

Kendall County Forest Preserve  
Income Statement  
For Period Ended 8/31/18

9 Month Budget Percent = 75.0%

**FOREST PRESERVES & PROGRAMS**

**Beginning Balance**

**Revenue**  
Revenue - Administration  
Revenue - Ellis House & Equestrian Center  
Revenue - Hoover FP  
Revenue - Env. Education  
Revenue - Natural Area Volunteers  
Revenue - Grounds & Natural Resources  
Revenue - Pickerill Pigott FP

**Total Revenue**

**Expenditure**

Expenditure - Administration  
Expenditure - Ellis House & Equestrian Center  
Expenditure - Hoover FP  
Expenditure - Env. Education  
Expenditure - Natural Area Volunteers  
Expenditure - Grounds & Natural Resources  
Expenditure - Pickerill Pigott FP

**Total Expenditure**

**ENDING BAL**

**Surplus/(Deficit)**

	Current Year FY18			Prior Year FY17			YTD Variance	
	Budget	YTD	%	Budget	YTD	%	\$ Change	% Change
<b>\$</b>	<b>309,838</b>	<b>\$ 309,838</b>		<b>\$ 317,672</b>	<b>\$ 317,672</b>			
67.3%	739,247	590,609	79.9%	719,815	449,597	62.5%	141,012	31%
10.8%	118,247	114,621	96.9%	138,005	93,345	67.6%	21,276	23%
5.9%	64,275	66,137	102.9%	60,025	52,219	87.0%	13,918	27%
14.0%	154,146	116,817	75.8%	165,038	102,890	62.3%	13,927	14%
0.2%	2,000	-		2,000	2,425	121.3%	-2,425	-100%
1.6%	20,200	5,235	25.9%	7,200	3,605	50.1%	1,630	45%
100.0%	<b>1,098,115</b>	<b>895,820</b>	<b>81.6%</b>	<b>1,092,083</b>	<b>704,081</b>	<b>64.5%</b>	<b>191,739</b>	<b>27%</b>
28.5%	310,345	168,395	54.3%	289,117	170,065	58.8%	-1,670	-1%
14.5%	157,310	130,198	82.8%	183,713	133,742	72.8%	-3,544	-3%
15.7%	170,628	125,424	73.5%	165,465	129,771	78.4%	-4,347	-3%
13.1%	142,478	111,518	78.3%	148,213	108,915	73.5%	2,603	2%
0.0%	500	1,510	302.0%	500	1,353	270.6%	157	12%
28.2%	306,353	227,096	74.1%	293,706	202,064	68.8%	25,032	12%
100.0%	<b>1,087,614</b>	<b>769,083</b>	<b>70.7%</b>	<b>1,080,714</b>	<b>745,910</b>	<b>69.0%</b>	<b>23,173</b>	<b>3%</b>
	<b>\$320,339</b>	<b>\$436,575</b>		<b>\$329,041</b>	<b>\$275,843</b>		<b>\$160,732</b>	<b>58.3%</b>
	<b>\$ 10,501</b>	<b>\$126,737</b>		<b>\$11,369</b>	<b>-\$41,829</b>			

Kendall County Forest Preserve  
Income Statement  
For Period Ended 8/31/18

9 Month Budget Percent = 75.0%

FOREST PRESERVE CATEGORIES

	Current Year FY18		Prior Year FY17		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
<b>Beginning Balance</b>	<b>\$ 309,838</b>	<b>\$ 309,838</b>	<b>\$ 317,672</b>	<b>\$ 317,672</b>		
<b>Revenue</b>						
Property Tax	576,247	427,069	552,815	310,923	116,146	37%
Interest Income	170	391	170	143	248	173%
Other Income	14,000	1,025	2,000	2,852	-1,827	-64%
Donations	10,000	415	7,000	4,015	-3,600	-90%
Rental Revenue	59,975	58,664	59,725	46,717	11,947	26%
Program Revenue	253,793	223,774	282,943	189,064	34,710	18%
Grants	3,500	-	1,000	-	-	-
Farm License Revenue	151,030	160,723	161,030	132,648	28,075	21%
Security Deposits	26,100	21,559	22,100	16,279	5,279	32%
Credit Card Revenue	3,300	2,202	3,300	1,440	761	53%
<b>Total Revenue</b>	<b>1,098,115</b>	<b>895,820</b>	<b>1,092,083</b>	<b>704,082</b>	<b>191,738</b>	<b>27%</b>
<b>Expenditure</b>						
Personnel	615,212	457,049	586,064	442,964	14,085	3%
Employee Benefits	237,097	125,696	227,277	118,949	6,747	6%
Contractual	56,395	47,083	63,690	49,066	-1,983	-4%
Commodities	124,110	95,736	139,310	98,378	-2,642	-3%
Other	54,800	43,519	64,373	36,554	6,965	19%
<b>Total Expenditure</b>	<b>1,087,614</b>	<b>769,083</b>	<b>1,080,714</b>	<b>745,911</b>	<b>23,172</b>	<b>3%</b>
<b>ENDING BAL</b>	<b>\$320,339</b>	<b>\$ 436,575</b>	<b>\$329,041</b>	<b>\$ 275,843</b>	<b>\$160,732</b>	<b>58.3%</b>
<b>Surplus/(Deficit)</b>	<b>\$ 10,501</b>	<b>\$126,737</b>	<b>\$11,369</b>	<b>-\$41,829</b>		

Kendall County Forest Preserve  
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For Period Ended 8/31/18

9 Month Budget Percent = 75.0%

ADMINISTRATION

**Revenue**  
Property Tax  
Interest Income  
Other Income  
Donations  
Farm License Revenue  
Security Deposit Revenue  
Credit Card Revenue  
Program Revenue

**Total Revenue**

**Expenditure**  
Personnel  
Employee Benefits  
Contractual  
Commodities  
Other  
**Total Expenditure**

**Surplus/(Deficit)**

	Current Year FY18		Prior Year FY17		YTD Variance	
	Budget	YTD	%	Budget	YTD	%
78.0%	576,247	427,069	74.1%	552,815	310,923	56.2%
0.0%	170	391	229.7%	170	143	84.1%
1.1%	8,000	225	2.8%	2,000	2,852	142.6%
0.1%	500	-		500	1,590	318.0%
20.4%	151,030	160,723	106.4%	161,030	132,648	82.4%
0.4%	3,300	2,202	66.7%	3,300	1,440	43.6%
100.0%	<b>739,247</b>	<b>590,609</b>	<b>79.9%</b>	<b>719,815</b>	<b>449,596</b>	<b>62.5%</b>
46.2%	143,428	102,032	71.1%	134,330	99,991	74.4%
37.7%	117,017	35,644	30.5%	100,784	33,537	33.3%
5.7%	17,800	15,406	86.6%	20,450	16,715	81.7%
6.7%	20,900	14,431	69.0%	21,100	17,391	82.4%
3.6%	11,200	882	7.9%	12,453	2,431	19.5%
100.0%	<b>310,345</b>	<b>168,395</b>	<b>54.3%</b>	<b>289,117</b>	<b>170,065</b>	<b>58.8%</b>
	<b>\$ 428,902</b>	<b>\$ 422,214</b>		<b>\$ 430,698</b>	<b>\$ 279,531</b>	
				<b>141,013</b>	<b>-1,670</b>	<b>31%</b>
				2,041	2,107	2%
				-1,309	-1,309	6%
				-2,960	-2,960	-8%
				-1,549	-1,549	-17%
				<b>-1,670</b>	<b>-1,670</b>	<b>-64%</b>
						<b>-1%</b>

9 Month Budget Percent = 75.0%

**ELLIS HOUSE & EQUESTRIAN CENTER**

Revenue					
Donations	0.4%	500	50	10.0%	2,000
Security Deposit	13.2%	15,600	7,610	48.8%	15,600
Credit Card Revenue		-	-		-
Program Revenue	86.4%	102,147	106,961	104.7%	120,405
<b>Total Revenue</b>	100.0%	<b>118,247</b>	<b>114,621</b>	<b>96.9%</b>	<b>138,005</b>
Expenditure					
Personnel	53.4%	84,030	69,299	82.5%	84,257
Employee Benefits	6.7%	10,515	9,588	91.2%	13,526
Contractual	13.3%	20,955	19,127	91.3%	24,600
Commodities	15.4%	24,210	19,238	79.5%	33,410
Other	11.2%	17,600	12,947	73.6%	27,920
<b>Total Expenditure</b>	100.0%	<b>157,310</b>	<b>130,198</b>	<b>82.8%</b>	<b>183,713</b>
<b>Surplus/(Deficit)</b>		<b>-\$39,063</b>	<b>-\$15,577</b>		<b>-\$45,708</b>
					<b>\$-40,397</b>



9 Month Budget Percent = 75.0%

## Surplus/(Deficit)

5

Revenue  
Donations  
Security Deposit  
Credit Card Revenue  
Program Revenue  
**Total Revenue**

Personnel	
Employee Benefits	
Contractual	
Commodities	
Other	
<b>Total Expenditure</b>	

Kendall County Forest Preserve  
Income Statement  
For Period Ended 8/31/18

	Current Year FY18		Prior Year FY17		YTD Variance	
	Budget	YTD	%	Budget	YTD	%
1.6%	2,500	5	0.2%	2,500	5	
98.4%	-	116,812	77.0%	162,538	102,890	13,922
100.0%	<b>154,146</b>	<b>116,817</b>	<b>75.8%</b>	<b>165,038</b>	<b>102,890</b>	<b>13,927</b>
82.7%	117,788	92,866	78.8%	120,543	90,598	2,268
12.0%	17,090	12,407	72.6%	18,270	12,325	82
5.3%	-	-	82.2%	9,400	5,992	253
100.0%	<b>142,478</b>	<b>111,518</b>	<b>78.3%</b>	<b>148,213</b>	<b>108,915</b>	<b>2,603</b>
	<b>\$11,668</b>	<b>\$5,299</b>		<b>\$16,825</b>	<b>-\$6,025</b>	

## NATURAL AREA VOLUNTEERS

**Revenue**  
Donations  
Security Deposit  
Credit Card Revenue  
Program Revenue  
**Total Revenue**

<b>Revenue</b>	<b>Expenditure</b>
Donations	Personnel
Security Deposits	Employee Benefits
Credit Card Revenue	Contractual
Program Revenue	Commodities
<b>Total Revenue</b>	Other
	<b>Total Expenditure</b>

	Prior Year FY17	
Budget	YTD	%
2,000	2,425	121.3%
<b>2,000</b>	<b>2,425</b>	<b>121.3%</b>
500	1,353	270.6%
<b>500</b>	<b>1,353</b>	<b>270.6%</b>
<b>\$ 1,500</b>	<b>\$ 1,072</b>	

(2,425)	-100%
<b>(2,425)</b>	<b>-100%</b>
157	12%
<b>157</b>	<b>12%</b>

Kendall County Forest Preserve  
Income Statement  
For Period Ended 8/31/18

7 Month Budget Percent = 58.3%

**GROUNDS & NATURAL RESOURCES**

**Revenue**  
Other Income  
Donations  
Grants  
Credit Card Revenue  
Rental Revenue  
**Total Revenue**  
  
**Expenditure**  
Personnel  
Employee Benefits  
Contractual  
Commodities  
Other  
**Total Expenditure**  
  
**Surplus/(Deficit)**

	Current Year FY18		Prior Year FY17		YTD Variance	
	Budget	YTD	%	Budget	YTD	%
29.7%	6000	800	13.3%			
22.3%	4,500	360	8.0%		360	
17.3%	3,500	-		1,000		
30.7%	6,200	4,075	65.7%	6,200	3,605	58.1%
100.0%	<b>20,200</b>	<b>4,435</b>	<b>22.0%</b>	<b>7,200</b>	<b>3,605</b>	<b>50.1%</b>
59.3%	181,567	128,007	70.5%	161,988	119,941	74.0%
21.4%	65,646	49,015	74.7%	68,578	44,096	64.3%
5.8%	17,640	12,550	71.1%	18,640	14,407	77.3%
7.2%	22,000	18,819	85.5%	27,000	14,351	53.2%
6.4%	19,500	18,705	95.9%	17,500	9,268	53.0%
100.0%	<b>306,353</b>	<b>227,096</b>	<b>74.1%</b>	<b>293,706</b>	<b>202,063</b>	<b>68.8%</b>
	<b>-\$286,153</b>	<b>-\$222,661</b>		<b>-\$286,506</b>	<b>-\$198,458</b>	
					<b>25,033</b>	<b>12%</b>

Kendall County Forest Preserve  
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9 Month Budget Percent = 75.0%

PICKERILL PIGOTT FP

**Revenue**  
Other Income  
Donations  
Rental Revenue  
Security Deposit  
**Total Revenue**

**Expenditure**  
Personnel  
Employee Benefits  
Contractual  
Commodities  
Other  
**Total Expenditure**

**Surplus/(Deficit)**

Current Year FY18		Prior Year FY17		YTD Variance	
Budget	YTD	%	Budget	YTD	%
-	-	-	-	-	-
-	-	-	-	-	-
-	1,400	-	-	-	-
-	1,000	-	-	-	-
-	<b>2,400</b>	-	-	<b>2,400</b>	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	4,941	-	-	4,941	-
-	-	-	-	-	-
-	<b>4,941</b>	-	-	<b>4,941</b>	-
-	<b>-\$2,541</b>	-	-	<b>4,941</b>	-

Kendall County Forest Preserve  
Income Statement  
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9 Month Budget Percent = 75.0%

ELLIS HOUSE - 100

**Revenue**  
Donations  
Security Deposit  
Credit Card Revenue  
Program Revenue  
**Total Revenue**

**Expenditure**  
Personnel  
Employee Benefits  
Contractual  
Commodities  
Other  
**Total Expenditure**

**Surplus/(Deficit)**

	Current Year FY18		
	Budget	YTD	%
	-	-	
	8,033	6,076	75.6%
	1,308	1,029	78.7%
	-	-	
	7,000	6,250	89.3%
	5,500	4,579	83.3%
	<b>21,841</b>	<b>17,935</b>	<b>82.1%</b>
	<b>-\$21,841</b>	<b>-\$17,935</b>	

36.8%  
6.0%  
  
32.0%  
25.2%  
100.0%

Prior Year FY17		
Budget	YTD	%
-	-	
7,962	7,872	98.9%
1,330	1,319	99.2%
8,950	6,280	70.2%
8,000	4,642	58.0%
<b>26,242</b>	<b>20,113</b>	<b>76.6%</b>
<b>-\$26,242</b>	<b>-\$20,113</b>	

YTD Variance		
\$ Change	% Change	
-		
(1,796)	-23%	
(290)	-22%	
-		
(30)	0%	
(63)	-1%	
<b>(2,178)</b>	<b>-11%</b>	

ELLIS BARN - 101

**Revenue**  
Donations  
Security Deposit  
Credit Card Revenue  
Program Revenue  
**Total Revenue**

**Expenditure**  
Personnel  
Employee Benefits  
Contractual  
Commodities  
Other  
**Total Expenditure**

**Surplus/(Deficit)**

	Current Year FY18		
	Budget	YTD	%
	-	-	
	8,033	5,672	70.6%
	1,308	1,008	77.1%
	-	-	
	6,000	217	3.6%
	2,000	1,982	99.1%
	<b>17,341</b>	<b>8,879</b>	<b>51.2%</b>
	<b>-\$17,341</b>	<b>-\$8,879</b>	

46.3%  
7.5%  
  
34.6%  
11.5%  
100.0%

Prior Year FY17		
Budget	YTD	%
-	-	
7,963	5,098	64.0%
1,330	890	66.9%
7,650	3,084	40.3%
2,000	2,067	103.4%
<b>18,943</b>	<b>11,139</b>	<b>58.8%</b>
<b>-\$18,943</b>	<b>-\$11,139</b>	

YTD Variance		
\$ Change	% Change	
-		
574	11%	
118	13%	
-		
(2,867)	-4%	
(85)		
<b>(2,260)</b>	<b>-20%</b>	

Revenue  
Donations  
Security Deposit  
Credit Card Revenue  
Program Revenue  
**Total Revenue**

66.4%
10.8%
<u>22.7%</u>
100.0%

9 Month Budget Percent = 75.0%

Surplus/(Deficit)

(1,609)	-8%
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Revenue  
Donations  
Security Deposit  
Credit Card Revenue  
Program Revenue  
Total Revenue

100.0%	100.0%	66.1%	7.0%	11.7%	15.1%	100.0%
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Surplus/(Deficit)

3,638	170%
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## ELLIS RIDING LESSONS - 111

Kendall County Forest Preserve  
Income Statement  
For Period Ended 8/31/18

9 Month Budget Percent = 75.0%

<b>Revenue</b>	
Donations	
Security Deposit	
Credit Card Revenue	
Program Revenue	
<b>Total Revenue</b>	
<b>Expenditure</b>	
Personnel	
Employee Benefits	
Contractual	
Commodities	
Other	
<b>Total Expenditure</b>	
<b>Surplus/(Deficit)</b>	

	Current Year FY18		Prior Year FY17		YTD Variance	
	Budget	YTD %	Budget	YTD %	\$ Change	% Change
2.0%	500	50	2,000		50	
-	-	-				
98.0%	-	-				
100.0%	25,130	29,908 119.0%	24,905	13,775 55.3%	16,133	117%
	<b>25,630</b>	<b>29,958 116.9%</b>	<b>26,905</b>	<b>13,775 51.2%</b>	<b>16,183</b>	<b>117%</b>
76.9%	18,580	13,713 73.8%	16,000	18,898 118.1%	-5,185	-27%
8.2%	1,982	1,431 72.2%	2,327	2,709 116.4%	-1,278	-47%
9.9%	2,400	1,373 57.2%	2,750	1,529 55.6%	-156	-10%
4.9%	1,190	4,307 361.9%	1,815	3,041 167.5%	1,266	42%
	-	-				
100.0%	<b>24,152</b>	<b>20,823 86.2%</b>	<b>22,892</b>	<b>26,177 114.3%</b>	<b>-5,354</b>	<b>-20%</b>
	<b>\$1,478</b>	<b>\$9,135</b>	<b>\$4,013</b>	<b>-\$12,402</b>		

## ELLIS BIRTHDAY PARTIES - 112

<b>Revenue</b>	
Donations	
Security Deposit	
Credit Card Revenue	
Program Revenue	
<b>Total Revenue</b>	
<b>Expenditure</b>	
Personnel	
Employee Benefits	
Contractual	
Commodities	
Other	
<b>Total Expenditure</b>	
<b>Surplus/(Deficit)</b>	

	Current Year FY18		Prior Year FY17		YTD Variance	
	Budget	YTD	%	Budget	YTD	%
-	-	-				
-	-	-				
-	-	-				
100.0%	9,500	6,545	68.9%	9,500	3,282	34.5%
100.0%	<b>9,500</b>	<b>6,545</b>	<b>68.9%</b>	<b>9,500</b>	<b>3,282</b>	<b>34.5%</b>
53.0%	3,816	4,054	106.2%	6,456	1,808	28.0%
5.7%	407	440	108.2%	1,164	307	26.4%
13.9%	1,000	779	77.9%	1,375	190	13.8%
27.5%	1,980	1,825	92.2%	3,405	428	12.6%
	-	-				
100.0%	<b>7,203</b>	<b>7,099</b>	<b>98.6%</b>	<b>12,400</b>	<b>2,733</b>	<b>22.0%</b>
	\$2,297	-\$554		-\$2,900	\$549	



