

Vendor#	Name	Invoice #	Description	Date	Budget #	Account Description	Dist Amount
FOREST PRESERVE EXPENDITURE							
1	060304	02/27/17-DG	WATER-HC	02/06/17	27020006200	OFFICE SUPPLIES & POSTAGE	27.91
2	091260	01/25/2017	TRANSPONDER FEE	02/06/17	27020006200	OFFICE SUPPLIES & POSTAGE	40.00
							67.91*
3	060304	02/27/17-ED	WLLD THINGS-A MORRIS	02/06/17	27020006204	CONFERENCES	46.08
							46.08*
4	011359	01/19/17-MILLER	MILLBROOK SOUTH	02/06/17	27020006351	ELECTRIC	59.05
5	031510	JAN 20, 2017-BW	BAKER WOODS	02/06/17	27020006351	ELECTRIC	21.12
6	031510	01/31-17--RY	RICHARD YOUNG	02/06/17	27020006351	ELECTRIC	31.32
7	031510	02/01/17-ARENA	HARRIS ARENA	02/06/17	27020006351	ELECTRIC	23.78
8	031510	02/01/17-HA	HARRIS	02/06/17	27020006351	ELECTRIC	39.81
9	031510	01/30/17-JW	JAY WOODS	02/06/17	27020006351	ELECTRIC	31.32
							206.40*
10	190816	01/31/17-SHAW	WEDDING AD, JAN WEBSI	02/06/17	27020006843	PROMOTION/PUBLICITY	815.99
							815.99*
Total FOREST PRESERVE EXPENDITURE							1,136.38*
11	010452	SI-454307	FEB-APR 2017	02/06/17	27021007076	UTILITIES - ELLIS HOUSE	241.89
12	031510	JAN 19, 2017-EL	ELLIS HOUSE	02/06/17	27021007076	UTILITIES - ELLIS HOUSE	176.81
							418.70*
13	191527	SOUTHERN COMPUTER WAREHOUSE (S	ELLIS-MONITOR	02/06/17	27021007077	OFFICE SUPPLIES & POSTAGE	246.53
							246.53*
14	020172	FEB 2017	FEB 2017 RENT	02/06/17	27021007080	GROUND & MAINT - ELLIS H	25.00
15	060304	02/27-17-MV	OFFICE SUPPLIES	02/06/17	27021007080	GROUND & MAINT - ELLIS H	41.31
16	060304	FIRST NATIONAL BANK OMAHA	TAPE, TISSUES	02/06/17	27021007080	GROUND & MAINT - ELLIS H	29.48
17	110530	KENDALL PLUMBING & HEATING	HRATER REPAIR-ELLIS	02/06/17	27021007080	GROUND & MAINT - ELLIS H	214.00
18	130506	MENARDS	PET FOOD, BAGS, LITT	02/06/17	27021007080	GROUND & MAINT - ELLIS H	66.87
19	130506	MENARDS	ENTRANCE MATS	02/07/17	27021007080	GROUND & MAINT - ELLIS H	5.37
20	230146	WALDEN'S LOCK SERVICE	KEYS-CABINET	02/06/17	27021007080	GROUND & MAINT - ELLIS H	9.16
							391.19*
Total ELLIS HOUSE							1,056.42*
21	010452	SI-454307	FEB-APR 2017	02/06/17	27021017076	UTILITIES - ELLIS BARN	241.89
22	060304	FIRST NATIONAL BANK OMAHA	AT & T	02/06/17	27021017076	UTILITIES - ELLIS BARN	220.33
23	060304	FIRST NATIONAL BANK OMAHA	AT & T	02/06/17	27021017076	UTILITIES - ELLIS BARN	206.17
							668.39*
24	060304	FIRST NATIONAL BANK OMAHA	HOSE, FOOD	02/06/17	27021017080	GROUND & MAINT - ELLIS B	38.04
25	110535	KENDALL CO FOREST PRESERVE DIS	CONCRETE	02/06/17	27021017080	GROUND & MAINT - ELLIS B	3.71
26	130506	MENARDS	SPREADER, ICE MELT	02/06/17	27021017080	GROUND & MAINT - ELLIS B	91.67

