

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

**WEDNESDAY, JUNE 1, 2022  
6:00 P.M.**

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

- I. Call to Order
- II. Roll Call
- III. Approval of Agenda
- IV. Public Comments
- V. Review of Financial Statements and Cost Center Reports through May 31, 2022
- VI. Review of Special Use Permits
  1. National MS Society – Bike MS: Tour de Farms Fundraising Event: June 26 at Jay Woods Forest Preserve
- VII. Facility Rentals Contract Integrations – Updates and Rental Insurance Requirements Information and Referrals
- VIII. KCFPD Employee Handbook Revisions - Updates
- IX. KCFPD General Use Ordinance – KC-SAO Recommendations for Unmanned Aerial Vehicles (UAV) Usage
- X. Ellis Equestrian Center – Recommended Response to FY22 Supply Cost Increases
- XI. Kendall County Outdoor Education Center – Review of License Terms
- XII. Other Items of Business
- XIII. Public Comments
- XIV. Executive Session
- XV. Adjournment

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

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

Kendall County Forest Preserve  
Income Statement  
For Period Ended 5/31/2022

6 Month Budget Percent = 50.0%

**FOREST PRESERVES & PROGRAMS**

	Current Year FY22		Prior Year FY21		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
<b>Beginning Balance</b>	\$	<b>470,609</b>	\$	<b>195,972</b>	\$	<b>274,637</b>
<b>Revenue</b>						
Revenue - Administration	64.9%	781,540	969,163	337,747	-275,406	-82%
Revenue - Ellis House & Equestrian Center	12.9%	155,024	139,822	60,811	-10,870	-18%
Revenue - Hoover FP	3.3%	39,300	35,031	12,480	22,310	179%
Revenue - Env. Education	16.4%	197,780	154,172	94,589	45,909	49%
Revenue - Natural Area Volunteers	0.0%	-	-	-	0	
Revenue - Grounds & Natural Resources	2.4%	29,000	29,171	2,450	1,466	60%
Revenue - Pickerill Pigott FP	0.1%	750	12,584	5,230	-5,230	-100%
<b>Total Revenue</b>	100.0%	<b>1,203,394</b>	<b>1,339,883</b>	<b>513,308</b>	<b>(221,822)</b>	<b>-43%</b>
<b>Expenditure</b>						
Expenditure - Administration	32.0%	385,515	358,479	195,235	4,836	2%
Expenditure - Ellis House & Equestrian Center	15.7%	189,032	182,402	80,455	1,301	2%
Expenditure - Hoover FP	18.4%	220,843	201,674	90,480	12,155	13%
Expenditure - Env. Education	15.0%	180,633	170,620	81,772	-4,535	-6%
Expenditure - Natural Area Volunteers	0.0%	-	-	-	0	
Expenditure - Grounds & Natural Resources	18.3%	219,921	203,939	85,707	33,607	39%
Expenditure - Pickerill Pigott FP	0.6%	7,450	7,450	3,594	1,783	50%
<b>Total Expenditure</b>	100.0%	<b>1,203,394</b>	<b>1,124,564</b>	<b>537,243</b>	<b>49,148</b>	<b>9%</b>
<b>ENDING BAL</b>		\$	<b>470,609</b>	\$	<b>175,703</b>	
<b>Surplus/(Deficit)</b>		\$	-	\$	<b>(294,906)</b>	

Kendall County Forest Preserve  
Income Statement  
For Period Ended 5/31/2022

6 Month Budget Percent = 50.0%

**FOREST PRESERVE CATEGORIES**

	Current Year FY22		Prior Year FY21		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
<b>Beginning Balance</b>						
<b>Revenue</b>						
Property Tax	660,740	32,969	640,646	27,732	5,237	19%
Interest Income	200	71	591	72	-2	-2%
Other Income	41,261	17,445	34,350	8,755	8,689	99%
Donations	8,900	2,822	8,950	-	2,822	0.0%
Rental Revenue	37,750	34,189	43,623	17,770	16,419	92%
Program Revenue	337,404	186,439	282,834	148,200	38,239	26%
Grants	-	-	-	-	-	-
Farm License Revenue	95,379	7,725	95,379	85,605	-77,880	-91%
Security Deposits	18,800	8,276	16,217	8,860	-584	-7%
Credit Card Revenue	2,960	1,551	2,219	1,227	323	26%
Transfers In			215,074	215,086	-215,086	-100%
<b>Total Revenue</b>	<b>1,203,394</b>	<b>291,485</b>	<b>1,339,883</b>	<b>513,308</b>	<b>(221,822)</b>	<b>-43%</b>
<b>Expenditure</b>						
Personnel	673,924	305,177	671,755	314,590	-9,413	-3%
Benefits	268,734	147,608	231,244	131,352	16,257	12%
Contractual	58,008	31,744	51,868	26,264	5,480	21%
Commodities	120,800	68,361	111,630	46,165	22,196	48%
Other	81,928	33,500	58,067	18,873	14,627	78%
<b>Total Expenditure</b>	<b>1,203,394</b>	<b>586,391</b>	<b>1,124,564</b>	<b>537,243</b>	<b>49,148</b>	<b>9%</b>
<b>ENDING BAL</b>	<b>\$ 470,609</b>	<b>\$ 175,703</b>	<b>\$ 411,291</b>	<b>\$ 172,037</b>	<b>\$ 3,666</b>	<b>2.1%</b>
<b>Surplus/(Deficit)</b>	<b>\$ -</b>	<b>\$ (294,906)</b>	<b>\$ 215,319</b>	<b>\$ (23,935)</b>	<b>\$ (270,970)</b>	

Kendall County Forest Preserve  
Income Statement  
For Period Ended 5/31/2022

6 Month Budget Percent = 50.0%

**ADMINISTRATION**

	Current Year FY22		Prior Year FY21		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
<b>Revenue</b>						
Property Tax	660,740	32,969	640,646	27,732	5,237	19%
Interest Income	200	71	591	72	-2	-2%
Other Income	17,261	17,204	9,754	8,025	9,179	114%
Donations	5,000	2,822	5,500	-	2,822	
Farm License Revenue	95,379	7,725	95,379	85,605	-77,880	-91%
Security Deposit Revenue						
Credit Card Revenue	2,960	1,551	2,219	1,227	323	26%
Program Revenue						
Transfers In						
<b>Total Revenue</b>	<b>781,540</b>	<b>62,341</b>	<b>969,163</b>	<b>337,747</b>	<b>(275,406)</b>	<b>-82%</b>
	100.0%	8.0%	215,074	215,086	-215,086	-100%
<b>Expenditure</b>						
Personnel	178,452	81,922	193,426	90,913	-8,991	-10%
Benefits	140,509	86,753	111,829	82,696	4,057	5%
Contractual	28,308	20,562	22,418	14,431	6,131	42%
Commodities	16,200	8,138	19,306	7,196	942	13%
Other	22,046	2,697	11,500	-	2,697	
<b>Total Expenditure</b>	<b>385,515</b>	<b>200,072</b>	<b>358,479</b>	<b>195,235</b>	<b>4,836</b>	<b>2%</b>
	100.0%	51.9%	358,479	195,235	4,836	2%
<b>Surplus/(Deficit)</b>	<b>\$ 396,025</b>	<b>\$ (137,731)</b>	<b>\$ 610,684</b>	<b>\$ 142,512</b>		

Kendall County Forest Preserve  
Income Statement  
For Period Ended 5/31/2022

6 Month Budget Percent = 50.0%

**ELLIS HOUSE & EQUESTRIAN CENTER**

	Current Year FY22		Prior Year FY21		YTD Variance	
	Budget	YTD %	Budget	YTD %	\$ Change	% Change
<b>Revenue</b>						
Donations	-	-	200	-	-3,200	-44%
Security Deposit	12,500	4,000 32.0%	9,600	7,200 75.0%		
Credit Card Revenue	-	-	-	-		
Program Revenue	142,524	45,941 32.2%	130,022	53,611 41.2%	-7,670	-14%
<b>Total Revenue</b>	<b>155,024</b>	<b>49,941 32.2%</b>	<b>139,822</b>	<b>60,811 43.5%</b>	<b>(10,870)</b>	<b>-18%</b>
<b>Expenditure</b>						
Personnel	112,992	54,314 48.1%	152,311	53,857 35.4%	457	1%
Employee Benefits	13,490	6,401 47.4%	15,885	6,673 42.0%	-272	-4%
Contractual	11,200	3,200 28.6%	11,200	2,924 26.1%	275	9%
Commodities	29,350	13,823 47.1%	24,290	10,512 43.3%	3,312	32%
Other	22,000	4,018 18.3%	19,000	6,489 34.2%	-2,471	-38%
<b>Total Expenditure</b>	<b>189,032</b>	<b>81,755 43.2%</b>	<b>222,686</b>	<b>80,455 36.1%</b>	<b>1,301</b>	<b>2%</b>
<b>Surplus/(Deficit)</b>	<b>\$ (34,008)</b>	<b>\$ (31,815)</b>	<b>\$ (82,864)</b>	<b>\$ (19,644)</b>		

Kendall County Forest Preserve  
Income Statement  
For Period Ended 5/31/2022

6 Month Budget Percent = 50.0%

**HOOVER FOREST PRESERVE**

	Current Year FY22		Prior Year FY21		YTD Variance			
	Budget	YTD	%	Budget	YTD	%	\$ Change	% Change
<b>Revenue</b>								
Donations	-	-	-	-	-	-	-	-
Rental Revenue	33,000	30,514	92.5%	28,414	10,820	38.1%	19,694	182%
Security Deposit Rev	6,300	4,276	67.9%	6,617	1,660	25.1%	2,616	158%
Program Revenue	-	-	-	-	-	-	-	-
<b>Total Revenue</b>	<b>39,300</b>	<b>34,790</b>	<b>88.5%</b>	<b>35,031</b>	<b>12,480</b>	<b>35.6%</b>	<b>22,310</b>	<b>179%</b>
<b>Expenditure</b>								
Personnel	127,330	52,495	41.2%	119,066	55,431	46.6%	-2,936	-5%
Employee Benefits	43,331	20,586	47.5%	38,691	17,802	46.0%	2,784	16%
Contractual	-	-	-	-	-	-	-	-
Commodities	39,100	25,906	66.3%	37,300	16,178	43.4%	9,728	60%
Other	11,082	3,648	32.9%	6,617	1,070	16.2%	2,579	241%
<b>Total Expenditure</b>	<b>220,843</b>	<b>102,635</b>	<b>46.5%</b>	<b>201,674</b>	<b>90,480</b>	<b>44.9%</b>	<b>12,155</b>	<b>13%</b>
<b>Surplus/(Deficit)</b>	<b>\$ (181,543)</b>	<b>\$ (67,846)</b>		<b>\$ (166,643)</b>	<b>\$ (78,000)</b>			

Kendall County Forest Preserve  
Income Statement  
For Period Ended 5/31/2022

6 Month Budget Percent = 50.0%

**ENVIRONMENTAL EDUCATION**

	Current Year FY22		Prior Year FY21		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
<b>Revenue</b>						
Donations	2,900	-	1,300	-		
Security Deposit	-	-	-	-		
Credit Card Revenue	194,880	140,498	152,812	94,589	45,909	49%
Program Revenue	197,780	140,498	154,112	94,589	45,909	49%
<b>Total Revenue</b>						
	1.5%					
	98.5%					
	100.0%					
<b>Expenditure</b>						
Personnel	148,423	68,216	143,304	70,448	-2,232	-3%
Employee Benefits	20,060	7,457	19,057	8,313	-856	-10%
Contractual	-	-	-	-		
Commodities	5,450	1,379	2,559	712	668	94%
Other	6,700	185	5,700	2,300	-2,115	-92%
<b>Total Expenditure</b>	<b>180,633</b>	<b>77,237</b>	<b>170,620</b>	<b>81,772</b>	<b>(4,535)</b>	<b>-6%</b>
	100.0%					
<b>Surplus/(Deficit)</b>	<b>\$ 17,147</b>	<b>\$ 63,261</b>	<b>\$ (16,508)</b>	<b>\$ 12,817</b>		

Kendall County Forest Preserve  
Income Statement  
For Period Ended 5/31/2022

6 Month Budget Percent = 50.0%

**GROUPS & NATURAL RESOURCES**

	Current Year FY22		Prior Year FY21		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
<b>Revenue</b>						
Other Income	24,000	241	24,596	730	-489	-67%
Donations	1,000	-	1,950	-		
Grants	-	-	-	-		
Credit Card Revenue	4,000	3,675	2,625	1,720	1,955	114%
Rental Revenue	29,000	3,916	29,171	2,450	1,466	60%
<b>Total Revenue</b>						
<b>Expenditure</b>						
Personnel	106,727	48,231	103,932	43,942	4,289	10%
Employee Benefits	51,344	26,411	45,782	15,868	10,543	66%
Contractual	18,500	7,982	18,250	8,909	-926	-10%
Commodities	23,250	13,737	20,725	7,974	5,764	72%
Other	20,100	22,952	15,250	9,014	13,938	155%
<b>Total Expenditure</b>	<b>219,921</b>	<b>119,314</b>	<b>203,939</b>	<b>85,707</b>	<b>33,607</b>	<b>39%</b>
<b>Surplus/(Deficit)</b>	<b>\$ (190,921)</b>	<b>\$ (115,398)</b>	<b>\$ (174,768)</b>	<b>\$ (83,257)</b>		



Kendall County Forest Preserve  
Income Statement  
For Period Ended 5/31/2022

6 Month Budget Percent = 50.0%

**PICKERILL PIGOTT FP**

**Revenue**

Donations -  
Other Income -  
Rental Revenue 750  
Security Deposit -  
**Total Revenue 750**

**Expenditure**

Personnel -  
Employee Benefits -  
Contractual 7,450  
Commodities 5,377  
Other -  
**Total Expenditure 12,827**

**Surplus/(Deficit)**

	Current Year FY22		Prior Year FY21		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
100.0%	-	-	-	-		
	-	-	-	-		
100.0%	750	-	12,584	5,230	-5,230	-100%
	-	-	-	-		
100.0%	<b>750</b>	<b>-</b>	<b>12,584</b>	<b>5,230</b>	<b>(5,230)</b>	<b>-100%</b>
	-	-	-	-		
	-	-	-	-		
100.0%	7,450	5,377	7,450	3,594	1,783	50%
	-	-	-	-		
100.0%	<b>7,450</b>	<b>5,377</b>	<b>7,450</b>	<b>3,594</b>	<b>1,783</b>	<b>50%</b>
	<b>(6,700)</b>	<b>(5,377)</b>	<b>5,134</b>	<b>1,636</b>	<b>1,783</b>	<b>50%</b>

Kendall County Forest Preserve  
Income Statement  
For Period Ended 5/31/2022

6 Month Budget Percent = 50.0%

**ELLIS HOUSE - 1160**

**Revenue**  
Donations  
Security Deposit  
Credit Card Revenue  
Program Revenue  
**Total Revenue**

**Expenditure**

Personnel  
Employee Benefits  
Contractual  
Commodities  
Other  
**Total Expenditure**

**Surplus/(Deficit)**

	Current Year FY22		Prior Year FY21		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
	-	-	-	-	-	-
	10,344	4,953	11,171	5,062	(109)	-2%
	1,604	779	1,756	726	52	7%
	-	-	-	-	-	-
	8,150	3,802	6,870	3,743	58	2%
	3,800	1,864	3,800	2,359	(695)	-29%
	<b>23,898</b>	<b>11,198</b>	<b>23,597</b>	<b>11,891</b>	<b>(693)</b>	<b>-6%</b>
	<b>\$ (23,898)</b>	<b>\$ (11,198)</b>	<b>\$ (23,597)</b>	<b>\$ (11,891)</b>		

43.3%  
6.7%  
34.1%  
15.8%  
100.0%

**ELLIS BARN - 1161**

**Revenue**  
Donations  
Security Deposit  
Credit Card Revenue  
Program Revenue  
**Total Revenue**

**Expenditure**

Personnel  
Employee Benefits  
Contractual  
Commodities  
Other  
**Total Expenditure**

**Surplus/(Deficit)**

	Current Year FY22		Prior Year FY21		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
	-	-	-	-	-	-
	10,344	5,916	11,171	4,954	963	19%
	1,604	852	1,756	756	97	13%
	-	-	-	-	-	-
	7,400	-	6,120	408	(408)	-70%
	2,700	506	2,000	1,663	(1,157)	-70%
	<b>22,048</b>	<b>7,275</b>	<b>21,047</b>	<b>7,780</b>	<b>(505)</b>	<b>-6%</b>
	<b>\$ (22,048)</b>	<b>\$ (7,275)</b>	<b>\$ (21,047)</b>	<b>\$ (7,780)</b>		

46.9%  
7.3%  
33.6%  
12.2%  
100.0%

Kendall County Forest Preserve  
Income Statement  
For Period Ended 5/31/2022

6 Month Budget Percent = 50.0%

**ELLIS GROUNDS - 1162**

	Current Year FY22		Prior Year FY21		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
<b>Revenue</b>						
Donations	-	-	-	-	-	-
Security Deposit	-	-	-	-	-	-
Credit Card Revenue	-	-	-	-	-	-
Program Revenue	24,614	-	-	-	-	-
<b>Total Revenue</b>	<b>24,614</b>					
<b>Expenditure</b>						
Personnel	20,688	9,823	22,342	9,837	(14)	0%
Employee Benefits	3,208	1,424	3,512	1,443	(20)	-1%
Contractual	-	-	-	-	-	-
Commodities	-	-	-	-	-	-
Other	4,700	1,648	4,000	2,432	(783)	-32%
<b>Total Expenditure</b>	<b>28,596</b>	<b>12,895</b>	<b>29,854</b>	<b>13,712</b>	<b>(783)</b>	<b>-32%</b>
<b>Surplus/(Deficit)</b>	<b>\$ (3,982)</b>	<b>\$ (12,895)</b>	<b>\$ (29,854)</b>	<b>\$ (13,712)</b>	<b>(817)</b>	<b>-6%</b>

**ELLIS CAMPS - 1163**

	Current Year FY22		Prior Year FY21		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
<b>Revenue</b>						
Donations	-	-	-	-	-	-
Security Deposit	-	-	-	-	-	-
Credit Card Revenue	-	-	-	-	-	-
Program Revenue	8,000	6,365	6,250	1,840	4,525	246%
<b>Total Revenue</b>	<b>8,000</b>	<b>6,365</b>	<b>6,250</b>	<b>1,840</b>	<b>4,525</b>	<b>246%</b>
<b>Expenditure</b>						
Personnel	3,200	546	3,110	22	524	2382%
Employee Benefits	316	199	517	-	199	-
Contractual	-	-	-	-	-	-
Commodities	450	-	450	-	-	-
Other	500	-	500	-	-	-
<b>Total Expenditure</b>	<b>4,466</b>	<b>745</b>	<b>4,577</b>	<b>22</b>	<b>723</b>	<b>3285%</b>
<b>Surplus/(Deficit)</b>	<b>\$ 3,534</b>	<b>\$ 5,620</b>	<b>\$ 1,673</b>	<b>\$ 1,818</b>		

Kendall County Forest Preserve  
Income Statement  
For Period Ended 5/31/2022

6 Month Budget Percent = 50.0%

**ELLIS RIDING LESSONS - 1164**

	Current Year FY22		Prior Year FY21		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
<b>Revenue</b>						
Donations	-	-	200	-	-	
Security Deposit	-	-	-	-	-	
Credit Card Revenue	-	-	-	-	-	
Program Revenue	70,000	24,230	57,817	32,015	-7,785	-24%
<b>Total Revenue</b>	<b>70,000</b>	<b>24,230</b>	<b>58,017</b>	<b>32,015</b>	<b>(7,785)</b>	<b>-24%</b>
	100.0%					
	100.0%					
<b>Expenditure</b>						
Personnel	39,325	19,044	37,638	21,090	-2,047	-10%
Employee Benefits	3,878	1,758	4,936	1,616	141	9%
Contractual	9,000	2,640	9,000	2,010	630	31%
Commodities	11,700	9,567	9,200	6,360	3,206	50%
Other	1,000	-	1,000	35	-35	
<b>Total Expenditure</b>	<b>64,903</b>	<b>33,008</b>	<b>61,774</b>	<b>31,112</b>	<b>1,896</b>	<b>6%</b>
	100.0%					
<b>Surplus/(Deficit)</b>	<b>\$ 5,097</b>	<b>\$ (8,778)</b>	<b>\$ (3,757)</b>	<b>\$ 903</b>		

**ELLIS BIRTHDAY PARTIES - 1165**

	Current Year FY22		Prior Year FY21		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
<b>Revenue</b>						
Donations	-	-	-	-	-	
Security Deposit	-	-	-	-	-	
Credit Card Revenue	-	-	-	-	-	
Program Revenue	5,500	3,981	4,226	2,056	1,925	94%
<b>Total Revenue</b>	<b>5,500</b>	<b>3,981</b>	<b>4,226</b>	<b>2,056</b>	<b>1,925</b>	<b>94%</b>
	100.0%					
	100.0%					
<b>Expenditure</b>						
Personnel	6,500	2,774	4,676	4,186	-1,412	-34%
Employee Benefits	641	308	622	401	-92	-23%
Contractual	-	-	-	-	-	
Commodities	300	189	-	300	189	
Other	-	-	-	-	-	
<b>Total Expenditure</b>	<b>7,441</b>	<b>3,271</b>	<b>5,598</b>	<b>4,587</b>	<b>(1,316)</b>	<b>-29%</b>
	100.0%					
<b>Surplus/(Deficit)</b>	<b>\$ (1,941)</b>	<b>\$ 710</b>	<b>\$ (1,372)</b>	<b>\$ (2,531)</b>		

Kendall County Forest Preserve  
Income Statement  
For Period Ended 5/31/2022

6 Month Budget Percent = 50.0%

**ELLIS PUBLIC PROGRAMS - 1166**

	Current Year FY22		Prior Year FY21		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
<b>Revenue</b>						
Donations	-	-	-	-	-	-
Security Deposit	-	-	-	-	-	-
Credit Card Revenue	-	-	-	-	-	-
Program Revenue	3,000	492	1,742	610	(119)	-19%
<b>Total Revenue</b>	<b>3,000</b>	<b>492</b>	<b>1,742</b>	<b>610</b>	<b>(119)</b>	<b>-19%</b>
	100.0%					
	100.0%					
<b>Expenditure</b>						
Personnel	2,015	1,465	2,015	-	1,465	
Employee Benefits	199	164	304	-	164	
Contractual	500	-	500	-	-	
Commodities	150	-	150	-	-	
Other	-	-	-	-	-	
<b>Total Expenditure</b>	<b>2,864</b>	<b>1,629</b>	<b>2,969</b>	<b>-</b>	<b>1,629</b>	
	100.0%					
<b>Surplus/(Deficit)</b>	<b>\$ 136</b>	<b>\$ (1,138)</b>	<b>\$ (1,227)</b>	<b>\$ 610</b>		

**ELLIS SUNRISE CENTER - 1167**

	Current Year FY22		Prior Year FY21		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
<b>Revenue</b>						
Donations	-	-	-	-	-	-
Security Deposit	-	-	-	-	-	-
Credit Card Revenue	-	-	-	-	-	-
Program Revenue	13,760	6,899	23,360	11,840	(4,941)	-42%
<b>Total Revenue</b>	<b>13,760</b>	<b>6,899</b>	<b>23,360</b>	<b>11,840</b>	<b>(4,941)</b>	<b>-42%</b>
	100.0%					
	100.0%					
<b>Expenditure</b>						
Personnel	17,500	9,091	17,000	8,508	583	7%
Employee Benefits	1,726	863	2,260	741	122	17%
Contractual	-	-	-	-	-	-
Commodities	1,200	265	1,200	-	265	
Other	-	-	-	-	-	-
<b>Total Expenditure</b>	<b>20,426</b>	<b>10,220</b>	<b>20,460</b>	<b>9,249</b>	<b>971</b>	<b>10%</b>
	100.0%					
<b>Surplus/(Deficit)</b>	<b>\$ (6,666)</b>	<b>\$ (3,321)</b>	<b>\$ 2,900</b>	<b>\$ 2,591</b>		

