

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

**TUESDAY, MARCH 12, 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 (022924F and 031524F)
- VII. Review of Preliminary Financial Statements through February 29, 2024
- VIII. **OLD BUSINESS**
 - a. **MOTION**: Approval to Forward an Amendment and Restatement of an Intergovernmental Agreement between the Kendall County Forest Preserve District and the Village of Minooka Concerning the McDaniel Property (Parcel #09-34-300-010) on Holt Road to Commission for Approval
- IX. **NEW BUSINESS**
 - a. Subat Forest Preserve Nature Center and Master Plan Improvements – Presentation of Concept Plans and Probable Costs for Construction (Kluber Architects + Engineers)
 - b. **MOTION**: Approval to Forward a 2-Year License Agreement with Millbrook Trail Rides, LLC to Commission for Access and Maintenance of a Designated Trail Corridor at Millbrook North Forest Preserve to Commission for Approval
 - c. **MOTION**: Approval to Forward a \$1,500.00 Sponsorship of The Conservation Foundation’s 2024 Earth Day Benefit Dinner to Commission for Approval
 - d. **MOTION**: Approval to Forward a Motion and Treasurer’s Office Request to Transfer Interest Earnings Retained in Fund 1903 in the Amount of \$1,936.54 to the District’s Debt Service Fund 1915 to Commission for Approval
 - e. **MOTION**: Approval to Forward a 1-Year Lease Agreement with Jon Kolka, Grounds Coordinator and Resident for Use of the Hoover Residence Effective March 21, 2024 through March 21, 2025 for a \$550.00 Monthly Rent Payment, Plus a \$2,500.00 Security Deposit to Commission for Approval
 - f. **MOTION**: Approval to Forward the Purchase of a Used Kendall County Highway Vehicle (2015 GMC 1500 Sierra – Crew Cab with ± 125,000 miles) to Commission for Approval
- X. **OTHER ITEMS OF BUSINESS**
 - a. Regular Meeting Date Change Reminder:
Kendall County Forest Preserve District Commission Meeting:
Tuesday, March 19, 2024 at 9:00 AM in the Kendall County Board Room Rescheduled to
Wednesday, March 20, 2024 at 9:00 AM in the Kendall County Board Room
 - b. SB 3743 – Illinois Downstate Forest Preserve District Act – Proposed Amendment Updates
- 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: March 12, 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 and Senator Sue Rezin – D-38.

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

ASA Coffey with the State’s Attorney’s Office has been asked to issue a Statement of Opinion to certify County and District ownership of the various parcels where the trail connection will be constructed. All relevant documentation has been provided for review. This is the final requirement to be submitted by the District prior to submission of the RTP grant application.

Subat Nature Center

The Subat Nature Center project has passed the final IDNR-CERP review, and is now active in the State’s Amplifund grant award management system. The District has been informed that a 50% grant disbursement is being processed. Final concept designs will be submitted to the IDNR for a scope review based on the original grant proposal submitted.

District staff have been working with Kluber Architects to reduce the project scope to reduce costs, and draft the content for the Center’s interpretive exhibits. Kluber Architects + Engineers will present updated concept plans and probable costs for construction for the Subat Nature Center to the Committee of the Whole. There is sufficient capital project funding available to complete the project.

The District has continued to explore alternative funding sources with both CMAP and Rep. Lauren Underwood’s office to secure possible support funding for the Hoover-Fox River Bluffs trail connection and Subat Nature Center projects. There is insufficient time to apply and receive CMAP funding to support the Subat Nature Center project, which must be fully completed by June 14, 2025.

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 April 9, 2024.

Grounds and Natural Resources Updates

Jon Kolka has accepted the offer for employment for the Grounds Coordinator and Resident position. His first date for employment will follow Commission approval of the lease agreement scheduled for March 20.

The District has one remaining full time Grounds Maintenance position to fill.

The Grounds and Natural Resources crew has completed several prescribed burns at Harris, Hoover, and other forest preserve areas.

Renewal of the interior finishes of the Hoover residence will be completed by March 20.

Education Updates

Natural Beginnings enrollment is completed for the 24-25 program year. All spots are filled, with wait lists.

Summer camp enrollment opened on January 22nd. 237 out of 288 spots are filled (82.2%). The number of openings has been increased by 22 students due to high-demand. The Education Division added a 1-day Creek Camp session, and accepted additional students in the Nature Quest program. All 2023 summer seasonal staff are returning.

The District's spring school field trip schedule is also filling. May will be a busy month with all of the active programs and limited staffing. The District will be working on part time staff recruitment later this month.

The District received the highest evaluation figures (all 5's) for the IDNR ENTICE teacher workshop conducted at the Pickerill – Pigott Estate House in February. The IDNR has requested three new workshop dates and topics from the District for the upcoming year.

The District hosted the "Sap to Syrup" programs on March 9th at Hoover Forest Preserve. The program was offered to over 140 participants by increasing the number of sessions and group reservations. Due to the extraordinary year, the sugaring season ended in February where historically, the season only begins in mid-March.

Kendall County GIS has completed the development of the data collection website for the 17-Year Periodical Cicada program citizen science project. The District will begin to promote the project in April.

On May 18th 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.

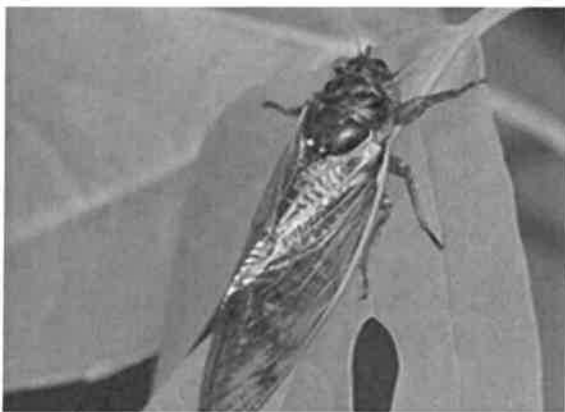


Figure 1: *Magicicada septendecim* - Brood XIII

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)

Claims Listing

2/28/2024 12:41:32 PM

Department	Vendor #	Vendor Name	Invoice #	Invoice Description	GL Account	Description	Invoice Amount
Ellis Barn	1323	MENARDS	92001	Ellis-Sleaining supplies, lightbulbs, aerators	19001161	68580	\$42.74
							Sub-Total
							\$42.74
Ellis Grounds							
							Sub-Total
							\$42.74
Ellis House	236	CENTRAL LIMESTONE CO INC	36759	Gravel for Ellis	19001162	68580	\$105.13
							Sub-Total
							\$105.13
Ellis House							
							Sub-Total
							\$15.95
Ellis Grounds							
							Sub-Total
							\$15.95
Ellis House	124	BARRETT'S ECOWATER	IN-00803	Ellis-Water Carbon filter, installation	19001160	68580	\$2,000.00
							Sub-Total
							\$2,000.00
Ellis House	1323	MENARDS	92001	Ellis-Sleaining supplies, lightbulbs, aerators	19001160	68580	\$42.74
							Sub-Total
							\$42.74
							Sub-Total
							\$2,042.74
							Sub-Total
							\$2,058.69

Ellis Riding Lessons	3380	AMAZON CAPITAL SERVICES	1HG1-R9MM-1P7D	Ellis-Cat food, phone battery	19001164	63000	Animal Care & Supplies	\$35.57
							<i>Sub-Total</i>	\$35.57
					Ellis Riding Lessons		Total	\$35.57
Environmental Education School	3380	AMAZON CAPITAL SERVICES	1M1D-MMQN-976H	Cardstock	19001176	63030	Program Supplies	\$12.99
							<i>Sub-Total</i>	\$12.99
					Environmental Education School		Total	\$12.99
Forest Preserve Director	3380	AMAZON CAPITAL SERVICES	1VH6-3GHW-H341	Tablecloth, Table easel	190011	62000	Office Supplies	\$31.69
							<i>Sub-Total</i>	\$31.69
	67	AMEREN ILLINOIS	2786444006022924	Millbrook S Electric	190011	63510	Electric	\$32.01
							<i>Sub-Total</i>	\$32.01
	1007	ILLINOIS COUNTIES RISK MANAGEMENT TRUST	March Installment	March Installment	190011	68000	Liability Insurance Premiums	\$9,920.16
							<i>Sub-Total</i>	\$9,920.16
					Forest Preserve Director		Total	\$9,983.86

Grounds and Natural Resources	3869	MCCULLOUGH IMPLEMENT COMPANY	KENDA008022924	Kubota Injector Pump Repairs	19001183 62160	Equipment	\$2,058.95
						Sub-Total	\$2,058.95
	3008	AUSTIN LUETTICH	Boot Reimburse 2024	Boot Reimbursement-2024	19001183 62400	Uniforms / Clothing	\$75.00
						Sub-Total	\$75.00
	590	FOX VALLEY FIRE & SAFETY	IN00665323	Extinguisher Service-Harris	19001183 63110	Shop Supplies	\$50.00
	590	FOX VALLEY FIRE & SAFETY	IN00665324	Extinguisher Service-Pickerill	19001183 63110	Shop Supplies	\$50.00
						Sub-Total	\$100.00
					Grounds and Natural Resources	Total	\$2,233.95
	3533	SHANDRA TREMAIN	24-00005	MHL Sec Dep Refund	19001171 63040	Security Deposit Refund	\$120.00
	4210	TODD WOELFL	23-00252	Blazing Star Sec Dep Refund	19001171 63040	Security Deposit Refund	\$100.00
4538	EWA WINSHIP-WALTER	24-00044	Moonseed Sec Dep Refund	19001171 63040	Security Deposit Refund	\$100.00	
4670	JUDD WEBER	24-00016	Moonseed Sec Dep Refund	19001171 63040	Security Deposit Refund	\$100.00	
4671	HOLLY KULAGA	23-00363	MHL Sec Dep Refund	19001171 63040	Security Deposit Refund	\$187.50	
Hoover							

4672	LOREDANA TOMASELLO	23-00319	Kingfisher Sec Dep Refund	19001171 63040	Security Deposit Refund	\$100.00
					Sub-Total	\$707.50
1452	NICOR	22827083027022 924	Nicor Hoover Shop	19001171 63090	Natural Gas	\$47.36
1452	NICOR	23336698297022 924	Nicor Rookery	19001171 63090	Natural Gas	\$180.98
1452	NICOR	28235299733022 924	Nicor Moonseed	19001171 63090	Natural Gas	\$125.78
1452	NICOR	30831034894022 924	Nicor Kingfisher	19001171 63090	Natural Gas	\$201.89
1452	NICOR	50980197128022 924	Nicor Meadowhawk Lodge	19001171 63090	Natural Gas	\$49.87
1452	NICOR	72389374124022 924	Nicor Hoover Residence	19001171 63090	Natural Gas	\$80.96
1452	NICOR	88551401149022 924	Nicor Hoover Maintenance	19001171 63090	Natural Gas	\$171.02
					Sub-Total	\$857.86
590	FOX VALLEY FIRE & SAFETY	IN00665321	Extinguisher Service-Hoover	19001171 63120	Building Maintenance	\$252.50
590	FOX VALLEY FIRE & SAFETY	IN00665322	Extinguisher Service-Hoover	19001171 63120	Building Maintenance	\$222.65
3292	SUMMERS HEATING & COOLING	336333	Toilet, Breaker tube-Hoover Women's Restroom	19001171 63120	Building Maintenance	\$588.00
3380	AMAZON CAPITAL SERVICES	1Y66-3LXX-DMCM	Lazy Susan Shelving-Hoover Residence	19001171 63120	Building Maintenance	\$90.00
					Sub-Total	\$1,153.15

Hoover											Total
											\$2,718.51
											Grand Total
											\$17,191.44

INVOICE ENTRY PROOF LIST

CLERK: jgranhojm BATCH: 4314 NEW INVOICES

VENDOR	REMIT NAME	INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	
HELD INVOICES									
498	00000 MACK & ASSOCIATE 11652	031524F		031524F	9,500.00	.00	.00		
CASH 000008	2024/04 INV 03/04/2024 SEP-CHK: Y DISC: .00								
ACCT 1Y210	DEPT 11 DUE 03/14/2024 DESC:FY 2023 Audit Services				190011	65490	9,500.00	1099:	
CONDITIONS THAT PREVENT POSTING INVOICE 498/50621									
* Invoice must be approved or voided to post.									
506	00000 ELBURN NAPA, INC 4860031524	031524F		031524F	333.70	.00	.00		
CASH 000008	2024/04 INV 02/29/2024 SEP-CHK: Y DISC: .00								
ACCT 1Y210	DEPT 11 DUE 03/15/2024 DESC:Inflator, string kit, Carrier, filter, o				19001183	62160	305.28	1099:	
CONDITIONS THAT PREVENT POSTING INVOICE 506/50561									
* Invoice must be approved or voided to post.									
529	00000 EQUINE VETERINAR 239024	031524F		031524F	427.00	.00	.00		
CASH 000008	2024/04 INV 03/04/2024 SEP-CHK: Y DISC: .00								
ACCT 1Y210	DEPT 11 DUE 03/15/2024 DESC:Dante-Exam, meds				19001167	63000	427.00	1099:	
CONDITIONS THAT PREVENT POSTING INVOICE 529/50519									
* Invoice must be approved or voided to post.									
529	00000 EQUINE VETERINAR 238839	031524F		031524F	370.00	.00	.00		
CASH 000008	2024/04 INV 03/01/2024 SEP-CHK: Y DISC: .00								
ACCT 1Y210	DEPT 11 DUE 03/15/2024 DESC:Casper, Keeper Exam, meds				19001167	63000	370.00	1099:	
CONDITIONS THAT PREVENT POSTING INVOICE 529/50520									
* Invoice must be approved or voided to post.									
541	00000 FIRST NATIONAL B wienckeFeb2024	031524F		031524F	107.19	.00	.00		
CASH 000008	2024/04 INV 03/04/2024 SEP-CHK: Y DISC: .00								
ACCT 1Y210	DEPT 11 DUE 03/29/2024 DESC:wiencke Feb 2024 Credit Card				19001180	63030	15.95	1099:	
CONDITIONS THAT PREVENT POSTING INVOICE 541/50567									
* Invoice must be approved or voided to post.									
						19001179	63030	45.62	1099:

INVOICE ENTRY PROOF LIST

CLERK: jgranhoim BATCH: 4314 NEW INVOICES

VENDOR	REMIT NAME	INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE
541	00000 FIRST NATIONAL B WhiteFeb2024			031524F	41.23		.00	.00	
CASH 000008	2024/04 INV 03/04/2024 SEP-CHK: Y DISC: .00					19001183	62160	41.23	1099:
ACCT 1Y210	DEPT 11 DUE 03/29/2024 DESC:White Credit Card Feb 2024								
CONDITIONS THAT PREVENT POSTING INVOICE 541/50568									
* Invoice must be approved or voided to post.									
541	00000 FIRST NATIONAL B GuritzFeb2024			031524F	774.14		.00	.00	
CASH 000008	2024/04 INV 03/04/2024 SEP-CHK: Y DISC: .00					19001164	63000	774.14	1099:
ACCT 1Y210	DEPT 11 DUE 03/29/2024 DESC:Guritz credit Card Feb 2024								
CONDITIONS THAT PREVENT POSTING INVOICE 541/50569									
* Invoice must be approved or voided to post.									
541	00000 FIRST NATIONAL B Vick Feb 2024			031524F	721.74		.00	.00	
CASH 000008	2024/04 INV 03/04/2024 SEP-CHK: Y DISC: .00					19001160	62270	391.23	1099:
ACCT 1Y210	DEPT 11 DUE 03/29/2024 DESC:Vick Credit Card Feb 2024					19001160	62000	20.18	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 541/50613									
* Invoice must be approved or voided to post.									
556	00000 FLATSO'S TIRE SH 30408			031524F	813.72		.00	.00	
CASH 000008	2024/04 INV 01/26/2024 SEP-CHK: Y DISC: .00					19001164	63000	310.33	1099:
ACCT 1Y210	DEPT 11 DUE 03/15/2024 DESC:F150 repairs							813.72	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 556/50559									
* Invoice must be approved or voided to post.									
1007	00000 ILLINOIS COUNTIE 9920.16			031524F	9,920.16		.00	.00	
CASH 000008	2024/04 INV 03/01/2024 SEP-CHK: Y DISC: .00					190011	68000	9,920.16	1099:
ACCT 1Y210	DEPT 11 DUE 03/15/2024 DESC:Liability Ins Installment March 2024								
CONDITIONS THAT PREVENT POSTING INVOICE 1007/50607									
* Invoice must be approved or voided to post.									

INVOICE ENTRY PROOF LIST

CLERK: jgranholm BATCH: 4314 NEW INVOICES

VENDOR	REMIT NAME	INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE
1153	00000 KENDALL CO HIGHW Fuel Feb 2024	031524F			906.96			.00	
CASH 000008	2024/04 INV 03/01/2024 SEP-CHK: Y DISC: .00					19001183	62180	906.96	1099:
ACCT 1Y210	DEPT 11 DUE 03/15/2024 DESC:Gas and Diesel-Feb 2024								
CONDITIONS THAT PREVENT POSTING INVOICE 1153/50521									
* Invoice must be approved or voided to post.									
1153	00000 KENDALL CO HIGHW 2023 Salt	031524F			628.48			.00	
CASH 000008	2024/04 INV 03/04/2024 SEP-CHK: Y DISC: .00					19001162	68580	78.56	1099:
ACCT 1Y210	DEPT 11 DUE 03/15/2024 DESC:Road Salt-2023					19001171	68580	157.12	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 1153/50705									
* Invoice must be approved or voided to post.									
1199	00000 KLUBER, INC. 8881	031524F			14,505.10			.00	
CASH 000008	2024/04 INV 02/29/2024 SEP-CHK: Y DISC: .00					19001183	63110	392.80	1099:
ACCT 1Y210	DEPT 11 DUE 03/15/2024 DESC:Subat Architect Services					190411	62150	14,505.10	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 1199/50600									
* Invoice must be approved or voided to post.									
1323	00000 MENARDS 92452	031524F			155.43			.00	
CASH 000008	2024/04 INV 02/20/2024 SEP-CHK: Y DISC: .00					19001183	63110	5.47	1099:
ACCT 1Y210	DEPT 11 DUE 03/15/2024 DESC:Wood, hardware, glasses					19001183	68530	149.96	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 1323/50558									
* Invoice must be approved or voided to post.									
1323	00000 MENARDS 92603	031524F			51.16			.00	
CASH 000008	2024/04 INV 02/22/2024 SEP-CHK: Y DISC: .00					19001160	68580	51.16	1099:
ACCT 1Y210	DEPT 11 DUE 03/15/2024 DESC:Rubber tip, paper towels, batteries, cleaner								
CONDITIONS THAT PREVENT POSTING INVOICE 1323/50570									
* Invoice must be approved or voided to post.									

