

frmPrtClaim	Vendor#	Name	Invoice #	Description	Date	Budget #	Account Description	Dist	Amount
151	190816	SHAW MEDIA	04/30/17	DUMP TRUCK BID-AD	05/25/17	27020006209	LEGAL PUBLICATIONS	bantrim	43.80 43.80*
152	011359	AMEREN IP	05/15/17-MS	MILLBROOK SOUTH	05/25/17	27020006351	ELECTRIC	bantrim	43.28
153	030794	CHAMPION ENERGY, LLC.	05/02/17-MULT	HARRIS ARENA	05/25/17	27020006351	ELECTRIC	** bantrim	4.27
154	030794	CHAMPION ENERGY, LLC.	05/02/17-MULT	HARRIS	05/25/17	27020006351	ELECTRIC	** bantrim	31.56 79.11*
155	190816	SHAW MEDIA	04/30/17	WEDDING PAGE-APRIL	05/25/17	27020006843	PROMOTION/PUBLICITY	bantrim	59.99
156	220564	VESCO REPROGRAPHIC	R81652	CAMP BANNERS	05/25/17	27020006843	PROMOTION/PUBLICITY	bantrim	387.00 446.99*
ELLIS HOUSE									888.89*
157	030794	CHAMPION ENERGY, LLC.	05/02/17-MULT	ELLIS HOUSE	05/25/17	27021007076	UTILITIES - ELLIS HOUSE	** bantrim	181.60 181.60*
158	130506	MENARDS	78976	ELLIS MAINT. SUPPLIE	05/25/17	27021007080	GROUND & MAINT - ELLIS H	bantrim	64.39
159	130506	MENARDS	78681	AIR HOSE, CLEANER	05/25/17	27021007080	GROUND & MAINT - ELLIS H	bantrim	43.99
160	130506	MENARDS	78323	ELLIS CLEANING SUPPL	05/25/17	27021007080	GROUND & MAINT - ELLIS H	bantrim	72.48 180.86*
ELLIS BARN									362.46*
161	101297	JOHN DEERE FINANCIAL	05/01/17	ELLIS SUPPLIES	05/25/17	27021017080	GROUND & MAINT - ELLIS B	** bantrim	178.74
162	130506	MENARDS	78867	ELLIS-EARMUFF,FOLDAB	05/25/17	27021017080	GROUND & MAINT - ELLIS B	bantrim	24.99 203.73*
ELLIS GROUNDS									203.73*
163	030540	CENTRAL LIMESTONE CO INC	9282	ELLIS ROAD GRAVEL	05/25/17	27021027080	GROUND & MAINT - ELLIS G	dguritz	91.37
164	265084	MARTY VICK	MV-MAY 2017	WEEDWACKER REPAIR	05/25/17	27021027080	GROUND & MAINT - ELLIS G	bantrim	65.00 156.37*
SUNRISE CENTER									156.37*
165	101297	JOHN DEERE FINANCIAL	05/01/17	ELLIS ANIMAL SUPPLIE	05/25/17	27021147082	ANIMAL CARE/SUPPLIES - SU	** bantrim	111.92
166	101297	JOHN DEERE FINANCIAL	05/01/17	ELLIS ANIMAL SUPPLIE	05/25/17	27021147082	ANIMAL CARE/SUPPLIES - SU	** bantrim	193.03 304.95*
HOOVER									304.95*
167	140937	NICOR	5/11/17-HOUSE	HO HOUSE	05/25/17	27022006860	HOOVER - GAS	bantrim	38.36
168	140937	NICOR	5/11/17-HO MAIN	HO MAINT. BLDG	05/25/17	27022006860	HOOVER - GAS	bantrim	45.48

Vendor#	Name	Invoice #	Description	Date	Budget #	Account Description	Dist Amount
190 190563	SERVICE SANITATION, INC	7336527	PORTABLE RESTROOMS	05/25/17	27025006847	REFUSE PICKUP - GROUNDS &	130.00 130.00*
191 140937	NICOR	5/11/17-HA	HARRIS	05/25/17	27025006848	GAS - GROUNDS & NATURAL R	81.39 81.39*
192 060304	FIRST NATIONAL BANK OMAHA	04/29/17-DG	WATER-HARRIS	05/25/17	27025007089	SUPPLIES - SHOP	29.91 29.91*

Total GROUNDS & NATURAL RESOURCES 540.48*

bantrim
bantrim
** bantrim

frmPrctClaim

Kendall County

COMBINED Claims Listing

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2:30:39 PM

05/18/17

Vendor# Name

Invoice #

Description

Date

Budget #

Account Description

Dist Amount

FP BOND PROCEEDS 2007

246 011311	AMALGAMATED BANK OF CHICAGO	1855720005	ADMIN FEE-2015 BOND	05/25/17	95020006850	PROJECT FUND EXPENSES	475.00	bantrim
247 011311	AMALGAMATED BANK OF CHICAGO	1856060001	ADMIN FEE-2016 BOND	05/25/17	95020006850	PROJECT FUND EXPENSES	475.00	bantrim
							950.00*	

Total FP BOND PROCEEDS 2007

950.00*

GRAND TOTAL

\$8,135.32

To: Kendall County Forest Preserve District Finance Committee

From: David Guritz, Director

Date: May 25, 2017

RE: Establishment of an Endowment Fund for the District

Attorney Lisa Coffey has completed review of the process for establishing an Endowment Fund for the District, and whether investment earnings within the Subat Project Fund sub-account could be used towards other Endowment Fund purposes.

In researching 70 ILCS 805/13.7 and 70 ILCS 805/23, Lisa Coffey states that the investment earnings will need to remain in the Subat Project Fund subaccount until the Nature Center building project is completed in the Subat Forest Preserve District in memory of Mary M. Subat.

Section 13.7 does address that the funds may be used for another purpose or become a part of general fund of the district in a subsequent year provided the purpose for which the funds were originally appropriated has been completed.

Therefore, until the Nature Center is completed, the funds and any interest earned relative to said funds need to remain in the Subat Project Fund subaccount of the Endowment Fund. Once the project is completed, if there are remaining funds, provided the law hasn't changed, there could be consideration in subsequent years of using funds for another purpose.

Recommendations:

1. Transfer and deposit the Subat Project Fund balance to The Illinois Funds, the Illinois State's Treasurer's Office local government investment pool.
2. Establish an Endowment Fund for the Kendall County Forest Preserve District, with the Subat Project Fund treated as a subaccount of the Endowment Fund, with investment earnings credited towards the Subat Project Fund subaccount.

SPECIAL DISTRICTS

(70 ILCS 805/) Downstate Forest Preserve District Act.

