

To: Kendall County Forest Preserve District
Programming and Events Committee

From: Emily Dombrowski and April Morris - Environmental Education Coordinators

RE: Environmental Education Programming - Fiscal Year Breakdown and Analysis

Date: 4-Jan-17

2701/2702-300 Series Cost Centers	Description	FY 15-16 Budget	FY 15-16 Actual	FY 16-17 Budget	Notes
Environmental Education Env Ed					General donations, grants, and sponsorships contingency.
3001335	Donations	\$ 500.00	\$ -	\$ 500.00	
Net Gain/(Loss)		\$ 500.00	\$ -	\$ 500.00	
School Programs					*Expanded marketing efforts. We will email booklets in January to all school teachers who have previously signed up for our programs. We will also email booklets to new teachers at schools. Use of a Facebook ad to target teachers and educators will be explored.
3011507	Sch. Prog. Rev.	\$ 44,000.00	\$ 29,503.50	\$ 35,960.00	
3016128	PT Salaries	\$ 32,037.00	\$ 31,906.42	\$ 35,925.00	
3016300	IMRF/SS	\$ 4,676.00	\$ 4,229.24	\$ 5,124.00	
3016849	Sch. Prog. Exp. (Supplies)	\$ 950.00	\$ 366.03	\$ 950.00	
Net Gain/(Loss)		\$ 6,337.00	\$ (6,998.19)	\$ (6,039.00)	
Camps					*Expanded marketing efforts. Canoe rental cost reduction - Expenses include KCOEC coop. camp experiences. We plan on advertising on Facebook and emailing & direct mailing all families that have previously participated in summer camps.
3021507	Revenue	\$ 32,970.00	\$ 18,760.00	\$ 39,118.00	
3026128	PT Salaries	\$ 24,652.00	\$ 16,688.68	\$ 26,075.00	
3026300	IMRF/SS	\$ 4,111.00	\$ 1,799.89	\$ 3,719.00	
3026849	Camp Exp (Supplies)	\$ 4,200.00	\$ 4,436.97	\$ 3,000.00	
Net Gain/(Loss)		\$ 7.00	\$ (4,165.54)	\$ 6,324.00	
Public Programs					*Expanded marketing efforts - positive results noted. Registration for scout programs has increased. We have also seen an increase in our Babes in the Woods and Toddling Naturalist programs due to Facebook marketing & continue to attend Scout Council open houses.
3041507	Revenue	\$ 6,000.00	\$ 1,575.00	\$ 4,000.00	
3046128	PT Salaries	\$ 3,244.00	\$ 4,080.15	\$ 3,500.00	
3046300	IMRF/SS	\$ 641.00	\$ 634.67	\$ 500.00	
3046849	Other Exp. (Supplies)	\$ 1,000.00	\$ 619.83	\$ 700.00	
Net Gain/(Loss)		\$ 1,115.00	\$ (3,759.65)	\$ (700.00)	
Laws of Nature					Animal care supplies and weekly care.
3056128	PT Salaries	\$ 1,040.00	\$ 1,655.64	\$ 1,750.00	
3056300	IMRF/SS	\$ 80.00	\$ 206.56	\$ 250.00	
3056849	Laws Exp. (Supplies)	\$ 1,000.00	\$ 815.21	\$ 750.00	
Net Gain/(Loss)		\$ (2,120.00)	\$ (2,677.41)	\$ (2,750.00)	
Environmental Ed Other					Previous coding for Native American/Bug Fest contractual presenters.
3066849	Env. Ed. Oth. (Contractual)	\$ 7,900.00	\$ 1,296.50	\$ -	
Net Gain/(Loss)		\$ (7,900.00)	\$ (1,296.50)	\$ -	
Budget Summary					Overall goal is to increase marketing towards increasing enrollments in school, scout, public, and camp programs to meet budget targets.
Total Revenue		\$ 83,470.00	\$ 49,838.50	\$ 79,578.00	
PT Salaries		\$ 60,973.00	\$ 54,330.89	\$ 67,250.00	
IMRF/SS		\$ 9,508.00	\$ 6,870.36	\$ 9,603.00	
Supplies and Contractual		\$ 15,050.00	\$ 7,534.54	\$ 5,400.00	
Net Gain/(Loss)		\$ (2,061.00)	\$ (18,897.29)	\$ (2,675.00)	
Cost Center	Description	FY 14-15 Budget	FY 14-15 Actual		
27010001507	Program Revenue	\$ 82,300.00	\$ 90,140.00		
27020006103	FT Env. Ed	\$ 42,372.00	\$ 26,918.74		
27020006128	PT Env. Ed	\$ 70,000.00	\$ 71,813.68		
27020006839	FT Insurance (est.)	\$ 12,000.00	\$ 12,000.00		
27020006300	IMRF/SS (est.)	\$ 16,855.80	\$ 14,809.86		
27020006849	Env. Ed. (Supplies)	\$ 17,600.00	\$ 19,098.61		
Net Gain / (Loss)		\$ (76,527.80)	\$ (54,500.89)		

KENDALL COUNTY TREASURER
FUND BALANCES
Balances as of: 11/30/16

01:36:18 PM
12/13/16
Page 001

	Budget	MTD	YTD	%Budget

FOREST PRESERVE				

Beginning Balance 12/01/15			249,694.83	
ADMINISTRATION				
Receipts:				
27010001100 CURRENT TAX	544,343.00	6,265.60	542,848.80	99.73
27010001135 INTEREST INCOME	134.00	34.55	195.98	146.25
27010001305 BOND INTEREST	.00	.00	.00	.00
27010001325 OTHER	.00	712.16	5,504.56	.00
27010001330 TRFR - COUNTY GENERAL FUND	.00	.00	.00	.00
27010001335 DONATIONS	.00	.00	444.50	.00
27010001500 PICNIC FEES & SHELTER RENTAL	.00	.00	.00	.00
27010001501 HISTORIC COURTHOUSE RENTAL FEES	.00	.00	.00	.00
27010001502 LAND CASH	.00	.00	.00	.00
27010001503 PRESERVE IMPROVEMENTS-GRANTS	.00	3,617.31	5,064.31	.00
27010001505 GRANTS - LAND ACQUISITION	.00	.00	.00	.00
27010001506 PUBLIC PROGRAMS SUPPORT GRANTS	.00	.00	.00	.00
27010001507 PROGRAM REVENUE	.00	.00	.00	.00
27010001508 JIM PHILLIPS MEMORIAL DONATIONS	.00	.00	.00	.00
27010001511 LAW ENFORCEMENT	.00	.00	.00	.00
27010001512 CAPITAL FUND	.00	.00	.00	.00
27010001513 HOOVER REVENUE	.00	.00	.00	.00
27010001514 FARM LICENSE REVENUE	154,710.00	1,904.84	192,837.66	124.64
27010001518 SECURITY DEPOSITS	.00	.00	.00	.00
27010001519 CREDIT CARD FEE	.00	92.63	1,463.35	.00
27010001570 ELLIS CENTER REV	.00	.00	.00	.00
	699,187.00*	12,627.09*	748,359.16*	107.03*
Expenditures:				
27020003913 CONTINGENCY	9,840.00	.00	.00	.00
27020006101 SALARY - FULL TIME	117,800.00	8,895.38	123,788.59	105.08
27020006102 SALARY - PART-TIME	4,000.00	435.00	4,842.02	121.05
27020006103 SALARY - FULL TIME ENVIRONMENTAL ED	.00	.00	.00	.00
27020006105 SALARIES - FULL TIME - ELLIS	.00	.00	.00	.00
27020006115 BOARD PER DIEM	3,500.00	140.00	4,410.00	126.00
27020006121 SALARIES - LAW ENFORCEMENT	.00	.00	.00	.00
27020006122 SALARIES - PART TIME - ELLIS	.00	.00	.00	.00
27020006126 SALARIES - FULL TIME - HOOVER	.00	.00	.00	.00
27020006127 SALARIES - PART TIME - HOOVER	.00	.00	.00	.00
27020006128 SALRIES - PART-TIME - ENVIRONMENTAL	.00	.00	.00	.00
27020006151 CONTRACTUAL RECORDER	.00	.00	.00	.00
27020006200 OFFICE SUPPLIES & POSTAGE	12,000.00	963.64	8,283.08	69.03
27020006203 DUES/MEMBERSHIPS	1,600.00	565.00	1,590.00	99.38
27020006204 CONFERENCES	1,858.00	.00	1,676.53	90.23
27020006207 TELEPHONE	.00	.00	.00	.00
27020006209 LEGAL PUBLICATIONS	400.00	39.00	80.40	20.10
27020006215 CONTRACTUAL SERVICE	3,550.00	.00	1,500.00	42.25
27020006216 EQUIPMENT	.00	.00	.00	.00
27020006217 FUEL - GAS & OIL	.00	.00	.00	.00
27020006237 SUPPLIES - SHOP	.00	.00	.00	.00
27020006240 UNIFORMS	.00	177.05	177.05	.00
27020006300 TRANSFER TO IMRF/SS FUND	21,734.00	1,735.45	22,501.15	103.53
27020006301 IMRF & SS - ELLIS	.00	.00	.00	.00
27020006351 ELECTRIC	3,450.00	229.16	2,660.22	77.11
27020006549 AUDIT FUND	7,500.00	.00	7,500.00	100.00
27020006831 SOFTWARE LICENSE FEE (RECPRO)	.00	.00	.00	.00
27020006834 FARM LEASE CONTRACT EXPENSES	500.00	.00	682.66	136.53
27020006835 NATURAL AREA VOLUNTEER SUPPLIES	.00	.00	.00	.00
27020006836 HISTORIC COURTHOUSE EXPENSES	.00	.00	.00	.00
27020006837 PRESERVE IMPROVEMENTS	.00	.00	.00	.00
27020006838 INSURANCE REIMB	47,079.00	105,134.27	106,470.27	226.15
27020006839 MEDICAL INSURANCE REIMB	17,430.00	1,483.85	17,633.48	101.17

