

KENDALL COUNTY FOREST PRESERVE DISTRICT

MEETING AGENDA

WEDNESDAY, MARCH 20, 2024

9:00 AM

KENDALL COUNTY OFFICE BUILDING - ROOMS 209 & 210

- I. Call to Order
- II. Pledge of Allegiance
- III. Invocation
- IV. 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
- V. Approval of Agenda
- VI. Public Comments
- VII. **(1) CONSENT AGENDA**
 - A. Approval of Minutes
 - Kendall County Forest Preserve District Committee of the Whole Meeting of February 13, 2024
 - Kendall County Forest Preserve District Commission Meeting of February 20, 2024
 - Kendall County Forest Preserve District Finance Committee Meeting of February 29, 2024
 - Kendall County Forest Preserve District Operations Committee Meeting of March 6, 2024
 - B. **(1) MOTION:** Approval of Claims in the Amount of \$17,191.44 (022924F) and \$49,209.72 (031524F)
 - C. **(1) MOTION:** Approval of a Two-Year License Agreement between the Kendall County Forest Preserve District and Millbrook Trail Rides LLC to Allow Scheduled Access, Use, and Maintenance of a Designated Trail at Millbrook North Forest Preserve for an Annual License Fee of \$2,500.00
 - D. **(1) MOTION:** Approval of a \$1,500.00 Event Sponsorship for The Conservation Foundation’s 2024 Earth Day Benefit Dinner
 - E. **(1) MOTION:** Approval of 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
 - F. **(1) MOTION:** Approval of 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
 - G. **(1) MOTION:** Approval of an Offer to Purchase a Used Kendall County Highway Vehicle (2015 GMC 1500 Sierra – Crew Cab with ± 125,000 miles - VIN#1GTN2TEC0FZ263405) in the Amount of \$8,859.00, which Sum is Based on the Blue Book Market Value
 - H. **(1) MOTION:** Approval of a 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
- VIII. **OLD BUSINESS**
 - A. No Items Posted for Consideration
- IX. **NEW BUSINESS**
 - A. No Items Posted for Consideration
- X. Committee Chairman Reports: Seth Wormley (Finance) and Dan Koukol (Operations)
- XI. Public Comments
- XII. Executive Session
- XIII. **OTHER ITEMS OF BUSINESS**
 - A. Subat Nature Center - \$300,000 IDNR OSLAD Grant (#OS-23-2290) 50% Disbursement
- XIV. Adjournment

(1) Requires affirmative vote of the majority of those elected (6) for passage (KCFPD Rules of Order Section I.G.3.b.v.a)

**KENDALL COUNTY FOREST PRESERVE DISTRICT
COMMITTEE of the WHOLE MEETING MINUTES
FEBRUARY 13, 2024**

I. Call to Order

President DeBolt called the meeting to order at 4:30 pm in the Kendall County Office Building – Second Floor County Board Meeting Rooms 209 and 210.

II. Roll Call

X	Bachmann	X	Koukol
X	DeBolt	X	Peterson
	Flowers		Rodriguez
X	Gengler	X	Shanley
X	Kellogg	X	Wormley (entered meeting at 4:53 pm)

Commissioners Bachmann, Gengler, Kellogg, Koukol, Peterson, Shanley, and DeBolt, were all present.

Commissioner Wormley entered the meeting at 4:53 pm.

III. Approval of Agenda

Commissioner Koukol made a motion to approve the meeting agenda as presented. Seconded by Commissioner Gengler. Aye, all. Opposed, none.

IV. Public Comments

No public comments were offered from citizens in attendance.

V. Leadership Team Report

Executive Advisor Guritz provided updates on District projects.

VI. Motion to Forward Claims to Commission

Commissioner Bachmann made a motion to forward claims to Commission for approval. Seconded by Commissioner Shanley. Aye, all. Opposed, none.

VII. Review of Preliminary End-of-Year Financial Statements through January 31, 2024

Executive Advisor Guritz presented an overview of the preliminary financial statements through January 31, 2024. The District is off to a good start with meeting budget objectives for the year.

VIII. OLD BUSINESS

a) Hoover – Fox River Bluffs Forest Preserves Trail Connection – Updated Concept Plan and Construction Cost Estimates

Executive Advisor Guritz presented the updated concept plans and construction cost estimates for the Hoover-Fox River Bluffs trail connection project.

Commissioner Wormley entered the meeting at 4:53 pm.

b) Village of Minooka 2023 Illinois Department of Natural Resources - Land and Water Conservation Fund Grant Application Updates and Recommendations

Executive Advisor Guritz provided updates on the IDNR – Land and Water Conservation Fund grant. The District will not be able to co-apply with the Village of Minooka, and will look for the opportunity to acquire the 37-acre parcel in future OSLAD funding cycles.

IX. NEW BUSINESS

a. MOTION: Approval to Forward an Intergovernmental Agreement between Kendall County and the Kendall County Forest Preserve District for the Dedication of Kendall County Transportation Alternatives Program Funding and Authorization to Construct Multi-Use Trail Segments within County-owned Parcels to Complete the Hoover – Fox River Bluffs Forest Preserve Connecting Trail to Commission and the Kendall County Board for Consideration

Commissioner Koukol made a motion to forward an intergovernmental agreement between Kendall County and the Kendall County Forest Preserve District for the dedication of Kendall County Transportation Alternatives Program funding and authorization to construct multi-use trail segments within County-owned parcels to complete the Hoover-Fox River Bluffs Forest Preserve connecting trail to Commission and the Kendall County Board for consideration. Seconded by Commissioner Peterson. Aye, all. Opposed, none. Motion unanimously approved.

b. MOTION: Approval to Forward Resolution #24-02-001 Authorizing the Submission of an Illinois Department of Natural Resources – Regional Trail Program Grant to Commission for Approval

Commissioner Shanley made a motion to forward resolution #24-02-001 to authorize the submission of an Illinois Department of Natural Resources – Regional Trail Program grant to Commission for approval. Seconded by Commissioner Gengler. Aye, all. Opposed, none. Motion unanimously approved.

c. MOTION: Approval to Forward a Motion and Treasurer’s Office Request to Transfer Interest Earnings Retained in Fund 1903 in the Amount of \$98,714.98, and Fund 1902 in the Amount of \$1,081.90 to the District’s Capital Fund 1907 to Commission for Approval

Commissioner Bachmann made a motion to forward a motion and Treasurer’s Office request to transfer interest earning retained in Fund 1903 in the amount of \$98,714.98, and Fund 1902 in the amount of \$1,081.91 to the District’s Capital Fund 1907 to Commission for approval. Seconded by Commissioner Peterson. Aye, all. Opposed, none. Motion unanimously approved.

d. MOTON: Approval to Forward the 2024 Farm License Agreement Renewals to Commission for Approval

Commissioner Shanley made a motion to forward the 2024 Farm License agreement renewals to Commission for approval. Seconded by Commissioner Bachmann. Aye, all. Opposed, none. Motion unanimously approved.

