

**KENDALL COUNTY FOREST PRESERVE DISTRICT
MEETING AGENDA**

TUESDAY, OCTOBER 15, 2024

9:00 AM

KENDALL COUNTY OFFICE BUILDING - ROOMS 209 & 210

- I. Call to Order
- II. Pledge of Allegiance
- III. Invocation
- IV. Roll Call: Brian DeBolt (President), Ruben Rodriguez (Vice President), Seth Wormley (Secretary), Scott Gengler, Jason Peterson, Zach Bachmann, Elizabeth Flowers, Matt Kellogg, Dan Koukol, and Brooke Shanley
- V. Approval of Agenda
- VI. Public Comments
- VII. ⁽¹⁾ CONSENT AGENDA
 - A. Approval of Minutes
 - Kendall County Forest Preserve District Finance Committee Meeting of September 26, 2024
 - Kendall County Forest Preserve District Commission Meeting of October 1, 2024
 - Kendall County Forest Preserve District Operations Committee Meeting of October 2, 2024
 - B. ⁽¹⁾ MOTION: Approval of Claims in the Amount of \$33,618.39
 - C. ⁽¹⁾ MOTION: Approval of the Mack & Associates, P.C. Audit Engagement Letter for Completion of the FY24 Audit for the Kendall County Forest Preserve District
 - D. ⁽¹⁾ ORDINANCE #24-10-001: Approval of a 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
 - E. ⁽¹⁾ MOTION: Approval of the IPMG/ICRMT Proposal for the Renewal of the District's Insurance and Workers' Compensation Policies for FY24-25 in the Amount of \$85,035.00
 - F. ⁽¹⁾ MOTION: Approval of Change Order #1 and Total Contract Cost Increase to \$43,366.00 for Contract #24-06-002 with Great Lakes Water Resources Group, Inc. for the 2024 Hoover Well Pump Replacement Project in the Amount of \$4,818.00 for: 1) a Sub Motor Model Upgrade from a 25HP 208VT, 3PH 6" Franklin Sub Motor to a 5STS150-10 5" 10-Stage Franklin STS, 6" Motor, 3" Discharge (\$900.00); 2) a Well Pump Model Upgrade from a 25HP Grundfos 6" SS 150S250-14 Sub Pump End to a 25HP Franklin Sub Pump End (\$828.00), and 3) a Flat Jacketed Pump Cable Upgrade from 450' of #2/3 W/GD to 460' of #1/0 W/GD (\$3,090.00)
 - G. MOTION: Approval of CY 2025 Fees and Charges for Lessons, Birthday Party and Group Programs at the Ellis Equestrian Center
 - H. MOTION: Approval of an Intergovernmental Agreement between Kendall County and Kendall County Forest Preserve District for the Exchange of Administrative and Financial Services
 - I. MOTION: Approval of the CY2025 Regular Meeting and Holiday Schedule for the Kendall County Forest Preserve District
 - J. MOTION: Approval of the FY24-25 Organizational Chart for the Kendall County Forest Preserve District
- VIII. OLD BUSINESS

No items posted for consideration.
- IX. NEW BUSINESS
 - A. RESOLUTION #24-10-002: Approval of 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 the Kendall County Forest Preserve District
- X. Committee Chairman Reports: Seth Wormley (Finance) and Dan Koukol (Operations)
- XI. Public Comments
- XII. Executive Session
- XIII. OTHER ITEMS OF BUSINESS
 - A. 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
 - B. 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
- XIV. Adjournment

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

**KENDALL COUNTY FOREST PRESERVE DISTRICT
FINANCE COMMITTEE MEETING MINUTES
SEPTEMBER 26, 2024**

I. Call to Order

Chairman Wormley called the meeting to order at 5:21 pm in the Kendall County Administrative Office Building, Rooms 209 and 210.

II. Roll Call

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

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

III. Approval of Agenda

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

IV. Public Comments

No public comments were offered from citizens present.

V. Motion to Forward Claims to Commission for Approval

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

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

Executive Advisor Guritz presented the District’s preliminary financial statements through August 31, 2024. The District is on track to meet budget expectations for the year.

OLD BUSINESS

A. Ohio Valley Acquisition LLC – TC Energy Proposed Easements – Progress Update

None.

B. Henneberry Forest Preserve Maintenance Access Drive – Progress Updates

Executive Advisor Guritz reported that the District is working out a time to meet with Chad Feldotto with Oswegoland Park District, and Daniel Kramer to continue to the discussion.

C. Dobson/Old Whitfield Road ROW Tracts 1 and 2 Easements – Progress Updates

Executive Advisor Guritz reported the SAO is working on providing guiding on vacating the ROW of the two tracts. There is expected to be a cost associated with a title search of the properties.

NEW BUSINESS

A. FY24 Budget Amendment – Interest Earning and Inter-fund Transfers

Executive Advisor reported there will likely be an end of year FY24 budget amendment as housekeeping.

B. Treasurer’s Office Report – Summary Report of District Fund Balances on Deposit

Executive Advisor Guritz presented a summary of the initial earning on the recent transfers.

C. Blackberry Creek Forest Preserve – Trail Repair Quote

Commissioner Kellogg made a motion to forward the trail repair quote for Blackberry Creek Forest Preserve to Commission for approval. Seconded by Commissioner DeBolt. Aye, all. Opposed, none.

D. Blackberry Creek Forest Preserve – Sandbar Willow Control Quote

Commissioner Kellogg made a motion to forward the sandbar willow control quote for Blackberry Creek Forest Preserve to Commission for approval. Seconded by Commissioner Peterson. Aye, all. Opposed, none.

Other Items of Business

A. FY25 Budget Updates

Executive Advisor Guritz reported the FY25 Budget was updated with the new insurance costs.

VII. Public Comments

No public comments were offered from citizens in attendance.

VIII. Executive Session

None.

IX. Adjournment

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

Meeting adjourned at 5:44 pm.

Respectfully submitted,

Antoinette White

Acting Executive Director, Kendall County Forest Preserve District

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

OCTOBER 2, 2024

I. Call to Order

Committee Chair Koukol called the meeting to order at 6:03 pm in the Kendall County Administrative Office Building – Kendall County Second Floor Board Meeting Rooms 209 and 210.

II. Roll Call

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

Commissioners Gengler, Koukol, and Rodriguez were all present.

III. Approval of Agenda

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

IV. Public Comments

No public comments were offered from citizens in attendance.

V. Review of Financial Statements and Cost Center Reports through September 30, 2024

Acting Executive Director White presented an overview of the financial statements and cost center reports through September 30, 2024.

VI. APPROVAL OF SPECIAL USE PERMITS

A. Kendall County Special Olympics – Harris Shelter #7 – Saturdays October 12, 2024 through February 1, 2025 (14 dates) including a Requested 50% Shelter Use Fee Reduction

Commissioner Gengler made a motion to approve the special use permit for the A. Kendall County Special Olympics – Harris Shelter #7 – Saturdays October 12, 2024 through February 1, 2025 (14 dates) including a Requested 50% Shelter Use Fee Reduction. Seconded by Commissioner Rodriguez. Aye, all. Opposed, none.

B. The Conservation Foundation “Coffee with the CEO” – Meadowhawk Lodge – December 12, 2024 from 1 PM to 3 PM and December 13 from 8:00 AM to 12:00 PM, including Waiving of Fees and Charges

Draft for Commission approval: 10-15-24

Commissioner Rodriguez made a motion to approve the special use permit for The Conservation Foundation “Coffee with the CEO” – Meadowhawk Lodge – December 12, 2024 from 1 PM to 3 PM and December 13 from 8:00 AM to 12:00 PM, including Waiving of Fees and Charges. Seconded by Commissioner Gengler. Aye, all. Opposed, none.

C. Kendall County Judiciary “Drug Court Graduation” – Meadowhawk Lodge - February 21, 2025 from 11 AM to 5 PM, including Waiving License Fees and Charges

Commissioner Gengler made a motion to approve the Kendall County Judiciary “Drug Court Graduation” – Meadowhawk Lodge - February 21, 2025 from 11 AM to 5 PM, including Waiving License Fees and Charges. Seconded by Commissioner Rodriguez. Aye, all. Opposed, none.

VII. Grounds and Natural Resources Reports

A. Review of Vehicle Replacement Schedule and Priority Replacements

Acting Director White presented a vehicle replacement schedule, reporting the District F350 1-ton dump used for snow-plowing was currently not drivable.

Commissioner Koukol made a motion for the District to go out to bid to replace the District’s F350 1-ton dump truck. Seconded by Commissioner Rodriguez. Aye, all. Opposed, none.

B. Hoover Forest Preserve RTP Grant – CERP Review Progress Report

Acting Director White presented updated information with the trail planning progress for the Hoover – Fox River Bluffs Trail Connection.

C. Yorkville Athletic Association (Yorkville Fury) License Agreement Renewal

Acting Director White reported Yorkville Fury reported possibly wanted to extend services of the license agreement. When details are provided, the license agreement will be revisited for adjustment of fees.

VIII. Environmental Education and Ellis House and Equestrian Center Reports

A. Sunrise North License Agreement Renewal

Commissioner Gengler made a motion to forward the Sunrise North License Agreement renewal to Committee of the Whole. Seconded by Commissioner Rodriguez. Aye, all. Opposed, none.

B. “Bullseye” Bill of Sale to Sunrise North

Commissioner Gengler made a motion to forward the Bill of sale for “Bullseye” to Sunrise North to Commission for approval. Seconded by Commissioner Rodriguez. Aye, all. Opposed, none.

IX. Other Items of Business

A. Review of a Proposed Intergovernmental Agreement with Kendall County Administration

Commissioner Koukol made a motion to forward the proposed Intergovernmental IGA with Kendall County Administration to Committee of the Whole. Seconded by Commissioner Rodriguez. Aye, all. Opposed, none.

Draft for Commission approval: 10-15-24

B. FY24 and FY25 Farm License Agreements Discussion

Operations Committee discussed the proposed farm license agreement, with the suggestion to continue to increase at a slight rate.

C. IPMG/ICRMT Insurance Policy Renewals

Acting Director White reported a part time grounds maintenance will be promoted into the full time role.

The District is currently in the Executime testing phase.

Construction has continued at Subat, with an estimated completion in January 2025.

X. Chairman's Report

None.

XI. Public Comments

No public comments were offered from citizens in attendance.

XII. Executive Session

None.

XIII. Adjournment

Commissioner Gengler made a motion to adjourn the meeting. Seconded by Commissioner Rodriguez. Aye, all. Opposed, none. Meeting adjourned at 7:11 pm.

Respectfully submitted,

Antoinette White

Acting Executive Director, Kendall County Forest Preserve District

**KENDALL COUNTY FOREST PRESERVE DISTRICT
COMMISSION MEETING MINUTES
OCTOBER 1, 2024**

I. Call to Order

President DeBolt called the meeting to order at 6:35 pm in the Kendall County Office Building - Second Floor Board Meeting Rooms 209 and 210.

II. Pledge of Allegiance

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

III. Invocation

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

IV. Roll Call

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

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

V. Approval of Agenda

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

VI. Public Comment

No public comments were offered from citizens in attendance.

VII. CONSENT AGENDA

A. Approval of Minutes

- Kendall County Forest Preserve District Committee of the Whole Meeting of September 10, 2024
- Kendall County Forest Preserve District Commission Meeting of September 17, 2024

B. MOTION: Approval of Claims in the Amount of \$19,354.70

C. MOTION: Approval of a Proposal from James Novak Paving, Inc. of Oswego, Illinois for Completion of Asphalt Trail Repairs and Section Replacements (966 sq. ft. total) at Blackberry Trail Forest Preserve for an Amount Not-to-Exceed \$16,000.00

- D. **MOTION:** Approval of a Proposal from Bluestem Ecological Services, Co. of Marengo, Illinois (Option 2) for the Control of Sandbar Willow (*Salix exigua*) along the Asphalt Trail Corridor at Blackberry Trail Forest Preserve for an Amount Not-to-Exceed \$8,250.00

Commissioner Kellogg made a motion to approve the Consent Agenda as presented. Seconded by Commissioner Rodriguez.

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

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

VIII. OLD BUSINESS

No items posted for consideration.

IX. NEW BUSINESS

No items posted for consideration.

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

No new Committee updates.

XI. Public Comments

No public comments were offered from citizens in attendance.

XII. Executive Session

None.

XIII. Other Items of Business

No other items posted for considered.

XIV. Adjournment

Commissioner Koukol made a motion to adjourn. Seconded by Commissioner Wormley. Aye, all. Opposed, none. Meeting adjourned at 6:37 pm.

