

**KENDALL COUNTY FOREST PRESERVE DISTRICT
MEETING AGENDA**

TUESDAY, SEPTEMBER 20, 2022

9:00 AM

KENDALL COUNTY OFFICE BUILDING - ROOMS 209 & 210

- I. Call to Order
- II. Pledge of Allegiance
- III. Invocation
- IV. Roll Call
- V. Approval of Agenda
- VI. Public Comments
- VII. ***CONSENT AGENDA**
 - A. Approval of Minutes
 - Kendall County Forest Preserve District Finance Committee Meeting of August 25, 2022
 - Kendall County Forest Preserve District Commission Meeting of September 6, 2022
 - B. *Approval of Claims in the Amount of \$27,483.10
 - C. ***MOTION**: Approval of Fees and Charges for Environmental Education School Field Trip, Scout and Senior Programs, including Establishing Minimum Enrollments for Participation
 - D. ***ORDINANCE #22-09-004**: Authorizing the Extension 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 for the Period Extending January 1, 2023 through December 31, 2023 and a Monthly License Fee of \$800.00
 - E. ***MOTION**: Approval of an Agreement for TMF Management, LLC for the Abatement of Real Property Taxes
 - F. ***MOTION**: Approval of a Liquid Propane Tank Monitor Lease Agreement with GRAINCO FS, Inc. of Ottawa, Illinois (Tank #0102-98367) with No Monthly or Annual Lease Fee for Use at Ellis House and Equestrian Center
- VIII. **OLD BUSINESS**

No agenda items posted for consideration.
- IX. **NEW BUSINESS**
 - A. ****ORDINANCE #22-09-001**: Amending the Rules of Order of the Kendall County Forest Preserve District (Ordinance #10-20-001) Section II.A.5.c. Authorizing the Executive Director (or their Designated Senior Level Administrative Staff, with Consent from the District's President) to Execute Facility Use License Agreements
 - B. ***ORDINANCE #22-09-002**: Amending the Kendall County Forest Preserve District General Use Ordinance (Ordinance #02-01) Chapter 7 – Section V Authorizing the Executive Director (or their Designee) to Execute Facility Use License Agreements for District Facilities
 - C. ***ORDINANCE #22-09-003**: An Ordinance Approving (6) Facility Use License Agreement General Terms and Conditions Forms for the Use of Meadowhawk Lodge, Ellis House, Picnic Shelters, Bunkhouses, Campsites, and the Horse Arena effective December 1, 2022
 - D. **MOTION**: Approval of the Subat Forest Preserve Master Plan
 - E. ***RESOLUTION #22-09-005**: Approval of a Resolution of Authorization (Form OS/DOC-3) for the Submission of a State of Illinois FY23 Illinois Department of Natural Resources – Open Space Land Acquisition and Development (OSLAD) Grant Proposal Request for \$600,000.00, including a District Matching Funds Commitment of \$800,000.00 from the District's Endowment Fund (Fund 1904) Contributions Received from John and Mary Subat for the Construction of a Nature Center and Phase I Master Plan Improvements at Subat Forest Preserve
 - F. **MOTION**: Approval of the State of Illinois – FY23 Illinois Department of Natural Resources – Open Space Land Acquisition and Development (OSLAD) Acquisition Certification Form (Form OS/DOC-2A) for the Subat Forest Preserve Nature Center and Phase I Master Plan Improvements Project at Subat Forest Preserve
- X. Public Comments
- XI. Executive Session
- XII. **OTHER ITEMS OF BUSINESS**

No items posted for consideration
- XIII. Adjournment

(* Requires affirmative vote of the majority of those elected (6) for passage (KCFPD Rules of Order Section I.G.3.b.v.a)

(**) Requires affirmative approval of an Ordinance by a two-thirds majority of all Commissioners (7) for passage (KCFPD Rules of Order Section V.A.2)

**KENDALL COUNTY FOREST PRESERVE DISTRICT
FINANCE COMMITTEE MEETING MINUTES
AUGUST 25, 2022**

I. Call to Order

Chairman Gengler called the meeting to order at 4:00 pm in the Kendall County Administration Building, Rooms 209 and 210.

II. Roll Call

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

Commissioners DeBolt, Kellogg, Vickers, Gilmour and Gengler were all present.

III. Approval of Agenda

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

IV. Public Comments

No public comments were offered from citizens present.

V. Motion to Forward Claims to Commission for Approval

Commissioner DeBolt made a motion to forward claims to Commission. Seconded by Commissioner Kellogg. Aye, all. Opposed, none.

VI. Review of Financial Statements through July 31, 2022

Director Guritz presented an overview on the financial statements through July 31, 2022.

VII. Subat Forest Preserve Nature Center – Master Plan and Probable Costs for Construction – Wright and Company

- **Review of a Proposal to Develop and Submit a 50/50 FY22 OSLAD Grant Proposal for \$600,000**

The Finance Committee discussed the Subat Master Plan and gave direction to bring forward the proposal to develop and submit a \$600,000 FY23 IDNR-OSLAD proposal to Commission.

VIII. RES, Inc. Proposal – Little Rock Creek Forest Preserve – Dam Removal Project

Director Guritz presented a proposal for the Little Rock Creek Forest Preserve Dam Removal Project. The County's storm water impact fees may be used as match to leverage an EPA Section 319 Grant and/or IDNR-OSLAD grant if the District times out the work, including development of the scope(s) of work and probable costs for construction to be completed by the grants. The

caveat is that once the Section 319 project is awarded, time will be constrained to apply for and complete a preserve improvements project at Little Rock Creek Forest Preserve.

IX. Pickerill-Pigott Estate House – Pre-Bid Meeting Agenda and Kluber Plan Room Participation

- Review of Final Contractor Donations
- Review of Final Contract Deduct Alternates
- Bid Opening – September 1, 2022 at 3 pm

Director Guritz presented an overview of final documents for the Pickerill-Estate House. The pre-bid meeting agenda was presented for review and discussion.

X. FY23 Preliminary Budget Draft for Discussion

Director Guritz presented a FY23 preliminary budget draft for discussion with Finance Committee. The potential revenues and expenses from carbon credits, and from integrating the Kendall County Outdoor Education Center's operations into the District's cost center budgets initially included will be taken out of the preliminary budget for Fund 1900 until firm commitments are understood.

XI. Other Items of Business

None.

XII. Public Comments

No public comments were offered from citizens in attendance.

XIII. Executive Session

None.

XIV. Adjournment

Commissioner DeBolt made a motion to adjourn. Seconded by Commissioner Gilmour. Aye, all. Opposed, none.

Meeting adjourned at 5:05 pm.

Respectfully submitted,

David Guritz
Director, Kendall County Forest Preserve District

**KENDALL COUNTY FOREST PRESERVE DISTRICT
COMMISSION MEETING MINUTES
SEPTEMBER 6, 2022**

I. Call to Order

President Gilmour called the meeting to order at 6:01 pm in the Kendall County Office Building - Second Floor Board Meeting Rooms 209 and 210.

II. Pledge of Allegiance

The Pledge of Allegiance was recited by all present.

III. Invocation

An invocation was offered by Commissioner Gengler.

IV. Roll Call

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

Roll call: Commissioners Cesich, DeBolt, Flowers, Gengler, Kellogg, Koukol, Rodriguez, Vickers, and Gilmour were all present.

V. Approval of Agenda

Commissioner Flowers made a motion to approve the agenda. Seconded by Commissioner DeBolt. Aye, all. Opposed, none.

VI. Public Comment

No public comments were offered from citizens in attendance.

VII. CONSENT AGENDA

A. Approval of Minutes

- Kendall County Forest Preserve District Committee of the Whole Meeting of August 9, 2022
- Kendall County Forest Preserve District Commission Meeting of August 16, 2022

B. *Approval of Supplemental Claims (83122F Claims Run) in the Amount of \$1,597.25

C. *Approval of Regular Claims for the June 30, 2022 Claims Run in the Amount of \$21,175.10

Commissioner DeBolt made a motion to approve the Consent Agenda with the removal of Item J. Seconded by Commissioner Koukol.

Motion: Commissioner DeBolt					
Second: Commissioner Koukol					
Roll call: Consent Agenda (Item J removed from consideration)					
Commissioner	Aye	Opposed	Commissioner	Aye	Opposed
Cesich	X		Gryder		
DeBolt	X		Kellogg	X	
Flowers	X		Koukol	X	
Gengler	X		Rodriguez	X	
Gilmour	X		Vickers	X	
Motion unanimously approved.					

Roll call: Commissioners Cesich, DeBolt, Flowers, Gengler, Kellogg, Koukol, Rodriguez, Vickers, and Gilmour, aye. Opposed, none. Motion unanimously approved.

VIII. OLD BUSINESS

No agenda items posted for consideration.

IX. NEW BUSINESS

- A. **MOTION:** Approval of the Submission of an American Rescue Plan Act Grant Application to the County of Kendall in the Amount of \$100,000 Necessary to Complete Open Space Improvements (Outdoor Pavilion and ADA Approaches) at Pickerill-Pigott Forest Preserve as Part of the Ken Pickerill House Renovations Project #19-429-1250

Commissioner DeBolt made a motion to approve the Submission of an American Rescue Plan Act Grant Application to the County of Kendall in the Amount of \$100,000 Necessary to Complete Open Space Improvements (Outdoor Pavilion and ADA Approaches) at Pickerill-Pigott Forest Preserve as Part of the Ken Pickerill House Renovations Project #19-429-1250. Seconded by Commissioner Kellogg.

Motion: Commissioner DeBolt					
Second: Commissioner Kellogg					
Roll call: Submission of ARPA Grant Application for \$100,000 for Project #19-429-1250					
Commissioner	Aye	Opposed	Commissioner	Aye	Opposed
Cesich	X		Gryder		
DeBolt	X		Kellogg	X	
Flowers	X		Koukol	X	
Gengler	X		Rodriguez	X	
Gilmour	X		Vickers	X	
Motion unanimously approved.					

Roll call: Commissioners Cesich, DeBolt, Flowers, Gengler, Kellogg, Koukol, Rodriguez, Vickers, and Gilmour, aye. Opposed, none. Motion unanimously approved.

- B. **MOTION:** Approval of Contract with Lite Construction, Inc. of Montgomery, Illinois for the Completion of the Ken Pickerill House Renovations Project #19-429-1250 (State of Illinois, Department of Natural Resources PARC Grant Agreement #21-114) in the Amount of \$1,082,700.00 (Bid A –Estate House), Plus \$110,000.00 (Bid B – Re-roofing) for a Total Amount Not-to-Exceed \$1,192,700.00

Commissioner Kellogg made a motion to approve the Contract with Lite Construction, Inc. of Montgomery, Illinois for the Completion of the Ken Pickerill House Renovations Project #19-429-1250 (State of Illinois, Department of Natural Resources PARC Grant Agreement #21-114) in the Amount of \$1,082,700.00 (Bid A –Estate House), Plus \$110,000.00 (Bid B – Re-roofing) for a Total Amount Not-to-Exceed \$1,192,700.00. Seconded by Commissioner Rodriguez.

Motion: Commissioner Kellogg					
Second: Commissioner Rodriguez					
Roll call: Contract with Lite Construction, Inc. of Montgomery, Illinois					
Commissioner	Aye	Opposed	Commissioner	Aye	Opposed
Cesich	X		Gryder		
DeBolt	X		Kellogg	X	
Flowers	X		Koukol	X	
Gengler	X		Rodriguez	X	
Gilmour	X		Vickers	X	
Motion unanimously approved.					

