

KENDALL COUNTY FOREST PRESERVE DISTRICT

MEETING AGENDA

TUESDAY, OCTOBER 17, 2023

9:00 AM

KENDALL COUNTY OFFICE BUILDING - ROOMS 209 & 210

- I. Call to Order
- II. Pledge of Allegiance
- III. Invocation
- IV. Roll Call:
Brian DeBolt (President), Ruben Rodriguez (Vice President), Seth Wormley (Secretary), Scott Gengler, Jason Peterson, Zach Bachmann, Elizabeth Flowers, Matt Kellogg, Dan Koukol, and Brooke Shanley
- V. Approval of Agenda
- VI. Public Comments
- VII. ⁽¹⁾ **CONSENT AGENDA**
 - A. Approval of Minutes
 - Kendall County Forest Preserve District Finance Committee Meeting of September 28, 2023
 - Kendall County Forest Preserve District Commission Meeting of October 3, 2023
 - Kendall County Forest Preserve District Operations Committee Meeting of October 4, 2023
 - B. ⁽¹⁾ Approval of Claims in the Amount of \$16,974.43
 - C. ⁽¹⁾ ORDINANCE #23-10-001: Authorizing the Extension of a License Agreement between the Kendall County Forest Preserve District and Sunrise Center, Inc. – Sunrise Center North for the Operation of a Therapeutic Riding Program at Ellis House and Equestrian Center for the Period Extending January 1, 2024 through December 31, 2024 and a Monthly License Fee of \$800.00
 - D. ⁽¹⁾ MOTION: Approval of the Renewal of a 1-Year Lease Agreement with Shannon Prette, Ellis Resident and Caretaker for Use of the Ellis House Studio Apartment Effective December 1, 2022 through November 30, 2023 for a \$346.67 Monthly Rent Payment
 - E. ⁽¹⁾ MOTION: Approval of a 1-Year Reciprocal Access and Designated Trail License Agreement at Millington Forest Preserve and Brighter Daze Farm between the Kendall County Forest Preserve District and Robert Bright, as Trustee of the Madison Trust and Castle Bank, N/A
 - F. ⁽¹⁾ ORDINANCE #23-10-002: Approval of a License Agreement Renewal with the Yorkville Athletic Association for use of the Ball Field, Pavilion and Turf Parking Area at Hoover Forest Preserve for \$2,400.00 per Year Extending From March 15, 2024 through July 31, 2024, including an Option for a Two-Year Extension
 - H. ⁽¹⁾ MOTION: Approval of FY24 Ellis Equestrian Center Lesson Program Fees and Charges
- VIII. **OLD BUSINESS**
No items posted for consideration.
- IX. **NEW BUSINESS**
No items posted for consideration.
- X. Committee Chairman Reports: Seth Wormley (Finance) and Dan Koukol (Operations)
- XI. Public Comments
- XII. Executive Session
- XIII. **OTHER ITEMS OF BUSINESS**
- XIV. Adjournment

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

**KENDALL COUNTY FOREST PRESERVE DISTRICT
FINANCE COMMITTEE MEETING MINUTES
SEPTEMBER 28, 2023**

I. Call to Order

Chairman Wormley called the meeting to order at 5:52 pm in the Kendall County Administrative Office Building, Rooms 209 and 210.

II. Roll Call

	Bachmann		Koukol
X	DeBolt	X	Peterson (entered meeting at 6:43 pm)
	Flowers		Rodriguez
	Gengler	X	Shanley
X	Kellogg (left meeting at 6:40 pm)	X	Wormley

Commissioners DeBolt, Kellogg, Shanley, and Wormley were all present.

Commissioner Peterson entered the meeting at 6:43 pm.

III. Approval of Agenda

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

IV. Public Comments

No public comments were offered from citizens present.

V. Motion to Forward Claims to Commission for Approval

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

OLD BUSINESS

A. Review of the Updated FY24 Preliminary Budgets

Director Guritz presented the preliminary budget, including the draft Combined Budget and Appropriations Ordinance and Operating Fund Levy Ordinance for FY23-24.

The Finance Committee reviewed and discussed the Wesley Hughes residual estate donation, with direction received to schedule receipt of the funds in the District’s Endowment Fund.

Director Guritz presented an overview of the balance of funds remaining in the 2003/2012 debt service fund (Fund 1902). Of the \$529,443 fund balance as of August 31, 2023, \$289,281 is attributed to additional taxes collected in the year of the 2012 refunding.

Staff recommends reducing the final debt service levy for the 2007 15/16/17 debt service fund (Fund 1903) in the full amount of \$289,281 to be scheduled for transfer to Fund 1903 in the FY24 budget. The remaining Fund 1902 fund balance is attributed to “loss and cost” and interest earnings. Staff recommends scheduling the end-of-year balance of funds to the District’s capital fund (Fund 1907) in the FY24 budget. The analysis of the District’s debt service schedules and backup materials was completed with support from Speer Financial, Inc.. Backup materials included the District’s budgets, tax computation reports, and audit reports included with the Finance Committee packets.

B. FY24 and FY25 ARPA Projects List and Progress Report

- **Review of ARPA Projects List and Progress Reports**
- **Hoover Bunkhouse Shelters – Structural Member Repair Estimates**

Finance Chair Wormley provided a review of the District’s ARPA budget meeting outcomes, stating that the FY24 budget will begin to reduce reliance on the ARPA Fund, and expand ARPA funds available to complete preserve improvement projects.

Grounds and Natural Resources Division Supervisor, Antoinette White, provided updates on quotes received for allowable preserve improvement projects. A quote for the repair of the two bunkhouse shelters at Hoover Forest Preserve was provided and discussed, with direction received to move forward with the repairs following approval of the final ARPA fund project budget amendment.

C. FY24 Farm License Agreements – Review of a Draft License Agreement for Baker Woods Forest Preserve

Director Guritz presented an updated draft License Agreement for Baker Woods Forest Preserve. The agreement include a retire of old hay fields with a new hay field with an exchange agreement for hay for the District.

The Finance Committee provide direction to contact the FY23 50/50 hay share farm operator as well.

Commissioner Kellogg left the meeting at 6:40 pm.

Commissioner Peterson entered the meeting at 6:43 pm.

D. Review of Proposals for Meadowhawk Lodge Floor Repairs

Grounds and Natural Resources Division Supervisor, Antoinette White presented a quote for a flooring repair at Meadowhawk Lodge.

The Finance Committee provided direction to move forward with the proposal and floor repairs.

E. Discussion of the FY24 Fund 1907 Capital Project Budget

The Finance Committee reviewed and discussed the FY24 Fund 1907 capital budget. Priorities include replacement of the Ellis House roof, replacement of the Old Shop roof and exterior envelope, and replacement of District vehicles.

VI. NEW BUSINESS

A. MOTION: Approval of a Motion to Forward the FY24 Preliminary Budget to Commission for Publication

Commissioner DeBolt made a motion to forward the FY24 Preliminary Budget to Commission for publication. Seconded by Commissioner Peterson. Aye, all. Opposed, none.

VII. Other Items of Business

No other items of business were discussed.

VIII. Public Comments

No public comments were offered from citizens in attendance.

IX. Executive Session

None.

X. Adjournment

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

Meeting adjourned at 6:47 pm.

Respectfully submitted,

David Guritz
Executive Director

**KENDALL COUNTY FOREST PRESERVE DISTRICT
COMMISSION MEETING MINUTES
OCTOBER 3, 2023**

I. Call to Order

President DeBolt called the meeting to order at 6:52 pm in the Kendall County Office Building - Second Floor Board Meeting Rooms 209 and 210.

II. Pledge of Allegiance

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

III. Invocation

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

IV. Roll Call

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

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

V. Approval of Agenda

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

VI. Public Comment

No public comments were offered from citizens in attendance.

VII. CONSENT AGENDA

A. Approval of Minutes

- Kendall County Forest Preserve District Committee of the Whole Meeting of September 12, 2023
- Kendall County Forest Preserve District Commission Meeting of September 19, 2023

B. Approval of Claims in the Amount of \$5,000.31

Commissioner Rodriguez made a motion to approve the Consent Agenda. Seconded by Commissioner Peterson.

Motion: Commissioner Rodriguez

Second: Commissioner Peterson

Roll call: Consent Agenda

Commissioner	Aye	Opposed	Commissioner	Aye	Opposed
Bachmann	X		Koukol	X	
DeBolt	X		Peterson	X	
Flowers	X		Rodriguez	X	
Gengler			Shanley		
Kellogg	X		Wormley	X	

Motion unanimously approved.

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

VIII. OLD BUSINESS

No items posted for consideration.

IX. NEW BUSINESS

- A. **MOTION:** Approval of the Kendall County Forest Preserve District Fiscal Year 2024 Preliminary Operating Fund Tax Levy Ordinance #23-11-001 and Budget for Publication

Commissioner Kellogg made a motion to approve Kendall County Forest Preserve District Fiscal Year 2024 Preliminary Operating Fund Tax Levy Ordinance #23-11-001 and Budget for Publication. Seconded by Commissioner Flowers. All, aye. Opposed, none. Motion unanimously approved.

X. Committee Chairman Reports: Commissioners Wormley (Finance) and Koukol (Operations)

Finance Chair Wormley reported that the Finance Committee has been working on the District's FY24 Budget.

Director Guritz provided a summary on the 2003/2012 bond series debt service fund (Fund 1902) discussed at the Finance Committee. Director Guritz reported on the portion of the Fund 1902 fund balance attributed to taxes collected in 2012, the year that refunding of the 2003 Series bonds was completed. These collected taxes need to be credited to the District's remaining debt service schedule, with staff recommending reducing the final levy amount for the 2007 15/16/17 bond series.

Operations Chair Koukol reported the next Operations meeting is tomorrow, October 4th at 6 pm with a goal to discuss development of an equipment rotation schedule.

XI. Public Comments

No public comments were offered from citizens in attendance.

XII. Executive Session

None.

XIII. Other Items of Business

None.

XIV. Adjournment

Commissioner Flowers made a motion to adjourn. Seconded by Commissioner Wormley. Aye, all. Opposed, none. Meeting adjourned at 6:58 pm.

Respectfully submitted,

David Guritz
Director, Kendall County Forest Preserve District

**KENDALL COUNTY FOREST PRESERVE DISTRICT
OPERATIONS COMMITTEE MEETING MINUTES
OCTOBER 04, 2023**

I. Call to Order

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

II. Roll Call

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

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

III. Approval of Agenda

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

IV. Public Comments

No public comments were offered from citizens in attendance.

V. Review of Financial Statements and Cost Center Reports through September 30, 2023

Director Guritz presented an overview of the financial statements and cost center reports through September 30, 2023. The District is on track for generating an operational surplus in FY23. The FY23 operating fund surplus projection is around \$100,000 not including possible farm yield payments.

VI. APPROVAL OF SPECIAL USE PERMITS

- A. Kendall County Planning, Building and Zoning – October 16, 2023 Public Meeting – 5 PM to 9 PM @ Pickerill Estate House
- B. Kendall County Sheriff’s Office – SWAT Team Training – October 16, 2023 – Moonseed Bunk House – 4 PM to Midnight

The Operations Committee reviewed special use permits and fees waived as approved by the Executive Director for upcoming Kendall County functions.

