

KENDALL COUNTY TREASURER  
 FUND BALANCES  
 Balances as of: 07/31/18

11:27:20 AM  
 08/01/18  
 Page 001

	Budget	MTD	YTD	%Budget
***** FOREST PRESERVE *****				
Beginning Balance 12/01/17			309,837.54	
ADMINISTRATION				
Receipts:				
27010001100 CURRENT TAX	576,247.00	10,281.34	309,702.37	53.74
27010001135 INTEREST INCOME	170.00	51.09	331.31	194.89
27010001305 BOND INTEREST	.00	.00	.00	.00
27010001325 OTHER	8,000.00	.00	204.95	2.56
27010001330 TRFR - COUNTY GENERAL FUND	.00	.00	.00	.00
27010001335 DONATIONS	500.00	.00	.00	.00
27010001500 PICNIC FEES & SHELTER RENTAL	.00	.00	.00	.00
27010001502 LAND CASH	.00	.00	.00	.00
27010001503 PRESERVE IMPROVEMENTS-GRANTS	.00	.00	.00	.00
27010001505 GRANTS - LAND ACQUISITION	.00	.00	.00	.00
27010001514 FARM LICENSE REVENUE	151,030.00	13,083.00	160,723.39	106.42
27010001518 SECURITY DEPOSITS	.00	.00	.00	.00
27010001519 CREDIT CARD FEE	3,300.00	402.35	2,030.26	61.52
	739,247.00*	23,817.78*	472,992.28*	63.98*
Expenditures:				
27020003913 CONTINGENCY	10,000.00	.00	.00	.00
27020006101 SALARY - FULL TIME	140,228.00	10,521.30	89,360.18	63.72
27020006102 SALARY - PART-TIME	.00	.00	.00	.00
27020006115 BOARD PER DIEM	3,200.00	394.00	1,936.00	60.50
27020006128 SALRIES - PART-TIME - ENVIRONMENTAL	.00	.00	.00	.00
27020006151 CONTRACTUAL RECORDER	.00	.00	.00	.00
27020006200 OFFICE SUPPLIES & POSTAGE	10,500.00	419.13	4,308.05	41.03
27020006203 DUES/MEMBERSHIPS	1,000.00	100.00	934.00	93.40
27020006204 CONFERENCES	2,000.00	180.00	617.00	30.85
27020006207 TELEPHONE	.00	.00	.00	.00
27020006209 LEGAL PUBLICATIONS	400.00	.00	189.16	47.29
27020006215 CONTRACTUAL SERVICE	1,500.00	75.00	1,725.00	115.00
27020006216 EQUIPMENT	.00	.00	.00	.00
27020006300 TRANSFER TO IMRF/SS FUND	24,806.00	1,967.48	17,717.50	71.42
27020006351 ELECTRIC	4,000.00	232.55	2,093.89	52.35
27020006549 AUDIT FUND	7,500.00	.00	7,500.00	100.00
27020006831 SOFTWARE LICENSE FEE (RECPRO)	.00	.00	.00	.00
27020006834 FARM LEASE CONTRACT EXPENSES	500.00	.00	.00	.00
27020006836 HISTORIC COURTHOUSE EXPENSES	.00	.00	.00	.00
27020006838 INSURANCE REIMB	48,324.00	.00	.00	.00
27020006839 MEDICAL INSURANCE REIMB	33,887.00	1,670.80	13,279.38	39.19
27020006841 JIM PHILLIPS MEMORIAL EXPENSES	.00	.00	.00	.00
27020006843 PROMOTION/PUBLICITY	6,000.00	412.99	6,424.15	107.07
27020006844 NEWSLETTER	400.00	.00	.00	.00
27020006846 LAND ACQUISITION-LAND CASH	.00	.00	.00	.00
27020006853 PRESERVE IMPROVEMENTS	1,200.00	.00	.00	.00
27020006854 CONTRIBUTIONS	.00	.00	881.94	.00
27020006855 LAND ACQUISITION - GRANTS	.00	.00	.00	.00
27020006859 INSURANCE DEDUCTABLE	10,000.00	.00	.00	.00
27020007079 ENVIRONMENTAL EDUC PRESENTERS	1,600.00	.00	.00	.00
27020007088 SECURITY DEPOSIT REFUNDS	.00	.00	.00	.00
27020007090 CREDIT CARD FEE	3,300.00	425.50	3,367.26	102.04
27020009999 CAPITAL EXPENDITURES	.00	.00	.00	.00
	310,345.00*	16,398.75*	150,333.51*	48.44*

KENDALL COUNTY TREASURER  
 FUND BALANCES  
 Balances as of: 07/31/18

11:27:20 AM  
 08/01/18  
 Page 002

	Budget	MTD	YTD	%Budget
*****				
ELLIS HOUSE				
ELLIS HOUSE				
Receipts:				
27011001335 DONATIONS - ELLIS HOUSE	.00	.00	.00	.00
27011001517 SECURITY DEPOSIT REVENUE - ELLIS	.00	.00	.00	.00
27011001519 ELLIS CREDIT CARD REVENUE	.00	.00	.00	.00
27011001570 ELLIS CENTER HOUSE	.00	.00	.00	.00
	.00*	.00*	.00*	.00*
Expenditures:				
27021006122 SALARY PT - ELLIS HOUSE	8,033.00	757.35	5,184.55	64.54
27021006301 IMRF & SS EXPENSE - ELLIS HOUSE	1,308.00	104.83	893.58	68.32
27021007075 MEDICAL INS - ELLIS HOUSE	.00	.00	.00	.00
27021007076 UTILITIES - ELLIS HOUSE	6,000.00	694.39	4,155.91	69.27
27021007077 OFFICE SUPPLIES & POSTAGE - ELLIS HO	1,000.00	.00	868.82	86.88
27021007079 VOLUNTEER EXP - ELLIS	.00	.00	.00	.00
27021007080 GROUNDS & MAINT - ELLIS HOUSE	5,500.00	261.58	2,863.75	52.07
27021007085 MEMBERSHIPS - ELLIS HOUSE	.00	.00	.00	.00
27021007090 CREDIT CAR FEE EXPENSE - ELLIS	.00	.00	.00	.00
	21,841.00*	1,818.15*	13,966.61*	63.95*
*****				
ELLIS BARN				
Receipts:				
27011011570 ELLIS CENTER BARN	.00	.00	.00	.00
	.00*	.00*	.00*	.00*
Expenditures:				
27021016122 SALARY PT - ELLIS BARN	8,033.00	421.73	4,841.72	60.27
27021016301 IMRF & SS EXP - ELLIS BARN	1,308.00	71.93	906.68	69.32
27021017075 MEDICAL INS - ELLIS BARN	.00	.00	.00	.00
27021017076 UTILITIES - ELLIS BARN	6,000.00	165.00	216.84	3.61
27021017080 GROUNDS & MAINT - ELLIS BARN	2,000.00	184.80	1,789.39	89.47
27021017085 MEMBERSHIPS - ELLIS BARN	.00	.00	.00	.00
	17,341.00*	843.46*	7,754.63*	44.72*
*****				
ELLIS GROUNDS				
Receipts:				
27011021570 ELLIS CENTER GROUNDS	.00	.00	.00	.00
	.00*	.00*	.00*	.00*
Expenditures:				
27021026122 SALARY PT - ELLIS GROUNDS	16,066.00	2,160.78	10,917.35	67.95
27021026301 IMRF & SS EXP - ELLIS GROUNDS	2,616.00	281.51	1,842.64	70.44
27021027075 MEDICAL INS - ELLIS GROUNDS	.00	.00	.00	.00
27021027076 UTILITIES - ELLIS GROUNDS	.00	.00	.00	.00
27021027080 GROUNDS & MAINT - ELLIS GROUNDS	5,500.00	1,089.85	2,145.97	39.02
27021027085 MEMBERSHIPS - ELLIS GROUNDS	.00	.00	.00	.00
	24,182.00*	3,532.14*	14,905.96*	61.64*
*****				
ELLIS CAMPS				
Receipts:				
27011101135 DONATIONS - ELLIS CENTER CAMPS	.00	.00	.00	.00
27011101570 ELLIS CENTER CAMPS	9,897.00	2,475.00	9,260.00	93.56
	9,897.00*	2,475.00*	9,260.00*	93.56*
Expenditures:				
27021106122 SALARY PT - ELLIS CENTER CAMPS	5,628.00	1,632.03	2,890.03	51.35
27021106301 IMRF & SS EXP - ELLIS CENTER CAMPS	597.00	192.17	308.94	51.75
27021107075 MEDICAL INS - ELLIS CENTER CAMPS EX	.00	.00	.00	.00
27021107081 PROMO/PUBLICITY - ELLIS CAMPS	250.00	.00	.00	.00
27021107082 ANIMAL CARE & SUPPLIES - ELLIS CAMP	350.00	82.36	515.11	147.17

KENDALL COUNTY TREASURER  
 FUND BALANCES  
 Balances as of: 07/31/18

11:27:20 AM  
 08/01/18  
 Page 003

	Budget	MTD	YTD	%Budget
27021107083 HORSES ACQUISITION & TACK - ELLIS C	40.00	.00	187.50	468.75
27021107084 VET & FARRIER - ELLIS CAMPS	1,000.00	131.50	446.50	44.65
27021107086 UNIFORMS - ELLIS CAMPS	50.00	.00	35.86	71.72
27021107087 PROG SUPPLIES - ELLIS CAMPS	600.00	390.55	390.55	65.09
27021107090 CREDIT CARD FEE EXP - ELLIS CAMPS	.00	.00	50.00	.00
	8,515.00*	2,428.61*	4,824.49*	56.66*
*****				
ELLIS RIDING LESSONS				
Receipts:				
27011111335 DONATIONS - ELLIS EQUESTRIAN CENTER	500.00	.00	.00	.00
27011111570 ELLIS CENTER RIDING LESSONS	25,130.00	2,437.00	24,432.97	97.23
	25,630.00*	2,437.00*	24,432.97*	95.33*
Expenditures:				
27021116122 SALARY PT - ELLIS CENTER RIDING LES	18,580.00	1,860.98	11,895.68	64.02
27021116301 IMRF & SS EXP - ELLIS RIDING LESSON	1,982.00	177.84	1,265.47	63.85
27021117075 MEDICAL INS - ELLIS CENTER RIDING L	.00	.00	.00	.00
27021117081 PROMO/PUBLICITY - ELLIS RIDING LESS	500.00	.00	435.00	87.00
27021117082 ANIMAL CARE & SUPPLIES - ELLIS RIDI	600.00	617.51	2,384.15	397.36
27021117083 HORSES ACQ & TACK - ELLIS RIDING LE	40.00	.00	750.00	1875.00
27021117084 VET & FARRIER - ELLIS RIDING LESSON	2,400.00	263.00	1,223.00	50.96
27021117086 UNIFORMS - ELLIS RIDING LESSONS	50.00	.00	189.00	378.00
27021117090 CREDIT CARD FEE EXP - ELLIS RIDING	.00	.00	.00	.00
	24,152.00*	2,919.33*	18,142.30*	75.12*
*****				
ELLIS BIRTHDAY PARTIES				
Receipts:				
27011121570 ELLIS CENTER BIRTHDAY PARTIES	9,500.00	304.00	5,595.00	58.89
	9,500.00*	304.00*	5,595.00*	58.89*
Expenditures:				
27021126122 SALARY PT - ELLIS CENTER BIRTHDAY P	3,816.00	582.01	3,774.94	98.92
27021126301 IMRF & SS EXP - ELLIS B-DAY PARTIES	407.00	62.34	419.15	102.99
27021127075 MEDICAL INS - ELLIS CENTER B-DAY PA	.00	.00	.00	.00
27021127081 PROMO/PUBLICITY - ELLIS B-DAY PARTI	500.00	.00	.00	.00
27021127082 ANIMAL CARE & SUPPLIES - ELLIS B-DA	650.00	149.54	663.53	102.08
27021127083 HORSES ACQ & TACK - ELLIS B-DAY PAR	80.00	.00	375.00	468.75
27021127084 VET & FARRIER - ELLIS B-DAY PARTIES	1,000.00	131.50	699.25	69.93
27021127086 UNIFORMS - ELLIS B-DAY PARTIES	50.00	54.82	54.82	109.64
27021127087 PROG SUPPLIES - ELLIS B-DAY PARTIES	700.00	142.50	362.05	51.72
27021127090 CREDIT CARD FEE EXP - ELLIS B-DAY P	.00	.00	.00	.00
	7,203.00*	1,122.71*	6,348.74*	88.14*
*****				
ELLIS PUBLIC PROGRAMS				
Receipts:				
27011131570 ELLIS CENTER PUBLIC PROGRAMS	2,520.00	60.00	3,548.00	140.79
	2,520.00*	60.00*	3,548.00*	140.79*
Expenditures:				
27021136122 SALARY PT - ELLIS CENTER PUBLIC PRO	1,190.00	188.88	1,913.28	160.78
27021136301 IMRF & SS EXP - ELLIS PUBLIC PROG E	127.00	17.42	152.89	120.39
27021137075 MEDICAL INS - ELLIS CENTER PUBLIC P	.00	.00	.00	.00
27021137079 VOLUNTEER EXP - ELLIS PUBLIC PROG	300.00	40.69	272.00	90.67
27021137081 PROMO/PUBLICITY - ELLIS PUBLIC PROG	.00	.00	.00	.00
27021137082 ANIMAL CARE & SUPPLIES - ELLIS PUBL	.00	.00	.00	.00
27021137083 HORSES ACQ & TACK - ELLIS PUBLIC PR	.00	.00	187.50	.00
27021137084 VET & FARRIER - ELLIS PUBLIC PROGRA	.00	.00	.00	.00
27021137086 UNIFORMS - ELLIS PUBLIC PROG	.00	.00	.00	.00
27021137087 PROG SUPPLIES - ELLIS PUBLIC PROG	.00	.00	.00	.00
27021137090 CREDIT CARD FEE EXP - ELLIS PUBLIC	.00	.00	.00	.00
	1,617.00*	246.99*	2,525.67*	156.19*

KENDALL COUNTY TREASURER  
 FUND BALANCES  
 Balances as of: 07/31/18

11:27:20 AM  
 08/01/18  
 Page 004

	Budget	MTD	YTD	%Budget
*****				
SUNRISE CENTER				
Receipts:				
27011141570 SUNRISE CENTER NORTH LICENSE AGREEM	24,600.00	1,946.67	13,973.36	56.80
	24,600.00*	1,946.67*	13,973.36*	56.80*
Expenditures:				
27021146122 SALARY PT - SUNRISE CENTER NORTH	14,456.00	1,121.85	10,391.84	71.89
27021146301 IMRF/SS EXPENSE - SUNRISE CENTER N	1,541.00	115.87	1,119.89	72.67
27021147082 ANIMAL CARE/SUPPLIES - SUNRISE CENT	3,400.00	.00	1,756.18	51.65
27021147087 PROGRAM SUPPLIES - SUNRISE CENTER N	.00	.00	.00	.00
	19,397.00*	1,237.72*	13,267.91*	68.40*
*****				
ELLIS WEDDINGS				
Receipts:				
27011201517 SECURITY DEPOSIT REV - ELLIS WEDDIN	15,000.00	1,000.00	7,410.00	49.40
27011201570 ELLIS CENTER WEDDINGS	22,000.00	6,330.25	27,460.25	124.82
	37,000.00*	7,330.25*	34,870.25*	94.24*
Expenditures:				
27021206122 SALARY PT - ELLIS CENTER WEDDINGS	8,228.00	1,607.10	8,427.79	102.43
27021206301 IMRF & SS EXP - ELLIS WEDDINGS EXP	566.00	255.09	1,550.34	273.91
27021207075 MEDICAL INS - ELLIS CENTER WEDDINGS	.00	.00	.00	.00
27021207078 REFUSE PICKUP - ELLIS	1,300.00	115.93	1,126.34	86.64
27021207081 PROMO/PUBLICITY - ELLIS WEDDINGS	2,000.00	.00	2,756.02	137.80
27021207086 UNIFORMS - ELLIS WEDDINGS	50.00	.00	.00	.00
27021207088 ELLIS SECURITY DEPOSIT REFUNDS	4,000.00	1,000.00	1,500.00	37.50
27021207089 EVENT TENT LEASE - ELLIS WEDDINGS	15,255.00	.00	15,255.00	100.00
27021207090 CREDIT CARD FEE EXP - ELLIS WEDDING	.00	.00	.00	.00
	31,399.00*	2,978.12*	30,615.49*	97.50*
*****				
ELLIS OTHER RENTALS				
Receipts:				
27011211517 SECURITY DEPOSIT REV - ELLIS OTHER	600.00	.00	200.00	33.33
27011211570 ELLIS CENTER OTHER RENTALS	4,500.00	.00	1,430.00	31.78
	5,100.00*	.00*	1,630.00*	31.96*
Expenditures:				
27021216122 SALARY PT - ELLIS CENTER OTHER RENT	.00	.00	.00	.00
27021216301 IMRF & SS EXP - ELLIS OTHER RENTALS	.00	.00	.00	.00
27021217075 MEDICAL INS - ELLIS CENTER OTHER RE	.00	.00	.00	.00
27021217081 PROMO/PUBLICITY - ELLIS OTHER RENTA	.00	.00	.00	.00
27021217088 SECURITY DEPOSIT REFUND	600.00	.00	.00	.00
27021217090 CREDIT CARD FEE EXP - ELLIS OTHER R	.00	.00	.00	.00
	600.00*	.00*	.00*	.00*
*****				
ELLIS 5K				
Receipts:				
27011301570 ELLIS CENTER 5K EVENT	4,000.00	.00	755.00	18.88
	4,000.00*	.00*	755.00*	18.88*
Expenditures:				
27021306122 SALARY PT - ELLIS CENTER 5K EVENT	.00	.00	.00	.00
27021306301 IMRF & SS EXP - ELLIS 5K EVENT EXP	63.00	.00	.00	.00
27021307075 MEDICAL INS - ELLIS CENTER 5K EVENT	.00	.00	.00	.00
27021307081 PROMO/PUBLICITY - ELLIS 5K	500.00	.00	295.00	59.00
27021307087 PROG SUPPLIES - ELLIS 5K	500.00	.00	.00	.00
27021307090 CREDIT CARD FEE EXP - ELLIS 5K	.00	.00	.00	.00
	1,063.00*	.00*	295.00*	27.75*

