

**KENDALL COUNTY FOREST PRESERVE DISTRICT
FINANCE COMMITTEE MEETING**

AGENDA

THURSDAY, MARCH 28, 2024

4:00 P.M.

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

- I. Call to Order
- II. Roll Call: Seth Wormley (Chairman), Jason Peterson (Vice-Chair), Brian DeBolt, Matt Kellogg, and Brooke Shanley
- III. Approval of Agenda
- IV. Public Comments
- V. Motion to Forward Claims to Commission for Approval
- VI. Review of Preliminary Financial Statements for the Period Ending February 29, 2024
- VII. **OLD BUSINESS**
 - A. EPA Section 319 Grant Proposal – Little Rock Creek Forest Preserve Dam Removal Project
 - B. Congresswoman Underwood Appropriations Request – FY25 Community Project Funding
 - C. Subat Nature Center Project Updates
- VIII. **NEW BUSINESS**
 - A. Review of Ordinance #06-04-01 Regarding the Granting of Easements and Licenses
 - B. TC Energy – ANR Pipeline (AKA Michigan-Wisconsin Pipe Line Company) Temporary and Permanent Easement Requests – Discussion of Temporary Easement Scope, and District Fees and Charges
- IX. **OTHER ITEMS OF BUSINESS**
 - A. FY24 Capital Projects – Development of Bid Specifications
 - B. FY23 Audit Progress – Mack & Associates
 - C. SB 3743 – Illinois Downstate Forest Preserve District Act – Proposed Amendment Updates
 - D. Wesley Hughes Estate Contribution – Status Report
- X. Public Comments
- XI. Executive Session
- XII. Adjournment

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

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

Claims Listing

3/27/2024 11:14:46 AM

| Department | Vendor # | Vendor Name | Invoice # | Invoice Description | GL Account | Description | Invoice Amount |
|--------------------------------|----------|-------------------------|----------------|---|----------------------------------|-------------------------|-----------------|
| Ellis House | 4762 | WATCH COMMUNICATIONS | 1405336033124 | Internet Services-Ellis | 19001160 62270 | Utilities | \$103.49 |
| | | | | | | Sub-Total | \$103.49 |
| | 1323 | MENARDS | 93598 | Lightbulbs, cord, connector, \$.02 due inv #92603 | 19001160 68580 | Grounds and Maintenance | \$15.48 |
| | | | | | | Sub-Total | \$15.48 |
| | | | | | Ellis House | Total | \$118.97 |
| Ellis Riding Lessons | 4523 | WESTWIND HAY FARMS | 033124 | Hay Square Blaes-Ellis | 19001164 63000 | Animal Care & Supplies | \$130.00 |
| | | | | | | Sub-Total | \$130.00 |
| | | | | | Ellis Riding Lessons | Total | \$130.00 |
| Environ. Educ. Laws of Nature | 3380 | AMAZON CAPITAL SERVICES | 1Q9V-X1VY-P4K1 | Educ DeptSupplies | 19001180 63030 | Program Supplies | \$75.74 |
| | | | | | | Sub-Total | \$75.74 |
| | | | | | Environ. Educ. Laws of | Total | \$75.74 |
| Environ. Educ. Other Pblc Prg | 3380 | AMAZON CAPITAL SERVICES | 1Q9V-X1VY-P4K1 | Educ DeptSupplies | 19001179 63030 | Program Supplies | \$39.92 |
| | | | | | | Sub-Total | \$39.92 |
| | | | | | Environ. Educ. Other Pblc | Total | \$39.92 |
| Environmental Educ. Natri Beg. | 1323 | MENARDS | 91076 | Broom, dustpan | 19001178 63030 | Program Supplies | \$26.88 |
| | 3380 | AMAZON CAPITAL SERVICES | 1Q9V-X1VY-P4K1 | Educ DeptSupplies | 19001178 63030 | Program Supplies | \$396.48 |
| | | | | | | Sub-Total | \$423.36 |
| | | | | | Environmental Educ. Natri | Total | \$423.36 |

| Education School | | AMAZON CAPITAL SERVICES | 1Q9V-X1VY-P4K1 | Educ DeptSupplies | 19001176 63030 | Program Supplies | \$7.19 |
|------------------|-----------------------------|--------------------------|-----------------------------------|-------------------|---------------------------------|-------------------|-------------------|
| | | | | | | Sub-Total | \$7.19 |
| | | | | | Environmental Education | Total | \$7.19 |
| 4769 | CPR PLUS | 240229 | CPR, First Aid for Educ. | 190011 62040 | Conferences | \$585.00 | \$585.00 |
| | | | | | Sub-Total | \$585.00 | |
| 67 | AMEREN ILLINOIS | 278644006033124 | Millbrook S Electric | 190011 63510 | Electric | \$112.73 | \$112.73 |
| 2047 | COMED | 1017879000033124 | ComEd Baker Woods | 190011 63510 | Electric | \$21.47 | \$21.47 |
| | | | | | Sub-Total | \$134.20 | |
| 1464 | NORTHERN SAFETY CO, INC | 906087572 | Replacement Chairs for Kingfisher | 190711 66500 | Miscellaneous Expense | \$1,885.32 | \$1,885.32 |
| | | | | | Sub-Total | \$1,885.32 | |
| 2260 | THE CONSERVATION FOUNDATION | Spring2024Benefit Dinner | Donation-Spring Benefit Dinner | 190011 68540 | Contributions | \$1,500.00 | \$1,500.00 |
| | | | | | Sub-Total | \$1,500.00 | |
| | | | | | Forest Preserve Director | Total | \$4,104.52 |
| 90 | ATLAS BOBCAT | BW7362 | Oil, filters | 19001183 62160 | Equipment | \$194.37 | \$194.37 |
| | | | | | Sub-Total | \$194.37 | |
| 678 | GRAINCO FS, INC. | B0005310709 | Fuel for Hoover | 19001183 62180 | Gasoline / Fuel / Oil | \$1,855.52 | \$1,855.52 |
| | | | | | Sub-Total | \$1,855.52 | |
| 1452 | NICOR | 85662610121033124 | Nicor Millbrook S | 19001183 63090 | Natural Gas | \$142.80 | \$142.80 |
| 1452 | NICOR | 87946110001033124 | Nicor Harris | 19001183 63090 | Natural Gas | \$190.89 | \$190.89 |
| | | | | | Sub-Total | \$333.69 | |
| 1323 | MENARDS | 92999 | Paint, mop handle | 19001183 63110 | Shop Supplies | \$10.97 | \$10.97 |

| 1323 | MENARDS | 94072 | Lightbulbs | 19001183 63110 | Shop Supplies | \$27.98 |
|------|--------------------------|-----------------------|--------------------------------|----------------|----------------------------|-------------------|
| | | | | | Sub-Total | \$38.95 |
| | | | | | Grounds and Natural | Total |
| | | | | | Sub-Total | \$2,422.53 |
| 2197 | NEWARK SANITARY DISTRICT | 071112 | Sample and Flow Reports-Hoover | 19001171 62270 | Utilities | \$1,200.00 |
| | | | | | Sub-Total | \$1,200.00 |
| 3364 | TROOP 41 DJ LACHAPELLE | 22-00322 | Moonseed Sec Dep Refund | 19001171 63040 | Security Deposit Refund | \$100.00 |
| | | | | | Sub-Total | \$100.00 |
| 1452 | NICOR | 228270830270331 24 | Nicor Hoover Shop | 19001171 63090 | Natural Gas | \$47.96 |
| 1452 | NICOR | 233366982970331 24 | Nicor Rookery | 19001171 63090 | Natural Gas | \$146.12 |
| 1452 | NICOR | 246142036280331 24 | Nicor Blazing Star | 19001171 63090 | Natural Gas | \$121.05 |
| 1452 | NICOR | 282352997330331 24 | Nicor Moonseed | 19001171 63090 | Natural Gas | \$86.58 |
| 1452 | NICOR | 308310348940331 24 | Nicor Kingfisher | 19001171 63090 | Natural Gas | \$137.46 |
| 1452 | NICOR | 509801971280331 24 | Nicor-MHL | 19001171 63090 | Natural Gas | \$52.12 |
| 1452 | NICOR | 723893741240331 24 | Nicor Hoover Residence | 19001171 63090 | Natural Gas | \$59.15 |
| 1452 | NICOR | 885514011490331 24 | Nicor Hoover Maintenance | 19001171 63090 | Natural Gas | \$100.19 |
| | | | | | Sub-Total | \$750.63 |
| 2047 | COMED | 047403800003312 4 | ComEd Hoover Multiple | 19001171 63100 | Electric | \$2,383.97 |
| 2047 | COMED | 050739700003312 4 | ComEd Hoover Bathhouse | 19001171 63100 | Electric | \$655.39 |
| 2047 | COMED | 983783122203312 4 | ComEd Hoover Residence | 19001171 63100 | Electric | \$48.17 |
| | | | | | Sub-Total | \$3,087.53 |

Hoover

| | | | | | | | |
|------|-----------------------|--------|-------------------------------|---------------|-------|----------------------|--------------------|
| 1323 | MENARDS | 94072 | Lightbulbs | 19001171 | 63110 | Shop Supplies | \$9.99 |
| | | | | | | Sub-Total | \$9.99 |
| 84 | ARTLIP AND SONS INC | 209917 | Thermostat Replacement-Hoover | 19001171 | 63120 | Building Maintenance | \$635.00 |
| 1323 | MENARDS | 92999 | Paint, mop handle | 19001171 | 63120 | Building Maintenance | \$23.97 |
| 1877 | WALDEN'S LOCK SERVICE | 23781 | Replacement bolt-MHL | 19001171 | 63120 | Building Maintenance | \$70.98 |
| | | | | | | Sub-Total | \$729.95 |
| | | | | Hoover | | Total | \$5,878.10 |
| | | | | | | Grand Total | \$13,200.33 |

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

3 Month Budget Percent = 25.0%

FOREST PRESERVES & PROGRAMS

| | Current Year FY24 | | Prior Year FY23 | | YTD Variance | |
|---|-------------------|------------------|------------------|-----------------|--------------------|---------------|
| | Budget | YTD | Budget | YTD | \$ Change | % Change |
| Beginning Balance | \$ | 658,179 | \$ | 600,007 | \$ | 58,172 |
| Revenue | | | | | | |
| Revenue - Administration | | 2,854 | 828,024 | 56,373 | -53,519 | -95% |
| Revenue - Ellis House & Equestrian Center | 66.2% | 16,870 | 151,970 | 12,681 | 4,189 | 33% |
| Revenue - Hoover FP | 9.1% | 24,818 | 72,200 | 14,545 | 10,273 | 71% |
| Revenue - Env. Education | 6.2% | 117,387 | 218,560 | 54,024 | 63,363 | 117% |
| Revenue - Grounds & Natural Resources | 14.4% | 1,735 | 38,500 | 5,327 | -3,592 | -67% |
| Revenue - Pickerill Pigott FP | 3.0% | 19,180 | 8,000 | - | 0 | 0% |
| Total Revenue | 100.0% | 1,569,627 | 1,317,254 | 142,951 | 20,713 | 14% |
| Expenditure | | | | | | |
| Expenditure - Administration | | 119,426 | 387,691 | 57,144 | 62,282 | 109% |
| Expenditure - Ellis House & Equestrian Center | 36.2% | 35,123 | 199,264 | 19,844 | 15,279 | 77% |
| Expenditure - Hoover FP | 12.9% | 42,113 | 235,286 | 32,980 | 9,133 | 28% |
| Expenditure - Env. Education | 16.4% | 42,064 | 202,226 | 23,296 | 18,768 | 81% |
| Expenditure - Grounds & Natural Resources | 14.6% | 42,013 | 284,078 | 41,844 | 169 | 0% |
| Expenditure - Pickerill Pigott FP | 19.1% | (210) | 7,000 | 1,050 | -1,260 | 0% |
| Total Expenditure | 0.7% | 1,569,627 | 1,315,545 | 176,158 | 104,371 | 59% |
| ENDING BAL | 100.0% | 658,179 | 601,716 | 566,799 | \$ (25,486) | -4.5% |
| Surplus/(Deficit) | | - | 1,709 | (33,207) | \$ (83,658) | |