VII. Fees and Charges

A. Review of Proposed FY24 Fees and Charges for Equestrian Center Program Services

Director Guritz presented a proposed updated fees and charges schedule for the Equestrian Center. Commissioner Flowers made a motion to forward the proposed FY24 fees and charges for equestrian center program services to Commission for approval. Seconded by Commissioner Bachmann. Aye, all. Opposed, none.

VIII. Grounds and Natural Resources Reports

- A. Pickerill Estate House – Use and Construction Updates**
- B. Subat Nature Center Project Updates**
- C. 2023 CWD Bow Hunt Program Updates**
- D. General Use Ordinance Enforcement Updates**

Grounds and Natural Resources Division Supervisor, Antoinette White reported that the solar array has been completed and is now online at the Pickerill Estate House. The Phase II Archaeological Survey is underway at Subat Forest Preserve. The 2023 CWD Bow Hunt Program has been successfully filled, with 8-does harvested.

The Operations Committee reviewed two General Use Ordinance violations that are being addressed in consultation with the Kendall County State's Attorney's Office.

IX. Environmental Education and Ellis House and Equestrian Center Reports

- A. Hoover Nature Playspace and Programming Updates**
- B. Program Enrollment Updates**

Environmental Education and Special Projects Manager, Stefanie Wiencke provided a report on increases in large, unscheduled groups using the Hoover Nature Play Space area. Unscheduled large-group use is interfering with scheduled programming and use of the space, and resulting in additional staff time needed to address clean up and repair needs after these groups leave the area. Manager Wiencke reported that District staff is working to build bridges with the visiting groups by asking them to pre-schedule, and staffing group visits to facilitate positive experiences and support responsible use.

The Operations Committee provided direction to continue to monitor the situation, report back on results, and begin to look into additional signage needs for the play space area.

X. Other Items of Business

- A. FY24 Preliminary Budget Updates**
- B. Licnese/Lease Agreement Renewals**
 - a) Sunrise Center North Therapeutic Riding Program License Agreement
 - b) Hoover Grounds Supervisor and Resident Lease Agreement
 - c) Ellis House Caretaker Lease Agreement

- d) Millington Forest Preserve Reciprocal Access Agreement
- e) Hoover Forest Preserve Ball Field – Yorkville Furt License Agreement

Director Guritz provided an overview and updates on the FY24 preliminary budget.

Commissioner Flowers made a motion made a motion to forward the Sunrise Center North Therapeutic Riding Program License Agreement; Hoover Grounds Supervisor and Resident Lease Agreement, Ellis House Caretaker Lease Agreement, Millington Forest Preserve Reciprocal Access Agreement, and Hoover Forest Preserve Ball Field – Yorkville Furt License Agreement to Commission for approval. Seconded by Commissioner Rodriguez. Aye, all. Opposed, none.

Director Guritz reported that he had received email correspondence from WSPY stating that the news outlet had not been sent the District’s meeting agendas. Director Guritz reported that all agendas are posted online a minimum of 48-hours in advance for public inspection in accordance with the Open Meetings Act. All press contacts are sent the District’s annual meeting calendar, and informed in advance of any changes to the regular meeting schedule, and changes in the date, time, or location of any meeting. The District has forwarded WSPY’s email notification of multiple violations of the Open Meetings Act to the State of Illinois Public Access Counselor with a request to clarify OMA requirements.

XI. Chairman’s Report

None.

XII. Public Comments

No public comments were offered from citizens in attendance.

XIII. Executive Session

None.

XIV. Adjournment

Commissioner Flowers made a motion to adjourn the meeting. Seconded by Commissioner Bachmann. Aye, all. Opposed, none. Meeting adjourned at 6:42 pm.

Respectfully submitted,

David Guritz
Executive Director, Kendall County Forest Preserve District

Claims Listing

10/11/2023 3:47:57 PM

Department	Vendor #	Vendor Name	Invoice #	Invoice Description	GL Account	Description	Invoice Amount
Ellis Birthday Parties	51	SYNCB/AMAZON	17PX-NKFV-M16T	Horseshoe Craft-Ellis bday	19001165 63030	Program Supplies	\$89.99
						Sub-Total	\$89.99
					Ellis Birthday Parties	Total	\$89.99
Ellis Grounds	1323	MENARDS	81618	Ellis Grounds Self light torch kit	19001162 68580	Grounds and Maintenance	\$74.68
	1659	SHOREWOOD HOME & AUTO	01-385821	JDC Chute dust collector Grounds	19001162 68580	Grounds and Maintenance	\$137.97
						Sub-Total	\$212.65
					Ellis Grounds	Total	\$212.65
Ellis House	541	FIRST NATIONAL BANK OF OMAHA	9736 - 10/23	Vick FNBO CC office suppl. HP ink	19001160 62000	Office Supplies	\$20.18
						Sub-Total	\$20.18
					Ellis House	Total	\$1,198.54
Ellis House	1323	MENARDS	82154	Ellis House materials, waste can, soap, LED light	19001160 68580	Grounds and Maintenance	\$60.36
	3292	SUMMERS HEATING & COOLING	328217	Ellis house diagnostic of leak, refrigerant	19001160 68580	Grounds and Maintenance	\$479.00
	3292	SUMMERS HEATING & COOLING	329908	Ellis House diagnostic test and recharge furnace	19001160 68580	Grounds and Maintenance	\$639.00
						Sub-Total	\$1,178.36
					Ellis House	Total	\$1,198.54

Ellis Riding Lessons										
51	SYNCB/AMAZON	1T7Y-JW1T- PHC3	Ellis-Cat Food	19001164	63000	Animal Care & Supplies				\$38.57
541	FIRST NATIONAL BANK OF OMAHA	3583 - 10/23	Guritz FNBO CC animal care, office supplies	19001164	63000	Animal Care & Supplies				\$808.96
4523	WESTWIND HAY FARMS	101523	Ellis-Hay	19001164	63000	Animal Care & Supplies				\$650.00
						Sub-Total				\$1,497.53
529	EQUINE VETERINARY PRACTICE LLC	236186	Ellis Riding Vet / Ferrier	19001164	63020	Vet & Farrier				\$190.00
2057	MATTHEW CAVINESS	12023436	Ellis Riding - Vet, Ferrier	19001164	63020	Vet & Farrier				\$450.00
						Sub-Total				\$640.00
						Ellis Riding Lessons				\$2,137.53
3131	GROOT INC	11320637T102	Waste and Recycling Services	19001168	63070	Refuse Pickup				\$119.79
						Sub-Total				\$119.79
						Ellis Weddings				\$119.79
Environmental Educ. Natrl Beg.										
541	FIRST NATIONAL BANK OF OMAHA	3433-10/23	Wiencke FNBO CC - NB - donor appreciation lunch	19001178	63030	Program Supplies				\$141.68
						Sub-Total				\$141.68
						Environmental Educ. Natrl Beg.				\$141.68
Forest Preserve Director										
51	SYNCB/AMAZON	13JD-L914-KJ3R	Storage boxes, batteries	190011	62000	Office Supplies				\$116.80
541	FIRST NATIONAL BANK OF OMAHA	3583 - 10/23	Guritz FNBO CC animal care, office supplies	190011	62000	Office Supplies				\$22.49
1304	MARCO TECHNOLOGIES, LLC	512511106F	Copier 9/28/23-10/28/23	190011	62000	Office Supplies				\$200.55

1323	MENARDS	82158	Batteries, flashlight, extension cord	190011 62000	Office Supplies	\$19.46
					Sub-Total	\$359.30
2047	COMED	09270071631015 23	ComEd Richard Young	190011 63510	Electric	\$23.96
2047	COMED	55147100051015 23	ComEd Harris Arena	190011 63510	Electric	\$36.16
2047	COMED	55147110021015 23	ComEd Harris	190011 63510	Electric	\$11.81
					Sub-Total	\$71.93
3292	SUMMERS HEATING & COOLING	329930	replaced heating system at Ellis	190711 66500	Miscellaneous Expense	\$5,337.00
					Sub-Total	\$5,337.00
2844	SELECTIVE INSURANCE	FLD20598161015 23	Ellis Flood insurance	190011 68000	Liability Insurance Premiums	\$2,215.00
					Sub-Total	\$2,215.00
1665	SHAW MEDIA	10085118 - 09/23	website hosting	190011 68430	Marketing / Publicity	\$59.99
					Sub-Total	\$59.99
4211	HEY AND ASSOCIATES	22-0380-17308	Little Rock Creek Grant Assistance	190711 68500	Project Fund Expenses	\$950.00
					Sub-Total	\$950.00
1323	MENARDS	82002	Sanding Belt, disc	191411 68530	Preserve Improvements	\$13.46

Forest Preserve Director		1323	MENARDS	82080	Sanding disc, sanding belt	191411 68530	Preserve Improvements	\$13.46
		1323	MENARDS	82099	Wood filler, paint roller covers	191411 68530	Preserve Improvements	\$26.97
		1323	MENARDS	82165	ARPA Preserve Improvements	191411 68530	Preserve Improvements	\$48.54
							Sub-Total	\$102.43
						Forest Preserve Director	Total	\$9,095.65
		506	ELBURN NAPA, INC.	4860101523	Filters	19001183 62160	Equipment	\$70.19
		541	FIRST NATIONAL BANK OF OMAHA	5931- 10/23	White FNBO CC Grounds NR oil filter and blades	19001183 62160	Equipment	\$75.85
		541	FIRST NATIONAL BANK OF OMAHA	5931- 10/23	White FNBO CC Grounds NR oil filter and blades	19001183 62160	Equipment	\$77.15
		1060	JOHN DEERE FINANCIAL	1113- 29745101523	Hoover, Grounds Supplies	19001183 62160	Equipment	\$24.96
		1060	JOHN DEERE FINANCIAL	41111- 16381101523	Blade, Hly-gard Gallon	19001183 62160	Equipment	\$236.21
		1323	MENARDS	82090	Plug, leaf blower	19001183 62160	Equipment	\$79.99
							Sub-Total	\$564.35
		1153	KENDALL CO HIGHWAY DEPT	Sept 2023 Fuel	Fuel and Diesel-Sept 2023	19001183 62180	Gasoline / Fuel / Oil	\$1,289.38
							Sub-Total	\$1,289.38
		3131	GROOT INC	11320637T102	Waste and Recycling Services	19001183 63070	Refuse Pickup	\$430.10
							Sub-Total	\$430.10

Grounds and Natural Resources									
1060	JOHN DEERE FINANCIAL	1113-29745101523	Hoover, Grounds Supplies	19001183 63110	Shop Supplies		\$1.49		
1323	MENARDS	82090	Plug, leaf blower	19001183 63110	Shop Supplies		\$5.99		
					Sub-Total		\$7.48		
1849	VERIZON	9944787321	Cell phone services	19001183 63540	Telephones		\$167.85		
3837	T-MOBILE	982008249101523	Cell Phone Services	19001183 63540	Telephones		\$340.97		
3837	T-MOBILE	990345112101523	Ooma Device	19001183 63540	Telephones		\$79.90		
					Sub-Total		\$588.72		
695	GROUND EFFECTS INC	488201	Gravel	19001183 68530	Preserve Improvements		\$61.80		
					Sub-Total		\$61.80		
					Total		\$2,941.83		
					Grounds and Natural Resources				
4502	SCOTT SIMPSON	23-00220	Moonseed Sec Dep Refund	19001171 63040	Security Deposit Refund		\$100.00		
					Sub-Total		\$100.00		
2047	COMED	0756081017-10/23	electricity Hoover bathhouse	19001171 63100	Electric		\$85.17		
2047	COMED	1938021081-10/23	Electricity Hoover House	19001171 63100	Electric		\$49.00		
					Sub-Total		\$134.17		

Hoover

Hoover										
1060	JOHN DEERE FINANCIAL	1113- 29745101523	Hoover, Grounds Supplies	19001171	63120	Building Maintenance	\$47.26			
1323	MENARDS	82114	Building supplies	19001171	63120	Building Maintenance	\$621.23			
						Sub-Total	\$668.49			
1060	JOHN DEERE FINANCIAL	1113- 29745101523	Hoover, Grounds Supplies	19001171	68580	Grounds and Maintenance	\$119.94			
						Sub-Total	\$119.94			
					Hoover	Total	\$1,022.60			
2047	COMED	55142290271015 23	ComEd Pickerill	19001184	63100	Electric	\$14.17			
						Sub-Total	\$14.17			
					Pickerill - Pigott	Total	\$14.17			
						Grand Total	\$16,974.43			

ORDINANCE NO. 23-10-001

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

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

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

WHEREAS, the DISTRICT desires to continue to accommodate the operation of the Sunrise North Therapeutic Riding, Inc. ("LICENSEE") therapeutic riding program for individuals with disabilities; and

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

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

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

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

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

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

Riding, Inc., to the attention of Kris Mondrella, 23061 South Thomas Dillon Drive, Channahon, IL 60410.

