KENDALL COUNTY FOREST PRESERVE DISTRICT

MEETING AGENDA

TUESDAY, DECEMBER 20, 2022

9:00 AM

KENDALL COUNTY OFFICE BUILDING - ROOMS 209 & 210

- [Call to Order
- II. Pledge of Allegiance
- III. Invocation
- IV. Roll Call
- V. Approval of Agenda
- VI Public Comments
- VII. (1) CONSENT AGENDA
 - A. Approval of Minutes
 - Kendall County Forest Preserve District Commission Meeting of November 15, 2022
 - Kendall County Forest Preserve District Committee of the Whole Meeting of December 13, 2022
 - B. (1) Approval of Claims (Claims Run 113022F) in the Amount of \$304,851.11
 - C. (1) Approval of Claims (Claims Run 121522F) in the Amount of \$275,979.68
 - D. <u>(1) MOTION</u>: Approval of a 1-Year Reciprocal Access and Designated Trail License Agreement at Millington Forest Preserve and Brighter Daze Farm between the Kendall County Forest Preserve District and Robert Bright, as Trustee of the Madison Trust and Castle Bank, N/A
 - E. (2) MOTION: Approval of the President's Appointment of Commissioner Wormley as Secretary of the Kendall County Forest Preserve District, Kendall County, Illinois
- VIII. OLD BUSINESS

No items posted for consideration.

IX. NEW BUSINESS

- A. (3) MOTION: Approval of the President's Appointment of Commissioners DeBolt, Kellogg, Peterson, Shanley and Wormley to the District's Finance Committee for a 2-Year Term
- B. (4) MOTION: Approval of the President's Appointment of Commissioner Wormley as Chair of the District's Finance Committee for a 2-Year Term
- C. (3) MOTION: Approval of the President's Appointment of Commissioners Bachmann, Flowers, Gengler, Koukol and Rodriguez to the District's Operations Committee for a 2-Year Term
- D. (4) MOTION: Approval of the President's Appointment of Commissioner Koukol as Chair of the District's Operations Committee for a 2-Year Term
- X. Public Comments
- XI. Executive Session
- XII. OTHER ITEMS OF BUSINESS

No items posted for consideration.

XIII. Adjournment

- (1) Requires affirmative vote of the majority of those elected (6) for passage (KCFPD Rules of Order Section I.G.3.b.v.a)
- (2) Requires advice and consent of a majority of those present for passage (KCFPD Rules of Order Section II.C.1)
- (3)Requires advice and consent of a majority of those present for passage (KCFPD Rules of Order Section III.C.1)
- (4)Requires advice and consent of a majority of those present for passage (KCFPD Rules of Order Section III.C.2)

KENDALL COUNTY FOREST PRESERVE DISTRICT COMMISSION MEETING MINUTES

NOVEMBER 15, 2022

I. Call to Order

President Gilmour called the meeting to order at 10:19 am in the Kendall County Office Building - Second Floor Board Meeting Rooms 209 and 210.

II. Pledge of Allegiance

The Pledge of Allegiance was recited at the Kendall County Board Meeting.

III. Invocation

An invocation was offered by Commissioner Gengler at the start of the Kendall County Board Meeting.

IV. Roll Call

Χ	Cesich	Х	Gryder
	DeBolt	Х	Kellogg
Х	Flowers	Х	Koukol
Х	Gengler		Rodriguez
Х	Gilmour	Х	Vickers

Roll call: Commissioners Cesich, Flowers, Gengler, Gryder, Kellogg, Koukol, Vickers, and Gilmour were all present.

V. Approval of Agenda

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

VI. Public Comment

No public comments were offered from citizens in attendance.

VII. CONSENT AGENDA

A. Approval of Minutes

- Kendall County Forest Preserve District Finance Committee Meeting of October 27, 2022
- Kendall County Forest Preserve District Commission Meeting of November 1, 2022
- Kendall County Forest Preserve District Operations Committee Meeting of November 1, 2022
- Kendall County Forest Preserve District Committee of the Whole Meeting of November 9. 2022
- B. *Approval of Claims in the Amount of \$385,427.90
- C. *MOTION: Approval of the Kendall County Forest Preserve District Employee Handbook

- D. *MOTION: Approval of a Proposal from Hey and Associates, Inc. of Volo, Illinois for Engineering and Ecological Consulting Services for the Removal of the Low Head Dam at Little Rock Creek Forest Preserve Including Concept Planning (\$9,500); Dam Removal Grant Application Assistance (\$4,500) and Site Master Planning Including Grant Application Assistance (\$5,000) for a Total Amount Not-to-Exceed \$20,000.00
- E. *MOTION: Approval of the Renewal of a 1-Year Lease Agreement with Jay Teckenbrock, Hoover Supervisor and Resident for Use of the Hoover Residence Effective December 1, 2022 through November 30, 2023 for a \$250.00 Monthly Rent Payment
- F. *MOTION: Approval of the Renewal of a 1-Year Lease Agreement with Shannon Prette, Ellis Resident and Caretaker for Use of the Ellis House Studio Apartment Effective December 1, 2022 through November 30, 2023 for a \$346.67 Monthly Rent Payment
- G. <u>MOTION</u>: Approval of the Revised Environmental Education and Special Projects Manager Position Description
- H. MOTION: Approval of the Kendall County Forest Preserve District FY23 Organizational Chart
- I. <u>MOTION</u>: Approval of the Kendall County Forest Preserve District CY23 Annual Meeting and Holiday Schedule

Commissioner Cesich made a motion to approve the Consent Agenda as presented. Seconded by Commissioner Kellogg.

Motion: Commissioner Cesich Second: Commissioner Kellogg

Roll call: Consent Agenda

Commissioner	Aye	Opposed	Commissioner	Aye	Opposed
Cesich	X		Gryder	X	
DeBolt			Kellogg	X	
Flowers	X		Koukol	Х	
Gengler	X		Rodriguez		
Gilmour	X		Vickers	X	
Motion unanimously	approved.				V.

Roll call: Commissioners Cesich, Flowers, Gengler, Gryder, Kellogg, Koukol, Vickers, and Gilmour, aye. Opposed, none. Motion unanimously approved.

VIII. OLD BUSINESS

No items posted for consideration.

IX. NEW BUSINESS

A. *ORDINANCE #22-11-001: Approval of the General Fund Tax Levy Ordinance of the Kendall County Forest Preserve District, Kendall County, Illinois for the Fiscal Year Beginning December 1, 2022 and Ending November 30, 2023 in the Amount of \$710,448.00

Commissioner Cesich made a motion to approve the General Fund Tax Levy Ordinance of the Kendall County Forest Preserve District, Kendall County, Illinois for the Fiscal Year Beginning December 1, 2022 and Ending November 30, 2023 in the Amount of \$710,448.00. Seconded by Commissioner Gengler.

Motion: Commissioner Cesich Second: Commissioner Gengler

Roll call: Ordinance #22-11-001 - General Fund Tax Levy - \$710,448.00

Commissioner	Aye	Opposed	Commissioner	Aye	Opposed
Cesich	X		Gryder	X	
DeBolt			Kellogg	X	
Flowers	X		Koukol	X	
Gengler	X		Rodriguez		
Gilmour	X		Vickers	X	

Motion unanimously approved.

Roll call: Commissioners Cesich, Flowers, Gengler, Gryder, Kellogg, Koukol, Vickers, and Gilmour, aye. Opposed, none. Motion unanimously approved.