Kendall County Forest Preserve  
Income Statement  
For Period Ended 5/31/2022

6 Month Budget Percent = 50.0%

**ELLIS WEDDINGS - 1168**

	Current Year FY22		Prior Year FY21		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
<b>Revenue</b>						
Donations	-	-	7,300	6,375	-2,875	-45%
Security Deposit	10,000	3,500	-	-	-	-
Credit Card Revenue	-	-	12,190	5,000	-2,400	-48%
<b>Program Revenue</b>	14,000	2,600	19,490	11,375	(5,275)	-46%
<b>Total Revenue</b>	<b>24,000</b>	<b>6,100</b>				
	41.7%	18.6%		41.0%		
	58.3%	25.4%		58.4%		
	100.0%					
<b>Expenditure</b>						
Personnel	1,538	411	1,452	198	213	107%
Employee Benefits	157	31	111	990	-958	-97%
Contractual	1,700	560	1,700	914	-355	-39%
Commodities	-	-	-	-	-	-
Other	9,000	-	7,400	-	-	-
<b>Total Expenditure</b>	<b>12,395</b>	<b>1,002</b>	<b>10,663</b>	<b>2,102</b>	<b>(1,100)</b>	<b>-52%</b>
	78.6%	8.1%		19.7%		
	100.0%					
<b>Surplus/(Deficit)</b>	<b>\$11,605</b>	<b>\$ 5,098</b>	<b>\$8,827</b>	<b>\$ 9,273</b>		

**ELLIS OTHER RENTALS - 1169**

	Current Year FY22		Prior Year FY21		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
<b>Revenue</b>						
Donations	-	-	2,300	825	-325	-39%
Security Deposit	2,500	500	-	-	-	-
Credit Card Revenue	-	-	2,100	-	1,375	127%
<b>Program Revenue</b>	3,400	1,375	4,400	825	1,050	127%
<b>Total Revenue</b>	<b>5,900</b>	<b>1,875</b>				
	42.4%	20.0%		35.9%		
	57.6%	40.4%		18.8%		
	100.0%					
<b>Expenditure</b>						
Personnel	1,538	291	1,452	-	291	
Employee Benefits	157	22	111	-	22	
Contractual	-	-	-	-	-	
Commodities	-	-	-	-	-	
Other	300	200	300	-	200	
<b>Total Expenditure</b>	<b>1,995</b>	<b>514</b>	<b>1,863</b>	<b>-</b>	<b>514</b>	
	15.0%	66.7%				
	28.7%	25.7%				
<b>Surplus/(Deficit)</b>	<b>\$3,905</b>	<b>\$1,361</b>	<b>\$2,537</b>	<b>\$825</b>		

Kendall County Forest Preserve  
Income Statement  
For Period Ended 5/31/2022

6 Month Budget Percent = 50.0%

**ELLIS 5K - 1170**

**Revenue**  
 Donations  
 Security Deposit  
 Credit Card Revenue  
 Program Revenue  
**Total Revenue**  
**Expenditure**  
 Personnel  
 Employee Benefits  
 Contractual  
 Commodities  
 Other  
**Total Expenditure**

**Surplus/(Deficit)**

	Current Year FY22		Prior Year FY21		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
	-	-			-	
	-	-			-	
	-	-			-	
	250	-	1,570	250	-250	-100%
	<b>250</b>	-	<b>1,570</b>	<b>250</b>	<b>(250)</b>	<b>-100%</b>
100.0%						
100.0%						
	-	-			-	
	-	-			-	
	-	-			-	
	-	-			-	
	-	-			-	
	-	-			-	
	<b>250</b>	<b>-</b>	<b>1,570</b>	<b>250</b>	<b>\$ 1,570</b>	<b>\$ 250</b>
	<b>\$ 250</b>	<b>\$ -</b>				

Kendall County Forest Preserve  
Income Statement  
For Period Ended 5/31/2022

6 Month Budget Percent = 50.0%

**HOOVER GROUNDS - 1171**

	Current Year FY22		Prior Year FY21		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
<b>Revenue</b>						
Donations	-	-	-	-	-	-
Rental Revenue	5,500	3,900	5,052	4,000	-100	-3%
Security Deposit Revenue	-	-	-	-	-	-
Credit Card Revenue	-	-	-	-	-	-
<b>Total Revenue</b>	<b>5,500</b>	<b>3,900</b>	<b>5,052</b>	<b>4,000</b>	<b>(100)</b>	<b>-3%</b>
<b>Expenditure</b>						
Personnel	63,665	26,376	59,533	27,600	-1,224	-4%
Employee Benefits	21,664	10,305	19,345	8,901	1,404	16%
Contractual	-	-	-	-	-	-
Commodities	39,100	25,906	37,300	16,178	9,728	60%
Other	11,082	3,648	6,617	1,070	2,579	241%
<b>Total Expenditure</b>	<b>135,511</b>	<b>66,235</b>	<b>122,795</b>	<b>53,748</b>	<b>12,487</b>	<b>23%</b>
<b>Surplus/(Deficit)</b>	<b>\$ (130,011)</b>	<b>\$ (62,335)</b>	<b>\$ (117,743)</b>	<b>\$ (49,748)</b>		

**HOOVER BUNKHOUSE - 1172**

	Current Year FY22		Prior Year FY21		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
<b>Revenue</b>						
Donations	-	-	-	-	-	-
Rental Revenue	8,500	15,310	11,370	1,525	13,785	904%
Security Deposit Revenue	1,300	1,800	2,000	-	1,800	
Credit Card Revenue	-	-	-	-	-	-
<b>Total Revenue</b>	<b>9,800</b>	<b>17,110</b>	<b>13,370</b>	<b>1,525</b>	<b>15,585</b>	<b>1022%</b>
<b>Expenditure</b>						
Personnel	31,833	13,060	29,767	13,916	-857	-6%
Employee Benefits	10,833	5,141	9,672	4,451	690	16%
Contractual	-	-	-	-	-	-
Commodities	-	-	-	-	-	-
Other	-	-	-	-	-	-
<b>Total Expenditure</b>	<b>42,666</b>	<b>18,201</b>	<b>39,439</b>	<b>18,367</b>	<b>(167)</b>	<b>-1%</b>
<b>Surplus/(Deficit)</b>	<b>\$ (32,866)</b>	<b>\$ (1,091)</b>	<b>\$ (26,069)</b>	<b>\$ (16,842)</b>		



Kendall County Forest Preserve  
Income Statement  
For Period Ended 5/31/2022

6 Month Budget Percent = 50.0%

**HOOVER CAMPSITE - 1173**

	Current Year FY22		Prior Year FY21		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
<b>Revenue</b>						
Donations	-	-	-	-		
Rental Revenue	4,000	2,270	1,655	1,175	1,095	93%
Security Deposit Revenue	-	-	-	-		
Credit Card Revenue	-	-	-	-		
<b>Total Revenue</b>	<b>4,000</b>	<b>2,270</b>	<b>1,655</b>	<b>1,175</b>	<b>1,095</b>	<b>93%</b>
<b>Expenditure</b>						
Personnel	15,916	6,529	14,883	6,958	-429	-6%
Employee Benefits	5,417	2,570	4,837	2,225	345	16%
Contractual	-	-	-	-		
Commodities	-	-	-	-		
Other	-	-	-	-		
<b>Total Expenditure</b>	<b>21,333</b>	<b>9,100</b>	<b>19,720</b>	<b>9,184</b>	<b>(84)</b>	<b>-1%</b>
<b>Surplus/(Deficit)</b>	<b>\$ (17,333)</b>	<b>\$ (6,830)</b>	<b>\$ (18,065)</b>	<b>\$ (8,009)</b>		

**HOOVER MEADOWHAWK LODGE - 1174**

	Current Year FY22		Prior Year FY21		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
<b>Revenue</b>						
Donations	-	-	-	-		
Rental Revenue	15,000	9,034	10,337	4,120	4,914	119%
Security Deposit Revenue	5,000	2,476	4,617	1,660	816	49%
Credit Card Revenue	-	-	-	-		
<b>Total Revenue</b>	<b>20,000</b>	<b>11,510</b>	<b>14,954</b>	<b>5,780</b>	<b>5,730</b>	<b>99%</b>
<b>Expenditure</b>						
Personnel	15,916	6,530	14,883	6,956	-426	-6%
Employee Benefits	5,417	2,570	4,837	2,225	345	16%
Contractual	-	-	-	-		
Commodities	-	-	-	-		
Other	-	-	-	-		
<b>Total Expenditure</b>	<b>21,333</b>	<b>9,100</b>	<b>19,720</b>	<b>9,181</b>	<b>(81)</b>	<b>-1%</b>
<b>Surplus/(Deficit)</b>	<b>\$ (1,333)</b>	<b>\$ 2,410</b>	<b>\$ (4,766)</b>	<b>\$ (3,401)</b>		

Kendall County Forest Preserve  
Income Statement  
For Period Ended 5/31/2022

6 Month Budget Percent = 50.0%

**ENVIRONMENTAL EDUCATION - 1175**

	Current Year FY22		Prior Year FY21		YTD Variance	
	Budget	YTD %	Budget	YTD %	\$ Change	% Change
<b>Revenue</b>						
Donations						
Security Deposit						
Credit Card Revenue	500	-	500	-		
Program Revenue	-	-	-	-		
<b>Total Revenue</b>	<b>500</b>		<b>500</b>			
<b>Expenditure</b>						
Personnel	-	-	-	-		
Employee Benefits	-	-	-	-		
Contractual	-	-	-	-		
Commodities	-	-	-	-		
Other	-	-	-	-		
<b>Total Expenditure</b>	<b>-</b>		<b>-</b>			
<b>Surplus/(Deficit)</b>	<b>\$ 500</b>	<b>\$ -</b>	<b>\$ 500</b>	<b>\$ -</b>		

**ENV. EDUCATION SCHOOL PROGRAMS - 1176**

	Current Year FY22		Prior Year FY21		YTD Variance	
	Budget	YTD %	Budget	YTD %	\$ Change	% Change
<b>Revenue</b>						
Donations						
Security Deposit						
Credit Card Revenue	20,000	3,297 16.5%	5,357	150 2.8%	3,147	2098%
Program Revenue	<b>20,000</b>	<b>3,297</b>	<b>5,357</b>	<b>150</b>	<b>3,147</b>	<b>2098%</b>
<b>Expenditure</b>						
Personnel	11,213	1,659 14.8%	27,823	9,172 33.0%	-7,513	-82%
Employee Benefits	3,987	115 2.9%	3,896	1,344 34.5%	-1,229	-91%
Contractual	-	-	-	-		
Commodities	700	86	-	-	86	
Other	-	-	-	-		
<b>Total Expenditure</b>	<b>15,900</b>	<b>1,859</b>	<b>31,719</b>	<b>10,516</b>	<b>(8,657)</b>	<b>-82%</b>
<b>Surplus/(Deficit)</b>	<b>\$ 4,100</b>	<b>\$ 1,438</b>	<b>\$ (26,362)</b>	<b>\$ (10,366)</b>		

Kendall County Forest Preserve  
Income Statement  
For Period Ended 5/31/2022

6 Month Budget Percent = 50.0%

**ENV. EDUCATION CAMPS - 1177**

**Revenue**  
Donations  
Security Deposit  
Credit Card Revenue  
Program Revenue  
**Total Revenue**

**Expenditure**  
Personnel  
Employee Benefits  
Contractual  
Commodities  
Other  
**Total Expenditure**

**Surplus/(Deficit)**

	Current Year FY22		Prior Year FY21		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
100.0%	32,000	31,285	20,020	31,945	-660	-2%
100.0%	<b>32,000</b>	<b>31,285</b>	<b>20,020</b>	<b>31,945</b>	<b>(660)</b>	<b>-2%</b>
83.1%	26,175	10,104	19,198	5,605	4,500	80%
5.1%	1,615	1,003	2,538	818	185	23%
	-	-	-	-		
4.8%	1,500	624	209	53	571	1070%
7.0%	2,200	185	1,200	770	-585	
100.0%	<b>31,490</b>	<b>11,916</b>	<b>23,145</b>	<b>7,246</b>	<b>4,670</b>	<b>64%</b>
	<b>\$ 510</b>	<b>\$ 19,369</b>	<b>\$ (3,125)</b>	<b>\$ 24,699</b>		

**ENV. EDUCATION NATURAL BEGINNINGS - 1178**

**Revenue**  
Donations  
Security Deposit  
Credit Card Revenue  
Program Revenue  
**Total Revenue**

**Expenditure**  
Personnel  
Employee Benefits  
Contractual  
Commodities  
Other  
**Total Expenditure**

**Surplus/(Deficit)**

	Current Year FY22		Prior Year FY21		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
1.9%	2,400	-	800	-		
98.1%	122,880	97,035	110,000	50,436	46,599	92%
100.0%	<b>125,280</b>	<b>97,035</b>	<b>110,800</b>	<b>50,436</b>	<b>46,599</b>	<b>92%</b>
84.4%	95,298	47,472	82,916	48,940	-1,468	-3%
10.7%	12,079	5,602	11,575	5,535	67	1%
	-	-	-	-		
1.8%	2,000	518	2,000	550	-33	-6%
3.1%	3,500	-	3,500	810	-810	-100%
100.0%	<b>112,877</b>	<b>53,592</b>	<b>99,991</b>	<b>55,835</b>	<b>(2,243)</b>	<b>-4%</b>
	<b>\$ 12,403</b>	<b>\$ 43,443</b>	<b>\$ 10,809</b>	<b>\$ (5,399)</b>		

Kendall County Forest Preserve  
Income Statement  
For Period Ended 5/31/2022

6 Month Budget Percent = 50.0%

**ENV. EDUCATION PUBLIC PROGRAMS - 1179**

	Current Year FY22		Prior Year FY21		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
<b>Revenue</b>						
Donations						
Security Deposit						
Credit Card Revenue		8,881	17,435	12,058	-3,177	-26%
Program Revenue	20,000	<b>8,881</b>	<b>17,435</b>	<b>12,058</b>	<b>(3,177)</b>	<b>-26%</b>
<b>Total Revenue</b>	<b>20,000</b>	<b>8,881</b>	<b>17,435</b>	<b>12,058</b>		
	100.0%					
	100.0%	44.4%		69.2%		
<b>Expenditure</b>						
Personnel	12,256	7,932	10,180	5,794	2,138	37%
Employee Benefits	1,816	676	690	493	183	37%
Contractual	-	-	-	-	-	-
Commodities	750	71	250	81	-10	-12%
Other	1,000	-	1,000	720	-720	-100%
<b>Total Expenditure</b>	<b>15,822</b>	<b>8,679</b>	<b>12,120</b>	<b>7,088</b>	<b>1,590</b>	<b>22%</b>
	100.0%	54.9%		58.5%		
<b>Surplus/(Deficit)</b>	<b>\$ 4,178</b>	<b>\$ 202</b>	<b>\$ 5,315</b>	<b>\$ 4,970</b>		

**ENV. EDUCATION LAWS OF NATURE - 1180**

	Current Year FY22		Prior Year FY21		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
<b>Revenue</b>						
Donations						
Security Deposit						
Credit Card Revenue						
Program Revenue	-	-	-	-		
<b>Total Revenue</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>		
<b>Expenditure</b>						
Personnel	3,481	1,049	3,187	791	258	33%
Employee Benefits	563	61	358	123	-62	-50%
Contractual	-	-	-	-		
Commodities	500	81	100	27	54	200%
Other	-	-	-	-		
<b>Total Expenditure</b>	<b>4,544</b>	<b>1,191</b>	<b>3,645</b>	<b>941</b>	<b>250</b>	<b>27%</b>
	100.0%	26.2%		25.8%		
<b>Surplus/(Deficit)</b>	<b>\$ (4,544)</b>	<b>\$ (1,191)</b>	<b>\$ (3,645)</b>	<b>\$ (941)</b>		

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

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

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

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

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

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

**Special Event Permit Application  
Kendall County Forest Preserve District**

Instructions: Please sign the form and return it, along with the appropriate insurance certificate to:  
Kendall County Forest Preserve District  
110 West Madison Street  
Yorkville, IL 60560

Please submit application at least two months prior to the Special Event.

**Applicant Information:** National MS Society

**Event Name:** Bike MS: Tour de Farms

**Contact Person:** Melissa Mendelke

**Address:**

County: Cook

Street: 525 W. Monroe, Suite 1510

City: Chicago

State: IL

Zip Code: 60661

**Contact Information:**

Telephone (Home)

Telephone (Cell)

E-Mail:

773-405-7146

Melissa.mendelke@nmss.org

*June 26th*

**Special Event Information:**

Name of Forest Preserve: Jay Woods Forest Preserve

Event: Bike MS: Tour de Farms

Estimated Attendance: 150

Arrival Time (includes set-up): 7:45 AM

Departure Time (includes take down): 1:00 PM

**Will this Special Event include:**

**A = \$ 75.00**

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

**B = \$200.00**

	<u>Yes</u>	<u>No</u>
6. Business uses in preserve?		x
7. Group larger than 250 people?		x
8. Extensive use of grounds?		x

**C = \$300.00**

	<u>Yes</u>	<u>No</u>
9. Extensive Use of staff time?		x
10. Closes and/or limits part(s) of preserve to other users?	x	x

*Will limit parking  
- should close one side of parking lot for  
biker safety*

▶ Permittee will be charged only for the highest category (A, B, or C) that is checked.  
Description of the Special Event, including details of any 'Yes' answers from above:

Applicant's Signature: Melissa Mendelke

Date: 5/23/2022

**Special Event Agreement**

**Kendall County Forest Preserve District**

The Kendall County Forest Preserve District (District) and National MS Society  
(Permittee) agree to the following:

1. The Permittee shall meet the following insurance requirements (if applicable):
  - A. Permittee shall have general liability coverage of \$1,000,000 per occurrence.
  - B. Certificates of Insurance must state the following: The Kendall County Forest Preserve District is an additional insured on a primary and non-contributory basis.
2. The Permittee shall pay the District \$ 75 . 00 for this approved Special Event Permit. Payment is due upon approval of permit.
3. The Permittee agrees to indemnify and hold harmless the District against any and all claims, losses, suits, and damages against the District arising, directly or indirectly out of the use of District premises or performance of this Special Event Agreement, specifically including claims resulting from any act or omission of the Permittee and the District, individually, and/or jointly and severally.
4. If concessions/food is to be sold at the Special Event, the vendors must comply with all requirements and regulations of the Illinois Department of Health and/or other governmental bodies having control over such vending operations, including the Kendall County Health and Human Services Department. The vendor shall possess all food and beverage dispensing licenses, taxes, and permits that are required by law.
5. The Permittee shall limit the Special Event activities to those described in the Special Use Permit Application.
6. The Permittee shall follow all District rules and regulations (see attached).
7. The Special Event Permit and the Permittee shall be present on-site at the Special Event.
8. The attached itinerary shall be a part of the Special Event Agreement.

\_\_\_\_\_  
Kendall County Forest Preserve District:

Signed: \_\_\_\_\_, Executive Director / President

Permittee: \_\_\_\_\_

Signed: \_\_\_\_\_

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



**REST STOP 3**  
**Jay Woods Forest Preserve**  
**Sunday - 75 Mile Route**  
**857 Creek Road, Plano, IL 60545**



**Rest Stop Equipment**

- (2) 10x10 Pop-Up Tents
- (1) 10x10 Bike Repair Tent
- (6) 8' Tables
- (15) Chairs
- (3) Trash Cans
- (2) Bike Rack
- Restrooms: Park Facilities

Bikers Enter Rest Area: - - - - - ➔  
 Bikers Exit Rest Area: - - - - - ➔

**Rest Stop Hours**

07:45am Volunteers Report  
 08:30 am Rest Stop Opens/First Rider  
 1:00 pm Rest Stop Closes

## Event Site Agreement

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Property Owner

Name:

Requestor Name: National Multiple Sclerosis Society

Property Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

The Property Owner hereby grants the authority to the National Multiple Sclerosis Society for use of the property for the following time period:

Start Date/Time: \_\_\_\_\_ End Date/Time: \_\_\_\_\_

The Property Owner and the Requestor agree on the foregoing terms and conditions:

1. The Requestor is granted the authorization to use the following areas on the property: \_\_\_\_\_
2. The Requestor may bring the following items onto the property: \_\_\_\_\_
3. The Requestor is responsible for all removal of items brought onto the property by the Requestor and to leave the property in the same condition at which it was before event use.
4. Additional conditions: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Owner Signature

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Requestor Signature

\_\_\_\_\_  
Date Signed

To: Kendall County Committee of the Whole  
From: Julia Granholm, Reservations Manager & Accounting Coordinator  
RE: Updated Rental Terms and Conditions &  
Requisite Insurance Coverage

Date: May 26<sup>th</sup>, 2022

The Kendall County Forest Preserve District has been working with the Kendall County State's Attorney's Office to update Terms and Conditions for Rental Contracts. These include renters using the following facilities and venues: Shelters, campsites, bunkhouses, Meadowhawk Lodge, Ellis House, and the horse arena at Harris Forest Preserve.

In addition, it has been recommended that renters secure Requisite Insurance coverage if their events include the following:

- Large Events with Greater than 100 participants.
- Events where alcohol will be served by a licensed catering firm or bartending service.
- Events where erection of large tents (10'x12' or more) has been authorized.
- Sporting or athletic events, competitions, and/or fundraisers (Example: 5K Run/Walks)
- All corporate-sponsored events.

District staff recommends approval of a motion to implement the Updated Rental Terms and Conditions into our ReCPro Software system by Friday, July 15, 2022, thereby requiring our Permittees to sign off on the Terms and Conditions paperwork prior to utilizing our facilities and venues for rental purposes. In addition, District staff recommends a motion to include Requisite Insurance information be given to all Permittees starting on Friday, July 15, 2022, and that permittees that host events that fall under the above mentioned guidelines secure Requisite Insurance coverage.



## Facility Rental Requisite Insurance Coverage

Thank you for choosing the Kendall County Forest Preserve District as the destination for your event! We are excited to host your group and want your event to be safe and memorable.

Because of the type of event you are hosting and/or the number of people expected to be in attendance at your event, we require that you purchase requisite insurance coverage. Below, please find information as well as contact emails and phone numbers for insurance carriers. Please note that we are only providing information and not making recommendations of one carrier over another. Please feel free to find coverage under a different carrier to ensure your insurance needs are met.

Type of Event	Approximate Cost	Notes
Wedding	\$92.50-\$94.22	Includes liquor liability at no extra cost. Cancellation insurance is \$10 additional
Event with 100+ people	\$82.50-\$104.22	Includes liquor liability at no extra cost
Events using a tent, DJ, bartender, caterer		Contracted vendor carries insurance. Kendall County Forest Preserve District requires a copy of the Certificate of Insurance from the contractor.

Insurance Carriers	Phone Number	Website
Event Helper	855.493.8368	eventhelper.com
Francis L Dean & Associates	800.745.2409	fdean.com
Markel American Insurance	800.431.1270	markelinsuresfun.com/event

We look forward to hosting your event! Please reach out to us if you have additional questions or need more information about our policies.

Main Office: 630.553.4025

Email: [kcforest@kendallcountyiil.gov](mailto:kcforest@kendallcountyiil.gov)

**KENDALL COUNTY FOREST PRESERVE DISTRICT  
FACILITY RENTAL TERMS AND CONDITIONS**

This License is made on the day listed on the first page of the Rental Contract ("Date of Execution"), between the Kendall County Forest Preserve, a Body Corporate and Politic, 110 West Madison Street, Yorkville, Illinois, 60560, ("Forest Preserve"), and Permittee ("Licensee"), collectively referred to as the "Parties."

In consideration of the grants, covenants, and conditions of this License, IT IS HEREBY AGREED AS FOLLOWS:

**1. Nature of Agreement:**

The Forest Preserve agrees to grant a license to Licensee for the Licensee to utilize the facility on the date and times specified on Page 1 of the Rental Contract, subject to the terms and conditions set forth in this License.

**2. Fee:**

**Shelters:**

The license fee per night for daily use for shelter fees and shall be paid in full 30 days in advance for shelters, and no less than one week in advance for campsites prior to the stay by cash, credit card (2.5% processing fee) or check made payable to the Kendall County Forest Preserve District. If the Licensee cancels the event within less than sixty (60) days for shelters, the District will retain the total license fee.

The District allows a one-time rescheduling of any reservation with the paid rental payment applied to the rescheduled event. All rescheduled events must occur within one calendar year of the date of the original event.