Respectfully submitted,

Antoinette White

Acting Executive Director, Kendall County Forest Preserve District

Claims Listing

10/9/2024 11:40:45 AM

Department	Vendor #	Vendor Name	Invoice #	Invoice Description	GL Account	Description	Invoice Amount
Ellis Grounds	1323	MENARDS	9372	Lamp post, toilet paper, flagtape, locks	19001162	68580	\$64.46
						Sub-Total	\$64.46
						Total	\$64.46
Ellis House	541	FIRST NATIONAL BANK OF OMAHA	9778VickSept2024	Vick Credit Card Sept 2024	19001160	62000	\$22.30
						Sub-Total	\$22.30
						Total	
Ellis House	124	BARRETT'S ECOWATER	0010381101524	Ellis Water Service	19001160	68580	\$51.15
	1323	MENARDS	8720	Mop, light bulbs, floor cleaner	19001160	68580	\$42.95
	1323	MENARDS	8808	Lightbulbs	19001160	68580	\$23.96
						Sub-Total	\$118.06
						Total	\$140.36
Ellis Riding Lessons	541	FIRST NATIONAL BANK OF OMAHA	Guritz3583Sept2024	Guritz Sept 2024 Credit Card	19001164	63000	\$996.65
						Sub-Total	\$996.65
						Total	\$996.65

Ellis Riding Lessons	529	EQUINE VETERINARY PRACTICE LLC	242724	Euthanasia-Nemo	19001164 63020	Vet & Farrier	\$325.00
						Sub-Total	\$325.00
					Ellis Riding Lessons	Total	\$1,321.65
Ellis Weddings	3131	GROOT INC	13219476T102	Waste and Recycling Services	19001168 63070	Refuse Pickup	\$107.73
						Sub-Total	\$107.73
					Ellis Weddings	Total	\$107.73
Environmental Educ. Natrl Beg.	1323	MENARDS	8463	Treated Wood	19001178 63030	Program Supplies	\$6.76
	1871	JESSICA VOSBURGH	Sept2024Reimbursement	Reimbursement for food-human and animal	19001178 63030	Program Supplies	\$33.02
						Sub-Total	\$39.78
Forest Preserve Director					Environmental Educ. Natrl Beg.	Total	\$39.78
	541	FIRST NATIONAL BANK OF OMAHA	Guritz3583Sept2024	Guritz Sept 2024 Credit Card	190011 62000	Office Supplies	\$5.58
	541	FIRST NATIONAL BANK OF OMAHA	White5931Sept2024	Staff Luncheon Supplies	190011 62000	Office Supplies	\$245.62
1304	MARCO TECHNOLOGIES, LLC	539587162f	copier 09/28/2024 - 10/28/2024	190011 62000	Office Supplies	\$227.15	
3380	AMAZON CAPITAL SERVICES	16C7-TY64-WY4G	Flash Drive	190011 62000	Office Supplies	\$12.96	
3380	AMAZON CAPITAL SERVICES	1KXV-MGWX-NQGR	File folders, binder clips	190011 62000	Office Supplies	\$31.94	
					Sub-Total	\$523.25	

**Forest Preserve
Director**

1665	SHAW MEDIA	092410085118	Website hosting, budget public notice	190011 62090	Legal Publications	\$68.82
					Sub-Total	\$68.82
1199	KLUBER, INC.	9202	Subat Professional Services	190411 62150	Contractual Services	\$1,978.32
1928	WBK ENGINEERING, LLC	25774101524	Engineering Services	190411 62150	Contractual Services	\$1,152.50
					Sub-Total	\$3,130.82
2047	COMED	06169650001015 24	ComEd Harris Arena	190011 63510	Electric	\$30.14
2047	COMED	10178790001015 24	ComEd Baker Woods	190011 63510	Electric	\$22.20
2047	COMED	28734790001015 24	ComEd Richard Young	190011 63510	Electric	\$25.90
2047	COMED	66110222221015 24	ComEd Jay Woods	190011 63510	Electric	\$25.90
2047	COMED	79918650001015 24	ComEd Harris	190011 63510	Electric	\$103.92
					Sub-Total	\$208.06
1665	SHAW MEDIA	092410085118	Website hosting, budget public notice	190011 68430	Marketing / Publicity	\$59.99
					Sub-Total	\$59.99
3015	JAMES NOVAK PAVING INC	629	Blackberry Forest Preserve Trail Repairs	190711 68500	Project Fund Expenses	\$16,000.00
					Sub-Total	\$16,000.00

Forest Preserve Director		Subat Pay App 2	Subat Pay App #2	190411 70330	Construction	\$9,180.00
2826	LITE CONSTRUCTION INC					
					Sub-Total	\$9,180.00
				Forest Preserve Director	Total	\$29,170.94
506	ELBURN NAPA, INC.	4860101524	Various grounds equipment	19001183 62160	Equipment	\$36.37
1060	JOHN DEERE FINANCIAL	11113-29745101524	Various Grounds and Hoover supplies	19001183 62160	Equipment	\$71.97
1060	JOHN DEERE FINANCIAL	41111-16351101524	Parts and equipment	19001183 62160	Equipment	\$222.13
4938	CURTIS TOWING	1210	Tow Services	19001183 62160	Equipment	\$100.00
					Sub-Total	\$430.47
1153	KENDALL CO HIGHWAY DEPT	FuelSept2024	Gas & Diesel Sept 2024	19001183 62180	Gasoline / Fuel / Oil	\$338.92
					Sub-Total	\$338.92
3131	GROOT INC	13219476T102	Waste and Recycling Services	19001183 63070	Refuse Pickup	\$343.33
					Sub-Total	\$343.33
1060	JOHN DEERE FINANCIAL	11113-29745101524	Various Grounds and Hoover supplies	19001183 63110	Shop Supplies	\$204.21
					Sub-Total	\$204.21
1849	VERIZON	9974230448	Internet and cell services	19001183 63540	Telephones	\$209.95
3837	T-MOBILE	982008249101524	Cell and internet services	19001183 63540	Telephones	\$279.44

Grounds and Natural Resources	3837	T-MOBILE	99034511210152 4	Ooma Device	19001183 63540	Telephones	\$79.90	
						Sub-Total	\$569.29	
Hoover	Grounds and Natural Resources						Total	\$1,886.22
	3633	KATY WILLIAMS	24-00276	Moonseed Sec Dep Refund	19001171 63040	Security Deposit Refund	\$100.00	
	4939	QUINN HENNING	24-00278	Blazing Star Sec Dep Refund	19001171 63040	Security Deposit Refund	\$100.00	
	4940	LIZ SIMPSON	24-00287	Moonseed Sec Dep Refund	19001171 63040	Security Deposit Refund	\$100.00	
	4941	REBEKAH BANTA	24-00197	MHL Sec Dep Refund	19001171 63040	Security Deposit Refund	\$217.50	
	4950	CARRIE KYES	24-00327	Blazing Star Sec Dep Refund	19001171 63040	Security Deposit Refund	\$100.00	
	Sub-Total						Sub-Total	\$617.50
	1452	NICOR	23336698297101 524	Nicor Rookery	19001171 63090	Natural Gas	\$52.74	
	Sub-Total						Sub-Total	\$52.74
	1060	JOHN DEERE FINANCIAL	11113-29745101524	Various Grounds and Hoover supplies	19001171 63110	Shop Supplies	\$35.46	
1950	YORKVILLE ACE & RADIO SHACK	400515101524	Air filter, refrigerator hose	19001171 63110	Shop Supplies	\$26.97		
Sub-Total						Sub-Total	\$62.43	

Hoover									
1060	JOHN DEERE FINANCIAL	11113- 29745101524	Various Grounds and Hoover supplies	19001171	66500	Miscellaneous Expense	\$36.94		
1323	MENARDS	8503	Batteries	19001171	66500	Miscellaneous Expense	\$41.96		
1950	YORKVILLE ACE & RADIO SHACK	400515101524	Air filter, refrigerator hose	19001171	66500	Miscellaneous Expense	\$16.99		
						Sub-Total	\$95.89		
					Hoover	Total	\$828.56		
Pickerill - Pigott									
2047	COMED	1565665111015 24	ComEd Pickerill House	19001184	63100	Electric	\$42.07		
2047	COMED	94385650001015 24	ComEd Pickerill Shelter	19001184	63100	Electric	\$16.62		
						Sub-Total	\$58.69		
					Pickerill - Pigott	Total	\$58.69		
						Grand Total	\$33,618.39		



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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: _____

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 15TH day of October, 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) an 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 15TH day of October, 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



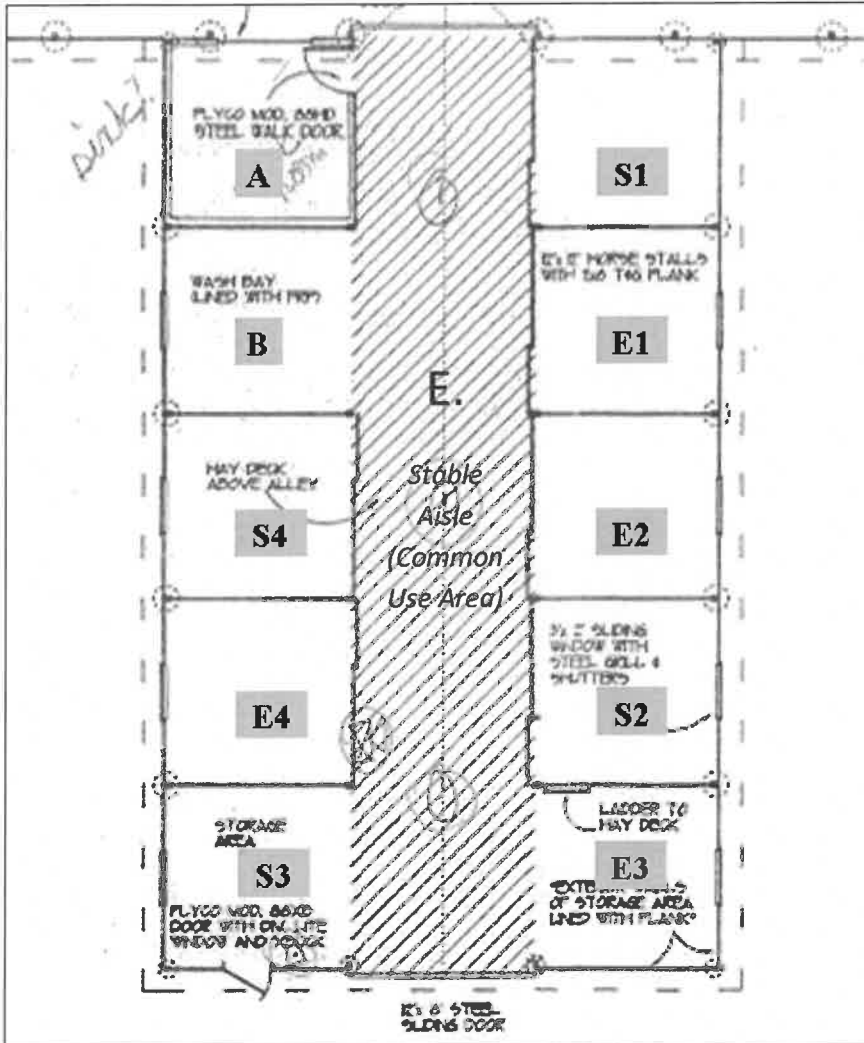
2. Defined Licensed Areas



- 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.”

To: Kendall County Forest Preserve District Board of Commissioners

From: Antoinette White, Acting Executive Director
David Guritz, Executive Advisor

RE: Contract #24-06-002 – 2024 Hoover Well Pump Replacement Project
Change Order #1: \$4,818.00 Total
Total Contract Cost Increase to \$43,366.00

Date: October 15, 2024

Great Lakes Water Resources Group, Inc. (GLWRG) completed testing on the Hoover Well Pump for the 2024 Hoover Well Pump Replacement Project.

GLWRG recommends upgrades to the sub motor, well pump, and pump cable based on testing curves performed on the existing equipment as follows:

- 1) A Sub Motor Model Upgrade from a 25HP 208VT, 3PH 6" Franklin Sub Motor to a 5STS150-10 5" 10-Stage Franklin STS, 6" Motor, 3" Discharge (\$900.00);
- 2) A Well Pump Model Upgrade from a 25HP Grundfos 6" SS 150S250-14 Sub Pump End to a 25HP Franklin Sub Pump End (\$828.00), and
- 3) A Flat Jacketed Pump Cable Upgrade from 450' of #2/3 W/GD to 460' of #1/0 W/GD (\$3,090.00)

Recommendation:

District staff recommends approval of Change Order #1 as presented on the October 15, 2024 Commission meeting Consent Agenda.