Roll call: Commissioners Cesich, DeBolt, Flowers, Gengler, Kellogg, Koukol, Rodriguez, Vickers, and Gilmour, aye. Opposed, none. Motion unanimously approved.

- C. **MOTION:** Approval of the Wight & Company, Inc. IDNR-OSLAD Grant Preparation Phase Option in the Amount of \$6,500.00 Extended as Part of the Approved Subat Forest Preserve Nature Center Master Plan 3.8.21 Design Proposal Public Comments

Commissioner Cesich made a motion to approve the Wight & Company, Inc. IDNR-OSLAD Grant Preparation Phase Option in the Amount of \$6,500.00 Extended as Part of the Approved Subat Forest Preserve Nature Center Master Plan 3.8.21 Design Proposal Public Comments. Seconded by Commissioner Gengler.

Motion: Commissioner Cesich

Second: Commissioner Gengler

Roll call: Wright & Company, Inc. Extended Contract

Commissioner	Aye	Opposed	Commissioner	Aye	Opposed
Cesich	X		Gryder		
DeBolt	X		Kellogg	X	
Flowers	X		Koukol	X	
Gengler	X		Rodriguez	X	
Gilmour	X		Vickers	X	

Motion unanimously approved.

Roll call: Commissioners Cesich, DeBolt, Flowers, Gengler, Kellogg, Koukol, Rodriguez, Vickers, and Gilmour, aye. Opposed, none. Motion unanimously approved.

X. Public Comments

No public comments were offered from citizens in attendance.

XI. Executive Session

None.

XII. Other Items of Business

- A. Subat Master Plan Community Meetings – Thursday and Friday, September 8 and 9, 2022 from 4:30 pm to 6:30 pm Location: Kendall County Historic Courthouse 110 W. Madison Street Yorkville, IL 60560
- B. Subat Master Plan Public Hearing – Tuesday, September 13, 2022 at 4:30 pm Location: Kendall County Administrative Office Building – Second Floor Board Rooms 209 and 210 – 111 W. Fox Street – Yorkville, IL 60560
- C. Subat Master Plan – Online Survey Link: <https://www.surveymonkey.com/r/MMDH2m>

XIII. Adjournment

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

Meeting adjourned at 6:09 pm.

Respectfully submitted,

Antoinette White

Acting Director, Kendall County Forest Preserve District

Claims Listing

9/14/2022 12:52:25 PM

Department	Vendor #	Vendor Name	Invoice #	Invoice Description	GL Account	Description	Invoice Amount
Ellis Barn	1323	MENARDS	51755	Menards-Ellis-plywood, lubricant	19001161	68580 Grounds and Maintenance	\$270.81
						Sub-Total	\$270.81
					Ellis Barn	Total	\$270.81
Ellis Grounds	1060	JOHN DEERE FINANCIAL	1113-41567091522	Ellis Grounds Supplies	19001162	68580 Grounds and Maintenance	\$46.48
	1060	JOHN DEERE FINANCIAL	41111-16381091522	Ellis and Grounds purchases	19001162	68580 Grounds and Maintenance	\$187.43
	1659	SHOREWOOD HOME & AUTO	01-327591	Parts and Equipment for Ellis Tractor	19001162	68580 Grounds and Maintenance	\$210.03
						Sub-Total	\$443.94
					Ellis Grounds	Total	\$443.94
Ellis House	124	BARRETT'S ECOWATER	0010381091522	Water service-Ellis	19001160	68580 Grounds and Maintenance	\$29.18
	1323	MENARDS	52331	Menards-Ellis House-batteries, tape, outlet	19001160	68580 Grounds and Maintenance	\$75.26
						Sub-Total	\$104.44
					Ellis House	Total	\$104.44
Ellis Riding Lessons	51	SYNCB/AMAZON	1PXX-PHN6-DX3M	Equine Slow Feeder-Ellis	19001164	63000 Animal Care & Supplies	\$19.98

Ellis Riding Lessons	541	FIRST NATIONAL BANK OF OMAHA	3583GuritzAug2022	Guritz Credit Card Aug 2022	19001164 63000	Animal Care & Supplies	\$1,023.75
	541	FIRST NATIONAL BANK OF OMAHA	6660Vick Aug2022	Vick Credit Card Aug 2022	19001164 63000	Animal Care & Supplies	\$46.38
						Sub-Total	\$1,090.11
	529	EQUINE VETERINARY PRACTICE LLC	11759091522	Vet services for horses	19001164 63020	Vet & Farrier	\$1,649.00
					Sub-Total	\$1,649.00	
					Ellis Riding Lessons	Total	\$2,739.11
Ellis Weddings	3918	SKYLER BLOHM	21.00147	Sec Dep Return-Ellis House-Wedding	19001168 63040	Security Deposit Refund	\$1,000.00
						Sub-Total	\$1,000.00
	3131	GROOT INC	9361419T102	Waste and Recycling Services	19001168 63070	Refuse Pickup	\$114.56
						Sub-Total	\$114.56
					Ellis Weddings	Total	\$1,114.56
Environ. Educ. Laws of Nature	541	FIRST NATIONAL BANK OF OMAHA	3433Wiencke091522	P Card Wiencke Aug 2022	19001180 63030	Program Supplies	\$43.92
						Sub-Total	\$43.92
					Environ. Educ. Laws of Nature	Total	\$43.92
Environmental Educ. Natrl Beg.	51	SYNCB/AMAZON	13G9-G44H-J19C	First Aid Supplies-NB	19001178 63030	Program Supplies	\$260.57
	51	SYNCB/AMAZON	1DLW-RW74-6LCM	Outlet covers for Natural Beginnings	19001178 63030	Program Supplies	\$7.54

Environmental Educ. NatrI Beg.	51	SYNCB/AMAZON	1PF4-DQY9-134X	Spray Bottles-NB Supplies	19001178 63030	Program Supplies	\$8.99
	51	SYNCB/AMAZON	1VXG-DXR4-L19C	NB Supplies-portable toilet, pop up tent, cones,	19001178 63030	Program Supplies	\$97.59
	541	FIRST NATIONAL BANK OF OMAHA	3433Wiencke091522	P Card Wiencke Aug 2022	19001178 63030	Program Supplies	\$145.00
	1323	MENARDS	51521	Menards-NB Supplies-Key rings, markers	19001178 63030	Program Supplies	\$17.83
						Sub-Total	\$537.52
	575	FOREST FOUNDATION OF KENDALL COUNTY	Breunig Donation	NB Donation-Jennifer Bruenig	19001178 63040	Security Deposit Refund	\$216.00
						Sub-Total	\$216.00
					Environmental Educ. Natrl Beg.	Total	\$753.52
	51	SYNCB/AMAZON	11H7-NQDG-Y66Q	Amazon Laminating sheets, calendar, envelopes	190011 62000	Office Supplies	\$44.89
	51	SYNCB/AMAZON	1LP6-MKNF-7JG4	Boxes for paper storage	190011 62000	Office Supplies	\$27.99
541	FIRST NATIONAL BANK OF OMAHA	3583GuritzAug2022	Guritz Credit Card Aug 2022	190011 62000	Office Supplies	\$81.40	
541	FIRST NATIONAL BANK OF OMAHA	5931White091522	White P card August 2022	190011 62000	Office Supplies	\$179.30	
1304	MARCO TECHNOLOGIES, LLC	481712651F	copier 8/28-9/28/22	190011 62000	Office Supplies	\$167.09	
2170	ANTOINETTE WHITE	Reimb091522	Uniform, picnic food reimbursement-Grounds	190011 62000	Office Supplies	\$81.12	
3915	AURORA FASTPRINT	36955	Archery Hunting Signs	190011 62000	Office Supplies	\$403.80	
					Sub-Total	\$985.59	
Forest Preserve Director							

Forest Preserve
Director

1665	SHAW MEDIA	10085118091522	Pickerill, Subat Publication, Website	190011 62090	Legal Publications	\$388.12
					Sub-Total	\$388.12
3370	CITY FOREST CREDITS	179	Application Fee- Reservation Woods	190011 62150	Contractual Services	\$1,500.00
					Sub-Total	\$1,500.00
2047	COMED	09270071630915 22	ComEd Richard Young	190011 63510	Electric	\$23.44
2047	COMED	11231661020915 22	ComEd Jay Woods	190011 63510	Electric	\$22.75
2047	COMED	55147100051915 22	ComEd Harris Arena	190011 63510	Electric	\$21.72
2047	COMED	55147110020915 22	ComEd Harris	190011 63510	Electric	\$52.22
					Sub-Total	\$120.13
1665	SHAW MEDIA	10085118091522	Pickerill, Subat Publication, Website	190011 68430	Marketing / Publicity	\$59.99
					Sub-Total	\$59.99
1060	JOHN DEERE FINANCIAL	11113- 29745091522	Grounds and Capital purchases	190711 68500	Project Fund Expenses	\$16.99
1323	MENARDS	50920	Menards-Hose Reel, Wood, screws	190711 68500	Project Fund Expenses	\$152.21
1323	MENARDS	51015	Roofing project materials	190711 68500	Project Fund Expenses	\$1,392.83
1323	MENARDS	51478	Menards-Stain/finish-5 gallon	190711 68500	Project Fund Expenses	\$202.00
1323	MENARDS	51743	Menards-drive bit, tarp, insect spray	190711 68500	Project Fund Expenses	\$40.57

Forest Preserve Director									Sub-Total	\$1,804.60
1789	TRANE COMPANY	312904186	AC/Furnace Unit-Pickerill		191311 70330		Construction		\$98.51	
								Sub-Total	\$98.51	
1827	UPLAND DESIGN LTD	21-939B-03	Professional Services-FRB		190811 70650		Professional Services (A&E)		\$10,374.40	
1928	WBK ENGINEERING, LLC	23462	Fox River Bluffs Professional Services		190811 70650		Professional Services (A&E)		\$400.00	
								Sub-Total	\$10,774.40	
								Total	\$15,731.34	
Grounds and Natural Resources					Forest Preserve Director					
1060	JOHN DEERE FINANCIAL	41111-16381091522	Ellis and Grounds purchases		19001183 62160		Equipment		\$87.68	
								Sub-Total	\$87.68	
1153	KENDALL CO HIGHWAY DEPT	Aug 2022 Fuel	Aug 2022 Fuel and Diesel		19001183 62180		Gasoline / Fuel / Oil		\$1,223.97	
								Sub-Total	\$1,223.97	
2170	ANTOINETTE WHITE	Reimb091522	Uniform, picnic food reimbursement-Grounds		19001183 62400		Uniforms / Clothing		\$13.47	
								Sub-Total	\$13.47	
3131	GROOT INC	9361419T102	Waste and Recycling Services		19001183 63070		Refuse Pickup		\$410.09	
								Sub-Total	\$410.09	

