

**KENDALL COUNTY FOREST PRESERVE DISTRICT  
OPERATIONS COMMITTEE MEETING  
AGENDA**

**WEDNESDAY, SEPTEMBER 1, 2021  
6:00 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. Review of Financial Statements and Cost Center Reports through August 31, 2021
- VI. Review of Special Use Permits
- VII. Draft Employee Handbook Policies Review
  - Chapters V and VI Review
- VIII. License Agreements Renewal Terms – Sunrise Center North and Yorkville Athletic Association (Yorkville Fury)
- IX. Other Items of Business
  - a. Hoover Forest Preserve – Asphalt Trails Condition Report
  - b. Hoover Nature Play Space – Natural Beginnings Family Event
  - c. 21-22 CWD Bow Hunt Program Registration Updates
  - d. Natural Beginnings Early Learning Program Registration Updates
- X. Public Comments
- XI. Executive Session
- XII. Adjournment



FOR 2021 09

ACCOUNTS FOR:  
1900 Forest Preserve

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
190011 Forest Preserve							
190011 40300 Transf. from FP Bnd P	0	-45	-46.23	.00	.00	1.23	102.7%
190011 40350 Transf. from Proj. Im	0	-215,029	-215,085.83	.00	.00	56.83	100.0%
190011 41010 Current Property Tax	-640,646	-640,646	-366,564.01	-23,440.83	.00	-274,081.99	57.2%*
190011 41350 Interest Income	-591	-591	-113.82	-14.05	.00	-477.18	19.3%*
190011 42250 Revenue	-620	-9,754	-16,732.53	-348.00	.00	6,978.53	171.5%
190011 42860 Donations	-500	-5,500	.00	.00	.00	-5,500.00	0%*
190011 42930 Farm License Revenue	-95,379	-95,379	-93,329.78	.00	.00	-2,049.22	97.9%*
190011 42940 Credit Card Fee	-2,219	-2,219	-2,125.05	-311.70	.00	-93.95	95.8%*
190011 51090 Salaries - Per Diem	10,000	10,000	72.00	.00	.00	9,928.00	7%
190011 51160 Salaries - Part Time	0	0	4,449.88	1,750.00	.00	-4,449.88	100.0%*
190011 51390 Salaries - Full Time	161,800	161,800	111,716.74	9,341.78	.00	50,083.26	69.0%
190011 51470 Salaries - Stipends	21,626	21,626	10,901.15	1,268.26	.00	10,724.85	50.4%
190011 61160 Transf. to IMRF Fund	16,416	16,416	21,676.78	2,051.76	.00	-5,260.78	132.0%*
190011 61170 Transf. to SSI Fund	14,032	14,032	.00	.00	.00	14,032.00	0%
190011 61230 Transf. to Gen Fund	28,789	28,789	21,361.36	1,412.39	.00	7,427.64	74.2%
190011 62000 Office Supplies	1,000	8,906	5,652.42	234.98	.00	3,253.58	63.5%
190011 62040 Conferences	500	500	250.00	.00	.00	250.00	50.0%
190011 62090 Legal Publications	600	1,000	876.09	.00	.00	123.91	87.6%
190011 62150 Contractual Services	4,250	5,668	3,354.95	.00	.00	2,313.05	59.2%
190011 62160 Equipment	0	0	228.02	.00	.00	-228.02	100.0%*
190011 63510 Electric	2,900	3,000	1,830.08	46.89	.00	1,169.92	61.0%
190011 65490 Auditing & Accounting	8,000	8,000	8,000.00	.00	.00	.00	100.0%
190011 68000 Liability Insurance P	59,514	52,592	52,773.00	.00	.00	-181.00	100.3%*
190011 68340 Farm Lease Contract	500	500	.00	.00	.00	500.00	0%
190011 68430 Marketing / Publicity	500	1,000	804.92	.00	.00	195.08	80.5%
190011 68440 Newsletter	400	400	216.00	.00	.00	184.00	54.0%
190011 68500 Project Fund Expenses	0	5,000	889.98	.00	.00	4,110.02	17.8%
190011 68540 Contributions	0	1,000	891.94	.00	.00	108.06	89.2%
190011 68560 Credit Card Fee	5,750	6,750	6,257.86	834.76	.00	492.14	92.7%
190011 69790 Contingency	0	11,500	.00	.00	.00	11,500.00	0%
TOTAL Forest Preserve	-403,378	-610,684	-441,794.08	-7,173.76	.00	-168,889.92	72.3%
19001160 Ellis House							
19001160 51160 Salaries - Part Tim	1,100	1,100	1,285.24	245.00	.00	-185.24	116.8%*
19001160 51390 Salaries - Full Tim	10,071	10,071	6,589.52	776.24	.00	3,481.48	65.4%*
19001160 62000 Office Supplies	250	750	432.51	.00	.00	317.49	57.7%



Kendall County  
YEAR-TO-DATE BUDGET REPORT

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FOR 2021 09

ACCOUNTS FOR: 1900 Forest Preserve	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
19001160 62270 Utilities	6,100	6,120	5,529.90	733.02	.00	590.10	90.4%
19001160 63050 Employer Contr. SSI	1,756	1,756	1,282.98	147.59	.00	473.02	73.1%
19001160 68580 Grounds and Mainten	3,800	3,800	3,140.82	41.61	.00	659.18	82.7%
TOTAL Ellis House	23,077	23,597	18,260.97	1,943.46	.00	5,336.03	77.4%
19001161 Ellis Barn							
19001161 51160 Salaries - Part Tim	1,100	1,100	1,140.02	5.50	.00	-40.02	103.6%*
19001161 51390 Salaries - Full Tim	10,071	10,071	6,589.70	776.26	.00	3,481.30	65.4%
19001161 62270 Utilities	6,100	6,120	4,518.14	.00	.00	1,601.86	73.8%
19001161 63050 Employer Contr. SSI	1,756	1,756	1,310.45	129.28	.00	445.55	74.6%
19001161 68580 Grounds and Mainten	2,000	2,000	2,726.77	.00	.00	-726.77	136.3%*
TOTAL Ellis Barn	21,027	21,047	16,285.08	911.04	.00	4,761.92	77.4%
19001162 Ellis Grounds							
19001162 42250 Revenue	-22,087	-22,087	-24,203.89	-23,438.84	.00	2,116.89	109.6%
19001162 51160 Salaries - Part Tim	2,200	2,200	1,423.00	25.00	.00	7,777.00	64.7%
19001162 51390 Salaries - Full Tim	20,142	20,142	13,179.22	1,552.50	.00	6,962.78	65.4%
19001162 63050 Employer Contr. SSI	3,512	3,512	2,486.91	260.88	.00	1,025.09	70.8%
19001162 68580 Grounds and Mainten	4,000	4,000	4,482.43	537.76	.00	-482.43	112.1%*
TOTAL Ellis Grounds	7,767	7,767	-2,632.33	-21,062.70	.00	10,399.33	-33.9%
19001163 Ellis Camps							
19001163 42250 Revenue	-2,605	-6,250	-8,033.32	-358.32	.00	1,783.32	128.5%
19001163 51160 Salaries - Part Tim	1,650	3,110	2,462.23	1,056.67	.00	647.77	79.2%
19001163 63030 Program Supplies	100	450	206.88	.00	.00	243.12	46.0%
19001163 63040 Security Deposit Re	0	500	.00	.00	.00	500.00	0.0%
19001163 63050 Employer Contr. SSI	219	517	200.07	82.18	.00	316.93	38.7%
TOTAL Ellis Camps	-636	-1,673	-5,164.14	780.53	.00	3,491.14	308.7%
19001164 Ellis Riding Lessons							
19001164 42250 Revenue	-56,817	-57,817	-57,230.00	-4,846.00	.00	-587.00	99.0%*

FOR 2021 09

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19001164 42860 Donations	-200	-200	.00	.00	.00	-200.00	0%*
19001164 51160 Salaries - Part Tim	37,638	37,638	34,725.40	4,834.50	.00	2,912.60	92.3%
19001164 63000 Animal Care & Suppl	8,100	9,200	5,853.46	.00	.00	3,346.54	63.6%
19001164 63010 Horse Acquisition &	0	0	1,500.00	.00	.00	-1,500.00	100.0%*
19001164 63020 Vet & Farrier	8,500	9,000	3,560.00	380.00	.00	5,440.00	39.6%
19001164 63040 Security Deposit Re	0	1,000	105.00	.00	.00	895.00	10.5%
19001164 63050 Employer Contr. SSI	4,936	4,936	3,211.08	430.92	.00	1,724.92	65.1%
TOTAL Ellis Riding Lessons	2,157	3,757	-8,275.06	799.42	.00	12,032.06	-220.3%
19001165 Ellis Birthday Parties							
19001165 42250 Revenue	-4,226	-4,226	-3,963.00	-442.00	.00	-263.00	93.8%*
19001165 51160 Salaries - Part Tim	4,676	4,676	5,766.80	256.50	.00	-1,090.80	123.3%*
19001165 63030 Program Supplies	200	300	166.30	.00	.00	133.70	55.4%
19001165 63050 Employer Contr. SSI	622	622	719.99	26.33	.00	-97.99	115.8%*
TOTAL Ellis Birthday Parties	1,272	1,372	2,690.09	-159.17	.00	-1,318.09	196.1%
19001166 Ellis Public Programs							
19001166 42250 Revenue	-1,742	-1,742	-2,536.00	-543.00	.00	794.00	145.6%
19001166 51160 Salaries - Part Tim	2,015	2,015	761.00	471.50	.00	1,254.00	37.8%
19001166 63020 Vet & Farrier	500	500	.00	.00	.00	500.00	.0%
19001166 63050 Employer Contr. SSI	304	304	96.48	63.59	.00	207.52	31.7%
19001166 68570 Volunteer Expense	0	150	.00	.00	.00	150.00	.0%
TOTAL Ellis Public Programs	1,077	1,227	-1,678.52	-7.91	.00	2,905.52	-136.8%
19001167 Ellis Sunrise Center							
19001167 42250 Revenue	-21,385	-23,360	-18,940.00	-1,950.00	.00	-4,420.00	81.1%*
19001167 51160 Salaries - Part Tim	17,000	17,000	10,086.21	376.50	.00	6,913.79	59.3%
19001167 63000 Animal Care & Suppl	1,200	1,200	925.75	.00	.00	274.25	77.1%
19001167 63050 Employer Contr. SSI	2,260	2,260	1,063.81	50.96	.00	1,196.19	47.1%
TOTAL Ellis Sunrise Center	-925	-2,900	-6,864.23	-1,522.54	.00	3,964.23	236.7%
19001168 Ellis Weddings							
19001168 42250 Revenue	-7,625	-12,190	-12,350.00	-3,850.00	.00	160.00	101.3%

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ACCOUNTS FOR:	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
1900 Forest Preserve							
19001168 43450 Security Deposit Re	-7,300	-7,300	-11,575.00	-2,200.00	.00	4,275.00	158.6%
19001168 51160 Salaries - Part Tim	1,452	1,452	1,177.95	373.25	.00	274.05	81.1%
19001168 63040 Security Deposit Re	4,200	7,400	2,075.00	.00	.00	5,325.00	28.0%
19001168 63050 Employer Contr. SSI	111	111	128.66	47.04	.00	-17.66	115.9%*
19001168 63070 Refuse Pickup	1,600	1,700	1,212.90	.00	.00	487.10	71.3%
TOTAL Ellis Weddings	-7,562	-8,827	-19,330.49	-5,629.71	.00	10,503.49	219.0%
19001169 Ellis Other Rentals							
19001169 42250 Revenue	-2,100	-2,100	-2,595.00	.00	.00	495.00	123.6%
19001169 43450 Security Deposit Re	-2,300	-2,300	-1,925.00	.00	.00	-375.00	83.7%*
19001169 51160 Salaries - Part Tim	1,452	1,452	.00	.00	.00	1,452.00	.0%
19001169 63040 Security Deposit Re	300	300	1,000.00	.00	.00	-700.00	333.3%*
19001169 63050 Employer Contr. SSI	111	111	.00	.00	.00	111.00	.0%
TOTAL Ellis Other Rentals	-2,537	-2,537	-3,520.00	.00	.00	983.00	138.7%
19001170 Ellis 5K							
19001170 42250 Revenue	-250	-250	-250.00	.00	.00	.00	100.0%
TOTAL Ellis 5K	-250	-250	-250.00	.00	.00	.00	100.0%
19001171 Hoover							
19001171 42250 Revenue	-5,052	-5,052	-5,000.00	-500.00	.00	-52.00	99.0%*
19001171 51160 Salaries - Part Tim	23,697	15,584	10,772.88	1,381.64	.00	4,811.12	69.1%
19001171 51390 Salaries - Full Tim	43,949	43,949	30,868.87	3,380.70	.00	13,080.13	70.2%
19001171 62270 Utilities	4,555	4,600	3,045.00	.00	.00	1,555.00	66.2%
19001171 63040 Security Deposit Re	2,000	6,617	4,842.25	962.50	.00	1,774.75	73.2%
19001171 63050 Employer Contr. SSI	11,075	9,728	6,152.16	666.89	.00	3,575.84	63.2%
19001171 63060 ER Contr Health/Den	9,617	9,617	8,432.15	762.75	.00	1,184.85	87.7%
19001171 63090 Natural Gas	5,700	5,750	4,680.36	361.83	.00	1,069.64	81.4%
19001171 63100 Electric	13,950	13,950	10,877.26	920.69	.00	3,072.74	78.0%
19001171 63110 Shop Supplies	3,000	3,000	1,939.37	.00	.00	1,060.63	64.6%
19001171 63120 Building Maintenanc	4,000	5,000	5,314.75	665.00	.00	-314.75	106.3%*
19001171 66500 Miscellaneous Expen	1,000	1,000	.00	.00	.00	1,000.00	.0%



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1900 Forest Preserve

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19001171 68580 Grounds and Mainten	4,000	4,000	2,707.54	900.00	.00	1,292.46	67.7%
TOTAL Hoover	121,491	117,743	84,632.59	9,502.00	.00	33,110.41	71.9%
19001172 Hoover Bunkhouse							
19001172 42250 Revenue	-11,370	-11,370	-6,399.00	-1,045.00	.00	-4,971.00	56.3%*
19001172 43450 Security Deposit Re	-2,000	-2,000	-800.00	-700.00	.00	-1,200.00	40.0%*
19001172 51160 Salaries - Part Tim	11,848	7,792	5,389.91	690.87	.00	2,402.09	69.2%
19001172 51390 Salaries - Full Tim	21,975	21,975	15,547.72	1,690.36	.00	6,427.28	70.8%
19001172 63050 Employer Contr. SSI	5,537	4,864	3,076.39	333.45	.00	1,787.61	63.2%
19001172 63060 ER Contr Health/Den	4,808	4,808	4,216.04	381.37	.00	591.96	87.7%
TOTAL Hoover Bunkhouse	30,798	26,069	21,031.06	1,351.05	.00	5,037.94	80.7%
19001173 Hoover Campsite							
19001173 42250 Revenue	-1,655	-1,655	-3,160.00	-615.00	.00	1,505.00	190.9%
19001173 51160 Salaries - Part Tim	5,924	3,896	2,695.60	345.39	.00	1,200.40	69.2%
19001173 51390 Salaries - Full Tim	10,987	10,987	7,773.69	845.16	.00	3,213.31	70.8%
19001173 63050 Employer Contr. SSI	2,769	2,432	1,538.17	166.71	.00	893.83	63.2%
19001173 63060 ER Contr Health/Den	2,405	2,405	2,108.05	190.69	.00	296.95	87.7%
TOTAL Hoover Campsite	20,430	18,065	10,955.51	932.95	.00	7,109.49	60.6%
19001174 Hoover Meadowhawk Lodge							
19001174 42250 Revenue	-10,337	-10,337	-11,565.00	-735.00	.00	1,228.00	111.9%
19001174 43450 Security Deposit Re	-4,617	-4,617	-4,277.50	-400.00	.00	-339.50	92.6%*
19001174 51160 Salaries - Part Tim	5,924	3,896	2,691.97	345.39	.00	1,204.03	69.1%
19001174 51390 Salaries - Full Tim	10,987	10,987	7,773.69	845.16	.00	3,213.31	70.8%
19001174 63050 Employer Contr. SSI	2,769	2,432	1,537.89	166.71	.00	894.11	63.2%
19001174 63060 ER Contr Health/Den	2,405	2,405	2,108.05	190.69	.00	296.95	87.7%
TOTAL Hoover Meadowhawk Lodge	7,131	4,766	-1,730.90	412.95	.00	6,496.90	-36.3%
19001175 Environmental Education							
19001175 42860 Donations	-500	-500	.00	.00	.00	-500.00	.0%*