Great Lakes Water Resources Group, Inc.
1127 Plainfield Road
Joliet, IL 60435
815-726-2720
815-210-6311
www.glwrg.com



October 10, 2024

Kendall County Forest Preserve District
110 W. Madison Street
Yorkville, IL 60560

Attention: David Guritz
Antoinette White

Re: Hoover Forest Preserve Well Motor/Pump Replacement – Change Order

We are pleased to provide you with the following Change Order Proposal for your review and consideration. Also attached are the Pump Performance / Pump Curve datasheets.

#	DESCRIPTION	Unit	Qty	UNIT PRICE	TOTAL PRICE
Changes to BASIC SERVICE ITEMS					
3	5STS150-10 5" 10-Stage Franklin STS, 6" Motor, 3" Discharge	EA	1	\$ 5,400.00	\$ 5,400.00
4	30HP 200/3 6" Franklin SandFighter w/ SubTrol	EA	1	\$ 5,628.00	\$ 5,628.00
6	Provide new four hundred and sixty feet (460 feet) of #1/0 W/GD Flat Jacketed Pump Cable	FT	460	\$ 16.50	\$ 7,590.00
				TOTAL	\$18,618.00

Should you have any questions, please feel free to contact me. Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read 'K. Brandenburg'.

Kyle Brandenburg
President
Cell: 815-210-6311
Office: 815-726-2720
E-Mail: kbrandenburg@glwrg.com

MUNICIPAL – INDUSTRIAL – IRRIGATION – ENVIRONMENTAL

Great Lakes Water Resources Group, Inc.
 1127 Plainfield Road
 Joliet, IL 60435
 815-726-2720
 815-210-6311
 www.glwrg.com



June 26, 2024

**Kendall County Forest
 Preserve District**

RE: 2024 Hoover Well Pump Replacement and Installation Project Bid (ITB) Number 24-06-002

Breakdown of unit and total prices for items as required as an attachment to Bid Form

#	DESCRIPTION	Unit	Qty	UNIT PRICE	TOTAL PRICE
1	Three step pressure curve testing of current well pump	HR	1	\$ 295.00	\$ 295.00
2	Removal and disposal of the existing well pump, drop pipe, pump cable, and accessories	LS	1	\$ 6,500.00	\$ 6,500.00
3	Provide new 25HP 208VT, 3PH 6" Franklin Sub Motor	LS	1	\$ 4,500.00	\$ 4,500.00
4	Provide new 25HP Grundfos 6" SS 150S250-14 Sub Pump End	LS	1	\$ 4,800.00	\$ 4,800.00
5	Provide new four hundred and forty-four feet (444 feet) of four inch (4") Galvanized Drop Pipe	FT	444	\$ 17.00	\$ 7,548.00
6	Provide new four hundred and fifty feet (450 feet) of #2/3 W/GD Flat Jacketed Pump Cable	FT	450	\$ 10.00	\$ 4,500.00
7	Provide additional new and necessary valves, adapters, fittings, and other required materials for completing the replacement. Includes two new 4" D.I. check valves	LS	1	\$ 1,800.00	\$ 1,800.00
8	Reinstallation of new pumping equipment	LS	1	\$ 5,750.00	\$ 5,750.00
9	Reconnection and recalibration of new well pump with existing ABB Unit (ACH580 104A/208/3 VFD) currently under warranty with Fluid Technologies, Inc. of Elgin, Illinois. Includes items added in Addendum 1	LS	1	\$ 450.00	\$ 450.00
10	Add three-step performance testing and ABB Unit calibration of the replacement pump following installation (per Addendum #1)	LS	1	\$ 2,300.00	\$ 2,300.00
11	Complete final well chlorination/sanitization to a concentration of 150 ppm (per Addendum #1)	LS	1	\$ 105.00	\$ 105.00
Total :					\$ 38,548.00

Pump Performance Datasheet

Company Name	
Company contact number	
Quote Number	1150404
Project name	Default

Model/Order No.	150 GPM 5" STS Sub-Turbine (Build Center)
Stages	10 (10 / 0x / 0x)
Quantity of pumps in parallel	1
Based on curve number	5STS-150-04
Saved Date	03 Sep 2024 8:12 AM

Operating Conditions

Flow, rated	: 150.0 USgpm
Head, rated (requested)	: 490.0 ft
Head, rated (actual)	: 492.0 ft
Suction pressure, rated / max	: 0.00 / 0.00 psi.g
NPSH available	: Ample
Site Supply Frequency	: 60 Hz

Performance

Speed criteria	: Synchronous
Speed	: 3450 rpm
Impeller dia.	: 10A
Impeller diameter, maximum	: A
Impeller diameter, minimum	: C
Efficiency	: 72.66 %
PEI (CL)	: 0.92
NPSH required / margin required	: 18.98 / 0.00 ft
Ns (imp. eye flow) / Nss (imp. eye flow)	: 1,963 / 4,585 US Units
MCSF	: 90.93 USgpm
Head max.	: 649.6 ft
Head rise to shutoff	: 30.20 %
Flow, best eff. point	: 129.9 USgpm
Flow ratio, rated / BEP	: 115.47 %
Diameter ratio (rated / max)	: 100.00 %
Head ratio (rated dia / max dia)	: 100.00 %
Cq/Ch/Ce/Cn [ANSI/HI 9.6.7-2010]	: 1.00 / 1.00 / 1.00 / 1.00
Selection status	: Acceptable

Liquid

Liquid type	: Water
Additional liquid description	:
Solids diameter, max	: 0.00 in
Solids concentration, by volume	: 0.00 %
Temperature	: 68.00 deg F
Fluid density	: 1.000 / 1.000 SG
Viscosity	: 1.00 cP
Vapor pressure, rated	: 0.34 psi.a

Material

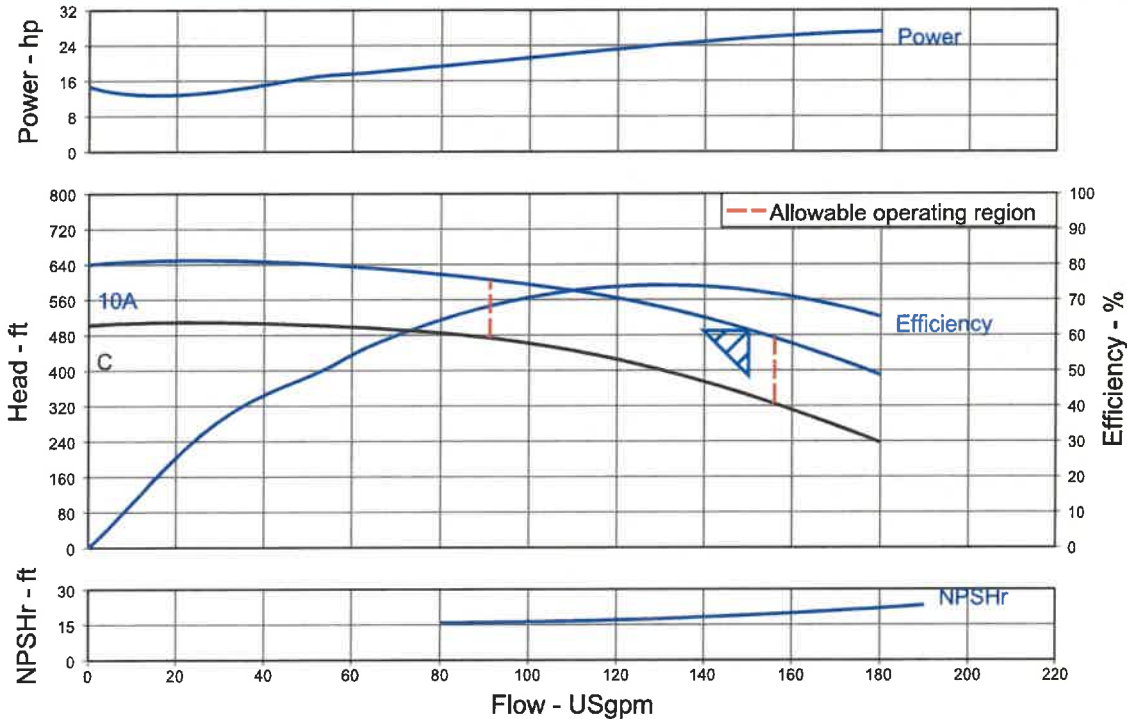
Material selected	: Standard
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Pressure Data

Shut off pressure	: 281.1 psi.g
Maximum allowable working pressure	: N/A
Maximum allowable suction pressure	: N/A
Hydrostatic test pressure	: N/A

Driver & Power Data (@Max density)

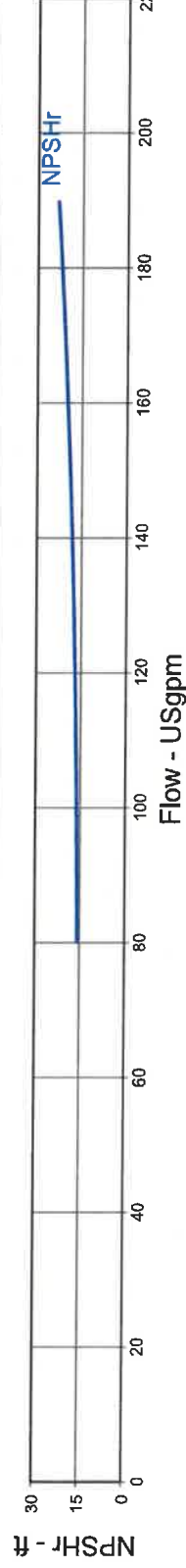
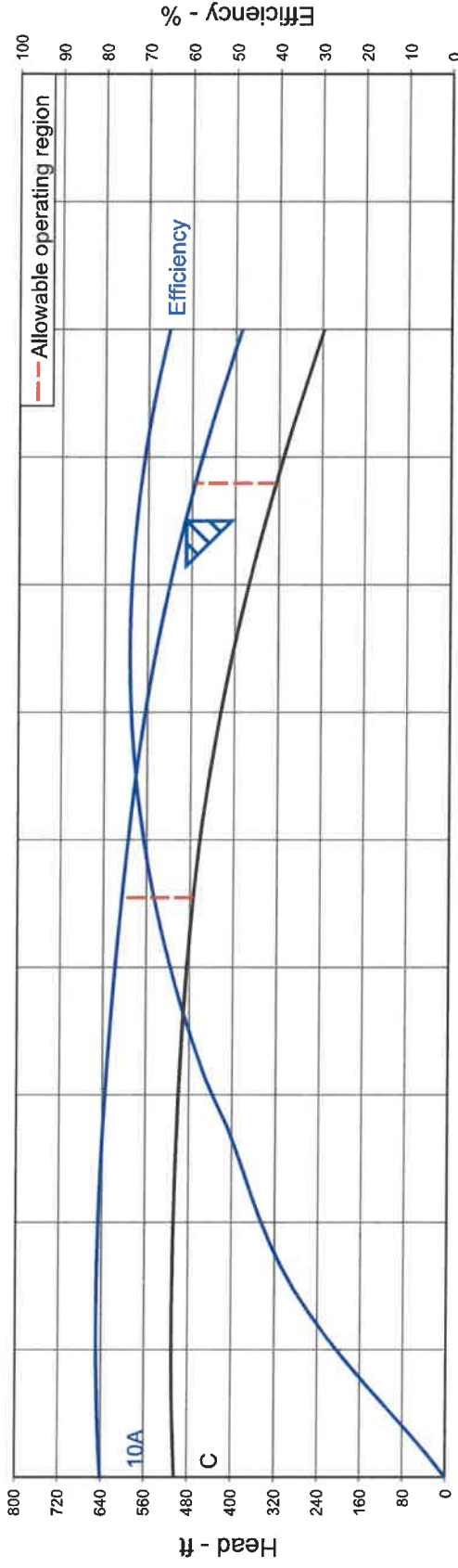
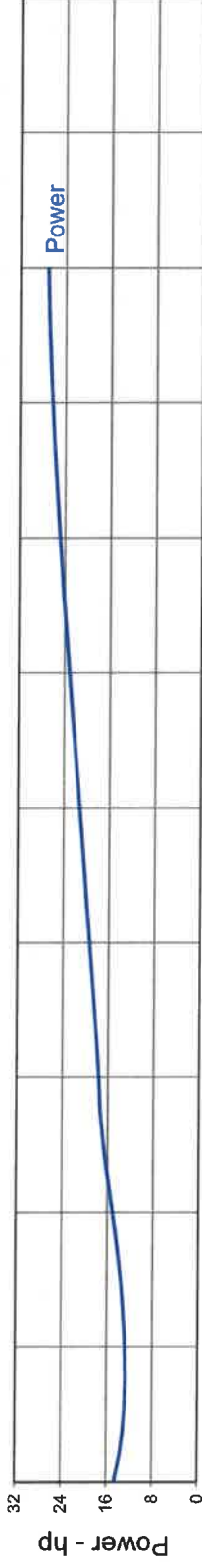
Driver sizing specification	: Rated power
Margin over specification	: 0.00 %
Service factor	: 1.15 (used)
Power, hydraulic	: 18.63 hp
Power, rated	: 25.64 hp
Power, maximum	: 27.13 hp
Motor rating	: 25.00 hp / 18.64 kW



