## KENDALL COUNTY FOREST PRESERVE DISTRICT OPERATIONS COMMITTEE MEETING AGENDA

## WEDNESDAY, JANUARY 5, 2022 6:00 p.m.

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

- I. Call to Order
- II. Roll Call
- III. Approval of Agenda
- IV. Public Comments
- V. Review of Financial Statements and Cost Center Reports through December 31, 2021
- VI. Review of Special Use Permits
- VII. Grounds Maintenance Staffing Discussion: Position Description(s) and Starting Salary Discussions
- VIII. Draft Employee Handbook Policies Review
  - Chapter IX Review
  - · Recommendation for Final KC-SAO Review and Updates
- IX. Status of RecPro Facility Rental Contract Integration of Terms and Conditions for Event Venues, Shelters, and Overnight Lodging (Bunkhouse and Campsite) Rental Contracts
- X. KCFPD General Use Ordinance Review of Current Restrictions, Proposed Policies, and Proposed Designated Use Areas for Use of Unmanned Aerial Vehicles (UAV)
- XI. Other Items of Business
  - FY21 Farm License Agreements Yield Payments Report
- XII. Public Comments
- XIII. Executive Session
- XIV. Adjournment



P 1 glytdbud 37.5% 63.4% PCT -660,740.00 -17,261.00 -17,261.00 -55,879.13 -55,881.85 -2,881.85 -2,881.85 115,319.14 15,472.39 10,931.27 12,270.50 51,974.11 38,650.00 1,300.00 1,200.00 2,401.60 2,444.53 8,250.00 AVAILABLE BUDGET 6,761.61 ENCOMBRANCES -39,499.87 -78.15 -32,267.85 9,453.86 1,281.61 1,123.73 1,408.89 238.39 23,190.00 305.47 MTD ACTUAL 4,156.40 -39,499.87 -78.15 -78.15 -00 -00 -00 -00 -00 -00 9,453.86 1,281.61 1,123.73 960.50 238.39 YTD ACTUAL 2,267.85 23,190.00 4,156.40 305. 61,840 -660,740 -200 -17,261 -5,000 -95,379 -2,960 00 00 00 31,425 116,773 116,773 113,231 53,383 7,000 1,300 1,200 6,558 2,750 8,250 REVISED BUDGET Kendall County YEAR-TO-DATE BUDGET REPORT 124,773 16,754 12,055 13,231 53,383 95,379 -2,960 -2,960 0 0 0 0 0 0 0 0 0 31,425 ORIGINAL APPROP -660,740 -200 -17,261 -5,000 2,750 8,250 61,840 7,000 1,300 1,200 6,558 XCF - Regional Trail
OSLAD
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KC Highway Mitigation
Hoover Easement
ICECF
Morton Arboretum USFS
Trail Improvement Esc
Salaries - Part Time
Salaries - Part Time
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Trail F. C. Other
Salaries - Stipends
Trail F. C. OMRF Fund Transf. from General
Transf. from Bond Pro
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Current Property Tax
Interest Income Donations
Picnic Rees and Shelt
Land Cash
Preserve Improvement
Farm License Revenue
Credit Card Ree Transf. to Sal Fund (Transf. to Gen Fund (Transf. to Gen Fund (Transf. to FP Liability Office Supplies Dues Conferences Legal Publications Contractual Services Electric Auditing & Accounting Land / Right of Way A Liability Insurance P FOR: Forest Preserve 190011 Forest Preserve Revenue 01/05/2022 14:43 LCaldwell 190011 40000
190011 40180
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01/05/2022 14:43 Kends LCaldwell YEAR-	Kendall County YEAR-TO-DATE BUDGET	REPORT				<u>A, 51</u>	P 2 glytdbud
FOR 2022 01							
ACCOUNTS FOR: 1900 Forest Preserve	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT
68300	0	0	00.	00	00.	CO	64
68310	0	0	00.	00.	00.	000	% %
68340 Farm Lease	200	200		00.	00.	500.00	0.0
	1,000	1,000	59.99	59.99	00.	940.01	6.0%
08440	450	450	342		00.	108.00	
00000	5,000	5,000	α	2,338.85	00.	2,661.15	46.8%
	000	0 ;	00.	00.	00.	00	.0%
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TOTAL Forest Preserve	-396,025	-396,025	7,549.52	7,549.52	00.	-403,574.52	-1.9%

01/05/2022 14:43 LCaldwell YEAR-7	Kendall County YEAR-TO-DATE BUDGET REPORT	REPORT				A SI	P 3   glytdbud
FOR 2022 01 ACCOUNTS FOR: 1900 Forest Preserve	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT
19001160 Ellis House							
19001160 42860 Donations	0	C	C	G C	C	ć	a (
19001160 51160 Salaries - Part Tim	0 70 0	00,000	56.00	56.00	00.	-56.00	100.0%
19001160 62000 Office Supplies	10,344	10,344 750	35.16	788.84	00	9,555.16	7.0
19001160 62270 Utilities 19001160 63050 Rmplower Contr ser	7,400	7,400	779.37	779.37	000	6,620.63	10.5%
	•	1,604 0	135.23	135.23	000	1,468.77	80 4.0 %%
19001160 68580 Grounds and Mainten	0 3,800	ο 3,800	836.87	836.87	000	2.963.13	% % % 0 0 0 0 0 0
	0	0	00.	00.	00.	*	% 0 O 1
TOTAL Ellis House	23,898	23,898	2,631.47	2,631.47	00*	21,266.53	11.0%

01/05/2022 14:43   Kenda LCaldwell   YEAR-	Kendall County YEAR-TO-DATE BUDGET	REPORT				<u> </u>	P 4 glytdbud
FOR 2022 01 ACCOUNTS FOR: 1900 Forest Preserve	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT
19001161 Ellis Barn							
42250 Revenue	0	0	00.	00.	00.	00	
51390	10.344	10.344	00.	00.	00.	00 1	000
62270 Utilities	7,400	7,400	00.	00.	00.	7,555.13	
19001161 63050 Employer Contr. SSI	1,604	1,604	130.95	130.95	00	473	
68580	2.700	2.700	37 40	37 40	00.	00.	% 6
.9001161 99999 To be inactivated	0	0	00.	00.	000.	700'	1. 4.0. %%
TOTAL Ellis Barn	22,048	22,048	957.22	957.22	00	21 090 78	, 9

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01/05/2022 14:43 Kenda LCaldwell YEAR-	Kendall County YEAR-TO-DATE BUDGET REPORT	REPORT				HO	P 5 glytdbud
FOR 2022 01							
1900 Forest Preserve	APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
19001162 Ellis Grounds							
19001162 42250 Revenue 19001162 51160 Salaries - Part Tim	-24,614	-24,614	00.	000	000	-24,614.00	* 0
19001162 51390 Salaries - Full Tim 19001162 63050 Employer Contr. SSI 19001162 63060 ER Contr Health/Den	20,688 3,208	20,688 3,208	1,577.74	1,577.74	0000	19,110.26	4 4 
	4,700	4,700	.00 540.87 .00	540.87	0000	.00. 4,159.13	11.0
TOTAL Ellis Grounds	3,982	3,982	2,259.82	2,259.82	00	1,722.18	56.8%



01/05/2022 14:43 LCaldwell YEAR-1	Kendall County YEAR-TO-DATE BUDGET	Y BUDGET REPORT				A bi	P 6 glytdbud
FOR 2022 01 ACCOUNTS FOR: 1900 Forest Preserve	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
19001163 Bllis Camps							
19001163 42250 Revenue 19001163 42250 Revenue 19001163 51160 Salaries - Part Tim 19001163 5100 Uniforms / Clothing 19001163 6300 Animal Care & Suppl 19001163 6300 Animal Care & Suppl 19001163 63010 Horse Acquisition & 19001163 63010 Vet & Farrier 19001163 63030 Program Supplies 19001163 63040 Security Deposit Re 19001163 63050 Employer Contr. SSI 19001163 63050 ER Contr Health/Den 19001163 63050 Credit Card Ree Ell 19001163 99700 Credit Card Ree Ell 19001163 99700 Credit Card Ree Ell 19001163 89999 To be inactivated	-8,000 3,200 0 1,200 0 1,500 316 0 0 0 0 0	8,000 3,200 3,200 3,200 00 1500 1600 1600 1600 1600 1600 1600	120000000000000000000000000000000000000	120000	000000000000000000000000000000000000000	-8,000.00 3,200.00 00 00 450.00 500.00 195.30	W CCCCCCCCCCCCCCCCCCCCCCCCCCCCCCCCCCCC
	•	_	140.70	120./0	00.	-3,654.70	-3.4%



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01/05/2022 14:43 Kenda LCaldwell YEAR-	Kendall County YEAR-TO-DATE BUDGET	y BUDGET REPORT				<u> </u>	P 7 glytdbud
FOR 2022 01							
ACCOUNTS FOR: 1900 Forest Preserve	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT
19001164 Ellis Riding Lessions							
Non- Chapter	ľ						
2250	-70,000	-70,000	-3,175.00	-3,175.00	00.*	-66,825.00	4.5%*
19001164 51160 Salaries - Part Tim	39,325	39,325	3.019.93	3,019,93	000	36 305 07	10%
	0				00.	70.505,05	, C
19001164 63000 Animal Care & Suppl	9,200	9,200	106.14	106.14	00.	9,093.86	1.2%
	000,6	9,000	794.00	794.00	00.	2,500.00	% % Ο α
19001164 63040 Security Deposit Re	1,000	1,000		00.	00.	1,000.00	
	3,878	3,878	266.28	266.28	00.	3,611.72	6.9%
68430	00	00	000	000	000	0.0	0 0 0
19001164 99999 To be inactivated	0	0	00.	00.	00	000.	
TOTAL Ellis Riding Lessions	-5,097	-5,097	1,011.35	1,011.35	00*	-6,108.35	-19.8%

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FOR 2022 01 ACCOUNTS FOR: 1900 Forest Preserve	ORIGINAL	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT
19001165 Ellis Birthday Parties							
19001165 42250 Revenue 19001165 51160 Salaries - Part Tim 19001165 62400 Uniforms / Clothing 19001165 63000 Animal Care & Suppl 19001165 63010 Horse Acquisition & 19001165 63020 Vet & Farrier 19001165 63030 Program Supplies 19001165 63040 Security Deposit Re 19001165 63040 Security Deposit Re 19001165 63040 Security Deposit Re 19001165 63050 EM Cohr. SSI 19001165 63430 Marketing / Publici 19001165 68430 Marketing / Publici 19001165 99999 To be inactivated TOTAL Ellis Birthday Parties	-5,500 6,500 300 300 41 1,941	-5,500 6,500 0 300 641 641 1,941	-872.00 364.00 .00 .00 .00 42.17 42.17 -465.83	- 872 . 00 3 64 . 00 . 00 . 00 . 00 . 00 . 00 . 00 . 0	000000000000000000000000000000000000000	-4,628,00 6,136.00 00 300.00 598.83 598.83	1 1. 1. 2. 4. 4. 4. 4. 4. 4. 4. 4. 4. 4. 4. 4. 4.
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FOR 2022 01 ACCOUNTS FOR: 1900 Forest Preserve	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
19001166 Ellis Public Programs	ĺ						
1	-3,000	-3,000	00.	00.	00.	-3,000.00	٥.
19001166 62400 Uniforms / Clothing 19001166 63000 Animal Care & Suppl	, T	2,015 0	112.00	112.00	000	1,903.00	ъ 60 88
63010 63020	200	200	000	000		00.	, o c
V4 +-		00	000	000	000		
53060 58430	0 0 C	199 0 0	8.57	8.57	000	190.43	4 w.o.
68570 Volunteer E 99999 To be inact	150	150	000		000	150.00	
TOTAL Ellis Public Programs	-136	-136	120.57	120.57	00.	-256.57	-88.7%

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01/05/2022 14:43 LCaldwell YEAR-T	Kendall County YEAR-TO-DATE BUDGET	y BUDGET REPORT				<u> </u>	P 10 glytdbud
FOR 2022 01							
ACCOUNTS FOR: 1900 Forest Preserve	ORIGINAL APPROP	REVISED BUDGET	YID ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
19001167 Ellis Sunrise Center							
19001167 42250 Revenue 19001167 51160 Salaries - Part Tim 19001167 63000 Animal Care & Suppl 19001167 63050 Employer Contr. SSI 19001167 99999 To be inactivated	-13,760 17,500 1,200 1,726	-13,760 17,500 1,200 1,726	-2,749.00 1,503.75 .00 143.95	-2,749.00 1,503.75 .00 .143.95	00000	-11,011.00 15,996.25 1,200.00 1,582.05	0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0
TOTAL Bllis Sunrise Center	999'9	999'9	-1,101.30	-1,101.30	00.	7,767.30	-16.5%

01/05/2022 14:43   Kenda LCaldwell YEAR-	Kendall County YEAR-TO-DATE BUDGET REPORT	REPORT				<u>A. 61</u>	Met mp solution P 11 glytdbud
FOR 2022 01 ACCOUNTS FOR: 1900 Forest Preserve	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
19001168 Ellis Weddings							
19001168 42250 Revenue 19001168 43450 Security Deposit Re 19001168 51160 Salaries - Part Tim 19001168 62400 Uniforms / Clothing 19001168 63040 Security Deposit Re 19001168 63050 Employer Contr. SSI 19001168 63050 ER Contr Health/Den 19001168 63070 Refuse Pickup 19001168 63070 Refuse Pickup 19001168 63080 Event Tent Lease 19001168 68430 Marketing / Publici 19001168 99999 To be inactivated TOTAL Ellis Weddings	-14,000 -10,000 1,538 9,000 1,700 1,700 -11,605	-14,000 -10,000 1,538 9,000 1,700 1,700 -11,605	. 00 24.00 . 00 1.84 . 00 99.58 . 00 . 00	24.00 1.84 1.84 99.58 125.42	000000000000000000000000000000000000000	-14,000.00 -10,000.00 1,514.00 9,000.00 155.16 1,600.42 1,600.42	1 1 0 1 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0

Ten 2010   Ten 2010							200	or em children
als  als  available P  BUDGET TID ACTUAL MTD ACTUAL ENCUMBRANCES BUDGET US  -3,400 -3,400 -3,500 .00 -2,500 .00 -2,500.00  L,538 -00 .00 .00 -2,500 .00 1,538 .00 .00 .00 1,538.00 .00 1,538.00 .00 .00 1,538.00 .00 1,538.00 .00 .00 1,538.00 .00 1,538.00 .00 .00 .00 1,538.00 .00 1,538.00 .00 .00 .00 1,538.00 .00 .00 .00 .00 .00 1,538.00 .00 .00 .00 .00 .00 .00 .00 .00 .00	1	all County -TO-DATE BUDGET	REPORT				<u> </u>	P 12 glytdbud
APPROP BUDGET YTD ACTUAL MTD ACTUAL ENCUMBRANCES BUDGET US  als  Deposit Re	FOR 2022 01							
Dait Re -2,500 -2,500 -675.00 -675.00 -675.00 19  22,500 -2,500 -2,500 .00 .00 .00 .2,500.00  21,538 1,538 .00 .00 .00 .00 1,538.00  21,538 1,538 .00 .00 .00 .00 .00 .00 .00 .00 .00 .0	ACCOUNTS FOR: 1900 Forest Preserve	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT
Revenue       -3,400       -3,400       -675.00       -675.00       -2,725.00       19         Security Deposit Restairs - Part Tim       -2,500       -2,725.00       -2,725.00       -2,725.00       -2,725.00       -2,725.00	19001169 Ellis Other Rentals							
	1       10	13,400 1,5300 1,5300 1,5338 1,57 0 0 0 0 0 0	-3,400 -2,500 1,500 1,50 157 0 0	-675.00 .00 .00 .00 .00 .00	-675.00 .00 .00 .00 .00 .00	00000000 0	-2,725.00 -2,500.00 1,538.00 300.00 157.00 .00 -3,230.00	10.00000000000000000000000000000000000

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01/05/2022 14:43 LCaldwell YEAR-	Kendall County YEAR-TO-DATE BUDGET	REPORT				<u>Α. σ</u>	p 13 glytdbud
FOR 2022 01							
ACCOUNTS FOR: 1900 Forest Preserve	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
19001170 Ellis 5K	ſ						
19001170 42250 Revenue	-250	-250	00	00	00.	-250.00	**0.
19001170 63030 Program Supplies	00	00	000	000	000.	000	% %
19001170 63040 Security Deposit Re 19001170 63050 Employer Contr. SSI 19001170 63060 EP Contr Health/Den	000	000	000	000	000	000	% % 0 0
19001170 68430 Marketing / Publici 19001170 99999 To be inactivated	000	000	000	000	000.	000	
TOTAL Ellis 5K	-250	-250	00.	00.	00.	-250.00	%0.



01/05/2022 14:43   Kendall LCaldwell YEAR-TC	Kendall County YEAR-TO-DATE BUDGET REPORT	REPORT				<u>A. 53</u>	P 14   glytdbud
FOR 2022 01 ACCOUNTS FOR: 1900 Forest Preserve	ORIGINAL	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
19001171 Hoover							
19001171 42250 Revenue 19001171 42860 Donations	-5,500	-5,500	-500.00	-500.00	00.	-5,000.00	
51160	18,376	18,376	1,253.74	1,253.74	000	⊃ (7 (	
62160 Equipment	ì	n		,44,	000	1,841.3 .0	φ =
62270 Utilities 63040 Security Deposit	4,600 11,082	4,600 11,082	285.00	285.00	000	,315.0	42
19001171 63050 Employer Contr. SSI 19001171 63060 ER Contr Health/Den	9,139	ດີເ		900	000	8,470.7	· m
63090	6,200	90	882.	8 6	000	27 20	1.4 1.2
	14,300	14,300		15	00	,684.2	ω,
63120 Building Maint	6,000	6,000	36.22	36.22	000	,000.0	
	1,000	1,000	00.	000	000	,000,	00
19001171 68580 Grounds and Mainten 19001171 99999 To be inactivated	4,000	4,000	346.64	346.64	000	3,653.36	. 8 . 7 . 8 . 8 . 9 . 9
TOTAL Hoover	130,011	130,011	9,098.02	9,098.02	00.	120,912.98	7.0%

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01/05/2022 14:43 LCaldwell YE2	Kendall County YEAR-TO-DATE BUDGET	REPORT				<u> </u>	P glytdbud
FOR 2022 01							
ACCOUNTS FOR: 1900 Forest Preserve	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
19001172 Hoover Bunkhouse							
19001172 42250 Revenue	0		L	1	•	;	
1 1	•	1,300	-3,335,00	-3,335.00	0.5	-5,165,00	30.0%
19001172 51160 Salaries - Part Tim	-		626.88	626.88	000	8,561,12	LU. 4. 0. 4. 0. 7. 4. 0.
19001172 51390 Salaries - Full Tim	-		1,723.86	1,723.86	00	20,921.14	2.0
- 1	4,570				00.	4,235,87	7.3%
19001172 93999 To be inactivated	6,263	6,263	381.37	<ul> <li>11.0</li> </ul>	00.	5,881.63	.0
			,				ę
TOTAL Hoover Bunkhouse	32,866	32,866	-468.76	-468.76	00.	33,334.76	-1.4%

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FOR 2022 01 ACCOUNTS FOR: 1900 Forest Preserve	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
19001173 Hoover Campsite							
19001173 42250 Revenue 19001173 43450 Security Deposit Re	-4,000	-4,000	-180.00	-180.00	0.0	-3,820.00	4, 70, 6 % %
	4,594	4,594	313.38 861.93	313.38	000	4,280.62	7.0%
190011/3 63050 Employer Contr. SSI 190011/3 63060 ER Contr Health/Den 190011/3 99999 To be inactivated	2,285 3,132 0	2,285 3,132 0	167.05 190.69 .00	167.05 190.69	000	2,117.95 2,941.31	67. 6.1. 9.8%
TOTAL Hoover Campsite	17,333	17,333	1,353.05	1,353.05	00.	15,979.95	7.8%

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FOR 2022 01							
ACCOUNTS FOR: 1900 Forest Preserve	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCOMBRANCES	AVAILABLE BUDGET	PCT
19001174 Hoover Meadowhawk Lodge							
0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	,		1				
190011/4 42250 Revenue	-	-15,000	-465.00	-465.00	00.	-14,535.00	3,1%*
190011/4 43450 Security Deposit R	1	-5,000	-217.50	-217.50	00	-4,782.50	4.48*
10001174 SILOU SALALIES - FAIL II	7	4,594	313.50	313.50	00	4,280.50	6.8%
19001174 STIGHT SALARIES - FULL TI	7	11,322	861.93	861.93	00.	10,460.07	7.6%
190011/4 63050 Employer Contr. SS		2,285	167.06	167.06	00.	2,117.94	7.3%
19001174 63060 ER Contr Health/Den	3,132	3,132	190.69	190.69	00.	2,941.31	6.1%
190011/4 99999 TO DE INACCIVATED		0	00.	00	00.	00.	.0
TOTAL Hoover Meadowhawk Lodge	1,333	1,333	850.68	850.68	00	482.32	63.8%

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01/05/2022 14:43 LCaldwell YE	Kendall County YEAR-TO-DATE BUDGET REPORT	REPORT				Δ, 51	P 18 glytdbud
FOR 2022 01							
ACCOUNTS FOR: 1900 Forest Preserve	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
19001175 Environmental Education							
19001175 42250 Revenue 19001175 42860 Donations 19001175 63050 Employer Contr. SSI 19001175 63060 ER Contr Health/Den 19001175 68490 Environmental Educa TOTAL Environmental Educa	0 0 5-	0 - 5 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	00000 0	000000	000000	-500.00	*******

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01/05/2022 14:43   Kendal. LCaldwell   YEAR-T	Kendall County YEAR-TO-DATE BUDGET	REPORT					P 19 glytdbud
FOR 2022 01							
ACCOUNTS FOR: 1900 Forest Preserve	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCOMBRANCES	AVAILABLE BUDGET	PCT USED
19001176 Environmental Education School							
	-20,000	-20,000	00	U	C	00 000 06-	9
19001176 51160 Salaries - Part Tim 19001176 51390 Salaries - Full Tim	11,213	$\frac{11,213}{0}$	153.00	153.00		11,060.00	. H . 4. 6 . % 6
1 1	7007	2007	200	000	000.	700.00	* * • •
19001176 63050 Employer Contr. SSI 19001176 63060 ER Contr Health/Den	3,987	3,987	000	000	000	3,987.00	
TOTAL Environmental Education Sch	-4,100	-4,100	153.00	153.00	00.	-4,253.00	-3,7%

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01/05/2022 14:43 Kendal LCaldwell YEAR-T	Kendall County YEAR-TO-DATE BUDGET REPORT	REPORT				4 6	P 20 glytdbud
FOR 2022 01							
ACCOUNTS FOR: 1900 Forest Preserve	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
19001177 Environmental Education Camps	1						
19001177 42250 Revenue	000	0	6	6			
19001177 51160 Salaries - Part Tim	20,175	-32,000	724.50	-810.00		-31,190.00	(7) (7)
19001177 51390 Salaries - Full Tim	000'9	6,000	453.92	453.92		5,546.08	) [-
19001177 52040 Program Supplies	1,500	1,500	12.47	12.47		1,487.53	
19001177 63050 Employer Contr Cot	2,200	2,200	00.	00	00.	2,200.00	*0.
19001177 63060 ER Contr Health/Den	0 (10 (1	0 0 0	7.7.1 00:	130.77	000.	1,484.23	    
TOTAL Environmental Education Cam	-510	-510	511.66	511.66	00.	-1,021.66 -100.3%	-100.3%

01/05/2022 14:43   Kendall LCaldwell   YEAR-TO	Kendall County YEAR-TO-DATE BUDGET REPORT	REPORT					P 21
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FOR 2022 01							
ACCOUNTS FOR: 1900 Forest Preserve	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
19001178 Environmental Educ. Natrl Beg.							
19001178 42250 Revenue	-122,880	-122,880	00.	00	00.	-122,880.00	* 0%
	-2,400	-2,400	00.	00	00.	-2,400.00	***
19001178 F1250 Calaries - Part Tim	45,298	45,298	4,285.35	4,285.35	00.	41,012.65	
	000,00	20,000	3,081.08	3,081.08	00.	46,918.92	6.2%
Security Deposi	3,500	3,500	00.	9,0	00.	2,000.00	% % O C
	12,079	12,079	895.23	895.23	00.	11 183 77	7.0
19001178 63060 ER Contr Health/Den	0	0	00.	00.	00	00 *	% # O 
TOTAL Environmental Educ. Natrl B	-12,403	-12,403	8,261.66	8,261.66	00.	-20,664.66	-66.6%

