

**KENDALL COUNTY FOREST PRESERVE DISTRICT  
OPERATIONS COMMITTEE MEETING  
AGENDA**

**WEDNESDAY, OCTOBER 2, 2024  
6:00 P.M.**

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

- I. Call to Order
- II. Roll Call: Dan Koukol, Chairman; Ruben Rodriguez, Vice-Chair; Zach Bachmann; Elizabeth Flowers, and Scott Gengler
- III. Approval of Agenda
- IV. Public Comments
- V. Review of Financial Statements and Cost Center Reports through September 30, 2024
- VI. Approval of Special Use Permits
  - A. Kendall County Special Olympics – Harris Shelter #7 – Saturdays October 12, 2024 through February 1, 2025 (14 dates) including a Requested 50% Shelter Use Fee Reduction
  - B. The Conservation Foundation “Coffee with the CEO” – Meadowhawk Lodge – December 12, 2024 from 1 PM to 3 PM and December 13 from 8:00 AM to 12:00 PM, including Waiving of Fees and Charges
  - C. Kendall County Judiciary “Drug Court Graduation” – Meadowhawk Lodge - February 21, 2025 from 11 AM to 5 PM, including Waiving License Fees and Charges
- VII. Grounds and Natural Resources Reports
  - A. Review of Vehicle Replacement Schedule and Priority Replacements
  - B. Hoover Forest Preserve RTP Grant - CERP Review Progress Report
  - C. Yorkville Athletic Association (Yorkville Fury) License Agreement Renewal
- VIII. Environmental Education and Ellis House and Equestrian Center Reports
  - A. Sunrise North License Agreement Renewal
  - B. “Bullseye” Bill of Sale to Sunrise North
- IX. Other Items of Business
  - A. Review of a Proposed Intergovernmental Agreement with Kendall County Administration
  - B. FY24 and FY25 Farm License Agreements Discussion
  - C. IPMG/ICRMT Insurance Policy Renewals
- X. Chairman’s Report
- XI. Public Comments
- XII. Executive Session
- XIII. Adjournment

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

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

Kendall County Forest Preserve  
Income Statement  
For Period Ended 9/30/2024

10 Month Budget Percent = 83.3%

**FOREST PRESERVES & PROGRAMS**

	Current Year FY24		Prior Year FY23		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
<b>Beginning Balance</b>	\$ 652,394	\$ 652,394	\$ 600,007	\$ 600,007	\$ 52,387	
<b>Revenue</b>						
Revenue - Administration	1,038,339	873,337	828,024	818,322	55,015	7%
Revenue - Ellis House & Equestrian Center	142,208	117,439	151,970	111,900	5,538	5%
Revenue - Hoover FP	97,400	93,796	72,200	98,932	-5,136	-5%
Revenue - Env. Education	226,000	222,044	218,560	208,351	13,693	7%
Revenue - Grounds & Natural Resources	46,500	38,265	38,500	43,338	-5,073	-12%
Revenue - Pickerill Pigott FP	19,180	11,580	8,000	6,874	4,706	68%
<b>Total Revenue</b>	<b>1,569,627</b>	<b>1,356,460</b>	<b>1,317,254</b>	<b>1,287,716</b>	<b>68,744</b>	<b>5%</b>
<b>Expenditure</b>						
Expenditure - Administration	568,946	376,225	387,691	319,927	56,298	18%
Expenditure - Ellis House & Equestrian Center	202,559	159,653	199,264	140,853	18,800	13%
Expenditure - Hoover FP	257,754	143,421	235,286	166,371	-22,950	-14%
Expenditure - Env. Education	229,005	187,454	202,226	162,164	25,290	16%
Expenditure - Grounds & Natural Resources	300,299	227,778	284,078	196,852	30,926	16%
Expenditure - Pickerill Pigott FP	11,064	10,412	7,000	10,263	150	1%
<b>Total Expenditure</b>	<b>1,569,627</b>	<b>1,104,943</b>	<b>1,315,545</b>	<b>996,430</b>	<b>108,513</b>	<b>11%</b>
<b>ENDING BAL</b>	\$ 652,394	\$ 903,911	\$ 601,716	\$ 891,293	\$ 12,618	1.4%
<b>Surplus/(Deficit)</b>	\$ -	\$ 251,517	\$ 1,709	\$ 291,286	\$ (39,769)	

Kendall County Forest Preserve  
Income Statement  
For Period Ended 9/30/2024

10 Month Budget Percent = 83.3%

**FOREST PRESERVE CATEGORIES**

	Current Year FY24		Prior Year FY23		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
<b>Beginning Balance</b>						
<b>Revenue</b>						
Property Tax	48.4%	748,375	710,448	695,648	52,728	8%
Interest Income	0.5%	7,400	533	5,928	1,357	23%
Other Income	11.9%	186,558	42,043	38,043	1,937	5%
Donations	1.4%	21,501	6,500	11,338	-9,493	-84%
Rental Revenue	5.9%	92,080	79,200	93,969	-5,615	-6%
Program Revenue	23.0%	360,707	362,530	317,614	18,498	6%
Farm License Revenue	7.2%	112,900	97,000	106,279	6,638	6%
Security Deposits	1.6%	24,500	15,500	15,746	1,860	12%
Credit Card Revenue	0.3%	4,000	3,500	3,151	833	26%
<b>Total Revenue</b>	100.0%	<b>1,569,627</b>	<b>1,317,254</b>	<b>1,287,716</b>	<b>68,744</b>	<b>5%</b>
<b>Expenditure</b>						
Personnel	53.0%	832,568	747,864	570,776	36,361	6%
Benefits	18.8%	295,137	280,319	220,218	23,044	10%
Contractual	14.0%	219,982	69,219	46,804	21,395	46%
Commodities	8.7%	137,250	143,516	116,853	13,104	11%
Other	5.4%	84,690	74,627	41,780	14,609	35%
<b>Total Expenditure</b>	100.0%	<b>1,569,627</b>	<b>1,315,545</b>	<b>996,430</b>	<b>108,513</b>	<b>11%</b>
<b>ENDING BAL</b>						
		<b>\$ 652,394</b>	<b>\$ 601,716</b>	<b>\$ 891,293</b>	<b>\$ 12,618</b>	<b>1.4%</b>
<b>Surplus/(Deficit)</b>		<b>\$ -</b>	<b>\$ 1,709</b>	<b>\$ 291,286</b>	<b>\$ (39,769)</b>	

Kendall County Forest Preserve  
Income Statement  
For Period Ended 9/30/2024

10 Month Budget Percent = 83.3%

**ADMINISTRATION**

	Current Year FY24		Prior Year FY23		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
<b>Revenue</b>						
Property Tax	759,981	748,375	710,448	695,648	52,728	8%
Interest Income	7,400	7,285	533	5,928	1,357	23%
Other Income	149,058	-	11,543	40	-40	-100%
Donations	5,000	775	5,000	7,276	-6,501	-89%
Farm License Revenue	112,900	112,917	97,000	106,279	6,638	6%
Security Deposit Revenue						
Credit Card Revenue	4,000	3,984	3,500	3,151	833	26%
Program Revenue						
Transfers In						
<b>Total Revenue</b>	<b>1,038,339</b>	<b>873,337</b>	<b>828,024</b>	<b>818,322</b>	<b>55,015</b>	<b>7%</b>
<b>Expenditure</b>						
Personnel	192,864	152,600	174,757	138,390	14,211	10%
Benefits	162,301	150,825	153,768	129,207	21,618	17%
Contractual	192,282	46,460	41,519	29,054	17,407	60%
Commodities	15,200	23,577	14,950	20,755	2,821	14%
Other	6,299	2,763	2,697	2,522	242	10%
<b>Total Expenditure</b>	<b>568,946</b>	<b>376,225</b>	<b>387,691</b>	<b>319,927</b>	<b>56,298</b>	<b>18%</b>
<b>Surplus/(Deficit)</b>	<b>\$ 469,393</b>	<b>\$ 497,112</b>	<b>\$ 440,333</b>	<b>\$ 498,395</b>		

Kendall County Forest Preserve  
Income Statement  
For Period Ended 9/30/2024

10 Month Budget Percent = 83.3%

**ELLIS HOUSE & EQUESTRIAN CENTER**

**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
0.0%		1		1		
4.2%	6,000	3,370	7,500	1,100	2,270	206%
		-		-		
95.8%	136,207	114,069	144,470	110,799	3,269	3%
100.0%	<b>142,208</b>	<b>117,439</b>	<b>151,970</b>	<b>111,900</b>	<b>5,538</b>	<b>5%</b>
62.6%	126,835	105,160	119,593	94,225	10,935	12%
7.6%	15,374	12,211	13,771	10,298	1,913	19%
5.5%	11,200	7,205	11,200	5,645	1,560	28%
14.5%	29,300	22,818	35,200	18,045	4,772	26%
9.8%	19,850	12,259	19,500	12,640	-381	-3%
100.0%	<b>202,559</b>	<b>159,653</b>	<b>199,264</b>	<b>140,853</b>	<b>18,800</b>	<b>13%</b>
	<b>\$ (60,351)</b>	<b>\$ (42,214)</b>	<b>\$ (47,294)</b>	<b>\$ (28,953)</b>		

Kendall County Forest Preserve  
Income Statement  
For Period Ended 9/30/2024

10 Month Budget Percent = 83.3%

**HOOVER FOREST PRESERVE**

	Current Year FY24		Prior Year FY23		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
<b>Revenue</b>						
Donations	-	-	-	-		
Rental Revenue	83,900	81,325	65,200	85,519	-4,195	-5%
Security Deposit Rev	13,500	12,471	7,000	13,413	-941	-7%
Program Revenue	-	-	-	-		
<b>Total Revenue</b>	<b>97,400</b>	<b>93,796</b>	<b>72,200</b>	<b>98,932</b>	<b>(5,136)</b>	<b>-5%</b>
<b>Expenditure</b>						
Personnel	151,203	67,565	135,349	91,322	-23,756	-26%
Employee Benefits	47,301	17,749	43,887	27,356	-9,607	-35%
Contractual	-	-	-	-		
Commodities	45,750	48,118	47,050	37,631	10,487	28%
Other	13,500	9,989	9,000	10,063	-74	-1%
<b>Total Expenditure</b>	<b>257,754</b>	<b>143,421</b>	<b>235,286</b>	<b>166,371</b>	<b>(22,950)</b>	<b>-14%</b>
<b>Surplus/(Deficit)</b>	<b>\$ (160,354)</b>	<b>\$ (49,625)</b>	<b>\$ (163,086)</b>	<b>\$ (67,439)</b>		

86.1%

13.9%

100.0%

58.7%

18.4%

17.7%

5.2%

100.0%

131.2%

191.6%

137.0%

67.5%

62.3%

80.0%

111.8%

94.6%

Kendall County Forest Preserve  
Income Statement  
For Period Ended 9/30/2024

10 Month Budget Percent = 83.3%

**ENVIRONMENTAL EDUCATION**

	Current Year FY24		Prior Year FY23		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
<b>Revenue</b>						
Donations	1,500	-	500	1,536	-1,536	-100%
Security Deposit	-	-	-	-	-	-
Credit Card Revenue	224,500	222,044	218,060	206,815	15,229	7%
Program Revenue	226,000	222,044	218,560	208,351	13,693	7%
<b>Total Revenue</b>						
	0.7%					
<b>Expenditure</b>						
Personnel	194,872	158,197	170,620	139,747	18,450	13%
Employee Benefits	21,702	17,934	16,786	14,391	3,542	25%
Contractual	-	-	-	-	-	-
Commodities	7,550	4,986	7,550	4,301	685	16%
Other	4,881	6,338	7,270	3,725	2,613	70%
<b>Total Expenditure</b>	<b>229,005</b>	<b>187,454</b>	<b>202,226</b>	<b>162,164</b>	<b>25,290</b>	<b>16%</b>
<b>Surplus/(Deficit)</b>	<b>\$ (3,005)</b>	<b>\$ 34,590</b>	<b>\$ 16,334</b>	<b>\$ 46,187</b>		

Kendall County Forest Preserve  
Income Statement  
For Period Ended 9/30/2024

10 Month Budget Percent = 83.3%

**GROUNDS & NATURAL RESOURCES**

	Current Year FY24		Prior Year FY23		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
<b>Revenue</b>						
Other Income		30,490	30,500	32,483	-1,993	-6%
Donations	1,000	1,070	1,000	2,525	-1,455	-58%
Grants	-	-	-	-		
Credit Card Revenue	8,000	6,705	7,000	8,330	-1,625	-20%
Rental Revenue						
<b>Total Revenue</b>	<b>46,500</b>	<b>38,265</b>	<b>38,500</b>	<b>43,338</b>	<b>(5,073)</b>	<b>-12%</b>
<b>Expenditure</b>						
Personnel	163,669	121,921	147,545	106,240	15,681	15%
Employee Benefits	48,220	42,779	52,107	37,496	5,282	14%
Contractual	16,500	14,534	16,500	12,106	2,428	20%
Commodities	36,750	23,504	32,766	28,179	4,675	-17%
Other	35,160	25,040	35,160	12,831	12,209	95%
<b>Total Expenditure</b>	<b>300,299</b>	<b>227,778</b>	<b>284,078</b>	<b>196,852</b>	<b>30,926</b>	<b>16%</b>
<b>Surplus/(Deficit)</b>		<b>\$ (253,799)</b>		<b>\$ (153,514)</b>		



Kendall County Forest Preserve  
Income Statement  
For Period Ended 9/30/2024

10 Month Budget Percent = 83.3%

**PICKERILL PIGOTT FP**

	Current Year FY24		Prior Year FY23		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
<b>Revenue</b>						
Donations	14,000	9,490	-	5,520	3,970	72%
Other Income	-	-				
Rental Revenue	180	325	7,000	120	205	171%
Security Deposit	5,000	1,765	1,000	1,234	531	43%
<b>Total Revenue</b>	<b>19,180</b>	<b>11,580</b>	<b>8,000</b>	<b>6,874</b>	<b>4,706</b>	<b>68%</b>
<b>Expenditure</b>						
Personnel	3,125	1,694	-	853	841	99%
Employee Benefits	239	1,765	1,000	1,469	296	20%
Contractual						
Commodities	2,700	6,954	6,000	7,941	-988	-12%
Other	5,000	-	-	-		
<b>Total Expenditure</b>	<b>11,064</b>	<b>10,412</b>	<b>7,000</b>	<b>10,263</b>	<b>150</b>	<b>1%</b>
<b>Surplus/(Deficit)</b>	<b>\$ 8,116</b>	<b>\$ 1,168</b>	<b>\$ 1,000</b>	<b>\$ (3,389)</b>		

73.0%  
0.9%  
26.1%  
100.0%  
28.2%  
2.2%  
24.4%  
45.2%  
100.0%

Kendall County Forest Preserve  
Income Statement  
For Period Ended 9/30/2024

10 Month Budget Percent = 83.3%

**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	8,905	10,394	9,005	(100)	-1%
	1,476	1,136	1,638	1,061	75	7%
	-	-	-	-	-	-
	5,750	5,945	7,250	5,780	165	3%
	4,250	2,880	3,800	3,974	-1,094	-28%
	<b>22,450</b>	<b>18,866</b>	<b>23,082</b>	<b>19,820</b>	<b>(955)</b>	<b>-5%</b>
	<b>\$ (22,450)</b>	<b>\$ (18,866)</b>	<b>\$ (23,082)</b>	<b>\$ (19,820)</b>		

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	8,905	10,394	9,005	(100)	-1%
	1,476	1,256	1,638	1,061	195	18%
	-	-	-	-	-	-
	5,000	5,113	6,500	1,749	3,364	192%
	3,200	2,550	2,700	2,846	-296	-10%
	<b>20,650</b>	<b>17,824</b>	<b>21,232</b>	<b>14,660</b>	<b>3,164</b>	<b>22%</b>
	<b>\$ (20,650)</b>	<b>\$ (17,824)</b>	<b>\$ (21,232)</b>	<b>\$ (14,660)</b>		

53.1%  
7.1%  
24.2%  
15.5%  
100.0%

Kendall County Forest Preserve  
Income Statement  
For Period Ended 9/30/2024

10 Month Budget Percent = 83.3%

**ELLIS GROUNDS - 1162**

	Current Year FY24		Prior Year FY23		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
<b>Revenue</b>						
Donations						
Security Deposit						
Credit Card Revenue						
Program Revenue	27,997	27,458	27,250	26,838	620	2%
<b>Total Revenue</b>	<b>27,997</b>	<b>27,458</b>	<b>27,250</b>	<b>26,838</b>	<b>620</b>	<b>2%</b>
<b>Expenditure</b>						
Personnel	21,947	17,811	20,788	16,855	956	6%
Employee Benefits	3,100	2,295	3,275	2,131	164	8%
Contractual	-	-	-	-	-	-
Commodities	-	-	-	-	-	-
Other	6,400	4,770	5,500	5,620	(850)	-15%
<b>Total Expenditure</b>	<b>31,447</b>	<b>24,876</b>	<b>29,563</b>	<b>24,605</b>	<b>270</b>	<b>1%</b>
<b>Surplus/(Deficit)</b>	<b>\$ (3,450)</b>	<b>\$ 2,582</b>	<b>\$ (2,313)</b>	<b>\$ 2,233</b>		

**ELLIS CAMPS - 1163**

	Current Year FY24		Prior Year FY23		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
<b>Revenue</b>						
Donations						
Security Deposit						
Credit Card Revenue						
Program Revenue	13,750	12,364	11,760	13,781	(1,417)	-10%
<b>Total Revenue</b>	<b>13,750</b>	<b>12,364</b>	<b>11,760</b>	<b>13,781</b>	<b>(1,417)</b>	<b>-10%</b>
<b>Expenditure</b>						
Personnel	3,790	5,532	3,484	2,111	3,421	162%
Employee Benefits	350	534	322	199	335	168%
Contractual	-	-	-	-	-	17%
Commodities	450	375	450	319	56	
Other	-	562	500	-	562	
<b>Total Expenditure</b>	<b>4,590</b>	<b>7,003</b>	<b>4,756</b>	<b>2,630</b>	<b>4,373</b>	<b>166%</b>
<b>Surplus/(Deficit)</b>	<b>\$ 9,160</b>	<b>\$ 5,361</b>	<b>\$ 7,004</b>	<b>\$ 11,151</b>		

