

**KENDALL COUNTY FOREST PRESERVE DISTRICT
FINANCE COMMITTEE MEETING
AGENDA
THURSDAY, OCTOBER 27, 2022
4:00 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. Motion to Forward Claims to Commission for Approval
- VI. Review of Financial Statements through September 30, 2022

OLD BUSINESS

No items posted for consideration.

NEW BUSINESS

- A. Reservation Woods Acquisition Project - Third Party Verification of Carbon Credits and National Sale Representation
- B. **MOTION:** Approval to Forward the FY23 Salary and Benefits Schedule to the Committee of the Whole
- C. **MOTION:** Approval to Forward the Revised Environmental Education and Special Projects Manager Position Description to the Committee of the Whole
- D. **MOTION:** Approval to Forward the FY23 Budget and Final Budget Ordinances to the Committee of the Whole
- E. **MOTION:** Approval to Forward Ordinance #22-11-001- FY23 Operating Fund Levy to the Committee of the Whole
- F. **MOTION:** Approval to Forward Ordinance #22-11-002 - FY23 Combined Budget and Appropriations Ordinance to the Committee of the Whole
- G. Pickerill-Pigott Estate House – Construction Updates
 - I. Construction Project Updates
 - II. Change Order Approvals
- VII. Fox River Bluffs RTP Project – Construction Updates
 - I. Construction Progress Updates
 - II. Change Order Approvals
- VIII. **MOTION:** Approval to Forward the GRNE Solarfield 23, LLC Power Purchase and Site Lease for Solar Installation Agreements to the Kendall County State’s Attorney’s Office for Review
- IX. **MOTION:** Approval to Forward the Hey and Associates, Inc. Professional Services Proposal for Dam Removal Project at Little Rock Creek Forest Preserve to the Committee of the Whole
- X. **OTHER ITEMS OF BUSINESS**

No items posted for consideration.
- XI. Public Comments
- XII. Executive Session
- XIII. Adjournment

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

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

Claims Listing

10/26/2022 1:02:48 PM

Department	Vendor #	Vendor Name	Invoice #	Invoice Description	GL Account	Description	Invoice Amount	
County Board	3981	NATHAN MELENDEZ	22-00278	East Wing Conf Room Sec Dep Return	140325 66500	Miscellaneous Expense	\$100.00	
						Sub-Total	\$100.00	
					County Board	Total	\$100.00	
	Ellis Barn	21	ADS, INC	147996103122	Alarm services-Ellis	19001161 68580	Grounds and Maintenance	\$178.88
		1060	JOHN DEERE FINANCIAL	1113- 41567103122	Ellis supplies-Barn and Animals	19001161 68580	Grounds and Maintenance	\$71.94
		1323	MENARDS	54878	Tape, bolts, washers, wood, screws, nuts	19001161 68580	Grounds and Maintenance	\$125.01
		1323	MENARDS	55458	Adjustable post	19001161 68580	Grounds and Maintenance	\$27.99
		1323	MENARDS	55555	Treated Wood 2'x'10'	19001161 68580	Grounds and Maintenance	\$47.96
		1477	O'MALLEY WELDING & FABRICATING INC	20499	Gate Repair at Ellis	19001161 68580	Grounds and Maintenance	\$125.00
							Sub-Total	\$576.78
					Ellis Barn	Total	\$576.78	
Ellis House		51	SYNCB/AMAZON	1NMF-1KHN-JF6G	Ink Cartridge	19001160 62000	Office Supplies	\$51.88
							Sub-Total	\$51.88
	21	ADS, INC	147996103122	Alarm services-Ellis	19001160 68580	Grounds and Maintenance	\$178.87	
	51	SYNCB/AMAZON	1XTF-PTTF-G9PY	Under Counter Lights	19001160 68580	Grounds and Maintenance	\$24.98	
	124	BARRETT'S ECOWATER	0010381103122	Ellis Water Service	19001160 68580	Grounds and Maintenance	\$79.53	
	1323	MENARDS	51407	Paper cups-Ellis House	19001160 68580	Grounds and Maintenance	\$10.47	
	1323	MENARDS	55094	Trash bags, cleaner, fabreeze	19001160 68580	Grounds and Maintenance	\$25.45	

	1323	MENARDS	55814	Cleaner, lightbulbs, bathroom spray	19001160 68580	Grounds and Maintenance	\$19.04
						Sub-Total	\$338.34
						Ellis House Total	\$390.22
Ellis Riding Lessons							
	51	SYNCB/AMAZON	1C4K-1LVG-YK6R	Cat Food	19001164 63000	Animal Care & Supplies	\$30.79
	51	SYNCB/AMAZON	1Y3Q-Y4JR-D6G4	Horse Feed	19001164 63000	Animal Care & Supplies	\$44.99
						Sub-Total	\$75.78
Ellis Weddings						Ellis Riding Lessons Total	\$75.78
	3985	ALEC DUDLEY	SecDepReturnEllis	Ellis Wedding Sec Dep Return	19001168 63040	Security Deposit Refund	\$300.00
						Sub-Total	\$300.00
Environ. Educ. Other Pblc Prg						Ellis Weddings Total	\$300.00
	51	SYNCB/AMAZON	1NTD-CDYC-XD9W	Binder clips, paint, bags, animal supplies	19001179 63030	Program Supplies	\$65.97
						Sub-Total	\$65.97
Environmental Educ. Natrl Beg.						Environ. Educ. Other Pblc Total	\$65.97
	51	SYNCB/AMAZON	1NTD-CDYC-XD9W	Binder clips, paint, bags, animal supplies	19001178 63030	Program Supplies	\$28.18
						Sub-Total	\$28.18
	3977	RITA CORONADO	NB Refund-Coronado	NB Refund-Quarterly Payment	19001178 63040	Security Deposit Refund	\$553.50
	3978	KELLY SMITH	NB Refund-Smith	NB Quarterly Payment Refund	19001178 63040	Security Deposit Refund	\$553.50
	3979	STEPHANIE AMOR-ARTEAGA	NB Refund-Arteaga	NB Quarterly Payment Refund	19001178 63040	Security Deposit Refund	\$435.63
						Sub-Total	\$1,542.63
Forest Preserve Director						Environmental Educ. Natrl Total	\$1,570.81
	1020	ILLINOIS STATE POLICE SERVICES FUND	MS110655810312	Background Checks	190011 62000	Office Supplies	\$10.00
						Sub-Total	\$10.00

3262	WIGHT & COMPANY	210143-004		Subat Professional Services	190411 62150	Contractual Services	\$4,000.00
						Sub-Total	\$4,000.00
67	AMEREN ILLINOIS	278644400610312		Millbrook S Electric	190011 63510	Electric	\$25.85
2047	COMED	936157800010312		ComEd Baker Woods	190011 63510	Electric	\$18.67
						Sub-Total	\$44.52
2838	SCOTT KOBAL	Lyon Young Floristic		Floristic Survey Lyon Young	190711 66500	Miscellaneous Expense	\$3,500.00
						Sub-Total	\$3,500.00
1199	KLUBER, INC.	8206		Pickerill Roofing Project	190711 68500	Project Fund Expenses	\$286.25
1323	MENARDS	51393		Roofing Materials	190711 68500	Project Fund Expenses	\$456.64
						Sub-Total	\$742.89
1199	KLUBER, INC.	8205		Pickerill Conversion	191311 70650	Professional Services (A&E)	\$2,514.26
						Sub-Total	\$2,514.26
						Forest Preserve Director Total	\$10,811.67
1589	RAY'S REPAIR	07-4172		Gas Motor Repair	19001183 62160	Equipment	\$155.00
						Sub-Total	\$155.00
1655	SERVICE SANITATION, INC	50-493234103122		Portable Toilet Service	19001183 63070	Refuse Pickup	\$504.75
						Sub-Total	\$504.75
1452	NICOR	856626101211031		Nicor Millbrook S	19001183 63090	Natural Gas	\$164.17
1452	NICOR	879461100011031		Nicor Harris	19001183 63090	Natural Gas	\$172.91
						Sub-Total	\$337.08

Grounds and Natural Resources

1323	MENARDS	55047	Tarp	19001183 63110	Shop Supplies	\$13.46
					Sub-Total	\$73.46
					Grounds and Natural	
					Total	\$1,010.29
Hoover						
2062	VORTEX	6673	Calibration of flow meter	19001171 62270	Utilities	\$600.00
					Sub-Total	\$600.00
3533	SHANDRA TREMAIN	22-00277	MHL Sec Dep Return	19001171 63040	Security Deposit	\$82.50
3940	YASMEEN MENDOZA	22-00218	MHL Sec Dep Return- Remaining balance	19001171 63040	Security Deposit	\$35.00
3980	JACK & JILL CHICAGO CHAPTER	22-00241	Blazing and Moonseed Sec Dep Return	19001171 63040	Security Deposit	\$200.00
3982	BAYLIE YARD	22-00195	MHL Sec Dep Return	19001171 63040	Security Deposit	\$180.00
3983	LORI WELU	22-00219	MHL Sec Dep Return	19001171 63040	Security Deposit	\$187.50
					Refund	
					Sub-Total	\$685.00
1452	NICOR	228270830271031	Nicor Hoover Shop	19001171 63090	Natural Gas	\$54.09
		22				
1452	NICOR	233366982971031	Nicor Rookery	19001171 63090	Natural Gas	\$64.84
		22				
1452	NICOR	246142036281031	Nicor Blazing Star	19001171 63090	Natural Gas	\$51.04
		22				
1452	NICOR	282352997331031	Nicor Moonseed	19001171 63090	Natural Gas	\$62.66
		22				
1452	NICOR	308310348941031	Nicor Kingfisher	19001171 63090	Natural Gas	\$73.41
		22				
1452	NICOR	509801971281031	Nicor Meadowhawk Lodge	19001171 63090	Natural Gas	\$59.84
		22				
1452	NICOR	723893741241031	Nicor Hoover Residence	19001171 63090	Natural Gas	\$48.76
		22				
1452	NICOR	885514011491031	Nicor Hoover Maintenance	19001171 63090	Natural Gas	\$6,056.00
		22				
					Sub-Total	\$6,470.64
2047	COMED	079367301510312	ComEd Hoover Multiple	19001171 63100	Electric	\$557.27
		2				
					Sub-Total	\$557.27

				Hoover	Total	\$8,312.91	
Pickerill - Pigott	2047	COMED	936154801110312 2	ComEd Pickerill House	19001184 63100	Electric	\$226.76
						Sub-Total	\$226.76
						Pickerill - Pigott Total	\$226.76
						Grand Total	\$23,441.19

Kendall County Forest Preserve
Income Statement
For Period Ended 9/30/2022

10 Month Budget Percent = 83.3%

FOREST PRESERVES & PROGRAMS

	Current Year FY22			Prior Year FY21			YTD Variance	
	Budget	YTD	%	Budget	YTD	%	\$ Change	% Change
Beginning Balance	\$ 470,609	\$ 470,609		\$ 171,805	\$ 171,805		\$ 298,803	
Revenue								
Revenue - Administration	783,939	770,470	98.3%	967,815	949,033	98.1%	-178,563	-19%
Revenue - Ellis House & Equestrian Center	159,168	126,080	79.2%	139,822	154,909	110.8%	28,829	19%
Revenue - Hoover FP	55,218	64,626	117.0%	35,031	38,720	110.5%	25,906	67%
Revenue - Env. Education	201,570	190,297	94.4%	161,847	151,452	93.6%	38,845	26%
Revenue - Natural Area Volunteers	-	-		-	-		-	
Revenue - Grounds & Natural Resources	30,365	37,219	122.6%	29,171	28,740	98.5%	8,479	30%
Revenue - Pickerill Pigott FP	750	-	0.0%	5,230	5,230	100.0%	-5,230	-100%
Total Revenue	1,231,010	1,188,692	96.6%	1,338,916	1,328,084	99.2%	(139,393)	-10%
Expenditure								
Expenditure - Administration	382,868	288,832	75.4%	357,417	275,253	77.0%	13,579	5%
Expenditure - Ellis House & Equestrian Center	194,827	155,438	79.8%	188,126	153,388	81.5%	2,049	1%
Expenditure - Hoover FP	227,320	177,264	78.0%	203,880	163,297	80.1%	13,967	9%
Expenditure - Env. Education	180,703	133,366	73.8%	180,492	132,846	73.6%	520	0%
Expenditure - Natural Area Volunteers	-	-		-	-		-	
Expenditure - Grounds & Natural Resources	237,039	194,263	82.0%	206,237	159,499	77.3%	34,785	22%
Expenditure - Pickerill Pigott FP	8,255	5,974	72.4%	7,450	3,911	52.5%	2,063	53%
Total Expenditure	1,231,012	955,137	77.6%	1,143,602	888,194	77.7%	66,943	8%
ENDING BAL	\$ 470,607	\$ 704,163		\$ 367,119	\$ 611,696		\$ 92,467	15.1%
Surplus/(Deficit)	\$ (2)	\$ 233,555		\$ 195,314	\$ 439,890		\$ (206,336)	

Kendall County Forest Preserve
Income Statement
For Period Ended 9/30/2022

10 Month Budget Percent = 83.3%

FOREST PRESERVE CATEGORIES

	Current Year FY22			Prior Year FY21			YTD Variance	
	Budget	YTD	%	Budget	YTD	%	\$ Change	% Change
Beginning Balance	\$ 470,609	\$ 470,609		\$ 171,805	\$ 171,805		\$ 298,803	
Revenue								
Property Tax	660,740	648,929	98.2%	640,646	621,338	97.0%	27,590	4%
Interest Income	200	323	161.5%	591	142	24.0%	181	128%
Other Income	42,357	49,007	115.7%	32,943	40,043	121.6%	8,964	22%
Donations	8,900	5,448	61.2%	8,950	1,000	11.2%	4,448	445%
Rental Revenue	54,133	64,939	120.0%	36,269	42,779	117.9%	22,161	52%
Program Revenue	345,338	310,361	89.9%	290,569	292,861	100.8%	17,500	6%
Grants	-	-	-	-	-	-	-	-
Farm License Revenue	96,682	96,682	100.0%	95,379	93,330	97.9%	3,352	4%
Security Deposits	19,700	10,257	52.1%	16,217	19,101	117.8%	-8,845	-46%
Credit Card Revenue	2,960	2,747	92.8%	2,219	2,359	106.3%	388	16%
Transfers In	-	-	-	215,133	215,132	100.0%	-215,132	-100%
Total Revenue	1,231,010	1,188,692	96.6%	1,338,916	1,328,084	99.2%	(139,393)	-10%
Expenditure								
Personnel	673,924	541,780	80.4%	673,175	514,912	76.5%	26,869	5%
Benefits	268,734	200,951	74.8%	236,241	192,889	81.6%	8,061	4%
Contractual	60,504	52,402	86.6%	53,541	44,967	84.0%	7,436	17%
Commodities	138,377	109,323	79.0%	115,221	88,821	77.1%	20,502	23%
Other	89,473	50,681	56.6%	65,424	46,605	71.2%	4,076	9%
Total Expenditure	1,231,012	955,137	77.6%	1,143,602	888,194	77.7%	66,943	8%
ENDING BAL	\$ 470,607	\$ 704,163		\$ 391,286	\$ 635,863		\$ 68,300	10.7%
Surplus/(Deficit)	\$ (2)	\$ 233,555		\$ 195,314	\$ 439,890		\$ (206,336)	

Kendall County Forest Preserve
Income Statement
For Period Ended 9/30/2022

10 Month Budget Percent = 83.3%

ADMINISTRATION

	Current Year FY22			Prior Year FY21			YTD Variance	
	Budget	YTD	%	Budget	YTD	%	\$ Change	% Change
Revenue								
Property Tax	660,740	648,929	98.2%	640,646	621,338	97.0%	27,590	4%
Interest Income	200	323	161.5%	591	142	24.0%	181	128%
Other Income	18,357	18,358	100.0%	8,347	16,733	200.5%	1,625	10%
Donations	5,000	3,432	68.6%	5,500	-	0%	3,432	4%
Farm License Revenue	96,682	96,682	100.0%	95,379	93,330	97.9%	3,352	4%
Security Deposit Revenue								
Credit Card Revenue								
Program Revenue	2,960	2,747	92.8%	2,219	2,359	106.3%	388	16%
Transfers In								
Total Revenue	783,939	770,470	98.3%	215,133	215,132	100.0%	-215,132	-100%
Expenditure								
Personnel	178,452	141,064	79.0%	186,241	139,500	74.9%	1,564	1%
Benefits	140,509	101,682	72.4%	116,279	101,244	87.1%	438	0%
Contractual	33,504	30,652	91.5%	24,091	22,818	94.7%	7,833	34%
Commodities	16,200	12,738	78.6%	19,306	11,691	60.6%	1,047	9%
Other	14,203	2,697	19.0%	11,500	-	0%	2,697	9%
Total Expenditure	382,868	288,832	75.4%	357,417	275,253	77.0%	13,579	5%
Surplus/(Deficit)	\$ 401,071	\$ 481,638		\$ 610,398	\$ 673,780			

Kendall County Forest Preserve
Income Statement
For Period Ended 9/30/2022

10 Month Budget Percent = 83.3%

ELLIS HOUSE & EQUESTRIAN CENTER

	Current Year FY22			Prior Year FY21			YTD Variance	
	Budget	YTD	%	Budget	YTD	%	\$ Change	% Change
Revenue								
Donations	-	-		200	-		-9,500	-70%
Security Deposit	12,500	4,000	32.0%	9,600	13,500	140.6%		
Credit Card Revenue	-	-		-	-			
Program Revenue	146,668	122,080	83.2%	130,022	141,409	108.8%	-19,329	-14%
Total Revenue	159,168	126,080	79.2%	139,822	154,909	110.8%	(28,829)	-19%
Expenditure								
Personnel	112,992	100,131	88.6%	154,135	94,870	61.5%	5,261	6%
Employee Benefits	13,490	11,376	84.3%	15,885	11,662	73.4%	-286	-2%
Contractual	10,500	6,572	62.6%	11,200	5,207	46.5%	1,364	26%
Commodities	34,745	23,906	68.8%	26,790	22,440	83.8%	1,466	7%
Other	23,100	13,453	58.2%	20,400	19,209	94.2%	-5,757	-30%
Total Expenditure	194,827	155,438	79.8%	228,410	153,388	67.2%	2,049	1%
Surplus/(Deficit)	\$ (35,659)	\$ (29,358)		\$ (88,588)	\$ 1,521			

Kendall County Forest Preserve
Income Statement
For Period Ended 9/30/2022

10 Month Budget Percent = 83.3%

HOOVER FOREST PRESERVE

	Current Year FY22			Prior Year FY21			YTD Variance	
	Budget	YTD	%	Budget	YTD	%	\$ Change	% Change
Revenue								
Donations	-	-	-	-	-	-		
Rental Revenue	48,018	58,369	121.6%	28,414	33,119	116.6%	25,251	76%
Security Deposit Rev	7,200	6,257	86.9%	6,617	5,601	84.7%	655	12%
Program Revenue	-	-	-	-	-	-		
Total Revenue	55,218	64,626	117.0%	35,031	38,720	110.5%	25,906	67%
Expenditure								
Personnel	127,330	97,604	76.7%	119,066	92,917	78.0%	4,688	5%
Employee Benefits	43,331	33,211	76.6%	40,897	32,019	78.3%	1,192	4%
Contractual	-	-	-	-	-	-		
Commodities	47,659	39,453	82.8%	37,300	31,727	85.1%	7,726	24%
Other	9,000	6,997	77.7%	6,617	6,635	100.3%	362	5%
Total Expenditure	227,320	177,264	78.0%	203,880	163,297	80.1%	13,967	9%
Surplus/(Deficit)	\$ (172,102)	\$ (112,638)		\$ (168,849)	\$ (124,577)			

Kendall County Forest Preserve
Income Statement
For Period Ended 9/30/2022

10 Month Budget Percent = 83.3%

ENVIRONMENTAL EDUCATION

	Current Year FY22			Prior Year FY21			YTD Variance	
	Budget	YTD	%	Budget	YTD	%	\$ Change	% Change
Revenue								
Donations	2,900	2,016	69.5%	1,300	-		2,016	
Security Deposit	-	-		-	-			
Credit Card Revenue	-	-		-	-			
Program Revenue	198,670	188,281	94.8%	160,547	151,452	94.3%	36,829	24%
Total Revenue	201,570	190,297	94.4%	161,847	151,452	93.6%	38,845	26%
Expenditure								
Personnel	148,423	116,123	78.2%	151,585	111,541	73.6%	4,582	4%
Employee Benefits	20,060	13,029	64.9%	19,057	15,484	81.2%	-2,455	-16%
Contractual	-	-		-	-			
Commodities	5,520	3,068	55.6%	3,150	1,928	61.2%	1,142	59%
Other	6,700	1,146	17.1%	6,700	3,895	58.1%	-2,749	-71%
Total Expenditure	180,703	133,366	73.8%	180,492	132,846	73.6%	520	0%
Surplus/(Deficit)	\$ 20,867	\$ 56,931		\$ (18,645)	\$ 18,606			

Kendall County Forest Preserve
Income Statement
For Period Ended 9/30/2022

10 Month Budget Percent = 83.3%

GROUNDS & NATURAL RESOURCES

	Current Year FY22			Prior Year FY21			YTD Variance	
	Budget	YTD	%	Budget	YTD	%	\$ Change	% Change
Revenue								
Other Income	24,000	30,649	127.7%	24,596	23,310	94.8%	7,339	31%
Donations	1,000	-		1,950	1,000	51.3%	-1,000	-100%
Grants	-	-		-	-			
Credit Card Revenue								
Rental Revenue	5,365	6,570	122.5%	2,625	4,430	168.8%	2,140	48%
Total Revenue	30,365	37,219	122.6%	29,171	28,740	98.5%	8,479	30%
Expenditure								
Personnel	106,727	86,858	81.4%	102,432	76,084	74.3%	10,773	14%
Employee Benefits	51,344	41,654	81.1%	44,123	32,482	73.6%	9,172	28%
Contractual	16,500	15,179	92.0%	18,250	16,941	92.8%	-1,762	-10%
Commodities	25,998	24,184	93.0%	21,225	17,126	80.7%	7,058	41%
Other	36,470	26,389	72.4%	20,207	16,866	83.5%	9,523	56%
Total Expenditure	237,039	194,263	82.0%	206,237	159,499	77.3%	34,765	22%
Surplus/(Deficit)	\$ (206,674)	\$ (157,045)		\$ (177,066)	\$ (130,759)			

Kendall County Forest Preserve
Income Statement
For Period Ended 9/30/2022

10 Month Budget Percent = 83.3%

PICKERILL PIGOTT FP

	Current Year FY22			Prior Year FY21			YTD Variance	
	Budget	YTD	%	Budget	YTD	%	\$ Change	% Change
Revenue								
Donations	-	-		-	-			
Other Income	-	-		-	-			
Rental Revenue	750	-		5,230	5,230	100.0%	-5,230	-100%
Security Deposit	-	-		-	-			
Total Revenue	750	-	100.0%	5,230	5,230	100.0%	(5,230)	-100%
Expenditure								
Personnel	-	-		-	-			
Employee Benefits	-	-		-	-			
Contractual	-	-		-	-			
Commodities	8,255	5,974	72.49%	7,450	3,911	52.5%	2,063	53%
Other	-	-		-	-			
Total Expenditure	8,255	5,974	72.49%	7,450	3,911	52.5%	2,063	53%
Surplus/(Deficit)	\$ (7,505)	\$ (5,974)		\$ (2,220)	\$ 1,319			

Kendall County Forest Preserve
Income Statement
For Period Ended 9/30/2022

10 Month Budget Percent = 83.3%

ELLIS HOUSE - 1160

	Current Year FY22		Prior Year FY21		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
Revenue						
Donations	-	-	-	-	-	
Security Deposit	-	-	-	-	-	
Credit Card Revenue	-	-	-	-	-	
Program Revenue	-	-	-	-	-	
Total Revenue	-	-	-	-	-	
Expenditure						
Personnel	10,344	8,534	11,171	8,787	(253)	-3%
Employee Benefits	1,604	1,302	1,756	1,422	(120)	-8%
Contractual	-	-	-	-	-	
Commodities	8,750	5,290	6,870	7,116	(1,826)	-26%
Other	3,800	3,179	3,800	4,297	(1,118)	-26%
Total Expenditure	23,898	18,305	23,597	21,622	(3,317)	-15%
Surplus/(Deficit)	\$ (23,898)	\$ (18,305)	\$ (23,597)	\$ (21,622)		

ELLIS BARN - 1161

	Current Year FY22		Prior Year FY21		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
Revenue						
Donations	-	-	-	-	-	
Security Deposit	-	-	-	-	-	
Credit Card Revenue	-	-	-	-	-	
Program Revenue	-	-	-	-	-	
Total Revenue	-	-	-	-	-	
Expenditure						
Personnel	10,344	9,497	11,171	8,665	831	10%
Employee Benefits	1,604	1,376	1,756	1,452	(76)	-5%
Contractual	-	-	-	-	-	
Commodities	7,400	3,879	6,120	4,686	(807)	-17%
Other	2,700	1,698	2,700	3,000	(1,302)	-43%
Total Expenditure	22,048	16,449	21,747	17,803	(1,354)	-8%
Surplus/(Deficit)	\$ (22,048)	\$ (16,449)	\$ (21,747)	\$ (17,803)		

Kendall County Forest Preserve
Income Statement
For Period Ended 9/30/2022

10 Month Budget Percent = 83.3%

ELLIS GROUNDS - 1162

	Current Year FY22	Prior Year FY21	YTD Variance
	Budget YTD %	Budget YTD %	\$ Change % Change
Revenue			
Donations			
Security Deposit			
Credit Card Revenue			
Program Revenue	24,998	24,204	794 3%
Total Revenue	24,998	24,204	794 3%
Expenditure			
Personnel	20,688	16,155	829 5%
Employee Benefits	3,208	2,745	(274) -10%
Contractual	-	-	-
Commodities	-	-	-
Other	5,800	4,532	980 22%
Total Expenditure	29,696	23,432	1,535 7%
Surplus/(Deficit)	\$ (4,698)	\$ 772	

ELLIS CAMPS - 1163

	Current Year FY22	Prior Year FY21	YTD Variance
	Budget YTD %	Budget YTD %	\$ Change % Change
Revenue			
Donations	-	-	-
Security Deposit	-	-	-
Credit Card Revenue	-	-	-
Program Revenue	11,760	8,033	3,727 46%
Total Revenue	11,760	8,033	3,727 46%
Expenditure			
Personnel	3,200	2,653	2,763 104%
Employee Benefits	316	227	374 165%
Contractual	-	-	-
Commodities	450	207	42 20%
Other	500	-	435
Total Expenditure	4,466	3,088	3,614 117%
Surplus/(Deficit)	\$ 7,294	\$ 4,946	

Kendall County Forest Preserve
Income Statement
For Period Ended 9/30/2022

10 Month Budget Percent = 83.3%

ELLIS RIDING LESSONS - 1164

	Current Year FY22		Prior Year FY21		YTD Variance	
	Budget	YTD	YTD	%	\$ Change	% Change
Revenue						
Donations	-	-	200			
Security Deposit	-	-	-			
Credit Card Revenue	70,000	53,977	57,817	64,029	-10,052	-16%
Program Revenue	100.0%	100.0%	58,017	64,029	(10,052)	-16%
Total Revenue	70,000	53,977	58,017	64,029	(10,052)	-16%
Expenditure						
Personnel	39,325	33,372	37,638	38,466	-5,094	-13%
Employee Benefits	3,878	3,093	4,936	3,533	-440	-12%
Contractual	9,000	5,443	9,000	3,895	1,548	40%
Commodities	14,350	11,659	11,700	9,249	2,410	26%
Other	1,000	-	1,000	105	-105	-100%
Total Expenditure	67,553	53,567	64,274	55,248	(1,682)	-3%
Surplus/(Deficit)	\$ 2,447	\$ 410	\$ (6,257)	\$ 8,781		

ELLIS BIRTHDAY PARTIES - 1165

	Current Year FY22		Prior Year FY21		YTD Variance	
	Budget	YTD	YTD	%	\$ Change	% Change
Revenue						
Donations	-	-	-			
Security Deposit	-	-	-			
Credit Card Revenue	5,500	5,942	4,226	4,797	1,145	24%
Program Revenue	100.0%	108.0%	4,226	4,797	1,145	24%
Total Revenue	5,500	5,942	4,226	4,797	1,145	24%
Expenditure						
Personnel	6,500	4,490	6,000	5,965	-1,476	-25%
Employee Benefits	641	399	622	735	-337	-46%
Contractual	-	-	-	-		
Commodities	441	294	300	256	37	15%
Other	-	-	-	-		
Total Expenditure	7,582	5,182	6,922	6,957	(1,775)	-26%
Surplus/(Deficit)	\$ (2,082)	\$ 760	\$ (2,696)	\$ (2,160)		

Kendall County Forest Preserve
Income Statement
For Period Ended 9/30/2022

10 Month Budget Percent = 83.3%

ELLIS PUBLIC PROGRAMS - 1166

	Current Year FY22		Prior Year FY21		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
Revenue						
Donations	-	-	-	-	-	-
Security Deposit	-	-	-	-	-	-
Credit Card Revenue	-	-	-	-	-	-
Program Revenue	3,000	1,979	1,742	2,836	(858)	-30%
Total Revenue	3,000	1,979	1,742	2,836	(858)	-30%
Expenditure						
Personnel	2,015	3,238	2,015	1,292	1,946	151%
Employee Benefits	199	377	304	167	209	
Contractual	500	-	500	-	-	
Commodities	150	-	150	-	-	
Other	-	-	-	-	-	
Total Expenditure	2,864	3,615	2,969	1,459	2,156	148%
Surplus/(Deficit)	\$ 136	\$ (1,637)	\$ (1,227)	\$ 1,377		

ELLIS SUNRISE CENTER - 1167

	Current Year FY22		Prior Year FY21		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
Revenue						
Donations	-	-	-	-	-	-
Security Deposit	-	-	-	-	-	-
Credit Card Revenue	-	-	-	-	-	-
Program Revenue	13,760	12,299	23,360	20,890	(8,591)	-41%
Total Revenue	13,760	12,299	23,360	20,890	(8,591)	-41%
Expenditure						
Personnel	17,500	17,287	17,500	11,038	6,249	57%
Employee Benefits	1,726	1,656	2,260	1,170	486	42%
Contractual	-	-	-	-	-	
Commodities	3,804	2,536	1,200	926	1,610	174%
Other	-	-	-	-	-	
Total Expenditure	23,030	21,479	20,960	13,134	8,346	64%
Surplus/(Deficit)	\$ (9,270)	\$ (9,180)	\$ 2,400	\$ 7,756		

