

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

**JANUARY 19, 2016**

**I. Call to Order**

President Wehrli called the meeting to order at 9:00 am.

**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, Gilmour, Gryder, Koukol, Prochaska, Shaw, and Wehrli all were present.

**V. Approval of Agenda**

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

**VI. Citizens to be Heard**

No public comments were offered by those present.

**VII. Approval of Claims in an amount not to exceed \$11,110.15**

Commissioner Gryder made a motion to approve claims in an amount not-to-exceed \$11,110.15. Seconded by Commissioner Prochaska.

Roll call: Commissioners Cullick, Davidson, Gilmour, Gryder, Koukol, Prochaska, Shaw, and Wehrli, aye. Opposed, none.

**VIII. Approval of Minutes**

- a. Kendall County Forest Preserve Finance Committee Meeting – December 21, 2015
- b. Kendall County Forest Preserve Commission Meeting – January 5, 2016
- c. Kendall County Forest Preserve Programming & Events Meeting – January 6, 2016

Commissioner Gryder made a motion to approve the minutes of the Finance Committee meeting of December 21, 2015; the Commission meeting minutes of January 5, 2016, and the Programming and Events Committee meeting of January 6, 2016. Seconded by Commissioner Cullick. Aye, all. Opposed, none. Motion passed unanimously.

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**IX. Motion to Approve Farm Lease Agreement #16-01-001 with Kyle Connell for the Lease of 61-Acres of District Property at Baker Woods Forest Preserve for a Total Amount of \$12,361.65 for Base Rent, Plus a Calculated Yield Payment**

Commissioner Gryder made a motion to approve Farm Lease Agreement #16-01-001 with Kyle Connell for the lease of 61-acres of District property at Baker Woods Forest Preserve for a total amount of \$12,361.65 for base rent, plus a calculated yield payment. Seconded by Commissioner Prochaska.

Roll call: Commissioners Cullick, Davidson, Gilmour, Gryder, Koukol, Prochaska, Shaw, and Wehrli, aye. Opposed, none.

**X. Motion to Approve the Ellis Equestrian Center Summer Camp Fees and Charges**

Commissioner Cullick made a motion to approve the Ellis Equestrian Center summer camp fees and charges. Seconded by Commissioner Gryder.

Roll call: Commissioners Cullick, Davidson, Gilmour, Gryder, Koukol, Prochaska, Shaw, and Wehrli, aye. Opposed, none.

**XI. Motion to Approve the Opening of a Tuesday-Thursday Afternoon Session for the Natural Beginnings 2016-2017 School Year at the Tuition Rate of \$1,425.00**

Commissioner Cullick made a motion to approve the opening of a Tuesday-Thursday afternoon session for the Natural Beginnings 2016-2017 school year at the tuition rate of \$1,425. Seconded by Commissioner Prochaska.

Commissioner Gryder asked if Director Guritz had reviewed the updated Natural Beginnings budget spreadsheet with Kendall County Budget Coordinator, Latreese Caldwell. Director Guritz stated that he and Latreese had met to look the budget over, and all was in order. The spreadsheet shows a full year of program operation, so there will be additional budget savings in the upcoming year. Director Guritz apologized that the spreadsheet included within Commission packets was a previous iteration of the budget.

Commissioner Purcell entered the meeting at 9:05 am.

Commissioner Purcell inquired into whether the Natural Beginnings 2016 school year sessions had been filled. Director Guritz stated that all three sessions had filled, with wait lists, prompting the opening of the second afternoon session.

Commissioner Purcell asked if the 2016 school year rates had been approved. Director Guritz stated that the 2016 tuition rates had been approved at an earlier meeting.

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Director Guritz stated that the minimum enrollment for the additional afternoon session is eight students.

Commissioner Davidson reported that the net profit is greater than the approved budget by approximately \$900.

Commissioner Purcell inquired into whether the additional hours would trigger the Natural Beginnings Manager to exceed the 30-hour per week threshold for extending pro-rated benefits. Director Guritz stated that it would not. The additional staff hours for the second afternoon session would increase Lead Instructor position hours, and require hiring of an additional Instructional Aide.

Roll call: Commissioners Cullick, Davidson, Gilmour, Gryder, Koukol, Prochaska, Shaw, and Wehrli, aye. Opposed, Commissioner Purcell. Motion carried by a vote of 8 to 1.

## **XII. Motion to Approve an Increase in the Procurement Card Limit for the Kendall County Forest Preserve's Executive Director to \$4,000.00**

Commissioner Cullick made a motion to approve an increase in the procurement card limit for the Kendall County Forest Preserve District's Executive Director to \$4,000.00. Seconded by Commissioner Prochaska.

Roll call: Commissioners Cullick, Davidson, Gilmour, Gryder, Koukol, Prochaska, Purcell, Shaw, and Wehrli, aye. Opposed, none.

## **XIII. Executive Session**

None.

## **XIV. Approval of Executive Session Minutes**

- a. Kendall County Forest Preserve Commission Meeting Executive Session Minutes – June 2, 2015; August 4, 2015; September 1, 2015, and October 20, 2015

Commissioner Cullick made a motion to approve the executive session minutes from June 2, 2015; August 4, 2015; September 1, 2015, and October 20, 2015. Seconded by Commissioner Gryder. Aye, all. Opposed, none.

- b. Kendall County Forest Preserve Committee of the Whole Executive Session Minutes – June 10, 2015; August 12, 2015; October 14, 2015, and November 10, 2015

Commissioner Cullick made a motion to approve the executive session minutes from June 10, 2015; August 12, 2015; October 14, 2015, and November 10, 2015. Seconded by Commissioner Prochaska. Aye, all. Opposed, none.

- c. Kendall County Forest Preserve Finance Committee Executive Session Minutes – August 27, 2015 and June 11, 2015

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Commissioner Cullick made a motion to approve the executive session minutes from August 27, 2015, and June 11, 2015. Seconded by Commissioner Prochaska. Aye, all. Opposed, none.

- d. Kendall County Forest Preserve Programming and Events Committee Executive Session Minutes – October 7, 2015

Commissioner Cullick made a motion to approve the executive session minutes from October 7, 2015. Seconded by Commissioner Purcell. Aye, all. Opposed, none.

**XV. Approval of Release of Executive Session Minutes**

- a. Commission Meeting Executive Session Minutes - June 2, 2015

Commissioner Cullick made a motion to approve the release of the executive session minutes from June 2, 2015. Seconded by Commissioner Purcell. Aye, all. Opposed, none.

**XVI. Other Items of Business**

President Wehrli reported that the District is looking into the possibility for wetland banking projects within District preserves.

Director Guritz reported that the farm license agreement for property located along Blackberry Creek near Galena Road would not be renewed in 2016.

**XVII. Citizens to be Heard**

No public comments were offered by citizens present.

**XVIII. Adjournment**

Commissioner Cullick made a motion to adjourn. Seconded by Commissioner Gryder. Aye, all. Opposed, none. Meeting adjourned at 9:20 am.

Respectfully submitted,

David Guritz  
Director, Kendall County Forest Preserve District

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

**FEBRUARY 2, 2016**

**I. Call to Order**

President Wehrli 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 Davidson, Gilmour, Gryder, Koukol, Prochaska, Shaw, and Wehrli all were present.

**V. Approval of Agenda**

President Wehrli reported that agenda item for considering the purchase of a new lesson horse would not be considered. Staff evaluation determined that the horse would not be a good fit for the program. Commissioner Prochaska made a motion to approve the agenda as amended. Seconded by Commissioner Gryder. Aye, all. Opposed, none.

Commissioner Cullick entered the meeting at 6:02 pm.

**VI. Citizens to Be Heard**

No public comments were offered by those in attendance.

**VII. Approval of Claims in an Amount Not-to-Exceed \$7,683.27**

Commissioner Davidson made a motion to approve claims in an amount not-to-exceed \$7,683.27. Seconded by Commissioner Prochaska.

Commissioner Koukol inquired into what had been determined on the high electricity usage charges at Hoover Forest Preserve. Director Guritz reported that over 90% of the \$1,200 cost incurred were from two meters. District staff is looking into what facilities are powered by the two meters.

Roll call: Commissioners Cullick, Davidson, Gilmour, Gryder, Koukol, Prochaska, Shaw, and Wehrli, aye. Opposed, none. Motion passed unanimously.

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

- a. Forest Preserve Finance Committee Meetings – January 13, 2016 and January 28, 2016
- b. Forest Preserve Committee of the Whole Meeting – January 13, 2016

Commissioner Cullick made a motion to approve the meeting minutes for the Forest Preserve Finance Committee meetings held on January 13, 2016 and January 28, 2016; and the Forest Preserve Committee of the Whole meeting held on January 13, 2016 as presented. Seconded by Commissioner Gryder. All, aye. Opposed, none. Motion passed unanimously.

### **IX. Motion to Approve the Counselor in Training Program Tuition Fee**

Commissioner Gryder made a motion to approve the Counselor in Training program tuition fee. Seconded by Commissioner Cullick.

Director Guritz reported on the results of the consultation with the State's Attorney's Office regarding the proposed program operations. Counselors in Training will be considered volunteers for the District.

Roll call: Commissioners Cullick, Davidson, Gilmour, Gryder, Koukol, Prochaska, Shaw, and Wehrli, aye. Opposed, none. Motion passed unanimously.

### **X. Motion to Approve the Spring 2016 Public Program Fees and Charges**

Commissioner Cullick made a motion to approve the spring 2016 program fees and charges as presented. Seconded by Commissioner Prochaska.

Roll call: Commissioners Cullick, Davidson, Gilmour, Gryder, Koukol, Prochaska, Shaw, and Wehrli, aye. Opposed, none. Motion passed unanimously.