9 Month Budget Percent = 75.0%

	Current Year FY18		Prior Year FY17		YTD Variance				
	Budget	YTD	%		Budget	YTD	%	\$ Change	% Change
	-	-							
	-	-							
	-	-							
	2,520	3,958	157.1%		2,100	2,478	118.0%	1,480	60%
	<b>2,520</b>	<b>3,958</b>	<b>157.1%</b>		<b>2,100</b>	<b>2,478</b>	<b>118.0%</b>	<b>1,480</b>	<b>60%</b>
100.0%									
	1,190	2,037	171.2%		1,890	966	51.1%	1,071	111%
90.4%	127	167	131.6%			129		38	30%
9.6%	-	-							
	-	188						188	
	-	-						-	
100.0%	<b>1,317</b>	<b>2,392</b>	<b>181.6%</b>		<b>1,890</b>	<b>1,095</b>	<b>57.9%</b>	<b>1,297</b>	<b>118%</b>
	<b>\$1,203</b>	<b>\$1,566</b>			<b>\$210</b>	<b>\$1,383</b>			

[illegible]

9 Month Budget Percent = 75.0%

Current Year FY18			Prior Year FY17		
Budget	YTD	%	Budget	YTD	%
-	-				
15,000	7,410	49.4%	15,000	5,460	36.4%
-	-				
22,000	37,585	170.8%	43,200	47,225	109.3%
<b>37,000</b>	<b>44,995</b>	<b>121.6%</b>	<b>58,200</b>	<b>52,685</b>	<b>90.5%</b>
8,228	9,785	118.9%	11,197	13,840	123.6%
566	1,771	312.9%	2,000	2,374	118.7%
16,555	16,498	99.7%	19,100	16,224	84.9%
2,050	2,756	134.4%	2,075	941	45.3%
4,000	3,500	87.5%	1,500	6,865	457.7%
<b>31,399</b>	<b>34,310</b>	<b>109.3%</b>	<b>35,872</b>	<b>40,244</b>	<b>112.2%</b>
<b>\$5,601</b>	<b>\$10,685</b>		<b>\$22,328</b>	<b>\$12,442</b>	

Current Year FY18		Prior Year FY17	
Budget	YTD	Budget	YTD
			%
-	-		
600	200	600	285.0%
-	-		
4,500	1,430	4,500	42.8%
<b>5,100</b>	<b>1,630</b>	<b>5,100</b>	<b>71.3%</b>
-	-	2,000	
-	-	200	
-	-		
-	-		
600	-	600	
<b>600</b>	<b>-</b>	<b>2,800</b>	<b>-</b>
<b>\$4,500</b>	<b>\$1,630</b>	<b>\$2,300</b>	<b>\$3,637</b>

9 Month Budget Percent = 75.0%

## ELLIS 5K - 130

<b>Revenue</b>	
Donations	
Security Deposit	
Credit Card Revenue	
Program Revenue	
<b>Total Revenue</b>	
<b>Expenditure</b>	
Personnel	
Employee Benefits	
Contractual	
Commodities	
Other	
<b>Total Expenditure</b>	
<b>Surplus/(Deficit)</b>	

	Current Year FY18		Prior Year FY17		YTD Variance	
	Budget	YTD	%		\$ Change	% Change
	-	-				
	-	-				
	-	-				
	1,570	755	48.1%	1,570	1,015	64.6%
100.0%	<b>1,570</b>	<b>755</b>	<b>48.1%</b>	<b>1,570</b>	<b>1,015</b>	<b>64.6%</b>
	-	-				
	63	-		67		
5.9%	-	-				
	1,000	295	29.5%	2,000	234	11.7%
94.1%	-	-				
	<b>1,063</b>	<b>295</b>	<b>27.8%</b>	<b>2,067</b>	<b>234</b>	<b>11.3%</b>
100.0%	<b>\$507</b>	<b>\$460</b>		<b>-\$497</b>	<b>\$781</b>	
					<b>61</b>	<b>26%</b>

9 Month Budget Percent = 75.0%

**Revenue**  
Donations  
Rental Revenue  
Security Deposit Revenue  
Credit Card Revenue  
**Total Revenue**

	Current Year FY18	
	Budget	YTD %
100.0%	-	-
	5,250	4,250
	-	-
	-	-
100.0%	<b>5,250</b>	<b>4,250</b>
		<b>81.0%</b>
39.1%	44,200	32,210
11.9%	13,416	9,501
	-	-
43.3%	48,900	30,553
5.8%	6,500	10,985
100.0%	<b>113,016</b>	<b>83,249</b>
		<b>73.7%</b>
	<b>-\$107,766</b>	<b>-\$78,999</b>

**Surplus/(Deficit)**

	Prior Year FY17	
Budget	YTD	%
5,000	4,363	87.3%
<b>5,000</b>	<b>4,363</b>	<b>87.3%</b>
42,472	29,292	69.0%
13,059	8,644	66.2%
47,900	43,902	91.7%
6,500	5,766	88.7%
<b>109,931</b>	<b>87,604</b>	<b>79.7%</b>
<b>-\$104,931</b>	<b>-\$83,241</b>	

YTD Variance	
\$ Change	% Change
-113	-3%
-113	-3%
2,918	10%
857	10%
-13,349	-30%
5,219	91%
<b>-4,355</b>	<b>-5%</b>

Revenue  
Donations  
Rental Revenue  
Security Deposit Revenue  
Credit Card Revenue  
Total Revenue

	Current Year FY18	
	Budget	YTD
		%
	-	-
89.3%	33,525	29,150
10.7%	4,000	4,600
	-	-
100.0%	<b>37,525</b>	<b>33,750</b>
		<b>89.9%</b>
76.7%	22,100	15,987
23.3%	6,707	4,727
	-	-
	-	-
	-	-
100.0%	<b>28,807</b>	<b>20,714</b>
		<b>71.9%</b>
	<b>\$8,718</b>	<b>\$13,036</b>

**Surplus/(Deficit)**

	Prior Year FY17	
Budget	YTD	%
33,525	27,015	80.6%
1,500	3,200	213.3%
<b>35,025</b>	<b>30,215</b>	<b>86.3%</b>
21,236	16,473	77.6%
6,530	4,665	71.4%
<b>27,766</b>	<b>21,138</b>	<b>76.1%</b>
<b>\$7,259</b>	<b>\$9,077</b>	

	YTD Variance	
	\$ Change	% Change
	2,135	8%
	1,400	44%
	<b>3,535</b>	<b>12%</b>
	-486	-3%
	62	1%
	<b>-424</b>	<b>-2%</b>

Kendall County Forest Preserve  
Income Statement  
For Period Ended 8/31/18

9 Month Budget Percent = 75.0%

**HOOVER CAMPSITE - 202**

**Revenue**  
Donations  
Rental Revenue  
Security Deposit Revenue  
Credit Card Revenue  
**Total Revenue**

100.0%  
100.0%

**Expenditure**  
Personnel  
Employee Benefits  
Contractual  
Commodities  
Other  
**Total Expenditure**

100.0%

**Surplus/(Deficit)**

Current Year FY18			
Budget	YTD	%	
-	-		
4,500	4,570	101.6%	
-	-		
<b>4,500</b>	<b>4,570</b>	<b>101.6%</b>	
11,050	8,240	74.6%	
3,353	2,404	71.7%	
-	-		
-	-		
-	-		
<b>14,403</b>	<b>10,644</b>	<b>73.9%</b>	
<b>-\$9,903</b>	<b>-\$6,074</b>		

Prior Year FY17			
Budget	YTD	%	
4,500	3,180	70.7%	
<b>4,500</b>	<b>3,180</b>	<b>70.7%</b>	
10,619	8,237	77.6%	
3,265	2,211	67.7%	
-	-		
<b>13,884</b>	<b>10,448</b>	<b>75.3%</b>	
<b>-\$9,384</b>	<b>-\$7,268</b>		

YTD Variance			
\$ Change	% Change		
1,390	44%		
<b>1,390</b>	<b>44%</b>		
3	0%		
193	9%		
<b>196</b>	<b>2%</b>		

**HOOVER MEADOWHAWK LODGE - 203**

**Revenue**  
Donations  
Rental Revenue  
Security Deposit Revenue  
Credit Card Revenue  
**Total Revenue**

61.8%  
38.2%  
100.0%

**Expenditure**  
Personnel  
Employee Benefits  
Contractual  
Commodities  
Other  
**Total Expenditure**

100.0%

**Surplus/(Deficit)**

Current Year FY18			
Budget	YTD	%	
-	-		
10,500	15,219	144.9%	
6,500	8,349	128.4%	
-	-		
<b>17,000</b>	<b>23,568</b>	<b>138.6%</b>	
11,050	8,407	76.1%	
3,353	2,409	71.9%	
-	-		
-	-		
-	-		
<b>14,403</b>	<b>10,817</b>	<b>75.1%</b>	
<b>\$2,597</b>	<b>\$12,751</b>		

Prior Year FY17			
Budget	YTD	%	
10,500	8,551	81.4%	
5,000	5,909	118.2%	
<b>15,500</b>	<b>14,460</b>	<b>93.3%</b>	
10,619	8,229	77.5%	
3,265	2,353	72.1%	
<b>13,884</b>	<b>10,582</b>	<b>76.2%</b>	
<b>\$1,616</b>	<b>\$3,878</b>		

YTD Variance			
\$ Change	% Change		
6,668	78%		
2,440	41%		
<b>9,108</b>	<b>63%</b>		
178	2%		
56	2%		
<b>235</b>	<b>2%</b>		

Kendall County Forest Preserve  
Income Statement  
For Period Ended 8/31/18

9 Month Budget Percent = 75.0%

**ENVIRONMENTAL EDUCATION - 300**

**Revenue**  
Donations  
Security Deposit  
Credit Card Revenue  
Program Revenue  
**Total Revenue**

**Expenditure**  
Personnel  
Employee Benefits  
Contractual  
Commodities  
Other  
**Total Expenditure**

**Surplus/(Deficit)**

	Current Year FY18		Prior Year FY17		YTD Variance	
	Budget	YTD	%	Budget	YTD	%
100.0%	500	5	1.0%	500		
100.0%	-	-				
100.0%	500	5	1.0%	500	-	
100.0%	-	-				
100.0%	-	-				
100.0%	400	-				
100.0%	-	-				
100.0%	400	-				
	\$100	\$5		\$500		

**ENV. EDUCATION SCHOOL PROGRAMS - 301**

**Revenue**  
Donations  
Security Deposit  
Credit Card Revenue  
Program Revenue  
**Total Revenue**

**Expenditure**  
Personnel  
Employee Benefits  
Contractual  
Commodities  
Other  
**Total Expenditure**

**Surplus/(Deficit)**

	Current Year FY18		Prior Year FY17		YTD Variance	
	Budget	YTD	%	Budget	YTD	%
100.0%	33,000	19,594	59.4%	35,960	17,134	47.6%
100.0%	33,000	19,594	59.4%	35,960	17,134	47.6%
87.5%	29,011	24,344	83.9%	35,925	27,558	76.7%
12.5%	4,146	2,903	70.0%	5,124	3,273	63.9%
	-	-		950	187	19.7%
	-	934				
100.0%	33,157	28,181	85.0%	41,999	31,018	73.9%
	-\$157	-\$8,587		-\$6,039	-\$13,884	

Kendall County Forest Preserve  
Income Statement  
For Period Ended 8/31/18

ENV. EDUC.	
<b>Revenue</b>	
Donations	
Security Deposit	
Credit Card Revenue	
Program Revenue	
<b>Total Revenue</b>	
<b>Expenditure</b>	
Personnel	
Employee Benefits	
Contractual	
Commodities	
Other	
<b>Total Expenditure</b>	
<b>Surplus/(Deficit)</b>	

	Prior Year FY17	
Budget	YTD	%
	39,118	23,060
	<b>39,118</b>	<b>58.9%</b>
	26,075	17,195
	3,719	1,889
	3,000	1,713
	<b>32,794</b>	<b>20,797</b>
	<b>\$6,324</b>	<b>\$2,263</b>
		<b>63.4%</b>

ENV. EDUCATION NATURAL BEGINNINGS - 303

<b>ENV. EDUCATION</b>	
<b>Revenue</b>	
Donations	
Security Deposit	
Credit Card Revenue	
Program Revenue	
<b>Total Revenue</b>	
<b>Expenditure</b>	
Personnel	
Employee Benefits	
Contractual	
Commodities	
Other	
<b>Total Expenditure</b>	
<b>Surplus/(Deficit)</b>	

	Prior Year FY17	
Budget	YTD	%
2,000		
83,460	59,742	71.6%
<b>85,460</b>	<b>59,742</b>	<b>69.9%</b>
53,293	40,726	76.4%
8,667	6,470	74.7%
4,000	3,323	83.1%
<b>65,960</b>	<b>50,519</b>	<b>76.6%</b>
<b>\$19,500</b>	<b>\$9,223</b>	

19

9 Month Budget Percent = 75.0%

Surplus/(Deficit)

[illegible]**Surplus/(Deficit)**

Current Year FY18		Prior Year FY17		YTD Variance	
Budget	YTD	%	Budget	YTD	%
-	-		-	-	
-	-		-	-	
1,750	1,083	61.9%	1,750	1,256	71.8%
222	117	52.8%	250	194	77.6%
-	-		-	-	
700	311	44.4%	750	449	59.9%
-	-		-	-	
<b>2,672</b>	<b>1,512</b>	<b>56.6%</b>	<b>2,750</b>	<b>1,899</b>	<b>69.1%</b>
<b>-\$2,672</b>	<b>-\$1,512</b>		<b>-\$2,750</b>	<b>-\$1,899</b>	
65.5%				-173	-14%
8.3%				-77	-40%
26.2%				-138	-31%
100.0%				-387	-20%



9 Month Budget Percent = 75.0%

## ENV. EDUCATION OTHER PROGRAMS - 306

**Revenue**  
Donations  
Security Deposit  
Credit Card Revenue  
Program Revenue  
**Total Revenue**

<b>Expenditure</b>	
Personnel	
Employee Benefits	
Contractual	
Commodities	
Other	
<b>Total Expenditure</b>	

Surplus/(Deficit)

	Current Year FY18		Prior Year FY17		YTD Variance	
	Budget	YTD	%	Budget	YTD	%
	-	1,454				
	-	<b>1,454</b>		-	-	
	1,750	2,726	155.8%	1,750	47	2.7%
	222	312	140.4%	250	4	1.6%
	-	-				
	700	-		750		
	-	-				
	<b>2,672</b>	<b>3,038</b>	<b>113.7%</b>	<b>2,750</b>	<b>51</b>	<b>1.9%</b>
	<b>-\$2,672</b>	<b>-\$1,583</b>		<b>-\$2,750</b>	<b>-\$51</b>	

KENDALL COUNTY TREASURER  
FUND BALANCES  
Balances as of: 08/31/18

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	Budget	MTD	YTD	%Budget
*****				
FOREST PRESERVE				
*****				
Beginning Balance 12/01/17			309,837.54	
ADMINISTRATION				
Receipts:				
27010001100 CURRENT TAX	576,247.00	117,366.28	427,068.65	74.11
27010001135 INTEREST INCOME	170.00	59.20	390.51	229.71
27010001305 BOND INTEREST	.00	.00	.00	.00
27010001325 OTHER	8,000.00	20.00	224.95	2.81
27010001330 TRFR - COUNTY GENERAL FUND	.00	.00	.00	.00
27010001335 DONATIONS	500.00	.00	.00	.00
27010001500 PICNIC FEES & SHELTER RENTAL	.00	.00	.00	.00
27010001502 LAND CASH	.00	.00	.00	.00
27010001503 PRESERVE IMPROVEMENTS-GRANTS	.00	.00	.00	.00
27010001505 GRANTS - LAND ACQUISITION	.00	.00	.00	.00
27010001514 FARM LICENSE REVENUE	151,030.00	.00	160,723.39	106.42
27010001518 SECURITY DEPOSITS	.00	.00	.00	.00
27010001519 CREDIT CARD FEE	3,300.00	171.27	2,201.53	66.71
	739,247.00*	117,616.75*	590,609.03*	79.89*
Expenditures:				
27020003913 CONTINGENCY	10,000.00	.00	.00	.00
27020006101 SALARY - FULL TIME	140,228.00	10,521.30	99,881.48	71.23
27020006102 SALARY - PART-TIME	.00	.00	.00	.00
27020006115 BOARD PER DIEM	3,200.00	215.00	2,151.00	67.22
27020006128 SALRIES - PART-TIME - ENVIRONMENTAL	.00	.00	.00	.00
27020006151 CONTRACTUAL RECORDER	.00	.00	.00	.00
27020006200 OFFICE SUPPLIES & POSTAGE	10,500.00	1,009.92	5,317.97	50.65
27020006203 DUES/MEMBERSHIPS	1,000.00	15.00	949.00	94.90
27020006204 CONFERENCES	2,000.00	40.00	657.00	32.85
27020006207 TELEPHONE	.00	.00	.00	.00
27020006209 LEGAL PUBLICATIONS	400.00	.00	189.16	47.29
27020006215 CONTRACTUAL SERVICE	1,500.00	525.00	2,250.00	150.00
27020006216 EQUIPMENT	.00	.00	.00	.00
27020006300 TRANSFER TO IMRF/SS FUND	24,806.00	1,967.48	19,684.98	79.36
27020006351 ELECTRIC	4,000.00	224.62	2,318.51	57.96
27020006549 AUDIT FUND	7,500.00	.00	7,500.00	100.00
27020006831 SOFTWARE LICENSE FEE (RECPRO)	.00	.00	.00	.00
27020006834 FARM LEASE CONTRACT EXPENSES	500.00	.00	.00	.00
27020006836 HISTORIC COURTHOUSE EXPENSES	.00	.00	.00	.00
27020006838 INSURANCE REIMB	48,324.00	1,009.00	1,009.00	2.09
27020006839 MEDICAL INSURANCE REIMB	33,887.00	1,670.80	14,950.18	44.12
27020006841 JIM PHILLIPS MEMORIAL EXPENSES	.00	.00	.00	.00
27020006843 PROMOTION/PUBLICITY	6,000.00	370.13	6,794.28	113.24
27020006844 NEWSLETTER	400.00	.00	.00	.00
27020006846 LAND ACQUISITION-LAND CASH	.00	.00	.00	.00
27020006853 PRESERVE IMPROVEMENTS	1,200.00	.00	.00	.00
27020006854 CONTRIBUTIONS	.00	.00	881.94	.00
27020006855 LAND ACQUISITION - GRANTS	.00	.00	.00	.00
27020006859 INSURANCE DEDUCTABLE	10,000.00	.00	.00	.00
27020007079 ENVIRONMENTAL EDUC PRESENTERS	1,600.00	.00	.00	.00
27020007088 SECURITY DEPOSIT REFUNDS	.00	.00	.00	.00
27020007090 CREDIT CARD FEE	3,300.00	493.57	3,860.83	116.99
27020009999 CAPITAL EXPENDITURES	.00	.00	.00	.00
	310,345.00*	18,061.82*	168,395.33*	54.26*