**3. Cancellation:**

It is understood by the Licensee that this License and/or the event may be cancelled at any time, for any reason, by the Forest Preserve, to the extent permitted by law, without any liability to the Licensee. In the event the License and/or the event are cancelled by the Forest Preserve for any reason, all fees paid by the Licensee shall be refunded. If the License and/or event are cancelled by the Licensee, no refund shall be issued unless the cancellation is made in accordance with the timeline set forth in Paragraph 2 above.

**4. Evidence of Insurance:**

Licensee is responsible for producing a Certificate of Insurance and/or purchasing Special Event Insurance for certain types of events listed below.

A Certificate of Insurance listing the District as a Certificate Holder will be submitted to the District no less than ten (10) days prior to the event. Certificate Holder information will include

the following: Kendall County Forest Preserve District 110 W. Madison Street Yorkville, Illinois 60560

A Certificate of Insurance evidencing coverage, or a Special Event Insurance Policy is required for the following types of events:

1. Large Events with Greater than 100 participants.
2. Events where alcohol will be served by a licensed catering firm or bartending service.
3. Events where erection of large tents (10'x12' or more) has been authorized.
4. Sporting or athletic events, competitions, and/or fundraisers (Example: 5K Run/Walks)
5. All corporate-sponsored events.

**5. Limited License:**

This License grants only a contractual license to use the Facility for the sole purpose of the event described on Page 1 of the Rental Contract, under the terms and conditions stated herein, and for no other purpose. Further, the rights granted by the Forest Preserve 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 License shall be construed to convey to Licensee any legal or equitable interest in any Forest Preserve property. It is understood that other areas of the premises and adjacent properties may be licensed to other persons or used by the general public during any of the periods covered by this License. However, the Forest Preserve will not authorize or permit any other licensee to engage in activities that would interfere with Licensee's enjoyment of the right granted under this License.

**6. Caterers:**

Companies on the Forest Preserve's list of approved Caterers have received an annual permit to cater events at Kendall County Forest Preserve District Facilities. Catering businesses not enrolled in the Forest Preserve's Preferred Catering Program may be used if they apply for, and meet the requirements of the Forest Preserve's Preferred Caterer's Program. The Forest Preserve reserves the right to approve or deny any catering business not listed in this License in accordance with the Preferred Catering Program requirements.

**7. Set-up/Clean-up:**

The Licensee is responsible for the set-up, take down, and clean-up of the areas which they use during their Event Date(s), unless otherwise paid for as indicated in Page 1 of the Rental Contract. After the event, Licensee must leave area clean by placing all garbage in the trash and recyclable receptacles and returning tables/chairs to their original positions. Tables inside enclosed buildings may not be moved outside unless specific permission is granted by the District.

Set up, take down and clean up time is included in the requested contract time period noted on Page 1 of the Rental Contract. Should the Licensee require more time to complete cleanup activities following the event, any additional time required will be deducted from the security deposit in thirty (30) and sixty (60) minute increments in accordance with the hourly use schedule for that facility.

**8. "As is" Property:**

The Licensee has inspected the Facility prior to signing this License and accepts the condition of the Facility "as is."

**9. Hazardous Materials:**

Licensee shall not bring any hazardous, radioactive, toxic, or carcinogenic material, substance, pollutant, or contaminant onto any Forest Preserve property.

**10. Pyrotechnics:**

Set off, or attempt to set off or ignite any firecrackers, fireworks, smoke bombs, rockets, black powder guns or other pyrotechnics is strictly prohibited as written in the Forest Preserve's General Use Ordinance.

**11. Horses:**

Horses are permitted only on designated trails within Forest Preserve property.

**12. Alcohol Policy:**

Alcoholic beverages are prohibited on Forest Preserve property with the exception of Ellis House and Meadowhawk Lodge and only in accordance with the Forest Preserve's General Use Regulation Ordinance. Alcoholic beverages may be served at Ellis House and Meadowhawk Lodge only by (a) a caterer enrolled in the Forest Preserve's Preferred Caterer's Program and which possesses a current Class I license in accordance with the Kendall County Liquor Control Ordinance; (b) a not-for-profit corporation or organization that possesses a current Class G or Class J license in accordance with the Kendall County Liquor Control Ordinance; (c) a bartending service business, pre-approved by the Forest Preserve, serving, but not selling, alcoholic beverages and employing BASSET (Beverage and Alcohol Sellers and Servers Education Training) certified alcohol servers in accordance with 235 ILCS 5/6-27.1; or (d) a charitable organization hosting an event wherein alcohol is served, but not sold, by volunteers of the organization. Alcoholic beverages may be consumed only within 250 feet of Ellis House and Meadowhawk Lodge.

**13. Smoking Policy:**

Smoking inside Forest Preserve buildings is strictly prohibited. Smoking on the grounds is permitted in designated areas only.

**14. Food Service:**

Food service must comply with all requirements and regulations of the Illinois Department of Health and/or other governmental bodies having control over such vending operations, including the Kendall County Health and Human Services Department. The vendor shall possess all food and beverage dispensing licenses, taxes, and permits that are required by law.

**15. Fires:**

Fires are allowed only in designated fireplaces and fire rings. It is prohibited to bring in or collect firewood from Forest Preserve property. Firewood must be purchased from the Forest Preserve.

**16. Parking:**

Motor vehicles and bicycles are restricted to roadways and designated parking areas only. Licensee may use the turf areas for additional event and trailer parking provided written approval is received from the District. Any/all damaged turf or ruts caused by Licensee's event shall be repaired either by the Licensee, or at the Licensee's expense. Parking on grass and turf areas is otherwise prohibited.

**17. Pets:**

Dogs are welcome, but must be held on a leash no longer than 10 feet at all times for their safety, that of other visitors, and wildlife. Pets are not allowed in any buildings, except for service animals. Please clean-up after your animal.

**18. Hunting and Fishing:**

Hunting, collecting or damaging plants, animals or fungus is prohibited. Fishing is permitted on Forest Preserve property in accordance with Illinois Department of Natural Resources regulations. Limits are posted. Worms and wax worms are the only live bait allowed. Collecting bait from the preserves is prohibited. Contact Silver Springs State Park at (630) 553-6297 for information on State fishing regulations or visit the IDNR website at [www.dnr.illinois.gov](http://www.dnr.illinois.gov). Swimming, boating, ice fishing and ice skating are not allowed.

**19. Decorations:**

Nails, tacks, staples and tape are not allowed to secure items to any part of a Forest Preserve building. Confetti, rice, and open flamed candles are also prohibited inside Forest Preserve buildings.

**20. Inflatables and Tents:**

Inflatables are prohibited. Tents and canopies are permitted only if using Shelter 1 at Harris Forest Preserve. Tents up to 20x40x15 may be allowed with advance notice only. Pop-up shade canopy structures, up to 12 feet by 12 feet in size, are permitted for use on the turf grass field area at the Harris Forest Preserve arena.

**21. Duty of Care:**

The Licensee agrees to take care of the Facility and not to damage, alter, or change the Facility.

**22. Damages:**

Licensee is responsible for the conduct of their guests. Damage to, or theft of Forest Preserve property caused by the Licensee's group shall be Licensee's responsibility and may be billed to, or deducted from the security deposit of the Licensee. The Forest Preserve will not assume any responsibility for the damage or loss of merchandise, personal articles, or any property of any nature left at the location prior to, during, or following the Event.



**23. Limitation on Liability:**

The Forest Preserve's liability to Licensee shall be limited to a return of the amounts actually paid by Licensee. Licensee hereby waives any and all rights to indirect or consequential damages relating to the use or non-use of Forest Preserve property.

**24. Right of Entry:**

The Forest Preserve reserves the right to enter the Facility for any and all lawful purposes arising from the ownership of the Facility.

**25. Indemnification:**

Licensee shall indemnify, hold harmless and defend with counsel of Forest Preserve's own choosing, Forest Preserve, its past, present and future elected officials, department heads, employees, insurers, and agents (hereinafter collectively referred to as "Releasees") from and against all liability, claims, suits, causes of action, demands, proceedings, set-offs, liens, attachments, debts, expenses, judgments, or other liabilities including costs, reasonable fees and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property, of whatsoever kind or nature as well as for any breach of any covenant in this License and any breach by Licensee of any representations or warranties made within the contract documents (collectively, the "Claims"), to the extent such Claims result from the performance of this contract by Licensee or those Claims are due to any act or omission, neglect, willful acts, errors, omissions or misconduct of Licensee or their guests in their performance under this License or while on Forest Preserve property. Nothing contained herein shall be construed as prohibiting Releasees from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. No attorney may be assigned to represent the Releasees pursuant to this Section of the License unless the attorney has been approved in writing by the Kendall County State's Attorney. Releasees' participation in its defense shall not remove Licensee's duty to indemnify, defend, and hold Releasees harmless, as set forth above. Releasees do not waive their defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) by reason of this indemnification provision. Indemnification shall survive the termination of this Licenses.

**26. Anti-Discrimination Compliance:**

Licensee, their 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.

**27. Conflict of Interest:**

Both parties affirm no Kendall County Forest Preserve officer or elected official has a direct or indirect pecuniary interest in Licensee or this License, or, if any Kendall County Forest Preserve

officer or elected official does have a direct or indirect pecuniary interest in Licensee or this License, that interest, and the procedure followed to effectuate this License has and will comply with 50 ILCS 105/3.

**28. Assignment:**

This License is not assignable or transferable to any person, company, or corporation, in whole or in part. Any attempt to assign or so transfer shall be void and without legal effect and shall constitute grounds for immediate termination of the license.

**29. No Joint Venture:**

It is understood and agreed that Licensee is not an employee of, partner of, agent of, or in a joint venture with the Forest Preserve for any purpose.

**30. Legal Compliance:**

Licensee and their guests shall not engage in any unlawful activity while on Forest Preserve property. All activity conducted by Licensee and their guests on Forest Preserve property shall comply with all applicable laws, statutes, rules, regulations, and ordinances.

**31. Venue:** This License shall be interpreted and enforced under the laws of the State of Illinois, and the parties agree that the venue for any legal proceeding between them shall be Kendall County, Twenty-Third Judicial Circuit, State of Illinois.

**32. Legal Remedies:** In any action with respect to this License, the parties are free to pursue any legal remedies at law or in equity. If the Forest Preserve is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this License, and by reason thereof, the Forest Preserve is required to use the services of an attorney, then the Forest Preserve shall be entitled to reasonable attorneys' fees, court costs, expenses and expert witness fees incurred by the Forest Preserve pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.

**33. Severability:**

If any provision of this License shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this License is invalid or unenforceable, but that by limiting such provision it becomes valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**34. Waiver:**

The waiver of one breach of any term, condition, covenant or obligation of this License shall not be considered to be a waiver of that or any other term, condition, covenant or obligation or of any subsequent breach thereof.

**35. Notice:**

Any notice required or permitted to be given pursuant to this License shall be duly given if sent by certified mail or personal service and received. Notice should be sent to the following parties:

Forest Preserve, send to:

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

Licensee, per information provided on first page of the Rental Contract.

**36. Entire Agreement:**

This License represents the entire agreement between the parties, and there are no other promises or conditions in any other agreement whether oral or written. This License supersedes any prior written or oral agreements between the parties and may not be modified except in writing acknowledged by both parties.

**37. Authority:**

Each party represents and warrants that their representative, whose signature appears below, has the power and authority to enter into this License and to obligate the party to the terms of this License.

Licensee:

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

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



**KENDALL COUNTY FOREST PRESERVE DISTRICT  
FACILITY RENTAL TERMS AND CONDITIONS**

This License is made on the day listed on the first page of the Rental Contract (“Date of Execution”), between the Kendall County Forest Preserve, a Body Corporate and Politic, 110 West Madison Street, Yorkville, Illinois, 60560, (“Forest Preserve”), and Permittee (“Licensee”), collectively referred to as the “Parties.”

In consideration of the grants, covenants, and conditions of this License, IT IS HEREBY AGREED AS FOLLOWS:

**1. Nature of Agreement:**

The Forest Preserve agrees to grant a license to Licensee for the Licensee to utilize the facility on the date and times specified on Page 1 of the Rental Contract, subject to the terms and conditions set forth in this License.

**2. Fee and Security Deposit:**

**Ellis House:**

A security deposit shall be made prior to, or shall accompany the return of the signed contract to the Forest Preserve. For wedding events, the security deposit is \$1,000.00. For all other events, security deposit is 50% of the rental fee. Security deposit shall be cash, credit card (2.5% processing fee) or check made payable to the Kendall County Forest Preserve District.

The total event license fee (separate and apart from the security deposit) is dependent on the type of facility reserved and the length of time facility is reserved. Payment of fifty percent (50%) of the event license fee is due six (6) months prior to the Event Date, or at the time of booking if less than (6) months prior to the event date, with the remaining balance due thirty (30) days prior to the event. Requests for a change to the Event date made earlier than six (6) months prior to the original event date may be accommodated based on venue availability without penalty. If the Licensee cancels the event following the date that the Forest Preserve and Licensee enter into this License, and inclusive of the timeframe beginning on the date both parties enter this License and extending up to six (6) months prior to the Event Date, the Forest Preserve will retain one hundred percent (100%) of the Licensee security deposit. In cases where the Licensee’s cancellation notice is received less than six (6) months prior to the Event Date, the Forest Preserve will retain the entire security deposit, plus fifty percent (50%) of the event license fee. The Security Deposit will be refunded within thirty (30) business days following the event provided the Forest Preserve does not need to address property damage, excessive cleaning, or any outstanding balance due.

**3. Cancellation:**

It is understood by the Licensee that this License and/or the event may be cancelled at any time, for any reason, by the Forest Preserve, to the extent permitted by law, without any liability to the Licensee. In the event the License and/or the event are cancelled by the Forest Preserve for

any reason, all fees paid by the Licensee shall be refunded. If the License and/or event are cancelled by the Licensee, no refund shall be issued unless the cancellation is made in accordance with the timeline set forth in Paragraph 2 above.

**4. Evidence of Insurance:**

Licensee is responsible for producing a Certificate of Insurance and/or purchasing Special Event Insurance for certain types of events listed below.

A Certificate of Insurance listing the District as a Certificate Holder will be submitted to the District no less than ten (10) days prior to the event. Certificate Holder information will include the following: Kendall County Forest Preserve District 110 W. Madison Street Yorkville, Illinois 60560

A Certificate of Insurance evidencing coverage, or a Special Event Insurance Policy is required for the following types of events:

1. Large Events with Greater than 100 participants.
2. Events where alcohol will be served by a licensed catering firm or bartending service.
3. Events where erection of large tents (10'x12' or more) has been authorized.
4. Sporting or athletic events, competitions, and/or fundraisers (Example: 5K Run/Walks)
5. All corporate-sponsored events.

**5. Limited License:**

This License grants only a contractual license to use the Facility for the sole purpose of the event described on Page 1 of the Rental Contract, under the terms and conditions stated herein, and for no other purpose. Further, the rights granted by the Forest Preserve 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 License shall be construed to convey to Licensee any legal or equitable interest in any Forest Preserve property. It is understood that other areas of the premises and adjacent properties may be licensed to other persons or used by the general public during any of the periods covered by this License. However, the Forest Preserve will not authorize or permit any other licensee to engage in activities that would interfere with Licensee's enjoyment of the right granted under this License.

**6. Caterers:**

Companies on the Forest Preserve's list of approved Caterers have received an annual permit to cater events at Kendall County Forest Preserve District Facilities. Catering businesses not enrolled in the Forest Preserve's Preferred Catering Program may be used if they apply for, and meet the requirements of the Forest Preserve's Preferred Caterer's Program. The Forest Preserve reserves the right to approve or deny any catering business not listed in this License in accordance with the Preferred Catering Program requirements.

**7. Set-up/Clean-up:**

The Licensee is responsible for the set-up, take down, and clean-up of the areas which they use during their Event Date(s), unless otherwise paid for as indicated in Page 1 of the Rental Contract. After the event, Licensee must leave area clean by placing all garbage in the trash and recyclable receptacles and returning tables/chairs to their original positions. Tables inside enclosed buildings may not be moved outside unless specific permission is granted by the District.

Set up, take down and clean up time is included in the requested contract time period noted on Page 1 of the Rental Contract. Should the Licensee require more time to complete cleanup activities following the event, any additional time required will be deducted from the security deposit in thirty (30) and sixty (60) minute increments in accordance with the hourly use schedule for that facility.

**8. "As is" Property:**

The Licensee has inspected the Facility prior to signing this License and accepts the condition of the Facility "as is."

**9. Hazardous Materials:**

Licensee shall not bring any hazardous, radioactive, toxic, or carcinogenic material, substance, pollutant, or contaminant onto any Forest Preserve property.

**10. Pyrotechnics:**

Set off, or attempt to set off or ignite any firecrackers, fireworks, smoke bombs, rockets, black powder guns or other pyrotechnics is strictly prohibited as written in the Forest Preserve's General Use Ordinance.

**11. Horses:**

Horses are permitted only on designated trails within Forest Preserve property.

**12. Alcohol Policy:**

Alcoholic beverages are prohibited on Forest Preserve property with the exception of Ellis House and Meadowhawk Lodge and only in accordance with the Forest Preserve's General Use Regulation Ordinance. Alcoholic beverages may be served at Ellis House and Meadowhawk Lodge only by (a) a caterer enrolled in the Forest Preserve's Preferred Caterer's Program and which possesses a current Class I license in accordance with the Kendall County Liquor Control Ordinance; (b) a not-for-profit corporation or organization that possesses a current Class G or Class J license in accordance with the Kendall County Liquor Control Ordinance; (c) a bartending service business, pre-approved by the Forest Preserve, serving, but not selling, alcoholic beverages and employing BASSET (Beverage and Alcohol Sellers and Servers Education Training) certified alcohol servers in accordance with 235 ILCS 5/6-27.1; or (d) a charitable organization hosting an event wherein alcohol is served, but not sold, by volunteers of the organization. Alcoholic beverages may be consumed only within 250 feet of Ellis House and Meadowhawk Lodge.

**13. Smoking Policy:**

Smoking inside Forest Preserve buildings is strictly prohibited. Smoking on the grounds is permitted in designated areas only.

**14. Food Service:**

Food service must comply with all requirements and regulations of the Illinois Department of Health and/or other governmental bodies having control over such vending operations, including the Kendall County Health and Human Services Department. The vendor shall possess all food and beverage dispensing licenses, taxes, and permits that are required by law.

**15. Fires:**

Fires are allowed only in designated fireplaces and fire rings. It is prohibited to bring in or collect firewood from Forest Preserve property. Firewood must be purchased from the Forest Preserve.

**16. Parking:**

Motor vehicles and bicycles are restricted to roadways and designated parking areas only. Licensee may use the turf areas for additional event and trailer parking provided written approval is received from the District. Any/all damaged turf or ruts caused by Licensee's event shall be repaired either by the Licensee, or at the Licensee's expense. Parking on grass and turf areas is otherwise prohibited.

**17. Pets:**

Dogs are welcome, but must be held on a leash no longer than 10 feet at all times for their safety, that of other visitors, and wildlife. Pets are not allowed in any buildings, except for service animals. Please clean-up after your animal.

**18. Hunting and Fishing:**

Hunting, collecting or damaging plants, animals or fungus is prohibited. Fishing is permitted on Forest Preserve property in accordance with Illinois Department of Natural Resources regulations. Limits are posted. Worms and wax worms are the only live bait allowed. Collecting bait from the preserves is prohibited. Contact Silver Springs State Park at (630) 553-6297 for information on State fishing regulations or visit the IDNR website at [www.dnr.illinois.gov](http://www.dnr.illinois.gov). Swimming, boating, ice fishing and ice skating are not allowed.

**19. Decorations:**

Nails, tacks, staples and tape are not allowed to secure items to any part of a Forest Preserve building. Confetti, rice, and open flamed candles are also prohibited inside Forest Preserve buildings.

**20. Inflatables and Tents:**

Inflatables are prohibited. Tents and canopies are permitted only if using Shelter 1 at Harris Forest Preserve. Tents up to 20x40x15 may be allowed with advance notice only. Pop-up shade canopy structures, up to 12 feet by 12 feet in size, are permitted for use on the turf grass field area at the Harris Forest Preserve arena.



**21. Duty of Care:**

The Licensee agrees to take care of the Facility and not to damage, alter, or change the Facility.

**22. Damages:**

Licensee is responsible for the conduct of their guests. Damage to, or theft of Forest Preserve property caused by the Licensee's group shall be Licensee's responsibility and may be billed to, or deducted from the security deposit of the Licensee. The Forest Preserve will not assume any responsibility for the damage or loss of merchandise, personal articles, or any property of any nature left at the location prior to, during, or following the Event.

**23. Limitation on Liability:**

The Forest Preserve's liability to Licensee shall be limited to a return of the amounts actually paid by Licensee. Licensee hereby waives any and all rights to indirect or consequential damages relating to the use or non-use of Forest Preserve property.

**24. Right of Entry:**

The Forest Preserve reserves the right to enter the Facility for any and all lawful purposes arising from the ownership of the Facility.

**25. Indemnification:**

Licensee shall indemnify, hold harmless and defend with counsel of Forest Preserve's own choosing, Forest Preserve, its past, present and future elected officials, department heads, employees, insurers, and agents (hereinafter collectively referred to as "Releasees") from and against all liability, claims, suits, causes of action, demands, proceedings, set-offs, liens, attachments, debts, expenses, judgments, or other liabilities including costs, reasonable fees and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property, of whatsoever kind or nature as well as for any breach of any covenant in this License and any breach by Licensee of any representations or warranties made within the contract documents (collectively, the "Claims"), to the extent such Claims result from the performance of this contract by Licensee or those Claims are due to any act or omission, neglect, willful acts, errors, omissions or misconduct of Licensee or their guests in their performance under this License or while on Forest Preserve property. Nothing contained herein shall be construed as prohibiting Releasees from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. No attorney may be assigned to represent the Releasees pursuant to this Section of the License unless the attorney has been approved in writing by the Kendall County State's Attorney. Releasees' participation in its defense shall not remove Licensee's duty to indemnify, defend, and hold Releasees harmless, as set forth above. Releasees do not waive their defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) by reason of this indemnification provision. Indemnification shall survive the termination of this Licenses.

**26. Anti-Discrimination Compliance:**

Licensee, their 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.

**27. Conflict of Interest:**

Both parties affirm no Kendall County Forest Preserve officer or elected official has a direct or indirect pecuniary interest in Licensee or this License, or, if any Kendall County Forest Preserve officer or elected official does have a direct or indirect pecuniary interest in Licensee or this License, that interest, and the procedure followed to effectuate this License has and will comply with 50 ILCS 105/3.

**28. Assignment:**

This License is not assignable or transferable to any person, company, or corporation, in whole or in part. Any attempt to assign or so transfer shall be void and without legal effect and shall constitute grounds for immediate termination of the license.

**29. No Joint Venture:**

It is understood and agreed that Licensee is not an employee of, partner of, agent of, or in a joint venture with the Forest Preserve for any purpose.

**30. Legal Compliance:**

Licensee and their guests shall not engage in any unlawful activity while on Forest Preserve property. All activity conducted by Licensee and their guests on Forest Preserve property shall comply with all applicable laws, statutes, rules, regulations, and ordinances.

**31. Venue:** This License shall be interpreted and enforced under the laws of the State of Illinois, and the parties agree that the venue for any legal proceeding between them shall be Kendall County, Twenty-Third Judicial Circuit, State of Illinois.

**32. Legal Remedies:** In any action with respect to this License, the parties are free to pursue any legal remedies at law or in equity. If the Forest Preserve is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this License, and by reason thereof, the Forest Preserve is required to use the services of an attorney, then the Forest Preserve shall be entitled to reasonable attorneys' fees, court costs, expenses and expert witness fees incurred by the Forest Preserve pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.

**33. Severability:**

If any provision of this License shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this License is invalid or unenforceable, but that by limiting such provision it becomes valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**34. Waiver:**

The waiver of one breach of any term, condition, covenant or obligation of this License shall not be considered to be a waiver of that or any other term, condition, covenant or obligation or of any subsequent breach thereof.

**35. Notice:**

Any notice required or permitted to be given pursuant to this License shall be duly given if sent by certified mail or personal service and received. Notice should be sent to the following parties:

Forest Preserve, send to:

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

Licensee, per information provided on first page of the Rental Contract.

**36. Entire Agreement:**

This License represents the entire agreement between the parties, and there are no other promises or conditions in any other agreement whether oral or written. This License supersedes any prior written or oral agreements between the parties and may not be modified except in writing acknowledged by both parties.