B. *ORDINANCE #22-11-002: Approval of the Combined Annual Budget and Appropriations
Ordinance Setting Forth the Annual Budget of the Kendall County Forest Preserve District,
Kendall County, Illinois for the Fiscal Year Beginning December 1, 2022 and Ending November 30, 2023 for an Amount Not-to-Exceed \$9,653,398.00

Commissioner Cesich made a motion to approve the Combined Annual Budget and Appropriations Ordinance Setting Forth the Annual Budget of the Kendall County Forest Preserve District, Kendall County, Illinois for the Fiscal Year Beginning December 1, 2022 and Ending November 30, 2023 for an Amount Not-to-Exceed \$9,653,398.00. Seconded by Commissioner Flowers.

Motion: Commissioner Cesich Second: Commissioner Flowers

Roll call: Ordinance #22-11-002 - Combined Annual Budget and Appropriations Ordinance

Commissioner	Aye	Opposed	Commissioner	Aye	Opposed
Cesich	X		Gryder	X	
DeBolt			Kellogg	X	
Flowers	X		Koukol	X	
Gengler	X		Rodriguez		
Gilmour	X		Vickers	X	

Motion unanimously approved.

DRAFT FOR COMMISSION APPROVAL: 12-20-2022

Roll call: Commissioners Cesich, Flowers, Gengler, Gryder, Kellogg, Koukol, Vickers, and Gilmour, aye. Opposed, none. Motion unanimously approved.

C. *ORDINANCE #22-11-003: Amending Ordinance #08-22-001 the Combined Annual Budget and Appropriations Ordinance of the Kendall County Forest Preserve District, Kendall County, Illinois for the Fiscal Year Beginning December 1, 2021 and Ending November 30, 2022 Reducing Total Appropriations from \$8,573,250.00 to \$8,472,995.00

Commissioner Cesich made a motion to approve the amending Ordinance #08-22-001 the Combined Annual Budget and Appropriations Ordinance of the Kendall County Forest Preserve District, Kendall County, Illinois for the Fiscal Year Beginning December 1, 2021 and Ending November 30, 2022 Reducing Total Appropriations from \$8,573,250.00 to \$8,472,995.00. Seconded by Commissioner Flowers.

Motion: Commissioner Cesich Second: Commissioner Flowers

Roll call: Ordinance

			Ordinarice		
Commissioner	Aye	Opposed	Commissioner	Aye	Opposed
Cesich	X		Gryder	X	
DeBolt			Kellogg	X	
Flowers	X		Koukol	X	
Gengler	X		Rodriguez		
Gilmour	X		Vickers	X	

Motion unanimously approved.

Roll call: Commissioners Cesich, Flowers, Gengler, Gryder, Kellogg, Koukol, Vickers, and Gilmour, aye. Opposed, none. Motion unanimously approved.

D. *MOTION: Approval of the FY23 Salary and Benefits Schedule for December 1, 2022 through November 30, 2023, Including an Aggregate Sum for Scheduled Increases in the Amount of \$45,084.92

Commissioner Cesich made a motion to approve the FY23 Salary and Benefits Schedule for December 1, 2022 through November 30, 2023, Including an Aggregate Sum for Scheduled Increases in the Amount of \$45,084.92. Seconded by Commissioner Gryder.

Motion: Commissioner Cesich Second: Commissioner Gryder

Roll call: FY23 Salary and Benefits Schedule 12/1/2022 – 11/30/23

Commissioner	Aye	Opposed	Commissioner	Aye	Opposed
Cesich	X		Gryder	X	
DeBolt			Kellogg	X	
Flowers	X		Koukol	Х	
Gengler	X		Rodriguez		
Gilmour	X		Vickers	X	

Motion unanimously approved.

DRAFT FOR COMMISSION APPROVAL: 12-20-2022

Roll call: Commissioners Cesich, Flowers, Gengler, Gryder, Kellogg, Koukol, Vickers, and Gilmour, aye. Opposed, none. Motion unanimously approved.

X. Public Comments

No public comments were offered from citizens in attendance.

XI. Executive Session

Commissioner Cesich made a motion to enter Executive Session under 2(c)21 of the Open Meetings Act for the purpose of discussion of minutes of meetings lawfully closed under this Act, whether for purposes of approval by the body of the minutes or semi-annual review of the minutes as mandated by Section 2.06. Seconded by Commissioner Gryder.

Motion: Commissioner Cesich Second: Commissioner Gryder

Roll call: Executive Session 2(c)21

Commissioner	Aye Opposed		Commissioner	Aye	Opposed
Cesich	X		Gryder	X	
DeBolt			Kellogg	X	
Flowers	X		Koukol	X	
Gengler	X		Rodriguez		
Gilmour	X		Vickers	X	

Motion unanimously approved.

Roll call: Commissioners Cesich, Flowers, Gengler, Gryder, Kellogg, Koukol, Vickers, and Gilmour, aye. Opposed, none. Motion unanimously approved.

Executive Session called to order at 10:25 am.

Commissioner Gryder made a motion to adjourn from Executive Session. Seconded by Commissioner Flowers. Aye, all. Opposed, none.

Regular meeting reconvened at 10:27 am.

XII. Other Items of Business

A. Notice of Meeting Cancellation: KCFPD Commission Meeting of December 6, 2022 at 6 PM at the Kendall County Office Building

XIII. Adjournment

Commissioner Cesich made a motion to adjourn. Seconded by Commissioner Gengler. Aye, all. Opposed, none.

Meeting adjourned at 10:27 am.

Respectfully submitted,

David Guritz

Director, Kendall County Forest Preserve District

KENDALL COUNTY FOREST PRESERVE DISTRICT COMMITTEE of the WHOLE MEETING MINUTES

DECEMBER 13, 2022

I. Call to Order

President DeBolt called the meeting to order at 4:30 pm in the Kendall County Office Building – Second Floor County Board Meeting Rooms 209 and 210.

II. Roll Call

	Bachmann	Х	Koukol
Х	DeBolt	X	Peterson
	Flowers	Х	Rodriguez
Х	Gengler	Х	Shanley (entered at 4:34 pm)
Х	Kellogg	X	Wormley

Commissioners DeBolt, Gengler, Kellogg, Koukol, Peterson, Rodriguez, Shanley and Wormley, were all present.

Commissioner Shanley entered the meeting at 4:34 pm.

III. Approval of Agenda

Commissioner Peterson made a motion to approve the meeting agenda. Seconded by Commissioner Gengler. Aye, all. Opposed, none.

IV. Public Comments

No public comments were offered from citizens in attendance.

V. Executive Director's Report

Director Guritz, provided updates on District projects.

Commissioner Shanley entered the meeting at 4:34 pm.

VI. Motion to Forward Claims to Commission

Commissioner Wormley made a motion to forward the claims lists presented to Commission for approval. Seconded by Commissioner Peterson. Aye, all. Opposed, none.

VII. Review of Preliminary Financial Statements through November 30, 2022

Director Guritz presented a review of preliminary financial statements through November 30, 2022. The District's final end of year surplus will be calculated once Mack & Associates reviews and completes end of year accrual entries.

DRAFT FOR COMMISSION APPROVAL: 12-20-2022

VIII. 2022 Farm License Yield Payment(s) and Reimbursements

Director Guritz presented 2022 farm license yield payments and utility reimbursements to the Committee of the Whole.

IX. OLD BUSINESS

No items posted for consideration.