Kendall County Forest Preserve
Income Statement
For Period Ended 9/30/2022

10 Month Budget Percent = 83.3%

ELLIS WEDDINGS - 1168

	Current Year FY22			Prior Year FY21			YTD Variance	
	Budget	YTD	%	Budget	YTD	%	\$ Change	% Change
Revenue								
Donations	-	-		-	-		-	
Security Deposit	10,000	3,500	41.7%	7,300	11,575		-8,075	-70%
Credit Card Revenue	-	-		-	-		-	
Program Revenue	14,000	7,775	58.3%	12,190	13,475	110.5%	-5,700	-42%
Total Revenue	24,000	11,275	47.0%	19,490	25,050	128.5%	(13,775)	-55%
Expenditure								
Personnel	1,538	1,023	13.2%	1,452	1,848	127.3%	-826	-45%
Employee Benefits	157	78	1.3%	111	210		-131	-63%
Contractual	1,000	1,129	8.6%	1,700	1,312	77.2%	-184	-14%
Commodities	-	-		-	-		-	
Other	9,000	2,100	72.0%	7,400	6,275	84.8%	-4,175	-67%
Total Expenditure	11,695	4,330	37.0%	10,663	9,645	90.5%	(5,316)	-55%
Surplus/(Deficit)	\$12,305	\$ 6,945		\$8,827	\$ 15,405			

ELLIS OTHER RENTALS - 1169

	Current Year FY22			Prior Year FY21			YTD Variance	
	Budget	YTD	%	Budget	YTD	%	\$ Change	% Change
Revenue								
Donations	-	-		-	-		-	
Security Deposit	2,500	500	42.4%	2,300	1,925	83.7%	-1,425	-74%
Credit Card Revenue	-	-		-	-		-	
Program Revenue	3,400	3,050	57.6%	2,100	2,895	137.9%	155	
Total Revenue	5,900	3,550	60.2%	4,400	4,820	109.5%	(1,270)	-26%
Expenditure								
Personnel	1,538	291	13.2%	1,452	-		291	
Employee Benefits	157	22	1.3%	111	-		22	
Contractual	-	-		-	-		-	
Commodities	-	-		-	-		-	
Other	300	400	15.0%	300	1,000	333.3%	-600	-60%
Total Expenditure	1,995	714	35.8%	1,863	1,000	53.7%	(286)	-29%
Surplus/(Deficit)	\$3,905	\$2,836		\$2,537	\$3,820			

Kendall County Forest Preserve
Income Statement
For Period Ended 9/30/2022

10 Month Budget Percent = 83.3%

ELLIS 5K - 1170

	Current Year FY22		Prior Year FY21		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
Revenue						
Donations	-	-	-	-	-	-
Security Deposit	-	-	-	-	-	-
Credit Card Revenue	250	300	1,570	250	50	20%
Program Revenue	-	-	-	-	-	-
Total Revenue	250	300	1,570	250	50	20%
Expenditure						
Personnel	-	-	-	-	-	-
Employee Benefits	-	-	-	-	-	-
Contractual	-	-	-	-	-	-
Commodities	-	-	-	-	-	-
Other	-	-	-	-	-	-
Total Expenditure	-	-	-	-	-	-
Surplus/(Deficit)	\$ 250	\$ 300	\$ 1,570	\$ 250		

Kendall County Forest Preserve
Income Statement
For Period Ended 9/30/2022

10 Month Budget Percent = 83.3%

HOOVER GROUNDS - 1171

	Current Year FY22	Prior Year FY21	YTD Variance
	Budget	Budget	\$ Change % Change
Revenue			
Donations	-	-	-
Revenue	5,500	5,052	1,627 33%
Security Deposit Revenue	-	-	-
Credit Card Revenue	-	-	-
Total Revenue	5,500	5,052	1,627 33%
Expenditure			
Personnel	63,665	59,533	2,437 5%
Employee Benefits	21,664	20,449	586 4%
Contractual	-	-	-
Commodities	47,659	37,300	7,726 24%
Other	9,000	6,617	362 5%
Total Expenditure	141,988	123,899	11,111 11%
Surplus/(Deficit)	\$ (136,488)	\$ (118,847)	

HOOVER BUNKHOUSE - 1172

	Current Year FY22	Prior Year FY21	YTD Variance
	Budget	Budget	\$ Change % Change
Revenue			
Donations	-	-	-
Rental Revenue	22,502	11,370	16,795 205%
Security Deposit Revenue	2,200	2,000	1,600 160%
Credit Card Revenue	-	-	-
Total Revenue	24,702	13,370	18,395 200%
Expenditure			
Personnel	31,833	29,767	1,125 5%
Employee Benefits	10,833	10,224	303 4%
Contractual	-	-	-
Commodities	-	-	-
Other	-	-	-
Total Expenditure	42,666	39,991	1,428 5%
Surplus/(Deficit)	\$ (17,964)	\$ (26,621)	

Kendall County Forest Preserve
Income Statement
For Period Ended 9/30/2022

10 Month Budget Percent = 83.3%

HOOVER CAMPSITE - 1173

	Current Year FY22		Prior Year FY21		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
Revenue						
Donations	-	-	-	-		
Rental Revenue	4,000	4,485	1,655	3,810	675	18%
Security Deposit Revenue	-	-	-	-		
Credit Card Revenue	-	-	-	-		
Total Revenue	4,000	4,485	1,655	3,810	675	18%
Expenditure						
Personnel	15,916	12,205	14,883	11,645	560	5%
Employee Benefits	5,417	4,154	5,112	4,002	151	4%
Contractual	-	-	-	-		
Commodities	-	-	-	-		
Other	-	-	-	-		
Total Expenditure	21,333	16,359	19,995	15,647	712	5%
Surplus/(Deficit)	\$ (17,333)	\$ (11,874)	\$ (18,340)	\$ (11,837)		

HOOVER MEADOWHAWK LODGE - 1174

	Current Year FY22		Prior Year FY21		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
Revenue						
Donations	-	-	-	-		
Rental Revenue	16,016	22,266	10,337	16,112	6,154	38%
Security Deposit Revenue	5,000	3,657	4,617	4,601	-945	-21%
Credit Card Revenue	-	-	-	-		
Total Revenue	21,016	25,922	14,954	20,713	5,209	25%
Expenditure						
Personnel	15,916	12,206	14,883	11,641	565	5%
Employee Benefits	5,417	4,154	5,112	4,002	152	4%
Contractual	-	-	-	-		
Commodities	-	-	-	-		
Other	-	-	-	-		
Total Expenditure	21,333	16,360	19,995	15,643	717	5%
Surplus/(Deficit)	\$ (317)	\$ 9,562	\$ (5,041)	\$ 5,070		

Kendall County Forest Preserve
Income Statement
For Period Ended 9/30/2022

10 Month Budget Percent = 83.3%

ENVIRONMENTAL EDUCATION - 1175

	Current Year FY22	Prior Year FY21	YTD Variance
	Budget	YTD	%
Revenue			
Donations	500	500	
Security Deposit	-	-	
Credit Card Revenue	-	-	
Program Revenue	-	-	
Total Revenue	500	500	
Expenditure			
Personnel	-	-	
Employee Benefits	-	-	
Contractual	-	-	
Commodities	-	-	
Other	-	-	
Total Expenditure	-	-	
Surplus/(Deficit)	\$ 500	\$ 500	

ENV. EDUCATION SCHOOL PROGRAMS - 1176

	Current Year FY22	Prior Year FY21	YTD Variance
	Budget	YTD	%
Revenue			
Donations	20,000	4,537	22.7%
Security Deposit	20,000	4,537	22.7%
Credit Card Revenue	-	-	
Program Revenue	-	-	
Total Revenue	40,000	9,074	22.7%
Expenditure			
Personnel	11,213	4,729	42.2%
Employee Benefits	3,987	416	10.4%
Contractual	-	-	
Commodities	700	139	19.9%
Other	-	-	
Total Expenditure	15,900	5,283	33.2%
Surplus/(Deficit)	\$ 24,100	\$ (746)	

Kendall County Forest Preserve
Income Statement
For Period Ended 9/30/2022

10 Month Budget Percent = 83.3%

ENV. EDUCATION CAMPS - 1177

	Current Year FY22		Prior Year FY21		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
Revenue						
Donations		-				
Security Deposit						
Credit Card Revenue						
Program Revenue	35,790	36,665	27,755	34,860	1,805	5%
Total Revenue	35,790	36,665	27,755	34,860	1,805	5%
Expenditure						
Personnel	26,175	25,425	19,498	19,817	5,608	28%
Employee Benefits	1,615	2,417	2,538	2,488	-71	-3%
Contractual	-	-	-	-	476	86%
Commodities	1,500	1,031	800	555	-400	-42%
Other	2,200	555	2,200	955	-400	-42%
Total Expenditure	31,490	29,428	25,036	23,815	5,613	24%
Surplus/(Deficit)	\$ 4,300	\$ 7,237	\$ 2,719	\$ 11,045		

ENV. EDUCATION NATURAL BEGINNINGS - 1178

	Current Year FY22		Prior Year FY21		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
Revenue						
Donations						
Security Deposit						
Credit Card Revenue						
Program Revenue	2,400	2,016	800	-	2,016	
Total Revenue	122,880	132,557	110,000	93,426	39,131	42%
Expenditure						
Personnel	95,298	72,921	89,647	68,004	4,917	7%
Employee Benefits	12,079	9,032	11,575	9,453	-421	-4%
Contractual	-	-	-	-	327	29%
Commodities	2,000	1,460	2,000	1,134	327	29%
Other	3,500	441	3,500	810	-369	-46%
Total Expenditure	112,877	83,854	106,722	79,401	4,453	6%
Surplus/(Deficit)	\$ 12,403	\$ 50,719	\$ 4,078	\$ 14,025		

Kendall County Forest Preserve
Income Statement
For Period Ended 9/30/2022

10 Month Budget Percent = 83.3%

ENV. EDUCATION PUBLIC PROGRAMS - 1179

	Current Year FY22			Prior Year FY21			YTD Variance	
	Budget	YTD	%	Budget	YTD	%	\$ Change	% Change
Revenue								
Donations								
Security Deposit								
Credit Card Revenue								
Program Revenue	20,000	14,522	72.6%	17,435	22,527	129.2%	-8,005	-36%
Total Revenue	<u>20,000</u>	<u>14,522</u>	<u>72.6%</u>	<u>17,435</u>	<u>22,527</u>	<u>129.2%</u>	<u>(8,005)</u>	<u>-36%</u>
Expenditure								
Personnel	12,256	11,299	92.2%	10,930	7,352	67.3%	3,948	54%
Employee Benefits	1,816	1,040	57.3%	690	830	120.3%	210	25%
Contractual	-	-		-	-			
Commodities	750	206	27.5%	250	123	49.1%	83	68%
Other	1,000	150	15.0%	1,000	2,130		-1,980	-93%
Total Expenditure	<u>15,822</u>	<u>12,696</u>	<u>80.2%</u>	<u>12,870</u>	<u>10,434</u>	<u>81.1%</u>	<u>2,261</u>	<u>22%</u>
Surplus/(Deficit)	\$ 4,178	\$ 1,826		\$ 4,565	\$ 12,093			

ENV. EDUCATION LAWS OF NATURE - 1180

	Current Year FY22			Prior Year FY21			YTD Variance	
	Budget	YTD	%	Budget	YTD	%	\$ Change	% Change
Revenue								
Donations								
Security Deposit								
Credit Card Revenue								
Program Revenue	-	-		-	-			
Total Revenue	<u>-</u>	<u>-</u>		<u>-</u>	<u>-</u>			
Expenditure								
Personnel	3,481	1,749	50.3%	3,387	1,447	42.7%	302	21%
Employee Benefits	563	123	21.8%	358	206	57.4%	-83	-40%
Contractual	-	-		-	-			
Commodities	570	232	40.7%	100	115	115.0%	117	102%
Other	-	-		-	-			
Total Expenditure	<u>4,614</u>	<u>2,104</u>	<u>45.6%</u>	<u>3,845</u>	<u>1,768</u>	<u>46.0%</u>	<u>336</u>	<u>19%</u>
Surplus/(Deficit)	\$ (4,614)	\$ (2,104)		\$ (3,845)	\$ (1,768)			

Forest Preserve District Debt Service - Series 2003/2012
Fund 1902
For Period Ended 9/30/2022

10 Month Budget % = **83.3%**

ACCOUNT & DESCRIPTION	Budget 2022	Actual YTD	% of Budget
Beginning Balance	\$ 937,583	\$ 937,583	
REVENUE			
190211 41010 Current Tax	442,900	432,942	97.8%
190211 41350 Interest Income	250	959	383.8%
Total Revenue	443,150	433,901	97.9%
EXPENDITURE			
190211 68640 Fiscal Agent Fee	1,057		0.0%
190211 68650 Debt Service - Interest 2012	18,975	18,975	100.0%
190211 68700 Debt Service - Principal 2012	405,000	405,000	100.0%
Total Expenditure	425,032	423,975	99.8%
Ending Balance	\$ 955,701	\$ 947,510	
Revenue over/(under) Expenditure	\$ 18,118		

Forest Preserve District Debt Service - Series 2007/15/16/17
Fund 1903
For Period Ended 9/30/2022

10 Month Budget % = **83.3%**

ACCOUNT & DESCRIPTION	Budget 2022	Actual YTD	% of Budget
Beginning Balance	\$ 4,635,395	\$ 4,635,395	
REVENUE			
190311 41010 Current Tax	4,937,318	4,831,846	97.9%
190311 41350 Interest Income	650	4,101	631.0%
Total Revenue	4,937,968	4,835,947	97.9%
EXPENDITURE			
190311 66500 Other Expenditure	475	338	71.1%
190311 68640 Fiscal Agent Fee	1,107	1,900	171.6%
190311 68710 Debt Service - Interest 2015	354,040	354,040	100.0%
190311 68720 Debt Service - Principal 2015	40,000	40,000	100.0%
190311 68730 Debt Service - Interest 2016	290,088	290,088	100.0%
190311 68740 Debt Service - Principal 2016	105,000	105,000	100.0%
190311 68750 Debt Service - Interest 2017	477,125	477,125	100.0%
190311 68760 Debt Service - Principal 2017	3,255,000	3,255,000	100.0%
Total Expenditure	4,522,835	4,523,490	100.0%
Ending Balance	\$ 5,050,528	\$ 4,947,852	
Revenue over/(under) Expenditure	\$ 415,133		

KCFP Endowment Fund
Fund 1904
For Period Ended 9/30/2022

10 Month Budget % = **83.3%**

ACCOUNT & DESCRIPTION	Budget 2022	Actual YTD	% of Budget
Beginning Balance	\$ 883,179	\$ 883,179	
REVENUE			
190411 41350 Interest Income	6,715	4,932	73.4%
Total Revenue	6,715	4,932	73.4%
EXPENDITURE			
190411 62150 Contractual Services	27,603	11,662	42.2%
Total Expenditure	27,603	11,662	42.2%
Ending Balance	\$ 862,291	\$ 876,449	
Revenue over/(under) Expenditure	\$ (20,888)		

**Forest Preserve Capital Fund
Fund 1907
For Period Ended 9/30/2022**

10 Month Budget % = 83.3%

ACCOUNT & DESCRIPTION	Budget 2022	Actual YTD	% of Budget
Beginning Balance	\$ 137,986	\$ 286,713	
REVENUE			
190711 40370 Transfer In from OSLAD Fund #1905	0	1,324	172.9%
190711 40400 Transfer In from 2021 Bond Proceeds Fund #1912	568	18,735	100.0%
190711 41350 Interest Income	10,837	50,000	100.0%
190711 42490 Other Revenue	50,000	10,000	100.0%
190711 43430 Grant Award - Morton Arboretum Landscape	10,000	11,000	100.0%
190711 43740 Grant Award - ICECF Land Acquisition	11,000	10,000	0.0%
190711 43770 Grant Award - ICECF K-12 Pollinator	10,000	10,000	100.0%
190711 43780 Grant Award - ICECF Pilot Pollinator Meadows	10,000	10,000	0.0%
Total Revenue	92,405	91,059	98.5%
EXPENDITURE			
190711 61370 Transfer to Fox River Bluffs	143,023		
190711 61430 Transfer to Land Cash Fund - Reservation Woods	53,317		0.0%
190711 62160 Equipment Replacement Contingency	33,762	41,740	123.6%
190711 66500 Project Fund Expense	114,621	30,636	26.7%
190711 68500 Project Fund Expenses	275	275	99.9%
190711 68510 Project Fund Expense - ICECF K-12 Pollinator	5,550	4,834	87.1%
190711 68520 Project Fund Expense - ICECF Pilot Pollinator Meadows			
190711 68530 Project Fund Expense - Preserve Improvements			
190711 68610 Project Fund Expense - Morton Arboretum Landscape	37,714	19,530	51.8%
Total Expenditure	388,262	97,015	25.0%
Ending Balance	\$ (157,871)	\$ 280,757	
Revenue over/(under) Expenditure	\$ (295,857)		

KCFP Fox River Bluffs Access RTP Grant Fund
Fund 1908
For Period Ended 9/30/2022

10 Month Budget % = **83.3%**

<u>ACCOUNT & DESCRIPTION</u>	<u>Budget 2022</u>	<u>Actual YTD</u>	<u>% of Budget</u>
Beginning Balance	\$ 30,300	\$ 30,300	
REVENUE			
190811 40330 Transfer from FP Land Cash	52,700		
190811 40380 Transfer from Capital Fund	143,023		
190811 42970 Grant Award	0		
190811 43800 Transfer from Fund 1912	100,941		
Total Revenue	296,664	0	0.0%
EXPENDITURE			
190811 70650 Professional Services	30,300	22,798	75.2%
Total Expenditure	30,300	22,798	75.2%
Ending Balance	\$ 296,664	\$ 7,502	
Revenue over/(under) Expenditure	\$ 266,364		

FP Land Cash
Fund 1910
For Period Ended 9/30/2022

10 Month Budget % = 83.3%

ACCOUNT & DESCRIPTION	Budget 2022	Actual YTD	% of Budget
Beginning Balance	\$ 205,214	\$ 205,214	
REVENUE			
191011 40380 Transfer in From Forest Preserve Capital Fund (1907)			
191011 42490 Other Revenue		50	
191011 42910 Transfer In From Land Cash			
191011 42970 Grant Awards	124,271	124,271	100.0%
Total Revenue	124,271	124,321	100.0%
EXPENDITURE			
191011 61300 Transfer Out to Capital Fund #1907	52,700		
191011 67410 Land Acquisition	329,485	135,167	41.0%
Total Expenditure	382,185	135,167	35.4%
Ending Balance	\$ (52,700)	\$ 194,369	
Revenue over/(under) Expenditure	\$ (257,914)		

KCFP Liability Insurance Fund
Fund 1911
For Period Ended 9/30/2022

10 Month Budget % = **83.3%**

ACCOUNT & DESCRIPTION	Budget 2022	Actual YTD	% of Budget
Beginning Balance	\$ 46,300	\$ 46,300	
REVENUE			
191111 40020 Transfer from FP			
191111 40320 Transfer from FP Operating Fund			
191111 41350 Insurance Claim Reimbursement			
191111 42120 Interest Income			
Total Revenue	0		
EXPENDITURE			
191111 68990 Claims/Deductibles	25,000		0.0%
Total Expenditure	25,000	0	0.0%
Ending Balance	\$ 21,300	\$ 46,300	
Revenue over/(under) Expenditure	\$ (25,000)		

KCFP Series 2021 Bond Proceeds Fund
Fund 1912
For Period Ended 9/30/2022

10 Month Budget % = 83.3%

ACCOUNT & DESCRIPTION	Budget 2022	Actual YTD	% of Budget
Beginning Balance	\$ 100,919	\$ 100,919	
REVENUE			
191211 41350 Interest Income	22	101	
191211 42970 Bond Proceeds			
Total Revenue	22	101	
EXPENDITURE			
191211 61370 Transfer to Fox River Bluffs Fund	100,941		0.0%
191211 61420 Transfer to FP Capital Fund #1907			
191211 61440 Transfer to FP Fund 1913			
Total Expenditure	100,941	0	0.0%
Ending Balance	\$ (0)	\$ 101,020	
Revenue over/(under) Expenditure	\$ (100,919)		

Forest Preserve District Pickerill-Piggott IDNR-PARC Grant Fund
Fund 1913
For Period Ended 9/30/2022

10 Month Budget % = **83.3%**

ACCOUNT & DESCRIPTION	Budget 2022	Actual YTD	% of Budget
Beginning Balance	\$ 1,062,110	\$ 1,062,110	
REVENUE			
191311 41350 Interest Income	200		0.0%
191311 42970 Grant Award			
191311 43800 Transfer from FP Fund 1912			
Total Revenue	200	0	0.0%
EXPENDITURE			
191311 70040 Supplies			
191311 70050 Contractual Services			
191311 70060 Consultants			
191311 70330 Construction	1,034,970	15,471	1.5%
191311 70650 Professional Services	27,340	12,791	46.8%
Total Expenditure	1,062,310	28,263	2.7%
Ending Balance	\$ (0)	\$ 1,033,847	
Revenue over/(under) Expenditure	\$ (1,062,110)		

Forest Preserve District American Rescue Plan Act (ARPA) Fund
Fund 1914
For Period Ended 9/30/2022

10 Month Budget % = 83.3%

ACCOUNT & DESCRIPTION	Budget 2022	Actual YTD	% of Budget
Beginning Balance	\$ 7,594	\$ 7,594	
REVENUE			
191411 40390 Kendall County ARPA Fund Revenue	100,000		0.0%
191411 41350 Interest Income			
Total Revenue	100,000	0	0.0%
EXPENDITURE			
191411 51160 Salaries - Part Time	17,280	3,406	19.7%
191411 51390 Salaries - Full Time	32,600	27,364	83.9%
191411 61160 IMRF Expense	2,272	2,016	88.7%
191411 63050 FICA Expense	2,494	2,420	97.0%
191411 63060 Health Insurance Expense	11,500	9,685	84.2%
191411 68530 Preserve Improvements	41,448	3,912	9.4%
191411 70330 Construction			
Total Expenditure	107,594	48,802	45.4%
Ending Balance	\$ 0	\$ (41,208)	
Revenue over/(under) Expenditure	\$ (7,594)		

Forest Preserve District Debt Service - Series 2021
Fund 1915
For Period Ended 9/30/2022

10 Month Budget % = **83.3%**

ACCOUNT & DESCRIPTION	Budget 2022	Actual YTD	% of Budget
Beginning Balance	\$ -	\$ -	
REVENUE			
191511 41010 Current Tax	82,226	80,174	97.5%
191511 41350 Interest Income	100		0.0%
Total Revenue	82,326	80,174	97.4%
EXPENDITURE			
191511 66500 Miscellaneous Expense	475	338	71.1%
191511 68640 Fiscal Agent Fee	1,107	475	42.9%
191511 68790 Debt Service - Interest 2021	34,354	34,354	100.0%
191511 68800 Debt Service - Principal 2021			
Total Expenditure	35,936	35,166	97.9%
Ending Balance	\$ 46,390	\$ 45,008	
Revenue over/(under) Expenditure	\$ 46,390		

To: Kendall County Forest Preserve District Finance Committee
From: Stefanie Wiencke, Environmental Education and Special Projects Manager
RE: Reservation Woods Acquisition Project - Sale of Carbon Credits
Date: 25-Oct-22

The Davey Resource Group has completed the collection of data on tree sizes for the two recently purchased 5-acre parcels at Reservation Woods Forest Preserve. Data collected by The Davey Resource Group was submitted to City Forest Credits for third-party calculation of the total estimated carbon sequestered within the two parcel's timber and soils. Total calculated equivalent tons of carbon dioxide sequestered was 1,906 tCO₂e.

McPherson Law is requesting confirmation that the District will continue to engage his services under the previously approved Letter of Agreement for the upcoming National Sale. A letter of correspondence from Doug McPherson has been received, and is attached to this summary. Based on this most recent communication, the District anticipates generating a significant amount of funding from the National Sale. A breakdown of the revenues and expenses is provided for review. District staff recommends continuing to engage the services of McPherson Law to represent the District's interests in the 2023 National Sale.

REVENUES (EST.)

Carbon credits issued (pending)	2,082.00
Anticipated per credit sale price	<u>\$36.00</u>

Gross proceeds \$74,952.00

EXPENSES (EST.)

On-Site Quantification Cost (The Davey Group)	\$0.00	\$3K offset by a grant from The Morton Arboretum
Credit Verification Fee (CFC Third-Party Consultant)	\$0.00	\$3K offset by a grant from The Morton Arboretum
McPherson Law Fee (6%)	\$4,497.12	
CFC Credit Issuance Fee (10% of Gross Proceeds less McPherson Law Fee)	<u>\$7,045.49</u>	

Total Expenses \$11,542.61

Net Proceeds to District (EST.) \$63,409.39

Hello Project Operators,

I'm writing to kick off the start of the 2022 national sale of urban forest carbon credits.

Many of you participated in the successful sale of all the 2021 credits to Regen Network at a net price to the projects of \$34/credit. I've previously shared some of the media coverage about the sale. I've attached a recent article that describes urban credits and the 2021 sale clearly and comprehensively.

As you may recall, City Forest Credits, as the registry, must avoid any conflicts of interest and cannot represent projects in credit transactions. I would be honored to represent you for the 2022 national sale as the National Sale Director. For those of you who do not know me, I've attached a summary of my experience and would be happy to set up a call for a personal introduction.

If you would like me to represent you in the upcoming sale, I will proceed as described below. **If you DO NOT want me to represent you in the 2022 national sale, please reply and let me know and I will remove you from future communications.**

The Process

I will prepare a Request for Proposals that will describe the portfolio of credits, the unique attributes of urban credits and other details about the sale. As with last year's sale, the RFP will state that project operators may opt out of the sale up until the closing. The RFP will include an anticipated floor price of \$36 per credit. I will encourage the buyer to enter into a single purchase agreement with all the parties signing the same, single agreement.

I have been in discussions with several potential buyers over the last few months. The most structured process has been run by the Consortium for Climate Solutions ("C4 Climate"), an aggregation of buyers including Harvard, MIT, Wellesley College, Mass General Brigham and PowerOptions. In anticipation of the issuance of urban credits in 2022, I responded to C4 Climate's extensive RFP, provided supplemental answers and participated in a live interview regarding a generalized portfolio of expected urban credits. The urban credit portfolio was selected to be on the short list for further consideration by C4 Climate. While they may not be in a position to purchase the entire portfolio, the fact that these prestigious institutions have extensively vetted and approved urban forest credits for purchase is compelling validation of the work you are doing. I intend to start the sales process with targeted outreach to select potential national buyers such as C4 Climate and expand the distribution of the RFP further as needed.

The Portfolio

Last year, we saw that some buyers fully appreciated the benefits of buying a diverse portfolio of planting and preservation projects across the country and were willing to pay a premium over what either planting or preservation credits generally earn in order to purchase the entire bundle. Offering the portfolio together allowed planting projects with their compelling benefits but smaller credit numbers to participate with higher volume preservation projects, which in turn earned the preservation projects a healthy multiple over what rural forest credits sell for.

I would like to take the same approach this year. Some potential buyers, however, have specific needs, for example, with an interest in particular regions or type of credit. My goal is to optimize the outcome for every project based on the available buyers. We will need to stay flexible and responsive to the buyer pool, which could possibly result in dividing the portfolio.

Timing

If successful, a sale will likely close in late Q1 or early Q2 2023. Several projects are still in final planning phases and credits will not be issued until Q1 2023. If a desirable buyer is prepared to close a purchase sooner, I will endeavor to include any expected but unissued credits in the sale, with a second closing occurring when those credits are issued.

My Fee

I will represent the projects at the same rate as last year- 6% of the total purchase price, which will be paid by the buyer(s) when they purchase the credits. So, for example if a buyer agrees to pay \$37/credit gross, my fee will be \$2.22/credit (6%) and the project will receive \$34.78/credit. This compares favorably with the 10-40% rates that carbon brokers charge for similar services.

I understand that some projects may identify local buyers during the process and may have specific requirements or preferences around prospective buyers. For that reason, I'm willing to proceed without a formal exclusivity agreement with you. In return for the time and resources I will be committing to the national sale, I ask that you 1) share any buyer requirements or preferences with me as soon as possible, 2) only include credits that you have a good faith belief will be committed to the national sale, and 3) update me promptly if that changes.

Legal Representation

My work for you in the national sale is entirely in a business capacity. I will not be offering legal or tax advice. I am also an attorney licensed to practice in California. Last year, several projects engaged me in my legal capacity to advise them on the negotiation of the credit sale agreement. I did that for no extra fee and am willing to do so again this year. A separate written engagement letter is required.

Your Role

The stories of your projects are at the heart of these credits. I will need your help to tell your stories in as compelling a way as possible. That will include written descriptions and photographs where possible. Coordinating multiple projects for a single sale is challenging. Ideally, more than one person in your organization is knowledgeable about the national sale so that if one person is temporarily unavailable when time-sensitive questions arise, someone else can step in. The sales process will be much more efficient if everyone can respond to requests as quickly as possible.

The 2021 national sale was a strong confirmation of the role urban forests play in mitigating climate change and creating more equitable, livable communities and it created a precedent that we will build on for 2022. I'm fired up to get started and tell your stories to a wider audience.

Feel free to contact me anytime with questions or comments.

Best regards,
Doug McPherson

Otium Business Consulting
626 893 7161

**KENDALL COUNTY FOREST PRESERVE DISTRICT
JOB DESCRIPTION**

CLASS TITLE: Environmental Education and Special Projects Manager

WAGE CATEGORY: FLSA Exempt

REPORTS TO: Executive Director

EFFECTIVE DATE: October 19, 2021

SUMMARY:

Oversee development and day-to-day management of the Environmental Education ("Program") for the Kendall County Forest Preserve District ("District").

