

**KENDALL COUNTY FOREST PRESERVE DISTRICT
COMMITTEE OF THE WHOLE MEETING
AGENDA**

**TUESDAY, SEPTEMBER 13, 2022
4:30 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. Executive Director's Report
- VI. Motion to Forward Claims to Commission
- VII. **OLD BUSINESS**
 - a. Review of the Updated FY23 Operating Fund (Fund 1900) Preliminary Budget
- VIII. **NEW BUSINESS**
 - a. Little Rock Creek Dam Removal – Overview, Discussion, and Recommendations – RES, Inc.
 - b. Subat Master Plan - Community Meetings and Survey Summary
 - c. Subat Master Plan and FY23 IDNR-OSLAD Proposal Updates: IDNR FY23 OSLAD Grant Proposal - OS/DOC-2 Acquisition Certification and OS/DOC-3 Resolution of Authorization
 - d. Proposed Fees and Charges – Environmental Education School and Scout Programming Fees and Minimum Enrollments
 - e. Sunrise Center North License Agreement Renewal for the Period Extending January 1, 2022 through December 31, 2024
 - f. Facility License Agreements Templates
 - i. Proposed Ordinance #22-09-001 Amending the Kendall County Forest Preserve District's Rules of Order
 - ii. Proposed Ordinance #22-09-002 Amending the Kendall County Forest Preserve District's General Use Ordinance #02-01
 - iii. Proposed Ordinance #22-09-003 Approving Facility License Agreement Templates and Signature Authority
 - g. TMF Management, LLC Abatement of Real Property Taxes Agreement
 - h. GRAINCO FS Propane Tank Lease Agreement – Ellis House
- IX. **OTHER ITEMS OF BUSINESS**
 - a. Oswego Police Training – Harris Forest Preserve – September 15, 2022 from 4 pm to 9 pm
- XVIII. Public Comments
- XIX. Executive Session
- XX. Summary of Action Items
- XXI. Adjournment

To: Kendall County Forest Preserve District Committee of the Whole

From: David Guritz, Executive Director

RE: August-September 2022 Director's Report

Date: September 13, 2022

Meetings, Events, Trainings and Preserve Maintenance/Improvement Projects

July 27, 2022	IDNR Habitat/Pheasant Fund Grant Proposal Development
July 27, 2022	ICECF Phone Consult – Carbon Crediting @ Reservation Woods
August 9, 2022	Fox River Bluffs – RTP Project Bid Opening
August 18, 2022	Kane-Kendall Oak Ecosystem Recovery Group Meeting
August 18, 2022	Forest Foundation of Kendall County Board Meeting
August 19, 2022	Pickerill Estate House – Pre-Bid Meeting
August 19, 2022	FY23 Landscape Scale Restoration Proposal Discussion – Morton Arb.
August 23, 2022	KC-ROE License Agreement Review Meeting and Discussion
August 24, 2022	Pickerill Estate House - Contractor Open House
September 1, 2022	Pickerill Estate House – Bid Opening
September 8, 2022	T-Mobile Services Check-In
September 8, 2022	Subat Master Plan – FY23 OSLAD Proposal - Community Meeting #1
September 8, 2022	Forest Foundation of Kendall County Board Meeting
September 9, 2022	Subat Master Plan – FY23 OSLAD Proposal - Community Meeting #2
September 13, 2022	Subat Master Plan – FY23 OSLAD Proposal – Public Hearing

FY23 Preliminary Budget

A revised draft budget will be prepared for Committee of the Whole review at the September meeting.

Pickerill Estate House Renovation Project Updates

The District has received back two signed contracts from Lite Construction, Inc. The pre-construction meeting is scheduled for Monday, September 19 at 10:30 am (agenda attached).

Fox River Bluffs – RTP Project Updates

E. Hoffman, Inc. plans to begin site work later this month. KC Highway anticipates that construction traffic will be able to access the preserve from the Eldamain Road corridor, with concrete pouring anticipated for completion later this week.

Subat Master Plan – FY23 IDNR-OSLAD Proposal Preparation

The District is putting forward considerable effort to insure the FY23 IDNR-OSLAD proposal checklist is complete. This includes completion of the public hearing and community meetings, securing an updated title insurance policy and plat of survey, support of the development of the Comprehensive Environmental Review Process (CERP) required report and narrative, and community outreach for letters of support.

The District and Wight and Company are on track for meeting the proposal submission deadlines.

Kendall County Outdoor Education Center

The District is in discussion with the Grundy-Kendall ROE and Superintendents from Yorkville Y115, Plano #88, and Sandwich #430 to negotiate the possible integration of the Outdoor Education Center's cooperative programming into the District's education division. A draft integration budget has been developed, and is currently under review.

Little Rock Creek Dam Removal

The District will be reaching out to qualified firms to request a proposal for construction cost estimating for removal of the Little Rock Creek low head dam and associated habitat and water quality enhancement projects. An initial inquiry has been placed into Hey and Associates to discuss the project.

Hoover Nature Play Space Improvements

The Ponderosa Play House kit has been delivered to Hoover Forest Preserve. The Forest Foundation of Kendall County is raising funds to offset the remaining purchase costs, and costs for completion. A meeting was held this week with a possible donor of the remaining \$7,000.00 project cost.

The District has completed site prep for concrete pouring scheduled for completion at Meadowhawk Lodge and Stephanie's Garden.

Fox River Fish Survey

Grounds and Natural Resources Division Supervisor White is working to confirm that no follow-up survey is required due to the IDNR – Fishery Division's continuing monitoring efforts along that section of the Fox River near the bridge at Millbrook.

Grant Reporting

The District is current on meeting the quarterly reporting requirements for the Fox River Bluffs RTP grant and Pickerill-Pigott PARC Grant. The next quarterly reports are due for each on October 1, 2022.

The District is current on grant disbursements from the Illinois Clean Energy Community Foundation.

The District re-submitted its final report and invoice for \$50,000.00 to The Morton Arboretum for successful conclusion of the Landscape Scale Restoration Grant. The District anticipates receiving the payment later this month for deposit in the District's capital fund (Fund 1907).

Respectfully submitted,

Dave Guritz

PRE-CONSTRUCTION MEETING AGENDA

Project Number: 19-429-1250
Project: 1250 – KCFPD – Ken Pickerill House Renovations
Meeting Number: 1250 – 003
Date: 09/19/2022 **Time:** 10:30 a.m.
Prepared by: Chris Hansen **Location:** Pickerill Pigott FPD

First Name	Last Name	Company Name	Email	Attended
Chris	Hansen	Kluber Architects + Engineers	chansen@kluberinc.com	
Parnell	Tesoro	Kluber Architects + Engineers	ptesoro@kluberinc.com	
Dave	Guritz	KCFPD	dguritz@kendallcountyil.gov	
Antoinette	White	KCFPD	awhite@kendallcountyil.gov	
Austin	Luetlich	KFPD	aluetlich@kendallcountyil.gov	
Tim	Campbell	Lite Construction	timc@liteconstruction.com	
John	Campbell	Lite Construction	johnc@liteconstruction.com	

Item Number: 1250 – 003 - 1.
Topic: INTRODUCTION OF RESPONSIBLE PERSONNEL

1. Owner Management: KCFPD
 - a. Dave Guritz, Director
 - i. Dave will be the primary contact and authorized to act on behalf of the KCFPD.
 - ii. Phone: (630) 553-4131 (office)
 - iii. Cell: (630) 538-6303
 - iv. Email: dguritz@kendallcountyil.gov
 - b. Antoinette White, Grounds & Natural Resources Division Supervisor
 - i. Phone: (630) 553-4131 (Office)
 - ii. Cell: _____
 - iii. Email: awhite@kendallcountyil.gov
2. Architect / Engineer: Kluber, Inc. 630-406-1213
 - a. Chris Hansen, Project Manager
 - i. Chris will be the primary contact and authorized to act on behalf of Kluber, Inc.
 - ii. Phone: (630) 406-1213 (office)
 - iii. Cell: (630) 254-2012
 - iv. Email: chansen@kluberinc.com
 - b. Lauren Ruhl, Project Coordinator

- i. Lauren to be copied on all correspondence.
 - ii. Phone: (630) 389-7040 (office)
 - iii. Email: lruhl@kluberinc.com
 - c. Parnell Tesoro, Architectural Designer
 - i. Phone: (630) 406-1213 (office)
 - ii. Email: ptesoro@kluberinc.com
- 3. Contractor: Lite Construction
 - a. Project Manager: _____
 - i. Phone: (630) 896-7220 (office)
 - ii. Cell: _____
 - iii. Email: _____
 - b. Project Superintendent: _____
 - i. Cell: _____
 - ii. Email: _____

Item Number: 1250 – 003 - 2.
Topic: **CONTRACTS, INSURANCE & BONDS – Sections 00 52 00, 00 60 00**

1. Contracts – Owner executed. Contractor Status?
2. Insurance Certificates – Need to be received prior to work commencing on site.
 - a. Kluber Inc. Additional Insured.
3. Performance and Payment Bonds. 110% Contract Value needed.

Item Number: 1250 – 003 - 3.
Topic: **SCHEDULE OF VALUES – Section 01 20 00**

1. Contractor to submit a complete schedule of values for their work and their sub-contractor's portion of work to Lauren Ruhl at least fourteen (14) days prior to the first pay request. Note: There will be TWO Pays app per month for this project. One for the House (Bid A) and One for the Re-Roofing (Bid B). Entitle the Pay apps Pay App 1A or 1B accordingly.
 - a. Indicate contractor's material and labor as separate line items.
 - b. Indicate value of submittals as its own line item.
 - c. Indicate bonds and insurance as its own line item.
 - d. Indicate value of closeout documents as its own line item.
 - e. Indicate General Conditions as its own line item.
 - f. Indicate Overhead and Profit as its own line item.
2. Include the following as its own line item:
 - a. Indicate the stipulated sum of \$50,000.00 on the Schedule of Values.
3. Change Orders: Revise and include each approved change order as project proceeds.

Item Number: 1250 – 003 - 4.
Topic: **APPLICATION FOR PAYMENT – Section 01 20 00**

1. Contractor to submit a pencil copy of Application for Payment on or about the fifteenth day of each month to Lauren Ruhl, Project Coordinator, for processing. This amount should project through to the end of the month. Utilize AIA G702 and G703 forms. Sub-Contracts indicated as "Not Let" on any pay applications will not be acceptable. Contractor must finalize their sub-contracts prior to the First Application for Payment.
2. Contingency and Cash Allowances must have their own line item on the G703 form. Contractors may not draw from these allowances without a fully executed Change Order. All change order requests should be sent to the Project Coordinator.
3. Once the pay applications have been reviewed with the Owner, Lauren Ruhl will notify you of the approval or

changes. Contractors then will submit the electronic Application for Payment by the last day of each month to Lauren Ruhl for presentation at the next Board Meeting. A partial waiver of lien for the full amount of the current month's draw needs to be attached to the pay application. Sub-waivers may trail on the following month's request.

4. ALL retainages are to remain at 10% until the project has achieved substantial completion and the Owner and Architect agree to authorize a reduction in retainage.
5. Certified Payroll: "Trailing" Certified Payroll Records shall be uploaded to the IDOL website each month.
6. A letter from Lite Construction noting that certified payroll records were verified and upload from all subs is required with each subsequent month's; Lite Construction pay application/s.
7. Notes: Board Commission meetings are conducted on the 1st and 3rd Tuesday's each month.

Item Number: 1250 – 003 - 5.

Topic: CONSTRUCTION ADMINISTRATION PROCEDURES

1. All RFI & Shop Drawing correspondence to be directed to Lauren Ruhl at Kluber, Inc. Lauren will route your information internally to the appropriate party for action.
2. Field Decisions: All questions are to be submitted in writing utilizing RFI forms with sequential numbers and sent to Kluber for review.
3. Contract Modification Procedures (Section 01 20 00 - Price and Payment Procedures)
 - a. Supplemental Instructions - AIA G710.
 - b. Request for Proposals - AIA G709.
 - c. Construction Change Directive - AIA G714.
 - d. Change Order - AIA G701.
4. No work is to proceed on change orders until approved by the Owner.

Item Number: 1250 – 003 - 6.

Topic: SUBMITTALS – Section 01 30 00

1. Transmittal: Indicate Specification Section to which submittal relates on transmittal. Submittals that do not indicate the related specification sections will be rejected and returned to contractor for revision.
2. Submit only those products which are specified. Substitutions are not permitted after the bidding date. Contractors submitting products other than what has been specified will be rejected. Only one review will be performed on Revise & Re-submit or Rejected shop drawings.
3. Revise and Re-submit/Rejected submittals must be clearly marked with dated revision clouds specifically identifying the revised items/elements and only those sheets are to be submitted. Shop drawings not requiring re-submittal will be returned not reviewed.
4. Documents for Review:
 - a. Submit in Adobe PDF electronic file format via email. Architect will return a reviewed copy in Adobe PDF electronic file format via email.
5. Documents for Information: Submit one (1) electronic copy in Adobe DF via email, which will be retained by the Architect.
6. Samples: Submit the number specified in individual specification sections: one of which will be retained by Architect.
 - a. After review, produce duplicates.
 - b. Retained samples will not be returned to Contractor unless specifically so stated.

Item Number: 1250 – 003 - 7.

