

Kane County

Government Center 719 S. Batavia Ave., Bldg. A Geneva, IL 60134

Forest Preserve District Commission Agenda

Tuesday, March 11, 2025

8:30 AM

County Board Room

- I. Call to Order

 Remote Attendance Approval
- II. Pledge of Allegiance
- III. Roll Call
- IV. Public Comment (Each Speaker is limited to 3 minutes)
- V. Presentation and Approval of the Minutes from February 11, 2025
- VI. Presentation and Approval of the Bills and Commissioners' Per Diem from February 2025

DOC-2025-09 Bills and Commissioner's Per Diem for February 2025

VII. Presentations

Recognition of: The Conservation Foundation and the Kane Neighbors for Open Space

VIII. Finance and Administration

<u>FP-R-25-03-3141</u> Resolution Authorizing a Contract Extension for Money Manager Services from Sawyer Falduto Asset Management, LLC

<u>FP-R-25-03-3142</u> Resolution Approving Modifications to the Organization Ordinance: Chapter III- Officers of the District: Section B - Duties of Officers and Section C - Compensation of the President and Commissioners

<u>FP-R-25-03-3143</u> Resolution Authorizing a One-Year (1) Retroactive Payment for Reimbursement of Unpaid Per Diem at Full Commission Meetings to Commissioners of the Forest Preserve District of Kane County, Kane County, Illinois

IX. Land Acquisition

<u>FP-R-25-03-3144</u> Resolution Authorizing an Intergovernmental Easement Agreement Between the Forest Preserve District of Kane County and the Village of Algonquin

<u>FP-R-25-03-3145</u> Resolution Authorizing a Purchase of a Parcel Approximately 0.59 +/- acres in Dundee Township

X. Planning and Utilization

<u>FP-R-25-03-3146</u> Resolution Approving a Bid for Construction of the Centennial Project at Johnson's Mound Forest Preserve

<u>FP-R-25-03-3147</u> Resolution Approving a Bid to Purchase and Install Wetland Plugs at Hoscheit Woods Forest Preserve

XI. Executive

FP-R-25-03-3148 Resolution Authorizing a Purchase of Parcels Totaling Approximately 84 +/- Acres in Rutland Township

XII. New or Unfinished Business

FP-R-25-03-3149 Resolution Approving a Request for Consent to Transfer a Majority Equity Interest in the Cougars Baseball Partnership and American Sports Enterprises Inc. to REV Equity Ventures LLC and Execution of Fifth Amendment

- XIII. Closed Session to Discuss Land Acquisition, License Agreements, Potential Litigation, and Personnel
- XIV. Communications
- XV. President's Comments
- XVI. Department Reports

DOC-2025-10 Department Reports

XVII. Adjournment

Adjournment Until: Tuesday, April 8, 2025 at 8:30a.m. in person at the Kane County Government Center 719 S. Batavia Ave., Bldg. A, 2nd fl. Geneva, Illinois 60134 and via zoom https://zoom.us/j/6302325980?

pwd=aURTSGJoRIVJNDRCcHJXd3dvaVVrUT09 Meeting ID: 630 232 5980 Password: 24680 The Request to Speak Form on the Districts' website must still be completed for guests to speak at the meeting.

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

REPORT NO. DOC-2025-09

BILLS AND COMMISSIONER'S PER DIEM FOR FEBRUARY 2025



Invoice Date Range 02/01/25 - 02/28/25 Report By Vendor - Invoice Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date Payme	nt Date Invoice Net Amount
Vendor 3466 - Al Wa								
W1723959	N Ops-(891.1)Gal Gas Delivered To Duerr 2/12/25	Paid by EFT #447		02/14/2025	02/24/2025	02/24/2025	02/26/	2,409.36
		Vendor 3	466 - Al Warren O	il Co. Inc. Totals	5	Invoices	1	\$2,409.36
	n Detection Systems Inc							
1450531037	N Ops-Quarterly Alarm Charges @ Jon Duerr Svc 03/25-05/25	Paid by EFT #448		02/09/2025	02/24/2025	02/24/2025	02/26/	2025 191.64
1463071064	Admin-Quarterly Alarm Charges @ HQ Svc 03/25-05/25	Paid by EFT #442		02/09/2025	02/10/2025	02/10/2025	02/21/	2025 1,347.12
1673381037	S Ops-Quarterly Alarm Charges @ Maint Bldg Svc 03/25-05/25	Paid by EFT #442		02/09/2025	02/10/2025	02/10/2025	02/21/	2025 188.01
1691911039	N Ops-Quarterly Alarm Charges @ Tomo Svc 03/25-05/25	Paid by EFT #448		02/09/2025	02/24/2025	02/24/2025	02/26/	2025 764.91
248201067	S Ops-Quarterly Alarm Charges @ Grunwald Svc 03/25-05/25	Paid by EFT #442		02/09/2025	02/10/2025	02/10/2025	02/21/	2025 1,031.82
	Granwaid 5vc 05/25 05/25	Vendor 1029 - A	larm Detection Sys	stems Inc Totals	5	Invoices	5	\$3,523.50
Vendor 3355 - Alta I	Enterprise DBA Alta Construction	n Equipment IL	,					, ,
SS449724	NR-Parts & Labor For T#44	Paid by Check #12631	6	02/07/2025	02/19/2025	02/19/2025	03/11/	
		a Enterprise DBA Alta	Construction Equi	ipment IL Totals	5	Invoices	1	\$1,375.50
Vendor 3071 - Ange								
023B	TR-Kedeka Water Conditioner Svo 02/25	Paid by Check #12629	5	02/13/2025	02/10/2025	02/10/2025	02/21/	
			or 3071 - Angel W	later, Inc. Totals	5	Invoices	1	\$200.00
	Stores Inc DBA Autowares DBA							
478605493	S Ops-Ceramic Disc Pad For Vehicle #437	Paid by EFT #456		02/05/2025	02/19/2025	02/19/2025	03/11/	
478605556	S Ops-	Paid by EFT #456		02/07/2025	02/19/2025	02/19/2025	03/11/	2025 (29.99)
	ReturnOfCeramicDiscPadForVehic							
	e #437,OrgInv#478605493 Vendor 3530 - APC St	ores Inc DBA Autowa	res DBA Bumper to	o Bumper Totals	5	Invoices	2	\$0.00
Vendor 1919 - AT &		.0100 1110 22/1/1000110		o zamper rotale		111101000	_	φοισο
6302087523020225	S Ops-Horticultural Shop Svc 2/1/25-2/28/25	Paid by Check #12629	6	02/01/2025	02/10/2025	02/10/2025	02/21/	2025 62.85
6305840670020225	S Ops-Campton Gas Modem Svc 2/4/25-3/3/25	Paid by Check #12629	6	02/04/2025	02/10/2025	02/10/2025	02/21/	2025 70.60
6308450676020225	Fin-Office Alarm Fax Machine Svc 2/4/25-3/3/25	Paid by Check #12629	6	02/04/2025	02/10/2025	02/10/2025	02/21/	2025 47.24
3400002014	NOps/SOps- Muirhead&GrunwaldSvc1/27/25-	Paid by Check #12630	4	02/07/2025	02/24/2025	02/24/2025	02/26/	2025 542.07
	3/6/25		Vandar 101	9 - AT & T Totals	-	Invoices	4	\$722.76
Vendor 2347 - Avid	of Illinois, Inc. DBA AlphaGraph	ics	vendor 191	F AI OLI TOLDIS		THVOICES	7	\$722.70
124832	Comm Eng-(150) Centennial Sponsorship Packet	Paid by Check #12631	7	02/06/2025	02/21/2025	02/21/2025	03/11/	2025 354.26
		2347 - Avid of Illino	ois, Inc. DBA Alpha	aGraphics Totals	5	Invoices	1	\$354.26

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Invoice Date Range 02/01/25 - 02/28/25 Report By Vendor - Invoice Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
Vendor 3210 - Best	Quality Facility Services, LLC								
52936	Admin/Police-Cleaning Svcs Suite #320 & #100 Svc February 2025	Paid by EFT #458		02/20/2025	02/21/2025	02/21/2025		03/11/2025	563.33
		Vendor 3210 - Best	Quality Facility Ser	vices, LLC Totals	S	Invoice	S	1	\$563.33
Vendor 2328 - Bob 3		D-14 b Chl. #1262	110	02/02/2025	02/14/2025	02/14/2025		02/11/2025	151.01
151851	Police-(13)Fluid, Clamp, (6) Nut For Vehicle #225	Paid by Check #1263		02/03/2025	02/14/2025	02/14/2025		03/11/2025	151.81
151941	Police-Seal & (2) Fluid For Vehicle #227			02/13/2025	02/21/2025	02/21/2025		03/11/2025	67.49
151956	Police-Seal For Vehicle #227	Paid by Check #1263		02/18/2025	02/21/2025	02/21/2025		03/11/2025	52.83
Vendor 1867 - Tim I	Pannas	Vendor 2	328 - Bob Jass Che	evrolet Inc Total	S	Invoice	S	3	\$272.13
022225	HR-Safety Shoe Reimbursement	Paid by Check #1263	110	02/22/2025	02/28/2025	02/28/2025		03/11/2025	149.99
022223	The Safety Shoe Reimbursement	I did by Check #1203	Vendor 1867 - Ti			Invoice	S	1	\$149.99
Vendor 3572 - Cellu	lar Tracking Technologies LLC								,
B58E74340013	NR-Pay As You Go Sim Fee 1/1/25-2/1/25	Paid by EFT #459		02/13/2025	02/19/2025	02/19/2025		03/11/2025	5.00
		endor 3572 - Cellul a	ar Tracking Techno	logies LLC Totals	S	Invoice	S	1	\$5.00
	l's Towing & Recovery Inc								
82230	Police-Tow Vehicle #225 From KCFP To Tri City Trans	Paid by Check #1263		02/04/2025	02/14/2025	02/14/2025		03/11/2025	127.00
		Vendor 1119 - C	had's Towing & Red	covery Inc Totals	S	Invoice	S	1	\$127.00
Vendor 1142 - City	_	Daid by Charle #1262	107	02/02/2025	02/10/2025	02/10/2025		02/21/2025	167.00
51735312780125	N Ops-Tyler Creek Residence & Sirens Svc 12/18/24-1/16/25	Paid by Check #1262		02/03/2025	02/10/2025	02/10/2025		02/21/2025	167.00
Vendor 1144 - City	of Conova		Vendor 1142 - Ci	ty of Elgin Total	S	Invoice	S	1	\$167.00
1980034000020125	S Ops-Fabyan Garage Svc 1/1/25	- Paid by Check #1263	:05	02/15/2025	02/24/2025	02/24/2025		02/26/2025	565.43
130003 1000020123	2/1/25	raid by Cricci # 1205	.03	02/13/2023	02/2 1/2023	02/2 1/2023		02,20,2023	303.13
1980034400000125	S Ops-Fabyan Shop Svc 1/1/25- 2/1/25	Paid by Check #1263	805	02/15/2025	02/24/2025	02/24/2025		02/26/2025	47.94
1980034550000125	S Ops-Fabyan Viking Barn Svc 1/1/25-2/1/25	Paid by Check #1263	305	02/15/2025	02/24/2025	02/24/2025		02/26/2025	71.36
1980034600000125	S Ops-Fabyan Villa Museum Svc 1/1/25-2/1/25	Paid by Check #1263	805	02/15/2025	02/24/2025	02/24/2025		02/26/2025	1,026.70
1980041750000125	S Ops-Fabyan Windmill/Shelter #3 Svc 1/1/25-2/1/25	Paid by Check #1263	305	02/15/2025	02/24/2025	02/24/2025		02/26/2025	32.16
	5 500 1, 1, 25 2, 1, 25	V	endor 1144 - City	of Geneva Total	S	Invoices	S	5	\$1,743.59
Vendor 1962 - Com			•						
8771200040040325	TR-Trades Shop Internet & Phone Svc 2/19/25-3/18/25	e Paid by EFT #449		02/12/2025	02/24/2025	02/24/2025		02/26/2025	341.86
		V	endor 1962 - Com	cast Cable Totals	S	Invoice	S	1	\$341.86
Vendor 2027 - Com	Ed								

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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
37569750000125	N Ops-Hoscheit Woods Svc 12/30/24-1/30/25	Paid by Check #126299		02/03/2025	02/10/2025	02/10/2025		02/21/2025	31.21
74077260000125	S Ops-Dick Young House Svc 1/6/25-2/5/25	Paid by Check #126307		02/05/2025	02/24/2025	02/24/2025		02/26/2025	21.19
78229950000824	N Ops-Bowes Creek Solar Panel Svc 7/26/24-8/30/24	Paid by Check #126311		02/05/2025	02/24/2025	02/24/2025		02/26/2025	25.89
29239960000125	S Ops-Grunwald Restroom Svc 1/3/25-2/4/25	Paid by Check #126298		02/06/2025	02/10/2025	02/10/2025		02/21/2025	663.71
92016912220125	S Ops-Prairie Kame Sauer Svc 1/3/25-2/4/25	Paid by Check #126300		02/06/2025	02/10/2025	02/10/2025		02/21/2025	33.34
78229950000924	N Ops-Bowes Creek Solar Panel Svc 8/30/24-9/27/24	Paid by Check #126310		02/13/2025	02/24/2025	02/24/2025		02/26/2025	25.90
33160780000225	N Ops-Freeman South Svc 1/17/25-2/18/25	Paid by Check #126306		02/18/2025	02/24/2025	02/24/2025		02/26/2025	30.98
78229950001024	N Ops-Bowes Creek Solar Panel Svc 9/27/24-10/28/24	Paid by Check #126309		02/19/2025	02/24/2025	02/24/2025		02/26/2025	25.90
			Vendor 2027	- ComEd Totals	S	Invoices	8		\$858.12
	mercial Tire Services, Inc.								
9980007789	S Ops/TR-(6)Wrangler Workhorse Tires For Vehicle #107 & #437	,		02/05/2025	02/14/2025	02/14/2025		03/11/2025	989.00
		Vendor 2806 - Com	mercial Tire Serv	ices, Inc. Totals	S	Invoices	1		\$989.00
Vendor 3421 - Cryst		D:11 CL #426222		02/20/2025	02/24/2025	02/24/2025		02/44/2025	1 1 10 00
0001A	NR-DataEntry&Analysis1/7/24- 2/16/25,FungusMonitoring3/16/24			02/20/2025	02/21/2025	02/21/2025		03/11/2025	1,140.00
Vandor 1190 Cullis	an Tri City Soft Water Services		- Crystal Lauren N	1callister otals	5	Invoices	1		\$1,140.00
31311	gan Tri City Soft Water Services, N Ops- NOpsFacSulphurCleer&Mark80Svc	Paid by EFT #450		02/01/2025	02/24/2025	02/24/2025		02/26/2025	85.00
31312	2/1/25-2/28/25 S Ops-	Paid by EFT #443		02/01/2025	02/10/2025	02/10/2025		02/21/2025	86.00
	MaintGarageSulphurCleer&Rental Mark89Svc2/1/25-2/28/25	•		, ,	, ,	, ,		, ,	
31316	Comm Eng-Brewster Creek Medalist Softener Svc 2/1/25- 2/28/25	Paid by EFT #443		02/01/2025	02/10/2025	02/10/2025		02/21/2025	31.50
31326	Nat Ed-CreekBendHESoftener (2)HESulferCleerSvc2/1/25- 2/28/25	Paid by EFT #443		02/01/2025	02/10/2025	02/10/2025		02/21/2025	266.50
31339	N Ops-Tomo Chi Chi Medalist Softener Svc 2/1/25-2/28/25	Paid by EFT #450		02/01/2025	02/24/2025	02/24/2025		02/26/2025	31.50
31346	S Ops-Grunwald Farms Medalist Softener Svc 2/1/25-2/28/25	Paid by EFT #443		02/01/2025	02/10/2025	02/10/2025		02/21/2025	31.50
31349	NR- MillCreekHESulferCleer&RntlRever	Paid by EFT #450		02/01/2025	02/24/2025	02/24/2025		02/26/2025	109.00
	seOsmosisSvc2/1/25-2/28/25	1180 - Culligan Tri Cit	v Soft Water Serv	vices Inc Totals	S	Invoices	. 7		\$641.00

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Invoice Date Range 02/01/25 - 02/28/25 Report By Vendor - Invoice Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date Payn	ment Date	Invoice Net Amount
Vendor 1187 - Deka	ane Equipment Corporation								
IA99924	NR-(2)Bolt & Nut, (2) Bushings, (2) Nut	Paid by Check #126324	Į.	02/13/2025	02/19/2025	02/19/2025	03/1	1/2025	324.68
IA99979	S Ops-Chain	Paid by Check #126324		02/20/2025	02/21/2025	02/21/2025	03/1	1/2025	39.09
		Vendor 1187 - Deka	ne Equipment Co	rporation Total	S	Invoice	s 2		\$363.77
	Bar Ace LLC DBA Sugar Grove Ave								
175561	TR-(4)Floor Register	Paid by Check #126326		02/05/2025	02/10/2025	02/10/2025		1/2025	54.36
175701	NR-Wall Timer, Knife, Steel Stik	Paid by Check #126326		02/07/2025	02/19/2025	02/19/2025		1/2025	41.97
175771	S Ops-(6)Rust Remover Pellets	Paid by Check #126326		02/10/2025	02/14/2025	02/14/2025		1/2025	68.94
175911	TR-Painters Tape, Trowel, Tile Spacer	Paid by Check #126326		02/12/2025	02/19/2025	02/19/2025		1/2025	24.17
176021	TR-Hand Rasp & File	Paid by Check #126326		02/14/2025	02/19/2025	02/19/2025	•	.1/2025	12.99
176071	TR-Cement Primer, (2)Couple, 90 Deg Elbow, (2) Pipe End	Paid by Check #126326		02/17/2025	02/19/2025	02/19/2025		1/2025	20.34
176111	S Ops-(2)Hex Bush	Paid by Check #126326		02/18/2025	02/19/2025	02/19/2025	-	1/2025	9.98
176271	S Ops-	Paid by Check #126326	,	02/25/2025	02/21/2025	02/21/2025	03/1	1/2025	293.97
	StihlApronChaps,ForestHelmetSys tem,WoodcuttersApronChaps								
176351	TR-Molding @ Kedeka Residence			02/25/2025	02/21/2025	02/21/2025		.1/2025	11.99
		dor 2847 - Dri Bar Ace	LLC DBA Sugar G	Grove Ave Total	S	Invoice	s 9		\$538.71
	Services of America, Inc. dba Hind								
23983167020925	Admin/TR-Water Delivery 1/13/25 -2/4/25	•		02/09/2025	02/24/2025	02/24/2025		.6/2025	73.38
		S Services of America	, Inc. dba Hinckle	y Springs Total	S	Invoice	s 1		\$73.38
	rn Napa DBA Elburn/Hampshire/								
711017	N Ops-Battery For Vehicle #330	Paid by Check #126328		02/03/2025	02/05/2025	02/05/2025	•	1/2025	153.40
711128	N Ops-5 Gal AW46 For Vehicle #326, 333 , 335	Paid by Check #126328		02/04/2025	02/10/2025	02/10/2025		.1/2025	40.08
006809	N Ops-NAPA Premium AW32 Hydraulic Oil 5 gal	Paid by Check #126328		02/05/2025	02/19/2025	02/19/2025		1/2025	55.68
006839	S Ops-Brake Away Kit	Paid by Check #126328		02/05/2025	02/14/2025	02/14/2025		1/2025	22.58
006957	S Ops-Brake Pads For Vehicle #437	Paid by Check #126328	}	02/06/2025	02/19/2025	02/19/2025	03/1	1/2025	41.99
007435	S Ops-(2) U Joint For Vehicle #435	Paid by Check #126328	3	02/10/2025	02/19/2025	02/19/2025	03/1	.1/2025	21.15
007541	S Ops-(2)1 Gal Anti Freeze, (2) 1 Gal Anti Freeze Coolant	Paid by Check #126328	3	02/11/2025	02/14/2025	02/14/2025	03/1	1/2025	41.52
007553	S Ops-Air Filter, Fuel Filter, Hydraulic Filter, Oil Filter	Paid by Check #126328	3	02/11/2025	02/19/2025	02/19/2025	03/1	1/2025	110.48
007865	S Ops-Return Of U Joint For Vehicle #435, Org Inv#007435	Paid by Check #126328	3	02/13/2025	02/19/2025	02/19/2025	03/1	1/2025	(11.13)
007905	TR-Battery For Bowes Creek Gate	Paid by Check #126328	3	02/13/2025	02/19/2025	02/19/2025	03/1	1/2025	353.21
008448	N Ops-Seal For Vehicle #326	Paid by Check #126328	3	02/18/2025	02/19/2025	02/19/2025	03/1	1/2025	13.28

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Invoice Date Range 02/01/25 - 02/28/25 Report By Vendor - Invoice Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
008449	N Ops-NAPA Gold Fuel Filter, Fue Filter	Paid by Check #126328	3	02/18/2025	02/19/2025	02/19/2025		03/11/2025	50.06
008660	TR-(3)1Qt Transmission Fluid	Paid by Check #126328	3	02/19/2025	02/21/2025	02/21/2025		03/11/2025	21.77
	Vendor 1447 - Elburn	Napa DBA Elburn/Han	npshire/North Au	rora Napa Total	S	Invoices	13		\$914.07
	. Berkheimer Co., Inc.								
7882057	TR-115V Motor	Paid by Check #126330		02/06/2025	02/14/2025	02/14/2025		03/11/2025	1,058.00
Vandar 2460 Illina	is Department of Agriculture	Vendor 2337 -	G. W. Berkheime	r Co., Inc. Total	S	Invoices	1		\$1,058.00
20252027Carlson	Dis Department of Agriculture HR Vol-2025-2027 Applicator	Paid by Check #126302)	02/06/2025	02/24/2025	02/24/2025		02/26/2025	120.00
20232027Cd11S011	License Fee Carlson	raid by Check #120302	<u>2</u>	02/00/2023	02/24/2023	02/24/2023		02/20/2023	120.00
20252027Reed	NR-2025-2027 Applicator License Fee Reed	Paid by Check #126292	2	02/06/2025	02/18/2025	02/18/2025		02/21/2025	120.00
20252027Middendo	NR-2025-2027 Applicator License Fee Middendorf	Paid by Check #12629:	L	02/07/2025	02/18/2025	02/18/2025		02/21/2025	120.00
		Vendor 2469 - Illinois	Department of A	griculture Total	S	Invoices	3		\$360.00
Vendor 2670 - Illino	ois Office of the State Fire Marsh								
5125151128	Comm Eng- ConveyanceCertificateOfOperation AnnualRenewal@Brewster	Paid by Check #126293	3	02/11/2025	02/18/2025	02/18/2025		02/21/2025	75.00
		or 2670 - Illinois Offic	e of the State Fire	e Marshal Total	S	Invoices	1		\$75.00
Vendor 1376 - Kinn	ally Flaherty Krentz Loran Hodg	e & Masur PC							
287A	Admin-Retainer Fee March 2025	Paid by EFT #462		02/05/2025	02/05/2025	02/05/2025		03/11/2025	9,283.00
		Kinnally Flaherty Kren	tz Loran Hodge &	Masur PC Total	S	Invoices	5 1		\$9,283.00
	ca Minolta Business Solutions U		7	02/01/2025	02/21/2025	02/21/2025		02/11/2025	46.25
9010308054	Nat Ed/Police-Contract Coverage 2/1/25-2/28/25	Paid by Check #12633.	/	02/01/2025	02/21/2025	02/21/2025		03/11/2025	46.25
		180 - Konica Minolta E	Business Solutions	USA Inc. Total	S	Invoices	1		\$46.25
Vendor 1390 - Lane	er Muchin Ltd								·
680627	HR-Prof Svcs Rendered Through	Paid by Check #126338	3	02/01/2025	02/10/2025	02/10/2025		03/11/2025	28.50
	1/20/25	Vanda	r 1390 - Laner M	uelain Ltd Total		Invoices	. 1		\$28.50
Vendor 1717 - M Si	pinello & Son Locksmiths Inc	vendo	1390 - Laner M	ucnin Lta Total	S	Invoices	5 1		\$28.50
165247	TR-(8)LockResetToMasterSystem	, Paid by Check #126340)	02/06/2025	02/21/2025	02/21/2025		03/11/2025	1,066.00
	(7)Grade3ResidentialKnob	Vendor 1717 - M. Spi	nello & Son Locks	miths Inc Total	S	Invoices	. 1		\$1,066.00
Vendor 3320 - Medi	iacom Telephony of Illinois, LLC	7 C. 100 - 27 27 111 0p.			3	111701000	, -		Ψ1/000100
63030087970325	S Ops-S Ops Internet & Phone Svc 2/21/25-3/20/25	Paid by Check #126312	2	02/11/2025	02/24/2025	02/24/2025		02/26/2025	369.95
		endor 3320 - Mediacor	n Telephony of Ill	inois, LLC Total	S	Invoices	1		\$369.95
Vendor 1680 - Mena	ards Batavia								
43344	TR-Step Ladder	Paid by EFT #465		02/03/2025	02/05/2025	02/05/2025		03/11/2025	179.00
43348	TR-Programmable Thermostat	Paid by EFT #465		02/03/2025	02/03/2025	02/03/2025		03/11/2025	21.99
43404	TR-(30)Vinyl Plank Flooring	Paid by EFT #465		02/04/2025	02/05/2025	02/05/2025		03/11/2025	1,060.50

