

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

**TUESDAY, OCTOBER 8, 2024  
4:30 P.M.**

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

- I. Call to Order
- II. Roll Call: Brian DeBolt (President), Ruben Rodriguez (Vice President), Seth Wormley (Secretary), Scott Gengler, Jason Peterson, Zach Bachmann, Elizabeth Flowers, Matt Kellogg, Dan Koukol, and Brooke Shanley
- III. Approval of Agenda
- IV. Public Comments
- V. Leadership Team Report
- VI. Motion to Forward Claims to Commission
- VII. Review of Preliminary Financial Statements through September 30, 2024
- VIII. **OLD BUSINESS**
  - A. Ohio Valley Acquisition LLC (TC Energy / ANR Pipeline Company) Temporary Easement Agreement Updates
  - B. Hoover-Fox River Bluffs Forest Preserve IDNR-RTP Trail Grant – CERP Review Updates
  - C. FY24 Budget Amendment and FY25 Budget Updates (All Funds 1900 through 1915)
- IX. **NEW BUSINESS**
  - A. **MOTION**: Approval to Forward the Mack & Associates, P.C. Audit Engagement Letter to Commission for Approval
  - B. **ORDINANCE #24-10-001**: Motion to Forward an Ordinance and License Agreement Renewal between the District and Sunrise North Therapeutic Riding, Inc. for the Operation of a Therapeutic Riding Program at Ellis House and Equestrian Center to Commission for Approval
  - C. **RESOLUTION #24-10-002**: Motion to Forward a Resolution of Recognition and Acknowledgment of Phil Smithmeyer, Immediate Past Vice President and Honorary Director of the Forest Foundation of Kendall County for His Service and Contributions to Commission for Approval
  - D. **MOTION**: Approval to Forward a Proposal from IPMG/ICRMT for the Renewal of the District’s Insurance and Workers’ Compensation Policies to Commission for Approval
  - E. **MOTION**: Approval to Forward an Intergovernmental Agreement between Kendall County and Kendall County Forest Preserve District for the Exchange of Administrative and Financial Services to Commission for Approval
  - F. Proposed 2025 Farm License Agreement Recommendations
- X. **OTHER ITEMS OF BUSINESS**
  - A. Mary M. Subat Nature Center Project Updates
  - B. Proposed CY2025 Regular Meeting and Holiday Schedule
  - C. Proposed FY25 Organizational Chart for the Kendall County Forest Preserve District
  - D. Notice of Commission Meeting Date Change:  
Tuesday, November 5, 2024 at 6:00 PM to Wednesday, November 6, 2024 at 6:00 PM  
111 W. Fox Street - Board Meeting Rooms 209 and 210 - Yorkville, Illinois, 60560
  - E. Notice of Public Hearing - KCFPD FY25 Truth in Taxation Public Hearing:  
Tuesday, November 12, 2024 at 4:30 PM  
111 W. Fox Street - Board Meeting Rooms 209 and 210 - Yorkville, Illinois, 60560
- XI. Committee Chairman Reports: Seth Wormley (Finance) and Dan Koukol (Operations)
- XII. Public Comments
- XIII. Executive Session
- XIV. Summary of Action Items
- XV. Adjournment

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

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

INVOICE ENTRY PROOF LIST

CLERK: jgranholm BATCH: 4857 NEW INVOICES

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

HELD INVOICES													
124	00000	BARRETT'S ECOWAT	0010381101524	101524F		51.15	.00						
CASH 000008	2024/10	INV 09/20/2024	SEP-CHK: Y	DISC: .00								51.15	1099:
ACCT 1Y210	DEPT 11	DUE 10/20/2024	DESC:Ellis water Service				19001160	68580					
CONDITIONS THAT PREVENT POSTING INVOICE 124/56489													
* Invoice must be approved or voided to post.													
506	00000	ELBURN NAPA, INC	4860101524	101524F		36.37	.00						
CASH 000008	2024/10	INV 09/30/2024	SEP-CHK: Y	DISC: .00								36.37	1099:
ACCT 1Y210	DEPT 11	DUE 10/15/2024	DESC:Various grounds equipment				19001183	62160					
CONDITIONS THAT PREVENT POSTING INVOICE 506/56452													
* Invoice must be approved or voided to post.													
529	00000	EQUINE VETERINAR	242724	101524F		325.00	.00						
CASH 000008	2024/10	INV 10/01/2024	SEP-CHK: Y	DISC: .00								325.00	1099:
ACCT 1Y210	DEPT 11	DUE 10/15/2024	DESC:Euthanasia-Nemo				19001164	63020					
CONDITIONS THAT PREVENT POSTING INVOICE 529/56440													
* Invoice must be approved or voided to post.													
541	00000	FIRST NATIONAL B	Guritz3583sept2024	101524F		1,002.23	.00						
CASH 000008	2024/10	INV 10/03/2024	SEP-CHK: Y	DISC: .00								996.65	1099:
ACCT 1Y210	DEPT 11	DUE 10/28/2024	DESC:Guritz sept 2024 Credit card				19001164	63000				5.58	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 541/56443													
* Invoice must be approved or voided to post.													
541	00000	FIRST NATIONAL B	White5931sept2024	101524F		245.62	.00						
CASH 000008	2024/10	INV 10/03/2024	SEP-CHK: Y	DISC: .00								245.62	1099:
ACCT 1Y210	DEPT 11	DUE 10/28/2024	DESC:Staff Luncheon Supplies				190011	62000					
CONDITIONS THAT PREVENT POSTING INVOICE 541/56445													
* Invoice must be approved or voided to post.													

INVOICE ENTRY PROOF LIST

CLERK: jgranholm BATCH: 4857 NEW INVOICES

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

541	00000	FIRST NATIONAL B	9778vicksept2024	101524F	22.30	.00	.00	
CASH 000008	2024/10	INV 10/03/2024	SEP-CHK: Y	DISC: .00			22.30	1099:
ACCT 1Y210	DEPT 11	DUE 10/28/2024	DESC:Vick Credit Card	2024		19001160	62000	
CONDITIONS THAT PREVENT POSTING INVOICE 541/56446								
* Invoice must be approved or voided to post.								
1060	00000	JOHN DEERE FINAN	41111-16351101524	101524F	222.13	.00	.00	
CASH 000008	2024/10	INV 09/27/2024	SEP-CHK: Y	DISC: .00			222.13	1099:
ACCT 1Y210	DEPT 11	DUE 10/17/2024	DESC:Parts and equipment			19001183	62160	
CONDITIONS THAT PREVENT POSTING INVOICE 1060/56441								
* Invoice must be approved or voided to post.								
1060	00000	JOHN DEERE FINAN	11113-29745101524	101524F	348.58	.00	.00	
CASH 000008	2024/10	INV 09/27/2024	SEP-CHK: Y	DISC: .00			35.46	1099:
ACCT 1Y210	DEPT 11	DUE 10/17/2024	DESC:Various Grounds and Hoover supplies			19001171	63110	
						19001171	66500	36.94 1099:
CONDITIONS THAT PREVENT POSTING INVOICE 1060/56442								
* Invoice must be approved or voided to post.								
1153	00000	KENDALL CO HIGHW Fuel	sept2024	101524F	338.92	.00	.00	
CASH 000008	2024/10	INV 10/01/2024	SEP-CHK: Y	DISC: .00			71.97	1099:
ACCT 1Y210	DEPT 11	DUE 10/15/2024	DESC:Gas & Diesel	2024		19001183	62160	204.21 1099:
						19001183	63110	
CONDITIONS THAT PREVENT POSTING INVOICE 1153/56456								
* Invoice must be approved or voided to post.								
1199	00000	KLUBER, INC.	9202	101524F	1,978.32	.00	.00	
CASH 000008	2024/10	INV 08/31/2024	SEP-CHK: Y	DISC: .00			1,978.32	1099:
ACCT 1Y210	DEPT 11	DUE 10/15/2024	DESC:Subat Professional Services			190411	62150	
						FP ENDOW	-S-NC	1,978.32 1099:
CONDITIONS THAT PREVENT POSTING INVOICE 1199/56165								
* Invoice must be approved or voided to post.								

INVOICE ENTRY PROOF LIST

CLERK: jgranholm BATCH: 4857 NEW INVOICES

VENDOR	REMIT NAME	INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE
1323	00000 MENARDS	9372		101524F	64.46	.00	.00	
CASH 000008	2024/10 DEPT 11	INV 10/06/2024	SEP-CHK: Y	DISC: .00				
ACCT 1Y210		DUE 10/15/2024	DESC:Lamp post, toilet paper, flagtape, locks		19001162	68580	64.46	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 1323/56453								
* Invoice must be approved or voided to post.								
1323	00000 MENARDS	8503		101524F	41.96	.00	.00	
CASH 000008	2024/10 DEPT 11	INV 09/25/2024	SEP-CHK: Y	DISC: .00				
ACCT 1Y210		DUE 10/15/2024	DESC:Batteries		19001171	66500	41.96	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 1323/56454								
* Invoice must be approved or voided to post.								
1323	00000 MENARDS	8463		101524F	6.76	.00	.00	
CASH 000008	2024/10 DEPT 11	INV 09/24/2024	SEP-CHK: Y	DISC: .00				
ACCT 1Y210		DUE 10/15/2024	DESC:Treated wood		19001178	63030	6.76	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 1323/56508								
* Invoice must be approved or voided to post.								
1323	00000 MENARDS	8808		101524F	23.96	.00	.00	
CASH 000008	2024/10 DEPT 11	INV 09/29/2024	SEP-CHK: Y	DISC: .00				
ACCT 1Y210		DUE 10/15/2024	DESC:Lightbulbs		19001160	68580	23.96	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 1323/56511								
* Invoice must be approved or voided to post.								
1323	00000 MENARDS	8720		101524F	42.95	.00	.00	
CASH 000008	2024/10 DEPT 11	INV 09/28/2024	SEP-CHK: Y	DISC: .00				
ACCT 1Y210		DUE 10/15/2024	DESC:Mop, light bulbs, floor cleaner		19001160	68580	42.95	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 1323/56512								
* Invoice must be approved or voided to post.								
1452	00000 NICOR	23336698297101524		101524F	52.74	.00	.00	
CASH 000008	2024/10 DEPT 11	INV 09/11/2024	SEP-CHK: Y	DISC: .00				
ACCT 1Y210		DUE 10/29/2024	DESC:Nicor Rookery		19001171	63090	52.74	1099:

INVOICE ENTRY PROOF LIST

CLERK: jgranholm BATCH: 4857 NEW INVOICES

VENDOR	REMIT NAME	INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE
CONDITIONS THAT PREVENT POSTING INVOICE 1452/56516									
* Invoice must be approved or voided to post.									
1665	00000 SHAW MEDIA	092410085118		101524F	128.81		.00	.00	
CASH	000008	2024/10	INV 09/30/2024	SEP-CHK: Y	DISC: .00	190011	68430	59.99	1099:
ACCT	1Y210	DEPT 11	DUE 10/31/2024	DESC:website hosting, budget public notice		190011	62090	68.82	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 1665/56403									
* Invoice must be approved or voided to post.									
1849	00001 VERIZON	9974230448		101524F	209.95		.00	.00	
CASH	000008	2024/10	INV 09/19/2024	SEP-CHK: Y	DISC: .00	19001183	63540	209.95	1099:
ACCT	1Y210	DEPT 11	DUE 10/11/2024	DESC:Internet and cell services					
CONDITIONS THAT PREVENT POSTING INVOICE 1849/56487									
* Invoice must be approved or voided to post.									
1871	00000 JESSICA VOSBURGH	Sept2024Reimburse		101524F	33.02		.00	.00	
CASH	000008	2024/10	INV 09/26/2024	SEP-CHK: Y	DISC: .00	19001178	63030	33.02	1099:
ACCT	1Y210	DEPT 11	DUE 10/15/2024	DESC:Reimbursement for food-human and anima					
CONDITIONS THAT PREVENT POSTING INVOICE 1871/56491									
* Invoice must be approved or voided to post.									
1928	00000 WBK ENGINEERING,	25774101524		101524F	1,152.50		.00	.00	
CASH	000008	2024/10	INV 07/09/2024	SEP-CHK: Y	DISC: .00	190411	62150	1,152.50	1099:
ACCT	1Y210	DEPT 11	DUE 10/15/2024	DESC:Engineering Services		FP	ENDOW -S-NC		
CONDITIONS THAT PREVENT POSTING INVOICE 1928/56222									
* Invoice must be approved or voided to post.									
1950	00000 YORKVILLE ACE &	400515101524		101524F	43.96		.00	.00	
CASH	000008	2024/10	INV 09/24/2024	SEP-CHK: Y	DISC: .00	19001171	66500	16.99	1099:
ACCT	1Y210	DEPT 11	DUE 10/31/2024	DESC:Air filter, refrigerator hose		19001171	63110	26.97	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 1950/56451									
* Invoice must be approved or voided to post.									

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VENDOR REMIT NAME	INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE
2047 00000 COMED	1565665111101524	101524F		42.07	.00	.00	
CASH 000008 2024/10 INVOICE 09/30/2024 SEP-CHK: Y DISC: .00					19001184 63100	42.07	1099:
ACCT 1Y210 DEPT 11 DUE 10/22/2024 DESC:ComEd Pickertill House							
CONDITIONS THAT PREVENT POSTING INVOICE 2047/56497							
* Invoice must be approved or voided to post.							
2047 00000 COMED	2873479000101524	101524F		25.90	.00	.00	
CASH 000008 2024/10 INVOICE 09/30/2024 SEP-CHK: Y DISC: .00					190011 63510	25.90	1099:
ACCT 1Y210 DEPT 11 DUE 12/02/2024 DESC:ComEd Richard Young							
CONDITIONS THAT PREVENT POSTING INVOICE 2047/56499							
* Invoice must be approved or voided to post.							
2047 00000 COMED	0616965000101524	101524F		30.14	.00	.00	
CASH 000008 2024/10 INVOICE 09/30/2024 SEP-CHK: Y DISC: .00					190011 63510	30.14	1099:
ACCT 1Y210 DEPT 11 DUE 12/02/2024 DESC:ComEd Harris Arena							
CONDITIONS THAT PREVENT POSTING INVOICE 2047/56500							
* Invoice must be approved or voided to post.							
2047 00000 COMED	9438565000101524	101524F		16.62	.00	.00	
CASH 000008 2024/10 INVOICE 09/30/2024 SEP-CHK: Y DISC: .00					19001184 63100	16.62	1099:
ACCT 1Y210 DEPT 11 DUE 10/22/2024 DESC:ComEd Pickertill Shelter							
CONDITIONS THAT PREVENT POSTING INVOICE 2047/56503							
* Invoice must be approved or voided to post.							
2047 00000 COMED	7991865000101524	101524F		103.92	.00	.00	
CASH 000008 2024/10 INVOICE 09/30/2024 SEP-CHK: Y DISC: .00					190011 63510	103.92	1099:
ACCT 1Y210 DEPT 11 DUE 12/02/2024 DESC:ComEd Harris							
CONDITIONS THAT PREVENT POSTING INVOICE 2047/56504							
* Invoice must be approved or voided to post.							
2047 00000 COMED	661102222101524	101524F		25.90	.00	.00	
CASH 000008 2024/10 INVOICE 09/25/2024 SEP-CHK: Y DISC: .00					190011 63510	25.90	1099:
ACCT 1Y210 DEPT 11 DUE 11/25/2024 DESC:ComEd Jay Woods							

INVOICE ENTRY PROOF LIST

CLERK: jgranholm BATCH: 4857 NEW INVOICES

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

CONDITIONS THAT PREVENT POSTING INVOICE 2047/56506

\* Invoice must be approved or voided to post.

2047 00000 COMED 1017879000101524 101524F 22.20 .00 .00  
 CASH 000008 2024/10 INV 09/17/2024 SEP-CHK: Y DISC: .00 190011 63510 22.20 1099:  
 ACCT 1Y210 DEPT 11 DUE 11/18/2024 DESC:COMED Baker Woods

CONDITIONS THAT PREVENT POSTING INVOICE 2047/56507

\* Invoice must be approved or voided to post.

2826 00000 LITE CONSTRUCTIO Subat Pay App 2 101524F 9,180.00 .00 .00  
 CASH 000008 2024/10 INV 09/18/2024 SEP-CHK: Y DISC: .00 190411 70330 9,180.00 1099:  
 ACCT 1Y210 DEPT 11 DUE 10/15/2024 DESC:Subat Pay App #2 FP ENDOW -S-NC

CONDITIONS THAT PREVENT POSTING INVOICE 2826/56221

\* Invoice must be approved or voided to post.

3015 00000 JAMES NOVAK PAVI 629 101524F 16,000.00 .00 .00  
 CASH 000008 2024/10 INV 10/04/2024 SEP-CHK: Y DISC: .00 190711 68500 16,000.00 1099:  
 ACCT 1Y210 DEPT 11 DUE 10/15/2024 DESC:Blackberry Forest Preserve Trail Repairs

CONDITIONS THAT PREVENT POSTING INVOICE 3015/56517

\* Invoice must be approved or voided to post.

3131 00000 GROOT INC 132194761T02 101524F 451.06 .00 .00  
 CASH 000008 2024/10 INV 10/01/2024 SEP-CHK: Y DISC: .00 19001168 63070 107.73 1099:  
 ACCT 1Y210 DEPT 11 DUE 10/15/2024 DESC:Waste and Recycling Services 19001183 63070 343.33 1099:

CONDITIONS THAT PREVENT POSTING INVOICE 3131/56402

\* Invoice must be approved or voided to post.

3380 00000 AMAZON CAPITAL S 16C7-TY64-WY4G 101524F 12.96 .00 .00  
 CASH 000008 2024/10 INV 09/30/2024 SEP-CHK: Y DISC: .00 190011 62000 12.96 1099:  
 ACCT 1Y210 DEPT 11 DUE 10/30/2024 DESC:Flash Drive

CONDITIONS THAT PREVENT POSTING INVOICE 3380/56448

\* Invoice must be approved or voided to post.