XVIII. Other Items of Business

- a. Public Hearing Summary Report – Proposed Regional Trails Program Area - February 8, 2024**
- b. Kendall County Forest Preserve District – Calendar Year 2023 Year-In-Review Report**

Executive Advisor Guritz reported on the Kendall County Forest Preserve District – Calendar Year 2023 Year-In-Review.

President DeBolt remarked on the accomplishments and positive impacts within the County and public opinion of the forest preserve district.

XIX. Committee Chairman Reports: Seth Wormley (Finance) and Dan Koukol (Operations)

Operations Chair Koukol reported the Operations Committee reviewed special use permits, harvest report for the 23-24 Bow Hunt program season, enrollment updates for environmental education, and discussed the idea of bidding farm licenses in the future.

Finance Chair Wormley remarked the next Finance Committee meeting is February 29th.

XX. Public Comments

No public comments were offered by citizens in attendance.

XXI. Executive Session

None.

XXII. Summary of Action Items

Executive Advisor Guritz, provided a summary of action items to be presented to Commission for approval.

XXIII. Adjournment

Commissioner Gengler made a motion to adjourn. Seconded by Commissioner Kellogg. Aye, all. Opposed, none. Meeting adjourned at 5:26 pm.

Respectfully submitted,

David Guritz
Executive Advisor, Kendall County Forest Preserve District

**KENDALL COUNTY FOREST PRESERVE DISTRICT
COMMISSION MEETING MINUTES
FEBRUARY 20, 2024**

I. Call to Order

President DeBolt called the meeting to order at 9:54 am in the Kendall County Office Building - Second Floor Board Meeting Rooms 209 and 210.

II. Pledge of Allegiance

The Pledge of Allegiance was recited at the start of the Kendall County Board Meeting.

III. Invocation

An invocation was offered at the start of the Kendall County Board Meeting.

IV. Roll Call

X	Bachmann	X	Koukol
X	DeBolt	X	Peterson
	Flowers	X	Rodriguez
X	Gengler	X	Shanley
X	Kellogg	X	Wormley

Roll call: Commissioners Bachmann, Gengler, Kellogg, Koukol, Peterson, Rodriguez, Shanley, Wormley, and DeBolt were all present.

V. Approval of Agenda

Commissioner Bachmann made a motion to approve the agenda as presented. Seconded by Commissioner Rodriguez. Aye, all. Opposed, none.

VI. Public Comment

No public comments were offered from citizens in attendance.

VII. CONSENT AGENDA

A. Approval of Minutes

- Kendall County Forest Preserve District Commission Meeting of February 6, 2024
- Kendall County Forest Preserve District Operations Committee Meeting of February 7, 2024
- Kendall County Forest Preserve District Public Hearing of February 8, 2024

B. Approval of Claims in the Amount of \$60,055.09

C. MOTION: Approval of a Request to the Kendall County Treasurer’s Office to Transfer Interest Earnings Retained in Fund 1903 in the Amount of \$98,714.98, and in Fund 1902 in the Amount of \$1,081.90 to the District’s Capital Fund 1907 by February 29, 2024

Commissioner Bachmann made a motion to approve the Consent Agenda. Seconded by Commissioner Kellogg.

Motion: Commissioner Bachmann					
Second: Commissioner Kellogg					
Roll call: Consent Agenda					
Commissioner	Aye	Opposed	Commissioner	Aye	Opposed
Bachmann	X		Koukol	X	
DeBolt	X		Peterson	X	
Flowers			Rodriguez	X	
Gengler	X		Shanley	X	
Kellogg	X		Wormley	X	
Motion unanimously approved.					

Roll call: Commissioners Bachmann, Gengler, Kellogg, Koukol, Peterson, Rodriguez, Shanley, Wormley, and DeBolt, aye. Opposed, none. Motion unanimously approved.

VIII. OLD BUSINESS

A. Kendall County Forest Preserve District – 2023 Year-In-Review Report

Executive Advisor Guritz presented the Kendall County Forest Preserve District 2023 Year in Review report, highlighting the District’s various project accomplished.

President DeBolt thanked staff for all their efforts over the past year.

IX. NEW BUSINESS

A. MOTION: Approval of an Intergovernmental Agreement between the Kendall County Forest Preserve District and Kendall County Dedicating Kendall County Transportation Alternatives Program Funding in the Amount of \$189,000.00, Including Authorization to Construct Multi-Use Trail Segments within County-owned Parcels to Complete the Hoover – Fox River Bluffs Forest Preserves Connecting Trail

Commissioner Shanley made a motion to approve the intergovernmental agreement between the Kendall County Forest Preserve District and Kendall County dedicating Kendall County Transportation Alternatives Program funding in the amount of \$189,000.00, including authorization to construct multi-use trail segments within County-owned parcels to complete the Hoover – Fox River Bluffs Forest Preserves connecting trail. Seconded by Commissioner Bachmann.

Motion: Commissioner Shanley
 Second: Commissioner Bachmann
Roll call: IGA – Hoover-Fox River Bluffs Trail Connection Project

Commissioner	Aye	Opposed	Commissioner	Aye	Opposed
Bachmann	X		Koukol	X	
DeBolt	X		Peterson	X	
Flowers			Rodriguez	X	
Gengler	X		Shanley	X	
Kellogg	X		Wormley	X	

Motion unanimously approved.

Roll call: Commissioners Bachmann, Gengler, Kellogg, Koukol, Peterson, Rodriguez, Shanley, Wormley, and DeBolt, aye. Opposed, none. Motion unanimously approved.

- B. **RESOLUTION #24-02-001:** Approval of a Resolution Authorizing the Submission of an Illinois Department of Natural Resources – Regional Trail Program Grant in the Amount of \$200,000.00 for Completion of a Multi-Use Connecting Trail between Hoover and Fox River Bluffs Forest Preserves

Commissioner Peterson made a motion to approve a resolution authorizing the submission of an Illinois Department of Natural Resources – Regional Trail Program Grant in the amount of \$200,000.00 for completion of a multi-use connecting trail between Hoover and Fox River Bluffs Forest Preserves. Seconded by Commissioner Rodriguez.