**37. Authority:**

Each party represents and warrants that their representative, whose signature appears below, has the power and authority to enter into this License and to obligate the party to the terms of this License.

Licensee:

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

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



**KENDALL COUNTY FOREST PRESERVE DISTRICT  
FACILITY RENTAL TERMS AND CONDITIONS**

This License is made on the day listed on the first page of the Rental Contract ("Date of Execution"), between the Kendall County Forest Preserve, a Body Corporate and Politic, 110 West Madison Street, Yorkville, Illinois, 60560, ("Forest Preserve"), and Permittee ("Licensee"), collectively referred to as the "Parties."

In consideration of the grants, covenants, and conditions of this License, IT IS HEREBY AGREED AS FOLLOWS:

**1. Nature of Agreement:**

The Forest Preserve agrees to grant a license to Licensee for the Licensee to utilize the facility on the date and times specified on Page 1 of the Rental Contract, subject to the terms and conditions set forth in this License.

**2. Fee and Security Deposit:**

**Meadowhawk Lodge:**

A security deposit shall be made prior to, or shall accompany the return of the signed contract to the Forest Preserve. For wedding events, the security deposit is \$950.00. For all other events, security deposit is 50% of the rental fee. Security deposit shall be cash, credit card (2.5% processing fee) or check made payable to the Kendall County Forest Preserve District.

The total event license fee (separate and apart from the security deposit) is dependent on the type of facility reserved and the length of time facility is reserved. Payment of one hundred percent (100%) of the event license fee is due thirty (30) days prior to the Event Date, or at the time of booking if less than thirty (30) days prior to the event date. Requests for a change to the Event date made earlier than six (6) months prior to the original event date may be accommodated based on venue availability without penalty. If the Licensee cancels the event following the date that the Forest Preserve and Licensee enter into this License, and inclusive of the timeframe beginning on the date both parties enter this License and extending up to sixty (60) days prior to the Event Date, the Forest Preserve will retain 50% of the security deposit paid. In cases where the Licensee's cancellation notice is received less than sixty (60) days prior to the Event Date, the Forest Preserve will retain the entire security deposit paid.

The District allows a one-time rescheduling of any reservation with the paid security deposit and rental payment applied to the rescheduled event. All rescheduled events must occur within one calendar year of the date of the original event. There will be a \$25.00 rescheduling fee applied.

The Security Deposit will be refunded within thirty (30) business days following the event provided the Forest Preserve does not need to address property damage, excessive cleaning, or any outstanding balance due.

**3. Cancellation:**

It is understood by the Licensee that this License and/or the event may be cancelled at any time, for any reason, by the Forest Preserve, to the extent permitted by law, without any liability to the Licensee. In the event the License and/or the event are cancelled by the Forest Preserve for any reason, all fees paid by the Licensee shall be refunded. If the License and/or event are cancelled by the Licensee, no refund shall be issued unless the cancellation is made in accordance with the timeline set forth in Paragraph 2 above.

**4. Evidence of Insurance:**

Licensee is responsible for producing a Certificate of Insurance and/or purchasing Special Event Insurance for certain types of events listed below.

A Certificate of Insurance listing the District as a Certificate Holder will be submitted to the District no less than ten (10) days prior to the event. Certificate Holder information will include the following: Kendall County Forest Preserve District 110 W. Madison Street Yorkville, Illinois 60560

A Certificate of Insurance evidencing coverage, or a Special Event Insurance Policy is required for the following types of events:

1. Large Events with Greater than 100 participants.
2. Events where alcohol will be served by a licensed catering firm or bartending service.
3. Events where erection of large tents (10'x12' or more) has been authorized.
4. Sporting or athletic events, competitions, and/or fundraisers (Example: 5K Run/Walks)
5. All corporate-sponsored events.

**5. Limited License:**

This License grants only a contractual license to use the Facility for the sole purpose of the event described on Page 1 of the Rental Contract, under the terms and conditions stated herein, and for no other purpose. Further, the rights granted by the Forest Preserve 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 License shall be construed to convey to Licensee any legal or equitable interest in any Forest Preserve property. It is understood that other areas of the premises and adjacent properties may be licensed to other persons or used by the general public during any of the periods covered by this License. However, the Forest Preserve will not authorize or permit any other licensee to engage in activities that would interfere with Licensee's enjoyment of the right granted under this License.

**6. Caterers:**

Companies on the Forest Preserve's list of approved Caterers have received an annual permit to cater events at Kendall County Forest Preserve District Facilities. Catering businesses not enrolled in the Forest Preserve's Preferred Catering Program may be used if they apply for, and meet the requirements of the Forest Preserve's Preferred Caterer's Program. The Forest Preserve reserves

the right to approve or deny any catering business not listed in this License in accordance with the Preferred Catering Program requirements.

**7. Set-up/Clean-up:**

The Licensee is responsible for the set-up, take down, and clean-up of the areas which they use during their Event Date(s), unless otherwise paid for as indicated in Page 1 of the Rental Contract. After the event, Licensee must leave area clean by placing all garbage in the trash and recyclable receptacles and returning tables/chairs to their original positions. Tables inside enclosed buildings may not be moved outside unless specific permission is granted by the District.

Set up, take down and clean up time is included in the requested contract time period noted on Page 1 of the Rental Contract. Should the Licensee require more time to complete cleanup activities following the event, any additional time required will be deducted from the security deposit in thirty (30) and sixty (60) minute increments in accordance with the hourly use schedule for that facility.

**8. "As is" Property:**

The Licensee has inspected the Facility prior to signing this License and accepts the condition of the Facility "as is."

**9. Hazardous Materials:**

Licensee shall not bring any hazardous, radioactive, toxic, or carcinogenic material, substance, pollutant, or contaminant onto any Forest Preserve property.

**10. Pyrotechnics:**

Set off, or attempt to set off or ignite any firecrackers, fireworks, smoke bombs, rockets, black powder guns or other pyrotechnics is strictly prohibited as written in the Forest Preserve's General Use Ordinance.

**11. Horses:**

Horses are permitted only on designated trails within Forest Preserve property.

**12. Alcohol Policy:**

Alcoholic beverages are prohibited on Forest Preserve property with the exception of Ellis House and Meadowhawk Lodge and only in accordance with the Forest Preserve's General Use Regulation Ordinance. Alcoholic beverages may be served at Ellis House and Meadowhawk Lodge only by (a) a caterer enrolled in the Forest Preserve's Preferred Caterer's Program and which possesses a current Class I license in accordance with the Kendall County Liquor Control Ordinance; (b) a not-for-profit corporation or organization that possesses a current Class G or Class J license in accordance with the Kendall County Liquor Control Ordinance; (c) a bartending service business, pre-approved by the Forest Preserve, serving, but not selling, alcoholic beverages and employing BASSET (Beverage and Alcohol Sellers and Servers Education Training) certified alcohol servers in accordance with 235 ILCS 5/6-27.1; or (d) a charitable organization hosting an event wherein alcohol is served, but not sold, by volunteers of the organization.

Alcoholic beverages may be consumed only within 250 feet of Ellis House and Meadowhawk Lodge.

**13. Smoking Policy:**

Smoking inside Forest Preserve buildings is strictly prohibited. Smoking on the grounds is permitted in designated areas only.

**14. Food Service:**

Food service must comply with all requirements and regulations of the Illinois Department of Health and/or other governmental bodies having control over such vending operations, including the Kendall County Health and Human Services Department. The vendor shall possess all food and beverage dispensing licenses, taxes, and permits that are required by law.

**15. Fires:**

Fires are allowed only in designated fireplaces and fire rings. It is prohibited to bring in or collect firewood from Forest Preserve property. Firewood must be purchased from the Forest Preserve.

**16. Parking:**

Motor vehicles and bicycles are restricted to roadways and designated parking areas only. Licensee may use the turf areas for additional event and trailer parking provided written approval is received from the District. Any/all damaged turf or ruts caused by Licensee's event shall be repaired either by the Licensee, or at the Licensee's expense. Parking on grass and turf areas is otherwise prohibited.

**17. Pets:**

Dogs are welcome, but must be held on a leash no longer than 10 feet at all times for their safety, that of other visitors, and wildlife. Pets are not allowed in any buildings, except for service animals. Please clean-up after your animal.

**18. Hunting and Fishing:**

Hunting, collecting or damaging plants, animals or fungus is prohibited. Fishing is permitted on Forest Preserve property in accordance with Illinois Department of Natural Resources regulations. Limits are posted. Worms and wax worms are the only live bait allowed. Collecting bait from the preserves is prohibited. Contact Silver Springs State Park at (630) 553-6297 for information on State fishing regulations or visit the IDNR website at [www.dnr.illinois.gov](http://www.dnr.illinois.gov). Swimming, boating, ice fishing and ice skating are not allowed.

**19. Decorations:**

Nails, tacks, staples and tape are not allowed to secure items to any part of a Forest Preserve building. Confetti, rice, and open flamed candles are also prohibited inside Forest Preserve buildings.

**20. Inflatables and Tents:**



Inflatables are prohibited. Tents and canopies are permitted only if using Shelter 1 at Harris Forest Preserve. Tents up to 20x40x15 may be allowed with advance notice only. Pop-up shade canopy structures, up to 12 feet by 12 feet in size, are permitted for use on the turf grass field area at the Harris Forest Preserve arena.

**21. Duty of Care:**

The Licensee agrees to take care of the Facility and not to damage, alter, or change the Facility.

**22. Damages:**

Licensee is responsible for the conduct of their guests. Damage to, or theft of Forest Preserve property caused by the Licensee's group shall be Licensee's responsibility and may be billed to, or deducted from the security deposit of the Licensee. The Forest Preserve will not assume any responsibility for the damage or loss of merchandise, personal articles, or any property of any nature left at the location prior to, during, or following the Event.

**23. Limitation on Liability:**

The Forest Preserve's liability to Licensee shall be limited to a return of the amounts actually paid by Licensee. Licensee hereby waives any and all rights to indirect or consequential damages relating to the use or non-use of Forest Preserve property.

**24. Right of Entry:**

The Forest Preserve reserves the right to enter the Facility for any and all lawful purposes arising from the ownership of the Facility.

**25. Indemnification:**

Licensee shall indemnify, hold harmless and defend with counsel of Forest Preserve's own choosing, Forest Preserve, its past, present and future elected officials, department heads, employees, insurers, and agents (hereinafter collectively referred to as "Releasees") from and against all liability, claims, suits, causes of action, demands, proceedings, set-offs, liens, attachments, debts, expenses, judgments, or other liabilities including costs, reasonable fees and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property, of whatsoever kind or nature as well as for any breach of any covenant in this License and any breach by Licensee of any representations or warranties made within the contract documents (collectively, the "Claims"), to the extent such Claims result from the performance of this contract by Licensee or those Claims are due to any act or omission, neglect, willful acts, errors, omissions or misconduct of Licensee or their guests in their performance under this License or while on Forest Preserve property. Nothing contained herein shall be construed as prohibiting Releasees from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. No attorney may be assigned to represent the Releasees pursuant to this Section of the License unless the attorney has been approved in writing by the Kendall County State's Attorney. Releasees' participation in its defense shall not remove Licensee's duty to indemnify, defend, and hold Releasees harmless, as set forth above. Releasees do not waive their defenses or immunities under the Local

Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) by reason of this indemnification provision. Indemnification shall survive the termination of this Licenses.

**26. Anti-Discrimination Compliance:**

Licensee, their 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.

**27. Conflict of Interest:**

Both parties affirm no Kendall County Forest Preserve officer or elected official has a direct or indirect pecuniary interest in Licensee or this License, or, if any Kendall County Forest Preserve officer or elected official does have a direct or indirect pecuniary interest in Licensee or this License, that interest, and the procedure followed to effectuate this License has and will comply with 50 ILCS 105/3.

**28. Assignment:**

This License is not assignable or transferable to any person, company, or corporation, in whole or in part. Any attempt to assign or so transfer shall be void and without legal effect and shall constitute grounds for immediate termination of the license.

**29. No Joint Venture:**

It is understood and agreed that Licensee is not an employee of, partner of, agent of, or in a joint venture with the Forest Preserve for any purpose.

**30. Legal Compliance:**

Licensee and their guests shall not engage in any unlawful activity while on Forest Preserve property. All activity conducted by Licensee and their guests on Forest Preserve property shall comply with all applicable laws, statutes, rules, regulations, and ordinances.

**31. Venue:** This License shall be interpreted and enforced under the laws of the State of Illinois, and the parties agree that the venue for any legal proceeding between them shall be Kendall County, Twenty-Third Judicial Circuit, State of Illinois.

**32. Legal Remedies:** In any action with respect to this License, the parties are free to pursue any legal remedies at law or in equity. If the Forest Preserve is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this License, and by reason thereof, the Forest Preserve is required to use the services of an attorney, then the Forest Preserve shall be entitled to reasonable attorneys' fees, court costs, expenses and expert witness fees incurred by the Forest Preserve pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.

**33. Severability:**

If any provision of this License shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this License is invalid or unenforceable, but that by limiting such provision it becomes valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**34. Waiver:**

The waiver of one breach of any term, condition, covenant or obligation of this License shall not be considered to be a waiver of that or any other term, condition, covenant or obligation or of any subsequent breach thereof.

**35. Notice:**

Any notice required or permitted to be given pursuant to this License shall be duly given if sent by certified mail or personal service and received. Notice should be sent to the following parties:

Forest Preserve, send to:

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

Licensee, per information provided on first page of the Rental Contract.

**36. Entire Agreement:**

This License represents the entire agreement between the parties, and there are no other promises or conditions in any other agreement whether oral or written. This License supersedes any prior written or oral agreements between the parties and may not be modified except in writing acknowledged by both parties.

**37. Authority:**

Each party represents and warrants that their representative, whose signature appears below, has the power and authority to enter into this License and to obligate the party to the terms of this License.

Licensee:

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

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



**KENDALL COUNTY FOREST PRESERVE DISTRICT  
FACILITY RENTAL TERMS AND CONDITIONS**

This License is made on the day listed on the first page of the Rental Contract (“Date of Execution”), between the Kendall County Forest Preserve, a Body Corporate and Politic, 110 West Madison Street, Yorkville, Illinois, 60560, (“Forest Preserve”), and Permittee (“Licensee”), collectively referred to as the “Parties.”

In consideration of the grants, covenants, and conditions of this License, IT IS HEREBY AGREED AS FOLLOWS:

**1. Nature of Agreement:**

The Forest Preserve agrees to grant a license to Licensee for the Licensee to utilize the facility on the date and times specified on Page 1 of the Rental Contract, subject to the terms and conditions set forth in this License.

**2. Fee and Security Deposit:**

**Bunkhouses:**

A security deposit of \$100 shall be made prior to, or shall accompany the return of this signed contract to the Forest Preserve. Security deposit shall be cash, credit card (2.5% processing fee) or check made payable to the Kendall County Forest Preserve District. The license fee (separate and apart from the security deposit) shall be paid in full forty five (45) days prior to the stay. If the Licensee cancels the stay at least thirty (30) days prior to the stay, the District will retain one hundred percent (100%) of the security deposit. If the Licensee cancels the stay less than thirty (30) days prior to the stay, the District will refund the entire security deposit but will retain the total license fee.

The District allows a one-time rescheduling of any reservation with the paid security deposit and rental payment applied to the rescheduled event. All rescheduled events must occur within one calendar year of the date of the original event. There will be a \$25.00 rescheduling fee applied.

The Security Deposit will be refunded within thirty (30) business days following the stay provided the District does not need to address property damage, excessive cleaning, or any outstanding balance.

**3. Cancellation:**

It is understood by the Licensee that this License and/or the event may be cancelled at any time, for any reason, by the Forest Preserve, to the extent permitted by law, without any liability to the Licensee. In the event the License and/or the event are cancelled by the Forest Preserve for any reason, all fees paid by the Licensee shall be refunded. If the License and/or event are cancelled by the Licensee, no refund shall be issued unless the cancellation is made in accordance with the timeline set forth in Paragraph 2 above.

**4. Evidence of Insurance:**

Licensee is responsible for producing a Certificate of Insurance and/or purchasing Special Event Insurance for certain types of events listed below.

A Certificate of Insurance listing the District as a Certificate Holder will be submitted to the District no less than ten (10) days prior to the event. Certificate Holder information will include the following: Kendall County Forest Preserve District 110 W. Madison Street Yorkville, Illinois 60560

A Certificate of Insurance evidencing coverage, or a Special Event Insurance Policy is required for the following types of events:

1. Large Events with Greater than 100 participants.
2. Events where alcohol will be served by a licensed catering firm or bartending service.
3. Events where erection of large tents (10'x12' or more) has been authorized.
4. Sporting or athletic events, competitions, and/or fundraisers (Example: 5K Run/Walks)
5. All corporate-sponsored events.

**5. Limited License:**

This License grants only a contractual license to use the Facility for the sole purpose of the event described on Page 1 of the Rental Contract, under the terms and conditions stated herein, and for no other purpose. Further, the rights granted by the Forest Preserve 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 License shall be construed to convey to Licensee any legal or equitable interest in any Forest Preserve property. It is understood that other areas of the premises and adjacent properties may be licensed to other persons or used by the general public during any of the periods covered by this License. However, the Forest Preserve will not authorize or permit any other licensee to engage in activities that would interfere with Licensee's enjoyment of the right granted under this License.

**6. Caterers:**

Companies on the Forest Preserve's list of approved Caterers have received an annual permit to cater events at Kendall County Forest Preserve District Facilities. Catering businesses not enrolled in the Forest Preserve's Preferred Catering Program may be used if they apply for, and meet the requirements of the Forest Preserve's Preferred Caterer's Program. The Forest Preserve reserves the right to approve or deny any catering business not listed in this License in accordance with the Preferred Catering Program requirements.

**7. Set-up/Clean-up:**

The Licensee is responsible for the set-up, take down, and clean-up of the areas which they use during their Event Date(s), unless otherwise paid for as indicated in Page 1 of the Rental Contract. After the event, Licensee must leave area clean by placing all garbage in the trash and recyclable

receptacles and returning tables/chairs to their original positions. Tables inside enclosed buildings may not be moved outside unless specific permission is granted by the District.

Set up, take down and clean up time is included in the requested contract time period noted on Page 1 of the Rental Contract. Should the Licensee require more time to complete cleanup activities following the event, any additional time required will be deducted from the security deposit in thirty (30) and sixty (60) minute increments in accordance with the hourly use schedule for that facility.

**8. "As is" Property:**

The Licensee has inspected the Facility prior to signing this License and accepts the condition of the Facility "as is."

**9. Hazardous Materials:**

Licensee shall not bring any hazardous, radioactive, toxic, or carcinogenic material, substance, pollutant, or contaminant onto any Forest Preserve property.

**10. Pyrotechnics:**

Set off, or attempt to set off or ignite any firecrackers, fireworks, smoke bombs, rockets, black powder guns or other pyrotechnics is strictly prohibited as written in the Forest Preserve's General Use Ordinance.

**11. Horses:**

Horses are permitted only on designated trails within Forest Preserve property.

**12. Alcohol Policy:**

Alcoholic beverages are prohibited on Forest Preserve property with the exception of Ellis House and Meadowhawk Lodge and only in accordance with the Forest Preserve's General Use Regulation Ordinance. Alcoholic beverages may be served at Ellis House and Meadowhawk Lodge only by (a) a caterer enrolled in the Forest Preserve's Preferred Caterer's Program and which possesses a current Class I license in accordance with the Kendall County Liquor Control Ordinance; (b) a not-for-profit corporation or organization that possesses a current Class G or Class J license in accordance with the Kendall County Liquor Control Ordinance; (c) a bartending service business, pre-approved by the Forest Preserve, serving, but not selling, alcoholic beverages and employing BASSET (Beverage and Alcohol Sellers and Servers Education Training) certified alcohol servers in accordance with 235 ILCS 5/6-27.1; or (d) a charitable organization hosting an event wherein alcohol is served, but not sold, by volunteers of the organization. Alcoholic beverages may be consumed only within 250 feet of Ellis House and Meadowhawk Lodge.

**13. Smoking Policy:**

Smoking inside Forest Preserve buildings is strictly prohibited. Smoking on the grounds is permitted in designated areas only.

**14. Food Service:**

Food service must comply with all requirements and regulations of the Illinois Department of Health and/or other governmental bodies having control over such vending operations, including the Kendall County Health and Human Services Department. The vendor shall possess all food and beverage dispensing licenses, taxes, and permits that are required by law.

**15. Fires:**

Fires are allowed only in designated fireplaces and fire rings. It is prohibited to bring in or collect firewood from Forest Preserve property. Firewood must be purchased from the Forest Preserve.

**16. Parking:**

Motor vehicles and bicycles are restricted to roadways and designated parking areas only. Licensee may use the turf areas for additional event and trailer parking provided written approval is received from the District. Any/all damaged turf or ruts caused by Licensee's event shall be repaired either by the Licensee, or at the Licensee's expense. Parking on grass and turf areas is otherwise prohibited.

**17. Pets:**

Dogs are welcome, but must be held on a leash no longer than 10 feet at all times for their safety, that of other visitors, and wildlife. Pets are not allowed in any buildings, except for service animals. Please clean-up after your animal.

**18. Hunting and Fishing:**

Hunting, collecting or damaging plants, animals or fungus is prohibited. Fishing is permitted on Forest Preserve property in accordance with Illinois Department of Natural Resources regulations. Limits are posted. Worms and wax worms are the only live bait allowed. Collecting bait from the preserves is prohibited. Contact Silver Springs State Park at (630) 553-6297 for information on State fishing regulations or visit the IDNR website at [www.dnr.illinois.gov](http://www.dnr.illinois.gov). Swimming, boating, ice fishing and ice skating are not allowed.

**19. Decorations:**

Nails, tacks, staples and tape are not allowed to secure items to any part of a Forest Preserve building. Confetti, rice, and open flamed candles are also prohibited inside Forest Preserve buildings.

**20. Inflatables and Tents:**

Inflatables are prohibited. Tents and canopies are permitted only if using Shelter 1 at Harris Forest Preserve. Tents up to 20x40x15 may be allowed with advance notice only. Pop-up shade canopy structures, up to 12 feet by 12 feet in size, are permitted for use on the turf grass field area at the Harris Forest Preserve arena.

**21. Duty of Care:**

The Licensee agrees to take care of the Facility and not to damage, alter, or change the Facility.



**22. Damages:**

Licensee is responsible for the conduct of their guests. Damage to, or theft of Forest Preserve property caused by the Licensee's group shall be Licensee's responsibility and may be billed to, or deducted from the security deposit of the Licensee. The Forest Preserve will not assume any responsibility for the damage or loss of merchandise, personal articles, or any property of any nature left at the location prior to, during, or following the Event.

**23. Limitation on Liability:**

The Forest Preserve's liability to Licensee shall be limited to a return of the amounts actually paid by Licensee. Licensee hereby waives any and all rights to indirect or consequential damages relating to the use or non-use of Forest Preserve property.

**24. Right of Entry:**

The Forest Preserve reserves the right to enter the Facility for any and all lawful purposes arising from the ownership of the Facility.

**25. Indemnification:**

Licensee shall indemnify, hold harmless and defend with counsel of Forest Preserve's own choosing, Forest Preserve, its past, present and future elected officials, department heads, employees, insurers, and agents (hereinafter collectively referred to as "Releasees") from and against all liability, claims, suits, causes of action, demands, proceedings, set-offs, liens, attachments, debts, expenses, judgments, or other liabilities including costs, reasonable fees and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property, of whatsoever kind or nature as well as for any breach of any covenant in this License and any breach by Licensee of any representations or warranties made within the contract documents (collectively, the "Claims"), to the extent such Claims result from the performance of this contract by Licensee or those Claims are due to any act or omission, neglect, willful acts, errors, omissions or misconduct of Licensee or their guests in their performance under this License or while on Forest Preserve property. Nothing contained herein shall be construed as prohibiting Releasees from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. No attorney may be assigned to represent the Releasees pursuant to this Section of the License unless the attorney has been approved in writing by the Kendall County State's Attorney. Releasees' participation in its defense shall not remove Licensee's duty to indemnify, defend, and hold Releasees harmless, as set forth above. Releasees do not waive their defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) by reason of this indemnification provision. Indemnification shall survive the termination of this Licenses.

**26. Anti-Discrimination Compliance:**

Licensee, their 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.