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

3 Month Budget Percent = 25.0%

FOREST PRESERVE CATEGORIES

| | Current Year FY24 | | Prior Year FY23 | | YTD Variance | |
|--------------------------|-------------------|------------------|------------------|-----------------|-----------------|--------------|
| | Budget | YTD | Budget | YTD | \$ Change | % Change |
| Beginning Balance | | | | | | |
| Revenue | | | | | | |
| Property Tax | 759,981 | - | 710,448 | - | 1,184 | 270% |
| Interest Income | 7,400 | 1,622 | 533 | 438 | -2,837 | -67% |
| Other Income | 186,558 | 1,390 | 42,043 | 4,227 | -2,411 | -100% |
| Donations | 21,501 | - | 6,500 | 2,411 | 8,735 | 69% |
| Rental Revenue | 92,080 | 21,395 | 79,200 | 12,660 | 68,075 | 103% |
| Program Revenue | 360,707 | 134,145 | 362,530 | 66,069 | -53,910 | -100% |
| Farm License Revenue | 112,900 | - | 97,000 | 53,910 | 1,380 | 55% |
| Security Deposits | 24,500 | 3,880 | 15,500 | 2,500 | 1,380 | 68% |
| Credit Card Revenue | 4,000 | 1,232 | 3,500 | 735 | 497 | |
| Total Revenue | 1,569,627 | 163,664 | 1,317,254 | 142,951 | 20,713 | 14% |
| Expenditure | | | | | | |
| Personnel | 832,568 | 142,531 | 747,864 | 85,706 | 56,824 | 66% |
| Benefits | 295,737 | 88,409 | 280,319 | 60,062 | 28,347 | 47% |
| Contractual | 219,982 | 6,322 | 69,219 | 3,811 | 2,511 | 66% |
| Commodities | 137,250 | 25,851 | 143,516 | 21,449 | 4,401 | 21% |
| Other | 84,690 | 17,416 | 74,627 | 5,130 | 12,287 | 240% |
| Total Expenditure | 1,569,627 | 280,529 | 1,315,545 | 176,158 | 104,371 | 59% |
| ENDING BAL | 658,179 | 541,314 | 601,716 | 566,799 | (25,486) | -4.5% |
| Surplus/(Deficit) | - | (116,865) | 1,709 | (33,207) | (83,658) | |

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

3 Month Budget Percent = 25.0%

ADMINISTRATION

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

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

3 Month Budget Percent = 25.0%

ELLIS HOUSE & EQUESTRIAN CENTER

| | Current Year FY24 | | Prior Year FY23 | | YTD Variance | |
|--------------------------|--------------------|--------------------|-----------------|--------------------|-------------------|------------|
| | Budget | YTD | % | Budget | YTD | % |
| Revenue | | | | | | |
| Donations | 1 | - | 0.0% | - | - | |
| Security Deposit | 6,000 | 113 | 4.2% | - | 113 | |
| Credit Card Revenue | - | - | | - | - | |
| Program Revenue | 136,207 | 16,758 | 95.8% | 144,470 | 4,077 | 32% |
| Total Revenue | 142,208 | 16,870 | 11.9% | 151,970 | 4,189 | 33% |
| Expenditure | | | | | | |
| Personnel | 126,835 | 22,467 | 62.6% | 119,593 | 10,103 | 82% |
| Employee Benefits | 15,374 | 2,055 | 7.6% | 13,771 | 1,868 | 10% |
| Contractual | 11,200 | 1,052 | 5.5% | 11,200 | 630 | 67% |
| Commodities | 29,300 | 4,441 | 14.5% | 35,200 | 3,926 | 13% |
| Other | 19,850 | 5,109 | 9.8% | 19,500 | 4,053 | 38.4% |
| Total Expenditure | 202,559 | 35,123 | 17.3% | 199,264 | 15,279 | 77% |
| Surplus/(Deficit) | \$ (60,351) | \$ (18,253) | | \$ (47,294) | \$ (7,163) | |

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

3 Month Budget Percent = 25.0%

HOOVER FOREST PRESERVE

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

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

3 Month Budget Percent = 25.0%

ENVIRONMENTAL EDUCATION

| | Current Year FY24 | | Prior Year FY23 | | YTD Variance | |
|--------------------------|-------------------|------------------|------------------|------------------|---------------|------------|
| | Budget | YTD | Budget | YTD | \$ Change | % Change |
| Revenue | | | | | | |
| Donations | 1,500 | - | 500 | 636 | -636 | -100% |
| Security Deposit | - | - | - | - | - | - |
| Credit Card Revenue | 224,500 | 117,387 | 218,060 | 53,388 | 63,999 | 120% |
| Program Revenue | 226,000 | 117,387 | 218,560 | 54,024 | 63,363 | 117% |
| Total Revenue | | | | | | |
| | | | | | | |
| | 0.7% | | | | | |
| | 99.3% | | | | | |
| | 100.0% | | | | | |
| Expenditure | | | | | | |
| Personnel | 194,872 | 36,602 | 170,620 | 19,475 | 17,127 | 88% |
| Employee Benefits | 21,702 | 3,305 | 16,786 | 2,867 | 438 | 15% |
| Contractual | - | - | - | - | - | - |
| Commodities | 7,550 | 1,011 | 7,550 | 524 | 488 | 93% |
| Other | 4,881 | 1,145 | 7,270 | 429 | 716 | 167% |
| Total Expenditure | 229,005 | 42,064 | 202,226 | 23,296 | 18,768 | 81% |
| Surplus/(Deficit) | \$ (3,005) | \$ 75,323 | \$ 16,334 | \$ 30,729 | | |

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

3 Month Budget Percent = 25.0%

GROUND & NATURAL RESOURCES

| | Current Year FY24 | | Prior Year FY23 | | YTD Variance | |
|--------------------------|-------------------|---------------------|-----------------|---------------------|--------------------|--------------|
| | Budget | YTD | % | Budget | YTD | % |
| Revenue | | | | | | |
| Other Income | 37,500 | 1,390 | 3.7% | 30,500 | 4,187 | 13.7% |
| Donations | 1,000 | - | | 1,000 | 525 | |
| Grants | - | - | | - | - | |
| Credit Card Revenue | 8,000 | 345 | 4.3% | 7,000 | 615 | 8.8% |
| Rental Revenue | | | | | | |
| Total Revenue | 46,500 | 1,735 | 3.7% | 38,500 | 5,327 | 13.8% |
| Expenditure | | | | | | |
| Personnel | 163,669 | 20,077 | 12.3% | 147,545 | 19,272 | 13.1% |
| Employee Benefits | 48,220 | 8,719 | 18.1% | 52,107 | 12,741 | 24.5% |
| Contractual | 16,500 | 1,768 | 10.7% | 16,500 | 1,812 | 11.0% |
| Commodities | 36,750 | 3,197 | 8.7% | 32,766 | 6,835 | 20.9% |
| Other | 35,160 | 8,252 | 23.5% | 35,160 | 1,185 | 3.4% |
| Total Expenditure | 300,299 | 42,013 | 14.0% | 284,078 | 41,844 | 14.7% |
| Surplus/(Deficit) | | \$ (253,799) | | \$ (245,578) | \$ (36,517) | |
| | | | | | 169 | 0% |
| | | | | | (3,592) | -67% |
| | | | | | -270 | -44% |
| | | | | | -2,797 | -67% |
| | | | | | -525 | -100% |
| | | | | | 805 | 4% |
| | | | | | -4,022 | -32% |
| | | | | | -43 | -2% |
| | | | | | -3,638 | -53% |
| | | | | | 7,067 | 597% |

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

3 Month Budget Percent = 25.0%

PICKERILL PIGOTT FP

| | Current Year FY24 | | Prior Year FY23 | | YTD Variance | |
|--------------------------|-------------------|---------------|-----------------|-------------------|----------------|--------------|
| | Budget | YTD | Budget | YTD | \$ Change | % Change |
| Revenue | | | | | | |
| Donations | 14,000 | - | - | - | | |
| Other Income | - | - | | | | |
| Rental Revenue | 180 | - | 7,000 | - | | |
| Security Deposit | 5,000 | - | 1,000 | - | | |
| Total Revenue | 19,180 | - | 8,000 | - | | |
| | | | | | | |
| Expenditure | | | | | | |
| Personnel | 3,125 | 10 | - | - | 10 | |
| Employee Benefits | 239 | - | 1,000 | - | | |
| Contractual | | | | | | |
| Commodities | 2,700 | (219) | 6,000 | 1,050 | -1,269 | -121% |
| Other | 5,000 | - | - | - | | |
| Total Expenditure | 11,064 | (210) | 7,000 | 1,050 | (1,260) | -120% |
| Surplus/(Deficit) | \$ 8,116 | \$ 210 | \$ 1,000 | \$ (1,050) | | |

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

3 Month Budget Percent = 25.0%

ELLIS HOUSE - 1160

Revenue
Donations
Security Deposit
Credit Card Revenue
Program Revenue
Total Revenue

Expenditure
Personnel
Employee Benefits
Contractual
Commodities
Other
Total Expenditure
Surplus/(Deficit)

| | Current Year FY24 | | Prior Year FY23 | | YTD Variance | |
|--|--------------------|-------------------|--------------------|-------------------|--------------|------------|
| | Budget | YTD | Budget | YTD | \$ Change | % Change |
| | - | - | - | - | - | |
| | 10,974 | 2,152 | 10,394 | 1,629 | 523 | 32% |
| | 1,476 | 226 | 1,638 | 229 | -3 | -1% |
| | - | - | - | - | | |
| | 5,750 | 2,083 | 7,250 | 2,436 | -353 | -14% |
| | 4,250 | 2,587 | 3,800 | 635 | 1,952 | 307% |
| | 22,450 | 7,049 | 23,082 | 4,930 | 2,119 | 43% |
| | \$ (22,450) | \$ (7,049) | \$ (23,082) | \$ (4,930) | | |

48.9%
6.6%
25.6%
18.9%
100.0%

ELLIS BARN - 1161

Revenue
Donations
Security Deposit
Credit Card Revenue
Program Revenue
Total Revenue

Expenditure
Personnel
Employee Benefits
Contractual
Commodities
Other
Total Expenditure
Surplus/(Deficit)

| | Current Year FY24 | | Prior Year FY23 | | YTD Variance | |
|--|--------------------|-------------------|--------------------|-------------------|--------------|------------|
| | Budget | YTD | Budget | YTD | \$ Change | % Change |
| | - | - | - | - | - | |
| | 10,974 | 2,209 | 10,394 | 1,629 | 579 | 36% |
| | 1,476 | 231 | 1,638 | 229 | 1 | 1% |
| | - | - | - | - | | |
| | 5,000 | 771 | 6,500 | - | 771 | |
| | 3,200 | 230 | 2,700 | 270 | -40 | -15% |
| | 20,650 | 3,440 | 21,232 | 2,129 | 1,311 | 62% |
| | \$ (20,650) | \$ (3,440) | \$ (21,232) | \$ (2,129) | | |