01/05/2022 14:43   Kendal LCaldwell YEAR-T	Kendall County YEAR-TO-DATE BUDGET	REPORT				4 5	P 22 glytdbud
FOR 2022 01							
ACCOUNTS FOR: 1900 Forest Preserve	ORIGINAL APPROP	REVISED BUDGET	YID ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
19001179 Environ. Educ. Other Pblc Prg							
19001179 42250 Revenue 19001179 42860 Donations	-20,000	-20,000	-2,870.00	-2,870.00	000	-17,130.00	14.48*
51160	9,756	9,756	1,305.90	0.5	000.	8,450.10	13.0%
51330 Salaries - Full 63030 Program Supplies	2,500	2,500	186.37	186.37	00.	2,313,63	7.0%
	1,000	1,000				1,000.00	
63060 ER Contr Health	0 1 0 1 1	0 0 7 0 7 0	130.84	130.84 .00	000.	1,685.16	  %%
TOTAL Environ. Educ. Other Pblc P	-4,178	-4,178	-1.246.89	-1.246.89	00	11 120 67	6

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01/05/2022 14:43 Kendal LCaldwell YEAR-1	Kendall County YEAR-TO-DATE BUDGET	y BUDGET REPORT				Δ, 61	P 23 glytdbud
FOR 2022 01							
ACCOUNTS FOR: 1900 Forest Preserve	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
19001180 Environ. Educ. Laws of Nature	ſ						
19001180 42250 Revenue		0	00.	00.	00	00.	%
19001180 51160 Salaries - Part Tim 19001180 51390 Salaries - Full Tim	3,481 0	3,481 0	90.06	90.00	00	3,391.00	2.00
19001180 63030 Program Supplies 19001180 63050 Employer Contr. SSI 19001180 63060 ER Contr Health/Den	500 563 0	500 563 0	00.9	.00 .8.9 00.	000	500.00 556.11 00	%%% 070 
TOTAL Environ. Educ. Laws of Natu	4,544	4,544	96.89	96.89	00.	4,447.11	2 .1%

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01/05/2022 14:43 LCaldwell YEAR-	Kendall County YEAR-TO-DATE BUDGET	y BUDGET REPORT				<u> A ' ' ' ' ' ' '                      </u>	24 1ytdbud
FOR 2022 01 ACCOUNTS FOR: 1900 Forest Preserve	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT
19001181 Environmental Educ. Other							
19001181 42250 Revenue 19001181 51160 Salaries - Part Tim 19001181 51390 Salaries - Full Tim 19001181 63030 Program Supplies 19001181 63050 Employer Contr. SSI 19001181 63060 ER Contr Health/Den TOTAL Environmental Educ. Other	000000 0	000000 0	0000000	0000000	000000 0	0000000	# # # # # # # 0000000000000000000000000

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01/05/2022 14:43 Kend LCaldwell YEAR	Kendall County YEAR-TO-DATE BUDGET	y BUDGET REPORT				<u>A. 51</u>	P 25 glytdbud
FOR 2022 01							
ACCOUNTS FOR: 1900 Forest Preserve	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCOMBRANCES	AVAILABLE BUDGET	PCT USED
19001182 Natural Areas Volunteers							
19001182 42860 Donations 19001182 51390 Salaries - Full Tim 19001182 63030 Program Supplies 19001182 63050 Employer Contr. SSI 19001182 63060 ER Contr Health/Den 19001182 63130 Volunteer Supplies 19001182 68300 Natural Areas Manag TOTAL Natural Areas Volunteers	000000 0	0000000 0	0000000 0	0000000 0	000000000000000000000000000000000000000	000000000	*****



P 26 glytdbud 13.8% PCT -24,000.00 -1,000.00 16,189.00 83,197.05 17,4618.71 12,460.00 13,267.86 34,672.22 7,856.47 4,581.91 3,975.87 AVAILABLE BUDGET 164,604.96 00 ENCOMBRANCES -60.00 -60.00 575.00 6,765.95 12,381.29 630.30 1,167.14 2,236.78 643.53 418.09 1,383.83 MTD ACTUAL 26,316.04 .00 -60.00 575.00 6,765.95 12,381.29 630.30 1,167.14 2,236.78 643.53 418.09 174.13 1,383.83 YTD ACTUAL 26,316.04 -24,000 -1,000 -4,000 16,764 889,963 220,000 13,100 1,000 14,400 8,500 8,500 4,150 10,000 190,921 REVISED BUDGET Kendall County YEAR-TO-DATE BUDGET REPORT ORIGINAL APPROP -24,000 -1,000 -4,000 116, 764 113, 000 11, 000 11, 000 14, 41 10, 000 10 10,000 190,921 19001183 Grounds and Natural Resources TOTAL Grounds and Natural Resourc Revenue
Donations
Picnic Fees and She
Preserve Improvemen
Salaries - Part Tim
Salaries - Part Tim
Equipment
Gasoline / Fuel / O
Uniforms / Clothing
Security Deposit Re
Employer Contr. SSI
EM Contr Health/Den
Refuse Pickup
Natural Gas Shop Supplies
Management Supplies
Telephones
Preserve Improvemen FOR: Forest Preserve 01/05/2022 14:43 LCaldwell 19001183 42250 19001183 42860 19001183 42900 19001183 42900 19001183 51390 19001183 62180 19001183 62400 19001183 63040 19001183 63040 19001183 63070 19001183 63070 19001183 63010 19001183 63090 19001183 63090 FOR 2022 ACCOUNTS 1900



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01/05/2022 14:43   Kenda: LCaldwell   YEAR-:	Kendall County YEAR-TO-DATE BUDGET	I REPORT				-	P 27 glytdbud
FOR 2022 01							
ACCOUNTS FOR: 1900 Forest Preserve	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
19001184 Pickerill - Pigott	Ī						
200	•	,	,				
	00	00	00.0	000	00	00.	%°°
19001184 42900 Picnic Fees and She	-750	-750		000	0.00		% O 0
43450	}	•	200.	000	000.	00.05/-	* * • •
19001184 51160 Salaries - Part Tim	0 (	0 (	00.	00	00.	00.	%0.
		<b>&gt;</b> 0	D (C	00	00.	00.	% O.
63030 Program Supplies	0	00			00.	00.	% o
63050		0	000	000	00.		
19001184 63100 Electric 19001184 68530 Preserve Improvemen	7,450	7,450	175.12	175.12	000	7,274.88	 . 4 0 . % %
TOTAL Pickerill - Pigott	6,700	6,700	175.12	175.12	00.	6,524.88	. 6
TOTAL Forest Preserve	0	0	57,634.41	57,634.41	00-	-57,634.41	100.08
TOTAL REVENUES TOTAL EXPENSES	-1,203,394 1,203,394	-1,203,394 1,203,394	-55,686.52 113,320.93	-55,686.52 113,320.93	00	-1,147,707.48 1,090,073.07	
PRIOR FUND BALANCE CHANGE IN FUND BALANCE REVISED FUND BALANCE	1	NET OF REVENUE	OF REVENUES/EXPENSES	478,388.44 -57,634.41 420,754.03			



P 28 glytdbud .0% AVAILABLE BUDGET ENCOMBRANCES MTD ACTUAL 00 YTD ACTUAL 00 REVISED BUDGET Kendall County YEAR-TO-DATE BUDGET REPORT ORIGINAL APPROP RTP - Regional Trail
OSLAD
KC Highway Mitigation
HOOVER EASEMENT
ICECF
Morton Arboretum USFS
Trail Improvement Esc
Salaries - Other
Transf to FP Liabilit
Transf to FP Liabilit
Transf to FP Capital Pransf to FRB Crplnd
Gfice Supplies
Equipment Land Areas Managem
Project Fund Expenses Transf. fr FP Land Ca Transf fr Fox Rvr Blf Transf. from Proj. Im Interest Income Revenue Donations Building Improvements Cropland Conversion Fiscal Agent Fee To be inactivated Preserve Improvements Proceeds 2007 ACCOUNTS FOR: 1901 FP Bond Proceeds 2007 Proceeds 2007 Bond 01/05/2022 14:43 LCaldwell 190111 FP Bond TOTAL FP 190111 40330 190111 40340 190111 40350 190111 42250 190111 42380 190111 43380 190111 43430 190111 43440 190111 43440 190111 6340 190111 61370 190111 61370 190111 61370 190111 62160 190111 68500 190111 68500 190111 68500 190111 68500 190111 68500 190111 68500 FOR 2022 01

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FOR 2022 01							<u></u>	J.ytabua
ACCOUNTS FOR: 1901 FP Bond Proceeds 2007	ORIGINAL APPROP	INAL	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
19011160 FP Bond Prds 07 Ellis								
19011160 68590 Building Improvemen	men	0	0	00.	00	00,	00.	%0.
TOTAL FP Bond Prds 07 Ellis		0	0	00.	00.	00.	00.	*0.

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01/05/2022 14:43 LCaldwell	Kendall County YEAR-TO-DATE BUDGET REPORT	r report				<u>4 5</u>	30 1ytdbud
FOR 2022 01							
ACCOUNTS FOR: 1901 FP Bond Proceeds 2007	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
19011171 FP Bond Prds 07 Hoover							
19011171 62160 Equipment 19011171 68530 Preserve Improvemen 19011171 68590 Building Improvemen	nen 0	000	0000	000	000	000	
TOTAL FP Bond Prds 07 Hoover	0	0	00.	00*	00	00.	%0.

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LCaldwell	YEAR-TO-DATE SUDGET REPORT	REPORT				<u>a, bi</u>	r glytdbud
FOR 2022 01							
ACCOUNTS FOR: 1901 FP Bond Proceeds 2007	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
400000000000000000000000000000000000000							
19011162 FP BONG PFGS U/ NUT							
19011182 63030 Program Supplies 19011182 68300 Natural Areas Manag	0 0	00	00.	000	000.	00.	 % %
TOTAL FP Bond Prds 07 Ntr	0	0	00	00.	00.	00.	%0.
TOTAL FP Bond Proceeds 2007	0	0	00	00.	00	00	.0%
PRIOR 1				00			
CHANGE REVISEI	CHANGE IN FUND BALANCE - NE REVISED FUND BALANCE	NET OF REVENUES/EXPENSES	S/EXPENSES	00			



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01/05/2022 14:43 LCaldwell	Kendall County YEAR-TO-DATE BUDGET	REPORT				<u>A D</u>	P 32 glytdbud
FOR 2022 01							
ACCOUNTS FOR: 1902 FP Debt Service 2012	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
ביייי בייייבים באבר ניס ויכיסו							
190211 FF Debt Service 2012							
_		-442,900 -250 0	000	000	000	-442,900.00 -250.00	* * *
19021 68640 Miscellaneous Expense 19021 68640 Fiscal Agent Fee 190211 68650 Debt Service Interest 190211 68700 Debt Service Principa	1,057 18,975 405,000	1,057 18,975 405,000	12,525.00 405,000.00	.00 .00 12,525.00 405,000.00	0000	1,057.00	% % % % % % % % % % % % % % % % % % %
TOTAL FP Debt Service 2012	-18,118	-18,118	417,525.00	417,525.00	00*	(3	
TOTAL FP Debt Service 2012	-18,118	-18,118	417,525.00	417,525.00	00 *	-435,643.00-2304	304.5%
TOTAL REVENUES TOTAL EXPENSES	UES -443,150	-443,150 425,032	.00	417,525.00	000.	-443,150.00 7,507.00	
PRIOR FI CHANGE 1 REVISED	PRIOR FUND BALANCE CHANGE IN FUND BALANCE - N REVISED FUND BALANCE	NET OF REVENUI	REVENUES/EXPENSES	937,583.22 -417,525.00 520,058.22			



P 33 glytdbud -964.2% -964.2% PCT 475.00 1,107.00 176,790.00 197,875.00 197,875.00 197,875.00 AVAILABLE BUDGET -4,937,318.00 -650.00 -4,417,726.75 -4,417,726.75 -4,937,968.00 520,241.25 00 00 ENCUMBRANCES 177,250.00 177,250.00 46,000.00 146,003.75 105,000.00 279,250.00 3,255,000.00 4,635,394.72 -4,002,593.75 632,800.97 MTD ACTUAL 4,002,593.75 4,002,593.75 4,002,593.75 177,250 40,000 177,250 146,000 146,000 105,000 279,250 3,255,000 000 4,002,593.75 YTD ACTUAL 4,002,593.75 4,002,593.75 PRIOR FUND BALANCE CHANGE IN FUND BALANCE - NET OF REVENUES/EXPENSES REVISED FUND BALANCE 1,107 354,040 40,000 290,088 1075,000 3,255,000 -4,937,318 -650 -4,937,968 4,522,835 -415,133 -415,133 REVISED BUDGET Kendall County YEAR-TO-DATE BUDGET REPORT 1,107 354,040 40,000 290,088 105,008 477,125 3,255,000 -4,937,318 ORIGINAL APPROP -4,937,968 4,522,835 -415,133 -415,133 Service 2015/2016/2017 TOTAL FP Debt Service 2015/2016/2 TOTAL FP Debt Service 2015/2016/2 TOTAL REVENUES TOTAL EXPENSES 190311 41010 Current Property Tax 190311 41350 Interest Income 190311 42370 Refunds 190311 43350 Capitalized Interest 190311 68640 Miscellaneous Expense 190311 68710 Dbt Srv 2015 Interest 190311 68730 Dbt Srv 2015 Interest 190311 68730 Dbt Srv 2016 Interest 190311 68750 Dbt Srv 2016 Interest 190311 68750 Dbt Srv 2017 Interest 190311 68750 Dbt Srv 2017 Interest 190311 99440 Principa 190311 99440 Principa 190311 99490 Trobe inactivated Service 2015/2016/2017 ACCOUNTS FOR: 1903 FP Debt 01/05/2022 14:43 LCaldwell FP Debt FOR 2022 01 190311



01/05/2022 14:43 LCaldwell	Kendall County YEAR-TO-DATE BUDGET REPORT	T REPORT				NA CANA	Wererp solution P 34 glytdbud
FOR 2022 01							
ACCOUNTS FOR: 1904 FP Restricted Subat Fund	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
190411 FP Restricted Subat Fund							
, .		,					
190411 41350 Interest Income 190411 42860 Donations	-6,715	-6,715	00.	000	00.	-6,715.00	*
62150 68500	27,625	27,625	000.	000	000	27,625.00	, , , , , , ,
TOTAL FP Restricted Subat Fund	1d 20,910	20,910	00.	00	00.	20,910.00	*0.
TOTAL FP Restricted Subat Fund	ıd 20,910	20,910	00	00*	00.	20,910.00	0
TOTAL REVENUES TOTAL EXPENSES	INUES -6,715 INSES 27,625	-6,715 27,625	00.	00.	00.	-6,715.00 27,625.00	
PRIOR F CHANGE REVISED	PRIOR FUND BALANCE CHANGE IN FUND BALANCE - 1 REVISED FUND BALANCE	NET OF REVENUE	OF REVENUES/EXPENSES	883,179.03 .00 883,179.03			



munis munis	P 35	AVAILABLE PCT S BUDGET USED			\$0· 00· 0	80. 00. 0	
		ENCUMBRANCES		0000000	00.	00.	
		MTD ACTUAL		00000000	00 *	00.	000.
		YID ACTUAL		00000000	00*	00	REVENUES/EXPENSES
	Y BUDGET REPORT	REVISED BUDGET		0000000	0	0	NET OF REVENU
	Kendall County YEAR-TO-DATE BUDGE	ORIGINAL APPROP		0000000	0	0	PRIOR FUND BALANCE CHANGE IN FUND BALANCE - REVISED FUND BALANCE
	01/05/2022 14:43 Ker LCaldwell YE	FOR 2022 01 ACCOUNTS FOR: 1905 OSLAD Grant	190511 OSLAD Outdoor Rec. Acq.	190511 40300 Transf. from FP Bnd P 190511 42970 Grant Award 190511 61420 Trnsf. to FP Capital 190511 70040 Supplies 190511 70050 Contractual Services 190511 70060 Consultants 190511 70060 Consultants	TOTAL OSLAD Outdoor Rec. Acq.	TOTAL OSLAD Grant	PRIOR FU CHANGE I REVISED



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01/05/2022 14:43 LCaldwell YE	Kendall County YEAR-TO-DATE BUDGET REPORT	REPORT				<u>A. 51</u>	P 36 glytdbud
FOR 2022 01							
ACCOUNTS FOR: 1906 Forest Preserve Improvement	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT
190611 Forest Preserve Improvement							
.40280 Transf, from FP 40290 Transf, from FP	00	00	00.	000	000	000	. 0 0
40300 Transf.	0	00	00:	000	000	00.	
190611 42490 Other Revenue	00	00	00.	000	00.	00.	%
61300	00	00	000.	000	000	000	* * O O
190611 61340 Transt. to Forest Pre 190611 61400 Trans to FP Capital P	00	00	00.	00.	000	000	
. 66500 Miscellaneous Expen	00	0	000		000.	000	 %%
TOTAL Forest Preserve Improvement	nt 0	0	00.	00.	00.	00 *	%
TOTAL Forest Preserve Improvement	nt 0	0	00.	00.	00.	00 *	. 0
PRIOR FUN CHANGE IN	PRIOR FUND BALANCE CHANGE IN FUND BALANCE - N	NET OF REVENUE	OF REVENUES/EXPENSES	000.			
J GGT AGN	OND BALANCE			00.			



P 37 glytdbud PCT USED -10,000.00 .00 .00 .00 .00 -100,784.00 200,000.00 18,688.97 AVAILABLE BUDGET 104,121.00 275.00 5,550.00 -50,000.00 -11,000.00 -5,000.00 37,714.00 179,564.97 ENCOMBRANCES MTD ACTUAL 000000 15,073.03 888888 YTD ACTUAL 15,073.03 15,073.03 -100,784 -11,000 200,000 33,762 104,121 275 5,550 000000 -5,000 -50,000 194,638 -10,000 37,714 REVISED BUDGET Kendall County YEAR-TO-DATE BUDGET REPORT -100,784 ORIGINAL APPROP -11,000 104,121 275 5,550 200,000 000000 -5,000 -50,000 37,714 194,638 -10,000 Exp Transf. from FP Bnd P
50% FP Match Transf.
Transf. fr FP Land Ca
Transf. from Proj. Im
Transf. from OSLAD Fu
Transf. from OSLAD Fu
Transf. from Callab Fu
Transf. from Callab Fu
Transf. from Aboretum USFS
Trail Improvement Esc
Land Acq. Grant LCCCF
Preserve Improvements
Proj. Fund Deposit ID
ICECF File Pollinator
ICECF Pile POLLI Equipment
Miscellaneous Expense
Land / Right of Way A
Project Fund Expenses
ICECF K-12 Pollinator
ICECF Pilot Pollinator ACCOUNTS FOR: 1907 Forest Preserve Capital Exp. Preserve Improvements Building Improvements Morton Arboretum Land Transfer to Land Cash Forest Preserve Capital 190711 Forest Preserve Capital Exp 01/05/2022 14:43 LCaldwell 190711 40300 190711 40310 190711 40330 190711 40340 190711 40350 190711 40400 190711 41350 190711 42490 190711 43440 190711 43740 190711 43760 190711 43760 190711 43760 190711 43760 190711 61360 190711 6130 190711 62160 190711 62160 190711 62160 190711 68500 190711 68500 190711 68500 190711 68500 190711 68500 FOR 2022 01 190711 68610 TOTAL

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01/05/2022 14:43 LCaldwell	Kendall County   YEAR-TO-DATE	County -DATE BUDGET	N BUDGET REPORT					P 38 glytdbud
FOR 2022 01								
ACCOUNTS FOR: 1907 Forest Preserve Capital Exp.	Exp.	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCOMBRANCES	AVAILABLE BUDGET	PCT USED
19071171 Forest Preserve Capital Exp.	Exp.							
19071171 62160 Equipment 19071171 68530 Preserve Improvemen	men	00	00	000	00.	00.	000.	%%
TOIAL Forest Preserve Capital Exp	al Exp	0	0	00.	00.	00.	00.	%

						E:	nunis:
01/05/2022 14:43 LCaldwell YEAR-TC	Kendall County YEAR-TO-DATE BUDGET REPORT	REPORT					P 39 glytdbud
FOR 2022 01							
ACCOUNTS FOR: 1907 Forest Preserve Capital Exp.	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCOMBRANCES	AVAILABLE BUDGET	PCT USED
19071182 Forest Preserve Capital Exp.	4						
19071182 68300 Natural Areas Manag	0	0	00*	00.	00.	00	
TOTAL Forest Preserve Capital Exp	0	0	00.	00.	00	00.	%
TOTAL Forest Preserve Capital Exp	194,638	194,638	15,073.03	15,073.03	00	179,564.97	7.7%
TOTAL REVENUES TOTAL EXPENSES	-186,784 381,422	-186,784 381,422	15,073.03	15,073.03	00.	-186,784.00 366,348.97	
PRIOR FUND BALANCE CHANGE IN FUND BALANCE REVISED FUND BALANCE	1	NET OF REVENUES/EXPENSES	ss/expenses	137,986.21 -15,073.03 122,913.18			



01/05/2022 14:43 LCaldwell	Kendall Coun	County DATE BUDGET	REPORT				<u>ρ. δη</u>	er en solution P 40 glytdbud
ACCOUNTS FOR: 1908 Fox River Bluffs Access F	RTP Gr	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
190811 Fox River Bluffs Access RTP	P Gr							
190811 40300 Transf. from FP Bnd 190811 41350 Interest Income	ы	00	00	000	000	00.	00.	%
42490 Other 42970 Grant	,	008,08-	-30,300	000	000		00.005,05-	* % % %
190811 45800 Irans from Fund 1912 190811 66500 Miscellaneous Expense	2 9 5	000	001	000	000.	000.		
1 70060 Consultants	শ্ব	00	00	000	00.	000.	000	
190811 70330 Construction 190811 70330 Construction	Ų	000	000	000	000	000.		
OTAL Fox River Bluffs	s RTP	2	0,10	00.	00.	00.	30,300.00	, 0, 0
TOTAL Fox River Bluffs Access	s RTP	0	0	00.	00	00.	0000	
TOTAL REVE TOTAL EXPE	REVENUES EXPENSES	-30,300	-30,300	000	000.	00.	-30,300.00	
PRIOR F CHANGE REVISEI	PRIOR FUND BALANCE CHANGE IN FUND BALANC REVISED FUND BALANCE	l Ed	NET OF REVENUES/EXPENSES	3/EXPENSES	30,300.00			



01/05/2022 14:43 LCaldwell	Kendall Co	Kendall County YEAR-TO-DATE BUDGET REPORT	REPORT				<u>유 하</u>	P 41 glytdbud
FOR 2022 01 ACCOUNTS FOR: 1909 FP Fox River Bluffs Crop Conv.		ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT
190911 FP Fox River Bluffs Crop Conv.	nv.							
190911 40120 Transf. from Transn S 190911 40300 Transf. from FP Bnd P 190911 41350 Interest Income 190911 42490 Other Revenue 190911 42970 Grant Award 190911 61300 Transf. to FP Bnd Prd 190911 65500 Miscellaneous Expense 190911 68530 Preserve Improvements	ରାଜା ପ୍ରାଣ୍ଡାଣ	0000000	0000000	00000000	00000000	00000000	00000000	
TOTAL FP Fox River Bluffs Crop Co	D Co	0	0	00.	00	00.	00.	. 0
TOTAL FP Fox River Bluffs Crop Co	P Co	0	0	00.	00.	00.	00.	
PRIOR F CHANGE REVISED	PRIOR FUND BALANCE CHANGE IN FUND BALANCE REVISED FUND BALANCE	1	NET OF REVENUE	REVENUES/EXPENSES	.43 .00 .43			