Grounds and Natural Resources

1452	NICOR	85662610121091522	Nicor Millbrook S	19001183 63090	Natural Gas	\$163.61
					Sub-Total	\$163.61
51	SYNCB/AMAZON	19JC-VYF4-3YPT	Bow Hunt Supplies	19001183 63110	Shop Supplies	\$47.99
1060	JOHN DEERE FINANCIAL	11113-29745091522	Grounds and Capital purchases	19001183 63110	Shop Supplies	\$42.99
1323	MENARDS	51032	Menards-Grounds-socket adapter, coupling	19001183 63110	Shop Supplies	\$8.95
1323	MENARDS	51743	Menards-drive bit, tarp, insect spray	19001183 63110	Shop Supplies	\$22.98
1820	UNIQUE PRODUCTS & SERVICE	437247	Cleaning and paper products for Hoover, Grounds	19001183 63110	Shop Supplies	\$433.81
1950	YORKVILLE ACE & RADIO SHACK	400515091522	Grounds supplies	19001183 63110	Shop Supplies	\$3.20
					Sub-Total	\$559.92
3837	T-MOBILE	982008249091522	Cell Phones Aug 2022	19001183 63540	Telephones	\$151.26
					Sub-Total	\$151.26
					Total	\$2,610.00

Hoover

1937	WIRE WIZARD OF ILLINOIS INC	358794	Alarm Monitoring MHL	19001171 62270	Utilities	\$180.00
1937	WIRE WIZARD OF ILLINOIS INC	358795	Alarm Monitoring-Rookery	19001171 62270	Utilities	\$105.00
					Sub-Total	\$285.00

Hoover

3250	TIA PURNELL	22-00102	Sec Dep Refund-Moonseed	19001171	63040	Security Deposit Refund	\$100.00
3914	AFS USA	22-00180	Blazing Star Sec Dep Refund	19001171	63040	Security Deposit Refund	\$100.00
						Sub-Total	\$200.00
2047	COMED	07560810170915 22	ComEd Hoover Bathhouse	19001171	63100	Electric	\$69.16
2047	COMED	07936730150915 22	ComEd Hoover Multiple	19001171	63100	Electric	\$636.57
2047	COMED	19380210810915 22	ComEd Hoover Residence	19001171	63100	Electric	\$46.04
						Sub-Total	\$751.77
1323	MENARDS	51648	Menards-Hoover-Shop, Building, Grounds supplies	19001171	63110	Shop Supplies	\$154.95
1820	UNIQUE PRODUCTS & SERVICE	437247	Cleaning and paper products for Hoover, Grounds	19001171	63110	Shop Supplies	\$641.87
						Sub-Total	\$796.82
1152	KENDALL PLUMBING & HEATING	99300500036	Rookery Furnace/AC Repair-Blower	19001171	63120	Building Maintenance	\$1,449.00
1323	MENARDS	51648	Menards-Hoover-Shop, Building, Grounds supplies	19001171	63120	Building Maintenance	\$87.04
						Sub-Total	\$1,536.04

Hoover	1323	MENARDS	51648	Menards-Hoover-Shop, Building, Grounds supplies	19001171	68580	Grounds and Maintenance	\$43.81
							<i>Sub-Total</i>	\$43.81
						Hoover	Total	\$3,613.44
Pickerill - Pigott	2047	COMED	55142280110915 22	ComEd Pickerill House	19001184	63100	Electric	\$44.35
	2047	COMED	55142290270915 22	ComEd Pickerill	19001184	63100	Electric	\$13.67
							<i>Sub-Total</i>	\$58.02
						Pickerill - Pigott	Total	\$58.02
							Grand Total	\$27,483.10

To: Kendall County Forest Preserve District Board of Commissioners
 From: Stefanie Wiencke, Environmental Education and Special Projects Manager
 RE: School, Scout, and Senior Program Fees and Charges
 Date: September 20, 2022

Environmental Education Birthday Party, Announced Nature, and Scout Programs		Scout Program	NA	\$7 per scout (minimum \$50 program fee) \$60 per 1-Hour Program / \$50 per Program for Seasonal Series	\$8 per scout (minimum \$64 program fee) \$70 per 1-Hour Program / \$60 per Program for Seasonal Series	Minimum enrollment = 8
Environmental Education School Programs						
Cub Scout and Girl Scout Badge Programs	Scout Program	NA				
Programs for Seniors	Public Program	NA				
Animals in Winter	School Program	NA	\$3 per student	\$3.50 per student		Minimum enrollment = 16
Biomimicry	School Program	NA	\$6 per student	\$7 per student		Minimum enrollment = 16
Bugfest	School Program	NA	\$7 per student at school / \$7 per student at Harris			Minimum enrollment = 16
Zoology	School Program	NA	\$6 per student			Minimum enrollment = 16
Fossils	School Program	NA	\$6 per student	\$7 per student		Minimum enrollment = 16
Native Americans	School Program	NA	\$6 per student			Minimum enrollment = 16
Teeth Younger	School Program	NA	\$3 per student	\$3.50 per student		Minimum enrollment = 16
Teeth Older	School Program	NA	\$5 per student	\$7 per student		Minimum enrollment = 16
Adaptations in School	School Program	NA	\$6 per student	\$7 per student		Minimum enrollment = 16
Adaptations Harris	School Program	NA	\$6 per student	\$7 per student		Minimum enrollment = 16
Ecosystems Harris	School Program	NA	\$7 per student			Minimum enrollment = 16
Wetland in School	School Program	NA	\$5 per student	\$7 per student		Minimum enrollment = 16
Maple Syrup	School Program	NA	\$7 per student			Minimum enrollment = 16
Natural Areas Management Experience	School Program	NA	\$10 per student			Minimum enrollment = 16
Weather	School Program	NA	\$6 per student			Minimum enrollment = 16
Reptiles and Amphibians	School Program	NA	\$6 per student	\$7 per student		Minimum enrollment = 16
Other Pre-School	Preschool Program	NA	\$6 per student	\$7 per student		Minimum enrollment = 16
Other School Age	School Program	NA	\$6 per student	\$7 per student		Minimum enrollment = 16

Recommendations:
 Approval of proposed Fees and Charges and minimum enrollments as presented.

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 extent allowed by the DISTRICT'S Executive Director.

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

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

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

13.00 SURRENDER

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

14.00 INTERPRETATION

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

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

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

16.00 ENFORCEMENT

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

17.00 ATTORNEY FEES AND COSTS

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

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

18.00 DISTRICT LIAISON

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

19.00 NOTICES

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

20.00 CONFLICT OF INTEREST

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

21.00 PROHIBITION OF RECORDATION

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

22.00 PERMITS AND LICENSES

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

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

24.00 ENTIRE AGREEMENT

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

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

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

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

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

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the 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: _____

**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

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:

1. Title and ownership of above equipment remains with lessor. Lease is not transferable to any other party.
2. Lessee shall keep said equipment in good condition and agrees not to abuse, sell, encumber or remove said equipment from the place of installation.
3. 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. _____

**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 extend authority to the District's Executive Director, or their designee(s), to enter into facility use license agreements.

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

**RULES OF ORDER FOR THE
KENDALL COUNTY FOREST PRESERVE DISTRICT
COMMISSION OF COMMISSIONERS**

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1 & 2

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PREFACE

The Kendall County Forest Preserve District ("District") was created by referendum in April of 1964, and is governed by the Downstate Forest Preserve District Act, 70 ILCS 805/0.001 *et seq.* (the "Act"). The boundaries of the District are co-extensive with the boundaries of Kendall County. Therefore, the District is governed by a Board of Commissioners ("Commissioners") who also serve as the current Kendall County Board Members. (70 ILCS 805/3a (West 2016.))

I. KENDALL COUNTY FOREST PRESERVE DISTRICT COMMISSION MEETINGS

A. REGULAR MEETINGS

Regular Meetings of the Kendall County Forest Preserve District Commission shall be held at the date and times specified by resolution, which shall be passed every year in December, by the Kendall County Forest Preserve District Commission. All regular meetings of the District shall be conducted in accordance with the Illinois Open Meetings Act, (5 ILCS 120/1, *et seq.*), the Downstate Forest Preserve District Act (70 ILCS 805/.01 *et seq.*), and any and all other applicable laws and regulations.

B. CANCELED AND RESCHEDULED REGULAR MEETINGS

1. Cancellation of Regular Meetings

When the President of the District ("President") determines that no business of the District requires the convening of a particular Regular Meeting of the Commission, or that a quorum will not be available for any such Regular Meeting, or that other good cause exists for not holding such Regular Meeting, the President may cancel such meeting, with or without rescheduling. The President shall promptly notify the Executive Director of the Forest Preserve District ("Director") of any such cancellation, and the Director shall promptly issue written notice of such cancellation to each Commissioner and to all news media that have filed requests for notice of District meetings pursuant to the Illinois Open Meetings Act.

2. Rescheduling of Regular Meetings

When any Regular Meeting of the Commission has been canceled, the President may reschedule such Regular Meeting to such day and time as he or she shall deem appropriate by directing the Director or designee to give notice of such Rescheduled Regular Meeting pursuant to the Illinois Open Meetings Act.

C. SPECIAL MEETINGS

Special Meetings of the Commission may be called pursuant to a "Special Call" by the President or by any six of the Commissioners of the Commission. Special Calls shall be in writing, shall be addressed to the Director or designee, and shall specify the time, place, and reason of the Special Meeting. Such a Special Call, from either the President or six Commissioners, shall be given in sufficient time to allow the Director to give at least 48 hours' notice of the Special Meeting, pursuant to the Illinois Open Meetings Act.

D. EMERGENCY MEETINGS

The President, upon notice in writing addressed to the Director or designee, declaring that a bona fide emergency exists and stating the nature of the emergency, may call an Emergency Meeting of the Commission and set the agenda. Promptly upon receipt of such notice, the Director or designee shall give notice of such Emergency Meeting, pursuant to the Illinois Open Meetings Act.

E. MEETING LOCATIONS

All meetings of the Commission shall normally be held in the County Board Room of the Kendall County Office Building, 111 W. Fox Street, Yorkville, Illinois. In the event that a meeting must be held elsewhere, the Director or designee shall give proper notice of the location pursuant to the Open Meetings Act.

F. AGENDA

1. The agenda and accompanying documentation for all Commission meetings shall be prepared by the Director or designee at the direction of the President.

2. *Content of Agenda*

The following shall be the general order of business set forth on the agenda for each Regular, Special, Emergency, and Rescheduled Regular Meetings of the Commission, subject to such changes thereof as may be directed by the President:

- a. Call to Order
 - b. Pledge of Allegiance
 - c. Invocation
 - d. Roll Call of Commissioners
 - e. Determination of Quorum
 - f. Approval of Agenda
 - g. Approval of Minutes
 - h. Public Comment
 - i. Consent Agenda
 - j. Old Business
 - k. New Business
 - l. Executive Session
 - m. Public Comment
 - n. Adjournment
3. The Executive Director, or their designee, shall be responsible for reviewing the Commission meeting agendas prior to posting. A Consent Agenda will be used to expedite the handling of ministerial, routine, or non-controversial items. The District President, Executive Director, or a standing committee of the Board of Commissioners may place items on the Consent Agenda. The Consent Agenda may

include, but is not limited to the following items: approval of minutes, approval of bills, approval of reports, and approval of contracts. At the request of any Commissioner an item shall be removed from the Consent Agenda. The request to remove an item does not require a second or a vote of the Board of Commissioners. Any items removed from the Consent Agenda will be considered as the first item under New Business. Approval of the Consent Agenda shall be done by a roll call vote of the Board of Commissioners. (Amended 12/17/2019)

4. **Preparation and Contents of Commission Packet**

- a. The Commission packet shall be prepared by the Director or designee at the direction of the President and shall include all necessary supporting documentation as related to action items or discussion items on the agenda. This would include, but not be limited to:
 - i. All agreements proposed for approval, and all agreements included as action items for the agenda; and
 - ii. Resolutions and ordinances, such as those for land acquisition or otherwise, included as action items for the agenda; and
 - iii. Signature pages that are ready to be executed, summaries, staff reports, resolutions and ordinances, and such land acquisition resolutions and ordinances that have been included as action items on the agenda.