### **XI. Motion to Approve the Purchase of the Lesson Horse "Bandit" from Lacy Turner of Forrest, Illinois in the Amount of \$1,000 Plus Travel Expenses**

This agenda item was removed from consideration.

Commissioner Purcell entered the meeting at 6:08 pm.

## **XII. Executive Session**

None.

## **XIII. Other Items of Business**

President Wehrli reported on a potential short-term dry boarding agreement with Aliboo Farms. Aliboo Farms is a stable located near Ellis House and Equestrian Center. The owner approached the District to request a three-week boarding agreement to provide sufficient stable space at Aliboo Farms for three pregnant mares to foal. The Commission did not express concerns with extending the temporary boarding permit and agreement.

President Wehrli reported that the IDNR had been contacted after receiving reports of baiting and sharpshooting on District property. The IDNR apologized for the activity, and has relocated their CWD monitoring and management activities.

## **XIV. Citizens to Be Heard**

Todd Milliron of Yorkville expressed support for the extension of a boarding permit to Aliboo Farms, stating the arrangement is a win-win for both the District and stable owner.

## **XV. Adjournment**

Commissioner Gryder made a motion to adjourn. Seconded by Commissioner Prochaska. Aye, all. Opposed, none. Meeting adjourned at 6:14 pm.

Respectfully submitted,

David Guritz  
Director, Kendall County Forest Preserve District

**KENDALL COUNTY FOREST PRESERVE DISTRICT  
PROGRAMMING AND EVENTS COMMITTEE MEETING MINUTES  
FEBRUARY 3, 2016**

**I. Call to Order**

Commissioner Prochaska made a motion to elect Commissioner Gilmour as Chairman Pro Tem for the February 3, 2016 Programming and Events Committee meeting. Seconded by Commissioner Purcell. Aye, all. Opposed, none.

Programming and Events Committee Chairman Pro Tem Gilmour called the meeting to order at 6:07 pm in the Kendall County Board Room.

**II. Roll Call**

Commissioners Gilmour, Prochaska, and Purcell all were present.

**III. Approval of Agenda**

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

**IV. Citizens to be Heard**

No public comments were offered by those in attendance.

**V. Special Event Permit – Yorkville High School Cross Country Meet at Hoover Forest Preserve – August 22, 2016**

Director Guritz presented a special event permit for hosting a Yorkville High School cross country meet at Hoover Forest Preserve in August 2016. Cost for the permit is \$250.00.

The Programming and Events Committee inquired into whether the permit fee should be waived under the approved policy. Director Guritz stated that the policy waives fees for Kendall County government offices, but not requests from other municipalities or taxing bodies.

Commissioner Purcell made a motion to forward the Yorkville High School special event permit to Commission for approval. Seconded by Commissioner Prochaska. Aye, all. Opposed, none.

Commissioner Flowers entered the meeting at 6:20 pm and presided over the remainder of the meeting.

**VI. Waiver of Facility Usage Fees for U of I Extension – 4H Programs**

The Programming and Events Committee revisited the request from the University of Illinois Extension office to waive facility usage fees for the Extension's 4H programs. Director Guritz reported that the U of I Extension office will consider the contribution of facility



usage fees as a sponsorship, and acknowledge the District accordingly. The Extension office will also assist with marketing District programs and summer camps to the 4H program participants, and has already included upcoming spring program information in its electronic communications to parents.

Commissioner Flowers entered the meeting at 6:20 pm and presided over the remainder of the meeting.

Commissioner Purcell made a motion to approve the waiver of facility usage fees for the University of Illinois Extension – 4H programs as presented. Seconded by Commissioner Prochaska. Aye, all. Opposed, none. Motion passed unanimously.

## **VII. Special Use Permit Request(s) and Policies Discussion**

The Programming and Events Committee reviewed a request for extending use of a Harris Forest Preserve shelter for the purpose of constructing a volleyball net for a family reunion.

The Programming and Events Committee reviewed the provisions of the General Use Ordinance that establish policy for allowable activities within forest preserve areas.

Within the General Use Ordinance, Commission may identify and establish special use areas to allow certain activities and exceptions to generally prohibited activities, including team sports.

Commissioner Purcell observed that the District maintains large mowed areas, which invites these types of uses from the public.

Director Guritz cautioned that the public does not differentiate where allowable activities in preserves can occur when they see certain types of activities taking place.

Director Guritz also suggested that if Commission was interested in expanding allowable uses in preserve areas, establishing permit fees could also be examined. The Programming and Events Committee provided direction to staff to bring back permit fee examples from other forest preserve districts.

The Programming and Events discussed the topic in depth, and suggested that time be set aside in future meetings to further examine the General Use Ordinance.

The Programming and Events Committee provided direction to staff to approve the request to allow the family to setup a volleyball net as part of their shelter use within designated area for special use. Commissioner Prochaska requested a Word version of the General Use Ordinance and Director Guritz stated that a copy would be forwarded to Commission to support continued discussion on allowable activities within forest preserve areas.

### **VIII. 2016 Spring Public Program Offerings**

The Programming and Events Committee reviewed the 2016 spring public program offerings. The spring program offerings were approved by Commission at the last meeting, so no Committee action was needed.

The Programming and Events Committee discussed the upcoming Maple Syrup program. Emily Dombrowski reported that she would be rescheduling this program to March 17 to allow time to market and prepare for the event.

Emily also highlighted that more Toddling Naturalist programs are being offered, as these programs have seen higher registrations than programs for older ages.

Emily provided copies of the teacher evaluations for review by the Committee members. Emily reported that one outreach program to an Oswego school had cancelled citing cost of the program as the issue. Commissioner Gilmour stated that \$3 per student should not be an issue for schools to pay. Consensus of the group is that the District's fees are reasonable, and needed in order to offset direct and administrative program costs.

### **IX. Yorkville Fury License Agreement – Hoover Forest Preserve Ballfield**

Director Guritz presented a draft agreement extending a license to the Yorkville Fury to use the Hoover Forest Preserve ball field from mid-March through the end of June to host games and practices. Director Guritz reported that within the proposed agreement, the District is extending additional use of the area, with a corresponding increase in license fees to \$1,700.00. The purpose of the agreement is to structure use and support of maintenance of the ball field which has been the case over the last few years.

Commissioner Purcell inquired into whether this would restrict other groups or the general public from using the ball field during this time. Director Guritz stated that the license will restrict others from using the ball field during those times that games or practices are taking place, but the field will be open to other permits or open public use at all other times.

Commission discussed the insurance coverage requirements, and how smaller firms have a difficult time securing the high coverage levels.

The Programming and Events Committee discussed whether there was a need for review of the license agreement from the State's Attorney's Office. Director Guritz stated that the agreement was modeled after a similar agreement created by the Wilmette Park District, and did not want to complicate what should be a simplified agreement.

Commissioner Purcell made a motion to forward the proposed license agreement with Yorkville Fury to Commission for approval, and subject to completion of final negotiations with the Association. Seconded by Commissioner Prochaska.

Commissioner Purcell and Commissioner Prochaska, aye. Opposed, Commissioners Gilmour and Flowers. Motion denied.

Commissioner Gilmour made a motion to forward the proposed license agreement to the State's Attorney's Office for review, subject to final negotiations with the Association, with presentation to the Committee of the Whole following review for approval. Seconded by Commissioner Flowers. All, aye. Opposed, none.

#### **X. Oswegoland Park District – Beginner Lessons Contract Review**

Director Guritz presented a revised contract with the Oswegoland Park District offering beginner lessons program packages within the Park District's brochure. Within the agreement, the Park District coordinates registrations, and informs District staff of the number of participating students that have registered for the program. This agreement has been in place for the past few years, but this is the first time the agreement is being presented for Commission consideration and approval. Director Guritz reported that it is a standard Park District agreement, and as such, is not planned for review by the District's attorneys.

The Programming and Events Committee discussed the proposed contract.

Commissioner Purcell made a motion to forward the Oswegoland Park District contract to the Committee of the Whole for review. Seconded by Commissioner Prochaska.

Commissioners Gilmour, Prochaska, and Purcell, aye. Opposed, Commissioner Flowers. Motion carried by a vote of 3 to 1.

#### **XI. Lesson Horse Acquisition and Equestrian Program Updates**

The Programming and Events Committee discussed progress with securing new lesson horses for Ellis. The Committee discussed a new lesson horse candidate, "Shadow" available for sale from Breanne Reichert of Morris. Emily Dombrowski provided insights on the horse received from joining a local Facebook group where the horse was advertised for sale. The Programming and Events Committee strongly recommended negotiating at least a one-week trial period.

Director Guritz stated that discussions have been open with a therapeutic riding program that has expressed interest in establishing a license agreement and program operations at Ellis House and Equestrian Center. This could be a good opportunity and partnership that could bring in additional revenues, volunteers, and philanthropic support for the equestrian program. Director Guritz stated that it is fairly common for support groups to assist with operating forest preserve district facilities.

## **XII. Program Website Design Updates**

Director Guritz presented the draft website template designed by Shaw Media for review. The Programming and Events Committee requested clarification on whether the site code was developed using a HTML platform. Director Guritz stated he would look into this and report back. Commissioner Prochaska cautioned against using Flash which carries issues with proprietary rights.

Commissioner Purcell adjourned from the meeting at 7:48 pm.

Commissioner Prochaska inquired into whether the District will be able to integrate the RecPro online module into the new website. Director Guritz stated that the likely approach will be posting hyperlinks in the new website to the actual online registration specific to each of the programs offered.

Commissioner Gilmour provided direction to make sure the Forest Foundation is named and promoted as part of the "Donate Here" functionality.

