

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

From: David Guritz, Director

RE: Yorkville Athletic Association, NFP License Agreement – Hoover Ball Field

Date: February 1, 2017

Attached, please find the final draft of the 2017 Yorkville Athletic Association license agreement for use of the athletic field at Hoover Forest Preserve.

Michael Klimavicius plans to present at the February 15, 2017 Committee of the Whole to present proposed improvements to the ball field area, and may also request a reduction in the license fee as a partial offset of the improvement costs.

The draft agreement has been sent to Michael Klimavicius for review and comment.

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 –two thousand dollars () 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.

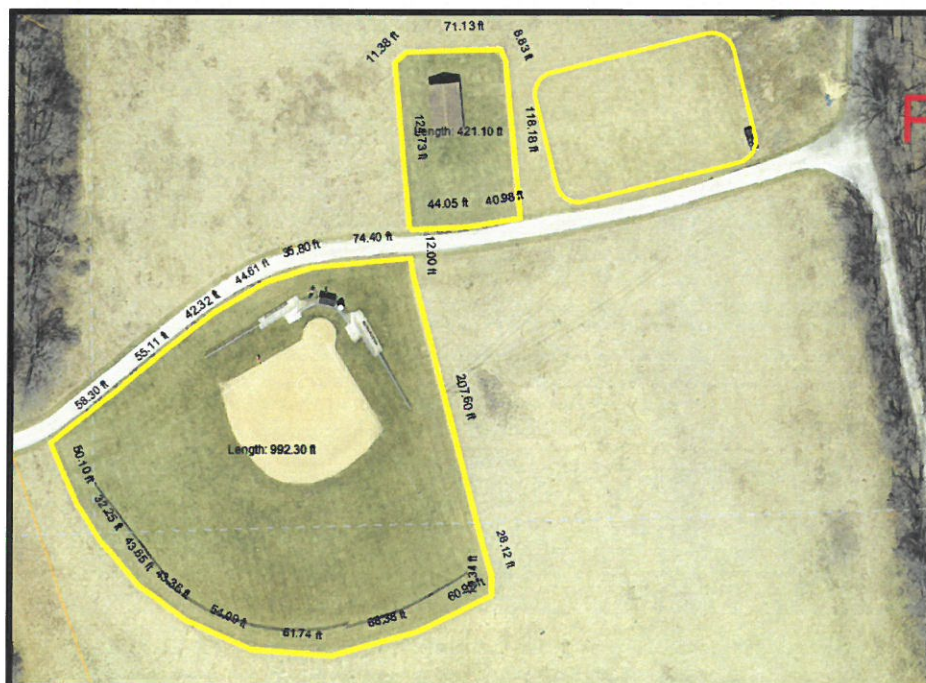
By: _____ Date: _____

Judy Gilmour, President
Kendall County Forest Preserve District

By: _____ Date: _____

Michael Klimavicius, President
Yorkville Athletic Association (Yorkville Fury)

YORKVILLE FURY LICENSE AGREEMENT
EXHIBIT A: LICENSE AREA



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.

***SCHEDULE IS SUBJECT TO CHANGE BASED ON FINAL SCHEDULE FOR PRACTICES AND GAMES, SUBJECT TO TIME LIMITATIONS FOR PRESERVE OPENING AND CLOSING TIMES**