G. RULES OF PROCEDURE

1. **Adoption of Roberts Rules of Order**

In the absence of a governing provision of these Rules, the most current edition of *Roberts Rules of Order Newly Revised* shall govern.

2. **Meetings Held Electronically**

All meetings of the Kendall County Forest Preserve District Board of Commissioners, including special committees and standing committees, are to be held in-person. The following rules shall remain dormant unless the Governor or the Director of the Illinois Department of Public Health has issued a disaster declaration related to public health concerns because of a disaster as defined in Section 4 of the Illinois Emergency Management Agency Act, and all or part of the jurisdiction of the public body is covered by the disaster area, and the President of the Kendall County Forest Preserve District determines that an in-person meeting or a meeting conducted under this Act is not practical or prudent because of a disaster. If these conditions are met then the following rules shall apply for electronic meetings of the Kendall County Forest Preserve District, including special committee and standing committee meetings: (Amended 10/06/2020)

- a. **Remote Only Meeting.** If the Kendall County Office Building and Kendall County Historic Courthouse is closed to the public, all meetings will be remote only.
- b. **Hybrid Meeting.** If the Kendall County Office Building is open to the public, and the President of the District decides that a complete in-person meeting is not prudent, then all meetings will be hybrid (in-person and remote attendance are both allowed).
- c. **Executive Session.** The Commissioner shall be in a private area away from other individuals before joining an executive session.
- d. **Limitations on Commissioners.** Commissioners are encouraged to be in a quiet room to limit interruption to the meeting.
- e. **Login Time.** The Secretary of the Board of Commissioners or the Committee Chair shall schedule Internet meeting and login 15-minutes prior to the scheduled start of the meeting.
- f. **Quorum Calls.** The presence of a quorum shall be established by audible roll call at the beginning of the meeting. Thereafter, the continued presence of a quorum shall be determined by the online list of participating Commissioners, unless any Commissioner demands a quorum count by audible roll call. Such a demand shall be made following any vote for which the announced totals add to less than a quorum. If in a hybrid meeting the combination of in person attendance and the online list shall determine quorum.
- g. **Technical Requirements and Malfunctions.** Each Commissioner is responsible for his or her audio and Internet connections; no action shall be invalidated on the grounds that the loss of, or poor quality of a Commissioner's individual connection prevented participation in the meeting.
- h. **Disruption of the Meeting.** The President or Chair may cause or direct the muting of a Commissioner's connection if it is causing undue interference with the meeting. The President's or Chair's decision to do so, which is subject to an undebatable appeal that can be made by any Commissioner, shall be announced during the meeting and recorded in the minutes. The President or Chair may cause or direct the disconnection or muting of any non-Commissioner participant that is causing a disruption of the meeting.
- i. **Assignment of the Floor.** To seek recognition by the President or Chair, a member shall utilize the raise hand feature. If a meeting is hybrid then the President or Chair shall recognize the speakers based on those raising

their hand in meeting room and the electronic room.

- j. **Interrupting a Commissioner.** A Commissioner who intends to make a motion or request that under the Rules may interrupt a speaker shall use raise hand feature for so indicating, and shall thereafter wait a reasonable time for the President's or Chair's instructions before attempting to interrupt the speaker by voice.
- k. **Location of Presiding Officer.** If a hybrid meeting, then the presiding officer of the meeting must be present in the meeting room.

3. **Rules for Commission Meetings**

a. **Quorum**

A quorum (as defined in the Illinois Open Meetings Act) shall be necessary for the transaction of business at any Commission meeting. A majority consisting of at least six (6) Commissioners shall constitute a quorum.

b. **General Voting Requirement**

All Ordinances and all other proposals shall require the concurrence of a majority of those present for passage, except for those items requiring greater than a simple majority as required by law. Unless a different vote is required by applicable law, any other motion may be approved by a voice vote of the Commission, although any Commissioner may ask for and require a roll call vote on any such other motion, in which case the motion is approved if it receives affirmative votes of a majority of the Commissioners present.

Votes Requiring Other Than a Simple Majority

For purposes of these Rules, any Ordinance or Resolution authorizing the acquisition of land or any interest in land, shall be deemed to authorize the expenditure of District funds, and necessitate a majority vote of all elected Commissioners pursuant to 70 ILCS 805/12.

The following matters require a vote by an amount of Commissioners above a simple majority of those present at a particular meeting:

- i. ***Two-thirds vote of the members of the Commission***
 - a. The making of appropriations in excess of those authorized by the appropriation ordinance in order to meet an immediate emergency.
 - b. The sale of any one or more parcels of land owned by the District that are less than one acre in size whenever the Commission determines the sale to be advantageous to the District.
 - c. The sale of outlots when the forest preserve district acquires a parcel of land in excess of 600 acres that includes one or more vacant, subdivided residential

outlots on the boundary of the 600 acres, regardless of whether the outlots are contiguous to one another, when the Commission determines that the sale is advantageous to the District.

- d. Overturning a veto by the President.
 - ii. *Three-fourths of the members of the Commission*
 - a. Vacating any street, roadway or driveway, or part thereof, located within a forest preserve by an ordinance pursuant to the public's interest.
 - iii. *Three-fifths vote of the members of the Commission*
 - a. Authorize the conveyance or sale of personal property of the District.
 - iv. *Unanimous Vote of the Members of the Commission*
 - a. The trade any one or more parcels of land owned by the District for one or more parcels of land owned by one or more individuals or any public or private entity whenever the Commission determines the trade to be advantageous to the District.
 - v. *Majority of those elected*
 - a. The passage of ordinances and all proposals to create any liability, or for the expenditure or appropriation of money.
- c. Early Departure of Commissioner
A Commissioner wishing to excuse himself or herself from any portion of a meeting, while the meeting is in session, shall inform the President or designee, and it shall be noted in the meeting minutes.
- d. Minutes
The Director or designee shall be the official keeper of records of all Forest Preserve Commission Meetings. The Director or designee shall be responsible for the audio recording of minutes, the taking of notes, and preparing minutes for Commission review. In addition, the Director shall be the official custodian of all records and minutes of the Commission. The minutes shall be approved by a majority vote of the Commissioners present within thirty (30) calendar days after the meeting or at the Commission's second subsequent regular meeting, whichever is later. The approved minutes shall be available for public inspection within ten (10) calendar days after the Commission approves the minutes. Also, all approved minutes shall be posted on the District's website within ten (10) calendar days after the approval of the minutes by the Commission, and such minutes shall remain posted on the District's website for at least sixty (60) calendar days after their initial posting.

e. Suspension of Rules

These Rules may be suspended in any particular case by a vote of two-thirds of the Commissioners present. These Rules shall not be suspended for the purposes of considering the approval or amendment of the fiscal year budget, or to consider compensation increases for employees of the District.

H. PUBLIC PARTICIPATION

1. Public Comments

At all Regular, Special, and Emergency Commission meetings, as well as all Committee meetings, members of the public of the District shall be afforded time to comment. Such public comment shall be limited to a five-minute comment per individual, and no more than sixty minutes for any public comment period. Recognition of individuals shall be made by the President. Members of the public making public comments shall refrain from statements, remarks, or conduct that are uncivil, rude, vulgar, profane, or otherwise disruptive to the Commission meeting. If any person makes such prohibited statements or remarks or engages in such prohibited conduct, the President may terminate that person's public comment and direct the person to leave the meeting.

2. Recording by the Media and Public

Recording of the proceedings of the Commission may be done by the news media representatives or the public in such a manner that does not disrupt the meeting.

II. KENDALL COUNTY FOREST PRESERVE DISTRICT OFFICERS AND OFFICIALS

A. OFFICERS

The officers of the District shall be a President, a Vice-President, a Secretary, a Treasurer, and an Executive Director.

1. President

- a. The President shall preside at all meetings of the Commission, be the executive officer of the District, and be a member of the Commission.
- b. The President shall sign all ordinances, resolutions, and other papers necessary to be signed, and shall execute all contracts entered into by the District and perform other duties as may be prescribed by ordinance.
- c. The President may veto any ordinance, orders, resolutions and actions, or any items therein contained, of the Commission that provide for the purchase of real estate, or for the construction of improvements within the preserves of the

District. Such veto shall be filed with the Secretary of the District within 5 days after the passage of the ordinance, order, resolution or action, and when so vetoed the ordinance, order, resolution or action, or any item therein contained is not effective unless it is again passed by two-thirds vote of all the members of the Commission pursuant to 70 ILCS 805/12.

- d. The President may vote in the same manner as the other members of the Commission.
- e. In the event of the death of the President, the Vice-President shall, within fifteen calendar days of said death, call a Special or Emergency meeting of the Commission, at which the Commissioners shall elect from among their number, by an affirmative majority vote of those present, a successor President.
- f. In the event of the incapacity of the President, the Vice-President shall, within fifteen calendar days of said death, call a Special or Emergency meeting of the Commission at which time it shall be determined by a three-fourths majority of the Commissioners present if the office of President shall be declared vacant. In such event, the Commissioners shall elect, from among their number, by an affirmative majority vote of those present, a successor President.

2. *Vice-President*

- a. If the President will be absent from a meeting, or any portion thereof, the Vice-President shall act as President pro-temp.
- b. The Vice-President shall fulfill the duties of the President during any period when the President is unable to serve because of personal reasons, injury, Incapacity, or emergency, until the President is again able to serve or until the President's successor is elected.
- c. In the event of the death of the Vice-President, the President shall, within fifteen calendar days, call a Special or Emergency meeting of the Commission at which the Commissioners shall elect from among their number, by an affirmative majority vote of those present, a successor Vice-President.
- d. In the event of the incapacity of the Vice-President, the President shall, within fifteen calendar days of said death, call a Special or Emergency meeting of the Commission at which time it shall be determined by a three-fourths majority of the Commissioners present if the office of Vice-President shall be declared vacant. In such event, the Commissioners shall elect, from among their number, by an affirmative majority vote of those present, a successor Vice-President.
- e. The Vice-President shall perform any other duties as assigned by the President of the District.

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 authority to issue special use permits, to enter into District facility license agreements, and, with the consent of the President of the District as to the specific delegation, to delegate that authority to specific senior level administrative staff.
- d. Shall have authority to designate an Acting Executive Director to conduct the business of the District during a leave of absence by the Executive Director.
- e. 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 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

1. Secretary and Treasurer

The President, as soon as possible after assuming office, shall appoint a Secretary and Treasurer, with the advice and consent of the Commission by a majority affirmative vote of those present, all of whom shall serve at the pleasure of the President and, if serving at the time of the expiration of the President's term, after such expiration until their successors are appointed. (70 ILCS 805/8(b))

2. Executive Director of the District

The Commission has the authority to hire the Executive Director of the District by an affirmative majority vote of the Commissioners present.