Kendall County Forest Preserve  
Income Statement  
For Period Ended 9/30/2024

10 Month Budget Percent = 83.3%

**ELLIS RIDING LESSONS - 1164**

	Current Year FY24		Prior Year FY23		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
<b>Revenue</b>						
Donations		1	-	1	-1	
Security Deposit		-	-	-		
Credit Card Revenue		-	-	-		
Program Revenue	63,800	49,321	70,000	46,945	2,376	5%
<b>Total Revenue</b>	<b>63,801</b>	<b>49,321</b>	<b>70,000</b>	<b>46,946</b>	<b>2,375</b>	<b>5%</b>
<b>Expenditure</b>						
Personnel	45,900	40,683	42,818	35,133	5,551	16%
Employee Benefits	5,500	4,504	3,959	3,775	729	19%
Contractual	9,000	6,030	9,000	4,771	1,259	26%
Commodities	14,500	8,879	16,600	8,168	712	9%
Other	-	-	1,000	-		
<b>Total Expenditure</b>	<b>74,900</b>	<b>60,096</b>	<b>73,377</b>	<b>51,846</b>	<b>8,250</b>	<b>16%</b>
<b>Surplus/(Deficit)</b>	<b>\$ (11,099)</b>	<b>\$ (10,775)</b>	<b>\$ (3,377)</b>	<b>\$ (4,900)</b>		

**ELLIS BIRTHDAY PARTIES - 1165**

	Current Year FY24		Prior Year FY23		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
<b>Revenue</b>						
Donations		-				
Security Deposit		-				
Credit Card Revenue		-				
Program Revenue	6,000	3,813	6,000	4,207	-394	-9%
<b>Total Revenue</b>	<b>6,000</b>	<b>3,813</b>	<b>6,000</b>	<b>4,207</b>	<b>(394)</b>	<b>-9%</b>
<b>Expenditure</b>						
Personnel	7,750	3,581	7,077	4,261	-680	-16%
Employee Benefits	872	517	654	503	14	3%
Contractual	-	-	-	-		
Commodities	450	227	450	104	123	119%
Other	-	-	-	-		
<b>Total Expenditure</b>	<b>9,072</b>	<b>4,325</b>	<b>8,181</b>	<b>4,868</b>	<b>(542)</b>	<b>-11%</b>
<b>Surplus/(Deficit)</b>	<b>\$ (3,072)</b>	<b>\$ (512)</b>	<b>\$ (2,181)</b>	<b>\$ (661)</b>		

Kendall County Forest Preserve  
Income Statement  
For Period Ended 9/30/2024

10 Month Budget Percent = 83.3%

**ELLIS PUBLIC PROGRAMS - 1166**

	Current Year FY24		Prior Year FY23		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
<b>Revenue</b>						
Donations	-	-	-	-	-	-
Security Deposit	-	-	-	-	-	-
Credit Card Revenue	-	-	-	-	-	-
Program Revenue	3,000	423	3,000	2,252	(1,829)	-81%
<b>Total Revenue</b>	<b>3,000</b>	<b>423</b>	<b>3,000</b>	<b>2,252</b>	<b>(1,829)</b>	<b>-81%</b>
	100.0%			75.1%		
	100.0%	14.1%		75.1%		
<b>Expenditure</b>						
Personnel	2,000	64	2,194	405	(341)	-84%
Employee Benefits	200	9	203	24	(15)	-64%
Contractual	-	-	500	-	-	-
Commodities	150	-	150	-	-	-
Other	-	-	-	-	-	-
<b>Total Expenditure</b>	<b>2,350</b>	<b>73</b>	<b>3,047</b>	<b>429</b>	<b>(356)</b>	<b>-83%</b>
	100.0%	3.1%		14.1%		
<b>Surplus/(Deficit)</b>	<b>\$ 650</b>	<b>\$ 350</b>	<b>\$ (47)</b>	<b>\$ 1,823</b>		

**ELLIS SUNRISE CENTER - 1167**

	Current Year FY24		Prior Year FY23		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
<b>Revenue</b>						
Donations	-	-	-	-	-	-
Security Deposit	-	-	-	-	-	-
Credit Card Revenue	-	-	-	-	-	-
Program Revenue	13,760	11,870	13,760	12,337	(467)	-4%
<b>Total Revenue</b>	<b>13,760</b>	<b>11,870</b>	<b>13,760</b>	<b>12,337</b>	<b>(467)</b>	<b>-4%</b>
	100.0%	86.3%		89.7%		
	100.0%	86.3%		89.7%		
<b>Expenditure</b>						
Personnel	22,000	18,982	19,054	17,079	1,903	11%
Employee Benefits	2,200	1,933	1,762	1,519	414	27%
Contractual	500	-	-	-	-	-
Commodities	3,000	2,279	3,800	1,925	353	18%
Other	-	-	-	-	-	-
<b>Total Expenditure</b>	<b>27,700</b>	<b>23,194</b>	<b>24,616</b>	<b>20,523</b>	<b>2,671</b>	<b>13%</b>
	100.0%	83.7%		83.4%		
<b>Surplus/(Deficit)</b>	<b>\$ (13,940)</b>	<b>\$ (11,324)</b>	<b>\$ (10,856)</b>	<b>\$ (8,186)</b>		

Kendall County Forest Preserve  
Income Statement  
For Period Ended 9/30/2024

10 Month Budget Percent = 83.3%

**ELLIS WEDDINGS - 1168**

	Current Year FY24		Prior Year FY23		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
<b>Revenue</b>						
Donations	-	-	-	-	-	-
Security Deposit	5,000	2,400	5,000	1,100	1,300	118%
Credit Card Revenue	-	-	-	-	-	-
Program Revenue	4,500	5,350	9,000	2,100	3,250	155%
<b>Total Revenue</b>	<b>9,500</b>	<b>7,750</b>	<b>14,000</b>	<b>3,200</b>	<b>4,550</b>	<b>142%</b>
<b>Expenditure</b>						
Personnel	750	622	1,695	262	360	138%
Employee Benefits	100	28	160	18	10	58%
Contractual	1,700	1,175	1,700	873	301	35%
Commodities	-	-	-	-	-	-
Other	5,000	1,000	5,000	200	800	400%
<b>Total Expenditure</b>	<b>7,550</b>	<b>2,825</b>	<b>8,555</b>	<b>1,353</b>	<b>1,472</b>	<b>109%</b>
<b>Surplus/(Deficit)</b>	<b>\$1,950</b>	<b>\$ 4,925</b>	<b>\$5,445</b>	<b>\$ 1,847</b>		

**ELLIS OTHER RENTALS - 1169**

	Current Year FY24		Prior Year FY23		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
<b>Revenue</b>						
Donations	-	-	-	-	-	-
Security Deposit	1,000	970	2,500	-	970	
Credit Card Revenue	-	-	-	-	-	-
Program Revenue	3,400	3,470	3,400	2,340	1,130	48%
<b>Total Revenue</b>	<b>4,400</b>	<b>4,440</b>	<b>5,900</b>	<b>2,340</b>	<b>2,100</b>	<b>90%</b>
<b>Expenditure</b>						
Personnel	750	74	1,695	110	-36	-33%
Employee Benefits	100	-	160	8	-8	-100%
Contractual	-	-	-	-	-	-
Commodities	-	-	-	-	-	-
Other	1,000	498	1,000	-	498	
<b>Total Expenditure</b>	<b>1,850</b>	<b>572</b>	<b>2,855</b>	<b>118</b>	<b>453</b>	<b>384%</b>
<b>Surplus/(Deficit)</b>	<b>\$2,550</b>	<b>\$3,869</b>	<b>\$3,045</b>	<b>\$2,222</b>		

Kendall County Forest Preserve  
Income Statement  
For Period Ended 9/30/2024

10 Month Budget Percent = 83.3%

**HOOVER GROUNDS - 1171**

	Current Year FY24		Prior Year FY23		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
<b>Revenue</b>						
Donations	-	-	-	-		
Revenue	5,900	7,600	6,800	5,670	1,930	34%
Security Deposit Revenue	-	-	-	-		
Credit Card Revenue	-	-	-	-		
<b>Total Revenue</b>	<b>5,900</b>	<b>7,600</b>	<b>6,800</b>	<b>5,670</b>	<b>1,930</b>	<b>34%</b>
<b>Expenditure</b>						
Personnel	72,477	32,507	67,674	45,135	-12,628	-28%
Employee Benefits	23,411	8,803	21,943	13,878	-5,074	-37%
Contractual	-	-	-	-		
Commodities	45,750	48,118	47,050	37,631	10,487	28%
Other	13,500	9,989	9,000	10,063	-74	-1%
<b>Total Expenditure</b>	<b>155,138</b>	<b>99,416</b>	<b>145,667</b>	<b>106,705</b>	<b>(7,289)</b>	<b>-7%</b>
<b>Surplus/(Deficit)</b>	<b>\$ (149,238)</b>	<b>\$ (91,816)</b>	<b>\$ (138,867)</b>	<b>\$ (101,036)</b>		

**HOOVER BUNKHOUSE - 1172**

	Current Year FY24		Prior Year FY23		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
<b>Revenue</b>						
Donations	-	-	-	-		
Rental Revenue	34,000	29,611	28,500	33,506	-3,895	-12%
Security Deposit Revenue	5,300	5,700	3,000	5,300	400	8%
Credit Card Revenue	-	-	-	-		
<b>Total Revenue</b>	<b>39,300</b>	<b>35,311</b>	<b>31,500</b>	<b>38,806</b>	<b>(3,495)</b>	<b>-9%</b>
<b>Expenditure</b>						
Personnel	36,239	16,253	33,837	22,549	-6,296	-28%
Employee Benefits	11,705	4,409	10,972	6,822	-2,413	-35%
Contractual	-	-	-	-		
Commodities	-	-	-	-		
Other	-	-	-	-		
<b>Total Expenditure</b>	<b>47,944</b>	<b>20,663</b>	<b>44,809</b>	<b>29,372</b>	<b>(8,709)</b>	<b>-30%</b>
<b>Surplus/(Deficit)</b>	<b>\$ (8,644)</b>	<b>\$ 14,648</b>	<b>\$ (13,309)</b>	<b>\$ 9,434</b>		

Kendall County Forest Preserve  
Income Statement  
For Period Ended 9/30/2024

10 Month Budget Percent = 83.3%

**HOOVER CAMPSITE - 1173**

	Current Year FY24		Prior Year FY23		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
<b>Revenue</b>						
Donations	-	-	-	-	-	-
Rental Revenue	6,000	5,680	5,400	6,635	-955	-14%
Security Deposit Revenue	-	-	-	-	-	-
Credit Card Revenue	-	-	-	-	-	-
<b>Total Revenue</b>	<b>6,000</b>	<b>5,680</b>	<b>5,400</b>	<b>6,635</b>	<b>(955)</b>	<b>-14%</b>
<b>Expenditure</b>						
Personnel	18,119	8,127	16,919	11,275	-3,148	-28%
Employee Benefits	5,853	2,201	5,486	3,411	-1,210	-35%
Contractual	-	-	-	-	-	-
Commodities	-	-	-	-	-	-
Other	-	-	-	-	-	-
<b>Total Expenditure</b>	<b>23,972</b>	<b>10,328</b>	<b>22,405</b>	<b>14,686</b>	<b>(4,358)</b>	<b>-30%</b>
<b>Surplus/(Deficit)</b>	<b>\$ (17,972)</b>	<b>\$ (4,648)</b>	<b>\$ (17,005)</b>	<b>\$ (8,051)</b>		

**HOOVER MEADOWHAWK LODGE - 1174**

	Current Year FY24		Prior Year FY23		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
<b>Revenue</b>						
Donations	-	-	-	-	-	-
Rental Revenue	38,000	38,434	24,500	39,709	-1,275	-3%
Security Deposit Revenue	8,200	6,771	4,000	8,113	-1,341	-17%
Credit Card Revenue	-	-	-	-	-	-
<b>Total Revenue</b>	<b>46,200</b>	<b>45,205</b>	<b>28,500</b>	<b>47,821</b>	<b>(2,616)</b>	<b>-5%</b>
<b>Expenditure</b>						
Personnel	24,368	10,678	16,919	12,363	-1,684	-14%
Employee Benefits	6,332	2,336	5,486	3,245	-910	-28%
Contractual	-	-	-	-	-	-
Commodities	-	-	-	-	-	-
Other	-	-	-	-	-	-
<b>Total Expenditure</b>	<b>30,700</b>	<b>13,014</b>	<b>22,405</b>	<b>15,608</b>	<b>(2,594)</b>	<b>-17%</b>
<b>Surplus/(Deficit)</b>	<b>\$ 15,500</b>	<b>\$ 32,191</b>	<b>\$ 6,095</b>	<b>\$ 32,213</b>		



Kendall County Forest Preserve  
Income Statement  
For Period Ended 9/30/2024

10 Month Budget Percent = 83.3%

**ENV. EDUCATION SCHOOL PROGRAMS - 1176**

	Current Year FY24		Prior Year FY23		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
<b>Revenue</b>						
Donations						
Security Deposit						
Credit Card Revenue						
Program Revenue	20,000	4,559	20,000	12,447	-7,888	-63%
<b>Total Revenue</b>	<b>20,000</b>	<b>4,559</b>	<b>20,000</b>	<b>12,447</b>	<b>(7,888)</b>	<b>-63%</b>
	100.0%	22.8%		62.2%		
<b>Expenditure</b>						
Personnel			14,800	8,931	-5,536	-62%
Employee Benefits			-	-		
Contractual			-	-		
Commodities	700	-	700	172	-172	-100%
Other	1,681	499	4,070	1,050	-551	-52%
<b>Total Expenditure</b>	<b>19,104</b>	<b>3,892</b>	<b>19,570</b>	<b>10,153</b>	<b>(6,261)</b>	<b>-62%</b>
	100.0%	20.4%		51.9%		
<b>Surplus/(Deficit)</b>	<b>\$ 896</b>	<b>\$ 667</b>	<b>\$ 430</b>	<b>\$ 2,294</b>		

Kendall County Forest Preserve  
Income Statement  
For Period Ended 9/30/2024

10 Month Budget Percent = 83.3%

**ENV. EDUCATION CAMPS - 1177**

	Current Year FY24		Prior Year FY23		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
<b>Revenue</b>						
Donations						
Security Deposit						
Credit Card Revenue						
Program Revenue	39,500	44,240	37,000	39,682	4,558	11%
<b>Total Revenue</b>	<b>39,500</b>	<b>44,240</b>	<b>37,000</b>	<b>39,682</b>	<b>4,558</b>	<b>11%</b>
<b>Expenditure</b>						
Personnel	34,535	37,178	28,000	28,980	8,198	28%
Employee Benefits	3,447	3,147	1,649	3,018	129	4%
Contractual	-	-	-	-	-	-
Commodities	1,500	1,206	1,500	1,569	-363	-23%
Other	500	170	500	1,905	-1,735	-91%
<b>Total Expenditure</b>	<b>39,982</b>	<b>41,701</b>	<b>31,649</b>	<b>35,472</b>	<b>6,229</b>	<b>18%</b>
<b>Surplus/(Deficit)</b>	<b>\$ (482)</b>	<b>\$ 2,539</b>	<b>\$ 5,351</b>	<b>\$ 4,210</b>		

**ENV. EDUCATION NATURAL BEGINNINGS - 1178**

	Current Year FY24		Prior Year FY23		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
<b>Revenue</b>						
Donations	1,500	-		1,536	-1,536	-100%
Security Deposit						
Credit Card Revenue						
Program Revenue	145,000	148,171	141,060	138,063	10,108	7%
<b>Total Revenue</b>	<b>146,500</b>	<b>148,171</b>	<b>141,060</b>	<b>139,599</b>	<b>8,572</b>	<b>6%</b>
<b>Expenditure</b>						
Personnel	124,626	93,114	111,540	88,287	4,827	5%
Employee Benefits	16,335	12,967	12,708	9,966	3,001	30%
Contractual	-	-	-	-	-	-
Commodities	4,000	2,567	4,000	1,777	789	44%
Other	2,200	4,660	2,200	450	4,210	936%
<b>Total Expenditure</b>	<b>147,161</b>	<b>113,308</b>	<b>130,448</b>	<b>100,481</b>	<b>12,827</b>	<b>13%</b>
<b>Surplus/(Deficit)</b>	<b>\$ (661)</b>	<b>\$ 34,864</b>	<b>\$ 10,612</b>	<b>\$ 39,118</b>		

Kendall County Forest Preserve  
Income Statement  
For Period Ended 9/30/2024

10 Month Budget Percent = 83.3%

**ENV. EDUCATION PUBLIC PROGRAMS - 1179**

	Current Year FY24		Prior Year FY23		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
<b>Revenue</b>						
Donations						
Security Deposit						
Credit Card Revenue						
Program Revenue						
<b>Total Revenue</b>	<b>20,000</b>	<b>14,627</b>	<b>20,000</b>	<b>16,623</b>	<b>-1,996</b>	<b>-12%</b>
	100.0%	73.1%		83.1%	<b>(1,996)</b>	<b>-12%</b>
	100.0%	<b>73.1%</b>		<b>83.1%</b>		
<b>Expenditure</b>						
Personnel						
Employee Benefits						
Contractual						
Commodities						
Other						
<b>Total Expenditure</b>	<b>17,444</b>	<b>14,335</b>	<b>15,604</b>	<b>13,722</b>	<b>174</b>	<b>27%</b>
	84.4%	81.8%		84.6%	<b>174</b>	<b>27%</b>
	8.4%	100.5%		64.0%	<b>-308</b>	<b>-96%</b>
	4.3%	107.9%		87.9%	<b>613</b>	<b>4%</b>
	2.9%	2.4%				
	100.0%	<b>82.2%</b>		<b>87.9%</b>		
<b>Surplus/(Deficit)</b>	<b>\$ 2,556</b>	<b>\$ 292</b>	<b>\$ 4,396</b>	<b>\$ 2,901</b>		

**ENV. EDUCATION LAWS OF NATURE - 1180**

	Current Year FY24		Prior Year FY23		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
<b>Revenue</b>						
Donations						
Security Deposit						
Credit Card Revenue						
Program Revenue						
<b>Total Revenue</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>209,714</b>	<b>1,218</b>	<b>61%</b>
					<b>153</b>	<b>81%</b>
<b>Expenditure</b>						
Personnel						
Employee Benefits						
Contractual						
Commodities						
Other						
<b>Total Expenditure</b>	<b>5,314</b>	<b>3,911</b>	<b>4,955</b>	<b>2,336</b>	<b>203</b>	<b>137%</b>
	80.3%	75.5%		52.9%	<b>1,574</b>	<b>67%</b>
	8.4%	76.2%		32.9%		
	11.3%	58.4%		24.6%		
	100.0%	<b>73.6%</b>		<b>47.2%</b>		
<b>Surplus/(Deficit)</b>	<b>\$ (5,314)</b>	<b>\$ (3,911)</b>	<b>\$ (4,955)</b>	<b>\$ (2,336)</b>		