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

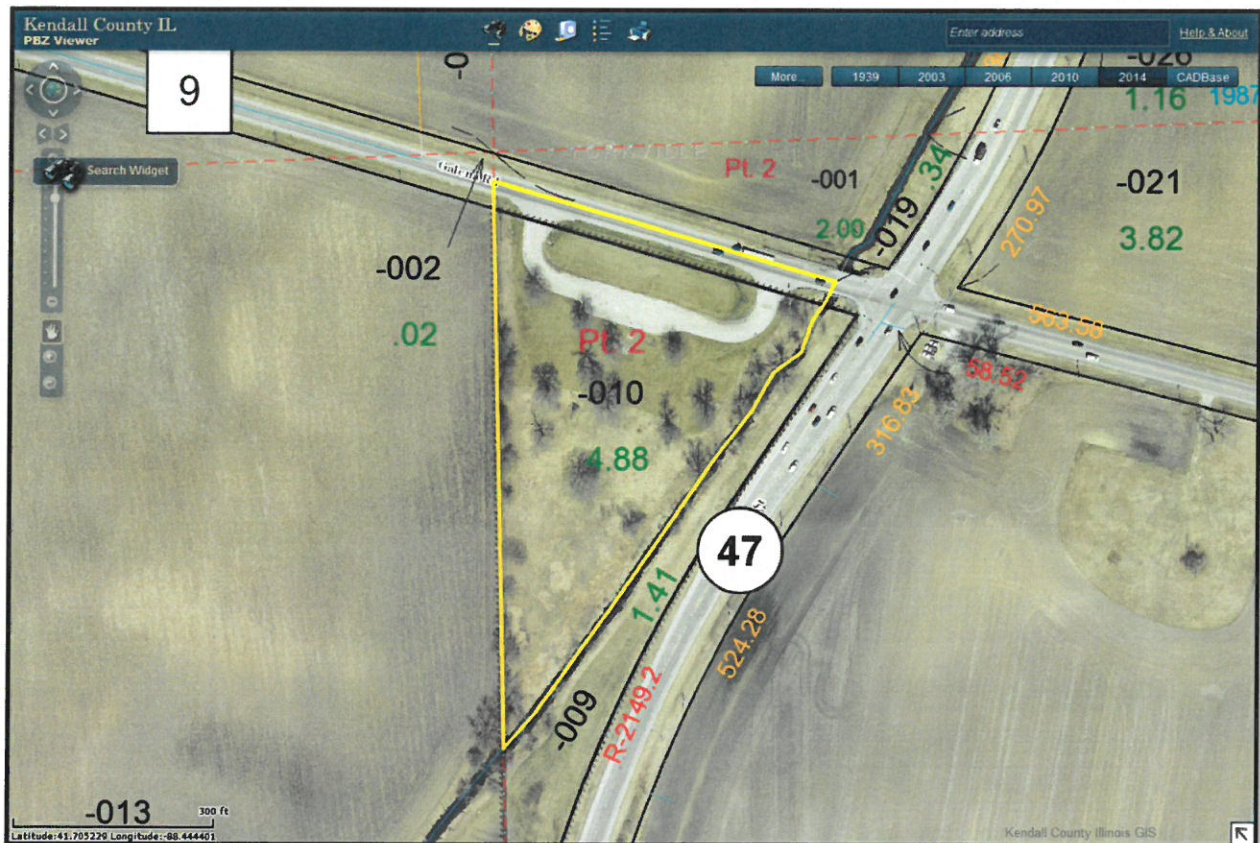
RE: Galena Road and Route 47 Rest Stop Closure Discussion

Date: February 1, 2017

District staff recommends closure of old rest stop located at the intersection of Galena Road and Route 47.

District staff members have been approached by the Kendall County Sherriff's Office to report growing concerns with both intersection safety, and unauthorized uses of the pull off area for overnight parking of commercial vehicles, among other issues.

Committee direction is requested in order to move forward efforts to close off the access loop and implement turf restoration. This will be an in-house effort coordinated with the Kendall County Highway Department.