Commissioner Gilmour also stated that links to the District's transparency functionality on the County website needs to be linked to the new website.

## **XIII. General Discussions and Updates**

Director Guritz reported that Shaw Media is extending a second complimentary email blast due to a functional link error in the first email blast that went out to market the District's summer camp programs.

Director Guritz reported that the Forest Foundation will be considering a \$600 grant to support Natural Resource Tours, a cooperative agency program at Hoover Forest Preserve that reaches over 600 late-elementary students in May. As part of the grant, the District will be able to direct market its summer program offerings to participating students. The Programming and Events Committee discussed the potential grant, and suggested that the

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District should be the grant recipient, with reimbursement for direct costs extended to those agencies supporting the program.

**XIV. Executive Session**

None.

**XV. Adjournment**

Commissioner Prochaska made a motion to adjourn. Seconded by Commissioner Flowers. Aye, all. Meeting adjourned at 8:07 pm.

Respectfully submitted,

David Guritz  
Director, Kendall County Forest Preserve District

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

**FEBRUARY 10, 2016**

**I. Call to Order**

Finance Committee Chair Cullick called the meeting to order at 4:32 pm in the Kendall County Board Room.

**II. Roll Call**

Commissioners Davidson, Wehrli, and Cullick all were present.

**III. Approval of Agenda**

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

**IV. Citizens to be Heard**

No public comments were offered.

**V. Approval of Claims in an Amount Not-to-Exceed \$7,338.31.**

Commissioner Wehrli made a motion to forward claims to Commission in the amount of \$7,338.31. Seconded by Commissioner Davidson.

The Finance Committee reviewed the claims list. Commissioner Wehrli inquired into the claim #229 for Verizon. Director Guritz reported that he has been changing out Verizon equipment to replace AT&T services at a lower cost. Phones need to be installed with the routers prior to reducing AT&T services. The Finance Committee instructed Director Guritz to request reduced rates with Verizon later in the year.

Commissioner Cullick inquired into claim #231. Director Guritz reported that the cost was incurred for purchase of brackets to mount the salt spreader to the Hoover pick-up truck.

Finance Committee Chair Cullick called the question. Aye, all. Opposed, none. The motion was unanimously approved.

**VI. 2016 Bond Refunding Opportunities and Timeline – Speer Financial**

Anthony Micelli of Speer Financial presented the bond refunding opportunities for calendar year 2016. Director Guritz reported that the District is able to refund up to \$10M in bank-qualified bonds from the 2007 series. Following this refunding, there will be approximately \$20M remaining in principal to consider future refunding opportunities.

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Anthony Micelli reported that the benefit of bank-qualified bonds is that you are able to sell the bonds at a lower rate, saving between .20 to .25 basis points.

Both the County and Forest Preserve District can take advantage of a bank-qualified refunding opportunity in 2016 due to changes in interpretation in tax law.

Interest rates have improved over 2015 rates, which could result in an overall net savings of approximately \$950K.

Anthony Micelli presented different scenarios for bank-qualified and non-bank qualified refunding opportunities. If the District were to refund the full amount of callable principal, which approximates \$32M, the District could recognize a savings of just over \$1.9 million of net savings from the refunding, with \$928K of negative arbitrage, which represents the difference in interest loss resulting from deposit of the bonds callable in January 2018 into an escrow account while continuing to pay the current debt service interest, reducing overall net savings. Negative arbitrage is reduced the closer you get to the actual bond call dates.

The Finance Committee discussed the scenarios presented. Director Guritz pointed out that the debt service schedule and levy increases significantly in the final two years of the issuance. Anthony Micelli stated that because of this, the District could consider a pro-rated refunding this year, which would schedule the greatest amount of savings in the final years of the issuance to reduce the debt service peak in the final years.

Director Guritz inquired into what the dollar amount impact of the referendum bond debt service is to the average tax payer. Anthony Micelli and Director Guritz stated that they would calculate this and report back to Commission.

The Finance Committee discussed whether or not to continue along the track of taking advantage of bank-qualified refunding, or refunding the full amount of remaining principal through a non-bank qualified issuance. Based on the fact that future bank-qualified issuances will be shorter on the curve, with reduced negative arbitrage, if market rates do begin to increase, the District should still be able to realize significant savings within future refunding opportunities. Therefore, the consensus of the Committee is to recommend moving forward with a \$10M bank-qualified refunding in 2016.

## **VII. OSLAD – LWCF Grant Reimbursement Updates**

Director Guritz reported on the progress with completing a final billing statement to secure the OSLAD-LWCF grant reimbursement. Director Guritz met with Laura Stuart, and determined that two remaining tasks need to be addressed. The first task is filing a second grant covenant page with the warranty deed for the purchase. This task was accomplished in coordination with Attorney Coffey. The second task is to submit requested revisions to

the fair market value appraisal report. A letter sent to RVG from the IDNR was included with the Finance Committee packets detailing the additional information needed. Once the IDNR certifies the appraisal report, the District can submit the final billing statement.

### **VIII. Wetland Restoration and Mitigation Projects Research Updates**

Director Guritz provided an update on possible mitigation project sites. The Army Corps of Engineers reviewed the three candidate sites, and has confirmed that Baker Woods Forest Preserve is the best location for establishing a wetland bank.

Director Guritz also reported on information received from a conference call with Jill Kostel, a civil engineer with The Wetlands Initiative, and received a short list of firms qualified to perform the engineering studies, wetland delineation and restoration work.

Mitigation bank credits are approved by the Army Corps at various stages of the restoration. Initial credits are awarded and available for purchase by developers at a ratio of 2 acres of wetland for every 1 acre of mitigation credit needed. This ratio changes to 1:1 for mitigation credits remaining after regulator sign-off at the end of the project. This makes the end credits awarded the most valuable.

Director Guritz reported that Hey and Associates has been invited to present an overview of the process at Tuesday's Commission meeting, and to answer any questions from Commission to help determine next steps.

Following the presentation, Commission will need to consider completing an engineering and wetland delineation study that would also include field work to locate drain tiles in order to prepare a cost estimate for the overall restoration project. This study also will need to determine best approaches for insuring that drainage from adjacent parcels is improved and/or continues to function uninterrupted.

The Baker Woods GIS exhibit was sent to Hey and Associates for an initial reaction. Based on discussions, Baker Woods is an ideal site because of the relatively flat topography, ability to restore and enhance existing and pre-existing wetland areas for credit, and location along the Aux Sable Creek, a Class II stream.

Director Guritz reported that Baker Woods Forest Preserve is free and clear of grant covenants that could impose additional challenges with moving forward.

Director Guritz reported that Laura Stuart is looking into an NRCS grant opportunity that may be available to fund the engineering study and restoration project, and if eligible, insure that the District would be able to retain and sell any credits banked as part of the project.



## **IX. ComEd Green Region Matching Funds Allocation and Restoration Quotes**

Director Guritz presented a breakdown of the District required capital funding match to the ComEd Green Region grant. Two proposals have been received from ecological restoration firms recommended by the Illinois Nature Preserves Commission to conduct brush clearing with stump herbicide treatments for up to \$6,500. Both firms will be needed to assist with the project in order to accomplish the work in February and March. Remaining funds will be used to complete a floristic quality survey of Maramech Forest Preserve (\$1,500) and to control Phragmites, or Common reed at Tucker-Millington Fen (\$2,000).

Director Guritz reported that part of scope of work for the floristic quality survey is to locate populations of rare, threatened and endangered plant species that have been previously documented as present in order to expand monitoring efforts.

## **X. Forest Foundation Grant Support of Natural Resource Tour Programs**

Director Guritz presented an update that the Forest Foundation approved a \$600 grant to the District to offset direct costs for the spring 2016 Natural Resource Tour programs. Costs incurred by the Soil and Water Conservation District will be reimbursed by the District upon submission of an invoice and receipts for supplies purchased. This will give the District an opportunity to market summer camp programming to over 600 students registered to participate in the programs.

Commissioner Gryder entered the meeting at 5:25 pm.

## **XI. Citizens to be Heard**

None.

## **XII. Executive Session**

None.

## **XIII. Other Items of Business**

Director Guritz reported on a need for repairs to a pedestrian bridge and creek crossing in Richard Young Forest Preserve, and repairs to the roof at Ellis House and Equestrian Center where strong winds has damaged shingles and exposed the roof underlayment.

Director Guritz reported that he is working with Latreese Caldwell to recode expenses incurred in the first part of the year to the new GL and budget codes.

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#### **XIV. Adjournment**

Commissioner Gryder made a motion to adjourn. Seconded by Commissioner Wehrli. All, aye. Meeting adjourned at 5:29 pm.

Respectfully submitted,

David Guritz  
Executive Director, Kendall County Forest Preserve District

**KENDALL COUNTY FOREST PRESERVE DISTRICT  
COMMITTEE OF THE WHOLE MEETING MINUTES**

**FEBRUARY 10, 2016**

**I. Call to Order**

President Wehrli called the meeting to order at 5:35 p.m. in the Kendall County Board Room.

**II. Roll Call**

Commissioners Cullick, Davidson, Gryder, Prochaska, Purcell, and Wehrli all were present.

**III. Approval of Agenda**

Commissioner Cullick made a motion to approve the agenda as presented. Seconded by Commissioner Gryder. All, aye. Opposed, none. Motion passed unanimously.

**IV. Citizens to be Heard**

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

**V. Director's Report**

Director Guritz reported that the final billing statement for the reimbursement of the District's LWCF/OSLAD grant should be finalized and submitted within the next two weeks.

The Forest Foundation approved a grant of \$600 to support the spring 2016 Natural Resource Tour programs, providing an additional opportunity for the District to market its summer camps.