110 W. Madison St., Yorkville, IL 60560 Ph: 630-553-4025 Fax: 630-553-4023

## Facility License Agreement

**Permit #:** 24-00262  
**Contract Date:** 08/19/2024  
**Use Type:** Other  
**Description:** Snowshoe Practice  
**Registrar:** Julia Granholm  
**Phone:** (630) 552-3826 / (630) 291-6381  
**Email:** marcylite\_12@hotmail.com

**Customer**  
**KC Special Olympics**  
**Marcy Stefaniak**  
**2420 Rock Creek Road**  
**Plano, IL 60545**

### Facility License Information

**Location:** Shelter 7 @ Harris Forest Preserve  
 10460 Route 71  
 Yorkville, IL 60560

**Total Hours:** 28.00

Date	Day	Time	Description	Qty	Unit	Rate	Total	Tax
10/12/2024	Sat	10:00 AM - 12:00 PM	Shelter Flat (Head Count: 30)	1.00	Each	\$60.00	\$60.00	\$0.00
10/19/2024	Sat	10:00 AM - 12:00 PM	Shelter Flat (Head Count: 30)	1.00	Each	\$60.00	\$60.00	\$0.00
10/26/2024	Sat	10:00 AM - 12:00 PM	Shelter Flat (Head Count: 30)	1.00	Each	\$60.00	\$60.00	\$0.00
11/2/2024	Sat	10:00 AM - 12:00 PM	Shelter Flat (Head Count: 30)	1.00	Each	\$60.00	\$60.00	\$0.00
11/9/2024	Sat	10:00 AM - 12:00 PM	Shelter Flat (Head Count: 30)	1.00	Each	\$60.00	\$60.00	\$0.00
11/16/2024	Sat	10:00 AM - 12:00 PM	Shelter Flat (Head Count: 30)	1.00	Each	\$60.00	\$60.00	\$0.00
11/23/2024	Sat	10:00 AM - 12:00 PM	Shelter Flat (Head Count: 30)	1.00	Each	\$60.00	\$60.00	\$0.00
12/7/2024	Sat	10:00 AM - 12:00 PM	Shelter Flat (Head Count: 30)	1.00	Each	\$60.00	\$60.00	\$0.00
12/14/2024	Sat	10:00 AM - 12:00 PM	Shelter Flat (Head Count: 30)	1.00	Each	\$60.00	\$60.00	\$0.00
12/21/2024	Sat	10:00 AM - 12:00 PM	Shelter Flat (Head Count: 30)	1.00	Each	\$60.00	\$60.00	\$0.00
1/11/2025	Sat	10:00 AM - 12:00 PM	Shelter Flat (Head Count: 30)	1.00	Each	\$60.00	\$60.00	\$0.00
1/18/2025	Sat	10:00 AM - 12:00 PM	Shelter Flat (Head Count: 30)	1.00	Each	\$60.00	\$60.00	\$0.00
1/25/2025	Sat	10:00 AM - 12:00 PM	Shelter Flat (Head Count: 30)	1.00	Each	\$60.00	\$60.00	\$0.00
2/1/2025	Sat	10:00 AM - 12:00 PM	Shelter Flat (Head Count: 30)	1.00	Each	\$60.00	\$60.00	\$0.00

No alcohol allowed.  
 Request reduced rate of \$30.00/day. To be presented to Operations Committee on 9/4/24 for consideration.

<b>Total Hours</b>	<b>28.00</b>
<b>Total Fees</b>	<b>\$840.00</b>
<b>Total Sec Dep</b>	<b>\$0.00</b>
<b>Total Tax</b>	<b>\$0.00</b>
<b>Rental Total</b>	<b>\$840.00</b>

### Facility License Terms and Conditions

For day of questions/concerns, please call 630-746-1005 or 630-488-1716



110 W. Madison St., Yorkville, IL 60560 Ph: 630-553-4025 Fax: 630-553-4023

## Facility License Agreement

Permit #: 24-00295 Page 1 of 6  
 Contract Date: 09/10/2024  
 Use Type: Other  
 Description: Coffee with CEO  
 Registrar: Julia Granholm  
 Phone: (630) 888-5719 / (702) 469-2698  
 Email: ckien@theconservationfoundation.org

**Customer**  
**Conservation Foundation**  
**Catherine Kien**  
**10S 404 Knoch Knolls Rd**  
**Naperville, IL 60565**

### Facility License Information

**Location:** Meadowhawk Lodge @ Hoover Forest Preserve  
 11285 Fox Road  
 Yorkville, IL 60560 **Total Hours: 6.00**

Date	Day	Time	Description	Qty	Unit	Rate	Total	Tax
12/12/2024	Thu	1:00 PM - 3:00 PM	Set Up - Clean Up - Staff (up to 50 guests) Flat (Head Count: 50)	1.00	Each	\$100.00	\$100.00	\$0.00
12/13/2024	Fri	8:00 AM - 9:00 AM	Set-up - Client Hourly (Head Count: 50)	1.00	Hour	\$15.00	\$15.00	\$0.00
12/13/2024	Fri	9:00 AM - 11:00 AM	Meadowhawk Lodge - Hourly - Weekday Hourly (Head Count: 50)	2.00	Hours	\$80.00	\$160.00	\$0.00
12/13/2024	Fri	11:00 AM - 12:00 PM	Clean-up - Client Hourly (Head Count: 50)	1.00	Hour	\$15.00	\$15.00	\$0.00

No glass bottles allowed.  
 Staff to set up Thursday, 12/11  
 Client Set up 9/12: 8-9am  
 Client Event 9/12: 9-10:30am  
 Hike 9/12: 10:30-11am  
 Client Clean up: 11am-12pm  
 Staff to tear down after event  
 Permit to go to Operations Committee for waiver of fees consideration on 10/2

Total Hours	<b>6.00</b>
Total Fees	<b>\$290.00</b>
Total Sec Dep	<b>\$0.00</b>
Total Tax	<b>\$0.00</b>
Rental Total	<b>\$290.00</b>

### Facility License Terms and Conditions

For day of questions/concerns, please call 630-774-1683 or 630-488-1716

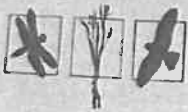
#### KENDALL COUNTY FOREST PRESERVE DISTRICT FACILITY LICENSE TERMS AND CONDITIONS

This License is made on the day listed on the first page of the License Contract ("Date of Execution"), between the Kendall County Forest Preserve, a Body Corporate and Politic, 110 West Madison Street, Yorkville, Illinois, 60560, ("Forest Preserve"), and Permittee ("Licensee"), collectively referred to as the "Parties."

In consideration of the grants, covenants, and conditions of this License, IT IS HEREBY AGREED AS FOLLOWS:

**1. Nature of Agreement:**

The Forest Preserve agrees to grant a license to Licensee for the Licensee to utilize the facility on the date and times specified on Page 1 of the License Contract, subject to the terms and conditions set forth in this License.



Kendall County Forest Preserve District

**MEADOWHAWK LODGE LICENSE AGREEMENT REQUEST FORM**

**\*\*Updated Fees Effective for Reservations Taking Place Beginning 12/1/23\*\***

**Instructions**

- This form is to be completed in its entirety (both pages) and can be faxed to 630-553-4023 or sent by e-mail to: [kcforest@kendallcountylvil.gov](mailto:kcforest@kendallcountylvil.gov)
- Requests are required thirty (30) days in advance of event date.
- Kendall County Forest Preserve District must be in receipt of the signed License Agreement form and the refundable Security Deposit (50% of the license fee) is required for the reservation to be considered secure.
- Full License fee is required thirty (30) calendar days prior to your event date.

**Licensee Information (Licensee must be 21 or older and attend the event)**

Name Catherine Kien  
 Street Address 105404 Knock Knolls Rd  
 City Naperville State IL Zip 60565 Kendall Resident?  Yes  No  
 Phone # (two numbers are required) Cell: 630 888 6719 Other: 702-469-2698  
 E-mail: ckien@theconservationfoundation.org

**Event Date Information (\*Available hours: 9:00am - 10:00pm) 3-HOUR MINIMUM IS REQUIRED FOR ALL EVENTS**

Event Date: 12/13/24 Event Hours: 8am-12pm Expected Attendance: 40 (max. 100 people)

Event Description (Bridal / Baby Shower, Anniversary Party, etc.) Coffee with our CEO  
Brook McDonald

**Set up/Tear Down Information**

Optional Staff Support: KCFPD staff will work with client to create a layout for their event. Staff will set-up tables and chairs and take down/store at the conclusion of the event.  I would like Staff Support

Please circle which one applies: \$100.00 - up to 50 expected attendees \$150.00 - 51-100 expected attendees

If using Staff Set-Up/Take Down services, provide number of tables & chairs requested. See page 5 for equipment information (2) 6x30 tables for food+bev., (1) 6x30 for materials,  
(6) 60" rounds w/ 10 chairs each

Client Pre & Post Event: (\$15.00/hour for set-up & \$15.00/hour for clean-up - no 1/2 hour increments). Client will be responsible for set-up/take down, and storage of tables and chairs. Time may also be used for decorating, food prep, etc.

Would you like to come in prior to and stay after your event for Set up/Clean up?:  YES  NO

Please provide the set up and clean up times requested. Set up time: 8am-9am Clean up time: 11-12pm  
am



Kendall County Forest Preserve District

**MEADOWHAWK LODGE LICENSE AGREEMENT REQUEST FORM**

**\*\*Updated Fees Effective for Reservations Taking Place Beginning 12/1/23\*\***

**Additional Items & Equipment**

Sound System (\$25.00 fee applied)

YES  NO

Podium & Projector Screen (included in fee)

YES  NO

\*Please note that only the projector screen is available. A projector will need to be brought in or rented.

Will there be entertainment? If yes, please describe.

no

\*If you plan to have dancing at your event, you must rent a dance floor. Dance floor minimums are 15' x 15'

Use of Kitchen Facility Needed?  YES  NO

Please circle: Stove Refrigerator Freezer

\*You are welcome to bring in your own food.

Is Event to be catered? If yes, you are required to use our Approved Caterers. Please provide name of caterer being used (A list will be provided upon request or view our catalog by visiting our website: kendallforest.com/special-events-yorkville)

SAFARI

Will there be alcohol at the event?  Yes  No

\*If serving alcohol at your Event, an Event Host must be on-site (charge for events not in the \$2000.00 Special Event Fee Schedule). If alcohol is served at event, an additional \$100.00 will be required

\*You are required to use our Approved Bartending Services if you intend to have alcohol at your event. Please refer to our Special Event Catalog for a listing of Approved Bartenders.

Name of Bartending Service: \_\_\_\_\_

**Wedding Ceremony and/or Reception Events, Special Events:**

The rate is \$2000.00 for these events. A "Special Event" is classified when Licensees have contracted vendors at their event (bartenders, caterers, entertainers such as DJ's, etc.), have rented equipment for the event (such as a dance floor), are serving alcohol, and have 51-100 people expected to attend.

**Fees include:**

- Staff Support: Set-up and Tear-down of tables and chairs for the event
- Access to Meadowhawk Lodge the day before the event for decorating, food prep, etc.
- Access to Meadowhawk Lodge the entire day of the event
- 1-2 Event hosts to assist with logistics for the Event, including spot cleaning, trash, supply replenishment, vendor check-in and support, and general troubleshooting.

**OFFICE USE ONLY**

Total License Fee Due: \_\_\_\_\_ Due Date: \_\_\_\_\_

Security Deposit Due at time of Reservation: \_\_\_\_\_ Staff Initials: \_\_\_\_\_



110 W. Madison St., Yorkville, IL 60560 Ph: 630-553-4025 Fax: 630-553-4023

## Facility License Agreement

Permit #: 24-00293 Page 1 of 6  
 Contract Date: 09/06/2024  
 Use Type: Other  
 Description: Drug Court Graduation  
 Registrar: Julia Granholm  
 Phone: (630) 608-7740 / (630) 553-4926  
 Email: vmelendez@kendallcountyil.gov

**Customer** Kendall County Judiciary  
 Vanessa Melendez  
 807 W. John Street  
 Yorkville, IL 60560

### Facility License Information

Location: Meadowhawk Lodge @ Hoover Forest Preserve Total Hours: 6.00  
 11285 Fox Road  
 Yorkville, IL 60560

Date	Day	Time	Description	Qty	Unit	Rate	Total	Tax
2/21/2025	Fri	11:00 AM - 1:00 PM	Set-up - Client Hourly (Head Count: 75)	2.00	Hours	\$0.00	\$0.00	\$0.00
2/21/2025	Fri	1:00 PM - 4:00 PM	MHL-Hourly-Weekday-Effective 12/1/23 Hourly (Head Count: 75)	3.00	Hours	\$0.00	\$0.00	\$0.00
2/21/2025	Fri	4:00 PM - 5:00 PM	Clean-up - Client Hourly (Head Count: 75)	1.00	Hour	\$0.00	\$0.00	\$0.00

No glass bottles allowed.  
 Client Set up: 11am-1pm  
 Client Event: 1-4pm  
 Client Clean up/tear down: 4-5pm  
 Judiciary Dept. staff responsible for set up/tear down of tables and chairs. Please plan accordingly.  
 Request use of kitchen: Refrigerator  
 Request use of podium and projector screen, sound system. All items are available in the adjacent storage room, where tables and chairs are stored.  
 Please note that there isn't WiFi at the facility. Please plan to use data or bring a personal hotspot.

Total Hours	6.00
Total Fees	\$0.00
Total Sec Dep	\$0.00
Total Tax	\$0.00
Rental Total	\$0.00

### Facility License Terms and Conditions

For day of questions/concerns, please call 630-774-1683 or 630-488-1716

#### KENDALL COUNTY FOREST PRESERVE DISTRICT FACILITY LICENSE TERMS AND CONDITIONS

This License is made on the day listed on the first page of the License Contract ("Date of Execution"), between the Kendall County Forest Preserve, a Body Corporate and Politic, 110 West Madison Street, Yorkville, Illinois, 60560, ("Forest Preserve"), and Permittee ("Licensee"), collectively referred to as the "Parties."

In consideration of the grants, covenants, and conditions of this License, IT IS HEREBY AGREED AS FOLLOWS:

**1. Nature of Agreement:**

The Forest Preserve agrees to grant a license to Licensee for the Licensee to utilize the facility on the date and times specified on Page 1 of the License Contract, subject to the terms and conditions set forth in this License.

**2. Fee and Security Deposit:**

Meadowhawk Lodge:





Kendall County Forest Preserve District

MEADOWHAWK LODGE LICENSE AGREEMENT REQUEST FORM

\*\*Updated Fees Effective for Reservations Taking Place Beginning 12/1/23\*\*

Instructions

- This form is to be completed in its entirety (both pages) and can be faxed to 630-553-4023 or sent by e-mail to: kcforest@kendallcountyl.gov
Requests are required thirty (30) days in advance of event date.
Kendall County Forest Preserve District must be in receipt of the signed License Agreement form and the refundable Security Deposit (50% of the license fee) is required for the reservation to be considered secure.
Full License fee is required thirty (30) calendar days prior to your event date.

Licensee Information (Licensee must be 21 or older and attend the event)

Name Kendall County Judiciary - Vanessa Melendez/Judge John McAdams
Street Address 807 John St
City Yorkville State IL Zip 60560 Kendall Resident? Yes No
Phone # (two numbers are required) Cell: 630-608-7740 Other: 630-553-4926
E-mail: vmelendez@kendallcountyl.gov / jmcadams@kendallcountyl.gov

Event Date Information (\*Available hours: 9:00am - 10:00pm) 3-HOUR MINIMUM IS REQUIRED FOR ALL EVENTS

Event Date: 2-21-25 Event Hours: 1:00pm - 4 Expected Attendance: 50-75 (max. 100 people)

Event Description (Bridal / Baby Shower, Anniversary Party, etc.) Drug Ct. Graduation

Set up/Tear Down Information

Optional Staff Support: KCFPD staff will work with client to create a layout for their event. Staff will set-up tables and chairs and take down/store at the conclusion of the event. I would like Staff Support

Please circle which one applies: \$100.00 - up to 50 expected attendees \$150.00 - 51-100 expected attendees

If using Staff Set-Up/Take Down services, provide number of tables & chairs requested. See page 5 for equipment information Will need use of 2 tables and chairs - 50-75

Client Pre & Post Event: (\$15.00/hour for set-up & \$15.00/hour for clean-up - no 1/2 hour increments). Client will be responsible for set-up/take down, and storage of tables and chairs. Time may also be used for decorating, food prep, etc.

Would you like to come in prior to and stay after your event for Set up/Clean up? YES NO

Please provide the set up and clean up times requested. Set up time: 11:00 AM Clean up time: 5:00 PM



Kendall County Forest Preserve District

**MEADOWHAWK LODGE LICENSE AGREEMENT REQUEST FORM**

**\*\*Updated Fees Effective for Reservations Taking Place Beginning 12/1/23\*\***

**Additional Items & Equipment**

Sound System (\$25.00 fee applied)

YES  NO

Podium & Projector Screen (included in fee)

YES  NO

\*Please note that only the projector screen is available. A projector will need to be brought in or rented.

Will there be entertainment? If yes, please describe.

NO

\*If you plan to have dancing at your event, you must rent a dance floor. Dance floor minimums are 15' x 15'

Use of Kitchen Facility Needed?  YES  NO

Please circle: Stove Refrigerator Freezer

\*You are welcome to bring in your own food.

Is Event to be catered? If yes, you are required to use our Approved Caterers. Please provide name of caterer being used (A list will be provided upon request or view our catalog by visiting our website: kendallforest.com/special-events-yorkville) NO

Will there be alcohol at the event?  Yes  No

\*If serving alcohol at your Event, an Event Host must be on-site (charge for events not in the \$2000.00 Special Event Fee Schedule). If alcohol is served at event, an additional \$100.00 will be required

\*You are required to use our Approved Bartending Services if you intend to have alcohol at your event. Please refer to our Special Event Catalog for a listing of Approved Bartenders.

Name of Bartending Service: n/a

**Wedding Ceremony and/or Reception Events, Special Events:**

The rate is \$2000.00 for these events. A "Special Event" is classified when Licensees have contracted vendors at their event (bartenders, caterers, entertainers such as DJ's, etc.), have rented equipment for the event (such as a dance floor), are serving alcohol, and have 51-100 people expected to attend.

**Fees include:**

- Staff Support: Set-up and Tear-down of tables and chairs for the event
- Access to Meadowhawk Lodge the day before the event for decorating, food prep, etc.
- Access to Meadowhawk Lodge the entire day of the event
- 1-2 Event hosts to assist with logistics for the Event, including spot cleaning, trash, supply replenishment, vendor check-in and support, and general troubleshooting.

