

**KENDALL COUNTY FOREST PRESERVE DISTRICT  
MEETING AGENDA**

**TUESDAY, JANUARY 17, 2023**

**9:00 AM**

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

- I. Call to Order
- II. Pledge of Allegiance
- III. Invocation
- IV. Roll Call
- V. Approval of Agenda
- VI. Public Comments
- VII. <sup>(1)</sup> **CONSENT AGENDA**
  - A. Approval of Minutes
    - Kendall County Forest Preserve District Commission Meeting of January 3, 2023
    - Kendall County Forest Preserve District Operations Committee Meeting of January 4, 2023
  - B. <sup>(1)</sup> Approval of Claims in the Amount of \$157,668.53
  - C. <sup>(1)</sup> **ORDINANCE #23-01-001**: Approval of a License Agreement Renewal with the Yorkville Athletic Association for use of the Ball Field, Pavilion and Turf Parking Area at Hoover Forest Preserve for \$2,400.00 per Year Extending From March 15, 2023 through July 31, 2023, including an Option for a Two-Year Extension
- VIII. **OLD BUSINESS**

*No items posted for consideration.*
- IX. **NEW BUSINESS**
  - A. **ORDINANCE #23-01-002**: An Ordinance Approving the Facility Use License Agreement General Terms and Conditions Forms for the Use of the Ken Pickerill Estate House and Pavilion effective January 17, 2023
- X. Public Comments
- XI. Executive Session
- XII. **OTHER ITEMS OF BUSINESS**

*No items posted for consideration.*
- XIII. Adjournment

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

**KENDALL COUNTY FOREST PRESERVE DISTRICT  
COMMISSION MEETING MINUTES  
JANUARY 03, 2023**

**I. Call to Order**

President DeBolt called the meeting to order at 6:24 pm in the Kendall County Office Building - Second Floor Board Meeting Rooms 209 and 210.

**II. Pledge of Allegiance**

The Pledge of Allegiance was recited at the Kendall County Board Meeting.

**III. Invocation**

An invocation was offered by Commissioner Gengler at the start of the Kendall County Board Meeting.

**IV. Roll Call**

X	Bachmann	X	Koukol
X	DeBolt		Peterson
X	Flowers	X	Rodriguez
X	Gengler	X	Shanley
X	Kellogg	X	Wormley

Roll call: Commissioners Bachmann, DeBolt, Flowers, Gengler, Kellogg, Koukol, Rodriguez, Shanley, and Wormley were all present.

**V. Approval of Agenda**

Commissioner Shanley made a motion to approve the agenda as presented. Seconded by Commissioner Gengler. Aye, all. Opposed, none.

**VI. Public Comment**

No public comments were offered from citizens in attendance.

**VII. CONSENT AGENDA**

**A. Approval of Minutes**

- Kendall County Forest Preserve District Commission Meeting of December 20, 2022
- Kendall County Forest Preserve District Finance Committee Meeting of December 29, 2022

**B. Approval of Claims in the Amount of \$7,941.06**

Commissioner Shanley made a motion to approve the Consent Agenda as presented. Seconded by Commissioner Bachmann.

Motion: Commissioner Shanley  
Second: Commissioner Bachmann

**Roll call: Consent Agenda**

<b>Commissioner</b>	<b>Aye</b>	<b>Opposed</b>	<b>Commissioner</b>	<b>Aye</b>	<b>Opposed</b>
Bachmann	X		Koukol	X	
DeBolt	X		Peterson		
Flowers	X		Rodriguez	X	
Gengler	X		Shanley	X	
Kellogg	X		Wormley	X	

Motion unanimously approved.

Roll call: Commissioners Bachmann, DeBolt, Flowers, Gengler, Kellogg, Koukol, Rodriguez, Shanley, and Wormley, aye. Opposed, none. Motion unanimously approved.