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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
43422	S Ops-(2)42 Ct K Cups, (2) Coffee Creamer	Paid by EFT #465		02/04/2025	02/05/2025	02/05/2025		03/11/2025	45.94
43549	TR-4Lb Bucket, Rodent Stopper, (2)Small Parts Organizer	Paid by EFT #465		02/06/2025	02/14/2025	02/14/2025		03/11/2025	54.70
43560	TR- (3)2.5GalDieselExhaustFluid,PVCB allValve,ImpactSocket	Paid by EFT #465		02/06/2025	02/14/2025	02/14/2025		03/11/2025	54.08
43594	TR-(18)ShoeMoulding,Toilet, (8)QuarterMoulding,SeamBinder	Paid by EFT #465		02/07/2025	02/14/2025	02/14/2025		03/11/2025	345.22
43604	TR-(2)Bath Sealant	Paid by EFT #465		02/07/2025	02/10/2025	02/10/2025		03/11/2025	23.96
43764	S Ops-Air Filter,Dawn Soap,Soap Refill,5 Gal Pail	Paid by EFT #465		02/10/2025	02/14/2025	02/14/2025		03/11/2025	60.09
43770	S Ops-(6) 5W30	Paid by EFT #465		02/10/2025	02/14/2025	02/14/2025		03/11/2025	40.74
43805	S Ops-Shovel, Post It Notes	Paid by EFT #465		02/11/2025	02/14/2025	02/14/2025		03/11/2025	25.98
43861	TR-(7)CeramicTile, (4)WhitePVCTrim, (2)Type1Mastic,IntPaint	Paid by EFT #465		02/12/2025	02/19/2025	02/19/2025		03/11/2025	288.07
43929	S Ops/TR-Folding Bolt Cutter, Proof Coil	Paid by EFT #465		02/13/2025	02/19/2025	02/19/2025		03/11/2025	47.88
43962	NR-(10)40LbSaltPellets, (2)PistolGrease,89PcToolSet,First AidKit	Paid by EFT #465		02/13/2025	02/19/2025	02/19/2025		03/11/2025	147.30
44021	TR-(3)Pipe Plug	Paid by EFT #465		02/14/2025	02/19/2025	02/19/2025		03/11/2025	5.37
44033	S Ops-Dual USB	Paid by EFT #465		02/14/2025	02/21/2025	02/21/2025		03/11/2025	6.99
44176	TR-(15) Quality Board, All Purpose Wood Filler Pint	Paid by EFT #465		02/18/2025	02/21/2025	02/21/2025		03/11/2025	71.73
44178B	TR-21Pc Cobalt Drill Bit Set, Left Hand Drill Set, 3V Battery	Paid by EFT #465		02/18/2025	02/19/2025	02/19/2025		03/11/2025	61.96
44186	S Ops-(2) Coffee, (2) Coffee Creamer	Paid by EFT #465		02/18/2025	02/19/2025	02/19/2025		03/11/2025	45.94
44192	S Ops-Lock De Icer	Paid by EFT #465		02/18/2025	02/21/2025	02/21/2025		03/11/2025	1.99
44247	S Ops-(3)90DegPVCElbow, (3)FemalePVCAdapter,PVCPipe, (3)MalePlug	Paid by EFT #465		02/19/2025	02/21/2025	02/21/2025		03/11/2025	228.08
44315	TR-(2)Steel Pipe Wrench	Paid by EFT #465		02/20/2025	02/21/2025	02/21/2025		03/11/2025	23.98
44389	S Ops- (5)IntPaint,1GalMoldKillingPrimer, (2)4PkDoveSoap,(6)Trim	Paid by EFT #465		02/21/2025	02/21/2025	02/21/2025		03/11/2025	259.43
44530A	S Ops-(4)PlasticDimpleTray, (2)PaintTrayLiner,(4)PaintersTape	Paid by EFT #465		02/24/2025	02/21/2025	02/21/2025		03/11/2025	49.20
44577	S Ops-(2)USB Printer Cable	Paid by EFT #465		02/25/2025	02/21/2025	02/21/2025		03/11/2025	7.98
44583	S Ops-(4)Int Paint, 4Pk Dove Soap, (3)Poly Drop Cloth	Paid by EFT #465		02/25/2025	02/21/2025	02/21/2025		03/11/2025	155.02
		Ven	dor 1680 - Menar	de Ratavia Totale	2	Invoice	s 20	6	\$3,313.12

Vendor 1679 - Menards Carpentersville



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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
34947	TR-(2)PVC Pipe, (3)PVC Repair Coupling,90 Deg Elbow	Paid by EFT #466		02/04/2025	02/05/2025	02/05/2025	(03/11/2025	38.66
34990	N Ops-(6) Lumber	Paid by EFT #466		02/05/2025	02/10/2025	02/10/2025	(03/11/2025	49.92
35197	TR-(4)ShipLapPanel, (20)Lumber,75CtScrew,Thermost at,5LbBoxNails	Paid by EFT #466		02/10/2025	02/14/2025	02/14/2025	(03/11/2025	315.00
35253	TR-Rivet Tool	Paid by EFT #466		02/11/2025	02/14/2025	02/14/2025	(03/11/2025	18.99
35536	N Ops- 22PcWrenchCombo,16PkLightbulb s,MopRefill,MopHead			02/18/2025	02/19/2025	02/19/2025		03/11/2025	71.12
		Vendor 167	9 - Menards Carp	entersville Total	S	Invoice	s 5		\$493.69
Vendor 1678 - Mer	3	D : 11 FFT #467		02/04/2025	02/05/2025	02/05/2025		02/44/2025	40.00
97029 97200	N Ops-(2)HID Light Bulb	Paid by EFT #467		02/01/2025 02/04/2025	02/05/2025	02/05/2025		03/11/2025	49.98 34.99
97250	N Ops-US Flag N Ops-	Paid by EFT #467 Paid by EFT #467		02/05/2025	02/10/2025 02/10/2025	02/10/2025 02/10/2025		03/11/2025 03/11/2025	34.99 132.85
97250	14PcDrillBit,ConcreteCrackfill,ConcreteRepair,(2)Sealant	·							132.03
97546	N Ops-(4) Spray Paint	Paid by EFT #467		02/10/2025	02/10/2025	02/10/2025		03/11/2025	20.00
97613	N Ops- Hammer,SiliconeDrip,DryLubeDrip ,(2)2CtHeadScrew	Paid by EFT #467		02/11/2025	02/19/2025	02/19/2025	(03/11/2025	36.40
97800	TR-Water Softener,(4)Copper Adapter, Tape Measure	Paid by EFT #467		02/14/2025	02/19/2025	02/19/2025	(03/11/2025	537.26
97812	N Ops- PowerSportBattery,12PkCBattery, (2)Brakeleen,(2)Degreaser	Paid by EFT #467		02/14/2025	02/19/2025	02/19/2025	•	03/11/2025	116.07
98035	TR-(2)WaterSoftenerSupplyLine, (2)CopperAdapter,CopperPipe	Paid by EFT #467		02/18/2025	02/19/2025	02/19/2025	(03/11/2025	70.29
98386	TR-Bathroom Faucet, 12x12 Clear Creek Vinyl, Floor Scraper	,		02/24/2025	02/21/2025	02/21/2025		03/11/2025	160.38
98389	TR-12x12 Clear Creel Vinyl	Paid by EFT #467		02/24/2025	02/21/2025	02/21/2025		03/11/2025	38.70
		Ve	endor 1678 - Mer	nards Elgin Total	S	Invoice	s 10		\$1,196.92
Vendor 2587 - Nico		. Daid by Charle #12020	1	02/04/2025	02/10/2025	02/10/2025	,	02/21/2025	00.00
333376580830125	N Ops-Neville Property Svc 1/4/25 -2/4/25	,		02/04/2025	02/10/2025	02/10/2025		02/21/2025	90.88
304270100010225	NR-Aurora West Shop Svc 1/9/25- 2/10/25			02/10/2025	02/24/2025	02/24/2025		02/26/2025	154.53
915334733760225	TR-Campton Shop Svc 1/13/25- 2/13/25	Paid by Check #12631		02/13/2025	02/24/2025	02/24/2025		02/26/2025	345.68
736122100020225	S Ops-Fabyan Shop Svc 1/17/25- 2/19/25	•		02/19/2025	02/24/2025	02/24/2025		02/26/2025	56.08
846122100090225	S Ops-Fabyan Villa Museum Svc 1/17/25-2/19/25	Paid by Check #12631		02/19/2025	02/24/2025	02/24/2025		02/26/2025	56.08
			Vendor 2587 -	Nicor Gas Total	S	Invoice	s 5		\$703.25
Vendor 2107 - Nut	oys Leisure Products, Inc.								

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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date Payment	Date Invoice Net Amount
56880	Comm Eng-Bench & Plaque	Paid by Check #1263		02/18/2025	02/21/2025	02/21/2025	03/11/20	
			lutoys Leisure Prod	ucts, Inc. Totals	S	Invoices	1	\$1,671.00
	uad, LLC DBA Fox Valley Intern							
1542310	NOps/CommEng/NatEd- BrwstrCrkLeRoyOksPaulWolfSvc2	Paid by EFT #444 /		02/04/2025	02/10/2025	02/10/2025	02/21/20	25 114.80
	5/25-3/4/25	dor 3554 - Opiquad,	LLC DPA Fox Valloy	Internet Tetal	6	Invoices	1	\$114.80
Vendor 3605 - Paul	Michael Baur dba Mike Baur Sc		LLC DBA FOX Valley	Internet Total	5	Trivoices	1	\$114.00
020425	PL-	Paid by Check #1262	73	02/04/2025	02/06/2025	02/06/2025	02/13/20	25 30,000.00
020 123	CentennialGuardiansSculpture,PC #2025-		, 3	02/01/2023	02/00/2023	02,00,2023	02,13,20	30,000.00
	24,Res#3120,Proj#31016G							
		3605 - Paul Michael B	aur dba Mike Baur S	Sculpture Total:	S	Invoices	1	\$30,000.00
	e State Water Systems, Inc							
29081	TR- RepairGrunwaldWellSystemForFlu	Paid by EFT #468 J		02/10/2025	02/10/2025	02/10/2025	03/11/20	25 4,608.00
	shBathroom,PO#17521	Vendor 2483 - Prai	rio Stato Water Suci	tome Inc Total	6	Invoices	1	\$4,608.00
Vendor 2136 - Priori	ity Products Inc	vendor 2463 - Fran	ne State Water Sys	tems, The Total	5	Trivoices	1	\$4,000.00
1014096	TR-(12)BrakeCleaner, (4)PBBlasterPenetrantCan,	Paid by EFT #469		02/06/2025	02/14/2025	02/14/2025	03/11/20	25 151.50
	(300)BlkCableTies							
V 1 4544 B 1 1		Vendor 2	2136 - Priority Prod	ucts, Inc. Total	S	Invoices	1	\$151.50
Vendor 1511 - Ralph		D-14 la., Ch l. #12C2	4.0	02/02/2025	02/05/2025	02/05/2025	02/11/20	05 67 50
405113	N Ops-Clutch Assembly For Saw #31	Paid by Check #1263	40	02/03/2025	02/05/2025	02/05/2025	03/11/20	25 67.59
	"31	Ver	ndor 1511 - Ralph I	Helm Inc. Totals	S	Invoices	1	\$67.59
Vendor 1449 - River	side Automotive SupplyDBA NA							•
157134	N Ops-(2)5Gal15W40, (2)NAPAGoldFuelDspnsngPmp,AV 32,(2)HydFilter	Paid by Check #1263 N	48	02/14/2025	02/21/2025	02/21/2025	03/11/20	25 335.42
	Vendor 1449 - Riversi	de Automotive Supply	yDBA NAPAAuto&Ti	uckParts Totals	S	Invoices	1	\$335.42
Vendor 3472 - Rocki	ingDHoldingDBAVanguardClear	ning Systems Chicago						·
87474	Nat Ed-Creek Bend Nature Cente Cleaning Svc 2/1/25-2/28/25	•		02/01/2025	02/03/2025	02/03/2025	03/11/20	
	Vendor 3472 - Rocking		rdCleaning Systems	Chicago Totals	S	Invoices	1	\$700.00
	o Hardware DBA Russo Power B							
SPI20912470	N Ops-(2)Throw Weight & Line K			02/05/2025	02/10/2025	02/10/2025	03/11/20	
SPI20915843	N Ops-(2)Sign/Tree Work Ahead			02/10/2025	02/10/2025	02/10/2025	03/11/20	
SPI20922246	N Ops-(4)50Lb Magnesium Pellet Shovel			02/14/2025	02/19/2025	02/19/2025	03/11/20	
V 2624 C ::		8 - Russo Hardware D	DBA Russo Power Ed	quipment Total	S	Invoices	3	\$353.95
Vendor 3194 - South SI793988	TR-(2)Nice Control Module, EMX		50	02/13/2025	02/19/2025	02/19/2025	03/11/20	25 1,356.69

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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date Pay	yment Date	Invoice Net Amount
		ndor 3194 - South	vest Automated Seco	urity, Inc. Total	S	Invoices	1	-	\$1,356.69
	Industrial Products	D-14 by FFT #474		02/00/2025	02/10/2025	02/10/2025	02/	/11/2025	126.70
903666902	N Ops-Air Care Program	Paid by EFT #474	58 - State Industrial	02/08/2025	02/10/2025	02/10/2025 Invoices		/11/2025	126.79 \$126.79
Vendor 2737 - State	Street Collision	vendor 24	56 - State Illuustilai	Products Total	5	Trivoices	1		\$120.79
022525	Police-Parts & Labor For Vehicle #234	Paid by Check #126	351	02/25/2025	02/21/2025	02/21/2025	03/	/11/2025	5,707.55
		Vendor	2737 - State Street	Collision Total	S	Invoices	1	=	\$5,707.55
Vendor 2780 - TPM									
98860	Comm Eng-(6450) Spring 2025 Tree Line Newsletter	Paid by Check #126	353	02/13/2025	02/21/2025	02/21/2025	03/	/11/2025	4,652.00
	Tree Line Newsletter	Ven	dor 2780 - TPM Gra	nhics Inc Total	S	Invoices	1	=	\$4,652.00
Vendor 2959 - Trans	sUnion Risk and Alternative Dat		ao: 2 700 :::: o:a	ipines zire rotar	3	111701000	-		ψ 1/032100
8241770125	Police-TL Opx Charges January 2025	Paid by Check #126	354	02/01/2025	02/03/2025	02/03/2025	03/	/11/2025	75.00
	Vendor 2959	- TransUnion Risk a	nd Alternative Data	Solutions Total	S	Invoices	1	=	\$75.00
Vendor 3635 - Tri-C	,								
13919	Police-Labor & Parts For Vehicle #225	Paid by Check #126	355	02/04/2025	02/03/2025	02/03/2025	03/	/11/2025	4,857.80
		Vendor	3635 - Tri-City Trans	smissions Total	S	Invoices	1	_	\$4,857.80
Vendor 1636 - Veriz				/	/ /				
6106196535	All Departments-Cell Phone Svc 2/17/25-3/16/25	Edit		02/16/2025	02/27/2025	02/27/2025		_	4,380.47
		Ve	ndor 1636 - Verizon	Wireless Total	S	Invoices	1		\$4,380.47
Vendor 1637 - Verm	-	Daid by Charle #130	256	02/05/2025	02/10/2025	02/10/2025	02/	/11/2025	1 540 00
S89107	S Ops-Parts & Labor For ChipperBC1400	Paid by Check #126		02/05/2025	02/10/2025	02/10/2025	·	/11/2025	1,549.08
PM9629	S Ops-Drum Belt	Paid by Check #126		02/11/2025	02/14/2025	02/14/2025	•	/11/2025	302.74
Vandar 2124 - Via C	Carlita LLC DBA Hawk Ford of St		1637 - Vermeer Illi	nois, inc. Total	S	Invoices	2		\$1,851.82
560290	S Ops-Labor For Vehicle #437	Paid by EFT #476		02/07/2025	02/14/2025	02/14/2025	03/	/11/2025	179.95
94506	S Ops-Trans Drain Plug For	Paid by EFT #476		02/10/2025	02/14/2025	02/14/2025		/11/2025	5.34
	Vehicle #435	,		, ,,		, ,	,	,	
560345	TR-Labor For Vehicle #107	Paid by EFT #476		02/11/2025	02/14/2025	02/14/2025		/11/2025	179.95
94974	TR-(2)Sensor For Vehicle #105	Paid by EFT #476		02/19/2025	02/21/2025	02/21/2025		/11/2025	226.13
Vandar 2592 - Victr	vendor 3. a Vision LLC dba Dynegy Energy		DBA Hawk Ford of S	t Charles Total	S	Invoices	4		\$591.37
030000478003	Various Departments-Electric	Paid by EFT #445		02/07/2025	02/10/2025	02/10/2025	02/	/21/2025	8,715.35
030000 170003	Charges December 2024-January 2025			02/07/2023	02/10/2023	02, 10, 2023	02/	,21,2023	0,713.33
		istra Vision LLC dba	Dynegy Energy Serv	vices, LLC Total	S	Invoices	1	-	\$8,715.35
	te Management of Illinois, Inc.								
000823827225	N Ops-Transfer Station Vehicle #328	Paid by EFT #452		02/03/2025	02/24/2025	02/24/2025	02/	/26/2025	1,276.54

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Invoice Number	Invoice Description	Status	Held Reason Ir	nvoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
004742827548	N Ops/S Ops-Refuse Pick Up January 2025	Paid by EFT #446	0:	2/04/2025	02/10/2025	02/10/2025		02/21/2025	1,906.00
434733920111	S Ops-(2)6Yd Fel On Call @ LeRoy Oakes Red Barn	Paid by EFT #446	0.	2/06/2025	02/10/2025	02/10/2025		02/21/2025	84.00
	, , , , , , , , , , , , , , , , , , , ,	Vendor 1777 - Wast	e Management of Illinois	s, Inc. Totals	5	Invoices	5	3	\$3,266.54
				Grand Totals	5	Invoices	5 155	5	\$109,050,65

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Commissioner Per Diem

February 2025

Commissioner				The same		A STATE OF THE STATE OF	370		- FL & B - S	Days	\$ Am	nount
***LENERT, Bill	Executive	2/6/2025	Land Acq	2/27/2025	Plan & Util	Fin & Admin	2/25/2025	Full Comm	2/11/2025	4	T	
ALLAN, Deborah				2/27/2025	Plan & Util			Full Comm	2/11/2025	2	\$	60
ARROYO, Alex				2/27/2025	Plan & Util			Full Comm	2/11/2025	2	\$	60
BATES, Mavis				Absent	Plan & Util			Full Comm	2/11/2025	1	\$	30
BERMAN, Dale				Absent	Plan & Util			Full Comm*	2/11/2025	1	\$	30
DAUGHERTY, Gary						Fin & Admin*	Absent	Full Comm*	2/11/2025	1	\$	30
GARCIA, Sonia			Land Acq	2/27/2025				Full Comm	Absent	1	\$	30
GRIPE, Jonathan	Executive	2/6/2025				Fin & Admin	2/25/2025	Full Comm	2/11/2025	3	\$	90
GUMZ, Michelle	Executive*	2/6/2025	Land Acq	Absent				Full Comm*	2/11/2025	2	\$	60
IQBAL, Mo	Executive*	2/6/2025				Fin & Admin	2/25/2025	Full Comm	2/11/2025	3	\$	90
JUBY, Leslie	Executive	2/6/2025				Fin & Admin*		Full Comm	2/11/2025	3	\$	90
KIOUS, Chris				2/27/2025	Plan & Util			Full Comm	2/11/2025	2	\$	60
*LEWIS, Anita	Executive	2/6/2025	Land Acq	2/27/2025				Full Comm	2/11/2025	3	\$	90
LINDER, Mike			Land Acq	Absent				Full Comm	Absent	0	\$	
MOLINA, Myrna				2/27/2025	Plan & Util*			Full Comm	2/11/2025	2	\$	60
PENESIS, Ted				2/27/2025	Plan & Util			Full Comm	2/11/2025	2	Ś	60
ROTH, Bill	Executive	2/6/2025	Land Acq	2/27/2025		Fin & Admin*	2/25/2025	Full Comm	2/11/2025	4	\$	120
SANCHEZ, Jarett			Land Acq	2/27/2025			_,,	Full Comm	Absent	1	\$	30
STRATHMANN, Cherryl	Executive	2/6/2025		Absent	Plan & Util			Full Comm	2/11/2025	2	\$	60
SURGES, Cliff				fue				Full Comm	Absent	0	\$	
TARVER, Bill							12 15 -	Full Comm	2/11/2025	1	\$	30
TEPE, Vern								Full Comm	2/11/2025	1	\$	30
*WILLIAMS, Rick	Executive	2/6/2025				Fin & Admin	2/25/2025	Full Comm	2/11/2025	3	\$	90
YOUNG, David							_,,,	Full Comm	2/11/2025	1	\$	30
								. 30 00000			17	
Remote= *										Total	\$	1,230
01												
10			27/2025									
David Petschke, Dir. of Finan	nce	Date										

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FP RESOLUTION NO. FP-R-25-03-3141

RESOLUTION AUTHORIZING A CONTRACT EXTENSION FOR MONEY MANAGER SERVICES FROM SAWYER FALDUTO ASSET MANAGEMENT, LLC

WHEREAS, the Forest Preserve District of Kane County, Illinois finds it necessary and desirable to extend the contract and retain the services of Sawyer Falduto Asset Management, LLC; and

WHEREAS, said contract was a ten-year contract for money management services with Sawyer Falduto and is set to expire on June 30th, 2025; and

WHEREAS, the current contract provides for a total of ten years at the current guaranteed fee of 0.15% of market value of assets under management; and

WHEREAS, the District would extend the contract for the ten years to expire on June 30, 2035.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Forest Preserve District of Kane County, Illinois that the contract with Sawyer Falduto Asset Management, LLC be extended for a ten-year contract for money management services.

APPROVED AND PASSED on this 11th day of March, 2025

Bill Lenert	Mohammad Iqbal
President, Kane Forest Preserve	Secretary, Kane Forest Preserve
Kane County, Illinois	Kane County, Illinois



AGENDA MEMORANDUM

DATE: February 25, 2025

TO: Finance and Administration Committee

FROM: Ben Haberthur, Executive Director

Dave Petschke, Director of Finance

SUBJECT: Presentation and Approval of a Contract Extension for Money Manager Services from Sawyer

Falduto Asset Management, LLC.

PURPOSE:

The purpose of this memorandum is to provide the Committee with information to consider extending the agreement with Sawyer Falduto Asset Management, LLC.

BACKGROUND:

In June of 2015, the Commission approved a two-year contract for money manager services with Sawyer Falduto Asset Management, LLC based on results of an RFP. This contract was extended by the board in April 2017 for an additional 8 years, which will be expiring in June, 2025. Their proposal included a guaranteed fee of 0.15% of market value of assets under management for a period of ten years. Included within this fee are the following:

- Investment Policy drafting, review and updating as needed
- Acceptance of Fiduciary Responsibility
- Fixed Income Management
- Coordination of Custodial Services
- Monthly Statements via Schwab Institutional
- On-line Access via Schwab Institutional
- Quarterly Performance Reports
- Attendance at Quarterly Board Meetings or with Finance Department
- Direct Access to the Sawyer Falduto Managing Partners

Staff reviewed all investment performance for the 2024 calendar year as provided below.

<u>Investment</u>	Amount Invested	Net Annualized Return
Sawyer Falduto Asset Management, LLC	\$4,649,008	4.7%
IMET Convenience Fund (Money Market)	Varies	5.02%

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FINANCIAL IMPACT:

Sawyer Falduto Asset Management, LLC. have agreed to lock in their guaranteed fee of 0.15% of market value of assets under management for an additional 10-year period. Staff believes that this extension would increase investment returns and better utilize funds that are designed to be set aside for a longer period. All investments made by Sawyer Falduto can be sold on the open market if the District needed access to the funds.