The Conservation Foundation plans to extend financial support to complete a large-scale restoration project at Schessler's Fen, and a resolution will be drafted and brought forward for approval of the project.

**VI. 2016 Bond Refunding Opportunities and Timeline – Speer Financial**

Anthony Micelli with Speer Financial presented an overview of refunding opportunities for the 2007 series debt service fund. The District is able to refund up to \$10M in bank-qualified bonds from the 2007 series. The District is also able to refund the remaining \$32M through a non-bank qualified refunding, and the differences in opportunities were presented within three scenarios included with Committee of the Whole meeting packets.

If the District were to refund the full amount of callable principal, which approximates \$32M, the District could recognize a savings of just over \$1.9 million of net savings from the refunding, with \$928K of negative arbitrage, which represents the difference in interest loss resulting from deposit of the bonds callable in January 2018 into an escrow account while

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continuing to pay the current debt service interest, reducing overall net savings. Negative arbitrage is reduced the closer you get to the actual bond call dates.

Commissioner Gryder inquired into whether this would extend the life of the debt service beyond the current schedule. Anthony Micelli reported that the refunding would not result in the extension of the debt service schedule.

Following the recommended bank-qualified refunding in 2016, there will be approximately \$20M remaining in principal to consider future refunding opportunities, presented in the second scenario spreadsheet.

Anthony Micelli reported that the benefit of bank-qualified bonds is that you are able to sell the bonds at a lower rate, saving between .20 to .25 basis points.

Both the County and Forest Preserve District can take advantage of a bank-qualified refunding opportunity in 2016 due to changes in interpretation in tax law.

Market interest rates have improved over 2015 rates, which could result in an overall net savings of approximately \$950K.

Anthony Micelli presented the remaining scenarios for bank-qualified and non-bank qualified refunding opportunities. If the District were to refund the full amount of callable principal, which approximates \$32M, the District could recognize a savings of just over \$1.9 million of net savings from a non-bank qualified refunding, with \$928K of negative arbitrage, which represents the difference in interest loss resulting from deposit of the bonds callable in January 2018 into an escrow account while continuing to pay the current debt service interest, reducing overall net savings. Negative arbitrage is reduced the closer you get to the actual bond call dates.

The Committee of the Whole discussed the scenarios presented. Director Guritz pointed out that the debt service schedule and levy increases significantly in the final two years of the issuance. Anthony Micelli stated that because of this, the District could consider a pro-rated refunding this year, which would schedule the greatest amount of savings in the final years of the issuance to reduce the debt service peak in the final years.

Director Guritz reported that he would be working with Anthony Micelli to determine what the dollar amount impact of the referendum bond debt service is to the average taxpayer, and would provide this information to Commission.

The Committee of the Whole discussed whether or not to continue along the track of taking advantage of bank-qualified refunding, or refunding the full amount of remaining principal through a non-bank qualified issuance. Based on the fact that future bank-qualified issuances will be shorter on the curve, with reduced negative arbitrage, if market rates do

begin to increase, the District should still be able to realize significant savings within future refunding opportunities.

Commissioner Davidson inquired into whether refunding the remaining principal could be examined later in the year if rates begin to increase. Anthony Micelli reported that if rates begin to increase, the Commission could move ahead with beginning the refunding process for the remaining amount later in the year with a closing scheduled for January 2017.

Commissioner Purcell stated that the advantage of refunding the full amount in 2016 is that you are assured a significant savings now when market rates are favorable.

Anthony Micelli stated that if the District pursues a bank-qualified refunding opportunity, it would not be able to consider additional refunding opportunities for the remainder of 2016.

Director Guritz reported that Commission is able to issue limited-tax obligation bonds for additional capital funds to secure an additional \$70,000 of capital funding for each year of issuance. A five-year bond issuance would bring in an additional \$350,000 in capital funding. The District would not be able to issue non-taxable bonds in 2016 if the Commission decides to move forward with the bank-qualified refund, but could issue taxable bonds if additional capital funding is desired or needed. Delaying this opportunity results in a loss of \$70,000 in capital funding available to the District for each year the District foregoes the opportunity to levy this funding.

Anthony Micelli reported that the Commission can determine whether to move forward with the refunding at any time, including changing the parameters for the refunding should the board decide to move forward with an alternate scenario.

The consensus generated by the Committee is to move forward with a \$10M bank-qualified pro-rated refunding in 2016, with an eye on market rates moving towards the end of the year in order to consider a second bank-qualified refunding or non-bank qualified refunding in early 2017.

## **VII. Yorkville Athletic Association License Agreement – Hoover FP Ball Field**

Director Guritz presented the updated license agreement with the Yorkville Athletic Association which included recommended revisions received from the State's Attorney's Office. Mike Klimivicius, President of the Yorkville Athletic Association, was invited to the meeting to discuss the proposed agreement.

Mike Klimivicius reported on the Association's interest in leasing the ball field seven days a week mid-March through the end of June.

Director Guritz inquired into the ability of the Association to extend insurance. Mike Klimivicius confirmed that the Association is unable to extend insurance, but does have coverage for its coaches and players for all practices and games.

Director Guritz recommended that the District amend the draft contract to waive the insurance requirements for the Association, and put in a provision that would allow the District to reduce the required coverage amounts for Association contractors

The Committee of the Whole discussed the contract. Commissioner Gryder stated that the insurance issue should not be a concern if the players and coaches are covered.

Commissioner Purcell stated that the ball field is there to be used by the public, and having an agreement in place is a big step forward.

Commissioner Cullick stated she was comfortable with the agreement, and this is similar to the types of agreements extended by other government entities to community groups.

Commissioner Cullick made a motion providing direction to Director Guritz to amend the draft agreement by waiving the requirement of the Association to extend insurance coverage to the District, and provide flexibility within the agreement to consider reduced insurance requirements for the Association's contractors on a case-by-case basis, and to forward the final agreement to Commission for consideration for approval. Seconded by Commissioner Purcell. All, aye. Opposed, none. Motion passed unanimously.

## **VIII. Kendall Educational Connection (KEC) – Memorandum of Understanding**

Director Guritz invited Deanna Bazan of the Kendall-Grundy Regional Office of Education to present an overview of the proposed memorandum of understanding with the Kendall Educational Connection workgroup. Deanna reported that it is time to renew the agreement, with previous memorandum letters approved in 2008 and 2011 by the six participating agencies.

Commissioner Purcell made a motion to forward the Kendall Educational Connection memorandum of understanding to Commission for approval. Seconded by Commissioner Cullick. Aye, all. Opposed, none.

## **IX. Oswegoland Park District Contract for Services – Horsemanship Lessons**

Director Guritz reported that the Programming and Events Committee had reviewed the proposed contract with the Oswegoland Park District, with its recommendation for approval.

Commissioner Gryder made a motion to forward the proposed contract with the Oswegoland Park District to Commission for approval. Seconded by Commissioner Prochaska.

Director Guritz reported that the agreement was unchanged from the contract reviewed at the Programming and Events Committee.

Aye, all. Opposed, none.

## **X. Yorkville High School Special Event Permit**

Commissioner Prochaska made a motion to forward the Yorkville High School special event permit to Commission for approval. Seconded by Commissioner Gryder.

Director Guritz reported that the Programming and Events Committee had reviewed the permit, with its recommendation for approval.

Aye, all. Opposed, none.

## **XI. Lesson Horse Purchase**

Director Guritz presented a draft purchase agreement for purchase of “Shadow,” including a 5-day trial period for a cost of \$1,300.

Commissioner Cullick made a motion to forward the purchase agreement for “Shadow” to Commission for approval. Seconded by Commissioner Purcell. Aye, all. Opposed, none.

## **XII. Millbrook Bridge Intergovernmental Agreement**

President Wehrli reported that a letter requesting Village of Millbrook support and assistance with securing outside funding to restore Millbrook Bridge has been sent to Jackie Kowalski, and is working to attend their February board meeting.

## **XIII. Maramech Forest Preserve Restoration Plans – Consultant Quotes**

Director Guritz presented quotes received from ecological restoration consulting firms for brush-clearing work days at Maramech Forest Preserve.

The Committee of the Whole discussed the 2001 floristic quality survey report, which will be repeated as part of the District's required match to help inform the final management plan for the preserve, and document presence of rare, threatened and endangered plant species.

Commissioner Purcell inquired into whether the match would be from operations or capital. Director Guritz reported that the restoration projects are scheduled for expenditure from the capital fund.

The Committee of the Whole provided direction to place motion(s) on the Commission meeting agenda for approval of ecological restoration consultant charges up to \$6,500 to support restoration work days at Maramech Forest Preserve.

#### **XIV. Review of Seasonal Position Descriptions – Summer Camp Instructor and Ellis House and Equestrian Center Seasonal**

Director Guritz presented draft position descriptions for the Summer Camp Instructor position, and the Ellis House and Equestrian Center Seasonal position.

The Committee of the Whole discussed the draft descriptions. Commissioner Gryder pointed out a typo in the approved date in one of the draft descriptions.

Director Guritz stated that the instructor and Ellis seasonal positions will be posted once approved.

Commissioner Purcell inquired into the salary rate of pay for the positions. Director Guritz stated that starting pay is around \$9.00 per hour.

Commissioner Purcell made a motion to forward the position descriptions to Commission as amended for approval following completion of review by the State's Attorney's Office. Seconded by Commissioner Gryder. Aye, all. Opposed, none.

#### **XV. Ellis Intern Housing Option Discussion**

Director Guritz requested Committee of the Whole discussion on whether the apartment space at Ellis House could be used to support intern housing. Director Guritz stated he was in process with reaching out to Black Hawk College to extend internship opportunities, and would like to extend an option for housing to potential candidates. This would be for unpaid internship positions, and may help attract student participation.