X. **NEW BUSINESS**

a) MOTION: Approval of a Motion to Forward the President's Appointment of Commissioner Wormley as Secretary of the Kendall County Forest Preserve District, Kendall County, Illinois to Commission

Commissioner Kellogg made a motion to forward the President's Appointment of Commissioner Wormley as Secretary of the Kendall County Forest Preserve District, Kendall County, Illinois to Commission for approval. Seconded by Commissioner Gengler. Aye, all. Opposed, none.

b) MOTION: Approval of a Motion to Forward the 2023 Reciprocal Access Agreement for Millington Forest Preserve between the District and Robert Bright to Commission

Commissioner Shanley made a motion to forward the proposed 2023 Reciprocal Access Agreement for Millington Forest Preserve between the District and Robert Bright to Commission for approval. Seconded by Commissioner Peterson. Aye, all. Opposed, none.

XVIII. Other Items of Business

- a. FY23 Budget and Orientation Binder Contents Overview
- Pickerill Estate House Construction Project Updates Acceptance of Change Order #1
- c. Fox River Bluffs Forest Preserve Illinois Dept. of Natural Resources Regional Trails Program Final Billing Statement
- d. Public Notices: Kendall County Forest Preserve District Truth in Taxation and Regular Meeting Schedule
- e. Donations and Contributions Received

Director Guritz presented an overview on the materials within the FY23 Budget and Orientation Binder.

Antoinette White, Ground and Natural Resources Division Supervisor, presented an overview on capital projects.

Stefanie Wiencke, Education and Special Projects Manager, presented an overview of the new Hoover Nature Play Space feature and carbon credits projects.

DRAFT FOR COMMISSION APPROVAL: 12-20-2022

Director Guritz presented the certificates for the public notices for the Kendall County Forest Preserve District's regular meeting schedule for CY23 and the District's truth in taxation notice. The District's levy will be reduced by 0.5% for FY23 over the FY22 total levy.

The Committee of the Whole discussed donations received in FY22.

XIX. Public Comments

No public comments were offered from citizens in attendance.

XX. Executive Session

No need for executive session.

XXI. Summary of Action Items

Director Guritz, provided a summary of action items to be presented to Commission for approval.

XXII. Adjournment

Commissioner Peterson made a motion to adjourn. Seconded by Commissioner Koukol. Aye, all. Opposed, none. Meeting adjourned at 5:36 pm.

Respectfully submitted,

David Guritz
Director, Kendall County Forest Preserve District

Claims Listing

\$408.96 \$32.35 \$122.92 \$122.92 \$122.92 \$449.99 \$449.99 \$249.00 \$441.31 \$441.31 \$328.70 \$328.70 Invoice Amount Sub-Total Total Total Office Supplies Sub-Total Sub-Total Sub-Total Grounds and Maintenance Grounds and Maintenance Grounds and Maintenance Grounds and Maintenance Description Utilities Ellis Barn Ellis Grounds 19001160 62000 11/21/2022 3:20:19 PM 19001161 68580 19001161 68580 19001162 68580 19001160 62270 19001160 68580 **GL** Account Menards-Ellis-Paint, Glue, Washers, Screws Capacitor Replacement 11113415671118 Ellis Grounds and Barn Supplies 11113415671118 Ellis Grounds and Barn 22 Invoice Description 93615480111118 ComEd Ellis House 22 Ellis Office Printer 1NFL-RYLD-Invoice # 13082YV 57867 10 7 22 SUMMERS HEATING & COOLING SYNCB/AMAZON Vendor # Vendor Name JOHN DEERE JOHN DEERE **FINANCIAL FINANCIAL** MENARDS COMED 1060 1323 1060 3292 2047 51 **Ellis Grounds** Department Ellis House Ellis Barn

P10

Ellis House	3292	SUMMERS HEATING & COOLING	13082YV	Electric Heat Unit	19001160 68580	Grounds and Maintenance	\$865.00
						Sub-Total	\$1,114.00
					Ellis House	Total	\$1,892.69
Ellis Riding Lessions	529	EQUINE VETERINARY PRACTICE LLC	111822HorseCar e	Ellis Horse Vet Care	19001164 63020	Vet & Farrier	\$940.00
	2057	MATTHEW CAVINESS	12022358	Ellis Horses Shoes and Trims	19001164 63020	Vet & Farrier	\$350.00
						Sub-Total	\$1,290.00
Ellis Sunrise Center					Ellis Riding Lessions	Total	\$1,290.00
	541	FIRST NATIONAL BANK OF OMAHA	Guritz111422Cre dCard	Guritz111422Cre Sunrise Animal Care	19001167 63000	Animal Care & Supplies	\$496.23
						Sub-Total	\$496.23
Environ Felin Other					Ellis Sunrise Center	Total	\$496.23
Pbic Prg	51	SYNCB/AMAZON	112-5786778- 0437825	NB, Public Programs Supplies	19001179 63030	Program Supplies	\$141.31
	541	FIRST NATIONAL BANK OF OMAHA	U276D	Guritz CC Nov 22 community playthings sand-water t	19001179 63030	Program Supplies	\$295.00
						Sub-Total	\$436.31
Environmental Educ					Environ. Educ. Other Pblc Prg	Total	\$436.31
Natri Beg.	51	SYNCB/AMAZON	112-5786778- 0437825	NB, Public Programs Supplies	19001178 63030	Program Supplies	\$350.00

Environmental Educ. Natrl Beg.	1871	JESSICA VOSBURGH	NBReimburse11 3022	Reimbursement for NB supplies	19001178 63030	Program Supplies	\$20.61
						Sub-Total	\$370.61
					Environmental Educ. Natrl Beg.	Total	\$370.61
Environmental Education Camps							
	541	FIRST NATIONAL BANK OF OMAHA	U276D	Guritz CC Nov 22 community playthings sand-water t	19001177 63030	Program Supplies	\$400.00
						Sub-Total	\$400.00
					Environmental Education Camps	Total	\$400.00
Environmental							
	541	FIRST NATIONAL BANK OF OMAHA	U276D	Guritz CC Nov 22 community playthings sand-water t	19001176 63030	Program Supplies	\$400.00
						Sub-Total	\$400.00
					Environmental Education School	Total	\$400.00
Forest Preserve							
	51	SYNCB/AMAZON	113-2906937- 6408249	Baby changing Tables	190011 62000	Office Supplies	\$1,253.00
	51	SYNCB/AMAZON	1CG4-4XPJ-9TLP	Binders, Dividers, Binder Clips	190011 62000	Office Supplies	\$74.67
	541	FIRST NATIONAL BANK OF OMAHA	White111422Cre dCard	Flowers/Plant for Johnson Memorial	190011 62000	Office Supplies	\$97.95
	1650	SECOND CHANCE CARDIAC SOLUTIONS	22-011-0665-Q	AED Machines and Equipment	190011 62000	Office Supplies	\$4,571.85
						Sub-Total	\$5,997.47

