

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

**TUESDAY, MARCH 9, 2021
4:30 P.M.**

KENDALL COUNTY OFFICE BUILDING – ROOMS 209 AND 210, YORKVILLE IL 60560

- I. Call to Order
- II. Roll Call
- III. Approval of Agenda
- IV. Public Comments
- V. Executive Director's Report
- VI. Review of Preliminary Financial Statements and Cost Center Reports for the Period Ending February 28, 2021
- VII. Motion to Forward Claims to Commission

OLD BUSINESS

- VIII. Shuh-Shuh-Gah Canoe Launch Repairs – Insurance Disbursement and Finance Committee Directions
- IX. ICECF Reservation Woods Land Acquisition Grant Updates and Appraisal

NEW BUSINESS

- X. Finance and Operating Committee Outcomes and Directions
- XI. Pickerill Estate House – Venue Rental and Program Revenue Projections
- XII. Designated Trails License Agreement (Millbrook North) – Finance Committee Recommendations and Discussion
- XIII. Public Comments
- XIV. Executive Session
- XV. Summary of Action Items
- XVI. Adjournment

FOR REMOTE PARTICIPATION, PLEASE USE THE CONFERENCE CALL NUMBER AND CONVERENCE ID PROVIDED BELOW

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Kendall County

Kendall County Office Building - Rooms 209 and 210 - 111 W. Fox Street - Yorkville, Illinois 60560
If special accommodations or arrangements are needed to attend this District meeting, please contact the
Administration Office at 630-553-4025 a minimum of 24-hours prior to the meeting time.

To: Kendall County Forest Preserve District – Committee of the Whole

From: David Guritz, Director

RE: February-March 2021 Executive Director's Report

Date: March 9, 2021

Meetings, Events, and Preserve Maintenance Projects

02/08/21	Reservation Woods Parcel Acquisition - Letters of Interest Sent
02/10/21	Kendall County Board Room Technology Training
02/10/21	Field Confirmation of SD308 Student Data – Hoover 25-Year Tree Stand
02/17/21	Little Rock Creek Watershed Planning Meeting
02/19/21	District Grounds Maintenance Staffing Discussion & Spring Projects Meeting
02/22/21	Wight & Company Exploratory Meeting – Subat Nature Center Planning
03/02/21	Zoning and Planning Advisory Committee Meeting

Priority Project Updates

Subat Master Planning

A proposal has been received and attached to this report from Wight & Company to provide master planning and site design for the Subat Forest Preserve Nature Center. Cost for completion of the conceptual design phase is \$24,500.00 plus reimbursible expenses, with an optional IDNR-OSLAD grant preparation phase of \$6,500.00.

Reservation Woods Final Appraisal

The District has received a response to its land acquisition questionnaire from one of the adjacent parcel owners, and will proceed with completing an appraisal of the two parcels owned by The Conservation Foundation, and the third parcel held in private ownership. The adjacent parcel owner has indicated a desire to sell approximately 0.5-acres of wooded property to the District, which will create linkage between Henneberry Forest Preserve and all Reservation Woods parcels. The appraisal proposal is attached to this report, and is required to be completed under the terms of the District's Illinois Clean Energy Community Foundation grant agreement.

Preserve Improvement Grants

Restoration clearing projects have been completed at Pickerill-Pigott (Phase I-OSLAD); Fox River Bluffs (IDNR-Habitat Grant); Hoover (ICECF-FFKC); Lyon-Richard Young, Little Rock Creek and Millbrook South (The Morton Arboretum – Landscape Scale Restoration). Additional sites will be cleared to wrap-up LSR-Phase I clearing in the next week.

2021 Farm License Agreements

Signed copies of the recently approved license agreement have been sent out for signature to all 2021 farm operators.

Shuh-Shuh-Gah Canoe Launch Re-Opening

The District received an IPMG disbursement for canoe launch main entry repairs that will be deposited into the District's Capital Fund. The District is working to secure three quotes for repairs. A site inspection was held with O'Malley's Welding and Fabricating with a proposal requested to address abutment fencing safety issues prior to reopening the canoe launch area. An additional cable gate will be installed blocking vehicular traffic from the bridge approach.

City Forest Credits

The District is awaiting the results of the final carbon credit calculations for Fox River Bluffs Forest Preserve. Once received, a formal presentation will be delivered to the Committee of the Whole.

Ellis Market Study

A market study was completed examining costs for other similar event venues. The Operating Committee elected to keep the current pricing structure.

Relocation Towing Contract

The District is looking into other local vendors for relocation towing services.

Trash and Recycling Service

The District is in the process of renewing specifications for trash removal, and will work to secure three quotes from trash and recycling service providers licensed in Kendall County. A list of vendors has been received from the Kendall County Health Department – Environmental Services.

Pickerill-Pigott Forest Preserve - ComEd Above-Ground Electric Service

The District has contacted ComEd to request a property review to determine utility pole ownership and future costs for extending electric service to the hilltop maintenance shed.

Respectfully submitted,

David Guritz



March 8, 2021

Mr. Dave Guritz
Director
Kendall County Forest Preserve District
110 W. Madison Street
Yorkville, Illinois 60560

**Subat Forest Preserve Nature Center Master Plan
Professional Services Proposal**

Dear Mr. Guritz:

Wight & Company (Wight) is pleased to submit this proposal to you and the Kendall County Forest Preserve District (KCFPD) to provide master planning services for the Subat Forest Preserve Nature Center. This proposal includes:

UNDERSTANDING
SCOPE OF SERVICES
SCHEDULE
COMPENSATION
TERMS & CONDITIONS

UNDERSTANDING

We understand the Kendall County Forest Preserve District would like to develop a master plan for the Subat Forest Preserve located on Eldamain Road in Plano, South of IL Route 34. This 68-acre preserve consists of an oak woodland, native prairie, wetland and the Rob Roy Creek flowing through the property. Currently, the Subat Forest Preserve offers a 1-mile looping trail throughout the site and a 20-car gravel parking lot. Visitors can also enjoy a picnic shelter and overlook deck to observe the fen and hummingbirds.

The KCFPD received a donation of approximately \$800K for the Subat Project Endowment Fund to be used to construct a nature center in honor of Mary Subat. KCFPD Intends to create a nature center with limited operational and maintenance requirements, while providing spaces for nature based programming and rental opportunities to generate sustainable revenue. Based on our conversations, the KCFPD would like Wight to assist with the development of a master plan of the nature center and associated site amenities, with a potential focus on use during three seasons. In order to complete this planning effort, we will gather relevant GIS data, review the existing site, gather input on the issues, needs and vision from staff and stakeholders and then develop conceptual options and cost estimates. As we progress through this assignment, we will be sensitive to the limited budget and expectations of the Kendall County Forest Preserve District, without sacrificing the quality of design of the nature center and overall educational programmatic experiences.

As an optional service, we can help secure additional funding through and the Illinois Department of Natural Resources (IDNR) Open Space Land Acquisition and Development (OSLAD) grant application, which is typically due on July 1, annually, but not likely to be administered by the IDNR until 2022.

SCOPE OF SERVICES

Wight & Company will provide preliminary planning, architecture, engineering, landscape architecture and cost estimating services. We propose to provide the following services outlined in the Understanding through the Scope of Services below:

A. Project Understanding Phase

1. Conduct a project Kick-off Meeting to align the basic client expectations and reach a mutual understanding of the following:
 - a. Key participants and decision-makers
 - b. Project goals and objectives
 - c. Existing conditions
 - d. Scope of work
 - e. Deliverables
 - f. Tentative project schedule
 - g. Communication and responsibility matrix
 - h. Project budget
2. Obtain relevant project data for the site:
 - a. Zoning and land-use designation
 - b. Local ordinances
 - c. Topographic and boundary surveys (if available from KCFPD)
 - d. GIS Data
 - i. Aerials
 - ii. Floodplain/Floodway
 - iii. Wetlands
 - iv. Parcel Data
 - v. Utilities
 - e. National Wetland Inventory Map (NWI)
 - f. Flood Insurance Rate Map (FIRM)
 - g. Previous grant applications
 - i. OSLAD Grant
3. Visit project site to review and photograph existing conditions and confirm base information.
4. Prepare Existing Conditions Plan using aerial photography, GIS Data and topographic survey (if available).
5. Online Community Survey: Prepare and facilitate survey questions to obtain input on the program utilizing online survey platform and District database.
6. Conduct Program Input Sessions: Wight will facilitate in-person and virtual input sessions, utilizing *Zoom Video Conferencing* and/or *Facebook Live* to communicate and present

project information. Ideas, comments, priorities, and voting will be tracked from participants in real-time.

- a. Community/Focus Group
 - b. Forest Preserve Staff
7. Document community engagement process for grant application requirements
 8. Confirm programming opportunities with staff.

B. Conceptual Design Phase

1. Develop conceptual options:
 - a. Site Amenities
 - b. Architecture
 - c. Landscape
 - d. Grading and Utilities
2. Prepare construction cost opinion.
 - a. Phase 1 Budget Target: \$800K
 - b. Phase 1A Budget Target (assumes \$400K OSLAD Grant: \$1.2M)
3. Review Conceptual with you up to two (2) times. Document meeting results via written meeting summary.
4. Conduct Conceptual Design Input Session:
 - a. Focus Group/Community Design Input Meeting
5. Review Conceptual Design with your Board of Commissioners for comment and approval.
6. Prepare Final Master Plan with perspective rendering.

C. OSLAD Grant Application Phase (OPTIONAL)

1. Illinois Department of Natural Resources (IDNR) Open Space Land Acquisition and Development (OSLAD) Grant
 - a. Determine appropriate/eligible grant amenities for IDNR/OSLAD and other funding opportunities.
 - b. Evaluate proposed recreational amenities based on IDNR Facility Comparison criteria.
 - c. Facilitate discussions with IDNR Grant Administrators.
 - d. Prepare grant application and submit by July 1, 2022 (TBD).
 - e. Meet with Grant Administrators to review project.
 - f. Assist with preparation of presentation and materials.

D. Additional Services (Not included in this proposal)

1. Services not specified in the scope of services will be considered additional services. Prior to any additional services work, we will discuss additional services with the client for written authorization to proceed.
2. Services of sub-consultants not indicated in the scope of services.
3. Services required due to unforeseen site conditions or circumstances beyond the control of the project team.

SCHEDULE

We propose to begin work on this assignment upon your authorization and anticipate 5 months to complete this work. We will prepare a detailed project schedule for your review and input during the initial project kick-off meeting, based on the preliminary schedule below:

- Project Understanding Phase: June - July 2021
- Conceptual Design Phase: August - October 2021

COMPENSATION

Wight proposes to provide the Scope of Services described in this proposal for Fixed Fee of:

Project Understanding Phase
Conceptual Design Phase
Total Fixed Fee: \$24,500

IDNR OSLAD Grant Preparation Phase (OPTIONAL): \$6,500

In addition to the professional services fees, we will invoice reimbursable expenses at direct costs plus 10% and capped at \$500. The following is list of typical reimbursable expenses:

- CAD plots, printing, color reproductions and delivery costs of drawings and reports.
- Supplies, materials, and costs related to specific reports and presentations.
- Travel at current IRS established reimbursement rate.

TERMS & CONDITIONS

This proposal assumes the terms and conditions outlined in the AIA Document B101-2017, "Standard Form of Agreement between Owner and Architect." Wight will invoice monthly based on a percentage of the work completed and payment will be due in 30-days (or in accordance with the Illinois Prompt Payment Act).

We thank you for the opportunity to continue our relationship with the Kendall County Forest Preserve District and look forward to working with you on this planning effort.

If this proposal meets your approval, please sign one copy and return it to us. If you have any questions regarding this proposal, please do not hesitate to contact us.

Respectfully submitted,
WIGHT & COMPANY



Robert S. Ijams, PLA
Director of Parks & Recreation



Jason Dwyer, AIA, LEED AP
President, Design & Construction

Approved by:

Signature

Date

Printed Name

Title

cc Ragan Freitag Pattison, Lois Vitt Sale, Wight & Company

March 9, 2021

David Guritz
Director
KENDALL COUNTY FOREST PRESERVE
110 W. Madison Street
Yorkville, IL 60560

Phone: (630) 553-4131
Email: dguritz@co.kendall.il.us

Re: Appraisal of the property described as:
Lewis and Mary Heap Property
Reservation Woods, Oswego, IL 60543 (Parcel 06-06-300-001) ("Property")

Dear Mr. Guritz:

Newmark Knight Frank Valuation & Advisory, LLC ("Firm") agrees to provide Kendall County Forest Preserve ("Client") an appraisal of the above Property in accordance with, and subject to, the terms and conditions set forth below and the attached Schedules (collectively the "Agreement").

