

To: Kendall County Forest Preserve District Board of Commissioners

From: David Guritz, Director

RE: December 2016 Director's Report

Date: January 11, 2017

Meetings, Events, and Programs

December 9	WSPY Radio and Television Interviews
January 5	Fox Valley Monarch Corridor Grant Project Coordination Meeting
January 5	The Conservation Foundation – Kendall County Advisory Council Meeting

Priority Project Updates

FY 15-16 Audit

The District has submitted all requested pre-audit documentation to WIPFLI CPA's for review. Onsite audit work will begin in late January – early February.

Maramech Restoration Project

Nelson Land Management, LLC has been authorized to begin restoration efforts (*Honeysuckle sp.* clearing and stump herbicide treatment) within a 16-acre footprint at Maramech Forest Preserve in accordance with the approved US Fish and Wildlife Service - Partners for Fish and Wildlife grant agreement. Local area middle school and high school classroom field trips will take place the first two weeks of March, with additional volunteer restoration work days scheduled in March to complete brush pile burning of cut materials within the preserve

2017 Refund Bonds

Lewis Greenbaum, Bond Council with Katten Muchin Rosenman LLP has completed the authorizing ordinance for the refunding of \$22M of callable bonds remaining from the 2007 referendum bond issuance. The ordinance will be presented for approval at the February 7, 2017 Commission meeting.

Anthony Miceli, Senior Vice President with Speer Financial, Inc. will present the results and recommendations for underwriting services. Speer Financial, Inc. also recommends the appointment of Ice-Miller as disclosure council for a service fee of \$15,000. This cost will be deducted from the refund bond savings.

The Moody's bond rating conference call is scheduled for Thursday, January 19, 2017.

Henneberry Restoration Project Updates

District staff is working to develop the bid package for the Henneberry restoration project. Work will commence in mid-October immediately following harvest. The full scope and order for restoration project activity will include:

1. Cutting of drain tiles within the project area;
2. Seeding with a cover crop (<http://rainierseeds.com/specialty-products/regreen>);
3. Installation of trees, shrubs, and plugs within defined and protected areas (6' cattle fencing) as part of the monitored mitigation project;
4. Broadcast of various seed mixes based on site conditions;

5. First year watering, mowing, and survivorship monitoring.

The District will be working with Kendall County GIS to create a concept plan exhibit for the bid documents. Bid documents will be presented at the February Committee of the Whole meeting, with approval of contract at the March 7, 2017 Commission meeting.

On March 22, 2017, District staff will present the restoration plans to the Board of the Whitetail Ridge Homeowners' Association, with a request for restoration project vehicle access and discussion of the possible construction of a single loop access trail for local residents.

Upcoming Events

District staff members are working to market the upcoming Bridal Expo at Ellis House and Equestrian Center, and will begin to market the 2017 Summer Camp Catalog later this month:

1. 2017 Bridal Expo
Sunday, February 19th, 2017
11AM – 2PM at Ellis House
Features wedding service providers and merchants

Respectfully submitted,

David Guritz, Director

Kim Olson, Superintendent

Dec. 2016

Kim Olson, Patrick Higgins and Ron Smrz - *Maintains all KCFPD properties.*

Jay Teckenbrock - *Maintains Hoover*

INCIDENT REPORTS:

- **Thankfully, December was a bit less eventful regarding incidents, due partially to weather and partially also to the Holidays.**
- **On the other hand, there has been growing evidence of definite increased alcohol being consumed on FP Properties, with the Holidays actually increasing this activity. The discarded containers are being found on the sledding hill, in fire pits and shelter garbage receptacles as well as in parking lots. The Sheriff Dept. has been informed to help watch for such activities.**
- **We had several Visitors who became lost due to disorientation and/or staying past Sunset in the woods, causing closing staff to be detained. One couple in particular at Richard Young requiring FP and Sheriff Dept. to assist as they became lost and ended up out on Rt. 71 past Lyon Historical Farm. All ended well, as towing only results well after it has become completely dark and the situation has been thoroughly assessed by me. The incidents of towing are fewer and farther between now and warranted when it does occur.**
- **One very interesting incident occurred in late Dec. to Terry Leland during closing at Shu Shu Gah canoe launch. He was closing the gate and was struck from behind, having his hood pulled down and knocking off his cap. When he turned to face his silent attacker...all he could see was a flurry of great white wings! Owls nest and breed during the Winter months. Terry obviously came too close to such a nest somewhere in the close vicinity and the Owl made it very clear! It was a bit scary to poor Terry and fortunately he was unscathed. He did learn something new and has a cool story to pass on!**

Oct. - PATRICK HIGGINS AND RON SMRZ

- **The snow was so very pretty, but with Patrick Higgins still out on medical it posed a challenge. Ron and myself are still faring in the field with just the two of us, prioritizing and triaging duties and tasks daily. Snow and ice events removal took precedence monopolizing quite a few of our days during December.**
- **Ron did misc. equipment maintenance on as much of the inventory as he is able.**
- **We are maintaining the basics to keep the Preserves clean and safe.**
- **Ash Tree removal continues to be an ongoing endeavor Due to the Emerald Ash borer devastation, both by us and by companies when too hazardous for us...and will continue for years to come.**

Oct.-KIM OLSON

Due to Patrick's absence, I am still predominantly in the field. Plowing, shoveling, cutting, tree removal, opening and closing, cleaning, etc. Covering all the responsibilities without enough staff continues to be a daunting challenge.

- I continue the re-structuring and juggling the scheduling of all the various duties needed to keep things running. Hoover in particular demands a 24/7/365 schedule for the bunkhouses and for Meadowhawk Lodge functions, as well as care of the grounds, woodlands and gardens.
- I continue to assist in the office whenever I can.
- I continue making the arrangements/researching and assisting in all repair appointments and ordering parts wherever in need . This is a never ending cycle.
- I assist to arrange for all parts, and scheduling repairs for all infrastructures.
- I have been conducting Lagoon H2O testing, and Hoover, Harris and Ellis potable water tests when required. I work closely with Dave and Becky to plan and manage all that is needed to keep things running and in order.