RECOMMENDATION:

Staff recommends the Committee approve a ten-year contract extension with Sawyer Falduto Asset Management, LLC for money management services.

ATTACHMENT: None

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FP RESOLUTION NO. FP-R-25-03-3142

RESOLUTION APPROVING MODIFICATIONS TO THE ORGANIZATION ORDINANCE: CHAPTER III- OFFICERS OF THE DISTRICT: SECTION B - DUTIES OF OFFICERS AND SECTION C - COMPENSATION OF THE PRESIDENT AND COMMISSIONERS

WHEREAS, the FOREST PRESERVE DISTRICT OF KANE COUNTY, Kane County, Illinois, is a Special District as defined by the Downstate Forest Preserve Act, (70 ILCS 805/). The Organization is defined within the Downstate Forest Preserve Act and therefore complies with the provisions and is recognized by judicial notice as organized under this act; and

WHEREAS, it is reasonable, necessary and desirable for the FOREST PRESERVE DISTRICT OF KANE COUNTY, Kane County, Illinois, hereafter called "District", to restate an Organization Ordinance governing the organization and rules of procedure of the Board of Commissioners of the District annually. The original Organization Ordinance was passed on June 14, 1937, and most recently revised on November 14, 2023; and

WHEREAS, the District is subject to statutory changes from time to time, as well as policy changes adopted by the District over time, and as a result of those changes, it becomes necessary to review, reconsider, and revise the Organizational Ordinance of the District to assure adherence to the changes in statute and policy that have occurred or been adopted by the District since the last formal adoption or ratification of the Organizational Ordinance by the District; and

WHEREAS, the District has the authority and power to restate and establish this Organization Ordinance and rules of procedure.

NOW, THEREFORE, BE IT THEREFORE, BE IT ORDAINED by the Board of Commissioners of the Forest Preserve District of Kane County, Kane County, Illinois, that the restated Organization Ordinance, hereto attached and identified as Exhibit A be, and hereby is, adopted and approved.

APPROVED AND PASSED on this 11th day of March 2025.

Bill Lenert Mohammad Iqbal
President, Kane Forest Preserve
Kane County, Illinois Kane County, Illinois



AGENDA MEMORANDUM

DATE: February 25, 2025

TO: Forest Preserve District Finance & Administration Committee

FROM: Jennifer Clough, Director of Human Resources

Benjamin Haberthur, Executive Director

SUBJECT: Review and Discuss Potential Modifications to the Organization Ordinance: Chapter III- Officers of the

District: Section B - Duties of Officers and Section C - Compensation of the President and

Commissioners

PURPOSE:

The purpose of this memorandum is to provide the Committee with information to review and discuss proposed revisions to the District's Organization Ordinance.

BACKGROUND:

On an annual basis, staff reviews and prepares necessary changes to the District's Organization Ordinance for the Commission's approval. Two revisions described below were prepared for the Committee in January, 2025 and were returned to staff for further revision. Each modified clause has been revised for further consideration. In addition, limited changes have been made to update job titles, dates of record and make other points of clarification throughout the document.

The first revision to Chapter III, Section B – Duties of Officers, was made at the direction of the President. At the request of the Committee, the language has been revised for clarity and ease of understanding. The changes are intended to expedite the appointment of committee members when vacancies occur and to establish a Vice Chairperson position for District committees. This allows for continuity of duties and responsibilities in the absence of the Chairperson. The Chairperson and committee appointments of the President, as modified, are temporary in nature and require ratification by the Full Commission at its next scheduled meeting.

The second revision to Chapter III, Section C – Compensation of President and Commissioners was discussed and directed by the Commission in Fall, 2024 but was held for additional discussion and approval post-election. Similarly, modifications were made at the direction of the Committee. The ordinance was amended to add clarifying language on the compensation of Commissioners' attendance at Full Commission and Committee meetings for which they are listed on the roll call. The revision also confirms the District's practice of compensating Commissioners who attend meetings remotely, except in situations in which meetings are canceled due to a lack of quorum. Under these circumstances, only those commissioners who are both assigned to the Committee and who appear in person are eligible for per diem.

FINANCIAL IMPACT:

The FY 2024-2025 annual budget includes funds totaling \$9,100.00 in account 01-12-12-4050 for per diem stipend expenses. This account will be adjusted in the FY 2025-2026 annual budget to account for the payment of per diem stipends at Full Commission meetings. No other revisions to the Ordinance have associated financial implications.

RECOMMENDATION:

Staff recommends the Committee approve the revisions to the Organization Ordinance as presented.

ATTACHMENTS: Draft Organization Ordinance

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RESTATED ORGANIZATION ORDINANCE OF

THE FOREST PRESERVE DISTRICT OF KANE COUNTY

WHEREAS, the FOREST PRESERVE DISTRICT OF KANE COUNTY, Kane County, Illinois, is a Special District as defined by the Downstate Forest Preserve Act, (70 ILCS 805/). The Organization is defined within the Downstate Forest Preserve Act and therefore complies with the provisions and is recognized by judicial notice as organized under this act.

WHEREAS, it is reasonable, necessary and desirable for the FOREST PRESERVE DISTRICT OF KANE COUNTY, Kane County, Illinois, hereafter called "District", to restate an Organization Ordinance governing the organization and rules of procedure of the Board of Commissioners of the District. The original organization ordinance was passed on June 14, 1937; and,

WHEREAS, the District is subject to statutory changes from time to time, as well as policy changes adopted by the District over time, and as a result of those changes, it becomes necessary to review, reconsider, and revise the Organizational Ordinance of the District to assure adherence to the changes in statute and policy that have occurred or been adopted by the District since the last formal adoption or ratification of the Organizational Ordinance by the District; and

WHEREAS, the District has the authority and power to restate and establish this Organization Ordinance and rules of procedure;

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

CHAPTER I-GENERAL

<u>Section A - General Purpose of this Ordinance.</u> The general purpose of this Ordinance is to restate the organizational structure and rules of procedure of the District. As provided for in the Downstate Forest Preserve Act. (70 ILCS 805/) (Source: P.A. 96-239, eff. 8-11-09.)

<u>Section B - Corporate Authority.</u> The Board of Forest Preserve Commissioners shall be the corporate authority of the District and shall have the power to pass and enforce all necessary ordinances, rules and regulations for the management of the property and the conduct of the business of such District.

<u>Section C - Definitions.</u> For the purposes of this Ordinance, the following terms, phrases, words and their derivations shall have the meaning given herein. When consistent with the context, words used in the present tense include the future, words in the plural number include the singular number and words in the singular number include the plural number. Words used in the masculine gender are for convenience only. The word "shall" is always mandatory and not merely directory.

- "Commission", wherever used, means the Board of Forest Preserve Commissioners of the District, when acting as the governing body of the District.
- "Commissioner", wherever used, means a member of the Board of Forest Preserve Commissioners.
- 3. "District", wherever used, means the Forest Preserve District of Kane County.

- 4. "Employee", wherever used, means any full or part time, regular or temporary worker in the employ of the District under the supervision of the President.
- 5. "President", wherever used, means the elected President of the Board of Forest Preserve Commissioners.
- "County Board", wherever used, means the County Board of Kane County, Kane County, Illinois, composed of its members elected or appointed, pursuant to state statute and county ordinance whether or not there are vacancies.
- 7. "Executive Director", wherever used, means the Chief Executive Officer of the District hired by the Commission.
- 8. "Standing Committee", wherever used, refers to those committees appointed by the President which meet on a regular basis year round and work on the general matters as opposed to a special committee appointed for a special purpose or for a limited duration.
- 9. "Public Body", wherever used, refers to all legislative, executive, administrative or advisory bodies of the State, counties, townships, cities, villages, incorporated towns, school districts, and all other municipal corporations, boards, bureaus, committees, or commissions of this State, and any subsidiary bodies of any of the foregoing including but not limited to committees and subcommittees which are supported in whole or in part by tax revenue, or which expend tax revenue, except the General Assembly and committees or commissions thereof. [5 ILCS 120/1.02]
- 10. "Meeting", wherever used, refers to any gathering, whether in person or by video or audio conference, telephone call, electronic means (such as, without limitation, electronic mail, electronic chat, and instant messaging), or other means of contemporaneous interactive communication, of a majority of a quorum of the members of a public body held for the purpose of discussing public business. [5 ILCS 120/1.02]. This includes and is subject to the following:
 - A gathering of a majority of a quorum of a public body held to discuss public business.
 - Before permitting a member to attend a meeting electronically, a public body must adopt and have in place rules allowing for members to attend electronically. The rules, requirements and restrictions of the Open Meetings Act (OMA), may further limit the extent to which attendance by other means is allowed, and may provide for the giving of additional notice to the public or further facilitate public access to meetings. To allow a member of a public body to attend a meeting other than by being physically present in a meeting room, the public body and the member seeking to attend by other means must meet certain statutory requirements. The public body must adopt rules for remote participation electronically. If a public body has not adopted appropriate rules, it cannot permit a member to attend electronically [5 ILCS 120/7].

11. "Convenient and Open to the Public", wherever used means that meetings of public bodies are to be held at places which are convenient and open to the public and not restricted to a particular group or category of participants and for these purposes, "convenient" means suitable or proper and consistent with the other requirements of the OMA, generally. Public bodies must give citizens an opportunity to speak at public meetings. OMA requires that any person shall be permitted an opportunity to address public officials under the rules established and recorded by the public body [5 ILCS 120/2.06(g)]

It is public policy of this State and thus as part of the State, this District, that its citizens shall be given advanced notice of and the right to attend all meetings at which any business of a public body is discussed or acted upon in any way. 5 ILCS 120/1

It shall also include language subject to the requirements of the Americans with Disabilities Act of 1990. Individuals with disabilities who plan to attend this meeting and who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting or facilities, are asked to contact the District office prior to the meeting.

Additionally, if you wish to speak at a Public Informational Meeting, you must submit a completed Request to Speak Form. You may submit the form online no later than 24 hours before the scheduled meeting, or you may submit the form in person to the Secretary no later than 15 minutes prior to the start of the meeting. Notices of this meeting are posted consistent with the requirements of the Open Meetings Act [5 ILCS 120/1 et seq.] (Open Meetings Act).

Advance notice of public meetings is part of this public policy, as is the principle that exceptions to allow closed meetings are to be interpreted narrowly. 5 ILCS 120/

- 12. "Quorum", wherever used, refers to the minimum number of members of a public body who must be present at a meeting in order for the body to take official action. Unless the law otherwise provides, a quorum of a public body is a majority of the total number of members of the body. A "majority of a quorum" is the smallest number of members of a public body able to control action when a bare quorum is present.
- 13. "Presiding Officer", wherever used, refers to the President, President Pro-Tem or a Committee Chair, as the case may be, whose duty it is to chair a Commission meeting and, in the case of committee meetings, it shall mean the Chairperson, or in the case of their absence, the member of the Committee who is elected to chair the Committee meeting.
- 14. "Americans with Disabilities Act" (ADA), wherever used, refers to the Americans with Disabilities Act (ADA) which became law in 1990. The ADA is a civil rights law that prohibits discrimination against individuals with disabilities in all areas of public life, including jobs, schools, transportation, and all public and private places that are open to the general public. The purpose of the law is to make sure that people with disabilities have the same rights and opportunities as everyone else.

CHAPTER II - COMMISSION AND COMMISSIONERS

Section A - Composition and Term.

- The Commission shall consist of the members of the County Board of Kane County, Kane County, Illinois, functioning in their separate and distinct capacities as members of the Board of Commissioners of the District.
- 2. The term of each Commissioner shall coincide with, and be the same as, his term as a County Board member.
- 3. In the event of a vacancy on the Commission for whatever reason, such a vacancy shall be filled according to the applicable statutes and procedures for filling vacancies on the County Board and the new member of the County Board shall automatically, by virtue of becoming a member of the County Board, be a member of the Board of Commissioners of the District upon taking the oath of office as a Commissioner of the District. Modifications in Officers, Committee Chairs and/or Committee members shall be ratified by the Commission.
- 4. The Commission shall be construed in law and in equity, a body corporate and politic, a municipal corporation, and shall be known as the Forest Preserve District of Kane County, Kane County, Illinois.

Section B - Duties of the Commission.

- 1. The Commission shall perform those duties prescribed by statute.
- The Commission shall be the corporate authority of the District and shall have the power to pass and enforce all necessary ordinances, rules and regulations and do those things necessary for the management of the property and conduct of the business of the District.
- 3. The Commissioners shall elect a President of the Commission. The Commissioners shall hire an Executive Director.
- 4. Effective January 1, 2012, elected or appointed members of a public body subject to Open Meetings Act (OMA) must complete the electronic training once during their term of election or appointment no later than the 90th day after taking the oath of office or, if not required to take an oath of office, after otherwise assuming responsibilities as a member of the public body. Elected or appointed members need not complete the electronic training on an annual basis.

CHAPTER III - OFFICERS OF THE DISTRICT

Section A - Composition and Term.

- The officers of the District shall be commissioners and shall be the positions of President, President Pro-Tem, Secretary and Treasurer.
- 2. All Officers, except the President, shall serve for a term beginning with the annual Organization meeting and ending one day prior to the following annual Organization meeting or until their successors have been properly elected or appointed, unless a shorter term is specified at the time of appointment, in which event the shorter term shall prevail. The Executive Director is not an officer.
- 3. The President shall be elected by the members of the Commission for a period of two (2) years. For the election of the President, the Executive Director or another senior staff

member of the District shall be deemed elected as temporary chair of that portion of the meeting, entertaining nominations for President from the floor. If more than two candidates are nominated, then votes on all nominated candidates shall be taken by roll call successively. If a candidate receives a majority of the votes cast, that candidate shall be declared the winner without further voting taking place for the position of President. If no majority is reached by one candidate on the first round of voting, another round of voting shall commence, except that the recipient (or in the case of a tie between two or more candidates receiving the least amount of votes the recipients), of the least number of votes cast shall be dropped from the ballot for subsequent rounds of voting. The foregoing will continue until a majority of votes is reached in favor of one nominated candidate. If less than a majority of votes is received by the candidate with the highest vote total in any round of voting, then as contemplated above, the candidate with the least number of votes cast shall be stricken from the next round of voting, and voting shall continue until a single nominated candidate receives a majority of votes cast. Such person receiving the highest number of votes cast and which is a majority of the votes, shall be the elected President. The newly elected President shall then preside over the balance of the meeting in which he or she is elected.

- 4. All other officers shall be appointed by the President.
- 5. In the event of a vacancy in an office, for whatever reason, such vacancy shall be filled according to the same procedure used for the election or appointment at the annual organization meeting.
- 6. Whenever any person holding the office of President or Commissioner of the District shall, from any cause, cease to be a legal voter within the District, his office shall thereupon become vacant, and a successor shall be appointed for the remainder of this term as other members of the Commission are appointed.
- Certain staff shall hold the positions of Assistant Secretary, Recording Secretary and Assistant Treasurer which shall not be considered Officers.

Section B - Duties of Officers; Committee Appointments by President.

1. PRESIDENT:

- a. Shall perform those duties prescribed by statute, law or the Commission;
- b. Shall preside at all meetings of the Commission;
- c. Shall present all appointments to be approved by the Full Commission by a simple majority vote; provided, that if a vacancy arises on any committee, including a vacant chairperson or vice chairperson position, that vacancy may be immediately and temporarily filled by committee appointment(s) by the President to more readily enable a committee quorum to be met at committee meetings that occur prior to final selection ratification by the full commission, as provided in subsection (f) below.
- d. Shall be an officer of the District;
- e. Shall appoint the President Pro-Tem, Secretary and Treasurer.
- f. Shall appoint Chairperson and any additional members of the Executive Committee, and the Chairperson and Vice Chairperson of all other subcommittees. He/she may appoint other members and establish the duties of each committee in writing within 30 days after

the President is elected or to fill any committee vacancy as contemplated in subsection (c) above. Special committees and their duties may be established at any time by the President; The Executive Committee shall consist of the President (as Chair), the Chairpersons of any other Committees, Officers and those other Commissioners as appointed by the President.

g. Shall appoint attorneys and special attorneys to represent the District when deemed necessary;

- h. Shall appoint other officers as may be necessary;
- i. Shall have the power to rescind and cancel any appointment at any time, subject to <u>subsequent</u> Commission approval <u>of same at the next succeeding Full Commission</u> <u>meeting in the same manner as initial appointments or vacancy appointments</u> <u>under Section B(1), subsections (c) and (f) above;</u>
- j. Shall sign all ordinances, resolutions and other papers necessary to be signed and shall
 execute contracts entered into by the District and perform such other duties as may be
 prescribed by ordinances;

- May call standing or special committee meetings in addition to those established by this ordinance or special ordinance of the Commission;
- I. May veto any ordinance and any orders, resolutions and actions, or any items therein contained, of the Commission, which provide for the purchase of real estate or for the construction of improvements within the preserves of the District; such veto shall be filed with the Secretary of the Commission within five (5) days after the passage of the ordinance, order, resolution or action and when so vetoed, the ordinance, order, resolution or action or any item therein contained is not effective unless it is again passed by a two-thirds vote of all members of the Commission;
- May vote in the same manner as any other member of the Commission at Commission meetings.

2. PRESIDENT PRO-TEM:

- a. The President shall appoint a President Pro-Tem;
- In the event of the death, disability, or when the President is unable to perform his
 duties because of absence or inability to act, the President Pro-Tem shall serve as
 President or until a new President is elected;
- c. The President Pro-Tem, at such times, shall have the powers and duties of the President.

3. SECRETARY:

- a. The President shall appoint a Secretary;
- b. Shall perform those duties prescribed by statute, law or the Commission;
- c. Shall record and publish the minutes of the meetings of the Commission as well as the Closed Session minutes pursuant to Illinois Complied Statute 5ILCS 120/2.03 and has made a determination as to whether the need for confidentiality still exists as to all or part of those minutes which have not been made fully public;
- d. Shall maintain a file of minutes, ordinances, resolutions and orders of the Commission;
- Shall serve as custodian of the corporate seal and affix it to any records acquired by statute;
- f. Shall oversee Assistant Secretary and Recording Secretary in the duties;

g. ASSISTANT SECRETARY:

- $i. \quad \ \ \, \text{The Executive Director shall act as Assistant Secretary}.$
- ii. Shall perform the duties of the Secretary as delegated to the Assistant Secretary by the Secretary and when the Secretary is unable to perform the duties of Secretary or in the case of absence, inability to act or death of the Secretary;
- Shall oversee the Recording Secretary and is authorized to further delegate the duties of the Secretary as described in Section B(3), subsection (g), subsubsection (iii) to the Recording Secretary.

h. RECORDING SECRETARY:

i. The Executive Administrative Assistant to the Executive Director shall act as

Recording Secretary;

- ii. Shall also act as Freedom of Information Officer [5 ILCS 140/3.5(a)].
- iii. Shall also act as Opens Meetings Act Compliance Designee [5 ILCS 120/1.05].

4. TREASURER:

- a. The President shall appoint a Treasurer;
- Shall perform those duties prescribed by statute, law or the Commission and shall be authorized to delegate any specific function to the Assistant Treasurer of any of the following functions listed in subsections c – m hereinbelow;
- c. Shall receive and deposit all monies;
- d. Shall prepare all checks and maintain a check-register;
- e. Shall register or de-register bonds issued by the District;
- f. Shall reconcile bank statements;
- g. Shall maintain a file of the orders for deposit of monies;
- h. Shall keep and maintain all records at the administration offices of the District;
- i. Shall file the annual audit in compliance with audit of accounts;
- j. Shall cause a statement of receipt and disbursements or the audit to be prepared and published, in accordance with the law;
- k. Shall recommend depositories to be selected by the District;
- Shall have the responsibility for the handling, care and investment of all deposits, investments or funds of the District, all pursuant to the ordinance for the investment of funds;
- m. Shall account to the District, at such times and places, and on such forms as are required by the District;
- Shall have such other duties as shall be specifically prescribed by the President of the District, from time to time.
- o. Shall oversee the Assistant Treasurer;

p. Assistant Treasurer:

- i. The Chief Financial Officer Director of Finance shall act as Assistant Treasurer.
- ii. Shall perform the duties of the Treasurer as delegated to the Assistant Treasurer by the Treasurer and when the Treasurer is unable to perform the duties of Treasurer or in case of absence, inability to act or death of the Treasurer;
- iii. The Assistant Treasurer shall be deemed to have been delegated the following functions by the Treasurer, unless expressly advised otherwise by the Treasurer:
- a. Shall receive and deposit all monies;
- b. Shall prepare all checks and maintain a check-register;
- c. Shall register or de-register bonds issued by the District;

- d. Shall reconcile bank statements;
- e. Shall maintain a file of the orders for deposit of monies;
- f. Shall keep and maintain all records at the administration offices of the District;
- g. Shall file the annual audit in compliance with audit of accounts;
- h. Shall cause a statement of receipt and disbursements or the audit to be prepared and published, in accordance with the law;
- i. Shall recommend depositories to be selected by the District;
- j. Shall have the responsibility for the handling, care and investment of all deposits, investments or funds of the District, all pursuant to the ordinance for the investment of funds;
- Shall account to the District, at such times and places, and on such forms as are required by the District;
 - Shall have such other duties as shall be specifically prescribed by the President of the District, from time to time.

5. ATTORNEYS:

- a. Shall perform those duties prescribed by statute, law, or the Commission;
- b. Shall advise the Commission and the staff on legal matters;
- c. Shall direct litigation and represent the Commission, except in those cases where a special attorney has been appointed by the President.

Section C - Compensation of President and Commissioners.

- 1. Per Diem_Stipend. A Commissioner shall be allowed reimbursement for a per diem_stipend, which shall not be more than the established amount per day, for all services rendered as a Commissioner on such day for attendance at all regular, adjourned, canceled (due to lack of quorum) Full Commission or Committee meetings of the District_for which they are named on the roll call. Commissioners shall be allowed a per diem_stipend maximum of \$30.00 per day for all services rendered on such day for the District. The remote attendance of Commissioners at Full Commission and Committee meetings consistent with Chapter X: Open Meetings Act shall be eligible to receive a per diem stipend, with the exception of meetings canceled due to a lack of quorum, in which case remote attendees are not allowed reimbursement.
- Except for the President, officers of the Commission shall not receive additional
 compensation by reason of being an officer of the District, but shall receive
 compensation by per diem <u>stipend</u> and expenses as authorized by the President for
 all time spent on Commission business, whether as a Commissioner or as an officer
 according to the rules for compensation for Commissioners. See Section D: Travel
 Expense Reimbursement and also RESOLUTION 16-12-2509.
- 3. The President of the Commission shall receive, in lieu of *a per diem <u>stipend</u>* payment, a salary fixed by the Board of \$25,000.00 per year.
- 4. Prior Approval Outside the District. A Commissioner must receive the approval of the President or the Commission to carry out the business of the District outside the boundaries of the District prior to receiving reimbursement therefor.
- Prior Approval Inside the District. A Commissioner must receive the approval of the President to carry out the business of the District other than for Commission or Committee meetings inside the boundaries of the District prior to receiving reimbursement therefor.

Section D. Travel Expense Reimbursements.

The Forest Preserve District of Kane County is a non-home rule unit of local government pursuant to Article VII, 8 of the 1970 Constitution and the Local Government Travel Expense Control Act, Public Act 99-0604. The Act requires that all local non-home rule public agencies regulate by ordinance or resolution (FP-R-16-12-2509) the reimbursement of all travel, meal and lodging expenses of their Commissioners, employees, and representatives by the effective date of July 1, 2017. Travel Expense Reimbursement Policy RES: 16-12-2509: Official Business for which Expenses May Be Reimbursed.

A commissioner, employee or representative of the District shall be entitled to reimbursement for travel, including meals and lodging, related to the following types of official business:

- Educational conferences, seminars or training related to duties of the commissioner, employee or representative of the District.
- Site visits to current or potential vendors of the District.

 Professional associations and partnering agencies meetings and work groups necessitating participation by the District.