Topic: TEMPORARY FACILITIES AND CONTROLS – Section 01 50 00

1. Temporary Utilities
 - a. Owner will provide the following:
 - i. Electrical power and metering, consisting of connection to existing facilities.
 - ii. Water supply, consisting of connection to existing facilities.
 - b. Existing facilities may be used.
 - c. Use trigger-operated nozzles for water hoses, to avoid waste of water.
2. Telecommunication Services
 - a. Provide, maintain, and pay for telecommunications services to field office at time of project mobilization.
 - b. Telecommunications services shall include:
 - i. One (1) mobile cellular telephone for each of Contractor's and any Subcontractor's field personnel.
3. Temporary Sanitary Facilities
 - a. Provide and maintain required temporary toilet facilities and enclosures (Porta-Johns). Provide at time of project mobilization.
 - b. Use of existing facilities located at project site is not permitted.
 - c. Maintain daily in clean and sanitary condition.
4. Barriers
 - a. Provide barriers to prevent unauthorized entry to construction areas, to prevent access to areas that could be hazardous to workers or the public, to allow for owner's use of site and to protect existing facilities and adjacent properties from damage from construction operations and demolition.
5. Interior Enclosures
 - a. Provide temporary partitions as indicated to separate work areas from Owner-occupied areas, to prevent penetration of dust and moisture into Owner-occupied areas, and to prevent damage to existing materials and equipment.
 - b. Construction: Framing and reinforced polyethylene sheet materials with closed joints and sealed edges at intersections with existing surfaces.
6. Security
 - a. Provide security and facilities to protect Work, existing facilities, and Owner's operations from unauthorized entry, vandalism, or theft.
 - b. Coordinate with Owner's security program.
7. Vehicular Access and Parking
 - a. Comply with regulations relating to use of streets and sidewalks, access to emergency facilities, and access for emergency vehicles.
 - b. Coordinate access and haul routes with governing authorities and Owner.
 - c. Provide and maintain access to fire hydrants, free of obstructions.
 - d. Provide means of removing mud from vehicle wheels before entering streets.
 - e. Designated existing on-site roads may be used for construction traffic as coordinated with Owner.
 - f. Provide temporary parking areas to accommodate construction personnel. When site space is not adequate, provide additional off-site parking.
 - g. Existing on street parking areas located at project site may be used for construction parking.
8. Waste Removal
 - a. See Section 01 74 19 - Construction Waste Management and Disposal, for additional requirements.
 - b. Provide waste removal facilities and services as required to maintain the site in clean and orderly condition.
 - c. Provide containers with lids. Remove trash from site weekly.
 - d. If materials to be recycled or re-used on the project must be stored on-site, provide suitable non-combustible containers; locate containers holding flammable material outside the structure unless otherwise approved by the authorities having jurisdiction.
 - e. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.
9. Field Offices

- a. Office: Contractor's vehicle or inside house.
10. Removal of Utilities, Facilities, and Controls
 - a. Remove temporary utilities, equipment, facilities, materials, prior to Date of Substantial Completion inspection.
 - b. Clean and repair damage caused by installation or use of temporary work.
 - c. Restore existing facilities used during construction to original condition.
 - d. Restore new permanent facilities used during construction to specified condition.

Item Number: 1250 – 003 - 8.

Topic: DELIVERY, STORAGE & HANDLING – Section 01 60 00

1. Use of Site: Materials and equipment, deliveries. Coordinate location with Owner.
2. Under NO circumstances will Owner nor Owner's Representative be responsible for unloading of materials. Contractors are responsible for proper unloading scheduling. Deliveries received to site without a responsible party to unload them will be refused.
3. Adjacent storage barn use for temporary storage of materials; locking procedures.

Item Number: 1250 – 003 - 9.

Topic: CONSTRUCTION CLEANING – Section 01 70 00

1. Progress Cleaning: Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
2. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.
3. Broom and vacuum clean interior areas prior to start of surface finishing and continue cleaning to eliminate dust.
4. Collect and remove waste materials, debris, and trash/rubbish from site periodically and dispose off-site; do not burn or bury.
5. Final Cleaning: Execute final cleaning prior to final completion before Owner occupancy.
6. Location of dumpster to be coordinated with Owner.

Item Number: 1250 – 003 - 10.

Topic: CLOSEOUT SUBMITTALS – Section 01 70 00 & 01 78 00

1. Project Record Documents:
 - a. Submit documents to The Kendall County Forest Preserve District with claim for Final Application for Payment
 - b. Maintain a complete set of up-to-date Record Documents at project site.
2. Operations and Maintenance Data:
 - a. Submit two (2) copies of preliminary draft of proposed formats and outlines of content before start of work.
 - b. Submit one (1) copy of completed documents fifteen (15) days prior to final inspection.
 - c. Submit two (2) sets of revised final documents within ten (10) days after final inspection.
3. Warranties and Bonds:
 - a. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within ten (10) days after acceptance.
 - b. Make other submittals within ten (10) days after Date of Substantial Completion, prior to Final Application for Payment.

Item Number: 1250 – 003 - 11.

Topic: PERMITS AND INSPECTIONS

1. Contractor is responsible for obtaining the permit from the Authority having Jurisdiction. Permit application was submitted to the Authority having Jurisdiction and is approved.
 - a. Permit review is complete, needing Contractor's final information for (Lite Construction) and Septic Field Contractor for Septic Permits to be finalized. Contractor to coordinate permit information with Owner.
 - b. Cost of the permit will be paid by Owner.
2. Contractor to coordinate inspections with appropriate parties. Kluber will provide field observations based on the progress of the work.

Item Number: 1250 – 003 - 12.

Topic: CONSTRUCTION PROGRESS SCHEDULE

1. Preliminary Schedule
 - a. Award of Contract: September 2022.
 - b. Commencement of Construction: September 19, 2022; Discuss/Confirm
 - c. Substantial Completion: June 30, 2022.
 - d. Project Closeout: End July, 2022.
2. Construction Meetings
 - a. Determine schedule: _____
 - b. Meeting date and time: _____
 - c. Notes: Kluber has a maximum of 10 site visits / Meeting contracted including substantial and final completion walkthroughs.

Item Number: 1250 – 003 - 13.

Topic: QUESTIONS

1. Architect
2. Owner
3. Contractor

To: Kendall County Forest Preserve District Finance Committee
 From: David Guritz, Executive Director
 RE: KC-Outdoor Education Center - Program Integration Concept and Budget
 Date: 25-Aug-22

Student Enrollments

Yorkille CUSD Y115	6,700	Plano CUSD #88	2,500	Sandwich CUSD #430	1,879
Total		11,079			

KC-OEC Current Budget (Per Meeting)

\$132,000 KC Education Cooperative (\$11.50 per student)
 \$50,000 Contributed by KC-ROE
 \$3,000 Cooperative Annual Fee
 \$20,000 Non-Cooperative Programming (Summer Camps; Outside Groups)
\$155,000 Total revenues

\$145,000 Staff Salaries
 \$10,000 Supplies and Utilities (est)
\$155,000 Total Expenditures

KCFPD - KC-OEC Integration Budget

Revenues

\$77,553 Education Cooperative Assessment (\$7.00 per student)
 \$3,000 Cooperative Annual Fee
 \$20,000 Non-Cooperative Programming
\$100,553 Total Revenues

Expenditures

\$27,878 KCFPD Environmental Education Program Coordinator Salary (1,475 hours)
 \$3,772 Benefits

\$12,350 KCFPD Part Time Environmental Education Instructors (950 hours)
 \$547 Benefits
 \$45,000 KC-OEC Part Time Environmental/Outdoor Education Instructors (Est)
\$89,546 Total Salaries and Benefits

\$4,000 Teams Course Inspection and Maintenance
 \$4,000 KC-OEC Building Utilities and Maintenance
\$8,000 Total Expenditures

 \$3,000 Budget Contingency
\$100,546 Total Program Expenditures

\$7 Net Gain/(Loss)

To: Kendall County Forest Preserve District Committee of the Whole

From: Antoinette White, Grounds and Natural Resources Division Supervisor

RE: KCFPD Grounds and Natural Resource Project Updates

Date: September 13, 2022

The Grounds Maintenance staff has continued with mowing, trail clearing and rentals this month at all preserves.

In addition to normal grounds and building maintenance, staff has replaced and repaired broken split-rail fences at various preserves, guard rails along the main trail at Hoover, and retaining walls at the Harris sled hill.

There was a volunteer workday at the Pickerill Estate House with the Yorkville Middle School Volleyball team to remove landscaping rocks around the house.

The Grounds team also made repairs to the Ellis bridge by replacing over 30 planks.

Vehicle maintenance has been kept up on rainy days, with staff bleeding and flushing brakes, doing brake replacements, and routine oil changes.





CLERK: jgranholm BATCH: 2772

VENDOR REMIT NAME	INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE
HELD INVOICES							
51 00001 AMAZON.COM	<u>1DLW-RW74-6LGM</u>		091522F	7.54	.00	.00	
CASH <u>000008</u>	INV 08/29/2022	SEP-CHK: Y	DISC: .00				
ACCT <u>1Y210</u>	DUE 09/28/2022	DESC:Outlet covers for Natural Beginnings			<u>19001178 63030</u>	7.54	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 51/31630							
* Invoice must be approved or voided to post.							
51 00001 AMAZON.COM	<u>13G9-G44H-J19C</u>		091522F	260.57	.00	.00	
CASH <u>000008</u>	INV 08/25/2022	SEP-CHK: Y	DISC: .00				
ACCT <u>1Y210</u>	DUE 09/24/2022	DESC:First Aid Supplies-NB			<u>19001178 63030</u>	260.57	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 51/31631							
* Invoice must be approved or voided to post.							
51 00001 AMAZON.COM	<u>19JC-VYF4-3YPT</u>		091522F	47.99	.00	.00	
CASH <u>000008</u>	INV 08/25/2022	SEP-CHK: Y	DISC: .00				
ACCT <u>1Y210</u>	DUE 09/24/2022	DESC:Bow Hunt Supplies			<u>19001183 63110</u>	47.99	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 51/31632							
* Invoice must be approved or voided to post.							
51 00001 AMAZON.COM	<u>1LP6-MKNF-7JG4</u>		091522F	27.99	.00	.00	
CASH <u>000008</u>	INV 08/23/2022	SEP-CHK: Y	DISC: .00				
ACCT <u>1Y210</u>	DUE 09/22/2022	DESC:Boxes for paper storage			<u>190011 62000</u>	27.99	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 51/31633							
* Invoice must be approved or voided to post.							
51 00001 AMAZON.COM	<u>1PF4-DQY9-134X</u>		091522F	8.99	.00	.00	
CASH <u>000008</u>	INV 08/23/2022	SEP-CHK: Y	DISC: .00				
ACCT <u>1Y210</u>	DUE 09/22/2022	DESC:Spray Bottles-NB Supplies			<u>19001178 63030</u>	8.99	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 51/31634							
* Invoice must be approved or voided to post.							



A better erp solution

2
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| apinvent

09/13/2022 09:37
jgranholm
| Kendall County
| INVOICE ENTRY PROOF LIST

CLERK: jgranholm BATCH: 2772

NEW INVOICES

VENDOR REMIT NAME	INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE
51 00001 AMAZON.COM	<u>1VXG-DXR4-LL9C</u>		091522F	97.59	.00	.00	
CASH <u>000008</u>	INV 09/05/2022	SEP-CHK: Y	DISC: .00.				
ACCT <u>1Y210</u>	DUE 10/05/2022	DESC:NB Supplies-portable toilet, pop up tent, cones,			<u>19001178 63030</u>		97.59 1099:
CONDITIONS THAT PREVENT POSTING INVOICE 51/31655							
* Invoice must be approved or voided to post.							
51 00001 AMAZON.COM	<u>1PXX-PHN6-DX3M</u>		091522F	19.98	.00	.00	
CASH <u>000008</u>	INV 09/11/2022	SEP-CHK: Y	DISC: .00				
ACCT <u>1Y210</u>	DUE 10/11/2022	DESC:Equine Slow Feeder-Ellis			<u>19001164 63000</u>		19.98 1099:
CONDITIONS THAT PREVENT POSTING INVOICE 51/31804							
* Invoice must be approved or voided to post.							
51 00001 AMAZON.COM	<u>11H7-NODG-Y66Q</u>		091522F	44.89	.00	.00	
CASH <u>000008</u>	INV 09/11/2022	SEP-CHK: Y	DISC: .00				
ACCT <u>1Y210</u>	DUE 10/11/2022	DESC:Amazon Laminating sheets, calendar, envelopes			<u>190011 62000</u>		44.89 1099:
CONDITIONS THAT PREVENT POSTING INVOICE 51/31805							
* Invoice must be approved or voided to post.							
124 00000 BARRETT'S ECOWAT	<u>0010381091522</u>		091522F	29.18	.00	.00	
CASH <u>000008</u>	INV 08/20/2022	SEP-CHK: Y	DISC: .00				
ACCT <u>1Y210</u>	DUE 09/20/2022	DESC:Water service-Ellis			<u>19001160 68580</u>		29.18 1099:
CONDITIONS THAT PREVENT POSTING INVOICE 124/31559							
* Invoice must be approved or voided to post.							
529 00000 EQUINE VETERINAR	<u>11759091522</u>		091522F	1,649.00	.00	.00	
CASH <u>000008</u>	INV 07/31/2022	SEP-CHK: Y	DISC: .00				
ACCT <u>1Y210</u>	DUE 09/15/2022	DESC:Vet services for horses			<u>19001164 63020</u>		1,649.00 1099:
CONDITIONS THAT PREVENT POSTING INVOICE 529/31624							
* Invoice must be approved or voided to post.							
541 00000 FIRST NATIONAL B	<u>5931White091522</u>		091522F	179.30	.00	.00	
CASH <u>000008</u>	INV 09/02/2022	SEP-CHK: Y	DISC: .00				
ACCT <u>1Y210</u>	DUE 09/27/2022	DESC:White P card August 2022			<u>190011 62000</u>		179.30 1099:



CLERK: jgranholm BATCH: 2772 INVOICE INVOICE PO NEW INVOICES

VENDOR REMIT NAME INVOICE INVOICE PO CHECK RUN NET AMOUNT EXCEEDS PO BY PO BALANCE CHK/WIRE

CONDITIONS THAT PREVENT POSTING INVOICE 541/31801

* Invoice must be approved or voided to post.

541 00000 FIRST NATIONAL B 3433Wiencke091522 091522F 188.92 .00 .00

CASH 000008 2022/09 INV 09/02/2022 SEP-CHK: Y DISC: .00 43.92 1099:
ACCT 1Y210 DEPT 11 DUE 09/27/2022 DESC:P Card Wiencke Aug 2022 145.00 1099:

CONDITIONS THAT PREVENT POSTING INVOICE 541/31802

* Invoice must be approved or voided to post.

541 00000 FIRST NATIONAL B 3583GuritzAug2022 091522F 1,105.15 .00 .00

CASH 000008 2022/09 INV 09/02/2022 SEP-CHK: Y DISC: .00 1,023.75 1099:
ACCT 1Y210 DEPT 11 DUE 09/27/2022 DESC:Guritz Credit Card Aug 2022 81.40 1099:

CONDITIONS THAT PREVENT POSTING INVOICE 541/31863

* Invoice must be approved or voided to post.

541 00000 FIRST NATIONAL B 6660Vick Aug2022 091522F 46.38 .00 .00

CASH 000008 2022/09 INV 09/02/2022 SEP-CHK: Y DISC: .00 46.38 1099:
ACCT 1Y210 DEPT 11 DUE 09/27/2022 DESC:Vick Credit Card Aug 2022

CONDITIONS THAT PREVENT POSTING INVOICE 541/31864

* Invoice must be approved or voided to post.

575 00000 FOREST FOUNDATIO Breunig Donation 091522F 216.00 .00 .00

CASH 000008 2022/09 INV 09/12/2022 SEP-CHK: Y DISC: .00 216.00 1099:
ACCT 1Y210 DEPT 11 DUE 09/15/2022 DESC:NB Donation-Jennifer Bruenig

CONDITIONS THAT PREVENT POSTING INVOICE 575/31807

* Invoice must be approved or voided to post.