KENDALL COUNTY TREASURER  
 FUND BALANCES  
 Balances as of: 07/31/18

11:27:20 AM  
 08/01/18  
 Page 005

	Budget	MTD	YTD	%Budget
*****				
HOOVER FOREST PRESERVE				
HOOVER				
Receipts:				
27012001335 DONATIONS - HOOVER	.00	.00	.00	.00
27012001513 HOOVER REVENUE	5,250.00	250.00	4,000.00	76.19
27012001518 SECURITY DEPOSIT REV - HOOVER	.00	.00	.00	.00
27012001519 HOOVER CREDIT CARD REVENUE	.00	.00	.00	.00
	5,250.00*	250.00*	4,000.00*	76.19*
Expenditures:				
27022006126 SALARY FT - HOOVER GROUNDS	25,222.00	1,868.30	15,880.55	62.96
27022006127 SALARY PT - HOOVER GROUNDS	18,978.00	1,897.06	12,725.00	67.05
27022006300 IMRF/SS EXP - HOOVER GROUNDS	7,611.00	611.12	5,166.05	67.88
27022006839 MEDICAL INS - HOOVER GROUNDS	5,805.00	416.91	3,327.18	57.32
27022006860 HOOVER - GAS	5,000.00	273.75	4,004.26	80.09
27022006861 HOOVER - ELECTRIC	18,000.00	1,012.27	10,861.38	60.34
27022006862 HOOVER - OTHER UTILITIES	6,500.00	500.00	1,595.84	24.55
27022006863 HOOVER - SHOP SUPPLIES	1,100.00	103.87	1,342.07	122.01
27022006864 HOOVER - BUILDING MAINTENANCE	9,800.00	769.62	7,734.61	78.92
27022006865 HOOVER - GROUNDS MAINTENANCE	4,500.00	118.37	1,731.12	38.47
27022006866 HOOVER - OTHER EXPENSES	4,000.00	.00	55.92	1.40
27022007088 HOOVER SECURITY DEPOSIT REFUND	6,500.00	1,500.00	10,157.50	156.27
27022007090 HOOVER CREDIT CARD FEE EXPENSE	.00	.00	.00	.00
	113,016.00*	9,071.27*	74,581.48*	65.99*
*****				
HOOVER BUNKHOUSE				
Receipts:				
27012011513 HOOVER BUNKHOUSE RENTAL REVENUE	33,525.00	1,960.00	26,665.00	79.54
27012011518 SECURITY DEPOSIT REV - HOOVER BUNKH	4,000.00	300.00	4,400.00	110.00
	37,525.00*	2,260.00*	31,065.00*	82.78*
Expenditures:				
27022016126 SALARY FT - HOOVER BUNKHOUSE	12,611.00	934.16	7,940.36	62.96
27022016127 SALARY PT - HOOVER BUNKHOUSE	9,489.00	819.85	6,244.43	65.81
27022016300 IMRF/SS EXP - HOOVER BUNKHOUSE	3,805.00	281.50	2,559.83	67.28
27022016839 MEDICAL INS - HOOVER BUNKHOUSE	2,902.00	208.46	1,663.62	57.33
	28,807.00*	2,243.97*	18,408.24*	63.90*
*****				
HOOVER CAMPSITE				
Receipts:				
27012021513 HOOVER CAMPSITE RENTAL REVENUE	4,500.00	900.00	3,314.75	73.66
27012021518 SECURITY DEPOSIT REV - HOOVER CAMPS	.00	.00	.00	.00
	4,500.00*	900.00*	3,314.75*	73.66*
Expenditures:				
27022026126 SALARY FT - HOOVER CAMPSITE	6,306.00	467.08	3,970.18	62.96
27022026127 SALARY PT - HOOVER CAMPSITE	4,744.00	603.11	3,368.45	71.00
27022026300 IMRF/SS EXP - HOOVER CAMPSITE	1,902.00	176.83	1,320.09	69.41
27022026839 MEDICAL INSURANCE - HOOVER CAMPSITE	1,451.00	104.23	831.81	57.33
	14,403.00*	1,351.25*	9,490.53*	65.89*
*****				
HOOVER MEADOWHAWK LODGE				
Receipts:				
27012031513 HOOVER MEADOWHAWK RENTAL REVENUE	10,500.00	1,675.00	13,058.75	124.37
27012031518 SECURITY DEPOSIT REV. - HOOVER MEAD	6,500.00	.00	7,176.25	110.40
	17,000.00*	1,675.00*	20,235.00*	119.03*
Expenditures:				
27022036126 SALARY FT - HOOVER MEADOWHAWK	6,306.00	467.08	3,970.18	62.96
27022036127 SALARY TP - HOOVER MEADOWHAWK	4,744.00	493.98	3,516.62	74.13
27022036300 IMRF/SS EXP - HOOVER MEADOWHAWK	1,902.00	155.11	1,322.16	69.51

KENDALL COUNTY TREASURER  
 FUND BALANCES  
 Balances as of: 07/31/18

11:27:20 AM  
 08/01/18  
 Page 006

	Budget	MTD	YTD	%Budget
27022036839 MEDICAL INSURANCE - HOOVER MEADOWHA	1,451.00	104.23	831.81	57.33
	14,403.00*	1,220.40*	9,640.77*	66.94*
*****				
ENVIRONMENTAL EDUCATION				
ENV ED				
Receipts:				
27013001335 DONATIONS - ENVIRONMENTAL EDUCATION	500.00	.00	5.00	1.00
27013001507 ENVIRONMENTAL EDUCATION REVENUE	.00	.00	.00	.00
	500.00*	.00*	5.00*	1.00*
Expenditures:				
27023006300 IMRF/SS FUND EXP - ENV EDUCATION	.00	.00	.00	.00
27023006839 MEDICAL INSURANCE - ENV EDUCATION	.00	.00	.00	.00
27023006849 ENVIRONMENTAL EDUCATION	400.00	.00	.00	.00
	400.00*	.00*	.00*	.00*
*****				
ENV ED SCHOOL				
Receipts:				
27013011507 ENV. EDUC. - SCHOOL PROGRAMS	33,000.00	1,122.00	19,444.00	58.92
	33,000.00*	1,122.00*	19,444.00*	58.92*
Expenditures:				
27023016103 ENV. EDUC. FT SALARY - SCHOOL PROGR	12,871.00	993.18	7,945.44	61.73
27023016128 ENV. EDUC. PT SALARY - SCHOOLS PROG	16,140.00	942.06	14,118.15	87.47
27023016300 IMRF/SS FUND EXP - ENV EDUC SCHOOL	4,146.00	257.80	2,618.72	63.16
27023016839 MEDICAL INS - ENV EDUCATION SCHOOL	.00	.00	.00	.00
27023016849 ENV EDUC - SCHOOL PROG EXPENSE	.00	95.54	934.14	.00
	33,157.00*	2,288.58*	25,616.45*	77.26*
*****				
ENV ED CAMPS				
Receipts:				
27013021507 ENV. EDUC. - CAMPS	33,000.00	1,130.00	19,295.00	58.47
	33,000.00*	1,130.00*	19,295.00*	58.47*
Expenditures:				
27023026103 ENV. EDUC. FT SALARY - CAMPS EXP.	8,105.00	617.98	4,943.84	61.00
27023026128 ENV. EDUC. PT SALARY - CAMPS EXP.	18,495.00	6,089.92	13,732.84	74.25
27023026300 IMRF/SS FUND EXP - ENV EDUC CAMPS	3,500.00	626.41	2,047.77	58.51
27023026839 MEDICAL INSURANCE - ENV EDUCATION C	.00	.00	.00	.00
27023026849 ENV EDUC - CAMPS EXPENSE	2,000.00	823.81	1,237.55	61.88
	32,100.00*	8,158.12*	21,962.00*	68.42*
*****				
ENV ED NATURAL BEGINNINGS				
Receipts:				
27013031335 DONATIONS - ENV. EDUC. NATURAL BEGI	2,000.00	.00	.00	.00
27013031507 ENV. EDUC. - NATURAL BEGINNINGS	79,646.00	32,915.00	70,895.00	89.01
	81,646.00*	32,915.00*	70,895.00*	86.83*
Expenditures:				
27023036103 ENV. EDUC. FT SALARY - NATURAL BEGI	.00	.00	.00	.00
27023036128 ENV. EDUC. PT SALARY - NATURAL BEGI	54,927.00	592.32	34,578.40	62.95
27023036300 IMRF/SS FUND EXP - ENV EDUC NATURAL	8,490.00	103.16	5,715.88	67.32
27023036839 MEDICAL INS. - ENV EDUC. NATURAL BE	.00	.00	.00	.00
27023036849 ENV EDUC - NATURAL BEGINNINGS EXP	4,000.00	431.44	1,978.44	49.46
	67,417.00*	1,126.92*	42,272.72*	62.70*

KENDALL COUNTY TREASURER  
 FUND BALANCES  
 Balances as of: 07/31/18

11:27:20 AM  
 08/01/18  
 Page 007

	Budget	MTD	YTD	%Budget
*****				
ENV ED OTHER PUBLIC PROGRAMS				
Receipts:				
27013041335 ENV ED OTHER DONATIONS	.00	.00	.00	.00
27013041507 ENV. EDUC. - OTHER PUBLIC PROGRAMS	6,000.00	1,190.00	3,939.00	65.65
	6,000.00*	1,190.00*	3,939.00*	65.65*
Expenditures:				
27023046103 ENV. EDUC. FT SALARY - OTHER PUBLIC	1,103.00	88.28	706.24	64.03
27023046128 ENV. EDUC. PT SALARY - OTHER PUBLIC	4,397.00	225.55	3,898.34	88.66
27023046300 IMRF/SS FUND EXP - ENV EDUC OTHER P	722.00	33.76	466.71	64.64
27023046839 MEDICAL INS - ENV EDUC OTHER PUBLIC	.00	.00	.00	.00
27023046849 ENV EDUC - OTHER PUBLIC PROG EXPENS	500.00	142.50	717.26	143.45
	6,722.00*	490.09*	5,788.55*	86.11*
*****				
ENV ED LAWS OF NATURE				
Receipts:				
27013051507 ENV. EDUC. - LAWS OF NATURE	.00	.00	.00	.00
	.00*	.00*	.00*	.00*
Expenditures:				
27023056103 ENV. EDUC. FT SALARY - LAWS OF NATU	412.00	22.08	176.64	42.87
27023056128 ENV. EDUC. PT SALARY - LAWS OF NATU	1,338.00	61.40	762.74	57.01
27023056300 IMRF/SS FUND EXP - ENV EDUC LAWS OF	222.00	8.83	103.87	46.79
27023056839 MEDICAL INS - ENV EDUC LAWS OF NATU	.00	.00	.00	.00
27023056849 ENV EDUC - LAWS OF NATURE EXPENSE	700.00	49.96	310.98	44.43
	2,672.00*	142.27*	1,354.23*	50.68*
*****				
ENV ED OTHER				
Receipts:				
27013061507 ENV. EDUC. - OTHER REVENUE	.00	.00	1,454.32	.00
	.00*	.00*	1,454.32*	.00*
Expenditures:				
27023066103 ENV. EDUC. FT SALARY - OTHER EXP.	.00	.00	66.15	.00
27023066128 ENV. EDUC. PT SALARY - OTHER EXP.	.00	314.15	2,320.72	.00
27023066300 IMRF/SS FUND EXP - ENV EDUC OTHER E	10.00	24.03	304.98	3049.80
27023066839 MEDICAL INS - ENV EDUC OTHER EXPENS	.00	.00	.00	.00
27023066849 ENV EDUC - OTHER EXP (CONTRACTUAL I	.00	.00	.00	.00
	10.00*	338.18*	2,691.85*	26918.50*
*****				
NAV				
NATURAL AREA VOLUNTEER				
Receipts:				
27014001335 DONATIONS NATURAL AREA VOLUNTEERS	2,000.00	.00	.00	.00
	2,000.00*	.00*	.00*	.00*
Expenditures:				
27024006101 SALARY - FULL TIME NATURAL AREAS VO	.00	.00	.00	.00
27024006300 IMRF/SS EXP -NATURAL AREA VOLUNTEER	.00	.00	.00	.00
27024006835 NATURAL AREA VOLUNTEER SUPPLIES	500.00	207.40	562.49	112.50
27024006839 MEDICAL INS - NATURAL AREA VOLUNTEE	.00	.00	.00	.00
27024006856 NATURAL AREA MGT SUPPLIES	.00	81.38	947.33	.00
	500.00*	288.78*	1,509.82*	301.96*
*****				
GROUNDS				
GROUNDS & NATURAL RESOURCES				
Receipts:				
27015001325 OTHER INCOME - GROUNDS & NATURAL RE	6,000.00	.00	800.00	13.33
27015001335 DONATIONS - GROUNDS & NATURAL RESOU	4,500.00	.00	359.99	8.00
27015001500 PICNIC & SHELTER RENTAL	6,200.00	150.00	3,725.00	60.08

KENDALL COUNTY TREASURER  
 FUND BALANCES  
 Balances as of: 07/31/18

11:27:20 AM  
 08/01/18  
 Page 008

	Budget	MTD	YTD	%Budget
27015001503 PRESERVE IMPROVEMENTS - GRANTS	3,500.00	.00	.00	.00
	20,200.00*	150.00*	4,884.99*	24.18*
<b>Expenditures:</b>				
27025006101 SALARY - FULL TIME GROUNDS & NATURA	147,277.00	10,932.46	92,925.91	63.10
27025006102 SALARY - PART TIME GROUNDS & NATURA	34,290.00	3,814.13	21,063.67	61.43
27025006207 TELEPHONE - GROUNDS & NATURAL RESOU	10,890.00	801.36	6,794.47	62.39
27025006216 EQUIP - GROUNDS & NATURAL RESOURCES	12,000.00	1,455.39	13,511.83	112.60
27025006217 FUEL - GAS & OIL	13,500.00	1,032.47	8,734.29	64.70
27025006240 UNIFORMS	1,500.00	.00	1,282.12	85.47
27025006300 IMRF/SS EXP - GROUNDS & NAT RESOURC	30,430.00	1,128.11	17,677.64	58.09
27025006837 PRESERVE IMPROV - GR & NATURAL RESO	7,500.00	733.80	2,319.13	30.92
27025006839 MEDICAL INS - GROUNDS & NAT RESOURC	35,216.00	3,370.22	26,895.03	76.37
27025006847 REFUSE PICKUP - GROUNDS & NATURAL R	6,750.00	534.11	4,354.86	64.52
27025006848 GAS - GROUNDS & NATURAL RESOURCES	2,000.00	143.18	2,441.06	122.05
27025006853 PRESERVE IMPROVEMENTS	.00	.00	.00	.00
27025006856 NATURAL AREAS MGNT SUPPLIES	.00	.00	.00	.00
27025007089 SUPPLIES - SHOP	5,000.00	336.77	4,563.68	91.27
	306,353.00*	24,282.00*	202,563.69*	66.12*
*****				
NO TITLE				
<b>Receipts:</b>				
27016001335 DONATIONS - PICKERILL PIGOTT	.00	.00	.00	.00
27016001507 OTHER REVENUE - PICKERILL PIGOTT	.00	.00	.00	.00
27016001513 RENTAL REVENUE - PICKERILL PIGOTT	.00	700.00	700.00	.00
27016001518 SECURITY DEPOSIT - PICKERILL PIGOTT	.00	1,000.00	1,000.00	.00
	.00*	1,700.00*	1,700.00*	.00*
<b>Expenditures:</b>				
27026006102 SALARY PT - PICKERILL PIGOTT	.00	.00	.00	.00
27026006216 EQUIPMENT - PICKERILL PIGOTT	.00	.00	.00	.00
27026006217 FUEL - GAS & OIL - PICKERILL PIGOTT	.00	.00	.00	.00
27026006300 IMRF/SS EXPENDITURE - PICKERILL PIG	.00	.00	.00	.00
27026006351 ELECTRIC - PICKERILL PIGOTT	.00	.00	4,380.82	.00
27026006853 PRESERVE IMPROVEMENTS - PICKERILL P	.00	.00	.00	.00
27026007089 SUPPLIES - PICKERILL PIGOTT	.00	.00	.00	.00
	.00*	.00*	4,380.82*	.00*
Ending Balance 07/31/18			373,885.00	



Kendall County Forest Preserve  
Income Statement  
For Period Ended 7/31/18

8 Month Budget Percent = 66.6%

**FOREST PRESERVES & PROGRAMS**

	Current Year FY18		Prior Year FY17		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
Beginning Balance						
<b>Revenue</b>						
Revenue - Administration		472,982	719,615	431,075	41,917	10%
Revenue - Ellis House & Equestrian Center		118,247	138,005	83,747	10,318	12%
Revenue - Hoover FP		64,275	60,025	48,690	9,925	20%
Revenue - Env. Education		154,146	165,038	77,988	37,034	47%
Revenue - Natural Area Volunteers		2,000	2,000	2,425	-2,425	-100%
Revenue - Grounds & Natural Resources		20,200	7,200	3,405	1,480	43%
Revenue - Pickerill Pigott FP		1,700				
<b>Total Revenue</b>	<b>1,098,115</b>	<b>747,289</b>	<b>1,092,063</b>	<b>647,340</b>	<b>99,949</b>	<b>16%</b>
<b>Expenditure</b>						
Expenditure - Administration		150,334	280,117	153,615	-3,281	-2%
Expenditure - Ellis House & Equestrian Center		157,310	112,847	183,713	-5,952	-5%
Expenditure - Hoover FP		170,628	112,121	165,465	-5,888	-5%
Expenditure - Env. Education		142,478	99,666	148,213	679	1%
Expenditure - Natural Area Volunteers		500	1,510	500	157	12%
Expenditure - Grounds & Natural Resources		306,353	202,564	293,706	21,502	12%
Expenditure - Pickerill Pigott FP		4,381				
<b>Total Expenditure</b>	<b>1,087,614</b>	<b>683,242</b>	<b>1,080,714</b>	<b>671,645</b>	<b>11,697</b>	<b>2%</b>
<b>ENDING BAL</b>						
		<b>\$320,339</b>		<b>\$293,367</b>	<b>\$80,518</b>	<b>27.4%</b>
<b>Surplus/(Deficit)</b>		<b>10,501</b>		<b>\$11,369</b>	<b>-\$24,306</b>	