To: Kendall County Forest Preserve District
Programming and Events Committee

From: Amy Martin and Nicole Norton, Equestrian Center Coordinators

RE: Equestrian Center Programming - Fiscal Year Breakdown and Analysis

Date: 4-Jan-17

| 2701/2702-100 Series Cost Centers | Description | FY 15-16 Budget | FY 15-16 Actual | FY 16-17 Budget | Notes |
|--|--------------------------------------|--------------------|--------------------|--------------------|-------|
| Ellis Camps | | | | | |
| 1101570 | Camp Program Revenue | \$ 13,000.00 | \$ 5,560.00 | \$ 13,000.00 | |
| 1106122 | PT Salaries | \$ 6,625.00 | \$ 3,511.98 | \$ 8,000.00 | |
| 1106301 | IMRF/SS | \$ 1,222.00 | \$ 460.56 | \$ 1,164.00 | |
| 1107081 | Promotions | \$ 500.00 | \$ - | \$ 500.00 | |
| 1107082 | Animal Care | \$ 700.00 | \$ 770.74 | \$ 700.00 | |
| 1107083 | Tack | \$ 40.00 | \$ - | \$ 40.00 | |
| 1107084 | Vet & Farrier | \$ 1,375.00 | \$ 1,147.67 | \$ 1,375.00 | |
| 1107086 | Uniforms | \$ 75.00 | \$ 120.00 | \$ 75.00 | |
| 1107087 | Program Supplies | \$ 600.00 | \$ 16.18 | \$ 600.00 | |
| | Net Gain/(Loss) | \$ 1,863.00 | \$ (467.13) | \$ 546.00 | |
| Ellis Lessons | | | | | |
| 1111335 | Donations | \$ 2,000.00 | \$ 467.00 | \$ 2,000.00 | |
| 1111570 | Lessons Revenue | \$ 23,000.00 | \$ 33,378.48 | \$ 24,905.00 | |
| 1116122 | PT Salaries | \$ 13,250.00 | \$ 21,517.81 | \$ 16,000.00 | |
| 1116301 | IMRF/SS | \$ 2,445.00 | \$ 3,549.98 | \$ 2,327.00 | |
| 1117081 | Promotions | \$ 1,000.00 | \$ - | \$ 1,000.00 | |
| 1117082 | Animal Care | \$ 700.00 | \$ 5,502.28 | \$ 700.00 | |
| 1117083 | Tack | \$ 40.00 | \$ 1,800.00 | \$ 40.00 | |
| 1117084 | Vet & Farrier | \$ 2,750.00 | \$ 2,876.78 | \$ 2,750.00 | |
| 1117086 | Uniforms | \$ 75.00 | \$ 60.00 | \$ 75.00 | |
| | Net Gain/(Loss) | \$ 4,740.00 | \$ (1,461.37) | \$ 4,013.00 | |
| Ellis Birthday Parties | | | | | |
| 1121570 | Birthday Party Revenue | \$ 11,000.00 | \$ 9,619.33 | \$ 9,500.00 | |
| 1126122 | PT Salaries | \$ 6,625.00 | \$ 4,268.18 | \$ 6,456.00 | |
| 1126301 | IMRF/SS | \$ 1,222.00 | \$ 807.03 | \$ 1,164.00 | |
| 1127081 | Promotions | \$ 1,000.00 | \$ - | \$ 1,000.00 | |
| 1127082 | Animal Care | \$ 1,050.00 | \$ - | \$ 1,050.00 | |
| 1127083 | Tack | \$ 80.00 | \$ 850.76 | \$ 80.00 | |
| 1127084 | Vet & Farrier | \$ 1,375.00 | \$ 1,147.66 | \$ 1,375.00 | |
| 1127086 | Uniforms | \$ 75.00 | \$ - | \$ 75.00 | |
| 1127087 | Program Supplies | \$ 1,200.00 | \$ 425.67 | \$ 1,200.00 | |
| | Net Gain/(Loss) | \$ (1,627.00) | \$ 2,120.03 | \$ (2,900.00) | |
| Ellis Public Programs - Pony Club | | | | | |
| 1131570 | Pony Club Revenue | \$ - | \$ 166.00 | \$ 2,100.00 | |
| 1136122 | PT Salaries | | | \$ 1,890.00 | |
| 1136301 | IMRF/SS | | | \$ - | |
| 1137079 | Volunteer Expenses | \$ 800.00 | \$ 168.40 | \$ 800.00 | |
| | Net Gain/(Loss) | \$ (800.00) | \$ (2.40) | \$ (590.00) | |
| Sunrise Center | | | | | |
| 1141570 | Sunrise Cener Lic. Agreement | \$ - | \$ 1,600.00 | \$ 19,200.00 | |
| 1146122 | PT Salaries | \$ - | | \$ 6,864.00 | |
| 1146301 | IMRF/SS | \$ - | | \$ 1,284.00 | |
| 1147082 | Animal Care | \$ - | | \$ 4,800.00 | |
| | Net Gain/(Loss) | \$ - | \$ 1,600.00 | \$ 6,252.00 | |
| Budget Summary | | | | | |
| | Total Revenue | \$ 49,000.00 | \$ 50,790.81 | \$ 70,705.00 | |
| | PT Salaries | \$ 26,500.00 | \$ 29,297.97 | \$ 39,210.00 | |
| | IMRF/SS | \$ 4,889.00 | \$ 4,817.57 | \$ 5,939.00 | |
| | Promotions | \$ 2,500.00 | \$ - | \$ 2,500.00 | |
| | Animal Care | \$ 2,450.00 | \$ 6,273.02 | \$ 7,250.00 | |
| | Tack | \$ 160.00 | \$ 2,650.76 | \$ 160.00 | |
| | Vet and Farrier | \$ 5,500.00 | \$ 5,172.11 | \$ 5,500.00 | |
| | Uniforms | \$ 225.00 | \$ 180.00 | \$ 225.00 | |
| | Volunter Expenses (Pony Club) | \$ 800.00 | \$ 168.40 | \$ 800.00 | |
| | Program Supplies | \$ 1,800.00 | \$ 441.85 | \$ 1,800.00 | |
| | Net Gain/(Loss) | \$ 4,176.00 | \$ 1,789.13 | \$ 7,321.00 | |