1060 00000 JOHN DEERE FINAN 11113-29745091522 091522F 59.98 .00 .00

CASH 000008 2022/09 INV 08/27/2022 SEP-CHK: Y DISC: .00 16.99 1099:
ACCT 1Y210 DEPT 11 DUE 09/16/2022 DESC:Grounds and Capital purchases 42.99 1099:

CONDITIONS THAT PREVENT POSTING INVOICE 1060/31622

* Invoice must be approved or voided to post.



CLERK: jgranholm BATCH: 2772

VENDOR REMIT NAME

INVOICE

PO

NEW INVOICES

CHECK RUN

NET AMOUNT

EXCEEDS PO BY

PO BALANCE

CHK/WIRE

1060 00000 JOHN DEERE FINAN 41111-16381091522 091522F 275.11 .00 .00

CASH 000008 2022/09 INV 08/27/2022 SEP-CHK: Y DISC: .00 87.68 1099:

ACCT 1Y210 DEPT 11 DUE 09/16/2022 DESC:Ellis and Grounds purchases 187.43 1099:

CONDITIONS THAT PREVENT POSTING INVOICE 1060/31623

* Invoice must be approved or voided to post.

1060 00000 JOHN DEERE FINAN 1113-41567091522 091522F 46.48 .00 .00

CASH 000008 2022/09 INV 09/01/2022 SEP-CHK: Y DISC: .00 46.48 1099:

ACCT 1Y210 DEPT 11 DUE 09/21/2022 DESC:Ellis Grounds Supplies

CONDITIONS THAT PREVENT POSTING INVOICE 1060/31702

* Invoice must be approved or voided to post.

1152 00000 KENDALL PLUMBING 92300500036 091522F 1,449.00 .00 .00

CASH 000008 2022/09 INV 09/02/2022 SEP-CHK: Y DISC: .00 1,449.00 1099:7

ACCT 1Y210 DEPT 11 DUE 09/15/2022 DESC:Rookery Furnace/AC Repair-Blower

CONDITIONS THAT PREVENT POSTING INVOICE 1152/31803

* Invoice must be approved or voided to post.

1153 00000 KENDALL CO HIGHW Aug 2022 Fuel 091522F 1,223.97 .00 .00

CASH 000008 2022/09 INV 09/01/2022 SEP-CHK: Y DISC: .00 1,223.97 1099:

ACCT 1Y210 DEPT 11 DUE 09/15/2022 DESC:Aug 2022 Fuel and Diesel

CONDITIONS THAT PREVENT POSTING INVOICE 1153/31657

* Invoice must be approved or voided to post.

1323 00000 MENARDS 51521 091522F 17.83 .00 .00

CASH 000008 2022/09 INV 08/23/2022 SEP-CHK: Y DISC: .00 17.83 1099:

ACCT 1Y210 DEPT 11 DUE 09/15/2022 DESC:Menards-NB Supplies-Key rings, markers

CONDITIONS THAT PREVENT POSTING INVOICE 1323/31561

* Invoice must be approved or voided to post.

1323 00000 MENARDS 51478 091522F 202.00 .00 .00

CASH 000008 2022/09 INV 08/23/2022 SEP-CHK: Y DISC: .00 202.00 1099:

ACCT 1Y210 DEPT 11 DUE 09/15/2022 DESC:Menards-Stain/finish-5 gallon



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VENDOR REMIT NAME	INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE
CONDITIONS THAT PREVENT POSTING INVOICE 1323/31562							
* Invoice must be approved or voided to post.							
1323 00000 MENARDS	51743		091522F	63.55	.00	.00	
CASH 000008	INV 08/26/2022	SEP-CHK: Y	DISC: .00				22.98 1099:
ACCT 1Y210	DUE 09/15/2022	DESC:Menards-drive bit, tarp, insect spray			19001183 63110		40.57 1099:
CONDITIONS THAT PREVENT POSTING INVOICE 1323/31563							
* Invoice must be approved or voided to post.							
1323 00000 MENARDS	51755		091522F	270.81	.00	.00	
CASH 000008	INV 08/26/2022	SEP-CHK: Y	DISC: .00				270.81 1099:
ACCT 1Y210	DUE 09/15/2022	DESC:Menards-Ellis-plywood, lubricant			19001161 68580		
CONDITIONS THAT PREVENT POSTING INVOICE 1323/31564							
* Invoice must be approved or voided to post.							
1323 00000 MENARDS	51648		091522F	285.80	.00	.00	
CASH 000008	INV 08/25/2022	SEP-CHK: Y	DISC: .00				43.81 1099:
ACCT 1Y210	DUE 09/15/2022	DESC:Menards-Hoover-Shop, Building, Grounds			19001171 63120		87.04 1099:
CONDITIONS THAT PREVENT POSTING INVOICE 1323/31566							
* Invoice must be approved or voided to post.							
1323 00000 MENARDS	50920		091522F	152.21	.00	.00	
CASH 000008	INV 08/16/2022	SEP-CHK: Y	DISC: .00				154.95 1099:
ACCT 1Y210	DUE 09/15/2022	DESC:Menards-Hose Reel, Wood, screws			19001171 63110		
CONDITIONS THAT PREVENT POSTING INVOICE 1323/31567							
* Invoice must be approved or voided to post.							
1323 00000 MENARDS	51032		091522F	8.95	.00	.00	
CASH 000008	INV 08/17/2022	SEP-CHK: Y	DISC: .00				8.95 1099:
ACCT 1Y210	DUE 09/15/2022	DESC:Menards-Grounds-socket adapter, coupling			19001183 63110		
CONDITIONS THAT PREVENT POSTING INVOICE 1323/31569							
* Invoice must be approved or voided to post.							



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VENDOR REMIT NAME	INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE
1323 00000 MENARDS	51015		091522F	1,392.83	.00	.00	
CASH 000008	2022/09	INV 08/17/2022	SEP-CHK: Y	DISC: .00			
ACCT 1Y210	DEPT 11	DUE 09/15/2022	DESC:Roofing project materials		190711 68500	1,392.83	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 1323/31571							
* Invoice must be approved or voided to post.							
1323 00000 MENARDS	52331		091522F	75.26	.00	.00	
CASH 000008	2022/09	INV 09/03/2022	SEP-CHK: Y	DISC: .00			
ACCT 1Y210	DEPT 11	DUE 09/15/2022	DESC:Menards-Ellis House- batteries, tape, outlet		19001160 68580	75.26	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 1323/31799							
* Invoice must be approved or voided to post.							
1452 00000 NICOR	85662610121091522		091522F	163.61	.00	.00	
CASH 000008	2022/09	INV 09/08/2022	SEP-CHK: Y	DISC: .00			
ACCT 1Y210	DEPT 11	DUE 10/25/2022	DESC:Nicor Millbrook S		19001183 63090	163.61	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 1452/31798							
* Invoice must be approved or voided to post.							
1659 00000 SHOREWOOD HOME & 01-327591			091522F	210.03	.00	.00	
CASH 000008	2022/09	INV 08/30/2022	SEP-CHK: Y	DISC: .00			
ACCT 1Y210	DEPT 11	DUE 09/15/2022	DESC:Parts and Equipment for Ellis Tractor		19001162 68580	210.03	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 1659/31703							
* Invoice must be approved or voided to post.							
1665 00000 SHAW MEDIA	10085118091522		091522F	448.11	.00	.00	
CASH 000008	2022/09	INV 08/31/2022	SEP-CHK: Y	DISC: .00			
ACCT 1Y210	DEPT 11	DUE 09/30/2022	DESC:Pickerill, Subat Publication, Website		190011 62090	388.12	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 1665/31674							
* Invoice must be approved or voided to post.							
1789 00000 TRANE COMPANY	312904186		091522F	98.51	.00	.00	
CASH 000008	2022/09	INV 08/24/2022	SEP-CHK: Y	DISC: .00			
ACCT 1Y210	DEPT 11	DUE 09/23/2022	DESC:AC/Furnace Unit-Pickerill		191311 70330	98.51	1099:



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NEW INVOICES

VENDOR REMIT NAME	INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE
CONDITIONS THAT PREVENT POSTING INVOICE 1789/31560							
* Invoice must be approved or voided to post.							
<u>1820</u> 00000 UNIQUE PRODUCTS	<u>437247</u>		091522F	1,075.68	.00	.00	
CASH <u>000008</u> 2022/09 INV 09/02/2022 SEP-CHK: Y DISC: .00					<u>19001171 63110</u>	641.87	1099:
ACCT <u>1Y210</u> DEPT 11 DUE 09/15/2022 DESC:Cleaning and paper products for Hoover,					<u>19001183 63110</u>	433.81	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 1820/31652							
* Invoice must be approved or voided to post.							
<u>1827</u> 00000 UPLAND DESIGN LT <u>21-939B-03</u>			091522F	10,374.40	.00	.00	
CASH <u>000008</u> 2022/09 INV 08/29/2022 SEP-CHK: Y DISC: .00					<u>190811 70650</u>	10,374.40	1099:
ACCT <u>1Y210</u> DEPT 11 DUE 09/15/2022 DESC:Professional Services-FRB							
CONDITIONS THAT PREVENT POSTING INVOICE 1827/31629							
* Invoice must be approved or voided to post.							
<u>1928</u> 00000 WBK ENGINEERING, <u>23462</u>			091522F	400.00	.00	.00	
CASH <u>000008</u> 2022/09 INV 08/31/2022 SEP-CHK: Y DISC: .00					<u>190811 70650</u>	400.00	1099:
ACCT <u>1Y210</u> DEPT 11 DUE 09/15/2022 DESC:Fox River Bluffs Professional Services							
CONDITIONS THAT PREVENT POSTING INVOICE 1928/31808							
* Invoice must be approved or voided to post.							
<u>1937</u> 00000 WIRE WIZARD OF I <u>358795</u>			091522F	105.00	.00	.00	
CASH <u>000008</u> 2022/09 INV 09/01/2022 SEP-CHK: Y DISC: .00					<u>19001171 62270</u>	105.00	1099:
ACCT <u>1Y210</u> DEPT 11 DUE 10/01/2022 DESC:Alarm Monitoring-Rookery							
CONDITIONS THAT PREVENT POSTING INVOICE 1937/31653							
* Invoice must be approved or voided to post.							
<u>1937</u> 00000 WIRE WIZARD OF I <u>358794</u>			091522F	180.00	.00	.00	
CASH <u>000008</u> 2022/09 INV 09/01/2022 SEP-CHK: Y DISC: .00					<u>19001171 62270</u>	180.00	1099:
ACCT <u>1Y210</u> DEPT 11 DUE 10/01/2022 DESC:Alarm Monitoring MHL							
CONDITIONS THAT PREVENT POSTING INVOICE 1937/31654							
* Invoice must be approved or voided to post.							

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NEW INVOICES

VENDOR REMIT NAME	INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE
1950 00000 YORKVILLE ACE &	400515091522		091522F	3.20	.00	.00	
CASH 000008 2022/09 INV 08/31/2022 SEP-CHK: Y DISC: .00					19001183 63110	3.20	1099:
ACCT 1Y210 DEPT 11 DUE 09/30/2022 DESC:Grounds supplies							
CONDITIONS THAT PREVENT POSTING INVOICE 1950/31673							
* Invoice must be approved or voided to post.							
2047 00000 COMED	5514229027091522		091522F	13.67	.00	.00	
CASH 000008 2022/09 INV 08/25/2022 SEP-CHK: Y DISC: .00					19001184 63100	13.67	1099:
ACCT 1Y210 DEPT 11 DUE 09/16/2022 DESC:ComEd Pickerill							
CONDITIONS THAT PREVENT POSTING INVOICE 2047/31553							
* Invoice must be approved or voided to post.							
2047 00000 COMED	5514228011091522		091522F	44.35	.00	.00	
CASH 000008 2022/09 INV 08/25/2022 SEP-CHK: Y DISC: .00					19001184 63100	44.35	1099:
ACCT 1Y210 DEPT 11 DUE 09/16/2022 DESC:ComEd Pickerill House							
CONDITIONS THAT PREVENT POSTING INVOICE 2047/31554							
* Invoice must be approved or voided to post.							
2047 00000 COMED	0927007163091522		091522F	23.44	.00	.00	
CASH 000008 2022/09 INV 08/25/2022 SEP-CHK: Y DISC: .00					190011 63510	23.44	1099:
ACCT 1Y210 DEPT 11 DUE 09/09/2022 DESC:ComEd Richard Young							
CONDITIONS THAT PREVENT POSTING INVOICE 2047/31555							
* Invoice must be approved or voided to post.							
2047 00000 COMED	1123166102091522		091522F	22.75	.00	.00	
CASH 000008 2022/09 INV 08/23/2022 SEP-CHK: Y DISC: .00					190011 63510	22.75	1099:
ACCT 1Y210 DEPT 11 DUE 10/24/2022 DESC:ComEd Jay Woods							
CONDITIONS THAT PREVENT POSTING INVOICE 2047/31556							
* Invoice must be approved or voided to post.							
2047 00000 COMED	5514711002091522		091522F	52.22	.00	.00	
CASH 000008 2022/09 INV 08/26/2022 SEP-CHK: Y DISC: .00					190011 63510	52.22	1099:
ACCT 1Y210 DEPT 11 DUE 10/13/2022 DESC:ComEd Harris							

CLERK: jgranholm BATCH: 2772 NEW INVOICES
 VENDOR REMIT NAME INVOICE PO CHECK RUN NET AMOUNT EXCEEDS PO BY PO BALANCE CHK/WIRE