KENDALL COUNTY TREASURER
FUND BALANCES
Balances as of: 11/30/16

01:36:18 PM
12/13/16
Page 002

	Budget	MTD	YTD	%Budget
27020006841 JIM PHILLIPS MEMORIAL EXPENSES	.00	.00	.00	.00
27020006843 PROMOTION/PUBLICITY	3,500.00	313.39	3,903.57	111.53
27020006844 NEWSLETTER	400.00	.00	192.00	48.00
27020006846 LAND ACQUISITION-LAND CASH	.00	.00	.00	.00
27020006847 REFUSE PICKUP	.00	.00	.00	.00
27020006848 GAS	.00	.00	.00	.00
27020006849 ENVIRONMENTAL EDUCATION	.00	.00	.00	.00
27020006850 NHC OFFICE SUPPLIES & POSTAGE	.00	.00	.00	.00
27020006851 NATURAL HISTORY CENTER CONTINGENCY	.00	.00	.00	.00
27020006853 PRESERVE IMPROVEMENTS - GRANTS	.00	281.46	5,819.58	.00
27020006854 CONTRIBUTIONS	.00	.00	500.00	.00
27020006855 LAND ACQUISITION - GRANTS	.00	.00	.00	.00
27020006856 NATURAL AREAS MGMT SUPPLIES	.00	.00	.00	.00
27020006857 LAW ENFORCEMENT EXP	.00	.00	.00	.00
27020006858 HOOVER UTILITIES & MAINTENANCE	.00	.00	.00	.00
27020006859 INSURANCE DEDUCTABLE	10,000.00	.00	.00	.00
27020007075 ELLIS - MEDICAL INSURANCE	.00	.00	.00	.00
27020007076 ELLIS - UTILITIES	.00	.00	.00	.00
27020007077 ELLIS - OFFICE SUPPLIES & POSTAGE	.00	.00	.00	.00
27020007078 ELLIS - REFUSE PICKUP	.00	.00	.00	.00
27020007079 ELLIS - VOLUNTEER EXPENSES	.00	.00	.00	.00
27020007080 ELLIS - GROUNDS MAINT & EQUIPMENT	.00	.00	.00	.00
27020007081 ELLIS - PROMOTION SUPPLIES & MATERI	.00	.00	.00	.00
27020007082 ELLIS - ANIMAL CARE & SUPPLIES	.00	.00	.00	.00
27020007083 ELLIS - HORSE ACQUISITION & TRACK	.00	.00	.00	.00
27020007084 ELLIS - VETERINARIAN & FARRIER	.00	.00	.00	.00
27020007085 ELLIS - MEMBERSHIPS	.00	.00	.00	.00
27020007086 ELLIS - UNIFORMS	.00	.00	.00	.00
27020007087 ELLIS - PROGRAM SUPPLIES	.00	.00	.00	.00
27020007088 SECURITY DEPOSIT REFUNDS	.00	.00	756.25	.00
27020007089 ELLIS - EVENT TENT LEASE	.00	.00	.00	.00
27020007090 CREDIT CARD FEE	.00	764.34	4,439.48	.00
27020009999 CAPITAL EXPENDITURES	.00	.00	.00	.00
	266,141.00*	121,156.99*	319,406.33*	120.01*

ELLIS HOUSE

ELLIS HOUSE

Receipts:

27011001335 DONATIONS - ELLIS HOUSE	.00	.00	.00	.00
27011001517 SECURITY DEPOSIT REVENUE - ELLIS	.00	.00	.00	.00
27011001519 ELLIS CREDIT CARD REVENUE	2,650.00	.00	.00	.00
27011001570 ELLIS CENTER HOUSE	.00	.00	1,969.15	.00
	2,650.00*	.00*	1,969.15*	74.31*

Expenditures:

27021006122 SALARY PT - ELLIS HOUSE	7,400.00	779.39	9,756.39	131.84
27021006301 IMRF & SS EXPENSE - ELLIS HOUSE	1,095.00	133.25	1,631.52	149.00
27021007075 MEDICAL INS - ELLIS HOUSE	.00	.00	.00	.00
27021007076 UTILITIES - ELLIS HOUSE	7,650.00	444.01	9,678.64	126.52
27021007077 OFFICE SUPPLIES & POSTAGE -ELLIS HO	1,000.00	60.00	1,408.00	140.80
27021007079 VOLUNTEER EXP - ELLIS	.00	.00	.00	.00
27021007080 GROUNDS & MAINT - ELLIS HOUSE	7,590.00	969.18	9,568.69	126.07
27021007085 MEMBERSHIPS - ELLIS HOUSE	.00	.00	.00	.00
27021007090 CREDIT CAR FEE EXPENSE - ELLIS	.00	.00	.00	.00
	24,735.00*	2,385.83*	32,043.24*	129.55*

ELLIS BARN

Receipts:

27011011570 ELLIS CENTER BARN	.00	.00	.00	.00
	.00*	.00*	.00*	.00*

Expenditures:

27021016122 SALARY PT - ELLIS BARN	7,400.00	401.50	6,004.56	81.14
27021016301 IMRF & SS EXP - ELLIS BARN	1,095.00	59.57	919.85	84.00

KENDALL COUNTY TREASURER
FUND BALANCES
Balances as of: 11/30/16

01:36:18 PM
12/13/16
Page 003

	Budget	MTD	YTD	%Budget
27021017075 MEDICAL INS - ELLIS BARN	.00	.00	.00	.00
27021017076 UTILITIES - ELLIS BARN	7,650.00	333.28	3,696.97	48.33
27021017080 GROUNDS & MAINT - ELLIS BARN	2,590.00	592.25	1,648.34	63.64
27021017085 MEMBERSHIPS - ELLIS BARN	.00	.00	.00	.00
	18,735.00*	1,386.60*	12,269.72*	65.49*

ELLIS GROUNDS

Receipts:

27011021570 ELLIS CENTER GROUNDS	.00	.00	.00	.00
	.00*	.00*	.00*	.00*

Expenditures:

27021026122 SALARY PT - ELLIS GROUNDS	14,800.00	1,055.00	12,047.95	81.41
27021026301 IMRF & SS EXP - ELLIS GROUNDS	2,191.00	182.54	1,927.95	87.99
27021027075 MEDICAL INS - ELLIS GROUNDS	.00	.00	.00	.00
27021027076 UTILITIES - ELLIS GROUNDS	.00	.00	.00	.00
27021027080 GROUNDS & MAINT - ELLIS GROUNDS	2,320.00	1,023.71	6,218.58	268.04
27021027085 MEMBERSHIPS - ELLIS GROUNDS	.00	.00	.00	.00
	19,311.00*	2,261.25*	20,194.48*	104.58*

ELLIS CAMPS

Receipts:

27011101135 DONATIONS - ELLIS CENTER CAMPS	.00	.00	.00	.00
27011101570 ELLIS CENTER CAMPS	13,000.00	.00	5,660.00	43.54
	13,000.00*	.00*	5,660.00*	43.54*

Expenditures:

27021106122 SALARY PT - ELLIS CENTER CAMPS	6,625.00	.00	3,511.98	53.01
27021106301 IMRF & SS EXP - ELLIS CENTER CAMPS	1,222.00	.00	460.56	37.69
27021107075 MEDICAL INS - ELLIS CENTER CAMPS EX	.00	.00	.00	.00
27021107081 PROMO/PUBLICITY - ELLIS CAMPS	500.00	.00	.00	.00
27021107082 ANIMAL CARE & SUPPLIES - ELLIS CAMP	700.00	.00	770.74	110.11
27021107083 HORSES ACQUISITION & TACK - ELLIS C	40.00	.00	.00	.00
27021107084 VET & FARRIER - ELLIS CAMPS	1,375.00	194.67	1,147.67	83.47
27021107086 UNIFORMS - ELLIS CAMPS	75.00	.00	120.00	160.00
27021107087 PROG SUPPLIES - ELLIS CAMPS	600.00	.00	16.18	2.70
27021107090 CREDIT CARD FEE EXP - ELLIS CAMPS	300.00	.00	.00	.00
	11,437.00*	194.67*	6,027.13*	52.70*

ELLIS RIDING LESSONS

Receipts:

27011111335 DONATIONS - ELLIS EQUESTRIAN CENTER	2,000.00	.00	467.00	23.35
27011111570 ELLIS CENTER RIDING LESSONS	23,000.00	2,765.00	33,378.48	145.12
	25,000.00*	2,765.00*	33,845.48*	135.38*