APPRAISAL FEE: \$2,000.00 (inclusive of expenses).

ADDITIONAL HOURLY FEES: None

RETAINER: None

REPORT DELIVERABLES: The appraisal, draft and/or final, shall be delivered in electronic format (typically, pdf). One original hard copy of the final appraisal will be provided to Client upon request.

COMMENCEMENT AND DELIVERY DATE: Delivery is as follows:

Final appraisal report: March 31, 2021

The appraisal process will commence upon receipt by the Firm of (i) this Agreement, signed by Client, (ii) the retainer, and (iii) information and materials identified in Schedule "B." The appraisal process will conclude upon delivery of the final appraisal report, unless terminated sooner by the Firm or Client or as provided herein.

REPORT TYPE: Appraisal Report

VALUATION PREMISE: **Market Value**

INTEREST IN THE PROPERTY APPRAISED: Fee Simple Estate

DATE(S) OF VALUE: Current as of: Date of Inspection

INTENDED USER(S): Intended users of the appraisal include only Client and the following parties Client, and no other party is permitted to use or rely on the appraisal ("Intended Users"). ("Intended Users"), and no other party is permitted to use or rely on the appraisal. The identification of Intended User(s) of the appraisal is to determine the type and extent of research, analysis and reporting appropriate for the assignment. Designation of a party other than Client as an Intended User is not intended to confer upon such party any rights under this Agreement.

INTENDED USE: The intended use of the appraisal is solely for internal business decisions ("Intended Use") and no other use.

RELIANCE LANGUAGE: None

GUIDELINES: The analyses, opinions and conclusions are to be developed based on, and the appraisal will be prepared in conformance with the Uniform Standards of Professional Appraisal Practice (USPAP) as published by the Appraisal Foundation.

SCOPE OF WORK: The appraiser will use and properly apply all applicable and appropriate approaches to value sufficient to produce credible assignment results. The scope of the analysis will be appropriate for the appraisal problem.

ASSUMPTIONS/ LIMITING CONDITIONS: The appraisal will be subject to Firm's standard Assumptions and Limiting Conditions, which will be incorporated into the appraisal report. In addition, the appraisal may be subject to and the appraisal report may contain Extraordinary Assumptions and Hypothetical Conditions.

ACCEPTANCE: This shall constitute an Agreement only if countersigned by the Client, or by an officer, director or other representative of Client who, by signing and accepting this proposal, represents and warrants that he/she is authorized by Client to do so.

PAYMENT:

Client will be invoiced the appraisal fee (and any expenses) which will be earned in full upon initial delivery of the appraisal report (draft or final), with such appraisal fee (and expenses) payable within 30 days of invoicing.

Payment of the said fee is not contingent upon any predetermined value or on an action or event resulting from the analysis, opinions, conclusions or use of the appraisal.

CHANGES TO THE AGREEMENT:

Any significant changes to the assignment as outlined in this Agreement such as the identity of the Client, Intended User, or Intended Use, will require the preparation and execution of a new agreement.

CANCELLATION OF ASSIGNMENT:

Client may cancel this Agreement at any time prior to the Firm's delivery of the appraisal upon written notification to the Firm. Client shall pay Firm for all work completed on the assignment prior to Firm's receipt of such written cancellation notice, unless otherwise agreed upon by Firm and Client in writing. The Firm may withdraw without penalty or liability from the assignment(s) contemplated by the Agreement before completion or reporting if the Firm determines, in the Firm's sole discretion, that incomplete information was provided to the Firm prior to the engagement, that Client or other parties have not or cannot provide documentation or information necessary to the Firm's analysis or reporting, that conditions of the Property render the original scope of work inappropriate, that a conflict of interest has arisen, or that Client has not complied with its payment obligations under this Agreement. The Firm shall notify Client of such withdrawal in writing.

PHASE PAYMENTS CANCELLATION:

Client may cancel this Agreement at any time prior to the Firm's delivery of the appraisal upon written notification to the Firm. Client shall pay Firm for all work completed on the assignment prior to Firm's receipt of such written cancellation notice, unless otherwise agreed upon by Firm and Client in writing.

NO THIRD-PARTY BENEFICIARIES:

Nothing in the Agreement shall create a contractual relationship or any legal duty between Firm or Client and any third party, nor any cause of action, right, or claim in favor of any third party and against Firm or Client. In addition, this Agreement is not intended to, and shall not be construed to, render any person or entity a third-party beneficiary of this Agreement. Client acknowledges

and agrees that the appraisal report shall reflect the foregoing. In addition, the appraisal report shall state that no party other than an Intended User identified in the Agreement is entitled to rely upon the appraisal.

This Agreement may be rescinded by the Firm unless signed and returned to the undersigned within 10 days from the date hereof.

If this Agreement correctly sets forth the Client's understanding of the services to be rendered, and if the terms are satisfactory, please execute and return the Agreement together with any required retainer.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute a fully executed agreement, with the same effect and validity as a single, original agreement signed by all of the parties. Facsimile signatures shall have the same validity and effect as original signatures.

Thank you and we look forward to working on this assignment.

Respectfully,



Scott R. Kling
Vice President
Certified General Real Estate Appraiser
License No. IL 553.001071
Scott.kling@ngkf.com
(630) 272-1820

Agreed:
KENDALL COUNTY FOREST PRESERVE

SIGNATURE:

PRINT NAME:

David Guritz
KENDALL COUNTY FOREST PRESERVE
March 9, 2021
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TITLE:

DATE:

Schedule "A"

TERMS AND CONDITIONS

ATTACHED TO AND A PART OF THE AGREEMENT DATED MARCH 9, 2021 TO PROVIDE APPRAISAL SERVICES FOR KENDALL COUNTY FOREST PRESERVE

1. These Terms and Conditions are attached to and incorporated into the above referenced Agreement as though fully set forth in full therein. Capitalized terms if not defined herein shall have the same meaning as defined in the Agreement.
2. With respect to any appraisal report, use of or reliance on the appraisal by any party, regardless of whether the use or reliance is authorized or known by the Firm, constitutes acceptance of these Terms and Conditions as well as acceptance of all other appraisal statements, limiting conditions and assumptions stated in the Agreement and appraisal report.
3. It is assumed that there are no matters affecting the Property that would require the expertise of other professionals, such as engineers or an environmental consultant, for Firm to provide the appraisal. If such additional expertise is required, it shall be provided by other parties retained by Client at Client's sole cost and expense.
4. Client acknowledges that the Firm is being retained as an independent contractor to provide the services described herein and nothing in this Agreement shall be deemed to create any other relationship between Firm and Client, including but not limited to an agency relationship. The parties neither intend nor have any expectation that any such relationship will arise as a matter of law or as a result of this Agreement. This assignment shall be deemed concluded and the services hereunder completed upon delivery of the appraisal described herein to Client.
5. All statements of fact contained in the appraisal report as a basis of the appraiser's analyses, opinions, and conclusions will be true and correct to the best of the appraiser's actual knowledge and belief. The appraiser is entitled to, and shall rely upon the accuracy of information and material furnished to the Firm by Client. Appraiser is also entitled to, and shall, rely on information provided by sources upon which members of the appraisal profession typically rely and that are deemed to be reliable by members of that profession without independent verification.
6. The Firm and the appraiser shall have no responsibility for legal matters, or questions or issues involving survey or title, soil or subsoil conditions, engineering, zoning, buildability, environmental contamination, structural matters, construction defects, material or methodology, or other similar technical matters with regarding the Property. Furthermore, the appraisal will not constitute a survey of the Property.
7. The appraisal and the data and information gathered in its preparation (other than the confidential data and information provided by Client) is and will remain, the property of the Firm. The Firm shall not violate the confidential nature of the appraiser-client relationship by improperly disclosing any confidential information furnished by Client to the Firm. Notwithstanding the foregoing, the Firm and the appraiser are authorized by Client to disclose all or any portion of the appraisal and appraisal report and the related data and information, including confidential data and information provided by Client, to appropriate representatives of the Appraisal Institute if such disclosure is required to comply with the Standards, Bylaws and Regulations of the Appraisal Institute, as well as, such disclosure as required

- by law and regulations, including compliance with a subpoena and licensing authority regulatory inquiries. The Firm is also authorized to include both confidential and non-confidential data assembled in the course of preparing the appraisal and which may be incorporated into the appraisal report in a database controlled by the Firm for the aggregation of such data and information to produce analytics and other metrics or products.
8. Unless specifically noted in the appraisal report, the appraisal will not take into consideration the possibility or probability of the existence of asbestos, PCB transformers, other toxic, hazardous, or contaminated substances and/or underground storage tanks (hazardous material) at on or in the Property, or the cost of encapsulation, removal or remediation thereof.
 9. Client shall indemnify, defend (by counsel to be selected by Firm), protect, and hold Firm and Firm's appraisers, agents, employees, affiliates, representatives, successors and assigns (each, a "Firm Party"), free and harmless from any and all claims, liabilities, losses, penalties, fines, forfeitures, amounts paid in settlement, judgments, and all reasonable attorneys' fees and related litigation costs, fees and expenses incurred by the any of such indemnitees, which result from (i) any failure by Client or Client's agents or representatives to provide Firm with complete and accurate information regarding the Property; (ii) any material breach by Client of the provisions of the Agreement; (iii) if delivery of the appraisal to a third party is permitted by the Firm, Client providing an incomplete copy of the appraisal to such third party; or (iv) arising from Client or Client's agents or representatives providing a copy of the appraisal to a party not authorized by the Firm to receive such copy.
 10. In preparing the appraisal, it is possible that the appraiser will discover conflicting information. In that event, appraiser will utilize information and data considered to be the most authoritative and for critical information will document the source. Information and data referred to may include, but is not limited to, legal descriptions; physical street addresses; assessor parcel numbers; property history; dimensions and areas of the site/land; dimensions and areas of the building improvements; physical unit counts; rent rolls; leases; lease abstracts; income and expense data; and any other related data. Any material discrepancy and/or error in any of the above data could have a substantial impact on the conclusions reported, and the Firm therefore reserves the right to amend conclusions reported if the Firm is made aware of any such discrepancy and/or error.
 11. The appraisal may not be used, included or referenced, in whole or in part, in any offering or other materials without the prior written consent of the Firm, which consent may be conditioned upon the receipt by the Firm of an indemnity agreement, in form and content, satisfactory to Firm and provided by an indemnitor satisfactory to Firm. Client agrees to pay the fees of the Firm's legal counsel for review of any materials which is the subject of the requested consent. Except as agreed by the Firm expressly in writing, the Firm disclaims liability to any party other than Client.
 12. The Firm shall not provide a copy of the appraisal to, or disclose the results of the appraisal to, any party other than Client, unless Client authorizes same, except as provided in the Confidentiality Section of the ETHICS RULE of the Uniform Standards of Professional Appraisal Practice (USPAP) or as otherwise required by law or regulations.
 13. Client and any other identified Intended User should consider the appraisal as only one factor together with its own independent considerations and underwriting guidelines in making any decision or investment or taking any action regarding the Property. Client agrees that Firm shall not be responsible

in any way for any decision of Client or any Intended User related to the Property or for the advice or services provided by any other advisors or contractors.