HOOVER:

- Jay has continued to be busy in the Bobcat repairing all the roads and washouts at Hoover. Particularly the long road back to the Lagoon and the road down to the Lift Station. He spent many hours and loads of gravel making these more accessible and safe.
- The maintenance of all the buildings at Hoover is a never ending cycle. Hoover offers such a variety of amenities and the Grounds, Bunkhouses, Early Learning Center, Meadowhawk Lodge and Equipment maintenance are all very time consuming.
- Jay is continuing to train staff and juggle part time duties. He has been trying to cross training his part time staff as best he can, but it is slow going with limited hours in between performing all the regular duties.
- Safety is always a main priority. We utilize the “buddy system” for safety purposes. The lack of full time staff is becoming more and more prominent, setting us back on almost every task that is needed to be performed at Hoover, as well as in every other Preserve also.
- The reservations and visitors at Hoover have been challenging with both the maintenance they create for the staff and fielding/monitoring of the people’s questions and activities.

ROUTINE DUTIES-FULL AND PART TIME STAFF

- The full time staff is responsible for ALL maintenance required to successfully run the KendallCounty Forest Preserve District properties. This includes but is not limited to the following:

Opening/closing, electrical, plumbing, carpentry, equipment operation, mechanical / equipment repairs, painting, herbicide application, prescribed burns, logging records of all restoration/herbicide efforts, tree removal, demolition/building of structures, snow removal, testing of water supplies, cleaning of all buildings, Forest/Prairie restoration, road, parking lots and trail maintenance, education, various ordering and picking up of all supplies, and mowing.

KENDALL COUNTY FOREST PRESERVE

MONTHLY REPORT – DECEMBER 2016

RESERVATIONS / Responsibilities

Harris Forest Preserve

0 Internal - 0 guests

1 External - 50 guests
Guests: Family Holiday Dinner

Jay Woods, Richard Young and Subat Forest Preserves

0 External - 0 guests
Guests:

Hoover Forest Preserve (includes Meadowhawk Lodge & KC Outdoor Education Center)

0 Internal events: 0 guests

6 External events: 159 guests
Guests: Scout Troops: T665, T533, T97, T75, T12

Meadowhawk Lodge: 2 Internal events: 16 Guests
Toddling Naturalist & Babes in the Woods Programs

KC Outdoor Education Center: Plano, Sandwich, Yorkville & outside groups.
Total Guests: 617 guests

Historic Courthouse

Internal: 0 events – 0 guests
Guests:

External: 20 events – 518 guests

Guests: ROE: Training Workshop, Bus Driver Training
Weight Control Meetings 4H, KCHSA Meetings
KC Animal Control – Orientation Meetings KC Transit Training
Forest Foundation Meeting Open House
KC Administrative – New Board Members / Mayors/Manager Meeting
Wedding Rehearsal & Ceremony

KENDALL COUNTY FOREST PRESERVE
MONTHLY REPORT – DECEMBER 2016

RESERVATIONS / Responsibilities

Responsibilities:

→ Director Assistance: I assist David Guritz on the Forest Preserve's meeting agendas, meeting packets and the posting of these items on the website and building bulletin boards. I also assist in any Human Resource activities such as Background Reports, gathering New Hire paperwork & sending to Payroll. I was Acting Director during his absence.

→ Audit: Created spreadsheet that lists all employees' Vacation, Sick/Personal & Banked Sick Hours for the Fiscal Year 2016 & sent to Bob Jones, Treasurer's office.

I review all time sheets, correcting any addition errors on hours worked & obtaining the Director's signature on the Payroll vouchers for the pay periods in December. Updated the part time hour's monthly report and sent to Glenn Campos. I created Personnel Action Notice forms for all payroll increases effective December 1, 2016.

Kim Olson & I worked together on Accounts Payables for the voucher periods in December. We reviewed all invoices and entered the vendor number and line item that was to be charged. All vouchers were entered into the system and printed out claims listing.

→ Education Program Registration: Received phone calls and e-mails regarding education programs.

→ Field Trips: Received payments for field trips and ReCPro was updated to reflect this.

→ Accounts Receivable: Entered all checks and cash received onto individual department spreadsheet. Keeping track of education program deposits for all programs, field trips, shelters and bunkhouse rentals. Credit Card transactions & checks were completed and deposited. All Ellis receipts for deposits are entered onto spreadsheet and deposit form and given to David Guritz for his signature.

→ Site Trak: (shelter & bunkhouse reservations): Reservations are still being entered into Site Trak in addition to ReCPro for scheduling purposes, but permits are being generated from ReCPro and sent out.

Becky Antrim
Administrative Assistant / Reservation Coordinator

Facility Revenue - Summary Report

Receipt Dates: 12/1/2016 - 12/31/2016

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Facility Category Forest Preserve

Facility	Room	Use Type	Revenue	Refund	Total
Hoover Forest Preserve	Blazing Star	Scout Outing	\$780.00		\$780.00
Hoover Forest Preserve	Kingfisher	Family Outing	\$375.00		\$375.00
Hoover Forest Preserve	Kingfisher	Scout Outing	\$460.00		\$460.00
Hoover Forest Preserve	Moonseed	Scout Outing	\$655.00		\$655.00
Hoover Forest Preserve	Meadowhawk Lodge	Other	\$168.75		\$168.75
Harris Forest Preserve	Shelter 4	Family Outing	\$125.00	(\$75.00)	\$50.00
Totals For Forest Preserve			\$2,563.75	(\$75.00)	\$2,488.75
Room Rental Totals			\$2,563.75	(\$75.00)	\$2,488.75