PASSED AND APPROVED by the President and Board of Commissioners of the Kendall County Forest Preserve District this 17TH day of October, 2023.

APPROVED: _____
President

ATTEST: _____
Secretary

EXHIBIT 1

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

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

WITNESSETH:

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

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

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

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

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

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

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

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

1.00 LICENSE GRANTED

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

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

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

1.03 License Fees and Charges: During the term of the agreement (January 1, 2024 to December 31, 2024) LICENSEE shall pay the DISTRICT a monthly license fee of eight hundred dollars (\$800.00) on the first day of each month.

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

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

1.06 Term: This Agreement shall be for the term of twelve (12) months commencing from January 1, 2024 and ending upon December 31, 2024. LICENSEE may, subject to written approval of the DISTRICT, renew this agreement for an additional three-year term, provided that LICENSEE serves written notice thereof on the DISTRICT'S Executive Director at least ninety (90) days prior to the expiration of the Agreement. This Agreement and terms, including annual License fees, will be reviewed on an annual basis, or as the need arises, to address changes in the scope of DISTRICT or LICENSEE operations, with any proposed amendments subject to approval in writing by the DISTRICT'S Board of Commissioners and the LICENSEE'S Board of Trustees.

2.00 LICENSEE RIGHTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.07

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

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

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

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

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

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

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

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

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

3.00 LICENSEE RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The books and records maintained shall consist of:

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

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

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

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

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

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

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

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

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

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

4.00 DISTRICT RIGHTS

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

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

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

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

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

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

5.00 DISTRICT OBLIGATIONS

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

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

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

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

6.00 HOLD HARMLESS AND INDEMNIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

7.00 DESTRUCTION OF THE LICENSED PREMISES:

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

8.00 INSURANCE

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

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

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

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

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

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

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

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

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

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

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

9.00 TRANSFERS

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

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

10.00 DISCRIMINATION PROHIBITED

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

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

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

11.00 TERMINATION

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

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

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

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

12.00 EVENTS OF DEFAULT

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

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

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

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

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

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

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

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

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

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

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

13.00 SURRENDER

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

14.00 INTERPRETATION

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

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

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

16.00 ENFORCEMENT

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

17.00 ATTORNEY FEES AND COSTS

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

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

18.00 DISTRICT LIAISON

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

19.00 NOTICES

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

20.00 CONFLICT OF INTEREST

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

21.00 PROHIBITION OF RECORDATION

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

22.00 PERMITS AND LICENSES

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

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

24.00 ENTIRE AGREEMENT

24.01 Entire Agreement: This document constitutes the entire Agreement between the parties for the operation of the LICENSED PREMISES and LICENSEE'S programs for the calendar year 2024 license period. All other agreements, promises and representations with respect thereto are expressly revoked, as it has been the intention of the parties to provide for a complete integration within the provisions of this document and the exhibits attached hereto.

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

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

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

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

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the 17TH day of October, 2023.

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

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

By: _____
Brian DeBolt, President

By: _____

Title: _____

Attest: _____
Seth Wormley, Secretary

Attest: _____

Title: _____

**Kendall County Forest Preserve District
Ellis House Caretaker
Lease Agreement**

THIS AGREEMENT ("Lease Agreement") is made and entered into this 17TH day of October, 2023, by and between the Kendall County Forest Preserve District ("District"), a unit of local government, ("Employee-Tenant") and Shannon Prette (referred to as "Tenant"), an individual currently residing at the Ellis House, 13986 McKanna Rd, Minooka, IL 60447, for and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. PURPOSE.

This Lease Agreement provides for the Tenants' possession and use of the Ellis House apartment and access to the Ellis House maintenance support areas including the first-level reception area and utility room, and the basement storage area, located at Baker Woods Forest Preserve – Ellis House and Equestrian Center 13986 McKanna Rd, Minooka, IL 60447 (hereinafter referred to as the "Residence"), an image of which is attached as Exhibit A, during the Employee-Tenant's employment as the Ellis House Caretaker by the District. By signing this Lease Agreement, the parties affirm their agreement that Employee-Tenant is required to live at the Residence as a condition of their continued employment by the District as the Ellis House Caretaker; the Residence is located on District property; and the Residence is provided for the convenience of the District by allowing Employee-Tenant to promptly respond to District needs at Ellis House and Equestrian Center outside of regular business hours. Also, this Lease Agreement confirms the parties' understanding and agreement that the Tenants' possession and use of the Residence is part of the Employee-Tenant's total wage and benefits compensation package as Ellis House Caretaker for the District. *Nothing in this Lease Agreement is intended to and/or does create a contract of employment, express or implied. Employee-Tenant's employment with the District is "at-will", which means Employee-Tenant's employment relationship may be terminated at any time, with or without cause.*

2. PROPERTY.

2.1 Leased Property. District owns certain real property and improvements consisting of the Residence. District desires to lease the Residence to Tenants upon the terms and conditions contained herein. Tenants desire to lease the Residence from District on the terms and conditions contained herein.

2.2 Personal Property. The District and Tenants each agree that any personal property, such as equipment, furniture, or other non-fixtured items, purchased by either the Tenants or the District, either prior to or during the term of this Lease Agreement shall remain the personal property of the party who furnished the funds to purchase the personal property. All personal property of the Tenants shall be removed from the Premise at the termination of this Lease Agreement, unless otherwise agreed to in writing by the parties. Tenants specifically waive any claim of damage against the District for any personal property damaged as a result of an act of nature, including, but not limited to lightning strikes and floods. District is not responsible for providing any personal property, equipment, furniture or other non-fixtured items to the Tenants.

3. TERM.

3.1 Term. The term of this Lease Agreement commences on December 1, 2023 and shall terminate immediately upon (a) the Employee-Tenant's separation of employment from the District; (b) the Employee-Tenant's reassignment to a different position at the District; or (c) one (1) year after the date of commencement of December 1, 2023 following both parties' execution of this Lease Agreement, whichever occurs first.

3.2 Upon termination of the Lease Agreement, Tenants shall immediately vacate the Residence and shall have seven (7) calendar days to remove all personal property from the Residence, unless otherwise authorized and agreed to in writing by both parties. All obligations outstanding at the time of termination shall survive the Lease Agreement.

3.3 Early Termination. Either party may terminate this Lease Agreement upon providing thirty (30) calendar days written notice to the other party. Except that both parties may agree, in writing, to terminate the Lease Agreement at any time and waive the thirty (30) days written notice.

4. RENT.

4.1 Rent. The rent for the Residence shall be three hundred and eight (\$308.00) per week. This amount includes the cost of Utilities as discussed in Section 12 of this Lease Agreement. The weekly rent payment shall be due and owing on the Saturday immediately following the conclusion of the weekly rental period. For purposes of this Agreement, a week shall be Saturday through Friday. The parties agree that only a single monthly rent payment of three hundred fifty dollars and zero cents (\$350.00) shall be due and owing from Tenants to the District in any month that Employee-Tenant is employed by the District. The balance of the weekly rent value shall be considered a part of the Employee-Tenant's total compensation package during his or her employment with the District as Ellis House Caretaker. Weekends and holidays do not delay or excuse Tenants' obligation to timely pay rent.

4.2 Delinquent Rent. Rent is due no later than the first day of each month. If not paid by the due date, rent shall be considered overdue and delinquent. If Tenant fails to timely pay any monthly rent payment, Tenant will pay District a late charge of \$25.00 per day until rent is paid in full. If the District receives the rent within two (2) calendar days of the Due Date, the District will waive the late charges for that month. Any waiver of late charges under this paragraph will not affect or diminish any other right or remedy the District may exercise for Tenants' failure to timely pay rent.

4.3. Returned Checks. In the event any payment by Tenant is returned for insufficient funds ("NSF") or if Tenant stops payment, Tenant will pay \$25.00 to District for each such check, plus late charges, as described above, which will accrue until District has **received** payment. Furthermore, District may require in writing that Tenants pay all future Rent payments by cash, money order, or cashier's check.

4.4. Order in which funds are applied. The District will apply all funds received from Tenant first to any non-rent obligations of Tenant including late charges, returned check charges, charge-backs for repairs, and brokerage fees, then to rent, regardless of any notations on a check.

5. SECURITY DEPOSIT.

5.1 Amount. Tenant has deposited with the District the required sum of two-hundred fifty dollars and no cents (\$250.00), as security for any damage caused to the Residence during the term hereof.

5.2 Refund. Upon termination of the Lease Agreement, all funds held by the District as security deposit may be applied to the payment of accrued rent and the amount of damages that the District has suffered by reason of the Tenants' noncompliance with the terms of this Lease Agreement or with any and all federal, State, or local laws, ordinances, rules, regulations, and orders affecting the cleanliness, use, occupancy and preservation of the Residence.

A. Deductions.

District may deduct reasonable charges from the security deposit for:

- (1) Unpaid or accelerated rent;
- (2) Late charges;
- (3) Unpaid utilities;
- (4) Costs of cleaning, deodorizing, and repairing the Residence and its contents for which Tenants are responsible;
- (5) Pet violation charges;
- (6) Replacing unreturned keys, garage door openers, or other security devices;
- (7) The removal of unauthorized locks or fixtures installed by Tenants;
- (8) Insufficient light bulbs;
- (9) Packing, removing, and storing abandoned property;
- (10) Removing abandoned or illegally parked vehicles;
- (11) Attorney fees and costs of court incurred in any proceeding against Tenants;
- (12) Any fee due for early removal of an authorized keybox; or
- (13) Other amounts Tenants are responsible to pay under this Lease Agreement.

