

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

**TUESDAY, SEPTEMBER 14, 2021  
4:30 P.M.**

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

- I. Call to Order
- II. Roll Call
- III. Approval of Agenda
- IV. Public Comments
- V. Executive Director's Report
- VI. Review of Preliminary Financial Statements and Cost Center Reports for the Period Ending August 31, 2021
- VII. Motion to Forward Claims to Commission
- OLD BUSINESS**
- VIII. Millington Forest Preserve – BrighterDaze Farm Reciprocal Access Agreement
- NEW BUSINESS**
- IX. FY22 Operating Fund (Fund 1900) Preliminary Budget Discussion
- X. Hoover Forest Preserve – Asphalt Condition Survey and Repair Cost Estimates
- XI. Sunrise Center North 1-Year License Agreement Renewal, with Three Year Extension Option
- XII. Millbrook North Forest Preserve – FMV Appraisal Report and Discussion
- XIII. Other Items of Business
  - Grounds Maintenance – 2021 Summer-Fall Project Updates
  - Reservation Woods Acquisition Project Updates
- XVIII. Public Comments
- XIX. Executive Session
- XX. Summary of Action Items
- XXI. Adjournment

Kendall County Office Building - Rooms 209 and 210 - 111 W. Fox Street - Yorkville, Illinois 60560

If special accommodations or arrangements are needed to attend this District meeting, please contact the Administration Office at 630-553-4025 a minimum of 24-hours prior to the meeting time.

To: Kendall County Forest Preserve District Committee of the Whole

From: David Guritz, Executive Director

RE: August-September 2021 Executive Director's Report

Date: September 14, 2021

### American Rescue Plan Act Funding

The District has submitted the required ARPA internal application document (attached) to project a projection of expenditures through FY24 based on available funding.

In order to address District-wide deferred maintenance projects, District staff recommends hiring the approved full time position, plus up to three 480 hour summer seasonal positions. This will free up full time Grounds Maintenance staff to address preserve maintenance project priorities identified in the 5-year plan, and provides sufficient capital funds to address the Hoover multi-use trail repair/replacement needs identified in the condition survey.

The initial third-party estimate received places the project well over the District's threshold requiring competitive bidding.

### Grant Project Updates

The District has received the final signed 2021 IDNR-PARC Grant agreement for the Pickerill Estate House Conversion Project. The District is waiting to receive the final signed 2018 RTP Grant for Fox River Bluffs.

Kluber Architects has resumed project design work following the IDNR response to District inquiries requesting permissions to proceed with the architectural design phase.

Due to the delay in response, the District anticipates construction will now commence in spring 2022.

The District has submitted the required quarterly reports and invoice for reimbursement of \$30,000 from the District's awarded FY2020 Habitat Grant. The IDNR Office of Grants Management has reported a glitch in the State's accounting software where all grant project financial data needs to be re-entered into the system. Due to the delay, it is unlikely the District will received either the \$157,500 OSLAD reimbursement, or the \$30,000 Habitat Fund reimbursement in the current fiscal year as projected.

The District is working to complete installation of 4,000 native perennial plugs at Hoover Forest Preserve as part of the FY20 ICECF K-12 pollinator grant. Volleyball student-athletes from Y115 helped install over 2500 plugs on September 11, 2021.

### Carbon Credits National RFP

The District has received approval of final carbon credit calculations from City Forest Credits for the Fox River Bluffs tree planting project. An overview of the national RFP, credit calculations, and potential revenue stream will be presented at the October Committee of the Whole meeting. City Forest Credits is reporting on a potential buyer of the District's credits at \$30 per ton CO2 equivalency for the trees planted at Fox River

Bluffs. If 50% of the credits available for purchase in FY22 are sold, it will generate approximately \$70,000 of unrestricted income for the District.

A draft letter of engagement will be reviewed at the Finance Committee for development of a formal purchase contract by City Forest Credits.

#### Electrical Storm Damage at Hoover

The District is completing final repairs to systems damaged by lightning at Hoover Forest Preserve.

The District may receive a reimbursement of the \$2,138.90 WaterPlay Solutions component that was replaced in August under the terms of the District's warranty.

#### Millington Forest Preserve – Reciprocal Access Agreement

The District has completed a draft of the reciprocal access agreement for Millington Forest Preserve. Under the proposed agreement, horse boarders at the BrighterDaze Farm would be granted access to designated trail corridor(s) within the preserve in exchange for District employee and contractor access through the Bright Farm entry drive. Securing a longer term solution for access of farming equipment to the agricultural fields at Millington FP was identified as a top priority by the KC-State's Attorney's Office in 2015.

#### Forest Foundation of Kendall County Updates

The Pigott Family Dedication Marker (plaque and boulder) has been completed, and will be installed near the hilltop shelter at Pickerill-Pigott later this fall.

The Foundation has also approved costs for purchase of a "tree-hugger" bench and memorial plaque in memory of Jesse Hafenrichter to be installed at the Hoover Nature Play Space area.

#### Baker Woods Hay Report

The draft 2021 hay report is attached. Based on the Iowa Hay Market Reports, the District will receive an additional \$800 from production this year.

#### Holt Road Property Re-inspection

District staff have confirmed that additional encroachment has occurred on the property co-owned by the District and Village of Minooka. The District is coordinating response and completion of a formal investigation with the Kendall County Sheriff's Office and State's Attorney's Office to address ongoing encroachment issues.

Respectfully submitted,

David Guritz  
Executive Director

## America Rescue Plan Act Project Application Internal

**\*Please fill out Items 1-6 only\***

- 1. Date: September 14, 2021
- 2. Applicant Name: David Guritz, Executive Director
- 3. Department: Kendall County Forest Preserve District

4. Amount Requested: \$330,000.00 per IGA

Fiscal Year	Amount
FY21	\$ 30,000
FY22	\$ 100,000
FY23	\$ 100,000
FY24	\$ 100,000
<b>Total</b>	<b>\$ 330,000</b>

5. Explain how COVID-19 has impacted your Department/Office/Operation, including dates of impact:

The District experienced an Operating Fund (Fund 1900) revenue loss from Fees, Fines and Charges between FY19 and FY20. In the District’s 5-year audit report, program revenues decreased from \$358,281 in FY19 to \$250,362 in FY20, a loss of \$107,919.

Source: *Mack and Associates FY20 Audit – Page 38*

This loss impacted the District’s ability to replace vacant grounds maintenance positions, resulting in an overall reduction in grounds maintenance staff support in FY21 in order to balance the District’s Operating Fund in accordance with the District’s Fund Balance Policy.

Overall fund balance loss was (\$146,957) in FY20 resulting from increased expenditures to maintain District properties, programs and public services within COVID-19 shelter-at-home, social distancing, and group size limitation requirements.

This loss prompted budget cuts in FY21. FY21 budget cuts has impacted the District’s ability to satisfactorily maintain District preserves during a time where both resident and non-resident visitation has increased within all preserve areas and as demand for public at-leisure outdoor recreation opportunities increased.

As a result, American Rescue Plan Act funds are needed to address preserve maintenance priorities to address infrastructure impacts from public use and preserve maintenance and public safety issues as identified in the District’s five-year plan.

Finance/County Board Approval  
Date:

Accounting Processed  
Date:

## America Rescue Plan Act Project Application Internal

6. In sufficient detail please provide how and what the funds would be used for and attach supporting documentation (if applicable):

ARPA funds will be used to fund a single full time Grounds Maintenance Worker position beginning in FY21 through FY24, and three 480-hour seasonal positions FY22 through FY24.

Remaining funds will be used to address identified capital projects priorities. The District has completed a trail condition survey for the multi-use asphalt trails at Hoover Forest Preserve. The initial contractor estimate received for repair of the Hoover Forest Preserve multi-use trails is \$59,540.00.

**KCFPD ARPA Funding Allocations - FY21 through FY24**

	FY21 (2-Months)	FY22	FY23	FY24	Totals
ARPA Funding	\$30,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$330,000.00
Base Salary	\$5,433.33	\$33,904.00	\$35,260.00	\$36,670.00	\$111,267.33
IMRF	\$378.67	\$2,712.32	\$2,820.80	\$2,933.60	\$8,845.39
FICA/SS	\$415.67	\$2,593.66	\$2,697.39	\$2,805.26	\$8,511.97
Medical	\$3,750.33	\$25,877.30	\$29,758.90	\$34,222.73	\$93,609.26
Dental	\$150.63	\$994.18	\$1,093.60	\$1,202.96	\$3,441.37
Life	\$3.50	\$21.00	\$21.00	\$21.00	\$66.50
<b>Total FT Salary Costs</b>	<b>\$10,132.13</b>	<b>\$66,102.46</b>	<b>\$71,651.68</b>	<b>\$77,855.54</b>	<b>\$225,741.81</b>
<b>Total PT (Seasonal) Salary Costs</b>	<b>\$0.00</b>	<b>\$17,280.00</b>	<b>\$18,720.00</b>	<b>\$20,160.00</b>	<b>\$56,160.00</b>
<b>Funds Remaining for Maintenance Priorities</b>	<b>\$19,867.87</b>	<b>\$16,617.54</b>	<b>\$9,628.32</b>	<b>\$1,984.46</b>	<b>\$48,098.19</b>

*ARPA Question 2.18 of the FAQs, the Treasury confirmed recipients can use Recovery Funds for the following purposes for outdoor spaces/parks: (1) to improve spaces in areas that have been disproportionately impacted by the pandemic; and (2) maintenance and upkeep issues because of the increased use parks saw during the pandemic.*

**Ultimately, final allocation of ARPA funding is subject to Commission review and approval as part of the District’s budget approval process.**

Finance/County Board Approval  
Date:

Accounting Processed  
Date:

# America Rescue Plan Act Project Application Internal

**\*For Administration and Treasurer Use Only\***

Project Category	
Project Number	
Project Name	
Org/Object	
Accounting Treatment	
Transfer To/From Org/Object	
Task	
Expenditure/Obligations:	
Current Obligations	
Cumulative Obligations	
Current Expenditures	
Cumulative Expenditures	
Status	

Finance/County Board Approval  
Date:

Accounting Processed  
Date:

To: Nate Fazio  
 From: David Guritz  
 RE: 2021 Baker Woods Hay Production Report and Invoice  
 Date: 14-Sep-21

Cutting	Small Bale Count	Fazio Share	District Share	Bales Stored	Storage & Delivery Fee (Per Bale)	Bales Purchased (50% Market Price)	Market Price per Ton or Small Bale	Amount Due
First Cutting*	1660	1180	480			350	\$6.00	\$2,100.02
Second Cutting**	303	264	39			112.5	\$6.00	\$675.00
Third Cutting***	429		429			214.5	\$5.00	-\$1,072.50
Storage Fee				0	\$0.50			\$0.00
Inputs (fertilizer/other expenses at 50% (receipts required))								
<b>Total Amount Owed to District</b>								<b>\$800.22</b>

26-May  
 10-Jun  
 13-Sep

Fertilizer Costs per  
 CHS Elburn Invoice

Iowa Hay Report for May 25, 2021									
<a href="https://downloads.usda.library.cornell.edu/usda-esmis/files/wd375w32h/4t64hh735/5d86pv696/AMS_2807.PDF">https://downloads.usda.library.cornell.edu/usda-esmis/files/wd375w32h/4t64hh735/5d86pv696/AMS_2807.PDF</a>									
Alfalfa/Grass Mix - Good/Premium (Ask/Per Ton)									
Large Square 3 X 4 \$200.00 per ton									
First Cutting*	Bale Count	Cost per Ton	Total Tons (1,660/33.333 small bales per ton)	Total Cost @ 50% Market Value	Total Tons Retained by Fazio over 50%	Total Cost @ 50% Market Value	Small Bales Retained by Fazio over 50%	Total Small Bales Retained by District over 50%	Amount Due
	1600	\$200/ton	49.80	\$4,980.00		\$2,100.02			
Iowa Hay Report for June 8, 2021									
<a href="https://downloads.usda.library.cornell.edu/usda-esmis/files/wd375w32h/cv43ps67h/pc28bd883/AMS_2807.PDF">https://downloads.usda.library.cornell.edu/usda-esmis/files/wd375w32h/cv43ps67h/pc28bd883/AMS_2807.PDF</a>									
Alfalfa/Grass Mix - Good/Premium (Offer per Small Bale)									
Small Bale \$6.00 per bale									
Second Cutting**	Bale Count	Cost per Small Bale	Total Cost @ 50% Market Value	Small Bales Retained by Fazio over 50%	Total Small Bales Retained by Fazio over 50%	Total Cost @ 50% Market Value	Small Bales Retained by District over 50%	Total Small Bales Retained by District over 50%	Amount Due
	303	\$6.00	\$909.00	112.5	\$675.00		214.5	\$1,072.50	
Iowa Hay Report for Sept. 14, 2021									
<a href="https://downloads.usda.library.cornell.edu/usda-esmis/files/wd375w32h/cr56p0230/kw52k8649/AMS_2807.PDF">https://downloads.usda.library.cornell.edu/usda-esmis/files/wd375w32h/cr56p0230/kw52k8649/AMS_2807.PDF</a>									
Grass - Good/Premium (Offer per Small Bale)									
Small Bale \$5.00 per bale									
Third Cutting**	Bale Count	Cost per Small Bale	Total Cost @ 50% Market Value	Small Bales Retained by District over 50%	Total Small Bales Retained by District over 50%	Total Cost @ 50% Market Value	Small Bales Retained by District over 50%	Total Small Bales Retained by District over 50%	Amount Due
	429	\$5.00	\$2,145.00	214.5	\$1,072.50		214.5	\$1,072.50	
<b>KCFPD Invoice Amount \$1,036.85</b>									
Please make your check payable to Kendall County Forest Preserve District 110 W. Madison Street Yorkville, IL 60560									
Payment Due by 10/31/2021									



