

To: Kendall County Forest Preserve District Board of Commissioners

From: David Guritz, Director

RE: June 2016 Director's Report

Date: July 12, 2016

Meetings, Events, and Programs

June 17	Drainage District Hearing
June 21	Kendall County Fairgrounds – Tree Inspection Meeting
June 23	Millbrook Bridge Permitting Review Meeting – HLR Engineering
June 23	Cannonball Sedge Meadow – Detention Basin Inspection
July 6	ICC Petition Hearing
July 8	Oswego Proposed TIF JRB Meeting
July 9	Neshnabe'k Eagle Scout Project
July 12	ZPAC Advisory Board Meeting
July 12	Sunrise Center North – Planning Meeting

Priority Project Updates

Stephanie's Garden / Hoover Nature Play Space Updates

Work continues to complete the water service line extension and drainage line installation for the Phase 1a project. An approved budget and project timeline was presented to the Forest Foundation, with anticipated completion and opening in mid-to late September. The Stakeholder's Group is examining design approaches and code requirements for completion of a second water play element scheduled for completion in the next phase of the project.

Position Openings

Interviews are in process for the Grounds Maintenance Worker position for Hoover Forest Preserve. Grounds and Natural Resources Superintendent Kim Olson and Ellis House and Equestrian Center Manager Marty Vick are requesting Commission consideration of the addition of a part time Grounds Maintenance Worker and Facilities and Event Attendant to the District's headcount.

Sunrise Center – North

Sunrise Center North has begun active programming at Ellis House and Equestrian Center. Their ADA access ramp will be installed later this week. A meeting was held on July 12 to discuss a proposed joint fundraising event tentatively scheduled for Saturday, October 29. The event will feature a 5K run and Family Fall Festival.

US Fish & Wildlife Service – Cooperative Program Agreement

Enrollment in the Federal ASAP (automated standard application for payments) has been completed which will allow for electronic transfer of grant funds awarded through the Partners for Fish and Wildlife cost share program.

Marketing Updates

Environmental Education and Ellis Equestrian Center staff report that the Facebook social media advertising campaign helped boost enrollments in District summer program offerings. All District websites will be updated to reflect recent changes to our fees and charges.

Millbrook Bridge Inspection

A proposal was received from HLR Engineering to complete permitting and cost estimates for the reconstruction or removal of Millbrook Bridge. HLR Vice President, Steve Megginson, will provide an overview of the permitting process included with his proposal at the July Committee of the Whole meeting.

ICC Petition Meeting

The ICC hearing was held on July 6, 2016 at 10 am in downtown Chicago. Representatives from IDOT, ICC, Yorkville and KCFPD attended the hearing. Additional exhibits have been filed, and the initial order presented. The order will be amended, and it is anticipated that the ICC hearing officer will recommend approval of the order which will require Illinois Railway / Omnitrac to develop the designs and cost assessment for the proposed improvements.

Cannonball Sedge Meadow

The District received a complaint from a neighbor adjacent to the Cannonball Sedge Meadow parcel along Blackberry Creek. A site meeting held on June 23 revealed that the storm water detention basin is operational and actively draining with no obstructions.

Richard Young / Lyon Forest Preserve Trail Clearing

A volunteer work day will be held this coming Sunday, July 17 from 11 am to 3 pm to help with vegetation clearing along trails at Richard Young and Lyon Forest Preserve. The volunteer work day is being supported by the Fox River Run Junkies, with 15 volunteers expected to participate.

Eagle Scout Project

On July 9, Adam Fowler completed improvements to the Neshnabe'k Village site to achieve his Eagle Scout award. 20 volunteers contributed over 100 volunteer hours to complete improvements to the fire pit, install new bench seating, clear weeds around structures, and install new ag-lime screenings. Total cost to the District was \$38.



Respectfully submitted,

David Guritz, Director

GROUNDS & MAINTENANCE STAFF REPORT

JUNE 2016

Kim Olson, Superintendent

Kim Olson, Patrick Higgins and Ron Smrz - *Maintains all KCFPD properties.*

Jay Teckenbrock - *Maintains Hoover*

JUNE - PATRICK HIGGINS AND RON SMRZ

- We all our doing our best to keep the Preserves safe and clean.
- Patrick and Ron open all preserves each weekday by 8am.
- Ron closes on Sunday and Patrick closes on Friday to give me a chance to rest. Jared Anderson closes on Monday in order to cover for Jeannie Leland's absence.
- Ron and Patrick continue to carry the majority of the weight for all the preserves during the weekdays, as my time is being spent closing, helping at Hoover and assisting in the office when I can. A BIG THANK YOU to Ron and Patrick.
- Mowing and spraying continue to dominate all of our time as this 2016 record warmth climate has created a plush...almost tropical environment to be kept at bay. The Recreational Areas alone have demanded all our time, sadly leaving the Natural Areas to succumb to the invasive plants that are taking advantage of this tropical weather also.
- Ash Tree removal continues to be an ongoing endeavor, both by us and by companies when too hazardous for us...and will continue for years to come.
- Patrick and Ron continue hauling TONS (literally) of stone for road/parking lot repair, particularly at Hoover.
- Cliff Oleson opens on Sundays and Holidays.

JUNE -KIM OLSON

- I have been spreading my time to span over a 15 hour day, to cover gaps due to staff shortages and to keep the preserves running.
- I have been working Sundays cleaning the bunkhouses at Hoover, since the resignation of part time staff member Chris Bazos. I continue the re-structuring and juggling the scheduling of all the various duties needed to accommodate all the Hoover responsibilities required due to these deficits. Hoover demands a 24/7/365 schedule for the bunkhouses and Meadowhawk Lodge functions, as well as care of the grounds, woodlands and gardens.
- I have been tending to Stephanie's Garden and the Natural Beginnings play area. The needs of such areas are over and above the "normal" care of all of our other Recreational Areas due to their nature and use.
- I am prioritizing projects upon urgency and time/# of persons required to complete "extra" projects due to vandalism and greater numbers of visitors.
- I continue to assist in the office whenever I can, however the Season is demanding me to be in the field, especially at Hoover.
- I continue to close the preserves 4 nights a week until past 11pm at times. I have been spreading my hours throughout the day for efficiency and need until more staff can be acquired.
- I arranged and monitored the project of the new bridge at Young.
- I continue to be busy making the arrangements/researching and assisting in all repairs, apts., ordering parts as needed for all the break downs as they have been occurring. This is a never ending cycle.
- I assist to arrange for all parts, scheduling repairs for all infrastructures.
- I have been conducting Lagoon H2O testing, and Hoover, Harris and Ellis potable water tests when required.
- I work closely with Dave and Becky to plan and manage all that is needed to keep things running and in order.

HOOVER:

- Jay continues to learn and grow and is doing an amazing job of adapting to the responsibilities and needs to keep Hoover shining! Thank you Jay! He has taken charge of the Hoover grounds and has become an integral part of the team. It takes at least one FULL year to truly understand the responsibilities that Hoover demands, as it changes from Season to Season and the visitor count is so high.
- Jay continues to try and keep up with the demand of firewood supplies due to the increased use of the facilities. We require the “buddy system” for safety purposes and his lack of full time staff weighs heavily on almost every task that need to be performed at Hoover.
- The reservations and visitors at Hoover have been challenging with both the maintenance they create for the staff and fielding/monitoring of the people’s questions and activities.
- Jared Anderson closes, opens and cleans part time to give Jay a rest in the absence of Hoover staff due to vacancies and leaves.

ROUTINE DUTIES-FULL AND PART TIME STAFF

- The full time staff is responsible for ALL maintenance required to successfully run the Kendall County Forest Preserve District properties. This includes but is not limited to the following:

Opening/closing, electrical, plumbing, carpentry, equipment operation, mechanical / equipment repairs, painting, herbicide application, prescribed burns, logging records of all restoration/herbicide efforts, tree removal, demolition/building of structures, snow removal, testing of water supplies, cleaning of all buildings, Forest/Prairie restoration, road, parking lots and trail maintenance, education, various ordering and picking up of all supplies, and mowing.

KENDALL COUNTY FOREST PRESERVE

MONTHLY REPORT – JUNE 2016

RESERVATIONS / Responsibilities

Harris Forest Preserve

27 External - 1,164 guests

Guests:	Family Reunions	Graduation Open Houses
	Church Picnic	Birthday Party
	4H Practice, Fun Show, Meeting	

Jay Woods, Richard Young and Subat Forest Preserves

3 External - 150 guests

Guests: Auroraland Restorer Club Picnic, Graduation Open Houses, Family Picnic

Hoover Forest Preserve (includes Meadowhawk Lodge & KC Outdoor Education Center)

0 Internal events: 0 guests:

12 External events: 325 guests

Guests:	Fantasy Reenactment Group	Family Camping
	Birthday Party	Family Reunion
	Scout Troops: T622, T111, T26	

Meadowhawk Lodge: 2 External events: 125 Guests
8th Grade Graduations

KC Outdoor Education Center: Plano, Sandwich, Yorkville & outside groups.
Total Guests: No information received

Historic Courthouse

Internal: 0 events – 0 guests
Guests:

External: 5 events – 70 guests

Guests:	ROE: Training Workshop	FP Public Hearing
	Weight Control Meetings	Forest Foundation
	KC Animal Control – Orientation Meeting	

KENDALL COUNTY FOREST PRESERVE

MONTHLY REPORT – JUNE 2016

RESERVATIONS / Responsibilities

Responsibilities:

→ Director Assistance: I assist David Guritz on the Forest Preserve's meeting agenda's, meeting packets and the posting of these items on the website and building bulletin boards. I also assist in any Human Resource activities such as gathering New Hire paperwork & sending to Payroll.

