

frnPrctClaim

Kendall County

COMBINED Claims Listing

09/07/18

1:36:50 PM

Page 008

Vendor# Name

Invoice #

Description

Date

Budget #

Account Description

Dist Amount

150 060304  
151 060304  
152 111513  
153 060304

FIRST NATIONAL BANK OMAHA  
FIRST NATIONAL BANK OMAHA  
KONICA MINOLTA  
FIRST NATIONAL BANK OMAHA

9/4/18:ED  
9/4/18:DG  
32334452  
9/4/18:KO

COUNSELOR MEETING  
OFFICE GATE/WATER  
MONTHLY LEASE AUG 20  
IDPH-ANNUAL TESTING

09/18/18  
09/18/18  
09/18/18  
09/18/18

27020006200  
27020006200  
27020006200  
27020006215

OFFICE SUPPLIES & POSTAGE  
OFFICE SUPPLIES & POSTAGE  
OFFICE SUPPLIES & POSTAGE  
CONTRACTUAL SERVICE

30.22  
392.99  
203.01  
626.22\*  
150.00  
150.00\*

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\*\* hantrin  
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hantrin

**FOREST PRESERVE EXPENDITURE**

Vendor #	Name	Invoice #	Description	Date	Budget #	Account Description	Dist Amount
154 031510	COMMONWEALTH EDISON	8/27/18	HARRIS ARENA	09/18/18	27020006351	ELECTRIC	32.44
155 031510	COMMONWEALTH EDISON	8/27/18:HA	HARRIS	09/18/18	27020006351	ELECTRIC	70.63
156 031510	COMMONWEALTH EDISON	8/24/18:RY	RICHARD YOUNG	09/18/18	27020006351	ELECTRIC	33.93
157 031510	COMMONWEALTH EDISON	8/29/18:JW	JAY WOODS	09/18/18	27020006351	ELECTRIC	33.83
158 060304	FIRST NATIONAL BANK OMAHA	9/4/18:DG	WEDFG/FACEBOOK	09/18/18	27020006843	PROMOTION/PUBLICITY	170.83*
159 071845	GROUND EFFECTS INC	394426	HOOVER NAT. PLAY	09/18/18	27020006853	PRESERVE IMPROVEMENTS	388.97 388.97*
160 060304	FIRST NATIONAL BANK OMAHA	9/4/18:DG	EL-A&T	09/18/18	27021007076	UTILITIES - ELLIS HOUSE	113.44 113.44*
161 060304	FIRST NATIONAL BANK OMAHA	9/4/18:MW	EL-OFFICE SUPPLIES	09/18/18	27021007077	OFFICE SUPPLIES & POSTAGE	178.02 178.02*
162 020172	BARRETT'S ECOWATER	8/22/18	ELLIS-WATER SEP 2018	09/18/18	27021007080	UTILITIES - ELLIS H	25.00
163 060304	FIRST NATIONAL BANK OMAHA	9/4/18:TV	ELLIS SUPPLIES	09/18/18	27021007080	UTILITIES - ELLIS H	64.75 89.75*
<b>ELLIS HOUSE</b>							<b>361.21*</b>
164 071807	GRAINCO F.S. INC	PP062019	PROPANE-ELLIS	09/18/18	27021017076	UTILITIES - ELLIS BARN	3,936.11 3,936.11*
165 130506	MENARDS	27305	ELLIS SUPPLIES	09/18/18	27021017080	UTILITIES - ELLIS B	118.35 118.35*
<b>ELLIS BARN</b>							<b>4,054.46*</b>
166 130506	MENARDS	25518	ELLIS SUPPLIES	09/18/18	27021027080	UTILITIES - ELLIS G	81.78 81.78*
<b>ELLIS GROUNDS</b>							<b>81.78*</b>
167 060304	FIRST NATIONAL BANK OMAHA	9/4/18:MW	EL-VET CARE	09/18/18	27021107082	ANIMAL CARE & SUPPLIES -	50.00 50.00*
168 051936	EQUINE VETERINARY PRACTICE LLC	8/20/18:EL	VET CARE-ELLIS	09/18/18	27021107084	VET & FARRIER - ELLIS CAM	20.00 20.00*

Vendor#	Name	Invoice #	Description	Date	Budget #	Account Description	Dist Amount	
<b>ELLIS RIDING LESSONS</b>								
169 060304	FIRST NATIONAL BANK OMAHA	9/4/18:NV	EL-VET CARE	09/18/18	27021117082	ANIMAL CARE & SUPPLIES -	50.00	
170 060304	FIRST NATIONAL BANK OMAHA	9/4/18:DG	EL-WOOD SHAVINGS	09/18/18	27021117082	ANIMAL CARE & SUPPLIES -	447.48	
171 051936	EQUINE VETERINARY PRACTICE LLC	8/20/18:EL	VET CARE-ELLIS	09/18/18	27021117084	VET & FARRIER - ELLIS RID	497.48*	
172 060304	FIRST NATIONAL BANK OMAHA	9/4/18:NV	EL-UNIFORMS	09/18/18	27021117086	UNIFORMS - ELLIS RIDING L	20.00	
<b>Total ELLIS RIDING LESSONS</b>								70.00*
<b>ELLIS BIRTHDAY PARTIES</b>								
173 060304	FIRST NATIONAL BANK OMAHA	9/4/18:NV	EL-VET CARE	09/18/18	27021127082	ANIMAL CARE & SUPPLIES -	62.95	
174 051936	EQUINE VETERINARY PRACTICE LLC	8/20/18:EL	VET CARE-ELLIS	09/18/18	27021127084	VET & FARRIER - ELLIS B-D	62.95*	
<b>Total ELLIS BIRTHDAY PARTIES</b>								20.00
<b>ELLIS WEDDINGS</b>								
175 060304	FIRST NATIONAL BANK OMAHA	9/4/18:DG	EL-REFUSE P/U	09/18/18	27021207078	REFUSE PICKUP - ELLIS	20.00*	
176 040215	ZACH DAVIS	EL-9/2/18	EL SEC DEP RTN	09/18/18	27021207088	ELLIS SECURITY DEPOSIT RE	20.00*	
<b>Total ELLIS WEDDINGS</b>								82.95*
<b>HOOVER</b>								
177 031510	COMMONWEALTH EDISON	8/30/18:HOUSE	HOOVER HOUSE	09/18/18	27022006861	HOOVER - ELECTRIC	116.30	
178 031510	COMMONWEALTH EDISON	8/30/18:BATH	HOOVER BATHHOUSE	09/18/18	27022006861	HOOVER - ELECTRIC	116.30*	
179 031510	COMMONWEALTH EDISON	8/30/18:MULT	HOOVER MULTIPLES	09/18/18	27022006861	HOOVER - ELECTRIC	90.41	
180 011850	ARTLIP AND SONS INC	5118:CSAKE4252	HOOVER-SERVICE AGREE	09/18/18	27022006862	HOOVER - OTHER UTILITIES	51.49	
181 231020	WIRE WIZARD OF ILLINOIS INC	992728-511	HOOVER-ALARM MONITOR	09/18/18	27022006862	HOOVER - OTHER UTILITIES	805.58	
182 231020	WIRE WIZARD OF ILLINOIS INC	992728-511	ML-ALARM MONITORING	09/18/18	27022006862	HOOVER - OTHER UTILITIES	947.48*	
<b>Total HOOVER</b>								1,827.00
183 130506	MENARDS	25548	HOOVER SHOP SUPPLIES	09/18/18	27022006863	HOOVER - SHOP SUPPLIES	105.00	
184 211430	UNIQUE PRODUCTS & SERVICE	349746	HOOVER-SUPPLIES	09/18/18	27022006863	HOOVER - SHOP SUPPLIES	180.00	
<b>Total UNIQUE PRODUCTS &amp; SERVICE</b>								2,112.00*
<b>Total</b>								1,116.30*

Vendor#	Name	Invoice #	Description	Date	Budget #	Account Description	Diet Amount
185 010150	AAREN PEST CONTROL	29024	HOOVER PEST CONTROL	09/18/18	27022006864	HOOVER - BUILDING MAINTEN	150.00
186 130506	MENARDS	27311	ML-COFFEE SUPPLIES	09/18/18	27022006864	HOOVER - BUILDING MAINTEN	32.92 182.92*
187 030540	CENTRAL LIMESTONE CO INC	14432	HOOVER-ROAD IMPROVEM	09/18/18	27022006865	HOOVER - GROUNDS MAINTENA	179.70
188 130506	MENARDS	25548	HOOVER GROUND SUPPLI	09/18/18	27022006865	HOOVER - GROUNDS MAINTENA	21.47 201.17*
189 061950	ASHLEY FULLER	18-00170	ML SEC DEP RTN	09/18/18	27022007088	HOOVER SECURITY DEPOSIT R	172.50
190 150920	KELLY OSOSKY	18-00190	ML SEC DEP RTN	09/18/18	27022007088	HOOVER SECURITY DEPOSIT R	800.00 972.50*
<b>ENV ED SCHOOL</b>							<b>4,807.65*</b>
191 060304	FIRST NATIONAL BANK OMAHA	9/4/18:ED	SCHOOL SUPPLIES	09/18/18	27023016849	ENV EDUC - SCHOOL PROG EX	33.98 33.98*
<b>ENV ED NATURAL BEGINNINGS</b>							<b>33.98*</b>
192 220497	CRYSTAL VAVRINEK	9/4/18:CV	NB-SUPPLIES	09/18/18	27023036849	ENV EDUC - NATURAL BEGINN	44.56
193 264915	TINA BRANNING	8/24/18:TB	NB SUPPLIES	09/18/18	27023036849	ENV EDUC - NATURAL BEGINN	64.96 109.52*
<b>ENV ED LAWS OF NATURE</b>							<b>109.52*</b>
194 041511	EMILY DOMBROWSKI	8/25/18:ED	PROGRAM BOOKS	09/18/18	27023056849	ENV EDUC - LAWS OF NATURE	3.96
195 060304	FIRST NATIONAL BANK OMAHA	9/4/18:ED	PET SUPPLIES	09/18/18	27023056849	ENV EDUC - LAWS OF NATURE	85.28 89.24*
<b>GROUND &amp; NATURAL RESOURCES</b>							<b>89.24*</b>
196 220626	VERIZON (FOREST PRESERVE)	9813058113	CELL PHONES	09/18/18	27025006207	TELEPHONE - GROUNDS & NAT	783.38 783.38*
197 101297	JOHN DEERE FINANCIAL	8/27/18	MOWER REPAIRS	09/18/18	27025006216	EQUIP - GROUNDS & NATURAL	128.53
198 101297	JOHN DEERE FINANCIAL	8/27/18:JD	CHAIN SAW REPAIR	09/18/18	27025006216	EQUIP - GROUNDS & NATURAL	31.89 160.42*
199 071807	GRAINCO F.S. INC	PF062019	PROPANE-HA,HOOVER	09/18/18	27025006217	FUEL - GAS & OIL	437.35
200 110531	KENDALL CO HIGHWAY DEPT	AUG 2018	GAS/DIESEL: AUG 2018	09/18/18	27025006217	FUEL - GAS & OIL	912.40 1,349.75*
201 041511	EMILY DOMBROWSKI	8/25/18:ED	ENV ED NAME TAGS	09/18/18	27025006240	UNIFORMS	51.45
202 150529	OFFWORLD DESIGNS	18082103	ENV ED UNIFORMS	09/18/18	27025006240	UNIFORMS	117.50 168.95*

Vendor#	Name	Invoice #	Description	Date	Budget #	Account Description	Diet Amount
203 030540	CENTRAL LIMESTONE CO INC	14332	PRESERVE IMPROVEMENT	09/18/18	27025006837	PRESERVE IMPROV - GR & NA	189.18
204 130506	MENARDS	27118	POST REPAIRS-LYON	09/18/18	27025006837	PRESERVE IMPROV - GR & NA	55.90
205 161577	POSSIBILITY PLACE NURSERY	00115747	HOOVER-PRS IMPROVM	09/18/18	27025006837	PRESERVE IMPROV - GR & NA	500.00
							745.08*
206 060304	FIRST NATIONAL BANK OMAHA	9/4/18:DG	HA-REFUSE P/U	09/18/18	27025006847	REFUSE PICKUP - GROUNDS	154.55
207 060304	FIRST NATIONAL BANK OMAHA	9/4/18:DG	HVR-REFUSE P/U	09/18/18	27025006847	REFUSE PICKUP - GROUNDS	112.30
208 190563	SERVICE SANITATION, INC	8/24/18	PORTABLE RESTROOMS	09/18/18	27025006847	REFUSE PICKUP - GROUNDS	495.00
							761.85*
209 211430	UNIQUE PRODUCTS & SERVICE	349746	HARRIS-SHOP SUPPLIES	09/18/18	27025007089	SUPPLIES - SHOP	240.45
							240.45*

**Total GROUNDS & NATURAL RESOURCES 4,209.88\***

**Pickerill-Pigott Forest Preserve**

210 031510	COMMONWEALTH EDISON	8/23/18:PICK	PICKERILL	09/18/18	27026006351	ELECTRIC - PICKERILL PIGO	202.81
							202.81*

**Total Pickerill-Pigott Forest Preserve 202.81\***

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**JP BOND PROCEEDS 2007**

275 130415	BURNS MCDONNELL	108240-1	PHASE I SURVEY	09/18/18	95020006850	PROJECT FUND EXPENSES	12,700.00	bantrin
276 191613	SPEER FINANCIAL, INC	D6/18-15	GEN OB BOND 2012	09/18/18	95020006850	PROJECT FUND EXPENSES	425.00	bantrin
							13,125.00*	
						<b>Total JP BOND PROCEEDS 2007</b>	<b>13,125.00*</b>	

**GRAND TOTAL      \$30,323.18**

**KENDALL COUNTY FOREST PRESERVE DISTRICT  
COMMISSION MEETING MINUTES  
SEPTEMBER 4, 2018**

**I. Call to Order**

President Gilmour called the meeting to order at 7:40 pm in the Kendall County Board Room.