14. Unless otherwise stated in this Agreement, Client agrees that the services pursuant to this Agreement shall not include participation in or preparation for, or attendance at, any legal, judicial, administrative, or arbitration proceeding relating to this assignment. In the event the Firm or any Firm Party is required, whether through the service of a subpoena or otherwise, to produce documents or participate in or prepare for any discovery, testimony or attendance, relating to the appraisal or this assignment, where the Firm or Firm Party is not a party to the action or proceedings involved, Client agrees to reimburse expenses incurred by the Firm or Firm Party, including attorney's fees, in responding to such subpoena or other legal process and compensate the Firm therefor based upon the appraiser's prevailing hourly or daily rate for providing services as an expert consultant or witness.
15. Except as expressly provided herein, Firm makes no representations or warranties to Client or to any other person or entity with respect to the appraisal and the services to be provided by Firm under this Agreement. To the maximum extent permitted under applicable law, in no event will the Firm or any Firm Party be liable to Client or any third party (regardless of whether such party's claimed use or reliance on the appraisal was authorized by the Firm or a Firm Party) for any indirect, special, exemplary, incidental, or consequential damages (including loss of profits) arising from or relating to this Agreement or the appraisal, even if such party knew or should have known of the possibility of, or could reasonably have prevented, such damages. In no event shall the total liability of the Firm or any Firm Party to Client or any third party (regardless of whether such party's claimed use or reliance on the appraisal was authorized by the Firm or a Firm Party) arising from or relating to this Agreement or the appraisal, whether based on tort, contract, or any other legal theory, exceed the amount of fees paid to the Firm for the appraisal and the services described herein. Legal claims or causes of action relating to the appraisal are not assignable, except: (i) as the result of a merger, consolidation, sale or purchase of a legal entity, (ii) with regard to the collection of a bona fide existing debt for services but then only to the extent of the total compensation for the appraisal plus reasonable interest, or (iii) in the case of an appraisal performed in connection with the origination of a mortgage loan, as part of the transfer or sale of the mortgage before an event of default on the mortgage or note or its legal equivalent.
16. Federal banking regulations require banks and other lending institutions to engage appraisers where FIRREA compliant appraisals must be used in connection with mortgage loans or other transactions involving federally regulated lending institutions. In view of that requirement, the appraisal may not be accepted by a federally regulated financial institution.
17. In the event Client fails to make payments of any fees or sums when due and payable under this Agreement; then from the date due and payable until paid, the amount due and payable shall bear interest at the maximum rate permitted under the laws of the state in which the Property is located. If the Firm is required to undertake collection efforts including institution of legal action against Client relating to the Agreement, the Firm shall be entitled to recover attorney's fees, litigation expenses, and costs from Client.
18. To the extent permitted under applicable law, any legal action or lawsuit or other proceeding by Client or any Intended User of the appraisal against Firm or a Firm Party whether based in contract, tort, warranty, indemnity or otherwise, relating to the appraisal shall be commenced within two (2) years

from the date of delivery of the appraisal to the claimant in such action or proceeding, unless the applicable law provides for a shorter period, and any such claimant waives the right to a jury in any such legal action or lawsuit or other proceeding. Notwithstanding the state of domicile or residency of either party to this Agreement, this Agreement shall be governed and construed under the laws of the state in which the Property is located, and venue for any action or proceeding arising out of this Agreement shall be deemed proper only in the court of competent jurisdiction located in the state in which the Property is located.

19. Throughout the performance of services under this Agreement, the Firm shall maintain at its sole cost and expense the following insurance:
- (a) Workers' Compensation, so as to provide statutory benefits as required by the laws of each state within the United States in which the Firm's services are being provided, and Employer's Liability insurance with limits of liability of \$1,000,000 each accident, \$1,000,000 disease each employee and \$1,000,000 disease policy limit covering all employees of the Firm engaged in the performance of such services.
 - (b) Fidelity insurance or bond with a limit of \$1,000,000 to insure the Firm against loss of its or Client's assets caused from the dishonest acts of the Firm's employees.
 - (c) Professional Liability insurance with a limit of liability of \$1,000,000 each claim and \$1,000,000 aggregate, which limits may be provided by a combination of primary and excess policies.
 - (d) Commercial General Liability insurance providing coverage against damages due to bodily injury (including death), property damage and personal and advertising injury arising in connection with the Firm's services provided under this Agreement, which insurance coverage shall: (i) be occurrence-based; (ii) provide limits of liability in an amount of \$1,000,000 each occurrence and \$1,000,000 aggregate (including excess and/or umbrella limits), (iii) include at least those coverages generally included in the most current ISO Commercial General Liability insurance policy form (or its equivalent); and (iv) include Client, and such other persons or entities as Client has identified in writing, as additional insureds solely with regard to claims arising out of this Agreement.
 - (e) Commercial automobile liability for owned, hired and non-owned motor vehicles, with a \$1,000,000 combined single limit.

Schedule "B"

PROPERTY INFORMATION LIST

ATTACHED TO AND A PART OF THE AGREEMENT DATED MARCH 9, 2021 TO PROVIDE APPRAISAL SERVICES FOR KENDALL COUNTY FOREST PRESERVE

The following information is requested to be delivered to the Firm so we can provide the proposed services and prepare the Appraisal within the agreed upon time frame. Please forward the physical data such as the site plan, previous engineering reports and/or property reports describing the physical attributes of the Property and all financial information such as rent roll and income and expense statements first as these items are the most time sensitive and should be received immediately to meet the time requirements of this assignment. If, at this time, you are certain you will not be providing any specific items noted below, please cross out the item and mark "NA" next to the item so that we will be notified that the information is not available and will not be forthcoming.

1. **Please indicate whether Newmark is sales broker, leasing broker, mortgage broker or property manager for the subject property.**
2. Site plan, if available. (Preferably, an AS BUILT PLAN showing an outline of building/s drawn to scale. Please do not send reductions so original scale may be used for measurement purposes.
3. Building plans, if available.
4. Prior engineering report or physical descriptions from prior appraisals or asset management report, if available.
5. Leasing brochures and/or other marketing materials, if available.
6. If the Property has been offered for sale within the last two years, a copy of the offering memorandum or investment book.
7. Past feasibility or market studies and economic impact studies as well as any relevant information collected from third party sources.
8. Agreements of Sale/Options to Buy (current or during last three years), if any.
9. Income and expense statements for the past three years plus year-to-date income and expense statements.
10. Operating budget for current and next year, if available.
11. Management contracts.
12. Copy of most recent real estate tax bill. Please advise if there has been a notice or inquiry by either the County Assessment Board or the School Board regarding the property assessment. Is there any pending litigation or negotiations with these parties that could result in an assessment increase or decrease?

13. Title report, Legal Description, or copy of deed. Provide a written statement of five-year history of legal property owner. Please advise, if there any deed restrictions or encumbrances, easements or cross easements.
14. Personal property inventory, if available.
15. Occupancy rates for the last three years, if not revealed in the financial statements.
16. Ground leases, if any.
17. Approximate actual construction costs, if built during the past three years.
18. Environmental audits and studies disclosing any wetlands, hazardous wastes or other environmental conditions such as asbestos or radon.
19. List of any known major repairs and Improvements needed.
20. Three-year history of capital improvements.
21. Name of contact person for the on-site physical inspection.

For Apartment Property

22. Unit mix showing rentable area and asking rent by unit type
23. Scaled apartment unit plans showing layouts and measurements so that rentable area can be confirmed, if available.
24. Rent roll showing tenant name, apartment number, dates of leases and the type of apartment, asking/market rents for each apartment, and contractual rent for each apartment unit. (It would be greatly appreciated if you can provide the rent roll in Excel.)
25. Terms of leases and/rent roll for leased commercial space or roof top rentals. Copies of commercial leases are desirable. If any commercial leases provide for pass through of operating expenses over a base year stop, please provide the dollar amount of the base year stop.

For Industrial, Office, Retail Property

26. Rent Roll (please sign and date) and copies of leases, including addenda and all amendments. Please indicate which leases may have early termination provisions, expansion and/or purchase options. Please identify any tenants who have initiated discussions to renew, terminate or renegotiate/modify their lease(s), or who have given notice to terminate. Proposed terms for such re-negotiations should be revealed.
27. Provide letters of intent to lease or other any outstanding lease proposals that have a reasonable likelihood of being finalized into executed leases.
28. Prior Argus files, if any.
29. List of outstanding leasing commissions brokers and terms of future payments.
30. Financial information such as Annual Statements or credit report/ratings on any major tenant in the building.

31. CAM and real estate tax reimbursement worksheets or listing of base year operating expenses, if applicable.
32. Three-year history of tenant retail sales, if available.

For Lodging Property

33. Terms of leases if any and/rent roll for leased commercial space or roof top rentals.
34. ADR and Occupancy rates for the last three years, if not revealed in the financial statements.
35. Business Plan and Marketing Strategy, if any for the upcoming fiscal year.
36. Terms of franchise agreement and management agreement, if any.

For Residential Subdivision Property

37. Building plans for the proposed single family, townhouse, age-restricted, and condominium residences.
Please do not send reductions so original scale may be used for measurement purposes.
38. Market Surveys and Feasibility Analyses, if any, for the proposed development program.
39. Marketing materials for the proposed single family, townhouse, age-restricted, and condominium residences.

Kendall County Forest Preserve
Income Statement
For Period Ended 2/28/2021

3 Month Budget Percent = 25.0%

FOREST PRESERVES & PROGRAMS

	Current Year FY21		Prior Year FY20		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
Beginning Balance	\$ 195,972	\$ 195,972	\$ 341,881	\$ 341,881	\$ (145,909)	
Revenue						
Revenue - Administration	749,089	7,223	723,132	7,716	-493	-6%
Revenue - Ellis House & Equestrian Center	128,637	19,833	128,487	30,428	-10,595	-35%
Revenue - Hoover FP	36,031	2,388	81,250	15,433	-13,065	-85%
Revenue - Env. Education	138,677	58,328	194,700	44,639	11,688	26%
Revenue - Natural Area Volunteers	-	-	-	-	0	
Revenue - Grounds & Natural Resources	29,171	210	27,500	1,350	-1,140	-84%
Revenue - Pickertill Pigott FP	11,198	3,053	10,956	2,783	270	10%
Total Revenue	1,097,803	99,013	1,165,426	102,347	(13,335)	-13%
Expenditure						
Expenditure - Administration	339,562	94,948	340,456	103,737	-8,788	-8%
Expenditure - Ellis House & Equestrian Center	175,944	34,385	151,988	29,843	4,542	15%
Expenditure - Hoover FP	201,674	46,790	230,738	50,194	-3,404	-7%
Expenditure - Env. Education	163,584	37,812	167,117	37,615	198	1%
Expenditure - Natural Area Volunteers	-	1,084	500	-	1,084	
Expenditure - Grounds & Natural Resources	203,609	43,887	288,282	59,233	-15,347	-26%
Expenditure - Pickertill Pigott FP	7,450	1,881	5,500	3,374	-1,513	-45%
Total Expenditure	1,097,803	280,777	1,164,581	283,987	(23,220)	-6%
ENDING BAL	\$ 195,972	\$ 24,208	\$ 342,725	\$ 160,232	\$ (136,024)	-84.9%
Surplus/(Deficit)	\$ -	\$ (171,764)	\$ 844	\$ (181,649)	\$ 9,885	

Kendall County Forest Preserve
Income Statement
For Period Ended 2/28/2021

3 Month Budget Percent = 25.0%

FOREST PRESERVE CATEGORIES

	Current Year FY21		Prior Year FY20		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
Beginning Balance	\$ 195,972	\$ 195,972	\$ 341,887	\$ 341,881	\$ (145,909)	
Revenue						
Property Tax	58.7%	640,646	615,000	-	0	
Interest Income	0.1%	591	1,700	204	-171	-8.4%
Other Income	3.1%	34,350	14,500	-	2,081	
Donations	0.4%	3,950	2,000	830	-630	-100%
Rental Revenue	3.9%	42,237	79,706	17,868	-12,560	-70%
Program Revenue	23.0%	258,214	320,987	70,436	5,723	8%
Grants	0.0%	-	10,000	-	0	
Farm License Revenue	0.7%	95,379	100,932	6,763	-2,049	-30%
Security Deposits	1.8%	16,217	17,600	5,488	-5,365	-88%
Credit Card Revenue	0.2%	2,219	3,000	749	-144	-19%
Total Revenue	100.0%	1,091,803	88,013	102,347	(13,335)	-13%
Expenditure						
Personnel	61.3%	668,939	143,622	146,810	-2,888	-2%
Benefits	21.1%	230,617	74,387	72,301	2,086	3%
Contractual	4.8%	50,450	8,690	16,407	-7,717	-47%
Commodities	0.7%	105,630	25,076	34,257	-9,181	-27%
Other	0.3%	36,167	9,003	14,422	-5,420	-36%
Total Expenditure	100.0%	1,091,803	260,777	263,997	(23,220)	-8%
ENDING BAL		\$ 195,972	\$ 24,208	\$ 160,232	\$ (136,024)	-94.9%
Surplus/(Deficit)		\$ -	\$ (171,764)	\$ (161,649)	\$ 9,885	