53.1%
7.1%
24.2%
15.5%
100.0%

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

3 Month Budget Percent = 25.0%

ELLIS GROUNDS - 1162

| | Current Year FY24 | | Prior Year FY23 | | YTD Variance | |
|--------------------------|-------------------|----------------|-----------------|----------------|--------------|-------------|
| | Budget | YTD | Budget | YTD | \$ Change | % Change |
| Revenue | | | | | | |
| Donations | | - | | | | |
| Security Deposit | | - | | | | |
| Credit Card Revenue | | 4,305 | 20,788 | 1,986 | 2,319 | 117% |
| Program Revenue | | 453 | 3,275 | 459 | -6 | -1% |
| Total Revenue | 27,997 | 27,997 | 27,250 | 27,250 | | |
| | 100.0% | 100.0% | | | | |
| Expenditure | | | | | | |
| Personnel | 21,947 | 4,305 | 20,788 | 1,986 | 2,319 | 117% |
| Employee Benefits | 3,100 | 453 | 3,275 | 459 | -6 | -1% |
| Contractual | - | - | - | - | | |
| Commodities | - | - | - | - | | |
| Other | 6,400 | 2,292 | 5,500 | 151 | 2,142 | |
| Total Expenditure | 31,447 | 7,050 | 29,563 | 2,595 | 4,455 | 172% |
| | 100.0% | 22.4% | | 8.8% | | |
| Surplus/(Deficit) | (3,450) | (7,050) | (2,313) | (2,595) | | |

ELLIS CAMPS - 1163

| | Current Year FY24 | | Prior Year FY23 | | YTD Variance | |
|--------------------------|-------------------|--------------|-----------------|--------------|--------------|-------------|
| | Budget | YTD | Budget | YTD | \$ Change | % Change |
| Revenue | | | | | | |
| Donations | | - | | | | |
| Security Deposit | | - | | | | |
| Credit Card Revenue | | - | | | | |
| Program Revenue | 13,750 | 3,571 | 11,760 | 2,286 | 1,285 | 56% |
| Total Revenue | 13,750 | 3,571 | 11,760 | 2,286 | 1,285 | 56% |
| | 100.0% | 26.0% | | 100.0% | | |
| Expenditure | | | | | | |
| Personnel | 3,790 | 796 | 3,484 | 169 | 627 | 371% |
| Employee Benefits | 350 | 75 | 322 | - | 75 | |
| Contractual | - | - | - | - | | |
| Commodities | 450 | - | 450 | - | | |
| Other | - | - | 500 | - | | |
| Total Expenditure | 4,590 | 871 | 4,756 | 169 | 702 | 415% |
| | 100.0% | 19.0% | | 3.6% | | |
| Surplus/(Deficit) | 9,160 | 2,700 | 7,004 | 2,117 | | |

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

3 Month Budget Percent = 25.0%

ELLIS RIDING LESSONS - 1164

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

ELLIS BIRTHDAY PARTIES - 1165

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

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

3 Month Budget Percent = 25.0%

ELLIS PUBLIC PROGRAMS - 1166

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

ELLIS SUNRISE CENTER - 1167

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

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

3 Month Budget Percent = 25.0%

ELLIS WEDDINGS - 1168

| | Current Year FY24 | | Prior Year FY23 | | YTD Variance | |
|--------------------------|-------------------|---------------|-----------------|---------------|--------------|-------------|
| | Budget | YTD | Budget | YTD | \$ Change | % Change |
| Revenue | | | | | | |
| Donations | - | - | | | | |
| Security Deposit | 5,000 | - | 5,000 | - | | |
| Credit Card Revenue | - | - | | | | |
| Program Revenue | 4,500 | 300 | 9,000 | 150 | 150 | 100% |
| Total Revenue | 9,500 | 300 | 14,000 | 150 | 150 | 100% |
| | 52.6% | | | | | |
| Expenditure | | | | | | |
| Personnel | 750 | - | 1,695 | 33 | -33 | -100% |
| Employee Benefits | 100 | - | 160 | - | | |
| Contractual | 1,700 | 72 | 1,700 | - | 72 | |
| Commodities | - | - | | | | |
| Other | 5,000 | - | 5,000 | - | | |
| Total Expenditure | 7,550 | 72 | 8,555 | 33 | 39 | 120% |
| | 56.2% | | | | | |
| Surplus/(Deficit) | \$1,950 | \$ 229 | \$5,445 | \$ 118 | | |
| | 100.0% | | | | | |

ELLIS OTHER RENTALS - 1169

| | Current Year FY24 | | Prior Year FY23 | | YTD Variance | |
|--------------------------|-------------------|----------|-----------------|--------------|--------------|--------------|
| | Budget | YTD | Budget | YTD | \$ Change | % Change |
| Revenue | | | | | | |
| Donations | - | - | | | | |
| Security Deposit | 1,000 | - | 2,500 | - | | |
| Credit Card Revenue | - | - | | | | |
| Program Revenue | 3,400 | - | 3,400 | 225 | -225 | -100% |
| Total Revenue | 4,400 | - | 5,900 | 225 | (225) | -100% |
| | 22.7% | | | | | |
| Expenditure | | | | | | |
| Personnel | 750 | - | 1,695 | - | | |
| Employee Benefits | 100 | - | 160 | - | | |
| Contractual | - | - | | | | |
| Commodities | - | - | | | | |
| Other | 1,000 | - | 1,000 | - | | |
| Total Expenditure | 1,850 | - | 2,855 | - | | |
| | 54.1% | | | | | |
| Surplus/(Deficit) | \$2,550 | - | \$3,045 | \$225 | | |
| | 100.0% | | | | | |

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

3 Month Budget Percent = 25.0%

HOOVER GROUNDS - 1171

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

HOOVER BUNKHOUSE - 1172

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

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

3 Month Budget Percent = 25.0%

HOOVER CAMPSITE - 1173

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

HOOVER MEADOWHAWK LODGE - 1174

| | Current Year FY24 | | Prior Year FY23 | | YTD Variance | |
|--------------------------|-------------------|-----------------|-----------------|-----------------|--------------|-------------|
| | Budget | YTD | Budget | YTD | \$ Change | % Change |
| Revenue | | | | | | |
| Donations | - | - | - | - | | |
| Rental Revenue | 38,000 | 11,680 | 24,500 | 3,330 | 8,350 | 251% |
| Security Deposit Revenue | 8,200 | 1,868 | 4,000 | 1,400 | 468 | 33% |
| Credit Card Revenue | - | - | - | - | | |
| Total Revenue | 46,200 | 13,548 | 28,500 | 4,730 | 8,818 | 186% |
| Expenditure | | | | | | |
| Personnel | 24,368 | 3,182 | 16,919 | 1,721 | 1,462 | 85% |
| Employee Benefits | 6,332 | 530 | 5,486 | 1,118 | -688 | -53% |
| Contractual | - | - | - | - | | |
| Commodities | - | - | - | - | | |
| Other | - | - | - | - | | |
| Total Expenditure | 30,700 | 3,712 | 22,405 | 2,839 | 873 | 31% |
| Surplus/(Deficit) | \$ 15,500 | \$ 9,836 | \$ 6,095 | \$ 1,891 | | |

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

3 Month Budget Percent = 25.0%

ENV. EDUCATION SCHOOL PROGRAMS - 1176

Revenue
 Donations
 Security Deposit
 Credit Card Revenue
 Program Revenue
Total Revenue

Expenditure
 Personnel
 Employee Benefits
 Contractual
 Commodities
 Other
Total Expenditure
Surplus/(Deficit)

| | Current Year FY24 | | Prior Year FY23 | | YTD Variance | |
|--------|-------------------|-------------------|-----------------|-----------------|--------------|-------------|
| | Budget | YTD | Budget | YTD | \$ Change | % Change |
| 100.0% | 20,000 | 1,589 | 20,000 | 693 | 896 | 129% |
| 100.0% | 20,000 | 1,589 | 20,000 | 693 | 896 | 129% |
| 87.5% | 16,723 | 2,382 | 14,800 | 1,176 | 1,206 | 103% |
| 3.7% | - | - | - | - | - | - |
| 8.9% | 700 | 13 | 700 | - | 13 | 8% |
| 100.0% | 1,681 | 220 | 4,070 | 204 | 16 | 8% |
| | 19,104 | 2,614 | 19,570 | 1,380 | 1,234 | 89% |
| | \$ 896 | \$ (1,025) | \$ 430 | \$ (687) | | |

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

3 Month Budget Percent = 25.0%

ENV. EDUCATION CAMPS - 1177

| | Current Year FY24 | | Prior Year FY23 | | YTD Variance | |
|--------------------------|-------------------|------------------|-----------------|------------------|---------------|------------|
| | Budget | YTD | Budget | YTD | \$ Change | % Change |
| Revenue | | | | | | |
| Donations | | | | | | |
| Security Deposit | | | | | | |
| Credit Card Revenue | | | | | | |
| Program Revenue | 39,500 | 29,965 | 37,000 | 19,855 | 10,110 | 51% |
| Total Revenue | 39,500 | 29,965 | 37,000 | 19,855 | 10,110 | 51% |
| Expenditure | | | | | | |
| Personnel | 34,535 | 2,769 | 28,000 | 2,298 | 471 | 20% |
| Employee Benefits | 3,447 | 288 | 1,649 | 404 | -116 | -29% |
| Contractual | - | - | - | - | | |
| Commodities | 1,500 | - | 1,500 | - | | |
| Other | 500 | 45 | 500 | - | 45 | |
| Total Expenditure | 39,982 | 3,102 | 31,649 | 2,702 | 400 | 15% |
| Surplus/(Deficit) | \$(482) | \$ 26,863 | \$ 5,351 | \$ 17,153 | | |

ENV. EDUCATION NATURAL BEGINNINGS - 1178

| | Current Year FY24 | | Prior Year FY23 | | YTD Variance | |
|--------------------------|-------------------|------------------|------------------|------------------|---------------|-------------|
| | Budget | YTD | Budget | YTD | \$ Change | % Change |
| Revenue | | | | | | |
| Donations | 1,500 | - | | 636 | -636 | -100% |
| Security Deposit | | | | | | |
| Credit Card Revenue | | | | | | |
| Program Revenue | 145,000 | 85,611 | 141,060 | 27,986 | 57,625 | |
| Total Revenue | 146,500 | 85,611 | 141,060 | 28,622 | 56,989 | 199% |
| Expenditure | | | | | | |
| Personnel | 124,626 | 28,080 | 111,540 | 14,237 | 13,843 | 97% |
| Employee Benefits | 16,335 | 2,719 | 12,708 | 2,213 | 506 | 23% |
| Contractual | - | - | - | - | | |
| Commodities | 4,000 | 749 | 4,000 | 493 | 256 | 52% |
| Other | 2,200 | 880 | 2,200 | 225 | 655 | |
| Total Expenditure | 147,161 | 32,428 | 130,448 | 17,168 | 15,261 | 89% |
| Surplus/(Deficit) | \$(661) | \$ 53,183 | \$ 10,612 | \$ 11,454 | | |