Kendall County Forest Preserve  
Income Statement  
For Period Ended 7/31/18

8 Month Budget Percent = 66.6%

**FOREST PRESERVE CATEGORIES**

	Current Year FY18		Prior Year FY17		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
Beginning Balance	\$	309,838	\$	317,672		
<b>Revenue</b>						
Property Tax	52.5%	576,247	552,815	292,627	17,075	6%
Interest Income	0.0%	170	170	125	206	165%
Other Income	1.3%	14,000	2,000	2,852	-1,847	-65%
Donations	0.9%	10,000	7,000	4,015	-3,650	-91%
Rental Revenue	6.8%	59,975	59,725	43,549	7,915	18%
Program Revenue	28.1%	253,793	282,943	158,924	44,558	28%
Grants	0.3%	3,500	1,000			
Farm License Revenue	13.8%	157,030	161,030	132,848	28,075	21%
Security Deposits	2.4%	26,100	22,100	13,366	6,820	51%
Credit Card Revenue	0.3%	3,300	3,300	1,232	798	65%
<b>Total Revenue</b>	100.0%	<b>1,099,115</b>	<b>1,092,083</b>	<b>647,340</b>	<b>99,940</b>	<b>15%</b>
<b>Expenditure</b>						
Personnel	56.5%	615,212	586,064	398,498	7,890	2%
Employee Benefits	21.8%	237,097	227,277	105,821	6,489	6%
Contractual	5.2%	56,395	63,690	47,009	-2,777	-6%
Commodities	11.4%	124,110	139,310	86,883	-1,601	-2%
Other	5.0%	54,800	64,373	33,625	1,595	5%
<b>Total Expenditure</b>	100.0%	<b>1,087,614</b>	<b>1,090,714</b>	<b>671,646</b>	<b>11,596</b>	<b>2%</b>
<b>ENDING BAL</b>		<b>\$320,339</b>	<b>\$ 329,041</b>	<b>\$ 293,356</b>	<b>\$80,519</b>	<b>27.4%</b>
<b>Surplus/(Deficit)</b>		<b>\$ 10,501</b>	<b>\$11,369</b>	<b>-\$24,306</b>		

Kendall County Forest Preserve  
Income Statement  
For Period Ended 7/31/18

8 Month Budget Percent = 66.6%

**ADMINISTRATION**

	Current Year FY18		Prior Year FY17		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
<b>Revenue</b>						
Property Tax	576,247	309,702	552,815	292,827	17,075	6%
Interest Income	170	331	170	125	206	165%
Other Income	8,000	205	2,000	2,852	-2,647	-93%
Donations	500	-	500	1,590	-1,590	-100%
Farm License Revenue	151,030	180,723	161,030	132,848	28,075	21%
Security Deposit Revenue						
Credit Card Revenue	3,300	2,030	3,300	1,232	798	65%
Program Revenue						
<b>Total Revenue</b>	<b>739,247</b>	<b>472,992</b>	<b>719,815</b>	<b>431,874</b>	<b>41,918</b>	<b>10%</b>
<b>Expenditure</b>						
Personnel	143,428	81,286	134,330	89,801	1,495	2%
Employee Benefits	117,017	30,997	100,784	28,928	2,069	7%
Contractual	17,800	14,332	20,450	16,141	-1,809	-11%
Commodities	20,900	12,826	21,100	16,315	-3,489	-21%
Other	11,200	862	12,453	2,431	-1,549	-64%
<b>Total Expenditure</b>	<b>310,345</b>	<b>160,334</b>	<b>289,117</b>	<b>163,616</b>	<b>-3,282</b>	<b>-2%</b>
<b>Surplus/(Deficit)</b>	<b>\$ 428,902</b>	<b>\$ 322,659</b>	<b>\$ 430,698</b>	<b>\$ 277,468</b>		

Kendall County Forest Preserve  
Income Statement  
For Period Ended 7/31/18

8 Month Budget Percent = 66.6%

**ELLIS HOUSE & EQUESTRIAN CENTER**

Revenue  
Donations  
Security Deposit  
Credit Card Revenue  
Program Revenue  
Total Revenue  
  
Expenditure  
Personnel  
Employee Benefits  
Contractual  
Commodities  
Other  
Total Expenditure  
  
Surplus/(Deficit)

	Current Year FY18		Prior Year FY17		YTD Variance	
	Budget	YTD	YTD	%	\$ Change	% Change
	500	-	-	30.9%	2,790	58%
	15,600	7,610	4,820			
	-	-				
	102,147	88,455	78,927	65.6%	7,528	10%
	<b>118,247</b>	<b>94,066</b>	<b>83,747</b>	<b>60.7%</b>	<b>10,318</b>	<b>12%</b>
	84,030	60,237	62,213	73.8%	-1,976	-3%
	10,515	8,460	10,011	74.0%	-1,551	-15%
	20,955	18,750	17,842	72.5%	908	5%
	24,210	16,851	10,618	31.8%	6,233	59%
	17,600	8,349	17,915	64.2%	-9,566	-53%
	<b>157,310</b>	<b>112,847</b>	<b>118,598</b>	<b>64.6%</b>	<b>-6,962</b>	<b>-6%</b>
	<b>-\$39,063</b>	<b>-\$18,682</b>	<b>-\$45,708</b>		<b>-\$34,862</b>	

Kendall County Forest Preserve  
Income Statement  
For Period Ended 7/31/18

8 Month Budget Percent = 66.6%

**HOOVER FOREST PRESERVE**

Revenue  
Donations  
Rental Revenue  
Security Deposit Rev  
Credit Card Revenue  
**Total Revenue**  
  
Expenditure  
Personnel  
Employee Benefits  
Contractual  
Commodities  
Other  
**Total Expenditure**  
  
**Surplus/(Deficit)**

	Current Year FY18		Prior Year FY17		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
	53,775	47,039	53,525	40,144	6,895	17%
	10,500	11,576	6,500	8,546	3,030	35%
	<b>64,275</b>	<b>58,615</b>	<b>60,025</b>	<b>48,690</b>	<b>9,925</b>	<b>20%</b>
	88,400	57,616	84,916	55,567	2,049	4%
	26,829	17,023	26,119	16,061	972	6%
	48,900	27,325	47,900	41,042	-13,717	-33%
	6,500	10,158	6,500	5,349	4,809	90%
	<b>170,629</b>	<b>112,121</b>	<b>166,435</b>	<b>118,009</b>	<b>-5,888</b>	<b>-5%</b>
	<b>-\$106,354</b>	<b>-\$53,506</b>	<b>-\$105,410</b>	<b>-\$69,319</b>		

Kendall County Forest Preserve  
Income Statement  
For Period Ended 7/31/18

8 Month Budget Percent = 66.6%

**ENVIRONMENTAL EDUCATION**

Revenue  
Donations  
Security Deposit  
Credit Card Revenue  
Program Revenue  
Total Revenue  
  
Expenditure  
Personnel  
Employee Benefits  
Contractual  
Commodities  
Other  
Total Expenditure  
  
Surplus/(Deficit)

	Current Year FY18		
	Budget	YTD	%
	2,500	5	0.2%
	-	115,027	75.9%
	151,646	115,032	74.6%
	117,788	83,249	70.7%
	17,090	11,258	65.9%
	-	-	
	7,600	5,178	68.1%
	-	-	
	142,478	99,686	70.0%
	\$11,668	\$16,347	

	Prior Year FY17		
	Budget	YTD	%
	2,500		
	162,538	77,988	48.0%
	166,038	77,988	47.3%
	120,543	82,882	68.8%
	18,270	11,393	62.4%
	9,400	4,733	50.4%
	149,213	99,008	66.8%
	\$16,825	-\$21,010	

	YTD Variance	
	\$ Change	% Change
	5	
	37,029	47%
	37,034	47%
	367	0%
	-135	-1%
	445	9%
	678	1%

Kendall County Forest Preserve  
Income Statement  
For Period Ended 7/31/18

8 Month Budget Percent = 66.6%

**NATURAL AREA VOLUNTEERS**

Revenue  
 Donations  
 Security Deposit  
 Credit Card Revenue  
 Program Revenue  
**Total Revenue**  
 Expenditure  
 Personnel  
 Employee Benefits  
 Contractual  
 Commodities  
 Other  
**Total Expenditure**  
**Surplus/(Deficit)**

	Current Year FY18		Prior Year FY17		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
100.0%	2,000	-	2,000	2,425	(2,425)	-100%
100.0%	2,000	-	2,000	2,425	(2,425)	-100%
100.0%	-	-	-	-	-	-
100.0%	500	1,510	500	1,353	157	12%
100.0%	500	1,510	500	1,353	157	12%
	\$ 1,500	\$ (1,510)	\$ 1,500	\$ 1,072		

Kendall County Forest Preserve  
Income Statement  
For Period Ended 7/31/18

7 Month Budget Percent = 58.3%

**GROUNDS & NATURAL RESOURCES**

	Current Year FY18		Prior Year FY17		YTD Variance			
	Budget	YTD	%	Budget	YTD	%	\$ Change	% Change
Revenue								
Other Income	6000	800	13.3%				360	
Donations	4,500	360	8.0%					
Grants	3,500	-		1,000				
Credit Card Revenue	6,200	3,725	60.1%	6,200	3,405	54.9%	320	9%
Rental Revenue	20,200	4,085	20.2%	7,200	3,405	47.3%	680	20%
<b>Total Revenue</b>								
				161,988	108,035	66.7%	5,955	6%
Expenditure								
Personnel	65,646	44,573	67.9%	68,578	39,438	57.5%	5,135	13%
Employee Benefits	17,640	11,149	63.2%	18,640	13,025	69.9%	-1,876	-14%
Contractual	22,000	17,021	77.4%	27,000	12,633	46.8%	4,388	35%
Commodities	19,500	15,831	81.2%	17,500	7,931	45.3%	7,900	100%
Other	306,353	202,564	66.1%	293,706	181,062	61.6%	21,602	12%
<b>Total Expenditure</b>								
				293,706	181,062	61.6%	21,602	12%
<b>Surplus/(Deficit)</b>								
				-\$286,506	-\$177,557			



Kendall County Forest Preserve  
Income Statement  
For Period Ended 7/31/18

8 Month Budget Percent = 66.6%

**PICKERILL PIGOTT FP**

Revenue  
Other Income  
Donations  
Rental Revenue  
Security Deposit  
Total Revenue  
  
Expenditure  
Personnel  
Employee Benefits  
Contractual  
Commodities  
Other  
Total Expenditure  
  
Surplus/(Deficit)

	Current Year FY18		Prior Year FY17		YTD Variance	
	Budget	YTD	%	Budget	YTD	%
Revenue						
Other Income	-	700	100%	-	700	100%
Donations	-	-	-	-	-	-
Rental Revenue	-	700	100%	-	700	100%
Security Deposit	-	1,000	100%	-	1,000	100%
<b>Total Revenue</b>	<b>-</b>	<b>1,700</b>	<b>100%</b>	<b>-</b>	<b>1,700</b>	<b>100%</b>
Expenditure						
Personnel	-	-	-	-	-	-
Employee Benefits	-	-	-	-	-	-
Contractual	-	4,381	100%	-	4,381	100%
Commodities	-	-	-	-	-	-
Other	-	-	-	-	-	-
<b>Total Expenditure</b>	<b>-</b>	<b>4,381</b>	<b>100%</b>	<b>-</b>	<b>4,381</b>	<b>100%</b>
<b>Surplus/(Deficit)</b>		<b>-\$2,681</b>			<b>-\$2,681</b>	





Kendall County Forest Preserve  
Income Statement  
For Period Ended 7/31/18

8 Month Budget Percent = 66.0%

**ELLIS RIDING LESSONS - 111**

	Current Year FY18		Prior Year FY17		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
Revenue						
Donations	500	-	2,000	-		
Security Deposit	-	-				
Credit Card Revenue	25,130	24,433	24,905	11,230	13,203	118%
Program Revenue	25,630	24,433	26,905	11,230	13,203	118%
<b>Total Revenue</b>						
	2.0%	98.0%		45.1%		
	100.0%	96.3%		41.7%		
Expenditure						
Personnel	18,580	11,896	16,000	17,218	-5,322	-31%
Employee Benefits	1,982	1,265	2,327	2,526	-1,261	-50%
Contractual	2,400	1,223	2,750	1,529	-306	-20%
Commodities	1,190	3,758	1,815	3,020	738	24%
Other	-	-				
<b>Total Expenditure</b>	<b>24,152</b>	<b>18,142</b>	<b>22,892</b>	<b>24,293</b>	<b>-6,151</b>	<b>-26%</b>
	100.0%	75.1%		106.1%		
<b>Surplus/(Deficit)</b>	<b>\$1,478</b>	<b>\$6,291</b>	<b>\$4,013</b>	<b>-\$13,063</b>		

**ELLIS BIRTHDAY PARTIES - 112**

	Current Year FY18		Prior Year FY17		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
Revenue						
Donations	-	-				
Security Deposit	-	-				
Credit Card Revenue	9,500	5,595	9,500	2,782	2,813	101%
Program Revenue	9,500	5,595	9,500	2,782	2,813	101%
<b>Total Revenue</b>						
	100.0%	58.9%		29.3%		
	100.0%	58.9%		29.3%		
Expenditure						
Personnel	3,816	3,775	6,456	1,672	2,103	126%
Employee Benefits	407	419	1,164	288	131	46%
Contractual	1,000	699	1,375	190	509	522%
Commodities	1,980	1,455	3,405	234	1,221	522%
Other	-	-				
<b>Total Expenditure</b>	<b>7,203</b>	<b>6,349</b>	<b>12,400</b>	<b>2,384</b>	<b>3,965</b>	<b>160%</b>
	100.0%	88.1%		19.2%		
<b>Surplus/(Deficit)</b>	<b>\$2,297</b>	<b>-\$754</b>	<b>-\$2,900</b>	<b>\$395</b>		

Kendall County Forest Preserve  
Income Statement  
For Period Ended 7/31/18

8 Month Budget Percent = 66.6%

**ELLIS PUBLIC PROGRAMS - 113**

	Current Year FY18		Prior Year FY17		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
<b>Revenue</b>						
Donations	-	-				
Security Deposit	-	-				
Credit Card Revenue	-	-				
Program Revenue	2,520	3,548	2,100	2,478	1,070	43%
<b>Total Revenue</b>	<b>2,520</b>	<b>3,548</b>	<b>2,100</b>	<b>2,478</b>	<b>1,070</b>	<b>43%</b>
	100.0%			118.0%		
	100.0%	140.8%		118.0%		
<b>Expenditure</b>						
Personnel	1,190	1,913	1,890	849	1,064	125%
Employee Benefits	127	153		120	33	27%
Contractual	-	-				
Commodities	-	188			188	
Other	-	-				
<b>Total Expenditure</b>	<b>1,317</b>	<b>2,254</b>	<b>1,890</b>	<b>969</b>	<b>1,286</b>	<b>133%</b>
	100.0%	171.1%		51.3%		
<b>Surplus/(Deficit)</b>	<b>\$1,203</b>	<b>\$1,294</b>	<b>\$210</b>	<b>\$1,509</b>		

**ELLIS SUNRISE CENTER - 114**

	Current Year FY18		Prior Year FY17		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
<b>Revenue</b>						
Donations	-	-				
Security Deposit	-	-				
Credit Card Revenue	-	-				
Program Revenue	24,600	13,973	19,200	11,200	2,773	25%
<b>Total Revenue</b>	<b>24,600</b>	<b>13,973</b>	<b>19,200</b>	<b>11,200</b>	<b>2,773</b>	<b>26%</b>
	100.0%	56.8%		16.7%		
	100.0%	56.8%		16.7%		
<b>Expenditure</b>						
Personnel	14,456	10,392	6,864	7,298	3,094	42%
Employee Benefits	1,541	1,120	1,284	1,181	(61)	-5%
Contractual	-	-				
Commodities	3,400	1,756	4,800	305	1,451	476%
Other	-	-				
<b>Total Expenditure</b>	<b>19,397</b>	<b>13,268</b>	<b>12,948</b>	<b>8,784</b>	<b>4,484</b>	<b>61%</b>
	100.0%	68.4%		67.8%		
<b>Surplus/(Deficit)</b>	<b>\$5,203</b>	<b>\$705</b>	<b>\$6,252</b>	<b>\$2,416</b>		

Kendall County Forest Preserve  
Income Statement  
For Period Ended 7/31/18

8 Month Budget Percent = 66.6%

**ELLIS WEDDINGS - 120**

	Current Year FY18		Prior Year FY17		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
<b>Revenue</b>						
Donations	-	-	15,000	3,110	4,300	138%
Security Deposit	-	7,410	-	-	-	-
Credit Card Revenue	-	-	43,200	44,925	-17,465	-39%
Program Revenue	22,000	27,460	58,200	48,035	-13,166	-27%
<b>Total Revenue</b>	<b>37,000</b>	<b>34,870</b>	<b>117,400</b>	<b>96,070</b>	<b>-21,330</b>	<b>-18%</b>
<b>Expenditure</b>						
Personnel	8,228	8,428	11,197	12,722	-4,294	-34%
Employee Benefits	566	1,550	2,000	2,165	-615	-28%
Contractual	16,555	16,381	19,100	16,123	258	2%
Commodities	2,050	2,756	2,075	941	1,816	193%
Other	4,000	1,500	1,500	6,865	-5,365	-78%
<b>Total Expenditure</b>	<b>31,399</b>	<b>30,615</b>	<b>35,872</b>	<b>38,816</b>	<b>-8,200</b>	<b>-21%</b>
<b>Surplus/(Deficit)</b>	<b>\$5,601</b>	<b>\$4,255</b>	<b>\$22,328</b>	<b>\$9,220</b>	<b>\$13,108</b>	<b>59%</b>

**ELLIS OTHER RENTALS - 121**

	Current Year FY18		Prior Year FY17		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
<b>Revenue</b>						
Donations	-	-	600	1,710	-1,510	-88%
Security Deposit	600	200	-	-	600	100%
Credit Card Revenue	-	-	4,500	1,927	-497	-26%
Program Revenue	4,500	1,430	5,100	3,637	-2,007	-56%
<b>Total Revenue</b>	<b>5,100</b>	<b>1,630</b>	<b>10,200</b>	<b>7,274</b>	<b>-2,970</b>	<b>-29%</b>
<b>Expenditure</b>						
Personnel	-	-	2,000	-	2,000	100%
Employee Benefits	-	-	200	-	200	100%
Contractual	-	-	-	-	-	-
Commodities	-	-	-	-	-	-
Other	600	-	600	-	600	100%
<b>Total Expenditure</b>	<b>600</b>	<b>-</b>	<b>2,800</b>	<b>-</b>	<b>2,800</b>	<b>100%</b>
<b>Surplus/(Deficit)</b>	<b>\$4,500</b>	<b>\$1,630</b>	<b>\$2,300</b>	<b>\$3,637</b>	<b>\$1,337</b>	<b>58%</b>

Kendall County Forest Preserve  
Income Statement  
For Period Ended 7/31/18

8 Month Budget Percent = 66.6%

ELLIS 6K - 130

Revenue  
Donations  
Security Deposit  
Credit Card Revenue  
Program Revenue  
Total Revenue  
  
Expenditure  
Personnel  
Employee Benefits  
Contractual  
Commodities  
Other  
Total Expenditure  
  
Surplus/(Deficit)