Kendall County Forest Preserve
Income Statement
For Period Ended 2/28/2021

3 Month Budget Percent = 25.0%

ADMINISTRATION

	Current Year FY21		Prior Year FY20		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
Revenue						
Property Tax	640,646	-	615,000	-		
Interest Income	591	33	1,700	204	-1,171	-64%
Other Income	9,754	1,871	2,000	-	1,871	
Donations	500	-	500	-		
Farm License Revenue	95,378	4,714	100,932	6,763	-2,049	-30%
Security Deposit Revenue						
Credit Card Revenue	2,219	605	3,000	749	-144	-19%
Program Revenue						
Total Revenue	749,069	7,223	723,132	7,716	(463)	-6%
Expenditure						
Personnel	193,426	41,456	180,990	41,083	373	1%
Benefits	111,830	48,508	124,616	48,445	-1,937	-4%
Contractual	21,000	3,135	19,600	9,859	-6,725	-68%
Commodities	13,306	3,650	15,250	4,349	-469	-11%
Other	-	-	-	-		
Total Expenditure	339,562	94,948	340,456	105,737	(8,788)	-6%
Surplus/(Deficit)	\$ 409,527	\$ (87,726)	\$ 382,676	\$ (98,021)		

Kendall County Forest Preserve
Income Statement
For Period Ended 2/28/2021

3 Month Budget Percent = 25.0%

ELLIS HOUSE & EQUESTRIAN CENTER

Revenue
 Donations
 Security Deposit
 Credit Card Revenue
 Program Revenue
Total Revenue

Expenditure
 Personnel
 Employee Benefits
 Contractual
 Commodities
 Other
Total Expenditure
Surplus/(Deficit)

	Current Year FY21		Prior Year FY20		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
0.2%	200	-	200	-		
7.5%	9,600	-	600	3,800	-3,800	-100%
52.4%	-	-	-	-		
100.0%	118,837	19,833	127,687	26,628	-6,785	-26%
	128,637	19,833	128,487	30,428	(10,595)	-35%
69.8%	150,851	22,724	92,805	18,403	4,321	23%
7.2%	15,587	2,856	11,753	2,262	594	28%
6.2%	11,200	1,107	7,000	2,512	-1,405	-56%
11.2%	24,290	5,254	28,830	4,470	784	18%
0.0%	14,300	2,444	11,600	2,198	248	11%
100.0%	216,228	34,385	151,988	29,843	4,542	18%
	\$ (87,697)	\$ (14,552)	\$ (23,501)	\$ 594		

Kendall County Forest Preserve
Income Statement
For Period Ended 2/28/2021

3 Month Budget Percent = 25.0%

ENVIRONMENTAL EDUCATION

	Current Year FY21		Prior Year FY20		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
Revenue						
Donations	1,300	-	800	830	-830	-100%
Security Deposit	-	-	-	-	-	-
Credit Card Revenue	137,377	58,328	193,300	43,809	12,518	29%
Program Revenue	-	-	-	-	-	-
Total Revenue	138,677	58,328	194,100	44,639	11,688	20%
Expenditure						
Personnel	141,948	31,856	140,936	31,614	242	1%
Employee Benefits	19,057	4,297	18,731	4,457	-160	-4%
Contractual	-	-	-	-	-	-
Commodities	2,559	128	7,450	1,544	-1,418	-92%
Other	-	1,530	-	-	1,530	100%
Total Expenditure	163,564	37,812	167,117	37,615	196	1%
Surplus/(Deficit)	\$ (24,887)	\$ 18,515	\$ 26,983	\$ 7,023		

Kendall County Forest Preserve
Income Statement
For Period Ended 2/28/2021

3 Month Budget Percent = 25.0%

NATURAL AREA VOLUNTEERS

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

Current Year FY21		Prior Year FY20		YTD Variance	
Budget	YTD	YTD	%	\$ Change	% Change
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	1,084	500	-	1,084	-
-	1,084	500	-	1,084	-
\$ -	\$ (1,084)	\$ (500)	-	\$ 1,084	-

Kendall County Forest Preserve
Income Statement
For Period Ended 2/28/2021

3 Month Budget Percent = 25.0%

GROUNDS & NATURAL RESOURCES

Revenue
Other Income
Donations
Grants
Credit Card Revenue
Rental Revenue
Total Revenue

Expenditure
Personnel
Employee Benefits
Contractual
Commodities
Other
Total Expenditure

Surplus/(Deficit)

	Current Year FY21		Prior Year FY20		YTD Variance			
	Budget	YTD	%	Budget	YTD	%	\$ Change	% Change
Revenue								
Other Income	24,596	210	0.9%	-	-		210	
Donations	1,950	-	6.7%	-	-			
Grants	-	-		-	-			
Credit Card Revenue	2,625	-	3.0%	1,350	-	30.0%	-1,350	-100%
Rental Revenue	29,171	-	100.0%	1,350	-	4.9%	(1,350)	-100%
Total Revenue	103,932	21,354	20.5%	147,821	28,821	19.5%	-7,466	-28%
Expenditure								
Personnel	45,462	9,208	20.3%	58,411	11,652	19.9%	-2,444	-21%
Employee Benefits	18,250	4,448	24.4%	18,250	4,036	22.1%	412	10%
Contractual	20,725	4,532	21.9%	23,300	4,733	20.3%	-201	-4%
Commodities	15,250	4,344	28.5%	20,500	9,991	48.7%	-5,648	-57%
Other	203,609	43,887	21.6%	268,282	59,233	22.1%	(15,347)	-26%
Total Expenditure	\$ (174,438)	\$ (43,887)		\$ (240,782)	\$ (57,883)			

Kendall County Forest Preserve
Income Statement
For Period Ended 2/28/2021

3 Month Budget Percent = 25.0%

PICKERILL PIGOTT FP

Revenue
Donations
Other Income
Rental Revenue
Security Deposit
Total Revenue

Expenditure
Personnel
Employee Benefits
Contractual
Commodities
Other
Total Expenditure
Surplus/(Deficit)

	Current Year FY21		Prior Year FY20		YTD Variance			
	Budget	YTD	%	Budget	YTD	%	\$ Change	% Change
Revenue								
Donations	-	-						
Other Income	-	-						
Rental Revenue	11,198	3,053	27.3%	10,956	2,783	25.4%	270	10%
Security Deposit	-	-						
Total Revenue	11,198	3,053	27.3%	10,956	2,783	25.4%	270	10%
Expenditure								
Personnel	-	-						
Employee Benefits	-	-						
Contractual	7,450	1,881	25.0%	5,600	3,374	61.3%	-1,513	-45%
Commodities	-	-						
Other	-	-						
Total Expenditure	7,450	1,881	25.0%	5,600	3,374	61.3%	(1,513)	-45%
Surplus/(Deficit)	\$ 3,748	\$ 1,192		\$ 5,456	\$ (591)			

Kendall County Forest Preserve
Income Statement
For Period Ended 2/28/2021

3 Month Budget Percent = 25.0%

ELLIS HOUSE - 1160

Revenue
Donations
Security Deposit
Credit Card Revenue
Program Revenue
Total Revenue

Expenditure
Personnel
Employee Benefits
Contractual
Commodities
Other
Total Expenditure
Surplus/(Deficit)

	Current Year FY21		Prior Year FY20		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
	-	-	-	-	-	-
	11,171	878	8,822	1,271	(382)	-31%
	1,756	397	1,356	183	214	117%
	-	-	-	-	-	-
	6,870	2,123	7,500	2,612	(489)	-19%
	3,800	1,397	4,000	951	447	47%
	23,597	4,798	21,678	5,017	(221)	-4%
	\$ (23,597)	\$ (4,798)	\$ (21,678)	\$ (5,017)		

47.5%
7.4%
28.1%
15.1%
100.0%

ELLIS BARN - 1161

Revenue
Donations
Security Deposit
Credit Card Revenue
Program Revenue
Total Revenue

Expenditure
Personnel
Employee Benefits
Contractual
Commodities
Other
Total Expenditure
Surplus/(Deficit)

	Current Year FY21		Prior Year FY20		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
	-	-	-	-	-	-
	11,171	1,266	8,822	1,381	(115)	-8%
	1,756	427	1,356	191	236	123%
	-	-	-	-	-	-
	6,120	102	6,000	168	(66)	-40%
	2,000	439	2,000	455	(16)	-4%
	21,047	2,234	18,178	2,196	38	2%
	\$ (21,047)	\$ (2,234)	\$ (18,178)	\$ (2,196)		

83.1%
8.3%
28.1%
9.5%
100.0%

Kendall County Forest Preserve
Income Statement
For Period Ended 2/28/2021

3 Month Budget Percent = 25.0%

ELLIS GROUNDS - 1162

Revenue
Donations
Security Deposit
Credit Card Revenue
Program Revenue
Total Revenue

Expenditure
Personnel
Employee Benefits
Contractual
Commodities
Other
Total Expenditure
Surplus/(Deficit)

	Current Year FY21		Prior Year FY20		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
Revenue	-	-	22,087	-	-	-
Expenditure						
Personnel	22,342	1,760	17,762	3,406	(1,646)	-48%
Employee Benefits	3,512	794	2,717	527	268	51%
Contractual	-	-	-	-	-	-
Commodities	-	-	-	-	-	-
Other	4,000	608	4,000	690	(83)	-12%
Total Expenditure	29,854	3,161	24,499	4,623	(1,461)	-32%
Surplus/(Deficit)	\$ (29,854)	\$ (3,161)	\$ (2,412)	\$ (4,623)		

74.8%
11.8%
13.2%
100.0%

ELLIS CAMPS - 1163

Revenue
Donations
Security Deposit
Credit Card Revenue
Program Revenue
Total Revenue

Expenditure
Personnel
Employee Benefits
Contractual
Commodities
Other
Total Expenditure
Surplus/(Deficit)

	Current Year FY21		Prior Year FY20		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
Revenue	-	-	9,000	-	-	-
Expenditure						
Personnel	2,605	305	4,604	146	(146)	-100%
Employee Benefits	-	-	400	18	(18)	-100%
Contractual	-	-	1,500	627	(627)	-100%
Commodities	-	-	1,885	281	(281)	-100%
Other	2,605	305	9,000	-	305	
Total Expenditure	2,605	305	9,000	-	305	
Surplus/(Deficit)	\$ 286	\$ 305	\$ 631	\$ (1,072)	(1,072)	-100%

100.0%
100.0%
71.2%
8.4%
10.4%

Kendall County Forest Preserve
Income Statement
For Period Ended 2/28/2021

3 Month Budget Percent = 25.0%

ELLIS PUBLIC PROGRAMS - 1166

Revenue
Donations
Security Deposit
Credit Card Revenue
Program Revenue
Total Revenue

Expenditure
Personnel
Employee Benefits
Contractual
Commodities
Other
Total Expenditure
Surplus/(Deficit)

	Current Year FY21		Prior Year FY20		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
Revenue						
Donations	-	-			-	
Security Deposit	-	-			-	
Credit Card Revenue	-	-			-	
Program Revenue	1,742	-	420	420	(420)	-100%
Total Revenue	1,742	-	420	420	(420)	-100%
Expenditure						
Personnel	2,015	-	3,000	461	(461)	-100%
Employee Benefits	304	-	300	65	(65)	-100%
Contractual	-	-			-	
Commodities	150	-	500	137	(137)	-100%
Other	-	-			-	
Total Expenditure	2,469	-	3,800	663	(663)	-100%
Surplus/(Deficit)	\$ (727)	\$ -	\$ 1,700	\$ (243)		

ELLIS SUNRISE CENTER - 1167

Revenue
Donations
Security Deposit
Credit Card Revenue
Program Revenue
Total Revenue

Expenditure
Personnel
Employee Benefits
Contractual
Commodities
Other
Total Expenditure
Surplus/(Deficit)

	Current Year FY21		Prior Year FY20		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
Revenue						
Donations	-	-			-	
Security Deposit	-	-			-	
Credit Card Revenue	-	-			-	
Program Revenue	21,385	5,955	24,600	7,520	(1,565)	-21%
Total Revenue	21,385	5,955	24,600	7,520	(1,565)	-21%
Expenditure						
Personnel	17,000	4,287	15,000	4,234	63	1%
Employee Benefits	2,260	416	1,700	439	(24)	-5%
Contractual	500	-			-	
Commodities	1,200	-	1,200	-	-	
Other	-	-			-	
Total Expenditure	20,960	4,713	17,900	4,674	39	1%
Surplus/(Deficit)	\$ 425	\$ 1,242	\$ 6,700	\$ 2,846		