(70 ILCS 805/13.7)

Sec. 13.7. Endowment Fund. Each forest preserve district may create, maintain, and increase a separate fund to be known as the "Endowment Fund" to pay all costs and expenses incurred or anticipated by the forest preserve district for the long-term maintenance and improvement of forest preserve facilities and lands, and for the future purchase of real property. Only one "Endowment Fund" may be created by a forest preserve district, but the fund may provide for the collection, maintenance, investment, and expenditure of monies for more than one purpose. All revenues deposited in the Endowment Fund shall be designated by purpose and appropriated and expended for the purpose for which it was designated. No appropriation in the Endowment Fund shall lapse, and the monies received and designated for a specific purpose shall not become part of the general funds of the district or considered an asset available for appropriation for another purpose in a subsequent year unless the purpose for which the monies were originally appropriated has been completed. Revenues deposited in the Endowment Fund must come from private sources, whether received before, on, or after the effective date of this amendatory Act of 1995. No revenues shall come from any Federal, State, or local government source, except for those received as a result of agreements obligating the district to the long-term maintenance of improvements constructed on district lands. The Fund shall be audited annually by a licensed certified public accountant.

(Source: P.A. 89-119, eff. 7-7-95.)

To: Kendall County Forest Preserve District – Finance Committee

Cc: Eric Weis, State's Attorney
Leslie Johnson, Assistant State's Attorney

From: David Guritz

RE: McDaniel's Property Inspection Results

Date: May 25, 2017

A follow-up inspection of the McDaniel's property jointly-owned by the District and Village of Minooka (Parcel# 09-34-300-010) was completed on May 25, 2017.

The inspection was performed by David Guritz, Director, Dan Duffy, Administrator, Village of Minooka, and Police Chief Justin Meyer, Village of Minooka.

The inspection revealed the following encroachments:

1. Post holes remain from encroachment activities documented in 2015 (cattle fencing installation with livestock present).
2. Agricultural crops have not been planted as documented in 2016, but grazing and/or mowing of the field area has continued.
3. The District's access corridor cable gate, posts, and lock have been removed.
4. Additional turf impacts caused by vehicular travel were noted within the cleared woodland access corridor and pathway to the field area.
5. Chain link livestock fencing with livestock present on District/Village property persists.
6. Outbuilding encroachments onto District/Village property persists (to be formally documented by Village of Minooka surveying activities in June, 2017).
7. Additional road fill material has been dumped onto the District/Village turf access corridor, with 2 vehicles parked within the access corridor at the time of the inspection.

Based on the recommendation of the State's Attorney's Office, a cease and desist letter will be developed and sent via certified mail to the adjacent property owner on behalf of the Kendall County Forest Preserve District and Village of Minooka.

To: Kendall County Forest Preserve District Finance Committee

From: David Guritz, Director

RE: Comparison of Costs for a Pickup Truck Mounted Fuel Tank v/s Tank Repair Costs at Hoover Forest Preserve for Onsite Fueling

Date: May 24, 2017

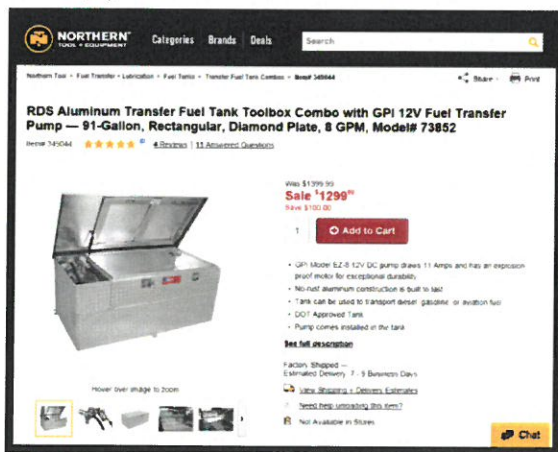
Below, please find quotes for pickup mounted fuel transfer tanks ranging from \$679.00 (Rural King) to \$1,299.00 (Northern Tool and Equipment).

This would be a 3-season only solution. During the winter months, the Tornado Salt Spreader mounted in the Hoover F-250 pickup bed, which would require removal of the fuel transfer tank.

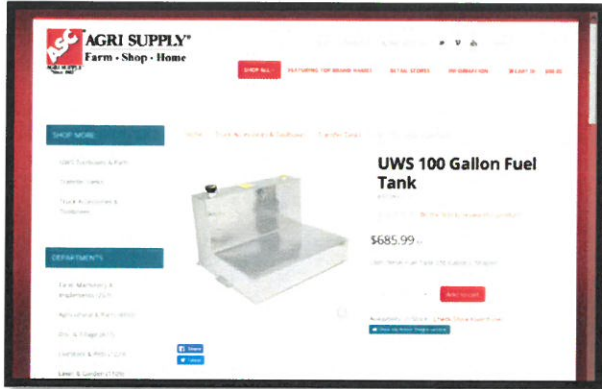
The cost range for a pickup-mounted fuel transfer tank is comparable to the restoration of the 500 gallon tank located on site at Hoover (\$898.00 + electrical inspection and hookup).

For long-term site needs and efficiencies, District staff recommends approval of the 1,000 gallon on-site split tank for a cost of \$1,771.00. The tank will be considered as owned by the District, and the remaining 500 gallon tank will be removed by GRAINCO FS to reduce costs and potential liability.

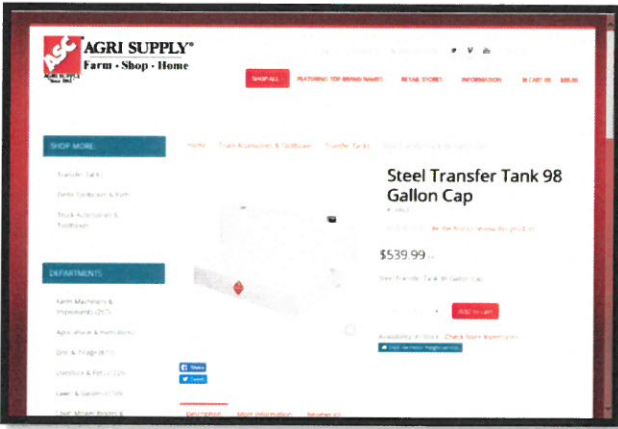
RDS Aluminum Transfer Fuel Tank Toolbox Combo with GPI 12V Fuel Transfer Pump — 91-Gallon, Rectangular, Diamond Plate, 8 GPM, Model# 73852
Cost: \$1,299.00 + S&H



**UWS Diesel Fuel Tank 100 Gallon L-Shaped –
Cost: \$685.00 + Fuel Pump + S&H**



**Steel Transfer Tank 98 Gallon Cap
Cost: \$539.99 + Fuel Pump + S&H**



Rural King – Over the Phone Quote

96 gallon \$329.99

12V Pump \$349.00

To: Kendall County Forest Preserve District – Finance Committee

From: David Guritz, Director

RE: Harris Shop Roof Repair Proposals

Date: May 25, 2017

The District is working to secure a contractor to repair the Harris Shop roof. The roof is beginning to leak. Repairs are needed to prevent rotting of structural members and mold growth.

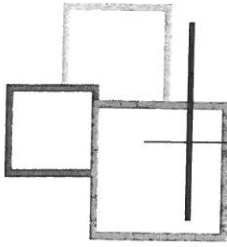
Three proposals were received.

A&B Exteriors submitted a proposal for full roof replacement, but would not extend a proposal for repairs.

Of the two repair proposals received, Advanced Roofing, Inc. of Yorkville provided the low cost proposal totaling \$2,487.00 for refastening and sealing the existing metal roof, with no material and labor guarantee extended with the proposal.