	Current Year FY18		Prior Year FY17		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
	-	-				
	-	-				
	-	-				
	1,570	755	1,015	1,015	(260)	-26%
	1,570	755	1,570	1,015	(260)	-26%
	-	-	67			
	63	-				
	-	-				
	1,000	295	2,000	234	61	26%
	-	-				
	1,063	295	2,067	234	61	26%
	\$507	\$480	-\$497	\$781		

Kendall County Forest Preserve  
Income Statement  
For Period Ended 7/31/18

8 Month Budget Percent = 66.6%

**HOOVER GROUNDS - 200**

	Current Year FY18		Prior Year FY17		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
<b>Revenue</b>						
Donations	-	-				
Rental Revenue	5,250	4,060	5,000	4,113	-113	-3%
Security Deposit Revenue	-	-				
Credit Card Revenue	-	-				
<b>Total Revenue</b>	<b>5,250</b>	<b>4,000</b>	<b>5,000</b>	<b>4,113</b>	<b>-113</b>	<b>-3%</b>
<b>Expenditure</b>						
Personnel	44,200	28,666	42,472	25,960	2,646	10%
Employee Benefits	13,416	8,493	13,059	7,661	832	11%
Contractual	-	-				
Commodities	48,900	27,325	47,900	41,042	-13,717	-33%
Other	6,500	10,158	6,500	5,349	4,809	90%
<b>Total Expenditure</b>	<b>113,016</b>	<b>74,581</b>	<b>109,931</b>	<b>80,012</b>	<b>-6,431</b>	<b>-7%</b>
<b>Surplus/(Deficit)</b>	<b>-\$107,766</b>	<b>-\$70,581</b>	<b>-\$104,931</b>	<b>-\$75,899</b>		

**HOOVER BUNKHOUSE - 201**

	Current Year FY18		Prior Year FY17		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
<b>Revenue</b>						
Donations	-	-				
Rental Revenue	33,525	26,665	33,525	25,175	1,480	6%
Security Deposit Revenue	4,000	4,400	1,500	3,000	1,400	47%
Credit Card Revenue	-	-				
<b>Total Revenue</b>	<b>37,525</b>	<b>31,065</b>	<b>35,025</b>	<b>28,175</b>	<b>2,890</b>	<b>10%</b>
<b>Expenditure</b>						
Personnel	22,100	14,185	21,236	14,807	-622	-4%
Employee Benefits	6,707	4,223	6,530	4,173	50	1%
Contractual	-	-				
Commodities	-	-				
Other	-	-				
<b>Total Expenditure</b>	<b>28,807</b>	<b>18,408</b>	<b>27,766</b>	<b>19,980</b>	<b>-672</b>	<b>-3%</b>
<b>Surplus/(Deficit)</b>	<b>\$8,718</b>	<b>\$12,657</b>	<b>\$7,259</b>	<b>\$9,195</b>		



Kendall County Forest Preserve  
Income Statement  
For Period Ended 7/31/18

8 Month Budget Percent = 66.6%

**HOOVER CAMPSITE - 202**

	Current Year FY18		Prior Year FY17		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
<b>Revenue</b>						
Donations	-	-				
Rental Revenue	4,500	3,315	4,500	2,750	565	21%
Security Deposit Revenue	-	-				
Credit Card Revenue	-	-				
<b>Total Revenue</b>	<b>4,500</b>	<b>3,315</b>	<b>4,500</b>	<b>2,750</b>	<b>565</b>	<b>21%</b>
<b>Expenditure</b>						
Personnel	11,050	7,339	10,619	7,404	-65	-1%
Employee Benefits	3,353	2,152	3,265	2,109	43	2%
Contractual	-	-				
Commodities	-	-				
Other	-	-				
<b>Total Expenditure</b>	<b>14,403</b>	<b>9,491</b>	<b>13,884</b>	<b>9,513</b>	<b>-22</b>	<b>0%</b>
<b>Surplus/(Deficit)</b>	<b>-\$9,903</b>	<b>-\$6,176</b>	<b>-\$9,384</b>	<b>-\$6,763</b>		

**HOOVER MEADOWHAWK LODGE - 203**

	Current Year FY18		Prior Year FY17		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
<b>Revenue</b>						
Donations	-	-				
Rental Revenue	10,500	13,059	10,500	8,106	4,953	61%
Security Deposit Revenue	6,500	7,176	5,000	5,546	1,630	29%
Credit Card Revenue	-	-				
<b>Total Revenue</b>	<b>17,000</b>	<b>20,235</b>	<b>15,500</b>	<b>13,652</b>	<b>6,583</b>	<b>48%</b>
<b>Expenditure</b>						
Personnel	11,050	7,467	10,619	7,396	91	1%
Employee Benefits	3,353	2,154	3,265	2,108	46	2%
Contractual	-	-				
Commodities	-	-				
Other	-	-				
<b>Total Expenditure</b>	<b>14,403</b>	<b>9,641</b>	<b>13,884</b>	<b>9,504</b>	<b>137</b>	<b>1%</b>
<b>Surplus/(Deficit)</b>	<b>\$2,597</b>	<b>\$10,594</b>	<b>\$1,616</b>	<b>\$4,148</b>		

Kandall County Forest Preserve  
Income Statement  
For Period Ended 7/31/18

8 Month Budget Percent = 66.6%

**ENVIRONMENTAL EDUCATION - 300**

	Current Year FY18		Prior Year FY17		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
Revenue						
Donations						
Security Deposit						
Credit Card Revenue	500	5	500	-	5	
Program Revenue						
<b>Total Revenue</b>	<b>500</b>	<b>5</b>	<b>500</b>	<b>-</b>	<b>5</b>	
Expenditure						
Personnel						
Employee Benefits						
Contractual	400					
Commodities						
Other						
<b>Total Expenditure</b>	<b>400</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>\$500</b>	
<b>Surplus/(Deficit)</b>	<b>\$100</b>	<b>\$5</b>	<b>\$500</b>	<b>\$500</b>		

**ENV. EDUCATION SCHOOL PROGRAMS - 301**

	Current Year FY18		Prior Year FY17		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
Revenue						
Donations						
Security Deposit						
Credit Card Revenue	33,000	19,444	35,960	16,612	2,832	17%
Program Revenue						
<b>Total Revenue</b>	<b>33,000</b>	<b>19,444</b>	<b>35,960</b>	<b>16,612</b>	<b>2,832</b>	<b>17%</b>
Expenditure						
Personnel	29,011	22,064	35,925	25,437	-3,373	-13%
Employee Benefits	4,146	2,619	5,124	3,112	-493	-16%
Contractual						
Commodities		934	950	133	801	602%
Other						
<b>Total Expenditure</b>	<b>33,157</b>	<b>25,616</b>	<b>41,999</b>	<b>28,682</b>	<b>-3,066</b>	<b>-11%</b>
<b>Surplus/(Deficit)</b>	<b>-\$157</b>	<b>-\$6,172</b>	<b>-\$6,039</b>	<b>-\$12,070</b>		

Kendall County Forest Preserve  
Income Statement  
For Period Ended 7/31/18

8 Month Budget Percent = 66.6%

**ENV. EDUCATION CAMPS - 302**

	Current Year FY18		Prior Year FY17		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
Revenue						
Donations						
Security Deposit						
Credit Card Revenue	33,000	19,295	39,118	22,865	-3,570	-16%
Program Revenue	33,000	19,295	39,118	22,865	-3,570	-16%
<b>Total Revenue</b>						
Expenditure						
Personnel	26,600	18,677	26,075	13,020	5,657	43%
Employee Benefits	3,500	2,048	3,719	1,357	691	51%
Contractual			3,000	1,565	-327	-21%
Commodities	2,000	1,238				
Other						
<b>Total Expenditure</b>	<b>32,100</b>	<b>21,962</b>	<b>32,794</b>	<b>15,942</b>	<b>6,020</b>	<b>38%</b>
<b>Surplus/(Deficit)</b>	<b>\$900</b>	<b>-\$2,667</b>	<b>\$6,324</b>	<b>\$6,923</b>		

**ENV. EDUCATION NATURAL BEGINNINGS - 303**

	Current Year FY18		Prior Year FY17		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
Revenue						
Donations						
Security Deposit						
Credit Card Revenue	2,000	-	2,000			
Program Revenue	79,646	70,895	83,460	35,662	35,243	99%
<b>Total Revenue</b>	<b>81,646</b>	<b>70,895</b>	<b>85,460</b>	<b>35,662</b>	<b>35,243</b>	<b>99%</b>
Expenditure						
Personnel	54,927	34,578	53,293	39,779	-5,201	-13%
Employee Benefits	8,490	5,716	8,667	6,286	-580	-9%
Contractual			4,000	2,340	-362	-15%
Commodities	4,000	1,978				
Other						
<b>Total Expenditure</b>	<b>67,417</b>	<b>42,273</b>	<b>65,960</b>	<b>48,415</b>	<b>-6,142</b>	<b>-13%</b>
<b>Surplus/(Deficit)</b>	<b>\$14,229</b>	<b>\$28,622</b>	<b>\$19,500</b>	<b>-\$12,753</b>		

Kendall County Forest Preserve  
Income Statement  
For Period Ended 7/31/18

8 Month Budget Percent = 66.6%

**ENV. EDUCATION PUBLIC PROGRAMS - 304**

	Current Year FY18		Prior Year FY17		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
<b>Revenue</b>						
Donations						
Security Deposit						
Credit Card Revenue		3,939	4,000	2,869	1,070	37%
<b>Program Revenue</b>		<b>3,939</b>	<b>4,000</b>	<b>2,869</b>	<b>1,070</b>	<b>37%</b>
<b>Total Revenue</b>	<b>6,000</b>	<b>3,939</b>	<b>6,000</b>	<b>2,869</b>	<b>1,070</b>	<b>37%</b>
	100.0%	65.7%		71.7%		
	100.0%	66.7%		71.7%		
<b>Expenditure</b>						
Personnel	5,500	4,605	3,500	3,465	1,140	33%
Employee Benefits	722	467	500	447	20	4%
Contractual	-	-	700	319	398	125%
Commodities	500	717				
Other	-	-				
<b>Total Expenditure</b>	<b>6,722</b>	<b>5,789</b>	<b>4,700</b>	<b>4,231</b>	<b>1,558</b>	<b>37%</b>
	100.0%	86.1%		90.0%		
<b>Surplus/(Deficit)</b>	<b>-\$722</b>	<b>-\$1,850</b>	<b>-\$700</b>	<b>-\$1,362</b>		

**ENV. EDUCATION LAWS OF NATURE - 305**

	Current Year FY18		Prior Year FY17		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
<b>Revenue</b>						
Donations						
Security Deposit						
Credit Card Revenue		-				
<b>Program Revenue</b>		<b>-</b>		<b>-</b>		
<b>Total Revenue</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>		
<b>Expenditure</b>						
Personnel	1,750	939	1,750	1,134	-195	-17%
Employee Benefits	222	104	250	177	-73	-41%
Contractual	-	-	750	377	-66	-18%
Commodities	700	311				
Other	-	-				
<b>Total Expenditure</b>	<b>2,672</b>	<b>1,364</b>	<b>2,750</b>	<b>1,688</b>	<b>-334</b>	<b>-20%</b>
	100.0%	50.7%		61.4%		
<b>Surplus/(Deficit)</b>	<b>-\$2,672</b>	<b>-\$1,364</b>	<b>-\$2,750</b>	<b>-\$1,688</b>		



## **Special Events Policy Kendall County Forest Preserve District**

The Kendall County Forest Preserve District will allow Special Events that it deems to be in the public interest to be held on District property. A Special Event will be defined as an event in which District property will be used in a manner that is inconsistent with normal preserve activities, such as an event that involves the sale of concessions and/or other goods and services, the use of temporary structures, or multi-day events.

These Events will not be allowed to disturb the natural resources of the District in any way, and will only be allowed on District properties where the District deems there to be adequate facilities.

- Those persons, groups, or organizations requesting to hold a Special Event on District property will have to obtain a Special Event Permit from the District.
- A two month lead time is required.
- All events are required to supply an itinerary at time of application.
- Business, churches, scouts, school groups, etc. require a Certificate of Insurance naming Kendall County Forest Preserve District as an Additional Insured.

The Special Event Permit fee is in addition to the reservation fee for the location where your event is being held. Reservations may be made up to one year in advance.

The District staff shall, with the concurrence of the Forest Preserve Committee, award the Special Event Permits.



3. Selling concessions/food?

Yes  No

Will this Special Event include:

Yes  No

**A = \$ 50.00 (continued)**

4. Selling goods and services?

Yes  No

5. Electronically amplified sound?

Yes  No

**B = \$ 150.00**

6. Business uses in Preserve?

Yes  No

7. Group larger than 250 people?

Yes  No

8. Extensive Use of grounds?

Yes  No

*Permitted use of overflow parking for trailers.*

**C = \$ 250.00**

9. Extensive Use of staff time?

Yes  No

10. Closes and/or limits part(s) of preserve to other users?

Yes  No

▶ Permittee will be charged only for the highest category (A, B, or C) that is checked.

Description of the Special Event, including details of any 'Yes' answers from above:

Fox Valley Trail Riders is requesting permitted use of parking areas and trails at Hoover Forest Preserve for a hosted trail ride on the designated horse trail at Hoover Forest Preserve.

Applicant's Signature: Jung A. Lee

Date: 2/30/18



**Special Event Agreement  
Kendall County Forest Preserve District**

The Kendall County Forest Preserve District (District) and Terry Benson (Permittee) agrees as follows:

1. The Permittee shall meet the following insurance requirements:
  - A. Permittee shall have general liability coverage of \$1,000,000 per occurrence.
  - B. Certificates of Insurance must state the following: *The Kendall County Forest Preserve District is an additional insured on a primary and non-contributory basis.*
2. The Permittee shall pay the District \$ \_\_\_\_\_ for this approved Special Event Permit. Payment is due upon approval of permit.
3. The Permittee agrees to indemnify and hold harmless the District against any and all claims, losses, suits, and damages against the District arising, directly or indirectly out of the use of District premises or performance of this Special Event Agreement, specifically including claims resulting from any act or omission of the Permittee and the District, individually, and/or jointly and severally.
4. If concessions/food is to be sold at the Special Event, the vendors must comply with all requirements and regulations of the Illinois Department of Health and/or other governmental bodies having control over such vending operations, including the Kendall County Health and Human Services Department. The vendor shall possess all food and beverage dispensing licenses, taxes, and permits that are required by law.
5. The Permittee shall limit the Special Event activities to those described in the Special Use Permit Application.
6. The Permittee shall follow all District rules and regulations (see attached).
7. The Special Event Permit and the Permittee shall be present on-site at the Special Event.
8. The attached itinerary shall be a part of the Special Event Agreement.

Kendall County Forest Preserve District:

Signed:

Director / President

Permittee:

Signed: Terry Benson

Date: 7/29/18

# Hoover Forest Preserve FVTRA—Reverse River Ride Route Map



## LEGEND

- - - Hoover Equestrian Trail - Designated Trail Main Loop
- - - Hoover Equestrian Trail - Designated Trail Extensions
- ..... FVTRA Requested Trail Use—Non-Designated Trail
- Horse Trailer Parking (40 Trailers Est.)

- Outgoing Route
- ← Return Route

# Fox River Bluffs Forest Preserve FVTRA—Reverse River Ride Route Map



## LEGEND

- |  |  |
|--|--|
| <ul style="list-style-type: none"> <li>— — — — Hoover Equestrian Trail - Designated Trail Main Loop</li> <li>— — — — Hoover Equestrian Trail – Designated Trail Extensions</li> <li>..... FVTRA Requested Trail Use—Kendall County/KCFPD</li> <li>———— Horse Trailer Parking (40 Trailers Est.)</li> </ul> | <ul style="list-style-type: none"> <li>→ Outgoing Route</li> <li>← Return Route</li> </ul> |
|--|--|

**To: Kendall County Forest Preserve District Operations Committee**

**From: David Guritz, Director**

**RE: Fox Valley Trail Rider's Association – Special Use Permit**

**Date: August 1, 2018**

A meeting was held with representatives of the Fox Valley Trail Rider's Association (FVTRA) to review the scope of the requested Special Use Permit for the proposed Reverse River Ride scheduled for September 23, 2018, and to review the changes to the permit application per Operating Committee direction received, including the assignment of a \$250.00 special use permit fee.

A route map was developed based on the meeting, which includes crossing over Kendall County property (Eldamain Road corridor) into Fox River Bluffs Forest Preserve.

The route maps and updated Special Use Permit application are attached to this report for consideration.

As part of the meeting, FVTRA has offered to work with the District to support communications and outreach efforts, and related welcome center improvements at Hoover Forest Preserve in order to reduce trail encroachments within Hoover Forest Preserve. This includes the donation of a mounting block in the trailer parking area at Hoover Forest Preserve completed earlier this year.

District staff is requesting Operating Committee direction with respect to the updated trail route, and consideration of waiving the Special Use Permit Fee with FVTRA's offer to assist with preserve improvements, and equestrian communication efforts at Hoover Forest Preserve.

A copy of the approved District's guidelines for requesting the waiving of District fees and charges is attached to this report.

**Recommendations:**

Consider a motion to approve the modified Special Use Permit, including waiving of the \$250.00 Special Use permit fee.

**To: Kendall County Forest Preserve District  
Board of Commissioners**

**From: David Guritz, Director**

**Date: September 14, 2015**

**RE: Approval of a Policy Establishing Criteria for the Waiver of Fees and Charges for the Use of District Facilities**

During the Programming and Events Committee meeting on September 2, 2015, the Committee approved a final version of a policy that establishes the criteria for waiving fees and charges for use of District facilities, with a recommendation for approval of the policy by the Board of Commissioners.

The Kendall County Forest Preserve District also processes reservations for the use of the Kendall County Historic Courthouse, with requests to waive fees for use of this facility presented to the Kendall County Forest Preserve District's Programming and Events Committee for consideration and approval.

Below, please find the proposed policy establishing the criteria for evaluating requests for the waiver of fees and charges for the use of District facilities.

**Kendall County Forest Preserve District  
A Policy Establishing Criteria for the Waiver of Fees and Charges for the  
Use of District Facilities**

The Kendall County Forest Preserve District will waive rental fees and charges for the following requests with approval from the Programming and Events Committee:

1. Meetings and events of the Forest Foundation of Kendall County, a 501(c)3 organization dedicated to the support of the mission of the Kendall County Forest Preserve District, is allowed use of District facilities, upon request, for business meetings, public events, programs, and other related functions.
2. Special requests from Kendall County government offices requiring use of District facilities.
3. Events, programs, and workshops conducted in cooperation and partnership between the District and other local, state, and federal government and not-for-profit agencies directly supporting the District's mission of conservation of natural resources in Kendall County and the region.