ACCOUNTS FOR: 1900	Forest Preserve	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
190011	Forest Preserve							
190011	40300	0	-45	-46.23	.00	.00	1.23	102.7%
190011	40350	0	-215,029	-215,085.83	.00	.00	56.83	100.0%
190011	41010	-640,646	-640,646	-366,564.01	-23,440.83	.00	-274,081.99	57.2%*
190011	41350	-591	-591	-113.82	-14.05	.00	-477.18	19.3%*
190011	42250	-620	-9,754	-16,732.53	-348.00	.00	6,978.53	171.5%*
190011	42860	-500	-5,500	.00	.00	.00	-5,500.00	.0%*
190011	42930	-95,379	-95,379	-93,329.78	.00	.00	-2,049.22	97.9%*
190011	42940	-2,219	-2,219	-2,125.05	-311.70	.00	-93.95	95.8%*
190011	51090	10,000	10,000	72.00	.00	.00	9,928.00	.7%
190011	51160	0	0	4,449.88	1,750.00	.00	-4,449.88	100.0%*
190011	51390	161,800	161,800	111,716.74	9,341.78	.00	50,083.26	69.0%*
190011	51470	21,626	21,626	10,901.15	1,268.26	.00	10,724.85	50.4%
190011	61160	16,416	16,416	21,676.78	2,051.76	.00	-5,260.78	132.0%*
190011	61170	14,032	14,032	.00	.00	.00	14,032.00	.0%*
190011	61230	28,789	28,789	21,361.36	1,412.39	.00	7,427.64	74.2%
190011	62000	1,000	8,906	5,652.42	234.98	.00	3,253.58	63.5%
190011	62040	500	500	250.00	.00	.00	250.00	50.0%
190011	62090	600	1,000	876.09	.00	.00	123.91	87.6%
190011	62150	4,250	5,668	3,354.95	.00	.00	2,313.05	59.2%*
190011	62160	0	0	228.02	.00	.00	-228.02	100.0%*
190011	62510	2,900	3,000	1,830.08	46.89	.00	1,169.92	61.0%
190011	62590	8,000	8,000	8,000.00	.00	.00	.00	100.0%
190011	63100	59,514	52,592	52,773.00	.00	.00	-181.00	100.3%*
190011	63510	500	1,000	.00	.00	.00	500.00	.0%*
190011	63590	500	1,000	804.92	.00	.00	195.08	80.5%
190011	64340	400	400	216.00	.00	.00	184.00	54.0%
190011	64440	400	400	889.98	.00	.00	4,110.02	17.8%*
190011	64540	0	1,000	891.94	.00	.00	108.06	89.2%*
190011	68560	5,750	6,750	6,257.86	834.76	.00	492.14	92.7%
190011	69790	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	1,100	1,100	1,285.24	245.00	.00	-185.24	116.8%*
19001160	51390	10,071	10,071	6,589.52	776.24	.00	3,481.48	65.4%
19001160	62000	250	750	432.51	.00	.00	317.49	57.7%





09/01/2021 15:59  
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Kendall County  
YEAR-TO-DATE BUDGET REPORT

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	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%
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%*



09/01/2021 15:59  
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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
19001164	42860 Donations	-200	-200	.00	.00	.00	-200.00	.0%*
19001164	51160 Salaries - Part Tim	37,638	37,638	4,834.50	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%



Kendall County  
YEAR-TO-DATE BUDGET REPORT

09/01/2021 15:59  
LCaldwell

FOR 2021 09

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	762.75	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 Maintenan	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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ACCOUNTS FOR:  
1900 Forest Preserve

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
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%*

ACCOUNTS FOR:  
1900 Forest Preserve

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
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	200	1,209	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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ACCOUNTS FOR: 1900 Forest Preserve	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
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%
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%
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%
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	-21,625	-2,625	-3,805.00	-360.00	.00	1,180.00	145.0%*
19001183 42920 Preserve Improvemen	-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%
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 OSAD 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 Ciplnd	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

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
190211 FP Debt Service 2012							
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 68540 Fiscal Agent Fee	0	0	450.00	.00	.00	-450.00	100.0%*
190211 68550 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:  
1903 FP Debt Service 2015/2016/2017

190311 FP Debt Service 2015/2016/2017

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
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:  
1905 OSLAD Grant

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
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	

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 Bnd P	0	-393,698	-393,698.00	.00	.00	.00	100.0%
190711 40340 Transf fr Fox Rvr 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	-50,000	-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 Pollinato	0	-10,000	.00	.00	.00	-10,000.00	0%
190711 61430 Transfer to Land Cash	0	52,700	2,420.00	.00	.00	52,700.00	0%
190711 62160 Equipment	46,447	33,762	20,801.39	.00	.00	31,342.00	7.2%
190711 66500 Miscellaneous Expense	0	33,762	20,801.39	.00	.00	12,960.61	61.6%
190711 67410 Land / Right of Way A	210,214	0	.00	.00	.00	.00	0%
190711 68500 Project Fund Expenses	0	380,590	8,994.05	.00	.00	371,595.95	2.4%
190711 68510 ICECF K-12 Pollinator	0	12,000	9,055.99	.00	.00	2,944.01	75.5%
190711 68520 ICECF Pilot Pollinato	0	20,000	.00	.00	.00	20,000.00	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%

FOR 2021 09

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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YEAR-TO-DATE BUDGET REPORT

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FOR 2021 09

ACCOUNTS FOR:	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
1908 Fox River Bluffs Access RTP Gr							
190811 Fox River Bluffs Access RTP Gr							
190811 40300 Transf. from FP End 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%





FOR 2021 09

ACCOUNTS FOR:	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
1909 FP Fox River Bluffs Crop Conv.							
190911 FP Fox River Bluffs Crop Conv.							
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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FOR 2021 09

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	.00%
191011 42490 Other Revenue	-32,000	0	.00	.00	.00	.00	.00%
191011 42910 Land Cash	0	-157,514	-157,514.00	.00	.00	.00	100.00%
191011 42970 Grant Award	0	-136,640	.00	.00	.00	-136,640.00	.00%
191011 61300 Transf. to FP Bnd Prd	189,514	0	.00	.00	.00	.00	.00%
191011 67410 Land Acquisition	0	210,214	2,000.00	.00	.00	208,214.00	1.00%
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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FOR 2021 09

ACCOUNTS FOR:  
1911 FP Liability Insurance Fund

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
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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FOR 2021 09

ACCOUNTS FOR:  
1912 FP Series 2021 Bond Proceeds

191211 FP Series 2021 Bond Proceeds

191211 43790 Bond Proceeds

TOTAL FP Series 2021 Bond Proceed

TOTAL FP Series 2021 Bond Proceed

TOTAL REVENUES

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
	0	0	-1,242,979.09	.00	.00	1,242,979.09	100.0%
	0	0	-1,242,979.09	.00	.00	1,242,979.09	100.0%
	0	0	-1,242,979.09	.00	.00	1,242,979.09	100.0%
	0	0	-1,242,979.09	.00	.00	1,242,979.09	100.0%

FOR 2021 09

	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 \*\*



CLERK: jgranholm BATCH: 1820 NEW INVOICES

VENDOR REMIT NAME	INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE
HELD INVOICES							
5	00000 AAREN PEST CONTR 34820		091521F	65.00	.00	.00	
	CASH 000008 2021/10 INV 08/29/2021 SEP-CHK: Y DISC: .00						
	ACCT 1Y210 DEPT 11 DUE 09/15/2021 DESC:Aaren Pest Control-Hoover				19001171 68580	65.00	1099:7
CONDITIONS THAT PREVENT POSTING INVOICE 5/20765							
* Invoice must be approved or voided to post.							
21	00000 ADS, INC SI-555664		091521F	219.87	.00	.00	
	CASH 000008 2021/10 INV 08/24/2021 SEP-CHK: Y DISC: .00						
	ACCT 1Y210 DEPT 11 DUE 09/14/2021 DESC:Alarm Services at Ellis House				19001160 68580	109.94	1099:
					19001161 68580	109.93	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 21/20710							
* Invoice must be approved or voided to post.							
51	00001 AMAZON.COM LCWK-L6M0-GCVM		091521F	66.77	.00	.00	
	CASH 000008 2021/10 INV 09/06/2021 SEP-CHK: Y DISC: .00						
	ACCT 1Y210 DEPT 11 DUE 10/06/2021 DESC:Amazon Education Dept Purchases				19001177 63030	24.93	1099:
					19001179 63030	41.84	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 51/20856							
* Invoice must be approved or voided to post.							
529	00000 EQUINE VETERINAR 224278		091521F	335.00	.00	.00	
	CASH 000008 2021/10 INV 08/05/2021 SEP-CHK: Y DISC: .00						
	ACCT 1Y210 DEPT 11 DUE 09/15/2021 DESC:Vet Services for Keeper				19001164 63020	335.00	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 529/20853							
* Invoice must be approved or voided to post.							
541	00000 FIRST NATIONAL B 3583091521		091521F	1,980.94	.00	.00	
	CASH 000008 2021/10 INV 09/02/2021 SEP-CHK: Y DISC: .00						
	ACCT 1Y210 DEPT 11 DUE 09/27/2021 DESC:Guritz Credit Card Aug 2021				19001183 63110	167.76	1099:
					19001164 63000	753.50	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 541/20831							
* Invoice must be approved or voided to post.							
					19001180 63030	9.98	1099:
					19001178 63030	192.15	1099:
					19001177 63030	81.38	1099:
					190011 62150	384.00	1099:



VENDOR REMIT NAME	INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE
541 00000 FIRST NATIONAL B 6660091521	091521F			317.63	190011 62040 19001161 62270 190011 62000		10.00 1099: 167.85 1099: 214.32 1099:
CASH 000008 2021/10 INV 09/02/2021 SEP-CHK: Y DISC: .00							
ACCT 1Y210 DEPT 11 DUE 09/27/2021 DESC:Vick Credit Card Aug 2021							
CONDITIONS THAT PREVENT POSTING INVOICE 541/20833							
* Invoice must be approved or voided to post.							
556 00000 FLATSO'S TIRE SH 20697	091521F			780.00	19001183 62160 19001164 63000		106.09 1099: 211.54 1099:
CASH 000008 2021/10 INV 08/23/2021 SEP-CHK: Y DISC: .00							
ACCT 1Y210 DEPT 11 DUE 09/22/2021 DESC:Flatso's service							
CONDITIONS THAT PREVENT POSTING INVOICE 556/20728							
* Invoice must be approved or voided to post.							
1030 00000 J & D DOOR SALES 110752	091521F			145.00	19001171 66500		145.00 1099:7
CASH 000008 2021/10 INV 08/26/2021 SEP-CHK: Y DISC: .00							
ACCT 1Y210 DEPT 11 DUE 09/15/2021 DESC:Service call to Hoover							
CONDITIONS THAT PREVENT POSTING INVOICE 1030/20744							
* Invoice must be approved or voided to post.							
1060 00000 JOHN DEERE FINAN 111113-29745091521	091521F			78.88	19001183 63110 19001183 63110		57.93 1099: 20.95 1099:
CASH 000008 2021/10 INV 08/27/2021 SEP-CHK: Y DISC: .00							
ACCT 1Y210 DEPT 11 DUE 09/15/2021 DESC:Rural King Purchases-Grounds							
CONDITIONS THAT PREVENT POSTING INVOICE 1060/20753							
* Invoice must be approved or voided to post.							
1060 00000 JOHN DEERE FINAN 111113-41567091521	091521F			49.91	19001162 68580		49.91 1099:
CASH 000008 2021/10 INV 08/11/2021 SEP-CHK: Y DISC: .00							
ACCT 1Y210 DEPT 11 DUE 09/15/2021 DESC:Supplies for Ellis							
CONDITIONS THAT PREVENT POSTING INVOICE 1060/20859							
* Invoice must be approved or voided to post.							

VENDOR REMIT NAME	INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE
1152 00000 KENDALL PLUMBING 21032441	091521F		091521F	1,139.00	.00	.00	
CASH 000008 2021/10 INV 08/27/2021 SEP-CHK: Y DISC: .00					1,139.00	1099:7	
ACCT 1Y210 DEPT 11 DUE 09/15/2021 DESC:Air Conditioning Service at Hoover Residence					19001171 63120		
CONDITIONS THAT PREVENT POSTING INVOICE 1152/20708							
* Invoice must be approved or voided to post.							
1152 00000 KENDALL PLUMBING 21032432	091521F		091521F	329.00	.00	.00	
CASH 000008 2021/10 INV 08/23/2021 SEP-CHK: Y DISC: .00					329.00	1099:7	
ACCT 1Y210 DEPT 11 DUE 09/15/2021 DESC:Ellis service air conditioning					19001160 68580		
CONDITIONS THAT PREVENT POSTING INVOICE 1152/20709							
* Invoice must be approved or voided to post.							
1153 00000 KENDALL CO HIGHW 091521	091521F		091521F	774.70	.00	.00	
CASH 000008 2021/10 INV 09/01/2021 SEP-CHK: Y DISC: .00					774.70	1099:	
ACCT 1Y210 DEPT 11 DUE 09/15/2021 DESC:Grounds Gas Use					19001183 63090		
CONDITIONS THAT PREVENT POSTING INVOICE 1153/20751							
* Invoice must be approved or voided to post.							
1199 00000 KLUBER, INC. 7715	091521F		091521F	15,084.30	.00	.00	
CASH 000008 2021/10 INV 06/30/2021 SEP-CHK: Y DISC: .00					15,084.30	1099:	
ACCT 1Y210 DEPT 11 DUE 09/15/2021 DESC:Pickerrill Estate House Conversion					191311 70060		
CONDITIONS THAT PREVENT POSTING INVOICE 1199/20729							
* Invoice must be approved or voided to post.							
1199 00000 KLUBER, INC. 7716	091521F		091521F	1,942.50	.00	.00	
CASH 000008 2021/10 INV 06/30/2021 SEP-CHK: Y DISC: .00					1,942.50	1099:	
ACCT 1Y210 DEPT 11 DUE 09/15/2021 DESC:Pickerrill Estate Re-Roofing					191311 70060		
CONDITIONS THAT PREVENT POSTING INVOICE 1199/20730							
* Invoice must be approved or voided to post.							
1323 00000 MENARDS 22616	091521F		091521F	49.17	.00	.00	
CASH 000008 2021/10 INV 08/18/2021 SEP-CHK: Y DISC: .00					49.17	1099:	
ACCT 1Y210 DEPT 11 DUE 09/15/2021 DESC:Ellis House Supplies					19001160 68580		



CLERK: jgranholm BATCH: 1820

NEW INVOICES

VENDOR REMIT NAME	INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE
CONDITIONS THAT PREVENT POSTING INVOICE 1323/20717							
* Invoice must be approved or voided to post.							
1323 00000 MENARDS	23277		091521F	329.61	.00	.00	
CASH 000008	INV 08/26/2021	SEP-CHK: Y	DISC: .00		19001171 63120	261.78	1099:
ACCT 1Y210	DUE 09/15/2021	DESC:Hoover supplies			19001171 68580	59.96	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 1323/20718							
* Invoice must be approved or voided to post.							
1323 00000 MENARDS	22735		091521F	419.65	.00	.00	
CASH 000008	INV 08/19/2021	SEP-CHK: Y	DISC: .00		190711 66500	419.65	1099:
ACCT 1Y210	DUE 09/15/2021	DESC:Wood for bridge repairs					
CONDITIONS THAT PREVENT POSTING INVOICE 1323/20719							
* Invoice must be approved or voided to post.							
1323 00000 MENARDS	22736		091521F	135.48	.00	.00	
CASH 000008	INV 08/19/2021	SEP-CHK: Y	DISC: .00		19001183 63110	135.48	1099:
ACCT 1Y210	DUE 09/15/2021	DESC:Shop supplies					
CONDITIONS THAT PREVENT POSTING INVOICE 1323/20720							
* Invoice must be approved or voided to post.							
1323 00000 MENARDS	23310		091521F	148.88	.00	.00	
CASH 000008	INV 08/27/2021	SEP-CHK: Y	DISC: .00		190711 66500	148.88	1099:
ACCT 1Y210	DUE 09/15/2021	DESC:Menards Bridge Repair supplies					
CONDITIONS THAT PREVENT POSTING INVOICE 1323/20761							
* Invoice must be approved or voided to post.							
1323 00000 MENARDS	23311		091521F	2.18	.00	.00	
CASH 000008	INV 08/27/2021	SEP-CHK: Y	DISC: .00		190711 66500	2.18	1099:
ACCT 1Y210	DUE 09/15/2021	DESC:Menards Bridge repair supplies					
CONDITIONS THAT PREVENT POSTING INVOICE 1323/20762							
* Invoice must be approved or voided to post.							