Commissioner Purcell inquired into whether the interns may offset budget expense for staff salaries. Director Guritz stated that it would, particularly with daily horse care and summer camp instructional support.



The Committee of the Whole provided direction to place a motion on the Commission meeting agenda to approve the opportunity to extend a housing option to interns at Ellis House and Equestrian Center.

#### **XVI. Kendall County Letter of Understanding and Intent – Insurance Deductible Coverage**

Director Guritz presented a letter of understanding and intent received from Kendall County that would limit the District's liability exposure to the first \$100,000 of any single workers' compensation claim, with Kendall County covering any charges up to the new \$250,000 deductible.

Commissioner Purcell reported that the letter had been reviewed and recommended for approval by the County's Finance Committee.

President Wehrli reported that as part of this effort, he would like to see an intergovernmental agreement crafted between Kendall County and the District that would include the provisions presented in the letter of understanding.

The Committee of the Whole provided direction to place a motion on the Commission meeting agenda to approve the proposed letter of understanding and intent with Kendall County.

#### **XVII. Executive Session**

None.

#### **XVIII. Other Items of Business**

None.

#### **XIX. Citizens to Be Heard**

No public comments were offered by those in attendance.

#### **XX. Adjournment**

Commissioner Gryder made a motion to adjourn. Seconded by Commissioner Cullick. Aye, all. Opposed, none. Meeting adjourned at 6:45 pm.

Respectfully submitted,

David Guritz  
Director, Kendall County Forest Preserve District

**FOREST PRESERVE DISTRICT OF KENDALL COUNTY  
ORDINANCE NO. 16-02-001**

AUTHORIZING THE EXECUTION OF A LICENSE AGREEMENT BETWEEN THE  
FOREST PRESERVE DISTRICT OF KENDALL COUNTY AND THE YORKVILLE  
ATHLETIC ASSOCIATION NFP FOR THE USE AND MAINTENANCE OF THE BALL  
FIELD AND PICNIC PAVILION AT HOOVER FOREST PRESERVE

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**WHEREAS**, the DISTRICT owns certain property in Kendall County commonly known as Hoover Forest Preserve; and

**WHEREAS**, there is located on said property a baseball field and picnic pavilion; and

**WHEREAS**, due to its limited resources, the DISTRICT has determined that the most efficient and cost-effective manner for maintaining the Hoover Forest Preserve ball field is through extension of licensed use to an outside organization; and

**WHEREAS**, LICENSEE is a 501(c)3 organization incorporated for the specific purpose of supporting youth athletics in Kendall County; and

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

**WHEREAS**, the DISTRICT has extended permits to the LICENSEE in the past to use and maintain the Hoover Forest Preserve ball field; and

**WHEREAS**, the DISTRICT and LICENSEE desire to formalize their relationship with respect to the use and maintenance of the Hoover Forest Preserve ball field as provided herein.

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

1. The recitals set forth above are incorporated herein and made part hereof.
2. The Forest Preserve District of Kendall County's President is hereby authorized to execute, and the Secretary is hereby directed to attest to, the Agreement entitled "Kendall County Forest Preserve District Athletic Field License Agreement Yorkville Athletic Association NFP (Yorkville Fury)", which is attached hereto and made a part hereof as Exhibit 1
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 State's Attorney's Office, and to Michael Klimavicius, President of the Yorkville Athletic Association NFP.

PASSED AND APPROVED by the Board of Commissioners of the Kendall County Forest Preserve District this 16<sup>th</sup> day of February, 2016.

APPROVED:

\_\_\_\_\_  
Jeff Wehri, President

ATTEST:

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

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 license (the “License”) to use the License Area to conduct the Programs on the dates and during the hours specified within the attached **Exhibit B** (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 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 one thousand seven hundred dollars (\$1,700.00) 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.

#### 6. Maintenance Provisions

The District, at its own expense, shall maintain the gravel road and shall mow the grass ball field no more than one time per week on an as-needed basis from **March 13, 2016 to June 30, 2016**.

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. 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.

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 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, volunteers, members, agents, participants and visitors shall follow the District's General Use Ordinance whenever on District Property. (Said Ordinance is available here: [http://www.co.kendall.il.us/wp-content/uploads/FP\\_GenUseOrd.pdf](http://www.co.kendall.il.us/wp-content/uploads/FP_GenUseOrd.pdf))

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



known safety hazards. Licensee shall promptly advise the District of any known safety hazards prior to using, or allowing its participants to use the subject License Area.

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

#### 10. Term, Termination and Modification

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

If the District cancels the License Agreement without cause, a prorated refund of the license fee 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 the license year as provided in Exhibit B.

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 1, 2016.

#### 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 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: \_\_\_\_\_

Jeff Wehri, 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, 2016 – April 30, 2016**

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

**May 1, 2016 – June 30, 2016**

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

**WEEKENDS (SA-SU)**

**March 13, 2016 – June 30, 2016**

Saturdays and Sundays

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

**Weekdays and Weekends – Rain Dates and/or Rescheduled Sessions**

**July 1, 2016 - July 17, 2016**

Licensee may schedule (or reschedule) an additional 15 weekday or weekend sessions  
between July 1, 2016 and July 17, 2016.

**MEMORANDUM OF UNDERSTANDING  
FOR A COOPERATIVE EDUCATION PROGRAM  
TO BENEFIT THE RESIDENTS OF KENDALL COUNTY**

**Between the  
Kendall County Forest Preserve District  
and the  
Kendall County Farm Bureau Foundation  
and the  
Kendall County Soil & Water Conservation District  
and the  
Kendall County Outdoor Education Center  
and the  
Kendall County Health Department  
and the  
University of Illinois Kendall County Extension**

**Parties**

The parties to this Memorandum of Understanding, hereinafter referred to as the “MOU,” are Kendall County Forest Preserve District, hereinafter referred to as “KCFP”; the Kendall County Farm Bureau Foundation, hereinafter referred to as “KCFBF”; the Kendall County Soil & Water Conservation District, hereinafter referred to as “KCSWCD”; the Kendall County Outdoor Education Center, hereinafter referred to as “KCOEC”; the Kendall County Health Department, hereinafter referred to as “KCHD”; and the University of Illinois Kendall County Extension, hereinafter referred to as “Extension”.

**Background**

The Kendall County Forest Preserve District’s mission is to preserve and manage natural areas and open spaces, provide environmental education, and offer recreational opportunities for Kendall County residents.

The Kendall County Farm Bureau Foundation’s purpose is to solicit and to distribute private funding for agriculturally related education and leadership training, AG in the Classroom programs, public library collections, development of charitable activities and research.

The Kendall County Soil and Water Conservation District’s mission is to promote the conservation and enhancement of soil, water and other natural resources within Kendall County.

The Kendall County Outdoor Education Center’s mission is to provide students the opportunity for experiential learning in an outdoor setting. A common thread woven into all outdoor education activities is a strong stewardship responsibility, conservation ethic, and environmental harmony.

The Kendall County Health Department's mission is to provide population based programs and services to promote personal health, including mental health, protect community health, prevent disease and promote family self-sufficiency.

University of Illinois Kendall County Extension's mission is to help youth learn skills for living, in order to maximize community and university resources to help youth, adults and families reach their fullest potentials; through science, engineering and technology; healthy living and citizenship.

### **Purpose**

The parties agree through this MOU to form a cooperative of educational agencies that will work together to provide optimum educational opportunities for Kendall County residents. The parties agree to work together as partnering organizations to develop and deliver educational programs dealing with the environment, nature, conservation, agriculture, health, and related topics. The agencies agree that by partnering, the effective use of staffing, financial, and other resources will be maximized to better serve the residents of Kendall County.

### **Objectives**

The parties agree that they will work cooperatively on the following:

- Identify and organize the current educational programming of each agency.
- Identify duplicative programming.
- Identify programming gaps.
- Identify opportunities for cooperative programming.
- Improve marketing and public relations.
- Explore grant funding and other financing opportunities.
- Explore volunteer recruitment.

### **Parties Contact Information:**

Kendall County Forest Preserve District:

Emily Dombrowski  
110 West Madison Street  
Yorkville IL 60560  
P: 630 553-4025  
F: 630 553-4023  
E: [edombrowski@co.kendall.il.us](mailto:edombrowski@co.kendall.il.us)

Kendall County Farm Bureau Foundation:

Dan Reedy  
111 East Van Emmon Road  
Yorkville IL 60560  
P: 630 553-7403  
E: [kendallcofarmbureau@hotmail.com](mailto:kendallcofarmbureau@hotmail.com)

Kendall County Soil & Water Conservation District:

Jenny Wold  
 7775A Route 47  
 Yorkville IL 60560  
 P: 630 553-5821 x3  
 F:  
 E: [kendallaitc@yahoo.com](mailto:kendallaitc@yahoo.com)

Kendall County Outdoor Education Center:

Deanna Bazan  
 109 West Ridge Street  
 Yorkville IL 60560  
 P: 630 553-7108 x1  
 F: 630 553-4152  
 E: [dbazan@roe24.org](mailto:dbazan@roe24.org)

Kendall County Health Department:

Rae Ann VanGundy  
 811 West John Street  
 Yorkville IL 60560  
 P: 630 553-9100  
 F:  
 E: [rvangundy@co.kendall.il.us](mailto:rvangundy@co.kendall.il.us)

Kendall County University of Illinois Extension

Kim Eisnaugle  
 Jo Ann Britton  
 7775B State Route 47  
 Yorkville IL 60560  
 630-553-5823  
 630-553-5871 Fax  
[keisnaug@illinois.edu](mailto:keisnaug@illinois.edu)  
[jbritton@illinois.edu](mailto:jbritton@illinois.edu)  
<http://web.extension.illinois.edu/dkk/>

**Time period**

This MOU covers the time period January 1, 2016 – December 31, 2019.