4. **Requests from other not-for-profit groups for events that directly support the District through contributions that support the maintenance and care of District facilities and preserves.**



Will this Special Event include:

**A = \$ 50.00**

	Yes	No
1. The use of temporary structures?	___	√
2. Collecting/Charging an entrance or registration fee?	___	√
3. Selling concessions/food?	___	√
4. Selling goods and services?	___	√
5. Electronically amplified sound?	___	___

**B = \$ 150.00**

6. Business uses in Preserve?	___	√
7. Group larger than 250 people?	___	√
8. Extensive Use of grounds?	√	___

**C = \$ 250.00**

9. Extensive Use of staff time?	√	___
10. Closes and/or limits part(s) of preserve to other users?	√	___

▶ Permittee will be charged only for the highest category (A, B, or C) that is checked.

Description of the Special Event, including details of any 'Yes' answers from above: The Sheriff's Office Training consists of the following: They will start in the Meadowhawk Lodge for classroom training and instructions. A "crime scene" will be set up in the Blazing Star bunkhouse and the suspect will flee into the woods. Training scenarios involve responding to a crime in progress, securing a perimeter for a fleeing offender, and processing a crime scene for evidence. The crime scene will include a blood scene (using corn syrup). They will be using the trails to try and locate the suspect. A Drone will be used during both training sessions. The windows of the bunkhouse will be open and there will be witness(s) that will scream when they



come upon the “crime scene”. There will be no dogs used during this training. They will place signs at the entrance to Hoover Forest Preserve that will state there is a Sheriff Department Training being conducted. They will also notify area residences that training is taking place on Hoover Forest Preserve grounds. They plan to vacate the premises no later than 12:00 Midnight each day and there will be no overnight stay.

---

---

**Applicant' s Signature:** \_\_\_\_\_

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

**To: Kendall County Forest Preserve District Operations Committee**

**From: David Guritz, Director**

**RE: Yorkville Fury License Agreement Requests**

**Date: August 1, 2018**

**The District has received a request from the Yorkville Athletic Association to complete additional improvements at the Hoover Ball Field (correspondence attached for review).**

**Overall management of the license agreement has improved, with fewer complaints fielded compared to 2017 with respect to trash management, and teams and coaches remaining on site resulting in closing procedure delays.**

**Speeding on Hoover Drive and disrespect of District staff from visiting patrons continues to present a challenge as well.**

**The General Use Ordinance prohibits advertising on District property without Commission approval, which should be discussed as part of the review of the proposed field improvements.**

**Recommendation:**

**Following discussion, consider a motion to forward the Yorkville Athletic Association's request for the completion of Hoover Ball Field improvements and sponsor advertising to the Committee of the Whole for consideration.**

## David Guritz

---

**From:** Michael Klimavicius [michael.klimavicius@yahoo.com]  
**Sent:** Monday, July 16, 2018 5:39 PM  
**To:** David Guritz  
**Subject:** Requested Improvements To Hoover Ball Field

Hi David,

We would like to request approval for the following improvements to the ball field at Hoover:

1. Extend backstop 1 section higher, and add in angled portions that will point inward toward homeplate. This will prevent the majority of our lost baseballs into the tall grass directly north of the ball field. It will also prevent vehicle damage for foul balls hitting them with the current shorter backstop.
2. Add chainlink fencing to close off each player's bench that would be 8' tall fencing. This will provide a separation of the players from parents. We would also like to put a tarp over each dugout and leave them there for the full contract season.
3. We would like to decorate the outfield home run fence in centerfield (between the outfield gates) with plastic fence decorations that snap into the fence mesh. These custom designed decorations will have our Yorkville Fury logo (and it looks really cool!)
4. We would like to remove grass for the two foul lines between the dirt and the home run fence and replace this with white painted fireman hose that is secured to the ground with large spikes. This would be very close to the ground and not interfere with field maintenance activities including grass cutting.
5. In order to help fund these improvements we would like the ability to sell banners to hang on the outfield home run fence between the foul poles and the closest gate. These banners would be made from see-thru mesh material and be designed and manufactured for outdoor use.

Best Regards,

Mike Klimavicius  
(630)212-2511 : Mobile

**Kendall County Forest Preserve District  
Athletic Field License Agreement  
Yorkville Athletic Association NFP (Yorkville Fury)**

This License Agreement ("Agreement") is entered into upon the date of the last signature below, by and between the Kendall County Forest Preserve District, a body politic and Illinois unit of local government (hereinafter the "District"), and the Yorkville Athletic Association NFP (hereinafter the "Licensee"), a licensed not-for-profit organization in the State of Illinois.

**RECITALS**

1. The District owns the Hoover Forest Preserve in Yorkville, Illinois.
2. Hoover Forest Preserve contains a baseball field, which includes a fenced backdrop, storage unit, and picnic pavilion ("License Area").
3. Licensee desires to use, and provide assistance maintaining, the License Area as specified in **Exhibit A** to conduct little league baseball programs (the "Programs") for the Yorkville Fury baseball teams. (Exhibit A is attached and incorporated into this Agreement by reference).

**AGREEMENT**

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the District and Licensee agree as follows:

1. Incorporation

The foregoing recitals are hereby incorporated into this section as if fully reinstated herein.

2. Grant of License - License Period

Subject to the terms and conditions contained in this Agreement, the District grants to Licensee **a five-year license (the "License") beginning on March 15, 2017 and ending on July 31, 2021** to use the License Area to conduct the Programs on the dates and during the hours specified within the attached **Exhibit B**, negotiated and amended each year within the approximate timeframe thereafter (the "License Periods"). (Exhibit B is attached and incorporated into this Agreement by reference). Such use in accordance with this Agreement is hereinafter referred to as the "Licensed Use". The District shall issue permits to the Licensee for the Licensed Use of the Licensed Area. Licensee, its guests and invitees also shall have the non-exclusive right to use the restrooms and other District facilities that are available for public or common use.

3. Supplementary Scheduling

Requests by Licensee for use of the Licensed Area to conduct Programs on dates and/or times other than those specified on Exhibit B, and negotiated schedules thereafter, shall be made at least fourteen (14) days in advance to ensure availability, and shall be subject to District policies on scheduling priorities. Each such supplementary use shall be subject to the terms and conditions of this Agreement. Licensee shall have the option to schedule, or reschedule up to

fifteen (15) additional practices and games during the normal Hoover Forest Preserve hours of operation, and the District shall extend additional permits as needed to effectuate this, provided the License Area is not reserved for the permitted use of another party.

#### 4. Non-Exclusive License

The License shall be non-exclusive, and the District shall continue its use of the License Area subject to Licensee's scheduled use of such property pursuant to the terms and conditions of this Agreement. The District shall have the right, but not the obligation, to enter onto the License Area at any time to inspect, maintain, repair, replace and reconstruct any improvements located thereon, in such manner as to not unreasonably interfere with the rights of the Licensee under this agreement.

This Agreement is not, and does not, constitute a lease or other rental agreement, and Licensee's non-exclusive right to use the Licensed Area may be terminated in accordance with the terms set forth in this Agreement.

#### 5. Payment Provisions

Licensee shall provide a lump sum payment to the District of two thousand dollars (\$2,000.00) representing payment in full for a one-year License for use of the License Area in accordance with the schedule attached as Exhibit B. Payment is due within fourteen days (14) following execution of this Agreement, and by March 1 for each subsequent license year thereafter.

#### 6. Maintenance and Ball Field Facility Improvement Provisions

The District, at its own expense, shall maintain the gravel road and shall mow the grass ball field and adjacent unimproved turf parking area no more than one time per week on an as-needed basis from mid-March to the end of June for each licensed year.

Licensee, its contractors, agents and volunteers, may at its own expense, perform additional routine maintenance, mowing and any other ball field turf maintenance activities deemed necessary on an as needed basis. This includes application of fertilizer and weed suppression applied by spreader, but excludes use of chemical pesticides and rodenticides, as application of these chemicals is not consistent with the District's mission of conservation and preservation of local wildlife species, with the exception of a single early-spring granular application of "GrubEx" applied in accordance with product labeling to the athletic field turf areas. No chemicals may be applied by a sprayer which could impact surrounding flora and vegetation. Licensee shall also not make any structural improvements and/or changes to the District's property without the prior express written consent of the District. All completed improvements to the athletic field shall be considered District property.

**Additionally, Licensee shall cleanup/pick-up and properly dispose of all trash and debris from the Licensed Area following each Licensed Use.**

Licensee may contract out maintenance of the infields and outfields provided that any contractor engaged by the Licensee for such purpose, or any subcontractor of such contractor, complies with the insurance and indemnification requirements contained herein.

Licensee may contract out for the improvement of the Hoover Ball Field grounds and facilities, at the Licensee's direct cost for said improvements, provided that all such improvements have been presented, reviewed, and approved by the District's Board of Commissioners.

Licensee shall have the following clauses placed within any contracts with Contractors who will be tasked with activities in the License Area:

- a. Contractor shall indemnify, hold harmless and defend with counsel of the Kendall County Forest Preserve District's (the "KCFPD") own choosing, the KCFPD, its officials, officers, employees, including their past, present, and future Commissioners, elected officials and agents from and against all liability, claims, suits, demands, proceedings and actions, including costs, reasonable fees and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property (collectively, "Claims"), to the extent such Claims result from the performance of this contract by Contractor or those Claims are due to any negligent, intentional, or willful acts, errors, omissions or misconduct of Contractor in its performance under this Agreement. Nothing contained herein shall be construed as prohibiting the KCFPD, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Indemnification obligations shall survive the termination of this Agreement.
  
- b. Contractor will obtain and continue in force, during the term of this Agreement, all insurance as set forth below. Each insurance policy shall not be cancelled or changed without thirty (30) days prior written notice, given by the insurance carrier to the Kendall County Forest Preserve District ("KCFPD"). Before starting work hereunder, Contractor shall deposit with the KCFPD certificates evidencing the insurance it is to provide hereunder: (a) Worker's Compensation and Occupational Disease Disability insurance, in compliance with the laws of the jurisdiction where the work is being performed, (b) Employer's comprehensive general liability insurance for both personal injury and property damage in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 aggregate per project, (c) Comprehensive business automobile liability insurance in the minimum amount of \$1,000,000 combined single limit, (d) Minimum umbrella occurrence insurance of \$5,000,000 per occurrence and \$5,000,000 aggregate, (e) and if Professional Services shall be contracted for, Professional liability insurance in the minimum amount of \$1,000,000 combined single limit. The KCFPD shall be named as an Additional Insured on a Primary and Non-Contributory basis with respect to all liability coverage. Further, all liability and workers' compensation policies must include a waiver of subrogation in favor of the KCFPD. The KCFPD shall also be designated as the certificate holder. The KCFPD's or Yorkville Athletic Association NFP's failure to demand such certificate of insurance shall not act as a waiver of Contractor's obligation to maintain the insurance required under this Agreement. The insurance required under this Agreement does not represent that coverage and limits will necessarily be adequate to protect Contractor, nor be deemed as a limitation on Contractor's liability to the KCFPD in this Agreement.

Contractor will also obtain Insurance against damage or destruction to the District's property and all Property, whether or not owned by the District; that is located at the site of the work, providing "all risk" peril coverage, in the amount of 100% of replacement costs (collectively "All Risk Insurance"). Such insurance shall have an agreed amount endorsement if available.

All policies of insurance required hereunder shall be written by carriers which possess an A- policyholders rating or better and a minimum Class VII financial size category as listed at the time of issuance by A.M. Best Insurance Reports (the aforesaid rating classifications to be adjusted if and to the extent that Best adjusts its rating categories).

At the request of the Licensee, the District will consider reducing insurance and liability coverage limits for Licensee contractors. Licensee shall submit written requests specifically outlining the work to be performed and available insurance coverage limits to the District at least forty-five (45) days in advance of the work to be performed in order to provide sufficient time for the District to consider and approve or deny the Licensee's request. At least thirty (30) days prior to the beginning of any such contract or subcontract work on the License Area, Licensee shall submit to the District a list of all persons or entities who will provide maintenance services on behalf of the Licensee ("Maintenance Contractors") together with their certificates of insurance demonstrating compliance with the insurance requirements set forth above. The District may require, but is not obligated to provide, its approval of Maintenance Contractors prior to the services being rendered, and if required such approval shall not be unreasonably withheld or delayed.

Prior to performing maintenance on the Licensed Areas, Licensee shall provide to the District in writing the name, address, telephone number and email address of the Contractor hired to complete any maintenance work and that of the Licensee's authorized representative(s) who will have authority to make decisions and take actions on behalf of the Licensee, with respect to this Agreement, and Licensee's obligations hereunder, including in the event of an emergency situation requirement immediate action.

The District shall have the exclusive right to designate the route for machinery and equipment across District property and the placement of materials on District property for all such activity. District, Licensee and any above described Maintenance Contractors shall reasonably cooperate with respect to the commencement, timing and location of such activities so as not to unreasonably disturb or interfere with the District's and/or public's activities elsewhere on District property.

The Maintenance Contractors shall comply with all federal, state and local rules, regulations and licensing requirements, including without limitation licensing requirements of Kendall County, in the conduct of their business and the performance of maintenance services.

The District, at any time, for any reason and in the District's sole discretion, may require any of licensee's Maintenance Contractors, and/or subcontractors to be removed and enjoined from performing any further work on District property.

Licensee will be solely responsible for any and all storage box locks. The District shall have no liability or responsibility for the protection, safety or condition of Licensee Equipment and the Licensee hereby waives and all claims against the District in regard to the same.

Licensee shall immediately advise the District of any damage to any District property, including District facilities within the License Area, after each and every use of the License Area by the Licensee. Any holes or low spots within the infields and outfields shall be promptly filled in by the Licensee or Licensee's maintenance contractors as part of the Licensee's maintenance functions.

The District shall assume no liability or responsibility for property lost or stolen on District property, or for personal injuries sustained on District property during Licensee's use of any District property and the Licensee hereby waives and relieves the District of any and all claims against the District in regard to the same.

## 7. Indemnification

To the extent allowable by law, Licensee shall indemnify, hold harmless and defend with counsel of the District's own choosing, the District, its officials, officers, employees, including their past, present, and future Commissioners and agents from and against all liability, claims, suits, demands, proceedings and actions, including costs, reasonable fees and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property (collectively, "Claims"), to the extent such Claims directly or indirectly result from the Licensee's usage of the License Area or those Claims are due to any negligent, intentional and/or willful acts, errors, omissions or misconduct of Licensee in its performance of the management of the subject Programs or any other activities under this License. Nothing contained herein shall be construed as prohibiting the District from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Indemnification obligations shall survive the termination of this Agreement.

To the fullest extent permitted by the laws of the State of Illinois, Licensee hereby waives any and all rights or claims Licensee may have at any time against the District, its Commissioners, officers, agents and employees for injury to or the death of any person, or for damage, destruction or loss of any property, sustained or incurred by Licensee or any person claiming by, through or under Licensee in connection with the exercise by such persons and the rights and privileges granted to Licensee hereunder, or the conduct of the Licensed Use, except to the extent that such loss, damage or destruction is caused by the willful and wanton conduct of the District or District's agents and employees. Licensee also waives any claims for any personal injury or any loss or damages caused by fire, vandalism, theft or other casualty, to or of any vehicle, equipment, merchandise or personal property on District property at any time during the License Periods.

Further, Licensee's Maintenance Contractors shall indemnify the District and at their sole expense shall provide and maintain adequate insurance as outlined in Paragraph 6. Nothing in this Agreement shall be deemed to constitute a waiver by the District of any immunity from liability which the District may now or hereafter possess under Illinois law, whether by statute, common law, or otherwise.

## 8. Provision and Maintenance of Equipment

Licensee shall provide and be responsible for the proper maintenance and upkeep of all mobile or "non-permanent" baseball and related equipment for use in the Programs, including without limitation, bats, helmets, uniforms, materials, bases, pitching rubbers, field marking materials, baseball fill, drying materials, hand tools, rakes and hoses, locks and keys ("Licensee Equipment"). Licensee shall be responsible for selecting only equipment that meets any and all safety standards and ratings applicable to such equipment. It is further understood that the District shall have no obligation to provide any of the above referenced Licensee Equipment.



## 9. Licensee's Rights and Obligations

In conducting the Licensed Use, Licensee shall adhere to all applicable County and District ordinances, rules, regulations, policies, and procedures. Licensee and all of licensee's employees, contractors, volunteers, members, agents, participants and visitors shall follow the District's General Use Ordinance whenever on District Property. (Said Ordinance is available here: [http://www.co.kendall.il.us/wp-content/uploads/FP\\_GenUseOrd.pdf](http://www.co.kendall.il.us/wp-content/uploads/FP_GenUseOrd.pdf))

Licensee shall inspect the Licensed Areas prior to executing this Agreement to determine that the License Area is reasonably suited for the use(s) contemplated by the Licensee. Thereafter, Licensee shall inspect the Licensed Areas prior to and subsequent to each use by Licensee to identify any potential safety hazards. Licensee shall take all reasonable and appropriate measures to protect all Program participants, spectators, visitors, guests, officials and any other persons reasonably anticipated to be present during, or involved in, the Licensed Use, from known safety hazards. Licensee shall promptly advise the District of any known safety hazards prior to using, or allowing its participants to use the subject License Area.

Licensee shall use the Licensed Area at its own risk. Licensee is solely responsible for any and all supervision and security services for the Programs, and acknowledges that the District shall not provide, nor shall it be obligated to provide, any security or protection in connections with the Licensees use of the License Area.

## 10. Term, Termination and Modification

The District reserves the right to alter the terms and conditions of the License, or to terminate the License after providing fourteen (14) days advance written notification if the District is cancelling the license due to no cause of Licensee. However, the District reserves the right to terminate this license agreement without notice (for "cause") due to the misconduct of the Licensee or any person associated with the Licensee or actions of those present at the Licensee's event that involve misuse, destruction, or damage to District property. Further, the District reserves the right to terminate this License Agreement without notice for purposes deemed necessary for public safety, necessary for the preservation of property, or because Licensee has breached any of its obligations under this Agreement.

**The District reserves the right to amend this agreement to include a required annual security deposit and per event grounds maintenance penalty provisions, with such deposit and penalty sums, subject to determination by the District's Board of Commissioners, for Licensee's failure to meet its obligations for trash cleanup and removal following each scheduled use.** This requirement shall only be imposed in the event that the Licensee fails to meet its obligations for trash cleanup and removal.

If the District cancels the License Agreement without cause, a prorated refund of the license fee and remaining portion of the security deposit will be refunded to the Licensee. The percentage of the prorated refund will be calculated based on the ratio of remaining days scheduled for use divided by the total number of scheduled use days within each license year as provided in Exhibit B, or subsequent negotiated use schedules.

