

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

**WEDNESDAY, JANUARY 4, 2023
6:00 P.M.**

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

- I. Call to Order
- II. Roll Call
- III. Approval of Agenda
- IV. Public Comments
- V. Review of Financial Statements and Cost Center Reports through December 31, 2022
- VI. *MOTION: Approval of the Operations Committee Chair's Appointment of Ruben Rodriguez as Vice-Chair of the Operations Committee
- VII. APPROVAL OF SPECIAL USE PERMITS
 - 1) Kendall County Emergency Management Agency – Cold Water Search and Rescue Training at Harris Forest Preserve – January 3, 2023 through January 5, 2023
 - 2) University of Illinois Cooperative Extension Service
 - a) 4H – Horse Show on July 15, 2023 (Harris F.P. Horse Arena and Shelter 7)
 - b) 4H – Outdoor Adventure Cooking Workshop on April 26, 2023 (Hoover F.P. Moonseed Bunk House Shelter + 2-bundles of firewood)
 - c) 4H – Outdoor Adventures Overnight on May 19 to May 20, 2023 (Hoover F.P. Moonseed Bunk House + 2-bundles of firewood)
- VIII. MOTION: Approval to Forward Ordinance #23-01-001 for Renewal of the Yorkville Athletic Association – Yorkville Fury 2023 License Agreement to Commission for Approval
- IX. Grounds and Natural Resources Reports
- X. Other Items of Business
 - 1) Illinois OSHA Complaint 1979559 Complaint and District Response
 - 2) Ken Pickerill Estate House Renovation Project Updates
 - a) 12/22 Field Report
 - b) Change Order #4 (Pending – New Electric Line to HVAC-Roof Top Unit)
 - c) Request Letter to Kendall County – Liquor Control Ordinance Amendment
 - d) Facility License Agreement – DRAFT Pending Kendall County Ordinance Amendment
 - 3) Hoover Forest Preserve – Eldamain Road Bridge Crossing and Trail Connection Configuration
- XI. Public Comments
- XII. Executive Session
- XIII. Adjournment

(Requires advice and consent of a majority of those present for passage (KCFPD Rules of Order Section III.C.2)*

Kendall County Office Building - Rooms 209 and 210 - 111 W. Fox Street - Yorkville, Illinois 60560
If special accommodations or arrangements are needed to attend this District meeting, please contact the Administration Office at 630-553-4025 a minimum of 24-hours prior to the meeting time.



Kendall County

YEAR-TO-DATE BUDGET REPORT

FOR 2022 13

ACCOUNTS FOR:	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
1900 Forest Preserve							
190011 Forest Preserve							
190011 41010	-660,740	-657,738	-662,230.18	.00	.00	4,492.18	100.7%
190011 41350	-200	-467	-1,082.91	-342.91	.00	615.91	231.9%
190011 42250	-17,261	-18,357	-18,358.00	.00	.00	1.00	100.0%
190011 42860	-5,000	-5,000	-5,475.84	.00	.00	475.84	109.5%
190011 42930	-95,379	-110,000	-96,681.50	.00	.00	318.50	87.9%*
190011 42940	-2,960	-3,287	-3,417.92	.00	.00	130.92	104.0%
190011 51090	5,500	0	.00	.00	.00	.00	.0%
190011 51160	31,425	31,425	29,674.21	.00	.00	1,750.79	94.4%
190011 51390	124,773	124,773	121,403.07	.00	.00	3,369.93	97.3%
190011 51470	16,754	16,754	16,460.00	.00	.00	294.00	98.2%
190011 61160	12,055	12,055	12,118.45	.00	.00	-63.45	100.5%*
190011 61170	13,231	13,231	13,043.45	.00	.00	187.55	98.6%
190011 61230	53,383	53,383	21,692.97	.00	.00	31,690.03	40.6%
190011 62000	7,000	6,000	11,205.45	199.45	.00	-5,205.45	186.8%*
190011 62030	0	1,000	200.00	.00	.00	800.00	20.0%
190011 62040	1,300	2,000	1,156.00	.00	.00	844.00	57.8%
190011 62090	1,200	2,000	2,023.64	469.94	.00	-23.64	101.2%*
190011 62150	6,558	10,815	9,454.61	397.28	.00	1,360.39	87.4%
190011 63510	2,750	2,293	2,432.38	176.99	.00	-139.38	106.1%*
190011 65490	8,250	8,250	8,240.00	.00	.00	10.00	99.9%
190011 68000	61,840	63,764	88,744.00	.00	.00	-24,980.00	139.2%*
190011 68340	500	1,750	1,726.56	.00	.00	23.44	98.7%
190011 68430	1,000	1,710	1,769.88	.00	.00	-59.88	108.4%*
190011 68440	5,450	450	342.00	.00	.00	108.00	76.0%
190011 68500	9,900	9,505	6,704.77	1,200.00	.00	2,800.23	70.5%
190011 68540	900	2,697	2,696.62	.00	.00	.38	100.0%
190011 68560	10,500	12,500	13,338.18	1,244.18	.00	-838.18	106.7%*
190011 69790	21,146	11,506	.00	.00	.00	11,506.00	.0%
TOTAL Forest Preserve	-396,025	-407,988	-423,820.11	3,344.93	.00	15,832.11	103.9%
19001160 Ellis House							
19001160 51160	0	150	60.00	.00	.00	90.00	40.0%
19001160 51390	10,344	10,344	10,064.84	.00	.00	279.16	97.3%
19001160 62000	7,500	3,300	897.20	.00	.00	-597.20	299.1%*
19001160 62270	7,400	5,569	5,433.82	.00	.00	135.18	97.6%
19001160 63050	1,604	1,604	1,534.83	.00	.00	69.17	95.7%

YEAR-TO-DATE BUDGET REPORT

FOR 2022 13

ACCOUNTS FOR:	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
1900 Forest Preserve							
19001160 68580 Grounds and Mainten	3,800	3,964	4,844.22	48.25	.00	-880.22	122.2%*
TOTAL Ellis House	23,898	21,931	22,834.91	48.25	.00	-903.91	104.1%
19001161 Ellis Barn							
19001161 51160 Salaries - Part Tim	0	1,500	1,023.00	.00	.00	477.00	68.2%
19001161 51390 Salaries - Full Tim	10,344	10,344	10,065.10	.00	.00	278.90	97.3%
19001161 62270 Utilities	7,400	4,232	3,879.00	.00	.00	353.00	91.7%
19001161 63050 Employer Contr. SSI	1,604	1,604	1,608.50	.00	.00	-4.50	100.3%*
19001161 68580 Grounds and Mainten	2,700	2,700	3,001.25	51.79	.00	-301.25	111.2%*
TOTAL Ellis Barn	22,048	20,380	19,576.85	51.79	.00	803.15	96.1%
19001162 Ellis Grounds							
19001162 42250 Revenue	-24,614	-24,998	-25,181.06	.00	.00	183.06	100.7%
19001162 51160 Salaries - Part Tim	0	250	36.00	.00	.00	214.00	14.4%
19001162 51390 Salaries - Full Tim	20,688	20,688	20,130.20	.00	.00	557.80	97.3%
19001162 63050 Employer Contr. SSI	3,208	3,208	2,935.85	.00	.00	272.15	91.5%
19001162 68580 Grounds and Mainten	4,700	6,277	6,426.74	549.52	.00	-149.74	102.4%*
TOTAL Ellis Grounds	3,982	5,425	4,347.73	549.52	.00	1,077.27	80.1%
19001163 Ellis Camps							
19001163 42250 Revenue	-8,000	-11,760	-11,760.00	.00	.00	.00	100.0%
19001163 51160 Salaries - Part Tim	3,200	5,750	5,416.35	.00	.00	333.65	94.2%
19001163 63030 Program Supplies	450	249	248.84	.00	.00	.16	99.9%
19001163 63040 Security Deposit Re	500	435	435.00	.00	.00	.00	100.0%
19001163 63050 Employer Contr. SSI	316	850	601.41	.00	.00	248.59	70.8%
TOTAL Ellis Camps	-3,534	-4,476	-5,058.40	.00	.00	582.40	113.0%
19001164 Ellis Riding Lessons							
19001164 42250 Revenue	-70,000	-58,772	-63,802.90	.00	.00	5,030.90	108.6%

YEAR-TO-DATE BUDGET REPORT

FOR 2022 13

ACCOUNTS FOR:	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
1900 Forest Preserve							
19001164 51160 Salaries - Part Tim	39,325	39,325	40,775.81	.00	.00	-1,450.81	103.7%*
19001164 63000 Animal Care & Suppl	9,200	14,350	14,476.37	902.07	.00	-126.37	100.9%*
19001164 63010 Horse Acquisition &	2,500	0	.00	.00	.00	.00	0%
19001164 63020 Vet & Farrier	9,000	9,000	8,115.00	.00	.00	885.00	90.2%
19001164 63040 Security Deposit Re	1,000	0	.00	.00	.00	.00	0%
19001164 63050 Employer Contr. SSI	3,878	3,878	3,911.29	.00	.00	-33.29	100.9%*
TOTAL Ellis Riding Lessons	-5,097	7,781	3,475.57	902.07	.00	4,305.43	44.7%
19001165 Ellis Birthday Parties							
19001165 42250 Revenue	-5,500	-6,533	-6,757.92	.00	.00	224.92	103.4%
19001165 51160 Salaries - Part Tim	6,500	6,500	5,301.50	.00	.00	1,198.50	81.6%
19001165 63030 Program Supplies	300	441	293.68	.00	.00	147.32	66.6%
19001165 63050 Employer Contr. SSI	641	641	627.91	.00	.00	13.09	98.0%
TOTAL Ellis Birthday Parties	1,941	1,049	-534.83	.00	.00	1,583.83	-51.0%
19001166 Ellis Public Programs							
19001166 42250 Revenue	-3,000	-2,403	-2,403.50	.00	.00	.50	100.0%
19001166 51160 Salaries - Part Tim	2,015	3,750	3,462.45	.00	.00	287.55	92.3%
19001166 63020 Vet & Farrier	500	500	.00	.00	.00	500.00	0%
19001166 63050 Employer Contr. SSI	199	500	405.06	.00	.00	94.94	81.0%
19001166 68570 Volunteer Expense	150	0	.00	.00	.00	.00	0%
TOTAL Ellis Public Programs	-136	2,347	1,464.01	.00	.00	882.99	62.4%
19001167 Ellis Sunrise Center							
19001167 42250 Revenue	-13,760	-13,449	-13,799.00	.00	.00	350.00	102.6%
19001167 51160 Salaries - Part Tim	17,500	21,000	19,931.25	.00	.00	1,068.75	94.9%
19001167 63000 Animal Care & Suppl	1,200	3,804	3,338.38	.00	.00	465.62	87.8%
19001167 63050 Employer Contr. SSI	1,726	1,900	1,975.15	.00	.00	-75.15	104.0%*
TOTAL Ellis Sunrise Center	6,666	13,255	11,445.78	.00	.00	1,809.22	86.4%
19001168 Ellis weddings							
19001168 42250 Revenue	-14,000	-8,075	-8,075.00	.00	.00	.00	100.0%

YEAR-TO-DATE BUDGET REPORT

FOR 2022 13

ACCOUNTS FOR:	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
1900 Forest Preserve							
19001168 43450 Security Deposit Re	-10,000	-3,500	-4,600.00	.00	.00	1,100.00	131.4%
19001168 51160 Salaries - Part Tim	1,538	2,000	1,871.13	.00	.00	128.87	93.6%
19001168 63040 Security Deposit Re	9,000	3,500	3,500.00	.00	.00	.00	100.0%
19001168 63050 Employer Contr. SSI	157	157	143.14	.00	.00	13.86	91.2%
19001168 63070 Refuse Pickup	1,700	1,700	1,357.83	.00	.00	342.17	79.9%
TOTAL Ellis Weddings	-11,605	-4,218	-5,802.90	.00	.00	1,584.90	137.6%
19001169 Ellis Other Rentals							
19001169 42250 Revenue	-3,400	-3,050	-3,350.00	.00	.00	300.00	109.8%
19001169 43450 Security Deposit Re	-2,500	-700	-700.00	.00	.00	.00	100.0%
19001169 51160 Salaries - Part Tim	1,538	500	291.25	.00	.00	208.75	58.3%
19001169 63040 Security Deposit Re	1,300	1,700	400.00	.00	.00	1,300.00	23.5%
19001169 63050 Employer Contr. SSI	157	157	22.28	.00	.00	134.72	14.2%
TOTAL Ellis Other Rentals	-3,905	-1,393	-3,336.47	.00	.00	1,943.47	239.5%
19001170 Ellis 5K							
19001170 42250 Revenue	-250	-300	-300.00	.00	.00	.00	100.0%
TOTAL Ellis 5K	-250	-300	-300.00	.00	.00	.00	100.0%
19001171 Hoover							
19001171 42250 Revenue	-5,500	-6,877	-7,126.81	.00	.00	249.81	103.6%
19001171 51160 Salaries - Part Tim	18,376	14,501	12,962.56	.00	.00	1,538.44	89.4%
19001171 51390 Salaries - Full Tim	45,289	45,289	44,636.87	.00	.00	652.13	98.6%
19001171 62270 Utilities	4,600	4,000	2,735.00	.00	.00	1,265.00	68.4%
19001171 63040 Security Deposit Re	11,082	9,000	9,126.50	.00	.00	-126.50	101.4%*
19001171 63050 Employer Contr. SSI	9,139	9,139	7,949.83	.00	.00	1,189.17	87.0%
19001171 63060 ER Contr Health/ben	12,525	12,525	11,610.88	.00	.00	914.12	92.7%
19001171 63090 Natural Gas	6,200	8,599	9,060.26	.00	.00	-461.26	105.4%*
19001171 63100 Electric	14,300	13,886	15,275.01	1,181.25	.00	-1,389.01	110.0%*
19001171 63110 Shop Supplies	3,000	3,896	3,286.77	.00	.00	609.23	84.4%
19001171 63120 Building Maintenance	6,000	10,336	8,746.32	.00	.00	1,589.68	84.6%
19001171 66500 Miscellaneous Expen	1,000	1,300	891.98	.00	.00	408.02	68.6%