**Terms and Conditions**

The undersigned hereby agree to this MOU and thereby, authorize its execution.

**The parties have duly made and approved this Memorandum of Understanding and signed it this 1<sup>st</sup> day of January, 2016.**

\_\_\_\_\_  
Jeff Wehrli, President  
Kendall County Forest Preserve District

Signed \_\_\_\_\_ Dated \_\_\_\_\_

\_\_\_\_\_  
(Name), \_\_\_\_\_ (Title)  
\_\_\_\_\_  
(Organization)

Signed \_\_\_\_\_ Dated \_\_\_\_\_

\_\_\_\_\_  
(Name), \_\_\_\_\_ (Title)  
\_\_\_\_\_  
(Organization)

Signed \_\_\_\_\_ Dated \_\_\_\_\_

\_\_\_\_\_  
(Name), \_\_\_\_\_ (Title)  
\_\_\_\_\_  
(Organization)

Signed \_\_\_\_\_ Dated \_\_\_\_\_

\_\_\_\_\_  
(Name), \_\_\_\_\_ (Title)  
\_\_\_\_\_  
(Organization)

Signed \_\_\_\_\_ Dated \_\_\_\_\_

\_\_\_\_\_  
(Name), \_\_\_\_\_ (Title)  
\_\_\_\_\_  
(Organization)

Signed \_\_\_\_\_ Dated \_\_\_\_\_



**Contract for Services**

THIS AGREEMENT entered into by and between Ellis House & Equestrian Center, Illinois (hereinafter referred to as the "Contractor"); and the Oswegoland Park District ("Park District").

WHEREAS, Contractor will be performing various duties related to programs and services offered by Contractor to Park District recreation program participants, which work will be performed on and/or off the premises of the Park District and said Contractor may have subcontractors or one or more employees of Contractor engaged in the performance of said work;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration received and to be received, the Contractor hereby agrees:

1. To provide the following services:  
*Beginning and Continuing Western Riding Lessons class*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
2. To provide the services identified in Paragraph 1 on dates and at the locations specified below. Park District reserves the right to relocate or modify the schedule with consent of Contractor.  
Continuing Lessons at Ellis Equestrian Center, Tuesdays 5-6pm on dates  
02/16/16- 03/22/16  
\_\_\_\_\_  
Beginning Lessons at Ellis Equestrian Center, Tuesdays 5-6pm on dates  
05/17/16- 06/21/16  
\_\_\_\_\_  
Continuing Lessons at Ellis Equestrian Center, Tuesdays 5-6pm on dates  
06/28/16- 08/02/16  
\_\_\_\_\_  
\_\_\_\_\_
  
3. To comply with all applicable laws, regulations and rules promulgated by any Federal, State, County, Municipal and/or other governmental unit or regulatory body now in effect or which may be in effect during the performance of the work. Included within the scope of the laws, regulations and rules referred to in this paragraph but in no way to operate as a limitation are all forms of traffic regulations, public utility and Intrastate and Interstate Commerce Commission regulations. Workers' Compensation Laws, Prevailing Wage Laws, the Social Security Act of the Federal Government any of its titles, the Illinois

Department of Human Rights, Human Rights Commission, or EEOC statutory provisions and rules and regulations.

4. To protect, indemnify, hold and save harmless and defend the Park District against any and all claims, costs, causes, actions and expenses, including but not limited to attorney's fees incurred by reason of a lawsuit or claim for compensation arising in favor of any person, including the employees or officers or independent contractors or subcontractors of the Contractor or Park District, on account of personal injuries or death, or damages to property occurring, growing out of, incident to, or resulting directly or indirectly from the performance by the Contractor hereunder, whether such loss, damage, injury or liability is contributed to by the negligence of the Park District or by premises themselves or any equipment thereon whether latent or patent, or from other causes whatsoever, except that the Contractor shall have no liability or damages or the costs incident thereto caused by the sole negligence of the Park District.
5. To keep in force, to the satisfaction of the Park District, at all times during the performance of the work referred to above, Public Liability Insurance and Automobile Liability Insurance (if applicable) with Bodily Injury limits of not less than \$2,000,000 Property Damage Insurance with limits of not less than \$1,000,000 and workers' compensation and related insurance coverage at amounts required by statute. There shall be no additional charge for said insurance to the Park District. Prior to beginning the work identified in this Agreement, the Contractor will furnish certificates of insurance for the insurance coverage required herein, naming the Park District as an additional insured and providing that such policies may not be cancelled or amended without ten days prior written notice having been given to the Park District. The policy shall also contain a "contractual liability clause." If the policy is written on a claim made basis, then the Contractor shall purchase such additional insurance as may be necessary to provide specified coverage to the Park District for a period not less than five (5) years from the termination of this Agreement.
6. To indemnify the Park District for any loss it may sustain by theft or other cause from the acts or negligence of the Contractor.
7. That the Contractor is in no sense an employee of the Park District, it being specifically agreed that in respect to the Park District the Contractor bears the relationship of an independent contractor.
8. That the fee charged by the Park District for the program(s) described in Paragraphs 1 and 2 above shall be \$\_220.00\_ per \_participant\_. Said fees shall be collected by the Park District through its ordinary registration process. Contractor shall not directly enroll participants in the program or accept payments from program participants.
9. That Park District shall pay Contractor \$\_165.00\_\_ per student; (or 75 percent of resident rate revenues received by Park District) for the program(s) described in Paragraphs 1 and

2 above. Upon conclusion of the program(s), Contractor shall submit to Park District an itemized invoice. Said invoice shall be sent by regular mail to:

or may be emailed to the Program Supervisor within 45 days of the conclusion of the program(s). Invoices received by the 10th of the month shall be paid by the end of that month. Invoices received after the 10th of the month shall be paid by the end of the following month.

10. That Contractor shall provide the services described in Paragraphs 1 and 2 above provided a minimum of   1   participants have registered for the program(s). The Contractor is expected to contact their Program Supervisor at least three-five business days prior to the start of class for enrollment numbers. The Park District and Contractor may by mutual agreement determine that it is in their interest to conduct a program that has not met this minimum enrollment requirement. If such a determination is made, Park District and Contractor shall execute a separate written note or email, reviewed by both parties describing the amount of payments to be made to Contractor for services related to a program conducted with fewer than the minimum number of participants stated in this Paragraph. Park District may allow enrollment up to a maximum of   3   participants in the program(s). Oswegoland Park District will notify patrons of class cancellations unless otherwise decided by Contractor and Program Supervisor.
11. The Oswegoland Park District shall have the right to cancel or alter the schedule due to abnormal weather, or other reasons deemed appropriate by the Park District.
12. Instructors are expected to report to class site a minimum of ten (10) minutes prior to the start of class or in time to set up equipment, whichever is sooner, and remain until all participants have departed.
13. That Contractor shall ensure that a qualified instructor is present for each scheduled session of the program(s) described in Paragraphs 1 and 2 above. Any instructor working with children must have a returned background check on file at the business contracted with, or through the Park District. Also, instructors working with children must have completed the State of Illinois Mandated Reporter Training and submit a certificate to the District or employer.
14. In the event that the instructor is absent or fails to provide the required services, at the sole discretion of Park District either: Contractor shall extend the program to makeup the program time lost due to absence or failure to provide services; or Park District shall reduce the payment to Contractor in Paragraph 9 herein by an amount proportionate to the amount of program time lost due to Contractor absence or failure to provide services.
15. That Contractor shall provide to Park District upon request a written itinerary or set of lesson plans related to the program(s).
16. That Park District shall provide to Contractor prior to the start of program(s) a class roster. Park District and Contractor shall mutually agree on the form and time of delivery

which may include in person request prior to class, email, facsimile, or hand delivery to Contractor.

17. That Contractor shall take all reasonable steps necessary to respond to and remedy program participant complaints, up to and including replacing Contractor's employee, instructor, or subcontractor. Park District has the right to cancel this Agreement at any time if Contractor fails to take appropriate action to remedy program participant complaints.
18. The Oswegoland Park District maintains a satisfaction guaranteed policy. Participants can request a refund of fees up to ten days after the class ends if they are dissatisfied for any reason. The Contractor shall honor that policy when deemed reasonable by the Park District.
19. That Park District shall publish three program brochures each calendar year. Park District shall establish deadline dates for Contractor to submit program information for said brochures. Contractor shall provide to Park District on or before each deadline date information including, but not limited to a written description of the program(s), the minimum/maximum enrollment allowed for the program(s), contractor fee, meeting dates and times, any dates the programs(s) will not meet due to holidays or other reasons, the age range of participants, and the beginning and ending time(s) for the program(s).
20. That Contractor shall not increase fees during the term of this agreement without the written consent of Park District.
21. The terms of this contract are in force until changed in writing by mutual agreement. Either party can end agreement after session is complete or if service to participants is evaluated to be low quality.
22. That Contractor, with the cooperation of the Oswegoland Park District, will make reasonable accommodations to allow individuals with disabilities to participate in District programs.

This Agreement shall be in effect beginning on the 16<sup>th</sup> day of February, 2016\_ until ended, by either party, for any reason, in writing, within thirty days of the program start date.

IN WITNESS WHEREOF, THE PARTIES have executed this Agreement this 25th day of January, 2016\_.