Pump Performance Curve

Company Name	
Company contact number	

Quote Number	1150404
Quote Date	24 Oct 2023
Project name	Default



Description	: 150 GPM 5" STS Sub-Turbine (Build Center)
Stages	: 10 (10 / 0x / 0x)
Flow, rated	: 150.0 USgpm
Head, rated	: 490.0 ft

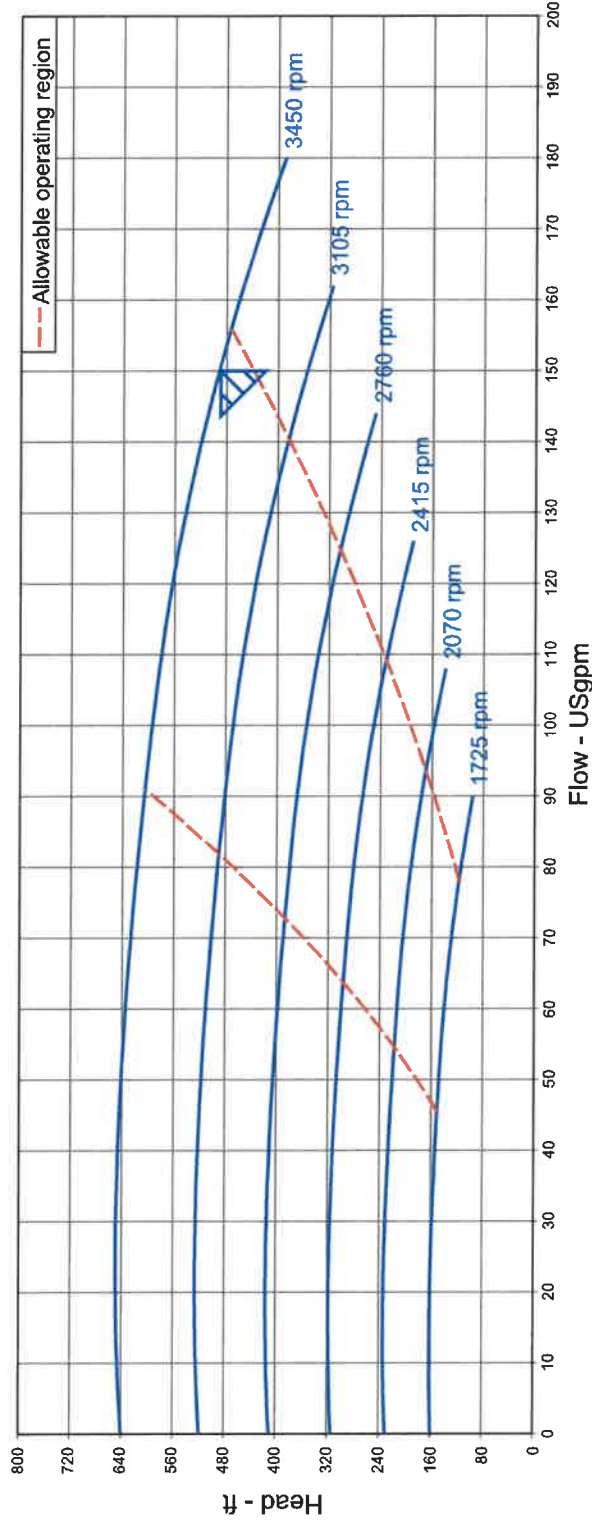
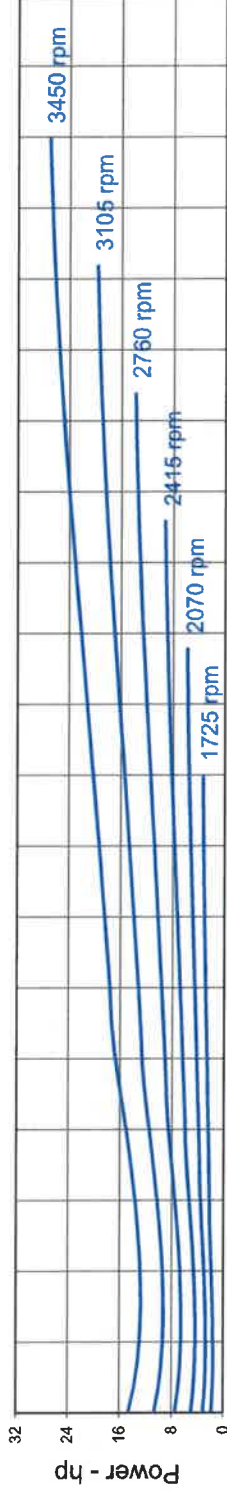
Speed	: 3450 rpm
Based on curve number	: 5STS-150-04
Efficiency	: 72.66 %
Power, rated	: 25.64 hp

NPSH required	: 18.98 ft
Fluid density	: 1.000 / 1.000 SG
Viscosity	: 1.00 cP
Cq/Cr/Ce/Cn [ANSI/HI 9.8.7-2010]	: 1.00 / 1.00 / 1.00 / 1.00
Saved Date	: 03 Sep 2024 8:12 AM

Multi-Speed Performance Curve

Company Name	
Company contact number	

Quote Number	1150404
Quote Date	24 Oct 2023
Project name	Default



Description	: 150 GPM 5" STS Sub-Turbine (Build Center)
Stages	: 10 (10 / 0x / 0x)
Flow, rated	: 150.0 USgpm
Head, rated	: 490.0 ft

Speed	: 3450 rpm
Based on curve number	: 5STS-150-04
Efficiency	: 72.66 %
Power, rated	: 25.64 hp
Impeller dia.	: 4.05 in

NPSH required	: 18.98 ft
Fluid density	: 1.000 / 1.000 SG
Viscosity	: 1.00 cP
Cp/Ch/Ce/Cn [ANSI/HI 9.6.7-2010]	: 1.00 / 1.00 / 1.00 / 1.00
Saved Date	: 03 Sep 2024 8:12 AM

SUBMERSIBLE TURBINE PUMPS

5" STS SERIES - 150 GPM

FPS

FEATURES

- 100% factory wet tested with test results shipped with each pump
- Premium ductile iron casting for long life and high pressures
- Longer discharge and motor bracket bearings for increased pump life
- Spiral cutlass rubber intermediate bearings designed for harsh environments
- 416 stainless steel pump shaft ground and polished for maximum durability
- Investment cast stainless steel impellers for superior abrasion resistance
- Custom pumps available



SPECIFICATIONS

- 6" minimum well I.D.
- 10' minimum submergence above inlet
- 3"/4" NPT discharge
- 675 psi standard maximum working pressure
- 150 ppm maximum allowable amount of sand
- Basic Model: 150STS5, PEI_q Number: 0.92