| Cost Center | Description | FY 14-15 Budget | FY 14-15 Actual |
|-------------|--------------------------|--------------------|--------------------|
| 27010001570 | Program Revenue | \$ 140,530.00 | \$ 122,124.00 |
| 27020006105 | FT Salaries | \$ 52,422.00 | \$ 27,833.54 |
| 27020006122 | PT Salaries | \$ 52,000.00 | \$ 67,421.02 |
| 27020006301 | IMRF/SS | \$ 16,000.00 | \$ 15,254.37 |
| 27020007075 | Medical Insurance | \$ 10,700.00 | \$ 778.56 |
| 27020007078 | Refuse Pickup | \$ 1,700.00 | \$ 1,492.64 |
| 27020007074 | Vet and Farrier | \$ 3,200.00 | \$ 3,717.80 |
| 27020007089 | Tent Lease | \$ 17,922.00 | \$ 18,850.00 |
| 27020007076 | Utilities | \$ 13,500.00 | \$ 14,383.28 |
| 27020007077 | Office supplies/postage | \$ 2,500.00 | \$ 1,907.94 |
| 27020007079 | Volunteer expense | \$ 800.00 | \$ 656.11 |
| 27020007081 | Promotion / publicity | \$ 7,000.00 | \$ 2,389.18 |
| 27020007082 | Animal care & supplies | \$ 3,500.00 | \$ 2,121.49 |
| 27020007083 | Horse acq. / tack | \$ 200.00 | \$ - |
| 27020007086 | Uniforms | \$ 500.00 | \$ 22.84 |
| 27020007087 | Program Supplies | \$ 4,800.00 | \$ 4,540.84 |
| | Net Gain / (Loss) | \$ (46,214.00) | \$ (39,245.61) |

Total salaries (District) coded to capital fund 270

\$ 24,912.51

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

From: David Guritz, Director

RE: Ellis Equestrian Center – Student Housing Request

Date: February 1, 2017

Commission discussion is requested to explore the option of extending a housing option to paid Equestrian Instructor interns in the Ellis House apartment. The Ellis apartment space includes two bedrooms and a full bathroom that could accommodate paid student interns under a formal lease agreement.

The District's Equestrian Center Coordinators have reached out to Black Hawk Community College in Moline, Illinois to promote the current part time Equestrian Instructor positions that may also satisfy college course requirements, and have received positive responses and inquiries.

<http://www.bhc.edu/academics/career-and-transfer-programs/equestrian-science/>

District staff has reviewed the guidelines and requirements received from the State's Attorney's Office for paid versus unpaid internships, and determined that extending paid positions where students also receive course credit provides the greatest degree of flexibility for extending program support, horse care, and barn maintenance activities.

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

From: David Guritz, Director

RE: Ellis Equestrian Center – Conversion of the Ellis Volunteer Caretaker to a Part Time Employee

Date: February 1, 2017

Commission discussion is requested to explore the option of extending part time employment to the Ellis Volunteer Caretaker. The State's Attorney's Office has recommended converting this volunteer position to a part time position (or independent contractor) under a separate lease agreement as best practice for management of District liability and compliance with labor law.