Unless sooner terminated in accordance with the provisions of this Agreement, and subject to the survival of certain obligations as provided in this Agreement, this Agreement shall terminate for all purposes on July 30, 2021.

## 11. No Third Party Beneficiary / Joint Venture

This Agreement is entered into solely for the benefit of the District and Licensee, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entirety who is not a party to this Agreement, or to acknowledge, establish or impose any legal duty to any third party. This Agreement does not create, acknowledge, or imply a joint league, joint function, joint venture, or joint enterprise between the Licensee and District.

## 12. Liens

Licensee covenants and agrees that it will not permit or suffer any lien to be put upon, or arise or accrue against the District's Property or the License Area, in favor of any person or persons, individual or corporate, for furnishing either labor or material, for equipment supplied to or work to be performed on District property or the License Area. Licensee further covenants and agrees to hold the District, District property and the Licensed Area free from any and all liens, or rights of claims of lien, which may, or might arise or accrue under, or be based upon any mechanic's lien law, or other similar laws, of the State of Illinois, now or hereafter in force.

All contracts and agreements that may be made by Licensee, relating to the provision of labor or material for any work to be performed on the Licensed Area, shall expressly state that the interest of the District in and to the Licensed Area shall be wholly free from, and not subject to any lien or claim of any contractor, subcontractor, mechanic, materialman or laborer, whether based upon any law or regulations of the State of Illinois, or any other authority, now or hereafter in force to be enacted, and Licensee also hereby agrees and covenants that it will not enter into any contract for such work, which shall not, in express terms, contain the aforesaid provisions.

## 13. General Provisions

The indemnification provisions set forth in this Agreement and all other rights and obligations of the District and Licensee which by their terms must necessarily be exercised or performed after the termination of this Agreement or expiration of the License Period, shall survive such termination or expiration.

This Agreement shall be construed in accordance with the law and Constitution of the State of Illinois. If any provision of this Agreement is declared invalid or unenforceable, the remaining provisions shall continue in full force and effect to the fullest extent permitted by law.

The parties agree that the venue for any legal proceedings between them shall be the Circuit Court of Kendall County, Illinois, Twenty-Third Judicial Circuit, State of Illinois.

Licensee agrees to comply with all applicable federal, state and local laws and regulatory requirements and to secure such licenses as may be required for its employees and contractors and to conduct business in the state, municipality, county and location. Such obligation includes, but is not limited to, environmental laws, civil rights laws, prevailing wage and labor laws.

Any notice required or permitted to be given pursuant to this Agreement shall be duly given if sent by fax, certified mail, or courier service and received, in the case of notice to the District, Kendall County Forest Preserve District, Attention: Director, 110 West Madison Street, Yorkville, Illinois, 60560, fax (630) 553-4023 with copy sent to: Kendall County State's Attorney, 807 John

Street, Yorkville, Illinois, 60560, fax (630) 553-4204. And, in the case of Licensee, to: Yorkville Athletic Association (Yorkville Fury), 1089 Stillwater Court, Yorkville, IL 60560. Neither party shall assign, sublet, sell, or transfer its interest in this Agreement without the prior written consent of the other.

No waiver by the District of any default of Licensee shall be implied from any omission by the District to take any action on account of such default if such default persists or be repeated., and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated.

Headings of sections are for convenience only and do not limit or construe the contents of the sections.

This Agreement represents the entire and integrated Agreement between the District and Licensee and supersedes all prior written and/or oral negotiations, representations or agreements between the District and Licensee. To be valid, any amendment or modification to this Agreement must be in writing, dated a date subsequent to the date of this Agreement, and signed by both parties.

Licensee, its officers, employees, and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations.

The parties each hereby warrant and represent that their respective signatures set forth below have been and are on the date of this Agreement duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.

IN WITNESS WHEREOF, the District and the Licensee has caused this Agreement to be executed by a duly authorized officer thereof as of the date first above written.

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

Judy Gilmour, President  
Kendall County Forest Preserve District

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

Michael Klimavicius, President  
Yorkville Athletic Association (Yorkville Fury)

**To: Kendall County Forest Preserve District Operations Committee**

**From: David Guritz, Director**

**RE: Sunrise Center North – 3-Year License Agreement Renewal**

**Date: August 1, 2018**

**The District has received a request from Sunrise Center North requesting renewal of the 3-year license agreement.**

**Overall management of the license agreement responsibilities, shared facility use, shared herd management and care, and program exchanges, has been very positive.**

**The draft agreement proposes maintaining the current \$1,600 per month license fee for a full three-year term, with no other significant changes to the license agreement.**

**Recommendation:**

**Following discussion and directions, consider a motion to forward the Sunrise Center North license agreement to the Committee of the Whole for consideration.**

ORDINANCE NO. 18-XX-XXX

**AUTHORIZING THE EXECUTION OF A LICENSE AGREEMENT BETWEEN THE KENDALL COUNTY FOREST PRESERVE DISTRICT AND SUNRISE CENTER, INC. – SUNRISE CENTER NORTH 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 Sunrise Center, Inc. - Sunrise Center North's ("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 Center, Inc. –

**DRAFT FOR OPERATIONS COMMITTEE REVIEW : 8-1-18**

**Sunrise Center North, to the attention of Kris Mondrella, 23061 South Thomas Dillon Drive, Channahon, IL 60410.**

**PASSED AND APPROVED by the President and Board of Commissioners of the Kendall County Forest Preserve District this \_\_ day of September, 2018.**

**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 CENTER, INC. – SUNRISE CENTER NORTH, 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 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 four of eight 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 discounted use of the Ellis House and Event Tent 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 (December 1, 2018 to December 31, 2021) LICENSEE shall pay the DISTRICT a monthly license fee of one thousand six hundred dollars (\$1,600.00) 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 thirty two (37) months commencing from December 1, 2018 and ending upon December 31, 2021. 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 original term. This Agreement and terms, including annual License fees, will be reviewed on an annual basis, 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.



**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 four 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, 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.

**2.08 Improvements:** LICENSEE may, at its expense, make or construct or cause to be constructed, alterations, repairs or other improvements to the LICENSED PREMISES, provided written approval is first obtained from the DISTRICT'S Board of Commissioners. Absent a written agreement to the

contrary, LICENSEE shall not be entitled to reimbursement of the value of any improvements made to the LICENSED PREMISES.

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

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

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

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

2.13 Fixtures: LICENSEE shall not install any fixtures on the LICENSED PREMISES without the written approval of the DISTRICT'S Executive Director. As used in this Agreement, "fixture" means any item or article which is permanently attached to the LICENSED PREMISES, or which is attached in such a manner that its removal would result in substantial damage to the LICENSED PREMISES. All fixtures installed by LICENSEE shall become the property of the DISTRICT. LICENSEE shall not be entitled to reimbursement for the value of any fixture installed on the LICENSED PREMISES.

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

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

### **3.00 LICENSEE RESPONSIBILITIES**

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

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

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

In the event the DISTRICT terminates this Agreement as a result of default by LICENSEE, the DISTRICT may retain such fixtures, equipment, or other implements on the LICENSED PREMISES as is necessary, in the DISTRICT'S discretion, to mitigate any damages caused by the LICENSEE, and such fixture, equipment or implements shall become the property of the DISTRICT. If the DISTRICT elects not to retain any fixtures, equipment or implements, LICENSEE

shall remove same from the LICENSED PREMISES within 30 days after the DISTRICT serves written notice of said election. If LICENSEE fails to remove its trade fixtures, equipment, and implements within the 30-day period, all right, title, and interest in and to such fixtures, equipment, and implements shall vest in the DISTRICT. In addition, the DISTRICT may charge LICENSEE for the cost of removing any fixtures, equipment, implements or other items from the LICENSED PREMISES.

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

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

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

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

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

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

**3.09 Promotion:** LICENSEE shall be responsible for promoting the LICENSEE'S programs to the general public. The DISTRICT and LICENSEE will support opportunities to cross-promote services including, but not limited to website content and information linkages, electronic newsletter features, annual reports, newspaper media, and social medial channels. The DISTRICT and LICENSEE will support joint opportunities to raise funds needed for operations and capital improvements, with fundraising plans subject to approval by both the DISTRICT'S Board of Commissioners and LICENSEE'S Board of Trustees.

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

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

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

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

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

The books and records maintained shall consist of:

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

LICENSEE also shall provide the DISTRICT with an annual accounting report or audit. This report shall be furnished in a timely and businesslike manner, and shall include a management letter delivered to the DISTRICT'S Executive Director. All records and systems shall be available to the DISTRICT for inspection at any time during the term of the Agreement.

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

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

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

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

**3.18** Payment of Taxes: The rights granted herein to the LICENSEE may be subject to real property or leasehold taxation or other assessment and the DISTRICT makes no claims as to the tax status of the Subject Property. As required by 35 ILCS 200/15-15 of the Illinois Property Tax Code, the DISTRICT will

file a copy of the Agreement and a complete description of the LICENSED PREMISES with the assessment officer. In the event the LICENSED PREMISES should be assessed and taxed pursuant to 35 ILCS 200/15-15, at any time during the term of this License, it shall be the obligation of the LICENSEE to pay such taxes as are incurred during that term. At the termination of this Agreement, LICENSEE shall pay all taxes incurred, though not yet due and owing. Any such taxes shall be prorated to parallel the License term. LICENSEE shall pay, before delinquency, all taxes, assessments, fees or charges which at any time may be levied by the state, county or tax or other assessment-levying body upon the LICENSED PREMISES or LICENSEE'S rights therein.

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

#### 4.00 DISTRICT RIGHTS

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

4.02 District Improvements: The DISTRICT may construct additions, alterations, repairs, or other improvements to the LICENSED PREMISES, in which case LICENSEE shall cooperate with the DISTRICT as required under Section 5.02. In making the improvements, the DISTRICT will make every reasonable effort to avoid unnecessary destruction of or injury to the trees, shrubs, turf, buildings, or other landscaping on the LICENSED PREMISES. In the event construction of a particular improvement materially interferes with the operation of the LICENSED PREMISES or LICENSEE programs, as determined by the DISTRICT, LICENSEE shall suspend Licensed operations and vacate the premises, but the terms of the Agreement shall continue in full force and effect, with the exception that the LICENSEE shall not be required to pay the license fee during the suspension period. LICENSEE shall resume full and complete operation



of the LICENSEE programs within 14-days following written notice from the DISTRICT'S Executive Director that the LICENSED PREMISES are free of construction debris and in operable condition.

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

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

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

## **5.00 DISTRICT OBLIGATIONS**

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

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

or implements installed or stored by the LICENSEE. The DISTRICT shall maintain the grounds of the Ellis House and Equestrian Center.

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

## **6.00 HOLD HARMLESS AND INDEMNIFICATION**

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

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

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

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

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

1978. Regardless, the LICENSEE and the DISTRICT shall use best practices for safe repairs and other improvements to the LICENSED PREMISES.

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

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

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

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

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

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

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

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

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

#### **8.00 INSURANCE**

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

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

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

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

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

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

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

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

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

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

## **9.00 TRANSFERS**

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

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

## **10.00 DISCRIMINATION PROHIBITED**

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

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

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

## **11.00 TERMINATION**

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

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

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

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

## **12.00 EVENTS OF DEFAULT**

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

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

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

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

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

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

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



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

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

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

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

### **13.00**      **SURRENDER**

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

#### **14.00 INTERPRETATION**

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

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

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

#### **16.00 ENFORCEMENT**

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

#### **17.00 ATTORNEY FEES AND COSTS**

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

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

#### **18.00 DISTRICT LIAISON**

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

#### **19.00 NOTICES**

19.01 Mailing Requirements: All notices required to be given under the terms of this Agreement or any applicable law shall be served either (a) personally during regular business hours; (b) by facsimile during regular business hours; or (c) by certified or registered mail, return receipt requested, placed in a sealed envelope with postage prepaid and deposited in the United States mail. Notices served upon the DISTRICT shall be addressed to the Executive Director, Forest Preserve District of Kendall County, 110 W. Madison Street, Yorkville, IL 60560, with copy sent to: Kendall County State's Attorney, 807 John Street, Yorkville, Illinois, 60560, fax (630) 553-4204, or such other place as may be designated in writing by the Executive Director. Notices served upon the LICENSEE shall be addressed to the Sunrise Center, Inc., - Sunrise Center North 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. All other agreements, promises and representations with respect thereto are expressly revoked, as it has been the intention of the parties to provide for a complete integration within the provisions of this document and the exhibits attached hereto.

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

**25.00 CHOICE OF LAW AND VENUE:** This Agreement shall be construed in accordance with the law and Constitution of the State of Illinois and if any provision is invalid for any reason such invalidations shall not render invalid other provisions which can be given effect without the invalid provision. The parties agree that the venue for any legal proceedings between them shall be the Circuit Court of Kendall County, Illinois, Twenty-Third Judicial Circuit, State of Illinois.

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

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

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the \_\_\_ day of September, 2018.

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

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

By: \_\_\_\_\_  
Judy Gilmour, President

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

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

Attest: \_\_\_\_\_  
Elizabeth Flowers, Secretary

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

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

### **Section III – Unlawful Construction, Maintenance or Encroachment:**

- a. Erect, construct, install, or place any structure, building, shed, fences, machinery, equipment, or apparatus of any type, or stockpile, store or place any organic or inorganic material used for construction of such items on, below, over or across a Preserve without prior Written Permission from the District and then only in accordance with the terms and conditions set forth in a valid License, Easement or Contract agreement.
- b. Perform or cause to be performed any mowing, trimming, cutting, or grooming of District lands, or perform any singular grounds maintenance for any purpose, or in any like manner encroach onto District property from privately or publicly owned lands without Written Permission from the Director; or
- c. Place, stockpile or store any gravel, stone, dirt, sand, wood, lumber or any other organic or inorganic material on District property.

### **Section IV – Drug or Alcohol Use:**

For the purpose of this section, the words or terms used shall have the following meaning:

- a-1. "Cannabis" shall have the meaning ascribed to it in Section 3 of the Illinois Cannabis Control Act.
- a-2. "Controlled Substance" shall have the meaning ascribed to it in Section 102 of the Illinois Controlled Substance Act.
- b. Possess, bring into, or use any Controlled Substance or Cannabis or any derivative thereof;
- c. Possess, produce, plant, cultivate, tend or harvest the Cannabis sativa plant;
- d. Possess, bring into, or consume any alcoholic beverages on District property or any facility thereof, with the following exceptions:

Alcoholic beverages may be consumed at Ellis House at Baker Woods Forest Preserve, and Meadowhawk Lodge at Hoover Forest Preserve within 250 feet of these buildings as part of an approved facility rental agreement, which includes the service of prepared meals, with the service of alcohol exclusively controlled by:

1. A catering business enrolled in the Kendall County Forest Preserve District's Preferred Caterers Program that possesses a current Class I license in accordance with the Kendall County Liquor Control Ordinance;
2. A not for profit corporation or organization that possesses a current Class G or Class J license in accordance with the Kendall County Liquor Control Ordinance;

## **Section XI – Pyrotechnics:**

Set off or attempt to set off or ignite any firecrackers, fireworks, smoke bombs, rockets, black powder guns or other pyrotechnics.

## **Section XII – Illinois Compiled Statutes Violation:**

Do or cause to be done any act in violation of: the Illinois Criminal Code of 1961 as amended, the Illinois Cannabis and Controlled Substances Acts of 1971 as amended, the Illinois Dram Shops Acts as amended, or any applicable Illinois Compiled Statutes as amended while in or on any property administered by or under the jurisdiction of the District.

## **CHAPTER SEVEN – ENFORCEMENT**

### **Section I – Police:**

All Police, Deputy, Sheriff, State Policeman or any other duly sworn peace officer has the power and is authorized to arrest, with or without process, any persons found in the act of violating any Ordinance of the District or law of the State of Illinois.

### **Section II – Two Penalties – One Judgment:**

In all cases where the same offense shall be made punishable or shall be created by different clauses or sections or this or any other ordinance or statute, a duly sworn peace officer or person prosecuting an offender may elect under which to proceed, but not more than one judgment shall be entered against the same person for the same offense.

### **Section III – Fines and Penalties:**

Any person found guilty of violating any provision of this Ordinance shall be fined an amount not less than \$75.00 but not more than \$500.00 for each offense.

### **Section IV – Authority of Other Agencies:**

Nothing in this Ordinance shall be construed to prevent other officers from carrying out their sworn duties within the territories of the District as defined by applicable laws of the State of Illinois and the United States or Ordinances of Kendall County, Illinois or in accord with any Policing Agreement approved by the Board.

### **Section V – Permits and Designated Areas – Authority:**

To carry out the terms of this Ordinance, the Director or his designee is hereby given authority to issue Permits, Post notices or take other action as called for herein, subject to the guidelines set forth.

- a. The Director shall have the authority to close Preserves, or parts thereof, in the interest of public health, safety or general welfare or in order to protect the natural resources from unreasonable harm; to promulgate and issue Permits where required by this Ordinance; and to collect such fees as established by the District in accordance with the following guidelines:

## Ellis House Horse Programs Report

**Reported on: August 1, 2018**

**Lessons:** Averaging 45-50 Lessons per week;

25% Lead Line Lessons / 65% Private Lessons / 10% Semi-Private (Approximately)

**Birthday Parties / Scout Outings / Tours / etc.:**

MAY – 5

JUNE – 6

JULY – 5

**PNA CAMP 7/10 & 7/12 9am-4pm:**

88 Kids @ \$35 each = \$3,080.00

Staffing - \$1,110.00

Benefits (est.) - \$122.27

Supplies - \$300.00

Profit (approximate) +1,547.73

### PNA STAFFING:

**Nicole** \$13 x 16 hrs = \$208  
+ additional time spent organizing and preparing for camp (approx. 10 hours = \$130)

**Kris** \$12 x 16 hrs = \$192

**Michelle** \$10 x 16 hrs = \$160  
+ additional hours making t-shirts (approx.. 10 hrs = \$100)

**Alli** \$10 x 16 hrs = \$160

**Gracie** \$10 x 16 hrs = \$160

**TOTAL: \$1,110**

### **COMPARING JULY '17 to JULY '18:**

	Jul-17	Jul-18
<b>Lessons</b>	15-20/week	45-50/week
<b>Parties</b>	2	5

Overall, comparing where we were last year, to where we are this year, we have shown great progress in building our numbers in all aspects on the Equine Programs at EHEC. I think that this is a result of being efficient with replying to clients and scheduling and the group of staff members that we currently have.