ReCPro Start Up: I am still in the process of entering all of Ellis programs, house events and weddings into ReCPro. I have attached revenue reports generated from ReCPro for facility rentals, Ellis, courthouse rentals and education programs for the month of June 2016.

Worked with Kim Olson on time sheets and turning in the Payroll vouchers for the pay periods in June. Updated the part time hour's monthly report and sent to Glenn Campos.

Kim Olson & I worked together on Accounts Payables for the voucher periods in June. We reviewed all invoices and entered the vendor number and line item that was to be charged. All vouchers were entered into the system and printed out claims listing.

→ Education Program Registration: Received phone calls and e-mails regarding education programs. Summer camp registrations have been coming in and entered into RecPro. Summer camp letters were sent out for June camps and early July camps.

→ Field Trips: Received payments for the upcoming field trips.

→ Accounts Receivable: Entered all checks and cash received onto individual department spreadsheet. Keeping track of education program deposits for all programs, field trips, and Natural Beginnings and all shelter and bunkhouse rentals. Credit Card transaction deposit was completed and deposited. All Ellis receipts for deposits are entered onto spreadsheet and deposit form and given to David Guritz for his signature.

→ Site Trak: (shelter & bunkhouse reservations): Reservations are still being entered into Site Trak in addition to ReCPro for scheduling purposes, but permits are being generated from ReCPro and sent out.

→ Additional Activities: I met with Hayley Hawkinson, a local Wedding Coordinator, at Meadowhawk Lodge. She took pictures for her wedding website. There is no fee for this advertisement.

Becky Antrim

Administrative Assistant / Reservation Coordinator

Course Revenue - Summary Report

Summer 2016

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Environmental Education

Public Programs

Course#	Course Title	Revenue	Actual Enroll	Max Enroll	% Full	Revenue Not Realized
41	Birthday Party: Hike and a Creek Walk	\$0.00	0	30	0%	\$4,500.00
66	Toddling Naturalist: Beautiful Butterflies	\$25.00	7	16	44%	\$45.00
67	Babes in the Woods: Creek Walk	\$15.00	3	16	19%	\$65.00
68	Toddling Naturalist: Creek Walk	\$5.00	3	16	19%	\$65.00
69	Babes in the Woods: Camouflage 101	\$25.00	5	16	31%	\$55.00
70	Toddling Naturalist: Forest Friends	\$5.00	3	16	19%	\$65.00
71	Babes in the Woods: Fun at the Pond	\$20.00	5	16	31%	\$55.00
72	Family Night Hike & Campfire	\$0.00	4	30	13%	\$130.00
Totals For Public Programs		\$95.00	30	156	19%	\$4,980.00

Summer Camp

Course#	Course Title	Revenue	Actual Enroll	Max Enroll	% Full	Revenue Not Realized
44	Wee Wonders Habitat Exploration -week of June 27th	\$0.00	8	16	50%	\$240.00
45	Wee Wonders of Water - week of July 18	\$30.00	16	16	100%	\$0.00
46-A	Animal Senses - Week of June 13	\$120.00	5	16	31%	\$1,320.00
46-B	Animal Senses - Week of June 27	\$120.00	5	16	31%	\$1,320.00
46-C	Animal Senses - Week of July 25	\$0.00	0	16	0%	\$1,920.00
47-A	Wet, Wetter, Wettest - week of July 11th	\$0.00	0	16	0%	\$1,920.00
47-B	Wet, Wetter, Wettest - week of July 18th	\$120.00	6	16	38%	\$1,200.00
47-C	Wet, Wetter, Wettest - week of Aug 1st	\$120.00	5	16	31%	\$1,320.00
48-A	Magic School Bus (half day) - w/o June 13	\$0.00	0	16	0%	\$1,920.00
48-B	Magic School Bus (half day) - w/o June 27	\$0.00	1	16	6%	\$1,800.00
49	Magic School Bus (full day) - w/o July 18	\$0.00	6	16	38%	\$1,750.00
50-A	Wild Kratts - week of July 11	\$120.00	5	16	31%	\$1,320.00
50-B	Wild Kratts - week of Aug 1	\$0.00	13	16	81%	\$360.00
51	Sunset Adventures - week of July 11	\$120.00	3	16	19%	\$1,560.00
52	Walk in the Wild - General Nature - w/o June 27	\$175.00	6	16	38%	\$1,750.00
53-A	Mad Science - week of June 13	\$0.00	1	16	6%	\$1,800.00
53-B	Mad Science - week of July 18	\$0.00	4	16	25%	\$1,440.00
54-A	HydroRock! - week of June 20	\$0.00	0	16	0%	\$1,920.00
54-B	HydroRock! - week of Aug 1	\$0.00	11	16	69%	\$600.00
55-A	Adventure Road - week of June 13	\$0.00	1	10	10%	\$1,575.00
55-B	Adventure Road - week of Aug 1	\$0.00	9	10	90%	\$175.00
56-A	Follow the Fox - week of June 20	\$0.00	0	16	0%	\$3,120.00
56-B	Follow the Fox - week of July 25	\$0.00	9	16	56%	\$1,365.00
57-A	Nature Quest - week of June 27	\$0.00	16	16	100%	\$0.00
57-B	Nature Quest - week of July 11	\$0.00	16	16	100%	\$0.00
Totals For Summer Camp		\$925.00	146	388	38%	\$31,695.00
Totals For Environmental Education		\$1,020.00	176	544	32%	\$36,675.00
Grand Totals		\$1,020.00	176	544	32%	\$36,675.00

Facility Revenue - Summary Report

Receipt Dates: 6/1/2016 - 6/30/2016

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Facility Category Forest Preserve

Facility	Room	Use Type	Revenue	Refund	Total
Hoover Forest Preserve	Blazing Star	Family Reunion	\$770.00		\$770.00
Hoover Forest Preserve	Blazing Star	Other	\$300.00		\$300.00
Hoover Forest Preserve	Blazing Star	Retreat	\$1,200.00		\$1,200.00
Hoover Forest Preserve	Kingfisher	Family Outing	\$640.00		\$640.00
Hoover Forest Preserve	Kingfisher	Retreat	\$1,200.00		\$1,200.00
Hoover Forest Preserve	Kingfisher	Scout Outing	\$300.00		\$300.00
Hoover Forest Preserve	Moonseed	Family Outing	\$470.00		\$470.00
Hoover Forest Preserve	Moonseed	Retreat	\$1,200.00		\$1,200.00
Hoover Forest Preserve	Group Campsite A	Other	\$115.00		\$115.00
Hoover Forest Preserve	Group Campsite B	School Outing	\$180.00		\$180.00
Hoover Forest Preserve	Group Campsite C	Scout Outing	\$220.00		\$220.00
Hoover Forest Preserve	Meadowhawk Lodge	Bridal Shower	\$255.00		\$255.00
Hoover Forest Preserve	Meadowhawk Lodge	Graduation Open House	\$547.50		\$547.50
Harris Forest Preserve	Shelter 1	Birthday Party	\$75.00		\$75.00
Harris Forest Preserve	Shelter 1	Family Outing		(\$50.00)	(\$50.00)
Harris Forest Preserve	Shelter 2	Family Reunion	\$50.00		\$50.00
Harris Forest Preserve	Shelter 4	Bridal Shower	\$50.00		\$50.00
Harris Forest Preserve	Shelter 7	Baby Shower	\$75.00		\$75.00
Harris Forest Preserve	Shelter 7	Birthday Party	\$50.00		\$50.00
Harris Forest Preserve	Shelter 7	Other	\$50.00		\$50.00
Totals For Forest Preserve			\$7,747.50	(\$50.00)	\$7,697.50
Room Rental Totals			\$7,747.50	(\$50.00)	\$7,697.50

Facility Revenue - Summary Report

Receipt Dates: 6/1/2016 - 6/30/2016

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Package	Revenue	Refund	Total
Shelter 1 & 4 - Harris Forest Preserve	\$225.00		\$225.00
Package Rental Totals	\$225.00		\$225.00
Grand Totals	\$7,972.50	(\$50.00)	\$7,922.50

Course Revenue - Summary Report

Summer 2016

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Ellis House

Summer Camp

Course#	Course Title	Revenue	Actual Enroll	Max Enroll	% Full	Revenue Not Realized
61-A	Pony 1 - Day Camp for Parents & Tots	\$40.00	3	12	25%	\$360.00
61-B	Pony 1 - Day Camp for Parents & Tots	\$40.00	2	12	17%	\$400.00
61-C	Pony 1 - Day Camp for Parents & Tots	\$0.00	0	12	0%	\$480.00
61-D	Pony 1 - Day Camp for Parents & Tots	\$40.00	1	12	8%	\$440.00
61-E	Pony 1 - Day Camp for Parents & Tots	\$0.00	0	12	0%	\$480.00
62-A	Pony 1 - Day Camp	\$0.00	0	12	0%	\$720.00
62-B	Pony 1 - Day Camp	\$60.00	2	12	17%	\$600.00
63	Pony 1 - Day Camp	\$65.00	2	12	17%	\$600.00
64-A	Pony 3-day Camp	\$195.00	3	12	25%	\$1,710.00
64-B	Pony 3-day Camp	\$0.00	0	12	0%	\$2,280.00
64-C	Pony 3-day Camp	\$0.00	1	12	8%	\$2,090.00
65-A	Pony 3-day Camp	\$195.00	1	12	8%	\$2,090.00
65-B	Pony 3-day Camp	\$195.00	1	12	8%	\$2,090.00
65-C	Pony 3-day Camp	\$390.00	2	12	17%	\$1,900.00
Totals For Summer Camp		\$1,220.00	18	168	11%	\$16,240.00
Totals For Ellis House		\$1,220.00	18	168	11%	\$16,240.00
Grand Totals		\$1,220.00	18	168	11%	\$16,240.00