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

3 Month Budget Percent = 25.0%

ENV. EDUCATION PUBLIC PROGRAMS - 1179

| | Current Year FY24 | | Prior Year FY23 | | YTD Variance | |
|--------------------------|-------------------|-------------------|-----------------|-----------------|----------------|-------------|
| | Budget | YTD | Budget | YTD | \$ Change | % Change |
| Revenue | | | | | | |
| Donations | | | | | | |
| Security Deposit | | | | | | |
| Credit Card Revenue | | 222 | 20,000 | 4,854 | -4,632 | -95% |
| Program Revenue | | 222 | 20,000 | 4,854 | (4,632) | -95% |
| Total Revenue | | | | | | |
| 100.0% | | | | | | |
| 100.0% | | | | | | |
| Expenditure | | | | | | |
| Personnel | 14,723 | 2,608 | 12,500 | 1,467 | 1,141 | 78% |
| Employee Benefits | 1,471 | 242 | 1,854 | 221 | 21 | 9% |
| Contractual | - | - | - | - | | |
| Commodities | 750 | 249 | 750 | 31 | 218 | 709% |
| Other | 500 | - | 500 | - | | |
| 2.5% | | | | | | |
| 100.0% | | | | | | |
| Total Expenditure | 17,444 | 3,099 | 15,604 | 1,719 | 1,380 | 80% |
| Surplus/(Deficit) | \$ 2,556 | \$ (2,877) | \$ 4,396 | \$ 3,135 | | |

ENV. EDUCATION LAWS OF NATURE - 1180

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

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

3 Month Budget % = **25.0%**

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

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

3 Month Budget % = **25.0%**

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

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

3 Month Budget % = 25.0%

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

**FP Section 319 Fund - LRC Dam Removal
Fund 1905
For Period Ended 2/29/2024**

3 Month Budget % = 25.0%

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

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

3 Month Budget % = 25.0%

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

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

3 Month Budget % = 25.0%

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

KCFP Liability Insurance Fund

Fund 1911

For Period Ended 2/29/2024

3 Month Budget % = 25.0%

| ACCOUNT & DESCRIPTION | Budget 2024 | Actual YTD | % of Budget |
|---|------------------------|-----------------------|------------------------|
| Beginning Balance | \$ 46,300 | \$ 46,300 | |
| REVENUE | | | |
| 19111 40020 Transfer from FP | | | |
| 19111 40320 Transfer from FP Operating Fund | | | |
| 19111 41350 Insurance Claim Reimbursement | | | |
| 19111 42120 Interest Income | | | |
| Total Revenue | 0 | 0 | |
| EXPENDITURE | | | |
| 19111 68990 Claims/Deductibles | 25,000 | | 0.0% |
| Total Expenditure | 25,000 | 0 | 0.0% |
| Ending Balance | \$ 21,300 | \$ 46,300 | |
| Revenue over/(under) Expenditure | \$ (25,000) | | |

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

3 Month Budget % = 25.0%

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

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

3 Month Budget % = **25.0%**

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

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

3 Month Budget % = 25.0%

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

HAM 23-35

**AN INTERGOVERNMENTAL AGREEMENT BETWEEN KENDALL COUNTY AND
THE KENDALL COUNTY FOREST PRESERVE DISTRICT FOR THE
COMMITMENT OF KENDALL COUNTY FOX RIVER WATERSHED ESCROW
FUNDS TO SERVE AS THE REQUIRED LOCAL MATCH TO A DISTRICT-
SPONSORED USEPA SECTION 319 GRANT APPLICATION FOR THE REMOVAL
OF THE LOW HEAD DAM AND RELATED SOIL EROSION CONTROL AND WATER
QUALITY IMPROVEMENT PROJECTS AT LITTLE ROCK CREEK
FOREST PRESERVE**

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

WITNESSETH:

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

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

WHEREAS, pursuant to the Downstate Forest Preserve District Act, "Any forest preserve district organized under this Act shall have the power to create forest preserves, and for that purpose shall have the power to acquire in the manner hereinafter provided, and hold lands containing one or more natural forests or parts thereof or land or lands connecting such forests or

parts thereof, or lands capable of being forested, or capable of being restored to a natural condition, for the purpose of protecting and preserving the flora, fauna, and scenic beauties within such district, and to restore, restock, protect and preserve the natural forests and such lands together with their flora and fauna, as nearly as may be, in their natural state and condition, for the purpose of the education, pleasure, and recreation of the public.” 70 ILCS 805/5. “Any such District shall have power to . . . acquire, develop, improve and maintain waterways in conjunction with the district.” 70 ILCS 805/6; and

WHEREAS, on March 29, 2018, the District acquired the property known as Little Rock Creek Forest Preserve in Little Rock Township; and

WHEREAS, there is a breached low-head dam constructed of sheet pile and concrete located within the Preserve impacting the Little Rock Creek flow regime, water quality, and movement of conservative fish and mussel species located within the Preserve; and

WHEREAS, the District has retained Hey & Associates, Inc. to develop construction cost estimates, and the methods and approaches to remove the dam and complete related projects in order to mitigate Fox River stormwater impacts, improve water quality, conserve biological resources, and reduce flooding, erosion and pollution impacts, with said contract also including the development and submission of a USEPA Section 319 Nonpoint Source Management grant application on behalf of the District in order to fund sixty percent (60%) of the costs for the dam removal and related preserve shoreline restoration protection and soil erosion control improvement projects (**Exhibit A**). Hey & Associates’ total project cost estimate is \$841,403.33 (60%: \$504,842.00; 40%: \$336,561.33); and

WHEREAS, as part of the District’s USEPA Section 319 grant application, the District is required to extend local matching funds equivalent to no less than forty percent (40%) of the total

project costs for the proposed low head dam removal and associated watershed improvement projects; and

WHEREAS, Section 1300 of the Kendall County Stormwater Management Ordinance allows a developer to pay to Kendall County a fee in-lieu-of fulfilling certain runoff storage requirements for development projects; and

WHEREAS, any fees Kendall County collects pursuant to Section 1300 of the Kendall County Stormwater Management Ordinance are maintained by Kendall County in a separate fund for the particular watershed where the fee was collected and may be spent to plan, design, or construct an upgrade to existing or future stormwater management systems within that watershed; and

WHEREAS, Kendall County has assessed and collected fees-in-lieu totaling approximately \$389,800.00 for developments within the Fox River watershed; and

WHEREAS, Kendall County has determined that removal of the Little Rock Creek dam and related projects would improve stormwater management in the Fox Valley watershed; and

WHEREAS, Kendall County has determined that expending funds from the Fox River watershed fee-in-lieu fund for the Little Rock Creek dam removal and related projects would mitigate the effects of stormwater runoff; and

WHEREAS, Kendall County is hereby committing to fund, out of the Fox River watershed fee-in-lieu fund, the forty percent (40%) required local match upon award of a USEPA Section 319 grant to the District in order for the District to complete the dam removal and related shoreline protection and soil erosion control projects; and

WHEREAS, the District is committed to budgeting and appropriating the remaining reimbursable project costs necessary to complete the project using the District's rolling grant fund

(Fund 1913), which funds will be fully reimbursed under the USEPA Section 319 grant agreement, if awarded.

NOW THEREFORE, in consideration of the foregoing premises and in further consideration of the mutual covenants, conditions and agreements herein contained, the parties hereby agree as follows:

1. Incorporation of Preambles. The recitals contained in the Preamble hereto are material and are hereby incorporated as part of this Agreement as if fully restated herein. The parties shall fully cooperate with each other in carrying out the terms of this Agreement.

2. Grant Application. The District shall, upon execution of this Agreement, complete and submit a USEPA Section 319 grant application. Award of the Section 319 grant will commit the required forty percent (40%) matching funding from the Kendall County Fox River Watershed Escrow account in an amount not to exceed \$336,561.33. The Kendall County Fox River Watershed Escrow account shall be the sole source of Kendall County's appropriation toward the dam removal and related projects. The amount appropriated shall not exceed \$336,561.33 nor shall it exceed 40% of project costs. If 40% of project costs is lower than \$336,561.33, that lower amount will be appropriated from the Kendall County Fox River Watershed Escrow. If the District is not awarded the Section 319 grant, Kendall County will be under no commitment to contribute any matching funds.

3. Maintenance. The District and Kendall County hereby agree that the restored and improved areas shall hereinafter be maintained by the District and the District alone. Further, the District shall be responsible for any future repair or replacement deemed necessary. Nothing in this Agreement shall be construed as to create a duty or responsibility on behalf of Kendall County to finance, maintain, repair, replace, or otherwise control the resulting work.

4. Insurance. The District shall ensure that the District and each contractor and/or subcontractor performing work on the dam removal and related improvements shall obtain and continue in force during the performance of such work, all insurance necessary and appropriate and that each contractor and/or subcontractor contracted with to perform work shall name Kendall County as an Additional Insured on a Primary and Non-Contributory basis with respect to all liability coverage, as well as a waiver of subrogation with respect to the general liability and workers' compensation in favor of Kendall County. Further, the District shall require each contractor and/or subcontractor to provide indemnification and hold harmless guarantees to Kendall County during the work.

5. Miscellaneous.

A. Choice of Law and Venue. This Agreement shall be construed in accordance with the law and Constitution of the State of Illinois and if any provision is invalid for any reason such invalidations shall not render invalid other provisions which can be given effect without

the invalid provision. 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.

B. Notices. All notices or other writings which any party hereto is required or permitted to give in connection with this Agreement shall be in writing and shall be served by personal delivery, which service shall be effective as of the date of such delivery, or mailed by registered or certified mail, return receipt requested, with proper postage prepaid, which service shall be effective two (2) business days after the date of such mailing, and addressed as follows or to such other person or address as either party may designate from time to time by written notice given to the other party pursuant hereto:

i. If to Kendall County: Kendall County
Latreese Caldwell, County Administrator
111 W. Fox Road
Yorkville, IL 60560

ii. with a copy to: Eric Weis
Kendall County State's Attorney
807 West John Street
Yorkville, Illinois 60560

iii. If to District: Kendall County Forest Preserve District
Attn: David Guritz, Executive Director
110 West Madison Street
Yorkville, IL 60560

C. Severability. If any provisions of this Agreement are held to be invalid, such provisions shall be deemed to be excised therefrom, and the invalidity thereof shall not affect any of the other provisions contained herein, which provisions shall be enforceable to the fullest extent possible.

D. Amendments. The parties agree that this Agreement and all Exhibits attached hereto may be amended only in writing by the mutual consent of the parties.

E. Headings. The headings of the paragraphs of this Agreement are for convenience and reference only and do not form a part hereof and do not modify, interpret or construe the understandings of the parties hereto.

F. Counterparts. This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.

G. Singular and Plural. Terms used in this Agreement shall be read in the singular or the plural as may be appropriate to the context in which they are used.

- H. Waiver. No waiver by either party of any breach of any term or condition hereof shall be deemed a waiver of the same or any subsequent breach of the same or any other term or condition hereof. No term or condition of this Agreement shall be deemed waived by either party unless waived in writing.
- I. Entire Agreement. Except as hereinafter expressly provided, this Agreement supersedes all prior agreements, negotiations and representations between the parties regarding its subject matter and is a full integration of the entire Agreement of the parties regarding its subject matter.
- J. Assignment. Neither party shall assign, sublet, sell, or transfer its interest in this Agreement without the prior written consent of the other.
- K. Termination. This Agreement may be terminated only by mutual consent of both parties acknowledged in writing.
- L. Relationship. Nothing contained in this Agreement, nor any act of the District or Kendall County pursuant to this Agreement, shall be deemed or construed by any of the parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the District or Kendall County.
- M. Authority to Execute Agreement. The District and Kendall County 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 governmental action to execute this Agreement.
- N. Indemnity. To the fullest extent authorized by law, the District shall indemnify and hold harmless Kendall County and its respective past, present and future County Board members, elected officials, insurers, agents, officers, and employees against any and all liabilities, claims, demands, suits, damages, charges, judgments, costs and expenses that may arise from any loss, damage, injury, death, or loss or damage to property (collectively, the "Claims"), to the extent such Claims are due to any negligent or willful acts of the District in its performance under this Agreement or in its performance of the dam removal and watershed improvement projects at Little Rock Creek and Maramech Forest Preserves.
- O. Compliance with State and Federal Laws. The District agrees to comply with all applicable federal, state and local laws and regulatory requirements in completing the dam removal and related projects. Such obligation includes, but is not limited to, environmental laws, civil rights laws, prevailing wage and labor laws.
- P. Prevailing Wage. The District agrees to (a) fully comply with all applicable requirements of the Illinois Prevailing Wage Act; (b) notify all contractors and subcontractors that the construction of any public work shall be subject to the Illinois Prevailing Wage Act; and

(c) include all notices required by statute and the Illinois Department of Labor in any contracts for the construction of a public work. In the event the District fails to comply with the notice requirements set forth in the Prevailing Wage Act, the District shall be solely responsible for any and all penalties, fines, and liabilities incurred for District's, contractor's, and/or subcontractor's violation of the Prevailing Wage Act.