Facility Revenue - Summary Report

Receipt Dates: 12/1/2016 - 12/31/2016

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Package	Revenue	Refund	Total
Shelter 1 & 4 - Harris Forest Preserve	\$100.00		\$100.00
Package Rental Totals	\$100.00		\$100.00
Grand Totals	\$2,663.75	(\$75.00)	\$2,588.75

Course Revenue - Summary Report

Winter 2016

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Environmental Education

Public Programs

Course#	Course Title	Revenue	Actual Enroll	Max Enroll	% Full	Revenue Not Realized
1	Toddling Naturalist - Animals in Winter	\$10.00	3	16	19%	\$65.00
2	Babes in the Woods - Animals in Winter	\$35.00	8	16	50%	\$40.00
3	Toddling Naturalist: Snow Much Fun	\$15.00	4	16	25%	\$60.00
4	Babes in the Woods: Opossums	\$25.00	5	16	31%	\$55.00
5	Coffee and Chickadees	\$15.00	3	16	19%	\$65.00
6	Nature Valentines	\$20.00	4	16	25%	\$60.00
7	Babes in the Woods: Love Birds	\$30.00	6	16	38%	\$50.00
8	Toddling Naturalist: Cure for Cabin Fever	\$10.00	3	16	19%	\$65.00
Totals For Public Programs		\$160.00	36	128	28%	\$460.00
Totals For Environmental Education		\$160.00	36	128	28%	\$460.00
Grand Totals		\$160.00	36	128	28%	\$460.00



Merchandise Revenue - Summary

Receipt Dates: 12/1/2016 - 12/31/2016

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Birthday Pony Party

Item	Qty Sold	Amount Sold	Qty Refunded	Amount Refund	Net Quantity	Total
Birthday Party - Non-County	1	\$14.35	0		1	\$14.35
Birthday Pony Party		\$14.35				\$14.35

Ellis - Credit Card Revenue

Item	Qty Sold	Amount Sold	Qty Refunded	Amount Refund	Net Quantity	Total
Credit Card Revenue	1	\$4.00	0		1	\$4.00
Ellis - Credit Card Revenue		\$4.00				\$4.00

Riding Lessons

Item	Qty Sold	Amount Sold	Qty Refunded	Amount Refund	Net Quantity	Total
Riding Lessons - Individual - Non-County	1	\$45.00	0		1	\$45.00
Riding Lessons - Package - County	4	\$500.00	0		4	\$500.00
Riding Lessons - Package - Non-County	1	\$180.00	0		1	\$180.00
Sunrise Center Monthly Fee	1	\$1,600.00	0		1	\$1,600.00
Riding Lessons		\$2,325.00				\$2,325.00

Security Deposit

Item	Qty Sold	Amount Sold	Qty Refunded	Amount Refund	Net Quantity	Total
Other Rentals - Security Deposits	1	\$325.00	0		1	\$325.00
Security Deposit		\$325.00				\$325.00
Grand Totals		\$2,668.35				\$2,668.35



Kendall County Forest Preserve District, Illinois Summary of Underwriter RFP Responses

Underwriter:	Proposal Received On:	Underwriting Fee:	Estimated Additional Costs:	Estimated Interest Rate Spread to the AAA MMD (as of 1/A):	Estimated True Interest Cost (Includes proposed Spread and Expenses)	General Experience:	Specific Recent Illinois Experience with "A" Rated credits:	Notes
RBC Capital Markets	1/6/2017	\$3.45 / \$1,000		All included in the underwriting spread	2.6827%	Large national underwriter with a strong national sales force for both institutional and retail sales. Growing general experience in Illinois.	Successfully priced an A+ rated Non bank qualified issue in min-2016. Rates were attractive compared to other similar sales at the time. Nothing comparable more recent.	Interest rates seem aggressive, but potentially achievable given past performance. However, the lack of recent performance makes confirming the interest rates difficult. Working for a much smaller fee than others, adding to the lower estimated true interest cost listed.
Stifel	1/6/2017	\$4.20 / \$1,000		All included in the underwriting spread	2.6843%	Ranked 2 in Illinois for Non-bank qualified issues under \$100M by number of sales for 2016.	Served on 17 non-bank qualified Illinois issues in the "A" category in 2016. Nearly all issues were for school districts. Served as senior manager on the District's 2016 Bonds.	Proposed interest rates do not seem to be backed up by a recent sale by the firm. Recently sold a AA / AA insured community college with wider spreads than being proposed to the District. Also, recently sold a A- rated bank qualified issue at wider spreads than presented.
Robert W. Baird & Co.	1/6/2017	\$4.50 / \$1,000 (based on the offering price)		All included in the underwriting spread	2.7424%	Very large national underwriter with a very active competitive sale desk. Served on several Non-Bank Qualified issues post-election with strong results. Ranked number one in Illinois when considering both competitive and negotiated transactions.	Served on several "A" category rated non bank qualified transaction in 2016. Of the eight total, half were negotiated issues.	Proposed interest rates are very comparable with a recent Aa2 rated issue underwritten by the firm. Based on this, it would seem the interest rates are aggressive. However, the firm did competitively purchase two "A1" / Insured rated issues through these proposed rates.
Bernardi Securities	1/5/2017	\$4.25 / \$1,000		All included in the underwriting spread	2.8222%	The firm has a large amount of experience in the State as a Illinois regional firm. Consistently has completed the highest number of issues for Illinois counties.	A large amount of experience with similarly rated credits, though much of the experience is with bank qualified. Provided examples of well priced "A" rated non-bank qualified transactions, though some were slightly dated.	The Firm has performed well for the District on the past two issuances. The scale provided seems appropriate given recently sold issues.