Motion: Commissioner Peterson
 Second: Commissioner Rodriguez
Roll call: Resolution #24-02-001 – IDNR RTP Grant

Commissioner	Aye	Opposed	Commissioner	Aye	Opposed
Bachmann	X		Koukol	X	
DeBolt	X		Peterson	X	
Flowers			Rodriguez	X	
Gengler	X		Shanley	X	
Kellogg	X		Wormley	X	

Motion unanimously approved.

Roll call: Commissioners Bachmann, Gengler, Kellogg, Koukol, Peterson, Rodriguez, Shanley, Wormley, and DeBolt, aye. Opposed, none. Motion unanimously approved.

- C. **MOTION:** Approval of Farm License Agreement #24-02-002 with Kyle Connell of Morris, Illinois for the Lease of 130.32 Acres of Property at Baker Woods Forest Preserve for a Total Base Rent Amount of \$27,457.90, Plus a Calculated Yield Payment on 71.54 Acres in Row Crop Production, 50/50 Hay Production on 22.0 Acres, and Hay Production on the Remaining 36.78 Acres

Commissioner Peterson made a motion to approve Farm License Agreement #24-02-002 with Kyle Connell of Morris, Illinois for the lease of 130.32 acres of property at Baker Woods Forest Preserve for a total base rent amount of \$27,457.90, plus a calculated yield payment on 71.54 acres in row crop production, 50/50 hay production on 22.0 acres, and hay production on the remaining 36.78 acres. Seconded by Commissioner Shanley.

Motion: Commissioner Peterson					
Second: Commissioner Shanley					
Roll call: Farm License #24-02-002					
Commissioner	Aye	Opposed	Commissioner	Aye	Opposed
Bachmann	X		Koukol	X	
DeBolt	X		Peterson	X	
Flowers			Rodriguez	X	
Gengler	X		Shanley	X	
Kellogg	X		Wormley	X	
Motion unanimously approved.					

Roll call: Commissioners Bachmann, Gengler, Kellogg, Koukol, Peterson, Rodriguez, Shanley, Wormley, and DeBolt, aye. Opposed, none. Motion unanimously approved.

- D. **MOTION:** Approval of Farm License Agreement #24-02-003 with Mark and Tom Mathre for the Lease of 157.31 Acres of District Property at Millbrook North; 118.58 Acres at Millbrook South, and 127.41 Acres at Millington Forest Preserve for a Total Amount of \$102,072.00 for Base Rent, Including a \$0.01 per Bushel Surcharge for Grain Dryer Use, Utility Bill Reimbursement, Plus a Calculated Yield Payment, which Sum Includes a \$15.00 per Acre Base Rent Increase over the Prior Years’ Agreement

Commissioner Shanley made a motion to approve Farm License Agreement #24-02-003 with Mark and Tom Mathre for the lease of 157.31 acres of district property at Millbrook North; 118.58 acres at Millbrook South, and 127.41 acres at Millington Forest Preserve for a total amount of \$102,072.00 for base rent, including a \$0.01 per bushel surcharge for grain dryer use, utility bill reimbursement, plus a calculated yield payment, which sum includes a \$15.00 per acre base rent increase over the prior years’ agreement. Seconded by Commissioner Peterson.

Motion: Commissioner Shanley					
Second: Commissioner Peterson					
Roll call: Farm License #24-02-003					
Commissioner	Aye	Opposed	Commissioner	Aye	Opposed
Bachmann	X		Koukol	X	
DeBolt	X		Peterson	X	
Flowers			Rodriguez	X	
Gengler	X		Shanley	X	
Kellogg	X		Wormley	X	
Motion unanimously approved.					

Roll call: Commissioners Bachmann, Gengler, Kellogg, Koukol, Peterson, Rodriguez, Shanley, Wormley, and DeBolt, aye. Opposed, none. Motion unanimously approved.

- E. **MOTION:** Approval of Farm License Agreement #24-02-004 with Albert Collins, Jr. for the Lease of 51.5 Acres of District Property at Henneberry Forest Preserve for a Total Amount of \$9,270.00 for Base Rent, which Sum Includes a \$10.00 per Acre Base Rent Increase over the Prior Years' Agreement

Commissioner Bachmann made a motion to approve Farm License Agreement #24-02-004 with Albert Collins, Jr. for the lease of 51.5 Acres of District property at Henneberry Forest Preserve for a total amount of \$9,270.00 for base rent, which sum Includes a \$10.00 per acre base rent increase over the prior years' agreement. Seconded by Commissioner Gengler.

Motion: Commissioner Bachmann
 Second: Commissioner Gengler

Roll call: Farm License #24-02-004

Commissioner	Aye	Opposed	Commissioner	Aye	Opposed
Bachmann	X		Koukol	X	
DeBolt	X		Peterson	X	
Flowers			Rodriguez	X	
Gengler	X		Shanley	X	
Kellogg	X		Wormley	X	

Motion unanimously approved.

Roll call: Commissioners Bachmann, Gengler, Kellogg, Koukol, Peterson, Rodriguez, Shanley, Wormley, and DeBolt, aye. Opposed, none. Motion unanimously approved.

- F. **MOTION:** Approval of Farm License Agreement #24-02-005 with Chris and Maurice Ormiston of Ottawa, Illinois for the Lease of 3.75 Acres of District Property at Henneberry Forest Preserve for a Total Amount of \$375.00 for Base Rent

Commissioner Kellogg made a motion to approve Farm License Agreement #24-02-005 with Chris and Maurice Ormiston of Ottawa, Illinois for the lease of 3.75 acres of District property at Henneberry Forest Preserve for a total amount of \$375.00 for base rent. Seconded by Commissioner Peterson.

Motion: Commissioner Kellogg
 Second: Commissioner Peterson

Roll call: Farm License #24-02-005

Commissioner	Aye	Opposed	Commissioner	Aye	Opposed
Bachmann	X		Koukol	X	
DeBolt	X		Peterson	X	
Flowers			Rodriguez	X	
Gengler	X		Shanley	X	
Kellogg	X		Wormley	X	

Motion unanimously approved.

Roll call: Commissioners Bachmann, Gengler, Kellogg, Koukol, Peterson, Rodriguez, Shanley, Wormley, and DeBolt, aye. Opposed, none. Motion unanimously approved.