Q. Non-Discrimination. The District, its officers, employees, subcontractors, and agents agree not to commit unlawful discrimination/ unlawful harassment and further 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. The District, 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.

R. Certification. The District certifies that the District, 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). The District further certifies by signing the Agreement that the District, 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 the District 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.

IN WITNESS WHEREOF, the parties hereto have caused this Intergovernmental Agreement to be executed by their duly authorized officers on this 15th day of August, 2023.

County of Kendall, Illinois


Kendall County Forest Preserve District,
Illinois

By: 
Chair, Kendall County Board

By: 
President, Kendall County Forest Preserve District

Date: 9/5/23

Date: 8-15-2023

Attest:

County Clerk

Attest:

Secretary

| ITEM | DESCRIPTION | UNIT | ESTIMATED QUANTITY | BID UNIT PRICE | BID PRICE |
|----------------------------|---|-------|--------------------|----------------|----------------------|
| DAM REMOVAL | | | | | |
| 1 | TREE AND BRUSH CLEARING | AC | 0.3 | \$ 30,000.00 | \$ 9,000.00 |
| 2 | SEEDING (DAM AREA) | SY | 250 | \$ 10.00 | \$ 2,500.00 |
| 3 | EROSION CONTROL BLANKET (DAM AREA) | SY | 250 | \$ 2.50 | \$ 625.00 |
| 4 | BANK RESTORATION ¹ | LF | 550 | \$ 90.00 | \$ 49,500.00 |
| 5 | STONE TOE TREATMENT ² | LF | 750 | \$ 100.00 | \$ 75,000.00 |
| 6 | CONCRETE AND SHEETPILE REMOVAL | L SUM | 1 | \$ 90,000.00 | \$ 90,000.00 |
| 7 | STONE RIPRAP GRADE CONTROL RIFFLE | TON | 1250 | \$ 100.00 | \$ 125,000.00 |
| 8 | EMBANKMENT CULVERT | L SUM | 1 | \$ 10,000.00 | \$ 10,000.00 |
| 9 | LEVEE OPENING | L SUM | 1 | \$ 12,500.00 | \$ 12,500.00 |
| 10 | EMBANKMENT WIDENING ³ | LF | 350 | \$ 125.00 | \$ 43,750.00 |
| 11 | ABUTMENT STONE RIP RAP PROTECTION | TON | 20 | \$ 100.00 | \$ 2,000.00 |
| 12 | WATER MANAGEMENT | L SUM | 1 | \$ 50,000.00 | \$ 50,000.00 |
| 12 | SOIL EROSION AND SEDIMENT CONTROL ALLOWANCE | L SUM | 1 | \$ 25,000.00 | \$ 25,000.00 |
| 14 | MOBILIZATION | L SUM | 1 | \$ 15,000.00 | \$ 15,000.00 |
| SUBTOTAL | | | | | \$ 509,875.00 |
| GULLY STABILIZATION | | | | | |
| 1 | TREE TREE AND BRUSH CLEARING | AC | 0.6 | \$ 15,000.00 | \$ 9,000.00 |
| 2 | SEDIMENT BASIN EARTHWORK | CY | 730 | \$ 15.00 | \$ 10,950.00 |
| 3 | EROSION CONTROL BLANKET | SY | 2930 | \$ 2.50 | \$ 7,325.00 |
| 4 | SEDIMENT BASIN SEEDING | SY | 2930 | \$ 2.50 | \$ 7,325.00 |
| 5 | STONE RIPRAP CHECK DAM ¹ | EACH | 9 | \$ 4,500.00 | \$ 40,500.00 |
| 6 | PROPERTY EDGE EROSION MANAGEMENT SEEDING | SY | 478 | \$ 2.50 | \$ 1,194.44 |
| 7 | MOBILIZATION | L SUM | 1 | \$ 5,000.00 | \$ 5,000.00 |
| SUBTOTAL | | | | | \$ 81,294.44 |
| ENGINEERING AND PERMITTING | | L SUM | 1.0 | \$ 110,000.00 | \$ 110,000.00 |
| CONTINGENCY | | PERC | 1 | 20% | \$ 140,233.89 |
| TOTAL | | | | | \$ 841,403.33 |

| GRANT REQUEST COST SUMMARY | | |
|---|-----|----------------------|
| REQUESTED SECTION SECTION 319 FUNDS | 60% | \$ 504,842.00 |
| LOCAL MATCH FUNDS (COUNTY STORMWATER IMPACT FUND NOT TO EXCEED \$387,000) | 40% | \$ 336,561.33 |
| PROJECT TOTAL | | \$ 841,403.33 |

***SUBCOMMITTEE ON TRANSPORTATION, HOUSING AND URBAN DEVELOPMENT,
AND RELATED AGENCIES***

**Community Development Fund - Economic Development Initiative (EDI)
Department of Housing and Urban Development (HUD)
*Guidelines and Requirements for Appropriations Submissions Database***

Database opens March 10, 2023

Member Request deadline is 6:00 PM, March 31, 2023

Members must post CPF requests on their websites on April 17, 2023

EDI Community Project Funding within the Community Development Fund account of the HUD title is intended for economic and community development activities, consistent with statutory and additional Committee requirements.

Project requests for the FY24 Economic Development Initiative program must be eligible under one or more of the following criteria of the Community Development Block Grant (CDBG) program: 42 U.S.C. 5305(a)(1), 5305(a)(2), 5305(a)(4), 5305(a)(5); which are as follows—but limited to—land or site acquisition, demolition or rehabilitation; blight removal; and construction and capital improvements of public facilities, except for “buildings used for the general conduct of government.”¹ Programmatic and operational expenses are not eligible.

5305(a)(1) – the acquisition of real property (including air rights, water rights, and other interests therein) which is (A) blighted, deteriorated, deteriorating, undeveloped, or inappropriately developed from the standpoint of sound community development and growth; (B) appropriate for rehabilitation or conservation activities; (C) appropriate for the preservation or restoration of historic sites, the beautification of urban land, the conservation of open spaces, natural resources, and scenic areas, the provision of recreational opportunities, or the guidance of urban development; (D) to be used for the provision of public works, facilities, and improvements eligible for assistance under this chapter; or (E) to be used for other public purposes;

5305(a)(2) – the acquisition, construction, reconstruction, or installation (including design features and improvements with respect to such construction, reconstruction, or installation that promote energy efficiency) of public works, facilities (except for buildings for the general conduct of government), and site or other improvements;

5305(a)(4) – clearance, demolition, removal, reconstruction, and rehabilitation (including rehabilitation which promotes energy efficiency) of buildings and improvements (including interim assistance, and financing public or private acquisition for reconstruction or rehabilitation, and reconstruction or rehabilitation, of privately owned properties, and including the renovation of closed school buildings);

5305(a)(5) – special projects directed to the removal of material and architectural barriers which restrict the mobility and accessibility of elderly and handicapped persons;

¹ 42 U.S.C. 5302(a)(21) provides: “The term ‘buildings for the general conduct of government’ means city halls, county administrative buildings, State capitol or office buildings, or other facilities in which the legislative or general administrative affairs of the government are conducted. Such term does not include such facilities as neighborhood service centers or special purpose buildings located in low- and moderate-income areas that house various non-legislative functions or services provided by government at decentralized locations.”

***SUBCOMMITTEE ON TRANSPORTATION, HOUSING AND URBAN DEVELOPMENT,
AND RELATED AGENCIES***

Given that projects must meet these authorized purposes of the CDBG program, the Committee expects to fund the following types of projects and other similar projects:

- Water or sewer infrastructure projects, which are not otherwise eligible to be funded as CPFs in EPA STAG (Interior bill) or Rural Water and Waste (Agriculture bill);
- Local road infrastructure, which is not otherwise eligible as a CPF in Highways (in this bill);
- Streetscape improvements;
- Public or non-profit housing rehabilitation, housing development financing, residential conversions, and neighborhood revitalization projects, which would increase housing supply and/or improve housing affordability in the local community;
- Projects with a clear economic development benefit, such as workforce training centers and manufacturing incubators;
- Projects that meet a compelling local need consistent with the statutory purposes. For example, food banks in economically disadvantaged neighborhoods, youth and senior centers, and multipurpose community centers.

All projects will be evaluated based on the individual submissions, and projects will be selected based on the merits of the project relative to other projects and the availability of CPF funding.

So that Members have the clearest possible guidance on the front end, the following types of projects are not eligible for CPF funding:

- Museums, commemoratives, memorials;
- Swimming pools, water parks, golf courses;
- Healthcare facilities;
- Venues strictly for entertainment purposes – e.g., theaters and performing arts venues.

Due to the statutory restriction on using funds for “buildings for the general conduct of government,” things like courthouses and town halls cannot be funded.

Demonstration of Community Support: Projects require substantial evidence of community support to be considered for funding. Community support documentation can include letters from elected officials and community groups, local transportation or community development plans, publications including news articles, and any other documents that demonstrate public support for the project.

Reminder on Environmental Review Requirements: EDI projects, like all projects funded by HUD, are subject to requirements under the National Environmental Policy Act (NEPA), HUD’s NEPA-implementing regulations at 24 CFR Part 50 or 24 CFR Part 58, and all applicable federal environmental and historic preservation laws, regulations, and Executive Orders. An environmental review must be completed before HUD funds and new commitments of non-HUD funds can be used on a project (24 CFR 58.22).

In addition to meeting the above eligibility criteria, all projects must meet these Committee requirements:

- Administered by state, local, or tribal governmental entities or non-profit 501(c)(3) organizations.
- As a reminder, for-profit entities are not eligible for Community Project Funding.
 - Members are advised that projects for governmental entities to improve *private* properties pursuant to 42 U.S.C. 5305(a)(4) will be highly scrutinized and possibly not funded.
- Members are advised that projects submitted under 42 U.S.C. 5305(a)(1)(C) will be disfavored if the only or primary purpose of the project is “beautification” or historic preservation, without evidence of other community development or economic development benefits.

***SUBCOMMITTEE ON TRANSPORTATION, HOUSING AND URBAN DEVELOPMENT,
AND RELATED AGENCIES***

EDI projects are not eligible for the reimbursement of expenses for soft costs (planning, administrative) incurred prior to the completion of a grant agreement between HUD and the grantee; a grant agreement and a completed environmental review are necessary for reimbursement of hard costs (construction activities).

For each EDI Community Project Funding request, Members will need to provide specific information through the electronic submission process. The database will include the following questions to assist the Subcommittee in vetting and selecting projects. The Chair may require additional information from your office. Please ensure Community Project Funding requests are not duplicative of requests to another Committee or Subcommittee.

Community Project Funding prompts in the database for EDI:

- **Project Name.** A short name by which the project may be identified, including a very brief description of what the funds will be used for and the project's location (city, county, State, Congressional District, or Tribe).