01/05/2022 14:43   Kendall LCaldwell   YEAR-TO-	Kendall County XEAR-TO-DATE BIDGET REPORT	H-accasa	-			Alva a	Werzen solution
0.1						<u> </u>	1y cabua
ACCOUNTS FOR: 1910 FP Land Cash	ORIGINAL APPROP	REVISED BUDGET	YID ACTUAL	MTD ACTUAL	ENCOMBRANCES	AVAILABLE BUDGET	PCT USED
191011 FP Land Cash			1				
40380 41350 42490	000	000	000	000	000	000	% % % % % %
42910 42970 61300	-124,271 0	-124,271 0	000.	000	000	-124,271.00	*
191011 66500 Miscellaneous Expense 191011 67410 Land Acquisition	329,485	0 329,485	000.	000	000	329,485.00	
TOTAL FP Land Cash	205,214	205,214	00.	00 *	00.	205,214.00	%0.
TOTAL FP Land Cash	205,214	205,214	00.	00.	00.	205,214.00	%0.
TOTAL REVENUES TOTAL EXPENSES	-124,271 329,485	-124,271 329,485	00.	000.	000.	-124,271.00 329,485.00	
PRIOR FUND BALANCE CHANGE IN FUND BALANCE REVISED FUND BALANCE	ANCE -	NET OF REVENUES/EXPENSES	s/expenses	205,214.00 .00 205,214.00			



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01/05/2022 14:43 LCaldwell YEA	Kendall County YEAR-TO-DATE BUDGET REPORT	т керокт				μ, σ	P 43 glytdbud
FOR 2022 01							
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 40020 Transf. from Forest P 191111 40320 Transf. from FP Opera 191111 42120 Insurance Claim Reimb 191111 68990 Claims	25,000	25,000	0000	00000	0000	.00.000	
TOTAL FP Liability Insurance Fund	2	25,000	00.	00.	00 *	25,000.00	. 0
TOTAL FP Liability Insurance Fund	nd 25,000	25,000	00.	00.	00	25,000.00	.0%
TOTAL EXPENSES	35,000	25,000	00.	00.	00	25,000.00	
PRIOR FUND BALANCE CHANGE IN FUND BALAN REVISED FUND BALAN	PRIOR FUND BALANCE CHANGE IN FUND BALANCE - NET OF REVENUES/EXPENSES REVISED FUND BALANCE	NET OF REVENUE	S/expenses	46,300.00 .00 46,300.00			



01/05/2022 14:43 LCaldwell YE2	Kendall County YEAR-TO-DATE BUDGET REPORT	T REPORT				•	yer ep solution P 44 glytdbud
FOR 2022 01 ACCOUNTS FOR: 1912 FP Series 2021 Bond Proceeds	ORIGINAL B APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT
191211 FP Series 2021 Bond Proceeds							
191211 41350 Interest Income 191211 43790 Bond Proceeds 191211 61370 Transf. to Fox Ryr Bl 191211 61420 Trnsf. to Fox Gapital 191211 61440 Transfer to Fund 1913	100,784	100,784	00000	00000	00000	.000.000.000100010001000100010001000100	00000
д	100,	100,784	00.	00	00.	100,784.00	
TOTAL FP Series 2021 Bond Proceed	ed 100,784	100,784	00*	00	00.	100,784.00	% O
TOTAL EXPENSES	ES 100,784	100,784	00	00	00.	100,784.00	
PRIOR FUMI CHANGE IN REVISED FI	PRIOR FUND BALANCE CHANGE IN FUND BALANCE - 1 REVISED FUND BALANCE	NET OF REVENUES/EXPENSES	ES/EXPENSES	100,918.60 .00 100,918.60			



01/05/2022 14:43   Kendall LCaldwell YEAR-TO	Kendall County YEAR-TO-DATE BUDGET	T REPORT				1 3	P 45 glytdbud
FOR 2022 01							
ACCOUNTS FOR: 1913 Pickerill-Pigott IDNR-PARC	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
191311 Pickerill-Pigott IDNR-PARC							
41350 42970 43800 61340	-200 -828,200 0	-828,200 0	0000	0000	0000	-200.00 -828,200.00	* * % % % % O O O O
	0000	0000	0000	0000	0000	0000	· · · · · ·
191311 70330 Construction 191311 70650 Professional Services	1,036,265	1,036,265 27,340	000	000	800	1,036,265.00 27,340.00	* * * *
TOTAL Pickerill-Pigott IDNR-PARC	235,205	235,205	00.	00 *	00.	235,205.00	%
TOTAL Pickerill-Pigott IDNR-PARC	235,205	235,205	00.	00 *	00.	235,205.00	%
TOTAL REVENUES TOTAL EXPENSES	-828,400 1,063,605	-828,400 1,063,605	000.	000	00.	-828,400.00 1,063,605.00	
PRIOR FUND BALANCE CHANGE IN FUND BALANC REVISED FUND BALANCE	ı ⊞	NET OF REVENUE	REVENUES/EXPENSES	1,062,109.60 1,062,109.60			



01/05/2022 14:43 Kendall County LCaldwell YEAR-TO-DATE BUDGET	nty E BUDGET	REPORT				що	P 46 glytdbud
FOR 2022 01 ACCOUNTS FOR: 1914 FP American Rescue Plan Act AP	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT
91411 FP American Rescue Plan Act							
40390 Transfer from ARPA Fu 141350 Interest Income	-100,000	-100,000	00	00	0.0	-100,000.00	0
s - Part Time s - Full Time	17,280 32,600	17,280	2,461.54	2,461.54	0000	,280.	006
63050 Employer Contr. SSI &	2,272	2,27	00	00	00	2,272.0	.0.0
Employer Cont HithDen Miscellaneous Expense	11,500 0	, 50	00	00	00	,500.0	000
68530 Preserve Improvements 70040 Supplies	36,830	36,830	000		200	36,830.00	$\circ$
. 70050 Contractual Services . 70060 Consultants	000	000	000	200	000	0000	000
191411 70330 Construction 191411 79213 Other Economic Suppor	00	00	00	000	000	000.	
TOTAL FP American Rescue Plan Act	2,976	2,976	2,461.54	2,461.54	00.	514.46	82.7%
TOTAL FP American Rescue Plan Act	2,976	2,976	2,461.54	2,461.54	00.	514.46	82.78
TOTAL REVENUES -10 TOTAL EXPENSES 10	-100,000 102,976	-100,000 102,976	.00 2,461.54	2,461.54	000	-100,000.00 100,514.46	
PRIOR FUND BALANCE CHANGE IN FUND BALANCE REVISED FUND BALANCE	, NE	T OF	REVENUES/EXPENSES	27,385.92 -2,461.54 24.924.38			

01/05/2022 14:43   Kendall LCaldwell   YEAR-TO-	Kendall County YEAR-TO-DATE BUDGET	REPORT					P 47
FOR 2022 01 ACCOUNTS FOR: 1915 FP Debt Service 2021	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
191511 FP Debt Service 2021							
41010	(	- 1					
191511 41350 Interest Income	-82,226	-82,226	00.	00.0	000	-82,226.00	%
66500	475	4 <b>4</b> 1	000	800	000	-100.00	o, c
68640	1,107	1,1	00.	00	00.	1,107.00	° %
	34,354 0	-	000	000.	000.	34,354.00	% %
TOTAL FP Debt Service 2021	-46,390	-46,390	00	00.	00.	-46,390,00	
TOTAL FP Debt Service 2021	-46,390	-46,390	00.	00.	00.	-46,390.00	, % , 0
TOTAL REVENUES TOTAL EXPENSES	-82,326 35,936	-82,326 35,936	000.	000.	000.	-82,326.00 35,936.00	
PRIOR FUND BALANCE CHANGE IN FUND BAL - REVISED FUND RALANCE	- NET	OF REVENUES/EXPENSES	XPENSES	00.			

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		9	10	3	
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P 48 glytdbud Kendall County YEAR-TO-DATE BUDGET REPORT 01/05/2022 14:43 LCaldwell

FOR 2022 01

SLE PCT	73 1473.4%
AVAILABLE BUDGET	.00 -4,190,201.73 1473.4%
ENCOMBRANCES	00 •
MTD ACTUAL	4,495,287.73
YTD ACTUAL	4,495,287.73 4,495,287.73
REVISED BUDGET	305,086
ORIGINAL APPROP	305,086
	GRAND TOTAL

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



	Dept	Budgeted -	Hours	Salary	Salary Increase	Total Salary	Total Salary	MRF 6.97%	FICA 7 65%	Modical Incitation	- Indiana	
		FY22	IProposed	Current	(Proposed)	(Proposed)	(Current)	N 100 N	0000	Medical IIIsurance	Dental Insurance	Life Insurance
VACANT - ARPA POSITION	EL-S	480	440	\$12.00	\$1.00	\$ 5,720.00	\$5,760.00		\$440.64			
Antoinette	ADMIN-GM	1950	1950	\$42,780.00		\$ 42.780.00	\$42,780,00	\$2 981 77	\$3 979 B7	844 004 04	1	
Austin	GM	1950	1950	\$34,556,00	PHO	34 556 00	\$34 FEB OD	#2 400 EE	40,642,60	CB:100;18	\$465.71	\$21.00
Jared	GM	1950	1950	\$33 OU DO	_		90.000,000	00'00'7¢	\$2,043.53	\$11,001.95	\$465.71	\$21.00
Crain	N.S.	580	480	645.00		1	933,904.00	\$2,363.11	\$2,593.66	\$11,001.95	\$465.71	\$21.00
Ouin	NS.	250	250	612.00			\$8,700.00		\$665.55			
VACANT - CLOSER			650	\$12.00	\$3.00	3,250.00						
VACANT - ARPA POSITION	GM-S	480	440	\$12.00			\$5 780 00		6440.04			
	В	672		\$12.00			\$8 064 00		\$440.04			
Jay	GM-H	1950	1950	\$57,067.90		\$ 57.067.90	\$57.067.90	£3 077 £3	44 28E ED	6		
Dond	GM-H	1950	1950	\$33.510.88	CHd	l	622 640 00	20.70.00	64,000.09	GS.1.00,116	\$465.71	\$21.00
Brandon	GMARPA	1950	1050	000000			900,010,00	17.055,74	\$2,505,58	\$11,001.95	\$465.71	\$21.00
VACANT ABBA BOSITION	0	400	0001	905,000,00		"	\$32,600.00	\$2,272.22	\$2,493.90	\$11,001.95	\$465.71	\$21.00
NOTIFICA	ON-H-NO	480	440	\$12.00	\$1.00	\$ 5,720.00	\$5,760.00		\$440.64			
Frank	GM-H	1225	1125	\$12.80	\$0.70	\$ 15,187.50	\$15,680.00	\$1.092.90	\$1.199.52			
	GM-H	300					\$3.600.00		£275.40			
	ВМ-Н	1456	1040	\$12.00	\$1.00	\$ 13,520.00	\$17,472.00	\$1.217.80	\$1336.61			
	Total Hours	17,623	16,565		*FY22 Totals	\$300,726.28	\$305,214.78	\$18,649.68	\$23,348.93	\$66,011.70	\$2,794.26	\$126.00
	Ħ	11,700	11,700	•								
	PT	5,923	4,865									

# Recommendations

1.) Motion to forward the revised part time Grounds Maintenance Closer position description to Commission for approval.
2.) Motion to forward the salary increases of Frank Koehler from \$12.80 an hour to \$13.50 an hour; Craig Johnson from \$15.00 an hour; AD \$15.00 an hour to \$13.00 an hour to \$13.00 an hour to \$17.00 an hour to \$17.00 an hour, while remaining budget neutral.
3.) Post vacant Ground Maintenance positions at a salary range of \$13.00 an hour to \$17.00 an hour, while remaining budget neutral.

### KENDALL COUNTY FOREST PRESERVE DISTRICT JOB DESCRIPTION

CLASS TITLE: Grounds Maintenance – Part Time Opener / Closer

WAGE CATEGORY: FLSA Non-Exempt

**REPORTS TO:** Grounds and Natural Resources Division Supervisor

**EFFECTIVE DATE:** January XX, 2022

#### **SUMMARY:**

This position provides support for the maintenance of grounds and natural resources at various forest preserves for the Kendall County Forest Preserve District ("the District").

#### **ESSENTIAL DUTIES AND RESPONSIBILITIES:**

- Preforms weekday closing procedures of all District preserves with varying hours based on sunset time
- Provides assistance to natural area volunteers and District contractors, including support of activities associated with a floristic quality survey of preserve areas.
- Assists with preserve maintenance activities at various forest preserves, and other forest preserve areas.
- Gathers, loads and hauls refuse and vegetation from District grounds and user areas.
- Maintains a safe and clean work environment at all times and enforces all safety rules and grounds and natural resources policies.
- Communicates District rules and regulations to the public.
- Must be available to perform duties during evenings and weekends including overtime schedule extensions.
- Participates in emergency preparedness and response activities as assigned.
- Performs other duties as directed by supervisor, the Director and/or Director's designee.
- Communicates with students, the public and Forest Preserve District staff and volunteers in a professional
  manner to carry out assigned job duties and to achieve a positive, professional and safe work environment.
- Performs other duties as assigned.

#### SUPERVISORY RESPONSIBILITIES:

No supervisory responsibilities.

#### **QUALIFICATIONS:**

To perform this job successfully, an individual must be able to perform all essential duties satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required for the position.

#### A. EDUCATION and/or EXPERIENCE:

- High school diploma or general education degree (GED).
- Requires knowledge of office practices, principles of modern record keeping, and setup and maintaining filing systems.

#### B. LANGUAGE SKILLS:

- Ability to read and interpret documents such as governmental regulations, legal documents, operating instructions, and procedure manuals.
- Ability to write routine reports and correspondence.
- Ability to speak effectively with the public and employees of the organization.
- Requires good knowledge of the English language, spelling and grammar.

#### C. MATHEMATICAL SKILLS:

 Ability to add, subtract, multiply and divide in all units of measure, using whole numbers, common fractions, and decimals.

#### D. REASONING ABILITY:

- Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form.
- Ability to deal with problems involving several concrete variables in standardized situations,

#### E. CERTFICATES, LICENSES, REGISTRATIONS:

- A valid Illinois Drivers License and any other licenses/certifications necessary to operate District vehicles and equipment.
- A valid Illinois Pesticide Operators License or, in the alternative, obtain a valid Illinois Pesticide Operators License within the first thirty (30) days of employment.
- All other training, certificates and registrations required for the specific duties performed.

#### PHYSICAL DEMANDS:

- Employee must frequently stand and bend.
- Employee must frequently be able to walk to other offices in the building.
- Employee must frequently lift and/or move up to 75 pounds.
- Employee must be able to use hands to finger, handle or feel.
- Employee must be able to reach, push and pull with hands and arms.
- Employee must be able to talk and hear in person and via use of telephone.
- Specific vision abilities required by this job include close vision, depth perception and distance vision.

#### WORK ENVIRONMENT:

- The noise level in the work environment is usually moderately quiet, and frequently loud when operating grounds maintenance equipment.
- Employee must be able to perform all assigned job duties during normal business hours and after normal business hours, as required for programming events. This includes some evenings and weekends.
- Employee will be required to work in both indoor and outdoor work areas and may be subjected to all weather elements.
- Employee may be required to provide own transportation to travel to and from meetings, training, conferences, and the various District preserves and locations.

By signing my name below, I hereby affirm that I received a o	copy of this job description.
Employee Signature	Date
The above information is not intended to be all-inclusive and	can be expanded or modified as necessary.

Kendall County Forest Preserve District

# KENDALL COUNTY FOREST PRESERVE DISTRICT EMPLOYEE HANDBOOK

Draft: January 5, 2022



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	8.6.	Completed by Employee rovided to the Executive Director)	
Receipt and Employee H	_	The KCFPD Board of Commissioner's Office	92
Receipt of Policy Against Unlawful Discrimination,  July Marassment and Sexual Misconduct			

### CHAPTER 9 TECHNOLOGY AND RECORD RETENTION POLICIES

#### Section 9.1 COMPUTER, INTERNET AND NETWORK USAGE

This policy applies to all KCFPD employees, interns and volunteers. This policy supersedes any and all other policies regarding or relating to information technology resources. Logging onto the KCFPD's computers, electronic devices and/or network or using any other Technology device constitutes agreement with this policy.

#### A. DEFINITIONS

- **1. Users:** The term *users* refer to all employees, independent contractors, consultants, temporary workers, and other persons or entities who use KCFPD Information Technology resources.
- 2. Information Technology Resources: The term information technology (IT) resources refers to the entire computer network used at the KCFPD. Specifically, IT resources includes, but is not limited to: individual workstations, file servers, communication servers, application servers, mail servers, fax servers, Web servers, electronic computer equipment, laptops, software, internet access, email accounts, data files and network cables, whether connected to the network or not, and any other electronic devices provided by the KCFPD including, but not limited to, cell phones, iPads and/or laptops, and the information that is stored, processed and/or transmitted from, to or through that equipment.

#### B. GUIDELINES

1. For Authorized Uses Only: The KCFPD's IT resources are assets of the KCFPD to be used for authorized business. IT resources must be protected from accidental or unauthorized access, use, disclosure, modification, or destruction by employees, contractors, or any individual. Each user is authorized to access only information which is required to do his/her job. Unauthorized access to information is strictly prohibited. All users must safeguard KCFPD information and treat electronic documents/communications with the same level of care, both in production and storage, as is accorded documents and communications that are in print form. Access to IT resources will be immediately deactivated when an employee terminates employment or rights are withdrawn for any other reason. Any public records sent, received and/or stored on the KCFPD's IT resources shall remain the sole property of the KCFPD.

#### 2. Prohibited Activities:

- a. Inappropriate or unlawful material. Material that is fraudulent, sexually explicit, profane, obscene, defamatory; that is intended to harass, embarrass or intimidate; or that is unlawful or otherwise determined by the KCFPD to be inappropriate shall not be sent by e-mail or other form of electronic communication (such as bulletin board systems, news groups, chat groups) or displayed on or stored in the IT resources. Users encountering or receiving this kind of material should immediately report the incident to the department manager or the Executive Director.
- b. *Misuse of software*. All software must be approved in writing by the Technology Director prior to installation on any IT resources, workstations or servers. Users may not do any of the following:

Copy software for use on their home computers;

Provide copies of software to any independent contractors or to any firm or individual, unless specifically authorized through an official KCFPD contract or agreement;

Install software on any of the IT resources, workstations or servers; Download any software from the Internet or other online service to any of the IT resources, workstations or servers;

Modify, revise, transform, recast, or adapt any software; or Reverse-engineer, disassemble, or decompile any software.

Users who become aware of any misuse of software or violation of copyright law should immediately report the incident in writing to the department manager or the Executive Director.

- c. Other prohibited uses. Without prior written permission from the Technology Director, KCFPD computer resources may not be used for dissemination or storage of personal advertisements, solicitations, promotions, destructive programs (i.e., viruses or self-replicating code), or any other unauthorized use.
- d. Communication of confidential information. Sending, transmitting or otherwise disseminating without authorization KCFPD data or other information identified as confidential is strictly prohibited.

#### 3. Passwords:

 Responsibility for passwords. Users are responsible for safeguarding their passwords for access to the computer system and other IT resources. Individual passwords should not be printed,

- stored online, or given to others. Users are responsible for all transactions made using their passwords.
- b. Passwords do not imply privacy. Use of passwords to gain access to the KCFPD's computer system or to encode particular files or messages does not imply that users have an expectation of privacy in the material they create or receive on the computer system or other IT resource.
- c. Password management. Passwords should have a minimum length of six (6) characters. These measures will require that all system users use unique and confidential passwords before using workstations on the network. Passwords shall be changed on a regularly scheduled basis, approximately every 90 days.

#### 4. Security:

- a. Accessing other computers and networks. A user's ability to connect to other computer systems through the network does not imply a right to connect to those systems or to make use of those systems unless specifically authorized by the operators of those systems.
- b. Computer Security. Each user is responsible for ensuring that use of outside computers and networks, such as the Internet, does not compromise the security of the IT resources. This duty includes taking reasonable precautions to prevent intruders from accessing the computer network without authorization and preventing introduction and spread of viruses.

#### 5. Viruses:

- a. Virus detection. Viruses can cause substantial damage to IT resources. Each user is responsible for taking reasonable precautions to ensure he/she does not introduce viruses into the IT resources. To that end, all material received magnetic or optical medium and all material downloaded from the Internet or from computers or networks that do not belong to the KCFPD must be scanned for viruses and other destructive programs before being placed onto the computer system. Users should understand that home computers and laptops might contain viruses. All data transferred from these computers to the network must be scanned for viruses.
- b. Accessing the Internet. To ensure security and avoid the spread of viruses, users accessing the Internet through a computer attached to the network must do so through an approved firewall.

#### 6. Miscellaneous:

- a. Confidential Information. When sending confidential information to shared devices (e.g., printers, facsimile machines, etc.) users must exercise reasonable judgment to maintain confidentiality at the destination.
- b. Compliance with Applicable Laws and Licenses. In their use of computer resources, users must comply with all software licenses; copyrights; and all other state, federal and international laws governing intellectual property and online activities.
- c. Other Policies Applicable. In their use of computer resources, users must observe and comply with all other KCFPD policies and guidelines.

#### C. NO EXPECTATION OF PRIVACY:

IT resources are provided to users to assist them in the performance of their jobs. The KCFPD Board of Commissioners reserves the right to, among other actions, access, audit, block, delete, disclose, intercept, monitor, publish, recover, restrict, restore, review, screen, or trace any information at any time without notice. Use of IT resources will be audited and monitored. It is each user's responsibility to understand and comply with this policy. Noncompliance with this policy may be cause for disciplinary action as well as monetary charges being assessed where appropriate. If it is determined that an employee has misused IT resources, the employee will be subject to appropriate disciplinary action for misuse of the IT resources, up to and including discharge.

THE COMPUTERS AND COMPUTER ACCOUNTS ARE GIVEN TO USERS TO ASSIST THEM IN PERFORMANCE OF THEIR JOBS. USERS DO NOT HAVE AN EXPECTATION OF PRIVACY IN ANYTHING THEY CREATE, STORE, SEND, OR RECEIVE ON ANY TECHNOLOGY RESOURCE. THE IT RESOURCES AND ALL OF THE ELECTRONIC DATA CONTAINED THEREIN BELONGS TO THE KCFPD AND MAY BE USED ONLY FOR JOB-RELATED PURPOSES.

USERS EXPRESSLY WAIVE ANY RIGHT OF PRIVACY OR EXPECTATION OF PRIVACY IN ANYTHING THEY CREATE, STORE, SEND, OR RECEIVE ON THE IT RESOURCES OR THROUGH THE INTERNET, E-MAIL OR ANY OTHER COMPUTER NETWORK. USERS CONSENT TO ALLOWING PERSONNEL SELECTED AT THE SOLE DISCRETION OF THE KENDALL COUNTY KCFPD BOARD OF COMMISSIONERS TO ACCESS AND REVIEW MATERIALS USERS CREATE, STORE, SEND, OR RECEIVE ON THE IT RESOURCES OR THROUGH THE INTERNET, E-MAIL OR ANY OTHER COMPUTER NETWORK. USERS UNDERSTAND THAT THE KCFPD MAY USE HUMAN OR AUTOMATED MEANS TO MONITOR USE OF ITS IT RESOURCES.