INVOICE ENTRY PROOF LIST

CLERK: jgranholm BATCH: 4314 NEW INVOICES

VENDOR	REMIT NAME	INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE
1323	00000 MENARDS	93044		031524F	63.80		.00	.00	
CASH	000008	2024/04	INV 02/29/2024	SEP-CHK: Y					
ACCT	1Y210	DEPT 11	DUE 03/15/2024	DESC:bleach, odor eliminator		19001183	63110	53.82	1099:
						19001171	63120	9.98	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 1323/50571									
* Invoice must be approved or voided to post.									
1323	00000 MENARDS	92765		031524F	74.50		.00	.00	
CASH	000008	2024/04	INV 02/25/2024	SEP-CHK: Y					
ACCT	1Y210	DEPT 11	DUE 03/15/2024	DESC:sweeper, tips, penetrant drip, cleaner		19001160	68580	74.50	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 1323/50608									
* Invoice must be approved or voided to post.									
1323	00000 MENARDS	92641		031524F	1,148.00		.00	.00	
CASH	000008	2024/04	INV 02/23/2024	SEP-CHK: Y					
ACCT	1Y210	DEPT 11	DUE 03/15/2024	DESC:Ellis House-Refrigerator		19001160	68580	1,148.00	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 1323/50609									
* Invoice must be approved or voided to post.									
1323	00000 MENARDS	92640		031524F	127.97		.00	.00	
CASH	000008	2024/04	INV 02/23/2024	SEP-CHK: Y					
ACCT	1Y210	DEPT 11	DUE 03/15/2024	DESC:Battery, deposit		19001162	68580	127.97	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 1323/50610									
* Invoice must be approved or voided to post.									
1323	00000 MENARDS	93063		031524F	150.80		.00	.00	
CASH	000008	2024/04	INV 02/29/2024	SEP-CHK: Y					
ACCT	1Y210	DEPT 11	DUE 03/15/2024	DESC:Battery, wrench set, trash bags		19001162	68580	150.80	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 1323/50620									
* Invoice must be approved or voided to post.									
1464	00000 NORTHERN SAFETY	906071370		031524F	122.88		.00	.00	
CASH	000008	2024/04	INV 03/05/2024	SEP-CHK: Y					
ACCT	1Y210	DEPT 11	DUE 04/05/2024	DESC:Nitrile Exam Gloves-Grounds and Hoover		19001171	63110	61.44	1099:
						19001183	63110	61.44	1099:

INVOICE ENTRY PROOF LIST

CLERK: jgranholm BATCH: 4314 NEW INVOICES

VENDOR	REMIT NAME	INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE
CONDITIONS THAT PREVENT POSTING INVOICE 1464/50604								
* Invoice must be approved or voided to post.								
1655	00000 SERVICE SANITATI	50-493234031524	031524F		337.45	.00		
CASH 000008	2024/04	INV 03/01/2024	SEP-CHK: Y	DISC: .00			337.45	1099:
ACCT 1Y210	DEPT 11	DUE 03/15/2024	DESC:Portable Restroom Services			19001183 63070		
CONDITIONS THAT PREVENT POSTING INVOICE 1655/50560								
* Invoice must be approved or voided to post.								
1665	00000 SHAW MEDIA	10085118031524	031524F		127.57	.00		
CASH 000008	2024/04	INV 02/29/2024	SEP-CHK: Y	DISC: .00			59.99	1099:
ACCT 1Y210	DEPT 11	DUE 03/15/2024	DESC:website hosting, public hearing notice			190011 68430	67.58	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 1665/50552								
* Invoice must be approved or voided to post.								
1696	00000 SPEER FINANCIAL, d6-23-6		031524F		675.00	.00		
CASH 000008	2024/04	INV 12/01/2023	SEP-CHK: Y	DISC: .00			675.00	1099:
ACCT 1Y210	DEPT 11	DUE 03/15/2024	DESC:Bond Services			190311 66500		
CONDITIONS THAT PREVENT POSTING INVOICE 1696/50564								
* Invoice must be approved or voided to post.								
1849	00001 VERIZON	9957052721	031524F		166.06	.00		
CASH 000008	2024/04	INV 02/19/2024	SEP-CHK: Y	DISC: .00			166.06	1099:
ACCT 1Y210	DEPT 11	DUE 03/11/2024	DESC:Cell phone services			19001183 63540		
CONDITIONS THAT PREVENT POSTING INVOICE 1849/50562								
* Invoice must be approved or voided to post.								
1937	00000 WIRE WIZARD OF I	362418	031524F		180.00	.00		
CASH 000008	2024/04	INV 03/01/2024	SEP-CHK: Y	DISC: .00			180.00	1099:
ACCT 1Y210	DEPT 11	DUE 04/01/2024	DESC:MHL Alarm Monitoring			19001171 62270		
CONDITIONS THAT PREVENT POSTING INVOICE 1937/50536								
* Invoice must be approved or voided to post.								

INVOICE ENTRY PROOF LIST

CLERK: jgranholm BATCH: 4314 NEW INVOICES

VENDOR	REMIT NAME	INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE
1937	00000 WIRE WIZARD OF I 362419	031524F		031524F	105.00			.00	
CASH 000008	2024/04 INV 03/01/2024 SEP-CHK: Y DISC: .00					190011	62150	105.00	1099:
ACCT 1Y210	DEPT 11 DUE 04/01/2024 DESC:Alarm Monitoring-Picker11								
CONDITIONS THAT PREVENT POSTING INVOICE 1937/50537									
* Invoice must be approved or voided to post.									
1937	00000 WIRE WIZARD OF I 362420	031524F		031524F	105.00			.00	
CASH 000008	2024/04 INV 03/01/2024 SEP-CHK: Y DISC: .00					19001171	62270	105.00	1099:
ACCT 1Y210	DEPT 11 DUE 04/01/2024 DESC:Alarm Monitoring-Rookery								
CONDITIONS THAT PREVENT POSTING INVOICE 1937/50538									
* Invoice must be approved or voided to post.									
1950	00000 YORKVILLE ACE & 178353, 178422	031524F		031524F	211.90			.00	
CASH 000008	2024/04 INV 02/29/2024 SEP-CHK: Y DISC: .00					19001183	62160	131.94	1099:
ACCT 1Y210	DEPT 11 DUE 03/31/2024 DESC:Tools, fuel					19001183	62180	79.96	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 1950/50524									
* Invoice must be approved or voided to post.									
2047	00000 COMED 1017879000031524	031524F		031524F	21.47			.00	
CASH 000008	2024/04 INV 02/23/2024 SEP-CHK: Y DISC: .00					190011	63510	21.47	1099:
ACCT 1Y210	DEPT 11 DUE 04/23/2024 DESC:ComEd Baker Woods								
CONDITIONS THAT PREVENT POSTING INVOICE 2047/50557									
* Invoice must be approved or voided to post.									
2047	00000 COMED 2346189000031524	031524F		031524F	897.43			.00	
CASH 000008	2024/04 INV 02/26/2024 SEP-CHK: Y DISC: .00					19001160	62270	897.43	1099:
ACCT 1Y210	DEPT 11 DUE 04/26/2024 DESC:ComEd Ellis House								
CONDITIONS THAT PREVENT POSTING INVOICE 2047/50611									
* Invoice must be approved or voided to post.									
2047	00000 COMED 0616965000031524	031524F		031524F	33.47			.00	
CASH 000008	2024/04 INV 03/05/2024 SEP-CHK: Y DISC: .00					190011	63510	33.47	1099:
ACCT 1Y210	DEPT 11 DUE 05/06/2024 DESC:ComEd Harris Arena								

INVOICE ENTRY PROOF LIST

CLERK: jgranholm BATCH: 4314 NEW INVOICES

VENDOR	REMIT NAME	INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE
CONDITIONS THAT PREVENT POSTING INVOICE 2047/50622									
* Invoice must be approved or voided to post.									
2047	00000 COMED	9438565000031524		031524F	15.97		.00	.00	
CASH	000008	2024/04	INV 03/04/2024	SEP-CHK: Y					15.97 1099:
ACCT	1Y210	DEPT 11	DUE 03/26/2024	DESC:ComEd Picker111			19001184 63100		
CONDITIONS THAT PREVENT POSTING INVOICE 2047/50624									
* Invoice must be approved or voided to post.									
2047	00000 COMED	6611022222031524		031524F	25.02		.00	.00	
CASH	000008	2024/04	INV 03/04/2024	SEP-CHK: Y					25.02 1099:
ACCT	1Y210	DEPT 11	DUE 05/03/2024	DESC:ComEd Jay Woods			190011 63510		
CONDITIONS THAT PREVENT POSTING INVOICE 2047/50625									
* Invoice must be approved or voided to post.									
2047	00000 COMED	2873479000031524		031524F	22.49		.00	.00	
CASH	000008	2024/04	INV 03/04/2024	SEP-CHK: Y					22.49 1099:
ACCT	1Y210	DEPT 11	DUE 05/03/2024	DESC:ComEd Harris			190011 63510		
CONDITIONS THAT PREVENT POSTING INVOICE 2047/50627									
* Invoice must be approved or voided to post.									
2047	00000 COMED	79918865000031524		031524F	151.59		.00	.00	
CASH	000008	2024/04	INV 03/05/2024	SEP-CHK: Y					151.59 1099:
ACCT	1Y210	DEPT 11	DUE 05/06/2024	DESC:ComEd Harris			190011 63510		
CONDITIONS THAT PREVENT POSTING INVOICE 2047/50693									
* Invoice must be approved or voided to post.									
2170	00000 ANTOINETTE WHITE	2024 Spring Tuition		031524F	1,740.00		.00	.00	
CASH	000008	2024/04	INV 03/04/2024	SEP-CHK: Y					1,740.00 1099:
ACCT	1Y210	DEPT 11	DUE 03/15/2024	DESC:Reimbursement for Spring Tuition			190011 62040		
CONDITIONS THAT PREVENT POSTING INVOICE 2170/50556									
* Invoice must be approved or voided to post.									

INVOICE ENTRY PROOF LIST

CLERK: jgranholm BATCH: 4314 NEW INVOICES

VENDOR	REMIT NAME	INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE
3131	00000 GROOT INC	12136783T102		031524F	281.30		.00	.00	
CASH	000008 2024/04 INV 03/01/2024	SEP-CHK: Y		DISC: .00				209.80	1099:
ACCT	1Y210 DEPT 11 DUE 03/15/2024	DESC:Waste and Recycling Services				19001183	63070	71.50	1099:
						19001168	63070		
CONDITIONS THAT PREVENT POSTING INVOICE 3131/50523									
* Invoice must be approved or voided to post.									
3267	00000 SUBURBAN LABORAT	220734		031524F	195.00		.00	.00	
CASH	000008 2024/04 INV 12/01/2023	SEP-CHK: Y		DISC: .00				195.00	1099:
ACCT	1Y210 DEPT 11 DUE 03/15/2024	DESC:Water testing				190011	62150		1099:
CONDITIONS THAT PREVENT POSTING INVOICE 3267/50563									
* Invoice must be approved or voided to post.									
3292	00000 SUMMERS HEATING	337599		031524F	599.00		.00	.00	
CASH	000008 2024/04 INV 03/04/2024	SEP-CHK: Y		DISC: .00				599.00	1099:
ACCT	1Y210 DEPT 11 DUE 03/15/2024	DESC:Sewer Back up assessment-Blazing Star				19001171	63120		1099:
CONDITIONS THAT PREVENT POSTING INVOICE 3292/50522									
* Invoice must be approved or voided to post.									
3380	00000 AMAZON CAPITAL S	1JQM-CG4N-1YH3		031524F	158.37		.00	.00	
CASH	000008 2024/04 INV 02/28/2024	SEP-CHK: Y		DISC: .00				50.82	1099:
ACCT	1Y210 DEPT 11 DUE 03/29/2024	DESC:Animals figurines, laminating sheets, pa				19001180	63030	107.55	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 3380/50565									
* Invoice must be approved or voided to post.									
3380	00000 AMAZON CAPITAL S	1XQD-GVGQ-GT7H		031524F	44.40		.00	.00	
CASH	000008 2024/04 INV 03/07/2024	SEP-CHK: Y		DISC: .00				44.40	1099:
ACCT	1Y210 DEPT 11 DUE 04/06/2024	DESC:Under Cabinet Lighting				19001160	62000		1099:
CONDITIONS THAT PREVENT POSTING INVOICE 3380/50612									
* Invoice must be approved or voided to post.									
3837	00000 T-MOBILE	982008249031524		031524F	370.96		.00	.00	
CASH	000008 2024/04 INV 02/21/2024	SEP-CHK: Y		DISC: .00				370.96	1099:
ACCT	1Y210 DEPT 11 DUE 03/21/2024	DESC:Cell Phone Services				19001183	63540		1099:

INVOICE ENTRY PROOF LIST

CLERK: jgranholm BATCH: 4314 NEW INVOICES

VENDOR	REMIT NAME	INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE
CONDITIONS THAT PREVENT POSTING INVOICE 3837/50555									
* Invoice must be approved or voided to post.									
3837	00000 T-MOBILE	990345112031524		031524F	79.90	.00	.00	.00	
CASH 000008	2024/04	INV 02/21/2024	SEP-CHK: Y	DISC: .00			19001183	63540	79.90 1099:
ACCT 1Y210	DEPT 11	DUE 03/21/2024	DESC:Ooma Device						
CONDITIONS THAT PREVENT POSTING INVOICE 3837/50566									
* Invoice must be approved or voided to post.									
4199	00000 JARED LANDSTEINE	24-00028		031524F	172.50	.00	.00	.00	
CASH 000008	2024/04	INV 03/04/2024	SEP-CHK: Y	DISC: .00			19001171	63040	172.50 1099:
ACCT 1Y210	DEPT 11	DUE 03/15/2024	DESC:MHL Sec Dep Refund						
CONDITIONS THAT PREVENT POSTING INVOICE 4199/50515									
* Invoice must be approved or voided to post.									
4227	00000 MARK ARMSTRONG	23-00087		031524F	100.00	.00	.00	.00	
CASH 000008	2024/04	INV 03/11/2024	SEP-CHK: Y	DISC: .00			19001171	63040	100.00 1099:
ACCT 1Y210	DEPT 11	DUE 03/15/2024	DESC:BS Sec Dep Refund						
CONDITIONS THAT PREVENT POSTING INVOICE 4227/50518									
* Invoice must be approved or voided to post.									
4680	00000 LORETTA RODE	23-00410		031524F	100.00	.00	.00	.00	
CASH 000008	2024/04	INV 03/04/2024	SEP-CHK: Y	DISC: .00			19001171	63040	100.00 1099:
ACCT 1Y210	DEPT 11	DUE 03/15/2024	DESC:KF Sec Dep Refund						
CONDITIONS THAT PREVENT POSTING INVOICE 4680/50514									
* Invoice must be approved or voided to post.									
4681	00000 JESSICA FLORES	24-00036		031524F	242.50	.00	.00	.00	
CASH 000008	2024/04	INV 03/04/2024	SEP-CHK: Y	DISC: .00			19001171	63040	242.50 1099:
ACCT 1Y210	DEPT 11	DUE 03/15/2024	DESC:MHL Sec Dep Refund						
CONDITIONS THAT PREVENT POSTING INVOICE 4681/50513									
* Invoice must be approved or voided to post.									

INVOICE ENTRY PROOF LIST

CLERK: jgranhojm BATCH: 4314 NEW INVOICES

VENDOR	REMIT NAME	INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE
4682	00000 ALEXIS WALLACE	24-00021		031524F	292.50			.00	
CASH	000008 2024/04 INV 03/11/2024	SEP-CHK: Y	DISC: .00						
ACCT	1Y210 DEPT 11 DUE 03/15/2024	DESC:MHL Sec Dep Refund			19001171	63040		292.50	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 4682/50512									
* Invoice must be approved or voided to post.									
4684	00000 HEATHER SCULL	24-00057		031524F	172.50			.00	
CASH	000008 2024/04 INV 03/11/2024	SEP-CHK: Y	DISC: .00						
ACCT	1Y210 DEPT 11 DUE 03/15/2024	DESC:Pickertill Sec Dep Refund			19001184	63040		172.50	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 4684/50510									
* Invoice must be approved or voided to post.									
4685	00000 EMILY LISZKA	23-00337		031524F	100.00			.00	
CASH	000008 2024/04 INV 03/04/2024	SEP-CHK: Y	DISC: .00						
ACCT	1Y210 DEPT 11 DUE 03/15/2024	DESC:BS Sec Dep Refund			19001171	63040		100.00	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 4685/50509									
* Invoice must be approved or voided to post.									
4722	00000 HIGHLIGHT EVENT	0247		031524F	303.00			.00	
CASH	000008 2024/04 INV 02/26/2024	SEP-CHK: Y	DISC: .00						
ACCT	1Y210 DEPT 11 DUE 03/15/2024	DESC:Table and Chair Rental for KC Job Fair			190011	68540		303.00	1099:N
CONDITIONS THAT PREVENT POSTING INVOICE 4722/50657									
* Invoice must be approved or voided to post.									
52 HELD INVOICES					TOTAL			48,971.31	
0 INVOICE(S)					REPORT POST TOTAL			.00	
					REPORT TOTALS			.00	

Kendall County Forest Preserve
Income Statement
For Period Ended 2/29/2024

3 Month Budget Percent = 25.0%

FOREST PRESERVES & PROGRAMS

	Current Year FY24		Prior Year FY23		YTD Variance		
	Budget	YTD	Budget	YTD	\$ Change	% Change	
Beginning Balance	\$	658,179	\$	600,007	\$	58,172	
Revenue							
Revenue - Administration	66.2%	1,038,339	828,024	56,373	-53,519	-95%	
Revenue - Ellis House & Equestrian Center	9.1%	142,208	151,970	12,681	4,189	33%	
Revenue - Hoover FP	6.2%	97,400	72,200	14,545	10,273	71%	
Revenue - Env. Education	14.4%	226,000	218,560	54,024	63,363	117%	
Revenue - Grounds & Natural Resources	3.0%	46,500	38,500	5,327	-3,592	-67%	
Revenue - Pickerill Pigott FP	1.2%	19,180	8,000	-	0		
Total Revenue	100.0%	1,569,627	1,317,254	142,951	20,713	14%	
Expenditure							
Expenditure - Administration	36.2%	568,946	387,691	57,144	62,282	109%	
Expenditure - Ellis House & Equestrian Center	12.9%	202,559	199,264	19,844	15,279	77%	
Expenditure - Hoover FP	16.4%	257,754	235,286	32,980	9,133	28%	
Expenditure - Env. Education	14.6%	229,005	202,226	23,296	18,768	81%	
Expenditure - Grounds & Natural Resources	19.1%	300,299	284,078	41,844	169	0%	
Expenditure - Pickerill Pigott FP	9.7%	11,064	7,000	1,050	-1,260		
Total Expenditure	100.0%	1,569,627	1,315,545	176,158	104,371	59%	
ENDING BAL		\$	658,179	\$	541,314	\$	(25,486)
Surplus/(Deficit)		\$	-	\$	(116,865)	\$	(83,658)

Kendall County Forest Preserve
Income Statement
For Period Ended 2/29/2024

3 Month Budget Percent = 25.0%

FOREST PRESERVE CATEGORIES

	Current Year FY24		Prior Year FY23		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
Beginning Balance						
Revenue						
Property Tax	759,981	-	710,448	-	1,184	270%
Interest Income	7,400	1,622	533	438	-2,837	-67%
Other Income	186,558	1,390	42,043	4,227	-2,411	-100%
Donations	21,501	-	6,500	2,411	8,735	69%
Rental Revenue	92,080	21,395	79,200	12,660	68,075	103%
Program Revenue	360,707	134,145	362,530	66,069	-53,910	-100%
Farm License Revenue	112,900	-	97,000	53,910	1,380	55%
Security Deposits	24,500	3,880	15,500	2,500	497	68%
Credit Card Revenue	4,000	1,232	3,500	735	20,713	14%
Total Revenue	1,569,627	658,179	1,317,254	142,951		
Expenditure						
Personnel	832,568	142,531	747,864	85,706	56,824	66%
Benefits	295,137	88,409	280,319	60,062	28,347	47%
Contractual	219,982	6,322	69,219	3,811	2,511	66%
Commodities	137,250	25,851	143,516	21,449	4,401	21%
Other	84,690	17,416	74,627	5,130	12,287	240%
Total Expenditure	1,569,627	280,529	1,315,545	176,158	104,371	59%
ENDING BAL						
		\$ 658,179	\$ 601,716	\$ 566,799	\$ (25,486)	-4.5%
Surplus/(Deficit)		\$ -	\$ 1,709	\$ (33,207)	\$ (83,658)	