INVOICE ENTRY PROOF LIST

CLERK: jgranholm BATCH: 4857 NEW INVOICES

VENDOR	REMIT NAME	INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE
3380	00000 AMAZON CAPITAL S	1KXV-MGMX-NQGR	101524F		31.94	.00		.00	
CASH	000008	2024/10	INV 10/03/2024	SEP-CHK: Y	DISC: .00				
ACCT	1Y210	DEPT II	DUE 11/02/2024	DESC:File folders, binder clips		190011	62000	31.94	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 3380/56449									
* Invoice must be approved or voided to post.									
3633	00000 KATY WILLIAMS	24-00276	101524F		100.00	.00		.00	
CASH	000008	2024/10	INV 10/07/2024	SEP-CHK: Y	DISC: .00				
ACCT	1Y210	DEPT II	DUE 10/15/2024	DESC:Moonsseed Sec Dep Refund		19001171	63040	100.00	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 3633/56486									
* Invoice must be approved or voided to post.									
3837	00000 T-MOBILE	990345112101524	101524F		79.90	.00		.00	
CASH	000008	2024/10	INV 09/20/2024	SEP-CHK: Y	DISC: .00				
ACCT	1Y210	DEPT II	DUE 10/20/2024	DESC:Ooma Device		19001183	63540	79.90	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 3837/56472									
* Invoice must be approved or voided to post.									
3837	00000 T-MOBILE	982008249101524	101524F		279.44	.00		.00	
CASH	000008	2024/10	INV 09/21/2024	SEP-CHK: Y	DISC: .00				
ACCT	1Y210	DEPT II	DUE 10/20/2024	DESC:Cell and internet services		19001183	63540	279.44	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 3837/56478									
* Invoice must be approved or voided to post.									
4938	00000 CURTIS TOWING	1210	101524F		100.00	.00		.00	
CASH	000008	2024/10	INV 09/24/2024	SEP-CHK: Y	DISC: .00				
ACCT	1Y210	DEPT II	DUE 10/15/2024	DESC:Tow Services		19001183	62160	100.00	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 4938/56488									
* Invoice must be approved or voided to post.									
4939	00000 QUINN HENNING	24-00278	101524F		100.00	.00		.00	
CASH	000008	2024/10	INV 10/08/2024	SEP-CHK: Y	DISC: .00				
ACCT	1Y210	DEPT II	DUE 10/15/2024	DESC:Blazing Star Sec Dep Refund		19001171	63040	100.00	1099:



INVOICE ENTRY PROOF LIST

CLERK: jgranholm BATCH: 4857 NEW INVOICES

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

CONDITIONS THAT PREVENT POSTING INVOICE 4939/56480

\* Invoice must be approved or voided to post.

4940 00000 LIZ SIMPSON 24-00287 101524F 100.00 .00  
 CASH 000008 2024/10 INV 10/07/2024 SEP-CHK: Y DISC: .00 100.00 1099:  
 ACCT 1Y210 DEPT 11 DUE 10/15/2024 DESC: Moonseed Sec Dep Refund 19001171 63040

CONDITIONS THAT PREVENT POSTING INVOICE 4940/56482

\* Invoice must be approved or voided to post.

4941 00000 REBEKAH BANTA 24-00197 101524F 217.50 .00  
 CASH 000008 2024/10 INV 10/07/2024 SEP-CHK: Y DISC: .00 217.50 1099:  
 ACCT 1Y210 DEPT 11 DUE 10/15/2024 DESC: MHL Sec Dep Refund 19001171 63040

CONDITIONS THAT PREVENT POSTING INVOICE 4941/56484

\* Invoice must be approved or voided to post.

4950 00000 CARRIE KYES 24-00327 101524F 100.00 .00  
 CASH 000008 2024/10 INV 10/07/2024 SEP-CHK: Y DISC: .00 100.00 1099:  
 ACCT 1Y210 DEPT 11 DUE 10/15/2024 DESC: Blazing Star Sec Dep Refund 19001171 63040

CONDITIONS THAT PREVENT POSTING INVOICE 4950/56479

\* Invoice must be approved or voided to post.

41 HELD INVOICES TOTAL 33,391.24

0 INVOICE(S) REPORT POST TOTAL .00

REPORT TOTALS .00

## YEAR-TO-DATE BUDGET REPORT

FOR 2024 10

ACCOUNTS FOR:	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
1900 Forest Preserve							
190011 Forest Preserve							
190011 41010 Current Property Tax	-759,981	-759,981	-748,375.32	-311,607.77	.00	-11,605.68	98.5%*
190011 41350 Interest Income	-7,400	-7,400	-7,285.28	.00	.00	-114.72	98.4%*
190011 42250 Revenue	-149,058	-149,058	.00	.00	.00	-149,058.00	0%*
190011 42860 Donations	-5,000	-5,000	-775.00	.00	.00	-4,225.00	15.5%*
190011 42930 Farm License Revenue	-112,900	-112,900	-112,917.00	.00	.00	17.00	100.0%*
190011 42940 Credit Card Fee	-4,000	-4,000	-3,984.08	-207.42	.00	-15.92	99.6%*
190011 51090 Salaries - Per Diem	5,500	5,500	147,633.86	14,168.76	.00	5,500.00	0%*
190011 51390 Salaries - Full Time	181,244	181,244	4,966.53	470.76	.00	33,610.14	81.5%
190011 51470 Salaries - Stipends	6,120	6,120	9,546.23	852.02	.00	1,153.47	81.2%
190011 61160 Transf. to IMRF Fund	10,905	10,905	12,536.12	1,119.92	.00	1,358.77	87.5%
190011 61170 Transf. to SSI Fund	14,334	14,334	47,166.20	4,094.83	.00	1,797.88	87.5%
190011 61230 Transf. to Healthcare	55,485	55,485	7,620.47	429.65	.00	8,318.80	85.0%*
190011 62000 Office Supplies	6,000	6,000	300.00	.00	.00	1,700.00	30.0%*
190011 62030 Dues	11,940	11,940	8,632.00	455.00	.00	3,308.00	72.3%
190011 62040 Conferences	1,500	1,500	1,068.88	189.10	.00	431.12	71.3%
190011 62090 Legal Publications	152,592	152,592	11,794.11	279.39	.00	140,797.89	7.7%
190011 62150 Contractual Services	2,750	2,750	2,612.73	169.94	.00	137.27	95.0%*
190011 63510 Electric	0	0	10,640.00	.00	.00	-10,640.00	100.0%*
190011 65460 State Unemployment Co	9,500	9,500	9,500.00	.00	.00	.00	100.0%*
190011 65490 Auditing & Accounting	81,577	81,577	81,576.00	.00	.00	1.00	100.0%*
190011 68000 Liability Insurance P	1,750	1,750	1,121.67	59.99	.00	1,750.00	0%*
190011 68340 Farm Lease Contract	1,000	1,000	.00	.00	.00	-121.67	112.2%*
190011 68430 Marketing / Publicity	450	450	1,582.55	775.00	.00	450.00	0%*
190011 68440 Newsletter	5,000	5,000	2,763.32	.00	.00	3,417.45	31.7%
190011 68500 Project Fund Expenses	2,600	2,600	15,165.10	.00	.00	-1,163.32	106.3%*
190011 68540 Contributions	14,000	14,000	.00	.00	.00	-1,165.10	108.3%*
190011 68560 Credit Card Fee	3,699	3,699	.00	.00	.00	3,699.00	0%*
190011 69790 Contingency							
<b>TOTAL Forest Preserve</b>	<b>-469,393</b>	<b>-469,393</b>	<b>-497,110.91</b>	<b>-288,750.83</b>	<b>.00</b>	<b>27,717.91</b>	<b>105.9%</b>
19001160 Ellis House							
19001160 51390 Salaries - Full Tim	10,974	10,974	8,905.25	844.10	.00	2,068.75	81.1%
19001160 62000 Office Supplies	750	750	443.47	22.30	.00	306.53	59.1%
19001160 62270 Utilities	5,000	5,000	5,501.32	.00	.00	-501.32	110.0%*
19001160 63050 Employer Contr. SSI	1,476	1,476	1,136.01	.00	.00	339.99	77.0%*
19001160 68580 Grounds and Mainten	4,250	4,250	2,879.76	276.66	.00	1,370.24	67.8%

# Kendall County



## YEAR-TO-DATE BUDGET REPORT

FOR 2024 10

ACCOUNTS FOR:	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
1900 Forest Preserve	22,450	22,450	18,865.81	1,143.06	.00	3,584.19	84.0%
<b>TOTAL Ellis House</b>							
<b>19001161 Ellis Barn</b>							
19001161 51390 Salaries - Full Tim	10,974	10,974	8,905.47	844.12	.00	2,068.53	81.2%
19001161 62270 Utilities	5,000	5,000	5,112.59	1,284.07	.00	-112.59	102.3%*
19001161 63050 Employer Contr. SSI	1,476	1,476	1,256.20	113.71	.00	219.80	85.1%
19001161 68580 Grounds and Mainten	3,200	3,200	2,549.65	169.52	.00	650.35	79.7%
<b>TOTAL Ellis Barn</b>	20,650	20,650	17,823.91	2,411.42	.00	2,826.09	86.3%
<b>19001162 Ellis Grounds</b>							
19001162 42250 Revenue	-27,997	-27,997	-27,457.90	.00	.00	-539.10	98.1%*
19001162 51390 Salaries - Full Tim	21,947	21,947	17,810.72	1,688.22	.00	4,136.28	81.2%
19001162 63050 Employer Contr. SSI	3,100	3,100	2,294.69	227.40	.00	805.31	74.0%
19001162 68580 Grounds and Mainten	6,400	6,400	4,770.32	136.87	.00	1,629.68	74.5%
<b>TOTAL Ellis Grounds</b>	3,450	3,450	-2,582.17	2,052.49	.00	6,032.17	-74.8%
<b>19001163 Ellis Camps</b>							
19001163 42250 Revenue	-13,750	-13,750	-12,364.00	.00	.00	-1,386.00	89.9%*
19001163 51160 Salaries - Part Tim	3,790	3,790	5,532.46	1,253.55	.00	-1,742.46	146.0%*
19001163 63030 Program Supplies	450	450	374.87	.00	.00	75.13	83.3%
19001163 63040 Security Deposit Re	0	0	561.63	.00	.00	-561.63	100.0%*
19001163 63050 Employer Contr. SSI	350	350	534.48	168.86	.00	-184.48	152.7%*
<b>TOTAL Ellis Camps</b>	-9,160	-9,160	-5,360.56	1,422.41	.00	-3,799.44	58.5%
<b>19001164 Ellis Riding Lessons</b>							
19001164 42250 Revenue	-63,800	-63,800	-49,321.00	-8,137.00	.00	-14,479.00	77.3%*
19001164 42860 Donations	-1	-1	.00	.00	.00	-1.00	.0%*
19001164 51160 Salaries - Part Tim	45,900	45,900	40,683.10	4,837.25	.00	5,216.90	88.6%

## YEAR-TO-DATE BUDGET REPORT

FOR 2024 10

ACCOUNTS FOR:	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
1900 Forest Preserve							
19001164 63000 Animal Care & Suppl	12,000	12,000	8,879.34	564.93	.00	3,120.66	74.0%
19001164 63010 Horse Acquisition &	2,500	2,500	.00	.00	.00	2,500.00	.0%
19001164 63020 Vet & Farrier	9,000	9,000	6,030.00	665.00	.00	2,970.00	67.0%
19001164 63050 Employer Contr. SSI	5,500	5,500	4,503.50	410.19	.00	996.50	81.9%
TOTAL Ellis Riding Lessons	11,099	11,099	10,774.94	-1,659.63	.00	324.06	97.1%
<b>19001165 Ellis Birthday Parties</b>							
19001165 42250 Revenue	-6,000	-6,000	-3,813.00	-640.00	.00	-2,187.00	63.6%*
19001165 51160 Salaries - Part Tim	7,750	7,750	3,581.13	394.61	.00	4,168.87	46.2%
19001165 63030 Program Supplies	450	450	227.40	.00	.00	222.60	50.5%
19001165 63050 Employer Contr. SSI	872	872	516.72	53.16	.00	355.28	59.3%
TOTAL Ellis Birthday Parties	3,072	3,072	512.25	-192.23	.00	2,559.75	16.7%
<b>19001166 Ellis Public Programs</b>							
19001166 42250 Revenue	-3,000	-3,000	-423.00	.00	.00	-2,577.00	14.1%*
19001166 51160 Salaries - Part Tim	2,000	2,000	63.90	.00	.00	1,936.10	3.2%
19001166 63050 Employer Contr. SSI	200	200	8.62	.00	.00	191.38	4.3%
19001166 68570 Volunteer Expense	150	150	.00	.00	.00	150.00	.0%
TOTAL Ellis Public Programs	-650	-650	-350.48	.00	.00	-299.52	53.9%
<b>19001167 Ellis Sunrise Center</b>							
19001167 42250 Revenue	-13,760	-13,760	-11,869.75	-350.00	.00	-1,890.25	86.3%*
19001167 51160 Salaries - Part Tim	22,000	22,000	18,981.62	1,738.08	.00	3,018.38	86.3%
19001167 63000 Animal Care & Suppl	3,000	3,000	2,278.66	447.13	.00	721.34	76.0%
19001167 63020 Vet & Farrier	500	500	.00	.00	.00	500.00	.0%
19001167 63050 Employer Contr. SSI	2,200	2,200	1,933.36	151.15	.00	266.64	87.9%
TOTAL Ellis Sunrise Center	13,940	13,940	11,323.89	1,986.36	.00	2,616.11	81.2%
<b>19001168 Ellis weddings</b>							
19001168 42250 Revenue	-4,500	-4,500	-5,350.00	.00	.00	850.00	118.9%

## YEAR-TO-DATE BUDGET REPORT

FOR 2024 10

ACCOUNTS FOR:	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
1900 Forest Preserve							
19001168 43450 Security Deposit Re	-5,000	-5,000	-2,400.00	-1,000.00	.00	-2,600.00	48.0%*
19001168 51160 Salaries - Part Tim	750	5,750	622.40	259.20	.00	127.60	83.0%
19001168 63040 Security Deposit Re	5,000	5,000	1,000.00	.00	.00	4,000.00	20.0%
19001168 63050 Employer Contr. SSI	100	100	27.78	.00	.00	72.22	27.8%
19001168 63070 Refuse Pickup	1,700	1,700	1,174.65	107.73	.00	525.35	69.1%
<b>TOTAL Ellis Weddings</b>	<b>-1,950</b>	<b>-1,950</b>	<b>-4,925.17</b>	<b>-633.07</b>	<b>.00</b>	<b>2,975.17</b>	<b>252.6%</b>
<b>19001169 Ellis Other Rentals</b>							
19001169 42250 Revenue	-3,400	-3,400	-3,470.00	-675.00	.00	70.00	102.1%
19001169 43450 Security Deposit Re	-1,000	-1,000	-970.00	-172.50	.00	-30.00	97.0%*
19001169 51160 Salaries - Part Tim	750	750	74.00	.00	.00	676.00	9.9%
19001169 63040 Security Deposit Re	1,000	1,000	497.50	.00	.00	502.50	49.8%
19001169 63050 Employer Contr. SSI	100	100	.00	.00	.00	100.00	.0%
<b>TOTAL Ellis Other Rentals</b>	<b>-2,550</b>	<b>-2,550</b>	<b>-3,868.50</b>	<b>-847.50</b>	<b>.00</b>	<b>1,318.50</b>	<b>151.7%</b>
<b>19001171 Hoover</b>							
19001171 42250 Revenue	-5,900	-5,900	-7,600.00	-550.00	.00	1,700.00	128.8%
19001171 51160 Salaries - Part Tim	25,025	25,025	14,518.87	1,366.72	.00	10,506.13	58.0%
19001171 51390 Salaries - Full Tim	47,452	47,452	17,987.29	2,346.13	.00	29,464.71	37.9%
19001171 62270 Utilities	4,600	4,600	2,840.00	285.00	.00	1,760.00	61.7%
19001171 63040 Security Deposit Re	13,500	13,500	9,988.75	1,187.50	.00	3,511.25	74.0%
19001171 63050 Employer Contr. SSI	9,536	9,536	4,071.25	316.27	.00	5,464.75	42.7%
19001171 63060 ER Contr Health/Den	13,875	13,875	4,732.00	509.35	.00	9,143.00	34.1%
19001171 63090 Natural Gas	9,500	9,500	5,253.10	320.53	.00	4,246.90	55.3%
19001171 63100 Electric	15,000	15,000	16,644.66	1,108.85	.00	-1,644.66	111.0%*
19001171 63110 Shop Supplies	3,250	3,250	3,908.85	124.90	.00	-658.85	120.3%*
19001171 63120 Building Maintenance	7,000	7,000	16,392.96	39.32	.00	-9,392.96	234.2%*
19001171 66500 Miscellaneous Expen	1,400	1,400	904.98	.00	.00	495.02	64.6%
19001171 68580 Grounds and Mainten	5,000	5,000	2,173.15	.00	.00	2,826.85	43.5%
<b>TOTAL Hoover</b>	<b>149,238</b>	<b>149,238</b>	<b>91,815.86</b>	<b>7,054.57</b>	<b>.00</b>	<b>57,422.14</b>	<b>61.5%</b>
<b>19001172 Hoover Bunkhouse</b>							
19001172 42250 Revenue	-34,000	-34,000	-29,611.00	-1,365.00	.00	-4,389.00	87.1%*