**OFFICE USE ONLY**

Total License Fee Due: \_\_\_\_\_ Due Date: \_\_\_\_\_

Security Deposit Due at time of Reservation: \_\_\_\_\_ Staff Initials: \_\_\_\_\_

To: Kendall County Forest Preserve District Operation Committee

From: Antoinette White, Acting Executive Director  
Austin Luettich, Grounds and Natural Resources Division Manager

RE: KCFPD Vehicle Replacement Schedule

Date: October 2, 2024

Below is a listing of the current District vehicles:

ASSET DESCRIPTION	Location	CONDITION	ORIGINAL COST	ESTIMATED COST	REPLACEMENT YEAR	Miles
2008 White Ford F350 Super Duty Truck (1-ton dump)	Ellis / Hoover	Poor	\$32,136.00	\$85,000.00	2025	
2008 White Ford F250 Super Duty Truck	Harris	Poor	\$21,936.00	\$55,000.00	2026	156097
2009 White Ford F250 Super Duty Truck	Hoover	Fair	\$38,235.00	\$55,000.00	2027	53284
2011 White Ford F350 Super Duty Truck	Ellis	Fair	\$19,000.00		2024 - Replaced	
2014 White Ford F150 Super Duty Truck	Harris	Poor	\$26,211.00	\$45,000.00	2025	253000
2018 GMC 3500 Dump Truck (Plow Assembly-Monroe Spreader)	Harris	Good	\$69,398.02		TBD	29736

District staff recommends replacing the F150 at Harris and the F350 Super Duty Dump shared between Ellis and Hoover.



**KENDALL COUNTY FOREST PRESERVE DISTRICT**

**NOTICE TO BIDDERS  
CONDITIONS / SPECIFICATIONS  
BID FORM**

*For*

**1 Ton Diesel 4WD Dump Truck w/ Box,  
Spreader & Plow Assembly, Including a Trade-In  
Deduct of a 2008 Ford F350 Super Duty 1-Ton Dump**

**October XX, 2024**

**Notice to Bidders**

Kendall County Forest Preserve District is accepting sealed bids for the purchase of a 1-ton dump truck with a box, salt spreader, and plow assembly, including a trade-in deduct for a 2008 Ford F350 Super Duty 1-Ton Dump.

Deduct alternate pricing is requested for a mild steel dump box (specifications for a stainless steel box are to be included within the base bid amount), and for a second deduction representing the cost for purchase and mounting of the specified Monroe salt spreader.

Specifications, conditions and bid forms are available at the Forest Preserve District Office, 110 W. Madison Street, Yorkville, IL 60560.

The bid opening will be on November 21, 2024 at 2:00 APM. Additional information may be obtained by calling (630) 553-2296.

## CONDITIONS

1. Bids shall be made upon the form(s) provided and all blank spaces in the form(s) shall be fully completed in ink. Signatures shall be in long hand and the completed form shall be without delineations, alterations, or erasures. Bids shall be submitted in a sealed envelope marked "Kendall County Forest Preserve District Dump Truck" to Kendall County Forest Preserve District, 110 W. Madison Street, Yorkville, IL 60560 by 2:00 P.M. on November 21, 2024.
2. The bidder certifies that delivery of the trucks will be made not later than 90 days from the date of award of the bid by Kendall County Forest Preserve District.
3. Kendall County Forest Preserve District reserves the right to reject any or all bids, to waive any irregularities in the bids, and to accept in whole or in part such bid or bids as may be deemed to be in the best interest of Kendall County Forest Preserve District.
4. Specifications provided for the dump truck, box, spreader, and plow assembly are minimum specifications. Each truck shall be supplied with owner's manual(s) at no extra cost. The successful bidder, if not located within 20 miles of the Kendall County Forest Preserve District office, shall deliver the new truck purchased to, and pick-up the trade-in truck from the Forest Preserve District at no cost to the Forest Preserve District.
5. The 2008 Ford F350 Super Duty 1-Ton Dump scheduled for trade-in for a total contract price deduction is available for inspection **by appointment only** at the Hoover Forest Preserve at 11285 W. Fox Road, Yorkville, IL 60560 by contacting the following Kendall County Forest Preserve District staff members:

Antoinette White, Acting Executive Director,  
[awhite@kendallcountyil.gov](mailto:awhite@kendallcountyil.gov)  
630-553-2296

David Guritz, Executive Advisor  
[dguritz@kendallcountyil.gov](mailto:dguritz@kendallcountyil.gov)  
630-553-4131

Scheduled appointments will be accepted Monday through Friday (except on holidays) between the hours of 9:00 AM to 3:00 PM through November 21, 2024.

## SPECIFICATIONS

### **1 Ton Diesel 4WD Dump Truck w/ Box, Spreader & Plow**

#### **TO BE INCLUDED IN THE BASE BID AMOUNT**

- New 2017 1-Ton 4WD Dump Truck w/ 137.5" wheelbase
- Body, chassis cab
- 13,200 lbs. GVWR
- 6.6L Duramax turbo diesel V8 w/ 445 hp @ 3000 rpm & 910 lb-ft torque @ 1600 rpm
- Allison 1000 6-speed automatic transmission, electronically controlled w/ overdrive, electronic grade braking and tow/haul mode
- Rear axle w/ 3.73 ratio
- Painted steel wheels w/ LT235/80R17E all-terrain blackwall tires, including the spare tire
- Solid color exterior paint – Summit White
- 40/20/40 Split-Bench front seat w/ cloth seat trim, center fold-down armrest and storage
- AM/FM stereo, 4.2" color display, USB ports, auxiliary jack, SD card slot & 4 speakers
- Snow plow prep package including power feed for backup and roof emergency light, 220-amp alternator, forward lamp wiring harness, underbody shields and heavy duty front springs.
- Power take off (PTO) engine control provisions
- Power steering
- Brakes, 4 wheel antilock, 4-wheel disc with dual rear wheel
- Air conditioning, single zone
- Steering column, manual tilt-wheel
- 6-gauge cluster including speedometer, fuel, engine temp, tach, voltage and oil pressure
- StabiliTrak stability control system with proactive roll avoidance and traction control
- Daytime running lamps with automatic exterior lamp control
- Dual-stage frontal and side-impact air bags
- Tire pressure monitoring system
- Engine block heater
- High capacity air cleaner
- Heavy duty locking rear differential
- Auxiliary external transmission oil cooler
- External engine oil cooler
- 220-amp alternator. Heavy duty 730 CCA maintenance free battery
- Integrated trailer brake controller
- Side 23-gallon diesel fuel tank
- Exhaust Brake
- Black tubular assist steps, 4" round (dealer installed)
- 1-Piece cover for radiator, grille and front bumper for winter weather
- Underbody shield, frame mounted, protecting front underbody, oil pan, differential case and transfer case.
- Aluminized stainless steel muffler and tailpipe
- Back-up alarm calibration
- Provision for cab roof-mounted lamp / beacon

**SPECIFICATIONS** – *CONTINUED (1 Ton Diesel 4WD Dump Truck w/ Box Spreader & Plow)*

- Mirrors, heated outside high-visibility vertical camper style
- Front chrome bumper
- Chrome grille surround. Halogen headlamps. Cargo area lamp with cab mounted switch
- Front frame-mounted recovery hooks
- Front molded splash guards
- Black rubberized vinyl floor covering
- Factory Upfit Switches

**Dump / Plow / Spreader Specs**

**HYDRAULICS PACKAGE**

**TO BE INCLUDED IN THE BASE-BID AMOUNT**

- MTE / FORCE AMERICA HYDRAULICS PACKAGE – DUMP / PLOW / SPREADER
- MANIFOLD VALVE ASSEMBLY
- 13 GALLON CAPACITY HYDRAULIC RESERVOIR / ENCLOSURE WITH INTERNAL FILTER
- FILLER / BREATHER CAP, LEVEL / TEMP SIGHT GLASS, ¾” MAGNETIC PLUG
- 60 P.S.I. CONDITION INDICATOR
- WEATHR TIGHT COVER
- HYDRAULIC RESERVOIR / ENCLOSURE WILL BE MOUNTED ON FRAME RAIL, POWDER COATED BLACK
- HOSES RAN TO REAR FOR SPREADER
- MISCELLANEOUS HOSES & FITTINGS
- FAN BELT KIT

**DUMP BOX**

**TO BE INCLUDED IN THE BASE-BID AMOUNT**

MTE-ZEE 9’ STAINLESS STEEL, 2-3 YD CAPACITY, RIGID SIDE, DUMP BODY

- 10 GA.FLOOR, 12 GA. SIDES & ENDS, 11” H SIDES, 17” H TAILGATE
- 55,000 PSI YIELD HIGH-STRENGTH STEEL CONSTRUCTION
- HD FRONT BULKHEAD WITH INTEGRAL 12” TAPERED CAB SHIELD & TAPERED LASER CUT WINDOW
- INTERNAL DIRT SHEDDING TOP RAILS & TAILGATE
- WESTERN-STYLE UNDERSTRUCTURE WITH 10 GA. LONG-MEMBERS
- SINGLE-LEVER RELEASE, QUICK DROP TAILGATE
- L.E.D. FMVSS108 LIGHTS & REFLECTORS
- 4 CORNER STROBE LIGHT SET UP WHITE ECCO LED IN BOX AND GRILL MOUNTED
- RUBBER REAR FLAPS
- UNDERCOATED & 100% DURABLE POWDER COATED BOX – COLOR: WHITE
- DOUBLE ACTING HOIST W/ STICK CONTROL MOUNTED IN CAB
- BACKUP ALARM
- 7-WAY CONNECTOR, ROUND SOCKET, FLAT PIN, RV STYLE
- ½” STEEL PLATE REAR HITCH WITH 2 ½ “RECEIVER (2” REDUCER) 7WAY PLUG 18,000# RATING W/PINTLE HOOK



**PLOW**

**TO BE INCLUDED IN THE BASE BID AMOUNT**

- 8 ½' WESTERN PRO-PLUS PLOW (HYDRAULIC) W/ 2-STICK CONTROL IN CAB

**SPREADER FOR BASE BID AND DEDUCT ALTERNATE**

**TO BE INCLUDED IN THE BASE-BID AMOUNT AND AS A DEDUCT ALTERNATE AMOUNT ON THE BID FORM**

- MONROE-TYPE SPREADER
- MILD STEEL
- 7 GA. TROUGH
- ¼" END PLATES
- FULL OPENING TOP AND BOTTOM CLEAN-OUT DOORS
- 6" AUGER DIAMETER
- QUICK DETACH MOUNTING BRACKETS
- TAILGATE SHIELDS
- POWDER COATED ORANGE
- SPREADER LIGHT AND SWITCH CENTER
- CONTROL CENTER MOUNTED IN CAB
- SPINNER – MS966-RF / OW / CD

**SELECTED DUMP BOX, PLOW & SPREADER EQUIPMENT SHALL BE INSTALLED & COMPLETELY OPERATIONAL**

**MILD STEEL DUMP BOX DEDUCT ALTERNATE**

**TO BE INCLUDED AS A DEDUCT ALTERNATE ON THE BID FORM**

MTE-ZEE 9' MILD STEEL, 2-3 YD CAPACITY, RIGID SIDE, DUMP BODY

- 10 GA. FLOOR, 12 GA. SIDES & ENDS, 11" H SIDES, 17" H TAILGATE
- 36,000 PSI YIELD HIGH-STRENGTH STEEL CONSTRUCTION
- HD FRONT BULKHEAD WITH INTEGRAL 12" TAPERED CAB SHIELD & TAPERED LASER CUT WINDOW
- INTERNAL DIRT SHEDDING TOP RAILS & TAILGATE
- WESTERN-STYLE UNDERSTRUCTURE WITH 10 GA. LONG-MEMBERS
- SINGLE-LEVER RELEASE, QUICK DROP TAILGATE
- L.E.D. FMVSS108 LIGHTS & REFLECTORS
- 4 CORNER STROBE LIGHT SET UP WHITE ECCO LED IN BOX AND GRILL MOUNTED
- RUBBER REAR FLAPS
- UNDERCOATED & 100% DURABLE POWDER COATED BOX – COLOR: WHITE
- DOUBLE ACTING HOIST W/ STICK CONTROL MOUNTED IN CAB
- ½" STEEL PLATE REAR HITCH WITH 2 ½ "RECEIVER (2" REDUCER) 7WAY PLUG 18,000# RATING W/PINTLE HOOK
- BACKUP ALARM
- 7-WAY CONNECTOR, ROUND SOCKET, FLAT PIN, RV STYLE

**TRADE-IN DEDUCT FOR A 2008 FORD F350 SUPER DUTY 1-  
TON DUMP**  
**ORIGINAL SPECIFICATIONS BELOW**

- Lt 225-75 RxX16 8 ply tires – front & rear mud and snow
- Engine oil cooler & trans oil cooler
- Heavy duty alternator – 105 Amp
- Auxiliary battery – for plow
- stainless steel mirrors
- Spare tire
- Auto trans
- Minimum – 350 C.I.D. v-8 engine
- AM radio/FM
- All gauges in dash
- Power steering
- Power brakes
- Standard interior

**CURRENT CONDITION AS-IS**

- Year/Make/Model: 2008 Ford F350 Super Duty 1-Ton Dump
- Mileage: 55,732
- VIN# 1FDWF37Y78ED75075
- Working condition: Starts but breaks not functional; must be towed
- Known issues: Rust damage to hydraulic lines; odometer not functional; R & R break line damage



**KENDALL COUNTY FOREST PRESERVE DISTRICT**

110 W. Madison Street \* Yorkville, Illinois 60560 (630) 553-2296

**BID FORM**  
**RETURN WITH BID**

BID OPENING: November 21, 2024 2:00 P.M.

BID SUBMITTED BY: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone ( \_\_\_\_\_ ) \_\_\_\_\_

**Bid Prices**

1 Ton 4WD Diesel Dump Truck w/ Box, Spreader & Plow: \$ \_\_\_\_\_

Trade-in Deduct 2008 Ford F350 Super Duty 1-Ton Dump: (\$ \_\_\_\_\_)

**TOTAL BASE BID AMOUNT** \$ \_\_\_\_\_

**Total Bid Price to Supply All Equipment Specified less Trade-in Deduct Value:**

TOTAL COST: \$ \_\_\_\_\_  
(FIGURES)

TOTAL COST: \_\_\_\_\_  
(WORDS)

**Mild Steel Box Deduct Alternate** (\$ \_\_\_\_\_)

**Monroe Spreader Deduct Alternate** (\$ \_\_\_\_\_)

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

**ORDINANCE NO. 24-10-001**

**AUTHORIZING THE EXECUTION OF A LICENSE AGREEMENT BETWEEN THE KENDALL COUNTY FOREST PRESERVE DISTRICT AND SUNRISE NORTH THERAPEUTIC RIDING, INC. FOR THE OPERATION OF A THERAPEUTIC RIDING PROGRAM AT ELLIS HOUSE AND EQUESTRIAN CENTER**

WHEREAS, the Kendall County Forest Preserve District ("DISTRICT") owns certain property at Baker Woods Forest Preserve in Kendall County commonly known as the Ellis House and Equestrian Center; and

WHEREAS, there is located on said property buildings and improvements commonly known as the Ellis House, Ellis Stable and Indoor Riding Arena, Outdoor Riding Arena, Fenced Feed Lot and Pastures, and Storage Barn; and

WHEREAS, the DISTRICT desires to continue to accommodate the operation of the Sunrise North Therapeutic Riding, Inc. ("LICENSEE") therapeutic riding program for individuals with disabilities; and

WHEREAS, due to its limited resources, the DISTRICT has determined that the most efficient and cost-effective manner of operating a therapeutic riding program is through the licensing of an outside organization; and

WHEREAS, LICENSEE is a not-for-profit 501(C)3 charitable organization incorporated for the specific purpose of providing therapeutic equestrian activities for individuals with disabilities; and

WHEREAS, pursuant to the Downstate Forest Preserve District Act (70 ILCS 805/7b) the DISTRICT is authorized to issue a license for any activity reasonably connected with DISTRICT purposes; and

WHEREAS, the DISTRICT and LICENSEE desire to continue the operation of a therapeutic riding program at the Ellis House and Equestrian Center as provided for herein.

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

1. The recitals set forth above are incorporated herein and made part hereof.
2. The President is hereby authorized to sign, and the Secretary is hereby directed to attest to, the agreement attached hereto and made a part hereof as Exhibit 1 entitled "A License Agreement for the Operation of a Therapeutic Riding Program at Ellis House and Equestrian Center."
3. The Executive Director is hereby delegated the responsibility of carrying out the terms of said License Agreement.
4. The Secretary is hereby directed to transmit a certified copy of this Ordinance to the Executive Director, and Board of Trustees of Sunrise North Therapeutic

Riding, Inc., to the attention of Kris Mondrella, 23061 South Thomas Dillon Drive, Channahon, IL 60410.

PASSED AND APPROVED by the President and Board of Commissioners of the Kendall County Forest Preserve District this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

APPROVED: \_\_\_\_\_  
President

ATTEST: \_\_\_\_\_  
Secretary

## EXHIBIT 1

### A LICENSE AGREEMENT FOR THE OPERATION OF A THERAPEUTIC RIDING PROGRAM AT ELLIS HOUSE AND EQUESTRIAN CENTER

THIS LICENSE AGREEMENT is made and entered into by and between the KENDALL COUNTY FOREST PRESERVE DISTRICT, ILLINOIS, a body corporate and politic, hereinafter referred to as the "DISTRICT," and SUNRISE NORTH THERAPEUTIC RIDING, INC., an Illinois not-for-profit corporation, hereinafter referred to as the "LICENSEE."

#### WITNESSETH:

WHEREAS, the DISTRICT owns certain property in Kendall County at Baker Woods Forest Preserve commonly known as the Ellis House and Equestrian Center; and,

WHEREAS, there is located on said property buildings and improvements commonly known as the Ellis House, Ellis Stable and Indoor Riding Arena, Outdoor Riding Arena, Fenced Feed Lot and Pastures, and Storage Barn; and,

WHEREAS, the DISTRICT desires to continue to accommodate the operation of the LICENSEE'S therapeutic riding program for individuals with disabilities; and,

WHEREAS, due to its limited resources, the DISTRICT has determined that the most efficient and cost-effective manner of operating a therapeutic riding program is through the licensing of an outside organization; and,

WHEREAS, LICENSEE is a not-for-profit 501(C)3 charitable organization incorporated for the specific purpose of providing therapeutic equestrian activities for individuals with disabilities; and,

WHEREAS, pursuant to the Downstate Forest Preserve District Act (70 ILCS 805/7b) the DISTRICT is authorized to issue a license for any activity reasonably connected with DISTRICT purposes; and,

WHEREAS, the DISTRICT and LICENSEE desire to continue support for the operation of a therapeutic riding program at the Ellis House and Equestrian Center as provided for herein.

