

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

**TUESDAY, FEBRUARY 13, 2024  
4:30 P.M.**

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

- I. Call to Order
- II. Roll Call: Brian DeBolt (President), Ruben Rodriguez (Vice President), Seth Wormley (Secretary), Scott Gengler, Jason Peterson, Zach Bachmann, Elizabeth Flowers, Matt Kellogg, Dan Koukol, and Brooke Shanley
- III. Approval of Agenda
- IV. Public Comments
- V. Leadership Team Report
- VI. Motion to Forward Claims to Commission
- VII. Review of Preliminary Financial Statements through January 31, 2024
- VIII. **OLD BUSINESS**
  - a. Hoover – Fox River Bluffs Forest Preserves Trail Connection – Updated Concept Plan and Construction Cost Estimates
  - b. Village of Minooka 2023 Illinois Department of Natural Resources - Land and Water Conservation Fund Grant Application Updates and Recommendations
- IX. **NEW BUSINESS**
  - a. **MOTION**: Approval to Forward an Intergovernmental Agreement between Kendall County and the Kendall County Forest Preserve District for the Dedication of Kendall County Transportation Alternatives Program Funding and Authorization to Construct Multi-Use Trail Segments within County-owned Parcels to Complete the Hoover – Fox River Bluffs Forest Preserve Connecting Trail to Commission and the Kendall County Board for Consideration
  - b. **MOTION**: Approval to Forward Resolution #24-02-001 Authorizing the Submission of an Illinois Department of Natural Resources – Regional Trail Program Grant to Commission for Approval
  - c. **MOTION**: Approval to Forward a Motion and Treasurer’s Office Request to Transfer Interest Earnings Retained in Fund 1903 in the Amount of \$98,714.98, and Fund 1902 in the Amount of \$1,081.90 to the District’s Capital Fund 1907 to Commission for Approval
  - d. **MOTION**: Approval to Forward the 2024 Farm License Agreement Renewals to Commission for Approval
- X. **OTHER ITEMS OF BUSINESS**
  - a. Public Hearing Summary Report – Proposed Regional Trails Program Area - February 8, 2024
  - b. Kendall County Forest Preserve District – Calendar Year 2023 Year-In-Review Report
- XI. Committee Chairman Reports: Seth Wormley (Finance) and Dan Koukol (Operations)
- XII. Public Comments
- XIII. Executive Session
- XIV. Summary of Action Items
- XV. Adjournment

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

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

To: Kendall County Forest Preserve District Committee of the Whole

From: David Guritz, Executive Advisor

RE: Leadership Team Report

Date: February 13, 2024

### **Status of SB 3743 - 103rd General Assembly**

Senate Bill 3743 proposes amendment of the Downstate Forest Preserve Act (70 ILCS 805/) and State Finance Act (30 ILCS 105) to allow forest preserves to impose a local sales tax in one-quarter of one-percent increments, not to exceed 1%, by majority vote on a referendum question. The bill has been sponsored by Senator Linda Homes – D-42 under expectation the bill will enjoy bipartisan support. The proposed amendment was introduced to the Illinois Association of Conservation and Forest Preserve Districts at the January 25 meeting, with no opposition expressed by attending forest preserve district representatives.

### **FY24 RTP Grant – Hoover – Fox River Bluffs Forest Preserve Trail Connection**

The State’s Attorney’s Office has completed review of the Intergovernmental Agreement between the District and the County in preparation for submission of an RTP Grant. The IGA includes \$189,000 in KC-TAP funding support, with the District responsible for trail construction and all future trail maintenance. District staff recommends forwarding the final draft of the IGA to Commission for approval.

Separately, the District will need to approve the authorizing ordinance to submit the application later this month.

Upland Design has completed the update of the trail design and probable costs for construction. The required public hearing was held on Thursday, February 8, 2024. The District continues to receive comments expressing support for the project.

The District has reached out to Rep. Lauren Underwood’s office to open a dialog on support funding for the Hoover-Fox River Bluffs trail connection and Subat Nature Center projects.

### **Subat Nature Center**

Kluber Architects + Engineers plans to present updated concept plans and probable costs for construction for the Subat Nature Center to the Committee of the Whole in March. District staff have been working with Kluber Architects to reduce the project scope to reduce costs, and develop the content for the Center’s interpretive exhibits.

### **FY 2023 End of Year and Audit Reporting**

The FY23 audit process is nearing completion. The audit will be presented at the Committee of the Whole meeting on March 12, 2024.

### **Grounds and Natural Resources Updates**

The District’s 23-24 Bow Hunt program ended on Jan. 14<sup>th</sup> with 39 harvests

The full time Grounds Coordinator and Resident, and Grounds Maintenance positions are now posted.

The part time Grounds Maintenance – Closer/ Opener position was filled.

The Grounds and Natural Resources crew has been clearing invasive trees and shrubs out of prairie areas burned this past burn season.

Renewal of the interior finishes of the Hoover residence is almost complete.

There are currently 5 wedding bookings at Meadowhawk Lodge, 2 at Ellis House and Equestrian Center, and 2 in-process bookings at the Pickerill Estate House.

### **Education Updates**

Natural Beginnings enrollment opened on January 16<sup>th</sup>. 63 out of 66 spots are filled (95%). Summer camp enrollment opened on January 22<sup>nd</sup>. 201 out of 266 spots are filled (75.5%)

All third quarterly payments for Natural Beginnings have been collected and deposited.

The District provided a self-guided family hike with a total of 15 stations to the families of the Y-115 Early Childhood Education Program at Hoover Forest Preserve. Field trips for 250 students are planned, and will be offered in April and May.

District’s staff extended support to Scott Johnson and the Forest Foundation with setup of an exhibit of (water) birds for his presentation “Wings on the Water: Birds of the Fox River.” This presentation is part of a series of talks about “The Fox River: Our Hidden Gem” presented by the Conservation Foundation’s Kendall County Advisory Council.

On Friday, February 9<sup>th</sup> District staff presented on the topic of Nature-based Early Childhood Education at the Waubensee Community College. 72 students attended the workshop.

On February, 24<sup>th</sup> the District will host an IDNR ENTICE teacher workshop at the Pickerill – Pigott Estate House.

The District will host the very popular family “Sap to Syrup” program on March 9<sup>th</sup> at Hoover Forest Preserve. All three timeslots are almost full.

The District made progress on the development of the 17-Year Periodical Cicada program and citizen science project.

On May 4<sup>th</sup> the District will host the “Cicada Surge” public program at Hoover Forest Preserve. Additionally, the education division is planning to offer ADA accessible self-guided Cicada hikes at each of the following preserves: Hoover, Harris, and Pickerill-Pigott.



Figure 1: *Magicicada septendecim* - Brood XIII

Link to Survey and GIS-Map  
<https://survey123.arcgis.com/share/cfcc11977dd94cc3bf46eaba91037b9a?portalUrl=https://maps.co.kendall.il.us/portal>

Link to GIS Map – Kendall County Forest Cover – 1830  
<https://maps.co.kendall.il.us/forest-preserve/cicadas/>

Brood Map  
[https://en.wikipedia.org/wiki/Brood\\_XIII#/media/File:Periodical\\_Cicada\\_Broods\\_of\\_the\\_United\\_States.png](https://en.wikipedia.org/wiki/Brood_XIII#/media/File:Periodical_Cicada_Broods_of_the_United_States.png)

## INVOICE ENTRY PROOF LIST

CLERK: jgranholm BATCH: 4232 NEW INVOICES

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

VENDOR	REMIT NAME	INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE
HELD INVOICES								
124	00000 BARRETT'S ECOWAT	0010381021524		021524F	34.45	.00	.00	
CASH 000008	2024/03 INV 01/26/2024	SEP-CHK: Y DISC: .00						
ACCT 1Y210	DEPT 11 DUE 02/15/2024	DESC:Ellis Service Call for Cloudy water			19001160	68580	34.45	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 124/49690								
* Invoice must be approved or voided to post.								
124	00000 BARRETT'S ECOWAT	DE-00569		021524F	29.57	.00	.00	
CASH 000008	2024/03 INV 02/06/2024	SEP-CHK: Y DISC: .00						
ACCT 1Y210	DEPT 11 DUE 02/15/2024	DESC:Water Delivery Service-Ellis			19001160	68580	29.57	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 124/49937								
* Invoice must be approved or voided to post.								
296	00000 COFFMAN CARPETS	Hoover Resid		021524F	1,555.00	.00	.00	
CASH 000008	2024/03 INV 02/02/2024	SEP-CHK: Y DISC: .00						
ACCT 1Y210	DEPT 11 DUE 02/15/2024	DESC:Hoover Residence Installation			19001171	63120	1,555.00	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 296/49850								
* Invoice must be approved or voided to post.								
506	00000 ELBURN NAPA, INC	4860021524		021524F	86.91	.00	.00	
CASH 000008	2024/03 INV 01/31/2024	SEP-CHK: Y DISC: .00						
ACCT 1Y210	DEPT 11 DUE 02/15/2024	DESC:Various Equipment for Grounds Operations			19001183	62160	86.91	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 506/49701								
* Invoice must be approved or voided to post.								
541	00000 FIRST NATIONAL B	VickJan2024		021524F	85.24	.00	.00	
CASH 000008	2024/03 INV 02/02/2024	SEP-CHK: Y DISC: .00						
ACCT 1Y210	DEPT 11 DUE 02/27/2024	DESC:Vick Credit Card Jan 2024			19001162	68580	65.06	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 541/49801								
* Invoice must be approved or voided to post.								



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CLERK: jgranholm BATCH: 4232 NEW INVOICES

VENDOR	REMIT NAME	INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE
541	00000 FIRST NATIONAL B WhiteJan2024	021524F		021524F	308.06		.00	.00	
CASH 000008	2024/03 INV 02/02/2024 SEP-CHK: Y DISC: .00					190011	62040	225.00	1099:
ACCT 1Y210	DEPT II DUE 02/27/2024 DESC:White Credit Card Jan 2024					19001183	68530	83.06	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 541/49804									
* Invoice must be approved or voided to post.									
541	00000 FIRST NATIONAL B GurtitzJan2024	021524F		021524F	1,401.43		.00	.00	
CASH 000008	2024/03 INV 02/02/2024 SEP-CHK: Y DISC: .00					190011	62000	1,372.43	1099:
ACCT 1Y210	DEPT II DUE 02/27/2024 DESC:Gurtitz Credit Card Jan 2024					19001164	63000	29.00	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 541/49808									
* Invoice must be approved or voided to post.									
556	00000 FLATSO'S TIRE SH 30527	021524F		021524F	25.00		.00	.00	
CASH 000008	2024/03 INV 02/08/2024 SEP-CHK: Y DISC: .00					19001183	62160	25.00	1099:
ACCT 1Y210	DEPT II DUE 03/09/2024 DESC:valve Stem								
CONDITIONS THAT PREVENT POSTING INVOICE 556/49936									
* Invoice must be approved or voided to post.									
695	00000 GROUND EFFECTS I 490951-000	021524F		021524F	41.20		.00	.00	
CASH 000008	2024/03 INV 02/05/2024 SEP-CHK: Y DISC: .00					19001183	68530	41.20	1099:
ACCT 1Y210	DEPT II DUE 02/15/2024 DESC:Road Gravel								
CONDITIONS THAT PREVENT POSTING INVOICE 695/49929									
* Invoice must be approved or voided to post.									
1007	00000 ILLINOIS COUNTIE Feb 2024 Installment	021524F		021524F	9,920.16		.00	.00	
CASH 000008	2024/03 INV 02/01/2024 SEP-CHK: Y DISC: .00					190011	68000	9,920.16	1099:
ACCT 1Y210	DEPT II DUE 02/15/2024 DESC:Liability Insurance Installment								
CONDITIONS THAT PREVENT POSTING INVOICE 1007/49691									
* Invoice must be approved or voided to post.									
1060	00000 JOHN DEERE FINAN 11113-29745021524	021524F		021524F	180.38		.00	.00	
CASH 000008	2024/03 INV 01/27/2024 SEP-CHK: Y DISC: .00					19001183	62160	172.89	1099:
ACCT 1Y210	DEPT II DUE 02/16/2024 DESC:Various Equipment & Supplies-Grounds Ope					19001183	63110	7.49	1099:

## INVOICE ENTRY PROOF LIST

CLERK: jgranholm BATCH: 4232

NEW INVOICES

VENDOR	REMIT NAME	INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE
CONDITIONS THAT PREVENT POSTING INVOICE 1060/49704									
* Invoice must be approved or voided to post.									
1060	00000 JOHN DEERE FINAN	11113-41567021524		021524F	45.96		.00	.00	
CASH 000008	2024/03 INV 02/01/2024	SEP-CHK: Y	DISC: .00						
ACCT 1Y210	DEPT 11 DUE 02/21/2024	DESC:Ellis-Animal Care			19001164	63000		45.96	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 1060/49848									
* Invoice must be approved or voided to post.									
1153	00000 KENDALL CO HIGHW	Jan2024Fuel		021524F	1,476.73		.00	.00	
CASH 000008	2024/03 INV 02/01/2024	SEP-CHK: Y	DISC: .00						
ACCT 1Y210	DEPT 11 DUE 02/15/2024	DESC:Jan 2024 Fuel and Diesel			19001183	62180		1,476.73	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 1153/49823									
* Invoice must be approved or voided to post.									
1199	00000 KLUBER, INC.	8831		021524F	9,736.68		.00	.00	
CASH 000008	2024/03 INV 01/31/2024	SEP-CHK: Y	DISC: .00						
ACCT 1Y210	DEPT 11 DUE 02/15/2024	DESC:Architect Services-Subat			190411	62150		9,736.68	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 1199/49944									
* Invoice must be approved or voided to post.									
1323	00000 MENARDS	90231		021524F	9.97		.00	.00	
CASH 000008	2024/03 INV 01/18/2024	SEP-CHK: Y	DISC: .00						
ACCT 1Y210	DEPT 11 DUE 02/15/2024	DESC:Cleaners			19001183	63110		9.97	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 1323/49677									
* Invoice must be approved or voided to post.									
1323	00000 MENARDS	90185		021524F	19.49		.00	.00	
CASH 000008	2024/03 INV 01/17/2024	SEP-CHK: Y	DISC: .00						
ACCT 1Y210	DEPT 11 DUE 02/15/2024	DESC:Painters Tape			19001171	63120		19.49	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 1323/49678									
* Invoice must be approved or voided to post.									

INVOICE ENTRY PROOF LIST

CLERK: jgranholm BATCH: 4232 NEW INVOICES

VENDOR	REMIT NAME	INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE
1323	00000 MENARDS	90107		021524F	191.28		.00	.00	
CASH	000008	2024/03	INV 01/16/2024	SEP-CHK: Y	DISC: .00				
ACCT	1Y210	DEPT 11	DUE 02/15/2024	DESC:Paint, drop cloth, brushes		19001171	63120	191.28	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 1323/49679									
* Invoice must be approved or voided to post.									
1323	00000 MENARDS	90562		021524F	122.86		.00	.00	
CASH	000008	2024/03	INV 01/23/2024	SEP-CHK: Y	DISC: .00				
ACCT	1Y210	DEPT 11	DUE 02/15/2024	DESC:Mops, brushes, ice melt		19001171	68580	77.94	1099:
						19001183	63110	44.92	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 1323/49680									
* Invoice must be approved or voided to post.									
1323	00000 MENARDS	90698		021524F	54.87		.00	.00	
CASH	000008	2024/03	INV 01/25/2024	SEP-CHK: Y	DISC: .00				
ACCT	1Y210	DEPT 11	DUE 02/15/2024	DESC:Paint, edgers		19001171	63120	54.87	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 1323/49681									
* Invoice must be approved or voided to post.									
1323	00000 MENARDS	90702		021524F	15.12		.00	.00	
CASH	000008	2024/03	INV 01/25/2024	SEP-CHK: Y	DISC: .00				
ACCT	1Y210	DEPT 11	DUE 02/15/2024	DESC:Screwdriver, screws		19001171	63120	15.12	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 1323/49682									
* Invoice must be approved or voided to post.									
1323	00000 MENARDS	90708		021524F	16.28		.00	.00	
CASH	000008	2024/03	INV 01/25/2024	SEP-CHK: Y	DISC: .00				
ACCT	1Y210	DEPT 11	DUE 02/15/2024	DESC:Door Sweep		19001171	63120	16.28	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 1323/49683									
* Invoice must be approved or voided to post.									
1323	00000 MENARDS	91029		021524F	9.98		.00	.00	
CASH	000008	2024/03	INV 01/30/2024	SEP-CHK: Y	DISC: .00				
ACCT	1Y210	DEPT 11	DUE 02/15/2024	DESC:Paint edger, rollers		19001171	63120	9.98	1099:



INVOICE ENTRY PROOF LIST

CLERK: jgranholm BATCH: 4232 NEW INVOICES

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

CONDITIONS THAT PREVENT POSTING INVOICE 1323/49684

\* Invoice must be approved or voided to post.

1323	00000	MENARDS	90773	021524F	36.20	.00	.00	
CASH	000008	2024/03	INV 01/26/2024	SEP-CHK: Y	DISC: .00			
ACCT	1Y210	DEPT II	DUE 02/15/2024	DESC: Bench protector, brass elbow, valve		19001183	62160	36.20 1099:

CONDITIONS THAT PREVENT POSTING INVOICE 1323/49685

\* Invoice must be approved or voided to post.

1323	00000	MENARDS	90775	021524F	117.09	.00	.00	
CASH	000008	2024/03	INV 01/26/2024	SEP-CHK: Y	DISC: .00			
ACCT	1Y210	DEPT II	DUE 02/15/2024	DESC: Rug, mats, trash bags, filters		19001160	68580	117.09 1099:

CONDITIONS THAT PREVENT POSTING INVOICE 1323/49686

\* Invoice must be approved or voided to post.

1323	00000	MENARDS	91060	021524F	152.99	.00	.00	
CASH	000008	2024/03	INV 01/30/2024	SEP-CHK: Y	DISC: .00			
ACCT	1Y210	DEPT II	DUE 02/15/2024	DESC: Faucet, toilet seat		19001171	63120	152.99 1099:

CONDITIONS THAT PREVENT POSTING INVOICE 1323/49828

\* Invoice must be approved or voided to post.

1323	00000	MENARDS	91454	021524F	185.34	.00	.00	
CASH	000008	2024/03	INV 02/05/2024	SEP-CHK: Y	DISC: .00			
ACCT	1Y210	DEPT II	DUE 02/15/2024	DESC: Pothole patch, Gloves, Broom, Straw		19001171	63120	185.34 1099:

CONDITIONS THAT PREVENT POSTING INVOICE 1323/49942

\* Invoice must be approved or voided to post.

1323	00000	MENARDS	91464	021524F	168.95	.00	.00	
CASH	000008	2024/03	INV 02/05/2024	SEP-CHK: Y	DISC: .00			
ACCT	1Y210	DEPT II	DUE 02/15/2024	DESC: Heater, wall patch, hook, pvc pipe		19001171	63120	128.99 1099: 39.96 1099:

CONDITIONS THAT PREVENT POSTING INVOICE 1323/49943

\* Invoice must be approved or voided to post.



## INVOICE ENTRY PROOF LIST

CLERK: jgranholm BATCH: 4232 NEW INVOICES

VENDOR REMIT NAME	INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE
1452 00000 NICOR	85662610121021524		021524F	142.80	.00	.00	
CASH 000008 2024/03 INV 02/07/2024 SEP-CHK: Y DISC: .00					19001183 63090	142.80	1099:
ACCT 1Y210 DEPT II DUE 03/26/2024 DESC: Nicor Millbrook S							
CONDITIONS THAT PREVENT POSTING INVOICE 1452/49949							
* Invoice must be approved or voided to post.							
1452 00000 NICOR	87946110001021524		021524F	264.13	.00	.00	
CASH 000008 2024/03 INV 02/08/2024 SEP-CHK: Y DISC: .00					19001183 63090	264.13	1099:
ACCT 1Y210 DEPT II DUE 03/26/2024 DESC: Nicor Harris							
CONDITIONS THAT PREVENT POSTING INVOICE 1452/49951							
* Invoice must be approved or voided to post.							
1452 00000 NICOR	24614203628021524		021524F	147.64	.00	.00	
CASH 000008 2024/03 INV 02/08/2024 SEP-CHK: Y DISC: .00					19001171 63090	147.64	1099:
ACCT 1Y210 DEPT II DUE 03/26/2024 DESC: Nicor Blazing Star							
CONDITIONS THAT PREVENT POSTING INVOICE 1452/49953							
* Invoice must be approved or voided to post.							
1477 00000 O'MALLEY WELDING	021524		021524F	700.00	.00	.00	
CASH 000008 2024/03 INV 02/08/2024 SEP-CHK: Y DISC: .00					19001183 62160	700.00	1099:
ACCT 1Y210 DEPT II DUE 02/15/2024 DESC: Ellis Plow Repairs							
CONDITIONS THAT PREVENT POSTING INVOICE 1477/49934							
* Invoice must be approved or voided to post.							
1655 00000 SERVICE SANITATI	50-493234021524		021524F	166.34	.00	.00	
CASH 000008 2024/03 INV 02/02/2024 SEP-CHK: Y DISC: .00					19001183 63070	166.34	1099:
ACCT 1Y210 DEPT II DUE 02/15/2024 DESC: Portable Restroom Services							
CONDITIONS THAT PREVENT POSTING INVOICE 1655/49702							
* Invoice must be approved or voided to post.							
1665 00000 SHAW MEDIA	10085118021524		021524F	59.99	.00	.00	
CASH 000008 2024/03 INV 01/31/2024 SEP-CHK: Y DISC: .00					190011 68430	59.99	1099:
ACCT 1Y210 DEPT II DUE 02/29/2024 DESC: Website Hosting							

INVOICE ENTRY PROOF LIST

CLERK: jgranholm BATCH: 4232 NEW INVOICES

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

CONDITIONS THAT PREVENT POSTING INVOICE 1665/49824

\* Invoice must be approved or voided to post.

1849 00001 VERIZON 9954594088 021524F 164.49 .00 .00

CASH 000008 2024/03 INV 01/19/2024 SEP-CHK: Y DISC: .00 164.49 1099:  
ACCT 1Y210 DEPT II DUE 02/11/2024 DESC:Cell phone services 19001183 63540

CONDITIONS THAT PREVENT POSTING INVOICE 1849/49696

\* Invoice must be approved or voided to post.

1871 00000 JESSICA VOSBURGH NB and Book Reimburs 021524F 43.03 .00 .00

CASH 000008 2024/03 INV 01/26/2024 SEP-CHK: Y DISC: .00 43.03 1099:  
ACCT 1Y210 DEPT II DUE 02/15/2024 DESC:Reimbursement for Books-NB, Substrate 19001178 63030

CONDITIONS THAT PREVENT POSTING INVOICE 1871/49706

\* Invoice must be approved or voided to post.

2047 00000 COMED 5514229027021524 021524F 15.97 .00 .00

CASH 000008 2024/03 INV 01/26/2024 SEP-CHK: Y DISC: .00 15.97 1099:  
ACCT 1Y210 DEPT II DUE 02/19/2024 DESC:ComEd Pickertill 19001184 63100

CONDITIONS THAT PREVENT POSTING INVOICE 2047/49672

\* Invoice must be approved or voided to post.

2047 00000 COMED 0927007163021524 021524F 24.54 .00 .00

CASH 000008 2024/03 INV 01/26/2024 SEP-CHK: Y DISC: .00 24.54 1099:  
ACCT 1Y210 DEPT II DUE 02/12/2024 DESC:ComEd Richard Young 190011 63510

CONDITIONS THAT PREVENT POSTING INVOICE 2047/49673

\* Invoice must be approved or voided to post.

2047 00000 COMED 1123166102021524 021524F 25.00 .00 .00

CASH 000008 2024/03 INV 01/24/2024 SEP-CHK: Y DISC: .00 25.00 1099:  
ACCT 1Y210 DEPT II DUE 03/25/2024 DESC:ComEd Jay Woods 190011 63510

CONDITIONS THAT PREVENT POSTING INVOICE 2047/49674

\* Invoice must be approved or voided to post.