APPLICATIONS

- Irrigation
- Agricultural
- Industrial
- Municipal
- Commercial

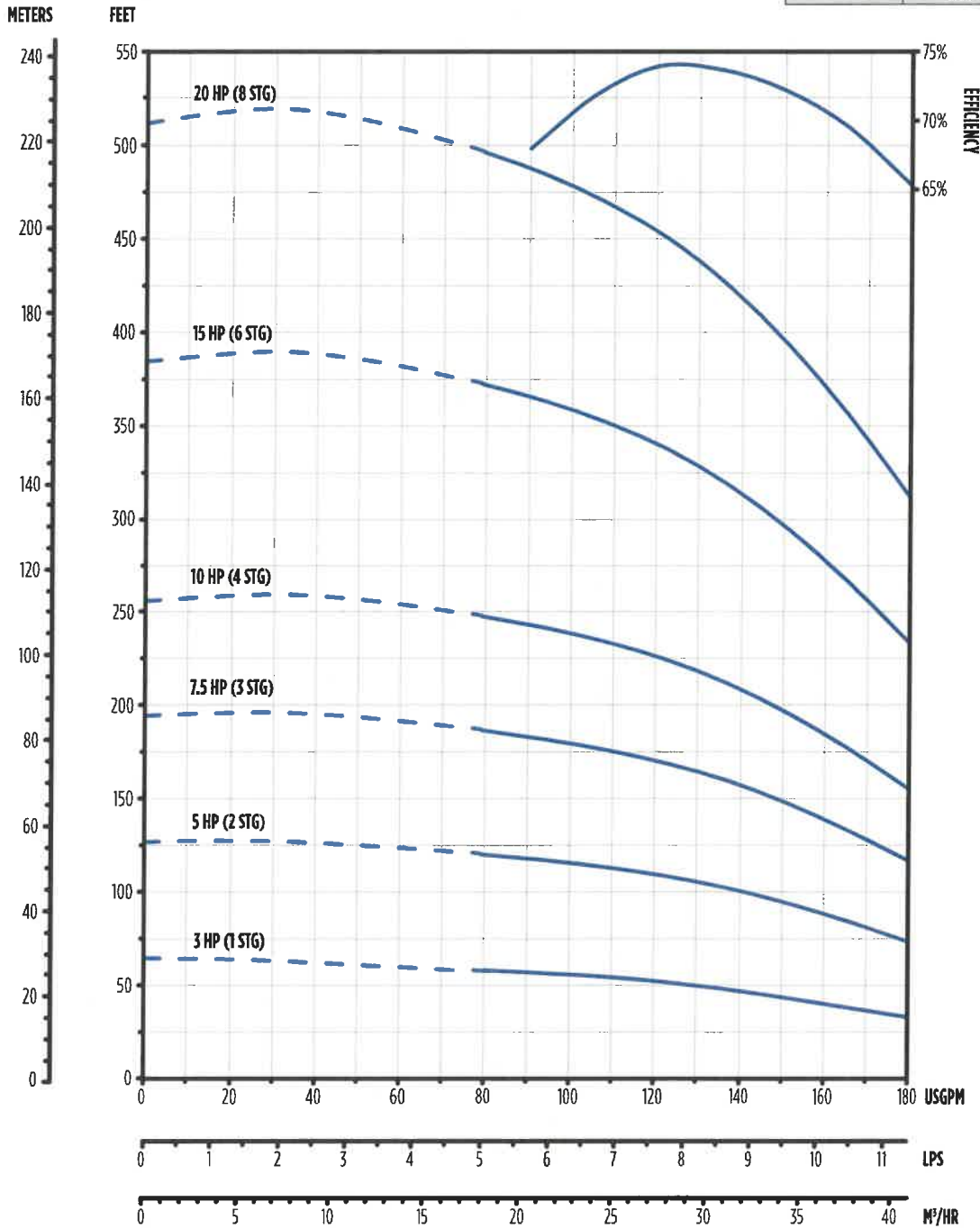
SUBMERSIBLE TURBINE PUMPS

5" STS SERIES - 150 GPM



PERFORMANCE

Basic Model	PEI ₃ Number
150STS5	0.92



— RECOMMENDED OPERATING RANGE

NOTE: Performance based on 68 °F fresh water; 6" 5-40 hp motor at 3450 rpm

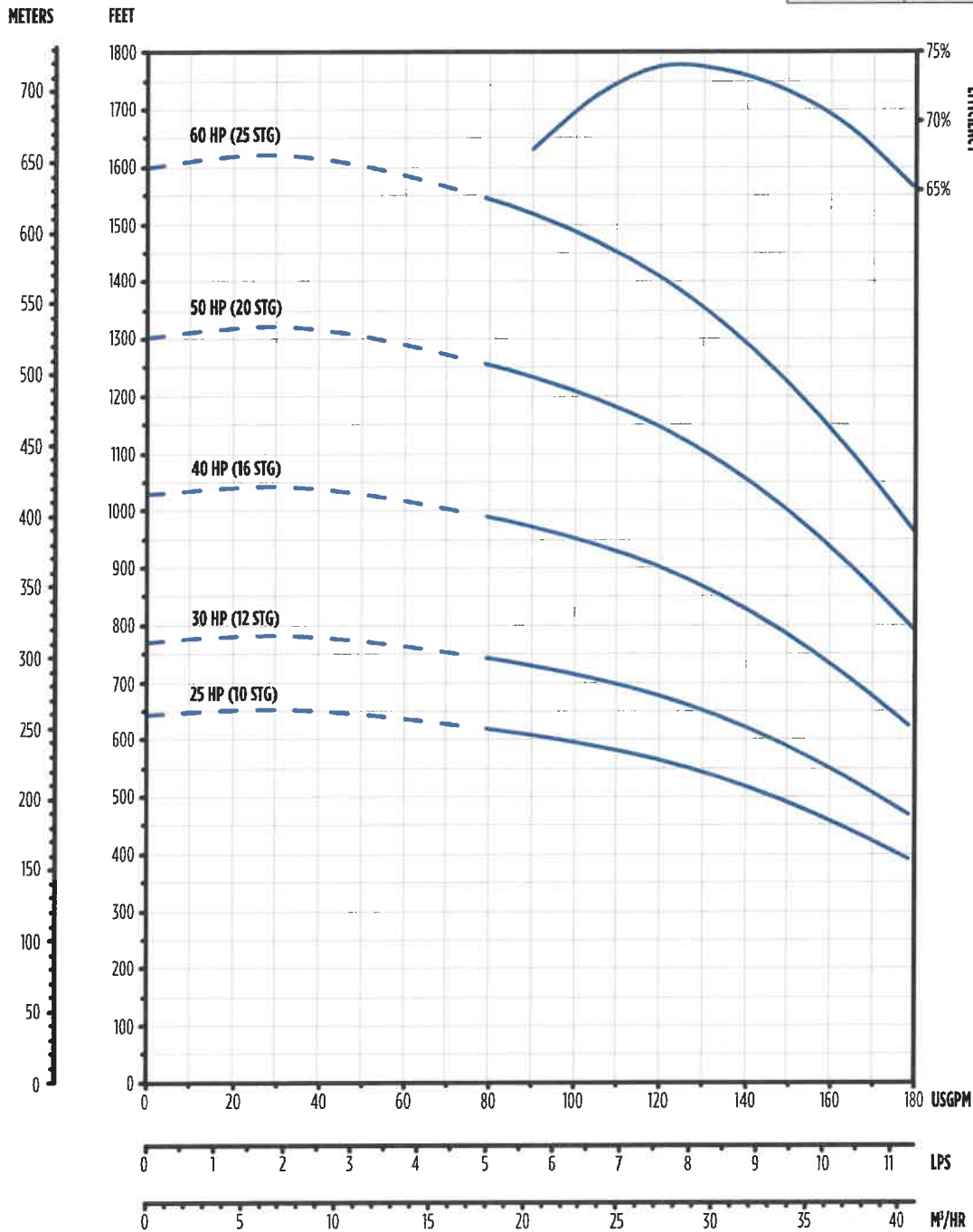
SUBMERSIBLE TURBINE PUMPS

5" STS SERIES - 150 GPM



PERFORMANCE

Basic Model	PEI _{cl} Number
150ST55	0.92



— RECOMMENDED OPERATING RANGE

NOTE: Performance based on 68 °F fresh water; 6" 5-40 hp motor at 3450 rpm; 6" 50 hp motor at 3475 rpm; 6" 60 hp motor at 3480 rpm

SUBMERSIBLE TURBINE PUMPS

5" STS SERIES - 150 GPM

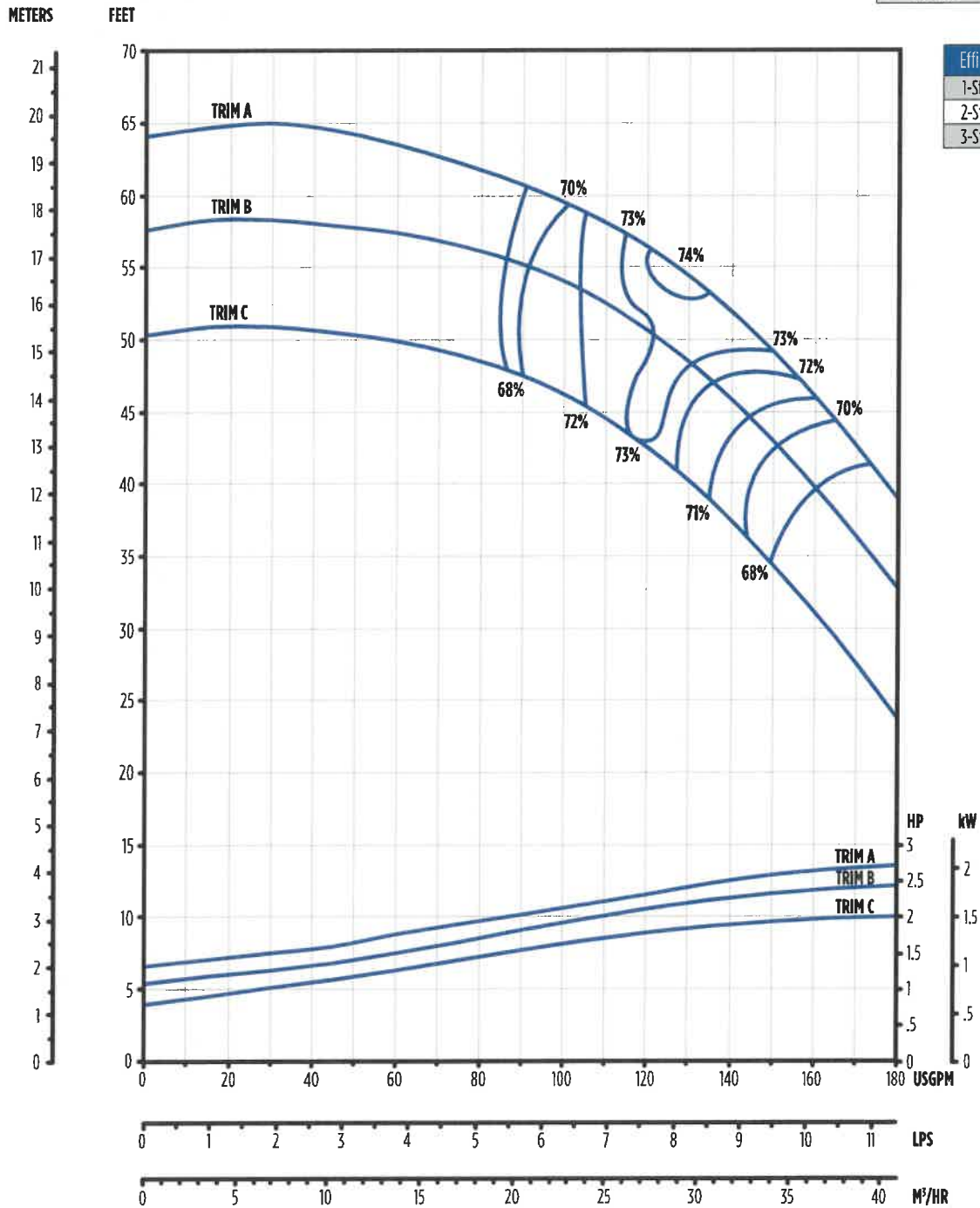


DIMENSIONS

SINGLE-STAGE

Basic Model	PEI ₁ Number
150STS5	0.92

Efficiency Correction	
1-Stage	6%
2-Stage	2%
3-Stage	0%



NOTE: Efficiencies are typical and not guaranteed. Efficiency correction required for low stage count. Pumps are intentionally designed to utilize some portion of the motor's 1.15 service factor. Nominal RPM is 3450.

SUBMERSIBLE TURBINE PUMPS

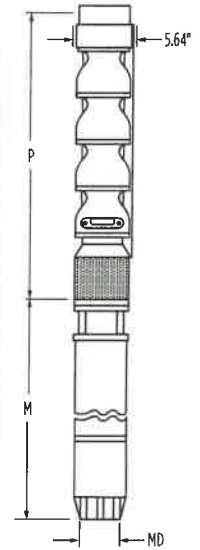
5" STS SERIES - 150 GPM



DIMENSIONS

Power		Stages	Trim	Motor Size	Pump Length		MD*		Motor Wt.		Pump Wt.	
HP	kW				in	mm	in	mm	lbs	kg	lbs	kg
3	2.2	1	1A	4"	16.9	429	3.75	95	41.0	18.6	40.5	18.3
5	3.7	2	2A	6"	22.1	561	5.44	138	86.0	39.0	49.1	22.3
7.5	5.5	3	3A	6"	26.1	663	5.44	138	99.0	44.9	57.7	26.2
10	7.5	4	4A	6"	30.1	765	5.44	138	103.4	46.9	66.3	30.1
15	11	6	6A	6"	38.1	968	5.44	138	114.0	51.7	83.5	37.9
20	15	8	8A	6"	46.1	1171	5.44	138	126.1	57.2	100.7	45.7
25	18.5	10	10A	6"	54.1	1374	5.44	138	140.0	63.5	117.9	53.5
30	22	12	12A	6"	62.1	1577	5.44	138	154.1	69.9	135.1	61.3
40	30	16	16A	6"	78.1	1984	5.44	138	182.1	82.6	169.5	76.9
50	37	20	20A	6"	94.1	2390	5.44	138	263.5	119.5	203.9	92.5
60	45	25	20A 5B	6"	114.1	2898	5.44	138	291.5	132.2	246.9	112.0

NOTE: *MD diameter = Franklin Electric Motor, M = Maximum Length of Franklin Electric Motor



DIMENSIONS

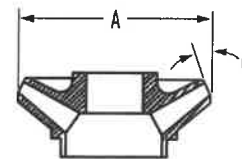
PUMP ENDS

Power		Stages	Trim	Motor Size	Discharge	Order No.	Description	Shipping Wt.	
HP	kW							lbs	kg
3	2.2	1	1A	4"	3" NPT	97050150001	150STS305A-0143	55.1	25
5	3.7	2	2A	6"		97050150102	150STS505A-0263	62	28.1
5	3.7	2	2A	4"		97050150002	150STS505A-0243	62	28.1
7.5	5.5	3	3A	6"		97050150103	150STS705A-0363	70	31.8
7.5	5.5	3	3A	4"		97050150003	150STS705A-0343	70	31.8
10	7.5	4	4A	6"		97050150104	150STS1005A-0463	79	35.8
10	7.5	4	4A	4"		97050150004	150STS1005A-0443	79	35.8
15	11	6	6A	6"		97050150106	150STS1505A-0663	98	44.5
20	15	8	8A	6"		97050150108	150STS2005A-0863	117	53.1
25	18.5	10	10A	6"		97050150110	150STS2505A-1063	136	61.7
30	22	12	12A	6"		97050150112	150STS3005A-1263	154	69.9
40	30	16	16A	6"		97050150116	150STS4005A-1663	226	102.5
50	37	20	20A	6"		97050150120	150STS5005A-2063	269	122
60	45	25	20A 5B	6"		97050150025	150STS6005X-2563	321	145.6

DIMENSIONS

IMPELLER

Trim	A Diameter	C Angle
A	4.055" / 103.0 mm	15.5 °
B	3.866" / 98.2 mm	15.5 °
C	3.681" / 93.5 mm	15.5 °