YEAR-TO-DATE BUDGET REPORT

FOR 2022 13

ACCOUNTS FOR:	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
1900 Forest Preserve							
19001171 68580 Grounds and Mainten	4,000	4,727	4,663.14	.00	.00	63.86	98.6%
TOTAL Hoover	130,011	130,321	123,818.31	1,181.25	.00	6,502.69	95.0%
19001172 Hoover Bunkhouse							
19001172 42250 Revenue	-8,500	-28,367	-30,547.00	.00	.00	2,180.00	107.7%
19001172 43450 Security Deposit Re	-1,300	-3,500	-3,700.00	.00	.00	200.00	105.7%
19001172 51160 Salaries - Part Tim	9,188	7,278	6,503.85	.00	.00	774.15	89.4%
19001172 51390 Salaries - Full Tim	22,645	22,645	22,318.62	.00	.00	326.38	98.6%
19001172 63050 Employer Contr. SSI	4,570	4,570	3,985.11	.00	.00	584.89	87.2%
19001172 63060 ER Contr Health/Den	6,263	6,263	5,805.49	.00	.00	457.51	92.7%
TOTAL Hoover Bunkhouse	32,866	8,889	4,366.07	.00	.00	4,522.93	49.1%
19001173 Hoover Campsite							
19001173 42250 Revenue	-4,000	-5,410	-5,590.00	.00	.00	180.00	103.3%
19001173 51160 Salaries - Part Tim	4,594	3,636	3,250.37	.00	.00	385.63	89.4%
19001173 51390 Salaries - Full Tim	11,322	11,322	11,159.43	.00	.00	162.57	98.6%
19001173 63050 Employer Contr. SSI	2,285	2,285	1,992.43	.00	.00	292.57	87.2%
19001173 63060 ER Contr Health/Den	3,132	3,132	2,902.75	.00	.00	229.25	92.7%
TOTAL Hoover Campsite	17,333	14,965	13,714.98	.00	.00	1,250.02	91.6%
19001174 Hoover Meadowhawk Lodge							
19001174 42250 Revenue	-15,000	-24,225	-25,770.50	.00	.00	1,545.50	106.4%
19001174 43450 Security Deposit Re	-5,000	-4,852	-6,151.50	.00	.00	1,299.50	126.8%
19001174 51160 Salaries - Part Tim	4,594	3,638	3,251.38	.00	.00	386.62	89.4%
19001174 51390 Salaries - Full Tim	11,322	11,322	11,159.43	.00	.00	162.57	98.6%
19001174 63050 Employer Contr. SSI	2,285	2,285	1,992.51	.00	.00	292.49	87.2%
19001174 63060 ER Contr Health/Den	3,132	3,132	2,902.75	.00	.00	229.25	92.7%
TOTAL Hoover Meadowhawk Lodge	1,333	-8,700	-12,615.93	.00	.00	3,915.93	145.0%
19001175 Environmental Education							
19001175 42860 Donations	-500	0	.00	.00	.00	.00	.0%

Kendall County



YEAR-TO-DATE BUDGET REPORT

FOR 2022 13

ACCOUNTS FOR:	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
1900 Forest Preserve							
TOTAL Environmental Education	-500	0	.00	.00	.00	.00	.0%
19001176 Environmental Education School							
19001176 42250 Revenue	-20,000	-6,775	-7,160.00	.00	.00	385.00	105.7%
19001176 51160 Salaries - Part Tim	11,213	7,500	6,000.23	.00	.00	1,499.77	80.0%
19001176 63030 Program Supplies	11,700	3,987	539.03	.00	.00	160.97	77.0%
19001176 63050 Employer Contr. SSI	3,987	3,987	587.21	.00	.00	3,399.79	14.7%
TOTAL Environmental Education Sch	-4,100	5,412	-33.53	.00	.00	5,445.53	-1.6%
19001177 Environmental Education Camps							
19001177 42250 Revenue	-32,000	-36,665	-37,565.00	.00	.00	900.00	102.5%
19001177 51160 Salaries - Part Tim	20,175	22,500	22,616.43	.00	.00	-116.43	100.5%*
19001177 51390 Salaries - Full Tim	6,000	6,000	5,858.21	.00	.00	141.79	97.6%
19001177 63030 Program Supplies	1,500	1,500	1,431.02	.00	.00	68.98	95.4%
19001177 63040 Security Deposit Re	2,200	555	555.00	.00	.00	.00	100.0%
19001177 63050 Employer Contr. SSI	1,615	3,000	2,863.27	.00	.00	136.73	95.4%
TOTAL Environmental Education Cam	-510	-3,110	-4,241.07	.00	.00	1,131.07	136.4%
19001178 Environmental Educ. Natrl Beg.							
19001178 42250 Revenue	-122,880	-156,704	-157,684.00	.00	.00	980.00	100.6%
19001178 42860 Donations	-2,400	-2,016	-2,016.00	.00	.00	.00	100.0%
19001178 51160 Salaries - Part Tim	45,298	45,298	42,145.93	.00	.00	3,152.07	93.0%
19001178 51390 Salaries - Full Tim	50,000	50,000	48,686.47	.00	.00	1,313.53	97.4%
19001178 63030 Program Supplies	2,000	2,000	2,047.74	10.99	.00	-47.74	102.4%*
19001178 63040 Security Deposit Re	3,500	2,209	2,208.63	.00	.00	.37	100.0%
19001178 63050 Employer Contr. SSI	12,079	12,079	11,339.26	.00	.00	739.74	93.9%
TOTAL Environmental Educ. Natrl B	-12,403	-47,134	-53,271.97	10.99	.00	6,137.97	113.0%
19001179 Environ. Educ. Other Pblc Prg							
19001179 42250 Revenue	-20,000	-15,386	-15,674.00	.00	.00	288.00	101.9%

Kendall County



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FOR 2022 13

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1900 Forest Preserve							
19001179 51160 Salaries - Part Tim	9,756	11,000	11,176.14	.00	.00	-176.14	101.6%*
19001179 51390 Salaries - Full Tim	2,500	2,500	2,405.27	.00	.00	94.73	96.2%
19001179 63030 Program Supplies	1,000	150	708.33	.00	.00	41.67	94.4%
19001179 63040 Security Deposit Re	1,816	1,816	150.00	.00	.00	.00	100.0%
19001179 63050 Employer Contr. SSI	-4,178	830	1,305.66	.00	.00	510.34	71.9%
TOTAL Environ. Educ. Other Pblc P			71.40	.00	.00	758.60	8.6%
19001180 Environ. Educ. Laws of Nature							
19001180 42250 Revenue	0	0	-68.75	.00	.00	68.75	100.0%
19001180 51160 Salaries - Part Tim	3,481	2,400	1,798.03	.00	.00	601.97	74.9%
19001180 63030 Program Supplies	500	570	482.96	.00	.00	87.04	84.7%
19001180 63050 Employer Contr. SSI	563	563	155.75	.00	.00	407.25	27.7%
TOTAL Environ. Educ. Laws of Natu			2,367.99	.00	.00	1,165.01	67.0%
19001183 Grounds and Natural Resources							
19001183 42250 Revenue	-24,000	-34,212	-36,131.24	.00	.00	1,919.24	105.6%
19001183 42860 Donations	-1,000	0	.00	.00	.00	.00	.0%
19001183 42900 Picnic Fees and She	-4,000	-7,095	-7,350.00	.00	.00	255.00	103.6%
19001183 51160 Salaries - Part Tim	16,764	16,764	13,928.88	.00	.00	2,835.12	83.1%
19001183 51390 Salaries - Full Tim	89,963	89,963	91,437.76	.00	.00	-1,474.76	101.6%*
19001183 62160 Equipment	20,000	36,290	30,164.64	760.49	.00	6,125.36	83.1%
19001183 62180 Gasoline / Fuel / O	13,100	18,136	17,257.81	959.46	.00	878.19	95.2%
19001183 62400 Uniforms / Clothing	1,000	1,509	1,622.59	.00	.00	-113.59	107.5%*
19001183 63040 Security Deposit Re	100	120	870.00	.00	.00	-750.00	725.0%*
19001183 63050 Employer Contr. SSI	14,435	14,435	14,917.89	.00	.00	-482.89	103.3%*
19001183 63060 ER Contr Health/Den	36,909	36,909	34,174.41	.00	.00	2,734.59	92.6%
19001183 63070 Refuse Pickup	8,500	11,500	11,313.88	.00	.00	186.12	98.4%
19001183 63090 Natural Gas	5,000	4,902	5,257.63	.00	.00	-355.63	107.3%*
19001183 63110 Shop Supplies	4,150	5,169	4,925.06	444.56	.00	243.94	95.3%
19001183 63540 Telephones	10,000	8,000	7,379.93	452.42	.00	620.07	92.2%
19001183 68530 Preserve Improvement	0	0	1,464.94	1,400.00	.00	-1,464.94	100.0%*
TOTAL Grounds and Natural Resourc			191,234.18	4,016.93	.00	11,155.82	94.5%
19001184 Picnic Fees and She							
19001184 42900 Picnic Fees and She	-750	0	.00	.00	.00	.00	.0%

YEAR-TO-DATE BUDGET REPORT

FOR 2022 13

ACCOUNTS FOR:	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
1900 Forest Preserve							
19001184 63100 Electric	7,450	8,494	6,693.38	301.64	.00	1,800.62	78.8%
TOTAL Pickertill - Pigott	6,700	8,494	6,693.38	301.64	.00	1,800.62	78.8%
TOTAL Forest Preserve	0	-30,317	-103,604.05	10,407.37	.00	73,287.05	341.7%
TOTAL REVENUES	-1,203,394	-1,260,473	-1,270,510.53	-342.91	.00	10,037.53	
TOTAL EXPENSES	1,203,394	1,230,156	1,166,906.48	10,750.28	.00	63,249.52	
PRIOR FUND BALANCE				470,608.58			
CHANGE IN FUND BALANCE - NET OF REVENUES/EXPENSES				103,604.05			
REVISED FUND BALANCE				574,212.63			

YEAR-TO-DATE BUDGET REPORT

FOR 2022 13

ACCOUNTS FOR:	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
1902 FP Debt Service 2012							
190211 FP Debt Service 2012							
190211 41010 Current Property Tax	-442,900	-442,900	-441,816.29	.00	.00	-1,083.71	99.8%*
190211 41350 Interest Income	-250	-250	-2,615.32	-927.94	.00	2,365.32	1046.1%
190211 68640 Fiscal Agent Fee	1,057	1,057	112.50	.00	.00	1,944.50	10.6%
190211 68650 Debt Service Interest	18,975	18,975	18,975.00	.00	.00	.00	100.0%
190211 68700 Debt Service Principa	405,000	405,000	405,000.00	.00	.00	.00	100.0%
TOTAL FP Debt Service 2012	-18,118	-18,118	-20,344.11	-927.94	.00	2,226.11	112.3%
TOTAL FP Debt Service 2012	-18,118	-18,118	-20,344.11	-927.94	.00	2,226.11	112.3%
TOTAL REVENUES	-443,150	-443,150	-444,431.61	-927.94	.00	1,281.61	
TOTAL EXPENSES	425,032	425,032	424,087.50	.00	.00	1,944.50	
PRIOR FUND BALANCE				937,583.22			
CHANGE IN FUND BALANCE - NET OF REVENUES/EXPENSES				20,344.11			
REVISED FUND BALANCE				957,927.33			