Merchandise Revenue - Summary

Receipt Dates: 6/1/2016 - 6/30/2016

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Birthday Party

Item	Qty Sold	Amount Sold	Qty Refunded	Amount Refund	Net Quantity	Total
Birthday Party - Non-County	1	\$100.00	0		1	\$100.00
Birthday Party						
		\$100.00				\$100.00

Ellis - Credit Card Revenue

Item	Qty Sold	Amount Sold	Qty Refunded	Amount Refund	Net Quantity	Total
Credit Card Revenue	6	\$28.88	0		6	\$28.88
Ellis - Credit Card Revenue						
		\$28.88				\$28.88

Ellis - Donation

Item	Qty Sold	Amount Sold	Qty Refunded	Amount Refund	Net Quantity	Total
Donations	1	\$20.00	0		1	\$20.00
Ellis - Donation						
		\$20.00				\$20.00

Ellis House

Item	Qty Sold	Amount Sold	Qty Refunded	Amount Refund	Net Quantity	Total
Miscellaneous Events (Showers, B'day Parties, etc)	11	\$2,031.00	3	(\$790.00)	8	\$1,241.00
Ellis House						
		\$2,031.00		(\$790.00)		\$1,241.00

Hay Sale

Item	Qty Sold	Amount Sold	Qty Refunded	Amount Refund	Net Quantity	Total
Hay Bale Sale	1	\$4.00	0		1	\$4.00

Merchandise Revenue - Summary

Receipt Dates: 6/1/2016 - 6/30/2016

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Hay Sale

Item	Qty Sold	Amount Sold	Qty Refunded	Amount Refund	Net Quantity	Total
Hay Sale		\$4.00				\$4.00

Preserve Improvements

Item	Qty Sold	Amount Sold	Qty Refunded	Amount Refund	Net Quantity	Total
Preserve Improvements	1	\$340.00	0		1	\$340.00
Preserve Improvements		\$340.00				\$340.00

Riding Lessons

Item	Qty Sold	Amount Sold	Qty Refunded	Amount Refund	Net Quantity	Total
Riding Lessons - Individual - County	3	\$120.00	0		3	\$120.00
Riding Lessons - Individual - Non-County	2	\$90.00	0		2	\$90.00
Riding Lessons - Package - County	8	\$1,285.00	0		8	\$1,285.00
Riding Lessons - Package - Non-County	4	\$720.00	0		4	\$720.00
Riding Lessons		\$2,215.00				\$2,215.00

Security Deposit

Item	Qty Sold	Amount Sold	Qty Refunded	Amount Refund	Net Quantity	Total
Other Rentals - Security Deposits	1	\$100.00	2		-1	(\$125.00)
Weddings - Security Deposit	3	\$3,000.00	0		3	\$3,000.00
Security Deposit		\$3,100.00		(\$225.00)		\$2,875.00

Weddings

Merchandise Revenue - Summary

Receipt Dates: 6/1/2016 - 6/30/2016

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Item	Qty Sold	Amount Sold	Qty Refunded	Amount Refund	Net Quantity	Total
Weddings	5	\$4,015.00	0		5	\$4,015.00
Weddings		\$4,015.00				\$4,015.00
Grand Totals		\$11,853.88		(\$1,015.00)		\$10,838.88

To: Kendall County Board of Commissioners

From: Emily Dombrowski, Environmental Education Coordinator

April Morris, Environmental Education Coordinator

RE: Education Department Monthly Report

Date: July 11, 2016

The Education Department has been busy with summer camps and public programming as well as getting ready for the school season.

We have still been receiving camp registrations for the rest of July and early August. Most of these registrations are coming in from our Facebook ad boost and other social media posts that we have made.

All of our summer public programs have reached the minimum number of participants. We have a lot of returning monthly participants for our public programs.

We have 5 different groups that are coming out from day care facilities this summer to partake in our school programs. These groups are coming out in late July and August. We are currently working on updating our school program booklets with our new information. The new information includes any fee changes and/or new programs that will be added for the 2016-2017 school year. We will be sending our booklets out to teachers by the beginning of August.



Board Updates June, 2016

House Bookings:

- June 11, 2016 – Wedding – Michael has been to two different wedding, and my future mother-in-law found a wedding expo flyer online. Shorewood – Booked: 5/24/15
- June 25, 2016 – Wedding – Plainfield. We went to the event that you held a little while ago and got information that way. It was the expo if I recall! Booked: 3/7/15
- July 2, 2016 – Wedding – Oswego – I think I found it on the knot or rustic weddings site and Mark from Uncle Bubs brought it up later. Booked: 11/22/2015
- July 9, 2016 – Wedding – Tinley Park – Dan found your venue from searching the internet. He thinks he saw it listed on rustic bride. Booked: 6/6/2015
- August 13, 2016 – Baby Shower
- August 20, 2016 – Wedding – Worth – The Bridal expo! :) Booked: 7/1/15
- August 27, 2016 – Wedding – Morris – Dollinger Pumpkin Farm referred me after I had contacted them on a possible venue with them. Booked: 8/19/15
- September 3, 2016 – Wedding – Channahon – I think it was the knot online! Booked: 6/4/15
- Saturday, September 10, 2016 – Wedding - Channahon – A friend's sister is getting married there this spring. Booked: 10/14/2015
- September 17, 2016 – Wedding – Plainfield – We found out about Ellis through a Google search! Booked: 10/27/14
- September 24, 2016 – Wedding – Chicago – We actually heard about it from Taryn Krippel and Darren Hancock, who will be having their wedding at the Ellis house in 2016 as well! Thanks! Booked: 7/22/15
- October 1, 2016 – Wedding – Plano – Booked: 2/6/16
- **CXLD** - October 7, 2016 – Wedding – Elwood – I heard about the facility from Amanda Millers wedding and also got info from Tarissa Phillips, who got married there as well. Booked: 12/14/14
- October 8, 2016 – Wedding – Winfield – Brittany and Tim Sullivan. Booked: 11/30/2015
- October 15, 2016 - Wedding
- June 10, 2017 – Wedding – Booked: 3/19/16

- June 17, 2017 – Wedding – Booked: 3/19/16
- June 18, 2017 - Wedding
- June 24, 2017 – Wedding
- September 9, 2017 – Wedding
- May 19, 2018 - Wedding

Total Bookings:

2017 –
 Weddings = 5 / \$18,000

2016 –
 1st Communion - 1
 Birthday Parties = 2
 Baby Showers – 5
 Bridal Showers – 2
 Corporate – 1
 Weddings at MHL - 2
 Weddings = 16 / \$52,800.00

2015 –
 Birthday Parties = 1
 Bridal Showers = 2
 Graduation Parties = 1
 Weddings = 14 / \$46,200.00

2014 –
 Baby Showers = 1
 Bridal Showers = 1
 Weddings = 15

2013 –
 Baby Showers = 1
 Bridal Showers = 2
 Church Retreats = 1
 Weddings = 21

2012 –
 Anniversary Parties = 1
 Baby Showers = 3
 Church Retreats = 1
 Graduation Parties = 2
 Weddings = 9

House/Property Tours:

- 6 – EHEC



Hampton, Lenzini and Renwick, Inc.

Civil Engineers • Structural Engineers • Land Surveyors • Environmental Specialists
www.hltrengineering.com

June 28, 2016

Mr. Dave Guritz, Director
Kendall County Forest Preserve District
dguritz@co.kendall.il.us

RE: Proposal for Engineering Services
Millbrook Bridge over the Fox River
Phase I Permits for Structure Repair/Removal

Dear Mr. Guritz:

We have prepared this letter to serve as the agreement between the Kendall County Forest Preserve District (Client) and Hampton, Lenzini and Renwick, Inc. (Consultant) for professional engineering services requested relative to the Millbrook Bridge over the Fox River.

The purpose of these services is to develop the feasibility and necessary permits required for rehabilitation of the structure to a condition suitable to remain in place or that which is necessary to complete the removal of the bridge truss structure, piers and abutments.

SCOPE OF SERVICES

The Client and Consultant agree to the following list of Basic Services the Consultant will provide to the Client:

1. Complete field survey necessary to prepare permit submittals.
2. Cause environmental studies to be made through the IDOT Bureau of Design and Environment, or from previous studies completed by IDNR to determine the cultural and biological resource clearances.
3. Assemble abbreviated plan details for rehabilitation alternatives and a structure removal alternative suitable for estimating purposes and for determination of permitting impacts.
4. Develop USACE Nationwide permit submittals.
5. Develop an Incidental Take permit application to IDNR, if needed for Threatened and Endangered Species impacts.
6. Coordinate permit and clearances with regulatory agencies and the Kendall County Forest Preserve District.

If agreed to in writing by the Client and Consultant, Additional Services shall be provided and shall be labeled as Exhibit A and appended hereto.

Services not set forth above as Basic Services of this Agreement are specifically excluded from the scope of the Consultant's services. The Consultant assumes no responsibility to perform any services not specifically listed.

All of the above services are to be performed to the satisfaction and in conformance with the requirements of the Client.