CLERK: jgranholm BATCH: 1820

VENDOR REMIT NAME	INVOICE	PO	NEW INVOICES	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE
1323 00000 MENARDS	<u>23274</u>		091521F	278.53	.00		.00
CASH 000008	INV 08/26/2021	SEP-CHK: Y	DISC: .00				
ACCT <u>1Y210</u>	DUE 09/15/2021	DESC:Replacement microwave at Hoover Residence			<u>19001171 63120</u>	278.53	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 1323/20851							
* Invoice must be approved or voided to post.							
1323 00000 MENARDS	<u>23548</u>		091521F	16.68	.00		.00
CASH 000008	INV 08/30/2021	SEP-CHK: Y	DISC: .00				
ACCT <u>1Y210</u>	DUE 09/15/2021	DESC:Bridge Repair supplies			<u>190711 66500</u>	16.68	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 1323/20858							
* Invoice must be approved or voided to post.							
1323 00000 MENARDS	<u>23549</u>		091521F	37.89	.00		.00
CASH 000008	INV 08/30/2021	SEP-CHK: Y	DISC: .00				
ACCT <u>1Y210</u>	DUE 09/15/2021	DESC:Ellis House Supplies			<u>19001160 68580</u>	37.89	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 1323/20974							
* Invoice must be approved or voided to post.							
1605 00000 RIEMENSCHNEIDER	<u>12769</u>		091521F	385.34	.00		.00
CASH 000008	INV 08/27/2021	SEP-CHK: Y	DISC: .00				
ACCT <u>1Y210</u>	DUE 09/15/2021	DESC:Service and supplies for storm Damage at Hoover			<u>19001171 63120</u>	385.34	1099:7
CONDITIONS THAT PREVENT POSTING INVOICE 1605/20706							
* Invoice must be approved or voided to post.							
1605 00000 RIEMENSCHNEIDER	<u>12770</u>		091521F	315.00	.00		.00
CASH 000008	INV 08/27/2021	SEP-CHK: Y	DISC: .00				
ACCT <u>1Y210</u>	DUE 09/15/2021	DESC:Hobbit Tunnel Service			<u>1900111 68000</u>	315.00	1099:7
CONDITIONS THAT PREVENT POSTING INVOICE 1605/20707							
* Invoice must be approved or voided to post.							
1665 00000 SHAW MEDIA	<u>10085118091521</u>		091521F	59.99	.00		.00
CASH 000008	INV 08/31/2021	SEP-CHK: Y	DISC: .00				
ACCT <u>1Y210</u>	DUE 09/15/2021	DESC:Website Hosting			<u>1900111 68430</u>	59.99	1099:

CLERK: jgranholm BATCH: 1820 NEW INVOICES

VENDOR REMIT NAME	INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE
CONDITIONS THAT PREVENT POSTING INVOICE 1665/20860							
* Invoice must be approved or voided to post.							
1849 00001 VERIZON	342034821-0001091521		091521F	654.62	.00	.00	
CASH 000008	INV 08/26/2021	SEP-CHK: Y	DISC: .00				
ACCT 1Y210	DUE 09/15/2021	DESC:Verizon		19001183	63540	654.62	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 1849/20727							
* Invoice must be approved or voided to post.							
1937 00000 WIRE WIZARD OF I	356561		091521F	105.00	.00	.00	
CASH 000008	INV 09/01/2021	SEP-CHK: Y	DISC: .00				
ACCT 1Y210	DUE 10/01/2021	DESC:Alarm monitoring	10/1-12/31/21 Hoover	19001171	62270	105.00	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 1937/20711							
* Invoice must be approved or voided to post.							
1937 00000 WIRE WIZARD OF I	356562		091521F	180.00	.00	.00	
CASH 000008	INV 09/01/2021	SEP-CHK: Y	DISC: .00				
ACCT 1Y210	DUE 10/01/2021	DESC:Alarm monitoring	10/1-12/31/21 Meadowhawk	19001171	62270	180.00	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 1937/20712							
* Invoice must be approved or voided to post.							
1954 00000 YORKVILLE NAPA A	213519155		091521F	153.08	.00	.00	
CASH 000008	INV 09/01/2021	SEP-CHK: Y	DISC: .00				
ACCT 1Y210	DUE 09/15/2021	DESC:NAPA Grounds Supplies		19001183	62160	41.41	1099:
				19001183	63110	111.67	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 1954/20764							
* Invoice must be approved or voided to post.							
2047 00000 COMED	0927007163091521		091521F	24.84	.00	.00	
CASH 000008	INV 09/01/2021	SEP-CHK: Y	DISC: .00				
ACCT 1Y210	DUE 09/08/2021	DESC:ComEd Richard Young		190011	63510	24.84	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 2047/20721							
* Invoice must be approved or voided to post.							



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INVOICE ENTRY PROOF LIST

CLERK: jgranholm BATCH: 1820

NEW INVOICES

VENDOR REMIT NAME	INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE
2047 00000 COMED	<u>1123166102091521</u>		091521F	24.38	.00		.00
CASH <u>000008</u>	INV 09/01/2021 SEP-CHK: Y DISC: .00				<u>190011 63510</u>	24.38	1099:
ACCT <u>1Y210</u>	DUE 10/22/2021 DESC:ComEd Jay Woods						
CONDITIONS THAT PREVENT POSTING INVOICE 2047/20722							
* Invoice must be approved or voided to post.							
2047 00000 COMED	<u>5514228011091521</u>		091521F	64.05	.00		.00
CASH <u>000008</u>	INV 09/01/2021 SEP-CHK: Y DISC: .00				<u>19001184 63100</u>	64.05	1099:
ACCT <u>1Y210</u>	DUE 09/16/2021 DESC:ComEd Pickerill						
CONDITIONS THAT PREVENT POSTING INVOICE 2047/20723							
* Invoice must be approved or voided to post.							
2047 00000 COMED	<u>5514710005091521</u>		091521F	27.84	.00		.00
CASH <u>000008</u>	INV 09/01/2021 SEP-CHK: Y DISC: .00				<u>190011 63510</u>	27.84	1099:
ACCT <u>1Y210</u>	DUE 10/11/2021 DESC:ComEd Harris Arena						
CONDITIONS THAT PREVENT POSTING INVOICE 2047/20724							
* Invoice must be approved or voided to post.							
2047 00000 COMED	<u>5514711002091521</u>		091521F	97.51	.00		.00
CASH <u>000008</u>	INV 09/01/2021 SEP-CHK: Y DISC: .00				<u>190011 63510</u>	97.51	1099:
ACCT <u>1Y210</u>	DUE 10/11/2021 DESC:ComEd Harris						
CONDITIONS THAT PREVENT POSTING INVOICE 2047/20725							
* Invoice must be approved or voided to post.							
2047 00000 COMED	<u>1938021081091521</u>		091521F	86.18	.00		.00
CASH <u>000008</u>	INV 08/30/2021 SEP-CHK: Y DISC: .00				<u>19001171 63100</u>	86.18	1099:
ACCT <u>1Y210</u>	DUE 09/21/2021 DESC:ComEd Hoover Residence						
CONDITIONS THAT PREVENT POSTING INVOICE 2047/20854							
* Invoice must be approved or voided to post.							
2047 00000 COMED	<u>0756081017091521</u>		091521F	105.89	.00		.00
CASH <u>000008</u>	INV 08/30/2021 SEP-CHK: Y DISC: .00				<u>19001171 63100</u>	105.89	1099:
ACCT <u>1Y210</u>	DUE 09/21/2021 DESC:ComEd Hoover Bathroom						

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NEW INVOICES

VENDOR REMIT NAME	INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE
CONDITIONS THAT PREVENT POSTING INVOICE 2047/20855							
* Invoice must be approved or voided to post.							
2047 00000 COMED	0793673015091521		091521F	819.20	.00		.00
CASH 000008	2021/10 INV 09/09/2021	SEP-CHK: Y	DISC: .00			819.20	1099:
ACCT 1Y210	DEPT 11 DUE 10/22/2021	DESC:ComEd Hoover Multiple Meters			19001171 63100		
CONDITIONS THAT PREVENT POSTING INVOICE 2047/20901							
* Invoice must be approved or voided to post.							
2067 00000 QUICK SIGNS	22441		091521F	281.25	.00		.00
CASH 000008	2021/10 INV 08/26/2021	SEP-CHK: Y	DISC: .00			281.25	1099:
ACCT 1Y210	DEPT 11 DUE 09/15/2021	DESC:Bow Hunt Program Signage			19001183 63110		
CONDITIONS THAT PREVENT POSTING INVOICE 2067/20726							
* Invoice must be approved or voided to post.							
2225 00000 AIR WANS WIRELES	169424		091521F	69.00	.00		.00
CASH 000008	2021/10 INV 09/01/2021	SEP-CHK: Y	DISC: .00			69.00	1099:
ACCT 1Y210	DEPT 11 DUE 09/16/2021	DESC:Internet Service			19001183 63540		
CONDITIONS THAT PREVENT POSTING INVOICE 2225/20812							
* Invoice must be approved or voided to post.							
3131 00000 GROOT INC	7580473		091521F	500.61	.00		.00
CASH 000008	2021/10 INV 09/01/2021	SEP-CHK: Y	DISC: .00			401.03	1099:
ACCT 1Y210	DEPT 11 DUE 09/15/2021	DESC:Groot Services			19001183 63070		1099:
CONDITIONS THAT PREVENT POSTING INVOICE 3131/20857							
* Invoice must be approved or voided to post.							
3233 00000 SCHWAKE STONE LT	03305		091521F	390.00	.00		.00
CASH 000008	2021/10 INV 08/23/2021	SEP-CHK: Y	DISC: .00			390.00	1099:
ACCT 1Y210	DEPT 11 DUE 09/15/2021	DESC:Labor install for plaque on boulder			190011 68500		
CONDITIONS THAT PREVENT POSTING INVOICE 3233/20713							
* Invoice must be approved or voided to post.							

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INVOICE ENTRY PROOF LIST

CLERK: jgranholm BATCH: 1820

NEW INVOICES

VENDOR REMIT NAME	INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE
3235 00000 MIDWEST REALTY C	09152021		091521F	6,000.00	.00		.00
CASH 000008 2021/10 INV 09/15/2021	SEP-CHK: Y	DISC: .00					
ACCT 1Y210 DEPT 11 DUE 09/15/2021	DESC: Appraisal reports per agreement				191011 67410		6,000.00 1099:
CONDITIONS THAT PREVENT POSTING INVOICE 3235/20714							
* Invoice must be approved or voided to post.							
3236 00000 JAVIER BARRIOS	09152021		091521F	1,000.00	.00		.00
CASH 000008 2021/10 INV 09/15/2021	SEP-CHK: Y	DISC: .00					
ACCT 1Y210 DEPT 11 DUE 09/15/2021	DESC: Ellis Event Security Deposit Refund				19001168 63040		1,000.00 1099:
CONDITIONS THAT PREVENT POSTING INVOICE 3236/20715							
* Invoice must be approved or voided to post.							
3243 00000 NICK FORSHEE	21-00184		091521F	43.85	.00		.00
CASH 000008 2021/10 INV 09/03/2021	SEP-CHK: Y	DISC: .00					
ACCT 1Y210 DEPT 11 DUE 09/15/2021	DESC: MHL Sec Dep Return				19001171 63040		43.85 1099:
CONDITIONS THAT PREVENT POSTING INVOICE 3243/20852							
* Invoice must be approved or voided to post.							
3245 00000 TAMMI SCHLEINING	09152021		091521F	360.00	.00		.00
CASH 000008 2021/10 INV 09/09/2021	SEP-CHK: Y	DISC: .00					
ACCT 1Y210 DEPT 11 DUE 09/15/2021	DESC: Refund for Aft Adv Cancelled				19001179 63040		360.00 1099:
CONDITIONS THAT PREVENT POSTING INVOICE 3245/20975							
* Invoice must be approved or voided to post.							
3250 00000 TIA PURNELL	21-00042		091521F	100.00	.00		.00
CASH 000008 2021/10 INV 09/13/2021	SEP-CHK: Y	DISC: .00					
ACCT 1Y210 DEPT 11 DUE 09/15/2021	DESC: Sec Dep Return Moonseed				19001171 63040		100.00 1099:
CONDITIONS THAT PREVENT POSTING INVOICE 3250/20983							
* Invoice must be approved or voided to post.							

48 HELD INVOICES TOTAL 36,574.20





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Kendall County  
INVOICE ENTRY PROOF LIST

CLERK: jgranholm BATCH: 1820 NEW INVOICES  
VENDOR REMIT NAME INVOICE PO CHECK RUN NET AMOUNT EXCEEDS PO BY PO BALANCE CHK/WIRE

0 INVOICE(S) REPORT POST TOTAL .00  
REPORT TOTALS .00

Kendall County Forest Preserve District  
Reciprocal Access and Designated Trail Riding License Agreement

This Reciprocal Access and Designated Trail Riding 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 Robert Bright as Trustee of the Madison Trust and Castle Bank N/A located at 10978 Crimmins Rd, Newark, IL 60541 (hereinafter the “Licensee”), a primary residence of the Bright Family.