KENDALL COUNTY TREASURER  
FUND BALANCES  
Balances as of: 08/31/18

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	Budget	MTD	YTD	%Budget
*****				
ELLIS HOUSE				
ELLIS HOUSE				
Receipts:				
27011001335 DONATIONS - ELLIS HOUSE	.00	.00	.00	.00
27011001517 SECURITY DEPOSIT REVENUE - ELLIS	.00	.00	.00	.00
27011001519 ELLIS CREDIT CARD REVENUE	.00	.00	.00	.00
27011001570 ELLIS CENTER HOUSE	.00	.00	.00	.00
	.00*	.00*	.00*	.00*
Expenditures:				
27021006122 SALARY PT - ELLIS HOUSE	8,033.00	891.85	6,076.40	75.64
27021006301 IMRF & SS EXPENSE - ELLIS HOUSE	1,308.00	135.51	1,029.09	78.68
27021007075 MEDICAL INS - ELLIS HOUSE	.00	.00	.00	.00
27021007076 UTILITIES - ELLIS HOUSE	6,000.00	1,114.96	5,270.87	87.85
27021007077 OFFICE SUPPLIES & POSTAGE -ELLIS HO	1,000.00	110.47	979.29	97.93
27021007079 VOLUNTEER EXP - ELLIS	.00	.00	.00	.00
27021007080 GROUNDS & MAINT - ELLIS HOUSE	5,500.00	1,715.38	4,579.13	83.26
27021007085 MEMBERSHIPS - ELLIS HOUSE	.00	.00	.00	.00
27021007090 CREDIT CAR FEE EXPENSE - ELLIS	.00	.00	.00	.00
	21,841.00*	3,968.17*	17,934.78*	82.12*
*****				
ELLIS BARN				
Receipts:				
27011011570 ELLIS CENTER BARN	.00	.00	.00	.00
	.00*	.00*	.00*	.00*
Expenditures:				
27021016122 SALARY PT - ELLIS BARN	8,033.00	830.25	5,671.97	70.61
27021016301 IMRF & SS EXP - ELLIS BARN	1,308.00	101.46	1,008.14	77.07
27021017075 MEDICAL INS - ELLIS BARN	.00	.00	.00	.00
27021017076 UTILITIES - ELLIS BARN	6,000.00	.00	216.84	3.61
27021017080 GROUNDS & MAINT - ELLIS BARN	2,000.00	192.65	1,982.04	99.10
27021017085 MEMBERSHIPS - ELLIS BARN	.00	.00	.00	.00
	17,341.00*	1,124.36*	8,878.99*	51.20*
*****				
ELLIS GROUNDS				
Receipts:				
27011021570 ELLIS CENTER GROUNDS	.00	.00	.00	.00
	.00*	.00*	.00*	.00*
Expenditures:				
27021026122 SALARY PT - ELLIS GROUNDS	16,066.00	2,280.95	13,198.30	82.15
27021026301 IMRF & SS EXP - ELLIS GROUNDS	2,616.00	329.43	2,172.07	83.03
27021027075 MEDICAL INS - ELLIS GROUNDS	.00	.00	.00	.00
27021027076 UTILITIES - ELLIS GROUNDS	.00	.00	.00	.00
27021027080 GROUNDS & MAINT - ELLIS GROUNDS	5,500.00	689.89	2,835.86	51.56
27021027085 MEMBERSHIPS - ELLIS GROUNDS	.00	.00	.00	.00
	24,182.00*	3,300.27*	18,206.23*	75.29*
*****				
ELLIS CAMPS				
Receipts:				
27011101135 DONATIONS - ELLIS CENTER CAMPS	.00	.00	.00	.00
27011101570 ELLIS CENTER CAMPS	9,897.00	.00	9,260.00	93.56
	9,897.00*	.00*	9,260.00*	93.56*
Expenditures:				
27021106122 SALARY PT - ELLIS CENTER CAMPS	5,628.00	750.63	3,640.66	64.69
27021106301 IMRF & SS EXP - ELLIS CENTER CAMPS	597.00	78.21	387.15	64.85
27021107075 MEDICAL INS - ELLIS CENTER CAMPS EX	.00	.00	.00	.00
27021107081 PROMO/PUBLICITY - ELLIS CAMPS	250.00	.00	.00	.00
27021107082 ANIMAL CARE & SUPPLIES - ELLIS CAMP	350.00	.00	515.11	147.17

KENDALL COUNTY TREASURER  
FUND BALANCES  
Balances as of: 08/31/18

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	Budget	MTD	YTD	%Budget
27021107083 HORSES ACQUISITION & TACK - ELLIS C	40.00	.00	187.50	468.75
27021107084 VET & FARRIER - ELLIS CAMPS	1,000.00	30.00	476.50	47.65
27021107086 UNIFORMS - ELLIS CAMPS	50.00	.00	35.86	71.72
27021107087 PROG SUPPLIES - ELLIS CAMPS	600.00	91.77	482.32	80.39
27021107090 CREDIT CARD FEE EXP - ELLIS CAMPS	.00	.00	50.00	.00
	8,515.00*	950.61*	5,775.10*	67.82*

\*\*\*\*\*  
ELLIS RIDING LESSONS

Receipts:

27011111335 DONATIONS - ELLIS EQUESTRIAN CENTER	500.00	50.00	50.00	10.00
27011111570 ELLIS CENTER RIDING LESSONS	25,130.00	5,475.00	29,907.97	119.01
	25,630.00*	5,525.00*	29,957.97*	116.89*

Expenditures:

27021116122 SALARY PT - ELLIS CENTER RIDING LES	18,580.00	1,816.88	13,712.56	73.80
27021116301 IMRF & SS EXP - ELLIS RIDING LESSON	1,982.00	165.22	1,430.69	72.18
27021117075 MEDICAL INS - ELLIS CENTER RIDING L	.00	.00	.00	.00
27021117081 PROMO/PUBLICITY - ELLIS RIDING LESS	500.00	.00	435.00	87.00
27021117082 ANIMAL CARE & SUPPLIES - ELLIS RIDI	600.00	548.54	2,932.69	488.78
27021117083 HORSES ACQ & TACK - ELLIS RIDING LE	40.00	.00	750.00	1875.00
27021117084 VET & FARRIER - ELLIS RIDING LESSON	2,400.00	150.00	1,373.00	57.21
27021117086 UNIFORMS - ELLIS RIDING LESSONS	50.00	.00	189.00	378.00
27021117090 CREDIT CARD FEE EXP - ELLIS RIDING	.00	.00	.00	.00
	24,152.00*	2,680.64*	20,822.94*	86.22*

\*\*\*\*\*  
ELLIS BIRTHDAY PARTIES

Receipts:

27011121570 ELLIS CENTER BIRTHDAY PARTIES	9,500.00	950.00	6,545.00	68.89
	9,500.00*	950.00*	6,545.00*	68.89*

Expenditures:

27021126122 SALARY PT - ELLIS CENTER BIRTHDAY P	3,816.00	279.00	4,053.94	106.24
27021126301 IMRF & SS EXP - ELLIS B-DAY PARTIES	407.00	21.34	440.49	108.23
27021127075 MEDICAL INS - ELLIS CENTER B-DAY PA	.00	.00	.00	.00
27021127081 PROMO/PUBLICITY - ELLIS B-DAY PARTI	500.00	.00	.00	.00
27021127082 ANIMAL CARE & SUPPLIES - ELLIS B-DA	650.00	113.42	776.95	119.53
27021127083 HORSES ACQ & TACK - ELLIS B-DAY PAR	80.00	.00	375.00	468.75
27021127084 VET & FARRIER - ELLIS B-DAY PARTIES	1,000.00	80.00	779.25	77.93
27021127086 UNIFORMS - ELLIS B-DAY PARTIES	50.00	.00	54.82	109.64
27021127087 PROG SUPPLIES - ELLIS B-DAY PARTIES	700.00	256.21	618.26	88.32
27021127090 CREDIT CARD FEE EXP - ELLIS B-DAY P	.00	.00	.00	.00
	7,203.00*	749.97*	7,098.71*	98.55*

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ELLIS PUBLIC PROGRAMS

Receipts:

27011131570 ELLIS CENTER PUBLIC PROGRAMS	2,520.00	410.00	3,958.00	157.06
	2,520.00*	410.00*	3,958.00*	157.06*

Expenditures:

27021136122 SALARY PT - ELLIS CENTER PUBLIC PRO	1,190.00	124.00	2,037.28	171.20
27021136301 IMRF & SS EXP - ELLIS PUBLIC PROG E	127.00	14.24	167.13	131.60
27021137075 MEDICAL INS - ELLIS CENTER PUBLIC P	.00	.00	.00	.00
27021137079 VOLUNTEER EXP - ELLIS PUBLIC PROG	300.00	151.50	423.50	141.17
27021137081 PROMO/PUBLICITY - ELLIS PUBLIC PROG	.00	.00	.00	.00
27021137082 ANIMAL CARE & SUPPLIES - ELLIS PUBL	.00	.00	.00	.00
27021137083 HORSES ACQ & TACK - ELLIS PUBLIC PR	.00	.00	187.50	.00
27021137084 VET & FARRIER - ELLIS PUBLIC PROGRA	.00	.00	.00	.00
27021137086 UNIFORMS - ELLIS PUBLIC PROG	.00	.00	.00	.00
27021137087 PROG SUPPLIES - ELLIS PUBLIC PROG	.00	.00	.00	.00
27021137090 CREDIT CARD FEE EXP - ELLIS PUBLIC	.00	.00	.00	.00
	1,617.00*	289.74*	2,815.41*	174.11*

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*****				
SUNRISE CENTER				
Receipts:				
27011141570 SUNRISE CENTER NORTH LICENSE AGREEM	24,600.00	3,546.67	17,520.03	71.22
	24,600.00*	3,546.67*	17,520.03*	71.22*
Expenditures:				
27021146122 SALARY PT - SUNRISE CENTER NORTH	14,456.00	730.37	11,122.21	76.94
27021146301 IMRF/SS EXPENSE - SUNRISE CENTER N	1,541.00	62.15	1,182.04	76.71
27021147082 ANIMAL CARE/SUPPLIES - SUNRISE CENT	3,400.00	.00	1,756.18	51.65
27021147087 PROGRAM SUPPLIES - SUNRISE CENTER N	.00	.00	.00	.00
	19,397.00*	792.52*	14,060.43*	72.49*
*****				
ELLIS WEDDINGS				
Receipts:				
27011201517 SECURITY DEPOSIT REV - ELLIS WEDDIN	15,000.00	.00	7,410.00	49.40
27011201570 ELLIS CENTER WEDDINGS	22,000.00	10,125.00	37,585.25	170.84
	37,000.00*	10,125.00*	44,995.25*	121.61*
Expenditures:				
27021206122 SALARY PT - ELLIS CENTER WEDDINGS	8,228.00	1,357.39	9,785.18	118.93
27021206301 IMRF & SS EXP - ELLIS WEDDINGS EXP	566.00	220.85	1,771.19	312.93
27021207075 MEDICAL INS - ELLIS CENTER WEDDINGS	.00	.00	.00	.00
27021207078 REFUSE PICKUP - ELLIS	1,300.00	116.48	1,242.82	95.60
27021207081 PROMO/PUBLICITY - ELLIS WEDDINGS	2,000.00	.00	2,756.02	137.80
27021207086 UNIFORMS - ELLIS WEDDINGS	50.00	.00	.00	.00
27021207088 ELLIS SECURITY DEPOSIT REFUNDS	4,000.00	2,000.00	3,500.00	87.50
27021207089 EVENT TENT LEASE - ELLIS WEDDINGS	15,255.00	.00	15,255.00	100.00
27021207090 CREDIT CARD FEE EXP - ELLIS WEDDING	.00	.00	.00	.00
	31,399.00*	3,694.72*	34,310.21*	109.27*
*****				
ELLIS OTHER RENTALS				
Receipts:				
27011211517 SECURITY DEPOSIT REV - ELLIS OTHER	600.00	.00	200.00	33.33
27011211570 ELLIS CENTER OTHER RENTALS	4,500.00	.00	1,430.00	31.78
	5,100.00*	.00*	1,630.00*	31.96*
Expenditures:				
27021216122 SALARY PT - ELLIS CENTER OTHER RENT	.00	.00	.00	.00
27021216301 IMRF & SS EXP - ELLIS OTHER RENTALS	.00	.00	.00	.00
27021217075 MEDICAL INS - ELLIS CENTER OTHER RE	.00	.00	.00	.00
27021217081 PROMO/PUBLICITY - ELLIS OTHER RENTA	.00	.00	.00	.00
27021217088 SECURITY DEPOSIT REFUND	600.00	.00	.00	.00
27021217090 CREDIT CARD FEE EXP - ELLIS OTHER R	.00	.00	.00	.00
	600.00*	.00*	.00*	.00*
*****				
ELLIS 5K				
Receipts:				
27011301570 ELLIS CENTER 5K EVENT	4,000.00	.00	755.00	18.88
	4,000.00*	.00*	755.00*	18.88*
Expenditures:				
27021306122 SALARY PT - ELLIS CENTER 5K EVENT	.00	.00	.00	.00
27021306301 IMRF & SS EXP - ELLIS 5K EVENT EXP	63.00	.00	.00	.00
27021307075 MEDICAL INS - ELLIS CENTER 5K EVENT	.00	.00	.00	.00
27021307081 PROMO/PUBLICITY - ELLIS 5K	500.00	.00	295.00	59.00
27021307087 PROG SUPPLIES - ELLIS 5K	500.00	.00	.00	.00
27021307090 CREDIT CARD FEE EXP - ELLIS 5K	.00	.00	.00	.00
	1,063.00*	.00*	295.00*	27.75*

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*****				
HOOVER FOREST PRESERVE				
HOOVER				
Receipts:				
27012001335 DONATIONS - HOOVER	.00	.00	.00	.00
27012001513 HOOVER REVENUE	5,250.00	250.00	4,250.00	80.95
27012001518 SECURITY DEPOSIT REV - HOOVER	.00	.00	.00	.00
27012001519 HOOVER CREDIT CARD REVENUE	.00	.00	.00	.00
	5,250.00*	250.00*	4,250.00*	80.95*
Expenditures:				
27022006126 SALARY FT - HOOVER GROUNDS	25,222.00	1,868.30	17,748.85	70.37
27022006127 SALARY PT - HOOVER GROUNDS	18,978.00	1,736.54	14,461.54	76.20
27022006300 IMRF/SS EXP - HOOVER GROUNDS	7,611.00	590.57	5,756.62	75.64
27022006839 MEDICAL INS - HOOVER GROUNDS	5,805.00	416.91	3,744.09	64.50
27022006860 HOOVER - GAS	5,000.00	296.05	4,300.31	86.01
27022006861 HOOVER - ELECTRIC	18,000.00	1,023.22	11,884.60	66.03
27022006862 HOOVER - OTHER UTILITIES	6,500.00	.00	1,595.84	24.55
27022006863 HOOVER - SHOP SUPPLIES	1,100.00	567.69	1,909.76	173.61
27022006864 HOOVER - BUILDING MAINTENANCE	9,800.00	1,196.75	8,931.36	91.14
27022006865 HOOVER - GROUNDS MAINTENANCE	4,500.00	144.09	1,875.21	41.67
27022006866 HOOVER - OTHER EXPENSES	4,000.00	.00	55.92	1.40
27022007088 HOOVER SECURITY DEPOSIT REFUND	6,500.00	827.50	10,985.00	169.00
27022007090 HOOVER CREDIT CARD FEE EXPENSE	.00	.00	.00	.00
	113,016.00*	8,667.62*	83,249.10*	73.66*
*****				
HOOVER BUNKHOUSE				
Receipts:				
27012011513 HOOVER BUNKHOUSE RENTAL REVENUE	33,525.00	2,485.00	29,150.00	86.95
27012011518 SECURITY DEPOSIT REV - HOOVER BUNKH	4,000.00	200.00	4,600.00	115.00
	37,525.00*	2,685.00*	33,750.00*	89.94*
Expenditures:				
27022016126 SALARY FT - HOOVER BUNKHOUSE	12,611.00	934.16	8,874.52	70.37
27022016127 SALARY PT - HOOVER BUNKHOUSE	9,489.00	868.33	7,112.76	74.96
27022016300 IMRF/SS EXP - HOOVER BUNKHOUSE	3,805.00	295.29	2,855.12	75.04
27022016839 MEDICAL INS - HOOVER BUNKHOUSE	2,902.00	208.46	1,872.08	64.51
	28,807.00*	2,306.24*	20,714.48*	71.91*
*****				
HOOVER CAMPSITE				
Receipts:				
27012021513 HOOVER CAMPSITE RENTAL REVENUE	4,500.00	1,255.00	4,569.75	101.55
27012021518 SECURITY DEPOSIT REV - HOOVER CAMPS	.00	.00	.00	.00
	4,500.00*	1,255.00*	4,569.75*	101.55*
Expenditures:				
27022026126 SALARY FT - HOOVER CAMPSITE	6,306.00	467.08	4,437.26	70.37
27022026127 SALARY PT - HOOVER CAMPSITE	4,744.00	434.27	3,802.72	80.16
27022026300 IMRF/SS EXP - HOOVER CAMPSITE	1,902.00	147.65	1,467.74	77.17
27022026839 MEDICAL INSURANCE - HOOVER CAMPSITE	1,451.00	104.23	936.04	64.51
	14,403.00*	1,153.23*	10,643.76*	73.90*
*****				
HOOVER MEADOWHAWK LODGE				
Receipts:				
27012031513 HOOVER MEADOWHAWK RENTAL REVENUE	10,500.00	2,160.00	15,218.75	144.94
27012031518 SECURITY DEPOSIT REV. - HOOVER MEAD	6,500.00	1,172.50	8,348.75	128.44
	17,000.00*	3,332.50*	23,567.50*	138.63*
Expenditures:				
27022036126 SALARY FT - HOOVER MEADOWHAWK	6,306.00	467.08	4,437.26	70.37
27022036127 SALARY TP - HOOVER MEADOWHAWK	4,744.00	453.60	3,970.22	83.69
27022036300 IMRF/SS EXP - HOOVER MEADOWHAWK	1,902.00	151.29	1,473.45	77.47

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27022036839 MEDICAL INSURANCE - HOOVER MEADOWHA	1,451.00	104.23	936.04	64.51
	14,403.00*	1,176.20*	10,816.97*	75.10*

\*\*\*\*\*  
ENVIRONMENTAL EDUCATION  
ENV ED

Receipts:

27013001335 DONATIONS - ENVIRONMENTAL EDUCATION	500.00	.00	5.00	1.00
27013001507 ENVIRONMENTAL EDUCATION REVENUE	.00	.00	.00	.00
	500.00*	.00*	5.00*	1.00*

Expenditures:

27023006300 IMRF/SS FUND EXP - ENV EDUCATION	.00	.00	.00	.00
27023006839 MEDICAL INSURANCE - ENV EDUCATION	.00	.00	.00	.00
27023006849 ENVIRONMENTAL EDUCATION	400.00	.00	.00	.00
	400.00*	.00*	.00*	.00*

\*\*\*\*\*  
ENV ED SCHOOL

Receipts:

27013011507 ENV. EDUC. - SCHOOL PROGRAMS	33,000.00	150.00	19,594.00	59.38
	33,000.00*	150.00*	19,594.00*	59.38*

Expenditures:

27023016103 ENV. EDUC. FT SALARY - SCHOOL PROGR	12,871.00	993.18	8,938.62	69.45
27023016128 ENV. EDUC. PT SALARY - SCHOOLS PROG	16,140.00	1,286.74	15,404.89	95.45
27023016300 IMRF/SS FUND EXP - ENV EDUC SCHOOL	4,146.00	284.16	2,902.88	70.02
27023016839 MEDICAL INS - ENV EDUCATION SCHOOL	.00	.00	.00	.00
27023016849 ENV EDUC - SCHOOL PROG EXPENSE	.00	.00	934.14	.00
	33,157.00*	2,564.08*	28,180.53*	84.99*

\*\*\*\*\*  
ENV ED CAMPS

Receipts:

27013021507 ENV. EDUC. - CAMPS	33,000.00	.00	19,295.00	58.47
	33,000.00*	.00*	19,295.00*	58.47*

Expenditures:

27023026103 ENV. EDUC. FT SALARY - CAMPS EXP.	8,105.00	617.98	5,561.82	68.62
27023026128 ENV. EDUC. PT SALARY - CAMPS EXP.	18,495.00	1,572.89	15,305.73	82.76
27023026300 IMRF/SS FUND EXP - ENV EDUC CAMPS	3,500.00	235.89	2,283.66	65.25
27023026839 MEDICAL INSURANCE - ENV EDUCATION C	.00	.00	.00	.00
27023026849 ENV EDUC - CAMPS EXPENSE	2,000.00	517.26	1,754.81	87.74
	32,100.00*	2,944.02*	24,906.02*	77.59*

\*\*\*\*\*  
ENV ED NATURAL BEGINNINGS

Receipts:

27013031335 DONATIONS - ENV. EDUC. NATURAL BEGI	2,000.00	.00	.00	.00
27013031507 ENV. EDUC. - NATURAL BEGINNINGS	79,646.00	1,605.00	72,500.00	91.03
	81,646.00*	1,605.00*	72,500.00*	88.80*

Expenditures:

27023036103 ENV. EDUC. FT SALARY - NATURAL BEGI	.00	.00	.00	.00
27023036128 ENV. EDUC. PT SALARY - NATURAL BEGI	54,927.00	4,143.01	38,721.41	70.50
27023036300 IMRF/SS FUND EXP - ENV EDUC NATURAL	8,490.00	561.86	6,277.74	73.94
27023036839 MEDICAL INS. - ENV EDUC. NATURAL BE	.00	.00	.00	.00
27023036849 ENV EDUC - NATURAL BEGINNINGS EXP	4,000.00	458.27	2,436.71	60.92
	67,417.00*	5,163.14*	47,435.86*	70.36*

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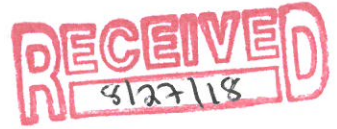
	Budget	MTD	YTD	%Budget
*****				
ENV ED OTHER PUBLIC PROGRAMS				
Receipts:				
27013041335 ENV ED OTHER DONATIONS	.00	.00	.00	.00
27013041507 ENV. EDUC. - OTHER PUBLIC PROGRAMS	6,000.00	30.00	3,969.00	66.15
	6,000.00*	30.00*	3,969.00*	66.15*
Expenditures:				
27023046103 ENV. EDUC. FT SALARY - OTHER PUBLIC	1,103.00	88.28	794.52	72.03
27023046128 ENV. EDUC. PT SALARY - OTHER PUBLIC	4,397.00	431.66	4,330.00	98.48
27023046300 IMRF/SS FUND EXP - ENV EDUC OTHER P	722.00	46.87	513.58	71.13
27023046839 MEDICAL INS - ENV EDUC OTHER PUBLIC	.00	.00	.00	.00
27023046849 ENV EDUC - OTHER PUBLIC PROG EXPENS	500.00	91.24	808.50	161.70
	6,722.00*	658.05*	6,446.60*	95.90*
*****				
ENV ED LAWS OF NATURE				
Receipts:				
27013051507 ENV. EDUC. - LAWS OF NATURE	.00	.00	.00	.00
	.00*	.00*	.00*	.00*
Expenditures:				
27023056103 ENV. EDUC. FT SALARY - LAWS OF NATU	412.00	22.08	198.72	48.23
27023056128 ENV. EDUC. PT SALARY - LAWS OF NATU	1,338.00	121.87	884.61	66.11
27023056300 IMRF/SS FUND EXP - ENV EDUC LAWS OF	222.00	13.45	117.32	52.85
27023056839 MEDICAL INS - ENV EDUC LAWS OF NATU	.00	.00	.00	.00
27023056849 ENV EDUC - LAWS OF NATURE EXPENSE	700.00	.00	310.98	44.43
	2,672.00*	157.40*	1,511.63*	56.57*
*****				
ENV ED OTHER				
Receipts:				
27013061507 ENV. EDUC. - OTHER REVENUE	.00	.00	1,454.32	.00
	.00*	.00*	1,454.32*	.00*
Expenditures:				
27023066103 ENV. EDUC. FT SALARY - OTHER EXP.	.00	.00	66.15	.00
27023066128 ENV. EDUC. PT SALARY - OTHER EXP.	.00	339.15	2,659.87	.00
27023066300 IMRF/SS FUND EXP - ENV EDUC OTHER E	10.00	6.81	311.79	3117.90
27023066839 MEDICAL INS - ENV EDUC OTHER EXPENS	.00	.00	.00	.00
27023066849 ENV EDUC - OTHER EXP (CONTRACTUAL I	.00	.00	.00	.00
	10.00*	345.96*	3,037.81*	30378.10*
*****				
NAV				
NATURAL AREA VOLUNTEER				
Receipts:				
27014001335 DONATIONS NATURAL AREA VOLUNTEERS	2,000.00	.00	.00	.00
	2,000.00*	.00*	.00*	.00*
Expenditures:				
27024006101 SALARY - FULL TIME NATURAL AREAS VO	.00	.00	.00	.00
27024006300 IMRF/SS EXP -NATURAL AREA VOLUNTEER	.00	.00	.00	.00
27024006835 NATURAL AREA VOLUNTEER SUPPLIES	500.00	.00	562.49	112.50
27024006839 MEDICAL INS - NATURAL AREA VOLUNTEE	.00	.00	.00	.00
27024006856 NATURAL AREA MGT SUPPLIES	.00	.00	947.33	.00
	500.00*	.00*	1,509.82*	301.96*
*****				
GROUNDS				
GROUNDS & NATURAL RESOURCES				
Receipts:				
27015001325 OTHER INCOME - GROUNDS & NATURAL RE	6,000.00	.00	800.00	13.33
27015001335 DONATIONS - GROUNDS & NATURAL RESOU	4,500.00	.00	359.99	8.00
27015001500 PICNIC & SHELTER RENTAL	6,200.00	350.00	4,075.00	65.73



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27015001503 PRESERVE IMPROVEMENTS - GRANTS	3,500.00	.00	.00	.00
	20,200.00*	350.00*	5,234.99*	25.92*
Expenditures:				
27025006101 SALARY - FULL TIME GROUNDS & NATURA	147,277.00	10,932.46	103,858.37	70.52
27025006102 SALARY - PART TIME GROUNDS & NATURA	34,290.00	3,084.49	24,148.16	70.42
27025006207 TELEPHONE - GROUNDS & NATURAL RESOU	10,890.00	932.77	7,727.24	70.96
27025006216 EQUIP - GROUNDS & NATURAL RESOURCES	12,000.00	1,148.59	14,660.42	122.17
27025006217 FUEL - GAS & OIL	13,500.00	848.42	9,582.71	70.98
27025006240 UNIFORMS	1,500.00	75.00	1,357.12	90.47
27025006300 IMRF/SS EXP - GROUNDS & NAT RESOURC	30,430.00	1,072.30	18,749.94	61.62
27025006837 PRESERVE IMPROV - GR & NATURAL RESO	7,500.00	1,725.33	4,044.46	53.93
27025006839 MEDICAL INS - GROUNDS & NAT RESOURC	35,216.00	3,370.22	30,265.25	85.94
27025006847 REFUSE PICKUP - GROUNDS & NATURAL R	6,750.00	468.21	4,823.07	71.45
27025006848 GAS - GROUNDS & NATURAL RESOURCES	2,000.00	144.21	2,585.27	129.26
27025006853 PRESERVE IMPROVEMENTS	.00	.00	.00	.00
27025006856 NATURAL AREAS MGNT SUPPLIES	.00	.00	.00	.00
27025007089 SUPPLIES - SHOP	5,000.00	730.54	5,294.22	105.88
	306,353.00*	24,532.54*	227,096.23*	74.13*
*****				
PICKERILL-PIGOTT FOREST PRESERVE				
Receipts:				
27016001335 DONATIONS - PICKERILL PIGOTT	.00	.00	.00	.00
27016001507 OTHER REVENUE - PICKERILL PIGOTT	.00	.00	.00	.00
27016001513 RENTAL REVENUE - PICKERILL PIGOTT	.00	700.00	1,400.00	.00
27016001518 SECURITY DEPOSIT - PICKERILL PIGOTT	.00	.00	1,000.00	.00
	.00*	700.00*	2,400.00*	.00*
Expenditures:				
27026006102 SALARY PT - PICKERILL PIGOTT	.00	.00	.00	.00
27026006216 EQUIPMENT - PICKERILL PIGOTT	.00	.00	.00	.00
27026006217 FUEL - GAS & OIL - PICKERILL PIGOTT	.00	.00	.00	.00
27026006300 IMRF/SS EXPENDITURE - PICKERILL PIG	.00	.00	.00	.00
27026006351 ELECTRIC - PICKERILL PIGOTT	.00	130.71	4,511.53	.00
27026006853 PRESERVE IMPROVEMENTS - PICKERILL P	.00	.00	.00	.00
27026007089 SUPPLIES - PICKERILL PIGOTT	.00	429.11	429.11	.00
	.00*	559.82*	4,940.64*	.00*
Ending Balance 08/31/18			436,574.80	



**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:**

Event Name: SEARCH AND RESCUE DRONE TRAINING Organization: KENDALL COUNTY E.M.A.  
Contact Person: KIMBERLY GOTTE

Address: 1102 CORNELL YORKVILLE IL 60560 County: KENDALL  
Street City State Zip

Telephone: Home: ( ) \_\_\_\_\_ Cell: 630 946 4381

E-mail: kgotte@co.kendall.il.us

**Special Event Information:**

Name of Forest Preserve: FRONT PARKING LOT  
HOOVER FOREST PRESERVE Date(s): 9/8/2018

Event: SEARCH AND RESCUE DRONE TRAINING

Estimated Attendance: 40-45

Arrival Time (includes set-up): 08:30 AM - 1:30 PM

Departure Time (includes take down): 1:30 PM

Will this Special Event include:

A = \$ 50.00

- |   | Yes                                | No |
|---|------------------------------------|----|
| 1. The use of temporary structures?                     | PORT-A-Potty (located on preserve) |    |
| 2. Collecting/Charging an entrance or registration fee? | _____                              | X  |
| 3. Selling concessions/food?                            | _____                              | X  |

Will this Special Event include:

Yes

No

**A = \$ 50.00 (continued)**

4. Selling goods and services?

—

X

5. Electronically amplified sound?

—

X

**B = \$ 150.00**

6. Business uses in Preserve?

—

X

7. Group larger than 250 people?

—

X

8. Extensive Use of grounds?

—

X

**C = \$ 250.00**

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:

USE OF FRONT DIRT PARKING AREA ONLY FOR DEMONSTRATION/USE/  
CAPABILITY OF DRONES FOR SEARCH AND RESCUE. WE  
WOULD UTILIZE AGENCY DRONES, LAW ENFORCEMENT DRONES  
IN THE DEMONSTRATIONS. WE WOULD PUT OUT OUR  
TWO (2) "KENDALL COUNTY EMERGENCY MANAGEMENT AGENCY"  
"TRAINING IN PROGRESS" SIGNS. DRONES WOULD BE  
FLOWN BY LICENSED "FAA DRONE PILOTS".

Applicant's Signature:

Kimberly Lotte

Date: 8/14/2018

**Special Event Agreement  
Kendall County Forest Preserve District**

The Kendall County Forest Preserve District (District) and Kendall Co EMA (Permittee) agrees as follows:

1. The Permittee shall meet the following insurance requirements:
  - 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: \_\_\_\_\_, Director / President

Permittee:

Signed: Kimberly Little

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

**KCHSA PRESENTS**

**THIRD ANNUAL TRAIL CHALLENGE/OBSTACLE COURSE 2018**

**WITH**

**WOODLAND SCAVENGER HUNT**

**OCTOBER SIXTH (SATURDAY) AT HARRIS FOREST PRESERVE**

**9:30 START TIME (PLEASE DO NOT SHOW UP BEFORE 8 )**

**\$10 DAY FEE GETS YOU ONE ENTRY IN THE TRAIL CLASS**

**(\$5 PER ADDITIONAL HORSE )**

**AND ONE ENTRY IN THE WOODLAND SCAVENGER HUNT**

**FIRST PLACE IN OBSTACLE COURSE GETS A TROPHY**

**PAY OUT THROUGH THIRD PLACE**

**FIRST: \$25 SECOND: \$15 THIRD: \$10**

**\$5 IF YOU WISH TO JUST TAKE PLACE IN THE SCAVENGER HUNT**

**WALKERS AND RIDERS WELCOME**

**WOODLAND SCAVENGER HUNT WILL HAVE GOODIE BAGS FOR  
PARTICIPANTS**

**CANDY ON TRAIL FOR TRICK OR TREATERS**



**CHECK US OUT ON FACEBOOK OR CONTACT**

**ERIN (630)746-2115 OR LAURA (815)474-3799**



To: Kendall County Forest Preserve District Operations Committee

From: Nicole Norton, Equestrian Program Coordinator

RE: Sunrise Center North – 3-year License Agreement Renewal

Date: September 4, 2018

As we renew the contract agreement between Sunrise Center North (SRCN) and the Kendall County Forest Preserve for the upcoming year, I am requesting your consideration to leave SRCN monthly fees the same (\$1,600 per month).

When SRCN moved their program to Ellis three years ago, they brought numerous added values to the District's Equine Programs, which I would like to bring to your attention.

- **Combined Herds:** SRCN and EHEC have given each other the opportunity to use each other's horses for their own programs. With this, Ellis now has the access to 3 more horses that are utilized in our riding lessons, summer camps, birthday parties, etc. on a daily basis. They have given us the opportunity to increase our horse and program capacity without the added costs that are associated with additional horses.
- **Volunteers:** SRCN has a large volunteer base, which has also helped with Ellis events and chores on numerous occasions, including but not limited to, moving hay, cleaning lime lots and daily maintenance in the barn.
- **Barn/Property Improvements:** SRCN has contributed over \$8,000.00 to improvements at Ellis, including but not limited to, the installation of a second lime lot, fencing, and pouring a sidewalk and concrete pad to the indoor arena, making it handicap accessible.
- **Use of Equipment:** SRCN brought with them a large inventory of tack and other riding accessories, which they have generously allowed us to use for Ellis programs too. In addition to this, they also have allowed us to use their horse trailer multiple times, at no cost to the District. Many trailering companies charge a flat trailering fee PLUS an additional fee per mile traveled. (Average of \$2.55 per mile)
- **Split & Lowered Costs:** Kris Mondrella and I have also worked together to try to lower the costs of routine care for both programs. Some of the costs that we have successfully reduced include grain and shavings purchases. Both programs switched over to a distributor that offers a higher quality product at a lower monthly cost to us. All of the horses on the same schedule for vet and farrier care, with split costs for all Vet Trip Charges for all routine visits.

The combination of these generous resources, and the shift in management practices has directly contributed to the Ellis Equestrian Center's program growth in the recent year. Without the resources that have been brought to us in partnership with SRCN, I do not believe that Ellis would have been able to achieve the growth in the volume that we have with the direct cost savings helping contribute to the program's net gains..

For these reasons, I am requesting your consideration to not raise the monthly fees for SRCN. They have been a pleasure to work with and we look forward to continuing to work with them in the future.

Thank you for your consideration,

**Nicole Norton**, Equine Program Coordinator

# **LICENSE AGREEMENT BETWEEN SUNRISE CENTER NORTH THERAPEUTIC RIDING PROGRAM AND ELLIS HOUSE EQUESTRAIN CENTER**

The License Agreement between Sunrise Center and Ellis House is about to expire and a new 3 year proposal of an increase of \$50.00 in year 2 and another \$50.00 increase in year 3 has been proposed by the Kendall County Forest Preserve Board. On behalf of the Sunrise Center Board, we would like you to consider the following additional information that is pertinent to the operating license fee.

- 1) The average cost to board a horse in the Minooka area ranges from \$350 for multiple horses to \$400 for a single horse. This price includes grain, hay and daily turn-out. At Ellis House, we are currently paying an operating license fee of \$400.00 per stall (or per horse), pay for our own grain and supplements (at approx. 40 per horse per month), and are responsible for one day and one half day of barn chores/feeding per week.
- 2 Ellis House and Sunrise agreed to combine herds so that each organization has access to each others horses. Since Sunrise's lesson program is smaller than Ellis and our horses are trained for the special needs population, Ellis utilizes the Sunrise Horses approximately 84% more than Sunrise uses the Ellis horses. Let it be noted that Ellis has doubled up their lesson program with no extra horse cost to Ellis because of the combining of the herd.
- 3 Sunrise has funded improvements to the grounds which were required to meet our program needs. We either paid for or received generous donations for an additional limestone paddock area and a wheelchair accessible entrance to the indoor arena to accommodate our portable loading ramp (which is still awaiting final placement in the indoor arena by Ellis House). Our program cost for these improvements was \$8,040, which was largely covered by a prior grant for improvements. These improvements have added additional value to the Ellis House property, as well as enhancing its accessibility to riders with mobility issues.
- 4 Sunrise Center is currently writing grants for new footing on the indoor arena, at no cost to Ellis House. Again, adding value to the property.
- 5 Sunrise Center has granted Ellis House full access to our horse trailer for trailering Ellis House horses, as needed, thus eliminating the need and/or expense to obtain alternate transporting of horses, typically to an emergency vet facility or obtaining a new horse. The typical charge for trailering is \$50.00/loading fee and \$1.50/mile.
- 6 Sunrise Center and Ellis House have also work together on our annual 5K fundraising event, and during our first year, combined the event with Ellis House' Family Fun Day. On each occasion, we split the net proceeds with Ellis House, and with the help of Sunrise Center's volunteers, staff expense for Ellis House has been kept to a minimal. We are currently working on the 5K Hoofin It Walk/Run to be held Sept. 30, 2018.

Before increasing our operating license fee in year 2 and year 3, we would like the Kendall County Forest Preserve District Board to take into consideration the additional benefits which Sunrise Center provides to the Ellis House operation.

- Ellis House programs are currently meeting or exceeding the expected budget, in large part to its relationship with Sunrise Center.
- Sunrise Center is a small not-for-profit charitable organization that serves individuals with special needs, regardless of a rider's ability to pay the customary program fee.
- Program fees cover only half of direct program expenses, we must rely on the generous monetary donations from our community and business sponsors to cover the other half of program expenses plus whatever administrative expenses we incur.

Sunrise Center would like to propose the following for your consideration:

- 1) Please consider leaving the monthly operating license fee at \$1,600 (\$400 per stall for four stalls) during the duration of the new license agreement. Additionally, we would like the option to reduce our stall capacity from four to three stalls (horses), with a monthly operating license fee adjustment to \$1250 ( $=\$400 \times 3 \text{ stalls} + \$50$ ). We currently have four horses, which is exceeding our program needs at this time. Although we are currently looking to grow our program, we would still like the option to decrease our herd by one horse, if needed.
- 2) Sunrise Center would also like to be able to have use of the Ellis House grounds for our own fundraising efforts, at no cost to Sunrise Center. Letting us host fundraising events at Ellis House will help sustain our program, while marketing Ellis House at no cost to Ellis House.

Again, the partnership between Sunrise Center and Ellis House has been of excellent benefit to both parties. We look forward to continuing this partnership into the foreseeable future.