B. If deductions exceed the security deposit, Tenants will pay to District the excess within ten (10) calendar days after District makes written demand. The security deposit will be applied first to any non-rent items, including late charges, returned check charges, repairs, and brokerage fees, then to any unpaid rent.

6. USE OF RESIDENCE.

The Residence shall be used and occupied solely by Tenants and Tenants' immediate family. It shall be used exclusively as a private, single-family dwelling, and no part of the Residence shall be used at any time during the term of this Lease Agreement by Tenants or Tenants' immediate family for the purpose of carrying on any business (other than District business), profession, or trade of any kind, or for any purpose other than as a private, single-family dwelling. Tenants shall not allow any other person, other than Tenants' immediate family or transient relatives and friends who are guests of Tenants, to use or occupy the Residence without first obtaining District's written consent to such use or occupation. Tenants shall comply with any and all federal, State, and local laws, ordinances, rules, regulations, and orders affecting the cleanliness, use, occupancy and preservation of the Residence. Tenants understand and agree that all residents and visitors of the Residence shall comply with the District's General Use Ordinance while on District property.

7. CONDITION OF RESIDENCE.

7.1 Original Condition. Tenants stipulate, represent, and warrant that Tenants have examined the Residence, and it is, at the time of execution of this Lease Agreement, in good order, in good repair, and in a safe, clean and habitable condition.

7.2 Surrender Condition. Upon termination of this Lease Agreement, Tenants shall surrender the Residence to District in good and broom-clean condition, excepting ordinary wear and tear. Tenants shall remove all of their personal property and any improvements installed by Tenants and required to be removed by the District. Tenants shall return all keys and property belonging to the District.

8. DEFAULTS & REMEDIES,

8.1 Tenants' Default. Tenants shall be in default in the event of any of the following: (a) if Tenants fails to perform any obligation to be performed by Tenants hereunder and such failure shall continue for thirty (30) calendar days after written notice by District; provided, however, if the nature of such default is such that the same cannot reasonably be cured within a thirty (30) calendar day period, then Tenants shall not be deemed to be in default if it shall commence such cure within such thirty (30) calendar day period, and, thereafter, rectify and cure such default with due diligence; or (b) if Tenants abandon or vacate the Residence or ceases to use the Residence for the stated purpose as set forth in this Lease Agreement.

8.2 Remedies in Default. In the event of a default by Tenants, District may pursue any remedies available to it at law or in equity, including injunction, at its option, without further notice or demand of any kind to Tenants or any other person. In the event of a default, the District may also immediately terminate this Lease Agreement and Tenants' right to possession of the Residence and recover possession of the Residence and remove all persons therefrom.

9. ASSIGNMENT AND SUB-LETTING.

Tenants shall not assign this Lease Agreement, or sub-let or grant any license to use the Residence or any part thereof without the District's prior written consent. An assignment, sub-letting, or license without the prior written consent of District or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at District's option, terminate this Lease Agreement.

10. ALTERATIONS AND IMPROVEMENTS.

Tenants shall make no structural repairs, alterations, or improvements of the Residence or construct any building or make any other improvements of the Residence without the prior written consent of District. Any and all alterations, changes, and/or improvements built, constructed, or placed on the Residence by Tenants shall, unless otherwise provided for by written agreement between District and Tenants, be at the Tenants' sole expense and shall become the sole property of the District and remain on the Residence at the termination of this Lease Agreement. At any time during the term of this Lease Agreement, the District shall have the authority to make modifications, alterations, repairs, and improvements as it deems necessary and upon reasonable notice to Tenants.

11. HAZARDOUS MATERIALS.

Tenants shall not keep at the Residence any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion at the Residence or that might be considered hazardous or extra hazardous by any responsible insurance company.

Tenants' Initials: _____

12. UTILITIES.

12.1 Costs. District shall be responsible for arranging and paying for the following utility services: internet, electricity, phone and natural gas (“Utilities”). Tenants are responsible for all other desired services.

12.2 Failure, Stoppage, or Interruptions. District shall not be liable for, and Tenants shall not be entitled to, any damages, abatement, or reduction in rent value by reason of any interruption or failure in the supply of utilities, including, but not limited to interruptions or failures caused by lightning strikes and floods. No failure, stoppage, or interruption of any utility or service, including but not limited to lightning strikes and floods, shall be construed as an eviction of Tenants, nor shall it relieve Tenants from any obligation to perform any covenant or agreement under this Lease Agreement. In the event of any failure, stoppage, or interruption of utilities or services, District’s shall use its reasonable efforts to attempt to restore all services promptly.

12.3 Installation of Equipment. Tenants agree that they shall not install any equipment that exceeds or overloads the capacity of the utility facilities serving the Residence, and that if equipment installed by Tenants requires additional utility facilities, installation of the same shall be at Tenants’ expense, but only after District’s written approval of same.

12.4 Compliance & Modifications. District shall be entitled to cooperate with the energy and water conservation efforts of governmental agencies or utility suppliers. District reserves the right from time to time to make modifications to the utility systems serving the Residence.

13. MAINTENANCE, REPAIR, AND RULES.

13.1 Maintenance Obligations. Tenants will, at their sole expense, keep and maintain the Residence and appurtenances in good and sanitary condition and repair during the term of this Lease Agreement and any renewal thereof. These obligations include, but are not limited to the following requirements:

- A. Not obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only;
- B. Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;
- C. Not obstruct or cover the windows or doors;
- D. Not leave windows or doors in an open position during any inclement weather;
- E. Not hang any laundry, clothing, sheets, etc., from any window, rail, porch or balcony nor air or dry any of same within any yard area or space;
- F. Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of District;
- G. Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. Tenants shall not allow any sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited therein. Any damage to any such

Tenants’ Initials: _____

apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Tenants;

- H. Ensure Tenants' family and guests at all times maintain order in the Residence and at all places on the Residence, and shall not make or permit any loud or improper noises, or otherwise disturb other visitors and District users;
- I. Keep all radios, television sets, stereos, etc., turned down to a level of sound that does not annoy or interfere with other District users;
- J. Deposit all trash, garbage, rubbish or refuse in the locations provided at the Residence and not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of the Residence;
- K. Abide by and be bound by any and all rules and regulations affecting the Residence or Tenants which may be adopted or promulgated by the District's Board of Commissioners.

13.2 Mechanics Liens. Tenants shall keep the Residence free and clear of all encumbrances, mechanics liens, stop notices, demands, and claims arising from work done by or for Tenants or for persons claiming under Tenants, and Tenants shall defend District, its officers, directors, employee, and agents, including its past, present and future commissioners, elected officials, and agents, with counsel of District's choosing, indemnify and save District, its officers, directors, employee, and agents, including its past, present and future commissioners, elected officials, and agents, free and harmless from and against any claims arising from or relating to the same.

14. DAMAGE TO RESIDENCE.

In the event the Residence is destroyed or rendered wholly uninhabitable by fire, storm, earthquake, or other casualty not caused by the negligence of Tenants, the District may terminate this Lease Agreement from such time except for the purpose of enforcing rights that may have then accrued hereunder. Should a portion of the Residence thereby be rendered uninhabitable, the District shall have the option of either repairing such injured or damaged portion or terminating this Lease Agreement. In the event that District exercises its right to repair such uninhabitable portion, such part so injured shall be restored by District as speedily as practicable.

15. ACCESS BY DISTRICT.

District and District's agents shall have the right at all reasonable times, and by all reasonable means, without notice, during the term of this Lease Agreement to enter the Residence for the following purposes:

- A. Inspect the Property for condition;
- B. Make repairs;
- C. Show the Property to prospective Tenants, inspectors, fire marshals, appraisers, or insurance agents;

D. Exercise a contractual or statutory lien;

E. Leave written notice; or

F. Seize non-exempt property after default.

However, absent emergency circumstances, District will make reasonable attempts to give Tenants at least three (3) hours-notice prior to entering the Residence. If Tenant(s) fail to permit reasonable access under this Paragraph, Tenants will be in default.

16. RENTERS' INSURANCE

Tenants will maintain renters' insurance during all times the property is occupied under the terms of this Lease Agreement. Tenants will provide District with proof of renter's insurance within thirty (30) calendar days of the execution of this Lease Agreement. Tenants will promptly notify District of any modification or termination of Tenants' renter's insurance.

17. SUBORDINATION OF LEASE AGREEMENT.

This Lease Agreement and Tenants' interest hereunder are and shall be subordinate, junior, and inferior to any and all mortgages, liens, or encumbrances now or hereafter placed on the Residence by the District, all advances made under any such mortgages, liens, or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens or encumbrances.

18. ANIMALS.

THERE WILL BE NO ANIMALS PERMITTED AT THE RESIDENCE. Tenants shall not permit any animal, domesticated or maintained as pets, including mammals, reptiles, birds, fish, rodents, or insects on the property, even temporarily, except as otherwise agreed to by a separate written Pet Addendum to the Lease Agreement which is attached as exhibit B, and incorporated as if fully set forth herein. If Tenants violate the pet restrictions of this Lease Agreement, Tenants will pay to District a fee of \$10.00 per calendar day, per animal for each calendar day Tenants violate the animal restrictions. District may remove or cause to be removed any unauthorized animal and deliver it to appropriate local authorities by providing at least 24-hour written notice to Tenants of District's intention to remove the unauthorized animal. District will not be liable for any harm, injury, death, or sickness to any unauthorized animal or any person as a result of the unauthorized animal. Tenants agree to indemnify and hold harmless District, its officers, directors, employee, and agents, including its past, present and future commissioners, elected officials and agents, for any harm, injury, death, or sickness to any unauthorized animal or any person as a result of the unauthorized animal. Tenants are responsible and liable for any damage or required cleaning to the Residence caused by any unauthorized animal and for all costs District may incur in removing or causing any unauthorized animal to be removed.

19. WATERBEDS.

THERE WILL BE NO WATERBEDS, unless authorized by a separate written Waterbed Addendum to this Lease Agreement.

20. QUIET ENJOYMENT.

Tenants, upon payment of all of the sums referred to herein as being payable by Tenants and Tenants' performance of all Tenants' agreements contained herein and Tenants' observance of all rules and regulations, shall and may peacefully and quietly have, hold, and enjoy said Residence for the term hereof.

21. INDEMNIFICATION.

District, its officers, directors, employee, and agents, including its past, present and future commissioners, elected officials and agents, shall not be liable for any damage or injury of or to the Tenants, the Tenants' family, guests, invitees, agents or employees, to any person entering the Residence, to the Residence itself, or to goods or equipment at the Residence. Tenants hereby agree to indemnify, defend and hold harmless District, its officers, directors, employee, and agents, including its past, present and future commissioners, elected officials and agents, from any and all claims or assertions of every kind and nature, including claims pertaining to tax liability or obligations. Any attorney representing the District, under this paragraph, shall be approved by the Kendall County State's Attorney, and shall be appointed a Special Assistant State's Attorney. The District's participation in its defense shall not remove District's duty to indemnify, defend, and hold the District harmless.