Director	3262	WIGHT & COMPANY	210143-005	IDNR OSLAD Grant preparation work	190411 62150	Contractual Services	\$6,500.00
						Sub-Total	\$6,500.00
	1007	ILLINOIS COUNTIES RISK MANAGEMENT TRUST	21000669222301 111522	FY23 Liability insurance 25/6	190011 68000	Liability Insurance Premiums	\$16,653.00
	1007	ILLINOIS COUNTIES RISK MANAGEMENT TRUST	21000669222301 122022	21000669222301 FY23-Liability Insurance 122022 Dec Payment	190011 68000	Liability Insurance Premiums	\$8,327.00
						Sub-Total	\$24,980.00
	1199	KLUBER, INC.	111822PickerillR oof	Pickerill Roofing	190711 68500	Project Fund Expenses	\$47,632.50
						Sub-Total	\$47,632.50
	1199	KLUBER, INC.	111822Pickerill	Pickerill Construction	191311 70330	Construction	\$203,031.00
						Sub-Total	\$203,031.00
,	1827	UPLAND DESIGN LTD	21-939B-04	Fox River Bluffs- Professional Services	190811 70650	Professional Services (A&E)	\$6,597.50
						Sub-Total	\$6,597.50
Grounds and Natural					Forest Preserve Director	r Total	\$294,738.47
Resources	413	DEKANE EQUIPMENT CORP	IA87194	Back Pack Blower Repair Part	19001183 62160	Equipment	\$36.94
	909	ELBURN NAPA, INC.	486011152022	Grounds Equipment	19001183 62160	Equipment	\$276.54
	556	FLATSO'S TIRE SHOP	25726	tires for Kubota	19001183 62160	Eauipment	\$580.00

\$61.97	\$149.36	\$702.82	\$23.98	\$23.98	\$100.41	\$94.68	\$462.84	\$657.93	\$1,384.73	\$304,851.11
Naturai Gas	Natural Gas	Sub-Total	Building Maintenance	Sub-Total	Grounds and Maintenance	Grounds and Maintenance	Grounds and Maintenance	Sub-Total	Total	Grand Total
19001171 63090	19001171 63090		19001171 63120		19001171 68580	19001171 68580	19001171 68580		Hoover	
72389374124111 Nicor Hoover Residence 822	Nicor Hoover Maintenance		Hoover Buildings Hose, Rustoleom		Hoover Gravel	Hoover Gravel	Excavator Rental-Hoover			
72389374124111 822	88551401149111 822		176325		31648	31730	334051-1			
NICOR	NICOR		YORKVILLE ACE & RADIO SHACK		CENTRAL LIMESTONE CO INC	CENTRAL LIMESTONE CO INC	FIRST PLACE RENTAL			
1452	1452		1950		236	236	542			
Hoover										

Claims Listing

1960 Country Country		ני				12/15/2022 8:38:42 AM	¥.	
1960 JOHN DEFRE	Department	Vendor #	Vendor Name	Invoice #	Invoice Description	GL Account	Description	Invoice Amount
1323 MENARDS G0082 Ellis-Wheelbarrow, snaps 19001161 69580 Grounds and Begs Grounds and Grounds and Begs Ground	Illis Barn	1060	IOHN DEFRE	1112/156712162	FY22-Filis House and	19001161 6858		\$E4 70
1323 MENARDS 60082 Ellis-Wheelbarrow, snaps 19001161 68580 Grounds and Maintenance			FINANCIAL	2	Grounds Supplies and Equip			6.1.0¢
SYNCB/AMAZON MATX-116R- FY22-Ellis Trash Bags 19001162 68580 Grounds and Maintenance 11323 MENARDS 59121 FY22-Ellis - Driveway Marker, Traps FY22-Ellis - Driveway Marker, Tollet Paper, 19001162 68580 Grounds and Maintenance FY22-Ellis - Driveway Marker, Tollet Paper, 19001162 68580 Grounds and Maintenance FY22-Ellis - Driveway Marker, Tollet Paper, 19001162 68580 Grounds and Maintenance FY22-Ellis - Driveway Marker, Tollet Paper, 19001160 62000 Office Supplies FY22-Ellis - Driveway Marker, Tollet Paper 19001160 62000 Office Supplies FY22-Ellis - Driveway Marker, Tollet Paper 19001160 62000 Office Supplies FY22-Ellis - Driveway Marker, Tollet Paper 19001160 62000 Office Supplies FY22-Ellis - Driveway Marker, Tollet Paper 19001160 62000 Office Supplies FY22-Ellis - Driveway Marker, Tollet Paper 19001160 62000 Office Supplies FY22-Ellis - Driveway Marker, Tollet Paper 19001160 62000 Office Supplies FY22-Ellis - Driveway Marker, Tollet Paper 19001160 62000 Office Supplies FY22-Ellis - Driveway Marker, Tollet Paper 19001160 62000 Office Supplies FY22-Ellis - Driveway Marker, Tollet Paper 19001160 62000 Office Supplies FY22-Ellis - Driveway Marker, Tollet Paper 19001160 62000 Office Supplies FY22-Ellis - Driveway Marker, FY22-Ellis - Driveway		1323	MENARDS	60082	Ellis-Wheelbarrow, snaps			\$79.57
SYNCB/AMAZON 1M7X-116R- FY22-Ellis Trash Bags 19001162 68580 Grounds and Maintenance 1060 JOHN DEERE 11134156712152 FY22-Ellis House and FINANCIAL 2 Equip 19001162 68580 Grounds and Maintenance 1323 MENARDS 59121 FY22-Ellis Common 19001162 68580 Grounds and Maintenance 1323 MENARDS 59121 FY22-Ellis Common 19001162 68580 Grounds and Maintenance 1323 MENARDS 59121 FY22-Ellis Common 19001162 68580 Grounds and Maintenance 1323 MENARDS 59121 FY22-Ellis Common 19001162 68580 Grounds and Maintenance 1323 MENARDS 11 GX-ND3D- Ellis Office Supplies- 19001160 62000 Office Supplies 19001160 62000 Office Supplies-							Sub-Tota	
SYNCB/AMAZON TM7X-1T6R- FY22-Ellis Trash Bags 19001162 68580 Grounds and FINANCIAL Crounds Supplies and FINANCIAL Crounds Supplies and Equip Crounds Supplies Traps Thinkenance Total SyncB/AMAZON TIGX-ND3D- Ellis Office Supplies- Total SyncB/AMAZON Tigy-6D4R- Ellis Office Supplies- Tigy-6D4R- Tigy-6D4R- Ellis Office Supplies- Tigy-6D4R- Tigy-6D4R- Tigy-	Filis Grounds					Ellis E		
1060 JOHN DEERE 11134156712152 FY22-Ellis House and Grounds Supplies and Equip 19001162 68580 Grounds and Maintenance 1323 MENARDS 58882 FY22-Ellis Loe Melt, Tarps. Driveway Marker, Traps 19001162 68580 Grounds and Maintenance 1323 MENARDS 59121 FY22-Ellis-Driveway Marker, Traps Maintenance 19001162 68580 Grounds and Maintenance 1323 MENARDS 59121 FY22-Ellis-Driveway Marker, Toilet Paper, paper to 19001162 68580 Grounds and Maintenance 1323 MENARDS 1GX-ND3D- Ellis Office Supplies-Maintenance 19001160 62000 Office Supplies 51 SYNCB/AMAZON 1GQR-CJFW- Ellis Office Supplies-Mainten Stand 19001160 G2000 Office Supplies 51 SYNCB/AMAZON 1X9H-GD4R- Ellis Office Supplies-Mainten Paper 19001160 G2000 Office Supplies 51 SYNCB/AMAZON 1X9H-GD4R- Ellis Office Supplies-Maintenance 19001160 G2000 Office Supplies		51	SYNCB/AMAZON	1M7X-1T6R- M6DJ	FY22-Ellis Trash Bags	19001162 6858		\$81.34
MENARDS 58882		1060	JOHN DEERE FINANCIAL	11134156712152 2	FY22-Ellis House and Grounds Supplies and Equip	19001162 6858		\$387.38
1323 MENARDS 59121 FY22-Ellis-Driveway paper to paper p		1323	MENARDS	58882	FY22-Ellis Ice Melt, Tarp, Driveway Marker, Traps			\$41.93
SYNCB/AMAZON 11GX-ND3D- Ellis Office Supplies- Deckside Machine Stand STNCB/AMAZON 16QR-CJFW- Ellis Office Supplies- Nheels for Office Chair SYNCB/AMAZON 1X9H-6D4R- Ellis Office Supplies- 19001160 62000 Office Supplies- Printer Paper		1323	MENARDS	59121	FY22-Ellis-Driveway Marker, Toilet Paper, paper to	19001162 6858		\$38.87
F1 SYNCB/AMAZON 11GX-ND3D- Ellis Office Supplies- 19001160 62000 Office Supplies Machine Stand SYNCB/AMAZON 16QR-CJFW- Ellis Office Supplies- 19001160 62000 Office Supplies 3XHF Wheels for Office Supplies- 19001160 62000 Office Supplies Printer Paper 19001160 62000 Office Supplies							Sub-Tota	
51 SYNCB/AMAZON 11GX-ND3D- Ellis Office Supplies- 19001160 62000 Office Supplies MDX1 Deckside Machine Stand 51 SYNCB/AMAZON 16QR-CJFW- Ellis Office Supplies- 19001160 62000 Office Supplies 51 SYNCB/AMAZON 1X9H-6D4R- Ellis Office Supplies- 19001160 62000 Office Supplies- Printer Paper	Ellis House					Ellis Grou		
SYNCB/AMAZON 16QR-CJFW- Ellis Office Supplies- 19001160 62000 Office Supplies 3XHF wheels for Office Chair SYNCB/AMAZON 1X9H-6D4R- Ellis Office Supplies- 19001160 62000 Office Supplies 3TRG Printer Paper		21	SYNCB/AMAZON	11GX-ND3D- MDX1	Ellis Office Supplies- Deckside Machine Stand	19001160 6200		
SYNCB/AMAZON 1X9H-6D4R- Ellis Office Supplies- 19001160 62000 Office Supplies 3TRG Printer Paper		51	SYNCB/AMAZON	16QR-CJFW- 3XHF	Ellis Office Supplies- wheels for Office Chair	19001160 6200		
		51	SYNCB/AMAZON	1X9H-6D4R- 3TRG	Ellis Office Supplies- Printer Paper	19001160 6200		