## **Sunrise Horse Cost to Ellis House**

	<b>Monthly Cost</b>
1.5 bales of hay per day @ \$3.00/bale	135.00
3.0 hours of labor per day for cleaning, feeding and turn-out for 8 horses @\$10.00/hour = \$900.00/Month minus Ellis horses	450.00
1 bag of shavings per day @ \$5.00/bag	<u>150.00</u>
<b>TOTAL EXPENSE</b>	<b>735.00</b>
4 stalls at \$400.00 per stall	1,600.00
3.75 hours of labor per week	<u>150.00</u>
<b>TOTAL REVENUE</b>	<b>1,750.00</b>

ORDINANCE NO. 18-XX-XXX

**AUTHORIZING THE EXECUTION OF A LICENSE AGREEMENT BETWEEN THE KENDALL COUNTY FOREST PRESERVE DISTRICT AND SUNRISE CENTER, INC. – SUNRISE CENTER NORTH FOR THE OPERATION OF A THERAPEUTIC RIDING PROGRAM AT ELLIS HOUSE AND EQUESTRIAN CENTER**

WHEREAS, the Kendall County Forest Preserve District ("DISTRICT") owns certain property at Baker Woods Forest Preserve in Kendall County commonly known as the Ellis House and Equestrian Center; and

WHEREAS, there is located on said property buildings and improvements commonly known as the Ellis House, Ellis Stable and Indoor Riding Arena, Outdoor Riding Arena, Fenced Feed Lot and Pastures, and Storage Barn; and

WHEREAS, the DISTRICT desires to continue to accommodate the operation of Sunrise Center, Inc. - Sunrise Center North's ("LICENSEE") therapeutic riding program for individuals with disabilities; and

WHEREAS, due to its limited resources, the DISTRICT has determined that the most efficient and cost-effective manner of operating a therapeutic riding program is through the licensing of an outside organization; and

WHEREAS, LICENSEE is a not-for-profit 501(C)3 charitable organization incorporated for the specific purpose of providing therapeutic equestrian activities for individuals with disabilities; and

WHEREAS, pursuant to the Downstate Forest Preserve District Act (70 ILCS 805/7b) the DISTRICT is authorized to issue a license for any activity reasonably connected with DISTRICT purposes; and

WHEREAS, the DISTRICT and LICENSEE desire to continue the operation of a therapeutic riding program at the Ellis House and Equestrian Center as provided for herein.

**NOW, THEREFORE, BE IT ORDAINED** by the Board of Commissioners of the Kendall County Forest Preserve District as follows:

1. The recitals set forth above are incorporated herein and made part hereof.
2. The President is hereby authorized to sign, and the Secretary is hereby directed to attest to, the agreement attached hereto and made a part hereof as Exhibit 1 entitled "A License Agreement for the Operation of a Therapeutic Riding Program at Ellis House and Equestrian Center."
3. The Executive Director is hereby delegated the responsibility of carrying out the terms of said License Agreement.
4. The Secretary is hereby directed to transmit a certified copy of this Ordinance to the Executive Director, and Board of Trustees of Sunrise Center, Inc. –

Sunrise Center North, to the attention of Kris Mondrella, 23061 South Thomas  
Dillon Drive, Channahon, IL 60410.

PASSED AND APPROVED by the President and Board of Commissioners of the  
Kendall County Forest Preserve District this \_\_ day of September, 2018.

APPROVED: \_\_\_\_\_

President

ATTEST: \_\_\_\_\_

Secretary

## **EXHIBIT 1**

### **A LICENSE AGREEMENT FOR THE OPERATION OF A THERAPEUTIC RIDING PROGRAM AT ELLIS HOUSE AND EQUESTRIAN CENTER**

THIS LICENSE AGREEMENT is made and entered into by and between the KENDALL COUNTY FOREST PRESERVE DISTRICT, ILLINOIS, a body corporate and politic, hereinafter referred to as the "DISTRICT," and SUNRISE CENTER, INC. – SUNRISE CENTER NORTH, an Illinois not-for-profit corporation, hereinafter referred to as the "LICENSEE."

#### **WITNESSETH:**

WHEREAS, the DISTRICT owns certain property in Kendall County at Baker Woods Forest Preserve commonly known as the Ellis House and Equestrian Center; and,

WHEREAS, there is located on said property buildings and improvements commonly known as the Ellis House, Ellis Stable and Indoor Riding Arena, Outdoor Riding Arena, Fenced Feed Lot and Pastures, and Storage Barn; and,

WHEREAS, the DISTRICT desires to accommodate the operation of the LICENSEE'S therapeutic riding program for individuals with disabilities; and,

WHEREAS, due to its limited resources, the DISTRICT has determined that the most efficient and cost-effective manner of operating a therapeutic riding program is through the licensing of an outside organization; and,

WHEREAS, LICENSEE is a not-for-profit 501(C)3 charitable organization incorporated for the specific purpose of providing therapeutic equestrian activities for individuals with disabilities; and,

WHEREAS, pursuant to the Downstate Forest Preserve District Act (70 ILCS 805/7b) the DISTRICT is authorized to issue a license for any activity reasonably connected with DISTRICT purposes; and,

WHEREAS, the DISTRICT and LICENSEE desire to continue support for the operation of a therapeutic riding program at the Ellis House and Equestrian Center as provided for herein.

NOW, THEREFORE, in consideration of the mutual promises, terms, and conditions set forth herein, the parties agree as follows:

#### **1.00 LICENSE GRANTED**

1.01 Purpose: Except as otherwise provided in Section 4.05, LICENSEE, as the DISTRICT's exclusive licensee, is hereby authorized to operate a therapeutic riding program as defined in Section 1.02 for furthering the purposes and objectives of the DISTRICT. This Agreement grants only a contractual license to use the Subject Property under the terms and conditions state herein. Further, the rights granted by DISTRICT herein shall vest only in LICENSEE and no such rights shall vest in any of LICENSEE'S employees, agents, subcontractors or

partners, if any. Nothing in this Agreement shall be construed to convey to Licensee any legal or equitable interest in the Subject Property containing the LICENSED PREMISES.

1.02 Licensed Premises: The LICENSED PREMISES shall consist of exclusive rights and use of four of eight horse stalls and a tack and equipment storage area at the Ellis Stable, including shared and scheduled access and use of the attached Indoor Arena within the access limits set forth in Sections 2.04 and 2.05, access and use of the Outdoor Arena, Fenced Feed Lot and Pasture Areas; access and use of the Storage Barn within the limits set forth in Sections 2.04 and 2.05; access and use of the Ellis House Reception Area and Classroom within the limits set forth in Sections 2.04 and 2.05; and discounted use of the Ellis House and Event Tent subject to the limits set forth in Sections 2.04 and 2.05. LICENSEE acknowledges that all areas are shared use and subject to modification with advance notice as described in Section 4.05.

1.03 License Fees and Charges: During the term of the agreement (December 1, 2018 to December 31, 2021) LICENSEE shall pay the DISTRICT a monthly license fee of one thousand six hundred dollars (\$1,600.00) on the first day of each month.

1.04 Use of Parking Areas, Entry Drives and Trails: Licensee shall have the right to utilize the main parking area adjacent to Ellis House, including access to ADA parking stalls, and the overflow gravel lot for staff, volunteer and program participant parking. Additionally, LICENSEE shall have the right to use the limestone surfaced trails for horse riding and conditioning of horses.

1.05 Condition of the Licensed Premises: The LICENSEE has inspected the LICENSED PREMISES and structures prior to signing this Agreement and accepts the conditions of these "as is" and in the condition they exist as of the date of the Agreement, and further agrees to make no demands on the DISTRICT for any improvements, modifications or alterations.

1.06 Term: This Agreement shall be for the term of thirty two (37) months commencing from December 1, 2018 and ending upon December 31, 2021. LICENSEE may, subject to written approval of the DISTRICT, renew this agreement for an additional three-year term, provided that LICENSEE serves written notice thereof on the DISTRICT'S Executive Director at least ninety (90) days prior to the expiration of the original term. This Agreement and terms, including annual License fees, will be reviewed on an annual basis, or as the need arises to address changes in the scope of DISTRICT or LICENSEE operations, with any proposed amendments subject to approval in writing by the DISTRICT'S Board of Commissioners and the LICENSEE'S Board of Trustees.

## **2.00 LICENSEE RIGHTS**

2.01 Coordination and Scheduling: LICENSEE shall have the exclusive responsibility for scheduling all LICENSEE activities on the LICENSED PREMISES. If LICENSEE wishes to conduct a program that extends beyond the established carrying capacity, LICENSEE shall obtain a Special Use Permit from

the DISTRICT. The DISTRICT will consider waiving fees and charges for use of the Ellis House, tent and grounds and use of tables and chairs to support LICENSEE fundraising activities provided the proposed event or activity is scheduled during off-peak rental periods so as not to impact potential revenues.

2.02 Horse Care: The DISTRICT shall be required to stall-feed daily supplements and grain to LICENSEE horses six days per week, each and every week, Tuesday through Saturday, and Sunday evenings. The LICENSEE shall extend horse care and feeding of all DISTRICT and LICENSEE horses on Sunday mornings and Mondays of each week, each and every week, with this schedule subject to modification in coordination with Ellis House and Equestrian Center horse care staff members.

The DISTRICT shall provide stall boarding with daily pasture and/or feed lot turnout for pasture grass and/or grass hay feeding subject to weather and ground conditions and at the discretion of the DISTRICT and LICENSEE. The DISTRICT shall provide grass hay for feeding from its hayfield harvest stores. The LICENSEE shall pay for all required grain and supplements for its four horses, and the DISTRICT shall pay for all required grain and supplements for its four horses.

The DISTRICT is responsible for insuring that water is available at all times to the LICENSEE'S horses. The DISTRICT will check to insure water supplies are adequate twice daily Tuesdays through Sundays, and on Mondays with advanced notice where the DISTRICT is covering horse care responsibilities for the LICENSEE.

LICENSEE horses will be stalled during overnight hours, with the DISTRICT providing sufficient stall shavings at the DISTRICT'S cost subject to the LICENSEE'S care instructions. The DISTRICT shall clean the LICENSEE'S assigned stalls once daily Tuesday through Sunday of each week, replacing stall shavings as needed per instructions from the LICENSEE.

The LICENSEE and the DISTRICT shall cooperatively arrange and schedule for routine veterinary and farrier care services, as it is understood that the LICENSEE and DISTRICT will recognize cost efficiencies from reducing scheduled visits. The DISTRICT and the LICENSEE shall each pay veterinary and farrier costs incurred for the horses owned by each entity separately, and professional service providers shall be directed to bill each entity separately. Any visits beyond routine appointments will be scheduled and paid in full separately by each entity for its owned horses.

2.03 Horse Use in Programs: The LICENSEE and the DISTRICT agree to extend shared use of horses to support each entity's program services. Shared use shall be determined based on suitability for use and exchange within programs, with the understanding that the capacity of both programs will benefit from the exchange. The LICENSEE may limit access and use of LICENSEE horses should LICENSEE horse behavior or health issues warrant limiting of program exchanges. The DISTRICT may limit access and use of DISTRICT



horses should DISTRICT horse behavior or health issues warrant limiting of program exchanges. LICENSEE may elect to extend training to DISTRICT horses in order to improve behavior and program suitability.

2.04 Monthly Schedule: LICENSEE and the DISTRICT will cooperate with coordination of a shared schedule of activities and programs to be held on the LICENSED PREMISES in order to enable the DISTRICT and LICENSEE to schedule and coordinate all program activities and events, as well as perform necessary maintenance, construction, and ensure site security of DISTRICT facilities. Each month's schedule shall be posted to both the stable schedule organizer and DISTRICT'S master calendar updated in real time as reservations are scheduled. Any changes to the schedule which will impact the DISTRICT staff and programs, or the LICENSEE'S staff and programs shall be immediately conveyed in writing to the DISTRICT'S Equestrian Program Coordinator and Farm Manager, and the LICENSEE'S program coordinator.

2.05 Use Limits: LICENSEE may accept program reservations for use of the LICENSED PREMISES up to 6-months prior to the program delivery date on a rolling calendar basis. LICENSEE shall avoid scheduling programming during afternoon hours where weddings or other large events are scheduled. LICENSEE peak program activity is Sunday and Monday of each week, with a limited number of additional sessions scheduled on Tuesdays, Wednesdays, and Thursdays.

During the winter months where Indoor Arena use is shared, and during the summer months where Outdoor Arena use is shared (or the Indoor Arena in case of inclement weather), the DISTRICT and LICENSEE will split the arena in use into two equal areas, or stagger lesson times for full arena use, and the DISTRICT will limit scheduling to no more than two lesson students for participation at any one time.

LICENSEE will limit accepting reservations year-round on those dates where the DISTRICT has scheduled a birthday party or summer camp program where it is understood that the DISTRICT may have need for use of up to two of the LICENSEE'S horses to support its summer camp program subject to the provisions outlined in Section 2.03.

LICENSEE shall have the usage of the facility for all of their current riding clients, including those that are not involved in the therapeutic riding program. However, any new clients/riders that are seeking lessons or riding in the future, and who are not in the therapeutic riding program, shall be referred to the DISTRICT for such services.

2.06 Licensee Staff and Volunteer Access: LICENSEE shall have access to LICENSED PREMISES at all times during the LICENSEE'S programs. The LICENSEE is fully responsible for, and assumes full liability for its paid employees, staff, volunteers and patrons during all scheduled use of the LICENSED PREMISES during its therapeutic riding sessions, programmed use of facilities, and support of horse care operations and maintenance.

## 2.07

2.08 Improvements: LICENSEE may, at its expense, make or construct or cause to be constructed, alterations, repairs or other improvements to the LICENSED PREMISES, provided written approval is first obtained from the DISTRICT'S Board of Commissioners. Absent a written agreement to the contrary, LICENSEE shall not be entitled to reimbursement of the value of any improvements made to the LICENSED PREMISES.

2.09 Caterers: When a caterer is to be utilized by LICENSEE, LICENSEE shall be responsible for selecting a caterer from the Ellis House Approved Caterer's List and/or selecting a caterer that both qualifies for, and submits an application for enrollment in the District's Approved Caterers' program.

2.10 Licensee Staff: LICENSEE shall employ sufficient paid staff and unpaid volunteers to operate and manage the LICENSEE'S program, and shall discipline any employee or volunteer whose conduct or activity shall, in the reasonable exercise of discretion, be deemed as detrimental to the interest of the public utilizing the LICENSED PREMISES. The DISTRICT shall also have the authority to remove any employee or volunteer from the LICENSED PREMISES in their sole discretion whenever the Executive Director determines such action to be in the DISTRICT'S best interest. The DISTRICT will make a reasonable attempt to contact the LICENSEE upon taking such action. Also see Section 2.06.

2.11 Sales: LICENSEE may sell items appropriate to its programs and events in accordance with the guidelines of the DISTRICT, and may charge admission or service fees for its programs and functions held on the LICENSED PREMISES. Unless specifically authorized by the DISTRICT, no other group or individual utilizing the LICENSED PREMISES shall be allowed to sell any goods or items other than food or non-alcoholic beverages, nor may they charge the public any entrance, admission or service fees without the written approval of the DISTRICT.

2.12 Prices: LICENSEE shall at all times maintain fair and reasonable prices and make available to the DISTRICT and public a complete list of the prices for all goods and services, or combinations thereof, supplied to the public on or from the LICENSED PREMISES. LICENSEE shall establish its prices on the basis of the following considerations; (1) that the License is intended to serve the needs of the public at fair and reasonable cost; (2) comparability with prices charged in the Kendall County area for similar goods or services; and (3) the reasonableness of the prices charged in view of the cost of providing the goods and services in compliance with the obligations assumed by the LICENSEE under this agreement.

2.13 Fixtures: LICENSEE shall not install any fixtures on the LICENSED PREMISES without the written approval of the DISTRICT'S Executive Director. As used in this Agreement, "fixture" means any item or article which is permanently attached to the LICENSED PREMISES, or which is attached in such



a manner that its removal would result in substantial damage to the LICENSED PREMISES. All fixtures installed by LICENSEE shall become the property of the DISTRICT. LICENSEE shall not be entitled to reimbursement for the value of any fixture installed on the LICENSED PREMISES.

2.14 Signs: LICENSEE may erect a sign it determines necessary for the operation of LICENSED PREMISES, but only if prior written approval therefore is obtained from the DISTRICT'S Executive Director. LICENSEE shall pay the costs related to the installation and maintenance of any sign. In addition, LICENSEE may display temporary signs for the sole purpose of identifying the location of and direction to the event, provided that the signs shall not be larger than 24" X 30" and shall be removed immediately upon the conclusion of the event. No temporary sign shall contain any political or commercial advertisement or endorsement.

2.15 Security Devices: LICENSEE may, at its expense, install any legal security system or equipment designed for the purpose of protecting LICENSEE'S property (fixtures/personal property) from theft, burglary, vandalism, smoke or fire, provided written approval for installation is first obtained from the DISTRICT'S Executive Director. Expenses for maintaining or repairing any such system or equipment, or any false alarm charges related thereto, shall be paid by the LICENSEE. LICENSEE shall not be responsible for any expense of any legal security system or equipment installed by the DISTRICT or designed for the purpose of protecting the DISTRICT'S property from smoke, fire, or theft.

### **3.00 LICENSEE RESPONSIBILITIES**

3.01 Compliance with Laws: LICENSEE shall comply with all applicable municipal, County and DISTRICT ordinances, state and federal laws and regulations, and all DISTRICT rules and regulations now in force or hereafter promulgated. LICENSEE shall obtain from the appropriate regulatory authority all necessary permits or licenses prior to beginning the construction of any improvements permitted under Section 2.08.

3.02 Trade Fixtures and Personal Property: LICENSEE shall provide such trade fixtures, equipment, riding implements, and other items as are required to properly operate LICENSEE programs. Within 14 days following the expiration of this Agreement, LICENSEE shall remove all trade fixtures, equipment, implements and other items from the LICENSED PREMISES, excluding such fixtures or improvements for which removal would damage or adversely impact DISTRICT grounds and buildings.

If LICENSEE fails to remove its fixtures, equipment, and other implements within said 14-day period, all right, title, and interest in and to such fixtures, equipment, and other implements shall vest in the DISTRICT. In addition, the DISTRICT may charge the LICENSEE for the cost of removing any fixtures, equipment, or other implements from the LICENSED PREMISES.

In the event the DISTRICT terminates this Agreement as a result of default by LICENSEE, the DISTRICT may retain such fixtures, equipment, or other

implements on the LICENSED PREMISES as is necessary, in the DISTRICT'S discretion, to mitigate any damages caused by the LICENSEE, and such fixture, equipment or implements shall become the property of the DISTRICT. If the DISTRICT elects not to retain any fixtures, equipment or implements, LICENSEE shall remove same from the LICENSED PREMISES within 30 days after the DISTRICT serves written notice of said election. If LICENSEE fails to remove its trade fixtures, equipment, and implements within the 30-day period, all right, title, and interest in and to such fixtures, equipment, and implements shall vest in the DISTRICT. In addition, the DISTRICT may charge LICENSEE for the cost of removing any fixtures, equipment, implements or other items from the LICENSED PREMISES.

3.03 Temporary Structures: LICENSEE may place temporary structures on the grounds of the LICENSED PREMISES. As used herein, temporary structures include, but are not limited to, tents, portable stages, tables, booths, bleachers, inflatables, electrical power sources, water services and communication equipment. All temporary structures shall be located in such a manner as to have the least impact on the ground and shall be removed within a reasonable time following the conclusion of a particular function. Any temporary structure that requires staking or digging shall require a proper underground utility survey. The DISTRICT reserves the right to restrict location of temporary structures if damage has occurred or where the DISTRICT determines in its sole discretion that the temporary structure is not appropriate for a location based on environmental, natural resource, or safety considerations.

3.04 Damage to District Property: LICENSEE shall be responsible for any damage to LICENSED PREMISES as a result of LICENSEE activities including, but not limited to, turf and ornamental landscape features, walls, floors, stairways, planters, underground utilities, and to the interiors or exteriors of buildings.

3.05 Payment and Collection of Taxes: LICENSEE shall collect and pay any sales tax or other required taxes in connection with the operation of the LICENSEE'S programs.