**II. Pledge of Allegiance**

All present recited the Pledge of Allegiance.

**III. Invocation**

Commissioner Prochaska offered an invocation for the meeting.

**IV. Roll Call**

X	Cullick	X	Gryder
X	Davidson	X	Hendrix
X	Flowers	X	Kellogg
X	Gilmour	X	Prochaska
X	Giles	X	Purcell

Commissioners Cullick, Davidson, Flowers, Giles, Gryder, Hendrix, Kellogg, Prochaska, Purcell, and Gilmour all were present.

**V. Approval of Agenda**

Commissioner Hendrix made a motion to approve the Commission meeting agenda as presented. Seconded by Commissioner Giles. Aye, all. Opposed, none.

**VI. Citizens to Be Heard**

None.

**VII. Approval of Claims in an Amount Not-to-Exceed \$15,783.72**

Commissioner Hendrix made a motion to approve claims in an amount not-to-exceed \$15,783.72. Seconded by Commissioner Flowers. Aye, all. Opposed, none.

**Motion: Commissioner Hendrix**

**Second: Commissioner Flowers**

**Roll call: Claims Not-to-Exceed \$15,783.72**

<b>Aye</b>	<b>Opposed</b>	<b>Commissioner</b>	<b>Aye</b>	<b>Opposed</b>	<b>Commissioner</b>
X		Cullick	X		Gryder
X		Davidson	X		Hendrix
X		Flowers	X		Kellogg
X		Giles	X		Prochaska
X		Gilmour	X		Purcell

Motion unanimously approved.

### **VIII. Approval of Minutes**

- **Kendall County Forest Preserve District Commission Meeting of August 21, 2018**
- **Kendall County Forest Preserve District Committee of the Whole Meeting of August 15, 2018**
- **Kendall County Forest Preserve District Finance Committee Meeting of August 15, 2018**

Commissioner Hendrix made a motion to approve the Commission meeting minutes of August 21, 2018; the Committee of the Whole meeting minutes of August 15, 2018; and the Finance Committee meeting of August 15, 2018. Seconded by Commissioner Giles. Aye, all. Opposed, none.

Commissioner Purcell and Gryder left the meeting at 7:47 pm.

### **OLD BUSINESS**

#### **IX. MOTION: Reconsideration and Approval of a Proposal from Golden Seal Heating and Air Conditioning of St. Charles, Illinois for the Removal and Replacement of Two Two-Ton Air Conditioners at Ellis House and Equestrian Center for an Amount Not-to-Exceed \$7,245.00**

Commissioner Kellogg made a motion to reconsider the proposal from Golden Seal Heating and Air Conditioning of St. Charles, Illinois for the removal and replacement of 2 two-ton air conditioners at Ellis House and Equestrian Center. Seconded by Commissioner Prochaska.

Commissioner Davidson suggested the possibility of moving the tent used at Ellis House to Hoover Forest Preserve.

Commissioner Prochaska requested a vote on the motion on the floor.



**Motion: Commissioner Kellogg**  
**Second: Commissioner Prochaska**

**Roll call: Reconsider**

Aye	Opposed	Commissioner	Aye	Opposed	Commissioner
X		Cullick			Gryder
	X	Davidson	X		Hendrix
X		Flowers	X		Kellogg
	X	Giles	X		Prochaska
X		Gilmour			Purcell

Motion carried by a vote of 6:2. (Commission Gryder and Purcell not present for vote)

Commissioner Kellogg made a motion to approve the proposal from Golden Seal Heating and Air Conditioning of St. Charles, Illinois for the removal and replacement of 2 two-ton air conditioners at Ellis House and Equestrian Center. Seconded by Commissioner Hendrix.

Commissioner Hendrix called to question.

**Motion: Commissioner Kellogg**  
**Second: Commissioner Hendrix**

**Roll call: Golden Seal**

Aye	Opposed	Commissioner	Aye	Opposed	Commissioner
X		Cullick			Gryder
	X	Davidson	X		Hendrix
X		Flowers	X		Kellogg
	X	Giles	X		Prochaska
X		Gilmour			Purcell

Motion carried by a vote of 6:2. (Commission Gryder and Purcell not present for vote)

**NEW BUSINESS**

- X. MOTION: Approval of a 2018-2019 Prepaid Propane Contract from GRAINCO FS, Inc. of Morris, Illinois for 3,242 Gallons of Propane at \$1.349 per Gallon for a Total Contract Cost of \$4,373.46**

Commissioner Cullick made a motion to approve of a 2018-2019 prepaid propane contract from GRAINCO FS, Inc. of Morris, Illinois for 3,242 gallons of propane at \$1.349 per gallon for a total of contract cost of \$4,373.46. Seconded by Commissioner Kellogg.

Commissioners Gryder and Purcell entered the meeting room.

<b>Motion: Commissioner Cullick</b>					
<b>Second: Commissioner Kellogg</b>					
<b>Roll call: Grainco FS Contract</b>					
<b>Aye</b>	<b>Opposed</b>	<b>Commissioner</b>	<b>Aye</b>	<b>Opposed</b>	<b>Commissioner</b>
X		Cullick	X		Gryder
X		Davidson	X		Hendrix
X		Flowers	X		Kellogg
X		Giles	X		Prochaska
X		Gilmour	X		Purcell
Motion unanimously approved.					

**XI. MOTION: Approval of a Proposal from Artlip & Sons, Inc. of Aurora, Illinois for the Preventative Maintenance of the Geothermal Heating and Cooling System at Hoover Forest Preserve – Meadowhawk Lodge in the amount of \$1,827.00**

Commissioner Flowers motioned to approve a proposal from Artlip & Sons, Inc. of Aurora, Illinois for the preventative maintenance of the geothermal heating and cooling system at Hoover Forest Preserve – Meadowhawk Lodge in the amount of \$1,827.00. Seconded by Commissioner Hendrix.

Director Guritz remarked that this was discussed at Finance Committee. This contract will be good until August 30<sup>th</sup>, 2019. This will cover two seasons of preventative maintenance (spring and fall, 2019).

The board requested an end date on the contract. Director Guritz stated that an updated proposal would be requested prior to signature.

Commissioner Flowers withdrew the motion to approve a proposal from Artlip & Sons, Inc. of Aurora, Illinois for the preventative maintenance of the geothermal heating and cooling system at Hoover Forest Preserve – Meadowhawk Lodge in the amount of \$1,827.00. Second withdrawn by Commissioner Hendrix.

Commissioner Flowers made a motion to approve a proposal from Artlip & Sons, Inc. of Aurora, Illinois for the preventative maintenance of the geothermal heating and cooling system at Hoover Forest Preserve – Meadowhawk Lodge in the amount of \$1,827.00 with the addition of a required expiration date of August 30<sup>th</sup>, 2019. Seconded by Commissioner Hendrix.

<b>Motion: Commissioner Flowers</b>					
<b>Second: Commissioner Hendrix</b>					
<b>Roll call: Artlip &amp; Sons Geothermal Contract</b>					
<b>Aye</b>	<b>Opposed</b>	<b>Commissioner</b>	<b>Aye</b>	<b>Opposed</b>	<b>Commissioner</b>
X		Cullick	X		Gryder
X		Davidson	X		Hendrix
X		Flowers	X		Kellogg
X		Giles	X		Prochaska
X		Gilmour	X		Purcell
<b>Motion unanimously approved.</b>					

**XII. MOTION: Approval of a Proposal from Hampton, Lenzini and Renwick, Inc. of Elgin, Illinois for the Development of the Construction Plan and Bid Specifications (Phase II) for an Amount Not-to-Exceed \$22,000.00, and Construction Management Services (Phase III) for an Amount Not-to-Exceed \$54,600.00 for the Demolition of Millbrook Bridge, for a Phase II and Phase III Total Contract Sum of \$76,600.00**

Commissioner Hendrix made a motion to approve a proposal from Hampton, Lenzini and Renwick, Inc. of Elgin, Illinois for the Development of the Construction Plan and Bid Specifications (Phase II) for an amount not-to-exceed \$22,000.00, and construction management services (Phase III) for an amount not-to-exceed \$54,600.00 for the demolition of Millbrook Bridge, for a Phase II and Phase III total contract sum of \$76,600.00. Seconded by Commissioner Prochaska.

Director Guritz reported that the District requested a revised proposal to increase the project duration timeframe, which increased the maximum contract cost.

Commission discussed the contractor fees and the estimated cost of removing the bridge.

Commission discussed the changes in the contact from the initial proposal received.

Commissioner Gryder made a motion to postpone consideration of the approval of the proposal from Hampton, Lenzini and Renwick, Inc. of Elgin, Illinois for the development of the construction plan and bid specifications (Phase II) for an amount not-to-exceed \$22,000.00, and construction management services (Phase III) for an amount not-to-exceed \$54,600.00 for the demolition of Millbrook Bridge, for a Phase II and Phase III total contract sum of \$76,600.00. Seconded by Commissioner Kellogg.

<b>Motion: Commissioner Gryder</b>					
<b>Second: Commissioner Kellogg</b>					
<b>Roll call: Postpone Proposal from Golden Seal Heating and Air Conditioning</b>					
<b>Aye</b>	<b>Opposed</b>	<b>Commissioner</b>	<b>Aye</b>	<b>Opposed</b>	<b>Commissioner</b>
X		Cullick	X		Gryder
X		Davidson	X		Hendrix
X		Flowers	X		Kellogg
X		Giles	X		Prochaska
X		Gilmour	X		Purcell
Motion unanimously approved.					

**XIII. Executive Session**

None.

**XIV. Other Items of Business**

Director Guritz reported there was a conference call with the IDNR to review the Pickerill-Pigott Master Plan.

The bid opening for Baker Woods Forest Preserve for a 3-year licensed farming contract is on Friday, September 7, 2018.

The Morton Arboretum’s Witness Tree Program was discussed.

**XV. Citizens to Be Heard**

None.

**XVI. Adjournment**

Commissioner Prochaska made a motion to adjourn. Seconded by Commissioner Gryder. Aye, all. Opposed, none. Meeting adjourned at 8:03 pm.

Respectfully submitted,

David Guritz  
Director, Kendall County Forest Preserve District

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

**SEPTEMBER 5, 2018**

**I. Call to Order**

Committee Chair Flowers called the Operations Committee meeting to order at 6:07 pm in the Kendall County Board Room.

**II. Roll Call**

Commissioners Hendrix, Purcell, Prochaska, Gilmour, and Flowers all were present. Commissioner Hendrix left the meeting at 7:30 pm.

**III. Approval of Agenda**

Commissioner Hendrix made a motion to approve the agenda as presented. Seconded by Commissioner Prochaska. All, aye. Opposed, none.

**IV. Citizens to be Heard**

No public comments were offered by those in attendance.

**V. Review of Financial Statement Reports through August 31, 2018**

Director Guritz presented the District's income statements through August 31, 2018. The Operations Committee discussed the financial statements.

Director Guritz reminded the Committee to keep in mind the timing of farm lease revenue. There is YTD variance showing an increase in farm lease revenue, but this includes yield payments that are accrued to the prior fiscal year.

The Committee discussed grounds and natural resources income and expenses. The Committee discussed the timing of incoming Natural Beginnings tuition payments and school programs for the fall. The Committee discussed outcomes from summer camps.

**VI. Approval of Executive Session Minutes**

- a. Motion to Approve and Retain the Confidentiality of Programming and Events Committee Executive Session Minutes of October 7, 2015 and June 1, 2016**

Commissioner Prochaska made a motion to approve and retain the confidentiality of Programming and Events Committee Executive Session Minutes of October 7, 2015 and June 1, 2016. Seconded by President Gilmour. Aye, all. Opposed, none.

**b. Motion to Approve and Release the Programming and Events Committee Executive Session Minutes of January 4, 2017**

Commissioner Hendrix made a motion to approve and release the Programming and Events Committee Executive Session Minutes of January 4, 2017. Seconded by Commissioner Prochaska. Aye, all. Opposed, none.

**VII. Special Use Permit Requests**

**a. Kendall County Emergency Management Agency – Search and Rescue Drone Training – Hoover Forest Preserve, Saturday September 8, 2018**

Director Guritz presented a request by the Kendall County Emergency Management Agency – Search and Rescue Drone Training. There are no concerns for this event. There is no fee being waived. The special use permit is including the use of the drone at Hoover.

Commissioner Purcell asked about a separate special use permit.

Director Guritz remarked this event was not covered under the school district's insurance.

The Committee remarked that this can be discussed as an agenda item at a separate meeting.