22. FORCE MAJEURE.

Neither party will be responsible to the other for damage, loss, injury, or interruption of work if the damage, loss, injury, or interruption of work is caused solely by conditions that are beyond the reasonable control of the parties, and without the intentional misconduct or negligence, of that party (hereinafter referred to as a "force majeure event"). To the extent not within the control of either party, such force majeure events include: acts of God, acts of any governmental authorities, fire, explosions or other casualties, vandalism, and riots or war. A party claiming a force majeure event ("the claiming party") shall promptly notify the other party in writing, describing the nature and estimated duration of the claiming party's inability to perform due to the force majeure event. The cause of such inability to perform will be remedied by the claiming party with all reasonable dispatch.

23. EXPENSES AND COSTS.

Should it become necessary for District to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the Residence, Tenants agree to pay all expenses and costs incurred by the District, including, but not limited to the District's reasonable attorneys' fees.

24. RECORDING OF LEASE AGREEMENT.

Tenants shall not record this Lease Agreement on the Public Records of any public office. In the event that Tenants shall record this Lease Agreement, this Lease Agreement shall, at District's option, terminate immediately and District shall be entitled to all rights and remedies that it has at law or in equity.

25. GOVERNING LAW.

This Lease Agreement shall be governed, construed, and interpreted by, through and under the Laws of the State of Illinois. The parties agree that the venue for any legal proceedings between them shall be the Circuit Court of Kendall County, Illinois, Twenty-Third Judicial Circuit, State of Illinois.

26. SEVERABILITY.

If any provision of this Lease Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Lease Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

27. BINDING EFFECT.

The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.

28. DESCRIPTIVE HEADINGS.

The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the District or Tenants.

29. NON-WAIVER.

No delay, indulgence, waiver, non-enforcement, election or non-election by District under this Lease Agreement will be deemed to be a waiver of any other breach by Tenants, nor shall it affect Tenants' duties, obligations, and liabilities hereunder.

30. MODIFICATION.

The parties hereby agree that this document contains the entire agreement between the parties and this Lease Agreement shall not be modified, changed, altered, or amended in any way except through a written amendment signed by all of the parties hereto. The parties further agree that the previous agreement dated December 1, 2022 is hereby rescinded in its entirety effective November 30, 2023.

31. NOTICE.

Any notice required or permitted to be given pursuant to this Lease Agreement shall be duly given if sent by fax, certified mail, or courier service and received. In the case of District, notice shall be given to David Guritz, Director of the Kendall County Forest Preserve, 110 West Madison Street, Yorkville, Illinois, 60560, fax (630) 553-4023, with copy sent to: Kendall County State's Attorney, 807 John Street, Yorkville, Illinois, 60560, fax (630) 553-4204, and in the case of Tenants, notice shall be given to Shannon Prette at the Residence.

32. APPROVAL.

This Lease Agreement is contingent on, and subject to approval by a majority of the Kendall County Forest Preserve District Board of Commissioners.

As to District this 17th day of October, 2023.

DISTRICT:

Sign: _____
Brian DeBolt, President

Print: _____ Date: _____

Attest: _____
David Guritz, Executive Director

As to Tenant, this 17th day of October, 2023.

TENANT:

Sign: _____
Shannon Prette

Print: _____ Date: _____

EXHIBIT A:



Location of 2nd Floor Studio Apartment at Ellis House and Equestrian Center

EXHIBIT B
Pet Addendum to Kendall County Forest Preserve District
Ellis House Caretaker and Resident Apartment
Lease Agreement

THIS Pet Addendum ("Addendum") is incorporated as if fully set forth in the Kendall County Forest Preserve District Ellis House Caretaker Lease Agreement made and entered into on the 17th day of October, 2023, by and between the Kendall County Forest Preserve District ("District"), a unit of local government, and Shannon Prette ("Employee-Tenant") referred to as "Tenant", an individual currently residing at 13986 McKanna Rd, Minooka, IL 60447 ("Lease Agreement"). For and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. INCORPORATION.

The Lease Agreement, and all of its terms are incorporated as if fully set forth herein. In the event of a conflict between the terms of this Pet Addendum and the Lease Agreement, the terms of the Lease Agreement shall prevail.

2. PURPOSE.

The purpose of this Addendum is to permit Tenants to keep three domestic house cats ("Pets"), currently owned by Tenants, at the Residence, as defined in the Lease Agreement. The scope of this permission is limited to the animals identified in this Addendum. This Addendum does not permit Tenants to allow any other pets or domesticated animals at the Residence.

3. PETS.

The pets that are the subject of this Addendum are described as follows:

Name: <u>Belli</u>	Name: <u>Rogue</u>
Breed: <u>Tabby</u>	Breed: <u>Tortie</u>
Color:	Color:
Weight:	Weight:
Age: <u>9</u>	Age: <u>4</u>

Tenant requests and is extended permission to keep a third domestic cat with breed description to-be-submitted.

4. ADDITIONAL RENT.

Rent Value. The Tenants shall pay an additional rent payment in the amount of zero dollars and no cents (\$0.00) per week in consideration for being permitted to keep the Pets at the Residence. This additional rent payment is to be paid on the 1st of every month and must cover all weeks that start within that month. Pursuant to the Lease Agreement, a week will be Saturday through Friday. The additional pet rent is subject to the rent terms identified in subsections 4.2, 4.3, and 4.4 the Lease Agreement.

5. PET SECURITY DEPOSIT.

Tenants must also post an additional Pet Security Deposit in the amount of zero dollars and no cents (\$0.00). The Pet Security Deposit, intended to cover the costs of all cleaning and repairs required as a result of the Pets, is waived by the District. The Pet Security Deposit is subject to all of the terms of the Security Deposit identified in section five (5) of the Lease Agreement and is due upon execution of the Lease Agreement.

5. RULES AND MAINTENANCE.

Tenants agree to the following requirements:

- A. Tenants will keep their Pets under control at all times.
- B. Tenants will keep their Pets restrained, but not tethered, when they are outside of the Residence.
- C. Tenant will adhere to all federal, State, and local statutes, rules, regulations, orders, and ordinances pertaining to pet care and maintenance, including leash and licensing requirements.
- D. Tenants will not leave their Pets unattended for an unreasonable period of time.
- E. Tenants will promptly clean up after their Pets and dispose of their Pets' waste properly.
- F. Tenants will keep their Pets from being unnecessarily noisy or aggressive and causing any annoyance or discomfort to others and will promptly remedy any complaint once notified of the complaint by District.
- G. Tenants will provide their Pets with regular health care, including required inoculations.
- H. Tenants will provide the Pets with identification tags.
- I. Tenants will remove any offspring produced by the Pets within eight (8) weeks of birth, unless otherwise agreed to in writing by the District.

6. INDEMNIFICATION.

In addition to the indemnification provision in section twenty-one (21) of the Lease Agreement, District, its officers, directors, employee, and agents, including its past, present and future commissioners, elected officials and agents, shall not be liable for any damage or injury to any person or property caused by or relating to the Pets. Tenants hereby agree to indemnify, defend and hold harmless District, its officers, directors, employee, and agents, including its past, present and future commissioners, elected officials and agents, from any and all claims or assertions of every kind and nature caused by or relating to the Pets. Any attorney representing the District, under this paragraph, shall be approved by the Kendall County State's Attorney, and shall be appointed a Special Assistant State's Attorney. The District's participation in its defense shall not remove District's duty to indemnify, defend, and hold the District harmless.

7. REVOCATION.

District retains the right to revoke the permission granted in this Addendum by providing thirty (30) calendar days written notice to Tenants.

8. DEFAULT.

Failure to comply with the terms of this Addendum shall be considered a default of the Lease Agreement subject to the remedies identified in section eight (8) of the Lease Agreement.

As to District this 17th day of October, 2023.

DISTRICT:

Sign: _____
Brian DeBolt, President

Print: _____ Date: _____

Attest: _____
David Guritz, Director

As to Tenants, this 17th day of October, 2023.

TENANTS:

Sign: _____
Shannon Prette

Print: _____ Date: _____

Sign: _____
Attest

Print: _____ Date: _____

Kendall County Forest Preserve District
Reciprocal Access and Designated Trail Riding License Agreement

This Reciprocal Access and Designated Trail Riding License Agreement (“Agreement”) is entered into upon the date of the last signature below, by and between the Kendall County Forest Preserve District, a body politic and Illinois unit of local government (hereinafter the “District”), and Robert Bright, as Trustee of the Madison Trust and Castle Bank, N/A (hereinafter to as “Bright”), the premises located at 10978 Crimmins Rd, Newark, IL 6054, being a primary residence of the Bright Family.

RECITALS

1. The District owns certain parcels of land commonly known as the Millington Forest Preserve in Newark, Illinois identifiable by the following Parcel ID Numbers: 04-29-300-011; 04-29-300-013; 04-32-100-007; 04-32-100-009; 04-32-100-005, and 04-28-300-002).
2. Bright owns the property known as Brighter Daze Farm in Newark, Illinois, which includes those parcels of land identifiable by the Parcel ID Numbers (“PINS”) 04-30-400-007; 04-29-300-010 and 04-29-300-012, including an access drive to Millington Forest Preserve located on said parcels of land (“Access Drive”).
3. Millington Forest Preserve contains natural areas, stream corridors and agricultural lands that includes an unimproved turf trail corridor.
4. The District desires permitted access to the Access Drive, as set forth in further detail in the attached **Exhibit A** incorporated herein by reference, to provide vehicular and equipment access by District staff, farm operators licensed by the District, and other District contractors for the purposes of supporting row crop farming, and natural area and natural resources management activities, and other preserve maintenance activities.
5. Bright desires permitted access to the Millington Forest Preserve unimproved trail system for the purpose of horseback riding on designated trails as set forth in further detail in the **Exhibit B** incorporated herein by reference (the “Designated Trail Corridor”), and to provide voluntary assistance maintaining the Designated Trail Corridor.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the District and Bright agree as follows:

1. Incorporation

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

2. Reciprocal Grant of License - License Period

Subject to the terms and conditions contained in this Agreement, the District grants to Bright a **twelve-month license and permit (the “Bright License”) beginning on February 23, 2024 and ending on February 23, 2025** to access the Designated Trail Corridor for horseback riding

from sunrise to sunset. Such use is to be in accordance with this Agreement. The District shall issue twenty (20) permit tags representing the total number of horses owned or boarded by Bright's family members, employees, and patrons for display when accessing the Designated Trail Corridor. Family members, employees, and patrons of Bright shall also have a non-exclusive right to use of the Designated Trail Corridor pursuant to the terms of this Agreement and the Kendall County Forest Preserve District's General Use Ordinance.

Subject to the terms and conditions of this Agreement, Bright grants to the District a **twelve-month license (the "District License") beginning on February 23, 2024 and ending on February 23, 2025** to access Millington Forest Preserve for District purposes utilizing the Bright's existing Access Drive located only on those parcels named within provision 2 of the above Recitals, and further identifiable on Exhibit A.

The Access Drive and the Designated Trail Corridor may be collectively referred to herein as the "Licensed Areas".

3. Non-Exclusive Licenses

Both the Bright License and the District License shall be non-exclusive. The District and Bright shall continue their respective uses of the Licensed Areas subject to the terms and conditions of this Agreement and the Kendall County Forest Preserve District's General Use Ordinance.

This Agreement is not, and does not, constitute a lease or other rental agreement. Both Bright's and District's non-exclusive rights to use the Licensed Areas may be terminated in accordance with the terms set forth in this Agreement, where applicable.