CONDITIONS THAT PREVENT POSTING INVOICE 2047/31625						
* Invoice must be approved or voided to post.						
2047	00000 COMED	5514710005191522	091522F	21.72	.00	.00
CASH 000008	2022/09 INV 08/26/2022 SEP-CHK: Y DISC: .00					
ACCT 1Y210	DEPT 11 DUE 10/13/2022 DESC:ComEd Harris Arena			190011	63510	21.72 1099:
CONDITIONS THAT PREVENT POSTING INVOICE 2047/31626						
* Invoice must be approved or voided to post.						
2047	00000 COMED	0756081017091522	091522F	69.16	.00	.00
CASH 000008	2022/09 INV 08/31/2022 SEP-CHK: Y DISC: .00					
ACCT 1Y210	DEPT 11 DUE 10/17/2022 DESC:ComEd Hoover Bathhouse			19001171	63100	69.16 1099:
CONDITIONS THAT PREVENT POSTING INVOICE 2047/31665						
* Invoice must be approved or voided to post.						
2047	00000 COMED	1938021081091522	091522F	46.04	.00	.00
CASH 000008	2022/09 INV 08/31/2022 SEP-CHK: Y DISC: .00					
ACCT 1Y210	DEPT 11 DUE 09/22/2022 DESC:ComEd Hoover Residence			19001171	63100	46.04 1099:
CONDITIONS THAT PREVENT POSTING INVOICE 2047/31797						
* Invoice must be approved or voided to post.						
2047	00000 COMED	0793673015091522	091522F	636.57	.00	.00
CASH 000008	2022/09 INV 09/06/2022 SEP-CHK: Y DISC: .00					
ACCT 1Y210	DEPT 11 DUE 10/24/2022 DESC:ComEd Hoover Multiple			19001171	63100	636.57 1099:
CONDITIONS THAT PREVENT POSTING INVOICE 2170/31558						
* Invoice must be approved or voided to post.						
2170	00000 ANTOINETTE WHITE Reimb091522		091522F	94.59	.00	.00
CASH 000008	2022/09 INV 08/23/2022 SEP-CHK: Y DISC: .00					
ACCT 1Y210	DEPT 11 DUE 09/15/2022 DESC:Uniform, picnic food reimbursement-Group			19001183	62400	13.47 1099:
CONDITIONS THAT PREVENT POSTING INVOICE 2170/31558						
* Invoice must be approved or voided to post.						
				190011	62000	81.12 1099:



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NEW INVOICES

VENDOR REMIT NAME	INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE
3131 00000 GROOT INC	<u>9361419T102</u>		091522F	524.65	.00	.00	
CASH 000008	INV 09/01/2022	SEP-CHK: Y	DISC: .00		19001183 63070	410.09	1099:
ACCT <u>1Y210</u>	DUE 09/15/2022	DESC:Waste and Recycling Services			<u>19001168 63070</u>	114.56	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 3131/31675							
* Invoice must be approved or voided to post.							
3250 00000 TIA PURNELL	<u>22-00102</u>		091522F	100.00	.00	.00	
CASH 000008	INV 09/04/2022	SEP-CHK: Y	DISC: .00		19001171 63040	100.00	1099:
ACCT <u>1Y210</u>	DUE 09/15/2022	DESC:Sec Dep Refund-Moonseed					1099:
CONDITIONS THAT PREVENT POSTING INVOICE 3250/31656							
* Invoice must be approved or voided to post.							
3370 00000 CITY FOREST CRED	<u>179</u>		091522F	1,500.00	.00	.00	
CASH 000008	INV 08/26/2022	SEP-CHK: Y	DISC: .00		190011 62150	1,500.00	1099:
ACCT <u>1Y210</u>	DUE 09/15/2022	DESC:Application Fee-Reservation Woods					1099:
CONDITIONS THAT PREVENT POSTING INVOICE 3370/31557							
* Invoice must be approved or voided to post.							
3837 00000 T-MOBILE	<u>982008249091522</u>		091522F	151.26	.00	.00	
CASH 000008	INV 08/21/2022	SEP-CHK: Y	DISC: .00		19001183 63540	151.26	1099:
ACCT <u>1Y210</u>	DUE 09/13/2022	DESC:Cell Phones Aug 2022					1099:
CONDITIONS THAT PREVENT POSTING INVOICE 3837/31552							
* Invoice must be approved or voided to post.							
3914 00000 AFS USA	<u>22-00180</u>		091522F	100.00	.00	.00	
CASH 000008	INV 09/12/2022	SEP-CHK: Y	DISC: .00		19001171 63040	100.00	1099:
ACCT <u>1Y210</u>	DUE 09/15/2022	DESC:Blazing Star Sec Dep Refund					1099:
CONDITIONS THAT PREVENT POSTING INVOICE 3914/31704							
* Invoice must be approved or voided to post.							
3915 00000 AURORA FASTPRINT	<u>36955</u>		091522F	403.80	.00	.00	
CASH 000008	INV 08/31/2022	SEP-CHK: Y	DISC: .00		190011 62000	403.80	1099:
ACCT <u>1Y210</u>	DUE 09/15/2022	DESC:Archery Hunting Signs					1099:



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NEW INVOICES

VENDOR REMIT NAME	INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE
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CONDITIONS THAT PREVENT POSTING INVOICE 3915/31800

* Invoice must be approved or voided to post.

3918	00000 SKYLER BLOHM	21.00147	091522F	1,000.00	.00	.00	
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CASH 000008	2022/09	INV 09/03/2022	SEP-CHK: Y	DISC: .00			
ACCT LY210	DEPT 11	DUE 09/15/2022	DESC:Sec Dep Return-Ellis House-Wedding		19001168 63040	1,000.00	1099:

CONDITIONS THAT PREVENT POSTING INVOICE 3918/31806

* Invoice must be approved or voided to post.

56 HELD INVOICES	TOTAL	27,316.01
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0 INVOICE(S)	REPORT POST TOTAL	.00
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REPORT TOTALS	.00
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17921 Smith Rd
Brodhead, WI 53550

Corporate Headquarters
6575 West Loop South, Suite 300
Bellaire, TX 77401
Main: 713.520.5400

August 30, 2022

Dave Guritz
Director-Kendal County Forest Preserve District
110 W Madison St.
Yorkville, IL 60560

Re: Proposal for Little Rock Creek Dam Removal Concept, OPC, & 319 Grant Application (PRJ106635)

Dear Dave,

Resource Environmental Solutions, LLC (RES) is pleased to provide this proposal for services related to preparing a conceptual plan, OPC, and IEPA 319 Grant Application for removal of the dam on Little Rock Creek and ecological restoration of adjacent streambanks and riparian areas within Little Rock Creek Forest Preserve. Enclosed please find a summary of proposed scope of work and fees based on RES's understanding of your request for services.

Upon review and acceptance of the contract, please sign and return according to the instructions on the signature page.

Sincerely,

Steve R. Zimmerman

A handwritten signature in black ink that reads "Steve R. Zimmerman". The signature is written in a cursive style with a long horizontal line extending to the right.

Senior Restoration Ecologist
Cell: 773-507-0982
szimmerman@res.us

Scope of Services

Task 1. Assessment, Concept Plan, & Presentation

Dam, Streambank & Riparian Area Assessment:

A RES Restoration Ecologist, Restoration Construction Manager, and Environmental Engineer will visit the proposed dam removal and ecological restoration site within Little Rock Creek Forest Preserve (see map, right) and complete an assessment to determine appropriate dam removal strategies/feasibility and assess adjacent streambanks and riparian areas related to ecological restoration to stabilize eroded streambanks, enhance channel conditions, and restore native plant communities. RES will record detailed notes on a recent leaf-off aerial and take photos related to existing conditions and proposed restoration & management options. The information will be used to develop a Conceptual Dam Removal & Ecological Restoration Plan and Cost Estimate (see Task 2).



Conceptual Dam Removal & Ecological Restoration Plan:

RES will develop a Conceptual Dam Removal & Ecological Restoration Plan that includes the following. Note that the concept plan will be displayed on recent aerial photographs since a 1-topo survey is not yet available for use in preparing the concept plan in AutoCAD.

- 1) Cover Sheet with project location, general notes, and materials/quantities schedule,
- 2) Tree Preservation/Removal sheets generally outlining species to preserve and remove,
- 3) Restoration Sheets with dam removal, streambank and riparian enhancement recommendations,
- 4) Native Planting Plan Sheets with seeding, plugs and tree/shrub planting recommendations,
- 5) Erosion Control Plan Sheets,
- 6) Detail Sheets including proposed cross sections, planting details, erosion details, etc.

RES will submit the draft concept plan to Kendal County FPD for one round of comments. RES will address comments and then prepare an Opinion of Probable Cost (OPC) for preliminary/final design & permitting, dam removal, streambank stabilization and ecological restoration.

Presentation to Board of Commissioners:

RES will prepare and present an in-person PowerPoint slide show that briefly summarizes the Lower Little Rock Creek Watershed Plan with a focus on the proposed "Critical Area" dam removal and adjacent ecological restoration project and associated design, permitting, and construction costs. RES will also discuss how the watershed plan can be leveraged to obtain a IEPA 319 Grant and what items and costs the grant covers and does not cover. In addition, RES will work with Kendal County FPD to outline potential grant match options.

Product: Assessment Notes, Concept Plan, Presentation

Lump Sum Fee: \$9,700

Task 2. Illinois EPA 319 Grant Application

RES understands that following completion of the Conceptual Dam Removal & Ecological Restoration Plan and OPC, Kendall County FPD would like to apply for an Illinois EPA 319 Grant in 2023 for design, permitting, and construction of the proposed project in 2024-2025. RES will complete a Clean Water Act Section 319(h) Financial Assistance Application on behalf of the Kendall County FPD prior to the deadline. RES will complete all required application forms and submit with the Conceptual Dam Removal & Ecological Restoration Plan and OPC. Kendall County FPD will be responsible for submitting all GATA requirements. In addition, RES recently completed the Lower Little Rock Creek Watershed Plan which identifies the proposed project as a "Critical Area". RES will leverage this information in the grant application.

Product: Illinois EPA 319 Grant Application

Lump Sum Fee: \$3,800

Total Lump Sum Fee (Tasks 1 & 2): \$13,500

Potential Options and Cost Estimates

OPTION 1: DAM REMOVAL ONLY		Work Completed by 2023
Kendall County - Fox River Watershed Escrow Account Balance	\$ 387,000.00	
	\$ (9,700.00)	RES, Inc. Const. Est. Proposal - Concept & Probable Costs
	\$ (50,000.00)	RES Design, Permitting and Construction
	\$ (327,300.00)	Dam Removal and Restoration
OPTION 2: DAM REMOVAL AND WATER QUALITY IMPROVEMENTS		Work Completed by 2025
Kendall County - Fox River Watershed Escrow Account Balance	\$ 387,000.00	
KCFPD Rolling Grant Fund Allocation	\$ 258,000.00	Available following IDNR Grant Reimbursements - Fall 2023
Total Funding Available	\$ 645,000.00	
	\$ (9,700.00)	RES, Inc. Const. Est. Proposal - Concept & Probable Costs
	\$ 3,800.00	RES, Inc. Section 319 Grant Application
	\$ (100,000.00)	RES Design, Permitting and Construction
	\$ (539,100.00)	Dam Removal; Shoreline and Wetlands Restoration
Section 319 Grant Reimbursement	\$ 258,000.00	Reimbursement to the KCFPD Rolling Grant Fund

Contract Terms and Conditions

Acceptance

In signing below, each party agrees to abide by all terms and conditions presented in this Agreement and the defined contents. Work will begin upon receipt of this signed authorization.

****PLEASE SIGN AND RETURN to RES.** An executed contract containing both signatures will be returned to you. This Agreement is not binding upon RES until executed by an officer of RES.

HGS, LLC

Signature:	Date:
Name:	
Title:	
P.O. Box 256, 17921 Smith Rd.	
Brodhead, WI 53520	
Phone: 608.897.8641	Fax: 608.897.8486
Email:	

Client: Kendall County Forest Preserve District

Signature:	Date:
Name:	
Title:	
Company:	
Address:	
City, State, Zip:	
Phone:	Fax:
Email:	

Billing Address:

<input type="checkbox"/> Mark if same as above.	
Company:	
Name:	
Title:	
Address:	
City, State, Zip:	
Phone:	Fax:
Email:	

Notes

1. This Agreement summarizes the information contained in the proposal and is necessary for acceptance of the contract. Along with the attached documents, including the Standard Terms and Conditions, this summary and signature page will define and govern the contract.
2. This Agreement may be executed in one or more counterparts (transmitted by facsimile or PDF electronic transmission), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
3. RES will honor the pricing presented in this proposal for a period of 30-days and we may thereafter opt to modify pricing.

Standard Terms and Conditions

1. **Term and Termination**

These Terms and Conditions apply to the attached agreement and any subsequent agreements or changes to existing agreements for services between HGS, LLC (hereafter "RES") and the Client as defined in the agreement. Together these documents and any attachments constitute the Agreement.

- 1.1. **Termination.** Either party may terminate this Agreement, in whole or in part, at any time upon no less than fifteen (15) days written notice to the other party. In addition, RES shall have the right to suspend its provision of Services in the event Client defaults in timely payment for Services.
- 1.2. **Payment Upon Termination.** In the event of termination, all previous unpaid undisputed invoices submitted by RES to Client will be due and payable. RES will also be paid, under the terms of the Agreement, for all work performed and/or completed, and expenses incurred between the time period covered by the most recent invoice and the date of termination. Each party will bear its own termination expenses.
- 1.3. **Transition Period.** If this Agreement is terminated by either party, Client may require RES to continue any or all activities as described in the Agreement to allow for a reasonable transition period. This work would be conducted under the terms of this Agreement, which will remain in force until the transition period is completed.

2. **Invoicing and Payment**

- 2.1 **Invoicing/Payment Term.** RES shall invoice Client for Services performed on a periodic basis, usually monthly. Upon receipt of an invoice from RES, Client shall have thirty (30) days from the date of the invoice to pay the amount due, or to notify RES in writing of a bona fide dispute asserted in good faith as to one or more of the invoiced items. Unless otherwise provided, all Services, equipment, and materials furnished by RES shall be at the rates specified in RES' Rate Schedule, attached hereto as Exhibit A and incorporated by reference herein. The RES Rate Schedule applicable to this Agreement may be modified by the mutual written consent of RES and Client. Deposits paid according to the terms above will be applied to the final invoices under this Agreement.
- 2.2 **Taxes.** All charges are net of any applicable taxes (except income and payroll taxes). Any additional costs due to applicable taxes will be reimbursed by Client. Sales tax, if applicable, will be added upon invoicing.
- 2.3 **Currency.** All fees are stipulated in U.S. Dollars and must be paid to RES in U.S. Dollars.
- 2.4 **Method.** Payments to RES shall be made via Automated Clearing House (ACH) to RES' bank account using the information below. Please include invoice number(s) in remittance correspondence. If unable to make payments via ACH, checks made payable to "HGS, LLC" can be mailed to P.O. Box 256, Brodhead, WI 53520. Please indicate the RES invoice number(s) in check memo.

Bank Name:	Iberia Bank
Bank Address:	11 Greenway Plaza, Suite 2900, Houston, TX 77046
Routing Number:	265-270-413
Checking Account Number:	200-0222-2973
Account Name:	HGS, LLC Checking Account
- 2.5 **Prevailing Wages.** Unless specifically set forth in the applicable Letter Agreement, Client represents that prevailing wages are not required for any of RES' Services under this Agreement. However, should RES be required

to pay prevailing wages, Client will pay RES the increased costs associated with the applicable prevailing wage rates, including any penalties, back wages, and administrative expenses.