1. Maximum Allowable Reimbursement for Expenses.

- Unless otherwise excepted herein, the maximum allowable reimbursement for a commissioner, employee or representative of the District shall be as follows:
 - i. Mileage: Those reimbursement rates set by the IRS.
 - ii. Travel: Those expenses for rental vehicle, airfare, taxi, train, bus, parking, etc.
 - Rental Vehicles- It is the responsibility of each employee to obtain quotes for the least expensive provider for a compact level vehicle unless necessitated by equipment/supply cargo or additional personnel and pre-approved by Executive Director.
 - Airfare- It is the responsibility of each employee to obtain the least expensive airline and coach seat within reason of travel parameters and pre-approved by Executive Director.
 - 3. Other Travel Expenses- Such as taxi, train, bus and/or parking ancillary to the program or event shall be limited to \$75 per day.
 - iii. Lodging: It is the responsibility of each employee to obtain quotes from several lodging options within reasonable proximity of conference/meeting and request the lowest available lodging rate at the time of making reservations. Maximum allowable base rate reimbursement is \$180.00 per day.
 - iv. Meals: Maximum allowable reimbursement will be \$75.00 per day for meals.
 The following exceptions shall not be controlled by Section C.2. and shall be limited as indicated:
 - 1. Conference package lodging charges or lodging at official meeting hotels when pre-approved by the Executive Director in excess of the maximum allowed above.
 - Meals and lodging for commissioners, employees and representatives
 exceeding the allowed maximum level when within metropolitan areas
 such as Springfield, Chicago, counties of Cook, Lake, and DuPage, and
 out of state travel provided the amount of such expenses does not
 exceed 150% of the maximum allowance allowed above for all other
 areas.
 - 3. Meals purchased for non-District employees or non-District officials while on travel status and in connection with District business are reimbursable in reasonable amounts not exceeding 200% of the maximum daily allowable reimbursement hereunder for commissioners, employees and representatives. A statement specifying why and for whom, the expense was provided shall be included as part of the travel voucher.

4. The Executive Director, Directors, and Supervisors are responsible for proper monitoring of claims under this Section.

2. Approval of Expenses.

The Board of Commissioners of the Forest Preserve District of Kane County must approve the following reimbursements for travel, including meals or lodging by a roll call vote at an open meeting of the Board of Commissioners of the Forest Preserve District of Kane County:

- a. Any expense of any employee or representative that exceeds the maximum permitted in Section III; or
- b. Any expense of any member of the Board of Commissioners of the Forest Preserve District of Kane County.

3. Documentation of Expenses.

Before any reimbursement for travel related expenses may be approved, a standardized form for submission of travel, meal and lodging expenses supported by the following minimum documentation shall first be submitted to the direct supervisor or the Board of Commissioners of the Forest Preserve District of Kane County; whichever is applicable pursuant to Section IV:

- An estimate of the cost of travel, meals, or lodging if expenses have not been incurred
 or a receipt of the cost of the travel, meals, or lodging if the expenses have already
 been incurred;
- b. The name of the individual who received or is requesting the travel, meal, or lodging expense;
- c. The job title or office of the individual who received or is requesting the travel, meal or lodging expense; and
- d. The date(s) and nature of the official business in which the travel, meal, or lodging expense was or will be expended.

All documents and information submitted under this Section are public records subject to disclosure under the Freedom of Information Act, 5 ILCS 140/1.

4. Entertainment Expenses.

No employee, representative or member of the Board of Commissioners of the Forest Preserve District of Kane County shall be reimbursed by the District for any entertainment expense, excluding those sanctioned with prior approval.

CHAPTER IV - ADMINISTRATIVE STAFF OF THE DISTRICT

Section A - President.

The President is the Chairperson of the District's meetings. The President shall administer those functions of the District as directed by the Commission. The duties of the President shall be delineated in his/her job description.

Section B- Administrative Staff.

- Executive Director: The Chief Executive Officer of the District shall be the Executive
 Director. He/she shall report to the Commission and its President. The Executive Director
 shall manage the affairs of the District. The duties of the Executive Director shall be
 delineated in his/her job description. The Executive Director shall be a contract employee.
 The Administrative Staff shall also consist of supervisory, administrative and operating
 personnel required to fill the positions established by the Commission.
- Chain of Command: In the event of the agency's chief executive officer is incapacitated, out
 of town, ill or is unable to perform, his/her duties. The Chief Financial Officer Director of
 Finance will assume authority. In the event that the CFO Director of Finance is unable to
 assume authority, the Chief of Planning and Operations Director of Planning and Land
 Protection would then assume authority.
 - a. Chief Financial Officer Director of Finance (CFO)
 - The <u>Chief Financial Officer Director of Finance</u> will assume authority in the event that the Executive Director is unable to assume authority.
 - ii. Performs the duties of the Treasurer as delegated as the Assistant Treasurer by the Treasurer and when the Treasurer is unable to perform the duties of Treasurer or in case of absence, inability to act or death of the Treasurer;
 - iii. Shall serve as a Freedom of Information Act (FOIA) Officer, named and identified on website and written documentation. The FOIA Officer also shall develop a list of documents or categories of records that the public body shall immediately disclose upon request [5 ILCS 140/3.5(a)].
 - b. Chief of Planning and Operations Director of Planning and Land Protection (CPO)
 - In the event that the <u>CFODirector of Finance</u>-is unable to assume authority, the <u>Chief of Planning and Operations Director of Planning and Land</u> <u>Protection</u> would then assume authority.
 - The CPODIRECTOR OF PLANNING AND LAND PROTECTION shall serve as the District's ADA Compliance Officer.

CHAPTER V -

ORGANIZATION AND OPERATION OF A POLICE DEPARTMENT FOR THE DISTRICT

The (Forest Preserve) board shall have the right, and power to appoint and maintain a sufficient police force, the members of which shall be peace officers certified and trained under the provisions of the Illinois Police Training Act. (70 ILCS 805/8a) (Chapter 96 ½, par. 6316 – Down State Forest Preserve Act).

The Forest Preserve District's sworn police officers enforce federal, state, and county laws, as well as our <u>General Use Regulation Ordinance</u>. The department ensures the safety of life and property in the forest

preserves and adheres to the highest principles of the law enforcement profession. Officers respond to calls for emergencies, safety and service, and patrol the preserves on foot, bicycle, snowmobile, horseback, ATV, and vehicle. This department's function is to provide protection of facilities, natural resources, and citizen users; deter occurrences of crime, and provide a safe recreational environment for all citizens through pro-active enforcement and education efforts; provide security and traffic control for scheduled special events, when requested. The department is comprised of the following positions:

- Director of Public Safety / Chief of Police
- Sergeant
- Police Officer (<u>5</u>4 Full Time)
- Year-round Seasonal Police Officers
 - Training. Police officers attend a state-certified police academy and Field Training Officer (FTO) program in conservation and Forest Preserve District ordinances, rules and regulations, as well as procedures. In-service training also keeps staff knowledgeable about legal updates, law-enforcement authority and human rights, and other State mandated training.
 - 2. Police Protection. For all purposes of this Ordinance, the term "police protection" shall include, conducting routine, periodic motorized surveillance; making arrests on view of the offense, on reliable report of witnesses or upon warrants for violation of any State law and for violation of any of the penal ordinances of the District; warning apparent violators on District property of their apparent violations of any of the penal ordinances of the District and of laws of the State of Illinois and ordering them to cease the apparent violations; using lawful and reasonably necessary police methods to prevent, detect and make arrests for violations of any of the penal ordinances of the District.
 - 3. Territory. The members of the police force shall have and exercise police powers over the territory owned, leased, or licensed by the District and property over which the District has easement rights for the preservation of the public peace, and the observance and enforcement of the ordinances and laws, such as are conferred upon and exercised by the police of organized cities and villages; but such police force when acting within the limits of any city or village, but outside the territory owned, leased, or licensed by the District and property over which the District has easement rights, shall act in aid of the regular police force of such city or village and shall then be subject to the direction of its chief of police, city or village marshals, or of other head thereof. (70 ILCS 805/8a) (Chapter 96 ½, par. 6316 Down State Forest Preserve Act) (Source: P.A. 86-1480)
 - 4. Filing Complaints. If you wish to make a complaint about the Forest Preserve District's police personnel, conduct or any aspect of our law enforcement operations:
 - Call or email the District Administration Office at 630-232-5980 (forestpreserve@kaneforest.com) and ask to speak to the Police Chief.

Uniform Peace Officers' Disciplinary Act, (50 ILCS 725/3.8), requires that anyone who
files a complaint against a sworn peace officer must have the complaint supported by a
sworn affidavit (effective 1/1/04). If you are unable to secure a notary public on your
own, the department shall provide one. Please call ahead to make an appointment with
a notary public.

CHAPTER VI - MEETINGS

Section A - Establishing Calendar and Organization Meeting.

The Commission shall ratify its calendar at its December meeting for the following year to include Committee and Full Commission meetings and Holiday observation calendar. The Commission shall meet annually within forty-five days after the date that the Kane County Board holds its annual organization meeting for the purpose of adopting an organization ordinance, electing officers, making appointments and otherwise organizing the District for the following year. The following shall be the order of business:

- 1. Reading of roll call by Recording Secretary of the Forest Preserve Commission;
- 2. Reading and approving the minutes of the last meeting;
- 3. Approval of organization ordinance;
- 4. Approval, as applicable, of Officers, Committee Members, and Chairs;
- Adjournment.

Section B: Election Year - Presidential Election Meeting.

The Commission shall meet bi-annually for the purpose of electing the office of President. The following shall be the order of business:

- 1. Reading of roll call by Recording Secretary of the Forest Preserve Commission;
- 2. Reading and approving the minutes of the last meeting;
- 3. Nomination of Acting Chair;
- 4. Nominations for duty of President;
- Election of President;
- Ordinance ratifying meeting dates and Annual Calendar, including Holiday Observation Calendar for the Commission and Staff;
- 7. Adjournment.

Section C - Appointments by President and Approval of Organizational Ordinance.

Within forty-five days after the election of the President, the Commission shall meet for the purpose of adopting or ratifying an organizational ordinance and, with the advice and consent of a simple majority of the members of the Commission, the President may make the following appointments and describe the duties of the standing committees and special committees appointed at that time, all in a written report to be furnished to the Commission within said forty-five days:

- 1. President Pro-Tem;
- 2. Secretary;
- 3. Treasurer;
- 4. Chairperson of standing committee, if any,
- 4.5. Vice Chairperson of standing committee, if any;
- 5.6. Members of standing committees;
- 6.7. Attorney(s)
- 7.8. Approval of Organizational Ordinance.

Filling of Vacancies: All vacancies on committees and committee chair selection shall be made by the President from time to time and as ratified by the Commission.

Section D - Regular, Adjourned or Special Meetings.

- Regular or Adjourned Meetings. The Commission shall meet on days it schedules each month. The meeting may be adjourned to a certain date or adjourned without mentioning a date.
 - a. As a public body, the District is required to give public notice, at the beginning of each calendar or fiscal year, of the dates, times, and places of their regular meetings to be held during the year.
 - b. An agenda for each regular meeting shall be posted at the Administration Offices of the District, 1996 S. Kirk Road, Suite 320, Geneva, IL 60134, which is also the location of the meeting, it will be posted at least 48 hours in advance of the hold of the meeting. It is also posted to both the websites of the District www.kaneforest.com as well as the Kane County Government website www.kanecountyil.iqm2.com/Citizens/Default.aspx. These agendas remain posted until the regular meeting is concluded.
- 2. Order of Business for Regular Meetings:
 - a. Call to order by the President;
 - b. Pledge of Allegiance;
 - c.__Roll call;
 - e.d. Acknowledgement of remote attendance;
 - <u>e.</u> Approval of minutes of the last meeting;
 - e.f. Public speaking; with a reasonable time limit of 3 minutes of each comment, allowing the public body to end a comment if it is repetitious or disruptive.
 - fig. New and Unfinished Business; Other petitions, resolutions and ordinances;
 - g.<u>h.</u> Reports and Communications; To or by the President and the Commissioners;
 - h.i. Adjournment.
- 3. Special Meetings.

Special Meetings of the Commission shall be held only upon written request to the Secretary by at least one-third of the members of the Commission, or in the case of an emergency, by the President, specifying the time and place of such meeting and the

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matter or matters to be presented. Upon receipt of said request, the Secretary shall immediately transmit the request in writing to each member of the Commission at least

48 hours in advance of said meeting. The Secretary shall also cause proper notice of such meeting to be published in some newspaper printed within the County.

- a. Notice for any special meeting, rescheduled regular meeting, or reconvened meeting shall be given at least 48 hours before such meeting. However, public notice is not necessary for a meeting that is reconvened within 24 hours, or if the time and place of the reconvened meeting was announced at the original meeting and there is no change in the agenda.
- b. Order of business for Special Meetings:
 - i. Call to order by the President;
 - ii. Pledge of Allegiance;
 - iii. Roll Call;

iii.iv. Acknowledgement of remote attendance;

iv.v. Reports of items listed for action in request for Special Meeting;

v.vi. Adjournment.

Section E - Vote Requirements.

- 1. The "yeas" and "nays" shall be taken and entered in the meeting minutes recorded by the Recording Secretary upon the passage of all ordinances and all proposals to create any liability or for the expenditure or appropriation of money. The concurrence of a majority of all the members appointed to the Commission is necessary to the passage of any such ordinance of proposal. In all other cases, the "yeas" and "nays" shall be taken at the request of any member of the Commission and shall be entered into the minutes of the meetings as recorded.
- 2. An affirmative vote of at least two-thirds of all the members of the Commission is required to vacate any street, roadway or driveway contained within a forest preserve.
- 3. An affirmative vote of at least two-third of all the members of the Commission is required to transfer from one appropriation of any one fund to another use of the same fund, not affecting the total amount appropriated, may be made at any meeting of the Board by a two-thirds vote of all the members constituting the Board. (By a like vote, the Board may make appropriations in excess of those authorized by the appropriation ordinance, in order to amend the appropriation).
- 4. Except as above provided by law or where otherwise prescribed by ordinance, all other action of the Commission shall require a majority of those Commissioners present provided that there is a quorum, as defined by Robert's Rules of Order.

Section F - Open Meetings - Notices and Publications.

It is public policy of this State and, thus, as part of the State, this District commits that its citizens shall be given advanced notice of and the right to attend all meetings at which any business of a public body is discussed or acted upon in any way. Notices of each meeting are to be posted consistent with the notice requirements of 5 ILCS 120/1 et seq.

Advance notice of public meetings is part of this public policy, as is the principle that exceptions to allow closed meetings are to be interpreted narrowly [5 ILCS 120/1].

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Notices shall also include language subject to the requirements of the Americans with Disabilities Act of 1990. Individuals with disabilities who plan to attend this meeting and who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting or facilities, are asked to contact the District office prior to the meeting.

 Individuals wishing to speak at a Public Informational Meeting, must submit a completed Request to Speak Form online no later than 24 hours before the scheduled meeting, or may submit the form in person to the Recording Secretary no later than 15 minutes prior to the start of the meeting.

CHAPTER VII - RULES OF ORDER

Section A - Duties of Presiding Officer.

The presiding officer shall preserve order and decorum and may speak to points of order in preference to other members and shall decide all questions of order, subject to appeal. In case of any disturbance or any disorderly conduct, the presiding officer shall have the power to clear the meeting room.

Section B - Adoption of Robert's Rules of Order Newly Revised.

Robert's Rules of Order Newly Revised or as later published and revised from time to time, shall govern the Full Commission meetings, and all other committee meetings.

CHAPTER VIII - COMMITTEES

Section A - Committee Organization.

The Commission has determined that the committee structure in conjunction with the duties of the Executive Director is an efficient and productive way for the Commissioners to carry out their legal responsibilities. The primary responsibilities of the committees are suggesting policy, reviewing, investigating and making recommendations to the Commission.

The committee structure may be established so that more thought and time may be given to Commission matters by delegating review and investigative functions to a portion of its members, rather than reviewing all matters. The committees, therefore, are not operating bodies, but reviewing and investigative bodies; committee actions are not instructions to the Commission, but rather suggestions and/or recommendations.

Section B - Committees.

There may be regular and standing committees. In addition to the standing committees, the President can appoint one or more special committees. Special committees shall abide by the rules designated for standing committees. The duties of the committees shall be those duties specified in writing at the time committees are created or as changed from time to time by the President.

Section C - Confidentiality.

- Members shall keep confidential all discussion and debate and documents relating to Closed Session or the acquisition of properties until the acquisition is complete.
- Closed Session minutes are made pursuant to Illinois Complied Statute 5ILCS 120/2.03
 and released periodically upon a determination by the District as to whether they need
 for confidentiality still exists as to all or part of those minutes which have not been
 made fully public.

Section D - Committee of the Whole.

The President, at his/her discretion, may call a committee of the whole meeting, consisting of all the members of the Commission, by notifying all Commissioners of the date, time, location and subject of such meeting at least three days in advance. No action may be taken at such meeting.

Section E - Rules for Standing and Ad Hoc Committees.

- Standing Committees shall meet regularly as required by the chairperson of the Committee. An annual list of meeting dates will be prepared by the Commission Secretary for all standing committees. Chairperson may adjourn regular committee meetings to any date.
- The number of standing committees shall include: Executive, and may include Finance
 and Administration, Planning and Utilization, and Land Acquisition or such other
 committee the President establishes by ordinance. A current Committee Roster
 appears as Exhibit A.
- Standing committees shall consist of a Chairperson and those committee members appointed by the President and confirmed by the Commission.
- 4. All Commissioners shall have equal voting privileges.
- The committee term of each member shall commence upon his appointment of the organization meeting. The President may change committee membership and/or fill vacancies at any time with the consent of the Commission.
- 6. The committee Chairperson may:
 - a. Schedule a regular time for the meetings with concurrence of the President and notification to the members, President, Officers, Executive Director/Assistant Secretary; Recording Secretary, and Assistant Treasurer.
 - b. Preside at the meetings;
 - c. Present an oral or written report of committee business at the regular meetings of the Executive Committee.
 - d. Present, when necessary, the recommendation of the committee to the Commission for final action.

- 7. Commitments. No Commissioner, committee or officer shall in any way bind the Commission to do or not to do any certain thing unless expressly authorized to do so, and no such action shall be in any way recognized by the Commission unless expressly ratified or approved by the Commission.
- 8. Committee Quorum. At least a simple majority of the members must be present before there is a quorum and any official action may be taken by a committee. A majority vote of a quorum is required for action on any item of business.
- 9. Ex Officio Membership. The Forest Preserve District President shall be an ex officio member of all standing committees. The District President shall be in addition to the number of members otherwise provided in this division for each of the standing committees, and they shall not be considered in the determination of the quorum needed for the conduct of business of a committee; however, their presence at a meeting shall be considered in the determination of whether a quorum is present at the meeting. The District President shall be entitled to vote only in the case of a tie, unless their presence was required to constitute a quorum at a meeting, in which case they may vote on all questions to come before the meeting, and in all events, may make motions or second motions.
- 10. Chairperson. In the event of temporary absences or inability of a committee chairperson to chair a committee meeting, the President or President Pro-Tem shall chair the meeting. In the event of temporary absence or inability of both the President and the President Pro-Tem to chair a committee meeting, the committee shall elect a member to be the chairperson of that meeting.

CHAPTER IX - CONDUCT OF DISTRICT COMMISSIONERS, OFFICERS, AND EMPLOYEES

Section A - Interest in Contracts - Conduct of Commissioners.

The Commissioners, Officers, and all employees of the District are expected to act and conduct themselves in such a way that they do not violate any statute, rules or regulations of the District, the State of Illinois or of the federal government dealing with contracts, interest in contracts or property of the District.

Section B - Gifts and Rebates.

The Commissioners, Officers and all employees of the District are expected to act and conduct themselves in such a way that they do not violate any statute, rules or regulations of the District, the State of Illinois or of the federal government dealing with contracts, interest in contracts or property of the District. See Ethics Ordinance May 8, 2004 and Article 10 Employee Handbook Rev. February 11, 2020.

CHAPTER X - OPEN MEETINGS ACT

The District shall follow the "Open Meetings Act" of the State of Illinois, as well as maintain a record of its ordinances and other proceedings as provided by the Illinois Revised Statutes, as amended from time to time. 5 ILCS 120/1 et seq. The District further adopts the policy allowing for remote attendance at open or closed sessions of meetings in the following manner:

REMOTE ATTENDANCE AT MEETINGS:

In accordance with the provisions of the Open Meetings Act, 5 ILCS 120/7(a)-(c), and subject to the additional limitations prescribed herein, a District Commissioner (herein also referred to as a "member") may attend any open or closed meeting of the District or any of its committees remotely by "other means", which is defined under OMA to mean "by video or audio conference," if the member is prevented from physically attending because of (i) personal illness or disability; (ii) employment purposes or the business of the public body; (iii) a family or other emergency, or (iv) unexpected childcare obligations, so long as the following conditions are met:

- (1) A quorum of the members is physically present for the meeting.
- (2) Any member who desires to attend a meeting remotely by other means must notify the recording secretary or the assistant secretary as soon as reasonably practical prior to the start of the meeting by email to the assistant secretary, recording secretary at HaberthurBen@kaneforest.com; Figliozzi, Gabriella FigliozziGabriella@kaneforest.com or through any other designated staff member assigned by the Secretary or President of the District to receive notice for these purposes or, if email is not available, by leaving a voicemail message by phone to 630-232-5980. Notification shall consist of a statement that the member is physically unable to attend the meeting for one of the following four three-reasons:
 - (a) The member cannot attend because of personal illness or disability; or
- (b) The member cannot attend because of employment purposes or the business of the District; or
 - (c) The member cannot attend because of a family or other emergency.
 - (d) The member cannot attend because of unexpected childcare obligations.

Video conferencing is the preferred means for remote attendance and will be mandatory in most instances. If a member is unable to attend by video conference due to technical or other reasons, such as privacy concerns, the member shall notify the assistant secretary or recording secretary. The President of the District as to full commission meetings, or the chairman of the committee or designated presiding officer for such other committee meeting may excuse the mandatory use of video in such instances and permit the member to attend by audio only.

- (3) The assistant secretary or recording secretary, after receiving the remote attendance request, shall inform the President or the chairman of the committee or the designated presiding officer of the meeting regarding the request to attend remotely by other means.
- (4) After establishing that a quorum is physically present at a meeting where a member desires to attend remotely by other means, the presiding officer shall state that the member is present by

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video or audio conference, as applicable, and has notified the assistant secretary or recording

secretary in accordance with the Rules. The member will be deemed authorized to attend the meeting by video or audio conference unless a motion objecting to the member's attendance is made, seconded, and approved by two-thirds of the members of the District or committee that are physically present at the meeting.

- (5) Any member attending remotely by other means shall be counted as present, and the minutes shall reflect that a member is attending remotely by audio or video conference, as applicable.
- (6) The equipment and internet or phone connection used for remote participation shall be of such quality that the members present and the public shall be able to (i) see the member's face at all times, unless excused by the chairman or designated presiding officer, and (ii) hear the comments of the member participating.
- (7) The equipment and the internet or phone connection used for remote participation shall be the responsibility of the member attending remotely.
- (8) The member attending the meeting remotely by other means shall have their microphone off or muted during the meeting, unless they are called to vote or are otherwise recognized by the District President, committee chairman or presiding officer to be an active speaker.
- (9) The District staff managing the conference shall be permitted to mute a member's microphone when the member is not speaking or voting in order to eliminate disruptive background noise.
- (10) The member who makes a presentation at a meeting while in attendance via video conferencing may have to share their screen. It is the member's responsibility to protect their privacy and the information that they may not want to share with the public.
- (11) The member attending remotely shall have the same rights to participate in discussions and vote as if the member were physically present.
- (12) At an executive session or closed session of the District or one of its committees, the member attending remotely by other means must comply with the privacy and confidentiality requirements of the meeting and confirm such compliance on the record.
- (13) Nothing herein shall be construed to prohibit the board from conducting a meeting by audio or video conference, without a physical presence of a quorum, in the event of a disaster declaration related to public health concerns, in accordance with the provisions of the Open Meetings Act, 5 ILCS 120/7(e).

CHAPTER XI – AMERICANS WITH DISABILITIES ACT

The Board of Commissioners of the Forest Preserve District of Kane County, is committed to complying with all applicable provisions of the ADA for the purpose of eliminating discrimination against individuals with disabilities and to allow them to fully participate in society. The District supports the ADA that prohibits exclusion of qualified individuals with a disability from employment, services, programs, or activities of any state or local government, including forest preserve districts. The District wishes to have its services, programs, and activities available to employees, applicants,

participants, beneficiaries, and other interested persons as defined by the ADA.

Section A - Compliance.

The District intends to comply with the ADA in the delivery of its services, programs and activities, by making reasonable accommodations for individuals with disabilities, such as the removal of architectural, transportation, and communication barriers; the changing of rules, policies, and practices; and the providing of auxiliary aids or services for the enhancement of communication with individuals with hearing or sign impairments with regard to services, programs, and activities provided by the District.

Section B - Contracts.

All contracts entered into by the District which shall result in the delivery of services, programs, and activities shall include a requirement that such services, programs and activities be delivered without discrimination on the basis of disability, in a manner consistent with the ADA.

Section C - Accessibility Evaluation.

The District shall evaluate its current services, policies and practices and the effects thereof, that do not or may not meet the requirements of the ADA or which may result in the exclusion of individuals with disabilities or in the provision of a less effective service for individuals with disabilities.