SUBMERSIBLE TURBINE PUMPS

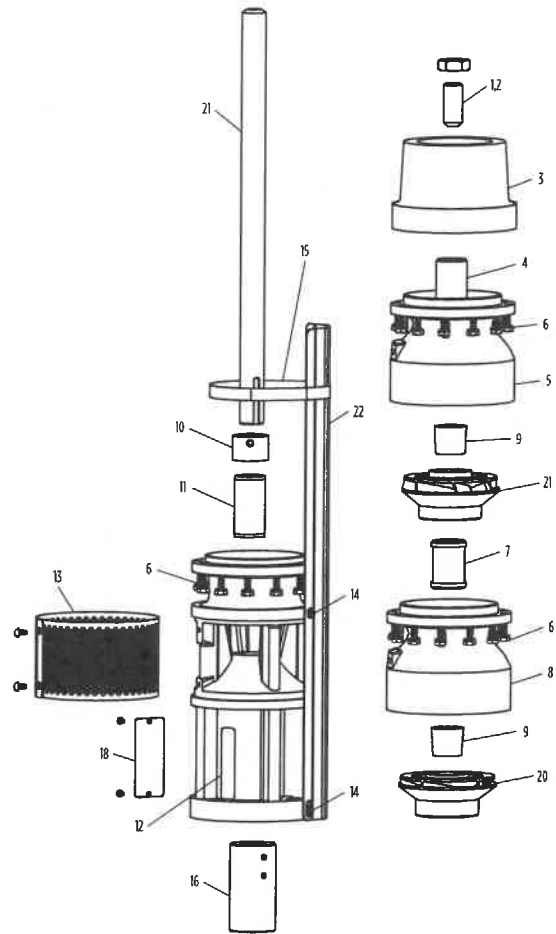
5" STS SERIES - 150 GPM



REPAIR PARTS

Item No.	Part Description	Part No.	Qty. Per
1,2	Upthrust Bolt/Nut Kit	305471553	1
3	3" NPT Discharge (no top bearing)	305472203	1
	4" NPT Discharge (no top bearing)	305472205	
4	Top Bearing, Bronze (included in 5)	305472207	As Req.
5	Top Bowl w/Bronze Top Bearing	305472208	As Req.
6	Bowl Bolt Kit (12 pieces)	305472210	As Req.
	Bowl Bolt Kit (1000 pieces)	305471550	
7	5"/6" Bowl Bearing, Bronze (included in 8)	305471387	As Req.
	5"/6" Bowl Bearing, Rubber (included in 8)	305471398	
	5"/6" Bowl Bearing, FKM (included in 8)	305471399	
8	Bowl and Bearing Assembly, Bronze	305472211	As Req.
	Bowl and Bearing Assembly, Rubber	305472212	
	Bowl and Bearing Assembly, FKM	305472213	
	Bowl Only (no bearing installed)	305472214	
9	Taper Lock Collet Kit (included in 10)	305471372	As Req.
10	Sand Cap w/Set Screws	305471374	1
11	Motor Bracket Bearing, Bronze (included in 14)	305471389	1
12	4" Motor Bracket w/Bronze Bearing	305472463	As Req.
	6" Motor Bracket w/Bronze Bearing	305472220	
	8" Motor Bracket w/Bronze Bearing	305472596	
13	Suction Screen w/Drive Screws	305472222	1
14	5" Cable Guard Screw Kit (4 pieces)	305472241	1
	8" Motor Bracket w/Bronze Bearing*	305472600	1
15	5" Cable Guard Clamp	305472243	1
16	4" Motor Coupling	305471002	1
	6" Motor Coupling	305471402	1
17	4" Motor Nut Kit	305360901	1
	6" Motor Bolt Kit	305352901	
18	Nameplate w/Drive Screws	305418901	1
19	Owner's Manual	106089101	1

*8" Motor rated up to 60hp



REPAIR PARTS

IMPELLER

Item No.	Description	Diameter		Angle	Kit w/ Collet
		in	mm		
20	A Trim	4.055	103.0	15.5°	305472229
	B Trim	3.866	98.2		305472230
	C Trim	3.681	93.5		305472231

NOTE: Shaft and cable guard information located on the following pages

SUBMERSIBLE TURBINE PUMPS

5" STS SERIES - 150 GPM



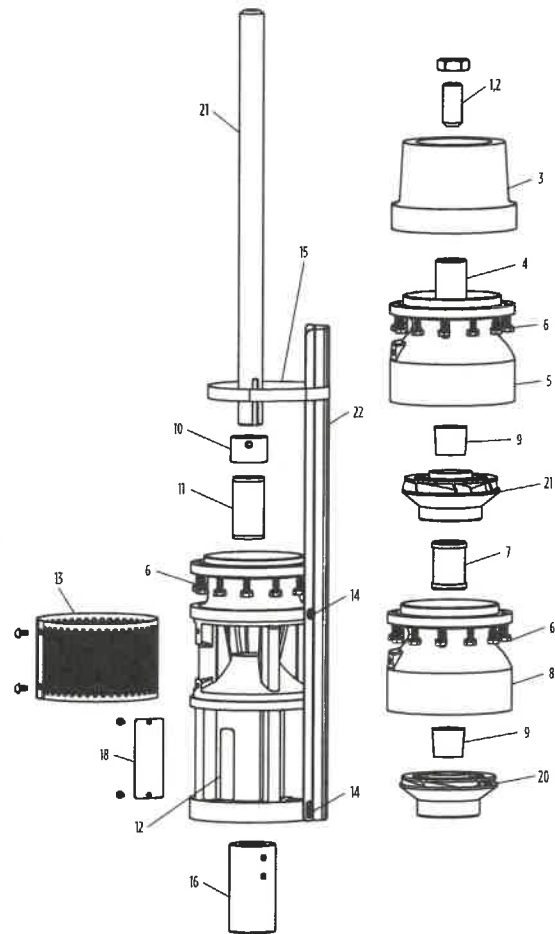
REPAIR PARTS

5" x 6" Shaft - 5" Pump w/6" Motor Bracket

Item No.	Stages	Length		Shaft Part No.	
		in	mm	416 SS	Chrome Hardened
21	1	13.14	334	305472244	305472283
	2	17.14	435	305472245	305472284
	3	21.14	537	305472246	305472285
	4	25.14	639	305472247	305472286
	5	29.14	740	305472248	305472287
	6	33.14	842	305472249	305472288
	7	37.14	943	305472250	305472289
	8	41.14	1045	305472251	305472290
	9	45.14	1147	305472252	305472291
	10	49.14	1248	305472253	305472292
	11	53.14	1350	305472254	305472293
	12	57.14	1451	305472255	305472294
	13	61.14	1553	305472256	305472295
	14	65.14	1655	305472257	305472296
	15	69.14	1756	305472258	305472297
	16	73.14	1858	305472259	305472298
	17	77.14	1959	305472260	305472299
	18	81.14	2061	305472261	305472300
	19	85.14	2163	305472262	305472301
	20	89.14	2264	305472263	305472302
	21	93.14	2366	305472264	305472303
	22	97.14	2467	305472265	305472304
	23	101.14	2569	305472266	305472305
	24	105.14	2671	305472267	305472306
	25	109.14	2772	305472268	305472307
	26	113.14	2874	305472269	305472308
	27	117.14	2975	305472270	305472309
	28	121.14	3077	305472271	305472310
	29	125.14	3179	305472272	305472311
	30	129.14	3280	305472273	305472312
	31	133.14	3382	305472274	305472313
	32	137.14	3483	305472275	305472314
	33	141.14	3585	305472276	305472315
	34	145.14	3687	305472277	305472316
	35	149.14	3788	305472278	305472317
	36	153.14	3890	305472279	305472318
	37	157.14	3991	305472280	305472319
	38	161.14	4093	305472281	305472320
	39	165.14	4195	305472282	305472321

5" & 6" 416 SS Shaft (Double Keyed)

Part No.	Length	
	ft	m
305471363	4	1.21
305471364	6	1.83
305471365	8	2.44
305471366	10	3.05



SUBMERSIBLE TURBINE PUMPS

5" STS SERIES - 150 GPM



REPAIR PARTS

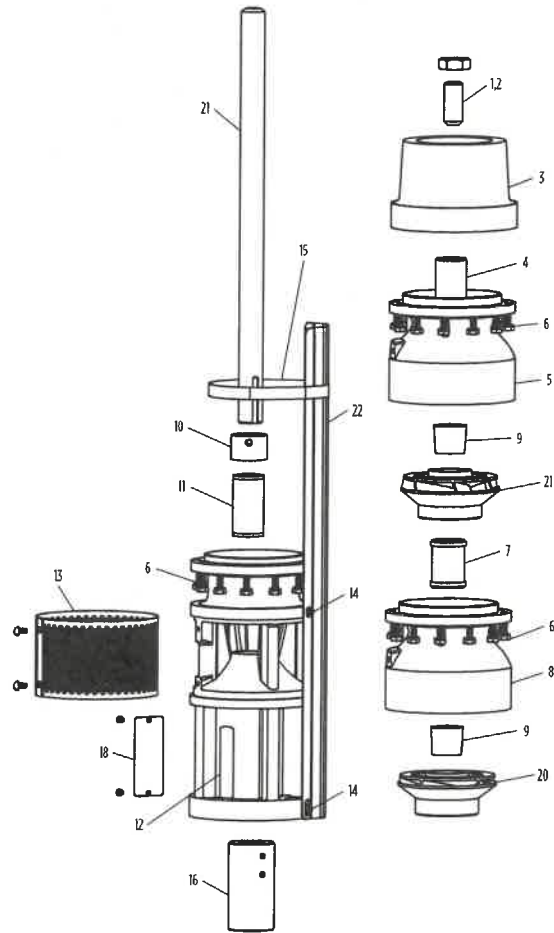
5" x 6" Cable Guard (Precut) - 5" Pump w/6" Motor Bracket

Item No.	Stages	Length		Cable Guard No.	
		in	mm	Order No.	2nd Piece (As Req.)
22	1	16.31	414	305472388	
	2	20.31	516	305472389	
	3	24.31	617	305472390	
	4	28.31	719	305472391	
	5	32.31	821	305472392	
	6	36.31	922	305472393	
	7	40.31	1024	305472394	
	8	44.31	1125	305472395	
	9	48.31	1227	305472396	
	10	52.31	1329	305472397	
	11	56.31	1430	305472398	
	12	60.31	1532	305472399	
	13	64.31	1633	305472400	
	14	68.31	1735	305472401	
	15	72.31	1837	305472402	
	16	76.31	1938	305472403	
	17	80.31	2040	305472404	
	18	84.31	2141	305472405	
	19	88.31	2243	305472406	
	20	92.31	2345	305472407	
	21	96.31	2446	305472408	
	22	100.31	2548	305472409	
	23	104.31	2649	305472410	
	24	108.31	2751	305472411	
	25	112.31	2853	305472412	
	26	116.31	2954	305472413	
	27	120.00	3048	305472414	
	28	20.81*	529*	305472445	305472415
	29	24.81*	630*	305472445	305472416
	30	28.81*	732*	305472445	305472417
	31	32.81*	833*	305472445	305472418
	32	36.81*	935*	305472445	305472419
	33	40.81*	1037*	305472445	305472420
	34	44.81*	1138*	305472445	305472421
	35	48.81*	1240*	305472445	305472422
	36	52.81*	1341*	305472445	305472423
	37	56.81*	1443*	305472445	305472424
	38	60.81*	1545*	305472445	305472425
	39	64.81*	1646*	305472445	305472426

*Cable guard length equals the length of the second piece

5" Cable Guard (Bulk)

Item No.	Description	Length		Part No.
		in	mm	
22	Cable Guard (10' Section)	120	3048	305472242



NOTES

5" STS SERIES - 150 GPM



NOTES

5" STS SERIES - 150 GPM




NOTES

5" STS SERIES - 150 GPM







6" ENCAPSULATED SUBMERSIBLE MOTORS

SINGLE-PHASE 5-15 HP AND THREE-PHASE 5-60 HP

200-575 VOLTS 60 AND 50 HZ

APPLICATIONS

These motors are built for dependable operation in 6-inch diameter or larger water wells. Temperature and time ratings are continuous in 86 °F (30 °C) water at 1/2 ft./sec. flow past the motor. Rotation: single-phase, CCW facing shaft end; three-phase, electrically reversible.

FEATURES

- Full 3450 RPM design point
- Maximum temperature winding wire NEMA class 200
- Anti-track, self-healing resin system
- Hermetically-sealed windings
- Removable Water-Bloc™ lead
- Double-flange design
- Over-molded lead for cable resilience.
- Stainless steel shell
- Kingsbury-type water lubricated thrust bearing
- Pressure-equalizing diaphragm
- Sand slinger
- 3-lead and 6-lead (Wye Delta) configurations for 3-phase
- Copper bar rotor
- NSF/ANSI 61 Certified

SPECIAL FEATURES

- **316 Stainless Steel:** Special construction option for acid, low pH, and seawater applications. All 316 SS motors include a SubTrol-Plus™ heat sensor.
- **Sand Fighter®** models include SubTrol-Plus™ heat sensor on 40, 50, and 60 hp models.

SUBMONITOR™ OVERLOAD OPTION FOR THREE-PHASE MOTORS

A field proven and contractor friendly premium motor protection system. It protects the motor against overload, underload, excessive winding temperature, and rapid cycling. It also extends the motor warranty to a full three years.* The motor must be manufactured with a SubTrol-Plus heat sensor.

*Contact factory for warranty details.



WARNING: Serious or fatal electrical shock or fire hazard may result from failure to follow the instructions for proper installation and use which accompany this equipment. Do not use motor in swimming areas.