3. **Liens**

RES acknowledges that Client does not own the real estate on which the Services described in this Agreement will be performed.

4. **Confidentiality**

- 4.1. **Definition and Exceptions.** For purposes of this Agreement, information shall be considered confidential if it is of a type generally understood to be confidential, or if the disclosing party specifically notifies the recipient party in writing, whether by labeling materials reflecting such information as "CONFIDENTIAL" or otherwise unambiguously informing the recipient party (hereinafter, "Confidential Information"). Such Confidential Information includes, but is not limited to, research, product plans, products, services, customers, markets, ideas, concepts, discoveries, techniques, specifications, methodologies, models, flow charts, data, software, developments, inventions, processes, designs, drawings, marketing plans, sales information, and financial information, and any information that constitutes a trade secret under the Uniform Trade Secrets Act or similar laws. Notwithstanding the foregoing, Confidential Information shall not include information that (i) is already known to the recipient as shown by written records in its possession at the time such information is received; (ii) is already part of the public domain at the time of disclosure, or subsequently becomes part of the public domain through no fault of the recipient; (iii) is obtained on a non-confidential basis from a third party who lawfully disclosed the same to the recipient; or, (iv) is independently developed by an employee or consultant of the recipient who had no knowledge of or access to the information.
4. **Nondisclosure of Confidential Information.** During the term of this Agreement and for a period of three (3) years following termination, each party agrees to keep Confidential Information provided to such party by the other party in strict confidence and not to use any such Confidential Information other than in connection with the transactions contemplated by this Agreement, without the prior written consent of the other party. In addition, each party agrees not to misappropriate or threaten to misappropriate any trade secret information received, or any part thereof, for as long as such information remains a trade secret. Notwithstanding the foregoing, this Agreement shall not apply to the extent that information is subpoenaed or otherwise required by law to be disclosed by the recipient party, provided the recipient party shall use its best efforts to inform the disclosing party of any demand for such disclosure as soon as such demand is made, in order to allow the disclosing party the opportunity to seek protective relief.
5. **Use of Project Information.** Client agrees that RES may use Client's name and a general description of projects as a reference for other prospective clients, provided that no Confidential Information is disclosed.

5. **Ownership of Work Product**

- 5.1. **Work Product.** All preliminary or draft drawings, specifications or other documents and electronic data furnished by RES to Client under this Agreement ("Work Product") are deemed to be Instruments of Service, and RES shall retain the ownership and property interest therein, including the copyrights thereto. All final drawings, specifications, reports, and other documents or electronic data furnished by RES to Client under this Agreement shall be deemed to be the property of Client.
- 5.2. **Client's Limited License.** Upon Client's payment in full for all work performed under this Agreement, RES shall grant Client a limited license to use the Work Product in connection with Client's execution of the applicable project, and the drawings, specifications and other documents prepared by RES for the project may be retained by Client. Client may make changes, additions, and deletions to the applicable project design, in whole or in part, conditioned on Client's express understanding that such use of the Work Product as modified by Client is at Client's sole risk and without liability or legal exposure to RES.
- 5.3. **Use.** Any documents generated by RES are for the exclusive use of Client. Any use by third parties or use beyond the intended purpose of the document will be at the sole risk of Client unless otherwise agreed upon by RES in writing. If Client uses the design materials on any project other than the Project for which it was developed (a "Subsequent Use"), Client agrees that it shall do so at its sole risk and without liability or legal exposure to RES. Client further agrees that it shall defend, indemnify and hold harmless RES from and against any and all claims, damages, liabilities, losses and expenses, including reasonable attorney's fees, arising out of or resulting from such Subsequent Use.

6. **Insurance**

- 6.1. **Coverage.** At all times during the term of this Agreement, RES shall, at its own expense, maintain insurance coverage of the kind and in the minimum amounts listed in Exhibit B.
- 6.2. **Waiver of Subrogation.** To the extent possible, any of the parties' insurance policies provided under the provisions of this Agreement, or which may be used in relation to this Agreement, shall contain waivers of subrogation in favor of the other party, by endorsement or otherwise, it being the intent of the parties that the insurance policies shall protect both parties. The parties release each other from liability covered by the insurance for which subrogation is waived.
- 6.3. **Additional Coverage.** Upon advance written notice, RES shall provide additional amounts or kinds of insurance as may reasonably be deemed necessary by Client in connection with the ongoing nature of operations and changes in exposure, but only to the extent the insurance is commercially available, and provided Client pays the cost of said coverage.
- 6.4. **Notice of Cancellation.** The above-required insurance shall be maintained by RES during the term of this Agreement, and shall not be canceled, altered, or amended by RES without thirty (30) days advance written notice to Client.

7. **Limitation of Liability**

With respect to any claim covered pursuant to the terms and conditions of RES' liability insurance policies carried pursuant to this Agreement, Client agrees that RES' total liability for acts, omissions, or damages, shall not exceed the available limits of coverage as set forth in such insurance policies.

Notwithstanding any other term of this Agreement to the contrary, in no event shall RES, (or its employees, agents, successors, or assigns) be liable to Client or any third party claiming through Client for indirect, special, incidental, consequential, exemplary, or punitive damages of any nature (including damages for loss of revenue, profits, business interruption, loss of business information, loss of capital, loss of technology, loss of data, increased costs of operation, litigation costs and the like) whether based upon a claim or action in contract, tort (including negligence), or any other legal or equitable theory, in connection with the supply, use or performance of the Services provided by RES to Client, regardless of whether RES has been advised of the possibility of such damages or such damages were reasonable foreseeable.

8. **Indemnification**

- 8.1. **RES' Indemnification of Client.** To the fullest extent permitted by law, RES shall indemnify and hold harmless the Client, its officers, directors, employees or agents, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of work on a project subject to this Agreement, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) but only to the extent caused by the negligent acts or omissions of RES, its subcontractors, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused by a party indemnified hereunder.
- 8.2. **Client's Indemnification of RES.** To the fullest extent permitted by law, Client shall indemnify and hold harmless RES, its officers, directors, employees or agents, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of work on a project subject to this Agreement, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of Client, its subcontractors (other than RES), anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused by a party indemnified hereunder.

9. **Independent Entities**

Client and RES are independent entities, and nothing in this Agreement or otherwise shall be deemed or construed to create any other relationship, including one of employment, joint venture, or agency.

10. **Dispute Resolution**

- 10.1. **Direct Discussion.** If a dispute arises out of or relates to this Agreement or its breach, the parties shall use good faith efforts to settle the dispute through direct negotiation.

- 10.2. **Project Status During Dispute.** If the dispute does not result in the termination of the Agreement, RES shall continue providing Services during all dispute resolution proceedings. Client shall continue to make payments in accordance with this Agreement, except with respect to amounts in dispute in accordance with Section 2.
- 10.3. **Mediation.** If the dispute cannot be settled through direct negotiation, except with respect to a matter involving payment of an invoice, the parties shall engage in mediation prior to entering into litigation, and shall endeavor to resolve the dispute through the involvement of a neutral mediator. The Construction Industry Mediation Rules of the American Arbitration Association shall govern this process unless otherwise agreed. The costs of any mediation proceeding shall be shared equally by the parties. No legal action will be filed until mediation has concluded.

11. **Standard of Care / Warranties**

- 11.1. **Standard of Care.** All Services provided by RES shall be performed by appropriately qualified personnel, properly licensed whenever required, and shall meet all standards of industry skill, care and judgment ordinarily expected in the locality where the Services are provided.
- 11.2. **Warranties.** Construction work performed by RES includes a one (1) year warranty on materials and workmanship. RES warrants that such work shall be free from material defects. RES' warranty does not include remedies for defects or damages caused by normal wear and tear during normal usage, use for a purpose for which the project was not intended, improper or insufficient maintenance, modifications performed by the owner or others, or abuse. RES warrants that all materials shall be new unless otherwise specified, of good quality, in conformance with the Agreement, if any, and free from defective workmanship. If within one year the Client does not promptly notify RES of defective work, the Client waives RES' obligation to correct any defective work as well as the Client's right to claim a breach of warranty with respect to that defective work. If any of the Services are eliminated, or if RES is not retained to perform subsequent phases, RES' responsibility will extend only to the Services it completes.

12. **Time for Performance**

- 12.1. RES' Services will be performed according to the schedule specified in the Letter Agreement or related Attachments approved by Client and RES and incorporated into this Agreement.
- 12.2. If the Services to be performed by RES are interrupted, disrupted, suspended, or delayed for any reason beyond the reasonable control of RES, the schedule of work and the date for completion will be adjusted accordingly. RES will be compensated for all reasonable increased costs resulting from such interruption, disruption, suspension, or delay.

13. **Miscellaneous**

- 13.1. **Entire Agreement.** This Agreement and any Attachments which are or may be made a part thereof, constitute the entire agreement between the parties regarding the subject matter thereof, and all agreements, representations, promises, inducements, statements and understandings, made prior to or contemporaneous with this Agreement, written or oral, are superseded by this Agreement. This Agreement may not be modified or amended except in writing signed by a duly authorized representative of the parties hereto. No other act, document, usage or custom shall be deemed to modify this Agreement.
- 13.2. **Governing Law and Jurisdiction.** This Agreement shall be deemed to be an Agreement made under the laws of the State of Wisconsin, and for all purposes it, plus any related or supplemental exhibits, schedules, documents, or notices, shall be construed in accordance with and governed by the laws of such state. Both parties agree that the federal and state courts located in Wisconsin are an appropriate venue for any dispute between the parties, and both parties hereby submit to the jurisdiction of such courts. CLIENT AND RES WAIVE ANY RIGHT TO A JURY TRIAL REGARDING ANY DISPUTE BETWEEN THE PARTIES.
- 13.3. **Construction / Headings.** This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing the instrument to be drafted. The various headings in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement or any section or provision hereof.
- 13.4. **Force Majeure.** Notwithstanding anything contained in this Agreement to the contrary, if either party is prevented from performing any of its obligations hereunder by laws, orders, regulations or directions of any government having jurisdiction over the parties hereto, or any department, agency, corporation or court thereof, or by war, act of public enemies, strikes or other labor disturbances, fires, floods, acts of God, or any causes of like or different

kind beyond the reasonable control of either party, then such party shall be excused from any failure to perform any such obligation to the extent such failure is caused by any such law, order, regulation, direction or contingency.

- 13.5. **Severability.** Each provision contained herein is severable from the Agreement and if one or more provisions are declared invalid, the remaining provisions shall nevertheless remain in full force and effect.
- 13.6. **Notices.** All notices pursuant to this Agreement shall be in writing and shall be given by certified mail or personal delivery (including overnight mail by private carrier) to the address set forth on the signature page to this Agreement, or to such other address as may be subsequently provided by written notice given in accordance with this section. Such notices shall be deemed given when delivered (including by overnight mail by private carrier) or, if by mail, effective when deposited in the U.S. Mail certified with return receipt requested, postage prepaid.
- 13.7. **Attorneys' Fees.** In the event either party shall be the prevailing party in any suit for damages for breach of this Agreement, including nonpayment of invoices, or to enforce this Agreement, or to enjoin the other party from violating this Agreement, such party shall be entitled to recover as part of its damages its reasonable legal costs and related expenses, including attorneys' fees, in connection with bringing and maintaining any such action.
- 13.8. **Successors and Assignees.** This Agreement will be binding on RES and Client, and their successors, trustees, legal representatives, and assigns. Neither party may assign or transfer any rights, responsibilities, or interest in this Agreement without the written consent of the other party and any attempt to do so without such consent may be void. Nothing in this section will prevent RES from employing subcontractors or subconsultants to assist in the performance of Services under this Agreement.
- 13.9. **Waiver.** The failure of either party in any one or more instances to enforce one or more of the terms or conditions of this Agreement or to exercise any right or privilege in this Agreement, or the waiver by either party of any breach of the terms or conditions of this Agreement, shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no such failure to enforce had occurred.
- 13.10. **Survival.** All obligations of Client regarding amounts owed to RES and all limitations of liability and disclaimers and restrictions of warranty shall survive termination of this Agreement.
- 13.11. **Exhibits and Attachments.** All Exhibits and Attachments are incorporated and made part of this Agreement for all purposes.
- 13.12. **Counterparts / Signatures.** This Agreement may be executed in one or more counterparts (transmitted by facsimile or PDF electronic transmission), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Form OS/DOC-3 Resolution of Authorization

Applicant Legal Name Kendall County Forest Preserve District, Kendall County, Illinois

Project Title Subat Forest Preserve Nature Center Construction and Phase I Accessibility Improvements

Resolution

The above named Sponsor hereby certifies and acknowledges that it has the sufficient funds necessary (includes cash and value of donated land) to complete the pending OSLAD project within the timeframes specified herein for project execution, and that failure to adhere to the specified project timeframe or failure to proceed with the project because of insufficient funds or change in local recreation priorities is sufficient cause for project grant termination which will also result in the ineligibility of the local project sponsor for subsequent Illinois IDNR outdoor recreation grant assistance consideration in the next two (2) consecutive grant cycles following project termination.

Acquisition and Development Projects

It is understood that the project must be completed within the timeframe established. The OSLAD timeframe is two years as is specified in the project agreement. The Billing Certification Statement must be submitted within 45 days of the grant expiration date and the last reimbursement request must be submitted within one year of the grant expiration date. Failure to do so will result in the Project Sponsor forfeiting all project reimbursements and relieves IDNR from further payment obligations on the grant.

The Sponsor further acknowledges and certifies that it will comply with all terms, conditions and regulations of 1) the Open Space Lands Acquisition and Development (OSLAD) program (17 IL Adm. Code 3025); 2) the Illinois Grant Funds Recovery Act (30 ILCS 705); 3) the federal Uniform Relocation Assistance & Real Property Acquisition Policies Act of 1970 (P.L. 91-646) and/or the Illinois Displaced Persons Relocation Act (310 ILCS 40 et. seq.), as applicable; 4) the Illinois Human Rights Act (775 ILCS 5/1-101 et. seq.); 5) Title VI of the Civil Rights Act of 1964, (P.L. 83-352); 6) the Age Discrimination Act of 1975 (P.L. 94-135); 7) the Civil Rights Restoration Act of 1988, (P.L. 100-259); and 8) the Americans with Disabilities Act of 1990 (PL 101- 336); and will maintain the project area in an attractive and safe condition, keep the facilities open to the general public during reasonable hours consistent with the type of facility, cease any farming operations, and obtain from the Illinois DNR written approval for any change or conversion of approved outdoor recreation use of the project site prior to initiating such change or conversion; and for property acquired with OSLAD assistance, agree to place a covenant restriction on the project property deed at the time of recording that stipulates the property must be used, in perpetuity, for public outdoor recreation purposes in accordance with the OSLAD programs and cannot be sold or exchanged, in whole or part, to another party without approval from the Illinois DNR, and that development at the site will commence within 3 years.