INVOICE ENTRY PROOF LIST

CLERK: jgranholm BATCH: 4232 NEW INVOICES

VENDOR	REMIT NAME	INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE
2047	00000 COMED	5514710005021524		021524F	31.77		.00	.00	
CASH	000008	2024/03	INV 01/29/2024	SEP-CHK: Y	DISC: .00				
ACCT	1Y210	DEPT 11	DUE 03/15/2024	DESC:ComEd Harris Arena		190011	63510	31.77	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 2047/49675									
* Invoice must be approved or voided to post.									
2047	00000 COMED	5514711002021524		021524F	131.05		.00	.00	
CASH	000008	2024/03	INV 01/29/2024	SEP-CHK: Y	DISC: .00				
ACCT	1Y210	DEPT 11	DUE 03/15/2024	DESC:ComEd Harris		190011	63510	131.05	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 2047/49676									
* Invoice must be approved or voided to post.									
2047	00000 COMED	0756081017021524		021524F	750.98		.00	.00	
CASH	000008	2024/03	INV 02/01/2024	SEP-CHK: Y	DISC: .00				
ACCT	1Y210	DEPT 11	DUE 03/18/2024	DESC:ComEd Hoover Bathroom		19001171	63100	750.98	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 2047/49825									
* Invoice must be approved or voided to post.									
2047	00000 COMED	1938021081021524		021524F	36.55		.00	.00	
CASH	000008	2024/03	INV 02/01/2024	SEP-CHK: Y	DISC: .00				
ACCT	1Y210	DEPT 11	DUE 02/23/2024	DESC:ComEd Hoover Residence		19001171	63100	36.55	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 2047/49826									
* Invoice must be approved or voided to post.									
2047	00000 COMED	0793673015021524		021524F	1,590.32		.00	.00	
CASH	000008	2024/03	INV 02/06/2024	SEP-CHK: Y	DISC: .00				
ACCT	1Y210	DEPT 11	DUE 03/25/2024	DESC:ComEd-Hoover Multiple		19001171	63100	1,590.32	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 2047/49948									
* Invoice must be approved or voided to post.									
2057	00000 MATTHEW CAVINESS	12023579		021524F	500.00		.00	.00	
CASH	000008	2024/03	INV 01/29/2024	SEP-CHK: Y	DISC: .00				
ACCT	1Y210	DEPT 11	DUE 02/15/2024	DESC:Shoes and trims for Ellis House		19001164	63020	500.00	1099:N

INVOICE ENTRY PROOF LIST

CLERK: jgranholm BATCH: 4232 NEW INVOICES  
 VENDOR REMIT NAME INVOICE PO CHECK RUN NET AMOUNT EXCEEDS PO BY PO BALANCE CHK/WIRE

CONDITIONS THAT PREVENT POSTING INVOICE	2057/49938					
* Invoice must be approved or voided to post.						
2170 00000 ANTOINETTE WHITE Herbic reimbu	021524	021524F	180.00	.00	.00	
CASH 000008 2024/03 INV 02/01/2024 SEP-CHK: Y DISC: .00						180.00 1099:
ACCT 1Y210 DEPT II DUE 02/15/2024 DESC:Reimbursement for Herbicide License				190011 62040		
CONDITIONS THAT PREVENT POSTING INVOICE 2170/49687						
* Invoice must be approved or voided to post.						
3131 00000 GROOT INC	12001013T102	021524F	281.30	.00	.00	
CASH 000008 2024/03 INV 02/01/2024 SEP-CHK: Y DISC: .00						71.50 1099:
ACCT 1Y210 DEPT II DUE 02/15/2024 DESC:Trash and Recycling Services				19001168 63070		209.80 1099:
CONDITIONS THAT PREVENT POSTING INVOICE 3131/49827						
* Invoice must be approved or voided to post.						
3292 00000 SUMMERS HEATING	336127	021524F	1,387.00	.00	.00	
CASH 000008 2024/03 INV 02/02/2024 SEP-CHK: Y DISC: .00						1,387.00 1099:
ACCT 1Y210 DEPT II DUE 02/15/2024 DESC:Hoover Bathroom repairs to ladies room				19001171 63120		
CONDITIONS THAT PREVENT POSTING INVOICE 3292/49829						
* Invoice must be approved or voided to post.						
3370 00000 CITY FOREST CRED	271	021524F	500.00	.00	.00	
CASH 000008 2024/03 INV 01/30/2024 SEP-CHK: Y DISC: .00						500.00 1099:
ACCT 1Y210 DEPT II DUE 02/15/2024 DESC:Validation & Verification for Fox River Bluffs				190011 62150		
CONDITIONS THAT PREVENT POSTING INVOICE 3370/49833						
* Invoice must be approved or voided to post.						
3380 00000 AMAZON CAPITAL S 1Q6F-KXPQ-61GP		021524F	488.63	.00	.00	
CASH 000008 2024/03 INV 02/05/2024 SEP-CHK: Y DISC: .00						13.93 1099:
ACCT 1Y210 DEPT II DUE 03/06/2024 DESC:NB, Public Supplies, Office Supplies				190011 62000		235.15 1099:
CONDITIONS THAT PREVENT POSTING INVOICE 3380/49815						
* Invoice must be approved or voided to post.						
				19001179 63030		239.55 1099:

INVOICE ENTRY PROOF LIST

CLERK: jgranholm BATCH: 4232 NEW INVOICES

VENDOR	REMIT NAME	INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE
3380	00000 AMAZON CAPITAL S 1CL9-XPJX-3GFX	021524F		021524F	8.62		.00	.00	
CASH	000008 2024/03 INV 01/23/2024 SEP-CHK: Y DISC: .00					19001162	68580	8.62	1099:
ACCT	1Y210 DEPT 11 DUE 02/22/2024 DESC:Tire Repair Kit								
CONDITIONS THAT PREVENT POSTING INVOICE 3380/49834									
* Invoice must be approved or voided to post.									
3380	00000 AMAZON CAPITAL S 169H-9CDX-H7RF	021524F		021524F	37.99		.00	.00	
CASH	000008 2024/03 INV 02/01/2024 SEP-CHK: Y DISC: .00					19001171	63110	37.99	1099:
ACCT	1Y210 DEPT 11 DUE 03/02/2024 DESC:White board and markers								
CONDITIONS THAT PREVENT POSTING INVOICE 3380/49835									
* Invoice must be approved or voided to post.									
3380	00000 AMAZON CAPITAL S 1N9K-LXYV-XXG4	021524F		021524F	85.00		.00	.00	
CASH	000008 2024/03 INV 02/08/2024 SEP-CHK: Y DISC: .00					19001178	63030	85.00	1099:
ACCT	1Y210 DEPT 11 DUE 03/09/2024 DESC:Toy Brooms for NB								
CONDITIONS THAT PREVENT POSTING INVOICE 3380/49941									
* Invoice must be approved or voided to post.									
3837	00000 T-MOBILE 990345112021524	021524F		021524F	79.90		.00	.00	
CASH	000008 2024/03 INV 02/01/2024 SEP-CHK: Y DISC: .00					19001183	63540	79.90	1099:
ACCT	1Y210 DEPT 11 DUE 02/19/2024 DESC:Ooma Device								
CONDITIONS THAT PREVENT POSTING INVOICE 3837/49692									
* Invoice must be approved or voided to post.									
3837	00000 T-MOBILE 982008249021524	021524F		021524F	370.96		.00	.00	
CASH	000008 2024/03 INV 01/21/2024 SEP-CHK: Y DISC: .00					19001183	63540	370.96	1099:
ACCT	1Y210 DEPT 11 DUE 02/19/2024 DESC:Cell phone services								
CONDITIONS THAT PREVENT POSTING INVOICE 3837/49693									
* Invoice must be approved or voided to post.									
3869	00000 MCCULLOUGH IMPL 121621	021524F		021524F	21,426.22		.00	.00	
CASH	000008 2024/03 INV 02/05/2024 SEP-CHK: Y DISC: .00					190711	62160	21,426.22	1099:
ACCT	1Y210 DEPT 11 DUE 02/15/2024 DESC:Purchase of new RTV								

INVOICE ENTRY PROOF LIST

CLERK: jgranholm BATCH: 4232 NEW INVOICES

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

CONDITIONS THAT PREVENT POSTING INVOICE		3869/49930					
* Invoice must be approved or voided to post.							
4419	00000 MECHANICS LAB LL 4670	021524F	1,945.90	.00	.00		
CASH 000008	2024/03 INV 02/08/2024 SEP-CHK: Y DISC: .00						
ACCT 1Y210	DEPT II DUE 02/15/2024 DESC:GMC Cierra-Brake Repairs		19001183	62160	1,945.90	1099:	
CONDITIONS THAT PREVENT POSTING INVOICE		4419/49946					
* Invoice must be approved or voided to post.							
4523	00000 WESTWIND HAY FAR Feb2024	021524F	91.00	.00	.00		
CASH 000008	2024/03 INV 01/28/2024 SEP-CHK: Y DISC: .00						
ACCT 1Y210	DEPT II DUE 02/15/2024 DESC:Ellis Hay Bales		19001164	63000	91.00	1099:	
CONDITIONS THAT PREVENT POSTING INVOICE		4523/49694					
* Invoice must be approved or voided to post.							
4648	00000 CAROL GELLATLY Camp Refund	021524F	45.00	.00	.00		
CASH 000008	2024/03 INV 02/01/2024 SEP-CHK: Y DISC: .00						
ACCT 1Y210	DEPT II DUE 02/15/2024 DESC:Refund due to waitlist placement		19001177	63040	45.00	1099:	
CONDITIONS THAT PREVENT POSTING INVOICE		4648/49698					
* Invoice must be approved or voided to post.							
4650	00000 ELYZA RIVERA 24-00003	021524F	290.00	.00	.00		
CASH 000008	2024/03 INV 02/12/2024 SEP-CHK: Y DISC: .00						
ACCT 1Y210	DEPT II DUE 02/15/2024 DESC:MHL Sec Dep Refund		19001171	63040	290.00	1099:	
CONDITIONS THAT PREVENT POSTING INVOICE		4650/49699					
* Invoice must be approved or voided to post.							
4651	00000 KENDALL COUNTY H HR1	021524F	20.00	.00	.00		
CASH 000008	2024/03 INV 01/25/2024 SEP-CHK: Y DISC: .00						
ACCT 1Y210	DEPT II DUE 02/15/2024 DESC:Background Check Reimbursement		190011	62000	20.00	1099:	
CONDITIONS THAT PREVENT POSTING INVOICE		4651/49697					
* Invoice must be approved or voided to post.							

INVOICE ENTRY PROOF LIST

CLERK: jgranholm BATCH: 4232

NEW INVOICES

VENDOR	REMIT NAME	INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE
4664	00000 VM GROUND WERX L	021524		021524F	1,792.95		.00	.00	
CASH	000008	2024/03	INV 02/13/2024	SEP-CHK: Y	DISC: .00				
ACCT	1Y210	DEPT 11	DUE 02/15/2024	DESC: E11's Tile Repairs	19001162	68580		1,792.95	1099:N
CONDITIONS THAT PREVENT POSTING INVOICE 4664/49954									
* Invoice must be approved or voided to post.									
61 HELD INVOICES					TOTAL	59,852.26			

0 INVOICE(S) REPORT POST TOTAL .00

REPORT TOTALS .00



# Kendall County



## YEAR-TO-DATE BUDGET REPORT

FOR 2024 02

ACCOUNTS FOR:	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
1900 Forest Preserve							
II Forest Preserve Director							
1900II Forest Preserve							
1900II 41010 Current Property Tax	-759,981	-759,981	.00	.00	.00	-759,981.00	.0%
1900II 41350 Interest Income	-7,400	-7,400	-1,622.12	-811.49	.00	-5,777.88	21.9%
1900II 42250 Revenue	-149,058	-149,058	.00	.00	.00	-149,058.00	.0%
1900II 42860 Donations	-5,000	-5,000	.00	.00	.00	-5,000.00	.0%
1900II 42930 Farm License Revenue	-112,900	-112,900	-27,842.25	-4,364.03	.00	-85,057.75	24.7%
1900II 42940 Credit Card Fee	-4,000	-4,000	-1,232.31	-1,137.94	.00	-2,767.69	30.8%
1900II 51090 Salaries - Per Diem	5,500	5,500	.00	.00	.00	5,500.00	.0%
1900II 51390 Salaries - Full Time	181,244	181,244	24,655.74	15,972.30	.00	156,588.26	13.6%
1900II 51470 Salaries - Stipends	6,120	6,120	729.68	470.76	.00	5,390.32	11.9%
1900II 61160 Transf. to IMRF Fund	10,905	10,905	1,805.85	929.59	.00	9,099.15	16.6%
1900II 61170 Transf. to SSI Fund	14,334	14,334	2,361.91	1,221.88	.00	11,972.09	16.5%
1900II 61230 Transf. to HealthCare	55,485	55,485	14,407.56	10,094.83	.00	41,077.44	26.0%
1900II 62000 Office supplies	6,000	6,000	661.38	359.53	.00	5,338.62	11.0%
1900II 62030 Dues	1,000	1,000	.00	.00	.00	1,000.00	.0%
1900II 62040 Conferences	11,940	11,940	1,875.00	135.00	.00	10,065.00	15.7%
1900II 62090 Legal Publications	1,500	1,500	.00	.00	.00	1,500.00	.0%
1900II 62150 Contractual Services	152,592	152,592	300.00	.00	.00	152,292.00	.2%
1900II 63510 Electric	2,750	2,750	454.72	387.90	.00	2,295.28	16.5%
1900II 65490 Auditing & Accounting	9,500	9,500	.00	.00	.00	9,500.00	.0%
1900II 68000 Liability Insurance P	81,577	81,577	9,920.00	.00	.00	71,657.00	12.2%
1900II 68340 Farm Lease Contract	1,750	1,750	.00	.00	.00	1,750.00	.0%
1900II 68430 Marketing / Publicity	1,000	1,000	344.99	59.99	.00	655.01	34.5%
1900II 68440 Newsletter	450	450	.00	.00	.00	450.00	.0%
1900II 68500 Project Fund Expenses	5,000	5,000	.00	.00	.00	5,000.00	.0%
1900II 68540 Contributions	2,600	2,600	48.00	48.00	.00	2,552.00	1.8%
1900II 68560 Credit Card Fee	14,000	14,000	1,862.23	1,046.05	.00	12,137.77	13.3%
1900II 69790 Contingency	3,699	3,699	.00	.00	.00	3,699.00	.0%
TOTAL Forest Preserve	-469,393	-469,393	28,730.38	24,412.37	.00	-498,123.38	-6.1%
1900II 60 Ellis House							
1900II 60 51390 Salaries - Full Tim	10,974	10,974	1,308.35	844.10	.00	9,665.65	11.9%
1900II 60 62000 Office supplies	750	750	174.08	105.17	.00	575.92	23.2%
1900II 60 62270 Utilities	5,000	5,000	1,872.97	770.92	.00	3,127.03	37.5%

## YEAR-TO-DATE BUDGET REPORT

FOR 2024 02

ACCOUNTS FOR:	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
1900 Forest Preserve							
19001160 63050 Employer Contr. SSI	1,476	1,476	226.41	113.70	.00	1,249.59	15.3%
19001160 68580 Grounds and Mainten	4,250	4,250	363.28	272.83	.00	3,886.72	8.5%
TOTAL Ellis House	22,450	22,450	3,945.09	2,106.72	.00	18,504.91	17.6%
<b>19001161 Ellis Barn</b>							
19001161 51160 Salaries - Part Tim	0	0	56.00	.00	.00	-56.00	100.0%*
19001161 51390 Salaries - Full Tim	10,974	10,974	1,308.39	844.12	.00	9,665.61	11.9%
19001161 62270 Utilities	5,000	5,000	770.91	770.91	.00	4,229.09	15.4%
19001161 63050 Employer Contr. SSI	1,476	1,476	230.70	113.71	.00	1,245.30	15.6%
19001161 68580 Grounds and Mainten	3,200	3,200	186.93	186.93	.00	3,013.07	5.8%
TOTAL Ellis Barn	20,650	20,650	2,552.93	1,915.67	.00	18,097.07	12.4%
<b>19001162 Ellis Grounds</b>							
19001162 42250 Revenue	-27,997	-27,997	-1,552.09	.00	.00	-26,444.91	5.5%*
19001162 51390 Salaries - Full Tim	21,947	21,947	2,616.74	1,688.22	.00	19,330.26	11.9%
19001162 63050 Employer Contr. SSI	3,100	3,100	452.83	227.40	.00	2,647.17	14.6%
19001162 68580 Grounds and Mainten	6,400	6,400	320.63	206.89	.00	6,079.37	5.0%
TOTAL Ellis Grounds	3,450	3,450	1,838.11	2,122.51	.00	1,611.89	53.3%
<b>19001163 Ellis Camps</b>							
19001163 42250 Revenue	-13,750	-13,750	-1,796.00	-1,796.00	.00	-11,954.00	13.1%*
19001163 51160 Salaries - Part Tim	3,790	3,790	747.50	474.50	.00	3,042.50	19.7%
19001163 63030 Program Supplies	450	450	.00	.00	.00	450.00	.0%
19001163 63050 Employer Contr. SSI	350	350	74.89	37.96	.00	275.11	21.4%
TOTAL Ellis Camps	-9,160	-9,160	-973.61	-1,283.54	.00	-8,186.39	10.6%
<b>19001164 Ellis Riding Lesstons</b>							
19001164 42250 Revenue	-63,800	-63,800	-6,863.00	-5,109.00	.00	-56,937.00	10.8%*

# Kendall County



## YEAR-TO-DATE BUDGET REPORT

FOR 2024 02

ACCOUNTS FOR:	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
1900 Forest Preserve							
19001164 42860 Donations	-1	-1	.00	.00	.00	-1.00	.0%*
19001164 51160 Salaries - Part Tim	45,900	45,900	4,439.68	2,921.90	.00	41,460.32	9.7%
19001164 63000 Animal Care & Suppl	12,000	12,000	1,157.98	1,157.98	.00	10,842.02	9.6%
19001164 63010 Horse Acquisition &	2,500	2,500	.00	.00	.00	2,500.00	.0%
19001164 63020 Vet & Farrier	9,000	9,000	480.00	.00	.00	8,520.00	5.3%
19001164 63050 Employer Contr. SSI	5,500	5,500	611.92	263.45	.00	4,888.08	11.1%
<b>TOTAL Ellis Riding Lessons</b>	<b>11,099</b>	<b>11,099</b>	<b>-173.42</b>	<b>-765.67</b>	<b>.00</b>	<b>11,272.42</b>	<b>-1.6%</b>
<b>19001165 Ellis Birthday Parties</b>							
19001165 42250 Revenue	-6,000	-6,000	-1,234.00	-885.00	.00	-4,766.00	20.6%*
19001165 51160 Salaries - Part Tim	7,750	7,750	421.29	280.56	.00	7,328.71	5.4%
19001165 63030 Program Supplies	450	450	227.40	227.40	.00	222.60	50.5%
19001165 63050 Employer Contr. SSI	872	872	74.68	37.79	.00	797.32	8.6%
<b>TOTAL Ellis Birthday Parties</b>	<b>3,072</b>	<b>3,072</b>	<b>-510.63</b>	<b>-339.25</b>	<b>.00</b>	<b>3,582.63</b>	<b>-16.6%</b>
<b>19001166 Ellis Public Programs</b>							
19001166 42250 Revenue	-3,000	-3,000	-100.00	-100.00	.00	-2,900.00	3.3%*
19001166 51160 Salaries - Part Tim	2,000	2,000	28.26	13.32	.00	1,971.74	1.4%
19001166 63050 Employer Contr. SSI	200	200	3.82	1.80	.00	196.18	1.9%
19001166 68570 Volunteer Expense	150	150	.00	.00	.00	150.00	.0%
<b>TOTAL Ellis Public Programs</b>	<b>-650</b>	<b>-650</b>	<b>-67.92</b>	<b>-84.88</b>	<b>.00</b>	<b>-582.08</b>	<b>10.4%</b>
<b>19001167 Ellis Sunrise Center</b>							
19001167 42250 Revenue	-13,760	-13,760	-3,469.75	-1,150.00	.00	-10,290.25	25.2%*
19001167 51160 Salaries - Part Tim	22,000	22,000	2,823.80	1,753.19	.00	19,176.20	12.8%
19001167 63000 Animal Care & Suppl	3,000	3,000	.00	.00	.00	3,000.00	.0%
19001167 63020 Vet & Farrier	500	500	.00	.00	.00	500.00	.0%
19001167 63050 Employer Contr. SSI	2,200	2,200	379.36	179.52	.00	1,820.64	17.2%
<b>TOTAL Ellis Sunrise Center</b>	<b>13,940</b>	<b>13,940</b>	<b>-266.59</b>	<b>782.71</b>	<b>.00</b>	<b>14,206.59</b>	<b>-1.9%</b>
<b>19001168 Ellis weddings</b>							
19001168 42250 Revenue	-4,500	-4,500	-300.00	-150.00	.00	-4,200.00	6.7%*

# Kendall County



## YEAR-TO-DATE BUDGET REPORT

FOR 2024 02

ACCOUNTS FOR:	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
1900 Forest Preserve							
19001168 43450 Security Deposit Re	-5,000	-5,000	.00	.00	.00	-5,000.00	.0%*
19001168 51160 Salaries - Part Tim	5,750	750	.00	.00	.00	750.00	.0%
19001168 63040 Security Deposit Re	5,000	5,000	.00	.00	.00	5,000.00	.0%
19001168 63050 Employer Contr. SSI	100	100	.00	.00	.00	100.00	.0%
19001168 63070 Refuse Pickup	1,700	1,700	.00	.00	.00	1,700.00	.0%
<b>TOTAL Ellis weddings</b>	<b>-1,950</b>	<b>-1,950</b>	<b>-300.00</b>	<b>-150.00</b>	<b>.00</b>	<b>-1,650.00</b>	<b>15.4%</b>
<b>19001169 Ellis Other Rentals</b>							
19001169 42250 Revenue	-3,400	-3,400	.00	.00	.00	-3,400.00	.0%*
19001169 43450 Security Deposit Re	-1,000	-1,000	.00	.00	.00	-1,000.00	.0%*
19001169 51160 Salaries - Part Tim	750	750	.00	.00	.00	750.00	.0%
19001169 63040 Security Deposit Re	1,000	1,000	.00	.00	.00	1,000.00	.0%
19001169 63050 Employer Contr. SSI	100	100	.00	.00	.00	100.00	.0%
<b>TOTAL Ellis Other Rentals</b>	<b>-2,550</b>	<b>-2,550</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>-2,550.00</b>	<b>.0%</b>
<b>19001171 Hoover</b>							
19001171 42250 Revenue	-5,900	-5,900	.00	.00	.00	-5,900.00	.0%*
19001171 51160 Salaries - Part Tim	25,025	25,025	1,628.83	964.08	.00	23,396.17	6.5%
19001171 51390 Salaries - Full Tim	4,452	47,452	5,506.60	1,400.00	.00	41,945.40	11.6%
19001171 62270 Utilities	4,600	4,600	285.00	.00	.00	4,315.00	6.2%
19001171 63040 Security Deposit Re	13,500	13,500	1,865.00	1,065.00	.00	11,635.00	13.8%
19001171 63050 Employer Contr. SSI	9,536	9,536	1,192.11	285.07	.00	8,343.89	12.5%
19001171 63060 ER Contr Health/Den	13,875	13,875	1,392.11	377.40	.00	13,118.39	5.5%
19001171 63090 Natural Gas	9,500	9,500	817.21	817.21	.00	8,682.79	8.6%
19001171 63100 Electric	15,000	15,000	2,045.39	2,045.39	.00	12,954.61	13.6%
19001171 63110 Shop Supplies	3,250	3,250	1,031.97	116.63	.00	2,218.03	31.8%
19001171 63120 Building Maintenanc	7,000	7,000	790.12	8.47	.00	6,209.88	11.3%
19001171 66500 Miscellaneous Expen	1,400	1,400	.00	.00	.00	1,400.00	.0%
19001171 68580 Grounds and Mainten	5,000	5,000	635.68	.00	.00	4,364.32	12.7%
<b>TOTAL Hoover</b>	<b>149,238</b>	<b>149,238</b>	<b>16,554.52</b>	<b>7,079.25</b>	<b>.00</b>	<b>132,683.48</b>	<b>11.1%</b>
<b>19001172 Hoover Bunkhouse</b>							
19001172 42250 Revenue	-34,000	-34,000	-4,455.00	-1,975.00	.00	-29,545.00	13.1%*

# Kendall County



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FOR 2024 02

ACCOUNTS FOR:	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
1900 Forest Preserve							
19001172 43450 Security Deposit Re	-5,300	-5,300	-800.00	-400.00	.00	-4,500.00	15.1%*
19001172 51160 Salaries - Part Tim	12,513	12,513	814.45	482.06	.00	11,698.55	6.5%
19001172 51390 Salaries - Full Tim	23,726	23,726	2,753.30	700.00	.00	20,972.70	11.6%
19001172 63050 Employer Contr. SSI	4,768	4,768	596.06	142.54	.00	4,171.94	12.5%
19001172 63060 ER Contr Health/Den	6,937	6,937	378.30	188.70	.00	6,558.70	5.5%
<b>TOTAL Hoover Bunkhouse</b>	<b>8,644</b>	<b>8,644</b>	<b>-712.89</b>	<b>-861.70</b>	<b>.00</b>	<b>9,356.89</b>	<b>-8.2%</b>
19001173 Hoover Campsite							
19001173 42250 Revenue	-6,000	-6,000	-160.00	-160.00	.00	-5,840.00	2.7%*
19001173 51160 Salaries - Part Tim	6,256	6,256	407.21	241.03	.00	5,848.79	6.5%
19001173 51390 Salaries - Full Tim	11,863	11,863	1,376.66	350.00	.00	10,486.34	11.6%
19001173 63050 Employer Contr. SSI	2,384	2,384	298.02	71.27	.00	2,085.98	12.5%
19001173 63060 ER Contr Health/Den	3,469	3,469	189.15	94.35	.00	3,279.85	5.5%
<b>TOTAL Hoover Campsite</b>	<b>17,972</b>	<b>17,972</b>	<b>2,111.04</b>	<b>596.65</b>	<b>.00</b>	<b>15,860.96</b>	<b>11.7%</b>
19001174 Hoover Meadowhawk Lodge							
19001174 42250 Revenue	-38,000	-38,000	-8,640.00	-5,255.00	.00	-29,360.00	22.7%*
19001174 43450 Security Deposit Re	-8,200	-8,200	-1,492.50	-1,125.00	.00	-6,707.50	18.2%*
19001174 51160 Salaries - Part Tim	6,256	6,256	1,103.61	589.03	.00	5,152.39	17.6%
19001174 51390 Salaries - Full Tim	18,112	18,112	1,199.26	350.00	.00	16,912.74	6.6%
19001174 63050 Employer Contr. SSI	2,863	2,863	340.48	97.89	.00	2,522.52	11.9%
19001174 63060 ER Contr Health/Den	3,469	3,469	189.15	94.35	.00	3,279.85	5.5%
<b>TOTAL Hoover Meadowhawk Lodge</b>	<b>-15,500</b>	<b>-15,500</b>	<b>-7,300.00</b>	<b>-5,248.73</b>	<b>.00</b>	<b>-8,200.00</b>	<b>47.1%</b>
19001176 Environmental Education School							
19001176 42250 Revenue	-20,000	-20,000	-2,656.00	-616.00	.00	-17,344.00	13.3%*
19001176 51160 Salaries - Part Tim	14,000	14,000	719.57	457.00	.00	13,280.43	5.1%
19001176 51390 Salaries - Full Tim	2,723	2,723	635.29	409.86	.00	2,087.71	23.3%
19001176 63030 Program Supplies	700	700	.00	.00	.00	700.00	.0%
19001176 63050 Employer Contr. SSI	1,681	1,681	220.00	116.76	.00	1,461.00	13.1%
<b>TOTAL Environmental Education Sch</b>	<b>-896</b>	<b>-896</b>	<b>-1,081.14</b>	<b>367.62</b>	<b>.00</b>	<b>185.14</b>	<b>120.7%</b>
19001177 Environmental Education Camps							



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FOR 2024 02

ACCOUNTS FOR:	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
1900 Forest Preserve							
19001177 42250 Revenue	-39,500	-39,500	-26,930.00	-25,330.00	.00	-12,570.00	68.2%*
19001177 51160 Salaries - Part Tim	28,000	28,000	1,541.65	994.86	.00	26,458.35	5.5%
19001177 51390 Salaries - Full Tim	6,535	6,535	84.66	.00	.00	6,450.34	1.3%
19001177 63030 Program Supplies	1,500	1,500	.00	.00	.00	1,500.00	.0%
19001177 63040 Security Deposit Re	500	500	.00	.00	.00	500.00	.0%
19001177 63050 Employer Contr. SSI	3,447	3,447	287.89	134.01	.00	3,159.11	8.4%
TOTAL Environmental Education Cam	482	482	-25,015.80	-24,201.13	.00	25,497.80	-5190.0%
19001178 Environmental Educ. Natrl Beg.							
19001178 42250 Revenue	-145,000	-145,000	-48,675.00	-45,920.00	.00	-96,325.00	33.6%*
19001178 42860 Donations	-1,500	-1,500	.00	.00	.00	-1,500.00	.0%*
19001178 51160 Salaries - Part Tim	79,150	79,150	7,933.50	3,874.50	.00	71,216.50	10.0%
19001178 51390 Salaries - Full Tim	45,476	45,476	8,050.65	5,233.80	.00	37,425.35	17.7%
19001178 63030 Program Supplies	4,000	4,000	386.08	341.10	.00	3,613.92	9.7%
19001178 63040 Security Deposit Re	2,200	2,200	880.00	880.00	.00	1,320.00	40.0%
19001178 63050 Employer Contr. SSI	16,335	16,335	2,718.65	1,192.31	.00	13,616.35	16.6%
TOTAL Environmental Educ. Natrl B	661	661	-28,706.12	-34,398.29	.00	29,367.12	-4342.8%
19001179 Environ. Educ. Other Pb1c Prg							
19001179 42250 Revenue	-20,000	-20,000	-168.00	-168.00	.00	-19,832.00	.8%*
19001179 51160 Salaries - Part Tim	12,000	12,000	922.31	445.21	.00	11,077.69	7.7%
19001179 51390 Salaries - Full Tim	2,723	2,723	625.21	409.86	.00	2,097.79	23.0%
19001179 63030 Program Supplies	750	750	9.65	.00	.00	740.35	1.3%
19001179 63040 Security Deposit Re	500	500	.00	.00	.00	500.00	.0%
19001179 63050 Employer Contr. SSI	1,471	1,471	241.74	115.18	.00	1,229.26	16.4%
TOTAL Environ. Educ. Other Pb1c P	-2,556	-2,556	1,630.91	802.25	.00	-4,186.91	-63.8%
19001180 Environ. Educ. Laws of Nature							
19001180 51160 Salaries - Part Tim	4,265	4,265	474.16	168.99	.00	3,790.84	11.1%
19001180 63030 Program Supplies	600	600	.00	.00	.00	600.00	.0%
19001180 63050 Employer Contr. SSI	449	449	56.97	21.02	.00	392.03	12.7%