YEAR-TO-DATE BUDGET REPORT

FOR 2022 13

ACCOUNTS FOR:	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
1903 FP Debt Service 2015/2016/2017							
<u>190311 FP Debt Service 2015/2016/2017</u>							
190311 41010 Current Property Tax	-4,937,318	-4,937,318	-4,930,887.93	.00	.00	-6,430.07	99.9%*
190311 41350 Interest Income	-650	-650	-14,882.10	-6,072.92	.00	14,232.10	2289.6%
190311 66500 Miscellaneous Expense	475	475	337.50	.00	.00	137.50	71.1%
190311 68640 Fiscal Agent Fee	1,107	1,107	1,900.00	.00	.00	-793.00	171.6%*
190311 68710 Dbt Srv 2015 Interest	354,040	354,040	354,040.00	.00	.00	.00	100.0%
190311 68720 Dbt Srv 2015 Principa	40,000	40,000	40,000.00	.00	.00	.00	100.0%
190311 68730 Dbt Srv 2016 Interest	290,088	290,088	290,087.50	.00	.00	.50	100.0%
190311 68740 Dbt Srv 2016 Principa	105,000	105,000	105,000.00	.00	.00	.00	100.0%
190311 68750 Dbt Srv 2017 Interest	477,125	477,125	477,125.00	.00	.00	.00	100.0%
190311 68760 Dbt Srv 2017 Principa	3,255,000	3,255,000	3,255,000.00	.00	.00	.00	100.0%
TOTAL FP Debt Service 2015/2016/2	-415,133	-415,133	-422,280.03	-6,072.92	.00	7,147.03	101.7%
TOTAL FP Debt Service 2015/2016/2	-415,133	-415,133	-422,280.03	-6,072.92	.00	7,147.03	101.7%
TOTAL REVENUES	-4,937,968	-4,937,968	-4,945,770.03	-6,072.92	.00	7,802.03	
TOTAL EXPENSES	4,522,835	4,522,835	4,523,490.00	.00	.00	-655.00	
PRIOR FUND BALANCE			4,635,394.72				
CHANGE IN FUND BALANCE			422,280.03				
REVISED FUND BALANCE			5,057,674.75				

YEAR-TO-DATE BUDGET REPORT

FOR 2022 13

ACCOUNTS FOR:	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
1904 FP Restricted Subat Fund							
190411 FP Restricted Subat Fund							
190411 41350 Interest Income	-6,715	-6,715	-11,601.02	-2,576.47	.00	4,886.02	172.8%
190411 62150 Contractual Services	27,625	27,625	22,162.08	.00	.00	5,462.92	80.2%
TOTAL FP Restricted Subat Fund	20,910	20,910	10,561.06	-2,576.47	.00	10,348.94	50.5%
TOTAL FP Restricted Subat Fund	20,910	20,910	10,561.06	-2,576.47	.00	10,348.94	50.5%
TOTAL REVENUES	-6,715	-6,715	-11,601.02	-2,576.47	.00	4,886.02	
TOTAL EXPENSES	27,625	27,625	22,162.08	.00	.00	5,462.92	
PRIOR FUND BALANCE				883,179.03			
CHANGE IN FUND BALANCE - NET OF REVENUES/EXPENSES				-10,561.06			
REVISED FUND BALANCE				872,617.97			

YEAR-TO-DATE BUDGET REPORT

FOR 2022 13

ACCOUNTS FOR:	OSLAD Grant	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
190511 OSLAD Outdoor Rec. Acq.								
190511 42970 Grant Award		0	0	-158,250.00	.00	.00	158,250.00	100.0%
190511 61420 Trnsf. to FP Capital		0	0	158,250.00	.00	.00	-158,250.00	100.0%*
TOTAL OSLAD Outdoor Rec. Acq.		0	0	.00	.00	.00	.00	.0%
TOTAL OSLAD Grant		0	0	.00	.00	.00	.00	.0%
TOTAL REVENUES		0	0	-158,250.00	.00	.00	158,250.00	
TOTAL EXPENSES		0	0	158,250.00	.00	.00	-158,250.00	
PRIOR FUND BALANCE				.00				
CHANGE IN FUND BALANCE - NET OF REVENUES/EXPENSES				.00				
REVISED FUND BALANCE				.00				

YEAR-TO-DATE BUDGET REPORT

FOR 2022 13

ACCOUNTS FOR:	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
1907 Forest Preserve Capital Exp.							
190711 Forest Preserve Capital Exp.							
190711 40400 Transf. from 2021 Bnd	-100,784	0	.00	.00	.00	.00	0%
190711 41350 Interest Income	0	-1,805	-3,126.06	-599.88	.00	1,321.06	173.2%
190711 42490 Other Revenue	-5,000	-8,736	-18,736.24	.00	.00	10,000.24	214.5%
190711 43430 Morton Arboretum USFS	-50,000	-50,000	-50,000.00	.00	.00	.00	100.0%
190711 43740 Land Acq. Grant ICECF	-10,000	-10,000	-10,000.00	.00	.00	.00	100.0%
190711 43770 ICECF K-12 Pollinator	-11,000	-11,000	-11,000.00	.00	.00	.00	100.0%
190711 43780 ICECF Pilot Pollinator	-10,000	-10,000	-10,000.00	.00	.00	-10,000.00	100.0%
190711 61370 Transf. to Fox Rvr B1	0	143,023	143,023.00	.00	.00	.00	0%
190711 62160 Equipment	200,000	53,317	.00	.00	.00	.00	100.0%
190711 66500 Miscellaneous Expense	33,762	37,762	46,140.71	.00	.00	53,317.00	122.2%*
190711 68500 Project Fund Expenses	104,121	83,438	81,586.79	47,632.50	.00	-8,378.71	97.8%
190711 68510 ICECF K-12 Pollinator	275	275	274.80	.00	.00	1,851.21	99.9%
190711 68520 ICECF Pilot Pollinator	5,550	4,834	4,834.21	.00	.00	.20	99.9%
190711 68610 Morton Arboretum Land	37,714	19,530	19,530.00	.00	.00	-.21	100.0%*
TOTAL Forest Preserve Capital Exp	194,638	250,638	202,527.21	47,032.62	.00	48,110.79	80.8%
TOTAL Forest Preserve Capital Exp	194,638	250,638	202,527.21	47,032.62	.00	48,110.79	80.8%
TOTAL REVENUES	-186,784	-91,541	-92,862.30	-599.88	.00	1,321.30	
TOTAL EXPENSES	381,422	342,179	295,389.51	47,632.50	.00	46,789.49	
PRIOR FUND BALANCE				286,713.18			
CHANGE IN FUND BALANCE - NET OF REVENUES/EXPENSES				-202,527.21			
REVISED FUND BALANCE				84,185.97			

YEAR-TO-DATE BUDGET REPORT

FOR 2022 13

ACCOUNTS FOR:	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
1908 Fox River Bluffs Access RTP Gr							
190811 Fox River Bluffs Access RTP GT							
190811 40330 Transf. fr FP Land Ca	0	-52,700	-52,700.00	.00	.00	.00	100.0%
190811 40380 Trnsfr. fr Capital Fu	0	-143,023	-143,023.00	.00	.00	.00	100.0%
190811 42970 Grant Award	-30,300	-17,918	-17,918.01	.00	.00	.01	100.0%
190811 43800 Trans from Fund 1912	0	-100,941	-100,941.00	.00	.00	.00	100.0%
190811 70330 Construction	0	244,292	244,291.50	.00	.00	.50	100.0%
190811 70650 Professional Services	30,300	29,396	29,395.02	.00	.00	.98	100.0%
TOTAL Fox River Bluffs Access RTP	0	-40,894	-40,895.49	.00	.00	1.49	100.0%
TOTAL Fox River Bluffs Access RTP	0	-40,894	-40,895.49	.00	.00	1.49	100.0%
TOTAL REVENUES	-30,300	-314,582	-314,582.01	.00	.00	.01	
TOTAL EXPENSES	30,300	273,688	273,686.52	.00	.00	1.48	
PRIOR FUND BALANCE				30,300.00			
CHANGE IN FUND BALANCE				40,895.49			
REVISED FUND BALANCE				71,195.49			

YEAR-TO-DATE BUDGET REPORT

FOR 2022 13

ACCOUNTS FOR:	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
1909 FP Fox River Bluffs Crop Conv.							
<u>190911 FP Fox River Bluffs Crop Conv.</u>							
190911 66500 Miscellaneous Expense	0	0	.43	.00	.00	-.43	100.0%*
TOTAL FP Fox River Bluffs Crop Co	0	0	.43	.00	.00	-.43	100.0%
TOTAL FP Fox River Bluffs Crop Co	0	0	.43	.00	.00	-.43	100.0%
TOTAL EXPENSES	0	0	.43	.00	.00	-.43	
PRIOR FUND BALANCE				.43			
CHANGE IN FUND BALANCE - NET OF REVENUES/EXPENSES				-.43			
REVISED FUND BALANCE				.00			

YEAR-TO-DATE BUDGET REPORT

FOR 2022 13

ACCOUNTS FOR:	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
1910 FP Land Cash							
191011 FP Land Cash							
191011 42490 Other Revenue	0	0	-50.00	.00	.00	50.00	100.0%
191011 42970 Grant Award	-124,271	-124,271	-124,271.00	.00	.00	.00	100.0%
191011 61300 Transf. to FP Bnd Prd	0	52,700	52,700.00	.00	.00	.00	100.0%
191011 67410 Land Acquisition	329,485	329,485	136,166.50	.00	.00	193,318.50	41.3%
TOTAL FP Land Cash	205,214	257,914	64,545.50	.00	.00	193,368.50	25.0%
TOTAL FP Land Cash	205,214	257,914	64,545.50	.00	.00	193,368.50	25.0%
TOTAL REVENUES	-124,271	-124,271	-124,321.00	.00	.00	50.00	
TOTAL EXPENSES	329,485	382,185	188,866.50	.00	.00	193,318.50	
PRIOR FUND BALANCE				205,214.00			
CHANGE IN FUND BALANCE - NET OF REVENUES/EXPENSES				-64,545.50			
REVISED FUND BALANCE				140,668.50			

YEAR-TO-DATE BUDGET REPORT

FOR 2022 13

ACCOUNTS FOR:	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
1911 FP Liability Insurance Fund							
19111 FP Liability Insurance Fund							
191111 68990 Claims	25,000	25,000	.00	.00	.00	25,000.00	.0%
TOTAL FP Liability Insurance Fund	25,000	25,000	.00	.00	.00	25,000.00	.0%
TOTAL FP Liability Insurance Fund	25,000	25,000	.00	.00	.00	25,000.00	.0%
TOTAL EXPENSES	25,000	25,000	.00	.00	.00	25,000.00	
PRIOR FUND BALANCE				46,300.00			
CHANGE IN FUND BALANCE - NET OF REVENUES/EXPENSES				.00			
REVISED FUND BALANCE				46,300.00			

YEAR-TO-DATE BUDGET REPORT

FOR 2022 13

ACCOUNTS FOR:	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
1912 FP Series 2021 Bond Proceeds							
191211 FP Series 2021 Bond Proceeds							
191211 41350 Interest Income	0	-167	-195.44	-34.12	.00	28.44	117.0%
191211 61370 Transf. to Fox Rvr B1	0	100,941	100,941.00	.00	.00	.00	100.0%
191211 61420 Trnsf. to FP Capital	100,784	0	.00	.00	.00	.00	.0%
TOTAL FP Series 2021 Bond Proceed	100,784	100,774	100,745.56	-34.12	.00	28.44	100.0%
TOTAL FP Series 2021 Bond Proceed	100,784	100,774	100,745.56	-34.12	.00	28.44	100.0%
TOTAL REVENUES	0	-167	-195.44	-34.12	.00	28.44	
TOTAL EXPENSES	100,784	100,941	100,941.00	.00	.00	.00	
PRIOR FUND BALANCE				100,918.60			
CHANGE IN FUND BALANCE - NET OF REVENUES/EXPENSES				-100,745.56			
REVISED FUND BALANCE				173.04			

YEAR-TO-DATE BUDGET REPORT

FOR 2022 13

ACCOUNTS FOR:	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
1913 Pickeri11-Pigott IDNR-PARC							
191311 Pickeri11-Pigott IDNR-PARC							
191311 41350 Interest Income	-200	-200	.00	.00	.00	-200.00	.0%*
191311 42970 Grant Award	-828,200	0	.00	.00	.00	.00	.0%
191311 70330 Construction	1,036,265	1,034,970	445,705.80	203,456.00	.00	589,264.20	43.1%
191311 70650 Professional Services	27,340	27,340	20,513.85	.00	.00	6,826.15	75.0%
TOTAL Pickeri11-Pigott IDNR-PARC	235,205	1,062,110	466,219.65	203,456.00	.00	595,890.35	43.9%
TOTAL Pickeri11-Pigott IDNR-PARC	235,205	1,062,110	466,219.65	203,456.00	.00	595,890.35	43.9%
TOTAL REVENUES	-828,400	-200	.00	.00	.00	-200.00	
TOTAL EXPENSES	1,063,605	1,062,310	466,219.65	203,456.00	.00	596,090.35	
PRIOR FUND BALANCE				1,062,109.60			
CHANGE IN FUND BALANCE - NET OF REVENUES/EXPENSES				-466,219.65			
REVISED FUND BALANCE				595,889.95			

YEAR-TO-DATE BUDGET REPORT

FOR 2022 13

ACCOUNTS FOR:	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
1914 FP American Rescue Plan Act							
191411 FP American Rescue Plan Act							
191411 40390 Transfer from ARPA Fu	-100,000	-100,000	-100,000.00	.00	.00	.00	100.0%
191411 51160 Salaries - Part Time	17,280	17,280	4,654.00	.00	.00	12,626.00	26.9%
191411 51390 Salaries - Full Time	32,600	32,600	32,911.15	.00	.00	-311.15	101.0%*
191411 61160 Transf. to IMRF Fund	2,272	2,272	2,402.69	.00	.00	-130.69	105.8%*
191411 63050 Employer Contr. SSI &	2,494	2,494	2,939.65	.00	.00	-445.65	117.9%*
191411 63060 Employer Cont Hlthben	11,500	11,500	11,346.45	.00	.00	153.55	98.7%
191411 68530 Preserve Improvements	36,830	41,448	4,369.25	.00	.00	37,078.75	10.5%
TOTAL FP American Rescue Plan Act	2,976	7,594	-41,376.81	.00	.00	48,970.81	-544.9%
TOTAL FP American Rescue Plan Act	2,976	7,594	-41,376.81	.00	.00	48,970.81	-544.9%
TOTAL REVENUES	-100,000	-100,000	-100,000.00	.00	.00	.00	
TOTAL EXPENSES	102,976	107,594	58,623.19	.00	.00	48,970.81	

