

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

**WEDNESDAY, MARCH 1, 2023
6:00 P.M.**

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

- I. Call to Order
- II. Roll Call: Dan Koukol, Chairman; Ruben Rodriguez, Vice-Chair; Zach Bachmann; Elizabeth Flowers, and Scott Gengler
- III. Approval of Agenda
- IV. Public Comments
- V. Review of Financial Statements and Cost Center Reports through February 28, 2023
- VI. Approval of Special Use Permits
 - A. Kendall County 2023 LEAD Youth Program (KC Sheriff's Office Deputy Dan Briars) – Harris Forest Preserve - June 23, July 21st from 9-12:30
 - B. Kendall County State's Attorney's Office Juvenile Justice Council and Kendall County CASA – SKY 5K Run at Hoover Forest Preserve – Saturday, April 22, 2023
 - C. University of Illinois Cooperative Extension Office: 1) Amended License Agreement Template, and 2) Request to Waive Fees and Charges
 - 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)
- VII. FY22 Audit Progress Report and Moody's Bond Rating
- VIII. Grounds and Natural Resources Reports
- IX. Environmental Education Reports
- X. Other Items of Business
 - 1) Ken Pickerill Estate House Renovation Project Updates
 - a) 02/16/23 Field Report
 - b) Change Orders Summary and Remaining Fund Contingencies
 - c) Kendall County Board – Approved ARPA Intergovernmental Agreement
 - 2) KCFPD Application for Employment (Amended)
- XI. Chairman's Report
- XII. Public Comments
- XIII. Executive Session
- XIV. Adjournment

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

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



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

Facility License Agreement

Permit #: 23-00043
Contract Date: 02/08/2023
Use Type: Education Program
Description: Education Program
Registrar: Julia Granholm
Phone: (630) 553-3939
Email: swiencke@co.kendall.il.us

Customer **Natural Beginnings**
Stefanie Wiencke
110 W. Madison St
Yorkville, IL 60560

Facility License Information

Location: Shelter 1 @ Harris Forest Preserve
 10460 Route 71
 Yorkville, IL 60560
Total Hours: 9.00

Date	Day	Time	Description	Qty	Unit	Rate	Total	Tax
6/23/2023	Fri	8:00 AM - 12:30 PM	Shelter Flat (Head Count: 50)	1.00	Each	\$0.00	\$0.00	\$0.00
7/21/2023	Fri	8:00 AM - 12:30 PM	Shelter Flat (Head Count: 50)	1.00	Each	\$0.00	\$0.00	\$0.00

No alcohol allowed.
 Shelters 1 & 4

Facility License Information

Location: Shelter 4 @ Harris Forest Preserve
 10460 Route 71
 Yorkville, IL 60560
Total Hours: 9.00

Date	Day	Time	Description	Qty	Unit	Rate	Total	Tax
6/23/2023	Fri	8:00 AM - 12:30 PM	Shelter Flat (Head Count: 50)	1.00	Each	\$0.00	\$0.00	\$0.00
7/21/2023	Fri	8:00 AM - 12:30 PM	Shelter Flat (Head Count: 50)	1.00	Each	\$0.00	\$0.00	\$0.00

No alcohol allowed.
 Shelters 1 & 4

Total Hours	18.00
Total Fees	\$0.00
Total Sec Dep	\$0.00
Total Tax	\$0.00
Rental Total	\$0.00

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: _____

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

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

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

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

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

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

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

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

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

Applicant Information: Kendall County Sheriff's Office
Event Name: Law Enforcement Engaging in Activities Developing Youth
(LEAD Youth Summer Camp)
Contact Person: Deputy Dan Briars

Address:
County: Kendall
Street: 1102 Cornell Ln
City: Yorkville
State: IL
Zip Code: 60560

Contact Information:
Telephone (Home) 630-553-7500 X1133
Telephone (Cell) 630-465-2067
E-Mail: dbriars@kendallcountyil.gov

Special Event Information:
Name of Forest Preserve: Harris F.P.
Event Date: June 23rd and July 21st
Estimated Attendance: 30 children and approximately 5 adults
Arrival Time (includes set-up): 9:00-9:30 AM
Departure Time (includes take down): 12:30-1:00 PM

Will this Special Event include:

A = \$ 75.00

Yes

No

1. The use of temporary structures?

2. Collecting/Charging an entrance or registration fee?

3. Selling concessions/food?

4. Selling goods and services?

5. Electronically amplified sound?

B = \$200.00

Yes

No

6. Business uses in preserve?

7. Group larger than 250 people?

8. Extensive use of grounds?

C= \$300.00

Yes

No

9. Extensive Use of staff time?

10. Closes and/or limits part(s) of preserve to other users?

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

Applicant's Signature: _____

Date: _____

Special Event Agreement

Kendall County Forest Preserve District

The Kendall County Forest Preserve District (District) and _____
(Permittee) agree to the following:

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

Kendall County Forest Preserve District:

Signed: _____, Executive Director / President

Permittee: _____

Signed: _____

Date: _____



How you Can Help?

LEAD Youth's summer camp program requires funding for transportation, food & beverage, activity supplies, and more.

Consider Becoming a Sponsor!

Level 1 Package

- Website Recognition
- Goodie Bag Entry

\$100-249



Level 2 Package

- Website Recognition
- Goodie Bag Entry
- Social Media Recognition

\$250-499



Level 3 Package

- Website Recognition
- Goodie Bag Entry
- Social Media Recognition
- T-Shirt Recognition

\$500+



Do you have other resources that could help? Share them with us!

***Website and social media recognition will be made by Fox Valley Family YMCA and shared by local law enforcement accounts when applicable.**



What is LEAD YOUTH?

Law enforcement officers nominate local youth to participate in a free week-long Summer Camp. The goal of this program is to foster teamwork, enforce citizenship, and provide opportunities to interact with law enforcement officers and caring adult mentors.



Who is Lead Youth?

We are 5 local police departments in partnership with the Fox Valley Family YMCA working together to cultivate positive relationships and interactions between police officers and the children in the communities they serve.



L.E.A.D. YOUTH

LAW ENFORCEMENT ENGAGING IN ACTIVITIES DEVELOPING YOUTH

Mission: To promote positive relationships between law enforcement and youth through community based educational programs and recreational opportunities.

The L.E.A.D. Youth program is an initiative of local police departments in partnership with the Fox Valley Family YMCA designed to cultivate positive relationships and interactions between police officers and the children in the communities they serve. We believe that through nonconfrontational, student-appealing enrichment programs, students and officers can create a bond that will empower youth to make responsible life choices.

L.E.A.D. Youth offers children programs and special events that foster teamwork, enforce citizenship, and provide the opportunities to work with law enforcement officers and caring adult mentors.





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

Facility Rental Contract

Page 1 of 1

Permit #: 22-00223
Contract Date: 08/31/2022
Use Type: Other
Description: SKY 5K Run
Registrar: Julia Granholm
Phone: (630) 553-9251 / (630) 553-4162
Email: bkarales@hotmail.com

Customer
Kendall County Juvenile Justice
Brenda Karales
13307 Budd Road
Yorkville, IL 60560

Rental Information

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

Total Hours: 20.00

Date	Day	Time	Description	Qty	Unit	Rate	Total	Tax
4/21/2023	Fri	7:00 AM - 9:00 PM	Meadowhawk Lodge - Hourly - Weekday Hourly	14.00	Hours	\$0.00	\$0.00	\$0.00
4/22/2023	Sat	7:00 AM - 1:00 PM	Meadowhawk Lodge - Hourly - Weekend Hourly	6.00	Hours	\$0.00	\$0.00	\$0.00

No glass bottles allowed.

Total Hours	20.00
Total Fees	\$0.00
Total Sec Dep	\$0.00
Total Tax	\$0.00
Rental Total	\$0.00

Rental 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.

Kendall County Juvenile Justice Council SKY 5K
Saturday, April 22, 2023
Hoover Forest Preserve

Meadowhawk Lodge	
Friday, April 21, 7am-9pm	
\$90/hour x 10 hours	\$900.00
Saturday, April 22, 7am-1pm	
\$90/hour x 6 hours	\$540.00
Special Use Permit Fees	\$300.00
Total Fees to be waived	\$1,740.00

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

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

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

1. Nature of Agreement:

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

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

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

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

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

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

3. Cancellation:

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

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

4. Evidence of Insurance:

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

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

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

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

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

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

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

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

Additional Insured Status

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

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

Primary Coverage

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

Waiver of Subrogation

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

Acceptability of Insurers

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

Verification of Coverage

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

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

5. Limited License:

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

6. Caterers:

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

7. Set-up/Clean-up:

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

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

8. "As is" Property:

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

9. Hazardous Materials:

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

10. Pyrotechnics:

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

11. Horses:

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

12. Alcohol Policy:

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

13. Smoking Policy:

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

14. Food Service:

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

15. Fires:

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

16. Parking:

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

17. Pets:

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

18. Hunting and Fishing:

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

19. Decorations:

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

20. Inflatables and Tents:

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

21. Duty of Care:

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

22. Damages:

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

23. Limitation on Liability:

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

24. Right of Entry:

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

25. Indemnification:

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

26. Anti-Discrimination Compliance:

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

27. Conflict of Interest:

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

28. Assignment:

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

29. No Joint Venture:

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

30. Legal Compliance:

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

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

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

33. Severability:

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

34. Waiver:

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

35. Notice:

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

Forest Preserve, send to:

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

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

36. Entire Agreement:

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

37. Authority:

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

Licensee:

By: _____

Date: _____

Special Events Policy Kendall County Forest Preserve District

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

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

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

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

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

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

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

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

Applicant Information: Kendall County State's Attorney's Office – Kendall County
CASA (Court Appointed Special Advocate)
Event Name: Supporting Kendall Youth (SKY) – 5K Run
Contact Person: ASA Brenda Karales and Amy McNamara, Exec. Dir. - CASA

Address:

County: Kendall
Street: 807 John St - #50B
City: Yorkville
State: IL
Zip Code: 60560

Contact Information:

Telephone (Office) 630-553-4157 (BK) / 630.553.8660 (AM)
Telephone (Cell)
E-Mail: bkarales@kendallcountyil.gov /
amcnamara@kendallcountyil.gov

Special Event Information:

Name of Forest Preserve: Hoover Forest Preserve
Event Date: April 21, 2023 to April 22, 2023
Estimated Attendance: Up to 150
Arrival Time (includes set-up): *Included in Attached Facility Rental Contract
#22-00223
7:00 AM on April 21, 2023*
Departure Time (includes take down): 1:00 PM on April 22, 2023

Will this Special Event include:

A = \$ 75.00

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

B = \$200.00

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

C= \$300.00

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

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

District staff recommendation: Waive all fees and charges as presented to the KCFPD Operations Committee on March 1, 2023.

Date: February 23, 2023

Special Event Agreement
Kendall County Forest Preserve District

The Kendall County Forest Preserve District (District); Kendall County State's Attorney's Office and Kendall County CASA (Permittee) agree to the following:

1. The Permittee shall meet the following insurance requirements (if applicable):
 - A. Permittee shall have general liability coverage of \$1,000,000 per occurrence.
 - B. Certificates of Insurance must state the following: The Kendall County Forest Preserve District is an additional insured on a primary and non-contributory basis.
2. The Permittee shall pay the District \$0.00 for this approved Special Event Permit. Payment is due upon approval of permit.
3. The Permittee agrees to indemnify and hold harmless the District against any and all claims, losses, suits, and damages against the District arising, directly or indirectly out of the use of District premises or performance of this Special Event Agreement, specifically including claims resulting from any act or omission of the Permittee and the District, individually, and/or jointly and severally.
4. If concessions/food is to be sold at the Special Event, the vendors must comply with all requirements and regulations of the Illinois Department of Health and/or other governmental bodies having control over such vending operations, including the Kendall County Health and Human Services Department. The vendor shall possess all food and beverage dispensing licenses, taxes, and permits that are required by law.
5. The Permittee shall limit the Special Event activities to those described in the Special Use Permit Application.
6. The Permittee shall follow all District rules and regulations (see attached).
7. The Special Event Permit and the Permittee shall be present on-site at the Special Event.
8. The attached Facility Rental Contract shall be a part of the Special Event Agreement.