# Kendall County



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FOR 2024 02

ACCOUNTS FOR:	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
1900 Forest Preserve							
TOTAL Environ. Educ. Laws of Natu	5,314	5,314	531.13	190.01	.00	4,782.87	10.0%
<b>19001183 Grounds and Natural Resources</b>							
19001183 42250 Revenue	-37,500	-37,500	-150.00	.00	.00	-37,350.00	.4%*
19001183 42860 Donations	-1,000	-1,000	.00	.00	.00	-1,000.00	.0%*
19001183 42900 Picnic Fees and She	-8,000	-8,000	-25.00	.00	.00	-7,975.00	.3%*
19001183 51160 Salaries - Part Tim	50,875	50,875	1,855.00	1,101.00	.00	49,020.00	3.6%
19001183 51390 Salaries - Full Tim	112,794	112,794	7,769.00	5,012.26	.00	105,025.00	6.9%
19001183 62160 Equipment	25,000	25,000	2,073.90	1,685.99	.00	22,926.10	8.3%
19001183 62180 Gasoline / Fuel / O	20,000	20,000	617.65	.00	.00	19,382.35	3.1%
19001183 62400 Uniforms / Clothing	2,500	2,500	.00	.00	.00	2,500.00	.0%
19001183 63040 Security Deposit Re	160	160	.00	.00	.00	160.00	.0%
19001183 63050 Employer Contr. SSI	20,471	20,471	1,609.73	759.38	.00	18,861.27	7.9%
19001183 63060 ER Contr Health/Den	27,749	27,749	6,844.60	5,039.15	.00	20,904.40	24.7%
19001183 63070 Refuse Pickup	8,500	8,500	166.34	166.34	.00	8,333.66	2.0%
19001183 63090 Natural Gas	5,250	5,250	375.57	375.57	.00	4,874.43	7.2%
19001183 63110 Shop Supplies	9,000	9,000	82.72	71.73	.00	8,917.28	.9%
19001183 63540 Telephones	8,000	8,000	610.62	610.62	.00	7,389.38	7.6%
19001183 68530 Preserve Improvemen	10,000	10,000	1,027.75	1,027.75	.00	8,972.25	10.3%
TOTAL Grounds and Natural Resourc	253,799	253,799	22,857.88	16,442.44	.00	230,941.12	9.0%
<b>19001184 Pickerill - Pigott</b>							
19001184 42250 Revenue	-14,000	-14,000	.00	.00	.00	-14,000.00	.0%*
19001184 42900 Picnic Fees and She	-180	-180	.00	.00	.00	-180.00	.0%*
19001184 43450 Security Deposit Re	-5,000	-5,000	.00	.00	.00	-5,000.00	.0%*
19001184 51160 Salaries - Part Tim	3,125	3,125	9.50	9.50	.00	3,115.50	.3%
19001184 63040 Security Deposit Re	5,000	5,000	.00	.00	.00	5,000.00	.0%
19001184 63050 Employer Contr. SSI	239	239	.73	.73	.00	238.27	.3%
19001184 63100 Electric	2,700	2,700	-234.56	79.34	.00	2,934.56	-8.7%
TOTAL Pickerill - Pigott	-8,116	-8,116	-224.33	89.57	.00	-7,891.67	2.8%
TOTAL Forest Preserve	0	0	15,419.54	-10,425.42	.00	-15,419.54	100.0%
TOTAL REVENUES	-1,569,627	-1,569,627	-140,163.02	-96,477.46	.00	-1,429,463.98	
TOTAL EXPENSES	1,569,627	1,569,627	155,582.56	86,052.04	.00	1,414,044.44	
PRIOR FUND BALANCE				634,626.46			
CHANGE IN FUND BALANCE - NET OF REVENUES/EXPENSES				-15,419.54			
REVISED FUND BALANCE				619,206.92			



YEAR-TO-DATE BUDGET REPORT

FOR 2024 02

ACCOUNTS FOR:	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
1902 FP Debt Service 2012							
11 Forest Preserve Director							
190211 FP Debt Service 2012							
190211 41350 Interest Income	0	0	-4.66	-2.33	.00	4.66	100.0%
TOTAL FP Debt Service 2012	0	0	-4.66	-2.33	.00	4.66	100.0%
TOTAL FP Debt service 2012	0	0	-4.66	-2.33	.00	4.66	100.0%
TOTAL REVENUES	0	0	-4.66	-2.33	.00	4.66	
PRIOR FUND BALANCE				1,077.24			
CHANGE IN FUND BALANCE - NET OF REVENUES/EXPENSES				4.66			
REVISED FUND BALANCE				1,081.90			

## YEAR-TO-DATE BUDGET REPORT

FOR 2024 02

ACCOUNTS FOR:	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
1903 FP Debt Service 2015/2016/2017							
<b>11 Forest Preserve Director</b>							
<b>190311 FP Debt Service 2015/2016/2017</b>							
190311 41010 Current Property Tax	-5,710,248	-5,710,248	.00	.00	.00	-5,710,248.00	.0%*
190311 41350 Interest Income	-55,386	-55,386	-13,907.41	-2,132.30	.00	-41,478.59	25.1%*
190311 61420 Trnsf. to FP Capital	81,467	81,467	.00	.00	.00	81,467.00	.0%
190311 66500 Miscellaneous Expense	475	475	.00	.00	.00	475.00	.0%
190311 68640 Fiscal Agent Fee	1,900	1,900	.00	.00	.00	1,900.00	.0%
190311 68710 Dbt Srv 2015 Interest	351,690	351,690	176,160.00	.00	.00	175,530.00	50.1%
190311 68720 Dbt Srv 2015 Principa	45,000	45,000	45,000.00	.00	.00	.00	100.0%
190311 68730 Dbt Srv 2016 Interest	278,788	278,788	141,693.75	.00	.00	137,094.25	50.8%
190311 68740 Dbt Srv 2016 Principa	230,000	230,000	230,000.00	.00	.00	.00	100.0%
190311 68750 Dbt Srv 2017 Interest	104,375	104,375	104,375.00	.00	.00	.00	100.0%
190311 68760 Dbt Srv 2017 Principa	4,175,000	4,175,000	4,175,000.00	.00	.00	.00	100.0%
TOTAL FP Debt Service 2015/2016/2	-496,939	-496,939	4,858,321.34	-2,132.30	.00	-5,355,260.34	-977.6%
TOTAL FP Debt Service 2015/2016/2	-496,939	-496,939	4,858,321.34	-2,132.30	.00	-5,355,260.34	-977.6%
TOTAL REVENUES	-5,765,634	-5,765,634	-13,907.41	-2,132.30	.00	-5,751,726.59	
TOTAL EXPENSES	5,268,695	5,268,695	4,872,228.75	.00	.00	396,466.25	
PRIOR FUND BALANCE			5,849,640.18				
CHANGE IN FUND BALANCE			-4,858,321.34				
REVISED FUND BALANCE			991,318.84				

## YEAR-TO-DATE BUDGET REPORT

FOR 2024 02

ACCOUNTS FOR:	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
1904 FP Restricted Subat Fund							
<b>11 Forest Preserve Director</b>							
<b>190411 FP Restricted Subat Fund</b>							
190411 40500 Trn fr Pick-pigt IDNR	-300,000	-300,000	.00	.00	.00	-300,000.00	.0%*
190411 41350 Interest Income	-30,000	-30,000	-7,816.70	-3,891.77	.00	-22,183.30	26.1%*
190411 41720 Donations - Hughes Es	-160,000	-160,000	-10,000.00	-10,000.00	.00	-150,000.00	6.3%*
190411 42970 Grant Award	-300,000	-300,000	.00	.00	.00	-300,000.00	.0%*
190411 61390 Trans to Pickerrill-pi	300,000	300,000	.00	.00	.00	300,000.00	.0%
190411 62150 Contractual Services	170,550	170,550	2,098.20	2,098.20	.00	168,451.80	1.2%
190411 70330 Construction	1,304,080	1,304,080	.00	.00	.00	1,304,080.00	.0%
TOTAL FP Restricted Subat Fund	984,630	984,630	-15,718.50	-11,793.57	.00	1,000,348.50	-1.6%
TOTAL FP Restricted Subat Fund	984,630	984,630	-15,718.50	-11,793.57	.00	1,000,348.50	-1.6%
TOTAL REVENUES	-790,000	-790,000	-17,816.70	-13,891.77	.00	-772,183.30	
TOTAL EXPENSES	1,774,630	1,774,630	2,098.20	2,098.20	.00	1,772,531.80	
PRIOR FUND BALANCE			846,055.65				
CHANGE IN FUND BALANCE - NET OF REVENUES/EXPENSES			15,718.50				
REVISED FUND BALANCE			861,774.15				

# Kendall County



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ACCOUNTS FOR:	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
1905 OSLAD Grant							
<b>II Forest Preserve Director</b>							
<b>190511 OSLAD Outdoor Rec. Acq.</b>							
190511 40500 Trn fr Pick-pigt IDNR	-504,842	-504,842	.00	.00	.00	-504,842.00	.0%*
190511 42970 Grant Award	-504,842	-504,842	.00	.00	.00	-504,842.00	.0%*
190511 43880 Kendall County Escrow	-336,562	-336,562	.00	.00	.00	-336,562.00	.0%*
190511 61390 Trans to Pickertill-Pi	504,842	504,842	.00	.00	.00	504,842.00	.0%*
190511 70060 Consultants	110,000	110,000	.00	.00	.00	110,000.00	.0%*
190511 70330 Construction	731,404	731,404	.00	.00	.00	731,404.00	.0%*
TOTAL OSLAD Outdoor Rec. Acq.	0	0	.00	.00	.00	.00	.0%
TOTAL OSLAD Grant	0	0	.00	.00	.00	.00	.0%
TOTAL REVENUES	-1,346,246	-1,346,246	.00	.00	.00	-1,346,246.00	
TOTAL EXPENSES	1,346,246	1,346,246	.00	.00	.00	1,346,246.00	
PRIOR FUND BALANCE			.00	.00			
CHANGE IN FUND BALANCE - NET OF REVENUES/EXPENSES			.00	.00			
REVISED FUND BALANCE			.00	.00			

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ACCOUNTS FOR:	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
1907 Forest Preserve Capital Exp.							
11 Forest Preserve Director							
190711 Forest Preserve Capital Exp.							
190711 40510 Transf. frm 2012/16/1	-81,467	-81,467	.00	.00	.00	-81,467.00	.0%*
190711 41350 Interest Income	-6,000	-6,000	-2,245.30	-2,245.30	.00	-1,493.28	75.1%*
190711 42490 Other Revenue	0	0	-550.00	-550.00	.00	550.00	100.0%*
190711 62160 Equipment	200,000	200,000	.00	.00	.00	200,000.00	.0%*
190711 66500 Miscellaneous Expense	30,000	30,000	850.00	850.00	.00	29,150.00	2.8%*
190711 68500 Project Fund Expenses	160,000	160,000	.00	.00	.00	160,000.00	.0%*
TOTAL Forest Preserve Capital Exp	302,533	302,533	-1,945.30	-1,945.30	.00	306,739.72	-1.4%*
TOTAL Forest Preserve Capital Exp	302,533	302,533	-1,945.30	-1,945.30	.00	306,739.72	-1.4%*
TOTAL REVENUES	-87,467	-87,467	-2,795.30	-2,795.30	.00	-82,410.28	
TOTAL EXPENSES	390,000	390,000	850.00	850.00	.00	389,150.00	
PRIOR FUND BALANCE			487,872.81	487,872.81			
CHANGE IN FUND BALANCE - NET OF REVENUES/EXPENSES			4,206.72	4,206.72			
REVISED FUND BALANCE			492,079.53	492,079.53			

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FOR 2024 02

ACCOUNTS FOR:	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
1910 FP Land Cash							
<b>II Forest Preserve Director</b>							
<b>191011 FP Land Cash</b>							
191011 40330 Transf. fr FP Land Ca	-114,757	-114,757	.00	.00	.00	-114,757.00	.00%
191011 42970 Grant Award	-75,000	-75,000	.00	.00	.00	-75,000.00	.00%
191011 67410 Land Acquisition	325,161	325,161	.00	.00	.00	325,161.00	.00%
TOTAL FP Land Cash	135,404	135,404	.00	.00	.00	135,404.00	.00%
TOTAL FP Land Cash	135,404	135,404	.00	.00	.00	135,404.00	.00%
TOTAL REVENUES	-189,757	-189,757	.00	.00	.00	-189,757.00	
TOTAL EXPENSES	325,161	325,161	.00	.00	.00	325,161.00	
PRIOR FUND BALANCE			135,404.75				
CHANGE IN FUND BALANCE - NET OF REVENUES/EXPENSES			.00				
REVISED FUND BALANCE			135,404.75				

YEAR-TO-DATE BUDGET REPORT

FOR 2024 02

ACCOUNTS FOR:	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
1911 FP Liability Insurance Fund							
II Forest Preserve Director							
191111 FP Liability Insurance Fund							
191111 68990 Claims	25,000	25,000	.00	.00	.00	25,000.00	.0%
TOTAL FP Liability Insurance Fund	25,000	25,000	.00	.00	.00	25,000.00	.0%
TOTAL FP Liability Insurance Fund	25,000	25,000	.00	.00	.00	25,000.00	.0%
TOTAL EXPENSES	25,000	25,000	.00	.00	.00	25,000.00	
PRIOR FUND BALANCE				46,300.00			
CHANGE IN FUND BALANCE - NET OF REVENUES/EXPENSES				.00			
REVISED FUND BALANCE				46,300.00			



## YEAR-TO-DATE BUDGET REPORT

FOR 2024 02

ACCOUNTS FOR:	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
1913 Pickerill-Pigott IDNR-PARC							
11 Forest Preserve Director							
191311 Pickerill-Pigott IDNR-PARC							
191311 61360 Transf to FP OSLAD Gr	504,842	504,842	.00	.00	.00	504,842.00	.0%
191311 61570 Trn to Rest Subat 190	300,000	300,000	.00	.00	.00	300,000.00	.0%
TOTAL Pickerill-Pigott IDNR-PARC	804,842	804,842	.00	.00	.00	804,842.00	.0%
TOTAL Pickerill-Pigott IDNR-PARC	804,842	804,842	.00	.00	.00	804,842.00	.0%
TOTAL EXPENSES	804,842	804,842	.00	.00	.00	804,842.00	
PRIOR FUND BALANCE				828,200.00			
CHANGE IN FUND BALANCE - NET OF REVENUES/EXPENSES				.00			
REVISED FUND BALANCE				828,200.00			

YEAR-TO-DATE BUDGET REPORT

FOR 2024 02

ACCOUNTS FOR:	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
1914 FP American Rescue Plan Act							
<b>II Forest Preserve Director</b>							
<b>191411 FP American Rescue Plan Act</b>							
191411 40390 Transfer from ARPA Fu	-100,000	-100,000	.00	.00	.00	-100,000.00	.0%*
191411 51160 Salaries - Part Time	0	0	1,797.75	1,797.75	.00	-2,805.00	100.0%*
191411 51390 Salaries - Full Time	39,028	39,028	3,002.08	3,002.08	.00	34,374.78	11.9%
191411 61160 Transf. to IMRF Fund	2,272	2,272	174.72	174.72	.00	1,925.95	15.2%
191411 63050 Employer Contr. SSI &	2,986	2,986	367.19	367.19	.00	2,268.82	24.0%
191411 63060 Employer Cont HlthDen	13,875	13,875	2,518.70	2,518.70	.00	10,454.45	24.7%
191411 68530 Preserve Improvements	98,139	98,139	.00	.00	.00	98,139.00	.0%
TOTAL FP American Rescue Plan Act	56,300	56,300	7,860.44	7,860.44	.00	44,358.00	21.2%
TOTAL FP American Rescue Plan Act	56,300	56,300	7,860.44	7,860.44	.00	44,358.00	21.2%
TOTAL REVENUES	-100,000	-100,000	.00	.00	.00	-100,000.00	
TOTAL EXPENSES	156,300	156,300	7,860.44	7,860.44	.00	144,358.00	
PRIOR FUND BALANCE			58,263.73	58,263.73			
CHANGE IN FUND BALANCE - NET OF REVENUES/EXPENSES			-11,942.00	-11,942.00			
REVISED FUND BALANCE			46,321.73	46,321.73			

## YEAR-TO-DATE BUDGET REPORT

FOR 2024 02

ACCOUNTS FOR:	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COI
1915 FP Debt Service 2021							
<b>11 Forest Preserve Director</b>							
<b>191511 FP Debt Service 2021</b>							
191511 41010 Current Property Tax	-82,544	-82,544	.00	.00	.00	-82,544.00	.0%*
191511 41350 Interest Income	-100	-100	.00	.00	.00	-100.00	.0%*
191511 66500 Miscellaneous Expense	475	475	.00	.00	.00	475.00	.0%
191511 68640 Fiscal Agent Fee	1,107	1,107	.00	.00	.00	1,107.00	.0%
191511 68790 Dbt SRV 2021 Interest	33,544	33,544	17,271.88	.00	.00	16,272.12	51.5%
191511 68800 Dbt SRV 2021 Principa	50,000	50,000	50,000.00	.00	.00	.00	100.0%
TOTAL FP Debt Service 2021	2,482	2,482	67,271.88	.00	.00	-64,789.88	2710.4%
TOTAL FP Debt Service 2021	2,482	2,482	67,271.88	.00	.00	-64,789.88	2710.4%
TOTAL REVENUES	-82,644	-82,644	.00	.00	.00	-82,644.00	
TOTAL EXPENSES	85,126	85,126	67,271.88	.00	.00	17,854.12	
PRIOR FUND BALANCE			65,335.24				
CHANGE IN FUND BAL - NET OF REVENUES/EXPENSES			-67,271.88				
REVISED FUND BALANCE			-1,936.64				

YEAR-TO-DATE BUDGET REPORT

FOR 2024 02

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
GRAND TOTAL	1,814,252	1,814,252	4,933,024.88	-18,438.48	.00	-3,118,772.88	271.9%

\*\* END OF REPORT - Generated by Jennifer Karales \*\*



**Kendall County Forest Preserve District**  
**Hoover to Fox River Bluffs - Trail Connection**

SCALE: 1" = 150'-0"  
 0 75 150 300 450

February 06, 2024  
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 Project #1220



**Fox River Bluffs**  
**Kendall County Forest Preserve**

Prepared Date: 02/07/2024  
 Project #1230

**Hoover to Fox River Bluffs - Trail Connection**

PROJECT COMPONENTS	QTY	UNIT	COST	EXTENSION
<b>REMOVALS AND SITE PREPARATION</b>				
General Conditions	1	LS	\$ 14,460.00	\$ 14,460.00
Site Preparation, Earthwork, Grading and Removals	1,503	CY	\$ 90.00	\$ 135,270.00
Silt Fence	700	LF	\$ 4.00	\$ 2,800.00
Undercut and PGE	120	CY	\$ 70.00	\$ 8,400.00
Tensar Biaxial BX Geotextile	500	SY	\$ 6.00	\$ 3,000.00
<b>IMPROVEMENTS</b>				
Crushed Limestone Trail	4,509	SY	\$ 28.00	\$ 126,252.00
12" SDR26	40	LF	\$ 160.00	\$ 6,400.00
Metal Flared End Section	4	EA	\$ 800.00	\$ 3,200.00
Rip Rap Culvert Outlet Protection	1	LS	\$ 3,865.00	\$ 3,865.00
Sub-Total				\$ 303,647.00
15% Design and Construction Contingency				\$ 45,547.05
A/E Design and Engineering Fees				\$ 34,919.41
<b>Total Cost</b>				<b>\$ 384,113.46</b>

**By Owner Items**

PROJECT COMPONENTS	QTY	UNIT	COST	EXTENSION
Tree Removals	1	LS	\$ -	\$ -
<b>LANDSCAPE AND RESTORATION</b>				
Lawn Restoration - Topsoil, Seed and Blanket	5,607	SY	\$ -	\$ -
Native Restoration - Topsoil, Seed and Blanket	5,607	SY	\$ -	\$ -

**ALTERNATE: Asphalt Under Bridge**

PROJECT COMPONENTS	QTY	UNIT	COST	EXTENSION
<b>IMPROVEMENTS</b>				
Deduct: Crushed Limestone Trail	-1,672	SY	\$ 28.00	\$ (46,816.00)
Asphalt Paving Trail	1,672	SY	\$ 49.00	\$ 81,928.00
Sub-Total				\$ 35,112.00
15% Design and Construction Contingency				\$ 5,266.80
<b>Total Cost</b>				<b>\$ 40,378.80</b>



Village of Minooka - Kendall County Forest Preserve District 2023 LWCF Proposal - Purchase of Parcels from The Conservation Foundation

Property(ies) to be acquired with grant funds (repeat as necessary, one PIN per column)	
Name of Property	Zavala Parcel
PIN	09-34-300-008 (5.0 +/- acres)
Estimated Value	\$475,000
Current Owner	The Conservation Foundation
Intended for	Minooka - Addition to Aux Sable Springs Park
Location of	Adjacent to Aux Sable Creek south of Holt Road

Property(ies) to be acquired with grant funds (repeat as necessary, one PIN per column)	
Name of Property	
PIN	
Estimated Value	
Current Owner	
Intended for	
Location of	

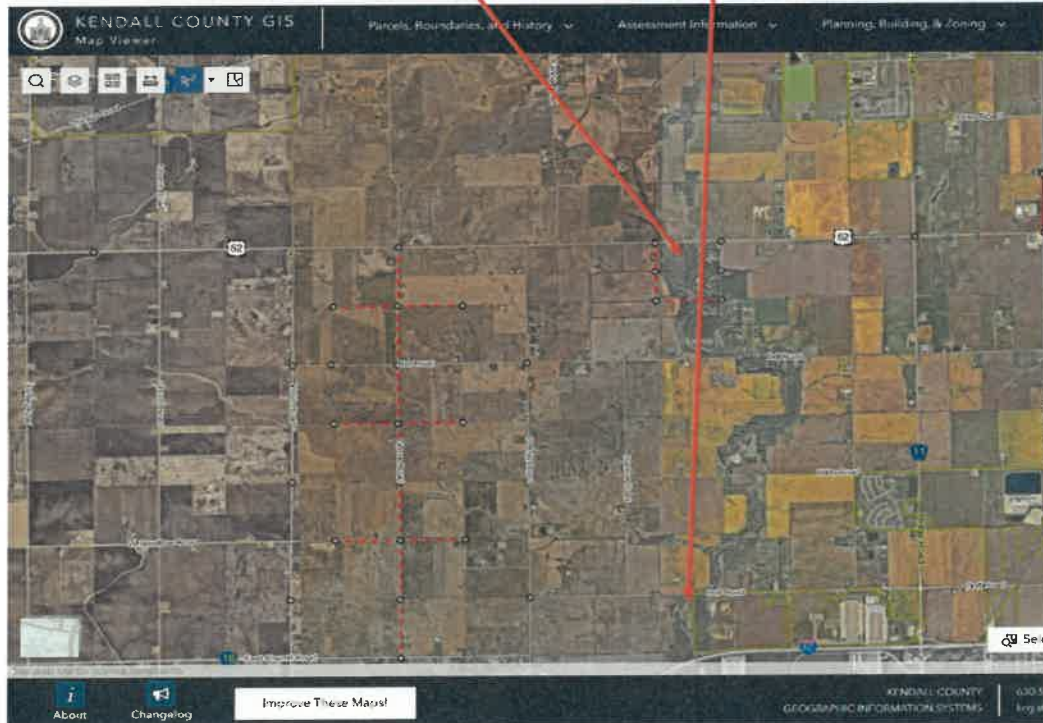
Property(ies) to be used as donation (repeat as necessary, one PIN per column)	
Name of Property	Kovacevich Parcel 1
PIN	09-15-300-022 (32.29 ac.)
Estimated Value	Combined \$384,000 (\$309,000 donated value)
Current Owner	The Conservation Foundation
Intended for	Kendall County Forest Preserve District
Location of	Aux Sable Creek corridor south of Rt. 52

Property(ies) to be used as donation (repeat as necessary, one PIN per column)	
Name of Property	Kovacevich Parcel 2
PIN	09-15-300-025 (4.24 ac)
Estimated Value	Combined \$384,000 (\$309,000 donated value)
Current Owner	The Conservation Foundation
Intended for	Kendall County Forest Preserve District
Location of	Aux Sable Creek Corridor south of Rt. 52 - West of Kovacevich Parcel 1

KOVACEVICH



ZAVALA PARCEL





All applicants must complete Section A and provide a break-down by the applicable budget categories shown in lines 1-17. Line 15 should be used as described above for land acquisition.

Line 18: Show the total budget request for each fiscal year for which funding is requested.

**Please use detail worksheet 15 and narrative section for further descriptions and explanations of budgetary line items**

Section A (continued) Indirect Cost Information: (This information should be completed by the applicant's Business Office). If the applicant is requesting reimbursement for indirect costs on line 17, the applicant's Business Office must select one of the options listed on the Indirect Cost Information page under Section-A.

**SECTION B – BUDGET SUMMARY FOR NON-STATE OF ILLINOIS FUNDS**

The applicant is required to provide cost-sharing or matching funds or other non-State of Illinois resources to the project; therefore, the applicant must provide a revenue breakdown of all Non-State of Illinois funds in lines (b)-(d). the total of "Non-State Funds" should equal the amount budgeted on Line 18 of Section B. Since a match percentage is required, the amount should be entered in this section.

Line 15 should be used for each project year, for which matching funds or other contributions are provided, and show the total contribution for each applicable budget category.

Line 18: Show the total matching or other contribution for each fiscal year.

Page 4 must include handwritten signatures.

**SECTION C – BUDGET WORKSHEET & NARRATIVE – (Attach separate sheets)**

Using Page 20 of the Budget Template #15 "Grant Exclusive Line Item" you will describe this as Land Acquisition. In the itemized breakdown, provide the description and amount for the total requested from the State and the total your organization will be providing as match in the "Non-State Total". Provide a brief narrative as required.

