

**KENDALL COUNTY FOREST PRESERVE DISTRICT**

**MEETING AGENDA**

**TUESDAY, SEPTEMBER 21, 2021**

**9:00 A.M.**

**KENDALL COUNTY OFFICE BUILDING - ROOMS 209 & 210**

- I. Call to Order
- II. Pledge of Allegiance
- III. Invocation
- IV. Roll Call
- V. Approval of Agenda
- VI. Public Comments

**\*CONSENT AGENDA**

- VII. Approval of Minutes
  - Kendall County Forest Preserve District Finance Committee Meeting of August 26, 2021
  - Kendall County Forest Preserve District Operations Committee Meeting of September 1, 2021
- VIII. \*Approval of Claims in the Amount of \$36,741.08
- IX. \*Approval of Fund 1900 Contingency Transfers in the Total Amount of \$1,850.00 from GL 190011 69790 to:
  - 1. GL 19001179 63040 Program Refunds – Env. Ed. Public Programs (\$1,850.00)

**OLD BUSINESS**

*No items posted for consideration*

**NEW BUSINESS**

- X. **MOTION**: Approval of a Request to the Kendall County State’s Attorney’s Office to Review a Proposed Reciprocal Access Agreement at Millington Forest Preserve between the District and Robert Bright – BrighterDaze Farm, LLC
- XI. **MOTION**: Approval of a Request to the Kendall County State’s Attorney’s Office to Amend the District’s Agreement with “D.” Construction, Inc. for the Millbrook Bridge Removal Project to Support Completion of Certain Asphalt Road and Trail Improvements at Hoover Forest Preserve
- XII. **\*ORDINANCE 21-09-001**: Approval of a License Agreement Renewal with Sunrise Center North for Operation of a Therapeutic Riding Program at Ellis House and Equestrian Center for \$800.00 per Month Extending From January 1, 2022 through December 31, 2022, including an Option for a Two-Year Extension
- XIII. **\*ORDINANCE 21-09-002**: Approval of a License Agreement Renewal with the Yorkville Athletic Association for use of the Ball Field, Pavilion and Turf Parking Area at Hoover Forest Preserve for \$2,400.00 per Year Extending From March 15, 2022 through July 31, 2022, including an Option for a Two-Year Extension
- XIV. Public Comments
- XV. Executive Session
- XVI. Other Items of Business
- XVII. Adjournment

*(\* Requires affirmative vote of the majority of those elected (6) for passage (KCFPD Rules of Order Section I.G.2.b.v.a)*

**KENDALL COUNTY FOREST PRESERVE DISTRICT  
FINANCE COMMITTEE MEETING MINUTES  
AUGUST 26, 2021**

**I. Call to Order**

Finance Committee Chair Gengler called the meeting to order at 4:00 pm in the Kendall County Office Building, Board Rooms 209 and 210.

**II. Roll Call**

X	Cesich		Gryder
	DeBolt	X	Kellogg
	Flowers		Koukol
X	Gengler		Rodriguez
X	Gilmour	X	Vickers

Commissioners Cesich, Gilmour, Vickers, and Gengler were all present.

Commissioner Kellogg entered the meeting room at 4:43 pm.

**III. Approval of Agenda**

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

**IV. Public Comments**

No public comments were offered from citizens present.

**V. Motion to Forward Claims to Commission for Approval**

Commissioner Cesich made a motion to forward claims in the amount of \$8,468.40 to Commission for approval. Seconded by Commissioner Vickers. Aye, all. Opposed, none.

**VI. Review of Financial Statements through July 31, 2021**

Director Guritz presented an overview on the District’s financial statements through July 31 2021.

**VII. FY22 Operating Fund (Fund 1900) Levy Projection**

Director Guritz presented the FY22 Operating Fund (Fund 1900) levy projection to the Finance Committee. The projection was calculated by Latreese Caldwell based on a 1.4% CPI over FY21, and projection of \$62,168,890 for new construction, for a total levy of \$655,740.00.

**VIII. FY22 Draft Budget and Salary Schedule Review and Discussion**

Commissioner Vickers made a motion to forward the FY22 draft budget and salary schedule recommendations to the Committee of the Whole for review. Seconded by Commissioner Cesich. Aye, all. Opposed, none.

**IX. FY21 Budget – Contingency Transfers Report and Recommendations**

Commissioner Gilmour made a motion to forward the FY21 budget –contingency transfers report and recommendations to Committee of the Whole. Seconded by Commissioner Cesich. Aye, all. Opposed, none.

**X. Budget Analysis and Schedule for Vehicle Replacements – FY21 Budget Amendment Recommendations**

The Finance Committee discussed the schedule for vehicle replacements and FY21 budget amendment recommendations. Direction was received to generate vehicle condition reports for the anticipated replacement of 4- District vehicles.

**XI. Reallocation of Liability Insurance Fund (Insurance Claim) Expenses and Reimbursements – Fund 1911**

The Finance Committee discussed reallocation of expenses incurred for repairs at Hoover Forest Preserve to the Liability Insurance Fund for both expenses and anticipated reimbursement(s) for the late July lightning strike. The subsequent property damage insurance claim was filed after initial expenses were coded to the Operating Fund.

**XII. Henneberry Forest Preserve – Public Access Option and Associated Costs**

Commissioner Cesich made a motion to forward Henneberry Forest Preserve public access options and associated costs to the Committee of the Whole for the September 14<sup>th</sup> meeting. Seconded by Commissioner Gilmour. Aye, all. Opposed, none.

**XIII. D. Construction Updates – Hoover Asphalt Improvement Projects**

Director Guritz provided an overview of the proposed Hoover Forest Preserve asphalt surfacing/re-surfacing improvements. Direction was received to bring the overview of improvement projects to the Committee of the Whole for discussion.

**XIV. Other Items of Business**

**a) Program Registration Updates (21-22 CWD Bow Hunt Program/ Natural Beginnings**

Director Guritz presented updates on program registrations for the 21-22 bow hunt program and 21-22 Natural Beginnings Early Learning Program. Both programs are near or at capacity for enrollment.

Commissioner Cesich made a motion to forward a quote from Pizzo for prairie plant plugs for the ICECF K-12 grant to Commission on September 7th. Seconded by Commissioner Vickers. Aye, all. Opposed, none.

**XV. Public Comments**

No public comments were offered from citizens in attendance.

**XVI. Executive Session**

None.

**XVII. Adjournment**

Commissioner Cesich made a motion to adjourn. Seconded by Commissioner Vickers. Aye, all. Opposed, none.

Meeting adjourned at 5:02 pm.

Respectfully submitted,

David Guritz  
Director, Kendall County Forest Preserve District

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

**SEPTEMBER 1, 2021**

**I. Call to Order**

Operations Committee Chair Flowers called the meeting to order at 6:00 pm in the Kendall County Office Building Board Rooms 209 and 2010.

**II. Roll Call**

	DeBolt		Gilmour
	Cesich	X	Gryder
X	Flowers		Kellogg
	Gengler	X	Koukol
	Rodriguez		Vickers

Commissioners Flowers, Gryder, and Koukol were all present.

**III. Approval of Agenda**

Commissioner Gryder made a motion to approve the Operations Committee meeting agenda as presented. Seconded by Commissioner Koukol. Aye, all. Opposed, none.

**IV. Public Comment**

No public comments were offered from citizens in attendance.

**V. Review of Financial Statements and Cost Center Reports through August 31, 2021**

Director Guritz provided an overview of the preliminary financial statements through August 31, 2021. The District is on track for exceeding budget projections for the year.

**VI. Review of Special Use Permits**

There were no special use permits requiring Committee review.

**VII. Draft Employee Handbook Policies Review**

**a) Chapters V and VI Review**

The Operations Committee discussed the draft employee handbook chapters V and VI. Director Guritz reported that recent changes to Illinois State Law and comments received from ASA Leslie Johnson would be incorporated into the subsequent draft of the Employee Handbook.

### **VIII. License Agreements Renewal Terms – Sunrise Center North and Yorkville Athletic Association (Yorkville Fury)**

The Operations Committee discussed the terms for renewal of the Sunrise Center North – Therapeutic Riding Program license agreement. District Equestrian Program Coordinator, Kris Mondrella, outlined the justification for reducing the monthly license fee from \$1,600 per month to \$800 per month. Nearly 1/3 of District equestrian programming utilizes Sunrise Center North horses at no cost under the terms of the license agreement.

The Operations Committee discussed the terms for renewal of the Yorkville Athletic Association License Agreement. The annual license fee will be increased to \$2,400.00.

Commissioner Koukol made a motion to forward the Sunrise Center North License agreement to Committee of the Whole. Seconded by Commissioner Gryder. Aye, all. Opposed, none.

Commissioner Gryder made motion to forward the Yorkville Athletic Association License Agreement to Committee of the Whole. Seconded by Commissioner Koukol. Aye, all. Opposed, none.

### **IX. Other Items of Business**

- a) Hoover Forest Preserve – Asphalt Trails Condition Report**
- b) Hoover Nature Play Space – Natural Beginnings Family Event**
- c) 21-22 CWD Bow Hunt Program Registration Updates**
- d) Natural Beginnings Early Learning Program Registration Updates**

The Operation Committee discussed the other items of business listed. Director Guritz presented the asphalt trails condition report for Hoover Forest Preserve. Two quotes have been requested for completion of the scope of work for repairs and section replacements.

The District hosted a successful NB family event. The Hobbit Tunnel water feature was repaired following the lightning strike.

The District has sold all available permits for the 21-22 CWD Bow Hunt Program.

### **X. Public Comments**

No public comments were offered from citizens in attendance.

### **XI. Executive Session**

None.

## **XII. Adjournment**

Commissioner Gryder made a motion to adjourn. Seconded by Commissioner Koukol. Aye, all. Opposed, none.

Meeting adjourned at 6:55 pm.