### D. JOURNAL COPY EMAIL ARCHIVE MANAGEMENT, RETENTION AND DISPOSAL

- 1. Retention and Disposal Requirements: A duplicate copy of all emails sent and received via the KCFPD's email server will be stored on the journal copy email archive (hereinafter referred to as "archived emails"). All emails that are stored on the journal copy email archive remain the sole property of the KCFPD. The archived emails are convenience copies, which are not subject to the record retention requirements of the Illinois Local Records Act. Archived emails shall be retained in their electronic form in the archived emails for a period of at least seven (7) years from the date any email is sent or received. The seven (7) year retention period requirement set forth in this policy may be modified or waived upon entry of a court order or pursuant to applicable state or federal law. Upon the completion of the required retention period, the Kendall County Technology Services Department, on behalf of the KCFPD, shall permanently delete or purge the archived emails from the journal copy email archive. Because the archived emails are convenience copies, which are not subject to the Illinois Local Records Act, the Illinois Local Records Commission's prior approval for disposal of the archived emails is not necessary.
- 2. **Preservation Notice:** The KCFPD acknowledges there may be situations that arise that require the KCFPD, by and through the Kendall County Technology Services Department, to retain certain archived emails beyond the required retention period set forth above (e.g., pending litigation and/or a pending law enforcement investigation). The KCFPD Executive Director will notify the Kendall County Technology Services Department when certain archived emails must be preserved beyond the required seven (7) year retention period. The department manager or Executive Director shall provide such notice in writing to the Kendall County Technology Services Department on a Preservation Notice Form. Upon receipt of the Preservation Notice Form, the Kendall County Technology Services Department shall take all steps reasonably necessary to preserve and retain the applicable archived emails. The Kendall County Technology Services Department shall then preserve and retain the archived emails until the department manager or Executive Director confirms, in writing, that the preservation hold is concluded and the archived emails may be destroyed.

- 3. Access to Archived Emails: While the archived emails are retained in the journal copy email archive, the Kendall County Technology Services Department may provide access to archived emails only as follows:
  - a. Access may be provided to the individual employee who sent or received the archived email, provided the individual has submitted their request in writing to the Technology Services Department.
  - b. Access may be provided to a department manager or Executive Director for archived emails sent or received by KCFPD employees, supervised by the department manager. The department manager requesting access to a subordinate employee's archived emails must make a written request to the Kendall County Technology Services Department by completing the "Technology Services Internal Request for Archived Email" form.
  - e. Access may be provided to the KCFPD Board President or their designee for archived emails sent or received by a KCFPD employee.
  - d. To the extent permitted by law, access may be provided to any third party pursuant to a validly issued subpoena and/or court order.

#### E. ADMINISTRATIVE RESPONSIBILITIES

The Executive Director and department managers are responsible for compliance by their employees, including, but not limited to the following:

- 1. Ensuring that all users have access only to data needed to perform their job responsibilities;
- 2. Ensuring that all users understand their obligation to protect technology resources implementing required security practices;
- 3. Reporting noncompliance; and
- 4. Initiating corrective action.

#### F. TECHNOLOGY SERVICES RESPONSIBILITIES

Computer files may be accessed to verify compliance with KCFPD policies. On suspicion that a security breach has occurred, the findings are to be reported to the Executive Director and the Technology Director to determine if the breach is significant enough to warrant further investigation.

Kendall County's Technology Services staff assists the KCFPD in maintaining the integrity of the information environment. Although Technology Services staff may be

provided, at times, access to a user's computer or private domain to provide support, they must not use that privilege for any other purpose. Any support person who uses his/her privileges for purposes other than support, divulges confidential information gained from such support, or fails to comply with the principles set forth in this security policy should be reported immediately to the Executive Director. Compliance with this policy will be monitored by the Executive Director. Violations will be reported in a discreet and professional manner when it appears the user has intentionally violated this policy or any other related policy. The incidents will be fully documented and investigated.

A back-up of users and shared directories will be performed on a regular basis with all directories located on shared file servers, not individual drives, backed up on an appropriate schedule.

Controls must be in place to confirm that obligations under software license agreements are being met for all software on workstations and network servers.

#### G. USER RESPONSIBILITIES

All KCFPD employees are responsible for compliance with the following requirements:

- Restricted access to IT resources: Access to IT resources must be protected by unique user accounts restricted by password or other controls. Passwords shall be confidential and protected by individual users to prevent unauthorized use and release of information.
- **Dissemination of Data:** Dissemination of confidential data acquired when performing job responsibilities, in any form (printed, electronically, verbal, etc.) is strictly forbidden unless prior written permission has been granted, and such dissemination is not in conflict with any other KCFPD policy.
- 3. Computer Software: All software and data files developed on KCFPD and/or County owned or controlled IT resources are for official business. Employees must adhere to all terms and conditions for licensing agreements governing distribution and use of software. Violation of software license agreements and copyright laws may subject the offender to criminal prosecution and civil damages. No software will be run on KCFPD computers or any other IT resource that has not been reviewed and approved by the Technology Services. This review process ensures that the software is compatible (if required) with other existing software and is free from any computer viruses. This includes software available commercially or circulated public domain software.
- 4. Backup Responsibilities: Any user who uses systems not on the network or proprietary computer systems is responsible for backing up data and software of those systems. Users who store files on the Local Area Network (LAN) drives are protected due to a nightly LAN backup. If, however, an

- employee stores user files on the hard drive (C) or on the desktop, the employee is responsible for the file backup.
- **Responsible Care:** All users shall maintain a clean work area and guard against potential damage to hardware or destruction of data through spillage, carelessness, etc. All equipment relocation shall be coordinated in advance Technology Services and performed by Technology Services. A user must return any IT resource, which is in his/her possession prior to leaving employment.
- employees meet the requirements of their job (i.e., those who need information from a reliable Internet source to perform research duties or interface with organizations that use the Internet for conducting business with the KCFPD). Users must refrain from requesting information which is inappropriate in the workplace. Examples of inappropriate use of resources include, but are not limited to, any traffic that violates state and/or federal laws, the distribution of non-business related advertising, and propagation of computer worms and/or viruses, distribution of chain letters, attempts to make unauthorized entry into another network. Technology Services provides level of internet access that is assigned to employees by the KCFPD. Internet use is monitored and reported to supervisors, if requested.
- 7. **Electronic Mail:** Employees are to use the KCFPD's e-mail system primarily for KCFPD business communications and are responsible to guard against e-mail abuse. Examples of abuse are chain letters, selling or purchasing of personal items.
- **8. Accountability:** Anyone observing what appears to be a breach of security where KCFPD information could be compromised, modified, stolen, lost or destroyed must report the incident to the employee's immediate supervisor and the Executive Director.
- 9. Computer Hardware: No hardware will be added to the KCFPD computers or network that has not been reviewed and approved by Technology Services. This review process ensures that the hardware is compatible with existing hardware standards. The purchaser will assume ongoing maintenance and support responsibility for peripheral devices (printers, scanners, phones with email functions, etc.) purchased without prior written approval from Technology Services. The purchaser will also be responsible for purchasing any consumables that this equipment requires.

#### Section 9.2 SECURITY OF PORTABLE DATA STORAGE DEVICES

The KCFPD requires that employees who have been issued laptop or tablet computers, cell phones and other information storage devices (hereinafter collectively referred to as "portable data storage devices") take certain precautions to prevent theft or data breach. All public records maintained on KCFPD portable storage devices remain the sole property of the KCFPD. All portable data storage devices are to be used primarily for KCFPD business.

With all portable data storage devices such as laptop or tablet computers, cell phones or other information storage devices, the employer requires that:

- a. Strong passwords are used to secure information on the device;
- b. No unauthorized persons are allowed access to the information storage device;
- c. Usernames or passwords are not shared with any person, with the exception of authorized employees;
- d. Only authorized hardware, software or information security programs are installed on the device with authorization and approval from management;
- e. Care is taken to ensure the device is properly locked and secured when it is not in the immediate possession of the employee; and
- f. In the event that a device is lost or stolen, or in the event that information security has been breached, employees are to advise their supervisor immediately.

USERS DO NOT HAVE AN EXPECTATION OF PRIVACY IN ANYTHING THEY CREATE, STORE, SEND, OR RECEIVE ON ANY PORTABLE DATA STORAGE DEVICE. THE PORTABLE DATA STORAGE DEVICE AND ALL OF THE ELECTRONIC DATA CONTAINED THEREIN BELONGS TO THE KCFPD. USERS EXPRESSLY WAIVE ANY RIGHT OF PRIVACY OR EXPECTATION OF PRIVACY IN ANYTHING THEY CREATE, STORE, SEND, OR RECEIVE ON THE PORTABLE DATA STORAGE DEVICE. USERS CONSENT TO ALLOWING PERSONNEL SELECTED AT THE SOLE DISCRETION OF THE EXECUTIVE DIRECTOR TO ACCESS AND REVIEW MATERIALS USERS CREATE, STORE, SEND, OR RECEIVE ON THE PORTABLE DATA STORAGE DEVICE. USERS UNDERSTAND THAT THE KCFPD MAY USE HUMAN OR AUTOMATED MEANS TO MONITOR USE OF ITS PORTABLE DATA STORAGE DEVICES.

#### Section 9.3 SOCIAL MEDIA POLICY AND GUIDELINES

This is the official policy for social media use at the KCFPD and provides guidance for employees on their professional and personal use of social media. All employees are

responsible for knowing and understanding the policy.

#### A. PROFESSIONAL USE OF SOCIAL MEDIA

From time to time, the KCFPD may utilize various social media platforms (e.g., Facebook). Before engaging in any social media platform as a representative of the KCFPD, you must be authorized to post/comment as a representative of the KCFPD on the KCFPD's social media platforms by the Executive Director. You may not post/comment on any KCFPD social media platform as a representative of the KCFPD unless you have been authorized in writing to do so by the Executive Director.

Once authorized to comment, you must:

- Disclose you are an employee of the KCFPD by using the District's page identities.
- Disclose and comment only on non-confidential information. If you have a
  question as to whether something is confidential, do not disclose or
  comment on it without discussing the matter with the Executive Director.
- Ensure that all content published is accurate and not misleading and complies with all of the KCFPD's policies.
- Comment only on your area of expertise and authority.
- Ensure comments are respectful and refrain from posting or responding to material that is offensive, obscene, defamatory, threatening, harassing, bullying, and discriminatory, infringes copyright, breaches a court order, or is otherwise unlawful.
- Refrain from making comments or posting material that might otherwise cause damage to the KCFPD's reputation or bring it into disrepute.

#### B. PERSONAL USE OF SOCIAL MEDIA

The KCFPD recognizes that you may wish to use social media in your own personal life. This policy does not intend to discourage or unduly limit your personal expression or online activities. However, you should recognize the potential for damage caused (either directly or indirectly) to the KCFPD in certain circumstances via your personal use of social media when you can be identified as an employee of the KCFPD. Accordingly, you should comply with this policy to ensure that risk of such damage is minimized. You are personally responsible for the content you publish in a personal capacity on any form of social media platform. Remember that all posts are public and often permanent. When in doubt, you should seek guidance from your immediate supervisor, and/or the Executive Director on how to comply with this policy. The Executive Director and KCFPD Board of Commissioners reserves the right to read what you write or say publicly and make a determination if it meets this policy.

Represent yourself accurately. Unless the Executive Director has designated in writing that you are to speak officially for the KCFPD, you should not state that you write or speak on behalf of the KCFPD or that your viewpoints are the same as the KCFPD's viewpoints,

and you should make this clear to those reading or listening to your points of view. Also, do not disclose private or confidential information about the KCFPD's operations, employees, or about citizens that you obtained through your employment with the KCFPD.

Even when using social media on a personal basis, employees may be disciplined for posting material that is, or might be construed as, vulgar, obscene, threatening, intimidating, harassing, or a violation of the KCFPD's workplace policies against discrimination, harassment on account of age, race, religion, sex, sexual orientation, ethnicity, nationality, disability, or other protected class, status, or characteristic.

If you chose to identify your work affiliation on a social network, you should regard all communication on that network as you would in a professional network. Ensure your profile, photographs and related content is consistent with how you wish to present yourself with colleagues and the public.

Employees who access social media during work hours or on KCFPD owned equipment for personal or professional reasons should still comply with the KCFPD's computer usage policy. There is no right to privacy on KCFPD owned equipment.

The KCFPD may discipline employees for making a comment or posting any material that might otherwise cause damage to the KCFPD's reputation or bring it into disrepute. When the employee's comment is made as a citizen and not as an employee and is made on a matter of public concern, the Kendall County KCFPD Board of Commissioners may discipline the employee in situations where the interests of the KCFPD in promoting efficient operations outweighs the interests of the employee in commenting on such matters of public concern.

Nothing in this policy shall be interpreted in a manner that unlawfully prohibits the right of employees to engage in protected concerted activity under the Illinois Public Labor Relations Act. The KCFPD has and always will comply fully with the obligations under the Illinois Public Labor Relations Act. Likewise, nothing in this policy shall be interpreted in a manner that unlawfully restricts an employee's rights under the federal or state Constitution. The KCFPD has and always will comply with federal and state law.

A violation of this policy may subject an employee to discipline, up to and including termination.

#### Section 9.4 <u>RECORD RETENTION POLICY</u>

The Illinois Local Records Act (50 ILCS 205/1 *et seq.*) establishes requirements for the retention and disposal of public records. Therefore, the purpose of this policy is twofold: (1) to establish a records retention policy to control the retention and disposal of public records in accordance with the Illinois Local Records Act; and (2) to set forth guidelines

for retaining public records that may be disposed of but, in the best interests of the KCFPD, should be retained longer due to special circumstances.

#### A. WHAT IS A PUBLIC RECORD?

The Illinois Local Records Act defines a public record as:

any book, paper, map, photograph, born-digital electronic material, digitized electronic material, electronic material with a combination of digitized and born-digital material, or other official documentary material, regardless of physical form or characteristics, made, produced, executed or received by any agency or officer pursuant to law or in connection with the transaction of public business and preserved or appropriate for preservation by such agency or officer, or any successor thereof, as evidence of the organization, function, policies, decisions, procedures, or other activities thereof, or because of the informational data contained therein.

50 ILCS 205/3. Pursuant to the Local Records Act, the following are <u>not</u> public records: library or museum materials made or acquired and preserved only for convenience of reference; and stocks of publications and of processed documents. *Id.* Whether an electronic record (e.g., an email message or voicemail message) is a public record depends upon the continent of the electronic record.

Even if the public record contains confidential information and/or is otherwise exempt from production under the Illinois Freedom of Information Act ("FOIA"), the public record shall still be retained for purposes of the Local Records Act and this policy.

#### B. RETENTION OF PUBLIC RECORDS

All public records must be retained by the KCFPD pending an audit and retention schedule approved by the Illinois Local Records Commission. All non-covered records (i.e., records that are <u>not</u> public records as defined by the Local Records Act) may be deleted as soon as they have fulfilled their purpose, except as described below.

### C. SPECIAL CONSIDERATIONS FOR THE RETENTION OF PUBLIC AND NON-PUBLIC RECORDS

Before disposing of any public records and/or non-covered records, employees should confirm that none of the following special circumstances exist such that continued retention of the record is necessary (even if the minimum retention period has expired for the public record):

#### 1. Litigation Hold

If an employee of the KCFPD receives notice of actual litigation or an imminent and probable likelihood of litigation involving the KCFPD, the employee shall immediately notify (in writing, if possible) the employee's immediate supervisor and the Executive Director. Once the KCFPD receives notice of actual litigation or an imminent and probable likelihood of litigation, the KCFPD shall take all reasonable steps necessary to preserve relevant records relating to the subject matter of the actual and/or probable litigation.

#### 2. The Records Retain Value Beyond the Retention Period

If a record retains administrative, fiscal, legal/evidentiary, and/or historical value, the record should be retained until such value no longer exists. For example, if a record is necessary to comply with local, state and/or federal audit requirements, the record should be retained until all audit requirements have been met, even if the record retention period has expired for the record or if the record is not a public record required to be retained pursuant to the Local Records Act.

## ACKNOWLEDGMENT OF RECEIPT AND UNDERSTANDING OF THE KENDALL COUNTY FOREST PRESERVE DISTRICT EMPLOYEE HANDBOOK (effective November \_\_\_, 2021)

I have read, reviewed, and understand the regulations and policies stated in the Kendall County Forest Preserve District Employee Handbook (effective November \_\_\_\_, 2021). I will comply with the policies contained in this Employee Handbook.

By signing my name below, I hereby affirm my understanding that neither this Employee Handbook nor any of the individual policies contained in it is a contract for employment and that I am an at-will employee, which means that my employment may be terminated at any time without cause or notice by either the Kendall County KCFPD Board of Commissioners or me.

Printed Name: _		
Signature:	 	
Date:		

## ACKNOWLEDGMENT OF RECEIPT AND UNDERSTANDING OF POLICY AGAINST UNLAWFUL DISCRIMINATION, UNLAWFUL HARASSMENT AND SEXUAL MISCONDUCT

I have read and I understand the Policy against Unlawful Discrimination, Unlawful Harassment and Sexual Misconduct. I understand that if I ever have any questions or concerns I can speak to my supervisor or the Executive Director. I have signed and dated this acknowledgment to confirm my receipt and understanding of the policy.

Please respond to the following questions, circle	approp	riate ans	swer and initial:
Have you read, and do you understand this policy?	Yes	No	Initials:
Do you have any questions about this policy?	Yes	No	Initials:
Do you know how to file a complaint should you discrimination, unlawful harassment, or sexual misc behaviors at work?		•	
	Yes	No	Initials:
Are you aware of any behaviors going on either in our that may impact the workplace and that are inconsist			
If you answered yes to this question, please explain:			Initials:
(Please attach additional sheets if necessary.)			
Employee Signature:		Date:	
Print name:	7		
I certify that the above person has received the Poli Unlawful Harassment and Sexual Misconduct and tha him/her.			-
Supervisor Signature:		Date:_	
Print name:			

# KENDALL COUNTY FOREST PRESERVE DISTRICT FACILITY RENTAL TERMS AND CONDITIONS

This License is made on the day listed on the first page of the Rental Contract ("Date of Execution"), between the Kendall County Forest Preserve, a Body Corporate and Politic, 110 West Madison Street, Yorkville, Illinois, 60560, ("Forest Preserve"), and Permitee ("Licensee"), collectively referred to as the "Parties."

In consideration of the grants, covenants, and conditions of this License, IT IS HEREBY AGREED AS FOLLOWS:

# 1. Nature of Agreement:

The Forest Preserve agrees to grant a license to Licensee for the Licensee to utilize the facility on the date and times specified on Page 1 of the Rental Contract, subject to the terms and conditions set forth in this License.

# 2. Fee and Security Deposit:

#### **Ellis House:**

A security deposit shall be made prior to, or shall accompany the return of the signed contract to the Forest Preserve. For wedding events, the security deposit is \$1,000.00. For all other events, security deposit is 50% of the rental fee. Security deposit shall be cash, credit card (2.5% processing fee) or check made payable to the Kendall County Forest Preserve District.

The total event license fee (separate and apart from the security deposit) is dependent on the type of facility reserved and the length of time facility is reserved. Payment of fifty percent (50%) of the event license fee is due six (6) months prior to the Event Date, or at the time of booking if less than (6) months prior to the vent date, with the remaining balance due thirty (30) days prior to the event. Requests for a change to the Event date made earlier than six (6) months prior to the original event date may be accommodated based on venue availability without penalty. If the Licensee cancels the event following the date that the Forest Preserve and Licensee enter into this License, and inclusive of the timeframe beginning on the date both parties enter this License and extending up to six (6) months prior to the Event Date, the Forest Preserve will retain one hundred percent (100%) of the Licensee security deposit. In cases where the Licensee's cancellation notice is received less than six (6) months prior to the Event Date, the Forest Preserve will retain the entire security deposit, plus fifty percent (50%) of the event license fee. The Security Deposit will be refunded within thirty (30) business days following the event provided the Forest Preserve does not need to address property damage, excessive cleaning, or any outstanding balance due.

#### 3. Cancellation:

It is understood by the Licensee that this License and/or the event may be cancelled at any time, for any reason, by the Forest Preserve, to the extent permitted by law, without any liability to the Licensee. In the event the License and/or the event are cancelled by the Forest Preserve for

any reason, all fees paid by the Licensee shall be refunded. If the License and/or event are cancelled by the Licensee, no refund shall be issued unless the cancellation is made in accordance with the timeline set forth in Paragraph 2 above.

# 4. Evidence of Insurance:

Licensee is responsible for producing a Certificate of Insurance and/or purchasing Special Event Insurance for certain types of events listed below.

A Certificate of Insurance listing the District as a Certificate Holder will be submitted to the District no less than ten (10) days prior to the event. Certificate Holder information will include the following: Kendall County Forest Preserve District 110 W. Madison Street Yorkville, Illinois 60560

A Certificate of Insurance evidencing coverage, or a Special Event Insurance Policy is required for the following types of events:

- 1. Large Events with Greater than 100 participants.
- 2. Events where alcohol will be served by a licensed catering firm or bartending service.
- 3. Events where erection of large tents (10'x12' or more) or inflatable "bounce houses" has been authorized.
- 4. Sporting or athletic events, competitions, and/or fundraisers (Example: 5K Run/Walks)
- 5. All corporate-sponsored events.

#### 5. **Limited License:**

This License grants only a contractual license to use the Facility for the sole purpose of the event described on Page 1 of the Rental Contract, under the terms and conditions stated herein, and for no other purpose. Further, the rights granted by the Forest Preserve 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 License shall be construed to convey to Licensee any legal or equitable interest in any Forest Preserve property. It is understood that other areas of the premises and adjacent properties may be licensed to other persons or used by the general public during any of the periods covered by this License. However, the Forest Preserve will not authorize or permit any other licensee to engage in activities that would interfere with Licensee's enjoyment of the right granted under this License.

#### 6. Caterers:

Companies on the Forest Preserve's list of approved Caterers have received an annual permit to cater events at Kendall County Forest Preserve District Facilities. Catering businesses not enrolled in the Forest Preserve's Preferred Catering Program may be used if they apply for, and meet the requirements of the Forest Preserve's Preferred Caterer's Program. The Forest Preserve reserves the right to approve or deny any catering business not listed in this License in accordance with the Preferred Catering Program requirements.

# 7. Set-up/Clean-up:

The Licensee is responsible for the set-up, take down, and clean-up of the areas which they use during their Event Date(s), unless otherwise paid for as indicated in Page 1 of the Rental Contract. After the event, Licensee must leave area clean by placing all garbage in the trash and recyclable receptacles and returning tables/chairs to their original positions. Tables inside enclosed buildings may not be moved outside unless specific permission is granted by the District.

Set up, take down and clean up time is included in the requested contract time period noted on Page 1 of the Rental Contract. Should the Licensee require more time to complete cleanup activities following the event, any additional time required will be deducted from the security deposit in thirty (30) and sixty (60) minute increments in accordance with the hourly use schedule for that facility.

# 8. "As is" Property:

The Licensee has inspected the Facility prior to signing this License and accepts the condition of the Facility "as is."

#### 9. Hazardous Materials:

Licensee shall not bring any hazardous, radioactive, toxic, or carcinogenic material, substance, pollutant, or contaminant onto any Forest Preserve property.

# 10. Pyrotechnics:

Set off, or attempt to set off or ignite any firecrackers, fireworks, smoke bombs, rockets, black powder guns or other pyrotechnics is strictly prohibited as written in the Forest Preserve's General Use Ordinance.

## 11. Horses:

Horses are permitted only on designated trails within Forest Preserve property.

#### 12. Alcohol Policy:

Alcoholic beverages are prohibited on Forest Preserve property with the exception of Ellis House and Meadowhawk Lodge and only in accordance with the Forest Preserve's General Use Regulation Ordinance. Alcoholic beverages may be served at Ellis House and Meadowhawk Lodge only by (a) a caterer enrolled in the Forest Preserve's Preferred Caterer's Program and which possesses a current Class I license in accordance with the Kendall County Liquor Control Ordinance; (b) a not-for-profit corporation or organization that possesses a current Class G or Class J license in accordance with the Kendall County Liquor Control Ordinance; (c) a bartending service business, pre-approved by the Forest Preserve, serving, but not selling, alcoholic beverages and employing BASSET (Beverage and Alcohol Sellers and Servers Education Training) certified alcohol servers in accordance with 235 ILCS 5/6-27.1; or (d) a charitable organization hosting an event wherein alcohol is served, but not sold, by volunteers of the organization. Alcoholic beverages may be consumed only within 250 feet of Ellis House and Meadowhawk Lodge.

# 13. Smoking Policy:

Smoking inside Forest Preserve buildings is strictly prohibited. Smoking on the grounds is permitted in designated areas only.

#### 14. Food Service:

Food service must comply with all requirements and regulations of the Illinois Department of Health and/or other governmental bodies having control over such vending operations, including the Kendall County Health and Human Services Department. The vendor shall possess all food and beverage dispensing licenses, taxes, and permits that are required by law.