Kendall County Forest Preserve
Income Statement
For Period Ended 2/29/2024

3 Month Budget Percent = 25.0%

ADMINISTRATION

	Current Year FY24		Prior Year FY23		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
Revenue						
Property Tax	759,981	-	710,448	-	1,184	270%
Interest Income	7,400	1,622	533	438	-40	
Other Income	149,058	-	11,543	40	-1,250	-100%
Donations	5,000	-	5,000	1,250	-53,910	-100%
Farm License Revenue	112,900	-	97,000	53,910	497	68%
Security Deposit Revenue						
Credit Card Revenue	4,000	1,232	3,500	735		
Program Revenue						
Transfers In						
Total Revenue	1,038,339	2,854	828,024	56,373	(53,519)	-95%
Expenditure						
Personnel	192,864	41,949	174,757	20,831	21,119	101%
Benefits	162,301	70,391	153,768	33,642	36,749	109%
Contractual	192,282	3,502	41,519	1,369	2,133	156%
Commodities	15,200	3,535	14,950	1,302	2,233	171%
Other	6,299	48	2,697	-	48	
Total Expenditure	568,946	119,426	387,691	57,144	62,282	109%
Surplus/(Deficit)	\$ 469,393	\$ (116,571)	\$ 440,333	\$ (771)		

Kendall County Forest Preserve
Income Statement
For Period Ended 2/29/2024

3 Month Budget Percent = 25.0%

ELLIS HOUSE & EQUESTRIAN CENTER

	Current Year FY24		Prior Year FY23		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
Revenue						
Donations	1	-	-	-		
Security Deposit	6,000	113	7,500	-	113	
Credit Card Revenue	-	-	-	-		
Program Revenue	136,207	16,758	144,470	12,681	4,077	32%
Total Revenue	142,208	16,870	151,970	12,681	4,189	33%
Expenditure						
Personnel	126,835	22,467	119,593	12,364	10,103	82%
Employee Benefits	15,374	2,055	13,771	1,868	187	10%
Contractual	11,200	1,052	11,200	630	421	67%
Commodities	29,300	4,441	35,200	3,926	515	13%
Other	19,850	5,109	19,500	1,056	4,053	384%
Total Expenditure	202,559	35,123	199,264	19,844	15,279	77%
Surplus/(Deficit)	\$ (60,351)	\$ (18,253)	\$ (47,294)	\$ (7,163)		

Kendall County Forest Preserve
Income Statement
For Period Ended 2/29/2024

3 Month Budget Percent = 25.0%

HOOVER FOREST PRESERVE

	Current Year FY24		Prior Year FY23		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
Revenue						
Donations	-	-	-	-		
Rental Revenue	83,900	21,050	65,200	12,045	9,005	75%
Security Deposit Rev	13,500	3,768	7,000	2,500	1,268	51%
Program Revenue	-	-	-	-		
Total Revenue	97,400	24,818	72,200	14,545	10,273	71%
Expenditure						
Personnel	151,203	21,425	135,349	13,764	7,661	56%
Employee Benefits	47,301	3,940	43,887	8,944	-5,004	-56%
Contractual	-	-	-	-		
Commodities	45,750	13,885	47,050	7,812	6,073	78%
Other	13,500	2,863	9,000	2,460	403	16%
Total Expenditure	257,754	42,113	235,286	32,980	9,133	28%
Surplus/(Deficit)	\$ (160,354)	\$ (17,295)	\$ (163,086)	\$ (18,435)		

Kendall County Forest Preserve
Income Statement
For Period Ended 2/29/2024

3 Month Budget Percent = 25.0%

ENVIRONMENTAL EDUCATION

	Current Year FY24		Prior Year FY23		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
Revenue						
Donations		-	500	636	-636	-100%
Security Deposit						
Credit Card Revenue						
Program Revenue	224,500	117,387	218,060	53,388	63,999	120%
Total Revenue	226,000	117,387	218,560	54,024	63,363	117%
Expenditure						
Personnel	194,872	36,602	170,620	19,475	17,127	88%
Employee Benefits	21,702	3,305	16,786	2,867	438	15%
Contractual						
Commodities	7,550	1,011	7,550	524	488	93%
Other	4,881	1,145	7,270	429	716	167%
Total Expenditure	229,005	42,064	202,226	23,296	18,768	81%
Surplus/(Deficit)	\$ (3,005)	\$ 75,323	\$ 16,334	\$ 30,729		

Kendall County Forest Preserve
Income Statement
For Period Ended 2/29/2024

3 Month Budget Percent = 25.0%

GROUNDS & NATURAL RESOURCES

	Current Year FY24		Prior Year FY23		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
Revenue						
Other Income	37,500	1,390	30,500	4,187	-2,797	-67%
Donations	1,000	-	1,000	525	-525	-100%
Grants	-	-	-	-		
Credit Card Revenue	8,000	345	7,000	615	-270	-44%
Rental Revenue						
Total Revenue	46,500	1,735	38,500	5,327	(3,592)	-67%
Expenditure						
Personnel	163,669	20,077	147,545	19,272	805	4%
Employee Benefits	48,220	8,719	52,707	12,741	-4,022	-32%
Contractual	16,500	1,768	16,500	1,812	-43	-2%
Commodities	36,750	3,197	32,766	6,835	-3,638	-53%
Other	35,160	8,252	35,160	1,185	7,067	597%
Total Expenditure	300,299	42,013	284,078	41,844	169	0%
Surplus/(Deficit)	\$ (253,799)	\$ (40,278)	\$ (245,578)	\$ (36,517)		

Kendall County Forest Preserve
Income Statement
For Period Ended 2/29/2024

3 Month Budget Percent = 25.0%

ELLIS GROUNDS - 1162

	Current Year FY24		Prior Year FY23		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
Revenue						
Donations	-	-	-	-	-	-
Security Deposit	-	-	-	-	-	-
Credit Card Revenue	27,997	-	27,250	-	-	-
Program Revenue	27,997	-	27,250	-	-	-
Total Revenue						
	100.0%	100.0%				
Expenditure						
Personnel	21,947	4,305	20,788	1,986	2,319	117%
Employee Benefits	3,100	453	3,275	459	-6	-1%
Contractual	-	-	-	-	-	-
Commodities	-	-	-	-	-	-
Other	6,400	2,292	5,500	151	2,142	
Total Expenditure	31,447	7,050	29,563	2,595	4,455	172%
	100.0%	100.0%				
Surplus/(Deficit)	(3,450)	(7,050)	(2,313)	(2,595)		

ELLIS CAMPS - 1163

	Current Year FY24		Prior Year FY23		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
Revenue						
Donations	-	-	-	-	-	-
Security Deposit	-	-	-	-	-	-
Credit Card Revenue	13,750	3,571	11,760	2,286	1,285	56%
Program Revenue	13,750	3,571	11,760	2,286	1,285	56%
Total Revenue						
	100.0%	100.0%				
Expenditure						
Personnel	3,790	796	3,484	169	627	371%
Employee Benefits	350	75	322	-	75	
Contractual	-	-	-	-	-	-
Commodities	450	-	450	-	-	-
Other	-	-	500	-	-	-
Total Expenditure	4,590	871	4,756	169	702	415%
	100.0%	100.0%				
Surplus/(Deficit)	9,160	2,700	7,004	2,117		

Kendall County Forest Preserve
Income Statement
For Period Ended 2/29/2024

3 Month Budget Percent = 25.0%

ELLIS RIDING LESSONS - 1164

	Current Year FY24		Prior Year FY23		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
Revenue						
Donations	1	-	-	-		
Security Deposit	-	-	-	-		
Credit Card Revenue	-	-	-	-		
Program Revenue	63,800	7,733	70,000	5,913	1,820	31%
Total Revenue	63,801	7,733	70,000	5,913	1,820	31%
Expenditure						
Personnel	45,900	7,826	42,818	4,107	3,719	91%
Employee Benefits	5,500	612	3,959	676	-64	-9%
Contractual	9,000	980	9,000	630	350	55%
Commodities	14,500	1,360	16,600	1,490	-131	-9%
Other	-	-	1,000	-		
Total Expenditure	74,900	10,777	73,377	6,903	3,875	56%
Surplus/(Deficit)	\$ (11,099)	\$ (3,044)	\$ (3,377)	\$ (989)		

ELLIS BIRTHDAY PARTIES - 1165

	Current Year FY24		Prior Year FY23		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
Revenue						
Donations	-	-	-	-		
Security Deposit	-	-	-	-		
Credit Card Revenue	-	-	-	-		
Program Revenue	6,000	1,234	6,000	970	264	27%
Total Revenue	6,000	1,234	6,000	970	264	27%
Expenditure						
Personnel	7,750	763	7,077	608	155	25%
Employee Benefits	872	75	654	89	-14	-16%
Contractual	-	-	-	-		
Commodities	450	227	450	227		
Other	-	-	-	-		
Total Expenditure	9,072	1,065	8,181	697	368	53%
Surplus/(Deficit)	\$ (3,072)	\$ 169	\$ (2,181)	\$ 273		

Kendall County Forest Preserve
Income Statement
For Period Ended 2/29/2024

3 Month Budget Percent = 25.0%

ELLIS PUBLIC PROGRAMS - 1166

	Current Year FY24		Prior Year FY23		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
Revenue						
Donations	-	-	-	-	-	-
Security Deposit	-	-	-	-	-	-
Credit Card Revenue	-	-	-	-	-	-
Program Revenue	3,000	100	3,000	100	100	100%
Total Revenue	3,000	100	3,000	100	100	100%
Expenditure						
Personnel	2,000	43	2,194	34	9	28%
Employee Benefits	200	4	203	5	(1)	-17%
Contractual	-	-	500	-	-	-
Commodities	150	-	150	-	-	-
Other	-	-	-	-	-	-
Total Expenditure	2,350	47	3,047	39	9	22%
Surplus/(Deficit)	\$ 650	\$ 53	\$ (47)	\$ (39)		

ELLIS SUNRISE CENTER - 1167

	Current Year FY24		Prior Year FY23		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
Revenue						
Donations	-	-	-	-	-	-
Security Deposit	-	-	-	-	-	-
Credit Card Revenue	-	-	-	-	-	-
Program Revenue	13,760	3,820	13,760	3,137	683	22%
Total Revenue	13,760	3,820	13,760	3,137	683	22%
Expenditure						
Personnel	22,000	4,373	19,054	2,169	2,205	102%
Employee Benefits	2,200	379	1,762	181	198	109%
Contractual	500	-	-	-	-	-
Commodities	3,000	-	3,800	-	-	-
Other	-	-	-	-	-	-
Total Expenditure	27,700	4,753	24,616	2,350	2,403	102%
Surplus/(Deficit)	\$ (13,940)	\$ (933)	\$ (10,856)	\$ 787		

Kendall County Forest Preserve
Income Statement
For Period Ended 2/29/2024

3 Month Budget Percent = 25.0%

ELLIS WEDDINGS - 1168

	Current Year FY24		Prior Year FY23		YTD Variance	
	Budget	YTD %	Budget	YTD %	\$ Change	% Change
Revenue						
Donations	-	-	-	-	-	-
Security Deposit	5,000	-	5,000	-	-	-
Credit Card Revenue	-	-	-	-	-	-
Program Revenue	4,500	300 6.7%	9,000	150 1.7%	150	100%
Total Revenue	9,500	300 3.2%	14,000	150 1.1%	150	100%
Expenditure						
Personnel	750	-	1,695	33 1.9%	-33	-100%
Employee Benefits	100	-	160	-	-	-
Contractual	1,700	72 4.2%	1,700	-	72	-
Commodities	-	-	-	-	-	-
Other	5,000	-	5,000	-	-	-
Total Expenditure	7,550	72 0.9%	8,555	33 0.4%	39	120%
Surplus/(Deficit)	\$1,950	\$ 229	\$5,445	\$ 118		

ELLIS OTHER RENTALS - 1169

	Current Year FY24		Prior Year FY23		YTD Variance	
	Budget	YTD %	Budget	YTD %	\$ Change	% Change
Revenue						
Donations	-	-	-	-	-	-
Security Deposit	1,000	-	2,500	-	-	-
Credit Card Revenue	-	-	-	-	-	-
Program Revenue	3,400	-	3,400	225 6.6%	-225	-100%
Total Revenue	4,400	-	5,900	225 3.8%	(225)	-100%
Expenditure						
Personnel	750	-	1,695	-	-	-
Employee Benefits	100	-	160	-	-	-
Contractual	-	-	-	-	-	-
Commodities	-	-	-	-	-	-
Other	1,000	-	1,000	-	-	-
Total Expenditure	1,850	-	2,855	-		
Surplus/(Deficit)	\$2,550		\$3,045	\$225		

Kendall County Forest Preserve
Income Statement
For Period Ended 2/29/2024

3 Month Budget Percent = 25.0%

HOOVER GROUNDS - 1171

	Current Year FY24		Prior Year FY23		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
Revenue						
Donations	-	-	-	-		
Revenue	5,900	-	6,800	750	-750	-100%
Security Deposit Revenue	-	-	-	-		
Credit Card Revenue	-	-	-	-		
Total Revenue	5,900	-	6,800	750	(750)	-100%
Expenditure						
Personnel	72,477	10,425	67,674	6,882	3,543	51%
Employee Benefits	23,411	1,949	21,943	4,472	-2,523	-56%
Contractual	-	-	-	-		
Commodities	45,750	13,885	47,050	7,812	6,073	78%
Other	13,500	2,863	9,000	2,460	403	16%
Total Expenditure	155,138	29,121	145,667	21,626	7,495	35%
Surplus/(Deficit)	\$ (149,238)	\$ (29,121)	\$ (138,867)	\$ (20,876)		

HOOVER BUNKHOUSE - 1172

	Current Year FY24		Prior Year FY23		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
Revenue						
Donations	-	-	-	-		
Rental Revenue	34,000	9,210	28,500	7,965	1,245	16%
Security Deposit Revenue	5,300	1,900	3,000	1,100	800	73%
Credit Card Revenue	-	-	-	-		
Total Revenue	39,300	11,110	31,500	9,065	2,045	23%
Expenditure						
Personnel	36,239	5,212	33,837	3,441	1,771	51%
Employee Benefits	11,705	974	10,972	2,236	-1,262	-56%
Contractual	-	-	-	-		
Commodities	-	-	-	-		
Other	-	-	-	-		
Total Expenditure	47,944	6,187	44,809	5,677	509	9%
Surplus/(Deficit)	\$ (8,644)	\$ 4,923	\$ (13,309)	\$ 3,388		

Kendall County Forest Preserve
Income Statement
For Period Ended 2/29/2024

3 Month Budget Percent = 25.0%

HOOVER CAMPSITE - 1173

	Current Year FY24		Prior Year FY23		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
Revenue						
Donations	-	-	-	-	-	-
Rental Revenue	6,000	160	5,400	-	160	51%
Security Deposit Revenue	-	-	-	-	-	-
Credit Card Revenue	-	-	-	-	-	-
Total Revenue	6,000	160	5,400	-	160	51%
Expenditure						
Personnel	18,119	2,606	16,919	1,721	886	51%
Employee Benefits	5,853	487	5,486	1,118	-631	-56%
Contractual	-	-	-	-	-	-
Commodities	-	-	-	-	-	-
Other	-	-	-	-	-	-
Total Expenditure	23,972	3,093	22,405	2,839	255	9%
Surplus/(Deficit)	\$ (17,972)	\$ (2,933)	\$ (17,005)	\$ (2,839)		

HOOVER MEADOWHAWK LODGE - 1174

	Current Year FY24		Prior Year FY23		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
Revenue						
Donations	-	-	-	-	-	-
Rental Revenue	38,000	11,680	24,500	3,330	8,350	251%
Security Deposit Revenue	8,200	1,868	4,000	1,400	468	33%
Credit Card Revenue	-	-	-	-	-	-
Total Revenue	46,200	13,548	28,500	4,730	8,818	186%
Expenditure						
Personnel	24,368	3,182	16,919	1,721	1,462	85%
Employee Benefits	6,332	530	5,486	1,118	-588	-53%
Contractual	-	-	-	-	-	-
Commodities	-	-	-	-	-	-
Other	-	-	-	-	-	-
Total Expenditure	30,700	3,712	22,405	2,839	873	31%
Surplus/(Deficit)	\$ 15,500	\$ 9,836	\$ 6,095	\$ 1,891		

Kendall County Forest Preserve
Income Statement
For Period Ended 2/29/2024

3 Month Budget Percent = 25.0%

ENV. EDUCATION PUBLIC PROGRAMS - 1179

	Current Year FY24		Prior Year FY23		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
Revenue						
Donations						
Security Deposit						
Credit Card Revenue		222	20,000	4,854	-4,632	-95%
Program Revenue		222	20,000	4,854	(4,632)	-95%
Total Revenue						
	100.0%					
	100.0%					
Expenditure						
Personnel	14,723	2,608	12,500	1,467	1,141	78%
Employee Benefits	1,471	242	1,854	221	21	9%
Contractual	-	-	-	-		
Commodities	750	249	750	31	218	709%
Other	500	-	500	-		
Total Expenditure	17,444	3,099	15,604	1,719	1,380	80%
Surplus/(Deficit)	\$ 2,556	\$ (2,877)	\$ 4,396	\$ 3,135		

ENV. EDUCATION LAWS OF NATURE - 1180

	Current Year FY24		Prior Year FY23		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
Revenue						
Donations						
Security Deposit						
Credit Card Revenue						
Program Revenue						
Total Revenue						
	80.3%					
	8.4%					
	11.3%					
	100.0%					
Expenditure						
Personnel	4,265	763	3,780	297	466	157%
Employee Benefits	449	57	575	29	28	94%
Contractual	-	-	-	-		
Commodities	600	-	600	-		
Other	-	-	-	-		
Total Expenditure	5,314	820	4,955	326	494	151%
Surplus/(Deficit)	\$ (5,314)	\$ (820)	\$ (4,955)	\$ (326)		

Forest Preserve District Debt Service - Series 2003/2012
Fund 1902
For Period Ended 2/29/2024

3 Month Budget % = 25.0%

ACCOUNT & DESCRIPTION	Budget 2024	Actual YTD	% of Budget
Beginning Balance	\$ 1,077	\$ 1,077	
REVENUE			
190211 41010 Current Tax			
190211 41350 Interest Income		5	
Total Revenue	0	5	
EXPENDITURE			
190211 61380 Transfer to Debt Service			
190211 61420 Transfer to FP Capital			
190211 68640 Fiscal Agent Fee			
190211 68650 Debt Service - Interest 2012			
190211 68700 Debt Service - Principal 2012			
Total Expenditure	0	0	
Ending Balance	\$ 1,077	\$ 1,082	
Revenue over/(under) Expenditure	\$ -		

Forest Preserve District Debt Service - Series 2007/15/16/17
Fund 1903
For Period Ended 2/29/2024