**27. Conflict of Interest:**

Both parties affirm no Kendall County Forest Preserve officer or elected official has a direct or indirect pecuniary interest in Licensee or this License, or, if any Kendall County Forest Preserve officer or elected official does have a direct or indirect pecuniary interest in Licensee or this License, that interest, and the procedure followed to effectuate this License has and will comply with 50 ILCS 105/3.

**28. Assignment:**

This License is not assignable or transferable to any person, company, or corporation, in whole or in part. Any attempt to assign or so transfer shall be void and without legal effect and shall constitute grounds for immediate termination of the license.

**29. No Joint Venture:**

It is understood and agreed that Licensee is not an employee of, partner of, agent of, or in a joint venture with the Forest Preserve for any purpose.

**30. Legal Compliance:**

Licensee and their guests shall not engage in any unlawful activity while on Forest Preserve property. All activity conducted by Licensee and their guests on Forest Preserve property shall comply with all applicable laws, statutes, rules, regulations, and ordinances.

**31. Venue:** This License shall be interpreted and enforced under the laws of the State of Illinois, and the parties agree that the venue for any legal proceeding between them shall be Kendall County, Twenty-Third Judicial Circuit, State of Illinois.

**32. Legal Remedies:** In any action with respect to this License, the parties are free to pursue any legal remedies at law or in equity. If the Forest Preserve is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this License, and by reason thereof, the Forest Preserve is required to use the services of an attorney, then the Forest Preserve shall be entitled to reasonable attorneys' fees, court costs, expenses and expert witness fees incurred by the Forest Preserve pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.

**33. Severability:**

If any provision of this License shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this License is invalid or unenforceable, but that by limiting such provision it becomes valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**34. Waiver:**

The waiver of one breach of any term, condition, covenant or obligation of this License shall not be considered to be a waiver of that or any other term, condition, covenant or obligation or of any subsequent breach thereof.

**35. Notice:**

Any notice required or permitted to be given pursuant to this License shall be duly given if sent by certified mail or personal service and received. Notice should be sent to the following parties:

Forest Preserve, send to:	Kendall County Forest Preserve District 110 W. Madison Street Yorkville, Illinois 60560
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Licensee, per information provided on first page of the Rental Contract.

**36. Entire Agreement:**

This License represents the entire agreement between the parties, and there are no other promises or conditions in any other agreement whether oral or written. This License supersedes any prior written or oral agreements between the parties and may not be modified except in writing acknowledged by both parties.

**37. Authority:**

Each party represents and warrants that their representative, whose signature appears below, has the power and authority to enter into this License and to obligate the party to the terms of this License.

Licensee:

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

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



**KENDALL COUNTY FOREST PRESERVE DISTRICT  
FACILITY RENTAL TERMS AND CONDITIONS**

This License is made on the day listed on the first page of the Rental Contract ("Date of Execution"), between the Kendall County Forest Preserve, a Body Corporate and Politic, 110 West Madison Street, Yorkville, Illinois, 60560, ("Forest Preserve"), and Permittee ("Licensee"), collectively referred to as the "Parties."

In consideration of the grants, covenants, and conditions of this License, IT IS HEREBY AGREED AS FOLLOWS:

**1. Nature of Agreement:**

The Forest Preserve agrees to grant a license to Licensee for the Licensee to utilize the facility on the date and times specified on Page 1 of the Rental Contract, subject to the terms and conditions set forth in this License.

**2. Fee:**

**Campsites:**

The license fee per night for daily use for shelter fees and shall be paid in full 30 days in advance for shelters, and no less than one week in advance for campsites prior to the stay by cash, credit card (2.5% processing fee) or check made payable to the Kendall County Forest Preserve District. If the Licensee cancels the event within less than sixty (60) days for campsites, the District will retain the total license fee.

The District allows a one-time rescheduling of any reservation with the paid rental payment applied to the rescheduled event. All rescheduled events must occur within one calendar year of the date of the original event.

**3. Cancellation:**

It is understood by the Licensee that this License and/or the event may be cancelled at any time, for any reason, by the Forest Preserve, to the extent permitted by law, without any liability to the Licensee. In the event the License and/or the event are cancelled by the Forest Preserve for any reason, all fees paid by the Licensee shall be refunded. If the License and/or event are cancelled by the Licensee, no refund shall be issued unless the cancellation is made in accordance with the timeline set forth in Paragraph 2 above.

**4. Evidence of Insurance:**

Licensee is responsible for producing a Certificate of Insurance and/or purchasing Special Event Insurance for certain types of events listed below.

A Certificate of Insurance listing the District as a Certificate Holder will be submitted to the District no less than ten (10) days prior to the event. Certificate Holder information will include

the following: Kendall County Forest Preserve District 110 W. Madison Street Yorkville, Illinois 60560

A Certificate of Insurance evidencing coverage, or a Special Event Insurance Policy is required for the following types of events:

1. Large Events with Greater than 100 participants.
2. Events where alcohol will be served by a licensed catering firm or bartending service.
3. Events where erection of large tents (10'x12' or more) has been authorized.
4. Sporting or athletic events, competitions, and/or fundraisers (Example: 5K Run/Walks)
5. All corporate-sponsored events.

**5. Limited License:**

This License grants only a contractual license to use the Facility for the sole purpose of the event described on Page 1 of the Rental Contract, under the terms and conditions stated herein, and for no other purpose. Further, the rights granted by the Forest Preserve 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 License shall be construed to convey to Licensee any legal or equitable interest in any Forest Preserve property. It is understood that other areas of the premises and adjacent properties may be licensed to other persons or used by the general public during any of the periods covered by this License. However, the Forest Preserve will not authorize or permit any other licensee to engage in activities that would interfere with Licensee's enjoyment of the right granted under this License.

**6. Caterers:**

Companies on the Forest Preserve's list of approved Caterers have received an annual permit to cater events at Kendall County Forest Preserve District Facilities. Catering businesses not enrolled in the Forest Preserve's Preferred Catering Program may be used if they apply for, and meet the requirements of the Forest Preserve's Preferred Caterer's Program. The Forest Preserve reserves the right to approve or deny any catering business not listed in this License in accordance with the Preferred Catering Program requirements.

**7. Set-up/Clean-up:**

The Licensee is responsible for the set-up, take down, and clean-up of the areas which they use during their Event Date(s), unless otherwise paid for as indicated in Page 1 of the Rental Contract. After the event, Licensee must leave area clean by placing all garbage in the trash and recyclable receptacles and returning tables/chairs to their original positions. Tables inside enclosed buildings may not be moved outside unless specific permission is granted by the District.

Set up, take down and clean up time is included in the requested contract time period noted on Page 1 of the Rental Contract. Should the Licensee require more time to complete cleanup activities following the event, any additional time required will be deducted from the security deposit in thirty (30) and sixty (60) minute increments in accordance with the hourly use schedule for that facility.

**8. "As is" Property:**

The Licensee has inspected the Facility prior to signing this License and accepts the condition of the Facility "as is."

**9. Hazardous Materials:**

Licensee shall not bring any hazardous, radioactive, toxic, or carcinogenic material, substance, pollutant, or contaminant onto any Forest Preserve property.

**10. Pyrotechnics:**

Set off, or attempt to set off or ignite any firecrackers, fireworks, smoke bombs, rockets, black powder guns or other pyrotechnics is strictly prohibited as written in the Forest Preserve's General Use Ordinance.

**11. Horses:**

Horses are permitted only on designated trails within Forest Preserve property.

**12. Alcohol Policy:**

Alcoholic beverages are prohibited on Forest Preserve property with the exception of Ellis House and Meadowhawk Lodge and only in accordance with the Forest Preserve's General Use Regulation Ordinance. Alcoholic beverages may be served at Ellis House and Meadowhawk Lodge only by (a) a caterer enrolled in the Forest Preserve's Preferred Caterer's Program and which possesses a current Class I license in accordance with the Kendall County Liquor Control Ordinance; (b) a not-for-profit corporation or organization that possesses a current Class G or Class J license in accordance with the Kendall County Liquor Control Ordinance; (c) a bartending service business, pre-approved by the Forest Preserve, serving, but not selling, alcoholic beverages and employing BASSET (Beverage and Alcohol Sellers and Servers Education Training) certified alcohol servers in accordance with 235 ILCS 5/6-27.1; or (d) a charitable organization hosting an event wherein alcohol is served, but not sold, by volunteers of the organization. Alcoholic beverages may be consumed only within 250 feet of Ellis House and Meadowhawk Lodge.

**13. Smoking Policy:**

Smoking inside Forest Preserve buildings is strictly prohibited. Smoking on the grounds is permitted in designated areas only.

**14. Food Service:**

Food service must comply with all requirements and regulations of the Illinois Department of Health and/or other governmental bodies having control over such vending operations, including the Kendall County Health and Human Services Department. The vendor shall possess all food and beverage dispensing licenses, taxes, and permits that are required by law.

**15. Fires:**

Fires are allowed only in designated fireplaces and fire rings. It is prohibited to bring in or collect firewood from Forest Preserve property. Firewood must be purchased from the Forest Preserve.

**16. Parking:**

Motor vehicles and bicycles are restricted to roadways and designated parking areas only. Licensee may use the turf areas for additional event and trailer parking provided written approval is received from the District. Any/all damaged turf or ruts caused by Licensee's event shall be repaired either by the Licensee, or at the Licensee's expense. Parking on grass and turf areas is otherwise prohibited.

**17. Pets:**

Dogs are welcome, but must be held on a leash no longer than 10 feet at all times for their safety, that of other visitors, and wildlife. Pets are not allowed in any buildings, except for service animals. Please clean-up after your animal.

**18. Hunting and Fishing:**

Hunting, collecting or damaging plants, animals or fungus is prohibited. Fishing is permitted on Forest Preserve property in accordance with Illinois Department of Natural Resources regulations. Limits are posted. Worms and wax worms are the only live bait allowed. Collecting bait from the preserves is prohibited. Contact Silver Springs State Park at (630) 553-6297 for information on State fishing regulations or visit the IDNR website at [www.dnr.illinois.gov](http://www.dnr.illinois.gov). Swimming, boating, ice fishing and ice skating are not allowed.

**19. Decorations:**

Nails, tacks, staples and tape are not allowed to secure items to any part of a Forest Preserve building. Confetti, rice, and open flamed candles are also prohibited inside Forest Preserve buildings.

**20. Inflatables and Tents:**

Inflatables are prohibited. Tents and canopies are permitted only if using Shelter 1 at Harris Forest Preserve. Tents up to 20x40x15 may be allowed with advance notice only. Pop-up shade canopy structures, up to 12 feet by 12 feet in size, are permitted for use on the turf grass field area at the Harris Forest Preserve arena.

**21. Duty of Care:**

The Licensee agrees to take care of the Facility and not to damage, alter, or change the Facility.

**22. Damages:**

Licensee is responsible for the conduct of their guests. Damage to, or theft of Forest Preserve property caused by the Licensee's group shall be Licensee's responsibility and may be billed to, or deducted from the security deposit of the Licensee. The Forest Preserve will not assume any responsibility for the damage or loss of merchandise, personal articles, or any property of any nature left at the location prior to, during, or following the Event.



**23. Limitation on Liability:**

The Forest Preserve's liability to Licensee shall be limited to a return of the amounts actually paid by Licensee. Licensee hereby waives any and all rights to indirect or consequential damages relating to the use or non-use of Forest Preserve property.

**24. Right of Entry:**

The Forest Preserve reserves the right to enter the Facility for any and all lawful purposes arising from the ownership of the Facility.

**25. Indemnification:**

Licensee shall indemnify, hold harmless and defend with counsel of Forest Preserve's own choosing, Forest Preserve, its past, present and future elected officials, department heads, employees, insurers, and agents (hereinafter collectively referred to as "Releasees") from and against all liability, claims, suits, causes of action, demands, proceedings, set-offs, liens, attachments, debts, expenses, judgments, or other liabilities including costs, reasonable fees and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property, of whatsoever kind or nature as well as for any breach of any covenant in this License and any breach by Licensee of any representations or warranties made within the contract documents (collectively, the "Claims"), to the extent such Claims result from the performance of this contract by Licensee or those Claims are due to any act or omission, neglect, willful acts, errors, omissions or misconduct of Licensee or their guests in their performance under this License or while on Forest Preserve property. Nothing contained herein shall be construed as prohibiting Releasees from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. No attorney may be assigned to represent the Releasees pursuant to this Section of the License unless the attorney has been approved in writing by the Kendall County State's Attorney. Releasees' participation in its defense shall not remove Licensee's duty to indemnify, defend, and hold Releasees harmless, as set forth above. Releasees do not waive their defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) by reason of this indemnification provision. Indemnification shall survive the termination of this Licenses.

**26. Anti-Discrimination Compliance:**

Licensee, their 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.

**27. Conflict of Interest:**

Both parties affirm no Kendall County Forest Preserve officer or elected official has a direct or indirect pecuniary interest in Licensee or this License, or, if any Kendall County Forest Preserve

officer or elected official does have a direct or indirect pecuniary interest in Licensee or this License, that interest, and the procedure followed to effectuate this License has and will comply with 50 ILCS 105/3.

**28. Assignment:**

This License is not assignable or transferable to any person, company, or corporation, in whole or in part. Any attempt to assign or so transfer shall be void and without legal effect and shall constitute grounds for immediate termination of the license.

**29. No Joint Venture:**

It is understood and agreed that Licensee is not an employee of, partner of, agent of, or in a joint venture with the Forest Preserve for any purpose.

**30. Legal Compliance:**

Licensee and their guests shall not engage in any unlawful activity while on Forest Preserve property. All activity conducted by Licensee and their guests on Forest Preserve property shall comply with all applicable laws, statutes, rules, regulations, and ordinances.

**31. Venue:** This License shall be interpreted and enforced under the laws of the State of Illinois, and the parties agree that the venue for any legal proceeding between them shall be Kendall County, Twenty-Third Judicial Circuit, State of Illinois.

**32. Legal Remedies:** In any action with respect to this License, the parties are free to pursue any legal remedies at law or in equity. If the Forest Preserve is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this License, and by reason thereof, the Forest Preserve is required to use the services of an attorney, then the Forest Preserve shall be entitled to reasonable attorneys' fees, court costs, expenses and expert witness fees incurred by the Forest Preserve pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.

**33. Severability:**

If any provision of this License shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this License is invalid or unenforceable, but that by limiting such provision it becomes valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**34. Waiver:**

The waiver of one breach of any term, condition, covenant or obligation of this License shall not be considered to be a waiver of that or any other term, condition, covenant or obligation or of any subsequent breach thereof.

**35. Notice:**

Any notice required or permitted to be given pursuant to this License shall be duly given if sent by certified mail or personal service and received. Notice should be sent to the following parties:

Forest Preserve, send to:

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

Licensee, per information provided on first page of the Rental Contract.

**36. Entire Agreement:**

This License represents the entire agreement between the parties, and there are no other promises or conditions in any other agreement whether oral or written. This License supersedes any prior written or oral agreements between the parties and may not be modified except in writing acknowledged by both parties.

**37. Authority:**

Each party represents and warrants that their representative, whose signature appears below, has the power and authority to enter into this License and to obligate the party to the terms of this License.

Licensee:

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

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



**KENDALL COUNTY FOREST PRESERVE DISTRICT  
FACILITY RENTAL TERMS AND CONDITIONS**

This License is made on the day listed on the first page of the Rental Contract ("Date of Execution"), between the Kendall County Forest Preserve, a Body Corporate and Politic, 110 West Madison Street, Yorkville, Illinois, 60560, ("Forest Preserve"), and Permittee ("Licensee"), collectively referred to as the "Parties."

In consideration of the grants, covenants, and conditions of this License, IT IS HEREBY AGREED AS FOLLOWS:

**1. Nature of Agreement:**

The Forest Preserve agrees to grant a license to Licensee for the Licensee to utilize the facility on the date and times specified on Page 1 of the Rental Contract, subject to the terms and conditions set forth in this License.

**2. Fee:**

**Horse Arena and Shelters:**

The license fee for the horse arena and shelters shall be paid in full 30 days in advance by cash, credit card (2.5% processing fee) or check made payable to the Kendall County Forest Preserve District.

The District allows a one-time rescheduling of any reservation with the paid rental payment applied to the rescheduled event. All rescheduled events must occur within one calendar year of the date of the original event.

**3. Cancellation:**

It is understood by the Licensee that this License and/or the event may be cancelled at any time, for any reason, by the Forest Preserve, to the extent permitted by law, without any liability to the Licensee. In the event the License and/or the event are cancelled by the Forest Preserve for any reason, all fees paid by the Licensee shall be refunded.

**4. Evidence of Insurance:**

Licensee is responsible for producing a Certificate of Insurance and/or purchasing Special Event Insurance for certain types of events listed below.

A Certificate of Insurance listing the District as a Certificate Holder will be submitted to the District no less than ten (10) days prior to the event. Certificate Holder information will include the following: Kendall County Forest Preserve District 110 W. Madison Street Yorkville, Illinois 60560

All coverage shall be placed with insurers authorized to conduct business in Illinois with a current A.M. Best's rating of no less than A:VII. Each insurance policy shall not be cancelled or changed

without thirty (30) calendar days prior written notice, given by the insurance carrier to the Forest Preserve at the address set forth herein.

**Minimum Scope and Limit of Insurance.** All coverage shall be at least as broad as the following:

Coverage shall be at least as broad as Insurance Services Form CG 00 01 covering CGL on an "occurrence" basis, including property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

If the Licensee maintains broader coverage and/or higher limits than the minimums shown above, the Forest Preserve requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Renter. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Forest Preserve. Umbrella/Excess Liability: Limits of liability equal to or greater than \$5,000,000 per occurrence and \$5,000,000 in aggregate.

The insurance policies are to contain, or be endorsed to contain, the following provisions:

#### **Additional Insured Status**

The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of the rental of the facility, work or operations performed by or on behalf of the Renter including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Renter's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

#### **Primary Coverage**

For any claims related to this contract, the Renter's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Renter's insurance and shall not contribute with it,

#### **Waiver of Subrogation**

Renter hereby grants to Entity a waiver of any right to subrogation which any insurer of said Renter may acquire against the Entity by virtue of the payment of any loss under such insurance. Renter agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

### Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

### Verification of Coverage

Renter shall furnish the Entity with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Entity before work begins. All certificates and endorsements are to be received and approved by the Entity at least five days before Renter commences activities. Verification of Coverage: Licensee shall furnish Forest Preserve with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Forest Preserve before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Forest Preserve's obligation to provide them. Forest Preserve reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances: Forest Preserve reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

In addition to the foregoing, a Certificate of Insurance evidencing coverage, or a "Special Event Insurance Policy" is required for the following types of events:

- a. Events with Greater than 100 participants or attendees.
- b. Events where erection of large tents (10'x12' or more) or inflatable "bounce houses" has been authorized in writing by the Forest Preserve.
- c. Sporting or athletic events, competitions, and/or fundraisers. For any such events that include horses, Licensee shall provide evidence that liability coverage includes horse events, such as: horse shows, sport horse competitions, clinics and other horse-related events. Limit of liability \$1,000,000.
- d. All events sponsored by a for-profit businesses.

### 5. Limited License:

This License grants only a contractual license to use the Facility for the sole purpose of the event described on Page 1 of the Rental Contract, under the terms and conditions stated herein, and for no other purpose. Further, the rights granted by the Forest Preserve 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 License shall be construed to convey to Licensee any legal or

equitable interest in any Forest Preserve property. It is understood that other areas of the premises and adjacent properties may be licensed to other persons or used by the general public during any of the periods covered by this License. However, the Forest Preserve will not authorize or permit any other licensee to engage in activities that would interfere with Licensee's enjoyment of the right granted under this License.

**6. Caterers:**

Companies on the Forest Preserve's list of approved Caterers have received an annual permit to cater events at Kendall County Forest Preserve District Facilities. Catering businesses not enrolled in the Forest Preserve's Preferred Catering Program may be used if they apply for, and meet the requirements of the Forest Preserve's Preferred Caterer's Program. The Forest Preserve reserves the right to approve or deny any catering business not listed in this License in accordance with the Preferred Catering Program requirements.

**7. Set-up/Clean-up:**

The Licensee is responsible for the set-up, take down, and clean-up of the areas which they use during their Event Date(s), unless otherwise paid for as indicated in Page 1 of the Rental Contract. After the event, Licensee must leave area clean by placing all garbage in the trash and recyclable receptacles and returning tables/chairs to their original positions. Tables inside enclosed buildings may not be moved outside unless specific permission is granted by the District.

Set up, take down and clean up time is included in the requested contract time period noted on Page 1 of the Rental Contract. Should the Licensee require more time to complete cleanup activities following the event, any additional time required will be deducted from the security deposit in thirty (30) and sixty (60) minute increments in accordance with the hourly use schedule for that facility.

**8. "As is" Property:**

Licensee has inspected the Facility prior to signing the License and accepts the condition of the Facility "as is." The Parties specifically agree that Licensee shall remain wholly responsible for any latent conditions upon the Facility, equipment or property that is subject to the terms of the License. Further, the Parties specifically agree that Licensee shall indemnify, defend and hold harmless the Forest Preserve from any claim, loss or damage that may result to Licensee, Licensee's employees or volunteers, or a third party from Licensee's use of the facility, equipment or tack under the terms of the License or otherwise.

**9. Warning Signs**

At all times in which the Licensee is in control of the Facility, Licensee shall post and maintain signs that contain the warning notice specified in subsection (b) of Section 25 of the Equine Activity Liability Act. 745 ILCS 47/20(b). Such signs shall be placed in a clearly visible location on or near stables, corrals, or arenas where Licensee conducts equine activities. The warning notice specified herein shall appear on the sign in black letters, with each letter to be a minimum of one inch in height. Further, every written contract entered into by Licensee involving the use of the Facility or any equipment or tack included therein or otherwise contemplated by the License, or



any other agreement between the Parties, shall contain in clearly readable print the warning notice provided herein this Paragraph 9. The signs and contracts described in this paragraph 9 shall contain the following warning notice:

**“WARNING**

**Under the Equine Activity Liability Act, each participant who engages in an equine activity expressly assumes the risks of engaging in and legal responsibility for injury, loss, or damage to person or property resulting from the risk of equine activities.”**

**10. Licensee Efforts to Determine Participant Abilities**

The definitions set forth in Section 10 of the Equine Activity Liability Act (745 ILCS 47/10) are hereby incorporated into these Rental Terms and Conditions as set forth in full herein.

Licensee shall make reasonable and prudent efforts to determine the ability of any participant to engage safely in any equine activities conducted by Licensee and Licensee shall determine the ability of any participant to manage safely the particular equine based on the participant's representations of his or her ability. Licensee shall obtain written representations concerning each participant's ability to manage safely a particular equine and waivers of liability based upon such representations from any person who participates in equine activities conducted by Licensee. Licensee shall indemnify, defend and hold harmless Forest Preserve from any and all claims and damages arising out of a participant's inability to manage safely equines or any damage otherwise sustained by a participant. Licensee shall require all participants to indemnify, defend and hold harmless the Forest Preserve from any and all claims and damages arising out of a participant's inability to manage safely equines or any damage otherwise sustained by a participant in the waivers set forth in this paragraph.

**11. Hazardous Materials:**

Licensee shall not bring any hazardous, radioactive, toxic, or carcinogenic material, substance, pollutant, or contaminant onto any Forest Preserve property.

**12. Pyrotechnics:**

Set off, or attempt to set off or ignite any firecrackers, fireworks, smoke bombs, rockets, black powder guns or other pyrotechnics is strictly prohibited as written in the Forest Preserve's General Use Ordinance.

**13. Horses:**

Licensee is permitted to allow in the Horse Arena at Harris Forest Preserve the number of horses set forth on the Facility Rental Contract. Horses are otherwise permitted only on designated trails within Forest Preserve property in compliance with the Kendall County Forest Preserve District

General Use Ordinance, or as otherwise provided in a special use permit issued to Licensee by the Forest Preserve.

**14. Alcohol Policy:**

Alcoholic beverages are prohibited on Forest Preserve property with the exception of Ellis House and Meadowhawk Lodge and only in accordance with the Forest Preserve's General Use Regulation Ordinance. Alcoholic beverages may be served at Ellis House and Meadowhawk Lodge only by (a) a caterer enrolled in the Forest Preserve's Preferred Caterer's Program and which possesses a current Class I license in accordance with the Kendall County Liquor Control Ordinance; (b) a not-for-profit corporation or organization that possesses a current Class G or Class J license in accordance with the Kendall County Liquor Control Ordinance; (c) a bartending service business, pre-approved by the Forest Preserve, serving, but not selling, alcoholic beverages and employing BASSET (Beverage and Alcohol Sellers and Servers Education Training) certified alcohol servers in accordance with 235 ILCS 5/6-27.1; or (d) a charitable organization hosting an event wherein alcohol is served, but not sold, by volunteers of the organization. Alcoholic beverages may be consumed only within 250 feet of Ellis House and Meadowhawk Lodge.