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Supervise the District's Environmental Education Department staff.
- Develop curriculum and theme planning for the Program that is developmentally appropriate for all relevant age groups and ability levels and reflects the natural and cultural history of Kendall County.
- Create and purchase materials needed for curriculum and manage a corresponding budget.
- Coordinate staff hours and weekly schedules.
- Manage and direct Natural Beginnings staff meetings, and Environmental Education department staff meetings.
- Establish performance goals and objectives for the Program.
- Develop and maintain handbooks, brochures, packets, press releases and newsletters for the Program.
- Maintain a safe and clean environment at all times and enforce all District safety rules and policies.
- Develop materials for parent-teacher conferences.
- Manage and/or delegate management of parent inquiries, communication, and parent-teacher conferences.
- Oversee social media marketing and correspondences.
- Coordinate student sign-up and registration with the District's Reservations Manager and Accounting Coordinator, and Environmental Education Coordinator.
- Lead and/or assist with teaching Program classes.
- Provides project management and oversight to District special projects.
- Maintain order in both the classroom and outdoor setting while implementing constructive disciplinary procedures.
- Work and communicate well verbally and in writing with District staff and the public, including individuals of all ages and ability levels.
- Maintain professional collaboration with other nature-based administrators, community organizations, and environmental educators.
- Assists the Environmental Education Coordinator in training support staff in curricular program goals, objectives, and instructional methods.
- Assists the Reservations Manager and Accounting Coordinator with processing accounts payable, RecPro program reservations, deposits, and other projects as needed or assigned by the Executive Director.
- Handles cash and accepts other forms of payment for public programs, permits and facility use reservations.
- Works directly with volunteers supporting the District's Programs.
- Assists the Executive Director, Grounds and Natural Resources Division Supervisor in the coordination of volunteer workdays and natural resource projects.
- Supports Grounds and Natural Resources maintenance activity assignments.
- Performs controlled burns, brush removal, seed collecting, and other natural area management tasks.
- Assist with basic animal care and upkeep including feeding and tank/cage cleaning.
- Provide first aid or take other emergency measures when necessary as indicated in student, volunteer and staff emergency protocol and procedures.
- Perform other duties as assigned.

SUPERVISORY RESPONSIBILITIES:

- This position provides direct supervision and management of the Program's Environmental Education Coordinator, Lead Instructors, Instructional Aides, and Program support volunteers.

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:

- Bachelor's Degree in the field of education or environmental sciences or equivalent experience in the field of education or environmental sciences. May be actively pursuing a degree in the education or the environmental sciences field.
- Knowledge of education principals and practices.
- Prior experience working with preschool aged children preferred.
- Prior experience with staff supervision preferred.
- Experience in administration of an educational program preferred.
- Knowledge of Microsoft Office programs including, but not limited to Excel, Word and PowerPoint.
- Ability to effectively and appropriately use the internet and social media.
- Knowledge of office practices, principles of modern record keeping, and setup and maintaining filing systems.

B. LANGUAGE SKILLS:

- Ability to draft and present District curriculum.
- Ability to write routine reports and correspondence.
- Ability to speak effectively with the public, including individuals of all ages and ability levels, and employees of the District.
- 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.
- Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.

D. REASONING ABILITY:

- Ability to employ safe work practices and use sound judgment while leading educational programs.
- Ability to complete projects from beginning to end with minimal supervision.
- Possess positive conservation ethic and respect towards living things and the natural environment.
- 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. CERTIFICATES, LICENSES, REGISTRATIONS:

- Certificated teacher, substitute teacher or other teaching certification preferred. May be actively pursuing an education related degree or certification.
- Master Naturalist, Certified Interpretive Guide, or other environmental certification preferred. May be actively pursuing a certificate in an environmentally related field.
- Chain saw safety certification and herbicide applicators license.
- Current First Aid/CPR certification.
- All certificates and registrations required for the specific duties performed.

PHYSICAL DEMANDS:

- Employee must be able to sit, kneel, stand and bend.
- Employee must be able to walk on uneven terrain for extended periods of time.
- Employee must be able to provide instruction while walking outside and in varying weather conditions.
- Employee must be comfortable being outside in various types of weather for extended periods of time.
- Employee must occasionally lift and/or move up to 40 pounds.
- Employee must be able to use hands to 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:

- Teaching will be held outside. The weather and temperature will not be consistent during the course of employment.
- The noise level in the work environment will vary from moderately quiet to loud.
- Employee must be able to perform all assigned job duties during normal business hours and after normal business hours, as required in the event of an emergency or special event.
- Employee may be required to provide own transportation to travel to and from meetings, training, conferences, and the various District preserves and locations.

The above information is not intended to be all-inclusive and can be expanded or modified as necessary.

Kendall County Forest Preserve District

Revised: 11/30/2020
Amended: 10/19/2021
Amended: 11/15/2022 (Exempt Status Only)

ORDINANCE #22-11-002: FY23 COMBINED BUDGET AND APPROPRIATIONS ORDINANCE
 KCFPD OPERATING FUND (FUND #1900) - PRELIMINARY FY23 BUDGET FOR PUBLICATION
 26-Oct-22

FY2023 OPERATING FUND #1900 - FINAL BUDGET (PAGE 1 OF 1)

GL SERIES (BUDGET CATEGORIES)	FISCAL YEAR BUDGETS										BUDGET 2023										
	2016	2017	2018	2019	2020	2021	AMD 11-21	2022	AMD 08-22	BUDGET											
Revenues																					
19011 40300 - 43450	249,695	317,672	309,838	344,356	341,881	196,821	171,805	351,514	470,609	481,351											
Expenditures																					
19011 51090 TO 19001183 - 51390	1,072,905	1,043,443	1,125,586	1,147,684	1,062,126	1,338,916	1,373,272	1,203,394	1,231,011	1,314,494											
190011 61160 TO 19001183 63060	506,723	605,573	630,846	638,297	683,620	673,321	692,637	673,925	673,924	745,095											
190011 62030 TO 19001183 63540	191,059	201,617	208,442	242,888	225,230	236,434	243,708	268,732	268,732	284,014											
190011 62000 TO 19001184 63100	41,844	57,595	56,409	62,981	51,798	53,541	56,610	58,008	60,504	69,377											
190011 62160 TO 19001183 68530	114,642	126,405	127,607	132,664	141,338	114,221	113,686	120,800	138,377	142,519											
	61,949	60,096	66,881	73,327	105,201	66,449	86,902	81,930	89,474	73,489											
	916,217	1,051,286	1,090,185	1,150,157	1,207,186	1,143,965	1,193,563	1,203,395	1,231,011	1,314,494											
	156,688	(7,843)	35,400	(2,474)	(145,061)	194,951	179,710	(0)	(0)	0											
	406,383	309,829	345,238	341,883	196,820	391,772	351,515	351,514	470,609	481,351											

The attached Kendall County Forest Preserve District Operating Fund (Fund #1900) budget spreadsheet provides a breakdown of the anticipated revenues and expenditures for the District's proposed FY23 Operating Fund (Fund #1900) appropriations as presented for approval. Revenues and expenditures will be tracked during the fiscal year within the MUNIS accounting software supported by the Kendall County Treasurer's Office. Total FY23 appropriations within each of the stated budget categories above shall not be exceeded without prior approval of an amending ordinance by the Kendall County Forest Preserve District's Board of Commissioners.

Kendall County Forest Preserve District Operating Fund

KCFPD FY23 Updated Preliminary Budget - Finance Committee Review - 10/27/2022		END-OF-YEAR	BUDGET	2022 AMD	2022 YTD	2022 EOY (EST)	BUDGET
KCFPD Operating Fund #1900		11/30/2021	2022	16-Aug-22	19-Oct-22	30-Nov-22	2023
ACCOUNT & DESCRIPTION							
Beginning Balance (est.)							
	REVENUE						
190011 40350	Transfer In from Forest Preserve Improvement Fund #1906	171,805	412,140	470,609	470,609	470,609	481,351
190011 40300	Transfer In from Forest Preserve 2007 Bond Proceeds Fund #1901	215,086					
190011	Transfer In from Kendall County - American Rescue Plan Act Transfer	46					
190011 41010	Current Tax	635,646	660,740	660,740	648,928	648,928	710,448
190011 41350	Interest Income	170	200	200	467	467	533
190011 42250	Other Income (Sponsorship Income)	9,006					
190011 42250	Other Income (Carbon Credits Sales - Fox River Bluffs & Res. Woods)		17,262	18,358	18,358	18,358	11,543
19001162 42250	Ellis Center Grounds (Farm License Rev.)	24,204	24,614	24,998	24,998	24,998	27,250
19001163 42250	Ellis Center Camps	8,033	8,000	11,760	11,760	11,760	17,760
19001164 42250	Ellis Center Riding Lessons	70,129	70,000	70,000	55,381	55,381	70,000
19001165 42250	Ellis Center Birthday Parties	5,621	5,500	5,500	6,042	6,042	6,000
19001166 42250	Ellis Center Public Programs	3,381	3,000	3,000	2,268	2,268	3,000
19001167 42250	Sunrise Center North License Agreement	23,360	13,760	13,760	12,299	12,299	13,760
19001168 42250	Ellis Center Weddings	13,475	14,000	14,000	7,775	7,775	9,000
19001169 42250	Ellis Center Other Rentals	3,195	3,400	3,400	3,050	3,050	3,400
19001170 42250	Ellis Center 5K Event	250	250	250	300	300	300
19001171 42250	Hoover Revenue (Yorkville Athletic Assoc. License)	2,500	2,500	2,500	3,877	3,877	3,800
19001171 42250	Hoover Revenue (Residence Lease)	3,000	3,000	3,000	2,750	3,000	3,000
19001172 42250	Hoover Bunkhouse Rental Rev	9,207	8,500	22,502	27,402	27,402	27,500
19001173 42250	Hoover Campsite Rental Rev	4,680	4,000	4,000	5,040	5,040	5,040
19001174 42250	Hoover Meadowhawk Rental Rev	17,647	15,000	16,016	23,490	23,490	23,500
19001176 42250	Env. Educ. - School Programs (KC-OEC)	2,496	20,000	20,000	5,137	5,137	20,000
19001177 42250	Env. Educ. - Camps	34,860	32,000	35,790	36,665	36,665	37,000
19001178 42250	Env. Educ. - Natural Beginnings	106,996	122,880	122,880	132,557	132,557	141,060
19001179 42250	Env. Educ. - Other Public Programs	22,567	20,000	20,000	14,762	14,762	20,000
	Env. Educ. - Other Revenue						
19001183 42250	Other Income - Grounds & Natural Resources (Bowhunt App. Fees)	23,410	24,000	24,000	30,649	30,649	30,500
19001183 42250	Other Income - Grounds & Nat. Res. (Millbrook North Trail Use Lic. Agreement)						
190011 42860	Donations - Administration (Forest Foundation Contributions)	1,661	5,000	5,000	2,847	5,000	5,000
19001164 42860	Donations - Ellis Equestrian Center - Lessons						
	Donations - Hoover						
19001175 42860	Donations - Environmental Education	-	500	500	-	-	500
19001178 42860	Donations - Env. Educ. Natural Beginnings (FF Sch. Program)	-	2,400	2,400	2,016	2,016	-

Kendall County Forest Preserve District Operating Fund

KCRFPD FY23 Updated Preliminary Budget - Finance Committee Review - 10/27/2022		END-OF-YEAR	BUDGET	2022 AMD	2022 YTD	2022 EOY (EST)	BUDGET
KCRFPD Operating Fund #1900		11/30/2021	2022	16-Aug-22	19-Oct-22	30-Nov-22	2023
	Donations - Env. Educ. Other Programs						
	Donations - Natural Area Volunteers	1,000	1,000	1,000	-	-	1,000
	Donations - Grounds & Natural Resources						
19001183	42860						
19001183	42900	4,250	4,000	5,365	6,630	6,630	6,600
19001184	42900	5,230	750	750	-	-	7,000
	Rental Revenue - Pickernill-Pigott						
19001183	42920						
19001183	42920						
	Preserve Improvements - Grants (K-12 Pollinator)						
	Preserve Improvements - Grants (Pollinator Meadows Pilot)						
190011	42930	96,000	95,379	96,682	96,682	110,000	97,000
	Farm License Revenue						
190011	42940	2,960	2,960	2,960	2,960	2,960	3,500
	Credit Card Revenue - All Preserves						
19001168	43450	8,575	10,000	10,000	3,500	3,500	5,000
19001169	43450	1,925	2,500	2,500	500	500	2,500
19001172	43450	700	1,300	2,200	3,300	3,300	3,000
19001174	43450	4,279	5,000	5,000	4,579	4,579	4,000
19001184	43450						1,000
	Security Deposit Revenue - Hoover Meadowhawk						
	Security Deposit Revenue - Pickernill-Pigott						
	Total Revenue	1,373,272	1,203,395	1,231,011	1,196,969	1,212,690	1,314,494

Kendall County Forest Preserve District Operating Fund

KCFPD FY23 Updated Preliminary Budget - Finance Committee Review - 10/27/2022		END-OF-YEAR	BUDGET	2022 AMD	2022 YTD	2022 EOY (EST)	BUDGET
KCFPD Operating Fund #1900		11/30/2021	2022	16-Aug-22	19-Oct-22	30-Nov-22	2023
PERSONNEL							
190011 51090	Board Per Diem	1,500	5,500	5,500	-	-	5,500
190011 51160	Salary - Part Time Administration	13,375	31,425	31,425	26,120	31,425	39,000
190011 51390	Salary - Full Time Administration	152,290	124,773	124,773	107,007	124,773	113,175
190011 51470	Stipend - Full Time Administration (Executive Director)	10,668	10,934	10,934	9,526	10,934	11,262
190011 51470	Stipend - Full Time Administration (HR, Acct. Payable & Reserv. Coord.)	641					
190011 51470	Stipend - Full Time Administration (Asst. County Admin.)	6,031	5,820	5,820	5,001	5,820	5,820
19001183 51160	Salary - Part Time Grounds & Natural Resources	15,299	16,764	16,764	10,991	16,764	18,805
19001183 51390	Salary - Full Time Grounds & Natural Resources	89,085	89,963	89,963	80,368	89,963	128,740
	Salary - Part Time Pickerill Pigott						
	Salary Full Time: Env. Education						
19001176 51390	Env. Educ. FT Salary - School Programs Expense	18,079					2,500
19001177 51390	Env. Educ. FT Salary - Camps Expense	11,174	6,000	6,000	5,164	6,000	6,000
19001178 51390	Env. Educ. FT Salary - Natural Beginnings Expense	29,981	50,000	50,000	42,917	50,000	50,000
19001179 51390	Env. Educ. FT Salary - Other Public Programs Expense	2,894	2,500	2,500	2,120	2,500	2,500
19001180 51390	Env. Educ. FT Salary - Laws of Nature	1,344					
	Salary Part Time: Env. Education						
19001176 51160	Env. Educ. PT Salary - School Programs Expense	6,000	11,213	11,213	5,081	11,213	12,300
19001177 51160	Env. Educ. PT Salary - Camps Expense	11,741	20,175	20,175	21,057	21,057	22,000
19001178 51160	Env. Educ. PT Salary - Natural Beginnings Expense	64,287	45,298	45,298	34,134	45,298	58,770
19001179 51160	Env. Educ. PT Salary - Other Public Programs Expense	7,822	9,756	9,756	9,797	9,797	10,000
19001180 51160	Env. Educ. PT Salary - Laws of Nature	615	3,481	3,481	1,594	3,481	3,780
19001181 51160	Env. Educ. PT Salary - Other Expense	165					
	Salary Full Time: Ellis						
19001160 51390	Salary FT - Ellis House	10,071	10,344	10,344	8,871	10,344	10,394
19001161 51390	Salary FT - Ellis Barn	10,071	10,344	10,344	8,872	10,344	10,394
19001162 51390	Salary FT - Ellis Grounds	20,142	20,688	20,688	17,743	20,688	20,788
	Salary Part Time - Ellis						
19001160 51160	Salary PT - Ellis House (ARPA - S)	1,728			60	60	
19001161 51160	Salary PT - Ellis Barn (ARPA - S)	1,481			1,023	1,023	
19001162 51160	Salary PT - Ellis Grounds (ARPA - S)	1,621			36	36	
19001163 51160	Salary PT - Ellis Center Camps Expense	3,110	3,200	3,200	5,416	5,416	3,484
19001164 51160	Salary PT - Ellis Center Riding Lessons Expense	45,969	39,325	39,325	34,992	39,325	42,818
19001165 51160	Salary PT - Ellis Center Birthday Parties Expense	6,799	6,500	6,500	4,789	6,500	7,077
19001166 51160	Salary PT - Ellis Center Public Programs Expense	6,716	2,015	2,015	3,398	2,015	2,194
19001167 51160	Salary PT - Ellis Sunrise License Agreement	17,500	17,500	17,500	17,996	17,996	19,054

Kendall County Forest Preserve District Operating Fund

KCFPD FY23 Updated Preliminary Budget - Finance Committee Review - 10/27/2022		END-OF-YEAR 11/30/2021	BUDGET 2022	2022 AMD 16-Aug-22	2022 YTD 19-Oct-22	2022 EOY (EST) 30-Nov-22	BUDGET 2023
KCFPD Operating Fund #1900							
19001168 51160	Salary PT - Ellis Center Weddings Expense	3,500	1,538	1,538	1,871	1,871	1,695
19001169 51160	Salary PT - Ellis Center Other Rentals Expense	459	1,538	1,538	291	1,538	1,695
19001171 51160	Salary PT - Hoover Grounds	15,670	18,376	18,376	11,911	18,376	20,254
19001172 51160	Salary PT - Hoover Bunkhouse	7,839	9,188	9,188	5,978	9,188	10,127
19001173 51160	Salary PT - Hoover Campsite	3,920	4,594	4,594	2,987	4,594	5,064
19001174 51160	Salary PT - Hoover Meadowhawk	3,916	4,594	4,594	2,988	4,594	5,064
19001171 51390	Salary FT - Hoover Grounds	44,449	45,289	45,289	39,256	45,289	47,420
19001172 51390	Salary FT - Hoover Bunkhouse	22,353	22,645	22,645	19,628	22,645	23,710
19001173 51390	Salary FT - Hoover Campsite	11,176	11,322	11,322	9,814	11,322	11,855
19001174 51390	Salary FT - Hoover Meadowhawk	11,176	11,322	11,322	9,814	11,322	11,855
	Total Personnel	692,657	673,924	673,924	568,611	674,894	745,095
EMPLOYEE BENEFITS							
190011 61160	IMRF Expense - Administration	30,449	12,055	12,055	10,273	12,055	12,308
190011 61170	SS Expense - Administration		13,231	13,231	11,018	13,231	13,509
19001160 63050	IMRF/SS Expense - Ellis House	1,836	1,604	1,604	1,302	1,604	1,638
19001161 63050	IMRF/SS Expense - Ellis Barn	1,860	1,604	1,604	1,376	1,604	1,638
19001162 63050	IMRF/SS Expense - Ellis Grounds	3,541	3,208	3,208	2,470	3,275	3,275
19001163 63050	IMRF/SS Expense - Ellis Center Camps Expense	257	316	316	601	316	322
19001164 63050	IMRF/SS Expense - Ellis Center Riding Lessons Expense	5,900	3,878	3,878	3,093	3,878	3,959
19001165 63050	IMRF/SS Expense - Ellis Center Birthday Parties Expense	835	641	641	527	641	654
19001166 63050	IMRF/SS Expense - Ellis Center Public Programs Expense	700	199	199	377	199	203
19001167 63050	IMRF/SS Expense - Sunrise Center North	2,260	1,726	1,726	1,656	1,726	1,762
19001168 63050	IMRF/SS Expense - Ellis Center Weddings Expense	400	157	157	78	157	160
19001169 63050	IMRF/SS Expense - Ellis Center Other Rentals Expense	200	157	157	22	157	160
19001171 63050	IMRF/SS Expense - Hoover Grounds	9,728	9,139	9,139	6,884	9,139	9,332
19001172 63050	IMRF/SS Expense - Hoover Bunkhouse	4,864	4,570	4,570	3,352	4,570	4,666
19001173 63050	IMRF/SS Expense - Hoover Campsite	2,432	2,285	2,285	1,676	2,285	2,333
19001174 63050	IMRF/SS Expense - Hoover Meadowhawk	2,432	2,285	2,285	1,676	2,285	2,333
19001175 63050	IMRF/SS Fund Expense - Env. Education						
19001176 63050	IMRF/SS Fund Expense - Env. Education School Programs	3,896	3,987	3,987	416	3,987	4,070
19001177 63050	IMRF/SS Fund Expense - Env. Education Camps	3,152	1,615	1,615	2,417	1,649	1,649
19001178 63050	IMRF/SS Fund Expense - Env. Education Natural Beginnings	12,222	12,079	12,079	9,032	12,079	12,333
19001179 63050	IMRF/SS Fund Expense - Env. Education Other Public Programs	1,172	1,816	1,816	1,040	1,816	1,854
19001180 63050	IMRF/SS Fund Expense - Env. Education Laws of Nature	277	563	563	123	563	575
10001181 63050	IMRF/SS Fund Expense - Env. Educ. PT Salary - Other Expense	13					

Kendall County Forest Preserve District Operating Fund

KCFPD FY23 Updated Preliminary Budget - Finance Committee Review - 10/27/2022		END-OF-YEAR 11/30/2021	BUDGET 2022	2022 AMD 16-Aug-22	2022 YTD 19-Oct-22	2022 EOY (EST) 30-Nov-22	BUDGET 2023
KCFPD Operating Fund #1900							
19001183 63050	IMRF/SS Expense - Grounds & Nat. Resources	15,883	14,435	14,435	12,468	14,435	14,738
	IMRF/SS Expense - Pickerill Pigott						
190011 61230	Medical Insurance - Administration	31,550	53,383	56,146	18,550	56,146	59,365
	Medical Insurance - Hoover						
19001171 63060	Medical Insurance - Hoover Grounds	10,804	12,525	11,928	9,911	11,928	12,611
19001172 63060	Medical Insurance - Hoover Bunkhouse	5,628	6,263	5,964	4,956	5,964	6,306
19001173 63060	Medical Insurance - Hoover Campsite	2,814	3,132	2,982	2,478	2,982	3,153
19001174 63060	Medical Insurance - Hoover Meadowhawk	2,814	3,132	2,982	2,478	2,982	3,153
19001175 63060	Medical Insurance - Environmental Education						
19001178 63060	Medical Insurance - Env. Education Natural Beginnings						
19001168 63060	Medical Insurance - Ellis Weddings						
19001183 63060	Medical Insurance - Grounds & Nat. Resources	29,395	36,909	35,343	29,186	35,343	37,369
190011 68000	Annual Insurance Premiums (ICRMT)	56,394	61,840	61,840	63,764	61,840	68,586
190011	Transfer to FP Liability Insurance Fund						
	Insurance Deductible						
	Total Employee Benefits	243,708	268,732	268,732	203,000	268,732	284,014
	CONTRACTUAL						
190011 62150	Contractual Services (RecPro Software)	1,650	1,815	1,815	1,815	1,815	1,815
190011 62150	Contractual Services (Kendall County Email Accounts)	1,000	1,000	1,000	1,000	1,000	1,000
190011 62150	Contractual Services (City Forest Credits)	1,500	3,023	6,877	5,153	5,153	11,543
190011 62150	Contractual Services (EquineGenie Software)	698					
190011 62150	Contractual Services (kendallforest.com website)	720	720	720	480	720	720
190011 62030	Contractual Services (Teams Course Inspection and Maint.)				500	1,000	
	Dues/Memberships						
190011 62040	Conferences	910	1,300	1,599	1,156	1,156	1,500
190011 62090	Legal Publications	1,750	1,200	1,576	1,554	2,000	1,200
190011	Environmental Education Presenters						
19001163 63020	Veterinarian & Farrier - Ellis Camps						
19001164 63020	Veterinarian & Farrier - Ellis Riding Lessons	9,000	9,000	9,000	6,825	7,363	9,000
19001165 63020	Veterinarian & Farrier - Ellis Birthday Parties						
19001166 63020	Veterinarian & Farrier - Ellis Public Programs	500					
19001166 63020	Veterinarian & Farrier - Sunrise Center		500	500	-	400	500

Kendall County Forest Preserve District Operating Fund

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KCFPD Operating Fund #1900		11/30/2021	2022	16-Aug-22	19-Oct-22	30-Nov-22	2023
19001168 63070	Refuse Pickup - Ellis	1,700	1,700	1,000	1,243	1,356	1,700
19001183 63070	Refuse Pickup - Grounds & Natural Resources	10,000	8,500	8,500	9,894	10,793	8,500
1901183	Event Tent Lease - Ellis						
19001183 63540	Telephone - Grounds & Natural Resources	9,000	10,000	8,000	6,089	7,000	8,000
190011 65490	Audit	8,000	8,250	8,250	8,240	8,240	8,500
190011 68340	Farm Lease Contract Expenses (Hay Crop Inputs)	500	500	500	1,727	1,727	500
190011 68560	Credit Card Fee	9,682	10,500	11,167	11,174	12,190	14,899
	Total Contractual	56,610	58,008	60,504	56,850	61,913	69,377
	COMMODITIES						
190011 62000	Office Supplies & Postage - Administration	7,000	7,000	7,000	4,430	6,000	5,000
190011 62000	CARES Act Purchases	1,906					
19001160 62000	Office Supplies & Postage - Ellis House	750	750	750	185	300	750
19001183 62180	Fuel, Gas & Oil Grounds	10,000	13,100	13,863	15,239	16,624	20,319
19001183 62400	Uniforms - Grounds	500	1,000	2,244	1,509	1,509	2,500
	Environmental Education						
19001176 63030	Env. Educ. - School Programs Expense		700	700	139	700	700
19001177 63030	Env. Educ. - Camps Expense	800	1,500	1,500	1,031	1,500	1,500
19001178 63030	Env. Educ. - Natural Beginnings Expense	2,000	2,000	2,000	1,460	2,000	4,000
19001179 63030	Env. Educ. - Other Public Programs Expense	250	750	750	206	750	750
19001180 63030	Env. Educ. - Laws of Nature Expense	200	500	570	483	570	600
19001183 63090	Gas - Grounds & Natural Resources	4,999	5,000	5,559	4,565	4,565	5,700
19001184 63100	Electric - Pickerrill Pigott	5,200	7,450	8,255	6,032	7,080	6,000
19001182 63130	Natural Area Volunteer Supplies						
	Natural Area Management Supplies						
190011 63510	Electric - Administration	3,000	2,750	2,750	2,102	2,293	2,500
190011 68500	Project Fund Expense (Forest Foundation Purchases)	1,661	5,000	5,000	5,505	7,505	5,000

Kendall County Forest Preserve District Operating Fund

KCFPD FY23 Updated Preliminary Budget - Finance Committee Review - 10/27/2022		END-OF-YEAR	BUDGET	2022 AMD	2022 YTD	2022 EOY (EST)	BUDGET
KCFPD Operating Fund #1900		11/30/2021	2022	16-Aug-22	19-Oct-22	30-Nov-22	2023
190011 68430	Promotion/Publicity	1,750	1,000	1,000	710	710	1,000
190011 68440	Newsletter	400	450	450	342	450	450
	Utilities - Ellis						
19001160 62270	Utilities - Ellis House	8,000	7,400	7,400	5,105	5,569	6,500
19001161 62270	Utilities - Ellis Barn	6,120	7,400	7,400	3,879	4,232	6,500
	Utilities & Maintenance - Hoover						
19001171 62270	Hoover - Other Utilities	4,600	4,600	4,600	2,135	4,000	4,600
19001171 63090	Hoover - Gas	6,000	6,200	9,813	7,882	8,599	9,800
19001171 63100	Hoover - Electric	14,100	14,300	16,518	12,729	13,886	16,000
19001171 63110	Hoover - Shop Supplies	3,000	3,000	3,252	3,274	3,572	3,250
19001171 63120	Hoover - Building Maintenance	8,050	6,000	6,940	8,685	9,475	7,000
19001171 66500	Hoover - Other Expenses	1,000	1,000	1,338	892	1,300	1,400
19001171 68580	Hoover - Grounds Maintenance	4,100	4,000	5,198	3,972	4,333	5,000
	Promotion/Publicity - Ellis						
19001163 68430	Promotion/Publicity - Ellis Camps						
19001164 68430	Promotion/Publicity - Ellis Riding Lessons						
19001165 68430	Promotion/Publicity - Ellis Birthday Parties						
	Promotion/Publicity - Ellis Weddings						
19001169 68430	Promotion/Publicity - Ellis Other Rentals						
19001170 68430	Promotion/Publicity - Ellis 5k						
19001166 68570	Volunteer Expense - Ellis Public Programs	150	150	150	-	-	150
	Animal Care & Supplies - Ellis						
19001163 63000	Animal Care & Supplies - Ellis Camps						
19001164 63000	Animal Care & Supplies - Ellis Riding Lessons	9,200	9,200	14,350	12,500	14,350	14,100
19001165 63000	Animal Care & Supplies - Ellis Birthday Parties						
19001166 63000	Animal Care & Supplies - Ellis Public Programs						
19001167 63000	Animal Care & Supplies - Sunrise Center North	1,200	1,200	3,804	2,536	3,804	3,800
	Horses Acquisition & Tack - Ellis						
19001163 63010	Horses Acquisition & Tack - Ellis Camps						
19001164 63010	Horses Acquisition & Tack - Ellis Riding Lessons	1,500	2,500	-	-	-	2,500
19001165 63010	Horses Acquisition & Tack - Ellis Birthday Parties						
	Horses Acquisition & Tack - Ellis Public Programs						
	Uniforms - Ellis						
19001163 62400	Uniforms - Ellis Camps						
19001164 62400	Uniforms - Ellis Riding Lessons						
19001165 62400	Uniforms - Ellis Birthday Parties						

Kendall County Forest Preserve District Operating Fund

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19001168 62400	Uniforms - Ellis Weddings						
	Program Supplies - Ellis						
19001163 63030	Program Supplies - Ellis Camps	450	450	450	249	249	450
19001165 63030	Program Supplies - Ellis Birthday Parties	300	300	441	294	441	450
19001170 63030	Program Supplies - Ellis 5K						
19001184 63030	Supplies: Shop - Pickerill Pigott						
19001183 63110	Supplies: Shop - Grounds	5,500	4,150	4,332	4,467	4,873	4,250
	Total Commodities	113,686	120,800	138,377	112,537	131,239	142,519