III. KENDALL COUNTY FOREST PRESERVE DISTRICT COMMISSION COMMITTEES

A. STANDING COMMITTEES

There shall be three Standing Committees of the Commission. All Standing Committees serve in an advisory capacity and shall not have any authority to take final action on behalf of the Commission unless otherwise authorized to do so by a majority vote of the Commission members present. All Standing Committee meetings shall be subject to the Illinois Open Meeting Act. These Standing Committees shall have the following duties as well as any other duties directed by the Commission:

1. Finance Committee

The Finance Committee shall review and make recommendations to the Commission concerning all financial affairs of the District, including but not limited to, bond issues, applications for grants, the preparation of budgets, appropriations and tax levies, wage and job classification policies, compensation and benefit program, insurance, safety, user fees, review of claims, and concession, leases, licenses, or similar arrangements. The Committee also shall review fundraising strategies for the District. The Committee shall not commit District funds or incur liabilities.

2. Operations Committee

The Operations Committee shall review and make recommendations to the Commission concerning operational affairs and policies of the District, including but not limited to all general use regulations, maintenance, programming and promotion of all District properties; the use of District facilities, programs and services; the conservation of District lands, waters, flora and fauna.

3. *Committee of the Whole*

The Committee of the Whole shall be up made of all serving Commissioners. The jurisdiction of the Committee of the Whole is the overall Standing Committee coordination, discussion of overall Forest Preserve District Policies and Objectives, and other items as decided by the President of District or the Commission.

B. SPECIAL COMMITTEES

A special committee is a committee established for a special purpose or special matter and it is of a limited duration. The following forms of special committees may be established in writing by the President with the approval of the majority of Commissioners present. These special committees shall not have any authority to take final action on behalf of the Commission unless otherwise authorized to do so by a majority of the Commission members present. All special committee meetings are subject to the Illinois Open Meeting Act, shall follow Roberts Rules of Order, Newly Revised and these Rules of Order.

1. *Ad Hoc Committees*

Ad Hoc Committees may be formed to study any matter of interest to the District and to perform any other functions as deemed necessary by the Commission. An Ad Hoc Committee shall consist of Commissioners and shall report to the Commission. An Ad Hoc Committee shall cease on the earlier of (a) when the President determines that they have completed their duties, including, if required by the President, the rendition of a final report, or (b) at the end of the President's term. Any determination of dissolution shall be submitted by the President to the Commission for its approval or disapproval by majority vote of the Commission members present.

2. *Advisory Committees*

Advisory Committees may be formed to hold hearings on specific matters and to perform other functions as deemed necessary. Advisory Committees shall consist of Commissioners and/or members of the public and shall report to the Commission. No ordinances or resolutions shall be referred, discussed, or voted on by an Advisory Committee. An Advisory Committee shall cease the earlier of (a) when the President determines that the Advisory Committee has completed its duties, including, if required by the President, the rendition of a final report, or (b) at the end of the President's term. Any determination of dissolution shall be submitted by the President to the Commission for its approval or disapproval by a majority vote of the Commissioners present.

C. APPOINTMENT OF COMMITTEE MEMBERS

1. Appointment of all Members

All Members of Standing and Special Committees shall be appointed by the President, with the advice and consent of a majority of the Commission members present. All Standing Committees and Ad Hoc Committees shall have five (5) members, with the exception of the Committee of the Whole, which shall be comprised of all serving Commissioners. The number of members of all Advisory Committees shall be set by the President with the approval of a majority vote of the Commissioners present. Reappointments of members to all Standing Committees shall take place at the beginning of each new term in the same manner as stated above.

2. Appointment of Chairman and Vice-Chairman

The President of the District, with the advice and consent of a majority of Commissioners present, shall appoint a Chair for each Standing and Special Committee. The Chair of each Committee shall appoint a Vice-Chairman from the membership of the Committee with the advice and consent of the Committee members present. In the absence of the Chairman, the Vice-Chairman shall conduct the Committee meeting.

3. Removal of Committee Members

Any Standing or Special Committee Member may make a request to the President in writing at any time to remove himself or herself from one or more assignments to a Standing or Special Committee. The President shall then promptly review the request and make a determination in writing as to whether the request is approved or denied. The President may make changes in appointments to Standing or Special Committees when appropriate.

4. Term of Committee Members

Members of Standing Committees will serve until the end of the current term, unless removed pursuant to III (C) (3) above.

5. Vacancies of Committee Members

- a. A vacancy in a Standing or Special Committee is effective when any one or more of the following occur:
 1. The President approves a Committee member's written request for removal from the Committee.
 2. The death of a Committee member.
 3. The involuntary removal of a Committee member.

- b. When a vacancy occurs in a Standing or Special Committee, the President may fill the vacancy by appointment, with the advice and consent of a majority of the Commission members present.

D. QUORUM

A quorum (as defined in the Illinois Open Meetings Act) shall be necessary for the transaction of business at any Standing or Special Committee meeting.

E. MINUTES

Every Standing and Special Committee shall keep minutes of each of its meetings. All minutes shall be prepared by the Executive Director or designee who shall also serve as the custodian of the minutes. Copies of all minutes shall be forwarded to the Commission for approval by a majority vote of the Commission members present within thirty (30) calendar days after the Committee meeting or at the Commission's second subsequent regular meeting, whichever is later. The approved minutes shall be available for public inspections within ten (10) calendar days after the Commission approves the minutes. All minutes shall be posted on the District's website within ten (10) days after the approval of the minutes by the Commission and such minutes shall remain posted on the District's website for at least sixty (60) calendar days after their initial posting. *(5 ILCS 120/2.06)*

F. PROCEDURES OF STANDING AND SPECIAL COMMITTEES

1. Any individual or any spokesperson for a group shall be permitted to address a Standing or Special Committee. Recognition of such individuals shall be made by the Chair.
2. Agendas for Standing or Special Committee meetings shall be prepared by the Director or designee, and reviewed by the Committee Chair and the President. Agendas shall be posted at least forty-eight (48) hours prior to the Standing or Special Committee meeting, pursuant to the Open Meetings Act.
3. The following shall be the general order of business set forth on the agenda for Standing or Special Committees, subject to such changes thereof as may be directed by the Committee Chairperson or by the President:
 - a. Call to Order
 - b. Roll Call of Committee Members
 - c. Determination of Quorum
 - d. Approval of Agenda
 - e. Approval of Minutes
 - f. Public Comment
 - g. Old Business
 - h. New Business
 - i. Executive Session
 - j. Public Comment

k. Adjournment

4. If a Standing or Special Committee Member arrives late or leaves early, it shall be so noted in the meeting minutes along with the time.
5. Any Standing or Special Committee member wishing to absent himself or herself from any portion of a meeting while the meeting is in session shall so inform the Committee Chair.
6. Direction of work efforts of the District's Director and staff members shall be determined by the President, Vice-President, the Commission, and Standing and Special Committees of the District.

IV. FINANCE

A. FISCAL YEAR

The Fiscal Year for the Kendall County Forest Preserve District shall be December 1 through November 30 of the subsequent year.

B. ANNUAL AUDIT

There shall be an annual independent audit of all funds and accounts of the District by Certified Public Accountants certified to practice public accounting in the State of Illinois. The auditor shall be selected by the Commission by majority vote of those present.

C. REMUNERATION OF COMMISSIONERS

1. Per Diem

- a. The President and Commissioners are authorized to receive a per diem of \$36.00 for attendance at all regular Commission meetings, Special or Emergency meetings, and Standing and Special Committee meetings. In addition, the President and Commissioners are authorized to receive the per diem when serving as an "interim Standing or Special Committee member" to fill a vacancy to form a quorum for the meeting. In order to receive the per diem, the Commissioner must be appointed to serve as an interim Committee member by the Chairperson of the applicable Committee, and said appointment must be identified in the Committee's approved minutes. The Commissioner's interim Committee member appointment shall expire upon the conclusion of the Committee meeting.
- b. The President or his or her designee is also authorized to receive a per diem fee in the amount of \$36.00 per day for attendance at a real estate closing in the

President's official capacity on the District's behalf, for attendance at a Kendall County Forest Preserve District staff meeting called for the purpose of personnel matters, or when acting as a liaison in the President's official capacity on behalf of the District.

- c. No Commissioner shall file for and/or receive a per diem payment for services rendered on the same day for which the Commissioner filed for and/or received a per diem payment as a Kendall County Board Member. Per diems are allowed only on days where a per diem is not otherwise paid to a Commissioner to conduct the business of the County.

2. **Attendance**

Attendance is recorded at each regular Commission meeting and Standing or Special Committee meetings by use of a sign-in sheet, which is attached as "Exhibit 1A," signed by the President (for Commission meetings) or applicable Committee Chair (for Standing and Special Committee meetings) and submitted to the Kendall County Treasurer's Office at the close of the meeting.

3. **Remuneration Vouchers**

The following rules apply regarding voucher submissions:

- a. Attendance is noted on the "Kendall County Board & Forest Preserve District Salary Voucher" form, which is attached as "Exhibit 1B." The Commissioners are required to submit their completed voucher forms monthly to the Kendall County Treasurer's Office at the end of each month for which payment is requested.
- b. Only the Commissioner should prepare and sign the voucher form. No payment shall be distributed until the voucher form is accurately and timely completed and signed by the Commissioner in accordance with these Rules of Order.
- c. There is no prepayment or deferment of payment for meetings attended.

4. **Mileage**

The President and Commissioners are authorized to receive the mileage reimbursement at the IRS rate for out-of-county District related meetings for which they are eligible to receive a per diem. Mileage shall be claimed from the point of departure to the destination, except if the Commission member's home address is closer to the destination.

Mileage reimbursement is reported on the "Mileage Reimbursement Form," which is attached as Exhibit 1C. The Commissioners are required to submit their completed mileage reimbursement forms monthly to the Kendall County Treasurer's Office at the end of each month for which payment is requested.

V. AMENDMENT, CONFLICTS, TRANSITIONS, AND REPEALS

A. AMENDMENTS

1. Any Commissioner may propose an amendment to these Rules in writing to the President of the District or designee. The proposed amendment shall be referred to the Committee of the Whole for its consideration prior to being submitted to the Commission.
2. Amendments of these Rules may be adopted only by an ordinance approved by the concurrence of a two-thirds majority of all of the Commissioners.

B. CONFLICTS

In the event of any conflict of these Rules with the Downstate Forest Preserve District Act, or any other statute, the applicable statutory provision shall prevail. In the event of any conflict or inconsistency between these Rules and any previously adopted rule, regulation, Resolution or Ordinance of the District, these Rules shall govern.

C. SEVERABILITY AND INVALIDITY

These Rules are severable. That is, if any one of these Rules (or any part thereof) is found to be contrary to law, such finding shall not affect any other Rule (or any part thereof).

D. TRANSITION

1. The membership of current Standing Committees of the District shall be maintained, with the membership of the Programing and Events Committee becoming the membership of the Operations Committee.
2. The Chairs of the current Standing Committees shall become of the Chairs of the new Standing Committees.
3. All actions, ordinances, and resolutions of the Commission passed before the adoption of these rules shall be deemed to have been adopted in compliance thereof, and remain in effect.
4. All current Officers of the Commission shall remain in place.