Shannon Prette has volunteered with the District in residence at the Ellis House studio apartment, extending approximately 10-hours per week to support rental events, horse care chores, and special events. This arrangement is beneficial to the District, improving consistency with support of horse care and presence on location after regular business hours.

In consultation with the State's Attorney's Office, the weekly value of the residence benefit can be used as part of a total compensation package, so long as the District tracks the actual work hours extended, and compensates the employee for any time worked that exceeds the value of the residence benefit. This position would be FLSA non-exempt, subject to overtime rules and holiday pay.

Direction is requested to move forward with a market study for the value of the residence benefit, development of a position description, and formulation of a lease agreement for presentation to the Committee of the Whole.

To: Programming and Events Committee

From: David Guritz, Director

RE: Lesson Horse Needs and Updates

Date: March 1, 2016

Ellis Equestrian Center Coordinators have requested that the District acquire a fourth lesson horse to support horsemanship, birthday, and summer camp programming.

An update on the herd status and justification for need of the additional lesson horse will be presented by the Equestrian Center Coordinators, Amy Martin and Nicole Norton, for discussion, input, and direction.

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

From: David Guritz, Director

RE: Natural Beginnings Late Payment Policy Recommendations

Date: February 1, 2017

In 2016, the Programming and Events Committee discussed amending the late payment policy for Natural Beginnings.

Below, please find the proposed updates to the 2017-2018 Parent Handbook stating the proposed and revised late payment policy:

Tuition

Tuition for 2017-2018 school year is \$1,500 for 2 days a week and \$1,800 for 3 days a week. There is an early payment discount of \$25 if paid in full by July 21, 2017. If multiple siblings attend Natural Beginnings concurrently, you will receive a sibling discount of 10% off yearly tuition for the second child. A non-refundable registration fee of \$150 is required upon registration.

Installments can be made on a quarterly schedule and are due on July 21, 2017; October 20, 2017; January 19, 2018; and April 20, 2018. Installment payments set up with a credit card will be deducted automatically on the due dates. If paying by check and you miss the deadline, you will be notified and receive a 5-day grace period. If a credit card payment is declined, you will be notified and a 5-day grace period will be allotted. A \$15 processing fee will be assessed after the grace period. Failure to pay within two weeks following the due date will result in suspension of the program. Quarterly payments are non-refundable. Tuition refunds will be granted for payments that have been made in full provided a valid physician's written excuse is submitted or proof of relocation out of the area is submitted. Refunds will be pro-rated based upon the remaining number of quarters left in the year.

Scholarships may be available if funding exists. Please see a staff member for more information.

2017-2018 Scholarship Application

Natural Beginnings Early Learning Program provides scholarship assistance to families requesting assistance and who qualify and meet certain financial criteria. The assistance is granted in the form of partial tuition scholarships, contingent upon the availability of funds. The information you provide on this form will be treated confidentially and will only be used to determine and verify eligibility for scholarship assistance.

Parent(s)/Guardian(s) name(s): _____

Home address: _____

Phone: _____

Child's name: _____

Child's date of birth: _____ Sex: (circle one) M F

Is the child a ward of the state or in foster care? _____

Household Information

Number of children in household: _____ Number of adults in household: _____

Number of years in current residence: _____

Income Information

Where does parent or parents work? _____

Gross household income: \$ _____

Income is measured: (circle one) weekly bi-weekly monthly annually

Do you receive DHS childcare reimbursement? _____

Do you receive DHS cash assistance or SSI assistance? _____

Additional Information

Please comment on any special circumstances that affect your need for tuition assistance:

Please provide any other information you would like us to know as we determine scholarships:

NATURAL BEGINNINGS SCHOLARSHIP APPLICATION – DRAFT – 2/1/17

I hereby declare that all of the information on this form is true and accurate. In addition, I understand that the Kendall County Forest Preserve District may verify the information on this application. I understand that any person who knowingly and with intent files an application containing false, incomplete or misleading information may have benefits revoked and be held personally responsible for all illegally obtained benefits.

I certify that the above statements are true.