PRIOR FUND BALANCE
CHANGE IN FUND BALANCE - NET OF REVENUES/EXPENSES
REVISED FUND BALANCE

7,594.38
41,376.81
48,971.19

YEAR-TO-DATE BUDGET REPORT

FOR 2022 13

ACCOUNTS FOR:	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
191511 FP Debt Service 2021							
191511 FP Debt Service 2021							
191511 41010 Current Property Tax	-82,226	-82,226	-81,817.84	.00	.00	-408.16	99.5%*
191511 41350 Interest Income	-100	-100	.52	.00	.00	-99.48	71.1%*
191511 66500 Miscellaneous Expense	475	475	337.50	.00	.00	137.50	42.9%
191511 68640 Fiscal Agent Fee	1,107	1,107	475.00	.00	.00	632.00	100.0%
191511 68790 Dbt Srv 2021 Interest	34,354	34,354	34,353.70	.00	.00	.30	100.0%
TOTAL FP Debt Service 2021	-46,390	-46,390	-46,652.16	.00	.00	262.16	100.6%
TOTAL FP Debt Service 2021	-46,390	-46,390	-46,652.16	.00	.00	262.16	100.6%
TOTAL REVENUES	-82,326	-82,326	-81,818.36	.00	.00	-507.64	
TOTAL EXPENSES	35,936	35,936	35,166.20	.00	.00	769.80	
PRIOR FUND BALANCE				.00			
CHANGE IN FUND BAL - NET OF REVENUES/EXPENSES				46,652.16			
REVISED FUND BALANCE				46,652.16			

YEAR-TO-DATE BUDGET REPORT

FOR 2022 13

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
GRAND TOTAL	305,086	1,174,088	169,446.76	251,284.54	.00	1,004,641.24	14.4%

** END OF REPORT - Generated by Jennifer Karales **



KENDALL COUNTY
FOREST PRESERVE DISTRICT

110 W. Madison St., Yorkville, IL 60560 Ph: 630-553-4025 Fax: 630-553-4023

Facility License Agreement

Permit #: 22-00341 Page 1 of 6
 Contract Date: 12/21/2022
 Use Type: Other
 Description: Training
 Registrar: Julia Granholm
 Phone: (630) 553-6186
 Email:

Customer
Bristol Kendall Fire Dept
Bristol Kendall Fire Department
103 E. Beaver Street
Yorkville, IL 60560

Facility License Information

Location: Shelter 1 @ Harris Forest Preserve **Total Hours: 12.00**
 10460 Route 71
 Yorkville, IL 60560

Date	Day	Time	Description	Qty	Unit	Rate	Total	Tax
1/3/2023	Tue	8:00 AM - 12:00 PM	Shelter Flat (Head Count: 30)	1.00	Each	\$0.00	\$0.00	\$0.00
1/4/2023	Wed	8:00 AM - 12:00 PM	Shelter Flat (Head Count: 30)	1.00	Each	\$0.00	\$0.00	\$0.00
1/5/2023	Thu	8:00 AM - 12:00 PM	Shelter Flat (Head Count: 30)	1.00	Each	\$0.00	\$0.00	\$0.00

No alcohol allowed.
 Shelters 1 & 4 on 1/3-1/5, 8am-12pm

Facility License Information

Location: Shelter 4 @ Harris Forest Preserve **Total Hours: 12.00**
 10460 Route 71
 Yorkville, IL 60560

Date	Day	Time	Description	Qty	Unit	Rate	Total	Tax
1/3/2023	Tue	8:00 AM - 12:00 PM	Shelter Flat (Head Count: 30)	1.00	Each	\$0.00	\$0.00	\$0.00
1/4/2023	Wed	8:00 AM - 12:00 PM	Shelter Flat (Head Count: 30)	1.00	Each	\$0.00	\$0.00	\$0.00
1/5/2023	Thu	8:00 AM - 12:00 PM	Shelter Flat (Head Count: 30)	1.00	Each	\$0.00	\$0.00	\$0.00

No alcohol allowed.
 Shelters 1 & 4 on 1/3-1/5, 8am-12pm

Total Hours	24.00
Total Fees	\$0.00
Total Sec Dep	\$0.00
Total Tax	\$0.00
Rental Total	\$0.00

Facility License Terms and Conditions

For day of questions/concerns, please call 630.746.1005 (Shelters), 630.746.1683 (Meadowhawk Lodge, Campsites, Bunkhouses)

For emergencies, contact the Grounds and Natural Resources Division Supervisor, Antoinette White at 630.746.1005

To: Operations Committee

From: Julia Granholm, Reservation Manager and Accounting Coordinator

Date: December 28, 2022

Re: Summary of Requested Waived Charges for University of Illinois on behalf of the Kendall County Extension Office

Date and Time of Reservation	Area Reserved	Reservation Fee
7/15/23, 8am-7pm	Harris Forest Preserve: Horse Arena, Shelter 7	\$100.00
4/26/2023, 3pm-7pm	Hoover Forest Preserve: Moonseed Picnic Shelter 2 bundles of firewood	\$60.00 \$50.00
5/19/23-5/20/23, 3pm-12pm	Moonseed Bunkhouse (includes shelter and primitive cabins) Security Deposit 2 bundles of firewood	\$180.00 \$100.00 \$50.00
Total Fees Requested to be Waived		\$540.00

*Please note that May-October are high demand months for use of Kendall County Forest Preserve District facilities and the potential of loss of revenue for the shelter and bunkhouse reservations is equal to approximately \$400 including license fees and security deposit fees



110 W. Madison St., Yorkville, IL 60560 Ph: 630-553-4025 Fax: 630-553-4023

Facility License Agreement

Permit #: 22-00336 Page 1 of 16
 Contract Date: 12/13/2022
 Use Type: Other
 Description: 4H Horse Show
 Registrar: Julia Granholm
 Phone: (630) 553-5823 / (630) 267-9542
 Email: keisnaug@illinois.edu

Customer U of I on behalf of KC Ext
 Kim Eisnaugle
 7775 B State Route 47
 Yorkville, IL 60560

Facility License Information

Location: Horse Arena @ Harris Forest Preserve
 10460 Route 71
 Yorkville, IL 60560 **Total Hours:** 11.00

Date	Day	Time	Description	Qty	Unit	Rate	Total	Tax
7/15/2023	Sat	8:00 AM - 7:00 PM	Shelter Flat (Head Count: 35)	1.00	Each	\$100.00	\$100.00	\$0.00

No alcohol allowed.
 Shelter 7 used in conjunction with Arena
 Announcer Stand
 Food will be served-not for sale
 Canpoies will be put up on hill near Announcer Stand

Facility License Information

Location: Shelter 7 @ Harris Forest Preserve
 10460 Route 71
 Yorkville, IL 60560 **Total Hours:** 11.00

Date	Day	Time	Description	Qty	Unit	Rate	Total	Tax
7/15/2023	Sat	8:00 AM - 7:00 PM	Shelter Flat (Head Count: 35)	1.00	Each	\$0.00	\$0.00	\$0.00

No alcohol allowed.

Facility License Information

Location: Moonseed @ Hoover Forest Preserve
 11285 Fox Road
 Yorkville, IL 60560

Description	Qty	Unit	Total	Tax
Check-In: Fri, 05/19/2023 3:00PM Check-Out: Sat, 05/20/2023 12:00PM	1	Night	\$180.00	\$0.00
Firewood			\$50.00	\$0.00

No alcohol allowed.
 2 bundles of firewood requested
 Primitive Cabins Requested

Facility License Information

Location: Moonseed Shelter @ Hoover Forest Preserve
 11285 Fox Road
 Yorkville, IL 60560 **Total Hours:** 4.00

Date	Day	Time	Description	Qty	Unit	Rate	Total	Tax
4/26/2023	Wed	3:00 PM - 7:00 PM	Shelter Flat	1.00	Each	\$110.00	\$110.00	\$0.00

2 bundles of firewood requested



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Facility License Agreement		
Permit #:	22-00336	Page 2 of 16
Customer:	U of I on behalf of KC Ext - Kim Eisnagle	

Billing/Payment Summary

Invoice#	Due Date	Total	Amount Paid	Balance Due
Sec Deposit	12/13/2022	\$100.00	\$0.00	\$100.00
Total		\$100.00	\$0.00	\$100.00

Total Hours	26.00
Total Fees	\$440.00
Total Sec Dep	\$100.00
Total Tax	\$0.00
Rental Total	\$540.00

Facility License Terms and Conditions

Permittee has read, signed and agrees to all enclosed documentation. The undersigned, their organization and its members (the Permittee), in consideration for the use of the above described facilities, agree to hold Owner harmless from all loss and/or damage resulting from the use of the facility. Facility Rental Contract (Permit) and Security Deposit, where applicable, is due at time reservation is made. Full Rental Fee is due 60 calendar days prior to event date.

Signature: _____

Date: _____

For day of questions/concerns, please call 630.746.1005 (Shelter rentals), 630.774.1683 (Meadowhawk Lodge, Campsite, and Bunkhouse rentals)

For rental emergencies contact the Grounds and Natural Resources Division Supervisor, Antoinette White at (630) 746-1005.

For day of questions/concerns, please call 630.746.1005 (Shelters), 630.746.1683 (Meadowhawk Lodge, Campsites, Bunkhouses)

For emergencies, contact the Grounds and Natural Resources Division Supervisor, Antoinette White at 630.746.1005

**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



110 W. Madison St., Yorkville, IL 60560 Ph: 630-553-4025 Fax: 630-553-4023

Facility License Agreement

Permit #: 22-00336

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Customer: U of I on behalf of KC Ext - Kim Eisnaugle

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.



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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:



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Facility License Agreement		
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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 <<http://www.dnr.illinois.gov>>. Swimming, boating, ice fishing and ice skating are not allowed.

19. Decorations:

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

20. Inflatables and Tents:

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

21. Duty of Care:

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

22. Damages:

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

23. Limitation on Liability:

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

24. Right of Entry:

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

25. Indemnification:

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



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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 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: _____

For day of questions/concerns, please call 630.746.1005 (Shelters), 630.746.1683 (Meadowhawk Lodge, Campsites, Bunkhouses)



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Facility License Agreement

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Customer: U of I on behalf of KC Ext - Kim Eisnaugle

For emergencies, contact the Grounds and Natural Resources Division Supervisor, Antoinette White at 630.746.1005

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



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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 clean-up 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.



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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 <<http://www.dnr.illinois.gov>>. Swimming, boating, ice fishing and ice skating are not allowed.

19. Decorations:

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

20. Inflatables and Tents:

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

21. Duty of Care:

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

22. Damages:

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



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110 W. Madison St., Yorkville, IL 60560 Ph: 630-553-4025 Fax: 630-553-4023

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:



110 W. Madison St., Yorkville, IL 60560 Ph: 630-553-4025 Fax: 630-553-4023

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: _____

For day of questions/concerns, please call 630.746.1005 (Shelters), 630.746.1683 (Meadowhawk Lodge, Campsites, Bunkhouses)

For emergencies, contact the Grounds and Natural Resources Division Supervisor, Antoinette White at 630.746.1005

**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:



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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:



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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.



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110 W. Madison St., Yorkville, IL 60560 Ph: 630-553-4025 Fax: 630-553-4023

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 <<http://www.dnr.illinois.gov>>. Swimming, boating, ice fishing and ice skating are not allowed.

22. Decorations:

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

23. Inflatables and Tents:

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

24. Duty of Care:

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

25. Damages:



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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.

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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.

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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.



110 W. Madison St., Yorkville, IL 60560 Ph: 630-553-4025 Fax: 630-553-4023

Facility License Agreement

Permit #: 22-00336

Page 16 of 16

Customer: U of I on behalf of KC Ext - Kim Eisnaugle

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 #23-01-002

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

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

RECITALS

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

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

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

AGREEMENT

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

1. Incorporation

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

2. Grant of License - License Period

Subject to the terms and conditions contained in this Agreement, the District grants to Licensee **a one-year license (the “License”) beginning on March 15, 2023 and ending on July 31, 2023** to use the License Area to conduct the Programs on the dates and during the hours specified within the attached **Exhibit B**. This license may be renewed for a subsequent two year term subject to approval by the Kendall County Forest Preserve District after December 1, 2023. Exhibit B shall be negotiated and amended each subsequent year within the approximate timeframe thereafter (the “License Periods”). Exhibit B is attached and incorporated into this Agreement by reference. Such use in accordance with this Agreement is hereinafter referred to as the “Licensed Use”. The District shall issue permits to the Licensee for the Licensed Use of the Licensed Area. Licensee, its guests and invitees also shall have the non-exclusive right to use the restrooms and other District facilities that are available for public or common use.