E. REPEAL

All Kendall County Forest Preserve District Rules of Order previously adopted are hereby repealed.

F. EFFECTIVE DATE

Passed and approved by the President and Board of Commissioners of the District and in full force and effect upon date signed below.

Effective Date: June 20, 2017 Resolution #17-06-003
Amended: December 17, 2019 Ordinance #12-19-001
Amended: October 6, 2020 Ordinance #10-20-001
Amended: September 20, 2022 Ordinance #22-09-001

Judy Gilmour, President of the District

Elizabeth Flowers, Secretary of the District

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 June 21, 2022, the District's Board of Commissioners approved Resolution #22-06-001 amending Ordinance #02-01 "General Use Regulation Ordinance"; and

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

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

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

CHAPTER ONE – CONSTRUCTION OF WORDS AND DEFINITIONS

Section I – Construction of Words:

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

Section II – Definitions:

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

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

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

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

CHAPTER TWO – PUBLIC USE

Section I – Public Use and Purpose of the District:

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

Section II – Hours of Use:

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

Section III – Permits:

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

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

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

c. Permits in General:

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

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

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

Section I – Destruction or Misuse of Property and Structures:

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

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

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

Section II – Destruction or Misuse of Natural Resources:

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

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

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

Section III – Contraband:

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

Section IV – Destruction by or Misuse of Fire:

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

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

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

CHAPTER FOUR – REGULATION OF SPORTS AND GAMES

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

Section I – Swimming:

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

Section II – Watercraft:

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

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

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

Section IV - Unmanned Aircraft and Unmanned Aircraft Systems

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

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

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

- 4) All UA and UAS operators must, at all times, operate their UA and UAS in accordance with local, state and federal laws and regulations including, but not limited to all applicable rules, regulations and safety guidelines promulgated by the Federal Aviation Administration and Illinois Department of Transportation.
- 5) All operators shall use their UA and UAS devices in a courteous manner of others who are present in the District for the quiet enjoyment of nature.
- 6) All UA and UAS operators must hold a certificate of liability insurance (e.g., homeowner's insurance) naming the District as an additional insured, and the insurance must have a liability limit of at least \$1 million.
- 7) All UA and UAS operators must, at all times, comply with the District's General Use Ordinance and all other applicable District rules and regulations.

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

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

Section IV – Horseback Riding:

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

Section V – Bicycling:

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

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

Section VI – Skateboarding and Roller-blading:

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

Section VII – Sound or Energy Amplification:

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

Section VIII – Winter Sports:

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

Section IX – Field and Team Sports:

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

Section X – Amusement Contraptions:

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

Section XI – Aviation:

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

Section XII – Gambling:

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

CHAPTER FIVE – REGULATION OF MOTORIZED VEHICLES, TRAFFIC AND PARKING

Section I – State Law Adopted:

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

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

Section II – Vehicle Operation and Equipment:

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

Section III – Vehicle Types and Access Allowed:

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

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

Section IV – Right-of-Way:

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

Section V – Parking:

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

Section VI – Speed Limit:

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

Section VII – Special Speed and Operating Restrictions:

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

CHAPTER SIX – REGULATION OF PERSONAL CONDUCT AND BEHAVIOR

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

Section I – Vending and Advertising:

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

Section II – Unlawful Obstructions:

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

Section III – Unlawful Construction, Maintenance or Encroachment:

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

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

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

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

Section IV – Drug or Alcohol Use:

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

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

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

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

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

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

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

Section V – Weapons and Harmful Substances:

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

Section VI – Disorderly Conduct:

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

Section VII – Disobeying a Lawful Order:

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

Section VIII – Hindering or Bribing Employees:

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

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

Section IX – Control and Treatment of Animals:

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

Section X – Honoring Permits:

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

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

Section XI – Pyrotechnics:

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

Section XII – Illinois Compiled Statutes Violation:

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

CHAPTER SEVEN – ENFORCEMENT

Section I – Police:

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

Section II – Two Penalties – One Judgment:

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

Section III – Fines and Penalties:

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

Section IV – Authority of Other Agencies:

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

Section V – Permits and Designated Areas – Authority:

To carry out the terms of this Ordinance, the Director or 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:

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

Section II – Captions and Headings:

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

Section III – Severability:

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

Section IV – Copies:

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

Section V – Conflict:

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

Section VI– Amendments:

The District may amend this Ordinance from time to time.

Passed and approved by the President and Board of Commissioners of the District this 20TH day of September, 2022.

Approved: _____

Judy Gilmour, President

Attest: _____

Elizabeth Flowers, Secretary

Amended November 7, 2012.

Amended August 15, 2016.

Amended May 6, 2017

Amended September 18, 2018

Amended June 21, 2022
Amended September 20, 2022

**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) License Terms and Conditions forms, 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 License Terms and Conditions forms 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 December 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 duly 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 Rules of Order, General Use Ordinance, 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
FACILITY LICENSE TERMS AND CONDITIONS**

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

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

1. Nature of Agreement:

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

**2. Fee and Security Deposit:
Meadowhawk Lodge:**

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

Payment of one hundred percent (100%) of the event license fee (separate and apart from the security deposit) is due thirty (30) days prior to the Event Date, or at the time of booking if less than thirty (30) days prior to the event date. Requests for a change to the Event date made earlier than six (6) months prior to the original event date may be accommodated based on venue availability without penalty. If the Licensee cancels the event at least sixty (60) days prior to the Event Date, the Forest Preserve will retain 50% of the security deposit paid. In cases where the Licensee's cancellation notice is received less than sixty (60) days prior to the Event Date, the Forest Preserve will retain the entire security deposit paid.

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

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

3. Cancellation:

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

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

4. Evidence of Insurance:

Licensee is responsible for producing a Certificate of Insurance and/or purchasing Special Event Insurance for events that are for an incorporated or unincorporated business entity, not-for-profit organization, or government agency.

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

All coverage shall be placed with insurers authorized to conduct business in Illinois with a current A.M. Best's rating of no less than A:VII. Each insurance policy shall not be cancelled or changed without thirty (30) calendar days prior written notice, given by the insurance carrier to the Forest Preserve at the address set forth herein.

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

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

If the Licensee maintains broader coverage and/or higher limits than the minimums shown above, the Forest Preserve requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Licensee. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Forest Preserve. Umbrella/Excess Liability: Limits of liability equal to or greater than \$1,000,000 per occurrence and \$1,000,000 in aggregate.

The District shall raise the minimum liability requirement based on the nature, scope, and exposure associated with an event, on a case by case basis.

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

Additional Insured Status

The Forest Preserve, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of the use of the facility, work or operations performed by or on behalf of the Licensee including materials, parts, or

equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Licensee's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage

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

Waiver of Subrogation

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

Acceptability of Insurers

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

Verification of Coverage

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

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

5. Limited License:

This License grants only a contractual license to use the Facility for the sole purpose of the event described on Page 1 of the License Contract, under the terms and conditions stated herein, and for no other purpose. Further, the rights granted by the Forest Preserve herein shall vest only in Licensee and no such rights shall vest in any of Licensee's employees, agents, subcontractors or partners, if any. Nothing in this License shall be construed to convey to Licensee any legal or equitable interest in any Forest Preserve property. It is understood that other areas of the premises and adjacent properties may be licensed to other persons or used by the general public during any of the periods covered by this License. However, the Forest Preserve will not authorize or permit any other licensee to engage in activities that would interfere with Licensee's enjoyment of the right granted under this License.

6. Caterers:

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

7. Set-up/Clean-up:

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

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

8. "As is" Property:

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

9. Hazardous Materials:

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

10. Pyrotechnics:

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

11. Horses:

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

12. Alcohol Policy:

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

13. Smoking Policy:

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

14. Food Service:

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

15. Fires:

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

16. Parking:

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

17. Pets:

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

18. Hunting and Fishing:

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

19. Decorations:

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

20. Inflatables and Tents:

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

21. Duty of Care:

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

22. Damages:

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

23. Limitation on Liability:

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

24. Right of Entry:

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

25. Indemnification:

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

26. Anti-Discrimination Compliance:

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

27. Conflict of Interest:

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

28. Assignment:

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

29. No Joint Venture:

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

30. Legal Compliance:

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

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

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

33. Severability:

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

34. Waiver:

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

35. Notice:

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

Forest Preserve, send to:

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

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

36. Entire Agreement:

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

37. Authority:

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

Licensee:

By: _____

Date: _____

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

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

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

1. Nature of Agreement:

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

2. Fee and Security Deposit:

Ellis House:

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

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

3. Cancellation:

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

4. Evidence of Insurance:

Licensee is responsible for producing a Certificate of Insurance and/or purchasing Special Event Insurance for events that are for an incorporated or unincorporated business entity, not-for-profit organization, or government agency.

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

All coverage shall be placed with insurers authorized to conduct business in Illinois with a current A.M. Best's rating of no less than A:VII. Each insurance policy shall not be cancelled or changed without thirty (30) calendar days prior written notice, given by the insurance carrier to the Forest Preserve at the address set forth herein.

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

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

If the Licensee maintains broader coverage and/or higher limits than the minimums shown above, the Forest Preserve requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Licensee. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Forest Preserve. Umbrella/Excess Liability: Limits of liability equal to or greater than \$1,000,000 per occurrence and \$1,000,000 in aggregate.

The Forest Preserve shall raise the minimum liability requirement based on the nature, scope, and exposure associated with an event, on a case by case basis.

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

Additional Insured Status

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

Primary Coverage

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

Waiver of Subrogation

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

Acceptability of Insurers

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

Verification of Coverage

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

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

5. **Limited License:**

This License grants only a contractual license to use the Facility for the sole purpose of the event described on Page 1 of the License Contract, under the terms and conditions stated herein, and for no other purpose. Further, the rights granted by the Forest Preserve herein shall vest only in

Licensee and no such rights shall vest in any of Licensee's employees, agents, subcontractors or partners, if any. Nothing in this License shall be construed to convey to Licensee any legal or equitable interest in any Forest Preserve property. It is understood that other areas of the premises and adjacent properties may be licensed to other persons or used by the general public during any of the periods covered by this License. However, the Forest Preserve will not authorize or permit any other licensee to engage in activities that would interfere with Licensee's enjoyment of the right granted under this License.

6. Caterers:

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

7. Set-up/Clean-up:

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

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

8. "As is" Property:

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

9. Hazardous Materials:

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

10. Pyrotechnics:

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

11. Horses:

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

12. Alcohol Policy:

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

13. Smoking Policy:

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

14. Food Service:

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

15. Fires:

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

16. Parking:

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

17. Pets:

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

18. Hunting and Fishing:

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

19. Decorations:

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

20. Inflatables and Tents:

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

21. Duty of Care:

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

22. Damages:

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

23. Limitation on Liability:

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

24. Right of Entry:

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

25. Indemnification:

Licensee shall indemnify, hold harmless and defend with counsel of Forest Preserve's own choosing, Forest Preserve, its past, present and future elected officials, department heads, employees, insurers, and agents (hereinafter collectively referred to as "Releasees") from and against all liability, claims, suits, causes of action, demands, proceedings, set-offs, liens, attachments, debts, expenses, judgments, or other liabilities including costs, reasonable fees and

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

26. Anti-Discrimination Compliance:

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

27. Conflict of Interest:

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

28. Assignment:

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

29. No Joint Venture:

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

30. Legal Compliance:

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

31. Venue:

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

32. Legal Remedies:

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

33. Severability:

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

34. Waiver:

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

35. Notice:

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

Forest Preserve, send to:

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

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

36. Entire Agreement:

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

37. Authority:

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

Licensee:

By: _____

Date: _____

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

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

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

1. Nature of Agreement:

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

2. Fee:

Shelters:

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

The Forest Preserve allows a one-time rescheduling of any reservation with the paid license fee applied to the rescheduled event. All rescheduled events must occur within one calendar year of the date of the original event.