Kendall County Forest Preserve District, Illinois Summary of Underwriter RFP Responses

Underwriter: Proposal Received On: Underwriting Fee: Estimated Additional Costs: Estimated Interest Rate Spread to the AAA MMD (as of 1/4): 2018 2019 2020 2021 2022 2023 2026 Estimated True Interest Cost (Includes proposed Spread and Expenses) General Experience: Specific Recent Illinois Experience with "A" Rated credits: Notes	Hutchinson Shockey 1/6/2017 \$4.41 / \$1,000 All included in the underwriting spread 0.55% 0.65% 0.75% 0.85% 0.90% 0.95% 1.00% 2.8298% Top ten competitive underwriter nationally. Growing experience in Illinois. Significant recent comparable experience with Illinois issuers is highlighted, both competitive and negotiated sales. Comparable non-bank qualified issues sold in the last few months demonstrate the firms ability to underwrite the issue at the proposed interest rates. Interest rates provided seem fair based on recent comparable issues the firm has completed.	DA Davidson 1/6/2017 \$4.50 / \$1,000 All included in the underwriting spread 0.75% 0.80% 0.90% 0.95% 1.00% 1.05% 1.05% 2.9026% Experience with similarly rated credits, including issues in the State. Strong pricing results on similarly rated issues sold recently. Much of the experience listed is for bank qualified bonds. Most comparable issue was sold very early in 2016. Interest rates provided seem fair to conservative based on their recent sales. The firm is carefully considering the current market volatility in its provided interest rate scale.	Fifth Third Securities 1/6/2017 \$6.00 / \$1,000 All included in the underwriting spread 0.70% 0.80% 0.90% 1.00% 1.10% 1.20% 1.30% 3.0967% Midwest presence with growing experience level in Illinois. Some recent experience, but no specific negotiated "A" rated issues to point to. Several strong sales for Kendall County issuers including the County's 2016 issue. Interest rates seem fair to conservative based on recent sales.
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Kendall County Forest Preserve District

Intergovernmental License Agreement

#01-17-001

THIS AGREEMENT is effective as of this 16TH day of May, 2017 by and between the Kendall County Forest Preserve District, an Illinois unit of local government and a political subdivision, with its principal office at 110 West Madison Street, Yorkville, Illinois 60560 (hereinafter "District") and the Grundy-Kendall Regional Office of Education, with its principal office at 109 West Ridge Street Yorkville, Illinois 60560 ("Licensee").

WITNESSETH:

WHEREAS, the District owns approximately 348 acres of land commonly known as Hoover Forest Preserve as described on Exhibit A attached hereto; and

WHEREAS, for the purpose of this Agreement, both the land owned by the District, and the land licensed by the District will be collectively referred to as the "Land;" and

WHEREAS, the Licensee has administered an education cooperative known as the Kendall County Outdoor Education Center (KCOEC) at Hoover Forest Preserve from 2007 to present that provides students, adults, and families the opportunity to participate within experiential learning activities in an outdoor setting; and

WHEREAS, the Licensee will be permitted to continue to utilize the Land for the purposes of operating the KCOEC pursuant to the terms and conditions hereof, and the District has the authority to enter into both intergovernmental agreements and license agreements for use of forest preserve lands and facilities under the provisions of the Illinois Downstate Forest Preserve District Act; and

WHEREAS, the Licensee will be permitted to utilize the Land for the purposes of operating the KCOEC pursuant to the terms and conditions hereof.

NOW, THEREFORE, in consideration of the recitals set forth above and the mutual covenants and agreements set forth below, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

SECTION 1. RECITALS. The recitals set forth above are by this reference incorporated into, and made part of this Agreement.

SECTION 2. LICENSE GRANTED – TERM. The District hereby grants to the Licensee, and the Licensee hereby accepts from the District, a license (“License”) to use a portion of the Land (“Subject Property”) for a term of five (5) years from the effective date of this agreement. This agreement shall be the only agreement between the District and Licensee. Any and all previous agreements, written or verbal, shall be considered null and void. The term of this license may be extended for an additional five (5) year term with approval by the District’s Board of Commissioners.

SECTION 3. USE OF THE PREMISES. The Licensee is permitted to conduct experiential education programming utilizing the building(s) and grounds located within the Subject Property as shown in Exhibit A – License Agreement Map. The District and the Licensee shall work cooperatively to schedule use of areas and facilities outside of the Subject Property boundaries within Hoover Forest Preserve on which the Licensee will operate the KCOEC. Use of the Subject Property may not be exclusive to the Licensee. Licensee shall use the Subject Property to operate the KCOEC in a manner consistent with the typical uses of an outdoor education center. Such uses include, but are not limited to education programs for students, family programs, scout programs, summer camp programming, and team-building programs. Licensee shall not use, or permit the Subject Property or the Land to be used for any unlawful purpose or in any manner that will unreasonably disturb neighbors or adjoining natural areas. Licensed use of the Subject Property and Hoover Forest Preserve shall comply at all times with the District’s General Use Ordinance.

SECTION 4. CONDITION OF THE PREMISES. The Subject Property will be accepted by the Licensee “as is.” The District disclaims any express or implied warranties regarding the condition on the Land or facilities licensed for use by the KCOEC.

SECTION 5. UTILITIES AND OTHER CHARGES. Licensee shall be responsible for payment of all utility costs and other charges, including without limitation gas, electric, water, telephone, sewer, septic, garbage collection, and all other fees associated with the use of the Subject Property by the Licensee for the term of this Agreement. District and Licensee agree that certain utilities and charges may be shared. In those cases, the costs will be paid by each party on a prorated basis.

SECTION 6. EXPENSES. All of the expenses related to the Licensee’s use of the Subject Property under this agreement shall be the responsibility of the Licensee, excluding the District’s obligations as expressly stated hereunder.

SECTION 7. MANAGEMENT AND OPERATION.