**[Please review cost sharing and matching regulations found in 2 CFR 200.306.]**

If the applicant is requesting reimbursement for indirect costs on line 17, this information should be completed by the applicant's Business Office. Specify the estimated amount of the base to which the indirect cost rate is applied and the total indirect expense. Depending on the grant program to which the applicant is applying and/or the applicant's approved Indirect Cost Rate Agreement, some direct cost budget categories in the applicant's grant application budget may not be included in the base and multiplied by your indirect cost rate. Please indicate which costs are included and which costs are excluded from the base to which the indirect cost rate is applied.

Provide other explanations or comments you deem necessary.

**§200.308 Revision of budget and program plans**

(e) The Federal/State awarding agency may, at its option, restrict the transfer of funds among direct cost categories or programs, functions and activities for Federal/State awards in which the Federal/State share of the project exceeds the Simplified Acquisition Threshold and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent or \$1,000 per detail line item, whichever is greater of the total budget as last approved by the Federal/State awarding agency. The Federal/State awarding agency cannot permit a transfer that would cause any Federal/State appropriation to be used for purposes other than those consistent with the appropriation.

**§ 200.306**

**2 CFR Ch. II (1-1-23 Edition)**

(D) Make returns payable to: Department of Health and Human Services.

(10) Funds, principal, and excess cash returns must be directed to the original Federal agency payment system. The non-Federal entity should review instructions from the original Federal agency payment system. Returns should include the following information:

(i) Payee Account Number (PAN), if the payment originated from PMS, or Agency information to indicate whom to credit the funding if the payment originated from ASAP, NSF, or another Federal agency payment system.

(ii) PMS document number and sub-account(s), if the payment originated from PMS, or relevant account numbers if the payment originated from another Federal agency payment system.

(iii) The reason for the return (*e.g.*, excess cash, funds not spent, interest, part interest part other, etc.)

(11) When returning funds or interest to PMS you must include the following as applicable:

(i) For ACH Returns:

Routing Number: 051036706  
Account number: 303000  
Bank Name and Location: Credit Gateway—ACH Receiver St. Paul, MN

(ii) For Fedwire Returns <sup>1</sup>:

Routing Number: 021030004  
Account number: 75010501  
Bank Name and Location: Federal Reserve Bank Treas NYC/Funds Transfer Division New York, NY

<sup>1</sup> Please note that the organization initiating payment is likely to incur a charge from their Financial Institution for this type of payment.

(iii) For International ACH Returns:

Beneficiary Account: Federal Reserve  
Bank of New York/ITS (FRBNY/ITS)  
Bank: Citibank N.A. (New York)  
Swift Code: CITIUS33  
Account Number: 36838868  
Bank Address: 388 Greenwich Street,  
New York, NY 10013 USA  
Payment Details (Line 70): Agency Locator Code (ALC): 75010501  
Name (abbreviated when possible) and ALC Agency POC

(iv) For recipients that do not have electronic remittance capability, please make check<sup>2</sup> payable to: “The

Department of Health and Human Services.”

Mail Check to Treasury approved lockbox:

HHS Program Support Center, P.O. Box 530231, Atlanta, GA 30353-0231

<sup>2</sup> Please allow 4–6 weeks for processing of a payment by check to be applied to the appropriate PMS account.

(v) Questions can be directed to PMS at 877-614-5533 or [PMSSupport@psc.hhs.gov](mailto:PMSSupport@psc.hhs.gov).

**§ 200.306 Cost sharing or matching.**

(a) Under Federal research proposals, voluntary committed cost sharing is not expected. It cannot be used as a factor during the merit review of applications or proposals, but may be considered if it is both in accordance with Federal awarding agency regulations and specified in a notice of funding opportunity. Criteria for considering voluntary committed cost sharing and any other program policy factors that may be used to determine who may receive a Federal award must be explicitly described in the notice of funding opportunity. See also §§ 200.414 and 200.204 and appendix I to this part.

(b) For all Federal awards, any shared costs or matching funds and all contributions, including cash and third-party in-kind contributions, must be accepted as part of the non-Federal entity's cost sharing or matching when such contributions meet all of the following criteria:

(1) Are verifiable from the non-Federal entity's records;

(2) Are not included as contributions for any other Federal award;

(3) Are necessary and reasonable for accomplishment of project or program objectives;

(4) Are allowable under subpart E of this part;

(5) Are not paid by the Federal Government under another Federal award, except where the Federal statute authorizing a program specifically provides that Federal funds made available for such program can be applied to matching or cost sharing requirements of other Federal programs;

(6) Are provided for in the approved budget when required by the Federal awarding agency; and

(7) Conform to other provisions of this part, as applicable.

(c) Unrecovered indirect costs, including indirect costs on cost sharing or matching may be included as part of cost sharing or matching only with the prior approval of the Federal awarding agency. Unrecovered indirect cost means the difference between the amount charged to the Federal award and the amount which could have been charged to the Federal award under the non-Federal entity's approved negotiated indirect cost rate.

(d) Values for non-Federal entity contributions of services and property must be established in accordance with the cost principles in subpart E of this part. If a Federal awarding agency authorizes the non-Federal entity to donate buildings or land for construction/facilities acquisition projects or long-term use, the value of the donated property for cost sharing or matching must be the lesser of paragraph (d)(1) or (2) of this section.

(1) The value of the remaining life of the property recorded in the non-Federal entity's accounting records at the time of donation.

(2) The current fair market value. However, when there is sufficient justification, the Federal awarding agency may approve the use of the current fair market value of the donated property, even if it exceeds the value described in paragraph (d)(1) of this section at the time of donation.

(e) Volunteer services furnished by third-party professional and technical personnel, consultants, and other skilled and unskilled labor may be counted as cost sharing or matching if the service is an integral and necessary part of an approved project or program. Rates for third-party volunteer services must be consistent with those paid for similar work by the non-Federal entity. In those instances in which the required skills are not found in the non-Federal entity, rates must be consistent with those paid for similar work in the labor market in which the non-Federal entity competes for the kind of services involved. In either case, paid fringe benefits that are reasonable, necessary, allocable, and otherwise allowable may be included in the valuation.

(f) When a third-party organization furnishes the services of an employee, these services must be valued at the employee's regular rate of pay plus an amount of fringe benefits that is reasonable, necessary, allocable, and otherwise allowable, and indirect costs at either the third-party organization's approved federally-negotiated indirect cost rate or, a rate in accordance with § 200.414(d) provided these services employ the same skill(s) for which the employee is normally paid. Where donated services are treated as indirect costs, indirect cost rates will separate the value of the donated services so that reimbursement for the donated services will not be made.

(g) Donated property from third parties may include such items as equipment, office supplies, laboratory supplies, or workshop and classroom supplies. Value assessed to donated property included in the cost sharing or matching share must not exceed the fair market value of the property at the time of the donation.

(h) The method used for determining cost sharing or matching for third-party-donated equipment, buildings and land for which title passes to the non-Federal entity may differ according to the purpose of the Federal award, if paragraph (h)(1) or (2) of this section applies.

(1) If the purpose of the Federal award is to assist the non-Federal entity in the acquisition of equipment, buildings or land, the aggregate value of the donated property may be claimed as cost sharing or matching.

(2) If the purpose of the Federal award is to support activities that require the use of equipment, buildings or land, normally only depreciation charges for equipment and buildings may be made. However, the fair market value of equipment or other capital assets and fair rental charges for land may be allowed, provided that the Federal awarding agency has approved the charges. See also § 200.420.

(i) The value of donated property must be determined in accordance with the usual accounting policies of the non-Federal entity, with the following qualifications:

## § 200.307

## 2 CFR Ch. II (1-1-23 Edition)

(1) The value of donated land and buildings must not exceed its fair market value at the time of donation to the non-Federal entity as established by an independent appraiser (*e.g.*, certified real property appraiser or General Services Administration representative) and certified by a responsible official of the non-Federal entity as required by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) (Uniform Act) except as provided in the implementing regulations at 49 CFR part 24, "Uniform Relocation Assistance And Real Property Acquisition For Federal And Federally-Assisted Programs".

(2) The value of donated equipment must not exceed the fair market value of equipment of the same age and condition at the time of donation.

(3) The value of donated space must not exceed the fair rental value of comparable space as established by an independent appraisal of comparable space and facilities in a privately-owned building in the same locality.

(4) The value of loaned equipment must not exceed its fair rental value.

(j) For third-party in-kind contributions, the fair market value of goods and services must be documented and to the extent feasible supported by the same methods used internally by the non-Federal entity.

(k) For IHEs, see also OMB memorandum M-01-06, dated January 5, 2001, Clarification of OMB A-21 Treatment of Voluntary Uncommitted Cost Sharing and Tuition Remission Costs.

### § 200.307 Program income.

(a) *General.* Non-Federal entities are encouraged to earn income to defray program costs where appropriate.

(b) *Cost of generating program income.* If authorized by Federal regulations or the Federal award, costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the Federal award.

(c) *Governmental revenues.* Taxes, special assessments, levies, fines, and other such revenues raised by a non-Federal entity are not program income unless the revenues are specifically

identified in the Federal award or Federal awarding agency regulations as program income.

(d) *Property.* Proceeds from the sale of real property, equipment, or supplies are not program income; such proceeds will be handled in accordance with the requirements of the Property Standards §§ 200.311, 200.313, and 200.314, or as specifically identified in Federal statutes, regulations, or the terms and conditions of the Federal award.

(e) *Use of program income.* If the Federal awarding agency does not specify in its regulations or the terms and conditions of the Federal award, or give prior approval for how program income is to be used, paragraph (e)(1) of this section must apply. For Federal awards made to IHEs and nonprofit research institutions, if the Federal awarding agency does not specify in its regulations or the terms and conditions of the Federal award how program income is to be used, paragraph (e)(2) of this section must apply. In specifying alternatives to paragraphs (e)(1) and (2) of this section, the Federal awarding agency may distinguish between income earned by the recipient and income earned by subrecipients and between the sources, kinds, or amounts of income. When the Federal awarding agency authorizes the approaches in paragraphs (e)(2) and (3) of this section, program income in excess of any amounts specified must also be deducted from expenditures.

(1) *Deduction.* Ordinarily program income must be deducted from total allowable costs to determine the net allowable costs. Program income must be used for current costs unless the Federal awarding agency authorizes otherwise. Program income that the non-Federal entity did not anticipate at the time of the Federal award must be used to reduce the Federal award and non-Federal entity contributions rather than to increase the funds committed to the project.

(2) *Addition.* With prior approval of the Federal awarding agency (except for IHEs and nonprofit research institutions, as described in this paragraph (e)) program income may be added to

**INTERGOVERNMENTAL AGREEMENT FOR THE DEDICATION OF KENDALL COUNTY TRANSPORTATION ALTERNATIVES PROGRAM (“KC-TAP”) FUNDING AND AUTHORIZATION TO THE KENDALL COUNTY FOREST PRESERVE DISTRICT TO CONSTRUCT THE HOOVER – FOX RIVER BLUFFS FOREST PRESERVES CONNECTING TRAIL (2024)**

**THIS INTERGOVERNMENTAL AGREEMENT** (*“the Agreement”*) is by and between the County of Kendall, a unit of local government of the State of Illinois (*“Kendall County”*) and the Kendall County Forest Preserve District (the *“District/Grantee”*), a unit of local government of the State of Illinois.

**WITNESSETH:**

**WHEREAS**, the Constitution of the State of Illinois of 1970, Article VII, Section 10, provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance and may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

**WHEREAS**, the Grantee and Kendall County (the *“parties”*) are units of local government within the meaning of Article VII, Section 1 of the Illinois Constitution of 1970 who are authorized to enter into intergovernmental agreements pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and

**WHEREAS**, the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, provides that any county may participate in an intergovernmental agreement under this Act notwithstanding the absence of specific authority under the State law to perform the service involved, provided that the unit of local government contracting with the County has authority to perform the service; and

**WHEREAS**, pursuant to the Illinois Highway Code under 605 ILCS 5/9-101 and 605 ILCS 5/4-409, the State, its municipalities and the counties may form cooperative agreements with



each other for the construction, maintenance and improvement of streets, highways and any portions thereof; and

**WHEREAS**, the Illinois Highway Code (605 ILCS 5/1 *et seq.*) and the Illinois Bikeway Act (605 ILCS 30/1 *et seq.*) each encourage the funding and the creation of bicycle paths, multi-use trails and sidewalks along roadways within the State of Illinois; and

**WHEREAS**, on July 17, 2012, the Kendall County Board passed Resolution Number 12-33 entitled “Resolution for the Creation of the Kendall County Transportation Alternatives Program (“KC-TAP”)”, which authorizes Kendall County to provide financial assistance to qualified applicants for the grantee’s construction of multi-use trails and sidewalks in Kendall County, Illinois; and

**WHEREAS**, the District is seeking financial assistance and authorization to construct the Hoover – Fox River Bluffs Trail Connection, which runs along Eldamain Road. Specifically, the District will construct an 8’ multi-use trail traversing through both County-owned parcels and Eldamain Road right of way, and District-owned parcels. The District’s construction project is identified in the attached Exhibit A and shall be referred to herein as “the Project.” It is understood that completion of the Project is dependent on the District securing the necessary capital project funding required to fully complete the proposed connecting trail as described in Exhibit A;

**WHEREAS**, the Kendall County Highway Committee has confirmed the availability of KC-TAP funding to support the project, and the Kendall County Board is approving the commitment and dedication of FY23 residual and FY24 TAP funding in the amount of \$189,000.00 (one-hundred eighty-nine thousand dollars); and

**WHEREAS**, the parties wish to enter into this agreement for the benefit of local pedestrians to provide safe pathways for the residents of the Kendall County; and

**WHEREAS**, pursuant to the terms of this agreement, Kendall County will grant money to the Grantee to partially fund the installation of trail upgrades as shown in the Location Map attached as Exhibit A, which is hereby incorporated by reference; and

**WHEREAS**, it is the understanding of the parties that at all times, including after completion of the Project, Grantee alone will construct, maintain, repair and/or replace the subject improvements, and that Kendall County will have no duties to construct, maintain, repair and/or replace the subject improvements at any time in the future.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants hereafter set forth, the parties agree as follows:

1. The foregoing preambles are hereby incorporated into this Agreement as if fully restated in this paragraph 1;
2. Kendall County's Obligations:
  - a. Kendall County agrees to extend funding in amounts not to exceed twenty-nine thousand from (\$29,000.00) to the District from the Fiscal Year 2023 (December 1, 2022 to November 30, 2023) TAP funding residual, and one hundred and sixty thousand (\$160,000.00) to the District from the Fiscal Year 2024 (December 1, 2023 to November 30, 2024) budgeted TAP funding for the purpose of partially funding the construction costs of the Project;
  - b. The final amount of this Grant, which shall not exceed one hundred eighty-nine thousand (\$189,000.00), will be determined at the time the Grantee submits its final request for reimbursement for the Project;
  - c. The final Grant amount shall not exceed 50% of the funding for said Project. Should the submitted reimbursement request constitute an amount above 50% of



the Project's costs, then Kendall County shall, in its sole discretion, choose to reimburse an amount below one hundred and eighty-nine thousand dollars (\$189,000.00) and equal to 50% of the Project's costs;

- d. Kendall County shall disburse the 50% of the Grant funds under this agreement within sixty (60) days of the submission of Grantee's 50% completion request for reimbursement, with the remaining 50% of the Grant funds disbursed with the Grantee's final report and submission of the necessary supporting documentation supporting the request;
- e. Kendall County shall retain ownership interest for those portions of the Project's trail improvements traversing upon or within County-owned parcels and right of way and/or the subject improvements under this agreement. However, the County will not have any obligations beyond the granting and disbursement of KC-TAP grant funds as described herein for the construction of the trail, nor any future trail maintenance, improvements or repairs on either the County-owned property or District-owned parcels.

3. Grantee's Obligations:

- a. Grantee understands and agrees that only qualified units of local government within Kendall County who have statutory authority to provide lands or facilities for multi-use trails or sidewalk purposes are eligible for assistance under the KC-TAP program and eligible projects must be located within the geographical boundaries of Kendall County, as well as located along a State or County Highway and Grantee herein assures Kendall County that it and its Project qualifies for funding pursuant

to this understanding and pursuant to all other terms of the KC-TAP as set forth in Kendall County Resolution Number 12-33 and Grantee's application;

- b. Grantee shall use the funds set forth in this Agreement to construct the Project at the locations, and pursuant to the specifications, as set forth in the attached Exhibit A and in conformance with all plans and designs previously supplied by Grantee. Grantee understands and agrees that the funds provided by Kendall County pursuant to this Agreement shall not be used for any other purpose ("Improper Purpose") including, but not limited to, future maintenance of the multi-use trails or sidewalks (e.g., sealing, patching or crack filling). In the event that Grantee uses the funds for an improper purpose, Grantee shall immediately reimburse Kendall County the full amount of funds provided to Grantee under this Agreement;
- c. At all times, the Project, shall be completed by the Grantee, who shall exercise complete control and responsibility as described herein. At no time shall Kendall County be deemed to have adopted said Project or its resulting improvements or the responsibility for the ownership, construction, maintenance, care, and demolition of the improvements that are subject to the Project and this Agreement;
- d. Grantee and its consultants, employees, contractors, subcontractors and agents agree to comply with the following state and federal laws and Grantee shall ensure that all of their contracts include provisions incorporating the following:
  - i. The Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.* Grantee agrees to (a) fully comply with all applicable requirements of the Prevailing Wage Act, (b) notify all contractors and subcontractors that the work performed pursuant to this Agreement shall be subject to the

Illinois Prevailing Wage Act, and (c) include all notices required by statute and the Illinois Department of Labor in any contracts. In the event that Grantee fails to comply with the notice requirements set forth in the Illinois Prevailing Wage Act, Grantee shall be solely responsible for any and all penalties, fines and liabilities incurred for Grantee's, contractors' and/or subcontractors' violations of the Prevailing Wage Act.

- ii. The Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 *et seq.*
  - iii. The Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 *et seq.* and the Illinois Drug Free Workplace Act, 30 ILCS 580/1 *et seq.*
  - iv. The Illinois Public Construction Bond Act, 30 ILCS 550/1 *et seq.*
  - v. The Illinois Human Rights Act, Title VI 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.
- e. Grantee shall ensure that Grantee and each contractor and/or subcontractor performing work on the Project shall obtain and continue in force during the term of the Project, all insurance necessary and appropriate and that each contractor and/or subcontractor contracted with to perform work on the Project shall name Kendall County as an Additional Insured on a Primary and Non-Contributory basis with respect to all liability coverage, as well as a waiver of subrogation with respect to the general liability and workers' compensation in favor of Kendall County.

Further, Grantee shall require each contractor and/or subcontractor to provide indemnification and hold harmless guarantees to Kendall County during the construction of this Project;

- f. Grantee shall comply with all competitive bidding and selection requirements necessary for construction and completion of the Project pursuant to applicable state and federal laws. Grantee shall obtain certifications from all contractors and subcontractors who perform work on the Project, which certify the contractors and subcontractors are not barred from performing the work as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or as a result of a violation of 820 ILCS 130/1 *et seq.* (the Illinois Prevailing Wage Act);
- g. It is agreed by the Grantee that the maintenance, both physical and financial of the Project and its resulting improvements will be the responsibility of Grantee, and Grantee alone. Further, Grantee shall be responsible for any future repair or replacement deemed necessary for the Project and its resulting improvements (notwithstanding any agreements with third parties in this regard). Nothing in this Agreement shall be construed as to create a duty or responsibility on behalf of Kendall County to finance, maintain, repair, or replace the subject improvements;
- h. During, and following completion of the Project, Grantee shall defend, with counsel of Kendall County's own choosing, indemnify and hold harmless Kendall County, including Kendall County's past, present and future board members, elected officials, insurers, employees, and agents from and against any and all claims, liabilities, obligations, losses, penalties, fines, damages, and expenses and costs relating thereto, including but not limited to attorneys' fees and other legal

expenses, which Kendall County, its past, present and future board members, elected officials, insurers, employees, and/or agents may hereafter sustain, incur or be required to pay relating to, or arising in any manner out of the use, ownership, construction, maintenance, repair, replacement and/or condition of the subject facilities built during this Project, or claims, liabilities, obligations, losses, penalties, fines, damages, and expenses and costs relating to and arising in any manner out of Grantee and Grantee's Contractors and Subcontractors construction of this Project or Grantee's alleged failure to perform its obligations pursuant to this Agreement. Any attorney representing Kendall County shall be approved by the Kendall County State's Attorney and shall be appointed a Special Assistant State's Attorney, as provided in 55 ILCS 5/3-9005. Kendall County's participation in its defense shall not remove Grantee's duty to indemnify, defend and hold Kendall County harmless, as set forth above. Kendall County does not waive its defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) by reason of this indemnification provision. Indemnification shall survive the termination of this Agreement;

- i. Grantee understands and agrees that construction of the Project must begin within 24 months of signature of this Agreement by the Kendall County Board. If the subject project does not begin construction within 24 months, Grantee will be in default of this Agreement and at that time the Agreement, as well as any obligations of Kendall County, shall immediately cease and be considered null and void with no further obligation upon Kendall County to provide the Grant funding as described above;

- j. Grantee understands that Construction of the Project must be completed and request(s) for reimbursement must be submitted to Kendall County within 60 months after the signature of this Agreement. If Grantee is unable to complete the Project and seek reimbursement within that time, Grantee will be in default of this Agreement and at that time the Agreement, as well as any obligations by Kendall County, shall immediately cease and be considered null and void with no further obligation upon Kendall County to provide the Grant funding as described above;
- k. If Grantee is unable to begin construction of the Project within 24 months after the parties' execution of this Agreement, or is unable to complete the Project and request reimbursement within 60 months after the parties' execution of this agreement, Grantee may submit a request in writing to Kendall County requesting an extension of time to commence or complete the construction, as the case may be. Grantee must file its request for an extension of time with Kendall County on or prior to expiration of the 24-month period in the case of it beginning construction or on or prior to expiration of the 60-month period in the case of completing construction and seeking reimbursement. Requests for extensions shall not be valid if made after the expiration of the above deadlines. Kendall County retains sole discretion whether to approve Grantee's request for an extension of time;
- l. Grantee understands and agrees that prior to Kendall County disbursing the above listed KC-TAP funds as described herein, Grantee must submit 50% and final project costs, along with a written request for reimbursement to the Kendall County Engineer or his designee, who shall then determine the appropriateness of the costs and expenses claimed and determine if all obligations have been met prior to



approving the disbursement of Grant funds. If requested by Kendall County, the Grantee must also submit any and all further documentation to verify completion of the Project, the costs incurred by Grantee and Grantee's compliance with the terms of this Agreement;

- m. Grantee understands and agrees that prior to and as a condition of reimbursement, Grantee shall obtain, and tender to Kendall County, a final waiver of lien for all contractors, subcontractors, and/or suppliers who performed work on or supplied materials to the Project;
  - n. Grantee understands and agrees that it shall submit its request for reimbursement to Kendall County within the same fiscal year that the Project is completed. Failure to timely request reimbursement as outlined in this Agreement will result in Grantee being in default of this Agreement and at that time the Agreement, as well as any obligations by Kendall County, shall immediately cease and be considered null and void with no further obligation upon Kendall County to provide the Grant funding as described above;
  - o. Grantee understands and agrees that reimbursement requests cannot exceed the amount originally awarded by the Kendall County Board and described in Section 2(a);
  - p. Grantee understands and agrees that under no circumstances shall cost overruns be considered nor shall KC-TAP Funds under this Agreement be advanced to the Grantee prior to project completion and submission of a request for reimbursement.
4. It is mutually agreed by Kendall County and Grantee that at no time shall Kendall County be inferred to, or obligated to, have a duty to provide insurance for the subject

improvements or otherwise indemnify and hold harmless Grantee in connection with the use, enjoyment, ownership, maintenance, construction, repair or replacement of the Project improvements and any property where the Project has been completed. Grantee shall maintain general liability insurance coverage for the subject improvements, naming Kendall County as an additional insured and including a subrogation waiver in favor of Kendall County.

5. This Agreement and the rights of the parties hereunder may not be assigned (except by operation of law), and the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto. Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the parties and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of such agreements;
6. Any notice required or permitted to be given pursuant to this Agreement shall be duly given if sent by fax, certified mail, or courier service and received. As such, all notices required or permitted hereunder shall be in writing and may be given by either (a) depositing the same in the United States mail, addressed to the party to be notified, postage prepaid and certified with the return receipt requested, (b) delivering the same in person, or (c) telecopying the same with electronic confirmation of receipt.

*If to the County:* County Engineer  
Kendall County Highway Department  
6780 Route 47  
Yorkville, Illinois 60560

With copy to:  
Kendall County State's Attorney  
807 John Street  
Yorkville, Illinois 60560

*If to the Grantee:* Kendall County Forest Preserve District  
110 W. Madison Street  
Yorkville, IL 60560

Or such address or counsel as any party hereto shall specify in writing pursuant to this Section from time to time;

7. This Agreement shall be interpreted and enforced under the laws of the State of Illinois. Any legal proceeding related to enforcement of this Agreement shall be brought in the Circuit Court of Kendall County, Illinois. In case any provision of this Agreement shall be declared and/or found invalid, illegal or unenforceable by a court of competent jurisdiction, such provision shall, to the extent possible, be modified by the court in such manner as to be valid, legal and enforceable so as to most nearly retain the intent of the parties, and, if such modification is not possible, such provision shall be severed from this Agreement, and in either case the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby;
8. This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement;
9. This Agreement represents the entire agreement between the parties and there are no other promises or conditions in any other agreement whether oral or written. Except as stated herein, this agreement supersedes any other prior written or oral agreements between the parties and may not be further modified except in writing acknowledged by both parties;
10. Nothing contained in this Agreement, nor any act of Kendall County or the Grantee pursuant to this Agreement, shall be deemed or construed by any of the parties hereto or

by third persons, to create any relationship of third-party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving Kendall County and the Grantee. Grantee understands and agrees that Grantee is solely responsible for paying all wages, benefits and any other compensation due and owing to Grantee’s officers, employees, and agents for the performance of services on the Project or as otherwise set forth in the Agreement;

- 11. This Agreement shall be in full force and effect upon signature by both parties and will terminate upon either (a) payout by Kendall County of Grant funds as described herein, or (b) default by Grantee, whichever occurs first. However, the duty to defend and indemnify shall survive the term of this agreement;
- 12. Kendall County and Grantee each hereby warrant and represent that their respective signatures set forth below have been, and are on the date of this Agreement, duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Intergovernmental Agreement to be executed by their duly authorized officers on the above date.