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TOTAL Environmental Education	-500	-500	.00	.00	.00	-500.00	.0%
19001176 Environmental Education School							
19001176 42250 Revenue	-5,357	-5,357	-260.00	-110.00	.00	-5,097.00	4.9%*
19001176 51160 Salaries - Part Tim	10,000	10,000	369.35	.00	.00	9,630.65	3.7%
19001176 51390 Salaries - Full Tim	17,823	17,823	12,978.51	1,373.40	.00	4,844.49	72.8%
19001176 63050 Employer Contr. SSI	3,896	3,896	2,263.32	227.99	.00	1,632.68	58.1%
TOTAL Environmental Education Sch	26,362	26,362	15,351.18	1,491.39	.00	11,010.82	58.2%
19001177 Environmental Education Camps							
19001177 42250 Revenue	-17,620	-20,020	-34,860.00	.00	.00	14,840.00	174.1%
19001177 51160 Salaries - Part Tim	8,100	8,100	10,890.57	3,192.32	.00	-2,790.57	134.5%*
19001177 51390 Salaries - Full Tim	11,098	11,098	8,021.90	848.80	.00	3,076.10	72.3%
19001177 63030 Program Supplies	209	209	448.66	28.90	.00	-239.66	214.7%*
19001177 63040 Security Deposit Re	0	1,200	955.00	.00	.00	245.00	79.6%
19001177 63050 Employer Contr. SSI	2,538	2,538	2,343.05	415.49	.00	194.95	92.3%
TOTAL Environmental Education Cam	4,316	3,125	-12,200.82	4,485.51	.00	15,325.82	-390.4%
19001178 Environmental Educ. Natrl Beg.							
19001178 42250 Revenue	-97,194	-110,000	-93,426.22	-5,135.00	.00	-16,573.78	84.9%*
19001178 42860 Donations	-800	-800	.00	.00	.00	-800.00	.0%*
19001178 51160 Salaries - Part Tim	52,935	52,935	40,159.45	1,669.35	.00	12,775.55	75.9%
19001178 51390 Salaries - Full Tim	29,981	29,981	20,789.13	2,313.00	.00	9,191.87	69.3%
19001178 63030 Program Supplies	1,000	2,000	941.45	.00	.00	1,058.55	47.1%
19001178 63040 Security Deposit Re	0	3,500	810.00	.00	.00	2,690.00	23.1%
19001178 63050 Employer Contr. SSI	11,575	11,575	8,542.27	646.14	.00	3,032.73	73.8%
TOTAL Environmental Educ. Natrl B	-2,503	-10,809	-22,183.92	-506.51	.00	11,374.92	205.2%
19001179 Environ. Educ. Other Pblc Prg							
19001179 42250 Revenue	-12,589	-17,435	-20,847.00	-5,470.00	.00	3,412.00	119.6%



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19001179	51160 Salaries - Part Tim	5,794	7,150	4,780.76	207.00	.00	2,369.24	66.9%
19001179	51390 Salaries - Full Tim	3,030	3,030	2,051.38	231.84	.00	978.62	67.7%
19001179	63030 Program Supplies	250	250	80.88	.00	.00	169.12	32.4%
19001179	63040 Security Deposit Re	0	1,000	810.00	.00	.00	190.00	81.0%
19001179	63050 Employer Contr. SSI	690	690	769.61	54.33	.00	-79.61	111.5%*
TOTAL Environ. Educ. Other Pblc P		-2,825	-5,315	-12,354.37	-4,976.83	.00	7,039.37	232.4%
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19001180	Environ. Educ. Laws of Nature							
19001180	51160 Salaries - Part Tim	2,000	2,000	184.95	.00	.00	1,815.05	9.2%
19001180	51390 Salaries - Full Tim	1,187	1,187	989.63	90.84	.00	197.37	83.4%
19001180	63030 Program Supplies	100	100	27.06	.00	.00	72.94	27.1%
19001180	63050 Employer Contr. SSI	358	358	176.55	.00	.00	181.45	49.3%
TOTAL Environ. Educ. Laws of Natu		3,645	3,645	1,378.19	90.84	.00	2,266.81	37.8%
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19001181	Environmental Educ. Other							
19001181	51160 Salaries - Part Tim	0	0	145.75	.00	.00	-145.75	100.0%*
19001181	63050 Employer Contr. SSI	0	0	11.15	.00	.00	-11.15	100.0%*
TOTAL Environmental Educ. Other		0	0	156.90	.00	.00	-156.90	100.0%
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19001183	Grounds and Natural Resources							
19001183	42250 Revenue	-17,347	-24,596	-16,360.00	-16,150.00	.00	-8,236.00	66.5%*
19001183	42860 Donations	-1,950	-1,950	.00	.00	.00	-1,950.00	.0%*
19001183	42900 Picnic Fees and She	-2,625	-2,625	-3,805.00	-360.00	.00	1,180.00	145.0%*
19001183	42920 Preserve Improvement	-21,000	0	.00	.00	.00	.00	.0%
19001183	51160 Salaries - Part Tim	24,473	15,299	6,784.72	998.50	.00	8,514.28	44.3%
19001183	51390 Salaries - Full Tim	84,937	88,633	61,307.68	6,771.88	.00	27,325.32	69.2%
19001183	62160 Equipment	5,000	15,000	11,998.91	.00	.00	3,001.09	80.0%
19001183	62180 Gasoline / Fuel / O	13,050	13,100	5,827.34	.00	.00	7,272.66	44.5%
19001183	62400 Uniforms / Clothing	0	0	441.91	.00	.00	-441.91	100.0%*
19001183	63040 Security Deposit Re	0	0	50.00	.00	.00	-50.00	100.0%*
19001183	63050 Employer Contr. SSI	17,124	15,883	7,486.61	1,200.52	.00	8,396.39	47.1%
19001183	63060 ER Contr Health/Den	29,899	29,899	21,529.88	2,236.78	.00	8,369.12	72.0%





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ACCOUNTS FOR:  
1900 Forest Preserve

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
19001183 63070 Refuse Pickup	6,500	6,500	7,681.88	205.00	.00	-1,181.88	118.2%*
19001183 63090 Natural Gas	3,500	3,475	2,976.72	192.10	.00	498.28	85.7%
19001183 63110 Shop Supplies	1,000	4,150	3,681.50	207.26	.00	468.50	88.7%
19001183 63540 Telephones	11,750	11,750	6,774.04	.00	.00	4,975.96	57.7%
19001183 68530 Preserve Improvemen	0	250	540.86	.00	.00	-290.86	216.3%*
TOTAL Grounds and Natural Resourc	154,311	174,768	116,917.05	-4,697.96	.00	57,850.95	66.9%
<hr/>							
19001184 Pickerill - Pigott							
19001184 42900 Picnic Fees and She	-11,198	-12,584	-5,230.00	.00	.00	-7,354.00	41.6%*
19001184 63100 Electric	7,453	7,450	3,778.39	.00	.00	3,671.61	50.7%
TOTAL Pickerill - Pigott	-3,745	-5,134	-1,451.61	.00	.00	-3,682.39	28.3%
TOTAL Forest Preserve	0	-215,319	-251,771.85	-23,035.95	.00	36,452.85	116.9%
TOTAL REVENUES	-1,091,803	-1,339,883	-1,043,588.18	-92,962.74	.00	-296,294.82	
TOTAL EXPENSES	1,091,803	1,124,564	791,816.33	69,926.79	.00	332,747.67	

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ACCOUNTS FOR:  
 1901 FP Bond Proceeds 2007

190111 FP Bond Proceeds 2007

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
190111 41350 Interest Income	-200	135	-36.83	-17.37	.00	171.83	-27.3%
190111 61340 Transf. to Forest Pre	0	45	46.23	.00	.00	-1.23	102.7%*
190111 61360 Transf to FP OSLAD Gr	12,942	158,250	158,250.00	.00	.00	.00	100.0%
190111 61370 Transf. to Fox Rvr Bl	561,798	0	.00	.00	.00	.00	.0%
190111 61400 Trans to FP Capital P	0	393,698	393,698.00	.00	.00	.00	100.0%
190111 61410 Trnsf. to FRB Crplnd	0	54,313	54,313.00	.00	.00	.00	100.0%
190111 68640 Fiscal Agent Fee	3,500	0	.00	.00	.00	.00	.0%
TOTAL FP Bond Proceeds 2007	578,040	606,441	606,270.40	-17.37	.00	170.60	100.0%
TOTAL FP Bond Proceeds 2007	578,040	606,441	606,270.40	-17.37	.00	170.60	100.0%
TOTAL REVENUES	-200	135	-36.83	-17.37	.00	171.83	
TOTAL EXPENSES	578,240	606,306	606,307.23	.00	.00	-1.23	

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ACCOUNTS FOR:  
1902 FP Debt Service 2012

190211 FP Debt Service 2012

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
190211 41010 Current Property Tax	-430,500	-430,500	-247,859.03	-15,849.96	.00	-182,640.97	57.6%*
190211 41350 Interest Income	-1,300	-1,300	-217.68	-31.18	.00	-1,082.32	16.7%*
190211 68640 Fiscal Agent Fee	0	0	450.00	.00	.00	-450.00	100.0%*
190211 68650 Debt Service Interest	30,825	30,825	30,825.00	.00	.00	.00	100.0%
190211 68700 Debt Service Principa	385,000	385,000	385,000.00	.00	.00	.00	100.0%
TOTAL FP Debt Service 2012	-15,975	-15,975	168,198.29	-15,881.14	.00	-184,173.29	-1052.9%
TOTAL FP Debt Service 2012	-15,975	-15,975	168,198.29	-15,881.14	.00	-184,173.29	-1052.9%
TOTAL REVENUES	-431,800	-431,800	-248,076.71	-15,881.14	.00	-183,723.29	
TOTAL EXPENSES	415,825	415,825	416,275.00	.00	.00	-450.00	



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ACCOUNTS FOR:	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
1903 FP Debt Service 2015/2016/2017							
190311 FP Debt Service 2015/2016/2017							
190311 41010 Current Property Tax	-4,605,188	-4,605,188	-2,654,471.62	-169,746.74	.00	-1,950,716.38	57.6%*
190311 41350 Interest Income	-1,200	-1,200	-503.07	-104.26	.00	-696.93	41.9%*
190311 66500 Miscellaneous Expense	0	475	475.00	.00	.00	.00	100.0%
190311 68640 Fiscal Agent Fee	0	950	950.00	.00	.00	.00	100.0%
190311 68710 Dbt Srv 2015 Interest	355,018	355,018	355,017.50	.00	.00	.50	100.0%
190311 68720 Dbt Srv 2015 Principa	45,000	45,000	45,000.00	.00	.00	.00	100.0%
190311 68730 Dbt Srv 2016 Interest	294,188	294,188	294,187.50	.00	.00	.50	100.0%
190311 68740 Dbt Srv 2016 Principa	100,000	100,000	100,000.00	.00	.00	.00	100.0%
190311 68750 Dbt Srv 2017 Interest	627,625	627,625	627,625.00	.00	.00	.00	100.0%
190311 68760 Dbt Srv 2017 Principa	2,765,000	2,765,000	2,765,000.00	.00	.00	.00	100.0%
TOTAL FP Debt Service 2015/2016/2	-419,557	-418,132	1,533,280.31	-169,851.00	.00	-1,951,412.31	-366.7%
TOTAL FP Debt Service 2015/2016/2	-419,557	-418,132	1,533,280.31	-169,851.00	.00	-1,951,412.31	-366.7%
TOTAL REVENUES	-4,606,388	-4,606,388	-2,654,974.69	-169,851.00	.00	-1,951,413.31	
TOTAL EXPENSES	4,186,831	4,188,256	4,188,255.00	.00	.00	1.00	

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ACCOUNTS FOR:  
1904 FP Restricted Subat Fund

190411 FP Restricted Subat Fund

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
190411 41350 Interest Income	-8,570	-6,715	-320.03	-15.24	.00	-6,394.97	4.8%*
190411 62150 Contractual Services	40,000	40,000	.00	.00	.00	40,000.00	.0%
TOTAL FP Restricted Subat Fund	31,430	33,285	-320.03	-15.24	.00	33,605.03	-1.0%
TOTAL FP Restricted Subat Fund	31,430	33,285	-320.03	-15.24	.00	33,605.03	-1.0%
TOTAL REVENUES	-8,570	-6,715	-320.03	-15.24	.00	-6,394.97	
TOTAL EXPENSES	40,000	40,000	.00	.00	.00	40,000.00	



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ACCOUNTS FOR:	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
1905 OSLAD Grant							
190511 OSLAD Outdoor Rec. Acq.							
190511 40300 Transf. from FP Bnd P	-12,942	-158,250	-158,250.00	.00	.00	.00	100.0%
190511 42970 Grant Award	-158,250	-158,250	.00	.00	.00	-158,250.00	.0%*
190511 61420 Trnsf. to FP Capital	0	158,250	.00	.00	.00	158,250.00	.0%
190511 70040 Supplies	0	5,238	984.24	.00	.00	4,253.76	18.8%
190511 70050 Contractual Services	0	19,840	24,093.44	.00	.00	-4,253.44	121.4%*
190511 70060 Consultants	5,125	0	.00	.00	.00	.00	.0%
190511 70330 Construction	38,923	0	.00	.00	.00	.00	.0%
TOTAL OSLAD Outdoor Rec. Acq.	-127,144	-133,172	-133,172.32	.00	.00	.32	100.0%
TOTAL OSLAD Grant	-127,144	-133,172	-133,172.32	.00	.00	.32	100.0%
TOTAL REVENUES	-171,192	-316,500	-158,250.00	.00	.00	-158,250.00	
TOTAL EXPENSES	44,048	183,328	25,077.68	.00	.00	158,250.32	

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ACCOUNTS FOR:	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
1906 Forest Preserve Improvement							
190611 Forest Preserve Improvement							
190611 41350 Interest Income	-3,750	-29	-57.14	.00	.00	28.14	197.0%
190611 61300 Transf. to FP Bnd Prd	386,620	0	.00	.00	.00	.00	.0%
190611 61340 Transf. to Forest Pre	0	215,029	215,085.83	.00	.00	-56.83	100.0%*
190611 61400 Trans to FP Capital P	0	164,116	164,116.00	.00	.00	.00	100.0%
TOTAL Forest Preserve Improvement	382,870	379,116	379,144.69	.00	.00	-28.69	100.0%
TOTAL Forest Preserve Improvement	382,870	379,116	379,144.69	.00	.00	-28.69	100.0%
TOTAL REVENUES	-3,750	-29	-57.14	.00	.00	28.14	
TOTAL EXPENSES	386,620	379,145	379,201.83	.00	.00	-56.83	



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ACCOUNTS FOR: 1907	Forest Preserve Capital Exp.	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
190711	Forest Preserve Capital Exp.							
190711	40300 Transf. from FP End P	0	-393,698	-393,698.00	.00	.00	.00	100.0%
190711	40340 Transf fr Fox Rvt Blf	0	-30,000	.00	.00	.00	-30,000.00	.0%*
190711	40350 Transf. from Proj. Im	-624,255	-164,116	-164,116.00	.00	.00	.00	100.0%
190711	40370 Transf. from OSLAD Fu	0	-158,250	.00	.00	.00	-158,250.00	.0%*
190711	41350 Interest Income	-200	-200	-67.15	-8.81	.00	-132.85	33.6%*
190711	42490 Other Revenue	-5,000	-5,000	-17,849.64	.00	.00	12,849.64	357.0%*
190711	43430 Morton Arboretum USFS	0	-25,000	.00	.00	.00	-25,000.00	.0%*
190711	43440 Trail Improvement Esc	-23,177	0	.00	.00	.00	.00	.0%*
190711	43740 Land Acq. Grant ICECF	-170,800	0	.00	.00	.00	.00	.0%*
190711	43750 Preserve Improvements	-10,000	0	.00	.00	.00	.00	.0%*
190711	43760 Proj. Fund Deposit ID	-828,200	0	.00	.00	.00	.00	.0%*
190711	43770 ICECF K-12 Pollinator	0	-11,000	.00	.00	.00	-11,000.00	.0%*
190711	43780 ICECF Pilot Pollinator	0	-10,000	.00	.00	.00	-10,000.00	.0%*
190711	61430 Transfer to Land Cash	46,447	33,762	2,420.00	.00	.00	52,700.00	.0%
190711	62160 Equipment	0	33,762	20,801.39	.00	.00	12,960.61	61.6%
190711	66500 Miscellaneous Expense	210,214	0	.00	.00	.00	.00	.0%
190711	67410 Land / Right of Way A	0	380,590	8,994.05	.00	.00	371,595.95	2.4%
190711	68500 Project Fund Expenses	0	12,000	9,055.99	.00	.00	2,944.01	75.5%
190711	68510 ICECF K-12 Pollinator	0	20,000	.00	.00	.00	20,000.00	.0%
190711	68520 ICECF Pilot Pollinator	0	0	.00	.00	.00	.00	.0%
190711	68530 Preserve Improvements	1,488,485	0	.00	.00	.00	.00	.0%
190711	68590 Building Improvements	60,000	0	.00	.00	.00	.00	.0%
190711	68610 Morton Arboretum Land	0	25,000	12,285.84	.00	.00	12,714.16	49.1%
	TOTAL Forest Preserve Capital Exp	93,514	-239,450	-522,173.52	-8.81	.00	282,723.52	218.1%
19071171	Forest Preserve Capital Exp.							
19071171	62160 Equipment	9,000	0	.00	.00	.00	.00	.0%
19071171	68530 Preserve Improvemen	10,000	0	.00	.00	.00	.00	.0%
	TOTAL Forest Preserve Capital Exp	19,000	0	.00	.00	.00	.00	.0%
19071182	Forest Preserve Capital Exp.							
19071182	68300 Natural Areas Manag	92,000	0	.00	.00	.00	.00	.0%



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ACCOUNTS FOR:	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
1907 Forest Preserve Capital Exp.							
TOTAL Forest Preserve Capital Exp	92,000	0	.00	.00	.00	.00	.0%
TOTAL Forest Preserve Capital Exp	204,514	-239,450	-522,173.52	-8.81	.00	282,723.52	218.1%
TOTAL REVENUES	-1,711,632	-797,264	-575,730.79	-8.81	.00	-221,533.21	
TOTAL EXPENSES	1,916,146	557,814	53,557.27	.00	.00	504,256.73	

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ACCOUNTS FOR:	ORIGINAL	REVISED	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE	PCT
1908 Fox River Bluffs Access RTP Gr	APPROP	BUDGET				BUDGET	USED
190811 Fox River Bluffs Access RTP Gr							
190811 40300 Transf. from FP Bnd P	-44,375	0	.00	.00	.00	.00	.0%
190811 42970 Grant Award	-177,100	0	.00	.00	.00	.00	.0%
TOTAL Fox River Bluffs Access RTP	-221,475	0	.00	.00	.00	.00	.0%
TOTAL Fox River Bluffs Access RTP	-221,475	0	.00	.00	.00	.00	.0%
TOTAL REVENUES	-221,475	0	.00	.00	.00	.00	.0%

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ACCOUNTS FOR:  
1909 FP Fox River Bluffs Crop Conv.