Should conflicts in the Parties' use of the Designated Trail Corridor arise, District activities taking place at Millington Forest Preserve shall take precedence over Bright's permitted access to the Designated Trail Corridors. Bright shall temporarily cease its use of the Designated Trail Corridor under this Agreement and the Bright License when such use conflicts with the District's use of the Designated Trail Corridor ("Bright's Conflicting Use"). Bright's Conflicting Use shall cease until such a time when Bright's use of the Designated Trail Corridor no longer conflicts with District's use of same. The District shall provide notice to Bright of the potential of a conflicting use of the Designated Trail Corridor within a reasonable time of District becoming aware of same.

4. District Access to the Access Drive

The District shall have the right, but not the obligation, to access Millington Forest Preserve using the Access Drive between 9 am and 4 pm Monday through Thursday ("Regular Business Hours"). The District shall use the Access Drive in such manner as to not unreasonably interfere with the rights of Bright under this Agreement, including but not limited to driving at or below a speed limit of ten miles per hour (10 mph). Bright shall provide to the District reasonable use of the Access Drive outside of Regular Business Hours upon request from the District as set forth in this Section 4.

The District acknowledges that Bright utilizes a gate to control access to the Access Drive. Bright shall provide to District use of the apparatus responsible for operating the gate, including but not limited to any access codes necessary for gate operation, to permit District use of the Access Drive within Regular Business Hours.

Should the District require use of the Access Drive outside of Regular Business Hours, the District shall request same from Bright as set forth herein. The District shall make a request to use the Access Drive outside of Regular Business Hours by contacting representatives of Bright via telephone or email using the following contact information:

- a. Primary contact: Robert Bright
Ph: (630) 417-1548
Email: BobSr2@route66construction.com
- b. Secondary contact: Joann Bright-Theis
Ph: (630) 774-0042
Email: joannbright91@gmail.com
- c. Alternate Contact: Nicola Bright
Ph: (815) 695-9955
nicola@ryanex.com
- d. Alternate Contact: Adam Theis
Ph: (630) 880-6387
Email: atheis@griffithfoods.com

The District shall make such a request at least twenty-four (24) hours prior to requiring use of the Access Drive outside of Regular Business Hours. Bright shall comply with District's request upon receipt of sufficient request as set forth above.

5. Payment Provisions

Bright shall provide a lump sum payment to the District of one dollar (\$1.00) paid-in-hand representing payment in full for the twelve-month License for use of the Designated Trail Corridor. District shall provide a lump sum payment to Bright of one dollar (\$1.00) paid-in-hand representing payment in full for the District License.

6. Trail Maintenance

Bright, its contractors, agents and volunteers may, at Bright's own expense, perform routine maintenance within the Designated Trail Corridor ("Routine Maintenance"). Routine Maintenance shall be limited to clearing of overhanging limbs or vegetation within the Designated Trail Corridor. No motorized power equipment, mowers, or chemicals which may cause trail compaction, erosion or other impacts to surrounding flora and vegetation may be used or applied during Routine Maintenance without receiving prior written permission from the District's Executive Director. Bright shall not make any structural improvements and/or changes to the District's property without the prior written consent of the District. Bright shall email the District at dguritz@kendallcountyil.gov at least twenty-four (24) hours prior to entering the Designated Trail Corridor to perform any Routine Maintenance. Bright shall be prohibited from performing Routine Maintenance when instructed not to do so by the District or its Executive Director.

Bright shall indemnify, defend and hold-harmless the District, its officials, officers, employees, including their past, present, and future Commissioners, elected officials and agents, from any cause or claim related to or arising out of Bright's, its contractor's, agents and/or volunteer's Routine Maintenance in conformity with the indemnification provisions provided herein.

Bright may, with the prior written consent of District, contract out Routine Maintenance of the Designated Trail Corridor provided that any contractor engaged by Bright for such purpose, or

any subcontractor of such contractor, is approved by the District and complies with the insurance and indemnification requirements contained herein ("Maintenance Contractor"). Bright acknowledges and agrees that the District expressly withholds prior authorization from Bright to contract out any Routine Maintenance or any other work that would constitute a "public work" under the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*)

Bright shall have the following clauses placed within any contracts with Maintenance Contractors who will be tasked with maintenance activities, including but not limited to Routine Maintenance, in the Licensed Areas:

- a. Maintenance Contractor shall indemnify, hold harmless and defend with counsel of the District's own choosing, the District, its officials, officers, employees, including their past, present, and future Commissioners, elected officials and agents from and against all liability, claims, suits, demands, proceedings and actions, including costs, reasonable fees and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property (collectively, "Claims"), to the extent such Claims result from the performance of this contract by Contractor or those Claims are due to any negligent, intentional, or willful acts, errors, omissions or misconduct of Contractor in its performance under this Agreement. Nothing contained herein shall be construed as prohibiting the District, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Indemnification obligations shall survive the termination of this Agreement.
- b. Maintenance Contractor shall obtain and continue in force, during the term of the Agreement, all insurance as set forth below. Each insurance policy shall not be cancelled or changed without thirty (30) days prior written notice, given by the insurance carrier to the District. Before starting work hereunder, Contractor shall deposit with the District certificates evidencing the insurance it is to provide hereunder: (a) Worker's Compensation and Occupational Disease Disability insurance, as required by the State of Illinois, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease, (b) Employer's comprehensive general liability insurance for both personal injury and property damage in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 aggregate per project, (c) Comprehensive business automobile liability insurance in the minimum amount of \$1,000,000 combined single limit, (d) Minimum umbrella occurrence insurance of \$5,000,000 per occurrence and \$5,000,000 aggregate, (e) and if Professional Services shall be contracted for, Professional liability insurance in the minimum amount of \$1,000,000 combined single limit. The District shall be named as an Additional Insured on a Primary and Non-Contributory basis with respect to all liability coverage. Further, all liability and workers' compensation policies must include a waiver of subrogation in favor of the District. The District shall also be designated as the certificate holder. The District's or BrighterDaze Farm, LLC failure to demand such certificate of insurance shall not act as a waiver of Contractor's obligation to maintain the insurance required under this Agreement. The insurance required under this Agreement does not represent that coverage and limits will necessarily be adequate to protect Contractor, nor be deemed as a limitation on Contractor's liability to the District in this Agreement.

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

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

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

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

- c. Maintenance Contractors shall comply with all federal, state and local rules, regulations and licensing requirements, including without limitation licensing requirements of Kendall County and the District, in the conduct of their business and the performance of maintenance services.
- d. Maintenance Contractors and their consultants, employees, contractors, subcontractors, and agents agree to comply with all provisions of 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.
- e. Maintenance Contractors, 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.
- f. Maintenance Contractor agrees to comply with all applicable federal, state and local laws and regulatory requirements and to secure such licenses as may be required for its employees and to conduct business in the state, municipality, county and location. Such obligation includes, but is not limited to, environmental laws, civil rights laws, prevailing wage and labor laws.
- g. All services to be undertaken by Maintenance Contractor shall be carried out by competent and properly trained personnel of Maintenance Contractor to the highest standards and to the satisfaction of District. All services, materials and components shall conform to relevant manufacturers' and equipment suppliers' specifications, and all materials and spare parts shall be obtained from the original equipment manufacturers or from suppliers approved by them. No warranties implied or explicit may be waived or denied.

- h. It is understood and agreed that Maintenance Contractor is an independent contractor and is not an employee of, partner of, agent of, or in a joint venture with the District. Maintenance Contractor understands and agrees that Maintenance Contractor is solely responsible for paying all wages, benefits and any other compensation due and owing to Maintenance Contractor 's officers, employees, and agents for the performance of services set forth in the contract Maintenance Contractor further understands and agrees that Maintenance Contractor is solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for Maintenance Contractor 's officers, employees and/or agents who perform services as set forth in the Agreement. Maintenance Contractor also acknowledges its obligation to obtain appropriate insurance coverage for the benefit of Maintenance Contractor, Maintenance Contractor's officers, employees and agents and agrees that District is not responsible for providing any insurance coverage for the benefit of Maintenance Contractor, Maintenance Contractor's officers, employees and agents. Maintenance Contractor hereby agrees to defend with counsel of District's own choosing, indemnify and waive any right to recover alleged damages, penalties, interest, fees (including attorneys' fees), and/or costs from District, its Commissioners, board members, officials, employees, insurers, and agents for any alleged injuries that Maintenance Contractor, its officers, employees and/or agents may sustain while performing services under the Agreement.
- i. Maintenance Contractor shall exercise general and overall control of its officers, employees and/or agents. Maintenance Contractor agrees that no one shall be assigned to perform work at District's facilities or on District property on behalf of Maintenance Contractor, Maintenance Contractor 's consultants, subcontractors and their respective officers, employees, agents and assigns unless Maintenance Contractor has completed a criminal background investigation for each individual to be performing work at the site. In the event that the individual's criminal background investigation reveals that the individual has a conviction record that has not been sealed, expunged or impounded under Section 5.2 of the Criminal Identification Act, Maintenance Contractor agrees that the individual shall not be assigned to perform work on or at District's facilities or on District Property absent prior written consent from District. District, at any time, for any reason and in District's sole discretion, may require Maintenance Contractor and/or Maintenance Contractor's consultants, and/or subcontractors to remove any individual from performing any further work under the contract.
- j. Maintenance Contractor hereby waives any claim of lien against subject premises on behalf of Maintenance Contractor, its officers, insurers, employees, agents, suppliers and/or sub-contractors employed by this Agreement. Upon completion of the project and as a condition prior to payment in full, Maintenance Contractor shall tender to District a final waiver of lien for all subcontractors and/or suppliers.
- k. The District, at any time, for any reason and in the District's sole discretion, may require any of Licensee's Maintenance Contractors, and/or subcontractors to be removed and enjoined from performing any further work on District property.

Prior to performing maintenance, including but not limited to Routine Maintenance, on the Licensed Areas, Bright shall provide to the District in writing the name, address, telephone number and email address of the Maintenance Contractor hired to complete any maintenance work and that of Bright's authorized representative(s) who will have authority to make decisions

and take actions on behalf of Bright, with respect to this Agreement, and Bright's obligations hereunder, including in the event of an emergency situation requirement immediate action.

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

Bright shall be responsible for the protection of all maintenance work (including, but not limited to, all work performed by Bright, its agents or any Maintenance Contractor(s) or contractor(s) employed by Bright) until its completion, and shall, at Bright's own expense, replace damaged or lost materials or repair damaged parts of the maintenance work, and that Bright shall be liable therefore. Bright shall remove from the vicinity of the maintenance work upon its completion all surplus material or equipment belonging to Bright, its agents or the Maintenance Contractor or sub-contractor employed by Bright, or used under their direction during maintenance. Bright shall remove all surplus materials, and debris of all kinds from the maintenance site, or portions of property at or adjacent to the site of the maintenance.

The District shall have no liability or responsibility for the protection, safety or condition of the Licensed Areas, Bright's or Bright's Contractor's Agents, Equipment, Employees, Horses or Trail Riders, and Bright hereby waives and all claims against the District in regard to the same.

Bright shall immediately advise the District of any damage to any District property.

The District shall assume no liability or responsibility for property lost or stolen on District property, or for personal injuries sustained on District property during Bright's use or Maintenance Contractor's use of any District property and Bright hereby waives, releases, protects, indemnifies and shall defend the District of any and all claims against the District in regard to the same as set forth below.