**15. Smoking Policy:**

Smoking inside Forest Preserve buildings is strictly prohibited. Smoking on the grounds is permitted in designated areas only.

**16. Food Service:**

Food service must comply with all requirements and regulations of the Illinois Department of Health and/or other governmental bodies having control over such vending operations, including the Kendall County Health and Human Services Department. The vendor shall possess all food and beverage dispensing licenses, taxes, and permits that are required by law.

**17. Additional Storage:**

Licensee may store additional materials in the concession stand and/or metal storage unit located on site at Harris Forest Preserve if authorized by the Forest Preserve in the Rental Contract or other writing signed by the Parties.

**18. Fires:**

Fires are allowed only in designated fireplaces and fire rings. It is prohibited to bring in or collect firewood from Forest Preserve property. Firewood must be purchased from the Forest Preserve.

**19. Parking:**

Motor vehicles and bicycles are restricted to roadways and designated parking areas only. Licensee may use the turf areas for additional event and trailer parking provided written approval is received from the District. Any/all damaged turf or ruts caused by Licensee's event shall be repaired either by the Licensee, or at the Licensee's expense. Parking on grass and turf areas is otherwise prohibited.

**20. Pets:**

Dogs are welcome, but must be held on a leash no longer than 10 feet at all times for their safety, that of other visitors, and wildlife. Pets are not allowed in any buildings, except for service animals. Please clean-up after your animal.

**21. Hunting and Fishing:**

Hunting, collecting or damaging plants, animals or fungus is prohibited. Fishing is permitted on Forest Preserve property in accordance with Illinois Department of Natural Resources regulations. Limits are posted. Worms and wax worms are the only live bait allowed. Collecting bait from the preserves is prohibited. Contact Silver Springs State Park at (630) 553-6297 for information on State fishing regulations or visit the IDNR website at [www.dnr.illinois.gov](http://www.dnr.illinois.gov). Swimming, boating, ice fishing and ice skating are not allowed.

**22. Decorations:**

Nails, tacks, staples and tape are not allowed to secure items to any part of a Forest Preserve building except as may be required to post signs in accordance with Paragraph 9 above. Confetti, rice, and open flamed candles are also prohibited inside Forest Preserve buildings.

**23. Inflatables and Tents:**

Inflatables are prohibited. Tents and canopies are permitted only if using Shelter 1 at Harris Forest Preserve. Tents up to 20x40x15 may be allowed with advance notice only. Pop-up shade canopy structures, up to 12 feet by 12 feet in size, are permitted for use on the turf grass field area at the Harris Forest Preserve arena.

**24. Duty of Care:**

The Licensee agrees to take care of the Facility and not to damage, alter, or change the Facility.

**25. Damages:**

Licensee is responsible for the conduct of their guests. Damage to, or theft of Forest Preserve property caused by the Licensee's group shall be Licensee's responsibility and may be billed to, or deducted from the security deposit of the Licensee. The Forest Preserve will not assume any responsibility for the damage or loss of merchandise, personal articles, or any property of any nature left at the location prior to, during, or following the Event.

**26. Limitation on Liability:**

The Forest Preserve's liability to Licensee shall be limited to a return of the amounts actually paid by Licensee. Licensee hereby waives any and all rights to indirect or consequential damages relating to the use or non-use of Forest Preserve property.

**27. Right of Entry:**

The Forest Preserve reserves the right to enter the Facility for any and all lawful purposes arising from the ownership of the Facility.

**28. Indemnification:**

Licensee shall indemnify, hold harmless and defend with counsel of Forest Preserve's own choosing, Forest Preserve, its past, present and future elected officials, department heads, employees, insurers, and agents (hereinafter collectively referred to as "Releasees") from and against all liability, claims, suits, causes of action, demands, proceedings, set-offs, liens, attachments, debts, expenses, judgments, or other liabilities including costs, reasonable fees and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property, of whatsoever kind or nature as well as for any breach of any covenant in this License and any breach by Licensee of any representations or warranties made within the contract documents (collectively, the "Claims"), to the extent such Claims result from the performance of this contract by Licensee or those Claims are due to any act or omission, neglect, willful acts, errors, omissions or misconduct of Licensee or their guests in their performance under this License or while on Forest Preserve property. Nothing contained herein shall be construed as prohibiting Releasees from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. No attorney may be assigned to represent the Releasees pursuant to this Section of the License unless the attorney has been approved in writing by the Kendall County State's Attorney. Releasees' participation in its defense shall not remove Licensee's duty to indemnify, defend, and hold Releasees harmless, as set forth above. Releasees do not waive their defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) by reason of this indemnification provision. Indemnification shall survive the termination of this Licenses.

**29. Anti-Discrimination Compliance:**

Licensee, their 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.

**30. Conflict of Interest:**

Both parties affirm no Kendall County Forest Preserve officer or elected official has a direct or indirect pecuniary interest in Licensee or this License, or, if any Kendall County Forest Preserve officer or elected official does have a direct or indirect pecuniary interest in Licensee or this License, that interest, and the procedure followed to effectuate this License has and will comply with 50 ILCS 105/3.

**31. Assignment:**

This License is not assignable or transferable to any person, company, or corporation, in whole or in part. Any attempt to assign or so transfer shall be void and without legal effect and shall constitute grounds for immediate termination of the license.

**32. No Joint Venture:**

It is understood and agreed that Licensee is not an employee of, partner of, agent of, or in a joint venture with the Forest Preserve for any purpose.

**33. Legal Compliance:**

Licensee and their guests shall not engage in any unlawful activity while on Forest Preserve property. All activity conducted by Licensee and their guests on Forest Preserve property shall comply with all applicable laws, statutes, rules, regulations, and ordinances.

**34. Venue:** This License shall be interpreted and enforced under the laws of the State of Illinois, and the parties agree that the venue for any legal proceeding between them shall be Kendall County, Twenty-Third Judicial Circuit, State of Illinois.

**35. Legal Remedies:** In any action with respect to this License, the parties are free to pursue any legal remedies at law or in equity. If the Forest Preserve is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this License, and by reason thereof, the Forest Preserve is required to use the services of an attorney, then the Forest Preserve shall be entitled to reasonable attorneys' fees, court costs, expenses and expert witness fees incurred by the Forest Preserve pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.

**36. Severability:**

If any provision of this License shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this License is invalid or unenforceable, but that by limiting such provision it becomes valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**37. Waiver:**

The waiver of one breach of any term, condition, covenant or obligation of this License shall not be considered to be a waiver of that or any other term, condition, covenant or obligation or of any subsequent breach thereof.

**38. Notice:**

Any notice required or permitted to be given pursuant to this License shall be duly given if sent by certified mail or personal service and received. Notice should be sent to the following parties:

Forest Preserve, send to:

Kendall County Forest Preserve District  
110 W. Madison Street

Yorkville, Illinois 60560

Licensee, per information provided on first page of the Rental Contract.

**39. Entire Agreement:**

This License represents the entire agreement between the parties, and there are no other promises or conditions in any other agreement whether oral or written. This License supersedes

any prior written or oral agreements between the parties and may not be modified except in writing acknowledged by both parties.

**40. Authority:**

Each party represents and warrants that their representative, whose signature appears below, has the power and authority to enter into this License and to obligate the party to the terms of this License.

Licensee:

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

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

To: Kendall County Forest Preserve District Operations Committee  
From: Antoinette White, Grounds and Natural Resources Division Supervisor  
RE: KCFPD General Use Ordinance – KC-SAO Recommendations for Unmanned Aerial Vehicles (UAV) Usage  
Date: June 1, 2022

The Kendall County Forest Preserve General Use Ordinance is attached with the suggested updates received from the KC-SAO (changes highlighted).

Suggested edits are in:

- Chapter I Section II: q – v.
- Chapter II Section III: a. 4.; b. 4.; c. 6.
- Chapter IV Section III:
- Chapter IV Section IV: 1-7

The District's insurance carrier recommends the following minimum insurance coverage for permit holders:

- A. \$100,000.00 for personal injury or death of one person;
- B. \$300,000.00 personal injury or death to more than one person in one accident, with a maximum of \$100,000.00 for each person;
- C. \$50,000.00 for property damage

Below are the recommended areas for KCFPD to permit UAV activity:

- Jay Woods inner prairie loop (34 acres)
- Pickerill-Pigott hilltop prairie (15 acres)
- Aux Sable Springs open turf area (7.5 acres)

A permit form will be developed and included with the final report to Commission, and posted to the District's website.

District staff recommends forwarding the revised KCFPD General Use Ordinance with the recommended changes from the KC-SAO inserted, and the following three preserves established as designated UAV use areas for permit holders only; Jay Woods inner prairie loop, Pickerill-Pigott hilltop prairie, and Aux Sable Spring open turf area.





Figure 1: Jay Woods FP Designated/Permitted UAV Use Area



Figure 2: Aux Sable Springs FP Designated/Permitted UAV Use Area



Figure 3: Pickerill-Pigott FP Designated/Permitted UAV Use Area



**Resolution 22-06-001**  
**AMENDING ORDINANCE #02-01**

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**GENERAL USE REGULATION ORDINANCE**  
**Kendall County Forest Preserve District**

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

**WHEREAS**, it is reasonable, necessary and desirable for the Kendall County Forest Preserve District, hereinafter called "District," to promulgate a General Use Regulation Ordinance governing the use of the Forest Preserves of the District; and,

**WHEREAS**, 70 ILCS 805/7 of the Illinois Compiled Statutes provides as follows:

*"The board of any forest preserve district organized hereunder may by ordinance regulate and control the speed of travel on all paths, driveways and roadways within forest preserves, and prohibit the use of such paths, driveways and roadways for racing or speeding purposes, and may exclude therefrom traffic, teams and vehicles, and may by ordinance prescribe such fines and penalties for the for the violation of their ordinances as cities and villages are allowed to prescribe for the violation of their ordinances.";* and,

**WHEREAS**, 70 ILCS 805/7a of the Illinois Compiled Statutes provides, in relevant parts, as follows:

*"The board of any forest preserve district organized hereunder may by ordinance regulate, control and license all modes of travel within the forest preserve district.";* and,

**WHEREAS**, 70 ILCS 805/7b of the Illinois Compiled Statutes provides, in relevant parts, as follows:

*"The board of any forest preserve district organized under this Act may by ordinance issue licenses for any activity reasonably connected with the purpose for which the Forest Preserve District has been created.";* and,

**WHEREAS**, 70 ILCS 805/8 of the Illinois Compiled Statutes provides, in relevant parts, as follows:

*"The board shall be the corporate authority of such Forest Preserve District and shall have power to pass and enforce all necessary ordinances, rules and regulations for the management of the property and conduct of the business of such district.";* and,

**WHEREAS**, it is reasonable, necessary and desirable for the District to establish rules and regulations in order to provide for the safe and peaceful use of the Forest Preserves; for the education and recreation of the Public; for the protection and preservation of the property, facilities, flora and fauna of the Forest Preserves; and for the safety and general welfare of the public; and,

**WHEREAS**, pursuant to the statutory authority set forth above, on or about September 18, 2018, the District’s Board of Commissioners approved Ordinance #18-09-002 “General Use Regulation Ordinance”; and

**WHEREAS**, the Board of Commissioners of the District has the authority and the power to establish and amend its General Use Ordinance; and

**WHEREAS**, the District’s Board of Commissioners finds it necessary and in the public interest to amend the District’s Ordinance #02-01 captioned “General Use Regulation Ordinance” by adopting this amended Kendall County Forest Preserve District General Use Regulation Ordinance (hereinafter “General Use Ordinance” or “Ordinance”) in lieu thereof, which shall become effective immediately; and

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

## **CHAPTER ONE – CONSTRUCTION OF WORDS AND DEFINITIONS**

### **Section I – Construction of Words:**

Words importing the singular number may extend and be applied to several persons or things, words importing the plural number may include the singular, and words importing gender may be applied to both male and female.

### **Section II – Definitions:**

The terms set forth below shall have the following meanings unless the context of a specific section clearly indicates otherwise.

- a. “Agent” means any director, officer, servant, employee, or other person who is authorized to act in behalf of the District.
- b. “Amusement Contraptions” means any mechanical device, gadget, machine or structure designed to test the skill or strength of the user or provide the user with any sort of ride, lift, swing or fall experience including, but not limited to, ball-throwing contest devices, pinball-type devices, animal ride devices, ball and hammer devices and trampoline devices.
- c. “Area” or “Areas” means a specified place within a Forest Preserve.
- d. “Board” means the Board of Forest Preserve Commissioners.
- e. “Director” means the Director of the District or such persons charged with or delegated such authority by the Director.
- f. “District” means the Kendall County Forest Preserve District.
- g. “Employee” means any full or part-time, regular or temporary worker in the employ of the District under the supervision of the Director.

- h. "Exclusion of Others" refers to prohibiting use or behavior by others, which disrupts or prevents the authorized and lawful use of a designated area or structure in a Preserve by a person or persons holding a valid Permit for such area or structure and activity.
- i. "Legal Adult" means one who has reached the age of majority as defined by the laws of the State of Illinois.
- j. "Permit" means the written permission that must be obtained from the District to carry out a given activity.
- k. "Person" or "Persons" means individuals, firms, corporations, societies or any other entity, group or gathering whatsoever.
- l. "Posted" means that a notice is posted, either by a sign in a Forest Preserve at the entrance to a Forest Preserve or at the District offices, the location being at the discretion of the Director.
- m. "Preserve" or "Forest Preserve" means land and waters, or property owned, leased, or licensed by the District and property over which the District has easement rights.
- n. "President" means the President of the Board of Forest Preserve Commissioners.
- o. "Property" means any lands, waters, facilities or possessions of the District.
- p. "Sound and Energy Amplification" means music, speech or any sound or noise transmitted by artificial means, including, but not limited to, amplifiers, loudspeakers, radios or any similar devices, or lights, rays, lenses, mirrors or laser beams.
- q. "Unmanned aircraft" or "UA" means a device used or intended to be used for flight in the air that is operated without the possibility of direct human intervention within or on the device.
- r. "Unmanned aircraft system" or "UAS" means an unmanned aircraft and its associated elements, including communication links and the components that control the unmanned aircraft, that are required for the safe and efficient operation of the unmanned aircraft in the national airspace system.
- s. "Vehicle" means every device in, upon or by which any person or property may be transported or drawn upon a highway, in addition to any device or conveyance on the land using wheels of belt-type track or tracks, skids or skis and propelled by an engine or motor and includes such land conveyances that are able to float and operate on water, except devices moved by human power.
- t. "Watercraft" means any device of conveyance on the water whether propelled by motor, engine, wind, or human power.

- u. "Waters" or "Waterways" means lake, pond, slough, stream, lagoon, marsh, or river within the jurisdiction of the District.
- v. "Written Permission" means written permission granted by the Board, President or Director or written permission granted by an authorized agent or employee of the District acting within the scope of their agency and employment.

## **CHAPTER TWO – PUBLIC USE**

### **Section I – Public Use and Purpose of the District:**

Forest Preserves are for use by the general public. One of the functions of the District is to acquire, protect, restore, restock and develop a well-balanced system of areas with scenic, ecological, recreational and historic values for the inspiration, education, use and enjoyment by the public. This Ordinance is intended to help carry out this function.

### **Section II – Hours of Use:**

- a. Forest Preserves shall be open to the public from 8:00 a.m. to sunset, local time, seven days a week, unless different hours are Posted by the President.
- b. No person shall remain in the Forest Preserves when the Forest Preserves are not open to the public, without Written Permission of the Director.
- c. Preserves or Areas within Preserves may be closed to the general public by the District for reasons including, but not limited to, public safety and protection of natural resources.

### **Section III – Permits:**

- a. No person shall conduct, operate, present, manage or take part in the following activities in a Forest Preserve unless a Permit is obtained prior to the start of the activity:
  - 1. Any contest, show, exhibit, dramatic performance, play, act, motion picture, bazaar, musical event, ceremony, parade, including, but not limited to, drills or maneuvers, rallies, or picketing.
  - 2. Any use of any Forest Preserve Area or facility by a certain person or group of persons to the exclusion of other;
  - 3. Camp on any lands of the District or inhabit any structure or facility overnight.
  - 4. To operate a registered UA and/or UAS on designated areas of District property.
- b. Persons desiring to engage in any of the above activities may apply to the District for a Permit or license under the following categories and subject to the policies and fees set by the Board:

1. Picnic – No Permit is required to have a picnic; however, if a Person desires to reserve a designated area or areas to the Exclusion of Others then a Permit is required.
2. Camping – A Permit is required. The Permit reserves a designated area or areas to the Exclusion of Others and allows the permittee to remain in the Preserve overnight. For organized, sponsored youth group campsites, the Permit may be valid for from one to seven consecutive nights. The Permit may provide permission to for other Permit controlled activities.
3. Special Event – A Special Event Permit may be required for activities listed in Chapter Two, Section IIIa, paragraph 1 above. The Permit may provide for use of an Area or Areas to the Exclusion of Others and for other Permit controlled activities pursuant to this Ordinance.
4. UA and UAS identification cards/Permits – In order to provide for the safe and peaceful use of the Forest Preserves an operator may not operate a UA and/or UAS on District property without a District issued identification Permit. The operator must maintain the identification Permit on their person at all times while operating the registered UA and/or UAS on District property. Each District UA and UAS identification Permit shall contain, at a minimum, the following information:

- a. The name, address and telephone number of the UA and UAS owner.

- b. The make, model, and serial number of the UA and/or UAS. (Where the owner is unable to provide a serial number of the UA and/or UAS, the Director shall specify the alternative identifying information that the owner shall provide to satisfy the requirements of this section).

c. Permits in General:

1. Permits are non-transferable and are subject to fees set by the Board. Permits must be applied for at least 72 hours in advance of the event, except those that require a certificate of insurance, which must be applied for at least 14 days in advance of the event. Permits shall only be issued to a Legal Adult and that Legal Adult must be present during the permitted activity. Minor changes in the Permit may be made upon the Written Permission of the Director for no additional fee providing that the specific Forest Preserve is not changed, the date or dates involved are not changed, the number or size of the designated areas is not increased, and the request for change is made at least 72 hours prior to the event.

2. The Board may require proof of and establishing the amount of liability insurance required, and/or requiring a Hold Harmless Agreement, or requiring an endorsement naming the District as an additional insured when the activity is deemed to require such.
3. An unmanned aircraft and/or unmanned aircraft system identification Permit shall be valid only in the calendar year of the date of issuance, or the date of expiration of the insurance certificate held on file, whichever is sooner.

## **CHAPTER THREE – Protection of Property, Structures, and Natural Resources**

### **Section I – Destruction or Misuse of Property and Structures:**

No person shall upon or in connection with any Property of the District commit or attempt to commit any of the following acts:

- a. Destroy, deface, paint, alter, change or remove any monument, stone, marker, benchmark, stake, post or blaze marking or designating any boundary line, survey line or reference point;
- b. Cut, break, mark upon or otherwise damage, destroy or remove any post, building, shelter, picnic table, bridge, pier, drain, well, fountain, pump, telephone, lamp post, fence, gate, refuse container, exhibit, display, tool storage box, utility outlet, movie screen, flag post or any other structure, facility, equipment, apparatus or parts thereof;
- c. Climb, stand, sit or walk on any structure, building, shelter, shelter, fence, gate, post, flagpole, picnic table, wall, refuse container or parts thereof, or any equipment, object or apparatus which is not designed or intended for such use;
- d. Deface, destroy, cover, damage or remove any placard, notice or sign, or parts thereof, whether permanent or temporary, Posted or exhibited by the District to announce the rules, regulations and warnings or any other information to the public necessary or desirable to the proper use of the Forest Preserve;
- e. Take, appropriate, excavate, injure, destroy or remove any historical or prehistorical ruin or parts thereof, or any object of antiquity, without prior Written Permission of the Board;
- f. Throw, carry, cast, drag, push or deposit any container or receptacle, picnic table, barricade or any other Property into any Waterway or upon the frozen Waters thereof or otherwise move, stack or hide such Property in such a way as to render it unavailable to the general public for its intended use;
- g. Occupy or inhabit any house, barn, shelter, shed or other structure, or use for storage, or cause to be used for the storage of any goods, any house, barn, shelter, shed or other structure without the prior Written Approval of the Director;



- h. Enter into or upon any Preserve or Waters or Areas thereof or structures closed or Posted against trespass without the prior Written Permission of the Director. These structures or Areas may be, but are not limited to, construction areas, equipment or material storage structures or areas, work shops or stations, tree nurseries, wildlife nesting areas, or Areas undergoing reforestation or restoration of soil or vegetation or areas deemed hazardous to public safety or health;
- i. Enter into or upon and Preserve or Areas thereof for the purpose of collecting, gathering, acquiring or scavenging lost, misplaced or abandoned personal property or any other items of personal property without the prior Written Permission of the Director and then only in accordance with the terms and conditions thereof;
- j. Tamper with in any way, enter or climb upon, damage or remove anything from any District Vehicle, Watercraft, cart, trailer, machine or equipment; or
- k. Misuse any refuse container or receptacle by depositing into it any hot or burning substances, unless such container has been clearly identified for such use.

## **Section II – Destruction or Misuse of Natural Resources:**

No person shall upon or in connection with any Property of the District commit or attempt to commit any of the following acts:

- a. Cut, remove, uproot, damage or destroy by any means, any sod, earth, tree, sapling, seedling, bush, shrub, flower or plant, whether dead or alive, or chip, blaze, box, girdle, trim or otherwise deface or injure any tree, shrub or bush or break or remove any branch or foliage thereof or pick or gather any seed of any tree or other plant without prior Written Permission of the Director;
- b. Remove or cause to be removed any sod, earth, humus, downed timber, wood chips, peat, rock, sand, gravel or any other natural material of the forest floor or earth without the prior Written Permission of the Director;
- c. Hunt, trap, capture, molest, poison, wound or kill any invertebrate, animal, mammal, bird, reptile, or amphibian, or disturb, molest or rob any nest, lair, den or burrow without prior Written Permission of the Director;
- d. Fish in any Waters of the District Posted against fishing, or fish in any District Waters by using a bow and arrow, spear or slingshot, or any device using more than two hooks per line, or seine or trap, or with unattended lines during the hours that the Forest Preserves are closed, as defined by provisions of this Ordinance, or in violation of any applicable laws of the State of Illinois as administered by the Illinois Department of Natural Resources, or in violation of any regulation or restriction Posted by the Director controlling the size, species and number of fish that can be taken from a designated body of water;

- e. Release or cause to be released any wild, domestic or pet animal, bird, fish or reptile, or bring in, plant or distribute the seeds or spores of any flowering or non-flowering plant or fungus, without the prior Written Permission of the Director;
- f. Use or cause to be used any chemical or biological pesticide or other substance, procedure or process designed to alter the anatomy or physiology of any organism for the purpose of directly manipulating their populations, without prior Written Permission of the Director, and then only in compliance with all the applicable laws of the State of Illinois and the United States;
- g. Permit or allow any cattle, horses, sheep, goats, swine or other livestock to graze or browse on District Property; or
- h. Deposit, dump, throw, cast, lay or place, or cause to be laid or placed any ashes, trash, rubbish, debris, litter, grass clippings, brush, leaves or other organic material, or other discarded, used or unconsumed material anywhere but in those receptacles provided for such disposal and only material that was generated on the site in the course of normal, lawful use of Forest Preserve facilities.

**Section III – Contraband:**

All animals, plants, birds, fish or reptiles, or parts thereof, killed, captured, trapped, taken, bought, sold or possessed contrary to any provision of this Ordinance or applicable laws of the State of Illinois shall be, and are hereby declared, contraband and, as such, shall be subject to seizure by any duly sworn peace officer.