3 Month Budget % = 25.0%

ACCOUNT & DESCRIPTION	Budget 2024	Actual YTD	% of Budget
Beginning Balance			
REVENUE			
190311 40280 Transfer from FP Debt		5,849,640	
190311 41010 Current Tax	5,710,248		0.0%
190311 41350 Interest Income	55,386	13,907	25.1%
Total Revenue	5,765,634	13,907	0.2%
EXPENDITURE			
190311 61420 Transfer to FP Capital Fund 1907	81,467		0.0%
190311 66500 Other Expenditure	475		0.0%
190311 68640 Fiscal Agent Fee	1,900		0.0%
190311 68710 Debt Service - Interest 2015	351,690	176,160	50.1%
190311 68720 Debt Service - Principal 2015	45,000	45,000	100.0%
190311 68730 Debt Service - Interest 2016	278,788	141,694	50.8%
190311 68740 Debt Service - Principal 2016	230,000	230,000	100.0%
190311 68750 Debt Service - Interest 2017	104,375	104,375	100.0%
190311 68760 Debt Service - Principal 2017	4,175,000	4,175,000	100.0%
Total Expenditure	5,268,695	4,872,229	92.5%
Ending Balance	\$ 6,346,579	\$ 991,319	
Revenue over/(under) Expenditure	\$ 496,939		

**KCFP Endowment Fund
Fund 1904
For Period Ended 2/29/2024**

3 Month Budget % = 25.0%

ACCOUNT & DESCRIPTION	Budget 2024	Actual YTD	% of Budget
Beginning Balance	\$ 846,056	\$ 846,056	
REVENUE			
190411 40500 Transfer fm Pickerrill-Pigott IDNR Fund 1913	300,000		0.0%
190411 41350 Interest Income	30,000	7,817	26.1%
190411 41720 Donations - Hughes Estate	160,000	10,000	6.3%
190411 42970 Grant Award	300,000		0.0%
Total Revenue	790,000	17,817	2.3%
EXPENDITURE			
190411 61390 Transfer to Pickerrill-Pigott IDNR Fund 1913	300,000		0.0%
190411 62150 Contractual Services	170,550	11,835	6.9%
190411 70330 Construction	1,304,080		0.0%
Total Expenditure	1,774,630	11,835	0.7%
Ending Balance	\$ (138,574)	\$ 852,037	
Revenue over/(under) Expenditure	\$ (984,630)		

**FP Section 319 Fund - LRC Dam Removal
Fund 1905**

For Period Ended 2/29/2024

3 Month Budget % = 25.0%

ACCOUNT & DESCRIPTION	Budget 2024	Actual YTD	% of Budget
Beginning Balance	\$	-	
REVENUE			
190511 40500 Transfer fm Pickerill-Pigott IDNR Fund 1913	504,842		0.0%
190511 43880 Kendall County Escrow LR Creek	336,562		0.0%
190511 42970 USEPA Section 319 Grant Award	504,842		0.0%
Total Revenue	1,346,246	0	0.0%
EXPENDITURE			
190511 61390 Transfer to Pickerill-Pigott IDNR Fund 1913	504,842		0.0%
190511 70060 Consultant - A&E Services	110,000		0.0%
190511 70330 Construction	731,404		0.0%
Total Expenditure	1,346,246	0	0.0%
Ending Balance	\$	-	
Revenue over/(under) Expenditure	\$	-	

**Forest Preserve Capital Fund
Fund 1907
For Period Ended 2/29/2024**

3 Month Budget % = 25.0%

ACCOUNT & DESCRIPTION	Budget 2024	Actual YTD	% of Budget
Beginning Balance	\$ 487,873	\$ 487,873	
REVENUE			
190711 40510 Transfer from FP Debt Fund 1902	81,467		0.0%
190711 41350 Interest Income	6,000	4,507	75.1%
190711 42490 Other Revenue		550	
Total Revenue	87,467	5,057	5.8%
EXPENDITURE			
190711 62160 Equipment Replacement	200,000	21,426	10.7%
190711 66500 Project Fund Expense	30,000	850	2.8%
190711 68500 Project Fund Expense - Ellis House Roof Replacement	70,000		0.0%
190711 68500 Project Fund Expense - Hoover Shop Roof Replacement	90,000		0.0%
Total Expenditure	390,000	22,276	5.7%
Ending Balance	\$ 185,340	\$ 470,653	
Revenue over/(under) Expenditure	\$ (302,533)		

**FP Land Cash
Fund 1910
For Period Ended 2/29/2024**

3 Month Budget % = 25.0%

ACCOUNT & DESCRIPTION	Budget 2024	Actual YTD	% of Budget
Beginning Balance	\$ 135,405	\$ 135,405	
REVENUE			
191011 42910 Transfer In From FP Land Cash	114,757		0.0%
191011 42970 Grant Awards	75,000		0.0%
Total Revenue	189,757	0	0.0%
EXPENDITURE			
191011 67410 Land Acquisition	325,161		0.0%
Total Expenditure	325,161	0	0.0%
Ending Balance	\$ 1	\$ 135,405	
Revenue over/(under) Expenditure	\$ (135,404)		

**KCFP Liability Insurance Fund
Fund 1911**

For Period Ended 2/29/2024

3 Month Budget % = 25.0%

ACCOUNT & DESCRIPTION	Budget 2024	Actual YTD	% of Budget
Beginning Balance	\$ 46,300	\$ 46,300	
REVENUE			
191111 40020 Transfer from FP			
191111 40320 Transfer from FP Operating Fund			
191111 41350 Insurance Claim Reimbursement			
191111 42120 Interest Income			
Total Revenue	0	0	
EXPENDITURE			
191111 68990 Claims/Deductibles	25,000		0.0%
Total Expenditure	25,000	0	0.0%
Ending Balance	<u>\$ 21,300</u>	<u>\$ 46,300</u>	
Revenue over/(under) Expenditure	<u>\$ (25,000)</u>		

Forest Preserve District Pickerill-Piggott IDNR-PARC Grant Fund
Fund 1913
For Period Ended 2/29/2024

3 Month Budget % = 25.0%

ACCOUNT & DESCRIPTION	Budget 2024	Actual YTD	% of Budget
Beginning Balance	\$ 828,200	\$ 828,200	
REVENUE			
191311 40390 ARPA Grant Award			
191311 41350 Interest Income			
191311 42250 Revenue			
191311 42970 Grant Award			
Total Revenue	0	0	
EXPENDITURE			
191311 61360 Transfer to LRC Dam Remova	504,842		-100.0%
191311 61570 Transfer to KCFP Endowment	300,000		-100.0%
Total Expenditure	0	0	
Ending Balance	\$ 828,200	\$ 828,200	
Revenue over/(under) Expenditure	\$ -		

Forest Preserve District American Rescue Plan Act (ARPA) Fund
Fund 1914
For Period Ended 2/29/2024

3 Month Budget % = 25.0%

ACCOUNT & DESCRIPTION	Budget 2024	Actual YTD	% of Budget
Beginning Balance	\$ 58,264	\$ 58,264	
REVENUE			
191411 40390 ARPA Grant Award	100,000		0.0%
191411 41350 Interest Income			
Total Revenue	100,000	0	0.0%
EXPENDITURE			
191411 51160 Salaries - Part Time		230	
191411 51390 Salaries - Full Time	39,028	7,655	19.6%
191411 61160 IMRF Expense	2,272	346	15.2%
191411 63050 FICA Expense	2,986	453	15.2%
191411 63060 Health Insurance Expense	13,875	3,421	24.7%
191411 68530 Preserve Improvements	98,139		0.0%
191411 70330 Construction			
Total Expenditure	156,300	12,104	7.7%
Ending Balance	\$ 1,964	\$ 46,159	
Revenue over/(under) Expenditure	\$ (56,300)		

Forest Preserve District Debt Service - Series 2021
Fund 1915
For Period Ended 2/29/2024

3 Month Budget % = 25.0%

ACCOUNT & DESCRIPTION	Budget 2024	Actual YTD	% of Budget
Beginning Balance	\$ 65,335	\$ 65,335	
REVENUE			
191511 41010 Current Tax	82,544		0.0%
191511 41350 Interest Income	100		0.0%
Total Revenue	82,644	0	0.0%
EXPENDITURE			
191511 66500 Miscellaneous Expense	475		0.0%
191511 68640 Fiscal Agent Fee	1,107		0.0%
191511 68790 Debt Service - Interest 2021	33,544	17,272	51.5%
191511 68800 Debt Service - Principal 2021	50,000	50,000	
Total Expenditure	85,126	67,272	79.0%
Ending Balance	\$ 62,853	\$ (1,937)	
Revenue over/(under) Expenditure	\$ (2,482)		

AMENDMENT AND RESTATEMENT OF
INTERGOVERNMENTAL AGREEMENT BETWEEN THE
KENDALL COUNTY FOREST PRESERVE DISTRICT AND THE VILLAGE
OF MINOOKA CONCERNING THE MCDANIEL PROPERTY ON HOLT ROAD

This Amendment and Restatement of Intergovernmental Agreement is made and entered into by and between the KENDALL COUNTY FOREST PRESERVE DISTRICT, a body politic and corporate (hereinafter the "District") and the VILLAGE OF MINOOKA (hereinafter the "Village"), an Illinois municipal corporation.

WITNESSETH:

WHEREAS, the District is authorized, pursuant to the powers granted to the Downstate Forest Preserve Act of the State of Illinois (70 ILCS 805 *et seq.*), to acquire property for forest preserve purposes, which includes, *inter alia*, the power to acquire property for natural resource conservation and for recreational purposes; and

WHEREAS, the Village is authorized under the powers set forth in the Illinois Municipal Code (65 ILCS 5/1-1-1 *et. seq.*), to acquire, maintain and operate property for municipal purposes, which includes, *inter alia*, the power to acquire, maintain and operate property for recreational purposes; and

WHEREAS, the District and the Village have purchased property which is known as the McDaniel Property (hereinafter the "Property"), which is described in Exhibit A attached hereto; and

WHEREAS, the Property was purchased to help to meet the needs for open space and recreation in an underserved area that was projected to have rapid population growth; and

WHEREAS, the District and the Village have determined that it is reasonable, necessary and desirable to enter into this Agreement to add certain terms regarding Federal Land & Water Conservation Grants; and

WHEREAS, the District and the Village are authorized to enter into this Agreement by Article VII, Section 10 of the State of Illinois Constitution of 1970 and the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*).

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

1. The recitals set forth above are incorporated herein and made a part of this Agreement.

2. The parties agree to purchase the Property, which is approximately 18.13 acres, for \$20,000 per surveyed acre and hold the property in joint ownership.

3. The parties divided the cost of the purchase price of the Property; the District's share was \$150,500 and the Village's share was \$211,500.

4. The parties divided evenly any costs and fees associated with the purchase of the Property including, but not limited to, assessment, survey, title commitment, closing costs, legal fees, so long as these expenses are agreed upon prior to being incurred.

5. The parties agree that the District shall be responsible for natural areas management of the Property and that the Village shall be responsible for any police and emergency services required at the Property.

6. The parties further agree that they shall work cooperatively in the future to facilitate public use of the Property.

7. The parties agree that in the event a grant award is made that requires a declaration of use restriction and covenants to be recorded on the Property under the terms of the Federal Land & Water Conservation Fund Grant Program, the parties will execute and record the Declaration of Use Restriction and Covenant attached hereto as Exhibit B.

8. This Agreement may be amended or terminated only by the express written consent of both the District and the Village. In the event either party wishes to terminate its interest in said property, the party so terminating its interest shall execute a deed, quit claiming any claim, right, or title to said property to the non-terminating party, without cost to the non-terminating party.

9. The terms of this Agreement shall be binding on the successors and assigns of both the District and the Village.

10. This Agreement is executed in duplicate and each party shall retain one completely executed copy, each of which is deemed an original.

11. Any and all improvement upon the property shall be undertaken only after written agreement as to the type and kind of improvement and as to costs of said improvements.

(signature page follows)

IN WITNESS WHEREOF, the parties hereto have set their hands this _____ day
of _____, 2024.

KENDALL COUNTY FOREST PRESERVE DISTRICT

By: _____
Its: _____

Attest:

By: _____
Its: _____

VILLAGE OF MINOOKA

By: _____
Frederic Offerman, Village President

Attest:

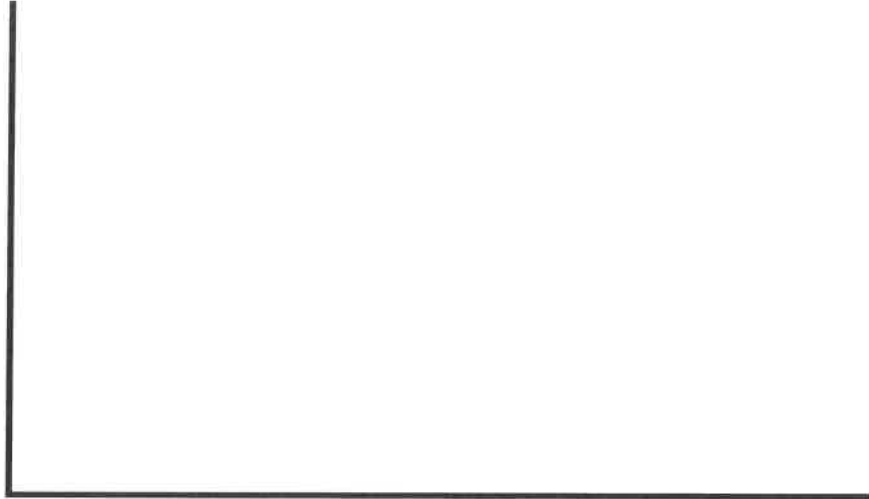
By: _____
Orsola Evola, Village Clerk

EXHIBIT A

Legal Description of McDaniel Property

EXHIBIT B

Declaration of Use Restriction and Covenant



Declaration of Use Restriction and Covenants

This Declaration is made this ____ day of _____, 2024 by Kendall County Forest Preserve District and the Village of Minooka (hereinafter referred to as “Owners”) of the property commonly known as vacant land located on Holt Road and adjacent to the Aux Sable Creek, Kendall County, Illinois bearing part of the PIN 09-34-300-010 and legally described as follows:

THAT PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 35 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 34; THENCE SOUTH 89 DEGREES 35 MINUTES 35 SECONDS WEST ALONG THE NORTH LINE OF SAID WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 34 FOR A DISTANCE OF 38.00 FEET; THENCE SOUTH 00 DEGREES 10 MINUTES 32 SECONDS WEST ALONG A LINE PARALLEL WITH THE EAST LINE OF SAID WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 34 FOR A DISTANCE OF 696.81 FEET; THENCE SOUTH 89 DEGREES 35 MINUTES 35 SECOND WEST ALONG A LINE PARALLEL WITH THE NORTH LINE OF SAID WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 34 FOR A DISTANCE OF 376.11 FEET; THENCE NORTH 00 DEGREES 10 MINUTES 32 SECONDS EAST ALONG A LINE PARALLEL WITH THE EAST LINE OF SAID WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 34 FOR A DISTANCE OF 397.14 FEET; THENCE SOUTH 24 DEGREES 13 MINUTES 02 SECONDS WEST FOR A DISTANCE OF 190.05 FEET; THENCE SOUTH 39 DEGREES 37 MINUTES 02 SECONDS WEST FOR A DISTANCE OF 435.36 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 149.39 FEET; THENCE SOUTH 22 DEGREES 45 MINUTES 52 SECONDS EAST FOR A DISTANCE 204.99 FEET; THENCE SOUTH 34 DEGREES 38 MINUTES 31 SECONDS EAST FOR A DISTANCE OF 311.28 FEET; THENCE SOUTH 27 DEGREES 28 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 264.58 FEET; THENCE SOUTH 38 DEGREES 19 MINUTES 54 SECONDS EAST FOR A DISTANCE OF 314.81 FEET; THENCE SOUTH 31 DEGREES 06 MINUTES 16 SECONDS EAST FOR A DISTANCE OF

242.12 FEET; THENCE SOUTH 03 DEGREES 22 MINUTES 07 SECONDS WEST FOR A DISTANCE OF 155.75 FEET; THENCE SOUTH 7 DEGREES 43 MINUTES 35 SECONDS WEST FOR A DISTANCE OF 116.67 FEET; THENCE SOUTH 19 DEGREES 54 MINUTES 57 SECONDS WEST FOR A DISTANCE OF 131.04 FEET TO A POINT ON A LINE BEING 164.91 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 34; THENCE NORTH 89 DEGREES 43 MINUTES 37 SECONDS EAST ALONG THE LAST DESCRIBED LINE FOR A DISTANCE OF 115.09 FEET TO A POINT ON THE EAST LINE OF SAID WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 34; THENCE NORTH 00 DEGREES 10 MINUTES 32 SECONDS EAST ALONG THE LAST DESCRIBED LINE FOR A DISTANCE OF 2488.54 FEET TO THE POINT OF BEGINNING, ALL IN IN KENDALL COUNTY, ILLINOIS.

The Owners now desire to subject the property to the following Use Restriction and Covenants:

The Real property described herein must be maintained for public outdoor recreation use purposes only as prescribed by the State of Illinois, Department of Natural Resources under terms of the federal Land & Water Conservation Fund (LWCF) grant program (17 IL Adm Code 3030) and shall not be sold or exchanged or have other encumbrances placed on the title, in whole or in part, which divests control or interest in the property to another party without prior approval from the State of Illinois, Department of Natural Resources or its successor and the U.S. Department of the Interior, National Park Service or its successor. Nor shall this Use Restriction and Covenant be rescinded, revised or revoked without prior approval from the State of Illinois, Department of Natural Resources or its successor and the U.S. Department of Interior, National Park Service or its successor.

VILLAGE OF MINOOKA

By: _____
Frederick Offerman
Its: Village President

STATE OF _____)
) §§
COUNTY OF _____)

ACKNOWLEDGEMENT

I, _____, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that on this day there personally appeared before me Frederic Offerman (*name*), personally known to me to be the Village President (*title*) of the Village of Minooka and the same person that affixed his/her signature upon the foregoing instrument, and stated and affirmed that he/she signed and delivered the above and foregoing instrument as his/her free and voluntary act and deed, and as the free and voluntary act and deed of the Village of Bradley, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 2024.