Kendall County Forest Preserve
Income Statement
For Period Ended 2/28/2021

3 Month Budget Percent = 25.0%

ELLIS 5K - 1170

	Current Year FY21		Prior Year FY20		YTD Variance	
	Budget	YTD	%	Budget	YTD	%
Revenue						
Donations	-	-				
Security Deposit	-	-				
Credit Card Revenue	-	-				
Program Revenue	1,570	-		1,500	250	
Total Revenue	1,570	-		1,500	250	
	100.0%				(250)	
	100.0%				(250)	
Expenditure						
Personnel	-	-				
Employee Benefits	-	-				
Contractual	-	-				
Commodities	-	-		550		
Other	-	-				
Total Expenditure	-	-		550	-	
Surplus/(Deficit)	\$ 1,570	\$ -		\$ 950	\$ 250	

Kendall County Forest Preserve
Income Statement
For Period Ended 2/28/2021

3 Month Budget Percent = 25.0%

HOOVER CAMPSITE - 1173

	Current Year FY21		Prior Year FY20		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
Revenue						
Donations	-	-				
Rental Revenue	1,655	-	6,000	470	-470	-100%
Security Deposit Revenue	-	-		-		
Credit Card Revenue	-	-		-		
Total Revenue	1,655	-	6,000	470	(470)	-100%
Expenditure						
Personnel	14,883	3,280	15,358	3,336	-56	-2%
Employee Benefits	4,837	1,440	6,009	445	985	22.4%
Contractual	-	-		-		
Commodities	-	-		-		
Other	-	-		-		
Total Expenditure	19,720	4,720	21,367	3,781	939	25%
Surplus/(Deficit)	\$ (18,065)	\$ (4,720)	\$ (15,367)	\$ (3,311)		

HOOVER MEADOWHAWK LODGE - 1174

	Current Year FY21		Prior Year FY20		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
Revenue						
Donations	-	-				
Rental Revenue	10,337	1,230	18,000	3,005	-1,775	-9%
Security Deposit Revenue	4,617	133	11,000	388	-285	-67%
Credit Card Revenue	-	-		-		
Total Revenue	14,954	1,363	29,000	3,403	(2,040)	-60%
Expenditure						
Personnel	14,883	3,279	15,368	3,335	-56	-2%
Employee Benefits	4,837	1,440	6,009	449	980	220%
Contractual	-	-		-		
Commodities	-	-		-		
Other	-	-		-		
Total Expenditure	19,720	4,719	21,367	3,784	934	25%
Surplus/(Deficit)	\$ (4,766)	\$ (3,356)	\$ 7,633	\$ (179)		

Kendall County Forest Preserve
Income Statement
For Period Ended 2/28/2021

3 Month Budget Percent = 25.0%

ENVIRONMENTAL EDUCATION - 1175

	Current Year FY21		Prior Year FY20		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
Revenue						
Donations		-	500			
Security Deposit		-				
Credit Card Revenue		-				
Program Revenue		-				
Total Revenue	500	-	500	-		
100.0%						
Expenditure						
Personnel		-		311	-311	-20%
Employee Benefits		-		-		
Contractual		-		-		
Commodities		-		-		
Other		-		-		
Total Expenditure	-	-	-	311	(311)	-100%
Surplus/(Deficit)	\$ 500	\$ -	\$ 500	\$ (311)		

ENV. EDUCATION SCHOOL PROGRAMS - 1176

	Current Year FY21		Prior Year FY20		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
Revenue						
Donations		-				
Security Deposit		-				
Credit Card Revenue		-				
Program Revenue		-				
Total Revenue	5,357	-	38,000	4,782	-4,782	-100%
100.0%						
Expenditure						
Personnel		4,718		5,873	-1,155	-20%
Employee Benefits		770		847	-77	-9%
Contractual		-		-		
Commodities		-		17	-17	-100%
Other		-		-		
Total Expenditure	31,719	5,487	35,997	6,737	(1,250)	-18%
Surplus/(Deficit)	\$ (28,362)	\$ (5,487)	\$ 2,003	\$ (1,955)		

Kendall County Forest Preserve
Income Statement
For Period Ended 2/28/2021

3 Month Budget Percent = 25.0%

ENV. EDUCATION CAMPS - 1177

	Current Year FY21		Prior Year FY20		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
Revenue						
Donations		-				
Security Deposit						
Credit Card Revenue		17,000	32,000	6,825	10,375	157%
Program Revenue		17,000	32,000	6,825	10,375	157%
Total Revenue		17,000	32,000	6,825	10,375	157%
Expenditure						
Personnel		2,781	25,870	3,308	-527	-16%
Employee Benefits		488	3,237	497	-32	-6%
Contractual		-	1,500	-	-288	-100%
Commodities		-	-	-	-	
Other		-	-	-	-	
Total Expenditure		3,247	30,607	4,094	(847)	-21%
Surplus/(Deficit)		\$ (4,325)	\$ 13,753	\$ 2,531		

ENV. EDUCATION NATURAL BEGINNINGS - 1178

	Current Year FY21		Prior Year FY20		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
Revenue						
Donations		800	300	830	-830	-100%
Security Deposit						
Credit Card Revenue		28,481	115,800	30,582	-2,100	-7%
Program Revenue		28,481	116,100	31,412	(2,630)	-9%
Total Revenue		28,481	116,100	31,412	(2,630)	-9%
Expenditure						
Personnel		21,964	74,031	20,083	1,882	9%
Employee Benefits		2,784	9,870	2,530	254	10%
Contractual		-	-	-	-	
Commodities		71	4,000	1,046	-875	-83%
Other		810	-	-	810	8%
Total Expenditure		25,629	87,901	23,658	1,971	8%
Surplus/(Deficit)		\$ 2,852	\$ 28,199	\$ 7,754		

Kendall County Forest Preserve
Income Statement
For Period Ended 2/28/2021

3 Month Budget Percent = 25.0%

ENV. EDUCATION PUBLIC PROGRAMS - 1179

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

	Current Year FY21		Prior Year FY20		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
	12,589	10,845	7,500	1,820	9,025	498%
	100.0%	86.1%	7,500	24.3%	9,025	498%
	8,824	1,716	6,692	804	912	113%
	7.1%	19.4%	797	89	94	108%
	-	-	-	-	-39	-47%
	200	44	750	83	720	173%
	2.1%	21.9%	-	-	-	-
	9,714	2,663	8,239	975	1,687	173%
	100.0%	27.4%	\$ (739)	\$ 845		
	\$ 2,875	\$ 8,182				

ENV. EDUCATION LAWS OF NATURE - 1180

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

	Current Year FY21		Prior Year FY20		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
	-	-	-	-	-	-
	3,187	547	3,446	946	-400	-42%
	8.3%	17.2%	427	138	-53	-38%
	358	85	-	-	-87	-86%
	8.7%	23.8%	500	110	(548)	-46%
	150	14	-	-	-	-
	4.1%	9.0%	4,373	1,195		
	3,695	645	\$ (4,373)	\$ (1,195)		
	100.0%	17.5%				
	\$ (3,686)	\$ (645)				

**Kendall County Forest Preserve
Income Statement
For Period Ended 2/28/2021**

3 Month Budget Percent = 25.0%

ENV. EDUCATION OTHER PROGRAMS - 1161

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

		Current Year FY21		Prior Year FY20		YTD Variance	
	Budget	YTD	%	Budget	YTD	%	
	-	-		-	-		
	-	-		-	-		
		130		600	600	-78%	-470
		10		46	46	-78%	-36
		-					
		-					
		140		1,669	1,669	-82%	(1,529)
	\$ -	\$ (140)		\$ (1,669)	\$ (1,669)		



03/04/2021 14:59
rantriam

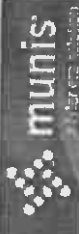
Kendall County
KCFPD 031521F RA

CLERK: rantriam BATCH: 1338

NEW INVOICES

1
aplrvnt

VENDOR	DEBIT NAME	INVOICE	PO	CHECK RUN	NET AMOUNT	EXCHG PO BY	PO BALANCE	CHK/WIRE
51	00001 AMAZON.COM	1E1N-6YF1-R6HE		031521F	29.55	.00	.00	
CASH 000008	2021/04	INV 03/02/2021	SEP-CHK: Y	DISC: .00				
ACCT 1Y210	DEPT 11	DUE 03/15/2021	DESC:Certificates - Scout Projects			19001162000	29.55	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 51/15038								
* Invoice must be approved or voided to post.								
124	00000 BARRETT'S ECOWAT EL-3/2021			031521F	25.00	.00	.00	
CASH 000008	2021/04	INV 03/02/2021	SEP-CHK: Y	DISC: .00				
ACCT 1Y210	DEPT 11	DUE 03/20/2021	DESC:Ellis - Water			1900116068580	25.00	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 124/15058								
* Invoice must be approved or voided to post.								
122	00000 BUSTED KNUCKLES 3086			031521F	4,600.00	.00	.00	
CASH 000008	2021/04	INV 03/02/2021	SEP-CHK: Y	DISC: .00				
ACCT 1Y210	DEPT 11	DUE 03/15/2021	DESC:Picker111 - Clearing			19051170050	4,600.00	1099:7
CONDITIONS THAT PREVENT POSTING INVOICE 199/15052								
* Invoice must be approved or voided to post.								
413	00000 DEKANE EQUIPMENT 1A75934			031521F	358.33	.00	.00	
CASH 000008	2021/04	INV 03/02/2021	SEP-CHK: Y	DISC: .00				
ACCT 1Y210	DEPT 11	DUE 03/15/2021	DESC:Hoover - Mower Repair - Supplies			1900118362160	358.33	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 413/15180								
* Invoice must be approved or voided to post.								
506	00000 ELBURN MAPA, INC 444-276686			031521F	96.56	.00	.00	
CASH 000008	2021/04	INV 03/02/2021	SEP-CHK: Y	DISC: .00				
ACCT 1Y210	DEPT 11	DUE 03/15/2021	DESC:Harris Supplies			1900118363110	96.56	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 506/15041								
* Invoice must be approved or voided to post.								



VENDOR REPLY NAME	INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHEK/WIRE
541 00000 FIRST NATIONAL B M Vick - March 2021	031521F			207.98	.00	.00	
CASH 000008 2021/04 INV 03/02/2021 SEP-CHK: Y DISC: .00					19001160 62000	12.74 1099:	
ACCT 1Y210 DEPT 11 DUE 03/15/2021 DESC:Ellis Supplies					19001164 63000	195.24 1099:	
CONDITIONS THAT PREVENT POSTING INVOICE 541/15185							
* Invoice must be approved or voided to post.							
976 00000 ILLINOIS DEPTME 123702	031521F			1,393.49	.00	.00	
CASH 000008 2021/04 INV 03/02/2021 SEP-CHK: Y DISC: .00					190711 66500	1,393.49 1099:	
ACCT 1Y210 DEPT 11 DUE 03/15/2021 DESC:IL 47 & US 34							
CONDITIONS THAT PREVENT POSTING INVOICE 976/15179							
* Invoice must be approved or voided to post.							
1007 00000 ILLINOIS COUNTIE April 1 2021	031521F			7,424.00	.00	.00	
CASH 000008 2021/04 INV 03/02/2021 SEP-CHK: Y DISC: .00					190011 68000	7,424.00 1099:	
ACCT 1Y210 DEPT 11 DUE 03/15/2021 DESC:Insurance - Due April 1 2021							
CONDITIONS THAT PREVENT POSTING INVOICE 1007/15040							
* Invoice must be approved or voided to post.							
1153 00000 KENDALL CO HIGHW Gas-Fuel 2/2021	031521F			700.34	.00	.00	
CASH 000008 2021/04 INV 03/02/2021 SEP-CHK: Y DISC: .00					19001183 62180	700.34 1099:	
ACCT 1Y210 DEPT 11 DUE 03/15/2021 DESC:Gas-Diesel - February 2021							
CONDITIONS THAT PREVENT POSTING INVOICE 1153/15042							
* Invoice must be approved or voided to post.							
1323 00000 MENARDS 8641	031521F			91.34	.00	.00	
CASH 000008 2021/04 INV 03/02/2021 SEP-CHK: Y DISC: .00					19001160 68580	91.34 1099:	
ACCT 1Y210 DEPT 11 DUE 03/15/2021 DESC:Ellis Supplies							
CONDITIONS THAT PREVENT POSTING INVOICE 1323/15037							
* Invoice must be approved or voided to post.							
1323 00000 MENARDS 8634	031521F			143.58	.00	.00	
CASH 000008 2021/04 INV 03/02/2021 SEP-CHK: Y DISC: .00					19001171 63120	143.58 1099:	
ACCT 1Y210 DEPT 11 DUE 03/15/2021 DESC:Hoover Building Supplies							