Respectfully submitted,

David Guritz  
Director, Kendall County Forest Preserve District

# Claims Listing

9/16/2021 3:35:12 PM

Department	Vendor #	Vendor Name	Invoice #	Invoice Description	GL Account	Description	Invoice Amount	
Ellis Barn	541	FIRST NATIONAL BANK OF OMAHA	3583091521	Guritz Credit Card Aug 2021	19001161	Utilities	\$167.85	
						<b>Sub-Total</b>	<b>\$167.85</b>	
	21	ADS, INC	SI-555664	Alarm Services at Ellis House	19001161	Grounds and Maintenance	\$109.93	
						<b>Sub-Total</b>	<b>\$109.93</b>	
					<b>Ellis Barn</b>	<b>Total</b>	<b>\$277.78</b>	
Ellis Grounds	1060	JOHN DEERE FINANCIAL	11113-41567091521	Supplies for Ellis	19001162	Grounds and Maintenance	\$49.91	
						<b>Sub-Total</b>	<b>\$49.91</b>	
						<b>Ellis Grounds</b>	<b>Total</b>	<b>\$49.91</b>
Ellis House	21	ADS, INC	SI-555664	Alarm Services at Ellis House	19001160	Grounds and Maintenance	\$109.94	
	1152	KENDALL PLUMBING & HEATING	21032432	Ellis service air conditioning	19001160	Grounds and Maintenance	\$329.00	
	1323	MENARDS	22616	Ellis House Supplies	19001160	Grounds and Maintenance	\$49.17	
	1323	MENARDS	23549	Ellis House Supplies	19001160	Grounds and Maintenance	\$37.89	
						<b>Sub-Total</b>	<b>\$526.00</b>	
						<b>Ellis House</b>	<b>Total</b>	<b>\$526.00</b>



<b>Ellis Riding Lessons</b>	541	FIRST NATIONAL BANK OF OMAHA	3583091521	Guritz Credit Card Aug 2021	19001164 63000	Animal Care & Supplies	\$753.50	
	541	FIRST NATIONAL BANK OF OMAHA	6660091521	Vick Credit Card Aug 2021	19001164 63000	Animal Care & Supplies	\$211.54	
						<b>Sub-Total</b>	<b>\$965.04</b>	
						<b>Sub-Total</b>	<b>\$335.00</b>	
					<b>Ellis Riding Lessons</b>	<b>Total</b>	<b>\$1,300.04</b>	
<b>Ellis Weddings</b>	3236	JAVIER BARRIOS	09152021	Ellis Event Security Deposit Refund	19001168 63040	Security Deposit Refund	\$1,000.00	
						<b>Sub-Total</b>	<b>\$1,000.00</b>	
	3131	GROOT INC	7580473	Groot Services	19001168 63070	Refuse Pickup	\$99.58	
						<b>Sub-Total</b>	<b>\$99.58</b>	
					<b>Ellis Weddings</b>	<b>Total</b>	<b>\$1,099.58</b>	
<b>Environ. Educ. Laws of Nature</b>	541	FIRST NATIONAL BANK OF OMAHA	3583091521	Guritz Credit Card Aug 2021	19001180 63030	Program Supplies	\$9.98	
						<b>Sub-Total</b>	<b>\$9.98</b>	
						<b>Environ. Educ. Laws of Nature</b>	<b>Total</b>	<b>\$9.98</b>
<b>Environ. Educ. Other Pblc Prg</b>	51	SYNCB/AMAZON	1CWK-L6MQ-GCVM	Amazon Education Dept Purchases	19001179 63030	Program Supplies	\$41.84	
						<b>Sub-Total</b>	<b>\$41.84</b>	

Environ. Educ. Other Pblic Prg	3245	TAMMI SCHLEINING	09152021	Refund for Aft Adv Cancelled	19001179 63040	Security Deposit Refund	\$360.00
						<b>Sub-Total</b>	<b>\$360.00</b>
					<b>Environ. Educ. Other Pblic Prg</b>	<b>Total</b>	<b>\$401.84</b>
Environmental Educ. Natr'l Beg.	541	FIRST NATIONAL BANK OF OMAHA	3583091521	Guritz Credit Card Aug 2021	19001178 63030	Program Supplies	\$192.15
						<b>Sub-Total</b>	<b>\$192.15</b>
					<b>Environmental Educ. Natr'l Beg.</b>	<b>Total</b>	<b>\$192.15</b>
Environmental Education Camps	51	SYNCB/AMAZON	1CWK-L6MQ- GCVN	Amazon Education Dept Purchases	19001177 63030	Program Supplies	\$24.93
	541	FIRST NATIONAL BANK OF OMAHA	3583091521	Guritz Credit Card Aug 2021	19001177 63030	Program Supplies	\$81.38
						<b>Sub-Total</b>	<b>\$106.31</b>
Forest Preserve Director	541	FIRST NATIONAL BANK OF OMAHA	3583091521	Guritz Credit Card Aug 2021	190011 62000	Office Supplies	\$214.32
	1304	MARCO TECHNOLOGIES, LLC	45249736-F	Copier 08/28/2021 - 09/28/2021	190011 62000	Office Supplies	\$166.88
						<b>Sub-Total</b>	<b>\$381.20</b>

Forest Preserve  
Director

541	FIRST NATIONAL BANK OF OMAHA	3583091521	Guritz Credit Card Aug 2021	190011 62040	Conferences	\$10.00
					<b>Sub-Total</b>	<b>\$10.00</b>
541	FIRST NATIONAL BANK OF OMAHA	3583091521	Guritz Credit Card Aug 2021	190011 62150	Contractual Services	\$384.00
					<b>Sub-Total</b>	<b>\$384.00</b>
2047	COMED	09270071630915 21	ComEd Richard Young	190011 63510	Electric	\$24.84
2047	COMED	11231661020915 21	ComEd Jay Woods	190011 63510	Electric	\$24.38
2047	COMED	55147100050915 21	ComEd Harris Arena	190011 63510	Electric	\$27.84
2047	COMED	55147110020915 21	ComEd Harris	190011 63510	Electric	\$97.51
					<b>Sub-Total</b>	<b>\$174.57</b>
1323	MENARDS	22735	Wood for bridge repairs	190711 66500	Miscellaneous Expense	\$419.65
1323	MENARDS	23310	Menards Bridge Repair supplies	190711 66500	Miscellaneous Expense	\$148.88
1323	MENARDS	23311	Menards Bridge repair supplies	190711 66500	Miscellaneous Expense	\$2.18
1323	MENARDS	23548	Bridge Repair supplies	190711 66500	Miscellaneous Expense	\$16.68
					<b>Sub-Total</b>	<b>\$587.39</b>
3235	MIDWEST REALTY CONSULTANTS INC	09152021	Appraisal reports per agreement	191011 67410	Land Acquisition	\$6,000.00
					<b>Sub-Total</b>	<b>\$6,000.00</b>

Forest Preserve Director	1605	RIEMENSCHNEIDER ELECTRIC	12770	Hobbit Tunnel Service	190011 68000	Liability Insurance Premiums	\$315.00
						<b>Sub-Total</b>	<b>\$315.00</b>
	1665	SHAW MEDIA	10085118091521	Website Hosting	190011 68430	Marketing / Publicity	\$59.99
						<b>Sub-Total</b>	<b>\$59.99</b>
	3233	SCHWAKE STONE LTD	03305	Labor install for plaque on boulder	190011 68500	Project Fund Expenses	\$390.00
						<b>Sub-Total</b>	<b>\$390.00</b>
	1199	KLUBER, INC.	7715	Pickerill Estate House Conversion	191311 70060	Consultants	\$15,084.30
	1199	KLUBER, INC.	7716	Pickerill Estate Re-Roofing	191311 70060	Consultants	\$1,942.50
						<b>Sub-Total</b>	<b>\$17,026.80</b>
					<b>Forest Preserve Director</b>	<b>Total</b>	<b>\$25,328.95</b>
Grounds and Natural Resources	541	FIRST NATIONAL BANK OF OMAHA	6660091521	Vick Credit Card Aug 2021	19001183 62160	Equipment	\$106.09
	556	FLATSO'S TIRE SHOP	20697	Flatso's service	19001183 62160	Equipment	\$780.00
	1954	YORKVILLE NAPA AUTO PARTS	213519155	NAPA Grounds Supplies	19001183 62160	Equipment	\$41.41
						<b>Sub-Total</b>	<b>\$927.50</b>
	3131	GROOT INC	7580473	Groot Services	19001183 63070	Refuse Pickup	\$401.03
						<b>Sub-Total</b>	<b>\$401.03</b>

Grounds and Natural Resources	1153	KENDALL CO HIGHWAY DEPT	091521	Grounds Gas Use	19001183 63090	Natural Gas	\$774.70	
						<b>Sub-Total</b>	<b>\$774.70</b>	
	541	FIRST NATIONAL BANK OF OMAHA	3583091521	Guritz Credit Card Aug 2021	19001183 63110	Shop Supplies	\$167.76	
	1060	JOHN DEERE FINANCIAL	11113-29745091521	Rural King Purchases-Grounds	19001183 63110	Shop Supplies	\$20.95	
	1060	JOHN DEERE FINANCIAL	11113-29745091521	Rural King Purchases-Grounds	19001183 63110	Shop Supplies	\$57.93	
	1323	MENARDS	22736	Shop supplies	19001183 63110	Shop Supplies	\$135.48	
	1954	YORKVILLE NAPA AUTO PARTS	213519155	NAPA Grounds Supplies	19001183 63110	Shop Supplies	\$111.67	
	2067	QUICK SIGNS	22441	Bow Hunt Program Signage	19001183 63110	Shop Supplies	\$281.25	
						<b>Sub-Total</b>	<b>\$775.04</b>	
	1849	VERIZON	342034821-0001091521	Verizon	19001183 63540	Telephones	\$654.62	
	2225	AIR WANS WIRELESS BROADBAND	169424	Internet Service	19001183 63540	Telephones	\$69.00	
						<b>Sub-Total</b>	<b>\$723.62</b>	
					<b>Grounds and Natural Resources</b>	<b>Total</b>	<b>\$3,601.89</b>	
	Hoover	1937	WIRE WIZARD OF ILLINOIS INC	356561	Alarm monitoring 10/1-12/31/21 Hoover	19001171 62270	Utilities	\$105.00
		1937	WIRE WIZARD OF ILLINOIS INC	356562	Alarm monitoring 10/1-12/31/21 Meadowhawk	19001171 62270	Utilities	\$180.00
						<b>Sub-Total</b>	<b>\$285.00</b>	

Hoover

3243	NICK FORSHEE	21-00184	MHL Sec Dep Return	19001171	63040	Security Deposit Refund	\$43.85
3250	TIA PURNELL	21-00042	Sec Dep Return Moonseed	19001171	63040	Security Deposit Refund	\$100.00
						<b>Sub-Total</b>	<b>\$143.85</b>
2047	COMED	07560810170915 21	ComEd Hoover Bathroom	19001171	63100	Electric	\$105.89
2047	COMED	07936730150915 21	ComEd Hoover Multiple Meters	19001171	63100	Electric	\$819.20
2047	COMED	19380210810915 21	ComEd Hoover Residence	19001171	63100	Electric	\$86.18
						<b>Sub-Total</b>	<b>\$1,011.27</b>
1323	MENARDS	23277	Hoover supplies	19001171	63110	Shop Supplies	\$7.87
						<b>Sub-Total</b>	<b>\$7.87</b>
1152	KENDALL PLUMBING & HEATING	21032441	Air Conditioning Service at Hoover Residence	19001171	63120	Building Maintenance	\$1,139.00
1323	MENARDS	23274	Replacement microwave at Hoover Residence	19001171	63120	Building Maintenance	\$278.53
1323	MENARDS	23277	Hoover supplies	19001171	63120	Building Maintenance	\$261.78
1605	RIEMENSCHNEIDER ELECTRIC	12769	Service and supplies for storm Damage at Hoover	19001171	63120	Building Maintenance	\$385.34
						<b>Sub-Total</b>	<b>\$2,064.65</b>