## YEAR-TO-DATE BUDGET REPORT

FOR 2024 10

ACCOUNTS FOR:	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
1900 Forest Preserve							
19001172 43450 Security Deposit Re	-5,300	-5,300	-5,700.00	-400.00	.00	400.00	107.5%
19001172 51160 Salaries - Part Tim	12,513	12,513	7,259.56	683.37	.00	5,253.44	58.0%
19001172 51390 Salaries - Full Tim	23,726	23,726	8,993.77	1,173.09	.00	14,732.23	37.9%
19001172 63050 Employer Contr. SSI	4,768	4,768	2,043.38	158.17	.00	2,724.62	42.9%
19001172 63060 ER Contr Health/Den	6,937	6,937	2,366.02	254.68	.00	4,570.98	34.1%
<b>TOTAL Hoover Bunkhouse</b>	<b>8,644</b>	<b>8,644</b>	<b>-14,648.27</b>	<b>504.31</b>	<b>.00</b>	<b>23,292.27</b>	<b>-169.5%</b>
19001173 Hoover Campsite							
19001173 42250 Revenue	-6,000	-6,000	-5,680.00	-175.00	.00	-320.00	94.7%*
19001173 51160 Salaries - Part Tim	6,256	6,256	3,629.81	341.69	.00	2,626.19	58.0%
19001173 51390 Salaries - Full Tim	11,863	11,863	4,496.90	586.54	.00	7,366.10	37.9%
19001173 63050 Employer Contr. SSI	2,384	2,384	1,017.87	79.08	.00	1,366.13	42.7%
19001173 63060 ER Contr Health/Den	3,469	3,469	1,183.01	127.34	.00	2,285.99	34.1%
<b>TOTAL Hoover Campsite</b>	<b>17,972</b>	<b>17,972</b>	<b>4,647.59</b>	<b>959.65</b>	<b>.00</b>	<b>13,324.41</b>	<b>25.9%</b>
19001174 Hoover Meadowhawk Lodge							
19001174 42250 Revenue	-38,000	-38,000	-38,433.50	-6,955.00	.00	433.50	101.1%
19001174 43450 Security Deposit Re	-8,200	-8,200	-6,771.25	-487.50	.00	-1,428.75	82.6%*
19001174 51160 Salaries - Part Tim	6,256	6,256	6,358.84	868.19	.00	-102.84	101.6%*
19001174 51390 Salaries - Full Tim	18,112	18,112	4,319.50	586.54	.00	13,792.50	23.8%
19001174 63050 Employer Contr. SSI	2,863	2,863	1,152.66	79.08	.00	1,710.34	40.3%
19001174 63060 ER Contr Health/Den	3,469	3,469	1,183.01	127.34	.00	2,285.99	34.1%
<b>TOTAL Hoover Meadowhawk Lodge</b>	<b>-15,500</b>	<b>-15,500</b>	<b>-32,190.74</b>	<b>-5,781.35</b>	<b>.00</b>	<b>16,690.74</b>	<b>207.7%</b>
19001176 Environmental Education School							
19001176 42250 Revenue	-20,000	-20,000	-15,006.00	-2,904.00	.00	-4,994.00	75.0%*
19001176 51160 Salaries - Part Tim	14,000	14,000	10,447.12	1,471.49	.00	3,552.88	74.6%
19001176 51390 Salaries - Full Tim	2,723	2,723	2,203.28	213.82	.00	519.72	80.9%
19001176 63030 Program Supplies	700	700	54.11	33.93	.00	645.89	7.7%
19001176 63050 Employer Contr. SSI	1,681	1,681	1,495.66	106.49	.00	185.34	89.0%
<b>TOTAL Environmental Education Sch</b>	<b>-896</b>	<b>-896</b>	<b>-805.83</b>	<b>-1,078.27</b>	<b>.00</b>	<b>-90.17</b>	<b>89.9%</b>
19001177 Environmental Education Camps							

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FOR 2024 10

ACCOUNTS FOR:	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
1900 Forest Preserve							
19001177 42250 Revenue	-39,500	-39,500	-44,240.00	.00	.00	4,740.00	112.0%
19001177 51160 Salaries - Part Tim	28,000	28,000	37,093.41	2,615.91	.00	-9,093.41	132.5%*
19001177 51390 Salaries - Full Tim	6,535	6,535	84.66	.00	.00	6,450.34	1.3%
19001177 63030 Program Supplies	1,500	1,500	1,205.98	80.85	.00	294.02	80.4%
19001177 63040 Security Deposit Re	500	500	170.00	.00	.00	330.00	34.0%
19001177 63050 Employer Contr. SSI	3,447	3,447	3,146.52	348.83	.00	300.48	91.3%
TOTAL Environmental Education Cam	482	482	-2,539.43	3,045.59	.00	3,021.43	-526.9%
19001178 Environmental Educ. Natrl Beg.							
19001178 42250 Revenue	-145,000	-145,000	-148,171.00	-1,200.00	.00	3,171.00	102.2%
19001178 42860 Donations	-1,500	-1,500	.00	.00	.00	-1,500.00	.0%*
19001178 51160 Salaries - Part Tim	79,150	79,150	50,953.52	6,472.13	.00	28,196.48	64.4%
19001178 51390 Salaries - Full Tim	45,476	45,476	42,160.78	4,032.64	.00	3,315.22	92.7%
19001178 63030 Program Supplies	4,000	4,000	2,566.61	579.46	.00	1,433.39	64.2%
19001178 63040 Security Deposit Re	2,200	2,200	4,660.00	.00	.00	-2,460.00	211.8%*
19001178 63050 Employer Contr. SSI	16,335	16,335	12,966.59	1,066.91	.00	3,368.41	79.4%
TOTAL Environmental Educ. Natrl B	661	661	-34,863.50	10,951.14	.00	35,524.50	-5274.4%
19001179 Environ. Educ. Other Pblc Prg							
19001179 42250 Revenue	-20,000	-20,000	-14,627.00	-3,176.00	.00	-5,373.00	73.1%*
19001179 51160 Salaries - Part Tim	12,000	12,000	9,842.88	1,059.74	.00	2,157.12	82.0%
19001179 51390 Salaries - Full Tim	2,723	2,723	2,193.20	213.82	.00	529.80	80.5%
19001179 63030 Program Supplies	750	750	808.94	.00	.00	-58.94	107.9%*
19001179 63040 Security Deposit Re	500	500	12.00	.00	.00	488.00	2.4%
19001179 63050 Employer Contr. SSI	1,471	1,471	1,478.17	109.42	.00	-7.17	100.5%*
TOTAL Environ. Educ. Other Pblc P	-2,556	-2,556	-291.81	-1,793.02	.00	-2,264.19	11.4%
19001180 Environ. Educ. Laws of Nature							
19001180 51160 Salaries - Part Tim	4,265	4,265	3,217.99	322.37	.00	1,047.01	75.5%
19001180 63030 Program Supplies	600	600	350.43	68.25	.00	249.57	58.4%
19001180 63050 Employer Contr. SSI	449	449	342.25	23.63	.00	106.75	76.2%

YEAR-TO-DATE BUDGET REPORT

FOR 2024 10

ACCOUNTS FOR:	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
1900 Forest Preserve							
TOTAL Environ. Educ. Laws of Natu	5,314	5,314	3,910.67	414.25	.00	1,403.33	73.6%
<b>19001183 Grounds and Natural Resources</b>							
19001183 42250 Revenue	-37,500	-37,500	-29,250.00	-100.00	.00	-8,250.00	78.0%*
19001183 42290 Civilian Force Arms	0	0	-1,240.00	.00	.00	1,240.00	100.0%
19001183 42860 Donations	-1,000	-1,000	-1,070.00	.00	.00	70.00	107.0%
19001183 42900 Picnic Fees and She	-8,000	-8,000	-6,705.00	-470.00	.00	-1,295.00	83.8%*
19001183 51160 Salaries - Part Tim	50,875	50,875	30,383.16	2,422.00	.00	20,491.84	59.7%
19001183 51390 Salaries - Full Tim	112,794	112,794	91,537.49	8,676.54	.00	21,256.51	81.2%
19001183 62160 Equipment	25,000	25,000	17,284.83	2,423.88	.00	7,715.17	69.1%
19001183 62180 Gasoline / Fuel / O	20,000	20,000	13,528.77	2,389.82	.00	6,471.23	67.6%
19001183 62400 Uniforms / Clothing	2,500	2,500	1,488.62	.00	.00	1,011.38	59.5%
19001183 63040 Security Deposit Re	160	160	50.00	.00	.00	110.00	31.3%
19001183 63050 Employer Contr. SSI	20,471	20,471	19,620.96	7,246.40	.00	850.04	95.8%
19001183 63060 ER Contr Health/Den	27,749	27,749	23,157.80	2,039.15	.00	4,591.20	83.5%
19001183 63070 Refuse Pickup	8,500	8,500	7,972.39	711.99	.00	527.61	93.8%
19001183 63090 Natural Gas	5,250	5,250	3,170.82	226.25	.00	2,079.18	60.4%
19001183 63110 Shop Supplies	9,000	9,000	5,316.24	165.58	.00	3,683.76	59.1%
19001183 63540 Telephones	8,000	8,000	6,561.66	359.34	.00	1,438.34	82.0%
19001183 68530 Preserve Improvemen	10,000	10,000	7,705.16	2,086.59	.00	2,294.84	77.1%
TOTAL Grounds and Natural Resourc	253,799	253,799	189,512.90	28,177.54	.00	64,286.10	74.7%
<b>19001184 Pickertill - Pigott</b>							
19001184 42250 Revenue	-14,000	-14,000	-9,490.00	-1,340.00	.00	-4,510.00	67.8%*
19001184 42900 Picnic Fees and She	-180	-180	-325.00	.00	.00	145.00	180.6%
19001184 43450 Security Deposit Re	-5,000	-5,000	-1,765.00	-405.00	.00	-3,235.00	35.3%*
19001184 51160 Salaries - Part Tim	3,125	3,125	1,693.50	27.00	.00	1,431.50	54.2%
19001184 63040 Security Deposit Re	5,000	5,000	1,765.00	405.00	.00	3,235.00	35.3%
19001184 63050 Employer Contr. SSI	239	239	104.43	.00	.00	134.57	43.7%
19001184 63100 Electric	2,700	2,700	6,849.39	357.05	.00	-4,149.39	253.7%*
TOTAL Pickertill - Pigott	-8,116	-8,116	-1,167.68	-955.95	.00	-6,948.32	14.4%
TOTAL Forest Preserve	0	0	-251,517.23	-241,569.06	.00	251,517.23	100.0%
TOTAL REVENUES	-1,569,627	-1,569,627	-1,356,460.08	-342,317.19	.00	-213,166.92	
TOTAL EXPENSES	1,569,627	1,569,627	1,104,942.85	100,748.13	.00	464,684.15	
PRIOR FUND BALANCE			652,394.30				
CHANGE IN FUND BAL - NET OF REVENUES/EXPENSES			251,517.23				



## YEAR-TO-DATE BUDGET REPORT

FOR 2024 10

ACCOUNTS FOR:	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
1902 FP Debt Service 2012							
<b>190211 FP Debt Service 2012</b>							
190211 41350 Interest Income	0	0	-4.66	.00	.00	4.66	100.0%
190211 61420 Trnsf. to FP Capital	0	0	1,081.90	.00	.00	-1,081.90	100.0%*
TOTAL FP Debt Service 2012	0	0	1,077.24	.00	.00	-1,077.24	100.0%
TOTAL FP Debt Service 2012	0	0	1,077.24	.00	.00	-1,077.24	100.0%
TOTAL REVENUES	0	0	-4.66	.00	.00	4.66	
TOTAL EXPENSES	0	0	1,081.90	.00	.00	-1,081.90	
PRIOR FUND BALANCE				1,077.24			
CHANGE IN FUND BALANCE - NET OF REVENUES/EXPENSES				-1,077.24			
REVISED FUND BALANCE				.00			

YEAR-TO-DATE BUDGET REPORT

FOR 2024 10

ACCOUNTS FOR:	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
1903 FP Debt Service 2015/2016/2017							
<b>190311 FP Debt Service 2015/2016/2017</b>							
190311 41010 Current Property Tax	-5,710,248	-5,710,248	-5,559,962.16	-2,315,051.49	.00	-150,285.84	97.4%*
190311 41350 Interest Income	-55,386	-55,386	-48,880.86	-8,251.24	.00	-6,505.14	88.3%*
190311 61380 Transfer to Debt Serv	0	0	1,936.64	.00	.00	-1,936.64	100.0%*
190311 61420 Trnsf. to FP Capital	81,467	81,467	98,714.98	.00	.00	-17,247.98	121.2%*
190311 66500 Miscellaneous Expense	475	475	675.00	.00	.00	-200.00	142.1%*
190311 68640 Fiscal Agent Fee	1,900	1,900	1,650.00	.00	.00	250.00	86.8%
190311 68710 Dbt Srv 2015 Interest	351,690	351,690	351,690.00	.00	.00	.00	100.0%
190311 68720 Dbt Srv 2015 Principa	45,000	45,000	45,000.00	.00	.00	.00	100.0%
190311 68730 Dbt Srv 2016 Interest	278,788	278,788	278,787.50	.00	.00	.50	100.0%
190311 68740 Dbt Srv 2016 Principa	230,000	230,000	230,000.00	.00	.00	.00	100.0%
190311 68750 Dbt Srv 2017 Interest	104,375	104,375	104,375.00	.00	.00	.00	100.0%
190311 68760 Dbt Srv 2017 Principa	4,175,000	4,175,000	4,175,000.00	.00	.00	.00	100.0%
TOTAL FP Debt Service 2015/2016/2	-496,939	-496,939	-321,013.90	-2,323,302.73	.00	-175,925.10	64.6%
TOTAL FP Debt Service 2015/2016/2	-496,939	-496,939	-321,013.90	-2,323,302.73	.00	-175,925.10	64.6%
TOTAL REVENUES	-5,765,634	-5,765,634	-5,608,843.02	-2,323,302.73	.00	-156,790.98	
TOTAL EXPENSES	5,268,695	5,268,695	5,287,829.12	.00	.00	-19,134.12	
PRIOR FUND BALANCE				5,849,640.18			
CHANGE IN FUND BALANCE				321,013.90			
REVISED FUND BALANCE				6,170,654.08			

## YEAR-TO-DATE BUDGET REPORT

FOR 2024 10

ACCOUNTS FOR:	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
1904 KCFPD Endowment Fund							
<b>190411 KCFPD Endowment Fund</b>							
190411 40500 Trn fr Pick-Pigt IDNR	-300,000	-300,000	.00	.00	.00	-300,000.00	.0%*
190411 41350 Interest Income	-30,000	-30,000	-4,716.15	.00	.00	16,134.61	153.8%
190411 41720 Donations - Hughes Es	-160,000	-160,000	-10,000.00	.00	.00	-150,000.00	6.3%*
190411 42970 Grant Award	-300,000	-300,000	-300,000.00	.00	.00	0.00	100.0%
190411 61390 Trans to Pickeri11-pi	300,000	300,000	.00	.00	.00	300,000.00	.0%
190411 62150 Contractual Services	170,550	170,550	92,583.89	.00	.00	77,966.11	54.3%
190411 70330 Construction	1,304,080	1,304,080	39,255.00	37,980.00	.00	1,264,825.00	3.0%
TOTAL KCFPD Endowment Fund	984,630	984,630	-224,295.72	33,263.85	.00	1,208,925.72	-22.8%
TOTAL KCFPD Endowment Fund	984,630	984,630	-224,295.72	33,263.85	.00	1,208,925.72	-22.8%
TOTAL REVENUES	-790,000	-790,000	-356,134.61	-4,716.15	.00	-433,865.39	
TOTAL EXPENSES	1,774,630	1,774,630	131,838.89	37,980.00	.00	1,642,791.11	
PRIOR FUND BALANCE			846,055.65				
CHANGE IN FUND BALANCE			224,295.72				
REVISED FUND BALANCE			1,070,351.37				

## YEAR-TO-DATE BUDGET REPORT

FOR 2024 10

ACCOUNTS FOR:	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
1905 KCFPD Project Fund #1							
<b>190511 KCFPD Project Fund #1</b>							
190511 40500 Trn fr Pick-Pigt IDNR	-504,842	-504,842	.00	.00	.00	-504,842.00	.0%*
190511 42970 Grant Award	-504,842	-504,842	.00	.00	.00	-504,842.00	.0%*
190511 43880 Kendall County Escrow	-336,562	-336,562	.00	.00	.00	-336,562.00	.0%*
190511 61390 Trans to Pickerill-Pj	504,842	504,842	.00	.00	.00	504,842.00	.0%
190511 70960 Consultants	110,000	110,000	2,480.00	.00	.00	107,520.00	2.3%
190511 70330 Construction	731,404	731,404	.00	.00	.00	731,404.00	.0%
TOTAL KCFPD Project Fund #1	0	0	2,480.00	.00	.00	-2,480.00	100.0%
TOTAL KCFPD Project Fund #1	0	0	2,480.00	.00	.00	-2,480.00	100.0%
TOTAL REVENUES	-1,346,246	-1,346,246	.00	.00	.00	-1,346,246.00	
TOTAL EXPENSES	1,346,246	1,346,246	2,480.00	.00	.00	1,343,766.00	
PRIOR FUND BALANCE				.00			
CHANGE IN FUND BALANCE - NET OF REVENUES/EXPENSES			-2,480.00				
REVISED FUND BALANCE			-2,480.00				

YEAR-TO-DATE BUDGET REPORT

FOR 2024 10

ACCOUNTS FOR:	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
1907 Forest Preserve Capital Exp.							
<b>190711 Forest Preserve Capital Exp.</b>							
190711 40510 Transf. frm 2012/16/1	-81,467	-81,467	-99,796.88	.00	.00	18,329.88	122.5%
190711 41350 Interest Income	-6,000	-6,000	-23,516.74	-1,608.28	.00	17,516.74	391.9%
190711 42490 Other Revenue	0	0	-550.00	.00	.00	550.00	100.0%
190711 62160 Equipment	200,000	200,000	66,658.36	.00	.00	133,341.64	33.3%
190711 66500 Miscellaneous Expense	30,000	30,000	23,550.78	3,744.40	.00	6,449.22	78.5%
190711 68500 Project Fund Expenses	160,000	160,000	44,388.99	650.54	.00	115,611.01	27.7%
TOTAL Forest Preserve Capital Exp	302,533	302,533	10,734.51	2,786.66	.00	291,798.49	3.5%
TOTAL Forest Preserve Capital Exp	302,533	302,533	10,734.51	2,786.66	.00	291,798.49	3.5%
TOTAL REVENUES	-87,467	-87,467	-123,863.62	-1,608.28	.00	36,396.62	
TOTAL EXPENSES	390,000	390,000	134,598.13	4,394.94	.00	255,401.87	