3.06 Disorderly Persons: LICENSEE shall not allow any disorderly person to remain on the LICENSED PREMISES.

3.07 Illegal Activities: LICENSEE shall not permit any illegal activity to be conducted upon the LICENSED PREMISES or on any other DISTRICT property and shall promptly notify the Kendall County Sherriff's Office through KenCom to assist in the removal of disorderly persons if necessary.

3.08 Habitation: The LICENSED PREMISES shall not be used as a living quarters for LICENSEE paid staff or volunteers.

3.09 Promotion: LICENSEE shall be responsible for promoting the LICENSEE'S programs to the general public. The DISTRICT and LICENSEE will support opportunities to cross-promote services including, but not limited to website content and information linkages, electronic newsletter features, annual reports, newspaper media, and social medial channels. The DISTRICT and

LICENSEE will support joint opportunities to raise funds needed for operations and capital improvements, with fundraising plans subject to approval by both the DISTRICT'S Board of Commissioners and LICENSEE'S Board of Trustees.

3.10 Custodial Maintenance and Horse Care: LICENSEE shall be responsible for supporting the maintenance and horse care of the Ellis House and Equestrian Center in a reasonably clean, safe and sanitary condition and for performing normal custodial maintenance before and following LICENSEE programs, including, but not limited to, sweeping of the barns and walkways, cleanup of tack and equipment, removal of manure from stalls, feed lot, and pasture areas, and reporting any needed maintenance to buildings and grounds to the DISTRICT. Specific horse care responsibilities are detailed in Section 2.02.

3.11 Sanitation: LICENSEE shall be responsible to support the maintenance of the Ellis House and Equestrian Center in a clean and sanitary condition. LICENSEE shall not permit any debris, refuse, offensive matter or substance constituting a health or fire hazard to remain or accumulate on the LICENSED PREMISES. The DISTRICT will provide the LICENSEE with access to facility dumpsters for trash and recycling, and access to the manure pile. In no event shall refuse be permitted to overflow from the dumpsters or from any receptacle furnished by the DISTRICT.

3.12 Outdoor Articles: LICENSEE shall, at its own expense, move outdoor articles such as, but not limited to, picnic tables, lawn furniture, portable stages or bleachers, tents, or portable toilets, in order to permit the DISTRICT to maintain the turf grounds of the Ellis House and Equestrian Center premises. The DISTRICT shall reasonably accommodate the needs of the LICENSEE in scheduling turf, grounds, and arena area maintenance.

3.13 Botanical Exhibits: Any LICENSEE plans for all horticultural improvements shall be approved by the DISTRICT'S Executive Director prior to installation.

3.14 Accounting and Financial Reporting: LICENSEE shall maintain books and records of the LICENSEE'S programs in conformity with generally accepted accounting principles so as to present fairly and accurately the financial position and results of operating the LICENSEE program.

The books and records maintained shall consist of:

- a. Books of original entry, such as cash receipts;
- b. An accounting of expenditures prepared in a businesslike manner with approved documentation for each expenditure; and
- c. Documentation required to verify payment of applicable state, federal and local taxes, such as, but not limited to, tax returns.

LICENSEE also shall provide the DISTRICT with an annual accounting report or audit. This report shall be furnished in a timely and businesslike manner, and shall include a management letter delivered to the DISTRICT'S Executive Director. All

records and systems shall be available to the DISTRICT for inspection at any time during the term of the Agreement.

3.15 Days and Hours of Operation: LICENSEE shall make all reasonable attempts to schedule LICENSEE programs within this Agreement during the day and evening hours for year-round use on a seven day per week basis. The general use periods for any program day shall not begin earlier than 6:00 am, or end later than 11:00 pm. Any exceptions to the use hours must be approved in advance by Special Use Permit from the DISTRICT. LICENSEE shall also publish public phone numbers and email addresses in order to provide telephone answering service during staffed and non-staffed hours, and shall promptly respond to all public phone inquiries within 72 hours.

During the hours when preserves are normally closed (beginning one hour after sunset and ending one hour after sunrise), all areas not part of the Ellis House and Equestrian Center LICENSED PREMISES shall be closed to the LICENSEE'S patrons, staff and volunteers unless otherwise allowed by a Special Use Permit from the DISTRICT.

3.16 Utility and Service Charges: LICENSEE shall be responsible for providing and paying for its telephone and internet (email) services used to conduct the business of LICENSEE'S programs. In addition, LICENSEE shall be responsible for paying for any and all utility services beyond base services to be covered by the DISTRICT, with base services covered including water, electric, DISTRICT phone, security (other than those procured pursuant to Section 2.16 above) and fire monitoring, natural gas, and electricity. Any additional utility and telephone service extended shall be in the LICENSEE'S name. LICENSEE hereby waives any and all claims against the DISTRICT for compensation for loss or damage caused by any defect, deficiency or impairment of any utility, water supply, drainage, waste, septic, heating or gas system, or in any electrical apparatus or wire serving the LICENSED PREMISES.

3.17 Safety: LICENSEE shall be solely responsible for the safety of all LICENSEE paid employees, volunteers, and patrons utilizing the LICENSED PREMISES and for ensuring that the LICENSED PREMISES are maintained at all times in a reasonably safe condition during all LICENSEE programs. LICENSEE shall promptly correct any unsafe condition or practice under its control and shall promptly notify the DISTRICT of any such condition under the DISTRICT'S control. Until the unsafe condition or practice is corrected, the affected area shall be closed to the public. LICENSEE shall make reasonable efforts to obtain emergency medical care for any person requiring such care as a result of illness or injury occurring on the LICENSED PREMISES during LICENSEE programs and maintenance support activities. LICENSEE shall also use its best efforts to fully cooperate with the DISTRICT in the investigation of any illness, injury, or death occurring on the LICENSED PREMISES, including providing prompt written reports thereof to the DISTRICT'S Executive Director.

3.18 Payment of Taxes: The rights granted herein to the LICENSEE may be subject to real property or leasehold taxation or other assessment and the



DISTRICT makes no claims as to the tax status of the Subject Property. As required by 35 ILCS 200/15-15 of the Illinois Property Tax Code, the DISTRICT will file a copy of the Agreement and a complete description of the LICENSED PREMISES with the assessment officer. In the event the LICENSED PREMISES should be assessed and taxed pursuant to 35 ILCS 200/15-15, at any time during the term of this License, it shall be the obligation of the LICENSEE to pay such taxes as are incurred during that term. At the termination of this Agreement, LICENSEE shall pay all taxes incurred, though not yet due and owing. Any such taxes shall be prorated to parallel the License term. LICENSEE shall pay, before delinquency, all taxes, assessments, fees or charges which at any time may be levied by the state, county or tax or other assessment-levying body upon the LICENSED PREMISES or LICENSEE'S rights therein.

3.19        Cooperation: LICENSEE acknowledges that the DISTRICT may, from time to time, construct improvements, alterations or additions to the LICENSED PREMISES. The construction work will be scheduled at a time that is mutually satisfactory to the parties. LICENSEE shall cooperate with the DISTRICT in the event the construction affects LICENSEE'S use of the LICENSED PREMISES by vacating and removing from any affected area all personal property and trade fixtures as required by construction. LICENSEE further agrees to cooperate with the DISTRICT with respect to the DISTRICT'S responsibility for repair and maintenance under Section 5.02 by removing any personal property or trade fixtures necessary in order for the DISTRICT to perform such repair and maintenance.

#### **4.00 DISTRICT RIGHTS**

4.01        Use of Licensed Premises: The DISTRICT shall have the right to access and utilize the LICENSED PREMISES at all times for its own purposes, including, but not limited to, to support DISTRICT operations, perform daily horse care responsibilities, to perform routine maintenance, and to ensure public safety. The DISTRICT shall participate in joint scheduling of the Indoor Arena and Outdoor Arena so as not to unreasonably interfere with the LICENSEE'S planned and scheduled program activities, and LICENSEE shall participate in joint scheduling of the Indoor Arena and Outdoor Arena so as not to unreasonably interfere with the DISTRICT'S planned and scheduled program activities. LICENSEE base access rights to the Indoor and Outdoor Arena are detailed in Section 2.05.

4.02        District Improvements: The DISTRICT may construct additions, alterations, repairs, or other improvements to the LICENSED PREMISES, in which case LICENSEE shall cooperate with the DISTRICT as required under Section 5.02. In making the improvements, the DISTRICT will make every reasonable effort to avoid unnecessary destruction of or injury to the trees, shrubs, turf, buildings, or other landscaping on the LICENSED PREMISES. In the event construction of a particular improvement materially interferes with the operation of the LICENSED PREMISES or LICENSEE programs, as determined by the DISTRICT, LICENSEE shall suspend Licensed operations and vacate the premises, but the terms of the Agreement shall continue in full force and effect,

with the exception that the LICENSEE shall not be required to pay the license fee during the suspension period. LICENSEE shall resume full and complete operation of the LICENSEE programs within 14-days following written notice from the DISTRICT'S Executive Director that the LICENSED PREMISES are free of construction debris and in operable condition.

4.03 Right of Entry: Any officer, employee or agent of the DISTRICT may enter upon the LICENSED PREMISES at any and all reasonable times for the purpose of determining whether the LICENSEE is complying with the terms and conditions of this Agreement, and for any other purpose incidental to the rights of the DISTRICT under this Agreement. In the event of an unauthorized abandonment, vacation or discontinuance of License operations, LICENSEE hereby irrevocably authorizes the DISTRICT'S officers and employees thereof to (1) take possession of the LICENSED PREMISES, including all improvements, equipment, implements, fixtures, inventory and personal property thereon; (2) remove any and all persons or property on the LICENSED PREMISES and place such property in storage at the expense of LICENSEE; (3) license or sub-license the LICENSED PREMISES; and (4) after payment of all expenses arising from such licensing or sub-licensing, apply payment realized therefrom to the satisfaction or mitigation of all damages arising from LICENSEE'S breach of this Agreement. Entry by the DISTRICT upon the LICENSED PREMISES for the purpose of exercising authority herein as agent of LICENSEE shall be without prejudice to the exercise of any other rights provided for herein, including, but not limited to those within Section 3.02 or by law to remedy a breach of this Agreement.

4.04 Easements: The District reserves the right to establish, grant, or utilize utility easements or right-of-way over, under, along and across the LICENSED PREMISES for all lawful purposes to and from any portion of the Baker Woods Forest Preserve which includes the Ellis House and Equestrian Center, provided that the DISTRICT shall exercise such rights in a manner which, if possible, will minimize interference with the operation of the LICENSED PREMISES.

4.05 Modification of Licensed Premises: LICENSEE acknowledges that the DISTRICT reserves the right to modify the boundary of the LICENSED PREMISES if it is determined to be in the public's best interest. LICENSEE shall cooperate with the DISTRICT concerning any modification to the LICENSED PREMISES.

## **5.00 DISTRICT OBLIGATIONS**

5.01 Certificate of Occupancy and Warranties: The DISTRICT shall maintain a certificate of use and occupancy for the LICENSED PREMISES from the appropriate building authority. The District makes no warranties, either expressed or implied, with respect to the LICENSED PREMISES.

5.02 Repair and Maintenance: The DISTRICT shall be responsible for all repairs and maintenance (other than those specified in Section 2.08 and provisions of Section 3) to the LICENSED PREMISES. The DISTRICT will repair any interior damage caused by defects or failures in the LICENSED PREMISES, excluding

damage to the facility caused by LICENSEE and fixtures (if any), personal property or implements installed or stored by the LICENSEE. The DISTRICT shall maintain the grounds of the Ellis House and Equestrian Center.

5.03        Facilities Access: The DISTRICT will provide the LICENSEE with keys for accessing the Ellis House reception and classroom areas (only); Ellis Stable; and Storage Barn. LICENSEE will be responsible for ensuring that facilities and pastures are securely locked before and following each access and use. All doors, with the exception of the Ellis Stable, are to be locked at all times when not occupied by LICENSEE'S paid staff and volunteers.

## **6.00 HOLD HARMLESS AND INDEMNIFICATION**

6.01        Personal Injury, Death, or Property Damage-Indemnification by LICENSEE: LICENSEE shall defend with counsel of the DISTRICT'S own choosing, save, indemnify, keep an hold harmless the DISTRICT and all of its elected officials, past, present and future Commission members, officers, servants, agents, and employees from all damages, suits, liabilities, causes of action, costs and expenses, in law or equity, including costs of suit and reasonable attorney and expert witness fees, that may at any time arise or be claimed by any person, including the agents, servants, employees, or contractors of the LICENSEE and/or the DISTRICT, on account of any loss, damage, personal injury, sickness, death or property damage ("Claims") arising out of the LICENSEE'S rights, responsibilities or actions under this Agreement when such claim is caused by an act or omission to act on the part of LICENSEE or its agents, servants, employees or contractors that allegedly constitutes, without limitation:

- a. Negligence;
- b. Willful and Wanton conduct;
- c. Creation or maintenance of a dangerous condition on the LICENSED PREMISES;
- d. Breach of warranty, expressed or implied;
- e. Defectiveness of any product; or
- f. Actionable intentional infliction of harm.

In the event any person or any partnership, corporation, company or other entity recovers a judgement or settlement against the DISTRICT or any of its elected officials, officers, agents or employees by reason of any of the aforementioned acts or omissions, LICENSEE shall indemnify same in an amount equal to the judgment or settlement (and for all related costs and expenses), provided timely notice of the suit or claim giving rise to the judgment or settlement was given to LICENSEE and LICENSEE was given a reasonable opportunity to defend the suit or claim.

The DISTRICT does not waive its defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 *et seq.*) by reason of indemnification or insurance. Indemnification shall survive the termination of this contract.

6.02        Environmental and Health Hazards Disclosure: The Licensee acknowledges and accepts the risks associated with the presence of environmental health hazards including, but not limited to, lead-based paint, asbestos or mold.

The Ellis House and Equestrian Center premises were not constructed before 1978. Regardless, the LICENSEE and the DISTRICT shall use best practices for safe repairs and other improvements to the LICENSED PREMISES.

6.03        Mechanic's Liens: Should LICENSEE contract with any party to perform work on the LICENSED PREMISES, it shall include the following Lien Waiver Clause in such contracts:

"Contractor hereby waives any claim of lien against subject premises on behalf of Contractor, its officers, insurers, employees, agents, suppliers and/or sub-contractors employed under this Agreement. Upon completion of the project and as a condition prior to payment in full, Contractor shall tender to Client a final waiver of lien for all subcontractors and/or suppliers."

LICENSEE shall defend, indemnify and hold harmless the DISTRICT from all damages, suits, liabilities, costs and expenses, in law or equity, including reasonable attorney's fees, arising from any action brought by any mechanic, laborer, or material man in an action to enforce mechanic's liens filed with respect to work performed on the LICENSED PREMISES as a result of providing labor or materials thereon at the request of the LICENSEE. In the event a judgment or settlement is rendered in favor of the claimant in any such action, LICENSEE shall promptly obtain full satisfaction thereof through payment of all sums due thereon, provided LICENSEE was given timely notice of such lien or claim and a responsible opportunity to deny said suit or claim.

6.04        Waiver & Release of Liability: 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 of the rights and privileges granted to LICENSEE hereunder, or the conduct of the licensed activities, 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. The risks and dangers of such licensed activities may arise from foreseeable or unforeseeable causes and by my participation in these activities, LICENSEE hereby assumes all risks and dangers and all responsibility for any losses and/or damages.

6.05        Privileges and Immunities: Nothing in Sections 6.01 or 6.04 of this Agreement shall be interpreted to waive, release or compromise the DISTRICT and/or the LICENSEE'S statutory or common law privileges and/or immunities which are fully reserved. There are not third party beneficiaries of this Agreement.

6.06        Force Majeure: Neither party will be responsible to the other for damage, loss, injury, or interruption of work if the damage, loss, injury, or interruption of work is caused solely by conditions that are beyond the reasonable control of the parties, and without the intentional misconduct or negligence, of that party (hereinafter referred to as a "force majeure event"). To the extent not within



the control of either party, such force majeure events include: acts of God, acts of any governmental authorities, fire, explosions or other casualties, vandalism, and riots or war. A party claiming a force majeure event ("the claiming party") shall promptly notify the other party in writing, describing the nature and estimated duration of the claiming party's inability to perform due to the force majeure event. The cause of such inability to perform will be remedied by the claiming party with all reasonable dispatch.

## **7.00 DESTRUCTION OF THE LICENSED PREMISES:**

7.01 Election by the District: If the LICENSED PREMISES are totally or partially destroyed by fire, earthquake, flood, storms, war, insurrection, riot, public disorder or any other causality, the DISTRICT may, at its option, either restore the LICENSED PREMISES or terminate this Agreement. If the DISTRICT elects to restore the LICENSED PREMISES, this Agreement shall continue in full force and effect, except that Licenses operations may, as determined by the DISTRICT, be suspended during the period of restoration. The LICENSEE will not be required to pay the monthly license fee during the suspension period. LICENSEE shall cooperate in the restoration of the LICENSED PREMISES by vacating and removing all fixtures and personal property for such periods as are required for the restoration.

## **8.00 INSURANCE**

8.01 General Requirements: LICENSEE shall procure, maintain and keep in force for the term of this Agreement policies of property, liability and if applicable, workers' compensation and employer's liability insurance. Such policies shall be issued by companies authorized to do business in the State of Illinois and approved by the DISTRICT. All policies shall be occurrence policies. Claims made policies are unacceptable. All policies shall be primary and not require contribution from the DISTRICT'S policies. No self-insured reserves shall be allowed except as approved in writing by the Executive Director of the DISTRICT. All liability and workers' compensation policies must include a waiver of subrogation in favor of the DISTRICT. The policies to be provided and maintained by the LICENSEE are as follows:

- a. Commercial general liability insurance with limits of not less than \$1,000,000 per occurrence bodily injury/property damage combined single limit; \$2,000,000 aggregate bodily injury/property damage combined single limit. The policy of commercial general liability insurance shall provide coverage for all liability for bodily injury, sickness, death and property damage arising from activities conducted on the LICENSED PREMISES and shall include coverage for (i) food and beverages served and all other goods sold or services rendered on the LICENSED PREMISES; (ii) contractual liability for the obligations assumed by the LICENSEE under Section 6.01. An endorsement for volunteers CG-20-21 is required for the LICENSEE who utilizes volunteer personnel services on the LICENSED PREMISES.
- b. Comprehensive motor vehicle liability insurance with limits of not less than \$1,000,000 per accident bodily injury/property damage combined single limit

- covering LICENSEE'S owned, non-owned and rented vehicles if LICENSEE owns and/or operates such vehicles on the Licensed Premises.
- c. Minimum umbrella occurrence insurance of \$1,000,000 per occurrence and \$2,000,000 aggregate. The umbrella insurance shall provide coverage in excess of the insurance specified in subsections (a) and (b) above.
  - d. Property insurance providing coverage against fire and extended coverage perils for all personal property, articles and equipment owned or leased by the LICENSEE which are situated on the LICENSED PREMISES. The property coverage shall cover losses on a replacement-cost basis.
  - e. Workers' compensation and employer's liability insurance, including coverage for occupational diseases, covering all of the LICENSEE'S employees who perform work on the LICENSED PREMISES. Limits for the workers' compensation coverage shall be those required by the applicable workers' compensation statutes for the State of Illinois. Limits for the employer's liability coverage shall be not less than \$100,000 each accident/injury; \$100,000 each employee/disease; \$500,000 policy limit. In the event the LICENSEE has no employees covered under the applicable workers' compensation statutes, LICENSEE shall file with the DISTRICT'S Executive Director a statement to the effect in lieu of the policies required under this subsection. If at any time LICENSEE hires any person or persons covered by the applicable workers' compensation statutes, LICENSEE shall immediately obtain policies of workers' compensation and employer's liability insurance meeting the requirements hereinabove stated and shall file evidence thereof with the DISTRICT'S Executive Director as provided in Section 8.03.