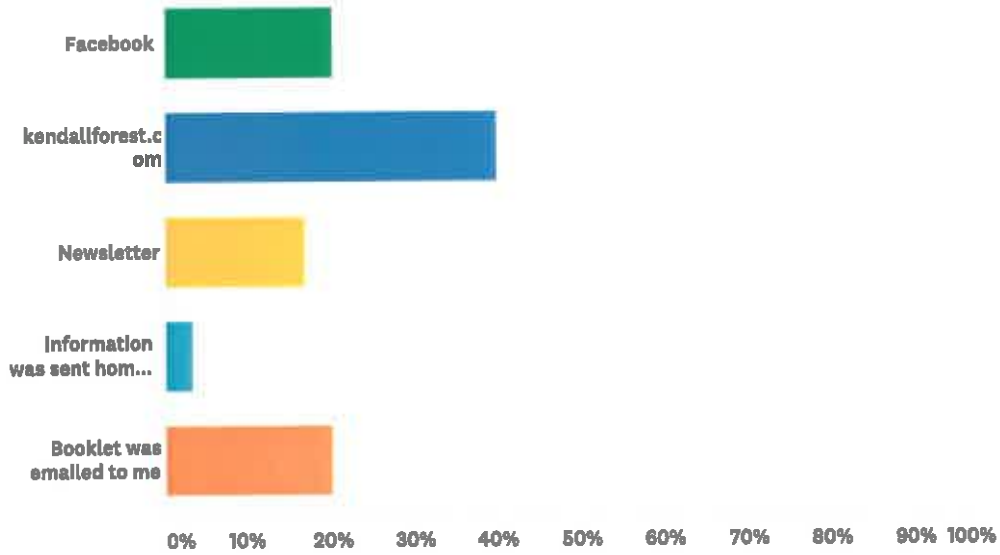
**-Nicole Norton, Equine Program Coordinator**



Event Date	Anticipated Rental Payment	Rental Payment - Pending	Total Rental Amount Paid	Security Deposit	Security Dep. Paid/Ret'd	Notes / Due Dates
<b>Weddings / Receptions - 2018</b>						
Rogers/Ornstein 30-Jun-18	\$3,700.00	\$0.00	\$4,330.00	\$1,000.00	1-Feb-17	PAID
May 14-Jul-18	\$3,800.00	\$0.00	\$4,430.25	\$1,000.00	20-Jan-18	PAID
Schroeck/Carson 11-Aug-18	\$3,800.00	\$0.00	\$3,800.00	\$1,000.00	23-Oct-17	PAID
Doyle/Davis 1-Sep-18	\$220.00	\$0.00	\$220.00	\$110.00	12-Jul-17	Rehearsal Dinner PAID
Doyle/Davis 2-Sep-18	\$3,700.00	\$0.00	\$3,700.00	\$1,000.00	12-Jul-17	PAID
Swenson 8-Sep-18	\$3,800.00	\$2,000.00	\$1,800.00	\$1,000.00	1-Feb-18	August 8
Garrington/Wuerstle 15-Sep-18	\$3,800.00	\$1,900.00	\$1,900.00	\$1,000.00	25-May-18	August 15
Reichert/Fredericks 22-Sep-18	\$4,200.00	\$4,200.00	\$0.00	\$1,000.00	11-Sep-17	1st pymt due 3/22/18
Hines/Carlson 29-Sep-18	\$3,800.00	\$0.00	\$4,300.00	\$1,000.00	15-Nov-17	PAID
Walker/Presnak 6-Oct-18	\$3,800.00	\$0.00	\$3,800.00	\$1,000.00	6-Dec-17	PAID
Kempiak/Bessler 13-Oct-18	\$3,800.00	\$1,900.00	\$1,900.00	\$1,000.00	21-Dec-17	September 13
Stilwell/Bogdan 20-Oct-18	\$3,800.00	\$1,900.00	\$1,900.00	\$1,000.00	25-Jul-18	September 20
<b>2018 Total</b>	<b>\$42,220.00</b>	<b>\$11,900.00</b>	<b>\$32,080.25</b>	<b>\$11,110.00</b>		
<b>Weddings / Receptions - 2019</b>						
Kane/Stewart 21-Jun-19	\$3,500.00	\$3,500.00		\$1,000.00	6-Apr-18	December 21, 2018
Wisman/Residori 27-Jul-19	\$520.00	\$520.00		\$260.00	22-Jun-18	January 27, 2019
<b>2019 Total</b>	<b>\$4,020.00</b>	<b>\$4,020.00</b>	<b>\$0.00</b>	<b>\$1,260.00</b>		

# Q1 How did you hear about the camp your child attended?

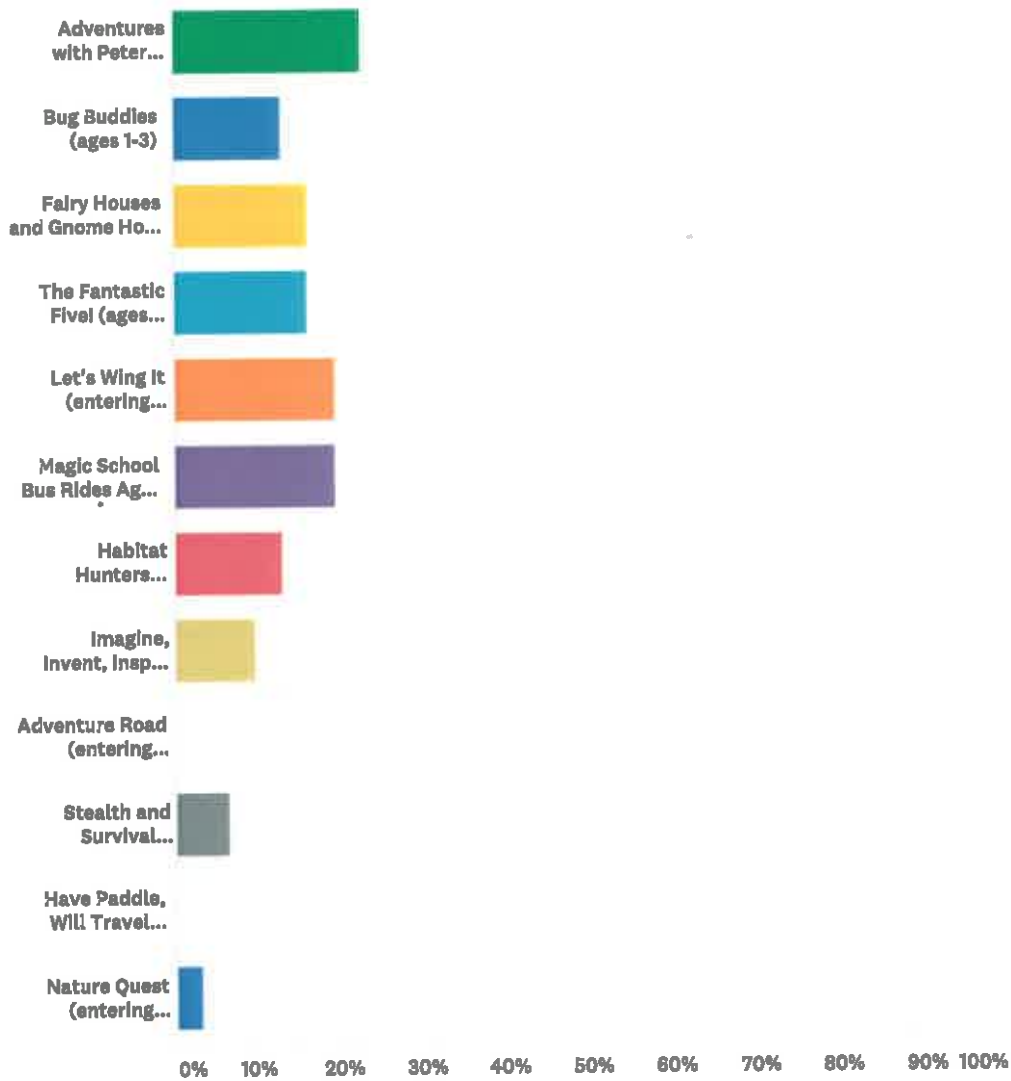
Answered: 30 Skipped: 1



ANSWER CHOICES	RESPONSES	
Facebook	20.00%	6
kendallforest.com	40.00%	12
Newsletter	16.67%	5
Information was sent home from school	3.33%	1
Booklet was emailed to me	20.00%	6
TOTAL		30

## Q2 What camp(s) did your child(ren) attend?

Answered: 31 Skipped: 0



**ANSWER CHOICES**

**RESPONSES**

ANSWER CHOICES	RESPONSES	
Adventures with Peter Rabbit (ages 1-3)	22.58%	7
Bug Buddies (ages 1-3)	12.90%	4
Fairy Houses and Gnome Homes (ages 4- entering kindergarten)	16.13%	5
The Fantastic Five! (ages 4-entering kindergarten)	16.13%	5
Let's Wing It (entering grades 1-2)	19.35%	6
Magic School Bus Rides Again (entering grades 1-2)	19.35%	6
Habitat Hunters (entering grades 3-4)	12.90%	4
Imagine, Invent, Inspire (entering grades 3-4)	9.68%	3

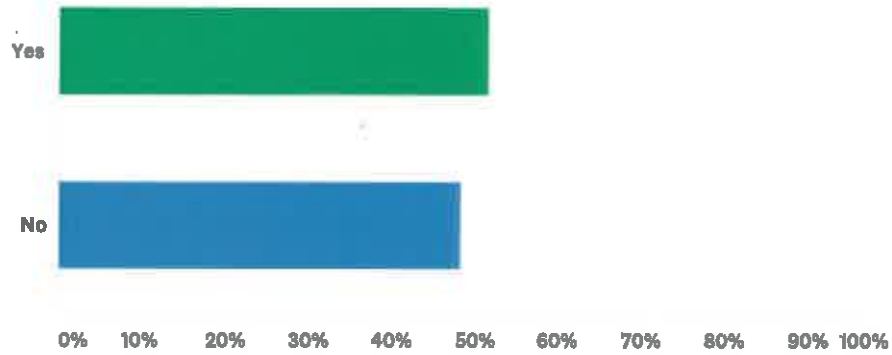
## KCFPD 2018 Summer Camp Survey

SurveyMonkey

Adventure Road (entering grades 5-6)	0.00%	0
Stealth and Survival (entering grades 5-6)	6.45%	2
Have Paddle, Will Travel (entering grades 5-6)	0.00%	0
Nature Quest (entering grades 7-9)	3.23%	1
Total Respondents: 31		

### Q3 Was this first time your child has attended one of our summer camps?

Answered: 31 Skipped: 0



**ANSWER CHOICES**

Yes

No

**TOTAL**

**RESPONSES**

51.61%

48.39%

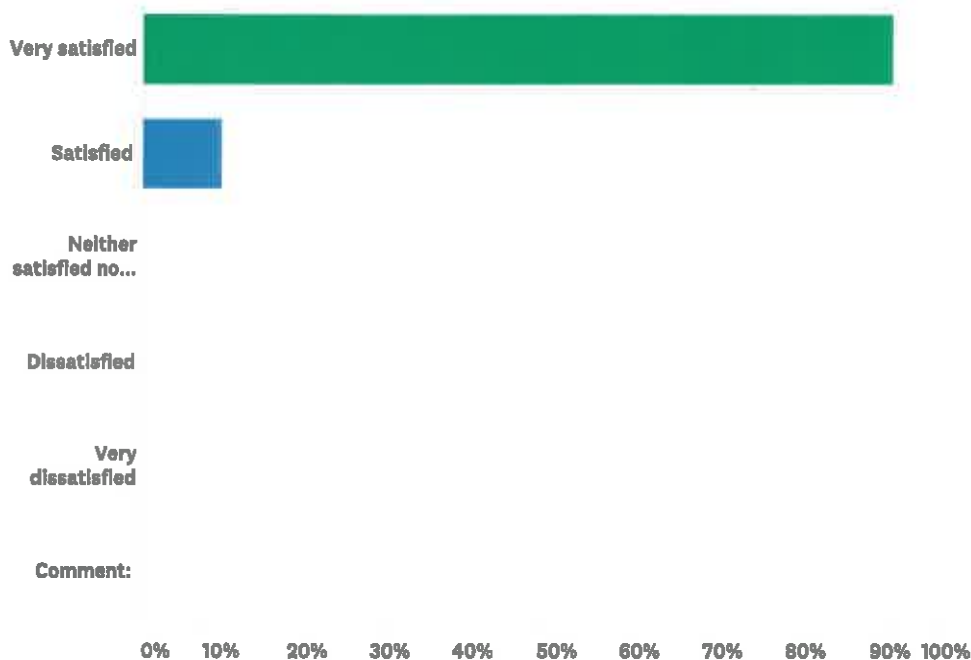
16

15

31

### Q4 How satisfied were you and your child(ren) with the camp?

Answered: 31 Skipped: 0

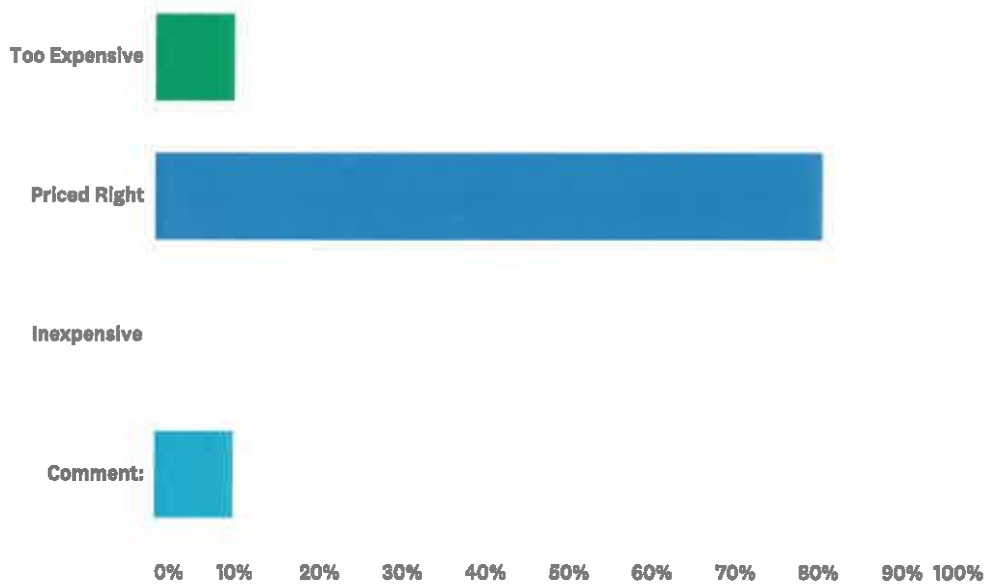


ANSWER CHOICES	RESPONSES	
Very satisfied	90.32%	28
Satisfied	9.68%	3
Neither satisfied nor dissatisfied	0.00%	0
Dissatisfied	0.00%	0
Very dissatisfied	0.00%	0
Comment:	0.00%	0
<b>TOTAL</b>		<b>31</b>

#	COMMENT:	DATE
	There are no responses.	

### Q5 Do you feel the camp fees were reasonably priced?

Answered: 31 Skipped: 0

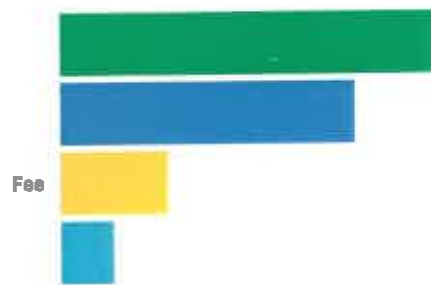
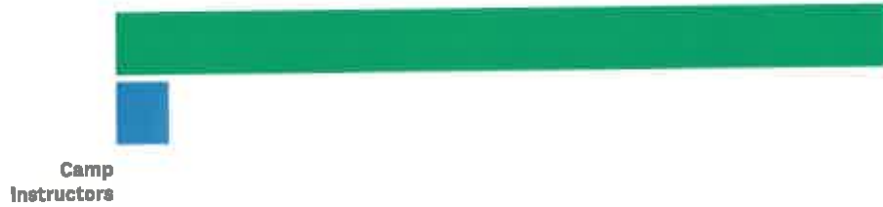


ANSWER CHOICES	RESPONSES	
Too Expensive	9.68%	3
Priced Right	80.65%	25
Inexpensive	0.00%	0
Comment:	9.68%	3
<b>TOTAL</b>		<b>31</b>

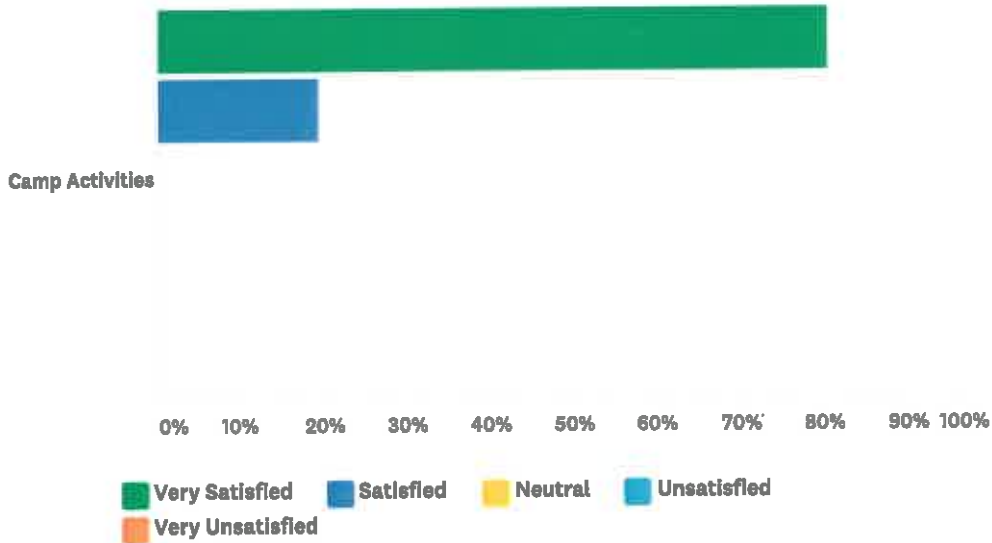
#	COMMENT:	DATE
1	I thought they were priced well, but I have heard complaints from others that they are priced too high.	7/31/2018 6:31 AM
2	Price is right for one child but becomes too expensive with multiple children	6/23/2018 3:49 AM
3	A Bit High comparable full day camps are around \$150 per week	6/16/2018 8:12 AM

### Q6 Please answer the following about the camp your child attended

Answered: 31 Skipped: 0







	VERY SATISFIED	SATISFIED	NEUTRAL	UNSATISFIED	VERY UNSATISFIED	TOTAL
Camp Instructors	93.55% 29	6.45% 2	0.00% 0	0.00% 0	0.00% 0	31
Length of Camp	83.87% 26	12.90% 4	0.00% 0	3.23% 1	0.00% 0	31
Location	96.77% 30	3.23% 1	0.00% 0	0.00% 0	0.00% 0	31
Fee	45.16% 14	35.48% 11	12.90% 4	6.45% 2	0.00% 0	31
Camp Activities	80.65% 25	19.35% 6	0.00% 0	0.00% 0	0.00% 0	31

#	COMMENT:	DATE
1	My kids and I love these camps! The instructors are wonderful and the content is excellent!	7/31/2018 6:31 AM
2	The only issue I had was when the 1-2 grade camp had a different end time than the 3-4 grade camp. This made logistics of picking up/work schedule difficult, and may hinder ability to register for camps in the future if they have divergent schedules.	7/30/2018 12:59 PM
3	Emily and Kimberly were fantastic, and my boys loved Bug camp! We're looking forward to signing up again!	7/27/2018 4:58 PM
4	Great Job!	7/27/2018 2:35 PM
5	Great Job!	7/27/2018 2:35 PM
6	April and Kimberly were fantastic! Well planned and fun activities. Thank you!!! Great Job	7/23/2018 9:22 AM
7	The girls loved every minute and wished camps lasted all summer. The photos on the last day were a special touch.	7/20/2018 7:45 PM
8	For the price, it should have been a 8-4 camp.	7/20/2018 6:16 PM
9	Sibling discount?	6/23/2018 3:49 AM
10	My son absolutely LOVED his instructors and camp. He wish it went longer and for more than 1 week.	6/22/2018 4:13 PM

**KCFPD 2018 Summer Camp Survey**

**SurveyMonkey**

- 11 Full days should run longer.
- 12 Loved Camp
- 13 My daughter was so excited to go every day. Thank you!