PRIOR FUND BALANCE  
CHANGE IN FUND BALANCE - NET OF REVENUES/EXPENSES  
REVISED FUND BALANCE

487,872.81  
-10,734.51  
477,138.30

## YEAR-TO-DATE BUDGET REPORT

FOR 2024 10

ACCOUNTS FOR:	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
1910 FP Land Cash							
<b>191011 FP Land Cash</b>							
191011 40330 Transf. fr FP Land Ca	-114,757	-114,757	-141,282.45	-141,282.45	.00	26,525.45	123.1%
191011 41350 Interest Income	0	0	-1,092.87	-1,092.87	.00	1,092.87	100.0%
191011 42970 Grant Award	-75,000	-75,000	.00	.00	.00	-75,000.00	.0%*
191011 67410 Land Acquisition	325,161	325,161	.00	.00	.00	325,161.00	.0%
TOTAL FP Land Cash	135,404	135,404	-142,375.32	-142,375.32	.00	277,779.32	-105.1%
TOTAL FP Land Cash	135,404	135,404	-142,375.32	-142,375.32	.00	277,779.32	-105.1%
TOTAL REVENUES	-189,757	-189,757	-142,375.32	-142,375.32	.00	-47,381.68	
TOTAL EXPENSES	325,161	325,161	.00	.00	.00	325,161.00	
PRIOR FUND BALANCE			135,404.75	135,404.75			
CHANGE IN FUND BALANCE			142,375.32	142,375.32			
REVISED FUND BALANCE			277,780.07	277,780.07			
- NET OF REVENUES/EXPENSES							

YEAR-TO-DATE BUDGET REPORT

FOR 2024 10

ACCOUNTS FOR:	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
1911 FP Liability Insurance Fund							
<u>191111 FP Liability Insurance Fund</u>							
191111 41350 Interest Income	0	0	-174.19	-174.19	.00	174.19	100.0%
191111 68990 Claims	25,000	25,000	2,200.00	.00	.00	22,800.00	8.8%
TOTAL FP Liability Insurance Fund	25,000	25,000	2,025.81	-174.19	.00	22,974.19	8.1%
TOTAL FP Liability Insurance Fund	25,000	25,000	2,025.81	-174.19	.00	22,974.19	8.1%
TOTAL REVENUES	0	0	-174.19	-174.19	.00	174.19	
TOTAL EXPENSES	25,000	25,000	2,200.00	.00	.00	22,800.00	
PRIOR FUND BALANCE			46,300.00				
CHANGE IN FUND BALANCE - NET OF REVENUES/EXPENSES			-2,025.81				
REVISED FUND BALANCE			44,274.19				



## YEAR-TO-DATE BUDGET REPORT

FOR 2024 10

ACCOUNTS FOR:	KCFP Grant Funded Proj Reserve	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
<b>191311 KCFP Grant Funded Proj Reserve</b>								
191311 41350 Interest Income	0	0	-3,271.27	-3,271.27	.00	.00	3,271.27	100.0%
191311 61360 Transf to FP OSLAD Gr	504,842	504,842	.00	.00	.00	.00	504,842.00	.0%
191311 61570 Trn to Rest Subat 190	300,000	300,000	.00	.00	.00	.00	300,000.00	.0%
TOTAL KCFP Grant Funded Proj Rese	804,842	804,842	-3,271.27	-3,271.27	.00	.00	808,113.27	-.4%
TOTAL KCFP Grant Funded Proj Rese	804,842	804,842	-3,271.27	-3,271.27	.00	.00	808,113.27	-.4%
TOTAL REVENUES	0	0	-3,271.27	-3,271.27	.00	.00	3,271.27	
TOTAL EXPENSES	804,842	804,842	.00	.00	.00	.00	804,842.00	
PRIOR FUND BALANCE				828,200.00				
CHANGE IN FUND BALANCE - NET OF REVENUES/EXPENSES				3,271.27				
REVISED FUND BALANCE				831,471.27				



## YEAR-TO-DATE BUDGET REPORT

FOR 2024 10

ACCOUNTS FOR:	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
1914 FP American Rescue Plan Act							
<b>191411 FP American Rescue Plan Act</b>							
191411 40390 Transfer from ARPA Fu	-100,000	-100,000	-100,000.00	.00	.00	.00	100.0%
191411 41350 Interest Income	0	0	-68.13	-68.13	.00	68.13	100.0%
191411 51160 Salaries - Part Time	0	0	6,463.06	1,800.81	.00	-6,463.06	100.0%*
191411 51390 Salaries - Full Time	39,028	39,028	24,811.77	.00	.00	14,216.23	63.6%
191411 61160 Transf. to IMRF Fund	2,272	2,272	1,895.44	104.81	.00	376.56	83.4%
191411 63050 Employer Contr. SSI &	2,986	2,986	2,489.12	137.76	.00	496.88	83.4%
191411 63060 Employer Cont HlthDen	13,875	13,875	8,514.05	.00	.00	5,360.95	61.4%
191411 68530 Preserve Improvements	98,139	98,139	27,931.41	7,709.60	.00	70,207.59	28.5%
TOTAL FP American Rescue Plan Act	56,300	56,300	-27,963.28	9,684.85	.00	84,263.28	-49.7%
TOTAL FP American Rescue Plan Act	56,300	56,300	-27,963.28	9,684.85	.00	84,263.28	-49.7%
TOTAL REVENUES	-100,000	-100,000	-100,068.13	-68.13	.00	68.13	
TOTAL EXPENSES	156,300	156,300	72,104.85	9,752.98	.00	84,195.15	
PRIOR FUND BALANCE			58,263.73				
CHANGE IN FUND BALANCE			27,963.28				
REVISED FUND BALANCE			86,227.01				

## YEAR-TO-DATE BUDGET REPORT

FOR 2024 10



ACCOUNTS FOR:	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
1915 FP Debt Service 2021							
<b>191511 FP Debt Service 2021</b>							
191511 40510 Transf. frm 2012/16/1	0	0	-1,936.64	.00	.00	1,936.64	100.0%
191511 41010 Current Property Tax	-82,544	-82,544	-80,660.92	-33,585.51	.00	-1,883.08	97.7%*
191511 41350 Interest Income	-100	-100	-508.28	-508.28	.00	408.28	508.3%
191511 66500 Miscellaneous Expense	475	475	.00	.00	.00	475.00	.0%
191511 68640 Fiscal Agent Fee	1,107	1,107	475.00	.00	.00	632.00	42.9%
191511 68790 Dbt Srv 2021 Interest	33,544	33,544	33,543.76	.00	.00	.24	100.0%
191511 68800 Dbt Srv 2021 Principa	50,000	50,000	50,000.00	.00	.00	.00	100.0%
TOTAL FP Debt Service 2021	2,482	2,482	912.92	-34,093.79	.00	1,569.08	36.8%
TOTAL FP Debt Service 2021	2,482	2,482	912.92	-34,093.79	.00	1,569.08	36.8%
TOTAL REVENUES	-82,644	-82,644	-83,105.84	-34,093.79	.00	461.84	
TOTAL EXPENSES	85,126	85,126	84,018.76	.00	.00	1,107.24	
PRIOR FUND BALANCE				65,335.24			
CHANGE IN FUND BAL - NET OF REVENUES/EXPENSES				-912.92			
REVISED FUND BALANCE				64,422.32			

YEAR-TO-DATE BUDGET REPORT

FOR 2024 10



	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
GRAND TOTAL	1,814,252	1,814,252	-952,323.69	-2,698,168.45	.00	2,766,575.69	-52.5%

\*\* END OF REPORT - Generated by Latreese Caldwell \*\*

**NON-EXCLUSIVE  
UTILITY AND RIGHT-OF-WAY  
TEMPORARY EASEMENT AGREEMENT**

**TEMPORARY EASEMENT #24-06-001**

**EXHIBIT A TRACT #S: 04-04-400-011 (Partial); 04-09-100-008 (Partial); 04-10-100-001 (Partial)  
RESOLUTION #24-06-001**

**MILLBROOK NORTH FOREST PRESERVE**

This Agreement made and entered into this XX day of JULY, 2024 with approval of Resolution #24-06-001 by the Board of Commissioners ("Board") of the Kendall County Forest Preserve District, Kendall County, Illinois ("District" or "Grantor"), and by signature of both parties between the District, a body corporate and politic, with the principal office and mailing address of 110 West Madison Street Yorkville, Illinois 60560, and Ohio Valley Acquisition, LLC ANR Pipeline Company, A Delaware Corporation [AB1] ("Grantee") a limited liability company with a principal address of 8520 Parkersburg Road, Sandyville, West Virginia, 25275 700 Louisiana Street, Suite 1300, Houston, Texas 77002 in service to ANR Pipeline Company / TC Energy, a public utility.

WHEREAS, the District is the owner of the Millbrook North Forest Preserve which includes property known as District Tract Numbers 04-04-400-011; 04-09-100-008, and 04-10-100-001 located within Fox Township, Kendall County, Illinois, and under the Illinois Downstate Forest Preserve District Act (70 ILCS 805/6) is authorized and has the power to "grant licenses, easements and rights-of-way for the construction, operation and maintenance upon, under or across any property of such District of facilities for water, sewage, telephone, telegraph, electric, gas, renewable energy, or other public service, subject to such terms and conditions as may be determined by such District"; and

WHEREAS, the District approved Ordinance #06-04-01 regarding the granting of easements and licenses on April 18, 2006; and

WHEREAS, Ohio Valley Acquisition, LLC ANR Pipeline Company (Grantee) requires a temporary easement for the purpose of completing certain environmental, archaeological, and property boundary surveys for federal permitting, and construction, installation, maintenance, operation, inspection, repair, removal, abandonment and/or restoration of a new 42" (forty-two inch) natural gas pipeline within the temporary easement boundaries as shown in the Exhibit A attachment; and

WHEREAS, the District (Grantor) is willing to grant a temporary easement upon the terms and conditions set forth as follows.

The Grantor hereby grants to Grantee a n temporary easement for a term of two years, five months and \_\_\_\_\_ day ninety-nine years commencing upon July XX, 2024 and terminating on December 31, 21023 6 2027 for the purpose of completing permitting, and construction, installation, maintenance, operation, inspection, repair, removal, abandonment and/or restoration of a new 42" (forty-two inch) natural gas pipeline as shown on the attached Kendall County GIS Exhibit A, with an acreage of 5.58 total acres, upon the following conditions:

1. The Grantee shall pay the temporary easement "Fees and Reimbursements" total sum of \$88,700.00 as detailed in Exhibit B prior to commencement of work.

2. The subject parcels will be closed to the general public for the duration of the ~~temporary easement period~~ construction of the pipeline. The District's licensed farm operator(s) and their subcontractors shall have full access to all parcels at all times for the purpose of farming the subject parcels, including the ~~temporary~~ easement area(s). Any damage to crops within the temporary easement area during all production years, including crops lost due to delay in harvest from adjacent areas as a result of Grantee activities will be reimbursed based on a rate of 1.5 times the per bushel market prices for November soybeans and December corn for that production year based on previous per acre average bushel yield production within the subject parcels, with yield production within the subject parcels as determined at the sole discretion of the Grantor.
- ~~3. The Grantee shall be required to remove installations, improvements, etc. and restore the property unless the temporary easement is successfully re-negotiated prior to the termination date. Said removal and restoration shall be completed by Grantee within thirty (30) days of the termination date, unless otherwise authorized by the Grantor in writing.~~
- ~~4.3. This temporary easement may be renegotiated and renewed upon expiration. The Grantee, following approval of their Federal Energy Regulatory Commission construction permit for the new pipeline, but prior to commencement of construction activities on the District's property, shall negotiate and pay the Grantor for the additional 99-year easement on the aforementioned subject parcels.~~
- ~~5. Grantor agrees to extend a Monetary Fee credit of \$15,000 per acre to the Grantee towards the separate, future purchase of the 99-year easement provided the purchase of the 99-year easement is completed prior to the termination date of this temporary easement agreement, or no later than December 31, 2026/2027. No Monetary Fee credit will be extended if the Grantee fails to purchase a 99-year easement following termination of this agreement.~~
- ~~6.4. Grantee shall assume all risks and liabilities for damages, injuries, or loss to either property or persons which may be incurred by the Grantee or its agents, contractors, and invitees within the Temporary Easement Area.~~
- ~~7.5. This non-exclusive temporary easement as herein granted may be used by the Grantee solely for the purpose of permitting surveys and, construction, installation, maintenance, operation, inspection, repair, removal, abandonment and/or restoration of a single 42" (42-inch) natural gas pipeline within the Temporary Easement Area. The Grantee does not have the right to license or otherwise grant or assign rights in, on, under, or across the Temporary Easement Area to other parties.~~
- ~~8.6. The Grantee shall at all times conduct its activities within the Temporary Easement Area in such a manner as not to interfere with or otherwise impede the Grantor's use, management, and development of the Preserve which surrounds and includes the Temporary Easement Area.~~
- ~~9.7. Any and all cultural artifacts, prehistoric and historic, recovered as part of the Grantor's archaeological surveys shall be remanded to and remain the property of the Kendall County~~

Forest Preserve District, Kendall County, Illinois. All final third-party archaeological reports generated will be provided to the District.

~~10.8.~~ The Grantee agrees to indemnify and hold harmless the Grantor from and against all claims, demands, actions, or suits in law or in equity (including costs and expenses such as attorney's fees, expert witness fees incident thereto) for, or on account of, injury, damage, or loss to the person or property of others caused by the Grantee while surveying, constructing, maintaining, operating, repairing, removing, restoring, or that may be caused otherwise by the Grantee in its exercise of the rights granted herein.

~~11.9.~~ Except in emergencies, the Grantee shall provide the Grantor with ~~reasonable at least forty eight (48) hours~~ advanced notice prior to any excavation or vegetation removal conducted in connection with the construction, ~~installation~~, maintenance, operation, inspection, repair, removal, or restoration within the ~~Temporary~~ Easement Area. Advance notice shall be sent by electronic transmission or by registered mail to the Executive Director of the District at the above referenced address.

~~12.10.~~ Except in emergencies, the District shall provide the Grantee with ~~reasonable forty eight (48) hours~~ advanced notice prior to any action within the ~~Temporary~~ Easement Area which may negatively impact the Grantee's rights granted herein. Notice shall be sent to the Real Estate Manager at the above referenced address.

~~13.11.~~ The provisions of any of the Grantor's currently existing agreements, and all rights, powers, privileges, duties, obligations, and liabilities created thereby, remain in full force and effect, and are not affected hereby except to the extent and in the manner set forth herein.

~~14.12.~~ The Grantee shall restore the ~~Temporary~~ Easement Area to the reasonable satisfaction of the District upon completion of the installation, repair, removal, or other excavation or vegetation removal activities.

~~15.13.~~ The Grantee is responsible for procuring all ~~necessary applicable~~ Federal, State, County and municipal permits, variances, signoffs, etc. The Grantee shall provide copies of all applications, baseline information, natural and cultural resource data reports including delivery of all cultural artifacts recovered to the Grantor unless otherwise required by State or federal law, Environmental Impact Statements, and Environmental Assessment Reports required for review and comment. Proof of permit and signoffs will be required.

~~16.14.~~ Special Conditions

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

This Agreement and the covenants contained herein shall extend to, and be binding upon the successors and assigns of the Grantor. The ~~temporary~~ easement is not assignable by the Grantee without the Grantor's written permission. Failure to comply with any of the conditions of this

Agreement shall make it null and void and require removal of all Grantee's installations, improvements, etc. and restoration of the ~~Temporary~~ Easement Area by the Grantee.

IN WITNESS WHEREOF, the parties have executed this instrument the day and year first referened above.

GRANTEE:

Representative:

Representing: Ohio Valley Acquisition LLC in service to ANR Pipeline Company / TC Energy ANR Pipeline Company

Title:

Signature: \_\_\_\_\_

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

WITNESSETH:

Representative:

Representing: Ohio Valley Acquisition LLC in service to ANR Pipeline Company / TC Energy ANR Pipeline Company

Title:

Signature: \_\_\_\_\_

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

Notarization:

State of Illinois )  
 ) ss.

County of Kendall )

I, the undersigned, a Notary Public in, and for said County, in the state aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_ and \_\_\_\_\_, personally known to me to be the \_\_\_\_\_ and \_\_\_\_\_ respectively of the Ohio Valley Acquisition LLC ANR Pipeline Company, and to be the same persons whose names are subscribed to the foregoing instrument as such \_\_\_\_\_ and \_\_\_\_\_, respectively, appeared before me this day in person and acknowledged that they signed, sealed, and delivered the said instrument as their free and voluntary act and as the free and voluntary

act of said entity for the uses and purposes therein set forth; and on their respective oaths stated that they were duly authorized to execute said instrument, and that the seal affixed thereto is the seal of said entity.

Witness my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ at \_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for said County

My commission expires: \_\_\_\_\_.

**GRANTOR:**

Representative: Brian DeBolt

Representing: Kendall County Forest Preserve District Board of Commissioners, Kendall County, Illinois

Title: President

Signature: \_\_\_\_\_

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

**WITNESSETH:**

Representative: Seth Wormley

Representing: Kendall County Forest Preserve District Board of Commissioners, Kendall County, Illinois

Title: Secretary

Signature: \_\_\_\_\_

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

**Notarization:**

State of Illinois )

) ss.