My Commission Expires:

_____, 20_____.

Notary Public

Prepared By and Mail to:

Christian G. Spesia
Spesia & Taylor
1415 Black Rd.
Joliet, IL 60435

CONCEPT PRESENTATION



Subat Nature Center

SUBMITTED TO:

KENDALL COUNTY FOREST PRESERVE

Client Address



Kluber
Architects + Engineers



bluestone + associates

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Site Development

Upland Design

Pathway and Parking Concepts



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Site Overall

- New Gravel Parking Lot
 - 29 spaces
 - 2 ADA Spaces on Asphalt
 - Accessible Connection to Shelter, Restroom, and Nature Center
- Amphitheater seating
- Nature Center
- 8' Asphalt Trail
- 8' Crushed Limestone Trail
- 8' Boardwalk
 - Minimally Disruptive Footings
- Regional Trail Connection

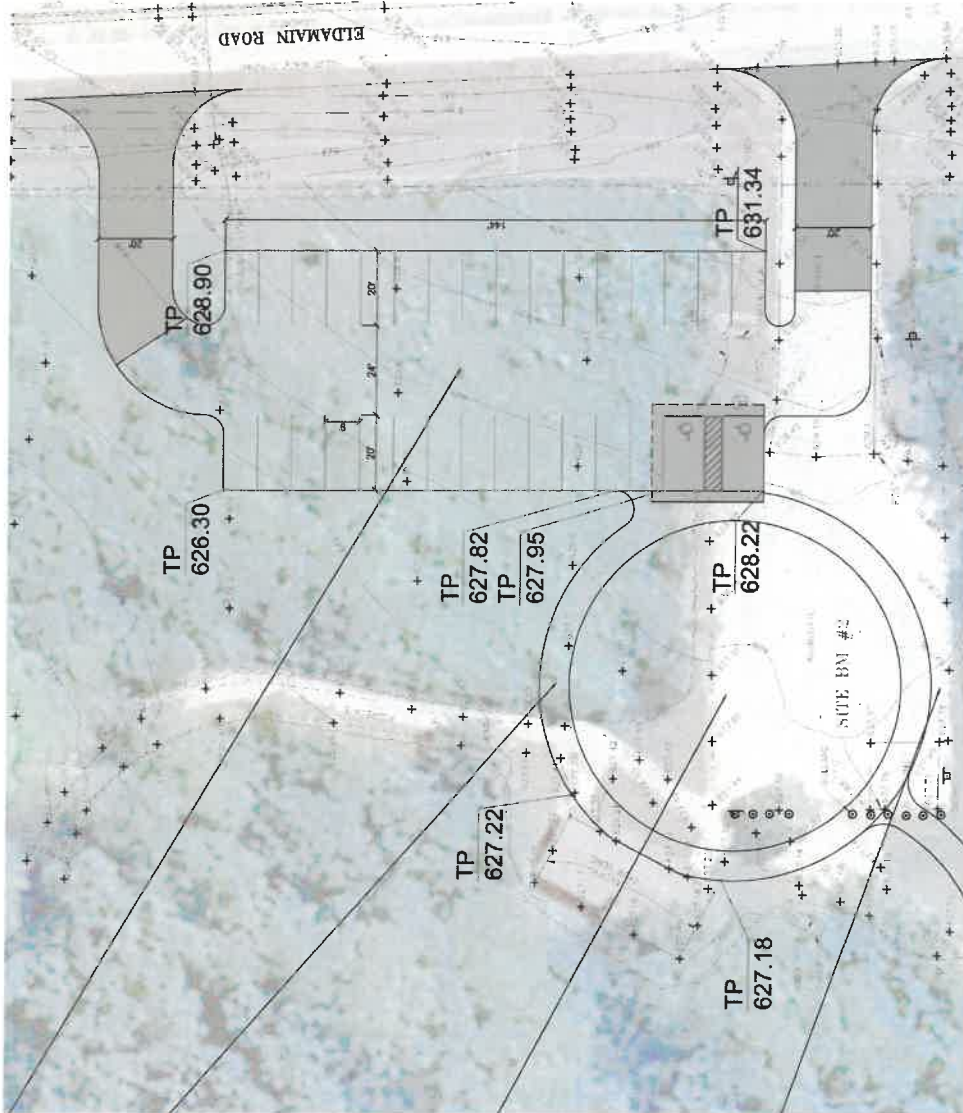


Parking and Welcome Circle

New Gravel Parking Lot

- 29 spaces
- 2 ADA Spaces on Asphalt
- 8' Crushed Limestone Loop
- Accessible Connection to Shelter, Restroom, and Trail

Open Lawn
Native Buffer



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Nature Center

8' Crushed Limestone Trail

8' Asphalt Trail

Amphitheater Seating

- Accessible Connection to Trail

In-Ground Fire Pit

- Concrete Curb

Nature Center Structure

- Storage Rooms

- Picnic Table Seating

- Rain Gardens with Native Planting

- Interpretive Signage



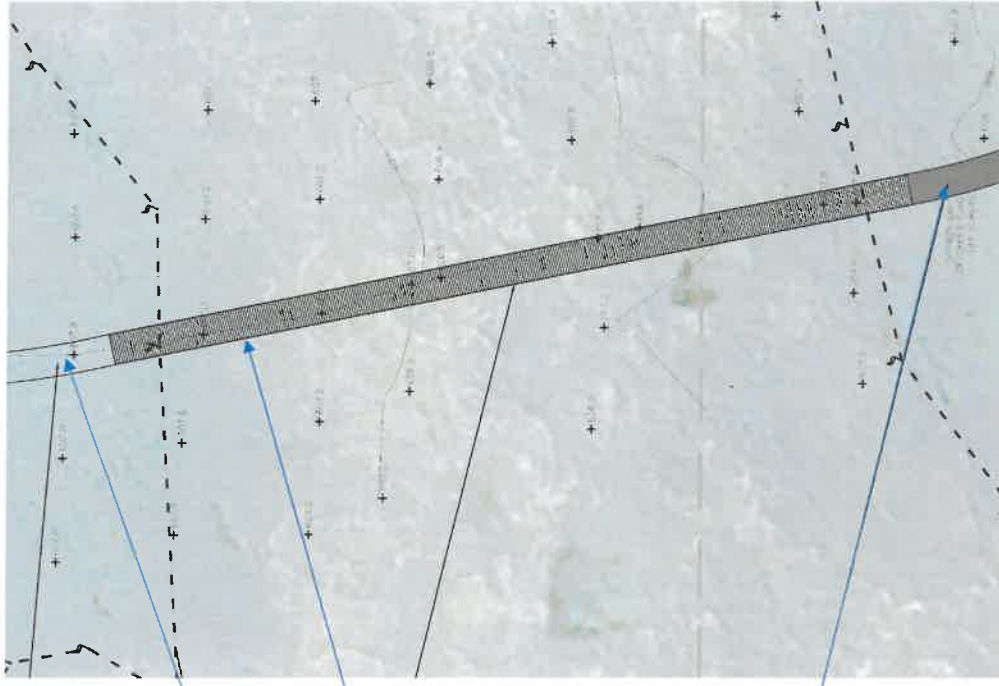
Wetland Boardwalk

8' Crushed Limestone Trail

8' Boardwalk

- Minimally Disruptive Footings

8' Asphalt Trail

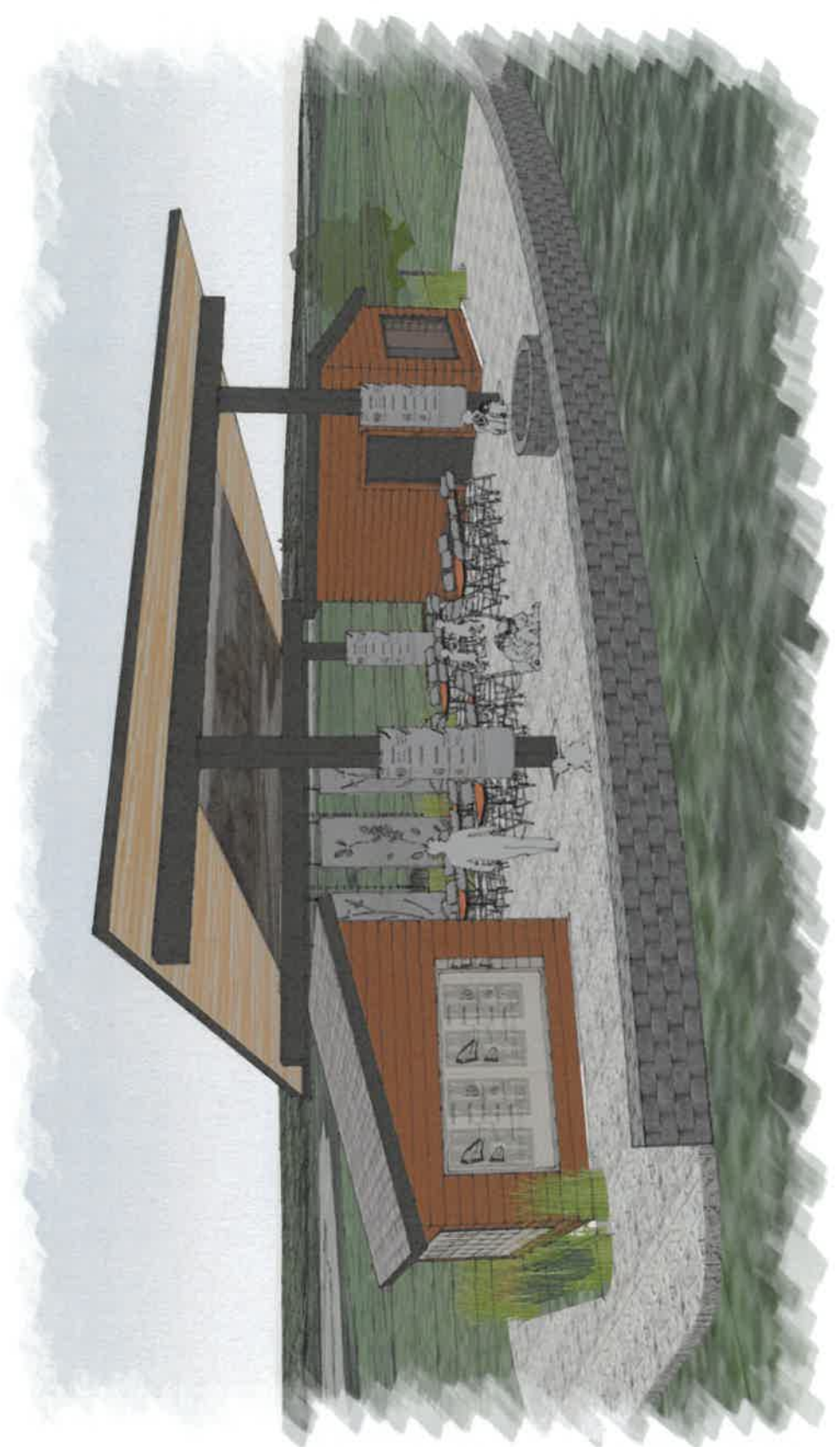


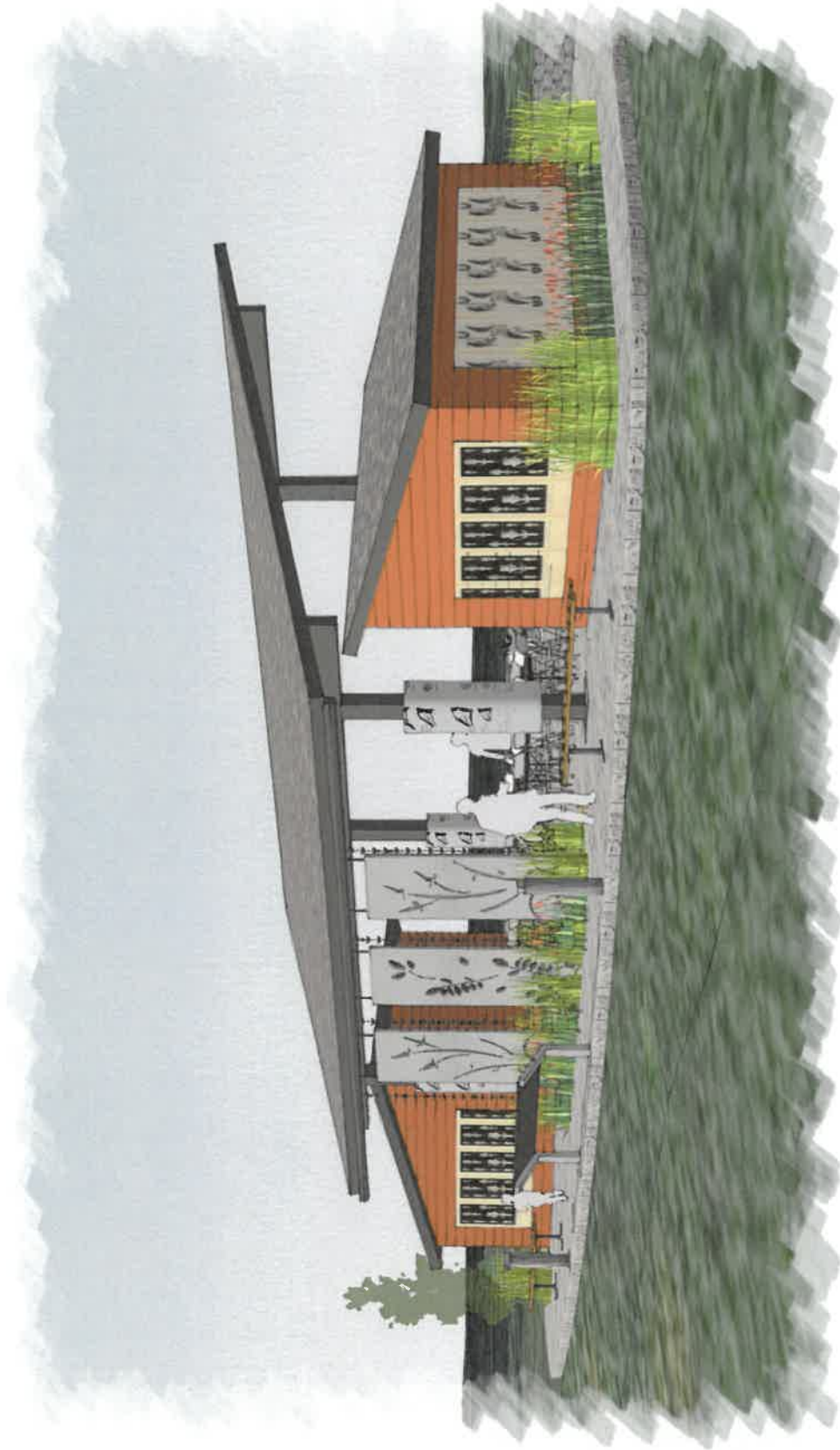
Preliminary Nature Center Designs

Kluber Architects + Engineers

Concepts for Site built and Prefabricated Designs







Kluber
Architects + Engineers

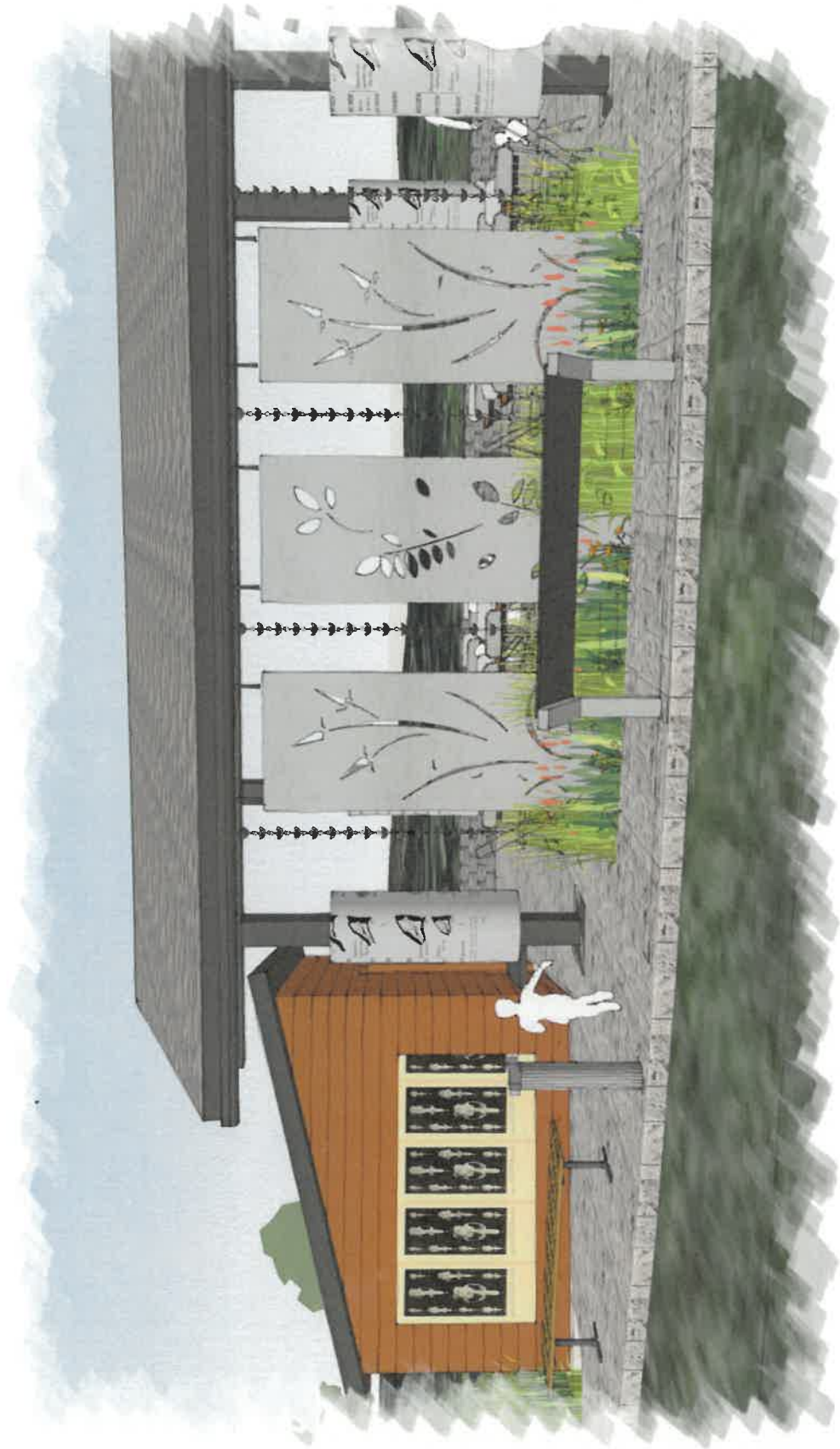


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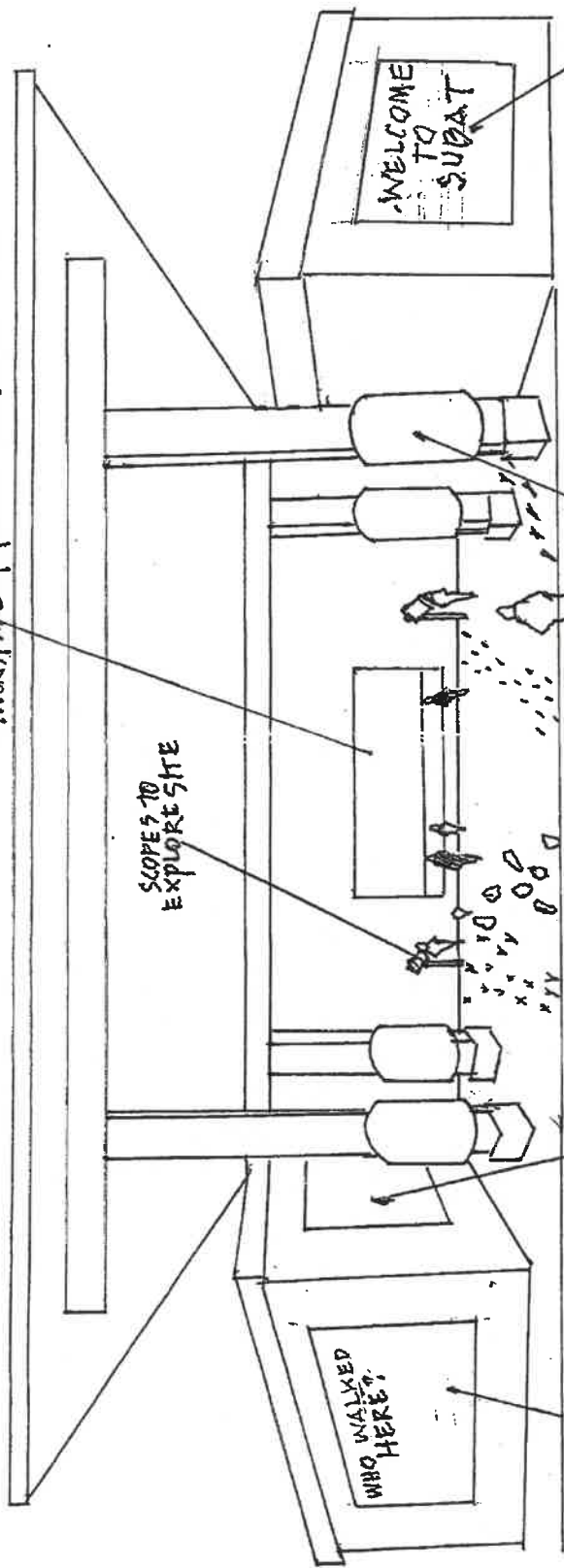
Interpretive Displays