Hoover	1030	J & D DOOR SALES	110752	Service call to Hoover	19001171	66500	Miscellaneous Expense	\$145.00
							<b>Sub-Total</b>	<b>\$145.00</b>
	5	AAREN PEST CONTROL	34820	Aaren Pest Control-Hoover	19001171	68580	Grounds and Maintenance	\$65.00
	1323	MENARDS	23277	Hoover supplies	19001171	68580	Grounds and Maintenance	\$59.96
							<b>Sub-Total</b>	<b>\$124.96</b>
							<b>Total</b>	<b>\$3,782.60</b>
Pickerill - Pigott	2047	COMED	55142280110915 21	ComEd Pickerill	19001184	63100	Electric	\$64.05
							<b>Sub-Total</b>	<b>\$64.05</b>
							<b>Total</b>	<b>\$64.05</b>
							<b>Grand Total</b>	<b>\$36,741.08</b>

To: Kendall County Forest Preserve District Board of Commissioners  
 From: David Guritz, Executive Director  
 RE: Proposed FY21 Contingency Fund Transfers  
 Date: 21-Sep-21

COMMISSION APPROVAL DATE: 07-20-21

FY21 Budgeted Contingency Funding Available				Notes
190011	69790	Contingency	\$11,500.00	
<b>Expenditures Over Appropriations</b>				
190011	62160	Equipment	-\$228.02	Miscoded
190011	68000	Liability Insurance	-\$181.00	ICRMT overpayment of \$7,424 (refund received)
19001181	51160	Salaries - Part Time	-\$145.75	Cost Center: Environmental Ed. - Other
19001181	63050	Employer Contr.	-\$11.15	Cost Center: Environmental Ed. - Other
19001183	63040	Security Deposit	-\$50.00	Shelter reservation refund
<b>Sub-Total</b>			<b>-\$615.92</b>	
<b>Contingency Remaining</b>			<b>\$10,884.08</b>	

COMMISSION APPROVAL DATE: 09-07-21

FY21 Budgeted Contingency Funding Available				Notes
190011	69790	Contingency	\$10,884.08	
<b>Expenditures Over Appropriations</b>				
19001176	51160	Salary PT - Env. Ed. Camps	-\$2,800.00	Actual PT Salary Expense YTD Due to Summer Camp Demand
19001161	51160	Salary PT - Ellis Barn	-\$100.00	Projected additional support for Ellis grounds maintenance
19001165	63050	IMRF/SS Exp. - Ellis B-Day	-\$338.00	Projected additional support for Ellis B-Day IMRF/SS Expenses
19001179	63050	IMRF/SS Exp. - Env. Ed. Other	-\$340.00	Projected additional support needed for Env. Ed. Other IMRF/SS Expenses
<b>Sub-Total</b>			<b>-\$3,578.00</b>	
<b>Contingency Remaining</b>			<b>\$7,306.08</b>	

COMMISSION APPROVAL DATE: 09-21-21

FY21 Budgeted Contingency Funding Available				Notes
190011	69790	Contingency	\$7,306.08	
<b>Expenditures Over Appropriations</b>				
19001179	63040	Env. Ed. Public Program Refunds	-\$1,130.00	Projected additional support needed for Env. Ed. Other IMRF/SS Expenses
<b>Sub-Total</b>			<b>-\$1,130.00</b>	
<b>Contingency Remaining</b>			<b>\$6,176.08</b>	
<b>Recommendation:</b> Approve the proposed contingency fund transfer as presented in the Consent Agenda on September 21, 2021.				



To: Kendall County Forest Preserve District Board of Commissioners

From: David Guritz, Executive Director

RE: Millington Forest Preserve Reciprocal Access Agreement

Date: September 20, 2021

Millington Forest Preserve is a 208-acre forest preserve located near Newark, Illinois adjacent to Crimmin Road and to the north of the Bright estate and BrighterDaze Farm, LLC.

The District acquired Millington Forest Preserve in 2010 from Robert and Brook Bright. The District has continued to farm the 127-acre farm parcel under a farm operator license agreement, generating \$22,933.00 in income in the current year.

Access to the cropland at Millington Forest Preserve has been historically extended to the District's farm operators by adjacent landowners.

Following acquisition, the BrighterDaze Farm, LLC horse boarding clients have continued to access the Millington Forest Preserve's informal trail system for recreational enjoyment.

The proposed reciprocal access agreement will support an exchange of access privileges for District staff and farm operators to support farming and future preserve improvement activities, and designate a trail corridor to extend BrighterDaze Farm horse boarding clients special use permissions to conduct riding activities on trails adjacent to the farming parcels.

The agreement includes an extension option for two additional years following completion of the first year of the agreement.

The final agreement will be brought back to Commission for approval following the State's Attorney's Office review.

**Recommendation:**

Approve a motion to forward the draft agreement to the KC-State's Attorney's Office for review.

Kendall County Forest Preserve District  
Reciprocal Access and Designated Trail Riding License Agreement

This Reciprocal Access and Designated Trail Riding License Agreement (“Agreement”) is entered into upon the date of the last signature below, by and between the Kendall County Forest Preserve District, a body politic and Illinois unit of local government (hereinafter the “District”), and Robert Bright as Trustee of the Madison Trust and Castle Bank N/A located at 10978 Crimmins Rd, Newark, IL 60541 (hereinafter the “Licensee”), a primary residence of the Bright Family.

RECITALS

1. The District owns the Millington Forest Preserve in Newark, Illinois, including parcels
2. Robert Bright owns the property known as Brighter Daze Farm in Newark, Illinois, including parcels 04-30-400-007; 04-29-300-010 and 04-29-300-012 that contain an access drive to Millington Forest Preserve
3. Millbrook North Forest Preserve contains natural areas, stream corridors and agricultural lands that includes an unimproved turf trail corridor (“License Area”), including parcels 04-29-300-011; 04-28-300-002; 04-29-300-013; 04-32-100-007; and 04-32-100-009.
4. District desires permitted access to the Licensee’s access drive as set forth on attached **Exhibit A** for vehicular and equipment access by District staff, ,and licensed farm operators, for the purposes of support natural area and natural resources management activities, licensed farming, and other preserve maintenance activities.
5. Licensee and licensee’s horse-boarding patrons desire permitted access to Millington Forest Preserve for the purpose of horseback riding on designated trails as specified in **Exhibit B**, and provide voluntary assistance maintaining the designated trails and corridor.

AGREEMENT

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

1. Incorporation

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

2. Reciprocal Grant of License - License Period

Subject to the terms and conditions contained in this Agreement, the District grants to Licensee **a fifteen-month license and special use permit (the “License”) beginning on October XX, 2021 and ending on December 31, 2022** to access the designated trail corridor (License Area) for horseback riding sunrise to sunset. Exhibit A and Exhibit B are attached and incorporated into this Agreement by reference. Such use in accordance with this Agreement is hereinafter referred to as the “Licensed Use”. The District shall issue special use permit tags representing the total number of horses owned or boarded by Licensee’s family members,

employees, and patrons for display when accessing the Licensed Area. Licensee family members, employees, and patrons also shall have a non-exclusive right to use of the Licensed Area.

Subject to the terms and conditions of this Agreement, Licensee grants to the District a fifteen-month license beginning on October XX, 2021 and ending on December 31, 2022 to access Millington Forest Preserve for District purposes utilizing the Licensee's existing access drive located only on those parcels named within provision 2 of the above Recitals.

### 3. Non-Exclusive Licenses

Both Licenses shall be non-exclusive, and the District and Licensee shall continue its use of the Licensed Areas subject to the terms and conditions of this Agreement. The District shall have the right, but not the obligation, to access Millington Forest Preserve using the Licensee's access drive between 9 am and 4 pm Monday through Thursday to inspect, maintain, repair, replace and reconstruct any improvements located thereon, in such manner as to not unreasonably interfere with the rights of the Licensee under this agreement. Reasonable access shall be provided outside of regular business as set forth above upon reasonable notice from the District. The District acknowledges that Licensee utilizes a gate to control access drive. The District agrees to email Licensee at [joannbright91@gmail.com](mailto:joannbright91@gmail.com), [atheis@griffithfoods.com](mailto:atheis@griffithfoods.com), [nicola@ryanex.com](mailto:nicola@ryanex.com), [BobSr2@route66construction.com](mailto:BobSr2@route66construction.com) at least twenty-four hours prior to accessing the drive during regular business hours and to request access outside of regular business hours. Should preserve use conflicts occur, District farming activities taking place at Millington Forest Preserve will take precedence over Licensee's permitted access to the designated trail corridors.

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

### 4. Payment Provisions

Licensee shall provide a lump sum payment to the District of one dollar (\$1.00) paid-in-hand representing payment in full for the fifteen month License for use of the District's License Area in accordance with Exhibit B. District shall provide a lump sum payment to the Licensee of one dollar (\$1.00) paid-in-hand representing payment in full for the fifteen month License for use of the Licensee's access drive in accordance with Exhibit B.

### 5. Trail Maintenance

Licensee, its contractors, agents and volunteers may, at its own expense, perform routine maintenance within the Licensed Area and defined trail corridor only. Maintenance shall be limited to clearing of overhanging limbs or vegetation within the designated trail corridor only. No motorized power equipment, mowers, or chemicals may be used or applied which may cause trail compaction and erosion and impacts to surrounding flora and vegetation without receiving prior written permission from the District's Executive Director. Licensee shall also not make any structural improvements and/or changes to the District's property without the prior express written consent of the District. Licensee shall email the District at [dguritz@co.kendall.il.us](mailto:dguritz@co.kendall.il.us) at least twenty four hours prior to entering the Licensed Area to perform any trail maintenance.

**Additionally, Licensee shall cleanup/pick-up and properly dispose of all trash and debris from the Licensed Area generated by Licensee's activities.**

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

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

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

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

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

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

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

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

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

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

The District shall have no liability or responsibility for the protection, safety or condition of the Licensed Area, the Licensee's or Licensee's Contractor's Agents, Equipment, Employees, Horses or Trail Riders, and the Licensee hereby waives and all claims against the District in regard to the same.

Licensee shall immediately advise the District of any damage to any District property.

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

#### 6. Indemnification

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

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

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

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

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

#### 7. Provision and Maintenance of Equipment

Licensee and Licensee's maintenance contractors shall be responsible for selecting only equipment that meets any and all safety standards and ratings applicable to such equipment. It is further understood that the District shall have no obligation to provide any of the above referenced Licensee Equipment.

#### 8. Licensee's Rights and Obligations

In conducting the Licensed Use, Licensee shall adhere to all applicable County and District ordinances, rules, regulations, policies, and procedures. Licensee and all of Licensee's employees, contractors, volunteers, members, agents, and participants shall follow the District's General Use Ordinance whenever on District Property. (General Use Ordinance is available here: [http://www.co.kendall.il.us/wp-content/uploads/FP\\_GenUseOrd.pdf](http://www.co.kendall.il.us/wp-content/uploads/FP_GenUseOrd.pdf)). Violation of the District's General Use Ordinance shall result in the immediate suspension of this License Agreement pending review of the violation and determination of penalty by the District's Board of Commissioners.

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

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

#### 9. Term, Termination and Modification

Either party reserves the right to alter the terms and conditions of the License, or to terminate the License after providing fourteen (14) days advance written notification if that party is cancelling the license due to no cause of the other party. The District reserves the right to terminate this license agreement without notice (for "cause") due to the misconduct of the

Licensee or any person associated with the Licensee or actions of those present at the Licensee's event that involve misuse, destruction, or damage to District property. Further, the District reserves the right to terminate this License Agreement without notice for purposes deemed necessary for public safety, necessary for the preservation of property, or because Licensee has breached any of its obligations under this Agreement.