County of Kendall )

I, the undersigned, a Notary Public in, and for said County, in the state aforesaid, DO HEREBY CERTIFY that Brian DeBolt and Seth Wormley, personally known to me to be the President and Secretary respectively of the Kendall County Forest Preserve District, Kendall County, Illinois Board of Commissioners, and to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, respectively, appeared before me this day in person and acknowledged that they signed, sealed, and delivered the said instrument as their free and voluntary act and as the



free and voluntary act of said entity for the uses and purposes therein set forth; and on their respective oaths stated that they were duly authorized to execute said instrument, and that the seal affixed thereto is the seal of said entity.

Witness my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ at \_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for said County

My commission expires: \_\_\_\_\_.

DRAFT

**David Guritz**

---

**From:** David Guritz  
**Sent:** Friday, September 27, 2024 2:42 PM  
**To:** Andrew Black  
**Cc:** Antoinette White; Damon Wright  
**Subject:** RE: [External]RE: Ohio Valley Proposed Revisions - Requested Updates  
**Attachments:** Temporary Easement - FINAL DRAFT for RESPONSE - 06-18-2024 (RS Comments)(1242689.1).docx

Good afternoon Andrew:

Got it. So you're anticipating that the terms and costs will be amended based on the certified plats.

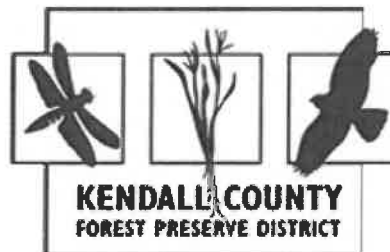
We'll hold off on our review until the final acreage is defined for the temporary and 99-year easements.

From there, we'll amend the final draft of the redline agreement, and send it back your way for acceptance.

Sincerely,

Dave

Dave Guritz  
Executive Advisor  
Kendall County Forest Preserve District  
(630) 553-4131  
[dguritz@kendallcountyil.gov](mailto:dguritz@kendallcountyil.gov)



Subscribe to the [Stepping Stones eNewsletter](#) today!

---

**From:** Andrew Black <[andrewblack@ohiovalleyacquisition.com](mailto:andrewblack@ohiovalleyacquisition.com)>  
**Sent:** Friday, September 27, 2024 2:34 PM  
**To:** David Guritz <[dguritz@kendallcountyil.gov](mailto:dguritz@kendallcountyil.gov)>  
**Cc:** Antoinette White <[awhite@kendallcountyil.gov](mailto:awhite@kendallcountyil.gov)>; Damon Wright <[damonwright@ohiovalleyacquisition.com](mailto:damonwright@ohiovalleyacquisition.com)>  
**Subject:** [External]RE: Ohio Valley Proposed Revisions - Requested Updates

CAUTION - This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

David

The agreement will need to be adjusted once the certified plats are received to separate out the Permanent, Temporary and Additional Temporary Easement workspaces. The 5.58 acres listed in the agreement was based off the total acreage of all of these for the temporary easement agreement only.

The agreement redline can be worked thru prior to getting the separated acreages in place.

*Andrew D Black*

Non-Environmental Permit Coordinator

Ohio Valley Acquisition

Representing Columbia Gas Transmission, ANR Pipeline Subsidiaries of TC Energy

[AndrewBlack@ohiovalleyacquisition.com](mailto:AndrewBlack@ohiovalleyacquisition.com)

607.207.8794



---

**From:** David Guritz <[dguritz@kendallcountyil.gov](mailto:dguritz@kendallcountyil.gov)>

**Sent:** Friday, September 27, 2024 2:16 PM

**To:** Andrew Black <[andrewblack@ohiovalleyacquisition.com](mailto:andrewblack@ohiovalleyacquisition.com)>

**Cc:** Antoinette White <[awhite@kendallcountyil.gov](mailto:awhite@kendallcountyil.gov)>; Damon Wright <[damonwright@ohiovalleyacquisition.com](mailto:damonwright@ohiovalleyacquisition.com)>

**Subject:** Ohio Valley Proposed Revisions - Requested Updates

Andrew:

Just so we're on the same page, costs for the 99-year easement based on the 5.58-acres presented in the redline version in accordance with the District's Ordinance will be calculated as follows:

[Fair Market Value + \$25,000 per acre] X 5.58-acres.

The District purchased Millbrook North Forest Preserve for \$30,969.34 per acre.

This would bring your total for the 99-year easement to \$312,308.90.

Please confirm that this is how you would now like to proceed. Alternatively, your attorney(s) can contact me if they have questions on the easement cost assessment. If there are questions I cannot answer, I can work to schedule a conference call with ASA Coffey as needed.

ASA Coffey and I have a conference call scheduled for Monday afternoon to review the redline version received.

Sincerely,

Dave

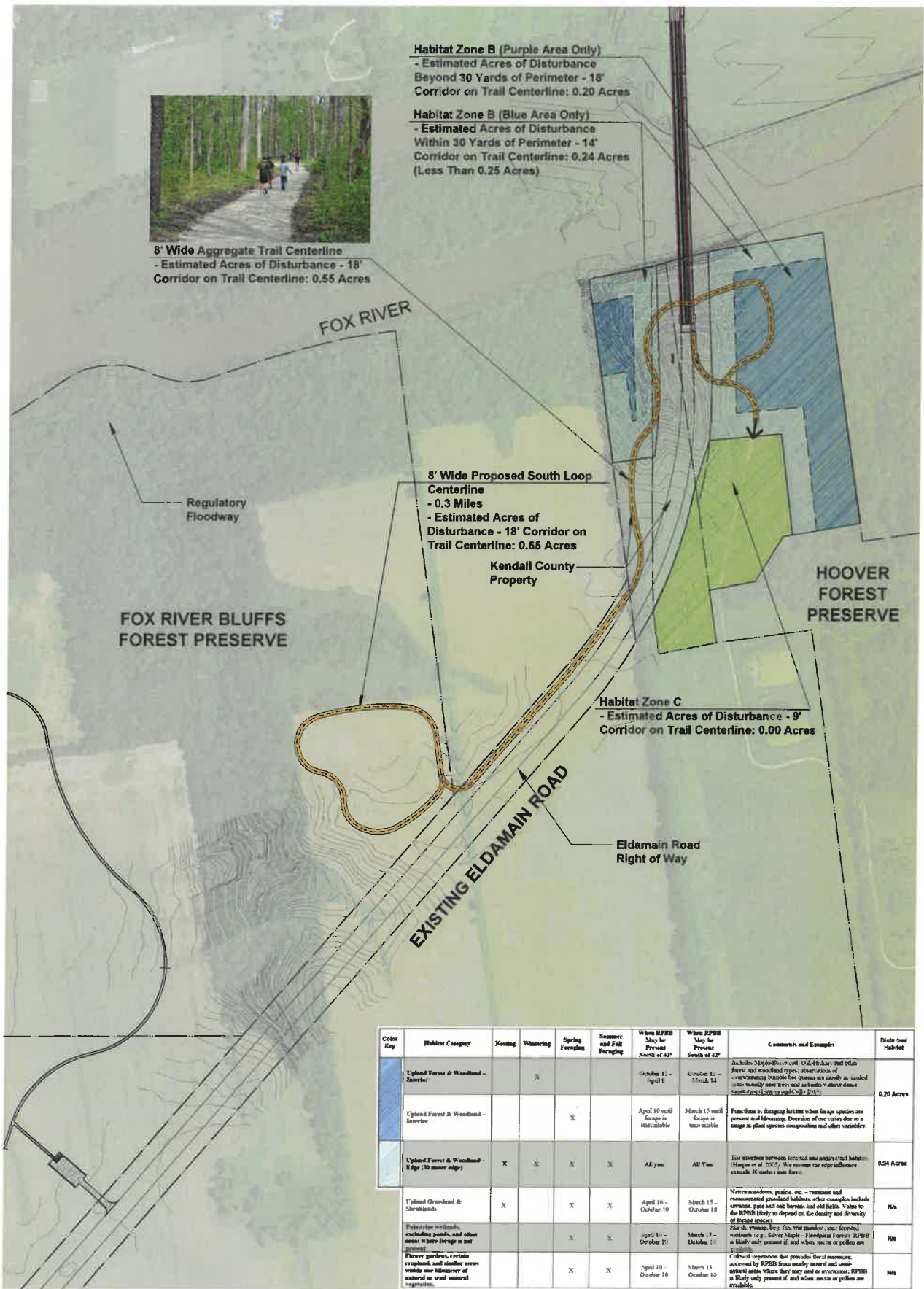
Dave Guritz

Executive Advisor

Kendall County Forest Preserve District

(630) 553-4131

[dguritz@kendallcountyil.gov](mailto:dguritz@kendallcountyil.gov)



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

SCALE: 1" = 150'-0"  
0 75' 150' 300' 450'  
October 7, 2024  
Copyright 2024 Upland Design Ltd  
Project #1230

**Table 1. Habitats and their typical seasons of use by the rusty patched bumble bee (RPBB). Rusty patched bumble bee habitat is typified by natural or semi-natural vegetation and often contains plants used by the species. The species' use of flower gardens, certain cultivated cropland (e.g., sunflower fields), and similar areas in which forage is concentrated are exceptions to this rule.**

Habitat Category	Nesting	Wintering	Spring Foraging	Summer and Fall Foraging	When RPBB May be Present North of 42°	When RPBB May be Present South of 42°	Comments and Examples
Upland Forest & Woodland – Interior		X			October 11 – April 9	October 11 – March 14	Includes Maple-Basswood; Oak-Hickory and other forest and woodland types; observations of overwintering bumble bee queens are mostly in shaded areas usually near trees and in banks without dense vegetation (Lietzner and Colla 2019).
Upland Forest & Woodland – Interior			X		April 10 until forage is unavailable	March 15 until forage is unavailable	Functions as foraging habitat when forage species are present and blooming. Duration of use varies due to a range in plant species composition and other variables.
Upland Forest & Woodland – Edge (30 meter edge)	X	X	X	X	All year	All Year	The interface between forested and nonforested habitats (Harper et al. 2005). We assume the edge influence extends 30 meters into forest.
Upland Grassland & Shrublands	X		X	X	April 10 – October 10	March 15 – October 10	Native meadows, prairie, etc. – remnants and reconstructed grassland habitats; other examples include savanna, pine and oak barrens and old fields. Value to the RPBB likely to depend on the density and diversity of forage species.
Palustrine wetlands, excluding ponds, and other areas where forage is not present			X	X	April 10 – October 10	March 15 – October 10	Marsh, swamp, bog, fen, wet meadow, etc.; forested wetlands (e.g., Silver Maple - Floodplain Forest). RPBB is likely only present if, and when, nectar or pollen are available.
Flower gardens, certain cropland, and similar areas within one kilometer of natural or semi-natural vegetation.			X	X	April 10 – October 10	March 15 – October 10	Cultural vegetation that provides floral resources; accessed by RPBB from nearby natural and semi-natural areas where they may nest or overwinter; RPBB is likely only present if, and when, nectar or pollen are available.

# Kendall County Forest Preserve District Operating Fund

FY25 PRELIMINARY BUDGET DRAFT: OCTOBER 8, 2024		FINAL	BUDGET	2024 YTD	PRELIM BUDGET	% Change
KCFPD Operating Fund #1900		2023	2024	9/30/24	2025	
ACCOUNT & DESCRIPTION						
Beginning Balance (est.)		600,007	652,394	652,394	652,394	
<b>REVENUE</b>						
190011 40350	Transfer In from Forest Preserve Improvement Fund #1906					
190011 40300	Transfer In from Forest Preserve 2007 Bond Proceeds Fund #1901					
190011	Transfer In from Kendall County - American Rescue Plan Act Transfer	709,879	759,981	748,375	799,269	105.2%
190011 41010	Current Tax					
190011 41350	Interest Income	7,997	7,400	8,746	9,675	130.7%
190011 42250	Other Income (Sponsorship Income)					
190011 42250	Other Income (Carbon Credits Sales - Fox River Bluffs & Res. Woods)	40	149,058		149,058	100.0%
19001162 42250	Ellis Center Grounds (Farm License Rev.)	28,390	27,997	27,458	32,000	114.3%
19001163 42250	Ellis Center Camps	13,781	13,750	12,364	13,750	100.0%
19001164 42250	Ellis Center Riding Lessons	58,284	63,800	49,321	63,800	100.0%
19001165 42250	Ellis Center Birthday Parties	5,824	6,000	3,813	6,000	100.0%
19001166 42250	Ellis Center Public Programs	3,632	3,000	423	3,000	100.0%
19001167 42250	Sunrise Center North License Agreement	13,837	13,760	11,870	13,760	100.0%
19001168 42250	Ellis Center Weddings	3,225	4,500	5,350	4,500	100.0%
19001169 42250	Ellis Center Other Rentals	3,140	3,400	3,470	3,400	100.0%
19001170 42250	Ellis Center 5K Event	-	-			
19001171 42250	Hoover Revenue (Yorkville Athletic Assoc. License)	3,169	2,900	2,400	2,400	82.8%
19001171 42250	Hoover Revenue (Residence Lease)	2,750	3,000	5,200	6,600	220.0%
19001172 42250	Hoover Bunkhouse Rental Rev	34,241	34,000	29,611	36,000	105.9%
19001173 42250	Hoover Campsite Rental Rev	7,405	6,000	5,680	7,000	116.7%
19001174 42250	Hoover Meadowhawk Rental Rev	41,584	38,000	35,909	44,600	117.4%
19001176 42250	Env. Educ. - School Programs	16,097	20,000	15,006	20,000	100.0%
19001177 42250	Env. Educ. - Camps	39,682	39,500	44,240	42,500	107.6%
19001178 42250	Env. Educ. - Natural Beginnings	144,152	145,000	148,171	160,000	110.3%
19001179 42250	Env. Educ. - Other Public Programs	17,936	20,000	14,627	20,000	100.0%
19001180 42250	Env. Educ. - Other Revenue					
19001183 42250	Other Income - Grounds & Natural Resources (Bowhunt App. Fees)		32,500	29,250	32,500	100.0%
19001183 42250	Other Income - Grounds & Nat. Res. (Millbrook North Trail Use Lic. Agreement)		5,000	2,500	2,500	

# Kendall County Forest Preserve District Operating Fund

FY25 PRELIMINARY BUDGET DRAFT: OCTOBER 8, 2024		FINAL	BUDGET	2024 YTD	PRELIM BUDGET	% Change
KCFPD Operating Fund #1900		2023	2024	9/30/24	2025	
19001184 42250	Revenue - Pickerill-Pigott Estate House, Pavilion and Shelter	6,675	14,000	12,015	14,000	100.0%
190011 42860	Donations - Administration (Forest Foundation Contributions)	7,276	5,000	775	5,000	100.0%
19001164 42860	Donations - Ellis Equestrian Center - Lessons	1	1		-	
19001175 42860	Donations - Environmental Education		-		-	
19001178 42860	Donations - Env. Educ. Natural Beginnings	1,536	1,500		1,500	100.0%
19001183 42860	Donations - Grounds & Natural Resources	2,525	1,000	1,070	2,500	250.0%
19001183 42900	Picnic & Shelter Rental - Grounds & Natural Resources	9,005	8,000	6,705	8,000	100.0%
19001184 42900	Picnic & Shelter Rental - Pickerill-Pigott	120	180	325	500	277.8%
19001183 42920	Preserve Improvements - Grants (K-12 Pollinator)					
19001183 42920	Preserve Improvements - Grants (Pollinator Meadows Pilot)					
190011 42930	Farm License Revenue	134,121	112,900	112,917	134,000	118.7%
190011 42940	Credit Card Revenue - All Preserves	3,710	4,000	3,984	6,000	150.0%
19001168 43450	Security Deposit Revenue - Ellis Weddings	1,100	5,000	2,400	5,000	100.0%
19001169 43450	Security Deposit Revenue - Ellis Other Rentals	100	1,000	970	1,000	100.0%
19001172 43450	Security Deposit Revenue - Hoover Bunkhouse	5,000	5,300	5,700	6,000	113.2%
19001174 43450	Security Deposit Revenue - Hoover Meadowhawk	8,233	8,200	6,771	8,200	100.0%
19001184 43450	Security Deposit Revenue - Pickerill-Pigott	1,399	5,000	1,765	5,000	100.0%
<b>Total Revenue</b>		<b>1,368,213</b>	<b>1,569,627</b>	<b>1,359,181</b>	<b>1,669,012</b>	<b>106.3%</b>

# Kendall County Forest Preserve District Operating Fund

FY25 PRELIMINARY BUDGET DRAFT: OCTOBER 8, 2024		FINAL	BUDGET	2024 YTD	PRELIM BUDGET	% Change
KCFPD Operating Fund #1900		2023	2024	9/30/24	2025	
<b><u>PERSONNEL</u></b>						
190011 51090	Board Per Diem	-	5,500		5,500	100.0%
190011 51160	Salary - Part Time Administration					
190011 51390	Salary - Full Time Administration	153,124	181,244	147,634	200,721	110.7%
190011 51470	Stipend - Full Time Administration (Executive Director)	11,629	-			
190011 51470	Stipend - Full Time Administration (Asst. County Admin.)	5,820	6,120	4,967	6,120	100.0%
19001183 51160	Salary - Part Time Grounds & Natural Resources	21,736	50,875	30,383	49,370	97.0%
19001183 51390	Salary - Full Time Grounds & Natural Resources	104,292	112,794	91,537	168,179	149.1%
19001184 51160	Salary - Part Time Pickerill Pigott	1,043	3,125	1,694	4,350	139.2%
<b>Salary Full Time: Env. Education</b>						
19001176 51390	Env. Educ. FT Salary - School Programs Expense	2,521	2,723	2,203	-	0.0%
19001177 51390	Env. Educ. FT Salary - Camps Expense	5,931	6,535	85	7,479	114.4%
19001178 51390	Env. Educ. FT Salary - Natural Beginnings Expense	53,062	45,476	42,161	55,199	121.4%
19001179 51390	Env. Educ. FT Salary - Other Public Programs Expense	2,531	2,723	2,193	-	0.0%
19001180 51390	Env. Educ. FT Salary - Laws of Nature					
<b>Salary Part Time: Env. Education</b>						
19001176 51160	Env. Educ. PT Salary - School Programs Expense	8,801	14,000	10,447	12,485	89.2%
19001177 51160	Env. Educ. PT Salary - Camps Expense	26,672	28,000	37,093	33,965	121.3%
19001178 51160	Env. Educ. PT Salary - Natural Beginnings Expense	61,996	79,150	50,954	87,560	110.6%
19001179 51160	Env. Educ. PT Salary - Other Public Programs Expense	12,581	12,000	9,843	8,987	74.9%
19001180 51160	Env. Educ. PT Salary - Laws of Nature	2,521	4,265	3,218	3,495	81.9%
19001181 51160	Env. Educ. PT Salary - Other Expense					
<b>Salary Full Time: Ellis</b>						
19001160 51390	Salary FT - Ellis House	11,013	10,974	8,905	11,412	104.0%
19001161 51390	Salary FT - Ellis Barn	11,013	10,974	8,905	11,412	104.0%
19001162 51390	Salary FT - Ellis Grounds	20,753	21,947	17,811	22,825	104.0%
<b>Salary Part Time - Ellis</b>						
19001160 51160	Salary PT - Ellis House	41				
19001161 51160	Salary PT - Ellis Barn	-				
19001162 51160	Salary PT - Ellis Grounds	117				