190911 FP Fox River Bluffs Crop Conv.

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
190911 40300 Transf. from FP Bnd P	0	-54,313	-54,313.00	.00	.00	.00	100.0%
190911 42970 Grant Award	-30,000	-30,000	.00	.00	.00	-30,000.00	.0%*
190911 61300 Transf. to FP Bnd Prd	15,000	30,000	.00	.00	.00	30,000.00	.0%
190911 66500 Miscellaneous Expense	15,000	15,000	15,000.00	.00	.00	.00	100.0%
TOTAL FP Fox River Bluffs Crop Co	0	-39,313	-39,313.00	.00	.00	.00	100.0%
TOTAL FP Fox River Bluffs Crop Co	0	-39,313	-39,313.00	.00	.00	.00	100.0%
TOTAL REVENUES	-30,000	-84,313	-54,313.00	.00	.00	-30,000.00	
TOTAL EXPENSES	30,000	45,000	15,000.00	.00	.00	30,000.00	

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ACCOUNTS FOR:  
1910 FP Land Cash

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
191011 FP Land Cash							
191011 40380 Trnsfr. fr Capital Fu	0	-52,700	.00	.00	.00	-52,700.00	.0%*
191011 42490 Other Revenue	-32,000	0	.00	.00	.00	.00	.0%
191011 42910 Land Cash	0	-157,514	-157,514.00	.00	.00	.00	100.0%
191011 42970 Grant Award	0	-136,640	.00	.00	.00	-136,640.00	.0%*
191011 61300 Transf. to FP Bnd Prd	189,514	0	.00	.00	.00	.00	.0%
191011 67410 Land Acquisition	0	210,214	2,000.00	.00	.00	208,214.00	1.0%
TOTAL FP Land Cash	157,514	-136,640	-155,514.00	.00	.00	18,874.00	113.8%
TOTAL FP Land Cash	157,514	-136,640	-155,514.00	.00	.00	18,874.00	113.8%
TOTAL REVENUES	-32,000	-346,854	-157,514.00	.00	.00	-189,340.00	
TOTAL EXPENSES	189,514	210,214	2,000.00	.00	.00	208,214.00	

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ACCOUNTS FOR:	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
1911 FP Liability Insurance Fund							
191111 FP Liability Insurance Fund							
191111 68990 Claims	25,000	25,000	2,138.90	2,138.90	.00	22,861.10	8.6%
TOTAL FP Liability Insurance Fund	25,000	25,000	2,138.90	2,138.90	.00	22,861.10	8.6%
TOTAL FP Liability Insurance Fund	25,000	25,000	2,138.90	2,138.90	.00	22,861.10	8.6%
TOTAL EXPENSES	25,000	25,000	2,138.90	2,138.90	.00	22,861.10	

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ACCOUNTS FOR:	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
1912 FP Series 2021 Bond Proceeds							
191211 FP Series 2021 Bond Proceeds							
191211 43790 Bond Proceeds	0	0	-1,242,979.09	.00	.00	1,242,979.09	100.0%
TOTAL FP Series 2021 Bond Proceed	0	0	-1,242,979.09	.00	.00	1,242,979.09	100.0%
TOTAL FP Series 2021 Bond Proceed	0	0	-1,242,979.09	.00	.00	1,242,979.09	100.0%
TOTAL REVENUES	0	0	-1,242,979.09	.00	.00	1,242,979.09	



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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
GRAND TOTAL	595,217	-154,159	343,788.78	-206,670.61	.00	-497,947.78	-223.0%

\*\* END OF REPORT - Generated by Latreese Caldwell \*\*

# **KENDALL COUNTY FOREST PRESERVE DISTRICT EMPLOYEE HANDBOOK**

**Draft: September 1, 2021**





# **EMPLOYEE HANDBOOK**

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## **CHAPTER 5 EMPLOYEE SAFETY AND WELLNESS**

### **Section 5.1            SAFETY**

Safety is a priority at the KCFPD. The KCFPD is committed to providing a safe workplace for its employees and all visitors to the workplace.

Supervisors and other staff personnel at all levels of the Kendall County Forest Preserve District work force are directed to make safety a matter of continuing concern, equal in importance with all other operational considerations.

Each employee is required to develop and exercise safe work habits in the course of their employment, to prevent injuries to themselves, their fellow employees and to conserve KCFPD property and equipment, this includes but is not limited to wearing reasonably necessary safety equipment, following safety protocols, following manufacturer instructions for equipment and machinery, and using common sense. Safety adherence will be considered as an important measure of supervisory and employee performance evaluation.

An employee should report all safety incidents and concerns (including any injury, near injury or unsafe condition) promptly to their immediate supervisor and the Executive Director.

Should an employee incur a job-related injury or illness, the Executive Director or employee's immediate supervisor should be notified immediately. Job related injuries should be reported in accordance with section 5.2, herein. The failure of an employee to report an on-the-job injury or illness shall be deemed to be grounds for disciplinary action up to and including discharge.

### **Section 5.2            PREVENTING AND REPORTING WORKPLACE VIOLENCE**

Employees shall not engage in any violent behavior while on Kendall County and/or KCFPD property; while the employee is performing their assigned job duties; while the employee is on compensated time; and while the employee is attending KCFPD-sponsored events in their official capacity. The following are examples of violent behavior that are prohibited by this policy:

- Physical restraint or confinement;
- Assault;
- Battery;
- Stalking;
- Sexual assault/abuse
- Intentionally endangering the safety of another person; and
- Violent destruction of property.

Employees who exhibit or threaten violent behavior in the workplace will be subject to disciplinary action up to and including termination. Any employee who becomes aware of violent behavior or the threat of violent behavior (whether by another employee or by any other person) shall inform his or her immediate supervisor immediately. Supervisors are directed to report all reports of violent behavior or threats of violent behavior immediately to the Executive Director who will conduct a prompt and thorough investigation. If the employee's complaint of violence is against the Executive Director, the employee should direct their complaint in writing to the KCFPD Board of Commissioners who will conduct a prompt and thorough investigation. If the employee's complaint of violence is against the KCFPD Board of Commissioners, the employee should direct their complaint in writing to the Kendall County State's Attorney Office who will conduct a prompt and thorough investigation. The KCFPD takes all reports of violent behavior seriously, and will take appropriate action to investigate complaints and/or report complaints of violent behavior to law enforcement as appropriate.

**Employees and supervisors are directed to immediately contact law enforcement if the employee believes that a crime has been committed and/or the employee believes there is a threat of imminent physical danger.**

**Section 5.3                    POLICY PROHIBITING CONCEALED FIREARMS IN THE  
WORKPLACE**

The KCFPD seeks to protect the safety of employees, interns, volunteers, visitors and citizens of Kendall County. In recognition of the Illinois Firearm Concealed Carry Act (430 ILCS 66), the KCFPD adopts the following policy:

**A.     DEFINITIONS:**

For purposes of this policy, the following terms shall have the following meanings unless expressly stated otherwise in this policy:

1.     Employee: shall mean all persons performing work for the KCFPD in any job classification, including but not limited to, full-time employees, part-time employees, temporary employees, seasonal employees, probationary employees, contractual employees, student learners, interns and volunteers. This definition shall not include, for purposes of this policy, law enforcement officers who are specifically authorized by law to carry a firearm or any other employee specifically authorized by law, other than pursuant to the Illinois Firearm Concealed Carry Act, to carry a firearm.
  
2.     Prohibited Areas: shall have the same definition as is set forth in the Illinois Firearm Concealed Carry Act. 430 ILCS 66/65 which includes the following:

- i. Any building, real property, and parking area under the control of a public or private elementary or secondary school;
- ii. Any building, real property, and parking area under the control of a pre-school or child care facility, including any room or portion of a building under the control of a pre-school or child care facility. (Nothing in this paragraph shall prevent the operator of a child care facility in a family home from owning or possessing a firearm in the home or license under this Act, if no child under child care at the home is present in the home or the firearm in the home is stored in a locked container when a child under child care at the home is present in the home.)
- iii. Any building, parking area, or portion of a building under the control of any officer of the executive or legislative branch of government, providing that nothing in this paragraph shall prohibit a licensee from carrying a concealed firearm onto the real property, bikeway, or trail in a park regulated by the Department of Natural Resources or any other designated public hunting area or building where firearm possession is permitted as established by the Department of Natural Resources under Section 1.8 of the Wildlife Code.
- iv. Any building designated for matters before a circuit court, appellate court, or the Supreme Court, or any building or portion of a building under the control of the Supreme Court.
- v. Any building or portion of a building under the control of a unit of local government.
- vi. Any building, real property, and parking area under the control of an adult or juvenile detention or correctional institution, prison, or jail.
- vii. Any building, real property, and parking area under the control of a public or private hospital or hospital affiliate, mental health facility, or nursing home.
- viii. Any bus, train or form of transportation paid for in whole or in part with public funds, and any building, real property and parking area under the control of a public transportation facility paid for in whole or in part with public funds.
- ix. Any building, real property, and parking area under the control of any establishment that serves alcohol on its premises, if more than 50% of the establishment's gross receipts within the prior 3 months is from the sale of alcohol. The owner of an establishment who knowingly fails to prohibit concealed firearms on its premises as provided in this

paragraph or who knowingly makes a false statement or record to avoid the prohibition on concealed firearms under this paragraph is subject to the penalty under subsection (c-5) of Section 10-1 of the Liquor Control Act of 1934.

- x. Any public gathering or special event conducted on property open to the public that requires the issuance of a permit from the unit of local government, provided this prohibition shall not apply to a licensee who must walk through a public gathering in order to access his or her residence, place of business or vehicle.
- xi. Any building or real property that has been issued a Special Event Retailer's license as defined in Section 1-3.17.1 of the Liquor Control Act during the time designated for the sale of alcohol by the Special Event Retailer's license, or a Special use permit license as defined in subsection (q) of Section 5-1 of the Liquor Control Act during the time designated for the sale of alcohol by the Special use permit license.
- xii. Any public playground.
- xiii. Any public park, athletic area, or athletic facility under the control of a municipality or park district, provided nothing in this Section shall prohibit a licensee from carrying a concealed firearm while on a trail or bikeway if only a portion of the trail or bikeway includes a public park.
- xiv. Any real property under the control of the Kendall County Forest Preserve District.
- xv. Any building, classroom, laboratory, medical clinic, hospital, artistic venue, athletic venue, entertainment venue, officially recognized university-related organization, property, whether owned or leased, any real property, including parking areas, sidewalks, and common areas under the control of a public or private community college, college or university.
- xvi. Any building, real property, or parking area under the control of a gaming facility licensed under the Riverboat Gambling Act or the Illinois Horse Racing Act of 1975, including an inter-track wagering location licensee.
- xvii. Any stadium, arena, or the real property or parking area under the control of a stadium, arena, or any collegiate or professional sporting event.



- xviii. Any building, real property, or parking area under the control of a public library.
- xix. Any building, real property, or parking area under the control of an airport.
- xx. Any building, real property, or parking area under the control of an amusement park.
- xxi. Any building, real property, or parking area under the control of a zoo or museum.
- xxii. Any street, driveway, parking area, property, building, or facility, owned, leased, controlled, or used by a nuclear energy, storage, weapons, or development site or facility regulated by the federal Nuclear Regulatory Commission. The licensee shall not under any circumstance store a firearm or ammunition in his or her vehicle or in any compartment or container within a vehicle located anywhere in or on the street, driveway, parking area, property, building, or facility described in this paragraph.
- xxiii. Any area where firearms are prohibited under federal law.

- 3. Case: shall have the same definition as is set forth in the Illinois Firearm Concealed Carry Act, which includes a glove compartment or console that completely encloses the concealed firearm and ammunition, the trunk of the vehicle, or a firearm carrying box, shipping box or other container.

**B. PROHIBITED CONDUCT:**

Employees shall not carry or possess firearms in any of the following areas, regardless of any license or permit that an individual may have, which would otherwise authorize the individual to carry firearms:

- i. In any building, portion of a building or real property controlled by the KCFPD;
- ii. At any work location controlled by the KCFPD;
- iii. In any vehicle owned, leased or under the control of the KCFPD;
- iv. At any time or in any area other than the employee's residence that is associated with the employee's work with the KCFPD;
- v. At any time, other than when the employee is working from home while the employee is acting within the scope and course of his/her employment with the KCFPD;
- vi. In any Prohibited Area; and
- vii. In any area where firearms are prohibited under federal law.

Employees are also prohibited from carrying a firearm on or into one of the above identified areas while acting within the course and scope of their employment.

**C. FIREARM STORAGE:**

Any employee who does not possess a valid license to carry a concealed firearm is prohibited from bringing a firearm onto a parking lot owned, leased or under the control of the KCFPD and/or Kendall County.

An employee with a valid license to carry a concealed weapon who chooses to carry a concealed weapon while driving to and from work and park in a parking lot owned, leased or under the control of the KCFPD and/or Kendall County must store his or her firearm or ammunition concealed in a case within a locked vehicle or locked container out of plain view within the vehicle in the parking area.

An employee with a valid license to carry a concealed weapon may carry a concealed weapon within a prohibited parking lot area only for the limited purpose of storing or retrieving a firearm within the vehicle's trunk, provided the licensee ensures the concealed firearm is unloaded prior to exiting the vehicle.

An employee with a valid license to carry a concealed firearm must make certain that the firearm is properly stored in accordance with this policy and Illinois law prior to acting in the course and scope of his or her employment.

**D. POLICY VIOLATIONS:**

Any employee who violates this policy is subject to discipline up to and including termination of employment, and shall be considered as acting outside the scope and course of his or her duties and/or employment. The KCFPD will not defend or indemnify any employee for an act or omission in violation of this policy.

**Section 5.4 DRUG AND ALCOHOL USE/ABUSE POLICY**

**A. SCOPE:**

This policy applies to all employees, interns and volunteers of the Kendall County Forest Preserve District (shall herein be referred to collectively as "employees" for purposes of this policy only) while on the job and to situations where an employee's off-the-job or off-premises conduct impairs work performance or undermines the public confidence in, or harms the reputation of the Kendall County Forest Preserve District. This policy shall also apply to all candidates for employment with the Kendall County Forest Preserve District who have been given conditional offers of employment. Such persons are responsible to be familiar with and comply with this policy.

The provisions of this policy are subject to any federal, state, or local laws that may prohibit or restrict their applicability, and testing for drugs and alcohol shall be conducted in accordance with and limited by such laws, notwithstanding any terms of this policy to the contrary. No part of this policy, nor any of the procedures hereunder, guarantees employment, continued employment, or terms or conditions of employment or limits in any way Kendall County Forest Preserve District's right to manage the workplace and/or discipline employees of the Kendall County Forest Preserve District.

## **B. DEFINITIONS:**

For purposes of this policy only, the following definitions shall apply:

1. **Drug**: includes any and all of the following:
  - a. Any controlled substance as defined in the Illinois Controlled Substances Act (720 ILCS 570/100 *et seq.*);
  - b. Cannabis as defined in Section 1-10 of the Illinois Cannabis Regulation and Tax Act and Section 3(a) of the Illinois Cannabis Control Act;
  - c. A prescription drug prescribed to the employee but is not taken in accordance with the prescription given to the employee;
  - d. A prescription drug for which the employee has no valid prescription; and
  - e. Over-the-counter medications not used in accordance with product and/or physician instructions.
  - f. Cannabidiol or CBD and hemp products. CBD and hemp products are widely used for pain relief, anxiety, inflammation and other conditions and can be found almost anywhere. The accessibility of CBD is misleading. CBD in its pure form does not contain THC, but until the production and marketing for CBD becomes regulated, employees must be aware that some CBD products may contain THC in varying amounts, despite packaging that indicates otherwise. An employee who uses CBD or CBD products who must submit to a drug test runs the risk of testing positive for THC.
2. **Alcohol**: includes all alcohol, spirits, wine, beer and alcoholic liquor as defined in Sections 1-3.01 through Section 1-3.05 of the Illinois Liquor Control Act (235 ILCS 5/1-3.01 *et seq.*)
3. **Kendall County Forest Preserve District property**: includes all land, buildings, structures, real property, parking lots, and means of transportation owned by, rented or leased by or to Kendall County Forest Preserve District.
4. **Safety sensitive function**: was defined by the United States Supreme Court as

any job function fraught with such risks of injury to others that even a momentary lapse of attention can have disastrous consequences. The category of safety sensitive functions includes job duties described as safety sensitive by applicable Federal Motor Carrier Safety Administration (FMCSA) or other applicable regulations, statutes, or case law.