7. Indemnification

To the extent allowable by law, Bright shall indemnify, hold harmless and defend with counsel of the District's own choosing, the District, its officials, officers, employees, including their past, present, and future Commissioners and agents from and against all liability, claims, suits, demands, proceedings and actions, including costs, reasonable fees and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property (collectively, "Claims"), to the extent such Claims directly or indirectly result from the Bright's usage of the Licensed Areas, Bright's maintenance of the Licensed Areas, Maintenance Contractor's maintenance of the Licensed Areas, or those claims are due to any negligent, intentional and/or willful acts, errors, omissions or misconduct of Bright or its agents, including but not limited to Maintenance Contractors, in its performance of this Agreement, or any other activities under the Bright License. Nothing contained herein shall be construed as prohibiting the District from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Indemnification obligations shall survive the termination of this Agreement.

To the fullest extent permitted by the laws of the State of Illinois, Bright hereby waives any and all rights or claims Bright may have at any time against the District, its Commissioners, officers,

agents and employees for injury to or the death of any person, or for damage, destruction or loss of any property, sustained or incurred by Bright or any person claiming by, through or under Bright in connection with the exercise by such persons and the rights and privileges granted to Bright hereunder, or the conduct of the occurring on the Licensed Areas, except to the extent that such loss, damage or destruction is caused by the willful and wanton conduct of the District or District's agents and employees. Bright also waives any claims for any personal injury or any loss or damages caused by fire, vandalism, theft or other casualty, to or of any vehicle, equipment, merchandise or personal property on District property at any time arising out of the period of this Agreement.

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

8. Provision and Maintenance of Equipment

Bright and Bright's Maintenance Contractors shall be responsible for selecting only equipment that meets any and all safety standards and ratings applicable to such equipment. It is further understood that the District shall have no obligation to provide any of the above referenced equipment.

9. Bright's Rights and Obligations

In performing under the terms of this Agreement, Bright shall adhere to all applicable laws, regulations and Kendall County and District ordinances, rules, regulations, policies, and procedures. Bright and all of Bright's employees, contractors, volunteers, members, agents, and participants shall follow the District's General Use Ordinance whenever on District Property. (General Use Ordinance is available here:

<https://www.kendallcountyil.gov/home/showpublisheddocument/25140/637997948958070000>

Violation of the District's General Use Ordinance shall result in the immediate suspension of this License Agreement pending review of the violation and determination of penalty by the District's Board of Commissioners.

Bright shall inspect the Designated Trail Corridor prior to executing this Agreement to determine that the Designated Trail Corridor is reasonably suited for the use(s) contemplated by Bright. Thereafter, Bright shall inspect the Licensed Areas prior to and subsequent to each use by Bright to identify any potential safety hazards. Bright shall take all reasonable and appropriate measures to protect all participants and officials and any other persons reasonably anticipated to be present during, or involved in, the uses contemplated by this Agreement and the Bright License, from known or foreseeable safety hazards. Bright shall promptly advise the District of any known or foreseeable safety hazards upon Bright obtaining knowledge of same, and prior to using, or allowing others to use the Licensed Areas.

Bright shall use the Designated Trail Corridor at its own risk. Bright is solely responsible for any and all supervision and security services for its use of the Designated Trail Corridor, and acknowledges that the District shall not provide, nor shall it be obligated to provide, any security or protection in connections with the Bright's use of the Designated Trail Corridor.

10. Term, Termination and Modification

Either party reserves the right to request from the other party alterations the terms and conditions of this Agreement, or to terminate this Agreement and any license issued hereunder after providing fourteen (14) days advance written notice. The District reserves the right to terminate the Bright License without notice due to the misconduct of Bright or any person associated with Bright or actions of those present at the Bright 's event that involve misuse, destruction, or damage to District property, or for any violation of this Agreement of restrictions set forth in the permit issued under the Bright License. Further, the District reserves the right to terminate this Agreement without notice for purposes deemed necessary for public safety, necessary for the preservation of property.

Unless sooner terminated in accordance with the provisions of this Agreement, and subject to the survival of certain obligations as provided in this Agreement, this Agreement shall terminate for all purposes on February 25, 2024. Use of designated trail by Bright after this date will be considered a violation of the District's General Use Ordinance.

11. No Third Party Beneficiary / Joint Venture

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

12. Liens

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

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

13. General Provisions

The indemnification provisions set forth in this Agreement and all other rights and obligations of the District and Bright which by their terms may necessarily be exercised or performed after the

termination of this Agreement or expiration of this Agreement, shall survive such termination or expiration.

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

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

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

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

Any notice required or permitted to be given pursuant to this Agreement shall be duly given if sent by fax, certified mail, or courier service and received, in the case of notice to the District, Kendall County Forest Preserve District, Attention: Director, 110 West Madison Street, Yorkville, Illinois, 60560, fax (630) 553-4023 with copy sent to: Kendall County State's Attorney, 807 John Street, Yorkville, Illinois, 60560, fax (630) 553-4204.

And, in the case of Bright, to: Robert Bright 10978 Crimmins Rd, Newark, IL

Neither party shall assign, sublet, sell, or transfer its interest in this Agreement without the prior written consent of the other.

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

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

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

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

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.

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

IN WITNESS WHEREOF, the District and the Bright has caused this Agreement to be executed by a duly authorized officer thereof as of October 17, 2023.

By: _____ Date: _____
Brian DeBolt, President
Kendall County Forest Preserve District

By: _____ Date: _____
Robert Bright, Trustee
Madison Trust Castle Bank N/A

2024-2025 Reciprocal Access and Designated Trail Riding License Agreement - EXHIBIT A

ZONING PLAT OF
PART OF THE SOUTHWEST QUARTER OF SECTION 29,
PART OF THE SOUTHWEST QUARTER OF SECTION 30,
PART OF THE NORTHEAST QUARTER OF SECTION 31, and
PART OF THE NORTHEAST QUARTER OF SECTION 31, T36N-R6E, 3rd PM
FOX TOWNSHIP KENDALL COUNTY ILLINOIS

DEVELOPER:
Bryant/Dana Farm
5876
1078 Channah Road
Newark, Illinois 62551

PROPERTY LOCATION:
PINE: 04-31-300-010, -012, -013, -014, -015
PINE: 04-31-300-016, -017, -018, -019
PINE: 04-31-300-020, -021, -022, -023
PINE: 04-31-300-024, -025, -026, -027, -028, -029

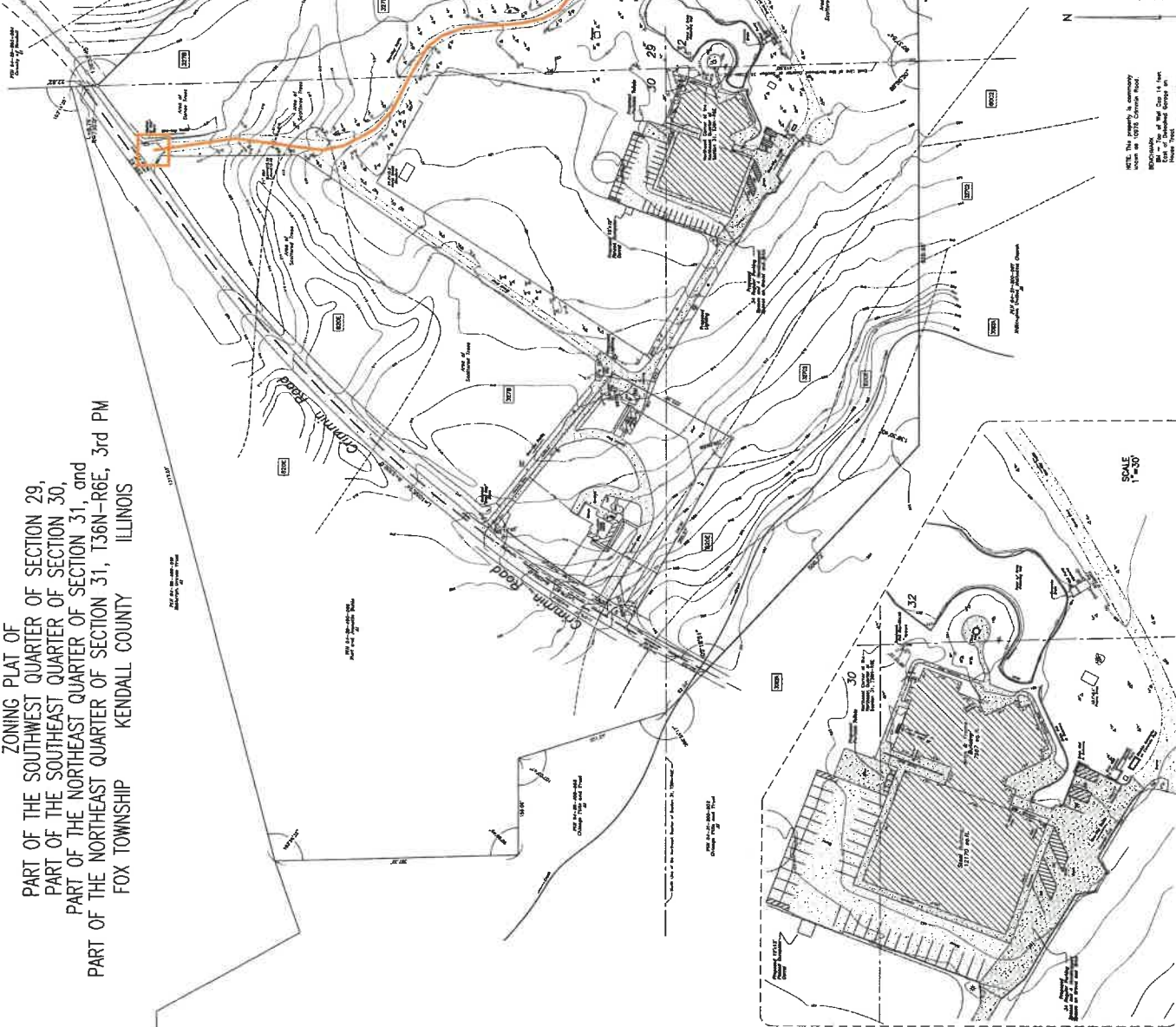
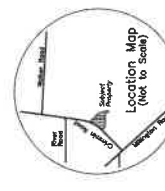
AREA TO BE REZONED:
38.8397 Acres

PRESENT ZONING:
A-1

PROPOSED ZONING:
A-1, SU

FLOODPLAIN STATEMENT:
This project is located within the floodplains of the following water bodies:
1. The Mississippi River, with a flood plain extending approximately 1/4 mile from the river.
2. The Illinois River, with a flood plain extending approximately 1/4 mile from the river.
3. The Springfield River, with a flood plain extending approximately 1/4 mile from the river.
4. The Muddy River, with a flood plain extending approximately 1/4 mile from the river.
5. The Kaskaskia River, with a flood plain extending approximately 1/4 mile from the river.
6. The Cahokia River, with a flood plain extending approximately 1/4 mile from the river.
7. The Kaskaskia River, with a flood plain extending approximately 1/4 mile from the river.
8. The Cahokia River, with a flood plain extending approximately 1/4 mile from the river.
9. The Kaskaskia River, with a flood plain extending approximately 1/4 mile from the river.
10. The Cahokia River, with a flood plain extending approximately 1/4 mile from the river.