3. Supplementary Scheduling

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

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

4. Non-Exclusive License

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

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

5. Payment Provisions

Licensee shall provide a lump sum payment to the District of two thousand dollars (\$2,400.00) representing payment in full for a one-year License for use of the License Area in accordance with the schedule attached as Exhibit B. Payment is due by March 1, 2023, and by March 1 for each subsequent license year thereafter. Licensee shall reimburse the District for direct costs for rental of portable washroom units requested by the Licensee.

6. Maintenance and Ball Field Facility Improvement Provisions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. Indemnification

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

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

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

8. Provision and Maintenance of Equipment

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

9. Licensee's Rights and Obligations

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

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

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

10. Term, Termination and Modification

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

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

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

Unless sooner terminated in accordance with the provisions of this Agreement, and subject to the survival of certain obligations as provided in this Agreement, the initial term of this Agreement shall terminate for all purposes on July 30, 2023. Should the Board of

Commissioners elect to renew the agreement for a subsequent two-year term, the subsequent term of this agreement shall terminate for all purposes on July 30, 2025.

11. No Third Party Beneficiary / Joint Venture

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

12. Liens

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

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

13. General Provisions

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

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

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

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

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

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

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

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

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

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

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

By: _____ Date: _____

Brian DeBolt, President
Kendall County Forest Preserve District

By: _____ Date: _____

Kurt Muell, President
Yorkville Athletic Association (Yorkville Fury)

YORKVILLE FURY LICENSE AGREEMENT

EXHIBIT A: LICENSE AREA



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

WEEKDAYS (M-F)

March 12, 2022 – April 30, 2022

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

May 1, 2022 – June 30, 2022

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

WEEKENDS (SA-SU)

March 12, 2022 – June 30, 2022

Saturdays and Sundays

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

Weekdays and Weekends – Rain Dates and/or Rescheduled Sessions

July 1, 2022 - July 17, 2022

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

YORKVILLE FURY LICENSE AGREEMENT – EXHIBIT C

REQUIRED INDEMNIFICATION AND INSURANCE FOR PAID CONTRACTORS AND SUBCONTRACTORS

- a. Indemnity: Vendor agrees to save, defend, hold harmless and indemnify District and each of its commissioners, officers, director, agents, employees, invitees and others associated with it from and against any and all suits, claims, losses, judgment(s) damages and expenses (including attorneys fees), etc. that are based upon, or that arise or are alleged to have arisen out of, any act or negligence of the Contractor or of any agents, servants or employees of the Contractor or any of its subcontractors.
- b. Insurance Coverage: The Contractor shall maintain in force at his/her expense the following insurance, it being understood that the District shall have the right to reasonably require the Contractor to adjust the coverage limits set forth below at any time:

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

Statutory worker's compensation coverage, and employer's liability coverage in the amount of \$1,000,000 bodily injury by each accident, \$1,000,000 bodily injury by disease each employee, \$1,000,000 bodily injury by disease policy limit, or such lesser amount as may satisfy carriers of the Contractor's umbrella liability coverage.

Automobile liability coverage for bodily injury and property damage with a combined single limit per accident of \$1,000,000 for any owned, non-owned or hired automobile.

"Occurrence type" general liability insurance against bodily injury and property damage arising from occurrences in and about the site of the work and covering the Contractors contractual liability for indemnification under this Agreement. Such Insurance shall include product liability and completed operations coverage and a broad form general liability endorsement (ISO Form GL-0404 or its equivalent). Such coverage shall be in the amount of \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

Where professional services are to be rendered under the Contract, professional liability insurance coverage in an amount satisfactory to the District shall also be obtained by the Contractor.

Umbrella liability coverage, (in form no less broad than underlying coverage) to apply in excess of automobile, general, contractual and employer liability, in an amount necessary to increase overall coverage to \$3,000,000 per occurrence.

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

All policies of liability insurance shall name the Forest Preserve District of Cook County as an Additional Insured. All policies shall provide that they may not be canceled, renewed or reduced unless at least thirty days' prior written notice thereof has been provided to the Additional Insureds.

- d. Insurance Certificates: Not later than the date on which coverage is to be provided hereunder and prior to the commencement of subsequent insurance renewals, Contractor shall furnish to District a certificate evidencing the required coverage.

To: Kendall County Forest Preserve District Committee of the Whole

From: Antoinette White, Grounds and Natural Resources Division Supervisor

RE: Grounds and Natural Resources Updates

Date: January 4, 2023

This past month the District's Grounds Maintenance Staff has been focusing on natural resource work within the preserves. The team has worked to complete a few prescription burns in the appropriate small weather window we have had this season. Additionally, there have been work days on cutting and brush pile burning invasive brush species such as buckthorn and honeysuckle. Major areas of focus have been trail corridors at Hoover and Harris Forest Preserve.



As winter has started to arrive, the Grounds Maintenance crew winterized vehicles and prepared for the snow event prior to the holidays. There was minimal snow accumulation, with some larger drifts. Preserves were cleared on the Friday and Saturday of the weather event.

Following the notice of an OSHA complaint, District staff worked to modify and improve set-up of the Harris shop. Although there were no hazards present, the District opted to put additional precautions in place, including an additional safety cabinet, additional spills trays, and sealing the concrete floor to prevent additional staining.



ILLINOIS DEPARTMENT OF LABOR

Illinois OSHA

Lincoln Tower Plaza

524 South 2nd Street, Suite 400

Springfield, IL 62701

Phone: 217-782-9386 Fax: 217-785-8776

E-mail: DOL.Safety@illinois.gov



January 4, 2023

Mr. David Guritz – Ex. Director
Kendall County Forest Preserve District
110 W Madison
Yorkville, IL 60560

Re: Illinois OSHA Complaint 1979559

Dear Mr. Guritz,

Based on the response and information that you have provided; this complaint will be officially closed unless appealed by the complainant.

The following resources are available to assist you in controlling hazards and continually improving workplace safety and health:

- The Illinois On-Site Safety & Health Consultation Program provides free and confidential safety and health advice. They may be contacted at 800-972-4216.
- Federal OSHA internet web page: www.osha.gov
- Illinois OSHA internet web page: www.osha.illinois.gov

If you have questions regarding this matter, please contact us at (217) 782-9386 or DOL.Safety@illinois.gov. Your personal support and interest in the safety and health of your employees is appreciated.

Sincerely,

Illinois OSHA
DOL.Safety@illinois.gov
217-782-9386

KENDALL COUNTY FOREST PRESERVE DISTRICT

HISTORIC KENDALL COUNTY COURTHOUSE

110 WEST MADISON STREET

YORKVILLE, IL 60560

Mr. David Guritz
Executive Director
Ms. Antoinette White
Grounds and Natural Resources Division Supervisor
Kendall County Forest Preserve District
110 W Madison
Yorkville, IL 60560

ILLINOIS DEPARTMENT OF LABOR
Illinois OSHA
Lincoln Tower Plaza
524 South 2nd Street, Suite 400
Springfield, IL 62701
Phone: 217-782-9386 Fax: 217-785-8776
E-mail: DOL.Safety@illinois.gov
December 21, 2022

Re: Illinois OSHA Complaint 1979559

Attachments: 1) KCFPD Investigation Photo Exhibit
2) Attachment A - CERTIFICATE OF POSTING ILLINOIS OSHA NOTIFICATION OF ALLEGED HAZARD(S)

To Whom It May Concern:

On Dec 21, 2022, the Kendall County Forest Preserve District received the Illinois OSHA complaint letter detailing the alleged hazard(s) at your workplace/worksite at:

Harris Forest Preserve – Grounds Division Shop
10460 Rt. 71
Yorkville, IL 60560

The specific nature of the alleged hazard(s) included:

- 1) Allegation #1: Improper storage of restricted use pesticides in the shop at Harris Forest Preserve, namely Freelexx (2, 4-Dichlorophenoxyacetic Acid) and Buccaneer (Glyphosate).**

District response: Herbicide is located in one specific area in the main equipment shop building at Harris Forest Preserve. This is an enclosed, heated structure, and the herbicide is stored the back storage area, which is a separate and closed-off area from the main shop. The main shop and back storage area both have cement floors with floor drains, proper ventilation, and no direct sunlight.

Training and worker notification, PPE, and first aid readily available at the Harris Forest Preserve Grounds Division Shop includes the following:

1. MSDS sheets and Illinois Pesticide Applicator Training Manual SP39
2. Labeled herbicide at concentrate
3. Dedicated labeled mixing buckets
4. Disposable chemical-resistant gloves
5. Safety glasses
6. Filtration masks
7. Long-sleeved shirts
8. Rubber boots
9. Chemical-resistant rubber/vinyl pants and jackets
10. Eye wash station, sinks, and shower facility
11. Fire extinguishers
12. First aid cabinet

2) Allegation #2: Pesticides stored in unsealed unlabeled containers.

District response: All herbicide concentrates are stored in their original containers with product labels. MSDS sheets are located on premise. Secondary containers have lids and are labeled "herbicide."

3) Allegation #3: Careless handling of restricted use pesticides by coworkers and supervisor results in regular small spills on the floor of the shop as well as equipment and vehicles, no effort is made to clean these spills or to warn other employees of the danger.

District response: All staff are trained, strongly encouraged, and provided the resources necessary to safely handle herbicides. The District is not aware of any uncleaned spills, and has not received any previous report of careless handling. The District strongly disagrees with the statement that "no effort is made to clean these spills, or to warn other employees of the danger."

4) Allegation #4: Supervisors do not enforce the use of personal protective equipment while applying pesticides.

District response: All staff are trained, strongly encouraged, and provided the necessary PPE to safely handle and apply herbicides in accordance with product labeling. The District is not aware of any previous reports on lack of enforcement for improper use of PPE by certified and licensed staff members.

Additional specific concerns/allegations included:

1) The uncleaned spills around the shop and on equipment can lead to accidental exposure at work as well as contamination of boots and shoes which can track chemicals elsewhere.

District response to allegation: Agreed this could be a hazard or vector for exposure, but this is unobserved and previously unreported. All District staff are trained to address accidental spills

using the appropriate PPE and procedures. All District staff certified to handle herbicides are licensed by the Illinois Department of Agriculture. All licensing of District staff is current.

- 2) Employees and supervisors often handle herbicides without chemical resistant gloves, eye protection or long-sleeved shirts as well as mixing without chemical resistant aprons.**

District response to allegation: Unobserved and previously unreported. All District staff are trained in the use of PPE (personal protection equipment), which is readily available at all District locations where herbicide is stored, mixed, and deployed for application in the field.

- 3) Mixed chemicals are stored and transported in unlabeled kitty litter buckets which do not seal. Tools for application, dabbing sticks and sprayers, are frequently left full of unused chemical. Chemicals are stored on the same shelf as unrelated equipment.**

District response to allegation: Agree that chemicals are transported in “kitty litter buckets.” These buckets are ideal for use in the field because the lid does form a proper seal to prevent spills, and allows for easy access with application “dabbing” sticks for cut-stump treatment. “Dabbing” sticks are wrapped in plastic prior to and following active use. Buckets are labeled “Herbicide,” have dyed-blue interiors, and all Grounds Division staff understand these containers are dedicated for this specific use. Bucket lids are closed at all times when stored or transported to the field.

District disagrees that sprayers are frequently left full. District contends that sprayers are triple-rinsed after each use.

District disagrees that chemicals are stored on the same shelf as unrelated equipment. Cement flooring is protected by plastic mat for drip containment. Herbicides are stored on shelves with other chemicals and cleaning solutions only. The adjacent shelf is used to store empty spray tanks (herbicide application and prescribed fire).

Formal District Response to Allegations and Investigation of Alleged OSHA Violations

IL OSHA requires you to furnish documented evidence of compliance with the following:

1. **1910.1200(f)(6)(ii)** - Product identifier and words, pictures, symbols, or combination thereof, which provide at least general information regarding the hazards of the chemicals, and which, in conjunction with the other information immediately available to employees under the hazard communication program, will provide employees with the specific information regarding the physical and health hazards of the hazardous chemical. (Secondary containers for chemicals)

District response:

Investigation Photo Exhibit – Section 1:

Product labels on original containers currently stored and MSDS sheets readily available.

2. **1910.1200(h)(3)(iii)** - The measures employees can take to protect themselves from these hazards, including specific procedures the employer has implemented to protect employees from exposure to hazardous chemicals, such as appropriate work practices, emergency procedures, and personal protective equipment to be used. (Chemical spills)

District response:

Investigation Photo Exhibit – Section 2:

Photos attached of accidental exposure facilities supporting worker protection and exposure mitigation at the Harris Forest Preserve Grounds Division Shop as described in the response letter under “Allegation #1” above.

3. **1910.132(a)** - Application. Protective equipment, including personal protective equipment for eyes, face, head, and extremities, protective clothing, respiratory devices, and protective shields and barriers, shall be provided, used, and maintained in a sanitary and reliable condition wherever it is necessary by reason of hazards of processes or environment, chemical hazards, radiological hazards, or mechanical irritants encountered in a manner capable of causing injury or impairment in the function of any part of the body through absorption, inhalation or physical contact.
(Required PPE)

District response:

Investigation Photo Exhibit – Section 3:

Photos attached of readily available worker protection PPE at the Harris Forest Preserve Grounds Division Shop as described in the response letter under “Allegation #1” above.