BE IT FURTHER PROVIDED that the Sponsor certifies to the best of its knowledge that the information provided within the attached application is true and correct.

Resolution Adoption Date September 20, 2022

Signature _____

Name (printed) Judy Gilmour, President

Attested by:

Signature _____

Name / Title (printed) Elizabeth Flowers, Secretary

Attestation Date September 20, 2022

Form OS/DOC-2A Acquisition Certification

Applicant Legal Name Kendall County Forest Preserve District, Kendall County, Illinois

Project Title Subat Forest Preserve Nature Center Construction and Phase I Accessibility Improvements

Chief Elected Official

Name Judy Gilmour

Title President, Kendall County Forest Preserve District

Acquisition Certification

The above-named Chief Elected Official does hereby certify, to the best of their knowledge and under penalty for willful misstatement, that the property for which this development grant assistance is being sought was either 1) acquired in general compliance with P.L. 91-646 (Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970) or the state's Displaced Persons Relocation Act (310 ILCS 40 et. seq.); OR 2) acquired prior to January 2, 1971; OR 3) at the time of its acquisition, no planning had been initiated or contemplated by this local agency to obtain State OSLAD development grant assistance.

Date September 20, 2022

Signature _____

To: Kendall County Forest Preserve District Operations Committee
 From: Stefanie Wiencke, Environmental Education and Special Projects Manager
 Date: September 7, 2022
 RE: Education and Scout Program Fees and Charges

Environmental Education Birthday Party, Announced Nature, and Scout Programs			
Program Name	Current Fees and Charges	Proposed Fees and Charges	Minimum Enrollment
Cub Scout and Girl Scout Badge Programs	Scout Program		
Nature-themed Birthday Parties	Public Program	\$7 per scout (minimum \$40 program fee)	\$8 per scout (minimum \$64 program fee)
Bunkhouse Package Discount	Scout Program	\$150 (5-10); \$175 (11-20); \$200 (21-30)	
Group Campsite Package Discount	Scout Program	R \$140 per night/NR \$200 per night NR	
Canoe Trips	Public Program	R \$35 per night/NR \$55 per night \$30 per person	
Programs for Seniors	Public Program	\$60 per 1-Hour Program / \$50 per Program for Seasonal Series	
Environmental Education School Programs			
Animals In Winter	School Program	\$3 per student	\$3.50 per student
Biomimicry	School Program	\$6 per student	\$7 per student
Bugfest	School Program	\$7 per student at-school / \$7 per student at Harris	\$7 per student at-school / \$7 per student at Harris
Zoology	School Program	\$7 per student	\$7 per student
Fossils	School Program	\$6 per student	\$7 per student
Native Americans	School Program	\$6 per student	\$7 per student
Teeth Younger	School Program	\$3 per student	\$3.50 per student
Teeth Older	School Program	\$5 per student	\$7 per student
Adaptations in School	School Program	\$6 per student	\$7 per student
Adaptations Harris	School Program	\$6 per student	\$7 per student
Ecosystems Harris	School Program	\$7 per student	\$7 per student
Wetland In School	School Program	\$5 per student	\$7 per student
Maple Syrup	School Program	\$7 per student	\$7 per student
Natural Areas Management Experience	School Program	\$10 per student	\$10 per student
Weather	School Program	\$6 per student	\$7 per student
Reptiles and Amphibians	School Program	\$6 per student	\$7 per student
Other Pre-School	Preschool Program	\$6 per student	\$7 per student
Other School Age	School Program	\$6 per student	\$7 per student

ORDINANCE NO. 22-09-004

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

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

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

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

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

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

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

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

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

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

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

PASSED AND APPROVED by the President and Board of Commissioners of the
Kendall County Forest Preserve District this 20TH day of September, 2022.

APPROVED: _____
President

ATTEST: _____
Secretary

EXHIBIT 1

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

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

WITNESSETH:

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

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

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

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

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

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

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

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

1.00 LICENSE GRANTED

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

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

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

1.03 License Fees and Charges: During the term of the agreement (January 1, 2023 to December 31, 2023) LICENSEE shall pay the DISTRICT a monthly license fee of eight hundred dollars (\$800.00) on the first day of each month.

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

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

1.06 Term: This Agreement shall be for the term of twelve (12) months commencing from January 1, 2023 and ending upon December 31, 2023. LICENSEE may, subject to written approval of the DISTRICT, renew this agreement for an additional three-year term, provided that LICENSEE serves written notice thereof on the DISTRICT'S Executive Director at least ninety (90) days prior to the expiration of the Agreement. This Agreement and terms, including annual License fees, will be reviewed on an annual basis, or as the need arises, to address changes in the scope of DISTRICT or LICENSEE operations, with any proposed amendments subject to approval in writing by the DISTRICT'S Board of Commissioners and the LICENSEE'S Board of Trustees.

2.00 LICENSEE RIGHTS

2.01 Coordination and Scheduling: LICENSEE shall have the exclusive responsibility for scheduling all LICENSEE activities on the LICENSED PREMISES. If LICENSEE wishes to conduct a program that extends beyond the established carrying capacity, LICENSEE shall obtain a Special Use Permit from

the DISTRICT. The DISTRICT will consider waiving fees and charges for use of the Ellis House and grounds and use of tables and chairs to support LICENSEE fundraising activities provided the proposed event or activity is scheduled during off-peak rental periods so as not to impact potential revenues.

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

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

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

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

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

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

program exchanges. LICENSEE may elect to extend training to DISTRICT horses in order to improve behavior and program suitability.

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

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

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

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

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

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

2.07

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

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

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

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

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

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

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

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

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

3.00 LICENSEE RESPONSIBILITIES

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

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

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

In the event the DISTRICT terminates this Agreement as a result of default by LICENSEE, the DISTRICT may retain such fixtures, equipment, or other

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

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

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

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

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

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

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

3.09 Promotion: LICENSEE shall be responsible for promoting the LICENSEE'S programs to the general public. The DISTRICT and LICENSEE will support opportunities to cross-promote services including, but not limited to website content and information linkages, electronic newsletter features, annual reports, newspaper media, and social medial channels. The DISTRICT and

LICENSEE will support joint opportunities to raise funds needed for operations and capital improvements, with fundraising plans subject to approval by both the DISTRICT'S Board of Commissioners and LICENSEE'S Board of Trustees.

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

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

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

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

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

The books and records maintained shall consist of:

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

LICENSEE also shall provide the DISTRICT with an annual accounting report or audit. This report shall be furnished in a timely and businesslike manner, and shall include a management letter delivered to the DISTRICT'S Executive Director. All

records and systems shall be available to the DISTRICT for inspection at any time during the term of the Agreement.

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

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

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

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

3.18 Payment of Taxes: The rights granted herein to the LICENSEE may be subject to real property or leasehold taxation or other assessment and the

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

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

4.00 DISTRICT RIGHTS

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

4.02 District Improvements: The DISTRICT may construct additions, alterations, repairs, or other improvements to the LICENSED PREMISES, in which case LICENSEE shall cooperate with the DISTRICT as required under Section 5.02. In making the improvements, the DISTRICT will make every reasonable effort to avoid unnecessary destruction of or injury to the trees, shrubs, turf, buildings, or other landscaping on the LICENSED PREMISES. In the event construction of a particular improvement materially interferes with the operation of the LICENSED PREMISES or LICENSEE programs, as determined by the DISTRICT, LICENSEE shall suspend Licensed operations and vacate the premises, but the terms of the Agreement shall continue in full force and effect,

with the exception that the LICENSEE shall not be required to pay the license fee during the suspension period. LICENSEE shall resume full and complete operation of the LICENSEE programs within 14-days following written notice from the DISTRICT'S Executive Director that the LICENSED PREMISES are free of construction debris and in operable condition.

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

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

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

5.00 DISTRICT OBLIGATIONS

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

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

damage to the facility caused by LICENSEE and fixtures (if any), personal property or implements installed or stored by the LICENSEE. The DISTRICT shall maintain the grounds of the Ellis House and Equestrian Center.

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

6.00 HOLD HARMLESS AND INDEMNIFICATION

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

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

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

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

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

The Ellis House and Equestrian Center premises were not constructed before 1978. Regardless, the LICENSEE and the DISTRICT shall use best practices for safe repairs and other improvements to the LICENSED PREMISES.

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

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

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

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

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

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

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

7.00 DESTRUCTION OF THE LICENSED PREMISES:

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

8.00 INSURANCE

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

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

covering LICENSEE'S owned, non-owned and rented vehicles if LICENSEE owns and/or operates such vehicles on the Licensed Premises.

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

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

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

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

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

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

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

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

9.00 TRANSFERS

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

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

10.00 DISCRIMINATION PROHIBITED

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

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

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

11.00 TERMINATION

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

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

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

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

12.00 EVENTS OF DEFAULT

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

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

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

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

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

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

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

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

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

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

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

13.00 SURRENDER

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

14.00 INTERPRETATION

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

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

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

16.00 ENFORCEMENT

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

17.00 ATTORNEY FEES AND COSTS

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

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

18.00 DISTRICT LIAISON

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

19.00 NOTICES

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

20.00 CONFLICT OF INTEREST

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

21.00 PROHIBITION OF RECORDATION

21.01 Filing with Recorder of Deeds: This Agreement shall not, or shall any copy thereof or any statement, paper, or affidavit in any way or manner referring hereto, be filed in the Office of the Recorder of Deeds of Kendall County, Illinois, or in any other public office by the LICENSEE or anyone acting for the LICENSEE, and if the same be so filed, this Agreement, at the option of the DISTRICT, may be terminated, and the DISTRICT may declare such filing a default of this Agreement.

22.00 PERMITS AND LICENSES

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

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

24.00 ENTIRE AGREEMENT

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

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

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

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

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

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the 20TH day of September, 2022.

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

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

By: _____
Judy Gilmour, President

By: _____

Title: _____

Attest: _____
Elizabeth Flowers, Secretary

Attest: _____

Title: _____

**KENDALL COUNTY FOREST PRESERVE DISTRICT
KENDALL COUNTY, ILLINOIS**

ORDINANCE NO. 22-09-001 AMENDING ORDINANCE NO. 10-20-001

**AN ORDINANCE AMENDING RULES OF ORDER FOR THE 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, the mission of the District is to acquire and hold lands containing natural forests, and lands capable of being restored to a natural condition, for the purpose of protecting and preserving the flora, fauna, and scenic beauties within Kendall County for the education, pleasure, and recreation of the public; and

WHEREAS, the Board of Commissioners of the District determined that it was both desirable and necessary to amend the District's Rules of Order for conducting the business of the District in accordance with the provisions of the Downstate Forest Preserve District Act, and the Open Meetings Act (5 ILCS 120/1, et seq.) by approving Resolution No. 17-06-003 on June 20, 2017; and

WHEREAS, in accordance with the Rules of Order, the Board of Commissioners may amend the Rules of Order by approval of an ordinance with concurrence of a two-thirds majority of all of the Commissioners; and

WHEREAS, the Board of Commissioners has determined it is desirable and necessary to include a "Meetings Held Electronically" section as part of the general order of business for Commission meetings in response to specific emergencies.

NOW THEREFORE BE IT ORDAINED that the Kendall County Forest Preserve District Board of Commissioners hereby amends the "RULES OF ORDER FOR THE KENDALL COUNTY FOREST PRESERVE DISTRICT COMMISSION OF COMMISSIONERS" as provided herein as attached Exhibit "A", effective September 20, 2022.

Approved and adopted by the Kendall County Forest Preserve District Board of Commissioners this 20TH day of September, 2022.

Approved:

Judy Gilmour, President

Attest:

Elizabeth Flowers, Secretary

thereof, the Secretary if a commissioner shall act as President pro-temp.

- b. The Secretary shall sign as witness or attest to all documents as required by law, and customary practice.
- c. The Secretary shall be the keeper of the Official Seal of the District.
- d. The Secretary shall perform any other duties as assigned by the President of the District.
- e. In the event of the death of the Secretary, the President shall, within fifteen calendar days of said death, call a Special or Emergency meeting of the Commission, to confirm a new secretary.

4. Treasurer

- a. Shall follow all rules and regulations according to State Statute.
- b. Shall be the duly elected Kendall County Treasurer upon his or her acceptance.
- c. Shall perform any other duties as assigned by the President of the District.

5. Executive Director

- a. Shall perform any duties as approved by the Commission.
- b. Shall have authority to sign and execute contracts approved by the Commission.
- c. Shall perform any other duties as assigned by the President of the District.

6. Absence of Officers

In the event of the absence of the President, Vice-President, and Secretary from any meeting of the Commission, or any portion thereof, the Commission shall select a President pro-temp.

B. ELECTION OF PRESIDENT AND VICE-PRESIDENT

The President and Vice-President of the District shall each be elected for a two-year period from among the Commissioners by an affirmative majority vote of the Commissioners present during the Commission's initial organizational meeting following the election of new Commissioners every two years. The President and Vice-President shall each serve thereafter until his or her successor is elected or until his or her term as a Commissioner has expired.

C. APPOINTMENT OF OTHER OFFICERS AND OFFICIALS

3. Secretary

- a. If the President or Vice-President will be absent from a meeting, or any portion thereof, the Secretary if a commissioner shall act as President pro-temp.
- b. The Secretary shall sign as witness or attest to all documents as required by law, and customary practice.
- c. The Secretary shall be the keeper of the Official Seal of the District.
- d. The Secretary shall perform any other duties as assigned by the President of the District.
- e. In the event of the death of the Secretary, the President shall, within fifteen calendar days of said death, call a Special or Emergency meeting of the Commission, to confirm a new secretary.

4. Treasurer

- a. Shall follow all rules and regulations according to State Statute.
- b. Shall be the duly elected Kendall County Treasurer upon his or her acceptance.
- c. Shall perform any other duties as assigned by the President of the District.

5. Executive Director

- a. Shall perform any duties as approved by the Commission.
- b. Shall have authority to sign and execute contracts approved by the Commission.
- c. Shall have the authority to delegate authority to specific senior level administrative staff to issue special use permits, to enter into District facility license agreements, and to serve as Acting Executive Director to conduct the business of the District during leaves of absence with the advice and consent of the President of the District.
- d. Shall perform any other duties as assigned by the President of the District.