The repair proposal and scope of work received from Ultimate Roof Coaters of Aurora includes a 10-year material and labor guarantee, and includes power washing and wire brushing of the roof's heavy rust areas, refastening and sealing all damaged seams, ealing all rusted areas with roofing membrane, and painting the roof for longer-term protection for \$3,500.00.

District staff recommends approval of a motion to forward the Ultimate Roof Coaters proposal in the amount of \$3,500.00 to Commission for approval based on the detailed scope of work extended, and 10-year material and labor warranty for the work performed.



Ultimate Roof Coaters

**Industrial & Commercial Exterior Coatings
Metal Roof Restorations & Flat Roof Restorations
Leak Repair & Siding Repair**

Proposal

TO:

Kendall County forest preserve
Yorkville IL

Proposal #1722
Date 5/1/17

We hereby propose to provide the material and labor for the completion of

Morton Roof and gutters

1. Pressure clean roof with 4000 psi. Wire Brush all heavy rust. Tighten loose fasteners replace missing or stripped fasteners with oversized screws. Seal all damaged seams with Lucas 5500 seam sealant. Seal all areas rusted through with Peal & Seal roof membrane. Seal around all membrane and all fasteners with Geocel 2330 metal sealant. Seal all vents and pipes with Geocel 2015 LFR. Prime entire roof with Sherwin Williams Kem Bond HS. Coat entire roof with Sherwin Williams Metalatex Pro Industrial coating

10 year material & labor warranty

Material & Labor three thousand five hundred dollars \$3,500

2. Remove gutters and down spouts. Install all new 6 in seamless gutters with two downspouts per side

Material And labor twelve hundred dollars \$1,200

Proposal valid for 15 days.

Proposal prepared by Bernie Hamilton

Payment to be made as follows upon completion

To accept this quotation, sign here and return: _____

Industrial Commercial Exteriors
Owner Bernie Hamilton
Cell 630 776 8580
WWW.UltimateRoofCoaters.com

3015 E New York St Unit A2-162
Aurora IL 60504

Phone: 800 409 3312
E-mail: uroofc@gmail.com



www.FORROOF.com
1-630-ROOFING
(766-3464)

Estimate Especially Prepared For:

Kendall County Forest Preserve

David Guritz
10460 Route 71
Yorkville, IL 60560

May 8, 2017

Scope of Work: Complete Morton Building

Project Manager: Larry Savage

David,

Thank you for considering **Advanced Roofing Inc.** We have familiarized ourselves with the building, taken measurements and made our assessments. We have strived to fully evaluate the job and your needs, if we have omitted anything, please bring it to our attention.

JOB DURATION:

You should anticipate 2 working days for us to complete your new roof.

INSURANCE:

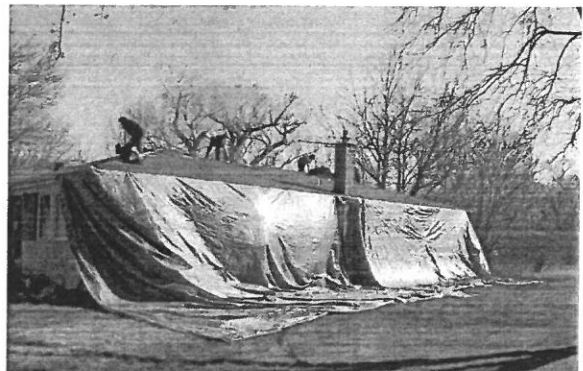
All work involved within the following proposal is covered by Workman's Compensation, Public Liability and Property Damage insurance's. **Insurance Is Very Important!! If a workman is injured on your property and the Contractor does not have insurance, you will be held liable. To insure you are cleared of this liability make sure the certificates are sent directly to you from the contractor's insurance agent.**

QUALITY CONTROL:

Our Customer Service Managers steadily monitor the job while in progress for quality assurance. **Should you notice anything out of the ordinary, please bring it to our attention.**

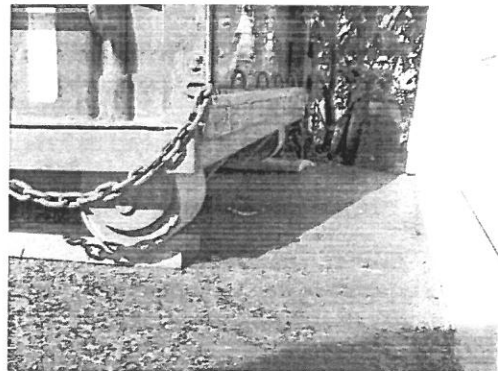
SET-UP:

Tarps will be utilized to protect the building walls/windows, shrubbery, plants, decks/patio's, lawn and bedding decorations. If possible, attach a large tarp that covers the entire side of the building, from the roof to the ground.



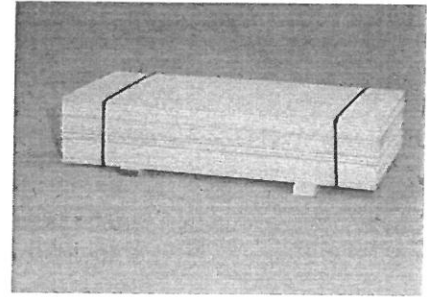
DUMPSTER/DRIVEWAY:

Wood rail curbs are placed on the driveway underneath the dumpster to avert minor damages and scarring.



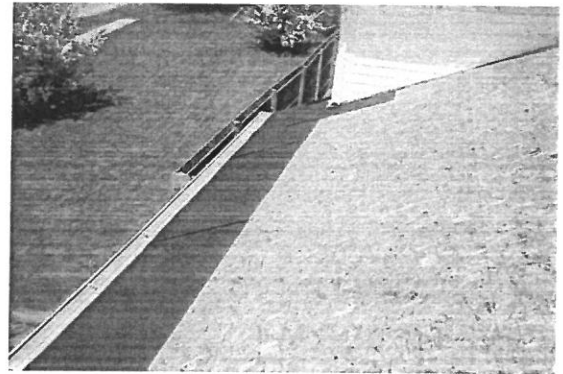
SHEATHING:

Furnish and install a layer of plywood sheathing over the entire roof surface.



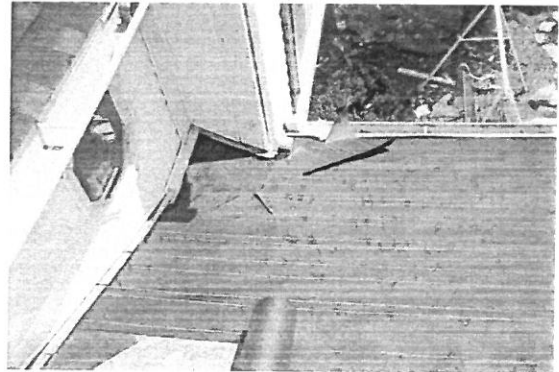
ICE & WATER BARRIER:

Provide and install two 36" rows of protection @ all gutter edges.