**VIII. OLD BUSINESS**

*No items posted for consideration.*

**IX. NEW BUSINESS**

*No items posted for consideration*

**X. Public Comments**

No public comments were offered from citizens in attendance.

**XI. Executive Session**

None.

**XII. Other Items of Business**

*No items posted for consideration*

**XIII. Adjournment**

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

Meeting adjourned at 6:29 pm.

Respectfully submitted,

Antoinette White  
Acting Director, Kendall County Forest Preserve District

**KENDALL COUNTY FOREST PRESERVE DISTRICT  
OPERATIONS COMMITTEE MEETING MINUTES  
JANUARY 4, 2023**

**I. Call to Order**

Commissioner Koukol called the meeting to order at 6:00 pm in the Kendall County Administrative Office Building – Kendall County Second Floor Board Meeting Rooms 209 and 210.

**II. Roll Call**

X	Bachmann	X	Koukol
	DeBolt		Peterson
X	Flowers	X	Rodriguez
X	Gengler		Shanley
	Kellogg		Wormly

Commissioners Bachmann, Flowers, Gengler, Koukol, and Rodriguez were all present.

**III. Approval of Agenda**

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

**IV. Public Comments**

No public comments were offered from citizens in attendance.

**V. Review of Financial Statements and Cost Center Reports through December 31, 2022**

Acting Director, Antoinette White, presented an overview of the financial statements and cost center reports through December 31, 2023.

**VI. MOTION: Approval to the Operations Committee Chair’s Appointment of Ruben Rodriguez as Vice-Chair of the Operations Committee**

Commissioner Koukol made a motion to approve the Operations Committee Chair’s appointment of Ruben Rodriguez as Vice-Chair of the Operations Committee. Seconded by Commissioner Flowers. Aye, all. Opposed, none.

**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)

Acting Director, Antoinette White presented a Special Use Permit for the Kendall County Emergency Management. University of Illinois Cooperative Extension Service withdrew their Special Use Permit from consideration. The extension service reported that their legal counsel denied authorization to enter into the license agreement as presented.

**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**

Commissioner Koukol made a motion to forward Ordinance #23-01-001 for renewal of the Yorkville Athletic Association – Yorkville Fury 2023 License Agreement to Commission for approval. Seconded by Commissioner Flowers. Aye, all. Opposed, none.

**IX. Grounds and Natural Resources Reports**

Acting Director, Antoinette White, presented updates on current grounds and natural resource projects.

**X. Other Items of Business**

**1. Illinois OSHA Complaint 1979559 Complaint and District Response**

Acting Director, Antoinette White presented the complaint, the District’s response letter received by Illinois OSHA, and the Illinois OSHA notification of closure of complaint 1979559.

**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

The Operations Committee discussed the Ken Pickerill Estate House Renovation Project updates.

**3. Hoover Forest Preserve – Eldamain Road Bridge Crossing and Trail Connection Configuration**

Acting Director, Antoinette White, presented updates on the Eldamain Road Bridge crossing and trail connection configurations.

**XI. Public Comments**

No public comments were offered from citizens in attendance.

**XII. Executive Session**

None.

### **XIII. Adjournment**

Commissioner Koukol made a motion to adjourn at 6:27 pm. Seconded by Commissioner Bachmann. Aye, all. Opposed, none.