RECITALS

1. The District owns the Millington Forest Preserve in Newark, Illinois, including parcels
2. Robert Bright owns the property known as Brighter Daze Farm in Newark, Illinois, including parcels 04-30-400-007; 04-29-300-010 and 04-29-300-012 that contain an access drive to Millington Forest Preserve
3. Millbrook North Forest Preserve contains natural areas, stream corridors and agricultural lands that includes an unimproved turf trail corridor (“License Area”), including parcels 04-29-300-011; 04-28-300-002; 04-29-300-013; 04-32-100-007; and 04-32-100-009.
4. District desires permitted access to the Licensee’s access drive as set forth on attached **Exhibit A** for vehicular and equipment access by District staff, ,and licensed farm operators, for the purposes of support natural area and natural resources management activities, licensed farming, and other preserve maintenance activities.
5. Licensee and licensee’s horse-boarding patrons desire permitted access to Millington Forest Preserve for the purpose of horseback riding on designated trails as specified in **Exhibit B**, and provide voluntary assistance maintaining the designated trails and corridor.

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. Reciprocal Grant of License - License Period

Subject to the terms and conditions contained in this Agreement, the District grants to Licensee **a fifteen-month license and special use permit (the “License”) beginning on October XX, 2021 and ending on December 31, 2022** to access the designated trail corridor (License Area) for horseback riding sunrise to sunset. Exhibit A and Exhibit B are 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 special use permit tags representing the total number of horses owned or boarded by Licensee’s family members,



employees, and patrons for display when accessing the Licensed Area. Licensee family members, employees, and patrons also shall have a non-exclusive right to use of the Licensed Area.

Subject to the terms and conditions of this Agreement, Licensee grants to the District a fifteen-month license beginning on October XX, 2021 and ending on December 31, 2022 to access Millington Forest Preserve for District purposes utilizing the Licensee's existing access drive located only on those parcels named within provision 2 of the above Recitals.

### 3. Non-Exclusive Licenses

Both Licenses shall be non-exclusive, and the District and Licensee shall continue its use of the Licensed Areas subject to the terms and conditions of this Agreement. The District shall have the right, but not the obligation, to access Millington Forest Preserve using the Licensee's access drive between 9 am and 4 pm Monday through Thursday 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. Reasonable access shall be provided outside of regular business as set forth above upon reasonable notice from the District. The District acknowledges that Licensee utilizes a gate to control access drive. The District agrees to email Licensee at [joannbright91@gmail.com](mailto:joannbright91@gmail.com), [atheis@griffithfoods.com](mailto:atheis@griffithfoods.com), [nicola@ryanex.com](mailto:nicola@ryanex.com), [BobSr2@route66construction.com](mailto:BobSr2@route66construction.com) at least twenty-four hours prior to accessing the drive during regular business hours and to request access outside of regular business hours. Should preserve use conflicts occur, District farming activities taking place at Millington Forest Preserve will take precedence over Licensee's permitted access to the designated trail corridors.

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

### 4. Payment Provisions

Licensee shall provide a lump sum payment to the District of one dollar (\$1.00) paid-in-hand representing payment in full for the fifteen month License for use of the District's License Area in accordance with Exhibit B. District shall provide a lump sum payment to the Licensee of one dollar (\$1.00) paid-in-hand representing payment in full for the fifteen month License for use of the Licensee's access drive in accordance with Exhibit B.

### 5. Trail Maintenance

Licensee, its contractors, agents and volunteers may, at its own expense, perform routine maintenance within the Licensed Area and defined trail corridor only. Maintenance shall be limited to clearing of overhanging limbs or vegetation within the designated trail corridor only. No motorized power equipment, mowers, or chemicals may be used or applied which may cause trail compaction and erosion and impacts to surrounding flora and vegetation without receiving prior written permission from the District's Executive Director. 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. Licensee shall email the District at [dquritz@co.kendall.il.us](mailto:dquritz@co.kendall.il.us) at least twenty four hours prior to entering the Licensed Area to perform any trail maintenance.

**Additionally, Licensee shall cleanup/pick-up and properly dispose of all trash and debris from the Licensed Area generated by Licensee's activities.**

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

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

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

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

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

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

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

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

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

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

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

Licensee shall immediately advise the District of any damage to any District property.

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.

#### 6. Indemnification

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

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

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

To the extent allowable by law, the District shall indemnify, hold harmless and defend with counsel of the Licensee's own choosing, the Licensee, its employees 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 District's usage of the Access Drive or those Claims are due to any negligent, intentional and/or willful acts, errors, omissions or misconduct of the District in its use of the Access Drive any other activities under this License. Nothing contained herein shall be construed as prohibiting the Licensee 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, the District hereby waives any and all rights or claims the District may have at any time against Licensee, its employees and agents for injury to or the death of any person, or for damage, destruction or loss of any property, sustained or incurred by the District or any person claiming by, through or under the District in connection with the exercise by such persons and the rights and privileges granted to the District 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 Licensee or their agents and employees. The District 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 the Licensee's property at any time during the License Period

#### 7. Provision and Maintenance of Equipment

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

#### 8. Licensee's Rights and Obligations

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

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

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

#### 9. Term, Termination and Modification

Either party 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 that party is cancelling the license due to no cause of the other party. 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.

Unless sooner terminated in accordance with the provisions of this Agreement, and subject to the survival of certain obligations as provided in this Agreement, this Agreement shall terminate for all purposes on December 31, 2022. Use of designated trail by the Licensee after this date will be considered a violation of the District's General Use Ordinance.

#### 10. 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.

#### 11. 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.

#### 12. 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: Robert Bright 10978 Crimmins Rd, Newark, IL

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: \_\_\_\_\_  
Robert Bright, Trustee  
Madison Trust Castle Bank N/A



ZONING PLAT OF  
 PART OF THE SOUTHWEST QUARTER OF SECTION 29,  
 PART OF THE SOUTHWEST QUARTER OF SECTION 30,  
 PART OF THE NORTHEAST QUARTER OF SECTION 31, and  
 PART OF THE NORTHEAST QUARTER OF SECTION 31, T36N-R6E, 3rd PM  
 FOX TOWNSHIP  
 KENDALL COUNTY  
 ILLINOIS

DEVELOPER:  
 Brightwater Farm  
 15076 Crumrine Road  
 Newark, Illinois 62551

PHONE: 618-300-0101  
 FAX: 618-300-0103  
 15076 Crumrine Road  
 Newark, Illinois 62551

AREA TO BE REZONED:  
 38.3307 Acres

PRESENT ZONING:  
 A-1, SU

PROPOSED ZONING:  
 A-1, SU

Philip D. Young and Associates, Inc.  
 11078 South Bridge Street  
 Bridge View, Illinois 62506  
 Telephone (618) 551-1580

LAND SURVEYING - TOPOGRAPHIC MAPPING -  
 L&P SURVEYING - TOPOGRAPHIC MAPPING -  
 L&P SURVEYING - TOPOGRAPHIC MAPPING -

LEGAL DESCRIPTION OF TRACT TO BE REZONED:  
 That part of the Southwest Quarter of Section 29, T36N, R6E, 3rd PM, Fox Township, Kendall County, Illinois, containing approximately 38.3307 acres, more or less, as shown on the attached plat, and as more fully described in the accompanying plat and report.

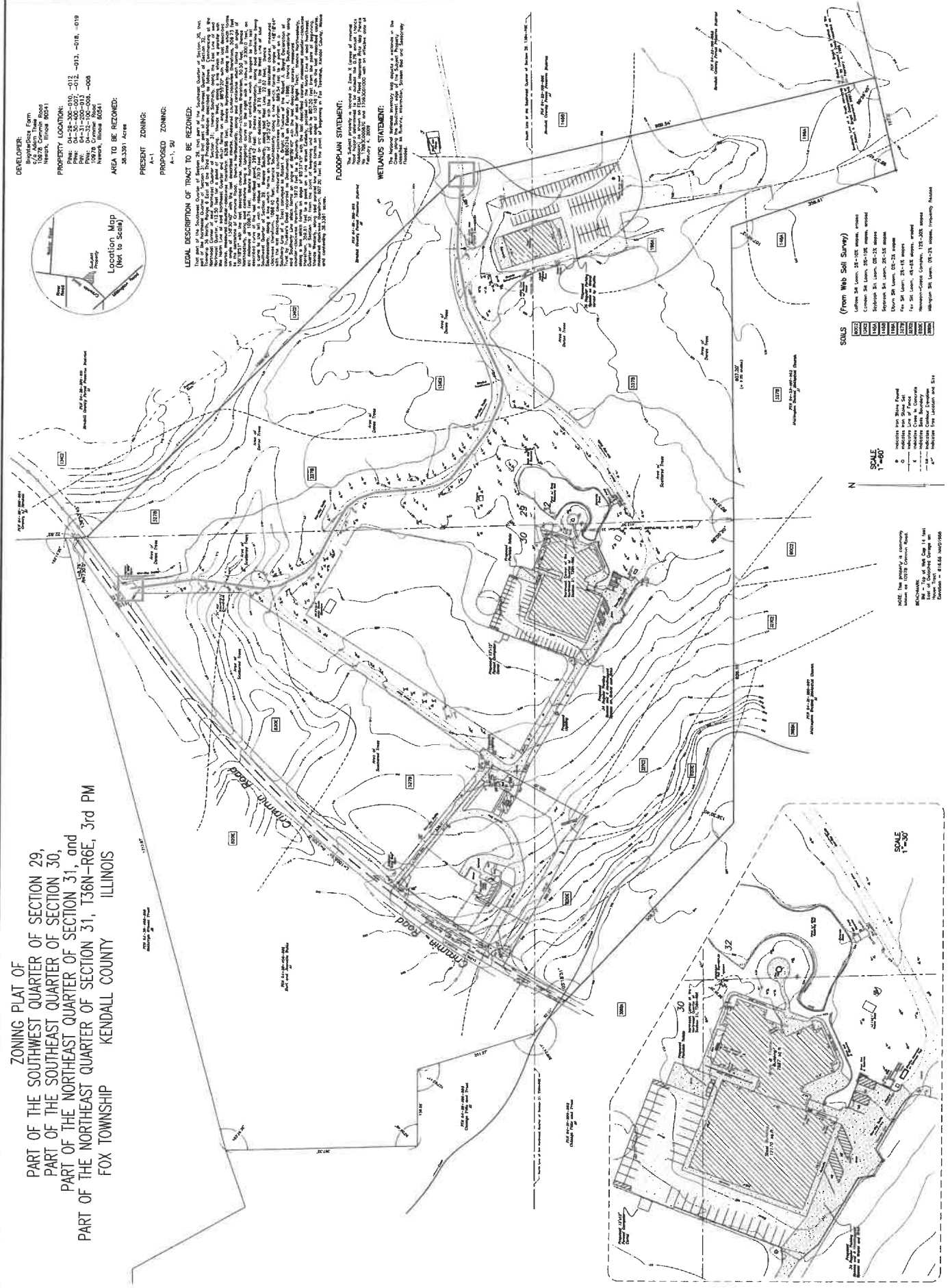
FLOODPLAIN STATEMENT:  
 The Flood Insurance Study for Kendall County, Illinois, was completed in 1987. The Flood Insurance Study for Kendall County, Illinois, was completed in 1987. The Flood Insurance Study for Kendall County, Illinois, was completed in 1987.

WETLANDS STATEMENT:  
 The proposed rezoning authority was applied to a portion of the property located in the Fox Township, Kendall County, Illinois.

SOILS (from Nib Soil Survey)  
 Cullum S4 Loam, 24-100 inches, eroded  
 Cullum S4 Loam, 100-150 inches, washed  
 Schuyler S4 Loam, 20-35 inches  
 Schuyler S4 Loam, 20-35 inches  
 Elwyn S4 Loam, 05-25 inches  
 Elwyn S4 Loam, 25-45 inches  
 Elwyn S4 Loam, 45-65 inches, eroded  
 Macomb S4 Loam, 15-25 inches  
 Macomb S4 Loam, 25-35 inches, eroded

SCALE 1"=60'  
 N

SCALE 1"=30'



REVISION DATE:  
 12/07/18  
 12/07/18  
 12/07/18

December 7, 2018

Millington Forest Preserve  
Reciprocal Access Agreement  
Exhibit B—Equestrian Designated Trail Corridor



# Kendall County Forest Preserve District Operating Fund

KCFPD FY22 Preliminary Budget - 09-14-21		6/1/2021	9/1/2021	11/30/2021	FY22
KCFPD Operating Fund #1900		2021 AMD	YTD	PROJECTED	2022 DRAFT
<b>ACCOUNT &amp; DESCRIPTION</b>					
<b>Beginning Balance (est.)</b>					
	<b>REVENUE</b>				
190011	Transfer In from Forest Preserve Improvement Fund #1906	196,821	171,805	171,805	431,162
190011	Transfer In from Forest Preserve 2007 Bond Proceeds Fund #1901	215,086	215,086	215,086	
190011	Transfer In from Kendall County - American Rescue Plan Act Transfer	47	46	46	
190011	Current Tax	640,646	366,564	635,646	660,740
190011	Interest Income	591	114	152	200
190011	Other Income (Sponsorship Program)	620	9,006	9,006	620
190011	Carbon Credits Sale - Fox River Bluffs	7,727	7,727	7,727	-
190011	CARES Act Reimbursement				
19001162	Ellis Center Grounds (Farm License Rev.)	22,087	24,204	24,204	24,614
19001163	Ellis Center Camps	6,250	8,033	8,033	8,000
19001164	Ellis Center Riding Lessons	57,817	57,230	72,803	65,000
19001165	Ellis Center Birthday Parties	4,226	3,963	5,148	5,000
19001166	Ellis Center Public Programs	1,742	2,536	3,561	3,000
19001167	Sunrise Center North License Agreement	23,360	18,940	23,360	13,800
19001168	Ellis Center Weddings	12,190	12,350	16,467	14,000
19001169	Ellis Center Other Rentals	2,100	2,595	3,460	3,500
19001170	Ellis Center 5K Event	250	250	250	250
19001171	Hoover Revenue (Yorkville Athletic Assoc. License)	2,052	2,750	2,750	2,748
19001171	Hoover Revenue (Residence Lease)	3,000	2,250	3,000	3,000
19001172	Hoover Bunkhouse Rental Rev	11,370	6,399	8,532	8,500
19001173	Hoover Campsite Rental Rev	1,655	3,160	4,213	4,000
19001174	Hoover Meadowhawk Rental Rev	10,337	11,565	15,420	15,000
19001176	Env. Educ. - School Programs	5,357	260	2,500	5,300