Expenditures:

27021116122 SALARY PT - ELLIS CENTER RIDING LES	13,250.00	2,387.50	21,517.81	162.40
27021116301 IMRF & SS EXP - ELLIS RIDING LESSON	2,445.00	358.01	3,549.98	145.19
27021117075 MEDICAL INS - ELLIS CENTER RIDING L	.00	.00	.00	.00
27021117081 PROMO/PUBLICITY - ELLIS RIDING LESS	1,000.00	.00	.00	.00
27021117082 ANIMAL CARE & SUPPLIES - ELLIS RIDI	700.00	404.35	5,502.28	786.04
27021117083 HORSES ACQ & TACK - ELLIS RIDING LESS	40.00	.00	1,800.00	4500.00
27021117084 VET & FARRIER - ELLIS RIDING LESSON	2,750.00	194.67	2,876.78	104.61
27021117086 UNIFORMS - ELLIS RIDING LESSONS	75.00	.00	60.00	80.00
27021117090 CREDIT CARD FEE EXP - ELLIS RIDING	750.00	.00	.00	.00
	21,010.00*	3,344.53*	35,306.85*	168.05*

KENDALL COUNTY TREASURER
FUND BALANCES
Balances as of: 11/30/16

01:36:18 PM
12/13/16
Page 004

	Budget	MTD	YTD	%Budget

ELLIS BIRTHDAY PARTIES				
Receipts:				
27011121570 ELLIS CENTER BIRTHDAY PARTIES	11,000.00	359.00	9,619.33	87.45
	11,000.00*	359.00*	9,619.33*	87.45*
Expenditures:				
27021126122 SALARY PT - ELLIS CENTER BIRTHDAY P	6,625.00	365.50	4,268.18	64.43
27021126301 IMRF & SS EXP - ELLIS B-DAY PARTIES	1,222.00	67.98	807.03	66.04
27021127075 MEDICAL INS - ELLIS CENTER B-DAY PA	.00	.00	.00	.00
27021127081 PROMO/PUBLICITY - ELLIS B-DAY PARTI	1,000.00	.00	.00	.00
27021127082 ANIMAL CARE & SUPPLIES - ELLIS B-DA	1,050.00	.00	850.76	81.02
27021127083 HORSES ACQ & TACK - ELLIS B-DAY PAR	80.00	.00	.00	.00
27021127084 VET & FERRIER - ELLIS B-DAY PARTIES	1,375.00	194.66	1,147.66	83.47
27021127086 UNIFORMS - ELLIS B-DAY PARTIES	75.00	.00	.00	.00
27021127087 PROG SUPPLIES - ELLIS B-DAY PARTIES	1,200.00	277.55	425.67	35.47
27021127090 CREDIT CARD FEE EXP - ELLIS B-DAY P	350.00	.00	100.00	28.57
	12,977.00*	905.69*	7,599.30*	58.56*

ELLIS PUBLIC PROGRAMS				
Receipts:				
27011131570 ELLIS CENTER PUBLIC PROGRAMS	.00	100.00	166.00	.00
	.00*	100.00*	166.00*	.00*
Expenditures:				
27021136122 SALARY PT - ELLIS CENTER PUBLIC PRO	.00	.00	.00	.00
27021136301 IMRF & SS EXP - ELLIS PUBLIC PROG E	.00	.00	.00	.00
27021137075 MEDICAL INS - ELLIS CENTER PUBLIC P	.00	.00	.00	.00
27021137079 VOLUNTEER EXP - ELLIS PUBLIC PROG	800.00	.00	168.40	21.05
27021137081 PROMO/PUBLICITY - ELLIS PUBLIC PROG	.00	.00	.00	.00
27021137082 ANIMAL CARE & SUPPLIES - ELLIS PUBL	.00	.00	.00	.00
27021137083 HORSES ACQ & TACK - ELLIS PUBLIC PR	.00	.00	.00	.00
27021137084 VET & FARRIER - ELLIS PUBLIC PROGRA	.00	.00	.00	.00
27021137086 UNIFORMS - ELLIS PUBLIC PROG	.00	.00	.00	.00
27021137087 PROG SUPPLIES - ELLIS PUBLIC PROG	.00	.00	.00	.00
27021137090 CREDIT CARD FEE EXP - ELLIS PUBLIC	.00	.00	.00	.00
	800.00*	.00*	168.40*	21.05*

NO TITLE				
Receipts:				
27011141570 SUNRISE CENTER NORTH LICENSE AGREEM	.00	1,600.00	1,600.00	.00
	.00*	1,600.00*	1,600.00*	.00*
Expenditures:				
27021146122 SALARY PT - SUNRISE CENTER NORTH	.00	.00	.00	.00
27021146301 IMRF/SS EXPENSE - SUNRISE CENTER N	.00	.00	.00	.00
27021147082 ANIMAL CARE/SUPPLIES - SUNRISE CENT	.00	.00	.00	.00
27021147087 PROGRAM SUPPLIES - SUNRISE CENTER N	.00	.00	.00	.00
	.00*	.00*	.00*	.00*

ELLIS WEDDINGS				
Receipts:				
27011201517 SECURITY DEPOSIT REV - ELLIS WEDDIN	15,000.00	.00	17,125.00	114.17
27011201570 ELLIS CENTER WEDDINGS	42,900.00	.00	57,175.63	133.28
	57,900.00*	.00*	74,300.63*	128.33*
Expenditures:				
27021206122 SALARY PT - ELLIS CENTER WEDDINGS	9,750.00	1,217.51	17,135.74	175.75
27021206301 IMRF & SS EXP - ELLIS WEDDINGS EXP	1,798.00	211.58	2,967.00	165.02
27021207075 MEDICAL INS - ELLIS CENTER WEDDINGS	.00	.00	.00	.00
27021207078 REFUSE PICKUP - ELLIS	1,700.00	273.66	1,603.61	94.33
27021207081 PROMO/PUBLICITY - ELLIS WEDDINGS	2,000.00	603.98	3,190.18	159.51

KENDALL COUNTY TREASURER
FUND BALANCES
Balances as of: 11/30/16

01:36:19 PM
12/13/16
Page 005

	Budget	MTD	YTD	%Budget
27021207086 UNIFORMS - ELLIS WEDDINGS	75.00	.00	.00	.00
27021207088 ELLIS SECURITY DEPOSIT REFUNDS	15,000.00	2,000.00	18,425.00	122.83
27021207089 EVENT TENT LEASE - ELLIS WEDDINGS	17,400.00	.00	17,400.00	100.00
27021207090 CREDIT CARD FEE EXP - ELLIS WEDDING	1,100.00	.00	1.18	.11
	48,823.00*	4,306.73*	60,722.71*	124.37*

ELLIS OTHER RENTALS

Receipts:

27011211517 SECURITY DEPOSIT REV - ELLIS OTHER	.00	775.00	1,375.00	.00
27011211570 ELLIS CENTER OTHER RENTALS	1,800.00	.00	5,191.88	288.44
	1,800.00*	775.00*	6,566.88*	364.83*

Expenditures:

27021216122 SALARY PT - ELLIS CENTER OTHER RENT	.00	95.00	95.00	.00
27021216301 IMRF & SS EXP - ELLIS OTHER RENTALS	.00	17.67	17.67	.00
27021217075 MEDICAL INS - ELLIS CENTER OTHER RE	.00	.00	.00	.00
27021217081 PROMO/PUBLICITY - ELLIS OTHER RENTA	.00	.00	.00	.00
27021217088 SECURITY DEPOSIT REFUND	.00	.00	.00	.00
27021217090 CREDIT CARD FEE EXP - ELLIS OTHER R	60.00	.00	.00	.00
	60.00*	112.67*	112.67*	187.78*

ELLIS 5K

Receipts:

27011301570 ELLIS CENTER 5K EVENT	4,000.00	1,626.54	3,591.54	89.79
	4,000.00*	1,626.54*	3,591.54*	89.79*

Expenditures:

27021306122 SALARY PT - ELLIS CENTER 5K EVENT	.00	.00	.00	.00
27021306301 IMRF & SS EXP - ELLIS 5K EVENT EXP	206.00	.00	64.80	31.46
27021307075 MEDICAL INS - ELLIS CENTER 5K EVENT	.00	.00	.00	.00
27021307081 PROMO/PUBLICITY - ELLIS 5K	.00	.00	.00	.00
27021307087 PROG SUPPLIES - ELLIS 5K	600.00	125.23	1,348.91	224.82
27021307090 CREDIT CARD FEE EXP - ELLIS 5K	.00	.00	.00	.00
	806.00*	125.23*	1,413.71*	175.40*

HOOVER FOREST PRESERVE
HOOVER

Receipts:

27012001335 DONATIONS - HOOVER	.00	.00	90.00	.00
27012001513 HOOVER REVENUE	.00	245.00	245.00	.00
27012001518 SECURITY DEPOSIT REV - HOOVER	.00	.00	.00	.00
27012001519 HOOVER CREDIT CARD REVENUE	1,250.00	.00	40.38	3.23
	1,250.00*	245.00*	375.38*	30.03*