CLERK: rantriam BATCH: 1338
 VENDOR REFID NAME INVOICE PO CHECK RUN EXCEEDS PO BY NET AMOUNT PO BALANCE CHK/WIRE

CONDITIONS THAT PREVENT POSTING INVOICE 1323/15045
 * Invoice must be approved or voided to post.
 1323 00000 MENARDS 8743 031521F 7.00 .00 .00
 CASH 000008 2021/04 INV 03/02/2021 SEP-CHK: Y DISC: .00
 ACCT 1Y210 DEPT 11 DUE 03/15/2021 DESC:Hoover Building Supplies 19001171 63120 7.00 1099:

CONDITIONS THAT PREVENT POSTING INVOICE 1323/15046
 * Invoice must be approved or voided to post.
 1323 00000 MENARDS 8443 031521F 111.62 .00 .00
 CASH 000008 2021/04 INV 03/02/2021 SEP-CHK: Y DISC: .00
 ACCT 1Y210 DEPT 11 DUE 03/15/2021 DESC:Ellis - Supplies 19001160 68580 111.62 1099:

CONDITIONS THAT PREVENT POSTING INVOICE 1323/15055
 * Invoice must be approved or voided to post.
 1323 00000 MENARDS 8442 031521F 520.00 .00 .00
 CASH 000008 2021/04 INV 03/02/2021 SEP-CHK: Y DISC: .00
 ACCT 1Y210 DEPT 11 DUE 03/15/2021 DESC:Ellis - Dryer 190711 62160 520.00 1099:

CONDITIONS THAT PREVENT POSTING INVOICE 1323/15161
 * Invoice must be approved or voided to post.
 1323 00000 MENARDS 8201 031521F 92.36 .00 .00
 CASH 000008 2021/04 INV 03/02/2021 SEP-CHK: Y DISC: .00
 ACCT 1Y210 DEPT 11 DUE 03/15/2021 DESC:Ellis Supplies 19001160 68580 92.36 1099:

CONDITIONS THAT PREVENT POSTING INVOICE 1477/15054
 * Invoice must be approved or voided to post.
 1477 00000 O'MALLEY WELDING 19723 031521F 4,300.00 .00 .00
 CASH 000008 2021/04 INV 03/02/2021 SEP-CHK: Y DISC: .00
 ACCT 1Y210 DEPT 11 DUE 03/15/2021 DESC:Pickerill - Gate 190511 70050 4,300.00 1099:



VENDOR REMIT NAME	INVOICE	PO	CHECK RUN	NET AMOUNT	EXCHG	PO BY	PO BALANCE	CHK/WIRE
1655 00000 SHAW MEDIA	1855648		031521F	59.99		.00	.00	
CASH 000008 2021/04 INV 03/02/2021 SEP-CHK: Y DISC: .00					19001168430		59.99	1099:
ACCT 1Y210 DEPT 11 DUE 03/15/2021 DESC:Website Hosting								
CONDITIONS THAT PREVENT POSTING INVOICE 1665/15183								
* Invoice must be approved or voided to post.								
1842 00001 VERIZON	2873687358		031521F	848.35		.00	.00	
CASH 000008 2021/04 INV 03/02/2021 SEP-CHK: Y DISC: .00					1900118363540		848.35	1099:
ACCT 1Y210 DEPT 11 DUE 03/15/2021 DESC:Cell Phones								
CONDITIONS THAT PREVENT POSTING INVOICE 1849/15057								
* Invoice must be approved or voided to post.								
1937 00000 WIRE WIZARD OF I 355456			031521F	105.00		.00	.00	
CASH 000008 2021/04 INV 03/02/2021 SEP-CHK: Y DISC: .00					1900117162270		105.00	1099:
ACCT 1Y210 DEPT 11 DUE 03/15/2021 DESC:Hoover - Alarm Monitoring								
CONDITIONS THAT PREVENT POSTING INVOICE 1937/15043								
* Invoice must be approved or voided to post.								
1937 00000 WIRE WIZARD OF I 355455			031521F	180.00		.00	.00	
CASH 000008 2021/04 INV 03/02/2021 SEP-CHK: Y DISC: .00					1900117162270		180.00	1099:
ACCT 1Y210 DEPT 11 DUE 03/15/2021 DESC:Meadowhawk - Alarm Monitoring								
CONDITIONS THAT PREVENT POSTING INVOICE 1937/15044								
* Invoice must be approved or voided to post.								
2047 00000 COMED	1123166102-3/21		031521F	24.30		.00	.00	
CASH 000008 2021/04 INV 03/02/2021 SEP-CHK: Y DISC: .00					19001163510		24.30	1099:
ACCT 1Y210 DEPT 11 DUE 04/26/2021 DESC:Jay Woods								
CONDITIONS THAT PREVENT POSTING INVOICE 2047/15048								
* Invoice must be approved or voided to post.								
2047 00000 COMED	0927007163-3/21		031521F	24.30		.00	.00	
CASH 000008 2021/04 INV 03/02/2021 SEP-CHK: Y DISC: .00					19001163510		24.30	1099:
ACCT 1Y210 DEPT 11 DUE 03/12/2021 DESC:Richard Young								



Kendall County
KCFPD 031521F RA

CLERK: rantrim BATCH: 1338

VENDOR REPLY NAME	INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE
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CONDITIONS THAT PREVENT POSTING INVOICE 2047/15050

* Invoice must be approved or voided to post.

2047 00000 COMED	5514711005-3/21		031521F	27.34	.00	.00	
CASH 000008	INV 03/02/2021	SEP-CHK: Y	DISC: .00				
ACCT 1Y210	DEPT 11	DUE 03/15/2021	DESC:Harris Arena		190011_63510		27.34 1099:

CONDITIONS THAT PREVENT POSTING INVOICE 2047/15181

* Invoice must be approved or voided to post.

2047 00000 COMED	5514711002-3/21		031521F	99.01	.00	.00	
CASH 000008	INV 03/02/2021	SEP-CHK: Y	DISC: .00				
ACCT 1Y210	DEPT 11	DUE 03/15/2021	DESC:Harris		190011_63510		99.01 1099:

CONDITIONS THAT PREVENT POSTING INVOICE 2047/15182

* Invoice must be approved or voided to post.

2971 00000 UNIVERSITY OF IL	002-000-B7897		031521F	1,994.00	.00	.00	
CASH 000008	INV 03/02/2021	SEP-CHK: Y	DISC: .00				
ACCT 1Y210	DEPT 11	DUE 03/15/2021	DESC:Millbrook Bridge		190711_66500		1,994.00 1099:

CONDITIONS THAT PREVENT POSTING INVOICE 2971/15186

* Invoice must be approved or voided to post.

3077 00000 BATAVIA MOOSE LO	20-00138		031521F	25.00	.00	.00	
CASH 000008	INV 03/02/2021	SEP-CHK: Y	DISC: .00				
ACCT 1Y210	DEPT 11	DUE 03/15/2021	DESC:Firewood - Refund		19001171_63040		25.00 1099:

CONDITIONS THAT PREVENT POSTING INVOICE 3077/15039

* Invoice must be approved or voided to post.

26 HELD INVOICES

TOTAL 23,488.44

0 INVOICE(S) REPORT POST TOTAL .00

REPORT TOTALS .00



03/09/2021 12:42
LCaldwell

Kendall County
Batch 1362 031521F LCaldwell

P 1
spinvent

CLERK: LCaldwell BATCH: 1362

NEW INVOICES

VENDOR REMIT NAME	INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE CHK/WIRE
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HELD INVOICES

20	00000 ATLAS BOBCAT	HW2421	031521F	325.39	.00	.00
CASH 000008	2021/04 INV 03/09/2021	SEP-CHK: N	DISC: .00			
ACCT 1Y210	DEPT 11 DUE 03/09/2021	DESC:Equipment Repair		19001183	62160	325.39 1099:
CONDITIONS THAT PREVENT POSTING INVOICE 90/15329						
* Invoice must be approved or voided to post.						
541	00000 FIRST NATIONAL B Statement	030221	031521F	1,018.60	.00	.00
CASH 000008	2021/04 INV 03/09/2021	SEP-CHK: Y	DISC: .00			
ACCT 1Y210	DEPT 11 DUE 03/09/2021	DESC:FNBO Statement 030221		19001164	63000	280.33 1099:
				190011	62150	59.00 1099:
CONDITIONS THAT PREVENT POSTING INVOICE 541/15344						
* Invoice must be approved or voided to post.						

541	00000 FIRST NATIONAL B Statement	SW 030221	031521F	56.25	.00	.00
CASH 000008	2021/04 INV 03/09/2021	SEP-CHK: N	DISC: .00			
ACCT 1Y210	DEPT 11 DUE 03/09/2021	DESC:Swiencke Statement 030221		19001178	63030	56.25 1099:
CONDITIONS THAT PREVENT POSTING INVOICE 541/15350						
* Invoice must be approved or voided to post.						

1060	00000 JOHN DEERE FINAN Statement	030121	031521F	163.70	.00	.00
CASH 000008	2021/04 INV 03/09/2021	SEP-CHK: N	DISC: .00			
ACCT 1Y210	DEPT 11 DUE 03/09/2021	DESC:Statement Feb 2, 2021 - Mar 1, 2021		19001161	68580	97.94 1099:
				19001162	68580	65.76 1099:
CONDITIONS THAT PREVENT POSTING INVOICE 1060/15345						
* Invoice must be approved or voided to post.						

1655	00000 SERVICE SANITATI Statement	030521	031521F	204.00	.00	.00
CASH 000008	2021/04 INV 03/09/2021	SEP-CHK: N	DISC: .00			
ACCT 1Y210	DEPT 11 DUE 03/09/2021	DESC:Statement Date 030521		19001183	63070	204.00 1099:
CONDITIONS THAT PREVENT POSTING INVOICE 1655/15352						



CLERK: ICaldwell BATCH: 1362 NEW INVOICES

VENDOR REMIT NAME	INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE
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* Invoice must be approved or voided to post.

2225 00000 AIR WANS WIRELES 166151 031521F 69.00 .00 .00

CASH 000008 2021/04 INV 03/09/2021 SEP-CHK: N DISC: .00
 ACCT 1Y210 DEPT 11 DUE 03/09/2021 DESC:Business Internet Service
 CONDITIONS THAT PREVENT POSTING INVOICE 2225/15316 69.00 1099:

* Invoice must be approved or voided to post.

200345 00000 COMED 0793673015 031521F 1,482.86 .00 .00

CASH 000008 2021/04 INV 03/09/2021 SEP-CHK: Y DISC: .00
 ACCT 1Y210 DEPT 11 DUE 03/09/2021 DESC:11285A Fox RD Yorkville
 CONDITIONS THAT PREVENT POSTING INVOICE 900345/15339 1,482.86 1099:

* Invoice must be approved or voided to post.

200345 00000 COMED 1238021081 031521F 126.24 .00 .00

CASH 000008 2021/04 INV 03/09/2021 SEP-CHK: Y DISC: .00
 ACCT 1Y210 DEPT 11 DUE 03/09/2021 DESC:11285 Park Ranger
 CONDITIONS THAT PREVENT POSTING INVOICE 900345/15340 126.24 1099:

* Invoice must be approved or voided to post.

200345 00000 COMED 5514228011 031521F 417.77 .00 .00

CASH 000008 2021/04 INV 03/09/2021 SEP-CHK: Y DISC: .00
 ACCT 1Y210 DEPT 11 DUE 03/09/2021 DESC:6350 Minkler Rd
 CONDITIONS THAT PREVENT POSTING INVOICE 900345/15341 417.77 1099:

* Invoice must be approved or voided to post.

200345 00000 COMED 0756081017 031521F 576.44 .00 .00

CASH 000008 2021/04 INV 03/09/2021 SEP-CHK: Y DISC: .00
 ACCT 1Y210 DEPT 11 DUE 03/09/2021 DESC:11285D Fox RD Yorkville
 CONDITIONS THAT PREVENT POSTING INVOICE 900345/15343 576.44 1099:

* Invoice must be approved or voided to post.