Director Guritz reported on a special event permit that will be updated with the Kendall County Horse Show Association. The District has been in contact to find out more details on the proposed trail scavenger hunt.

The Committee discussed the event and items included with this group's special use permits.

**VIII. Sunrise Center North – 3-Year License Agreement Renewal**

Director Guritz presented a report from Nicole Norton detailing how Ellis Equestrian Center programs are benefiting from the shared space and use agreements with Sunrise Center North.

Kris Mondrella reported on the tangible benefits for both Ellis Equestrian Center and Sunrise Center North operations.

Director Guritz remarked there are areas for potential growth.

The Committee discussed the partnership with Sunrise Center North, and proposed improvements to the indoor arena.

Director Guritz presented the proposed changes to the 3-year license agreement to the Committee as presented in the packet.

Commissioner Hendrix made a motion to forward the Sunrise Center North – 3-year license agreement renewal to the Committee of the Whole for review. Aye, all. Opposed, none.

**IX. Hoover Supervisor and Resident – Hoover Residence 2018-2019 Lease Agreement**

Director Guritz presented the Hoover Supervisor and Resident – Hoover Residence 2018-2019 lease agreement.

Commissioner Purcell asked if the salary is tied to the agreement.

Director Guritz replied the employee's salary is not included as part of the lease agreement.

Commissioner Prochaska made a motion to forward the Hoover Supervisor and Resident – Hoover 2018-2019 residence lease agreement to Committee of the Whole. Seconded by President Gilmour. Aye, all. Opposed, none.

**X. General Use Ordinance – Chapter VI, Section III(a) – Designated Area General Use Exceptions and Limitations for Public Use of Temporary Pop-Up Tents**

Director Guritz presented a proposed revision to the District's General Use Ordinance – Chapter VI, Section III(a) – designated area general use expectations and limitations for public use of temporary pop-up tents. The packet stated the added text as previously discussed with the Committee.

The Committee discussed changes to the proposed revision, including substituting "shade canopy" in place of "pop-up tent" to avoid confusion on other types of temporary structures.

Commissioner Hendrix left the meeting room at 7:30 pm.

Commissioner Prochaska made a motion to forward the proposed changes to the General Use Ordinance– Chapter VI, Section III(a) – Designated Area General Use Exceptions and

Limitations for Public Use as amended. Seconded by President Gilmour. Aye, all. Opposed, none.

Commissioner Hendrix was not present for the vote.

## **XI. KCFPD Personnel Policies Manual Review**

The Committee moved the KCFPD personnel policies manual review to the following operations meeting.

## **XII. Operations Progress Updates**

### **a. OSLAD Grant Application Updates**

Director Guritz presented updates on the FY19 OSLAD grant application for Pickerill-Pigott Forest Preserve.

### **b. Hoover Forest Preserve Lift Station Repairs**

Director Guritz presented updates on the Hoover Forest Preserve lift station repairs.

### **c. Hoover Forest Preserve – Meadowhawk Lodge Parking Lot Lighting**

Director Guritz presented updates on the Meadowhawk Lodge parking lot lighting, including a quote received for removal and replacement of permeable paving.

### **d. Hoover Railroad Crossing Agreement and Improvements Updates – ComEd and Illinois Railway Easement Requests**

Director Guritz presented updates on the ComEd and Illinois Railway easement requests.

## **XIII. Executive Session**

None.

## **XIV. Other Items of Business**

President Gilmour reported on anticipated absences for the upcoming Committee of the Whole meeting.

Commissioner Purcell asked about the policies for bike use on trails. Director Guritz stated that bicycles are allowed on designated, improved trails (asphalt & screenings trails).

The Commission discussed the extent of multi-use trails, and the ecological impacts of various activities on trails.



**DRAFT FOR COMMISSION APPROVAL: 09-18-18**

**Director Guritz gave an update on the removal of an Invasive species recently located at Henneberry Forest Preserve.**

**Director Guritz gave updates on a jointly-owned preserve area with the Village of Minooka.**

**Commissioner Purcell left the meeting at 8:10 pm.**

**XV. Citizens to be Heard**

**No public comments were offered by those in attendance.**

**XVI. Adjournment**

**Commissioner Prochaska made a motion to adjourn. Seconded by President Gilmour. Aye, all. Meeting adjourned at 8:11 pm.**

**Respectfully submitted,**

**David Guritz  
Executive Director, Kendall County Forest Preserve District**

**KENDALL COUNTY FOREST PRESERVE DISTRICT  
FINANCE COMMITTEE MEETING MINUTES**

**SEPTEMBER 30, 2018**

**I. Call to Order**

President Gilmour called the Finance Committee meeting to order at 7:25 pm in the Kendall County Board Room.

**II. Roll Call**

Commissioners Gilmour, Davidson, and Kellogg all were present. Commissioner Cullick entered the meeting room at 7:30 pm.

**III. Approval of Agenda**

Commissioner Davidson made a motion to approve the agenda as presented. Seconded by Commissioner Kellogg. All, aye. Opposed, none.

**IV. Citizens to be Heard**

There were no citizens to be heard.

**V. Motion to Forward Claims to Commission for an Amount Not-to-Exceed \$15,783.72**

Director Guritz reported that the claims list includes the second installment of the Pickerill-Pigott tax bill.

Commissioner Davidson asked about the office supplies in July.

Director Guritz remarked that the line items are combined purchases for various office supplies.

Commissioner Kellogg made a motion to forward claims not-to-exceed \$15,783.72. Seconded by Commissioner Davidson. Aye, all. Opposed, none.

**VI. GRAINCO-FS Pre-Paid Propane Contract**

Director Guritz reported that it is time to renew the pre-paid propane contract. Commissioner Kellogg remarked that the prices extended are competitive.

Commissioner Cullick entered the meeting room at 7:30 pm.

DRAFT FOR COMMISSION APPROVAL: 09-18-18

Commissioner Kellogg made a motion to forward GRAINCO-FS pre-paid propane contract to Commission for approval. Seconded by Commissioner Davidson. All, aye.

#### **VII. Artlip & Sons – Meadowhawk Lodge Geothermal System – Annual Preventative Maintenance Contract**

Director Guritz reported that the proposal covers annual preventative maintenance, including changing filters for the Meadowhawk Lodge geothermal system.

Commissioner Kellogg made a motion to forward Artlip & Sons annual preventative maintenance contract to Commission for approval. Seconded by Commissioner Cullick.

President Gilmour left the meeting room at 7:30 pm and returned at 7:32 pm.

#### **VIII. Harris Shelter 1 and 4 Exterior Renovation Project**

Director Guritz reported there are three quotes being collected for the work needed. This is for the shelter at Harris most used by the public.

#### **IX. Blackberry Trail Asphalt Replacement**

Director Guritz reported there are no estimates on the replacement yet. There has been previous repairs made to this trail. This would be a replacement of another section.

#### **X. Millbrook Bridge – Illinois State Museums Historic Marker**

Director Guritz reported that the District is still working through permitting requirements. The proposed marker may be a part of mitigation requirements for removal of an historic structure. The Illinois State Museums responded that the Millbrook Bridge would qualify for placement of an historic marker. The estimate for the design, fabrication and installation of the proposed historic marker is about \$7,000.

Commissioner Kellogg suggested involving the citizens who have shown attachment to the bridge to help raise money and to create the write-up for the marker.

The Finance Committee discussed additional options.

#### **XI. Ellis Pond Restoration Project – Grand-Funded Improvements**

Director Guritz reported this grant is through the Conservation Foundation. There will be contractors brought out to assist. There is a credit remaining from the Henneberry restoration project that will be used to secure seed towards this and other pending restoration efforts.

## **XII. Meadowhawk Lodge Lighting Replacement Project Updates**

Director Guritz reported there will be a proposal for new poles and fixtures. The permeable paver bricks will need to be removed from a section of the driveway to make room for trenching in the new electrical conduit; a local Oswego company specializing in permeable paver construction will be consulted.

Director Guritz reported IDOT responded that the grant can cover some of the ComEd easements for the railway at Hoover. Specifics will be received in the next few weeks.

## **XIII. Executive Session**

None.

## **XIV. Other Items of Business**

Director Guritz reported there was a new invasive plant species found at Henneberry. The Japanese Stilt Grass will be treated, with monitoring efforts for re-sprout over the next few years.

## **XV. Citizens to be Heard**

There were no citizens to be heard.

## **XVI. Adjournment**

Commissioner Davidson made a motion to adjourn. Seconded by Commissioner Kellogg. Aye, all. Meeting adjourned at 7:50 pm.

Respectfully submitted,

David Guritz  
Executive Director, Kendall County Forest Preserve District

**To: Kendall County Forest Preserve District Board of Commissioners**

**From: David Guritz, Director**

**RE: Sunrise Center North – 3-Year License Agreement**

**Date: September 17, 2018**

The Operations Committee discussed the proposed renewal of a 3-year license agreement with Sunrise Center Inc., - Sunrise Center North for the continued operation of a therapeutic riding program at Ellis House and Equestrian Center.

The Committee reviewed a report submitted by Nicole Norton, Equestrian Program Coordinator (attached), and discussed the agreement with representatives from Sunrise Center North, with a recommendation to retain the current \$1,600.00 per month license fee for the term of the proposed 3-year agreement.

Additional changes include the allowance to waive fees and charges for the use of the Ellis House and Event Tent for Sunrise Center North fundraising program activities, but only at off-peak rental times.

The agreement will be reviewed on an annual basis, or as the need arises due to changes in the scope of operations for either entity.

**Recommendation:**

Following discussion, consider a motion to approve Ordinance #18-09-001 authorizing the execution of a three-year license agreement between the Kendall County Forest Preserve District and Sunrise Center North for the operation of a therapeutic riding program at Ellis House and Equestrian Center.

**To:** Kendall County Forest Preserve District Operations Committee

**From:** Nicole Norton, Equestrian Program Coordinator

**RE:** Sunrise Center North – 3-year License Agreement Renewal

**Date:** September 4, 2018

As we renew the contract agreement between Sunrise Center North (SRCN) and the Kendall County Forest Preserve for the upcoming year, I am requesting your consideration to leave SRCN monthly fees the same (\$1,600 per month).

When SRCN moved their program to Ellis three years ago, they brought numerous added values to the District's Equine Programs, which I would like to bring to your attention.

- **Combined Herds:** SRCN and EHEC have given each other the opportunity to use each other's horses for their own programs. With this, Ellis now has the access to 3 more horses that are utilized in our riding lessons, summer camps, birthday parties, etc. on a daily basis. They have given us the opportunity to increase our horse and program capacity without the added costs that are associated with additional horses.
- **Volunteers:** SRCN has a large volunteer base, which has also helped with Ellis events and chores on numerous occasions, including but not limited to, moving hay, cleaning lime lots and daily maintenance in the barn.
- **Barn/Property Improvements:** SRCN has contributed over \$8,000.00 to Improvements at Ellis, including but not limited to, the installation of a second lime lot, fencing, and pouring a sidewalk and concrete pad to the indoor arena, making it handicap accessible.
- **Use of Equipment:** SRCN brought with them a large inventory of tack and other riding accessories, which they have generously allowed us to use for Ellis programs too. In addition to this, they also have allowed us to use their horse trailer multiple times, at no cost to the District. Many trawling companies charge a flat trawling fee PLUS an additional fee per mile traveled. (Average of \$2.55 per mile)
- **Split & Lowered Costs:** Kris Mondrella and I have also worked together to try to lower the costs of routine care for both programs. Some of the costs that we have successfully reduced include grain and shavings purchases. Both programs switched over to a distributor that offers a higher quality product at a lower monthly cost to us. All of the horses on the same schedule for vet and farrier care, with split costs for all Vet Trip Charges for all routine visits.

The combination of these generous resources, and the shift in management practices has directly contributed to the Ellis Equestrian Center's program growth in the recent year. Without the resources that have been brought to us in partnership with SRCN, I do not believe that Ellis would have been able to achieve the growth in the volume that we have with the direct cost savings helping contribute to the program's net gains..

For these reasons, I am requesting your consideration to not raise the monthly fees for SRCN. They have been a pleasure to work with and we look forward to continuing to work with them in the future.

Thank you for your consideration,

**Nicole Norton, Equine Program Coordinator**

ORDINANCE NO. 18-09-001

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

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

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

WHEREAS, the DISTRICT desires to continue to accommodate the operation of Sunrise Center, Inc. - Sunrise Center North’s (“LICENSEE”) therapeutic riding program for individuals with disabilities; and

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

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

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

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

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

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

**DRAFT FOR COMMISSION APPROVAL : 09-18-18**

**Sunrise Center North, to the attention of Kris Mondrella, 23061 South Thomas  
Dillon Drive, Channahon, IL 60410.**

**PASSED AND APPROVED by the President and Board of Commissioners of the  
Kendall County Forest Preserve District this 18<sup>TH</sup> day of September, 2018.**

**APPROVED: \_\_\_\_\_**

**President**

**ATTEST: \_\_\_\_\_**

**Secretary**



**EXHIBIT 1**

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

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

**WITNESSETH:**

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

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

WHEREAS, the DISTRICT desires to 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 four of eight 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 discounted use of the Ellis House and Event Tent 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 (December 1, 2018 to December 31, 2021) LICENSEE shall pay the DISTRICT a monthly license fee of one thousand six hundred dollars (\$1,600.00) 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 thirty seven (37) months commencing from December 1, 2018 and ending upon December 31, 2021. 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, tent 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 four 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) an 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 extend 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 extend tallowed 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 LICENESED PREMISES because of a defect which cannot be cured by the DISTRICT within a reasonable time.