# Kendall County Forest Preserve District Operating Fund

FY25 PRELIMINARY BUDGET DRAFT: OCTOBER 8, 2024		FINAL	BUDGET	2024 YTD	PRELIM BUDGET	% Change
KCFPD Operating Fund #1900		2023	2024	9/30/24	2025	
19001163	51160	2,229	3,790	5,532	6,201	163.6%
19001164	51160	44,386	45,900	40,683	53,151	115.8%
19001165	51160	5,119	7,750	3,581	4,429	57.2%
19001166	51160	405	2,000	64	1,772	88.6%
19001167	51160	21,612	22,000	18,982	23,032	104.7%
19001168	51160	493	750	622	450	60.0%
19001169	51160	110	750	74	450	60.0%
19001171	51160	14,112	25,025	14,519	20,938	83.7%
19001172	51160	7,020	12,513	7,260	10,469	83.7%
19001173	51160	3,510	6,256	3,630	5,234	83.7%
19001174	51160	5,437	6,256	6,359	9,584	153.2%
19001171	51390	42,574	47,452	17,987	41,800	88.1%
19001172	51390	21,287	23,726	8,994	20,900	88.1%
19001173	51390	10,644	11,863	4,497	10,450	88.1%
19001174	51390	10,821	18,113	4,320	10,450	57.7%
<b>Total Personnel</b>		<b>706,955</b>	<b>832,568</b>	<b>607,136</b>	<b>908,369</b>	<b>109.1%</b>

# Kendall County Forest Preserve District Operating Fund

FY25 PRELIMINARY BUDGET DRAFT: OCTOBER 8, 2024		FINAL	BUDGET	2024 YTD	PRELIM BUDGET	% Change
KCFPD Operating Fund #1900		2023	2024	9/30/24	2025	
<b><u>EMPLOYEE BENEFITS</u></b>						
190011 61160	IMRF Expense - Administration	10,152	10,905	9,546	13,322	122.2%
190011 61170	SS Expense - Administration	13,029	14,334	12,536	15,825	110.4%
19001160 63050	IMRF/SS Expense - Ellis House	1,452	1,476	1,136	1,608	108.9%
19001161 63050	IMRF/SS Expense - Ellis Barn	1,449	1,476	1,256	1,608	108.9%
19001162 63050	IMRF/SS Expense - Ellis Grounds	2,907	3,100	2,295	3,216	103.7%
19001163 63050	IMRF/SS Expense - Ellis Center Camps Expense	239	350	534	743	212.2%
19001164 63050	IMRF/SS Expense - Ellis Center Riding Lessons Expense	5,255	5,500	4,504	6,365	115.7%
19001165 63050	IMRF/SS Expense - Ellis Center Birthday Parties Expense	662	872	517	530	60.8%
19001166 63050	IMRF/SS Expense - Ellis Center Public Programs Expense	45	200	9	212	106.1%
19001167 63050	IMRF/SS Expense - Sunrise Center North	2,170	2,200	1,933	2,758	125.4%
19001168 63050	IMRF/SS Expense - Ellis Center Weddings Expense	35	100	28	69	69.0%
19001169 63050	IMRF/SS Expense - Ellis Center Other Rentals Expense	8	100	-	-	0.0%
19001171 63050	IMRF/SS Expense - Hoover Grounds	7,420	9,536	4,071	8,654	90.8%
19001172 63050	IMRF/SS Expense - Hoover Bunkhouse	3,706	4,768	2,043	4,327	90.8%
19001173 63050	IMRF/SS Expense - Hoover Campsite	1,853	2,384	1,018	2,164	90.8%
19001174 63050	IMRF/SS Expense - Hoover Meadowhawk	2,021	2,863	1,153	2,497	87.2%
19001175 63050	IMRF/SS Fund Expense - Env. Education					
19001176 63050	IMRF/SS Fund Expense - Env. Education School Programs	1,460	1,681	1,496	1,866	111.0%
19001177 63050	IMRF/SS Fund Expense - Env. Education Camps	3,735	3,447	3,147	3,732	108.3%
19001178 63050	IMRF/SS Fund Expense - Env. Education Natural Beginnings	14,771	16,335	12,967	18,513	113.3%
19001179 63050	IMRF/SS Fund Expense - Env. Education Other Public Programs	1,774	1,471	1,478	1,344	91.3%
19001180 63050	IMRF/SS Fund Expense - Env. Education Laws of Nature	265	449	342	522	116.4%
19001181 63050	IMRF/SS Fund Expense - Env. Educ. PT Salary - Other Expense					
19001183 63050	IMRF/SS Expense - Grounds & Nat. Resources	16,053	20,471	19,621	29,691	145.0%
19001184 63050	IMRF/SS Expense - Pickerill Pigott	595	239	104	333	139.3%
190011 61230	Medical Insurance - Administration	56,511	55,485	47,166	53,286	96.0%

# Kendall County Forest Preserve District Operating Fund

FY25 PRELIMINARY BUDGET DRAFT: OCTOBER 8, 2024		FINAL	BUDGET	2024 YTD	PRELIM BUDGET	% Change
KCFPD Operating Fund #1900		2023	2024	9/30/24	2025	
<b>Medical Insurance - Hoover</b>						
19001171 63060	Medical Insurance - Hoover Grounds	10,630	13,875	4,732	13,259	95.6%
19001172 63060	Medical Insurance - Hoover Bunkhouse	5,200	6,937	2,366	6,630	95.6%
19001173 63060	Medical Insurance - Hoover Campsite	2,600	3,469	1,183	3,315	95.6%
19001174 63060	Medical Insurance - Hoover Meadowhawk	2,370	3,469	1,183	3,315	95.6%
19001175 63060	Medical Insurance - Environmental Education	-				
19001178 63060	Medical Insurance - Env. Education Natural Beginnings	-				
19001168 63060	Medical Insurance - Ellis Weddings	-				
19001183 63060	<b>Medical Insurance - Grounds &amp; Nat. Resources</b>	30,462	27,749	23,158	39,777	143.3%
190011 68000	Annual Insurance Premiums (ICRMT)	68,644	81,577	81,576	87,250	107.0%
190011	Transfer to FP Liability Insurance Fund Insurance Deductible					
<b>Total Employee Benefits</b>		<b>267,469</b>	<b>296,817</b>	<b>243,098</b>	<b>326,730</b>	<b>110.1%</b>
<b>CONTRACTUAL</b>						
190011 62150	Contractual Services (DaySmart Software)	3,087	1,815	5,400	5,616	309.4%
190011 62150	Contractual Services (Kendall County Email Accounts)	1,000	1,000		1,000	100.0%
190011 62150	Contractual Services (City Forest Credits)	-	149,058		149,058	100.0%
190011 62150	Contractual Services (kendallforest.com website)	1,908	720	600	720	100.0%
190011 62030	Dues/Memberships	300	1,000	300	500	50.0%
190011 62040	Conferences	4,895	11,940	8,632	11,940	100.0%
190011 62090	Legal Publications	500	1,500	1,069	1,000	66.7%
19001163 63020	Veterinarian & Farrier - Ellis Camps					
19001164 63020	Veterinarian & Farrier - Ellis Riding Lessons					
19001165 63020	Veterinarian & Farrier - Ellis Birthday Parties	5,411	9,000	6,030	9,000	100.0%
19001166 63020	Veterinarian & Farrier - Ellis Public Programs					
19001167 63020	Veterinarian & Farrier - Sunrise Center	-	500		-	
19001168 63070	Refuse Pickup - Ellis	1,233	1,700	1,175	1,200	70.6%
19001183 63070	Refuse Pickup - Grounds & Natural Resources	8,560	8,500	7,972	8,500	100.0%

# Kendall County Forest Preserve District Operating Fund

FY25 PRELIMINARY BUDGET DRAFT: OCTOBER 8, 2024		FINAL	BUDGET	2024 YTD	PRELIM BUDGET	% Change
KCFPD Operating Fund #1900		2023	2024	9/30/24	2025	
1901183	Event Tent Lease - Ellis					
19001183 63540	Telephone - Grounds & Natural Resources	7,317	8,000	6,562	8,000	100.0%
190011 65460	State Unemployment Contribution			10,640	-	
190011 65490	Audit	8,485	9,500	9,500	12,500	131.6%
190011 68340	Farm Lease Contract Expenses (Hay Crop Inputs)	-	1,750	-		
190011 68560	Credit Card Fee	15,308	14,000	17,439	6,000	42.9%
	<b>Total Contractual</b>	<b>58,004</b>	<b>219,983</b>	<b>75,319</b>	<b>215,034</b>	<b>97.8%</b>
	<b>COMMODITIES</b>					
190011 62000	Office Supplies & Postage - Administration	8,612	6,000	7,620	7,000	116.7%
190011 62000	CARES Act Purchases					
19001160 62000	Office Supplies & Postage - Ellis House	489	750	443	600	80.0%
19001183 62180	Fuel: Gas & Oil Grounds	20,438	20,000	13,529	20,500	102.5%
19001183 62400	Uniforms - Grounds	1,774	2,500	1,489	2,250	90.0%
	Environmental Education					
19001176 63030	Env. Educ. - School Programs Expense	596	700	54	700	100.0%
19001177 63030	Env. Educ. - Camps Expense	1,569	1,500	1,206	1,500	100.0%
19001178 63030	Env. Educ. - Natural Beginnings Expense	4,003	4,000	2,567	4,000	100.0%
19001179 63030	Env. Educ. - Other Public Programs Expense	716	750	809	750	100.0%
19001180 63030	Env. Educ. - Laws of Nature Expense	321	600	350	600	100.0%
19001183 63090	Gas - Grounds & Natural Resources	4,305	5,250	3,171	4,500	85.7%
19001184 63100	Electric - Pickerill Pigott	8,093	2,700	6,849	9,185	340.2%
19001182 63130	Natural Area Volunteer Supplies					
	Natural Area Management Supplies					
190011 63510	Electric - Administration	2,642	2,750	2,613	2,750	100.0%

# Kendall County Forest Preserve District Operating Fund

FY25 PRELIMINARY BUDGET DRAFT: OCTOBER 8, 2024		FINAL	BUDGET	2024 YTD	PRELIM BUDGET	% Change
KCFPD Operating Fund #1900		2023	2024	9/30/24	2025	
190011 68500	Project Fund Expense (Forest Foundation Purchases)	10,748	5,000	1,583	5,000	100.0%
190011 68430	Promotion/Publicity	1,245	1,000	1,122	1,200	120.0%
190011 68440	Newsletter	0	450		450	
<b>Utilities - Ellis</b>						
19001160 62270	Utilities - Ellis House	5,352	5,000	5,501	5,000	100.0%
19001161 62270	Utilities - Ellis Barn	2,927	5,000	5,113	5,000	100.0%
<b>Utilities &amp; Maintenance - Hoover</b>						
19001171 62270	Hoover - Other Utilities	2,073	4,600	2,840	4,000	87.0%
19001171 63090	Hoover - Gas	9,444	9,500	5,253	9,500	100.0%
19001171 63100	Hoover - Electric	16,015	15,000	16,645	16,000	106.7%
19001171 63110	Hoover - Shop Supplies	5,185	3,250	3,909	4,000	123.1%
19001171 63120	Hoover - Building Maintenance	8,177	7,000	16,393	8,000	114.3%
19001171 66500	Hoover - Other Expenses	887	1,400	905	1,000	71.4%
19001171 68580	Hoover - Grounds Maintenance	4,020	5,000	2,173	4,000	80.0%
<b>Promotion/Publicity - Ellis</b>						
19001166 68570	Volunteer Expense - Ellis Public Programs	-	150	-	150	
<b>Animal Care &amp; Supplies - Ellis</b>						
19001163 63000	Animal Care & Supplies - Ellis Camps					
19001164 63000	Animal Care & Supplies - Ellis Riding Lessons	11,918	12,000	8,879	12,000	100.0%
19001165 63000	Animal Care & Supplies - Ellis Birthday Parties					
19001166 63000	Animal Care & Supplies - Ellis Public Programs					
19001167 63000	Animal Care & Supplies - Sunrise Center North	1,964	3,000	2,279	2,500	83.3%
<b>Horses Acquisition &amp; Tack - Ellis</b>						
19001163 63010	Horses Acquisition & Tack - Ellis Camps					
19001164 63010	Horses Acquisition & Tack - Ellis Riding Lessons		2,500	-		
19001165 63010	Horses Acquisition & Tack - Ellis Birthday Parties					
	Horses Acquisition & Tack - Ellis Public Programs					
<b>Program Supplies - Ellis</b>						
19001163 63030	Program Supplies - Ellis Camps	319	450	375	450	100.0%

# Kendall County Forest Preserve District Operating Fund

FY25 PRELIMINARY BUDGET DRAFT: OCTOBER 8, 2024					
KCFPD Operating Fund #1900					
	FINAL 2023	BUDGET 2024	2024 YTD 9/30/24	PRELIM BUDGET 2025	% Change
19001165 63030 Program Supplies - Ellis Birthday Parties	194	450	227	450	100.0%
19001170 63030 Program Supplies - Ellis 5K					
19001184 63030 Supplies: Shop - Pickerill Pigott					
19001183 63110 Supplies: Shop - Grounds	7,642	9,000	5,151	9,000	100.0%
<b>Total Commodities</b>	<b>141,665</b>	<b>137,250</b>	<b>119,047</b>	<b>142,035</b>	<b>103.5%</b>
<b><u>OTHER</u></b>					
190011 62160 Equipment - Administration					
19001183 62160 Equipment - Grounds & Natural Resources	22,643	25,000	17,285	22,640	90.6%
19001183 68530 Preserve Improvements - Administration	203	10,000	7,705	9,894	98.9%
190011 68540 Contributions (Drainage District Tax Assessments & Carb. Cred. Fee)	2,522	2,600	2,763	2,600	100.0%
<b>Grounds &amp; Maintenance Equipment - Ellis</b>					
19001160 68580 Grounds & Maint. - Ellis House	5,569	4,250	2,880	4,250	100.0%
19001161 68580 Grounds & Maint. - Ellis Barn	3,086	3,200	2,550	3,200	100.0%
19001162 68580 Grounds & Maint. - Ellis Grounds	6,333	6,400	4,770	6,400	100.0%
<b>Security Deposit Refunds</b>					
19001163 63040 Security Deposit Refunds - Ellis Camps	-	-	562		
19001164 63040 Security Deposit Refunds - Ellis Riding Lessons	-	-			
19001166 63040 Security Deposit Refunds - Ellis Public Programs					
19001168 63040 Security Deposit Refunds - Ellis Weddings	1,300	5,000	1,000	5,000	100.0%
19001169 63040 Security Deposit Refunds - Ellis Other Rentals	-	1,000	498	1,000	100.0%
19001171 63040 Security Deposit Refunds - Hoover	12,983	13,500	9,989	13,500	100.0%
19001176 63040 Security Deposit Refunds - Env. Education School Programs					
19001177 63040 Security Deposit Refunds - Env. Education Camps	1,905	500	170	500	100.0%
19001178 63040 Security Deposit Refunds - Env. Education Natural Beginnings	1,880	2,200	4,660	2,200	100.0%
19001179 63040 Security Deposit Refunds - Env. Education Public Programs	320	500	12	500	100.0%
19001183 63040 Security Deposit Refunds - Grounds	25	160	50	160	100.0%
19001184 63040 Security Deposit Refunds - Pickerill-Pigott	1,634	5,000	1,765	5,000	100.0%

# Kendall County Forest Preserve District Operating Fund

FY25 PRELIMINARY BUDGET DRAFT: OCTOBER 8, 2024				
	FINAL	BUDGET	2024 YTD	PRELIM BUDGET
KCFPD Operating Fund #1900	2023	2024	9/30/24	2025
190011 69790 Contingency	-	3,699		
Credit Card Fee Expense - Ellis Camps				
Credit Card Fee Expense - Public Programs				
<b>Total Other</b>	60,402	83,009	56,658	76,844
<b>Total Expenditures</b>	1,234,496	1,569,627	1,101,257	1,669,012
<b>Operating Surplus / (Deficit)</b>	133,717	0	257,924	0
<b>Ending Balance</b>	733,724	652,394	910,318	652,394
				92.6%
				106.3%
				100.0%

<b>Beginning Balance</b>	600,007	652,394	652,394	652,394	100.0%
<b>Total Revenue</b>	1,366,973	1,569,627	1,359,181	1,669,012	106.3%
Total Personnel	706,955	832,568	607,136	908,369	109.1%
Total Employee Benefits	267,469	296,817	243,098	326,730	110.1%
Total Contractual	58,004	219,983	75,319	215,034	97.8%
Total Commodities	141,665	137,250	119,047	142,035	103.5%
Total Other	60,402	83,009	56,658	76,844	92.6%
<b>Total Expenditure</b>	1,234,496	1,569,627	1,101,257	1,669,012	106.3%
<b>Surplus / (Deficit)</b>	132,477	0	257,924	0	
<b>TRANSFER OUT TO FUND 1907 (CAPITAL)</b>	80,000	-		-	
<b>Ending Balance</b>	652,484	652,394	910,318	652,394	100.0%