**C. POLICIES:**

It is the responsibility of both KCFPD and the employee to maintain a healthy and efficient workforce free from the effects of drug and alcohol abuse. Consistent with this goal and in response to the requirements of the Illinois Drug Free Workplace Act (30 ILCS 580/1-11), KCFPD has developed the following Drug and Alcohol Policy:

1. KCFPD prohibits the following:
  - a. The possession, use, sale, transportation, distribution, manufacturing, and dispensing of drugs (including, but not limited to controlled substances and cannabis), drug paraphernalia, and/or alcohol, by anyone while on KCFPD property or while on business for the KCFPD, except in accordance with job duty requirements.
  - b. Being impaired or under the influence of drugs or alcohol away from KCFPD property, if such impairment or influence adversely affects the employee's work performance, the safety of the employee or others, or puts at risk the KCFPD's reputation.
  - c. Possession, use, solicitation for, or sale of drugs or alcohol away from KCFPD property, if such activity or involvement adversely affects the employee's work performance, the safety of the employee or others, or puts at risk the KCFPD's reputation.
2. It is the responsibility of all KCFPD employees to report to their immediate supervisor when reasonable suspicion exists that another employee is impaired or under the influence of drugs or alcohol while on KCFPD property and/or while on business for the KCFPD.
3. Any employee convicted of any criminal drug statute violation shall notify KCFPD and the employee's immediate supervisor of such conviction in writing no later than five (5) calendar days after such conviction, unless the conviction has been sealed, expunged or impounded under Section 5.2 of the Criminal Identification Act.
4. The KCFPD will not penalize an employee or applicant solely for (a) his/her status as a registered qualifying patient or registered designated caregiver under the Compassionate Use of Medical Cannabis Pilot Program Act or (b) the employee's

use of a prescription drug for which the employee has a valid prescription and for which the employee is taking the prescription drug in accordance with their doctor's instructions, unless failing to do so would put the KCFPD in violation of federal law or unless failing to do so would cause the KCFPD to lose a monetary or licensing-related benefit under federal law or rules. The KCFPD prohibits an employee's use and storage of medical cannabis on KCFPD property and/or while performing their assigned job duties for the KCFPD. The employee shall promptly notify Kendall Forest Preserve District and the employee's immediate supervisor (in writing, if possible) if (a) the employee is a registered qualifying patient/registered designated caregiver and the lawful use of the medical cannabis would affect the employee's ability to safely and effectively perform the duties of their job or (b) the employee is lawfully using a prescription drug for which the employee has a valid prescription and the lawful use of the prescription drug would affect the employee's ability to safely and effectively perform the duties of their job.

5. Effective January 1, 2020, the Illinois Cannabis Regulation and Tax Act will allow the recreational/non-medical use of cannabis in the State of Illinois. Section 10-50 of the Illinois Cannabis Regulation and Tax Act allows employers like KCFPD to adopt a "zero tolerance" policy. As such, the KCFPD hereby adopts a "zero tolerance" policy and states that employees are prohibited from:

- Being under the influence of recreational/non-medical use cannabis while on KCFPD property; while performing the employee's job duties; during compensated time; and/or while the employee is on call for the KCFPD;
- Using, selling, distributing, and/or possessing recreational/non-medical use cannabis while on KCFPD property; during compensated time; while performing the employee's job duties for the KCFPD; and/or while the employee is on call for the KCFPD, except in accordance with job duty requirements;
- Using recreational/non-medical use cannabis four (4) or fewer hours before performing job functions that may involve safety-sensitive duties;
- Reporting for duty or remaining on duty while under the influence of recreational/non-medical use cannabis;
- Using recreational/non-medical use cannabis during eight (8) hours following a work-related accident, or until undergoing a post-accident test; or
- Refusing to take a drug and alcohol test in accordance with the testing

procedures set forth below.

6. With respect to alcohol, the KCFPD hereby adopts a “zero tolerance” policy and states that employees are prohibited from:
  - Being under the influence of alcohol while on KCFPD property; while performing the employee’s job duties for the KCFPD; during compensated time; and/or while the employee is on call for the KCFPD;
  - Using, selling, distributing and/or possessing alcohol while on KCFPD property; while performing the employee’s job duties; during compensated time; and/or while the employee is on call for the KCFPD, except in accordance with job duty requirements;
  - Using alcohol four (4) or fewer hours before performing job functions that may involve safety-sensitive duties;
  - Reporting for duty or remaining on duty while under the influence of alcohol;
  - Using alcohol during eight (8) hours following a work-related accident, or until undergoing a post-accident test; or
  - Refusing to take a drug and alcohol test in accordance with the testing procedures set forth below.
7. Any alcohol and/or drug that could affect performance of job duties is prohibited. This includes the use of any drug, except by doctors’ prescription and only then if the doctor has advised the employee that the drug will not adversely affect the employee’s ability to safely perform their job duties. It is the employee’s responsibility to promptly inform (in writing, if possible) KCFPD and the employee’s immediate supervisor if the employee is taking an over-the-counter medication and/or lawfully prescribed medication that may affect the employee’s ability to safely and effectively perform the duties of their job.
8. An off-duty employee shall not drive a vehicle for work-related purposes, within two (2) hours after the employee has consumed any one or more of the following: alcohol, medical cannabis, recreational/non-medical use cannabis (effective January 1, 2020), a prescription medication/controlled substance for which the employee has a valid prescription and the employee’s prescribed medication/controlled substance impairs the off-duty employee’s physical and/or mental capacities, and/or any other drugs (as defined above in Section B(1) of this Policy).
9. Any employee who violates this policy may be subject to disciplinary action up to and including termination of employment.

10. If the employee's employment is not terminated as a result of the employee's violation of this policy, the employee may be required to enroll in a drug or alcohol counseling rehabilitation or assistance program (EAP) at the employee's expense. If any employee who is in need of the EAP refuses to cooperate and/or attend the EAP, such conduct may constitute grounds for immediate termination of employment. Also, any employee who violates this policy and/or any employee who participates in an EAP and then violates this policy for a second time may be subject to immediate termination of employment. Any employee who is required by this policy to satisfactorily participate in an EAP shall furnish to his or her supervisor written proof of the satisfactory completion of the EAP.

#### **D. PROCEDURES:**

To provide a safe drug and alcohol free working environment, the KCFPD shall:

1. Provide increased awareness through training, education and communication of the subject of alcohol and other drug abuse.
2. Recognize that there may be employees who have an alcohol, drug or stress problem and stand willing to assist in the resolution of that problem by encouraging employees to seek help through the Employee Assistance Program.
3. Cooperate with outside law enforcement agencies.
4. Conduct alcohol and drug testing in accordance with the Employee Testing Policy as set forth below.
5. Take any other actions deemed necessary and appropriate including, but not limited to, disciplinary action up to and including termination of employment.

#### **E. EMPLOYEE TESTING:**

Because the public has the absolute right to expect the KCFPD to work toward reducing the probability of accidents or incidents related to the misuse of alcohol or drugs the KCFPD requires the testing of employees and mandates an anti-drug and alcohol misuse prevention program.

1. **When Testing May Occur:** Employees working for the KCFPD may be required to submit to drug and alcohol testing, by breathalyzer test, urinalysis test and/or other appropriate drug and/or alcohol testing, in any one or more of the following situations:
  - Pre-employment for candidates that have received a contingent offer of employment for a safety-sensitive position;

- Post-accident;
- Reasonable suspicion;
- Return to duty, when an employee has violated the prohibited drug and alcohol standards.

For purposes of this policy, “post-accident” testing shall occur if the KCFPD has reasonable cause to believe an employee has an on-the-job injury that is considered recordable under OSHA guidelines (i.e., requiring medical treatment) as a result of being under the influence. The employee will also be required to undergo post-accident testing if required by FMCSA, Department of Transportation (DOT) or other applicable regulations. Anyone who suffers a reportable accident on KCFPD property and/or time must report it within one (1) hour or as soon as reasonably possible after the accident to his or her immediate supervisor or manager, so that proper action and or medical treatment may be provided. Failure to timely report any injury may be grounds for disciplinary action up to and including termination of employment. If a positive test result is received following a post-accident drug and or alcohol test, then the employee may be subject to disciplinary action up to and including termination of employment.

For purposes of this policy, “reasonable suspicion” means that the KCFPD’s representatives have observed and can describe specific symptoms of an employee while working that decrease or lessen his or her performance of the duties or tasks of the employee’s job position, including, but not limited to symptoms related to the employee’s speech, breath, physical dexterity, agility, coordination, demeanor, irrational or unusual behavior, negligence or carelessness in operating equipment or machinery, disregard for the safety of the employee or others, or involvement in an accident that results in serious damage to equipment or property, or carelessness that results in any injury to the employee or others, or detection of alcohol, drug and/or drug paraphernalia in the area where an employee has/had been working.

The following employees must first be given a reasonable opportunity to contest the basis of the suspected impairment before being subject to discipline based on a reasonable suspicion of impairment:

- A registered qualifying user of medical cannabis under the Compassionate Use of Medical Cannabis Pilot Program Act;
- An employee taking a prescription drug for which the employee has a valid prescription; and
- An employee that is under the influence or impaired by cannabis, but only if Illinois House Bill 1438 (also known as the “Illinois Cannabis Regulation and Tax Act”) is adopted into law in the State of Illinois after the effective date of



this Employee Handbook.

Upon receipt of a contingent offer of employment, candidates for safety-sensitive or security-sensitive positions may be subject to pre-employment drug testing. Individuals to whom a contingent offer is made whose pre-employment drug test returns positive for controlled substances and alcohol (as defined below in Section D 2. a and b of this Policy. (except with respect to legally prescribed drugs and over-the-counter medications) will be ineligible for employment and their contingent offer of employment may be revoked.

As KCFPD is a drug-free workplace, it reserves the right to conduct random testing on employees with safety-sensitive or security-sensitive job duties. The following positions include safety-sensitive or security-sensitive functions, and as such are subject to random testing:

No positions as of September 2021.

Where random testing is prohibited or restricted by applicable federal, state or local statute or regulation, or other legally-binding agreement, the KCFPD will conform to all applicable laws, regulations, and/or agreements notwithstanding the provisions of this policy.

## 2. **What Will Be Tested:**

a. **Controlled Substances:** Drug testing shall include, but is not limited to, testing of the following panel of drugs:

- Marijuana THC (metabolite)
- Cocaine, any form or derivative thereof
- Amphetamines (including methamphetamines)
- Opiates (including heroin, opium, etc.)
- Phencyclidine (PCP)

As of January 1, 2020, “under the influence” or “impaired” by cannabis shall be defined for purposes of this Drug and Alcohol Policy as having a tetrahydrocannabinol concentration of 5 nanograms or more in the employee’s whole blood or 10 nanograms or more in another bodily substance of the employee. Also, an employee found to have a tetrahydrocannabinol concentration of 2.5 nanograms or more in the employee’s whole blood or 5 nanograms or more in another bodily substance of the employee shall not perform nor be permitted to perform any job functions for at least 24 hours following the test result and may be subject to the same procedures as a positive test result, which may include disciplinary action, not to exclude

termination of employment.

- b. **Alcohol:** For purposes of this Employee Testing Policy, “under the influence of alcohol” shall be defined as breath alcohol test results with an alcohol concentration of 0.08% or above and shall be considered to be a positive test result. Also, an employee found to have an alcohol concentration of greater than 0.04% and less than 0.08% shall not perform, nor be permitted to perform any job functions for at least 24 hours following the test result and may be subject to the same procedures as a positive test result which may include disciplinary action, not to exclude termination of employment.
3. **Refusal To Test:** Refusal to submit to a required alcohol or drug test is prohibited. Refusal to submit to a test may result in the same procedures as a positive test result which may include disciplinary action, up to and including termination of employment. Refusal to submit to a test shall be defined as:
  - Failing to provide adequate samples for testing without medical reason;
  - Failing to show up at the testing site when instructed;
  - Engaging in conduct that obstructs the testing process; and/or
  - Failing to comply with any of the procedures set forth in this policy.
4. **Confidentiality:** The employee’s right to privacy will be respected, and the KCFPD shall keep the results of any testing strictly confidential to the extent required or permitted by applicable state and federal law. However, the KCFPD may use the results to decide upon an action to be taken towards an employee, or to the extent necessary, to defend its actions in any subsequent grievance, administrative proceeding or legal or other proceeding.
5. **Treatment:** An employee who voluntarily informs KCFPD that he/she has a drug or alcohol abuse problem and desires rehabilitation assistance may be granted a leave of absence, in accordance with the KCFPD’s Family and Medical Leave Act Policy, provided the employee is otherwise eligible for such leave pursuant to the Family and Medical Leave Act Policy. The sole purpose of such leave is to obtain the necessary rehabilitation assistance. The employee may be required to periodically provide proof that he/she is participating in an appropriate rehabilitation or after-care program. Any employee who returns to work after completion of a rehabilitation program and who subsequently violates this policy may be immediately discharged without regard to a request for further rehabilitation.
6. **EAP:** Employees who have questions about this policy should contact KCFPD. The KCFPD shall continue to provide employees with access to an EAP similar

to that which exists on the effective date of this Employee Testing Policy.

**7. Procedures For Testing:**

- a. An applicant or employee shall be required to submit to alcohol and/or drug testing at a time and place designated by the KCFPD Department Manager or Elected Official or their designee, or whenever in the sole opinion of the KCFPD or their designee, there is reasonable suspicion for such testing.
- b. In the event of testing for reasonable suspicion, the KCFPD or their designee shall provide the employee with notice of the basis for reasonable suspicion. In addition, the KCFPD Department Manager or Elected Official or their designee may require an employee to submit to alcohol and drug testing when an employee is involved in an on duty incident involving significant damage to property or personal injury to anyone. The KCFPD shall use only licensed clinical laboratories for such testing.
- c. All drug and alcohol tests will be conducted, reviewed and interpreted by professionally trained and certified technicians and/or medical review officers (MRO) who will follow a chain of custody, and other procedures prescribed by applicable state and federal laws, in order to ensure and confirm the accuracy of the test results. Test procedures shall conform to the NIDA Standards of the Federal Guidelines issued by the Department of Health and Human Services, Alcohol, Drug Abuse and Mental Health Administration. In the event there is a conflict between the procedures set forth in this policy and the NIDA standards, the NIDA standards shall control.
- d. In cases where an applicant or employee receives a negative-dilute test result, the applicant or employee may be required to re-take the test. If there is a second negative-dilute test result, it will be accepted as a negative test result.
- e. At the time of any urinalysis test, the employee may request that a blood sample be taken at the same time so that a blood test can be performed if the employee tests positive in the urinalysis test. If an employee tests positive in any such test, the test results shall be submitted to the KCFPD for appropriate action. A portion of the tested sample shall be retained by the laboratory so that the employee may arrange for a confirmatory test to be conducted by a licensed clinical laboratory of the employee's choosing and at the employee's expense.
- f. In cases where an employee is notified of a positive drug or alcohol test, the employee shall be removed from duty for up to 72 hours. The employee may request that the second sample of the split sample be tested, at their own expense. If the results of the second sample come back as negative, The KCFPD will reimburse the employee for the cost of the negative test.

- g. The employee shall have the right to dispute the administration of the test and/or the significance and accuracy of the test. Any such dispute shall be submitted in writing to the KCFPD.

**8. Positive Test Results:**

- a. If an applicant tests positive for drug(s) and/or alcohol in a test administered under this Policy, KCFPD Department Manager or Executive Director, in their sole discretion, may rescind any offer of employment made to the applicant.
- b. If an employee tests positive for drug(s) and/or alcohol in a test administered under this Policy, the KCFPD Department Manager or Executive Director, in their sole discretion, shall have the right to discipline the employee, up to and including termination.
- c. If an employee tests positive and is not terminated, the KCFPD Department Manger or Executive Director, in their sole discretion, reserves the right to offer participation in an approved alcohol rehabilitation or drug abuse assistance program, at the employee's cost, as an alternative to, or in conjunction with discipline. However, the employee must satisfactorily complete the program as a condition of continued employment. Upon the employee's return to work, the KCFPD, in their sole discretion, may require such employee to submit to a random urinalysis or other appropriate alcohol and/or drug tests during the twelve (12) month period following the date any employee tests positive in any test and returns to work. Any such random tests shall occur at times and places designated by the KCFPD. In the event such an employee tests positive again, the employee shall be immediately terminated.

**Section 5.5            NO SMOKING POLICY**

In accordance with Illinois law, the KCFPD prohibits smoking in the workplace or at any work site, while driving any vehicle owned or leased by the KCFPD and/or Kendall County, or while performing job duties on behalf of the KCFPD.

**Section 5.6            NO TOBACCO USE POLICY**

The KCFPD prohibits the use of tobacco products in the workplace or at any work site, while driving any vehicle owned or leased by the KCFPD and/or Kendall County, or while performing job duties on behalf of the KCFPD.