frmPrtClaim	Kendall County	Claims Listing	02/10/17	8:28:46 AM	Page 002	
Vendor#	Name	Description	Date	Budget #	Account Description	Dist Amount
27 130506	MENARDS	DRILL, DRILL BITS-EL	02/06/17	27021027080	Grounds & Maint - Ellis G	120.98
	ELLIS GROUNDS					120.98*
				Total ELLIS BARN		801.81*
28 071871	GRUNDY COUNTY CHAMBER OF COMME FF 2017	FAMILY FEST-2017	02/06/17	27021117081	PROMO/PUBLICITY - ELLIS R	200.00
29 060304	FIRST NATIONAL BANK OMAHA	ELLIS-RABBIT FOOD	02/06/17	27021117082	ANIMAL CARE & SUPPLIES -	8.98
30 060304	FIRST NATIONAL BANK OMAHA	WOOD SHAVINGS	02/06/17	27021117082	ANIMAL CARE & SUPPLIES -	235.02
31 101300	JOHN RYAN HORSESHORING	HORSE CARE	02/06/17	27021117084	VET & FARRIER - ELLIS RID	244.00*
	ELLIS RIDING LESSONS					175.00
				Total ELLIS RIDING LESSONS		175.00*
32 060304	FIRST NATIONAL BANK OMAHA	ELLIS REFUSE P/U	02/06/17	27021207078	REFUSE PICKUP - ELLIS	619.00*
	HOOPER					136.87
	COMMONWEALTH EDISON	HO BASE HOUSE	02/06/17	27022006861	HOOPER - ELECTRIC	136.87*
33 031510	MENARDS	CURTAIN RODS, HANGER	02/06/17	27022006864	HOOPER - BUILDING MAINTEN	16.54
34 130506	MENARDS	HOOPER-WATER DETECTI	02/10/17	27022006866	HOOPER - OTHER EXPENSES	16.54*
35 011934	ASSOCIATED TECHNICAL SERVICES, ATS-2-8-17	HOOPER-WATER LEAK	02/10/17	27022006866	HOOPER - OTHER EXPENSES	158.55
36 101325	J.W. WELL & PUMP	HO SEC DEP REFUND	02/06/17	27022007088	HOOPER SECURITY DEPOSIT R	158.55*
37 012142	LYZETTE AUSTEN	ML SEC DEP REFUND	02/06/17	27022007088	HOOPER SECURITY DEPOSIT R	843.50
38 161490	JENNIFER POMMIER					680.00
	ENV ED SCHOOL					1,523.50*
				Total HOOPER		100.00
						150.00
						250.00*
39 110535	KENDALL CO FOREST PRESERVE DIS JAN 31 2017	SCHOOL PROGRAM SUPPL	02/06/17	27023016849	ENV EDUC - SCHOOL PROG EX	1,948.59*
						40.45
						40.45*