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KCFPD Operating Fund #1900						
OTHER						
190011 62160 Equipment - Administration	228					
19001183 62160 Equipment - Grounds & Natural Resources	32,000	20,000	36,290	26,568	36,290	35,000
19001183 68530 Preserve Improvements - Administration	750					
19001183 68530 Preserve Improvements - Grounds & Natural Resources						
190011 68540 Contributions (Drainage District Tax Assessments & Carb. Cred. Fee)	892	900	2,697	2,697	2,697	2,697
Grounds & Maintenance Equipment - Ellis						
19001160 68580 Grounds & Maint. - Ellis House	4,850	3,800	3,800	3,296	3,296	3,800
19001161 68580 Grounds & Maint. - Ellis Barn	3,350	2,700	2,700	1,698	1,852	2,700
19001162 68580 Grounds & Maint. - Ellis Grounds	5,440	4,700	5,800	5,754	6,310	5,500
Security Deposit Refunds						
Security Deposit Refunds						
19001163 63040 Security Deposit Refunds - Ellis Camps	-	500	500	435	435	500
19001164 63040 Security Deposit Refunds - Ellis Riding Lessons	500	1,000	1,000	-	-	1,000
19001166 63040 Security Deposit Refunds - Ellis Public Programs						
19001168 63040 Security Deposit Refunds - Ellis Weddings	10,675	9,000	9,000	3,100	3,100	5,000
19001169 63040 Security Deposit Refunds - Ellis Other Rentals	1,000	300	300	400	400	2,500
19001171 63040 Security Deposit Refunds - Hoover	11,082	11,082	9,000	7,707	9,000	9,000
19001176 63040 Security Deposit Refunds - Env. Education School Programs						
19001177 63040 Security Deposit Refunds - Env. Education Camps	955	2,200	2,200	555	555	2,200
19001178 63040 Security Deposit Refunds - Env. Education Natural Beginnings	1,500	3,500	3,500	666	666	500
19001179 63040 Security Deposit Refunds - Env. Education Public Programs	2,130	1,000	1,000	150	150	500
19001183 63040 Security Deposit Refunds - Grounds	50	100	180	120	120	160
19001184 63040 Security Deposit Refunds - Pickerill-Pigott						1,000
190011 69790 Contingency	11,500	21,147	11,507	-	-	1,432
Credit Card Fee Expense - Ellis Camps						
Credit Card Fee Expense - Public Programs						
Total Other	86,902	81,929	89,474	53,146	65,171	73,489
Total Expenditures	1,193,563	1,203,393	1,231,011	994,144	994,144	1,314,494
Operating Surplus / (Deficit)	179,709	2	(0)	202,825	202,825	0
Ending Balance	351,514	412,141	470,609	673,434	673,434	481,351

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KCFPD Operating Fund #1900		11/30/2021	2022	16-Aug-22	19-Oct-22	30-Nov-22	2023
Beginning Balance		171,805	412,140	470,609	470,609	470,609	481,351
Total Revenue		1,373,272	1,203,395	1,231,011	1,196,969	1,212,690	1,314,494
Total Personnel		692,657	673,924	673,924	568,611	674,894	745,095
Total Employee Benefits		243,708	268,732	268,732	203,000	268,732	284,014
Total Contractual		56,610	58,008	60,504	56,850	61,913	69,377
Total Commodities		113,686	120,800	138,377	112,537	131,239	142,519
Total Other		86,902	81,929	89,474	53,146	65,171	73,489
Total Expenditure		1,193,563	1,203,393	1,231,011	994,144	1,201,948	1,314,494
Surplus / (Deficit)		179,709	2	(0)	202,825	10,742	0
Ending Balance		351,514	412,143	470,609	673,434	481,351	481,351

FOREST PRESERVE DEBT SERVICE - SERIES 2003/2012
Fund 1902

ACCOUNT & DESCRIPTION	BUDGET 2021	EOY 2021	BUDGET 2022	2022 YTD 19-Oct-22	BUDGET 2023	% CHANGE IN BUDGET
Beginning Balance	924,379	924,432	939,454	937,583	947,396	0.8%
REVENUE						
190211 41010 Current Tax	430,500	429,513	442,900	432,942		
190211 41350 Interest Income	1,300	363	250	959	950	
Total Revenue	431,800	429,876	443,150	433,901	950	-99.8%
EXPENDITURE						
Other Expenditure						
190211 68640 Fiscal Agent Fee	900	900	1,057	113	1,057	
190211 68650 Debt Service - Interest 2012	30,825	30,825	18,975	18,975	6,450	
109211 68700 Debt Service - Principal 2012	385,000	385,000	405,000	405,000	430,000	
Total Expenditure	416,725	416,725	425,032	424,088	437,507	2.9%
Revenue over/(under) Expenditure	15,075	13,151	18,118	9,813	(436,557)	
Ending Balance	939,454	937,583	957,572	947,396	510,840	-46.7%

FOREST PRESERVE DEBT SERVICE - SERIES 2007/2015/2016/2017
Fund 1903

ACCOUNT & DESCRIPTION	BUDGET 2021	EOY 2021	BUDGET 2022	YTD 2022 19-Oct-22	BUDGET 2023	% CHANGE IN BUDGET
Beginning Balance	4,222,406	4,222,577	4,640,537	4,635,395	4,947,852	6.6%
REVENUE						
190311 41010 Current Tax	4,605,188	4,599,919	4,937,318	4,831,846	5,294,458	
190311 41350 Interest Income	1,200	1,154	650	4,101	4,000	
Total Revenue	4,606,388	4,601,073	4,937,968	4,835,947	5,298,458	7.3%
EXPENDITURE						
190311 66500 Other Expenditure	475	475	475	338	475	
190311 68640 Fiscal Agent Fee	950	950	1,107	1,900	1,900	
190311 68710 Debt Service - Interest 2015	355,018	355,018	354,040	354,040	352,950	
190311 68720 Debt Service - Principal 2015	45,000	45,000	40,000	40,000	45,000	
190311 68730 Debt Service - Interest 2016	294,188	294,188	290,088	290,088	285,688	
190311 68740 Debt Service - Principal 2016	100,000	100,000	105,000	105,000	115,000	
190311 68750 Debt Service - Interest 2017	627,625	627,625	477,125	477,125	302,250	
190311 68760 Debt Service - Principal 2017	2,765,000	2,765,000	3,255,000	3,255,000	3,740,000	
Total Expenditure	4,188,256	4,188,255	4,522,835	4,523,490	4,843,263	7.1%
Revenue over/(under) Expenditure	418,132	412,818	415,133	312,457	455,195	9.7%
Ending Balance	4,640,537	4,635,395	5,055,670	4,947,852	5,403,047	6.9%

KCFP Endowment Fund Fund 1904

ACCOUNT & DESCRIPTION	BUDGET 2022	FY22 AMD 8/16/2022	FY22 YTD 19-Oct-22	FY22 EOY 11/30/2022	BUDGET 2023	% CHANGE IN BUDGET	NOTES
Beginning Balance	883,210	883,179	883,179	883,179	862,298	97.6%	
REVENUE							
190411 41350 Interest	6,715	6,715	6,744	6,744	6,700	99.8%	
190411 42970 Grant Award					600,000		
Total Revenue	6,715	6,715	6,744	6,744	606,700	9035.0%	
EXPENDITURE							
190411 62150 Contractual Services	27,625	27,625	11,662	27,625	145,800	527.8%	Design/Arch./CPA
190411 70330 Construction					1,268,500		
Total Expenditure	27,625	27,603	11,662	27,625	1,414,300	5123.7%	
Revenue over/(under) Expenditure	(20,910)	(20,888)	(4,918)	(20,881)	(807,600)	3866.3%	
Ending Balance	862,300	862,291	878,261	862,298	54,698	6.3%	

**Forest Preserve Capital Fund
Fund 1907**

ACCOUNT & DESCRIPTION	BUDGET 2021	BUDGET 2022	FY22 AMD 08-16-2022	FY22 YTD 19-Oct-22	FY22 EOY 30-Nov-22	BUDGET 2023	% CHANGE IN BUDGET	BUDGET NOTES
Beginning Balance	0	288,916	286,713	286,713	286,713	52,166	-81.8%	
REVENUE								
190711 40300 Transfer In from 2007 Bond Proceeds Fund #1901 (950)	393,698	0	0	0	0	0		
190711 40330 Transfer In from Land Cash Fund #1910 (956)	0	0	0	0	0	0		
190711 40340 Transfer In from FRB Cropland Conversion #1909 (954)	30,000	0	0	0	0	0		
190711 40350 Transfer In from Project Improvement Fund #1906 (951)	164,116	0	0	0	0	0		
190711 40370 Transfer In from OSLAD Fund #1905	158,250	0	0	0	0	0		
190711 40370 Transfer in from RTP Fund #1908	0	0	0	0	0	177,100		FRB-RTP Grant Reimbursement
190711 40400 Transfer in from 2021 Bond Proceeds Fund #1912	100,784	100,784	0	0	0	0		
190711 41350 Interest Income	200	568	568	1,805	1,805	0	-100.0%	
190711 42490 IPMG Insurance Reimbursements	19,450	5,000	10,837	18,736	28,379	0	-100.0%	
190711 43430 Grant Award - Morton Arboretum Landscape	25,000	50,000	50,000	50,000	50,000	0	-100.0%	
190711 43740 Grant Award - ICECF Reservation Woods	0	10,000	10,000	10,000	10,000	0	-100.0%	
190711 43770 Grant Award - ICECF K-12 Pollinator	11,000	11,000	11,000	11,000	11,000	0	-100.0%	
190711 43780 Grant Award - ICECF Pilot Pollinator Meadows	10,000	10,000	10,000	0	0	0	-100.0%	
Total Revenue	811,714	186,784	91,837	91,541	101,184	177,100	92.8%	
EXPENDITURE								
190711 61430 Transfer to Land Cash Fund - Reservation Woods	52,700	0	0	0	0	0	0.0%	
190711 62160 Equipment Replacement Contingency	33,762	200,000	53,317	0	0	200,000	275.1%	
190711 66500 Project Fund Expense	33,762	33,762	46,000	41,739	46,000	11,082	-75.9%	
190711 68500 Project Fund Expense - Pickenill Estate House Roof	95,000	82,121	104,121	30,636	111,520	0	-100.0%	
190711 68500 Maramech Forest Preserve Gate Replacement	12,000	275	10,550	10,550	10,550	0	-100.0%	
190711 68510 Project Fund Expense - ICECF K-12 Pollinator	20,000	5,550	275	275	274	0	-100.0%	
190711 68520 Project Fund Expense - ICECF Pollinator Meadows	25,000	37,714	5,550	4,834	4,834	0	-100.0%	
190711 68610 Project Fund Expense - Morton Arboretum Landscape			37,714	19,530	19,530	18,184	-51.8%	
190711 61420 Transfer Out to Fund 1908			143,023	0	143,023	0	-100.0%	
Total Expenditure	602,814	381,422	400,550	107,564	335,731	229,266	-42.8%	
Revenue Over/(Under) Expenditure	208,900	(194,638)	(308,713)	(16,023)	(234,547)	(52,166)	-83.1%	
Ending Balance	208,900	94,278	(22,000)	270,690	52,166	(0)	-100.0%	

FP Fox River Bluffs Public Access RTP Grant Fund Fund 1908

ACCOUNT & DESCRIPTION	BUDGET 2020	BUDGET 2021	BUDGET 2022	FY22 AMD 8/16/2022	FY22 YTD 19-Oct-22	FY22 EOY 30-Nov-22	BUDGET 2023	% CHANGE IN BUDGET
Beginning Balance	0	0	30,300	30,300	30,300	30,300	17,918	
REVENUE								
190811 42970 Grant Award	177,100	30,300	30,300	100,941	0	17,918	159,182	
190811 43800 Transfer In from Series 2021 Bond Proceeds Fund #1912		0	0	143,023	0	100,941	0	
190811 40300 Transfer In from Capital Fund #1907	44,375			52,700	0	143,023	0	
190811 40300 Transfer In from Land Cash Fund #1910					0	52,700	0	
Total Revenue	221,475	30,300	30,300	296,664	0	314,582	159,182	
EXPENDITURE								
190811 66500 Other Expenditures	221,475	30,300	30,300	30,300	22,798	30,300	0	
190811 70650 Professional Services (Architect & Engineer)				296,664	103,407	296,664	0	
190811 70330 Construction								
190811 Transfer out to Fund 1907							177,100	
Total Expenditures	221,475	30,300	30,300	326,964	126,205	326,964	177,100	
Revenue over/(under) Expenditure	0	0	0	(30,300)	(126,205)	(12,382)	(17,918)	
Ending Balance	0	0	30,300	0	(95,905)	17,918	0	

FP Land Cash Fund 1910

Notes

ACCOUNT & DESCRIPTION	BUDGET 2021	Current YTD 31-Oct-21	Est. Year End 30-Nov-21	BUDGET 2022	FY22 AMD 16-Aug-22	FY22 YTD 19-Oct-22	FY22 EOY 30-Nov-22	BUDGET 2023
Beginning Balance			0	205,214	205,214	205,214	205,214	140,668
REVENUE								
191011 42910 Transfer In From Land Cash	157,514	157,514	157,514	0	0	0	0	66,959
191011 Interest Income								
191011 42970 Grant Awards	136,640	0	0	124,271	124,271	124,271	124,271	
191011 42490 Other Revenue		3,000	3,000			50	50	
191011 40380 Transfer in From Forest Preserve Capital Fund (1907)	52,700	3,000	52,700	0	0			
Total Revenue	346,854	160,514	213,214	124,271	124,271	124,321	124,321	66,959
EXPENDITURE								
191011 67410 Land Acquisition	210,214	8,000	8,000	329,485	276,785	136,167	136,167	207,627
191011 61300 Transfer Out to Fox River Bluffs RTP Fund 1908					52,700	0	52,700	
Total Expenditure	210,214	8,000	8,000	329,485	329,485	136,167	188,867	207,627
Revenue over/(under) Expenditure	136,640	152,514	205,214	(205,214)	(205,214)	(11,846)	(64,546)	(140,668)
Ending Balance	136,640	152,514	205,214	0	0	193,369	140,668	0

KC Land Cash
Fund Balance

KCFP Liability Insurance Fund

Fund 1911

ACCOUNT & DESCRIPTION	BUDGET 2021	BUDGET 2022	FY22 AMD 16-Aug-22	FY22 YTD 19-Oct-22	FY22 EOY 30-Nov-22	BUDGET 2023	% CHANGE IN BUDGET
Beginning Balance	50,000	45,000	46,300	46,300	46,300	46,300	
REVENUE							
191111 40320 Transfer from FP Operation Fund							
191111 42120 Insurance Claim Reimbursements				0	0	0	
Total Revenue	0	0	0	0	0	0	
EXPENDITURE							
191111 68990 Claims/Deductibles	25,000	25,000	25,000	0	0	25,000	
Total Expenditure	25,000	25,000	25,000	0	0	25,000	
Revenue over/(under) Expenditure	(25,000)	(25,000)	(25,000)	0	0	0	
Ending Balance	25,000	20,000	21,300	46,300	46,300	21,300	

FOREST PRESERVE SERIES 2021 BOND PROCEEDS
Fund 1912

ACCOUNT & DESCRIPTION	BUDGET 2021	BUDGET 2022	FY22 AMD 16-Aug-22	FY22 YTD 19-Oct-22	FY22 EOY 30-Nov-22	BUDGET 2023	% CHANGE IN BUDGET	BUDGET NOTES
Beginning Balance	0	100,919	100,919	100,919	100,919	145		
REVENUE								
191211 43790 Series 2021 Bond Proceeds	1,200,000	0	0	0	0	0		
191211 41350 Interest	0	0	22	101	167	0		
Total Revenue	1,200,000	0	22	101	167	0		
EXPENDITURE								
191211 61370 Transfer Out to FRB RTP Project Fund #1908	30,300		100,941	0	100,941	145		
191211 61420 Transfer Out to FP Capital Exp. Fund #1907		100,784						
191211 61440 Transfer Out to Pickertill-Pigott IDNR-PARC Project Fund #1913	1,111,895							
Total Expenditure	1,142,195	100,784	100,941	0	100,941	145		
Ending Balance	57,805	135	0	101,020	145	0		

FP Pickerill-Pigott IDNR-PARC Project Fund Fund 1913

ACCOUNT & DESCRIPTION	BUDGET 2021	BUDGET 2022	FY22 AMD 16-Aug-22	FY22 YTD 19-Oct-22	FY22 EOY 30-Nov-22	BUDGET 2023	% CHANGE IN BUDGET	Notes
Beginning Balance		1,063,405	1,062,110	1,062,110	1,062,110	240,770	-77.4%	
REVENUE								
191311 41350 Interest Income		200		0	0	200	0.0%	
191311 42970 IDNR PARC Grant Award		828,200		0	0	828,200	0.0%	FY23 IDNR PARC Grant Reimb.
191311 42980 ARPA Grant Award - Kendall County				0	0	100,000		KC ARPA Fund Grant Disbursement
191311 43800 Transfer from Bond Proceeds #1912	1,111,895							
Total Revenue	1,111,895	828,400	200	0	0	928,200	12.0%	
EXPENDITURE								
191311 61420 Transfer to FP Capital Fund #1907								
191311 66500 Other Expenditures								
191311 68530 Preserve Improvements/Master Plan								
191311 70040 Supplies								
191311 70050 Contractual Services								
191311 70060 Consultants								
191311 70330 Construction	400,000	1,036,265	1,034,970	15,471	800,000	334,770	-67.7%	PARC Project Improvements
191311 70650 Professional Services - A&E Services	75,800	27,340	27,340	12,791	21,340	6,000	-78.1%	Contracted Architectural Services
Total Expenditure	475,800	1,063,605	1,062,310	28,262	821,340	340,770	-68.0%	
Revenue over/(under) Expenditure	636,095	(235,205)	(1,062,110)	(28,262)		587,430	-349.8%	
Ending Balance	636,095	828,200	0	1,033,848	240,770	828,200	0.0%	

FP American Rescue Plan Act Fund Fund 1914

ACCOUNT & DESCRIPTION	BUDGET 2021	BUDGET AMD 11-21	BUDGET 2022	FY22 AMD 16-Aug-22	FY22 YTD 19-Oct-22	FY22 EOY 30-Nov-22	FY23 Budget	Notes
Beginning Balance			2,976	7,594	7,594	7,594	40,728	
REVENUE								
191411 Interest Income	30,000	30,000	100,000	100,000	0	100,000	100,000	
191411 40390 Transfer of American Rescue Plan Act Funds from Kendall County								
Total Revenue	30,000	30,000	100,000	100,000	0	100,000	100,000	
EXPENDITURE								
191411 51160 Salaries - Part Time Grounds Maintenance	8,000	3,700	17,280	17,280	4,082	8,000	20,160	
191411 51390 Salaries - Full Time Grounds Maintenance	716	331	32,600	32,600	28,739	32,600	36,474	
191411 61160 Transfer to KC IMRF Fund	612	283	2,272	2,272	2,016	2,272	2,145	
191411 63050 Transfer to KC SSI Fund	5,000	2,710	2,494	2,494	2,419	2,494	4,333	
191411 63060 ER Contr Health/Dental			11,500	11,500	9,685	11,500	12,432	
191411 66500 Other Expenditures			36,830	41,448	4,066	10,000	65,184	
191411 68530 Preserve Improvements/Master Plan								
191411 70040 Supplies	15,672							
191411 70050 Contractual Services		20,000						
191411 70060 Professional Services - A&E Services								
191411 70330 Construction								
Total Expenditure	30,000	27,024	102,976	107,594	51,007	66,866	140,728	
Revenue over/(under) Expenditure	0	2,976			(51,007)	33,134	(40,728)	
Ending Balance	0	2,976	(0)	(0)	(43,413)	40,728	0	

**FOREST PRESERVE DEBT SERVICE - SERIES 2021
Fund 1915**

ACCOUNT & DESCRIPTION	BUDGET 2022	2022 YTD 19-Oct-22	BUDGET 2023
Beginning Balance			45,008
REVENUE			
191511 41010 Current Tax	82,226	80,174	84,544
191511 41350 Interest Income	100	0	100
Total Revenue	82,326	80,174	84,644
EXPENDITURE			
191511 66500 Other Expenditure	475	338	475
191511 68640 Fiscal Agent Fee	1,107	475	1,107
191511 68790 Debt Service - Interest Series 2021	34,354	34,354	35,144
191511 68800 Debt Service - Principal Series 2021			30,000
Total Expenditure	35,935	35,166	66,726
Revenue over/(under) Expenditure	46,391	45,008	17,918
Ending Balance	46,391	45,008	62,926

ORDINANCE #12-11-001
GENERAL FUND TAX LEVY ORDINANCE
OF THE KENDALL COUNTY FOREST PRESERVE DISTRICT FOR THE
FISCAL YEAR BEGINNING DECEMBER 1, 2022 AND ENDING
NOVEMBER 30, 2023

BE IT ORDAINED BY THE BOARD OF COMMISSIONERS
OF THE KENDALL COUNTY FOREST PRESERVE DISTRICT,
KENDALL COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1 That there is required to be raised by taxation, and that there is levied upon all taxable property within the territorial limits of said Kendall County Forest Preserve District for the fiscal year beginning December 1, 2022 and ending November 30, 2023, the total sum of SEVEN HUNDRED TEN THOUSAND FOUR HUNDRED AND FORTY EIGHT dollars (\$710,448) as is provided:

Salaries - Full-Time	\$300,000
Salaries - Part-Time	\$190,000
Equipment	\$30,000
Fuel - Gas & Oil	\$8,500
Telephone	\$8,000
Electric	\$2,200
Gas	\$2,000
Publicity & Promotion	\$1,000
Newsletter	\$200
Supplies - Shop	\$2,000
Conferences	\$1,000
Audit	\$8,250
Refuse Pickup	\$5,000
Insurance	\$43,200
Medical Insurance	\$50,000
Legal Publications	\$390
IMRF & SS	\$58,708
TOTAL	<u><u>\$710,448</u></u>

SECTION 2 That the Secretary of said District is hereby directed to cause this Ordinance to be immediately published at least once in a newspaper published within said District and to incur the necessary expenses thereof, and said Secretary is hereby directed to file with the County Clerk of Kendall County, Illinois, a certified copy of this Ordinance and said County Clerk of Kendall County is hereby directed to cause the aforesaid amount of money to be extended upon and against the taxable property within the territorial limits of the Kendall County Forest Preserve District in accordance with law.

SECTION 3 This Ordinance shall be in full force and effect from and after its passage, approval and publication as required by law.

Approved this 15TH Day of November, 2022.

Signed:

Judy Gilmour, President

Elizabeth Flowers, Secretary

ORDINANCE #22-11-002
COMBINED ANNUAL BUDGET AND APPROPRIATION ORDINANCE

AN ORDINANCE SETTING FORTH THE ANNUAL BUDGET OF THE KENDALL COUNTY FOREST PRESERVE DISTRICT FOR THE FISCAL YEAR BEGINNING DECEMBER 1, 2022 AND ENDING NOVEMBER 30, 2023

AND

APPROPRIATING THE VARIOUS SUMS OF MONEY DEEMED NECESSARY TO DEFRAY ALL EXPENSES AND LIABILITIES OF THE KENDALL COUNTY FOREST PRESERVE DISTRICT FOR THE FISCAL YEAR BEGINNING DECEMBER 1, 2022 AND ENDING NOVEMBER 30, 2023

FISCAL YEAR BEGINNING DECEMBER 1, 2022 AND ENDING NOVEMBER 30, 2023

BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE KENDALL COUNTY FOREST PRESERVE DISTRICT, KENDALL COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1

That the attached annual budget hereinafter set forth is hereby adopted by the Kendall County Forest Preserve District, Kendall County, Illinois for the fiscal year beginning December 1, 2022.

	Fund 1900	Fund 1901	Fund 1902	Fund 1903	Fund 1904	Fund 1905	Fund 1906	Fund 1907	Fund 1908	Fund 1909	Fund 1910	Fund 1911	Fund 1912	Fund 1913	Fund 1914	Fund 1915	Total Est. Balances
	Operating Fund	2007 Bond Proceeds Capital Fund	Debt Series 2003/2012	Debt Series 2007/2015/2016/2017	Endowment Fund	Pickens-Piggott Phase I OS/LAD Project Fund	FP Improvement Fund	Capital Projects Fund	Fox River Bluffs RTP Grant Project Fund	Fox River Bluffs Cropland Conversion Project Fund	Land Cash Fund	Liability Fund	2021 Bond Proceeds Fund	Pickens-Piggott IDNR-PARC Project Fund	American Rescue Plan Act Fund	Debt Series 2021	
Estimated Beginning Balance December 1, 2022	\$ 481,351	\$ -	\$ 947,395	\$ 4,947,852	\$ 862,298	\$ -	\$ -	\$ 52,166	\$ 17,918	\$ -	\$ 140,668	\$ 46,300	\$ 145	\$ 240,770	\$ 40,728	\$ 45,008	\$ 7,822,600
Estimated Revenue & Transfers In	\$ 1,314,494	\$ -	\$ 950	\$ 5,298,458	\$ 606,700	\$ -	\$ -	\$ 177,100	\$ 159,182	\$ -	\$ 66,959	\$ -	\$ -	\$ 928,200	\$ 100,000	\$ 84,644	\$ 8,736,687
Estimated Expenditure & Transfers Out	\$ 1,314,494	\$ -	\$ 437,507	\$ 4,843,263	\$ 1,414,300	\$ -	\$ -	\$ 229,266	\$ 177,100	\$ -	\$ 207,627	\$ 25,000	\$ 145	\$ 340,770	\$ 140,728	\$ 66,726	\$ 9,196,926
Estimated Ending Balance November 30, 2023	\$ 481,351	\$ -	\$ 510,839	\$ 5,403,047	\$ 54,698	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,300	\$ -	\$ 828,200	\$ -	\$ 62,926	\$ 7,362,361

Estimated Receipts:

190011 40300-43450	FY22 Operating Fund #1900 Receipts	\$ 1,314,494
190111 41350	FY22 2007 Bond Proceeds Capital Fund #1901 Receipts	\$ -
190211 41010-41350	FY22 2003/2012 Debt Series Fund #1902 Receipts	\$ 950
190311 41010-41350	FY22 2007/2015/2016/2017 Debt Series Fund #1903 Receipts	\$ 5,298,458
190411 41350	FY22 Endowment Fund #1904 Receipts	\$ 606,700
190511 40300-42970	FY22 Pickens-Piggott Phase I OS/LAD Project Fund #1905 Receipts	\$ -
190611 41350	FY22 Forest Preserve Improvement Fund #1906 Receipts	\$ -
190711 40300-43790	FY22 Capital Projects Fund #1907 Receipts	\$ 177,100
190811 40300-43800	FY22 Fox River Bluffs RTP Grant Project Fund #1908 Receipts	\$ 159,182
190911 40300-42970	FY22 Fox River Bluffs Crop. Conv. Project Fund #1909 Receipts	\$ -
191011 40380-42970	FY22 Land Cash Fund #1910 Receipts	\$ 66,959
191111 XXXXX	FY22 Liability Fund #1911 Receipts	\$ -
191211 41350-43790	FY22 2021 Bond Proceeds Fund #1912 Receipts	\$ -
191311 41350-XXXX	FY22 Pickens-Piggott IDNR-PARC Project Fund #1913 Receipts	\$ 928,200
191411 41350-40390	FY22 American Rescue Plan Act Fund #1914 Receipts	\$ 100,000
191511 41010-41350	FY22 2021 Debt Series Fund #1915 Receipts	\$ 84,644
	Total Receipts	\$ 8,736,687

SECTION 2

That the several sums of money hereinafter set forth are hereby appropriated for the fiscal year of the Kendall County Forest Preserve District, Kendall County, Illinois beginning December 1, 2022 and ending November 30, 2023 to cover all necessary expenditures and liabilities of said Kendall County Forest Preserve District, Kendall County, Illinois hereinafter designated.

SECTION 3

That the object and purposes for which the appropriations are hereby made and the amount appropriated for each object and purpose are as follows:

Estimated Expenditures:

190011 51090-69790	FY22 Operating Fund #1900 Expenses	\$ 1,314,494
190111 61340-68640	FY22 2007 Bond Proceeds Capital Fund #1901 Expenses	\$ -
190211 68640-68700	FY22 2003/2012 Debt Series Fund #1902 Expenses	\$ 437,507
190311 66500-68760	FY22 2007/2015/2016/2017 Debt Series Fund #1903 Expenses	\$ 4,843,263
190411 62150	FY22 Endowment Fund #1904 Expenses	\$ 3,414,300
190511 61420-70330	FY22 Pickerill-Piggott Phase I OSIAD Project Fund #1905 Expenses	\$ -
190611 61300-61400	FY22 Forest Preserve Improvement Fund #1906 Expenses	\$ -
190711 61430-68610	FY22 Capital Projects Fund #1907 Expenses	\$ 229,266
190811 70650	FY22 Fox River Bluffs RTP Grant Project Fund #1908 Expenses	\$ 177,100
190911 61300-66500	FY22 Fox River Bluffs Crop. Conv. Project Fund #1909 Expenses	\$ -
191011 61300-67410	FY22 Land Cash Fund #1910 Expenses	\$ 207,627
191111 68990	FY22 Liability Fund #1911 Expenses	\$ 25,000
191211 61370-61440	FY22 2021 Bond Proceeds Fund #1912 Expenses	\$ 145
191311 66500-70650	FY22 Pickerill-Piggott (DNR-PARC) Project Fund #1913 Expenses	\$ 340,770
191411 51160-70330	FY22 American Rescue Plan Act Fund #1914 Expenses	\$ 140,728
191511 66500-68760	FY22 2021 Bond Proceeds Debt Series Fund #1915 Expenses	\$ 66,726
Total Expenditures		\$ 9,196,926

Approved this 15TH Day of November, 2022.

Signed:

Judy Gilmore, President

Elizabeth Flowers, Secretary

To: Kendall County Forest Preserve District – Finance Committee
From: Antoinette White, Grounds and Natural Resources Division Supervisor
RE: Pickerill Estate House – Construction Updates
Date: October 27, 2022

Lite Cosntruction, Kluber, and the District had a site meeting at the Pickerill Estate house this morning, Thursday October 27, 2022.