Kendall County Forest Preserve District:

Signed: David Guritz, Executive Director

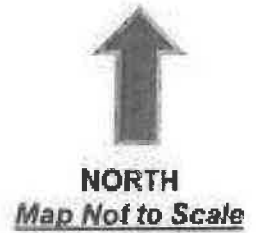
Permittee: Kendall County State's Attorney's Office / Kendall County CASA

Date: February 23, 2023

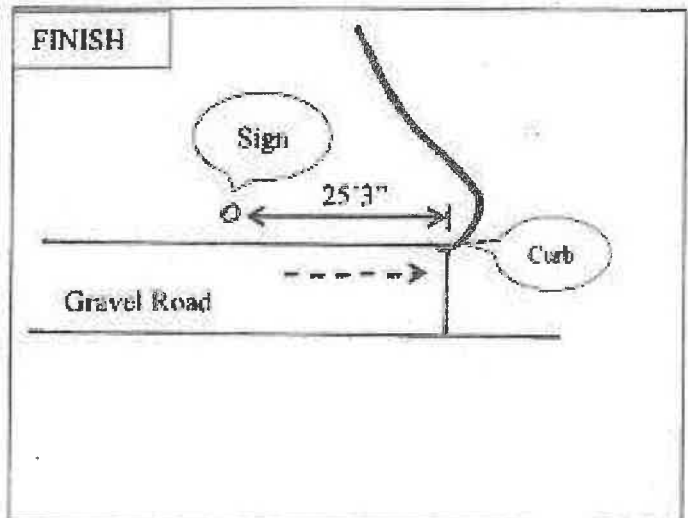
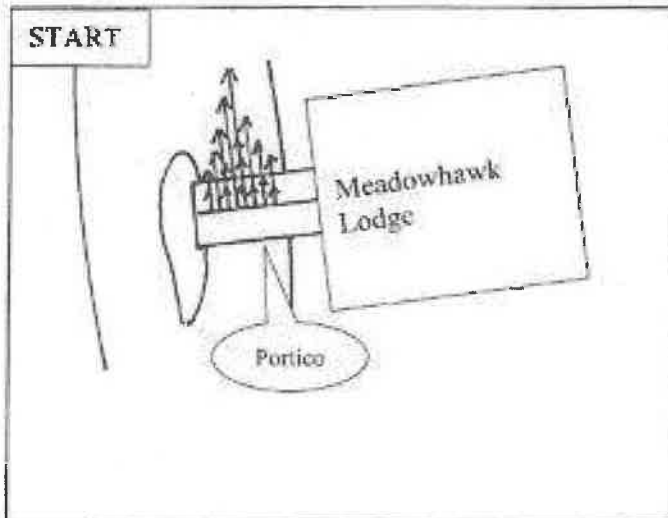
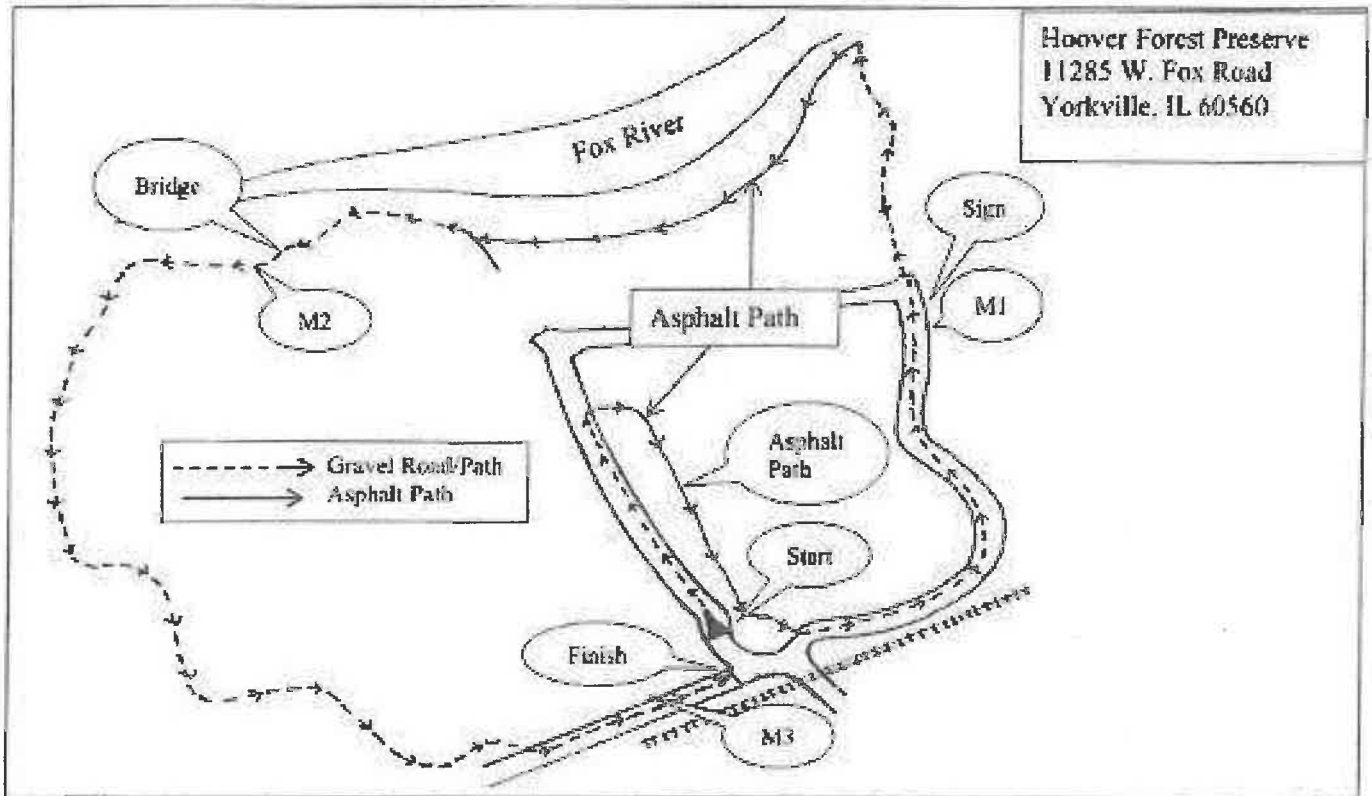
Exhibit A – SKY 5K Route Map



S.K.Y. 5k
 5 km
 Yorkville, Illinois
 USATF Certificate # IL16015WR
 Effective April 15, 2016 – Dec 31, 2026



- START:** Center of walkway under Portico to Meadowhawk Lodge (see detail)
- 1 Mile:** East side of road 33'6" south of Trail Sign
- 2 Mile:** North edge of road 90' west of trail sign post west of wooden bridge
- 3 Mile:** South edge of road 51'5" west of chain gate
- Finish:** North curb of road 25'3" east of red "Authorized Vehicles Only" sign
- Measured by Winston Rasmussen April 12, 2016 (w.rasmussen@comcast.net)





KENDAL0001

SSHOCK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/16/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: Alliant Insurance Services, Inc. 701 B St 6th Fl San Diego, CA 92101
INSURED: Kendall County 111 West Fox Street Yorkville, IL 60560
CONTACT NAME:
PHONE (A/C, No, Ext): (619) 238-1828
FAX (A/C, No):
E-MAIL ADDRESS:
INSURER(S) AFFORDING COVERAGE: INSURER A: Illinois Counties Risk Management Trust NAIC #: 00000

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSD, WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation and Employers' Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) RE: April 22nd, 2023- Hoover Forest Preserve

The following is included as Additional Insured with respect to the General Liability when required by written contract: Kendall County Forest Preserve District.

CERTIFICATE HOLDER: Kendall County Forest Preserve District 110 Madison Street Yorkville, IL 60560
CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/20/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

Producer MICHAEL SHEPARD 133 E VAN EMMON ST YORKVILLE, IL 60560-1552	CONTACT NAME MICHAEL SHEPARD PHONE (A/C, No, Ext): (630) 553-8909 FAX (A/C, No): E-MAIL ADDRESS: <table style="width: 100%;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: SHELTER MUTUAL INSURANCE COMPANY</td> <td style="text-align: center;">23388</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: SHELTER MUTUAL INSURANCE COMPANY	23388	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: SHELTER MUTUAL INSURANCE COMPANY	23388														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
Insured KENDALL COUNTY CASA 301 E VAN EMMON ST YORKVILLE, IL 60560-1556															

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSD LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X		12-31-10819352-3	10/04/2022	10/04/2023	<table style="width: 100%;"> <tr> <td>EACH OCCURRENCE</td> <td style="text-align: right;">\$ 1,000,000</td> </tr> <tr> <td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td> <td style="text-align: right;">\$ 100,000</td> </tr> <tr> <td>MED EXP (Any one person)</td> <td style="text-align: right;">\$ 5,000</td> </tr> <tr> <td>PERSONAL & ADV INJURY</td> <td style="text-align: right;">\$ 1,000,000</td> </tr> <tr> <td>GENERAL AGGREGATE</td> <td style="text-align: right;">\$ 2,000,000</td> </tr> <tr> <td>PRODUCTS - COMP/OP AGG</td> <td style="text-align: right;">\$ Included</td> </tr> <tr> <td></td> <td style="text-align: right;">\$</td> </tr> </table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ Included		\$
EACH OCCURRENCE	\$ 1,000,000																				
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000																				
MED EXP (Any one person)	\$ 5,000																				
PERSONAL & ADV INJURY	\$ 1,000,000																				
GENERAL AGGREGATE	\$ 2,000,000																				
PRODUCTS - COMP/OP AGG	\$ Included																				
	\$																				
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/>						<table style="width: 100%;"> <tr> <td>COMBINED SINGLE LIMIT (Ea accident)</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>BODILY INJURY (Per person)</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>BODILY INJURY (Per accident)</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>PROPERTY DAMAGE (Per accident)</td> <td style="text-align: right;">\$</td> </tr> <tr> <td></td> <td style="text-align: right;">\$</td> </tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
COMBINED SINGLE LIMIT (Ea accident)	\$																				
BODILY INJURY (Per person)	\$																				
BODILY INJURY (Per accident)	\$																				
PROPERTY DAMAGE (Per accident)	\$																				
	\$																				
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						<table style="width: 100%;"> <tr> <td>EACH OCCURRENCE</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>AGGREGATE</td> <td style="text-align: right;">\$</td> </tr> <tr> <td></td> <td style="text-align: right;">\$</td> </tr> </table>	EACH OCCURRENCE	\$	AGGREGATE	\$		\$								
EACH OCCURRENCE	\$																				
AGGREGATE	\$																				
	\$																				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below						<table style="width: 100%;"> <tr> <td><input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>E.E. DISEASE - EA EMPLOYEE</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td style="text-align: right;">\$</td> </tr> </table>	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	\$	E.L. EACH ACCIDENT	\$	E.E. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$						
<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	\$																				
E.L. EACH ACCIDENT	\$																				
E.E. DISEASE - EA EMPLOYEE	\$																				
E.L. DISEASE - POLICY LIMIT	\$																				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER KENDALL COUNTY FOREST PRESERVE 11285 FOX RD YORKVILLE, IL 60560-9535	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--



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 **Total Hours:** 11.00
 10460 Route 71
 Yorkville, IL 60560

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 **Total Hours:** 11.00
 10460 Route 71
 Yorkville, IL 60560

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 **Total Hours:** 4.00
 11285 Fox Road
 Yorkville, IL 60560

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



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

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

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:

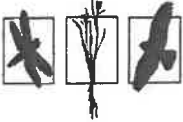
Shelters:

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



Kendall County Forest Preserve District OVERNIGHT LICENSE AGREEMENT REQUEST FORM

Office Use Only

Permit # _____

Date Submitted _____

Issue Date _____

Instructions

- This form is to be completed in its entirety and can be faxed to 630-553-4023 or sent by e-mail to: kcforest@kendallcountvil.gov
- Overnight License Requests are required at least two weeks in advance of requested event date.
- The License Request form will be entered into our reservation calendar and copy of the License Agreement form is scanned to your e-mail for signature.
- **Kendall County Forest Preserve District must be in receipt of the signed License Agreement form and the refundable security deposit for the reservation to be considered secure.**
- **Full License fee is required 30 calendar days prior to your event date.**
- Bunkhouse Security Deposits are \$100.00 for each bunkhouse rental.
- Primitive Cabins are included in the bunkhouse License fee. Please indicate use below.