NOTE: This description may be used to list the project in the House report and should be as accurate as possible to ensure that the funding goes to the correct project and location.

EXAMPLE: *Sturgis Downtown Revitalization. City of Sturgis, St. Joseph County, Michigan, 6th Congressional District).*

- **General description of the project and why it is needed.**

EXAMPLE: This project will provide infrastructure needed to support downtown expansion, including housing developments in downtown Sturgis. Core components include parking lot reconstruction, alleyway accessibility/beautification upgrades (including a trailhead for a future non-motorized trail), storm sewer improvements, and electrical utility work (moving electrical lines underground). The project is located in a Qualified Census Tract, traditional downtown, and will lessen financial burden on downtown property owners hit hard by economic circumstances that would otherwise have to cover higher project costs for parking lot work by way of a special assessment. The project is aligned to the city's recent placemaking efforts (added downtown firepit, public art, plaza/streetscape walkway, etc.). The City of Sturgis is confident the project is shovel ready and could be completed within the identified project period.

- **What are the benefits of this project and why is it a priority?**

EXAMPLE: Downtown Sturgis is at a critical tipping point. Despite the challenges over the past two years related to the pandemic, the downtown is seeing an uptick in potential development projects, including a large-scale housing development. These projects will create an increased demand for parking and public amenities to make downtown Sturgis a destination of choice. The city is seeking to capitalize on this momentum to not only address needed infrastructure but also to create a vibrant central business district with the inclusion of a food truck court and trailhead.

- **Amount requested for the Community Project Funding and the total project cost.**

- **Who are the community partners participating in this project? Have local community development organizations with prior experience with HUD programs been consulted?**

***SUBCOMMITTEE ON TRANSPORTATION, HOUSING AND URBAN DEVELOPMENT,
AND RELATED AGENCIES***

- **Has the request been submitted to another Subcommittee or Committee this fiscal year? If yes, which one(s)?**

- **Is this project consistent with the primary objective of the community development program? Please describe who the project is intended to benefit.**

***SUBCOMMITTEE ON TRANSPORTATION, HOUSING AND URBAN DEVELOPMENT,
AND RELATED AGENCIES***

**DIRECTIONS AND TEMPLATE FOR MEMBER FINANCIAL DISCLOSURE CERTIFICATIONS AND
FEDERAL NEXUS STATEMENTS:**

Members are required to send the Chairwoman and Ranking Member a letter stating that the Member and his/her “immediate family” (defined as father, mother, son, daughter, brother, sister, husband, wife, father-in-law, or mother-in-law) do not have a financial interest in the requested projects. Members are also required to include a statement regarding the project’s Federal nexus.

Below is suggested text for a statement of Federal nexus and a financial disclosure certification to accompany each Community Project Funding request:

Dear Chairwoman Granger and Ranking Member DeLauro:

“I am requesting funding for _____ [project] in fiscal year 2024. The entity to receive funding for this project is _____, located at _____ (address including street name, city, state and zip code). The funding would be used for _____. The project is an appropriate use of taxpayer funds because _____.

The project has a Federal nexus because the funding provided is for purposes authorized by _____ [choose the applicable citation(s): 42 U.S.C. 5305(a)(1), 5305(a)(2), 5305(a)(4), and/or 5305(a)(5)].

I certify that I have no financial interest in this project, and neither does anyone in my immediate family.”

Sincerely,
Member of Congress

These statements must be on letterhead and must be signed by the Member. Members must post these letters publicly on their website on April 17, 2023. Please prepare the certification on letterhead and upload a PDF of the signed document to the request database.

Questions: If you have questions or require further information on EDI Community Project Funding requests, please email the Subcommittee staff at TH.MemberRequests@mail.house.gov with “Economic Development Initiative” in the subject line.

To: Kendall County Forest Preserve District Finance Committee

RE: Ordinance #06-04-01 - Granting of Easements and Licenses
Ohio Valley Acquisition - TC Energy Pipeline Expansion
Calculation of Temporary Easement Fees and Charges for Discussion Purposes

Date: 27-Mar-24

Attachments: 1) Ordinance #06-04-01
2) Easement Exhibits A, B and C

Summary:

Kendall County Forest Preserve District has been approached by Ohio Valley Acquisition representing TC Energy requesting permissions to complete existing and future expansion pipeline geolocating, property boundary locating, wetland delineation and biological surveys, and an archaeological survey(s) both within and beyond the bounds of an existing 75' permanent easement (see attached Exhibits A, B and C). Under the provisions of the District's Easement and Licenses Ordinance #06-04-01, the District is able to grant temporary easements (90-days) and long-term easements (up to 99-years). Under the terms of the Ordinance, the proposed cost for a temporary easement has been generated for Finance Committee discussion, and to formulate directions and recommendations for Commission approval. In approving an easement (or license), the Board may waive specific provisions of the Ordinance if the Board determines that it is in the best interests of the District to do so. District staff strongly recommends approval of a motion directing staff to work with the Kendall County State's Attorney's Office to negotiate and develop the temporary easement documents for presentation to Commission for approval.

Company Request(s): 1) A 6-month temporary easement;
2) A permanent expanded easement (construction and maintenance of a new pipeline)

| | | |
|--------------------------|-------------------------------|-------------|
| Easement Acreage: | Existing easement: | 3.34-acres |
| | Temporary easement (total): | 10.16-acres |
| | Temporary easement (partial): | 7.78-acres |

ORDINANCE #06-04-01: Fees and Charges

NOTES:

| | Cost Range - Final TBD | | |
|------------------------------|-------------------------------|--------------|---|
| Application Fee: | \$750.00 | \$750.00 | <i>Payment Now Due</i> |
| Monetary Fee: | \$116,700.00 | \$152,400.00 | <i>Range based on total v/s partial acreage X \$15,000 per acre-TBD</i> |
| Tree Replacement: | \$0.00 | \$0.00 | <i>Tree removal not anticipated/restricted as part of temporary easement provisions</i> |
| Archaeological Survey | TBD | TBD | <i>Phase I Proposal Requested from Merjent (merjent.com)</i> |
| Staff Costs | \$5,000.00 | \$5,000.00 | <i>Estimate based on District/KC-GIS/KC-SAO Time</i> |
| TOTALS | \$122,450.00 | \$158,150.00 | <i>Cost Range - Estimate Based on Support Staff Inputs</i> |
| | \$117,450.00 | \$153,150.00 | <i>Amount Due Prior to Commission Consideration for Approval</i> |

Recommendations:

1. Inform Ohio Valley Acquisition on the Proposed Temporary Easement Fees
2. Consider a motion requesting KC-SAO support for the development of the temporary easement provisions for Commission approval.

KENDALL COUNTY FOREST PRESERVE DISTRICT
KENDALL COUNTY, ILLINOIS

ORDINANCE REGARDING THE GRANTING OF EASEMENTS AND LICENSES
ORDINANCE NUMBER 06-04-01

WHEREAS, pursuant to Section 6 of the Downstate Forest Preserve Act, 70 ILCS 805/6, the Kendall County Forest Preserve District ('District') has the "power to grant licenses, easements and rights-of-way for the construction, operation and maintenance upon, under or across any property of (the) District of facilities for water, sewage, telephone, telegraph, electric, gas or other public service, subject to such terms and conditions as may be determined by (the) District"; and

WHEREAS, pursuant to Section 8 of the Downstate Forest Preserve Act, 70 ILCS 805/8, the District has the "power to pass and enforce all necessary ordinances, rules and regulations for the management of the property and conduct of the business of (the) District; and

WHEREAS, it is reasonable, necessary, and desirable for the District to adopt this ordinance ('Ordinance') to provide the rules, regulations and conditions applicable to the District's issuance of licenses and easements for the public services and for such rules, regulations and conditions to provide for the protection and preservation of the property, facilities, flora, fauna, and scenic beauties of the District, and for the general safety of the public; and

WHEREAS, pursuant to the authorities cited above, the District has the authority and the power to adopt this Ordinance;

NOW THEREFORE, BE IT ORDAINED by the Board of Commissioners of the Kendall County Forest Preserve District, Kendall County, Illinois that:

1. Recitals. The recitals set for above are incorporated as part of this Ordinance by this reference.
2. Applicability of Ordinance. This Ordinance shall apply to all requests for any person, partnership, corporation, public utility, federal, state, or local government entity ('Applicant') to use District property for the installation, operation, maintenance, repair, relocation, replacement, or removal ('Work') of and facilities or structures to be owned or controlled by such Applicant ('Facilities') for water, sanitary sewer, storm sewer, telephone, telegraph, fiber optics, electric, gas, roadway, or other public service ('Public Services') across, over, under, in, or upon any real property owned by the District. It shall be unlawful for any Applicant to perform any Work on or relating to any Facilities on any

District property unless the District has first granted a license or easement to such Applicant in accordance with this Ordinance.

3. Application for License or Easement. Each applicant that desires a license or easement shall submit an application for the same to the District ('Application'). The Application shall (i) include plans depicting and describing the Work, Facilities, and Public Services; (ii) include a map or plat identifying the location and dimensions of the area of District Property within which the Applicant is requesting a license or easement ('Subject Property'); (iii) state whether the Applicant desires a license or an easement; (iv) identify the proposed duration of the requested license or easement and the life expectancy of the Facilities; (v) identify the proposed methods and schedules for the Work; (vi) include the required Application Fee provided for under this Ordinance; (vii) include a tree survey (as defined herein); (viii) include a wetland report (as defined herein) if requested by the Forest Preserve Director ('Director'); and (ix) describe the public benefit that would be provided by the Facilities. It is strongly encouraged that the Applicant meets with the Director to discuss the proposed easement or license prior to submitting Application and prior to incurring any expenses related to the proposal. The Director will discuss the process, scheduling, fees and any other apparent issues of the proposal. The Applicant should be aware that the approval process is normally expected to take a minimum of ninety (90) days.
4. Initial Determination and Policy Direction. The Director shall (i) review the Application and determine, based on this Ordinance, whether it shall be processed as an Application for a license or as an Application for an easement ('Initial Determination'); and (ii) present the Application to the Forest Preserve Committee ('Committee'). If the Committee instructs the Director to negotiate an easement or license agreement with the Applicant ('Policy Direction'), then the Director shall further process the Application in accordance with this Ordinance.
5. Agreements and Authority.
 - A. An easement or license shall be effective only if it is granted pursuant to an agreement ('Agreement') that has first been approved by an ordinance or resolution by a majority of the District's Board of Commissioners ('Board'). Policy Direction by the Committee is not sufficient to grant any easement or license rights. In approving an easement or license, the Board may waive specific provisions of this Ordinance if the Board determines that it is in the best interests of the District to do so.
 - B. Notwithstanding any other provision of this Ordinance, the Board may determine not to approve an easement or license, and the Committee may determine not to recommend approval of an

easement or license for any reason, including without limitation, if the Board or Committee determines, in their sole and absolute discretion, that the Works, Facilities, or Public Services (i) may destroy or limit the present or future function, purpose, or utility of District property; (ii) may impede the present or future operation of any District property or program; (iii) may destroy, threaten, or disturb unique or high quality natural, cultural, and historic areas as identified by the District or any other entity; (iv) would occur on District property encumbered by conservation easements, Nature Preserve status, or other use restrictions; or (vi) are not in the best interests of the District.