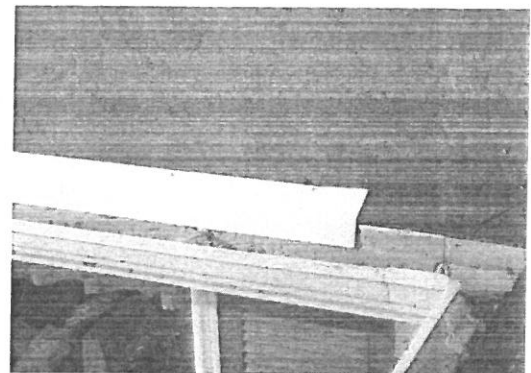
ROOF DECK PROTECTION UNDERLAYMENT:

Over the remaining exposed sheathing, install a synthetic shingle felt. **Underlayment is critical as it is an extra layer of protection between your shingles and the roof deck.**



EDGE FLASHING:

Install aluminum flashing at all edges as needed. **This material creates a clean, crisp edge that seals out blown in rains and snows.**



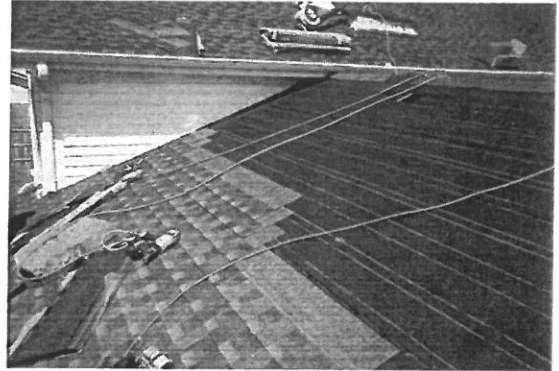
STARTER SHINGLES:

Furnish and install starter shingles @ all gutter edges.

SHINGLES:

Install new shingles as specified below. The shingle roofing system will be installed following the manufacturer current specifications.

Shingles to be fastened with (6) six 1 ¼" roofing nails, in lieu of the industry standard (4) four.



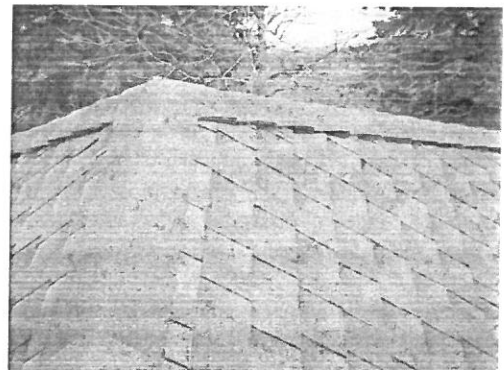
ATTIC VENTILATION:

Remove attic vents, cut in and install new vented ridge cap @ peak.



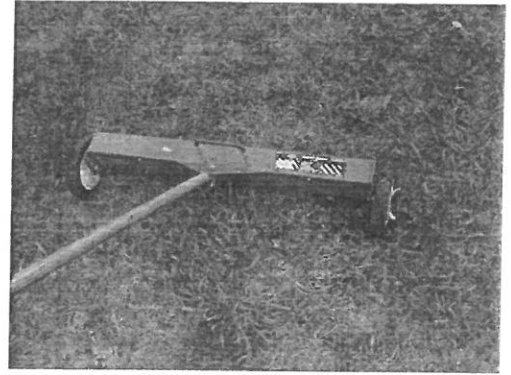
HIP & PEAK RIDGE CAPPING:

Install self sealing capping beginning at the bottom of a hip or at either end of a peak. Capping to have (2) two nails per each and have a 5" exposure.



CLEAN-UP:

Pick-up and haul all roof related debris off ground. Our crews clean up on a daily basis and even use a 36" wide magnet on wheels to roll over the entire work area @ the end of each clean-up.



Upon completion of all shingle work, verify and perform the following:

All gutters are properly secured and cleaned out. Flanges of all vents and flashings are secure and all nail heads are caulked. Remove all debris from gutters, roof and ground and haul all roof related debris.

NOTE: Choosing one of the following shingle choices represent a total cost for all of the above described specifications. It would be your final price, plus any rotten wood repairs, if found, any options chosen on the following page and building permit fees.

Architectural Shingle Choice:

- GAF Timberline - \$12,360.00

Option:

- Pull loose nails, install oversized screws and caulk all exposed fasteners with premium metal roof sealant. No guarantee. **Cost: \$2,487.00 Accepted:_____ Date_____**

If the preceding proposal meets with your satisfaction, the signed remittance copy shall be returned back to us. The entire investment sum, plus any extras incurred and/or options chosen will be due in full upon completion. Unpaid balances after 30 days of completion will carry a service charge of 2% per month.

Advanced Roofing Inc. shall not be responsible to determine structural soundness of the existing roof structure and/or the driveway and shall have no liability for drywall cracks, splits, nail pops or driveway damages to support persons and materials, whether it occurred before, during or after the performance of the outlined work. Advanced Roofing Inc. will only be responsible for damages in as much as they were negligent to carry out work. We will not be responsible for leakage due to ice damming, clean up attic area, if skylights are reused they will not be under warranty if leaking occurs, interior work may need to be done if skylight is replaced with a new model and it's the home owner's responsibility if any interior trim need to be done.

It is the responsibility of the Owner's, Occupants, Tenants, or Residents of the property to provide interior protection of all contents from dust, dirt, and asphalt or coating drips, which may occur as a result if the roofing work. Owner and all employees or residents of the premises must move automobiles away from the premises during construction activities.

This contract does not include any mold, lead or asbestos abatement, removal or cleaning. If mold, lead or asbestos is found on the premises, any cost to abate, remove, or clean shall be paid by owner of the property as an extra. In addition, any warranty given to you under this contract does not include the cost to abate, remove or clean mold, lead or asbestos that may be found on the premises in the future.

New roof system is guaranteed for five years from date of application against leaks that may occur to poor workmanship.

In the event of default of payments to Advanced Roofing Inc., the owner or owner's agent agree to pay for any past due account balances owed, including court costs, reasonable attorney fees and other related expenses.

Advanced Roofing Inc. may withdraw this proposal, if not accepted within 14 days of preparation.

May 8, 2017

Date _____

(Larry Savage—President)
Illinois State License 104-011690

Date _____

(Accepted By-Owner or Owners Agent)

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be as stated in the terms of this agreement.