Licensee Information *(Licensee must be 21 or older to enter into a License Agreement)*

Name The Board of Trustees of the University of Illinois on Behalf of the Office of Extension and Outreach
 Street Address 7775B State Route 47
 City Yorkville State IL Zip 60560 Kendall Resident? Yes No
 Phone # (two numbers are required) Cell: 630-267-9542 Other: 630-553-5823
 E-mail: keisnaug@illinois.edu

Requested Site *(please check)*

Bunkhouse: Kingfisher Moonseed Blazing Star Primitive Cabins Requested
 Group Campsite: Site A Site B Site C (Blazing Star & Moonseed only)
 Family Campsite: *Site will be assigned at check-in*

Requested Date

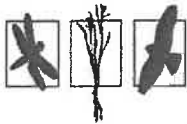
Event Date & Time: 05/19/2023 3pm Check-in: **between 3:00 pm and 8:00 pm**
 (No early check-in's)
 Departure Date & Time: 05/20/2023 12 noon Check-out: **12:00 pm Noon**
 (Late check-out fee will be applied)
 Number of People: 20-30
Bunkhouses: max limit: 32 ppl Primitive Cabins: 16 ppl Group Sites: 30 ppl Family Sites: 6 ppl
 Additional Daytime guests? no

Type of Group: *please check:* Family Organization Church Scout Troop
Non-family events require Certificate of Insurance

Name of Event *(Scout troops: please indicate Pack or Troop Number & Council)*
Outdoor Adventures 4-H SPIN Club overnight

Firewood: *Must be purchased from the Forest Preserve. (Collection from grounds or brought from outside is prohibited. Each bundle contains 30 pieces)*

Number of bundles requested: 2 bundles Firewood: \$25.00 / bundle



Kendall County Forest Preserve District

SHELTER & CONFERENCE ROOM LICENSE AGREEMENT REQUEST FORM

Office Use Only
 Permit # _____
 Date Submitted _____
 Issue Date _____

Instructions

- This form is to be completed in its entirety and can be faxed to 630-553-4023 or sent by e-mail to: kforest@kendallcountvil.gov
- Shelter & Conference Room Requests are required thirty (30) days in advance of requested event date.
- The License Request form will be entered into our reservation calendar and copy of the License Agreement form is scanned to your e-mail for signature.
- Kendall County Forest Preserve District must be in receipt of the signed License Agreement form for the reservation to be considered secure.
- Full License fee is required two weeks prior to your event date.
- Meeting Room reservations require a \$100.00 security deposit.

Licensee Information *(Licensee must be 21 or older to enter into a License Agreement)*

Name The Board of Trustees of the University of Illinois on behalf of the Office of Extension + Outreach
 Street Address 7775 B State Route 47
 City Yorkville State IL Zip 60560 Kendall Resident? Yes No
 Phone # (two numbers are required) Cell: 630-267-9542 other: 630-553-5823
 E-mail: keisnaug@illinois.edu

Requested Site

—Hawver Moonseed place—

Harris Forest Preserve: Shelter 1* Shelter 2 Shelter 4* Shelter 7
144 people 80 people 80 people 80 people

*Fireplace available at Shelters 1 and 4

Richard Young*: 56 people *Fire pit available
 Jay Woods: 80 people
 Pickerill-Pigott: 80 people
 Historic Courthouse: East Wing Conf. Room
70 people

Requested Date

Outdoor Cooking

Event Date: April 26, 2023 Preserves are available at 9:00 am

Time Requested: 3pm to 7pm Gates are closed at sunset; departure time required at least 30 minutes prior

Number of People: 20 \$25.00 fee applied for 100+ people

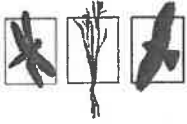
Type of Group: please circle: Family, Organization, Church, School, Scout, etc.
Non-family events require Certificate of Insurance

Name of Event *(Scout troops: please indicate Pack or Troop Number & Council)*

Outdoor Cooking w/ Outdoor Adventures SPIN Club

Firewood: Must be purchased from the Forest Preserve. (Collection from grounds or brought from outside is prohibited. Bundles contain approximately 30 pieces)

Number of bundles requested: 2 bundles Firewood: \$25.00 / bundle



Kendall County Forest Preserve District

SHELTER & CONFERENCE ROOM LICENSE AGREEMENT REQUEST FORM

Office Use Only
 Permit # _____
 Date Submitted _____
 Issue Date _____

Instructions

- This form is to be completed in its entirety and can be faxed to 630-553-4023 or sent by e-mail to: kcforest@kendallcountyil.gov
- Shelter & Conference Room Requests are required thirty (30) days in advance of requested event date.
- The License Request form will be entered into our reservation calendar and copy of the License Agreement form is scanned to your e-mail for signature.
- Kendall County Forest Preserve District must be in receipt of the signed License Agreement form for the reservation to be considered secure.
- Full License fee is required two weeks prior to your event date.
- Meeting Room reservations require a \$100.00 security deposit.

Licensee Information (Licensee must be 21 or older to enter into a License Agreement)

Name Board of Trustees of the University of Illinois on behalf of the office of Extension + Outreach
 Street Address 7775 B State Rt 47
 City Yorkville State IL Zip 60560 Kendall Resident? Yes No
 Phone # (two numbers are required) Cell: 630-267-9942 Other: 630-553-5822
 E-mail: keisnaw@illinois.edu

Requested Site

Harris Forest Preserve: Shelter 1* 144 people Shelter 2 80 people Shelter 4* 80 people Shelter 7 80 people annex stand
 *Fireplace available at Shelters 1 and 4
 Richard Young*: 56 people *Fire pit available
 Jay Woods: 80 people
 Pickerill-Pigott: 80 people
 Historic Courthouse: East Wing Conf. Room 70 people

Horse Arena Harris
request canopy pop up on site
On hill + by annex stand
Food served - not for sale

Requested Date

Event Date: July 15, 2023 Preserves are available at 9:00 am
 Time Requested: 8am to dusk Gates are closed at sunset; departure time required at least 30 minutes prior
 Number of People: 25-35 \$25.00 fee applied for 100+ people

Type of Group: please circle: Organization Family, Organization, Church, School, Scout, etc.
 Non-family events require Certificate of Insurance

Name of Event (Scout troops: please indicate Pack or Troop Number & Council)

Kendall County 4H English + Western + Breeding Horse Show

Firewood: Must be purchased from the Forest Preserve. (Collection from grounds or brought from outside is prohibited. Bundles contain approximately 30 pieces)

Number of bundles requested: NA Firewood: \$25.00 / bundle



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

The Board of Trustees of the University of Illinois for its ¹

Customer ² of I on behalf of KC Ext
Kim Eisnaugle
7775 B State Route 47
Yorkville, IL 60560

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

Facility License Information

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

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	\$1000.00	\$1000.00	\$0.00

No alcohol allowed. *\$0 total - fees waived for Illinois Extension*
 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 **Total Hours:** 11.00
10460 Route 71
Yorkville, IL 60560

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	\$1000.00	\$0.00
Firewood			\$600.00	\$0.00

No alcohol allowed. *\$0 total - fees waived for Illinois Extension*
 2 bundles of firewood requested
 Primitive Cabins Requested

Facility License Information


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

Date	Day	Time	Description	Qty	Unit	Rate	Total	Tax
4/26/2023	Wed	3:00 PM - 7:00 PM	Shelter Flat	1.00	Each	\$1000.00	\$1000.00	\$0.00


2 bundles of firewood requested *\$0 total - fees waived for Illinois Extension*

Summary of Comments on U5_- _Kendall_County_Forest_Preserve_District_- _3_facility_license_agreements (002).pdf

Page: 1

 Number: 1 Author: jennylh Subject: Callout Date: 2/3/2023 11:06:55 AM

The Board of Trustees of the University of Illinois for its

 Number: 2 Author: jennylh Subject: Cross-Out Date: 2/3/2023 11:06:58 AM



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

Facility License Agreement

Permit #: 22-00336 Page 2 of 16
Customer: U of I on behalf of KC Ext - Kim Eisnaugle

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

\$0 total - fees waived for Illinois Extension

Total Hours	26.00
Total Fees	\$100.00
Total Sec Dep	\$100.00
Total Tax	\$0.00
Rental Total	\$0.00 \$500.00

\$0 total - fees waived for Illinois Extension

Facility License Terms and Conditions

Permittee has read, signed and agrees to all enclosed documentation. ¹ ~~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

The Board of Trustees of the University of Illinois ²

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

Number: 1 Author: jennylh Subject: Cross-Out Date: 2/3/2023 11:12:50 AM

As an instrumentality of the State of Illinois, the University may not enter into unqualified indemnification agreements. Although the extent to which the University can assume liability varies under the specific circumstances of each contract, in short, the University cannot enter into an indemnity agreement committing the state to pay a potential debt that is not covered by legislative appropriation, University funds currently on hand and set aside for the purpose, insurance, or an authorized debt instrument. Even without an indemnity obligation, the University will be responsible under the law for damages it causes the other party. However we cannot agree to assume the unpredictable, unlimited and unfunded liabilities of others through contractual indemnity.

Number: 2 Author: jennylh Subject: Callout Date: 2/3/2023 10:51:46 AM

The Board of Trustees of the University of Illinois



Facility License Agreement

Permit #: 22-00336

Page 3 of 16

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

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

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.

4 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 8 by right to subrogation which 9 by 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 10 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 11 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 12 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. 13 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.

Page: 3

-
- Number: 1 Author: ncjacksn Subject: Line Date: 2/7/2023 3:37:39 PM
-
- Number: 2 Author: ncjacksn Subject: Line Date: 2/7/2023 4:09:47 PM
If Forest Preserve rejects this edit, The extension unit is responsible for contacting Risk Management for verification and notifying the Forest Preserve.
-
- ☰ Number: 3 Author: ncjacksn Subject: Typewritten Text Date: 2/7/2023 3:37:30 PM
public
-
- ☑ Number: 4 Author: jennyh Subject: Highlight Date: 2/3/2023 3:35:57 PM
RISK: This would apply
- Number: 5 Author: ncjacksn Subject: Line Date: 2/7/2023 3:58:19 PM
-
- ☰ Number: 6 Author: ncjacksn Subject: Typewritten Text Date: 2/7/2023 4:03:00 PM
or its equivalent
-
- Number: 7 Author: ncjacksn Subject: Line Date: 2/7/2023 4:11:32 PM
-
- ☒ Number: 8 Author: ncjacksn Subject: Cross-Out Date: 2/7/2023 4:00:10 PM
-
- ☒ Number: 9 Author: ncjacksn Subject: Cross-Out Date: 2/7/2023 4:00:35 PM
-
- ☒ Number: 10 Author: ncjacksn Subject: Cross-Out Date: 2/7/2023 3:53:26 PM
-
- ☒ Number: 11 Author: ncjacksn Subject: Cross-Out Date: 2/7/2023 3:53:51 PM
-
- ☒ Number: 12 Author: ncjacksn Subject: Cross-Out Date: 2/7/2023 3:54:18 PM
-
- ☒ Number: 13 Author: ncjacksn Subject: Cross-Out Date: 2/7/2023 3:54:53 PM
-



Facility License Agreement

Permit #: 22-00336

Page 4 of 16

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

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

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:



Facility License Agreement

Permit #: 22-00336

Page 5 of 16

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

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

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.

may be ¹

22. Damages:

Licensee ² 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

☰ Number: 1 Author: jennylh Subject: Typewritten Text Date: 2/3/2023 10:55:52 AM
may be

✍ Number: 2 Author: jennylh Subject: Line Date: 2/3/2023 10:55:34 AM

☒ Number: 3 Author: jennylh Subject: Cross-Out Date: 2/3/2023 10:55:25 AM

☒ Number: 4 Author: jennylh Subject: Cross-Out Date: 2/3/2023 10:58:31 AM

☒ Number: 5 Author: jennylh Subject: Cross-Out Date: 2/3/2023 10:58:26 AM

As an instrumentality of the State of Illinois, the University may not enter into unqualified indemnification agreements. Although the extent to which the University can assume liability varies under the specific circumstances of each contract, in short, the University cannot enter into an indemnity agreement committing the state to pay a potential debt that is not covered by legislative appropriation, University funds currently on hand and set aside for the purpose, insurance, or an authorized debt instrument. Even without an indemnity obligation, the University will be responsible under the law for damages it causes the other party. However we cannot agree to assume the unpredictable, unlimited and unfunded liabilities of others through contractual indemnity.