Signature of Parent(s)/Guardian(s)

Date

Required Documents

All household earners are REQUIRED to submit the following documents along with this application:

- 1) *Front page of most recent income tax form*
- 2) *The TWO most recent paycheck stubs*

Scholarship Procedures:

Scholarship requests are due by March 31st, 2017 and are good only for that school year. Only scholarship forms filled out completely and accompanied by requested materials will be considered. The scholarship committee will review all applications and award scholarships on a sliding scale based on needs and available funds. All award notifications will be communicated within XXXX business days. Your enrollment for a space in the program is complete only after the Kendall County Forest Preserve District receives a completed registration packet including the registration fee and any other portion of the tuition fees that are due at that time.

The preschool reserves the right to request updated income verification at anytime throughout the school year to continue providing the financial assistance. If your financial circumstances change, contact the program manager. We reserve the right to make any adjustments when awarding scholarships due to extenuating circumstances.

If you have any questions, please call 630-553-3939.

Please drop off or mail this form and all paperwork to:

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

OFFICE USE ONLY:

Date application was received: _____

Application was ____ Approved ____ Denied Date: _____

Assistance details _____

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

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

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

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

Applicant Information:

Event Name: Shoop Scoot 5K Organization: Channahon-Minooka Running Club
Contact Person: Rheta Murdaugh
Address: 210 S. Raven Road, Shorewood 60404 County: Will
Street City State Zip
Telephone: Home: () 815-744-2880, 101 Cell: () 708-949-1650
E-mail: murdaugh_r2d2@comcast.net

Special Event Information:

Name of Forest Preserve: Kendall Date(s): 8/ /17
Event: 5k Run to benefit American Heart Association
Estimated Attendance: 100
Arrival Time (includes set-up): 7 am race start 8:30 am
Departure Time (includes take down): 11 am

Will this Special Event include:

A = \$ 50.00

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

| | | |
|----------------------------------|-----|----|
| Will this Special Event include: | Yes | No |
|----------------------------------|-----|----|

A = \$ 50.00 (continued)

- | | | |
|------------------------------------|-------|--------------|
| 4. Selling goods and services? | _____ | <u> x </u> |
| 5. Electronically amplified sound? | _____ | <u> x </u> |

B = \$ 150.00

- | | | |
|----------------------------------|--------------|--------------|
| 6. Business uses in Preserve? | _____ | <u> x </u> |
| 7. Group larger than 250 people? | _____ | <u> x </u> |
| 8. Extensive Use of grounds? | <u> x </u> | _____ |

C = \$ 250.00

- | | | |
|--|-------|--------------|
| 9. Extensive Use of staff time? | _____ | <u> x </u> |
| 10. Closes and/or limits part(s) of preserve to other users? | _____ | <u> x </u> |

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

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

_____ will be running 3.1 miles thru the preserve

Applicant's Signature: 

Date: 1/17/17

Special Events Policy
Kendall County Forest Preserve District

The Kendall County Forest Preserve District will allow Special Events that it deems to be in the public interest to be held on District property. A Special Event will be defined as an event in which District property will be used in a manner that is inconsistent with normal preserve activities, such as an event that involves the sale of concessions and/or other goods and services, the use of temporary structures, or multi-day events.

These Events will not be allowed to disturb the natural resources of the District in any way, and will only be allowed on District properties where the District deems there to be adequate facilities.

- Those persons, groups, or organizations requesting to hold a Special Event on District property will have to obtain a Special Event Permit from the District.
- A two month lead time is required.
- All events are required to supply an itinerary at time of application.
- Business, churches, scouts, school groups, etc. require a Certificate of Insurance naming Kendall County Forest Preserve District as an Additional Insured.

The Special Event Permit fee is in addition to the reservation fee for the location where your event is being held. Reservations may be made up to one year in advance.

The District staff shall, with the concurrence of the Forest Preserve Committee, award the Special Event Permits.

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

From: David Guritz, Director

RE: Hoover Forest Preserve Bunkhouse and Meadowhawk Lodge Rental and Payment Policies Discussion

Date: February 1, 2017

Attached, please find the District's current rates and cancellation policies for use of Meadowhawk Lodge and the Bunkhouses at Hoover Forest Preserve.