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

#### **1.00 LICENSE GRANTED**

1.01 Purpose: Except as otherwise provided in Section 4.05, LICENSEE, as the DISTRICT's exclusive licensee, is hereby authorized to operate a therapeutic riding program as defined in Section 1.02 for furthering the purposes and objectives of the DISTRICT. This Agreement grants only a contractual license to use the Subject Property under the terms and conditions state herein. Further, the rights granted by DISTRICT herein shall vest only in LICENSEE and no such

rights shall vest in any of LICENSEE'S employees, agents, subcontractors or partners, if any. Nothing in this Agreement shall be construed to convey to Licensee any legal or equitable interest in the Subject Property containing the LICENSED PREMISES.

1.02 Licensed Premises: The LICENSED PREMISES shall consist of exclusive rights and use of up to five of the ten horse stalls and a tack and equipment storage area at the Ellis Stable, including shared and scheduled access and use of the attached Indoor Arena within the access limits set forth in Sections 2.04 and 2.05, access and use of the Outdoor Arena, Fenced Feed Lot and Pasture Areas; access and use of the Storage Barn within the limits set forth in Sections 2.04 and 2.05; access and use of the Ellis House Reception Area and Classroom within the limits set forth in Sections 2.04 and 2.05; and use of the Ellis House subject to the limits set forth in Sections 2.04 and 2.05. LICENSEE acknowledges that all areas are shared use and subject to modification with advance notice as described in Section 4.05.

1.03 License Fees and Charges: During the term of the agreement (January 1, 2025 to December 31, 2025) LICENSEE shall pay the DISTRICT a monthly license fee of eight hundred dollars (\$800.00) on the first day of each month.

1.04 Use of Parking Areas, Entry Drives and Trails: Licensee shall have the right to utilize the main parking area adjacent to Ellis House, including access to ADA parking stalls, and the overflow gravel lot for staff, volunteer and program participant parking. Additionally, LICENSEE shall have the right to use the limestone surfaced trails for horse riding and conditioning of horses.

1.05 Condition of the Licensed Premises: The LICENSEE has inspected the LICENSED PREMISES and structures prior to signing this Agreement and accepts the conditions of these "as is" and in the condition they exist as of the date of the Agreement, and further agrees to make no demands on the DISTRICT for any improvements, modifications or alterations.

1.06 Term: This Agreement shall be for the term of twelve (12) months commencing from January 1, 2025 and ending upon December 31, 2025. LICENSEE may, subject to written approval of the DISTRICT, renew this agreement for an additional three-year term, provided that LICENSEE serves written notice thereof on the DISTRICT'S Executive Director at least ninety (90) days prior to the expiration of the Agreement. This Agreement and terms, including annual License fees, will be reviewed on an annual basis, or as the need arises, to address changes in the scope of DISTRICT or LICENSEE operations, with any proposed amendments subject to approval in writing by the DISTRICT'S Board of Commissioners and the LICENSEE'S Board of Trustees.

## **2.00 LICENSEE RIGHTS**

2.01 Coordination and Scheduling: LICENSEE shall have the exclusive responsibility for scheduling all LICENSEE activities on the LICENSED PREMISES. If LICENSEE wishes to conduct a program that extends beyond the established carrying capacity, LICENSEE shall obtain a Special Use Permit from

the DISTRICT. The DISTRICT will consider waiving fees and charges for use of the Ellis House and grounds and use of tables and chairs to support LICENSEE fundraising activities provided the proposed event or activity is scheduled during off-peak rental periods so as not to impact potential revenues.

2.02 Horse Care: The DISTRICT shall be required to stall-feed daily supplements and grain to LICENSEE horses six days per week, each and every week, Tuesday through Saturday, and Sunday evenings. The LICENSEE shall extend horse care and feeding of all DISTRICT and LICENSEE horses on Sunday mornings and Mondays of each week, each and every week, with this schedule subject to modification in coordination with Ellis House and Equestrian Center horse care staff members.

The DISTRICT shall provide stall boarding with daily pasture and/or feed lot turnout for pasture grass and/or grass hay feeding subject to weather and ground conditions and at the discretion of the DISTRICT and LICENSEE. The DISTRICT shall provide grass hay for feeding from its hayfield harvest stores. The LICENSEE shall pay for all required grain and supplements for its horses, and the DISTRICT shall pay for all required grain and supplements for its four horses.

The DISTRICT is responsible for insuring that water is available at all times to the LICENSEE'S horses. The DISTRICT will check to insure water supplies are adequate twice daily Tuesdays through Sundays, and on Mondays with advanced notice where the DISTRICT is covering horse care responsibilities for the LICENSEE.

LICENSEE horses will be stalled during overnight hours, with the DISTRICT providing sufficient stall shavings at the DISTRICT'S cost subject to the LICENSEE'S care instructions. The DISTRICT shall clean the LICENSEE'S assigned stalls once daily Tuesday through Sunday of each week, replacing stall shavings as needed per instructions from the LICENSEE.

The LICENSEE and the DISTRICT shall cooperatively arrange and schedule for routine veterinary and farrier care services, as it is understood that the LICENSEE and DISTRICT will recognize cost efficiencies from reducing scheduled visits. The DISTRICT and the LICENSEE shall each pay veterinary and farrier costs incurred for the horses owned by each entity separately, and professional service providers shall be directed to bill each entity separately. Any visits beyond routine appointments will be scheduled and paid in full separately by each entity for its owned horses.

2.03 Horse Use in Programs: The LICENSEE and the DISTRICT agree to extend shared use of horses to support each entity's program services. Shared use shall be determined based on suitability for use and exchange within programs, with the understanding that the capacity of both programs will benefit from the exchange. The LICENSEE may limit access and use of LICENSEE horses should LICENSEE horse behavior or health issues warrant limiting of program exchanges. The DISTRICT may limit access and use of DISTRICT horses should DISTRICT horse behavior or health issues warrant limiting of



program exchanges. LICENSEE may elect to extend training to DISTRICT horses in order to improve behavior and program suitability.

2.04 Monthly Schedule: LICENSEE and the DISTRICT will cooperate with coordination of a shared schedule of activities and programs to be held on the LICENSED PREMISES in order to enable the DISTRICT and LICENSEE to schedule and coordinate all program activities and events, as well as perform necessary maintenance, construction, and ensure site security of DISTRICT facilities. Each month's schedule shall be posted to both the stable schedule organizer and DISTRICT'S master calendar updated in real time as reservations are scheduled. Any changes to the schedule which will impact the DISTRICT staff and programs, or the LICENSEE'S staff and programs shall be immediately conveyed in writing to the DISTRICT'S Equestrian Program Coordinator and Farm Manager, and the LICENSEE'S program coordinator.

2.05 Use Limits: LICENSEE may accept program reservations for use of the LICENSED PREMISES up to 6-months prior to the program delivery date on a rolling calendar basis. LICENSEE shall avoid scheduling programming during afternoon hours where weddings or other large events are scheduled. LICENSEE peak program activity is Sunday and Monday of each week, with a limited number of additional sessions scheduled on Tuesdays, Wednesdays, and Thursdays.

During the winter months where Indoor Arena use is shared, and during the summer months where Outdoor Arena use is shared (or the Indoor Arena in case of inclement weather), the DISTRICT and LICENSEE will split the arena in use into two equal areas, or stagger lesson times for full arena use, and the DISTRICT will limit scheduling to no more than two lesson students for participation at any one time.

LICENSEE will limit accepting reservations year-round on those dates where the DISTRICT has scheduled a birthday party or summer camp program where it is understood that the DISTRICT may have need for use of up to two of the LICENSEE'S horses to support its summer camp program subject to the provisions outlined in Section 2.03.

LICENSEE shall have the usage of the facility for all of their current riding clients, including those that are not involved in the therapeutic riding program. However, any new clients/riders that are seeking lessons or riding in the future, and who are not in the therapeutic riding program, shall be referred to the DISTRICT for such services.

2.06 Licensee Staff and Volunteer Access: LICENSEE shall have access to LICENSED PREMISES at all times during the LICENSEE'S programs. The LICENSEE is fully responsible for, and assumes full liability for its paid employees, staff, volunteers and patrons during all scheduled use of the LICENSED PREMISES during its therapeutic riding sessions, programmed use of facilities, and support of horse care operations and maintenance.

2.07

2.08 Improvements: LICENSEE may, at its expense, make or construct or cause to be constructed, alterations, repairs or other improvements to the LICENSED PREMISES, provided written approval is first obtained from the DISTRICT'S Board of Commissioners. Absent a written agreement to the contrary, LICENSEE shall not be entitled to reimbursement of the value of any improvements made to the LICENSED PREMISES.

2.09 Caterers: When a caterer is to be utilized by LICENSEE, LICENSEE shall be responsible for selecting a caterer from the Ellis House Approved Caterer's List and/or selecting a caterer that both qualifies for, and submits an application for enrollment in the District's Approved Caterers' program.

2.10 Licensee Staff: LICENSEE shall employ sufficient paid staff and unpaid volunteers to operate and manage the LICENSEE'S program, and shall discipline any employee or volunteer whose conduct or activity shall, in the reasonable exercise of discretion, be deemed as detrimental to the interest of the public utilizing the LICENSED PREMISES. The DISTRICT shall also have the authority to remove any employee or volunteer from the LICENSED PREMISES in their sole discretion whenever the Executive Director determines such action to be in the DISTRICT'S best interest. The DISTRICT will make a reasonable attempt to contact the LICENSEE upon taking such action. *Also see Section 2.06.*

2.11 Sales: LICENSEE may sell items appropriate to its programs and events in accordance with the guidelines of the DISTRICT, and may charge admission or service fees for its programs and functions held on the LICENSED PREMISES. Unless specifically authorized by the DISTRICT, no other group or individual utilizing the LICENSED PREMISES shall be allowed to sell any goods or items other than food or non-alcoholic beverages, nor may they charge the public any entrance, admission or service fees without the written approval of the DISTRICT.

2.12 Prices: LICENSEE shall at all times maintain fair and reasonable prices and make available to the DISTRICT and public a complete list of the prices for all goods and services, or combinations thereof, supplied to the public on or from the LICENSED PREMISES. LICENSEE shall establish its prices on the basis of the following considerations; (1) that the License is intended to serve the needs of the public at fair and reasonable cost; (2) comparability with prices charged in the Kendall County area for similar goods or services; and (3) the reasonableness of the prices charged in view of the cost of providing the goods and services in compliance with the obligations assumed by the LICENSEE under this agreement.

2.13 Fixtures: LICENSEE shall not install any fixtures on the LICENSED PREMISES without the written approval of the DISTRICT'S Executive Director. As used in this Agreement, "fixture" means any item or article which is permanently attached to the LICENSED PREMISES, or which is attached in such

a manner that its removal would result in substantial damage to the LICENSED PREMISES. All fixtures installed by LICENSEE shall become the property of the DISTRICT. LICENSEE shall not be entitled to reimbursement for the value of any fixture installed on the LICENSED PREMISES.

2.14 Signs: LICENSEE may erect a sign it determines necessary for the operation of LICENSED PREMISES, but only if prior written approval therefore is obtained from the DISTRICT'S Executive Director. LICENSEE shall pay the costs related to the installation and maintenance of any sign. In addition, LICENSEE may display temporary signs for the sole purpose of identifying the location of and direction to the event, provided that the signs shall not be larger than 24" X 30" and shall be removed immediately upon the conclusion of the event. No temporary sign shall contain any political or commercial advertisement or endorsement.

2.15 Security Devices: LICENSEE may, at its expense, install any legal security system or equipment designed for the purpose of protecting LICENSEE'S property (fixtures/personal property) from theft, burglary, vandalism, smoke or fire, provided written approval for installation is first obtained from the DISTRICT'S Executive Director. Expenses for maintaining or repairing any such system or equipment, or any false alarm charges related thereto, shall be paid by the LICENSEE. LICENSEE shall not be responsible for any expense of any legal security system or equipment installed by the DISTRICT or designed for the purpose of protecting the DISTRICT'S property from smoke, fire, or theft.

### **3.00 LICENSEE RESPONSIBILITIES**

3.01 Compliance with Laws: LICENSEE shall comply with all applicable municipal, County and DISTRICT ordinances, state and federal laws and regulations, and all DISTRICT rules and regulations now in force or hereafter promulgated. LICENSEE shall obtain from the appropriate regulatory authority all necessary permits or licenses prior to beginning the construction of any improvements permitted under Section 2.08.

3.02 Trade Fixtures and Personal Property: LICENSEE shall provide such trade fixtures, equipment, riding implements, and other items as are required to properly operate LICENSEE programs. Within 14 days following the expiration of this Agreement, LICENSEE shall remove all trade fixtures, equipment, implements and other items from the LICENSED PREMISES, excluding such fixtures or improvements for which removal would damage or adversely impact DISTRICT grounds and buildings.

If LICENSEE fails to remove its fixtures, equipment, and other implements within said 14-day period, all right, title, and interest in and to such fixtures, equipment, and other implements shall vest in the DISTRICT. In addition, the DISTRICT may charge the LICENSEE for the cost of removing any fixtures, equipment, or other implements from the LICENSED PREMISES.

In the event the DISTRICT terminates this Agreement as a result of default by LICENSEE, the DISTRICT may retain such fixtures, equipment, or other

implements on the LICENSED PREMISES as is necessary, in the DISTRICT'S discretion, to mitigate any damages caused by the LICENSEE, and such fixture, equipment or implements shall become the property of the DISTRICT. If the DISTRICT elects not to retain any fixtures, equipment or implements, LICENSEE shall remove same from the LICENSED PREMISES within 30 days after the DISTRICT serves written notice of said election. If LICENSEE fails to remove its trade fixtures, equipment, and implements within the 30-day period, all right, title, and interest in and to such fixtures, equipment, and implements shall vest in the DISTRICT. In addition, the DISTRICT may charge LICENSEE for the cost of removing any fixtures, equipment, implements or other items from the LICENSED PREMISES.

3.03 Temporary Structures: LICENSEE may place temporary structures on the grounds of the LICENSED PREMISES. As used herein, temporary structures include, but are not limited to, tents, portable stages, tables, booths, bleachers, inflatables, electrical power sources, water services and communication equipment. All temporary structures shall be located in such a manner as to have the least impact on the ground and shall be removed within a reasonable time following the conclusion of a particular function. Any temporary structure that requires staking or digging shall require a proper underground utility survey. The DISTRICT reserves the right to restrict location of temporary structures if damage has occurred or where the DISTRICT determines in its sole discretion that the temporary structure is not appropriate for a location based on environmental, natural resource, or safety considerations.

3.04 Damage to District Property: LICENSEE shall be responsible for any damage to LICENSED PREMISES as a result of LICENSEE activities including, but not limited to, turf and ornamental landscape features, walls, floors, stairways, planters, underground utilities, and to the interiors or exteriors of buildings.

3.05 Payment and Collection of Taxes: LICENSEE shall collect and pay any sales tax or other required taxes in connection with the operation of the LICENSEE'S programs.

3.06 Disorderly Persons: LICENSEE shall not allow any disorderly person to remain on the LICENSED PREMISES.

3.07 Illegal Activities: LICENSEE shall not permit any illegal activity to be conducted upon the LICENSED PREMISES or on any other DISTRICT property and shall promptly notify the Kendall County Sherriff's Office through KenCom to assist in the removal of disorderly persons if necessary.

3.08 Habitation: The LICENSED PREMISES shall not be used as a living quarters for LICENSEE paid staff or volunteers.

3.09 Promotion: LICENSEE shall be responsible for promoting the LICENSEE'S programs to the general public. The DISTRICT and LICENSEE will support opportunities to cross-promote services including, but not limited to website content and information linkages, electronic newsletter features, annual reports, newspaper media, and social medial channels. The DISTRICT and

LICENSEE will support joint opportunities to raise funds needed for operations and capital improvements, with fundraising plans subject to approval by both the DISTRICT'S Board of Commissioners and LICENSEE'S Board of Trustees.

3.10 Custodial Maintenance and Horse Care: LICENSEE shall be responsible for supporting the maintenance and horse care of the Ellis House and Equestrian Center in a reasonably clean, safe and sanitary condition and for performing normal custodial maintenance before and following LICENSEE programs, including, but not limited to, sweeping of the barns and walkways, cleanup of tack and equipment, removal of manure from stalls, feed lot, and pasture areas, and reporting any needed maintenance to buildings and grounds to the DISTRICT. Specific horse care responsibilities are detailed in Section 2.02.

3.11 Sanitation: LICENSEE shall be responsible to support the maintenance of the Ellis House and Equestrian Center in a clean and sanitary condition. LICENSEE shall not permit any debris, refuse, offensive matter or substance constituting a health or fire hazard to remain or accumulate on the LICENSED PREMISES. The DISTRICT will provide the LICENSEE with access to facility dumpsters for trash and recycling, and access to the manure pile. In no event shall refuse be permitted to overflow from the dumpsters or from any receptacle furnished by the DISTRICT.

3.12 Outdoor Articles: LICENSEE shall, at its own expense, move outdoor articles such as, but not limited to, picnic tables, lawn furniture, portable stages or bleachers, tents, or portable toilets, in order to permit the DISTRICT to maintain the turf grounds of the Ellis House and Equestrian Center premises. The DISTRICT shall reasonably accommodate the needs of the LICENSEE in scheduling turf, grounds, and arena area maintenance.

3.13 Botanical Exhibits: Any LICENSEE plans for all horticultural improvements shall be approved by the DISTRICT'S Executive Director prior to installation.

3.14 Accounting and Financial Reporting: LICENSEE shall maintain books and records of the LICENSEE'S programs in conformity with generally accepted accounting principles so as to present fairly and accurately the financial position and results of operating the LICENSEE program.

The books and records maintained shall consist of:

- a. Books of original entry, such as cash receipts;
- b. An accounting of expenditures prepared in a businesslike manner with approved documentation for each expenditure; and
- c. Documentation required to verify payment of applicable state, federal and local taxes, such as, but not limited to, tax returns.

LICENSEE also shall provide the DISTRICT with an annual accounting report or audit. This report shall be furnished in a timely and businesslike manner, and shall include a management letter delivered to the DISTRICT'S Executive Director. All

records and systems shall be available to the DISTRICT for inspection at any time during the term of the Agreement.