Bluestone + Associates

Preliminary Research and Storytelling



INTRODUCTORY
SUMMARY PANEL.
BOTTOM SECTION
HIGHLIGHTS SITE
HISTORY AND STORIES
TREATMENT PANEL WITH PAINTED GRAPHICS



FLAT GRAPHICS
INTRO TO SITE
BRIEF HISTORY
WHAT'S IN
STORE FOR
TODAY

COLUMN WRAP
EACH OF FOUR
IS A HABITAT
GOOD QUOTES
FACTOIDS

SCOPE TO
EXPLORE SITE

GLASS DISPLAY CASE
DOOR TO STORAGE AREA

SITE MAP
FLAT GRAPHIC PANEL
HABITAT
WHO WALKED HERE STORY

2 PERSPECTIVE SKETCH OF SUBAT NATURE CENTER
USING MORE MODEST STORYTELLING TOOLS
1.18.24 NTS: PD

DD Cost Estimates & Timeline

Preliminary Opinion of Cost



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1 - Nature Center and Amphitheater						
PROJECT COMPONENTS	QUANTITY	UNIT	COST	EXTENSION		
Site Preparation						
Site Preparation, Earthwork, Grading and Removals	9	CY	\$ 90.00	\$	810	
Undercut and PGE	50	CY	\$ 90.00	\$	4,500	
Site Improvements						
Seatwall at Amphitheater	75	LF	\$ 395.00	\$	29,625	
Wall at Fire Pit - Concrete Curb	25	LF	\$ 80.00	\$	2,000	
Drainage at Seatwall	75	LF	\$ 32.00	\$	2,400	
Drainage at Rain Garden	20	LF	\$ 32.00	\$	640	
Drain Cleanout	1	EA	\$ 750.00	\$	750	
Mitered Drain	2	EA	\$ 750.00	\$	1,500	
Landscape and Lawn Restoration						
Soil Mix at Rain Gardens	34	CY	\$ 90.00	\$	3,060	
Perennials and Ornamental Grasses	0	EA	\$ 25.00	\$	By Owner	
Native Seed Mix	0	SY	\$ 9.50	\$	By Owner	
Nature Center Structure - Including Interpretive Display Allowance						
Excavation and backfill	1	LS	\$ 54,875.00	\$	54,875	
Foundations	1	LS	\$ 54,500.00	\$	54,500	
Specialty Stamped Concrete	3300	SF	\$ 27.85	\$	91,905	
5" concrete slab (Building Interior)	350	SF	\$ 14.00	\$	4,900	
Canopy Steel	1	LS	\$ 40,000.00	\$	40,000	
Wood Carpentry, Door and Frames, Framing & Roof TJI's + Plyw	1	LS	\$ 164,850.00	\$	164,850	
Wood Soffit - Stained	1	LS	\$ 24,500.00	\$	24,500	
Asphalt Architectural Shingle Roofing & Metal Trim	1850	SF	\$ 16.25	\$	30,063	
Fiber Cement Siding & Trim (Incl beam and column wraps)	1825	SF	\$ 12.85	\$	23,451	
Display window	1	Allow	\$ 4,500.00	\$	4,500	
CNC Cut Panels, powder coating & Rain Chains (Allowance)	1	Allow	\$ 12,000.00	\$	12,000	
Exhibits, Wayfinding, and Interpretive Signs	1	LS	\$ 110,000.00	\$	110,000	
Park Benches	4	Ea	\$ 1,000.00	\$	4,000	
1 - Sub-Total Nature Center, Interpretive Display Allowance & Amphitheater				\$	664,829	

2 - Parking Lot					
PROJECT COMPONENTS	QUANTITY	UNIT	COST	EXTENSION	
Site Preparation					
Partial Site Preparation, Earthwork, Grading and Removals	510	CY	\$ 90.00	\$	45,900
Undercut and PGE	250	CY	\$ 90.00	\$	22,500
Site Improvements					
Asphalt Paving - Parking	384	SY	\$ 56.00	\$	21,504
Asphalt to Stone Transition	27	SY	\$ 56.00	\$	1,512
Gravel Parking	1118	SY	\$ 38.00	\$	42,484
Crushed Limestone Paving	277	SY	\$ 35.00	\$	9,695
Site Equipment					
ADA Parking Sign	2	EA	\$ 750.00	\$	1,500
Wheelstop	32	EA	\$ 110.00	\$	3,520
Landscape and Lawn Restoration					
Shade Trees					By Owner
Native Seed Mix	0	SY	\$ 9.50	\$	By Owner
Lawn Restoration - Seed and Blanket	0	SY	\$ 7.50	\$	By Owner
2 - Sub-Total Parking Lot				\$	148,615



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3 - Trail and Boardwalk					
PROJECT COMPONENTS	QUANTITY	UNIT	COST	EXTENSION	
Site Preparation					
Site Preparation, Earthwork, Grading and Removals	736	CY	\$ 90.00	\$	66,240
Undercut and PGE	210	CY	\$ 90.00	\$	18,900
Site Improvements					
Asphalt Paving - Trail	793	SY	\$ 56.00	\$	44,408
Crushed Limestone Paving	1222	SY	\$ 35.00	\$	42,770
Boardwalk	1680	SF	\$ 112.00	\$	188,160
Landscape and Lawn Restoration					
Native Restoration - Seed and Blanket	0	ACRE	\$ 9,500.00	By Owner	
3 - Sub-Total Trail & Boardwalk			\$		360,478
Sub-Total 1 - 3 Above					
1 - Sub-Total Nature Center, Interpretive Display Allowance & Ampitheater			\$		664,829
2 - Sub-Total Parking Lot			\$		148,615
3 - Sub-Total Trail & Boardwalk			\$		360,478
Grand-Total Projects 1-3			\$		1,173,922



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Architects + Engineers

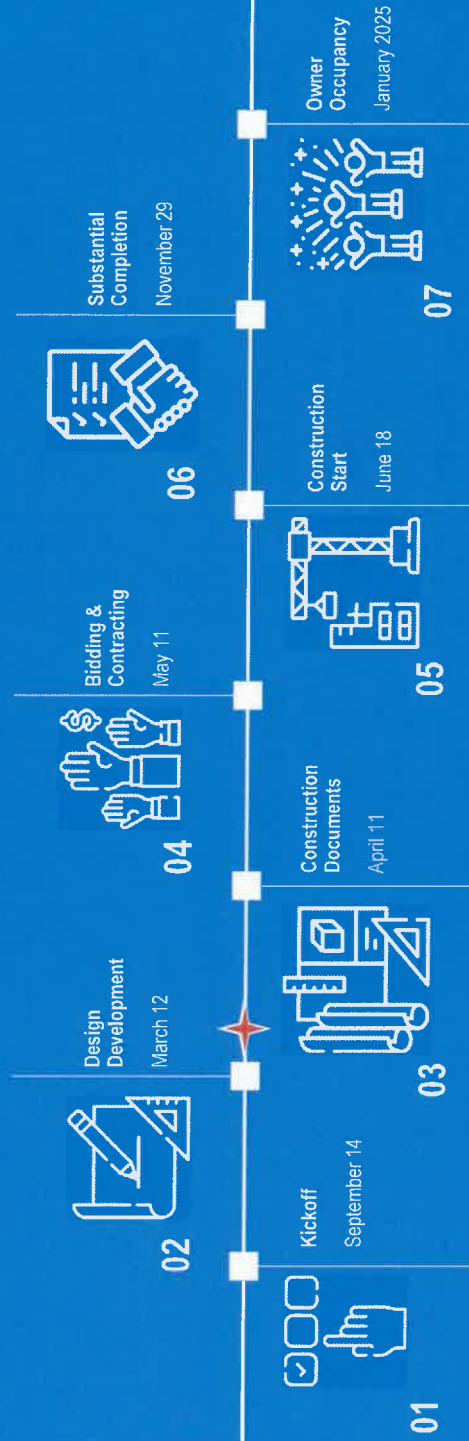
General Contractor Expenses					
General Contractor; Site Supervision - 6 months (On-Site while work is being performed)	6	Months	\$ 12,500.00	\$	75,000
General Contractor; Project Management - 6 Months (part Time Only)	6	Months	\$ 5,000.00	\$	30,000
General Conditions (3%)				\$	35,218
Bonds and Insurance (1.5%)				\$	17,609
G.C. Overhead & Profit (8%)				\$	93,914
Construction Contingency (5%)			Construction Cost of Work	\$	1,425,662
				\$	71,283
			Total Construction Cost of Work with Construction Contingency	\$	1,496,945
			Consultant Fee Balance Remaining	\$	144,027
			Owner's Construction Soil Borings and Construction Testing Allowance	\$	25,000
			Total Project Cost with Construction Contingency	\$	1,665,972

OTHER CONSIDERATIONS: Detention Area - Scope May Be Removed. (Assumes the County will not require the District to construct a detention area) If not, then these costs shall be added to the project total.

PROJECT COMPONENTS	QUANTITY	UNIT	COST	EXTENSION
Site Preparation				
General Conditions	1	LS	\$ 2,925.00	\$ 2,925
Site Preparation, Earthwork, Grading and Removals	750	CY	\$ 70.00	\$ 52,500
Landscape and Lawn Restoration				
Native Restoration - Seed and Blanket	0.50	ACRE	\$ 12,000.00	\$ 6,000
			Sub-Total Detention Area	\$ 61,425



Estimated Development Timeline



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Kendall County Forest Preserve District
Designated Horse Trail License Agreement
Millbrook Trail Rides LLC

This License Agreement (“Agreement”) is entered into upon the date of the last signature below, by and between the Kendall County Forest Preserve District, a body politic and Illinois unit of local government (hereinafter the “District”), and Millbrook Trail Rides, LLC (hereinafter the “Licensee”), a licensed for profit business in the State of Illinois.

RECITALS

1. The District owns the Millbrook North Forest Preserve in Millbrook, Illinois.
2. Millbrook North Forest Preserve contains an unimproved turf trail corridor (“License Area”).
3. Licensee desires to use, and provide assistance maintaining, the License Area and Trail Corridor as specified in **Exhibit A** to conduct guided horse trail rides (the “Programs”) for the Millbrook Trail Rides, LLC paying clients. (Exhibit A is attached and incorporated into this Agreement by reference).

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the District and Licensee agree as follows:

1. Incorporation

The foregoing recitals are hereby incorporated into this section as if fully reinstated herein.

2. Grant of License - License Period

Subject to the terms and conditions contained in this Agreement, the District grants to Licensee a license (the “License”) for the following periods:

2024: Beginning May 1, 2024 and ending on September 29, 2024

2025: Beginning May 1, 2025 and ending on September 28, 2025

During these periods, Licensee may access the License Area to conduct the Programs on the dates and during the hours specified within the attached **Exhibit B**. Exhibit B is attached and incorporated into this Agreement by reference. Such use in accordance with this Agreement is hereinafter referred to as the “Licensed Use”. The District shall issue ten (**10**) special use permit tags representing the total number of horses owned or leased and used by Licensee, Licensee’s employees and/or agents, and the Licensee’s trail riders, customers and/or clients for the Licensed Use of the License Area. Licensee’s employees, agents and clients also shall have a non-exclusive right to use of the Licensed Area. Special Use Permit tags will be carried by the trail riding guide at all times while within the Millbrook North Forest Preserve License Area.

3. Supplementary Scheduling

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

The District reserves the right, and intends to communicate trail access restrictions, including closing sections of the designated trail corridor to address safety hazards, support farm license or trail corridor management activities, or to address other preserve maintenance needs. The District shall work to provide as much advance notification as possible to the Licensee for any required closures to avoid scheduled use conflicts.

4. Non-Exclusive License

The License shall be non-exclusive, and the District shall continue its use of the License Area subject to Licensee's scheduled use of such property pursuant to the terms and conditions of this Agreement. The District shall have the right, but not the obligation, to enter onto the License Area at any time to inspect, maintain, repair, replace and reconstruct any improvements located thereon, in such manner as to not unreasonably interfere with the rights of the Licensee under this agreement.

This Agreement is not, and does not, constitute a lease or other rental agreement, and Licensee's non-exclusive right to use the License Area may be terminated by the District's Board of Commissioners in accordance with the terms set forth in this Agreement.

5. Payment Provisions

Licensee shall provide a lump sum payment prior to the start of each annual license period to the District in the sum of two thousand five hundred dollars (\$2,500.00) representing payment in full for each License period for use of the License Area in accordance with the Exhibit B schedule. Future license fees will be determined in subsequent license agreements.

6. Trail Maintenance

Licensee, through its contractors, employees, principals, agents and/or volunteers may, at its own expense, perform routine maintenance within the Licensed Area and defined trail corridor only. Licensee may use both hand and gas/battery powered tools, chain saws, and all-terrain vehicles for access within the designated trail corridor to support trail maintenance activities during the license period. Licensee shall not make any structural improvements and/or changes, except those related to routine maintenance as stated to the District's property without the prior express written consent of the District.

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

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

Licensee is restricted from applying herbicides or other chemicals within the forest preserve. Any necessary use of chemicals for management of natural areas shall be applied by the District at the District's expense.

Licensee shall include the following provisions in any written agreements with contractors who will be tasked with activities in the License Area:

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

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

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

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

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

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

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

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

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

The District shall have no liability or responsibility for the protection, safety or condition of the Licensed Area, the Licensee's or Licensee's contractor's agents, equipment, employees, horses or trail riders/users, and the Licensee hereby waives any and all claims against the District in regard to the same.

Licensee shall immediately advise the District of any damage to any District property, including District facilities within the License Area, after each and every use of the License Area by the Licensee. Any turf impacts shall be the responsibility of the Licensee to promptly address by the

Licensee or Licensee's Maintenance Contractors as part of the Licensee's maintenance functions.

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

The Licensee shall provide a copy of, and name the District (as "Kendall County Forest Preserve District, Kendall County, Illinois") as releasee and protected District within, the Waiver of Liability signed by all Licensee clients, customers or users as provided and set forth in **Exhibit C**.

7. Indemnification and Required Insurance Coverages

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

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

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

Licensee is responsible for producing a Certificate of Insurance listing the District as a Certificate Holder as follows: Kendall County Forest Preserve District – Millbrook North Forest Preserve 110 W. Madison Street Yorkville, Illinois 60560

All coverage shall be placed with insurers authorized to conduct business in Illinois with a current A.M. Best's rating of no less than A:VII. Each insurance policy shall not be cancelled or changed without thirty (30) calendar days prior written notice, given by the insurance carrier to the Forest Preserve at the address set forth herein.

Minimum Scope and Limit of Insurance.

All coverage shall be at least as broad as the following:

Coverage shall be at least as broad as Insurance Services Form CG 00 01 covering CGL on an "occurrence" basis, (including property damage at \$100,000 per occurrence), bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence, \$2,000,000 aggregate with a claimant limit per claim and for each wrongful act of no less than \$10,000.00. Coverage shall also include \$25,000.00 for equine professional liability.

If the Licensee maintains broader coverage and/or higher limits than the minimums shown above, the Forest Preserve requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Licensee. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Forest Preserve.

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

Additional Insured Status

The District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of the licensing of the facility, 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 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

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 District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Licensee's insurance and shall not contribute with it.

Waiver of Subrogation

Licensee hereby grants to District a waiver of any right to subrogation which any insurer of said Licensee may acquire against the District 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 District has received a waiver of subrogation endorsement from the insurer.

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 District.

Verification of Coverage:

Licensee shall furnish Forest Preserve 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 the Kendall County Forest Preserve District before commencement of activities. However, failure to obtain the required documents prior to the work beginning shall not waive the Licensee's obligation to provide them. Forest Preserve reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

8. Provision and Maintenance of Equipment

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

9. Licensee's Rights and Obligations

In all Licensed Use, Licensee shall adhere to all applicable County and District ordinances, rules, regulations, policies, and procedures. Licensee and all of Licensee's employees, contractors, volunteers, members, agents, principals, and participants shall follow the District's General Use Ordinance whenever on District Property. (General Use Ordinance is available here: www.kendallcountylil.gov/home/showpublisheddocument/977/638059323693670000.) Violation of the District's General Use Ordinance shall result in the immediate suspension of this License Agreement and any active License pending review of the violation and determination of penalty by the District's Board of Commissioners.

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

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

10. Term, Termination and Modification

The District reserves the right to alter the terms and conditions of the License, or to terminate the License, after providing fourteen (14) days advance written notice if the District is cancelling the license due to no cause of Licensee.

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

Unless sooner terminated in accordance with the provisions of this Agreement, and subject to the survival of certain obligations as provided in this Agreement, this Agreement shall terminate for all purposes on September 29, 2024. Use of designated trail by the Licensee after this date will be considered a violation of the District's General Use Ordinance.

11. No Third Party Beneficiary / Joint Venture

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

12. Liens

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

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

13. General Provisions

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

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

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

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

It is understood and agreed to by the parties that all contracts entered into by a government body, such as Kendall County, are open to public review and as such will be on file with the County Clerk's office and may be discussed in open session pursuant to the Illinois Open Meetings Act (5 ILCS 120/1 *et seq.*) and/or may be released pursuant to the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*).

Any notice required or permitted to be given pursuant to this Agreement shall be duly given if sent by fax, certified mail, or courier service and received, in the case of notice to the District, Kendall County Forest Preserve District, Attention: Director, 110 West Madison Street, Yorkville, Illinois, 60560, fax (630) 553-4023 with copy sent to: Kendall County State's Attorney, 807 John Street, Yorkville, Illinois, 60560, fax (630) 553-4204. And, in the case of Licensee, to: Millbrook Trail Rides, LLC 8078 Whitfield Road, Millbrook, IL 60536. Neither party shall assign, sublet, sell, or transfer its interest in this Agreement without the prior written consent of the other.

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

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

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

Licensee, its officers, employees, and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act., the Illinois Public Works Employment Discrimination Act, 775 ILCS 10/0.01 *et seq.*, as amended, and all applicable rules and regulations. Licensee, its officers, employees, subcontractors, and agents shall maintain a written sexual harassment policy that complies with the requirements of 775 ILCS 5/2-105 and shall comply with all fair employment practices and equal employment opportunity/affirmative action requirements set forth in applicable state and federal laws and regulations.

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

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

In any action with respect to this Agreement, the parties are free to pursue any legal remedies at law or in equity. If Kendall County is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this Agreement, and by reason thereof, Kendall County is required to use the services of an attorney, then Kendall County shall be entitled to reasonable attorneys' fees, court costs, expenses and expert witness fees incurred by Kendall County pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.