Staff recommends the following cancellation policy changes:

Meadowhawk Lodge

| | |
|----------------------|--|
| Weddings and Rentals | Security Deposit - 50% of rental fee due at reservation Rental fee due 30-days prior to the scheduled event |
|----------------------|--|

Current Cancellation Policy (Weddings only)

1. 50% security deposit retained if cancelled 60-days prior to the scheduled event.
2. 100% security deposit retained if cancelled within 30-days prior to the scheduled event.

Recommended changes:

1. Apply the cancellation policy as stated to all Meadowhawk Lodge rentals effective for **all** reservations made following approval of the revised policy. Current policy for other rentals is not clearly stated (default policy is to issue a full refund if the event cancelled at least 72-hours prior to the scheduled event).
2. Require full payment of the rental fees 30-days prior to the scheduled event.
3. Retain 100% of the security deposit for cancellations within 60 calendar days prior to the scheduled event.
4. Retain 50% of the security deposit for cancellations 60 days or more prior to the scheduled event.

Justification: The District's opportunity to rebook Meadowhawk Lodge is significantly impacted by cancellations taking place within the two month timeframe leading up to a scheduled event, resulting in loss of revenue.

Blazing Star, Moonseed, and Kingfisher Bunkhouses

| | |
|-------------------|--|
| Bunkhouse Rentals | Security Deposit - \$100 due within 10-days following permit approval* Rental fee - \$150/\$210 due within 10-days following permit approval* |
|-------------------|--|

*District past practice has been flexible in allowing more time to for rental payments.

Current Cancellation Policy

1. 100% refund on all cancellations if made within 72-hours prior to the scheduled rental.
2. Security deposit retained on cancellations made with less than 72-hour notification.

Recommended changes:

1. Require security deposit payment in order to secure a reservation.
2. Require full payment no less than 60 days prior to a scheduled event.
3. 100% security deposit retained if cancelled outside of 60 calendar days prior to the scheduled event
-Consider allowing security deposit to be applied towards a single rescheduled reservation date.
4. 100% rental payment retained if cancelled within 60 calendar days prior to the scheduled event.
-Security deposit would be returned/refunded.

Justification:

RecPro permitting is a time consuming process. Permit entry and cancellation is a time consuming process. Requiring payment at the time of reservation, with more restrictive cancellation policies, should improve client commitment to reservation schedules.

The District's opportunity to rebook Bunkhouses is significantly impacted by cancellations taking place within the two month timeframe leading up to a scheduled event, resulting in loss of revenue.

Challenge:

The District may lose clients if the policy is too restrictive, particularly for events where organizers are uncertain of turnout (ie; Scout groups).

Hoover Forest Preserve Rental Rates

For Reservations: Phone: 630-553-4025 Fax: 630-553-4023 or

E-mail: RAntrim@Co.Kendall.IL.US

A permit is required for all reservations. The signed permit and reservation fee is due in the main office within 10 business days of receiving the permit. Permit and Permittee must be present on-site for the event.

- A Security Deposit of \$100.00 is due with the rental of **each** bunk house. Please write a **separate** check so it may be returned to you after the event as long as no damages were found.
- A **72 hour notice is required** for reserving any campsite or bunk house. Any refund on a reservation is available with a 72 hour notice prior to the event.
- Businesses, churches, scouts and school groups are among the groups that require a Certificate of Insurance presented to the office 2 weeks prior to the event.

BUNK HOUSES

Kingfisher: This bunk house has two wings, with 4 bunk rooms, with 4 bunk beds* in each room, sleeping 32 people. The wings are separated by a kitchen* (stove and full-sized refrigerator), bathrooms with showers, and a great room area with fireplace with table seating for 32. A screened-in porch completes this fully handicapped accessible building.

Moonseed and Blazing Star: These two identical bunk houses have two wings, with 8 bunk beds* in each room, sleeping 32 people dormitory-style and 4 outdoor primitive cabins (sleeps 4 in each) for a total capacity of 48. The bunkhouses have a kitchen* (stove and full-size refrigerator), bathrooms with showers, and a great room area with fireplace with table seating for 32. A screened-in porch completes this fully handicapped accessible building.