Respectfully submitted,

Antoinette White  
Acting Director, Kendall County Forest Preserve District

# Claims Listing

1/11/2023 1:40:26 PM

Department	Vendor #	Vendor Name	Invoice #	Invoice Description	GL Account	Description	Invoice Amount	
Ellis Barn	1060	JOHN DEERE FINANCIAL	1113-41567011523	Ellis-De-Icer	19001161	68580	Grounds and Maintenance	\$32.99
							<b>Sub-Total</b>	<b>\$32.99</b>
						<b>Ellis Barn</b>	<b>Total</b>	<b>\$32.99</b>
Ellis Grounds	1323	MENARDS	61281	Ellis-ice melt, cable tie, lock	19001162	68580	Grounds and Maintenance	\$101.22
							<b>Sub-Total</b>	<b>\$101.22</b>
						<b>Ellis Grounds</b>	<b>Total</b>	<b>\$101.22</b>
Ellis House	51	SYNCB/AMAZON	11FV-TYQH-Q3HQ	Ellis-desk organizer, hanging file	19001160	62000	Office Supplies	\$98.48
							<b>Sub-Total</b>	<b>\$98.48</b>
124	BARRETT'S ECOWATER	0010381011523	Water Service-Ellis	19001160	68580	Grounds and Maintenance	\$47.25	
1091	K & K WELL DRILLING	33338	Ellis-Hydrogen Peroxide	19001160	68580	Grounds and Maintenance	\$74.00	
1323	MENARDS	60667	Spade bit, toggle bolts	19001160	68580	Grounds and Maintenance	\$13.90	
1323	MENARDS	61584	Ellis-ice melt, heater, cord, lightbulbs	19001160	68580	Grounds and Maintenance	\$90.85	

Ellis House	1323	MENARDS	61654	Ellis-air filters, tower heater	19001160	68580	Grounds and Maintenance	\$137.87
							<b>Sub-Total</b>	<b>\$363.87</b>
					<b>Ellis House</b>		<b>Total</b>	<b>\$462.35</b>
	51	SYNCB/AMAZON	1XXY-NRRY-TX6X	Ellis-Cat Food	19001164	63000	Animal Care & Supplies	\$30.79
	541	FIRST NATIONAL BANK OF OMAHA	3583Guritz2	Guritz Credit Card-Dec 2022	19001164	63000	Animal Care & Supplies	\$1,236.97
	541	FIRST NATIONAL BANK OF OMAHA	6660Vick1	Vick Credit Card-Dec 2022	19001164	63000	Animal Care & Supplies	\$68.28
							<b>Sub-Total</b>	<b>\$1,336.04</b>
	541	FIRST NATIONAL BANK OF OMAHA	6660Vick1	Vick Credit Card-Dec 2022	19001164	63020	Vet & Farrier	\$240.29
							<b>Sub-Total</b>	<b>\$240.29</b>
					<b>Ellis Riding Lessons</b>		<b>Total</b>	<b>\$1,576.33</b>
Environmental Educ. Natrl Beg.	51	SYNCB/AMAZON	1FX6-17F7-7JQH	NB Books	19001178	63030	Program Supplies	\$47.43
	51	SYNCB/AMAZON	1L6C-XTCG-7LYM	NB Books	19001178	63030	Program Supplies	\$61.19
	541	FIRST NATIONAL BANK OF OMAHA	3433Wiencke022	FNBO Wiencke Credit Card-Dec 2022	19001178	63030	Program Supplies	\$35.32
	1871	JESSICA VOSBURGH	01152023	Snake supplies, turtle food, dish soap-reimburse	19001178	63030	Program Supplies	\$81.36
							<b>Sub-Total</b>	<b>\$225.30</b>