**Section 5.7            SAFE DRIVING POLICY**

The purpose of this policy is to ensure the safety of those individuals who drive personal

vehicles for the business of the KCFPD and to ensure the safety of their passengers and the public.

## **A. DRIVER RESPONSIBILITIES**

Employees must comply with all of the following responsibilities while driving a vehicle for the business of the KCFPD:

- All drivers must be authorized to drive for work purposes.
- The KCFPD reserves the right to review both the driver's license and MVR of all authorized drivers at any time. For positions which require driving as an essential job function, applicants may receive a conditional offer of employment, contingent upon the results of the MVR review.
- It is the driver's responsibility to operate the vehicle in a safe and lawful manner to prevent injuries and property damage.
- Drivers must have a valid driver's license and insurance for the type of vehicle to be operated, and must keep the license(s) with them at all times while driving. All CDL drivers must comply with all applicable D.O.T. regulations, including successful completion of medical, drug, and alcohol evaluations.
- All drivers and passengers must wear seat belts in accordance with state law.
- Employees must report all accidents, regardless of severity, to the police, to the employee's immediate supervisor and to Executive Director. Failing to stop after an accident and/or failure to report an accident may result in disciplinary action, including termination.
- Drivers must comply with all traffic laws. Distracted driving of any type is prohibited.
- It is the responsibility of all employees to report the loss, bond issuance, suspension and/or revocation of his/her driver's license immediately to the employee's immediate supervisor and the Executive Director.
- All traffic violations (including parking tickets), citations and fines incurred when driving for work purposes are the sole responsibility of the driver.
- Driving for work purposes while under the influence in violation of the KCFPD's Drugs and Alcohol Policy is forbidden and is sufficient cause for discipline, including termination.
- Drivers who perform safety sensitive functions must inform their immediate supervisor and the Kendall County KCFPD Board of Commissioners if taking any medications that may affect their ability to safely operate a vehicle for work purposes.

Employees required to use their own vehicle on KCFPD business must have auto insurance with at least the following coverage:

- \$20,000 for injury or death of one person in an accident;
- \$40,000 for injury or death of more than one person in an accident;

- ❑ \$15,000 for damage to property of another person

The defense and indemnity by the KCFPD will be, in all cases, secondary to the policy coverage mentioned above. It is the responsibility of each employee to maintain coverage as specified and by driving a vehicle while on the job, it is assumed that coverage is in force.

## **Section 5.8            PORTABLE ELECTRONIC DEVICES**

For purposes of this policy, “portable electronic devices” is any piece of lightweight, electrically powered equipment. These devices are typically consumer electronic devices capable of communications, data processing and/or utility. Examples range from handheld, lightweight electronic devices such as tablets, e-readers, and smartphones to small devices such as MP3 players, laptops, and personal gaming devices.

Employees are prohibited from using portable electronic devices when engaged in the following activities for the KCFPD and/or during compensated time:

- While driving or operating a moving vehicle unless a hands free device is used;
- While driving in a school zone or construction zone, even if a hands free device is used;
- While operating machinery;
- While working directly with horses;
- While in close proximity to moving equipment or machinery; and
- At any time when the use of a cell phone might place you or others at risk.

Employees are discouraged from conducting personal business on portable electronic devices during work hours. Personal use of portable electronic devices during work hours should be limited to emergency situations, during the employee’s break times and/or meal periods. Employees are expected to mute or lower the ring tone volume on their personal cell phones and other portable electronic devices during work hours so as not to disturb others. If personal use of a portable electronic device (including, but not limited to a cell phone) during work hours becomes necessary, employees are expected to exercise courtesy towards others in the workplace and to avoid being loud or disruptive. Frequent use of personal electronic devices for personal business may result in disciplinary action up to and including termination.

Portable electronic devices should not be used to transmit business communications unless it is sent or receiving using the Kendall County/KCFPD network, or using a secured access/virtual private network (VPN). No electronic documents/emails of the KCFPD shall be maintained on personal portable electronic devices. Also, any portable electronic devices that are used for KCFPD business must be password protected at all times, and they must also have the capability to remotely wipe all information in the event the portable electronic device is lost or stolen.

**Section 5.9**                    **EQUIPMENT/SUPPLIES**

The KCFPD provides equipment and supplies to assist employees in performing their work on behalf of the KCFPD. KCFPD-provided equipment and supplies are solely to be used for work purposes.

Employees must use all equipment safely and for its intended use and in accordance with manufacturer specifications. Employees are asked to conserve resources and use only those supplies necessary to perform their job.

The KCFPD prohibits the use of KCFPD equipment or supplies for personal use.

**Section 5.10**                    **ACCIDENT REPORTING POLICY**

Any employee who is injured while on duty (regardless of severity) shall report the injury to his/her immediate supervisor promptly both verbally and in writing with a completed Incident Report (form to be provided to the employee by the Executive Director and/or the Assistant Director ~~Human Resources, Accounting and Reservation Manager~~). The Incident Report shall include the following: the date, time, place injury occurred, how the injury occurred, the type of injury, the identity of any witnesses, and whether medical assistance was obtained. The report shall be submitted to the Executive Director by the end of the workday, if possible.

Any employee witnessing or receiving a report of an injury to a visitor shall verbally report the injury to the employee's supervisor immediately. The employee may also be required to complete a written Incident Report (form to be provided to the employee by the Executive Director and/or Assistant Director and provide it to the Executive Director by the end of the workday, if possible. The Assistant Director or the Executive Director should then provide a copy of all such paperwork to the KCFPD Board President.

Any accident involving the KCFPD's/County's property or vehicles or involving a privately owned vehicle being operated for the KCFPD's business shall be reported promptly to the employee's supervisor both verbally and in writing with a completed Incident Report (form to be provided to the employee by the Executive Director and/or Assistant Director). The Incident Report shall include the following: the date, time, place incident occurred, how the incident occurred, the identity of any witnesses, and the extent and type of damage, if applicable. The report shall be submitted to the Assistant Director or the Executive Director by the end of the workday, if possible. Employees are also required to notify law enforcement when appropriate.

**Section 5.11            WORKERS' COMPENSATION**

The safety and health of our employees is very important to the KCFPD. Despite our best efforts at prevention, accidents in the workplace can sometimes occur.

When an employee is injured in his or her scope of employment, the employee may be eligible for workers' compensation benefits.

An employee is required to report any and all injuries that occur or may have occurred while performing his or her job duties as soon as the employee is aware of the injury. The employee shall report such injuries to the employee's immediate supervisor, the District Executive Director and/or the Kendall County KCFPD Board of Commissioners and shall comply with the KCFPD's Accident Reporting Policy set forth above.

The KCFPD prohibits retaliation against any employee for reporting a workplace injury or filing a workers' compensation claim. Any employee that retaliates against another employee for making a good faith request for workers' compensation is subject to discipline up to and including termination of employment.



# CHAPTER 6

## DISCIPLINE AND SEPARATION PROCEDURES

### Section 6.1 DISCIPLINE AND CORRECTIVE ACTION

An employee is expected to abide by the policies in this Employee Handbook. Failure to do so will lead to appropriate disciplinary action. Documentation of policy violations is maintained in each individual personnel file. The following procedures relating to employee discipline and termination are meant to be a guide only. Employment with the KCFPD is at-will and may be terminated with or without cause and with or without notice. Employees who are in violation of the established policies, procedures, or practices of the KCFPD may be subject to corrective action. However, the KCFPD reserves the right to bypass any or all of these corrective action steps. The corrective action process may include any or all of the following:

#### A. **CORRECTIVE ACTION PROCESS**

##### 1. **Documented Verbal Counseling:**

This is typically an informal verbal counseling issued by immediate supervisor, explanation to the employee of which he did wrong and why it is important that the episode not be repeated. The immediate supervisor will then make a short written record of their conversation. The manager and employee will both initial the written record, and both will retain a copy of it. This record may become part of the employee's departmental Kendall County Forest Preserve District personnel file.

##### 2. **Written Warning:**

A department manager with prior approval, and Executive Director may issue a written warning. The written warning will normally identify the specific violation of policy, procedure, or practice; the date and nature of the infraction; the corrective action required to resolve the identified breach of policy, procedure or practice; and, if applicable, the timeframe in which the noted violation must be satisfactorily resolved.

The employee will be requested to sign verification of receipt of the written warning. Should the employee disagree with the basis for the warning, notation may be made by the employee directly on the written warning. The written warning will be maintained in the employee's file. If satisfactory resolution does not occur, the next step in the Corrective Action Process may be initiated.

##### 3. **Suspension:**

Suspension with or without pay may be issued for an egregious or persistent violations of policy/policies, procedure(s), or accepted practice(s). There may be circumstances where an employee may be suspended even if the employee has not received a prior

warning. The Executive Director or their designee will determine the length of the suspension by the severity of the violation.

**4. Dismissal:**

An egregious or persistent violation of policy/policies, procedure(s), or accepted practice(s) may result in an employee's dismissal. An employee is subject to dismissal even if the employee has not received a prior warning. The Executive Director renders all decisions regarding the dismissal of District employees.

**B. NON-EXHAUSTIVE LIST OF REASONS FOR CORRECTIVE ACTION**

**The following is a non-exhaustive list of reasons for which an employee may receive corrective action:**

1. Possessing firearms or other weapons on KCFPD property;
2. Fighting or assaulting another individual;
3. Threatening or intimidating others;
4. Engaging in any form of unlawful harassment, unlawful discrimination and/or sexual misconduct;
5. Violating the KCFPD's Drug and Alcohol Use/Abuse Policy;
6. Disclosing confidential information obtained during the course of employment;
7. Disseminating any other records or information obtained during the course of employment to any third party or to an employee's personal email accounts without the prior written approval of the employee's immediate supervisor and/or the KCFPD Board of Commissioners or his designee;
8. Falsifying or altering any record or report prepared, received and/or preserved by the KCFPD;
9. Stealing, destroying, defacing, or misusing County property, KCFPD property or another's property;
10. Refusing to follow management's instructions concerning a job-related matter or insubordination;
11. Failing to wear assigned safety equipment or failing to abide by safety rules and policies;
12. Smoking where prohibited by state law, local ordinance or KCFPD rules;
13. Using profanity or abusive language or engaging in any other conduct that shall put the KCFPD in a bad light with the public;
14. Sleeping on the job without authorization;
15. Gambling on KCFPD property and/or while the employee is on compensated time;
16. Wearing improper attire or having an inappropriate personal appearance;
17. Incompetence, negligence, inefficiency, or failure or inability to perform your assigned duties;

18. Abusiveness in employee's attitude or language, or in his conduct resulting in physical harm, injury, or unlawful harassment to employees of the County, employees of the KCFPD, or the public;
19. Conviction of a felony or any criminal misdemeanor set forth in Section 10-1-7 of the Illinois Compiled Statutes, which has not been sealed, expunged or impounded under Section 5.2 of the Criminal Identification Act;
20. Engaging in unprofessional conduct that puts the KCFPD in a bad light;
21. Causing damage to public property or waste of supplies through negligence or willful misconduct, or failure to take reasonable care of County property and/or the KCFPD's property;
22. Absence from scheduled work without prior authorization;
23. Claiming sick leave under false pretenses;
24. Absence without approved leave for a period of three (3) days (which may be considered to be a voluntary resignation), or a failure to report after leave of absence has expired or has been disapproved, revoked, or canceled by the employee's superior;
25. Work history shows excessive or chronic absenteeism. Excessive or chronic absenteeism shall be defined as any absence from work that is not otherwise accounted for with the use of approved vacation, sick/person leave, bereavement leave, jury duty, Family Medical Leave, IMRF Disability Leave, workers' compensation leaves, VESSA leave, military leave or any other approved leave of absence;
26. Violation of any policies and/or procedures for the KCFPD; and
27. Any other reason as determined by the employee's supervisor, the Executive Director and/or the KCFPD Board of Commissioners or his designee.

These grounds for discipline DO NOT constitute an exhaustive list of all the acts that may subject an employee to disciplinary action. No set of rules can cover all situations. The Executive Director and/or Kendall County KCFPD Board of Commissioners reserves the right to discipline and discharge employees for unacceptable conduct other than those prescribed herein.

## **Section 6.2            GRIEVANCE PROCEDURE**

A grievance is a non-probationary employee complaint arising from a situation that is contrary to regular and ordinary employment practices and falls in the following categories:

1. Safety
2. Working Conditions
3. Wages and Hours
4. Involuntary Termination

Employees have the right to a fair hearing on any request or complaint arising in the

course of employment. Each supervisor/department manager has an obligation to make every effort to resolve employee relation problems informally as they arise.

## **A. DEFINITIONS AND RULES FOR GRIEVANCE PROCEDURE**

Work days are considered to be Monday through Friday, exclusive of the KCFPD observed holidays.

A grievance filed by an employee of the KCFPD, except those of elected officials, shall be filed in accordance with provisions of this policy. An employee representative may be involved with and/or represent the employee at any step in the procedure.

If at any step in the grievance procedure the representative of the employer fails to respond within the time limits set forth, the employee may appeal the grievance to the next step within the time limits set forth. Time limits may be extended by mutual consent of both parties involved provided their decision has been communicated to the Executive Director.

The grievance committee shall consist of the KCFPD Board President, the Forest Preserve Vice-President and the Executive Director. If there is a conflict of interest or a member of the committee declines to sit on the committee, the KCFPD Board President shall appoint a KCFPD board member as a replacement.

## **B. GRIEVANCE FILING PROCEDURE**

These procedures are intended to encourage open communications between employees and their supervisors, and swift resolution.

### Step 1

The goal of swift resolution can best be achieved if employees will present their grievance verbally to their immediate supervisor. This should be done as soon as the cause for the grievance is known, but not later than five (5) workdays from the occurrence or circumstance. The immediate supervisor should respond verbally as soon as possible, but again no longer than five (5) workdays from receipt of the grievance. Many, if not most grievances, can be resolved swiftly in this informal manner.

### Step 2

If the grievance is not settled at Step 1, the employee may file a written grievance with the department manager, within five (5) workdays after the immediate supervisor's response in Step 1. The department manager and the supervisor shall discuss the grievance with the employee at a time mutually agreeable to the parties (within five (5) workdays). The department manager shall provide a written answer to the grievance with five (5) workdays following the meeting with the employee. If the department manager is the immediate supervisor referred to in Step 1, then the employee will proceed to Step 3 immediately.

### Step 3

If the grievance is not settled in Step 2 and the employee wishes to appeal the grievance further, the employee shall assume the responsibility of referring the written grievance within five (5) workdays of receiving the written response, to the KCFPD President, who shall call a Grievance Committee meeting. A meeting will be held between the Grievance Committee and the employee, the employee's representative (if applicable) and the immediate supervisor on a date agreeable to the parties not to exceed twenty-one (21) workdays after the grievance is presented to the committee. The Grievance Committee shall provide the employee with a written answer to the grievance within five (5) workdays following the meeting.

### **C. DECISION**

The decision of the Grievance Committee of the KCFPD Board shall be final.

### **D. ACCELERATED GRIEVANCE PROCEDURE OF SUSPENSION WITHOUT PAY**

In grievance cases involving suspension without pay, the employee may elect to follow the following "fast track" grievance procedure: Omit Step 1 and go immediately to Step 2 unless this department head was the one who took the action to suspend the employee without pay or terminate the employee involuntarily, then the employee shall proceed immediately to Step 3 and file the written grievance with KCFPD President.

## **Section 6.3            SEPARATION PROCEDURES**

### **A. EXIT INTERVIEW:**

Any time an employee permanently terminates employment with the Kendall County Forest Preserve District an exit interview may be scheduled with the Executive Director or his supervisor.

The employee is encouraged to provide input into matters directly associated with their employment with the Kendall County Forest Preserve District, such as discussing job satisfaction, training both in-house and outside, employee's impression of supervision, compensation and employee benefits, and general suggestions for improvement of the delivery of services to residents

### **B. RETURN OF PROPERTY:**

An employee leaving employment, whether through resignation, lay-off or dismissal, shall return any and all property in the employee's possession that the employee obtained

during his or her employment with the KCFPD including, but not limited to, uniforms, keys, equipment, identification cards, and documents.

**C. REINSTATEMENT:**

Employees who have resigned while in good standing may be rehired at the sole discretion of the Kendall County KCFPD Board of Commissioners. The conditions of rehire will be as a new employee and there shall be no carry forward of accrued service time, unless the rehire date occurs within ninety (90) calendar days after the employee's last day of employment. Employees who resign while awaiting disciplinary action or who are discharged may not be eligible for re-employment.

**D. EMPLOYEE REFERENCES:**

All requests for reference information about a current or former employee of the KCFPD should be referred to the District Executive Director and/or Kendall County KCFPD Board of Commissioners. It shall be the policy of the KCFPD that subjective or interpretive information about an employee's job performance will not be offered to those making reference inquiries. To the extent permitted by law, the KCFPD will only authorize the release of the following information:

- Job title
- General description of job responsibilities
- Length of employment (starting date, termination date)
- Final salary

Any other information provided will be considered a personal reference and the KCFPD will accept no responsibility for the information relayed.