Facility License Agreement

Permit #: 22-00336 Page 6 of 16
Customer: U of I on behalf of KC Ext - Kim Eisnaugle

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

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.~~ Neither Party may assign this Agreement without the written permission of the other Party.

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 may be 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. All Legal notices to the Licensee must be sent to ⁷the Board of Trustees of the University of Illinois ⁸
Attn: Secretary of the Board
352 Henry Administration Building
506 South Wright Street
Urbana, IL 61801

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)

Page: 6

-
- Number: 1 Author: jennylh Subject: Cross-Out Date: 2/3/2023 10:58:44 AM
-
- Number: 2 Author: jennylh Subject: Typewritten Text Date: 2/3/2023 10:59:56 AM
Neither Party may assign this Agreement without the written permission of the other Party.
-
- Number: 3 Author: jennylh Subject: Cross-Out Date: 2/3/2023 11:03:16 AM
-
- Number: 4 Author: jennylh Subject: Typewritten Text Date: 2/3/2023 11:01:19 AM
may
-
- Number: 5 Author: jennylh Subject: Cross-Out Date: 2/3/2023 10:59:59 AM
-
- Number: 6 Author: jennylh Subject: Cross-Out Date: 2/3/2023 11:00:44 AM
-
- Number: 7 Author: jennylh Subject: Typewritten Text Date: 2/3/2023 11:02:06 AM
All Legal notices to the Licensee must be sent to:
-
- Number: 8 Author: jennylh Subject: Typewritten Text Date: 2/3/2023 11:02:20 AM
The Board of Trustees of the University of Illinois
Attn: Secretary of the Board
352 Henry Administration Building
506 South Wright Street
Urbana, IL 61801



Facility License Agreement

Permit #: 22-00336

Page 7 of 16

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

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

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



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

Facility License Agreement

Permit #: 22-00336

Page 8 of 16

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

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

Primary Coverage

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

Waiver of Subrogation

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

Acceptability of Insurers

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

Verification of Coverage

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

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

5. Limited License:

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

6. Caterers:

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

7. Set-up/Clean-up:

The Licensee is responsible for the set-up, take down, and clean-up of the areas which they use during their Event Date(s), unless otherwise paid for as indicated in Page 1 of the License Contract. After the event, Licensee must leave area clean by placing all garbage in the trash and recyclable receptacles and returning tables/chairs to their original positions. Tables inside enclosed buildings may not be moved outside unless specific permission is granted by the Forest Preserve. Set up, take down and clean up time is included in the requested contract time period noted on Page 1 of the License Contract. Should the Licensee require more time to complete cleanup activities following the event, any additional time required will be deducted from the security deposit in thirty (30) and sixty (60) minute increments in accordance with the hourly use schedule for that facility.

8. "As is" Property:

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

9. Hazardous Materials:

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



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

Facility License Agreement		
Permit #:	22-00336	Page 9 of 16
Customer:	U of I on behalf of KC Ext - Kim Eisnaugle	

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.



Facility License Agreement

Permit #: 22-00336

Page 10 of 16

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

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

Facility License Agreement

Permit #: 22-00336

Page 11 of 16

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

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:



Facility License Agreement

Permit #: 22-00336 Page 12 of 16
Customer: U of I on behalf of KC Ext - Kim Eisnaugle

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

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:



Facility License Agreement

Permit #: 22-00336

Page 13 of 16

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

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

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.



Facility License Agreement

Permit #: 22-00336

Page 14 of 16

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

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:



Facility License Agreement

Permit #: 22-00336

Page 15 of 16

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

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

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

26. Limitation on Liability:

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

27. Right of Entry:

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

28. Indemnification:

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

29. Anti-Discrimination Compliance:

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

30. Conflict of Interest:

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

31. Assignment:

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

32. No Joint Venture:

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

33. Legal Compliance:

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

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

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

36. Severability:

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



Facility License Agreement

Permit #: 22-00336

Page 16 of 16

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

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

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: _____

From: [Julia J. Granholm](#)
To: [Elsnaugle, Kim](#)
Cc: [Roby, Deanna](#)
Subject: Updated Insurance Certificate
Date: Monday, December 12, 2022 1:35:19 PM
Attachments: [SForestPres22121214210.pdf](#)

Good afternoon,

Your Certificate of Insurance is expired. I have attached a copy for your convenience.

With our new Licensing Terms and Conditions Agreement, there are several items that will need to be updated on your certificate of insurance. Below, please find specifics regarding the updated requirements for insurance coverage:

1. **Evidence of Insurance:**

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

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

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~~ **\$5,000,000** per occurrence and ~~\$5,000,000~~ **\$5,000,000** in aggregate.

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

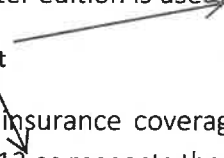
Additional Insured Status

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.

or its equivalent



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.

2. **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.

Please reach out with any questions.

Thanks,

Julia Granholm
Reservations Manager & Accounting Coordinator
Kendall County Forest Preserve
110 W. Madison Street
Yorkville, IL 60560

630.553.4025

630.553.4023 (fax)

****Please note my new email address is jgranholm@kendallcountyil.gov**

Moody's Discussion Topics with Kendall County Forest Preserve District, IL

Scheduled: Wednesday, February 22nd at 10:00 AM Central Time

Dial-in: (669) 444-9171 / **Meeting ID:** 931 2661 1542

Moody's Analyst: Karen Liu | (312) 706-9984 | Karen.Liu@moody.com

I. INTRODUCTIONS

II. FOREST PRESERVE DISTRICT OVERVIEW

A. FINANCES & MANAGEMENT

1. Discuss audited fiscal 2021 results. (budget vs. actual, fund balance changes, comparison to 2020)
2. **Fiscal 2022**
 - a. What are the district's anticipated results for fiscal 2022? Please provide draft figures if available.
 - i. Any significant variances from the district's budgetary assumptions for fiscal 2022?
3. **Fiscal 2023**
 - a. Does the budget include significant changes in revenues, expenditures, or transfers for capital projects?
 - b. Does the district anticipate a budgeted change in fund balance for its major operating funds?
4. **Management**
 - a. Any updates to the district's fund balance policy to maintain 3 months or 25% expenditures as reserves?
 - b. Does the district regularly report revenue and expenditure variances to the board? If so, are the reports posted to the district's website?
 - c. Discuss status and terms of union contracts, recent or expected position cuts, layoffs, or hiring freezes.
5. Discuss areas of expenditure flexibility that could alleviate any potential economic or inflationary pressure.
6. Please discuss the district's longer-term financial projections if available.
7. Any other areas of financial flexibility or challenges not discussed?

B. ECONOMY

8. Discuss property valuation trends in the district, including any new residential or commercial developments.
9. **Largest Taxpayers & Employers**
 - a. Have there been any major changes at the district's major taxpayers or area employers?
 - b. Are there any notable outstanding tax appeals?

C. DEBT

10. Have there been any updates to the district's future debt plans over the next few years?
11. Does the district have any plans for future major capital projects? If so, how will they be financed?
12. Does the district have any variable debt, swaps, private placements, or bank loans?

D. GENERAL

13. Is the district involved in any litigation that could potentially impact its current financial position?
14. Has the district had any cyber security issues in recent years? How is the district thinking about and preparing for potential cyber related threats going forward?
15. Are there any environmental issues that are affecting the district?



Rating_Action: Moody's upgrades Kendall County Forest Preserve District, IL's GOs to Aa3; removes positive outlook

28Feb2023

New York, February 28, 2023 – Moody's Investors Service has upgraded Kendall County Forest Preserve District, IL's general obligation unlimited tax (GOULT) and general obligation limited tax (GOLT) ratings to Aa3 from A1. In addition, Moody's has removed the positive outlook. The district's outstanding GOULT and GOLT debt totals about \$26 million in GOULT debt and \$1.2 million in GOLT debt outstanding.

RATINGS RATIONALE

The rating upgrade to Aa3 reflects the district's large and diverse tax base located within the Chicago metropolitan area, solid socioeconomic profile, and strong financial position predominantly derived from its debt service funds. Though materially narrower in comparison, the district's general fund balance position has grown and is solid relative to its limited operating profile. The rating also reflects the district's elevated debt burden with above average fixed costs and very modest pension burden.

The lack of rating distinction between the Aa3 rating on the district's outstanding GOLT bonds and the district's Aa3 GOULT rating reflects the presence of the district's full faith and credit pledge. In addition to the full faith and credit pledge, the district's GOLT debt is backed by a dedicated property tax levy that is unlimited as to rate, but limited in amount by the district's debt service extension base (DSEB).

RATING OUTLOOK

Moody's does not typically assign outlooks to local governments with this amount of debt outstanding.

FACTORS THAT COULD LEAD TO AN UPGRADE OF THE RATINGS

- Further strengthening of the district's economy and tax base
- Sustained growth in general fund reserves or liquidity
- Material decline in leverage

FACTORS THAT COULD LEAD TO A DOWNGRADE OF THE RATINGS

- Significant economic and tax base contraction
- Material narrowing of operating reserves or liquidity
- Notable growth in leverage

LEGAL SECURITY

The district's GOULT bonds are backed by the district's full faith and credit, and are payable from ad valorem taxes that the district is authorized to levy to pay debt service with no limit as to rate or amount.

The district's GOLT bonds are backed by the district's full faith and credit pledge and are payable from a dedicated property tax levy that is unlimited as to rate. However, the amount of annual debt service is limited by the district's DSEB, an amount that provides full coverage of maximum annual debt service (MADS) on outstanding GOLT debt. The district's current DSEB is just under \$90,000, providing for about 1.1x MADS coverage on the district's GOLT debt.

PROFILE

The district is coterminous with Kendall County and is situated roughly 45 miles southwest of Chicago (Baa3 stable). The district operates 18 forest preserves spanning about 2,700 acres and provides a range of recreational programming for the county's approximately 131,000 residents, including summer camps, an equestrian center, campground and other educational outreach.

METHODOLOGY

The principal methodology used in these ratings was US Special Purpose District General Obligation Debt Methodology published in November 2022 and available at <https://ratings.moody.com/api/rmc-documents/394972>. Alternatively, please see the Rating Methodologies page on <https://ratings.moody.com> for a copy of this methodology.

REGULATORY DISCLOSURES

For further specification of Moody's key rating assumptions and sensitivity analysis, see the sections Methodology Assumptions and Sensitivity to Assumptions in the disclosure form. Moody's Rating Symbols and Definitions can be found on <https://ratings.moody.com/rating-definitions>.

For ratings issued on a program, series, category/class of debt or security this announcement provides certain regulatory disclosures in relation to each rating of a subsequently issued bond or note of the same series, category/class of debt, security or pursuant to a program for which the ratings are derived exclusively from existing ratings in accordance with Moody's rating practices. For ratings issued on a support provider, this announcement provides certain regulatory disclosures in relation to the credit rating action on the support provider and in relation to each particular credit rating action for securities that derive their credit ratings from the support provider's credit rating. For provisional ratings, this announcement provides certain regulatory disclosures in relation to the provisional rating assigned, and in relation to a definitive rating that may be assigned subsequent to the final issuance of the debt, in each case where the transaction structure and terms have not changed prior to the assignment of the definitive rating in a manner that would have affected the rating. For further information please see the issuer/deal page for the respective issuer on <https://ratings.moody.com>.

Regulatory disclosures contained in this press release apply to the credit rating and, if applicable, the related rating outlook or rating review.

Moody's general principles for assessing environmental, social and governance (ESG) risks in our credit analysis can be found at https://ratings.moody.com/documents/PBC_1288235.

Please see <https://ratings.moody's.com> for any updates on changes to the lead rating analyst and to the Moody's legal entity that has issued the rating.

Please see the issuer/deal page on <https://ratings.moody's.com> for additional regulatory disclosures for each credit rating.

Karen Liu
Lead Analyst
REGIONAL_MIDWEST
Moody's Investors Service, Inc.
100 N Riverside Plaza
Suite 2220
Chicago 60606
JOURNALISTS: 1 212 553 0376
Client Service: 1 212 553 1653

Thomas Jacobs
Additional Contact
REGIONAL_NE
JOURNALISTS: 1 212 553 0376
Client Service: 1 212 553 1653

Releasing Office:
Moody's Investors Service, Inc.
250 Greenwich Street
New York, NY 10007
U.S.A
JOURNALISTS: 1 212 553 0376
Client Service: 1 212 553 1653

© 2023 Moody's Corporation, Moody's Investors Service, Inc., Moody's Analytics, Inc. and/or their licensors and affiliates (collectively, "MOODY'S"). All rights reserved.