**FOREST PRESERVE DEBT SERVICE - SERIES 2003/2012**  
**Fund 1902**

ACCOUNT & DESCRIPTION	ACTUAL 2021	ACTUAL 2022	BUDGET 2023	2023 EOY 30-Nov-23	BUDGET 2024	AMEND 2024	% CHANGE IN BUDGET
<b>Beginning Balance</b>	924,432	937,583	957,572	957,927	0	1,077	0.0%
<b>REVENUE</b>							
190211 41010 Current Tax	429,513	441,816			0	0	
190211 41350 Interest Income	363	2,615	950	11,334	0	10	0.0%
<b>Total Revenue</b>	429,876	444,432	950	11,334	0	10	0.0%
<b>EXPENDITURE</b>							
190211 61380 Transfer to Fund 1903				289,292			
190211 61420 Transfer to Fund 1907				243,519		1,087	
190211 68640 Fiscal Agent Fee	900	113	1,057				
190211 68650 Debt Service - Interest 2012	30,825	18,975	6,450	6,450			
109211 68700 Debt Service - Principal 2012	385,000	405,000	430,000	430,000			
<b>Total Expenditure</b>	416,725	424,088	437,507	969,261	0	1,087	0.0%
<b>Revenue over/(under) Expenditure</b>	13,151	20,344	(436,557)	(957,927)	0	(1,077)	0.0%
<b>Ending Balance</b>	937,583	957,927	521,016	0	0	0	



**FOREST PRESERVE DEBT SERVICE - SERIES 2007/2015/2016/2017**  
**Fund 1903**

ACCOUNT & DESCRIPTION	ACTUAL 2021	BUDGET 2021	ACTUAL 2022	BUDGET 2023	ACTUAL 2023	BUDGET 2024	AMEND 2024	2024 YTD 9/30/2024	BUDGET 2025	% CHANGE IN BUDGET
<b>Beginning Balance</b>	4,222,577	4,640,537	4,635,395	4,635,395	5,057,675	5,849,640	5,849,640	5,849,640	6,293,630	7.6%
190311 41010 Current Tax	4,599,919	4,937,318	4,930,888	5,294,458	5,281,630	5,710,248	5,710,248	5,559,962	5,940,513	4.0%
190311 41350 Interest Income	1,154	650	14,882	4,000	63,906	55,386	66,492	49,389	66,500	20.1%
<b>Total Revenue</b>	4,601,073	4,937,968	4,945,770	5,298,458	5,345,536	5,765,633	5,776,740	5,609,351	6,007,013	4.2%
<b>EXPENDITURE</b>										
190311 66500 Miscellaneous Expenditure	475	475	338	475	1,425	475	675	675	1,000	110.5%
190311 68640 Fiscal Agent Fee	950	1,107	1,900	1,900	1,425	1,900	1,900	1,650	2,000	5.3%
190311 68710 Debt Service - Interest 2015	355,018	354,040	354,040	352,950	352,950	351,690	351,690	351,690	350,430	-0.4%
190311 68720 Debt Service - Principal 2015	45,000	40,000	40,000	45,000	45,000	45,000	45,000	45,000	45,000	0.0%
190311 68730 Debt Service - Interest 2016	294,188	290,088	290,088	285,688	285,688	278,788	278,788	278,788	187,450	-32.8%
190311 68740 Debt Service - Principal 2016	100,000	105,000	105,000	115,000	115,000	230,000	230,000	230,000	5,040,000	2091.3%
190311 68750 Debt Service - Interest 2017	627,625	477,125	477,125	302,250	302,250	104,375	104,375	104,375	104,375	-100.0%
190311 68760 Debt Service - Principal 2017	2,765,000	3,255,000	3,255,000	3,740,000	3,740,000	4,175,000	4,175,000	4,175,000	4,175,000	-100.0%
<b>Total Expenditure</b>	4,188,255	4,522,835	4,523,490	4,843,263	4,842,313	5,187,228	5,187,428	5,187,178	5,625,880	8.5%
<b>Total Expenditure &amp; Transfers Out</b>	412,818	415,133	422,280	455,195	503,223	496,939	443,990	321,522	314,633	-36.7%
<b>Revenue over/(under) Expenditure</b>	412,818	415,133	422,280	455,195	503,223	496,939	443,990	321,522	314,633	-36.7%
<b>TRANSFER IN</b>										
190311 40280 Transfer In from Fund 1902					288,742					
<b>Total Transfers In</b>					288,742					
<b>TRANSFER OUT</b>										
190311 61380 Transfer to Debt Service Fund 1915										
190311 61420 Transfer-Out to Capital Fund 1907						81,467	3,419	1,937	66,500	-18.4%
<b>Total Transfers Out</b>						81,467	141,903	98,715	66,500	-18.4%
<b>Ending Balance</b>	4,635,395	5,055,670	5,057,675	5,090,590	5,560,898	6,346,579	6,293,630	6,171,162	6,608,263	4.1%

## KCFPD Endowment Fund Fund 1904

ACCOUNT & DESCRIPTION	BUDGET 2022	ACTUAL 2022	ACTUAL 2023	BUDGET 2024	FY24 YTD 30-Sep-24	FY24 EOY Proj.	BUDGET 2025	% CHANGE IN BUDGET	NOTES
<b>Beginning Balance</b>	883,179	883,179		1,144,630	846,055	846,055	547,203	47.8%	
<b>REVENUE</b>									
190411 40500 Transfer in From 1913				300,000	41,418	300,000		0.0%	Rolling Grant Fund
190411 41350 Interest	6,715	11,601		30,000	10,000	40,000	8,000	26.7%	
190411 41720 Donation (Hughes Estate)				160,000	300,000	160,000	-	0.0%	
190411 42970 Grant Award				300,000	300,000	300,000	300,000	100.0%	
<b>Total Revenue</b>	6,715	11,601		790,000	351,418	800,000	308,000	39.0%	
<b>EXPENDITURE</b>									
190411 61390 Transfer Out to 1913				300,000	-	152,900	300,000	100.0%	Rolling Grant Fund
190411 62150 Contractual Services	27,625	22,162		170,550	92,584	170,550	17,650	10.3%	Design/Arch./CPA
190411 70330 Construction				1,304,080	39,255	945,952	300,000	23.0%	Lite Const. Contract
<b>Total Expenditure</b>	27,603	22,162		1,774,630	131,839	1,098,852	617,650	34.8%	
<b>Revenue over/(under) Expenditure</b>	(20,888)	(10,561)		(984,630)	219,580	(298,852)	(309,650)	31.4%	
<b>Ending Balance</b>	862,291	872,618		160,000	1,065,635	547,203	237,553	148.5%	

# FP Captial Project Fund #1 (Section 319 Fund - LRC Dam Removal) Fund 1905

ACCOUNT & DESCRIPTION	BUDGET 2023	BUDGET 2024	2024 YTD 30-Sep-24	2024 EOY PROJECTIONS	BUDGET 2025	% CHANGE IN BUDGET	Notes
<b>Beginning Balance</b>	0	0	0	0	147,520		
<b>REVENUE</b>							
190511 40500 Transfer In from Fund 1913	0	504,842		150,000	354,842		Grant Reserve Fund
190511 41350 Interest Income							
190511 42970 USEPA Section 319 Grant Award	0	504,842			504,842		
190511 43880 Kendall County Escrow LR Creek		336,562			336,562		
<b>Total Revenue</b>	0	1,346,246	0	150,000	1,196,246		
<b>EXPENDITURE</b>							
190511 61390 Transfer to FP Fund 1913	0	504,842			504,842		Grant Reserve Fund
190511 70060 Consultant - A&E Services		110,000	2,480	2,480	107,520		
190511 70330 Construction		731,404			731,404		
<b>Total Expenditure</b>	0	1,346,246	2,480	2,480	1,343,766		
<b>Revenue over/(under) Expenditure</b>	0	0	(2,480)	147,520	(147,520)		
<b>Ending Balance</b>	0	0	(2,480)	147,520	0		

**Forest Preserve Capital Fund  
Fund 1907**

ACCOUNT & DESCRIPTION	BUDGET 2021	BUDGET 2022	FY22 FINAL 30-Nov-23	BUDGET 2023	BUDGET 2024	2024 YTD 30-Sep-24	2024 AMEND	2024 EOY PROJECTION	BUDGET 2025	% CHANGE IN BUDGET	BUDGET NOTES
Beginning Balance											
REVENUE											
190711 40280 Transfer in fm 2003/12 Bonds (Interest Earnings + LC) - Fund 1902	0	288,916	286,713	84,186	409,301	487,873	409,301	487,873	432,069		
190711 40290 Transfer in fm FP General Fund(Interest Earnings) - Fund 1900		0		0							
190711 40300 Transfer in from 2007/15/16/17 Bond Proceeds Fund #1903 (950)	393,698										
190711 40510 Transfer from 2016/17 Bond 1903	0					99,797	141,903	141,903	66,500		Interest transfer from 1903 in Jan 24
190711 40330 Transfer in from Land Cash Fund #1910 (956)	0			0	81,467						
190711 40340 Transfer in from FRB Cropland Conversion #1909 (954)	30,000			0							
190711 40350 Transfer in from Project Improvement Fund #1906 (951)	164,116			0							
190711 40370 Transfer in from OSLAD Fund #1905	188,250			0							
190711 40370 Transfer in from RTP Fund #1908	0			230,377							
190711 40400 Transfer in from 2021 Bond Proceeds Fund #1912	0	100,784		0							
190711 Transfer in from IDNR-PARC Fund #1913											
190711 41350 Interest Income	200		3,126	0	6,000						
190711 42490 Other Revenue	19,450	5,000	18,736	0		21,908	32,863	32,863	20,000		
190711 43430 Grant Award - Morton Arboretum Landscape	25,000	50,000	50,000	0		550	550	550			
190711 43740 Grant Award - ICECF Reservation Woods	0	10,000	10,000	0							
190711 43770 Grant Award - ICECF K-12 Pollinator	11,000	11,000	11,000	0							
190711 43780 Grant Award - ICECF Pilot Pollinator Meadows	10,000	10,000		0							
<b>Total Revenue</b>	<b>811,714</b>	<b>186,784</b>	<b>92,862</b>	<b>230,377</b>	<b>87,467</b>	<b>122,255</b>	<b>175,316</b>	<b>175,316</b>	<b>86,500</b>		
EXPENDITURE											
190711 61430 Transfer to Land Cash Fund - Reservation Woods	52,700	0	0	0							
190711 62160 Equipment Replacement/Contingency	33,762	200,000	0	165,373	200,000	66,656	200,000	116,658	150,000		Equipment Replacement
190711 66500 Project Fund Expense	33,762	33,762	46,141	32,006	30,000	23,551	30,000	35,000	30,000		Capital Project Contingency
190711 68500 Project Fund Expense - Picketill Estate House Roof	95,000	82,121	71,037	60,661	0	0	0	0	0		
190711 68500 Maramech Forest Preserve Gate Replacement			10,550	0	70,000		70,000	45,000	25,000		Remaining Siding Work
190711 68500 Ellis House Roof Replacement					90,000		90,000	34,441	11,170		Remaining Siding Work
190711 68500 Hoover Old Shop Roof Replacement and Envelope						44,389			30,000		
190711 68500 Hoover Forest Preserve Habitat Mitigation Project	12,000	275	275	0							
190711 68510 Project Fund Expense - ICECF K-12 Pollinator	20,000	5,550	4,834	0							
190711 68520 Project Fund Expense - ICECF Pollinator Meadows	25,000	37,714	19,530	18,184							
190711 68610 Project Fund Expense - Morton Arboretum Landscape											
190711 61420 Transfer Out to Fund 1908			143,023	0	0	0	0		0		
<b>Total Expenditure</b>	<b>602,814</b>	<b>381,422</b>	<b>295,390</b>	<b>276,214</b>	<b>390,000</b>	<b>134,598</b>	<b>390,000</b>	<b>231,099</b>	<b>246,170</b>		
<b>Revenue Over/(Under) Expenditure</b>	<b>208,900</b>	<b>(194,638)</b>	<b>(202,527)</b>	<b>(45,837)</b>	<b>(302,533)</b>	<b>(12,343)</b>	<b>(214,684)</b>	<b>(55,784)</b>	<b>(159,670)</b>		
<b>Ending Balance</b>	<b>208,900</b>	<b>94,278</b>	<b>84,186</b>	<b>38,349</b>	<b>106,768</b>	<b>475,530</b>	<b>194,617</b>	<b>432,089</b>	<b>272,419</b>		

## FP Capital Project Fund #2 (Hoover - Fox River Bluffs Public RTP Grant Project Fund) Fund 1908

ACCOUNT & DESCRIPTION	BUDGET 2023	FY23 FINAL	BUDGET 2024	FY24 YTD 31-Jul-24	FY24 AMEND	BUDGET 2025	% CHANGE IN BUDGET
<b>Beginning Balance</b>	71,195	230,377	0	0	0	180,000	
<b>REVENUE</b>							
190811 42970 Grant Award	159,182	0				200,000	
190811 XXXXX Transfer In from Kendall County TAP Program	0	0				189,000	
190811 XXXXX Transfer in from Fund 1913 Grant Reserve Fund	0	0			200,000		
190811 40300 Transfer In from Capital Fund #1907	0	0					
190811 40300 Transfer In from Land Cash Fund #1910	0	0					
190811 43800 Transfer In from Series 2021 Bond Proceeds Fund #1912	0	0					
Total Revenue	159,182	0	0		200,000	389,000	
<b>EXPENDITURE</b>							
190811 61420 Transfer out to Fund 1907	230,377	230,377				200,000	
190811 XXXXX Transfer out to Fund 1913 Grant Reserve Fund	0	0					
190811 66500 Other Expenditures	0	0				22,000	
190811 70650 Professional Services (Architect & Engineer)	0	0			20,000	347,000	
190811 70330 Construction	0	0					
Total Expenditures	230,377	230,377	0		20,000	569,000	
<b>Revenue over/(under) Expenditure</b>	(71,195)	(230,377)	0			(180,000)	
<b>Ending Balance</b>	0	0	0	0	180,000	0	

## FP Land Cash Fund 1910

Notes

ACCOUNT & DESCRIPTION	BUDGET 2021	BUDGET 2022	FY22 AMD 16-Aug-22	FY22 EOY 30-Nov-22	BUDGET 2023	FY23 EOY 30-Nov-23	BUDGET 2024	FY24 YTD 30-Sep-24	FY24 EOY PROJECTION	BUDGET 2025
<b>Beginning Balance</b>		205,214	205,214	205,214	140,668	140,668	135,404	135,404	135,404	281,687
<b>REVENUE</b>										
191011 40330 Transfer In From Land Cash	157,514	0	0	0	66,959	0	114,757	141,282	141,283	8,000
191011 41350 Interest Income									5,000	150,000
191011 42970 Grant Awards (Minooka - OSLAD/LWCF)	136,640	124,271	124,271	124,271			75,000	0	0	
191011 42490 Other Revenue				50						
191011 40380 Transfer in From Forest Preserve Capital Fund (1907)	52,700	0	0							
<b>Total Revenue</b>	346,854	124,271	124,271	124,321	66,959	0	189,757	141,282	146,283	158,000
<b>EXPENDITURES</b>										
191011 67410 Land Acquisition	210,214	329,485	276,785	136,167	207,627	5,264	325,161	0	0	439,687
191011 61300 Transfer Out to Fox River Bluffs RTP Fund 1908			52,700	52,700						
<b>Total Expenditure</b>	210,214	329,485	329,485	188,867	207,627	5,264	325,161	0	0	439,687
<b>Revenue over(under) Expenditure</b>	136,640	(205,214)	(205,214)	(64,546)	(140,668)	(5,264)	(135,404)	141,282	146,283	(281,687)
<b>Ending Balance</b>	136,640	0	0	140,668	0	135,404	0	276,686	281,687	0

Rt. 52 - Baker Woods Addition

## KCFP Liability Insurance Fund Fund 1911

ACCOUNT & DESCRIPTION	BUDGET 2021	BUDGET 2022	FY22 AMD 16-Aug-22	FY22 EOY 30-Nov-22	BUDGET 2023	BUDGET 2024	FY23 EOY 30-Nov-24	BUDGET 2025	% CHANGE IN BUDGET
<b>Beginning Balance</b>	50,000	45,000	46,300	46,300	46,300	46,300	46,300	44,100	
<b>REVENUE</b>									
191111 40320 Transfer from FP Operation Fund									
191111 XXXXX Interest								2,000	
191111 42120 Insurance Claim Reimbursements				0	0	0	0	0	
Total Revenue	0	0	0	0	0	0	0	2,000	
<b>EXPENDITURE</b>									
191111 68990 Claims/Deductibles	25,000	25,000	25,000	0	25,000	25,000	2,200	25,000	
Total Expenditure	25,000	25,000	25,000	0	25,000	25,000	2,200	25,000	
<b>Revenue over/(under) Expenditure</b>	(25,000)	(25,000)	(25,000)	0	0	0	0	0	
<b>Ending Balance</b>	25,000	20,000	21,300	46,300	21,300	21,300	44,100	21,100	