8.02        Additional Insured: LICENSEE shall obtain certificates of insurance specifically naming the DISTRICT as an additional insured in the amounts specified for all coverage required in subsections a and c of Section 8.01. The certificates shall protect and inure to the benefit of the DISTRICT and its representatives including, but not limited to, its officers, elected officials, and employees.

The DISTRICT shall obtain certificates of insurance specifically naming the LICENSEE as an additional insured for the actual coverage limits held by the DISTRICT. The certificate(s) shall protect and inure to the benefit of the LICENSEE and its representatives including, but not limited to, its officers, elected officials, and employees. The coverage applicable to the additional insured under this provision shall be excess over any other valid and collectible insurance, whether contingent, excess or primary unless required by contract and **Occurrence or Wrongful Act** is because of the negligence of the insured. As a condition of coverage, the additional insured shall be obligated to tender the defense and indemnity of every **Claim** or **Suit** to all other insurers that may provide coverage to the additional insured, whether on a contingent, excess or primary basis.

8.03        Evidence of Insurance: LICENSEE shall furnish the DISTRICT with a certificate of insurance for each policy required herein. In addition, when requested by the DISTRICT, LICENSEE shall furnish copies of the actual policies and endorsements showing the coverage enumerated herein to be provided by the

LICENSEE. Any such certificates and policies shall provide that no change, modification or cancellation of any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company or companies to the DISTRICT. The DISTRICT'S failure to demand such certificate of insurance shall not act as a waiver of LICENSEE'S obligation to maintain the insurance required under this Agreement.

The DISTRICT shall furnish the LICENSEE with a certificate of insurance for each policy as indicated in section 8.02. In addition, when requested by the LICENSEE, DISTRICT shall furnish copies of the actual policies and endorsements showing the enumerated coverages to be provided by the DISTRICT. Any such certificates and policies shall provide that no change, modification or cancellation of any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company or companies to the LICENSEE. The LICENSEE'S failure to demand such certificate of insurance shall not act as a waiver of the DISTRICT'S obligation to maintain the minimal insurance coverage required under this Agreement.

8.05        Operation of License: Operation of the LICENSED PREMISES and LICENSEE programs shall not commence until the LICENSEE has complied with the aforementioned insurance requirements, and shall be suspended during any period that the LICENSEE fails to maintain said policies in full force and effect. Additionally, in the case of the LICENSEE'S failure to maintain the required insurance coverage, the DISTRICT may, at its discretion, either terminate this Agreement or procure such insurance and pay all premiums in connection therewith, and may thereafter charge said premiums to the LICENSEE. The LICENSEE shall pay the invoice submitted by the DISTRICT within 10 days of service of notice thereof as provided for in section 19.01.

8.06        Effect of Coverage: The insurance required under this Agreement does not represent that coverage and limits will necessarily be adequate to protect LICENSEE, nor be deemed as a limitation on LICENSEE's liability to the DISTRICT or others under this Agreement

## **9.00 TRANSFERS**

9.01        Sub-license or Assignment: Licensee shall not, without the express written consent of the DISTRICT, assign, sell, sub-license, hypothecate, mortgage or in any manner transfer its interest in this Agreement. Any attempted assignment, sale, sub-licensing, hypothecation, mortgage or transfer without the express written consent of the DISTRICT shall be void and shall constitute a default under this agreement.

9.02        Binding on Transferee: The provisions set forth in this Agreement shall be binding on each approved transferee, and the LICENSEE shall provide each transferee with a copy of this Agreement.

## **10.00        DISCRIMINATION PROHIBITED**

10.01 Equal Opportunity: In operating the LICENSED PREMISES and LICENSEE programs, 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 Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all associated applicable rules and regulations. LICENSEE further agrees that it will not deny employment to any person or refuse to enter into any contract for the performance of any work or service of any kind by, for or on its behalf with respect to the operation of the LICENSED PREMISES and LICENSEE'S programs on the ground of unlawful discrimination as defined in the Illinois Human Rights Act.

10.02 ADA Compliance: In operating the LICENSED PREMISES and LICENSEE'S program, LICENSEE shall comply with all applicable provisions of the American with Disabilities Act of 1990 as amended, and the rules and regulations related thereto. The DISTRICT shall be responsible for ensuring structural compliance with the Americans with Disabilities Act.

10.03 Equal Use: The use of the LICENSED PREMISES shall be open on an equal basis to the general public.

## **11.00 TERMINATION**

11.01 Without Cause: Either the DISTRICT or LICENSEE may terminate this Agreement without cause. Such termination shall be effective not sooner than 90 days after written notice thereof has been served in accordance with Section 19.00.

11.02 For Cause: This Agreement may be terminated for cause by either party upon the occurrence of any one or more of the events of default hereinafter described in Section 12.00. As a condition precedent to termination under this Section, the party desiring termination shall give the other party (a) 14 days written notice by registered or certified mail, return receipt requested, of the date chosen for termination and the grounds therefor, and (b) and opportunity to remedy the default or be heard on or before the date set for termination, if written request is made therefore.

11.03 Damages: Upon termination pursuant to Section 11.02, the DISTRICT shall have the right to take immediate possession of the LICENSED PREMISES. LICENSEE shall remove all personal property from the LICENSED PREMISES within 90 days of the date of the Section 11.02 termination. If LICENSEE fails to remove its personal property within said 90 day period, all right, title, and interest in and to such property shall vest in the DISTRICT. If the termination was the result of a default by the LICENSEE, the DISTRICT may take possession of all LICENSEE owned fixtures and personal property located on the LICENSED PREMISES for the purpose of satisfying or mitigating any and all damages arising from the LICENSEE'S breach of this Agreement.

11.04 Guarantee of Rights: Action by the DISTRICT to effectuate a termination and forfeiture of possession shall be without prejudice to the exercise of any rights provided herein or by law to remedy a breach of this Agreement.

## **12.00       EVENTS OF DEFAULT**

12.01       Abandonment: The unauthorized abandonment or vacation of the LICENSED PREMISES by the LICENSEE.

12.02       Failure to Maintain: The failure on the part of the LICENSEE to maintain the LICENSED PREMISES in a clean, sanitary and safe state of repair where such condition continues for more than 10 days after written notice from the DISTRICT'S Executive Director to correct the condition.

12.03       Bankruptcy: The filing of a voluntary petition in bankruptcy by the LICENSEE; the adjudication of the LICENSEE as bankrupt; the appointment of a receiver of the LICENSEE'S assets; the making of a general assignment for the benefit of creditors; a petition or answer seeking an arrangement for the reorganization of the LICENSEE under any Federal Reorganization Act, including petitions or answers under Chapters X or XI of the Bankruptcy Act; the occurrence of any act which operates to deprive the LICENSEE permanently of the rights, powers and privileges necessary for the proper conduct and operation of the LICENSED PREMISES; or the levy of any attachment or execution which substantially interferes with the LICENSEE'S operations under this Agreement and which attachment or execution is not vacated, dismissed, stayed or set aside within a period of 60 days.

12.04       Discrimination: A determination made by the appropriate regulatory, state or federal agency that a violation of civil rights under the Americans with Disabilities Act or other form of discrimination has been practiced by the LICENSEE in violation of state or federal laws and where action to correct or mitigate the situation is not properly taken. Such action shall be suitable to the regulatory agency making a finding of discrimination.

12.05       Change in Corporate Purpose: Any changes in the LICENSEE'S corporate purposes which, in the discretion of the DISTRICT, are inconsistent with the Kendall County Forest Preserve District's purposes.

12.06       Failure to Notify: The failure by the LICENSEE to provide the DISTRICT with written notification of any change in the LICENSEE'S corporate purposes at least 30 days prior to the effective date of such change.

12.07       Failure to Perform – Licensee: The failure of the LICENSEE to keep, perform and observe all other promises, covenants and conditions set forth in this Agreement, where such failure continues for more than 14 days after receipt of written notice from the DISTRICT'S Executive Director demanding correction thereof, provided that where fulfillment of such obligation requires performance over a period of time and the LICENSEE shall have commenced to perform whatever may be required to cure the particular default within 10 days after such notice and thereafter continues such performance diligently and in good faith, said time limit may be waived in the manner and to the extent allowed by the DISTRICT'S Executive Director.



12.08      Failure to Perform – District: Failure by the DISTRICT to perform within a reasonable time necessary maintenance or repairs to the LICENSED PREMISES or failure of the DISTRICT to keep, perform and observe all other promises, covenants and conditions set forth in this Agreement, where such failure continues for more than a reasonable period of time after receipt of written notice from the LICENSEE demanding correction thereof, provided that where fulfillment of such obligation requires performance over a period of time and the DISTRICT shall have commenced to perform whatever may be required to cure the particular default within 10 days after such notice and thereafter continues such performance diligently and in good faith, said time limit may be waived in the manner and to the extent allowed by the LICENSEE'S Board of Directors.

12.09      Revocation of Occupancy Permit: Revocation by the applicable regulatory authority of the certificate of occupancy for the LICENSED PREMISES because of a defect which cannot be cured by the DISTRICT within a reasonable time.

12.10      Waiver: A waiver by either party of any default of one or more of the covenants, conditions or terms of this Agreement shall not constitute a waiver of any subsequent or other default of the same or other covenant, condition or term herein contained, nor shall the failure on the part of either party to require exact, full and complete compliance with any of the covenants, conditions or terms herein contained be construed as in any manner changing the terms of this Agreement or estopping the other party from enforcing the full provisions contained herein. No delay, failure or omission of the DISTRICT to re-enter the LICENSED PREMISES or of either party hereto to exercise any right, power, privilege or option arising from any default, or any subsequent acceptance of payments then or thereafter accrued shall impair any such right, privilege or option, or be construed as a waiver of or acquiescence in such default or as a relinquishment of any right. Time is of the essence of this Agreement. No notice to LICENSEE shall be required to restore or revive "time is of the essence" after the waiver by the DISTRICT of any default. No option, right, power, remedy or privilege of either party hereto shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, privileges and remedies given the parties by this Agreement shall be cumulative.

### **13.00      SURRENDER**

13.01      Vacation of Premises: Upon the expiration or termination of his Agreement, LICENSEE shall peaceably vacate the LICENSED PREMISES and any and all improvements located thereon and deliver up the same to the DISTRICT in as good condition as received good condition, ordinary wear and tear excepted.

### **14.00      INTERPRETATION**

14.01      Headings: The headings herein contained are for convenience and reference only and are not intended to limit the scope of any Section.

**15.00      INDEPENDENT CONTRACTOR:** In performing the obligations hereunder, LICENSEE is engaged solely in the capacity of an independent contractor and not as a representative, agent, or employee of the DISTRICT, it being expressly understood that no relationship between the parties other than that of an independent contractor has been or is intended to be created. This Agreement does not constitute, and the parties hereto do not intend to create hereby, a partnership; joint venture; or relationship of master and servant, principal and agent, landlord and tenant or lessor and lessee, as it is mutually understood and agreed that the relationship created by this Agreement and the construction of the rights and duties hereunder is to be determined in accordance with the Illinois laws relating to licensor and Licensee.

LICENSEE understands and agrees that LICENSEE is solely responsible for paying all wages, benefits and any other compensation due and owing to LICENSEE'S officers, employees, and agents for the performance of services as described in the Agreement. LICENSEE further understands and agrees that LICENSEE is solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for LICENSEE'S officers, employees and/or agents who perform services as described in the Agreement. LICENSEE also acknowledges its obligation to obtain appropriate insurance coverage for the benefit of LICENSEE, LICENSEE'S officers, employees and agents and agrees that the DISTRICT is not responsible for providing any insurance coverage for the benefit of LICENSEE, LICENSEE'S officers, employees and agents. LICENSEE hereby agrees to defend with counsel of Kendall County's own choosing, indemnify and waive any right to recover alleged damages, penalties, interest, fees (including attorneys' fees), and/or costs from the DISTRICT, its board members, officials, employees, insurers, and agents for any alleged injuries that LICENSEE, its officers, employees and/or agents may sustain while performing services under the Agreement.

**16.00      ENFORCEMENT**

16.01      Responsibility: The DISTRICT'S Executive Director shall be responsible for the enforcement of this Agreement on behalf of the DISTRICT and shall be assisted therein by such officers and employees of the DISTRICT as the Executive Director deems necessary.

**17.00      ATTORNEY FEES AND COSTS**

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

## **18.00 DISTRICT LIAISON**

18.01 Staff Liaison: The DISTRICT will assign a staff liaison who shall be notified of all meetings of the LICENSEE'S Board of Directors, and who shall have the right to attend all board meetings of the members of the LICENSEE'S Board of Directors, except for those portions of meetings where license negotiations, legal proceedings, or legal actions, between the DISTRICT and LICENSEE are to be discussed. When discussed, these items shall be the last items handled before adjournments and no other business shall be conducted after the staff liaison exits from the meeting.

## **19.00 NOTICES**

19.01 Mailing Requirements: All notices required to be given under the terms of this Agreement or any applicable law shall be served either (a) personally during regular business hours; (b) by facsimile during regular business hours; or (c) by certified or registered mail, return receipt requested, placed in a sealed envelope with postage prepaid and deposited in the United States mail. Notices served upon the DISTRICT shall be addressed to the Executive Director, Forest Preserve District of Kendall County, 110 W. Madison Street, Yorkville, IL 60560, with copy sent to: Kendall County State's Attorney, 807 John Street, Yorkville, Illinois, 60560, fax (630) 553-4204, or such other place as may be designated in writing by the Executive Director. Notices served upon the LICENSEE shall be addressed to the Sunrise Center, Inc., - Sunrise Center North 23061 South Thomas Dillon Drive, Channahon, Illinois 60410. Notices served personally or by facsimile transmission shall be effective upon receipt, and notices served by mail shall be effective upon receipt as verified by the United States Postal Service.

## **20.00 CONFLICT OF INTEREST**

20.01 Financial Interest: Both parties affirm no DISTRICT officer or elected official has a direct or indirect pecuniary interest in LICENSEE or this Agreement, or, if any Kendall County officer or elected official does have a direct or indirect pecuniary interest in LICENSEE or this Agreement, that interest, and the procedure followed to effectuate this Agreement has and will comply with 50 ILCS 105/3.

## **21.00 PROHIBITION OF RECORDATION**

21.01 Filing with Recorder of Deeds: This Agreement shall not, or shall any copy thereof or any statement, paper, or affidavit in any way or manner referring hereto, be filed in the Office of the Recorder of Deeds of Kendall County, Illinois, or in any other public office by the LICENSEE or anyone acting for the LICENSEE, and if the same be so filed, this Agreement, at the option of the DISTRICT, may be terminated, and the DISTRICT may declare such filing a default of this Agreement.

## **22.00 PERMITS AND LICENSES**

22.01 Alcoholic Beverages: DISTRICT ordinances provide that alcoholic beverages may be possessed and consumed in connection with the Ellis House and Equestrian Center only when food is dispensed for consumption on the Ellis



House premises. LICENSEE will at all times during the term of this Agreement and any extension hereof comply with all DISTRICT ordinances and with all state and local laws and see that each caterer engaged for service by the LICENSEE has secured and maintained all liquor and food dispensing licenses and permits that may be required by law and the ordinances of Kendall County.

**23.00      LICENSE NOT LEASE:** The parties acknowledge that this agreement is a license agreement and not a lease. If a court of competent jurisdiction interprets or declares this document to be a lease the leasehold shall terminate twenty four hours after such interpretation or declaration and the leasehold shall be extinguished contemporaneous with such termination.

**24.00      ENTIRE AGREEMENT**

24.01      Entire Agreement: This document constitutes the entire Agreement between the parties for the operation of the LICENSED PREMISES and LICENSEE'S programs. All other agreements, promises and representations with respect thereto are expressly revoked, as it has been the intention of the parties to provide for a complete integration within the provisions of this document and the exhibits attached hereto.

24.02      Modifications: This document may be modified only by further written agreement specifically referring to this Section. Any such modification shall not be effective unless approved and executed by the LICENSEE'S Board of Trustees and, in the case of the DISTRICT, until approved by the Board of Commissioners and executed by the President thereof.

**25.00      CHOICE OF LAW AND VENUE:** This Agreement shall be construed in accordance with the law and Constitution of the State of Illinois and if any provision is invalid for any reason such invalidations shall not render invalid other provisions which can be given effect without the invalid provision. 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.

**26.00      COUNTERPARTS:** This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.

**27.00      AUTHORITY TO EXECUTE AGREEMENT:** The DISTRICT and LICENSEE each hereby warrant and represent that their respective signatures set forth below have been and are on the date of this Agreement duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the \_\_\_\_ day of September, 2018.

KENDALL COUNTY FOREST  
PRESERVE DISTRICT  
A body corporate and politic  
110 W. Madison Street

SUNRISE CENTER, INC. –  
SUNRISE CENTER NORTH  
An Illinois Not-for-Profit Corporation  
23061 South Thomas Dillon Drive,

Yorkville, IL 60560

Channahon, IL 60410

By: \_\_\_\_\_  
Judy Gilmour, President

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

Title: \_\_\_\_\_

Attest: \_\_\_\_\_  
Elizabeth Flowers, Secretary

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

**Kendall County Forest Preserve District  
Hoover Grounds Supervisor and Resident House  
Lease Agreement**

**THIS AGREEMENT** ("Lease Agreement") is made and entered into this \_\_\_\_ day of November 2018, by and between the Kendall County Forest Preserve District ("District"), a unit of local government, ("Employee-Tenant") and Jay Teckenbrock (referred to as "Tenant"), an individual currently residing at the Hoover Forest Preserve Residence, 11285 W. Fox Road, Yorkville, IL 60560, for and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

**1. PURPOSE.**

This Lease Agreement provides for the Tenants' possession and use of the Grounds Supervisor and Resident House, the surrounding fenced yard, and the storage shed, located at Hoover Forest Preserve –11285 W. Fox Road, Yorkville, Illinois, 60560 (hereinafter referred to as the "Residence"), an image of which is attached as Exhibit A, during the Employee-Tenant's employment as a Grounds Supervisor-Resident by the District. By signing this Lease Agreement, the parties affirm their agreement that Employee-Tenant is required to live at the Residence as a condition of his continued employment by the District as the Grounds Supervisor and Resident; the Residence is located on District property; and the Residence is provided for the convenience of the District by allowing Employee-Tenant to promptly respond to District needs at Hoover Forest Preserve outside of regular business hours. Also, this Lease Agreement confirms the parties' understanding and agreement that the Tenants' possession and use of the Residence is part of the Employee-Tenant's total wage and benefits compensation package as Grounds Supervisor and Resident for the District. *Nothing in this Lease Agreement is intended to and/or does create a contract of employment, express or implied. Employee-Tenant's employment with the District is "at-will", which means Employee-Tenant's employment relationship may be terminated at any time, with or without cause.*

**2. PROPERTY.**

2.1 Leased Property. District owns certain real property and improvements consisting of the Residence. District desires to lease the Residence to Tenants upon the terms and conditions contained herein. Tenants desire to lease the Residence from District on the terms and conditions contained herein.

2.2 Personal Property. The District and Tenants each agree that any personal property, such as equipment, furniture, or other non-fixtured items, purchased by either the Tenants or the District, either prior to or during the term of this Lease Agreement shall remain the personal property of the party who furnished the funds to purchase the personal property. All personal property of the Tenants shall be removed from the Premise at the termination of this Lease Agreement, unless otherwise agreed to in writing by the parties. Tenants specifically waive any claim of damage against the District for any personal property damaged as a result of an act of nature, including, but not limited to lightning strikes and floods. District is not responsible for providing any personal property, equipment, furniture or other non-fixtured items to the Tenants.