3775 Drew Ave., Sandwich, IL 60548 >> Phone: 815-786-3100
 >> Fax: 866-634-3168 >> IL Lic# 104.015799

PROPOSAL

04/14/17

Kendall County Forest Preserve
 Harris Hill- Morton Building Shop
 Rt. 71
 Yorkville, IL 60560

Attn: Kim Olsen

The following work is proposed for the above address:

Metal Roof Replacement:

- Remove metal roof (1 layer) and haul away
- *If foam underlayment needs to be replaced, cost of \$40/sheet will incur. To replace all the foam board (84 sheets) cost, maximum replacement cost would be \$3,360.00
- (Price Includes up to 3 sheets of sheathing to match existing, additional sheathing @ \$40/sheet, to replace all plywood (84 sheets) maximum would be \$3,360.00)
- Install synthetic underlayment, Install ice & water shield on all roof lines & valley's
- Install metal ridge vent for proper ventilation
- Remove & replace drip edge Color: _____
- Install new Pro-Rib Metal Roof (28 sqs total) Color/Brand: _____
- Pull all necessary permits

Total Cost of all Roof Work Proposed on barn: \$15,700.00

Gutter Replacement:

- Remove gutters and downs and haul away
- Install new aluminum seamless gutters and 3x4 downs

Color: _____

Option A: Total Cost of all gutter work proposed using 5" gutters: \$777.60

Option B: Total Cost of all gutter work proposed using 6" gutters: \$997.10

Optional Additional Gutter Work:

- Add additional (2) downs to south ends for proper drainage

Total Cost of additional optional work: \$177.10

Total Cost of all Work Proposed, using 5" gutters: \$16,654.70

Total Cost of all work proposed, using 6" gutters: \$16,874.20

*The above estimate if figured using current Kendall County prevailing wages

***Payment Terms: Half down on metal roof at signing due to special order materials (\$7,850.00). BALANCE PAID IN FULL UPON COMPLETION OF EACH SECTION.** We accept credit cards (a 3% fee will be added to charges over \$1000.00/job)

Submitted by: Matt Wright- via electronic submission Date: 04/17/2017

Accepted by: _____ Date: _____

Payment terms are listed above. **Accounts over 30 days past due will incur a late fee of 5% per month.** All material is guaranteed to be as specified. Proposal valid for 30 days. Full workmanship warranty is 5 years, repair workmanship warranty is 1 year, unless otherwise specified. All work to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon accidents or delays beyond our control. Our workers are fully covered by Workman's Compensation insurance.

-I have read and understand the attached Project Preparation Sheet. Please Initial Here: _____

-A&B Exteriors completes all jobs in the order they are signed (unless cases of extreme emergency). As of contract signed date; A&B Exteriors anticipates your job to be started within 6-8 weeks; weather permitting. Our office will be in touch with you as the date gets closer.

PROJECT PREPARATION AND EXPECTATIONS

*The following is a list to help you prepare for the construction project and is considered an addendum to the contract

1. **Please cover items in the attic to protect them during re-roofing projects.**
2. **Remove all screens from windows and doors. We are not responsible for any tears.**
3. **Remove all loose items from shelving and walls such as: pictures, mirrors, plates, etc. Hammering may create vibration that could shake these items off shelves and walls.**
4. **Although caution will be taken, some leaves or blooms and plants may be affected by the construction.**
5. **There are instances where minor damage to gutters is unavoidable, especially on very steep roofs or where there may be some rotten or rusted areas.**
6. **We do not cover nail pops on drywall and/or preexisting damage that was not covered by your claim and / or written agreement.**
7. **The salesman will do an inside inspection for preexisting damage.**
8. **Every effort will be taken to pick up all nails with a magnet; however, please watch for nails that may be embedded in the grass or shrubbery. Use bag on lawn mower, if possible, at least once after job is completed.**
9. **It will be the homeowner's responsibility to have any TV satellite dish readjusted if the dish must be temporarily moved and reset during the construction process.**
10. **In the event bad decking on the roof needs replacement, we make every effort to make verbal contact with the homeowner. It is the homeowner's responsibility to pay for replaced decking (up to 3 sheets included, additional sheets @ \$40/sheet for ½" plywood, includes the cost of labor, material and dump fees)**
11. **You will be notified by phone prior to material deliveries and installation.**
12. **The 1st payment will be collected upon material delivery (usually the same day labor starts).**
13. **Should you have any questions, feel free to call your field supervisor.**

Homeowner Signature

Date

Phone #

PUBLIC ROAD CROSSING LICENSE

THIS PUBLIC ROAD CROSSING LICENSE ("License") is made this ___ day of _____ 2012 by and between the **Illinois Railway, L.L.C.** (hereinafter "Licensor") and **Kendall County Forest Preserve District** (hereinafter "Licensee"). Licensor and Licensee may sometimes be referred to as a "Party" or collectively as the "Parties".

RECITALS:

Licensee desires the construction, maintenance and use of a public road crossing (hereinafter "Road Crossing"), consisting of gravel, asphalt, or concrete roadway approaches, a 32 foot wide asphalt, crossing surface and all appurtenances thereto, including but not limited to any gates, cattle guards, stop signs, identification signs, drainage facilities, on, over and across the Licensor's right of way and tracks at the Kendall County Forest Preserve, located at Mile Post No. 51.45, at or near Yorkville, in Kendall County, Illinois, in the location shown on the attached print marked Exhibit A, attached and incorporated herein.

Licensor is willing to grant Licensee a license to use Licensor's right-of-way, subject to the terms and conditions set forth below.

NOW THEREFORE, the Parties, intending to be legally bound, agree as follows:

ARTICLE I. LICENSOR GRANTS LICENSE

A. Licensor grants Licensee a license to use that portion of the Licensor's right-of-way for a roadway and to cross its right of way and tracks at the location shown on Exhibit A, subject to the terms and conditions set forth herein. In consideration of the license and permission granted herein, Licensee agrees to observe and abide by the terms and conditions of this License and to pay to the Licensor a licensee fee of One Thousand Two Hundred Dollars (\$1,200.00) for each and every year during the term of this License or any renewal of it. Licensor will not execute this License until it receives a signed agreement from Licensee and in no event is entry under this License permitted until Licensor has executed it.

B. The payment by Licensee of any sum(s) in advance shall not create an irrevocable license for the period for which the same is/are paid. Licensor reserves the right to periodically adjust the rent herein at any time, by giving notice at any time, independent of the term of this License of such adjustment to Licensee at least thirty (30) days prior to the effective date of such adjustment. Occupation of the Road Crossing by Licensee after such effective date shall be at such adjusted rent.

C. Licensee shall pay to Licensor an additional sum of money equal to one and one half percent (1.5%) per month (18% per annum) of the total unpaid license fee stated above, any adjusted license fee due pursuant to Article I B, and any additional charges provided for in this License in the event said license fee, adjusted license fee or additional charges is not received by Licensor within thirty (30) days from the date it is due and payable. The finance charge continues

to accrue daily until the date payment is received by Licensor, not the date payment is made or the date postmarked on the payment.

D. If Licensor, at its sole discretion, uses a collection agency or attorneys to collect any delinquent license fee, adjusted license fee, additional charges or finance charges, and Licensor is successful in collecting such charges, Licensee shall reimburse Licensor for all reasonable collection costs, including reasonable collection agency fees and reasonable attorneys' fees.

ARTICLE II. CONSTRUCTION OF ROAD CROSSING

Subject to applicable law and/or appropriate order, the Road Crossing shall be constructed by Licensor and paid for by Licensee in accordance with the terms and conditions of the Railroad Crossing Renewal Agreement between Licensor and Licensee dated _____, 2012.

ARTICLE III. ROADWAY TO SERVE AS PUBLIC CROSSING

The Road Crossing serves as a public crossing pursuant to letter attached as exhibit B.