Expenditures:

27022006126 SALARY FT - HOOVER GROUNDS	30,473.00	1,346.14	16,498.17	54.14
27022006127 SALARY PT - HOOVER GROUNDS	9,085.00	1,358.42	11,731.27	129.13
27022006300 IMRF/SS EXP - HOOVER GROUNDS	7,169.00	480.03	4,950.59	69.06
27022006839 MEDICAL INS - HOOVER GROUNDS	17,552.00	381.73	9,606.58	54.73
27022006860 HOOVER - GAS	8,450.00	308.82	4,066.52	48.12
27022006861 HOOVER - ELECTRIC	21,464.00	1,034.94	16,365.81	76.25
27022006862 HOOVER - OTHER UTILITIES	12,000.00	.00	4,747.51	39.56
27022006863 HOOVER - SHOP SUPPLIES	1,100.00	.00	816.58	74.23
27022006864 HOOVER - BUILDING MAINTENANCE	6,800.00	1,720.44	12,858.86	189.10
27022006865 HOOVER - GROUNDS MAINTENANCE	1,100.00	74.80	3,382.70	307.52
27022006866 HOOVER - OTHER EXPENSES	2,100.00	.00	2,041.91	97.23
27022007088 HOOVER SECURITY DEPOSIT REFUND	5,500.00	1,350.00	8,800.13	160.00
27022007090 HOOVER CREDIT CARD FEE EXPENSE	1,250.00	.00	.00	.00
	124,043.00*	8,055.32*	95,866.63*	77.28*

KENDALL COUNTY TREASURER
FUND BALANCES
Balances as of: 11/30/16

01:36:19 PM
12/13/16
Page 006

	Budget	MTD	YTD	%Budget

HOOVER BUNKHOUSE				
Receipts:				
27012011513 HOOVER BUNKHOUSE RENTAL REVENUE	33,525.00	2,076.63	35,138.13	104.81
27012011518 SECURITY DEPOSIT REV - HOOVER BUNKH	4,125.00	100.00	1,900.00	46.06
	37,650.00*	2,176.63*	37,038.13*	98.37*

Expenditures:				
27022016126 SALARY FT - HOOVER BUNKHOUSE	15,236.00	673.08	8,249.05	54.14
27022016127 SALARY PT - HOOVER BUNKHOUSE	4,542.00	679.26	5,690.67	125.29
27022016300 IMRF/SS EXP - HOOVER BUNKHOUSE	3,584.00	240.03	2,400.14	66.97
27022016839 MEDICAL INS - HOOVER BUNKHOUSE	8,776.00	190.87	4,803.31	54.73
	32,138.00*	1,783.24*	21,143.17*	65.79*

HOOVER CAMPSITE				
Receipts:				
27012021513 HOOVER CAMSITE RENTAL REVENUE	3,750.00	650.00	6,150.00	164.00
27012021518 SECURITY DEPOSIT REV - HOOVER CAMPS	.00	.00	.00	.00
	3,750.00*	650.00*	6,150.00*	164.00*

Expenditures:				
27022026126 SALARY FT - HOOVER CAMPSITE	7,618.00	336.54	4,124.49	54.14
27022026127 SALARY PT - HOOVER CAMPSITE	2,271.00	339.67	2,711.37	119.39
27022026300 IMRF/SS EXP - HOOVER CAMPSITE	1,792.00	120.01	1,191.50	66.49
27022026839 MEDICAL INSURANCE - HOOVER CAMPSITE	4,388.00	95.43	2,401.60	54.73
	16,069.00*	891.65*	10,428.96*	64.90*

HOOVER MEADOWHAWK LODGE				
Receipts:				
27012031513 HOOVER MEADOWHAWK RENTAL REVENUE	9,500.00	165.00	12,294.05	129.41
27012031518 SECURITY DEPOSIT REV. - HOOVER MEAD	1,375.00	832.50	5,723.75	416.27
	10,875.00*	997.50*	18,017.80*	165.68*

Expenditures:				
27022036126 SALARY FT - HOOVER MEADOWHAWK	7,618.00	336.54	4,124.79	54.15
27022036127 SALARY TP - HOOVER MEADOWHAWK	2,271.00	339.46	2,893.12	127.39
27022036300 IMRF/SS EXP - HOOVER MEADOWHAWK	1,792.00	119.98	1,220.05	68.08
27022036839 MEDICAL INSURANCE - HOOVER MEADOWHA	4,388.00	95.43	2,725.60	62.11
	16,069.00*	891.41*	10,963.56*	68.23*

ENVIRONMENTAL EDUCATION				
ENV ED				
Receipts:				
27013001335 DONATIONS - ENVIRONMENTAL EDUCATION	500.00	.00	.00	.00
27013001507 ENVIRONMENTAL EDUCATION REVENUE	.00	.00	.00	.00
	500.00*	.00*	.00*	.00*

Expenditures:				
27023006300 IMRF/SS FUND EXP - ENV EDUCATION	.00	.00	.00	.00
27023006839 MEDICAL INSURANCE - ENV EDUCATION	.00	.00	.00	.00
27023006849 ENVIRONMENTAL EDUCATION	.00	.00	.00	.00
	.00*	.00*	.00*	.00*

ENV ED SCHOOL				
Receipts:				
27013011507 ENV. EDUC. - SCHOOL PROGRAMS	44,000.00	3,414.00	29,503.50	67.05
	44,000.00*	3,414.00*	29,503.50*	67.05*

Expenditures:				
27023016103 ENV. EDUC. FT SALARY - SCHOOL PROGR	.00	.00	.00	.00
27023016128 ENV. EDUC. PT SALARY - SCHOOLS PROG	32,037.00	4,046.19	31,906.42	99.59

KENDALL COUNTY TREASURER
FUND BALANCES
Balances as of: 11/30/16

01:36:19 PM
12/13/16
Page 007

	Budget	MTD	YTD	%Budget
27023016300 IMRF/SS FUND EXP - ENV EDUC SCHOOL	4,676.00	457.80	4,229.24	90.45
27023016839 MEDICAL INS - ENV EDUCATION SCHOOL	.00	.00	.00	.00
27023016849 ENV EDUC - SCHOOL PROG EXPENSE	950.00	28.07	366.03	38.53
	37,663.00*	4,532.06*	36,501.69*	96.92*

ENV ED CAMPS

Receipts:

27013021507 ENV. EDUC. - CAMPS	32,970.00	.00	18,760.00	56.90
	32,970.00*	.00*	18,760.00*	56.90*

Expenditures:

27023026103 ENV. EDUC. FT SALARY - CAMPS EXP.	.00	.00	.00	.00
27023026128 ENV. EDUC. PT SALARY - CAMPS EXP.	24,652.00	.00	16,688.68	67.70
27023026300 IMRF/SS FUND EXP - ENV EDUC CAMPS	4,111.00	.00	1,799.89	43.78
27023026839 MEDICAL INSURANCE - ENV EDUCATION C	.00	.00	.00	.00
27023026849 ENV EDUC - CAMPS EXPENSE	4,200.00	.00	4,436.97	105.64
	32,963.00*	.00*	22,925.54*	69.55*

ENV ED NATURAL BEGINNINGS

Receipts:

27013031335 DONATIONS - ENV. EDUC. NATURAL BEGI	2,000.00	950.00	950.00	47.50
27013031507 ENV. EDUC. - NATURAL BEGINNINGS	52,900.00	1,448.75	74,796.00	141.39
	54,900.00*	2,398.75*	75,746.00*	137.97*

Expenditures:

27023036103 ENV. EDUC. FT SALARY - NATURAL BEGI	.00	.00	.00	.00
27023036128 ENV. EDUC. PT SALARY - NATURAL BEGI	41,711.00	5,741.41	45,954.70	110.17
27023036300 IMRF/SS FUND EXP - ENV EDUC NATURAL	6,298.00	899.70	7,443.39	118.19
27023036839 MEDICAL INS. - ENV EDUC. NATURAL BE	.00	.00	.00	.00
27023036849 ENV EDUC - NATURAL BEGINNINGS EXP	3,000.00	418.57	3,212.76	107.09
	51,009.00*	7,059.68*	56,610.85*	110.98*

ENV ED OTHER PUBLIC PROGRAMS

Receipts:

27013041507 ENV. EDUC. - OTHER PUBLIC PROGRAMS	6,000.00	198.00	1,575.00	26.25
	6,000.00*	198.00*	1,575.00*	26.25*

Expenditures:

27023046103 ENV. EDUC. FT SALARY - OTHER PUBLIC	.00	.00	.00	.00
27023046128 ENV. EDUC. PT SALARY - OTHER PUBLIC	3,244.00	637.38	4,080.15	125.78
27023046300 IMRF/SS FUND EXP - ENV EDUC OTHER P	641.00	75.35	634.67	99.01
27023046839 MEDICAL INS - ENV EDUC OTHER PUBLIC	.00	.00	.00	.00
27023046849 ENV EDUC - OTHER PUBLIC PROG EXPENS	1,000.00	16.33	619.83	61.98
	4,885.00*	729.06*	5,334.65*	109.20*