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

### **13.00**      **SURRENDER**

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

**14.00 INTERPRETATION**

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

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

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

**16.00 ENFORCEMENT**

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

**17.00 ATTORNEY FEES AND COSTS**

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

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

**18.00 DISTRICT LIAISON**

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

**19.00 NOTICES**

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

**20.00 CONFLICT OF INTEREST**

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

**21.00 PROHIBITION OF RECORDATION**

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

**22.00 PERMITS AND LICENSES**

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

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

**24.00 ENTIRE AGREEMENT**

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

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

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

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

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

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the \_\_\_ day of September, 2018.

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

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

By: \_\_\_\_\_  
Judy Gilmour, President

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

Title: \_\_\_\_\_

Attest: \_\_\_\_\_  
Elizabeth Flowers, Secretary

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

**To: Kendall County Forest Preserve District Board of Commissioners**

**From: David Guritz, Director**

**RE: Proposed General Use Ordinance Revision – Establishing Designated Areas for Use of Shade Canopies**

**Date: September 18, 2018**

The Operations Committee has reviewed, and discussed a proposed amendment to the District's General Use Ordinance to allow the public to use pop-up shade canopies, but only in designated areas, with a limit in the size of shade canopies up to 12' X 12'.

Shade canopies are required to be weighted down and/or staked down, or taken down in high-wind conditions.

Designated areas include the Harris Horse Arena and Baseball Field and Hoover Forest Preserve Baseball Field and Pavilion area.

**Recommendation:**

Following discussion, consider a motion to approve Resolution #18-09-002 amending the District's General Use Ordinance to allow for use of pop-up shade canopies only in designated areas.

*Harris Forest Preserve Horse Arena and Ballfield*



*Hoover Ballfield and Pavilion*





**Resolution 18-09-002**  
**AMENDING ORDINANCE #02-01**

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**GENERAL USE REGULATION ORDINANCE**  
**Kendall County Forest Preserve District**

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

**WHEREAS**, it is reasonable, necessary and desirable for the Kendall County Forest Preserve District, hereinafter called "District," to promulgate a General Use Ordinance governing the use of the Forest Preserves of the District; and,

**WHEREAS**, 70 ILCS 805/7 of the Illinois Compiled Statutes provides as follows:

*"The board of any forest preserve district organized hereunder may by ordinance regulate and control the speed of travel on all paths, driveways and roadways within forest preserves, and prohibit the use of such paths, driveways and roadways for racing or speeding purposes, and may exclude therefrom traffic, teams and vehicles, and may by ordinance prescribe such fines and penalties for the for the violation of their ordinances as cities and villages are allowed to prescribe for the violation of their ordinances.";* and,

**WHEREAS**, 70 ILCS 805/7a of the Illinois Compiled Statutes provides, in relevant parts, as follows:

*"The board of any forest preserve district organized hereunder may by ordinance regulate, control and license all modes of travel within the forest preserve district.";* and,

**WHEREAS**, 70 ILCS 805/7b of the Illinois Compiled Statutes provides, in relevant parts, as follows:

*"The board of any forest preserve district organized under this Act may by ordinance issue licenses for any activity reasonably connected with the purpose for which the Forest Preserve District has been created.";* and,

**WHEREAS**, 70 ILCS 805/8 of the Illinois Compiled Statutes provides, in relevant parts, as follows:

*"The board shall be the corporate authority of such Forest Preserve District and shall have power to pass and enforce all necessary ordinances, rules and regulations for the management of the property and conduct of the business of such district.";* and,

**WHEREAS**, it is reasonable, necessary and desirable for the District to establish rules and regulations in order to provide for the safe and peaceful use of the Forest Preserves; for the education and recreation of the Public; for the protection and preservation of the property, facilities, flora and fauna of the Forest Preserves; and for the safety and general welfare of the public; and,

**WHEREAS**, the Board of Commissioners of the Kendall County Forest Preserve District has the authority and the power to establish and amend this General Use Ordinance.

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

## **CHAPTER ONE – CONSTRUCTION OF WORDS AND DEFINITIONS**

### **Section I – Construction of Words:**

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

### **Section II – Definitions:**

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

- a. “Agent” means any director, officer, servant, employee, or other person who is authorized to act in behalf of the District.
- b. “Amusement Contraptions” means any mechanical device, gadget, machine or structure designed to test the skill or strength of the user or provide the user with any sort of ride, lift, swing or fall experience including, but not limited to, ball-throwing contest devices, pinball-type devices, animal ride devices, ball and hammer devices and trampoline devices.
- c. “Area” or “Areas” means a specified place within a Forest Preserve.
- d. “Board” means the Board of Forest Preserve Commissioners.
- e. “Director” means the Director of the District or such persons charged with or delegated such authority by the Director.
- f. “District” means the Kendall County Forest Preserve District.
- g. “Employee” means any full or part-time, regular or temporary worker in the employ of the District under the supervision of the Director.
- h. “Exclusion of Others” refers to prohibiting use or behavior by others, which disrupts or prevents the authorized and lawful use of a designated area or structure in a Preserve by a person or persons holding a valid Permit for such area or structure and activity.
- i. “Legal Adult” means one who has reached the age of majority as defined by the laws of the State of Illinois.

- j. "Permit" means the written permission that must be obtained from the District to carry out a given activity.
- k. "Person" or "Persons" means individuals, firms, corporations, societies or any other entity, group or gathering whatsoever.
- l. "Posted" means that a notice is posted, either by a sign in a Forest Preserve at the entrance to a Forest Preserve or at the District offices, the location being at the discretion of the Director.
- m. "Preserve" or "Forest Preserve" means land and waters, or property owned, leased, or licensed by the District and property over which the District has easement rights.
- n. "President" means the President of the Board of Forest Preserve Commissioners.
- o. "Property" means any lands, waters, facilities or possessions of the District.
- p. "Sound and Energy Amplification" means music, speech or any sound or noise transmitted by artificial means, including, but not limited to, amplifiers, loudspeakers, radios or any similar devices, or lights, rays, lenses, mirrors or laser beams.
- q. "Vehicle" means every device in, upon or by which any person or property may be transported or drawn upon a highway, in addition to any device or conveyance on the land using wheels of belt-type track or tracks, skids or skis and propelled by an engine or motor and includes such land conveyances that are able to float and operate on water, except devices moved by human power.
- r. "Watercraft" means any device of conveyance on the water whether propelled by motor, engine, wind, or human power.
- s. "Waters" or "Waterways" means lake, pond, slough, stream, lagoon, marsh, or river within the jurisdiction of the District.
- t. "Written Permission" means written permission granted by the Board, President or Director or written permission granted by an authorized agent or employee of the District acting within the scope of their agency and employment.

## **CHAPTER TWO – PUBLIC USE**

### **Section I – Public Use and Purpose of the District:**

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

## **Section II – Hours of Use:**

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

## **Section III – Permits:**

- a. No person shall conduct, operate, present, manage or take part in the following activities in a Forest Preserve unless a Permit is obtained prior to the start of the activity:
  1. Any contest, show, exhibit, dramatic performance, play, act, motion picture, bazaar, musical event, ceremony, parade, including, but not limited to, drills or maneuvers, rallies, or picketing.
  2. Any use of any Forest Preserve Area or facility by a certain person or group of persons to the exclusion of other;
  3. Camp on any lands of the District or inhabit any structure or facility overnight.
- b. Persons desiring to engage in any of the above activities may apply to the District for a Permit or license under the following categories and subject to the policies and fees set by the Board:
  1. Picnic – No Permit is required to have a picnic; however, if a Person desires to reserve a designated area or areas to the Exclusion of Others then a Permit is required.
  2. Camping – A Permit is required. The Permit reserves a designated area or areas to the Exclusion of Others and allows the permittee to remain in the Preserve overnight. For organized, sponsored youth group campsites, the Permit may be valid for from one to seven consecutive nights. The Permit may provide permission to for other Permit controlled activities.
  3. Special Event – A Special Event Permit may be required for activities listed in Chapter Two, Section IIIa, paragraph 1 above. The Permit may provide for use of an Area or Areas to the Exclusion of Others and for other Permit controlled activities pursuant to this Ordinance.
- c. Permits in General:
  1. Permits are non-transferable and are subject to fees set by the Board. Permits must be applied for at least 72 hours in advance of the event, except those that require a certificate of insurance, which must be applied

for at least 14 days in advance of the event. Permits shall only be issued to a Legal Adult and that Legal Adult must be present during the permitted activity. Minor changes in the Permit may be made upon the Written Permission of the Director for no additional fee providing that the specific Forest Preserve is not changed, the date or dates involved are not changed, the number or size of the designated areas is not increased, and the request for change is made at least 72 hours prior to the event.

2. The Board may require proof of and establishing the amount of liability insurance required, and/or requiring a Hold Harmless Agreement, or requiring an endorsement naming the District as an additional insured when the activity is deemed to require such.

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

#### **Section I – Destruction or Misuse of Property and Structures:**

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

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

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

**Section II – Destruction or Misuse of Natural Resources:**

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

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

restriction Posted by the Director controlling the size, species and number of fish that can be taken from a designated body of water;

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

### **Section III – Contraband:**

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

### **Section IV – Destruction by or Misuse of Fire:**

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

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

- d. Drop, throw away or scatter any burning, lighted or hot coals, ashes, cigarette, cigar, firecracker or match, except in those receptacles provided for such disposal; or
- e. Build any fire whatsoever for any purpose in or out of a receptacle or fireplace and leave it unattended, until such fire is properly extinguished. For the purpose of this Section, a fire shall be deemed properly extinguished when its ashes, residue, coals and unburned substance is cold to the human touch.

## **CHAPTER FOUR – REGULATION OF SPORTS AND GAMES**

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

### **Section I – Swimming:**

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

### **Section II – Watercraft:**

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

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

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

### **Section IV – Horseback Riding:**

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

### **Section V – Bicycling:**

- a. Ride a bicycle on any path, trail, roadway or other Area designated or Posted as prohibiting bicycles;
- b. Fail to ride a bicycle as closely as possible to the right-hand side of any road, trail or path, as conditions shall allow;
- c. Ride a bicycle more than two abreast on any trail, path, or roadway;



- d. Ride a bicycle more than single file when overtaking or approaching other bicycle or equestrian traffic;
- e. Ride a bicycle on any trail, path or other access which is less than eight feet in width; or
- f. Ride a bicycle on any trail, path, roadway, or parking area in a manner which endangers the safety of Persons or property, or at a speed which is greater than is reasonable and proper for the safe operation of the bicycle with regard to existing conditions, including but not limited to, trail or road surface, hills, curves, intersections and other bicycle or pedestrian or equestrian traffic.

**Section VI – Skateboarding and Roller-blading:**

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

**Section VII – Sound or Energy Amplification:**

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

**Section VIII – Winter Sports:**

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

**Section IX – Field and Team Sports:**

Play or engage in any club, league, or sponsored team sport, athletic event, or any such endeavor which by its nature restricts public use and access of open Areas or fields, except in those Areas designated by the Board as athletic fields or, if none are available, only in those Areas and for such a period of time as defined by special use permit approved by the

Executive Director, or other formal agreement approved by the Board of Commissioners, in order to ensure the safe and equal use of the Preserve by others. This does not restrict use of open Areas or fields by the public to engage in active and/or passive recreational games and activities that limit disturbances and impacts to forest preserve grounds and natural resources.

**Section X – Amusement Contraptions:**

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

**Section XI – Aviation:**

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

**Section XII – Gambling:**

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

**CHAPTER FIVE – REGULATION OF MOTORIZED VEHICLES, TRAFFIC AND PARKING**

**Section I – State Law Adopted:**

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

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

**Section II – Vehicle Operation and Equipment:**

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

**Section III – Vehicle Types and Access Allowed:**

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

Permission of the Board and then only in those Areas specified and in accord with the rules and restrictions set forth;

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

#### **Section IV – Right-of-Way:**

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

#### **Section V – Parking:**

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

#### **Section VI – Speed Limit:**

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

#### **Section VII – Special Speed and Operating Restrictions:**

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

narrow or winding roads, hills, curves, weather or road conditions, and pedestrian, equestrian or bicycle traffic.

## **CHAPTER SIX – REGULATION OF PERSONAL CONDUCT AND BEHAVIOR**

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

### **Section I – Vending and Advertising:**

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

### **Section II – Unlawful Obstructions:**

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

### **Section III – Unlawful Construction, Maintenance or Encroachment:**

- a. Erect, construct, install, or place any structure (*(\*)with the exception of use of pop-up shade canopy structures, up to 12 feet by 12 feet in size, during forest*

*preserve open hours within preserve areas designated by the Board), building, shed, fences, machinery, equipment, or apparatus of any type, or stockpile, store or place any organic or inorganic material used for construction of such items on, below, over or across a Preserve without prior Written Permission from the District and then only in accordance with the terms and conditions set forth in a valid License, Easement or Contract agreement.*

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

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

#### **Section IV – Drug or Alcohol Use:**

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

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

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

- 1. A catering business enrolled in the Kendall County Forest Preserve District's Preferred Caterers Program that possesses a current Class I license in accordance with the Kendall County Liquor Control Ordinance;

2. A not for profit corporation or organization that possesses a current Class G or Class J license in accordance with the Kendall County Liquor Control Ordinance;
3. A pre-approved bartending service business serving, but not selling, alcohol and employing BASSET (Beverage and Alcohol Sellers and Servers Education Training) certified alcohol servers in accordance with 235 ILCS 5/6-27.1; or
4. A charitable organization hosting an event wherein alcohol is served, but not sold, by volunteers of the organization.