1 of 8

FY22-\$142.29, FY23- 190011 62150 Contractual \$262.32 \$120.03 Whitt Services	Sub-Total \$517.31	Ilbrook Electric	mEd Richard 190011 63510 Electric \$23.34	mEd Jay Woods 190011 63510 Electric \$23.49	mEd Harris 190011 63510 Electric \$22.97	mEd Harris 190011 63510 Electric \$62.67	mEd Baker 190011 63510 Electric \$18.67	Sub-Total \$176.99	e Payment Dec 190011 68000 Liability \$8,327.00 Insurance Premiums	Sub-Total \$8,327.00	sphanie's 190011 68500 Project Fund \$1,200.00 Soncrete Work Expenses	kerill Roofing 190711 68500 Project Fund \$47,632.50 Expenses	Sub-Total \$48,832.50	
		5 FY22-Millbrook Electric Nov 2022	5 FY22-ComEd Richard Young	5 FY22-ComEd Jay Woods	5 FY22-ComEd Harris Arenta	5 FY22-ComEd Harris	93615780001215 FY22-ComEd Baker 22 Woods		Insurance Payment Dec 1 2022		FY22-Stephanie's Garden Concrete Work	FY22-Pickerill Roofing		FY22-Pickerill
		27864440061215 22	09270071631215 22	11231661021215 22	55147100051215 22	55147110021215 22	9361578000121 22		R2- 10006692223011 215		Steph Garden	19-429- 12501215Roof		19-429-
		AMEREN ILLINOIS	COMED	COMED	COMED	COMED	COMED		ILLINOIS COUNTIES RISK MANAGEMENT TRUST		RICH MC CASLIN CONSTRUCTION	LITE CONSTRUCTION INC		LITE CONSTRUCTION .
0000		29	2047	2047	2047	2047	2047		1007		1602	2826		2826

\$450.00	\$100.00	\$100.00	\$100.00	\$105.00	\$855.00	\$269.36	\$859.25	\$52.64	\$1,181.25	\$1,413.34	\$1,413.34	\$850.00	\$199.88
Security Deposit Refund	Security Deposit Refund	Security Deposit Refund	Security Deposit Refund	Security Deposit Refund	Sub-Total	Electric	Electric	Electric	Sub-Total	Shop Supplies	Sub-Total	Building Maintenance	Building
63040	63040	63040	63040	63040		63100	63100	63100		63110		63120	63120
19001171 63040	19001171 63040	19001171 63040	19001171 63040	19001171 63040		19001171 63100	19001171 63100	19001171 63100		19001171 63110		19001171 63120	19001171 63120
MHL, Bunkhouse Sec Dep Return	Moonseed Sec Dep Return	Blazing Star Sec Dep Return	Kingfisher Sec Dep Return	MHL Sec Dep Return		07560810171215 FY22-ComEd Hoover 22 Bathhouse	FY22-ComEd Hoover Multiple	FY22-ComEd Hoover Residence		Garbage bags, cleaner, toilet paper, spray		Rookery Furnace Service, Repairs	Hoover-Grounds,
22-00246	22-00098	22-00196	22-00251	22-00300		07560810171215 22	07936730151215 22	19380210811215 22				99300500638-2	60336
SANJAY PATEL	FRED PETERSON	STEPHEN LEROY	ROBERT ROJAS	JON NELSON		COMED	COMED	COMED		UNIQUE PRODUCTS & 441944 SERVICE		KENDALL PLUMBING & HEATING	MENARDS
3346	4137	4138	4139	4140		2047	2047	2047		1820		1152	1323

Hoover

1823	ULINE	79124025	Grounds and Hoover Supplies and Equipment	19001171 63120	Building Maintenance	\$297.86
					Sub-Total	\$1,347.74
1323	MENARDS	60336	Hoover-Grounds, Building, Fuel	19001171 68580	Grounds and Maintenance	\$23.92
					Sub-Total	\$23.92
				Hoover	r Total	\$5,106.25
2047	COMED	5514228011121	55142280111215 FY22-ComEd Pickerill House	19001184 63100	Electric	\$287.76
2047	COMED	5514229027121 22	55142290271215 FY22-ComEd Pickerill 22	19001184 63100	Electric	\$13.88
					Sub-Total	\$301.64
				Pickerill - Pigott	t Total	\$301.64
					Grand Total	\$275,979.68

Kendall County Forest Preserve District Reciprocal Access and Designated Trail Riding License Agreement

This Reciprocal Access and Designated Trail Riding License Agreement ("Agreement") is entered into upon the date of the last signature below, by and between the Kendall County Forest Preserve District, a body politic and Illinois unit of local government (hereinafter the "District"), and Robert Bright, as Trustee of the Madison Trust and Castle Bank, N/A (hereinafter to as "Bright"), the premises located at 10978 Crimmins Rd, Newark, IL 6054, being a primary residence of the Bright Family.