Section D - Compliance Officer.

The Board of Commissioners designates the Chief of Planning and Operations Director of Planning and Land Protection, as the ADA Compliance Officer, responsible for the coordination of the District's efforts to comply with and carry out its responsibilities under the ADA and to investigate any complaint against the District which alleges non-compliance with the ADA.

Section E - Grievance Procedure.

A grievance procedure for the prompt and equitable resolution of complaints which allege any action prohibited by the ADA is in place and utilized by staff. The District has an internal grievance system for prompt and equitable resolution of grievances alleging any action by the Forest Preserve District that would be prohibited by the A.D.A. or the applicable Title II Rules.

Grievances should be directed to: The ADA Compliance Officer, Forest Preserve District of Kane County. By mail, phone, email, or fax.

CHAPTER XII - FISCAL YEAR

The fiscal year of the District shall commence on July 1 and extend through the following June 30. The Commission shall adopt, by September 30, an annual appropriation ordinance appropriating funds for the fiscal year which commenced on the previous July 1. The Commission shall adopt, after the first Monday in October and by the last Tuesday in December, a tax levy for the fiscal year which commences on the following July 1.

CHAPTER XIII - MISCELLANEOUS

Section A - Conflict.

All District ordinances and parts of ordinances and all resolutions and orders, or any parts thereof, in conflict with this ordinance, or any parts thereof, are hereby repealed. In the event of any conflict between this ordinance and the statutes or case decision of the State of Illinois, then the statutes and case decisions of the State of Illinois shall control.

Section B - Amendment.

By adoption of this organization ordinance, the Board of Forest Preserve Commissioners recognizes that the organizational guidelines and rules herein provided may require revision and adjustment as experience will dictate. Revisions of this ordinance shall be made by recommending changes to the Executive Committee, which shall review the proposed change and make recommendations to the Commission. The proposed change shall be placed on the Commission agenda at two consecutive meetings. At the second meeting, the change shall be-brought to the floor for debate and action. A two-thirds vote of all elected Commissioners is required to amend this ordinance.

Section C - Ordinances, Orders and Resolutions - Publication - Evidence.

All ordinances imposing any fine or penalty or making any appropriation of money shall, within ten (10) days after passage, be published at least once, on the District's website, and no such ordinance shall take effect until ten (10) days after it is so published.

All other ordinances and all orders or resolutions shall take effect from and after their adoption, unless otherwise provided therein.

All ordinances, orders and resolutions, and the date of publication thereof may be proven by the certificate of the Secretary of such District, under the seal of the corporation and when posted on the District's website, or printed in book or pamphlet form and published by authority of such commission. Such book or pamphlet shall be received as evidence of the passage and publication of such ordinances, orders and resolutions as of the date mentioned in such book or pamphlet in all courts and places without further proof.

Section D - Copies.

The Secretary of the District is authorized and directed to transmit a copy of this ordinance to the

President, President Pro-Tem, Secretary, Treasurer, Commissioners, and Attorney of the District. As

well as posted to the website and available in print at all site locations.

Section E - Captions and Headings.

The captions and headings used herein are for convenience of reference only and do not define or limit the contents of each paragraph.

<u>Section F – Organization Officers and Committees Roster – 2023</u> Adopted January 11, 2023.

(FP-R-23-01-3000) and incorporated by this reference.

Section G - General Use Ordinance.

Adopted August 8, 1995 (FP-O-08-95-213) revised and reviewed periodically. Last revision made and approved July 11, 2023 (FP-O-23-07-0593) December 14, 2021 (FP-O-21-12-0580) and incorporated by this reference.

Section H - Travel Expense Reimbursement Policy.

Adopted December 2016 (FP-R-16-12-2509) and incorporated by this reference.

<u>Section I – Establishment of Police Department.</u>

Ordinance Adopted December 8, 1966 (FP-O-66-12-17). Revised July 10, 1979 (FP-O-79-07-037) and incorporated by this reference.

Section J – Municipal Directory.

Reference guide to personnel contacts and locations. Available online and at each facility and incorporated by this reference.

Section K - Ethics Ordinance.

Ordinance Adopted May 8, 2004, FP-O-05-04-393-A.

Section L – Employee Handbook. Adopted-February 13, 2024 FP-R-24-02-3074 June 14, 2022, FP-R-22-06-2956.

STATE OF ILLINOIS)	
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FP RESOLUTION NO. FP-R-25-03-3143

RESOLUTION AUTHORIZING A ONE-YEAR (1) RETROACTIVE PAYMENT FOR REIMBURSEMENT OF UNPAID PER DIEM AT FULL COMMISSION MEETINGS TO COMMISSIONERS OF THE FOREST PRESERVE DISTRICT OF KANE COUNTY, KANE COUNTY, ILLINOIS

WHEREAS, it has come to the attention of the Board of Commissioners of the Forest Preserve District of Kane County that unpaid per diem amounts remain outstanding and payable to commissioners for full commission meetings for periods prior to November 1, 2024; and

WHEREAS, the Board has decided to allow for a reimbursement to commissioners for unpaid per diem amounts at the rate of \$30 per full commission meeting at which a commissioner attended during the period of November 1, 2023 through October 31, 2024; and

WHEREAS, if a commissioner prefers not to be reimbursed for any portion or all of such unpaid per diem reimbursements during such period, the commissioner may forego such payment in writing delivered to the District's Finance Director prior to such payment being tendered by the District to the commissioner; and

WHEREAS, if a commissioner does not elect to forego payment as contemplated above, the District shall tender payment as soon as practicable after adoption of this resolution and executed release of by commissioner receiving payment is delivered to District's Finance Director.

NOW, THEREFORE, BE IT RESOLVED that each duly elected and then acting commissioner of the District is entitled to be paid a regular per diem of \$30 for each full commission meeting at which the commissioner attended during the one-year period of November 1, 2023 through October 31, 2024; and

BE IT FURTHER RESOLVED that any commissioner wishing to forego any portion or all of such payment to which he or she is entitled, the commissioner shall deliver a written waiver of same to the Finance Director in advance of or at the time of the tendering of such payment.

Bill Lenert Mohammad Iqbal
President, Kane Forest Preserve
Kane County, Illinois Kane County, Illinois

APPROVED AND PASSED on this 11th day of March 2025.



AGENDA MEMORANDUM

DATE: February 25, 2025

TO: Forest Preserve District Finance & Administration Committee

FROM: Jennifer Clough, Director of Human Resources

Benjamin Haberthur, Executive Director

SUBJECT: Resolution Authorizing a One Year Retroactive Payment for Reimbursement of Unpaid Per Diem to

Commissioners for Attendance at Full Commission Meetings

PURPOSE:

The purpose of this memorandum is to provide the Committee with information to review and discuss a resolution allow for a reimbursement to commissioners for unpaid per diem amounts for Full Commission meeting attendance during the period of November 1, 2023 through October 31, 2024.

BACKGROUND:

On an annual basis, staff reviews and prepares necessary changes to the District's Organization Ordinance for the Commission's approval. During one such review in the fall of 2024, the Commission identified that the District's practice of not paying per diem stipend amounts for attendance at regularly scheduled Full Commission meetings was in conflict with the language of the Ordinance.

This prompted revisions to the policy document to clarify. Additionally, it resulted in the District's immediate per diem compensation for attendance at Full Commission meetings beginning in November, 2024. In February, 2025, the Finance and Administration Committee discussed the District's responsibility to provide retroactive payment for attendance at Full Commission meetings prior to this time period. Per corporate counsel, in this case, the Board retains its full discretion to consider and establish District policies, including to set the compensation of its members. The Committee reached consensus to recommend a one-year lookback period for reimbursement, and to prepare a waiver and release of claims for Commissioner's consideration. The attached ordinance authorizes this payment. Included is a Waiver of Payment for Per Diem by Commissioner for commissioners who may elect not to receive reimbursement and a Release by Commissioner Receiving Payment for commissioners who elect to receive reimbursement.

FINANCIAL IMPACT:

The FY 2024-2025 annual budget includes funds totaling \$9,100.00 in account 01-12-12-4050 for per diem stipend expenses. No financial resources have been dedicated to the retroactive payment of per diem stipends; this would be an unbudgeted expense. A one-year reimbursement to commissioners for unpaid per diem amounts at the rate of \$30 per Full Commission meeting attendance during the period of November 1, 2023 through October 31, 2024 would have an associated cost of up to \$360.00 per commissioner, with a total cost not to exceed \$7,920.

RECOMMENDATION:

Staff recommends the Committee approve the resolution and authorize the distribution of optional forms to approve a waiver of payment or a distribution of reimbursement to commissioners acting during the identified lookback period of November 1, 2023 through October 31, 2024.

ATTACHMENTS:

Waiver of Payment for Per Diem by Commissioners Release by Commissioner Receiving Payment Per Diem Attendance Log

Page 1 **53**

Waiver of Payment for Per Diem by Commissioner:

The undersigned, as commissioner of the Forest Preserve District of Kane County, hereby waives his/her right to be reimbursed for per diem payments otherwise payable to the commissioner for the period of November 1, 2023 through October 31, 2024 at the rate of \$30 for each full commission meeting attended by the commissioner during such period. This is intended to be a full and complete release of any rights to receive prior per diem payments that were otherwise due from the Forest Preserve District of Kane County prior to the date hereof.

Dated:	, 2025	
		 Commissioner, Forest Preserve District of Kane County

Release by Commissioner Receiving Payment

The undersigned, as commissioner of the Forest Preserve Distri	ct of Kane County, hereby
accepts the offered amount of \$ for reimbursement of	unpaid per diem payments
otherwise payable to the commissioner for the period of Nover	nber 1, 2023 through October
31, 2024 at the rate of \$30 for each full commission meeting at	tended by the commissioner
during such period. This is intended to be a full and complete r	elease by the undersigned of any
rights to receive other prior per diem payments that might other	erwise due from the Forest
Preserve District of Kane County prior to the date hereof.	
Dated:, 2025	
	
Commissioner, Fores	st Preserve District of Kane County

- "																								
Full Commission DATE November 1 2023-Oct 31, 2024). Allan N	1. Bates D	. Berman G.	Daugherty	M. Davoust	R. Ford	M. Gumz	M. Igbal	L. Juby	M. Kenvon	C. Kious	B. Lenert	A. Lewis	M. Linder	M. Molina	B. Roth	J. Sanchez	M. Silva	C. Strathmann	C. Surges B.	Tarver '	V. Tepe	R. Williams	D. Young
Tuesday, November 14, 2023	\$30	\$30	\$30	\$30	\$30	\$30			\$30	\$30	\$30	\$30	\$30	\$30			\$30	\$30	\$30	\$30	\$30	\$30	\$30	
Tuesday, December 12, 2023	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$0	\$30	\$30	\$30	\$30
Tuesday, January 9, 2024	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$0	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30
Tuesday, February 13, 2024	\$30	\$30	\$30	\$0	\$30	\$30	\$0	\$30	\$30	\$30	\$30	\$30	\$30	\$0	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30
Tuesday, March 12, 2024	\$30	\$30	\$30	\$30	\$0	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$0	\$30	\$30	\$30	\$30	\$30	\$30	\$0	\$30	\$30	\$30	\$30
Tuesday, April 9, 2024	\$0	\$0	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$0	\$30	\$30	\$30	\$0	\$30	\$30	\$0	\$30	\$30	\$0	\$30
Tuesday, May 14, 2024	\$30	\$30	\$30	\$30	\$30	\$0	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30
Tuesday, June 11, 2024	\$30	\$30	\$30	\$0	\$0	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$0	\$30	\$30	\$30	\$30
Tuesday, July 9, 2024	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$0	\$30	\$30	\$30
Tuesday, August 13, 2024	\$30	\$30	\$30	\$30	\$30	\$0	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$0	\$0	\$30	\$30	\$30	\$30	\$30	\$30
Tuesday, September 10, 2024	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$0	\$30	\$30	\$30	\$30	\$30	\$30	\$30
Tuesday, October 8, 2024	\$30	\$30	\$30	\$30	\$30	\$0	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30
Total Indv.	\$330	\$330	\$360	\$300	\$300	\$270	\$330	\$360	\$360	\$360	\$360	\$360	\$300	\$300	\$360	\$360	\$270	\$330	\$360	\$240	\$330	\$360	\$330	\$360

Total \$7,920

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FP RESOLUTION NO. FP-R-25-03-3144

RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL EASEMENT AGREEMENT BETWEEN THE FOREST PRESERVE DISTRICT OF KANE COUNTY AND THE VILLAGE OF ALGONQUIN

WHEREAS, The Forest Preserve District of Kane County (District) and the Village of Algonquin (Village) desire to enter into an Intergovernmental Easement Agreement to allow for the construction and maintenance of a bike path along Broadsmore Drive at Willoughby Forest Preserve; and

WHEREAS, the DISTRICT and the VILLAGE are authorized pursuant to Illinois Compiled Statutes, Chapter 50, Section 605/0.01 et seq., to enter into intergovernmental agreements and Chapter 5, Section 220/1 et seq., and Article VII, Section 10 of the Constitution of the State of Illinois, 1970, authorize units of local government, including villages and forest preserve districts, to enter into agreements for cooperative use of land and property of each such district; and

WHEREAS, the VILLAGE has determined that a portion of certain lands currently owned by the DISTRICT would be useful for local residents located in the County of Kane in relation to the VILLAGE's proposed roadway improvements to include a bike path on the Property; and

WHEREAS, The DISTRICT has determined that the use of DISTRICT property in this manner is proper, has agreed to grant an easement for the VILLAGE's use of DISTRICT property.

NOW, THEREFORE, BE IT RESOLVED by the Commissioners of the Forest Preserve District of Kane County, Kane County, Illinois, that the Intergovernmental Easement Agreement attached hereto and made part hereof is hereby approved and that the President and Secretary of the District, be, and hereby are authorized to execute on behalf of the District.

APPROVED AND PASSED on this 11th day of March 2025.

Bill Lenert Mohammad Iqbal
President, Kane Forest Preserve Secretary, Kane Forest Preserve
Kane County, Illinois Kane County, Illinois



AGENDA MEMORANDUM

DATE: February 27, 2025

TO: Forest Preserve District Land Acquisition Committee

FROM: Jennifer Rooks-Lopez, Director of Planning and Land Protection

SUBJECT: Presentation and Approval of a Resolution Authorizing a Intergovernmental Easement

Agreement between the Forest Preserve District of Kane County and Village of Algonquin

PURPOSE:

The purpose of this memorandum is to provide the Committee with information to consider an intergovernmental easement agreement between the District and the Village of Algonquin for the installation and maintenance of a bike path along Broadsmore Drive at Willoughby Farms Forest Preserve.

BACKGROUND:

Located in the northwest corner of section 8 in Dundee Township, the 28 acres that make up Willoughby Farms Forest Preserve, provide natural resource benefits that bely its diminutive size. Bookended by the City of Algonquin's Broadsmore Park to the north and Dundee Township Park District's Grandview Park, this collection of protected open spaces highlight how best our organizations' respective missions can benefit the public.

The city of Algonquin is looking to improve recreational access to Broadsmore Park by installing a bike path along the northern boundary of Willoughby Farms. The proposed intergovernmental easement agreement permits the Village of Algonquin to construct and maintain the proposed bike path while retaining District ownership of the land and without any deleterious impacts.

FINANCIAL IMPACT:

There is no financial impact to the District associated with this Intergovernmental Easement Agreement.

RECOMMENDATION:

Staff recommends approving the Intergovernmental Easement Agreement as presented, with the Village of Algonquin for the construction and maintenance of the bike path at Willoughby Forest Preserve.

ATTACHMENTS:

County Location Map

Forest Preserve Site Plan

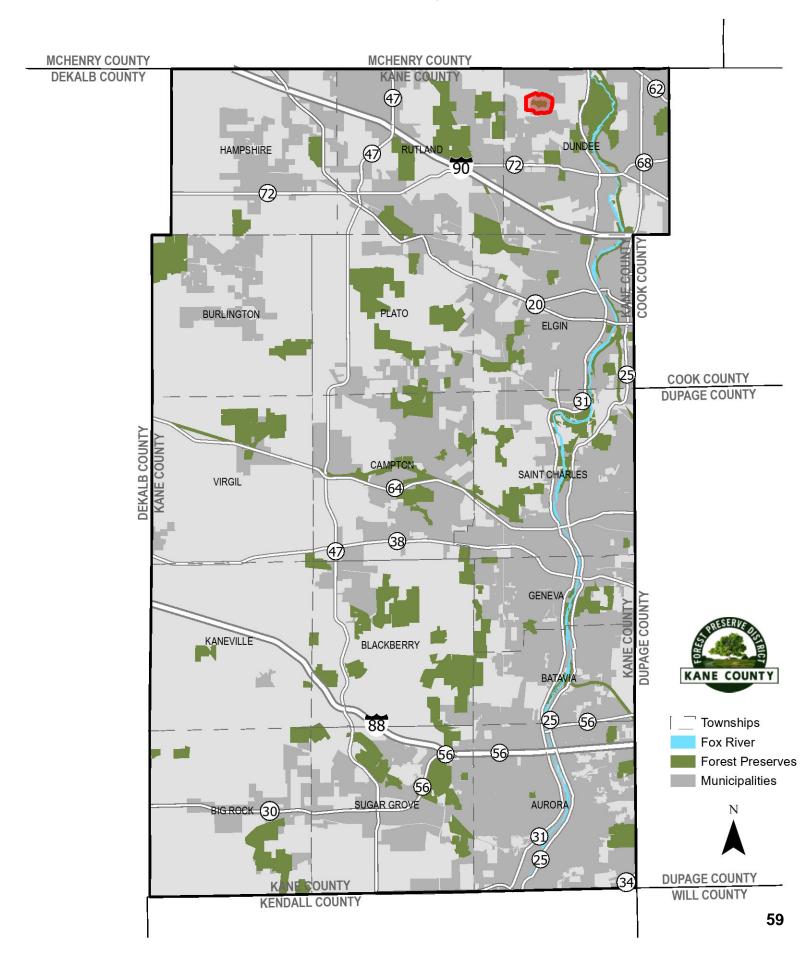
Intergovernmental Easement Agreement

Broadsmore Road Construction Plan Set

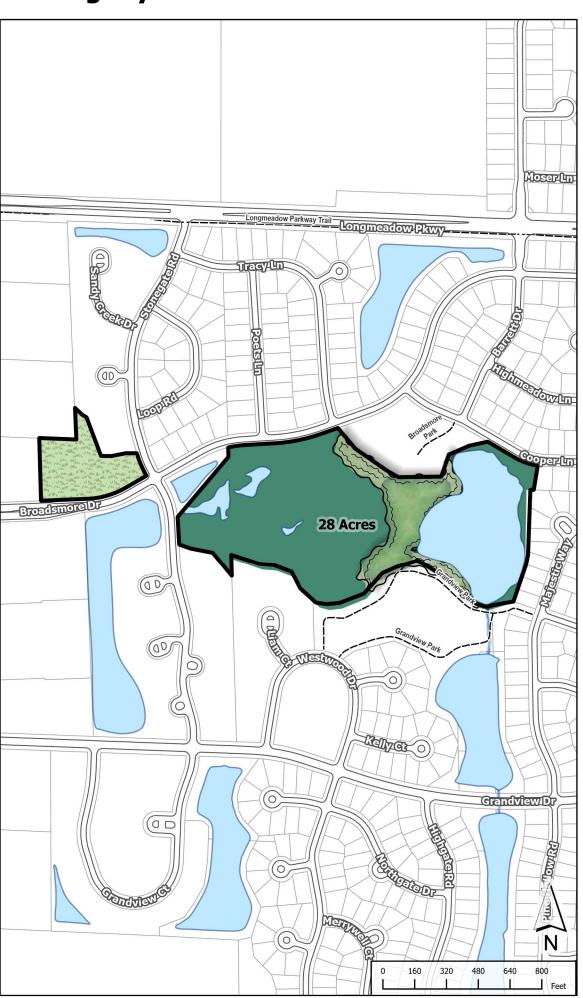
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Willoughby Farms

County Location Map West Dundee, IL



Willoughby Farms





Entrance

Model Aircraft/Drone Field

Equestrian Area Off-Leash Dog Area

RV Campground

Camp Sites

Forest Preserve Road



Forest Preserve Boundary



Grassland Wetland



Kane County Bike Trails

Broadsmore & Stonegate West Dundee, IL 60118

Information: (630) 232-5980 www.kaneforest.com Hours: Daily, Sunrise-Sunset

Updated 1/24/2023



INTERGOVERNMENTAL EASEMENT AGREEMENT BETWEEN FOREST PRESERVE DISTRICT OF KANE COUNTY AND VILLAGE OF ALGONOUIN

THIS EASEMENT AGREEMENT is entered into this _____ day of ______, 2025, by and between the FOREST PRESERVE DISTRICT OF KANE COUNTY, an Illinois forest preserve district (hereinafter referred to as the "DISTRICT"), and the VILLAGE OF ALGONQUIN, an Illinois home rule municipal corporation (hereinafter referred to as the "VILLAGE") and collectively referred to as "Parties".

WITNESSETH:

WHEREAS, the DISTRICT is a body corporate and politic organized and existing under the laws of the State of Illinois; and

WHEREAS, the VILLAGE is an Illinois Village, also a body corporate and politic, organized and existing under the laws of the State of Illinois; and

WHEREAS, the DISTRICT and the VILLAGE are authorized pursuant to Illinois Compiled Statutes, Chapter 50, Section 605/0.01 *et seq.*, to enter into intergovernmental agreements; and

WHEREAS, the DISTRICT is the owner of certain real property situated in the County of Kane, State of Illinois, known as the 'Willoughby Farm Forest Preserve' (The Property) in the Village of Algonquin; and

WHEREAS, Illinois compiled Statutes, Chapter 5, Section 220/1 et seq., and Article VII, Section 10 of the Constitution of the State of Illinois, 1970, authorize units of local government, including villages and forest preserve districts, to enter into agreements for cooperative use of land and property of each such district; and

WHEREAS, the VILLAGE desires to construct the Broadsmore Drive and Stonegate Road Phase 2 improvement project (the "Project"). As part of the Project, the Village is looking to construct a pedestrian trail/bike path along Broadsmore Drive, a portion of which is located upon the Subject Property as depicted on Exhibit A (Preliminary Plans) prepared by __CBBEL_ dated___1/20/2025__ and hereto attached; and

WHEREAS, The DISTRICT has determined that the use of DISTRICT property in this manner is proper, has agreed to grant an easement for the VILLAGE's use of DISTRICT property, as depicted and described in the Plat of Easements prepared by

___CBBEL___, dated ___12/20/2021____, attached hereto as **Exhibit B** and made part hereof ("Plat of Easements").

NOW, THEREFORE, in consideration of the terms and conditions contained in this Agreement, and other good and valuable consideration, receipt of which is hereby acknowledged, the District grants to the Village a permanent and temporary easement being a right in, over, and under the permanent and temporary easement for the construction, maintenance and use of a pedestrian trail/bicycle path within Willoughby Forest Preserve and adjacent to the ROW of Broadsmore Drive. Subject to the following terms and conditions:

- 1. Subject to the restrictions and express requirements herein, the DISTRICT hereby grants a perpetual, irrevocable, non-exclusive Easement Permanent and Temporary Easement to the VILLAGE to construct and maintain a pedestrian trail/bicycle path located along and within _ten__ (__10_) feet of the northern-boundary of the Property. In exchange for the foregoing, the VILLAGE agrees to fund and coordinate the construction and continued maintenance of the pedestrian trail/bicycle path in accordance with all reasonable and applicable best practices and in compliance with all applicable laws.
- 2. This Intergovernmental Agreement shall commence upon execution hereof by both parties and shall continue in perpetuity.
- 3. This Intergovernmental Agreement is not alienable or assignable.
- 4. The VILLAGE shall submit final Detail Plans to the DISTRICT for review and approval to include, but not limited to, trail construction, drainage, grading, restoration or landscaping specifications. DISTRICT shall promptly review the Detail Plans and within ten (10) business days after receipt of receiving such Detail Plans shall notify the VILLAGE in writing of any objections to the Detail Plans, which objections shall be limited to objections that the Detail Plans are inconsistent in any material respect with the Preliminary Plans or sound engineering policies or practices. It is agreed that the pedestrian trail/bicycle path shall be completed in a good and workmanlike manner and shall conform to the standards of the American Association of State Highway and Transportation Officials ("AASHTO") and the latest Americans with Disabilities Act ("ADA") requirements for bicycle and pedestrian paths.
- 5. In exchange for the rights granted in Paragraph 1, VILLAGE agrees to the following requirements on its part:

- a. To maintain the pedestrian trail/bicycle path and associated above and subsurface drainage systems in accordance with all reasonable and applicable best practices and in compliance with all applicable laws;
- b. To mow the open grass areas along both sides of the pedestrian trail/bicycle path for its entire distance across the property;
- c. To maintain the pedestrian trail/bicycle path connections from off-site to the bicycle path at both the northern and southern boundaries in accordance with reasonable and applicable standards; and
- d. To name the DISTRICT as a certificate holder and name the DISTRICT as an additional insured accompanied by a properly executed additional insured endorsement using CG 2011 or equivalent, for the pedestrian trail/bicycle path on VILLAGE's insurance policy(s)in coverage types and amounts acceptable to the DISTRICT. VILLAGE's insurance shall be primary insurance as respects the DISTRICT. Any insurance or self-insurance maintained by the DISTRICT shall be in excess of VILLAGE's insurance and shall not contribute with it.
- 6. No non-express written waiver resulting in a breach, or series of breaches, by either party, of this Intergovernmental Agreement, shall constitute a waiver of any subsequent breach or waiver of the terms of this Agreement.
- 7. If either party institutes any action at law or in equity against the other party to secure or protect its rights under, or to enforce the terms of this Intergovernmental Agreement, in addition to any judgment entered in its favor, the prevailing party shall be entitled to recover such reasonable attorneys' fees as may be allowed by the court, together with court costs and reasonable expenses of litigation.
- 8. If the DISTRICT shall be subject to any claim, demand or penalty or become a party to any suit or other judicial or administrative proceeding by reason of any claimed act or omission by VILLAGE, its employees or agents, relating directly or indirectly to the Village's (including its employees, agents, contractors, and subcontractors) easement activities, or by reason of any act occurring on the bicycle path, excepting those grossly negligent acts or ommissions of the District, VILLAGE shall, to the fullest extent of the law, indemnify and hold the DISTRICT and its officers, officials, employees, volunteers and agents, harmless from and against all claims, damages, judgments, settlements, penalties and expenses, including reasonable attorneys' fees, court costs and other expenses of litigation or administrative proceeding, arising from or in connection with (i) the use of the premises or of any business or activity thereon, or any work or thing whatsoever

done, or condition created in or about the premises during the use; (ii) any act, omission, wrongful act or negligence of Village or any of Village's contractors or subcontractors, or the partners, directors, officers, agents, employees, invitees of Village or Village's contractors or subcontractors; (iii) any accident, injury or damage whatsoever occurring in or at the premises regardless of whether or not it is caused in part by a party indemnified hereunder, including but not limited to the investigation or defense relating to such claim or litigation or administrative proceeding, and at the election of the DISTRICT, VILLAGE shall also directly defend DISTRICT against same.