CREDIT RATINGS ISSUED BY MOODY'S CREDIT RATINGS AFFILIATES ARE THEIR CURRENT OPINIONS OF THE RELATIVE FUTURE CREDIT RISK OF ENTITIES, CREDIT COMMITMENTS, OR DEBT OR DEBT-LIKE SECURITIES, AND MATERIALS, PRODUCTS, SERVICES AND INFORMATION PUBLISHED BY MOODY'S (COLLECTIVELY, "PUBLICATIONS") MAY INCLUDE SUCH CURRENT OPINIONS. MOODY'S DEFINES CREDIT RISK AS THE RISK THAT AN ENTITY MAY NOT MEET ITS CONTRACTUAL FINANCIAL OBLIGATIONS AS THEY COME DUE AND ANY ESTIMATED FINANCIAL LOSS IN THE EVENT OF DEFAULT OR IMPAIRMENT. SEE APPLICABLE MOODY'S RATING SYMBOLS AND DEFINITIONS PUBLICATION FOR INFORMATION ON THE TYPES OF CONTRACTUAL FINANCIAL OBLIGATIONS ADDRESSED BY MOODY'S CREDIT RATINGS. CREDIT RATINGS DO NOT ADDRESS ANY OTHER RISK, INCLUDING BUT NOT LIMITED TO: LIQUIDITY RISK, MARKET VALUE RISK, OR PRICE VOLATILITY. CREDIT RATINGS, NON-CREDIT ASSESSMENTS ("ASSESSMENTS"), AND OTHER OPINIONS INCLUDED IN MOODY'S PUBLICATIONS ARE NOT STATEMENTS OF CURRENT OR HISTORICAL FACT. MOODY'S PUBLICATIONS MAY ALSO INCLUDE QUANTITATIVE MODEL-BASED ESTIMATES OF CREDIT RISK AND RELATED OPINIONS OR COMMENTARY PUBLISHED BY MOODY'S ANALYTICS, INC. AND/OR ITS AFFILIATES. MOODY'S CREDIT RATINGS, ASSESSMENTS, OTHER OPINIONS AND PUBLICATIONS DO NOT CONSTITUTE OR PROVIDE INVESTMENT OR FINANCIAL ADVICE, AND MOODY'S CREDIT RATINGS, ASSESSMENTS, OTHER OPINIONS AND PUBLICATIONS ARE NOT

AND DO NOT PROVIDE RECOMMENDATIONS TO PURCHASE, SELL, OR HOLD PARTICULAR SECURITIES. MOODY'S CREDIT RATINGS, ASSESSMENTS, OTHER OPINIONS AND PUBLICATIONS DO NOT COMMENT ON THE SUITABILITY OF AN INVESTMENT FOR ANY PARTICULAR INVESTOR. MOODY'S ISSUES ITS CREDIT RATINGS, ASSESSMENTS AND OTHER OPINIONS AND PUBLISHES ITS PUBLICATIONS WITH THE EXPECTATION AND UNDERSTANDING THAT EACH INVESTOR WILL, WITH DUE CARE, MAKE ITS OWN STUDY AND EVALUATION OF EACH SECURITY THAT IS UNDER CONSIDERATION FOR PURCHASE, HOLDING, OR SALE.

MOODY'S CREDIT RATINGS, ASSESSMENTS, OTHER OPINIONS, AND PUBLICATIONS ARE NOT INTENDED FOR USE BY RETAIL INVESTORS AND IT WOULD BE RECKLESS AND INAPPROPRIATE FOR RETAIL INVESTORS TO USE MOODY'S CREDIT RATINGS, ASSESSMENTS, OTHER OPINIONS OR PUBLICATIONS WHEN MAKING AN INVESTMENT DECISION. IF IN DOUBT YOU SHOULD CONTACT YOUR FINANCIAL OR OTHER PROFESSIONAL ADVISER.

ALL INFORMATION CONTAINED HEREIN IS PROTECTED BY LAW, INCLUDING BUT NOT LIMITED TO, COPYRIGHT LAW, AND NONE OF SUCH INFORMATION MAY BE COPIED OR OTHERWISE REPRODUCED, REPACKAGED, FURTHER TRANSMITTED, TRANSFERRED, DISSEMINATED, REDISTRIBUTED OR RESOLD, OR STORED FOR SUBSEQUENT USE FOR ANY SUCH PURPOSE, IN WHOLE OR IN PART, IN ANY FORM OR MANNER OR BY ANY MEANS WHATSOEVER, BY ANY PERSON WITHOUT MOODY'S PRIOR WRITTEN CONSENT.

MOODY'S CREDIT RATINGS, ASSESSMENTS, OTHER OPINIONS AND PUBLICATIONS ARE NOT INTENDED FOR USE BY ANY PERSON AS A BENCHMARK AS THAT TERM IS DEFINED FOR REGULATORY PURPOSES AND MUST NOT BE USED IN ANY WAY THAT COULD RESULT IN THEM BEING CONSIDERED A BENCHMARK.

All information contained herein is obtained by MOODY'S from sources believed by it to be accurate and reliable. Because of the possibility of human or mechanical error as well as other factors, however, all information contained herein is provided "AS IS" without warranty of any kind. MOODY'S adopts all necessary measures so that the information it uses in assigning a credit rating is of sufficient quality and from sources MOODY'S considers to be reliable including, when appropriate, independent third-party sources. However, MOODY'S is not an auditor and cannot in every instance independently verify or validate information received in the credit rating process or in preparing its Publications.

To the extent permitted by law, MOODY'S and its directors, officers, employees, agents, representatives, licensors and suppliers disclaim liability to any person or entity for any indirect, special, consequential, or incidental losses or damages whatsoever arising from or in connection with the information contained herein or the use of or inability to use any such information, even if MOODY'S or any of its directors, officers, employees, agents, representatives, licensors or suppliers is advised in advance of the possibility of such losses or damages, including but not limited to: (a) any loss of present or prospective profits or (b) any loss or damage arising where the relevant financial instrument is not the subject of a particular credit rating assigned by MOODY'S.

To the extent permitted by law, MOODY'S and its directors, officers, employees, agents, representatives, licensors and suppliers disclaim liability for any direct or compensatory losses or damages caused to any person or entity, including but not limited to by any negligence (but excluding fraud, willful misconduct or any other type of liability that, for the avoidance of doubt, by law cannot be excluded) on the part of, or any contingency within or beyond the control of, MOODY'S or any of its directors, officers, employees, agents, representatives, licensors or suppliers, arising from or in connection with the information contained herein or the use of or inability to use any such information.

NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE ACCURACY, TIMELINESS, COMPLETENESS, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY CREDIT RATING, ASSESSMENT, OTHER OPINION OR INFORMATION IS GIVEN OR MADE BY MOODY'S IN ANY FORM OR MANNER WHATSOEVER.

Moody's Investors Service, Inc., a wholly-owned credit rating agency subsidiary of Moody's Corporation ("MCO"), hereby discloses that most issuers of debt securities (including corporate and municipal bonds, debentures, notes and commercial paper) and preferred stock rated by Moody's Investors Service, Inc. have, prior to assignment of any credit rating, agreed to pay to Moody's Investors Service, Inc. for credit ratings opinions and services rendered by it fees ranging from \$1,000 to approximately \$5,000,000. MCO and Moody's Investors Service also maintain policies and procedures to address the independence of Moody's Investors Service credit ratings and credit rating processes. Information regarding certain affiliations that may exist between directors of MCO and rated entities, and between entities who hold credit ratings from Moody's Investors Service, Inc. and have also publicly reported to the SEC an ownership interest in MCO of more than 5%, is posted annually at www.moodys.com under the heading "Investor Relations – Corporate Governance – Director and Shareholder Affiliation Policy."

Additional terms for Australia only: Any publication into Australia of this document is pursuant to the Australian Financial Services License of MOODY'S affiliate, Moody's Investors Service Pty Limited ABN 61 003 399 657AFSL 336969 and/or Moody's Analytics Australia Pty Ltd ABN 94 105 136 972 AFSL 383569 (as applicable). This document is intended to be provided only to "wholesale clients" within the meaning of section 761G of the Corporations Act 2001. By continuing to access this document from within Australia, you represent to MOODY'S that you are, or are accessing the document as a representative of, a "wholesale client" and that neither you nor the entity you represent will directly or indirectly disseminate this document or its contents to "retail clients" within the meaning of section 761G of the Corporations Act 2001. MOODY'S credit rating is an opinion as to the creditworthiness of a debt obligation of the issuer, not on the equity securities of the issuer or any form of security that is available to retail investors.

Additional terms for Japan only: Moody's Japan K.K. ("MJKK") is a wholly-owned credit rating agency subsidiary of Moody's Group Japan G.K., which is wholly-owned by Moody's Overseas Holdings Inc., a wholly-owned subsidiary of MCO. Moody's SF Japan K.K. ("MSFJ") is a wholly-owned credit rating agency subsidiary of MJKK. MSFJ is not a Nationally Recognized Statistical Rating Organization ("NRSRO"). Therefore, credit ratings assigned by MSFJ are Non-NRSRO Credit Ratings. Non-NRSRO Credit Ratings are assigned by an entity that is not a NRSRO and, consequently, the rated obligation will not qualify for certain types of treatment under U.S. laws. MJKK and MSFJ are credit rating agencies registered with the Japan Financial Services Agency and their registration numbers are FSA Commissioner (Ratings) No. 2 and 3 respectively.

MJKK or MSFJ (as applicable) hereby disclose that most issuers of debt securities (including corporate and municipal bonds, debentures, notes and commercial paper) and preferred stock rated by MJKK or MSFJ (as applicable) have, prior to assignment of any credit rating, agreed to pay to MJKK or MSFJ (as applicable) for credit ratings opinions and services rendered by it fees ranging from JPY100,000 to approximately JPY550,000,000.

MJKK and MSFJ also maintain policies and procedures to address Japanese regulatory requirements.

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: March 1, 2023

The District has been examining the remaining ARPA funds within the District's FY23 Budget. On the following page is a chart showing the remaining funds highlighted for part-time salaries and preserve improvements for FY23.

The District is working to determine what the ARPA funds can specially be expended on. The ARPA funds cannot be spent on vehicles, however equipment could be a possibility. Improvements of existing structures is also being explored. Below is a section from the policy.

"CAPITAL EXPENDITURES As described above, the final rule clarifies that recipients may use funds for programs, services, and capital expenditures that respond to the public health and negative economic impacts of the pandemic. Any use of funds in this category for a capital expenditure must comply with the capital expenditure requirements, in addition to other standards for uses of funds. Capital expenditures are subject to the same eligibility standard as other eligible uses to respond to the pandemic's public health and economic impacts; specifically, they must be related and reasonably proportional to the pandemic impact identified and reasonably designed to benefit the impacted population or class.

2.22. Would investments in improving outdoor spaces (e.g., parks) be an eligible use of funds as a response to the public health emergency and/or its negative economic impacts? There are multiple ways that investments in improving outdoor spaces could qualify as eligible uses; several are highlighted below, though there may be other ways that a specific investment in outdoor spaces would meet eligible use criteria. First, in recognition of the disproportionate negative economic impacts on certain communities and populations, the final rule includes enumerated eligible uses in disproportionately impacted communities for developing neighborhood features that promote improved health and safety outcomes, such as parks, green spaces, recreational facilities, sidewalks, pedestrian safety features like crosswalks, projects that increase access to healthy foods, streetlights, neighborhood cleanup, and other projects to revitalize public spaces. Second, recipients may provide assistance to disproportionately impacted small businesses. The final rule included rehabilitation of commercial properties, storefront improvements, and façade improvements as enumerated eligible assistance to these small businesses. Third, recipients can assist small businesses, nonprofits, or other entities to create or enhance outdoor spaces to mitigate the spread of COVID-19 (e.g., restaurant patios). Recipients pursuing many of these uses should also note the eligibility standards for capital expenditures in the final rule, which are summarized on pages 30-31 of the Overview of the Final Rule.