Vendor#	Name	Invoice #	Description	Date	Budget #	Account Description	Dist Amount
ENV ED CAMPS							
40 110535	KENDALL CO FOREST PRESERVE DIS	JAN 31 2017	CAMP SUPPLIES	02/06/17	27023026849	ENV EDUC - CAMPS EXPENSE	6.98
Total ENV ED CAMPS							6.98*
ENV ED NATURAL BEGINNINGS							
41 060304	FIRST NATIONAL BANK OMAHA	02/27/17-MG	BOOKS, CRAFTS	02/06/17	27023036849	ENV EDUC - NATURAL BEGINN	212.87
42 110535	KENDALL CO FOREST PRESERVE DIS	JAN 31 2017	NB SUPPLIES	02/06/17	27023036849	ENV EDUC - NATURAL BEGINN	25.97
43 130506	MENARDS	69588	GARBAGE BAGS, STAIN	02/06/17	27023036849	ENV EDUC - NATURAL BEGINN	40.40
44 230034	JESSICA VOSBURGH	2/2/17-JV	PET SUPPLIES, PHOTOS	02/08/17	27023036849	ENV EDUC - NATURAL BEGINN	69.31
Total ENV ED NATURAL BEGINNINGS							348.55*
ENV ED LAWS OF NATURE							
45 060304	FIRST NATIONAL BANK OMAHA	02/27/17-ED	PET FOOD	02/06/17	27023056849	ENV EDUC - LAWS OF NATURE	24.08
46 110535	KENDALL CO FOREST PRESERVE DIS	JAN 31 2017	PET FOOD	02/06/17	27023056849	ENV EDUC - LAWS OF NATURE	35.46
Total ENV ED LAWS OF NATURE							59.54*
GROUND & NATURAL RESOURCES							
47 220626	VERIZON (FOREST PRESERVE)	9778932455	CELL PHONES	02/06/17	27025006207	TELEPHONE - GROUND & NAT	685.11
Total ENV ED NATURAL BEGINNINGS							685.11*
48 020506	BEN MEADOWS CO, INC	SI03142107	THROWBAGS	02/06/17	27025006216	EQUIP - GROUND & NATURAL	50.38
Total ENV ED NATURAL BEGINNINGS							50.38*
49 110531	KENDALL CO HIGHWAY DEPT	JANUARY 2017	GAS & DIESEL-JAN2017	02/06/17	27025006217	FUEL - GAS & OIL	742.15
Total ENV ED NATURAL BEGINNINGS							742.15*
50 060304	FIRST NATIONAL BANK OMAHA	02/27/17-DG	HO, HA REFUSE P/U	02/06/17	27025006847	REFUSE PICKUP - GROUND &	533.50
Total ENV ED NATURAL BEGINNINGS							533.50*
51 060304	FIRST NATIONAL BANK OMAHA	02/27/17-DG	WATER-HARRIS	02/06/17	27025007089	SUPPLIES - SHOP	8.99
52 130506	MENARDS	69616	PAINT, DRILL BITS, R	02/06/17	27025007089	SUPPLIES - SHOP	57.34
Total ENV ED NATURAL BEGINNINGS							66.33*
Total GROUND & NATURAL RESOURCES							2,077.47*
COURTHOUSE RENOVATIONS							
53 110535	KENDALL CO FOREST PRESERVE DIS	JAN 31 2017	CHANGE-HISTORIC COUR	02/06/17	85020006650	EXPENDITURES	4.00
Total ENV ED NATURAL BEGINNINGS							4.00*

Vendor#	Name	Invoice #	Description	Date	Budget #	Account Description	Dist Amount
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FP BOND PROCEEDS 2007 Total COURTHOUSE RENOVATIONS 4.00*

54 190372	CHARLES H SCHRADER & ASSOC	FEB 2017	FEES:12/2016-02/2017	02/06/17	95020006850	PROJECT FUND EXPENSES	2,687.00
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Total FP BOND PROCEEDS 2007 2,687.00*

GRAND TOTAL 11,044.04**

**KENDALL COUNTY FOREST PRESERVE DISTRICT
COMMISSION MEETING MINUTES**

FEBRUARY 7, 2017

I. Call to Order

President Gilmour called the meeting to order at 6:00 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

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

V. Approval of Agenda

President Gilmour requested that agenda item XV for review and approval of a letter of engagement for Cityview Capital Solutions, LLC be moved up in the agenda order to follow item X. Commissioner Prochaska made a motion to approve the agenda as amended. Seconded by Commissioner Cullick. Aye, all. Opposed, none.

VI. Citizens to Be Heard

No public comments were offered by citizens present at the meeting.

VII. Approval of Claims in an Amount Not-to-Exceed \$21,358.05.

Commissioner Cullick made a motion to approve claims in an amount not-to-exceed \$21,358.05. Seconded by Commissioner Gryder.

Motion: Commissioner Cullick

Second: Commissioner Gryder

Roll call: Commissioners Cullick, Davidson, Flowers, Giles, Gryder, Hendrix, Kellogg, Prochaska, Purcell, and Gilmour, aye. Opposed, none. Motion unanimously approved.

VIII. Approval of Minutes

Kendall County Forest Preserve Commission Meeting – January 17, 2017

Kendall County Forest Preserve District Finance Committee Meeting – January 26, 2017

Kendall County Forest Preserve District Programming and Events Committee Meeting – February 1, 2017

Commissioner Hendrix made a motion to approve the minutes for the Forest Preserve Commission meeting held on January 17, 2017; the Forest Preserve Finance Committee meeting held on January 26, 2017, and the Programming and Events Committee meeting held on February 1, 2017. Seconded by Commissioner Gryder.

All, aye. Opposed, none. Motion unanimously approved.

IX. “The Moving Wall” Vietnam War Memorial Presentation – Dave Krahn and Herschel Luckinbill

David Krahn and Herschel Luckinbill presented plans for the upcoming “The Moving Wall” Vietnam War Memorial Presentation in the Village of Oswego, Illinois.