- G. **MOTION:** Approval of Farm License Agreement #24-02-006 with Tom Anderson of Somonauk, Illinois for the Licensed Use of the Equipment Storage Barn at Little Rock Creek Forest Preserve through March 19, 2025 in the Amount of \$1,200.00 (\$100.00 per month).

Commissioner Bachmann made a motion to approve Farm License Agreement #24-02-006 with Tom Anderson of Somonauk, Illinois for the licensed use of the equipment storage barn at Little Rock Creek Forest Preserve through March 19, 2025 in the amount of \$1,200.00 (\$100.00 per month). Seconded by Commissioner Gengler.

Motion: Commissioner Bachmann					
Second: Commissioner Gengler					
Roll call: Farm License #24-02-006					
Commissioner	Aye	Opposed	Commissioner	Aye	Opposed
Bachmann	X		Koukol	X	
DeBolt	X		Peterson	X	
Flowers			Rodriguez	X	
Gengler	X		Shanley	X	
Kellogg	X		Wormley	X	
Motion unanimously approved.					

Roll call: Commissioners Bachmann, Gengler, Kellogg, Koukol, Peterson, Rodriguez, Shanley, Wormley, and DeBolt, aye. Opposed, none. Motion unanimously approved.

X. Committee Chairman Reports: Commissioners Wormley (Finance) and Koukol (Operations)

No reports were presented.

XI. Public Comments

No comments were offered from citizens in attendance.

XII. Executive Session

None.

XIII. Other Items of Business

A. Notice of Regular Meeting Date Change

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

XIV. Adjournment

Commissioner Shanley made a motion to adjourn. Seconded by Commissioner Rodriguez. Aye, all. Opposed, none. Meeting adjourned at 10:08 am.

Respectfully submitted,

David Guritz
Executive Advisor, Kendall County Forest Preserve District

**KENDALL COUNTY FOREST PRESERVE DISTRICT
FINANCE COMMITTEE MEETING MINUTES
FEBRUARY 29, 2024**

I. Call to Order

Finance Committee Chairman Wormley called the meeting to order at 5:04 pm in the Kendall County Administrative Office Building, Rooms 209 and 210.

II. Roll Call

	Bachmann		Koukol
X	DeBolt	X	Peterson (Adjourned from the meeting at 6:22 pm)
	Flowers		Rodriguez
	Gengler		Shanley
X	Kellogg	X	Wormley

Commissioners DeBolt, Kellogg, Peterson, and Wormley were all present.

III. Approval of Agenda

Commissioner DeBolt made a motion to approve the agenda as presented. Seconded by Commissioner Peterson. Aye, all. Opposed, none.

IV. Public Comments

No public comments were offered from citizens present.

V. Motion to Forward Claims to Commission for Approval

Commissioner DeBolt made a motion to forward claims to Commission. Seconded by Commissioner Kellogg. Aye, all. Opposed, none.

VI. Review of Financial Statements for the Period Ending January 31, 2024

Acting Director White presented the District’s preliminary financial statements through January 31, 2024.

OLD BUSINESS

A. Subat Nature Center Project – Kluber, Inc. – Discussion of Probable Costs for Construction

Acting Director White provide updated construction cost projections for the Subat Nature Center Project.

B. Congresswoman Underwood – FY25 Community Project Funding Appropriations Request

Acting Director White provided updates on possible funding opportunities with the timeline for completion of District projects.

NEW BUSINESS

A. EPA Section 319 Grant Proposal – Little Rock Creek Forest Preserve Dam Removal Project

Acting Director White provide an update that the FY24 EPA Section 319 grant announcement is expected to be released soon.

B. FY23 Audit Progress – Mack & Associates

The FY23 Audit should be ready to be presented in March.

C. Millbrook Trail Rides 2024-2025 Proposed License Agreement

Commissioner DeBolt made a motion to forward the Millbrook Trail Rides 2024-2025 proposed license agreement to Commission for approval. Seconded by Commissioner Kellogg. Aye, all. Opposed, none.

D. The Conservation Foundation – 2024 Earth Day Benefit Dinner Sponsorship

Commissioner Kellogg made a motion to forward The Conservation Foundation 2024 Earth Day Benefit Dinner Sponsorship to Commission for approval. Seconded by Commissioner DeBolt. Aye, all. Opposed, none.

E. Hoover Residence Lease Agreement Recommendations

Commissioner Kellogg made a motion to forward the Hoover Resident Lease Agreement to Commission for approval. Seconded by Commissioner Peterson. Aye, all. Opposed, none.

Commissioner Peterson left the meeting at 6:22 pm, and did not return.

Other Items of Business

A. SB 3743 – Illinois Downstate Forest Preserve District Act – Proposed Amendment Updates

Acting Director White provided updates on the proposed amendment.

Acting Director White reported that a renter of the Meadowhawk Lodge for a wedding is donating their \$1,000 security deposit to the Forest Preserve District.

VII. Public Comments

No public comments were offered from citizens in attendance.

VIII. Executive Session

None.

IX. Adjournment

Commissioner DeBolt made a motion to adjourn. Seconded by Commissioner Kellogg. Aye, all. Opposed, none.

Meeting adjourned at 6:24 pm.

Respectfully submitted,

Antoinette White
Acting Executive Director

**KENDALL COUNTY FOREST PRESERVE DISTRICT
OPERATIONS COMMITTEE MEETING MINUTES
MARCH 6, 2024**

I. Call to Order

Operations Committee Chair Koukol called the meeting to order at 6:08 pm in the Kendall County Administrative Office Building – Kendall County Second Floor Board Meeting Rooms 209 and 210.

II. Roll Call

X	Bachmann	X	Koukol
	DeBolt		Peterson
X	Flowers	X	Rodriguez
X	Gengler		Shanley
	Kellogg		Wormley

Commissioners Bachmann, Flowers, Gengler, Rodriguez, and Koukol were all present.

III. Approval of Agenda

Commissioner Flowers made a motion to approve the meeting agenda as presented. Seconded by Commissioner Gengler. Aye, all. Opposed, none.

IV. Public Comments

No public comments were offered from citizens in attendance.

V. Review of Financial Statements and Cost Center Reports through February 29, 2024

Executive Advisor Guritz presented an overview of the financial statements and cost center reports through February 29, 2024. All District fund budgets are on track for the year.