Explanation of why a capital expenditure is appropriate. For example, recipients should include an explanation of why existing equipment and facilities, or policy changes or additional funding to pertinent programs or services, would be inadequate."

ARPA Fund 1914 Fiscal Year Breakdown			ARPA Fund 1914 Expenditures				
	Beginning Balance	Transfers In	Salaries	Benefits	Preserve Improvements	Total Expenditures	Fund Balance
FY2021 (Audited)		\$ 30,000.00	\$ (3,476.00)		\$ (18,930.00)	\$ (22,406.00)	\$ 7,594.00
FY2022 (Preliminary)	\$ 7,594.00	\$ 100,000.00	\$ (38,734.20)	\$ (16,688.79)	\$ (4,369.25)	\$ (59,792.24)	\$ 47,801.76
FY2023 (YTD as of 01/31/23)	\$ 47,801.76	\$ 100,000.00	\$ (7,294.82)	\$ (4,032.36)	\$ (3,248.49)	\$ (14,575.67)	\$ 33,226.09
FY2024 (TBA - FINAL YEAR)		\$ 100,000.00					
			*FY23 Transfer Pending				
		\$ 100,000.00					
Totals (Fund-to-Date)		\$ 330,000.00	\$ (49,505.02)	\$ (20,721.15)	\$ (26,547.74)	\$ (96,773.91)	
FY23 Preserve Imp. Appropriations Remaining	\$ 61,935.51						
FY24 Preserve Imp. Appropriations (Est.)	\$ 17,383.00						
Est. Total Remaining for Preserve Improvements	\$ 79,318.51						

FY23 Summary

Total Revenue	\$	5,780.00
FY23 Budget (Rev.)	\$	20,000.00
% Budget		28.9%

To: KCFPD Operations Committee
 From: Stefanie Wiencke, Env. Ed. Migr.
 RE: Kimberly Adams, Env. Ed. Coord.
 Date: FY23 School Program Bookings
 27-Feb-23

School Name	Community	Program Date	Program Title	Tuition (Per St.)	# of Students	Total Revenue
Millbrook Junior High	Newark	12/1/2022	Project Hoover	\$10	28	\$
Southbury Elementary	Oswego	2/2/2023	Fossils of Illinois	\$7	99	\$
Y115 - Pre-K Pilot Program	Yorkville	2/21 - 3/16/2023 (14 sessions)	Animals in Winter	\$5	200	\$
L.D. Brady Elementary	Aurora	5/5/2023	Ecology & Ecosystem	\$7	43	\$
Parkview Christian Acad	Yorkville	5/10/2023	Sensory Walk - Custom	\$7	68	\$
Southbury Elementary	Oswego	5/12/2023	Bug Fest	\$7	74	\$
Builta Elementary	Bolingbrook	5/16/2023	Zoochory	\$7	47	\$
Indian Creek Elementary	Shabbona	5/17/2023	Biominicry	\$7	53	\$
Central Elementary	Plainfield	5/18 - 5/19/2023 (Two days)	Zoochory	\$7	88	\$
Crystal Lawn Elementary	Joliet	5/23/2023	Bird Beaks	\$7	36	\$
Builta Elementary	Bolingbrook	5/24/2023	Biominicry	\$6	43	\$
Steck Elementary	Aurora	5/25 - 5/26/2023 (Two days)	Bird Beaks	\$7	98	\$

FY23 YTD Totals	\$	877	\$	5,780
------------------------	-----------	------------	-----------	--------------



FIELD OBSERVATION REPORT

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

FIELD REPORT NO.	11	REPORT DATE:	February 16, 2023
OBSERVATION DATE:	February 16, 2023	WEATHER:	Cloudy, Drizzle
OBSERVATION TIME:	08:00 AM	TEMPERATURE:	34 degrees F
EST. % COMPLETE:	68%	CONFORMANCE WITH SCHEDULE:	Yes

PRESENT AT SITE:

Architectural Designer, Owner, General Contractor, Plumbing Contractor, and Electrical Contractor.

OBSERVATIONS:

1. Toilet accessories and plumbing fixtures are currently being installed in the bathrooms.
2. Interior pendant ceiling fixtures were currently being installed.
3. Interior painting is complete.
4. Panel siding around canopy beams and chimney has been installed. (Photo 03 & 05)
5. Wall sconce lights are currently being installed on canopy piers. (Photo 04)
6. Countertop in kitchen is in the process of being installed.
7. Electrical wall heaters are currently being installed, however, no electrical wall heater submittal has been provided.

ACTION REQUIRED:

1. Contractor to submit electrical wall heaters documentation.

CONTRACTOR QUESTIONS:

- A. Electrical Contractor asked whether it is acceptable, in existing greenhouse, to run wire mold on surface of existing interior brick from basement up towards wall fur-out to accommodate new electrical wall heater power. This question cannot be answered until contractor provides submittal for electrical wall heater.

ATTACHMENTS: Photos 01-08

REPORT BY: Parnell Tesoro

Page 1 of 9

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: 11

PHOTO NUMBER: 01

PHOTO DATE: February 16, 2023

PHOTO AUTHOR: Pamell Tesoro

LOCATION: Existing Keeping Room 114

COMMENTS:

COMMENTS AUTHOR: Pamell Tesoro

Interior lighting fixtures are currently being installed. Pendant lights in Existing Kitchenette 116 and Existing Keeping Room 114 are installed. Currently only one pendant cluster is installed in Formal Parlor 101. Track and can lights have yet to be installed.

REPORT BY: Pamell Tesoro

Page 2 of 9

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: 11

PHOTO NUMBER: 02

PHOTO DATE: February 16, 2023

PHOTO AUTHOR: Parnell Tesoro

LOCATION: Existing Kitchenette 116

COMMENTS:

COMMENTS AUTHOR: Parnell Tesoro

This and other countertops for casework are staged on site.

REPORT BY: Parnell Tesoro

Page 3 of 9

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: 11

PHOTO NUMBER: 03

PHOTO DATE: February 16, 2023

PHOTO AUTHOR: Parnell Tesoro

LOCATION: Exterior canopy

COMMENTS:

COMMENTS AUTHOR: Parnell Tesoro

All canopy beams have been furred-out with fiber cement. Canopy is awaiting delivery and installation of can light fixtures before installation of soffit planks can begin.

REPORT BY: Parnell Tesoro

Page 4 of 9

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: 11

PHOTO NUMBER: 04

PHOTO DATE: February 16, 2023

PHOTO AUTHOR: Parnell Tesoro

LOCATION: Exterior canopy

COMMENTS:

COMMENTS AUTHOR: Parnell Tesoro

LED wall sconces are currently being installed on canopy piers.

REPORT BY: Parnell Tesoro

Page 5 of 9

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: 11

PHOTO NUMBER: 05

PHOTO DATE: February 16, 2023

PHOTO AUTHOR: Parnell Tesoro

LOCATION: Exterior canopy

COMMENTS:

Fiber cement siding for canopy chimney is installed.

COMMENTS AUTHOR: Parnell Tesoro

FIELD OBSERVATION REPORT

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



FIELD OBSERVATION PHOTO

FIELD REPORT NO: 11

PHOTO NUMBER: 06

PHOTO DATE: February 16, 2023

PHOTO AUTHOR: Parnell Tesoro

LOCATION: Dining Room

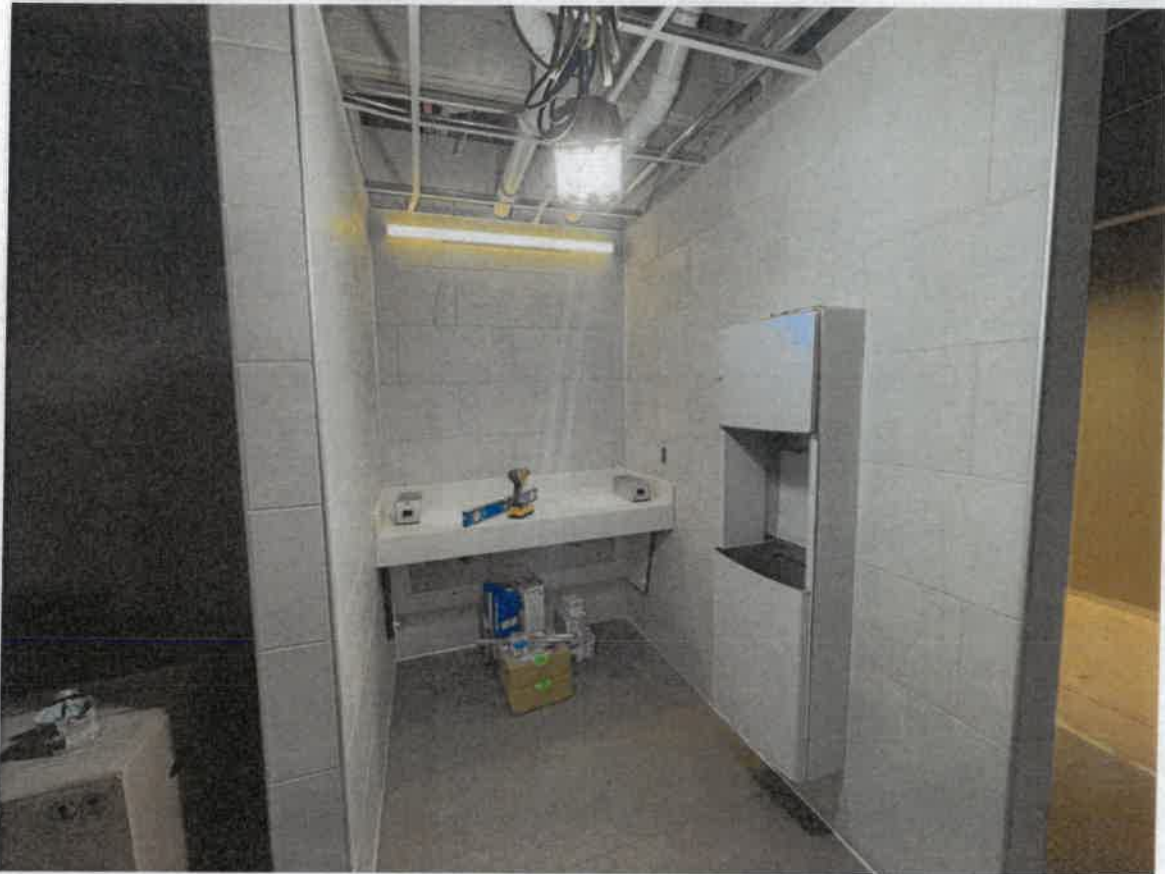
COMMENTS:

COMMENTS AUTHOR: Parnell Tesoro

Contractor beginning to stain wood planks in accordance with previously-approved mock-up.

FIELD OBSERVATION REPORT

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



FIELD OBSERVATION PHOTO

FIELD REPORT NO: 11

PHOTO NUMBER: 07

PHOTO DATE: February 16, 2023

PHOTO AUTHOR: Parnell Tesoro

LOCATION: Women's bathroom

COMMENTS:

COMMENTS AUTHOR: Parnell Tesoro

Bathroom wall and floor tiles are almost complete. Plumbing fixtures, toilet accessories and ceiling grid are currently being installed.

REPORT BY: Parnell Tesoro

Page 8 of 9

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: 11

PHOTO NUMBER: 08

PHOTO DATE: February 16, 2023

PHOTO AUTHOR: Parnell Tesoro

LOCATION: Garage

COMMENTS:

COMMENTS AUTHOR: Parnell Tesoro

Wood soffit planks for canopy stored on site.