“The Moving Wall” will be in Oswego June 29 through July 3, 2017 near the Oswegoland Park District’s Prairie Point fields. 100,000 to 150,000 are expected to attend. The Memorial Presentation Committee is working to secure donations, sponsors, and volunteers for the exhibition.

X. Ordinance #17-02-001 Authorizing the Issuance of Not-to-Exceed \$22,000,000 General Obligation Refunding Bonds, Series 2017, of the Kendall County Forest Preserve District

Commissioner Gryder adjourned from the meeting at 6:14 pm.

Commissioner Cullick made a motion to approve Ordinance #17-02-001 authorizing the issuance of not-to-exceed \$22,000,000 general obligation refunding bonds, Series 2017, of the Kendall County Forest Preserve District. Seconded by Commissioner Hendrix.

Anthony Miceli, Senior Vice President with Speer Financial, Inc. presented the authorizing ordinance for the Series 2017 refunding bonds.

Commissioner Purcell inquired into the status for projected savings. Anthony Miceli stated that the refunding should generate \$1.2M in net savings through 2024.

Commissioner Davidson asked whether the District will be able to pursue additional refunding opportunities. Anthony Miceli stated that this is the last refunding of the 2007 Series callable bonds.

Motion: Commissioner Cullick

Second: Commissioner Hendrix

Roll call: Commissioners Cullick, Davidson, Flowers, Giles, Hendrix, Kellogg, Prochaska, Purcell, and Gilmour, aye. Opposed, none. Motion unanimously approved.

Commissioner Gryder reentered the meeting at 6:17 pm.

XI. Motion to Approve the Cityview Capital Solutions, LLC Engagement Letter in the Amount of \$4,500.00 for Escrow Bidding Agent Services for the 2017 Series Refunding Bonds, Payable Only Upon Acceptance and Award of Purchase of an Escrow Investment Portfolio

Anthony Miceli presented an overview of the scope of services outlined in the Cityview Capital Solutions, LLC engagement letter. Cityview Capital Solutions proposes the bidding and presentation of an alternate escrow investment portfolio through purchase of US Treasury bonds that may yield additional interest earnings and resulting net savings for the 2017 series refund bond issuance. Anthony Miceli stated that if the additional savings is less than \$10,000, than the Cityview portfolio will be rejected. Typically, the District invests the escrow fund proceeds in "SLUGS" (State and Local Government Securities) through the US Treasury Department.

Commissioner Purcell requested clarification on how the escrow funds are invested, requesting verification that any alternate portfolio selected would not pose any additional risk. Anthony Miceli stated that both escrow investment approaches and strategies are secured with the US Department of Treasury, carrying the same type of low-risk Treasury bond investments.

Director Guritz inquired into whether the Board or Speer Financial, Inc. would approve the final selection of escrow investments. Anthony Miceli confirmed that Speer Financial, Inc. would make the final determination and selection based on a minimum \$10,000 net savings threshold.

Motion: Commissioner Hendrix

Second: Commissioner Prochaska

Roll call: Commissioners Cullick, Davidson, Flowers, Giles, Gryder, Hendrix, Kellogg, Prochaska, Purcell, and Gilmour, aye. Opposed, none. Motion unanimously approved.

XII. Resolution#17-02-002 Authorizing Submission of a ComEd Green Region Grant Application in the Amount of \$10,000 with One-to-One District Matching Funds to Support the 2017 Henneberry Forest Preserve Restoration and Tree Mitigation Project

Director Guritz presented a resolution authorizing submission of a ComEd Green Region grant application in the amount of \$10,000 to support the 2017 Henneberry Forest Preserve restoration and tree mitigation project.

Commissioner Purcell asked whether the item had been reviewed by District committees. Director Guritz stated that the Finance Committee reviewed materials cost projections and proportional project cost share by the District, the Kendall County Highway Department's tree mitigation project, and The Conservation Foundation's "Fox River Valley Monarch Corridor Project" \$15,000 grant. The Programming and Events Committee reviewed the draft resolution, recommending approval by Commission.

Director Guritz stated that the District has a great project, and is eligible to apply for funding under the new Green Region grant program rules.

Commissioner Purcell asked whether the matching requirement would be met by using funds currently dedicated to the project. Director Guritz stated that the District's matching funding is already included within the overall project costs.