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

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

By: _____ Date: _____
Brian DeBolt, President
Kendall County Forest Preserve District

By: _____ Date: _____
Edward Sleezer, Owner
Millbrook Trail Rides

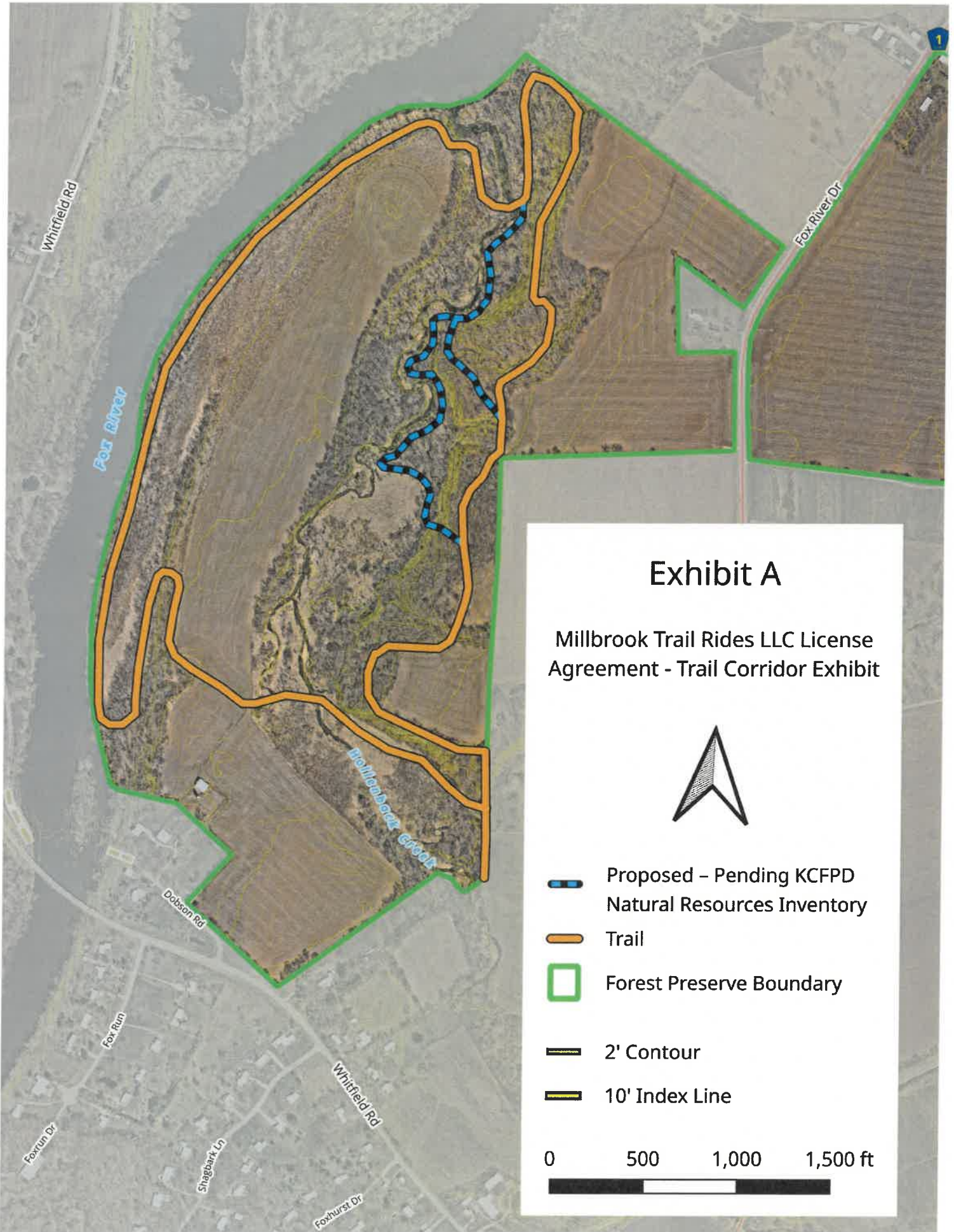







Exhibit A

Millbrook Trail Rides LLC License Agreement - Trail Corridor Exhibit



-  Proposed - Pending KCFPD Natural Resources Inventory
-  Trail
-  Forest Preserve Boundary
-  2' Contour
-  10' Index Line

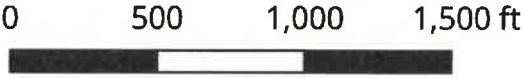


Exhibit B:

Millbrook North Forest Preserve – Designated Trail Corridor Schedule for Access
Millbrook Trail Rides License Agreement

Dates for Access:

May 1, 2024 to September 29, 2024

May 1, 2025 to September 28, 2025

Access Days and Times

Wednesdays 10 am to 6 pm

Thursdays 9 am to 4 pm

Fridays 10 am to 6 pm

Saturdays 10 am to 6 pm

Sundays 9 am to 4 pm

Millbrook Trail Rides and Kendall County Forest Preserve District Equine Activity Liability Waiver and Release

To: Millbrook Trail Rides, LLC (hereafter called MTR) & KENDALL COUNTY FOREST PRESERVE DISTRICT, ILLINOIS, a municipal Corporation (hereinafter called Forest Preserve), and its Commissioners, Employees, Agents and Volunteers.

I, the undersigned, desire to participate in Millbrook Trail Rides, LLC (MTR) equestrian-related riding activities at the Kendall County Forest Preserve District's Millbrook North Forest Preserve, including but not limited to, riding, horse-handling, ground crew, or being present at equestrian activities as an observer or other activity related, however slight, to equestrian activities at events held by the MTR and Kendall County Forest Preserve and subject to the rules of the MTR/Forest Preserve presently in force and as modified from time to time, and under the direction and control of authorized MTR/Forest Preserve personnel. I have read the instructions related to the MTR/Forest Preserve equestrian-related activities, and agree to abide by all its terms and conditions as set forth therein and as modified from time to time hereafter.

In consideration of the MTR/Forest Preserve accepting the undersigned for participation in equestrian-related and trail riding activities and the educational and other benefits to be received by the undersigned, and with the understanding that a horse may be startled by sudden movement, noise or other factors, and may shy suddenly, rear, stop short, bite, buck, kick, or run with its rider, especially when the ride is conducted through an outdoor or natural setting as lessons and trail rides will be, I hereby assume all risks of any nature whatsoever related to the program including, but not limited to, those risks set out above, and on my own behalf, on behalf of my child or ward, and on behalf of my child's ward's heirs, executors, and administrators.

I give permission to MTR/Kendall County Forest Preserve to use my (or my child's / ward's) photographic likeness in all forms and media for advertising, trade, and any other lawful purposes.

By checking this box, I decline these photographic permissions.

I understand that at no time am I an employee or agent of the MTR/Forest Preserve, its Commissioners, Employees, Agents, and Volunteers.

- a) I voluntarily waive, release, and hold harmless the MTR/Forest Preserve, its elected officials, officers, employees, agents, and other volunteers from any and all claims, causes of action and damages for bodily injury or death that I may suffer as a result of, or in any manner connected with, directly or indirectly, my participation in equestrian-related activities associated with the MTR/Kendall County Forest Preserve District when such bodily injury or death is the result of my own negligent or intentional acts or omissions of another program student. I understand that this waiver and release precludes my right to recovery of damages in the event I am injured in the course of my participation in equestrian-related activities associated with the MTR/Kendall County Forest Preserve.
- b) I shall defend, hold harmless and indemnify the MTR/Forest Preserve, its elected officials, officers, employees, agents and other volunteers from and against all damagers, claims, liabilities, causes of action, judgments, settlements, costs and expenses (including but not limited to reasonable expert witness and attorney fees) that may at any time arise or be claimed by any person as a result of bodily injury, death or property damage, or as a result of any other claim or cause of action of any nature whatsoever, arising from or in any manner connected with, directly or indirectly, my negligent or intentional acts or omissions in my participation in equestrian-related activities associated with the MTR/Kendall County Forest Preserve.

EXHIBIT C: Equine Activity Liability Waiver and Release - FINAL

I have read, fully understand and agree to the assumption of risk, waiver, and release, hold harmless and indemnification terms as set forth above.

The participant's birthday is the _____ day of _____, _____.

If the participant is less than 18-years of age, the participant's parent(s) or guardian(s) must sign this Agreement on behalf of the participant, agreeing to the terms and conditions of this agreement

Participant Signature

Print Participant's Name

Parent or Guardian Signature

Print Parent or Guardian Name

Indicate signature relationship to student (circle one): Father Mother Guardian

Mailing Address: _____

Emergency Contact Name and Number: _____

Date: _____ E-mail: _____



2024 Earth Day Benefit Dinner Sponsorship Opportunities

The Conservation Foundation works in your neighborhood to save nearby nature, protect our region's vital waterways, and connect people of all ages to the wonders of the natural world.

Our annual Earth Day Benefit Dinner is a critical source of funding for this important work. We are excited to gather at Bobak's Signature Events in Woodridge again this April.

Save the Date: April 25, 2024 at 5pm.

Commit before March 1st, 2024 to be included on the invitation.



We need your help to make this fundraiser a success. On the back, you'll find a description of our four sponsorship levels. If you have any questions or ideas, please contact Abby Beck at 630-428-4500 Ext. 135 or abeck@theconservationfoundation.org

Visit www.theconservationfoundation.org/benefit for more event info and to become a sponsor online!

Will you offer your support as a sponsor?

**\$7,500
OAK**

- Logo on invitation & all pre-event communications
- Logo on website, social media, & program
- Logo on-screen during event
- 8 tickets & reserved seats closest to the stage
- Recognition during event
- Logo on Silent Auction site
- Logo on signage
- Invitation to guided hike with the CEO

**\$5,000
MAPLE**

- Name on invitation & all pre-event communications
- Logo on website, social media & program
- Logo on-screen during event
- 8 tickets & reserved seats
- Recognition during event
- Logo on Silent Auction site
- Logo on event signage

**\$2,500
BIRCH**

- Name on invitation & all pre-event communications
- Logo on website & social media
- Logo on-screen during event
- Name in the program
- 8 tickets & reserved seats

**\$1,500
REDBUD**

- Name on invitation & all pre-event communications
- Logo on website
- Logo on-screen during event
- Name in the program
- 8 tickets & reserved seats

Yes! We would like to support The Conservation Foundation as a 2024 Earth Day Benefit Sponsor!

Please Check One:

Oak (\$7,500) Maple (\$5,000) Birch (\$2,500) Redbud (\$1,500)

Name David Guritz, Exec. Advisor

Company Name (if applicable) Kendall County Forest Preserve District

City, State, Zip Yorkville, IL 60560

Telephone 630-553-4025

Email kforest@kendallcountyil.gov

Name on card _____

Credit Card #/Exp. Date _____

Signature _____

Please scan the code or send this form to:

The Conservation Foundation
Attn: Abby Beck
10S404 Knoch Knolls Road
Naperville, IL 60565

abeck@theconservationfoundation.org



Visit www.theconservationfoundation.org/benefit for more event info and to become a sponsor online!

Kendall County



YEAR-TO-DATE BUDGET REPORT

FOR 2024 03

ACCOUNTS FOR:	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COI
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	.00%
190311 41350 Interest Income	-55,386	-55,386	-13,907.41	.00	.00	-41,478.59	25.1%
190311 61420 Trnsf. to FP Capital	81,467	81,467	.00	.00	.00	81,467.00	.00%
190311 66500 Miscellaneous Expense	1,900	1,900	.00	.00	.00	1,900.00	.00%
190311 68640 Fiscal Agent Fee	351,690	351,690	176,160.00	.00	.00	175,530.00	50.1%
190311 68710 Dbt SRV 2015 Interest	45,000	45,000	45,000.00	.00	.00	.00	100.0%
190311 68720 Dbt SRV 2015 Principa	278,788	278,788	141,693.75	.00	.00	137,094.25	50.8%
190311 68730 Dbt SRV 2016 Interest	230,000	230,000	230,000.00	.00	.00	.00	100.0%
190311 68740 Dbt SRV 2016 Principa	104,375	104,375	104,375.00	.00	.00	.00	100.0%
190311 68750 Dbt SRV 2017 Interest	4,175,000	4,175,000	4,175,000.00	.00	.00	.00	100.0%
190311 68760 Dbt SRV 2017 Principa	-496,939	-496,939	4,858,321.34	.00	.00	-5,355,260.34	-977.6%
TOTAL FP Debt Service 2015/2016/2	-496,939	-496,939	4,858,321.34	.00	.00	-5,355,260.34	-977.6%
TOTAL FP Debt Service 2015/2016/2	-496,939	-496,939	4,858,321.34	.00	.00	-5,355,260.34	-977.6%
TOTAL REVENUES	-5,765,634	-5,765,634	-13,907.41	.00	.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 - NET OF REVENUES/EXPENSES			-4,858,321.34				
REVISED FUND BALANCE			991,318.84				

YEAR-TO-DATE BUDGET REPORT

FOR 2024 03

ACCOUNTS FOR:	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
1915 FP Debt Service 2021							
191511 FP Debt Service 2021							
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			

**Kendall County Forest Preserve District
Grounds Coordinator and Resident
Lease Agreement**

THIS AGREEMENT ("Lease Agreement") is made and entered into this 20TH day of March, 2024 by and between the Kendall County Forest Preserve District ("District"), a unit of local government, and Jon Kolka (referred to as "Employee-Tenant"), an individual currently residing at [REDACTED], for and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. PURPOSE.

This Lease Agreement provides for the Tenants' possession and use of the Grounds Coordinator and Resident House, the surrounding fenced yard, and the storage shed, located at Hoover Forest Preserve – 11285 W. Fox Road, Yorkville, Illinois, 60560 (hereinafter referred to as the "Residence"), an image of which is attached as Exhibit A, during the Employee-Tenant's employment as a Grounds Coordinator and Resident by the District. By signing this Lease Agreement, the parties affirm their agreement that Employee-Tenant is required to live at the Residence as a condition of his continued employment by the District as the Grounds Coordinator and Resident; the Residence is located on District property; and the Residence is provided for the convenience of the District by allowing the Employee-Tenant to promptly respond to District needs at Hoover Forest Preserve outside of regular business hours. Also, this Lease Agreement confirms the parties' understanding and agreement that the Employee-Tenants' possession and use of the Residence is part of the Employee-Tenant's total wage and benefits compensation package as Grounds Coordinator and Resident for the District. *Nothing in this Lease Agreement is intended to and/or does create a contract of employment, express or implied. Employee-Tenant's employment with the District is "at-will", which means Employee-Tenant's employment relationship may be terminated at any time, with or without cause.*

2. PROPERTY.

2.1 Leased Property. District owns certain real property and improvements consisting of the Residence. District desires to lease the Residence to Tenants upon the terms and conditions contained herein. Tenants desire to lease the Residence from District on the terms and conditions contained herein.

2.2 Personal Property. The District and Tenants each agree that any personal property, such as equipment, furniture, or other non-fixture items, purchased by either the Tenants or the District, either prior to or during the term of this Lease Agreement shall remain the personal property of the party who furnished the funds to purchase the personal property. All personal property of the Tenants shall be removed from the Premise at the termination of this Lease Agreement, unless otherwise agreed to in writing by the parties. Tenants specifically waive any claim of damage against the District for any personal property damaged as a result of an act of nature, including, but not limited to lightning strikes and floods. District is not responsible for providing any personal property, equipment, furniture or other non-fixture items to the Tenants.

Tenants' Initials: _____

3. TERM.

3.1 Term. The term of this Lease Agreement commences on March 21, 2024 with both parties' execution of this Lease Agreement, and shall terminate immediately upon (a) the Employee-Tenant's separation of employment from the District, or (b) one (1) year from the Lease Agreement commencement date of March 21, 2025 following both parties' execution of this Lease Agreement, whichever occurs first.

3.2 Upon termination of the Lease Agreement, Tenants shall immediately vacate the Residence and shall have seven (7) calendar days to remove all personal property from the Residence, unless otherwise authorized and agreed to in writing by both parties. All obligations outstanding at the time of termination shall survive the Lease Agreement.

3.3 Early Termination. Either party may terminate this Lease Agreement upon providing thirty (30) calendar days written notice to the other party. Except that both parties may agree, in writing, to terminate the Lease Agreement at any time and waive the thirty (30) days written notice.

4. RENT.

4.1 Rent. The rent for the Residence shall be five hundred eighty seven dollars and fifty-four cents (\$587.54) per week. This amount includes the cost of Utilities as discussed in section 12 of this Lease Agreement. The weekly rent payment shall be due and owing on the Saturday immediately following the conclusion of the weekly rental period. For purposes of this Agreement, a week shall be Saturday through Friday. The parties agree that only a single monthly rent payment of two hundred and fifty dollars (\$250.00) shall be due and owing for the first prorated month and first two full months of this lease agreement (March 21 to April 30, 2024 and May 1 to May 31, 2024). Thereafter, the parties agree that only a single monthly rent payment of five hundred dollars (\$500.00) shall be due and owing from Tenants to the District in any month that Employee-Tenant is employed by the District. The balance of the weekly rent value shall be considered a part of the Employee-Tenant's total compensation package during his or her employment with the District as Grounds Coordinator and Resident. Weekends and holidays do not delay or excuse Tenants' obligation to timely pay rent.

4.2 Delinquent Rent. Rent is due no later than the first day of each month. If not paid by the due date, rent shall be considered overdue and delinquent. If Tenant fails to timely pay any monthly rent payment, Tenant will pay District a late charge of \$25.00 per day until rent is paid in full. If the District receives the rent within two (2) calendar days of the Due Date, the District will waive the late charges for that month. Any waiver of late charges under this paragraph will not affect or diminish any other right or remedy the District may exercise for Tenants' failure to timely pay rent.

4.3. Returned Checks. In the event any payment by Tenant is returned for insufficient funds ("NSF") or if Tenant stops payment, Tenant will pay \$25.00 to District for each such check, plus late charges, as described above, which will accrue until District has received payment. Furthermore, District may require in writing that Tenants pay all future Rent payments by cash, money order, or cashier's check.

4.4. Order in which funds are applied. The District will apply all funds received from Tenant first to any non-rent obligations of Tenant including late charges, returned check

charges, charge-backs for repairs, and brokerage fees, then to rent, regardless of any notations on a check.

5. SECURITY DEPOSIT.

5.1 Amount. Tenant shall deposit with the District the sum of two-thousand five hundred dollars and no cents (\$2,500.00) as security for any damage caused to the Residence during the term hereof.

5.2 Refund. Upon termination of the Lease Agreement, all funds held by the District as security deposit may be applied to the payment of accrued rent and the amount of damages that the District has suffered by reason of the Tenants' noncompliance with the terms of this Lease Agreement or with any and all federal, State, or local laws, ordinances, rules, regulations, and orders affecting the cleanliness, use, occupancy and preservation of the Residence.

A. Deductions.

District may deduct reasonable charges from the security deposit for:

- (1) Unpaid or accelerated rent;
- (2) Late charges;
- (3) Unpaid utilities;
- (4) Costs of cleaning, deodorizing, and repairing the Residence and its contents for which Tenants are responsible;
- (5) Pet violation charges;
- (6) Replacing unreturned keys, garage door openers, or other security devices;
- (7) The removal of unauthorized locks or fixtures installed by Tenants;
- (8) Insufficient light bulbs;
- (9) Packing, removing, and storing abandoned property;
- (10) Removing abandoned or illegally parked vehicles;
- (11) Attorney fees and costs of court incurred in any proceeding against Tenants;
- (12) Any fee due for early removal of an authorized keybox; or
- (13) Other amounts Tenants are responsible to pay under this Lease Agreement.

B. If deductions exceed the security deposit, Tenants will pay to District the excess within ten (10) calendar days after District makes written demand. The security deposit will be applied first to any non-rent items, including late charges, returned check charges, repairs, and brokerage fees, then to any unpaid rent.

6. USE OF RESIDENCE.

The Residence shall be used and occupied solely by Tenants and Tenants' immediate family. It shall be used exclusively as a private, single-family dwelling, and no part of the Residence shall be used at any time during the term of this Lease Agreement by Tenants or Tenants' immediate family for the purpose of carrying on any business (other than District business), profession, or trade of any kind, or for any purpose other than as a private, single-family dwelling. Tenants shall not allow any other person, other than Tenants' immediate family or transient relatives and friends who are guests of Tenants, to use or occupy the Residence without first obtaining District's written consent to such use or occupation. Tenants shall comply with any and all federal, State, and local laws, ordinances, rules, regulations, and orders affecting the cleanliness, use, occupancy and preservation of the Residence. Tenants

understand and agree that all residents and visitors of the Residence shall comply with the District's General Use Ordinance while on District property.