County of Kendall, a unit of local government  
of the State of Illinois

Kendall County Forest Preserve District, a  
unit of local government of the State of  
Illinois

By: \_\_\_\_\_  
Matt Kellogg, Chair, Kendall County

By: \_\_\_\_\_  
Brian DeBolt  
President, Kendall County Forest Preserve  
District Board of Commissioners

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

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

*Attest:*

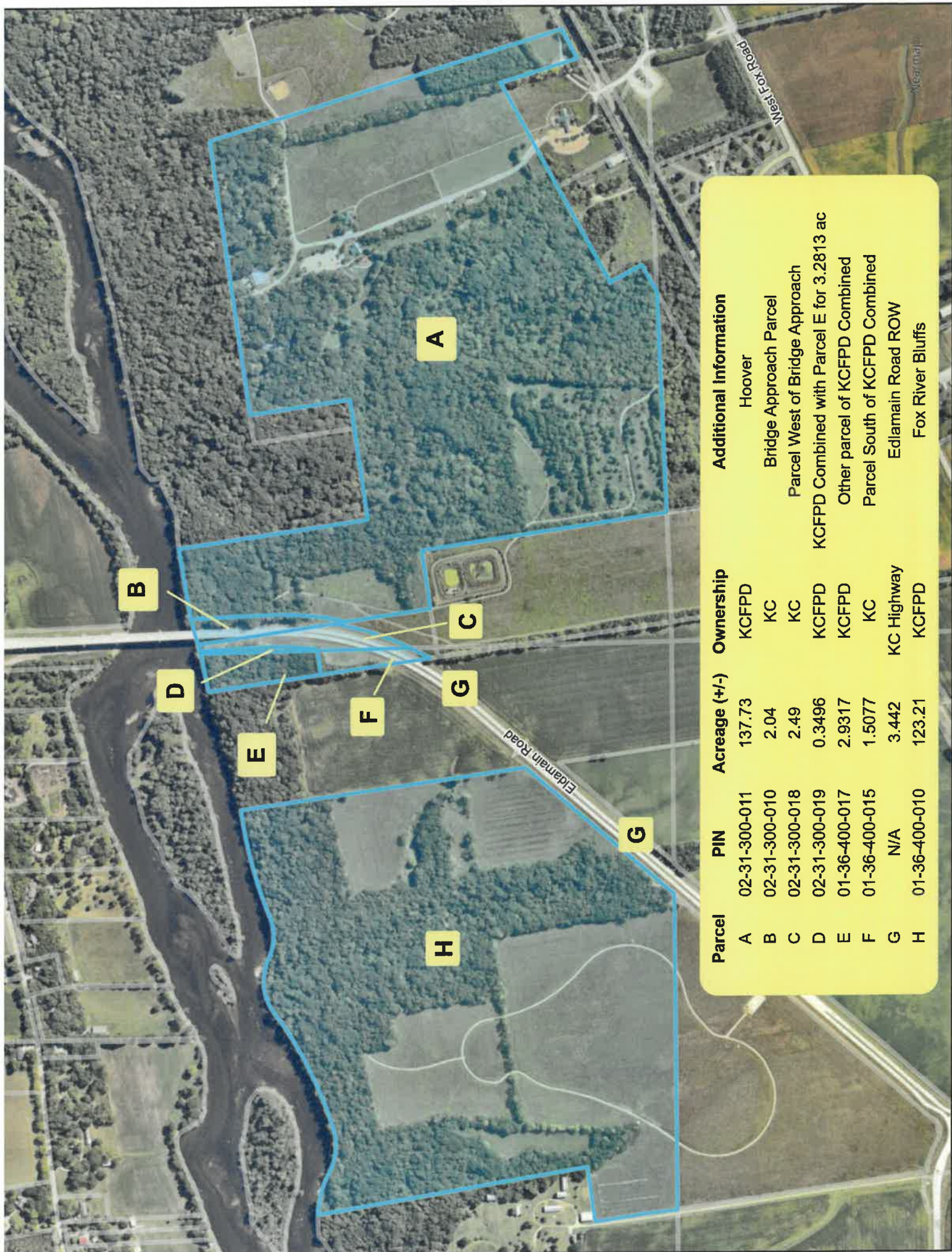
*Attest:*

\_\_\_\_\_  
Debbie Gillette, County Clerk

\_\_\_\_\_  
Seth Wormley, Secretary

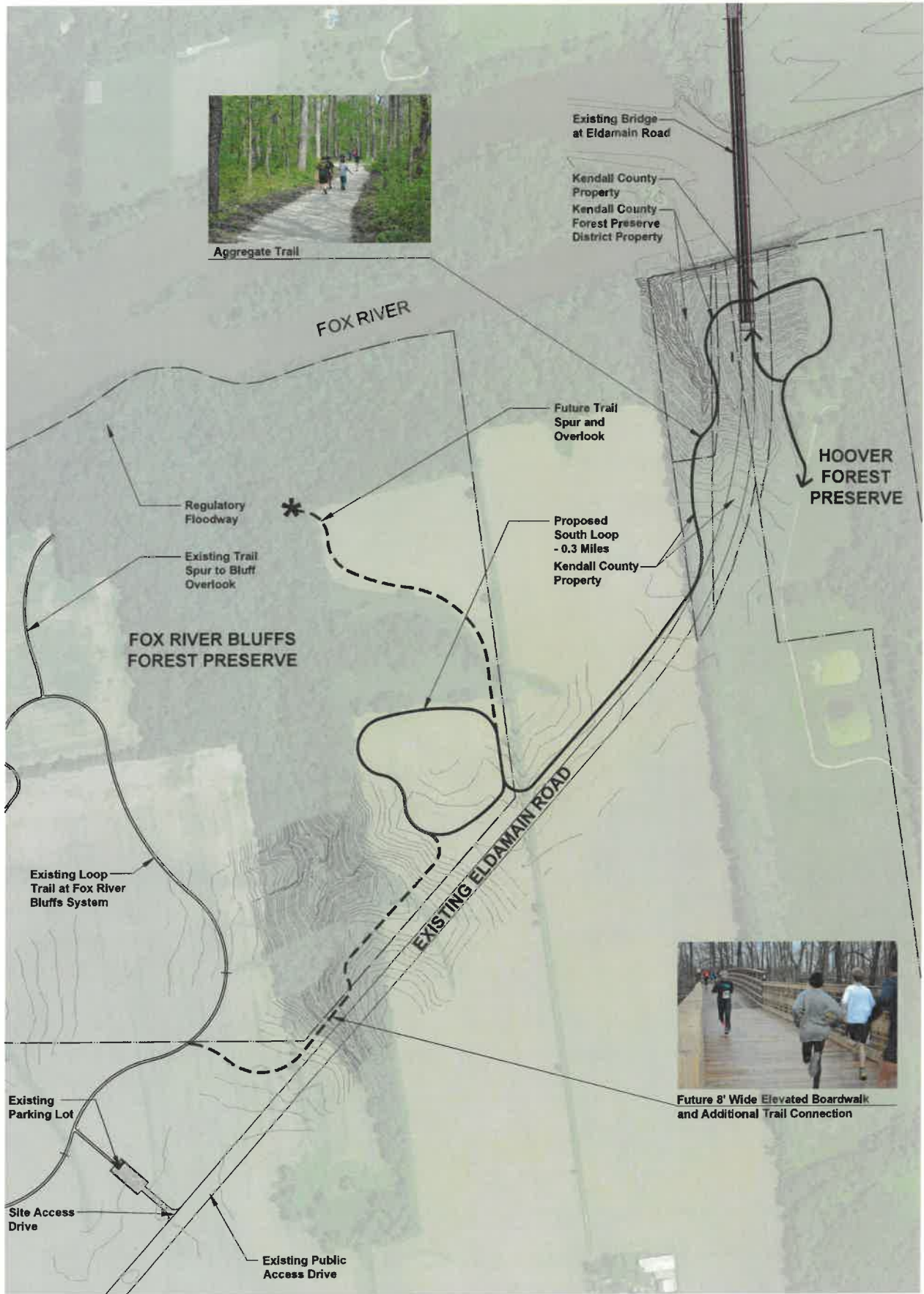
EXHIBIT A - PLACEHOLDER





Parcel	PIN	Acreeage (+/-)	Ownership	Additional Information
A	02-31-300-011	137.73	KCFPD	Hoover
B	02-31-300-010	2.04	KC	Bridge Approach Parcel
C	02-31-300-018	2.49	KC	Parcel West of Bridge Approach
D	02-31-300-019	0.3496	KCFPD	KCFPD Combined with Parcel E for 3.2813 ac
E	01-36-400-017	2.9317	KCFPD	Other parcel of KCFPD Combined
F	01-36-400-015	1.5077	KC	Parcel South of KCFPD Combined
G	N/A	3.442	KC Highway	Eldlain Road ROW
H	01-36-400-010	123.21	KCFPD	Fox River Bluffs





**Kendall County Forest Preserve District**  
**Hoover to Fox River Bluffs - Trail Connection**

SCALE: 1" = 150'-0"  
 0 75 150 300 450  
 February 06, 2024  
 Copyright 2024 Upland Design Ltd  
 Project #1220



**Fox River Bluffs**  
**Kendall County Forest Preserve**

Prepared Date: 02/07/2024  
 Project #1230

**Hoover to Fox River Bluffs - Trail Connection**

PROJECT COMPONENTS	QTY	UNIT	COST	EXTENSION
<b>REMOVALS AND SITE PREPARATION</b>				
General Conditions	1	LS	\$ 14,460.00	\$ 14,460.00
Site Preparation, Earthwork, Grading and Removals	1,503	CY	\$ 90.00	\$ 135,270.00
Silt Fence	700	LF	\$ 4.00	\$ 2,800.00
Undercut and PGE	120	CY	\$ 70.00	\$ 8,400.00
Tensar Biaxial BX Geotextile	500	SY	\$ 6.00	\$ 3,000.00
<b>IMPROVEMENTS</b>				
Crushed Limestone Trail	4,509	SY	\$ 28.00	\$ 126,252.00
12" SDR26	40	LF	\$ 160.00	\$ 6,400.00
Metal Flared End Section	4	EA	\$ 800.00	\$ 3,200.00
Rip Rap Culvert Outlet Protection	1	LS	\$ 3,865.00	\$ 3,865.00
Sub-Total				\$ 303,647.00
15% Design and Construction Contingency				\$ 45,547.05
A/E Design and Engineering Fees				\$ 34,919.41
<b>Total Cost</b>				<b>\$ 384,113.46</b>

**By Owner Items**

PROJECT COMPONENTS	QTY	UNIT	COST	EXTENSION
Tree Removals	1	LS	\$ -	\$ -
<b>LANDSCAPE AND RESTORATION</b>				
Lawn Restoration - Topsoil, Seed and Blanket	5,607	SY	\$ -	\$ -
Native Restoration - Topsoil, Seed and Blanket	5,607	SY	\$ -	\$ -

**ALTERNATE: Asphalt Under Bridge**

PROJECT COMPONENTS	QTY	UNIT	COST	EXTENSION
<b>IMPROVEMENTS</b>				
Deduct: Crushed Limestone Trail	-1,672	SY	\$ 28.00	\$ (46,816.00)
Asphalt Paving Trail	1,672	SY	\$ 49.00	\$ 81,928.00
Sub-Total				\$ 35,112.00
15% Design and Construction Contingency				\$ 5,266.80
<b>Total Cost</b>				<b>\$ 40,378.80</b>

**RESOLUTION NO. 24-02-001**

**KENDALL COUNTY FOREST PRESERVE DISTRICT  
KENDALL COUNTY, ILLINOIS**

**A RESOLUTION AUTHORIZING PARTICIPATION IN THE  
2024 IDNR-FHA REGIONAL TRAILS PROGRAM  
FOR THE CONSTRUCTION OF A MULTI-PURPOSE LINEAR TRAIL  
CONNECTOR AND 0.30 MILE LOOP AT  
FOX RIVER BLUFFS AND HOOVER AND FOREST PRESERVES**

**WHEREAS**, the Kendall County Forest Preserve District (hereinafter the "District") is a body politic and corporate and municipal corporation organized and existing under the Downstate Forest Preserve District Act, 70 ILCS 805/0.001 et seq. as amended (hereinafter the "Act"); and

**WHEREAS**, the mission of the District is to acquire and hold lands containing natural forests, and lands capable of being restored to a natural condition, for the purpose of protecting and preserving the flora, fauna, and scenic beauties within Kendall County for the education, pleasure, and recreation of the public; and

**WHEREAS**, beginning in 2004, the Kendall County Forest Preserve District acquired property known as Hoover Forest Preserve with funding support from the US Department of Interior - National Park Service; Illinois Department of Natural Resources; Open Lands Trust, and the Illinois Clean Energy Community Foundation; and

**WHEREAS**, in 2015, the Kendall County Forest Preserve District acquired property known as the Fox River Bluffs Forest Preserve with funding support from the Illinois Department of Natural Resources, and Illinois Clean Energy Community Foundation; and

**WHEREAS**, in 2022, the Kendall County Forest Preserve District completed public access and trail improvements at Fox River Bluffs Forest Preserve with funding support from a 2018 Illinois Department of Natural Resources – Regional Trails Program (hereinafter the "RTP grant program") grant award; and

**WHEREAS**, the District desires to expand public access and the County's regional trails system by connecting Hoover and Fox River Bluffs Forest Preserves through construction of a linear connecting trail and trail loop; and

**WHEREAS**, Kendall County and the Kendall County Forest Preserve District have entered into an intergovernmental agreement extending Kendall County – Transportation Alternative Funding support and District access to certain County-owned parcels for the purpose of constructing and maintaining the proposed trail connector and loop; and,

**WHEREAS**, the IDNR-FHA Regional Trails Program (hereinafter the “RTP Program”) provides grant funding for the construction of multi-purpose trails for up to 80% of the total construction costs with a maximum grant award of \$200,000.00; and

**WHEREAS**, the District is requesting a grant of \$200,000.00 through the RTP Program for completion of the project, representing 51% of the total estimated cost of \$389,000.00 for completion of the trail project; and

**WHEREAS**, the District has received, reviewed, and understands the 2024 RTP Program Guidelines, which includes the requirement to submit a calculated \$300.00 application fee.

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

1. The above recitals are hereby incorporated by reference as if set forth fully herein; and
2. The Board of Commissioners of the Kendall County Forest Preserve District hereby approves the Project and authorizes the Kendall County Forest Preserve District to submit an application to the IDNR-FHA Regional Trails Program in the amount of \$200,000.00 for fiscal year 2023-2024, including the required and calculated \$300.00 application fee; and
3. The Board of Commissioners of the Kendall County Forest Preserve District hereby commits to the required minimum expenditure of matching funds in the amount of \$189,000 necessary for the Project’s success; and
4. The President, Executive Advisor and Acting Executive Director for the District are hereby authorized to execute and file applications and any amendments to the application, if necessary, on behalf of the District with the Illinois Department of Natural Resources for the 2024 Recreational Trails Program grant; and
5. The President, Secretary, Executive Advisor, and Acting Executive Director for the District are also hereby authorized to furnish such additional information, assurances, certifications and amendments as the Illinois Department of Natural Resources may require in connection with the District’s application for the 2024 Regional Trails Program grant application; and
6. The Secretary of the District is hereby directed to transmit certified copies of this Resolution to the Executive Advisor and Acting Executive Director for the District for inclusion and submission as part of the grant application materials.

Passed and approved by the President and Board of Commissioners of the Kendall County Forest Preserve District this 20<sup>th</sup> day of February, 2024.

Approved:

Attest:

\_\_\_\_\_  
Brian DeBolt, President

\_\_\_\_\_  
Seth Wormley, Secretary

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

From: David Guritz, Executive Advisor

RE: Debt Service Fund 1903 - Interest Earnings Transfer

Date: 13-Feb-24

Issuance	2007 / 2015 2016 / 2017	
Fiscal Year	Fund 1903	
2019	\$ 3,378.57	
2020	\$ 1,486.67	
2021	\$ 1,153.90	
2022	\$ 14,882.10	
2023	\$ 63,906.33	As of 11/30/2023
2024	\$ 13,907.41	As of 01/31/2024
<b>Total</b>	<b>\$ 98,714.98</b>	

**Recommendations:** 1) Motion to forward to a transfer of \$98,714.98 from Fund 1903 to Fund 1907 to Commission for approval; 2) Motion to forward a transfer of \$1,081.90 from Fund 1902 to Fund 1907 to Commission for approval.

**\$ 98,714.98 Total Fund 1903 Interest Earnings Available for Transfer**

**Kendall County**

**YEAR-TO-DATE BUDGET REPORT**

FOR 2023 13

ACCOUNTS FOR:	ORIGINAL APPROP.	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/CDL
1903 FP Debt Service 2015/2016/2017							
190311 FP Debt Service 2015/2016/2017							
190311 40280 Transf. from FP Debt	0	0	-288,742.00	.00	.00	288,742.00	100.0%
190311 41010 Current Property Tax	-5,294,458	-5,294,458	-5,302,629.80	.00	.00	-12,828.40	99.83%
190311 41350 Interest Income	-4,000	-4,000	-63,906.33	.00	.00	59,906.33	1597.7%
190311 66500 Miscellaneous Expense	475	475	.00	.00	.00	475.00	.0%
190311 68640 Fiscal Agent Fee	1,900	1,900	1,425.00	.00	.00	475.00	75.0%
190311 68710 Dbt Srv 2015 Interest	352,950	352,950	352,950.00	.00	.00	.00	100.0%
190311 68720 Dbt Srv 2015 Principia	45,000	45,000	45,000.00	.00	.00	.00	100.0%
190311 68730 Dbt Srv 2016 Interest	285,688	285,688	285,687.50	.00	.00	.50	100.0%
190311 68740 Dbt Srv 2016 Principia	115,000	115,000	115,000.00	.00	.00	.00	100.0%
190311 68750 Dbt Srv 2017 Interest	302,250	302,250	302,250.00	.00	.00	.00	100.0%
190311 68760 Dbt Srv 2017 Principia	3,740,000	3,740,000	3,740,000.00	.00	.00	.00	100.0%
<b>TOTAL FP Debt Service 2015/2016/2</b>	<b>-455,195</b>	<b>-455,195</b>	<b>-791,965.43</b>	<b>.00</b>	<b>.00</b>	<b>336,770.43</b>	<b>174.0%</b>
<b>TOTAL FP Debt Service 2015/2016/2</b>	<b>-455,195</b>	<b>-455,195</b>	<b>-791,965.43</b>	<b>.00</b>	<b>.00</b>	<b>336,770.43</b>	<b>174.0%</b>
<b>TOTAL REVENUES</b>	<b>-5,298,458</b>	<b>-5,298,458</b>	<b>-5,634,277.93</b>	<b>.00</b>	<b>.00</b>	<b>335,619.93</b>	
<b>TOTAL EXPENSES</b>	<b>4,843,263</b>	<b>4,843,263</b>	<b>4,842,312.50</b>	<b>.00</b>	<b>.00</b>	<b>350.50</b>	
<b>PRIOR FUND BALANCE</b>			<b>5,067,674.75</b>				
<b>CHANGE IN FUND BALANCE - NET OF REVENUES/EXPENSES</b>			<b>731,965.43</b>				
<b>REVISED FUND BALANCE</b>			<b>5,849,640.18</b>				

**Kendall County**

**YEAR-TO-DATE BUDGET REPORT**

FOR 2024 02

ACCOUNTS FOR:	ORIGINAL APPROP.	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/CDL
1903 FP Debt Service 2015/2016/2017							
190311 FP Debt Service 2015/2016/2017							
190311 41010 Current Property Tax	-5,710,248	-5,710,248	.00	.00	.00	-5,710,248.00	.0%
190311 41350 Interest Income	-55,386	-55,386	-13,907.41	-2,132.30	.00	-41,478.59	25.13%
190311 61420 Transf. to FP Capital	81,467	81,467	.00	.00	.00	81,467.00	.0%
190311 66500 Miscellaneous Expense	475	475	.00	.00	.00	475.00	.0%
190311 68640 Fiscal Agent Fee	1,900	1,900	.00	.00	.00	1,900.00	.0%
190311 68710 Dbt Srv 2015 Interest	351,690	351,690	176,160.00	.00	.00	175,530.00	50.1%
190311 68720 Dbt Srv 2015 Principia	45,000	45,000	45,000.00	.00	.00	.00	100.0%
190311 68730 Dbt Srv 2016 Interest	278,788	278,788	141,693.75	.00	.00	137,094.25	50.8%
190311 68740 Dbt Srv 2016 Principia	230,000	230,000	230,000.00	.00	.00	.00	100.0%
190311 68750 Dbt Srv 2017 Interest	104,375	104,375	104,375.00	.00	.00	.00	100.0%
190311 68760 Dbt Srv 2017 Principia	4,175,000	4,175,000	4,175,000.00	.00	.00	.00	100.0%
<b>TOTAL FP Debt Service 2015/2016/2</b>	<b>-496,939</b>	<b>-496,939</b>	<b>4,858,321.34</b>	<b>-2,132.30</b>	<b>.00</b>	<b>-5,355,260.34</b>	<b>-977.6%</b>
<b>TOTAL FP Debt Service 2015/2016/2</b>	<b>-496,939</b>	<b>-496,939</b>	<b>4,858,321.34</b>	<b>-2,132.30</b>	<b>.00</b>	<b>-5,355,260.34</b>	<b>-977.6%</b>
<b>TOTAL REVENUES</b>	<b>-5,765,634</b>	<b>-5,765,634</b>	<b>-13,907.41</b>	<b>-2,132.30</b>	<b>.00</b>	<b>-5,751,726.59</b>	
<b>TOTAL EXPENSES</b>	<b>5,268,695</b>	<b>5,268,695</b>	<b>4,872,228.75</b>	<b>.00</b>	<b>.00</b>	<b>396,466.25</b>	
<b>PRIOR FUND BALANCE</b>			<b>5,849,640.18</b>				
<b>CHANGE IN FUND BALANCE - NET OF REVENUES/EXPENSES</b>			<b>-4,858,321.34</b>				
<b>REVISED FUND BALANCE</b>			<b>991,318.84</b>				



Kendall County Forest Preserve District Committee of the Whole  
 Renewal of 2024 Farm License Agreements - FINAL DRAFT  
 13-Feb-24

Forest Preserve Property ID	Licensee	2023 Rate	Base Rent Calculations	Acres in Production	2024 Rate (Proposed)	Base Rent Calculations	IDNR-OSLAD, ICECF and NPS-LWCF Funded Projects	Acres in Production Scheduled for Cropland Conversion (3-year plan)	Notes
Baker Woods	Connell	\$265 \$235	\$9,746.70 \$16,811.90	36.78 71.54	\$270 \$245	9,930.60 17,527.30			Hay Production - Year 4 Recommend 1-Year Contract Extension
Millbrook North	Mathre	\$240	\$37,754.40	157.31	\$255	40,114.05			Increased \$15 per acre for all over FY23 Farm License Agreement
Millbrook South		\$255	\$30,237.90	118.58	\$270	32,016.60	X		
Millington		\$220	\$28,030.20	127.41	\$235	29,941.35			
		<b>SUBTOTAL</b>	<b>\$96,022.50</b>	<b>403.3</b>		<b>102,072.00</b>			
Henneberry	Ormiston	\$100	\$375.00	3.75	\$100	375.00			
Henneberry	Jr. Collins	\$170	\$8,755.00	51.5	\$180	9,270.00			Preserve access permissions - Ormiston
Little Rock Creek	Anderson	\$0	\$1,200.00	0	N/A	1,200.00	X		LRC Storage Shed for FY24
		<b>TOTALS</b>	<b>\$132,911.10</b>	<b>566.87</b>		<b>\$140,374.90</b>			
FY23 (Actual)		\$132,911.10	FY24 Budget	\$140,897.00		<b>Net Gain (\$522.10)</b>			
FY23 Yield Payments		\$27,842.25							
Baker Woods 50/50 Hay Contract (Fazio)	Field A (AC.)				Inputs	Farm Operator Surplus Buyback Rate		Storage	
22.0 total acres	HAY FIELD ALLOCATION TBD				50% of cost	50% of Market Value - Iowa Hay Report		\$0.50 per small bale delivered	

**FARM LICENSE AGREEMENT #24-02-002**

**Baker Woods Forest Preserve**

This AGREEMENT is made this 20TH day of FEBRUARY, 2024 between the KENDALL COUNTY FOREST PRESERVE DISTRICT, a Body Corporate and Politic, 110 West Madison Street, Yorkville, IL, 60560, Lessor, and Kyle Connell, of 7485 Nettle Creek Road, Morris, Illinois, 60450, Lessee, including all heirs and assigns.

WHEREAS, the Lessor is the owner of certain lands situated in the County of Kendall, Township of Seward and State of Illinois described as:

PIN#s:            Exhibit 1A: 106.7 acres total

Hayfields      Field A and B: 09-16-200-013 (58.78-acres)  
                         1. 22.0-acres 50/50 cost share for hay production  
                         2. 36.78-acres hay production

Row Crop      Field C: 09-10-300-002 and 09-09-400-003 (47.92-acres)

Exhibit 1B: 23.62 acres total

Conversion: Hayfield to Row Crop Production  
Field A and B: 14.7 acres + 2.73 acres: 09-09-400-004

Conversion: Hayfield to Row Crop Production  
Field C:            6.19 acres: 09-16-200-013

**Total Acres: 130.32 acres**

**2024 Production:    A. 71.54 acres for row crop production  
                                 B. 36.78 acres for hay production  
                                 C. 22.0 acres for 50/50 hay production**

WHEREAS, Lessee desires to use the above-described real estate for farming purposes and Lessor desires to have the real estate farmed.

WHEREAS, both Lessee and Lessor hereby agree that there are 130.32 tillable acres suitable for agricultural production on the above referenced parcels hereinafter referred to as the 'Subject Property'; and the Lessor hereby grants to the Lessee a farm license in exchange for the following goods, services, and considerations, submitted as a use fee for a term of one (1) year, beginning on February 21, 2024, and ending on December 31, 2024 subject to the conditions and limitations hereinafter described.

### **A. Row Crop Production Acres**

Lessee shall pay Lessor an increased **Base Rate** of \$245.00 (two-hundred and forty five dollars) per tillable acre for the 71.54-acres under row crop production, plus a **Flexible Rate**. The Base Rate is payable no later than May 31, 2024, and Lessee agrees that failure to pay by this date may terminate this Lease Agreement.

Lessee shall pay Lessor a **Flexible Rate for tillable soils under row crop production** equal to:

$$(((\text{Average Grain Price} - \text{Basis}) \times \text{Yield}) + \text{Crop Insurance}) \times 33.33\% - \text{Base Rent}$$

*(See Exhibit C for example.)*

Average Grain Price shall be calculated by utilizing the closing price on the Chicago Board of Trade futures market on the first trading day of each month from January through October. The Basis shall be fixed at \$0.30 for corn and \$0.40 for soybeans.

The Yield shall be the amount of dry bushels harvested divided by the tillable acres as provided on page one of this agreement.

Crop Insurance shall be any funds from a multi-peril or crop hail claim on the Subject Property collected by the Lessee, less the premiums paid on such policy(s).

The Flexible Rate is payable on or before December 31 of each License year. Should the computed Flexible Rate be less than the Base Rate, then the Base Rate shall be the total due to Lessor.