ENV ED LAWS OF NATURE

Receipts:

27013051507 ENV. EDUC. - LAWS OF NATURE	.00	.00	.00	.00
	.00*	.00*	.00*	.00*

Expenditures:

27023056103 ENV. EDUC. FT SALARY - LAWS OF NATU	.00	.00	.00	.00
27023056128 ENV. EDUC. PT SALARY - LAWS OF NATU	1,040.00	84.63	1,655.64	159.20
27023056300 IMRF/SS FUND EXP - ENV EDUC LAWS OF	80.00	11.63	206.56	258.20
27023056839 MEDICAL INS - ENV EDUC LAWS OF NATU	.00	.00	.00	.00
27023056849 ENV EDUC - LAWS OF NATURE EXPENSE	1,000.00	94.93	815.21	81.52
	2,120.00*	191.19*	2,677.41*	126.29*

KENDALL COUNTY TREASURER
FUND BALANCES
Balances as of: 11/30/16

01:36:19 PM
12/13/16
Page 008

	Budget	MTD	YTD	%Budget

ENV ED OTHER				
Receipts:				
27013061507 ENV. EDUC. - OTHER REVENUE	.00	.00	.00	.00
	.00*	.00*	.00*	.00*
Expenditures:				
27023066103 ENV. EDUC. PT SALARY - OTHER EXP.	.00	.00	.00	.00
27023066128 ENV. EDUC. PT SALARY - OTHER EXP.	.00	.00	40.25	.00
27023066300 IMRF/SS FUND EXP - ENV EDUC OTHER E	.00	.00	6.25	.00
27023066839 MEDICAL INS - ENV EDUC OTHER EXPENS	.00	.00	.00	.00
27023066849 ENV EDUC - OTHER EXP (CONTRACTUAL I	7,900.00	.00	1,250.00	15.82
	7,900.00*	.00*	1,296.50*	16.41*

NAV				
NATURAL AREA VOLUNTEER				
Receipts:				
270140001335 DONATIONS -- NATURAL AREA VOLUNTEER	2,000.00	.00	.00	.00
	2,000.00*	.00*	.00*	.00*
Expenditures:				
27024006101 SALARY - FULL TIME NATURAL AREAS VO	.00	.00	.00	.00
27024006300 IMRF/SS EXP -NATURAL AREA VOLUNTEER	.00	.00	.00	.00
27024006835 NATURAL AREA VOLUNTEER SUPPLIES	500.00	.00	72.43	14.49
27024006839 MEDICAL INS - NATURAL AREA VOLUNTEE	.00	.00	.00	.00
27024006856 NATURAL AREA MGT SUPPLIES	.00	.00	.00	.00
	500.00*	.00*	72.43*	14.49*

GROUNDS				
GROUNDS & NATURAL RESOURCES				
Receipts:				
27015001500 PICNIC & SHELTER RENTAL	5,835.00	275.00	6,530.00	111.91
27015001503 PRESERVE IMPROVEMENTS - GRANTS	.00	.00	940.00	.00
	5,835.00*	275.00*	7,470.00*	128.02*
Expenditures:				
27025006101 SALARY - FULL TIME GROUNDS & NATURA	128,384.00	10,262.32	133,068.18	103.65
27025006102 SALARY - PART TIME GROUNDS & NATURA	17,641.00	1,010.69	9,927.92	56.28
27025006207 TELEPHONE - GROUNDS & NATURAL RESOU	7,840.00	1,145.42	11,040.39	140.82
27025006216 EQUIP - GROUNDS & NATURAL RESOURCES	9,000.00	5.38	12,862.61	142.92
27025006217 FUEL - GAS & OIL	17,500.00	906.38	13,054.95	74.60
27025006240 UNIFORMS	1,000.00	75.00	1,630.69	163.07
27025006300 IMRF/SS EXP - GROUNDS & NAT RESOURC	26,941.00	2,039.42	24,651.74	91.50
27025006837 PRESERVE IMPROV - GR & NATURAL RESO	5,500.00	81.43	4,425.87	80.47
27025006839 MEDICAL INS - GROUNDS & NAT RESOURC	27,924.00	2,327.59	28,062.60	100.50
27025006847 REFUSE PICKUP - GROUNDS & NATURAL R	7,650.00	1,356.70	8,058.32	105.34
27025006848 GAS - GROUNDS & NATURAL RESOURCES	2,500.00	61.53	2,139.41	85.58
27025006853 PRESERVE IMPROVEMENTS	.00	.00	1,200.00	.00
27025006856 NATURAL AREAS MGNT SUPPLIES	.00	.00	.00	.00
27025007089 SUPPLIES - SHOP	5,500.00	73.82	3,128.15	56.88
	257,380.00*	19,345.68*	253,250.83*	98.40*
Ending Balance 11/30/16				
			317,672.05	

To: Kendall County Forest Preserve District Programming and Events Committee

From: David Guritz, Director

RE: Yorkville Fury 2017 License Agreement

Date: January 4, 2017

Attached please find the draft and updated license agreement between the District and Yorkville Fury for review.

The provisions remain largely unchanged, with the exception of a license fee increase of \$300.00 to offset District costs for maintaining turf overflow parking, and the addition of a \$500.00 refundable security deposit applied towards a \$50.00 license area cleanup fee/penalty should District staff be needed to cleanup trash and debris following games and practices.

Michael Klimavicius, President of Yorkville Fury, has requested permission to hire contractors at the Association's expense to construct dugout, backstop, and homerun fence improvements and will present a formal request to Commission in the near future. Changes have been made to the previous agreement in anticipation of this request, with all proposed improvements subject to Commission approval.

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

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

RECITALS

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

AGREEMENT

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

1. Incorporation

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

2. Grant of License - License Period

Subject to the terms and conditions contained in this Agreement, the District grants to Licensee a license (the "License") to use the License Area to conduct the Programs on the dates and during the hours specified within the attached **Exhibit B** (the "License Periods"). (Exhibit B is attached and incorporated into this Agreement by reference). Such use in accordance with this Agreement is hereinafter referred to as the "Licensed Use". The District shall issue permits to the Licensee for the Licensed Use of the Licensed Area. Licensee, its guests and invitees also shall have the non-exclusive right to use the restrooms and other District facilities that are available for public or common use.

3. Supplementary Scheduling

Requests by Licensee for use of the Licensed Area to conduct Programs on dates and/or times other than those specified on Exhibit B shall be made at least fourteen (14) days in advance to ensure availability, and shall be subject to District policies on scheduling priorities. Each such supplementary use shall be subject to the terms and conditions of this Agreement. Licensee shall have the option to schedule, or reschedule up to fifteen (15) additional practices and games during the normal Hoover Forest Preserve hours of operation, and the District shall

extend additional permits as needed to effectuate this, provided the License Area is not reserved for the permitted use of another party.

4. Non-Exclusive License

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

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

5. Payment Provisions

Licensee shall provide a lump sum payment to the District of ~~one—two~~ thousand ~~seven hundred~~ dollars (\$1,700.00) representing payment in full for a one-year License for use of the License Area in accordance with the schedule attached as Exhibit B. Payment is due within fourteen days (14) following execution of this Agreement.

Licensee shall provide a separate lump sum security deposit payment to the District of five hundred dollars (\$500.00), with the remaining balance refunded to the Licensee following the conclusion of the term of this agreement.

6. Maintenance and Ball Field Facility Improvement Provisions

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

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

Additionally, Licensee shall cleanup/pick-up and properly dispose of all trash and debris from the Licensed Area following each Licensed Use. Failure to properly cleanup/pick-up and properly dispose of all trash and debris from the Licensed Area will result in a fifty dollar (\$50.00) charge against the security deposit payment for each occurrence requiring District staff assistance to cleanup and properly dispose of trash and debris generated by Licensee activities.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. Indemnification

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

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

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

8. Provision and Maintenance of Equipment

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

9. Licensee's Rights and Obligations

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

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

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

10. Term, Termination and Modification

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

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

Unless sooner terminated in accordance with the provisions of this Agreement, and subject to the survival of certain obligations as provided in this Agreement, this Agreement shall terminate for all purposes on July 1, 2016.

11. No Third Party Beneficiary / Joint Venture

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

12. Liens

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

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

13. General Provisions

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

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

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

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

Any notice required or permitted to be given pursuant to this Agreement shall be duly given if sent by fax, certified mail, or courier service and received, in the case of notice to the District, Kendall County Forest Preserve District, Attention: Director, 110 West Madison Street, Yorkville, Illinois, 60560, fax (630) 553-4023 with copy sent to: Kendall County State's Attorney, 807 John Street, Yorkville, Illinois, 60560, fax (630) 553-4204. And, in the case of Licensee, to: Yorkville Athletic Association (Yorkville Fury), 1089 Stillwater Court, Yorkville, IL 60560. Neither party shall assign, sublet, sell, or transfer its interest in this Agreement without the prior written consent of the other.