RECITALS

- 1. The District owns certain parcels of land commonly known as the Millington Forest Preserve in Newark, Illinois identifiable by the following Parcel ID Numbers: 04-29-300-011; 04-29-300-013; 04-32-100-007; 04-32-100-009; 04-32-100-005, and 04-28-300-002).
- Bright owns the property known as Brighter Daze Farm in Newark, Illinois, which
 includes those parcels of land identifiable by the Parcel ID Numbers ("PINS") 04-30-400007; 04-29-300-010 and 04-29-300-012, including an access drive to Millington Forest
 Preserve located on said parcels of land ("Access Drive").
- 3. Millington Forest Preserve contains natural areas, stream corridors and agricultural lands that includes an unimproved turf trail corridor.
- 4. The District desires permitted access to the Access Drive, as set forth in further detail in the attached **Exhibit A** incorporated herein by reference, to provide vehicular and equipment access by District staff, farm operators licensed by the District, and other District contractors for the purposes of supporting row crop farming, and natural area and natural resources management activities, and other preserve maintenance activities.
- 5. Bright desires permitted access to the Millington Forest Preserve unimproved trail system for the purpose of horseback riding on designated trails as set forth in further detail in the **Exhibit B** incorporated herein by reference (the "Designated Trail Corridor"), and to provide voluntary assistance maintaining the Designated Trail Corridor.

AGREEMENT

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

1. Incorporation

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

2. Reciprocal Grant of License - License Period

Subject to the terms and conditions contained in this Agreement, the District grants to Bright a twelve-month license and permit (the "Bright License") beginning on February 23, 2023 and ending on February 23, 2024 to access the Designated Trail Corridor for horseback riding

from sunrise to sunset. Such use is to be in accordance with this Agreement. The District shall issue twenty (20) permit tags representing the total number of horses owned or boarded by Bright's family members, employees, and patrons for display when accessing the Designated Trail Corridor. Family members, employees, and patrons of Bright shall also have a non-exclusive right to use of the Designated Trail Corridor pursuant to the terms of this Agreement and the Kendall County Forest Preserve District's General Use Ordinance.

Subject to the terms and conditions of this Agreement, Bright grants to the District a twelve-month license (the "District License") beginning on February 24, 2023 and ending on February 24, 2024 to access Millington Forest Preserve for District purposes utilizing the Bright's existing Access Drive located only on those parcels named within provision 2 of the above Recitals, and further identifiable on Exhibit A.

The Access Drive and the Designated Trail Corridor may be collectively referred to herein as the "Licensed Areas".

Non-Exclusive Licenses

Both the Bright License and the District License shall be non-exclusive. The District and Bright shall continue their respective uses of the Licensed Areas subject to the terms and conditions of this Agreement and the Kendall County Forest Preserve District's General Use Ordinance.

This Agreement is not, and does not, constitute a lease or other rental agreement. Both Bright's and District's non-exclusive rights to use the Licensed Areas may be terminated in accordance with the terms set forth in this Agreement, where applicable.

Should conflicts in the Parties' use of the Designated Trail Corridor arise, District activities taking place at Millington Forest Preserve shall take precedence over Bright's permitted access to the Designated Trail Corridors. Bright shall temporarily cease its use of the Designated Trail Corridor under this Agreement and the Bright License when such use conflicts with the District's use of the Designated Trail Corridor ("Bright's Conflicting Use"). Bright's Conflicting Use shall cease until such a time when Bright's use of the Designated Trail Corridor no longer conflicts with District's use of same. The District shall provide notice to Bright of the potential of a conflicting use of the Designated Trail Corridor within a reasonable time of District becoming aware of same.

4. District Access to the Access Drive

The District shall have the right, but not the obligation, to access Millington Forest Preserve using the Access Drive between 9 am and 4 pm Monday through Thursday ("Regular Business Hours"). The District shall use the Access Drive in such manner as to not unreasonably interfere with the rights of Bright under this Agreement, including but not limited to driving at or below a speed limit of ten miles per hour (10 mph). Bright shall provide to the District reasonable use of the Access Drive outside of Regular Business Hours upon request from the District as set forth in this Section 4.

The District acknowledges that Bright utilizes a gate to control access to the Access Drive. Bright shall provide to District use of the apparatus responsible for operating the gate, including but not limited to any access codes necessary for gate operation, to permit District use of the Access Drive within Regular Business Hours.

Should the District require use of the Access Drive outside of Regular Business Hours, the District shall request same from Bright as set forth herein. The District shall make a request to use the Access Drive outside of Regular Business Hours by contacting representatives of Bright via telephone or email using the following contact information:

a. Primary contact: Robert Bright

Ph: (630) 417-1548

Email: BobSr2@route66construction.com

b. Secondary contact: Joann Bright-Theis

Ph: (630) 774-0042

Email: joannbright91@gmail.com

c. Alternate Contact: Nicola Bright

Ph: (815) 695-9955 nicola@ryanex.com

d. Alternate Contact: Adam Theis

Ph: (630) 880-6387

Email: atheis@griffithfoods.com

The District shall make such a request at least twenty-four (24) hours prior to requiring use of the Access Drive outside of Regular Business Hours. Bright shall comply with District's request upon receipt of sufficient request as set forth above.

5. Payment Provisions

Bright shall provide a lump sum payment to the District of one dollar (\$1.00) paid-in-hand representing payment in full for the twelve-month License for use of the Designated Trail Corridor. District shall provide a lump sum payment to Bright of one dollar (\$1.00) paid-in-hand representing payment in full for the District License.

Trail Maintenance

Bright, its contractors, agents and volunteers may, at Bright's own expense, perform routine maintenance within the Designated Trail Corridor ("Routine Maintenance"). Routine Maintenance shall be limited to clearing of overhanging limbs or vegetation within the Designated Trail Corridor. No motorized power equipment, mowers, or chemicals which may cause trail compaction, erosion or other impacts to surrounding flora and vegetation may be used or applied during Routine Maintenance without receiving prior written permission from the District's Executive Director. Bright shall not make any structural improvements and/or changes to the District's property without the prior written consent of the District. Bright shall email the District at dguritz@kendallcountyil.gov at least twenty-four (24) hours prior to entering the Designated Trail Corridor to perform any Routine Maintenance. Bright shall be prohibited from performing Routine Maintenance when instructed not to do so by the District or its Executive Director.

Bright shall indemnify, defend and hold-harmless the District, its officials, officers, employees, including their past, present, and future Commissioners, elected officials and agents, from any cause or claim related to or arising out of Bright's, its contractor's, agents and/or volunteer's Routine Maintenance in conformity with the indemnification provisions provided herein.

Bright may, with the prior written consent of District, contract out Routine Maintenance of the Designated Trail Corridor provided that any contractor engaged by Bright for such purpose, or

any subcontractor of such contractor, is approved by the District and complies with the insurance and indemnification requirements contained herein ("Maintenance Contractor"). Bright acknowledges and agrees that the District expressly withholds prior authorization from Bright to contract out any Routine Maintenance or any other work that would constitute a "public work" under the Illinois Prevailing Wage Act (820 ILCS 130/0.01 et seq.)