4. **1910.132(f)(1)** - The employer shall provide training to each employee who is required by this section to use PPE. (Initial employee PPE training)

Investigation Photo Exhibit – Section 4:

IDOA licenses for all Grounds Division staff responsible for herbicide handling and application.

- Licensing includes training on all required OSHA PPE and how to safely and properly address chemical spills (Illinois Pesticide Applicator Training Manual SP39 – General Standards – Chapters 4 and 7)
5. **1910.132(f)(3)** - When the employer has reason to believe that any affected employee who has already been trained does not have the understanding and skill required by paragraph (f)(2) of this section, the employer shall retrain each such employee. (PPE retraining when applicable)

N/A – Employer has no reason to believe that any affected employee who has already been trained does not have the understanding and skill required by paragraph f(2) of 1910.132(f)(3) as evidenced by current licensing from IDOA.

District Herbicide Management Program – Voluntary Exposure Protection Enhancement Commitments

Kendall County Forest Preserve District is in process of implementing voluntary exposure protection enhancements to the District’s herbicide management program.

- 1) Chemical resistant aprons (to replace chemical-resistant jackets currently available on location)

Rationale: As added preventative PPE measure to prevent worker contact with product dedicated for use within the herbicide management program only.

Status: Order confirmation attached.

- 2) Dedicated low-profile containment bin for mixing

Rationale: As an added preventative measure to prevent product-cement floor contact.

Status: Order confirmation attached.

- 3) Dedicated and labeled primary and secondary containment enclosures for transporting pre-mixed herbicides to various field locations.

Rationale: As an added preventative measure to prevent product contact with vehicle/truck bed interiors.

Status: Order confirmation attached.

- 4) Dedicated and labeled storage locker with containment for storage of reusable application equipment (stump applicators and field "dab" bucket)

Rationale: As an added preventative measure for containment and storage for herbicide application equipment-in-use.

Status: Order confirmation attached.

- 5) Training in housekeeping policy changes.

Rationale: Insure that all Grounds Maintenance Division staff are following modified procedures and use of secondary containment equipment.

Status: To be scheduled once new equipment is received and assembled with new storage containers labeled.

Submitted by:

David Guritz, Executive Director
Kendall County Forest Preserve District

Antoinette White, Grounds and Natural Resources Division Supervisor
Kendall County Forest Preserve District

Cc: Kendall County Forest Preserve District Board of Commissioners

ILLINOIS DEPARTMENT OF LABOR

Illinois OSHA

Lincoln Tower Plaza

524 South 2nd Street, Suite 400

Springfield, IL 62701

Phone: 217-782-9386 Fax: 217-785-8776

E-mail: DOL.Safety@illinois.gov



Attachment A

**CERTIFICATE OF POSTING
ILLINOIS OSHA NOTIFICATION OF ALLEGED HAZARD(S)**

Employer Name: Kendall County Forest Preserve District
Complaint Number: 1979559

Date of Posting: December 22, 2022

Date Copy Given to
Employee Representative: December 21, 2022

On behalf of the employer, I certify that a copy of the complaint letter received from Illinois OSHA has been posted in a conspicuous place, where all affected employees will have notice, or near such location where the alleged violation occurred, and such notice has been given to each authorized representative of affective employees, if any. This notice was or will be posted for a minimum of ten (10) days or until any hazardous conditions found are corrected.

David A. Smith
Signature

Executive Director
Title

Kendall County Forest Preserve District
Employer / Establishment Name

Antoinette White
Signature

Grounds and Natural Resources Division Supervisor
Title

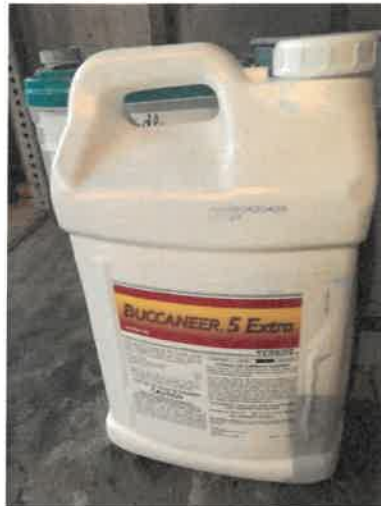
Kendall County Forest Preserve District
Employer / Establishment Name

Investigation Photo Exhibit – Section 1:

Confirmed product labels on original containers currently stored and MSDS sheets readily available.



Harris Shop herbicide storage



Buccaneer orig. prod. labeling



Freelexx orig. prod. labeling



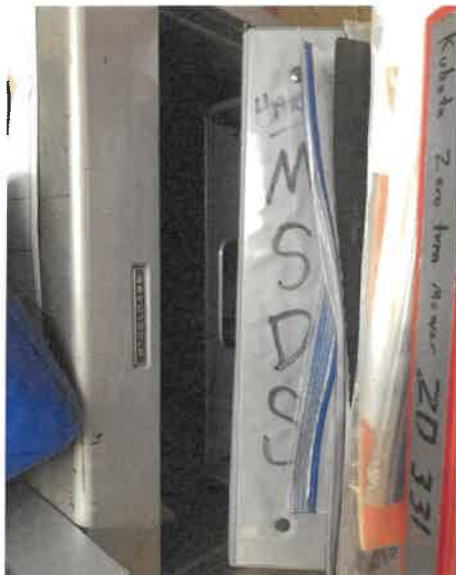
Intensity orig. product labeling



Transline orig. product labeling



Pre-mixed "herbicide" labeled container—note sealed lid.



Harris Shop—MSDS Sheet Binder



Harris Shop—MSDS sheet example—note all MSDS sheets for all herbicides located



Harris Shop—MSDS sheets filed and accessible

Investigation Photo Exhibit – Section 2:

Photos attached of accidental exposure facilities supporting worker protection and exposure mitigation at the Harris Forest Preserve Grounds Division Shop as described in the response letter under "Allegation #1" above.



Sink and hose available to clean any accidental spills.



Floor drain to clean up any accidental spills.



Additional sink available for any accidental exposure.



Shower facility available for any accidental exposure.



Herbicide stored on individual shelf.



Adjacent shelf contains triple washed spray tanks.

Investigation Photo Exhibit – Section 3:

Photos attached of readily available worker protection PPE at the Harris Forest Preserve Grounds Division Shop as described in the response letter under “Allegation #1” above.



Plastic/ vinyl jacket available for PPE.



Plastic / vinyl pants available for PPE.



Long sleeve cover shirt available for PPE.



Rubber boots available for PPE.



Safety glasses.



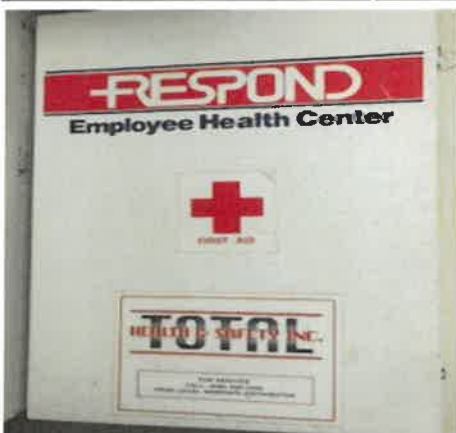
Disposable safety gloves.



Disposable masks.



Eye wash first aid care.



First aid cabinet.



Fire extinguisher.

Investigation Photo Exhibit – Section 4:

IDOA licenses for all Grounds Division staff responsible for herbicide handling and application.

Licensing includes training on all required OSHA PPE and how to safely and properly address chemical spills (Illinois Pesticide Applicator Training Manual SP39 – General Standards – Chapters 4 and 7)

ILLINOIS DEPARTMENT OF AGRICULTURE
BUREAU OF ENVIRONMENTAL PROGRAMS
(CUT ALONG DOTTED LINE)

STATE OF ILLINOIS
DEPARTMENT OF AGRICULTURE
SPRINGFIELD, ILLINOIS

LIC# CNA103150
EXPIRES December 31, 2024

KENDALL COUNTY FOREST PRESERVE
Antoinette L White
110 W MADISON STREET
YORKVILLE IL 60560

Antoinette L White
SIGNATURE

ILLINOIS PESTICIDE ID CARD
LIC# CNA103150 USAPLANTS ID: 000XBD
COMMERCIAL NOT-FOR-HIRE APPLICATOR

General Standards
Aquatic

IL406-1122 X021-406-0030

ILLINOIS DEPARTMENT OF AGRICULTURE
BUREAU OF ENVIRONMENTAL PROGRAMS
(CUT ALONG DOTTED LINE)

STATE OF ILLINOIS
DEPARTMENT OF AGRICULTURE
SPRINGFIELD, ILLINOIS

LIC# CNO16176
EXPIRES December 31, 2024

KENDALL COUNTY FOREST PRESERVE
Jay T Teckenbrock
110 W MADISON STREET
YORKVILLE IL 60560

Jay T Teckenbrock
SIGNATURE

ILLINOIS PESTICIDE ID CARD
LIC# CNO16176 USAPLANTS ID: 000XBD
COMMERCIAL NOT-FOR-HIRE OPERATOR
General Standards

APPLICATOR NAME & CATEGORIES
ANTOINETTE L WHITE
General Standards
Aquatic

IL406-1122 X021-406-0030

STATE OF ILLINOIS
DEPARTMENT OF AGRICULTURE
SPRINGFIELD, ILLINOIS

LIC# CNO15388
EXPIRES December 31, 2024

KENDALL COUNTY FOREST PRESERVE
Austin G Luetlich
110 W MADISON STREET
YORKVILLE IL 60560

Austin G Luetlich
SIGNATURE

ILLINOIS PESTICIDE ID CARD
LIC# CNO15388 USAPLANTS ID: 000XBD
COMMERCIAL NOT-FOR-HIRE OPERATOR
General Standards

APPLICATOR NAME & CATEGORIES
ANTOINETTE L WHITE
General Standards
Aquatic

IL406-1122 X021-406-0030

ILLINOIS DEPARTMENT OF AGRICULTURE
BUREAU OF ENVIRONMENTAL PROGRAMS
(CUT ALONG DOTTED LINE)

STATE OF ILLINOIS
DEPARTMENT OF AGRICULTURE
SPRINGFIELD, ILLINOIS

LIC# CNO15907
EXPIRES December 31, 2024

KENDALL COUNTY FOREST PRESERVE
JARED C ANDERSON
110 W MADISON STREET
YORKVILLE IL 60560

SIGNATURE

ILLINOIS PESTICIDE ID CARD
LIC# CNO15907 USAPLANTS ID: 000XBD
COMMERCIAL NOT-FOR-HIRE OPERATOR
General Standards

APPLICATOR NAME & CATEGORIES
ANTOINETTE L WHITE
General Standards
Aquatic

IL406-1122 X021-406-0030

ILLINOIS DEPARTMENT OF AGRICULTURE
BUREAU OF ENVIRONMENTAL PROGRAMS
(CUT ALONG DOTTED LINE)

STATE OF ILLINOIS
DEPARTMENT OF AGRICULTURE
SPRINGFIELD, ILLINOIS

LIC# CNO15799
EXPIRES December 31, 2024

KENDALL COUNTY FOREST PRESERVE
BRANDON L BEERUP
110 W MADISON STREET
YORKVILLE IL 60560

SIGNATURE

ILLINOIS PESTICIDE ID CARD
LIC# CNO15799 USAPLANTS ID: 000XBD
COMMERCIAL NOT-FOR-HIRE OPERATOR
General Standards

APPLICATOR NAME & CATEGORIES
ANTOINETTE L WHITE
General Standards
Aquatic

IL406-1122 X021-406-0030

ILLINOIS DEPARTMENT OF AGRICULTURE
BUREAU OF ENVIRONMENTAL PROGRAMS
(CUT ALONG DOTTED LINE)

STATE OF ILLINOIS
DEPARTMENT OF AGRICULTURE
SPRINGFIELD, ILLINOIS

LIC# CNO10657
EXPIRES December 31, 2024

KENDALL COUNTY FOREST PRESERVE
OSWALDO URRINA
110 W MADISON STREET
YORKVILLE IL 60560

SIGNATURE

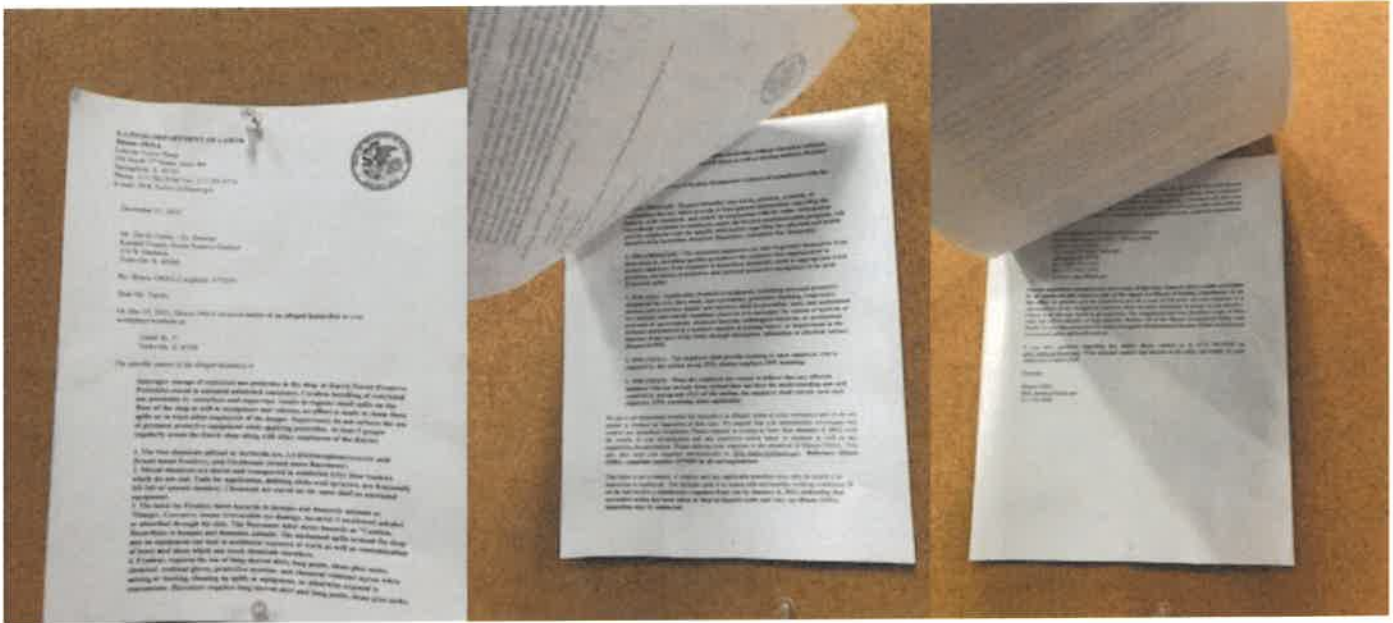
ILLINOIS PESTICIDE ID CARD
LIC# CNO10657 USAPLANTS ID: 000XBD
COMMERCIAL NOT-FOR-HIRE OPERATOR
General Standards

APPLICATOR NAME & CATEGORIES
ANTOINETTE L WHITE
General Standards
Aquatic

IL406-1122 X021-406-0030

Investigation Photo Exhibit – Section 5:

Posted Illinois OSHA Complaint 1979559: Posting date 12/22/2022.