7. CONDITION OF RESIDENCE.

7.1 Original Condition. Tenants stipulate, represent, and warrant that Tenants have examined the Residence, and it is, at the time of execution of this Lease Agreement, in good order, in good repair, and in a safe, clean and habitable condition.

7.2 Surrender Condition. Upon termination of this Lease Agreement, Tenants shall surrender the Residence to District in good and broom-clean condition, excepting ordinary wear and tear. Tenants shall remove all of their personal property and any improvements installed by Tenants and required to be removed by the District. Tenants shall return all keys and property belonging to the District.

8. DEFAULTS & REMEDIES,

8.1 Tenants' Default. Tenants shall be in default in the event of any of the following: (a) if Tenants fails to perform any obligation to be performed by Tenants hereunder and such failure shall continue for thirty (30) calendar days after written notice by District; provided, however, if the nature of such default is such that the same cannot reasonably be cured within a thirty (30) calendar day period, then Tenants shall not be deemed to be in default if it shall commence such cure within such thirty (30) calendar day period, and, thereafter, rectify and cure such default with due diligence; or (b) if Tenants abandon or vacate the Residence or ceases to use the Residence for the stated purpose as set forth in this Lease Agreement.

8.2 Remedies in Default. In the event of a default by Tenants, District may pursue any remedies available to it at law or in equity, including injunction, at its option, without further notice or demand of any kind to Tenants or any other person. In the event of a default, the District may also immediately terminate this Lease Agreement and Tenants' right to possession of the Residence and recover possession of the Residence and remove all persons therefrom.

9. ASSIGNMENT AND SUB-LETTING.

Tenants shall not assign this Lease Agreement, or sub-let or grant any license to use the Residence or any part thereof without the District's prior written consent. An assignment, sub-letting, or license without the prior written consent of District or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at District's option, terminate this Lease Agreement.

10. ALTERATIONS AND IMPROVEMENTS.

Tenants shall make no structural repairs, alterations, or improvements of the Residence or construct any building or make any other improvements of the Residence without the prior written consent of District. Any and all alterations, changes, and/or improvements built, constructed, or placed on the Residence by Tenants shall, unless otherwise provided for by written agreement between District and Tenants, be at the Tenants' sole expense and shall become the sole property of the District and remain on the Residence at the termination of this Lease Agreement. At any time during the term of this Lease Agreement, the District shall have the authority to make modifications, alterations, repairs, and improvements as it deems necessary and upon reasonable notice to Tenants.

11. HAZARDOUS MATERIALS.

Tenants shall not keep at the Residence any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion at the Residence or that might be considered hazardous or extra hazardous by any responsible insurance company.

12. UTILITIES.

12.1 Costs. District shall be responsible for arranging and paying for the following utility services: internet, electricity, gas, and telephone (“Utilities”). Tenants are responsible for all other desired services.

12.2 Failure, Stoppage, or Interruptions. District shall not be liable for, and Tenants shall not be entitled to, any damages, abatement, or reduction in rent value by reason of any interruption or failure in the supply of utilities, including, but not limited to interruptions or failures caused by lightning strikes and floods. No failure, stoppage, or interruption of any utility or service, including but not limited to lightning strikes and floods, shall be construed as an eviction of Tenants, nor shall it relieve Tenants from any obligation to perform any covenant or agreement under this Lease Agreement. In the event of any failure, stoppage, or interruption of utilities or services, District’s shall use its reasonable efforts to attempt to restore all services promptly.

12.3 Installation of Equipment. Tenants agree that they shall not install any equipment that exceeds or overloads the capacity of the utility facilities serving the Residence, and that if equipment installed by Tenants requires additional utility facilities, installation of the same shall be at Tenants’ expense, but only after District’s written approval of same.

12.4 Compliance & Modifications. District shall be entitled to cooperate with the energy and water conservation efforts of governmental agencies or utility suppliers. District reserves the right from time to time to make modifications to the utility systems serving the Residence.

13. MAINTENANCE, REPAIR, AND RULES.

13.1 Maintenance Obligations. Tenants will, at their sole expense, keep and maintain the Residence and appurtenances in good and sanitary condition and repair during the term of this Lease Agreement and any renewal thereof. These obligations include, but are not limited to the following requirements:

- A. Not obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only;
- B. Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;
- C. Maintain the grounds and lawn area of the Residence, including regularly mowing the lawn.
- D. Not obstruct or cover the windows or doors;
- E. Not leave windows or doors in an open position during any inclement weather;

- F. Not hang any laundry, clothing, sheets, etc., from any window, rail, porch or balcony nor air or dry any of same within any yard area or space;
- G. Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of District;
- H. Keep all air conditioning filters clean and free from dirt;
- I. Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. Tenants shall not allow any sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Tenants;
- J. Ensure Tenants' family and guests at all times maintain order in the Residence and at all places on the Residence, and shall not make or permit any loud or improper noises, or otherwise disturb other visitors and District users;
- K. Keep all radios, television sets, stereos, etc., turned down to a level of sound that does not annoy or interfere with other District users;
- L. Deposit all trash, garbage, rubbish or refuse in the locations provided at the Residence and not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of the Residence;
- M. Abide by and be bound by any and all rules and regulations affecting the Residence or Tenants which may be adopted or promulgated by the District's Board of Commissioners.

13.2 Mechanics Liens. Tenants shall keep the Residence free and clear of all encumbrances, mechanics liens, stop notices, demands, and claims arising from work done by or for Tenants or for persons claiming under Tenants, and Tenants shall defend District, its officers, directors, employee, and agents, including its past, present and future commissioners, elected officials, and agents, with counsel of District's choosing, indemnify and save District, its officers, directors, employee, and agents, including its past, present and future commissioners, elected officials, and agents, free and harmless from and against any claims arising from or relating to the same.

14. DAMAGE TO RESIDENCE.

In the event the Residence is destroyed or rendered wholly uninhabitable by fire, storm, earthquake, or other casualty not caused by the negligence of Tenants, the District may terminate this Lease Agreement from such time except for the purpose of enforcing rights that may have then accrued hereunder. Should a portion of the Residence thereby be rendered uninhabitable, the District shall have the option of either repairing such injured or damaged portion or terminating this Lease Agreement. In the event that District exercises its right to repair such uninhabitable portion, such part so injured shall be restored by District as speedily as practicable.

15. ACCESS BY DISTRICT.

District and District's agents shall have the right at all reasonable times, and by all reasonable means, without notice, during the term of this Lease Agreement to enter the Residence for the following purposes:

- A. Inspect the Property for condition;
- B. Make repairs;
- C. Show the Property to prospective Tenants, inspectors, fire marshals, appraisers, or insurance agents;
- D. Exercise a contractual or statutory lien;
- E. Leave written notice; or
- F. Seize nonexempt property after default.

However, absent emergency circumstances, District will make reasonable attempts to give Tenants at least three (3) hours-notice, prior to entering the Residence. If Tenant(s) fail to permit reasonable access under this Paragraph, Tenants will be in default.

16. RENTERS' INSURANCE

Tenants will maintain renters' insurance during all times the property is occupied under the terms of this Lease Agreement. Tenants will provide District with proof of renter's insurance within thirty (30) calendar days of the execution of this Lease Agreement. Tenants will promptly notify District of any modification or termination of Tenants' renter's insurance,

17. SUBORDINATION OF LEASE AGREEMENT.

This Lease Agreement and Tenants' interest hereunder are and shall be subordinate, junior, and inferior to any and all mortgages, liens, or encumbrances now or hereafter placed on the Residence by the District, all advances made under any such mortgages, liens, or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens or encumbrances.

18. ANIMALS.

THERE WILL BE NO ANIMALS PERMITTED AT THE RESIDENCE. Tenants shall not permit any animal, domesticated or maintained as pets, including mammals, reptiles, birds, fish, rodents, or insects on the property, even temporarily, except as otherwise agreed to by a separate written Pet Addendum to the Lease Agreement which is attached as exhibit B, and incorporated as if fully set forth herein. If Tenants violate the pet restrictions of this Lease Agreement, Tenants will pay to District a fee of \$10.00 per calendar day, per animal for each calendar day Tenants violate the animal restrictions. District may remove or cause to be removed any unauthorized animal and deliver it to appropriate local authorities by providing at least 24-hour written notice to Tenants of District's intention to remove the unauthorized animal. District will not be liable for any harm, injury, death, or sickness to any unauthorized animal or any person as a result of the unauthorized animal. Tenants agree to indemnify and hold harmless District, its officers, directors, employee, and agents, including its past, present

and future commissioners, elected officials and agents, for any harm, injury, death, or sickness to any unauthorized animal or any person as a result of the unauthorized animal. Tenants are responsible and liable for any damage or required cleaning to the Residence caused by any unauthorized animal and for all costs District may incur in removing or causing any unauthorized animal to be removed.

19. WATERBEDS.

THERE WILL BE NO WATERBEDS, unless authorized by a separate written Waterbed Addendum to this Lease Agreement.

20. QUIET ENJOYMENT.

Tenants, upon payment of all of the sums referred to herein as being payable by Tenants and Tenants' performance of all Tenants' agreements contained herein and Tenants' observance of all rules and regulations, shall and may peacefully and quietly have, hold, and enjoy said Residence for the term hereof.

21. INDEMNIFICATION.

District, its officers, directors, employee, and agents, including its past, present and future commissioners, elected officials and agents, shall not be liable for any damage or injury of or to the Tenants, the Tenants' family, guests, invitees, agents or employees, to any person entering the Residence, to the Residence itself, or to goods or equipment at the Residence. Tenants hereby agree to indemnify, defend and hold harmless District, its officers, directors, employee, and agents, including its past, present and future commissioners, elected officials and agents, from any and all claims or assertions of every kind and nature, including claims pertaining to tax liability or obligations. Any attorney representing the District, under this paragraph, shall be approved by the Kendall County State's Attorney, and shall be appointed a Special Assistant State's Attorney. The District's participation in its defense shall not remove District's duty to indemnify, defend, and hold the District harmless.

22. FORCE MAJEURE.

Neither party will be responsible to the other for damage, loss, injury, or interruption of work if the damage, loss, injury, or interruption of work is caused solely by conditions that are beyond the reasonable control of the parties, and without the intentional misconduct or negligence, of that party (hereinafter referred to as a "force majeure event"). To the extent not within the control of either party, such force majeure events include: acts of God, acts of any governmental authorities, fire, explosions or other casualties, vandalism, and riots or war. A party claiming a force majeure event ("the claiming party") shall promptly notify the other party in writing, describing the nature and estimated duration of the claiming party's inability to perform due to the force majeure event. The cause of such inability to perform will be remedied by the claiming party with all reasonable dispatch.

23. EXPENSES AND COSTS.

Should it become necessary for District to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the Residence, Tenants agree to pay all expenses and costs incurred by the District, including, but not limited to the District's reasonable attorneys' fees.

24. RECORDING OF LEASE AGREEMENT.

Tenants shall not record this Lease Agreement on the Public Records of any public office. In the event that Tenants shall record this Lease Agreement, this Lease Agreement shall, at District's option, terminate immediately and District shall be entitled to all rights and remedies that it has at law or in equity.

25. GOVERNING LAW.

This Lease Agreement shall be governed, construed, and interpreted by, through and under the Laws of the State of Illinois. The parties agree that the venue for any legal proceedings between them shall be the Circuit Court of Kendall County, Illinois, Twenty-Third Judicial Circuit, State of Illinois.

26. SEVERABILITY.

If any provision of this Lease Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Lease Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

27. BINDING EFFECT.

The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.

28. DESCRIPTIVE HEADINGS.

The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the District or Tenants.

29. NON-WAIVER.

No delay, indulgence, waiver, non-enforcement, election or non-election by District under this Lease Agreement will be deemed to be a waiver of any other breach by Tenants, nor shall it affect Tenants' duties, obligations, and liabilities hereunder.

30. MODIFICATION.

The parties hereby agree that this document contains the entire agreement between the parties and this Lease Agreement shall not be modified, changed, altered, or amended in any way except through a written amendment signed by all of the parties hereto.

31. NOTICE.

Any notice required or permitted to be given pursuant to this Lease Agreement shall be duly given if sent by fax, certified mail, or courier service and received. In the case of District, notice shall be given to David Guritz, Executive Advisor of the Kendall County Forest Preserve, 110 West Madison Street, Yorkville, Illinois, 60560, fax (630) 553-4023, with copy sent to: Kendall County State's Attorney, 807 John Street, Yorkville, Illinois, 60560, fax (630) 553-4204. And, in the case of Tenants, notice shall be given to Jon Kolka at the Residence.

32. APPROVAL.

This Lease Agreement is contingent on, and subject to approval by a majority of the Kendall County Forest Preserve District Board of Commissioners.

As to District this 20th day of March, 2024.

DISTRICT:

Sign: _____
Brian DeBolt, President

Print: _____ Date: _____

Attest: _____
David Guritz, Executive Advisor

As to Tenant, this 20th day of March, 2024.

TENANT:

Sign: _____
Jon Kolka, Grounds Coordinator and Resident

Print: _____ Date: _____

Attest: _____

**Exhibit A: Kendall County Forest Preserve District
Hoover Forest Preserve Residence
Grounds Coordinator and Resident Lease Agreement**



EXHIBIT B
Pet Addendum to Kendall County Forest Preserve District
Residence at Hoover Forest Preserve
Employee-Tenant Lease Agreement

THIS Pet Addendum ("Addendum") is incorporated as if fully set forth in the Kendall County Forest Preserve District – Hoover Forest Preserve Residence Lease Agreement ("Lease Agreement") made and entered into on the 20th day of March, 2024, by and between the Kendall County Forest Preserve District ("District"), a unit of local government, and Jon Kolka ("Employee-Tenant"), an individual currently residing at [REDACTED]

[REDACTED] For and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. INCORPORATION.

The Lease Agreement, and all of its terms are incorporated as if fully set forth herein. In the event of a conflict between the terms of this Pet Addendum and the Lease Agreement, the terms of the Lease Agreement shall prevail.

2. PURPOSE.

The purpose of this Addendum is to permit Tenants to keep three domestic house cats ("Pets"), currently owned by Tenants, at the Residence, as defined in the Lease Agreement. The scope of this permission is limited to the animals identified in this Addendum. This Addendum does not permit Tenants to allow any other pets or domesticated animals at the Residence.

3. PETS.

The pets that are the subject of this Addendum are described as follows:

Name: Boomer	Name: Tyfin
Breed: Labrador retriever	Breed: Ragdoll cat
Color: Black	Color: Mink coloring
Weight: 85 lbs	Weight: 12 lbs
Age: 8.5 years old	Age: 1 year old

Tenant requests and is extended permission to keep a third domestic cat with breed description to-be-submitted.

4. ADDITIONAL RENT.

Rent Value. The Tenants shall pay an additional rent payment in the amount of fifty dollars and no cents (\$50.00) per month in consideration for being permitted to keep the Pets at the Residence. This additional rent payment is to be paid on the 1st of every month. Pursuant to the Lease Agreement, a week will be Saturday through Friday. The additional pet rent is subject to the rent terms identified in subsections 4.1, 4.2, 4.3, and 4.4 the Lease Agreement.

5. PET SECURITY DEPOSIT.

Tenants must also post an additional Pet Security Deposit in the amount of zero dollars and no cents (\$0.00). The Pet Security Deposit, intended to cover the costs of all cleaning and repairs required as a result of the Pets, is waived by the District. The Pet Security Deposit is subject to all of the terms of the Security Deposit identified in section five (5) of the Lease Agreement and is due upon execution of the Lease Agreement.

5. RULES AND MAINTENANCE.

Tenants agree to the following requirements:

- A. Tenants will keep their Pets under control at all times.
- B. Tenants will keep their Pets restrained, but not tethered, when they are outside of the Residence.
- C. Tenant will adhere to all federal, State, and local statutes, rules, regulations, orders, and ordinances pertaining to pet care and maintenance, including leash and licensing requirements.
- D. Tenants will not leave their Pets unattended for an unreasonable period of time.
- E. Tenants will promptly clean up after their Pets and dispose of their Pets' waste properly.
- F. Tenants will keep their Pets from being unnecessarily noisy or aggressive and causing any annoyance or discomfort to others and will promptly remedy any complaint once notified of the complaint by District.
- G. Tenants will provide their Pets with regular health care, including required inoculations.
- H. Tenants will provide the Pets with identification tags.
- I. Tenants will remove any offspring produced by the Pets within eight (8) weeks of birth, unless otherwise agreed to in writing by the District.

6. INDEMNIFICATION.

In addition to the indemnification provision in section twenty-one (21) of the Lease Agreement, District, its officers, directors, employee, and agents, including its past, present and future commissioners, elected officials and agents, shall not be liable for any damage or injury to any person or property caused by or relating to the Pets. Tenants hereby agree to indemnify, defend and hold harmless District, its officers, directors, employee, and agents, including its past, present and future commissioners, elected officials and agents, from any and all claims or assertions of every kind and nature caused by or relating to the Pets. Any attorney representing the District, under this paragraph, shall be approved by the Kendall County State's Attorney, and shall be appointed a Special Assistant State's Attorney. The District's participation in its defense shall not remove District's duty to indemnify, defend, and hold the District harmless.

7. REVOCATION.

District retains the right to revoke the permission granted in this Addendum by providing thirty (30) calendar days written notice to Tenants.

8. DEFAULT.

Failure to comply with the terms of this Addendum shall be considered a default of the Lease Agreement subject to the remedies identified in section eight (8) of the Lease Agreement.

As to District this 20th day of March, 2024.

DISTRICT:

Sign: _____

Print: _____ Date: _____
Brian DeBolt, President

Attest: _____
Antoinette White, Acting Executive Director

As to Tenants, this 20th day of March, 2024.

TENANTS:

Sign: _____

Print: _____ Date: _____
Jon Kolka

Sign: _____
Attest

Print: _____ Date: _____

To: Kendall County Forest Preserve District Committee of the Whole

From: Antoinette White, Acting Executive Director

RE: Used Highway Department Truck – Fair Market Value

Date: March 12, 2024

On March 6th, 2024 the KCFPD Operation’s Committee provided direction to obtain the Kelley Blue Book value.

Truck #9 2015 GMC 1500 4WD pickup with ± 125,000

Kelley Blue Book value in “good” condition for the zip code 60560 is \$8,859-\$10,478.

The image is a Kelley Blue Book pricing report for a 2015 GMC Sierra 1500 Regular Cab. It features a blue header with the Kelley Blue Book logo and the tagline "THE TRUSTED RESOURCE". The report title is "2015 GMC Sierra 1500 Regular Cab Pricing Report". Below the title, it lists the vehicle style as "Pickup 2D 8 ft", the mileage as "125,000", and the KBB.com Consumer Rating as "4.2/5". To the right, under the heading "Trade In to a Dealer", there is a graphic showing a "Trade-in Range" of "\$8,859 - \$10,478" and a "Trade-in Value" of "\$8,859". The graphic includes a green, red, and grey semi-circle and the Kelley Blue Book logo. At the bottom, it states "Valid for ZIP code 60560 through 03/08/2024".

Kelley Blue Book
THE TRUSTED RESOURCE

**2015 GMC Sierra 1500 Regular Cab
Pricing Report**
Style: Pickup 2D 8 ft
Mileage: 125,000
KBB.com Consumer Rating: 4.2/5

Trade In to a Dealer

Trade-in Range
\$8,859 - \$10,478
Trade-in Value
\$8,859

KELLEY BLUE BOOK
THE TRUSTED RESOURCE

Valid for ZIP code 60560 through 03/08/2024