Below is a summary of the progress and anticipated work schedule:

The septic field work has been completed.

The frame work for the pavilion is set (pictured below).

Electric work has been started and partially roughed in.

The green house has been had demo work completed with a concrete floor put in.

Next week, masonry work and the pavilion roof is expected to start.

There is an expected change order to address the exposed cinder blocks in the green house.





FIELD OBSERVATION REPORT

CLIENT: Kendal County Forest Preserve Dist.
PROJECT: Pickerill Estate Renovations
PROJECT NO. 1250/1371

FIELD REPORT NO.	#02	REPORT DATE:	October 13, 2022
OBSERVATION DATE:	October 13, 2022	WEATHER:	Sunny
OBSERVATION TIME:	8:00 AM	TEMPERATURE:	47 degrees F
EST. % COMPLETE:	12%	CONFORMANCE WITH SCHEDULE:	YES

PRESENT AT SITE:

(2) Owner, (2) Electrical Contractors, (2) General Contractor, (2) Architects.

OBSERVATIONS:

1. Concrete piers have been placed.
2. Electrical Contractor on site determining wiring for canopy lighting, fire alarm and exit devices.
3. Demolition of north walkway pavement has been completed.
4. Wood joists stored on site.
5. Greenhouse interior demolition is completed. Concrete floor slab and stair completed.
6. Demolition on exterior siding and batten has started.
7. New septic system field and tank has been installed.

ACTION REQUIRED:

1. Provide brick color board sample similar to existing for review.

ATTACHMENTS: Photos 01 - 05

FIELD OBSERVATION REPORT

CLIENT: Kendal County Forest Preserve Dist.
PROJECT: Pickerill Estate Renovations
PROJECT NO. 1250/1371



FIELD OBSERVATION PHOTO

FIELD REPORT NO: 2

PHOTO NUMBER: 01

PHOTO DATE: October 13, 2022

PHOTO AUTHOR: Parnell Tesoro

LOCATION: South Site

COMMENTS:

COMMENTS AUTHOR: Parnell Tesoro

Concrete piers have been casted, and compaction has been placed.

FIELD OBSERVATION REPORT

CLIENT: Kendal County Forest Preserve Dist.
PROJECT: Pickerill Estate Renovations
PROJECT NO. 1250/1371



FIELD OBSERVATION PHOTO

FIELD REPORT NO: 2

PHOTO NUMBER: 02

PHOTO DATE: October 13, 2022

PHOTO AUTHOR: Parnell Tesoro

LOCATION: South Greenhouse

COMMENTS:

COMMENTS AUTHOR: Parnell Tesoro

Room demolition of required items has been completed. Concrete floor slab and stairs have been poured and completed.

FIELD OBSERVATION REPORT

CLIENT: Kendal County Forest Preserve Dist.

PROJECT: Pickerill Estate Renovations

PROJECT NO. 1250/1371



FIELD OBSERVATION PHOTO

FIELD REPORT NO: 2

PHOTO NUMBER: 03

PHOTO DATE: October 13, 2022

PHOTO AUTHOR: Parnell Tesoro

LOCATION: Southwest Corner

COMMENTS:

COMMENTS AUTHOR: Parnell Tesoro

Wood joists for the canopy are on site and stored outside on the southwest corner of the building.

FIELD OBSERVATION REPORT

CLIENT: Kendal County Forest Preserve Dist.
PROJECT: Pickerill Estate Renovations
PROJECT NO. 1250/1371



FIELD OBSERVATION PHOTO

FIELD REPORT NO: 2

PHOTO NUMBER: 04

PHOTO DATE: October 13, 2022

PHOTO AUTHOR: Parnell Tesoro

LOCATION: North Site

COMMENTS:

COMMENTS AUTHOR: Parnell Tesoro

Existing sidewalk pavement and landscape has been demolished at north site. Septic system and field to left of photo has been installed.

REPORT BY: Parnell Tesoro / Chris Hansen

Page 5 of 6

FIELD OBSERVATION REPORT

CLIENT: Kendal County Forest Preserve Dist.
PROJECT: Pickerill Estate Renovations
PROJECT NO. 1250/1371



FIELD OBSERVATION PHOTO

FIELD REPORT NO: 2

PHOTO NUMBER: 05

PHOTO DATE: October 13, 2022

PHOTO AUTHOR: Parnell Tesoro

LOCATION: South Site

COMMENTS: Demolition of existing siding and batten strips above low roof on south elevation has begun.
COMMENTS AUTHOR: Parnell Tesoro

To: Kendall County Forest Preserve District – Finance Committee
From: Antoinette White, Grounds and Natural Resources Division Supervisor
RE: Fox River Bluffs – RTP Trail Construction Updates
Date: October 27, 2022

The Fox River Bluffs – RTP Grant trail construction has been underway. As of the last site visit on Friday October 21st, 2022, the majority of the trail has been completed, and drainage work.

The remaining site work includes the final grading to the trail, one additional spot of drainage riff raff, and parking lot improvements including asphalt work and parking blocks.

The path coming from the parking lot to the main loop of the trail will be widened to increase the turning area for maintenance vehicles.

There is one change order expected, there will be a deduction of \$2,500 of geotextile.



David Guritz

From: Heath Wright <hwright@uplanddesign.com>
Sent: Tuesday, October 25, 2022 4:03 PM
To: David Guritz; Michelle Kelly
Subject: [External]RE: 2018 RTP - Fox River Bluffs Project

CAUTION - This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dave,
The \$2,500 of geotextile was not needed and a change order to delete it will be prepared.

Sincerely,
Heath A. Wright, PLA, ISA Certified Arborist
Principal Landscape Architect

Upland Design Ltd.
1229 N. Branch St., #220A | **CHICAGO**, IL 60642 (New Chicago Address)
24042 W. Lockport St, Suite 200 | **PLAINFIELD**, IL 60544
www.uplandDesign.com ph: 312-350-4088 x748 ph: 815-254-0091 x748

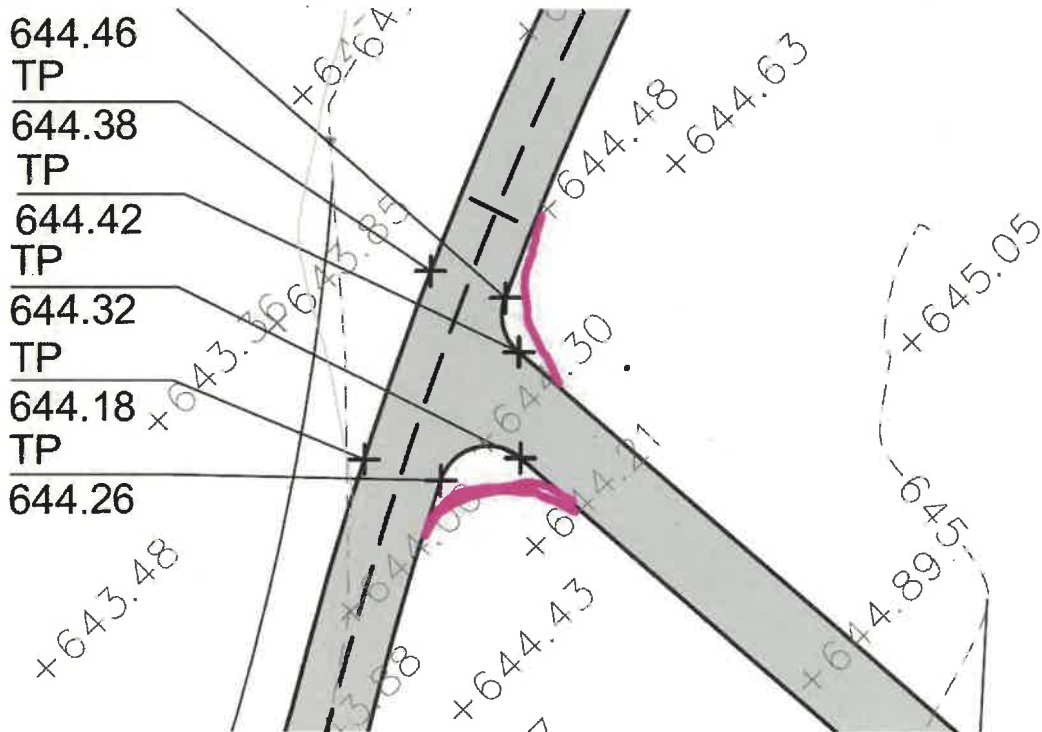
From: David Guritz <dguritz@kendallcountyil.gov>
Sent: Tuesday, October 25, 2022 3:29 PM
To: Heath Wright <hwright@uplanddesign.com>; Michelle Kelly <mkelly@uplanddesign.com>
Subject: 2018 RTP - Fox River Bluffs Project

Heath:
Any anticipated change orders for cost increases or decreases on the Fox River Bluffs project?
Finance Committee meets this Thursday.

Dave
Dave Guritz
Director
Kendall County Forest Preserve District
(630) 553-4131
dguritz@co.kendall.il.us



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Site Lease For Solar Installation

This SITE LEASE FOR SOLAR INSTALLATION (this "Lease"), dated as of November 15, 2022 (the "Effective Date") is by and between GRNE Solarfield 23, LLC, an Illinois limited liability company ("Lessee"), and Kendall County Forest Preserve ("Lessor"). Lessor and Lessee are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties."

WITNESSETH

WHEREAS, Lessor is the owner of the sites located in Yorkville, Illinois, and more particularly described in Exhibit B (the "Premises");

WHEREAS, in connection with the foregoing, Lessee desires to lease a portion of the Premises as more particularly described in Exhibit C and other space needed to construct, install, operate and maintain a photovoltaic solar energy generation facility (the "System") from Lessor and Lessor is willing to grant such lease to Lessee;

WHEREAS, Lessee has entered or will enter into a Power Purchase Agreement (the "PPA"), pursuant to which Lessee will sell the Energy Output from the System, and the execution of which provides consideration for this Lease;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, Lessee and Lessor hereby agree as follows:

1. Leased Premises and Related Rights.

(a) Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, in accordance with the terms and conditions hereinafter set forth, space at the Premises as shown on Exhibit C (the "Leased Premises") attached hereto, for the purposes set forth in this Lease and the PPA. Lessee's lease of the Leased Premises shall include reasonable access and use on a non-exclusive basis, said reasonableness to be determined in Lessor's sole discretion, in accordance with the terms and conditions in this Lease, to such additional areas within the Premises (including, without limitation, certain utility closets or outdoor appurtenances) necessary for interconnection of the System and System Assets (as defined below) with the utility (the "Other System Space"). In addition, Lessee and its invitees shall have the right to use, in common with Lessor and other tenants, those applicable areas within the Premises, including the entrances, roads, driveways, public and fire stairways, sidewalks, exterior ramps, parking facilities, loading docks and other similar areas which enable Lessee to obtain full use and enjoyment of the Leased Premises for the purposes described herein, including but not limited to any driveways, parking areas, field roads and other common spaces which provide access to the Leased Premises (the "Common Areas").

(b) Lessor hereby consents to the construction, installation, operation and maintenance of the System, including, without limitation, solar panels, mounting substrates or supports, wiring

and connections, power inverters, service equipment, metering equipment, security systems and utility interconnections subject to and in accordance with the terms and conditions set forth in this Lease.

(c) Lessor covenants that Lessee shall have peaceful and quiet enjoyment of the Leased Premises during the Term (as defined below) of this Lease. This Lease is intended to run with the Premises and shall survive any sale, assignment or transfer of the Premises or the Leased Premises by Lessor.

2. Term and Termination.

(a) Term. The term of this Lease shall commence on the Effective Date and on the 25th anniversary of the Commercial Operation Date of the System (the "Term"). Either Party may terminate this Lease if the PPA expires or is earlier terminated.

(b) Removal of System. Unless explicitly provided elsewhere in this Lease or the PPA, Lessee shall remove the System from the Premises within 180 days following the expiration or earlier termination of this Lease at Lessee's sole cost and expense. Lessor shall provide Lessee and its agents, employees, and consultants access at all reasonable times to the Premises and the System for purposes of such removal and Lessee shall repair any damage caused to Premises by the removal of the System at Lessee's sole cost and expense. If Lessor obtains ownership of the System pursuant to the terms of the PPA, this Lease shall terminate.

(c) Early termination by Lessee. Notwithstanding any provision contained herein to the contrary Lessee may terminate this Lease without penalty by providing thirty (30) days written notice to Lessor within 180 days of the Effective Date, if:

(i) Lessee is not able to obtain a title insurance policy issued by a nationally recognized title insurance provider in connection with its lease of the Leased Premises, which insures that Lessee's leasehold interest in the Leased Premises is recordable, provides marketable title, and is free and clear of all mortgages, liens, security interests, claims, Encumbrances (as defined below) and interests (except those in connection with which Landlord has delivered to Lessee prior to 180 days from the Effective Date an NDA as described in Section 8(d)); or

(ii) Lessee is not able to obtain (A) an interconnection agreement from the local utility in connection with the System, or (B) all Building and Electrical Permits required for the construction of the System after using commercially reasonable efforts to do so;

(iii) Lessee discovers unforeseen structural issues with the Leased Premises that prevent (or substantially increase the cost of) the installation of the System; or

(iv) Lessee receives a Phase I environmental study of the Leased Premises revealing the existence of any underground storage tank or any hazardous, toxic or

dangerous materials on, in or under the Premises in violation of any Applicable Law.

(d) Reserved.

(e) Effect of Termination. Effective upon the expiration or earlier termination of this Lease the Parties will no longer be bound by its terms and conditions and shall be released and discharged from any obligations or liabilities arising or accruing thereunder from and after the date of such termination, except, i) to the extent necessary to enforce any rights and obligations of the Parties arising under this Lease prior to termination, and, ii) that the obligations of the Parties under this Lease with respect to claims for indemnification based upon events or circumstances occurring or arising on or before the termination of this Lease shall survive for a period of six (6) years following any termination of this Lease.

3. Payments. Contemporaneously with the execution of this Lease the Parties have made and entered into the PPA. The Parties agree and acknowledge that the consideration for this Lease shall be the mutual covenants and obligations of the Parties as set forth herein and as set forth in the PPA. No additional cash rent shall be due from Lessee during the term of this Lease.

4. Lessee's Work. Lessee shall, at its sole expense, construct, install and operate or cause to be constructed, installed and operated the System at the Leased Premises, in a good and workmanlike manner, with reasonable diligence, and consistent with all applicable building codes and permits.

5. Access to Premises.

a) During System operating hours and at other times as reasonably required, Lessor shall provide Lessee and its employees, agents, consultants, contractors and sub-contractors and local utility personnel access to the Leased Premises, Other System Space and all System Assets and any areas required to interconnect the System with the Premises' electrical system and any documents, materials and records and accounts relating to the System for purposes of installation, construction, operation, inspection, maintenance and removal of the System under this Lease, including but not limited to any Common Areas. Lessor shall not withhold such access unreasonably.

b) Notwithstanding any other provisions of this Lease, Lessee and its employees, agents, consultants, contractors and sub-contractors and local utility personnel may enter and access the Leased Premises or outside portions of the Other System Space without prior notice, consent or accompaniment of the Lessor in any situation related to the System where there is an imminent risk of (i) death or bodily harm to any person, or (ii) substantial damage to either the System or the Premises (an "Emergency"). Upon learning of an Emergency, either Party shall immediately notify the other.

6. System and Output Ownership.

(a) Lessee's Rights and Responsibilities. Lessee shall at all times retain title to and be the legal and beneficial owner of the System and all System Assets and in no event shall anyone claiming by, through or under Lessor (including but not limited to any present or future mortgagee of the Premises) have any rights in or to the System at any time. All System Assets shall remain the personal property of Lessee and shall not become fixtures notwithstanding the manner in which the System is or may be attached, physically mounted or adhered to any structures, buildings, fixtures or other real property of Lessor, and Lessor shall have no right, title or interest in any System or any System Assets.

(i) Lessee may grant or cause to be granted to its Lender(s) a security interest in the System and Lessor expressly subordinates any rights it may have in the System, at any time and from time to time whether pursuant to this Lease, at law or in equity or otherwise. Lessee may file one or more informational financing statements or fixture filings in such jurisdictions as it deems appropriate with respect to the System in order to establish public record of its rights in the System or in connection with the grant of a security interest in the System to any of its Lenders, including but not limited to a memorandum of lease.

(b) Lessor's Rights and Responsibilities. Lessor shall at all times retain title to and be the legal and beneficial owner of the Premises and in no event shall anyone claiming by, through or under Lessee have any rights in or to the Premises or any improvements thereon (other than the System and all System Assets or pursuant to Lessee's rights in the Leased Premises under this Lease) at any time. Neither Lessee nor its Lenders(s) shall take any action which may subject the Premises, Lessor's interest in the Leased Premises, or any real or personal property of Lessor to any lien, encumbrance, mortgage, or deed of trust.

(i) Lessor may grant or cause to be granted to its lender(s) a security interest in the Premises and improvements thereon (other than the System and all System Assets or pursuant to Lessee's rights in the Leased Premises under this Lease) and Lessee expressly disclaims and waives any rights it may have in the Premises and improvements thereon (other than the System and all System Assets or pursuant to Lessee's rights in the Leased Premises under this Lease) at any time whether pursuant to this Lease, at law or in equity.

(c) Notwithstanding the System's presence on the Premises, (i) Lessor shall not directly or indirectly cause, create, incur, assume or suffer to exist any Encumbrance on or with respect to the System or any interest therein. Lessor also shall pay promptly before a fine or penalty may attach to the System any taxes, charges or fees of whatever type of any relevant governmental authority for which Lessor is responsible and (ii) Lessee shall not directly or indirectly cause, create, incur, assume or suffer to exist any Encumbrance on or with respect to the Premises or improvements thereon (other than the System) or any interest therein. Lessee also shall pay when due before a fine or penalty may attach to the Premises or any improvements thereon (including the System or pursuant to Lessee's rights under this Lease) any taxes, charges or fees of whatever type of any relevant governmental authority for which Lessee or its contractors are responsible. If a Party breaches its obligations under this Section 6(c), it shall immediately notify the other Party in writing, shall cause such liens to be satisfied, discharged and released of

record (by bonding over or otherwise) within ten (10) days after it receives knowledge of such lien without cost to the other Party, and, to the extent permitted by law, shall indemnify the other Party against all costs and expenses (including reasonable attorneys' fees and court costs at trial and on appeal) incurred in connection therewith. If a Party fails to satisfy, discharge and release a lien as required by this Section 6(c), the other Party may do so at the sole cost and expense of the responsible Party.

7. Maintenance; Repair. Lessee at Lessee's sole expense shall maintain the System and the Leased Premises in good condition and repair in accordance with applicable contractor, subcontractor and vendor warranties and guarantees and manufacturers' instructions and specifications, all Applicable Laws and applicable standards, and the terms of this Lease. All such maintenance performed by Lessee shall be done in a good and workmanlike manner pursuant to all Building and Electrical Permits. Lessor may, at its option and expense, install security lighting on the Leased Premises, provided that (a) the location of such lighting shall be mutually agreed upon in writing by Lessor and Lessee, (b) the installation, operation, maintenance and existence of such lighting shall not interfere with Lessee's installation of the System or the generation of energy from the System, (c) Lessor shall maintain such lighting in good condition and repair in accordance with applicable contractor, subcontractor and vendor warranties and guarantees and manufacturers' instructions and specifications, all Applicable Laws and applicable standards, and the terms of this Lease and (d) Lessor shall repair any damage caused to the System or the Leased Premises by the installation, maintenance and existence of such lighting at Lessor's sole cost and expense.

8. Representations and Warranties, Covenants of Lessor. Lessor represents and warrants that:

a) Authorization. Lessor (i) has been duly authorized to enter into this Lease by all necessary action and (ii) by entering this Lease will not be in default under any agreement to which it is a party (including any financing, security or leasing arrangement with respect to the Premises) or any valid order of any court, or regulatory agency or other body having authority to which Lessee is subject.

b) Lessor's Title to Premises. Lessor has lawful title to the Premises, including the Leased Premises, and, upon keeping and performing each and every covenant, agreement, term, provision and condition herein contained on the part and on behalf of Lessee to be kept and performed, Lessee shall have quiet and peaceful possession and quiet enjoyment of the Leased Premises free from any claim of any Person of superior title thereto throughout the term of this Lease. Lessor shall not sell or otherwise transfer the Premises, unless Lessor shall have given Lessee at least fifteen (15) Business Days prior written notice thereof identifying the transferee, the Premises to be so transferred and the proposed date of transfer. In event of a sale or transfer by Lessor of the Premises, the same shall operate to release Lessor from any future liability upon any of the covenants or conditions, express or implied, contained in this Lease in favor of Lessee, and in such event Lessee agrees to look solely to the successor in interest of Lessor in and to this Lease, provided that Lessor shall cause any such successor in interest to execute and deliver to Lessee a document pursuant to which such successor in interest shall assume all of Lessor's rights and obligations under this Lease. This Lease shall not be affected by any such sale or transfer.

c) No Interference With and Protection of System. Lessor shall not conduct activities on or about the Premises, including the Leased Premises, which have a reasonable likelihood of causing damage, impairment or otherwise adversely affecting the System.

i) Lessor shall not attempt to modify, repair, replace, or otherwise interfere with the System or any System Assets (and shall not authorize any third party to do so).

d) Non-Disturbance Agreement. This Lease is subject and subordinate in all respects to any underlying leases, ground leases, licenses or agreements, and to all mortgages which may now or hereafter be placed on or affect such leases, licenses or agreements or the land or the Premises and also to all renewals, modifications, consolidations and extensions of such underlying leases, ground lease, licenses, agreements, and mortgages. Lessor shall obtain a non-disturbance agreement (“NDA”) from any third party who holds an interest in, or Encumbrance on, the Premises including without limitation, any lenders to Lessor or transferees or mortgagees of the Premises, which NDA shall (a) acknowledge and consent to the Lessee’s rights in the Leased Premises, (b) acknowledge that the third party has no interest in the System and shall not gain any interest in the System by virtue of the Parties’ performance or breach of this Lease and (c) subordinates any lien the third party may have in and to the System that is or may from time to time hereafter be located at the Leased Premises. In addition, prior to granting any future interest in, or Encumbrance on, the Premises, Lessor shall obtain an NDA from the grantee.

e) Insolation. Lessor acknowledges and agrees that access to sunlight (“Insolation”) is essential to the value to Lessee of the leasehold interest granted hereunder and is a material inducement to Lessee in entering into this Lease. Accordingly, Lessor shall not permit any interference with Insolation at the Leased Premises, including, without limitation, due to the installation, maintenance or existence of plants. Without limiting the foregoing, Lessor shall not do any of the following if doing so would in Lessee’s reasonable determination adversely affect the Insolation levels at the Premises: i) construct or permit to be constructed any structure on the Premises, ii) emit or permit the emission of suspended particulate matter, smoke, fog or steam or other air-borne impediments. If Lessor becomes aware of any potential development or other activity on nearby properties that could adversely affect the Insolation to the Leased Premises, Lessor shall promptly provide Lessee with notice of such information and reasonably cooperate (at no cost to Lessor) with Lessee’s measures to preserve existing levels of Insolation at the Leased Premises. Notwithstanding any other provision of this Lease, the Parties agree that (i) Lessee shall be irreparably harmed by a breach of the provisions of this Section 8(e), (ii) an award of damages shall be inadequate to remedy such a breach, and (iii) Lessee shall be entitled to equitable relief, including specific performance, to compel compliance with the provisions of this Section 8(e).

f) Interconnection Access. Lessor shall grant or reasonably assist Lessee in securing any easements or other property access rights reasonably required by the local utility or other governing authority to interconnect the System to the local utility grid.

g) Hazardous Materials. To the best of Lessor’s knowledge, there are no substances, chemicals or wastes, identified as hazardous, toxic or dangerous materials in any Applicable Law,

present on, in or under the Leased Premises in violation of any Applicable Law. Lessor shall not introduce or use any hazardous, toxic or dangerous materials on, in or under the Leased Premises in violation of any Applicable Law. If Lessor becomes aware of any such hazardous, toxic or dangerous materials, Lessor shall promptly notify Lessee of the type and location of such materials in writing.

9. Representations and Warranties, Covenants of Lessee. Lessee represents and warrants that:

(a) Authorization; Enforceability. Lessee (i) has been duly authorized to enter into this Lease by all necessary action and (ii) by entering this Lease will not be in default under any agreement to which it is a party or any valid order of any court, or regulatory agency or other body having authority to which Lessee is subject.

(b) Hazardous Materials. Lessee shall not introduce or use any hazardous, toxic or dangerous materials on, in or under the Premises in violation of any Applicable Law. If Lessee becomes aware of any such hazardous, toxic or dangerous materials, Lessee shall promptly notify Lessor of the type and location of such materials in writing. Lessee agrees to assume full responsibility for (and protect, indemnify and defend Lessor against) any liability or cleanup obligations for any contamination or pollution or breach of environmental laws related to the use of any hazardous, toxic or dangerous materials on, in or under the Premises that are directly attributable to the actions of Lessee.

(c) Damage Due to System. Lessee shall pay any costs incurred by Lessor to repair damage to the Premises or Leased Premises that are directly and solely attributable to the installation, operation or removal of the System, provided that prior to the repair of any such damage, (i) Lessor provides Lessee (and its employees, agents and contractors) the opportunity to inspect such damage, and (ii) review in advance of its execution any contract to repair it. Notwithstanding the foregoing to the contrary, Lessee shall not be liable for any costs incurred by Lessor to repair damage to any plants even if caused by Lessee (or its employees, agents or contractors).

10. Insurance.

(a) At all times commencing on the date Lessee or its contractors start construction of the System, Lessee shall carry and maintain, at its sole cost and expense, the following insurance coverages:

(i) commercial general liability insurance with a broad form endorsement, or then comparable equivalent ISO forms and coverage, applicable to the Premises and its appurtenances including, without limitation, the common areas, providing, on an occurrence basis, a minimum combined single limit of One Million Dollars (\$1,000,000.00), including but not limited to, coverages for bodily injury, property damage, and contractual liability, and coverages for any and all injury resulting from any act or omission on the part of Lessee or Lessee's contractor's, licensees, agents, visitors or employees, on or about the Premises including such claims arising

out of the construction of improvements on the Premises, with no deductible in excess of Ten Thousand Dollars (\$10,000.00);

(ii) workers compensation insurance covering all persons employed in connection with the construction of any improvements by Lessee and the operation of its business upon the Premises in accordance with Applicable Laws; and

(iii) special form (or its then-comparable equivalent ISO form) property insurance written at replacement cost value and with an agreed amount endorsement sufficient to avoid coinsurance covering the System and all of Lessee's property at the Premises and Alterations installed in the Premises. No deductible shall be in excess of Ten Thousand Dollars (\$10,000.00). This insurance policy shall also insure direct or indirect loss of Lessee's earnings attributable to Lessee's inability to use fully or obtain access to the Premises. Lessee shall use commercially reasonable efforts to cause this insurance policy to provide that it will not be cancelled or materially changed unless at least 30 days' notice thereof has been provided to Lessor.

(b) By requiring insurance herein, neither Party represents that coverage limits will necessarily be adequate to protect the other and such coverage and limits shall not be deemed as a limitation on either Party's liability under the indemnities granted in this Lease.

(c) Either Party shall give prompt notice to the other in case of fire or other casualty or accidents in the Premises, or of defects therein or in the figures or equipment.

11. Taxes. The Parties agree that the System is the personal property of the Lessee and not a fixture to the Leased Premises, and Lessee shall pay all personal property taxes levied on the System, but Lessee shall not be responsible for any real estate taxes or assessments with respect to the Leased Premises. If real estate taxes or assessments are ever assessed with respect to the Leased Premises, then Lessor shall be responsible for payment thereof.

12. Liability and Indemnity.

(a) Lessee shall indemnify, hold harmless and defend with counsel of Lessor's own choosing, Lessor, its officials, officers, employees, including its past, present, and future board members, elected officials and agents (collectively, the "Indemnified Parties") from and against all liability, claims, suits, causes of action, demands, proceedings, set-offs, liens, attachments, debts, actual out-of-pocket expenses, judgment, or other liabilities including actual out-of-pocket 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 (except as set forth in Section 12(d) below) to the extent arising from any breach of any covenant in this Lease or the PPA and any breach by Lessee of any representations or warranties made within this Lease or the PPA (collectively, the "Claims"), except to the extent such Claims result from the gross negligence or willful misconduct of any Indemnified Party.

(b) Nothing contained herein shall be construed as prohibiting Lessor, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought

against them. Lessor's participation in its defense shall not remove Lessee's duty to indemnify, defend, and hold Lessor harmless, as set forth above.

(c) Reserved.

(d) Notwithstanding any provision in this Lease to the contrary, neither Lessee nor Lessor shall be liable to the other for damages arising out of this Lease which are not reasonably foreseeable at the time this Lease is executed. The foregoing provision shall not prohibit either Party from seeking and obtaining recovery of i) third party damages for which it is entitled to indemnification hereunder, or ii) general contract damages for a breach of this Lease.

13. Casualty or Condemnation. In the event the Premises or the Leased Premises shall be so damaged or destroyed so as to make the use of the Leased Premises impractical as reasonably determined by Lessee, then Lessee may at any time provide notice to the other that fifteen (15) Business Days following the delivery of such notice this Lease shall effectively terminate subject to Sections 2(b) and 2(e). If Lessee does not elect to terminate this Lease pursuant to the previous sentence, Lessee shall exercise commercially reasonable efforts to repair and restore the Leased Premises and the System to its condition prior to such damage or destruction to the extent required by the PPA.