CLERK: Lcaldwell BATCH: 1362
VENDOR REMIT NAME INVOICE PO CHECK RUN NET AMOUNT EXCEEDS PO BY PO BALANCE CHK/WIRE

NEW INVOICES	NEW INVOICES	NEW INVOICES	NEW INVOICES	NEW INVOICES	NEW INVOICES	NEW INVOICES	NEW INVOICES	NEW INVOICES
CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE				
201330 00000 MENARDS - YORKVI 81898	34.77	.00	.00					
CASH 000008 2021/04 INV 03/09/2021 SEP-CHK: N DISC: .00								
ACCT 1Y210 DEPT 11 DUE 03/09/2021 DESC:Charge Sale 042520		19001162	68580	34.77				1099:
CONDITIONS THAT PREVENT POSTING INVOICE 901330/15347								
* Invoice must be approved or voided to post.								
201330 00000 MENARDS - YORKVI 85651	50.95	.00	.00					
CASH 000008 2021/04 INV 03/09/2021 SEP-CHK: N DISC: .00								
ACCT 1Y210 DEPT 11 DUE 03/09/2021 DESC:Charge Sale 060520		19001160	68580	50.95				1099:
CONDITIONS THAT PREVENT POSTING INVOICE 901330/15348								
* Invoice must be approved or voided to post.								

1.2 HELD INVOICES TOTAL 4,525.97

0 INVOICE(S) REPORT POST TOTAL .00

REPORT TOTALS .00

David Gurtz

From: Liz Laing <liz.laing@ipmg.com>
Sent: Wednesday, February 10, 2021 2:53 PM
To: David Gurtz
Cc: 'Samantha.Shock@alliant.com'
Subject: [External]RE: 200928W010 - Kendall County Forest Preserve District - Kendal County Forest Preserve District, Canoe Brick Gate Post - O - 0006 - P2-1000669-1920-01 - 02/06/2020
Attachments: dave shuh shuh.pdf

Thank you David,

I can issue payment to the District less the \$5,000 deductible to the district, in the amount of \$9,693.00.

Thank you,

Liz Laing

P&C Adjuster -- Claims Management Services



225 Smith Road, St. Charles, IL 60174

Direct: 630-485-5854 | Fax: 630-485-5879

liz.laing@ipmg.com | www.IPMG.com

Check out our new website!





Landscape Agreement

Date	Estimate #
2/9/2021	8333U

6139 Caton Farm Road, Yorkville, IL 60560
 P: 815-475-7229 F: 815-475-7223

Dave Guritz
 Kendall County Forest Preserve

Terms	Due Date	Site Address
Due on receipt	2/9/2021	

Item	Description	Plant Size	Qty	Cost Per	Total
	Repair vehicular damage to main entrance at the district Shuh-Shuh- Gah Launch area.				
Retaining Wall	Take down and rebuild pillar.		1	3,842.00	3,842.00
Miscellaneous	Replace concrete footing if necessary.		1	2,779.00	2,779.00
Miscellaneous	Replace damaged and bent gate.		1	3,661.00	3,661.00
Seed Install	Remove broken post and replace split rail fence. Repair grass with topsoil, seed, fertilizer, seed and blanket.		1	4,411.00	4,411.00
Estimate Only	ESTIMATE ONLY! These prices are for a package deal. Price will differ if project is not done in full. Unforeseen obstacles underground may result in additional cost. **Not responsible for damage to sprinkler systems.				0.00

TERMS: Payable in full in U.S. dollars upon receipt of invoice. A service charge of 1.5% per month (subject to a \$30.00 minimum) will be assessed on any amount more than 30 days past due. Purchaser also agrees to pay any expenses, including, but not limited to, reasonable attorney's fee, court costs and other miscellaneous costs of collection, incurred by 4 Seasons Landscaping Plus, Inc. to collect any amounts due from purchaser.

Total	\$14,693.00
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50% down payment on all contracts.

Signature _____

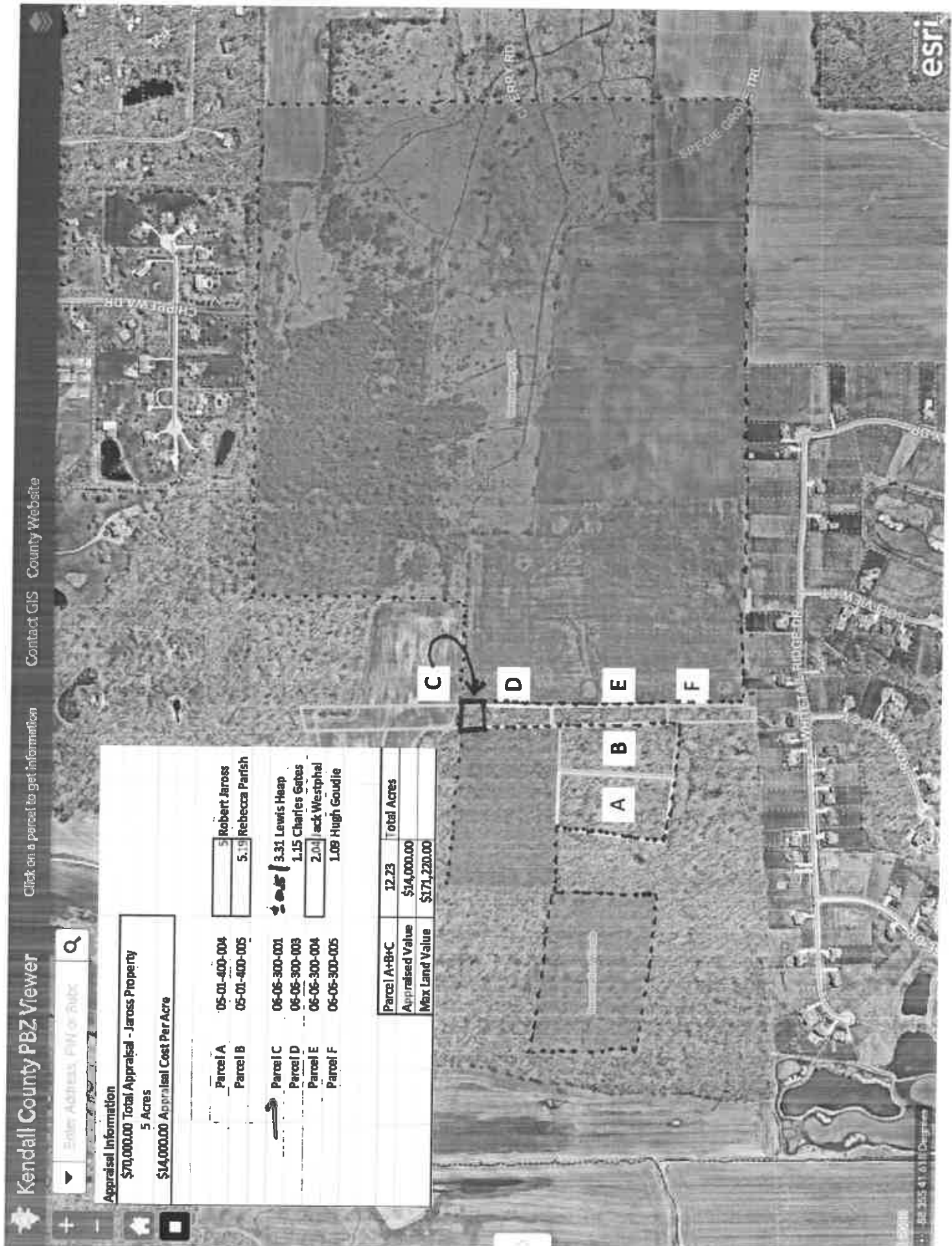
Enter Address, PIN or Subj

Appraisal Information

Total Appraisal - Jaross Property
5 Acres
\$14,000.00 Appraisal Cost Per Acre

Parcel A	05-01-400-004	5	Robert Jaross
Parcel B	05-01-400-005	5.19	Rebecca Parfsh
Parcel C	06-06-300-001	3.31	Lewis Heap
Parcel D	06-06-300-003	1.15	Charles Gates
Parcel E	06-06-300-004	2.04	Jack Westphal
Parcel F	06-06-300-005	1.09	Hugh Goudie

Parcel A+B+C	12.23	Total Acres
Appraised Value	\$14,000.00	
Max Land Value	\$171,220.00	



To: Kendall County Forest Preserve District Committee of the Whole
From: David Guritz, Director
RE: Finance and Operating Committee Agenda Topics and Outcomes
Date: March 9, 2021

Finance Committee Agenda Topics and Outcomes

FY21 Increased Insurance Benefits Costs

The District will need to consider a budget amendment resulting from an unanticipated enrollment and increase in benefit costs. The total projected amount to be incurred is \$92,485.20, \$14,562.20 over FY21 budget appropriations.

FY21 District Grounds Staffing

Due to staffing limitations, all preserves gates except Harris, Hoover, and Pickerill-Pigott (after opening June 4) will remain open during weeknights Monday through Thursday. The District will continue to revisit this operational change as Grounds Maintenance staffing levels are increased.

Waste Management Contract Discussion

The District anticipates receiving a small credit from Waste Management for account overcharges for FY20. Direction was received to secure quotes from other in-county registered waste and recycling disposal companies. A letter of non-renewal of our agreement with Waste Management will be sent out per the contract provision below:

This agreement shall be effective as of May 1, 2017 and shall continue in force and effect through April 30, 2019 ("initial period"). It shall automatically renew and continue in effect for a (1) year increment following the initial period, unless KCFPD notifies vendor in writing by or before thirty days prior to the expiration date of the initial period or each subsequent one (1) year period that KCFPD does not wish to continue the agreement.

Canoe Launch Area Repairs

The District will be working to secure three competitive quotes for repairs needed to the Shuh-Shuh-Gah canoe launch entrance. Separately, O'Malley's Welding and Fabricating will be submitting a quote for safety fencing improvements on the north abutment wing-wall.

Millbrook Trail Rides – Designated Trail License Agreement

The draft license agreement was reviewed, with direction received to present the agreement to the State's Attorney's Office for review provided Millbrook Trail Rides agreed to the \$8,500.00 license fee. Millbrook Trail Rides is requesting setting the license fee at \$5,000.00. Additional information on scheduled use and trail riding volume has been requested.

Operations Committee Agenda Topics and Outcomes

The Conservation Foundation - Earth Day Fundraising Event – 04/12/21

The Operations Committee waived fees and charges for The Conservation Foundation to host a fundraiser at Meadowhawk Lodge on April 12, 2021. Additional event details will be forwarded to the Board of Commissioners.

Towing Contract Discussion

The District is seeking a local vendor to handle relocation towing for vehicle removals from preserve areas. Kendall County Towing was not interested in extending service. Green Machine towing has been unresponsive to recent District requests, and delayed in arrival for relocation towing requests.

District Trash and Recycling Bidding

The District will be seeking competitive quotes for trash and recycling removal from Ellis, Harris, Hoover, and Pickerill-Pigott. The District has been in contact with Waste Management seeking a credit for overcharges in CY20 and CY21. Correct billing has been an ongoing issue with Waste Management, as well as adding of unapproved charges to the District's three accounts.

FLSA Exempt Status – Communications and Natural Resources Project Coordinator

This position will be modified to include supervisory responsibilities for exemption under the Executive Exemption category:

Executive Exemption

To qualify for the executive employee exemption, all of the following tests must be met:

- The employee must be compensated on a salary basis (as defined in the regulations) at a rate not less than \$684* per week;*
- The employee's primary duty must be managing the enterprise, or managing a customarily recognized department or subdivision of the enterprise;*
- The employee must customarily and regularly direct the work of at least two or more other full-time employees or their equivalent; and*
- The employee must have the authority to hire or fire other employees, or the employee's suggestions and recommendations as to the hiring, firing, advancement, promotion or any other change of status of other employees must be given particular weight.*

Following modification, the amended position description will be forwarded to the State's Attorney's Office for review.