Environmental Educ. Natr'l Beg.		3836	MEGAN STODDARD	NB Refund Jan 2023	Quarterly Payment Refund-Scholarship	19001178	63040	Security Deposit Refund	\$225.00
								<b>Sub-Total</b>	<b>\$225.00</b>
						<b>Environmental Educ. Natr'l Beg.</b>		<b>Total</b>	<b>\$450.30</b>
<b>Forest Preserve Director</b>		541	FIRST NATIONAL BANK OF OMAHA	3583Guritz12202 2	Guritz Credit Card-Dec 2022	190011	62000	Office Supplies	\$308.24
		541	FIRST NATIONAL BANK OF OMAHA	6931White12202 2	White Credit Card-Dec 2022	190011	62000	Office Supplies	\$28.18
		1304	MARCO TECHNOLOGIES, LLC	491172029-F	Copiers 12/28/22-1/28/23	190011	62000	Office Supplies	\$224.73
								<b>Sub-Total</b>	<b>\$561.15</b>
		541	FIRST NATIONAL BANK OF OMAHA	3583Guritz12202 2	Guritz Credit Card-Dec 2022	190011	62150	Contractual Services	\$378.00
								<b>Sub-Total</b>	<b>\$378.00</b>
		2047	COMED	11231661020115 23	ComEd Jay Woods	190011	63510	Electric	\$46.24
		2047	COMED	55147100050115 23	ComEd Harris Arena	190011	63510	Electric	\$26.07
		2047	COMED	55147110020115 23	ComEd Harris	190011	63510	Electric	\$95.12
		2047	COMED	92700716301152 3	ComEd Richard Young	190011	63510	Electric	\$23.26
								<b>Sub-Total</b>	<b>\$190.69</b>



107	AUTOMOTIVE SPECIALTIES INC	2011F350	Ellis truck repair	19001183	62160	Equipment	\$160.38
506	ELBURN NAPA, INC.	4860011523	Equipment and supplies-vehicles and equipment	19001183	62160	Equipment	\$126.73
1060	JOHN DEERE FINANCIAL	1111329745011523	Grounds Supplies and Equipment	19001183	62160	Equipment	\$213.60
1950	YORKVILLE ACE & RADIO SHACK	40051501152023	PVC, Propane, saw service kit, clamp	19001183	62160	Equipment	\$128.93
						<b>Sub-Total</b>	<b>\$1,074.04</b>
678	GRAINCO FS, INC.	134811601152023	Hoover-Fuel-Unleaded and Diesel	19001183	62180	Gasoline / Fuel / Oil	\$2,472.07
1153	KENDALL CO HIGHWAY DEPT	Dec2022Fuel	Dec 2022-Gas and Diesel	19001183	62180	Gasoline / Fuel / Oil	\$1,173.26
1950	YORKVILLE ACE & RADIO SHACK	40051501152023	PVC, Propane, saw service kit, clamp	19001183	62180	Gasoline / Fuel / Oil	\$69.97
						<b>Sub-Total</b>	<b>\$3,715.30</b>
1655	SERVICE SANITATION, INC	50-493234011523	Portable Restroom Services	19001183	63070	Refuse Pickup	\$270.75
						<b>Sub-Total</b>	<b>\$270.75</b>
1030	J & D DOOR SALES	115768	Roll Pin Repair-Harris	19001183	63110	Shop Supplies	\$160.00
1060	JOHN DEERE FINANCIAL	1111329745011523	Grounds Supplies and Equipment	19001183	63110	Shop Supplies	\$45.48
1323	MENARDS	61180	Grounds-Adapter, Cutter, Resin, brush	19001183	63110	Shop Supplies	\$110.17
1323	MENARDS	61718	Rake, Pail, Spout, Scrub Brush, clamp	19001183	63110	Shop Supplies	\$179.83
1950	YORKVILLE ACE & RADIO SHACK	40051501152023	PVC, Propane, saw service kit, clamp	19001183	63110	Shop Supplies	\$6.99
						<b>Sub-Total</b>	<b>\$502.47</b>

**Grounds and Natural Resources**



<b>Hoover</b>	1152	KENDALL PLUMBING & HEATING	99300500638- 2011523	Balance due from previous invoice	19001171 63120	Building Maintenance	\$89.00
	1323	MENARDS	62193	Menards-Hoover-litter, batteries, tarp, paint	19001171 63120	Building Maintenance	\$215.04
						<b>Sub-Total</b>	<b>\$304.04</b>
<b>Pickerill - Pigott</b>					<b>Hoover</b>	<b>Total</b>	<b>\$1,344.15</b>
	2047	COMED	55142280110115 23	ComEd Pickerill House	19001184 63100	Electric	\$1,035.94
	2047	COMED	55142290270115 23	ComEd Pickerill	19001184 63100	Electric	\$13.88
						<b>Sub-Total</b>	<b>\$1,049.82</b>
					<b>Pickerill - Pigott</b>	<b>Total</b>	<b>\$1,049.82</b>
						<b>Grand Total</b>	<b>\$157,668.53</b>