14. Assignment.

a) Lessee's Assignment. Lessee shall not assign or pledge this Lease or sublet the whole or any part of the Leased Premises, whether voluntarily or by operation of law, or permit the use or occupancy of the Leased Premises by anyone other than Lessee, and shall not make, suffer or permit any such assignment, subleasing or occupancy, without the prior written consent of Lessor, which restrictions shall be binding upon any and all assignees of this Lease and subtenants of the Premises. Notwithstanding the foregoing, Lessee, upon prior written notice to Lessor, may in its sole discretion assign any of its rights, duties or obligations under this Lease (i) to one or more of its Affiliates (as defined below), or (ii) to one or more third parties for collateral purposes in connection with any debt or equity financing involving the System, Lessee or Lessee's Affiliates.

b) Assignment to Lessee's Lender. With respect to an assignment pursuant to clause a)(ii) above, Lessor acknowledges and agrees that, upon receipt of written direction by any Lender of Lessee, Lessor will recognize Lender or any third party to whom Lender has reassigned the rights of Lessee under this Lease, as the proper and lawful Lessee of the Premises and as the proper and lawful successor to this Lease. Lessor shall be protected and shall incur no liability in acting in good faith upon any such written direction by Lender which Lessor shall in good faith believe (i) to be genuine and (ii) a copy of which to have been delivered to Lessee. Lessor shall be under no duty to make any investigation or inquiry as to any statements contained or matters referred to in any such foregoing direction, but may accept and rely upon them as conclusive evidence of the truth and accuracy of such statements.

c) Lessee's Assignees. Any assignee from Lessee shall agree to and shall assume in writing the obligations of the Lessee under this Lease and shall be bound by the terms of this Lease.

15. Provisions Benefiting Lender.

a) In connection with any financing or refinancing of the System, Lessor shall negotiate in good faith with the Lessee's financing parties, collateral assignees or mortgagees (collectively "Lenders") to agree upon a consent to collateral assignment of this Lease that shall be in form and substance agreed to by both Parties and Lenders, which agreement will not be unreasonably withheld, and shall include among other terms and conditions the following provisions.

i. The Parties shall not amend or modify this Lease in any material respect without the prior written consent of the Lenders;

ii. Whenever Lessor is required to provide notice to Lessee pursuant to the default provisions of Section 16, Lessor shall give concurrent written notice to any Lenders which Lessor has been provided written notice of;

iii. Lenders shall have the right, but not the obligation, to cure an Event of Default on behalf of Lessee in accordance with the provisions of this Lease, provided that Lenders shall be provided an additional time period (as to be agreed to in a consent to collateral assignment) from the end of the cure periods provided in Section 16, to effect a cure of such Event of Default; and

b) Lessee shall from time to time as required provide Lessor with written notice of any Lenders and provide contact information therefor for notice purposes. Upon receipt of such notice, Lessor shall recognize a particular entity as a Lender and will accord to such entity all the rights and privileges of a Lender hereunder.

c) Notice of Default. As a precondition to exercising any rights or remedies as a result of any default or alleged default by Lessee, Lessor shall deliver a duplicate copy of any applicable notice of an Event of Default (a "Notice of Default") to each Lender concurrently with delivery of such notice to Lessee, specifying in detail the alleged Event of Default and the required remedy, provided Lessor was given written notice of such Lender as provided hereunder.

d) Liability. Except as may otherwise be provided in a consent to collateral assignment as contemplated in this Section 15, a Lender that does not directly hold an interest in this Lease, or that holds a Lender's Lien, shall have no obligations under this Lease prior to the time that such Lender succeeds to absolute title to such interest or after the time that such Lender no longer has ownership of such interest.

e) Subordination of Lien. Subject to the terms and conditions hereof, Lessor hereby subordinates any lien or security interest (or claim arising therefrom) it may have in and to any System Assets to any lien or security interest (or claim arising therefrom) of any Lender in such System Assets; provided, however, that this subordination shall not prevent Lessor from exercising any right or remedy against Lessee to which Lessor may be entitled under this Lease or as may be provided by Applicable Law; nor shall it prevent Lessor from realizing upon any lien it may have on any System Assets, so long as Lessor recognizes Lender's prior right as described above.

Lessor further agrees to notify any purchaser of the Premises, and any subsequent mortgagee or other encumbrance holder, of the existence of the foregoing subordination of Lessor's lien, which shall be binding upon the executors, administrators, successors and transferees of Lessor, and shall inure to the benefit of the successors and assigns of Lender. Lessor shall execute a subordination, non-disturbance and attornment agreement with Lenders in a commercially reasonable form.

16. Defaults and Remedies.

a) Default. An "Event of Default" shall occur if a Party (the "Defaulting Party") fails to perform any obligation or covenant hereunder and such failure is not cured within thirty (30) days for any monetary obligation or within sixty (60) days for any non-monetary obligation after receiving written notice from the other Party (the "Non-Defaulting Party"); provided, however, that if the nature or extent of the obligation or obligations or cure is such that more than sixty (60) days are required, in the exercise of commercially reasonable diligence, for performance of such obligation(s), then the Defaulting Party shall not be in default if it commences such performance within ten (10) days following receipt of such notice and thereafter continues to pursue the same through to completion with commercially reasonable diligence. An Event of Default by Seller under the PPA shall be an Event of Default with respect to Lessee, and an Event of Default by Buyer under the PPA shall be an Event of Default with respect to Lessor.

b) Remedies. During any period where an Event of Default has occurred and is outstanding, the Non-Defaulting Party shall be entitled to: (i) by written notice to the Defaulting Party, designate a date not earlier than ten (10) Business Days and not later than thirty (30) Business Days after the date such notice is delivered as an early termination date with respect to this Lease (the "Default Termination Date") and this Lease shall terminate at midnight Eastern Standard time on the Default Termination Date; and (ii) exercise any and all remedies available to it at law or in equity, all of which remedies shall be cumulative.

i. In the event that the Non-Defaulting Party terminates this Lease pursuant to this Section, the Defaulting Party shall pay all costs and expenses associated with the removal of the System from the Premises.

c) Performance Excused by Force Majeure. To the extent either Party is prevented by Force Majeure from carrying out, in whole or part, its obligations under this Lease and such Party (the "Claiming Party") gives written notice containing details of the Force Majeure to the other Party as soon as practicable (and in any event within five (5) Business Days after the Force Majeure first prevents performance by the Claiming Party), then the Claiming Party will be excused from the performance of its obligations (other than the obligation to make payments then due or becoming due with respect to performance prior to the Force Majeure). Notwithstanding the above, any Party affected by a Force Majeure will use commercially reasonable efforts to eliminate or avoid the Force Majeure and to resume performing its obligations as soon as reasonably possible; provided however, that neither Party is required to settle any strikes, lockouts or similar disputes except on terms acceptable to such Party, in its sole discretion.

17. Notices. Any notice required by or provided for in this Lease shall be made to the addresses and persons set forth below. All notices shall be delivered by hand delivery, or confirmed

receipt delivery via US Postal Service or commercial carrier. Notice will be deemed to have been received when delivered. A Party may change its address by providing notice of the same in accordance with the provisions of this section.

If to Lessor:

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

If to Lessee:

Mr. Eric Peterman
c/o GRNE Solar
230 N Hicks Place,
Palatine, IL 60067
E-Mail: Eric@GRNESolar.com

With copy to:

Katten Muchin Rosenman LLP
525 W. Monroe St.
Chicago, Illinois 60661
Attn: Jason Gorczynski
E-Mail: jason.gorczynski@katten.com

18. Non-Waiver. No failure or delay by either Party in exercising any right, power, privilege, or remedy hereunder will operate as a waiver thereof. Any waiver must be in a writing signed by the Party making such waiver, and such waiver shall not be deemed to be a waiver of any subsequent breach of the same, or any other term, condition, or provision contained herein.

19. No Third Party Beneficiaries. This Lease is solely for the benefit of the Parties hereto and no right or cause of action shall accrue by reason hereof for the benefit of any third party not a party hereto, other than the Indemnified Parties and any secured parties, including the Lenders.

20. Headings. The headings in this Lease are solely for convenience and ease of reference and shall have no effect in interpreting the meaning of any provision of this Lease.

21. Choice of Law. This Lease shall be construed in accordance with the laws of the State of Illinois without regard to its conflict of laws principles. The Parties agree that the venue for any legal proceedings between them shall be the Circuit Court of Kendall County, Illinois.

22. **Binding Effect.** This Lease and its rights, privileges, duties and obligations shall inure to the benefit of and be binding upon each of the Parties, together with their respective successors and permitted assigns.

23. **Counterparts.** This Lease may be executed in counterparts, which shall together constitute one and the same agreement. A signature on a copy of this Lease received by either Party by facsimile or in electronic format (e.g., “pdf” or “tif”) is binding upon the other Party as an original. Both Parties agree that a photocopy of such facsimile or such electronic format may also be treated by the Parties as a duplicate original.

24. **Entire Lease; Amendments.** This Lease, together with the consideration provided by the PPA, represents the full and complete agreement between the Parties with respect to the subject matter contained herein and supersedes all prior written or oral agreements between said parties with respect to said subject matter. Lease may be amended only in writing signed by Lessee and Lessor or their respective successors in interest.

25. **Further Assurances.** Upon the receipt of a written request from the other Party, each Party shall execute such additional documents, instruments and assurances and take such additional actions as are reasonably necessary to carry out the terms and intent hereof. Neither Party shall unreasonably withhold, condition, or delay its compliance with any reasonable request made pursuant to this section. At the request of Lessee, Lessor agrees to execute and deliver in recordable form a copy of this Lease (or a memorandum of this Lease in a form mutually agreeable to both Parties) for recording in the title records of the county where the Premises are located or other applicable government office.

26. **Estoppel.** Either Party shall, without charge, within five (5) Business Days after receipt of a written request by the other Party deliver a written instrument, duly executed, certifying to the requesting Party, or any other Person specified by the requesting Party:

a) That this Lease is unmodified and in full force and effect, or if there has been any modification, that the same is in full force and effect as so modified, and identifying any such modification;

b) Whether or not to the knowledge of any such Party there are then existing any offsets or defenses in favor of such Party against enforcement of any of the terms, covenants and conditions of this Lease and, if so, specifying the same and also whether or not to the knowledge of such Party the other Party has performed all of the terms, covenants and conditions on its part to be performed, and if not, specifying the same; and

c) Such other information as may be reasonably requested by a Party.

Any written instrument given hereunder may be relied upon by the recipient of such instrument, except to the extent the recipient has actual knowledge of facts contained in the certificate.

27. **Conflict of Interest.** Both Parties affirm no Buyer’s officer or elected official has a direct or indirect pecuniary interest in Lessee or this Lease, or, if any Buyer’s officer or elected

official does have a direct or indirect pecuniary interest in Lessee or this Lease, that interest, and the procedure followed to effectuate this Lease has and will comply with 50 ILCS 105/3.

28. **Attorneys' Fees.** If any action brought in law or equity with respect to this Lease, arbitration, judicial reference or other proceeding is instituted between the Parties in connection with this Lease, the losing Party shall pay to the prevailing Party a reasonable sum for attorneys' and experts' fees and costs incurred in bringing or defending such action or proceeding (at trial and on appeal) and/or enforcing any judgment granted therein. The prevailing Party shall be determined based upon an assessment of which Party's major arguments or positions taken in the proceedings could fairly be said to have prevailed over the other Party's major arguments or positions on major disputed issues as the Party prevailing by seventy-five percent (75%) or more of damages or relief sought in any action brought pursuant to this Lease.

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

30. **Certification.** Lessee certifies that Lessee, its parent companies, subsidiaries, and affiliates are not barred from entering into this Lease as a result of a violation of 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating). Lessee further certifies by signing the Lease that Lessee, its parent companies, subsidiaries, and affiliates have not been convicted of, or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 et seq.; and has not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that Officer's or employee's official capacity. Nor has Lessee made an admission of guilt of such conduct that is a matter of record, nor has any official, officer, agent, or employee of the company been so convicted nor made such an admission.

31. **Reserved.**

32. **Reserved.**

33. **Reserved.**

34. **Material Safety Data Sheets.** When applicable, Lessee shall furnish Material Safety Data Sheets for their products, in compliance with the Illinois Toxic Substance Disclosure to Employee Act, Safety Inspection and Education Act & "Right to Know" law, 820 ILCS 255/1 et seq., 820 ILCS 220/0.01 et seq. and 820 ILCS 225/0.1 et seq.

[Signatures on the following page]

IN WITNESS WHEREOF, the Parties have executed this Lease as of the Effective Date.

LESSOR

Kendall County Forest Preserve

By: _____
Name: _____
Title: _____

LESSEE

GRNE Solarfield 23, LLC, an Illinois limited liability company

By: _____
Name: Eric Peterman
Title: CEO

EXHIBIT A

SCHEDULE OF DEFINITIONS

Definitions. The definitions provided below and elsewhere in this Lease will apply to the defined terms used in this Lease.

“**Affiliate**” means, with respect to any entity, any other entity that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, such entity.

“**Applicable Law**” means, with respect to any governmental authority, any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, holding, injunction, registration, license, franchise, permit, authorization, guideline, governmental approval, consent or requirement of such governmental authority, enforceable at law or in equity, along with the interpretation and administration thereof by any governmental authority.

“**Building and Electrical Permits**” means all permits, licenses, registrations and approvals required to install and construct the System on the Leased Premises whether required by any Applicable Law, utility, transmission or distribution provider or any other regulatory entity. The Interconnection Agreement is excluded from this definition.

“**Business Day**” means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday.

“**Commercial Operation Date**” means the date that construction and installation of the System is complete and the System connected to the electrical system of the Premises and the System is capable of delivering uninterrupted energy output; such date shall be determined at the sole discretion of the Lessee.

“**Default Termination Date**” shall have the meaning ascribed to it in Section 16(b).

“**Defaulting Party**” shall have the meaning ascribed to it in Section 16(a).

“**Emergency**” shall have the meaning ascribed to it in Section 5(d).

“**Encumbrance**” means any mortgage, pledge, lien (including mechanics’, labor or materialman’s lien), charge, security interest, or other encumbrance or claim.

“**Event of Default**” shall have the meaning ascribed to it in Section 16(a).

“**Force Majeure**” means any event or circumstance that (i) is not within the reasonable control, or the result of the negligence, of the Claiming Party, and (ii) by the exercise of due diligence, the Claiming Party is unable to overcome or avoid or cause to be avoided. This definition shall include, without limitation, (i) sabotage, riots or civil disturbances, (ii) acts of God, (iii) acts of the public enemy, (iv) acts of vandalism, (v) terrorist acts affecting the Premises, (vi) flood, ice storms, explosion, fire, lightning, or similarly cataclysmic occurrence, (vii) requirement by local electric

utility that the System curtail or discontinue operation for any reason (excluding any breach of the Interconnection Agreement with such utility), (viii) pandemics and epidemics, (ix) appropriation or diversion of electricity by sale or order of any governmental authority having jurisdiction thereof, or (x) any other action by any governmental authority which prevents or prohibits the Parties from carrying out their respective obligations under this Agreement. This definition shall not include economic hardship of either Party and shall not include: (i) equipment failure (except to the extent that such failure itself arises from Force Majeure), (ii) acts or omissions of Lessee's contractors or agents (except to the extent that such acts or omissions themselves arise from Force Majeure), or (iii) changes in costs of services, materials, labor.

"Indemnified Parties" shall have the meaning ascribed to it in Section 12(a).

"Insulation" shall have the meaning ascribed to it in Section 8(e).

"Interconnection Agreement" means any agreement required for the interconnection of the System with the local electric utility and the resale of excess power to the local utility.

"Leased Premises" shall have the meaning ascribed to it in Section 1(a).

"Lender" shall have the meaning ascribed to it in Section 15(a).

"NDA" shall have the meaning ascribed to it in Section 8(d).

"Non-Defaulting Party" shall have the meaning ascribed to it in Section 16(a).

"Notice of Default" shall have the meaning ascribed to it in Section 15(c).

"Other System Space" shall have the meaning ascribed to it in Section 1(a).

"PPA" shall have the meaning ascribed to it in the recitations section of this Lease.

"Premises" shall have the meaning ascribed to it in the recitations section of this Lease.

"System" shall have the meaning ascribed to it in the recitations section of this Lease.

"System Assets" means the each and all of the assets of which the System is comprised, including Lessee's solar energy panels, mounting systems, energy monitoring systems, inverters, monitoring systems, metering devices, disconnects, boxes, integrators and other related equipment installed on the Premises, electric lines required to connect such equipment to the Premises, protective and associated equipment, improvements, and other tangible and intangible assets, permits, property rights and contract rights required for the installation, construction, operation, and maintenance of the System.

"Term" shall have the meaning ascribed to it in Section 2(a).

EXHIBIT B

DESCRIPTION OF PREMISES

The "Premises" shall mean the real property and buildings thereon located at:

[INSERT LEGAL DESCRIPTION]

EXHIBIT C

DESCRIPTION OF LEASED PREMISES

“Leased Premises” are located at [_____] and consist of:

[INSERT LEGAL DESCRIPTION]

And depicted graphically as follows. Any conflict between the legal description above and the graphic depiction below shall be resolved in favor of the written legal description.

[INSERT GRAPHIC DEPICTION]

SOLAR ENERGY POWER PURCHASE AGREEMENT

THIS POWER PURCHASE AGREEMENT (this “PPA” or “Agreement”) is made and entered into as of November 15, 2022 (the “Effective Date”), between GRNE Solarfield 23, LLC, an Illinois limited liability company (“Seller”) and Kendall County Forest Preserve (“Buyer”). Seller and Buyer are sometimes hereinafter referred to individually as a “Party” and collectively as the “Parties.”

WHEREAS, concurrently herewith, Seller and Buyer are entering into a Site Lease For Solar Installation (the “Lease”) pursuant to which Seller agrees to lease a project site on premises (the “Leased Premises”) owned by the Buyer and located in Yorkville, Illinois (the “Premises”) and more particularly described in Exhibit A hereto.

WHEREAS, Seller intends to install, finance, own and operate a solar energy facility (the “System”) as more particularly described in Exhibit B hereto.

WHEREAS, as consideration for said Lease, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, all of the Energy Output generated by the System during the Term in accordance with the terms and conditions of this PPA.

NOW THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties agree as follows:

ARTICLE I INTRODUCTION

1.1 Defined Terms. Capitalized terms used in this PPA shall have the meanings ascribed to them in the Schedule of Definitions attached hereto as Exhibit C and made an integral part of this PPA by this reference.

1.2 Recitals. The above recitals are hereby incorporated into this PPA as if fully restated in this Article I.

ARTICLE II TERM

2.1 Term. The term of this PPA (the “Term”) shall commence on the Effective Date and shall be in effect until 00:00 hours Central Standard Time on the 25th anniversary of the Commercial Operation Date. The Term may be extended only by the mutual agreement of the Parties. The general terms of this Agreement shall remain in force during any extension period.

2.2 Conditions Precedent. The respective rights and obligations of the Parties under this PPA are expressly conditioned upon the satisfaction in full (or written waiver) of all of the following conditions, which the Parties shall pursue diligently and in good faith:

- a) Buyer and Seller shall have executed and delivered the Lease;

b) Seller, with the assistance of Buyer as required by the local utility, shall have obtained an interconnection application approved by the local electric utility;

c) Seller shall have obtained sufficient information to determine that the project shall be eligible for a \$0.25 per DC watt rebate from the utility; and

d) Seller shall have obtained sufficient information to determine that the project shall be eligible to receive solar renewable energy credits through the Illinois Power Agency at a price that is reasonably certain.

If the conditions precedent above are not satisfied by July 1, 2023, and only until all the conditions precedent above are satisfied, either Party may terminate this PPA without penalty subject to Section 2.4 by providing the other Party with notice pursuant to Section 16.1.

2.3 Removal of System at End of Term. Subject to Buyer's Purchase Option pursuant to Article XIII, Seller shall remove the System from the Premises within 180 days following the conclusion of the Term at Seller's sole cost and expense. Buyer shall provide Seller and its agents, employees, and consultants access at all reasonable times to the Premises and the System for purposes of such removal and Seller shall repair any damage caused to Premises by the removal of the System. No fewer than one (1) year prior to the end of the Term, or within 10 Business Days of termination of this Agreement in accordance with Section 9.4, Seller shall provide reasonable evidence that Seller has sufficient financial resources to remove the System as required by this Agreement. If Seller does not provide such evidence, Buyer shall have the right to cease making payments to Seller otherwise required by this Agreement, and use those funds to pay for removal of the System. The cost of such removal shall be deducted from amounts otherwise due to Seller, or added to amounts otherwise due from Seller, as appropriate.

2.4 Termination and Survival. Effective as of any termination of this PPA the Parties will no longer be bound by the terms and conditions of this PPA and shall be released and discharged from any obligations or liabilities arising or accruing thereunder from and after the date of such termination, except (i) to the extent necessary to enforce any rights and obligations of the Parties, including payment obligations, arising under this PPA prior to termination of this PPA, (ii) as provided in Section 14.1, and (iii) that the obligations of the Parties under this PPA with respect to indemnification will survive the termination of this PPA and will continue (but only with respect to claims for indemnification based upon events or circumstances occurring or arising on or before the termination of this PPA) for a period of six (6) years following any termination of this PPA.

2.5 Project Documents. This PPA shall be considered in conjunction with the Lease and the EPC Agreement (together with their attachments and exhibits, the "Project Documents") when interpreting its provisions.

ARTICLE III

PURCHASE AND SALE; DELIVERY; GOVERNMENTAL AND/OR UTILITY CHARGES

3.1 Purchase and Sale of Energy. Seller shall make available to Buyer, and Buyer shall take delivery of and purchase all Energy Output for the duration of the Term.

3.2 Price for Total Delivered Energy. Subject to the balance of this Section 3.2, Buyer shall pay Seller for Total Delivered Energy at the applicable Energy Payment Rate as set forth on Exhibit D for the duration of the Term. Notwithstanding the foregoing to the contrary, Buyer acknowledges and agrees that (a) Exhibit D was prepared based on the assumptions set forth therein, (b) the Energy Payment Rates as set forth on Exhibit D shall be updated to the extent that the inaccuracy of any such assumption results in increased costs to Seller and (c) any such update shall recalculate the Energy Payment Rates using the same methodology to calculate the Energy Payment Rates as of the Effective Date but changing only such inaccurate assumption. The payment to be made by Buyer to Seller shall equal the Total Delivered Energy for the relevant period multiplied by the Energy Payment Rate for such period.

3.3 Test Energy. Seller shall make available to Buyer and Buyer shall take delivery of all Test Energy produced by the System. Buyer shall pay Seller for the Test Energy at the Energy Payment Rate applicable on the Commercial Operation Date.

3.4 Delivery; Title and Risk of Loss. Title to and risk of loss of all Energy Output will pass from Seller to Buyer at the Metering Device. Seller warrants that it will deliver all Energy Output to Buyer at the Metering Device free and clear of all liens, security interests, claims, and other encumbrances.

3.5 Taxes and Other Governmental and/or Utility Charges. Buyer shall be responsible for and pay all Governmental and/or Utility Charges imposed directly on Buyer. Seller shall be responsible for and pay all Governmental and/or Utility Charges imposed directly on Seller, provided that if real estate taxes or assessments are ever assessed with respect to the Leased Premises, then Buyer shall be responsible for payment thereof. If required by any governmental authority, Buyer shall timely report, make filings for, and pay any and all sales, use, income, gross receipts, or other taxes, and any and all franchise fees or similar fees assessed against it due to its purchase of Energy Output.

a) To the extent applicable, both Parties shall use reasonable efforts to administer this PPA and implement its provisions so as to minimize Governmental and/or Utility Charges. In the event any sales of Energy Output or Environmental Attributes, if any, hereunder are eligible to be exempted from or not subject to one or more Governmental and/or Utility Charges, promptly, upon either Party's request, the other Party shall provide requesting Party with all necessary documentation to obtain such exemption or exclusion at no out of pocket cost, to be defined throughout as anything other than the commercially reasonable utilization of employee time, to the Party that provides the necessary documentation.

b) Each Party shall be responsible for all taxes and fees assessed against it due to its ownership of its respective property.

ARTICLE IV ENVIRONMENTAL ATTRIBUTES

4.1 Title to Environmental Attributes. Notwithstanding the purchase and sale of Energy pursuant to Section 3.1, all Environmental Attributes relating to the System or the Energy Output shall remain the property of Seller. Seller shall have all right, title, and interest in and to

any and all Environmental Attributes that relate to the System and the Energy Output during the Term; Buyer shall have no right, title or interest in or to any Environmental Attributes and in the event any payment for any Environmental Attribute is made to Buyer, Buyer shall promptly remit such payment directly to the Seller without deduction or offset.

4.2 Reporting of Ownership of Environmental Attributes. Buyer shall not report to any Person that any Environmental Attributes relating to the System or the Energy Output belong to any Person other than Seller.

ARTICLE V CONSTRUCTION AND INSTALLATION OF THE SYSTEM

5.1 Installation. Subject to Section 5.4, Seller will, at its sole expense, cause the System to be designed, engineered, installed and constructed in accordance with the terms of this PPA and the Lease. Said installation shall include the removal of any vegetation from the Leased Premises as needed.

5.2 Buyer Cooperation and Responsibilities. For purposes of installation of the System, Buyer shall provide Seller and its employees, agents, consultants, contractors, sub-contractors, and local utility personnel access during normal business hours and at other reasonable times as are acceptable to Buyer with reasonable prior notice to Buyer (or in emergency conditions at any time as soon as practicable) to (i) the Leased Premises and all System Assets, (ii) 120V electrical power and internet connectivity including firewall access at no additional cost to Seller, and (iii) any documents, materials and records and accounts relating to the System and System Assets. Buyer shall not withhold such access unreasonably.

5.3 Seller Responsibilities. Subject to the terms of the Lease and pursuant to Applicable Law and the Building and Electrical Permits, Seller shall perform the construction and installation of the System in a good and workmanlike manner.

5.4 Building and Electrical Permits; Interconnection Agreement.

a) Seller shall be responsible for and bear all costs associated with applying for and obtaining all Building and Electrical Permits, and Buyer shall assist Seller (at no cost to Buyer) in obtaining all Building and Electrical Permits.

b) Seller shall assist Buyer, and Buyer shall assist Seller, in obtaining the Interconnection Agreement and Seller shall bear all costs associated with applying for and obtaining such Interconnection Agreement. Buyer shall not make any material changes to its electrical equipment at the Premises after the date on which the applicable utility interconnection application is submitted unless any such changes, individually or in the aggregate, would not adversely affect the approval by such utility of such interconnection.

c) If the local electric utility or the local inspector fails to approve the interconnection of the System or the applicable authority fails to approve or issue any Building and Electrical Permits, provided that such failure is no fault of Seller, Seller may terminate this Agreement without penalty subject to Section 2.4 by providing Buyer with notice pursuant to Section 16.1. If the local electric utility or the local inspector or any applicable authority requires material upgrades

to the equipment set forth in Exhibit B in connection with the Premises in order to approve any Building and Electrical Permits or the interconnection of the System, the Parties may reach an agreement regarding such equipment upgrades. If the Parties cannot reach such an agreement either Party may terminate this Agreement without penalty subject to Section 2.4 by providing the other Party with notice pursuant to Section 16.1.

5.5 Notice of Commercial Operation. Seller shall provide written notice to Buyer of the Commercial Operation Date no than less ten (10) Business Days prior to such date.

5.6 Commercial Operation Date Deadline. If the System has not achieved Commercial Operation within two (2) years after the satisfaction of the Conditions Precedent as described in Section 2.2 of this Agreement, subject to a day-for-day extension for i) any Force Majeure event or ii) delay caused by the actions or omissions of Buyer, and only until the System has achieved Commercial Operation, Buyer may terminate this PPA without penalty subject to Section 2.4 by providing Seller with notice pursuant to Section 16.1. Alternatively, in the event that the System has not achieved Commercial Operation by the date that is eighteen (18) months after approval by the Illinois Power Agency for participation in the Illinois Adjustable Block Program, either Party may terminate this PPA without penalty pursuant to Section 2.4 by providing notice pursuant to Section 16.1 or the Parties may mutually agree to amend this Agreement.

5.7 System Size. The System shall have a capacity of 20 kW AC peak capacity. Buyer acknowledges that there are numerous factors outside of Seller's control that affect the minimum capacity of the System, such as site survey, final permitting, required set backs, equipment locations and certain other limiting factors not yet known as of the date of this PPA. Within ten (10) days of Seller's determination of the minimum capacity of the System to be constructed, Seller shall deliver notice to Buyer of such minimum capacity (the "Minimum Capacity Notice"). If the Minimum Capacity Notice provides that such minimum capacity is less than 10 kW AC, then Buyer shall have the right to terminate this PPA without penalty subject to Section 2.4 by providing notice to Seller pursuant to Section 16.1 prior to the date that is sixty (60) days after Seller's delivery of such Minimum Capacity Notice, or the Parties may mutually agree to amend this PPA. If Buyer fails to timely terminate this PPA, then Buyer's right to terminate this PPA shall be of no further force or effect.

ARTICLE VI OWNERSHIP; MAINTENANCE OF SYSTEM

6.1 Ownership of System by Seller. Seller shall own the System and all System Assets, and shall be entitled to own, claim and retain any and all federal, state, or local tax benefits associated with the ownership of the System, including any federal income tax credits or grants, as well as any and all federal, state or local incentives for the installation of solar energy facilities or the production of electricity from renewable energy sources. In the event Buyer receives any payment or remittance for any federal or state income tax credits or grants, or any and all federal, state or local incentives for the installation of solar energy facilities or the production of electricity from renewable energy sources related to the System and properly owned by Seller pursuant to this Section 6.1, Buyer shall immediately deliver such payment or remittance to Seller, in the exact form received without deduction or offset, and all accompanying documentation.

a) Buyer shall at all times accurately represent to third parties, including but not limited to media outlets and Buyer's business partners, that Seller owns the System and all of the Environmental Attributes therefrom, and shall represent that Seller is the project developer in any of Buyer's promotional efforts related to the System. Buyer shall not represent that Buyer owns the System or the Environmental Attributes therefrom. All written or electronic public releases of Buyer related to this Agreement must be approved by both Buyer and Seller in writing, such approval to be confirmed within five Business Days and in no case unreasonably withheld.

b) Seller shall provide monthly summaries of the energy provided by the System, and, subject to the limitations set forth in Section 4.2 and Section 6.1(a), Buyer shall be free to use the information contained in the monthly summaries as it sees fit. Notwithstanding the above, Seller shall own any data produced by the System and any System Assets.

c) The System is property of Seller and is not to be regarded as a fixture or otherwise part of the Premises or Leased Premises on which it may be located.

d) Buyer shall endeavor to keep the System free from all claims, liens, encumbrances and legal processes, and shall release, discharge or bond over any such claims, liens or encumbrances placed on the System by Buyer's actions, representations or omissions (or placed by Buyer's lenders or mortgage parties in any case) within thirty (30) days of their attachment.

e) Seller shall provide a production guarantee equal to 85% of each year's projected System output calculated by Seller using HelioScope and PVSyst software based on the final System design for the System Size stated in Section 5.7. Exhibit E shows the preliminary projected twenty-five (25) year solar production of the System, which Exhibit E shall not be binding on Seller or Buyer and instead shall be updated once the final capacity of the System has been finally determined pursuant to the terms of this Agreement. System production for the guarantee will be evaluated on an annual basis, said evaluation to be prepared by an auditor agreed to by the Parties and at Seller's expense, and each year Buyer will be compensated for the cumulative shortfall for all years in an amount determined by multiplying i) the cumulative shortfall in kWh times ii) the difference between a) the Buyer's avoided utility rate (including avoided supply, delivery, taxes and fees) on its most recent utility invoice; and b) the Buyer's actual purchase price for the electricity produced by the System, and then subtracting the cumulative shortfall compensation payments to Buyer in all prior years. The Parties pre-approve Progressive Energy Group LLC as the initial auditor for the first annual evaluation.