RESPONSIBILITIES OF CLIENT

380 Shepard Drive
Elgin, Illinois 60123-7010
Tel. 847.697.6700
Fax 847.697.6753

6825 Hobson Valley Drive
Unit 302
Woodridge, Illinois 60517
Tel. 847.697.6700
Fax 847.697.6753

3085 Stevenson Drive
Suite 201
Springfield, Illinois 62703
Tel. 217.546.3400
Fax 217.546.8116

323 West 3rd Street
P.O. Box 160
Mt Carmel, Illinois 62863
Tel. 618.262.8651
Fax 618.263.3327

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It is the Consultant's understanding that the Client will provide the following assistance, information, and related materials relative to the above-described project:

- IDNR environmental reports available on the Fox River
- Bridge Condition Report prepared on the structure for Client.

Information Provided by Others

The Client shall furnish, at the Client's expense, all information, requirements, reports, data, surveys, and instructions required by this Agreement. The Consultant may use such information, requirements, reports, data, surveys, and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.

COMPENSATION

Billing Terms

For our services we will be compensated at the following hourly rates which will be considered payment in full to Hampton, Lenzini and Renwick, Inc. for actual employee time utilized to provide the required services, said rates include overhead and burden costs plus profit.

<u>Employee Classification</u>	<u>2016 Hourly Rate</u>
Engineer 6	158.00
Engineer 5	146.00
Engineer 4	124.00
Engineer 3	116.00
Engineer 2	106.00
Engineer 1	82.00
Technician 3	104.00
Technician 2	84.00
Technician 1	61.00
Intern/ Temp	45.00
Land Acquisition	116.00
Survey 2	108.00
Survey 1	75.00
Environmental 2	115.00
Environmental 1	55.00
Administration 2	120.00
Administration 1	68.00

These rates will remain in effect through December 31, 2016.

For direct out-of-pocket expenses, we will be reimbursed at our actual cost of the item.

The upper limit of compensation will not exceed \$26,000.00. Any additional services required beyond those set forth above will be charged at the rates stated above and be considered an addition to the not-to-exceed cost. Any costs incurred above the not-to-exceed cost must be pre-approved by the Client.

Invoices shall be submitted by the Consultant on a monthly basis, are due upon presentation and payment shall be made in accordance with the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 505/1 *et seq.*).

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Payment Terms

If the Client fails to make payment to the Consultant in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by the Consultant.

If the Client objects to any portion of an invoice, the Client shall so notify the Consultant in writing within ten (10) calendar days of receipt of the invoice. The Client shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within ten (10) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved within thirty (30) calendar days in accordance with the Dispute Resolution provision of this Agreement.

GENERAL TERMS AND CONDITIONS

Assignment

Neither party to this Agreement shall transfer, sublet, or assign any rights under or interest in this agreement without the prior written consent of the other party.

Certification

Consultant certifies that Consultant, its parent companies, subsidiaries, and affiliates are not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or as a result of a violation of 820 ILCS 130/1 *et seq.* (the Illinois Prevailing Wage Act).

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

Defects in Service

The Client shall promptly report to the Consultant any defects or suspected defects in the Consultant's services of which the Client becomes aware, so that the Consultant may take measures to minimize the consequences of such a defect. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like requirement. Failure by the Client and the Client's contractors or subcontractors to notify the Consultant shall relieve the Consultant of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

Drug-Free Workplace.

Consultant and its employees, subcontractors, and agents agree to comply with all provisions of the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 *et seq.* and the Illinois Drug-Free Workplace Act, 30 ILCS 580/1 *et seq.*

Entire Agreement

This Agreement, comprising pages 1 through 7 is the entire Agreement between the Client and the Consultant. It supersedes all prior communications, understandings, and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by both the Client and the Consultant.

Governing Law and Jurisdiction

The Client and the Consultant agree that this Agreement and any legal actions concerning its validity, interpretation, and performance shall be governed by the laws of the State of Illinois.

It is further agreed that any legal action between the Client and the Consultant arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in the County of Kendall, Illinois.

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Kendall County Forest Preserve District
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Indemnification

The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors, and employees (collectively, Client) against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Consultant's negligent performance of professional services under this Agreement and that of its sub-consultants or anyone for whom the Consultant is legally liable. Pursuant to Illinois law, 55 ILCS 5/3-9005, any attorney representing the Client, under this paragraph, must first be approved by the Kendall County State's Attorney and appointed a Special Assistant State's Attorney, as provided in 55 ILCS 5/3-9005. The Client's participation in its defense shall not remove Consultant's duty to indemnify, defend, and hold the Client harmless, as set forth above.

Neither the Client nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

Independent Contractor

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

Insurance

Consultant will obtain and continue in force, during the term of this Agreement, all insurance as set forth below. Each insurance policy shall not be cancelled or changed without thirty (30) days prior written notice, given by the insurance carrier to Client. Before starting work hereunder, Consultant shall deposit with Client certificates evidencing the insurance it is to provide hereunder: (a) Worker's Compensation and Occupational Disease Disability insurance, in compliance with the laws of the jurisdiction where the work is being performed, (b) Employer's comprehensive general liability insurance for both personal injury and property damage in the minimum amount of \$1,000,000 for each accident, (c) Comprehensive business automobile liability insurance in the minimum amount of \$1,000,000 combined single limit, (d) Comprehensive excess liability insurance with a combined minimum single limit of \$5,000,000 for each occurrence, with a minimum \$5,000,000 aggregate, (e) Professional liability insurance in the minimum amount of \$1,000,000 combined single limit.

The Kendall County Forest Preserve District shall be named as an Additional Insured on a Primary and Non-Contributory basis with respect to the general liability, business auto liability and excess liability insurance, as well as a waiver of subrogation with respect to the general liability and workers' compensation in favor of Kendall County Forest Preserve District. Also, Kendall County Forest Preserve District shall be designated as the certificate holder.

Non-Discrimination

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

Right of Entry

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The Client shall provide for the Consultant's right to enter the property owned by the Client and/or others in order for the Consultant to fulfill the Scope of Services included hereunder.

Severability

Any term or provision of this Agreement found to be invalid under any applicable statute or rule of law shall be deemed omitted and the remainder of the Agreement shall remain in full force and effect.

Standard of Care

In providing services under this Agreement, the Consultant will perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

Suspension of Services

If the Project or the Consultant's services are suspended by the Client for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this Agreement, the Consultant shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension.

If the Consultant's services are suspended for more than ninety (90) days, consecutive or in the aggregate, the Consultant may terminate this Agreement upon giving not less than five (5) calendar days' written notice to the Client.

If the Client is in breach of the payment terms or otherwise is in material breach of this Agreement, the Consultant may suspend performance of services upon five (5) calendar days' notice to the Client. The Consultant shall have no liability to the Client, and the Client agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the Client. Upon receipt of payment in full of all outstanding sums due from the Client, or curing of such other breach which caused the Consultant to suspend services, the Consultant shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

Termination

In the event of termination of this Agreement by either party, the Client shall pay the Consultant for all services rendered and all reimbursable costs incurred by the Consultant up to the date of termination, in accordance with the payment provisions of this Agreement.

The Client may terminate this Agreement for the Client's convenience and without cause upon giving the Consultant not less than seven (7) calendar days' written notice.

Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for any of the following reasons:

- Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;
- Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;
- Suspension of the Project or the Consultant's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate;
- Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

Third-Party Beneficiaries

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being

Mr. Dave Guritz, Director
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performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder. The Client and Consultant agree to require a similar provision in all contracts with contractors, subcontractors, sub-consultants, vendors, and other entities involved in this Project to carry out the intent of this provision.

Unauthorized Changes

In the event the Client, the Client's contractors or subcontractors, or anyone for whom the Client is legally liable makes or permits to be made any changes to any reports, plans, specifications or other construction documents prepared by the Consultant without obtaining the Consultant's prior written consent, the Client shall assume full responsibility for the results of such changes. Therefore the Client agrees to waive any claim against the Consultant and to release the Consultant from any liability arising directly or indirectly from such changes.

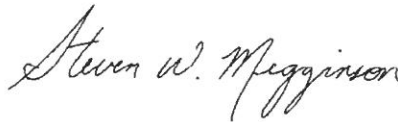
In addition, the Client agrees to include in any contracts for construction appropriate language that prohibits the Contractor or any subcontractors of any tier from making any changes or modifications to the Consultant's construction documents without the prior written approval of the Consultant and that further requires the Contractor to indemnify both the Consultant and the Client from any liability or cost arising from such changes made without such proper authorization.

If this agreement meets with the County's approval, please have the proper County officials sign and date same where indicated below and return one (1) copy for our file. If you have questions on any of the above, please call me at our Springfield office.

Yours truly,

HAMPTON, LENZINI AND RENWICK, INC.

By:



Steven Megginson, P.E., S.E.
Vice President

Enclosure

ACCEPTANCE

The terms and conditions of this letter agreement are hereby accepted by the Kendall County Forest Preserve District for engineering services set forth above.

By _____

Date

ATTEST:

By _____

To: Kendall County Forest Preserve District Committee of the Whole

From: Emily Dombrowski, Environmental Education Coordinator

April Morris, Environmental Education Coordinator

RE: NEW School Program Fee

Date: July 12, 2016

A new school program will be introduced this fall for middle school and high school students. Students and teachers will have the opportunity to learn about invasive and non-native plants, restoration strategies, and the local flora and fauna of Illinois. Specific restoration activities will improve the habitats and biodiversity of Maramech Forest Preserve. An authentic STEM (Science, Technology, Engineering and Math) learning program and experience will improve both the scientific and environmental literacy within the school communities served. We will also offer the opportunity for a teacher training so that they are more comfortable teaching about these topics.

Proposed fee: \$10 a student- This fee will include a visit to the school to do a 1 hour overview of Maramech Forest Preserve and the current restoration work that is being done. It will also include a 3 hour visit to Maramech Forest Preserve to engage in restoration efforts and hands-on activities.