**ORDINANCE #23-01-001**

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](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 entirety who is not a party to this Agreement, or to acknowledge, establish or impose any legal duty to any third party. This Agreement does not create, acknowledge, or imply a joint league, joint function, joint venture, or joint enterprise between the Licensee and District.

#### 12. Liens

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

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

#### 13. General Provisions

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

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

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

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

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

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

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

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

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

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

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

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

Brian DeBolt, President  
Kendall County Forest Preserve District

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

Kurt Muell, President  
Yorkville Athletic Association (Yorkville Fury)



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

**WEEKDAYS (M-F)**

**March 13, 2023 – April 28, 2023**

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

**May 1, 2023 – June 30, 2023**

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

**WEEKENDS (SA-SU)**

**March 11, 2023 – June 24, 2023**

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, 2023 - July 16, 2023**

Licensee may schedule (or reschedule) an additional 15 weekday or weekend sessions  
between July 1, 2023 and July 17, 2023.

## 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.

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

**ORDINANCE NO. 23-01-002**

**A RESOLUTION APPROVING THE GENERAL TERMS AND CONDITIONS  
FOR THE LICENSING OF THE KEN PICKERILL ESTATE HOUSE AT  
PICKERILL-PIGOTT FOREST PRESERVE AND USE PERMITS INCLUDING  
EXTENDING AUTHORITY TO THE DISTRICT'S EXECUTIVE DIRECTOR TO  
APPROVE FACILITY LICENSE AGREEMENTS**

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

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

**WHEREAS**, the District is working to complete the renovation of the Ken Pickerill Estate House and construction of a new pavilion for certain day uses, programs and special events available for reservation and use by the general public, businesses, and not-for-profit entities for private events by applying for and securing a permit under the terms of the District's General Use Ordinance #02-01; and

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

**WHEREAS**, the District has prepared the License Terms and Conditions form for the Ken Pickerill Estate House and Pavilion; and

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

**NOW THEREFORE, BE IT RESOLVED** that the Kendall County Forest Preserve District Board of Commissioners hereby approves the "License Terms and Conditions" as provided in the attached Exhibit "A", for the respective use of the Ken Pickerill Estate House and Pavilion effective January 17, 2023.

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

Approved and adopted by the Kendall County Forest Preserve District Board of Commissioners this 17<sup>TH</sup> day of January, 2023.

Approved:

\_\_\_\_\_  
Brian DeBolt, President

Attest:

\_\_\_\_\_  
Seth Wormley, Secretary

# ORDINANCE #23-01-002

## EXHIBIT A

### FACILITY LICENSE AND PERMIT GENERAL TERMS AND CONDITIONS

Ken Pickerill Estate House and Pavilion

**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, Meadowhawk Lodge, and the Pickerill-Pigott Estate House.

**13. Smoking Policy:**

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

**14. Food Service:**

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

**15. Fires:**

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

**16. Parking:**

Motor vehicles and bicycles are restricted to roadways and designated parking areas only. Licensee may use the turf areas for additional event and trailer parking provided written approval

is received from the District. Any/all damaged turf or ruts caused by Licensee's event shall be repaired either by the Licensee, or at the Licensee's expense. Parking on grass and turf areas is otherwise prohibited.

**17. Pets:**

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

**18. Hunting and Fishing:**

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

**19. Decorations:**

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

**20. Inflatables and Tents:**

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

**21. Duty of Care:**

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

**22. Damages:**

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

**23. Limitation on Liability:**

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

**24. Right of Entry:**

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

**25. Indemnification:**

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