3.15 Days and Hours of Operation: LICENSEE shall make all reasonable attempts to schedule LICENSEE programs within this Agreement during the day and evening hours for year-round use on a seven day per week basis. The general use periods for any program day shall not begin earlier than 6:00 am, or end later than 11:00 pm. Any exceptions to the use hours must be approved in advance by Special Use Permit from the DISTRICT. LICENSEE shall also publish public phone numbers and email addresses in order to provide telephone answering service during staffed and non-staffed hours, and shall promptly respond to all public phone inquiries within 72 hours.

During the hours when preserves are normally closed (beginning one hour after sunset and ending one hour after sunrise), all areas not part of the Ellis House and Equestrian Center LICENSED PREMISES shall be closed to the LICENSEE'S patrons, staff and volunteers unless otherwise allowed by a Special Use Permit from the DISTRICT.

3.16 Utility and Service Charges: LICENSEE shall be responsible for providing and paying for its telephone and internet (email) services used to conduct the business of LICENSEE'S programs. In addition, LICENSEE shall be responsible for paying for any and all utility services beyond base services to be covered by the DISTRICT, with base services covered including water, electric, DISTRICT phone, security (other than those procured pursuant to Section 2.16 above) and fire monitoring, natural gas, and electricity. Any additional utility and telephone service extended shall be in the LICENSEE'S name. LICENSEE hereby waives any and all claims against the DISTRICT for compensation for loss or damage caused by any defect, deficiency or impairment of any utility, water supply, drainage, waste, septic, heating or gas system, or in any electrical apparatus or wire serving the LICENSED PREMISES.

3.17 Safety: LICENSEE shall be solely responsible for the safety of all LICENSEE paid employees, volunteers, and patrons utilizing the LICENSED PREMISES and for ensuring that the LICENSED PREMISES are maintained at all times in a reasonably safe condition during all LICENSEE programs. LICENSEE shall promptly correct any unsafe condition or practice under its control and shall promptly notify the DISTRICT of any such condition under the DISTRICT'S control. Until the unsafe condition or practice is corrected, the affected area shall be closed to the public. LICENSEE shall make reasonable efforts to obtain emergency medical care for any person requiring such care as a result of illness or injury occurring on the LICENSED PREMISES during LICENSEE programs and maintenance support activities. LICENSEE shall also use its best efforts to fully cooperate with the DISTRICT in the investigation of any illness, injury, or death occurring on the LICENSED PREMISES, including providing prompt written reports thereof to the DISTRICT'S Executive Director.

3.18 Payment of Taxes: The rights granted herein to the LICENSEE may be subject to real property or leasehold taxation or other assessment and the

DISTRICT makes no claims as to the tax status of the Subject Property. As required by 35 ILCS 200/15-15 of the Illinois Property Tax Code, the DISTRICT will file a copy of the Agreement and a complete description of the LICENSED PREMISES with the assessment officer. In the event the LICENSED PREMISES should be assessed and taxed pursuant to 35 ILCS 200/15-15, at any time during the term of this License, it shall be the obligation of the LICENSEE to pay such taxes as are incurred during that term. At the termination of this Agreement, LICENSEE shall pay all taxes incurred, though not yet due and owing. Any such taxes shall be prorated to parallel the License term. LICENSEE shall pay, before delinquency, all taxes, assessments, fees or charges which at any time may be levied by the state, county or tax or other assessment-levying body upon the LICENSED PREMISES or LICENSEE'S rights therein.

3.19 Cooperation: LICENSEE acknowledges that the DISTRICT may, from time to time, construct improvements, alterations or additions to the LICENSED PREMISES. The construction work will be scheduled at a time that is mutually satisfactory to the parties. LICENSEE shall cooperate with the DISTRICT in the event the construction affects LICENSEE'S use of the LICENSED PREMISES by vacating and removing from any affected area all personal property and trade fixtures as required by construction. LICENSEE further agrees to cooperate with the DISTRICT with respect to the DISTRICT'S responsibility for repair and maintenance under Section 5.02 by removing any personal property or trade fixtures necessary in order for the DISTRICT to perform such repair and maintenance.

#### **4.00 DISTRICT RIGHTS**

4.01 Use of Licensed Premises: The DISTRICT shall have the right to access and utilize the LICENSED PREMISES at all times for its own purposes, including, but not limited to, to support DISTRICT operations, perform daily horse care responsibilities, to perform routine maintenance, and to ensure public safety. The DISTRICT shall participate in joint scheduling of the Indoor Arena and Outdoor Arena so as not to unreasonably interfere with the LICENSEE'S planned and scheduled program activities, and LICENSEE shall participate in joint scheduling of the Indoor Arena and Outdoor Arena so as not to unreasonably interfere with the DISTRICT'S planned and scheduled program activities. LICENSEE base access rights to the Indoor and Outdoor Arena are detailed in Section 2.05.

4.02 District Improvements: The DISTRICT may construct additions, alterations, repairs, or other improvements to the LICENSED PREMISES, in which case LICENSEE shall cooperate with the DISTRICT as required under Section 5.02. In making the improvements, the DISTRICT will make every reasonable effort to avoid unnecessary destruction of or injury to the trees, shrubs, turf, buildings, or other landscaping on the LICENSED PREMISES. In the event construction of a particular improvement materially interferes with the operation of the LICENSED PREMISES or LICENSEE programs, as determined by the DISTRICT, LICENSEE shall suspend Licensed operations and vacate the premises, but the terms of the Agreement shall continue in full force and effect,

with the exception that the LICENSEE shall not be required to pay the license fee during the suspension period. LICENSEE shall resume full and complete operation of the LICENSEE programs within 14-days following written notice from the DISTRICT'S Executive Director that the LICENSED PREMISES are free of construction debris and in operable condition.

4.03 Right of Entry: Any officer, employee or agent of the DISTRICT may enter upon the LICENSED PREMISES at any and all reasonable times for the purpose of determining whether the LICENSEE is complying with the terms and conditions of this Agreement, and for any other purpose incidental to the rights of the DISTRICT under this Agreement. In the event of an unauthorized abandonment, vacation or discontinuance of License operations, LICENSEE hereby irrevocably authorizes the DISTRICT'S officers and employees thereof to (1) take possession of the LICENSED PREMISES, including all improvements, equipment, implements, fixtures, inventory and personal property thereon; (2) remove any and all persons or property on the LICENSED PREMISES and place such property in storage at the expense of LICENSEE; (3) license or sub-license the LICENSED PREMISES; and (4) after payment of all expenses arising from such licensing or sub-licensing, apply payment realized therefrom to the satisfaction or mitigation of all damages arising from LICENSEE'S breach of this Agreement. Entry by the DISTRICT upon the LICENSED PREMISES for the purpose of exercising authority herein as agent of LICENSEE shall be without prejudice to the exercise of any other rights provided for herein, including, but not limited to those within Section 3.02 or by law to remedy a breach of this Agreement.

4.04 Easements: The District reserves the right to establish, grant, or utilize utility easements or right-of-way over, under, along and across the LICENSED PREMISES for all lawful purposes to and from any portion of the Baker Woods Forest Preserve which includes the Ellis House and Equestrian Center, provided that the DISTRICT shall exercise such rights in a manner which, if possible, will minimize interference with the operation of the LICENSED PREMISES.

4.05 Modification of Licensed Premises: LICENSEE acknowledges that the DISTRICT reserves the right to modify the boundary of the LICENSED PREMISES if it is determined to be in the public's best interest. LICENSEE shall cooperate with the DISTRICT concerning any modification to the LICENSED PREMISES.

## **5.00 DISTRICT OBLIGATIONS**

5.01 Certificate of Occupancy and Warranties: The DISTRICT shall maintain a certificate of use and occupancy for the LICENSED PREMISES from the appropriate building authority. The District makes no warranties, either expressed or implied, with respect to the LICENSED PREMISES.

5.02 Repair and Maintenance: The DISTRICT shall be responsible for all repairs and maintenance (other than those specified in Section 2.08 and provisions of Section 3) to the LICENSED PREMISES. The DISTRICT will repair any interior damage caused by defects or failures in the LICENSED PREMISES, excluding



damage to the facility caused by LICENSEE and fixtures (if any), personal property or implements installed or stored by the LICENSEE. The DISTRICT shall maintain the grounds of the Ellis House and Equestrian Center.

5.03 Facilities Access: The DISTRICT will provide the LICENSEE with keys for accessing the Ellis House reception and classroom areas (only); Ellis Stable; and Storage Barn. LICENSEE will be responsible for ensuring that facilities and pastures are securely locked before and following each access and use. All doors, with the exception of the Ellis Stable, are to be locked at all times when not occupied by LICENSEE'S paid staff and volunteers.

## **6.00 HOLD HARMLESS AND INDEMNIFICATION**

6.01 Personal Injury, Death, or Property Damage-Indemnification by LICENSEE: LICENSEE shall defend with counsel of the DISTRICT'S own choosing, save, indemnify, keep an hold harmless the DISTRICT and all of its elected officials, past, present and future Commission members, officers, servants, agents, and employees from all damages, suits, liabilities, causes of action, costs and expenses, in law or equity, including costs of suit and reasonable attorney and expert witness fees, that may at any time arise or be claimed by any person, including the agents, servants, employees, or contractors of the LICENSEE and/or the DISTRICT, on account of any loss, damage, personal injury, sickness, death or property damage ("Claims") arising out of the LICENSEE'S rights, responsibilities or actions under this Agreement when such claim is caused by an act or omission to act on the part of LICENSEE or its agents, servants, employees or contractors that allegedly constitutes, without limitation:

- a. Negligence;
- b. Willful and Wanton conduct;
- c. Creation or maintenance of a dangerous condition on the LICENSED PREMISES;
- d. Breach of warranty, expressed or implied;
- e. Defectiveness of any product; or
- f. Actionable intentional infliction of harm.

In the event any person or any partnership, corporation, company or other entity recovers a judgement or settlement against the DISTRICT or any of its elected officials, officers, agents or employees by reason of any of the aforementioned acts or omissions, LICENSEE shall indemnify same in an amount equal to the judgment or settlement (and for all related costs and expenses), provided timely notice of the suit or claim giving rise to the judgment or settlement was given to LICENSEE and LICENSEE was given a reasonable opportunity to defend the suit or claim.

The DISTRICT does not waive its defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 *et seq.*) by reason of indemnification or insurance. Indemnification shall survive the termination of this contract.

6.02 Environmental and Health Hazards Disclosure: The Licensee acknowledges and accepts the risks associated with the presence of environmental health hazards including, but not limited to, lead-based paint, asbestos or mold.

The Ellis House and Equestrian Center premises were not constructed before 1978. Regardless, the LICENSEE and the DISTRICT shall use best practices for safe repairs and other improvements to the LICENSED PREMISES.

6.03 Mechanic's Liens: Should LICENSEE contract with any party to perform work on the LICENSED PREMISES, it shall include the following Lien Waiver Clause in such contracts:

"Contractor hereby waives any claim of lien against subject premises on behalf of Contractor, its officers, insurers, employees, agents, suppliers and/or sub-contractors employed under this Agreement. Upon completion of the project and as a condition prior to payment in full, Contractor shall tender to Client a final waiver of lien for all subcontractors and/or suppliers."

LICENSEE shall defend, indemnify and hold harmless the DISTRICT from all damages, suits, liabilities, costs and expenses, in law or equity, including reasonable attorney's fees, arising from any action brought by any mechanic, laborer, or material man in an action to enforce mechanic's liens filed with respect to work performed on the LICENSED PREMISES as a result of providing labor or materials thereon at the request of the LICENSEE. In the event a judgment or settlement is rendered in favor of the claimant in any such action, LICENSEE shall promptly obtain full satisfaction thereof through payment of all sums due thereon, provided LICENSEE was given timely notice of such lien or claim and a responsible opportunity to deny said suit or claim.

6.04 Waiver & Release of Liability: To the fullest extent permitted by the laws of the State of Illinois, LICENSEE hereby waives any and all rights or claims LICENSEE may have at any time against the DISTRICT, its Commissioners, officers, agents and employees for injury to or the death of any person, or for damage, destruction or loss of any property, sustained or incurred by LICENSEE or any person claiming by, through or under LICENSEE in connection with the exercise by such persons of the rights and privileges granted to LICENSEE hereunder, or the conduct of the licensed activities, except to the extent that such loss, damage or destruction is caused by the willful and wanton conduct of the DISTRICT or DISTRICT'S agents and employees. The risks and dangers of such licensed activities may arise from foreseeable or unforeseeable causes and by my participation in these activities, LICENSEE hereby assumes all risks and dangers and all responsibility for any losses and/or damages.

6.05 Privileges and Immunities: Nothing in Sections 6.01 or 6.04 of this Agreement shall be interpreted to waive, release or compromise the DISTRICT and/or the LICENSEE'S statutory or common law privileges and/or immunities which are fully reserved. There are not third party beneficiaries of this Agreement.

6.06 Force Majeure: Neither party will be responsible to the other for damage, loss, injury, or interruption of work if the damage, loss, injury, or interruption of work is caused solely by conditions that are beyond the reasonable control of the parties, and without the intentional misconduct or negligence, of that party (hereinafter referred to as a "force majeure event"). To the extent not within

the control of either party, such force majeure events include: acts of God, acts of any governmental authorities, fire, explosions or other casualties, vandalism, and riots or war. A party claiming a force majeure event ("the claiming party") shall promptly notify the other party in writing, describing the nature and estimated duration of the claiming party's inability to perform due to the force majeure event. The cause of such inability to perform will be remedied by the claiming party with all reasonable dispatch.

## **7.00 DESTRUCTION OF THE LICENSED PREMISES:**

7.01 Election by the District: If the LICENSED PREMISES are totally or partially destroyed by fire, earthquake, flood, storms, war, insurrection, riot, public disorder or any other causality, the DISTRICT may, at its option, either restore the LICENSED PREMISES or terminate this Agreement. If the DISTRICT elects to restore the LICENSED PREMISES, this Agreement shall continue in full force and effect, except that Licenses operations may, as determined by the DISTRICT, be suspended during the period of restoration. The LICENSEE will not be required to pay the monthly license fee during the suspension period. LICENSEE shall cooperate in the restoration of the LICENSED PREMISES by vacating and removing all fixtures and personal property for such periods as are required for the restoration.

## **8.00 INSURANCE**

8.01 General Requirements: LICENSEE shall procure, maintain and keep in force for the term of this Agreement policies of property, liability and if applicable, workers' compensation and employer's liability insurance. Such policies shall be issued by companies authorized to do business in the State of Illinois and approved by the DISTRICT. All policies shall be occurrence policies. Claims made policies are unacceptable. All policies shall be primary and not require contribution from the DISTRICT'S policies. No self-insured reserves shall be allowed except as approved in writing by the Executive Director of the DISTRICT. All liability and workers' compensation policies must include a waiver of subrogation in favor of the DISTRICT. The policies to be provided and maintained by the LICENSEE are as follows:

- a. Commercial general liability insurance with limits of not less than \$1,000,000 per occurrence bodily injury/property damage combined single limit; \$2,000,000 aggregate bodily injury/property damage combined single limit. The policy of commercial general liability insurance shall provide coverage for all liability for bodily injury, sickness, death and property damage arising from activities conducted on the LICENSED PREMISES and shall include coverage for (i) food and beverages served and all other goods sold or services rendered on the LICENSED PREMISES; (ii) contractual liability for the obligations assumed by the LICENSEE under Section 6.01. An endorsement for volunteers CG-20-21 is required for the LICENSEE who utilizes volunteer personnel services on the LICENSED PREMISES.
- b. Comprehensive motor vehicle liability insurance with limits of not less than \$1,000,000 per accident bodily injury/property damage combined single limit

covering LICENSEE'S owned, non-owned and rented vehicles if LICENSEE owns and/or operates such vehicles on the Licensed Premises.

- c. Minimum umbrella occurrence insurance of \$1,000,000 per occurrence and \$2,000,000 aggregate. The umbrella insurance shall provide coverage in excess of the insurance specified in subsections (a) and (b) above.
- d. Property insurance providing coverage against fire and extended coverage perils for all personal property, articles and equipment owned or leased by the LICENSEE which are situated on the LICENSED PREMISES. The property coverage shall cover losses on a replacement-cost basis.
- e. Workers' compensation and employer's liability insurance, including coverage for occupational diseases, covering all of the LICENSEE'S employees who perform work on the LICENSED PREMISES. Limits for the workers' compensation coverage shall be those required by the applicable workers' compensation statutes for the State of Illinois. Limits for the employer's liability coverage shall be not less than \$100,000 each accident/injury; \$100,000 each employee/disease; \$500,000 policy limit. In the event the LICENSEE has no employees covered under the applicable workers' compensation statutes, LICENSEE shall file with the DISTRICT'S Executive Director a statement to the effect in lieu of the policies required under this subsection. If at any time LICENSEE hires any person or persons covered by the applicable workers' compensation statutes, LICENSEE shall immediately obtain policies of workers' compensation and employer's liability insurance meeting the requirements hereinabove stated and shall file evidence thereof with the DISTRICT'S Executive Director as provided in Section 8.03.

8.02 Additional Insured: LICENSEE shall obtain certificates of insurance specifically naming the DISTRICT as an additional insured in the amounts specified for all coverage required in subsections a and c of Section 8.01. The certificates shall protect and inure to the benefit of the DISTRICT and its representatives including, but not limited to, its officers, elected officials, and employees.

The DISTRICT shall obtain certificates of insurance specifically naming the LICENSEE as an additional insured for the actual coverage limits held by the DISTRICT. The certificate(s) shall protect and inure to the benefit of the LICENSEE and its representatives including, but not limited to, its officers, elected officials, and employees. The coverage applicable to the additional insured under this provision shall be excess over any other valid and collectible insurance, whether contingent, excess or primary unless required by contract and **Occurrence or Wrongful Act** is because of the negligence of the insured. As a condition of coverage, the additional insured shall be obligated to tender the defense and indemnity of every **Claim** or **Suit** to all other insurers that may provide coverage to the additional insured, whether on a contingent, excess or primary basis.

8.03 Evidence of Insurance: LICENSEE shall furnish the DISTRICT with a certificate of insurance for each policy required herein. In addition, when requested by the DISTRICT, LICENSEE shall furnish copies of the actual policies and endorsements showing the coverage enumerated herein to be provided by the

LICENSEE. Any such certificates and policies shall provide that no change, modification or cancellation of any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company or companies to the DISTRICT. The DISTRICT'S failure to demand such certificate of insurance shall not act as a waiver of LICENSEE'S obligation to maintain the insurance required under this Agreement.