ARTICLE IV. USE

Licensee shall have no right to use or cross any other portion of Licensor's property, unless by separate agreement, or to use the Road Crossing for any purposes other than as expressly permitted herein, and Licensee, as a further consideration, cause and condition without which this License would not have been granted, agrees to restrict its use to those purposes.

Licensee shall not do or permit to be done any act which will in any manner interfere with, limit, restrict, obstruct, damage, interrupt, or endanger rail operations or facilities.

ARTICLE V. SIGHTING AT CROSSING

Where Licensee's property adjoins Licensor's property, in the vicinity of the Road Crossing, Licensee shall keep its property free of bushes, trees, weeds, vegetations and all other obstructions of any kind that could interfere with a motor vehicle operator sighting an approaching train.

Licensee acknowledges that Licensor has no obligation or duty to reduce the speed of its trains, nor alter its operations in any manner, owing to the presence or existence of the Road Crossing or other use or exercise of the license granted herein. Licensee assumes, at its own risk and expense, sole responsibility for determining if any signs, signals or other warning devices are necessary or appropriate for the safety of persons using the Road Crossing and specifically acknowledges that Licensor has no obligation or duty whatever to make any such determination. If the installation of any signs, signals or warning devices on the Road Crossing is presently or hereafter required by law or by competent public authority, or is otherwise requested by Licensee, same shall conform to any then currently applicable practices of Licensor for such devices as to design, material and workmanship and all costs incurred by Licensor related to the

installation, operation, maintenance, renewal, alteration and upgrading thereof shall be solely borne by Licensee.

ARTICLE VI. INSURANCE

Licensee shall purchase and maintain insurance as specified below covering the Road Crossing, all the work and services to be performed hereunder, and all obligations assumed hereunder, from effective date of this License until termination, unless duration is stated to be otherwise, with insurance companies assigned a current Financial Strength Rating of at least A and Financial Size Category of X or better by A. M. Best Company:

A. **Workers Compensation and Employers Liability Insurance** providing statutory workers compensation benefits mandated under applicable state law and employers' liability insurance subject to a minimum limit of \$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury by disease and \$1,000,000 policy limit for bodily injury by disease.

B. **Commercial General Liability Insurance** written on an occurrence basis subject to limit of \$1,000,000 each occurrence for bodily injury, property damage, personal injury and libel and/or slander with an annual aggregate limit of no less than \$2,000,000. Policy coverage is to be based on usual Insurance Services Office ("ISO") policy forms to include, but not be limited to: Operations and Premises Liability, Completed Operations and Products Liability, Personal Injury Liability and Contractual Liability insurance. Any and all General Liability policies procured by Licensee shall be amended to delete any and all railroad exclusions including exclusions for working on or within fifty feet (50') of any railroad property, railroad track, railroad bridge, trestle or tunnel (Railroad Protective Liability Insurance may be substituted for Commercial General Liability Insurance as long as the equivalent coverage is provided).

C. **Business Automobile Liability Insurance** subject to a minimum limit of \$1,000,000 each accident for bodily injury and property damage. Policy coverage shall be based on ISO policy forms referred to as Business Automobile Policy ("BAP") to cover motor vehicles owned, leased, rented, hired or used on behalf of Licensee.

D. **Umbrella Liability Insurance** written on an occurrence basis subject to a limit of \$4,000,000 each occurrence for bodily injury, property damage, personal injury and libel and/or slander. Policy coverage is to be at least as broad as primary coverages and include, but not be limited to, Operations and Premises Liability, Completed Operations and Products Liability, Personal Injury Liability, and Contractual Liability insurance. Completed Operations coverage is to be maintained for a period of no less than three (3) years after the termination or cancellation of this License.

E. All insurance required of Licensee with the exception of Workers Compensation and Employers Liability shall include Licensor and any subsidiary, management company, parent, owners and affiliates of Licensor, and their respective partners, successors, assigns, legal representatives, officers, directors, members, managers, shareholders, employees, agents,

contractors and any third party railroad permitted by Licensor to use Licensor's facilities as additional insured and include wording which states that the insurance shall be primary and not excess over or contributory with any insurance carried by Licensor and its affiliates.

F. All insurance shall provide a minimum of thirty (30) days advance written notice of insurer's intent to cancel or otherwise terminate policy coverage.

G. Licensee shall file with Licensor and its affiliates on or before the effective date of this License a valid Certificate of Insurance for all required insurance policies. Each certificate shall identify Licensor, its affiliates and other required parties as set forth above as additional insured and state that Licensor and its affiliates will receive a minimum of thirty (30) days advance written notice of insurer's intent to cancel or otherwise terminate policy coverage. Prior to expiration of such insurance, Licensee shall supply updated Certificates of Insurance that clearly evidence the continuation of all coverage in the same manner, limits of protection, and scope of coverage, as was provided by the original Certificates.

H. Licensee hereby waives all rights of subrogation against Licensor, its affiliates and other required parties as set forth above for damages to the extent covered by insurance. All insurance policies of Licensee shall allow that any release from liability of or waiver of claim for recovery from any other party entered into in writing by Licensee prior to any loss or damage shall not affect the validity of said policy(ies) or the right of the insured or insureds to recover under them.

I. In the event that installation or maintenance of the Road Crossing is to be performed by a private contractor, such contractor shall execute Licensor's standard agreement for right of entry and use of premises and provide evidence of insurance coverage as specified in such agreement.

ARTICLE VII. TERM

This License shall take effect as of _____, 2012 and, unless sooner terminated as hereinafter provided, shall continue in force so long as such use as herein defined continues. Notwithstanding the foregoing, either Party may terminate this Agreement, for any reason, upon giving not less than thirty (30) days written notice to the other Party. Termination of this Agreement shall not affect any liabilities or obligations of the Parties which accrued prior to such termination.

ARTICLE VIII. INDEMNITY

A. Licensee acknowledges that persons and property on or near the Road Crossing, whether during construction, installation, use, maintenance or relocation are in constant danger of injury, death or destruction, incident to the operation of the railroad tracks, whether by Licensor or others, and Licensee accepts this License subject to such dangers.