# Kendall County Forest Preserve District Operating Fund

KCFPD FY22 Preliminary Budget - 09-14-21		6/1/2021	9/1/2021	11/30/2021	FY22
KCFPD Operating Fund #1900		2021 AMD	YTD	PROJECTED	2022 DRAFT
19001177	42250	27,755	34,860	34,860	32,000
	Env. Educ. - Camps				
19001178	42250	110,000	93,426	108,160	122,880
	Env. Educ. - Natural Beginnings				
19001179	42250	17,435	20,847	27,796	25,000
	Env. Educ. - Other Public Programs				
	Env. Educ. - Other Revenue				
19001183	42250	24,596	16,360	23,810	24,000
	Other Income - Grounds & Natural Resources (Bowhunt App. Fees)				
19001183	42250				
	Other Income - Grounds & Nat. Res. (Millbrook North Trail Use Lic. Agreement)				
190011	42860	5,500	-	1,500	5,000
	Donations - Administration (Forest Foundation Contributions)				
19001164	42860	200			
	Donations - Ellis Equestrian Center - Lessons				
	Donations - Hoover				
19001175	42860	500	-	-	500
	Donations - Environmental Education				
19001178	42860	800	-	-	2,400
	Donations - Env. Educ. Natural Beginnings (FF Sch. Program)				
	Donations - Env. Educ. Other Programs				
	Donations - Natural Area Volunteers				
19001183	42860	1,950	-	-	500
	Donations - Grounds & Natural Resources				
19001183	42900	2,625	3,805	5,073	4,000
	Picnic & Shelter Rental - Grounds & Natural Resources				
19001184	42900	5,230	5,230	5,230	750
	Rental Revenue - Pickerill-Pigott				
19001183	42920				
	Preserve Improvements - Grants (K-12 Pollinator)				
19001183	42920				
	Preserve Improvements - Grants (Pollinator Meadows Pilot)				
190011	42930	95,379	93,330	96,000	95,379
	Farm License Revenue				
190011	42940	2,219	2,125	2,833	2,800
	Credit Card Revenue - All Preserves				
19001168	43450	7,300	11,575	9,375	9,300
	Security Deposit Revenue - Ellis Weddings				
19001169	43450	2,300	1,925	2,595	2,500
	Security Deposit Revenue - Ellis Other Rentals				
19001172	43450	2,000	800	100	500
	Security Deposit Revenue - Hoover Bunkhouse				
19001174	43450	4,617	4,278	5,703	5,700
	Security Deposit Revenue - Hoover Meadowhawk				
19001184	43450				
	Security Deposit Revenue - Pickerill-Pigott				

# Kendall County Forest Preserve District Operating Fund

KCFPD FY22 Preliminary Budget - 09-14-21 KCFPD Operating Fund #1900		6/1/2021 2021 AMD	9/1/2021 YTD	11/30/2021 PROJECTED	FY22 2022 DRAFT
Total Revenue		1,338,916	1,043,589	1,384,400	1,170,481
<u>PERSONNEL</u>					
190011 51090	Board Per Diem	10,000	72	72	5,500
190011 51160	Salary - Part Time Administration	13,375	4,450	13,375	26,825
190011 51390	Salary - Full Time Administration	145,737	111,717	145,737	141,130
190011 51470	Stipend - Full Time Administration (Executive Director)	10,668	5,895	10,668	10,934
190011 51470	Stipend - Full Time Administration (HR, Acct. Payable & Reserv. Coord.)	641	641	641	
190011 51470	Stipend - Full Time Administration (Asst. County Admin.)	5,820	4,365	5,820	5,820
19001183 51160	Salary - Part Time Grounds & Natural Resources	15,299	6,785	15,299	16,764
19001183 51390	Salary - Full Time Grounds & Natural Resources	87,133	61,308	87,133	89,963
Salary - Part Time Pickerill Pigott					
<b>Salary Full Time: Env. Education</b>					
19001176 51390	Env. Educ. FT Salary - School Programs Expense	18,123	12,979	18,123	14,000
19001177 51390	Env. Educ. FT Salary - Camps Expense	11,398	8,022	11,398	6,600
19001178 51390	Env. Educ. FT Salary - Natural Beginnings Expense	29,981	20,789	29,981	29,581
19001179 51390	Env. Educ. FT Salary - Other Public Programs Expense	3,030	2,051	3,030	3,030
19001180 51390	Env. Educ. FT Salary - Laws of Nature	1,187	990	1,187	1,188
<b>Salary Part Time: Env. Education</b>					
19001176 51160	Env. Educ. PT Salary - School Programs Expense	10,000	369	3,000	10,000
19001177 51160	Env. Educ. PT Salary - Camps Expense	8,100	10,891	10,891	8,500
19001178 51160	Env. Educ. PT Salary - Natural Beginnings Expense	59,666	40,159	59,666	59,064
19001179 51160	Env. Educ. PT Salary - Other Public Programs Expense	7,900	4,781	7,900	7,900
19001180 51160	Env. Educ. PT Salary - Laws of Nature	2,200	185	2,200	2,200
19001181 51160	Env. Educ. PT Salary - Other Expense	146	146	146	

# Kendall County Forest Preserve District Operating Fund

KCFPD FY22 Preliminary Budget - 09-14-21 KCFPD Operating Fund #1900	6/1/2021 2021 AMD	9/1/2021 YTD	11/30/2021 PROJECTED	FY22 2022 DRAFT
<b>Salary Full Time - Ellis</b>				
19001160 51390 Salary FT - Ellis House	10,071	6,590	10,071	10,344
19001161 51390 Salary FT - Ellis Barn	10,071	6,590	10,071	10,344
19001162 51390 Salary FT - Ellis Grounds	20,142	13,179	20,142	20,688
<b>Salary Part Time - Ellis</b>				
19001160 51160 Salary PT - Ellis House	1,100	1,285	1,285	1,200
19001161 51160 Salary PT - Ellis Barn	1,100	1,140	1,140	1,200
19001162 51160 Salary PT - Ellis Grounds	2,200	1,423	2,200	2,400
19001163 51160 Salary PT - Ellis Center Camps Expense	3,110	2,462	3,110	3,200
19001164 51160 Salary PT - Ellis Center Riding Lessons Expense	37,638	34,725	46,301	39,325
19001165 51160 Salary PT - Ellis Center Birthday Parties Expense	6,000	5,767	6,500	6,500
19001166 51160 Salary PT - Ellis Center Public Programs Expense	2,015	761	2,015	2,015
19001167 51160 Salary PT - Ellis Sunrise License Agreement	17,500	10,086	17,500	17,500
19001168 51160 Salary PT - Ellis Center Weddings Expense	1,452	1,178	1,452	1,538
19001169 51160 Salary PT - Ellis Center Other Rentals Expense	1,452	-	1,452	1,538
<b>Hoover Meadowhawk</b>				
19001171 51160 Salary PT - Hoover Grounds	15,584	10,773	15,584	18,122
19001172 51160 Salary PT - Hoover Bunkhouse	7,792	5,390	7,792	9,061
19001173 51160 Salary PT - Hoover Campsite	3,896	2,696	3,896	4,530
19001174 51160 Salary PT - Hoover Meadowhawk	3,896	2,692	3,896	4,530
<b>Hoover Grounds</b>				
19001171 51390 Salary FT - Hoover Grounds	43,949	30,869	43,949	45,289
19001172 51390 Salary FT - Hoover Bunkhouse	21,975	15,548	21,975	22,645
19001173 51390 Salary FT - Hoover Campsite	10,987	7,774	10,987	11,322
19001174 51390 Salary FT - Hoover Meadowhawk	10,987	7,774	10,987	11,322
<b>Total Personnel</b>	<b>673,321</b>	<b>465,294</b>	<b>668,571</b>	<b>683,612</b>

# Kendall County Forest Preserve District Operating Fund

KCFPD FY22 Preliminary Budget - 09-14-21		6/1/2021	9/1/2021	11/30/2021	FY22
KCFPD Operating Fund #1900		2021 AMD	YTD	PROJECTED	2022 DRAFT
<b><u>EMPLOYEE BENEFITS</u></b>					
190011 61160	IMRF Expense - Administration	16,417	21,677	16,417	12,874
190011 61170	SS Expense - Administration	14,032		14,032	14,130
19001160 63050	IMRF/SS Expense - Ellis House	1,756	1,283	1,756	1,604
19001161 63050	IMRF/SS Expense - Ellis Barn	1,756	1,310	1,756	1,604
19001162 63050	IMRF/SS Expense - Ellis Grounds	3,512	2,487	3,512	3,208
19001163 63050	IMRF/SS Expense - Ellis Center Camps Expense	517	200	517	316
19001164 63050	IMRF/SS Expense - Ellis Center Riding Lessons Expense	4,936	3,211	4,936	3,878
19001165 63050	IMRF/SS Expense - Ellis Center Birthday Parties Expense	622	720	960	641
19001166 63050	IMRF/SS Expense - Ellis Center Public Programs Expense	304	96	304	199
19001167 63050	IMRF/SS Expense - Sunrise Center North	2,260	1,064	2,260	1,726
19001168 63050	IMRF/SS Expense - Ellis Center Weddings Expense	111	129	111	157
19001169 63050	IMRF/SS Expense - Ellis Center Other Rentals Expense	111	-	111	157
19001171 63050	IMRF/SS Expense - Hoover Grounds	9,728	6,152	9,728	9,139
19001172 63050	IMRF/SS Expense - Hoover Bunkhouse	4,864	3,076	4,864	4,570
19001173 63050	IMRF/SS Expense - Hoover Campsite	2,432	1,538	2,432	2,285
19001174 63050	IMRF/SS Expense - Hoover Meadowhawk	2,432	1,538	2,432	2,285
19001175 63050	IMRF/SS Fund Expense - Env. Education				
19001176 63050	IMRF/SS Fund Expense - Env. Education School Programs	3,896	2,263	3,896	3,987
19001177 63050	IMRF/SS Fund Expense - Env. Education Camps	2,538	2,343	2,538	1,615
19001178 63050	IMRF/SS Fund Expense - Env. Education Natural Beginnings	11,575	8,542	11,575	12,079
19001179 63050	IMRF/SS Fund Expense - Env. Education Other Public Programs	690	770	1,026	1,816
19001180 63050	IMRF/SS Fund Expense - Env. Education Laws of Nature	358	177	358	563
10001181 63050	IMRF/SS Fund Expense - Env. Educ. PT Salary - Other Expense	11	11	11	
19001183 63050	<b>IMRF/SS Expense - Grounds &amp; Nat. Resources</b>	15,883	7,487	15,883	14,435
	<b>IMRF/SS Expense - Pickerill Pigott</b>				

# Kendall County Forest Preserve District Operating Fund

KCFPD FY22 Preliminary Budget - 09-14-21 KCFPD Operating Fund #1900		6/1/2021 2021 AMD	9/1/2021 YTD	11/30/2021 PROJECTED	FY22 2022 DRAFT
190011 61230	Medical Insurance - Administration	31,550	21,361	31,550	35,752
<b>Medical Insurance - Hoover</b>					
19001171 63060	Medical Insurance - Hoover Grounds	10,721	8,432	10,721	12,526
19001172 63060	Medical Insurance - Hoover Bunkhouse	5,360	4,216	5,360	6,263
19001173 63060	Medical Insurance - Hoover Campsite	2,680	2,108	2,680	3,132
19001174 63060	Medical Insurance - Hoover Meadowhawk	2,680	2,108	2,680	3,132
19001175 63060	Medical Insurance - Environmental Education				
19001178 63060	Medical Insurance - Env. Education Natural Beginnings				
19001168 63060	Medical Insurance - Ellis Weddings				
19001183 63060	Medical Insurance - Grounds & Nat. Resources	28,240	21,530	28,240	36,909
190011 68000	Annual Insurance Premiums (ICRMT)	54,462	52,773	54,462	62,267
190011	Transfer to FP Liability Insurance Fund Insurance Deductible				
<b>Total Employee Benefits</b>		<b>236,434</b>	<b>178,603</b>	<b>237,108</b>	<b>253,247</b>
<b><u>CONTRACTUAL</u></b>					
190011 62150	Contractual Services (RecPro Software)	2,250	1,650	1,650	1,815
190011 62150	Contractual Services (Kendall County Email Accounts)	1,000	535	1,000	1,000
190011 62150	Contractual Services (City Forest Credits)	1,000			-
190011 62150	Contactual Services (EquineGenie Software)	698	698	698	-
190011 62150	Contractual Services (kendallforest.com website)	720	472	720	720
190011 62030	Dues/Memberships				
190011 62040	Conferences	500	250	500	500
190011 62090	Legal Publications	1,000	876	1,000	1,200



# Kendall County Forest Preserve District Operating Fund

KCFPD FY22 Preliminary Budget - 09-14-21		6/1/2021	9/1/2021	11/30/2021	FY22
KCFPD Operating Fund #1900		2021 AMD	YTD	PROJECTED	2022 DRAFT
190011	Environmental Education Presenters				
19001163 63020	Veterinarian & Farrier - Ellis Camps				
19001164 63020	Veterinarian & Farrier - Ellis Riding Lessons	9,000	3,560	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
19001168 63070	Refuse Pickup - Ellis	1,700	1,213	1,512	1,700
19001183 63070	Refuse Pickup - Grounds & Natural Resources	7,500	7,682	8,885	8,500
1901183	Event Tent Lease - Ellis				
19001183 63540	Telephone - Grounds & Natural Resources	10,750	6,774	8,847	10,000
190011 65490	Audit	8,000	8,000	8,000	8,500
190011 68340	Farm Lease Contract Expense	500	-	-	500
190011 68560	Credit Card Fee	8,423	6,258	8,344	8,400
	<b>Total Contractual</b>	<b>53,541</b>	<b>37,968</b>	<b>50,655</b>	<b>52,335</b>
	<b>COMMODITIES</b>				
190011 62000	Office Supplies & Postage - Administration	7,000	3,746	7,000	7,000
190011 62000	CARES Act Purchases	1,906	1,906	1,906	-
19001160 62000	Office Supplies & Postage - Ellis House	750	433	750	750
19001183 62180	Fuel: Gas & Oil Grounds	13,100	5,827	8,741	13,100

# Kendall County Forest Preserve District Operating Fund

KCFPD FY22 Preliminary Budget - 09-14-21		6/1/2021	9/1/2021	11/30/2021	FY22
KCFPD Operating Fund #1900		2021 AMD	YTD	PROJECTED	2022 DRAFT
19001183 62400	Uniforms - Grounds	500	442	500	1,000
Environmental Education					
19001176 63030	Env. Educ. - School Programs Expense				
19001177 63030	Env. Educ. - Camps Expense	800	449	800	800
19001178 63030	Env. Educ. - Natural Beginnings Expense	2,000	941	2,000	2,000
19001179 63030	Env. Educ. - Other Public Programs Expense	250	81	250	250
19001180 63030	Env. Educ. - Laws of Nature Expense	100	27	100	100
19001183 63090	Gas - Grounds & Natural Resources	3,475	2,977	3,969	3,475
19001184 63100	Electric - Pickerill Pigott	7,450	3,778	5,038	7,450
19001182 63130	Natural Area Volunteer Supplies	-			
	Natural Area Management Supplies	-			
190011 63510	Electric - Administration	3,000	1,830	2,440	3,000
190011 68500	Project Fund Expense (Forest Foundation Purchases)	5,000	890	1,500	5,000
190011 68430	Promotion/Publicity	1,000	805	1,000	1,000
190011 68440	Newsletter	400	216	400	400
Utilities - Ellis					
19001160 62270	Utilities - Ellis House	6,120	5,530	7,373	7,200
19001161 62270	Utilities - Ellis Barn	6,120	4,518	6,024	6,800
Utilities & Maintenance - Hoover					
19001171 63090	Hoover - Gas	5,750	4,680	6,240	6,500
19001171 63100	Hoover - Electric	13,950	10,877	14,503	14,600
19001171 62270	Hoover - Other Utilities	4,600	3,045	4,600	2,500