#### 15. Fires:

Fires are allowed only in designated fireplaces and fire rings. It is prohibited to bring in or collect firewood from Forest Preserve property. Firewood must be purchased from the Forest Preserve.

## 16. Parking:

Motor vehicles and bicycles are restricted to roadways and designated parking areas only. Parking on the grass is prohibited.

#### 17. **Pets:**

Dogs are welcome, but must be held on a leash no longer than 10 feet at all times for their safety, that of other visitors, and wildlife. Pets are not allowed in any buildings, except for service animals. Please clean-up after your animal.

# 18. Hunting and Fishing:

Hunting, collecting or damaging plants, animals or fungus is prohibited. Fishing is permitted on Forest Preserve property in accordance with Illinois Department of Natural Resources regulations. Limits are posted. Worms and wax worms are the only live bait allowed. Collecting bait from the preserves is prohibited. Contact Silver Springs State Park at (630) 553-6297 for information on State fishing regulations or visit the IDNR website at <a href="www.dnr.illinois.gov">www.dnr.illinois.gov</a>. Swimming, boating, ice fishing and ice skating are not allowed.

#### 19. Decorations:

Nails, tacks, staples and tape are not allowed to secure items to any part of a Forest Preserve building. Confetti, rice, and open flamed candles are also prohibited inside Forest Preserve buildings.

## 20. Inflatables and Tents:

Inflatables and tents are prohibited unless using Shelter 1 at Harris Forest Preserve. One playhouse not to exceed 15 feet in height may be placed on the west side of the shelter. Tents up to 20x40x15 may be allowed with advance notice only.

# 21. Duty of Care:

The Licensee agrees to take care of the Facility and not to damage, alter, or change the Facility.

# 22. Damages:

Licensee is responsible for the conduct of their guests. Damage to, or theft of Forest Preserve property caused by the Licensee's group shall be Licensee's responsibility and may be billed to, or deducted from the security deposit of the Licensee. The Forest Preserve will not assume any responsibility for the damage or loss of merchandise, personal articles, or any property of any nature left at the location prior to, during, or following the Event.

# 23. Limitation on Liability:

The Forest Preserve's liability to Licensee shall be limited to a return of the amounts actually paid by Licensee. Licensee hereby waives any and all rights to indirect or consequential damages relating to the use or non-use of Forest Preserve property.

# 24. Right of Entry:

The Forest Preserve reserves the right to enter the Facility for any and all lawful purposes arising from the ownership of the Facility.

#### 25. Indemnification:

Licensee shall indemnify, hold harmless and defend with counsel of Forest Preserve's own choosing, Forest Preserve, its past, present and future elected officials, department heads, employees, insurers, and agents (hereinafter collectively referred to as "Releasees") from and against all liability, claims, suits, causes of action, demands, proceedings, set-offs, liens, attachments, debts, expenses, judgments, or other liabilities including costs, reasonable fees and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property, of whatsoever kind or nature as well as for any breach of any covenant in this License and any breach by Licensee of any representations or warranties made within the contract documents (collectively, the "Claims"), to the extent such Claims result from the performance of this contract by Licensee or those Claims are due to any act or omission, neglect, willful acts, errors, omissions or misconduct of Licensee or their guests in their performance under this License or while on Forest Preserve property. Nothing contained herein shall be construed as prohibiting Releasees from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. No attorney may be assigned to represent the Releasees pursuant to this Section of the License unless the attorney has been approved in writing by the Kendall County State's Attorney. Releasees' participation in its defense shall not remove Licensee's duty to indemnify, defend, and hold Releasees harmless, as set forth above. Releasees do not waive their defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seg.) by reason of this indemnification provision. Indemnification shall survive the termination of this Licenses.

# 26. **Anti-Discrimination Compliance:**

Licensee, their 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.

## 27. Conflict of Interest:

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

# 28. Assignment:

This License is not assignable or transferable to any person, company, or corporation, in whole or in part. Any attempt to assign or so transfer shall be void and without legal effect and shall constitute grounds for immediate termination of the license.

#### 29. **No Joint Venture:**

It is understood and agreed that Licensee is not an employee of, partner of, agent of, or in a joint venture with the Forest Preserve for any purpose.

## 30. Legal Compliance:

Licensee and their guests shall not engage in any unlawful activity while on Forest Preserve property. All activity conducted by Licensee and their guests on Forest Preserve property shall comply with all applicable laws, statutes, rules, regulations, and ordinances.

- 31. **Venue:** This License shall be interpreted and enforced under the laws of the State of Illinois, and the parties agree that the venue for any legal proceeding between them shall be Kendall County, Twenty-Third Judicial Circuit, State of Illinois.
- 32. **Legal Remedies:** In any action with respect to this License, the parties are free to pursue any legal remedies at law or in equity. If the Forest Preserve is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this License, and by reason thereof, the Forest Preserve is required to use the services of an attorney, then the Forest Preserve shall be entitled to reasonable attorneys' fees, court costs, expenses and expert witness fees incurred by the Forest Preserve pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.

# 33. **Severability:**

If any provision of this License shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this License is invalid or unenforceable, but that by limiting such provision it becomes valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

# 34. Waiver:

The waiver of one breach of any term, condition, covenant or obligation of this License shall not be considered to be a waiver of that or any other term, condition, covenant or obligation or of any subsequent breach thereof.

#### 35. Notice:

Any notice required or permitted to be given pursuant to this License shall be duly given if sent by certified mail or personal service and received. Notice should be sent to the following parties:

Forest Preserve, send to:

Kendall County Forest Preserve District 110 W. Madison Street Yorkville, Illinois 60560

Licensee, per information provided on first page of the Rental Contract.

# 36. Entire Agreement:

This License represents the entire agreement between the parties, and there are no other promises or conditions in any other agreement whether oral or written. This License supersedes any prior written or oral agreements between the parties and may not be modified except in writing acknowledged by both parties.

# 37. **Authority:**

Each party represents and warrants that their representative, whose signature appears below, has the power and authority to enter into this License and to obligate the party to the terms of this License.

Licensee:		
By:	Date:	

# KENDALL COUNTY FOREST PRESERVE DISTRICT FACILITY RENTAL TERMS AND CONDITIONS

This License is made on the day listed on the first page of the Rental Contract ("Date of Execution"), between the Kendall County Forest Preserve, a Body Corporate and Politic, 110 West Madison Street, Yorkville, Illinois, 60560, ("Forest Preserve"), and Permitee ("Licensee"), collectively referred to as the "Parties."

In consideration of the grants, covenants, and conditions of this License, IT IS HEREBY AGREED AS FOLLOWS:

# 1. Nature of Agreement:

The Forest Preserve agrees to grant a license to Licensee for the Licensee to utilize the facility on the date and times specified on Page 1 of the Rental Contract, subject to the terms and conditions set forth in this License.

# 2. Fee and Security Deposit:

# Meadowhawk Lodge:

A security deposit shall be made prior to, or shall accompany the return of the signed contract to the Forest Preserve. For wedding events, the security deposit is \$950.00. For all other events, security deposit is 50% of the rental fee. Security deposit shall be cash, credit card (2.5% processing fee) or check made payable to the Kendall County Forest Preserve District.

The total event license fee (separate and apart from the security deposit) is dependent on the type of facility reserved and the length of time facility is reserved. Payment of one hundred percent (100%) of the event license fee is due thirty (30) days prior to the Event Date, or at the time of booking if less than thirty (30) days prior to the event date. Requests for a change to the Event date made earlier than six (6) months prior to the original event date may be accommodated based on venue availability without penalty. If the Licensee cancels the event following the date that the Forest Preserve and Licensee enter into this License, and inclusive of the timeframe beginning on the date both parties enter this License and extending up to sixty (60) days prior to the Event Date, the Forest Preserve will retain 50% of the security deposit paid. In cases where the Licensee's cancellation notice is received less than sixty (60) days prior to the Event Date, the Forest Preserve will retain the entire security deposit paid.

The District allows a one-time rescheduling of any reservation with the paid security deposit and rental payment applied to the rescheduled event. All rescheduled events must occur within one calendar year of the date of the original event. There will be a \$25.00 rescheduling fee applied.

The Security Deposit will be refunded within thirty (30) business days following the event provided the Forest Preserve does not need to address property damage, excessive cleaning, or any outstanding balance due.

# 3. Cancellation:

It is understood by the Licensee that this License and/or the event may be cancelled at any time, for any reason, by the Forest Preserve, to the extent permitted by law, without any liability to the Licensee. In the event the Licensee and/or the event are cancelled by the Forest Preserve for any reason, all fees paid by the Licensee shall be refunded. If the Licensee and/or event are cancelled by the Licensee, no refund shall be issued unless the cancellation is made in accordance with the timeline set forth in Paragraph 2 above.

#### 4. Evidence of Insurance:

Licensee is responsible for producing a Certificate of Insurance and/or purchasing Special Event Insurance for certain types of events listed below.

A Certificate of Insurance listing the District as a Certificate Holder will be submitted to the District no less than ten (10) days prior to the event. Certificate Holder information will include the following: Kendall County Forest Preserve District 110 W. Madison Street Yorkville, Illinois 60560

A Certificate of Insurance evidencing coverage, or a Special Event Insurance Policy is required for the following types of events:

- 1. Large Events with Greater than 100 participants.
- 2. Events where alcohol will be served by a licensed catering firm or bartending service.
- 3. Events where erection of large tents (10'x12' or more) or inflatable "bounce houses" has been authorized.
- 4. Sporting or athletic events, competitions, and/or fundraisers (Example: 5K Run/Walks)
- 5. All corporate-sponsored events.

# 5. Limited License:

This License grants only a contractual license to use the Facility for the sole purpose of the event described on Page 1 of the Rental Contract, under the terms and conditions stated herein, and for no other purpose. Further, the rights granted by the Forest Preserve 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 License shall be construed to convey to Licensee any legal or equitable interest in any Forest Preserve property. It is understood that other areas of the premises and adjacent properties may be licensed to other persons or used by the general public during any of the periods covered by this License. However, the Forest Preserve will not authorize or permit any other licensee to engage in activities that would interfere with Licensee's enjoyment of the right granted under this License.

### 6. Caterers:

Companies on the Forest Preserve's list of approved Caterers have received an annual permit to cater events at Kendall County Forest Preserve District Facilities. Catering businesses not enrolled in the Forest Preserve's Preferred Catering Program may be used if they apply for, and meet the requirements of the Forest Preserve's Preferred Caterer's Program. The Forest Preserve reserves

the right to approve or deny any catering business not listed in this License in accordance with the Preferred Catering Program requirements.

# 7. Set-up/Clean-up:

The Licensee is responsible for the set-up, take down, and clean-up of the areas which they use during their Event Date(s), unless otherwise paid for as indicated in Page 1 of the Rental Contract. After the event, Licensee must leave area clean by placing all garbage in the trash and recyclable receptacles and returning tables/chairs to their original positions. Tables inside enclosed buildings may not be moved outside unless specific permission is granted by the District.

Set up, take down and clean up time is included in the requested contract time period noted on Page 1 of the Rental Contract. Should the Licensee require more time to complete cleanup activities following the event, any additional time required will be deducted from the security deposit in thirty (30) and sixty (60) minute increments in accordance with the hourly use schedule for that facility.

# 8. "As is" Property:

The Licensee has inspected the Facility prior to signing this License and accepts the condition of the Facility "as is."

# 9. Hazardous Materials:

Licensee shall not bring any hazardous, radioactive, toxic, or carcinogenic material, substance, pollutant, or contaminant onto any Forest Preserve property.

## 10. Pyrotechnics:

Set off, or attempt to set off or ignite any firecrackers, fireworks, smoke bombs, rockets, black powder guns or other pyrotechnics is strictly prohibited as written in the Forest Preserve's General Use Ordinance.

## 11. Horses:

Horses are permitted only on designated trails within Forest Preserve property.

# 12. Alcohol Policy:

Alcoholic beverages are prohibited on Forest Preserve property with the exception of Ellis House and Meadowhawk Lodge and only in accordance with the Forest Preserve's General Use Regulation Ordinance. Alcoholic beverages may be served at Ellis House and Meadowhawk Lodge only by (a) a caterer enrolled in the Forest Preserve's Preferred Caterer's Program and which possesses a current Class I license in accordance with the Kendall County Liquor Control Ordinance; (b) a not-for-profit corporation or organization that possesses a current Class G or Class J license in accordance with the Kendall County Liquor Control Ordinance; (c) a bartending service business, pre-approved by the Forest Preserve, serving, but not selling, alcoholic beverages and employing BASSET (Beverage and Alcohol Sellers and Servers Education Training) certified alcohol servers in accordance with 235 ILCS 5/6-27.1; or (d) a charitable organization hosting an event wherein alcohol is served, but not sold, by volunteers of the organization.

Alcoholic beverages may be consumed only within 250 feet of Ellis House and Meadowhawk Lodge.

# 13. Smoking Policy:

Smoking inside Forest Preserve buildings is strictly prohibited. Smoking on the grounds is permitted in designated areas only.

#### 14. Food Service:

Food service must comply with all requirements and regulations of the Illinois Department of Health and/or other governmental bodies having control over such vending operations, including the Kendall County Health and Human Services Department. The vendor shall possess all food and beverage dispensing licenses, taxes, and permits that are required by law.

#### 15. Fires:

Fires are allowed only in designated fireplaces and fire rings. It is prohibited to bring in or collect firewood from Forest Preserve property. Firewood must be purchased from the Forest Preserve.

# 16. Parking:

Motor vehicles and bicycles are restricted to roadways and designated parking areas only. Parking on the grass is prohibited.

#### 17. Pets:

Dogs are welcome, but must be held on a leash no longer than 10 feet at all times for their safety, that of other visitors, and wildlife. Pets are not allowed in any buildings, except for service animals. Please clean-up after your animal.

#### 18. **Hunting and Fishing:**

Hunting, collecting or damaging plants, animals or fungus is prohibited. Fishing is permitted on Forest Preserve property in accordance with Illinois Department of Natural Resources regulations. Limits are posted. Worms and wax worms are the only live bait allowed. Collecting bait from the preserves is prohibited. Contact Silver Springs State Park at (630) 553-6297 for information on State fishing regulations or visit the IDNR website at <a href="https://www.dnr.illinois.gov.swimming">www.dnr.illinois.gov.swimming</a>, boating, ice fishing and ice skating are not allowed.

# 19. **Decorations:**

Nails, tacks, staples and tape are not allowed to secure items to any part of a Forest Preserve building. Confetti, rice, and open flamed candles are also prohibited inside Forest Preserve buildings.

#### 20. Inflatables and Tents:

Inflatables and tents are prohibited unless using Shelter 1 at Harris Forest Preserve. One playhouse not to exceed 15 feet in height may be placed on the west side of the shelter. Tents up to 20x40x15 may be allowed with advance notice only.

# 21. **Duty of Care:**

The Licensee agrees to take care of the Facility and not to damage, alter, or change the Facility.

# 22. Damages:

Licensee is responsible for the conduct of their guests. Damage to, or theft of Forest Preserve property caused by the Licensee's group shall be Licensee's responsibility and may be billed to, or deducted from the security deposit of the Licensee. The Forest Preserve will not assume any responsibility for the damage or loss of merchandise, personal articles, or any property of any nature left at the location prior to, during, or following the Event.

# 23. Limitation on Liability:

The Forest Preserve's liability to Licensee shall be limited to a return of the amounts actually paid by Licensee. Licensee hereby waives any and all rights to indirect or consequential damages relating to the use or non-use of Forest Preserve property.

# 24. Right of Entry:

The Forest Preserve reserves the right to enter the Facility for any and all lawful purposes arising from the ownership of the Facility.

### 25. Indemnification:

Licensee shall indemnify, hold harmless and defend with counsel of Forest Preserve's own choosing, Forest Preserve, its past, present and future elected officials, department heads, employees, insurers, and agents (hereinafter collectively referred to as "Releasees") from and against all liability, claims, suits, causes of action, demands, proceedings, set-offs, liens, attachments, debts, expenses, judgments, or other liabilities including costs, reasonable fees and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property, of whatsoever kind or nature as well as for any breach of any covenant in this License and any breach by Licensee of any representations or warranties made within the contract documents (collectively, the "Claims"), to the extent such Claims result from the performance of this contract by Licensee or those Claims are due to any act or omission, neglect, willful acts, errors, omissions or misconduct of Licensee or their guests in their performance under this License or while on Forest Preserve property. Nothing contained herein shall be construed as prohibiting Releasees from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. No attorney may be assigned to represent the Releasees pursuant to this Section of the License unless the attorney has been approved in writing by the Kendall County State's Attorney. Releasees' participation in its defense shall not remove Licensee's duty to indemnify, defend, and hold Releasees harmless, as set forth above. Releasees do not waive their defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) by reason of this indemnification provision. Indemnification shall survive the termination of this Licenses.

# 26. Anti-Discrimination Compliance:

Licensee, their 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.

#### 27. Conflict of Interest:

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

# 28. Assignment:

This License is not assignable or transferable to any person, company, or corporation, in whole or in part. Any attempt to assign or so transfer shall be void and without legal effect and shall constitute grounds for immediate termination of the license.

#### 29. No Joint Venture:

It is understood and agreed that Licensee is not an employee of, partner of, agent of, or in a joint venture with the Forest Preserve for any purpose.

# 30. Legal Compliance:

Licensee and their guests shall not engage in any unlawful activity while on Forest Preserve property. All activity conducted by Licensee and their guests on Forest Preserve property shall comply with all applicable laws, statutes, rules, regulations, and ordinances.

- 31. **Venue:** This License shall be interpreted and enforced under the laws of the State of Illinois, and the parties agree that the venue for any legal proceeding between them shall be Kendall County, Twenty-Third Judicial Circuit, State of Illinois.
- 32. **Legal Remedies:** In any action with respect to this License, the parties are free to pursue any legal remedies at law or in equity. If the Forest Preserve is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this License, and by reason thereof, the Forest Preserve is required to use the services of an attorney, then the Forest Preserve shall be entitled to reasonable attorneys' fees, court costs, expenses and expert witness fees incurred by the Forest Preserve pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.

#### 33. **Severability:**

If any provision of this License shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this License is invalid or unenforceable, but that by limiting such provision it becomes valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

#### 34. Waiver:

The waiver of one breach of any term, condition, covenant or obligation of this License shall not be considered to be a waiver of that or any other term, condition, covenant or obligation or of any subsequent breach thereof.

#### 35. Notice:

Any notice required or permitted to be given pursuant to this License shall be duly given if sent by certified mail or personal service and received. Notice should be sent to the following parties:

Forest Preserve, send to:

Kendall County Forest Preserve District 110 W. Madison Street Yorkville, Illinois 60560

Licensee, per information provided on first page of the Rental Contract.

# 36. Entire Agreement:

This License represents the entire agreement between the parties, and there are no other promises or conditions in any other agreement whether oral or written. This License supersedes any prior written or oral agreements between the parties and may not be modified except in writing acknowledged by both parties.

## 37. Authority:

Each party represents and warrants that their representative, whose signature appears below, has the power and authority to enter into this License and to obligate the party to the terms of this License.

Licensee:	
Ву:	Date:

# KENDALL COUNTY FOREST PRESERVE DISTRICT FACILITY RENTAL TERMS AND CONDITIONS

This License is made on the day listed on the first page of the Rental Contract ("Date of Execution"), between the Kendall County Forest Preserve, a Body Corporate and Politic, 110 West Madison Street, Yorkville, Illinois, 60560, ("Forest Preserve"), and Permitee ("Licensee"), collectively referred to as the "Parties."

In consideration of the grants, covenants, and conditions of this License, IT IS HEREBY AGREED AS FOLLOWS:

# 1. Nature of Agreement:

The Forest Preserve agrees to grant a license to Licensee for the Licensee to utilize the facility on the date and times specified on Page 1 of the Rental Contract, subject to the terms and conditions set forth in this License.

# 2. Fee and Security Deposit:

#### **Bunkhouses:**

A security deposit of \$100 shall be made prior to, or shall accompany the return of this signed contract to the Forest Preserve. Security deposit shall be cash, credit card (2.5% processing fee) or check made payable to the Kendall County Forest Preserve District. The license fee (separate and apart from the security deposit) shall be paid in full forty five (45) days prior to the stay. If the Licensee cancels the stay at least thirty (30) days prior to the stay, the District will retain one hundred percent (100%) of the security deposit. If the Licensee cancels the stay less than thirty (30) days prior to the stay, the District will refund the entire security deposit but will retain the total license fee.

The District allows a one-time rescheduling of any reservation with the paid security deposit and rental payment applied to the rescheduled event. All rescheduled events must occur within one calendar year of the date of the original event. There will be a \$25.00 rescheduling fee applied.

The Security Deposit will be refunded within thirty (30) business days following the stay provided the District does not need to address property damage, excessive cleaning, or any outstanding balance.

# 3. **Cancellation**:

It is understood by the Licensee that this License and/or the event may be cancelled at any time, for any reason, by the Forest Preserve, to the extent permitted by law, without any liability to the Licensee. In the event the Licensee and/or the event are cancelled by the Forest Preserve for any reason, all fees paid by the Licensee shall be refunded. If the Licensee and/or event are cancelled by the Licensee, no refund shall be issued unless the cancellation is made in accordance with the timeline set forth in Paragraph 2 above.

#### 4. Evidence of Insurance:

Licensee is responsible for producing a Certificate of Insurance and/or purchasing Special Event Insurance for certain types of events listed below.

A Certificate of Insurance listing the District as a Certificate Holder will be submitted to the District no less than ten (10) days prior to the event. Certificate Holder information will include the following: Kendall County Forest Preserve District 110 W. Madison Street Yorkville, Illinois 60560

A Certificate of Insurance evidencing coverage, or a Special Event Insurance Policy is required for the following types of events:

- 1. Large Events with Greater than 100 participants.
- 2. Events where alcohol will be served by a licensed catering firm or bartending service.
- Events where erection of large tents (10'x12' or more) or inflatable "bounce houses" has been authorized.
- 4. Sporting or athletic events, competitions, and/or fundraisers (Example: 5K Run/Walks)
- 5. All corporate-sponsored events.

#### 5. Limited License:

This License grants only a contractual license to use the Facility for the sole purpose of the event described on Page 1 of the Rental Contract, under the terms and conditions stated herein, and for no other purpose. Further, the rights granted by the Forest Preserve 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 License shall be construed to convey to Licensee any legal or equitable interest in any Forest Preserve property. It is understood that other areas of the premises and adjacent properties may be licensed to other persons or used by the general public during any of the periods covered by this License. However, the Forest Preserve will not authorize or permit any other licensee to engage in activities that would interfere with Licensee's enjoyment of the right granted under this License.

# 6. Caterers:

Companies on the Forest Preserve's list of approved Caterers have received an annual permit to cater events at Kendall County Forest Preserve District Facilities. Catering businesses not enrolled in the Forest Preserve's Preferred Catering Program may be used if they apply for, and meet the requirements of the Forest Preserve's Preferred Caterer's Program. The Forest Preserve reserves the right to approve or deny any catering business not listed in this License in accordance with the Preferred Catering Program requirements.

# 7. Set-up/Clean-up:

The Licensee is responsible for the set-up, take down, and clean-up of the areas which they use during their Event Date(s), unless otherwise paid for as indicated in Page 1 of the Rental Contract.

After the event, Licensee must leave area clean by placing all garbage in the trash and recyclable receptacles and returning tables/chairs to their original positions. Tables inside enclosed buildings may not be moved outside unless specific permission is granted by the District.

Set up, take down and clean up time is included in the requested contract time period noted on Page 1 of the Rental Contract. Should the Licensee require more time to complete cleanup activities following the event, any additional time required will be deducted from the security deposit in thirty (30) and sixty (60) minute increments in accordance with the hourly use schedule for that facility.

# 8. "As is" Property:

The Licensee has inspected the Facility prior to signing this License and accepts the condition of the Facility "as is."

## 9. Hazardous Materials:

Licensee shall not bring any hazardous, radioactive, toxic, or carcinogenic material, substance, pollutant, or contaminant onto any Forest Preserve property.