To: Kendall County Forest Preserve District Committee of the Whole
 From: David Guritz, Executive Director
 RE: Pickerill-Pigott Estate House Revenue Model
 Date: 9-Mar-21

Event capacity 150
 Parking 70

PROGRAM DESCRIPTION	Base Fee	Events per Year	Total Revenues	Year 1 - 25%	Year 2 - 50%	Year 3 - 75%	Year 4 - 100%
Private Weekend Events (Over 50 Guests)							
Weddings	\$ 5,000.00	10	\$ 50,000.00	\$ 12,500.00	\$ 25,000.00	\$ 37,500.00	\$ 50,000.00
Graduations	\$ 5,000.00	2	\$ 10,000.00	\$ 2,500.00	\$ 5,000.00	\$ 7,500.00	\$ 10,000.00
Other Celebrations	\$ 5,000.00	2	\$ 10,000.00	\$ 2,500.00	\$ 5,000.00	\$ 7,500.00	\$ 10,000.00
<i>Includes use of the Estate House, Pavillion, and Shelter</i>							
Private Weekend Events (Under 50 Guests)							
Private Events @ \$100 per hour <i>Estate House and Pavillion</i>	\$ 400.00	15	\$ 6,000.00	\$ 1,500.00	\$ 3,000.00	\$ 4,500.00	\$ 6,000.00
Weekday Business Meetings; Retreats & Conferences							
Private Events - Under 50 @ \$50 per hour	\$ 250.00	15	\$ 3,750.00	\$ 937.50	\$ 1,875.00	\$ 2,812.50	\$ 3,750.00
Private Events - Over 50 @ \$100 per hour <i>Estate House and Pavillion</i>	\$ 500.00	15	\$ 7,500.00	\$ 1,875.00	\$ 3,750.00	\$ 5,625.00	\$ 7,500.00
Weekly - Other Governmental Uses							
Government Meetings	\$ 125.00	25	\$ 3,125.00	\$ 781.25	\$ 1,562.50	\$ 2,343.75	\$ 3,125.00
Education /Recreation Programming - Per Day Use <i>Estate House and Pavillion</i>	\$ 50.00	50	\$ 2,500.00	\$ 625.00	\$ 1,250.00	\$ 1,875.00	\$ 2,500.00
Shelter Use Only	\$ 65.00	40	\$ 2,600.00	\$ 650.00	\$ 1,300.00	\$ 1,950.00	\$ 2,600.00
TOTALS		174	\$ 95,475.00	\$ 23,868.75	\$ 47,737.50	\$ 71,606.25	\$ 95,475.00

**Kendall County Forest Preserve District
Designated Horse Trail License Agreement
Millbrook Trail Rides LLC**

This License Agreement ("Agreement") is entered into upon the date of the last signature below, by and between the Kendall County Forest Preserve District, a body politic and Illinois unit of local government (hereinafter the "District"), and Millbrook Trail Rides, LLC (hereinafter the "Licensee"), a licensed for profit business in the State of Illinois.

RECITALS

1. The District owns the Millbrook North Forest Preserve in Millbrook, Illinois.
2. Millbrook North Forest Preserve contains an unimproved trail corridor ("License Area").
3. Licensee desires to use, and provide assistance maintaining the License Area as specified in **Exhibit A** to conduct guided horse trail rides (the "Programs") for the Millbrook Trail Rides, LLC paying clients. (Exhibit A is attached and incorporated into this Agreement by reference).

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the District and Licensee agree as follows:

1. Incorporation

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

2. Grant of License - License Period

Subject to the terms and conditions contained in this Agreement, the District grants to Licensee a **one-year license (the "License") beginning on April 10, 2021 and ending on September 18, 2021** to use the License Area to conduct the Programs on the dates and during the hours specified within the attached **Exhibit B**. Exhibit B is attached and incorporated into this Agreement by reference. Such use in accordance with this Agreement is hereinafter referred to as the "Licensed Use". The District shall issue **7** special use permit tags representing the total number of horses owned and used or leased by the Licensee's employees and the Licensee's paying trail riders for the Licensed Use of the Licensed Area. Licensee employees and clients also shall have a non-exclusive right to use of the Licensed Area.

3. Supplementary Scheduling

Requests by Licensee for use of the Licensed Area to conduct Programs on dates and/or times other than those specified on Exhibit B, and negotiated schedules thereafter, shall be made at least fourteen (14) days in advance, and shall be subject to District policies and scheduling priorities. Each such supplementary use approved shall be subject to the terms and conditions of this Agreement.

4. Non-Exclusive License

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

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

5. Payment Provisions

Licensee shall provide a lump sum payment to the District of eight thousand five hundred dollars (\$8,500.00) representing payment in full for a one-year License for use of the License Area in accordance with the schedule attached as Exhibit B. Payment is due within fourteen days (14) following execution of this Agreement, and by March 1 for each subsequent license year approved thereafter.

6. Trail Maintenance

Licensee, its contractors, agents and volunteers, may at its own expense, perform routine maintenance within the Licensed Area and defined trail corridor only. Maintenance shall be limited to clearing of overhanging limbs or vegetation within the designated trail corridor only. No motorized power equipment, mowers, or chemicals may be used or applied which may cause trail compaction and erosion and impacts to surrounding flora and vegetation. Licensee shall also not make any structural improvements and/or changes to the District's property without the prior express written consent of the District.

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

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

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

- a. Contractor shall indemnify, hold harmless and defend with counsel of the Kendall County Forest Preserve District's (the "KCFPD") own choosing, the KCFPD, its officials, officers, employees, including their past, present, and future Commissioners, elected officials and agents from and against all liability, claims, suits, demands, proceedings and actions, including costs, reasonable fees and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property (collectively, "Claims"), to the extent such Claims result from the performance of this contract by Contractor or those Claims are due to any negligent, intentional, or willful acts, errors, omissions or misconduct of Contractor in its performance under this Agreement. Nothing contained

herein shall be construed as prohibiting the KCFPD, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Indemnification obligations shall survive the termination of this Agreement.

- b. Contractor will obtain and continue in force, during the term of this Agreement, all insurance as set forth below. Each insurance policy shall not be cancelled or changed without thirty (30) days prior written notice, given by the insurance carrier to the Kendall County Forest Preserve District ("KCFPD"). Before starting work hereunder, Contractor shall deposit with the KCFPD certificates evidencing the insurance it is to provide hereunder: (a) Worker's Compensation and Occupational Disease Disability insurance, in compliance with the laws of the jurisdiction where the work is being performed, (b) Employer's comprehensive general liability insurance for both personal injury and property damage in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 aggregate per project, (c) Comprehensive business automobile liability insurance in the minimum amount of \$1,000,000 combined single limit, (d) Minimum umbrella occurrence insurance of \$5,000,000 per occurrence and \$5,000,000 aggregate, (e) and if Professional Services shall be contracted for, Professional liability insurance in the minimum amount of \$1,000,000 combined single limit. The KCFPD shall be named as an Additional Insured on a Primary and Non-Contributory basis with respect to all liability coverage. Further, all liability and workers' compensation policies must include a waiver of subrogation in favor of the KCFPD. The KCFPD shall also be designated as the certificate holder. The KCFPD's or Millbrook Trail Rides, LLC failure to demand such certificate of insurance shall not act as a waiver of Contractor's obligation to maintain the insurance required under this Agreement. The insurance required under this Agreement does not represent that coverage and limits will necessarily be adequate to protect Contractor, nor be deemed as a limitation on Contractor's liability to the KCFPD in this Agreement.

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

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

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

prior to the services being rendered, and if required such approval shall not be unreasonably withheld or delayed.

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

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

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

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

The District shall have no liability or responsibility for the protection, safety or condition of the Licensed Area, the Licensee's or Licensee's Contractor's Agents, Equipment, Employees, Horses or Trail Riders, and the Licensee hereby waives and all claims against the District in regard to the same.

Licensee shall immediately advise the District of any damage to any District property, including District facilities within the License Area, after each and every use of the License Area by the Licensee. Any turf impacts shall be the responsibility of the Licensee to promptly address by the Licensee or Licensee's maintenance contractors as part of the Licensee's maintenance functions.

The District shall assume no liability or responsibility for property lost or stolen on District property, or for personal injuries sustained on District property during Licensee's use of any District property and the Licensee hereby waives and relieves the District of any and all claims against the District in regard to the same.

7. Indemnification

To the extent allowable by law, Licensee shall indemnify, hold harmless and defend with counsel of the District's own choosing, the District, its officials, officers, employees, including their past, present, and future Commissioners and agents from and against all liability, claims, suits, demands, proceedings and actions, including costs, reasonable fees and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property (collectively, "Claims"), to the extent such Claims directly or indirectly result from the Licensee's usage of the License Area or those Claims are due to any negligent, intentional and/or willful acts, errors, omissions or misconduct of Licensee in its performance of the management of the

subject Programs or any other activities under this License. Nothing contained herein shall be construed as prohibiting the District from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Indemnification obligations shall survive the termination of this Agreement.

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

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

8. Provision and Maintenance of Equipment

Licensee and Licensee's maintenance contractors shall be responsible for selecting only equipment that meets any and all safety standards and ratings applicable to such equipment. It is further understood that the District shall have no obligation to provide any of the above referenced Licensee Equipment.

9. Licensee's Rights and Obligations

In conducting the Licensed Use, Licensee shall adhere to all applicable County and District ordinances, rules, regulations, policies, and procedures. Licensee and all of Licensee's employees, contractors, volunteers, members, agents, and participants shall follow the District's General Use Ordinance whenever on District Property. (General Use Ordinance is available here: http://www.co.kendall.il.us/wp-content/uploads/FP_GenUseOrd.pdf). Violation of the District's General Use Ordinance shall result in the immediate suspension of this License Agreement pending review of the violation and determination of penalty by the District's Board of Commissioners.

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

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

10. Term, Termination and Modification

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

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

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

Unless sooner terminated in accordance with the provisions of this Agreement, and subject to the survival of certain obligations as provided in this Agreement, this Agreement shall terminate for all purposes on September 18, 2021. Use of designated trail by the Licensee after this date will be considered a violation of the District's General Use Ordinance.

11. No Third Party Beneficiary / Joint Venture

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

12. Liens

Licensee covenants and agrees that it will not permit or suffer any lien to be put upon, or arise or accrue against the District's Property or the License Area, in favor of any person or persons, individual or corporate, for furnishing either labor or material, for equipment supplied to or work to be performed on District property or the License Area. Licensee further covenants and

agrees to hold the District, District property and the Licensed Area free from any and all liens, or rights of claims of lien, which may, or might arise or accrue under, or be based upon any mechanic's lien law, or other similar laws, of the State of Illinois, now or hereafter in force.

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

13. General Provisions

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

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

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

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

Any notice required or permitted to be given pursuant to this Agreement shall be duly given if sent by fax, certified mail, or courier service and received, in the case of notice to the District, Kendall County Forest Preserve District, Attention: Director, 110 West Madison Street, Yorkville, Illinois, 60560, fax (630) 553-4023 with copy sent to: Kendall County State's Attorney, 807 John Street, Yorkville, Illinois, 60560, fax (630) 553-4204. And, in the case of Licensee, to: Millbrook Trail Rides, LLC 8078 Whitfield Road, Millbrook, IL 60536. Neither party shall assign, sublet, sell, or transfer its interest in this Agreement without the prior written consent of the other.

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

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

This Agreement represents the entire and integrated Agreement between the District and Licensee and supersedes all prior written and/or oral negotiations, representations or agreements between the District and Licensee. To be valid, any amendment or modification to

this Agreement must be in writing, dated a date subsequent to the date of this Agreement, and signed by both parties.

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

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

IN WITNESS WHEREOF, the District and the Licensee has caused this Agreement to be executed by a duly authorized officer thereof as of the date first above written.

By: _____ Date: _____
Judy Gilmour, President
Kendall County Forest Preserve District

By: _____ Date: _____
Edward Sleezer, Owner
Millbrook Trail Rides

3/8/2021

Ed Sleezer
14699 Mudou
Yorkville, IL
60560
630 201 6655

Dave Guetz,
Kendall Co. F.P. Director

Dear Dave,

First of all, on behalf of Meredith and myself, we treasure the Millbrook North + South Preserves. Feedback from customers is always very positive.

We take care of the property. We do not cut down trees; we have always tried to place trails where deer paths are - they do not like mud and soft ground. We trim trees so you can get through, and also try to cut the weed horse nettle - it stings very bad, but as trees grow back, if we stopped using them in a few years the tree growth would all recover. I do not think any trails erode, I have not noticed that. We would stop using trails if told to do so.

Money. People look at a business and think, WOW, boy they make TONS OF MONEY.

That because they do not have to pay all the expenses. As you have probably learned the hard way, it is easier to loose money than make money. We have been in business 10 years, I am pretty sure the first 5 were all RED INK! NO doubt!

What is a Fair \$ Amount to give.
After looking at our Actual Numbers
we feel \$8,500 is too much. We
are offering \$ 5000.

Why?

1. We ride every bit as much, actually more, on our property and the Knutson, Farm, than on the Forest Preserve property.
2. We do all the work.
3. We spend all the money - take all the Risk
4. We respect the Forest Preserve property, and have actually improved the property, as other citizens could walk trails that we maintain.
5. We will add the Kendall County Forest Preserve as a co-insured property on our Cincinnati Equine Insurance Policy. We do this with the Knutson Property.

What is by far the Best way to view the wonderful plant and wild life on Millbrook North F.P.??

Simple: ON HORSE BACK!!
You should try it sometime. It's AWESOME!

Sincerely,
Ed Flynn