- 9. VILLAGE shall have no authority, express or implied, to act as agent of the DISTRICT for any purpose. VILLAGE shall remain solely responsible for all obligations and liabilities of, and for all loss or damage to, the bike path area, any personal equipment or fixtures connected therewith, and for all claims or demands based on damage or destruction of property or based on injury, illness, or death of any person or persons, directly or indirectly, resulting from the use of the area.
- 10. This Intergovernmental Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Intergovernmental Agreement may be recorded by either party.
- 11. Notices. All notices herein required shall be in writing and shall be served on the parties at the following addresses:

To DISTRICT: Ben Haberthur, Executive Director

Forest Preserve District of Kane County

1996 South Kirk Road, Suite 320

Geneva, Illinois 60134

Kinnally, Flaherty, Krentz, Loran, Hodge & Masur, P.C.

2114 Deerpath Road Aurora, Illinois 60506 p-630/907-0909 f-630/907-1289

To VILLAGE: Tim Schloneger

Village Manager 2200 Harnish Drive Algonquin, IL 60102

timschloneger@algonquin.org

With a copy to: ZUKOWSKI, ROGERS, FLOOD & McARDLE

Kelly Cahill

50 N. Virginia Street Crystal Lake, IL 60014

The mailing of a notice by registered or certified mail, return receipt requested, by personal delivery, express over-night delivery, email or by telecopier transmittal (fax) to the party or its attorney shall be sufficient service. Notices shall be deemed served when received if delivered by hand or telecopier or express over-night delivery, or email, and ten (10) days after the date mailed, if mailed as described above.

12. Entire Agreement. This Intergovernmental Agreement contains all of the terms, conditions, and agreements between the parties hereto and no alterations, additions or changes hereto shall be valid unless memorialized in a written amendment hereto executed by the VILLAGE and the DISTRICT.

IN WITNESS WHEREOF, each of the parties has caused this Easement Agreement to be executed by its duly authorized representative as of the day and year first above written.

VILLAGE OF ALGONQUIN

Fred Martin, Village Clerk

FOREST PRESERVE DISTRICT

Mo Igbal, Secretary

OF KANE COUNTY		
By:	By: Debby Sosine President	
ATTEST:	ATTEST:	
By:	Ву:	

EXHIBIT A

CONCEPTUAL DESIGN

EXHIBIT B

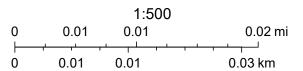
PLAT OF EASEMENT

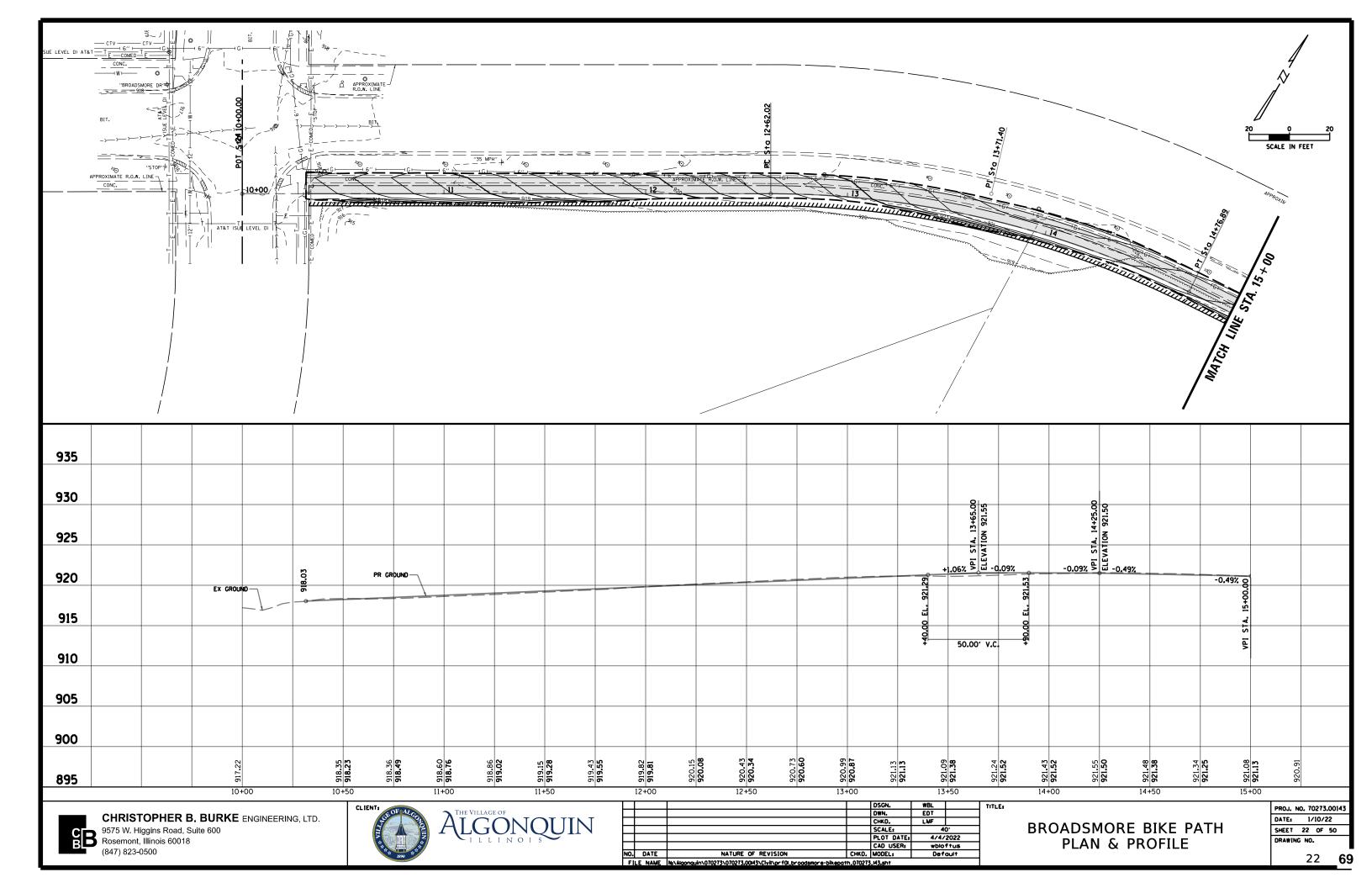
THE NORTHERLY 10.00 FEET OF THE PARK SITE LOT IN WILLOUGHBY FARMS SOUTH UNIT 3 SUBDIVISION, BEING A SUBDIVISION IN PART OF THE EAST HALF OF THE NORTHWEST QUARTER AND WEST HALF OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 8, 1998 AS DOCUMENT NO. 1998K059824, LYING WESTERLY OF AND ADJOINING THE WESTERLY LINE OF THAT PART OF SAID PARK SITE LOT ACQUIRED BY THE VILLAGE OF ALGONQUIN BY DEED DOCUMENT NO. 2007K113909, RECORDED NOVEMBER 15, 2007 IN KANE COUNTY, ILLINOIS (the "Subject Property").

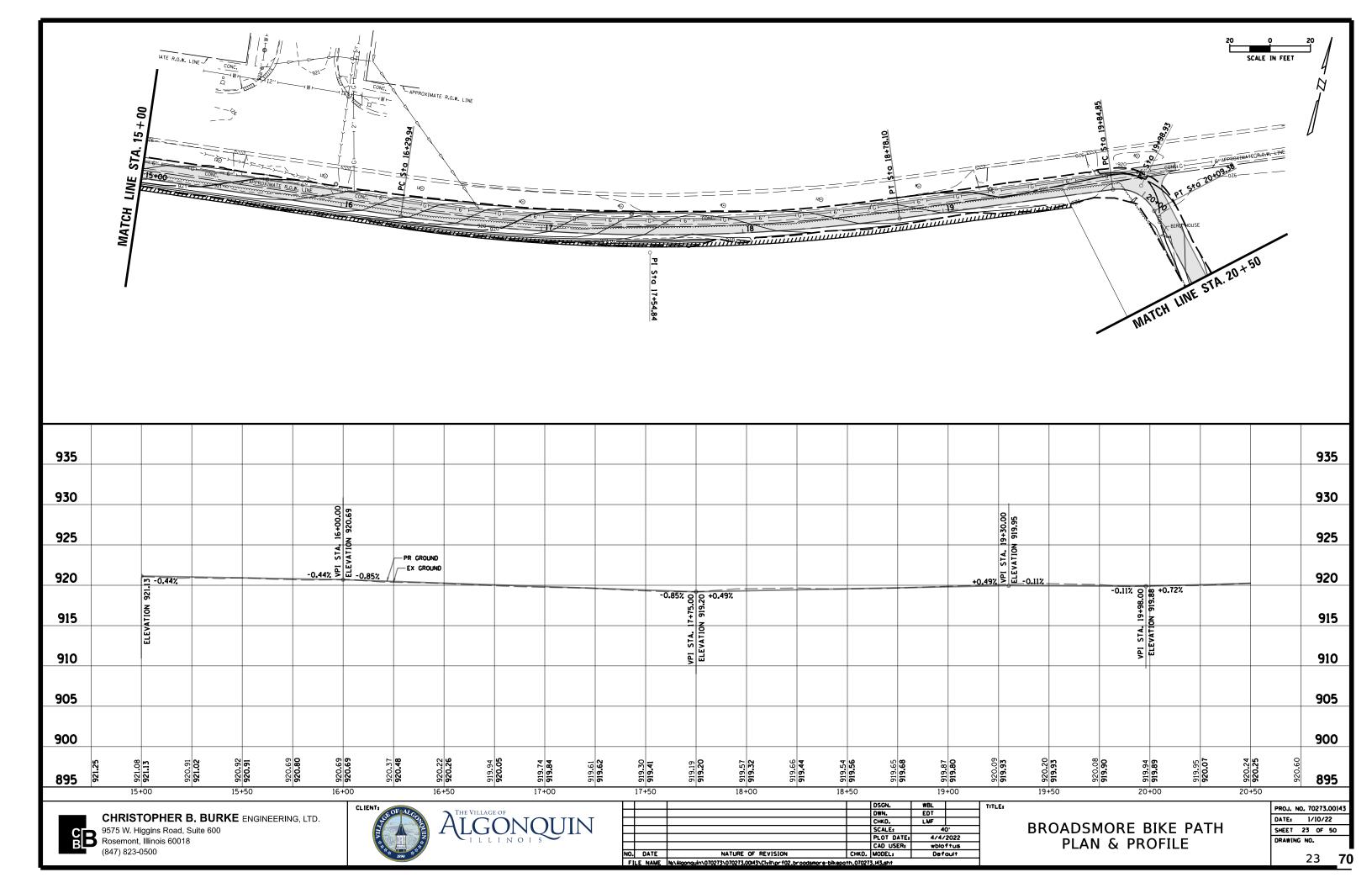
Broadsmore Dr











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FP RESOLUTION NO. FP-R-25-03-3145

RESOLUTION AUTHORIZING A PURCHASE OF A PARCEL APPROXIMATELY 0.59 +/- ACRES IN DUNDEE TOWNSHIP

WHEREAS, the Forest Preserve District of Kane County, Kane County, Illinois, is organized and existing under "An Act of the General Assembly of the State of Illinois entitled "An Act to Provide for the Creation and Management of Forest Preserve Districts" approved June 27, 1913, as amended; and

WHEREAS, it has been deemed advisable, necessary and in the best interests of said Forest Preserve District that the Board of Commissioners of Forest Preserve District acquire additional lands for forest preserve purposes, which said lands, together with all lands heretofore acquired, will not exceed 55,000 acres; and

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

- 1. That it has been determined that a forest preserve should be laid out, established, constructed and maintained on certain real property hereinafter described, said real property being located within the corporate boundaries of the Forest Preserve District of Kane County, Kane County, Illinois, and that said forest preserve be used, occupied, improved and developed for forest preserve purposes in a manner necessary and convenient for public use.
- 2. It is hereby determined that it is necessary and desirable that the Forest Preserve District of Kane County, Kane County, Illinois, shall acquire title to or any interest in and possession of the real property which is described on Exhibit A attached hereto, and which real property meets the criteria established by the Forest Preserve District for property to be acquired by it.
- 3. That the Forest Preserve District of Kane County, Illinois, agrees to purchase approximately 0.59+/- acres for approximately \$72,500.00 pursuant to the terms of the Purchase Contract tendered to the District by Seller.

The Board of Commissioners of the Forest Preserve District of Kane County hereby authorizes the President of the District and the District's attorney, with the consent of the Forest Preserve Commission of the District, to execute any and all documents necessary to acquire title to or any interest in and possession of property for said Forest Preserve District of Kane County, Kane County, Illinois in accordance with the Purchase Contract approved hereby.

File Number: FP-R-25-03-3145

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Forest Preserve District of Kane County, Kane County, Illinois that the District be, and hereby is, authorized to purchase the real estate described in Exhibit A, under such terms and conditions as included in the Purchase Contract.

APPROVED AND PASSED on this 11th day of March 2025.

Bill Lenert President, Kane Forest Preserve

Kane County, Illinois

Mohammad Iqbal Secretary, Kane Forest Preserve Kane County, Illinois



Location Map Sleepy Hollow Ravine Parcel 36W345 Oak Hill Dr , Dundee, IL 60118







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FP RESOLUTION NO. FP-R-25-03-3146

RESOLUTION APPROVING A BID FOR CONSTRUCTION OF THE CENTENNIAL PROJECT AT JOHNSON'S MOUND FOREST PRESERVE

WHEREAS, it is deemed necessary and desirable for the Commissioners of the Forest Preserve District of Kane County, Kane County, Illinois to authorize bids for the construction of improvements at Johnson's Mound Forest Preserve; and

WHEREAS, the District will be celebrating 100 years of conservation on June 8, 2025 at Johnson's Mound Forest Preserve, the first property protected by the District; and

WHEREAS, Obsidian Asphalt, Inc. was the lowest qualified bidder, with a bid of \$129,023.75. Additionally, \$15,000.00 shall be set aside as contingency to cover any unanticipated additional costs, for a total contract amount not to exceed \$144,023.75; and

WHEREAS, The District received a Grand Victoria Riverboat grant of up to \$50,500.00 (59/41 split of actual costs) for the construction of the council ring and historic signage.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Forest Preserve District of Kane County, Illinois, that the lowest qualified bid from Obsidian Construction for Centennial Project at Johnson's Mound bid for \$129,023.75, plus a contingency of \$15,000.00 for a total contract amount not to exceed \$144,023.75 be, and hereby is accepted and approved.

APPROVED AND PASSED on this 11th day of March, 2025.

Bill Lenert Mohammad Iqbal
President, Kane Forest Preserve
Kane County, Illinois Kane County, Illinois



AGENDA MEMORANDUM

DATE: February 27, 2025

TO: Forest Preserve District Planning and Utilization Committee

FROM: Jennifer Rooks-Lopez, Director of Planning and Land Protection

SUBJECT: Presentation and Approval of a Bid for construction of the Centennial Project at Johnson's

Mound Forest Preserve

PURPOSE:

The purpose of this memorandum is to provide the Committee with information to consider the approval of a bid for the construction of improvements central to the Centennial celebration at Johnson's Mound Forest Preserve in Elburn.

BACKGROUND:

The rare plant and natural beauty endemic to the kame known as Johnson's Mound not only ensured that it was our very first Forest Preserve, but inspired the creation of our whole District. On June 8th, 2025, we will be gathering with all of our friends and supporters to celebrate 100 years of conservation in Kane County. Dozens of new acres of prairie have already been sewn, a unique public art piece known as 'Guardians' has been commissioned and no less than 800 oaks and native trees will be planted to create a centennial grove. All of this to both memorialize the efforts of those who protected the land before us and as a commitment to care for the land for future generations.

Additional rejuvenation and development is needed at the site to bring preserve users to both the centennial memorial area as well as take them to a new council ring which will be located in the vicinity of the historic Shabbona Elm tree that once towered over these woods. The construction project consists of the following:

Base Bid:

- ADA accessible limestone trail extension from lot to centennial memorial
- "Carriage Walk" path creation to new council ring
- Installation of limestone memorial stones

Alternate #1: Limestone-boulder council ring construction Alternate #2: Seal-coating and striping of lower parking lots

The District publicly advertised the bid to 50 vendors and received two responses. The lowest, qualified bid was received from Obsidian Asphalt, Inc.(West Chicago, IL) in the amount of \$129,023.75. District staff recommend an additional contingency amount of \$15,000.00 in the event of any unanticipated expenses occur with this project.

FINANCIAL IMPACT:

Funds totaling \$575,000.00 were budgeted in Fiscal Year 2024/25 for the Centennial Anniversary

Page 1 **75**

Improvements project at Johnson's Mound Forest Preserve (project #31016). Sufficient funds totaling \$223,608.03 are available in Planning Account, #03-35-35-7050 for this expense totaling \$144,023.75.

The District received a Grand Victoria Riverboat grant of up to \$50,500.00 (59:41 split of actual costs) for the construction of the council ring and historic signage. Note that signage is not part of this contract.

RECOMMENDATION:

Staff recommends the Committee approve the base bid, plus alternates 1 and 2 for construction of the centennial project at Johnson's Mound Forest Preserve with Obsidian Asphalt, Inc, for a contract cost of \$129,023.75 plus a contingency of \$15,000.00 for a total contract cost not to exceed \$144,023.75.

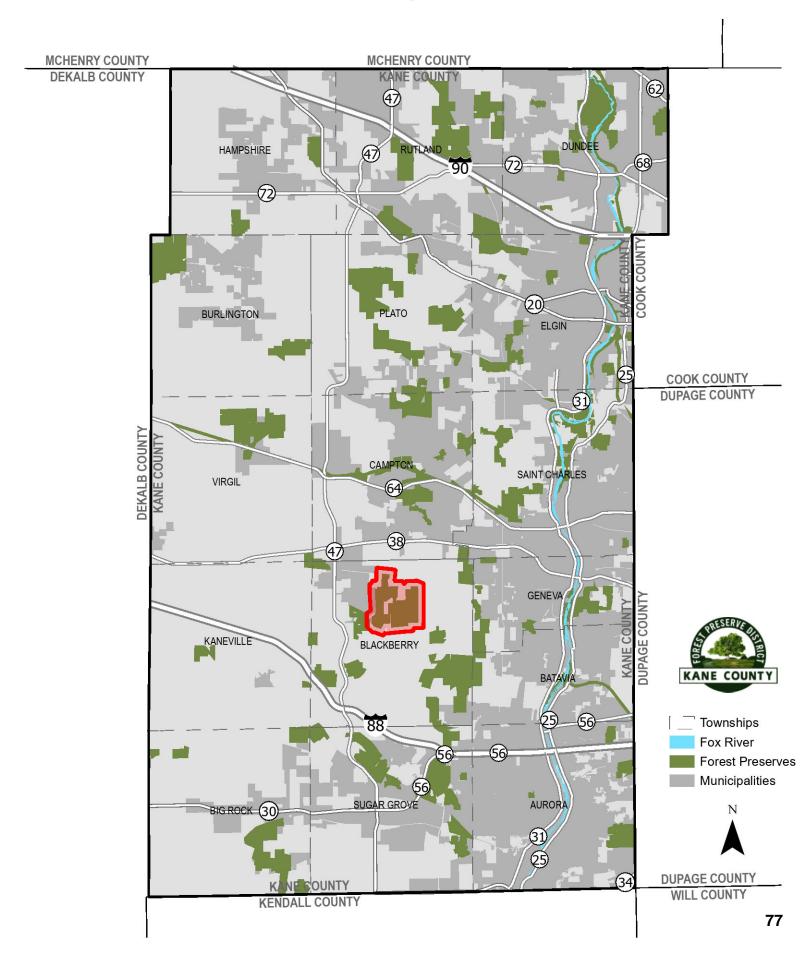
ATTACHMENTS: County Locator Map

Bid Abstract Sculpture Area Project Plan

76

Johnson's Mound F.P.

County Location Map Elburn, IL



ABSTRACT OF BIDS JOHNSON'S MOUND CENTENNIAL PROJECT

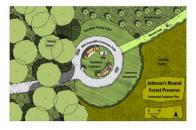
SB-FP-03-2425

Sent to 50 Vendor Received 2

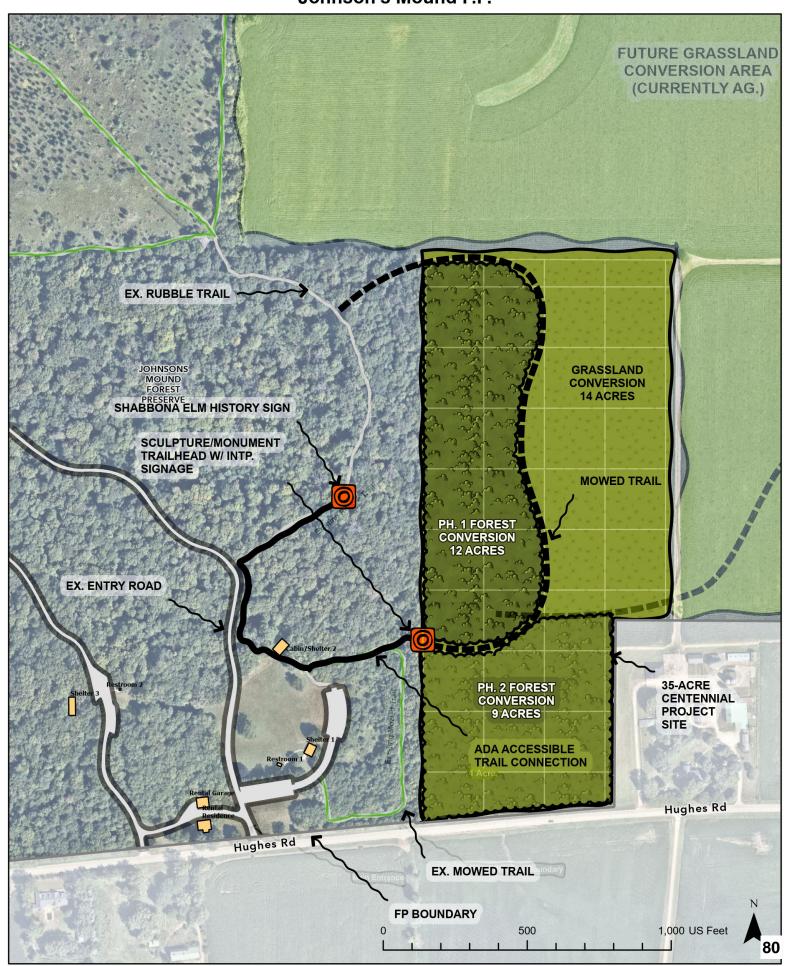
Bidders Name	Obsidian Asphalt Paving, Inc.	Schroeder Asphalt Services, Inc.
City, State	West Chicago, IL	Huntley, IL
TOTAL BASE BID	\$109,780.25	\$172,783.70
ALTERNATE #1 Council Ring	\$12,640.00	\$20,159.50
ALTERNATE #2 parking lot seal coat/stripe	\$6,603.50	\$8,477.20
TOTAL BASE BID + ALTERNATES	\$129,023.75	\$201,420.40

I have certified that I have opened, read and recorded all bids received in response to the invitation.