Unless sooner terminated in accordance with the provisions of this Agreement, and subject to the survival of certain obligations as provided in this Agreement, this Agreement shall terminate for all purposes on December 31, 2022. Use of designated trail by the Licensee after this date will be considered a violation of the District's General Use Ordinance.

#### 10. No Third Party Beneficiary / Joint Venture

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

#### 11. Liens

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

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

#### 12. General Provisions

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

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



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

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

Any notice required or permitted to be given pursuant to this Agreement shall be duly given if sent by fax, certified mail, or courier service and received, in the case of notice to the District, Kendall County Forest Preserve District, Attention: Director, 110 West Madison Street, Yorkville, Illinois, 60560, fax (630) 553-4023 with copy sent to: Kendall County State's Attorney, 807 John Street, Yorkville, Illinois, 60560, fax (630) 553-4204.

And, in the case of Licensee, to: Robert Bright 10978 Crimmins Rd, Newark, IL

Neither party shall assign, sublet, sell, or transfer its interest in this Agreement without the prior written consent of the other.

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

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

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

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

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

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Judy Gilmour, President  
Kendall County Forest Preserve District

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Robert Bright, Trustee  
Madison Trust Castle Bank N/A



Exhibit B

Crimmin Road

Millington  
Forest  
Preserve

Designated Equestrian Trail Corridor

IL 71



# Millington FP Designated Trail Corridor

Kendall County GIS  
[maps.co.kendall.il.us/portal](http://maps.co.kendall.il.us/portal)

To: Kendall County Forest Preserve District Board of Commissioners

From: David Guritz, Executive Director

RE: Millbrook Bridge Removal Project  
"D." Construction, Inc. Proposed Preserve Improvement Projects at Hoover  
Forest Preserve

Date: September 21, 2021

On May 25, 2021, representatives from D. Construction and the District met to discuss the outcomes and construction costs incurred from the Millbrook Bridge Removal Project.

In order to facilitate payment of the final invoice(s) presented to close out of the contract, D. Construction extended an offer to complete a preserve improvement project at Hoover Forest Preserve.

Two options were presented to the Committee of the Whole for consideration:

Option A: Complete an asphalt resurfacing project to extend the Hoover Road entry drive from Meadowhawk Lodge to the North Parking Area (4" surfacing; 24' width; 1,400 feet length (approx..)).

Option B: Complete repairs and replacements of asphalt surfacing along the Hoover Forest Preserve multi-use trail system.

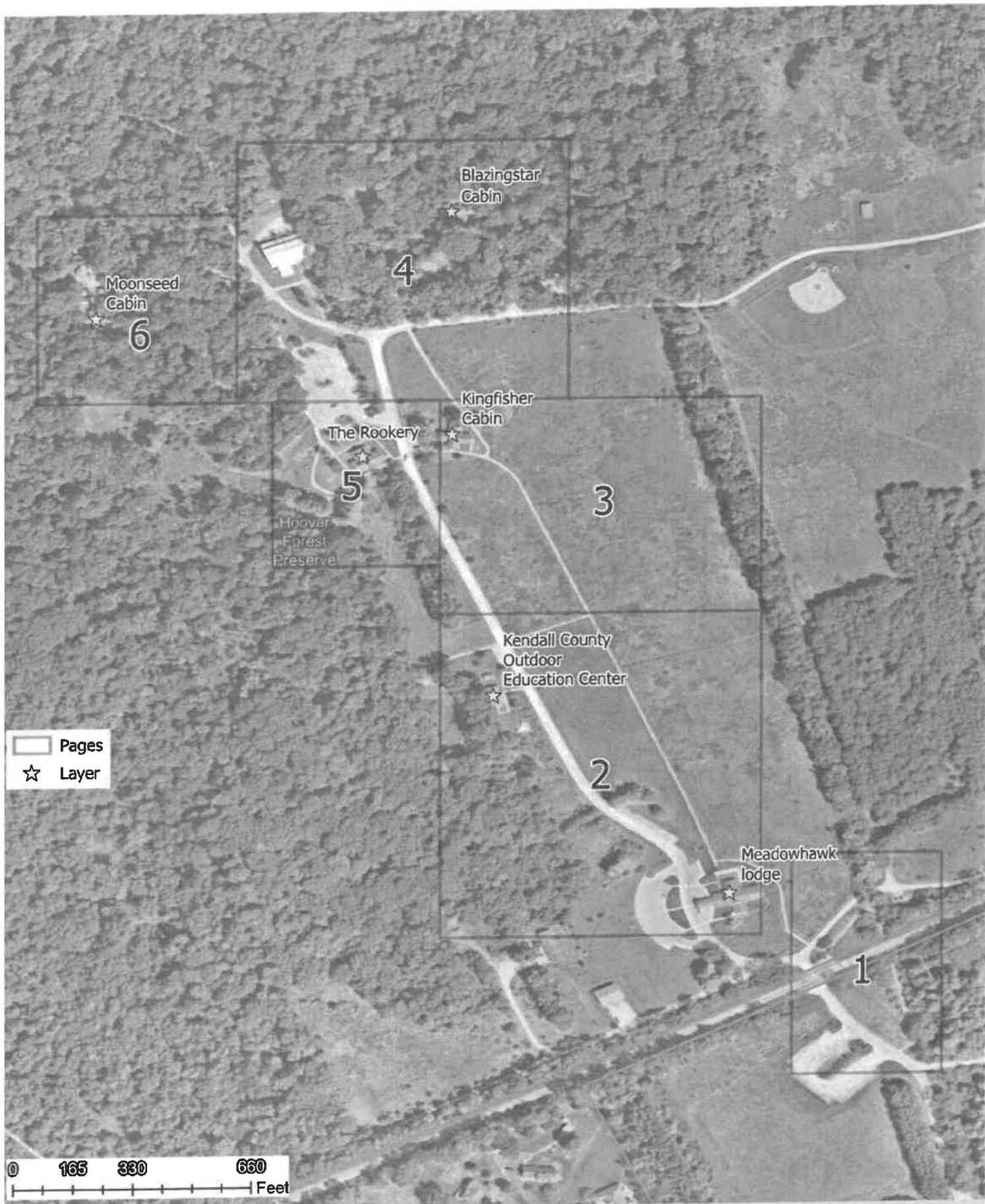
Direction was received from the Committee of the Whole to accept Option A as the improvement project option, and to request pricing for completion of Option B from D. Construction.

The District completed an asphalt trail condition survey (attached), and requested pricing from D. Construction, Inc.

The D. Construction, Inc. estimate received for addressing the needed repairs is \$18,930.00, with their scope and pricing letter attached.

Recommendation:

Approve a motion to request support from the Kendall County State's Attorney's Office to amend the District's Agreement with "D." Construction, Inc. for the Millbrook Bridge Removal Project to support completion of certain asphalt road and trail improvements at Hoover Forest Preserve.



# Hoover Asphalt Issue Index



## Option A: Hoover Drive Asphalt Surfacing Improvement Project



Approximate Length: 1,400 linear feet

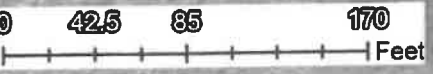
Width: 24'

Binder depth: 2.5"

Top surfacing depth: 1.5"



- ADA Issue
- General Issue
- ☆ Layer



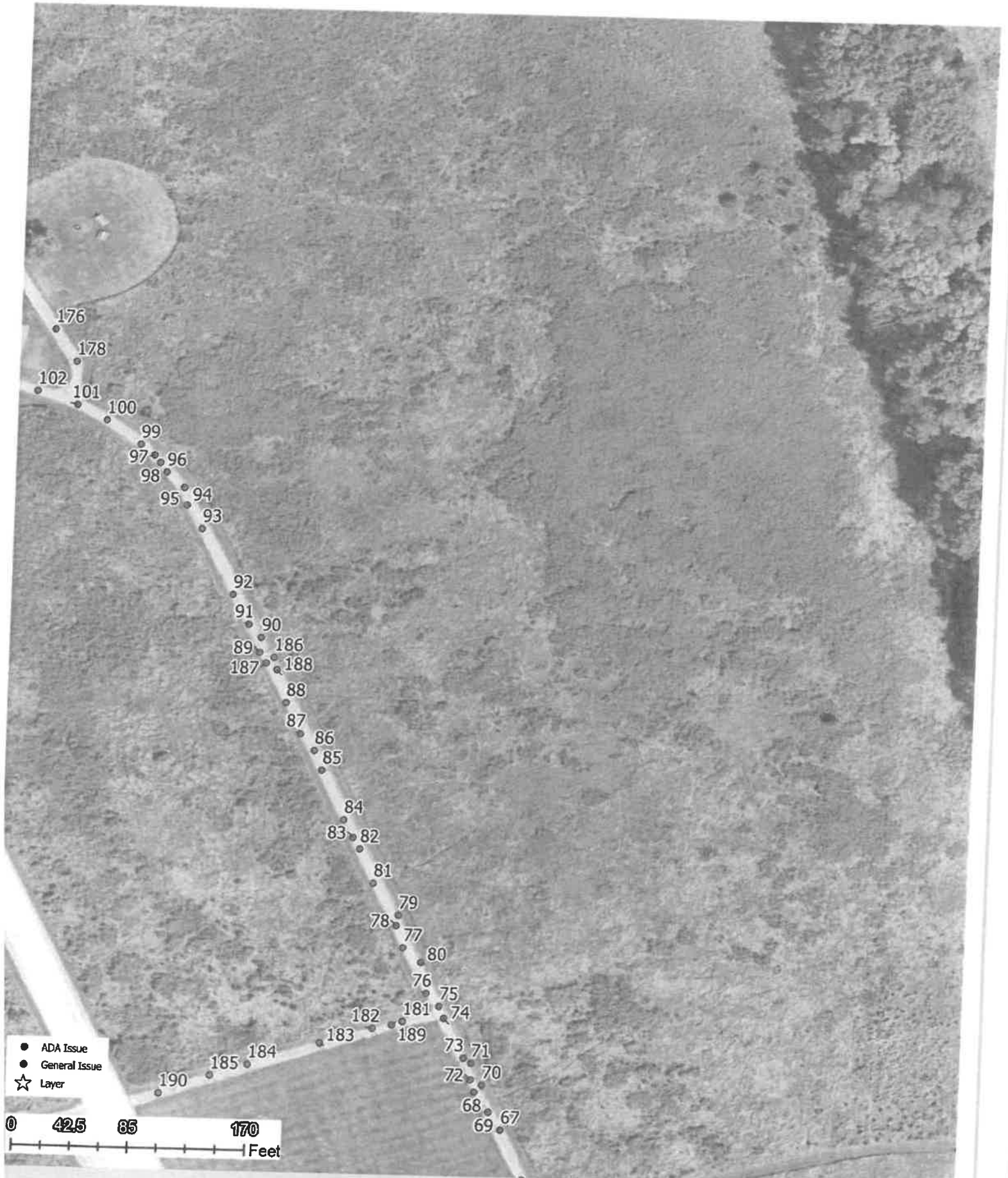
Rail Road Underpass


**Kendall County GIS**  
[maps.co.kendall.il.us/portal](https://maps.co.kendall.il.us/portal)  
 Map Created: 9/1/2021 12:32 PM