# 10. **Pyrotechnics:**

Set off, or attempt to set off or ignite any firecrackers, fireworks, smoke bombs, rockets, black powder guns or other pyrotechnics is strictly prohibited as written in the Forest Preserve's General Use Ordinance.

#### 11. Horses:

Horses are permitted only on designated trails within Forest Preserve property.

#### 12. Alcohol Policy:

Alcoholic beverages are prohibited on Forest Preserve property with the exception of Ellis House and Meadowhawk Lodge and only in accordance with the Forest Preserve's General Use Regulation Ordinance. Alcoholic beverages may be served at Ellis House and Meadowhawk Lodge only by (a) a caterer enrolled in the Forest Preserve's Preferred Caterer's Program and which possesses a current Class I license in accordance with the Kendall County Liquor Control Ordinance; (b) a not-for-profit corporation or organization that possesses a current Class G or Class J license in accordance with the Kendall County Liquor Control Ordinance; (c) a bartending service business, pre-approved by the Forest Preserve, serving, but not selling, alcoholic beverages and employing BASSET (Beverage and Alcohol Sellers and Servers Education Training) certified alcohol servers in accordance with 235 ILCS 5/6-27.1; or (d) a charitable organization hosting an event wherein alcohol is served, but not sold, by volunteers of the organization. Alcoholic beverages may be consumed only within 250 feet of Ellis House and Meadowhawk Lodge.

#### 13. Smoking Policy:

Smoking inside Forest Preserve buildings is strictly prohibited. Smoking on the grounds is permitted in designated areas only.

#### 14. Food Service:

Food service must comply with all requirements and regulations of the Illinois Department of Health and/or other governmental bodies having control over such vending operations, including the Kendall County Health and Human Services Department. The vendor shall possess all food and beverage dispensing licenses, taxes, and permits that are required by law.

#### **15. Fires:**

Fires are allowed only in designated fireplaces and fire rings. It is prohibited to bring in or collect firewood from Forest Preserve property. Firewood must be purchased from the Forest Preserve.

# 16. Parking:

Motor vehicles and bicycles are restricted to roadways and designated parking areas only. Parking on the grass is prohibited.

#### 17. **Pets**:

Dogs are welcome, but must be held on a leash no longer than 10 feet at all times for their safety, that of other visitors, and wildlife. Pets are not allowed in any buildings, except for service animals. Please clean-up after your animal.

# 18. Hunting and Fishing:

Hunting, collecting or damaging plants, animals or fungus is prohibited. Fishing is permitted on Forest Preserve property in accordance with Illinois Department of Natural Resources regulations. Limits are posted. Worms and wax worms are the only live bait allowed. Collecting bait from the preserves is prohibited. Contact Silver Springs State Park at (630) 553-6297 for information on State fishing regulations or visit the IDNR website at <a href="www.dnr.illinois.gov">www.dnr.illinois.gov</a>. Swimming, boating, ice fishing and ice skating are not allowed.

# 19. **Decorations:**

Nails, tacks, staples and tape are not allowed to secure items to any part of a Forest Preserve building. Confetti, rice, and open flamed candles are also prohibited inside Forest Preserve buildings.

#### 20. Inflatables and Tents:

Inflatables and tents are prohibited unless using Shelter 1 at Harris Forest Preserve. One playhouse not to exceed 15 feet in height may be placed on the west side of the shelter. Tents up to 20x40x15 may be allowed with advance notice only.

# 21. Duty of Care:

The Licensee agrees to take care of the Facility and not to damage, alter, or change the Facility.

# 22. Damages:

Licensee is responsible for the conduct of their guests. Damage to, or theft of Forest Preserve property caused by the Licensee's group shall be Licensee's responsibility and may be billed to,

or deducted from the security deposit of the Licensee. The Forest Preserve will not assume any responsibility for the damage or loss of merchandise, personal articles, or any property of any nature left at the location prior to, during, or following the Event.

## 23. Limitation on Liability:

The Forest Preserve's liability to Licensee shall be limited to a return of the amounts actually paid by Licensee. Licensee hereby waives any and all rights to indirect or consequential damages relating to the use or non-use of Forest Preserve property.

# 24. Right of Entry:

The Forest Preserve reserves the right to enter the Facility for any and all lawful purposes arising from the ownership of the Facility.

#### 25. Indemnification:

Licensee shall indemnify, hold harmless and defend with counsel of Forest Preserve's own choosing, Forest Preserve, its past, present and future elected officials, department heads, employees, insurers, and agents (hereinafter collectively referred to as "Releasees") from and against all liability, claims, suits, causes of action, demands, proceedings, set-offs, liens, attachments, debts, expenses, judgments, or other liabilities including costs, reasonable fees and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property, of whatsoever kind or nature as well as for any breach of any covenant in this License and any breach by Licensee of any representations or warranties made within the contract documents (collectively, the "Claims"), to the extent such Claims result from the performance of this contract by Licensee or those Claims are due to any act or omission, neglect, willful acts, errors, omissions or misconduct of Licensee or their guests in their performance under this License or while on Forest Preserve property. Nothing contained herein shall be construed as prohibiting Releasees from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. No attorney may be assigned to represent the Releasees pursuant to this Section of the License unless the attorney has been approved in writing by the Kendall County State's Attorney. Releasees' participation in its defense shall not remove Licensee's duty to indemnify, defend, and hold Releasees harmless, as set forth above. Releasees do not waive their defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) by reason of this indemnification provision. Indemnification shall survive the termination of this Licenses.

# 26. **Anti-Discrimination Compliance:**

Licensee, their 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.

## 27. Conflict of Interest:

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

# 28. Assignment:

This License is not assignable or transferable to any person, company, or corporation, in whole or in part. Any attempt to assign or so transfer shall be void and without legal effect and shall constitute grounds for immediate termination of the license.

## 29. No Joint Venture:

It is understood and agreed that Licensee is not an employee of, partner of, agent of, or in a joint venture with the Forest Preserve for any purpose.

# 30. Legal Compliance:

Licensee and their guests shall not engage in any unlawful activity while on Forest Preserve property. All activity conducted by Licensee and their guests on Forest Preserve property shall comply with all applicable laws, statutes, rules, regulations, and ordinances.

- 31. **Venue:** This License shall be interpreted and enforced under the laws of the State of Illinois, and the parties agree that the venue for any legal proceeding between them shall be Kendall County, Twenty-Third Judicial Circuit, State of Illinois.
- 32. **Legal Remedies:** In any action with respect to this License, the parties are free to pursue any legal remedies at law or in equity. If the Forest Preserve is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this License, and by reason thereof, the Forest Preserve is required to use the services of an attorney, then the Forest Preserve shall be entitled to reasonable attorneys' fees, court costs, expenses and expert witness fees incurred by the Forest Preserve pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.

# 33. **Severability:**

If any provision of this License shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this License is invalid or unenforceable, but that by limiting such provision it becomes valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

#### 34. Waiver:

The waiver of one breach of any term, condition, covenant or obligation of this License shall not be considered to be a waiver of that or any other term, condition, covenant or obligation or of any subsequent breach thereof.

#### 35. Notice:

Any notice required or permitted to be given pursuant to this License shall be duly given if sent by certified mail or personal service and received. Notice should be sent to the following parties:

Forest Preserve, send to:

Kendall County Forest Preserve District 110 W. Madison Street Yorkville, Illinois 60560

Licensee, per information provided on first page of the Rental Contract.

# 36. Entire Agreement:

This License represents the entire agreement between the parties, and there are no other promises or conditions in any other agreement whether oral or written. This License supersedes any prior written or oral agreements between the parties and may not be modified except in writing acknowledged by both parties.

# 37. **Authority:**

Each party represents and warrants that their representative, whose signature appears below, has the power and authority to enter into this License and to obligate the party to the terms of this License.

Licensee:	
Ву:	Date:

# KENDALL COUNTY FOREST PRESERVE DISTRICT FACILITY RENTAL TERMS AND CONDITIONS

This License is made on the day listed on the first page of the Rental Contract ("Date of Execution"), between the Kendall County Forest Preserve, a Body Corporate and Politic, 110 West Madison Street, Yorkville, Illinois, 60560, ("Forest Preserve"), and Permitee ("Licensee"), collectively referred to as the "Parties."

In consideration of the grants, covenants, and conditions of this License, IT IS HEREBY AGREED AS FOLLOWS:

# 1. Nature of Agreement:

The Forest Preserve agrees to grant a license to Licensee for the Licensee to utilize the facility on the date and times specified on Page 1 of the Rental Contract, subject to the terms and conditions set forth in this License.

#### 2. **Fee:**

#### **Shelters:**

The license fee per night for daily use for shelter fees and shall be paid in full 30 days in advance for shelters, and no less than one week in advance for campsites prior to the stay by cash, credit card (2.5% processing fee) or check made payable to the Kendall County Forest Preserve District. If the Licensee cancels the event within less than sixty (60) days for shelters, the District will retain the total license fee.

The District allows a one-time rescheduling of any reservation with the paid rental payment applied to the rescheduled event. All rescheduled events must occur within one calendar year of the date of the original event.

# Cancellation:

It is understood by the Licensee that this License and/or the event may be cancelled at any time, for any reason, by the Forest Preserve, to the extent permitted by law, without any liability to the Licensee. In the event the License and/or the event are cancelled by the Forest Preserve for any reason, all fees paid by the Licensee shall be refunded. If the License and/or event are cancelled by the Licensee, no refund shall be issued unless the cancellation is made in accordance with the timeline set forth in Paragraph 2 above.

# 4. Evidence of Insurance:

Licensee is responsible for producing a Certificate of Insurance and/or purchasing Special Event Insurance for certain types of events listed below.

A Certificate of Insurance listing the District as a Certificate Holder will be submitted to the District no less than ten (10) days prior to the event. Certificate Holder information will include

the following: Kendall County Forest Preserve District 110 W. Madison Street Yorkville, Illinois 60560

A Certificate of Insurance evidencing coverage, or a Special Event Insurance Policy is required for the following types of events:

- 1. Large Events with Greater than 100 participants.
- 2. Events where alcohol will be served by a licensed catering firm or bartending service.
- 3. Events where erection of large tents (10'x12' or more) or inflatable "bounce houses" has been authorized.
- 4. Sporting or athletic events, competitions, and/or fundraisers (Example: 5K Run/Walks)
- All corporate-sponsored events.

### 5. **Limited License:**

This License grants only a contractual license to use the Facility for the sole purpose of the event described on Page 1 of the Rental Contract, under the terms and conditions stated herein, and for no other purpose. Further, the rights granted by the Forest Preserve 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 License shall be construed to convey to Licensee any legal or equitable interest in any Forest Preserve property. It is understood that other areas of the premises and adjacent properties may be licensed to other persons or used by the general public during any of the periods covered by this License. However, the Forest Preserve will not authorize or permit any other licensee to engage in activities that would interfere with Licensee's enjoyment of the right granted under this License.

## 6. Caterers:

Companies on the Forest Preserve's list of approved Caterers have received an annual permit to cater events at Kendall County Forest Preserve District Facilities. Catering businesses not enrolled in the Forest Preserve's Preferred Catering Program may be used if they apply for, and meet the requirements of the Forest Preserve's Preferred Caterer's Program. The Forest Preserve reserves the right to approve or deny any catering business not listed in this License in accordance with the Preferred Catering Program requirements.

# 7. Set-up/Clean-up:

The Licensee is responsible for the set-up, take down, and clean-up of the areas which they use during their Event Date(s), unless otherwise paid for as indicated in Page 1 of the Rental Contract. After the event, Licensee must leave area clean by placing all garbage in the trash and recyclable receptacles and returning tables/chairs to their original positions. Tables inside enclosed buildings may not be moved outside unless specific permission is granted by the District.

Set up, take down and clean up time is included in the requested contract time period noted on Page 1 of the Rental Contract. Should the Licensee require more time to complete cleanup activities following the event, any additional time required will be deducted from the security

deposit in thirty (30) and sixty (60) minute increments in accordance with the hourly use schedule for that facility.

# 8. "As is" Property:

The Licensee has inspected the Facility prior to signing this License and accepts the condition of the Facility "as is."

# 9. Hazardous Materials:

Licensee shall not bring any hazardous, radioactive, toxic, or carcinogenic material, substance, pollutant, or contaminant onto any Forest Preserve property.

## 10. Pyrotechnics:

Set off, or attempt to set off or ignite any firecrackers, fireworks, smoke bombs, rockets, black powder guns or other pyrotechnics is strictly prohibited as written in the Forest Preserve's General Use Ordinance.

#### 11. Horses:

Horses are permitted only on designated trails within Forest Preserve property.

# 12. Alcohol Policy:

Alcoholic beverages are prohibited on Forest Preserve property with the exception of Ellis House and Meadowhawk Lodge and only in accordance with the Forest Preserve's General Use Regulation Ordinance. Alcoholic beverages may be served at Ellis House and Meadowhawk Lodge only by (a) a caterer enrolled in the Forest Preserve's Preferred Caterer's Program and which possesses a current Class I license in accordance with the Kendall County Liquor Control Ordinance; (b) a not-for-profit corporation or organization that possesses a current Class G or Class J license in accordance with the Kendall County Liquor Control Ordinance; (c) a bartending service business, pre-approved by the Forest Preserve, serving, but not selling, alcoholic beverages and employing BASSET (Beverage and Alcohol Sellers and Servers Education Training) certified alcohol servers in accordance with 235 ILCS 5/6-27.1; or (d) a charitable organization hosting an event wherein alcohol is served, but not sold, by volunteers of the organization. Alcoholic beverages may be consumed only within 250 feet of Ellis House and Meadowhawk Lodge.

## 13. Smoking Policy:

Smoking inside Forest Preserve buildings is strictly prohibited. Smoking on the grounds is permitted in designated areas only.

# 14. Food Service:

Food service must comply with all requirements and regulations of the Illinois Department of Health and/or other governmental bodies having control over such vending operations, including the Kendall County Health and Human Services Department. The vendor shall possess all food and beverage dispensing licenses, taxes, and permits that are required by law.

#### 15. **Fires:**

Fires are allowed only in designated fireplaces and fire rings. It is prohibited to bring in or collect firewood from Forest Preserve property. Firewood must be purchased from the Forest Preserve.

## 16. Parking:

Motor vehicles and bicycles are restricted to roadways and designated parking areas only. Parking on the grass is prohibited.

#### 17. Pets:

Dogs are welcome, but must be held on a leash no longer than 10 feet at all times for their safety, that of other visitors, and wildlife. Pets are not allowed in any buildings, except for service animals. Please clean-up after your animal.

# 18. Hunting and Fishing:

Hunting, collecting or damaging plants, animals or fungus is prohibited. Fishing is permitted on Forest Preserve property in accordance with Illinois Department of Natural Resources regulations. Limits are posted. Worms and wax worms are the only live bait allowed. Collecting bait from the preserves is prohibited. Contact Silver Springs State Park at (630) 553-6297 for information on State fishing regulations or visit the IDNR website at <a href="https://www.dnr.illinois.gov">www.dnr.illinois.gov</a>. Swimming, boating, ice fishing and ice skating are not allowed.

## 19. **Decorations:**

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# 20. Inflatables and Tents:

Inflatables and tents are prohibited unless using Shelter 1 at Harris Forest Preserve. One playhouse not to exceed 15 feet in height may be placed on the west side of the shelter. Tents up to 20x40x15 may be allowed with advance notice only.

#### 21. Duty of Care:

The Licensee agrees to take care of the Facility and not to damage, alter, or change the Facility.

# 22. Damages:

Licensee is responsible for the conduct of their guests. Damage to, or theft of Forest Preserve property caused by the Licensee's group shall be Licensee's responsibility and may be billed to, or deducted from the security deposit of the Licensee. The Forest Preserve will not assume any responsibility for the damage or loss of merchandise, personal articles, or any property of any nature left at the location prior to, during, or following the Event.

# 23. Limitation on Liability:

The Forest Preserve's liability to Licensee shall be limited to a return of the amounts actually paid by Licensee. Licensee hereby waives any and all rights to indirect or consequential damages relating to the use or non-use of Forest Preserve property.

# 24. Right of Entry:

The Forest Preserve reserves the right to enter the Facility for any and all lawful purposes arising from the ownership of the Facility.

#### 25. Indemnification:

Licensee shall indemnify, hold harmless and defend with counsel of Forest Preserve's own choosing, Forest Preserve, its past, present and future elected officials, department heads, employees, insurers, and agents (hereinafter collectively referred to as "Releasees") from and against all liability, claims, suits, causes of action, demands, proceedings, set-offs, liens, attachments, debts, expenses, judgments, or other liabilities including costs, reasonable fees and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property, of whatsoever kind or nature as well as for any breach of any covenant in this License and any breach by Licensee of any representations or warranties made within the contract documents (collectively, the "Claims"), to the extent such Claims result from the performance of this contract by Licensee or those Claims are due to any act or omission, neglect, willful acts, errors, omissions or misconduct of Licensee or their guests in their performance under this License or while on Forest Preserve property. Nothing contained herein shall be construed as prohibiting Releasees from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. No attorney may be assigned to represent the Releasees pursuant to this Section of the License unless the attorney has been approved in writing by the Kendall County State's Attorney. Releasees' participation in its defense shall not remove Licensee's duty to indemnify, defend, and hold Releasees harmless, as set forth above. Releasees do not waive their defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) by reason of this indemnification provision. Indemnification shall survive the termination of this Licenses.

# 26. Anti-Discrimination Compliance:

Licensee, their 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.

# 27. Conflict of Interest:

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

# 28. Assignment:

This License is not assignable or transferable to any person, company, or corporation, in whole or in part. Any attempt to assign or so transfer shall be void and without legal effect and shall constitute grounds for immediate termination of the license.

#### 29. **No Joint Venture:**

It is understood and agreed that Licensee is not an employee of, partner of, agent of, or in a joint venture with the Forest Preserve for any purpose.

# 30. Legal Compliance:

Licensee and their guests shall not engage in any unlawful activity while on Forest Preserve property. All activity conducted by Licensee and their guests on Forest Preserve property shall comply with all applicable laws, statutes, rules, regulations, and ordinances.

- 31. **Venue:** This License shall be interpreted and enforced under the laws of the State of Illinois, and the parties agree that the venue for any legal proceeding between them shall be Kendall County, Twenty-Third Judicial Circuit, State of Illinois.
- 32. **Legal Remedies:** In any action with respect to this License, the parties are free to pursue any legal remedies at law or in equity. If the Forest Preserve is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this License, and by reason thereof, the Forest Preserve is required to use the services of an attorney, then the Forest Preserve shall be entitled to reasonable attorneys' fees, court costs, expenses and expert witness fees incurred by the Forest Preserve pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.

# 33. Severability:

If any provision of this License shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this License is invalid or unenforceable, but that by limiting such provision it becomes valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

### 34. Waiver:

The waiver of one breach of any term, condition, covenant or obligation of this License shall not be considered to be a waiver of that or any other term, condition, covenant or obligation or of any subsequent breach thereof.

## 35. Notice:

Any notice required or permitted to be given pursuant to this License shall be duly given if sent by certified mail or personal service and received. Notice should be sent to the following parties:

Forest Preserve, send to:

Kendall County Forest Preserve District 110 W. Madison Street Yorkville, Illinois 60560

Licensee, per information provided on first page of the Rental Contract.

# 36. Entire Agreement:

This License represents the entire agreement between the parties, and there are no other promises or conditions in any other agreement whether oral or written. This License supersedes any prior written or oral agreements between the parties and may not be modified except in writing acknowledged by both parties.

# 37. **Authority:**

Each party represents and warrants that their representative, whose signature appears below, has the power and authority to enter into this License and to obligate the party to the terms of this License.

Licensee:	
Ву:	Date:

# KENDALL COUNTY FOREST PRESERVE DISTRICT FACILITY RENTAL TERMS AND CONDITIONS

This License is made on the day listed on the first page of the Rental Contract ("Date of Execution"), between the Kendall County Forest Preserve, a Body Corporate and Politic, 110 West Madison Street, Yorkville, Illinois, 60560, ("Forest Preserve"), and Permitee ("Licensee"), collectively referred to as the "Parties."

In consideration of the grants, covenants, and conditions of this License, IT IS HEREBY AGREED AS FOLLOWS:

## 1. Nature of Agreement:

The Forest Preserve agrees to grant a license to Licensee for the Licensee to utilize the facility on the date and times specified on Page 1 of the Rental Contract, subject to the terms and conditions set forth in this License.

#### Fee:

## Campsites:

The license fee per night for daily use for shelter fees and shall be paid in full 30 days in advance for shelters, and no less than one week in advance for campsites prior to the stay by cash, credit card (2.5% processing fee) or check made payable to the Kendall County Forest Preserve District. If the Licensee cancels the event within less than sixty (60) days for campsites, the District will retain the total license fee.

The District allows a one-time rescheduling of any reservation with the paid rental payment applied to the rescheduled event. All rescheduled events must occur within one calendar year of the date of the original event.

## 3. Cancellation:

It is understood by the Licensee that this License and/or the event may be cancelled at any time, for any reason, by the Forest Preserve, to the extent permitted by law, without any liability to the Licensee. In the event the License and/or the event are cancelled by the Forest Preserve for any reason, all fees paid by the Licensee shall be refunded. If the License and/or event are cancelled by the Licensee, no refund shall be issued unless the cancellation is made in accordance with the timeline set forth in Paragraph 2 above.

# 4. Evidence of Insurance:

Licensee is responsible for producing a Certificate of Insurance and/or purchasing Special Event Insurance for certain types of events listed below.

A Certificate of Insurance listing the District as a Certificate Holder will be submitted to the District no less than ten (10) days prior to the event. Certificate Holder information will include

the following: Kendall County Forest Preserve District 110 W. Madison Street Yorkville, Illinois 60560

A Certificate of Insurance evidencing coverage, or a Special Event Insurance Policy is required for the following types of events:

- 1. Large Events with Greater than 100 participants.
- 2. Events where alcohol will be served by a licensed catering firm or bartending service.
- 3. Events where erection of large tents (10'x12' or more) or inflatable "bounce houses" has been authorized.
- 4. Sporting or athletic events, competitions, and/or fundraisers (Example: 5K Run/Walks)
- 5. All corporate-sponsored events.

#### 5. Limited License:

This License grants only a contractual license to use the Facility for the sole purpose of the event described on Page 1 of the Rental Contract, under the terms and conditions stated herein, and for no other purpose. Further, the rights granted by the Forest Preserve 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 License shall be construed to convey to Licensee any legal or equitable interest in any Forest Preserve property. It is understood that other areas of the premises and adjacent properties may be licensed to other persons or used by the general public during any of the periods covered by this License. However, the Forest Preserve will not authorize or permit any other licensee to engage in activities that would interfere with Licensee's enjoyment of the right granted under this License.

# 6. Caterers:

Companies on the Forest Preserve's list of approved Caterers have received an annual permit to cater events at Kendall County Forest Preserve District Facilities. Catering businesses not enrolled in the Forest Preserve's Preferred Catering Program may be used if they apply for, and meet the requirements of the Forest Preserve's Preferred Caterer's Program. The Forest Preserve reserves the right to approve or deny any catering business not listed in this License in accordance with the Preferred Catering Program requirements.

# 7. Set-up/Clean-up:

The Licensee is responsible for the set-up, take down, and clean-up of the areas which they use during their Event Date(s), unless otherwise paid for as indicated in Page 1 of the Rental Contract. After the event, Licensee must leave area clean by placing all garbage in the trash and recyclable receptacles and returning tables/chairs to their original positions. Tables inside enclosed buildings may not be moved outside unless specific permission is granted by the District.

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deposit in thirty (30) and sixty (60) minute increments in accordance with the hourly use schedule for that facility.

# 8. "As is" Property:

The Licensee has inspected the Facility prior to signing this License and accepts the condition of the Facility "as is."

#### 9. Hazardous Materials:

Licensee shall not bring any hazardous, radioactive, toxic, or carcinogenic material, substance, pollutant, or contaminant onto any Forest Preserve property.

# 10. Pyrotechnics:

Set off, or attempt to set off or ignite any firecrackers, fireworks, smoke bombs, rockets, black powder guns or other pyrotechnics is strictly prohibited as written in the Forest Preserve's General Use Ordinance.