David Petschke, Director of Finance



Forest Preserve District of Kane County Centennial Planning Project Johnson's Mound F.P.



STATE OF ILLINOIS)	
		SS
COUNTY OF KANE)	

FP RESOLUTION NO. FP-R-25-03-3147

RESOLUTION APPROVING A BID TO PURCHASE AND INSTALL WETLAND PLUGS AT HOSCHEIT WOODS FOREST PRESERVE

WHEREAS, it is deemed necessary and desirable for the Commissioners of the Forest Preserve District of Kane County, Kane County, Illinois to solicit and receive bids for the purchase and installation of wetland plugs at Hoscheit Woods Forest Preserve; and

WHEREAS, the District is restoring a 1.6-acre prairie pothole present within a larger 77-acre tallgrass prairie planting. The use of plugs is necessitated by the changing hydrologic conditions and will result in improvements to water infiltration and waterfowl habitat; and

WHEREAS, bids were sought for a base project of 7,500 plugs, spread across 53 species, to be planted, watered and guaranteed for a full year of survival of 80% of the plugs planted within the 1.6-acre pothole, as well as an additional option to plant 2,500 more plugs in the same area; and

WHEREAS, the lowest, qualified bid was received from McGinty Brothers, Inc. of Long Grove, Illinois in the amount of \$28,907.50 with a price for the option at \$10,235.00, for a total cost not to exceed \$39,142.50.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Forest Preserve District of Kane County, Kane County, Illinois, that the bid by McGinty Brothers, Inc. of Long Grove, Illinois to purchase, and install the specified wetland plant plugs in the amount of \$39,142.50 be, and hereby is accepted and approved.

APPROVED AND PASSED on this 11th day of March, 2025.

Bill Lenert Mohammad Iqbal
President, Kane Forest Preserve
Kane County, Illinois Kane County, Illinois



AGENDA MEMORANDUM

DATE: February 27, 2025

TO: Forest Preserve District Planning and Utilization Committee

FROM: Patrick Chess, Director of Natural Resources

Benjamin Haberthur, Executive Director

SUBJECT: Presentation and Approval of a Bid for Wetland Plug Planting at Hoscheit Woods Forest

Preserve

PURPOSE:

The purpose of this memorandum is to provide the Committee with information to consider the approval of a bid for wetland plug planting at Hoscheit Woods Forest Preserve.

BACKGROUND:

Native plants are the basis of all native ecosystems, and therefore are the basis of our work in the Natural Resource Management department. Our native insects coevolved with these plants, and cannot survive on imported plants. In turn, all of our fauna that prey upon our native insects cannot do so if those insects are not present due, to non-native or low-diversity plants occupying the space of our native plants.

The District typically conducts large scale restoration efforts through the heavy use of native seed planting. Seed can be broadcast during the dormant season and cover most types of terrain. One notable exception to this is with wetland communities. Areas that experience constant or seasonal flooding present a difficult challenge to the use of seed in restoration, as the seed is often washed away before reaching the soil or germinating. To combat this issue, wetlands are frequently restored through the planting of native plugs.

In 2022, the District restored 77 acres of tallgrass prairie at Hoscheit Woods Forest Preserve. Within that area is a 1.6 acre prairie pothole. As a seasonally wet pocket, this pothole is inundated in the spring but dries throughout the summer. Now that the prairie is well established surrounding this wetland, the District is seeking to complete the vegetative restoration of this pothole by planting wetland plugs appropriate for the changing hydrologic conditions present on site.

Bids were sought for a base project of 7,500 plugs, spread across 53 species, to be planted, watered and guaranteed for a full year of survival of 80% of the plugs planted within the 1.6 acre pothole at Hoscheit Woods. An option was also presented to plant an additional 2,500 plugs within that same area.

The bid was publicly advertised with eight (8) vendors responding. The lowest qualified bid for the base bid was received from McGinty Brothers, Inc. of Long Grove, Illinois in the amount of \$28,907.50. The bid for the option from McGinty Brothers, Inc. was \$10,235.00 for a combined total cost of \$39,142.50.

Page 1 **82**

FINANCIAL IMPACT:

Funds totaling \$140,000 were budgeted in Fiscal Year 24/25 in the General Fund Native Seed and Plants Account (#01-31-31-6035). Sufficient funds totaling \$55,369.42 are available in this account for the total expense of this project at \$39,142.50.

RECOMMENDATION:

Staff recommends the Committee approve the bid from McGinty Brothers, Inc. of Long Grove, Illinois for the base project plus the option at a total expense of \$39,142.50.

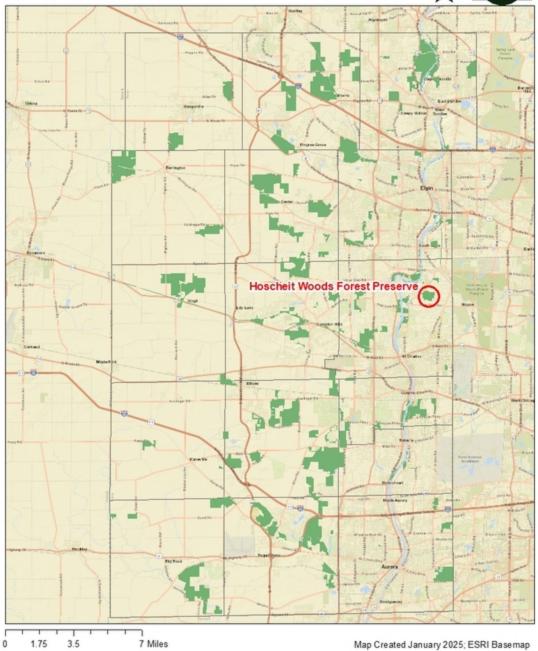
ATTACHMENTS: County Locator Map

Hoscheit Woods F.P. Project Area Map

Bid Abstract

Hoscheit Woods Forest Preserve County Locator Map





Wetland Plug Planting Hoscheit Woods Forest Preserve





Forest Preserve Planning Committee Agenda Memo

ABSTRACT OF BIDS HOSCHEIT PLUG PLANTING PROJECT

SB-FP-02-2425

Bidders Name	McGinty Brothers, Inc.	Baxter & Associates, Inc.	Integrated Lakes Management, Inc.	Pizzo & Associates, Ltd.	Davey Resources Group, Inc.	Encap, Inc.	Bluestem Ecological Services	Cardinal State LLC
City, State	Long Grove, IL	Marengo, IL	Waukegan, IL	Leland, IL	Elmhurst, IL	DeKalb, IL	Marengo, IL	Barrington Hills, IL
TOTAL BASE BID	\$28,907.50	\$30,258.50	\$30,443.50	\$33,069.00	\$33,785.00	\$37,942.86	\$40,054.22	\$40,770.00
Option #1 Additional 2,500 Native Wetland Plugs	\$10,235.00	\$9,291.00	\$9,485.50	\$9,775.50	\$10,960.00	\$12,138.57	\$13,544.22	\$13,230.00
BASE BID + OPTION	\$39,142.50	\$39,549.50	\$39,929.00	\$42,844.50	\$44,745.00	\$50,081.43	\$53,598.44	\$54,000.00
		eceived in response to the invitatio		, , , , ,				

David Petschke, Director of Finance

STATE OF ILLINOIS)	
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FP RESOLUTION NO. FP-R-25-03-3148

RESOLUTION AUTHORIZING A PURCHASE OF PARCELS TOTALING APPROXIMATELY 84 +/- ACRES IN RUTLAND TOWNSHIP

WHEREAS, the Forest Preserve District of Kane County, Kane County, Illinois, is organized and existing under "An Act of the General Assembly of the State of Illinois entitled "An Act to Provide for the Creation and Management of Forest Preserve Districts" approved June 27, 1913, as amended; and

WHEREAS, it has been deemed advisable, necessary and in the best interests of said Forest Preserve District that the Board of Commissioners of Forest Preserve District acquire additional lands for forest preserve purposes, which said lands, together with all lands heretofore acquired, will not exceed 55,000 acres; and

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

- That it has been determined that a forest preserve should be laid out, established, constructed and maintained on certain real property hereinafter described, said real property being located within the corporate boundaries of the Forest Preserve District of Kane County, Kane County, Illinois, and that said forest preserve be used, occupied, improved and developed for forest preserve purposes in a manner necessary and convenient for public use.
- 2. District of Kane County, Kane County, Illinois, shall acquire title to or any interest in and possession of the real property which is described on Exhibit A attached hereto, and which real property meets the criteria established by the Forest Preserve District for property to be acquired by it.
- 3. That the Forest Preserve District of Kane County, Illinois, agrees to purchase approximately 84+/- acres for approximately \$3,500,280.00 (\$41,670 per surveyed acre) pursuant to the terms of the Purchase Contract tendered to the District by Seller.
- 4. The Board of Commissioners of the Forest Preserve District of Kane County hereby authorizes the President of the District and the District's attorney, with the consent of the Forest Preserve Commission of the District, to execute any and all documents necessary to acquire title to or any interest in and possession of property for said Forest Preserve District of Kane County, Kane County, Illinois in accordance with the Purchase Contract approved hereby.

File Number: FP-R-25-03-3148

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Forest Preserve District of Kane County, Kane County, Illinois that the District be, and hereby is, authorized to purchase the real estate described in Exhibit A, under such terms and conditions as included in the Purchase Contract.

APPROVED AND PASSED on this 11th day of March 2025.

Bill Lenert President, Kane Forest Preserve Kane County, Illinois Mohammad Iqbal Secretary, Kane Forest Preserve Kane County, Illinois

Reid Parcels (East of Powers Rd.) Adiacent to Freeman Kame (South)

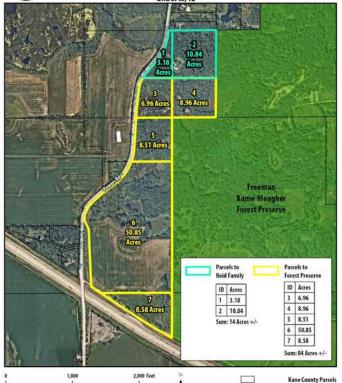


Reid Parcels

800 Feet 2/18/25 bh



Location Map Reid Parcels Gilberts, IL



Path: M: Planning and Development GIS Template Magn EP AcquisitionMagn_Template.aprx

Exported 2/29/2025

Forest Preserve Property

STATE OF ILLINOIS)	
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FP RESOLUTION NO. FP-R-25-03-3149

RESOLUTION APPROVING A REQUEST FOR CONSENT TO TRANSFER A MAJORITY EQUITY INTEREST IN THE COUGARS BASEBALL PARTNERSHIP AND AMERICAN SPORTS ENTERPRISES INC. TO REV EQUITY VENTURES LLC AND EXECUTION OF FIFTH AMENDMENT

WHEREAS, It is deemed reasonable and desirable to grant consent from the Forest Preserve District of Kane County, Kane County, IL Board of Commissioners (the "District") regarding Cougar Baseball Partnership and American Sports Enterprises, Inc. (collectively the "Cougars") related to the sale of the Cougars operations and to approve the sale of its majority equity interest to REV Equity Ventures, LLC to cause it to continue under the existing stadium license (the "License Agreement") for Northwestern Medicine Field and related amenities (the "Stadium"); and

WHEREAS, a request has been made by the Cougars and REV Equity Ventures, LLC ("REV") for approval of an assignment of the majority equity interest as such approval is required under the terms of the License Agreement held by the Cougars in the event of a proposed majority interest sale of the Cougars' baseball organization arises; and

WHEREAS, the request for approval has been made to the District by the Cougars Baseball Partnership and REV under the terms of the License Agreement, which provision states that such consent and approval will not be unreasonably withheld; and

WHEREAS, the District has been presented a Fifth Amendment to the Second Amended and Restated License Agreement, which provides for an acceleration of license fees under certain conditions related to the removal of the Cougars from the Stadium as its home field; and

WHEREAS, the District is agreeable to conditionally release Dr. Robert Froehlich and Cheryl Froehlich from certain guaranty obligations made by them to assure compliance with the License Agreement terms in the event the transaction involving the assignment of the majority equity interest in the Cougars is completed.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Forest Preserve District of Kane County, Kane County, IL, hereby consent to the proposed majority equity assignment of the majority equity interest in the Cougars to REV, as well as to the terms and conditions of the Fifth Amendment; and

FURTHER RESOLVED, that the President and Secretary of the District be, and hereby are, authorized to execute such Fifth Amendment in accordance with the foregoing resolution and to acknowledge and grant consent for the Cougars Baseball Partnership and American Sports Enterprises Inc. to transfer its majority equity interest as contemplated to effectuate the proposed sale of the Cougars to REV.

APPROVED AND PASSED on this 11th day of March 2025.

Bill Lenert Mohammad Iqbal
President, Kane Forest Preserve Secretary, Kane Forest Preserve
Kane County, Illinois Kane County, Illinois

File Number: FP-R-25-03-3149

FIFTH AMENDMENT TO SECOND AMENDED AND RESTATED LICENSE AGREEMENT

This FIFTH AMENDMENT TO THE SECOND AMENDED AND RESTATE LICENSE AGREEMENT ("Amendment") is made this _____ day of March, 2025 by and between FOREST PRESERVE DISTRICT OF KANE COUNTY, as organized and existing under the laws of the State of Illinois (hereinafter referred to as "Licensor") and REV EQUITY VENTURES LLC, a Delaware limited liability company (hereinafter referred to as "Licensee"). The FOREST PRESERVE DISTRICT OF KANE COUNTY and REV EQUITY VENTURES LLC are sometimes referred to herein individually as "Party" and collectively as "Parties".

RECITALS

- A. Licensor is the owner of the Stadium, as defined, and adjacent park and parking areas.
- B. Licensee has proposed a majority interest sale of the Cougars' baseball organization to the Licensee, including the interest of Cougars Baseball Partnership and American Sports Enterprises, Inc., the prior licensee, at which time the Licensee will be the holder of the franchise owner of the "Kane County Cougars" professional baseball team (the "Team") following League approval.
- C. A Request for Consent to Transfer the License Agreement has been approved and passed by Licensor as of February 11, 2025.
- D. On or before June 4, 2014, the parties entered into the Second Amended and Restated License Agreement (the "2014 License") to enable a re-structuring of the indebtedness and ownership of Licensee between the Forest Preserve District of Kane County and the prior licensee. On or about On or about September 9, 2014, a First Amendment to the Second Amended and Restated License Agreement was approved and adopted (the "First Amendment"). On or about March 8, 2016, a Second Amendment to the Second Amended and Restated License Agreement was approved and adopted (the "Second Amendment"). On or about January 9, 2018, a Third Amendment to the Second Amended and Restated License Agreement was approved and adopted (the "Third Amendment"). On or about August 30, 2019, a Fourth Amendment to the Second Amended and Restated License Agreement was approved and adopted (the "Fourth Amendment"). All defined terms used in the 2014 License as amended by the First Amendment, Second Amendment, and Third Amendment shall be carried forward herein and as used herein shall have the same meaning herein as defined in the 2014 License, First Amendment, Second Amendment, Third Amendment and Fourth Amendment.
- E. The parties intend to hereby modify certain terms, including Section 5.01 of the License Agreement, whereby the balance of the Annual Fees would become payable in full, if the Licensee moved the team out of the Stadium.
- F. This Amendment shall become effective upon the execution and approval of the proposed majority interest sale of the Cougars' baseball organization to the Licensee.

NOW THEREFORE, in consideration of the agreements set forth herein and other good and valuable consideration, the parties agree as follows:

- 1. Amendment to Section 5.01 of the 2014 License Agreement. Effective as of the date hereof, Section 5.01 of the 2014 License Agreement are hereby amended, including the additional provision, to read:
 - (h) Licensee agrees to pay the remaining balance, in full, of the Annual Fees as described in Section 3.01, herein if Licensee moves the Team from the current Stadium to another Home Venue. For the avoidance of doubt, Home Venue refers to the stadium, facility, or location where the Team plays all or a majority of its home games.
- 2. Further, this Amendment, upon completion of the closing of the sale contemplated by the parties and as referenced above, but expressly conditioned upon such sale closing being completed, shall operate to fully and completely release Dr. Robert Froehlich and Cheryl Froehlich from their obligations under any and all personal guaranties presently in place on their part.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have the Second Amended and Restated License Agreement this	
	LICENSOR:
	FOREST PRESERVE DISTRICT OF KANE COUNTY, a municipal corporation organized and existing under the laws of the State of Illinois
	By:Bill Lenert, President
	LICENSEE:
	REV EQUITY VENTURES LLC, a Delaware limited liability company
	By: Sean Decker, President

STATE OF ILLINOIS) SS.

COUNTY OF KANE)

REPORT NO. DOC-2025-10

DEPARTMENT REPORTS



Human Resources Department Memorandum

TO: Benjamin Haberthur, Executive Director

FROM: Jennifer Clough, Director of Human Resources

DATE: March 5, 2025

RE: February 2025 Report

Employee Relations, Recruiting and Benefits:

- The District spent its second consecutive month fully staffed, a likely testament to its recent improvements to compensation plans and benefit programs. Prior to this period of stability, the District was experiencing regular and high turnover at all position levels. Seasonal employment opportunities are open for recruitment, and the HR department is training and providing resources to hiring managers to support their selection and orientation processes. Additionally, the HR Director continues to work collaboratively with the budget team to consider requests for staff as an outcome of the successful referendum.
- The Department continues to work diligently on evaluating possible insurance opt-out options, certification pay, uniform allowances, and other opportunities that stem from compensation and classification study recommendations and the competitive employment landscape. Most recommendations surrounding these program enhancements will be fully vetted and prepared for consideration for the fiscal year beginning July 1, 2026.
- HR is supporting the review and preparation of the fourth iteration of the Organization Ordinance for the Commission's approval. Once complete, the department expects to present its annual review of the employee handbook for consideration. A comprehensive review has begun.
- Department staff participated in a PDRMA legal, IDPH monthly update, and Tyler Technologies pay rates webinars. They also partnered with Equitable to review its new website, met with Plan Source to correct ACA reporting issues and collaborated with the District's IPBC benefits consultant to explore employee self-service options and insurance plan changes for open enrollment.

Safety and Wellness:

There was one general liability (volunteer injury) and one worker's compensation (ankle sprain) claim in February.

- The 2025 safety training plan has been developed and communicated to all employees. The Department will take
 advantage of the Spring all staff meeting to bring at least one of these requirements offline so that employees
 have the opportunity to learn together and in a setting that is more conducive for questions. The 2025 plan
 includes enhanced collaboration with the Kane County IT Department, which coordinates the District's cyber
 security training.
- The Safety and Wellness committee held its first quarterly meeting of 2025 and first on its agenda is promoting
 the annual wellness screening to all employees with District Health benefits. This event is scheduled for April 15th
 of this year and offers employees a premium incentive for participation. In addition, its members are auditing
 their department's first aid kits for supplies. The committee regularly reviews processes and up for discussion
 was the vehicle accident process. New documents are being added to all vehicles.
- Employment laws that went into effect in January required the District replace its compliance posters at each of
 its locations; these field shop visits serve as an excellent opportunity to complete other safety related inspections
 and activities.
- The Department completed the PDRMA Risk Management Review annual assessment and scheduled a kickoff meeting in early March to develop the 2025 risk management goals. Other collaborations with PDRMA in the last



Human Resources Department Memorandum

month have included gathering claims data and PDRMA coverages for the new golf management company at Hughes Creek and Settler's Hill Golf Courses and coordinating with their legal counsel on a number of employment considerations to best mitigate the District's risk.

• The Safety and Wellness Coordinator co-taught CPR/1st Aid to volunteers an identified and delivered a new mobile first aid kit/station to the Nature Education group at Creek Bend to be utilized during field events.

Volunteer Resources:

In February, 601.50 volunteer hours at 36 events were given to the District!

- Dangerously cold temperatures resulted in a number of volunteer event cancelations. However, snow covered allowed for many workdays to successfully burn down accumulated brush piles.
- The Environmental Sustainability Team (EST) held its first quarterly meeting of 2025 with ambitious goals, including an interest in being able to measure and modify the District's carbon footprint.
- The Department tabled events intended to recruit for new volunteers to the District at Waubonsee Aurora and Sugar Grove campuses on 10th and 19th. In another effort to engage the next generation in conservation efforts, the NRM, Environmental Education and Volunteer office staff assisted at Dundee Crown HS as we helped prepare students for the upcoming Envirothon on Feb 19th.
- The HR Department continues to onboard new Stewardship Specialist Rachel Carlson. Rachel is off to a great start meeting staff, seeing preserves, jumping into trainings and getting out with volunteers! The HR team is excited to have her and look forward to lots of good news and updates from her fieldwork.
- Staff attended the Calling Frog Survey virtual training with Notebaert Nature Center, Maple Sugaring Event
 planning meeting, the Fungi Monitoring kickoff, and a special workday at Sleepy Hollow Ravine with local
 volunteers and Illinois Nature Preserve Commission.

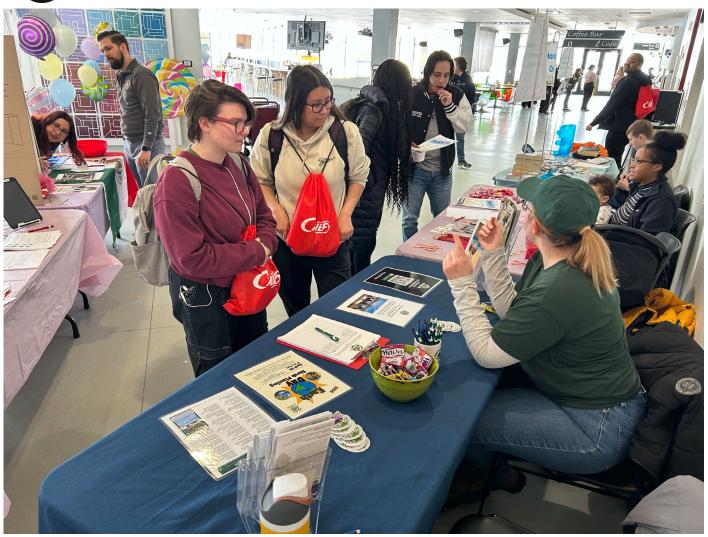




Pictured on the left: Staff and volunteers restoring Sleepy Hallow Ravine during a workday hosted February 20th. Pictured on the right: NRM Manager Jason Johnson teaches DCHS students tree identification on February 19th.



Human Resources Department Memorandum



Pictured above: Stewardship Specialist Rachel Carlson talks to students at WCC Sugar Grove volunteer fair hosted by the school on February 20th.



Public Safety Department Memorandum



TO: Benjamin Haberthur, Executive Director

FROM: Paul Burger, Director of Public Safety/Chief of Police

RE: February 2025 Report

REPORTS

17 reports were taken from 88 dispatched calls for service.

CITATIONS & WARNINGS ISSUED

20 total citations written: 16 ordinance violations, 4 written warnings.

REPORT HIGHLIGHT SYNOPSIS

Threats Over Dog Bite

An officer arrived at Schweitzer Woods FP dog park, on a report of a dispute. A couple in the dog pen was threatening another patron's dog, after the patron's dog bit their dog. The couple had left the scene by the time the officer arrived. Case is inactive, pending further investigation.

Damage Done by Unauthorized Snowmobiling

While on patrol at Bowes Creek Woods FP, an officer noticed snowmobile tracks through portions of the preserve; in some spots, corners were gouged out from the carbides and tracks from high-speed turns. The tracks went into the next preserve, Muirhead Springs FP, where a fresh trail damaged the prairie. Offender is unknown at this time.