3. Cancellation:

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

4. Evidence of Insurance:

Licensee is responsible for producing a Certificate of Insurance and/or purchasing Special Event Insurance for events that are for an incorporated or unincorporated business entity, not-for-profit organization, or government agency.

A Certificate of Insurance or Special Event Insurance Certificate listing the Forest Preserve as a Certificate Holder must be submitted to the Forest Preserve no less than ten (10) days prior to

the event. Certificate Holder information will include the following: Kendall County Forest Preserve District 110 W. Madison Street Yorkville, Illinois 60560.

All coverage shall be placed with insurers authorized to conduct business in Illinois with a current A.M. Best's rating of no less than A:VII. Each insurance policy shall not be cancelled or changed without thirty (30) calendar days prior written notice, given by the insurance carrier to the Forest Preserve at the address set forth herein.

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

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

If the Licensee maintains broader coverage and/or higher limits than the minimums shown above, the Forest Preserve requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Licensee. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Forest Preserve. Umbrella/Excess Liability: Limits of liability equal to or greater than \$1,000,000 per occurrence and \$1,000,000 in aggregate.

The Forest Preserve shall raise the minimum liability requirement based on the nature, scope, and exposure associated with an event, on a case by case basis.

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

Additional Insured Status

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

Primary Coverage

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

Waiver of Subrogation

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

Acceptability of Insurers

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

Verification of Coverage

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

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

5. **Limited License:**

This License grants only a contractual license to use the Facility for the sole purpose of the event described on Page 1 of the License Contract, under the terms and conditions stated herein, and for no other purpose. Further, the rights granted by the Forest Preserve herein shall vest only in Licensee and no such rights shall vest in any of Licensee's employees, agents, subcontractors or partners, if any. Nothing in this License shall be construed to convey to Licensee any legal or equitable interest in any Forest Preserve property. It is understood that other areas of the premises and adjacent properties may be licensed to other persons or used by the general public during any of the periods covered by this License. However, the Forest Preserve will not authorize or permit any other licensee to engage in activities that would interfere with Licensee's enjoyment of the right granted under this License.

6. Caterers:

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

7. Set-up/Clean-up:

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

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

8. "As is" Property:

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

9. Hazardous Materials:

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

10. Pyrotechnics:

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

11. Horses:

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

12. Alcohol Policy:

Alcoholic beverages are prohibited on Forest Preserve property with the exception of Ellis House and Meadowhawk Lodge and only in accordance with the Forest Preserve's General Use Regulation Ordinance. Alcoholic beverages may be served at Ellis House and Meadowhawk Lodge only by (a) a caterer enrolled in the Forest Preserve's Preferred Caterer's Program and which possesses a current Class I license in accordance with the Kendall County Liquor Control

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

13. Smoking Policy:

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

14. Food Service:

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

15. Fires:

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

16. Parking:

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

17. Pets:

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

18. Hunting and Fishing:

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

19. Decorations:

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

20. Inflatables and Tents:

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

21. Duty of Care:

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

22. Damages:

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

23. Limitation on Liability:

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

24. Right of Entry:

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

25. Indemnification:

Licensee shall indemnify, hold harmless and defend with counsel of Forest Preserve's own choosing, Forest Preserve, its past, present and future elected officials, department heads, employees, insurers, and agents (hereinafter collectively referred to as "Releasees") from and against all liability, claims, suits, causes of action, demands, proceedings, set-offs, liens, attachments, debts, expenses, judgments, or other liabilities including costs, reasonable fees and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property, of whatsoever kind or nature as well as for any breach of any covenant in this License and any breach by Licensee of any representations or warranties made within the contract documents (collectively, the "Claims"), to the extent such Claims result from the performance of this contract by Licensee or those Claims are due to any act or omission, neglect, willful acts, errors, omissions or misconduct of Licensee or their guests in their performance under this License or while on Forest Preserve property. Nothing contained herein shall be construed as prohibiting Releasees

from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. No attorney may be assigned to represent the Releasees pursuant to this Section of the License unless the attorney has been approved in writing by the Kendall County State's Attorney. Releasees' participation in its defense shall not remove Licensee's duty to indemnify, defend, and hold Releasees harmless, as set forth above. Releasees do not waive their defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) by reason of this indemnification provision. Indemnification shall survive the termination of this License.

26. Anti-Discrimination Compliance:

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

27. Conflict of Interest:

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

28. Assignment:

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

29. No Joint Venture:

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

30. Legal Compliance:

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

31. Venue:

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

32. Legal Remedies:

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

33. Severability:

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

34. Waiver:

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

35. Notice:

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

Forest Preserve, send to:

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

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

36. Entire Agreement:

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

37. Authority:

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

Licensee:

By: _____

Date: _____

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

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

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

1. Nature of Agreement:

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

**2. Fee and Security Deposit:
Bunkhouses:**

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

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

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

3. Cancellation:

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

cancelled by the Licensee, no refund shall be issued unless the cancellation is made in accordance with the timeline set forth in Paragraph 2 above.

4. Evidence of Insurance:

Licensee is responsible for producing a Certificate of Insurance and/or purchasing Special Event Insurance for events that are for an incorporated or unincorporated business entity, not-for-profit organization, or government agency.

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

All coverage shall be placed with insurers authorized to conduct business in Illinois with a current A.M. Best's rating of no less than A:VII. Each insurance policy shall not be cancelled or changed without thirty (30) calendar days prior written notice, given by the insurance carrier to the Forest Preserve at the address set forth herein.

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

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

If the Licensee maintains broader coverage and/or higher limits than the minimums shown above, the Forest Preserve requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Licensee. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Forest Preserve. Umbrella/Excess Liability: Limits of liability equal to or greater than \$1,000,000 per occurrence and \$1,000,000 in aggregate.

The Forest Preserve shall raise the minimum liability requirement based on the nature, scope, and exposure associated with an event, on a case by case basis.

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

Additional Insured Status

The Forest Preserve, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of the use of the facility, work or operations performed by or on behalf of the Licensee including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Licensee's insurance (at least as broad as ISO

Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage

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

Waiver of Subrogation

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

Acceptability of Insurers

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

Verification of Coverage

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

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

5. Limited License:

This License grants only a contractual license to use the Facility for the sole purpose of the event described on Page 1 of the License Contract, under the terms and conditions stated herein, and for no other purpose. Further, the rights granted by the Forest Preserve herein shall vest only in Licensee and no such rights shall vest in any of Licensee's employees, agents, subcontractors or partners, if any. Nothing in this License shall be construed to convey to Licensee any legal or equitable interest in any Forest Preserve property. It is understood that other areas of the premises and adjacent properties may be licensed to other persons or used by the general public during any of the periods covered by this License. However, the Forest Preserve will not authorize or permit any other licensee to engage in activities that would interfere with Licensee's enjoyment of the right granted under this License.

6. Caterers:

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

7. Set-up/Clean-up:

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

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

8. "As is" Property:

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

9. Hazardous Materials:

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

10. Pyrotechnics:

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

11. Horses:

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

12. Alcohol Policy:

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

13. Smoking Policy:

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

14. Food Service:

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

15. Fires:

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

16. Parking:

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

17. Pets:

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

18. Hunting and Fishing:

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

19. Decorations:

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

20. Inflatables and Tents:

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

21. Duty of Care:

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

22. Damages:

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

23. Limitation on Liability:

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

24. Right of Entry:

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

25. Indemnification:

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

26. Anti-Discrimination Compliance:

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

27. Conflict of Interest:

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

28. Assignment:

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

29. No Joint Venture:

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

30. Legal Compliance:

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

31. Venue:

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

32. Legal Remedies:

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

33. Severability:

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

34. Waiver:

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

35. Notice:

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

Forest Preserve, send to:

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

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

36. Entire Agreement:

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

37. Authority:

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

Licensee:

By: _____

Date: _____

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

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

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

1. Nature of Agreement:

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

2. Fee:

Campsites:

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

The Forest Preserve allows a one-time rescheduling of any reservation with the paid license fee applied to the rescheduled event. All rescheduled events must occur within one calendar year of the date of the original event.

3. Cancellation:

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

4. Evidence of Insurance:

Licensee is responsible for producing a Certificate of Insurance and/or purchasing Special Event Insurance for events that are for an incorporated or unincorporated business entity, not-for-profit organization, or government agency.

A Certificate of Insurance or Special Event Insurance Certificate listing the Forest Preserve as a Certificate Holder must be submitted to the Forest Preserve no less than ten (10) days prior to

the event. Certificate Holder information will include the following: Kendall County Forest Preserve District 110 W. Madison Street Yorkville, Illinois 60560.

All coverage shall be placed with insurers authorized to conduct business in Illinois with a current A.M. Best's rating of no less than A:VII. Each insurance policy shall not be cancelled or changed without thirty (30) calendar days prior written notice, given by the insurance carrier to the Forest Preserve at the address set forth herein.

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

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

If the Licensee maintains broader coverage and/or higher limits than the minimums shown above, the Forest Preserve requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Licensee. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Forest Preserve. Umbrella/Excess Liability: Limits of liability equal to or greater than \$1,000,000 per occurrence and \$1,000,000 in aggregate.

The Forest Preserve shall raise the minimum liability requirement based on the nature, scope, and exposure associated with an event, on a case by case basis.

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

Additional Insured Status

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

Primary Coverage

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

Waiver of Subrogation

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

Acceptability of Insurers

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

Verification of Coverage

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

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

5. **Limited License:**

This License grants only a contractual license to use the Facility for the sole purpose of the event described on Page 1 of the License Contract, under the terms and conditions stated herein, and for no other purpose. Further, the rights granted by the Forest Preserve herein shall vest only in Licensee and no such rights shall vest in any of Licensee's employees, agents, subcontractors or partners, if any. Nothing in this License shall be construed to convey to Licensee any legal or equitable interest in any Forest Preserve property. It is understood that other areas of the premises and adjacent properties may be licensed to other persons or used by the general public during any of the periods covered by this License. However, the Forest Preserve will not authorize or permit any other licensee to engage in activities that would interfere with Licensee's enjoyment of the right granted under this License.