6.2 Lease of Premises. The Parties acknowledge and agree that Seller is leasing the portion of Buyer's Premises upon which the System is located pursuant to the terms and conditions of the Lease being entered into concurrently herewith. This PPA shall terminate if at any time the Lease expires or is earlier terminated for any reason. This PPA is consideration for said Lease.

6.3 Maintenance of System by Seller. Seller at Seller's sole expense shall operate and maintain the System and the Leased Premises in good condition and repair in accordance with applicable contractor, subcontractor and vendor warranties and guarantees and manufacturers' instructions and specifications, all Applicable Laws and applicable standards, and the applicable requirements of the insurance policies maintained by the Parties with respect to the System, and

the terms of this PPA. All such maintenance performed by Seller shall be done in a good and workmanlike manner pursuant to all Building and Electrical Permits.

6.4 Access for Maintenance. For purposes of inspection and maintenance of the System, Buyer shall provide Seller and its employees, agents, consultants, contractors, sub-contractors, and local utility personnel access during normal business hours and at other reasonable times as are acceptable to Buyer with reasonable prior notice to Buyer (or in emergency conditions at any time as soon as practicable) to (i) the Leased Premises and all System Assets, (ii) 120V electrical power and internet connectivity including firewall access at no additional cost to Seller, and (iii) any documents, materials and records and accounts relating to the System and System Assets. Buyer shall not withhold such access unreasonably. During any inspection or maintenance of the System, Seller and its agents, consultants and representatives shall comply with Buyer's reasonable safety and security procedures, and Seller and its agents, consultants and representatives shall make reasonable efforts to conduct such inspection and maintenance in such a manner as to cause minimum interference with Buyer's activities and the activities of Buyer's tenants, in each case, at the Premises.

6.5 Buyer's Temporary Interference with Energy Output. Buyer will use reasonable good faith efforts to conduct its business in a way that does not interfere with the Energy Output, and shall provide Seller as much notice as possible prior to a) any shut down or other activities of Buyer or Buyer's tenants at the Premises or b) any events or activities known to Buyer, that would cause a significant reduction in the Energy Output of the System. During any period in which the System generates Energy Output materially less than the expected Energy Output as a result of (i) any Event of Default under this Agreement; or (ii) default, delay or failure by Buyer in performing a material obligation required under this Agreement (and provided that such default, delay or failure is through no fault of the Seller), Buyer, to the extent permitted by Applicable Law, shall pay Seller a monthly payment (the "Make-Whole Payment") (pro-rated as needed) equal (i) to the average payment made by Buyer to Seller under this Agreement for the preceding twelve (12) months or however long the System has been in commercial operation if less than twelve (12) months, minus (ii) the amounts paid to Seller for the Energy Output provided during such period, plus (iii) the value of all Environmental Attributes for such period.

ARTICLE VII METERING DEVICE AND METERING

7.1 Metering Equipment. Seller shall at Seller's sole cost and expense install a Metering Device at the Premises, which Metering Device shall be owned, operated and maintained by Seller at Seller's sole cost and expense, subject to the provisions of Section 7.2. Seller shall provide Buyer with access to real-time production data from the System, which access may be online.

7.2 Testing and Correction. Either Party may request a test of the Metering Device to verify the accuracy of its measurements and recordings (the "Requesting Party") by providing the other Party with written notice describing with specificity their reasons for making such request. Within ten (10) Business Days after receiving such notice from Buyer or providing such notice to

Buyer, Seller shall have Metering Device tested by a third-party mutually agreed upon by the Parties to verify the accuracy of its measurements and recordings. Each Party and its Representatives shall have the right to witness any Metering Device test. If such test finds the Metering Device to be inaccurate by not more than two percent (2%), any previous recordings of the Metering Device shall be deemed accurate, and the Requesting Party shall bear the cost of inspection and testing of the Metering Device. If such test finds the Metering Device to be inaccurate by more than two percent (2%) or finds the Metering Device is out of service or fails to register, then:

(i) Seller shall promptly repair Metering Device to correct any inaccuracies or replace Metering Device; and

(ii) Seller shall bear the cost of inspection and testing of the Metering Device; and

(iii) future Seller invoices and Buyer payments shall reflect the Adjusted Energy Output; and

(iv) if Buyer has paid Seller for any Energy Output during the period beginning with the delivery of Requesting Party's notice and ending with the repair or replacement of the Metering Device pursuant to Section 7.2(i) (the "Meter Malfunction Period") then the amount of such Energy Output (the "Meter Malfunction Output") shall be compared to the Adjusted Energy Output. To the extent the Meter Malfunction Output exceeds the Adjusted Energy Output Seller shall promptly issue Buyer a credit in the amount of such excess multiplied by the prevailing Energy Payment Rate. To the extent the Adjusted Energy Output exceeds the Meter Malfunction Output Buyer shall promptly pay Seller an amount of such excess multiplied by the prevailing Energy Payment Rate.

7.3 Measurements; Adjusted Energy Output. Readings of the Metering Device shall be conclusive as to the amount of Total Delivered Energy and Test Energy delivered, provided that if the Metering Device is found to be inaccurate, failed or out of service pursuant to Section 7.2, the amount of Total Delivered Energy or Test Energy delivered during the Meter Malfunction Period (the "Adjusted Energy Output") shall be determined by calculating the average Total Delivered Energy per day for the 30 days following the replacement of the Metering Device pursuant to Section 7.2(i) and multiplying such average by the number of days in the Meter Malfunction period.

ARTICLE VIII

LOSS, DAMAGE OR DESTRUCTION OF SYSTEM; FORCE MAJEURE

8.1 System Loss. Seller shall bear the risk of any System Loss.

a) Either Party shall, upon becoming aware of any System Loss or any other malfunction of the System or interruption of Energy Output, provide written notice describing the extent and cause of such System Loss to the other Party no later than five (5) Business Days after so becoming aware. Within ten (10) Business Days of Seller delivering such notice to Buyer or Seller receiving such notice from Buyer, Seller shall determine in Seller's sole reasonable

discretion whether the System Loss constitutes Total System Loss and if Seller determines that Total System Loss has occurred Seller shall provide Buyer with written notice of such determination.

(i) Within twenty (20) Business Days following delivery of Seller's notice determining that Total System Loss has occurred pursuant to Section 8.1(a), Seller shall decide in Seller's absolute and sole discretion whether to terminate this PPA or to repair or replace the System and Seller shall provide Buyer with written notice of such decision. If Seller notifies Buyer that Seller decides to terminate this PPA pursuant to this Section, (A) this PPA will terminate immediately and without penalty subject to Section 2.4 effective upon the delivery of such notice, (B) Seller shall remove the System from the Premises pursuant to Section 2.3 and (C) Seller shall pay to Buyer an amount (the "Termination Payment") equal to the present value (discounted using the then-applicable "prime rate" at large U.S. money center banks as most recently published by The Wall Street Journal) of an amount determined by multiplying (I) the monthly average Energy Output from the System of the thirty-six (36) most recently completed months prior to the Total System Loss times (II) the number of months that would have remained in the Term after such Total System Loss but for termination pursuant to this Section 8.1(a)(i) times (III) the difference between (1) the Buyer's avoided utility rate (including avoided supply, delivery, taxes and fees) on its most recent utility invoice; and (2) the Buyer's actual purchase price for the electricity produced by the System. In no event shall the Termination Payment be less than Zero Dollars (\$0). Seller shall repair any damage caused to Premises by the removal of the System pursuant to Section 2.3.

(ii) In the event of any System Loss that Seller has reasonably determined results in less than Total System Loss, this PPA shall remain in full force and effect. Seller shall be required to use all insurance proceeds collected in connection with any System Loss towards the repair or replacement of the System within 180 days of receiving the proceeds; provided however, that Seller shall not be obligated to perform any repairs or replacements in excess of the sum of (A) insurance proceeds made available therefor and (B) the applicable deductible. Notwithstanding the Seller's obligation to repair or replace the System within 180 days of receiving insurance proceeds, should the Seller believe that such a timeframe is not feasible due to supply constraints, difficulties in securing a contractor or any other cause for delay outside Seller's control, Seller will notify Buyer of such delay as soon as it is commercially reasonable.

b) Seller shall be entitled to all proceeds of any insurance policy with respect to the System, or any System Loss or Total System Loss.

8.2 Performance Excused by Force Majeure. To the extent either Party is prevented by Force Majeure from carrying out, in whole or part, its obligations under this PPA and such Party (the "Claiming Party") gives written notice containing details of the Force Majeure to the other Party as soon as practicable (and in any event within five (5) Business Days after the Force Majeure first prevents performance by the Claiming Party), then the Claiming Party will be excused from the performance of its obligations under this PPA (other than the obligation to make payments then due or becoming due with respect to performance prior to the Force Majeure, and except as otherwise provided in Section 8.1). Notwithstanding the above, any Party affected by a Force Majeure will use commercially reasonable efforts to eliminate or avoid the Force Majeure and to resume performing its obligations as soon as reasonably possible; provided however, that

neither Party is required to settle any strikes, lockouts or similar disputes except on terms acceptable to such Party, in its sole discretion.

8.3 Insurance. Buyer and Seller shall maintain insurance coverages as required under the terms of the Lease.

ARTICLE IX EVENTS OF DEFAULT; REMEDIES

9.1 Events of Default. An “Event of Default” means, with respect to a Party (a “Defaulting Party”), the occurrence of any of the following:

a) such Party fails to make, when due, any payment required under this PPA if such failure is not cured within ten (10) Business Days after receipt of written notice from the Non-Defaulting Party to the Defaulting Party;

b) such Party fails to perform any material non-monetary obligation or non-monetary covenant set forth in this PPA (except to the extent constituting a separate Event of Default) if such failure is not cured within sixty (60) days after receipt of written notice from the Non-Defaulting Party to the Defaulting Party; provided however that if the Defaulting Party has commenced reasonable steps to cure such failure within sixty (60) days after receipt of written notice and those efforts continue uninterrupted, the Defaulting party shall have until ninety (90) days after receipt of written notice from the Non-Defaulting Party to cure such failure;

c) such Party becomes Bankrupt;

d) such Party fails to provide or maintain in full force and effect any insurance required pursuant to Section 8.3 if such failure is not cured within sixty (60) Business Days after receipt of written notice from the Non-Defaulting Party to the Defaulting Party; or

e) default by Lessor under the Lease shall be an Event of Default with respect to Buyer; default by Lessee under the Lease shall be an event of Event of Default with respect to Seller.

9.2 Remedies for Event of Default. If at any time an Event of Default with respect to a Defaulting Party has occurred and is continuing, the other Party (the “Non-Defaulting Party”) may, by written notice to Defaulting Party, designate a date not earlier than ten (10) or later than sixty (60) Business Days after the date such notice is delivered as an early termination date in respect of this PPA (the “Default Termination Date”). This PPA shall terminate at 5:00 pm Central Standard Time on the Default Termination Date, subject to Section 2.4.

9.3 Buyer Rights Upon Termination for Default. If Buyer is the Non-Defaulting Party and elects to terminate this PPA as provided in Section 9.2 Buyer may, as its sole and exclusive remedy, by written notice to Seller and in Buyer’s sole and absolute discretion either:

a) require that Seller remove the System at Seller’s sole cost and expense pursuant to the provisions of Section 2.3; or

b) exercise the Purchase Option provided in Section 13.1, provided however, that the Buyer may not exercise the Purchase Option at any time prior to the 10th Anniversary of the Commercial Operation Date; or

c) pursue any other legal or equitable remedies Buyer may have available under this PPA or Applicable Law.

9.4 Seller Rights Upon Termination for Default. If Seller is the Non-Defaulting Party and elects to terminate this PPA as provided in Section 9.2 Seller may, as its sole and exclusive remedy, by written notice to Buyer and in Seller's sole and absolute discretion either:

a) remove the System within thirty (30) Business Days after the Default Termination Date at Buyer's sole cost and expense. Buyer shall provide Seller and its agents, employees, and consultants access at all reasonable times to the Premises and the System for purposes of such removal. Seller shall repair any damage caused to Premises by the removal of the System; or

b) to the extent permitted by Applicable Law, require Buyer to pay to Seller within seventy five (75) days after the Default Termination Date an amount equal to the Final Determination of a Purchase Price Appraiser determined pursuant to Sections 13.3(a)-13.3(c) of this PPA (the "Termination Fee"); provided that, notwithstanding any other provisions of this PPA, (i) if during the determination of the Termination Fee either Party fails to fulfill its obligations under Section 13.3(a), and does not cure such failure within two (2) Business Days of receiving written notice of such failure from the other Party, the other Party may appoint, at its sole discretion, the Purchase Price Appraiser, and (ii) the Termination Fee shall include all costs and expenses incurred by the Purchase Price Appraiser, as well as any costs incurred during the selection process pursuant to Section 13.3(a). The Termination Fee reflects the Seller's expected financial loss of revenue streams consequent to Buyer's default. Upon Buyer's payment in full to Seller of the Termination Fee, Seller shall transfer to Buyer all of Seller's right, title and interest in and to the System, including the right and title to all future Environmental Attributes and the assignment of related agreements, including but not limited to REC purchase and sale agreements, component warranties and operations and maintenance agreements. Notwithstanding the foregoing, if the Default Termination Date is prior to the 10th anniversary of the Commercial Operation Date, the Term of the Lease shall be extended until 10th anniversary of the Commercial Operation Date (pursuant to Section 9(a) of the Lease) and Seller shall retain ownership of the System until that date, and Seller shall transfer title to the System and all System Assets to Buyer on the date immediately following the 10th anniversary of the Commercial Operation Date; or

c) pursue any other legal or equitable remedies Seller may have available under this PPA or Applicable Law.

9.5 Unpaid Obligations. The Non-Defaulting Party shall be under no obligation to prioritize the order which it exercises any rights and remedies available under this PPA. Notwithstanding anything to the contrary herein, the Defaulting Party shall in all events remain liable to the Non-Defaulting Party for any amount payable by the Defaulting Party in respect of any of its obligations remaining outstanding after any such exercise of rights or remedies.

9.6 Abandonment. If an Event of Default has occurred and continues with respect to Seller, and if, during the continuance of such Event of Default, Seller has simultaneously Abandoned the Leased Premises and the System for a continuous twelve (12) month period, then Buyer shall have the right to deliver a notice to Seller pursuant to Section 16.1 stating that "Buyer alleges that Seller has Abandoned the Leased Premises and the System for a continuous twelve (12) month period during which an Event of Default has occurred and continues with respect to Seller." (the "First Abandonment Notice"). If Seller fails to deny the allegation set forth in the First Abandonment Notice within ten (10) Business Days of Buyer's delivery of the First Abandonment Notice, then Buyer shall have the right to send a second (2nd) notice to Seller pursuant to Section 16.1 stating that "BUYER HAS PREVIOUSLY SENT A FIRST ABANDONMENT NOTICE, AND IF SELLER FAILS TO DENY THE ALLEGATION SET FORTH IN THE FIRST ABANDONMENT NOTICE WITHIN TEN (10) BUSINESS DAYS OF THIS NOTICE, THEN BUYER SHALL HAVE THE RIGHT TAKE POSSESSION OF THE SYSTEM AT NO COST TO BUYER." (the "Second Abandonment Notice") If Seller fails to deny the allegation set forth in the Second Abandonment Notice within ten (10) Business Days of Seller's receipt of the Second Abandonment Notice, then, in addition to all other remedies in this Article IX, Buyer may take immediate possession of the System. In that event, Buyer, at its option, may take ownership of said System and System Assets, without further payment to Seller.

ARTICLE X INVOICING AND PAYMENT

10.1 Invoicing and Payment. All invoices due from Seller to Buyer will be due and payable not later than thirty (30) days after receipt (or if such day is not a Business Day then on the next Business Day) with amounts not paid by the applicable due date to accrue interest compounding at the highest rate allowed by state law. Each Party will make payments under this PPA to the account designated by the other Party. Seller shall make itself reasonably available to respond to Buyer inquiries regarding invoices.

10.2 Disputed Amounts. A Party may in good faith dispute the correctness of any invoice or any adjustment to any invoice under this PPA at any time within six (6) years following the delivery of the invoice or invoice adjustment. If either Party disputes any invoice or invoice adjustment in good faith, such Party will nonetheless be required to pay the undisputed amount of the applicable invoice or invoice adjustment on the applicable payment due date, except as expressly provided otherwise elsewhere in this PPA, and to give written notice of the objection to the other Party.

10.3 Records and Audits. Each Party will keep, for a period not less than six (6) years after the expiration or termination of any Transaction, records sufficient to permit verification of the accuracy of billing statements, invoices, charges, computations and payments for such Transaction. During such period each Party may, at its sole cost and expense and upon reasonable written notice to the other Party, examine the other Party's records pertaining to Transactions during such other Party's normal business hours.

ARTICLE XI
REPRESENTATIONS AND WARRANTIES; ACKNOWLEDGEMENTS

11.1 Representations and Warranties. Each Party represents and warrants to the other Party that:

a) the execution, delivery and performance of this PPA are within its powers, have been duly authorized by all necessary action and do not violate any of the terms and conditions in its governing documents, any contracts to which it is a party or any Applicable Law;

b) subject to all conditions precedent described herein, this PPA and each other document executed and delivered in accordance with this PPA constitutes its legally valid and binding obligation enforceable against it in accordance with such documents' terms subject to any bankruptcy, insolvency, reorganization and other laws affecting creditors' rights generally, and with regard to equitable remedies the discretion of the applicable court;

c) it is acting for its own account, and has made its own independent decision to enter into this PPA, and is not relying upon the advice or recommendations of the other Party in so doing;

d) it is capable of assessing the merits of and understands and accepts the terms, conditions and risks of this PPA;

e) it understands that the other Party is not acting as a fiduciary for or an adviser to it or its Affiliates; and

f) that the various terms, obligations, charges and fees contained in this PPA are the result of arm's length transactions, or, to the extent that such charges and fees are not the result of arm's length transactions, represent market rate charges and fees and that the cost to the Seller is equivalent to fair market value.

Buyer further represents and warrants to Seller that:

(g) it has all the rights, title and interest in the Premises necessary and sufficient to perform its obligations under this Agreement and the Lease during the Term;

(h) Buyer is the fee owner of the buildings and real estate upon which the Leased Premises is located, subject to all liens or encumbrances of record;

(i) the System is not subject to any existing lien, encumbrance, mortgage or deed of trust on the Premises or Leased Premises, and Buyer shall make no action, representation or omission to create any future lien, encumbrance, mortgage or deed of trust on the Premises or Leased Premises;

(j) none of the Energy Output generated by the System will be used for the purposes of heating any swimming pool;

(k) The Premises are not subject to the lien of any financing provided by any lender or other provider of funding to Buyer; and

(l) Seller further represents and warrants to Buyer that it is not an electric public utility or electrical corporation as defined by the energy laws of the State of Illinois, under the Public Utility Act (220 ILCS 5 et seq., as amended).

11.2 Buyer Acknowledgement Regarding Inapplicability of Bankruptcy Code Section 366. Buyer acknowledges and agrees that, for purposes of this PPA, Seller is not a "Utility" as such term is used in Section 366 of the Bankruptcy Code, and Buyer agrees to waive and not to assert the applicability of the provisions of Section 366 in any bankruptcy proceeding wherein Buyer is a debtor.

ARTICLE XII INDEMNITY; LIMITATIONS

12.1 Indemnity. Seller shall indemnify, hold harmless and defend with counsel of Buyer's own choosing, Buyer, its officials, officers, employees, including its past, present, and future board members, elected officials and agents (collectively, the "Indemnified Parties") from and against all liability, claims, suits, causes of action, demands, proceedings, set-offs, liens, attachments, debts, actual out-of-pocket expenses, judgment, 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 (except as set forth in Section 12.4 below) to the extent arising from any breach of any covenant in this PPA or the Lease and any breach by Seller of any representations or warranties made within this PPA or the Lease (collectively, the "Claims"), except to the extent such Claims result from the gross negligence or willful misconduct of any Indemnified Party.

12.2 Nothing contained herein shall be construed as prohibiting Buyer, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Buyer's participation in its defense shall not remove Seller's duty to indemnify, defend, and hold Buyer harmless, as set forth above.

12.3 Reserved.

12.4 Notwithstanding any provision in this PPA to the contrary, neither Seller nor Buyer shall be liable to the other for damages arising out of this PPA which are not reasonably foreseeable at the time this PPA executed. The foregoing provision shall not prohibit either Party from seeking and obtaining recovery of i) third party damages for which it is entitled to indemnification hereunder, or ii) general contract damages for a breach of this PPA.

ARTICLE XIII SYSTEM PURCHASE AND SALE OPTIONS

13.1 Purchase Option. Buyer shall have the right and option to purchase all of Seller's right, title and interest in and to all the System Assets at Buyer's sole discretion (the "Purchase Option") provided that Buyer may only use the Purchase Option at i) each of the anniversary dates

of the System's commercial operation date beginning with the 10th anniversary date, ii) the conclusion of the Term or iii) pursuant to Section 9.3(b). Buyer may use the Purchase Option by providing Seller written notice of such use (x) not less than 180 days prior to the anniversary date on which the Purchase Option is being exercised, (y) not later than 180 days prior to the conclusion of the Term, or (z) pursuant to Section 9.3(b), respectively.

13.2 Determining Purchase Price. Upon Buyer's use of the Purchase Option, Buyer and Seller agree that the purchase price will be the fair market value pursuant to the following provisions of this Article XIII, which fair market value will reflect the value of (i) Seller's right, title and interest in and to all System Assets; (ii) the right and title to all future Environmental Attributes and Energy Output; and (iii) the assignment of related agreements and warranties as provided in Section 13.6 (the "System Purchase Price"). The Parties shall meet and make reasonable good faith efforts to mutually agree upon a fair market value for the System Purchase Price. If the Parties fail to reach agreement after making such reasonable efforts, either Party may by written notice to the other require that an Independent Appraiser shall be selected who shall determine the System Purchase Price in accordance with the procedure set forth in Section 13.3 below; however, notwithstanding any determination of fair market value to the contrary, the Parties agree that the fair market value of the System as of the end of each anniversary date shall be no lower than any shortfalls in SREC funding that Seller would be entitled to over the full duration of the Term.

13.3 Determination of System Purchase Price by Independent Appraiser.

a) Within ten (10) Business Days of delivery of a notice under Section 13.1 (or if this Section 13.3 is invoked pursuant to Section 9.4(b) of this Agreement, the Default Termination Date), Seller and Buyer shall make reasonable efforts to mutually agree upon the selection of an Independent Appraiser who shall determine the System Purchase Price in accordance with the procedure set forth in this Section 13.3 (the "Purchase Price Appraiser"). If Seller and Buyer have not agreed upon the appointment of a Purchase Price Appraiser by the conclusion of such period then:

(i) at the end of such five (5) Business Day period each Party shall by written notice to the other Party designate three Independent Appraisers;

(ii) within five (5) Business Days of receipt of such notice each Party shall select one of the three Independent Appraisers designated by the other Party and shall provide written notice thereof to the other Party of such selection, and Buyer shall provide the two Independent Appraisers thereby selected written notice of their selection and a summary of the provisions of this Article XIII;

(iii) within two (2) Business Days of delivery of such notice to the two Independent Appraisers, such Independent Appraisers shall appoint one of themselves to be the Purchase Price Appraiser and provide concurrent written notice thereof to Seller and Buyer. Such appointment shall be final and binding on Seller and Buyer.

b) The Purchase Price Appraiser shall be provided with a copy of this Agreement and, within twenty (20) Business Days of appointment, make a preliminary determination of the fair

market value of the System Purchase Price (the "Preliminary Determination") and shall issue a statement concurrently to the Parties containing the Preliminary Determination together with all supporting documentation detailing the calculation of the Preliminary Determination. Within five (5) Business Days of receiving such statement either Party may object to the Preliminary Determination by providing Purchase Price Appraiser and the other Party concurrently with a statement describing such objections and any supporting documentation.

c) The Purchase Price Appraiser shall, within thirty (30) Business Days of appointment, make a final determination of the System Purchase Price (the "Final Determination") and shall issue a statement concurrently to the Parties containing the Final Determination and which shall specifically address any objections received by the Purchase Price Appraiser and whether such objections were taken into account in making the Final Determination. Except in the case of fraud or manifest error, the Final Determination shall be final and binding on the Parties in regard to the System Purchase Price.

d) Seller and Buyer shall each be responsible for payment of one half of the costs and expenses of the Purchase Price Appraiser, as well as any costs or expenses incurred during the selection process pursuant to Section 13.3(a).

13.4 Exercise of Purchase Option. Buyer shall have sixty (60) days from the date the System Purchase Price is determined pursuant to Section 13.3 (the "Exercise Period") to exercise the Purchase Option at the System Purchase Price. Buyer may exercise its Purchase Option by providing written notice to Seller and upon delivery such exercise shall be irrevocable.

13.5 Terms of System Purchase. If Buyer exercises the Purchase Option, then no later than thirty (30) days following delivery of Buyer's exercise notice pursuant to Section 13.4, (a) Seller shall surrender and transfer to Buyer (i) all of Seller's right, title and interest in and to all System Assets free of liens and encumbrances, (ii) the right and title to all future Environmental Attributes and Energy Output, and (iii) the assignment of related agreements and warranties as provided in Section 13.6, (b) Buyer shall pay to Seller an amount equal to the Final Determination of the System Purchase Price, by certified check, bank draft or wire transfer and shall assume all liabilities arising from or related to the System Assets from and after the Transfer Date, and (c) both Parties shall execute and deliver a bill of sale and assignment of contract rights containing such representations, warranties, covenants and other terms and conditions as are usual and customary for a sale of assets similar to the System, together with such other conveyance and transaction documents as are reasonably required to fully transfer and vest title to the System Assets in Buyer, and deliver ancillary documents, including releases, resolutions, certificates, third person consents and approvals and such similar documents as may be reasonably necessary to complete the sale of the System Assets to Buyer.

13.6 Assignment of Lease, Warranties or Supply Contracts. If Buyer exercises the Purchase Option, Seller shall assign to Buyer and Buyer shall accept from Seller any then-existing warranties and the Lease and any equipment, maintenance, operations and REC contracts pertaining to the System or its operation.

13.7 Inspection of Records. Seller shall make the System Assets, including records relating to the operations, maintenance, and warranty repairs, available to (a) Buyer for its

inspection during normal business hours at any time following Buyer's notice to Seller pursuant to Section 13.1 and prior to the conclusion of the relevant Exercise Period, upon at least three (3) Business Days' prior written notice from Buyer to Seller; and (b) Purchase Price Appraiser during normal business hours between the date of the Purchase Price Appraiser's appointment and the Final Determination.

ARTICLE XIV CONFIDENTIALITY

14.1 Confidentiality. Neither Party will use any Confidential Information for any purpose except such Party's performance under this PPA. Furthermore, neither Party will disclose any Confidential Information to any third party other than the Party's or the Party's Affiliates' officers, employees, lenders, counsel, accountants or advisors (collectively, "Representatives"), who have a need to know such information and who have agreed to keep such terms confidential or are otherwise bound by confidentiality obligations at least as restrictive as those contained herein; provided however, that a Party may disclose Confidential Information in order to comply with the requirements of i) any Applicable Law or ii) any rule, tariff or agreement of any utility, transmission and distribution provider (including regional interconnect, independent system operator or regional transmission operator) or iii) in connection with any judicial or regulatory proceeding or request by a governmental authority, provided further however, that each Party will use reasonable efforts to prevent or limit any such disclosure.

ARTICLE XV DISPUTE RESOLUTION AND ARBITRATION

15.1 Notice of Dispute/Negotiated Resolution. Buyer and Seller shall attempt to resolve in good faith any controversy, claim or dispute between the Parties arising out of or related to this PPA or its breach (a "PPA Dispute"). The Parties agree that, should the Parties be unable to resolve such disputes, that all rights and remedies available under law and equity shall be available to them.

ARTICLE XVI NOTICES

16.1 Notices. All notices, requests, statements or payments required by or provided for in this PPA ("Notice" or "Notices") will be made to the addresses and persons specified below. All Notices shall be made in writing and shall be delivered by hand delivery or overnight delivery. Notice by hand delivery or overnight delivery will be deemed to have been received when delivered. A Party may change its address by providing notice of the same in accordance with the provisions of this Section.

Buyer:

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

Seller:

Mr. Eric Peterman
c/o GRNE Solar
230 N Hicks Place,
Palatine, IL 60067
E-Mail: Eric@GRNESolar.com

With copy to:

Katten Muchin Rosenman LLP
525 W. Monroe St.
Chicago, Illinois 60661
Attn: Jason Gorczynski
E-Mail: jason.gorczynski@katten.com

ARTICLE XVII
ASSIGNMENT AND PROVISIONS BENEFITING LENDER

17.1 Assignment. The Parties shall not without the prior written consent of the other, which consent will not be unreasonably withheld or delayed, assign, pledge or transfer any or all rights or obligations under this PPA, whether voluntarily or by operation of law. Any such assignment or transfer without such consent will be null and void. Notwithstanding the foregoing, (i) with reasonably prompt written notice, Seller may assign its rights and interests in this PPA for collateral purposes in connection with any equity or debt financing involving the System, Seller or Seller's Affiliates, and (ii) Seller may assign its rights and interest in this PPA to any Affiliate of Seller. Seller shall be entitled to file informational financing statements or fixture filings in such jurisdictions as it deems appropriate to establish public record of its rights in the System or in connection with the grant of a security interest in the System to any of its Lenders.