#### 11. Horses:

Horses are permitted only on designated trails within Forest Preserve property.

## 12. Alcohol Policy:

Alcoholic beverages are prohibited on Forest Preserve property with the exception of Ellis House and Meadowhawk Lodge and only in accordance with the Forest Preserve's General Use Regulation Ordinance. Alcoholic beverages may be served at Ellis House and Meadowhawk Lodge only by (a) a caterer enrolled in the Forest Preserve's Preferred Caterer's Program and which possesses a current Class I license in accordance with the Kendall County Liquor Control Ordinance; (b) a not-for-profit corporation or organization that possesses a current Class G or Class J license in accordance with the Kendall County Liquor Control Ordinance; (c) a bartending service business, pre-approved by the Forest Preserve, serving, but not selling, alcoholic beverages and employing BASSET (Beverage and Alcohol Sellers and Servers Education Training) certified alcohol servers in accordance with 235 ILCS 5/6-27.1; or (d) a charitable organization hosting an event wherein alcohol is served, but not sold, by volunteers of the organization. Alcoholic beverages may be consumed only within 250 feet of Ellis House and Meadowhawk Lodge.

# 13. Smoking Policy:

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# 14. Food Service:

Food service must comply with all requirements and regulations of the Illinois Department of Health and/or other governmental bodies having control over such vending operations, including the Kendall County Health and Human Services Department. The vendor shall possess all food and beverage dispensing licenses, taxes, and permits that are required by law.

#### **15. Fires:**

Fires are allowed only in designated fireplaces and fire rings. It is prohibited to bring in or collect firewood from Forest Preserve property. Firewood must be purchased from the Forest Preserve.

# 16. Parking:

Motor vehicles and bicycles are restricted to roadways and designated parking areas only. Parking on the grass is prohibited.

#### 17. **Pets**:

Dogs are welcome, but must be held on a leash no longer than 10 feet at all times for their safety, that of other visitors, and wildlife. Pets are not allowed in any buildings, except for service animals. Please clean-up after your animal.

# 18. Hunting and Fishing:

Hunting, collecting or damaging plants, animals or fungus is prohibited. Fishing is permitted on Forest Preserve property in accordance with Illinois Department of Natural Resources regulations. Limits are posted. Worms and wax worms are the only live bait allowed. Collecting bait from the preserves is prohibited. Contact Silver Springs State Park at (630) 553-6297 for information on State fishing regulations or visit the IDNR website at <a href="https://www.dnr.illinois.gov">www.dnr.illinois.gov</a>. Swimming, boating, ice fishing and ice skating are not allowed.

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# 20. Inflatables and Tents:

Inflatables and tents are prohibited unless using Shelter 1 at Harris Forest Preserve. One playhouse not to exceed 15 feet in height may be placed on the west side of the shelter. Tents up to 20x40x15 may be allowed with advance notice only.

#### 21. Duty of Care:

The Licensee agrees to take care of the Facility and not to damage, alter, or change the Facility.

# 22. Damages:

Licensee is responsible for the conduct of their guests. Damage to, or theft of Forest Preserve property caused by the Licensee's group shall be Licensee's responsibility and may be billed to, or deducted from the security deposit of the Licensee. The Forest Preserve will not assume any responsibility for the damage or loss of merchandise, personal articles, or any property of any nature left at the location prior to, during, or following the Event.

# 23. Limitation on Liability:

The Forest Preserve's liability to Licensee shall be limited to a return of the amounts actually paid by Licensee. Licensee hereby waives any and all rights to indirect or consequential damages relating to the use or non-use of Forest Preserve property.

# 24. Right of Entry:

The Forest Preserve reserves the right to enter the Facility for any and all lawful purposes arising from the ownership of the Facility.

## 25. Indemnification:

Licensee shall indemnify, hold harmless and defend with counsel of Forest Preserve's own choosing, Forest Preserve, its past, present and future elected officials, department heads, employees, insurers, and agents (hereinafter collectively referred to as "Releasees") from and against all liability, claims, suits, causes of action, demands, proceedings, set-offs, liens, attachments, debts, expenses, judgments, or other liabilities including costs, reasonable fees and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property, of whatsoever kind or nature as well as for any breach of any covenant in this License and any breach by Licensee of any representations or warranties made within the contract documents (collectively, the "Claims"), to the extent such Claims result from the performance of this contract by Licensee or those Claims are due to any act or omission, neglect, willful acts, errors, omissions or misconduct of Licensee or their guests in their performance under this License or while on Forest Preserve property. Nothing contained herein shall be construed as prohibiting Releasees from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. No attorney may be assigned to represent the Releasees pursuant to this Section of the License unless the attorney has been approved in writing by the Kendall County State's Attorney. Releasees' participation in its defense shall not remove Licensee's duty to indemnify, defend, and hold Releasees harmless, as set forth above. Releasees do not waive their defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) by reason of this indemnification provision. Indemnification shall survive the termination of this Licenses.

# 26. **Anti-Discrimination Compliance:**

Licensee, their 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.

#### 27. Conflict of Interest:

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

# 28. Assignment:

This License is not assignable or transferable to any person, company, or corporation, in whole or in part. Any attempt to assign or so transfer shall be void and without legal effect and shall constitute grounds for immediate termination of the license.

# 29. **No Joint Venture:**

It is understood and agreed that Licensee is not an employee of, partner of, agent of, or in a joint venture with the Forest Preserve for any purpose.

# 30. Legal Compliance:

Licensee and their guests shall not engage in any unlawful activity while on Forest Preserve property. All activity conducted by Licensee and their guests on Forest Preserve property shall comply with all applicable laws, statutes, rules, regulations, and ordinances.

- 31. **Venue:** This License shall be interpreted and enforced under the laws of the State of Illinois, and the parties agree that the venue for any legal proceeding between them shall be Kendall County, Twenty-Third Judicial Circuit, State of Illinois.
- 32. **Legal Remedies:** In any action with respect to this License, the parties are free to pursue any legal remedies at law or in equity. If the Forest Preserve is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this License, and by reason thereof, the Forest Preserve is required to use the services of an attorney, then the Forest Preserve shall be entitled to reasonable attorneys' fees, court costs, expenses and expert witness fees incurred by the Forest Preserve pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.

## 33. **Severability:**

If any provision of this License shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this License is invalid or unenforceable, but that by limiting such provision it becomes valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

#### 34. Waiver:

The waiver of one breach of any term, condition, covenant or obligation of this License shall not be considered to be a waiver of that or any other term, condition, covenant or obligation or of any subsequent breach thereof.

#### 35. **Notice:**

Any notice required or permitted to be given pursuant to this License shall be duly given if sent by certified mail or personal service and received. Notice should be sent to the following parties:

Forest Preserve, send to:

Kendall County Forest Preserve District 110 W. Madison Street Yorkville, Illinois 60560

Licensee, per information provided on first page of the Rental Contract.

# 36. Entire Agreement:

This License represents the entire agreement between the parties, and there are no other promises or conditions in any other agreement whether oral or written. This License supersedes any prior written or oral agreements between the parties and may not be modified except in writing acknowledged by both parties.

# 37. **Authority:**

Each party represents and warrants that their representative, whose signature appears below, has the power and authority to enter into this License and to obligate the party to the terms of this License.

Licensee:	
By:	Date:

To: Kendall County Forest Preserve District Operations Committee

From: David Guritz, Director

RE: General Use Ordinance – Discussion of Changes in Federal Law Concerning

Drone Usage

Date: January 5, 2022

# Per ASA Johnson

When amending the General Use Ordinance to address drones, the District cannot regulate the operation of drones –that must be done by the State of Illinois and the FAA. The District can only regulate how their property is used to preserve natural resources (e.g., locations, time of use, license requirements, etc.). The state law tasked IDOT with regulating drones in the State of Illinois, but IDOT really hasn't done much in this respect. So, at this time, the operation of drones is regulated by FAA rules and regulations. The FAA has developed regulations for commercial drone operators and guidelines for hobbyists. (FAA regulations will likely trump any conflicting state regulations, in the future.) If you would like to learn more about drone operators and rules and regulations, visit this website: https://knowbeforeyoufly.org/home. It gives you links to everything you want or need to know about drones and FAA rules. It was very helpful for me when trying to learn more about the different types of drones and drone laws. Hopefully, it is useful for you, too. For the most part, most counties include a provision in their General Use Ordinances that state the operator must comply with all FAA rules and regulations and all other applicable state and federal laws and regulations. I would suggest the District include similar language in their General Use Ordinance just to ensure the drone operators are complying with all applicable state and federal rules about drone use.

Resolution 18-09-002

AMENDING ORDINANCE #02-01

GENERAL USE REGULATION ORDINANCE

Kendall County Forest Preserve District

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

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

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

#### PROPOSED REVISION

Resolution 22-XX-001

AMENDING ORDINANCE #02-01

GENERAL USE REGULATION ORDINANCE

Kendall County Forest Preserve District

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

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

Start, fly or use any fuel powered, air-propulsioned or electric powered model or toy or any radio controlled model car, aircraft, boat or rocket or any like controlled toy or model, or drone (subject to FAA Part 101 unless the District has designated such areas for such activities or issued a permit for such activities. The Executive Director may grant, upon due application no less than 30 days in advance, a permit for use of like toys or models or drones subject to FAA Part 101 for special events, instruction classes or other functions on a case by case basis), except in those Areas or Waters designated by the Board for such use and then only in accordance with District rules, regulations and restrictions promulgated and Posted, as well as all applicable rules and regulations administered by any federal, state or local agency responsible for controlling such use.

No person shall operate, launch, take off, land, cause to launch, take off or land, or authorize the operation, take off, launching or landing of any Drones subject to FAA Part 107 of any kind from or on District Property without a permit, nor any Drones subject to FAA Part 101 except in designated areas or pursuant to a permit, and in no case:

- (1) in violation of the Federal Aviation Administration rules, regulations and safety guidelines governing such flight;
- (2) over or within fifty (50) horizontal feet of the property line of the following facilities: playground, tennis court, aquatic facility, golf course or skate park;
- (3) directly over any person, group of people or occupied space;
- (4) for the purpose of conducting surveillance (which is defined as the gathering of images, sounds, data or other information in a manner that intrudes upon the solitude, privacy or seclusion of a person or his/her private affairs or concerns), unless expressly permitted by law;
- (5) that is equipped with a firearm or other Weapon or with the intent to use the Drone or anything attached to the Drone to cause harm to persons or property;
- (6) whenever weather conditions would impair the operator's ability to do so safely; or
- (7) in a reckless or careless manner.

# NAPERVILLE PARK DISTRICT ORDINANCE NO. 641 CHAPTER II - SPECIFIC RESTRICTIONS ON CONDUCT AND BEHAVIOR Section 2.01. Aviation/Drones. (25/50)

- (a) No Person shall fly, cause to be flown or permit or authorize the flying of Aircraft of any kind at any time over District Property at an elevation lower than the minimum safety requirements established by the Federal Aviation Administration or other governmental authority, at an elevation which is lower than is reasonably safe under the circumstances, or in a manner which endangers the safety of any Person on District Property.
- (b) No Person shall parachute or make an ascent or descent in an Aircraft into or onto District Property or cause, permit or authorize another Person to parachute or otherwise ascend/descend from an Aircraft into or onto District Property unless a Permit therefor has first been obtained from the District in accordance with Chapter V of this Ordinance, except when necessitated by unavoidable emergency.
- (c) No Person shall, upon or in connection with any property of the District: start, fly or use any fuel-powered, battery-powered or electric-powered model or toy or any radio controlled model car, aircraft, boat or rocket or any like controlled or powered toy or model or drone subject to FAA Part 101 unless the Park District has designated such areas for such activities or issued a permit for such activities. The Director may grant, upon due application no less than 30 days in advance, a permit for use of like toys or models or drones subject to FAA Part 101 for special events, instruction classes or other functions on a case by case basis.
- (d) No person shall operate, launch, take off, land, cause to launch, take off or land, or authorize the operation, take off, launching or landing of any Drones subject to FAA Part 107 of any kind from or on Park District Property without a permit, nor any Drones subject to FAA Part 101 except in designated areas or pursuant to a permit, and in no case:
- (1) in violation of the Federal Aviation Administration rules, regulations and safety guidelines governing such flight;
- (2) over or within fifty (50) horizontal feet of the property line of the following facilities: playground, tennis court, aquatic facility, golf course or skate park;
- (3) directly over any person, group of people or occupied space;
- (4) for the purpose of conducting surveillance (which is defined as the gathering of images, sounds, data or other information in a manner that intrudes upon the solitude, privacy or seclusion of a person or his/her private affairs or concerns), unless expressly permitted by law;
- (5) that is equipped with a firearm or other Weapon or with the intent to use the Drone or anything attached to the Drone to cause harm to persons or property;
- (6) whenever weather conditions would impair the operator's ability to do so safely; or
- (7) in a reckless or careless manner.

## GENERAL USE REGULATION ORDINANCE NO. 124 OF THE FOREST PRESERVE DISTRICT OF WILL COUNTY, ILLINOIS

**SECTION 9: AVIATION.** Unless otherwise authorized by a PERMIT or by the written permission of the EXECUTIVE DIRECTOR, no PERSON shall: a. Make any ascent, descent, or landing in any balloon, aircraft, airplane, glider, hang glider, or other aviation device except in the case of an emergency. b. Operate or fly any unmanned aircraft or drone on or above DISTRICT PROPERTY.

#### Ordinance No. FP-O-09-95-213

## General Use Regulation Ordinance of the Forest Preserve District of Kane County Kane County, Illinois

Section 3 – Engine-Powered Models or Toys

No person shall, upon or in connection with any property of the District, engage in the following activities:

Start, fly or use any fuel-powered engine or jet-type or electric-powered model aircraft, aerial

drone, boat, land vehicle (including a "ride on" or "ride in" vehicle used by non-disabled person) rocket or similarly powered toy or model, except at those areas or waters designated

by the President or designee for such use, and then only in accordance with the rules, regulations and restrictions promulgated and posted, or as excepted by F.A.A. regulations.

#### 20-076

#### GENERAL USE REGULATION ORDINANCE FOREST PRESERVE DISTRICT OF DUPAGE COUNTY

#### Section 3--Engine-Powered or Radio Controlled Models or Toys.

No person shall upon or in connection with any property of the District: Start, fly or use any fuel-powered, air-propulsioned or electric-powered model or toy or any radio controlled model car, aircraft, drone, boat or rocket or any like controlled or powered toy or model, except at those areas or waters designated by the Executive Director and with a properly obtained permit. Where allowed, any radio controlled device shall be used in accordance with District rules, regulations, and restrictions duly set forth as part of such permit or as posted, as well as all applicable laws, rules, and regulations of the State of Illinois and the United States.

To: Kendall County Forest Preserve District Operations Committee

From: David Guritz, Director

RE: General Use Ordinance – Discussion of Changes in Federal Law Concerning

Drone Usage

Date: January 5, 2022

#### Per ASA Johnson

When amending the General Use Ordinance to address drones, the District cannot regulate the operation of drones -that must be done by the State of Illinois and the FAA. The District can only regulate how their property is used to preserve natural resources (e.g., locations, time of use, license requirements, etc.). The state law tasked IDOT with regulating drones in the State of Illinois, but IDOT really hasn't done much in this respect. So, at this time, the operation of drones is regulated by FAA rules and regulations. The FAA has developed regulations for commercial drone operators and guidelines for hobbyists. (FAA regulations will likely trump any conflicting state regulations, in the future.) If you would like to learn more about drone operators and rules and regulations, visit this website: https://knowbeforeyoufly.org/home. It gives you links to everything you want or need to know about drones and FAA rules. It was very helpful for me when trying to learn more about the different types of drones and drone laws. Hopefully, it is useful for you, too. For the most part, most counties include a provision in their General Use Ordinances that state the operator must comply with all FAA rules and regulations and all other applicable state and federal laws and regulations. I would suggest the District include similar language in their General Use Ordinance just to ensure the drone operators are complying with all applicable state and federal rules about drone use.

Resolution 18-09-002

AMENDING ORDINANCE #02-01

GENERAL USE REGULATION ORDINANCE

Kendall County Forest Preserve District

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

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

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

#### PROPOSED REVISION

Resolution 22-XX-001

AMENDING ORDINANCE #02-01

GENERAL USE REGULATION ORDINANCE

Kendall County Forest Preserve District

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

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

Start, fly or use any fuel powered, air-propulsioned or electric powered model or toy or any radio controlled model car, aircraft, boat or rocket or any like controlled toy or model, or drone (subject to FAA Part 101 unless the District has designated such areas for such activities or issued a permit for such activities. The Executive Director may grant, upon due application no less than 30 days in advance, a permit for use of like toys or models or drones subject to FAA Part 101 for special events, instruction classes or other functions on a case by case basis), except in those Areas or Waters designated by the Board for such use and then only in accordance with District rules, regulations and restrictions promulgated and Posted, as well as all applicable rules and regulations administered by any federal, state or local agency responsible for controlling such use.

No person shall operate, launch, take off, land, cause to launch, take off or land, or authorize the operation, take off, launching or landing of any Drones subject to FAA Part 107 of any kind from or on District Property without a permit, nor any Drones subject to FAA Part 101 except in designated areas or pursuant to a permit, and in no case:

- (1) in violation of the Federal Aviation Administration rules, regulations and safety guidelines governing such flight;
- (2) over or within fifty (50) horizontal feet of the property line of the following facilities: playground, tennis court, aquatic facility, golf course or skate park;
- (3) directly over any person, group of people or occupied space;
- (4) for the purpose of conducting surveillance (which is defined as the gathering of images, sounds, data or other information in a manner that intrudes upon the solitude, privacy or seclusion of a person or his/her private affairs or concerns), unless expressly permitted by law;
- (5) that is equipped with a firearm or other Weapon or with the intent to use the Drone or anything attached to the Drone to cause harm to persons or property;
- (6) whenever weather conditions would impair the operator's ability to do so safely; or
- (7) in a reckless or careless manner.

# NAPERVILLE PARK DISTRICT ORDINANCE NO. 641 CHAPTER II - SPECIFIC RESTRICTIONS ON CONDUCT AND BEHAVIOR Section 2.01. Aviation/Drones. (25/50)

- (a) No Person shall fly, cause to be flown or permit or authorize the flying of Aircraft of any kind at any time over District Property at an elevation lower than the minimum safety requirements established by the Federal Aviation Administration or other governmental authority, at an elevation which is lower than is reasonably safe under the circumstances, or in a manner which endangers the safety of any Person on District Property.
- (b) No Person shall parachute or make an ascent or descent in an Aircraft into or onto District Property or cause, permit or authorize another Person to parachute or otherwise ascend/descend from an Aircraft into or onto District Property unless a Permit therefor has first been obtained from the District in accordance with Chapter V of this Ordinance, except when necessitated by unavoidable emergency.
- (c) No Person shall, upon or in connection with any property of the District: start, fly or use any fuel-powered, battery-powered or electric-powered model or toy or any radio controlled model car, aircraft, boat or rocket or any like controlled or powered toy or model or drone subject to FAA Part 101 unless the Park District has designated such areas for such activities or issued a permit for such activities. The Director may grant, upon due application no less than 30 days in advance, a permit for use of like toys or models or drones subject to FAA Part 101 for special events, instruction classes or other functions on a case by case basis.
- (d) No person shall operate, launch, take off, land, cause to launch, take off or land, or authorize the operation, take off, launching or landing of any Drones subject to FAA Part 107 of any kind from or on Park District Property without a permit, nor any Drones subject to FAA Part 101 except in designated areas or pursuant to a permit, and in no case:
- (1) in violation of the Federal Aviation Administration rules, regulations and safety guidelines governing such flight;
- (2) over or within fifty (50) horizontal feet of the property line of the following facilities: playground, tennis court, aquatic facility, golf course or skate park;
- (3) directly over any person, group of people or occupied space;
- (4) for the purpose of conducting surveillance (which is defined as the gathering of images, sounds, data or other information in a manner that intrudes upon the solitude, privacy or seclusion of a person or his/her private affairs or concerns), unless expressly permitted by law;
- (5) that is equipped with a firearm or other Weapon or with the intent to use the Drone or anything attached to the Drone to cause harm to persons or property;
- (6) whenever weather conditions would impair the operator's ability to do so safely; or
- (7) in a reckless or careless manner.

# GENERAL USE REGULATION ORDINANCE NO. 124 OF THE FOREST PRESERVE DISTRICT OF WILL COUNTY, ILLINOIS

**SECTION 9: AVIATION.** Unless otherwise authorized by a PERMIT or by the written permission of the EXECUTIVE DIRECTOR, no PERSON shall: a. Make any ascent, descent, or landing in any balloon, aircraft, airplane, glider, hang glider, or other aviation device except in the case of an emergency. b. Operate or fly any unmanned aircraft or drone on or above DISTRICT PROPERTY.

#### **Ordinance No. FP-O-09-95-213**

## General Use Regulation Ordinance of the Forest Preserve District of Kane County Kane County, Illinois

Section 3 – Engine-Powered Models or Toys

No person shall, upon or in connection with any property of the District, engage in the following activities:

Start, fly or use any fuel-powered engine or jet-type or electric-powered model aircraft, aerial

drone, boat, land vehicle (including a "ride on" or "ride in" vehicle used by non-disabled person) rocket or similarly powered toy or model, except at those areas or waters designated

by the President or designee for such use, and then only in accordance with the rules, regulations and restrictions promulgated and posted, or as excepted by F.A.A. regulations.

#### 20-076

#### GENERAL USE REGULATION ORDINANCE FOREST PRESERVE DISTRICT OF DUPAGE COUNTY

Section 3--Engine-Powered or Radio Controlled Models or Toys.

No person shall upon or in connection with any property of the District: Start, fly or use any fuel-powered, air-propulsioned or electric-powered model or toy or any radio controlled model car, aircraft, drone, boat or rocket or any like controlled or powered toy or model, except at those areas or waters designated by the Executive Director and with a properly obtained permit. Where allowed, any radio controlled device shall be used in accordance with District rules, regulations, and restrictions duly set forth as part of such permit or as posted, as well as all applicable laws, rules, and regulations of the State of Illinois and the United States.

# Lisle Park District DRONE POLICY



#### Definitions and Policy Regulating the Use of Aircraft/Drones on or over District Property

"Aircraft" means any equipment or device that is used or intended to be used for human flight or is capable of flight, including but not limited to powerless flight.

"Drones" means any unmanned aircraft system that is capable of sustained flight or suspension in the atmosphere including unmanned aircraft commonly referred to as model airplanes, small unmanned aircraft or aerial systems, aerial hover craft, and any other remotely piloted or unmanned aircraft of any kind.

#### **Additional Resourses**

Forest Preserve of DuPage County Drone Use

www.dupageforest.org/drone\_use/

Federal Aviation Administration Unmanned Aircraft System (Drone) www.faa.gov/uas/



1925 Ohio Street, Lisle 630-964-3410

#### Lisle Park District Ordinance 13-02 (Conduct Ordinance), Section 2.01

#### AIRCRAFT/DRONES

(a) No Person shall operate or fly, cause to be operated or flown, or permit or authorize the operation or flying of Aircraft over District Property except in strict accordance with applicable laws governing such flight, including rules promulgated by the Federal Aviation Administration.

**(b)** No Person shall operate, launch, take off, land, cause to launch, take off or land, or authorize the operation, take off, launching or landing of any Aircraft of any kind from or on District Property, except when necessitated by unavoidable emergency.

(c) No Person shall parachute or otherwise descend from an Aircraft into or onto District Property or cause, permit or authorize another Person to parachute or otherwise descend from an Aircraft into or onto District Property except when necessitated by unavoidable emergency.

(d) No person shall operate, launch, take off, land, cause to launch, take off or land, or authorize the operation, take off, launching or landing of any Drones of any kind from or on District Property:

- In violation of the Federal Aviation Administration rules, regulations, and safety guidelines governing such flight\*;
- 2. Within fifty (50) horizontal feet of any property line, person, building, playground, tennis court, basketball court, parking lot, aquatic park, golf course, or skate park;
- 3. Directly over any person, group of people, or occupied space;
- 4. For the purpose of conducting surveillance (which is defined as the gathering of images, sounds, data, or other information in a manner that intrudes upon the solitude, privacy, or seclusion of a person or his/her private affairs or concerns), unless expressly permitted by law;
- 5. That is equipped with a firearm or other Weapon or with the intent to use the Drone or anything attached to the Drone to cause harm to persons or property;
- 6. Whenever weather conditions would impair the operator's ability to do so safely; or
- 7. In a reckless or careless manner.