6 Absence of Officers

In the event of the absence of the President, Vice-President, and Secretary from any meeting of the Commission, or any portion thereof, the Commission shall select a President pro-tem.

B. ELECTION OF PRESIDENT AND VICE-PRESIDENT

The President and Vice-President of the District shall each be elected for a two-year period

Ordinance #22-09-002
AMENDING ORDINANCE #02-01

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.

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 their designee is hereby given authority to issue Permits, License Agreements for Use of District Facilities, 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, or License Agreement including, but not limited to any of the following:
1. Restricting the open dates for reserved Area or Facility use; the length of time an Area or Facility 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 and Facility License Agreements 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, or their designee is authorized to seek reasonable information regarding any proposed use, activity or privilege and require a record of such information on a Permit or **Facility License Agreement** application. No Person shall misrepresent, falsify or withhold such required information.
- e. No Person granted a Permit or **Facility License Agreement** 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 Facility License Agreement or registration fees as it deems proper and may change them from time to time.
- g. No Person shall obtain or use any Permit or **Facility License Agreement** without having first paid the established fee.
- h. All designated Areas, waters or facilities and all Permit or Facility License Agreement 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:

**KENDALL COUNTY FOREST PRESERVE DISTRICT
KENDALL COUNTY, ILLINOIS**

ORDINANCE NO. 22-09-003

**A RESOLUTION APPROVING THE GENERAL TERMS AND CONDITIONS
FOR THE LICENSING OF KENDALL COUNTY FOREST PRESERVE
DISTRICT FACILITIES AND USE PERMITS INCLUDING EXTENDING
AUTHORITY TO THE DISTRICT'S EXECUTIVE DIRECTOR TO APPROVE
FACILITY LICENSE AGREEMENTS**

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, the mission of the District is to acquire and hold lands containing natural forests, and lands capable of being restored to a natural condition, for the purpose of protecting and preserving the flora, fauna, and scenic beauties within Kendall County for the education, pleasure, and recreation of the public; and

WHEREAS, the District has constructed certain day use, special event, and overnight facilities and campgrounds available for reservation and use by the general public, businesses, and not-for-profit entities for private events by applying for and securing a permit under the terms of the District's General Use Ordinance #02-01; and

WHEREAS, the Board of Commissioners of the District has determined that it is both desirable and necessary to establish general terms and conditions for the licensing of District facilities; and

WHEREAS, the District has prepared six (6) form License Terms and Conditions, with each intended for the respective licensing of the District's shelters, bunkhouses, campsites, Harris arena, Meadowhawk Lodge, and Ellis House and Equestrian Center; and

WHEREAS, said form License Terms and Conditions are attached to this Resolution as Exhibit "A".

NOW THEREFORE, BE IT RESOLVED that the Kendall County Forest Preserve District Board of Commissioners hereby approves the "License Terms and Conditions" as provided in the attached Exhibit "A", for the respective use of the District's shelters, bunkhouses, campsites, Harris arena, Meadowhawk Lodge, and Ellis House and Equestrian Center, effective September 1, 2022.

The Board of Commissioners affirms the approved license fee schedule, attached as Exhibit "B", for the use of the District's facilities.

The Board of Commissioners hereby authorizes and directs the Executive Director of the District and designated senior-level administrative staff to integrate the general terms and conditions language as set forth within the Exhibit A Terms and Conditions forms into the District's permitting software, and thereafter execute all facility license agreements on behalf of the Kendall County Forest Preserve District in accordance with the District's General Use Ordinance, Rules of Order, and for the license fees as currently provided in Exhibit "B".

Approved and adopted by the Kendall County Forest Preserve District Board of Commissioners this 20TH day of September, 2022.

Approved:

Judy Gilmour, President

Attest:

Elizabeth Flowers, Secretary

ORDINANCE #22-09-003

EXHIBIT A

FACILITY LICENSE AND PERMIT GENERAL TERMS AND CONDITIONS

- 1) MEADOWHAWK LODGE
- 2) ELLIS HOUSE
- 3) SHELTERS
- 4) BUNKHOUSES
- 5) CAMPSITES
- 6) HORSE ARENA

Kendall County Forest Preserve District
 FY22 Fees and Charges
 EXHIBIT B - CURRENT FEES: 09-20-2022

Description	Type	Security Deposit	Current Rates Schedule	Additional Information
Forest Preserve Shelter, Bunkhouse, and Campsite License				
Richard Young FP	Shelter	\$0	\$60/resident; \$85/non-resident	9 am to sunset
Jay Woods FP	Shelter	\$0	\$60/resident; \$85/non-resident	9 am to sunset
Subat FP	Shelter	\$0	\$60/resident; \$85/non-resident	9 am to sunset
Harris FP	Shelter	\$0	\$60/resident; \$85/non-resident	9 am to sunset
Pickering-Pigott Forest Preserve	Shelter	\$0	\$60/resident; \$85 non-resident	9 am to sunset
Harris - Shelter 1 and 4	Shelter	\$0	\$100/resident; \$125/non-resident	9 am to sunset
Harris FP	Shelter 1&4 5-day	\$0	\$500 for weekday rental	9 am to sunset
Shelter Rental for Groups over 100*	Shelter	\$0	\$25 per shelter rental for group sizes greater than 100 people	Additional \$25 charge for each subsequent 100 guests
Shelter, Group Campsite, or Bunkhouse Rescheduling Fee	Shelters and Campsites	\$0	\$25 per event	Does not apply to family campsites
Hoover FP	Bunkhouse	\$100 per Bunkhouse Rental	\$180/resident; \$240/non-resident	Check in: 3 - 8 pm / Check-out: Noon
Hoover FP	Group campsite	\$0	\$65/resident; \$85/non-resident	Capacity for 30 individuals
Hoover FP	Family campsite	\$0	\$20/resident; \$30/non-resident	Capacity for 6 individuals
Hoover FP - Campsite and Bunkhouse Non-Emergency Call-out Fee (8 pm to 8 am)*	Bunkhouse and Group Campsite Rentals	\$0	\$40 charge for non-emergency callouts between 8 pm and 8 am the following day	Fee charged for after hour service requests. Check in is between 3 pm and 8 pm. Non-emergency requests placed after 8 pm are charged this fee.
Harris FP	Horse Arena	\$0	\$100 per day	Rental includes use of Shelter 7
Firewood Bundles	Firewood	\$0	\$25 per bundle	Approx. 30 pieces
Special Event Permit Fees	Permit Fee	\$0	\$75 / \$200 / \$300 Assigned Fee	Permit fees assigned based on event
Hoover Meadowhawk Lodge License and Package Pricing				
Friday, Saturday & Sunday (wedding and/or reception)	Meadowhawk Lodge	50% of total cost	\$1,900 (8 am - 10 pm)	Incl. tables & chairs, projector screen and podium
Weekend - other events	Meadowhawk Lodge	50% of contracted time	\$90/hr resident - \$110/hr non-resident	Incl. tables & chairs, projector screen and podium
Weekday - other events	Meadowhawk Lodge	50% of contracted time	\$60/hr residents - \$80/hr non-resident	Incl. tables & chairs, projector screen and podium
Meadowhawk Lodge Package (weekdays only)	Meadowhawk Lodge & Bunkhouses	\$100 per Bunkhouse Rental	Bunkhouse: \$180/resident; \$240/non-resident Meadowhawk Lodge: \$250	Minimum 2 bunkhouse rental plus a \$250 fee for use of Meadowhawk Lodge full day use
Not-for-Profit and Government rate	Meadowhawk Lodge	50% of contracted time	10% (May-Oct)-10% (Nov - Apr) discount	
Corporate Rate	Meadowhawk Lodge	50% of contracted time	20% (May-Oct)-10% (Nov-Apr) upcharge	
Client Set-up / Clean-up Time	Meadowhawk Lodge	N/A	\$15 per hour for each hour of set-up / clean-up	
Set-up / Clean-up by District (optional)	Meadowhawk Lodge	NA	\$50 setup or cleanup/\$75 for setup and clean-up	Set-up, clean-up
Ellis House License				
Friday and Sunday (wedding)	Ellis House/Grounds	\$1,000	\$2,100	Grounds, house, tables & chairs
Saturday (wedding)	Ellis House/Grounds	\$1,000	\$2,100	Grounds, house, tables & chairs
Weekday and Weekend House and Grounds - Other Events	Ellis House/Grounds	50% of contracted time	\$150/hr	Grounds, house, tables & chairs
Weekday & Weekend other events (House)	Ellis House	50% of contracted time	\$75/hr	Grounds, house, tables & chairs
Weekday & Weekend Classroom	Ellis Classroom	50% of contracted time	\$50/hr	Grounds, classroom, tables & chairs
Not-for-Profit and Government Rate	Ellis House	50% of contracted time	10% (May-Oct)-10% (Nov - Apr) discount	
Set-up / Clean-up (optional)	Ellis House/Tent	NA	\$300 setup and clean-up	Set-up and/or Clean-up

**AGREEMENT FOR
TMF MANAGEMENT, LLC
ABATEMENT OF REAL PROPERTY TAXES**

THIS AGREEMENT, entered into by and between TMF Management, LLC, being hereinafter referred to as the “Applicant”, and specific taxing bodies within Kendall County including the County of Kendall, Kendall County Forest Preserve District, Little Rock Township, Little Rock Road District, Plano Community Library District, Little Rock Fox Fire Protection District, and School District 88, hereinafter collectively referred to as the “Taxing Bodies”, individually referred to as the “Taxing Body”;

WITNESSETH:

WHEREAS, the Taxing Bodies may enter into intergovernmental cooperation agreements pursuant to Article VII, Section 10 of the Illinois Constitution of 1970, and the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*); and

WHEREAS, the Taxing Bodies believe that it is in the best interest of each, their residents and taxpayers to attract new and diverse commercial and industrial businesses within their boundaries, and encourage their growth and expansion in order to stimulate job creation and increase the assessed valuation within their boundaries; and

WHEREAS, the Taxing Bodies have the power to abate real estate property taxes pursuant to Section 200/18-165 of the Illinois Property Tax Code, as amended (35 ILCS 200/18-165); and

WHEREAS, the Taxing Bodies have the power to abate real estate property taxes for the property of any commercial or industrial firm currently located within the jurisdiction of the Taxing Bodies that expands a facility or its number of employees, pursuant to 35 ILCS 200/18-165(a)(1)(C); and

WHEREAS, a tax abatement pursuant to 35 ILCS 200/18-165(a)(1)(C) shall not exceed 10 years and the aggregate amount of abated taxes for all Taxing Bodies combined shall not exceed \$4,000,000; and

WHEREAS, the Applicant has submitted an Application for Tax Abatement to the County of Kendall; and

WHEREAS, the Applicant is the fee simple owner of the Property, described in “Exhibit A” below; and

WHEREAS, the Applicant currently operates a plastics factory, which is a commercial or industrial use, on the Property; and

WHEREAS, the Applicant intends to construct an expansion of its existing facility on the Property; and

WHEREAS, the Applicant agrees and shall be responsible for ensuring the compliance of tenants, affiliates, assignees, and sub-contractors using the Property and structures thereof, with the terms of this Agreement.

NOW, THEREFORE, in consideration of the promises each to the other made, as hereinafter set forth and other good and valuable consideration, IT IS HEREBY UNDERSTOOD AND AGREED by and between the parties as follows:

I. ADOPTION OF PREAMBLES

The foregoing preambles are hereby incorporated into this Agreement as if fully restated in this Paragraph I.

II. AGREEMENT TO GRANT REAL ESTATE PROPERTY TAX ABATEMENT

The Taxing Bodies agree to provide real estate property tax abatements in accordance with Section 200/18-165 of the Illinois Property Tax Code, and in accordance with the terms of this Agreement.

III. TERMS OF THE AGREEMENT

A. Definitions:

For the purposes of this Agreement:

Application shall refer to the Application for Tax Abatement, attached hereto and incorporated herein as “Exhibit B”, which Applicant submitted to Kendall County.

Addition shall mean the expansion of the existing facility Applicant is constructing on the Property. The Addition is described in “Exhibit D”.

Real Estate Property Taxes shall mean all taxes levied or extended upon the Property and any improvements to the Property, including the taxes now existing or which may in the future exist.

Fully Assessed shall mean the Applicant has received an occupancy permit from Kendall County for the Addition.

Fully Operational shall refer to the period of time after the Applicant has commenced business operations in the Addition and 10 additional full-time jobs have been created, as represented by the Applicant on the Application. The Applicant must continue to occupy and conduct business on the Property at all times and continue to add full-time jobs as set forth in Paragraph III.D. below for the Property to be considered “Fully Operational”.

Tax Year shall mean the calendar year (i.e., from January 1 through December 31 of a given year) for which the Property is assessed, notwithstanding that Real Estate Property Taxes for such Tax Year are payable in the next calendar year

Base Year Total Assessed Value shall be equal to the total assessed value of the Property for the Tax Year during which the Applicant received the occupancy permit for the Addition.

Value of the Addition shall mean that portion of the total assessed value of the Property which is attributable to the value of the Fully Assessed Addition. The Value

of the Addition for a given Tax Year shall be determined by subtracting the Base Year Total Assessed Value from the total assessed value of the Property for that Tax Year.

B. Amount and Duration:

The Applicant shall commence construction of an Addition to its existing facility on the Property described in Exhibit A, attached hereto and incorporated herein by reference. The Taxing Bodies shall, pursuant to 35 ILCS 200/18-165 as it may be amended subsequent to the effective date of this Agreement, each take any and all action necessary to abate their portion of the new Real Estate Property Taxes attributed to the Value of the Addition for three (3) consecutive Tax Years after the Addition is both Fully Assessed and Fully Operational as follows:

- 1. First Tax Year:** Seventy-five percent (75%) of the Real Estate Property Taxes attributable to the Value of the Addition shall be abated for the first full Tax Year immediately after the issuance of an occupancy permit for the Addition and after the Addition has become Fully Operational (“First Tax Year”).
- 2. Second Tax Year:** Fifty percent (50%) of the Real Estate Property Taxes attributable to the Value of the Addition shall be abated for the second full Tax Year after the issuance of an occupancy permit for the Addition and after the Addition has become Fully Operational (“Second Tax Year”).
- 3. Third Tax Year:** Twenty-five percent (25%) of the Real Estate Property Taxes attributable to the Value of the Addition shall be abated for the third full Tax Year after the issuance of an occupancy permit for the Addition and after the Addition has become Fully Operational (“Third Tax Year”).

The aforesaid abatements shall not extend to taxes levied for school district debt services (Bond and Interest). Taxes for school district debt services shall be extended over the subject property by the County Clerk as levied by applicable Bond resolutions.