U.S. DEPARTMENT OF LABOR
OSHA
Case No. 1979559
Citation No. OSHA-C-2022-0001



December 11, 2021
Mr. David J. ...
Case No. 1979559

OSHA-C-2022-0001

Section 5: OSHA-C-2022-0001

The undersigned hereby certifies that the information furnished in this complaint is true and correct to the best of my knowledge and belief. I understand that providing false information is a violation of the Act and may result in the imposition of a civil penalty. I understand that providing false information is a violation of the Act and may result in the imposition of a civil penalty.

Section 5: OSHA-C-2022-0001
The undersigned hereby certifies that the information furnished in this complaint is true and correct to the best of my knowledge and belief. I understand that providing false information is a violation of the Act and may result in the imposition of a civil penalty.

Section 5: OSHA-C-2022-0001
The undersigned hereby certifies that the information furnished in this complaint is true and correct to the best of my knowledge and belief. I understand that providing false information is a violation of the Act and may result in the imposition of a civil penalty.



[View Cart](#) [Help](#) [Chat Live](#)

✓ ORDER SUBMITTED

ORDER # 80448599

Order Date: 12/27/2022

Thank you for shopping with Uline! Your order has been successfully submitted.
You will receive an email confirmation at awhite@co.kendall.il.us once this order has been processed.
You will receive text message updates at: (630) 746-1005.

Order Details

Billing Address
KENDALL COUNTY OF
FOREST PRESERVE
110 W MADISON ST
YORKVILLE, IL 60560-1465

Shipping Address
KENDALL COUNTY OF
FOREST PRESERVE
110 W MADISON ST
YORKVILLE, IL 60560-1465

Ship Via: MORAN
TRANSPORTATION
Will Ship: 12/27/2022

Payment Method: Net 30
PO #:

Uline Account #: 17142929
Order Placed By: DAVID GURITZ

Item Summary



Utility Wagon - Red
S-21433R

FREE / EA 1 FREE



Men's Cloth Lab Coat - Navy, Size 42
S-15376NB-42

\$34.00 / EA 2 \$68.00



Poly Corrosive Cabinet - 24 Gallon, 36 x 23 x 36"
H-5660

\$825.00 / KT 1 \$825.00



Sanitizing Footbath Mat - 32 x 39", Black
H-5241

\$155.00 / EA 1 \$155.00



Closure Instructions for Pails
S-13652I

\$0.00 / EA 1 \$0.00



Screw Top Pail - 3.5 Gallon, Red Lid
S-15636R

\$15.00 / KT 5 \$75.00

Subtotal = \$1,123.00

Tax = \$0.00

Shipping/Handling = \$75.48

Total = \$1,198.48



Details for Order #113-4476957-9961015

Paid By: Kendall County Forest Preserve
Placed By: Antoinette White
Order Placed: December 27, 2022
Amazon.com order number: 113-4476957-9961015
Order Total: \$124.86

Not Yet Shipped

Items Ordered	Price
1 of: <i>Stenlite 19889804 70 Quart/66 Liter Ultra Box Clear with a White Lid and Black Latches, 4-Containers</i> Sold by: Amazon (seller profile) Business Price Condition: New	\$71.79
1 of: <i>Replacement Pan for 42" Long MidWest Dog Crate</i> Sold by: Amazon.com Condition: New	\$25.99

Shipping Address:
Antoinette White
110 W MADISON ST
YORKVILLE, IL 60560-1465
United States

Shipping Speed:
Two-Day Shipping

Payment Information

Payment Method: Pay by Invoice	Item(s) Subtotal: \$97.78
	Shipping & Handling: \$31.02
	Promotion applied: -\$3.94

	Total before tax: \$124.86
	Estimated Tax: \$0.00

	Grand Total: \$124.86

To view the status of your order, return to [Order Summary](#) .

ILLINOIS DEPARTMENT OF LABOR

Illinois OSHA

Lincoln Tower Plaza

524 South 2nd Street, Suite 400

Springfield, IL 62701

Phone: 217-782-9386 Fax: 217-785-8776

E-mail: DOL.Safety@illinois.gov



December 21, 2022

Mr. David Guritz – Ex. Director
Kendall County Forest Preserve District
110 W Madison
Yorkville, IL 60560

Re: Illinois OSHA Complaint 1979559

Dear Mr. Guritz,

On Dec 19, 2022, Illinois OSHA received **notice of an alleged hazard(s)** at your workplace/worksite at:

10460 Rt. 71
Yorkville, IL 60560

The specific nature of the alleged hazard(s) is:

Improper storage of restricted use pesticides in the shop at Harris Forest Preserve. Pesticides stored in unsealed unlabeled containers. Careless handling of restricted use pesticides by coworkers and supervisor results in regular small spills on the floor of the shop as well as equipment and vehicles, no effort is made to clean these spills or to warn other employees of the danger. Supervisors do not enforce the use of personal protective equipment while applying pesticides. At least 5 people regularly access the Harris shop along with other employees of the district.

- 1. The two chemicals utilized as herbicide are, 2,4-Dichlorophenoxyacetic acid (brand name Freelexx), and Glyphosate (brand name Buccaneer)**
- 2. Mixed chemicals are stored and transported in unlabeled kitty litter buckets which do not seal. Tools for application, dabbing sticks and sprayers, are frequently left full of unused chemical. Chemicals are stored on the same shelf as unrelated equipment.**
- 3. The label for Freelexx states hazards to humans and domestic animals as “Danger, Corrosive, causes irreversible eye damage, harmful if swallowed inhaled or absorbed through the skin. The Buccaneer label states hazards as “Caution, Hazardous to humans and domestic animals. The uncleaned spills around the shop and on equipment can lead to accidental exposure at work as well as contamination of boots and shoes which can track chemicals elsewhere.**
- 4. Freelexx requires the use of long-sleeved shirt, long pants, shoes plus socks, chemical resistant gloves, protective eyewear, and chemical resistant apron when mixing or loading, cleaning up spills or equipment, or otherwise exposed to concentrate. Buccaneer requires long sleeved shirt and long pants, shoes plus socks.**

Employees and supervisors often handle herbicides without chemical resistant gloves, eye protection or long-sleeved shirts as well as mixing without chemical resistant aprons.

IL OSHA requires you to furnish documented evidence of compliance with the following:

1. 1910.1200(f)(6)(ii) - Product identifier and words, pictures, symbols, or combination thereof, which provide at least general information regarding the hazards of the chemicals, and which, in conjunction with the other information immediately available to employees under the hazard communication program, will provide employees with the specific information regarding the physical and health hazards of the hazardous chemical. (Secondary containers for chemicals)

2. 1910.1200(h)(3)(iii) - The measures employees can take to protect themselves from these hazards, including specific procedures the employer has implemented to protect employees from exposure to hazardous chemicals, such as appropriate work practices, emergency procedures, and personal protective equipment to be used. (Chemical spills)

3. 1910.132(a) - Application. Protective equipment, including personal protective equipment for eyes, face, head, and extremities, protective clothing, respiratory devices, and protective shields and barriers, shall be provided, used, and maintained in a sanitary and reliable condition wherever it is necessary by reason of hazards of processes or environment, chemical hazards, radiological hazards, or mechanical irritants encountered in a manner capable of causing injury or impairment in the function of any part of the body through absorption, inhalation or physical contact. (Required PPE)

4. 1910.132(f)(1) - The employer shall provide training to each employee who is required by this section to use PPE. (Initial employee PPE training)

5. 1910.132(f)(3) - When the employer has reason to believe that any affected employee who has already been trained does not have the understanding and skill required by paragraph (f)(2) of this section, the employer shall retrain each such employee. (PPE retraining when applicable)

We have not determined whether the hazard(s), as alleged, exists at your workplace and we do not intend to conduct an inspection at this time. We request that you immediately investigate and control any hazardous conditions. Please respond in writing no later than **January 6, 2023**, with the results of your investigation and any corrective action taken or planned as well as any supporting documentation. Please address your response to the attention of Illinois OSHA. You may also send your response electronically to DOL.Safety@illinois.gov. **Reference Illinois OSHA complaint number 1979559 in all correspondence.**

This letter is not a citation. A citation and any applicable penalties may only be issued if an inspection is conducted. Our ultimate goal is to ensure safe and healthy working conditions. **If we do not receive a satisfactory response from you by January 6, 2023, indicating that corrective action has been taken or that no hazard exists and why, an Illinois OSHA inspection may be conducted.**

ILLINOIS DEPARTMENT OF LABOR

Illinois OSHA

Lincoln Tower Plaza

524 South 2nd Street, Suite 400

Springfield, IL 62701

Phone: 217-782-9386 Fax: 217-785-8776

E-mail: DOL.Safety@illinois.gov



Attachment A

**CERTIFICATE OF POSTING
ILLINOIS OSHA NOTIFICATION OF ALLEGED HAZARD(S)**

Employer Name: Kendall County Forest Preserve District

Complaint Number: 1979559

Date of Posting: _____

Date Copy Given to
Employee Representative: _____

On behalf of the employer, I certify that a copy of the complaint letter received from Illinois OSHA has been posted in a conspicuous place, where all affected employees will have notice, or near such location where the alleged violation occurred, and such notice has been given to each authorized representative of affective employees, if any. This notice was or will be posted for a minimum of ten (10) days or until any hazardous conditions found are corrected.

Signature

Title

Employer / Establishment Name



FIELD OBSERVATION REPORT

CLIENT: Kendall County Forest Preserve District
PROJECT: Pickerill Estate Renovations
PROJECT NO. 1250/1371

FIELD REPORT NO.	07	REPORT DATE:	December 22, 2022
OBSERVATION DATE:	December 22, 2022	WEATHER:	Cloudy, Windy
OBSERVATION TIME:	08:00 AM	TEMPERATURE:	15 degrees F
EST. % COMPLETE:	50%	CONFORMANCE WITH SCHEDULE:	Yes

PRESENT AT SITE:

Architect, Owner, General Contractor, Electrical Contractor, Door Subcontractor

OBSERVATIONS:

1. Public toilet room construction continues to be installed.
2. Floor drains in bathrooms have not been installed yet.
3. Protective paper has been placed on the floor in Room 101. Room is also used for storage of materials.
4. Exterior paver walkway to greenhouse and ramp to patio area are 90% complete.
5. Electrical rough-in at the toilet rooms continues.
6. Cast stone masonry column caps at the patio canopy have been installed and caulked.
7. Fiber cement siding and trim has been installed to the project site.
8. Final measuring for the new entrance and exit doors was occurring on the project site upon arrival.

ACTION REQUIRED:

1. Install galvanized steel brick edging and sand joints for pavers at walkway leading towards greenhouse and ramp to main patio. (Photo 02)
2. Adjust the remaining 25% of brick patio pavers to the correct slope. (Photo 03).
3. Review wood flooring underlayment. (Photo 07).
4. Fix damaged brick at existing column. (Photo 09).
5. Install basement structural beams per drawings. (Photo 11).