### \*The Federal Aviation Administration (FAA) rules, regulations, and safety guidelines for operating drones include but are not limited to:

#### **BEFORE YOU FLY YOU MUST:**

- Register your UAS (drone) if it weighs more than 0.55 pounds
- · Label your UAS (drone) with your registration number
- Read and understand all safety guidelines

#### YOU MUST BE:

- 13 years of age or older (if the owner is less than 13 years of age, a person 13 years of age or older must register the small unmanned aircraft)
- A U.S. citizen or legal permanent resident

#### **FAA SAFETY GUIDELINES:**

- Fly at or below 400 feet
- Keep your UAS (drone) within sight
- Never fly near other aircraft, especially near airports
- · Never fly over groups of people
- Never fly over stadiums or sports events
- Never fly near emergency response efforts such as fires
- · Never fly under the influence
- Be aware of airspace requirements
- Use is prohibited within 5 miles of airports without prior notification to airport and air traffic control
- · Operators must ALWAYS yield right of way to manned aircraft
- · Operator must follow community based safety guidelines

A complete listing of FAA rules and regulations can be found on their website www.faa.gov/uas/

The Lisle Park District's endorsement of drone use is purely recreational. Competitive and/or high-speed maneuvering and stunt flying is better suited for more expansive and remote spaces than the Lisle Park District can provide, and therefore is prohibited. The Forest Preserve of DuPage County provides a few locations where this sort of activity may be permitted.

AN ACT concerning transportation.

# Be it enacted by the People of the State of Illinois, represented in the General Assembly:

Section 5. The Illinois Aeronautics Act is amended by adding Section 42.1 as follows:

(620 ILCS 5/42.1 new)

Sec. 42.1. Regulation of unmanned aircraft systems.

(a) As used in this Section:

"Unmanned aircraft" means a device used or intended to be used for flight in the air that is operated without the possibility of direct human intervention within or on the device.

"Unmanned aircraft system" means an unmanned aircraft and its associated elements, including communication links and the components that control the unmanned aircraft, that are required for the safe and efficient operation of the unmanned aircraft in the national airspace system.

(b) To the extent that State-level oversight does not conflict with federal laws, rules, or regulations, the regulation of an unmanned aircraft system is an exclusive power and function of the State. No unit of local government, including home rule unit, may enact an ordinance or resolution to regulate unmanned aircraft systems. This Section is a denial

Kendall County Forest Preserve District CBOT Average Gran Price Calculations 2021 Farm License Agreements Yield Payment Calculations

Average Grain Price Calculations are Based on the Closing Price on the Chicago Board of Trade futures market on the first trading day of each month from January through October. Basis is fixed at \$0.30 for corn and \$0.40 for soybeans.

Closing Month	Corn (CZ21)	Beans (SX21)	Close Date
Jan	\$4.3450	\$11.2075	1/4/2021
Feb	\$4.4775	\$11.5400	2/1/2021
Mar	\$4.6875	\$12.1925	3/1/2021
Apr	\$4.8450	\$12.6375	4/1/2021
May	\$5.6300	\$13.4475	5/3/2021
June	\$5.7700	\$13.9700	6/1/2021
July	\$5.8900	\$13.9550	7/1/2021
Aug	\$5.5925	\$13.5350	8/2/2021
Sept	\$5.2275	\$12.7775	9/1/2021
000	\$5.2275	\$12.7775	10/1/2021
Avg. Gr. Price	\$5.1693	\$12.8040	
Basis	\$0.300	\$0.400	
AGP-Basis	\$4.87	\$12.40	

Millbrook South	\$25,494.70
Millbrook North	\$31,462.00
Millington	\$22,933.80
2021 Base Rent Payment Total:	\$79,890.50

http://chselburn.com/ Source

Yield Calculation Formula	((Average Grain Price - Basis) X (Bushel Yield) + (Crop Insurance)) X 33.33%) - Base Rent Payments	Yield) + (Crop Insu	rance)) X 33.33%) - E	ase Rent Payments	
Millbrook South	118.58-acres @ \$215 per acre				Amount Owed = \$0.00 if Final Figure is a Negative Number
	Average Price - Basis	Bushel Yield	Bushel Yield Crop Insurance	2021 Base Rent Payment	Amount Owed to KCFPD
Calculation for Corn	\$4.869	23,344.00		\$25,494.70	\$12,392.61
	Average Price - Basis	Rushal Viald	Bushal Viald Crop Incurance	Date Date On the Contract of t	Annual
		2010	Clop madiance	Dase neitt rayillellis	Amount Owed to KCPPU
Calculation for Soybeans	\$12.404				\$0.00
Yield Calculation Formula	((Average Grain Price - Basis) X (Bushel Yield) + (Crop Insurance)) X 33.33%) - Base Rent Payments	Yield) + (Crop Insu	rance)) X 33,33%) - E	iase Rent Payments	
PACIFICATION OF STATE					Amount Owed = \$0.00 if Final
MIIIDIOOK NOLLI	157.31-acres @ \$200 per acre				Figure is a Negative Number

Figure is a Negative Number
Amount Owed to KCFPD
\$0.00

2021 Base Rent Payment

Bushel Yield Crop Insurance

Average Price - Basis \$4.869

Calculation for Corn

Bushel Yield Crop Insurance 9132

Average Price - Basis \$12.404

	Average Price - Basis	Bushel Yield	Bushel Yield Crop Insurance	Base Rent Payments	Amount Owed to KCEDD
Calculation for Soybeans	\$12.404	9132		\$31,462.00	\$6,295.78
Yield Calculation Formula	((Average Grain Price - Basis) X (Bushel Yield) + (Crop Insurance)) X 33.33%) - Base Rent Payments	hel Yield) + (Crop Insu	rance)) X 33.33%) - B	ase Rent Payments	
Millington	127.41-acres @ \$180 per acre				Amount Owed = \$0.00 if Final Figure is a Negative Number
	Average Price - Basis	Bushel Yield	Bushel Yield Crop Insurance	2021 Base Rent Payment	Amount Owed to KCEPD
Calculation for Corn	\$4.869	25,364.00		\$22,933.80	\$18.231.97
	America Deiro	Lieby ledon			
	AVCI age LINE - Dasis	pasitel rield	positei rield Crop insurance	base Kent Payments	Amount Owed to KCFPD
Calculation for Soybeans	\$12.404				\$0.00

\$37,160.36	Total Calculated Yield Payment
\$240.00	Grain Dryer Rent for 24,000 Bu
\$36,920.36	2020 Yield Payment Total

Average Grain Price Calculation		_		_	-				
futures market on the first tradit			through Oc	ctober.					
Basis is fixed at \$0.30 for corn	und \$0.40 for so	ybeans.							
				P					
CBOT - 2021 Figures					Source				
Closing Month	Corn (CZ21)	Beans (SX21)	Close Date	_ ht	tp://chselburn.com/				
J	an \$4.3450	\$11.2075	1/4/21						
F	sb \$4.4775	\$11.5400	2/1/21	]			M		
M		\$12.1925					79		
A		\$12.6375	4/1/21	1		Millbrook South	\$25,494.70		
M	*	\$13.4475	5/3/21	-		Millbrook North	\$31,462.00		
Ju	-	\$13.9700	6/1/21	-		Millington	\$22,933.80		
Ju	-	\$13.9550	7/1/21		2021 Base Rent Paym	ent Total:	\$79,890.50		
A		\$13,5350	8/2/21	-					
Se	ot \$5.2275 ot \$5.2275	\$12.7775 \$12.7775	9/1/21	-					
Avg. Gr. Price	\$5.1692	\$12.8040	10/1/21	1					
Basis	\$0.300	\$0,400							
		\$12.40		1			-		
AGP-Basis  Yield Calculation Formula	\$4.87		X (Bushel Yi	eld) + (Crop Insu	rance)) X 33.33%) -	Base Rent Payment	ts		20.00 (57: 1.7)
	((Average Gr		X (Bushel Yi	ield) + (Crop Insu	rance)) X 33.33%) -	Base Rent Payment	ts		= \$0.00 if Final Figure gative Number
Yield Calculation Formula	((Average Gr	ain Price - Basis) 2		eld) + (Crop Insu Bushel Yield	crance)) X 33.33%) -	Base Rent Payment 2021 Base Re		is a Ne	
Yield Calculation Formula	((Average Gr	ain Price - Basis) 2 @ \$215 per acre						is a Ne	gative Number
Yield Calculation Formula  Millbrook South	((Average Grant 118.58-acres	ain Price - Basis) 2  @ \$215 per acre  rerage Price - Basis \$4.869		Bushel Yield 23,394	Crop Insurance	2021 Base Re	ent Payment	is a Ne.	outive Number  Dwed to KCFPD  Series
Yield Calculation Formula  Millbrook South  Calculation for Corn	((Average Grant 118.58-acres	ain Price - Basis) 2  @ \$215 per acre rerage Price - Basis \$4.869 rerage Price - Basis				2021 Base Re	ent Payment Payments	Amount (	owed to KCFPD  Soree  Owed to KCFPD
Yield Calculation Formula  Millbrook South	((Average Grant 118.58-acres	ain Price - Basis) 2  @ \$215 per acre  rerage Price - Basis \$4.869		Bushel Yield 23,394	Crop Insurance	2021 Base Re	ent Payment Payments	Amount (	outive Number  Dwed to KCFPD  Series
Yield Calculation Formula  Millbrook South  Calculation for Corn	((Average Gr 118.58-acres	ain Price - Basis) 2  @ \$215 per acre  rerage Price - Basis \$4.869  rerage Price - Basis \$12.404	5	Bushel Yield  Bushel Yield	Crop Insurance	2021 Base Re Base Rent I \$25,49	Payments 14.70	Amount (	owed to KCFPD  Soree  Owed to KCFPD
Yield Calculation Formula  Millbrook South  Calculation for Corn  Calculation for Soybeans	((Average Grant Average Grant Average Grant Gran	ain Price - Basis) 2  @ \$215 per acre  rerage Price - Basis \$4.869  rerage Price - Basis \$12.404	5	Bushel Yield  Bushel Yield	Crop Insurance Crop Insurance	2021 Base Re Base Rent I \$25,49	Payments 14.70	Amount Owed	owed to KCFPD  Soree  Owed to KCFPD
Yield Calculation Formula  Millbrook South  Calculation for Corn  Calculation for Soybeans  Yield Calculation Formula	((Average Grant Average Grant	ain Price - Basis) 2  @ \$215 per acre rerage Price - Basis \$4.869 rerage Price - Basis \$12.404 ain Price - Basis) 2	s S Y (Bushel Yie	Bushel Yield  Bushel Yield	Crop Insurance Crop Insurance	2021 Base Re Base Rent I \$25,49	Payments 04.70	Amount Owed sis a Neg	pative Number  Owed to KCFPD  Soreo  Owed to KCFPD  5,494.70  = \$0.00 if Final Figure
Yield Calculation Formula  Millbrook South  Calculation for Corn  Calculation for Soybeans  Yield Calculation Formula	((Average Grant Average Grant	ain Price - Basis) 2  @ \$215 per acre  rerage Price - Basis \$4.869  rerage Price - Basis \$12.404  ain Price - Basis) 2  @ \$200 per acre	s S Y (Bushel Yie	Bushel Yield Bushel Yield Bushel Yield eld) + (Crop Insur	Crop Insurance Crop Insurance ance)) X 33.33%) -	Base Rent I \$25,49 Base Rent Payment.	Payments 04.70 cs	Amount Owed sis a Neg	pative Number  Owed to KCFPD  Soreo  Owed to KCFPD  5,494.70  = \$0.00 if Final Figure pative Number
Yield Calculation Formula  Millbrook South  Calculation for Com  Calculation for Soybeans  Yield Calculation Formula  Millbrook North	((Average Grant 118.58-acres  Av  Av  ((Average Grant 157.31-acres	ain Price - Basis) 2  @ \$215 per acre  rerage Price - Basis \$4.869  rerage Price - Basis \$12.404  ain Price - Basis) 2  @ \$200 per acre  rerage Price - Basis \$4.869	s Y (Bushel Yie	Bushel Yield  Bushel Yield  Bushel Yield  Bushel Yield	Crop Insurance  Crop Insurance  cance)) X 33.33%) -	Base Rent I \$25,49  Base Rent Payment.  2021 Base Re \$31,46	Payments 04.70 ent Payment ss ent Payment 52.00	Amount Owed = is a Neg Amount O - \$2	owed to KCFPD  Series  Owed to KCFPD  Source
Yield Calculation Formula  Millbrook South  Calculation for Corn  Calculation for Soybeans  Yield Calculation Formula  Millbrook North  Calculation for Corn	((Average Grant 118.58-acres  Av  Av  ((Average Grant 157.31-acres	ain Price - Basis) 2  @ \$215 per acre rerage Price - Basis \$4.869  rerage Price - Basis \$12.404  ain Price - Basis) 2  @ \$200 per acre rerage Price - Basis \$4.869	s Y (Bushel Yie	Bushel Yield  Bushel Yield  eld) + (Crop Insur  Bushel Yield  Bushel Yield	Crop Insurance Crop Insurance ance)) X 33.33%) -	Base Rent I \$25,49  Base Rent Payment.	Payments 04.70 ent Payment ss ent Payment 52.00	Amount C	owed to KCFPD  25,494.70  26,000 if Final Figure Exactive Number  Dived to KCFPD  1,462.00  Owed to KCFPD
Yield Calculation Formula  Millbrook South  Calculation for Com  Calculation for Soybeans  Yield Calculation Formula  Millbrook North	((Average Grant 118.58-acres  Av  Av  ((Average Grant 157.31-acres	ain Price - Basis) 2  @ \$215 per acre  rerage Price - Basis \$4.869  rerage Price - Basis \$12.404  ain Price - Basis) 2  @ \$200 per acre  rerage Price - Basis \$4.869	s Y (Bushel Yie	Bushel Yield  Bushel Yield  Bushel Yield  Bushel Yield	Crop Insurance  Crop Insurance  cance)) X 33.33%) -	Base Rent I \$25,49  Base Rent Payment.  2021 Base Re \$31,46	Payments 04.70 ent Payment ss ent Payment 52.00	Amount Owed = is a Neg Amount O - \$2	owed to KCFPD  25,494.70  26,000 if Final Figure Exactive Number  Dived to KCFPD  1,462.00  Owed to KCFPD
Yield Calculation Formula  Millbrook South  Calculation for Corn  Calculation for Soybeans  Yield Calculation Formula  Millbrook North  Calculation for Corn	((Average Grant 118.58-acres Average Grant 157.31-acres Average Grant 157.3	ain Price - Basis) 2  (a) \$215 per acre  (erage Price - Basis) 2  (erage Price - Basis) 3  (erage Price - Basis) 2  (a) \$200 per acre  (erage Price - Basis) 4  (erage Price - Basis) 5  (erage Price - Basis) 6  (erage Price - Basis) 6  (erage Price - Basis) 7  (erage Pric	K (Bushel Yie	Bushel Yield  Bushel Yield  eld) + (Crop Insurable)  Bushel Yield  Bushel Yield	Crop Insurance  Crop Insurance  cance)) X 33.33%) -	Base Rent I S25,49 Base Rent Payment 2021 Base Re \$31,46	Payments 14.70 15 15 16 17 18 18 19 19 19 19 19 19 19 19 19 19 19 19 19	Amount C	owed to KCFPD  25,494.70  26,000 if Final Figure Exactive Number  Dived to KCFPD  1,462.00  Owed to KCFPD
Yield Calculation Formula  Millbrook South  Calculation for Corn  Calculation for Soybeans  Yield Calculation Formula  Millbrook North  Calculation for Corn  Calculation for Soybeans	((Average Grant Average Grant	ain Price - Basis) 2  (a) \$215 per acre  (erage Price - Basis) 2  (erage Price - Basis) 3  (erage Price - Basis) 2  (a) \$200 per acre  (erage Price - Basis) 4  (erage Price - Basis) 5  (erage Price - Basis) 6  (erage Price - Basis) 6  (erage Price - Basis) 7  (erage Pric	K (Bushel Yie	Bushel Yield  Bushel Yield  eld) + (Crop Insurable)  Bushel Yield  Bushel Yield	Crop Insurance  Crop Insurance  Crop Insurance  Crop Insurance	Base Rent I S25,49 Base Rent Payment 2021 Base Re \$31,46	Payments 14.70 15 15 16 17 18 18 19 19 19 19 19 19 19 19 19 19 19 19 19	Amount Owed =  Amount Occupance of the control of t	owed to KCFPD  25,494.70  26,000 if Final Figure Exactive Number  Dived to KCFPD  1,462.00  Owed to KCFPD
Yield Calculation Formula  Millbrook South  Calculation for Corn  Calculation for Soybeans  Yield Calculation Formula  Millbrook North  Calculation for Corn  Calculation for Soybeans  Yield Calculation Formula	((Average Grant Average Grant	ain Price - Basis) 2  @ \$215 per acre  ferage Price - Basis \$4.869  ferage Price - Basis \$12.404  ain Price - Basis \$4.869  ferage Price - Basis \$4.869  ferage Price - Basis \$12.404  ain Price - Basis	S Y (Bushel Yie	Bushel Yield	Crop Insurance  Crop Insurance  Crop Insurance  Crop Insurance	Base Rent I S25,49 Base Rent Payment 2021 Base Re \$31,46	Payments 14.70 15 15 16.10 17 18 18 19 19 19 19 19 19 19 19 19 19 19 19 19	Amount Owed = is a Neg	gative Number  Owed to KCFPD  25,494.70  Second Sec
Yield Calculation Formula  Millbrook South  Calculation for Corn  Calculation for Soybeans  Yield Calculation Formula  Millbrook North  Calculation for Corn  Calculation for Soybeans  Yield Calculation Formula	((Average Grant Average Grant	ain Price - Basis) 2  @ \$215 per acre  rerage Price - Basis \$4.869  rerage Price - Basis \$12.404  ain Price - Basis \$4.869  rerage Price - Basis \$4.869  rerage Price - Basis \$4.869  rerage Price - Basis \$12.404  ain Price - Basis) 2  @ \$180 per acre	S Y (Bushel Yie	Bushel Yield  Bushel Yield  Bushel Yield  Bushel Yield  Bushel Yield  Place of the property of	Crop Insurance  Crop Insurance  Crop Insurance  Crop Insurance  Crop Insurance  Crop Insurance	Base Rent I  \$25,49  Base Rent Payment.  2021 Base Re \$31,46  Base Rent I  Base Rent I	Payments 14.70 15 15 16.10 17 18 18 19 19 19 19 19 19 19 19 19 19 19 19 19	Amount Owed = is a Neg	owed to KCFPD  Science  Dived to KCFPD  Science  Dived to KCFPD  Science  Solved to KCFPD  Science  Solved to KCFPD  1,462.00  Dived to KCFPD  Science  Solved to KCFPD
Yield Calculation Formula  Millbrook South  Calculation for Corn  Calculation for Soybeans  Yield Calculation Formula  Millbrook North  Calculation for Corn  Calculation for Soybeans  Yield Calculation Formula  Millington	((Average Grant 118.58-acres Average Grant 157.31-acres Average Grant 127.41-acres Average Grant 127.4	ain Price - Basis) 2  @ \$215 per acre  erage Price - Basis \$4.869  erage Price - Basis \$12.404  ain Price - Basis \$4.869  erage Price - Basis \$4.869  erage Price - Basis \$12.404  ain Price - Basis \$12.404  ain Price - Basis \$12.404	S  Y (Bushel Yie	Bushel Yield  Bushel Yield  Bushel Yield  Bushel Yield  Bushel Yield  Plant Crop Insur	Crop Insurance  Crop Insurance  Crop Insurance  Crop Insurance  Crop Insurance  Crop Insurance	Base Rent I  \$25,49  Base Rent Payment  2021 Base Re  \$31,46  Base Rent Payment  2021 Base Rent I	Payments  14.70  15.  16. Payment  16. Payment  16. Payment  16. Payment  17. Payment  18. Payment	Amount Owed = is a Neg	owed to KCFPD  Science  Divide to KCFPD  Science  Divide to KCFPD  Science  Solved to KCFPD
Yield Calculation Formula  Millbrook South  Calculation for Corn  Calculation for Soybeans  Yield Calculation Formula  Millbrook North  Calculation for Corn  Calculation for Soybeans  Yield Calculation Formula  Millington	((Average Grant 118.58-acres Average Grant 157.31-acres Average Grant 127.41-acres Average Grant 127.4	ain Price - Basis) 2  @ \$215 per acre  erage Price - Basis \$4.869  erage Price - Basis \$12.404  ain Price - Basis \$4.869  erage Price - Basis \$4.869  erage Price - Basis \$4.869  erage Price - Basis \$12.404  ain Price - Basis) 2  @ \$180 per acre  erage Price - Basis	S  Y (Bushel Yie	Bushel Yield	Crop Insurance  Crop Insurance  Crop Insurance  Crop Insurance  Crop Insurance  Crop Insurance	Base Rent I  \$25,49  Base Rent Payment.  2021 Base Re \$31,46  Base Rent I  Base Rent I	Payments  Payments  14.70  15.  16. Payment  16. 2.00  Payments  17. Payment  18. Payment  18. Payment  18. Payment	Amount Owed = is a Neg	owed to KCFPD  Scale  Owed to KCFPD  Scale  Owed to KCFPD  Scale  Owed to KCFPD  Scale  Scale  Scale  Owed to KCFPD  1,462.00  Owed to KCFPD  Owed to KCFPD  Scale

Kendall County Forest Preserve District 2021 Farm License Agreements Yield Payment Calculations CBOT Average Gran Price Calculations

Total owed - #37,160.36

Grain Dryer Rent f

Total Calculated Yield Payment

340 cc

-\$79,890.50

### Millbrook South

Corn

23,344bu. Total X\$4.869=\$113,661.94

One third share = \$37,887.31

Minus base rent. -\$25,494.70

Rent remainder due. +\$12,392.61

Millbrook South yield per acre-197 bpa. Total rent per acre-\$319.50/ac.

#### Millbrook North

Soybeans

9,132bu.. Total X\$12.404=\$113,273.33

One third share. =\$37,757.78

Minus base rent. -\$31,462.00

Rent remainder due. +\$6,295.78

Millbrook North yield per acre-58 bpa. Total rent per acre-\$240.02/ac.

### Millington Crimmons Rd.

Corn

25,364 bu. Total X\$4.869 =\$123,497.32

One third share. =\$41,165.77

Minus base rent. -\$22,933.80

Rent remainder due. +\$18,231.97

Millington Crimmons Rd. Yield per acre-199bpa. Total rent per acre-\$323.09/ac.

Millbrook South -\$12,392.61

Millbrook North -\$6,295.78

Millington. -\$18231.97

Total rent. +\$36,920. 36

Bin rental. +. \$240.00

Total owed. +\$37,160.36

To: Kendall County Forest Preserve District Operations Committee

From: Antoinette White, Grounds and Natural Resources Division Supervisor

RE: December Grounds Maintenance and Natural Resources Report

Date: January 5, 2022

The Grounds Maintenance staff at Hoover and Harris have been continuing upkeep of grounds, buildings, and equipment. There has been additional time spent to prepare equipment for the winter and snow, as well as time spent on snow removal. Staff has also done tree removal and firewood preparations. Harris staff has spent and will continue to spend time to reduce the scope of work for the Pickerill-Pigott project by clearing trees and demolishing the kitchen island. There has been contracted clearing with Pizzo and Associates at Lyon Forest Preserve for the Landscape Scale Restoration Grant.

The District's CWD Monitoring Bow Hunt program has continued to see harvest this past month. Total antierless is at 20, and total buck harvest is at 18.

The Harris Grounds Maintenance team has completed substantial clearing of invasive species at Shuh-Shuh-Gah Canoe Launch this past month. Below are before and after pictures of the clearing.