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

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

#### **Section V – Weapons and Harmful Substances:**

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

#### **Section VI – Disorderly Conduct:**

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

#### **Section VII – Disobeying a Lawful Order:**

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

## **Section VIII – Hindering or Bribing Employees:**

- a. Interfere with, unreasonably disrupt, delay, or in any manner hinder any Employee engaged in the performance of his duties; or
- b. Give or offer to give any Employee any money, gift, privilege or article of value on or off District Property in order to violate the provisions of this Ordinance or any other District Ordinance, Contract or Permit or Statute of the State of Illinois and the United States or in order to gain or receive special consideration in applying for any use or privilege or to gain special consideration and treatment in the use of any District Property of facility.

## **Section IX – Control and Treatment of Animals:**

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

### **Section X – Honoring Permits:**

By act or speech willfully or unreasonably hinder, interrupt or interfere with any duly permitted activity or unreasonably or willfully intrude on any Areas or into any structure designated for the use of a certain Person or Persons to the Exclusion of Others by Written Permission of the District.

### **Section XI – Pyrotechnics:**

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

### **Section XII – Illinois Compiled Statutes Violation:**

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

## **CHAPTER SEVEN – ENFORCEMENT**

### **Section I – Police:**

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

### **Section II – Two Penalties – One Judgment:**

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

### **Section III – Fines and Penalties:**

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

### **Section IV – Authority of Other Agencies:**

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

### **Section V – Permits and Designated Areas – Authority:**



To carry out the terms of this Ordinance, the Director or his designee is hereby given authority to issue Permits, Post notices or take other action as called for herein, subject to the guidelines set forth.

- a. The Director shall have the authority to close Preserves, or parts thereof, in the interest of public health, safety or general welfare or in order to protect the natural resources from unreasonable harm; to promulgate and issue Permits where required by this Ordinance; and to collect such fees as established by the District in accordance with the following guidelines:
  1. No Person shall be discriminated against because of age, race, sex, creed, color, national origin, or physical or mental handicap;
  2. The proposed use or activity shall not unreasonably interfere with or detract from the general public's use and enjoyment of the Forest Preserves and surrounding property or facilities;
  3. The proposed use or activity is not reasonably likely to result in violence or in serious harm to Property or Persons;
  4. The proposed activity or use shall not entail extraordinary expense or operation costs by the District or expose it to unusual or extreme liability;
  5. The Area desired has not been reserved for another activity at the same time;
  6. The proposed activity is not reasonably expected to detract from the promotion of public health; and
  7. The proposed activity is reasonably compatible with the type of Preserve, the size and character of the Area or Waters involved and the facilities available, and that it is not reasonably expected to cause irreparable harm or extreme damage to the natural environment of the Preserve.
- b. The Director may impose reasonable restrictions on the granting of a Permit, including, but not limited to any of the following:
  1. Restricting the open dates for reserved Area use; the length of time an Area will be held for reserved use; the use of ground fires; off-the-road vehicle access; the number of Persons present; the use of domestic or trained animals; the use of shelters or structures; the collecting for any purpose of any Water, soils, minerals, flora or fauna; the type and location of sports and games or any other activity which appears likely to unreasonably interfere with the use and enjoyment of the Preserve by others or cause damage to District property; and
  2. Requiring the name, address, telephone number and driver license number of a legal adult responsible for the use or activity requested, as well as the name, address and telephone number of the group represented by the applicant.

- c. All Permits required by this Ordinance and issued by the District shall be issued at the District headquarters at 110 West Madison Street, Yorkville, Illinois. All applications for Permits shall be submitted at least 72 hours in advance of the earliest requested date, provided that the Director may waive the 72-hour time period in the interest of public safety or for such events that are of a significant civic nature.
- d. The Director is authorized to seek reasonable information regarding any proposed use, activity or privilege and require a record of such information on a Permit application. No Person shall misrepresent, falsify or withhold such required information.
- e. No Person granted a Permit shall violate the requirements, terms, conditions, restrictions or rules duly set forth under the authority of this Ordinance as part of any granted Permit.
- f. The Board may set forth in other Ordinances guidelines and standards regulating such Permit or registration fees as it deems proper and may change them from time to time.
- g. No Person shall obtain or use any Permit without having first paid the established fee.
- h. All designated Areas, Waters or facilities and all Permit restrictions, rules, regulations or conditions are subject to review at any time by the Board. Any aggrieved Person shall have the right to petition the Board, in writing, regarding denial or restriction of use or activity and be properly heard by the Board, as the President shall direct.

#### **Section VI – Civil Suits:**

Nothing in this Ordinance shall be construed to prevent or preclude the lawful use by the District of a civil remedy at law, or correct an abuse or loss suffered by the District as a result of a violation of this Ordinance or any law of the State of Illinois.

#### **Section VII – State's Attorney Authorized to Prosecute:**

The Kendall County State's Attorney shall be authorized to prosecute any violations of this Ordinance until such a time that the District opts to employ its own attorney for representation of the District. Should the District employ a District Attorney for the purpose of prosecuting violations of this Ordinance, then said attorney shall be authorized to do so.

#### **Section VIII – State, United States and Local Laws:**

All Persons within the Forest Preserves are subject to all Ordinances, rules and regulations of the District, as well as all applicable laws of the United States and the State of Illinois, as amended and changed from time to time. These laws include, but are not limited to, the Downstate Forest Preserve Act, the Illinois Vehicle Code, the Criminal Code of 1961, the

Wildlife Code and the Fish Code of the State of Illinois, as amended and changed from time to time.

## **CHAPTER EIGHT – MISCELLANEOUS**

### **Section I – Enactment:**

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

### **Section II – Captions and Headings:**

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

### **Section III – Severability:**

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

### **Section IV – Copies:**

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

### **Section V – Conflict:**

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

### **Section VI– Amendments:**

The District may amend this Ordinance from time to time.

**Passed and approved by the President and Board of Commissioners of the District this  
18th day of September, 2018.**

Approved: \_\_\_\_\_

Judy Gilmour, President

Attest: \_\_\_\_\_

Elizabeth Flowers, Secretary

Amended November 7, 2012.

Amended August 15, 2016.

Amended May 6, 2017

Amended September 18, 2018

**KENDALL COUNTY FOREST PRESERVE DISTRICT  
GENERAL USE RULES AND REGULATIONS**

Kendall County Forest Preserves are open from 8:00 a.m. to sunset. Patrons are asked to prepare to exit preserves 30 minutes prior to closing time.

**ALCOHOL IS STRICTLY PROHIBITED** in all Kendall County Forest Preserves.

**A PERMIT IS REQUIRED** for all gatherings and events for groups of 20 or more. Special use permits will be considered for larger events, and require submission of an application for a Special Use Permit.

**PARKING ON THE GRASS IS PROHIBITED. MOTOR VEHICLES and HORSE TRAILERS** are restricted to roadways and designated parking areas only. Bicycle riding is limited to **DESIGNATED TRAILS ONLY**.

**HORSEBACK RIDING** is permitted at Hoover, Harris, Baker Woods (Ellis House and Equestrian Center) and Millbrook South Forest Preserves. Horse trailer parking in grass is only allowed in the south parking area at Hoover Forest Preserve and the Harris Forest Preserve Arena. Harris Forest Preserve trailer access is closed December 1st through May 1st. No horse trailers are allowed in the main parking lot at Harris Forest Preserve. Horses are not allowed on the sled hill at Harris Forest Preserve. Trail riding is limited to **DESIGNATED TRAILS ONLY** at Harris, Hoover, Baker Woods and Millbrook South Forest Preserves.

**A 10 MPH SPEED LIMIT** is in effect and enforced for all vehicular traffic. Use of mini-bikes, ATVs, snowmobiles, and other motorized vehicles within preserve areas is strictly prohibited.

**DOGS MUST BE HELD ON A LEASH (10 FOOT MAXIMUM LENGTH) AT ALL TIMES** for their safety, that of other visitors, and wildlife. Hitching or tying an animal to any tree, bush, shrub or structure is prohibited. Owners are responsible for the conduct and clean-up of their animal. Dogs are not allowed in any enclosed buildings with the exception of service animals with advanced notification. Dogs are not permitted to remain overnight in forest preserve campgrounds and facilities.

**OPEN FIRES ARE ONLY ALLOWED IN DESIGNATED FIREPLACES OR FIRE RINGS BY PERMIT ONLY.** Patrons are prohibited from bringing in or collecting firewood from the forest preserves. Firewood must be purchased from Kendall County Forest Preserve District.

**FISHING** is permitted on Forest Preserve property in accordance with Illinois Department of Natural Resources regulations. Limits are posted. Worms and wax worms are the only live bait allowed. **Collecting bait from the preserves is prohibited.** Contact Silver Springs State Park at (630) 553-6297 on State fishing regulations, or visit the IDNR website at [www.dnr.illinois.gov](http://www.dnr.illinois.gov).

**HUNTING, COLLECTING, or DAMAGING** plant, animal, fungus, or items of any kind is prohibited and is enforced. **SWIMMING, boating, ice fishing and ice skating** are not allowed.

**LEAVE AREAS CLEAN** by placing all garbage in the trash and recycling receptacles, and return tables to their original positions. Do not move tables out of enclosed buildings.

**DECORATIONS** that leave holes or adhesives are prohibited. No thumb tacks or tape can be used on the walls, and all decorations must be completely removed after use. Water balloons, piñatas, rice, birdseed, flower petals, streamers, sparklers, any type of pyrotechnical devices, open flamed candles, sidewalk chalk, sequins, glitter, and confetti are prohibited.

**AMPLIFIED SOUND** or other loud or unusual activities are prohibited.

**INFLATABLE PLAY HOUSES AND TENTS ARE PROHIBITED** without a permit. **Shelter 1 at Harris Forest Preserve is the only site they are allowed by permit only.** Permits are granted with a scheduled Shelter 1 reservation with advanced notification for tents and play houses no larger than 20'x40'x15'. One play house not to exceed 15 feet in height may be placed on the west side of the shelter.

**POP-UP SHADE CANOPIES (12' X 12' MAXIMUM SIZE) ARE ALLOWED IN DESIGNATED AREAS ONLY DURING OPEN HOURS.** Designated areas only include the Harris Forest Preserve Horse Arena and Ballfield, and the Hoover Forest Preserve Ballfield and Pavilion. Shade canopies must be staked or weighted down, and taken down in high-wind conditions. The District is not responsible for damages or injuries sustained from shade canopy use.

To view the complete Kendall County Forest Preserve District General Use Ordinance, visit <http://www.kendallforest.com> under the "About KCFPD" tab.

**To: Kendall County Forest Preserve District Board of Commissioners**

**From: David Guritz, Director**

**RE: Village of Minooka – Aux Sable Springs Community Park**

**Date: September 18, 2018**

**The Village of Minooka is in process of finalizing a master plan for the Aux Sable Springs Community Park.**

**The District has been involved in the master plan review process, which includes a plan for restoration, improved trail, and fishing/canoe/kayak launch along the Aux Sable Creek on the jointly-owned parcel adjacent to the creek.**

**District staff recommends approval and acceptance of the proposed plan for the jointly owned parcel #09-34-300-010.**

**A copy of the District's intergovernmental agreement is included with the preliminary master plan for the community park.**