Motion: Commissioner Davidson

Second: Commissioner Cullick

Roll call: Commissioners Cullick, Davidson, Flowers, Giles, Gryder, Hendrix, Kellogg, Prochaska, Purcell, and Gilmour, aye. Opposed, none. Motion unanimously approved.

XIII. Motion to Approve a License Agreement with the Grundy-Kendall Regional Office of Education for the Operation of the Kendall County Outdoor Education Center

Director Guritz presented a final draft of the license agreement with the Kendall County Outdoor Education Center.

Commissioner Purcell requested confirmation that the term of the agreement is 5-years. Director Guritz stated that the initial term is 5-years, with an option to renew for an additional 5-year term with Commission approval.

Motion: Commissioner Cullick

Second: Commissioner Hendrix

Roll call: Commissioners Cullick, Davidson, Flowers, Giles, Gryder, Hendrix, Kellogg, Prochaska, Purcell, and Gilmour, aye. Opposed, none. Motion unanimously approved.

XIV. Motion to Approve a Farm Lease Agreement with Kyle Connell of Morris, Illinois for Hay Production at Baker Woods Forest Preserve

Commissioner Purcell asked whether the current agreement is working, and whether the proposed agreement is fair. Commissioner Davidson reported that the proposed agreement is fair, and similar to arrangements he has for property leased for hay production, including the provisions for storage of hay.

Director Guritz stated that the agreement is working well. In addition to providing the hay needed for both District and Sunrise Center North horses, the surplus generated restocks inventory over the winter months, with additional proceeds of just over \$2,000 generated this past year under the agreement's buy-back provisions.

Commissioner Gryder asked how many cuts took place in 2016. Director Guritz stated that due to the wet weather, only two cuts came off the fields in 2016.

Motion: Commissioner Kellogg

Second: Commissioner Hendrix

Roll call: Commissioners Cullick, Davidson, Flowers, Giles, Gryder, Hendrix, Kellogg, Prochaska, Purcell, and Gilmour, aye. Opposed, none. Motion unanimously approved.

XV. Motion to Approve an Equipment Use Upcharge (Eco Mulcher) of \$500.00 for Nelson Land Management, LLC to Complete the Clearing of 5-Acres of Non-Native Woody Vegetation at Maramech Forest Preserve as Part of the District’s US Fish and Wildlife Service Partners for Fish and Wildlife Cooperative Program Agreement

Commissioner Hendrix made a motion to approve the equipment use upcharge for Nelson Land Management, LLC in the amount of \$500.00. Seconded by Commissioner Gryder.

Director Guritz presented a request for a change order for Nelson Land Management, LLC extending a \$100 per acre equipment usage fee upcharge for clearing of 5-acres of non-native woody vegetation at Maramech Forest Preserve as part of the District’s US Fish and Wildlife Service Partners for Fish and Wildlife cooperative program agreement.

Director Guritz reported that inspection of the western preserve border revealed older dense thickets of non-native woody vegetation that require use of heavy equipment to efficiently remove. While other areas of the preserve could be assigned to the Nelson Land Management work crew for clearing, the company has offered to complete the clearing work with an Eco Mulcher for an additional \$100 upcharge per acre cleared, and clearing out the dense thickets will allow District staff and volunteers to keep the area cleared. Future seeding and planting will help improve the habitat quality and native plant competition within the dedicated nature preserve buffer areas.

Motion: Commissioner Hendrix

Second: Commissioner Gryder

Roll call: Commissioners Cullick, Davidson, Flowers, Giles, Gryder, Hendrix, Kellogg, Prochaska, Purcell, and Gilmour, aye. Opposed, none. Motion unanimously approved.

XVI. Motion to Approve the Kendall County Forest Preserve District Spring 2017 Public Program Fees and Charges

Commissioner Prochaska made a motion to approve the District’s spring 2017 public program fees and charges as presented. Seconded by Commissioner Hendrix.

Commissioner Purcell inquired into whether the fees and charges were consistent with previous fees and charges presented. Director Guritz stated that charges were consistent, and the District cancels classes that do not achieve minimum enrollment.

Motion: Commissioner Prochaska

Second: Commissioner Hendrix

Roll call: Commissioners Cullick, Davidson, Flowers, Giles, Gryder, Hendrix, Kellogg, Prochaska, Purcell, and Gilmour, aye. Opposed, none. Motion unanimously approved.