VI. APPROVAL OF SPECIAL USE PERMITS

A. Kendall County Horse Show Association – For Use of the Harris Forest Preserve Horse Arena and Shelter 7, including Waiving of Facility Use License Fees

- Saturday, June 08, 2024 – 8:00 AM to 8:00 PM
- Saturday, July 20, 2024 – 8:00 AM to 8:00 PM
- Saturday, September 14, 2024 – 8:00 AM to 6:30 PM
- Sunday, October 13, 2024 – 8:00 AM to 5:45 PM

Commissioner Gengler made a motion to approve and waive fees for the Kendall County Horse Show Association – for use of the Harris Forest Preserve Horse Arena and Shelter 7 for Saturday, June 08, 2024 – 8:00 AM to 8:00 PM; Saturday, July 20, 2024 – 8:00 AM to 8:00 PM; Saturday, September 14, 2024 – 8:00 AM to 6:30 PM, and Sunday, October 13, 2024 – 8:00 AM to 5:45 PM. Seconded by Commissioner Bachmann. Aye, all. Opposed, none.

B. Kendall County Planning, Building and Zoning – Economic Development Reservation Cancellation(s) and Addition(s)

The Operations Committee provided direction to discuss District facility use requests with the Kendall County Economic Development Committee to firm up dates prior to submitting request forms in order to reduce staff time impacts resulting from frequent rescheduling and cancellations.

Executive Advisor Guritz provided information on an upcoming meeting with the University of Illinois Extension Service - 4H for facility usage. The Operations Committee provided direction to not extend reduced fees for weekend bunkhouse rentals, requirement for security deposits, and 50% reduced payment structure for weekday programming for FY25.

VII. Grounds and Natural Resources Reports

- A. Grounds and Natural Resources Project Updates
- B. Kendall County Highway Vehicle Purchase – 2015 GMC 2500 Sierra – Crew Cab with ± 100,000 miles
- C. FY24 Facility Rentals Updates

Acting Executive Director White presented a Grounds and Natural Resources project update.

The Operations Committee provided direction to obtain a Kelly Blue Book value on the Highway Department truck for presentation to the Committee of the Whole.

Acting Executive Director White presented a facility rentals report for the District for the 2024 calendar year.

Commissioner Rodriguez requested that the District to look into parking lot lighting options for Meadowhawk Lodge.

VIII. Environmental Education and Ellis House and Equestrian Center Reports

- A. IDNR-ENTICE Workshop Evaluations – Saturday, February 24, 2024
- B. Sap to Syrup Celebration – March 9, 2024
- C. Girl Scouts of Northern Illinois – Preferred Partner Program
- D. 2024 Summer Camp Offerings – Demand-Based Session Additions

Environmental Education and Outreach Division Manager Wiencke presented participant surveys from the District's recent IDNR-ENTICE workshop. The March 9th Sap to Syrup program is running with three full sessions offered. The District was asked to enroll in the Preferred Partner Program for the Girl Scouts of Northern Illinois.

Environmental Education and Outreach Division Manager Wiencke provided information on additional summer camp offerings extended due to high program demand.

IX. Other Items of Business

- A. Kendall County Career and Resource Fair – Friday, April 5, 2024 – Event Tables and Chairs Request**

Executive Advisor Guritz presented a quote to provide tables and chairs for the Kendall County Career and Resources Fair. Direction was received to secure the requested tables and chairs as a District sponsorship for the event.

Executive Advisor Guritz provided updates on the progress of the Citizen Science Cicada website project.

X. Chairman’s Report

Operations Chair Koukol reported that another job fair opportunity for the District to table at is the Oswego High School during their trade career fair.

XI. Public Comments

No public comments were offered from citizens in attendance.

XII. Executive Session

None.

XIII. Adjournment

Commissioner Flowers made a motion to adjourn the meeting. Seconded by Commissioner Bachmann. Aye, all. Opposed, none. Meeting adjourned at 6:58 pm.

Respectfully submitted,

David Guritz
Executive Advisor, Kendall County Forest Preserve District

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 Grounds and Maintenance	\$42.74
						Sub-Total	\$42.74
					Ellis Barn	Total	\$42.74
Ellis Grounds	236	CENTRAL LIMESTONE CO INC	36759	Gravel for Ellis	19001162	68580 Grounds and Maintenance	\$105.13
						Sub-Total	\$105.13
					Ellis Grounds	Total	\$105.13
Ellis House	3380	AMAZON CAPITAL SERVICES	1HG1-R9MM-1P7D	Ellis-Cat food, phone battery	19001160	62000 Office Supplies	\$15.95
						Sub-Total	\$15.95
					Ellis House	Total	\$2,058.69
	124	BARRETT'S ECOWATER	IN-00803	Ellis-Water Carbon filter, installation	19001160	68580 Grounds and Maintenance	\$2,000.00
	1323	MENARDS	92001	Ellis-Sleaining supplies, lightbulbs, aerators	19001160	68580 Grounds and Maintenance	\$42.74
						Sub-Total	\$2,042.74
					Ellis House	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
							Sub-Total	\$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
							Sub-Total	\$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
							Sub-Total	\$31.69
	67	AMEREN ILLINOIS	27864440060229 24	Millbrook S Electric	190011	63510	Electric	\$32.01
							Sub-Total	\$32.01
1007	ILLINOIS COUNTIES RISK MANAGEMENT TRUST	March Installment	March Installment	190011	68000	Liability Insurance Premiums	\$9,920.16	
							Sub-Total	\$9,920.16
					Forest Preserve Director	Total	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	

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

Claims Listing

3/13/2024 11:13:13 AM

Department	Vendor #	Vendor Name	Invoice #	Invoice Description	GL Account	Description	Invoice Amount
Ellis Grounds	1153	KENDALL CO HIGHWAY DEPT	2023 Salt	Road Salt-2023	19001162 68580	Grounds and Maintenance	\$78.56
	1323	MENARDS	92640	Battery. deposit	19001162 68580	Grounds and Maintenance	\$127.97
	1323	MENARDS	93063	Battery. wrench set, trash bags	19001162 68580	Grounds and Maintenance	\$150.80
						Sub-Total	\$357.33
					Ellis Grounds	Total	\$357.33
Ellis House	541	FIRST NATIONAL BANK OF OMAHA	Vick Feb 2024	Vick Credit Card Feb 2024	19001160 62000	Office Supplies	\$20.18
	3380	AMAZON CAPITAL SERVICES	1XQD-GVGQ- GT7H	Under Cabinet Lighting	19001160 62000	Office Supplies	\$44.40
						Sub-Total	\$64.58
	541	FIRST NATIONAL BANK OF OMAHA	Vick Feb 2024	Vick Credit Card Feb 2024	19001160 62270	Utilities	\$391.23
	2047	COMED	23461890000315 24	ComEd Ellis House	19001160 62270	Utilities	\$897.43
						Sub-Total	\$1,288.66
	1323	MENARDS	92603	Rubber tip, paper towels, batteries, cleaner	19001160 68580	Grounds and Maintenance	\$51.16
	1323	MENARDS	92641	Ellis House-Refrigerator	19001160 68580	Grounds and Maintenance	\$1,148.00