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

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

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

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

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

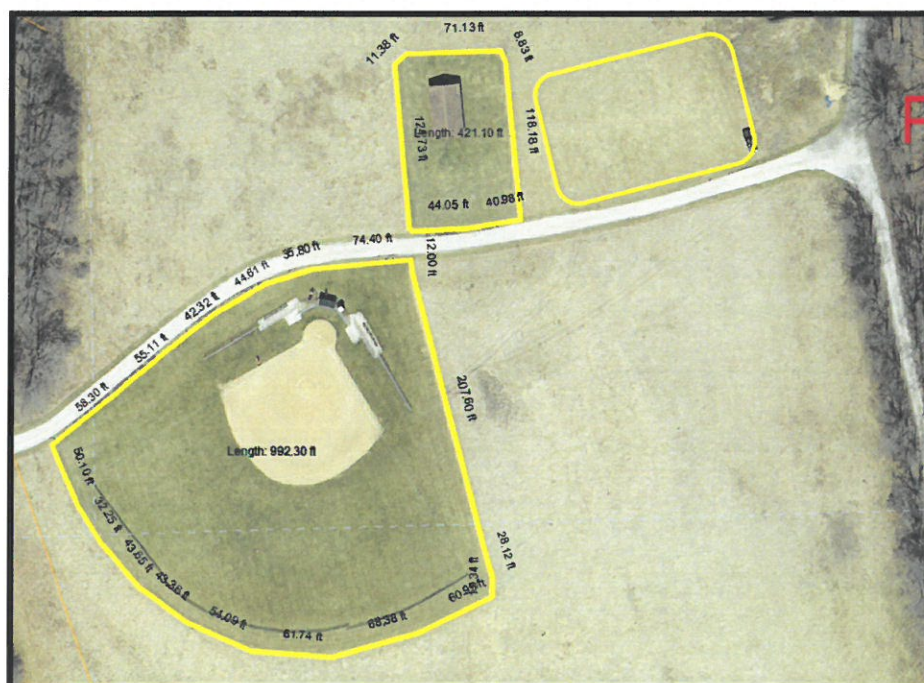
IN WITNESS WHEREOF, the District and the Licensee has caused this Agreement to be executed by a duly authorized officer thereof as of the date first above written.

By: _____ Date: _____

~~Jeff Wehrli~~ Judy Gilmour, President
Kendall County Forest Preserve District

By: _____ Date: _____

Michael Klimavicius, President
Yorkville Athletic Association (Yorkville Fury)



Yorkville Fury License Agreement – Exhibit B License Periods

WEEKDAYS (M-F)

March 13, 2017 – April 30, 2017

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

May 1, 2017 – June 30, 2017

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

WEEKENDS (SA-SU)

March 18, 2017 – July 2, 2017

Saturdays and Sundays

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

Weekdays and Weekends – Rain Dates and/or Rescheduled Sessions

July 3, 2017 - July 17, 2017

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

YORKVILLE FURY LICENSE AGREEMENT – EXHIBIT C

REQUIRED INDEMNIFICATION AND INSURANCE FOR PAID CONTRACTORS AND SUBCONTRACTORS

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

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

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

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

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

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

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

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

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

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

To: Kendall County Forest Preserve District Programming and Events Committee

From: David Guritz, Director

RE: Grundy-Kendall Regional Office of Education – Kendall County Outdoor Education Center License Agreement for Use of Hoover Forest Preserve Grounds and Facilities

Date: January 4, 2017

Attached please find the draft and updated license agreement between the District and Grundy-Kendall ROE – Kendall County Outdoor Education Center for review. The current agreement, also attached expires May 15, 2017.

The provisions remain largely unchanged. The original survey description included as Exhibit A delineated the boundaries of the CorLands lease agreement with the District, which is no longer relevant since the District now owns all of the described property. All references to the CorLands lease have been removed from the updated draft.

I have requested a copy of the ROE's most recent certificate of insurance to check coverage amounts against those stated in the agreement.

The Exhibit A map will be completed in consultation with Deanna Bazan to define primary areas of the preserve used for KCOEC programming. The map will also indicate where KCOEC has historically maintained structures and trails in and around the main classroom and office building, fire ring, storage areas, and teams trail.

A section regarding joint and cooperative programming, and District-KCOEC shared use and storage of the new (used) canoes and equipment will also be developed in consultation with the KCOEC.

Once final sections and exhibits are completed, the final draft will be submitted to the State's Attorney's Office for review.

Deanna Bazan plans to present an overview of KCOEC operations at the January Committee of the Whole meeting.

Kendall County Forest Preserve District

Intergovernmental License Agreement

#01-17-001

THIS AGREEMENT is effective as of this 7TH day of February, 2017 by and between the Kendall County Forest Preserve District, an Illinois unit of local government and a political subdivision, with its principal office at 110 West Madison Street, Yorkville, Illinois 60560 (hereinafter "District") and the Grundy-Kendall Regional Office of Education, with its principal office at 109 West Ridge Street Yorkville, Illinois 60560 ("Licensee").

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 7. MANAGEMENT AND OPERATION.

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

SECTION 8. CONSTRUCTION.

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

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

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

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

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

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

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

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

SECTION 13. INSURANCE.

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

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

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

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

SECTION 16. STAFF MEETINGS. The Licensee and the District shall have twice yearly staff meetings regarding construction, maintenance, programming, and other issues of the Subject Property and the Land. Such meetings shall occur in March and September of each year. A written record of the meetings will be produced and distributed to each party.

SECTION 17. TIME OF ESSENCE. Time is of the essence in the performance of the terms and conditions of this Agreement.

SECTION 18. ASSIGNMENT.

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

SECTION 19. REMOVAL OF LIENS. Licensee shall, and without any charge to the District, keep the Subject Property and the Land free of any and all liens or encumbrances in favor of any person whatsoever for or by reason of any equipment, material, supplies, or other item furnished, labor performed, or other actions done in connection with Licensee's use or occupancy of the Subject Property and the Land (collectively, a "Lien"). If, due to the actions of Licensee, the Subject Property and the Land becomes, at Licensee's direction, encumbered with any Lien, Licensee shall remove such lien promptly or promptly cause the title insurance company to insure over such lien, in any event, not later than thirty (30) days after being directed to do so in

writing by the District. The District shall have the right to remove or satisfy any Lien upon the Subject Property and the Land at any time, after such thirty (30) day notice to Licensee, and may recover from Licensee any amount that the District incurs to remove or satisfy such Lien, including the costs, expenses, reasonable attorney's fees and administrative expenses incurred by the District in connection therewith or by reason thereof.

SECTION 20. COMPLIANCE WITH LAWS. Licensee shall occupy the Subject Property in full accordance with all applicable laws, statutes, rules, regulations, ordinances, and requirements, and is prohibited from undertaking any activities in violation of such laws, statutes, rules, regulations, ordinances and requirements.

SECTION 21. APPLICABLE LAW. Regardless of the place of its physical execution, this Agreement shall be interpreted under and governed by the laws of the State of Illinois and venue shall be the County of Kendall.

SECTION 22. ENFORCEMENT COSTS. In the event either party brings an action to enforce the covenants, terms and conditions to be performed under this Agreement, the prevailing party shall be entitled to recover its reasonable costs, attorneys' fees and expenses. Either party is free to pursue any legal remedies at law or in equity.

SECTION 23. DISPUTE. Notwithstanding the terms and provisions of this Agreement, in the event that a dispute may arise between the District and the Licensee for any issue not specifically addressed in this agreement, the District shall possess the final decision making authority.

SECTION 24. SEVERABILITY; WAIVER. If any provision of this Agreement shall be held invalid, the validity of any other provision of this Agreement that can be given effect without such invalid provision shall not be affected thereby. The waiver of one breach of any term, condition, covenant, or obligation of this Agreement shall not constitute approval for any subsequent breach thereof.

SECTION 25. EXTENSION. The District and Licensee shall, with the written approval of both the District and Licensee, extend this Agreement in term length.

SECTION 26. AMENDMENT. This Agreement may be amended or revised with the written approval of both the District and Licensee.

SECTION 27. TERMINATION.

- A. If, at any time during the term of this Agreement, either party fails to comply with, or fails to fulfill any of the terms or conditions of this Agreement, which failure is not cured within ninety (90) days after written notice from the other party or such longer

period as may be reasonably necessary to cure such failure, the aggrieved party shall have the right, as its sole and exclusive remedy, to terminate this Agreement.

- B. Immediately upon termination of this Agreement, for whatever reason, all rights granted to the Licensee here under shall revert to the District, and the District shall have the right, at its sole and absolute discretion, to re-license the Subject Property.
- C. Upon termination of this Agreement, Licensee shall remove all equipment and property owned by the Licensee from the Subject Property and the Land that is not a permanent part of the Land or the buildings and facilities thereon.

SECTION 28. NOTICES. All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed received by the addressee thereof when delivered in person on a business day at the address set forth below or on the third business day after being deposited in any main or branch United States Post Office, for delivery at the address set forth below, by properly addressed, postage prepaid, certified or registered mail, return receipt requested.

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

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

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

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

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

SECTION 29. LICENSE ONLY GRANTED. This agreement grants only a license to use the Land under the terms and conditions stated above. Nothing in this Agreement shall be construed to convey to Licensee any legal or equitable interest in the Land.

SECTION 30. AGREEMENT IN DUPLICATION. This agreement is executed in duplication and each party shall retain one completely executed copy, each of which is deemed an original.