Ordinance 02 - 01

GENERAL USE REGULATION ORDINANCE Kendall County Forest Preserve District

WHEREAS, it is reasonable, necessary and desirable for the Kendall County Forest Preserve District, hereinafter called "District," to establish a General Use Ordinance governing the use of the Forest Preserves of the District;
and,

WHEREAS, 70 ILCS 805/7 of the Illinois Compiled Statutes provides as follows:
"The board of any forest preserve district organized hereunder may by ordinance regulate and control the speed of travel on all paths, driveways and roadways within forest preserves, and prohibit the use of such paths, driveways and roadways for racing or speeding purposes, and may exclude therefrom traffic, teams and vehicles, and may by ordinance prescribe such fines and penalties for the for the violation of their ordinances as cities and villages are allowed to prescribe for the violation of their ordinances.";
and,

WHEREAS, 70 ILCS 805/7a of the Illinois Compiled Statutes provides, in relevant parts, as follows:
"The board of any forest preserve district organized hereunder may by ordinance regulate, control and license all modes of travel within the forest preserve district.";
and,

WHEREAS, 70 ILCS 805/7b of the Illinois Compiled Statutes provides, in relevant parts, as follows:
"The board of any forest preserve district organized under this Act may by ordinance issue licenses for any activity reasonably connected with the purpose for which the Forest Preserve District has been created";
and,

WHEREAS, 70 ILCS 805/8 of the Illinois Compiled Statutes provides, in relevant parts, as follows:
"The board shall be the corporate authority of such Forest Preserve District and shall have power to pass and enforce all necessary ordinances, rules and regulations for the management of the property and conduct of the business of such district";
and,

WHEREAS, it is reasonable, necessary and desirable for the District to establish rules and regulations in order to provide for the safe and peaceful use of the Forest Preserves; for the education and recreation of the Public; for the protection and preservation of the property, facilities, flora and fauna of the Forest Preserves; and for the safety and general welfare of the public;
and,

WHEREAS, the District has the authority and the power to establish this General Use Ordinance.

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of the District as follows:

Chapter One - Construction of Words and Definitions

Section I - Construction of Words:

Words importing the singular number may extend and be applied to several persons or things, words importing the plural number may include the singular, and words importing gender may be applied to both male and female.

Section II - Definitions:

The terms set forth below shall have the following meanings unless the context of a specific section clearly indicates otherwise.

- a. "Agent" means any director, officer, servant, employee, or other person who is authorized to act in behalf of the District.
- b. "Amusement Contraptions" means any mechanical device, gadget, machine or structure designed to test the skill or strength of the user or provide the user with any sort of ride, lift, swing or fall experience including, but not limited to, ball-throwing contest devices, pinball-type devices, animal ride devices, ball and hammer devices and trampoline devices.
- c. "Area" or "Areas" means a specified place within a Forest Preserve.
- d. "Board" means the Board of Forest Preserve Commissioners.
- e. "Director" means the Director of the District or such persons charged with or delegated such authority by the Director.
- f. "District" means the Kendall County Forest Preserve District.
- g. "Employee" means any full or part-time, regular or temporary worker in the employ of the District under the supervision of the Director.
- h. "Exclusion of Others" refers to prohibiting use or behavior by others, which disrupts or prevents the authorized and lawful use of a designated area or structure in a Preserve by a person or persons holding a valid Permit for such area or structure and activity.
- i. "Legal Adult" means one who has reached the age of majority as defined by the laws of the State of Illinois.
- j. "Permit" means the written permission that must be obtained from the District to carry out a given activity.
- k. "Person" or "Persons" means individuals, firms, corporations, societies or any other entity, group or gathering whatsoever.
- l. "Posted" means that a notice is posted, either by a sign in a Forest Preserve at the entrance to a Forest Preserve or at the District offices, the location being at the discretion of the Director.
- m. "Preserve" or "Forest Preserve" means land and waters, or property owned, leased, or licensed by the District and property over which the District has easement rights.

- n. "President" means the President of the Board of Forest Preserve Commissioners.
- o. "Property" means any lands, waters, facilities or possessions of the District.
- p. "Sound and Energy Amplification" means music, speech or any sound or noise transmitted by artificial means, including, but not limited to, amplifiers, loudspeakers, radios or any similar devices, or lights, rays, lenses, mirrors or laser beams.
- q. "Vehicle" means every device in, upon or by which any person or property may be transported or drawn upon a highway, in addition to any device or conveyance on the land using wheels of belt-type track or tracks, skids or skis and propelled by an engine or motor and includes such land conveyances that are able to float and operate on water, except devices moved by human power.
- r. "Watercraft" means any device of conveyance on the water whether propelled by motor, engine, wind, or human power.
- s. "Waters" or "Waterways" means lake, pond, slough, stream, lagoon, marsh, or river within the jurisdiction of the District.
- t. "Written Permission" means written permission granted by the Board, President or Director or written permission granted by an authorized agent or employee of the District acting within the scope of their agency and employment.

Chapter Two - Public Use

Section I - Public Use and Purpose of the District:

Forest Preserves are for use by the general public. One of the functions of the District is to acquire, protect, restore, restock and develop a well-balanced system of areas with scenic, ecological, recreational and historic values for the inspiration, education, use and enjoyment by the public. This Ordinance is intended to help carry out this function.

Section II - Hours of Use:

- a. Forest Preserves shall be open to the public from 8:00 a.m. to sunset, local time, seven days a week, unless different hours are Posted by the President.
- b. No person shall remain in the Forest Preserves when the Forest Preserves are not open to the public, without Written Permission of the Director.
- c. Preserves or Areas within Preserves may be closed to the general public by the District for reasons including, but not limited to, public safety and protection of natural resources.

Section III - Permits:

- a. No person shall conduct, operate, present, manage or take part in the following activities in a Forest Preserve unless a Permit is obtained prior to the start of the activity:
 - 1. Any contest, show, exhibit, dramatic performance, play, act, motion picture, bazaar, musical event, ceremony, parade,

- including, but not limited to, drills or maneuvers, rallies, or picketing.
- 2. Any use of any Forest Preserve Area or facility by a certain person or group of persons to the exclusion of other;
- 3. Camp on any lands of the District or inhabit any structure or facility overnight.
- b. Persons desiring to engage in any of the above activities may apply to the District for a Permit or license under the following categories and subject to the policies and fees set by the Board:
 - 1. Picnic - No Permit is required to have a picnic; however, if a Person desires to reserve a designated area or areas to the Exclusion of Others then a Permit is required.
 - 2. Camping - A Permit is required. The Permit reserves a designated area or areas to the Exclusion of Others and allows the permittee to remain in the Preserve overnight. For organized, sponsored youth group campsites, the Permit may be valid for from one to seven consecutive nights. The Permit may provide permission to for other Permit controlled activities.
 - 3. Special Event - A Special Event Permit may be required for activities listed in Chapter Two, Section IIIa, paragraph 1 above. The Permit may provide for use of an Area or Areas to the Exclusion of Others and for other Permit controlled activities pursuant to this Ordinance.
- c. Permits in General:
 - 1. Permits are non-transferable and are subject to fees set by the Board. Permits must be applied for at least 72 hours in advance of the event, except those that require a certificate of insurance, which must be applied for at least 14 days in advance of the event. Permits shall only be issued to a Legal Adult and that Legal Adult must be present during the permitted activity. Minor changes in the Permit may be made upon the Written Permission of the Director for no additional fee providing that the specific Forest Preserve is not changed, the date or dates involved are not changed, the number or size of the designated areas is not increased, and the request for change is made at least 72 hours prior to the event.
 - 2. The Board may require proof of and establishing the amount of liability insurance required, and/or requiring a Hold Harmless Agreement, or requiring an endorsement naming the District as an additional insured when the activity is deemed to require such.

Chapter Three - Protection of Property, Structures, and Natural Resources

Section I - Destruction or Misuse of Property and Structures:

No person shall upon or in connection with any Property of the District commit or attempt to commit any of the following acts:

- a. Destroy, deface, paint, alter, change or remove any monument, stone, marker, bench mark, stake, post or blaze marking or designating any boundary line, survey line or reference point;
- b. Cut, break, mark upon or otherwise damage, destroy or remove any post, building, shelter, picnic table, bridge, pier, drain, well, fountain, pump, telephone, lamp post, fence, gate, refuse container, exhibit, display, tool storage box, utility outlet, movie screen, flag post or any other structure, facility, equipment, apparatus or parts thereof;
- c. Climb, stand, sit or walk on any structure, building, shelter, shelter, fence, gate, post, flagpole, picnic table, wall, refuse container or parts thereof, or any equipment, object or apparatus which is not designed or intended for such use;
- d. Deface, destroy, cover, damage or remove any placard, notice or sign, or parts thereof, whether permanent or temporary, Posted or exhibited by the District to announce the rules, regulations and warnings or any other information to the public necessary or desirable to the proper use of the Forest Preserve;
- e. Take, appropriate, excavate, injure, destroy or remove any historical or prehistorical ruin or parts thereof, or any object of antiquity, without prior Written Permission of the Board;
- f. Throw, carry, cast, drag, push or deposit any container or receptacle, picnic table, barricade or any other Property into any Waterway or upon the frozen Waters thereof or otherwise move, stack or hide such Property in such a way as to render it unavailable to the general public for its intended use;
- g. Occupy or inhabit any house, barn, shelter, shed or other structure, or use for storage, or cause to be used for the storage of any goods, any house, barn, shelter, shed or other structure without the prior Written Approval of the Director;
- h. Enter into or upon any Preserve or Waters or Areas thereof or structures closed or Posted against trespass without the prior Written Permission of the Director. These structures or Areas may be, but are not limited to, construction areas, equipment or material storage structures or areas, work shops or stations, tree nurseries, wildlife nesting areas, or Areas undergoing reforestation or restoration of soil or vegetation or areas deemed hazardous to public safety or health;
- i. Enter into or upon and Preserve or Areas thereof for the purpose of collecting, gathering, acquiring or scavenging lost, misplaced or abandoned personal property or any other items of personal property without the prior Written Permission of the Director and then only in accordance with the terms and conditions thereof;
- j. Tamper with in any way, enter or climb upon, damage or remove anything from any District Vehicle, Watercraft, cart, trailer, machine or equipment; or
- k. Misuse any refuse container or receptacle by depositing into it any hot or burning substances, unless such container has been clearly identified for such use.