6" ENCAPSULATED SUBMERSIBLE MOTORS

AVAILABILITY

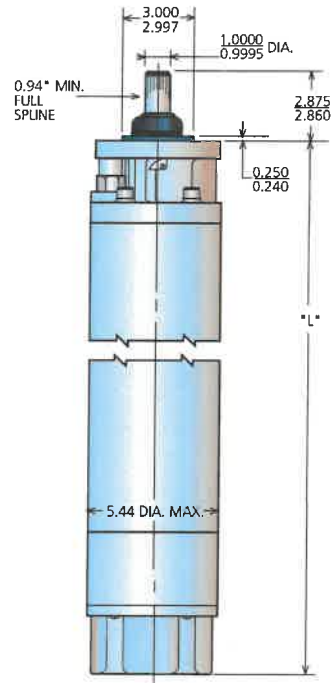
Single-Phase Capacitor start, Capacitor run (Control box required)

HP	KW	"L" Dim		316 SS "L" Dim		Shipping Weight	
		IN	CM	IN	CM	LBS	KG
5	3.7	25.4	64.6	25.0	63.6	112	51
7.5	5.5	28.0	71.1	27.6	70.1	125	57
10	7.5	30.6	77.7	30.2	76.6	143	65
15	11.0	33.1	84.2	32.7	83.1	156	71

Three-Phase

HP	KW	"L" Dim		316 SS "L" Dim		Shipping Weight	
		IN	CM	IN	CM	LBS	KG
5	3.7	22.9	58.1	22.5	57.1	103	47
7.5	5.5	24.2	61.4	23.8	60.4	110	50
10	7.5	25.4	64.6	25.0	63.6	118	54
15	11.0	28.0	71.1	27.6	70.1	131	60
20	15.0	30.6	77.6	30.2	76.6	147	67
25	18.5	33.1	84.2	32.7	83.1	158	72
30	22.0	35.7	90.7	35.3	89.6	176	80
40	30.0	40.8	103.7	40.4	102.6	206	94
50	37	55.3	140.5	54.9	139.4	300	136
60	45	61.3	155.7	60.9	152.1	330	150

Note: 60 Hz - 3,450 RPM 50 Hz - 2,875 RPM



CONSTRUCTION MATERIALS

Component	Construction Type	
	Sand Fighter	Corrosion Resistant (316 SS)
UL Insulation Class Rating	Class F	Class F
Motor Ambient Temp. Rating	86 °F/30 °C	86 °F/30 °C
Stator Resin Type	Standard	Standard
Motor Fill Solution (Water Soluble/Non-Toxic)	FES91	FES91
Top End Bell and Thrust Housing	Epoxy-coated Gray Iron	316 SS
Stator Shell	300 Series SS	316 SS
Stator Ends	Carbon Steel	316 SS
Shaft Extension	300 Series SS	17-4 SS
Bushing	316 SS	316 SS
Bushing Retainer	300 Series SS	316 SS
Shaft Mechanical Seal	Sand Fighter Seal System	Sand Fighter Seal System
Mechanical Seal/Rubber Components	Nitrile	Nitrile
Diaphragm Material		
Diaphragm Plate	300 Series SS	316 SS
Diaphragm Spring	300 Series SS	25-6 MO SS
Shaft Slinger	Nitrile	Nitrile
Lead Wire	Overmolded	Overmolded
Lead Potting	Epoxy	Epoxy
Lead Jam Nut	Brass	316 SS
Thrust Bearing Rating (86°F/30°C)	3500 lbs (7.5-30 hp) 6000 lbs (40-60 hp)	3500 lbs (7.5-30 hp) 6000 lbs (40-60 hp)
Method Of Connecting System Ground to Motor	Ground wire in power lead connector	Ground wire in power lead connector

Note: Specifications subject to change without notice. Contact Franklin Electric if current material types are required for bid specifications.

Great Lakes Water Resources Group, Inc.
1127 Plainfield Road
Joliet, IL 60435
815-726-2720
815-210-6311
www.glwrg.com



October 10, 2024

Kendall County Forest Preserve District
110 W. Madison Street
Yorkville, IL 60560

Attention: David Guritz
Antoinette White

Re: Hoover Forest Preserve Well Motor/Pump Replacement – Change Order

We are pleased to provide you with the following Change Order Proposal for your review and consideration. Also attached are the Pump Performance / Pump Curve datasheets.

#	DESCRIPTION	Unit	Qty	UNIT PRICE	TOTAL PRICE
Changes to BASIC SERVICE ITEMS					
3	5STS150-10 5" 10-Stage Franklin STS, 6" Motor, 3" Discharge	EA	1	\$ 5,400.00	\$ 5,400.00
4	30HP 200/3 6" Franklin SandFighter w/ SubTrol	EA	1	\$ 5,628.00	\$ 5,628.00
6	Provide new four hundred and sixty feet (460 feet) of #1/0 W/GD Flat Jacketed Pump Cable	FT	460	\$ 16.50	\$ 7,590.00
				TOTAL	\$18,618.00

Should you have any questions, please feel free to contact me. Thank you for your consideration.

Sincerely,

Kyle Brandenburg
President
Cell: 815-210-6311
Office: 815-726-2720
E-Mail: kbrandenburg@glwrg.com

MUNICIPAL – INDUSTRIAL – IRRIGATION – ENVIRONMENTAL

To: Kendall County Forest Preserve District Board of Commissioners

From: Stefanie Wiencke, Environmental Education and Outreach Division Manager

RE: 2025 Equestrian Center Fees and Charges

Date: October 15, 2024

Below, please find proposed CY 2025 Fees and Charges for the Ellis Equestrian Center programs. Fee increases are recommended for all individual lessons and lesson packages, birthday party programs, and scout programs.

Recommendation:

Approval of the fees and charges on October 15, 2025 as presented on the Commission meeting Consent Agenda.

<u>Description</u>	<u>Type</u>	<u>Security Deposit</u>	<u>Current Rates Schedule</u>	<u>Proposed Rate Increases</u>
Ellis Equestrian Center - Lessons				
Beginner Rider Lessons (Single Lesson)	Public Program	N/A	Resident: \$58 / Non-Resident: \$67	Resident: \$65 / Non-Resident: \$74
Beginner Rider Lessons (5-Lesson Package)	Public Program	N/A	Resident: \$230 / Non-Resident: \$265	Resident: \$265 / Non-Resident: \$305
Beginner Rider Semi-Private (Single Lesson)	Public Program	N/A	Resident: \$46 / Non-Resident: \$53	Resident: \$52 / Non-Resident: \$58
Beginner Rider Semi-Private (5-Lesson Package)	Public Program	N/A	Resident: \$180 / Non-Resident: \$215	Resident: \$200 / Non-Resident: \$235
Lead Line Lessons (Single Lesson)	Public Program	N/A	Resident: \$33 / Non-Resident: \$37	Resident: \$37 / Non-Resident: \$41
Lead Line Lessons (5-Lesson Package)	Public Program	N/A	Resident: \$140 / Non-Resident: \$160	Resident: \$155 / Non-Resident: \$175
Pony Club (Apr-June; July-Sept; Oct-Dec)	Public Program	N/A	\$150 Per Session (Non-Lesson Student) / \$125 (Concurrent Lesson Enrollment)	
Pony Club (Jan-Mar)	Public Program	N/A	\$75 Per Session (Non-Lesson Student) / \$65 (Concurrent Lesson Enrollment)	
Ellis Equestrian Center - Camps				
Parent and Tot Day Camp	Camp Program	N/A	Resident: \$66 / Non-Resident: \$72	
Pony 2-Overnight/3-Day Camp Experience	Camp Program	N/A	Resident: \$475 / Non-Resident: \$525	
3-Day Pony Camp	Camp Program	N/A	Resident: \$260 / Non-Resident: \$270	
Ellis Equestrian - Center Birthdays Parties				
Ellis Horse & Pony Birthday Parties	Public Program	\$100 at time of reservation applied to total cost	Resident: \$250 + \$25 for each child over 10 - Non-Resident \$260 + \$26 for each child over 10	Resident: \$275 + \$28 for each child over 10 - Non-Resident \$285 + \$28 for each child over 10
Ellis Equestrian Center - Other				
Group Adventure Tours (1-Hour)	Public Program	50% of total cost	Resident: \$85 max 6 pp + \$14 for each add'l pp / Non-Resident: \$85 max 6 pp + \$14 for each add'l pp	
Cub Scout and Girl Scout Badge Programs	Public Program	\$100 at time of reservation applied to total cost	Resident: \$250 for up to 10 pp - \$25 per for each add'l - Non-Resident: \$260 for up to 10 pp - \$26 per for each add'l	Resident: \$275 for up to 10 pp - \$28 per for each add'l - Non-Resident: \$285 for up to 10 pp - \$28 per for each add'l
Equestrian Center Field Trip Programs	School Program	50% of total cost	\$12 per student (Min: 10)	
Hay Wagon Ride /Horseshoe Crafty/Ellis Patch Options	Public Program	N/A	\$4 per person	
Face Paint Option	Public Program	N/A	\$3 per person	
Pony Ride Add On Option	Public Program	N/A	\$10 per person	

**INTERGOVERNMENTAL AGREEMENT FOR
ADMINISTRATIVE AND FINANCIAL SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT (*“the Agreement”*) is by and between the County of Kendall (*“Kendall County”*) and the Kendall County Forest Preserve District (*“Forest Preserve”*), both units of local government of the State of Illinois.

WITNESSETH:

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

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

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

WHEREAS, the Parties wish to enter into an intergovernmental agreement wherein Kendall County shall provide various administrative services for the Forest Preserve; and

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

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

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

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

Kendall County is reimbursed for the cost of all the Forest Preserve's toner (ink) and paper.

- e. Continue to permit the Forest Preserve employees to maintain coverage under Kendall County's health, dental, vision, life insurance plans, and other employee benefits policies that are offered to Kendall County employees, provided Kendall County is reimbursed for all the Forest Preserve's employee benefit costs.
- f. Continue to prepare and maintain records regarding the Forest Preserve and its employees' coverage under Kendall County's applicable health, dental, vision, and life insurance policies.
- g. Forward all the Forest Preserve employees' personnel files and other personnel records in the County's possession to the Forest Preserve so that said records may be maintained by the Forest Preserve.
- h. Direct all concerns or complaints received about the Forest Preserve's personnel and/or operations to the Forest Preserve for processing.
- i. Perform special facilities, technology, and/or other administrative service projects as requested by the Forest Preserve's Board of Commissioners and approved by the Kendall County Board.
- j. The Deputy County Administrator will provide the following financial services to the Forest Preserve:
 - i. Prepare monthly financial reports for all Forest Preserve funds for the District's Operations and Finance Committees.

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

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

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

- a. Be responsible for purchasing, supporting, and upgrading software applications that solely support Forest Preserve's programs and operations. The Forest Preserve is responsible for technical support for these applications. However, Kendall County's internal technical staff will provide technology assistance within their capabilities.
- b. Promptly reimburse Kendall County for all expenses that Kendall County incurs on the Forest Preserve's behalf while performing the administrative services. However, the Parties agree that labor costs incurred by Kendall County while providing the administrative services are not reimbursable expenses.
- c. Promptly reimburse Kendall County for the cost to purchase the Forest Preserve's networked printers, computers, and other electronic devices.
- d. Promptly reimburse Kendall County for the cost of all Forest Preserve subscriptions to Kendall County's Office 365 platform.
- e. Direct all concerns or complaints received about Kendall County's personnel and/or operations to Kendall County for processing.
- f. Continue to pay the Deputy County Administrator a stipend for so long as the Deputy County Administrator continues to perform the financial services set forth above in this Agreement. The Parties agree the stipend shall be in an amount of at

least Six Thousand One Hundred Twenty Dollars and Zero Cents (\$6,120.00) per fiscal year or such greater amount as approved by the Forest Preserve's Board of Commissioners. The stipend shall be paid in bi-weekly installments pursuant to Kendall County's regular payroll schedule.

- g. Process all request forms received from Kendall County for licensed and special use of Forest Preserve facilities and preserve areas for approval by the Forest Preserve Operations Committee or Committee of the Whole.

4. **PAYMENT OF EXPENSES.** The Forest Preserve agrees to reimburse Kendall County for all administrative services expenses set forth above within thirty (30) calendar days of receipt of an invoice from Kendall County. Kendall County agrees to provide advance notification to the Forest Preserve prior to incurring any billable administrative services expense, except in the event of an emergency in which case Kendall County agrees to notify the Forest Preserve about the billable administrative services expense as soon as practicable. Kendall County agrees that all administrative services expenses not submitted to the Forest Preserve for reimbursement within one calendar year from the date it was paid by Kendall County is deemed waived, and Kendall County is no longer entitled to reimbursement of that expense.