Meadowhawk Lodge to Kingfisher (South)





- ADA Issue
- General Issue
- ☆ Layer



Blazingstar


**Kendall County GIS**  
[maps.co.kendall.il.us/portal](https://maps.co.kendall.il.us/portal)  
 Map Created: 9/1/2021 12:32 PM




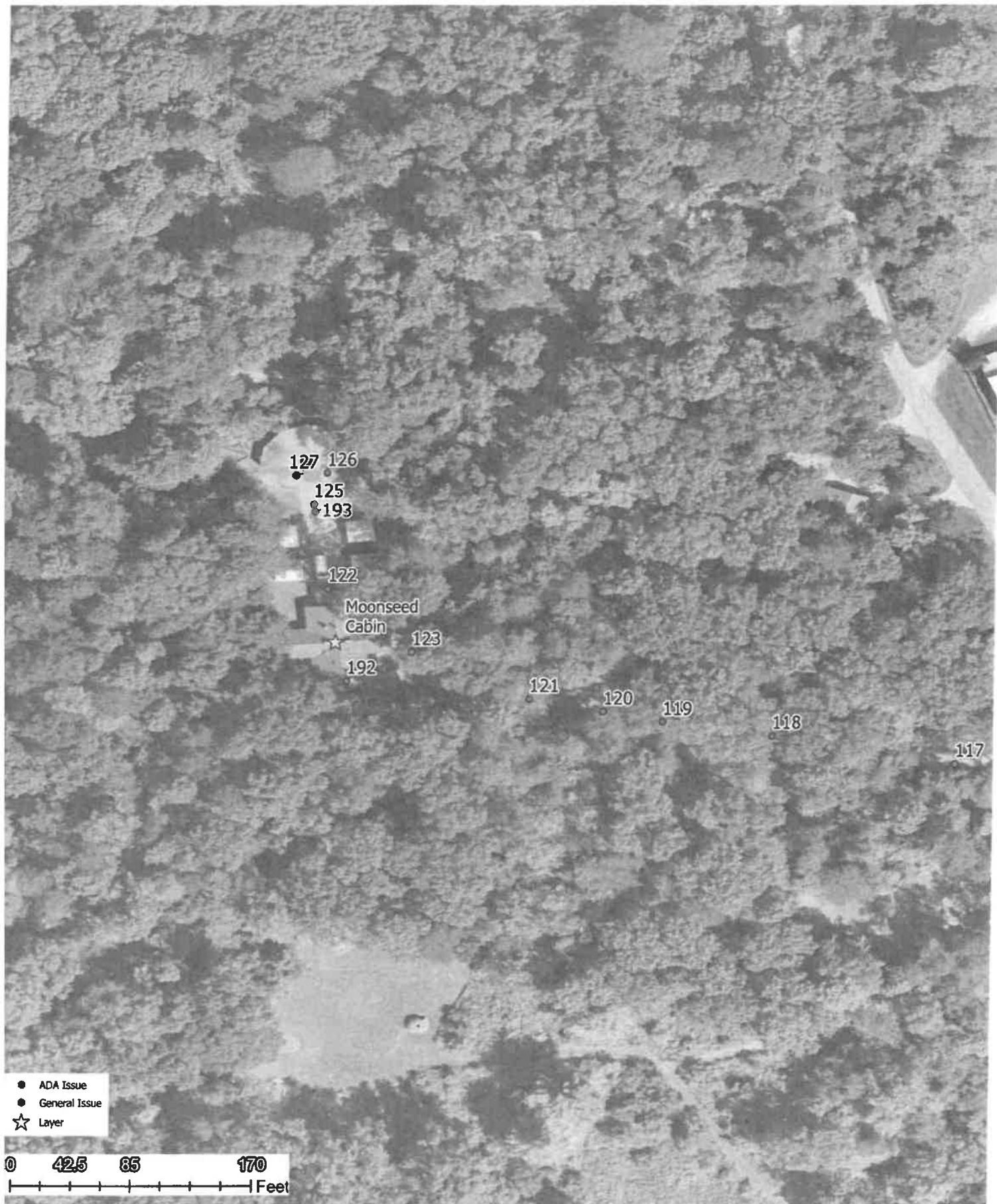


- ADA Issue
- General Issue
- ☆ Layer

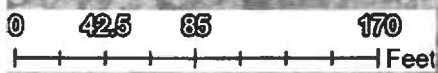


Rookery

N  
 Kendall County GIS  
[maps.co.kendall.il.us/portal](https://maps.co.kendall.il.us/portal)  
 Map Created: 9/1/2021 12:32 PM



- ADA Issue
- General Issue
- ☆ Layer



Kendall County Forest Preserve District - Hoover Forest Preserve Asphalt Repair/Replacement Project  
 All trail segments 8' width

Trail Segment	Instructions	Approximate # or Length	Object ID's
Railroad culvert trail	Grind up existing - no resurfacing	220 feet (south section)	4 through 23
	Fill stormwater grates with gravel	265 feet (north section)	14 and 15
Meadowhawk Lodge to Kingfisher Bunkhouse	Crack Repairs / Filling	63	35 to 49 and 52 to 95 and 181 to 187
	Section Replacement 1	60 feet	27 to 34
	Section Replacement 2	10 feet	50 to 51
	Section Replacement 3	18 feet	95 to 100
The Rookery Education Building	Crack Repairs / Filling	7	106 to 115 + 191
Moonseed Entry Pathway	Seal coating only	380 feet	116 to 123 and (194 to 192 total length)
Moonseed Campus	Section Replacement 4	5 feet	122 - Ramp to door
	Section Replacement 5	50 feet	126 and 127 - Replace both approaches to shelter
	Crack Repairs / Filling	3	123, 125 and 193
Parking Lot to Pool House	Crack Repairs / Filling	6	133 to 141
	Section Replacement 6	8 feet	129
Pool House to Blazing Star Bunkhouse	Section Replacement 7	275 feet	143 to 146
Blazing Star Bunkhouse Campus	Section Replacement 8	20 feet	147 to 148 - Asphalt to rear entry threshold
	Section Replacement 9	5 feet	150 - Ramp to door
Group Campsite A Spur	Section Replacement 10	50 feet	152 - Replace both approaches to shelter
Kingfisher to Group Campsite A Spur	Seal coating only	175 feet	153 to 156
	Section Replacement 11	30 feet	166 to 167
	Section Replacement 12	20 feet	173 to 175
	Crack Repairs / Filling	12	158 to 179

Repair/Replacement Summary	Approximate # or Length	Object ID's
8' Trail Asphalt Gridding (Leave in Place)	485 feet	
Crack Repairs / Filling	91	
8' Trail Section Replacements	551 feet	
8' Trail Section Seal Coating	555 feet	

Alternate Quote Requested: Resurfacing of Railroad Culvert Trail

KC-GIS Trail Condition Survey	
<a href="https://maps.co.kendall.il.us/portal/home/webmap/viewer.html?useExisting=1&amp;layers=7d0656253cf4d4d1a957843375450e0ec&amp;layerId=0">https://maps.co.kendall.il.us/portal/home/webmap/viewer.html?useExisting=1&amp;layers=7d0656253cf4d4d1a957843375450e0ec&amp;layerId=0</a>	



**“D” Construction, Inc.**

General Contractor

1488 South Broadway • Coal City, IL 60416  
Office (815) 634-2555 • FAX (815) 634-8748

September 14, 2021

Kendall County Forrest Preserve  
110 W Madison St.  
Yorkville, IL 60560

Attn: Dave Guritz, Director

Job: HMA Trail Repairs

Mr. Guritz:

We are pleased to submit this quote to perform the scope of work listed below for your consideration. Please feel free to call me with any questions you may have at (815) 482-3939. Thank you for the opportunity to bid.

**Scope & Pricing:**

Trail Segment	Instructions	Approximate # or Length	Object ID's	Pricing
Railroad culvert trail	Grind up existing - no resurfacing	220 feet (south section)	4 through 23	\$ 900.00
	Fill stormwater grates with gravel	265 feet (north section)	14 and 15	\$ 300.00
Meadowhawk Lodge to Kingfisher Bunkhouse	Crack Repairs / Filling	63	35 to 49 and 52 to 95 and 181 to 187	\$ 1,200.00
	Section Replacement 1	60 feet	27 to 34	\$ 2,150.00
	Section Replacement 2	10 feet	50 to 51	\$ 600.00
	Section Replacement 3	18 feet	95 to 100	\$ 1,100.00
The Rookery Education Building	Crack Repairs / Filling	7	106 to 115 + 191	\$ 400.00
Moonseed Entry Pathway	Seal coating only	380 feet	116 to 123 and (194 to 192 total length)	\$ 600.00
Moonseed Campus	Section Replacement 4	5 feet	122 - Ramp to door	\$ 400.00
	Section Replacement 5	50 feet	126 and 127 - Replace both approaches to shelter	\$ 1,240.00
	Crack Repairs / Filling	3	123, 125 and 193	\$ 400.00
Parking Lot to Pool House	Crack Repairs / Filling	6	133 to 141	\$ 400.00
	Section Replacement 6	8 feet	129	\$ 400.00
Pool House to Blazing Star Bunkhouse	Section Replacement 7	275 feet	143 to 146	\$ 4,800.00
Blazing Star Bunkhouse Campus	Section Replacement 8	20 feet	147 to 148 - Asphalt to rear entry threshold	\$ 800.00
	Section Replacement 9	5 feet	150 - Ramp to door	\$ 200.00
	Section Replacement 10	50 feet	152 - Replace both approaches to shelter	\$ 1,240.00
Group Campsite A Spur	Seal coating only	175 feet	153 to 156	\$ 300.00
Kingfisher to Group Campsite A Spur	Section Replacement 11	30 feet	166 to 167	\$ 600.00
	Section Replacement 12	20 feet	173 to 175	\$ 500.00
	Crack Repairs / Filling	12	158 to 179	\$ 400.00
<b>TOTAL:</b>				<b>\$ 18,930.00</b>

*Andy Moore*



# APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 2000011.1

To Owner: KENDALL CO. FOREST PERSERVE DISTRI 20-00011- MILBROOK BRIDGE  
110 W. MADISON STREET REMOVAL

Application No.: 1

YORKVILLE, IL 60560

From Contractor: D Construction  
1488 So. Broadway  
Coal City, IL 60416

Period To:

Project Nos:

Contract For:

Contract Date:

Distribution to:

<input type="checkbox"/>	Owner
<input type="checkbox"/>	Architect
<input type="checkbox"/>	Contractor


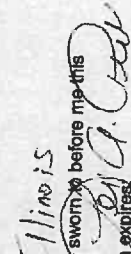
## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

- 1. Original Contract Sum ..... \$476,784.03
- 2. Net Change By Change Order ..... \$0.00
- 3. Contract Sum To Date ..... \$476,784.03
- 4. Total Completed and Stored To Date ..... \$336,405.14
- 5. Retainage:
  - a. 0.00% of Completed Work ..... \$0.00
  - b. 0.00% of Stored Material ..... \$0.00
- Total Retainage ..... \$0.00
- 6. Total Earned Less Retainage ..... \$336,405.14
- 7. Less Previous Certificates For Payments ..... \$0.00
- 8. Current Payment Due ..... \$336,405.14
- 9. Balance To Finish, Plus Retainage ..... \$140,378.89

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents. That all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: D Construction

By:  Date: 12/31/2020  
 State of: Illinois County of: Grundy  
 Subscribed and sworn to before me this 31st day of December, 2020  
 Notary Public:   
 My Commission expires: 11/17/22

## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information, and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$336,405.14

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

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

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total Approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
Net Changes By Change Order	\$0.00	\$0.00



# CONTINUATION SHEET

Application and Certification for Payment, containing Contractor's signed certification is attached. In tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line items may apply.