# Kendall County Forest Preserve District Operating Fund

KCFPD FY22 Preliminary Budget - 09-14-21		6/1/2021 2021 AMD	9/1/2021 YTD	11/30/2021 PROJECTED	FY22 2022 DRAFT
KCFPD Operating Fund #1900					
19001171 63310	Hoover - Shop Supplies	3,000	1,939	3,000	2,000
19001171 63120	Hoover - Building Maintenance	5,000	5,315	5,500	5,400
19001171 68580	Hoover - Grounds Maintenance	4,000	2,708	4,000	3,500
19001171 66500	Hoover - Other Expenses	1,000	-	-	1,000
	<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	-			
	Promotion/Publicity - Ellis Weddings	-			
19001169 68430	Promotion/Publicity - Ellis Other Rentals	-			
19001170 68430	Promotion/Publicity - Ellis 5k	-			
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		5,853	9,200	9,200
19001165 63000	Animal Care & Supplies - Ellis Birthday Parties	9,200			
19001166 63000	Animal Care & Supplies - Ellis Public Programs				
19001167 63000	Animal Care & Supplies - Sunrise Center North	1,200	926	1,200	1,200
	<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				
	<b>Uniforms - Ellis</b>				
19001163 62400	Uniforms - Ellis Camps				
19001164 62400	Uniforms - Ellis Riding Lessons				
19001165 62400	Uniforms - Ellis Birthday Parties				

# Kendall County Forest Preserve District Operating Fund

KCFPD FY22 Preliminary Budget - 09-14-21		6/1/2021	9/1/2021	11/30/2021	FY22
KCFPD Operating Fund #1900		2021 AMD	YTD	PROJECTED	2022 DRAFT
19001168	62400				
	Uniforms - Ellis Weddings				
	<b>Program Supplies - Ellis</b>				
19001163	63030	450	207	450	450
	Program Supplies - Ellis Camps				
19001165	63030	300	166	300	300
	Program Supplies - Ellis Birthday Parties				
19001170	63030	-			
	Program Supplies - Ellis 5K				
19001184	63030	-			
	Supplies: Shop - Pickertill Pigott				
19001183	63110	4,150	3,682	4,150	4,150
	Supplies: Shop - Grounds				
	<b>Total Commodities</b>	<b>114,221</b>	<b>75,295</b>	<b>105,585</b>	<b>112,775</b>
	<b><u>OTHER</u></b>				
190011	62160	228	228	228	
	Equipment - Administration				
19001183	62160	19,641	11,999	19,641	20,000
	Equipment - Grounds & Natural Resources				
	Preserve Improvements - Administration				
19001183	68530	541	541	541	-
	Preserve Improvements - Grounds & Natural Resources				
190011	68540	1,000	892	892	900
	Contributions (Drainage District Tax Assessments)				
	<b>Grounds &amp; Maintenance Equipment - Ellis</b>				
19001160	68580	3,800	3,141	3,800	3,800
	Grounds & Maint. - Ellis House				
19001161	68580	2,700	2,727	2,800	2,700
	Grounds & Maint. - Ellis Barn				
19001162	68580	4,700	4,482	4,700	4,700
	Grounds & Maint. - Ellis Grounds				
	<b>Security Deposit Refunds</b>				
	Security Deposit Refunds				
19001163	63040	500	-	-	500
	Security Deposit Refunds - Ellis Camps				
19001164	63040	1,000	105	500	1,000
	Security Deposit Refunds - Ellis Riding Lessons				

# Kendall County Forest Preserve District Operating Fund

KCFPD FY22 Preliminary Budget - 09-14-21 KCFPD Operating Fund #1900	6/1/2021 2021 AMD	9/1/2021 YTD	11/30/2021 PROJECTED	FY22 2022 DRAFT
19001166 63040 Security Deposit Refunds - Ellis Public Programs				
19001168 63040 Security Deposit Refunds - Ellis Weddings	7,400	2,075	7,400	9,000
19001169 63040 Security Deposit Refunds - Ellis Other Rentals	300	1,000	1,000	300
19001171 63040 Security Deposit Refunds - Hoover	6,617	4,842	6,617	6,617
19001176 63040 Security Deposit Refunds - Env. Education School Programs				
19001177 63040 Security Deposit Refunds - Env. Education Camps	2,200	955	955	2,200
19001178 63040 Security Deposit Refunds - Env. Education Natural Beginnings	3,500	810	1,500	3,500
19001179 63040 Security Deposit Refunds - Env. Education Public Programs	1,000	810	1,000	1,000
19001183 63040 Security Deposit Refunds - Grounds	50	50	50	100
190011 69790 Contingency	11,500	616	11,500	11,504
Credit Card Fee Expense - Ellis Camps				
Credit Card Fee Expense - Public Programs				
<b>Total Other</b>	<b>66,449</b>	<b>34,657</b>	<b>63,124</b>	<b>67,821</b>
<b>Total Expenditures</b>	<b>1,143,965</b>	<b>791,816</b>	<b>1,125,043</b>	<b>1,169,790</b>
<b>Operating Surplus / (Deficit)</b>	<b>194,951</b>	<b>251,772</b>	<b>259,357</b>	<b>691</b>
<b>Ending Balance</b>	<b>391,772</b>	<b>423,577</b>	<b>431,162</b>	<b>431,853</b>

# Kendall County Forest Preserve District Operating Fund

KCFPD FY22 Preliminary Budget - 09-14-21 KCFPD Operating Fund #1900	6/1/2021 2021 AMD	9/1/2021 YTD	11/30/2021 PROJECTED	FY22 2022 DRAFT
<b>Beginning Balance</b>	196,821	171,805	171,805	431,162
<b>Total Revenue</b>	<b>1,338,916</b>	<b>1,043,589</b>	<b>1,384,400</b>	<b>1,170,481</b>
Total Personnel	673,321	465,294	668,571	683,612
Total Employee Benefits	236,434	178,603	237,108	253,247
Total Contractual	53,541	37,968	50,655	52,335
Total Commodities	114,221	75,295	105,585	112,775
Total Other	66,449	34,657	63,124	67,821
<b>Total Expenditure</b>	<b>1,143,965</b>	<b>791,816</b>	<b>1,125,043</b>	<b>1,169,790</b>
<b>Surplus / (Deficit)</b>	<b>194,951</b>	<b>251,772</b>	<b>259,357</b>	<b>691</b>
<b>Ending Balance</b>	<b>391,772</b>	<b>423,577</b>	<b>431,162</b>	<b>431,853</b>

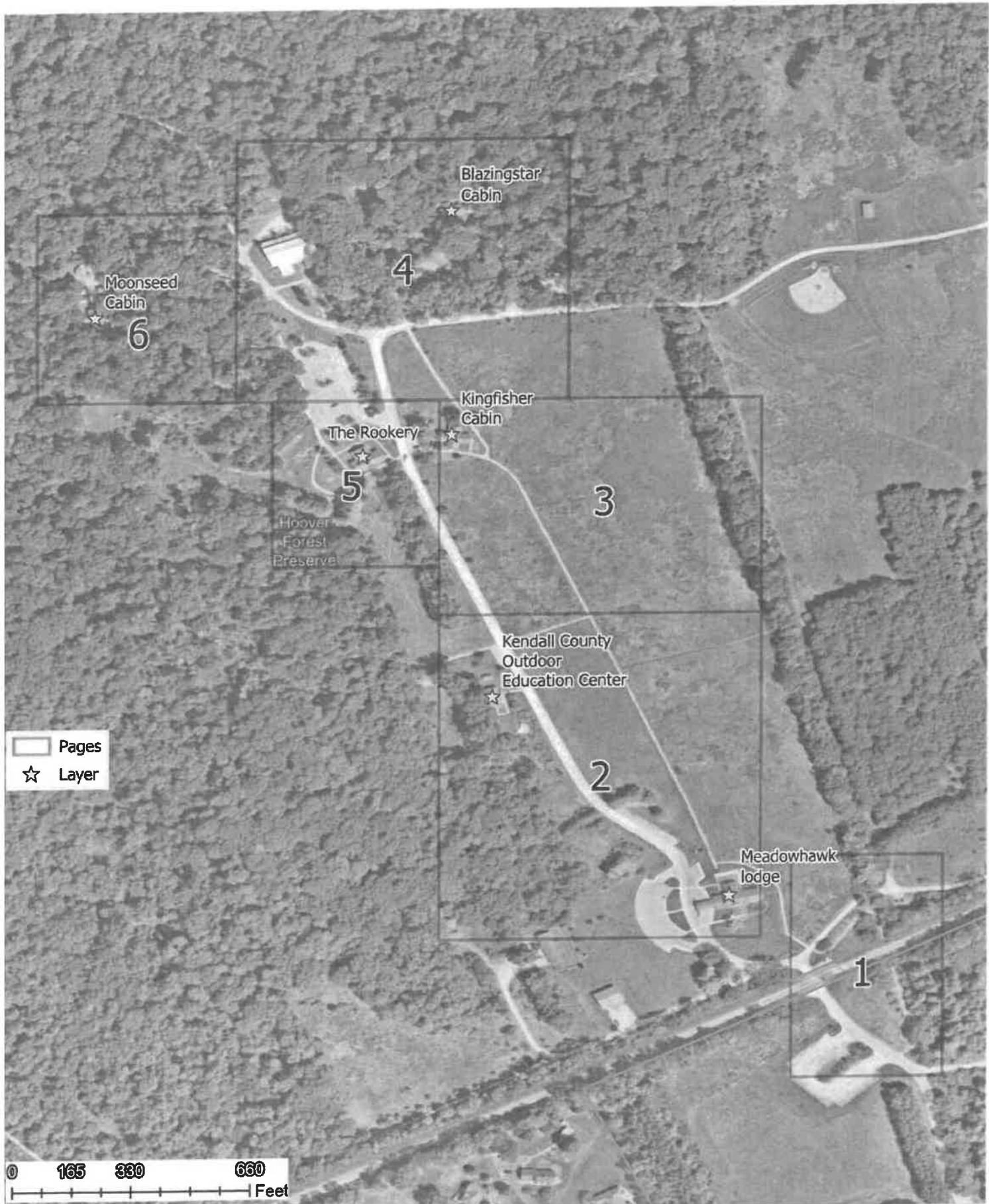


FT Employees IMRF Employees

Hours Worked - Past 20 PP

Emp.#	Last Name	First Name	Dept	FY20 (7 PP)	FY21 (9PP)	Total Hours - Past 12 Months	Hours Budgeted FY21	Hours Budgeted FY22	Salary (Current)	Salary Increase (\$ Proposed)	Salary Increase (%)	Total Salary	IMRF 6.07%	FICA 7.65%	Medical Insurance	Dental Insurance	Life Insurance
270208	Gurtz	David	ADMIN	525	1425	1950	1950	1950	\$1,983.17	\$2,288.08	2.50%	\$93,852.25	\$6,541.50	\$1,176.70	\$22,502.33	\$903.80	\$21.00
270208	Gurtz	David	ADMIN - ST	525	1425	1950	1950	1950	\$10,487.50	\$986.89	2.50%	\$110,934.19	\$762.11	\$938.47	\$4,930.47		\$21.00
270244	Shamhan	Emily	ADMIN	525	1425	1950	1950	1950	\$40,474.06	\$2,426.45	6.00%	\$449,902.54	\$2,990.31	\$3,282.04			
270244	Calderwell	Lynese	ADMIN	0	214.25 (5 PP ONLY)	214.25	325	1456	\$17,650	\$1,000	5.71%	\$26,625.00	\$1,889.70	\$2,052.11			
270274	Adams	Kimberly	E	320.48	693.5	1018.98	1000	2000	\$13,900	\$0,500	3.00%	\$17,280.00	\$1,204.42	\$1,321.92			
270259	Chawira-Meza	Eshar	E	65.75 (4 PP Only)	278.75	344.5	200	200	\$13,285	\$0,500	3.77%	\$2,750.00		\$210.38			
270251	Benson	Madeline	SC	0	185.75	185.75	185.75	185.75	\$11,000	\$0,500	4.55%	\$8,500.00		\$850.26			
270288	Graham	Henry	SC	0	216.75	216.75	216.75	216.75	\$11,000	\$0,500	4.55%	\$8,500.00		\$850.26			
270284	VICK	MARSHALL	EL	516.39	1425	1940.39	1950	1950	\$40,985.00	\$1,000.13	2.50%	\$41,974.13	\$2,883.78	\$3,165.12			\$21.00
270232	DaniLOW	Olivia	EL-S	250.5	503.25	753.75	400	400	\$12,000	\$0,000	0.00%	\$4,800.00		\$97.20			
270284	Dobes	Erin	EL	0	351.25	351.25	100	375	\$11,000	\$1,000	9.09%	\$9,500.00		\$171.49			
270225	Fenike	Juris	EL	43	488	531	100	650	\$11,225	\$1,000	8.89%	\$6,737.50		\$515.42			
270268	Mondrella	Albert	EL	9.5	28	37.5	0	10	\$11,000	\$1,000	9.09%	\$120.00		\$9.18			
270230	Mondrella	Alisandra	EL	12	12	12	0	10	\$11,000	\$1,000	9.09%	\$120.00		\$9.18			
270276	Prette	Kristie	EL	285	780.25	1075.25	1450	1450	\$14,775	\$1,000	6.78%	\$22,837.50	\$1,591.77	\$1,747.07			
270283	Owen	Annabelle	EL	426	426	512.75	200	550	\$11,000	\$1,000	9.09%	\$6,000.00		\$504.90			
270279	Prette	Shannon	EL	40.25	0	109.88	200	110	\$11,000	\$1,000	9.09%	\$1,920.00		\$169.88			
270286	Rusan	Caher	EL	0	198.5	198.5	0	200	\$11,000	\$1,000	9.09%	\$2,400.00		\$183.60			
270267	Salalo	Michelle	EL	51.5	71	122.5	200	125	\$11,800	\$1,000	8.47%	\$1,800.00		\$122.40			
270270	Sommers	Ilana	EL	246.75	763.75	1010.5	100	1000	\$11,000	\$1,000	9.09%	\$12,000.00		\$918.00			
270237	Weis	Kristine	EL	0	83.25	83.25	75	80	\$11,555	\$1,000	8.65%	\$1,004.00		\$76.81			
270239	White	Debrae	EL-F	70	100	170	146	246	\$11,500	\$1,000	8.70%	\$3,076.00		\$235.24			
270281	White	Antonette	GM	525	1425	1950	1950	1950	\$37,780.00	\$2,286.80	6.00%	\$40,046.80	\$2,701.28	\$3,043.56			\$21.00
270219	Luettich	Austin	GM	519.25	1425	1944.25	1950	1950	\$32,000.00	\$1,956.00	6.00%	\$34,556.00	\$2,409.55	\$2,843.63			\$21.00
270233	Anderson	Jared	GM	469	1425	1894	1950	1950	\$32,800.00	\$1,904.00	4.00%	\$33,804.00	\$2,363.11	\$2,593.86			\$21.00
270222	Johnson	Craig	GM	147.25	203.5	350.75	580	580	\$14,000	\$1,000	7.14%	\$8,700.00		\$695.55			
270218	Tredbrook	Jay	GM-H	525	1425	1950	1950	1950	\$55,676.00	\$1,391.90	2.50%	\$57,097.90	\$3,977.63	\$4,365.89			\$21.00
270271	NOEL	DOUG	GM-H	525	1425	1950	1950	1950	\$32,222.00	\$1,288.88	4.00%	\$33,510.88	\$2,335.71	\$2,593.56			\$21.00
270238	COEHLER	FRANK	GM-H	362.33	806.51	1168.84	1225	1225	\$32,000.00	\$600.00	1.88%	\$32,600.00	\$2,272.22	\$2,493.90			\$21.00
270276	Mayr	JAMES	GM-H	74.5	211.25	285.75	300	300	\$11,225	\$1,000	8.89%	\$15,006.25	\$1,045.94	\$1,147.98			
270285	O'Brien	Dekota	GM-H	0	556.5	556.5	0	1456	\$11,000	\$1,000	9.09%	\$9,765.00		\$298.02			
270241	Wiencko	Sideline	NB	432.2	1425	1857.2	1950	1950	\$37,612.50	\$2,256.75	6.00%	\$39,869.25	\$2,778.88	\$3,090.28			\$21.00
270263	Berrall	Kathleen	NB	228.5	383.5	612	655	1018	\$13,500	\$0,500	3.70%	\$14,250.00	\$993.36	\$1,090.28			
270288	Brown	Donna	NB	0	1.5	1.5	0	650	\$13,500	\$0,500	3.70%	\$9,100.00		\$696.15			
270260	Collina	Jennie	NB	296.5	432	668.5	555	1018	\$13,500	\$0,500	3.70%	\$14,250.00	\$993.36	\$1,090.28			
270287	Voesburgh	Jessica	NB	431	912.02	1343.02	1020	1480	\$14,000	\$0,500	3.57%	\$21,480.00	\$1,485.76	\$1,641.69			
												\$677,676.18	\$40,244.97	\$693,451.62	\$4,002.61	\$189.00	
												\$683,175.00	\$49,692.00	\$732,867.00	\$50,408.00	\$21.00	
												\$16,579.38		\$16,579.38		\$21.00	
												\$578,754.38	\$49,692.00	\$628,446.38	\$50,408.00	\$21.00	
												Max Per Budget Guidelines					