XVII. Motion to Approve a \$20.00 Per Participant Environmental Education Program Fee Extending Weekday (Tues. – Wed.) Overnight Use of the Hoover Forest Preserve Bunkhouses

Director Guritz reported that the District was approached by school groups interested in receiving programming in combination with an overnight stay at Hoover Forest Preserve.

Commissioner Purcell inquired into how the programs would be scheduled.

Director Guritz advised that weeknight use of the bunkhouses for overnight stays is rare. Extending this opportunity for small school groups could potentially boost revenues for environmental education by taking advantage of weeknight bunkhouse capacity on Tuesday and Wednesday evenings, so long as sufficient cleanup time remains after weekday use to prepare the bunkhouses for weekend reservations.

Depending on group size, the District may generate revenues over and above typical bunkhouse rental rates.

Motion: Commissioner Purcell

Second: Commissioner Cullick

Roll call: Commissioners Cullick, Davidson, Flowers, Giles, Gryder, Hendrix, Kellogg, Prochaska, Purcell, and Gilmour, aye. Opposed, none. Motion unanimously approved.

XVIII. Motion to Approve the 2017-2018 Natural Beginnings Late Payment Policy

Commissioner Purcell inquired into the recommended changes to the late payment policy.

Director Guritz reported that the current late payment policy assigns a \$5 late fee for late payments received for quarterly tuition fees. The revised policy extends a 5-day grace period following notification to receive payment payment, after which a \$15 late payment fee is assessed. Payments not received within two weeks following the scheduled payment date will result in a suspension of the student from the program until the quarterly payment and late fee is paid.

Motion: Commissioner Hendrix

Second: Commissioner Cullick

Roll call: Commissioners Cullick, Davidson, Flowers, Giles, Gryder, Hendrix, Kellogg, Prochaska, Purcell, and Gilmour, aye. Opposed, none. Motion unanimously approved.

XIX. Motion to Approve the Natural Beginnings Scholarship Program Guidelines and Application

Commissioner Kellogg made a motion to approve the Natural Beginnings Scholarship Program application. Seconded by Commissioner Prochaska.

Commissioner Hendrix requested a meeting discussion recap from the Programming and Events Committee's review of the scholarship application. Director Guritz reported that the draft scholarship guidelines were reviewed by the Committee, with direction received to include the federal poverty guidelines for household income, and to include DHS award letter as one of the forms of documentation that could be submitted to document need.

DRAFT

Commissioner Purcell inquired into whether the Forest Foundation's scholarship fund was a donor-restricted fund, and whether the District would be extending scholarship support. Director Guritz stated that the Foundation's restricted fund pays the District directly for the tuition difference awarded, and that the District does not contribute to, or discount tuition rates, which requires Commission approval.

Commissioner Gryder inquired into whether individuals receiving scholarships would take the place of individuals paying full tuition. Director Guritz stated that in order to qualify for consideration in the scholarship program, participating families first need to register for the upcoming school year by submitting the required paperwork and \$150 registration fee. Students are assigned to their requested sessions on a first-come first-served basis.

President Gilmour asked how scholarship funds are awarded. Director Guritz stated that there is currently \$2,400 held in a restricted fund. The Foundation will meet to discuss the program later this week, but the recommendation will be to extend scholarships totaling \$800 in each year for the next three program years to the pool of qualified applicants, with a maximum award of \$500 for a single student.

Commissioner Purcell asked what the qualifying criteria would be. Director Guritz stated that beyond low-income thresholds, other hardship criteria could be considered including families experiencing out of the ordinary hardships due to job loss or other factors. Commissioner Purcell stated that it would be prudent to confirm with the Forest Foundation that the criteria for scholarship award is based solely on financial need.

Commissioner Hendrix stated that because the Foundation is making the decisions on the award of scholarships, the Foundation should make the decisions on criteria put forward in the application.

Commission discussed the alignment, nature of the relationship, and separation of the Forest Foundation and the Kendall County Forest Preserve District.

Commissioner Hendrix inquired into whether there were any legal liability issues that could result from Commission's approval of the application materials. Assistant State's Attorney David Berault stated that the State's Attorney's Office would need to gain a greater understanding of the program and connection to the Forest Foundation to present an informed opinion.

DRAFT

Commissioner Gryder asked how the school districts handle these types of situations. Commissioners Giles and Gilmour stated that the sponsoring not-for-profit typically determines the guidelines and criteria for their scholarship awards.