### **B. Hay Production Acres**

Lessee shall pay Lessor an increased **Base Rate** of \$270.00 (two-hundred and seventy dollars) only per acre for the 36.78-acres of tillable soils converted over to hay production in 2020. The Base Rate only shall be paid for acres in hay production, payable no later than May 31, 2024, and Lessee agrees that failure to pay by this date may terminate this Lease Agreement.

### **C. 50/50 Hay Production**

**Production:** Licensee has seeded and will maintain 22.0 tillable acres within the Exhibit 1A - Field A hayfield with 50/50 grass and alfalfa hay. Licensee and Licensor shall split evenly the bales of hay produced from the Subject Property.

**Input Expenses:** Licensee and Licensor shall split evenly the expenses, fertilizer, and other agreed upon inputs to the Subject Property. All of the expenses, however, must be approved by Licensor before they are incurred. Licensee shall provide all machinery and equipment at Licensee's expense.

Surplus Hay: Licensee, with prior approval by the Licensor, is required to purchase surplus hay bales from the Licensor's portion of hay produced. The surplus bale purchase price will be based on published hay market prices for the month of the each cutting.

Calculation of Market Price: The Iowa Hay Report in the cutting month shall serve to determine market price for "Good" Alfalfa and Mixed Grass Hay priced per ton, using the low price range figure for determining the cost per ton:  
<https://usda.library.cornell.edu/concern/publications/wd375w32h?locale=en&page=4#release-items>

Standard Measure: Small bale cost equivalency will be based on a two-string bale standard weight and dimensions:

A standard two string bale measure is 14" high x 18" wide x 35" long and weighs 60 lbs.

Market Price per ton Conversion Formula:

1) Convert pricing per ton to small bale equivalency:

2,000 lbs. per ton divided by 60 lb. per standard bale = 33.33 bales per ton

2) Apply the Iowa Hay Report market pricing for the cutting month to determine market price for "Good" Alfalfa and Mixed Grass Hay priced per ton, using the low price range figure for determining the cost per ton:

Cost per ton divided by 33.33 bales per ton = \$ \_\_\_\_ small bale price equivalency

3) Surplus hay purchase cost to the Farm Operator will be 50% of the small bale equivalency price per ton based on the reported market price in the month of cutting.

\$ \_\_\_\_ small bale price equivalency X .5 = \$ \_\_\_\_ Licensee purchase price per small bale.

Storage: Licensee shall extend an option for storage of remaining portions of the Licensor's share of hay produced at a cost of \$0.50 per small bale delivered. The storage fee will be paid (or deducted from amounts owed to the Licensor) no later than November 30 of each license year.

Delivery to Ellis Equestrian Center: Licensee will communicate with Ellis Equestrian Center staff on timeliness and delivery of hay. Licensee will be responsible for delivery of hay bales on racks to Ellis Equestrian Center, and Ellis Equestrian Center staff will be responsible for unloading of hay bales.

NOW, THEREFORE, in consideration of the grants, covenants, and conditions of this Agreement, IT IS HEREBY AGREED AS FOLLOWS:

1. The proceeding introductory language is made a part hereof and incorporated herein.
2. **Prior Agreements:** All previous agreements between the Parties, whether oral or in writing, are hereby revoked. Neither party will seek to enforce any previous oral or written agreement between the Parties, regarding the license or use of the Subject Property.
3. **Term:** This license is for a term of one year ending December 31, 2024, with hay Storage provisions in effect through April 30, 2025.
4. **Limited License:** This Agreement grants only a contractual license to use the Subject Property under the terms and conditions stated herein. Further, the rights granted by Licensor herein shall vest only in Licensee and no such rights shall vest in any of Licensee's employees, agents, subcontractors or partners, if any. Nothing in this Agreement shall be construed to convey to Licensee any legal or equitable interest in the Subject Property.
5. **Taxes:** Licensor makes no claims as to the tax status of the Subject Property. As required by section 15-15 of the Illinois Property Tax Code, the Licensor will file a copy of the Agreement and a complete description of the premises with the assessment officer. 35 ILCS 200/15-15. In the event the Subject Property should be assessed and taxed pursuant to the process outlined in the Illinois Property Tax Code, at any time during the term of this License, it shall be the obligation of the Licensee to pay such taxes as are incurred during that term. At the termination of this Agreement, Licensee shall pay all taxes incurred, though not yet due and owing. Any such taxes shall be prorated based on 100% of the previous year's taxes. Licensee's obligations under this paragraph extend beyond the license year, and until all incurred taxes are paid.
6. **Erodible Soils:** The Licensor agrees that the Licensee may, without further license on the part of the Licensor, use the Subject Property for the purpose of farming the land. If there are highly erodible soils on the Subject Property, the Licensee is responsible for maintaining the soil according to the methods adopted in Licensee's farming plan approved by the Kendall County Soil and Water Conservation District. Said report must be submitted to the Licensor on or before ground breaking on the first year covered by this License. Failure to submit this report by this date may terminate this License.
7. **"As is" Property:** The Licensee has inspected the Subject Property prior to signing this Agreement and accepts the condition of the Subject Property "as is."
8. **Records Requirements:** Licensee shall keep and provide to the Licensor the following records at the end of the License term:
  - A. **Soil Samples** – The Licensee shall conduct annual soil testing (2.5 acre grid), with such costs split evenly with the Licensor. Soil test results shall be due to the Licensor by December 30 of each year of the License. The Licensee shall apply the minimum amount of fertilizer required to maintain the elemental P

(phosphorus) at 80 pounds per acre and elemental K (potassium) at 50 pounds per acre.

- B. Fertilizers and rates applied
  - C. Pesticide applications, including dates of applications, types and amounts of pesticide used, fields treated, and the identity of the applicator for each application.
  - D. Number and dates of bales harvested from the Subject Property.
  - E. Number and dates of bales delivered to Ellis Equestrian Center.
9. If Lessee applies limestone to the Subject Property, the cost of the limestone will be depreciated at 25% annually. If the Lessee farms the Subject Property for a period less than four (4) years, the Lessor will reimburse the Lessee for the cost of the limestone less the total annual depreciation. Lime shall be applied when soil pH is less than 6.2.

10. Pesticide Use:

- A. Licensee shall, and shall cause all other persons working on the Subject Property, to follow all label instructions of any pesticides used on the Subject Property. Upon signing this Agreement, Licensee shall supply Licensor with a copy of a valid State of Illinois pesticide applicator's license for each person who will be applying pesticide on the Subject Property during the term of this Agreement. If any licenses expire during the term of this Agreement, Licensee shall be responsible for obtaining a renewal or new license to replace the expired license and shall promptly provide Licensor with a copy thereof.
- B. No pesticides shall be stored on the Subject Property unless they are in original, labeled containers, and then only for the period during which the pesticides are applied, which shall not exceed ten (10) days.
- C. Licensee shall provide Licensor with a record of pesticide applications, including dates of applications, types and amounts of pesticide used, fields treated, and the identity of the applicator for each application.
- D. Licensee is responsible, at the Licensee's sole expense, to repair any damage done to native vegetation due to pesticide drift and to repair rutting caused by farm equipment in areas owned by the Licensor.
- E. Licensee agrees to indemnify, defend with counsel, and hold harmless the Licensor for all claims, demands, damage, judgments, fees (including attorneys' fees) and costs that may arise out of Licensee's application of pesticides on the Subject Property. Any attorney representing the Licensor pursuant to this paragraph must first be approved by the Kendall County State's Attorney and shall be appointed as a Special Assistant State's Attorney.

11. Hazardous Materials: Licensee shall comply with all federal, state, and local laws, ordinances, rules, and regulations that regulate, restrict, or prohibit any material defined therein as a hazardous, radioactive, toxic or carcinogenic material, substance, pollutant, or contaminant when using such materials on the Subject Property.

12. Duty of Care: The Licensee agrees to take care of the Subject Property, not to alter or change the physical landscape of the Subject Property and to farm in a careful and prudent manner.

13. Right of Entry: Licensor reserves the right to enter upon said land to inspect, make improvements thereon, and for any and all lawful purposes arising from the ownership of the land.

14. Termination: The Licensee agrees that this License is purely a personal license to use the Subject Property for farming purposes. To the extent permitted by law, the Licensor may terminate this Agreement at any time and for any reason by giving thirty (30) days' notice in writing to the Licensee. In the event of early termination, Licensor shall pay the Licensee for its one-half share of any hay cutting that has not yet taken place during the License year when the License is terminated based on the formula for surplus hay sales set forth above. Licensee hereby waives its rights to seek any other amounts from Licensor in the event the License is terminated.

15. Insurance & Liability:

A. Licensee shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Licensee's operation and use of the Subject Property. The cost of such insurance shall be borne by the Licensee. Minimum scope and limit of insurance coverage shall be at least as broad as:

- i. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- ii. Workers' Compensation insurance as required by the State of Illinois, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease. (This applies to a Licensee with employees).



- iii. Property insurance against all risks of loss to any Licensee improvements or betterments, at full replacement cost with no coinsurance penalty provision.
  - iv. Farm Pollution Liability covering third party liability for bodily injury or property damage with limits no less than \$1,000,000 per occurrence.
- B. If the Licensee maintains broader coverage and/or higher limits than the minimums shown above, Licensor requires and shall be entitled to the broader coverage and/or the higher limits maintained by Licensee. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Licensor. The insurance required under this Agreement does not represent that coverage and limits will necessarily be adequate to protect Licensee, nor be deemed as a limitation on Licensee's liability to Licensor in this Agreement.
- C. Other Insurance Provisions:

The insurance policies are to contain, or be endorsed to contain, the following provisions:

- i. Additional Insured Status. Licensor, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Licensee including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Licensee's insurance (at least as broad as ISO Form CG 20 10).
- ii. Primary Coverage. For any claims related to this contract, the Licensee's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Licensor, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Licensor, its officers, officials, employees, or volunteers shall be excess of the Licensee's insurance and shall not contribute with it.
- iii. Notice of Cancellation. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Licensor.
- iv. Waiver of Subrogation. Licensee hereby grants to Licensor a waiver of any right to subrogation which any insurer of said Licensee may acquire against the Licensor by virtue of the payment of any loss under such insurance. Licensee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or

not the Licensor has received a waiver of subrogation endorsement from the insurer.

- v. Acceptability of Insurers. Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the Licensor.
- D. Licensee shall furnish the Licensor with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Licensor before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Licensee's obligation to provide them. The Licensor reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.
- E. Special Risks or Circumstances. Licensor reserves the right to modify these requirements at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- F. Licensee shall indemnify, hold harmless and defend with counsel of Licensor's own choosing, Licensor, its past, present and future elected officials, department heads, employees, insurers, and agents (hereinafter collectively referred to as "Releasees") from and against all liability, claims, suits, causes of action, demands, proceedings, set-offs, liens, attachments, debts, expenses, judgments, or other liabilities including costs, reasonable fees and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property, of whatsoever kind or nature as well as for any breach of any covenant in this Agreement and any breach by Licensee of any representations or warranties made within the contract documents (collectively, the "Claims"), to the extent such Claims result from the performance of this contract by Licensee or those Claims are due to any act or omission, neglect, willful acts, errors, omissions or misconduct of Licensee in its performance under this Agreement.

Nothing contained herein shall be construed as prohibiting Releasees from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. No attorney may be assigned to represent the Releasees pursuant to this Section of the Agreement unless the attorney has been approved in writing by the Kendall County State's Attorney. Releasees' participation in its defense shall not remove Licensee's duty to indemnify, defend, and hold Releasees harmless, as set forth above. Releasees do not waive their defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) by reason of this indemnification provision. Indemnification shall survive the termination of this Agreement.

16. Anti-Discrimination Compliance: Licensee, his 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.

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

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

19. Independent Contractor: It is understood and agreed that Licensee is an independent contractor and is not an employee of, partner of, agent of, or in a joint venture with Licensor. Licensee understands and agrees that Licensee is solely responsible for paying all wages, benefits and any other compensation due and owing to Licensee's officers, employees, and agents for the performance of services set forth in the Agreement. Licensee further understands and agrees that Licensee is solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for Licensee's officers, employees and/or agents who perform services as set forth in the Agreement. Licensee also acknowledges its obligation to obtain appropriate insurance coverage for the benefit of Licensee, Licensee's officers, employees and agents and agrees that Kendall County is not responsible for providing any insurance coverage for the benefit of Licensee, Licensee's officers, employees and agents. Licensee hereby agrees to defend with counsel of Licensor's own choosing, indemnify and waive any right to recover alleged damages, penalties, interest, fees (including attorneys' fees), and/or costs from Licensor, its past, present and future board members, elected officials, employees, insurers, and agents for any alleged injuries that Licensee, its officers, employees and/or agents may sustain while performing services under the Agreement.

20. Liens: Licensee shall, and without any charge to Licensor, keep the Subject Property free of any and all liens against the Subject Property in favor of any person whatsoever for or by reason of any equipment, material, supplies or other item furnished, labor performed or anything done in connection with Licensee's use or occupancy of the Subject Property (a "Lien"). If the Subject Property becomes encumbered with any Lien, Licensor may, at Licensor's option, terminate this Agreement or direct Licensee to remove any such lien from the subject property. Licensee shall remove such Lien promptly and, in any event, not later than five (5) days after being directed to do so in writing by Licensor. Licensor shall have the right to remove or satisfy any Lien upon the Subject Property at any time with or without notice to Licensee, and shall be reimbursed by Licensee within ten (10) days after such amount is incurred, any amount that Licensor incurs to remove or satisfy the Lien, including the costs, expenses, attorneys' fees, and administrative expenses incurred by Licensor in connection therewith or by reason thereof.

21. Legal Compliance: Licensee shall give all notices, pay all fees, and take all other action that may be necessary to ensure that all activities on the Subject Property are provided, performed, and completed in accordance with all applicable laws, statutes, rules, regulations, ordinances, and requirements, and obtain all required governmental permits, licenses or other

approvals and authorizations that may be required in connection with providing, performing, and completing such activities.

22. Waiver of Lien: Licensee hereby waives any claim of lien against subject premises on behalf of Licensee, its officers, insurers, employees, agents, suppliers and/or sub-contractors

23. Venue: This Agreement shall be interpreted and enforced under the laws of the State of Illinois, and the parties agree that the venue for any legal proceeding between them shall be Kendall County, Twenty-Third Judicial Circuit, State of Illinois.

24. Legal Remedies: In any action with respect to this Agreement, the parties are free to pursue any legal remedies at law or in equity. The prevailing party by 75% or more of damages sought, in any action brought pursuant to this Agreement shall be entitled to reasonable attorneys' fees and court costs arising out of any action or claim to enforce the provisions of this Agreement.

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

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

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

Licensors, send to:

Kendall County Forest Preserve District

Brian DeBolt, President  
110 W. Madison Street  
Yorkville, Illinois 60560

Licensee send to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

Licensors:

Kendall County Forest Preserve District

By: \_\_\_\_\_  
Brian DeBolt, President

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

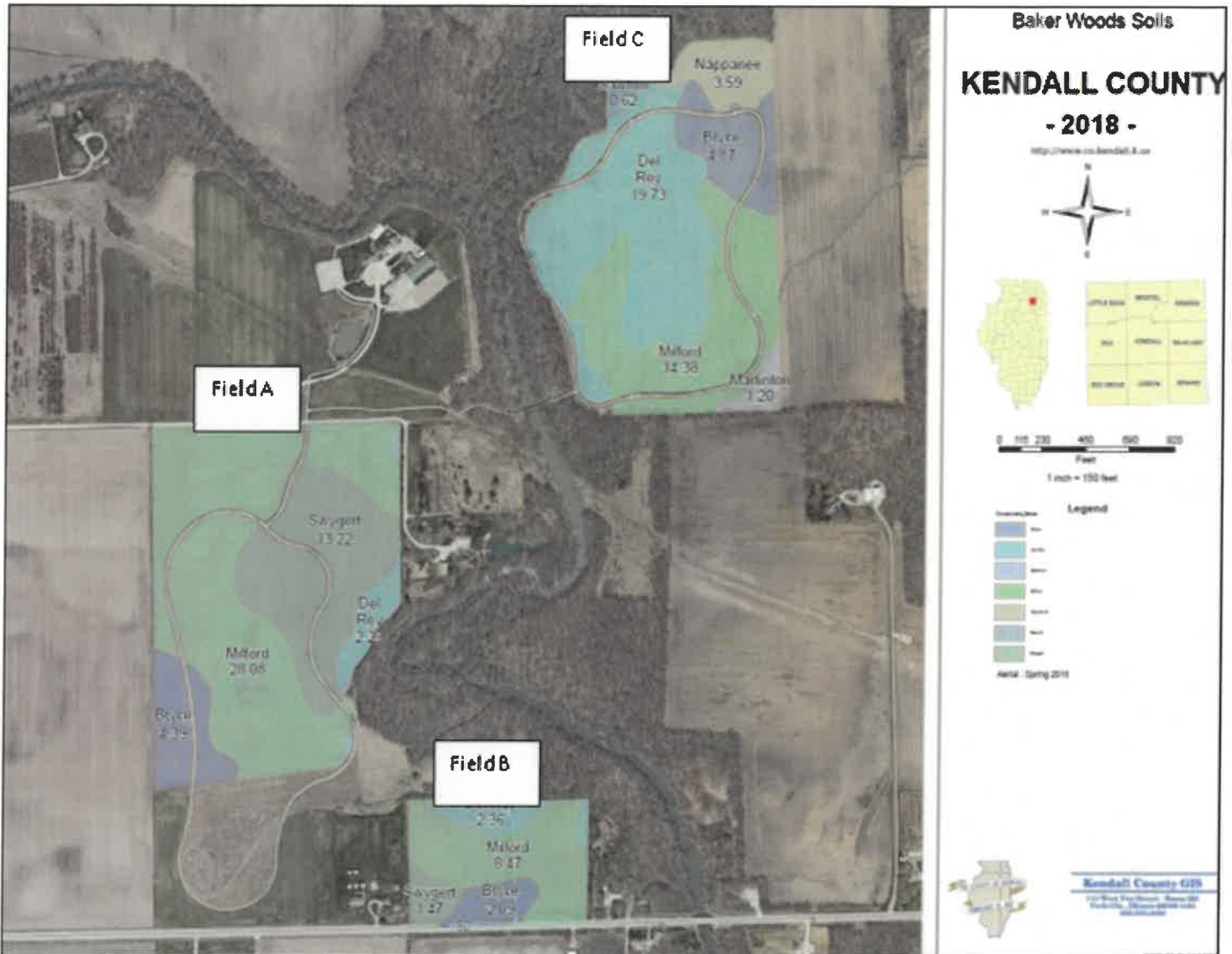
Licensee:

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

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

### Exhibit 1A

## Field A and B: Hay Production (Seeded in 2020) Field C: Row Crop Production



### Exhibit 1B

### Conversion of Existing Hayfields to Row Crop Production



Existing Hayfields – Conversion to Row Crop Production (Fields Labeled A, B and C)



New 22-acre 50/50 hay production





## Exhibit C

### Flexible Rate Calculation Example

For the following values for a 100 acre site with a base rent of \$200 per acre:

Average grain price = Corn \$5 per bushel

Basis = \$0.30 per bushel

Yield = 200 bushels per acre x 100 acres = 20,000 bushels

Crop Insurance = 0

Base Rent = 100 acres x \$200 per acre = \$20,000

$$(((\text{Average Grain Price} - \text{Basis}) \times \text{Yield}) + \text{Crop Insurance}) \times 33.33\% - \text{Base Rent}$$

$$(((\$5 - \$0.30) \times 20,000) + 0) \times 33.33\% - \$20,000 = \$11,330.20$$

The base rate amount is due May 31.

The flexible rate amount is due December 31.

**FARM LICENSE AGREEMENT #23-02-003**

AGREEMENT made this 20<sup>TH</sup> day of February, 2024 between the KENDALL COUNTY FOREST PRESERVE DISTRICT, a Body Corporate and Politic, 110 West Madison Street, Yorkville, IL, 60560, Licensor; and Mark Mathre, of 16770 Lisbon Center Road, Newark, IL, 60541, and Tom Mathre, of 14109 Hughes Road, Newark, IL, 60541, Licensee, including all heirs and assigns.

WHEREAS, the Licensor is the owner of certain lands situated in the County of Kendall, Township of Fox and State of Illinois described as:

PIN#s: 04-03-300-002; 04-04-400-007; 04-04-400-011; 04-09-100-008; 04-10-100-001 (Millbrook North); and,

PIN#s: 04-16-151-007; 04-17-200-008; 04-17-300-003; 04-17-400-003; 04-20-200-001 (Millbrook South); and,

PIN#s: 04-28-300-002; 04-29-300-011; 04-29-300-013; 04-32-100-007; 04-32-100-005; 04-32-100-009 (Millington).

WHEREAS, Licensee desires to use the above-described real estate, for farming purposes with the structures utilized for the storage of crops and farm implements, and Licensor desires to have the real estate farmed and the buildings utilized.

WHEREAS, both Licensee and Licensor hereby agree that there are 157.31 tillable acres on the Millbrook North Parcel, 118.58 tillable acres on the Millbrook South Parcel, and 127.41 tillable acres on the Millington Parcel suitable for row crops, these tillable acres hereinafter referred to as the 'Subject Property'; and the Licensor hereby grants to the Licensee a farm License in exchange for the following goods, services, and considerations, submitted as a use fee for a term of one (1) year, beginning on February 21, 2024, and ending on December 31, 2024 subject to the conditions and limitations hereinafter mentioned.

Licensee shall pay Licensor a Base Rate of \$255 per tillable acres on the Millbrook North Parcel, \$270 per tillable acre on the Millbrook South Parcel, and \$235 per tillable acre on the Millington Parcel for the License year. The Base Rate shall be payable no later than May 31, 2024, and Licensee agrees that failure to pay by this date may terminate this License.

Licensee shall pay Licensor a Flexible Rate equal to:  
(((Average Grain Price - Basis) x Yield) + Crop Insurance) x 33.33% - Base Rent  
(See Exhibit A for example.)

Average Grain Price shall be calculated by utilizing the closing price on the Chicago Board of Trade futures market on the first trading day of each month from January through October. The Basis shall be fixed at \$0.30 for corn and \$0.40 for soybeans.

The Yield shall be the amount of dry bushels harvested divided by the tillable acres as provided on page 1 of this agreement.

Crop Insurance shall be any funds from a multi-peril or crop hail claim on the Subject Property collected by the Licensee, less the premiums paid on such policy(s).

The Flexible Rate is payable on or before December 31, 2024. Should the computed Flexible Rate be less than the Base Rate, then the Base Rate shall be the total due to Licensor.

NOW, THEREFORE, in consideration of the grants, covenants, and conditions of this Agreement, IT IS HEREBY AGREED AS FOLLOWS:

1. The proceeding introductory language is made a part hereof and incorporated herein.
2. This Agreement grants only a contractual license to use the Subject Property under the terms and conditions state above. Further, the rights granted by District herein shall vest only in Licensee and no such rights shall vest in any of Licensee's employees, agents, subcontractors or partners, if any. Nothing in this Agreement shall be construed to convey to Licensee any legal or equitable interest in the Subject Property.
3. Licensor makes no claims as to the tax status of the Subject Property. In the event the Subject Property should be assessed and taxed pursuant to the process outlined in 35 ILCS 205/19, it shall be the obligation of the Licensee to pay such taxes as are incurred during the term of this license. In the event the Subject Property becomes taxable at any time during the term of this License, Licensee shall be required to pay those taxes that are incurred during the term of this License. At the termination of this Agreement, Licensee shall pay tax incurred during the term of this license, though not yet due and owing. Where taxes have yet to be determined, Licensee shall pay the estimated taxes based on 100% of the previous year's taxes. Any such taxes shall be prorated as needed.
4. The Licensor agrees that the Licensee may, without further license on the part of the Licensor, use the Subject Property for the purpose of farming the land. If there are highly erodible soils on the Subject Property, the Licensee is responsible for maintaining the soil according to the methods adopted in Licensee's farming plan approved by the Kendall County Soil and Water Conservation District. Said report must be submitted to the Licensor on or before ground breaking on the first year covered by this License. Failure to submit this report by this date may terminate this License.
5. The Licensee has inspected the Subject Property and structures prior to signing this Agreement and accepts the conditions of these "as is."
6. The Licensee agrees to farm the Subject Property in a husband-like manner, utilizing conservation tillage methods.
7. Licensee shall keep and provide to the Licensor the following records:
  - A. Soil Samples – The Licensee shall conduct annual soil testing (2.5 acre grid), with such costs split evenly with the Licensor. Soil test results shall be due to the Licensor by December 31, 2024. The Licensee shall apply the minimum amount of fertilizer required to maintain the soil fertility at:
    - i. For corn, elemental P (phosphorus) shall be maintained at 80 pounds per acre and elemental K (potassium) shall be maintained at 50 pounds per acre.

- ii. For soybeans, elemental P (phosphorus) shall be maintained at 50 pounds per acre and elemental K (potassium) shall be maintained at 75 pounds per acre.
  - B. Global Positioning System data of crops and yields harvested.
  - C. Fertilizers and rates applied.
  - D. Pesticide applications, including dates of applications, types and amounts of pesticide used, fields treated, and the identity of the applicator for each application.
  
- 8. Fertilizer replacement of P (phosphorus) and K (potassium) will be calculated using crop removal method as outlined in the Illinois Agronomy Handbook. Replacement of P and K for a crop year calculated on total nutrient removal per tillable acre and applied at the Licensee's expense for product and application. No carry over credit will be allowed from previous year's application.
  
- 9. If Licensee applies limestone to the Subject Property, the cost of the limestone will be depreciated at 25% annually. If the Licensee farms the Subject Property for a period less than four (4) years, the Licensor will reimburse the Licensee for the cost of the limestone less the total annual depreciation. Lime shall be applied when less than 6.2.
  
- 10. The Licensee shall deliver and sell the crop yield to no buyers other than those listed below without the written approval of the Licensor. Licensee shall provide grain sheets to Licensor.
  - A. \_\_\_\_\_
  - B. \_\_\_\_\_
  - C. \_\_\_\_\_
  
- 11. It is agreed that the tillable land on this farm should be devoted to row crops. The Licensor may require an un-tilled buffer a minimum of 10 feet from certain woodlands or waterways. This buffer shall be planted with a cover crop by the Licensee at the inception of this Licensee with a seed mix approved by Licensor. Licensor shall provide a map to Licensee showing buffer areas to be planted.
  
- 12. Pesticide Use
  - A. Licensee shall, and shall cause all other persons working on the Subject Property, to follow all label instructions of any pesticides used on the Subject Property. Upon signing this Agreement, Licensee shall supply Licensor with a copy of a valid State of Illinois pesticide applicator's license for each person who will be applying pesticide on the Subject Property during the term of this Agreement. If any such licenses expire during the term of this Agreement, Licensee shall be responsible for obtaining a renewal or new license to replace such an expired license and shall promptly provide Licensor with a copy thereof.
  - B. No pesticides shall be stored on the Subject Property unless they are in original, labeled containers, and then only during the period during which such pesticide is applied, which shall not exceed ten (10) days.
  - C. Licensee shall provide Licensor with a record of pesticide applications, including dates of applications, types and amounts of pesticide used, fields treated, and the identity of the applicator for each application.