**Section IV – Destruction by or Misuse of Fire:**

No person shall upon or in connection with any Property of the District commit or attempt to commit any of the following acts:

- a. Knowingly or unknowingly set fire, or cause to be set on fire, any tree, forest, brushland, grassland, meadow, prairie, or marsh, or any other natural resource or Property of the District without first obtaining Written Permission from the Director;
- b. Build a fire anywhere, for any purpose, except in provided fireplaces or provided or privately owned fire receptacles, without first obtaining Written Permission from the Director;
- c. Build a fire or cause a fire to start in or out of a receptacle close to or in any structure whatsoever or close to any tree or plant in such a way as to deface, damage or destroy that structure or scar, injure or destroy the tree or plant or its foliage;
- d. Drop, throw away or scatter any burning, lighted or hot coals, ashes, cigarette, cigar, firecracker or match, except in those receptacles provided for such disposal; or



- e. Build any fire whatsoever for any purpose in or out of a receptacle or fireplace and leave it unattended, until such fire is properly extinguished. For the purpose of this Section, a fire shall be deemed properly extinguished when its ashes, residue, coals and unburned substance is cold to the human touch.

## **CHAPTER FOUR – REGULATION OF SPORTS AND GAMES**

No person shall upon or in connection with any Property of the District:

### **Section I – Swimming:**

Swim, wade or bathe at any time in any of the Waters or Waterways, except at such place or places as may be designated by the Board and then only in accordance with District rules, regulations and restrictions promulgated and Posted.

### **Section II – Watercraft:**

Bring into, attempt to launch, use, or navigate any boat, yacht, canoe, raft or other Watercraft upon the Waters or Waterways, except at such place or places as may be designated by the Board. Where allowed, Watercraft shall be used in accordance with District rules, regulations and restrictions, as well as all applicable statutes of the State of Illinois and the United States.

### **Section III – Engine-Powered or Radio Controlled Models or Toys:**

Start, fly or use any fuel powered, air-propulsioned or electric powered model or toy or any radio controlled model car, aircraft, boat or rocket or any like controlled toy or model, except in those Areas or Waters designated by the Board for such use and then only in accordance with District rules, regulations and restrictions promulgated and Posted, as well as all applicable rules and regulations administered by any federal, state or local agency responsible for controlling such use.

### **Section IV - Unmanned Aircraft and Unmanned Aircraft Systems**

To preserve wildlife and aquatic life and to ensure the safety and enjoyment of all visitors and District staff, the District instituted the following rules, which are hereby incorporated into this Ordinance:

- 1) No person shall operate, launch, take off, land, cause to launch, take off or land, or authorize the operation, take off, launching or landing of any UA and/or UAS without a current and valid District identification card/permit.
- 2) All UA and UAS operators must carry their District identification card/permit with them when operating a UA and UAS on District property and must immediately present it to a District agent for inspection if requested.
- 3) No person shall operate, launch, take off, land, cause to launch, take off or land, or authorize the operation, take off, launching or landing of any UA and/or UAS except at designated District Preserve areas. Use is first-come, first-served, unless otherwise pre-approved in writing by the District's Director. Designated areas shall be approved by the District's Board of Commissioners and may be amended by the District's Board of

Commissioners at any time. All designated UA and UAS areas will be marked with signage by the District. A map of all designated UA and UAS areas will also be available for public inspection at the District office.

4) All UA and UAS operators must, at all times, operate their UA and UAS in accordance with local, state and federal laws and regulations including, but not limited to all applicable rules, regulations and safety guidelines promulgated by the Federal Aviation Administration and Illinois Department of Transportation.

5) All operators shall use their UA and UAS devices in a courteous manner of others who are present in the District for the quiet enjoyment of nature.

6) All UA and UAS operators must hold a certificate of liability insurance (e.g., homeowner's insurance) naming the District as an additional insured, and the insurance must have a liability limit of at least \$1 million.

7) All UA and UAS operators must, at all times, comply with the District's General Use Ordinance and all other applicable District rules and regulations.

Each violation of this Section shall be considered a separate violation of the District's General Use Ordinance. Also, any violation of this Section could also result in immediate revocation of the operator's identification card/permit and termination of the operator's right to use their UA and/or UAS on District property.

The District will not be responsible for any damage to property or persons caused by non-District UA and UAS devices.

#### **Section IV – Horseback Riding:**

Bring into, unload, use or ride any horse, except on those fields, lots, Areas, trails, paths or roadways designated by the Board for horse use and then only in accordance with District rules, regulations and restrictions promulgated and Posted.

#### **Section V – Bicycling:**

- a. Ride a bicycle on any path, trail, roadway or other Area designated or Posted as prohibiting bicycles;
- b. Fail to ride a bicycle as closely as possible to the right-hand side of any road, trail or path, as conditions shall allow;
- c. Ride a bicycle more than two abreast on any trail, path, or roadway;
- d. Ride a bicycle more than single file when overtaking or approaching other bicycle or equestrian traffic;
- e. Ride a bicycle on any trail, path or other access which is less than eight feet in width; or
- f. Ride a bicycle on any trail, path, roadway, or parking area in a manner which endangers the safety of Persons or property, or at a speed which is greater than

is reasonable and proper for the safe operation of the bicycle with regard to existing conditions, including but not limited to, trail or road surface, hills, curves, intersections and other bicycle or pedestrian or equestrian traffic.

**Section VI – Skateboarding and Roller-blading:**

Skateboard or roller-blade in any Area Posted as not allowing such activities, or skateboarding or roller-blading in such a manner which endangers the safety of Persons or property, or in such a manner that damages District Property.

**Section VII – Sound or Energy Amplification:**

Play or operate any Sound Amplification devices, including radios, television sets, public address systems, musical instruments and the like, or operate any other Energy Amplification device in such a way as to be audible beyond the immediate vicinity of such device or musical instrument or in such a manner as to disturb the quiet of camps, picnic areas or other Preserve Areas without obtaining a Special Event as outlined in Chapter Two, Section IIIb, paragraph 3 of this Ordinance.

**Section VIII – Winter Sports:**

- a. Sled, toboggan, ski or slide on any Area Posted by the Director as being “unsafe” or “hazardous” or as being “closed” due to inadequate snow cover or other environmental conditions, or upon being duly notified by the Director.
- b. Enter upon any frozen Waters to skate, fish, slide or walk or for any other purpose whatsoever when such Waters are posted “closed” or “unsafe” or “hazardous” by the Director or when notified of such conditions by the Director.
- c. Fish through the ice on any frozen Waters or parts thereof designated as ice skating areas by the Board.
- d. Bring onto or upon the frozen Waters of any lake, pond or watercourse any iceboat or wind-driven-like device or other vehicle, without the Written Permission of the Director.

**Section IX – Field and Team Sports:**

Play or engage in any club, league, or sponsored team sport, athletic event, or any such endeavor which by its nature restricts public use and access of open Areas or fields, except in those Areas designated by the Board as athletic fields or, if none are available, only in those Areas and for such a period of time as defined by special use permit approved by the Executive Director, or other formal agreement approved by the Board of Commissioners, in order to ensure the safe and equal use of the Preserve by others. This does not restrict use of open Areas or fields by the public to engage in active and/or passive recreational games and activities that limit disturbances and impacts to forest preserve grounds and natural resources.

### **Section X – Amusement Contraptions:**

Bring in, set up, construct, manage or operate any Amusement Contraption, without prior Written Permission of the Board.

### **Section XI – Aviation:**

Make any ascent in or descent from any balloon, airplane, glider, hang glider, kite, helicopter or parachute, without the Written Permission of the Board.

### **Section XII – Gambling:**

- a. Manage, operate or engage in gambling of any form;
- b. Have in their possession any clock, wheel, tape machine, slot machine, pin machine or other machine or device for the reception of money or other thing of value on chance or skill or upon the action of which money is staked, bet, hazarded, won or lost. Any such machine or device shall be subject to seizure, confiscation and destruction by any police officer or employee of the District.

## **CHAPTER FIVE – REGULATION OF MOTORIZED VEHICLES, TRAFFIC AND PARKING**

### **Section I – State Law Adopted:**

The Illinois Vehicle Code as now or hereafter amended (625 ILCS 5/11-100 et seq.) is adopted by reference as if set forth at length in this section.

No person shall upon or in connection with any Property of the District:

### **Section II – Vehicle Operation and Equipment:**

Park, operate, or cause to be operated or parked, a Vehicle that does not comply with the Illinois Vehicle Code or other law or laws of the State of Illinois pertaining to the equipment, control, licensing, registering and use of Vehicles and/or the licensing of operators of such Vehicles.

### **Section III – Vehicle Types and Access Allowed:**

- a. Park, operate, or cause to be operated or parked, any Vehicle except on the roads, drives and parking areas provided, and then only in compliance with the directions and restrictions Posted on regulatory signs, issued Permits, or at the direction of any District staff or duly sworn peace officer;
- b. Park, operate, or cause to be operated or parked, any snowmobile, go-cart, trail bike, mini-bike or other all-terrain off-road Vehicle without prior Written Permission of the Board and then only in those Areas specified and in accord with the rules and restrictions set forth;

- c. Operate or move, or cause to be operated or moved, any Vehicle locked in as a result of the closing of the Forest Preserves at the designated time, until such time that the Preserve is officially opened; or
- d. Park, operate or cause to be operated or parked, any Vehicle on any road, drive or parking area Posted, gated or barricaded as being closed to public traffic.

#### **Section IV – Right-of-Way:**

Operate a Vehicle in such a manner as to fail to yield the right-of-way to pedestrians, bicyclists and equestrians.

#### **Section V – Parking:**

- a. Park a Vehicle overnight without prior Written Permission of the Director;
- b. Park a Vehicle in such a way as to block in another parked Vehicle;
- c. Park a Vehicle in such a way as to block, restrict or impede the normal flow of traffic;
- d. Park or stop a Vehicle in a zone or Area posted as prohibiting parking;
- e. Park a Vehicle on turf, meadow, prairie, marsh, field or woodland, except in an emergency or as directed by any District staff or duly sworn peace officer for the purpose of crowd control or special event parking;
- f. Park a Vehicle for the purpose of washing it or for the making of any repairs or alterations, except those of an emergency nature; or
- g. Park or stop a Vehicle in such a way as to occupy more than one provided parking stall or space unless otherwise directed to do so by District staff or duly sworn peace officer.

#### **Section VI – Speed Limit:**

Operate or propel a Vehicle or cause a Vehicle to be propelled on any road, drive or parking area at a speed greater than the speed limit posted along the right-of-way or, in absence of such posted limit, at a speed in excess of ten (10) miles per hour.

#### **Section VII – Special Speed and Operating Restrictions:**

Operate or cause to be operated any Vehicle upon any road, path, drive or parking area in any manner which endangers the safety of Persons or property, or at a speed which is greater than is reasonable and proper for the safe operation of the Vehicle, with regard to traffic conditions and special hazards such as trail crossings, entrances to parking areas or campgrounds, narrow or winding roads, hills, curves, weather or road conditions, and pedestrian, equestrian or bicycle traffic.

## **CHAPTER SIX – REGULATION OF PERSONAL CONDUCT AND BEHAVIOR**

No person shall upon or in connection with any Property of the District:

### **Section I – Vending and Advertising:**

- a. Collect fees, admission or cover charges or display or offer for sale any articles or things, or conduct or solicit any business, trade, occupation or profession, or offer without charge any articles or things, without a valid Concessionaire Agreement approved by the Board and then only in accordance with the terms and conditions thereof, it being the intention to control commercial enterprises or sales on District lands; or
- b. Display, distribute, post or fix and placard, sign, handbill, pamphlet, circular or any other written or printed material or objects containing advertising matter or announcements of any kind whatsoever, or mark with paint any ground, trees, roads or parking areas without prior Written Permission of the Director and then only in compliance with the terms of such permission or in compliance with the terms of a valid Concessionaire Agreement approved by the Board, except those groups holding a valid Picnic, Camping, or Special Event Permit may display signs to identify their location or direct others to it, providing such signs are temporary, not more than 24" x 36" in size and are removed by the Permittee at the termination of the activity and are not attached to any tree or shrub or any District sign, gate, or building.

### **Section II – Unlawful Obstructions:**

- a. Set or place or cause to be set or placed any goods, wares or merchandise, or any stand, cart or vehicle for the transportation or vending of any such goods, wares or merchandise, or any other article upon any property of the District to the obstruction of use of any Preserve or to the detriment of the appearance of any Preserve;
- b. By force, threat, intimidation or by unlawful fencing or enclosing or any other unlawful means prevent or obstruct or combine and conspire with others to prevent or obstruct any Person from peacefully entering upon any Property of the District, or prevent or obstruct free passage or transit over through any lands or Waters of the District, or obstruct the entrance into any facility within the District, except that nothing in this section shall be construed to deny lawful enforcement of a valid Permit granting a certain Person or Persons use to the Exclusion of others as defined and provided for in this Ordinance.

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

- a. Erect, construct, install, or place any structure (*(\*)with the exception of use of pop-up shade canopy structures, up to 12 feet by 12 feet in size, during forest preserve open hours within preserve areas designated by the Board*), building, shed, fences, machinery, equipment, or apparatus of any type, or stockpile, store

or place any organic or inorganic material used for construction of such items on, below, over or across a Preserve without prior Written Permission from the District and then only in accordance with the terms and conditions set forth in a valid License, Easement or Contract agreement.

*(\*) Designated areas for use of shade canopies up to 12' X 12' only include the turf grass field area at the Harris Forest Preserve Horse Arena and Baseball Field, and the Hoover Forest Preserve Baseball Field and Picnic Pavilion.*

- b. Perform or cause to be performed any mowing, trimming, cutting, or grooming of District lands, or perform any singular grounds maintenance for any purpose, or in any like manner encroach onto District property from privately or publicly owned lands without Written Permission from the Director; or
- c. Place, stockpile or store any gravel, stone, dirt, sand, wood, lumber or any other organic or inorganic material on District property.

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

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

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

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

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

3. A pre-approved bartending service business serving, but not selling, alcohol and employing BASSET (Beverage and Alcohol Sellers and Servers Education Training) certified alcohol servers in accordance with 235 ILCS 5/6-27.1; or
4. A charitable organization hosting an event wherein alcohol is served, but not sold, by volunteers of the organization.

All entities serving alcohol on Forest Preserve property must satisfy District insurance requirements.

- e. Be present in an intoxicated condition or under the influence of alcoholic beverages, drug or narcotic to the extent of being unable to perform normal bodily functions, such as maintaining balance or coherent speech, or because of the influence of such or like substances engage in behavior or speech that intimidates others or interferes with or unreasonably disrupts others in the normal, safe use of the Forest Preserves or any facility thereof.

#### **Section V – Weapons and Harmful Substances:**

At any time have in their possession or on or about their Person, Vehicle or any other conveyance, concealed or otherwise, any firearm, stun gun, taser, bow and arrow, slingshot, cross bow, spear or spear gun, switch-blade knife, stiletto, sword, blackjack, billy club, martial arts weapon or any air rifle, paint gun or device capable of discharging a projectile or harmful chemical substance, or any weapon, instrument or substance of like character or design except at those ranges or Areas designated for their use by the Board and then only in accordance with the rules and restrictions set forth for the proper use of such ranges or Areas. Nothing contained herein shall be construed to prevent any duly sworn peace officer from carrying such weapons as may be authorized and necessary in the discharge of their duties nor shall it apply to a Person summoned by any such Officer to assist in making arrests and preserving the peace while such Person is engaged in assisting.

#### **Section VI – Disorderly Conduct:**

Engage in behavior or speech that provokes a breach of the peace or disrupts, alarms, disturbs, intimidates, or unreasonably interferes with others in the normal, safe use of the Forest Preserves or any facility thereof.

#### **Section VII – Disobeying a Lawful Order:**

Disobey, ignore, or in any manner fail to comply with any request, direction, or order given by any duly sworn peace officer charged with the control, management, or protection of District Property or resources when such request, direction or order is given in the lawful performance of his duties.

#### **Section VIII – Hindering or Bribing Employees:**

- a. Interfere with, unreasonably disrupt, delay, or in any manner hinder any Employee engaged in the performance of his duties; or



- b. Give or offer to give any Employee any money, gift, privilege or article of value on or off District Property in order to violate the provisions of this Ordinance or any other District Ordinance, Contract or Permit or Statute of the State of Illinois and the United States or in order to gain or receive special consideration in applying for any use or privilege or to gain special consideration and treatment in the use of any District Property of facility.

#### **Section IX – Control and Treatment of Animals:**

- a. Bring, lead or carry any dog that is unleashed or on a leash longer than 10 feet, except in those Areas designated by the Board for dog training and then only in accordance with the rules and restrictions duly promulgated for the control of such Area or Areas. Where Posted, Persons bringing a dog into a Preserve or Areas thereof shall be responsible for immediate clean-up and removal of the animal's excrement;
- b. Willfully or neglectfully cause or allow any domestic animal to run or remain at large, or to release any wild or domestic animal, for any purpose, except within those Areas designated by the Board and then only in accordance with the rules and restrictions duly promulgated for the control of such Area or Areas;
- c. Torture, whip, beat or cruelly treat or neglect any animal;
- d. Bring in, drive, ride or lead any animal, except that horses, sled dogs and other draft animals may be ridden or led, or driven ahead of Vehicles or sleds attached thereto on such portions of the Forest Preserves as may be designated by the Board and then only in accordance with the rules and restrictions duly promulgated for the control of such Area or Areas; or
- e. Hitch or tie any horse or other animal to any tree, bush or shrub;
- f. Bring in, lead, drive, ride or carry any wild, domestic or pet predator, leashed or unleashed into or upon any Forest Preserve, or part thereof, designated as a Nature Preserve or Nature Area or Historic Site, without Written Permission of the Director, unless such animal is kept confined within a closed vehicle or trailer.
- g. Nothing in this Ordinance shall be construed to prohibit the controlled use of certain animals approved by the President for the purposes of public safety, such as, but not limited to, the protection of District property or the protection of Employees in the performance of their duties or in the performance of search and rescue operations.
- h. Nothing in this Ordinance shall be construed to prohibit the controlled use of animals used for aiding physically challenged individuals.

#### **Section X – Honoring Permits:**

By act or speech willfully or unreasonably hinder, interrupt or interfere with any duly permitted activity or unreasonably or willfully intrude on any Areas or into any structure designated for

the use of a certain Person or Persons to the Exclusion of Others by Written Permission of the District.

**Section XI – Pyrotechnics:**

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

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

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

**CHAPTER SEVEN – ENFORCEMENT**

**Section I – Police:**

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

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

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

**Section III – Fines and Penalties:**

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

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

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

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

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

- a. The Director shall have the authority to close Preserves, or parts thereof, in the interest of public health, safety or general welfare or in order to protect the natural resources from unreasonable harm; to promulgate and issue Permits

where required by this Ordinance; and to collect such fees as established by the District in accordance with the following guidelines:

1. No Person shall be discriminated against because of age, race, sex, creed, color, national origin, or physical or mental handicap;
  2. The proposed use or activity shall not unreasonably interfere with or detract from the general public's use and enjoyment of the Forest Preserves and surrounding property or facilities;
  3. The proposed use or activity is not reasonably likely to result in violence or in serious harm to Property or Persons;
  4. The proposed activity or use shall not entail extraordinary expense or operation costs by the District or expose it to unusual or extreme liability;
  5. The Area desired has not been reserved for another activity at the same time;
  6. The proposed activity is not reasonably expected to detract from the promotion of public health; and
  7. The proposed activity is reasonably compatible with the type of Preserve, the size and character of the Area or Waters involved and the facilities available, and that it is not reasonably expected to cause irreparable harm or extreme damage to the natural environment of the Preserve.
- b. The Director may impose reasonable restrictions on the granting of a Permit, including, but not limited to any of the following:
1. Restricting the open dates for reserved Area use; the length of time an Area will be held for reserved use; the use of ground fires; off-the-road vehicle access; the number of Persons present; the use of domestic or trained animals; the use of shelters or structures; the collecting for any purpose of any Water, soils, minerals, flora or fauna; the type and location of sports and games or any other activity which appears likely to unreasonably interfere with the use and enjoyment of the Preserve by others or cause damage to District property; and
  2. Requiring the name, address, telephone number and driver license number of a legal adult responsible for the use or activity requested, as well as the name, address and telephone number of the group represented by the applicant.
- c. All Permits required by this Ordinance and issued by the District shall be issued at the District headquarters at 110 West Madison Street, Yorkville, Illinois. All applications for Permits shall be submitted at least 72 hours in advance of the earliest requested date, provided that the Director may waive the 72-hour time period in the interest of public safety or for such events that are of a significant civic nature.

- d. The Director is authorized to seek reasonable information regarding any proposed use, activity or privilege and require a record of such information on a Permit application. No Person shall misrepresent, falsify or withhold such required information.
- e. No Person granted a Permit shall violate the requirements, terms, conditions, restrictions or rules duly set forth under the authority of this Ordinance as part of any granted Permit.
- f. The Board may set forth in other Ordinances guidelines and standards regulating such Permit or registration fees as it deems proper and may change them from time to time.
- g. No Person shall obtain or use any Permit without having first paid the established fee.
- h. All designated Areas, Waters or facilities and all Permit restrictions, rules, regulations or conditions are subject to review at any time by the Board. Any aggrieved Person shall have the right to petition the Board, in writing, regarding denial or restriction of use or activity and be properly heard by the Board, as the President shall direct.

#### **Section VI – Civil Suits:**

Nothing in this Ordinance shall be construed to prevent or preclude the lawful use by the District of a civil remedy at law, or correct an abuse or loss suffered by the District as a result of a violation of this Ordinance or any law of the State of Illinois.

#### **Section VII – State’s Attorney Authorized to Prosecute:**

The Kendall County State’s Attorney shall be authorized to prosecute any violations of this Ordinance until such a time that the District opts to employ its own attorney for representation of the District. Should the District employ a District Attorney for the purpose of prosecuting violations of this Ordinance, then said attorney shall be authorized to do so.

#### **Section VIII – State, United States and Local Laws:**

All Persons within the Forest Preserves are subject to all Ordinances, rules and regulations of the District, as well as all applicable laws of the United States and the State of Illinois, as amended and changed from time to time. These laws include, but are not limited to, the Downstate Forest Preserve Act, the Illinois Vehicle Code, the Criminal Code of 1961, the Wildlife Code and the Fish Code of the State of Illinois, as amended and changed from time to time.

### **CHAPTER EIGHT – MISCELLANEOUS**

#### **Section I – Enactment:**

This Ordinance shall be in full force and effect from and after its passage, approval and publication as required by statute.

**Section II – Captions and Headings:**

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

**Section III – Severability:**

The provisions of this Ordinance shall be deemed to be severable and the invalidity or unenforceability of any provisions shall not affect the validity and enforceability of the other provisions hereof.

**Section IV – Copies:**

The Secretary of the Forest Preserve District shall transmit a copy of this Ordinance to the President, Director and Attorney of the District, respectively, and shall cause it to be published as provided by law.

**Section V – Conflict:**

All Forest Preserve District ordinances and all resolutions and orders, or any parts thereof, in conflict with this ordinance, or any parts thereof, are hereby repealed.

**Section VI– Amendments:**

The District may amend this Ordinance from time to time.

**Passed and approved by the President and Board of Commissioners of the District this 21st day of June, 2022.**

Approved: \_\_\_\_\_

Judy Gilmour, President

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

Elizabeth Flowers, Secretary

Amended November 7, 2012.

Amended August 15, 2016.

Amended May 6, 2017

Amended September 18, 2018

Amended June XX, 2022

To: Kendall County Forest Preserve District Operations Committee  
 From: David Guritz, Director  
 RE: Equestrian Program Inflationary Cost Increases  
 Date: June 1, 2022

Cost Center	Description	FY22 Budget	YTD Exp.	Amt. Rem.	%
19001164 63000	Animal Care & Supplies	\$ 9,200.00	\$ 9,566.77	\$ (366.77)	104.00%
19001164 63010	Horse Acquisition & Tack	\$ 2,500.00	\$ -	\$ 2,500.00	0%
19001164 63020	Vet & Farrier	\$ 9,000.00	\$ 2,640.00	\$ 6,360.00	29.30%
19001166 63020	Vet & Farrier	\$ 500.00	\$ -	\$ 500.00	0%
19001167 63000	Animal Care & Supplies	\$ 1,200.00	\$ 265.44	\$ 934.56	22.10%
<b>Supplies and Services Total</b>		<b>\$ 22,400.00</b>	<b>\$ 12,472.21</b>	<b>\$ 9,927.79</b>	<b>55.68%</b>

50% Animal Care & Supplies \$ 4,916.11  
 Sunrise Center License Fee (6 mo's @ \$800/mo.) \$ 4,800.00

Offsets and Action Steps

1. Discontinued purchase of higher-cost shavings through remainder of FY22.
2. Sunrise Center is completing removal and replacement of the arena footing (sand) estimated at \$10,000.
3. Sunrise Center approved a \$3,000 budget allowance to construct a lean-to to reduce indoor stall use and associated costs.