The DISTRICT shall furnish the LICENSEE with a certificate of insurance for each policy as indicated in section 8.02. In addition, when requested by the LICENSEE, DISTRICT shall furnish copies of the actual policies and endorsements showing the enumerated coverages to be provided by the DISTRICT. Any such certificates and policies shall provide that no change, modification or cancellation of any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company or companies to the LICENSEE. The LICENSEE'S failure to demand such certificate of insurance shall not act as a waiver of the DISTRICT'S obligation to maintain the minimal insurance coverage required under this Agreement.

8.05 Operation of License: Operation of the LICENSED PREMISES and LICENSEE programs shall not commence until the LICENSEE has complied with the aforementioned insurance requirements, and shall be suspended during any period that the LICENSEE fails to maintain said policies in full force and effect. Additionally, in the case of the LICENSEE'S failure to maintain the required insurance coverage, the DISTRICT may, at its discretion, either terminate this Agreement or procure such insurance and pay all premiums in connection therewith, and may thereafter charge said premiums to the LICENSEE. The LICENSEE shall pay the invoice submitted by the DISTRICT within 10 days of service of notice thereof as provided for in section 19.01.

8.06 Effect of Coverage: The insurance required under this Agreement does not represent that coverage and limits will necessarily be adequate to protect LICENSEE, nor be deemed as a limitation on LICENSEE's liability to the DISTRICT or others under this Agreement

## **9.00 TRANSFERS**

9.01 Sub-license or Assignment: Licensee shall not, without the express written consent of the DISTRICT, assign, sell, sub-license, hypothecate, mortgage or in any manner transfer its interest in this Agreement. Any attempted assignment, sale, sub-licensing, hypothecation, mortgage or transfer without the express written consent of the DISTRICT shall be void and shall constitute a default under this agreement.

9.02 Binding on Transferee: The provisions set forth in this Agreement shall be binding on each approved transferee, and the LICENSEE shall provide each transferee with a copy of this Agreement.

## **10.00 DISCRIMINATION PROHIBITED**

10.01 Equal Opportunity: In operating the LICENSED PREMISES and LICENSEE programs, LICENSEE, its officers, employees, and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all associated applicable rules and regulations. LICENSEE further agrees that it will not deny employment to any person or refuse to enter into any contract for the performance of any work or service of any kind by, for or on its behalf with respect to the operation of the LICENSED PREMISES and LICENSEE'S programs on the ground of unlawful discrimination as defined in the Illinois Human Rights Act.

10.02 ADA Compliance: In operating the LICENSED PREMISES and LICENSEE'S program, LICENSEE shall comply with all applicable provisions of the American with Disabilities Act of 1990 as amended, and the rules and regulations related thereto. The DISTRICT shall be responsible for ensuring structural compliance with the Americans with Disabilities Act.

10.03 Equal Use: The use of the LICENSED PREMISES shall be open on an equal basis to the general public.

## **11.00 TERMINATION**

11.01 Without Cause: Either the DISTRICT or LICENSEE may terminate this Agreement without cause. Such termination shall be effective not sooner than 90 days after written notice thereof has been served in accordance with Section 19.00.

11.02 For Cause: This Agreement may be terminated for cause by either party upon the occurrence of any one or more of the events of default hereinafter described in Section 12.00. As a condition precedent to termination under this Section, the party desiring termination shall give the other party (a) 14 days written notice by registered or certified mail, return receipt requested, of the date chosen for termination and the grounds therefor, and (b) and opportunity to remedy the default or be heard on or before the date set for termination, if written request is made therefore.

11.03 Damages: Upon termination pursuant to Section 11.02, the DISTRICT shall have the right to take immediate possession of the LICENSED PREMISES. LICENSEE shall remove all personal property from the LICENSED PREMISES within 90 days of the date of the Section 11.02 termination. If LICENSEE fails to remove its personal property within said 90 day period, all right, title, and interest in and to such property shall vest in the DISTRICT. If the termination was the result of a default by the LICENSEE, the DISTRICT may take possession of all LICENSEE owned fixtures and personal property located on the LICENSED PREMISES for the purpose of satisfying or mitigating any and all damages arising from the LICENSEE'S breach of this Agreement.

11.04 Guarantee of Rights: Action by the DISTRICT to effectuate a termination and forfeiture of possession shall be without prejudice to the exercise of any rights provided herein or by law to remedy a breach of this Agreement.

## **12.00 EVENTS OF DEFAULT**

12.01 Abandonment: The unauthorized abandonment or vacation of the LICENSED PREMISES by the LICENSEE.

12.02 Failure to Maintain: The failure on the part of the LICENSEE to maintain the LICENSED PREMISES in a clean, sanitary and safe state of repair where such condition continues for more than 10 days after written notice from the DISTRICT'S Executive Director to correct the condition.

12.03 Bankruptcy: The filing of a voluntary petition in bankruptcy by the LICENSEE; the adjudication of the LICENSEE as bankrupt; the appointment of a receiver of the LICENSEE'S assets; the making of a general assignment for the benefit of creditors; a petition or answer seeking an arrangement for the reorganization of the LICENSEE under any Federal Reorganization Act, including petitions or answers under Chapters X or XI of the Bankruptcy Act; the occurrence of any act which operates to deprive the LICENSEE permanently of the rights, powers and privileges necessary for the proper conduct and operation of the LICENSED PREMISES; or the levy of any attachment or execution which substantially interferes with the LICENSEE'S operations under this Agreement and which attachment or execution is not vacated, dismissed, stayed or set aside within a period of 60 days.

12.04 Discrimination: A determination made by the appropriate regulatory, state or federal agency that a violation of civil rights under the Americans with Disabilities Act or other form of discrimination has been practiced by the LICENSEE in violation of state or federal laws and where action to correct or mitigate the situation is not properly taken. Such action shall be suitable to the regulatory agency making a finding of discrimination.

12.05 Change in Corporate Purpose: Any changes in the LICENSEE'S corporate purposes which, in the discretion of the DISTRICT, are inconsistent with the Kendall County Forest Preserve District's purposes.

12.06 Failure to Notify: The failure by the LICENSEE to provide the DISTRICT with written notification of any change in the LICENSEE'S corporate purposes at least 30 days prior to the effective date of such change.

12.07 Failure to Perform – Licensee: The failure of the LICENSEE to keep, perform and observe all other promises, covenants and conditions set forth in this Agreement, where such failure continues for more than 14 days after receipt of written notice from the DISTRICT'S Executive Director demanding correction thereof, provided that where fulfillment of such obligation requires performance over a period of time and the LICENSEE shall have commenced to perform whatever may be required to cure the particular default within 10 days after such notice and thereafter continues such performance diligently and in good faith, said

time limit may be waived in the manner and to the extent allowed by the DISTRICT'S Executive Director.

12.08 Failure to Perform – District: Failure by the DISTRICT to perform within a reasonable time necessary maintenance or repairs to the LICENSED PREMISES or failure of the DISTRICT to keep, perform and observe all other promises, covenants and conditions set forth in this Agreement, where such failure continues for more than a reasonable period of time after receipt of written notice from the LICENSEE demanding correction thereof, provided that where fulfillment of such obligation requires performance over a period of time and the DISTRICT shall have commenced to perform whatever may be required to cure the particular default within 10 days after such notice and thereafter continues such performance diligently and in good faith, said time limit may be waived in the manner and to the extent allowed by the LICENSEE'S Board of Directors.

12.09 Revocation of Occupancy Permit: Revocation by the applicable regulatory authority of the certificate of occupancy for the LICENSED PREMISES because of a defect which cannot be cured by the DISTRICT within a reasonable time.

12.10 Waiver: A waiver by either party of any default of one or more of the covenants, conditions or terms of this Agreement shall not constitute a waiver of any subsequent or other default of the same or other covenant, condition or term herein contained, nor shall the failure on the part of either party to require exact, full and complete compliance with any of the covenants, conditions or terms herein contained be construed as in any manner changing the terms of this Agreement or estopping the other party from enforcing the full provisions contained herein. No delay, failure or omission of the DISTRICT to re-enter the LICENSED PREMISES or of either party hereto to exercise any right, power, privilege or option arising from any default, or any subsequent acceptance of payments then or thereafter accrued shall impair any such right, privilege or option, or be construed as a waiver of or acquiescence in such default or as a relinquishment of any right. Time is of the essence of this Agreement. No notice to LICENSEE shall be required to restore or revive "time is of the essence" after the waiver by the DISTRICT of any default. No option, right, power, remedy or privilege of either party hereto shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, privileges and remedies given the parties by this Agreement shall be cumulative.

### **13.00 SURRENDER**

13.01 Vacation of Premises: Upon the expiration or termination of his Agreement, LICENSEE shall peaceably vacate the LICENSED PREMISES and any and all improvements located thereon and deliver up the same to the DISTRICT in as good condition as received good condition, ordinary wear and tear excepted.



## **14.00 INTERPRETATION**

14.01 Headings: The headings herein contained are for convenience and reference only and are not intended to limit the scope of any Section.

**15.00 INDEPENDENT CONTRACTOR:** In performing the obligations hereunder, LICENSEE is engaged solely in the capacity of an independent contractor and not as a representative, agent, or employee of the DISTRICT, it being expressly understood that no relationship between the parties other than that of an independent contractor has been or is intended to be created. This Agreement does not constitute, and the parties hereto do not intend to create hereby, a partnership; joint venture; or relationship of master and servant, principal and agent, landlord and tenant or lessor and lessee, as it is mutually understood and agreed that the relationship created by this Agreement and the construction of the rights and duties hereunder is to be determined in accordance with the Illinois laws relating to licensor and Licensee.

LICENSEE understands and agrees that LICENSEE is solely responsible for paying all wages, benefits and any other compensation due and owing to LICENSEE'S officers, employees, and agents for the performance of services as described in the Agreement. LICENSEE further understands and agrees that LICENSEE is solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for LICENSEE'S officers, employees and/or agents who perform services as described in the Agreement. LICENSEE also acknowledges its obligation to obtain appropriate insurance coverage for the benefit of LICENSEE, LICENSEE'S officers, employees and agents and agrees that the DISTRICT is not responsible for providing any insurance coverage for the benefit of LICENSEE, LICENSEE'S officers, employees and agents. LICENSEE hereby agrees to defend with counsel of Kendall County's own choosing, indemnify and waive any right to recover alleged damages, penalties, interest, fees (including attorneys' fees), and/or costs from the DISTRICT, its board members, officials, employees, insurers, and agents for any alleged injuries that LICENSEE, its officers, employees and/or agents may sustain while performing services under the Agreement.

## **16.00 ENFORCEMENT**

16.01 Responsibility: The DISTRICT'S Executive Director shall be responsible for the enforcement of this Agreement on behalf of the DISTRICT and shall be assisted therein by such officers and employees of the DISTRICT as the Executive Director deems necessary.

## **17.00 ATTORNEY FEES AND COSTS**

17.01 Recovery of Costs: In any action with respect to this Agreement, the Parties are free to pursue any legal remedies at law or in equity. The prevailing party by 75% or more of damages sought, in any action brought pursuant to this Agreement, shall be entitled to reasonable attorneys' fees and court costs arising out of any action or claim to enforce the provisions of this Agreement. In awarding attorney fees, the Court shall not be bound by any Court fee schedule, but shall, in

the interest of justice, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.

## **18.00 DISTRICT LIAISON**

18.01 Staff Liaison: The DISTRICT will assign a staff liaison who shall be notified of all meetings of the LICENSEE'S Board of Directors, and who shall have the right to attend all board meetings of the members of the LICENSEE'S Board of Directors, except for those portions of meetings where license negotiations, legal proceedings, or legal actions, between the DISTRICT and LICENSEE are to be discussed. When discussed, these items shall be the last items handled before adjournments and no other business shall be conducted after the staff liaison exits from the meeting.

## **19.00 NOTICES**

19.01 Mailing Requirements: All notices required to be given under the terms of this Agreement or any applicable law shall be served either (a) personally during regular business hours; (b) by facsimile during regular business hours; or (c) by certified or registered mail, return receipt requested, placed in a sealed envelope with postage prepaid and deposited in the United States mail. Notices served upon the DISTRICT shall be addressed to the Executive Director, Forest Preserve District of Kendall County, 110 W. Madison Street, Yorkville, IL 60560, with copy sent to: Kendall County State's Attorney, 807 John Street, Yorkville, Illinois, 60560, fax (630) 553-4204, or such other place as may be designated in writing by the Executive Director. Notices served upon the LICENSEE shall be addressed to Sunrise North Therapeutic Riding, Inc. 23061 South Thomas Dillon Drive, Channahon, Illinois 60410. Notices served personally or by facsimile transmission shall be effective upon receipt, and notices served by mail shall be effective upon receipt as verified by the United States Postal Service.

## **20.00 CONFLICT OF INTEREST**

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

## **21.00 PROHIBITION OF RECORDATION**

21.01 Filing with Recorder of Deeds: This Agreement shall not, or shall any copy thereof or any statement, paper, or affidavit in any way or manner referring hereto, be filed in the Office of the Recorder of Deeds of Kendall County, Illinois, or in any other public office by the LICENSEE or anyone acting for the LICENSEE, and if the same be so filed, this Agreement, at the option of the DISTRICT, may be terminated, and the DISTRICT may declare such filing a default of this Agreement.

## **22.00 PERMITS AND LICENSES**

22.01 Alcoholic Beverages: DISTRICT ordinances provide that alcoholic beverages may be possessed and consumed in connection with the Ellis House and Equestrian Center only when food is dispensed for consumption on the Ellis House premises. LICENSEE will at all times during the term of this Agreement and any extension hereof comply with all DISTRICT ordinances and with all state and local laws and see that each caterer engaged for service by the LICENSEE has secured and maintained all liquor and food dispensing licenses and permits that may be required by law and the ordinances of Kendall County.

**23.00 LICENSE NOT LEASE**: The parties acknowledge that this agreement is a license agreement and not a lease. If a court of competent jurisdiction interprets or declares this document to be a lease the leasehold shall terminate twenty four hours after such interpretation or declaration and the leasehold shall be extinguished contemporaneous with such termination.

## **24.00 ENTIRE AGREEMENT**

24.01 Entire Agreement: This document constitutes the entire Agreement between the parties for the operation of the LICENSED PREMISES and LICENSEE'S programs for the calendar year 2025 license period. All other agreements, promises and representations with respect thereto are expressly revoked, as it has been the intention of the parties to provide for a complete integration within the provisions of this document and the exhibits attached hereto.

24.02 Modifications: This document may be modified only by further written agreement specifically referring to this Section. Any such modification shall not be effective unless approved and executed by the LICENSEE'S Board of Trustees and, in the case of the DISTRICT, until approved by the Board of Commissioners and executed by the President thereof.

**25.00 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.

**26.00 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.

**27.00 AUTHORITY TO EXECUTE AGREEMENT**: The DISTRICT and LICENSEE each hereby warrant and represent that their respective signatures set forth below have been and are on the date of this Agreement duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the \_\_\_\_ day of \_\_\_\_\_, 2024.

KENDALL COUNTY FOREST  
PRESERVE DISTRICT  
A body corporate and politic  
110 W. Madison Street  
Yorkville, IL 60560

SUNRISE NORTH THERAPEUTIC  
RIDING, INC.  
An Illinois Not-for-Profit Corporation  
23061 South Thomas Dillon Drive,  
Channahon, IL 60410

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

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

Title: \_\_\_\_\_

Attest: \_\_\_\_\_  
Seth Wormley, Secretary

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

**Exhibit 1: Agreement #24-10-001:  
Sunrise Center, Inc. – Sunrise North License Area  
Baker Woods Forest Preserve – Ellis House and Equestrian Center**

**1. License Agreement Area – Ellis House and Equestrian Center**



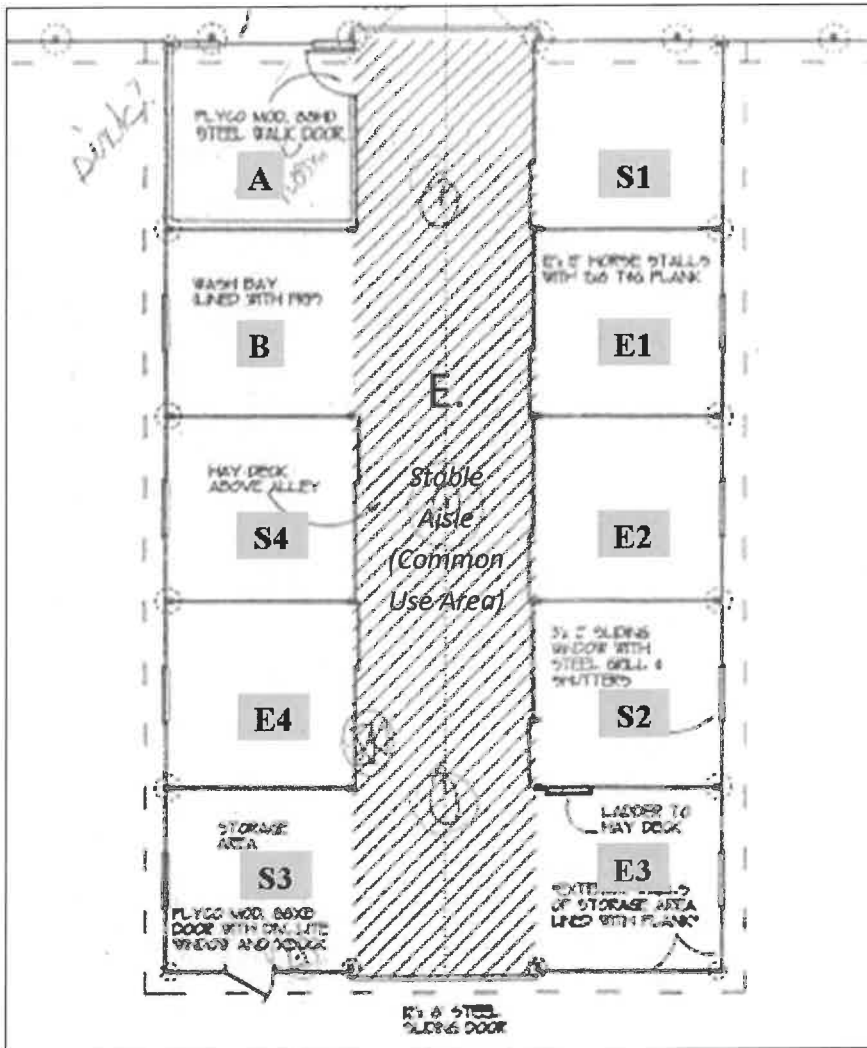
**2. Defined Licensed Areas**



- A. Main Parking Lot
- B. Overflow Parking Lot
- C. Horse Stable
- D. Main Arena
- E. Outdoor Arena
- F. Pasture Areas and Feed Lot
- G. Ellis House – Main Office and Classroom Area
- H. Horse Manure Staging Area
- I. Event Areas: Ellis House and Event Tent
- J. Storage Barn

### 3. Horse Stable – Assigned Stalls

To Indoor Arena



To Ellis House Grounds

- A. Current Viewing/Tack Room
- B. Proposed Shared Tack Room
- C. S1-S4 – Licensed Horse Stalls
- D. E1-E4—District Horse Stalls
- E. Stable Aisle (Common Use)

**BILL OF SALE**

**Property:** "Bullseye," a Paint gelding

**Condition:** As is, with no known medical issues. Approximate age: 20

**Seller:** Kendall County Forest Preserve District  
110 West Madison Street  
Yorkville, Illinois 60560

**Purchaser:** Sunrise North Therapeutic Riding  
13986 McKanna Rd.  
Minooka, IL 60447

**Date of Commission Approval:** October 15, 2024

**Conditions of Acceptance/ No Warranty:** For the sum of one dollar (\$1.00) consideration to be paid-in-hand, the Seller, Kendall County Forest Preserve District, Kendall County, Illinois hereby transfers, assigns and delivers any and all rights, title and interest in the Property to Sunrise North Therapeutic Riding of Minooka, Illinois and the Purchaser, Sunrise North Therapeutic Riding, hereby accepts all rights, title and interest in the Property subject to the following terms and conditions:

1. Kendall County Forest Preserve District, Kendall County, Illinois is entitled to receive payment-in-hand of \$1.00 representing payment in full for "Bullseye", a 20-year old Paint gelding, and the Purchaser, Sunrise North Therapeutic Riding, shall accept full and complete responsibility for the Property from the date the Property is accepted by the Sunrise North Therapeutic Riding.
2. The Seller is not a seller of horses and disclaims to the fullest extent authorized by law any and all warranties, promises, whether express or implied, including warranties of merchantability and or fitness for a particular use and makes no promises, warranties or other representations regarding the horse's conditions at the time of transfer, and by accepting the Property, the Purchaser accepts the Property "as is".
3. The Seller hereby forever waives and releases the Sunrise North Therapeutic Riding, its officials, employees, agents, volunteers and assigns from any and all known and unknown claims, actions, causes of action, damages, injuries, costs and fees related in any manner to acceptance of this transfer or the condition of the Property at the time of the transfer.