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

6. **ASSIGNMENT.** This Agreement and the rights of the Parties hereunder may not be assigned without consent (except by operation of law), and the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns

of the Parties hereto. Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the Parties and their respective successors and assignees, any rights, remedies, obligations or liabilities under or by reason of such agreements.

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

If to the County:

Kendall County Clerk
502 South Main Street
Yorkville, Illinois 60560

If to the Forest Preserve:

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

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

9. **ENTIRE AGREEMENT.** This Agreement represents the entire agreement between the Parties as it relates to administrative and financial services to be performed by Kendall County, and there are no other promises or conditions in any other agreement whether oral or written related to the administrative and financial services to be provided by Kendall County to the Forest Preserve. Except as stated herein, this agreement supersedes any other prior written or oral agreements between the Parties regarding administrative and financial services and may not be further modified except in writing and signed by all Parties. This Agreement in no way alters and/or supersedes (a) the lease agreement executed by the Parties on or about March 3, 2020, regarding the lease of office space at the Kendall County Historic Courthouse; (b) the agreement for use of the storage space at the Pickerill Estate House; (c) the intergovernmental agreement executed by the parties on or about June 27, 2023, regarding the Inspector General's services to the Forest Preserve; and/or (d) any other intergovernmental agreement executed by the parties.

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

IN WITNESS WHEREOF, the parties hereto have caused this Intergovernmental Agreement to be executed by their duly authorized officers on the 15TH day of October, 2024.

County of Kendall, Illinois

Kendall County Forest Preserve District

By: _____
Chair, Kendall County Board

By: _____
President, Kendall County Forest Preserve District

Attest:

Attest:

County Clerk

Secretary

COMMISSION APPROVAL DATE: 15-Oct-24

All meetings of the Kendall County Forest Preserve District Board of Commissioners and Committee meetings will be held in the **Kendall County Administration Building - Kendall County Board Rooms 209 and 210 located at 111 W. Fox Street Yorkville, IL 60560.**

The regular meeting dates for Kendall County Forest Preserve District Commission meetings are the first and third Tuesdays of each calendar month.

7-Jan-25	6:00 PM	11-Jul-25	6:00 PM	11/04/2025 Elections Day - meeting date change TBA
21-Jan-25	9:00 AM	15-Jul-25	9:00 AM	
4-Feb-25	6:00 PM	5-Aug-25	6:00 PM	
18-Feb-25	9:00 AM	19-Aug-25	9:00 AM	
4-Mar-25	6:00 PM	2-Sep-25	6:00 PM	
18-Mar-25	9:00 AM	16-Sep-25	9:00 AM	
1-Apr-25	6:00 PM	7-Oct-25	6:00 PM	
15-Apr-25	9:00 AM	21-Oct-25	9:00 AM	
6-May-25	6:00 PM	4-Nov-25	6:00 PM	
20-May-25	9:00 AM	18-Nov-25	9:00 AM	
3-Jun-25	6:00 PM	2-Dec-25	6:00 PM	
17-Jun-25	9:00 AM	16-Dec-25	9:00 PM	

The regular meeting date for the Kendall County Forest Preserve District Committee of the Whole meeting is the first Tuesday following the first Commission meeting of each calendar month.

14-Jan-25	4:30 PM	8-Jul-25	4:30 PM	11/11/25 Veteran's Day holiday - meeting date change TBA
11-Feb-25	4:30 PM	12-Aug-25	4:30 PM	
11-Mar-25	4:30 PM	9-Sep-25	4:30 PM	
8-Apr-25	4:30 PM	14-Oct-25	4:30 PM	
13-May-25	4:30 PM	11-Nov-25	4:30 PM	
10-Jun-25	4:30 PM	9-Dec-24	4:30 PM	

The regular meeting date for the Kendall County Forest Preserve District Finance Committee meeting is the first Thursday in the week following the second Commission meeting.

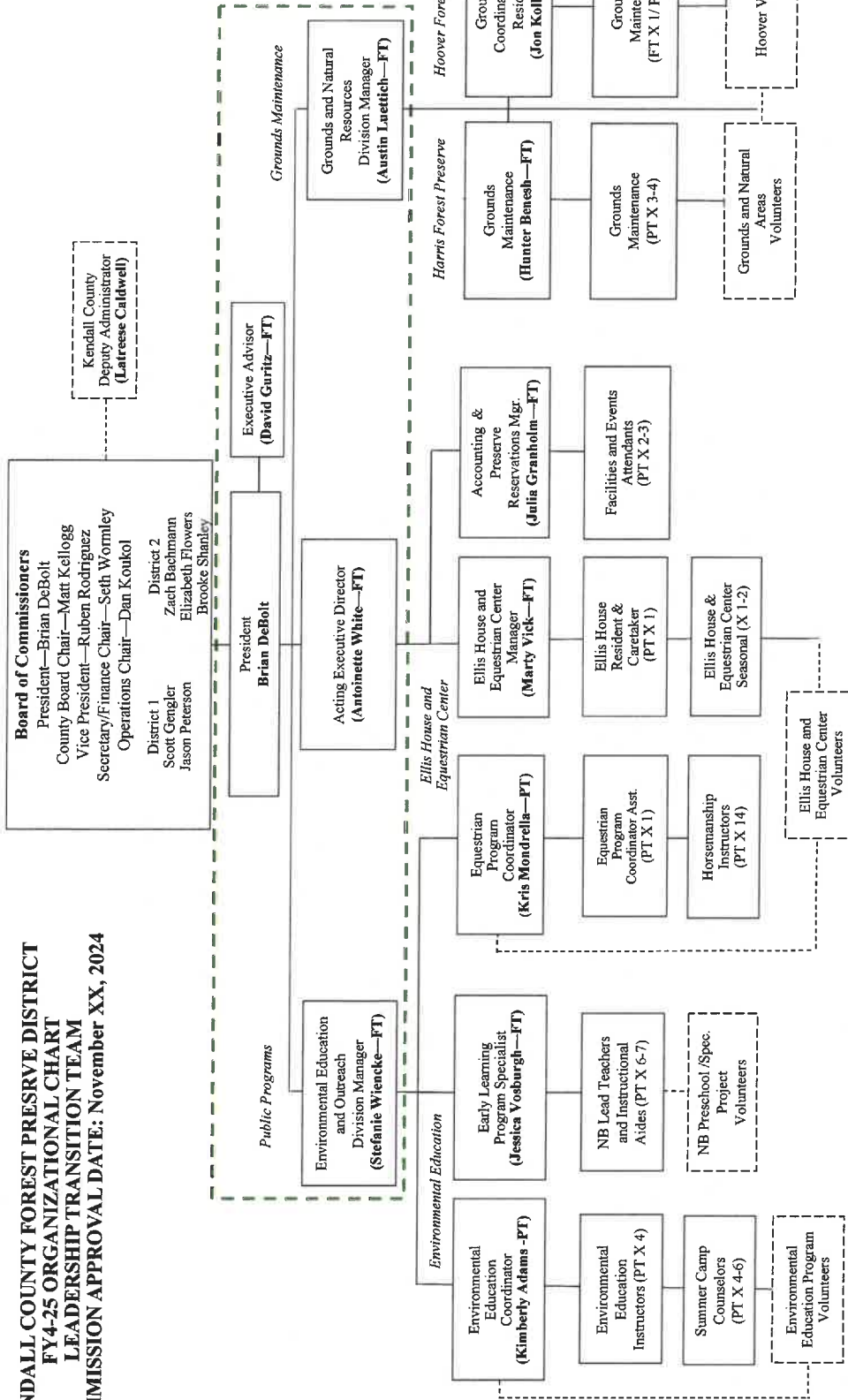
30-Jan-25	4:00 PM	24-Jul-25	4:00 PM	11/27/2025 Thanksgiving holiday
27-Feb-25	4:00 PM	28-Aug-25	4:00 PM	12/25/2025 Christmas holiday
27-Mar-25	4:00 PM	25-Sep-25	4:00 PM	
24-Apr-25	4:00 PM	30-Oct-25	4:00 PM	
29-May-25	4:00 PM	No Meeting in Nov. '25		
26-Jun-25	4:00 PM	No Meeting in Dec. '25		

The regular meeting date for the Kendall County Forest Preserve District Operations Committee meeting is the first Wednesday of each calendar month.

No Meeting in Jan '25		2-Jul-25	6:00 PM	01/01/2025 New Year's Day holiday
5-Feb-25	6:00 PM	6-Aug-25	6:00 PM	
5-Mar-25	6:00 PM	3-Sep-25	6:00 PM	
2-Apr-25	6:00 PM	1-Oct-25	6:00 PM	
7-May-25	6:00 PM	5-Nov-25	6:00 PM	
4-Jun-25	6:00 PM	3-Dec-25	6:00 PM	

Kendall County Forest Preserve District 2025 Holiday Schedule			
New Year's Day	Wednesday		1-Jan-25
Martin Luther King, Jr. Day	Monday		20-Jan-25
Lincoln's Birthday	Wednesday		12-Feb-25
Washington's Birthday	Monday		17-Feb-25
Spring Holiday	Friday		18-Apr-25
Memorial Day	Monday		26-May-25
Juneteenth Independence Day	Thursday		19-Jun-25
Independence Day	Friday		4-Jul-25
Labor Day	Monday		1-Sep-25
Columbus Day	Monday		13-Oct-25
Veteran's Day	Tuesday		11-Nov-25
Thanksgiving Day	Thursday		27-Nov-25
Day Following Thanksgiving	Friday		28-Nov-25
Christmas Day	Thursday		25-Dec-25
Day Following Christmas Day	Friday		26-Dec-25

**KENDALL COUNTY FOREST PRESERVE DISTRICT
FY4-25 ORGANIZATIONAL CHART
LEADERSHIP TRANSITION TEAM
COMMISSION APPROVAL DATE: November XX, 2024**



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

**KENDALL COUNTY FOREST PRESERVE DISTRICT
PUBLIC HEARING**

**PROPOSED PROPERTY TAX INCREASE FOR THE KENDALL COUNTY FOREST PRESERVE
DISTRICT, KENDALL COUNTY, ILLINOIS**

**TUESDAY, NOVEMBER 12, 2024
4:30 P.M.**

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

AGENDA

- I. Call to Order
- II. Roll Call
- III. Approval of Agenda
- IV. Public Comments
- V. Presentation of FY 24-25 Proposed Tax Levies
 - A. Proposed General Fund (Fund 1900) Levy for FY 24-25
 - a. Fund 1900: \$799,269.00
 - B. Debt Service Funds (Funds 1903 and 1915) Levy Amounts for FY 24-25
 - a. Fund 1903: \$5,940,513.00
 - b. Fund 1915: \$81,544.00
 - C. FY 24-25 Combined Levies Total: \$6,821,326.00
- VI. Public Comments
- VII. Adjournment

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

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

To: Kendall County Record – Public Notice

From: David Guritz, Executive Advisor

RE: Public Hearing Notice
FOR PUBLICATION IN THE KENDALL COUNTY RECORD ON OCTOBER 31, 2024

Date: October 25, 2024

Notice of Proposed Property Tax Increase for the Kendall County Forest Preserve District,
Kendall County, Illinois

- I. A public hearing to approve a proposed property tax levy increase for the Kendall County Forest Preserve District for 2025 will be held on November 12, 2024 at 4:30 PM at the Kendall County Office Building - Rooms 209 and 210 - 111 W. Fox Street Yorkville, Illinois 60560.

Any person desiring to appear at the public hearing and present testimony to the taxing district may contact:

David Guritz, Executive Advisor
110 W. Madison Street Yorkville, IL 60560
Phone: 630-553-4025
Email: kcforest@kendallcountyil.gov

- II. The Kendall County Forest Preserve District's proposed corporate General Fund levy for FY 24-25, tentatively scheduled for approval by the District's Board of Commissioners on November 19, 2024 is \$799,269.00, and was \$755,244.08 for FY 23-24. This represents an overall 5.8% increase over the prior year's levy.
- III. The property taxes extended for debt service for FY 24-25 is \$6,022,057.00 and was \$5,792,965.99 for FY 23-24.
- IV. The total property taxes extended for FY 23-24 was \$6,548,210.07. The estimated total property taxes to be levied for FY 24-25 are \$6,821,326.00. This represents an overall 4.2% increase over the previous year.