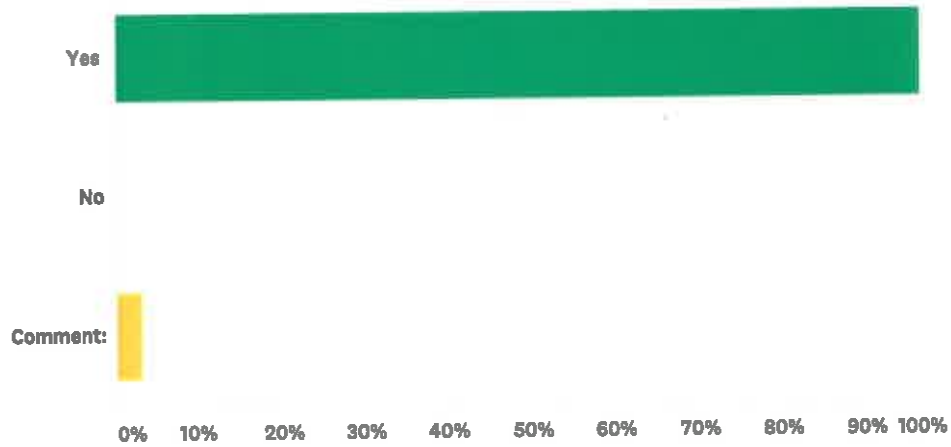
6/19/2018 11:29 PM

6/19/2018 8:48 AM

6/16/2018 8:36 AM

### Q7 Would you sign your child(ren) up for camp next summer?

Answered: 31 Skipped: 0



**ANSWER CHOICES**

**RESPONSES**

Yes	96.77%	30
No	0.00%	0
Comment:	3.23%	1
<b>TOTAL</b>		<b>31</b>

#	COMMENT:	DATE
1	Possibly	7/20/2018 6:16 PM

## Q8 What other types of camps/programs would you like us to offer to the community?

Answered: 17 Skipped: 14

#	RESPONSES	DATE
1	Anything about animals	7/31/2018 8:22 AM
2	We love all of the programs! The only thing I would suggest is bringing back Fall Fest; we really enjoyed it!	7/31/2018 6:31 AM
3	Nature study, dinosaurs, creek walk, animal/plant identification	7/27/2018 4:58 PM
4	Not sure at this time.	7/27/2018 2:35 PM
5	Not sure at this time.	7/27/2018 2:35 PM
6	I have always liked your offering.	7/23/2018 9:22 AM
7	Maybe a family overnight with identifying wildlife and plants native to the area?	7/20/2018 7:45 PM
8	Some type of family clean up day so we could pick up trash in the forest preserves.	7/16/2018 3:55 PM
9	Just more programs for the younger kids, like age 3, just on more topics.	6/24/2018 2:24 PM
10	Summer morning programs w topics focusing on specific animals where kids could meet the animal	6/23/2018 8:13 PM
11	I would love for you to expand your preschool program, as it is so popular. It would also be great if it was five days a week!	6/23/2018 7:24 AM
12	Exactly what you have now	6/23/2018 3:49 AM
13	Potentially a mom and me or dad and me class (ideally for ages 2-6)	6/22/2018 11:34 PM
14	I'm not sure if your programming throughout the school year, but I am hopeful that there will be evening and weekend activities. As a working parent, I'd love for my children to continue attending programs throughout the year, but they have limited ability to do so throughout the year since they are in daycare during the day.	6/22/2018 3:38 PM
15	Our kids like the hands on science component (Ex. taking water samples)	6/19/2018 11:29 PM
16	drumming for children	6/19/2018 8:48 AM
17	Would love more options during the school year. We used to do the one Friday a month but now that the boys are in full day school, we can't make it. But we have loved all the programs and Camps that the Kendall Team offers! Thanks!	6/15/2018 3:53 PM

# Kendall County Forest Preserve District Fall 2018 Children's Program Series

## **\*NEW Program Series\***

### **Outdoor Explorers— Ages 6-10**

Outdoor Explorers is a program geared for 6-10 year olds. Each month we will explore a different theme as we hike, create crafts, meet animals, play games, and make new friends!

**Ages:** 6-10 years old plus caregiver

**Location:** Hoover Forest Preserve  
Eagle's Nest Pavilion

**Time:** 4:30-5:30 pm

**Price:** \$5 per child

### **September 11— Web Weavers**

**Register by September 7**

### **October 9— Fabulous Fall**

**Register by October 5**

### **November 13— Survival Skills**

**Register by November 9**

## **Toddling Naturalist**

Toddling Naturalist is a program geared for 1-3 year olds. We will explore the natural world through a variety of activities. Each monthly program includes a combination of nature hikes, stories, songs, games, or crafts.

**Ages:** 1-3 years old plus caregiver

**Location:** Hoover Forest Preserve  
Eagle's Nest Pavilion

**Time:** 10-11 am

**Price:** \$5 per child

### **September 19— Stripes and Spots**

**Register by September 17**

### **October 17— Fabulous Fall**

**Register by October 15**

### **November 14— Blast from the Past**

**Register by November 12**

## **Babes in the Woods**

Babes in the Woods is a hour-long program for 4-6 year olds. Children will discover the wonders of nature through stories, nature hikes, crafts, songs, or games. Every month we will explore a different theme.

**Ages:** 4-6 years old plus caregiver

**Location:** Hoover Forest Preserve  
Eagle's Nest Pavilion

**Time:** 1-2 pm

**Price:** \$5 per child

### **September 21— Stripes and Spots**

**Register by September 19**

### **October 19— Fabulous Fall**

**Register by October 17**

### **November 16— Blast from the Past**

**Register by November 14**

### **To register and pay\* for a program:**

Call 630-553-4025 or email  
rantrim@co.kendall.il.us

\*Payment required at time of registration

### **For additional information on a program:**

Call 630-553-2292  
or email  
edombrowski@co.kendall.il.us

\*If a class does not meet its minimum enrollment, it will be cancelled at least two days prior to the event. Early registration prevents cancelled classes!





# Kendall County Forest Preserve District

## Fall 2018 Family and Adult Programs

### Family Programs

#### September 15– Fun at the Pond

Join us at Harris Forest Preserve for a family fun hike and explore a pond for wildlife. We will look for many types of wildlife that call the pond home. Please bring waterproof shoes and clothes you don't mind getting wet and dirty.

**Ages:** All Ages

**Location:** Harris Forest Preserve– Shelter 1

**Time:** 10-11:30 am

**Price:** \$5 per person

**Register by September 13**

#### October 20- Creatures of the Night

“Creatures of the Night” combines the make-believe, fun of Halloween with the beauty of nighttime nature to create an event that is fun for the whole family.

**Ages:** All Ages

**Location:** Hoover Forest Preserve  
Eagle's Nest Pavilion

**Time:** 5:30-7 pm

**Price:** \$5 per person

**Register by October 18**

#### November 17- Turkey Talk

Bring the whole family and come talk turkey just in time for Thanksgiving. Learn cool turkey facts, tales and songs. We will make a craft and read a story!

**Ages:** All Ages

**Location:** Hoover Forest Preserve  
Meadowhawk Lodge

**Time:** 1-3 pm

**Price:** \$5 per person

**Register by November 15**

**To register and pay\* for a program:**

Call 630-553-4025 or email  
rantrim@co.kendall.il.us

\*Payment required at time of registration

**For additional information on a program:**

Call 630-553-2292

or email edombrowski@co.kendall.il.us

\*If a class does not meet its minimum enrollment, it will be cancelled at least two days prior to the event. Early registration prevents cancelled classes!

### Adult Programs

#### September 8– Mindful Meandering

Join us for an immersion of the senses as we lightly dabble into what the Japanese refer to as Forest Bathing. We will meditatively wind our way on a lush trail at Richard Young Forest Preserve.

**Ages:** 18 and older

**Location:** Richard Young Forest Preserve

**Time:** 10-11:30 am

**Price:** \$5 per person

**Register by September 6**

#### September 29– Walk and Unwined

Enjoy an afternoon of sunshine, fresh air, and wine tasting. After an invigorating hike we will tour and taste wine at Fox Valley Winery.

**Ages:** 21 and older

**Location:** Fox Valley Winery (travel to the forest preserve is included)

**Time:** 10-11:30 am

**Price:** \$30 per person

**Register by September 26**

#### October 13–

#### Phones and PHOTOSynthesis

During this Program we will have our phones switched on to camera mode while we hike around Hoover Forest Preserve. On our hike we will look for picturesque views to snap while experimenting with creative angles and settings.

**Ages:** 18 and older

**Location:** Hoover Forest Preserve  
Eagle's Nest Pavilion

**Time:** 10-11:30 am

**Price:** \$10 per person

**Register by October 11**

#### November 10-What's a Tree to Me?

Slip on those walking shoes and head out to Richard Young for an interpretive hike. During this hike we will explore the importance, function, and beauty of trees.

**Ages:** 18 and older

**Location:** Richard Young Forest Preserve

**Time:** 10-11:30 am

**Price:** \$5 per person

**Register by November 8**



**To:** Kendall County Forest Preserve District Operations Committee

**From:** David Guritz, Director

**RE:** Operations Progress Updates

**Date:** August 1, 2018

### **Pickerill-Pigott Master Planning**

1. Final Phase I and II exhibits have been completed.
2. Final cost estimates are being prepared by Upland Design.
3. The final archaeological survey report has been completed and submitted to the Illinois State Historic Preservation Office, with no significant archaeological deposits recorded.
4. Efforts are in progress to determine costs for the potential adaptive reuse of the Pickerill estate house for public occupancy. Building code will require:
  - a. ADA entry access ramps, threshold mitigation, and flooring improvements
  - b. First floor existing washroom improvements (Est. max capacity: 125)
  - c. Smoke and fire alarm monitoring
  - d. Abandonment of the existing waste water treatment system and construction of a septic field (soils investigation and septic system construction costs TBD)

A final master plan concept will be presented at the August Committee of the Whole meeting for approval at the August 21 Commission meeting.

### **Hoover Forest Preserve Lift Station Repairs**

1. Blood Hound completed locating of electrical service to the pump station.
2. A second sewer intake inspection is needed to determine the scope of repairs needed. Visual inspection confirmed that the sewer intake pipe integrity has been compromised.
3. The District is working to replace a conduit line between the vault and control panel before the two additional floats can be installed
4. Xylem, Inc. will prepare a supplementary proposal based on their investigation

### **Meadowhawk Lodge Parking Lot Lighting**

1. Scott Riemenschneider is preparing a proposal for the purchase and installation of two new LED fixtures for the Lodge parking lot.
2. The District will need to contract for the installation of an electrical conduit line under the permeable paver drive and over to the two existing concrete bases.



Trenching and repair of the paver drive will likely be the most cost effective approach.

3. The Blood Hound utility location work has been completed, with no utilities other than AT&T service lines crossing the proposed path for the installation of new conduit.

### **Hoover Rail Crossing Agreement and Improvements**

1. The District will need to extend two new easements to ComEd and Illinois Railway for the installation of a new transformer and service line to the Railway's control structure.
2. Easement cost estimates have been prepared and sent to Assistant State's Attorney Lisa Coffey (cost estimates attached for review).
3. The District has contacted IDOT to determine the allowable easement costs under the IDOT-FHA grant for the reimbursement of easement purchases.
4. OmniTRAX has requested a 1-year extension to September 2019 to provide time to secure the easements prior to construction.

### **Sunrise Center North License Agreement Renewal**

1. The current agreement expires November 30, 2018.
2. Sunrise Center North has contacted the District to request renewal of the agreement.
3. A draft of the license agreement has been prepared for Operations Committee review.

### **Hoover Supervisor and Resident – Hoover Residence Lease Agreement**

1. The current agreement expires November 30, 2018.
2. The current monthly rent requirement is \$250.00 (\$3,000 annually).
3. District staff recommends renewal of the agreement under the current terms for FY18-19.

Hoover Forest Preserve  
 FHA-IDOT Rail Crossing Improvement Project  
 ICC Docket T16-0003  
 Hoover Forest Preserve  
 Easement Cost Estimates - ComEd

**KENDALL COUNTY FOREST PRESERVE DISTRICT**  
**Ordinance #06-04-01 Easement Cost Calculation (99-years)**  
**ORDINANCE REGARDING THE GRANTING OF EASEMENTS AND LICENSES**

<b>Application Fee (Section 8A)</b>	<b>\$750</b>
-------------------------------------	--------------

<b>Monetary Fee Calculation (Section 8.B.1.a)</b>	
<i>Fair Market Value + \$25,000 per acre</i>	
Per Acre Cost Calculations	
Fair Market Value Comparable - 2015 Fox River Bluffs Acquisition Cost	
Fox River Bluffs Forest Preserve	\$13,437 per acre
Ordinance-assigned Cost	\$25,000 per acre
<b>TOTAL</b>	<b>\$38,437 per acre</b>

**Area Calculations**

<b>Area 1</b>	
Fox Road to Existing Electrical Pole (Overhead Line)	
ComEd Easement Centerline Length Estimate	900 feet
Easement Width Estimate (15' from centerline)	30 feet
<b>Area 1 Total Area</b>	<b>27,000 square feet</b>
<b>Area 2</b>	
Existing Electrical Pole to OmniTRAX-Illinois Railway Proposed Easement	
ComEd Easement Centerline Length Estimate	585 feet
Easement Width Estimate (15' from centerline)	30 feet
<b>Area 2 Total Area</b>	<b>17,550 square feet</b>

<b>Area 1 + Area 2 Easement Cost Estimate</b>	
27,000 square feet + 17,550 square feet = 44,550 square feet =	<b>1.0227 acres</b>
1.0227 acres X 38,437 per acre =	<b>\$39,310</b>

<b>Tree Replacement Fee Calculation (Section 8C)</b>	<b>Quantity</b>	
\$500 DBH 2 to 8 inches		Total
\$1,000 DBH 8 Inches or greater		Total
MV DBH greater than 20 inches		Total
<b>Tree Inventory required</b>		<b>TBD</b>

<b>Reimbursements to the District (Section 8D)</b>	<b>Quantity</b>		
Out-of-pocket costs	\$50 per hour	Total	<b>TBD</b>

**Wetland Report (Section 9B)**

Not required

**TOTAL COST EST.                    \$40,060**

**KCFPD Tree Inventory Cost Estimate**

2 staff members X 8 hours X \$50 per hour=                    **\$800**

**KCFPD Reimbursements for Out-of-Pocket Costs (staff time)**

1 staff member X 40 hours X \$50 per hour =                    **\$2,000**

**Tree Replacement Fee Calculation - Notes**

A preliminary review of the easement area was completed on 7/19/18.

Predominant species present include:

1. Pagoda Dogwood (*Cornus alternifolia*)
2. Silver Maple (*Acer saccherinum*)
3. Burr Oak (*Quercus macrocarpa*)
4. White mulberry (*Morus alba*)

The easement corridor extending north from W. Fox Road is forested primarily with the majority of trees located within the corridor identified as Pagoda dogwood. An estimated 50 trees between 2-8 inches are located within the proposed 30' easement corridor.

Hoover Forest Preserve  
 FHA-IDOT Rail Crossing Improvement Project  
 ICC Docket T16-0003  
 Hoover Forest Preserve  
 Easement Cost Estimates - OmniTRAX - Illinois Railway

**KENDALL COUNTY FOREST PRESERVE DISTRICT**  
**Ordinance #06-04-01 Easement Cost Calculation (99-years)**  
**ORDINANCE REGARDING THE GRANTING OF EASEMENTS AND LICENSES**

<b>Application Fee (Section 8A)</b>	<b>\$750</b>
-------------------------------------	--------------

<b>Monetary Fee Calculation (Section 8.B.1.a)</b>	
<i>Fair Market Value + \$25,000 per acre</i>	
Per Acre Cost Calculations	
Fair Market Value Comparable - 2015 Fox River Bluffs Acquisition Cost	
Fox River Bluffs Forest Preserve	\$13,437 per acre
Ordinance-assigned Cost	<u>\$25,000 per acre</u>
<b>TOTAL</b>	<b>\$38,437 per acre</b>

<b>Area Calculations</b>		
<b>Area 1</b>		
ComEd Easement South Boundary to IL Railway ROW		
Plat of Easement Centerline Length Estimate	54 feet	
Easement Width Estimate (15' from centerline)	25 feet	Ordinance Minimum
<b>Area 1 Total Area</b>	<b>1,350 square feet</b>	

<b>Area 1 Easement Cost Estimate</b>		
1,350 square feet =	.0309 acres	
	0.0309 acres X 38,437 per acre =	<b>\$1,187</b>

<b>Tree Replacement Fee Calculation (Section 8C)</b>	<b>Quantity</b>	
\$500 DBH 2 to 8 inches		Total
\$1,000 DBH 8 inches or greater		Total
MV DBH greater than 20 inches		Total
<i>No tree inventory req.</i>		<b>0</b>

<b>Reimbursements to the District (Section 8D)</b>	<b>Quantity</b>	
Out-of-pocket costs	\$50 per hour	Total
		<b>TBD</b>

<b>Wetland Report (Section 9B)</b>
Not required

**TOTAL COST EST.                    \$1,937**