D. Licensee is responsible, at the Licensee's sole expense, to repair any damage done to native vegetation due to pesticide drift and to repair rutting caused by farm equipment in non-tilled areas owned by the Licensor.

13. Licensee shall comply with all federal, state, and local laws, ordinances, rules and regulations that regulate, restrict or prohibit any material defined therein as a hazardous, radioactive, toxic or carcinogenic material, substance, pollutant, or contaminant when using such materials on the Subject Property.

14. The Licensee agrees to pay all utility charges and services to the structures located on the property for the term of this Agreement. This includes a drying fee of \$0.01 per bushel capacity for use of the grain dryers at Millbrook South Forest Preserve, with capacity based on use estimated at 20,000 bushels, or \$200.00, invoiced for payment in November 2024, and included as part of the utility charge reimbursement invoice.

15. Licensee shall use the structures on Licensor property for storage purposes only and shall not permit anyone other than Licensee to utilize the structures without the prior written consent of the Forest Preserve Director. No dogs, cats, birds, or other animals or pets shall be kept in or about the structures. Licensee shall not permit the structures or surrounding property to be used for any unlawful purposes or in any manner that will unreasonably disturb neighbors or other tenants. Licensee shall not allow any signs or placards to be posted or placed on the structures without the prior written consent of the Forest Preserve Executive Director.

16. Licensee has inspected the structures prior to signing this Agreement and accepts this License with knowledge and concurrence of the existing condition of the structures. Licensee shall not make, permit, or allow any additions to or alterations of the structures without prior written consent of the Forest Preserve Director. Licensee shall deliver structures to District at the expiration or termination of this Agreement in as good condition as received, ordinary wear and tear expected. Repairs necessitated and routine maintenance shall be at the expense of the Licensee.

17. The Licensee agrees to take care of the Subject Property and the structures, not to alter or change the physical landscape of the Subject Property, or the structures on said property and to farm and to maintain improvements in a careful and prudent manner.

18. Upon termination of this Agreement, Licensor may request the Licensee to provide services associated with restoration of the Subject Property. Such services may include plowing, herbiciding, tilling, seeding, and maintenance mowing.

19. Licensor reserves the right to enter upon said land to inspect, make improvements thereon, and for any and all lawful purposes arising from the ownership of the land so long as it does not interfere with the rights of the Licensee, as provided in this License.

20. The Licensee agrees that this License is purely a personal license to use the Subject Property for farming purposes. The Licensor may terminate this Agreement at any time and for any reason by giving thirty (30) days notice in writing to that effect to the Licensee. In the event of any termination, Licensor shall pay the Licensee for planted but unharvested crops on the Subject Property on the basis of average county yield and unit price, based on available County

data. Fertilizer and pesticide costs for planted but unharvested crops on the Subject Property shall be reimbursed, provided that the Licensee provides fertilizer and pesticide receipts for these costs. Other than amount for planted but unharvested crops, fertilizer and pesticide costs, as provided in this section, Licensee hereby waives its rights to request or seek any other amount from Licensor in the event the License granted herein is terminated.

21. Insurance & Liability

- A. The Licensee shall maintain one million dollars (\$1,000,000.00) of liability insurance on the Subject Property with an insurance company acceptable to the Licensor. Licensee shall purchase insurance with said company naming the Licensor as additional insured on the liability policy. Proof of such coverage must be on file with the Licensor on or before March 31, 2022. Failure to submit such proof by this date may terminate this License. Policy must cover all contractors hired by the Licensee to apply soil amendments, pesticides, or for other purposes, or the contractor must provide proof of insurance for the above referenced amount.
- B. Licensee shall obtain and maintain, at the Licensee's expense, appropriate and adequate insurance coverage for the Licensee's personal property in amounts determined by the Licensee to be adequate. Licensee shall provide a copy of all insurance policies to Licensor upon request of Licensor.
- C. Licensee shall hold harmless, indemnify, and defend the Licensor, its Commissioners, Officers, Agents, Attorneys and Employees against any and all losses, expenses, claims, costs, causes and damages, including without limitation litigation costs and attorneys' fees, on account of (a) any failure on the part of the Licensee to perform or comply with any terms or conditions of this Agreement, or (b) any personal injuries or death or damages to property arising from, occurring, growing out of, incident to, or resulting directly or indirectly from the grant of this License or the use of the Subject Property or the structures by Licensee. The provisions of this section shall be in addition to, and shall not be limited by, the amounts of any insurance provided by Licensee pursuant to this Agreement.

22. This License is not assignable or transferable to any person, company, or corporation, in whole or in part.

23. It is mutually agreed that the Licensee is an independent contractor, not subject to the control of the Licensor and is not an employee of the Licensor.

24. Licensee shall, and without any charge to District, keep the Subject Property free of any and all liens against the Subject Property in favor of any person whatsoever for or by reason of any equipment, material, supplies or other item furnished, labor performed or other thing done in connection with Licensee's use or occupancy of the Subject Property (a "Lien"). If the Subject Property becomes encumbered with any Lien, Licensor may, at Licensor's option, terminate this Agreement or direct Licensee to remove any such lien from the subject property. Licensee shall remove such Lien promptly and, in any event, not later than five (5) days after being directed to do so in writing by District. District shall have the right to remove or satisfy any Lien upon the Subject Property at any time with or without notice to Licensee, and shall be reimbursed by Licensee within ten (10) days after such amount is incurred, any amount that District incurs to remove or satisfy the Lien, including the costs, expenses, attorneys' fees, and administrative expenses incurred by District in connection therewith or by reason thereof.

25. Licensee shall give all notices, pay all fees, and take all other action that may be necessary to ensure that all activities on the Subject Property are provided, performed, and completed in accordance with all applicable laws, statutes, rules, regulations, ordinances, and requirements, and all required governmental permits, licenses or other approvals and authorizations that may be required in connection with providing, performing, and completing such activities.

26. This Agreement shall be interpreted and enforced under the laws of the State of Illinois and the parties agree that the venue for any legal proceeding between them shall be Kendall County, Twenty-third Judicial Circuit, State of Illinois.

27. In any action with respect to this Agreement, the parties are free to pursue any legal remedies at law or in equity. The prevailing party by 75% or more of damages sought, in any action brought pursuant to this Agreement shall be entitled to reasonable attorneys' fees and court costs arising out of any action or claim to enforce the provisions of this Agreement.

28. If any provision of this Agreement shall be held invalid, the validity of any other provision of this Agreement that can be given effect without such invalid provision shall not be affected thereby. The waiver of one breach of any term, condition, covenant or obligation of this Agreement shall not be considered to be a waiver of that or any other term, condition, covenant or obligation or of any subsequent breach thereof.

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

Licensor - Kendall County Forest Preserve District

By: \_\_\_\_\_  
Brian DeBolt, President

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

Licensee:

By: \_\_\_\_\_  
Mark Mathre, Farm Operator

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

By: \_\_\_\_\_  
Tom Mathre, Farm Operator

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



## Exhibit A

### Flexible Rate Calculation Example

For the following values for a 100 acre site with a base rent of \$200 per acre:

Average grain price = Corn \$5 per bushel

Basis = \$0.30 per bushel

Yield = 200 bushels per acre x 100 acres = 20,000 bushels

Crop Insurance = 0

Base Rent = 100 acres x \$200 per acre = \$20,000

$$(((\text{Average Grain Price} - \text{Basis}) \times \text{Yield}) + \text{Crop Insurance}) \times 33.33\% - \text{Base Rent}$$

$$(((\$5 - \$0.30) \times 20,000) + 0) \times 33.33\% - \$20,000 = \$11,330.20$$

The base rate amount is due May 31.

The flexible rate amount is due December 31.

**FARM LICENSE AGREEMENT #24-02-004**

**Henneberry Property**

AGREEMENT made this 20<sup>TH</sup> day of February, 2024 between the KENDALL COUNTY FOREST PRESERVE DISTRICT, a Body Corporate and Politic, 110 West Madison Street, Yorkville, IL, 60560, Licensor, and, Albert Collins, Jr. of 9555 Ament Road, Yorkville, IL 60560, Licensee, including all heirs and assigns.

WHEREAS, the Licensor is the owner of certain lands situated in the County of Kendall, Township of Na-Au-Say and State of Illinois described as:

PIN#: 06-06-400-003, 06-06-496-003, 06-06-497-001, 06-06-497-002

WHEREAS, Licensee desires to use the above-described real estate, for farming purposes with the structures utilized for the storage of crops and farm implements, and Licensor desires to have the real estate farmed.

WHEREAS, both Licensee and Licensor hereby agree that there are 51.5 tillable acres suitable for row crops on the above referenced parcels, these tillable acres hereinafter referred to as the 'Subject Property'; and the Licensor hereby grants to the Licensee a farm License in exchange for the following goods, services, and considerations, submitted as a use fee for a term of one (1) year, beginning on February 21, 2024, and ending on December 31, 2024 subject to the conditions and limitations hereinafter mentioned.

Licensee shall pay Licensor a Base Rate of \$180.00 per tillable acre for the License year. The Base Rate shall be payable no later than May 31, 2024, and Licensee agrees that failure to pay by this date may terminate this License.

Crop Insurance shall be any funds from a multi-peril or crop hail claim on the Subject Property collected by the Licensee, less the premiums paid on such policy(s).

NOW, THEREFORE, in consideration of the grants, covenants, and conditions of this Agreement, IT IS HEREBY AGREED AS FOLLOWS:

1. The proceeding introductory language is made a part hereof and incorporated herein.
2. This Agreement grants only a contractual license to use the Subject Property under the terms and conditions state above. Further, the rights granted by District herein shall vest only in Licensee and no such rights shall vest in any of Licensee's employees, agents, subcontractors or partners, if any. Nothing in this Agreement shall be construed to convey to Licensee any legal or equitable interest in the Subject Property.
3. Licensor makes no claims as to the tax status of the Subject Property. In the event the Subject Property should be assessed and taxed pursuant to the process outlined in 35 ILCS 205/19, it shall be the obligation of the Licensee to pay such taxes as are incurred during the term of this license. In the event the Subject Property becomes taxable at any time during the term of

this License, Licensee shall be required to pay those taxes that are incurred during the term of this License. At the termination of this Agreement, Licensee shall pay tax incurred during the term of this license, though not yet due and owing. Where taxes have yet to be determined, Licensee shall pay the estimated taxes based on 100% of the previous year's taxes. Any such taxes shall be prorated as needed.

4. The Licensor agrees that the Licensee may, without further license on the part of the Licensor, use the Subject Property for the purpose of farming the land. If there are highly erodible soils on the Subject Property, the Licensee is responsible for maintaining the soil according to the methods adopted in Licensee's farming plan approved by the Kendall County Soil and Water Conservation District. Said report must be submitted to the Licensor on or before ground breaking on the first year covered by this License. Failure to submit this report by this date may terminate this License.

5. The Licensee has inspected the Subject Property and structures prior to signing this Agreement and accepts the conditions of these "as is."

6. The Licensee agrees to farm the Subject Property in a husband-like manner, utilizing conservation tillage methods.

7. Licensee shall keep and provide to the Licensor the following records:

- A. Soil Samples – The Licensee shall conduct annual soil testing (2.5 acre grid), with such costs split evenly with the Licensor. Soil test results shall be due to the Licensor by December 31, 2024. The Licensee shall apply the minimum amount of fertilizer required to maintain the soil fertility at:
  - i. For corn, P (phosphorus) shall be maintained at 80 pounds per acre and K (potassium) shall be maintained at 50 pounds per acre.
  - ii. For soybeans, P (phosphorus) shall be maintained at 50 pounds per acre and K (potassium) shall be maintained at 75 pounds per acre.
- B. Global Positioning System data of crops and yields harvested.
- C. Fertilizers and rates applied.
- D. Pesticide applications, including dates of applications, types and amounts of pesticide used, fields treated, and the identity of the applicator for each application.

8. Fertilizer replacement of P (phosphorus) and K (potassium) will be calculated using crop removal method as outlined in the Illinois Agronomy Handbook. Replacement of P and K for a crop year calculated on total nutrient removal per tillable acre and applied at the Licensee's expense for product and application. No carry over credit will be allowed from previous year's application.

9. If Licensee applies limestone to the Subject Property, the cost of the limestone will be depreciated at 25% annually. If the Licensee farms the Subject Property for a period less than four (4) years, the Licensor will reimburse the Licensee for the cost of the limestone less the total annual depreciation. Lime shall be applied when less than 6.2.

10. The Licensee shall deliver and sell the crop yield to no buyers other than those listed below without the written approval of the Licensor.

A. \_\_\_\_\_

- B. \_\_\_\_\_
- C. \_\_\_\_\_

11. It is agreed that the tillable land on this farm should be devoted to row crops. The Licensor may require an un-tilled buffer a minimum of 10 feet from certain woodlands or waterways. This buffer shall be planted with a cover crop by the Licensee at the inception of this Licensee with a seed mix approved by Licensor. Licensor shall provide map to Licensee showing buffer areas to be planted.

12. Pesticide Use

- A. Licensee shall, and shall cause all other persons working on the Subject Property, to follow all label instructions of any pesticides used on the Subject Property. Upon signing this Agreement, Licensee shall supply Licensor with a copy of a valid State of Illinois pesticide applicator's license for each person who will be applying pesticide on the Subject Property during the term of this Agreement. If any such licenses expire during the term of this Agreement, Licensee shall be responsible for obtaining a renewal or new license to replace such an expired license and shall promptly provide Licensor with a copy thereof.
- B. No pesticides shall be stored on the Subject Property unless they are in original, labeled containers, and then only during the period during which such pesticide is applied, which shall not exceed ten (10) days.
- C. Licensee shall provide Licensor with a record of pesticide applications, including dates of applications, types and amounts of pesticide used, fields treated, and the identity of the applicator for each application.
- D. Licensee is responsible, at the Licensee's sole expense, to repair any damage done to native vegetation due to pesticide drift and to repair rutting caused by farm equipment in non-tilled areas owned by the Licensor.

13. Licensee shall comply with all federal, state, and local laws, ordinances, rules and regulations that regulate, restrict or prohibit any material defined therein as a hazardous, radioactive, toxic or carcinogenic material, substance, pollutant, or contaminant when using such materials on the Subject Property.

14. The Licensee agrees to take care of the Subject Property, not to alter or change the physical landscape of the Subject Property and to farm and to maintain improvements in a careful and prudent manner.

15. Upon termination of this Agreement, Licensor may request the Licensee to provide services associated with restoration of the Subject Property. Such services may include plowing, herbiciding, tilling, seeding, and maintenance mowing.

16. Licensor reserves the right to enter upon said land to inspect, make improvements thereon, and for any and all lawful purposes arising from the ownership of the land so long as it does not interfere with the rights of the Licensee, as provided in this License.

17. The Licensee agrees that this License is purely a personal license to use the Subject Property for farming purposes. The Licensor may terminate this Agreement at any time and for any reason by giving thirty (30) days notice in writing to that effect to the Licensee. In the event

of any termination, Licensor shall pay the Licensee for planted but unharvested crops on the Subject Property on the basis of average county yield and unit price, based on available County data. Fertilizer and pesticide costs for planted but unharvested crops on the Subject Property shall be reimbursed, provided that the Licensee provides fertilizer and pesticide receipts for these costs. Other than amount for planted but unharvested crops, fertilizer and pesticide costs, as provided in this section, Licensee hereby waives its rights to request or seek any other amount from Licensor in the event the License granted herein is terminated.

18. Insurance & Liability

- A. The Licensee shall maintain one million dollars (\$1,000,000.00) of liability insurance on the Subject Property with an insurance company acceptable to the Licensor. Licensee shall purchase insurance with said company naming the Licensor as additional insured on the liability policy. Proof of such coverage must be on file with the Licensor on or before March 31, 2022. Failure to submit such proof by this date may terminate this License. Policy must cover all contractors hired by the Licensee to apply soil amendments, pesticides, or for other purposes, or the contractor must provide proof of insurance for the above referenced amount.
- B. Licensee shall obtain and maintain, at the Licensee's expense, appropriate and adequate insurance coverage for the Licensee's personal property in amounts determined by the Licensee to be adequate. Licensee shall provide a copy of all insurance policies to Licensor upon request of Licensor.
- C. Licensee shall hold harmless, indemnify, and defend the Licensor, its Commissioners, Officers, Agents, Attorneys and Employees against any and all losses, expenses, claims, costs, causes and damages, including without limitation litigation costs and attorneys' fees, on account of (a) any failure on the part of the Licensee to perform or comply with any terms or conditions of this Agreement, or (b) any personal injuries or death or damages to property arising from, occurring, growing out of, incident to, or resulting directly or indirectly from the grant of this License or the use of the Subject Property or the structures by Licensee. The provisions of this section shall be in addition to, and shall not be limited by, the amounts of any insurance provided by Licensee pursuant to this Agreement.

19. This License is not assignable or transferable to any person, company, or corporation, in whole or in part.

20. It is mutually agreed that the Licensee is an independent contractor, not subject to the control of the Licensor and is not an employee of the Licensor.

21. Licensee shall, and without any charge to District, keep the Subject Property free of any and all liens against the Subject Property in favor of any person whatsoever for or by reason of any equipment, material, supplies or other item furnished, labor performed or other thing done in connection with Licensee's use or occupancy of the Subject Property (a "Lien"). If the Subject Property becomes encumbered with any Lien, Licensor may, at Licensor's option, terminate this Agreement or direct Licensee to remove any such lien from the subject property. Licensee shall remove such Lien promptly and, in any event, not later than five (5) days after being directed to do so in writing by District. District shall have the right to remove or satisfy any Lien upon the Subject Property at any time with or without notice to Licensee, and shall be reimbursed by Licensee within ten (10) days after such amount is incurred, any amount that District incurs to

remove or satisfy the Lien, including the costs, expenses, attorneys' fees, and administrative expenses incurred by District in connection therewith or by reason thereof.

22. Licensee shall give all notices, pay all fees, and take all other action that may be necessary to ensure that all activities on the Subject Property are provided, performed, and completed in accordance with all applicable laws, statutes, rules, regulations, ordinances, and requirements, and all required governmental permits, licenses or other approvals and authorizations that may be required in connection with providing, performing, and completing such activities.

23. This Agreement shall be interpreted and enforced under the laws of the State of Illinois and the parties agree that the venue for any legal proceeding between them shall be Kendall County, Twenty-third Judicial Circuit, State of Illinois.

24. In any action with respect to this Agreement, the parties are free to pursue any legal remedies at law or in equity. The prevailing party by 75% or more of damages sought, in any action brought pursuant to this Agreement shall be entitled to reasonable attorneys' fees and court costs arising out of any action or claim to enforce the provisions of this Agreement.

25. If any provision of this Agreement shall be held invalid, the validity of any other provision of this Agreement that can be given effect without such invalid provision shall not be affected thereby. The waiver of one breach of any term, condition, covenant or obligation of this Agreement shall not be considered to be a waiver of that or any other term, condition, covenant or obligation or of any subsequent breach thereof.

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

Licensors: Kendall County Forest Preserve District

By: \_\_\_\_\_  
Brian DeBolt, President

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

Licensee:

By: \_\_\_\_\_  
Albert Collins, Jr. Farm Operator

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

**FARM LICENSE AGREEMENT #24-02-005**

**Henneberry Property**

AGREEMENT made this 20<sup>TH</sup> day of February, 2024 between the KENDALL COUNTY FOREST PRESERVE DISTRICT (hereinafter “Licensor”), a Body Corporate and Politic, 110 West Madison Street, Yorkville, IL, 60560, and the Licensees, Maurice and Chris Ormiston of 2028 Post Street, Ottawa, IL 61350, including all heirs and assigns.

WHEREAS, the Licensor is the owner of certain lands situated in the County of Kendall, Township of Na-Au-Say and State of Illinois described as:

PIN#s: 06-06-400-003

WHEREAS, Licensee desires to use a portion of the above-described real estate for farming purposes, and Licensor desires to have the real estate farmed.

WHEREAS, both Licensee and Licensor hereby agree that there are 3.75 tillable acres suitable for row crops on the above referenced parcels, these tillable acres hereinafter referred to as the ‘Subject Property’; and the Licensor hereby grants to the Licensee a farm License in exchange for the following goods, services, and considerations, submitted as a use fee for a term of one (1) year, beginning on February 21, 2024, and ending on December 31, 2024 subject to the conditions and limitations hereinafter mentioned.

Licensee shall pay Licensor a Base Rate of \$100 per tillable acre for the License year. The Base Rate shall be payable no later than May 30, 2024, and Licensee agrees that failure to pay by this date may terminate this License.

NOW, THEREFORE, in consideration of the grants, covenants, and conditions of this Agreement, IT IS HEREBY AGREED AS FOLLOWS:

1. The proceeding introductory language is made a part hereof and incorporated herein.
2. This Agreement grants only a contractual license to use the Subject Property under the terms and conditions state above. Further, the rights granted by District herein shall vest only in Licensee and no such rights shall vest in any of Licensee’s employees, agents, subcontractors or partners, if any. Nothing in this Agreement shall be construed to convey to Licensee any legal or equitable interest in the Subject Property.
3. Licensor makes no claims as to the tax status of the Subject Property. In the event the Subject Property should be assessed and taxed pursuant to the process outlined in 35 ILCS 205/19, it shall be the obligation of the Licensee to pay such taxes as are incurred during the term of this license. In the event the Subject Property becomes taxable at any time during the term of this License, Licensee shall be required to pay those taxes that are incurred during the term of this License. At the termination of this Agreement, Licensee shall pay tax incurred during the term of this license, though not yet due and owing. Where taxes have yet to be determined, Licensee shall pay the estimated taxes based on 100% of the previous year’s taxes. Any such taxes shall be prorated as needed.



4. The Licensor agrees that the Licensee may, without further license on the part of the Licensor, use the Subject Property for the purpose of farming the land. If there are highly erodible soils on the Subject Property, the Licensee is responsible for maintaining the soil according to the methods adopted in Licensee's farming plan approved by the Kendall County Soil and Water Conservation District. Said report must be submitted to the Licensor on or before ground breaking on the first year covered by this License. Failure to submit this report by this date may terminate this License.

5. The Licensee has inspected the Subject Property and structures prior to signing this Agreement and accepts the conditions of these "as is."

6. The Licensee agrees to farm the Subject Property in a husband-like manner, utilizing conservation tillage methods.

7. Licensee shall keep and provide to the Licensor the following records:

- A. Soil Samples – The Licensee shall conduct annual soil testing (2.5 acre grid), with such costs split evenly with the Licensor. Soil test results shall be due to the Licensor by December 30, 2024. The Licensee shall apply the minimum amount of fertilizer required to maintain the soil fertility at:
  - i. For corn, P (phosphorus) shall be maintained at 80 pounds per acre and K (potassium) shall be maintained at 50 pounds per acre.
  - ii. For soybeans, P (phosphorus) shall be maintained at 50 pounds per acre and K (potassium) shall be maintained at 75 pounds per acre.
- B. Global Positioning System data of crops and yields harvested.
- C. Fertilizers and rates applied.
- D. Pesticide applications, including dates of applications, types and amounts of pesticide used, fields treated, and the identity of the applicator for each application.

8. Fertilizer replacement of P (phosphorus) and K (potassium) will be calculated using crop removal method as outlined in the Illinois Agronomy Handbook. Replacement of P and K for a crop year calculated on total nutrient removal per tillable acre and applied at the Licensee's expense for product and application. No carry over credit will be allowed from previous year's application.

9. If Licensee applies limestone to the Subject Property, the cost of the limestone will be depreciated at 25% annually. If the Licensee farms the Subject Property for a period less than four (4) years, the Licensor will reimburse the Licensee for the cost of the limestone less the total annual depreciation. Lime shall be applied when less than 6.2.

10. The Licensee shall deliver and sell the crop yield to no buyers other than those listed below without the written approval of the Licensor.

- A. \_\_\_\_\_
- B. \_\_\_\_\_
- C. \_\_\_\_\_

11. It is agreed that the tillable land on this farm should be devoted to row crops. The Licensor may require an un-tilled buffer a minimum of 10 feet from certain woodlands or

waterways. This buffer shall be planted with a cover crop by the Licensee at the inception of this Licensee with a seed mix approved by Licensor. Licensor shall provide map to Licensee showing buffer areas to be planted.

12. Pesticide Use

- A. Licensee shall, and shall cause all other persons working on the Subject Property, to follow all label instructions of any pesticides used on the Subject Property. Upon signing this Agreement, Licensee shall supply Licensor with a copy of a valid State of Illinois pesticide applicator's license for each person who will be applying pesticide on the Subject Property during the term of this Agreement. If any such licenses expire during the term of this Agreement, Licensee shall be responsible for obtaining a renewal or new license to replace such an expired license and shall promptly provide Licensor with a copy thereof.
- B. No pesticides shall be stored on the Subject Property unless they are in original, labeled containers, and then only during the period during which such pesticide is applied, which shall not exceed ten (10) days.
- C. Licensee shall provide Licensor with a record of pesticide applications, including dates of applications, types and amounts of pesticide used, fields treated, and the identity of the applicator for each application.
- D. Licensee is responsible, at the Licensee's sole expense, to repair any damage done to native vegetation due to pesticide drift and to repair rutting caused by farm equipment in non-tilled areas owned by the Licensor.

13. Licensee shall comply with all federal, state, and local laws, ordinances, rules and regulations that regulate, restrict or prohibit any material defined therein as a hazardous, radioactive, toxic or carcinogenic material, substance, pollutant, or contaminant when using such materials on the Subject Property.

14. The Licensee agrees to take care of the Subject Property, not to alter or change the physical landscape of the Subject Property and to farm and to maintain improvements in a careful and prudent manner.

15. Upon termination of this Agreement, Licensor may request the Licensee to provide services associated with restoration of the Subject Property. Such services may include plowing, herbiciding, tilling, seeding, and maintenance mowing.

16. Licensor reserves the right to enter upon said land to inspect, make improvements thereon, and for any and all lawful purposes arising from the ownership of the land so long as it does not interfere with the rights of the Licensee, as provided in this License.

17. The Licensee agrees that this License is purely a personal license to use the Subject Property for farming purposes. The Licensor may terminate this Agreement at any time and for any reason by giving thirty (30) days notice in writing to that effect to the Licensee. In the event of any termination, Licensor shall pay the Licensee for planted but unharvested crops on the Subject Property on the basis of average county yield and unit price, based on available County data. Fertilizer and pesticide costs for planted but unharvested crops on the Subject Property shall be reimbursed, provided that the Licensee provides fertilizer and pesticide receipts for these costs. Other than amount for planted but unharvested crops, fertilizer and pesticide costs, as

provided in this section, Licensee hereby waives its rights to request or seek any other amount from Licensor in the event the License granted herein is terminated.