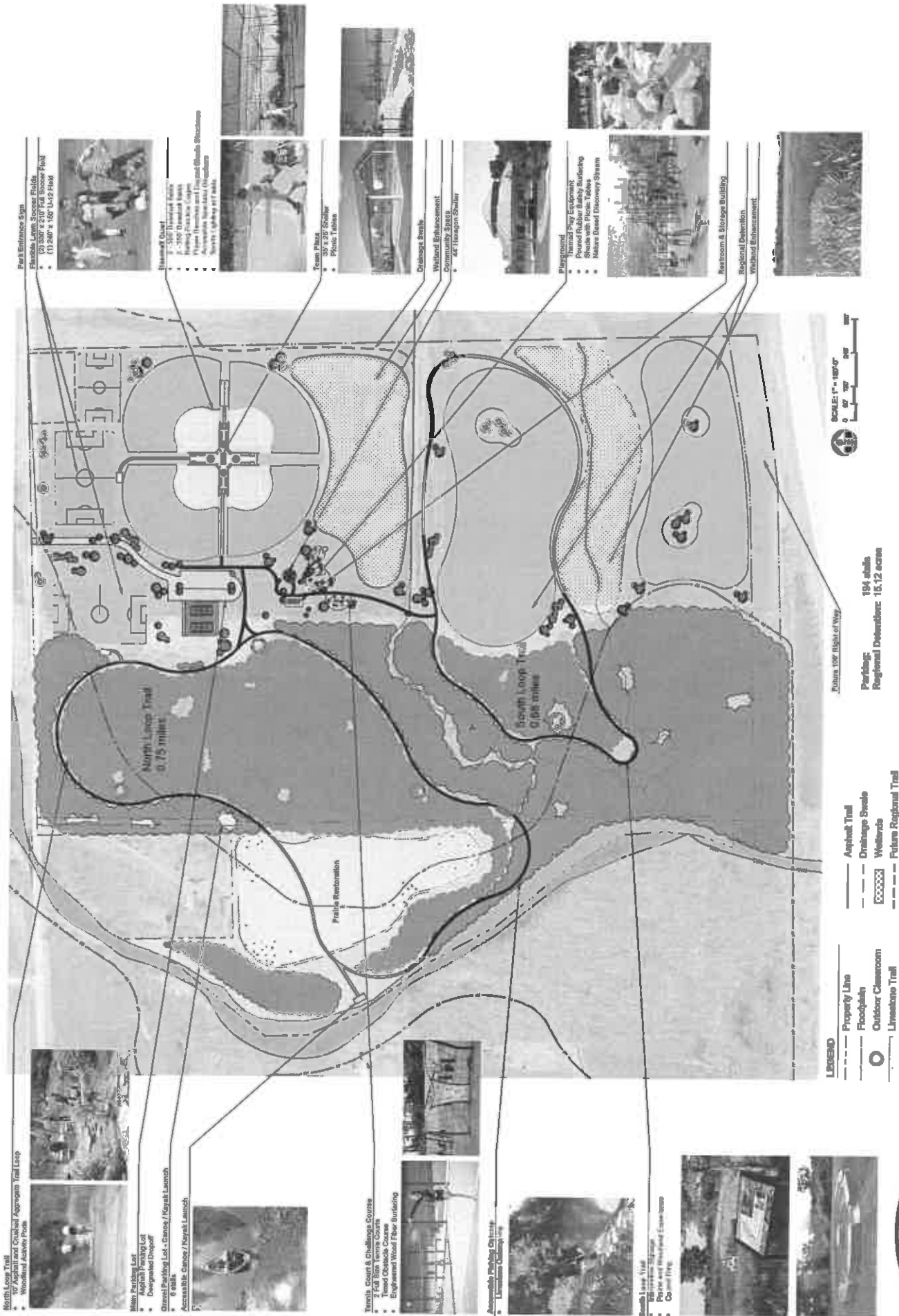
**Recommendation:**

**Following discussion, consider a motion to approve the Aux Sable Springs Community Park Master Plan and proposed improvements associated with parcel #09-34-300-010.**

# AUX SABLE SPRINGS COMMUNITY PARK



charlesvincentgeorge  
ARCHITECTS



## Preliminary Master Plan



AN INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE KENDALL COUNTY FOREST PRESERVE DISTRICT  
AND THE VILLAGE OF MINOOKA CONCERNING THE  
McDANIEL PROPERTY ON HOLT ROAD

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into by and between the Kendall County Forest Preserve District, a body politic and corporate (hereinafter the 'District') and the Village of Minooka (hereinafter the 'Village'), an Illinois municipal corporation.

WITNESSETH:

WHEREAS, the District is authorized, pursuant to the powers granted in the Downstate Forest Preserve Act of the State of Illinois (70 ILCS 805 et seq.), to acquire property for forest preserve purposes, which includes, inter alia, the power to acquire property for natural resource conservation and for recreational purposes; and

WHEREAS, the Village is authorized under the powers set forth in the Illinois Municipal Code ( 65 ILCS 5/1-1-1 et. seq.), to acquire, maintain and operate property for municipal purposes, which includes, inter alia, the power to acquire, maintain and operate property for recreational purposes; and

WHEREAS, the District and the Village have conducted a study of property which is known as the McDaniel Property (hereinafter the 'Property'), which is described in Exhibit A attached hereto; and

WHEREAS, the Property will help to meet the needs for open space and recreation in an underserved area that is projected to have rapid population growth; and

WHEREAS, the District and the Village have determined that it is reasonable, necessary and desirable to enter into this Agreement; and

WHEREAS, the District and the Village are authorized to enter into this Agreement by article VII, section 10, of the State of Illinois Constitution of 1970 and the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.).

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

1. The recitals set forth above are incorporated herein and made a part of this Agreement.
2. The parties agree to purchase the Property, which is approximately 18.13 acres, for \$20,000 per surveyed acre and hold the property in joint ownership.
3. The parties agree to divide the cost of the purchase price of the Property, with the District share being \$150,500 and the Village share being \$211,500.



4. The parties agree to divide evenly any costs and fees associated with the purchase of the Property including, but not limited to, Assessment, survey, title commitment, closing costs, legal fees, so long as these expenses are agreed upon prior to being incurred.
5. The parties agree that the District shall be responsible for natural areas management of the Property and that the Village shall be responsible for any police and emergency services required at the Property.
6. The parties further agree that they shall work cooperatively in the future to facilitate public use of the Property.
7. This Agreement may be amended or terminated only by the express written consent of both the District and the Village. That in the event either party wishes to terminate its interest in said property, the party so terminating its interest shall execute a deed, quit claiming any claim, right, or title to said property to the non-terminating party, without cost to the non-terminating party.
8. The terms of this Agreement shall be binding on the successors and assigns of both the District and the Village.
9. This Agreement is executed in duplicate and each party shall retain one completely executed copy, each of which is deemed an original.
10. That any and all improvement upon the property shall be undertaken only after written agreement as to the type and kind of improvement and as to costs of said improvements.

IN WITNESS WHEREOF, the parties hereto have set their hands this 13 day of JULY, 2005.

KENDALL COUNTY FOREST PRESERVE DISTRICT

Kay Hatcher  
Kay Hatcher, President

Attest:

Jeff Wehrli  
Jeff Wehrli, Secretary

VILLAGE OF MINOOKA

  
\_\_\_\_\_  
Jason Briscoe, Village President

Attest:

  
\_\_\_\_\_  
Mary Ray, Village Clerk

**To: Kendall County Forest Preserve District Board of Commissioners**  
**From: David Guritz, Director**  
**RE: Yorkville Historic Preservation Foundation – Special Event License and Use of the Kendall County Historic Courthouse**  
**Date: September 18, 2018**

The District has received a permit application for the use of the Kendall County Historic Courthouse to host a “Save the Jail” fundraiser involving use of the buildings and grounds for various activities. Because this event is considered beyond the scope of the District’s role in coordinating the schedule and permitting for use of the Historic Courthouse meeting rooms, coordination and support was requested by Kendall County.

A use reservation permit was drafted for the Historic Courthouse meeting rooms based on the approved fee schedule, with the Yorkville Historic Preservation Foundation requesting that fees and charges be waived for the event, with proceeds deposited with the Fox Valley Community Foundation.

The State’s Attorney’s Office and Kendall County Administrator Koepfel supported efforts to develop a license agreement that will allow use of the Historic Courthouse, grounds, parking area(s) and adjacent roadway for their event scheduled for Saturday, September 29, 2018.

Should Commission elect not to waive the payment of the fees and charges included in the draft license agreement, the District anticipates the Foundation will request a reduced scope for use for the Kendall County Historic Courthouse’s meeting rooms, which would reduce the total rental fee, and \$300.00 security deposit in accordance with the final meeting room use schedule.

**Recommendation:**

Following discussion, consider a motion to approve Resolution #18-09-003 approving a special license agreement authorized by the Kendall County Board with the Yorkville Historic Preservation Foundation, including waiving of fees and charges and security deposit for the Foundation’s use of the Kendall County Historic Courthouse for the “Save the Jail” fundraising event scheduled for Saturday, September 29, 2018.

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

**RESOLUTION NO. 18-09-003**

**RESOLUTION APPROVING THE SPECIAL EVENT LICENSE AGREEMENT  
WITH YORKVILLE HISTORICAL SOCIETY  
TO HOLD EVENT ON COUNTY-OWNED PROPERTY**

WHEREAS, the Yorkville Historical Society (hereinafter "Tenant") has requested approval from Kendall County Forest Preserve District (hereinafter "District") to hold an event called "Life Size Monopoly Fundraiser" on September 29, 2018 from 12 p.m. to 7 p.m. on County property, specifically The Kendall County Historic Courthouse and Jefferson St. (hereinafter referred to as the "Event");

WHEREAS, the District finds it is in the best interests of the citizens of Kendall County, Illinois and the Tenant to grant Tenant approval to hold the Event at The Kendall County Historic Courthouse and Jefferson St. on September 29, 2018 from 12 to 7 p.m. and, therefore, agrees to authorize Tenant to hold the Event in said location pursuant to the terms and conditions set forth in the Special Event License Agreement attached hereto as **Exhibit 1**; and

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Commissioners of the Kendall County Forest Preserve District:

1. The above recitals are incorporated as if fully set forth herein.
2. The Special Event License Agreement that is attached hereto as **Exhibit 1**, is hereby approved in its entirety.
3. The President of the Forest Preserve District is hereby authorized to execute the Special Event License Agreement attached hereto as **Exhibit 1**.

Passed and approved by the President and Board of Commissioners of the Kendall County Forest Preserve District this 18th day of September, 2018.

Attest:

\_\_\_\_\_  
Judy Gilmour  
President

\_\_\_\_\_  
Elizabeth Flowers  
Secretary

\_\_\_\_\_ Ayes  
\_\_\_\_\_ Nays  
\_\_\_\_\_ Abstain

## SPECIAL EVENT LICENSE AGREEMENT

This Special Event License Agreement (“Agreement”) is made and entered into as of September 29th, 2018 (“the Effective Date”), by and between the Landlord, Kendall County Forest Preserve District, Illinois (“Landlord”), a unit of local government, and the Tenant, the Yorkville Historical Society (“Tenant”), a non-profit organization.

1. **Premises.** In consideration of the mutual promises, covenants, and conditions herein set forth, the Landlord hereby licenses to Tenant and Tenant hereby licenses from Landlord the premises being The Kendall County Historic Courthouse and Jefferson St., which is located at 110 W Madison St, Yorkville, Illinois 60560, consisting of approximately 4,000 square feet (hereinafter referred to as “the Premises”), for the sole purpose of Tenant using the Premises to hold a one-day event called “Life Size Monopoly Fundraiser” (hereinafter referred to as the “Event”) to raise funds for restoration of the “Old Jail” historic building owned by the United City of Yorkville located at 111 W. Madison Street, Yorkville, Illinois 60560. The Kendall County Historic Courthouse is shown on the diagram attached hereto as **EXHIBIT A**, which is incorporated by reference herein.
  
2. **The Event.**
  - a. By signing below, Tenant and Landlord affirm their understanding that the Event includes only the following activities: various food truck vendors, life size Monopoly (Historic Courthouse grounds), kid’s activities, historic courthouse self-guided tours, use of historic courthouse washrooms.
  - b. Tenant shall hold the Event on the Premises on September 29th, 2018 from 12 p.m. to 7 p.m.
  - c. Guests attending the Event may park in the public parking lot of Kendall County Office Building. However, all guests of the Event must remove their vehicles from the public parking lot no later than 10 p.m. on September 29<sup>th</sup>. 2018.
  - d. The Event shall not feature any of the following: firearms, mechanical rides or devices, water hazards (e.g., swimming, boating or fishing), fire hazards, hayrides, corn mazes, haunted houses, pumpkin patch exposures, and/or fireworks.
  - e. Tenant shall ensure its Event and its use of the Premises complies with all local ordinances and applicable state and federal laws.
  - f. There shall be no sale and/or consumption of alcoholic beverages on Landlord’s Premises at anytime.
  - g. During the term of this Agreement, Tenant may use Landlord’s dumpsters located adjacent to the W. Ridge Road public parking area.

- h. Tenant may provide, at Tenant's cost, portable restrooms for all guests attending the Event. Tenant may have the portable restrooms delivered and placed at the Event location on September 28<sup>th</sup> or 29<sup>th</sup>.
- i. Set up for the Event may begin at any time on September 29th, 2018 but shall not unduly disrupt the Landlord's business operations.
- j. Tenant must clean up immediately after the completion of the Event and shall return the property to Landlord in good condition and repair no later than 8 a.m. on September 30th, 2018. Tenant shall be responsible for all set up and clean up costs associated with the Event.
- k. For security reasons, only staff employed by the Tenant and Landlord will be permitted access inside the Kendall County Office Building on September 29th, 2018.
- l. Tenant shall secure and shall be responsible for the cost and implementation of all traffic control measures necessary for the Event and all set up and tear down after the Event.
- m. As Tenant is the sole sponsor of the Event, Tenant shall bear sole responsibility for all Event costs.
- n. Tenant shall not erect or install in, on, or about the Premises any outside exterior signs, without Landlord's consent. All such signs shall comply with all applicable laws and ordinances.
- o. Tenant agrees that it shall not install any equipment that exceeds or overloads the capacity of the utility facilities serving the Premises, and that if equipment installed by Tenant requires additional utility facilities, installation of the same shall be at Tenant's expense, but only after Landlord's written approval of same.
- p. Tenant shall ensure that all of its food and beverage vendors comply with the following terms and conditions:
  - i. The food truck and beverage vendors must secure all necessary licensing and permitting necessary to prepare and serve food and beverage at the Event.
  - ii. The food truck and beverage vendors shall not engage in any food preparation and/or cooking on-site outside of the food truck (e.g., no grills brought out and cooking beside the truck).
  - iii. All water and power must be self-contained in the food trucks.