- A. Licensee and those utilizing the Subject Property and the Land through the programs and events of the Licensee shall follow and adhere to the General Use Ordinance of the District.
- B. Licensee shall keep the Subject Property and the Land clean and free of any litter and debris brought about by the programs and events of the KCOEC.
- C. The District shall be responsible for tree maintenance and snow removal within the Subject Property. The Licensee shall be responsible for maintaining trails, trimming, and mowing within the Subject Property.
- D. The Licensee is responsible for ensuring that the Subject Property meets all applicable safety and building codes, including conducting an annual inspection and certification of Licensee's challenge course operations and elements.
- E. Licensee shall repair and/or replace as needed any items and facilities on the Subject Property that become worn beyond reasonable wear and tear, damaged, or are in a state of disrepair so as to cause a risk of injury or damage to persons or property. This includes completing maintenance and repairs as needed to the office and classroom facility. Any hazard shall be immediately repaired, or public access restricted, to insure the safety of the public.
- F. Licensee shall not use the Subject Property to stockpile materials such as, but not limited to, topsoil, woodchips, gravel, and lumber, unless the materials are part of an ongoing improvement project.
- G. The District retains the right of review and approval for any and all applications of pesticides, fertilizers, or other chemicals onto the Land. Pesticides, fertilizers, or other chemicals used by the Licensee on the Subject Property shall be used in accordance with label directions and applied only by Operators and Applicators licensed by the Illinois Department of Agriculture. Care shall be taken by the Licensee to prevent drift or movement of any pesticide, fertilizer or other chemical onto the Land.

SECTION 8. CONSTRUCTION.

- A. Licensee, as part of this Agreement, shall have permission to develop and construct certain facilities consistent with the uses of an outdoor education center. Such facilities must be approved in writing by the District prior to construction. The District shall give notice of such approval, or disapproval, within ninety (90) days of receiving the request. Such approvals shall not be unreasonably withheld.
- B. Licensee shall provide copies of as-built drawings and documents for all improvements made to the Subject Property. The Licensee shall be responsible for ensuring that any construction activities do not substantially conflict with activities of the District and other users of the property.

SECTION 9. UNIFORM STANDARDS. The Licensee agrees to implement the design standards of the District regarding architectural standards, signage, lighting, site furnishings, and other aesthetic material in order to maintain a uniform appearance throughout the Land.

SECTION 10. PROTECTION OF NATURAL RESOURCES. The Licensee acknowledges that the Land contains significant and valuable natural resources including wetlands, prairies, woodlands, waterways, flora and fauna. The Licensee shall make the protection of these natural resources foremost in the planning, development, maintenance, and use of the Subject Property and the Land. The Licensee shall utilize best construction practices and best management practices in the planning, development, maintenance, and use of the Subject Property and the Land to minimize, as much as is reasonably necessary, any harm or negative impact on the natural areas or scenic beauty of the Subject Property and the Land.

SECTION 11. HAZARDOUS MATERIALS. From and after the effective date hereof, Licensee (a) shall refrain from violating any federal, state, and local laws, ordinances, rules and regulations that prohibit, restrict or regulate any material defined therein as a hazardous, radioactive, toxic, or carcinogenic material, substance, pollutant, or contaminant ("Hazardous Materials") in the use of the Subject Property and the Land; and (b) shall not, and shall not permit its guests, invitees or agents, to handle, bury, store, retain, refine, produce, spill, allow to seep, leak, escape or leach, pump, pour, emit, empty, discharge, inject, dump, transfer, or otherwise dispose of or deal with Hazardous Materials in, on, under, or about the Subject Property and the Land.

SECTION 12. LIMITATION OF LIABILITY; ASSUMPTION OF RISK; INDEMNIFICATION.

- A. Except as required by Illinois law, the District shall not be liable or responsible to Licensee for any damage of any kind or nature whatsoever that arises from or relates in any way to Licensee's use of the Subject Property and the Land, except for those damages arising from or caused by the willful and wanton misconduct of the District. Licensee shall notify the District in writing of any significant condition of the Subject Property or the Land that may cause bodily injury or property damage, but such notification shall not constitute transfer of any liability from the Licensee to the District.
- B. Licensee shall hold harmless, indemnify and defend the District its commissioners, officers, agents, attorneys and employees against any an all losses, expenses, claims costs, causes and damages, including without limitation litigation costs and attorneys' fees resulting or alleged to result from (a) any failure on the part of Licensee to perform or comply with any terms or conditions of this Agreement which failure extends beyond any applicable cure period, or (b) any personal injuries or death or damages to property arising from or relating in any way to the use of the

Subject Property and the Land by Licensee, or its employees, contractors, guests, invitees, or agents, including any injuries, death or damages arising from their respective acts or omissions. The provisions and obligations of this Section shall survive this Agreement and the License granted herein and shall be in addition to, and shall not be limited by, the amounts of any insurance provided by Licensee pursuant to this agreement.

- C. Except as required by Illinois law, the Licensee shall not be liable or responsible to the District for any damage occasioned by the District's failure to keep the Subject Property and the Land in good repair, and the Licensee shall not be liable to the District for any damage of any kind or nature whatsoever that arises from or relates in any way to the District's use of the Subject Property and the Land, except for those damages arising from or caused by the willful and wanton misconduct of the Licensee. The District shall notify in writing of any condition of the Subject Property and the Land that may cause bodily injury or property damage, but such notification shall not constitute transfer of any liability from the District to the Licensee.
- D. The District shall hold harmless, indemnify, and defend the Licensee, its officers, agents, attorneys and employees against any and all losses, expenses, claims costs, causes and damages, including without limitation litigation costs and reasonable attorneys' fees resulting or alleged to result from (a) any failure on the part of the District to perform or comply with any terms or conditions of this Agreement which failure extends beyond any applicable cure period, or (b) any personal injuries or death or damages to property arising from or relating in any way to the use of the Subject Property and the Land by the District, or its employees, contractors, guests, invitees, or agents, including any injuries, death or damages arising from their respective acts or omissions. The provisions and obligations of this section shall survive this Agreement and the License granted herein and shall be in addition to, and shall not be limited by, the amounts of any insurance provided by the District to this Agreement.

SECTION 13. INSURANCE.