# Hoover Asphalt Issue Index



- ADA Issue
- General Issue
- ☆ Layer

0 42.5 85 170 Feet

N  
Kendall County GIS  
maps.co.kendall.il.us/portal  
Map Created: 9/1/2021 12:32 PM

Rail Road Underpass



Meadowhawk Lodge to Kingfisher (South)

N  

**Kendall County GIS**  
[maps.co.kendall.il.us/portal](https://maps.co.kendall.il.us/portal)  
 Map Created: 9/1/2021 12:32 PM






- ADA Issue
- General Issue
- ☆ Layer

0 42.5 85 170 Feet

Meadowhawk Lodge to Kingfisher (North)

N  
 Kendall County GIS  
[maps.co.kendall.il.us/portal](https://maps.co.kendall.il.us/portal)  
 Map Created: 9/1/2021 12:32 PM



- ADA Issue
- General Issue
- ☆ Layer

0 42.5 85 170 Feet

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Kendall County GIS  
maps.co.kendall.il.us/portal  
Map Created: 9/1/2021 12:32 PM

Blazingstar



- ADA Issue
- General Issue
- ☆ Layer



Rookery






- ADA Issue
- General Issue
- ☆ Layer



Moonseed

N  

**Kendall County GIS**  
[maps.co.kendall.il.us/portal](https://maps.co.kendall.il.us/portal)  
 Map Created: 9/1/2021 12:32 PM

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
Group Campsite A Spur	Section Replacement 10	50 feet	152 - Replace both approaches to shelter
	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	Approximate # or Length	Object ID's
8' Trail Asphalt Gridding (Leave in Place)	485 feet	
Crack Repairs / Filling	91	
8' Trail Section Replacements	551 feet	
8' Trail Section Seal Coating	555 feet	

Alternate Quote Requested: Resurfacing of Railroad Culvert Trail

KC-GIS Trail Condition Survey

<https://map.s.co.kendall.il.us/portal/home/webmap/viewer.html?useExisting=1&layers=7d0656253cfd4d1a957843375450e0ec&layerId=0>



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. *A/so see Section 2.06.*

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

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

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

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

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

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

### **3.00 LICENSEE RESPONSIBILITIES**

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

The books and records maintained shall consist of:

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

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

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

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

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

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

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

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

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

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

#### **4.00 DISTRICT RIGHTS**

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

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

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

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

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

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

## **5.00 DISTRICT OBLIGATIONS**

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

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

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

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

## **6.00 HOLD HARMLESS AND INDEMNIFICATION**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **8.00 INSURANCE**

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

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



covering LICENSEE'S owned, non-owned and rented vehicles if LICENSEE owns and/or operates such vehicles on the Licensed Premises.

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

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

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

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

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

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

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

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

## **9.00 TRANSFERS**

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

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

## **10.00 DISCRIMINATION PROHIBITED**

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

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

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

## **11.00 TERMINATION**

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

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

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

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

## **12.00 EVENTS OF DEFAULT**

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

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

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

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

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

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

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

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

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

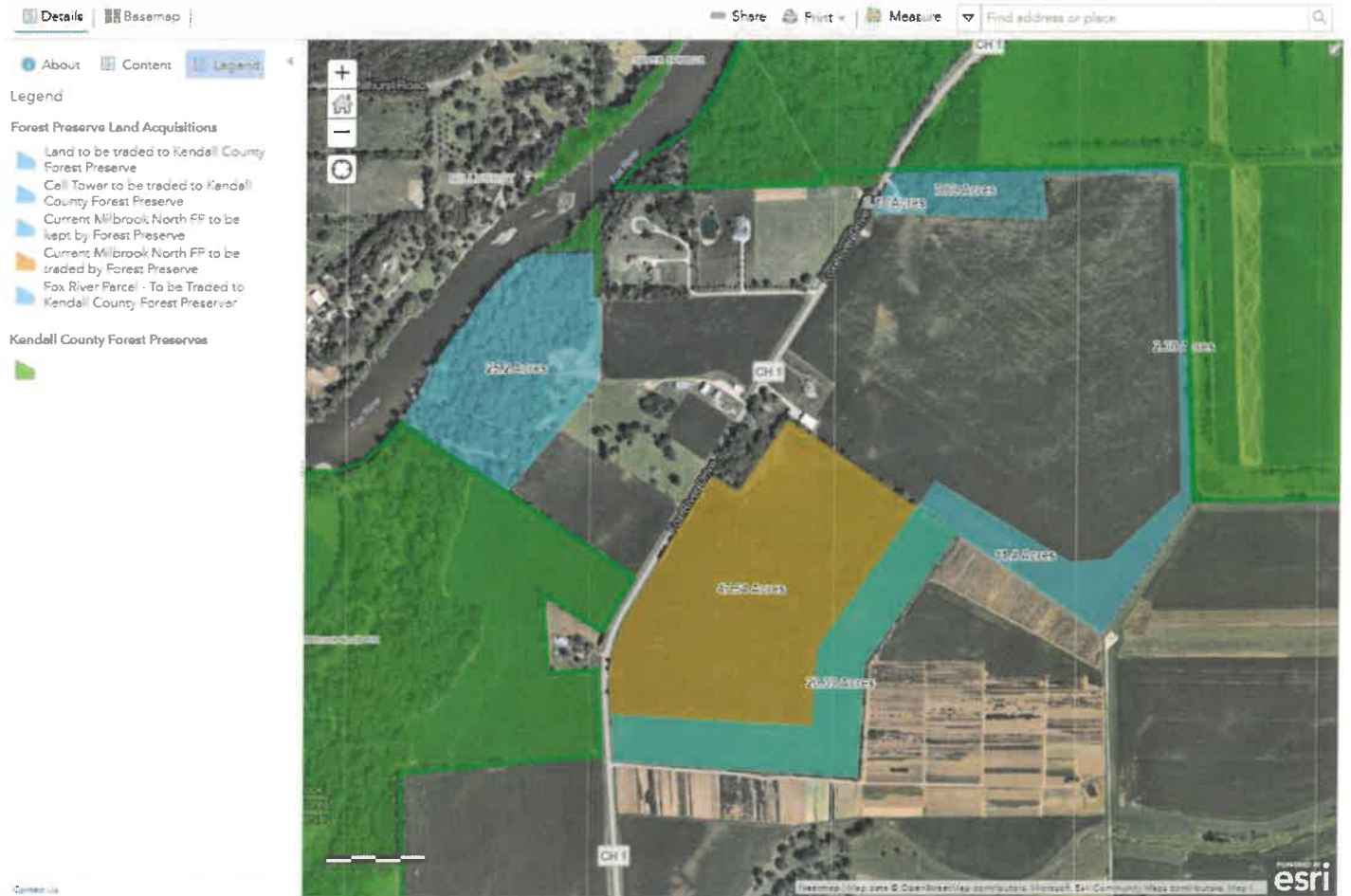
Title: \_\_\_\_\_

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

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

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

To: KCFPD Committee of the Whole  
 From: David Guritz, Director  
 RE: Millbrook North FP – Land Trade Concept  
 Date: September 9, 2021



PIN #'s	KCFPD	Acres	Appraisal Value \$ Per Acre	Total
04-09-100-008 and 04-10-100-001 and 04-03-300-002 and 04-04-400-011	Millbrook North FP Ag Field	47.54	\$9,600	\$456,384
	<b>TRADE PARCEL VALUE</b>	<b>47.54</b>	<b>\$9,600</b>	<b>\$456,384</b>
	<b>WORMLEY TRUST</b>			
04-04-400-006	Timberland 1 - Fox River Parcel	25.2	\$4,800	\$120,960
04-03-300-005 and 04-10-100-002	Timberland 2 - SSSP Corridor (N)	7.69	\$4,800	\$36,912
	Ag - Trail Corridor - SSSP Corridor (W)	2.3	\$9,600	\$22,080
04-03-300-005	Ag - Trail Corridor	11.4	\$9,600	\$109,440
04-03-300-006	Cell Tower Parcel + Lease	0.19	N/A	\$167,000
	<b>TRADE PARCEL VALUE</b>	<b>46.78</b>		<b>\$456,392</b>

**AN APPRAISAL REPORT  
OF PROPERTY KNOWN AS  
TILLABLE LAND  
FOX TOWNSHIP VICINITY  
KENDALL COUNTY, ILLINOIS**

**EFFECTIVE AS OF  
JULY 28, 2021**

**PREPARED FOR  
MR. DAVID GURITZ, EXECUTIVE DIRECTOR  
KENDALL COUNTY FOREST PRESERVE DISTRICT  
110 W. MADISON STREET  
YORKVILLE, ILLINOIS 60560**

**BY  
MIDWEST REALTY CONSULTANTS, INC.  
310 WEST JEFFERSON STREET  
MORRIS, ILLINOIS 60450  
JAY M. HEAP  
CERTIFIED GENERAL REAL ESTATE APPRAISER  
NO.: IL 553.000212**

MIDWEST REALTY CONSULTANTS, INC.

AARON J. HEAP  
(c) 815.514.4327  
aaronheap9@gmail.com

REAL ESTATE APPRAISERS & CONSULTANTS  
310 W. JEFFERSON STREET  
MORRIS, ILLINOIS 60450

JAY M. HEAP  
(c) 815.405.3325  
jmheap1@yahoo.com

August 25, 2021

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

Re: An Appraisal Report of  
The Property Known As  
Tillable Land  
Fox Township Vicinity  
Kendall County, Illinois

Dear Mr. Guritz:

As requested, we have completed a market value appraisal, effective as of July 28, 2021, of the above referenced property, hereafter called the subject property. This was completed in accordance with our engagement letter dated July 28, 2021 and signed and approved by the Kendall County Forest Preserve District on August 3, 2021.

The purpose of this appraisal was to provide our best opinion of the defined market value in the above described subject property as of July 28, 2021. It is my understanding that this appraisal is intended to assist the client with negotiations between the Kendall County Forest Preserve District and the Wormley Family for potential land trades. The intended user of this report is the Kendall County Forest Preserve District and a representative of the Richard Budd Wormley Revocable Trust.

The opinion of market value is based upon the definition of market value stated in this report, which assumes a cash sale with no special terms or contingencies built into the sale agreement. The subject property has been appraised as if free and clear of all liens and encumbrances, except the rights of the public to any dedicated right-of-ways, normal public utility easements, if any, and any apparent easements. We have not investigated the title of the property appraised.

This appraisal was developed as an Appraisal Report in compliance with Standard 1 of the Uniform Standards of Professional Appraisal Practice (USPAP). Attached to this letter you will find a 22 page Appraisal Report plus addenda, which was prepared in compliance with Standard 2-2(a) of USPAP and in conformance with the Code of Ethics of the Appraisal Institute.

As such, it presents summarized discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraisers' opinion of value. Supporting documentation concerning the data, reasoning and analyses may be retained in the appraisers' files.

Attached and part of this report are the assumptions and limiting conditions used in the development of this appraisal, definitions of market value, highest and best use, and property rights appraised, and a certification of the current market value estimate. The estimate of value reported is based upon the statements of Assumptions and Limiting Conditions found in the addenda of this report. According to the best of our knowledge and belief, all statements and information contained in this report are true and correct, and no important facts have been withheld or overlooked.