OSWEGOLAND PARK DISTRICT:

CONTRACTOR:

\_\_\_\_\_  
By: Kristen Desler

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

## BILL OF SALE

**Property:** "Shadow" (Quarter Horse Mare)

**Condition:** As is, with no known medical issues. Approximate age: 17

**Seller:** Breanne Reichert  
501a Flanagan Dr.  
Minooka, IL 60447

**Purchaser:** Kendall County Forest Preserve District  
110 West Madison Street  
Yorkville, Illinois 60560

**Date of Commission Approval:** February 16, 2016

**Conditions of Acceptance/ No Warranty:** For one-thousand three-hundred dollars (\$1,300.00) consideration to be paid in hand following a five day trial period, the Seller, Breanne Reichert, hereby transfers, assigns and delivers any and all right, title and interest to the Kendall County Forest Preserve District, and the Purchaser, Kendall County Forest Preserve District, hereby accepts all right, title and interest in the Property subject to the following terms and conditions:

1. Purchaser will pickup Property from the Seller's stable, and Seller agrees to allow a five-day trial period that shall commence on the first day following delivery to the Ellis House and Equestrian Center located at 13986 McKanna Road in Minooka, IL 60447 on or around February 16, 2016.
2. Upon successful conclusion of the five-day trial period, Seller, Breanne Reichert, is entitled to either receive payment in hand of \$1,300.00 representing payment in full for "Shadow", a 17-year old quarter horse mare, and the Purchaser, Kendall County Forest Preserve District, shall accept full and complete responsibility for property from the date the Property is accepted by the Kendall County Forest Preserve District, or will transport "Shadow" from the Kendall County Forest Preserve District's Ellis House and Equestrian Center to the Seller's stable.
3. The Seller is not a seller of horses and disclaims to the fullest extent authorized by law any and all warranties, promises, whether express or implied, including warranties of merchantability and or fitness for a particular use and makes no promises, warranties or other representations regarding the horse's conditions at the time of transfer, and by accepting the Property after a five-day trial period, the Purchaser accepts the Property "as is".

4. The Seller on behalf of itself, its successors and assigns hereby forever waives and releases the Kendall County Forest Preserve District, its elected officials, employees, agents, volunteers and assigns from any and all known and unknown claims, actions, causes of action, damages, injuries, costs and fees related in any manner to acceptance of this transfer or the condition of the Property at the time of the transfer.

Kendall County Forest Preserve District, Illinois

Breanne Reichert, Minooka, Illinois:

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Jeff Wehrli, President

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Breanne Reichert

Illinois Natural Areas Improvements  
Proposal – Kendall County FPD – Maramech Nature Preserve

February 10, 2016

Dave, here is my proposal for Ecological Restoration work to be performed at:  
Maramech Woods Nature Preserve.

\$50.00 / Hour-  
Includes Labor and Herbicide Products;  
for One (1) Individual Worker.  
Ex: One, (1) 8 hour day would cost \$400.00.

\$4,000 for 10-days days of service.

Days will be segmented into Winter brush cutting and Spring foliar spraying for  
re-sprouts and new seedlings.

Available to commence work as soon as required.

INAI has Commercial Liability Insurance and Pesticide Applicators License

References available from IDNR Biologists, Kim Roman and Dan Kirk.

Thank you for your consideration.

R. Bryon Walters  
Conservation Contractor  
Illinois Natural Areas Improvements  
3885 E550th Road  
Mendota, IL. 61342  
815-252-9605



# NRM

Natural Resource Management, Inc.  
P.O. Box 702, Beecher, IL 60401  
708/ 935-2100  
[www.nrmecological.com](http://www.nrmecological.com)  
dshortnrm@hotmail.com

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Date: 10 FEB 2016      Proposal #: 16-07

Client: Kendall County Forest Preserve District

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110 W. Madison

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Yorkville, IL 60560

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Project: Invasive honeysuckle control at Maramech N.P.

DESCRIPTION	TOTAL
Natural Resource Management, Inc. (NRM) staff will cut invasive honeysuckle and treat the stumps with herbicide at Maramech N.P.	
\$624/8 hr field day/person (average a 4-5 person crew) ---Includes cost of herbicide	\$2496.00/day(4 person crew)
Please call me at 708/ 935-2100 with questions regarding this proposal.	
TOTAL	\$2496.00

## TERMS

Net 30 days

If the scope of services and cost proposed by NRM is acceptable, please sign and return

Natural Resource Management, Inc.  
Doug Short, President

*Doug Short, President*

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

Instructions: Please sign the form and return it, along with the appropriate insurance certificate to:

Kendall County Forest Preserve District  
110 West Madison Street  
Yorkville, IL 60560

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

**Applicant Information:**

Event Name: Yorkville High School Cross Country Meet Organization: Yorkville High School  
Contact Person: Seth Schoonover – Athletic Director

Address: 797 Game Farm Road, Yorkville, IL 60560 County: Kendall  
*Street City State Zip*

Telephone: Work: ( 630 ) 553-4380 x 113 Cell: ( 630 ) 774-1365  
E-mail: SSchoonover@y115.org

**Special Event Information:**

Name of Forest Preserve: Hoover Forest Preserve Date(s): August 22, 2016

Event: Yorkville High School Cross-Country Invitational

Estimated Attendance: 800-1000

Arrival Time (includes set-up): 12:00 pm (Noon)

Departure Time (includes take down): 8:00 pm (sunset)

Will this Special Event include:

**A = \$ 50.00**

- |   | Yes              | No       |
|---|------------------|----------|
| 1. The use of temporary structures?                     | <u>√</u>         | <u>—</u> |
| 2. Collecting/Charging an entrance or registration fee? | <u>—</u>         | <u>√</u> |
| 3. Selling concessions/food?                            | <u>√ (water)</u> | <u>—</u> |



Will this Special Event include:	Yes	No
<b><u>A = \$ 50.00 (continued)</u></b>		
4. Selling goods and services?	—	<u>√</u>
5. Electronically amplified sound?	<u>√</u>	—
<b><u>B = \$ 150.00</u></b>		
6. Business uses in Preserve?	—	<u>√</u>
7. Group larger than 250 people?	<u>√</u>	—
8. Extensive Use of grounds?	<u>√</u>	—
<b><u>C = \$ 250.00</u></b>		
9. Extensive Use of staff time?	<u>√</u>	—
10. Closes and/or limits part(s) of preserve to other users?	<u>√</u>	—

► Permittee will be charged only for the highest category (A, B, or C) that is checked.

Description of the Special Event, including details of any 'Yes' answers from above:

#1 – Four (4) Port-o-lets (bathrooms) charge to include \$65.00 per unit plus Trip Charge of \$65.00. See Reservation Permit # 83540.

#1 Laptop & Printer – generator use – bringing their own.

#1 Start & Finish line by Meadowhawk Lodge.

#1 – Pop-up tents for trainer & registration – Golf cart with defibrillator (Seth's assistant and trainer use)

#5 Portable PA or blow horn for announcements.

#9 Course Planning & Set-up. Contact Forest Preserve personnel at least one month prior to event to discuss course & other items from previous year.

#9 Parking monitors required – School to provide own personnel to direct traffic.

#10 Four (4) buses and handicapped park in back lot.

Applicant's Signature: Seth Schauer

Date: 11/19/15



**Special Event Agreement  
Kendall County Forest Preserve District**

The Kendall County Forest Preserve District (District) and Yorkville High School (Permittee) agrees as follows:

1. The Permittee shall meet the following insurance requirements:
  - A. Permittee shall have general liability coverage of \$1,000,000 per occurrence.
  - B. Certificates of Insurance must state the following: *The Kendall County Forest Preserve District is an additional insured on a primary and non-contributory basis.*
2. The Permittee shall pay the District \$ 250.00 for this approved Special Event Permit. Payment is due upon approval of permit.
3. The Permittee agrees to indemnify and hold harmless the District against any and all claims, losses, suits, and damages against the District arising, directly or indirectly out of the use of District premises or performance of this Special Event Agreement, specifically including claims resulting from any act or omission of the Permittee and the District, individually, and/or jointly and severally.
4. If concessions/food is to be sold at the Special Event, the vendors must comply with all requirements and regulations of the Illinois Department of Health and/or other governmental bodies having control over such vending operations, including the Kendall County Health and Human Services Department. The vendor shall possess all food and beverage dispensing licenses, taxes, and permits that are required by law.
5. The Permittee shall limit the Special Event activities to those described in the Special Use Permit Application.
6. The Permittee shall follow all District rules and regulations (see attached).
7. The Special Event Permit and the Permittee shall be present on-site at the Special Event.
8. The attached itinerary shall be a part of the Special Event Agreement.

Kendall County Forest Preserve District:

Signed: \_\_\_\_\_, Director / President

Permittee:

Signed: 

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

**KENDALL COUNTY FOREST PRESERVE DISTRICT  
JOB DESCRIPTION**

**CLASS TITLE:** Seasonal Nature Camp Instructor  
**WAGE CATEGORY:** FLSA Non-Exempt  
**REPORTS TO:** Environmental Education Coordinator  
**EFFECTIVE DATE:** February 16, 2016

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**SUMMARY:** The Seasonal Nature Camp Instructor leads groups of up to 16 students in nature camps for children aged pre-K through 9th grade, leads interpretive hikes within Kendall County Forest Preserve District ("District") forest preserves, and facilitates outdoor science and nature discovery activities. This position is a seasonal position, which means the individual's employment in this position is limited to part-time hours during the summer months of June, July and August of each calendar year.