Section II - Destruction or Misuse of Natural Resources:

No person shall upon or in connection with any Property of the District commit or attempt to commit any of the following acts:

- a. Cut, remove, uproot, damage or destroy by any means, any sod, earth, tree, sapling, seedling, bush, shrub, flower or plant, whether dead or alive, or chip, blaze, box, girdle, trim or otherwise deface or injure any tree, shrub or bush or break or remove any branch or foliage thereof or pick or gather any seed of any tree or other plant without prior Written Permission of the Director;
- b. Remove or cause to be removed any sod, earth, humus, downed timber, wood chips, peat, rock, sand, gravel or any other natural material of the forest floor or earth without the prior Written Permission of the Director;
- c. Hunt, trap, capture, molest, poison, wound or kill any invertebrate, animal, mammal, bird, reptile, or amphibian, or disturb, molest or rob any nest, lair, den or burrow without prior Written Permission of the Director;
- d. Fish in any Waters of the District Posted against fishing, or fish in any District Waters by using a bow and arrow, spear or slingshot, or any device using more than two hooks per line, or seine or trap, or with unattended lines during the hours that the Forest Preserves are closed, as defined by provisions of this Ordinance, or in violation of any applicable laws of the State of Illinois as administered by the Illinois Department of Natural Resources, or in violation of any regulation or restriction Posted by the Director controlling the size, species and number of fish that can be taken from a designated body of water;
- e. Release or cause to be released any wild, domestic or pet animal, bird, fish or reptile, or bring in, plant or distribute the seeds or spores of any flowering or non-flowering plant or fungus, without the prior Written Permission of the Director;
- f. Use or cause to be used any chemical or biological pesticide or other substance, procedure or process designed to alter the anatomy or physiology of any organism for the purpose of directly manipulating their populations, without prior Written Permission of the Director, and then only in compliance with all the applicable laws of the State of Illinois and the United States;
- g. Permit or allow any cattle, horses, sheep, goats, swine or other livestock to graze or browse on District Property; or
- h. Deposit, dump, throw, cast, lay or place, or cause to be laid or placed any ashes, trash, rubbish, debris, litter, grass clippings, brush, leaves or other organic material, or other discarded, used or unconsumed material anywhere but in those receptacles provided for such disposal and only material that was generated on the site in the course of normal, lawful use of Forest Preserve facilities.

Section III - Contraband:

All animals, plants, birds, fish or reptiles, or parts thereof, killed, captured, trapped, taken, bought, sold or possessed contrary to any provision of this Ordinance or

applicable laws of the State of Illinois shall be, and are hereby declared, contraband and, as such, shall be subject to seizure by any duly sworn peace officer.

Section IV - Destruction by or Misuse of Fire:

No person shall upon or in connection with any Property of the District commit or attempt to commit any of the following acts:

- a. Knowingly or unknowingly set fire, or cause to be set on fire, any tree, forest, brushland, grassland, meadow, prairie, or marsh, or any other natural resource or Property of the District without first obtaining Written Permission from the Director;
- b. Build a fire anywhere, for any purpose, except in provided fireplaces or provided or privately owned fire receptacles, without first obtaining Written Permission from the Director;
- c. Build a fire or cause a fire to start in or out of a receptacle close to or in any structure whatsoever or close to any tree or plant in such a way as to deface, damage or destroy that structure or scar, injure or destroy the tree or plant or its foliage;
- d. Drop, throw away or scatter any burning, lighted or hot coals, ashes, cigarette, cigar, firecracker or match, except in those receptacles provided for such disposal; or
- e. Build any fire whatsoever for any purpose in or out of a receptacle or fireplace and leave it unattended, until such fire is properly extinguished. For the purpose of this Section, a fire shall be deemed properly extinguished when its ashes, residue, coals and unburned substance is cold to the human touch.

Chapter Four - Regulation of Sports and Games

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

Section I - Swimming:

Swim, wade or bathe at any time in any of the Waters or Waterways, except at such place or places as may be designated by the Board and then only in accordance with District rules, regulations and restrictions promulgated and Posted.

Section II - Watercraft:

Bring into, attempt to launch, use, or navigate any boat, yacht, canoe, raft or other Watercraft upon the Waters or Waterways, except at such place or places as may be designated by the Board. Where allowed, Watercraft shall be used in accordance with District rules, regulations and restrictions, as well as all applicable statutes of the State of Illinois and the United States.

Section III - Engine-Powered or Radio Controlled Models or Toys:

Start, fly or use any fuel powered, air-propulsioned or electric powered model or toy or any radio controlled model car, aircraft, boat or rocket or any like controlled toy or model, except in those Areas or Waters designated by the Board for such use and then only in accordance with District rules, regulations and restrictions promulgated and Posted, as well as all applicable rules and regulations administered by any federal, state or local agency responsible for controlling such use.

Section IV - Horseback Riding:

Bring into, unload, use or ride any horse, except on those fields, lots, Areas, trails, paths or roadways designated by the Board for horse use and then only in accordance with District rules, regulations and restrictions promulgated and Posted.

Section V - Bicycling:

- a. Ride a bicycle on any path, trail, roadway or other Area designated or Posted as prohibiting bicycles;
- b. Fail to ride a bicycle as closely as possible to the right-hand side of any road, trail or path, as conditions shall allow;
- c. Ride a bicycle more than two abreast on any trail, path, or roadway;
- d. Ride a bicycle more than single file when overtaking or approaching other bicycle or equestrian traffic;
- e. Ride a bicycle on any trail, path or other access which is less than eight feet in width; or
- f. Ride a bicycle on any trail, path, roadway, or parking area in a manner which endangers the safety of Persons or property, or at a speed which is greater than is reasonable and proper for the safe operation of the bicycle with regard to existing conditions, including but not limited to, trail or road surface, hills, curves, intersections and other bicycle or pedestrian or equestrian traffic.

Section VI - Skateboarding and Roller-blading:

Skateboard or roller-blade in any Area Posted as not allowing such activities, or skateboarding or roller-blading in such a manner which endangers the safety of Persons or property, or in such a manner that damages District Property.

Section VII - Sound or Energy Amplification:

Play or operate any Sound Amplification devices, including radios, television sets, public address systems, musical instruments and the like, or operate any other Energy Amplification device in such a way as to be audible beyond the immediate vicinity of such device or musical instrument or in such a manner as to disturb the quiet of camps, picnic areas or other Preserve Areas without obtaining a Special Event as outlined in Chapter Two, Section IIIb, paragraph 3 of this Ordinance.

Section VIII - Winter Sports:

- a. Sled, toboggan, ski or slide on any Area Posted by the Director as being "unsafe" or "hazardous" or as being "closed" due to inadequate snow cover or other environmental conditions, or upon being duly notified by the Director.
- b. Enter upon any frozen Waters to skate, fish, slide or walk or for any other purpose whatsoever when such Waters are posted "closed" or "unsafe" or "hazardous" by the Director or when notified of such conditions by the Director.
- c. Fish through the ice on any frozen Waters or parts thereof designated as ice skating areas by the Board.
- d. Bring onto or upon the frozen Waters of any lake, pond or watercourse any iceboat or wind-driven-like device or other vehicle, without the Written Permission of the Director.

Section IX - Field and Team Sports:

Play or engage in any team sport, athletic event, outdoor or lawn games, or any such endeavor which by its nature requires open Areas or fields, except in those Areas designated by the Board as athletic fields or, if none are available, only in those Areas and for such a period of time determined by the Director in order to ensure the safe and equal use of the Preserve by others.

Section X - Amusement Contraptions:

Bring in, set up, construct, manage or operate any Amusement Contraption, without prior Written Permission of the Board.

Section XI - Aviation:

Make any ascent in or descent from any balloon, airplane, glider, hang glider, kite, helicopter or parachute, without the Written Permission of the Board.

Section XII - Gambling:

- a. Manage, operate or engage in gambling of any form;
- b. Have in their possession any clock, wheel, tape machine, slot machine, pin machine or other machine or device for the reception of money or other thing of value on chance or skill or upon the action of which money is staked, bet, hazarded, won or lost. Any such machine or device shall be subject to seizure, confiscation and destruction by any police officer or employee of the District.

Chapter Five - Regulation of Motorized Vehicles, Traffic and Parking**Section I - State Law Adopted:**

The Illinois Vehicle Code as now or hereafter amended (625 ILCS 5/11-100 et seq.) is adopted by reference as if set forth at length in this section.

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

Section II - Vehicle Operation and Equipment:

Park, operate, or cause to be operated or parked, a Vehicle that does not comply with the Illinois Vehicle Code or other law or laws of the State of Illinois pertaining to the equipment, control, licensing, registering and use of Vehicles and/or the licensing of operators of such Vehicles.