Application No.: 1  
 Application Date: 12/31/20  
 To:  
 Architect's Project No.:

Invoiced #: 2000011.1 Contract: 20-00011-MILBROOK BRIDGE REMOVAL

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		E This Period In Place	F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H Balance To Finish (C-G)	I Retainage
			From Previous Application (D+E)						
1	TREE REMOV 6-15	1,860.00	0.00	0.00	1,860.00	0.00	1,860.00	0.00	
2	CHANNEL EXCAVATION	11,650.00	0.00	0.00	10,450.00	0.00	10,450.00	1,200.00	
3	SEEDING CL 4 SPL	1,000.00	0.00	0.00	0.00	0.00	0.00	1,000.00	
4	EROSION CONTROL BLANKET	1,170.00	0.00	0.00	0.00	0.00	0.00	1,170.00	
5	STONE RIPRAP CL A4	36,540.00	0.00	0.00	31,923.00	0.00	31,923.00	4,617.00	
6	FILTER FABRIC	1,914.00	0.00	0.00	1,672.14	0.00	1,672.14	241.86	
7	REM EXIST SUP-STR	285,000.00	0.00	0.00	285,000.00	0.00	285,000.00	0.00	
8	REM EX SUB-STR	65,000.00	0.00	0.00	0.00	0.00	0.00	65,000.00	
9	COFFERDAM TYP 2 LOC 1	0.01	0.00	0.00	0.00	0.00	0.00	0.01	
10	COFFERDAM TYP 2 LOC 2	0.01	0.00	0.00	0.00	0.00	0.00	0.01	
11	TEMPORARY CAUSEWAY	0.01	0.00	0.00	0.00	0.00	0.00	0.01	
12	P CUL CL D 1 66 TEMP	66,750.00	0.00	0.00	0.00	0.00	0.00	66,750.00	
13	TEMP EROS CONTR SEED	400.00	0.00	0.00	0.00	0.00	0.00	400.00	
14	CH LK FENCE 4	5,500.00	0.00	0.00	5,500.00	0.00	5,500.00	0.00	
<b>Grand Totals</b>		<b>476,784.03</b>	<b>0.00</b>	<b>0.00</b>	<b>336,405.14</b>	<b>0.00</b>	<b>336,405.14</b>	<b>140,378.89</b>	<b>0.00</b>
							<b>70.56%</b>	<b>70.56%</b>	

To: KCFPD Board of Commissioners  
From: David Guritz, Executive Director  
Date: September 21, 2021  
RE: Sunrise Center North License Agreement

For the Sunrise Center North license agreement renewal, Sunrise has requested a 50% reduction in their license fee from \$1,600 per month to \$800 per month. This proposal was discussed with the Operations Committee, with full Committee support received (reports attached).

In short, the District has generated significant revenue and program growth from Sunrise's extension of use of their horses within District program services, with Sunrise paying all of the care expenses for their horses. The District's EquineGenie software tracks individual horse usage and associated revenue generation. Reports attached include the YTD budget report and FY22 projections as of 09/01/2021.

As part of the license fee reduction, Equestrian Program Coordinator Kris Mondrella suggests that Sunrise Center North could cover costs for horse acquisition for the District, where lesson horses acquired by Sunrise would either be donated, or purchased at a significant discount from Sunrise by the District. Sunrise Center North, as a not-for-profit, would receive better pricing/donations, and is in a better position to purchase horses at a higher cost that would provide utility to both programs, and in better condition than we typically afford, which will reduce long-term care expenses. This seems like a good approach, and the District needs two replacement horses in the near term.

The Operating Committee also observed that the District is receiving a benefit of reduced salary costs resulting from the same individual managing both equestrian program, suggesting that it's not unreasonable to think that the District would need to pay out most if not all of the proposed license reduction in additional salary if Sunrise was not carrying salary costs that offsets a portion of the overall salary expense for herd and program management.

These reasons justify the \$9,600 license fee reduction. Because it's a 1-year renewal, with an option for a 3-year extension, adjustments can be made, if needed, for FY23.

**Recommendation:**

Approve the Sunrise Center North license agreement renewal as presented.

Ellis Horse Usage	January	February	March	April	May	June	July	August	Camps	Birthday Parties
<b>SUNRISE HORSES</b>										
Heidi	16-\$510	10-\$313	28-\$864	20-\$561	29-\$892	27-\$839	33-\$963	18-\$572	6	21
Rhinestone	8-\$171	4-\$116	11-\$388	15-\$562	23-\$764	21-\$702	39-\$1313	17-\$530	11	3
Boomer	3-\$108	5-\$138	13-\$646	8-\$318	7-\$246	9-\$309	19-\$718	19-\$643	1	3
Suzy									3	1
Nemo										
<b>TOTALS</b>	<b>27-\$789</b>	<b>19-\$567</b>	<b>52-\$1898</b>	<b>43-\$1441</b>	<b>59-\$1902</b>	<b>57-\$1850</b>	<b>91-\$2994</b>	<b>54-\$1745</b>	<b>21</b>	<b>32</b>
<b>ELLIS HORSES</b>										
Missy	18-\$543	11-\$298	38-\$1169	43-\$1514	43-\$1429	39-\$1398	41-\$1455	31-\$1173	7	21
Beau	28-\$854	20-\$631	39-\$1042	43-\$1382	30-\$935	38-\$1268	44-\$1387	26-\$880	7	21
Dante	5-\$190	6-\$206	23-\$838	23-\$821	21-\$762	26-\$948	27-\$955	19-\$772		
Winnie	12-\$373	5-\$143	18-\$612	14-\$430	7-\$227	16-\$538	27-\$915	3-\$103	6	3
Keeper				24-\$776	34-\$1181	36-\$1204	10-\$286	10-\$255	4	3
<b>TOTALS</b>	<b>63-\$1960</b>	<b>42-\$1278</b>	<b>118-\$3661</b>	<b>147-\$4923</b>	<b>135-\$4534</b>	<b>155-\$5356</b>	<b>149-\$4998</b>	<b>89-\$3,183</b>	<b>898 - \$29,792</b>	

\*Note Camps and Birthday Parties have no horse total since it is a package price

\*Note Sunrise uses Beau once a week on Mondays and Beau or Missy Once a week on Sundays

To: KCFPD Operations Committee  
 From: David Guritz, Director  
 Kris Mondrella, Equestrian Center Coordinator  
 Date: 21-Sep-21  
 RE: End-of-Year Projections and FY22 Budget

KCFPD FY22 Preliminary Budget - 08-26-2021		6/1/2021	9/1/2021	11/30/2021	FY22
KCFPD Operating Fund #1900		2021 AMD	YTD	PROJECTED	2022 DRAFT
<b>REVENUES</b>					
19001163 42250	Ellis Center Camps	6,250	8,033	8,033	8,000
19001164 42250	Ellis Center Riding Lessons	57,817	57,230	72,803	65,000
19001165 42250	Ellis Center Birthday Parties	4,226	3,963	5,148	5,000
19001166 42250	Ellis Center Public Programs	1,742	2,536	3,561	3,000
19001167 42250	Sunrise Center North License Agreement	23,360	18,940	23,360	13,800
19001164 42860	Donations - Ellis Equestrian Center - Lessons	200			
<b>TOTAL REVENUES</b>		<b>93,595</b>	<b>90,702</b>	<b>112,905</b>	<b>94,800</b>

<b>EXPENDITURES</b>					
<b>PERSONNEL</b>					
<i>Salary Part Time - Ellis Equestrian Center</i>					
19001163 51160	Salary PT - Ellis Center Camps Expense	3,110	2,462	3,110	3,200
19001164 51160	Salary PT - Ellis Center Riding Lessons Expense	37,638	34,325	46,301	39,325
19001165 51160	Salary PT - Ellis Center Birthday Parties Expense	6,000	5,767	6,500	6,500
19001166 51160	Salary PT - Ellis Center Public Programs Expense	2,015	761	2,015	2,015
19001167 51160	Salary PT - Ellis Sunrise License Agreement	17,500	10,086	17,500	17,500
<b>TOTAL SALARY EXPENSES</b>		<b>66,263</b>	<b>53,401</b>	<b>75,426</b>	<b>68,540</b>
<i>Employee Benefits - Ellis Equestrian Center</i>					
19001163 63050	IMRF/SS Expense - Ellis Center Camps Expense	517	200	517	316
19001164 63050	IMRF/SS Expense - Ellis Center Riding Lessons Expense	4,936	3,211	4,936	3,878
19001165 63050	IMRF/SS Expense - Ellis Center Birthday Parties Expense	622	720	960	641
19001166 63050	IMRF/SS Expense - Ellis Center Public Programs Expense	304	96	304	199
19001167 63050	IMRF/SS Expense - Sunrise Center North	2,260	1,064	2,260	1,726
<b>TOTAL BENEFITS EXPENSES</b>		<b>8,638</b>	<b>5,291</b>	<b>8,977</b>	<b>6,758</b>
<i>Contractual Expenses</i>					
19001163 63020	Veterinarian & Farrier - Ellis Camps				
19001164 63020	Veterinarian & Farrier - Ellis Riding Lessons	9,000	3,560	9,000	9,000
19001165 63020	Veterinarian & Farrier - Ellis Birthday Parties				
19001166 63020	Veterinarian & Farrier - Ellis Public Programs				
19001166 63020	Veterinarian & Farrier - Sunrise Center	500	-	500	500
<b>TOTAL CONTRACTUAL EXPENSES</b>		<b>9,500</b>	<b>3,560</b>	<b>9,500</b>	<b>9,500</b>