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

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

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

By: _____
Christopher Mehochko, Superintendent

By: _____
Judy Gilmour, President

Attest: _____

Attest: _____
Elizabeth Flowers, Secretary

Exhibit A

~~That part of the East Half of Section 36, Township 37 North, Range 6 East of the Third Principal Meridian and that part of Section 31, Township 37 North, Range 7 East of the Third Principal Meridian and that part of the North Half of Section 6, Township 36 North, Range 7 East of the Third Principal Meridian described as follows: Beginning at the Northeast Corner of Lot 10 in "Fox Glen, Kendall Township, Kendall County Illinois"; thence North 61°10'23" East, along the South Line of the former Burlington and Santa Fe Railroad, 1843.32 feet to a point of curvature in said South Line; thence Northeasterly, along said South Line, being a tangential curve to the left with a radius of 1482.69 feet, on arc distance of 583.60 feet to a concrete monument on the West Line of "River's Edge — Phase Two" in the City of Yorkville, Kendall County, Illinois; thence South 17°25'41" East, 300.08 feet to the centerline of Fox Road; thence South 64°39'44" West, along said centerline, 753.68 feet to a point of curvature in said centerline; thence Southwesterly, along a tangential curve to the left with a radius of 14324.0 feet, an arc distance of 419.16 feet; thence South 62°59'08" West, tangent to the last described course, 873.63 to the Southeast Corner of said "Fox Glen"; thence North 21°41'02" West, along the East Line of said "Fox Glen," 785.41 feet to the point of beginning; and also that part of said Sections 36, 31 and 6 described as follows: Beginning at the intersection of the North Line of the former Burlington and Santa Fe Railroad with the West Line of "River's Edge — Phase One" in the City of Yorkville, Kendall County, Illinois; thence North 17°30'25" West, along said West Line, 2783.0 feet to the South Bank of the Fox River; thence Southwesterly, along said South Bank, 4668.58 feet to the West Line of a Tract conveyed by Lawrence E. Pope and Helen G. Pope, his wife, and described in Warranty Deed recorded in Book 118 at Page 412 on August 21, 1958; thence South 08°29'48" East, along said West Line, 3954.0 feet to said North Line of the former Burlington and Santa Fe Railroad; thence North 61°10'23" East, along said North Line, 4674.10 feet to a point of curvature in said North Line; thence Northeasterly, along said North Line, being a tangential curve to the left with a radius of 1382.69 feet, an arc distance of 612.52 feet to the point of beginning in Fox and Kendall Townships, Kendall County, Illinois and containing 408.352 acres.~~

Insert License Agreement map showing buildings, trails, etc. currently in use.

Exhibit B

Insurance Requirements

General Liability

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

Excess/Umbrella Liability

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

Workers' Compensation and Employers' Liability

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

**KENDALL COUNTY FOREST PRESERVE DISTRICT
LICENSE AGREEMENT**

THIS AGREEMENT is made as of the 15 day of May, 2007, by and between the Kendall County Forest Preserve District, an Illinois unit of local government and a political subdivision, with its principal office at 110 West Madison Street, Yorkville, IL 60560 ("District") and the Grundy-Kendall Regional Office of Education, with its principal office at 109 West Ridge Street, Yorkville, IL 60560 ("Licensee").

WITNESSETH:

WHEREAS, the District holds fee simple title to approximately 308 acres of land and has entered into a Lease Agreement with the Corporation for Open Lands ("CorLands") for approximately 100 acres of land, such properties described on Exhibit A attached hereto, and commonly known as Hoover Forest Preserve; and

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

WHEREAS, the Licensee administers an education cooperative known as the Kendall County Outdoor Education Center (KCOEC) that provides students, adults and families the opportunity for experiential learning in an outdoor setting;

WHEREAS, the Licensee will be permitted to utilize the Land for the purposes of operating the KCEOC pursuant to the terms and conditions hereof and the District represents that the License granted hereunder is not in violation of the CorLands Lease Agreement;

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

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

SECTION 2. LICENSES GRANTED; TERM. The District hereby grants to Licensee, and Licensee hereby accepts from District, a license ("License") to use a suitable portion of the Land ("Subject Property") for a term of 10 years.

SECTION 3. USE OF THE PREMISES. The District and the Licensee shall work cooperatively to determine the boundaries of the Subject Property on which the Licensee will operate the KCOEC. It is the intent of this Agreement that such Subject Property will include a building and some part of the Land. Use of the Subject Property may not be exclusive to the Licensee. Licensee shall use the Subject Property to operate the KCOEC in a manner consistent with the typical uses of an outdoor education center. Such uses include, but are not limited to:

education programs for students, family programs, and team-building programs. Licensee shall not use or permit the Subject Property or the Land to be used for any unlawful purpose or in any manner that will unreasonably disturb neighbors.

SECTION 4. CONDITION OF PREMISES. The Subject Property will be accepted by the Licensee "as is." The District hereby disclaims express or implied warranties regarding the condition on the Land.

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

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

SECTION 7. MANAGEMENT & OPERATION.

- Licensee and those utilizing the Subject Property and the Land through the programs and events of the Licensee shall follow and adhere to the General Use Regulation Ordinance of the District.
- Licensee shall keep the Subject Property and the Land clean and free of any litter and debris brought about by the programs and events of the KCOEC.
- The District shall be responsible for mowing, trimming, tree maintenance, and snow removal on the Subject Property.
- Licensee is responsible for ensuring that the Subject Property meets applicable safety and building codes.
- Licensee shall repair and/or replace as needed any items on its facilities on the Subject Property that become worn beyond reasonable wear and tear, damaged, or are in a state of disrepair so as to cause a risk of injury or damage to persons or property. Any hazard shall be immediately repaired, or public access restricted, to insure the safety of the public.
- Licensee shall not use the Subject Property to stockpile materials such as, but not limited to, topsoil, wood chips, gravel, and lumber, unless the materials are part of an ongoing improvement project.
- Pesticides, fertilizers, or other chemicals used by the Licensee on the Subject Property shall be used in accordance with label directions and applied only by Operators and Applicators licensed by the Illinois Department of Agriculture. Care shall be taken by the Licensee to prevent drift or movement of any pesticide, fertilizer or other chemical onto the Land.

SECTION 8. CONSTRUCTION.

A. Licensee, as part of this Agreement, shall have permission to develop and construct certain facilities consistent with the uses of an outdoor education center. Such facilities

must be approved in writing by the District before construction. The District shall give notice of such approval or disapproval within ninety (90) days of receiving the request, such approval will not be unreasonable withheld.

B. Licensee shall provide copies of as-built documents for all improvements it makes to the Subject Property. The Licensee shall be responsible for ensuring that any construction does not substantially conflict with activities of the District or other users of the property.

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

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

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

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

A. Except as required by Illinois law, the District shall not be liable or responsible to Licensee for any damage of any kind or nature whatsoever that arises from or relates in any way to Licensee's use of the Subject Property and the Land, except for those damages arising from or caused by the willful and wanton misconduct of the District. Licensee shall notify the District in writing of any significant condition of the Subject Property or the Land that may cause bodily injury or property damage, but such notification shall not constitute transfer of any liability from the Licensee to the District.

B. Licensee shall hold harmless, indemnify and defend the District, its commissioners, officers, agents, attorneys and employees against any and all losses, expenses, claims costs, causes and damages, including without limitation litigation costs and attorneys' fees resulting or alleged to result from (a) any failure on the part of Licensee to perform or comply with any terms or conditions of this Agreement which failure extends beyond any applicable cure period, or (b) any personal injuries or death or damages to property arising from

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

C. Except as required by Illinois law, the Licensee shall not be liable or responsible to District for any damage occasioned by the District's failure to keep the Subject Property and the Land in good repair, and the Licensee shall not be liable to District for any damage of any kind or nature whatsoever that arises from or relates in any way to District's use of the Subject Property and the Land, except for those damages arising from or caused by the willful and wanton misconduct of the Licensee. District shall notify the Licensee in writing of any condition of the Subject Property and the Land that may cause bodily injury or property damage, but such notification shall not constitute transfer of any liability from the District to the Licensee.

D. District shall hold harmless, indemnify and defend the Licensee, its officers, agents, attorneys and employees against any and all losses, expenses, claims costs, causes and damages, including without limitation litigation costs and reasonable attorneys' fees resulting or alleged to result from (a) any failure on the part of District to perform or comply with any terms or conditions of this Agreement which failure extends beyond any applicable cure period, or (b) any personal injuries or death or damages to property arising from or relating in any way to the use of the Subject Property and the Land by District, or its employees, contractors, guests, invitees, or agents, including any injuries, death or damages arising from their respective acts or omissions. The provisions and obligations of this section shall survive this Agreement and the License granted herein and shall be in addition to, and shall not be limited by, the amounts of any insurance provided by District pursuant to this agreement.

SECTION 13. INSURANCE.

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

B. Licensee shall obtain, during the entire term of this Agreement and any hold over term, appropriate and adequate insurance from contractors, guests, invitees, agents, vendors, or the public, whose activities arise or relate in anyway to the use of the Subject Property or the Land pursuant to policies reviewed and approved by the District. As evidence of coverage, Licensee shall provide certificates of insurance to the District. All such certificates of insurance shall list the District and Licensee as additional insured.