Section III - Vehicle Types and Access Allowed:

- a. Park, operate, or cause to be operated or parked, any Vehicle except on the roads, drives and parking areas provided, and then only in compliance with the directions and restrictions Posted on regulatory signs, issued Permits, or at the direction of any District staff or duly sworn peace officer;
- b. Park, operate, or cause to be operated or parked, any snowmobile, go-cart, trail bike, mini-bike or other all-terrain off-road Vehicle without prior Written Permission of the Board and then only in those Areas specified and in accord with the rules and restrictions set forth;
- c. Operate or move, or cause to be operated or moved, any Vehicle locked in as a result of the closing of the Forest Preserves at the designated time, until such time that the Preserve is officially opened; or

- d. Park, operate or cause to be operated or parked, any Vehicle on any road, drive or parking area Posted, gated or barricaded as being closed to public traffic.

Section IV - Right-of-Way:

Operate a Vehicle in such a manner as to fail to yield the right-of-way to pedestrians, bicyclists and equestrians.

Section V - Parking:

- a. Park a Vehicle overnight without prior Written Permission of the Director;
- b. Park a Vehicle in such a way as to block in another parked Vehicle;
- c. Park a Vehicle in such a way as to block, restrict or impede the normal flow of traffic;
- d. Park or stop a Vehicle in a zone or Area posted as prohibiting parking;
- e. Park a Vehicle on turf, meadow, prairie, marsh, field or woodland, except in an emergency or as directed by any District staff or duly sworn peace officer for the purpose of crowd control or special event parking;
- f. Park a Vehicle for the purpose of washing it or for the making of any repairs or alterations, except those of an emergency nature; or
- g. Park or stop a Vehicle in such a way as to occupy more than one provided parking stall or space unless otherwise directed to do so by District staff or duly sworn peace officer.

Section VI - Speed Limit:

Operate or propel a Vehicle or cause a Vehicle to be propelled on any road, drive or parking area at a speed greater than the speed limit posted along the right-of-way or, in absence of such posted limit, at a speed in excess of ten (10) miles per hour.

Section VII - Special Speed and Operating Restrictions:

Operate or cause to be operated any Vehicle upon any road, path, drive or parking area in any manner which endangers the safety of Persons or property, or at a speed which is greater than is reasonable and proper for the safe operation of the Vehicle, with regard to traffic conditions and special hazards such as trail crossings, entrances to parking areas or campgrounds, narrow or winding roads, hills, curves, weather or road conditions, and pedestrian, equestrian or bicycle traffic.

Chapter Six - Regulation of Personal Conduct and Behavior

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

Section I - Vending and Advertising:

- a. Collect fees, admission or cover charges or display or offer for sale any articles or things, or conduct or solicit any business, trade, occupation or profession, or offer without charge any articles or things, without a valid Concessionaire Agreement approved by the Board and then only in accordance with the terms and conditions thereof, it being the intention to control commercial enterprises or sales on District lands; or
- b. Display, distribute, post or fix and placard, sign, handbill, pamphlet, circular or any other written or printed material or objects containing advertising matter or announcements of any kind whatsoever, or mark with paint any ground, trees, roads or parking areas without prior

Written Permission of the Director and then only in compliance with the terms of such permission or in compliance with the terms of a valid Concessionaire Agreement approved by the Board, except those groups holding a valid Picnic, Camping, or Special Event Permit may display signs to identify their location or direct others to it, providing such signs are temporary, not more than 24" x 36" in size and are removed by the Permittee at the termination of the activity and are not attached to any tree or shrub or any District sign, gate, or building.

Section II - Unlawful Obstructions:

- a. Set or place or cause to be set or placed any goods, wares or merchandise, or any stand, cart or vehicle for the transportation or vending of any such goods, wares or merchandise, or any other article upon any property of the District to the obstruction of use of any Preserve or to the detriment of the appearance of any Preserve;
- b. By force, threat, intimidation or by unlawful fencing or enclosing or any other unlawful means prevent or obstruct or combine and conspire with others to prevent or obstruct any Person from peacefully entering upon any Property of the District, or prevent or obstruct free passage or transit over through any lands or Waters of the District, or obstruct the entrance into any facility within the District, except that nothing in this section shall be construed to deny lawful enforcement of a valid Permit granting a certain Person or Persons use to the Exclusion of others as defined and provided for in this Ordinance.

Section III - Unlawful Construction, Maintenance or Encroachment:

- a. Erect, construct, install, or place any structure, 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.
- b. Perform or cause to be performed any mowing, trimming, cutting, or grooming of District lands, or perform any singular grounds maintenance for any purpose, or in any like manner encroach onto District property from privately or publicly owned lands without Written Permission from the Director; or
- c. Place, stockpile or store any gravel, stone, dirt, sand, wood, lumber or any other organic or inorganic material on District property.

Section IV - Drug or Alcohol Use:

For the purpose of this section, the words or terms used shall have the following meaning:

- a-1. "Cannabis" shall have the meaning ascribed to it in Section 3 of the Illinois Cannabis Control Act.
- a-2. "Controlled Substance" shall have the meaning ascribed to it in Section 102 of the Illinois Controlled Substance Act.
- b. Possess, bring into, or use any Controlled Substance or Cannabis or any derivative thereof;

- c. Possess, produce, plant, cultivate, tend or harvest the Cannabis sativa plant;
- d. Possess, bring into, or consume any alcoholic beverages on District property or any facility thereof with the exception of Ellis House and Meadowhawk Lodge at the Hoover Forest Preserve where the service of intoxicating beverages, in concert with a previously approved use of the facility by the Kendall County Forest Preserve District and any local authority, may be permitted in accordance with a properly issued and unexpired liquor license; or
- e. Be present in an intoxicated condition or under the influence of alcoholic beverages, drug or narcotic to the extent of being unable to perform normal bodily functions, such as maintaining balance or coherent speech, or because of the influence of such or like substances engage in behavior or speech that intimidates others or interferes with or unreasonably disrupts others in the normal, safe use of the Forest Preserves or any facility thereof.

Section V - Weapons and Harmful Substances:

At any time have in their possession or on or about their Person, Vehicle or any other conveyance, concealed or otherwise, any firearm, stun gun, taser, bow and arrow, slingshot, cross bow, spear or spear gun, switch-blade knife, stiletto, sword, blackjack, billy club, martial arts weapon or any air rifle, paint gun or device capable of discharging a projectile or harmful chemical substance, or any weapon, instrument or substance of like character or design except at those ranges or Areas designated for their use by the Board and then only in accordance with the rules and restrictions set forth for the proper use of such ranges or Areas. Nothing contained herein shall be construed to prevent any duly sworn peace officer from carrying such weapons as may be authorized and necessary in the discharge of their duties nor shall it apply to a Person summoned by any such Officer to assist in making arrests and preserving the peace while such Person is engaged in assisting.

Section VI - Disorderly Conduct:

Engage in behavior or speech that provokes a breach of the peace or disrupts, alarms, disturbs, intimidates, or unreasonably interferes with others in the normal, safe use of the Forest Preserves or any facility thereof.

Section VII - Disobeying a Lawful Order:

Disobey, ignore, or in any manner fail to comply with any request, direction, or order given by any duly sworn peace officer charged with the control, management, or protection of District Property or resources when such request, direction or order is given in the lawful performance of his duties.

Section VIII - Hindering or Bribing Employees:

- a. Interfere with, unreasonably disrupt, delay, or in any manner hinder any Employee engaged in the performance of his duties; or
- b. Give or offer to give any Employee any money, gift, privilege or article of value on or off District Property in order to violate the provisions of this Ordinance or any other District Ordinance, Contract or Permit or Statute of the State of Illinois and the United States or in order to gain or receive special consideration in applying for any use or privilege or to

gain special consideration and treatment in the use of any District Property of facility.

Section IX - Control And Treatment of Animals:

- a. Bring, lead or carry any dog that is unleashed or on a leash longer than 10 feet, except in those Areas designated by the Board for dog training and then only in accordance with the rules and restrictions duly promulgated for the control of such Area or Areas. Where Posted, Persons bringing a dog into a Preserve or Areas thereof shall be responsible for immediate clean-up and removal of the animal's excrement;
- b. Willfully or neglectfully cause or allow any domestic animal to run or remain at large, or to release any wild or domestic animal, for any purpose, except within those Areas designated by the Board and then only in accordance with the rules and restrictions duly promulgated for the control of such Area or Areas;
- c. Torture, whip, beat or cruelly treat or neglect any animal;
- d. Bring in, drive, ride or lead any animal, except that horses, sled dogs and other draft animals may be ridden or led, or driven ahead of Vehicles or sleds attached thereto on such portions of the Forest Preserves as may be designated by the Board and then only in accordance with the rules and restrictions duly promulgated for the control of such Area or Areas; or
- e. Hitch or tie any horse or other animal to any tree, bush or shrub;
- f. Bring in, lead, drive, ride or carry any wild, domestic or pet predator, leashed or unleashed into or upon any Forest Preserve, or part thereof, designated as a Nature Preserve or Nature Area or Historic Site, without Written Permission of the Director, unless such animal is kept confined within a closed vehicle or trailer.
- g. Nothing in this Ordinance shall be construed to prohibit the controlled use of certain animals approved by the President for the purposes of public safety, such as, but not limited to, the protection of District property or the protection of Employees in the performance of their duties or in the performance of search and rescue operations.
- h. Nothing in this Ordinance shall be construed to prohibit the controlled use of animals used for aiding physically challenged individuals.

Section X - Honoring Permits:

By act or speech willfully or unreasonably hinder, interrupt or interfere with any duly permitted activity or unreasonably or willfully intrude on any Areas or into any structure designated for the use of a certain Person or Persons to the Exclusion of Others by Written Permission of the District.