**3. TERM.**

3.1 Term. The term of this Lease Agreement commences on the date of both parties' execution of this Lease Agreement and shall terminate immediately upon (a) the Employee-Tenant's separation of employment from the District; (b) the Employee-Tenant's reassignment to a different position at the District; or (c) one (1) year after the date of both parties' execution of this Lease Agreement, whichever occurs first.

3.2 Upon termination of the Lease Agreement, Tenants shall immediately vacate the Residence and shall have seven (7) calendar days to remove all personal property from the Residence, unless otherwise authorized and agreed to in writing by both parties. All obligations outstanding at the time of termination shall survive the Lease Agreement.

3.3 Early Termination. Either party may terminate this Lease Agreement upon providing thirty (30) calendar days written notice to the other party. Except that both parties may agree, in writing, to terminate the Lease Agreement at anytime and waive the thirty (30) days written notice.

**4. RENT.**

4.1 Rent. The rent for the Residence shall be four hundred sixty-four dollars and thirty-one cents (\$464.31) per week. This amount includes the cost of Utilities as discussed in section 12 of this Lease Agreement. The weekly rent payment shall be due and owing on the Saturday immediately following the conclusion of the weekly rental period. For purposes of this Agreement, a week shall be Saturday through Friday. The parties agree that only a single monthly rent payment of two hundred and fifty dollars (\$250.00) shall be due and owing from Tenants to the District in any month that Employee-Tenant is employed by the District. The balance of the weekly rent value shall be considered a part of the Employee-Tenant's total compensation package during his or her employment with the District as Grounds Supervisor and Resident. Weekends and holidays do not delay or excuse Tenants' obligation to timely pay rent.

4.2 Delinquent Rent. Rent is due no later than the first day of each month. If not paid by the due date, rent shall be considered overdue and delinquent. If Tenant fails to timely pay any monthly rent payment, Tenant will pay District a late charge of \$25.00 per day until rent is paid in full. If the District receives the rent within two (2) calendar days of the Due Date, the District will waive the late charges for that month. Any waiver of late charges under this paragraph will not affect or diminish any other right or remedy the District may exercise for Tenants' failure to timely pay rent.

4.3. Returned Checks. In the event any payment by Tenant is returned for insufficient funds ("NSF") or if Tenant stops payment, Tenant will pay \$25.00 to District for each such check, plus late charges, as described above, which will accrue until District has **received** payment. Furthermore, District may require in writing that Tenants pay all future Rent payments by cash, money order, or cashier's check.

4.4. Order in which funds are applied. The District will apply all funds received from Tenant first to any non-rent obligations of Tenant including late charges, returned check charges, charge-backs for repairs, and brokerage fees, then to rent, regardless of any notations on a check.

## **5. SECURITY DEPOSIT.**

5.1 Amount. Tenant has previously deposited with the District the sum of one-thousand dollars and no cents (\$1,000.00), receipt of which is hereby acknowledged by the District, as security for any damage caused to the Residence during the term hereof.

5.2 Refund. Upon termination of the Lease Agreement, all funds held by the District as security deposit may be applied to the payment of accrued rent and the amount of damages that the District has suffered by reason of the Tenants' noncompliance with the terms of this Lease Agreement or with any and all federal, State, or local laws, ordinances, rules, regulations, and orders affecting the cleanliness, use, occupancy and preservation of the Residence.

### **A. Deductions.**

District may deduct reasonable charges from the security deposit for:

- (1) Unpaid or accelerated rent;
- (2) Late charges;
- (3) Unpaid utilities;
- (4) Costs of cleaning, deodorizing, and repairing the Residence and its contents for which Tenants are responsible;
- (5) Pet violation charges;
- (6) Replacing unreturned keys, garage door openers, or other security devices;
- (7) The removal of unauthorized locks or fixtures installed by Tenants;
- (8) Insufficient light bulbs;
- (9) Packing, removing, and storing abandoned property;
- (10) Removing abandoned or illegally parked vehicles;
- (11) Attorney fees and costs of court incurred in any proceeding against Tenants;
- (12) Any fee due for early removal of an authorized keybox; or
- (13) Other amounts Tenants are responsible to pay under this Lease Agreement.

B. If deductions exceed the security deposit, Tenants will pay to District the excess within ten (10) calendar days after District makes written demand. The security deposit will be applied first to any non-rent items, including late charges, returned check charges, repairs, and brokerage fees, then to any unpaid rent.

## **6. USE OF RESIDENCE.**

The Residence shall be used and occupied solely by Tenants and Tenants' immediate family. It shall be used exclusively as a private, single-family dwelling, and no part of the Residence shall be used at any time during the term of this Lease Agreement by Tenants or Tenants' immediate family for the purpose of carrying on any business (other than District business), profession, or trade of any kind, or for any purpose other than as a private, single-family dwelling. Tenants shall not allow any other person, other than Tenants' immediate family or transient relatives and friends who are guests of Tenants, to use or occupy the Residence without first obtaining District's written consent to such use or occupation. Tenants shall comply with any and all federal, State, and local laws, ordinances, rules, regulations, and orders affecting the cleanliness, use, occupancy and preservation of the Residence. Tenants understand and agree that all residents and visitors of the Residence shall comply with the District's General Use Ordinance while on District property.

## **7. CONDITION OF RESIDENCE.**

7.1 Original Condition. Tenants stipulate, represent, and warrant that Tenants have examined the Residence, and it is, at the time of execution of this Lease Agreement, in good order, in good repair, and in a safe, clean and habitable condition.

7.2 Surrender Condition. Upon termination of this Lease Agreement, Tenants shall surrender the Residence to District in good and broom-clean condition, excepting ordinary wear and tear. Tenants shall remove all of their personal property and any improvements installed by Tenants and required to be removed by the District. Tenants shall return all keys and property belonging to the District.

## **8. DEFAULTS & REMEDIES,**

8.1 Tenants' Default. Tenants shall be in default in the event of any of the following: (a) if Tenants fails to perform any obligation to be performed by Tenants hereunder and such failure shall continue for thirty (30) calendar days after written notice by District; provided, however, if the nature of such default is such that the same cannot reasonably be cured within a thirty (30) calendar day period, then Tenants shall not be deemed to be in default if it shall commence such cure within such thirty (30) calendar day period, and, thereafter, rectify and cure such default with due diligence; or (b) if Tenants abandon or vacate the Residence or ceases to use the Residence for the stated purpose as set forth in this Lease Agreement.

8.2 Remedies in Default. In the event of a default by Tenants, District may pursue any remedies available to it at law or in equity, including injunction, at its option, without further notice or demand of any kind to Tenants or any other person. In the event of a default, the District may also immediately terminate this Lease Agreement and Tenants' right to possession of the Residence and recover possession of the Residence and remove all persons therefrom.

## **9. ASSIGNMENT AND SUB-LETTING.**

Tenants shall not assign this Lease Agreement, or sub-let or grant any license to use the Residence or any part thereof without the District's prior written consent. An assignment, sub-letting, or license without the prior written consent of District or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at District's option, terminate this Lease Agreement.

## **10. ALTERATIONS AND IMPROVEMENTS.**

Tenants shall make no structural repairs, alterations, or improvements of the Residence or construct any building or make any other improvements of the Residence without the prior written consent of District. Any and all alterations, changes, and/or improvements built, constructed, or placed on the Residence by Tenants shall, unless otherwise provided for by written agreement between District and Tenants, be at the Tenants' sole expense and shall become the sole property of the District and remain on the Residence at the termination of this Lease Agreement. At anytime during the term of this Lease Agreement, the District shall have the authority to make modifications, alterations, repairs, and improvements as it deems necessary and upon reasonable notice to Tenants.

## **11. HAZARDOUS MATERIALS.**

Tenants shall not keep at the Residence any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion at the Residence or that might be considered hazardous or extra hazardous by any responsible insurance company.



## **12. UTILITIES.**

12.1 Costs. District shall be responsible for arranging and paying for the following utility services: internet, electricity, gas, and land-line telephone ("Utilities"). Tenants are responsible for all other desired services.

12.2 Failure, Stoppage, or Interruptions. District shall not be liable for, and Tenants shall not be entitled to, any damages, abatement, or reduction in rent value by reason of any interruption or failure in the supply of utilities, including, but not limited to interruptions or failures caused by lightning strikes and floods. No failure, stoppage, or interruption of any utility or service, including but not limited to lightning strikes and floods, shall be construed as an eviction of Tenants, nor shall it relieve Tenants from any obligation to perform any covenant or agreement under this Lease Agreement. In the event of any failure, stoppage, or interruption of utilities or services, District's shall use its reasonable efforts to attempt to restore all services promptly.

12.3 Installation of Equipment. Tenants agree that they shall not install any equipment that exceeds or overloads the capacity of the utility facilities serving the Residence, and that if equipment installed by Tenants requires additional utility facilities, installation of the same shall be at Tenants' expense, but only after District's written approval of same.

12.4 Compliance & Modifications. District shall be entitled to cooperate with the energy and water conservation efforts of governmental agencies or utility suppliers. District reserves the right from time to time to make modifications to the utility systems serving the Residence.

## **13. MAINTENANCE, REPAIR, AND RULES.**

13.1 Maintenance Obligations. Tenants will, at their sole expense, keep and maintain the Residence and appurtenances in good and sanitary condition and repair during the term of this Lease Agreement and any renewal thereof. These obligations include, but are not limited to the following requirements:

- A. Not obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only;
- B. Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;
- C. Maintain the grounds and lawn area of the Residence, including regularly mowing the lawn.
- D. Not obstruct or cover the windows or doors;
- E. Not leave windows or doors in an open position during any inclement weather;
- F. Not hang any laundry, clothing, sheets, etc., from any window, rail, porch or balcony nor air or dry any of same within any yard area or space;
- G. Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of District;



- H. Keep all air conditioning filters clean and free from dirt;
- I. Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. Tenants shall not allow any sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Tenants;
- J. Ensure Tenants' family and guests at all times maintain order in the Residence and at all places on the Residence, and shall not make or permit any loud or improper noises, or otherwise disturb other visitors and District users;
- K. Keep all radios, television sets, stereos, etc., turned down to a level of sound that does not annoy or interfere with other District users;
- L. Deposit all trash, garbage, rubbish or refuse in the locations provided at the Residence and not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of the Residence;
- M. Abide by and be bound by any and all rules and regulations affecting the Residence or Tenants which may be adopted or promulgated by the District's Board of Commissioners.

13.2 Mechanics Liens. Tenants shall keep the Residence free and clear of all encumbrances, mechanics liens, stop notices, demands, and claims arising from work done by or for Tenants or for persons claiming under Tenants, and Tenants shall defend District, its officers, directors, employee, and agents, including its past, present and future commissioners, elected officials, and agents, with counsel of District's choosing, indemnify and save District, its officers, directors, employee, and agents, including its past, present and future commissioners, elected officials, and agents, free and harmless from and against any claims arising from or relating to the same.

#### **14. DAMAGE TO RESIDENCE.**

In the event the Residence is destroyed or rendered wholly uninhabitable by fire, storm, earthquake, or other casualty not caused by the negligence of Tenants, the District may terminate this Lease Agreement from such time except for the purpose of enforcing rights that may have then accrued hereunder. Should a portion of the Residence thereby be rendered uninhabitable, the District shall have the option of either repairing such injured or damaged portion or terminating this Lease Agreement. In the event that District exercises its right to repair such uninhabitable portion, such part so injured shall be restored by District as speedily as practicable.

#### **15. ACCESS BY DISTRICT.**

District and District's agents shall have the right at all reasonable times, and by all reasonable means, without notice, during the term of this Lease Agreement to enter the Residence for the following purposes:

- A. Inspect the Property for condition;

- B. Make repairs;
- C. Show the Property to prospective Tenants, inspectors, fire marshals, appraisers, or insurance agents;
- D. Exercise a contractual or statutory lien;
- E. Leave written notice; or
- F. Seize nonexempt property after default.

However, absent emergency circumstances, District will make reasonable attempts to give Tenants at least three (3) hours notice, prior to entering the Residence. If Tenant(s) fail to permit reasonable access under this Paragraph, Tenants will be in default.

#### **16. RENTERS' INSURANCE**

Tenants will maintain renters' insurance during all times the property is occupied under the terms of this Lease Agreement. Tenants will provide District with proof of renter's insurance within thirty (30) calendar days of the execution of this Lease Agreement. Tenants will promptly notify District of any modification or termination of Tenants' renter's insurance,

#### **17. SUBORDINATION OF LEASE AGREEMENT.**

This Lease Agreement and Tenants' interest hereunder are and shall be subordinate, junior, and inferior to any and all mortgages, liens, or encumbrances now or hereafter placed on the Residence by the District, all advances made under any such mortgages, liens, or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens or encumbrances.

#### **18. ANIMALS.**

THERE WILL BE NO ANIMALS PERMITTED AT THE RESIDENCE. Tenants shall not permit any animal, domesticated or maintained as pets, including mammals, reptiles, birds, fish, rodents, or insects on the property, even temporarily, except as otherwise agreed to by a separate written Pet Addendum to the Lease Agreement which is attached as exhibit B, and incorporated as if fully set forth herein. If Tenants violate the pet restrictions of this Lease Agreement, Tenants will pay to District a fee of \$10.00 per calendar day, per animal for each calendar day Tenants violate the animal restrictions. District may remove or cause to be removed any unauthorized animal and deliver it to appropriate local authorities by providing at least 24-hour written notice to Tenants of District's intention to remove the unauthorized animal. District will not be liable for any harm, injury, death, or sickness to any unauthorized animal or any person as a result of the unauthorized animal. Tenants agree to indemnify and hold harmless District, its officers, directors, employee, and agents, including its past, present and future commissioners, elected officials and agents, for any harm, injury, death, or sickness to any unauthorized animal or any person as a result of the unauthorized animal. Tenants are responsible and liable for any damage or required cleaning to the Residence caused by any unauthorized animal and for all costs District may incur in removing or causing any unauthorized animal to be removed.

**19. WATERBEDS.**

THERE WILL BE NO WATERBEDS, unless authorized by a separate written Waterbed Addendum to this Lease Agreement.

**20. QUIET ENJOYMENT.**

Tenants, upon payment of all of the sums referred to herein as being payable by Tenants and Tenants' performance of all Tenants' agreements contained herein and Tenants' observance of all rules and regulations, shall and may peacefully and quietly have, hold, and enjoy said Residence for the term hereof.

**21. INDEMNIFICATION.**

District, its officers, directors, employee, and agents, including its past, present and future commissioners, elected officials and agents, shall not be liable for any damage or injury of or to the Tenants, the Tenants' family, guests, invitees, agents or employees, to any person entering the Residence, to the Residence itself, or to goods or equipment at the Residence. Tenants hereby agree to indemnify, defend and hold harmless District, its officers, directors, employee, and agents, including its past, present and future commissioners, elected officials and agents, from any and all claims or assertions of every kind and nature, including claims pertaining to tax liability or obligations. Any attorney representing the District, under this paragraph, shall be approved by the Kendall County State's Attorney, and shall be appointed a Special Assistant State's Attorney. The District's participation in its defense shall not remove District's duty to indemnify, defend, and hold the District harmless.

**22. FORCE MAJEURE.**

Neither party will be responsible to the other for damage, loss, injury, or interruption of work if the damage, loss, injury, or interruption of work is caused solely by conditions that are beyond the reasonable control of the parties, and without the intentional misconduct or negligence, of that party (hereinafter referred to as a "force majeure event"). To the extent not within the control of either party, such force majeure events include: acts of God, acts of any governmental authorities, fire, explosions or other casualties, vandalism, and riots or war. A party claiming a force majeure event ("the claiming party") shall promptly notify the other party in writing, describing the nature and estimated duration of the claiming party's inability to perform due to the force majeure event. The cause of such inability to perform will be remedied by the claiming party with all reasonable dispatch.

**23. EXPENSES AND COSTS.**

Should it become necessary for District to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the Residence, Tenants agree to pay all expenses and costs incurred by the District, including, but not limited to the District's reasonable attorneys' fees.

**24. RECORDING OF LEASE AGREEMENT.**

Tenants shall not record this Lease Agreement on the Public Records of any public office. In the event that Tenants shall record this Lease Agreement, this Lease Agreement shall, at District's option, terminate immediately and District shall be entitled to all rights and remedies that it has at law or in equity.

**25. GOVERNING LAW.**

This Lease Agreement shall be governed, construed, and interpreted by, through and under the Laws of the State of Illinois. 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.

**26. SEVERABILITY.**

If any provision of this Lease Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Lease Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

**27. BINDING EFFECT.**

The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.

**28. DESCRIPTIVE HEADINGS.**

The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the District or Tenants.

**29. NON-WAIVER.**

No delay, indulgence, waiver, non-enforcement, election or non-election by District under this Lease Agreement will be deemed to be a waiver of any other breach by Tenants, nor shall it affect Tenants' duties, obligations, and liabilities hereunder.

**30. MODIFICATION.**

The parties hereby agree that this document contains the entire agreement between the parties and this Lease Agreement shall not be modified, changed, altered, or amended in any way except through a written amendment signed by all of the parties hereto. The parties further agree that the previous agreement dated December 2, 2015 is hereby rescinded in its entirety.

**31. NOTICE.**

Any notice required or permitted to be given pursuant to this Lease Agreement shall be duly given if sent by fax, certified mail, or courier service and received. In the case of District, notice shall be given to David Guritz, Director of the Kendall County Forest Preserve, 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 Tenants, notice shall be given to Jay Teckenbrock at the Residence.

**32. APPROVAL.**

This Lease Agreement is contingent on, and subject to approval by a majority of the Kendall County Forest Preserve District Board of Commissioners.

As to District this \_\_\_ day of November, 2018.

DISTRICT:

Sign: \_\_\_\_\_  
Judy Gilmour, President

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

Attest: \_\_\_\_\_  
David Guritz, Executive Director

**As to Tenant, this \_\_\_\_ day of November, 2018.**

TENANT:

Sign: \_\_\_\_\_  
Jay Teckenbrock, Grounds Supervisor and Resident

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

Sign: \_\_\_\_\_

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



To: Kendall County Forest Preserve District Operations Committee

From: David Guritz, Director

RE: General Use Ordinance Discussions – Proposed Allowance for Temporary Structures in Designated Areas

During the August Operations Committee, the Committee discussed whether to allow the public to use pop-up tents within preserve areas without a special use permit.

Discussion points included:

1. Limiting tent size to no greater than 12' X 12'
2. Limiting stake size/depth to no greater than 12"
3. Establishment of designated areas for use

In review of online resources regarding restrictions on use of pop-up tents during special events, three additional recommendations include:

1. A requirement for all pop-up all tents to be staked and/or weighed down to avoid possible injury resulting from wind gusts (25 lbs. at each stake).
2. A requirement for all pop-up tents to be taken down when wind gusts exceed 30 mph.
3. A requirement to secure a special use permit for all other temporary tent construction.

Based on the outcome of discussion, consider a revision to the General Use Ordinance as follows:

## **CHAPTER SIX – REGULATION OF PERSONAL CONDUCT AND BEHAVIOR**

No person shall upon or in connection with any Property of the District:

### **Section III – Unlawful Construction, Maintenance or Encroachment:**

- a. Erect, construct, install, or place any structure (with the exception of use of pop-up tents within certain preserve areas designated by the Board), building, shed, fences, machinery, equipment, or apparatus of any type, or stockpile, store or place any organic or inorganic material used for construction of such items on, below, over or across a Preserve without prior Written Permission from the District and then only in accordance with the terms and conditions set forth in a valid License, Easement or Contract agreement.

The proposed designated areas would include the turf grass field areas only at the Harris Horse Arena and Ball Field; Hoover Ball Field and Pavilion Area, and the Ellis Equestrian Center Outdoor Arena.