17.2 Cooperation with Financing.

a) Buyer acknowledges that Seller will be financing the development and acquisition of the System and Buyer agrees that it shall cooperate with Seller (at no out of pocket cost to Buyer) and its financing parties in connection with such financing of the System, including (i) the furnishing of such information, (ii) the giving of such certificates, and (iii) providing such consents and other documents as Seller and its financing parties may reasonably request.

b) In connection with any financing or refinancing of the System, Buyer shall negotiate in good faith with the Seller's financing parties, collateral assignees or mortgagees (collectively, "Lenders") to agree upon a consent to collateral assignment of this PPA that shall be in form and substance agreed to by both Parties and Lenders, which agreement will not be unreasonably withheld, and shall include among other terms and conditions the following provisions:

i. The Parties shall not amend or modify this PPA in any material respect without the prior written consent of the Lenders;

ii. Whenever Buyer is required to provide notice to Seller pursuant to the default provisions of Article IX, Buyer shall give concurrent written notice to any Lenders which Buyer has been provided written notice of;

iii. Lenders shall have the right, but not the obligation, to cure an Event of Default on behalf of Seller in accordance with the provisions of this PPA, provided that Lenders shall be provided an additional time period (as to be agreed to in a consent to collateral assignment) from the end of the cure periods provided in Section 9.1, to effect a cure of such Event of Default; and

iv. Lenders shall have the right, but not the obligation, to exercise their rights under the financing documents entered by Seller and to assign their interests in this PPA to a third party in connection with the exercise of such rights with reasonably prompt written notice to Buyer.

17.3 Notice of Lenders. Seller shall from time to time as required provide Buyer with written notice of any Lenders and provide contact information therefor for notice purposes. Upon receipt of such notice, Buyer shall recognize a particular entity as a Lender and will accord to such entity all the rights and privileges of a Lender hereunder.

17.4 Encumbrance of Buyer's Property. Neither Seller nor its Lenders shall take any action which may subject the Premises, Buyer's interest in the Leased Premises, or any real or personal property of Buyer to any lien, encumbrance, mortgage or deed of trust.

ARTICLE XVIII MISCELLANEOUS

18.1 Governing Law/Venue. This PPA will be governed by the laws of the State of Illinois without giving effect to principles of conflicts of laws. The Parties agree that the venue for any legal proceedings between them shall be the Circuit Court of Kendall, Illinois.

18.2 Entire Agreement; Amendments. Other than the Lease, this PPA (including the exhibits, any written schedules, supplements or amendments) constitutes the entire agreement between the Parties, and shall supersede any prior oral or written agreements between the Parties, relating to the subject matter hereof. Any amendment, modification or change to this PPA will be void unless in writing and signed by both Parties, subject to Section 17.2.

18.3 Non-Waiver. No failure or delay by either Party in exercising any right, power, privilege, or remedy hereunder will operate as a waiver thereof. Any waiver must be in a writing signed by the Party making such waiver.

18.4 Severability. If any part, term, or provision of this PPA is determined by an arbitrator or court of competent jurisdiction to be invalid, illegal, or unenforceable, such determination shall not affect or impair the validity, legality, or enforceability of any other part, term, or provision of this PPA, and shall not render this PPA unenforceable or invalid as a whole. Rather the part of this PPA that is found invalid or unenforceable will be amended, interpreted or replaced with a legal, enforceable, and valid provision to achieve as nearly as possible the same

objectives and economic effect as the original provision, within the limits of Applicable Law, and the remainder of this PPA will remain in full force.

18.5 No Third Party Beneficiaries. Nothing in this PPA will provide any benefit to any third party or entitle any third party to any claim, cause of action, remedy or right of any kind other than with respect to the Lenders to the extent provided herein or in any consent to assignment with the Lenders.

18.6 No Recourse to Affiliates. This PPA is solely and exclusively between the Parties, and any obligations created herein on the part of either Party shall be the obligations solely of such Party. No Party shall have recourse to any Affiliate or Representative of the other Party for performance or non-performance of any obligation hereunder, unless such obligations were assumed in writing by the Person against whom recourse is sought.

18.7 Relationships of Parties. This PPA shall not be interpreted to create an association, joint venture, or partnership between the Parties nor to impose any partnership obligation or liability upon either Party.

18.8 Conflict of Interest. Both Parties affirm no Buyer's officer or elected official has a direct or indirect pecuniary interest in Seller or this PPA, or, if any Buyer's officer or elected official does have a direct or indirect pecuniary interest in Seller or this PPA, that interest, and the procedure followed to effectuate this Agreement has and will comply with 50 ILCS 105/3.

18.9 Attorneys' Fees. If any action brought in law or equity with respect to this PPA, the losing Party shall pay to the prevailing Party a reasonable sum for attorneys' and experts' fees and costs incurred in bringing or defending such action or proceeding (at trial and on appeal) and/or enforcing any judgment granted therein. The prevailing Party shall be determined as the Party prevailing by seventy-five percent (75%) or more of damages or relief sought in any action brought pursuant to this PPA.

18.10 Counterparts. This PPA may be executed in several counterparts, each of which is an original and all of which together constitute one and the same instrument. A signature on a copy of this PPA received by either Party by facsimile or in electronic format (e.g., "pdf" or "tif") is binding upon the other Party as an original. Both Parties agree that a photocopy of such facsimile or such electronic format may also be treated by the Parties as a duplicate original.

18.11 Further Assurances. The Parties shall do such further acts, perform such further actions, execute and deliver such further or additional documents and instruments as may be reasonably required or appropriate to consummate, evidence, or confirm the agreements and understandings contained herein and to carry out the intent and purposes of this PPA.

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

18.13 Certification. Seller certifies that Seller, its parent companies, subsidiaries, and affiliates are not barred from entering into this PPA as a result of a violation of 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating). Seller further certifies by signing the contract documents that Seller, its parent companies, subsidiaries, and affiliates have not been convicted of, or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 et seq.; and has not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that Officer's or employee's official capacity. Nor has Seller made an admission of guilt of such conduct that is a matter of record, nor has any official, officer, agent, or employee of the company been so convicted nor made such an admission.

18.14 Reserved.

18.15 Drug Free Workplace. Seller and its consultants, employees, contractors, subcontractors, and agents agree to comply with all provisions of the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 et seq. (but only to the extent that this PPA calls for the construction, demolition, maintenance and/or repair of a "public work" as defined by such Substance Abuse Prevention on Public Works Act) and the Illinois Drug Free Workplace Act, 30 ILCS 580/1 et seq.

18.16 Reserved.

18.17 Reserved.

18.18 Construction of Agreement; Headings. This PPA and any ambiguities or uncertainties contained herein shall be equally and fairly interpreted for the benefit of and against all Parties to this PPA, it being expressly agreed that the parties hereto participated equally in the negotiation and preparation of this PPA or have had equal opportunity to do so. Accordingly, the parties hereby waive the legal presumption that the language of the contract should be interpreted most strongly against the party who caused the uncertainty to exist. The headings in this PPA are solely for convenience and ease of reference and shall have no effect in interpreting the meaning of any provisions herein.

18.19 Exhibits and Schedules. Any and all exhibits and schedules referenced herein and/or attached hereto are hereby incorporated into this PPA by reference.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of this ____ day of _____, 202__:

BUYER

Kendall County Forest Preserve

By: _____

Name: _____

Title: _____

SELLER

GRNE Solarfield 23, LLC, an Illinois limited liability company

By: _____

Name: Eric Peterman

Title: CEO

EXHIBIT A

DESCRIPTION OF PREMISES

See attached for a graphic depiction of the Premises.

Pavilion dimensions are 56' x 42'
Solar panel dimensions are 80" x 40"



EXHIBIT B

DETAILED DESCRIPTION OF THE SYSTEM

Panels: Talesun 400W or similar

Inverters: CPS String Inverters or similar

Racking: Ecolibrium racking for roof mount or similar.

EXHIBIT C

SCHEDULE OF DEFINITIONS

1. Definitions. The definitions provided below and elsewhere in this PPA will apply to the defined terms used in this PPA:

“Abandoned” means Seller has failed to perform its periodic on-site inspections of the System, has not otherwise physically accessed the Premises, has not performed its obligations under this PPA that may be performed without physically accessing the Premises and has otherwise acted with an intent that it will no longer perform its obligations under this PPA, including, without limitation, failing to respond to Buyer’s phone calls and emails.

“Adjusted Energy Output” shall have the meaning ascribed to such term in Section 7.3.

“Affiliate” means, with respect to any entity, any other entity that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, such entity.

“Applicable Law” means, with respect to any governmental authority, any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, holding, injunction, registration, license, franchise, permit, authorization, guideline, governmental approval, consent or requirement of such governmental authority, enforceable at law or in equity, along with the interpretation and administration thereof by any governmental authority.

“Bankrupt” means that a Party or other entity (as applicable): (i) is dissolved (other than pursuant to a consolidation, amalgamation or merger); (ii) becomes insolvent or is unable to pay its debts or fails (or admits in writing its inability) generally to pay its debts as they become due; (iii) makes a general assignment, arrangement or composition with or for the benefit of its creditors; (iv) has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditor’s rights, or a petition is presented for its winding-up, reorganization or liquidation, which proceeding or petition is not dismissed, stayed or vacated within 30 days thereafter; (v) commences a voluntary proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors’ rights; (vi) seeks or consents to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all of its assets; (vii) has a secured party take possession of all or substantially all of its assets, or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all of its assets; (viii) causes or is subject to any event with respect to it which, under the Applicable Laws of any jurisdiction, has an analogous effect to any of the events specified in clauses (i) to (vii) inclusive; or (ix) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts.

“Bankruptcy Code” means the United States Bankruptcy Code.

“Building and Electrical Permits” means all permits, licenses, registrations and approvals required to install and construct the System on the Leased Premises whether required by any Applicable Law, utility, transmission or distribution provider or any other regulatory entity. The Interconnection Agreement is excluded from this definition.

“Business Day” means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday.

“Commercial Operation Date” means the date that construction and installation of the System is complete and the System connected to the electrical system of the Premises and the System is capable of delivering uninterrupted Energy Output; such date shall be determined at the sole discretion of the Seller.

“Confidential Information” means any non-public confidential or proprietary information of a Party or its Affiliates or any of its or their Representatives relating to this PPA or the System or any System Assets and revealed to the other Party or its Affiliates or any of its or their Representatives during the Term.

“Contract Year” shall mean any 12 month period beginning on the same day and month of the Commercial Operation Date.

“Costs” means any fees, expenses and/or obligations incurred by either Party in connection with this Agreement or breach thereof by the other Party.

“Default Termination Date” shall have the meaning ascribed to such term in Section 9.2.

“Effective Date” shall have the meaning ascribed to such term in the recitals.

“Energy” means electric energy (three-phase, 60-cycle alternating current, expressed in kilowatt-hours).

“Energy Payment Rate” shall be the price Buyer shall pay Seller for Total Delivered Energy under this PPA, as described in Exhibit D to this PPA hereby incorporated by reference and expressed in cents per kilowatt-hour.

“Energy Output” means the Energy generated by the System and measured in whole kilowatt-hours (kWh).

“Environmental Attributes” means any and all credits, certificates, benefits, emissions reductions, offsets, and allowances, howsoever entitled, administered by any governmental authority, utility, transmission and distribution provider (including regional interconnect, independent system operator or regional transmission operator) or any other similar entity, attributable to the generation from the System and its displacement of conventional energy generation including but not limited to Renewable Energy Credits as well as: (1) any avoided emissions of pollutants to the air, soil or water such as sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO) and other pollutants; (2) any avoided emissions of carbon dioxide (CO₂), methane (CH₄) nitrous oxide, hydrofluoro carbons, perfluoro carbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the Earth’s climate by

trapping heat in the atmosphere; (3) any reporting rights to these avoided emissions including but not limited to Green Tag Reporting Rights; (4) any available associated electrical capacity rights. Environmental Attributes do not include: (i) any applicable Waste Water Reconciliation Credits related to the System; (ii) production or investment tax credits associated with the construction or operation of the energy projects, Treasury grants made pursuant to Section 1603 of the American Recovery and Reinvestment Act and other financial incentives in the form of credits, reductions, or allowances associated with the project that are applicable to a state or federal income taxation obligation; or (iii) emission reduction credits encumbered or used by the System for compliance with local, state, or federal operating and/or air quality permits.

“EPC Agreement” shall mean the contract between Seller and the contractor it selects to build the project describing the terms under which the project will be constructed.

“Event of Default” shall have the meaning ascribed to such term in Section 9.1

“Exercise Period” shall have the meaning ascribed to such term in Section 13.4.

“Federal Energy Regulatory Commission” shall mean the United States Federal Energy Regulatory Commission, or any successor agency.

“Force Majeure” means any event or circumstance that (i) is not within the reasonable control, or the result of the negligence, of the Claiming Party, and (ii) by the exercise of due diligence, the Claiming Party is unable to overcome or avoid or cause to be avoided. This definition shall include, without limitation, (i) sabotage, riots or civil disturbances, (ii) acts of God, (iii) acts of the public enemy, (iv) acts of vandalism, (v) terrorist acts affecting the Premises, (vi) flood, ice storms, explosion, fire, lightning, or similarly cataclysmic occurrence, (vii) requirement by local electric utility that the System curtail or discontinue operation for any reason (excluding any breach of the Interconnection Agreement with such utility), (ix) appropriation or diversion of electricity by sale or order of any governmental authority having jurisdiction thereof, or (x) any other action by any governmental authority which prevents or prohibits the Parties from carrying out their respective obligations under this Agreement. This definition shall not include economic hardship of either Party and shall not include: (i) equipment failure (except to the extent that such failure itself arises from Force Majeure), (ii) acts or omissions of Seller’s contractors or agents (except to the extent that such acts or omissions themselves arise from Force Majeure), (iii) changes in costs of services, materials, labor, (iv) Buyer’s economic ability to pay for or to use the Energy Output purchased hereunder, or (v) Seller’s ability to sell Energy Output at a price greater than the Energy Payment Rate under this PPA.

“Governmental and/or Utility Charges” means all federal, state and local taxes, governmental charges, emission allowance costs, duties, tariffs, levies, licenses, fees, permits, assessments, adders or surcharges (including public purposes charges and low income bill payment assistance charges), imposed or authorized by any governmental authority, utility, transmission and distribution provider (including regional interconnect, independent system operator or regional transmission operator) or any other regulatory entity in connection with or relating to the generation, delivery or sale of Energy Output. Despite anything in this Agreement to the contrary, Governmental and/or Utility Charges do not include taxes related to the System or Seller’s income generated under this Agreement.

“Indemnity Claims” shall have the meaning ascribed to such term in Section 12.1.

“Independent Appraiser” means an individual who is a member of a national accounting, engineering or energy consulting firm qualified by education, experience and training to determine the value of solar generating facilities of the size and age and with the operational characteristics of the System. Except as may be otherwise agreed by the Parties, the Independent Appraiser shall not be (or within three years before his appointment have been) a director, officer or an employee of, or directly or indirectly retained as consultant or adviser to, Buyer or Seller or any Affiliate of Seller or Buyer.

“Interconnection Agreement” means any agreement required for the interconnection of the System with the local electric utility and the resale of excess power to the local utility.

“Lease” shall have the meaning ascribed to such term in the recitals to this PPA.

“Leased Premises” shall have the meaning ascribed in the Lease.

“Lender” shall have the meaning ascribed to such term in Section 17.2(b).

“Metering Device” means the revenue-grade energy metering device installed and owned by Seller to measure Energy Output.

“Meter Malfunction Period” shall have the meaning ascribed to such term in Section 7.2(iv).

“Meter Malfunction Output” shall have the meaning ascribed to such term in Section 7.2(iv).

“Non-Defaulting Party” shall have the meaning ascribed to such term in Section 9.2.

“Notices” shall have the meaning ascribed to such term in Section 16.1.

“Person” means an individual, general or limited partnership, corporation, municipal corporation, business trust, joint stock company, trust, unincorporated association, joint venture, governmental authority, limited liability company, or any other entity of whatever nature.

“PPA Dispute” shall have the meaning ascribed to such term in Section 15.1.

“Preliminary Determination” shall have the meaning ascribed to such term in Section 13.3(b).

“Premises” shall have the meaning ascribed to such term in the Lease.

“Project Documents” shall mean those documents required for the construction, financing and ownership of a solar photovoltaic system, including, but not limited to, power purchase agreements, EPC Agreements and property access documentation.

“Purchase Price Appraiser” shall have the meaning ascribed to such term in Section 13.3(a).

“Renewable Energy Credit” or “REC” has the meaning set forth in 20 ILCS 3855 and in the energy laws and regulations of the State of Illinois, the Illinois Commerce Commission, and/or the Illinois Power Agency (“IPA”).

“Representatives” shall have the meaning ascribed to such term in Section 14.1.

“Schedule of Definitions” shall have the meaning ascribed to such term in Section 1.1.

“System” means the solar electric generating facility owned by Seller and more particularly described in Exhibit B, but does not include the Premises, the Leased Premises, or any other real or personal property owned by Buyer.

“System Assets” means the each and all of the assets of which the System is comprised, including Seller’s solar energy panels, mounting systems, energy monitoring systems, inverters, monitoring systems, Metering Devices, disconnects, boxes, integrators and other related equipment installed on the Premises, electric lines required to connect such equipment to the Premises, protective and associated equipment, improvements, and other tangible and intangible assets, permits, property rights and contract rights required for the installation, construction, operation, and maintenance of the System.

“System Loss” means any loss of or damage to the System or System Assets or any part thereof that prevents the System from operating at full capacity, resulting from or arising out of any cause or occurrence including but not limited to theft, casualty, accident, condemnation or Force Majeure other than (i) Seller’s negligence or intentional misconduct, (ii) Seller’s breach of maintenance obligations under this PPA, or (iii) normal wear and tear of the System.

“System Purchase Price” shall have the meaning ascribed to such term in Section 13.2.

“Term” shall have the meaning ascribed to such term in Section 2.1.

“Termination Fee” shall have the meaning ascribed to such term in Section 9.4(b).

“Test Energy” shall mean all Energy Output produced before the Commercial Operation Date as measured at and delivered to the Metering Device, subject to Section 7.3.

“Total System Loss” means any total or complete loss, damage or destruction of the System or System Assets or any part thereof resulting from or arising out of any cause or occurrence including but not limited to theft, casualty, accident, condemnation or Force Majeure other than (i) Seller’s negligence or intentional misconduct, (ii) Seller’s breach of maintenance obligations under this PPA, or (iii) normal wear and tear of the System.

“Total Delivered Energy” shall mean all Energy Output produced on and after the Commercial Operation Date as measured at and delivered to the Metering Device, subject to Section 7.3.

“Transaction” means any transaction between the Parties under the terms of this PPA or the Lease or any other agreement, instrument, or undertaking between the Parties.

“USD” means United States Dollars.

EXHIBIT D - ENERGY PAYMENT RATE

1. Energy Payment Rates shall be as follows,

Pickerill Pavillion

Year	PPA Rate
1	\$0.0650
2	\$0.0650
3	\$0.0650
4	\$0.0650
5	\$0.0650
6	\$0.0650
7	\$0.0650
8	\$0.0650
9	\$0.0650
10	\$0.0650
11	\$0.0650
12	\$0.0650
13	\$0.0650
14	\$0.0650
15	\$0.0650
16	\$0.0650
17	\$0.0650
18	\$0.0650
19	\$0.0650
20	\$0.0650
21	\$0.0650
22	\$0.0650
23	\$0.0650
24	\$0.0650
25	\$0.0650

2. The Energy Payment Rates above were calculated based on the following assumptions:
- a. IPA SREC Prices as of 09/01/2022
 - a. 0 kW AC to 25 kW AC = \$71.89
 - b. 30% Federal Investment Tax Credit is applicable for benefit of Seller
 - c. ComEd inverter rebate is applicable to the Seller in the amount of \$250/kW DC
 - d. Section 179 Depreciation value is applicable for benefit of Seller
 - e. Assumes a 0% PPA rate escalator

EXHIBIT E - EXPECTED ANNUAL PRODUCTION

(weather adjusted assuming 2.0% first year degradation and 0.8% annual degradation thereafter)

Year	Expected Production (kWh)
1	39,000
2	38,220
3	37,914
4	37,611
5	37,310
6	37,012
7	36,715
8	36,422
9	36,130
10	35,841
11	35,555
12	35,270
13	34,988
14	34,708
15	34,430
16	34,155
17	33,882
18	33,611
19	33,342
20	33,075
21	32,810
22	32,548
23	32,288
24	32,029
25	31,773
Total	876,640

Hey and Associates, Inc.

Engineering, Ecology and Landscape Architecture

MILWAUKEE, WISCONSIN

26575 W. COMMERCE DRIVE, SUITE 601

VOLO, ILLINOIS 60073

PHONE (847) 740-0888

FAX (847) 740-2888

CHICAGO, ILLINOIS

September 30, 2022

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

Proposal No.: 22-0380

Re: Proposal for Engineering and Ecologic Consulting Services for Little Rock Creek Forest Preserve Dam Removal – Concept Design Services
Kendall County, Illinois

Dear Mr. Guritz:

We understand that there is an existing breached low-head dam on Little Rock Creek on the Little Rock Creek Forest Preserve that the Kendall County Forest Preserve District (KCFPD) wishes to remove and restore the creek in the general vicinity. We offer the following scope of services to provide concept plan development services and assistance in pursuit of grant funding for the project.

Task 1: Dam Removal and Riparian Restoration Concept Plan

We will complete the following tasks in preparation of a concept plan and supporting information:

1. Perform a field reconnaissance of the project area to ascertain site specific conditions.
2. Prepare a draft concept plan for dam removal and corridor restoration of the upstream riparian corridors and the areas surrounding the dam for KCFPD review.
3. Attend a virtual discussion to review the draft concept plan with staff and make edits, as necessary.
4. Prepare a final concept plan, including concept level details, for use in consensus building and pursuit of grant funding.
5. Prepare a concept level opinion of probably cost.
6. Prepare a concept design memorandum outlining key design features and approach, including potential access and equipment limitations, and a summary of likely regulatory needs including timeline and fees.
7. Attend a meeting to present the concept plan and discussion to staff.

We will complete this task for a lump sum fee of \$9,500.

Task 2: Grant Application Assistance

We will assist the LCFPD with pursuit of project grant funding through sources such as the IEPA Section 319 program. This may include preparation of forms and applications, additional exhibits, narrative information and other information and data necessary.

We will complete this task on a time and materials basis for a fee not to exceed \$4,500, assuming submittal for up to two grant opportunities.

Task 3: Site Master Planning Assistance

We understand that an existing master plan for the site has been prepared but this project and other trail funding opportunities may require updates to that plan for pursuit of funding. We will assist in master plan updates on an as requested basis.

We will complete this task on a time and materials basis for a fee not to exceed \$5,000, assuming submittal for up to two grant opportunities.

FEE SUMMARY

TASKS	FEE
Task 1	\$9,500 LS
Task 2	\$4,500 T&M
Task 3	\$5,000 T&M
TOTAL	\$20,000

Reimbursable expenses are included in the lump sum fees noted above and include, but are not necessarily limited to, travel, reproductions, shipping/delivery, aerial photographs, phone and other communication charges, consultants and subcontractor fees, equipment and supply costs related to the execution of the project. Any additional meetings or supplemental work would be in addition to the above amount or by separate proposal. Our Standard Terms and Conditions are attached.

If this agreement is acceptable, please sign below and return this proposal to our office. Upon receipt, we will sign and return a fully executed copy for your records. This proposal is valid for 60 days from the date of this letter. Should you have any questions, please contact the project manager, Dave Kraft at our Volo office.

Hey and Associates, Inc.

Kendall County Forest Preserve District

Attest

Attest

Date

Date

Compensation

Profession

Engineering

Senior Principal Civil Engineer	\$210
Principal Civil Engineer	\$185
Senior Civil Engineer	\$170
Civil Engineer I to V	\$115-155
Water Resources Specialist I to V	\$110-150
Engineering Technician I to V	\$110-150
Lake and Survey Services Manager	\$150

Ecological Services

Senior Principal Ecologist	\$200
Senior Project Scientist	\$165
Environmental Services Manager	\$145
Environmental Scientist I to V	\$95-135
Environmental Intern	\$45

Landscape Architecture

Senior Landscape Architect	\$170
Landscape Architect I to V	\$105-145
Landscape Designer	\$100

Erosion Control

Senior Erosion and Sediment Control Specialist	\$165
Erosion and Sediment Control Specialist	\$95

Subsurface Drainage Services

Subsurface Drainage Services Manager	\$120
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Design Support

CAD Technician	\$100
GIS Specialist	\$100

Administration

Senior Administrator	\$110
Accounting/Marketing Administrator	\$75
Administrative Assistant	\$70

Expert Testimony

Rates to be determined on per-project basis

Reimbursable Expense

Reimbursable expenses shall be reimbursed at cost plus an 8% administrative service charge. Such expenses shall include, but are not necessarily limited to travel, reproduction, shipping/delivery, aerial photographs, phone and other communication charges, consultants and subcontractor fees, equipment and supply costs related to the execution of the project. Fixed reimbursable expense costs are as follows:

Travel	\$.65/mile
Copies	\$.20/page
Software/Digital Resource Charge	\$100.00/project
ATV Usage	\$ 40.00/hour
ATV Discing, Herbicide, Spraying, Mowing	\$ 45.00/hour
Boat Usage	\$ 75.00/hour
Chain Saw Usage	\$ 20.00/hour
Additional Plotting, B & W	\$.90/sq. ft.
Additional Plotting, Color	\$ 2.75/sq. ft.
Additional Plotting, Mylar	\$ 4.50/sq. ft.
Flow Meter	\$ 50.00/day
GPS Rover	\$350.00/day
Total Station/GPS Equipment	\$100.00/day
Unmanned Aerial Reconnaissance	Per Project

Insurance

Throughout the duration of the project, Hey will procure and maintain the following insurance:

Liability	Limits of Liability
Workers' Compensation and Employer's Liability	\$ 500,000 each incident
Commercial General Liability	\$ 2,000,000
Professional Liability	\$ 2,000,000
Automobile Liability	\$ 1,000,000

Within the limits of this insurance, Hey agrees to hold the Client harmless from and against loss, damage, injury or liability arising directly from the negligent acts or omissions of employees, agents, or subcontractors of Hey.

Client will limit any and all liability, claim for damages, losses, cost of defense, or expenses to be levied against Hey on account of any design defect, error, omission, or professional negligence to a sum not to exceed the amount of Hey's fee under this agreement. Should the Client require other types of insurance coverage, limits in excess of the above limits, and/or certificates naming any other(s) than the Client as additional insured parties, Hey's cost of obtaining such coverage, limits, or certificates shall be reimbursable by the Client.

Billing

Billings shall be on a monthly basis and are payable upon receipt. An additional charge of 1½ percent per month (18% per annum) shall be applied to any balance unpaid more than 30 days beyond date of invoice. Client shall pay any attorney's fees, court costs or other expenses incurred collecting delinquent accounts.

Hey and Associates Inc. (Hey), with seven (7) days written notice, reserves the right to suspend or terminate work under this agreement on any account that is past due. The Client's obligation to pay for the work contracted is in no way dependent upon the Client's ability to obtain financing, zoning, permit approval by governmental or regulatory agencies, or upon the Client's successful completion of the project. The rates presented herein are effective for the period January 1, 2022 through December 31, 2022.

Limitation of Costs

Hey will not be obligated to continue performance or incur costs beyond the estimated costs unless the Client agrees in writing to a revised cost estimate.

Client's Responsibilities

Client shall arrange for access to and make all provisions for Hey to enter upon private and public property as required for Hey to perform services under this Agreement. Client shall provide Hey with all existing available information regarding this project as required. Hey shall be entitled to rely upon information and documentation provided by the Client or consultants retained by the Client in relation to this project, however Hey assumes no responsibility or liability for their completeness or accuracy.

Cost Opinions

Any cost opinions or project economic evaluations provided by Hey will be on the basis of experience and judgment, but, because Hey has no control over market conditions or bidding procedures, we cannot warrant that bids, construction cost, or project economics will not vary from these opinions.

Standard of Care

The standard of care for all services performed by Hey under the agreement will be the care and skill ordinarily used by members of Hey's profession practicing under similar circumstances at the same time and in the same locality. Hey makes no warranties, express or implied, under this Agreement or otherwise, in connection with Hey's services.

Means & Methods

Hey will neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the construction of the subject project(s).

Mutual Indemnification

Subject to the foregoing provisions, Hey agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors, employees and agents from and against any liabilities, damages and costs (including reasonable attorneys' fees and costs of defense) arising out of the death or bodily injury to any person or the destruction or damage to any property, to the extent caused, during the performance of Services under this Agreement, by the negligent acts, errors or omissions of Hey or anyone for whom Hey is legally responsible, subject to any limitations of liability contained in this Agreement. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Hey, its officers, directors, employees and agents from any liabilities, damages and costs (including reasonable attorney's fees and costs of defense) to the extent caused by the negligent acts, errors or omissions of the Client, the Client's contractors, consultants or anyone for whom Client is legally liable.

Copyright Indemnification

To the fullest extent permitted by law, Client shall indemnify and hold harmless Hey from and against any and all costs, losses and damages (including but not limited to all attorney fees and charges, all court or arbitration or other dispute resolution costs, and any time spent by Hey in defense of any such claims) resulting from any claims brought against Hey alleging copyright, trademark, or patent infringement or any other cause of action or regulatory decision resulting from Hey's use of, or reliance on, the design, plans and specifications provided by the Client for the Project. This provision shall survive the completion of the services provided under this Agreement.

Consequential Damages

To the fullest extent permitted by law, Client and Hey waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

Termination

Either party may terminate this Agreement upon not less than seven (7) days written notice should the other party fail to substantially perform in accordance with the terms of this Agreement through no fault of the terminating party. Hey may terminate this Agreement for its convenience and without cause by providing not less than seven (7) days written notice. If Client terminates this Agreement for its convenience and without cause, Client agrees to compensate Hey for services performed prior to the termination, together with Reimbursable Expenses incurred and costs attributable to termination, including the costs attributable to Hey's termination of consultant agreements and authorized Additional Services.

Dispute Resolution

Client and Hey agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation. If such mediation is unsuccessful in resolving a Dispute, then such Dispute shall be resolved by a court of competent jurisdiction.