Section XI - Pyrotechnics:

Set off or attempt to set off or ignite any firecrackers, fireworks, smoke bombs, rockets, black powder guns or other pyrotechnics.

Section XII - Illinois Compiled Statutes Violation:

Do or cause to be done any act in violation of: the Illinois Criminal Code of 1961 as amended, the Illinois Cannabis and Controlled Substances Acts of 1971 as amended, the Illinois Dram Shops Acts as amended, or any applicable Illinois Compiled Statutes

as amended while in or on any property administered by or under the jurisdiction of the District.

Chapter Seven - Enforcement

Section I - Police:

All Police, Deputy, Sheriff, State Policeman or any other duly sworn peace officer has the power and is authorized to arrest, with or without process, any persons found in the act of violating any Ordinance of the District or law of the State of Illinois.

Section II - Two Penalties - One Judgment:

In all cases where the same offense shall be made punishable or shall be created by different clauses or sections or this or any other ordinance or statute, a duly sworn peace officer or person prosecuting an offender may elect under which to proceed, but not more than one judgment shall be entered against the same person for the same offense.

Section III - Fines and Penalties:

Any person found guilty of violating any provision of this Ordinance shall be fined an amount not less than \$75.00 but not more than \$500.00 for each offense.

Section IV - Authority of Other Agencies:

Nothing in this Ordinance shall be construed to prevent other officers from carrying out their sworn duties within the territories of the District as defined by applicable laws of the State of Illinois and the United States or Ordinances of Kendall County, Illinois or in accord with any Policing Agreement approved by the Board.

Section V - Permits and Designated Areas - Authority:

To carry out the terms of this Ordinance, the Director or his designee is hereby given authority to issue Permits, Post notices or take other action as called for herein, subject to the guidelines set forth.

- a. The Director shall have the authority to close Preserves, or parts thereof, in the interest of public health, safety or general welfare or in order to protect the natural resources from unreasonable harm; to promulgate and issue Permits where required by this Ordinance; and to collect such fees as established by the District in accordance with the following guidelines:
 1. No Person shall be discriminated against because of age, race, sex, creed, color, national origin, or physical or mental handicap;
 2. The proposed use or activity shall not unreasonably interfere with or detract from the general public's use and enjoyment of the Forest Preserves and surrounding property or facilities;
 3. The proposed use or activity is not reasonably likely to result in violence or in serious harm to Property or Persons;
 4. The proposed activity or use shall not entail extraordinary expense or operation costs by the District or expose it to unusual or extreme liability;
 5. The Area desired has not been reserved for another activity at the same time;
 6. The proposed activity is not reasonably expected to detract from the promotion of public health; and

7. The proposed activity is reasonably compatible with the type of Preserve, the size and character of the Area or Waters involved and the facilities available, and that it is not reasonably expected to cause irreparable harm or extreme damage to the natural environment of the Preserve.
- b. The Director may impose reasonable restrictions on the granting of a Permit, including, but not limited to any of the following:
 1. Restricting the open dates for reserved Area use; the length of time an Area will be held for reserved use; the use of ground fires; off-the-road vehicle access; the number of Persons present; the use of domestic or trained animals; the use of shelters or structures; the collecting for any purpose of any Water, soils, minerals, flora or fauna; the type and location of sports and games or any other activity which appears likely to unreasonably interfere with the use and enjoyment of the Preserve by others or cause damage to District property; and
 2. Requiring the name, address, telephone number and driver license number of a legal adult responsible for the use or activity requested, as well as the name, address and telephone number of the group represented by the applicant.
- c. All Permits required by this Ordinance and issued by the District shall be issued at the District headquarters at 110 West Madison Street, Yorkville, Illinois. All applications for Permits shall be submitted at least 72 hours in advance of the earliest requested date, provided that the Director may waive the 72-hour time period in the interest of public safety or for such events that are of a significant civic nature.
- d. The Director is authorized to seek reasonable information regarding any proposed use, activity or privilege and require a record of such information on a Permit application. No Person shall misrepresent, falsify or withhold such required information.
- e. No Person granted a Permit shall violate the requirements, terms, conditions, restrictions or rules duly set forth under the authority of this Ordinance as part of any granted Permit.
- f. The Board may set forth in other Ordinances guidelines and standards regulating such Permit or registration fees as it deems proper and may change them from time to time.
- g. No Person shall obtain or use any Permit without having first paid the established fee.
- h. All designated Areas, Waters or facilities and all Permit restrictions, rules, regulations or conditions are subject to review at any time by the Board. Any aggrieved Person shall have the right to petition the Board, in writing, regarding denial or restriction of use or activity and be properly heard by the Board, as the President shall direct.

Section VI - Civil Suits:

Nothing in this Ordinance shall be construed to prevent or preclude the lawful use by the District of a civil remedy at law, or correct an abuse or loss suffered by the District as a result of a violation of this Ordinance or any law of the State of Illinois.

Section VII - State's Attorney Authorized to Prosecute:

The Kendall County State's Attorney shall be authorized to prosecute any violations of this Ordinance until such a time that the District opts to employ its own attorney for representation of the District. Should the District employ a District Attorney for the purpose of prosecuting violations of this Ordinance, then said attorney shall be authorized to do so.

Section VIII - State, United States and Local Laws:

All Persons within the Forest Preserves are subject to all Ordinances, rules and regulations of the District, as well as all applicable laws of the United States and the State of Illinois, as amended and changed from time to time. These laws include, but are not limited to, the Downstate Forest Preserve Act, the Illinois Vehicle Code, the Criminal Code of 1961, the Wildlife Code and the Fish Code of the State of Illinois, as amended and changed from time to time.

Chapter Eight - Miscellaneous**Section I - Enactment:**

This Ordinance shall be in full force and effect from and after its passage, approval and publication as required by statute.

Section II - Captions and Headings:

The captions and headings used herein are for the convenience of reference only and do not define or limit the contents of each paragraph.

Section III - Severability:

The provisions of this Ordinance shall be deemed to be severable and the invalidity or unenforceability of any provisions shall not affect the validity and enforceability of the other provisions hereof.

Section IV - Copies:

The Secretary of the Forest Preserve District shall transmit a copy of this Ordinance to the President, Director and Attorney of the District, respectively, and shall cause it to be published as provided by law.

Section V - Conflict:

All Forest Preserve District ordinances and all resolutions and orders, or any parts thereof, in conflict with this ordinance, or any parts thereof, are hereby repealed.

Section VI- Amendments:

The District may amend this Ordinance from time to time.

Passed and approved by the President and Board of Commissioners of the District this
8th day of November, 2012.

Approved: _____
President

Attest: _____
Secretary

Amended November 7, 2012.

To: Kendall County Forest Preserve District Committee of the Whole

From: David Guritz, Executive Director

Cc: Kris Mondrella, Program Director, Sunrise Center North

RE: Sunrise Center North Joint Fundraising Opportunity

Date: July 12, 2016

Sunrise Center North is proposing co-hosting an 5K "Monster Dash" and Family Fall Fest at Ellis House and Equestrian Center on Saturday, October 29, 2016.

Ellis House is not hosting a scheduled wedding event on this date.

Sunrise Center North has proposed a \$35 registration cost (\$30 early registration by 10/1/16) for the 5K run, including a \$10 per child registration for a separate 1 mile fun run. Per registrant charges through "SignMeUp.com" will be passed on to event participants.

The 5K "Monster Dash" will begin at 9 am and end by 11 am.

The Family Fall Festival will take place on the same date from noon – 3 pm for a cost of \$5 per family member, inclusive of, but not limited to the following activities:

- Hay Wagon Ride (1 ride per ticket holder)
- Picture with a Pony
- Pony Rides (1 ride per ticket holder / \$5 for each additional ride)
- Stick Horse Obstacle Race
- Horse Lasso Activity

- Pumpkin & Face Painting
- Haystack Candy Search
- Halloween Treats Scavenger Hunt

- Barbeque Lunch
- Best Costume Contest

Sunrise Center North volunteers will work with District staff to secure donations for prizes, in-kind contributions and services, and assist with staffing the event (30 volunteers total anticipated).

Additional funds will be raised from at-will donations, and a proposed "Horse Hockey" 50/50 raffle. Event planners will be looking into cross marketing opportunities with Heap's Pumpkin Farm's Halloween events.

Sunrise Center North and KCFPD staff anticipates that costs for event supplies and services for the event will be minimal, with any needed services (eg; timing equipment, food service) received as an in-kind donations and event sponsorships.

Sunrise Center North also reports a retained pre-purchased inventory of 5K run t-shirts and awards secured from the prior year.

Preliminary budget figures include the following:

Sponsorship Goal	\$2,000.00	8 sponsors @ \$250 each
5K Run Registrations	\$2,625.00	75 registrations @ \$35 per entry
Family Event Registrations	\$2,000.00	\$5 per person X 400 participants
Total Event Proceeds	\$6,125.00	
Expense Contingency	(\$ 500.00)	
Net Gain over Expenses	\$5,625.00	

All proceeds will be evenly split after direct expenses between the District and Sunrise Center North.

Recommendation:

Consider a motion to forward the proposed fees and charges for the 5K Run and Family Fall Festival joint fundraising opportunity with Sunrise Center North for October 29, 2016.

Proposed Headcount Increase - Facilities and Events Attendant					
Ellis HEC	TBD	Facilities and Events Attendant	Proposed	48	\$ 480.00
<i>12 hours per event - 4 events anticipated in FY 15-16</i>					

12 hours per event - 4 events anticipated in FY 15-16