- iv. Food trucks and beverage stands should be reasonably spaced on the Premises so the trucks do not cause damage to Landlord's property and do not create a public safety hazard in the case of fire or evacuation. If Tenant has any questions or concerns regarding the placement of the food trucks and/or beverage stands, Tenant shall contact Landlord's Facilities Management Director, Jim Smiley, for assistance.
3. **Term of Agreement.** The term of this Agreement shall begin on September 29th, 2018 at 12 p.m. and shall end on September 29th, 2018 at 7 p.m. This Agreement may be terminated at anytime by either Landlord or Tenant by providing written notice to the other party to this Agreement. Upon the expiration or termination of this License, Tenant shall surrender the Premises to Landlord in good and broom-clean condition, with all of Tenant's fixtures and property removed, excepting ordinary wear and tear. Tenant shall also remove any Tenant-installed improvements that Landlord may require to be removed.
4. **Rent.**
  - a. Tenant shall pay to Landlord Rent for said Premises in the amount of \$560.00 plus a \$300.00 security deposit. Tenant shall pay the amount in full on or before September 29th, 2018.
  - b. The Landlord and Tenant agree that the fair market value for the rental of the premises is set forth in Paragraph 4(a) above.
5. **Indemnification.** To the fullest extent permitted by law, Tenant agrees that Landlord, its past, present and future elected officials, employees, insurers, and agents (collectively referred to as "Releasees") shall not be liable for any injury to or death of persons or damage to property that occurs arising from or relating to the Event. Tenant shall defend with counsel of Landlord's choosing, indemnify, and hold Releasees harmless against and from any and all Claims arising from or relating to the Event, except to the extent that any such Claim is caused by the gross negligence or willful misconduct of Landlord. The terms of the indemnification by Tenant set forth in this Section shall survive the expiration or earlier termination of this Agreement.
6. **Insurance.** At least three (3) business days before the Event occurs, Tenant shall deposit with Landlord a certificate evidencing that Tenant has obtained comprehensive special events liability insurance for both personal injury and property damage in the minimum amount of \$1,000,000 per occurrence and \$3,000,000 aggregate for the Event. Kendall County, Illinois shall be named as an Additional Insured on a Primary and Non-contributory basis with respect to all special events liability coverage. Further, the special events liability insurance policy must include a waiver of subrogation in favor of Kendall County. Kendall County shall be designated as the certificate holder. Landlord's failure to demand such certificate of insurance shall not act as a waiver of Tenant's obligation to maintain the special events insurance required under this Article. The insurance required under this Section does not represent that coverage and limits will necessarily be adequate to protect Tenant, nor be deemed as a limitation of Tenant's liability to Releasees.

7. **Common Area.**

- a. "Common Area" is defined as all areas and facilities within the Premises not appropriated to the occupancy of Tenant (The area of occupancy of the Tenant is shown in Exhibit A), and facilities, utilities, or equipment outside the Premises which serve any other Kendall County facility or property, including, but not limited to, all vehicle parking spaces or areas, roads, traffic lanes, driveways, sidewalks, pedestrian walkways, landscaped areas, signs, service delivery facilities, common storage areas, common utility facilities, and all other areas for nonexclusive use in or around the Premises that may from time to time exist. Common Areas shall include the roofs and exterior walls of any buildings on the Premises, all utility systems, heating, ventilating, and cooling systems, and sewer laterals, hallways, stairways, elevators, and public restrooms.
- b. **Common Area Expenses.** The term "Common Area Expenses" shall include the maintenance, repair, replacement, operation, and management of the Common Area and shall include landscaping; repaving; resurfacing; restriping; security; alarm systems; signage; property management; repairs, maintenance, and replacements of bumpers, directional signs, and other markers; painting; lighting and other utilities (including, but not limited to electricity, gas, water, and telephone); cleaning; trash removal; Tenant's trash removal, any contracts for services or supplies to be provided in connection with the maintenance, management, operation, repair, and replacement of such Common Area. All costs associated with the Common Area are to be paid by the Landlord.
- c. **Control of the Common Area.** Landlord shall have exclusive control of the Common Area and may exclude any person from use thereof except authorized employees, clients, and service suppliers of Tenant. Tenant acknowledges that Landlord may change the shape, size, location, number, and extent of the improvements to any portion of the Premises without Tenant's consent so long as it does not unreasonably impede Tenant's use of the Premises.
- d. Tenant and its agents, employees, assignees, contractors, and invitees shall observe faithfully and comply with any rules or regulations adopted by the Landlord for the Premises. If Tenant believes that a specific rule or regulation will unreasonably impede Tenant's use of Premises, Tenant shall provide prompt, written notice to Landlord and shall provide a detailed explanation as to how the rule or regulation shall impede Tenant's use of Premises. Upon receipt of such written notice, Landlord shall confer with Tenant before implementing the rule or regulation.
- e. Tenant agrees to keep the Common Area free and clear of any obstructions created or permitted by Tenant or resulting from Tenant's operation and to use the Common



Area only for normal activities: parking, ingress, and egress by Tenant and its employees, agents, representatives, licensees, and invitees to and from the Premises. If unauthorized persons are using the Common Area by reason of the presence of Tenant in the Premises, Tenant, upon demand of Landlord, shall correct such situation by appropriate action and proceedings against all such unauthorized persons. Nothing herein shall affect the rights of Landlord at any time to remove any such unauthorized persons from said areas or to prevent the use of said areas by such unauthorized persons.

8. **Real Property Taxes.** All real property taxes shall be the responsibility of the Landlord, to the extent applicable under the laws of the State of Illinois.
9. **Maintenance, Repairs and Alterations.**
  - a. **Tenant's Obligations.** Tenant shall keep and maintain in good condition the Premises.
  - b. **Landlord's Obligations.** Subject to the foregoing, Landlord shall keep and maintain in good condition and repair (or replace, if necessary) all aspects of the Premises including but not limited to the roof, exterior walls, structural parts, and structural floor of the Premises (if any), fire protection services, and pipes and conduits outside the Premises for the furnishing to the Premises of various utilities (except to the extent that the same are the obligation of the appropriate public utility company).
  - c. **Alterations.** Tenant shall not make any structural repairs or alterations of the Premises unless approved in writing by Landlord prior to any repairs or alterations. Tenant also agrees that Landlord shall not be financially responsible or obligated to construct any additional space or make any external or internal structural modifications of the Premises based upon this Agreement.
10. **Utilities.** Landlord shall pay for all water, gas, electricity, and other utilities used by Tenant during the term of this Agreement. However, Landlord shall not be liable for, and Tenant shall not be entitled to, any damages, abatement, or reduction in Rent by reason of any interruption or failure in the supply of utilities, including but not limited to 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 Tenant, nor shall it relieve Tenant from any obligation to perform any covenant or agreement under this License. In the event of any failure, stoppage, or interruption of utilities or services, Landlord shall use its reasonable efforts to attempt to restore all services promptly.
11. **Mechanic's Liens.** Tenant shall keep the Premises free and clear of all encumbrances, mechanics liens, stop notices, demands, and claims arising from work done by or for Tenant or for persons claiming under Tenant, and Tenant shall indemnify and save Landlord free and harmless from and against any Claims arising from or relating to the same.

12. **Remedies.** Tenant shall be in default in the event of any of the following: (a) if Tenant fails to make any payment of Rent and such failure shall continue after written notice by Landlord; (b) if Tenant fails to perform any other obligation to be performed by Tenant hereunder and such failure shall continue after written notice by Landlord; and/or (c) if Tenant abandons or vacates the Premises or ceases to use the Premises for the stated purpose as set forth in this License.

In the event of a default by Tenant, Landlord, in addition to any other remedies available to it at law or in equity, including injunction, at its option, without further notice or demand of any kind to Tenant or any other person, may (a) terminate this License and Tenant's right to possession of the Premises and recover possession of the Premises and remove all persons there from; (b) have the remedies available at law or in equity (Landlord may continue the License in effect after Tenant's breach and abandonment and recover Rent as it becomes due, if Tenant has the right to sublet or assign, subject only to reasonable limitations); or (c) even though it may have reentered the Premises, thereafter elect to terminate this License and all of the rights of Tenant in or to the Premises.

If Landlord brings an action at law or in equity to enforce, interpret, or seek redress for the breach of this Agreement, then Landlord shall be entitled to recover all court costs, witness fees, and reasonable attorneys' fees, at trial or on appeal, in addition to all other appropriate relief.

No remedy herein conferred on or reserved to Landlord is intended to be exclusive of any other remedy herein or by law provided, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now hereafter existing at law or in equity by statute.

13. **Destruction.** In the event of a casualty causing damage to the Premises that cannot be reasonably repaired on or before the day of the Event, either Landlord or Tenant may terminate this License with prior written notice to the other party.

Also, by signing below, Tenant specifically waives any claim of damage against the Landlord for any of Tenant's and/or Tenant's guests' property damaged as a result of an act of nature, including, but not limited to, lightning strikes and floods.

14. **Compliance with Laws.** Tenant, at its sole cost and expense, shall comply when required with all existing and future laws, ordinances, orders, rules, regulations, and requirements of all governmental and quasi-governmental authorities (including the Americans with Disabilities Act, and any amendments thereto) having jurisdiction over the Premises. Any changes made by the Tenant in violation of this section shall be corrected by the Landlord with the cost of said corrections being paid by the Tenant. Also, Tenant shall comply with any and all laws concerning environmental regulations. Tenant shall not cause or permit any hazardous materials to be brought, stored, used, handled, transported, generated, released, or disposed of, on, in, under, or about the Premises. This section shall not apply to any batteries or computer parts used by Tenant in the normal course of its business, provided all applicable rules are followed in their use.

15. **Right of Entry.** Landlord and its authorized representatives shall have the right to enter the Premises at all reasonable times upon reasonable notice to Tenant make repairs or alterations to the systems serving the Premises or for any other purpose.
16. **Waiver.** No delay or omission in the exercise of any right or remedy of Landlord with respect to any default by Tenant shall impair such right or remedy or be construed as a waiver. No waiver of any of the terms, provisions, covenants, conditions, rules, and regulations shall be valid unless it shall be in writing signed by Landlord. The receipt and acceptance by Landlord of delinquent Rent or other payments due hereunder shall not constitute a waiver of any other default.
17. **Notice.** Every notice required hereunder or by law to be given by either party to the other shall be in writing and shall be served on the parties at the addresses set forth below the signatures of the parties or such other address as the party to be served may from time to time designate in a Notice to the other party. Any such Notices shall be sent either by (a) United States certified or registered mail, postage prepaid, return receipt requested or (b) overnight delivery using a nationally recognized overnight courier, which shall provide evidence of delivery upon sender's request. All notices given in the manner specified herein shall be effective upon the earliest to occur of actual receipt, the date of inability to deliver to the intended recipient as evidenced by the United States Postal Service or courier receipt, or the date of refusal by the intended recipient to accept delivery as evidenced by the United States Postal Service or courier.
18. **Severability.** The unenforceability, invalidity, or illegality of any provision of this License shall not render the other provisions unenforceable, invalid, or illegal. If a court finds that any provision of this License is invalid or unenforceable, but that by limiting such provision it becomes valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.
19. **Governing Laws.** The laws of the State of Illinois shall govern the validity, performance, and enforcement of this Agreement. No conflict-of-law rules of any state or country (including, without limitation, Illinois conflict-of-law rules) shall be applied to result in the application of any substantive or procedural laws of any state or country other than Illinois. All controversies, claims, actions, or causes of action arising between the parties hereto and their respective successors and assigns shall be brought, heard, and adjudicated by the courts of the State of Illinois, with venue in Kendall County.
20. **Force Majeure.** If, by reason of any event of force majeure, either party to this Agreement is prevented, delayed, or stopped from performing any act that such party is required to perform under this License other than the payment of Rent or other sums due hereunder, the deadline for performance of such act by the party obligated to perform shall be extended for a period of time equal to the period of prevention, delay, or stoppage resulting from the force majeure event, unless this License specifies that force majeure is not applicable to the particular obligation. As used in this License, the term "force majeure" shall include, but not be limited to, fire or other casualty; bad weather; inability to secure materials;

strikes or labor disputes (over which the obligated party has no direct or indirect bearing in the resolution thereof); acts of God; acts of the public enemy or other hostile governmental action; civil commotion; terrorist acts; governmental restrictions, regulations, or controls; judicial orders; and/or other events over which the party obligated to perform (or its contractor or subcontractors) has no control.

- 21. **Successors and Assigns.** All of the provisions, terms, covenants, and conditions of this Agreement shall be binding on and inure to the benefit of the parties and their respective heirs, executors, administrators, successors, and assigns. No party shall assign, sublet, sell or transfer its interest in this Agreement without all other parties' prior written consent.
  