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

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

SECTION 16. STAFF MEETINGS. The Licensee and the District shall have twice yearly staff meetings regarding construction, maintenance, programming, and other issues of the Subject Property and the Land. Such meetings shall occur in March and September of each year. A written record of the meetings will be produced and distributed to each party.

SECTION 17. TIME OF ESSENCE. Time is of the essence in the performance of all of the terms and conditions of this Agreement.

SECTION 18. ASSIGNMENT.

A. Licensee shall not re-license the Subject Property, nor shall Licensee assign this Agreement, or any of Licensee's rights or obligations hereunder, to any other party without prior written consent of the District.

B. It is mutually agreed that Licensee is an independent entity, is not an employee or agent of the District and is not subject to the supervision or control of the District, except in those areas as identified in this Agreement.

SECTION 19. REMOVAL OF LIENS. Licensee shall, and without any charge to the District, keep the Subject Property and the Land free of any and all liens or encumbrances in favor of any person whatsoever for or by reason of any equipment, material, supplies or other item furnished, labor performed, or other actions done in connection with Licensee's use or occupancy of the Subject Property and the Land (collectively, a "Lien"). If, due to the actions of Licensee, the Subject Property and the Land becomes, at Licensee's direction, encumbered with any Lien, Licensee shall remove such lien promptly or promptly cause the title insurance company to insure over such lien and, in any event, not later than thirty (30) days after being directed to do so in writing by the District. The District shall have the right to remove or satisfy any Lien upon the Subject Property and the Land at any time, after such thirty (30) day notice to Licensee, and may recover from Licensee any amount that the District incurs to remove or satisfy such Lien, including the costs, expenses, reasonable attorney's fees and administrative expenses incurred by the District in connection therewith or by reason thereof.

SECTION 20. COMPLIANCE WITH LAWS. Licensee shall occupy the Subject Property in full accordance with all applicable laws, statutes, rules, regulations, ordinances and requirements, and is prohibited from undertaking any activities in violation of such laws, statutes, rules, regulations, ordinances and requirements.

SECTION 21. APPLICABLE LAW. Regardless of the place of its physical execution, this Agreement shall be interpreted under and governed by the laws of the State of Illinois and venue shall be the County of Kendall.

SECTION 22. ENFORCEMENT COSTS. In the event either party brings an action to enforce the covenants, terms and conditions to be performed under this Agreement, the prevailing party shall be entitled to recover its reasonable costs, attorneys fees and expenses. Either party is free to pursue any legal remedies at law or in equity.

SECTION 23. DISPUTE. Notwithstanding the terms and provisions of this Agreement, in the event that a dispute may arise between the District and the Licensee for any issue not specifically addressed in this agreement, the District shall possess the final decision making authority.

SECTION 24. TRANSITION PERIOD. If, after the approval of this Agreement, there is a determined to be a discrepancy or a dispute between this Agreement and the "Use Agreement" between the District, Licensee, CorLands, and the Chicago Area Council, Inc. Boy Scouts of America dated September 24, 2004, the "Use Agreement" shall take precedence until its termination date of December 31, 2007.

SECTION 25. SEVERABILITY; WAIVER. If any provision of this Agreement shall be held invalid, the validity of any other provision of this Agreement that can be given effect without such invalid provision shall not be affected thereby. The waiver of one breach of any term, condition, covenant, or obligation of this Agreement shall not constitute approval for any subsequent breach thereof.

SECTION 26. EXTENSION. District and Licensee shall, with the written approval of both the District and Licensee, extend this Agreement in term length.

SECTION 27. AMENDMENT. This Agreement may be amended or revised with the written approval of both the District and Licensee.

SECTION 28. TERMINATION.

A. If, at any time during the term of this Agreement, either party fails to comply with, or fails to fulfill any of the terms or conditions of this Agreement, which failure is not cured within ninety (90) days after written notice from the other party or such longer period as may be reasonably necessary to cure such failure, the aggrieved party shall have the right, as its sole and exclusive remedy, to terminate this Agreement.

B. Immediately upon termination of this Agreement, for whatever reason, all rights granted to Licensee here under shall revert to the District, and the District shall have the right, at its sole and absolute discretion, to re-license the Subject Property.

C. Upon termination of this Agreement, Licensee shall remove all equipment and property owned by the Licensee from the Subject Property and the Land that is not a permanent part of the Land or the buildings and facilities thereon.

SECTION 29. NOTICES. All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed received by the addressee thereof when delivered in person on a business day at the address set forth below or on the third business day after being deposited in any main or branch United States Post Office, for delivery at the address

set forth below, by properly addressed, postage prepaid, certified or registered mail, return receipt requested.

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

Kendall County Forest Preserve District
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Yorkville IL 60560
Attention: Director

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Yorkville IL 60560
Attention: Superintendent

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SECTION 31. AGREEMENT IN DUPLICATION. This agreement is executed in duplication and each party shall retain one completely executed copy, each of which is deemed an original.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed, effective as of the date first written above.

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

By: Thomas Centowski
Tom Centowski, Superintendent

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

By: Kay Hatcher
Kay Hatcher, President

Attest: Paul R. Nordstrom

Attest: John Purcell
John Purcell, Secretary

Exhibit A

That part of the East Half of Section 36, Township 37 North, Range 6 East of the Third Principal Meridian and that part of Section 31, Township 37 North, Range 7 East of the Third Principal Meridian and that part of the North Half of Section 6, Township 36 North, Range 7 East of the Third Principal Meridian described as follows: Beginning at the Northeast Corner of Lot 10 in "Fox Glen, Kendall Township, Kendall County, Illinois"; thence North 61°10'23" East, along the South Line of the former Burlington and Santa Fe Railroad, 1843.32 feet to a point of curvature in said South Line; thence Northeasterly, along said South Line, being a tangential curve to the left with a radius of 1482.69 feet, on arc distance of 583.60 feet to a concrete monument on the West Line of "River's Edge - Phase Two" in the City of Yorkville, Kendall County, Illinois; thence South 17°25'41" East, along said West Line, 721.72 feet; thence South 64°39'44" West, parallel with the centerline of Fox Road, 264.0 feet; thence South 17°25'41" East, 300.08 feet to the centerline of Fox Road; thence South 64°39'44" West, along said centerline, 753.68 feet to a point of curvature in said centerline; thence Southwesterly, along a tangential curve to the left with a radius of 14324.0 feet, an arc distance of 419.16 feet; thence South 62°59'08" West, tangent to the last described course, 873.63 to the Southeast Corner of said "Fox Glen"; thence North 21°41'02" West, along the East Line of said "Fox Glen", 785.41 feet to the point of beginning; and also that part of said Sections 36, 31 and 6 described as follows: Beginning at the intersection of the North Line of the former Burlington and Santa Fe Railroad with the West Line of "River's Edge - Phase One" in the City of Yorkville, Kendall County, Illinois; thence North 17°30'25" West, along said West Line, 2783.0 feet to the South Bank of the Fox River; thence Southwesterly, along said South Bank, 4668.58 feet to the West Line of a Tract conveyed by Lawrence E. Pope and Helen G. Pope, his wife, and described in Warranty Deed recorded in Book 118 at Page 412 on August 21, 1958; thence South 08°29'48" East, along said West Line, 3954.0 feet to said North Line of the former Burlington and Santa Fe Railroad; thence North 61°10'23" East, along said North Line, 4674.10 feet to a point of curvature in said North Line; thence Northeasterly, along said North Line, being a tangential curve to the left with a radius of 1382.69 feet, an arc distance of 612.52 feet to the point of beginning in Fox and Kendall Townships, Kendall County, Illinois and containing 408.352 acres.

Exhibit B
Insurance Requirements

General Liability

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Workers Compensation and Employers' Liability

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

To: Kendall County Forest Preserve District – Programming and Events Committee

From: David Guritz, Director

RE: Hoover Forest Preserve Nature Play Space Project – Phase 1(b) Updates

Date: January 4, 2017

The District is working to determine the estimated flow rate in gallons per minute for the 2" water service line extension installed as part of Phase 1(a) improvements to supply water to both the mud kitchen and Phase 1(b) water play space element.

Determination of service line water flow rate is needed in order for AquaScapes to move forward with the design and development of materials list and cost estimates for construction.

As in Phase 1(a), the goal will be to secure donations of materials and volunteer support to construct the Phase 1(b) improvements. Phase 1(b) improvements under consideration include completion of the new water play feature, "Hobbit" tunnel, and development and design of a natural materials labyrinth.

In working to determine service line flow rate, contractors previously involved with installation and maintenance of the Hoover pump house equipment have been contacted for pump specifications, and to assist with calculations of flow volume. As part of this exercise, the main well pump is reaching the end of its useful life, and will likely require replacement in the not-too-distant future.

The Hoover Nature Play Space Committee will be working to schedule its first meeting of the year in February.

The Hoover Nature Play Space was recently recertified as part of the National Arbor Day Foundation's Nature Explore program (<https://certified.natureexplore.org/natural-beginnings-early-learning-program-2/>).

Phase 1(a) Completed Projects