ATTACHMENTS: Photos 01-11

REPORT BY: Parnell Tesoro

Page 1 of 12

Bloomington Office
2401 East Washington Street
Bloomington, Illinois 61704
309.430.6460

Chicago Office
222 South Riverside Street Plaza
Chicago, Illinois 60606
312.667.5670

Aurora Office
41 West Benton Street
Aurora, Illinois 60506
630.406.1213

FIELD OBSERVATION REPORT

CLIENT: Kendall County Forest Preserve District
PROJECT: Pickerill Estate Renovations
PROJECT NO. 1250/1371



FIELD OBSERVATION PHOTO

FIELD REPORT NO: 07

PHOTO NUMBER: 01

PHOTO DATE: December 22, 2022

PHOTO AUTHOR: Parnell Tesoro

LOCATION: Windows

COMMENTS:

COMMENTS AUTHOR: Parnell Tesoro

Final window color was confirmed on site, Terratone.

REPORT BY: Parnell Tesoro

Page 2 of 12

Bloomington Office
2401 East Washington Street
Bloomington, Illinois 61704
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FIELD OBSERVATION REPORT

CLIENT: Kendall County Forest Preserve District

PROJECT: Pickerill Estate Renovations

PROJECT NO. 1250/1371



FIELD OBSERVATION PHOTO

FIELD REPORT NO: 07

PHOTO NUMBER: 02

PHOTO DATE: December 22, 2022

PHOTO AUTHOR: Parnell Tesoro

LOCATION: South Greenhouse Elevation

COMMENTS:

COMMENTS AUTHOR: Parnell Tesoro

Patio walkway from greenhouse has been laid. Walkway missing paver edging and sand joints.

REPORT BY: Parnell Tesoro

Page 3 of 12

FIELD OBSERVATION REPORT

CLIENT: Kendall County Forest Preserve District

PROJECT: Pickerill Estate Renovations

PROJECT NO. 1250/1371



FIELD OBSERVATION PHOTO

FIELD REPORT NO: 07

PHOTO NUMBER: 03

PHOTO DATE: December 22, 2022

PHOTO AUTHOR: Parnell Tesoro

LOCATION: Exterior Patio

COMMENTS:

COMMENTS AUTHOR: Parnell Tesoro

75% of the patio pavers have been adjusted to the correct slope at door and wall locations. Adjusted patio pavers missing sand joints. Complete resetting of pavers when weather permits so no trip hazards exist.

REPORT BY: Parnell Tesoro

Page 4 of 12

FIELD OBSERVATION REPORT

CLIENT: Kendall County Forest Preserve District
PROJECT: Pickerill Estate Renovations
PROJECT NO. 1250/1371



FIELD OBSERVATION PHOTO

FIELD REPORT NO: 07

PHOTO NUMBER: 04

PHOTO DATE: December 22, 2022

PHOTO AUTHOR: Parnell Tesoro

LOCATION: Vestibule Exterior Door

COMMENTS:

COMMENTS AUTHOR: Parnell Tesoro

Exterior door species confirmed on site, Walnut.

REPORT BY: Parnell Tesoro

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FIELD OBSERVATION REPORT

CLIENT: Kendall County Forest Preserve District

PROJECT: Pickerill Estate Renovations

PROJECT NO. 1250/1371



FIELD OBSERVATION PHOTO

FIELD REPORT NO: 07

PHOTO NUMBER: 05

PHOTO DATE: December 22, 2022

PHOTO AUTHOR: Parnell Tesoro

LOCATION: Public Bathrooms

COMMENTS:

COMMENTS AUTHOR: Parnell Tesoro

Bathroom plumbing piping and electrical conduits continue to be installed. Floor drain locations have not been roughed in. Wall framing is nearly complete.

REPORT BY: Parnell Tesoro

Page 6 of 12

FIELD OBSERVATION REPORT

CLIENT: Kendall County Forest Preserve District

PROJECT: Pickerill Estate Renovations

PROJECT NO. 1250/1371



FIELD OBSERVATION PHOTO

FIELD REPORT NO: 07

PHOTO NUMBER: 06

PHOTO DATE: December 22, 2022

PHOTO AUTHOR: Parnell Tesoro

LOCATION: Storage Barn

COMMENTS:

COMMENTS AUTHOR: Parnell Tesoro

Exterior siding and trim have been stored in the barn and are the correct color.

REPORT BY: Parnell Tesoro

Page 7 of 12

FIELD OBSERVATION REPORT

CLIENT: Kendall County Forest Preserve District
PROJECT: Pickerill Estate Renovations
PROJECT NO. 1250/1371



FIELD OBSERVATION PHOTO

FIELD REPORT NO: 07

PHOTO NUMBER: 07

PHOTO DATE: December 22 2022

PHOTO AUTHOR: Parnell Tesoro

LOCATION: Kitchen

COMMENTS:

COMMENTS AUTHOR: Chris Hansen

Underlayment for the kitchen and dining room have been placed. G.C. shall review underlayment installed with flooring contractor. Note: Specs call for fully sanded underlayment faces at resilient flooring locations. Observed underlayment faces appear to be in conflict with this requirement and may require additional floor prep that should not be the responsibility of the Owner for additional cost (if any is incurred).

REPORT BY: Parnell Tesoro

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FIELD OBSERVATION REPORT

CLIENT: Kendall County Forest Preserve District
PROJECT: Pickerill Estate Renovations
PROJECT NO. 1250/1371



FIELD OBSERVATION PHOTO

FIELD REPORT NO: 07

PHOTO NUMBER: 08

PHOTO DATE: December 22 2022

PHOTO AUTHOR: Parnell Tesoro

LOCATION: Exterior Canopy

COMMENTS:

COMMENTS AUTHOR: Chris Hansen

Cast stone caps at masonry columns have been installed and joints caulked.

REPORT BY: Parnell Tesoro

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FIELD OBSERVATION REPORT

CLIENT: Kendall County Forest Preserve District

PROJECT: Pickerill Estate Renovations

PROJECT NO. 1250/1371



FIELD OBSERVATION PHOTO

FIELD REPORT NO: 07

PHOTO NUMBER: 09

PHOTO DATE: December 22, 2022

PHOTO AUTHOR: Parnell Tesoro

LOCATION: North exterior Patio @ Existing Column

COMMENTS:

COMMENTS AUTHOR: Chris Hansen

Owner has asked for one brick to be replaced at the existing north patio column that was damaged from demolition activities. Please replace with brick stock from new columns prior to final paver patio sand installation.

REPORT BY: Parnell Tesoro

Page 10 of 12

FIELD OBSERVATION REPORT

CLIENT: Kendall County Forest Preserve District
PROJECT: Pickerill Estate Renovations
PROJECT NO. 1250/1371



FIELD OBSERVATION PHOTO

FIELD REPORT NO: 07

PHOTO NUMBER: 10

PHOTO DATE: December 22, 2022

PHOTO AUTHOR: Parnell Tesoro

LOCATION: Patio Ramp

COMMENTS:

COMMENTS AUTHOR: Chris Hansen

The paver patio ramp to the existing asphalt driveway has been installed and inspected by the county for slope compliance and passed inspection.

REPORT BY: Parnell Tesoro

Page 11 of 12

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FIELD OBSERVATION REPORT

CLIENT: Kendall County Forest Preserve District
PROJECT: Pickerill Estate Renovations
PROJECT NO. 1250/1371



FIELD OBSERVATION PHOTO

FIELD REPORT NO: 07

PHOTO NUMBER: 11

PHOTO DATE: December 22, 2022

PHOTO AUTHOR: Parnell Tesoro

LOCATION: East Basement

COMMENTS:

COMMENTS AUTHOR: Chris Hansen

The temporary steel support columns remain in place. The specified LVL beam installation is required to be installed as shown on the contract documents. Lite Construction noted at the meeting that they would be installed in the next two weeks.

REPORT BY: Parnell Tesoro

Page 12 of 12

KENDALL COUNTY FOREST PRESERVE DISTRICT

HISTORIC KENDALL COUNTY COURTHOUSE

110 WEST MADISON STREET

YORKVILLE, IL 60560

December 27, 2022

Matt Kellogg, Kendall County Board Chair
Scott Koepfel, Kendall County Administrator

RE: Request for Amendment of Liquor Control Ordinance 2020-03

On October 18, 2022, the Kendall County Forest Preserve District's Board of Commissioners approved the following motion:

MOTION: Approval of the Submission of a Request to the Kendall County Liquor Control Commission to Amend the Liquor Control Ordinance 2020-03 to Include the Ken Pickerill Estate House and Grounds as an Added Venue Under the Class I Liquor License Provisions

Based on Commission's approval of this motion, please consider this memo the District's formal request to Kendall County to amend the Liquor Control Ordinance to add the Pickerill Estate House at Pickerill-Pigott Forest Preserve as an event venue for service of alcohol under the Class I liquor license provisions.

Sincerely,



David Guritz, Executive Director
Kendall County Forest Preserve District

Cc: Brian DeBolt, President
KCFPD Operations Committee

**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:
Pickerill-Pigott Estate 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 \$1250.00. 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. Designated Tables and chairs at Pickerill-Pigott Estate House may be used on the outdoor patio area.

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, Meadowhawk Lodge, or Pickerill-Pigott Estate House 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.

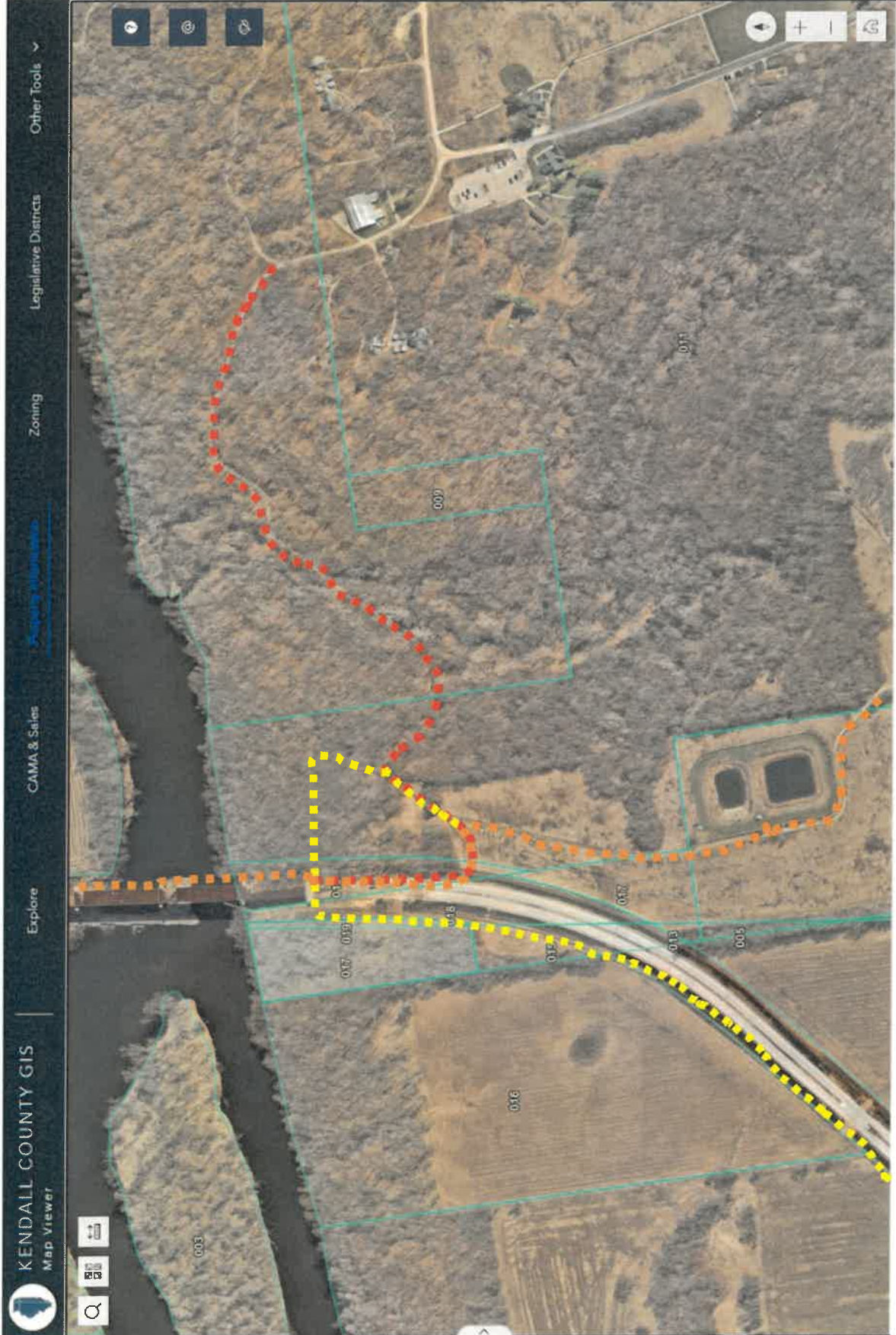
37. Authority:

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 GIS

Map Viewer

Other Tools

Legislative Districts

Zoning

CAMA & Sales

Explore

[Property Information](#)



017 018 019

009

016

012

015

017

013

014

011

003

Possible location of new turf trail going to Fox River Bluffs

Perhaps located right above storm sewer outlet, eliminating the need for a bridge???

Existing turf trail

PROPOSED HMA BIKE PATH LOCATION

HOOVER FOREST PRESERVE

ELDAMAIN

PIER 1

PR ELDAMAIN RC

PROPOSED FOX RIVER BRIDGE AND APPROX (SEE STRUCTURAL PLANS)

FOX RIVER

MATCH LINE STA 406 + 00

435

388

438

389

434

386

387

436

437

L-403-H00