Kendall County Forest Preserve District, Illinois

Sunrise Center North

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

\_\_\_\_\_  
President, Sunrise North

**INTERGOVERNMENTAL AGREEMENT FOR  
ADMINISTRATIVE AND FINANCIAL SERVICES**

**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 (*“Forest Preserve”*), ~~both units of local government of the State of Illinois.~~

**WITNESSETH:**

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

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

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



WHEREAS, ~~in an effort to reduce costs to the taxpayers of Kendall County, the P~~parties wish to enter into an intergovernmental agreement ~~wherein Kendall County shall~~ to provide a basis for exchange of various administrative services for the Forest Preserve; ~~and~~

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

1. The foregoing preambles are hereby incorporated into this Agreement as if fully restated in this paragraph 1.

2. **OBLIGATIONS OF KENDALL COUNTY.** Kendall County agrees to provide the following administrative and financial services to the Forest Preserve (hereinafter collectively referred to as “administrative services”), including:

- a. Continue to provide the Forest Preserve’s internet service and technology support for the Forest Preserve’s networked computers, ~~printers~~multi-function copiers, and office telephones. This shall permit the Forest Preserve to receive updates to Kendall County software applications and databases to remain compatible with various databases utilized by Kendall County for the purpose of communications, expense vouchers, budgets, and other administrative purposes. Kendall County’s internal technical staff will provide technology assistance within their capabilities.
- b. Continue to provide purchasing, maintenance, and troubleshooting assistance for the Forest Preserve’s networked ~~printers~~multi-function copiers, computers, and other electronic devices, provided Kendall County is reimbursed for all the Forest Preserve’s purchasing costs.
- c. Continue to provide the Forest Preserve with subscriptions to Kendall County’s Office 365 platform for so long as Kendall County maintains the Office 365

platform, provided the Forest Preserve reimburses Kendall County for the cost of all of the Forest Preserve’s subscriptions to Kendall County’s Office 365 platform.

- d. Continue to supply toner (ink) and paper to the Forest Preserve’s ~~network printers~~ multi-function copiers that are acquired through Technology’s purchasing program.
- e. Continue to permit the Forest Preserve employees to maintain coverage under ~~Kendall County’s~~ the health, dental, vision, ~~and~~ life insurance plans, and other employee benefits policies that are offered to Kendall County employees through participation in the Intergovernmental Personnel Benefit Cooperative (“IPBC”).
- f. Continue to prepare and maintain records regarding the Forest Preserve and its employees’ coverage under ~~Kendall County’s~~ applicable IPBC health, dental, vision, and life insurance policies.
- g. Forward all the Forest Preserve employees’ personnel files and other personnel records in the County’s possession to the Forest Preserve so that said records may be maintained by the Forest Preserve.
- h. ~~Forward~~ Direct all public inquiries including Freedom of Information Act requests; public inquiries, and –concerns or all– complaints received about the Forest Preserve’s ~~personnel and/or operations~~ to the Forest Preserve’s President and Executive Director for ~~the Forest Preserve’s review and~~ processing.
- i. Perform special facilities, technology, and/or other administrative service projects as requested by the Forest Preserve’s Board of Commissioners ~~and~~ approved by the Kendall County Board.
- j. The Deputy County Administrator ~~and/or their designee~~ will provide the following financial services to the Forest Preserve:

- i. Prepare monthly financial reports for all Forest Preserve funds for the District's Operations and Finance Committees.
- ii. Perform financial analyses of Forest Preserve funds and general ledger budget accounts requested by the Forest Preserve's Executive Director or Board of Commissioners.
- iii. Assist with preparation and input of the Forest Preserve's annual budgets into MUNIS including all operating, capital, and debt service funds.
- iv. Complete annual levy analyses for the Forest Preserve's operating levy and debt service levies.
- v. Support the analysis of any discrepancies generated or reported within the Forest Preserve's financial reports.
- vi. Support re-coding of revenues and expenses as warranted in consultation with the Treasurer's Office and/or the Forest Preserve's auditors, as needed.
- vii. Support modification of the general ledger structure and account codes for the District's budgets and cost centers as needed.
- viii. Support the process for issuing bonds, annual continuing financial disclosures, and bond rating evaluations in consultation with the Forest Preserve's municipal financial advisors, as needed.
- ix. Review and extend support to address annual audit findings and recommendations, as needed.
- x. Assist with troubleshooting deposit or expenditure report errors and corrections needed in all Forest Preserve funds.

xi. Assist with generating Forest Preserve financial analyses and reporting including (MUNIS) software reports as needed.

k. Submit request forms for licensed and special use of Forest Preserve facilities and preserve areas for all Kendall County and Kendall County-sponsored functions and events.

xi.l. Promptly reimburse the Forest Preserve for all expenses that the Forest Preserve incurs on Kendall County’s behalf while performing the administrative services. However, the Parties agree that labor costs incurred by the Forest Preserve while providing the administrative services are not reimbursable expenses.

3. **OBLIGATIONS OF THE FOREST PRESERVE.** The Forest Preserve agrees

to:

a. Be responsible for purchasing, supporting, and upgrading software applications ~~used solely for the~~ that solely support Forest Preserve’s ~~mission programs and operations~~. The Forest Preserve is responsible for technical support for these applications. However, Kendall County’s internal technical staff will provide technology assistance within their capabilities.

b. Promptly reimburse Kendall County for all expenses that Kendall County incurs on the Forest Preserve’s behalf while performing the administrative services. However, the Parties agree that labor costs incurred by Kendall County while providing the administrative services are not reimbursable expenses.

c. Promptly reimburse Kendall County for the cost to purchase the Forest Preserve’s networked printers, computers, and other electronic devices.

- d. Promptly reimburse Kendall County for the cost of all Forest Preserve subscriptions to Kendall County's Office 365 platform.
- e. Direct all public inquiries including Freedom of Information Act requests; public inquiries, and concerns or complaints received about Kendall County to the County Board Chair and Administrator for processing.
- d.f. Perform special facilities, technology, and/or other administrative service projects as requested by the Kendall County Board and approved by the Forest Preserve Board of Commissioners.
- g. Continue to pay the Deputy County Administrator a stipend for so long as the Deputy County Administrator continues to perform the financial services set forth above in this Agreement. The ~~P~~parties agree the stipend shall be in an amount of at least Six Thousand One Hundred Twenty Dollars and Zero Cents (\$6,120.00) per fiscal year or such greater amount as approved by the Forest Preserve's Board of Commissioners. The stipend shall be paid in bi-weekly installments pursuant to Kendall County's regular payroll schedule.
- e.h. Process all request forms received from Kendall County for licensed and special use of Forest Preserve facilities and preserve areas for approval by the Forest Preserve Operations Committee or Committee of the Whole.

4. **PAYMENT OF EXPENSES.** The ~~Forest Preserve-Parties~~ agrees to reimburse ~~the Kendall County for~~ all administrative services expenses set forth above within thirty (30) calendar days of receipt of an invoice ~~from Kendall County.~~ ~~Kendall County~~ The Parties agrees to provide advance notification ~~the Forest Preserve~~ prior to incurring any billable administrative services expense, except in the event of an emergency in which case ~~Kendall County~~ the Parties

agrees to ~~notify the Forest Preserve~~ provide notification about the billable administrative services expense as soon as practicable. ~~Kendall County~~ The Parties agrees that all administrative services expenses not submitted ~~to the Forest Preserve~~ for reimbursement within one calendar year from the date it was paid ~~by Kendall County~~ is deemed waived, and ~~Kendall County~~ each Party is no longer entitled to reimbursement of that expense.

5. **DURATION.** This Agreement shall continue for a period of four (4) years after the Pparties' execution of this Agreement and will automatically renew for successive additional one (1) year terms. Any party may terminate this intergovernmental agreement at any time by providing thirty (30) calendar days advance written notice to all other parties.

6. **ASSIGNMENT.** This Agreement and the rights of the Pparties hereunder may not be assigned without consent (except by operation of law), and the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the Pparties hereto. Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the Pparties and their respective successors and assignees, any rights, remedies, obligations or liabilities under or by reason of such agreements.

7. **NOTICE.** Any notice required or permitted to be given pursuant to this Agreement shall be duly given if sent by certified mail, or courier service and received. As such, all notices required or permitted hereunder shall be in writing and may be given by depositing the same in the United States mail, addressed to the party to be notified, postage prepaid and certified with the return receipt requested. Copies of all notices from all Pparties must be forwarded to the Kendall County State's Attorney, 807 John Street, Yorkville, Illinois 60560.

*If to the County:*

Kendall County Clerk  
502 South Main Street

Yorkville, Illinois 60560

*If to the Forest Preserve:*

President of the Kendall County Forest Preserve  
110 W. Madison Street  
Yorkville, Illinois 60560

8. **MODIFICATION/SEVERABILITY.** This Agreement shall be interpreted and enforced under the laws of the State of Illinois. Any legal proceeding related to enforcement of this Agreement shall be brought in the Circuit Court of Kendall County, Illinois. If any provision of this Agreement shall be declared or found invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall, to the extent possible, be modified by the court in such manner as to be valid, legal and enforceable so as to most nearly retain the intent of the Pparties, and, if such modification is not possible, such provision shall be severed from this Agreement, and in either case the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected thereby.

9. **ENTIRE AGREEMENT.** This Agreement represents the entire agreement between the Pparties as it relates to administrative and financial services to be performed ~~by Kendall County~~, and there are no other promises or conditions in any other agreement whether oral or written related to the administrative and financial services to be provided by ~~Kendall County to the Forest Preserve~~ the Parties. Except as stated herein, this agreement supersedes any other prior written or oral agreements between the Pparties regarding administrative and financial services and may not be further modified except in writing and signed by all Pparties. This Agreement in no way alters and/or supersedes (a) the lease agreement executed by the Pparties on or about March 3, 2020, regarding the ~~Forest Preserve's~~ lease of office space at the Kendall County Historic Courthouse and storage space at the Pickerill Estate House; (b) the intergovernmental

agreement executed by the parties on or about June 27, 2023, regarding the Inspector General’s services to the Forest Preserve; and/or (c) any other intergovernmental agreement executed by the parties.

10. **VALID SIGNATURES.** Kendall County and the Forest Preserve each hereby warrant and represent that their respective signatures set forth below have been, and are on the date of this Agreement, duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Intergovernmental Agreement to be executed by their duly authorized officers on the \_\_\_ day of \_\_\_\_\_, 2024.

**County of Kendall, Illinois**

**Kendall County Forest Preserve District**

By: \_\_\_\_\_  
Chair, Kendall County Board

By: \_\_\_\_\_  
President, Kendall County Forest Preserve District

*Attest:* \_\_\_\_\_

*Attest:* \_\_\_\_\_

\_\_\_\_\_  
County Clerk

\_\_\_\_\_  
Secretary



Kendall County Forest Preserve District Operations Committee  
 Renewal of 2025 Farm License Agreements - DRAFT for REVIEW  
 2-Oct-24

Forest Preserve Property ID	Licensee	2024 Rate	Base Rent Calculations	Acres In Production	2025 Rate (Proposed)	Base Rent Calculations	IDNR-OSIAD, ICECF and NPS-LWCF Funded Projects	Acres in Production Scheduled for Cropland Conversion (3-year plan)	Notes
Baker Woods	Connell	\$270	\$9,930.60	36.78	\$280	10,298.40			Hay Production - Year 5 - \$10/acre incr. Row Crop Acres - \$15/acre incr.
		\$245	\$17,527.30	71.54	\$260	18,600.40			
Millbrook North		\$255	\$40,114.05	157.31	\$270	42,473.70			
Millbrook South	Mathre	\$270	\$32,016.60	118.58	\$285	33,795.30	X		Increased \$15 per acre for all over FY24 Farm License Agreement
Millington		\$235	\$29,941.35	127.41	\$250	31,852.50			
			<b>SUBTOTAL</b>	403.3		108,121.50			
Henneberry	Ormiston	\$100	\$375.00	3.75	\$100	375.00			
Henneberry	Jr. Collins / Tim Collins	\$180	\$9,270.00	51.5	\$180	9,270.00			Preserve access permissions - Ormiston - 2025 License transitioned to Tim Collins?
Little Rock Creek	Anderson	\$0	\$1,200.00	0	N/A	1,200.00			LRC storage shed only for FY25
			<b>TOTALS</b>	566.87		\$147,865.30			<b>Base Rent Only</b>
			<b>FY23 (Actual)</b>			\$140,374.90			
			<b>FY23 Yield Payments</b>			\$27,842.25			
						<b>FY24 Budget</b>			
						\$140,897.00			
						<b>FY25 Budget</b>			
						\$166,000.00			
									<b>Net Gain (\$18,134.70)</b>

Kendall County Forest Preserve District  
 2024 Farm License Agreements  
 Yield Payment Calculations  
 CBOT Average Grain Price Calculations

Average Grain Price Calculations are Based on the Closing Price on the Chicago Board of Trade futures market on the first trading day of each month from January through October.  
 Basis is fixed at \$0.30 for corn and \$0.40 for soybeans.

CBOT - 2024 Figures

Closing Month	Corn (CZ24)	Beans (SK24)	Close Date
Jan	\$4,9825	\$12,2200	
Feb	\$4,7900	\$11,8550	
Mar	\$4,5925	\$11,3975	
Apr	\$4,7475	\$11,8250	
May	\$4,7275	\$11,6500	
June	\$4,6275	\$11,6375	
July	\$4,2050	\$11,1100	
Aug	\$3,9850	\$10,1650	
Sept	\$4,0925	\$10,1200	
Oct	\$4,2900	\$10,5725	
Avg. Gr. Price	\$4,5040	\$11,2553	
Basis	\$0,300	\$0,400	
AGP Basis	\$4,20	\$10,86	

Source  
<http://cbotbush.com/>

2024 Base Rent	
Millbrook North	\$40,114.05
Millbrook South	\$32,016.60
Millington	\$29,941.35
<b>2024 Base Rent Payment Total:</b>	<b>\$102,072.00</b>

**Yield Calculation Formula** ((Average Grain Price - Basis) X (Bushel Yield) + (Crop Insurance)) X 33.33% - Base Rent Payments

<b>Millbrook North</b>	157.31-acres @ \$240 per acre						Amount Owed = \$0.00 if Final Figure is a Negative Number
Calculation for Corn	Average Price - Basis	Bushel Yield	Crop Insurance	2024 Base Rent Payment			Amount Owed to KCFPD
	\$4,204			\$40,114.05			-\$40,114.05
Calculation for Soybeans	Average Price - Basis	Bushel Yield	Crop Insurance	Base Rent Payments			Amount Owed to KCFPD
	\$10,855			\$40,114.05			-\$40,114.05

**Yield Calculation Formula** ((Average Grain Price - Basis) X (Bushel Yield) + (Crop Insurance)) X 33.33% - Base Rent Payments

<b>Millbrook South</b>	118.58-acres @ \$255 per acre						Amount Owed = \$0.00 if Final Figure is a Negative Number
Calculation for Corn	Average Price - Basis	Bushel Yield	Crop Insurance	2024 Base Rent Payment			Amount Owed to KCFPD
	\$4,204			\$32,016.60			-\$32,016.60
Calculation for Soybeans	Average Price - Basis	Bushel Yield	Crop Insurance	Base Rent Payments			Amount Owed to KCFPD
	\$10,835			\$32,016.60			-\$32,016.60

**Yield Calculation Formula** ((Average Grain Price - Basis) X (Bushel Yield) + (Crop Insurance)) X 33.33% - Base Rent Payments

<b>Millington</b>	127.41-acres @ \$220 per acre						Amount Owed = \$0.00 if Final Figure is a Negative Number
Calculation for Corn	Average Price - Basis	Bushel Yield	Crop Insurance	2024 Base Rent Payment			Amount Owed to KCFPD
	\$4,204			\$29,941.35			-\$29,941.35
Calculation for Soybeans	Average Price - Basis	Bushel Yield	Crop Insurance	Base Rent Payments			Amount Owed to KCFPD
	\$10,855			\$29,941.35			-\$29,941.35

2024 Yield Payment Total	
Grain Dyer Rent for (X) Bu X \$0.01/Bu	
<b>Total Calculated Yield Payment</b>	<b>\$0.00</b>