- 22. **Entire Agreement; Modification.** This Agreement and all exhibits and/or addendums, and/or riders, if any, attached to this Agreement are hereby made a part of this Agreement, with full force and effect as if set forth herein. This Agreement supersedes all prior written agreements between the parties and sets forth all the covenants, promises, agreements, and conditions, and understandings between Landlord and Tenant concerning the Premises, and there are no actual or implied covenants, promises, agreements, conditions, or understandings, either oral or written, between the parties regarding the Premises other than as are set forth herein and none thereof shall be used to interpret, construe, supplement, or contradict this License. No alteration, amendment, change, or addition to this License shall be binding on Landlord or Tenant unless reduced to writing and signed by each party.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by their duly authorized representatives on the date signed.

**Yorkville Historical Society**

**Kendall County Forest Preserve District**

\_\_\_\_\_  
**Tenant's Contact Information:**

\_\_\_\_\_  
**Kendall County Forest Preserve District**

**Robyn Sutcliff  
607 W. Madison Street  
Yorkville, IL 60560**

**David Guritz  
110 W Madison St  
Yorkville, 60560**

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Forest Preserve District Secretary**

\_\_\_\_\_  
**Date:** \_\_\_\_\_

**To: Kendall County Forest Preserve District Board of Commissioners**

**From: David Guritz, Director**

**RE: Millbrook Bridge Memorandum of Agreement  
Permit #CEMVR-OD-2018-0277**

**Date: September 18, 2018**

The District has received the final Memorandum of Agreement from the US Army Corps of Engineers, Rock Island District. While the MOA is between the US ACoE and Illinois State Historic Preservation Office, the Kendall County Forest Preserve District is a required signatory on the final agreement.

The Kendall County Historic Preservation Commission has expressed interest in working with the District to commission and install an Illinois State Historical Society permanent marker on location at the Shuh-Shuh-Gah Canoe Launch area.

The marker will not be considered a requirement within the final MOA.

Within the MOA, the District is directed to submit required documentation for Millbrook Bridge that meets certain National Park Service standards. The requirements are less stringent than those initially proposed.

There are no other requirements the District must meet as set forth within the final MOA.

The District will have additional requirements and standards that will need to be met as part of the overall permitting and management of the bridge demolition project.

**Recommendation:**

Following review of the final Memorandum of Agreement, consider a motion to forward the final Memorandum of Agreement to the October 2, 2018 Commission meeting for approval.

**MEMORANDUM OF AGREEMENT  
BETWEEN  
THE UNITED STATES ARMY CORPS OF ENGINEERS,  
ROCK ISLAND DISTRICT  
AND THE  
ILLINOIS STATE HISTORIC PRESERVATION OFFICER  
REGARDING THE  
MILLBROOK BRIDGE REMOVAL PROJECT  
LOCATED IN  
KENDALL COUNTY, ILLINOIS**

**WHEREAS**, in accordance with Section 106 of the National Historic Preservation Act of 1966, as amended, the U.S. Army Corps of Engineers, Rock Island District (District) proposes to grant a permit (CEMVR-OD-2018-0277) in accordance with Section 404 of the Clean Water Act of 1972 (33 U.S.C. 1344) to the Kendall County Forest Preserve District to remove the Millbrook Bridge over the Fox River in Millbrook, Kendall County, Illinois; and,

**WHEREAS**, the Corps has consulted with the Illinois State Historic Preservation Office (SHPO) pursuant to 36 CFR 800.2(c)(1) and has come to an agreement on the project Area of Potential Effects (hereinafter, APE) pursuant to 36 CFR 800.4(a)(1), (Appendix A); and,

**WHEREAS**, the District has defined the undertaking's area of potential effect (hereafter, "APE") as the Permit Area (see Appendix A) in accordance with 33 CFR Part 325, Appendix C; and,

**WHEREAS**, the Millbrook Bridge was determined eligible for listing on the National Register of Historic Places by the IL SHPO June 17, 2017; and,

**WHEREAS**, the District has determined that the proposed demolition of the Millbrook Bridge constitutes an adverse effect; and,

**WHEREAS**, the SHPO concurred with the District's recommendations regarding the adverse effects to the Millbrook Bridge by letter dated September 11, 2018 (SHPO Log #007051717); and,

**WHEREAS**, the District has consulted with the Kendall County Forest Preserve District (Forest Preserve) regarding the effects of the Undertaking and has invited the Forest Preserve to sign this Memorandum of Agreement (MOA) as a Concurring party; and,

**WHEREAS**, the District has determined, and SHPO concurs that the proposed demolition of the Millbrook Bridge constitutes an Adverse Effect; and

**WHEREAS**, all parties mutually agree that there is no prudent or feasible alternative to the project as originally proposed, and

**WHEREAS**, in accordance with 36 CFR § 800.6(a)(1), the District has notified the Advisory Council on Historic Preservation (ACHP) of its adverse effect determination with specified documentation and the ACHP has chosen not to participate in the consultation pursuant to 36CFR§ 800.6(a)(1)(iii); and

**NOW, THEREFORE**, the District and the Illinois SHPO agree that the undertaking shall be implemented in accordance with the following stipulations in order to take into account the effect of the undertaking on historic properties.

### **STIPULATIONS**

#### **I. TERMS**

- A.** The Corps shall ensure that issuance of Permit No. CEMVR-OD-P-2018-0277 to Kendall County Forest Preserve District is withheld until this Memorandum of Agreement (MOA) has been executed by all signatories.
- B.** The Millbrook Bridge will be documented in accordance with HIBS/HIER Standards and Guidelines. HIER No. for this documentation project will be: KE-2018-2. Specific Scope of Work for this project is as follows:
  - 1. Project area location map abstracted from appropriate 7.5 Minute USGS Quadrangle Map, submitted on 8.5 x 11” archival bond.
  - 2. Site Plan indicating footprint of the extant bridge, surrounding terrain features and other man-made features within a 200 yard radius of the bridge. Site plan presented on 8.5 x11” archival bond.
  - 3. Approximately ten (10) photographs of the subject bridge presenting approaches, elevations and superstructure / substructure elements.
  - 4. Written architectural /engineering description of the subject bridge.
  - 5. Narrative contextual histories.
    - a.** Brief chronological context on the origins, development and functions of the Millbrook bridge;
- C.** Submittal of 95% non-archival HIER documentation for SHPO review and comment prior to the submittal of 100% HIER documentation.

## **II. DURATION**

This MOA will be null and void if its terms are not carried out within two (2) years from the date of its execution. Prior to such time, the Corps may consult with the other signatories to reconsider the terms of the MOA and amend it in accordance with Stipulation IV below.

## **III. DISPUTE RESOLUTION**

Should any signatory or concurring party to this MOA object at any time to any actions proposed or the manner in which the terms of this MOA are implemented, the Corps shall consult with such party to resolve the objection. If the Corps determines that such objection cannot be resolved, the Corps will:

A. Forward all documentation relevant to the dispute, including the Corps' proposed resolution, to the Advisory Council on Historic Preservation (ACHP). The ACHP shall provide the Corps with its advice on the resolution of the objection within thirty (30) days of receiving adequate documentation. Prior to reaching a final decision on the dispute, the Corps shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP, signatories and concurring parties, and provide them with a copy of this written response. The Corps will then proceed according to its final decision.

B. If the ACHP does not provide its advice regarding the dispute within the thirty (30) day time period, the Corps may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, the Corps shall prepare a written response that takes into account any timely comments regarding the dispute from the signatories and concurring parties to the MOA, and provide them and the ACHP with a copy of such written response.

C. The District's responsibility to carry out all other actions subject to the terms of this MOA that are not the subject of the dispute remain unchanged.

## **IV. AMENDMENTS**

This MOA may be amended when such an amendment is agreed to in writing by all signatories. The amendment will be effective on the date a copy signed by all of the signatories is filed with the ACHP.

## **V. TERMINATION**

If any signatory to this MOA determines that its terms will not or cannot be carried out,



that party shall immediately consult with the other parties to attempt to develop an amendment per Stipulation IV, above. If within thirty (30) days an amendment cannot be reached, any signatory may terminate the MOA upon written notification to the other signatories.

Once the MOA is terminated, and prior to work continuing on the undertaking, the Corps must either (a) execute an MOA pursuant to 26 CFR § 800.6 or (b) request, take into account and respond to the comments of the ACHP under 36 CFR § 800.7. The Corps shall notify the signatories as to the course of action it will pursue.

**MEMORANDUM OF AGREEMENT  
BETWEEN  
THE UNITED STATES ARMY CORPS OF ENGINEERS,  
ROCK ISLAND DISTRICT  
AND THE  
ILLINOIS STATE HISTORIC PRESERVATION OFFICER  
REGARDING THE  
MILLBROOK BRIDGE REMOVAL PROJECT  
LOCATED IN  
KENDALL COUNTY, ILLINOIS**

**SIGNATORY:**

UNITED STATES ARMY CORPS OF ENGINEERS, ROCK ISLAND DISTRICT (DISTRICT)

\_\_\_\_\_ Date \_\_\_\_\_  
Mr. Ward Lenz  
Chief, Regulatory Branch  
Operations Division

**MEMORANDUM OF AGREEMENT  
BETWEEN  
THE UNITED STATES ARMY CORPS OF ENGINEERS,  
ROCK ISLAND DISTRICT  
AND THE  
ILLINOIS STATE HISTORIC PRESERVATION OFFICER  
REGARDING THE  
MILLBROOK BRIDGE REMOVAL PROJECT  
LOCATED IN  
KENDALL COUNTY, ILLINOIS**

**SIGNATORY:**

ILLINOIS STATE HISTORIC PRESERVATION OFFICE (SHPO)

\_\_\_\_\_ Date \_\_\_\_\_

Robert F. Appleman  
Deputy State Historic Preservation Officer  
Illinois State Historic Preservation Office

**MEMORANDUM OF AGREEMENT  
BETWEEN  
THE UNITED STATES ARMY CORPS OF ENGINEERS,  
ROCK ISLAND DISTRICT  
AND THE  
ILLINOIS STATE HISTORIC PRESERVATION OFFICER  
REGARDING THE  
MILLBROOK BRIDGE REMOVAL PROJECT  
LOCATED IN  
KENDALL COUNTY, ILLINOIS**

**CONCURRING PARTIES:**

Kendall County Forest Preserve District

\_\_\_\_\_ Date \_\_\_\_\_

Mr. David Guritz

Director

Kendall County Forest Preserve District

**MEMORANDUM OF AGREEMENT  
BETWEEN  
THE UNITED STATES ARMY CORPS OF ENGINEERS,  
ROCK ISLAND DISTRICT  
AND THE  
ILLINOIS STATE HISTORIC PRESERVATION OFFICER  
REGARDING THE  
MILLBROOK BRIDGE REMOVAL PROJECT  
LOCATED IN  
KENDALL COUNTY, ILLINOIS**

**CONCURRING PARTIES:**

**Kendall County Historic Preservation Commission**

\_\_\_\_\_ Date \_\_\_\_\_  
**Ms. Kristine Heiman**  
**Chairwoman**  
**Kendall County Historic Preservation Commission**

**MEMORANDUM OF AGREEMENT  
BETWEEN  
THE UNITED STATES ARMY CORPS OF ENGINEERS,  
ROCK ISLAND DISTRICT  
AND THE  
ILLINOIS STATE HISTORIC PRESERVATION OFFICER  
REGARDING THE  
MILLBROOK BRIDGE REMOVAL PROJECT  
LOCATED IN  
KENDALL COUNTY, ILLINOIS**

**CONCURRING PARTIES:**

Village of Millbrook

\_\_\_\_\_ Date \_\_\_\_\_  
Ms. Jackie Kowalski  
Village President  
Village of Millbrook

**Appendix A**  
**Definition of the Project Area of Potential Effects**



## Illinois Department of Natural Resources

One Natural Resources Way Springfield, Illinois 62702-1271  
[www.idnrillinois.gov](http://www.idnrillinois.gov)

Bruce Rauner, Governor  
Wayne A. Rosenthal, Director

August 23, 2018

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

Re: Land & Water Conservation Fund - Acquisition  
Project # 17-00992  
Little Rock Creek Acquisition

Dear Mr. Guritz:

The Department has received your billing request for the above referenced project and I am pleased to advise that grant reimbursement in the amount of \$650,000 has been approved. Accordingly, a voucher for that amount has been processed and a warrant from the State Comptroller's office should be forwarded to you within the next 30 days.

On behalf of the Department of Natural Resources, I would like to congratulate the Kendall County Forest Preserve District on the success of this project. Your commitment in helping to improve quality public outdoor recreation opportunities in Illinois is greatly appreciated.

In accordance with terms of the LWCF, please keep in mind the following items:

- Land acquired with LWCF assistance must have the recreation development proposed in the application initiated within three (3) years following completion of the site acquisition.
- Land acquired with LWCF assistance must have the recreation development proposed in the application initiated within three (3) years following completion of the site acquisition. Furthermore, land acquired with LWCF assistance must have recreation development completed within (5) five years. Agencies failing to meet this requirement will be prohibited from applying to any of the grant programs administered by the Division of Grant Administration until the violation is resolved.
- Land acquired under the above referenced project must be maintained for public outdoor park and recreation purposes as so specified in the signed Project Agreement.
- Acknowledgment of LWCF assistance must be permanently posted at the project site, preferably on the park entrance sign.

Once again, congratulations on the completion of this project.

Sincerely,

  
Wayne A. Rosenthal  
Director

WR/kb