Ellis House	1323	MENARDS	92765	Sweeper, tips, penetrant drip, cleaner	19001160 68580	Grounds and Maintenance	\$74.50
						Sub-Total	\$1,273.66
					Ellis House	Total	\$2,626.90
Ellis Riding Lessons	541	FIRST NATIONAL BANK OF OMAHA	GuritzFeb2024	Guritz Credit Card Feb 2024	19001164 63000	Animal Care & Supplies	\$774.14
	541	FIRST NATIONAL BANK OF OMAHA	Vick Feb 2024	Vick Credit Card Feb 2024	19001164 63000	Animal Care & Supplies	\$310.33
						Sub-Total	\$1,084.47
					Ellis Riding Lessons	Total	\$1,084.47
Ellis Sunrise Center	529	EQUINE VETERINARY PRACTICE LLC	238658, 238839	Casper, Keeper Exam, meds	19001167 63000	Animal Care & Supplies	\$370.00
	529	EQUINE VETERINARY PRACTICE LLC	239024	Dante-Exam, meds	19001167 63000	Animal Care & Supplies	\$427.00
						Sub-Total	\$797.00
					Ellis Sunrise Center	Total	\$797.00
Ellis Weddings	3131	GROOT INC	12136783T102	Waste and Recycling Services	19001168 63070	Refuse Pickup	\$71.50
						Sub-Total	\$71.50
					Ellis Weddings	Total	\$71.50
Environ. Educ. Laws of Nature	541	FIRST NATIONAL BANK OF OMAHA	WienckeFeb2024	Wiencke Feb 2024 Credit Card	19001180 63030	Program Supplies	\$15.95

Environ. Educ. Laws of Nature	3380	AMAZON CAPITAL SERVICES	1JQM-CG4N-1YH3	Animals figurines, laminating sheets, pancakes	19001180 63030	Program Supplies	\$107.55
						Sub-Total	\$123.50
Environ. Educ. Other Pblc Prg					Environ. Educ. Laws of Nature	Total	\$123.50
	541	FIRST NATIONAL BANK OF OMAHA	WienckeFeb2024	Wiencke Feb 2024 Credit Card	19001179 63030	Program Supplies	\$45.62
Environ. Educ. Other Pblc Prg	3380	AMAZON CAPITAL SERVICES	1JQM-CG4N-1YH3	Animals figurines, laminating sheets, pancakes	19001179 63030	Program Supplies	\$50.82
						Sub-Total	\$96.44
Environ. Educ. Natrl Beg.					Environ. Educ. Other Pblc Prg	Total	\$96.44
	541	FIRST NATIONAL BANK OF OMAHA	WienckeFeb2024	Wiencke Feb 2024 Credit Card	19001178 63030	Program Supplies	\$45.62
Forest Preserve Director						Sub-Total	\$45.62
	1304	MARCO TECHNOLOGIES, LLC	523899045F	Copier 02/28/2024 - 03/28/2024	190011 62000	Office Supplies	\$238.41
Forest Preserve Director					Environ. Educ. Natrl Beg.	Total	\$45.62
	2170	ANTOINETTE WHITE	2024 Spring Tuition	Reimbursement for Spring Tuition	190011 62040	Conferences	\$1,740.00
						Sub-Total	\$1,740.00

**Forest Preserve
Director**

1665	SHAW MEDIA	10085118031524	Website hosting, public hearing notice	190011 62090	Legal Publications	\$67.58
					Sub-Total	\$67.58
1199	KLUBER, INC.	8881	Subat Architect Services	190411 62150	Contractual Services	\$14,505.10
1937	WIRE WIZARD OF ILLINOIS INC	362419	Alarm Monitoring-Pickerill	190011 62150	Contractual Services	\$105.00
3267	SUBURBAN LABORATORIES, INC	220734	Water testing	190011 62150	Contractual Services	\$195.00
					Sub-Total	\$14,805.10
2047	COMED	06169650000315 24	ComEd Harris Arena	190011 63510	Electric	\$33.47
2047	COMED	10178790000315 24	ComEd Baker Woods	190011 63510	Electric	\$21.47
2047	COMED	28734790000315 24	ComEd Harris	190011 63510	Electric	\$22.49
2047	COMED	66110222220315 24	ComEd Jay Woods	190011 63510	Electric	\$25.02
2047	COMED	79918865000031 524	ComEd Harris	190011 63510	Electric	\$151.59
					Sub-Total	\$254.04
498	MACK & ASSOCIATES	11652	FY 2023 Audit Services	190011 65490	Auditing & Accounting	\$9,500.00
					Sub-Total	\$9,500.00

1696	SPEER FINANCIAL, INC	d6-23-6	Bond Services	190311	66500	Miscellaneous Expense	\$675.00	
						Sub-Total	\$675.00	
1007	ILLINOIS COUNTIES RISK MANAGEMENT TRUST	9920.16	Liability Ins Installment March 2024	190011	68000	Liability Insurance Premiums	\$9,920.16	
						Sub-Total	\$9,920.16	
1665	SHAW MEDIA	10085118031524	Website hosting, public hearing notice	190011	68430	Marketing / Publicity	\$59.99	
						Sub-Total	\$59.99	
4722	HIGHLIGHT EVENT RENTAL	0247	Table and Chair Rental for KC Job Fair	190011	68540	Contributions	\$303.00	
						Sub-Total	\$303.00	
Forest Preserve Director							Total	\$37,563.28
506	ELBURN NAPA, INC.	4860031524	Inflator, string kit, Carrier, filter, oil, washer	19001183	62160	Equipment	\$305.28	
						Sub-Total	\$305.28	
541	FIRST NATIONAL BANK OF OMAHA	WhiteFeb2024	White Credit Card Feb 2024	19001183	62160	Equipment	\$41.23	
						Sub-Total	\$41.23	
556	FLATSO'S TIRE SHOP	30408	F150 repairs	19001183	62160	Equipment	\$813.72	
						Sub-Total	\$813.72	
1950	YORKVILLE ACE & RADIO SHACK	178353, 178422	Tools, fuel	19001183	62160	Equipment	\$131.94	
						Sub-Total	\$131.94	
1153	KENDALL CO HIGHWAY DEPT	Fuel Feb 2024	Gas and Diesel-Feb 2024	19001183	62180	Gasoline / Fuel / Oil	\$906.96	
						Sub-Total	\$906.96	