**ESSENTIAL DUTIES AND RESPONSIBILITIES:**

- Provides daily care and supervision of nature camp participants ("campers").
- Provides instruction to campers about local ecology and natural history.
- Prepares program materials and activities including set-up and clean up prior to, and following nature camp programs.
- Maintains a safe and clean environment at all times and enforces all District safety rules and policies.
- Provides instruction and supervision to counselor in training volunteers who assist with conducting nature camp activities.
- Communicates effectively with District staff, volunteers, general public, and campers.
- Supports District policies and processes to address safety issues; reduces risk and liability exposure within summer camps.
- Assists with basic animal care including feeding and tank/enclosure cleaning and Laws of Nature visitor center upkeep.
- Provides first aid or take other emergency measures when necessary as indicated in student, volunteer and staff emergency protocol and procedures.
- Performs other duties as assigned.

**SUPERVISORY RESPONSIBILITIES:**

- There are no supervisory responsibilities assigned to this position.

**QUALIFICATIONS:**

To perform this job successfully, an individual must be able to perform all essential duties satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required for the position.

**A. EDUCATION and/or EXPERIENCE:**

- Associate's Degree or Bachelor's Degree in the field of education or environmental sciences, or equivalent experience in the field of education or environmental sciences. May be actively pursuing a degree in the education, environmental sciences, or related field.
- Knowledge of education principals and practices.
- Experience with instructing children in an outdoor educational setting preferred.
- Knowledge of office practices, and principles of modern record keeping.

**B. LANGUAGE SKILLS:**

- Ability to prepare and present District curriculum.
- Ability to write routine reports and correspondence.
- Ability to speak effectively with the public, including individuals of all ages and ability levels, and employees of the District.
- Good knowledge of the English language, spelling and grammar.

**C. MATHEMATICAL SKILLS:**

- Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals.

**D. REASONING ABILITY:**

- Ability to employ safe work practices and use sound judgment while leading nature camp.
- Ability to complete projects from beginning to end with minimal supervision.
- Possess positive conservation ethic and respect towards living things and the natural environment.
- Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form.
- Ability to deal with problems involving several concrete variables in standardized situations.

**E. CERTIFICATES, LICENSES, REGISTRATIONS:**

- Master Naturalist, Certified Interpretive Guide, or other environmental certification preferred. May be actively pursuing an environmentally related certificate.
- Must be able to attain a Mandated Reporter certificate through the Illinois Department of Children and Family Services.
- Current CPR/First Aid certification.
- Must possess a current and valid driver's license.
- All other certifications and registrations required for the specific duties performed.

**PHYSICAL DEMANDS:**

- Employee must be able to sit, kneel, stand and bend.
- Employee must be able to walk on uneven terrain for extended periods of time.
- Employee must be able to provide instruction while walking outside and in varying weather conditions.
- Employee must be comfortable being outside in various types of weather for extended periods of time.
- Employee must occasionally lift and/or move up to 40 pounds.
- Employee must be able to use hands to handle or feel.
- Employee must be able to reach, push and pull with hands and arms.
- Employee must be able to talk and hear in person and via use of telephone.
- Employee must be able to care for and supervise children ranging in age from pre-K through 9<sup>th</sup> grade on a daily basis.
- Specific vision abilities required by this job include close vision, depth perception and distance vision.

**WORK ENVIRONMENT:**

- Camps will be held outside. The weather and temperature will not be consistent during the course of employment.
- The noise level in the work environment will vary from moderately quiet to loud.
- Employee will be required to have frequent contact with animals, nature, campers, volunteers and other members of the general public.
- Employee must be able to perform all assigned job duties during normal business hours and after normal business hours, as required in the event of an emergency or special event.
- Employee may be required to provide own transportation to various District preserves and locations.

The above information is not intended to be all-inclusive and can be expanded or modified as necessary.

Kendall County Forest Preserve District



**KENDALL COUNTY FOREST PRESERVE DISTRICT  
JOB DESCRIPTION**

**CLASS TITLE:** Ellis House and Equestrian Center Seasonal  
**WAGE CATEGORY:** FLSA Non-Exempt  
**REPORTS TO:** Ellis House and Equestrian Center Farm Manager  
**EFFECTIVE DATE:** February 16, 2016

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**SUMMARY:**

This position provides support for the maintenance of facilities and grounds, and support of special events and programs at Ellis House and Equestrian Center for the Kendall County Forest Preserve District ("the District"). This position is a seasonal position, which means the individual's employment in this position is limited to part-time work May through October of each calendar year.

**ESSENTIAL DUTIES AND RESPONSIBILITIES:**

The essential duties for this seasonal position shall include, but not be limited to the following:

- Performs grounds and building maintenance and custodial services at Ellis House and Equestrian Center ("Ellis") including, but not limited to the following:
  - Horticultural and maintenance tasks including, but not limited to mowing, edging, aerating, trimming, fertilizing, weed control, seeding, tree and shrub trimming, sod repair, firewood splitting and hauling, miscellaneous lawn maintenance activities, landscaping projects, natural area management, and trail maintenance.
  - Gathering, loading and hauling refuse and vegetation from grounds and user areas.
  - The use, maintenance, and repair of tools of the trade (both powered and non-powered equipment as well as heavy equipment) including, but not limited to a power washer, chainsaw, and other mechanical hand tools.
  - Preparing building and special event facilities for reserved uses at Ellis by performing duties including, but not limited to, locking/unlocking rental facilities; setting up for events and rental functions; and ensuring the facilities are clean and equipped as needed for all rental functions.
  - Inspecting, maintaining and repairing District restrooms including daily cleaning and trash removal.
- Safely and effectively operates District vehicles, tools and equipment including, but not limited to, small dump trucks, sod cutters, rototillers, trimmers, sweepers, front end loaders, air sprayers, power washers, and other mechanical tools.
- The inspection, maintenance, and repair of District restrooms including daily cleaning and trash removal;
- Provides assistance with supporting youth and adult riding lessons and pony ride events by preparing tack and grooming horses; summer camps by supporting camp instructor-led activities, and other equestrian programs under the direction of Equestrian Center staff.
- Assists with the setup, takedown and staffing of Ellis rental and program events including but not limited to weddings, birthday party programs, house rentals, summer camps.
- Assists with animal care activities at Ellis including, but not limited to feeding, watering, and clean up stalls and pasture areas for horses and other live animals.
- Performs basic horse care including handling, grooming, nutrition, stall cleaning, hoof care, parasite control, minor wound/injury treatment, and care of riding equipment Under the supervision of Equestrian Center staff.
- Assists with facility maintenance of the Ellis House, stable, storage barn, riding arena(s) and pastures, including relocation of hay bales for hay loft storage and daily feeding.
- Maintains a safe and clean work environment at all times and enforces all of the District's safety rules and barn policies.
- Supervises, works with, and provides instruction to volunteers, as needed.
- Communicates the District's policies and procedures to volunteers.
- Communicates with equestrian program campers and students, the public, and Forest Preserve District staff and volunteers in a professional manner to carry out assigned job duties and to achieve a positive, professional and safe work environment.

- Participates in emergency preparedness and response activities as needed.
- Performs other duties as assigned.

**SUPERVISORY RESPONSIBILITIES:**

- No supervisory responsibilities.

**QUALIFICATIONS:**

To perform this job successfully, an individual must be able to perform all essential duties satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required for the position.

**A. EDUCATION and/or EXPERIENCE:**

- High school diploma or general education degree (GED) required.
- Requires knowledge of office practices, principles of modern record keeping, and setup and maintaining filing systems.
- Requires knowledge of grounds maintenance tools and equipment use.
- Completion of all assigned equipment and natural areas management training.
- Prior work experience in grounds management or similar roles preferred.

**B. LANGUAGE SKILLS:**

- Ability to read and interpret documents such as governmental regulations, material safety data sheets, legal documents, operating instructions, and procedure manuals.
- Ability to write routine reports and correspondence.
- Ability to speak effectively with the public and employees of the organization.
- Requires good knowledge of the English language, spelling and grammar.

**C. MATHEMATICAL SKILLS:**

- Ability to add, subtract, multiply and divide in all units of measure, using whole numbers, common fractions, and decimals.
- Ability to compute rate, ratio, and percent and to measure volume.

**D. REASONING ABILITY:**

- Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form.
- Ability to deal with problems involving several concrete variables in standardized situations.

**E. CERTIFICATES, LICENSES, REGISTRATIONS:**

- A valid and current Driver's License is required.
- A valid Illinois Pesticide Applicator's License or, in the alternative, obtain a valid Illinois Pesticide Applicator's License within ninety (90) days of employment.
- All other training, certificates and registrations required for the specific duties performed.

**PHYSICAL DEMANDS:**

- Employee must frequently sit, stand, bend, reach and carry.
- Employee must be able to successfully operate all District tools and equipment required to perform assigned job duties.
- Employee must frequently be able to walk and possibly run on uneven ground and rough terrain.
- Employee must be able provide instruction from a walking or horse-mounted position for extended periods of time.
- Employee must frequently lift and/or move up to 75 pounds.
- Employee must be able to use hands and fingers to finger, handle, feel and operate equipment.
- Employee must be able to reach, push and pull with hands and arms.
- Employee must be able to talk and hear in person and via use of telephone.
- Specific vision abilities required by this job include close vision, depth perception and distance vision.

**WORK ENVIRONMENT:**

- The noise level in the work environment is usually moderately quiet, and frequently loud when operating grounds maintenance equipment.
- Employee must be able to perform all assigned job duties during normal business hours and after normal business hours, as required in the event of an emergency, programming events and/or any other special events. This includes some evenings and weekends.
- Employee will be required to work in both indoor and outdoor work areas and may be subjected to all weather elements.
- Employee will be exposed to live animals such as horses on-site.
- Employee may be exposed to various chemicals such as pesticides and fertilizers while performing assigned job duties.
- Employee will be required to operate a motor vehicle and other heavy equipment to perform assigned job duties.
- Employee may be required to provide own transportation to travel to and from meetings, training, conferences, and the various District preserves and locations.

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Kendall County Forest Preserve District