6. Caterers:

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

7. Set-up/Clean-up:

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

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

8. "As is" Property:

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

9. Hazardous Materials:

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

10. Pyrotechnics:

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

11. Horses:

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

12. Alcohol Policy:

Alcoholic beverages are prohibited on Forest Preserve property with the exception of Ellis House and Meadowhawk Lodge and only in accordance with the Forest Preserve's General Use Regulation Ordinance. Alcoholic beverages may be served at Ellis House and Meadowhawk Lodge only by (a) a caterer enrolled in the Forest Preserve's Preferred Caterer's Program and which possesses a current Class I license in accordance with the Kendall County Liquor Control

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

13. Smoking Policy:

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

14. Food Service:

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

15. Fires:

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

16. Parking:

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

17. Pets:

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

18. Hunting and Fishing:

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

19. Decorations:

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

20. Inflatables and Tents:

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

21. Duty of Care:

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

22. Damages:

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

23. Limitation on Liability:

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

24. Right of Entry:

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

25. Indemnification:

Licensee shall indemnify, hold harmless and defend with counsel of Forest Preserve's own choosing, Forest Preserve, its past, present and future elected officials, department heads, employees, insurers, and agents (hereinafter collectively referred to as "Releasees") from and against all liability, claims, suits, causes of action, demands, proceedings, set-offs, liens, attachments, debts, expenses, judgments, or other liabilities including costs, reasonable fees and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property, of whatsoever kind or nature as well as for any breach of any covenant in this License and any breach by Licensee of any representations or warranties made within the contract documents (collectively, the "Claims"), to the extent such Claims result from the performance of this contract by Licensee or those Claims are due to any act or omission, neglect, willful acts, errors, omissions or misconduct of Licensee or their guests in their performance under this License or while on Forest Preserve property. Nothing contained herein shall be construed as prohibiting Releasees

from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. No attorney may be assigned to represent the Releasees pursuant to this Section of the License unless the attorney has been approved in writing by the Kendall County State's Attorney. Releasees' participation in its defense shall not remove Licensee's duty to indemnify, defend, and hold Releasees harmless, as set forth above. Releasees do not waive their defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) by reason of this indemnification provision. Indemnification shall survive the termination of this License.

26. Anti-Discrimination Compliance:

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

27. Conflict of Interest:

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

28. Assignment:

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

29. No Joint Venture:

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

30. Legal Compliance:

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

31. Venue:

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

32. Legal Remedies:

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

33. Severability:

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

34. Waiver:

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

35. Notice:

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

Forest Preserve, send to:

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

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

36. Entire Agreement:

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

37. Authority:

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

Licensee:

By: _____

Date: _____

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

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

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

1. Nature of Agreement:

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

2. Fee:

Horse Arena and Shelters:

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

The Forest Preserve allows a one-time rescheduling of any reservation with the paid license fee applied to the rescheduled event. All rescheduled events must occur within one calendar year of the date of the original event.

3. Cancellation:

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

4. Evidence of Insurance:

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

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

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

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

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

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

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

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

Additional Insured Status

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

Primary Coverage

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

Waiver of Subrogation

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

Acceptability of Insurers

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

Verification of Coverage

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

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

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

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

5. Limited License:

This License grants only a contractual license to use the Facility for the sole purpose of the event described on Page 1 of the License Contract, under the terms and conditions stated herein, and for no other purpose. Further, the rights granted by the Forest Preserve herein shall vest only in Licensee and no such rights shall vest in any of Licensee's employees, agents, subcontractors or partners, if any. Nothing in this License shall be construed to convey to Licensee any legal or

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

6. Caterers:

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

7. Set-up/Clean-up:

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

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

8. "As is" Property:

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

9. Warning Signs:

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

Facility or any equipment or tack included therein or otherwise contemplated by the License, or any other agreement between the Parties, shall contain in clearly readable print the warning notice provided herein this Paragraph 9. The signs and contracts described in this paragraph 9 shall contain the following warning notice:

“WARNING

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

10. Licensee Efforts to Determine Participant Abilities:

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

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

11. Hazardous Materials:

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

12. Pyrotechnics:

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

13. Horses:

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

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

14. Alcohol Policy:

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

15. Smoking Policy:

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

16. Food Service:

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

17. Additional Storage:

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

18. Fires:

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

19. Parking:

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

20. Pets:

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

21. Hunting and Fishing:

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

22. Decorations:

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

23. Inflatables and Tents:

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

24. Duty of Care:

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

25. Damages:

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

26. Limitation on Liability:

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

27. Right of Entry:

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

28. Indemnification:

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

29. Anti-Discrimination Compliance:

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

30. Conflict of Interest:

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

31. Assignment:

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

32. No Joint Venture:

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

33. Legal Compliance:

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

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

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

36. Severability:

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

37. Waiver:

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

38. Notice:

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

Forest Preserve, send to:

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

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

39. Entire Agreement:

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

40. Authority:

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

Licensee:

By: _____

Date: _____

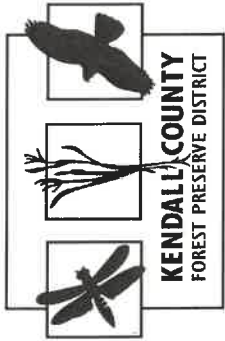
ORDINANCE #22-09-003

EXHIBIT B

License Fee Schedule

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

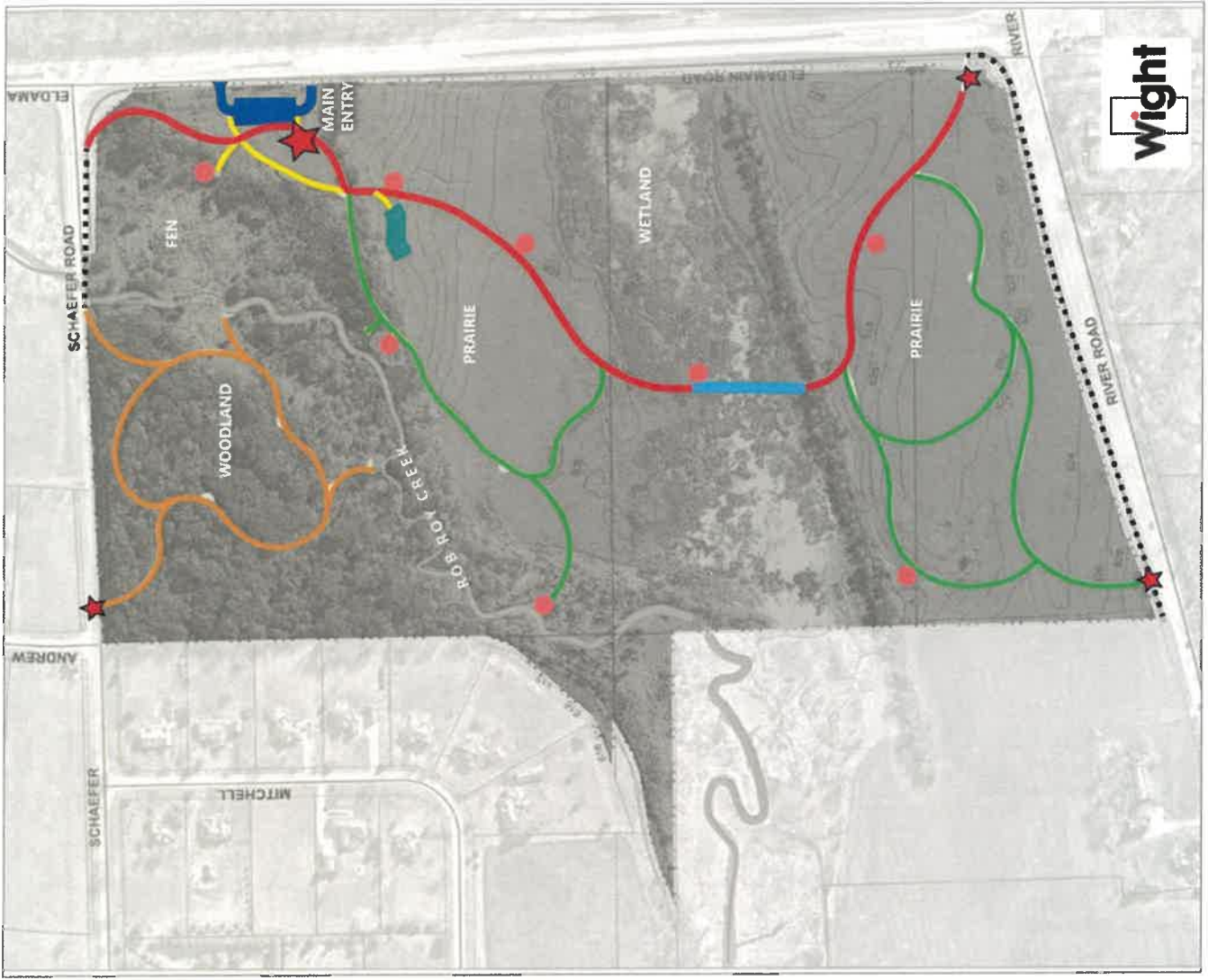
Description	Type	Security Deposit	Current Rates Schedule	Additional Information
Forest Preserve Shelter, Bunkhouse, and Campsite License				
Richard Young FP	Shelter	\$0	\$60/resident; \$85/non-resident	9 am to sunset
Jay Woods FP	Shelter	\$0	\$60/resident; \$85/non-resident	9 am to sunset
Subat FP	Shelter	\$0	\$60/resident; \$85/non-resident	9 am to sunset
Harris FP	Shelter	\$0	\$60/resident; \$85/non-resident	9 am to sunset
Picknell-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



Subat Forest Preserve Master Plan

GRAPHIC LEGEND

- ★ Entry
- Parking Lot (29 spaces total)
- Nature Center
- Interpretive Areas (Interpretive Signage)
- Nature Center Entryway (8' wide, Limestone Screening)
- Multi-Use Trail (8' wide, Limestone Screening)
- Boardwalk (8' wide, Wood)
- Woodland Trail (8' wide, Mulch, Future)
- Prairie Trail (8' wide, Mowed)
- Future Bike Trail (by others)



SITE OVERALL CONCEPT



LEGEND

- 1 Main Entry (Refer to "Entry Layout Plan"): Parking Lot, Nature Center, Information Sign, Compost Toilet, Existing Overlook Deck
- 2 Trail (Refer to "Trail Route Plan")
- 3 Boardwalk
- 4 Overlook Deck
- 5 Educational Stop with Simple Sign
- 6 Maintenance Access
- 7 Monument Sign
- 8 South Pedestrian Access with Bike Racks
- 9 North Pedestrian Access
- 10 Creek Access
- 11 Future Bike Trail (by others)



WETLAND BOARDWALK



CREEK-FRONT



MONUMENT SIGN



SMALL SIGNS FOR EDUCATIONAL STOP

SUBAT NATURE PRESERVE | CONCEPT PLAN

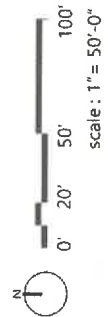


CONCEPT PLAN
ENTRY LAYOUT PLAN



LEGEND

- 1 SITE ENTRY WITH VEHICULAR GATE
- 2 SECONDARY ENTRY WITH VEHICULAR GATE FOR OCCASIONAL USE
- 3 IDENTITY SIGN
- 4 REGULAR PARKING - (29) SPACES TOTAL
- 5 BARRIER FREE PARKING - (2) SPACES
- 6 SECURITY BOLLARDS
- 7 EXISTING SHELTER
- 8 NATURE CENTER
- 9 INFORMATION SIGN
- 10 EXPANDED EXISTING TOILET
- 11 EXISTING OVERLOOK DECK
- 12 OPEN LAWN
- 13 MULTI-USE TRAIL
- 14 OUTDOOR CLASS ROOM
- 15 FUTURE BIKE TRAIL (BY OTHERS)



wight

SUBBAT NATURE PRESERVE | CONCEPT PLAN

Form OS/DOC-3 Resolution of Authorization #22-09-005

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 _____