1950	YORKVILLE ACE & RADIO SHACK	178353, 178422	Tools, fuel	19001183	62180	Gasoline / Fuel / Oil	\$79.96
						Sub-Total	\$986.92
1655	SERVICE SANITATION, INC	50- 493234031524	Portable Restroom Services	19001183	63070	Refuse Pickup	\$337.45
3131	GROOT INC	12136783T102	Waste and Recycling Services	19001183	63070	Refuse Pickup	\$209.80
						Sub-Total	\$547.25
506	ELBURN NAPA, INC.	4860031524	Inflator, string kit, Carrier, filter, oil, washer	19001183	63110	Shop Supplies	\$28.42
1153	KENDALL CO HIGHWAY DEPT	2023 Salt	Road Salt-2023	19001183	63110	Shop Supplies	\$392.80
1323	MENARDS	92452	Wood, hardware, glasses	19001183	63110	Shop Supplies	\$5.47
1323	MENARDS	93044	Bleach, odor eliminator	19001183	63110	Shop Supplies	\$53.82
1464	NORTHERN SAFETY CO, INC	906071370	Nitrile Exam Gloves- Grounds and Hoover	19001183	63110	Shop Supplies	\$61.44
						Sub-Total	\$541.95
1849	VERIZON	9957052721	Cell phone services	19001183	63540	Telephones	\$166.06
3837	T-MOBILE	98200824903152 4	Cell Phone Services	19001183	63540	Telephones	\$370.96
3837	T-MOBILE	99034511203152 4	Ooma Device	19001183	63540	Telephones	\$79.90
						Sub-Total	\$616.92

**Grounds and Natural
Resources**

Grounds and Natural Resources										
1323	MENARDS	92452	Wood, hardware, glasses	19001183	68530	Preserve Improvements				\$149.96
									Sub-Total	\$149.96
									Total	\$4,135.17
Hoover										
1937	WIRE WIZARD OF ILLINOIS INC	362418	MHL Alarm Monitoring	19001171	62270	Utilities				\$180.00
1937	WIRE WIZARD OF ILLINOIS INC	362420	Alarm Monitoring-Rookery	19001171	62270	Utilities				\$105.00
									Sub-Total	\$285.00
4199	JARED LANDSTEINER	24-00028	MHL Sec Dep Refund	19001171	63040	Security Deposit Refund				\$172.50
4227	MARK ARMSTRONG	23-00087	BS Sec Dep Refund	19001171	63040	Security Deposit Refund				\$100.00
4680	LORETTA RODE	23-00410	KF Sec Dep Refund	19001171	63040	Security Deposit Refund				\$100.00
4681	JESSICA FLORES	24-00036	MHL Sec Dep Refund	19001171	63040	Security Deposit Refund				\$242.50
4682	ALEXIS WALLACE	24-00021	MHL Sec Dep Refund	19001171	63040	Security Deposit Refund				\$292.50
4685	EMILY LISZKA	23-00337	BS Sec Dep Refund	19001171	63040	Security Deposit Refund				\$100.00
									Sub-Total	\$1,007.50

Hoover	1464	NORTHERN SAFETY CO, INC	906071370	Nitrile Exam Gloves- Grounds and Hoover	19001171	63110	Shop Supplies	\$61.44
							Sub-Total	\$61.44
	1323	MENARDS	93044	Bleach, odor eliminator	19001171	63120	Building Maintenance	\$9.98
	3292	SUMMERS HEATING & COOLING	337599	Sewer Back up assessment-Blazing Star	19001171	63120	Building Maintenance	\$599.00
							Sub-Total	\$608.98
	1153	KENDALL CO HIGHWAY DEPT	2023 Salt	Road Salt-2023	19001171	68580	Grounds and Maintenance	\$157.12
							Sub-Total	\$157.12
						Hoover	Total	\$2,120.04
	4684	HEATHER SCULL	24-00057	Pickerill Sec Dep Refund	19001184	63040	Security Deposit Refund	\$172.50
							Sub-Total	\$172.50
2047	COMED	94385650000315 24	ComEd Pickerill	19001184	63100	Electric	\$15.97	
						Sub-Total	\$15.97	
					Pickerill - Pigott	Total	\$188.47	
						Grand Total	\$49,209.72	

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.kendallcountyil.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