As a result of the investigation and analysis, it is our opinion that the market value of the fee simple interest in the subject property area, as of July 28, 2021 was:

<p style="text-align: center;"><b>\$9,600/ACRE</b> <b>NINE THOUSAND SIX HUNDRED DOLLARS PER ACRE</b></p>
--

We certify that we personally have no undisclosed interest, either present or contemplated, in the real estate described herein as the subject property; furthermore, neither the procurement of this appraisal assignment nor the negotiated compensation was contingent upon a predetermined conclusion of value, a value estimate which advocates the client's position, or the occurrence of any subsequent event.

On behalf of MIDWEST REALTY CONSULTANTS, INC., we appreciate the opportunity to prepare this appraisal for you. Please feel free to contact the undersigned should you have any questions regarding this appraisal.

Respectfully submitted,  
MIDWEST REALTY CONSULTANTS, INC.



Jay M. Heap  
Certified General Real Estate Appraiser  
License No.: IL 553.000212  
Expires: 09-30-2021  
File No.: 19-08-21

**AN APPRAISAL REPORT  
OF PROPERTY KNOWN AS  
TIMBERLAND  
FOX TOWNSHIP VICINITY  
KENDALL COUNTY, ILLINOIS**

**EFFECTIVE AS OF  
JULY 28, 2021**

**PREPARED FOR  
MR. DAVID GURITZ, EXECUTIVE DIRECTOR  
KENDALL COUNTY FOREST PRESERVE DISTRICT  
110 W. MADISON STREET  
YORKVILLE, ILLINOIS 60560**

**BY  
MIDWEST REALTY CONSULTANTS, INC.  
310 WEST JEFFERSON STREET  
MORRIS, ILLINOIS 60450  
JAY M. HEAP  
CERTIFIED GENERAL REAL ESTATE APPRAISER  
NO.: IL 553.000212**

MIDWEST REALTY CONSULTANTS, INC.

AARON J. HEAP  
(c) 815.514.4327  
aaronheap9@gmail.com

REAL ESTATE APPRAISERS & CONSULTANTS  
310 W. JEFFERSON STREET  
MORRIS, ILLINOIS 60450

JAY M. HEAP  
(c) 815.405.3325  
jmheap1@yahoo.com

August 27, 2021

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

Re: An Appraisal Report of  
The Property Known As  
Tillable Land  
Fox Township Vicinity  
Kendall County, Illinois

Dear Mr. Guritz:

As requested, we have completed a market value appraisal, effective as of July 28, 2021, of the above referenced property, hereafter called the subject property. This was completed in accordance with our engagement letter dated July 28, 2021 and signed and approved by the Kendall County Forest Preserve District on August 3, 2021.

The purpose of this appraisal was to provide our best opinion of the defined market value in the above described subject property as of July 28, 2021. It is my understanding that this appraisal is intended to assist the client with negotiations between the Kendall County Forest Preserve District and the Wormley Family for potential land trades. The intended user of this report is the Kendall County Forest Preserve District and a representative of the Richard Budd Wormley Revocable Trust.

The opinion of market value is based upon the definition of market value stated in this report, which assumes a cash sale with no special terms or contingencies built into the sale agreement. The subject property has been appraised as if free and clear of all liens and encumbrances, except the rights of the public to any dedicated right-of-ways, normal public utility easements, if any, and any apparent easements. We have not investigated the title of the property appraised.

This appraisal was developed as an Appraisal Report in compliance with Standard 1 of the Uniform Standards of Professional Appraisal Practice (USPAP). Attached to this letter you will find a 22 page Appraisal Report plus addenda, which was prepared in compliance with Standard 2-2(a) of USPAP and in conformance with the Code of Ethics of the Appraisal Institute.

As such, it presents summarized discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraisers' opinion of value. Supporting documentation concerning the data, reasoning and analyses may be retained in the appraisers' files.

Attached and part of this report are the assumptions and limiting conditions used in the development of this appraisal, definitions of market value, highest and best use, and property rights appraised, and a certification of the current market value estimate. The estimate of value reported is based upon the statements of Assumptions and Limiting Conditions found in the addenda of this report. According to the best of our knowledge and belief, all statements and information contained in this report are true and correct, and no important facts have been withheld or overlooked.

As a result of the investigation and analysis, it is our opinion that the market value of the fee simple interest in the subject property area, as of July 28, 2021 was:

**\$4,800/ACRE**  
**FOUR THOUSAND EIGHT HUNDRED DOLLARS PER ACRE**

We certify that we personally have no undisclosed interest, either present or contemplated, in the real estate described herein as the subject property; furthermore, neither the procurement of this appraisal assignment nor the negotiated compensation was contingent upon a predetermined conclusion of value, a value estimate which advocates the client's position, or the occurrence of any subsequent event.

On behalf of MIDWEST REALTY CONSULTANTS, INC., we appreciate the opportunity to prepare this appraisal for you. Please feel free to contact the undersigned should you have any questions regarding this appraisal.

Respectfully submitted,  
MIDWEST REALTY CONSULTANTS, INC.



Jay M. Heap  
Certified General Real Estate Appraiser  
License No.: IL 553.000212  
Expires: 09-30-2021  
File No.: 19-08-21



**AN APPRAISAL REPORT  
OF THE PROPERTY KNOWN AS  
WORMLEY/SBA TOWERS VI, LLC  
CELL TOWER SITE (8,100 SQUARE FEET)  
ON FOX RIVER DRIVE  
KENDALL COUNTY, ILLINOIS**

**EFFECTIVE AS OF  
JULY 28, 2021**

**PREPARED FOR  
MR. DAVID GURITZ, EXECUTIVE DIRECTOR  
KENDALL COUNTY FOREST PRESERVE DISTRICT  
110 W. MADISON STREET  
YORKVILLE, ILLINOIS 60560**

**BY  
MIDWEST REALTY CONSULTANTS, INC.  
310 W. JEFFERSON STREET  
MORRIS, ILLINOIS 60450  
JAY M. HEAP  
CERTIFIED GENERAL REAL ESTATE APPRAISER  
NO.: IL 553.000212**

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AARON J. HEAP  
(c) 815.514.4327  
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310 W. JEFFERSON STREET  
MORRIS, ILLINOIS 60450

JAY M. HEAP  
(c) 815.405.3325  
jmheap1@yahoo.com

August 16, 2021

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

Re: An Appraisal Report of  
The Property Known As  
Wormley/SBA Towers VI, LLC  
Cell Tower Site (8,100 square feet)  
On Fox River Drive  
Kendall County, Illinois

Dear Mr. Guritz:

As requested, I have completed a market value appraisal of the leased fee interest, effective as of the date of inspection of July 28, 2021, of the above referenced property, hereafter called the subject property. This appraisal was completed in accordance with your engagement letter dated July 28, 2021 and signed on August 3, 2021 as approved by the Kendall County Forest Preserve District.

The purpose of this appraisal was to provide our best opinion of the defined market value of the leased fee simple interest in the subject property. The leased fee interest is equivalent to the fee simple interest of a property that is leased to others. A lease contract does not remove any rights from the bundle of rights of the fee simple estate, but rather it is an addition to the fee simple estate. It is my understanding that this appraisal is intended to assist with negotiations between the Kendall County Forest Preserve District and the Wormley Family for potential land trades. The intended user of this report is the Kendall County Forest Preserve District and a representative of the Richard Budd Wormley Revocable Trust.

The opinion of market value is based upon the definition of market value stated in this report, which assumes a cash sale with no special terms or contingencies built into the sale agreement. The subject property has been appraised in the leased fee estate. I have not investigated the title of the property appraised. This appraisal was developed as an Appraisal Report in compliance with Standard 1 of the Uniform Standards of Professional Appraisal Practice (USPAP). Attached to this letter you will find a 23 page Appraisal Report plus addenda, which was prepared in compliance with Standard 2-2(a) of USPAP.

As such, it presents summarized discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning and analyses may be retained in the appraiser's files.

Attached and part of this report are the assumptions and limiting conditions used in the development of this appraisal, definitions of market value, highest and best use, and property rights appraised, and a certification of the current market value estimate. The estimate of value reported is based upon the statements of Assumptions and Limiting Conditions found in the addenda of this report. According to the best of my knowledge and belief, all statements and information contained in this report are true and correct, and no important facts have been withheld or overlooked.

As a result of the investigation and analysis, it is my opinion that the market value of the leased fee interest in the subject property, as of July 28, 2021 was:

**ONE HUNDRED SIXTY-SEVEN THOUSAND DOLLARS  
(\$167,000)**

I certify that I personally have no undisclosed interest, either present or contemplated, in the real estate described herein as the subject property; furthermore, neither the procurement of this appraisal assignment nor the negotiated compensation was contingent upon a predetermined conclusion of value, a value estimate which advocates the client's position, or the occurrence of any subsequent event.

On behalf of MIDWEST REALTY CONSUTANTS, INC., I appreciate the opportunity to prepare this appraisal for you. Please feel free to contact the undersigned should you have any questions regarding this appraisal.

Respectfully submitted,  
MIDWEST REALTY CONSUTANTS, INC.



Jay M. Heap  
Certified General Real Estate Appraiser  
License No.: IL 553.000212  
Expires: 09-30-2021  
File No.: 19-08-21

<b>NINE EXTENSIONS</b>		<b>NET PRESENT VALUE</b>		
		\$223,264		
<b>BEGINNING MONTH</b>	<b>ENDING MONTH</b>	<b>YEAR</b>	<b>ANNUAL CASH FLOW</b>	<b>PRESENT VALUE</b>
March, 2021	February 2022	2	\$9,564	\$9,564
March 2022	February 2023	3	\$9,564	\$9,023
March 2023	February 2024	4	\$9,564	\$8,512
March 2024	February 2025	5	\$9,564	\$8,030
		1	\$10,903	\$8,636
		2	\$10,903	\$8,147
March 2025	February 2029	3	\$10,903	\$7,686
		4	\$10,903	\$7,251
		5	\$10,903	\$6,841
		1	\$12,432	\$7,358
		2	\$12,432	\$6,942
March 2029	February 2033	3	\$12,432	\$6,549
		4	\$12,432	\$6,178
		5	\$12,432	\$5,829
		1	\$14,172	\$6,268
		2	\$14,172	\$5,913
March 2033	February 2037	3	\$14,172	\$5,579
		4	\$14,172	\$5,263
		5	\$14,172	\$4,965
		1	\$16,156	\$5,340
		2	\$16,156	\$5,038
March 2037	February 2041	3	\$16,156	\$4,752
		4	\$16,156	\$4,483
		5	\$16,156	\$4,230
		1	\$18,413	\$4,548
		2	\$18,413	\$4,290
March 2041	February 2045	3	\$18,413	\$4,047
		4	\$18,413	\$3,818
		5	\$18,413	\$3,602
		1	\$20,988	\$3,873
		2	\$20,988	\$3,654
March 2045	February 2049	3	\$20,988	\$3,447
		4	\$20,988	\$3,252
		5	\$20,988	\$3,068
		1	\$23,926	\$3,300
		2	\$23,926	\$3,113
March 2049	February 2053	3	\$23,926	\$2,937
		4	\$23,926	\$2,770
		5	\$23,926	\$2,614
		1	\$27,278	\$2,811
		2	\$27,278	\$2,652
March 2053	February 2057	3	\$27,278	\$2,502
		4	\$27,278	\$2,360
		5	\$27,278	\$2,227
<b>SUM OF ALL CASH PAYMENTS</b>			<b>\$759,596</b>	
<b>SUM OF ALL PRESENT VALUES</b>				<b>\$223,264</b>

## RECONCILIATION FO FINAL ESTIMATE OF VALUE

A leased fee interest is the lessor's, or landlord's, interest. A landlord holds specified rights that include the right of use and occupancy conveyed by lease to others. The rights of the lessor (the leased fee owner) and the lessee (leaseholder) are specified by contract terms contained within the lease.

The lessor's interest in a property is considered a leased fee interest regardless of the duration of the lease, the specified rent, the parties to the lease, or any of the terms in the lease contract. A leased property, even one with rent that is consistent with market rent, is appraised as a leased fee interest, not as a fee simple interest. Even if the rent or the lease terms are not consistent with market terms, the leased fee interest must be given special consideration and is appraised as a leased fee interest.

The valuation of a leased fee interest is best accomplished using the income capitalization approach or in this case the Discounted Cash Flow Method. Regardless of the capitalization method selected, the value of the leased fee interest represents the owner's interest in the property. The benefits that accrue to an owner of a leased fee estate generally consist of income throughout the lease and the reversion at the end of a lease of the land and improvements, if any. The sales comparison approach can be used to value leased fee interests, but this analysis is only really meaningful when the sales being used as comparables are similar leased fee interests. If not, adjustments for real property rights conveyed must be considered. The cost approach is more suited to valuing a fee simple interest than a leased fee interest.

It should be understood that the selection of the number of future extensions was my opinion as was the Discount Rate. Both are based upon market data, other similar cases completed by this appraiser, interviews with other market participants and my general real estate appraisal knowledge and experience.

In this appraisal, the Discount Cash Flow Analysis was given primary weight toward the final opinion of value at the end of the 5<sup>th</sup> extension term which is reasonable based upon our experience. The 8,100 square feet of leased land has been given a nominal amount of \$1.00 per square foot, or say \$8,100. There were no comparable sales of free standing sites similar to the subject property primarily due to zoning restrictions. After careful consideration of all the facts and circumstances which influence value, plus the analysis presented in this report, it is my opinion that the market value of the leased fee interest in the subject property as of July 28, 2021 was as follows:

Discounted Cash Flow:	\$158,378
Reversion 8,100 SF:	<u>8,100</u>
Value of Leased Fee:	\$166,478
Rounded:	\$167,000

To: KCFPD Committee of the Whole

From: Antoinette White, Communications and Natural Resources Project Manager

Date: September 14, 2021

RE: Late Summer / Fall Projects

Grounds Maintenance – Harris Shop staff have been working on completing and preparing for the following late-summer and fall projects:

1. Bow Hunt Orientation (Second session on 09/14)
2. Trail Maintenance / Storm Cleanup
3. Parking Lot and Trail Maintenance / ROW spraying
4. Mowing
5. ICECF restoration projects at Hoover Forest Preserve
6. Mowing fall season burn breaks
7. Lyon Forest Preserve bridge repair
8. Asphalt condition survey at Hoover Forest Preserve
9. Landscape Scale Restoration clearing
10. Vehicle condition assessments
11. Freeman Forest Preserve entryway improvements
12. Monitoring for encroachment issues – several preserves
13. Trail corridor mapping at Millington Forest Preserve
14. Interviewing for the FT Grounds Maintenance position opening