To: Kendall County Forest Preserve District Finance Committee
 From: David Guritz and Antoinette White
 RE: FY23 Capital Funding Allocations
 Date: 1/26/2023 - UPDATED 03/02/2023

Fund 1907 - Ken Pickerill Estate House Roofing Replacement Contract		
CHANGE ORDER #	Amount	Description
Approved contract contingency:	\$5,000	
Remaining contract contingency:	\$5,000	

Fund 1913 - Ken Pickerill Estate House Renovation Contract		
CHANGE ORDER #	Amount	Description
Approved contract contingency:	\$45,000	
1	(\$2,878)	Wall heater replacements X3 (Greenhouse/Garage)
2	(\$1,372)	HVAC-RTU single point power kit and component assembly
3	(\$6,729)	Greenhouse interior finishes & two elect. outlets.
3	(\$5,982)	Fire alarm system Fire Marshall required modifications.
4	(\$7,900)	HVAC-RTU electric service extension (\$2-3K Est. - TBD)
5		Asphalt Drive Replacement
6a		Lighting Change Order (Dimmable Fixtures)
6b		Lighting Fixtures Replacements (X2 - Sun Room and Pantry)
	(\$24,861)	Change Orders Total
Remaining contract contingency:	\$20,139	

Combined remaining contract contingency: \$25,139

Unobligated Capital Funds 191311 70330		
FY23 Construction Funds	\$ 684,583	
FY23 Lite Construction Contract Rem.	\$ 31,456	
Balance of Funding Available	\$ (653,127)	
Capital Imp. & Purchases		
Tables and Chairs - FINAL	\$ (12,277)	
Refrigerator/Freezer (Est.)	\$ (5,000)	
Landscaping/Other Improvements Contingency	\$ (6,062)	
Wire Wizard Security System	\$ (1,267)	
Landscapes Design	(\$6,850)	Final Amount TBA - (Kluber + Upland Design)
Balance of Funding Available	\$ (31,456)	
	\$ 0	

**AGREEMENT FOR DISBURSEMENT AND USE OF KENDALL COUNTY'S
AMERICAN RESCUE PLAN ACT FUNDS**

THIS AGREEMENT (“Agreement”) is made and entered into on this 21st day of February, 2023 by and between the County of Kendall, Illinois, a unit of local government (“County”) and the Kendall County Forest Preserve District (“Grantee”), UEI #GDTLKWCBEV33. For purposes of this Agreement, the County and Grantee shall hereinafter collectively be referred to as “the Parties”.

RECITALS

WHEREAS, the United States Department of Treasury (“Treasury”) launched the Coronavirus State and Local Fiscal Recovery Fund, Assistance Listing 21.027 (“Recovery Fund”), which was established by the American Rescue Plan Act of 2021 (“ARPA”), to provide \$350 billion in emergency funding for eligible state, local, territorial, and Tribal governments; and

WHEREAS, the Treasury determined the County is an eligible local government that will be receiving approximately twenty-five million dollars (\$25,000,000) in Recovery Funds (FAIN SLFRP1804) from the United States Government; and

WHEREAS, the County’s share of the Recovery Funds are subject to the U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions, as executed by the County on May 18, 2021 (“Award Terms and Conditions”); and

WHEREAS, the Federal Award Date for the County’s Recovery Funds was May 20, 2021; and

WHEREAS, the Treasury issued guidelines identifying the authorized use of Recovery Funds allocated to local governments under the ARPA (hereinafter referred to as the “Final Rule”); and

WHEREAS, pursuant to the Final Rule, the County can use its allocated Recovery Funds for any one or more of the following authorized uses: (1) to respond to the public health emergency created by the COVID-19 pandemic (“pandemic”) or the pandemic’s negative economic impacts; (2) to provide premium pay to eligible workers performing essential work during the public health emergency; (3) to provide government services to the extent of the reduction in revenue due to the public health emergency; and (4) to make necessary investments in water, sewer, or broadband infrastructure; and

WHEREAS, within the eligible use categories outlined above, the Final Rule provides the County with the flexibility to determine how best to use payments from the Recovery Funds to meet the needs of the County's communities and population; and

WHEREAS, the Final Rule permits the expenditure of Recovery Funds to respond to the public health emergency created by the pandemic or the pandemic's negative economic impacts; and

WHEREAS, creating or enhancing outdoor spaces promotes health and mitigates the spread of COVID-19; and

WHEREAS, Grantee owns the Ken Pickerill Estate House (the "Pickerill House"), located on the Pickerill-Pigot Forest Preserve; and

WHEREAS, Grantee intends to renovate the Pickerill House for public recreational and educational use; and

WHEREAS, the renovation of the Pickerill House includes the installation of an open-air patio area for the use of individuals attending events at the Pickerill House; and

WHEREAS, the County finds installing an open-air patio at the Pickerill House will promote health and mitigate the spread of COVID-19; and

WHEREAS, the County finds that providing a portion of its Recovery Funds to Grantee for installation of the open-air patio at the Pickerill House is responsive to the public health emergency created by the pandemic or its negative economic impacts; and

WHEREAS, the County, as the jurisdiction responsible for disbursement of its Recovery Funds, is authorizing the subaward of a portion of the County's Recovery Funds to Grantee (pursuant to the terms and conditions set forth in this Agreement) for the purpose of responding to the public health emergency created by the pandemic or its negative economic impacts by installing an open-air patio at the Pickerill House.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties hereby agree as follows:

1. Recitals

The recitals set forth above are incorporated in this Agreement by reference and made a part of this Agreement.

2. County's Obligations

In consideration for Grantee's execution of this Agreement, the County agrees to the following:

- a. Pursuant to the terms and conditions set forth in this Agreement, the County agrees to disburse a portion of its Recovery Funds to Grantee in the amount of One Hundred Thousand Dollars and Zero Cents (\$100,000.00) to be used by Grantee for the sole purpose of installing an open-air patio at the Pickerill House. Said amounts actually disbursed to Grantee shall hereinafter be referred to as "Grant funds."
- b. The Grant funds set forth in Paragraph 2(a) shall be disbursed by the County to Grantee in one lump sum.

3. Grantee's Obligations

- a. Grantee understands and agrees it shall use the Grant funds only for the purpose of installing an open-air patio at the Pickerill House.
- b. Grantee must spend all Grant funds no later than December 31, 2024 (the "allowable spending period"). If Grantee has not spent all of the Grant funds by the end of the allowable spending period, Grantee must return all remaining Grant funds to the County within thirty (30) calendar days after Grantee's allowable spending period ends.
- c. If Grantee uses the Grant funds for any purpose other than installing an open-air patio at the Pickerill House (hereinafter referred to as an "Improper Purpose"), Grantee shall immediately reimburse the County the full amount of Grant funds received from the County.
- d. By signing this Agreement, Grantee affirms that Grantee may not use its Grant funds as a non-federal match for other federal programs whose statute or regulations bar the use of federal funds to meet matching requirements. If Grantee uses its Grant funds for such purpose, this shall also be deemed an Improper Purpose, and Grantee shall immediately reimburse the County the full amount of Grant funds received from the County.
- e. Grantee agrees it shall not use its Grant funds for an expense for which it has already received, or will receive reimbursement or payment from another federal, state, local, or private program designed to provide relief from the pandemic.

- f. Grantee agrees to comply with ARPA, the Award Terms and Conditions, the Final Rule (including all subrecipient monitoring and reporting requirements), and all interpretive guidance issued by the Treasury regarding Recovery Funds. Grantee also agrees to comply with all applicable requirements set forth in the Uniform Guidance for Federal Awards (2 C.F.R. 200 *et seq.*), the Single Audit Act, and all other applicable federal and state statutes, regulations, and executive orders.
- g. Grantee shall maintain all original records relating to its use of the Grant funds for a period of at least ten (10) years after the Grant funds are spent or the period of time required by other state or federal law, whichever is longer.
- h. As a recipient of some of the County's Recovery Funds, Grantee understands and agrees that it must take any and all steps necessary to assist the County with the County's reporting requirements on the use of Grantee's Grant funds. Such steps will include, but are not limited to the following:
 - i. Ninety (90) calendar days after receiving the Grant funds, Grantee shall file a written report with the County that includes the following information: (a) the amount of Grant funds spent by Grantee during that three month period; (b) sufficient detail describing how the Grant funds were used by Grantee during that three month period; and (c) supporting documentation evidencing how the Grant funds were used by Grantee. Grantee agrees to provide any additional information and supporting documentation requested by the County in this report, as the County sees fit. Grantee shall continue to file these written reports every ninety (90) days to include the above information for each 90-day period.
 - ii. Within five (5) calendar days after the allowable spending period ends, Grantee shall file a final written report with the County that includes the following information: (a) the amount of Grant funds spent by Grantee in the time since Grantee's previous report; (b) sufficient detail describing how the Grant funds were used by Grantee since the time period covered by Grantee's previous report; (c) supporting documentation evidencing how the Grant funds were used since the time period covered by Grantee's previous report; and (d) the amount, if any, of unused Grant funds being

returned to the County at the conclusion of the allowable spending period. Grantee agrees to provide any additional information and supporting documentation requested by the County in this report as the County sees fit.

- iii. At any other time, the County, its auditor, or legal counsel may request Grantee provide additional information and records relating to Grantee's use of the Grant funds. Grantee agrees to comply with such a request within ten (10) business days of receiving such a request and to otherwise work collaboratively with the County to ensure compliance with ARPA.
- i. Grantee agrees to (a) fully comply with all applicable requirements of the Illinois Prevailing Wage Act; (b) notify all contractors and subcontractors that the construction of any public work using Grant funds shall be subject to the Illinois Prevailing Wage Act; and (c) include all notices required by statute and the Illinois Department of Labor in any contracts using Grant funds. In the event Grantee fails to comply with the notice requirements set forth in the Prevailing Wage Act, Grantee shall be solely responsible for any and all penalties, fines, and liabilities incurred for Grantee's, contractor's, and/or subcontractor's violation of the Prevailing Wage Act.
- j. If Grantee uses Grant funds to pay a contractor or subcontractor to perform work for Grantee, Grantee must ensure that such contracts include provisions incorporating all of the following:
 - i. The contractor/subcontractor agrees to comply with all applicable provisions of ARPA, the Final Rule, 2 C.F.R. 200 *et seq.* and all other applicable federal and state statutes, regulations, interpretive guidance, and executive orders.
 - ii. The Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 *et seq.* and the Illinois Drug Free Workplace Act, 30 ILCS 580/1 *et seq.*
 - iii. The Illinois Human Rights Act, Title VI 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.
 - iv. The Davis Bacon Act, 40 U.S.C. 3141 *et seq.* as necessary.

- v. The Contract Work Hours and Safety Standards Act, 40 U.S.C. 3702 and 3704, as necessary.
- vi. Grantee shall ensure that Grantee and each contractor and/or subcontractor performing work using Grant funds shall obtain and continue in force during the performance of such work, all insurance necessary and appropriate and that each contractor and/or subcontractor contracted with to perform work shall name the County as an Additional Insured on a Primary and Non-Contributory basis with respect to all liability coverage, as well as a waiver of subrogation with respect to the general liability and workers' compensation in favor of the County. Further, Grantee shall require each contractor and/or subcontractor to provide indemnification and hold harmless guarantees to the County during the work.
- k. Grantee agrees that the maintenance of any work constructed in whole or in part with Grant funds will be the responsibility of Grantee, and Grantee alone. Further, Grantee shall be responsible for any future repair or replacement deemed necessary for said work. Nothing in this Agreement shall be construed as to create a duty or responsibility on behalf of County to finance, maintain, repair, replace, or otherwise control the resulting work.
- l. Grantee certifies that Grantee, its parent companies, subsidiaries, and affiliates are not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or as a result of a violation of 820 ILCS 130/1 *et seq.* (the Illinois Prevailing Wage Act). Grantee further certifies by signing this Agreement that Grantee, its parent companies, subsidiaries, and affiliates have not been convicted of, or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 *et seq.*; and has not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that officer's or employee's official capacity. Nor has Grantee made an admission of guilt of such conduct that is a matter of record, nor has any official, officer, agent, or employee of the company been so convicted nor made such an admission.

- m. Grantee, its officers, employees, subcontractors, and agents agree not to commit unlawful discrimination/ unlawful harassment and further agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, the Illinois Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended, and all applicable rules and regulations. Grantee, its officers, employees, subcontractors, and agents shall maintain a written sexual harassment policy that complies with the requirements of 775 ILCS 5/2-105 and shall comply with all fair employment practices and equal employment opportunity/affirmative action requirements set forth in applicable state and federal laws and regulations.

4. Assignment

This Agreement and the rights of the Parties hereunder may not be assigned (except by operation of law), and the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto. Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the Parties and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of such agreements.

5. Non-appropriation

The sole source of the Grant funds shall be from the County's received Recovery Funds. The County shall not be obligated to fund the Grant from any other source. If the County does not receive sufficient Recovery Funds to satisfy all or part of the County's obligations under this Agreement, the County's obligation to provide the Grant funds to Grantee shall be suspended unless and until such Recovery Funds are received by the County. Also, Grantee understands and agrees the County's disbursement of Grant funds to Grantee, as set forth in this Agreement, is contingent on the Kendall County Board's appropriation and disbursement of those funds. Grantee understands and agrees that the sole and exclusive decision as to whether or not to appropriate and disburse Recovery Funds to Grantee lies within the discretion of the Kendall County Board.