Commissioner Davidson made a motion to amend the motion on the table to approve the scholarship application for the 17-18 school year only in order to reexamine the application and guidelines for upcoming years. Seconded by Commissioner Purcell.

Commissioner Kellogg stated his convictions that the Board of Commissioners should not be reviewing and approving a document for a program that will be administered by the Forest Foundation, but did not want to vote against the program, which he supports, by abstaining.

Commissioner Kellogg made a motion to table approval of the scholarship application and guidelines, postponing consideration of approval indefinitely. Seconded by Commissioner Purcell.

Commissioners Cullick, Davidson, Giles, Gryder, Hendrix, Kellogg, Prochaska, Purcell, and Gilmour, aye. Opposed, Commissioner Flowers. Motion to postpone consideration indefinitely approved by a vote of 9:1.

XX. Motion to Approve the Revised Reservation Payment and Security Deposit Policies for Use of Meadowhawk Lodge and Bunkhouses at Hoover Forest Preserve

Commissioner Gryder made a motion to approve the revised reservation payment and security deposit policies for use of Meadowhawk Lodge and Bunkhouses at Hoover Forest Preserve. Seconded by Commissioner Hendrix.

Director Guritz presented an overview of current and revised reservation payment and security deposit policies for use of Meadowhawk Lodge and Bunkhouses at Hoover Forest Preserve. Current Bunkhouse rental policies, for example allow for a full refund and return of security deposit if cancellations are made prior to 72-hours before a scheduled event. Under the revised policies, the security deposit would be forfeit if the event were cancelled more than 30 calendar days prior to the scheduled event, and 100% of the rental payment would be forfeit if cancelled with less than 30 calendar days prior to the scheduled event.

The Programming and Events Committee amended the proposed policy to allow for the security deposit and/or rental payment to be applied one time only to a

rescheduled event, and otherwise refundable for both Meadowhawk Lodge and Bunkhouse rentals.

Commissioner Davidson stated that there should be a timeframe for allowing for rescheduled events. Director Guritz stated that the rebooking timeframe should be limited to 1-year. This is consistent with current policy for allowing the scheduling of reservations 1-year prior to the event date.

Commissioner Davidson made a motion to amend the motion on the table limiting the timeframe for rescheduling a cancelled event, and applying payments received to within one year of the date of the scheduled event. Seconded by Commissioner Prochaska.

Commissioner Davidson called the question for voice vote on the amended motion. Seconded by Commissioner Prochaska. Aye, all. Opposed, none. Motion unanimously approved.

President Gilmour requested voice vote on the amended motion to approve the Meadowhawk Lodge and Bunkhouse rental and payment policy revisions as amended by limiting application of collected rental fees and security deposits to a single rescheduled event within a one-year timeframe from the date of the cancelled event. All, aye. Opposed, none. Motion unanimously approved.

XXI. Motion to Approve the Purchase of a John Deere PR15 Gator TS from AHW LLC of Somonauk, Illinois in the Amount of \$7,434.70, Less a \$2,000.00 Trade-In Allowance for the District's 2003 John Deere 4X2 Gas Turf Gator, for a Total Amount Less Trade-In Value of \$5,434.70

Commissioner Purcell inquired into whether the budget included the replacement of the vehicle, or whether there was a vehicle replacement contingency scheduled. Director Guritz stated that the capital fund does include a contingency for vehicle replacement. The District's approved budget also includes appropriations from the 2009 capital fund, which has historically been used to afford vehicle replacement expenditures.

Commissioner Gryder inquired into where this vehicle will be primarily used. Director Guritz stated that the vehicle will support grounds maintenance at Harris Forest Preserve.

DRAFT

Motion: Commissioner Prochaska

Second: Commissioner Hendrix

Roll call: Commissioners Cullick, Davidson, Flowers, Giles, Gryder, Hendrix, Kellogg, Prochaska, Purcell, and Gilmour, aye. Opposed, none. Motion unanimously approved.

XXII. Executive Session

None.

XXIII. Other Items of Business

None.

XXIV. Citizens to Be Heard

No public comments were offered by those in attendance.

XXV. Adjournment

Commissioner Cullick made a motion to adjourn. Seconded by Commissioner Gryder. Aye, all. Opposed, none. Meeting adjourned at 7:17 pm.