To: Kendall County Forest Preserve District Operations Committee  
From: David Guritz, Executive Director  
RE: Grundy-Kendall Regional Office of Education –  
Kendall County Outdoor Education Center License Agreement Discussion  
Date: June 1, 2022

The Kendall County State’s Attorney’s Office advises that according to the Illinois Constitution and applicable case law, a unit of local government (like the District) is legally prohibited from renting its property to another entity for nominal or no consideration. Thus, waiving rental fees for an outside entity’s use of District property would likely violate Article VIII, Section 1 of the Illinois Constitution.

Whenever a public body intends to sell or lease/rent its property, it must ensure:

- (a) its property is being used for a public purpose, and
- (b) the rental is for adequate consideration in an amount equal to fair market value or a greater amount.

While “public purpose” is interpreted very broadly, Illinois courts and the Illinois Attorney General’s Office routinely hold that a public body cannot lease/rent/sell its property for nominal or no cost.

Below are selected excerpts from the recently approved 5-year license agreement with the Kendall County Outdoor Education Center for discussion with the Operations Committee. District staff is working to schedule a conference with the Kendall County Regional Office of Education to revisit the terms of the license provisions with recommendations to amend the agreement in order to comply with the State of Illinois Constitution.

SECTION 2. LICENSE GRANTED – TERM. The District hereby grants to the Licensee, and the Licensee hereby accepts from the District, a license (“License”) **to use a portion of the Land (“Subject Property”) for a term of five (5) years beginning on May 17th 2022.** This agreement shall be the only agreement between the District and Licensee. Any and all previous agreements, written or verbal, shall be considered null and void. The term of this license may be extended for an additional five (5) year term with approval by the District’s Board of Commissioners.

SECTION 3. USE OF THE PREMISES. **The Licensee is permitted to conduct experiential education programming utilizing the building(s) and grounds located within the Subject Property as shown in Exhibit A – License Agreement Map. The District and the Licensee shall work cooperatively to schedule use of areas and facilities outside of the Subject Property** boundaries within Hoover Forest Preserve on which the Licensee will operate the KCOEC. Use of the Subject Property may not be exclusive to the Licensee. Licensee shall use the Subject Property to operate the KCOEC in a manner consistent with the typical uses of an outdoor education center. Such uses include, but are not limited to education programs for students, family programs, scout programs, summer camp programming, and team-building programs. Licensee shall not use, or permit the Subject Property or the Land to be used for any

unlawful purpose or in any manner that will unreasonably disturb neighbors or adjoining natural areas. Licensed use of the Subject Property and Hoover Forest Preserve shall comply at all times with the District's General Use Ordinance.

SECTION 4. CONDITION OF THE PREMISES. The Subject Property will be accepted by the Licensee "as is." The District disclaims any express or implied warranties regarding the condition on the Land or facilities licensed for use by the KCOEC.

SECTION 5. UTILITIES AND OTHER CHARGES. ***Licensee shall be responsible for payment of all utility costs and other charges, including without limitation gas, electric, water, telephone, sewer, septic, garbage collection, and all other fees associated with the use of the Subject Property by the Licensee for the term of this Agreement.*** District and Licensee agree that certain utilities and charges may be shared. In those cases, the costs will be paid by each party on a prorated basis.

SECTION 6. EXPENSES. All of the expenses related to the Licensee's use of the Subject Property under this agreement shall be the responsibility of the Licensee, excluding the District's obligations as expressly stated hereunder.

SECTION 10. PROTECTION OF NATURAL RESOURCES. The Licensee acknowledges that the Land contains significant and valuable natural resources including wetlands, prairies, woodlands, waterways, flora and fauna. The Licensee shall make the protection of these natural resources foremost in the planning, development, maintenance, and use of the Subject Property and the Land. ***The Licensee shall utilize best construction practices and best management practices in the planning, development, maintenance, and use of the Subject Property and the Land to minimize, as much as is reasonably necessary, any harm or negative impact on the natural areas*** or scenic beauty of the Subject Property and the Land.

SECTION 22. COMPLIANCE WITH LAWS. Licensee shall occupy the Subject Property in full accordance with all applicable laws, statutes, rules, regulations, ordinances, and requirements, and is prohibited from undertaking any activities in violation of such laws, statutes, rules, regulations, ordinances and requirements.

SECTION 23. APPLICABLE LAW. Regardless of the place of its physical execution, this Agreement shall be interpreted under and governed by the laws of the State of Illinois and venue shall be the County of Kendall.

SECTION 24. ENFORCEMENT COSTS. In the event either party brings an action to enforce the covenants, terms and conditions to be performed under this Agreement, the prevailing party shall be entitled to recover its reasonable costs, attorneys' fees and expenses. Either party is free to pursue any legal remedies at law or in equity.

SECTION 25. DISPUTE. Notwithstanding the terms and provisions of this Agreement, in the event that a dispute may arise between the District and the Licensee for any issue

SECTION 28. AMENDMENT. ***This Agreement may be amended or revised with the written approval of both the District and Licensee.***



Recommendations:

1. Determine the annual fair market value for the lease of the "Subject Property."
2. Discuss District program and natural resources impacts resulting from the outdoor education center's programmatic growth and approaches from use of preserve areas outside the "Subject Property."
3. Complete a budget review and analysis, and program volume and capacity analysis for the Kendall County Outdoor Education Center's K-12 education cooperative, and services extended outside of the cooperative.

Kendall County Forest Preserve District

Intergovernmental License Agreement

#22-02-002

**THIS AGREEMENT** is effective as of the 17<sup>TH</sup> day of May, 2022 by and between the Kendall County Forest Preserve District, an Illinois unit of local government and a political subdivision, with its principal office at 110 West Madison Street, Yorkville, Illinois 60560 (hereinafter "District") and the Grundy / Kendall Regional Office of Education, with its principal office at 109 West Ridge Street Yorkville, Illinois 60560 ("Licensee").

**WITNESSETH:**

**WHEREAS**, the District owns approximately 348 acres of land commonly known as Hoover Forest Preserve as described on Exhibit A attached hereto; and

**WHEREAS**, for the purpose of this Agreement, both the land owned by the District, and the land licensed by the District will be collectively referred to as the "Land;" and

**WHEREAS**, the Licensee has administered an education cooperative known as the Kendall County Outdoor Education Center (KCOEC) at Hoover Forest Preserve from 2007 to present that provides students, adults, and families the opportunity to participate within experiential learning activities in an outdoor setting; and

**WHEREAS**, the Licensee will be permitted to continue to utilize the Land for the purposes of operating the KCOEC pursuant to the terms and conditions hereof, and the District has the authority to enter into both intergovernmental agreements and license agreements for use of forest preserve lands and facilities under the provisions of the Illinois Downstate Forest Preserve District Act; and

**WHEREAS**, the Licensee will be permitted to utilize the Land for the purposes of operating the KCOEC pursuant to the terms and conditions hereof.

**NOW, THEREFORE**, in consideration of the recitals set forth above and the mutual covenants and agreements set forth below, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

**SECTION 1. RECITALS.** The recitals set forth above are by this reference incorporated into, and made part of this Agreement.

**SECTION 2. LICENSE GRANTED – TERM.** The District hereby grants to the Licensee, and the Licensee hereby accepts from the District, a license (“License”) to use a portion of the Land (“Subject Property”) for a term of five (5) years beginning on May 17<sup>th</sup> 2022. This agreement shall be the only agreement between the District and Licensee. Any and all previous agreements, written or verbal, shall be considered null and void. The term of this license may be extended for an additional five (5) year term with approval by the District’s Board of Commissioners.

**SECTION 3. USE OF THE PREMISES.** The Licensee is permitted to conduct experiential education programming utilizing the building(s) and grounds located within the Subject Property as shown in Exhibit A – License Agreement Map. The District and the Licensee shall work cooperatively to schedule use of areas and facilities outside of the Subject Property boundaries within Hoover Forest Preserve on which the Licensee will operate the KCOEC. Use of the Subject Property may not be exclusive to the Licensee. Licensee shall use the Subject Property to operate the KCOEC in a manner consistent with the typical uses of an outdoor education center. Such uses include, but are not limited to education programs for students, family programs, scout programs, summer camp programming, and team-building programs. Licensee shall not use, or permit the Subject Property or the Land to be used for any unlawful purpose or in any manner that will unreasonably disturb neighbors or adjoining natural areas. Licensed use of the Subject Property and Hoover Forest Preserve shall comply at all times with the District’s General Use Ordinance.

**SECTION 4. CONDITION OF THE PREMISES.** The Subject Property will be accepted by the Licensee “as is.” The District disclaims any express or implied warranties regarding the condition on the Land or facilities licensed for use by the KCOEC.

**SECTION 5. UTILITIES AND OTHER CHARGES.** Licensee shall be responsible for payment of all utility costs and other charges, including without limitation gas, electric, water, telephone, sewer, septic, garbage collection, and all other fees associated with the use of the Subject Property by the Licensee for the term of this Agreement. District and Licensee agree that certain utilities and charges may be shared. In those cases, the costs will be paid by each party on a prorated basis.

**SECTION 6. EXPENSES.** All of the expenses related to the Licensee’s use of the Subject Property under this agreement shall be the responsibility of the Licensee, excluding the District’s obligations as expressly stated hereunder.

## **SECTION 7. MANAGEMENT AND OPERATION.**

- A. Licensee and those utilizing the Subject Property and the Land through the programs and events of the Licensee shall follow and adhere to the General Use Ordinance of the District.
- B. Licensee shall keep the Subject Property and the Land clean and free of any litter and debris brought about by the programs and events of the KCOEC.
- C. The District shall be responsible for tree maintenance and snow removal within the Subject Property. The Licensee shall be responsible for maintaining trails, trimming, and mowing within the Subject Property.
- D. The Licensee is responsible for ensuring that the Subject Property meets all applicable safety and building codes, including conducting an annual inspection and certification of Licensee's challenge course operations and elements.
- E. Licensee shall repair and/or replace as needed any items and facilities on the Subject Property that become worn beyond reasonable wear and tear, damaged, or are in a state of disrepair so as to cause a risk of injury or damage to persons or property. This includes completing maintenance and repairs as needed to the office and classroom facility. Any hazard shall be immediately repaired, or public access restricted, to insure the safety of the public.
- F. Licensee shall not use the Subject Property to stockpile materials such as, but not limited to, topsoil, woodchips, gravel, and lumber, unless the materials are part of an ongoing improvement project.
- G. The District retains the right of review and approval for any and all applications of pesticides, fertilizers, or other chemicals onto the Land. Pesticides, fertilizers, or other chemicals used by the Licensee on the Subject Property shall be used in accordance with label directions and applied only by Operators and Applicators licensed by the Illinois Department of Agriculture. Care shall be taken by the Licensee to prevent drift or movement of any pesticide, fertilizer or other chemical onto the Land.

## **SECTION 8. CONSTRUCTION.**

- A. Licensee, as part of this Agreement, shall have permission to develop and construct certain facilities consistent with the uses of an outdoor education center. Such facilities must be approved in writing by the District prior to construction. The District shall give notice of such approval, or disapproval, within ninety (90) days of receiving the request. Such approvals shall not be unreasonably withheld.
- B. Licensee shall provide copies of as-built drawings and documents for all improvements made to the Subject Property. The Licensee shall be responsible for ensuring that any construction activities do not substantially conflict with activities of the District and other users of the property.

**SECTION 9. UNIFORM STANDARDS.** The Licensee agrees to implement the design standards of the District regarding architectural standards, signage, lighting, site furnishings, and other aesthetic material in order to maintain a uniform appearance throughout the Land.

**SECTION 10. PROTECTION OF NATURAL RESOURCES.** The Licensee acknowledges that the Land contains significant and valuable natural resources including wetlands, prairies, woodlands, waterways, flora and fauna. The Licensee shall make the protection of these natural resources foremost in the planning, development, maintenance, and use of the Subject Property and the Land. The Licensee shall utilize best construction practices and best management practices in the planning, development, maintenance, and use of the Subject Property and the Land to minimize, as much as is reasonably necessary, any harm or negative impact on the natural areas or scenic beauty of the Subject Property and the Land.

**SECTION 11. HAZARDOUS MATERIALS.** From and after the effective date hereof, Licensee (a) shall refrain from violating any federal, state, and local laws, ordinances, rules and regulations that prohibit, restrict or regulate any material defined therein as a hazardous, radioactive, toxic, or carcinogenic material, substance, pollutant, or contaminant ("Hazardous Materials") in the use of the Subject Property and the Land; and (b) shall not, and shall not permit its guests, invitees or agents, to handle, bury, store, retain, refine, produce, spill, allow to seep, leak, escape or leach, pump, pour, emit, empty, discharge, inject, dump, transfer, or otherwise dispose of or deal with Hazardous Materials in, on, under, or about the Subject Property and the Land.

**SECTION 12. LIMITATION OF LIABILITY; ASSUMPTION OF RISK; INDEMNIFICATION.**

- A. Except as required by Illinois law, the District shall not be liable or responsible to Licensee for any damage of any kind or nature whatsoever that arises from or relates in any way to Licensee's use of the Subject Property and the Land, except for those damages arising from or caused by the willful and wanton misconduct of the District. Licensee shall notify the District in writing of any significant condition of the Subject Property or the Land that may cause bodily injury or property damage, but such notification shall not constitute transfer of any liability from the Licensee to the District.
- B. Licensee shall hold harmless, indemnify and defend the District its commissioners, officers, agents, attorneys and employees against any an all losses, expenses, claims costs, causes and damages, including without limitation litigation costs and attorneys' fees resulting or alleged to result from (a) any failure on the part of Licensee to perform or comply with any terms or conditions of this Agreement which failure extends beyond any applicable cure period, or (b) any personal injuries or death or damages to property arising from or relating in any way to the use of the

Subject Property and the Land by Licensee, or its employees, contractors, guests, invitees, or agents, including any injuries, death or damages arising from their respective acts or omissions. The provisions and obligations of this Section shall survive this Agreement and the License granted herein and shall be in addition to, and shall not be limited by, the amounts of any insurance provided by Licensee pursuant to this agreement.

- C. Except as required by Illinois law, the Licensee shall not be liable or responsible to the District for any damage occasioned by the District's failure to keep the Subject Property and the Land in good repair, and the Licensee shall not be liable to the District for any damage of any kind or nature whatsoever that arises from or relates in any way to the District's use of the Subject Property and the Land, except for those damages arising from or caused by the willful and wanton misconduct of the Licensee. The District shall notify in writing of any condition of the Subject Property and the Land that may cause bodily injury or property damage, but such notification shall not constitute transfer of any liability from the District to the Licensee.
- D. The District shall hold harmless, indemnify, and defend the Licensee, its officers, agents, attorneys and employees against any and all losses, expenses, claims costs, causes and damages, including without limitation litigation costs and reasonable attorneys' fees resulting or alleged to result from (a) any failure on the part of the District to perform or comply with any terms or conditions of this Agreement which failure extends beyond any applicable cure period, or (b) any personal injuries or death or damages to property arising from or relating in any way to the use of the Subject Property and the Land by the District, or its employees, contractors, guests, invitees, or agents, including any injuries, death or damages arising from their respective acts or omissions. The provisions and obligations of this section shall survive this Agreement and the License granted herein and shall be in addition to, and shall not be limited by, the amounts of any insurance provided by the District to this Agreement.

### **SECTION 13. INSURANCE.**

- A. Licensee shall obtain and maintain, during the entire term of this Agreement and any hold over term, at its sole cost and expense, appropriate and adequate insurance for the term of this Agreement, as described on Exhibit B attached hereto. The District may, during the term of this Agreement, reasonably update the insurance required by the Licensee. The District shall maintain liability insurance coverage for personal injury and property damage on the Land in an amount to be determined by the District. As evidence of Coverage, each party shall provide a copy of all insurance policies or certificates of insurance to the other party on an annual basis. All such certificates of insurance shall list the other party as an additional insured.
- B. Licensee shall obtain, during the entire term of this Agreement and any hold over term, appropriate and adequate insurance from contractors, guests, invitees, agents,

vendors or the public, whose activities arise or relate in any way to the use of the Subject Property or the Land pursuant to policies reviewed and approved by the District. As evidence of coverage, Licensee shall provide certificates of insurance to the District. All such certificates of insurance shall list the District and Licensee as additional insured.

**SECTION 14. ENTRY.** Licensee agrees that the District, by its commissioners, officers, agents, attorneys and employees, may at any reasonable time, enter upon the Subject Property to inspect the same, to make repairs thereto, or for any other purpose related to the District's use, maintenance or interest in the Land. The District shall attempt to not disrupt any activities of the Licensee.

**SECTION 15. KEYS AND LOCKS.** Licensee shall supply the District keys to all locks located on the Subject Property. District shall supply Licensee with keys to locks on the Land as warranted. Both parties shall make a concerted effort to use universal locks and keys when practical.

**SECTION 16. STAFF MEETINGS.** The Licensee and the District shall schedule meetings on an as-needed basis on request by either the District or Licensee regarding construction, maintenance, programming, and other issues of the Subject Property and the Land.

**SECTION 17. RECREATIONAL EQUIPMENT STORAGE ACCESS AND SCHEDULED USE.** The Licensee and the District shall have access and scheduled use of certain recreational equipment owned by the Grundy / Kendall Regional Office of Education including canoes, canoe trailer, paddles, and safety vests. Recreational equipment shall be stored within the gated Boy Scout shop area. Licensee will be issued a key to access all shared use equipment, and Licensee and District agree to coordinate scheduling, access and use of the recreational equipment.

**SECTION 18. USE OF THE DISTRICT'S 10-PASSENGER VAN.** Licensee is granted in-county use of the District's 10-passenger van to transport program participants and canoes via trailer attachment to the launch and pickup site for Fox River paddling programs. During said use, the District shall be included as additional insured under the Grundy / Kendall Regional Office of Education – Kendall County Outdoor Education Center and Cooperative non-owned automobile liability coverage, which shall be considered primary coverage on a non-contributory basis when Grundy / Kendall Regional Office of Education is operating the vehicle.

Licensee general liability coverage shall be primary for all other program activities. Licensee is required to secure signed waivers from all program participants indemnifying the Kendall County Forest Preserve District.

**SECTION 19. TIME OF ESSENCE.** Time is of the essence in the performance of the terms and conditions of this Agreement.

**SECTION 20. ASSIGNMENT.**

- A. Licensee shall not re-license the Subject Property, nor shall Licensee assign this Agreement, or any of Licensee's rights or obligations hereunder, to any other party without prior written consent of the District.
- B. It is mutually agreed that Licensee is an independent entity, is not an employee or agent of the District, and is not subject to the supervision or control of the District, except in those areas identified in this Agreement.

**SECTION 21. REMOVAL OF LIENS.** Licensee shall, and without any charge to the District, keep the Subject Property and the Land free of any and all liens or encumbrances in favor of any person whatsoever for or by reason of any equipment, material, supplies, or other item furnished, labor performed, or other actions done in connection with Licensee's use or occupancy of the Subject Property and the Land (collectively, a "Lien"). If, due to the actions of Licensee, the Subject Property and the Land becomes, at Licensee's direction, encumbered with any Lien, Licensee shall remove such lien promptly or promptly cause the title insurance company to insure over such lien, in any event, not later than thirty (30) days after being directed to do so in writing by the District. The District shall have the right to remove or satisfy any Lien upon the Subject Property and the Land at any time, after such thirty (30) day notice to Licensee, and may recover from Licensee any amount that the District incurs to remove or satisfy such Lien, including the costs, expenses, reasonable attorney's fees and administrative expenses incurred by the District in connection therewith or by reason thereof.

**SECTION 22. COMPLIANCE WITH LAWS.** Licensee shall occupy the Subject Property in full accordance with all applicable laws, statutes, rules, regulations, ordinances, and requirements, and is prohibited from undertaking any activities in violation of such laws, statutes, rules, regulations, ordinances and requirements.

**SECTION 23. APPLICABLE LAW.** Regardless of the place of its physical execution, this Agreement shall be interpreted under and governed by the laws of the State of Illinois and venue shall be the County of Kendall.

**SECTION 24. ENFORCEMENT COSTS.** In the event either party brings an action to enforce the covenants, terms and conditions to be performed under this Agreement, the prevailing party shall be entitled to recover its reasonable costs, attorneys' fees and expenses. Either party is free to pursue any legal remedies at law or in equity.

**SECTION 25. DISPUTE.** Notwithstanding the terms and provisions of this Agreement, in the event that a dispute may arise between the District and the Licensee for any issue



not specifically addressed in this agreement, the District shall possess the final decision making authority.

**SECTION 26. SEVERABILITY; WAIVER.** If any provision of this Agreement shall be held invalid, the validity of any other provision of this Agreement that can be given effect without such invalid provision shall not be affected thereby. The waiver of one breach of any term, condition, covenant, or obligation of this Agreement shall not constitute approval for any subsequent breach thereof.

**SECTION 27. EXTENSION.** The District and Licensee shall, with the written approval of both the District and Licensee, extend this Agreement in term length.

**SECTION 28. AMENDMENT.** This Agreement may be amended or revised with the written approval of both the District and Licensee.

**SECTION 29. TERMINATION.**

- A. If, at any time during the term of this Agreement, either party fails to comply with, or fails to fulfill any of the terms or conditions of this Agreement, which failure is not cured within ninety (90) days after written notice from the other party or such longer period as may be reasonably necessary to cure such failure, the aggrieved party shall have the right, as its sole and exclusive remedy, to terminate this Agreement.
- B. Immediately upon termination of this Agreement, for whatever reason, all rights granted to the Licensee here under shall revert to the District, and the District shall have the right, at its sole and absolute discretion, to re-license the Subject Property.
- C. Upon termination of this Agreement, Licensee shall remove all equipment and property owned by the Licensee from the Subject Property and the Land that is not a permanent part of the Land or the buildings and facilities thereon.

**SECTION 30. NOTICES.** All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed received by the addressee thereof when delivered in person on a business day at the address set forth below or on the third business day after being deposited in any main or branch United States Post Office, for delivery at the address set forth below, by properly addressed, postage prepaid, certified or registered mail, return receipt requested.

Notices and communications to the District shall be addressed to, and delivered at:

Kendall County Forest Preserve District  
110 W. Madison Street  
Yorkville, IL 60560  
Attention: Executive Director

Notices and communications to the Licensee shall be addressed to and delivered at:

Grundy / Kendall Regional Office of Education  
109 West Ridge Street  
Yorkville, IL 60560  
Attention: Superintendent

By notice complying with the requirements of this Section, Licensee and the District each shall have the right to change the address or addressee or both for all future notices to it, but no notice of a change or address or addressee shall be effective until actually received.

**SECTION 31. LICENSE ONLY GRANTED.** This agreement grants only a license and licensed use the Land under the terms and conditions stated above. Nothing in this Agreement shall be construed to convey to Licensee any legal or equitable interest in the Land.

**SECTION 32. AGREEMENT IN DUPLICATION.** This agreement is executed in duplication and each party shall retain one completely executed copy, each of which is deemed an original.

**IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED THIS Agreement to be executed, effective as of the date first written above.**

Grundy / Kendall Regional Office of Education  
109 West Ridge Street  
Yorkville, IL 60560

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

By: \_\_\_\_\_  
Christopher Mehochko, Superintendent

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

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

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

# Exhibit A

## License Agreement Map

Office and classroom facility, sidewalks, storage sheds, trails, and teams challenge course at Hoover Forest Preserve



## **Exhibit B Insurance Requirements**

### General Liability

Each Occurrence	\$1,000,000
Damage to Rented Premises	\$100,000
Medical Expenses	\$1,000
Personal Injury	\$1,000,000
General Aggregate	\$3,000,000
Products	\$1,000,000

Automobile Liability (Hired/Non-Owned) \$1,000,000

### Excess/Umbrella Liability

Each Occurrence	\$2,000,000
Aggregate	\$2,000,000

### Workers' Compensation and Employers' Liability

Workers' Compensation	Statutory Limits
E.L. – Each Accident	\$2,000,000
E.L. – Disease – Each Employee	\$2,000,000
E.L. – Disease – Policy Limit	\$2,000,000