B. LICENSEE, AS FURTHER CONSIDERATION AND AS A CONDITION WITHOUT WHICH THIS LICENSE WOULD NOT HAVE BEEN GRANTED, AGREES

TO INDEMNIFY AND SAVE HARMLESS LICENSOR AND ANY SUBSIDIARY, MANAGEMENT COMPANY, PARENT, OWNERS AND AFFILIATES OF LICENSOR, AND THEIR RESPECTIVE PARTNERS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, OFFICERS, DIRECTORS, MEMBERS, MANAGERS, AGENTS, SHAREHOLDERS AND EMPLOYEES (THE "INDEMNITEES") AND TO ASSUME ALL RISK, RESPONSIBILITY AND LIABILITY FOR DEATH OF, OR INJURY TO, ANY PERSONS, INCLUDING, BUT NOT LIMITED TO, OFFICERS, EMPLOYEES, AGENTS, PATRONS AND LICENSEES OF THE PARTIES, AND FOR LOSS, DAMAGE OR INJURY TO ANY PROPERTY, INCLUDING BUT NOT LIMITED TO, THAT BELONGING TO THE PARTIES (TOGETHER WITH ALL LIABILITY FOR ANY EXPENSES, ATTORNEYS' FEES AND COSTS INCURRED OR SUSTAINED BY THE INDEMNITEES, WHETHER IN DEFENSE OF ANY SUCH CLAIMS, DEMANDS, ACTIONS AND CAUSES OF ACTION OR IN THE ENFORCEMENT OF THE INDEMNIFICATION RIGHTS HEREBY CONFERRED) ARISING FROM, GROWING OUT OF, OR IN ANY MANNER OR DEGREE DIRECTLY OR INDIRECTLY CAUSED BY, ATTRIBUTABLE TO, OR RESULTING FROM THE GRANT OF THIS LICENSE, OR THE CONSTRUCTION, MAINTENANCE, REPAIR, RENEWAL, ALTERATION, CHANGE, RELOCATION, EXISTENCE, PRESENCE, USE, OPERATION, OR REMOVAL OF ANY STRUCTURE INCIDENT THERETO, OR FROM ANY ACTIVITY CONDUCTED ON OR OCCURRENCE ORIGINATING ON THE AREA COVERED BY THE LICENSE, EXCEPT TO THE EXTENT CAUSED BY THE SOLE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE PARTY SEEKING INDEMNIFICATION. LICENSEE FURTHER AGREES TO RELEASE AND INDEMNIFY AND SAVE HARMLESS THE INDEMNITEES FROM ALL LIABILITY TO LICENSEE, ITS OFFICERS, EMPLOYEES, AGENTS OR PATRONS, RESULTING FROM RAILROAD OPERATIONS AT OR NEAR THE AREA IN WHICH THIS LICENSE IS TO BE GRANTED, EXCEPT TO THE EXTENT CAUSED BY THE SOLE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE PARTY SEEKING INDEMNIFICATION.

C. THE RISKS OF INJURY TO OR DEATH OF PERSONS AND LOSS OR DAMAGE TO PROPERTY HEREIN ASSUMED BY LICENSEE, SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO, CONTRACTORS, EMPLOYEES, OR INVITEES OF EITHER OF THE PARTIES, AND WHETHER OR NOT SUCH INJURY TO OR DEATH OF PERSONS SHALL ARISE UNDER ANY WORKMEN'S COMPENSATION ACT OR FEDERAL EMPLOYERS' LIABILITY ACT.

D. LICENSEE SHALL, AT ITS SOLE COST AND EXPENSE, JOIN IN OR ASSUME, AT THE ELECTION AND DEMAND OF LICENSOR, THE DEFENSE OF ANY CLAIMS, DEMANDS, ACTIONS, AND CAUSES OF ACTION HEREUNDER ARISING. THE WORD "LICENSOR" AS USED IN THIS INDEMNITY SECTION SHALL INCLUDE THE ASSIGNS OF LICENSOR AND ANY OTHER RAILROAD COMPANY THAT MAY BE OPERATING UPON AND OVER THE TRACKS IN THE VICINITY OF THE ROAD CROSSING.

E. AS A PRECONDITION TO LICENSEE'S INDEMNIFICATION OBLIGATIONS UNDER THIS SECTION, THE INDEMNITEES WILL (i) FULLY COOPERATE WITH LICENSEE IN ANY INVESTIGATION AND PROVIDE LICENSEE WITH ALL INFORMATION IN THE POSSESSION OR CONTROL OF THE INDEMNITEES RELATING TO ANY MATTER FOR WHICH THE INDEMNITEES SEEK INDEMNIFICATION, AND (ii) PROVIDE LICENSEE WITH TIMELY NOTICE OF ANY MATTER OR INCIDENT FOR WHICH THE INDEMNITEES MAY MAKE A CLAIM FOR INDEMNIFICATION BY LICENSEE.

ARTICLE IX. ADDITIONAL PROVISIONS

A. Crossing Maintenance Subject to applicable law, Licensee shall be responsible for the cost of any and all maintenance necessary on the Road Crossing and any and all appurtenances thereto. Licensor acting as the agent of Licensee, may perform such work as is necessary in the judgment of Licensor, and Licensee shall, on demand, promptly reimburse Licensor the sole cost thereof, plus fifteen (15%) percent thereon as a charge for the supervision, accounting and use of tools; or Licensor may terminate this License by giving Licensee not less than ten (10) days advance written notice of its intention to do so.

B. Restoration Upon termination of this License, Licensor shall have the option to promptly remove the Road Crossing from Licensor's property, and restore said property to its prior condition, or a condition satisfactory to Licensor's authorized representative all at the sole cost and expense of Licensee. Licensor acting as the agent of Licensee, may perform such restoration as is necessary in the judgment of Licensor, and Licensee shall, on demand, promptly reimburse Licensor the cost thereof, plus fifteen (15%) percent thereon as a charge for the supervision, accounting, and use of tools.

C. Assignment This License and all of the provisions herein contained shall be binding upon the Parties, their heirs, executors, administrators, successors and assigns, and Licensee agrees to supply notice in writing to Licensor of any name changes. Licensee agrees not to assign this License or any interest therein, without the consent of Licensor in writing, which consent shall not be unreasonably withheld, and any and every attempted assignment without prior written consent shall be void and of no effect. In the event of any assignment, Licensee shall at all times remain fully responsible and liable for the compliance of all of its obligations under the terms, provisions and covenants of this License.

D. Liens Licensee further indemnifies Licensor against any and all liens that may be placed against Licensor's property in the course of construction, maintenance, repair or renewal of the Road Crossing, and agrees to immediately satisfy any liens so placed.

E. Temporary Closure In the event of an emergency or hazard, at the sole discretion of Licensor, Licensor may temporarily close the Road Crossing to respond to emergency or hazard.

F. Exhibits All exhibits attached hereto are incorporated as if fully set forth herein.

G. Notice Notice required under this License shall be deemed given when deposited in the U.S. Mail, postage prepaid, at the address set forth below:

Licensor: Illinois Railway, L.L.C.
c/o LandRail, L.L.C.
Attn: Director – Real Estate
252 Clayton Street
Denver, Colorado 80206

Licensee: Kendall County Forest Preserve District
110 West Madison Street
Yorkville, IL 60560
Attn: Jason Petit - Director

I. Venue This License shall be governed under the laws of the State of Illinois, and venue shall be proper in the federal or state court of that State for any action arising under the terms of this License or performance thereof.

J. Currency Unless otherwise indicated, all currencies and amounts shown on this Agreement are in U.S. dollars.

IN WITNESS WHEREOF, the Parties have caused this License to be executed in duplicate as of the date of execution as set forth below:

Licensor: **Illinois Railway, L.L.C.**, acting
through its agent LandRail, L.L.C.

Licensee: **Kendall County Forest Preserve
District**

By: _____

By: _____

Printed name: _____

Printed name: _____

Title: _____

Title: _____

Date: _____

Date: _____

To: Kendall County Forest Preserve District Finance Committee

From: David Guritz, Director

RE: Proposed Change to the General Use Ordinance
Section IV – Drug or Alcohol Use

Date: May 25, 2017

Background and Summary

Kendall County Forest Preserve District approached the Kendall County Clerk's Office to discuss whether the 11th Hour Bartending Service, Inc. would be eligible to participate in the Kendall County Liquor License program to secure a Class I license that would allow their BASSET certified bartenders to serve alcohol at District private events. The District received a request from a Meadowhawk Lodge wedding client who would like to hire this company for their August wedding.