**Commodity Expenses**

<b>Promotion/Publicity - Ellis</b>					
19001163 68430	Promotion/Publicity - Ellis Camps	-			
19001164 68430	Promotion/Publicity - Ellis Riding Lessons	-			
19001165 68430	Promotion/Publicity - Ellis Birthday Parties	-			
19001166 68570	Volunteer Expense - Ellis Public Programs	150	-	150	150
<b>Animal Care &amp; Supplies - Ellis</b>					
19001163 63000	Animal Care & Supplies - Ellis Camps				
19001164 63000	Animal Care & Supplies - Ellis Riding Lessons	9,200	5,853	9,200	9,200
19001165 63000	Animal Care & Supplies - Ellis Birthday Parties				
19001166 63000	Animal Care & Supplies - Ellis Public Programs				
19001167 63000	Animal Care & Supplies - Sunrise Center North	1,200	926	1,200	1,200
<b>Horses Acquisition &amp; Tack - Ellis</b>					
19001163 63010	Horses Acquisition & Tack - Ellis Camps	-			
19001164 63010	Horses Acquisition & Tack - Ellis Riding Lessons	2,500	1,500	2,500	2,500
19001165 63010	Horses Acquisition & Tack - Ellis Birthday Parties	-			
	Horses Acquisition & Tack - Ellis Public Programs				
<b>Uniforms - Ellis</b>					
19001163 62400	Uniforms - Ellis Camps				
19001164 62400	Uniforms - Ellis Riding Lessons				
19001165 62400	Uniforms - Ellis Birthday Parties				
19001168 62400	Uniforms - Ellis Weddings				
<b>Program Supplies - Ellis</b>					
19001163 63030	Program Supplies - Ellis Camps	450	207	450	450
19001165 63030	Program Supplies - Ellis Birthday Parties	300	166	300	300
19001170 63030	Program Supplies - Ellis 5K	-			
<b>TOTAL COMMODITY EXPENSES</b>		<b>13,800</b>	<b>8,652</b>	<b>13,800</b>	<b>13,800</b>

**OTHER EXPENSES**

<b>Security Deposit Refunds</b>					
19001163 63040	Security Deposit Refunds - Ellis Camps	500	-	-	500
19001164 63040	Security Deposit Refunds - Ellis Riding Lessons	1,000	105	500	1,000
19001166 63040	Security Deposit Refunds - Ellis Public Programs				
		<b>1,500</b>	<b>105</b>	<b>500</b>	<b>1,500</b>

<b>TOTAL EXPENDITURES</b>		<b>99,701</b>	<b>71,009</b>	<b>108,203</b>	<b>100,098</b>
---------------------------	--	---------------	---------------	----------------	----------------

<b>NET GAIN/(LOSS)</b>		<b>(6,106)</b>	<b>19,693</b>	<b>4,702</b>	<b>(5,298)</b>
------------------------	--	----------------	---------------	--------------	----------------

**ORDINANCE NO. 21-09-001**

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

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

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

WHEREAS, the DISTRICT desires to continue to accommodate the operation of Sunrise Center, Inc. - Sunrise Center North’s (“LICENSEE”) therapeutic riding program for individuals with disabilities; and

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

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

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

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

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

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

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

PASSED AND APPROVED by the President and Board of Commissioners of the Kendall County Forest Preserve District this 21<sup>ST</sup> day of September, 2021.

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

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

**EXHIBIT 1**

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

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

**WITNESSETH:**

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

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

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

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

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

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

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

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

**1.00 LICENSE GRANTED**

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



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

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

1.03 License Fees and Charges: During the term of the agreement (December 1, 2021 to December 31, 2022) LICENSEE shall pay the DISTRICT a monthly license fee of eight hundred dollars (\$800.00) on the first day of each month.

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

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

1.06 Term: This Agreement shall be for the term of thirty seven (13) months commencing from December 1, 2021 and ending upon December 31, 2022. LICENSEE may, subject to written approval of the DISTRICT, renew this agreement for an additional three-year term, provided that LICENSEE serves written notice thereof on the DISTRICT'S Executive Director at least ninety (90) days prior to the expiration of the Agreement. This Agreement and terms, including annual License fees, will be reviewed on an annual basis, or as the need arises, to address changes in the scope of DISTRICT or LICENSEE operations, with any proposed amendments subject to approval in writing by the DISTRICT'S Board of Commissioners and the LICENSEE'S Board of Trustees.

## **2.00 LICENSEE RIGHTS**

2.01 Coordination and Scheduling: LICENSEE shall have the exclusive responsibility for scheduling all LICENSEE activities on the LICENSED PREMISES. If LICENSEE wishes to conduct a program that extends beyond the

established carrying capacity, LICENSEE shall obtain a Special Use Permit from the DISTRICT. The DISTRICT will consider waiving fees and charges for use of the Ellis House and grounds and use of tables and chairs to support LICENSEE fundraising activities provided the proposed event or activity is scheduled during off-peak rental periods so as not to impact potential revenues.

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

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

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

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

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

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

horses should DISTRICT horse behavior or health issues warrant limiting of program exchanges. LICENSEE may elect to extend training to DISTRICT horses in order to improve behavior and program suitability.

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

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

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

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

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

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

2.07

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

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

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

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

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

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

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

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

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

### **3.00 LICENSEE RESPONSIBILITIES**

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

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

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

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

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

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

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

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

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

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

3.09 Promotion: LICENSEE shall be responsible for promoting the LICENSEE'S programs to the general public. The DISTRICT and LICENSEE will support opportunities to cross-promote services including, but not limited to

website content and information linkages, electronic newsletter features, annual reports, newspaper media, and social medial channels. The DISTRICT and LICENSEE will support joint opportunities to raise funds needed for operations and capital improvements, with fundraising plans subject to approval by both the DISTRICT'S Board of Commissioners and LICENSEE'S Board of Trustees.

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

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

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

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

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

The books and records maintained shall consist of:

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

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

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

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

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

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



occurring on the LICENSED PREMISES, including providing prompt written reports thereof to the DISTRICT'S Executive Director.

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

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

#### **4.00 DISTRICT RIGHTS**

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

4.02 District Improvements: The DISTRICT may construct additions, alterations, repairs, or other improvements to the LICENSED PREMISES, in which case LICENSEE shall cooperate with the DISTRICT as required under Section 5.02. In making the improvements, the DISTRICT will make every reasonable effort to avoid unnecessary destruction of or injury to the trees, shrubs, turf, buildings, or other landscaping on the LICENSED PREMISES. In the event

construction of a particular improvement materially interferes with the operation of the LICENSED PREMISES or LICENSEE programs, as determined by the DISTRICT, LICENSEE shall suspend Licensed operations and vacate the premises, but the terms of the Agreement shall continue in full force and effect, with the exception that the LICENSEE shall not be required to pay the license fee during the suspension period. LICENSEE shall resume full and complete operation of the LICENSEE programs within 14-days following written notice from the DISTRICT'S Executive Director that the LICENSED PREMISES are free of construction debris and in operable condition.

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

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

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

## **5.00 DISTRICT OBLIGATIONS**

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

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

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

## **6.00 HOLD HARMLESS AND INDEMNIFICATION**

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

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

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

The DISTRICT does not waive its defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 *et*

seq.) by reason of indemnification or insurance. Indemnification shall survive the termination of this contract.

6.02 Environmental and Health Hazards Disclosure: The Licensee acknowledges and accepts the risks associated with the presence of environmental health hazards including, but not limited to, lead-based paint, asbestos or mold. The Ellis House and Equestrian Center premises were not constructed before 1978. Regardless, the LICENSEE and the DISTRICT shall use best practices for safe repairs and other improvements to the LICENSED PREMISES.

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

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

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

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

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

6.06 Force Majeure: Neither party will be responsible to the other for damage, loss, injury, or interruption of work if the damage, loss, injury, or interruption of work is caused solely by conditions that are beyond the reasonable control of the parties, and without the intentional misconduct or negligence, of that party (hereinafter referred to as a “force majeure event”). To the extent not within the control of either party, such force majeure events include: acts of God, acts of any governmental authorities, fire, explosions or other casualties, vandalism, and riots or war. A party claiming a force majeure event (“the claiming party”) shall promptly notify the other party in writing, describing the nature and estimated duration of the claiming party’s inability to perform due to the force majeure event. The cause of such inability to perform will be remedied by the claiming party with all reasonable dispatch.

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

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

#### **8.00 INSURANCE**

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

- a. Commercial general liability insurance with limits of not less than \$1,000,000 per occurrence bodily injury/property damage combined single limit; \$2,000,000 aggregate bodily injury/property damage combined single limit. The policy of commercial general liability insurance shall provide coverage for all liability for bodily injury, sickness, death and property damage arising from activities conducted on the LICENSED PREMISES and shall include coverage for (i) food and beverages served and all other goods sold or services rendered on the LICENSED PREMISES; (ii) contractual liability for the obligations assumed by

the LICENSEE under Section 6.01. An endorsement for volunteers CG-20-21 is required for the LICENSEE who utilizes volunteer personnel services on the LICENSED PREMISES.

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

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

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

coverage to the additional insured, whether on a contingent, excess or primary basis.

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

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

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

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

## **9.00 TRANSFERS**

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



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

## **10.00 DISCRIMINATION PROHIBITED**

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

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

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

## **11.00 TERMINATION**

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

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

11.03 Damages: Upon termination pursuant to Section 11.02, the DISTRICT shall have the right to take immediate possession of the LICENSED PREMISES. LICENSEE shall remove all personal property from the LICENSED PREMISES within 90 days of the date of the Section 11.02 termination. If LICENSEE fails to remove its personal property within said 90 day period, all right, title, and interest in

and to such property shall vest in the DISTRICT. If the termination was the result of a default by the LICENSEE, the DISTRICT may take possession of all LICENSEE owned fixtures and personal property located on the LICENSED PREMISES for the purpose of satisfying or mitigating any and all damages arising from the LICENSEE'S breach of this Agreement.

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

## **12.00 EVENTS OF DEFAULT**

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

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

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

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

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

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

12.07 Failure to Perform – Licensee: The failure of the LICENSEE to keep, perform and observe all other promises, covenants and conditions set forth in this Agreement, where such failure continues for more than 14 days after receipt of

written notice from the DISTRICT'S Executive Director demanding correction thereof, provided that where fulfillment of such obligation requires performance over a period of time and the LICENSEE shall have commenced to perform whatever may be required to cure the particular default within 10 days after such notice and thereafter continues such performance diligently and in good faith, said time limit may be waived in the manner and to the extent allowed by the DISTRICT'S Executive Director.

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

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

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

### **13.00 SURRENDER**

13.01 Vacation of Premises: Upon the expiration or termination of his Agreement, LICENSEE shall peaceably vacate the LICENSED PREMISES and any and all improvements located thereon and deliver up the same to the

DISTRICT in as good condition as received good condition, ordinary wear and tear excepted.

#### **14.00 INTERPRETATION**

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

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

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

#### **16.00 ENFORCEMENT**

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

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

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

## **18.00 DISTRICT LIAISON**

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

## **19.00 NOTICES**

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

## **20.00 CONFLICT OF INTEREST**

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

## **21.00 PROHIBITION OF RECORDATION**

21.01 Filing with Recorder of Deeds: This Agreement shall not, or shall any copy thereof or any statement, paper, or affidavit in any way or manner referring hereto, be filed in the Office of the Recorder of Deeds of Kendall County, Illinois, or

in any other public office by the LICENSEE or anyone acting for the LICENSEE, and if the same be so filed, this Agreement, at the option of the DISTRICT, may be terminated, and the DISTRICT may declare such filing a default of this Agreement.