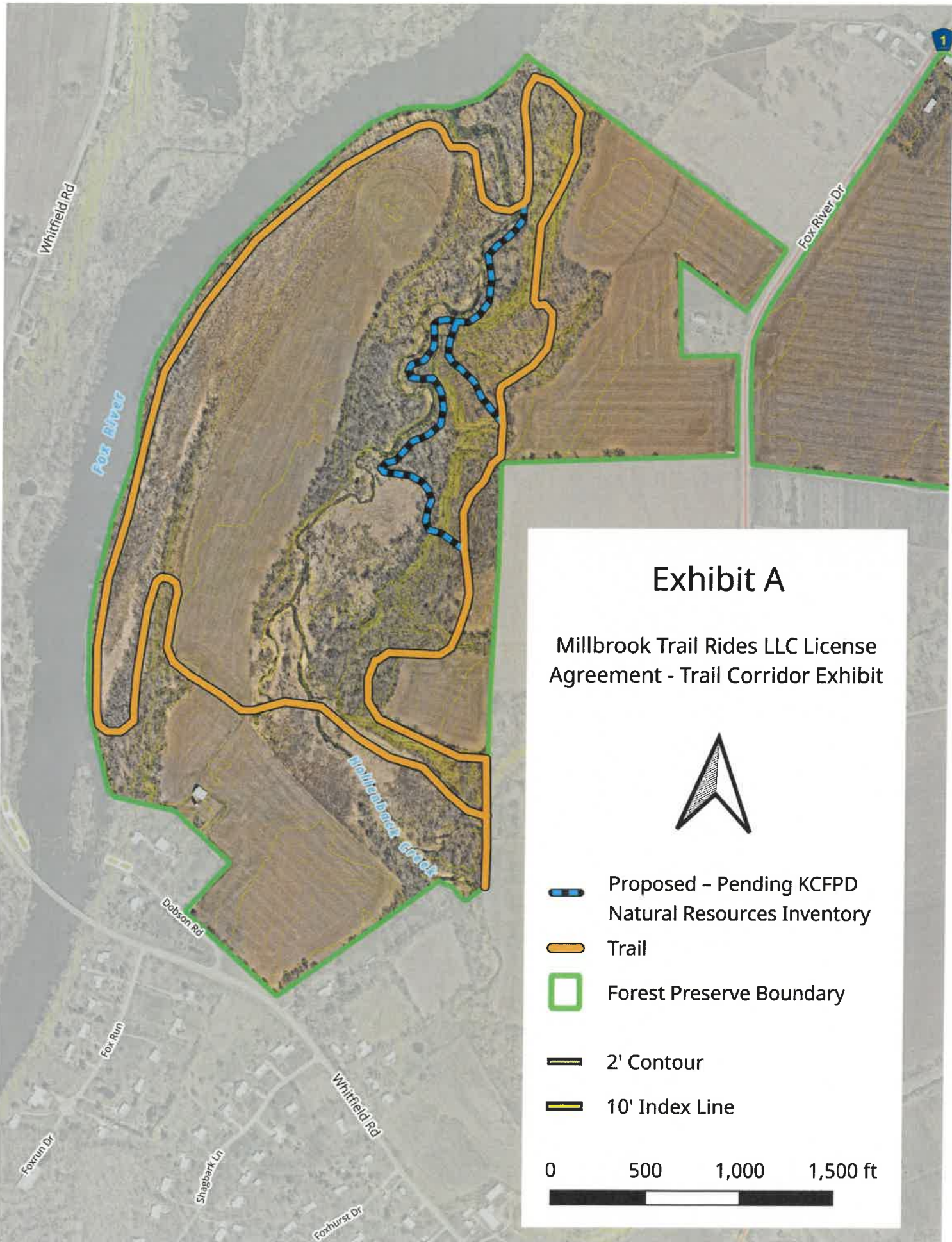







Exhibit A

Millbrook Trail Rides LLC License Agreement - Trail Corridor Exhibit



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

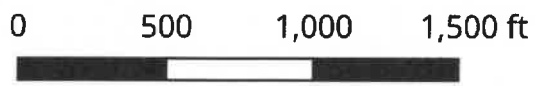


Exhibit B:

**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! I/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 kcforest@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!

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 20TH day of March, 2024.

KENDALL COUNTY FOREST PRESERVE DISTRICT

By: _____
Brian DeBolt

Its: President _____

Attest:

By: _____
Seth Wormley

Its: _____
Secretary

VILLAGE OF MINOOKA

By: _____
Frederic Offerman, Village President

Attest:

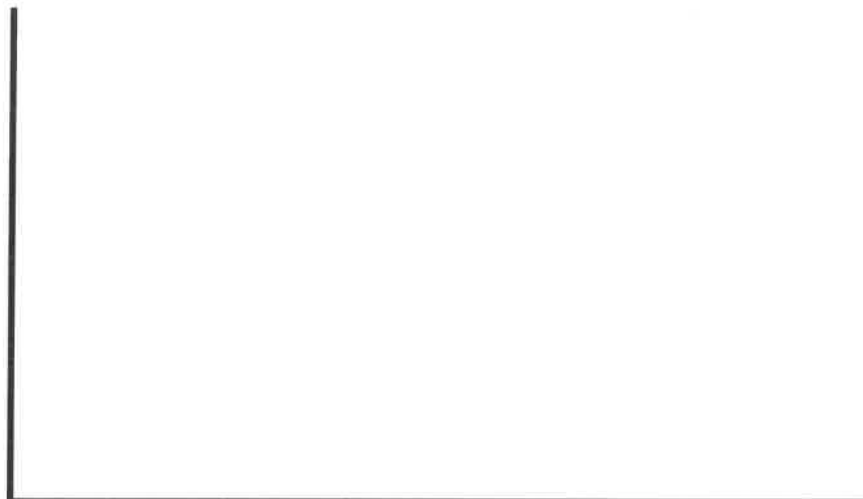
By: _____
Orsola Evola, Village Clerk

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 20th day of March, 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.

IN WITNESS WHEREOF, the Owners hereto have set their hand this 20th day of March, 2024.

KENDALL COUNTY FOREST PRESERVE DISTRICT

By: Brian DeBolt

Its: 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 _____ (*name*), personally known to me to be the _____ (*title*) of Kendall County Forest Preserve District 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 Kendall County Forest Preserve District, 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

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

**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 _____, 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-fixtured 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-fixtured items to the Tenants.

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 _____.

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.

Tenants' Initials: _____

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: _____

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 _____.

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.

Tenants' Initials: _____

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: _____

Tenants' Initials: _____

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 _____.

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.

Tenants' Initials: _____

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 Board of Commissioners
From: Antoinette White, Acting Executive Director
RE: Used Highway Department Truck – Fair Market Value
Date: March 20, 2024

Kendall County Forest Preserve District is recommending approval of a request to Kendall County for the purchase of a used 2015 GMC 1500 Sierra Crew Cab 4WD with 125,000 miles (VIN# 1GTN2TEC0FZ263405)

The Kelley Blue Book value in “good” condition for the zip code 60560 is \$8,859.00.

Kelley Blue Book
THE TRUCK AUTHORITY

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
SPECIAL VALUE

Valid for ZIP code 60560 through 03/08/2024

Recommendation: Approval of the motion to purchase the 2015 GMC 1500 Sierra pickup truck in the amount of \$8,859.00.

To: Kendall County Forest Preserve District Board of Commissioners
 From: David Guritz, Executive Advisor
 RE: Transfer of Interest Earnings from Fund 1903 to Fund 1915
 Date: March 20, 2024

The Kendall County Treasurer's Office noted a fund deficit posted in Fund 1915 in the amount of \$1,936.64. An analysis completed with Mack & Associates found that the District had levied the correct amounts. However, actual collections deposited have fallen short of the total debt service expenditures. The transfer will bring the fund to a zero balance.

Kendall County



YEAR-TO-DATE BUDGET REPORT

FDR 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	.00%
191511 41350 Interest Income	-100	-100	.00	.00	.00	-100.00	.00%
191511 66500 Miscellaneous Expense	475	475	.00	.00	.00	475.00	.00%
191511 68640 Fiscal Agent Fee	1,107	1,107	.00	.00	.00	1,107.00	.00%
191511 68790 Debt Srv 2021 Interest	33,544	33,544	17,271.88	.00	.00	16,272.12	51.3%
191511 68800 Debt 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			

Recommendation: Approve a motion to transfer interest earnings in the amount of \$1,936.64 from Fund 1903 to Fund 1915.