WETLANDS STATEMENT:
The subject property, including any adjacent property, is not located within the wetlands of the following water bodies:
1. The Mississippi River, with a flood plain extending approximately 1/4 mile from the river.
2. The Illinois River, with a flood plain extending approximately 1/4 mile from the river.
3. The Springfield River, with a flood plain extending approximately 1/4 mile from the river.
4. The Muddy River, with a flood plain extending approximately 1/4 mile from the river.
5. The Kaskaskia River, with a flood plain extending approximately 1/4 mile from the river.
6. The Cahokia River, with a flood plain extending approximately 1/4 mile from the river.
7. The Kaskaskia River, with a flood plain extending approximately 1/4 mile from the river.
8. The Cahokia River, with a flood plain extending approximately 1/4 mile from the river.
9. The Kaskaskia River, with a flood plain extending approximately 1/4 mile from the river.
10. The Cahokia River, with a flood plain extending approximately 1/4 mile from the river.



SOils (From Map Soil Survey)

USDA Soil Series: 08-100 (clayey, silty)	100%
USDA Soil Series: 08-100 (clayey, silty)	100%
USDA Soil Series: 08-100 (clayey, silty)	100%
USDA Soil Series: 08-100 (clayey, silty)	100%
USDA Soil Series: 08-100 (clayey, silty)	100%
USDA Soil Series: 08-100 (clayey, silty)	100%
USDA Soil Series: 08-100 (clayey, silty)	100%
USDA Soil Series: 08-100 (clayey, silty)	100%
USDA Soil Series: 08-100 (clayey, silty)	100%
USDA Soil Series: 08-100 (clayey, silty)	100%

SCALE
1" = 80'

SCALE
1" = 400'

NOTES:
1. This zoning is temporary.
2. The zoning is for agricultural purposes.
3. The zoning is for agricultural purposes.
4. The zoning is for agricultural purposes.
5. The zoning is for agricultural purposes.
6. The zoning is for agricultural purposes.
7. The zoning is for agricultural purposes.
8. The zoning is for agricultural purposes.
9. The zoning is for agricultural purposes.
10. The zoning is for agricultural purposes.

JOB NO.	18187
PROJ. NAME	RESPONDENCE PLAN
REVISION DATE	12/17/17

LAND SURVEYING - TOPOGRAPHIC MAPPING - LIC #184-002275
Phillip D. Young and Associates, Inc.
1107B South Bridge Street
Tamanly, Illinois 62550
Telephone (630)553-1580

December 7, 2018

Reciprocal Access and Designated Trail Riding License Agreement - Exhibit B

Chimmin Road

Millington
Forest
Preserve

IL 71

Designated Equestrian Trail Corridor



Millington FP Designated Trail Corridor

ORDINANCE #23-10-002

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

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

RECITALS

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

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

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

AGREEMENT

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

1. Incorporation

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

2. Grant of License - License Period

Subject to the terms and conditions contained in this Agreement, the District grants to Licensee **a one-year license (the “License”) beginning on March 15, 2024 and ending on July 31, 2024** to use the License Area to conduct the Programs on the dates and during the hours specified within the attached **Exhibit B**. This license may be renewed for a subsequent two year term subject to approval by the Kendall County Forest Preserve District after December 1, 2023. Exhibit B shall be negotiated and amended each subsequent year within the approximate timeframe thereafter (the “License Periods”). Exhibit B is attached and incorporated into this Agreement by reference. Such use in accordance with this Agreement is hereinafter referred to as the “Licensed Use”. The District shall issue permits to the Licensee for the Licensed Use of the Licensed Area. Licensee, its guests and invitees also shall have the non-exclusive right to use the restrooms and other District facilities that are available for public or common use.

3. Supplementary Scheduling

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

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

4. Non-Exclusive License

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

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

5. Payment Provisions

Licensee shall provide a lump sum payment to the District of two thousand dollars (\$2,400.00) representing payment in full for a one-year License for use of the License Area in accordance with the schedule attached as Exhibit B. Payment is due by March 1, 2024, and by March 1 for each subsequent license year thereafter. Licensee shall reimburse the District for direct costs for rental of portable washroom units requested by the Licensee.

6. Maintenance and Ball Field Facility Improvement Provisions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. Indemnification

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

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

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

8. Provision and Maintenance of Equipment

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

9. Licensee's Rights and Obligations

In conducting the Licensed Use, Licensee shall adhere to all applicable County and District ordinances, rules, regulations, policies, and procedures. Licensee and all of licensee's employees, contractors, volunteers, members, agents, participants and visitors shall follow the District's General Use Ordinance whenever on District Property. (Said Ordinance is available here: <https://www.kendallcountyil.gov/home/showpublisheddocument/977/638059323693670000>).

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

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

10. Term, Termination and Modification

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

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

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

Unless sooner terminated in accordance with the provisions of this Agreement, and subject to the survival of certain obligations as provided in this Agreement, the initial term of this Agreement shall terminate for all purposes on July 30, 2024. Should the Board of

Commissioners elect to renew the agreement for a subsequent two-year term, the subsequent term of this agreement shall terminate for all purposes on July 30, 2026.

11. No Third Party Beneficiary / Joint Venture

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

12. Liens

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

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

13. General Provisions

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the District and the Licensee has caused this Agreement to be executed on October 17, 2023 by a duly authorized officer thereof.

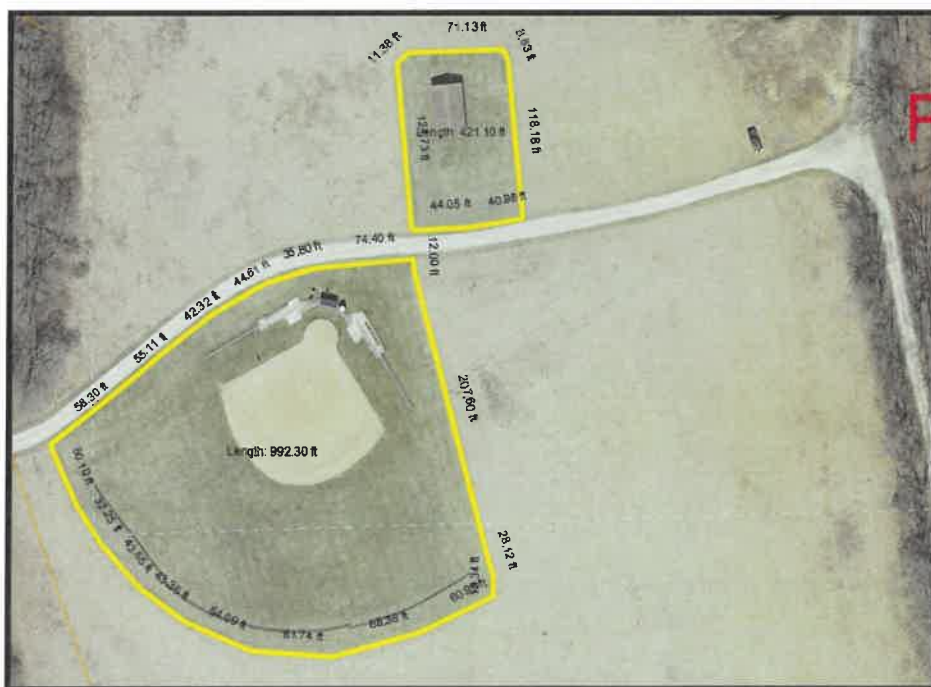
By: _____ Date: _____

Brian DeBolt, President
Kendall County Forest Preserve District

By: _____ Date: _____

Kurt Muell, President
Yorkville Athletic Association (Yorkville Fury)

YORKVILLE FURY LICENSE AGREEMENT
EXHIBIT A: LICENSE AREA



Yorkville Fury License Agreement – Exhibit B
License Periods

WEEKDAYS (M-F)

March 11, 2024 – April 30, 2024

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

May 1, 2024 – June 30, 2024

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

WEEKENDS (SA-SU)

March 11, 2024 – June 30, 2024

Saturdays and Sundays

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

Weekdays and Weekends – Rain Dates and/or Rescheduled Sessions

July 1, 2024 - July 17, 2024

Licensee may schedule (or reschedule) an additional 15 weekday or weekend sessions between July 1, 2024 and July 17, 2024.

YORKVILLE FURY LICENSE AGREEMENT – EXHIBIT C

REQUIRED INDEMNIFICATION AND INSURANCE FOR PAID CONTRACTORS AND SUBCONTRACTORS

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

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

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

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

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

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

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

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

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

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

2024 ELLIS EQUESTRIAN LESSON BILLING SHEET

Ellis Equestrian Center Lessons	Current Fees/ New fees	Calculations	Total
Kendall County Residents			
Lead Line Lessons (Single Lesson)	\$30.00/ \$33.00	\$30.00 X _____ number of lessons \$33.00 X _____ number of lessons	
Lead Line Lessons (5-Lesson Package)	\$130.00/ \$140.00	\$26.00 X _____ number of lessons \$28.00 X _____ number of lessons	
Private Lessons (Single Lesson)	\$53.00/ \$58.00	\$53.00 X _____ number of lessons \$58.00 X _____ number of lessons	
Private Lessons (5-Lesson Package)	\$210.00/ \$230.00	\$42.00 X _____ number of lessons \$46.00 X _____ number of lessons	
Semi-Private (Single Lesson)	\$42.00/ \$46.00	42.00 X _____ number of lessons 46.00 X _____ number of lessons	
Semi-Private (5-Lesson Package)	\$165.00/ \$180.00	\$33.00 X _____ number of lessons \$36.00 X _____ number of lessons	
Out-of-County Residents			
Lead Line Lessons (Single Lesson)	\$34.00/ \$37.00	\$34.00 X _____ number of lessons \$37.00 X _____ number of lessons	
Lead Line Lessons (5-Lesson Package)	\$145.00/ \$160.00	\$29.00 X _____ number of lessons \$32.00 X _____ number of lessons	
Private Lessons (Single Lesson)	\$61.00/ \$67.00	\$61.00 X _____ number of lessons \$67.00 X _____ number of lessons	
Private Lessons (5-Lesson Package)	\$240.00/ \$265.00	\$48.00 X _____ number of lessons \$53.00 X _____ number of lessons	
Semi-Private (Single Lesson)	\$48.00/ \$53.00	\$48.00 X _____ number of lessons \$53.00 X _____ number of lessons	
Semi-Private (5-Lesson Package)	\$195.00/ 215.00	\$39.00 X _____ number of lessons \$43.00 X _____ number of lessons	
Clients Name _____		Total Registration Fees	
Responsible Party _____		(Program Discount / Coupon)	
CASH CHECK # _____ CREDIT CARD (circle one)		Subtotal	
Received by: _____ Date: _____		Credit Card Processing Fee (2.5%)	
		TOTAL AMOUNT PAID	
		Session # _____	

* MAKE SURE TO SEND A COPY OF THE REGISTRATION SHEET WITH THIS PAPER TO THE KENDALL COUNTY FOREST PRESERVE DISTRICT OFFICE LOCATED AT 110 W MADISON STREET YORKVILLE, IL 60560 TO PROCESS ALL PAYMENTS.