- A. Licensee shall obtain and maintain, during the entire term of this Agreement and any hold over term, at its sole cost and expense, appropriate and adequate insurance for the term of this Agreement, as described on Exhibit B attached hereto. The District may, during the term of this Agreement, reasonably update the insurance required by the Licensee. The District shall maintain liability insurance coverage for personal injury and property damage on the Land in an amount to be determined by the District. As evidence of Coverage, each party shall provide a copy of all insurance policies or certificates of insurance to the other party on an annual basis. All such certificates of insurance shall list the other party as an additional insured.
- B. Licensee shall obtain, during the entire term of this Agreement and any hold over term, appropriate and adequate insurance from contractors, guests, invitees, agents,

vendors or the public, whose activities arise or relate in any way to the use of the Subject Property or the Land pursuant to policies reviewed and approved by the District. As evidence of coverage, Licensee shall provide certificates of insurance to the District. All such certificates of insurance shall list the District and Licensee as additional insured.

SECTION 14. ENTRY. Licensee agrees that the District, by its commissioners, officers, agents, attorneys and employees, may at any reasonable time, enter upon the Subject Property to inspect the same, to make repairs thereto, or for any other purpose related to the District's use, maintenance or interest in the Land. The District shall attempt to not disrupt any activities of the Licensee.

SECTION 15. KEYS AND LOCKS. Licensee shall supply the District keys to all locks located on the Subject Property. District shall supply Licensee with keys to locks on the Land as warranted. Both parties shall make a concerted effort to use universal locks and keys when practical.

SECTION 16. STAFF MEETINGS. The Licensee and the District shall schedule meetings on an as-needed basis on request by either the District or Licensee regarding construction, maintenance, programming, and other issues of the Subject Property and the Land.

SECTION 17. RECREATIONAL EQUIPMENT STORAGE ACCESS AND SCHEDULED USE. The Licensee and the District shall have access and scheduled use of certain recreational equipment owned by the Grundy-Kendall Regional Office of Education including canoes, canoe trailer, paddles, and safety vests. Recreational equipment shall be stored within the gated Boy Scout shop area. Licensee will be issued a key to access all shared use equipment, and Licensee and District agree to coordinate scheduling, access and use of the recreational equipment.

SECTION 18. USE OF THE DISTRICT'S 10-PASSENGER VAN. Licensee is granted in-county use of the District's 10-passenger van to transport program participants and canoes via trailer attachment to the launch and pickup site for Fox River paddling programs. During said use, District liability and automobile insurance coverage will be extended to the Licensee. Licensee general liability coverage shall be primary for all other program activities. Licensee is required to secure signed waivers from all program participants indemnifying the Kendall County Forest Preserve District.

SECTION 19. TIME OF ESSENCE. Time is of the essence in the performance of the terms and conditions of this Agreement.

SECTION 20. ASSIGNMENT.

- A. Licensee shall not re-license the Subject Property, nor shall Licensee assign this Agreement, or any of Licensee's rights or obligations hereunder, to any other party without prior written consent of the District.
- B. It is mutually agreed that Licensee is an independent entity, is not an employee or agent of the District, and is not subject to the supervision or control of the District, except in those areas identified in this Agreement.

SECTION 21. REMOVAL OF LIENS. Licensee shall, and without any charge to the District, keep the Subject Property and the Land free of any and all liens or encumbrances in favor of any person whatsoever for or by reason of any equipment, material, supplies, or other item furnished, labor performed, or other actions done in connection with Licensee's use or occupancy of the Subject Property and the Land (collectively, a "Lien"). If, due to the actions of Licensee, the Subject Property and the Land becomes, at Licensee's direction, encumbered with any Lien, Licensee shall remove such lien promptly or promptly cause the title insurance company to insure over such lien, in any event, not later than thirty (30) days after being directed to do so in writing by the District. The District shall have the right to remove or satisfy any Lien upon the Subject Property and the Land at any time, after such thirty (30) day notice to Licensee, and may recover from Licensee any amount that the District incurs to remove or satisfy such Lien, including the costs, expenses, reasonable attorney's fees and administrative expenses incurred by the District in connection therewith or by reason thereof.

SECTION 22. COMPLIANCE WITH LAWS. Licensee shall occupy the Subject Property in full accordance with all applicable laws, statutes, rules, regulations, ordinances, and requirements, and is prohibited from undertaking any activities in violation of such laws, statutes, rules, regulations, ordinances and requirements.

SECTION 23. APPLICABLE LAW. Regardless of the place of its physical execution, this Agreement shall be interpreted under and governed by the laws of the State of Illinois and venue shall be the County of Kendall.

SECTION 24. ENFORCEMENT COSTS. In the event either party brings an action to enforce the covenants, terms and conditions to be performed under this Agreement, the prevailing party shall be entitled to recover its reasonable costs, attorneys' fees and expenses. Either party is free to pursue any legal remedies at law or in equity.

SECTION 25. DISPUTE. Notwithstanding the terms and provisions of this Agreement, in the event that a dispute may arise between the District and the Licensee for any issue not specifically addressed in this agreement, the District shall possess the final decision making authority.

SECTION 26. SEVERABILITY; WAIVER. If any provision of this Agreement shall be held invalid, the validity of any other provision of this Agreement that can be given effect without such invalid provision shall not be affected thereby. The waiver of one breach of any term, condition, covenant, or obligation of this Agreement shall not constitute approval for any subsequent breach thereof.

SECTION 27. EXTENSION. The District and Licensee shall, with the written approval of both the District and Licensee, extend this Agreement in term length.

SECTION 28. AMENDMENT. This Agreement may be amended or revised with the written approval of both the District and Licensee.

SECTION 29. TERMINATION.