Bright shall have the following clauses placed within any contracts with Maintenance Contractors who will be tasked with maintenance activities, including but not limited to Routine Maintenance, in the Licensed Areas:

- a. Maintenance Contractor shall indemnify, hold harmless and defend with counsel of the District's own choosing, the District, its officials, officers, employees, including their past, present, and future Commissioners, elected officials and agents from and against all liability, claims, suits, demands, proceedings and actions, including costs, reasonable fees and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property (collectively, "Claims"), to the extent such Claims result from the performance of this contract by Contractor or those Claims are due to any negligent, intentional, or willful acts, errors, omissions or misconduct of Contractor in its performance under this Agreement. Nothing contained herein shall be construed as prohibiting the District, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Indemnification obligations shall survive the termination of this Agreement.
- b. Maintenance Contractor shall obtain and continue in force, during the term of the Agreement, all insurance as set forth below. Each insurance policy shall not be cancelled or changed without thirty (30) days prior written notice, given by the insurance carrier to the District. Before starting work hereunder, Contractor shall deposit with the District certificates evidencing the insurance it is to provide hereunder: (a) Worker's Compensation and Occupational Disease Disability insurance, as required by the State of Illinois, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease, (b) Employer's comprehensive general liability insurance for both personal injury and property damage in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 aggregate per project, (c) Comprehensive business automobile liability insurance in the minimum amount of \$1,000,000 combined single limit, (d) Minimum umbrella occurrence insurance of \$5,000,000 per occurrence and \$5,000,000 aggregate, (e) and if Professional Services shall be contracted for, Professional liability insurance in the minimum amount of \$1,000,000 combined single limit. The District shall be named as an Additional Insured on a Primary and Non-Contributory basis with respect to all liability coverage. Further, all liability and workers' compensation policies must include a waiver of subrogation in favor of the District. The District shall also be designated as the certificate holder. The District's or BrighterDaze Farm, LLC failure to demand such certificate of insurance shall not act as a waiver of Contractor's obligation to maintain the insurance required under this Agreement. The insurance required under this Agreement does not represent that coverage and limits will necessarily be adequate to protect Contractor, nor be deemed as a limitation on Contractor's liability to the District in this Agreement.

Maintenance Contractor will also obtain Insurance against damage or destruction to the District's property and all Property, whether or not owned by the District; that is located at the site of the work, providing "all risk" peril coverage, in the amount of 100% of

replacement costs (collectively "All Risk Insurance"). Such insurance shall have an agreed amount endorsement if available.

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

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

- c. Maintenance Contractors shall comply with all federal, state and local rules, regulations and licensing requirements, including without limitation licensing requirements of Kendall County and the District, in the conduct of their business and the performance of maintenance services.
- d. Maintenance Contractors and their consultants, employees, contractors, subcontractors, and agents agree to comply with all provisions of the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 et seq. and the Illinois Drug Free Workplace Act, 30 ILCS 580/1 et seq.
- e. Maintenance Contractors, their officers, employees, and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations.
- f. Maintenance Contractor agrees to comply with all applicable federal, state and local laws and regulatory requirements and to secure such licenses as may be required for its employees and to conduct business in the state, municipality, county and location. Such obligation includes, but is not limited to, environmental laws, civil rights laws, prevailing wage and labor laws.
- g. All services to be undertaken by Maintenance Contactor shall be carried out by competent and properly trained personnel of Maintenance Contractor to the highest standards and to the satisfaction of District. All services, materials and components shall conform to relevant manufacturers' and equipment suppliers' specifications, and all materials and spare parts shall be obtained from the original equipment manufacturers or from suppliers approved by them. No warranties implied or explicit may be waived or denied.

- h. It is understood and agreed that Maintenance Contractor is an independent contractor and is not an employee of, partner of, agent of, or in a joint venture with the District. Maintenance Contractor understands and agrees that Maintenance Contractor is solely responsible for paying all wages, benefits and any other compensation due and owing to Maintenance Contractor 's officers, employees, and agents for the performance of services set forth in the contract Maintenance Contractor further understands and agrees that Maintenance Contractor is solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for Maintenance Contractor 's officers, employees and/or agents who perform services as set forth in the Agreement. Maintenance Contractor also acknowledges its obligation to obtain appropriate insurance coverage for the benefit of Maintenance Contractor, Maintenance Contractor's officers, employees and agents and agrees that District is not responsible for providing any insurance coverage for the benefit of Maintenance Contractor, Maintenance Contractor's officers, employees and agents. Maintenance Contractor hereby agrees to defend with counsel of District's own choosing, indemnify and waive any right to recover alleged damages, penalties, interest, fees (including attorneys' fees), and/or costs from District, its Commissioners, board members, officials. employees, insurers, and agents for any alleged injuries that Maintenance Contractor, its officers, employees and/or agents may sustain while performing services under the Agreement.
- i. Maintenance Contractor shall exercise general and overall control of its officers, employees and/or agents. Maintenance Contractor agrees that no one shall be assigned to perform work at District's facilities or on District property on behalf of Maintenance Contractor, Maintenance Contractor 's consultants, subcontractors and their respective officers, employees, agents and assigns unless Maintenance Contractor has completed a criminal background investigation for each individual to be performing work at the site. In the event that the individual's criminal background investigation reveals that the individual has a conviction record that has not been sealed, expunged or impounded under Section 5.2 of the Criminal Identification Act, Maintenance Contractor agrees that the individual shall not be assigned to perform work on or at District's facilities or on District Property absent prior written consent from District. District, at any time, for any reason and in District's sole discretion, may require Maintenance Contractor and/or Maintenance Contractor's consultants, and/or subcontractors to remove any individual from performing any further work under the contract.
- j. Maintenance Contractor hereby waives any claim of lien against subject premises on behalf of Maintenance Contractor, its officers, insurers, employees, agents, suppliers and/or sub-contractors employed by this Agreement. Upon completion of the project and as a condition prior to payment in full, Maintenance Contractor shall tender to District a final waiver of lien for all subcontractors and/or suppliers.
- k. The District, at any time, for any reason and in the District's sole discretion, may require any of Licensee's Maintenance Contractors, and/or subcontractors to be removed and enjoined from performing any further work on District property.

Prior to performing maintenance, including but not limited to Routine Maintenance, on the Licensed Areas, Bright shall provide to the District in writing the name, address, telephone number and email address of the Maintenance Contractor hired to complete any maintenance work and that of Bright's authorized representative(s) who will have authority to make decisions

and take actions on behalf of Bright, with respect to this Agreement, and Bright's obligations hereunder, including in the event of an emergency situation requirement immediate action.

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

Bright shall be responsible for the protection of all maintenance work (including, but not limited to, all work performed by Bright, its agents or any Maintenance Contractor(s) or contractor(s) employed by Bright) until its completion, and shall, at Bright's own expense, replace damaged or lost materials or repair damaged parts of the maintenance work, and that Bright shall be liable therefore. Bright shall remove from the vicinity of the maintenance work upon its completion all surplus material or equipment belonging to Bright, its agents or the Maintenance Contractor or sub-contractor employed by Bright, or used under their direction during maintenance. Bright shall remove all surplus materials, and debris of all kinds from the maintenance site, or portions of property at or adjacent to the site of the maintenance.

The District shall have no liability or responsibility for the protection, safety or condition of the Licensed Areas, Bright's or Bright's Contractor's Agents, Equipment, Employees, Horses or Trail Riders, and Bright hereby waives and all claims against the District in regard to the same.

Bright shall immediately advise the District of any damage to any District property.

The District shall assume no liability or responsibility for property lost or stolen on District property, or for personal injuries sustained on District property during Bright's use or Maintenance Contractor's use of any District property and Bright hereby waives, releases, protects, indemnifies and shall defend the District of any and all claims against the District in regard to the same as set forth below.