## **CHAPTER 7 COMPENSATION AND BENEFITS**

### **Section 7.1      WAGE AND SALARY POLICY**

#### **A.      NON-EXEMPT EMPLOYEES**

The Fair Labor Standards Act (FLSA) is a federal law which requires that most employees in the United States receive at least the federal minimum wage for all hours worked and receive overtime pay, or alternatively for public employees, compensatory time off, at the rate of one and one-half hours for each hour worked over forty (40) in a workweek. Employees who are subject to minimum wage and overtime laws are called “non-exempt.” If you are eligible for overtime pay or compensatory time off, you must maintain a record of the total hours you work each day. All time sheets are reviewed and signed by the department manager and turned in every two weeks to the Human Resource Manager. The Executive Director and Human Resource Manager will review the hours on each time sheet and initiate a payroll voucher which is sent to the Payroll Manager in the Treasurer’s office. Employee time sheets are reviewed for any compensatory time or vacation – sick/personal hours taken during the payroll period and individual employee benefit sheets are updated accordingly.

You should not work any hours outside of your scheduled workday unless the department supervisor and/or Executive Director has authorized the unscheduled work in advance. Do not start early, finish late, work during a meal break, or perform any extra work unless you are authorized to do so in advance, and the time is reported on your time-keeping record. You are required to verify that the reported hours worked are complete and accurate and that you have not worked any “off-the-clock” or unrecorded time. Your recorded hours worked must accurately reflect all regular and overtime hours worked, any absences, early or late arrivals, early or late departures and meal breaks.

#### **B.      EXEMPT EMPLOYEES**

Section 13(a)(1) of the FLSA, however, provides an exemption from both minimum wage and overtime pay for employees employed as bona fide executive, administrative, professional and outside sales employees. Section 13(a)(1) and Section 13(a)(17) also exempt certain computer employees. Job titles do not determine exempt status. In order for an employee to qualify as “exempt” from minimum wage and overtime, an employee’s specific job duties and salary must meet all the requirements of the Department of Labor’s regulations. If you are classified as an exempt, salaried employee, you will receive a salary, which is intended to compensate you for all hours that you may work for the KCFPD. This salary will be set at the time of hire or whenever you become classified as an exempt employee. Your salary may be subject to review and modification from time to time, such as during salary review time.

Being paid on a “salary basis” means an employee regularly receives a predetermined amount of compensation on a weekly, or less frequent, basis. The predetermined amount

cannot be reduced because of variations in the quality or quantity of work. Subject to exceptions listed below, an exempt employee must receive the full salary for any workweek in which the employee performs any work, regardless of the number of days or hours worked. Exempt employees do not need to be paid for any workweek in which they perform no work. If the employer makes deductions from an employee's predetermined salary, i.e., because of the operating requirements of the business, that employee is not paid on a "salary basis." If the employee is ready, willing and able to work, deductions may not be made for time when work is not available.

Deductions from an exempt employee's pay are permissible under the following circumstances:

- When an exempt employee is absent from work for one or more full days for personal reasons other than sickness or disability;
- For absences of one or more full days due to sickness or disability if the deductions are made in accordance with a bona fide plan, policy or practice of providing compensation for salary lost due to illness;
- To offset the amount an employee receives as jury or witness fees or for military pay;
- For unpaid disciplinary suspensions of one or more full days imposed in good faith for workplace conduct rule infractions;
- In the initial or terminal week of employment in the event you work less than a full week;
- For penalties imposed in good faith for infractions of safety rules of major significance; and
- For weeks in which an exempt employee takes unpaid leave under the Family and Medical Leave Act.

An exempt employee's salary may also be reduced for certain types of deductions such as his or her portion of health, dental or life insurance premiums, state, federal or local taxes, social security, IMRF, etc.

Please note that you will be required to use accrued vacation, personal or other forms of paid time off for full or partial day absences for personal reasons, sickness or disability.

It is our policy to comply with the salary basis requirements of the FLSA. Therefore, we prohibit any member of management from making any improper deductions from the salaries of exempt employees. We want employees to be aware of this policy and that the Employer does not allow improper salary deductions that violate the FLSA.

### **C. ACCURATE TIME-KEEPING**

It is a violation of this policy for any employee to falsify a time-keeping record or to alter another employee's time-keeping record. It is a violation of the KCFPD's policy for an employee to instruct another employee to incorrectly or falsely report hours worked or alter another employee's time-keeping record to over- or under-report hours worked. If



any employee instructs you to violate this policy, do not do so. You are to report it immediately to your department manager and/or the Executive Director.

#### **D. REPORTING ERRORS OR IMPROPER DEDUCTIONS**

We make every effort to ensure that all of our employees are paid correctly. Occasionally, however, an inadvertent error can occur. Please review your paystub every pay period. If you find an error, please call it to our attention immediately by reporting it to the Executive Director and the Kendall County Treasurer's Office (who performs payroll functions for the KCFPD's employees). Also, if you believe that an improper deduction has been made from your wages, you should immediately report this to the Executive Director and the Kendall County Treasurer's Office. Reports of errors or improper deductions will be promptly investigated. If it is determined that an error or improper deduction has occurred, it will be promptly corrected and you will be promptly reimbursed for any improper deduction made. No employee will be retaliated against for reporting violations of this policy or for cooperating in an investigation of a reported violation.

### **Section 7.2 REIMBURSEMENT POLICY**

Pursuant to the Illinois Wage Payment and Collection Act, the KCFPD will reimburse an employee for all necessary expenditures or losses incurred by the employee within the employee's scope of employment and directly related to the services performed for the KCFPD. "Necessary expenditures" means all reasonable expenditures or losses required of the employee in the discharge of employment duties and that inure to the primary benefit of the KCFPD. However, the KCFPD is not responsible for losses due to an employee's own negligence, losses due to normal wear, or losses due to theft unless the theft was a result of the employer's negligence.

#### **A. REIMBURSABLE NECESSARY EXPENDITURES**

The following is a non-exhaustive list of expenditures that, depending on an employee's assigned job duties, may be authorized or required in writing by the Executive Director, and if so, could qualify as "necessary expenditures" subject to reimbursement pursuant to the terms and conditions of this policy:

- Membership fees in professional organizations, which are pre-approved in writing by the District Executive Director;
- Registration fees for required continuing education, which are pre-approved in writing by the District Executive Director;
- Registration fees for required business conferences and workshops, which are pre-approved in writing by the District Executive Director;
- Copying costs, which are pre-approved in writing by the District Executive Director;
- Postage costs, which are pre-approved in writing by the District Executive Director; and

- Office supplies that are pre-approved in writing by the District Executive Director and that required for the employee to perform the employee's assigned job duties.

In addition to the above, the following travel-related expenses might, depending on an employee's assigned job duties, be authorized or required in writing by the District Executive Director and, if so, could qualify as "necessary expenditures" subject to reimbursement pursuant to the terms and conditions of this policy:

- Travel Tickets: Although an employee may obtain travel tickets in advance for approved business-related trips, the employee must receive prior written approval from the District Executive Director purchasing the travel tickets.
- Lodging: Employees may be reimbursed for reasonable, business-related lodging expenses if an overnight stay is required. However, the employee must receive prior approval in writing from the District Executive Director.
- Mileage: When attending a pre-approved training seminar, business conference and/or other meeting as part of the employee's job duties, which requires the use of the employee's personal vehicle, the employee shall be reimbursed at the mileage rate in accordance with the Internal Revenue Service's established rate, provided the employee has received prior written approval from the District Executive Director. When submitting a mileage reimbursement form, the employee shall attach a printout from [www.Mapquest.com](http://www.Mapquest.com) or comparable website, which shows the total mileage traveled for which the employee is seeking reimbursement pursuant to the terms and conditions of this policy.
- Meals: Employees traveling overnight may be paid a per diem amount designed to cover the cost of three (3) meals per day for all days of travel other than the day of departure and return, provided such expense has been pre-approved in writing by the District Executive Director. Reimbursement for meals within a 30-mile radius of the KCFPD is generally not allowable, unless pre-approved in writing by the District Executive Director. The KCFPD utilizes the per diem rates as established by the U.S. General Services Administration. These per diem rates may be found under the link "Per Diem Rates" at the following website: <http://www.gsa.gov>. If an employee is attending a conference or some other event and one or more meals are provided to the employee as part of the event, the amount of the employee's per diem shall be prorated based upon the number of meals received at the conference or event.

The employee shall not receive reimbursement for any expenses incurred by the employee's spouse or any other third party traveling with the employee. Also, no employee will be reimbursed for any alcohol or entertainment expenses as such expenses are not necessary expenditures. For purposes of this policy, "entertainment"

includes, but is not limited to shows, amusement centers, theaters, circuses, casinos, concerts, and sporting events.

## **B. REIMBURSEMENT PROCEDURES**

### **1. Employee Must Obtain Pre-Approval Before Incurring the Necessary Expenditure or Loss.**

Before incurring any necessary expenditure or loss, the employee shall be required to obtain written approval from the District Executive Director that (a) the expense is a necessary expenditure or loss that would be subject to reimbursement pursuant to this policy; and (b) if so, what proportion of the necessary expenditure is directly related to the services performed and would be reimbursable. An employee's request for reimbursement may be denied by the District Executive Director if the employee has failed to comply with this requirement prior to incurring the necessary expenditure or loss.

### **2. Employee Must Submit a Request for Reimbursement with Supporting Documentation.**

In order to receive reimbursement for all necessary expenditures, the employee shall submit a request for reimbursement of any necessary expenditure with supporting documentation (i.e., a receipt or MapQuest printout) to the District Executive Director within thirty (30) calendar days after the employee incurred the expense. If supporting documentation is nonexistent, missing, or lost, the employee shall submit a signed statement to the District Executive Director on a form approved by the KCFPD Board of Commissioners.

## **C. FAILURE TO COMPLY WITH THE POLICY**

If the employee fails to comply with any aspect of this policy, the District Executive Director reserves the right in his sole discretion to deny the employee's request for reimbursement. Only pre-approved necessary expenditures and losses submitted in accordance with this policy will be reimbursed.

## **Section 7.3 HOLIDAY PAY**

All eligible employees will receive time off with pay or will receive holiday pay if required to work on designated holidays. Annually, the KCFPD Board of Commissioners designates the paid holidays for the KCFPD.

Full-time and part-time employees who are budgeted to work a minimum of twenty (20) hours per workweek may be eligible for holiday pay. Temporary employees, seasonal employees, interns, and volunteers are not eligible for holiday pay.



# Ellis House Projections

As of 9/1/2021

August    September    October    November

Lessons	\$7,419	\$6,500	\$1,000	\$5,500
Birthday Parties	\$542	\$430	\$430	\$225
Public Programs	\$543	\$410	\$410	\$205

To: KCFPD Operations Committee  
 From: David Guritz, Director  
 Kris Mondrella, Equestrian Center Coordinator  
 Date: 1-Sep-21  
 RE: End-of-Year Projections and FY22 Budget

<b>KCFPD FY22 Preliminary Budget - 08-26-2021</b>		<b>6/1/2021</b>	<b>8/10/2021</b>	<b>11/30/2021</b>	<b>FY22</b>	<b>Contingency</b>
<b>KCFPD Operating Fund #1900</b>		<b>2021 AMD</b>	<b>YTD</b>	<b>PROJECTED</b>	<b>2022 DRAFT</b>	<b>Projections</b>
<b>REVENUES</b>						
19001163 42250	Ellis Center Camps	6,250	7,675	7,675	7,675	
19001164 42250	Ellis Center Riding Lessons	57,817	52,384	72,803	65,000	
19001165 42250	Ellis Center Birthday Parties	4,226	3,521	5,148	5,000	
19001166 42250	Ellis Center Public Programs	1,742	1,993	3,561	2,500	
19001167 42250	Sunrise Center North License Agreement	23,360	16,990	23,360	13,800	
19001164 42860	Donations - Ellis Equestrian Center - Lessons	200				
<b>TOTAL REVENUES</b>		<b>93,595</b>	<b>82,563</b>	<b>112,547</b>	<b>93,975</b>	

<b>PERSONNEL</b>		<b>EXPENDITURES</b>				
<i>Salary Part Time - Ellis Equestrian Center</i>		<i>Employee Benefits - Ellis Equestrian Center</i>				
19001163 51160	Salary PT - Ellis Center Camps Expense	3,110	1,406	3,110	3,200	
19001164 51160	Salary PT - Ellis Center Riding Lessons Expense	37,638	29,891	42,000	39,325	(4,362)
19001165 51160	Salary PT - Ellis Center Birthday Parties Expense	6,000	5,510	6,500	6,500	(500)
19001166 51160	Salary PT - Ellis Center Public Programs Expense	2,015	290	2,015	2,015	
19001167 51160	Salary PT - Ellis Sunrise License Agreement	17,500	9,710	17,500	17,500	
<b>TOTAL SALARY EXPENSES</b>		<b>66,263</b>	<b>46,806</b>	<b>71,125</b>	<b>68,540</b>	<b>(4,862)</b>
19001160 63050	IMRF/SS Expense - Ellis House	1,756	1,135	1,756	1,604	
19001161 63050	IMRF/SS Expense - Ellis Barn	1,756	1,181	1,756	1,604	
19001162 63050	IMRF/SS Expense - Ellis Grounds	3,512	2,226	3,512	3,208	
19001163 63050	IMRF/SS Expense - Ellis Center Camps Expense	517	118	517	316	

19001164 63050	IMRF/SS Expense - Ellis Center Riding Lessons Expense	4,936	2,780	4,936	3,878
19001165 63050	IMRF/SS Expense - Ellis Center Birthday Parties Expense	622	694	694	641
19001166 63050	IMRF/SS Expense - Ellis Center Public Programs Expense	304	33	304	199
19001167 63050	IMRF/SS Expense - Sunrise Center North	2,260	1,013	2,260	1,726
19001168 63050	IMRF/SS Expense - Ellis Center Weddings Expense	111	82	111	157
19001169 63050	IMRF/SS Expense - Ellis Center Other Rentals Expense	111	-	111	157
<b>TOTAL BENEFITS EXPENSES</b>		<b>15,884</b>	<b>9,262</b>	<b>15,957</b>	<b>13,488</b>

**Contractual Expenses**

19001163 63020	Veterinarian & Farrier - Ellis Camps				
19001164 63020	Veterinarian & Farrier - Ellis Riding Lessons	9,000	2,770	9,000	9,000
19001165 63020	Veterinarian & Farrier - Ellis Birthday Parties				
19001166 63020	Veterinarian & Farrier - Ellis Public Programs				
19001166 63020	Veterinarian & Farrier - Sunrise Center	500	-	500	500
<b>TOTAL CONTRACTUAL EXPENSES</b>		<b>9,500</b>	<b>2,770</b>	<b>9,500</b>	<b>9,500</b>

**Commodity Expenses**

<b>Promotion/Publicity - Ellis</b>					
19001163 68430	Promotion/Publicity - Ellis Camps	-			
19001164 68430	Promotion/Publicity - Ellis Riding Lessons	-			
19001165 68430	Promotion/Publicity - Ellis Birthday Parties	-			
19001166 68570	Volunteer Expense - Ellis Public Programs	150	-	150	150
<b>Animal Care &amp; Supplies - Ellis</b>					
19001163 63000	Animal Care & Supplies - Ellis Camps				
19001164 63000	Animal Care & Supplies - Ellis Riding Lessons	9,200	5,853	9,200	9,200
19001165 63000	Animal Care & Supplies - Ellis Birthday Parties				
19001166 63000	Animal Care & Supplies - Ellis Public Programs	1,200	926	1,200	1,200
19001167 63000	Animal Care & Supplies - Sunrise Center North				
<b>Horses Acquisition &amp; Tack - Ellis</b>					
19001163 63010	Horses Acquisition & Tack - Ellis Camps				
19001164 63010	Horses Acquisition & Tack - Ellis Riding Lessons	2,500	1,500	2,500	2,500
19001165 63010	Horses Acquisition & Tack - Ellis Birthday Parties	-			

Horses Acquisition & Tack - Ellis Public Programs

**Uniforms - Ellis**

19001163 62400					
19001164 62400					
19001165 62400					
19001168 62400					

**Program Supplies - Ellis**

19001163 63030	450	207	450	450
19001165 63030	300	77	300	300
19001170 63030	-			

**TOTAL COMMODITY EXPENSES**      13,800      8,563      13,800      13,800

**OTHER EXPENSES**

<b>Security Deposit Refunds</b>				
19001163 63040	500	-	-	500
19001164 63040	1,000	105	500	1,000
19001166 63040	1,500	105	500	1,500

**TOTAL EXPENDITURES**      106,947      67,506      110,882      106,828

**NET GAIN/(LOSS)**      (13,352)      15,057      1,665      (12,853)



## **Ellis Herd Report 9/1/21**

**Missy-** a 21 year old quarter horse. Most used lesson horse. Good health, very versatile. Suitable for leadlines-through advanced riders. Canter can get a little fast and intimidating for a beginner canter rider. Also, used for birthday parties and other programs.

**Beau-**22 year old quarter horse. Used mainly for smaller riders due to his smaller size. In good health. He is versatile and can be used for leadlines through advanced riders. Also used for birthday parties, etc.

**Dante-**a 16 year old thoroughbred. Good health. Used for more of a beginner-intermediate rider. Nice size for bigger riders with advanced beginner experience.

**Keeper-**21 year old paint. Good health until mid-summer and contracted a tick-borne illness. Currently in recovery and is limited on number of lessons. Should make a full recovery. She is used for leadline through advanced. Smaller frame but sturdy.