Respectfully submitted,

David Guritz
Director, Kendall County Forest Preserve District

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

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

RECITALS

1. The District owns the Hoover Forest Preserve in Yorkville, Illinois.
2. Hoover Forest Preserve contains a baseball field, which includes a fenced backdrop, storage unit, and picnic pavilion (“License Area”).
3. Licensee desires to use, and provide assistance maintaining, the License Area as specified in **Exhibit A** to conduct little league baseball programs (the “Programs”) for the Yorkville Fury baseball teams. (Exhibit A is attached and incorporated into this Agreement by reference).

AGREEMENT

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

1. Incorporation

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

2. Grant of License - License Period

Subject to the terms and conditions contained in this Agreement, the District grants to Licensee **a five-year license (the “License”) beginning on March 15, 2017 and ending on July 31, 2021** to use the License Area to conduct the Programs on the dates and during the hours specified within the attached **Exhibit B**, negotiated and amended each year within the approximate timeframe thereafter (the “License Periods”). (Exhibit B is attached and incorporated into this Agreement by reference). Such use in accordance with this Agreement is hereinafter referred to as the “Licensed Use”. The District shall issue permits to the Licensee for the Licensed Use of the Licensed Area. Licensee, its guests and invitees also shall have the non-exclusive right to use the restrooms and other District facilities that are available for public or common use.

3. Supplementary Scheduling

Requests by Licensee for use of the Licensed Area to conduct Programs on dates and/or times other than those specified on Exhibit B, and negotiated schedules thereafter, shall be made at least fourteen (14) days in advance to ensure availability, and shall be subject to District policies on scheduling priorities. Each such supplementary use shall be subject to the terms and conditions of this Agreement. Licensee shall have the option to schedule, or reschedule up to

fifteen (15) additional practices and games during the normal Hoover Forest Preserve hours of operation, and the District shall extend additional permits as needed to effectuate this, provided the License Area is not reserved for the permitted use of another party.

4. Non-Exclusive License

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

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

5. Payment Provisions

Licensee shall provide a lump sum payment to the District of two thousand dollars (\$2,000.00) representing payment in full for a one-year License for use of the License Area in accordance with the schedule attached as Exhibit B. Payment is due within fourteen days (14) following execution of this Agreement, and by March 1 for each subsequent license year thereafter.

6. Maintenance and Ball Field Facility Improvement Provisions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. Indemnification

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

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

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

8. Provision and Maintenance of Equipment

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

9. Licensee's Rights and Obligations

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

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

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

10. Term, Termination and Modification

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

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

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

Unless sooner terminated in accordance with the provisions of this Agreement, and subject to the survival of certain obligations as provided in this Agreement, this Agreement shall terminate for all purposes on July 30, 2021.

11. No Third Party Beneficiary / Joint Venture

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

12. Liens

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

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

13. General Provisions

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

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

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

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

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

Street, Yorkville, Illinois, 60560, fax (630) 553-4204. And, in the case of Licensee, to: Yorkville Athletic Association (Yorkville Fury), 1089 Stillwater Court, Yorkville, IL 60560. Neither party shall assign, sublet, sell, or transfer its interest in this Agreement without the prior written consent of the other.

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

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

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

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

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

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

By: _____ Date: _____

Judy Gilmour, President
Kendall County Forest Preserve District

By: _____ Date: _____

Michael Klimavicius, President
Yorkville Athletic Association (Yorkville Fury)

Yorkville Fury License Agreement – Exhibit B
License Periods

WEEKDAYS (M-F)

March 13, 2017 – April 30, 2017

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

May 1, 2017 – June 30, 2017

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

WEEKENDS (SA-SU)

March 18, 2017 – July 2, 2017

Saturdays and Sundays

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

Weekdays and Weekends – Rain Dates and/or Rescheduled Sessions

July 3, 2017 – July 17, 2017

Licensee may schedule (or reschedule) an additional 15 weekday or weekend sessions
between July 3, 2017 and July 17, 2017.

*SCHEDULE IS SUBJECT TO CHANGE BASED ON FINAL SCHEDULE FOR
PRACTICES AND GAMES, SUBJECT TO TIME LIMITATIONS FOR
PRESERVE OPENING AND CLOSING TIMES

YORKVILLE FURY LICENSE AGREEMENT – EXHIBIT C

REQUIRED INDEMNIFICATION AND INSURANCE FOR PAID CONTRACTORS AND SUBCONTRACTORS

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

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

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

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

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

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

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

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

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

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