6. Eligibility for Easements and Licenses. If the District elects to grant the right to use District property, it shall be in the form of an easement, not a license, when (i) the Applicant is a government entity, a public utility, or an entity that provides public services; (ii) the Facilities to be used pursuant to such a grant have a life expectancy of greater than 20 years; and (iii) the Work will have any physical or aesthetic impact on District property. Any Application not qualifying for an easement will be considered an Application for a license. Temporary easements for the purpose of performing Work to construct Facilities in an easement on District property may be granted by the District.
7. Terms of Licenses and Easements. The term of an easement shall not exceed ninety-nine (99) years. The term of a license shall not exceed twenty (20) years. The term of a temporary easement shall not exceed ninety (90) days. When a temporary easement expires, an Application may be submitted for a subsequent temporary easement.
8. Fees and Reimbursements for Easements and Licenses.
 - A. Application Fee - A non-refundable application fee for an easement or license, in the amount of \$750, shall be paid to the District when the Applicant submits an Application to the District.
 - B. Monetary Fee
 1. Easement Fee and License Fee - For each easement, license, or temporary easement, the Applicant shall pay to the District a fee ('Monetary Fee').
 - a. The Monetary Fee for an easement or license shall be an amount equal to the Fair Market Value of the Subject Property plus \$25,000 per acre. Fair Market Value shall be determined by (i) an appraisal of the property; (ii) current or recent purchase price of the Subject Property; (iii) sales of comparable properties; or (iv) such other information as will provide the best indication of the current Fair Market Value. The Fair Market Value shall be determined as if the Subject

Property is unencumbered and shall not take into consideration the nature of the easement or license granted or the fact that the District may have granted another easement or license within the Subject Property.

- b. The Monetary Fee for a Temporary Easement shall be \$15,000 per acre of Subject Property.
 2. Area of Subject Property - The area of the Subject Property, for the purpose of determining the Fair Market Value, shall be determined by multiplying the length of the Subject Property by the width of the Subject Property; provided, however, that neither the length nor the width shall be deemed less than 25 feet for the purposes of calculating the Fair Market Value.
 3. Additional Consideration - The District reserves the right to require, as part of the Monetary Fee, and in addition to or in lieu of the Monetary Fee, or any portion thereof, any tangible or intangible compensation, item of value, or other consideration in an amount and form determined by the District ('Additional Consideration'). Without limiting the previous provisions of this Section, the District may require Additional Consideration (i) for an above ground Facility that will significantly alter the scenic beauty of District property, as determined solely by the District; or (ii) in the form of a waiver of any tap-on, connection, recapture, or similar fee otherwise applicable to a sanitary sewer, storm sewer, potable water, or other Facility providing Public Service.
- C. Replacement Fee - For every easement or license, the Applicant shall pay a replacement fee for all trees greater than two (2) inches in size that are located within the Subject Property. Trees adjacent to the Subject Property that may be impacted by Work conducted in the Subject Property may also require replacement fees.
1. The Applicant shall pay the District \$500 for trees between (2) inches and eight (8) inches in size.
 2. The Applicant shall pay the District \$1,000 for trees greater than eight (8) in size.
 3. The District reserves the right to require the Applicant to pay an increased replacement fee for trees greater than twenty (20) in size equal to the value of the tree as determined by an appraisal performed by a qualified tree appraiser, which appraisal shall be prepared at Applicant's cost.

To determine the size of the trees in the Subject Property, the Applicant shall submit as part of the Application an inventory of the trees located in the Subject Property and an additional twenty (20) feet perimeter around the Subject Property ('Tree Survey'). Trees

shall be measured for their diameter breast height ('DBH') at four (4) feet above the ground. The Tree Survey shall include (i) the location of each tree with a DBH two (2) inches and greater; (ii) the species of the tree; and (iii) the DBH of the tree.

- D. Reimbursements to District - The Applicant shall reimburse the District for all costs incurred by the District related to the Application, including, without limitation, legal, survey, and environmental costs ('Out-of-Pocket Costs'). The Applicant shall also reimburse the District for the internal staffing costs of all time spent by the District's staff related to the Application ('Staff Costs').
- E. Timing of Fees and Reimbursements - The Monetary Fee and Replacement Fee shall be paid to the District prior to the consideration of the requested easement or license by the Board. Out-of-Pocket Costs and Staff Costs shall be billed to the Applicant after having been tabulated by the District. If the Board does not approve of the easement or license, the Monetary Fee and Replacement Fee, less any reasonable Out-of-Pocket Costs and Staff Costs, shall be reimbursed to the Applicant.

9. General Provisions.

- A. Compliance with Laws, Obtaining Permits and Approvals - In performing the Work, installing the Facilities, and providing the Public Services, the Applicant shall comply with all applicable laws, statutes, regulations, rules, and requirements of federal, state, and local governments, agencies, and authorities ('Requirements of Law'). In addition, no easement or license shall be effective until the Applicant has obtained all required permits and approvals for the Work, Facilities, and Public Services that are required by Requirements of Law. The Applicant shall provide copies of all such permits and approvals to the District.
- B. Wetland Report - With the Application, the Applicant, at the determination of the Director, may be required to submit a wetland delineation and wetland delineation report ('Wetland Report') that shall (i) delineate all wetlands on the Subject Property or on any other District property that would be impacted by the Work, Facilities, and Public Services; (ii) identify the boundaries, extent, function, and quality of all such wetlands; and (iii) describe the impact of the Work, Facilities, and Public Services on the wetlands. If wetlands on the Subject Property or other District property are impacted by the Work, Facilities, and Public Services, the Applicant shall provide mitigation for such impact in accordance with all Requirements of Law and any requirements of the District.
- C. Conduct of Work
 - 1. Construction - All work by the Applicant and each contractor, subcontractor, or third party working on its behalf ('Contractor') shall be conducted in a good and

workmanlike manner, without cost or expense to the District, and in compliance with the Agreement and Requirements of Law. Work shall begin within 180 of approval of Agreement by the District and a work schedule with completion date shall be included in Agreement. Prior to commencing any Work, the Applicant shall first submit to the District, at the Applicant's cost, any and all engineering, construction and building documents for the Work and Facilities ('Construction Plans') and a plat of survey prepared by a licensed professional land surveyor depicting and legally describing the Subject Property. Within thirty (30) days after completion of the Work, Applicant shall provide to the District a complete set of 'as-built' drawings.

2. Restoration - If at any point during the term of the Easement, License, or temporary easement, the Work, Facilities, or Public Service damage, destroy, or cause any adverse impact to the Subject Property or any other District property, Applicant shall restore such property at no cost or expense to the District to a condition as good as or better than the condition of such property prior to the damage, destruction, or adverse impact.
 3. Hazardous Materials - The Applicant shall comply with all Requirements of Law that prohibit, restrict, or regulate any hazardous materials.
 4. Stream and Trail Crossings - Any easement or license that has underground Facilities that cross a stream or trail must use directional drilling to minimize waterway and trail impacts, except in cases where the District, at its sole discretion, determines that this technique would cause greater environmental or District use impacts.
- D. Easements and Licenses are Non-Exclusive - Easements and licenses granted pursuant to this Ordinance shall be non-exclusive and the District may grant multiple easements and licenses within the Subject Property or any portion thereof.
- E. No Assessments - In each Agreement, the Applicant shall agree that (i) it shall not assess or impose against the Subject Property any special assessment, special service area tax, recapture fee, or similar assessment, tax or fee ('Assessment'); and (ii) if any Assessment has been imposed, or is imposed in the future, it shall waive such Assessment or indemnify the District from and for such Assessment.
- F. District Held Harmless - In each Agreement, the Applicant shall agree (i) that the District shall not be liable for any alleged damage or injury to any person, entity, or property as a result of, or relating to, the Work, Facilities, Public Services, or the license or easement; and (ii) to indemnify and hold harmless the District, its commissioners,

officers, agents, and employees from and against any alleged loss, claim, expense, or damage, including litigation costs and attorney fees, related to any such alleged damage or injury.

- G. Insurance for Applicant and Contractors - In each Agreement, the Applicant shall obtain, or cause each Contractor to obtain, and keep in full force and effect insurance necessary to protect and hold harmless the District, the Work, the Subject Property, and all property located at or near the Subject Property. The insurance requirements shall be determined by the District and its agents and shall be identified in the Agreement.
- H. Bond - Prior to performing any Work, the Applicant shall, or shall require its contractor(s) to, deposit with the Director a certified or cashier's check in an amount determined by the District in the Agreement as a guarantee that the Applicant shall comply with all conditions of the Agreement including restoration of the Subject Property ('Bond'). If Applicant fails to comply with any conditions, the District may take such action as it determines necessary or appropriate to remedy such failure and deduct any cost it incurs in taking such action from the Bond.
- I. Recording - All Agreements granting easements shall be recorded with the Kendall County Recorder of Deeds ('Recorder'), by and at the sole expense of the Applicant. Agreements granting licenses shall not be recorded.
- J. Revocation - Each Agreement shall provide that, upon at breach of the Agreement, the Board may revoke the easement or license granted in such Agreement. If an easement is revoked, a certified copy of a document revoking the easement shall be recorded with the Recorder.
- K. Reversion of Property - Each Agreement shall provide that, if the easement or license ceases to be used for the purpose for which it was granted, all Applicant's rights provided for in the Agreement granting such easement or license shall terminate and the Subject Property shall thereafter be free and clear of such rights. If an easement is so terminated, a certified copy of a document terminating the easement shall be recorded with the Recorder.
- L. Removal of Facilities Upon Termination - At the time an easement or license expires by lapse of time, notice of revocation or termination, or any other reason, Applicant shall remove, in a timely manner, all Facilities from the Subject Property and the Subject Property shall be restored to a condition as good as or better than the condition of the Subject Property prior to the removal of the Facilities. At the sole discretion of the District, removal of Facilities may be waived if the District determines that such removal would cause greater environmental or District use impacts.
- M. Penalty - Any person or entity that violates the provisions of this Ordinance shall be fined not less than fifty dollars (\$50) or more than

two hundred fifty dollars (\$250) for each offense. Each day such violation occurs shall constitute a separate offense.

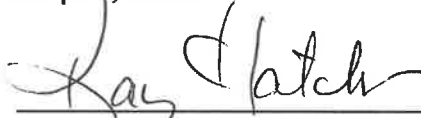
- N. Captions - The captions and headings used herein are for the convenience of reference only and do not limit the content of this Ordinance.
- O. Repealer - All Requirements of the Law of the District that conflict with this Ordinance are hereby repealed to the extent of such conflict.
- P. Effective Date - This Ordinance shall be in full force and effect 10 days after its passage, approval, and publication, in the manner provided by Requirements of Law.