## KCFPD Grant Projects Reserve Fund Fund 1913

ACCOUNT & DESCRIPTION	BUDGET 2021	BUDGET 2022	FY22 AMD 16-Aug-22	FY22 EOY 30-Nov-22	BUDGET 2023	FY23 EOY 30-NOV-23	BUDGET 2024	FY24 YTD 20-Sep-24	FY24 AMENDED	BUDGET 2025	Notes
Beginning Balance		1,063,405	1,062,110	1,062,110	1,040,349	1,040,349	828,200	828,200	828,200	178,200	
REVENUE											
191311 40390 ARPA Grant Award - Kendall County		200	200	0	100,000						
191311 41350 Interest Income				0	200						
191311 42250 Revenue		828,200		368,999	828,200	459,201					
191311 42970 DNR PARC Grant Award											
191311 XXXXX Transfer from FP #1904 Endowment											
191311 43800 Transfer from Bond Proceeds #1912	1,111,895									300,000	Subat Nature Center - Return of RGF's
<b>Total Revenue</b>	1,111,895	828,400	200	368,999	928,400	463,132	0	0	0	300,000	
EXPENDITURE											
191311 61360 Transfer to FP #1905 LRC Dam Removal											
191311 61570 Transfer to FP #1904 Endowment (Subat)											
191311 XXXXX Transfer to FP #1908											
191311 66500 Other Expenditures											
191311 68530 Preserve Improvements/Master Plan											
191311 70040 Supplies											
191311 70050 Contractual Services											
191311 70060 Consultants											
191311 70330 Construction	400,000	1,036,265	1,034,970	370,247	684,583	666,621	504,842	0	504,842	504,842	LRC Dam Removal (319 Reimb.)
191311 70650 Professional Services - A&E Services	75,800	27,340	27,340	20,514	11,384	8,659	300,800	0	300,000	0	Hoover-Fox River Bluffs Trail Project
<b>Total Expenditure</b>	475,800	1,063,605	1,062,310	390,760	695,966	675,280	804,842	0	650,000	504,842	
<b>Revenue over/(under) Expenditure</b>	636,095	(235,205)	(1,062,110)		232,434	(212,148)	(804,842)			(204,842)	
<b>Ending Balance</b>	636,095	828,200	0	1,040,349	1,272,782	828,200	23,358	828,200	178,200	(26,642)	



**FP American Rescue Plan Act Fund  
Fund 1914**

ACCOUNT & DESCRIPTION	BUDGET 2021	BUDGET AMD 11-21	BUDGET 2022	FY22 AMD 16-Aug-22	FY22 EOY 30-Nov-22	BUDGET 2023	FY23 EOY 30-Nov-23	BUDGET 2024	FY24 YTD 30-Sep-24	FY2024 AMEND	FY24 EOY PROJECTION	BUDGET 2025
<b>Beginning Balance</b>												
<b>REVENUE</b>												
191411 Interest Income	30,000	30,000	2,976	7,594	7,594	47,802	47,802	56,300	58,264	58,264	58,264	0
191411 40390 Transfer of American Rescue Plan Act Funds from Kendall County	30,000	30,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	0
<b>Total Revenue</b>	30,000	30,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	0
<b>EXPENDITURE</b>												
191411 51160 Salaries - Part Time Grounds Maintenance	8,000	3,700	17,280	17,280	4,654	20,160	14,965	39,028	6,463	4,662	4,662	0
191411 51390 Salaries - Full Time Grounds Maintenance	716	331	32,600	32,600	34,080	36,474	36,755	2,272	24,812	24,812	24,812	0
191411 61160 Transfer to KC IMRF Fund	612	283	2,272	2,272	2,145	2,145	2,145	2,272	1,895	1,791	1,791	0
191411 63050 Transfer to KC SSI Fund	5,000	2,710	2,494	2,494	4,333	4,333	4,333	2,986	2,489	2,351	2,351	0
191411 63060 ER Contr Health/Dental			11,500	11,500	11,346	12,432	12,432	13,875	8,514	8,514	8,514	0
191411 66500 Other Expenditures			36,830	41,448	4,369	65,184	20,873	98,139	27,931	116,134	116,134	0
191411 68530 Preserve Improvements/Master Plan												
191411 70040 Supplies												
191411 70050 Contractual Services												
191411 70060 Professional Services - A&E Services												
191411 70330 Construction												
<b>Total Expenditure</b>	15,672	20,000	102,976	107,594	59,792	140,728	91,503	156,300	72,105	158,264	158,264	0
<b>Revenue over/(under) Expenditure</b>	0	2,976	0	0	40,208	(40,728)	8,497	(56,300)	27,895	(58,264)	(58,264)	0
<b>Ending Balance</b>	0	2,976	(0)	(0)	47,802	7,074	56,300	0	86,159	0	(0)	0

**FP American Rescue Plan Act Fund  
Fund 1914**

ACCOUNT & DESCRIPTION	BUDGET 2021	BUDGET AMD 11-21	BUDGET 2022	FY22 AMD 16-Aug-22	FY22 EOY 30-Nov-22	BUDGET 2023	FY23 EOY 30-Nov-23	BUDGET 2024	FY24 YTD 30-Sep-24	FY2024 AMEND	FY24 EOY PROJECTION	BUDGET 2025
<b>Beginning Balance</b>												
<b>REVENUE</b>												
191411 Interest Income	30,000		2,976	7,594	7,594	47,802	47,802	56,300	58,264	58,264	58,264	0
191411 40390 Transfer of American Rescue Plan Act Funds from Kendall County	30,000	30,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	0
<b>EXPENDITURE</b>												
191411 Total Revenue	30,000	30,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	0
191411 51160 Salaries - Part Time Grounds Maintenance	8,000	3,700	17,280	17,280	4,654	20,160	14,965	39,028	6,463	4,662	4,662	0
191411 51390 Salaries - Full Time Grounds Maintenance	716	331	32,600	32,600	34,080	36,474	36,755	24,812	24,812	24,812	24,812	0
191411 61160 Transfer to KC IMRF Fund	612	283	2,272	2,272	2,403	2,145	2,145	2,272	1,895	1,791	1,791	0
191411 63050 Transfer to KC SSI Fund	5,000	2,710	2,494	2,494	2,940	4,333	4,333	2,986	2,889	2,351	2,351	0
191411 63060 ER Contr Health/Dental			11,500	11,500	11,346	12,432	12,432	13,875	8,514	8,514	8,514	0
191411 66500 Other Expenditures			36,830	41,448	4,369	65,184	20,873	98,139	27,931	116,134	116,134	0
191411 68530 Preserve Improvements/Master Plan												
191411 70040 Supplies												
191411 70050 Contractual Services												
191411 70060 Professional Services - A&E Services												
191411 70330 Construction												
191411 Hoover CIPP Project												
<b>Revenue over(under) Expenditure</b>	30,000	27,024	102,976	107,594	59,792	140,728	91,503	156,300	72,105	158,264	158,264	0
<b>Ending Balance</b>	0	2,976	(0)	(0)	47,802	7,074	56,300	0	86,150	0	(0)	0

**FOREST PRESERVE DEBT SERVICE - SERIES 2021  
Fund 1915**

ACCOUNT & DESCRIPTION	ACTUAL 2022	ACTUAL 2023	BUDGET 2024	2024 YTD 9/30/24	2024 AMEND	BUDGET 2025	% CHANGE IN BUDGET
<b>Beginning Balance</b>		46,652	65,393	65,335	65,335	66,272	1.3%
<b>REVENUE</b>							
191511 41010 Current Tax	81,818	84,244	82,544	80,661	82,544	81,544	-1.2%
191511 41350 Interest Income	1	58	100	0	100	100	0.0%
<b>Total Revenue</b>	81,818	84,302	82,644	80,661	82,644	81,644	-1.2%
<b>EXPENDITURE</b>							
191511 66500 Miscellaneous Expenditure	338	0	475	475	475	475	0.0%
191511 68640 Fiscal Agent Fee	475	475	1,107	475	1,107	1,100	-0.6%
191511 68790 Debt Service - Interest Series 2021	34,354	35,144	33,544	33,544	33,544	32,044	-4.5%
191511 68800 Debt Service - Principal Series 2021		30,000	50,000	50,000	50,000	50,000	0.0%
<b>Total Expenditure</b>	35,166	65,619	85,126	84,019	85,126	83,619	-1.8%
<b>Revenue over/(under) Expenditure</b>	46,652	18,683	(2,482)	(3,358)	(2,482)	(1,975)	-20.4%
<b>TRANSFERS IN</b>							
191511 40510 Transfer from Debt Service Fund 1903				1,937	3,419		
<b>Total Transfer In</b>	0	0	0	1,937	3,419	0	
<b>Ending Balance</b>	46,652	65,335	62,911	63,914	66,272	64,297	2.2%



116 E. Washington Street  
Suite One  
Morris, Illinois 60450

Phone: (815) 942-3306  
Fax: (815) 942-9430  
www.mackcpas.com

TAWNYA R. MACK, CPA  
LAURI POPE, CPA

CATE MOULTON, CPA  
KYLE SHEPPARD, CPA  
MADISON SCHEEL, CPA  
CHRIS CHRISTENSEN  
JESSIKA MCGARVEY

CERTIFIED PUBLIC ACCOUNTANTS

October 1, 2024

To the Kendall County Forest Preserve  
District Board of Commissioners  
County of Kendall, Illinois

We are pleased to confirm our understanding of the services we are to provide the Kendall County Forest Preserve District for the year ended November 30, 2024.

### **Audit Scope & Objectives**

We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the Kendall County Forest Preserve District as of and for the year ended November 30, 2024. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Kendall County Forest Preserve District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Kendall County Forest Preserve District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) General Fund Budgetary Comparison Schedule
- 3) IMRF Pension Data Schedules
- 4) Notes to RSI

We have also been engaged to report on supplementary information that accompanies the Kendall County Forest Preserve District financial statements. We will subject the following information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditors' report on the financial statements:

- 1) Combining and individual fund financial statements

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with the U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the Kendall County Forest Preserve District and other procedures we consider necessary to enable us to express such opinions.

## **Auditors' Responsibilities for the Audit of the Financial Statements**

We will issue a written report upon completion of our audit of the Kendall County Forest Preserve District financial statements. Our report will be addressed to the Chairman and Members of the Board of the Kendall County Forest Preserve District. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the Kendall County Forest Preserve District is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

### **Audit Procedures—Internal Control**

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance

matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

#### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Kendall County Forest Preserve District's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

#### **Other Services**

We will assist in preparing the financial statements and related notes of the Kendall County Forest Preserve District in conformity with the U.S. generally accepted accounting principles used by the District based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

#### **Responsibilities of Management for the Financial Statements**

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with the U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on in conformity with the U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary

information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with the preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

#### **Engagement Administration, Fees, and Other**

We understand that your employees will locate any documents selected by us request for testing.

We will provide copies of our reports to the District; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Mack & Associates, P.C. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant or grantor agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Mack & Associates, P.C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the cognizant or grantor agency. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$12,500. However, any fees for third party verification of deposit authorizations that may be required will be billed separately. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered upon completion. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to the Kendall County Forest Preserve District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,

*Mack & Associates, P.C.*

Mack & Associates, P.C.  
Certified Public Accountants

RESPONSE:

This letter correctly sets forth the understanding of the Kendall County Forest Preserve District.

Forest Preserve Admin signature: \_\_\_\_\_

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

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

Board Member signature: \_\_\_\_\_

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

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





## **Sunrise North Therapeutic Riding, Inc.**

**23061 S Thomas Dillon Dr  
Channahon, Illinois 60410**

August 7, 2024

Antoinette White  
Acting Director  
Kendall County Forest Preserve District  
110 W. Madison Street,  
Yorkville, Illinois 60560

In accordance with our License Agreement with Kendall County Forest Preserve District (the "DISTRICT"), under Ordinance No. 23-10-01, to operate a therapeutic riding program at Ellis House and Equestrian Center for the term commencing January 1, 2024 and ending December 31, 2024, **Sunrise North Therapeutic Riding, Inc.**, ("LICENSEE") is hereby serving written notice to the DISTRICT'S Acting Director requesting renewal of the License Agreement for an additional three-year term at the current License Fee of eight hundred dollars (\$800.00), subject to written approval of the DISTRICT.

Sunrise North Therapeutic Riding, Inc., dba Sunrise North, would like to commence talks as soon as practical regarding the requested three-year extension to the License Agreement, including terms and conditions, annual License fees, and changes in the scope of the DISTRICT or LICENSEE operations.

We look forward to continuing our partnership to provide a wide range of equine programs for residents of Kendall County and the surrounding communities, particularly those with special needs, in an efficient and cost-effective manner.

Respectfully,

Howard Nelson  
Treasurer  
Sunrise North Therapeutic Riding, Inc.

CC: Dave Guritz, Executive Adviser, Kendall County Forest Preserve District

**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**



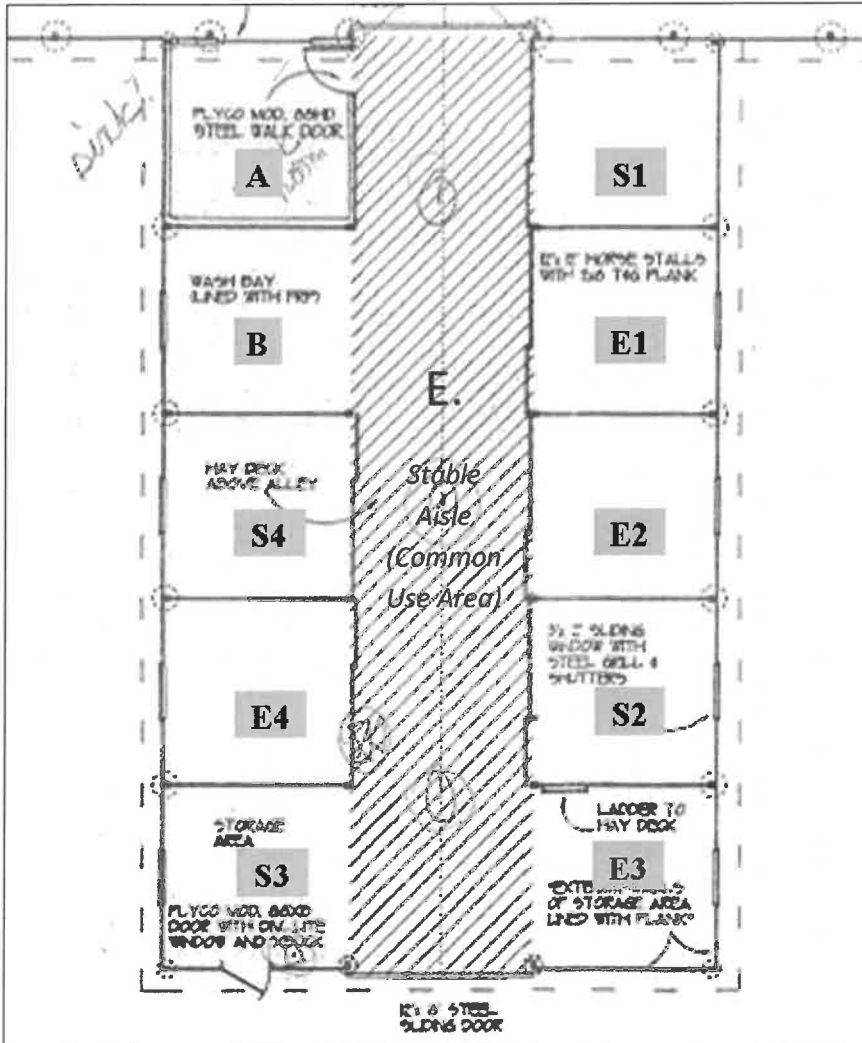
**2. Defined Licensed Areas**



- 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)

1. In addition to the assigned Horse Stable stalls, the Sunrise North horse "Gunner" is stalled in the Ellis Storage Barn – label "J."

**RESOLUTION NO. 24-10-002**

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

**A JOINT RESOLUTION RECOGNIZING PHIL SMITHMEYER,  
IMMEDIATE PAST VICE PRESIDENT AND HONORARY DIRECTOR OF THE  
FOREST FOUNDATION OF KENDALL COUNTY FOR HIS SERVICE AND  
CONTRIBUTIONS TO THE KENDALL COUNTY FOREST PRESERVE  
DISTRICT AND THE FOREST FOUNDATION OF KENDALL COUNTY**

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

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

**WHEREAS**, on July 20, 2006, The Forest Foundation of Kendall County was incorporated as a 501(C)3 charitable organization for the purpose of accepting contributions and gifts, promoting fund-raising activities, and providing assistance to the programs and projects of the Kendall County Forest Preserve District; and

**WHEREAS**, Phil Smithmeyer was appointed to The Forest Foundation of Kendall County Board of Directors in March 2018, and selected to serve as Vice President and Memorials Committee Chair from March 2023 through July 2024; and

**WHEREAS**, over the past six years of service, Phil Smithmeyer contributed both service hours and equipment operation to help drill and install 490 trees and shrubs at Pickerill-Pigott Forest Preserve in support of the opening of the preserve in 2020; and

**WHEREAS**, Phil Smithmeyer helped to support the development of the Foundation's memorials program, including serving as a liaison to those families and supporters in need by coordinating memorial contributions and events; and

**WHEREAS**, Phil Smithmeyer also extended significant support towards the opening of the Ken and Jackie Pickerill Estate House in 2023; and

**WHEREAS**, The Forest Foundation of Kendall County's Board of Directors unanimously approved Phil Smithmeyer's appointment as an Honorary Director on October 10, 2024; and

**WHEREAS**, the Board of Commissioners of the Kendall County Forest Preserve District and The Forest Foundation of Kendall County Board of Directors wish to jointly acknowledge Phil Smithmeyer for his efforts and contributions.

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

1. The above recitals are hereby incorporated by reference as if set forth fully herein.
2. The Board of Commissioners of the Kendall County Forest Preserve District hereby recognizes Phil Smithmeyer for his contributions, and extends its appreciation for his years of support of the District and Forest Foundation of Kendall County.
3. In recognition of these accomplishments, a legacy Bur oak tree (*Quercus macrocarpa*) will be planted in Phil Smithmeyer's honor within the Pickerill-Pigott Forest Preserve.

Passed and approved by the President and Board of Commissioners of the Kendall County Forest Preserve District this \_\_\_\_ day of \_\_\_\_\_, 2024.

Ayes: Commissioners Bachmann, DeBolt, Flowers, Gengler, Kellogg, Koukol, Peterson, Rodriguez, Shanley, and Wormley

Opposed: None

Approved:

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

Attest:

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