## **22.00 PERMITS AND LICENSES**

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

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

## **24.00 ENTIRE AGREEMENT**

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

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

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

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

**27.00 AUTHORITY TO EXECUTE AGREEMENT:** The DISTRICT and LICENSEE each hereby warrant and represent that their respective signatures set forth below have been and are on the date of this Agreement duly authorized by all

necessary and appropriate corporate and/or governmental action to execute this Agreement.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the 21ST day of September, 2021.

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

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

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

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

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

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

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

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

**ORDINANCE #21-09-002**

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

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

RECITALS

WHEREAS, The District owns the Hoover Forest Preserve in Yorkville, Illinois; and

WHEREAS, Hoover Forest Preserve contains a baseball field, which includes a fenced backdrop, storage unit, picnic pavilion, and turf grass parking area (“License Area”), and

WHEREAS, Licensee desires to renew the agreement for use, and provide assistance maintaining the License Area as specified in **Exhibit A** to conduct little league baseball programs (the “Programs”) for the Yorkville Fury baseball teams. (Exhibit A is attached and incorporated into this Agreement by reference).

AGREEMENT

NOW, THEREFORE, BE IT ORDAINED BY THE KENDALL COUNTY FOREST PRESERVE DISTRICT BOARD OF COMMISSIONERS AS FOLLOWS:

1. Incorporation

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

2. Grant of License - License Period

Subject to the terms and conditions contained in this Agreement, the District grants to Licensee **a one-year license (the “License”) beginning on March 15, 2022 and ending on July 31, 2022** to use the License Area to conduct the Programs on the dates and during the hours specified within the attached **Exhibit B**. This license may be renewed for a subsequent two year term subject to approval by the Kendall County Forest Preserve District after December 1, 2022. Exhibit B shall be negotiated and amended each subsequent year within the approximate timeframe thereafter (the “License Periods”). Exhibit B is attached and incorporated into this Agreement by reference. Such use in accordance with this Agreement is hereinafter referred to as the “Licensed Use”. The District shall issue permits to the Licensee for the Licensed Use of the Licensed Area. Licensee, its guests and invitees also shall have the non-exclusive right to use the restrooms and other District facilities that are available for public or common use.

3. Supplementary Scheduling

Requests by Licensee for use of the Licensed Area to conduct Programs on dates and/or times other than those specified on Exhibit B, and negotiated schedules thereafter, shall be made at least fourteen (14) days in advance to ensure availability, and shall be subject to District policies



on scheduling priorities. Each such supplementary use shall be subject to the terms and conditions of this Agreement. Licensee shall have the option to schedule, or reschedule up to fifteen (15) additional practices and games during the normal Hoover Forest Preserve hours of operation, and the District shall extend additional permits as needed to effectuate this, provided the License Area is not reserved for the permitted use of another party.

#### 4. Non-Exclusive License

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

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

#### 5. Payment Provisions

Licensee shall provide a lump sum payment to the District of two thousand dollars (\$2,400.00) representing payment in full for a one-year License for use of the License Area in accordance with the schedule attached as Exhibit B. Payment is due by March 1, 2022, and by March 1 for each subsequent license year thereafter. Licensee shall reimburse the District for direct costs for rental of portable washroom units requested by the Licensee.

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

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

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

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

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

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

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

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

Contractor will also obtain Insurance against damage or destruction to the District's property and all Property, whether or not owned by the District; that is located at the site of the work, providing "all risk" peril coverage, in the amount of 100% of replacement

costs (collectively "All Risk Insurance"). Such insurance shall have an agreed amount endorsement if available.

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

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

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

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

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

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

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

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

the Licensee or Licensee's maintenance contractors as part of the Licensee's maintenance functions.

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

## 7. Indemnification

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

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

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

## 8. Provision and Maintenance of Equipment

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

## 9. Licensee's Rights and Obligations

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

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

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

## 10. Term, Termination and Modification

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

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

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

Unless sooner terminated in accordance with the provisions of this Agreement, and subject to the survival of certain obligations as provided in this Agreement, the initial term of this Agreement shall terminate for all purposes on July 30, 2022. Should the Board of

Commissioners elect to renew the agreement for a subsequent three-year term, the subsequent term of this agreement shall terminate for all purposes on July 30, 2024.

#### 11. No Third Party Beneficiary / Joint Venture

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

#### 12. Liens

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

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

#### 13. General Provisions

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

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

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

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

Any notice required or permitted to be given pursuant to this Agreement shall be duly given if sent by fax, certified mail, or courier service and received, in the case of notice to the District, Kendall County Forest Preserve District, Attention: Director, 110 West Madison Street, Yorkville, Illinois, 60560, fax (630) 553-4023 with copy sent to: Kendall County State's Attorney, 807 John Street, Yorkville, Illinois, 60560, fax (630) 553-4204. And, in the case of Licensee, to: Yorkville Athletic Association (Yorkville Fury), 1089 Stillwater Court, Yorkville, IL 60560. Neither party shall assign, sublet, sell, or transfer its interest in this Agreement without the prior written consent of the other.

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

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

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

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

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

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

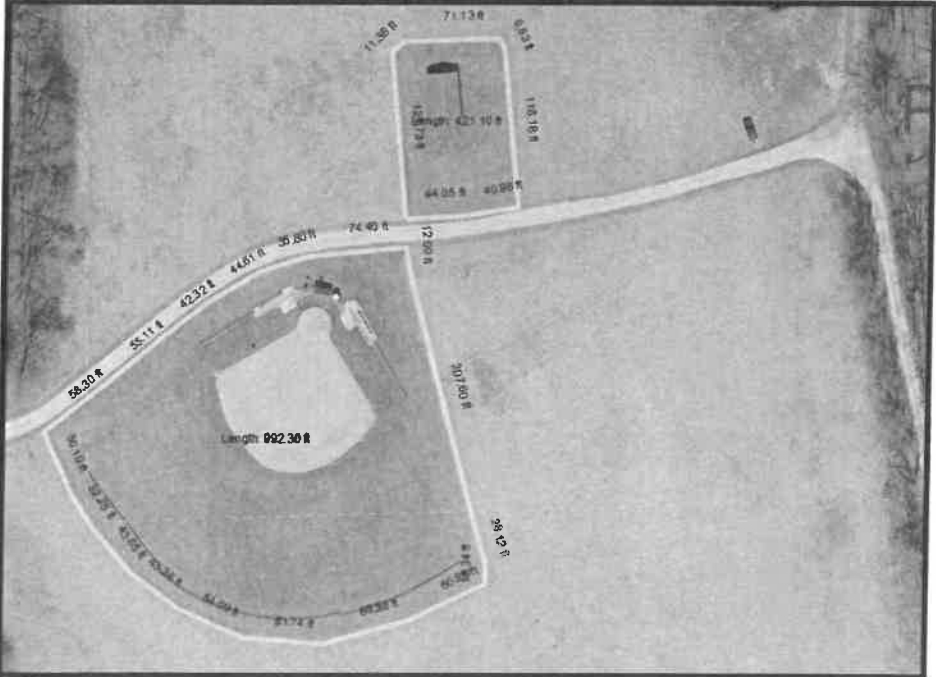
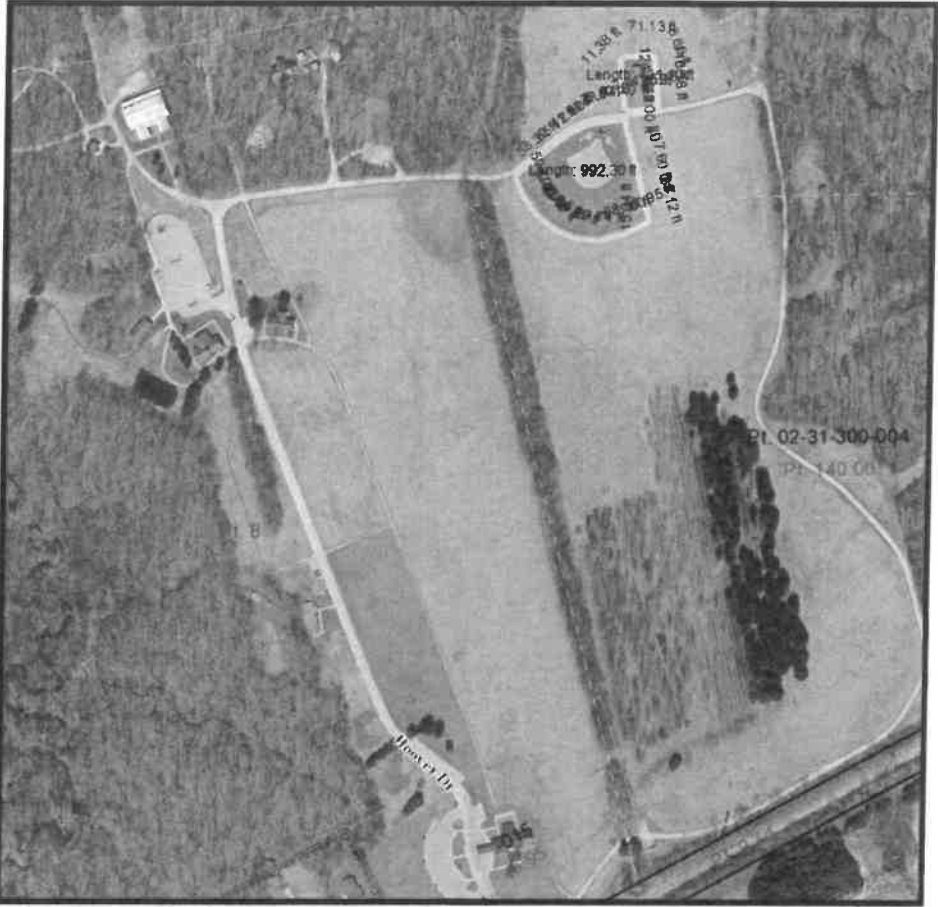
By: \_\_\_\_\_ Date: \_\_\_\_\_

Judy Gilmour, President  
Kendall County Forest Preserve District

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

Kurt Muell, President  
Yorkville Athletic Association (Yorkville Fury)

**YORKVILLE FURY LICENSE AGREEMENT**  
**EXHIBIT A: LICENSE AREA**





**Yorkville Fury License Agreement – Exhibit B  
License Periods**

**WEEKDAYS (M-F)**

**March 12, 2022 – April 30, 2022**

Mondays, Tuesdays, Wednesdays, Thursdays and Fridays:  
4:30 pm to 30 minutes prior to preserve closing at dusk

**May 1, 2022 – June 30, 2022**

Mondays, Tuesdays, Wednesdays, Thursdays and Fridays:  
5:00 pm to 30 minutes prior to preserve closing at dusk

**WEEKENDS (SA-SU)**

**March 12, 2022 – June 30, 2022**

Saturdays and Sundays

One five hour block on each weekend day – schedule TBA between the hours of 9 am and 30 minutes prior to preserve closing at dusk

**Weekdays and Weekends – Rain Dates and/or Rescheduled Sessions**

**July 1, 2022 - July 17, 2022**

Licensee may schedule (or reschedule) an additional 15 weekday or weekend sessions between July 1, 2022 and July 17, 2022.