Passed this 18 day of April, 2006

AYES: Church, Davidson, Hafenrichter, Hatcher, Parr, Purcell, Vickery,
Whitfield, Wykes

NAYS: None

Approved this 18 day of April, 2006



Kay Hatcher, President

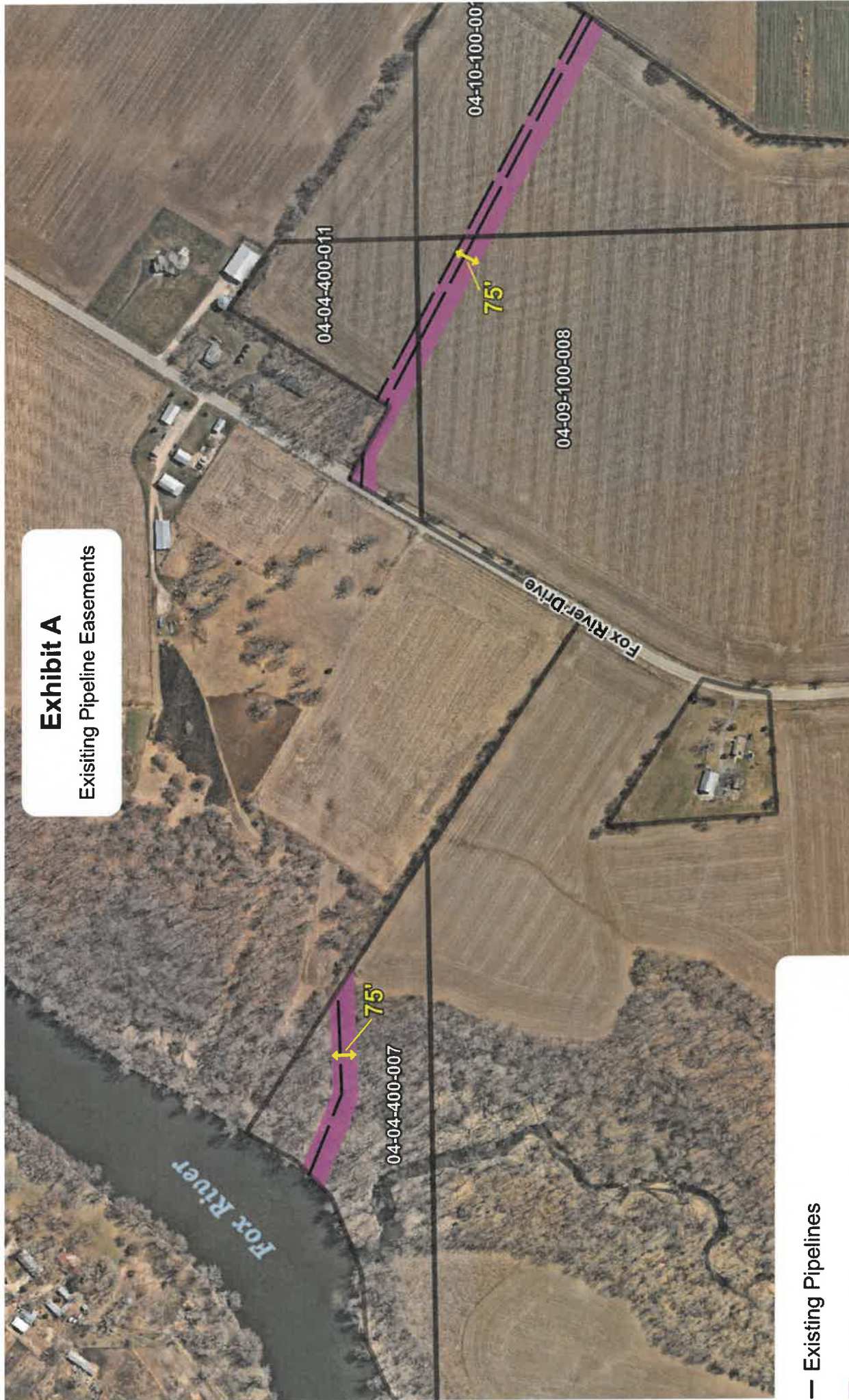
Attest:



Jeff Wehrli, Secretary

Exhibit A

Existing Pipeline Easements



— Existing Pipelines

█ Existing Easement - Approx. 3.34 ac total

▭ Parcels



0 250 500 ft



This exhibit is not a survey.
The location of the existing
pipelines and easements
are approximate.

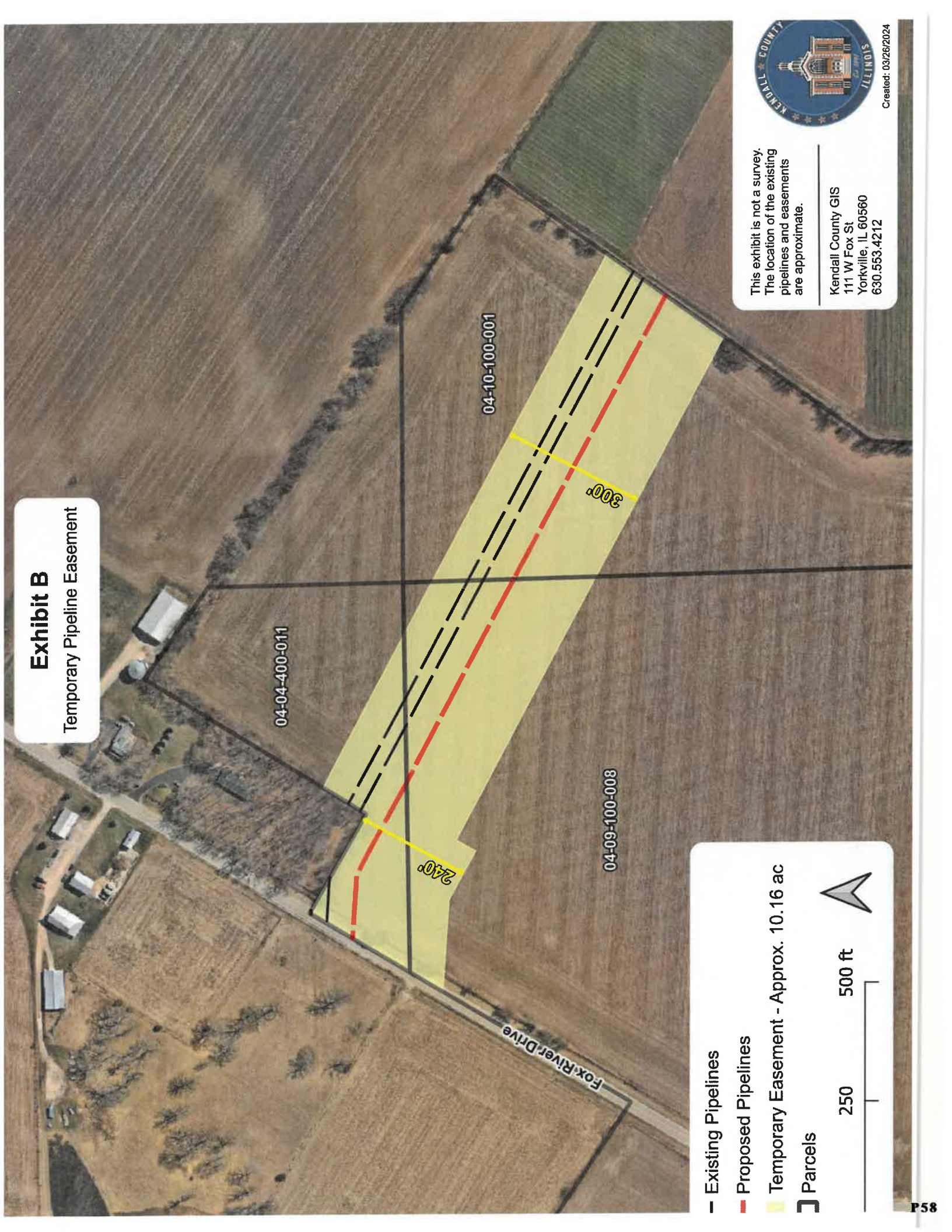
Kendall County GIS
111 W Fox St
Yorkville, IL 60560
630.553.4212



Created: 03/26/2024

Exhibit B

Temporary Pipeline Easement



- Existing Pipelines
- Proposed Pipelines
- Temporary Easement - Approx. 10.16 ac
- Parcels

250 500 ft

This exhibit is not a survey.
The location of the existing
pipelines and easements
are approximate.

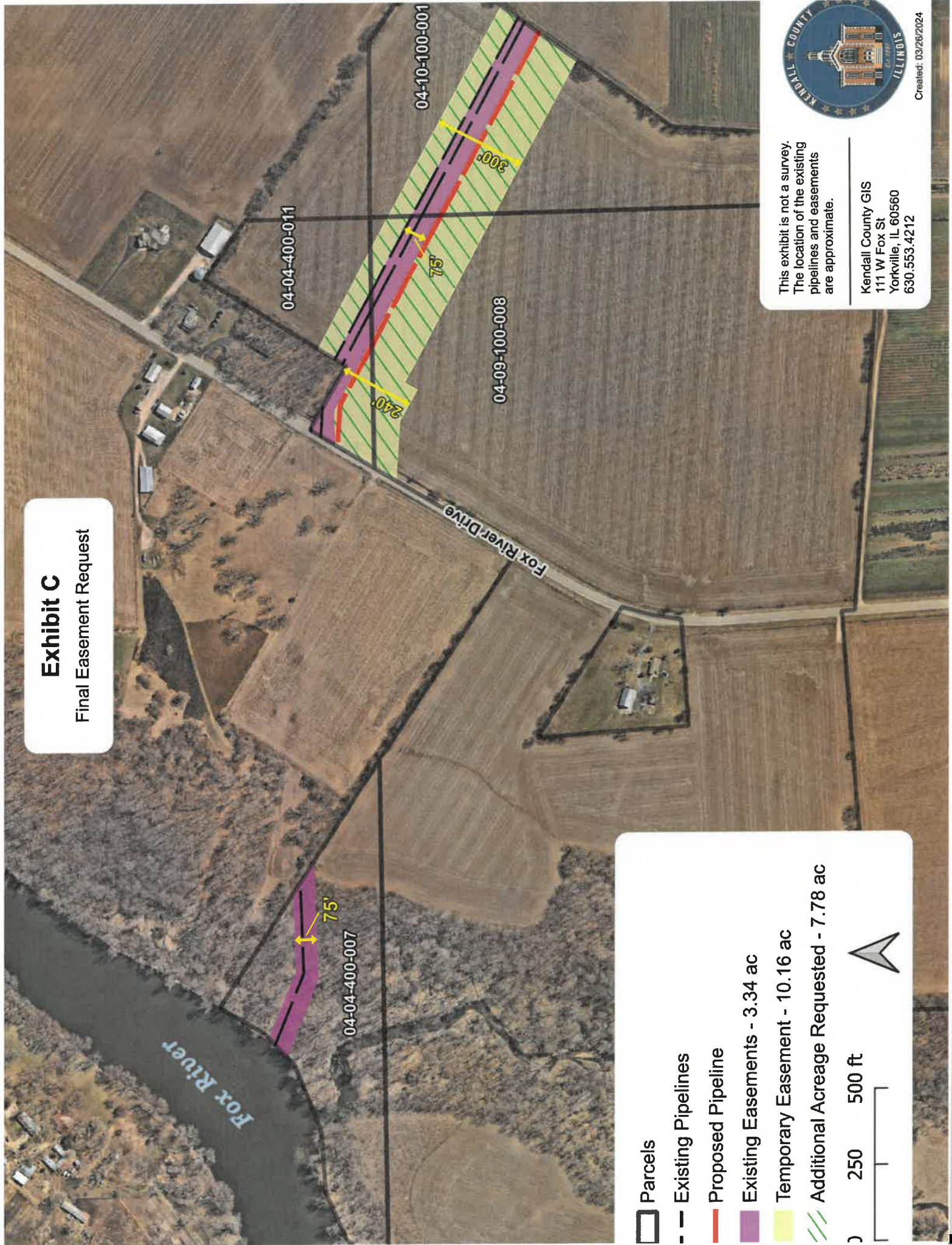
Kendall County GIS
111 W Fox St
Yorkville, IL 60560
630.553.4212



Created: 03/26/2024

Exhibit C

Final Easement Request



- Parcels
- Existing Pipelines
- Proposed Pipeline
- Existing Easements - 3.34 ac
- Temporary Easement - 10.16 ac
- Additional Acreage Requested - 7.78 ac

0 250 500 ft

This exhibit is not a survey. The location of the existing pipelines and easements are approximate.

Kendall County GIS
 111 W Fox St
 Yorkville, IL 60560
 630.553.4212



Created: 03/26/2024