## **Sunrise Herd Report 9/1/2021**

**Heidi-** 21 year old Haflinger (draft cross). Good health. Used frequently for leadline-trot lessons. Also used for birthday parties, etc. Currently takes the bulk of the heavier riders due to her stocky build.

**Rhinestone-** 33 year old paint. Decent health but is starting to show her age. Up until this summer has been the primary horse used to teach canter lessons. Also is used for leadline, beginner lessons, birthdays and camps.

**Boomer-** 13 year old paint. Good health. Used mainly for walk/trot lessons. Currently not a good leadline horse due to his poor ground manners, but is showing improvements with his continued training.

**Suzy-** 14 year old Thoroughbred. Good health. Significant injury last summer and needed a year of recovery. Slowly started retraining for future use in the program. Currently doing minimal leadline lessons.

**Nemo-** 37 year old paint. Retired last year due to vet diagnosed tumor in sinus cavity. Vet does not expect him to be around much longer.

ORDINANCE NO. 21-11-001

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

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

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

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

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

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

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

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

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

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

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

PASSED AND APPROVED by the President and Board of Commissioners of the  
Kendall County Forest Preserve District this XX<sup>TH</sup> day of October, 2021.

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

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

## EXHIBIT 1

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

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

#### WITNESSETH:

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

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

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

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

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

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

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

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

#### **1.00 LICENSE GRANTED**

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

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

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

1.03 License Fees and Charges: During the term of the agreement (December 1, 2021 to December 31, 2022) LICENSEE shall pay the DISTRICT a monthly license fee of eight hundred dollars (\$800.00) on the first day of each month.

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

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

1.06 Term: This Agreement shall be for the term of thirty seven (13) months commencing from December 1, 2021 and ending upon December 31, 2022. LICENSEE may, subject to written approval of the DISTRICT, renew this agreement for an additional three-year term, provided that LICENSEE serves written notice thereof on the DISTRICT'S Executive Director at least ninety (90) days prior to the expiration of the Agreement. This Agreement and terms, including annual License fees, will be reviewed on an annual basis, or as the need arises, to address changes in the scope of DISTRICT or LICENSEE operations, with any proposed amendments subject to approval in writing by the DISTRICT'S Board of Commissioners and the LICENSEE'S Board of Trustees.

## **2.00 LICENSEE RIGHTS**

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

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

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

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

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

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

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

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

program exchanges. LICENSEE may elect to extend training to DISTRICT horses in order to improve behavior and program suitability.

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

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

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

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

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

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



2.07

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

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

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

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

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

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

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

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

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

### **3.00 LICENSEE RESPONSIBILITIES**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The books and records maintained shall consist of:

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

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

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

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

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

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

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

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

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

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

#### **4.00 DISTRICT RIGHTS**

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

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

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

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

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

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

## **5.00 DISTRICT OBLIGATIONS**

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

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

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

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

## **6.00 HOLD HARMLESS AND INDEMNIFICATION**

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

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

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

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

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



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

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

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

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

6.04 Waiver & Release of Liability: To the fullest extent permitted by the laws of the State of Illinois, LICENSEE hereby waives any and all rights or claims LICENSEE may have at any time against the DISTRICT, its Commissioners, officers, agents and employees for injury to or the death of any person, or for damage, destruction or loss of any property, sustained or incurred by LICENSEE or any person claiming by, through or under LICENSEE in connection with the exercise by such persons of the rights and privileges granted to LICENSEE hereunder, or the conduct of the licensed activities, except to the extent that such loss, damage or destruction is caused by the willful and wanton conduct of the DISTRICT or DISTRICT'S agents and employees. The risks and dangers of such licensed activities may arise from foreseeable or unforeseeable causes and by my participation in these activities, LICENSEE hereby assumes all risks and dangers and all responsibility for any losses and/or damages.

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

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

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

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

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

#### **8.00 INSURANCE**

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

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

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

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

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

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

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

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

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

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

## **9.00 TRANSFERS**

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

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

## **10.00 DISCRIMINATION PROHIBITED**

10.01 Equal Opportunity: In operating the LICENSED PREMISES and LICENSEE programs, LICENSEE, its officers, employees, and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all associated applicable rules and regulations. LICENSEE further agrees that it will not deny employment to any person or refuse to enter into any contract for the performance of any work or service of any kind by, for or on its behalf with respect to the operation of the LICENSED PREMISES and LICENSEE'S programs on the ground of unlawful discrimination as defined in the Illinois Human Rights Act.

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

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

## **11.00 TERMINATION**

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

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

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

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

## **12.00 EVENTS OF DEFAULT**

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

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

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

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

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

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

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

time limit may be waived in the manner and to the extend allowed by the DISTRICT'S Executive Director.

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

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

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

### **13.00 SURRENDER**

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

## **14.00 INTERPRETATION**

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

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

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

## **16.00 ENFORCEMENT**

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

## **17.00 ATTORNEY FEES AND COSTS**

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



the interest of justice, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.

## **18.00 DISTRICT LIAISON**

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

## **19.00 NOTICES**

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

## **20.00 CONFLICT OF INTEREST**

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

## **21.00 PROHIBITION OF RECORDATION**

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

## **22.00 PERMITS AND LICENSES**

22.01 Alcoholic Beverages: DISTRICT ordinances provide that alcoholic beverages may be possessed and consumed in connection with the Ellis House and Equestrian Center only when food is dispensed for consumption on the Ellis House premises. LICENSEE will at all times during the term of this Agreement and any extension hereof comply with all DISTRICT ordinances and with all state and local laws and see that each caterer engaged for service by the LICENSEE has secured and maintained all liquor and food dispensing licenses and permits that may be required by law and the ordinances of Kendall County.

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

## **24.00 ENTIRE AGREEMENT**

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

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

**25.00 CHOICE OF LAW AND VENUE:** This Agreement shall be construed in accordance with the law and Constitution of the State of Illinois and if any provision is invalid for any reason such invalidations shall not render invalid other provisions which can be given effect without the invalid provision. The parties agree that the venue for any legal proceedings between them shall be the Circuit Court of Kendall County, Illinois, Twenty-Third Judicial Circuit, State of Illinois.

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

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

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the \_\_\_ day of October, 2021.

KENDALL COUNTY FOREST  
PRESERVE DISTRICT  
A body corporate and politic  
110 W. Madison Street  
Yorkville, IL 60560

SUNRISE CENTER, INC. –  
SUNRISE CENTER NORTH  
An Illinois Not-for-Profit Corporation  
23061 South Thomas Dillon Drive,  
Channahon, IL 60410

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

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

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

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

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

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

Kendall County Forest Preserve District  
Athletic Field License Agreement  
Yorkville Athletic Association NFP (Yorkville Fury)

This License Agreement (“Agreement”) is entered into upon the date of the last signature below, by and between the Kendall County Forest Preserve District, a body politic and Illinois unit of local government (hereinafter the “District”), and the Yorkville Athletic Association NFP (hereinafter the “Licensee”), a licensed not-for-profit organization in the State of Illinois.

RECITALS

1. The District owns the Hoover Forest Preserve in Yorkville, Illinois.
2. Hoover Forest Preserve contains a baseball field, which includes a fenced backdrop, storage unit, picnic pavilion, and turf grass parking area (“License Area”).
3. Licensee desires to use, and provide assistance maintaining the License Area as specified in **Exhibit A** to conduct little league baseball programs (the “Programs”) for the Yorkville Fury baseball teams. (Exhibit A is attached and incorporated into this Agreement by reference).

AGREEMENT

NOW, THEREFORE, 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 March 15, 2022 and ending on July 31, 2022** to use the License Area to conduct the Programs on the dates and during the hours specified within the attached **Exhibit B**. This license may be renewed for a subsequent three year term subject to approval by the Kendall County Forest Preserve District after December 1, 2022. Exhibit B shall be negotiated and amended each subsequent year within the approximate timeframe thereafter (the “License Periods”). Exhibit B is attached and incorporated into this Agreement by reference. Such use in accordance with this Agreement is hereinafter referred to as the “Licensed Use”. The District shall issue permits to the Licensee for the Licensed Use of the Licensed Area. Licensee, its guests and invitees also shall have the non-exclusive right to use the restrooms and other District facilities that are available for public or common use.

3. Supplementary Scheduling

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

conditions of this Agreement. Licensee shall have the option to schedule, or reschedule up to fifteen (15) additional practices and games during the normal Hoover Forest Preserve hours of operation, and the District shall extend additional permits as needed to effectuate this, provided the License Area is not reserved for the permitted use of another party.

#### 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 two thousand dollars (\$2,400.00) 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 thereafter. Licensee shall reimburse the District for direct costs for rental of portable washroom units requested by the Licensee.

#### 6. Maintenance and Ball Field Facility Improvement Provisions

The District, at its own expense, shall maintain the gravel road and shall mow the grass ball field and adjacent unimproved turf parking area no more than one time per week on an as-needed basis from **mid-March to the end of June for each licensed year.**

Licensee, its contractors, agents and volunteers, may at its own expense, perform additional routine maintenance, mowing and any other ball field turf maintenance activities deemed necessary on an as needed basis. This includes application of fertilizer and weed suppression applied by spreader, but excludes use of chemical pesticides and rodenticides, as application of these chemicals is not consistent with the District's mission of conservation and preservation of local wildlife species, **with the exception of a single early-spring granular application of "GrubEx"** applied in accordance with product labeling to the athletic field turf areas. No chemicals may be applied by a sprayer which could impact surrounding flora and vegetation. Licensee shall also not make any structural improvements and/or changes to the District's property without the prior express written consent of the District. All completed improvements to the athletic field shall be considered District property.

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

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

Licensee may contract out for the improvement of the Hoover Ball Field grounds and facilities, at the Licensee's direct cost for said improvements, provided that all such improvements have been presented, reviewed, and approved by the District's Board of Commissioners.

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

- a. Contractor shall indemnify, hold harmless and defend with counsel of the Kendall County Forest Preserve District's (the "KCFPD") own choosing, the KCFPD, its officials, officers, employees, including their past, present, and future Commissioners, elected officials and agents from and against all liability, claims, suits, demands, proceedings and actions, including costs, reasonable fees and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property (collectively, "Claims"), to the extent such Claims result from the performance of this contract by Contractor or those Claims are due to any negligent, intentional, or willful acts, errors, omissions or misconduct of Contractor in its performance under this Agreement. Nothing contained herein shall be construed as prohibiting the KCFPD, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Indemnification obligations shall survive the termination of this Agreement.
- b. Contractor will obtain and continue in force, during the term of this Agreement, all insurance as set forth below. Each insurance policy shall not be cancelled or changed without thirty (30) days prior written notice, given by the insurance carrier to the Kendall County Forest Preserve District ("KCFPD"). Before starting work hereunder, Contractor shall deposit with the KCFPD certificates evidencing the insurance it is to provide hereunder: (a) Worker's Compensation and Occupational Disease Disability insurance, in compliance with the laws of the jurisdiction where the work is being performed, (b) Employer's comprehensive general liability insurance for both personal injury and property damage in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 aggregate per project, (c) Comprehensive business automobile liability insurance in the minimum amount of \$1,000,000 combined single limit, (d) Minimum umbrella occurrence insurance of \$5,000,000 per occurrence and \$5,000,000 aggregate, (e) and if Professional Services shall be contracted for, Professional liability insurance in the minimum amount of \$1,000,000 combined single limit. The KCFPD shall be named as an Additional Insured on a Primary and Non-Contributory basis with respect to all liability coverage. Further, all liability and workers' compensation policies must include a waiver of subrogation in favor of the KCFPD. The KCFPD shall also be designated as the certificate holder. The KCFPD's or Yorkville Athletic Association NFP's failure to demand such certificate of insurance shall not act as a waiver of Contractor's obligation to maintain the insurance required under this Agreement. The insurance required under this Agreement does not represent that coverage and limits will necessarily be adequate to protect Contractor, nor be deemed as a limitation on Contractor's liability to the KCFPD in this Agreement.

Contractor will also obtain Insurance against damage or destruction to the District's property and all Property, whether or not owned by the District; that is located at the site of the work, providing "all risk" peril coverage, in the amount of 100% of replacement

costs (collectively "All Risk Insurance"). Such insurance shall have an agreed amount endorsement if available.

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

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

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

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

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

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

Licensee will be solely responsible for any and all storage box locks. The District shall have no liability or responsibility for the protection, safety or condition of Licensee Equipment and the Licensee hereby waives and all claims against the District in regard to the same.

Licensee shall immediately advise the District of any damage to any District property, including District facilities within the License Area, after each and every use of the License Area by the Licensee. Any holes or low spots within the infields and outfields shall be promptly filled in by

the Licensee or Licensee's maintenance contractors as part of the Licensee's maintenance functions.

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

## 7. Indemnification

To the extent allowable by law, Licensee shall indemnify, hold harmless and defend with counsel of the District's own choosing, the District, its officials, officers, employees, including their past, present, and future Commissioners and agents from and against all liability, claims, suits, demands, proceedings and actions, including costs, reasonable fees and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property (collectively, "Claims"), to the extent such Claims directly or indirectly result from the Licensee's usage of the License Area or those Claims are due to any negligent, intentional and/or willful acts, errors, omissions or misconduct of Licensee in its performance of the management of the subject Programs or any other activities under this License. Nothing contained herein shall be construed as prohibiting the District from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Indemnification obligations shall survive the termination of this Agreement.

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

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

## 8. Provision and Maintenance of Equipment

Licensee shall provide and be responsible for the proper maintenance and upkeep of all mobile or "non-permanent" baseball and related equipment for use in the Programs, including without limitation, bats, helmets, uniforms, materials, bases, pitching rubbers, field marking materials, baseball fill, drying materials, hand tools, rakes and hoses, locks and keys ("Licensee Equipment"). Licensee shall be responsible for selecting only equipment that meets any and all safety standards and ratings applicable to such equipment. It is further understood that the District shall have no obligation to provide any of the above referenced Licensee Equipment.



## 9. Licensee's Rights and Obligations

In conducting the Licensed Use, Licensee shall adhere to all applicable County and District ordinances, rules, regulations, policies, and procedures. Licensee and all of licensee's employees, contractors, volunteers, members, agents, participants and visitors shall follow the District's General Use Ordinance whenever on District Property. (Said Ordinance is available here: [http://www.co.kendall.il.us/wp-content/uploads/FP\\_GenUseOrd.pdf](http://www.co.kendall.il.us/wp-content/uploads/FP_GenUseOrd.pdf))

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

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

## 10. Term, Termination and Modification

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

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

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

Unless sooner terminated in accordance with the provisions of this Agreement, and subject to the survival of certain obligations as provided in this Agreement, the initial term of this Agreement shall terminate for all purposes on July 30, 2022. Should the Board of

Commissioners elect to renew the agreement for a subsequent three-year term, the subsequent term of this agreement shall terminate for all purposes on July 30, 2025.

#### 11. No Third Party Beneficiary / Joint Venture

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

#### 12. Liens

Licensee covenants and agrees that it will not permit or suffer any lien to be put upon, or arise or accrue against the District's Property or the License Area, in favor of any person or persons, individual or corporate, for furnishing either labor or material, for equipment supplied to or work to be performed on District property or the License Area. Licensee further covenants and agrees to hold the District, District property and the Licensed Area free from any and all liens, or rights of claims of lien, which may, or might arise or accrue under, or be based upon any mechanic's lien law, or other similar laws, of the State of Illinois, now or hereafter in force.

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

#### 13. General Provisions

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

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

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

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

Any notice required or permitted to be given pursuant to this Agreement shall be duly given if sent by fax, certified mail, or courier service and received, in the case of notice to the District, Kendall County Forest Preserve District, Attention: Director, 110 West Madison Street, Yorkville, Illinois, 60560, fax (630) 553-4023 with copy sent to: Kendall County State's Attorney, 807 John Street, Yorkville, Illinois, 60560, fax (630) 553-4204. And, in the case of Licensee, to: Yorkville Athletic Association (Yorkville Fury), 1089 Stillwater Court, Yorkville, IL 60560. Neither party shall assign, sublet, sell, or transfer its interest in this Agreement without the prior written consent of the other.

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

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

This Agreement represents the entire and integrated Agreement between the District and Licensee and supersedes all prior written and/or oral negotiations, representations or agreements between the District and Licensee. To be valid, any amendment or modification to this Agreement must be in writing, dated a date subsequent to the date of this Agreement, and signed by both parties.