18. Insurance & Liability

- A. The Licensee shall maintain one million dollars (\$1,000,000.00) of liability insurance on the Subject Property with an insurance company acceptable to the Licensor. Licensee shall purchase insurance with said company naming the Licensor as additional insured on the liability policy. Proof of such coverage must be on file with the Licensor on or before March 31st of the year of the License. Failure to submit such proof by this date may terminate this License. Policy must cover all contractors hired by the Licensee to apply soil amendments, pesticides, or for other purposes, or the contractor must provide proof of insurance for the above referenced amount.
- B. Licensee shall obtain and maintain, at the Licensee's expense, appropriate and adequate insurance coverage for the Licensee's personal property in amounts determined by the Licensee to be adequate. Licensee shall provide a copy of all insurance policies to Licensor upon request of Licensor.
- C. Licensee shall hold harmless, indemnify, and defend the Licensor, its Commissioners, Officers, Agents, Attorneys and Employees against any and all losses, expenses, claims, costs, causes and damages, including without limitation litigation costs and attorneys' fees, on account of (a) any failure on the part of the Licensee to perform or comply with any terms or conditions of this Agreement, or (b) any personal injuries or death or damages to property arising from, occurring, growing out of, incident to, or resulting directly or indirectly from the grant of this License or the use of the Subject Property or the structures by Licensee. The provisions of this section shall be in addition to, and shall not be limited by, the amounts of any insurance provided by Licensee pursuant to this Agreement.

19. This License is not assignable or transferable to any person, company, or corporation, in whole or in part.

20. It is mutually agreed that the Licensee is an independent contractor, not subject to the control of the Licensor and is not an employee of the Licensor.

21. Licensee shall, and without any charge to District, keep the Subject Property free of any and all liens against the Subject Property in favor of any person whatsoever for or by reason of any equipment, material, supplies or other item furnished, labor performed or other thing done in connection with Licensee's use or occupancy of the Subject Property (a "Lien"). If the Subject Property becomes encumbered with any Lien, Licensor may, at Licensor's option, terminate this Agreement or direct Licensee to remove any such lien from the subject property. Licensee shall remove such Lien promptly and, in any event, not later than five (5) days after being directed to do so in writing by District. District shall have the right to remove or satisfy any Lien upon the Subject Property at any time with or without notice to Licensee, and shall be reimbursed by Licensee within ten (10) days after such amount is incurred, any amount that District incurs to remove or satisfy the Lien, including the costs, expenses, attorneys' fees, and administrative expenses incurred by District in connection therewith or by reason thereof.

22. Licensee shall give all notices, pay all fees, and take all other action that may be necessary to ensure that all activities on the Subject Property are provided, performed, and completed in

accordance with all applicable laws, statutes, rules, regulations, ordinances, and requirements, and all required governmental permits, licenses or other approvals and authorizations that may be required in connection with providing, performing, and completing such activities.

23. This Agreement shall be interpreted and enforced under the laws of the State of Illinois and the parties agree that the venue for any legal proceeding between them shall be Kendall County, Twenty-third Judicial Circuit, State of Illinois.

24. In any action with respect to this Agreement, the parties are free to pursue any legal remedies at law or in equity. The prevailing party by 75% or more of damages sought, in any action brought pursuant to this Agreement shall be entitled to reasonable attorneys' fees and court costs arising out of any action or claim to enforce the provisions of this Agreement.

25. If any provision of this Agreement shall be held invalid, the validity of any other provision of this Agreement that can be given effect without such invalid provision shall not be affected thereby. The waiver of one breach of any term, condition, covenant or obligation of this Agreement shall not be considered to be a waiver of that or any other term, condition, covenant or obligation or of any subsequent breach thereof.

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

Licensor: Kendall County Forest Preserve District

By: \_\_\_\_\_  
Brian DeBolt, President

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

Licensees:

By: \_\_\_\_\_  
Maurice Ormiston, Jr.

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

By: \_\_\_\_\_  
Chris Ormiston

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

**LICENSE AGREEMENT #24-02-006**

**Little Rock Creek Forest Preserve Property – Farm Storage Shed**

AGREEMENT made this 20<sup>TH</sup> day of February, 2024 between the KENDALL COUNTY FOREST PRESERVE DISTRICT (hereinafter “Licensor”), a Body Corporate and Politic, 110 West Madison Street, Yorkville, IL, 60560, and the Licensee, Tom Anderson of 628 Rustic Rook Drive, Somonauk, IL 60552, including all heirs and assigns.

WHEREAS, the Licensor is the owner of certain lands situated in the County of Kendall, Township of Little Rock Creek and State of Illinois described as:

PIN#s: 01-33-400-006 (full)

WHEREAS, Licensee desires to utilize the metal storage shed and approaches located on the above-described real estate for farming equipment storage, and Licensor desires to receive intermittent support from the farm operator to maintain the recently restored areas at Little Rock Creek Forest Preserve.

WHEREAS, both Licensee and Licensor hereby agree that there is a metal storage shed located on the above referenced parcels, hereinafter referred to as the ‘Subject Property’; and the Licensor hereby grants to the Licensee a license in exchange for the following goods, services, and considerations, submitted as a use fee for a term of one (1) year, beginning on March 21, 2024, and ending on March 19, 2025 subject to the conditions and limitations hereinafter mentioned, with the fee for the use of the farm equipment storage building located along Burr Oak Road on parcel 01-33-400-006 beginning on March 21, 2024 and ending on March 19, 2025.

WHEREAS, Licensee shall pay Licensor a License Payment of \$100 per month for the License year payable in advance.

The non-refundable License payment in full shall be payable no later than May 31, 2024, and Licensee agrees that failure to pay by this date may terminate this License.

NOW, THEREFORE, in consideration of the grants, covenants, and conditions of this Agreement, IT IS HEREBY AGREED AS FOLLOWS:

1. The proceeding introductory language is made a part hereof and incorporated herein.
2. This Agreement grants only a contractual license to use the Subject Property under the terms and conditions state above. Further, the rights granted by District herein shall vest only in Licensee and no such rights shall vest in any of Licensee’s employees, agents, subcontractors or partners, if any. Nothing in this Agreement shall be construed to convey to Licensee any legal or equitable interest in the Subject Property.
3. The Licensor agrees that the Licensee may, without further license on the part of the Licensor, use the Subject Property for the purpose of storage of farm equipment.

4. The Licensee has inspected the Subject Property and structures prior to signing this Agreement and accepts the conditions of these “as is.”
5. The Licensee agrees to maintain the Subject Property approaches and shed, including addressing any required maintenance needs to keep the shed doors in good working order during the term of the license.
6. No pesticides shall be stored on the Subject Property.
12. Licensee shall comply with all federal, state, and local laws, ordinances, rules and regulations.
13. The Licensee agrees to take care of the Subject Property, not to alter or change the physical landscape of the Subject Property and to farm and to maintain improvements in a careful and prudent manner.
14. Upon termination of this Agreement, Licensors may request the Licensee to provide services associated with restoration of the Subject Property, including conservation lands. Such services may include plowing, herbiciding, tilling, seeding, and maintenance mowing.
15. Licensors reserves the right to enter upon said land to inspect, make improvements thereon, and for any and all lawful purposes arising from the ownership of the land so long as it does not interfere with the rights of the Licensee, as provided in this License.
16. The Licensee agrees that this License is purely a personal license to use the Subject Property for farming purposes. The Licensors may terminate this Agreement at any time and for any reason by giving thirty (30) days notice in writing to that effect to the Licensee. In the event of any termination, Licensors shall not be entitled to the recovery of any portion of the the Licensee fee paid. Licensee hereby waives its rights to request or seek any other amount from Licensors in the event the License granted herein is terminated.
17. Insurance & Liability
  - A. The Licensee shall maintain one million dollars (\$1,000,000.00) of liability insurance on the Subject Property with an insurance company acceptable to the Licensors. Licensee shall purchase insurance with said company naming the Licensors as additional insured on the liability policy. Proof of such coverage must be on file with the Licensors on or before March 31st of the License year. Failure to submit such proof by this date may terminate this License. Policy must cover all contractors hired by the Licensee to apply soil amendments, pesticides, or for other purposes, or the contractor must provide proof of insurance for the above referenced amount.
  - B. Licensee shall obtain and maintain, at the Licensee’s expense, appropriate and adequate insurance coverage for the Licensee’s personal property in amounts determined by the Licensee to be adequate. Licensee shall provide a copy of all insurance policies to Licensors upon request of Licensors.
  - C. Licensee shall hold harmless, indemnify, and defend the Licensors, its Commissioners, Officers, Agents, Attorneys and Employees against any and all losses, expenses, claims, costs, causes and damages, including without limitation litigation costs and attorneys’ fees, on account of (a) any failure on the part of the Licensee to perform or comply with

any terms or conditions of this Agreement, or (b) any personal injuries or death or damages to property arising from, occurring, growing out of, incident to, or resulting directly or indirectly from the grant of this License or the use of the Subject Property or the structures by Licensee. The provisions of this section shall be in addition to, and shall not be limited by, the amounts of any insurance provided by Licensee pursuant to this Agreement.

18. This License is not assignable or transferable to any person, company, or corporation, in whole or in part.

19. It is mutually agreed that the Licensee is an independent contractor, not subject to the control of the Licensor and is not an employee of the Licensor.

20. Licensee shall, and without any charge to District, keep the Subject Property free of any and all liens against the Subject Property in favor of any person whatsoever for or by reason of any equipment, material, supplies or other item furnished, labor performed or other thing done in connection with Licensee's use or occupancy of the Subject Property (a "Lien"). If the Subject Property becomes encumbered with any Lien, Licensor may, at Licensor's option, terminate this Agreement or direct Licensee to remove any such lien from the subject property. Licensee shall remove such Lien promptly and, in any event, not later than five (5) days after being directed to do so in writing by District. District shall have the right to remove or satisfy any Lien upon the Subject Property at any time with or without notice to Licensee, and shall be reimbursed by Licensee within ten (10) days after such amount is incurred, any amount that District incurs to remove or satisfy the Lien, including the costs, expenses, attorneys' fees, and administrative expenses incurred by District in connection therewith or by reason thereof.

21. Licensee shall give all notices, pay all fees, and take all other action that may be necessary to ensure that all activities on the Subject Property are provided, performed, and completed in accordance with all applicable laws, statutes, rules, regulations, ordinances, and requirements, and all required governmental permits, licenses or other approvals and authorizations that may be required in connection with providing, performing, and completing such activities.

22. This Agreement shall be interpreted and enforced under the laws of the State of Illinois and the parties agree that the venue for any legal proceeding between them shall be Kendall County, Twenty-third Judicial Circuit, State of Illinois.

23. In any action with respect to this Agreement, the parties are free to pursue any legal remedies at law or in equity. The prevailing party by 75% or more of damages sought, in any action brought pursuant to this Agreement shall be entitled to reasonable attorneys' fees and court costs arising out of any action or claim to enforce the provisions of this Agreement.

24. If any provision of this Agreement shall be held invalid, the validity of any other provision of this Agreement that can be given effect without such invalid provision shall not be affected thereby. The waiver of one breach of any term, condition, covenant or obligation of this Agreement shall not be considered to be a waiver of that or any other term, condition, covenant or obligation or of any subsequent breach thereof.



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

Licensor: Kendall County Forest Preserve District

By: \_\_\_\_\_  
Brian DeBolt, President

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

Licensees:

By: \_\_\_\_\_  
Tom Anderson

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

**KENDALL COUNTY FOREST PRESERVE DISTRICT  
PUBLIC HEARING**

**RECREATIONAL TRAILS PROGRAM AREA  
HOOVER FOREST PRESERVE AND FOX RIVER BLUFFS FOREST PRESERVE  
PROPOSED MULTI-USE TRAIL CONNECTION**

**THURSDAY, FEBRUARY 8, 2024  
5:30 P.M. TO 7:00 PM**

**KENDALL COUNTY HISTORIC COURTHOUSE  
KENDALL COUNTY FOREST PRESERVE DISTRICT ADMINISTRATIVE OFFICE  
110 W. MADISON STREET  
("LAWS OF NATURE" CENTER ROOM)  
YORKVILLE IL 60560**

- I. 5:30 PM - Opening of Public Hearing
- II. Overview of Proposed Phased Plans and Costs
- III. Public Comments
- IV. 7:30 PM - Adjournment

**PUBLISHED PUBLIC NOTICE**

*The Kendall County Forest Preserve District will hold a public hearing on Thursday, February 8, 2024, from 5:30 PM to 7:00 PM at the Kendall County Forest Preserve District Administrative Offices located in the Historic Courthouse, 110 W. Madison Street, Yorkville, Illinois 60560 to discuss the District's intent to apply for a grant with the Illinois Department of Natural Resources to develop a Recreational Trails Program Area including a connecting linear trail between Hoover and Fox River Bluffs Forest Preserves - south of the Fox River adjacent to Eldamain Road. Written and verbal public input is requested. If unable to attend the public meeting, residents may send written comments to David Guritz, Executive Advisor at the address above, or email the District at [kcforest@kendallcountyil.gov](mailto:kcforest@kendallcountyil.gov). The Historic Courthouse is an accessible location.*

(Kendall County Record - Feb. 1, 2024) 2139045

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**PUBLIC NOTICE**

The Kendall County Forest Preserve District will hold a public hearing on Thursday, February 8, 2024, from 5:30 PM to 7:00 PM at the Kendall County Forest Preserve District Administrative Offices located in the Historic Courthouse, 110 W. Madison Street, Yorkville, Illinois 60560 to discuss the District's intent to apply for a grant with the Illinois Department of Natural Resources to develop a Recreational Trails Program Area including a connecting linear trail between Hoover and Fox River Bluffs Forest Preserves - south of the Fox River adjacent to Eldamain Road. Written and verbal public input is requested. If unable to attend the public meeting, residents may send written comments to David Guritz, Executive Advisor at the address above, or email the District at [kcforest@kendallcountyl.gov](mailto:kcforest@kendallcountyl.gov). The Historic Courthouse is an accessible location.  
(Kendall County Record  
Feb. 1, 2024) 2139045

POPULAR

# Forest Preserve to hold Hearing; Plans to link Hoover to Silver Springs Trails

WSPYNEWS Feb 5, 2024 Updated Feb 7, 2024 [Click Here to submit a News Tip or Story](#)

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The Kendall County Forest Preserve is seeking public comment at grant hearings this week to expand the hiking, biking, and horse riding trails from Hoover forest preserve along the Fox River to the Fox River Bluffs and Subat forest preserves down river. The two separate preserves and trail paths lie on separate sides of the new Eldamain Road Bridge across the Fox River and would be united if grant money is awarded to the project from grants overseen by the Illinois Department of Natural Resources.

The public is invited to make comments at the public hearing this Thursday from 5:30- 7:00pm at the Historic Courthouse in Yorkville. Residents may also send written comments to [kcforest@kendallcountyil.gov](mailto:kcforest@kendallcountyil.gov)

Financially, the project total cost is estimated by Upland Design of Plainfield to be \$384,000. The forest preserve is looking to fund the project with grants at a combined grant sum of \$389,000, comprising a \$200,000 RTP grant and a \$189,000 KC-TAP grant. However, given the scope of the project and potential cost projections, it may be necessary to implement the trail development in two phases.

The RTP grant, overseen by the Illinois Department of Natural Resources and backed by federal statutes, mandates a public hearing to gather community input on the new trail proposal.

Executive Director of the Kendall County Forest Preserve David Guritz said the five year plan for trails at the forest preserve envisions connecting Silver Springs trails to Hoover, Subat, and Fox River Bluffs Preserves.



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## Local News

- Public hearing Thursday night  
Forest Preserve grant applica...



POPULAR

# Public hearing Thursday night on Kendall County Forest Preserve grant application

Rick Koshko Feb 8, 2024 Updated 4 hrs ago [Click Here to submit a News Tip or Story](#)

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Kendall County Historic Courthouse

f X e i u

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A public hearing this evening at the Kendall County Historic Courthouse will be about a proposed trail project to connect three forest preserves.

The county has a \$600,000 state grant and \$800,000 from the Subat family for work at the preserve named for them. Forest Preserve District Executive Advisor David Guritz says the county's asking for \$200,000 more.

**Orchard Valley DENTAL**

**Invisalign**  
Misaligned/Crooked Teeth  
Overbite/Underbite

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0:00 / 0:00

That hearing will be from 5:30 to seven.

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## Local News

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- Scholarships available Department
- 75th District State Rep trafficking
- National and local act
- Sandwich Class of 20
- Act One: Sandwich Op million
- Early voting starts tod
- Public hearing Thursd. Forest Preserve grant

**KENDALL COUNTY FOREST PRESERVE DISTRICT  
PUBLIC HEARING**

**RECREATIONAL TRAILS PROGRAM AREA  
HOOVER FOREST PRESERVE AND FOX RIVER BLUFFS FOREST PRESERVE  
PROPOSED MULTI-USE TRAIL CONNECTION**

**FEBRUARY 8, 2024**

**MINUTES**

**I. 5:30 PM - Opening of Public Hearing**

The Public Hearing began at 5:30pm. In attendance were 12 members of the public; 3 Forest Preserve Staff including Antoinette White, Acting Director; David Guritz, Executive Advisor; and Stefanie Wiencke, Environmental Education and Public Outreach Manager; and Michelle Kelly, with Upland Design.

**II. Overview of Proposed Phased Plans and Costs**

Members of the public as well as the other attendees were provided an overview of the plans and costs of the Trail Project.

**III. Public Comments**

Members of the public gave written comments regarding the Trail Project and are summarized below.

- Kathryn Graves of Millington: “This looks like a great idea! I am looking forward to having it completed.”
- Jeff Wehrli of Oswego: “This is going to be a great project! It will be a challenge in certain spots, but those will be the most beautiful spots! Can’t wait!”
- Sarah Skilton of Oswego: “Love this idea! We are all excited!”
- Allen C. Close of Oswego: “The project looks like a great hiking trail to connect different forest preserve property to allow the public to safely enjoy these areas.”
- Scott Parkhurst of Yorkville: “Looks like a great plan!”
- Brian DeBolt: “I served as a fire captain for 12 years and the safety concerns are that we do not want pedestrians or horse trail riders to cross our new road and bridge that on certain days have over 2,000 cars and trucks pass. By placing the trail under the new bridge, it will connect Hoover and Bluffs together and if you cross the new bridge, you can go to the Subat Preserve, connecting three preserves together. Families can spend the day in Kendall County.
- Cherie Bond of Plano: “Kendall County Forest Preserve needs more horseback riding trails. I am excited by the connecting trail between Hoover and Fox River Bluffs Forest Preserve. I would be willing to help on this project in any way that is needed.”

Other members of the public communicated via email prior to the public hearing. Below is a summary of their comments.

- Sheila Trost of Minooka: “I have recently read through a brief article that is mentioning the possible connection of the Hoover and Silver Springs trails. I would 100% be in favor of this! I’ve enjoyed riding these areas over the last 30+ years and have always thought the trails should be connected, given the

location of each trail. I feel there's a lot of area to even expand both trails to accommodate riders and walkers. There are so few trails that accommodate horseback riding in the area. Many areas are more suitable for walking and bike riding. Kendall County, even with all of the subdivision growth, still remains an active horse community. Having designated horse trails offers a safe environment for the horse and rider to enjoy the outdoors!"

- Paula Frasz: "I am in enthusiastic support for expanding the horse trails along the river. Kendall County is a rural county and we residents would love to maintain its identity. I don't know of any other forest preserve where you can ride your horses along the Fox River. This makes our county very unique, and also a destination for riders in Kane, Lee, DuPage, LaSalle, and other counties. The current configuration of Hoover Nature Center has severely eliminated the horse trails there. Horses have very low impact on limestone trails and everywhere I ride, people always stop and pet the horses and talk to us. Community engagement is one of the goals of the forest preserve. This idea has my support!"
- Todd Volker of Ottawa: "I'm the author of The Complete Grand Illinois Trail Guidebook and I have spent many hours, and days, on trails. The Fox River Trail is among the very best in the state since the trail is well-built and passes close-up through so many beautiful riverine areas and so many beautiful downtowns. I've taken the Fox River Trail from Oswego to the Wisconsin State Line, since it meets up with the Long Prairie Trail on the way north. I'm also a longtime member of the Ottawa Plan Commission and I can attest that the City of Ottawa has a long recorded interest in extending, as it can, the Fox River Trail northward to Kendall County. Our city riverfront development plan incorporates the trail and trail extensions. Ottawa is where the Fox River meets the Illinois River. The recreational uses and the scenic beauty of the Fox River and its associated forest preserves are deeply important Kendall County resources. Much of the county's history is connected to the river. As a boy I lived next to the Illinois Prairie Path in Lombard, Illinois, and I wheeled along that trail all the time. I use the I&M Canal Trail much. I currently am working to connect the two state canal trails, the I&M and the Hennepin, with a 16-mile canal connector trail. I know something about trails, so I trust this meeting will understand that my remarks have a basis in practical knowledge. Trails take a great deal of time to sort through, time to make connections, and it takes vision to link together trail segments. Without question Kendall County is strengthened should Oswego be connected to Yorkville, and Yorkville connected to Silver Springs State Park. There would be a quick and genuine economic value to this to local business. We hope to see the Fox River enter La Salle County some day. National real estate statistics show that the introduction of a trail into residential areas does not increase crime. Instead, property values of adjacent neighborhoods go up in value. I have seen residential developments constructed near popular trails, because the trails help sell lots. Surveys, studies, statistics all show how widely popular trails are among the public among all age groups. It is a strong move to connect up the Fox River Trail in Kendall County. It benefits the future and it benefits the present. I support it without reservation."

#### IV. 7:30 PM – Adjournment

The Public Hearing adjourned at 7:30pm.





**Kendall County Forest Preserve District  
Proposed Regional Trail Program Area  
Hoover-Fox River Bluffs Forest Preserve Connecting Trail and 0.3 mi. Loop  
Public Hearing 02-08-2024 5:30 PM to 7:00 PM**



**Kendall County Forest Preserve District  
Proposed Regional Trail Program Area  
Hoover-Fox River Bluffs Forest Preserve Connecting Trail and 0.3 mi. Loop  
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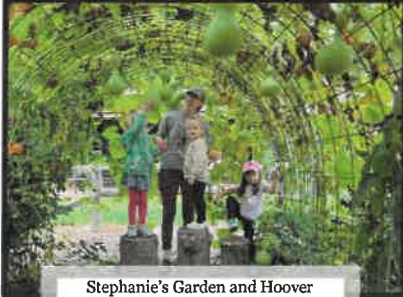


Kendall County Forest Preserve District  
Proposed Regional Trail Program Area  
Hoover-Fox River Bluffs Forest Preserve Connecting Trail and 0.3 mi. Loop  
Public Hearing 02-08-2024 5:30 PM to 7:00 PM

# Kendall County Forest Preserve District 2023 Year in Review



Pickerill Estate House Outdoor Pavilion



Stephanie's Garden and Hoover Nature Play Space Renovations



Tree Planting and Seeding at Little Rock Creek Forest Preserve



Volunteer Restoration Work Day at Fox River Bluffs Forest Preserve



Ken and Jackie Pickerill Estate House Opening





**Kendall County Forest Preserve District Board of Commissioners**

Brian DeBolt, President

Ruben Rodriguez, Vice-President

Seth Wormley, Secretary and Finance Committee Chair

Matt Kellogg, Kendall County Board Chairman

Dan Koukol, Operations Committee Chair

Zach Bachmann

Elizabeth Flowers

Scott Gengler

Jason Peterson

Brooke Shanley



February 2024

Dear Kendall County Residents,

The Kendall County Forest Preserve District achieved several significant 5-Year Plan objectives and milestones in 2023. We are proud to share our accomplishments and projects planned for 2024.

### **Land Acquisition**

Kendall County Forest Preserve District encompasses over 2,800 acres within 27 forest preserve areas across Kendall County. In 2023, the District partnered with the Village of Minooka to apply for an Illinois Department of Natural Resources - Land and Water Conservation Fund grant to support a 37-acre addition to Baker Woods Forest Preserve, and a 5-acre addition to Aux Sable Springs Park near Minooka. All parcels were acquired by The Conservation Foundation and located within the Aux Sable Creek corridor, a Class A-rated stream.



### **High-Quality Natural Resources**



Little Rock Creek Forest Preserve was acquired in 2018. In 2023, the District seeded and planted over 5,000 trees and shrubs to restore the remaining crop production areas to natural cover and habitat.

The District continues to monitor and manage preserve wildlife resources, completing several prescribed burns and invasive brush clearing projects within high-quality natural areas.



In 2023, the Forest Foundation of Kendall County funded a baseline floristic quality study of the Hollenback Sugar Bush Forest Preserve as part of the preparations to open this preserve area to the public.



## **Preserve Improvement Projects**

In 2008, Ken Pickerill donated his 26-acre property and estate house to the Kendall County Forest Preserve District. Upon his passing, the District worked to fulfill its commitment to opening the preserve and estate house to the public. With support from two State of Illinois – Illinois Department of Natural Resources grants (\$316,500 OSLAD grant and \$828,200 PARC grant), the residents of Kendall County are now able to enjoy the vision achieved with the opening of the Ken and Jackie Pickerill Estate House in July 2023.



Fox River Bluffs Forest Preserve, a 168-acre preserve acquired in 2015, opened to the public following completion of the Eldamain Road extension and bridge crossing in May 2023. Improvements completed included a new parking lot, trail loop and spur. The preserve features a high-quality oak woodland bluff and ravine system along the Fox River. A 100-acre habitat restoration project comprising of restored prairies and a large-scale tree planting project was completed in 2020, with 31,000 tree and shrub seedlings planted including several species of oak, hickory, walnut, and American plum.

## **Connecting People to Nature and Outdoor Recreation**

2023 was a record year for public participation in District programming. Reservations for use of picnic areas, campgrounds, and special event facilities eclipsed all previous prior year totals. Natural Beginnings Early Learning Programming, summer camps, equestrian lessons, school programs and teacher workshops also saw increased enrollment and participation as the District's reputation for delivering high-quality educational programs and experiences grows.





## Capital Infrastructure and Equipment Priorities



Over this past year, the District’s Board of Commissioners evaluated the capital infrastructure and available resources needed to fulfill the District’s mission. The District’s Finance Committee completed a five-year equipment replacement plan, capital budget, and analysis of debt-service fund balances to prepare for the sunset of the debt service for the District’s 2007 referendum bonds.

Projects completed in 2023 reflect the commitment to

teamwork from all who are charged with the administration and stewardship of the District’s resources.

## Fiscal Control and Management

Careful monitoring and allocation of the District’s financial resources contributed to the assignment of an improved Aa3 bond rating by Moody’s, the third consecutive bond rating improvement extended since 2015.

End-of-year financial statements (preliminary) show the District’s operating surplus for the year exceeded expectations, generating over \$150,000 in operating and capital reserves. The District’s Operating Fund reserves increased to \$634,626, representing 40% of the District’s FY24 operating budget.

## FY24 Project Goals

The District has set ambitious goals for 2024. The design phase for Subat Nature Center is well underway, with construction beginning this summer. The District is also pursuing grant funding to complete connecting trails between Hoover, Subat and Fox River Bluffs Forest Preserves.

Special thanks to the District’s leadership team and staff for their contributions to the success of these projects.

On behalf of the Board of Commissioners, we look forward to continuing to move the District’s efforts forward in 2024.

Brian DeBolt, President