Damage Done from Off Road Vehicle

An officer found tire tracks in the snow that went around the front gate at Johnson's Mound FP. The officer located a vehicle in the parking lot next to the tire tracks. Five male subjects were walking towards the vehicle, when the officer stopped them. Two of the males were juvenile, and their parents were called and informed they would be issued citations. The remaining three subjects were issued citations as well.

Personal Injury During Brush Clearing

While a volunteer steward was clearing brush at Tekakwitha Woods FP, she tripped over a log and injured her shoulder while releasing the chainsaw during the fall. The woman was transported to Delnor Hospital for treatment and determination of the extent of the injury.

Altercation During Hockey Game

Officers were called to the Fox Valley Ice Arena, on reports of two women fighting in the lobby. The fight had been precipitated by an incident that occurred on the ice, during a youth hockey game. During the hockey game, two juvenile players got into an altercation, causing one to be injured on his face and head. The injured player was taken to Delnor Hospital. The family wished to sign criminal complaints against the other player for battery. The incident was then elevated to court proceedings.

Illegal Dumping

An officer was on patrol at Aurora West FP, when he came upon a stack of three boxes full of paint cans dumped at the entrance to the bathroom, near the trash. No identifying information was found.

TRAINING & MEETINGS

Meetings:

- Kane Co. I.T./Taser Software Implementation (Chief Burger)
- Environmental Sustainability Team (Sgt. Hayes)
- Comprehensive Master Plan (Chief Burger)
- District Safety Committee (Sgt. Hayes & Ofc. Kotlarz)
- NEMRT / ILETSB Officer State Training Mandates (Chief Burger)
- IPLEA (Ofc. Kelly)
- KCCOPA (Chief Burger)
- Mounted Rangers (Ofc. Rochotte)

Training:

- Departmental Police Law Training/New Illinois Laws Pt. 2
- ILETSB State Training Mandates (Officers Bovio, Sadowski, Holmes, Williams, & Lawrence)
- NEMRT / Immediate Trauma Care (Ofc. Bovio)
- Flock Safety Camera Updates (Chief Burger)

February 2025 Reports by Location/Offense

Location Sate of Circlina Durnoing Processing States of Processing Stat																
Location	Bat	iery (i	Irritral C	Judius Sepaces	Irrinal C	amage cidents	Perse	perty fr	ecoachic Di	nent Sturban	ed for	Makar Mekar	o Mote	NOWITY OF	Road P	orio,
Burnidge F.P.															1	1
Fabyan F.P. (West)					1							1				2
Helm Woods F.P.										1						1
Tyler Creek F.P.							1									1
Campton F.P.											1					1
Johnson's Mound F.P.														1		1
Tekakwitha Woods F.P.					1											1
Rutland F.P.						1										1
Fox Valley Ice Arena	1			1								1				3
Raymond Street F.P.		1														1
Bowes Creek Woods F.P.													1			1
Schweitzer F.P.									1							1
Aurora West F.P.			1													1
Jon J Duerr F.P.								1								1
Grand Total	1	1	1	1	2	1	1	1	1	1	1	2	1	1	1	17



Natural Resource Management Department Memorandum

TO: Benjamin Haberthur, Executive Director

FROM: Patrick Chess, Director of Natural Resources
RE: February 2025 Department Monthly Report

LAND MANAGEMENT

NATURAL RESOURCE MANAGEMENT

Restoration

<u>Tree and Brush Clearing with Chemical Weed</u> <u>Management</u>

Staff continued to make tree and brush clearing a primary focus. The field crew spent most of the last month of winter clearing and treating invasive woody brush and trees. Staff cleared brush and trees at Braeburn Marsh, Forested Fen, Rutland, Chicago Premium Outlets Wetland, and Fox River Shores Forest Preserves. Simultaneously, contractors continued to clear trees and brush from numerous preserves including Bliss Woods, Hannaford Woods, and Big Rock Forest Preserves.

Our crew continues to take an Integrated Vegetation Management (IVM) approach to invasive species control, which focuses on eliminating these pests at every stage of their life cycles. During the winter months, this typically means spot-application of selective herbicide application following cutting. This type of chemical follow-up prevents spring re-sprouting, which saves time, money and effort in the long run.

Seed Planting

The final prairie planting efforts of the winter occurred in early February. Staff wrapped up planting the remainder of Mill Creek Greenway, a process that will result in the entire 269 acre preserve now restored to natural area. Just two years ago, there were over 200 acres of farmland that have all been converted to tallgrass prairie.

Wildlife

Avian Studies & Nest Structure Program

In February, wildlife staff wrapped up the 2024-2025 winter owl survey season. Barred owl, Eastern Screech & Great-horned owls were all detected throughout several Kane County properties. Staff participated in another

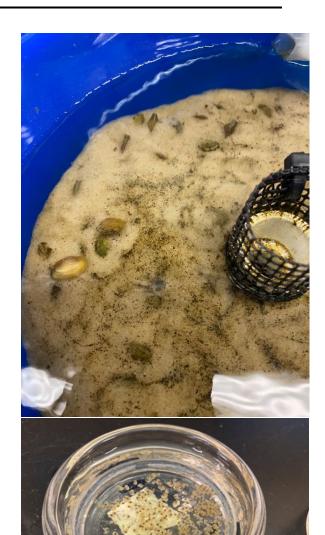


Staff was busy last month completing clearing projects at multiple preserves. Photos above feature Aurora West (1), CPO Wetlands (2), and Fox River Shores (3).

raptor banding training with researchers at Millikin University: Red-shouldered, Red-tailed hawk and American kestrel were banded. Additionally, staff was trained on obtaining blood samples for health screening analyses. Staff is working on prepping the field and volunteers for another year of American Kestrel nest box monitoring. Boxes are being cleaned out by staff and volunteers; new boxes are being constructed & there are plans to relocate boxes that have not been successful for several years.

Mussel Conservation

We continue to receive good news from our partners at the Forest Preserve District of DuPage County Urban Stream Research Center (USRC). There are two ongoing mussel cohorts from 2024 at USRC. Both are looking healthy and growing, including our first ever cohort of ellipse. We have approximately 114 Giant Floater Mussels, which are approaching release size, and 2,378 Ellipse at USRC.



Photos of Giant Floater mussels (1) and Ellipse mussel cohort(2).



Planning & Land Protection Department Memorandum

TO: Benjamin Haberthur, Executive Director

FROM: Jennifer Rooks-Lopez, Director of Planning & Land Protection

Zach Tegge, Landscape Architect

RE: February 2025 Department Monthly Report

LAND ACQUISITION & PLANNING

Staff continues to work with the Land Acquisition Committee on the evaluation and acquisition of properties.

MEMORANDUM OF UNDERSTANDING WITH FOX VALLEY PARK DISTRICT

The Fox Valley Park District (FVPD) applied for and was recently awarded a federal grant to design and construct a pedestrian and bike bridge over the Fox River between Lippold Park and Les Arends Forest Preserve. After extensive site studies, it was determined the best western shore landing site is the northern edge of Les Arends and a future intergovernmental easement agreement ("IGA Easement") between the parties will be required. The specific details of the future easement agreement is



subject to finalization of engineering and planning of the exact landing placement locations. The Memorandum of Understanding is necessary to comply with preliminary documentation requirements.

Full Commission approved the MOU.

INTERGOVERNMENTAL EASEMENT AGREEMENT WITH VILLAGE OF ALGONQUIN

The Village of Algonquin approached the District in 2024 with a request to acquire a 10' easement for the creation of a bike trail on Broadsmore Drive to connect to existing Village owned bike trails west of Randall Road. The proposed bike trail will be along the northern edge of Willoughby Forest Preserve. The Village of Algonquin will be responsible for the installation, maintenance and mowing of the new trail.

• The easement agreement was reviewed by the Land Acquisition Committee. Full commission approval is expected at the March Commission meeting.

PRESERVE DISTRICT OF KANE COUNTY AND THE VILLAGE OF PINGREE GROVE

In 2014, the Commission approved a License Agreement with the Village of Pingree Grove for the use of a portion of the Pingree Grove Forest Preserve to develop a community park. Since that time the Village has continued to make improvements to the property including a small gravel parking area and mowed trails. The Village submitted an updated site plan that they would like to use to pursue grant funding to assist with design and construction costs. This second amendment to the License Agreement, modifies the agreement to reflect the new site plan and extends the term of the agreement for an additional 25 years ending in March 2025.



Full Commission approved the License Agreement

GRANT PROJECTS

MILL CREEK GREENWAY

The District was awarded an Open space Land Acquisition Grant (OSLAD) in 2023 for improvements to the Mill Creek Greenway Forest Preserve. This project will develop the 62.5 acres purchased in 2016 with Land Water Conservation Funding (LWCF) by introducing resource-based recreation elements that include an outdoor archery range (first of the District's kind), interpretive nature trails, 60+ acres of prairie restoration, parking, restrooms, and design for a future linkage to a regional bike trail.

Contractor working to secure required bonds and insurance.

BIG ROCK FOREST PRESERVE LIMESTONE TRAIL RESURFACING

In 2023, the District was awarded a Recreational Trail

Program (RTP) grant to provide a trail connection between the Deer Valley property and Big Rock campground and to assist with the resurfacing of 1.57 miles of limestone trails at Big Rock Forest Preserve. Installed in 2014, sections of the limestone trails, especially in the woodland area are



experiencing erosion and are in need of significant resurfacing. The RTP grant, will fund 80% of the project costs up to \$200,000.00.

• Contractor working to secure required bonds and insurance.

FITCHIE CREEK FOREST PRESERVE LIMESTONE TRAIL RESURFACING

On September 24, 2024 the District was awarded a Recreational Trail Program (RTP) grant to assist in the restoration of the existing limestone trail at Fitchie Creek Forest Preserve. Sections of the trail, especially that section within the wooded area, experience significant washout and flooding. The project will include addressing known drainage issues and resurfacing of the limestone trail. The RTP grant, will fund 80% of the project costs up to \$200,000.00.

 Staff are designing development plans. Project expected to release for bid in April.



CAPITAL PROJECTS

MUIRHEAD SPRINGS WETLAND/STREAM MITIGATION BANK PROJECT

In 2017, the District began planning to restore over 200 acres of wetland at Muirhead Springs Forest Preserve as part of a wetland mitigation bank. V3 Companies was chosen and approved to be the consultant for this project. Staff and V3 met on-site to review the site conditions.

 Staff and V3 are working on the Adaptive Management plan to allow credits for shore bird habitat.

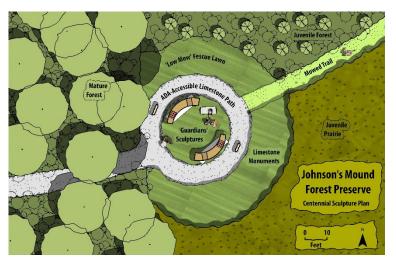


JOHNSONS MOUND CENTENNIAL IMPROVEMENTS PROJECT

On June 8, 2025, the District will celebrate its' 100-year anniversary preserving and restoring Kane County's natural areas. The first preserve acquired by the District was Johnson's Mound Forest Preserve in Blackberry Township. To celebrate 100 years of conservation, the District plans to expand Johnson's

February Report

Mound Forest Preserve by restoring thirty-five (35) acres of agricultural land to forest and prairie. A key component to the centennial celebration will be the opportunity for the public to participate in the 12 acres woodland restoration and planting of 800 trees. Trees of various sizes will be offered for public donation that will include a commemorative plaque to recognize the generous donation. Revenue generated from the sale of trees is expected to be over \$170,000 and will be used to help offset the cost of the restoration and improvements at Johnson's Mound.



Additional improvements planned include the following: 23 acres of prairie restoration, Volunteer/donor memorial / Sculpture, Additional limestone trails, Ribbon cutting/ceremony on anniversary date.

Bids for construction have been received and are expected to be awarded in March 2025.

MISCELLANEOUS UPDATES

- February 11 Bid opening for Johnson's Mound Improvements
- February 13 Planning staff attended the Conservation Foundation awards luncheon
- February 21 Planning started the interview process for our summer GIS intern.
- February 27 Planning staff attended the pre-bid meeting for the replacement of the well at Settlers Hill Golf Course.



Operations Department Memorandum

TO: Benjamin Haberthur, Executive Director FROM: Jeremy Jensen, Director of Operations February 2025 Department Monthly Report RE:

OPERATIONS

Extreme Weather Conditions

The month of February often brings some uncomfortable weather conditions, which could include snow, ice, arctic cold or even soggy, sloppy work environments for staff that work outdoors. This year was no exception with three snow events, multiple icy days and a full week of extreme cold temperatures. During these extreme conditions, North, South, Trades, and Fleet staff all have identified priorities to ensure preserves are safe and District assets are protected. Staff continue to clear preserve roadways and shovel sidewalks each day to remove ice and snow hazards. Additionally, they clear blowing snow away from entrance gates to be sure they operate automatically. The lower temperatures drop, the more critical it becomes to maintain daily building checks to ensure all furnaces are working correctly and water lines do not freeze. Often infrastructure failures need to repaired immediately to prevent additional damage, and chainsaw work continues as long as ground surfaces are solid enough to support trucks and equipment.

Winter weather conditions also support projects in the shops to prepare for the busy summer season. Staff engage in annual equipment maintenance on all mowers, tractors, carts and handheld equipment such as blowers, weedwhips and brushcutters. This list can include such things as full engine services, filter changes, belt replacements, blade sharpening and welding tasks. As winter progresses, almost every piece of equipment is cycled through the shop and is reviewed for needs and repairs. This is the best time of year to make repairs that



Rangers Callahan and Uidl conducting chainsaw work to remove hazard trees.



February's blustery conditions meant lots of snow plowing and ice prevention. Above is a photo of operations at Bowes Creek FP.



Stunning winter scenes around the county, above is from Binnie Woods.

ensure the equipment won't break down during summer, resulting in costly time delays. Other winter necessities include painting trash and recycle containers and constructing new picnic tables or replacing damaged boards on existing tables.

Winter Projects

February is a month where work is dictated by the weather, and this year was no different. Entering the month, we had bitterly cold temperatures which hardened the ground and allowed for a clearing project at the west entrance to the Fabyan Forest Preserve. The removed vegetation provided an improved aesthetic when entering the preserve, while also removing a large section of invasive material such as buckthorn and honeysuckle. Investing time into projects like these allows staff to focus on core job tasks in the spring and summer months like mowing and trail maintenance, while also providing a tidy and pleasing aesthetic to our preserve patrons.

Projects like these are tackled on a case-by-case basis. Our largest snowfalls of the 2024-2025 winter season followed this project, so with several inches of fresh snow on the ground suspended our cutting projects and these were replaced by plowing and sled hill repairs. Leading up into March fluctuating temperatures shift our focus on a day-to-day basis. March will make way for spring clean-up, burn season, and equipment preparation to get ready for annual mow season.

Cold Weather Gardening

The horticulturist completed site accurate maps of the landscape around the Villa, Windmill, and the northern part of the Japanese Garden. In the Japanese Garden the overall plan is to add more of an evergreen element that is a staple in all Japanese Gardens. All specimens selected adhere to their location, sun and design requirements.

For the Villa some plans include bringing back some historical elements such as the Gazebo



Storm damaged/hazard tree removed at Buffalo Park.



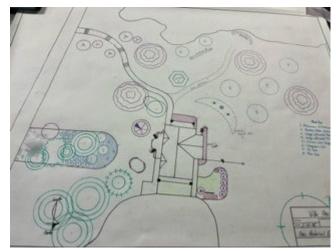
Although not glamorous, still incredibly important winter work: annual equipment maintenance.

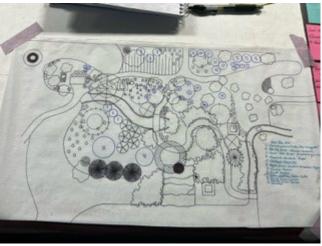
overlooking the Japanese Garden, the spider web of rope possibly out in the lawn, and a slow transition to adding more celestial shaped beds around the Villa. All plans have historical significance and would reduce turf maintenance as well as adding more elements for our patrons to "walk through history".

The Windmill is in much need of a renovation for the beds located between the service road and Crissey Ave. Plans are started using all native species, but was halted due to erosion issues in the Japanese Garden.

After snow rapidly melting it was observed that the pathway erosion issue in the Japanese Garden (which is a common issue) is most likely a result from water runoff from the steps outside the garden (west side) leading to the Villa. Permanent solutions are being discussed. Catch basins installed within the pathway leading to the Villa, planting wet soil tolerant plants (Buttonbush) as yet another buffer for this water.

Due to the already very permeable nature of the decomposed granite present in the Japanese Garden, the water moves underground and right along the pathway. In conclusion, hopefully fixing the problem where it originates will correct the issue within the Japanese Garden.





Horticulturalist Umstead's site plan maps around the Fabyan Villa and Japanese Garden.



Erosion issues were spotted at the Japanese Garden; permanent solutions are being discussed to address this ongoing concern.



Community Engagement Department Memorandum

To: Benjamin Haberthur, Executive Director

From: Laurie Metanchuk, Community Engagement Director

Date: 3/11/2025

Re: February 2025 Report

Public Relations & Marketing

CONFERENCES, MEETINGS & TRAINING

Golf Outing Kickoff Meeting: Director Metanchuk, Communications & Marketing Supervisor Brittany Kovach, and Foundation Board Member Monica Meyers met on Feb. 4 to discuss the Kane Forest Preserve Golf Outing, which will be held on Sept. 11 at Hughes Creek Golf Course. Updates to the sponsorship brochure were made, and new ideas for this year's outing were shared.

The Conservation Foundation Membership & Awards Luncheon: On Feb. 13, Director Metanchuk, Executive Director Ben Haberthur, Natural Resource Management Director Pat Chess, and Planning & Land Protection Director Jennifer Rooks-Lopez attended The Conservation Foundation Awards Luncheon at the Hyatt Regency in Lisle. Congratulations to the Kane Neighbors for Open Space & the DuPage Neighbors for Open Space, for being named The Conservation Foundation's Conservation Partners of the Year! These two volunteer groups worked to help recent open-space referenda pass in their respective counties, leading to increased land protection, conservation, recreation and environmental education.

PRESS RELEASES

We published the following press releases in February:

- Sponsor a tree to help launch the Forest Preserve District's next century: Be a part of the Johnson's Mound Centennial Project, Feb. 13
- Sweet Tradition Meets Milestones: Maple Sugaring Days are March 1-2 at LeRoy Oakes Forest Preserve, Feb. 19
- Registration is open for Forest Preserve District Summer Camps!, Feb. 27
- Robert Ridgway: When Amateur Bird Watching Becomes a Rigorous Science, Feb. 27

PRESS COVERAGE

The following items garnered press coverage, last month:

Forest Preserve District of Kane County

 Sponsor a Tree to Help Launch the Forest Preserve District's Next Century, Kane County Connects, Feb. 17

Nature Programs

- Special maple beer to be featured at 30th annual Maple Sugaring Days March 1-2, Daily Herald, Feb. 27
- Maple Sugaring Days held this Weekend in St. Charles, St. Charles Patch, Feb. 26

SOCIAL MEDIA

The District manages social media accounts on Facebook, Instagram, Threads, LinkedIn, TikTok & YouTube. Find us online by searching @forestpreserve.

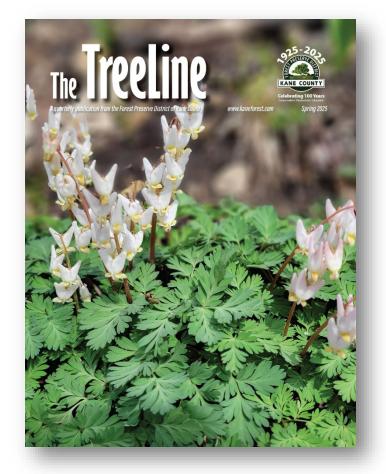
TREELINE NEWSLETTER

Our current print subscribers total 5,394 (+4). Current email subscribers total 15,229 (+187), for a combined total of 20,623 subscribers (+191). As always, free subscriptions to *The TreeLine* newsletter are available at: http://bit.ly/ForestPreserve_Email. The Spring 2025 edition is just out, and available online at https://kaneforest.com/the-treeline-newsletter



FEBRUARY SPOTLIGHT

Naturalist Josh Libman was the invited presenter for February's "A River Flows through It" series organized by The Conservation Foundation and the St. Charles River Corridor Foundation. His talk, Avian



Adventures: A Guide to Identifying and Appreciating Birds of the Fox River Valley, drew 200 attendees. Patron and organizer feedback was glowing! Read about the full slate of prestigious speakers which Naturalist Libman joined: https://www.stcrivercorridor.org/events/A-River-Flows-Through-It.php

PROGRAM REACH & REVENUE GENERATION

Programs	Programs Completed (Monthly)	Attendance (Monthly)	Avg Attendance Per Program (Monthly)	Programs Completed (Total FY)	Attendance (Total FY)	Avg Attendance Per Program (Total FY)		
Public	11	185	17	101	2861	28		
School	4	57	14	57	1637	29		
Scout	0	0	0	4	49	12		
Community	2	31	16	32	1246	39		
Outreach	7	567	81	30	1854	62		
Learn from the Experts	2	48	24	16	363	23		
Virtual Public*	1	n/a	n/a	6	n/a	n/a		
Virtual School	0	0	0	1	125	125		
Program Totals	27	888	34	247	8135	34		
Nature Center Visitors		451			5568			
Total Attendance		1339			13703			
Revenues [*]	\$563							

^{*}Note: Only webinars have live attendees



"We're so lucky to have such dedicated and knowledgeable naturalists to educate us on important topics that have an impact on our environment and how we interact with our natural environment."

"Extirpated and Extinct Animals of Kane County" LFE participant

"Josh [Naturalist Libman] did a great job! He was very well prepared and his enthusiastic presentation kept the group enthralled. We all learned so much and enjoyed it in the process. Highly recommended."

"Extirpated and Extinct Animals of Kane County" LFE participant

"Erica, [Naturalist Lemon] I really enjoyed the Senior Stroll yesterday even though the weather was less than desirable. I always enjoy the talks/discussions you have prepared for us seniors, especially your bag of props! Thanks again for your efforts – they are appreciated!"

Senior Stroll participant

"This was a wonderful program. My grandson was so thrilled to share the information he learned with his family, when I brought him back home. Amber [Naturalist Ross] presented the information in such an engaging and entertaining manner. Thank you!

"Wet & Wild" EcoLab participant

[^]Excludes LFE/KCCN partnership revenues.

"Lisa [Naturalist O'Brien] did another great job taking us on a tour. She is such a great educator as well. Even as a geologist, I couldn't explain glacial features as well as she does to the public. I kept thinking how outclassed I was :-)"

Nurtured by Nature participant

IN-PERSON PROGRAMS

Public Programs: The District's
 Mushroom Monitors gathered for the
 3rd annual Mushroom Monitors
 Workshop at Creek Bend Nature
 Center, at LeRoy Oakes Forest
 Preserve in St. Charles. Project leader
 Environmental Education Manager
 McKittrick, shared the success stories
 of the 2024 monitoring season, and
 led the group to brainstorm
 improvements for 2025. Volunteer
 Coordinator Rachel Carlson gave a
 review of volunteer hours committed
 by volunteers, and Natural Resource
 Management colleagues explained



Mushroom Monitors shared stories about their fungal observations before the presentations began.

how their department uses the monitor data to help manage preserve holdings.

Community & Outreach Programs – The entire naturalist team worked together to deliver five
 Traveling Naturalist programs to a total of 272 students at area schools, this month: three
 Backyard Wilderness-themed and two *Nature Detective*-themed programs. School districts
 supported included D301, U46 and Brightpoint Child & Family Center in Carpentersville.

Environmental Education Manager McKittrick shared the geological and cultural history of LeRoy Oakes Forest Preserve with a group from Wild Ones of Northern Kane County.



Wild Ones members enjoyed the snowy trails at Les Arends Forest

• **School Programs** – Students from Howard B. Thomas Pre-Kindergarten classes loved the Traveling Naturalist program at their school.



What Pre-K student can resist the lure of touching wildlife pets?

• Learn from the Experts (LFE)/Kane County Certified Naturalist (KCCN) Programs — The naturalist team led two LFEs in February: Winter Tree Identification (led by Environmental Education Manager McKittrick at LeRoy Oakes Forest Preserve) and Extirpated & Extinct Animals of Kane County (led by Naturalist Libman.)

Rental Facilities

Barbara Belding Lodge at Brewster Creek Forest Preserve

In February, the lodge hosted four meetings and a baby shower totaling \$800.

Creek Bend Nature Center at LeRoy Oakes Forest Preserve

In February, Creek Bend Nature Center hosted a baby shower totaling \$500.