- A. If, at any time during the term of this Agreement, either party fails to comply with, or fails to fulfill any of the terms or conditions of this Agreement, which failure is not cured within ninety (90) days after written notice from the other party or such longer period as may be reasonably necessary to cure such failure, the aggrieved party shall have the right, as its sole and exclusive remedy, to terminate this Agreement.
- B. Immediately upon termination of this Agreement, for whatever reason, all rights granted to the Licensee here under shall revert to the District, and the District shall have the right, at its sole and absolute discretion, to re-license the Subject Property.
- C. Upon termination of this Agreement, Licensee shall remove all equipment and property owned by the Licensee from the Subject Property and the Land that is not a permanent part of the Land or the buildings and facilities thereon.

SECTION 30. NOTICES. All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed received by the addressee thereof when delivered in person on a business day at the address set forth below or on the third business day after being deposited in any main or branch United States Post Office, for delivery at the address set forth below, by properly addressed, postage prepaid, certified or registered mail, return receipt requested.

Notices and communications to the District shall be addressed to, and delivered at:

Kendall County Forest Preserve District
110 W. Madison Street
Yorkville, IL 60560
Attention: Director

Notices and communications to the Licensee shall be addressed to and delivered at:

Grundy-Kendall Regional Office of Education
109 West Ridge Street
Yorkville, IL 60560
Attention: Superintendent

By notice complying with the requirements of this Section, Licensee and the District each shall have the right to change the address or addressee or both for all future notices to it, but no notice of a change or address or addressee shall be effective until actually received.

SECTION 31. LICENSE ONLY GRANTED. This agreement grants only a license and licensed use the Land under the terms and conditions stated above. Nothing in this Agreement shall be construed to convey to Licensee any legal or equitable interest in the Land.

SECTION 32. AGREEMENT IN DUPLICATION. This agreement is executed in duplication and each party shall retain one completely executed copy, each of which is deemed an original.

IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED THIS Agreement to be executed, effective as of the date first written above.

Grundy-Kendall Regional Office of Education
109 West Ridge Street
Yorkville, IL 60560

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

By: _____
Christopher Mehochko, Superintendent

By: _____
Judy Gilmour, President

Attest: _____

Attest: _____
Elizabeth Flowers, Secretary

Exhibit A

License Agreement Map

Office and classroom facility, sidewalks, storage sheds, trails, and teams challenge course at Hoover Forest Preserve



Exhibit B Insurance Requirements

General Liability

Each Occurrence	\$1,000,000
Medical Expenses	\$1,000
Personal Injury	\$1,000,000
General Aggregate	\$3,000,000
Products	\$1,000,000

Excess/Umbrella Liability

Each Occurrence	\$2,000,000
Aggregate	\$2,000,000

Workers' Compensation and Employers' Liability

Workers' Compensation	Statutory Limits
E.L. – Each Accident	\$2,500,000
E.L. – Disease – Each Employee	\$2,500,000
E.L. – Disease – Policy Limit	\$2,500,000

Kendall County Forest Preserve District
 2017 Farm License Agreements
 11-Jan-17

Forest Preserve Property ID	Licensee	2017	FY 2017 Base Rent Calculations	Acres	FY 2016 Base Rent Projections	Additional Amounts Included	2017 Contract Notes
Sandstrom	Roberts, D. & D.	\$170	\$6,970.00	41	\$6,970.00	Yield payment	No changes.
Baker	Connell	\$203	\$12,361.65	61	\$12,361.65	Yield payment	No changes.
Lee - Millbrook North	Mathre	\$200	\$30,362.00	157.31	\$31,462.00	Yield payment	Contract includes yield payment, utility payment, use and maintenance of grain dryers.
Lee - Millbrook South		\$215	\$25,494.70	118.58	\$25,494.70	Yield payment	
Millington		\$180	\$22,933.80	127.41	\$22,933.80	Yield payment	
Henneberry	Collins	\$195	\$18,525.00	95	\$18,525.00	Yield payment	Soybean production in 2017 to support cropland conversion.
Henneberry	Ormiston	\$175	\$656.25	3.75	\$656.25	No yield payment	Reduction from \$195 per acre to \$175 - no yield payment.
Fox River Bluffs	Toftoy	\$300	\$29,826.00	99.42	\$29,826.00	No yield payment	Soybean production in 2018 and 2019 to support cropland conversion. Joint contract covers KC Hwy. Department acres with concurrent KC Board approval.
Baker	Connell	50/50 hay crop share	N/A	22.75	N/A	No yield payment	Maintain small bale licensee purchase cost to \$3.50 per small bale. Storage provision at \$1 per bale + delivery @ \$3.00 per mile travel expense reimbursement.
FY 16-17 Budget Calculations							
2016 Total Base Rent			\$148,229.40	2016 Billing Notes			
Grain dryer use - Mathre			\$150.00	Total base rent received			
Utility reimbursement - Mathre			\$1,754.84	In process (73K bushel total production in 2015)			
2016 Yield payment -			\$141.32	In process			
Sale of hay surplus			\$3,987.00	Sandstrom - Roberts			
Negotiated hay storage fee			(\$875.00)	1197 total bales less District inventory retained (\$2,481.93 due)			
Hay field fertilizer per contract			(\$630.07)	Storage of 635.5 small bales District retained inventory for 2017 (\$125 per month @ 7 months) - deducted from final invoice			
Total 2016 farm license revenue			\$153,632	Deducted from final invoice.			
FY 16-17 Budget			\$161,030				



Top Notch Rental Services

10s185 Schoger Dr. Ste 89, Naperville, IL 60564

Phone: (630) 999-3000

Website: topnotchrentalservices.com Email: info@topnotchrentalservices.com

TOP NOTCH
RENTAL SERVICES

FOR QUOTE ONLY

Bill To

Ellis House & Equestrian
Marty Vick

Ellis House & Equestrian
13986 McKanna Rd
Minooka, IL 60447

Phone: (815)475-4035

Fax:

Deliver To

Ellis House & Equestrian
13986 McKanna Rd
Minooka, IL 60447

Contact Person

Marty Vick

Phone: (815)475-4035

Cell Phone:

Quote No: Q1054

Quote Date: January 5, 2017

Written By: Al Meister

Delivery: Apr 03, 2017 9am - 5pm

Event Starts: Apr 03, 2017 12:00 am

Event Ends: Oct 31, 2017 11:59 pm

Pick-up: Oct 31, 2017 9am - 5pm

Delivery Method: Delivery/Setup Full

Qty	Description	Size	Unit Price	Bill. Days	Total
Fans					
8	Fan - 12" Versa Cool Fan		\$0.00	1	\$0.00
Lighting					
6	Lighting - Globe Chandelier		\$0.00	1	\$0.00
4	Lighting - Pole Bracket		\$0.00	1	\$0.00
8	Lighting - 36" Mounting Bracket		\$0.00	1	\$0.00
1	Lighting - 2000 Watt Dimmer		\$0.00	1	\$0.00
Sidewalls					
11	Sidewall - 7' x 20' - Window - P		\$0.00	1	\$0.00
Tents					
1	Tent - 40' x 80' - Pole <i>All Tents Require An Additional 5' Around Perimeter To Be Properly Secured. Please Ensure The Location Of Installation Is Completely Unobstructed And All Animal Waste Is Removed Prior To Delivery.</i>		\$0.00	1	\$0.00
Z Misc					
1	Misc - Package Deal <i>This Is A Package Deal For Full Season Rental. All Maintenance To Be Performed By Top Notch Rental Services As Needed.</i>		\$14,500.00	1	\$14,500.00

Order Subtotal: \$14,500.00

Damage Waiver (5.00%): \$725.00

Delivery Charge: \$30.00

TOTAL: \$15,255.00

THIS IS A QUOTATION ONLY
NO ITEMS ARE RESERVED AT THIS TIME
PLEASE REPLY TO THIS EMAIL IF YOU WISH TO PROCEED
OR YOU MAY CALL (630) 999-3000 TO SECURE YOUR ORDER
WE LOOK FORWARD TO EXCEEDING YOUR EXPECTATIONS!

**KENDALL COUNTY FOREST PRESERVE DISTRICT
JOB DESCRIPTION**

CLASS TITLE: Natural Resources Technician
WAGE CATEGORY: FLSA Non-Exempt
REPORTS TO: Superintendent of Grounds and Resources
EFFECTIVE DATE: January 17, 2017

SUMMARY:

Responsible for performing a variety of natural areas management and grounds maintenance duties throughout Kendall County Forest Preserve District Property. This position reports to the Forest Preserve Superintendent.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

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

- Performs a variety of horticultural tasks including, but not limited to, mowing, edging, aerating, trimming, fertilizing, controlling weeds, seeding and maintaining natural areas, trimming, planting, and pruning trees and shrubs, and treating and removing exotic and invasive species.
- Gathers, loads and hauls refuse and vegetation from grounds and user areas.
- Regularly uses, maintains and repairs tools of the trade (both powered and non-powered equipment) including, but not limited to chainsaw(s), mowing equipment, and other mechanical hand tools.
- Hauls and moves materials and supplies, as needed, for District and public use.
- Repairs and maintains District trails by performing duties including, but not limited to, removing fallen trees and limbs; repairing any damage caused by erosion or other factors; and installing wood chips, limestone screenings, and other trail surfaces.
- Collects GIS data for spreadsheet entry and management, including mapping of natural area plant communities, ecotypes, and threats.
- Supports Grounds and Natural Resources maintenance activity assignments, which may include:
 - Safe and effective operation and maintenance of District equipment including, but not limited to, small dump trucks, sod cutters, rototillers, chain saws, and trimmers.
 - Repairs plumbing, electrical, HVAC, carpentry, and paint, as needed, at District facilities and structures.
 - Set up for events and volunteer work day functions; and ensuring facilities are clean and work day equipment preparations completed prior to the start of restoration work days.
 - Locates and removes refuse from District property.
- Performs controlled burns, brush removal, seed collecting, and other natural area management tasks.
- Supervises volunteers and the general public participating in natural area management workdays.
- Participates in emergency preparedness and response activities as assigned.
- Communicates District rules and regulations to the public, staff, and volunteers.
- Performs other duties as required or assigned.

SUPERVISORY RESPONSIBILITIES:

- No supervisory responsibilities beyond supervising volunteers and the general public participating in natural area management workdays.

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:

- Bachelor's degree in natural areas management and/or natural resources preferred.

- A minimum of two (2) years experience in natural area and grounds resource management or similar role, or equivalent combination of training and experience.
- Knowledge of grounds maintenance tools and equipment use.
- Completion of all assigned equipment and natural areas management training.

B. LANGUAGE SKILLS:

- Ability to read and interpret documents such as governmental regulations, material safety data sheets, equipment operating instructions, and procedure manuals.
- Ability to write routine reports and correspondence.
- Ability to speak effectively with the public, employees, and volunteers.
- 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 volumes.

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 Drivers' License and any other licenses/certifications necessary to operate District tools and equipment.
- A valid Illinois Pesticide Applicators License or, in the alternative, obtain a valid Illinois Pesticide Applicators License within the first 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 frequently lift and/or move up to 50 pounds, and occasionally up to 75 pounds.
- Employee must be able to use hands and fingers to 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 occasionally to frequently loud due to equipment operational noise.
- Employee must be able to perform all assigned job duties during normal business hours and after normal business hours, including weekends and holidays as required in the event of an emergency, special event, or restoration work day.
- Employee will be required to work in both indoor and outdoor work areas and in all weather conditions.
- Employee will be required to have frequent contact with animals, nature, volunteers, and other members of the general public.
- Employee may be exposed to various chemicals such as pesticides and fertilizers while performing assigned job duties.

FINAL DRAFT - Committee of the Whole Review

- Employee will be required to operate a motor vehicle, and other heavy equipment to perform assigned job duties.
- Employee will be required to provide his or her own transportation to travel to and from meetings, training, conferences, and the 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