Taxing Bodies shall not be obligated to abate Real Estate Property Taxes if the Addition does not become both Fully Assessed and Fully Operational within three (3) years of the date of this Agreement.

The aggregate amount of abated taxes for all taxing districts combined shall not exceed \$4,000,000 pursuant to 35 ILCS 200/18-165(a)(1)(C). Should it be determined that the aggregate amount abated has exceeded the statutorily allowable amount, the remaining abatement allowances shall cease to be extended and all duties of the Taxing Bodies under this Agreement shall cease.

C. Assessment:

The Supervisor of Assessments and the Little Rock Township Assessor shall assess the Property and its improvements in accordance with the Illinois Property Tax Code and other applicable laws and regulations.

D. Operational Requirements:

The abatement of Real Estate Property Taxes is conditioned upon the Property becoming and remaining Fully Operational for the years Applicant receives abatements plus the following three (3) Tax Years. Currently, Applicant employees one hundred fourteen (114) individuals full-time on the Property. The Applicant has represented on its Application that ten (10) additional full-time jobs will be created on the Property upon the Addition becoming Fully Assessed. In order for the Property to remain Fully Operational, the Applicant must maintain the following hiring schedule: Before the end of the First Tax Year, another ten (10) full-time jobs will be created, and before the end of the Second Tax Year, another ten (10) full-time jobs will be created, for a total of thirty (30) new jobs attributable to the Addition on the Property by the end of the Second Tax Year. Applicant must maintain these thirty (30) new jobs plus the one hundred fourteen (114) current jobs through the three (3) Tax Years following the end of the abatement period.

No later than March 1 following the date when the Addition has been Fully Assessed and on or before March 1 for each full tax abatement year and the three (3) Tax Years following the end of the abatement period, Applicant shall submit documentation on forms provided by the Kendall County Administrator demonstrating that the Property has become and remains Fully Operational and that the Applicant complies with employment requirements. The Applicant must also submit a payroll summary with listing of either the first name or initial of the employees or a listing of the employees' ID number along with job titles, salaries, benefits, county of residence, and hiring dates.

Should the Applicant fail to maintain the Property as Fully Operational by failing to (1) meet the above requirements for the number of employees; or (2) provide the information and documentation as set forth above, Applicant will have sixty (60) days to cure the defect. If no cure occurs within sixty (60) days, any Taxing Body may terminate their obligation to abate Real Estate Property Taxes under this Agreement. Upon such termination, the Applicant agrees to and shall repay the terminating Taxing Body in full the amount of money equal to all the Real Estate Property Taxes on the property which were previously abated by the Taxing Body pursuant to this Agreement.

Should a material misrepresentation be discovered regarding Applicant's Application or any other documentation provided to the Taxing Bodies, the Applicant shall be in default of this Agreement, which shall result in the termination of the Agreement. Upon such termination, the Taxing Body shall be under no further obligation to abate Real Estate Property Taxes and the Applicant agrees to and shall repay the terminating Taxing Body in full the amount of money equal to all the Real Estate Property Taxes on the Property which were previously abated by the Taxing Body pursuant to this Agreement.

E. Tax Objections and Assessment Appeals:

Except in the case of a typographical or ministerial error, the Applicant agrees not to file an objection to the Real Estate Property Taxes levied by the Taxing Bodies, not to tender payment under protest, nor to file any appeal of the assessment of the Real Estate

Property Taxes on the Property for any year in which the Applicant is granted an abatement pursuant to Paragraph III.B., nor for any of the next three (3) Tax Years after the final year of abatement. This paragraph shall permit and result in the mandatory dismissal of any objections, assessment appeals, or protests made by the Applicant or its representative for any year in which abatement has been provided pursuant to Paragraph III.B and for the three (3) Tax Years after the final year of abatement. Except for a case of a typographical or ministerial error, should the Applicant file an objection to the Real Estate Property Taxes levied by the Taxing Bodies, tender payment under protest, or file any appeal of the assessment, the Applicant shall have defaulted on the terms of this Agreement, the Taxing Bodies will be under no further obligation to abate Real Estate Property Taxes, and the Applicant agrees to and shall repay to each of the Taxing Bodies in full the amount of money equal to all the Real Estate Property Taxes on the property which were previously abated by the Taxing Bodies pursuant to this Agreement.

F. Compliance with Applicable Laws:

Applicant agrees to comply with all applicable federal, state and local laws and regulatory requirements and to secure such licenses as may be required for its employees and to conduct business in the state, municipality, county and location. Such obligation includes, but is not limited to, environmental laws, civil rights laws, prevailing wage and labor laws. All improvements on the Property shall be constructed in compliance with all plans and specifications approved by each governmental agency having any jurisdiction over any portion of the work.

Applicant, its officers, employees, subcontractors, and agents agree not to commit unlawful discrimination/ unlawful harassment and further 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, the Illinois Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended, and all applicable rules and regulations. Applicant, its officers, employees, subcontractors, and agents shall maintain a written sexual harassment policy that complies with the requirements of 775 ILCS 5/2-105 and shall comply with all fair employment practices and equal employment opportunity/affirmative action requirements set forth in applicable state and federal laws and regulations.

All parties affirm no officer or elected official of any Taxing Body has a direct or indirect pecuniary interest in Applicant or this Agreement, or, if any officer or elected official of any Taxing Body does have a direct or indirect pecuniary interest in Applicant or this Agreement, that interest, and the procedure followed to effectuate this Agreement has and will comply with 50 ILCS 105/3.

Applicant certifies that Applicant, its parent companies, subsidiaries, and affiliates are not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or as a result of a violation of 820 ILCS 130/1 et seq. (the Illinois Prevailing Wage Act). Applicant further certifies

by signing the Agreement that Applicant, its parent companies, subsidiaries, and affiliates have not been convicted of, or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1. et seq.; and has not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that Officer's or employee's official capacity. Nor has Applicant made an admission of guilt of such conduct that is a matter of record, nor has any official, officer, agent, or employee of the company been so convicted nor made such an admission.

The Applicant shall not violate any environmental, zoning, or building code, ordinance, rule, or regulation of the United States of America, State of Illinois, or the County of Kendall. During the Tax Years that are subject to abatement under Section III.B., should the Applicant receive notice of any such violation and fail to cure the violation within sixty (60) days of the notice, any Taxing Body has the right to terminate the tax abatements.

G. Termination:

To terminate its respective tax abatement pursuant to the terms of this Agreement, each Taxing Body shall provide notice to the Applicant in writing or by written agreement of the respective Taxing Body and the Applicant. The Indemnification sections of this Agreement shall survive termination of this Agreement.

H. Payment of Taxes:

The Applicant shall pay all bills for Real Estate Property Taxes when due. The Taxing Bodies' abatement of Real Estate Property Taxes shall be contingent upon the Applicant's timely payment. If Applicant fails to pay its billed Real Estate Property Taxes in full on or before the due date of such tax bills for any Tax Year during the term of this Agreement, the full unabated Real Estate Property Taxes for that Tax Year shall become due and owing and the Taxing Bodies shall be under no obligation to abate Real Estate Property Taxes for the remaining term of the Agreement.

IV. MISCELLANEOUS

A. Guarantee of Authorization:

Each party signing this Agreement represents, warrants, and guarantees to all the other parties that:

- (1) They are authorized to execute this Agreement upon behalf of the party for whom they signed this instrument;
- (2) All action necessary, including, but not limited to corporate resolutions, ordinances and notices, to make this Agreement a lawful and binding agreement upon that party has been taken;
- (3) The performance of the transactions contemplated by the provisions of this Agreement, and the execution, issuance, delivery and performance of this

Agreement to be executed and delivered by the Taxing Bodies and the Applicant have each been duly authorized by all necessary action on the part of each.

B. Effective Date:

This Agreement shall not be effective until all of the parties to this Agreement have in fact signed this Agreement and the effective date of this Agreement shall be the latest date that any one party actually signs and dates this Agreement.

C. No Assignment or Transfer:

The abatement is specifically granted to the Applicant and may not be assigned or transferred. In the event that the Applicant ceases operation or transfers title of the Property without consent of the Taxing Bodies, the abatement shall immediately terminate and the Taxing Bodies shall have the right to require the Applicant to repay the total sum of all previously abated taxes.

D. Default:

If the Applicant fails to meet any of its obligations under this Agreement, any Taxing Body may terminate its abatement obligations. In the event of such a default by Applicant, Applicant agrees to and shall repay the terminating Taxing Bodies in full the amount of money equal to all the Real Estate Property Taxes on the property that were previously abated by the Taxing Bodies pursuant to this Agreement.

E. Early Closure of Applicant's Abated Facility:

The Applicant agrees that by signing this Agreement they will remain Fully Operational at the Property for a term of at least three (3) full years beyond the termination of the final tax abatement year. Should the Applicant cease operations at the Property or fail to remain Fully Operational during the abatement period or within three (3) years from the termination date of the abatement period, the Taxing Bodies shall have the right to require the Applicant to repay the total sum of all previously abated taxes and the Taxing Bodies will have no obligation to make future abatements under this Agreement.

F. Successors of Taxing Bodies:

This Agreement shall be binding upon the Taxing Bodies, their successors, and their assigns, notwithstanding the provisions of paragraph C.

G. Communication Requirements:

All notices, requests, demands, waivers and other communications shall be in writing and shall be considered duly given three days following dispatch when deposited by mail, certified or registered mail, postage prepaid, properly addressed to the party entitled to receive such notices at the addresses listed in "Exhibit C".

Each party may designate a new place or places, or a new person or persons, for notice purposes, by providing thirty days written notice to all other parties.

H. Applicable Law:

This Agreement shall be interpreted and enforced according to the statutes, case law and Constitution of the State of Illinois regardless of the later legal residence or domicile of any of the Taxing Bodies or the Applicant. Venue shall be the Circuit Court of the Twenty-Third Judicial Circuit, Kendall County, Illinois. The parties hereto waive any claim or defense that such venue is not convenient or proper.

I. Indemnification:

It is understood and agreed between the parties to this Agreement that the Applicant, in performing its obligations pursuant to this Agreement, is acting independently and apart from any other party to this Agreement. The Taxing Bodies that are parties to this Agreement assume no responsibility or liability for actions resulting from this Agreement or for any and all claims, suits and causes of action of any nature whatsoever arising out of the Applicant's obligations hereunder.

The Applicant receiving the abatement agrees to indemnify, hold harmless and defend, with counsel of the Taxing Bodies' own choosing, the Taxing Bodies and their past, present and future board members, elected officials, insurers, employees, and agents (the "Releasees") from, and against such claims, damages, demands, expenses, liabilities and losses of any nature whatsoever resulting from this Agreement, including, but not limited to those resulting from: (1) The construction, improvement and development activities of Applicant, its agents, contractors, and subcontractors with respect to the development or improvement of its property; and (2) Applicant's performance or alleged failure to perform its obligations pursuant to this Agreement. The obligation to indemnify created hereunder extends to indemnifying the Releasees from any claims for monetary relief seeking a refund of any monies abated under the terms of this Agreement. The obligation to indemnify also extends to any claims, causes of action, suits, demands, or proceedings, whether in law or in equity, to have any of the terms of this Agreement authorizing the abatement of taxes declared unconstitutional, invalid, or otherwise void. Further, the obligation to indemnify extends to paying any damages assessed against the Releasees as a result of any actions taken under this Agreement.

The Releasees' participation in their defense shall not remove Applicant's duty to indemnify, defend, and hold them harmless, as set forth above. The Releasees do not waive their defenses or immunities, including those under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.), by reason of indemnification. Indemnification shall survive the termination of this Agreement.

J. Severability:

If any clause in this Agreement is deemed to be void or unenforceable, such clause shall be severed and the remaining provisions in this Agreement shall remain in full force and effect.

K. Waiver:

Any party's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

L. Entire Agreement/Amendment:

This Agreement represents the entire agreement between the parties regarding its subject matter and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties regarding its subject matter and may not be modified except in writing acknowledged and signed by all the Taxing Bodies and the Applicant.

M. Counterparts:

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

N. Captions and Paragraph Headings:

Captions and paragraph headings are for convenience only and are not a part of this Agreement and shall not be used in construing it.



Propane

GRAINCO FS, Inc. Propane Dept.

202 W Rt 71 Newark, IL 60541 Phone: (866) 990-FSLP (3757) Fax: (815) 695-1069

LP TANK MONITOR LEASE AGREEMENT

Acct # 1341197

Date : May 2nd, 2022

THIS AGREEMENT, made and entered into the day by and between GRAINCO FS, Inc. an Illinois corporation of Ottawa, Illinois herein referred to as LESSOR and Kendall Forest-Ellis

Name

Kendall Forest-Ellis

(Full Address)

110 W. Madison Street
Yorkville, IL 60560

(Equipment Location)

13986 McKanna Rd.
Minooka, IL 60447

Hereinafter referred to as "LESSEE" WITNESSETH:

Lessor agrees to leave the following equipment, as long as lessee purchases, exclusively from lessor, his total needs of LP gas.

TANK MONITOR SERIAL NUMBER	QUANTITY	RETAIL PRICE
0102-98367	1	\$350.00

Lessee agrees to pay tank monitor rental fee \$0 per month or \$0 per year.

It is also agreed:

- Title and ownership of above equipment remains with lessor. Lease is not transferable to any other party.
- Lessee shall keep said equipment in good condition and agrees not to abuse, sell, encumber or remove said equipment from the place of installation.
- Lessor retains the right to remove equipment at any time for non-compliance of this agreement or any other operating policy of lessor.

Parties hereby execute this agreement

DATE:

LESSEE

GRAINCO FS, Inc.

**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: Sgt. Drew Santa
Event Name: Kendall County SRT training
Contact Person: Drew Santa

Address:
County: Kendall
Street: 3355 Woolley RD
City: Oswego
State: IL
Zip Code: 60543

Contact Information:
Telephone (Home) 312-523-3762
Telephone (Cell)
E-Mail: dsanta@oswegoil.org

Special Event Information:
Name of Forest Preserve: Harris Forest Preserve
Event Date: 9/15/22
Estimated Attendance: 18
Arrival Time (includes set-up): 1600 hours
Departure Time (includes take down): 2200 hours

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?		
7. Group larger than 250 people?		
8. Extensive use of grounds?		

C= \$300.00

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

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

Applicant's Signature:  _____

Date: 9/12/22

Special Event Agreement

Kendall County Forest Preserve District

The Kendall County Forest Preserve District (District) and Kendall County SRT (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 \$ 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:

Daniel C. [Signature], Executive Director / President

Permittee:

Kendall County SRT

Signed:

Daniel C. [Signature]

Date:

09/12/2022