7. Indemnification

To the extent allowable by law, Bright shall indemnify, hold harmless and defend with counsel of the District's own choosing, the District, its officials, officers, employees, including their past, present, and future Commissioners and agents from and against all liability, claims, suits, demands, proceedings and actions, including costs, reasonable fees and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property (collectively, "Claims"), to the extent such Claims directly or indirectly result from the Bright's usage of the Licensed Areas, Bright's maintenance of the Licensed Areas, Maintenance Contractor's maintenance of the Licensed Areas, or those claims are due to any negligent, intentional and/or willful acts, errors, omissions or misconduct of Bright or its agents, including but not limited to Maintenance Contractors, in its performance of this Agreement, or any other activities under the Bright License. Nothing contained herein shall be construed as prohibiting the District from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Indemnification obligations shall survive the termination of this Agreement.

To the fullest extent permitted by the laws of the State of Illinois, Bright hereby waives any and all rights or claims Bright may have at any time against the District, its Commissioners, officers,

agents and employees for injury to or the death of any person, or for damage, destruction or loss of any property, sustained or incurred by Bright or any person claiming by, through or under Bright in connection with the exercise by such persons and the rights and privileges granted to Bright hereunder, or the conduct of the occurring on the Licensed Areas, except to the extent that such loss, damage or destruction is caused by the willful and wanton conduct of the District or District's agents and employees. Bright also waives any claims for any personal injury or any loss or damages caused by fire, vandalism, theft or other casualty, to or of any vehicle, equipment, merchandise or personal property on District property at any time arising out of the period of this Agreement.

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

8. Provision and Maintenance of Equipment

Bright and Bright's Maintenance Contractors shall be responsible for selecting only equipment that meets any and all safety standards and ratings applicable to such equipment. It is further understood that the District shall have no obligation to provide any of the above referenced equipment.

9. Bright's Rights and Obligations

In performing under the terms of this Agreement, Bright shall adhere to all applicable laws, regulations and Kendall County and District ordinances, rules, regulations, policies, and procedures. Bright and all of Bright's employees, contractors, volunteers, members, agents, and participants shall follow the District's General Use Ordinance whenever on District Property. (General Use Ordinance is available here:

https://www.kendallcountyil.gov/home/showpublisheddocument/25140/637997948958070000 Violation of the District's General Use Ordinance shall result in the immediate suspension of this License Agreement pending review of the violation and determination of penalty by the District's Board of Commissioners.

Bright shall inspect the Designated Trail Corridor prior to executing this Agreement to determine that the Designated Trail Corridor is reasonably suited for the use(s) contemplated by Bright. Thereafter, Bright shall inspect the Licensed Areas prior to and subsequent to each use by Bright to identify any potential safety hazards. Bright shall take all reasonable and appropriate measures to protect all participants and officials and any other persons reasonably anticipated to be present during, or involved in, the uses contemplated by this Agreement and the Bright License, from known or foreseeable safety hazards. Bright shall promptly advise the District of any known or foreseeable safety hazards upon Bright obtaining knowledge of same, and prior to using, or allowing others to use the Licensed Areas.

Bright shall use the Designated Trail Corridor at its own risk. Bright is solely responsible for any and all supervision and security services for its use of the Designated Trail Corridor, and acknowledges that the District shall not provide, nor shall it be obligated to provide, any security or protection in connections with the Bright's use of the Designated Trail Corridor.

10. Term, Termination and Modification

Either party reserves the right to request from the other party alterations the terms and conditions of this Agreement, or to terminate this Agreement and any license issued hereunder after providing fourteen (14) days advance written notice. The District reserves the right to terminate the Bright License without notice due to the misconduct of Bright or any person associated with Bright or actions of those present at the Bright 's event that involve misuse, destruction, or damage to District property, or for any violation of this Agreement of restrictions set forth in the permit issued under the Bright License. Further, the District reserves the right to terminate this Agreement without notice for purposes deemed necessary for public safety, necessary for the preservation of property.

Unless sooner terminated in accordance with the provisions of this Agreement, and subject to the survival of certain obligations as provided in this Agreement, this Agreement shall terminate for all purposes on February 25, 2024. Use of designated trail by Bright after this date will be considered a violation of the District's General Use Ordinance.

11. No Third Party Beneficiary / Joint Venture

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

12. Liens

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

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

13. General Provisions

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

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

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

Both parties affirm no District officer or elected official has a direct or indirect pecuniary interest in Bright or this Agreement, or, if any District officer or elected official does have a direct or indirect pecuniary interest in Bright or this Agreement, that interest, and the procedure followed to effectuate this Agreement has and will comply with 50 ILCS 105/3.

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

Any notice required or permitted to be given pursuant to this Agreement shall be duly given if sent by fax, certified mail, or courier service and received, in the case of notice to the District, Kendall County Forest Preserve District, Attention: Director, 110 West Madison Street, Yorkville, Illinois, 60560, fax (630) 553-4023 with copy sent to: Kendall County State's Attorney, 807 John Street, Yorkville, Illinois, 60560, fax (630) 553-4204.

And, in the case of Bright, to: Robert Bright 10978 Crimmins Rd, Newark, IL

Neither party shall assign, sublet, sell, or transfer its interest in this Agreement without the prior written consent of the other.

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

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

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

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

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

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

IN WITNESS WHEROF, the District and the Bright has caused this Agreement to be executed by a duly authorized officer thereof as of December 20, 2022.

Ву:		Date:	
•	Brian DeBolt, President		
	Kendall County Forest Preserve District		
Ву:		Date:	
	Robert Bright, Trustee		
	Madison Trust Castle Bank N/A		



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Phillip D. Young and Associates, Inc. 20175 1078 South Bridge Street Yorkville, fillinois 60560 Telephone (630)555–1580 The Subject property a located in Zees X (evres of minimal football by the Control of the Control of the Control football of shown in TEM Fast Issuemen flats they forwer in THIS CONTROL and 1709/SCOTIOG with on effective dots of Petropy 4, 2008. December 7, 2018 WETLANDS STATEMENT:

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2023-2024 Reciprocal Access and Designated Trail Riding License Agreement - EXHIBIT A

KENDALL COUNTY FOREST PRESERVE DISTRICT

HISTORIC KENDALL COUNTY COURTHOUSE

110 WEST MADISON STREET

YORKVILLE, IL 60560

Kendall County Forest Preserve District 2022-2024 Board of Commissioners and Committees

Brian DeBolt, President**
bdebolt@kendallcountyil.gov

Ruben Rodriguez, Vice President* rrodriguez@kendallcountyil.gov

Seth Wormley, Secretary**
swormley@kendallcountyil.gov

District 1

Scott Gengler*
sgengler@kendallcountyil.gov
Jason Peterson**
jpeterson@kendallcountyil.gov

District 2

Zach Bachmann*
zbachman@co.kendall.il.us
Elizabeth Flowers*
eflowers@kenallcountyil.gov
Matt Kellogg**
mkellogg@co.kendall.il.us
Dan Koukol*
dkoukol@co.kendall.il.us
Brooke Shanley**
bshanley@co.kendall.il.us

*KCFPD Operations Committee Members (Dan Koukol, Chair; TBA, Vice-Chair)

**KCFPD Finance Committee Members (Seth Wormley, Chair; TBA, Vice-Chair)