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

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

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

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

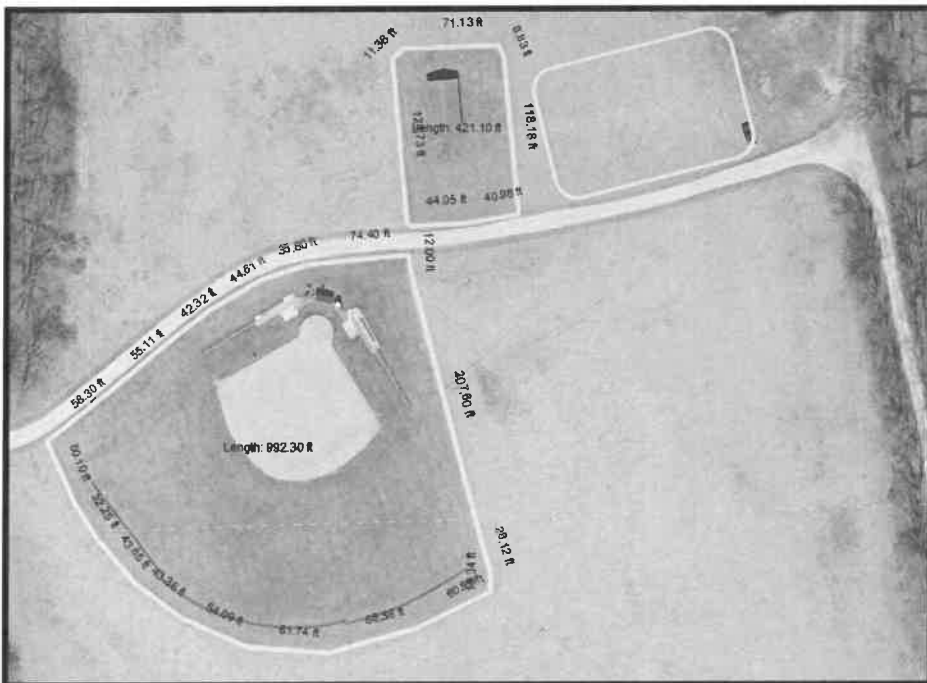
Judy Gilmour, President  
Kendall County Forest Preserve District

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

\_\_\_\_\_, President  
Yorkville Athletic Association (Yorkville Fury)

# YORKVILLE FURY LICENSE AGREEMENT

## EXHIBIT A: LICENSE AREA



**Yorkville Fury License Agreement – Exhibit B**  
**License Periods**

**WEEKDAYS (M-F)**

**March 13, 2022 – April 30, 2022**

Mondays, Tuesdays, Wednesdays, Thursdays and Fridays:  
4:30 pm to 30 minutes prior to preserve closing at dusk

**May 1, 2022 – June 30, 2022**

Mondays, Tuesdays, Wednesdays, Thursdays and Fridays:  
5:00 pm to 30 minutes prior to preserve closing at dusk

**WEEKENDS (SA-SU)**

**March 18, 2022 – July 2, 2022**

Saturdays and Sundays

One five hour block on each weekend day – schedule TBA between the hours of  
9 am and 30 minutes prior to preserve closing at dusk

**Weekdays and Weekends – Rain Dates and/or Rescheduled Sessions**

**July 3, 2022 – July 17, 2022**

Licensee may schedule (or reschedule) an additional 15 weekday or weekend sessions  
between July 3, 2022 and July 17, 2022.

\*SCHEDULE IS SUBJECT TO CHANGE BASED ON FINAL SCHEDULE FOR  
PRACTICES AND GAMES, SUBJECT TO TIME LIMITATIONS FOR  
PRESERVE OPENING AND CLOSING TIMES

## YORKVILLE FURY LICENSE AGREEMENT – EXHIBIT C

### REQUIRED INDEMNIFICATION AND INSURANCE FOR PAID CONTRACTORS AND SUBCONTRACTORS

- a. Indemnity: Vendor agrees to save, defend, hold harmless and indemnify District and each of its commissioners, officers, director, agents, employees, invitees and others associated with it from and against any and all suits, claims, losses, judgment(s) damages and expenses (including attorneys fees), etc. that are based upon, or that arise or are alleged to have arisen out of, any act or negligence of the Contractor or of any agents, servants or employees of the Contractor or any of its subcontractors.
- b. Insurance Coverage: The Contractor shall maintain in force at his/her expense the following insurance, it being understood that the District shall have the right to reasonably require the Contractor to adjust the coverage limits set forth below at any time:

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

Statutory worker's compensation coverage, and employer's liability coverage in the amount of \$1,000,000 bodily injury by each accident, \$1,000,000 bodily injury by disease each employee, \$1,000,000 bodily injury by disease policy limit, or such lesser amount as may satisfy carriers of the Contractor's umbrella liability coverage.

Automobile liability coverage for bodily injury and property damage with a combined single limit per accident of \$1,000,000 for any owned, non-owned or hired automobile.

"Occurrence type" general liability insurance against bodily injury and property damage arising from occurrences in and about the site of the work and covering the Contractors contractual liability for indemnification under this Agreement. Such Insurance shall include product liability and completed operations coverage and a broad form general liability endorsement (ISO Form GL-0404 or its equivalent). Such coverage shall be in the amount of \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

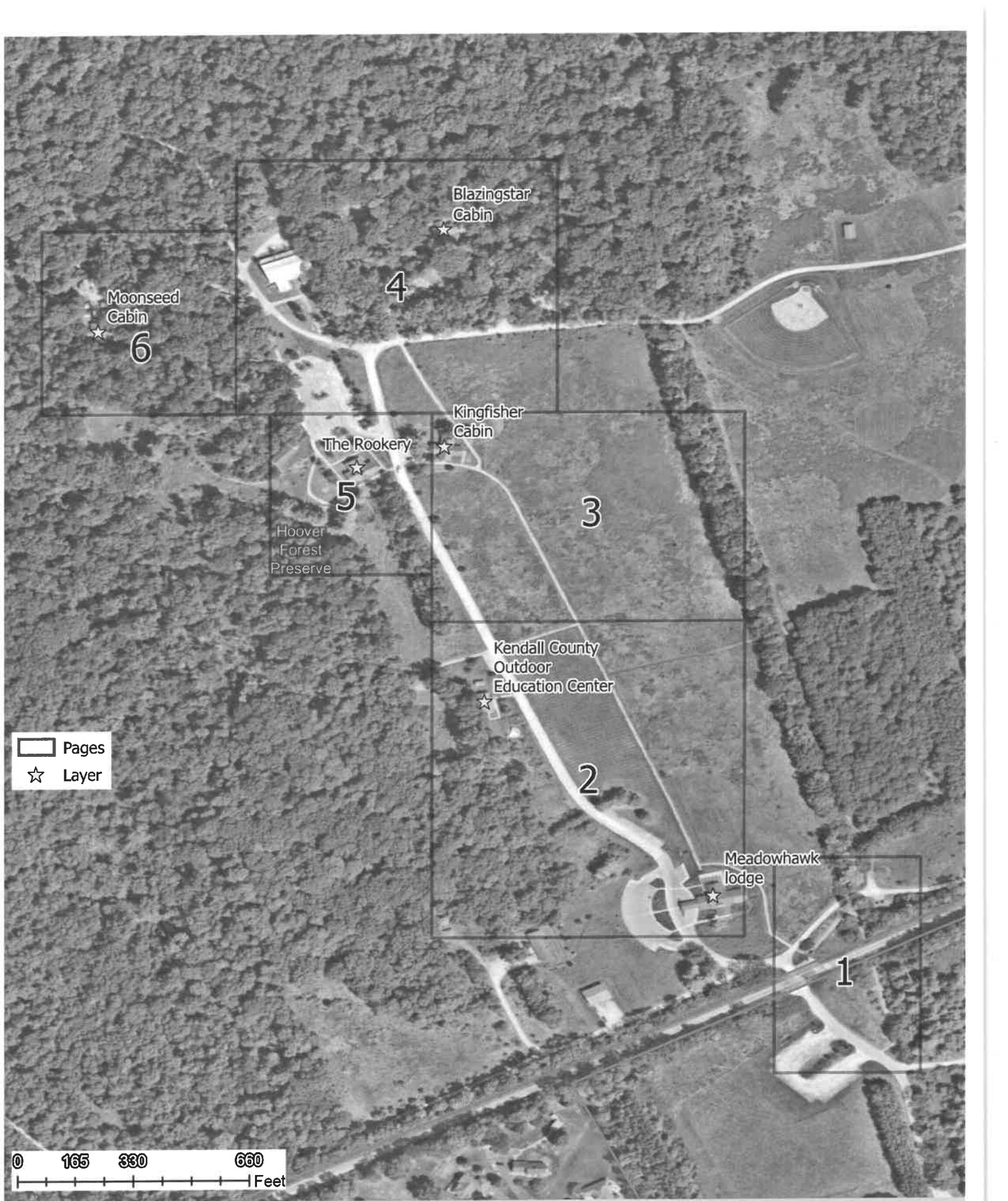
Where professional services are to be rendered under the Contract, professional liability insurance coverage in an amount satisfactory to the District shall also be obtained by the Contractor.

Umbrella liability coverage, (in form no less broad than underlying coverage) to apply in excess of automobile, general, contractual and employer liability, in an amount necessary to increase overall coverage to \$3,000,000 per occurrence.

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

All policies of liability insurance shall name the Forest Preserve District of Cook County as an Additional Insured. All policies shall provide that they may not be canceled, renewed or reduced unless at least thirty days' prior written notice thereof has been provided to the Additional Insureds.

- d. Insurance Certificates: Not later than the date on which coverage is to be provided hereunder and prior to the commencement of subsequent insurance renewals, Contractor shall furnish to District a certificate evidencing the required coverage.





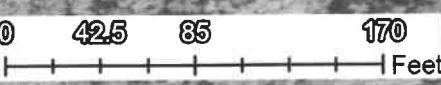


# Rail Road Underpass



Kendall County  
Outdoor  
Education Center  
☆

- ADA Issue
- General Issue
- ☆ Layer



# Meadowhawk Lodge to Kingfisher (South)





# Meadowhawk Lodge to Kingfisher (North)

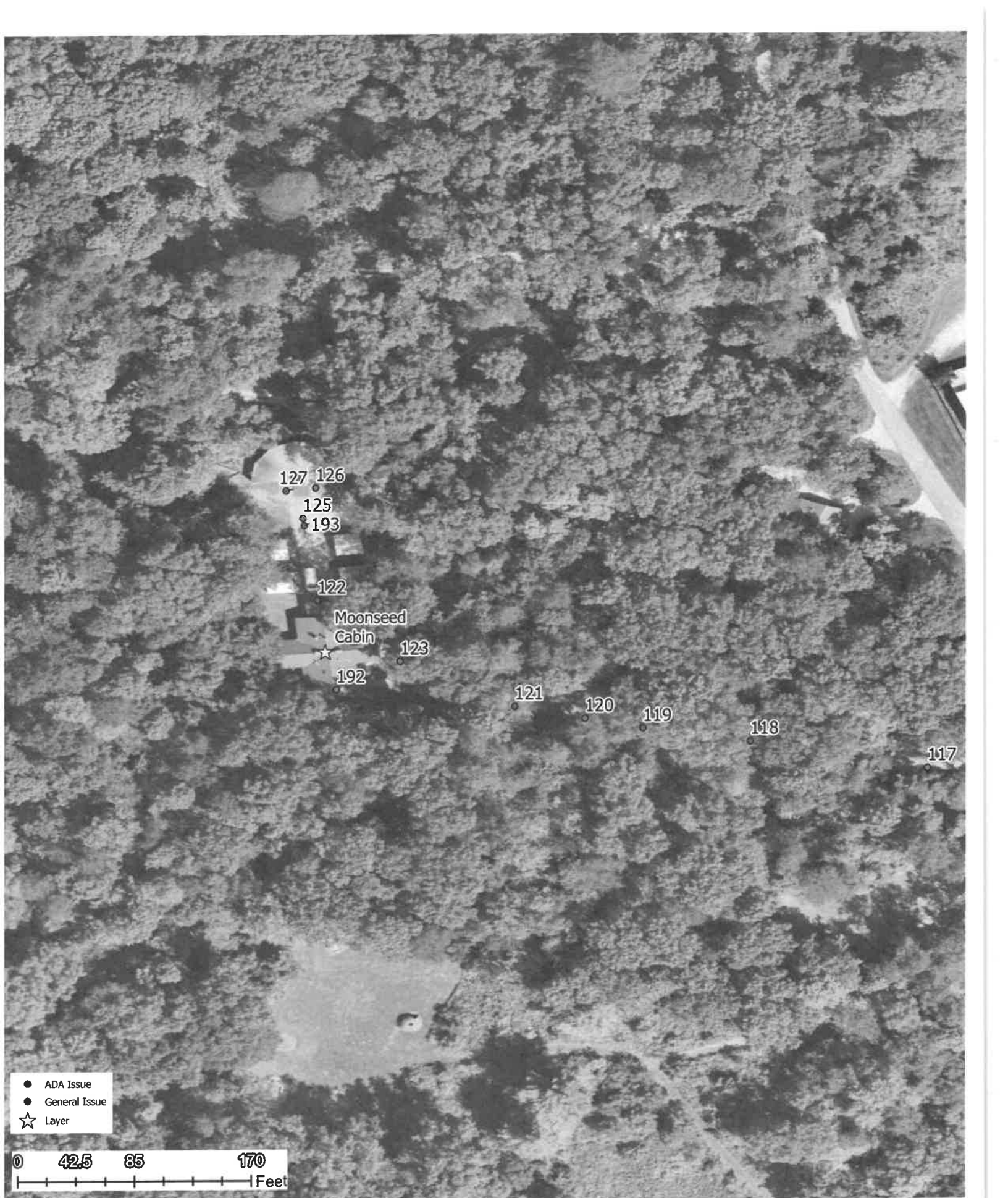


Blazingstar

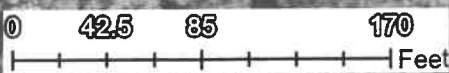




Rookery



- ADA Issue
- General Issue
- ☆ Layer



Moonseed

Kendall County Forest Preserve District - Hoover Forest Preserve Asphalt Repair/Replacement Project  
**All trail segments 8' width**

Trail Segment	Instructions	Approximate # or Length	Object ID's
Railroad culvert trail	Grind up existing - no resurfacing	220 feet (south section)	4 through 23
	Fill stormwater grates with gravel	265 feet (north section)	14 and 15
Meadowhawk Lodge to Kingfisher Bunkhouse	Crack Repairs / Filling	63	35 to 49 and 52 to 95 and 181 to 187
	Section Replacement 1	60 feet	27 to 34
	Section Replacement 2	10 feet	50 to 51
	Section Replacement 3	18 feet	95 to 100
The Rookery Education Building	Crack Repairs / Filling	7	106 to 115 + 191
Moonseed Entry Pathway	Seal coating only	380 feet	116 to 123 and (194 to 192 total length)
Moonseed Campus	Section Replacement 4	5 feet	122 - Ramp to door
	Section Replacement 5	50 feet	126 and 127 - Replace both approaches to shelter
	Crack Repairs / Filling	3	123, 125 and 193
Parking Lot to Pool House	Crack Repairs / Filling	6	133 to 141
	Section Replacement 6	8 feet	129
Pool House to Blazing Star Bunkhouse	Section Replacement 7	275 feet	143 to 146
Blazing Star Bunkhouse Campus	Section Replacement 8	20 feet	147 to 148 - Asphalt to rear entry threshold
	Section Replacement 9	5 feet	150 - Ramp to door
	Section Replacement 10	50 feet	152 - Replace both approaches to shelter
Group Campsite A Spur	Seal coating only	175 feet	153 to 156
Kingfisher to Group Campsite A Spur	Section Replacement 11	30 feet	166 to 167
	Section Replacement 12	20 feet	173 to 175
	Crack Repairs / Filling	12	158 to 179

Repair/Replacement Summary	KC-GIS Trail Condition Survey
8' Trail Asphalt Gridding (Leave in Place)	
Crack Repairs / Filling	
8' Trail Section Replacements	<a href="https://maps.co.kendall.il.us/portal/home/webmap/viewer.html?useExisting=1&amp;layers=7d0656253cfd4d1a957843375450e0ec&amp;layerId=0">https://maps.co.kendall.il.us/portal/home/webmap/viewer.html?useExisting=1&amp;layers=7d0656253cfd4d1a957843375450e0ec&amp;layerId=0</a>
8' Trail Section Seal Coating	

**Alternate Quote Requested: Resurfacing of Railroad Culvert Trail**

485 feet
91
551 feet
555 feet





# ***NB Family Orientation 2021***





To: KCFPD Operations Committee

From: David Guritz, Director

RE: Program Registration Updates

Date: September 1, 2021

### 21-22 Bowhunt Program

90 Permits (max)

# of Resident Permits @ \$250: 83 total

# of Non-Resident Permits @ \$350: 7 total

FY21 Budget: \$24,596.00

YTD: As of 08/10/21: \$210.00

(7 @ \$350 = \$2,450) + (83 X \$250 = \$20,750) = \$23,200

Remaining target revenue: \$1,396 (TBD: guest passes @ \$50R / \$100 NR)

### 21-22 Natural Beginnings Early Learning Program

# of 2-day registrations @ \$1,660: 24 out of 24 total

# of 3-day registrations @ \$2,060: 34 out of 36 total

FY21 Budget: **\$110,000**

YTD: As of 08/10/21: **\$88,291.22**

August deposits: 8/06: \$515 + 8/10 \$1,080 + \$1,330 8/17 = **\$2,925**

Total YTD: \$91,216.22 + \$18,770 4<sup>TH</sup> Qtr. - \$9,930 Deferred Rev. =

FY21 EOY Projection: **\$100,056**

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FY21 4th Qtr. Payment Estimate: \$18,770 less FY22 deferred revenue of \$9,930.00

October	
2ND Quarterly Payments Anticipated	Deferred FY22 Revenue
\$5,150.00	-\$2,060.00
\$5,150.00	-\$2,060.00
\$5,150.00	
\$3,320.00	-\$3,320.00
	-\$2,490.00
\$18,770.00	-\$9,930.00