6. Remedies

- a. The County, by disbursing Grant funds to Grantee, does not guarantee to Grantee that Grantee's intended use of the Grant funds complies with the requirements of

ARPA. By signing this Agreement, Grantee affirms that its use of the Grant funds qualifies for funding under ARPA. The County reserves the right to demand immediate repayment from Grantee of any Grant funds the County determines, in its sole discretion, were used for a purpose that does not meet the criteria of ARPA, the Final Rule, and/or any other Treasury guidelines associated with disbursement of funds under ARPA.

- b. If the County determines, in its sole discretion, the Grantee has submitted any false, inaccurate, or misleading information to the County, the County may demand immediate repayment from Grantee of all Grant funds.
- c. If Grantee's records are needed to justify an expense to the Treasury or any other office, official, or department which is responsible for auditing disbursements of ARPA funds, failure by Grantee to promptly provide these records, for any reason including the prior destruction of these records, shall constitute a breach of this Agreement. The sole and exclusive remedy for such a breach is that Grantee shall be responsible for repayment of any funds the Treasury or other appropriate office, official, or department finds were improperly used, unsupported, or unverified. Additionally, Grantee agrees to indemnify the County and make the County whole for any penalty assessed against the County based upon Grantee's failure to retain or provide records.
- d. Any other breach of this Agreement by Grantee may, at the sole discretion of the County, result in immediate termination of the Agreement and/or a demand for immediate repayment of all Grant funds. Grantee must return all Grant funds to the County within thirty (30) calendar days after the County issues a demand for immediate repayment pursuant to this paragraph.

7. Indemnity

If the Treasury, or any other person, official, or department which is charged with the auditing and review of expenditures of Recovery Funds determines that Grantee's use of such funds was not permitted under ARPA, Grantee agrees to indemnify, reimburse and make whole the County for any funds which the United States Government or its agencies seek to recoup or collect, either by litigation, or by withholding other federal funds owed to the County.

Grantee further agrees to indemnify, reimburse, and make whole the County for any penalties associated with the United States government seeking to recoup the expended Grant funds including interest and/or any other penalty provided by law.

Grantee agrees to hold the County harmless for any evaluation or advice which the County provided to Grantee as to whether Grantee's use of Grant funds is a permissible use under ARPA.

In addition to all of the above, Grantee shall indemnify, hold harmless and defend with counsel of County's own choosing, County, 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 the Agreement and any breach by Grantee of any representations or warranties made within the Agreement (collectively, the "Claims"), to the extent such Claims result from any act or omission, neglect, willful acts, errors, or misconduct of Grantee in its performance under this Agreement or its use of Grant funds.

Pursuant to 55 ILCS 5/3-9005, no attorney may be assigned to represent the Releasees pursuant to this Section of the Agreement unless the attorney has been approved in writing by the Kendall County State's Attorney. Releasees' participation in its defense shall not remove Grantee'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. All indemnification obligations shall survive the termination of this Agreement.

8. Notice

Any notice required or permitted in this Agreement shall be given by either (a) depositing the same in the United States mail, addressed to the party to be notified, postage prepaid and certified with the return receipt requested, (b) delivering the same in person, or (c) via e-mail with electronic confirmation of receipt.

If to the County: Kendall County Administrator
111 W. Fox Street
Yorkville, Illinois 60560

With copy to:
Kendall County State's Attorney
807 John Street
Yorkville, Illinois 60560

If to Grantee:

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

or such address or counsel as any party hereto shall specify in writing pursuant to this Section from time to time. Delivery of notice shall be deemed to have occurred upon the date of receipt of the notice.

9. Venue and Severability

This Agreement shall be interpreted and enforced under the laws of the State of Illinois. Any legal proceeding related to enforcement of this Agreement shall be brought in the Circuit Court of Kendall County, Illinois. If the County is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this Agreement, and by reason thereof, the County is required to use the services of an attorney, then the County shall be entitled to reasonable attorneys' fees, court costs, expenses and expert witness fees incurred by the County pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.

In case any provision of this Agreement shall be declared and/or found invalid, illegal or unenforceable by a court of competent jurisdiction, such provision shall, to the extent possible, be modified by the court in such manner as to be valid, legal and enforceable so as to most nearly retain the intent of the parties, and, if such modification is not possible, such provision shall be severed from this Agreement, and in either case the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

10. Execution of Agreement

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

11. Entire Agreement

This Agreement represents the entire agreement between the Parties regarding this subject matter and there are no other promises or conditions in any other agreement whether oral or written. Except as expressly stated herein, this Agreement supersedes any other prior written or oral agreements between the parties regarding this subject matter and may not be further modified except in writing acknowledged by both parties.

12. Relationship of the Parties

Nothing contained in this Agreement, nor any act of the County or Grantee pursuant to this Agreement, shall be deemed or construed by any of the parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the County and Grantee. Grantee understands and agrees that Grantee is solely responsible for paying all wages, benefits and any other compensation due and owing to Grantee's officers, employees, and agents for the performance of any services as set forth in the Agreement.

13. Waiver

The County and/or Grantee's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

14. Termination

This Agreement shall be in full force and effect upon signature by both parties and will terminate once Grantee has spent or returned all the Grant funds it has received from the County and filed its final report. However, Grantee's record-keeping obligation and its duty to defend and indemnify shall survive the term of this Agreement.

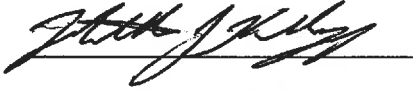
15. Authority

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, using duplicate counterparts, on the dates listed below.


KENDALL COUNTY, ILLINOIS

**KENDALL COUNTY FOREST
PRESERVE DISTRICT**



Kendall County Board Chair

District President

Attest: 

Debbie Gillette
Kendall County Clerk

Attest: _____

Date: 2/21/23

Date: _____



KENDALL COUNTY FOREST PRESERVE DISTRICT APPLICATION FOR EMPLOYMENT

Kendall County Forest Preserve District is committed to complying with the Americans with Disabilities Act. If an applicant requires a reasonable accommodation for purposes of completing the job application process, please contact the Executive Director David Guritz at 630-553-4131 or dguritz@kendallcountyil.gov. A resume and cover letter may be attached to the completed employment application.

Date Completed: _____

Department/Elected Office: _____

Position Desired: _____

Applicant's Name: _____

(Print) Last First Middle

Present Mailing Address: _____

City State Zip Code

Phone: (____) _____ Email Address (optional): _____

How did you hear about this employment opportunity? _____

Have you ever worked for Kendall County Forest Preserve District before? Yes No

If yes, please give dates and position: _____

RECORD OF PREVIOUS EMPLOYMENT

Please list the names of your present and previous employers in chronological order with present or most recent employer listed first. Be sure to account for all periods of time including military services and any period of unemployment. If self-employed, give business name and supply business references. (Add additional pages if necessary.)

Present or Last Employer	Employed From mo/yr	Your Title or Position	Reason for Leaving
Name of Employer Address Phone	_____ To mo/yr _____	_____ Name & Title of Supervisor _____	

Last Employer	<u>Employed</u> From mo/yr	<u>Your Title or Position</u>	<u>Reason for Leaving</u>
_____ Name of Employer	_____ To mo/yr	_____ <u>Name & Title of</u> <u>Supervisor</u>	
_____ Address	_____ To mo/yr	_____ <u>Name & Title of</u> <u>Supervisor</u>	
_____ Phone	_____ To mo/yr	_____ <u>Name & Title of</u> <u>Supervisor</u>	
Last Employer	<u>Employed</u> From mo/yr	<u>Your Title or Position</u>	<u>Reason for Leaving</u>
_____ Name of Employer	_____ To mo/yr	_____ <u>Name & Title of</u> <u>Supervisor</u>	
_____ Address	_____ To mo/yr	_____ <u>Name & Title of</u> <u>Supervisor</u>	
_____ Phone	_____ To mo/yr	_____ <u>Name & Title of</u> <u>Supervisor</u>	
Last Employer	<u>Employed</u> From mo/yr	<u>Your Title or Position</u>	<u>Reason for Leaving</u>
_____ Name of Employer	_____ To mo/yr	_____ <u>Name & Title of</u> <u>Supervisor</u>	
_____ Address	_____ To mo/yr	_____ <u>Name & Title of</u> <u>Supervisor</u>	
_____ Phone	_____ To mo/yr	_____ <u>Name & Title of</u> <u>Supervisor</u>	

May we contact your current and previous employers? Yes No

If no, please explain:

Please indicate any actual experience, special training, and/or qualifications that you have which you feel are relevant to the position for which you are applying.

If hired, can you furnish proof that you are over 18 years of age? Yes No

Are you able to perform the essential functions of this job with or without reasonable accommodation?

Yes No

Will you be able to work the position's required work hours? Yes No

Will you be able to work on-site? Yes No

EDUCATIONAL BACKGROUND

School Name	Years Completed	Diploma/Degree	School Name
High School:			
College/University:			
Graduate/Professional:			
Trade or Correspondence:			
Other:			

PROFESSIONAL REFERENCES

Please list three professional references who are **not your** previous employers or relatives.

Name	Occupation	Address (Street, City and State)	Telephone Number	Number of Years Known

ACKNOWLEDGMENTS AND DISCLAIMER

By signing my name below, I certify that all information provided in this application, my resume, other employment application documents, and interview are true and complete to the best of my knowledge. I understand that any misrepresentations or omissions in my application, resume, other employment documents, or interviews(s) may be cause for rejection of my application, or may be cause for subsequent dismissal at any time if hired by Kendall County Forest Preserve District (hereinafter collectively referred to as the "District")

I understand that the District is not obligated to provide employment and that I am not obligated to accept employment should an offer of employment be made to me. **NOTHING IN THIS APPLICATION, OR IN ANY PRIOR OR SUBSEQUENT ORAL OR WRITTEN STATEMENT, IS INTENDED TO OR DOES CREATE ANY CONTRACT OF EMPLOYMENT. SHOULD THIS APPLICATION AND THE PROCESS SURROUNDING THIS APPLICATION RESULT IN MY EMPLOYMENT WITH THE DISTRICT, I UNDERSTAND THAT I WOULD BE HIRED AS AN EMPLOYEE AT WILL (SUBJECT TO THE TERMS OF AN APPLICABLE COLLECTIVE BARGAINING AGREEMENT, IF ANY) AND NOTHING IN THIS APPLICATION WOULD RESTRICT MY RIGHT AS AN EMPLOYEE OR THE DISTRICT'S RIGHT AS AN EMPLOYER TO TERMINATE MY EMPLOYMENT AT ANY TIME.**

Kendall County Forest Preserve District is an equal opportunity employer and does not discriminate against applicants and/or employees on the basis of their race, color, religion, sex, pregnancy, sexual orientation, national origin, marital status, age, ancestry, military status, veteran status, disability, genetic information, pregnancy and/or any other basis prohibited by state, federal and/or local laws, regulations and ordinances.

If selected for the position and upon commencement of employment, I understand that I will be required to submit verification that I am legally authorized to work in the United States as required by federal law.

I understand and agree that all information furnished in this application may be verified by the District or its authorized representatives. I waive any right I may have to be notified by any individuals and organizations named in this application prior to the release of any information to Kendall County Forest Preserve District. I further authorize all individuals and organizations named in this application to give Kendall County Forest Preserve District and its authorized agents all information relative to such verification. I hereby release such individuals and organizations and Kendall County Forest Preserve District from any and all liability for any claim or damage resulting therefrom. If the District determines that I am qualified for the position, and I have been notified that I have been selected for an interview or, if there is no interview, I have been made a conditional offer of employment with the District, I may be required to submit to a criminal history background check, employment verification, and/or reference check. By signing my name below, I affirm my understanding that certain offenses may disqualify me from employment in a particular position with Kendall County Forest Preserve District to the extent permitted by applicable law.

BY SIGNING BELOW, I HEREBY CERTIFY THAT I HAVE READ AND AGREE TO ALL OF THE ABOVE. BY SIGNING MY NAME BELOW, I ALSO HEREBY AFFIRM THAT ALL OF THE INFORMATION PROVIDED ON THIS APPLICATION IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

Signature of Applicant

Date