Separately, the District completed an audit of pending events and catering firms to confirm that all wedding event catering firms had secured their Class I liquor license. The District has noted that one firm has not

The question was relayed to the State's Attorney's Office for an opinion. The State's Attorney's Office responded that the 11th Hour Bartending Service, Inc. does not meet the definition of a "caterer retailer" as defined in both the Liquor Control Act of 1934 (235 ILCS 5/), or the Kendall County Liquor Control Ordinance 2015-12. As such, the company would not be able to secure a Class I license by definition.

(235 ILCS 5/1-3.34)

Sec. 1-3.34. "Caterer retailer" means a person who serves alcoholic liquors for consumption, either on-site or off-site, whether the location is licensed or unlicensed, as an incidental part of food service. Prepared meals and alcoholic liquors are sold at a package price agreed upon under contract.

(Source: P.A. 88-91.)

Under State law, bartending service companies (or other full-service catering firms) that are hired to serve alcohol at private events are not required to secure a liquor license.

Based on the State's Attorney's Office review, District staff recommends amendment of the General Use Ordinance to allow bartending service companies that meet District insurance and bartender certification requirements to participate in the District's preferred catering program for the service and/or sale of alcohol at District private events where full meal service is provided by the rental client, or separately pre-approved catering service. District staff also recommends including a separate allowance for registered not-for-profit entities to serve beer and wine at charitable special events.

Recommendation: Consider a motion to forward proposed changes to the General Use Ordinance to Commission for discussion and approval.

Ordinance 02 - 01
GENERAL USE REGULATION ORDINANCE
Kendall County Forest Preserve District

Section IV – Drug or Alcohol Use:

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

- a-1. “Cannabis” shall have the meaning ascribed to it in Section 3 of the Illinois Cannabis Control Act.
- a-2. “Controlled Substance” shall have the meaning ascribed to it in Section 102 of the Illinois Controlled Substance Act.

- a. Possess, bring into, or use any Controlled Substance or Cannabis or any derivative thereof;
- b. Possess, produce, plant, cultivate, tend or harvest the Cannabis sativa plant;
- c. Possess, bring into, or consume any alcoholic beverages on District property or any facility thereof with the exception of Ellis House and Meadowhawk Lodge at the Hoover Forest Preserve where the service of intoxicating beverages, in concert with a previously approved use of the facility by the Kendall County Forest Preserve District and any local authority, may be permitted in accordance with a properly issued and unexpired liquor license; or
- d. Be present in an intoxicated condition or under the influence of alcoholic beverages, drug or narcotic to the extent of being unable to perform normal bodily functions, such as maintaining balance or coherent speech, or because of the influence of such or like substances engage in behavior or speech that intimidates others or interferes with or unreasonably disrupts others in the normal, safe use of the Forest Preserves or any facility thereof.

Proposed Revision

Section IV – Drug or Alcohol Use:

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

- a-1. “Cannabis” shall have the meaning ascribed to it in Section 3 of the Illinois Cannabis Control Act.
- a-2. “Controlled Substance” shall have the meaning ascribed to it in Section 102 of the Illinois Controlled Substance Act.

- a. Possess, bring into, or use any Controlled Substance or Cannabis or any derivative thereof;
- b. Possess, produce, plant, cultivate, tend or harvest the Cannabis sativa plant;
- c. Possess, bring into, or consume any alcoholic beverages on District property or any facility thereof, with the following exceptions:
 - 1) Alcoholic beverages may be consumed at Ellis House at Baker Woods Forest Preserve, and Meadowhawk Lodge at Hoover Forest Preserve within 250 feet of these buildings as part of an approved facility rental agreement which includes the service of prepared meals with the service of alcohol exclusively controlled by:

- i. A catering business enrolled in the Kendall County Forest Preserve District's Preferred Caterers Program that possesses a current Class I license in accordance with the Kendall County Liquor Control Ordinance; or
 - ii. A pre-approved bartending service business employing BASSET (Beverage and Alcohol Sellers and Servers Education Training) certified alcohol servers in accordance with 235 ILCS 5/6-27.1.
 - iii. A registered not-for-profit organization selling beer and wine for a charitable special event.
- d. Be present in an intoxicated condition or under the influence of alcoholic beverages, drug or narcotic to the extent of being unable to perform normal bodily functions, such as maintaining balance or coherent speech, or because of the influence of such or like substances engage in behavior or speech that intimidates others or interferes with or unreasonably disrupts others in the normal, safe use of the Forest Preserves or any facility thereof.

this Ordinance, no public hearing shall be required prior to the issuance of a Class "G" License.

h) Class "H" Licenses which authorize the retail sale, on the premises specified, of beer and wine only for consumption on the premises and retail sales of beer and wine only by original package for consumption off the premises.

i) Class "I" Licenses which shall authorize the retail sale of alcoholic liquor within the County by a "caterer" as defined in the Liquor Control Act of 1934 as amended on the premises owned by the Kendall County Forest Preserve District commonly known as "Ellis House" and the "Meadowhawk Lodge" for consumption within 250 feet of the "Ellis House" and the "Meadowhawk Lodge" buildings owned by the Forest Preserve District during times when food is dispensed for consumption within 250 feet of the building from which food is dispensed and only as an incidental part of food service that serves prepared meals, which excludes the serving of snacks as the primary meal for private and public functions. Liquor shall not be served nor shall it be consumed inside horse stables of these Forest Preserve District properties. Licensee shall provide proof of general and liquor liability insurance which shall name the Kendall County Forest Preserve District as an additional insured. Sale of alcoholic liquor to the licensee shall only be made at the registered office of the licensee. A Class "I" License shall authorize the holder to engage in the retail sale of alcoholic liquor as described above at both the "Ellis House" and the "Meadowhawk Lodge" without the need to apply for separate licenses.

All those already holding a Class "I" license at the time of the enactment of this 2012 revision shall automatically have the right to utilize the license at both the "Ellis House" and the "Meadowhawk Lodge", in the same manner as if they were obtaining the license after the revision date. Further, All Class "I" licenses currently held at the time of the 2012 revision shall expire at the current expiration date displayed on such licenses and thereafter have to be renewed as set forth in this Ordinance.

j) Class "J" Licenses which authorize the retail sales on the premises specified of beer and wine only by such not for profit corporations or organizations which provide adequate proof to the Commissioner of the following:

1. Continuous existence in the community for a period of 5 years preceding the application.
2. Internal Revenue reports or such other information as requested by the Commissioner to verify the not for profit status of the corporation or organization.

Such license shall limit the number of days beer and wine may be sold on the premises to 75 calendar days each calendar year. For purposes of this subsection, the calendar year shall begin on January 1 and end on December 31 of that same year. The Licensee shall submit a list of each day the liquor license was used and nature of event to the Liquor Control Commissioner 30 days after the end of the calendar year.