No tent camping is allowed outside by the bunkhouses.

| | | |
|--------------|---------------------|----------------|
| <u>Rate:</u> | County Resident | \$150.00/night |
| | Non-county Resident | \$210.00/night |

CAMPSITES

Group Campsites are available and sleep up to 30 people per site, and are equipped with 2 picnic tables and a fire ring. One campsite is handicapped accessible.

| | | |
|--------------|---------------------|---------------|
| <u>Rate:</u> | County Resident | \$50.00/night |
| | Non-county Resident | \$75.00/night |

Family Campsites for up to 6 people are available. Each site has a picnic table and a fire ring. Two campsites are handicapped accessible.

| | | |
|--------------|---------------------|---------------|
| <u>Rate:</u> | County Resident | \$15.00/night |
| | Non-county Resident | \$25.00/night |

There is a fully handicapped accessible bathroom facility with showers near the family campsites.

FIREWOOD: \$25.00/bundle (approx. 30 pieces) - Purchase when making reservation or on-site between 8:00 am and 3:00 pm. Bringing in your own firewood or collecting on-site is prohibited.

For Emergencies: call 630-774-1683. **Non-emergency** call-outs between 8:00 pm and 8:00 am are charged \$40.00. Fee is due at time of call-out.

*Please see attached Supply List for a complete list of suggested items to bring.



MEADOWHAWK LODGE RATE – HOURS AND FEE

Rental Event

| | <u>Rental Fee</u> | <u>Refundable Security Deposit</u> |
|--|--|--------------------------------------|
| Wedding Ceremony & Receptions (Friday & Sunday) | \$ 1,200.00 (includes staff time to assist w/coordinating & staffing event) | \$600.00 |
| Wedding Ceremony & Receptions (Saturday) | \$ 1,500.00 (includes staff time to assist w/coordinating & staffing event) | \$750.00 |
| Other Events - Weekend | <u>Resident</u> \$ 75.00 /hour | <u>Non-County</u> \$ 100.00 /hour |
| Other Events - Weekday | \$ 50.00 /hour | \$ 75.00 /hour |
| | <u>Security Deposit - 50% of contracted time</u> | |
| Not-for-Profit & Government Rate | 20% off (May-October) | 50% (November-April) discount |
| Corporate Rate | 20% off (May-October) | 10% (November-April) discount |
| | <u>Security Deposit - 50% of contracted time</u> | |
| Set-up / Clean-up (staff supported – optional) | \$ 50.00 /hour | \$ 75.00 /hour |
| Set-up / Clean-up (pre-and post event – optional) | \$ 15.00 / per additional hour | |
| Renters (Bunkhouse(s) or Group Campsites (min. 2)) | \$ 250.00 – full day | |
| (when renting bunkhouses or Group Campsites, the fee for Meadowhawk Lodge is \$250.00 = 1 full day. Payment for bunkhouse or group site is separate) | | |

Rental hours are from **8:00 a.m. to 10:00 p.m.** Set-up and take down must be included in the requested contract period.

Ending rental time means facility is to be cleared and vacated by that time. There will be a charge of \$75.00 for every 15 minutes beyond your contracted end time. This fee will be deducted from your refundable security deposit.

Refundable Security Deposit: 50% of rental fee - due at time reservation is made. Full payment of the rental fee is due 30 days prior to the event. **Security deposits are required at booking date.**

Cancellation Policy – In the event of a wedding reception cancellation 60 days prior to the scheduled event, Kendall County Forest Preserve will retain half of the security deposit. In cases where cancellation is less than 60 days prior to the scheduled event, Kendall County Forest Preserve will retain the entire security deposit.

No glass bottles are allowed anywhere on the property. Firewood can be purchased through the forest preserve at \$20.00 / bundle. No firewood is allowed to be brought in from outside or collected from the grounds.

For Reservation Info: phone: 630-553-4025 Fax: 630-553-4023
E-mail: RAntrim@Co.Kendall.il.us

Revised: 08-03-15

The Kendall County Forest Preserve District reserves the right to approve any caterer not listed

NOTE: Caterers not on the approved list may be used if they consent to the following conditions. Any caterer selected must provide a Certificate of Insurance for (a) commercial general liability insurance for \$2 million, (b) motor vehicle liability for \$1 million, (c) workers compensation for \$500,000, and (d) dram shop insurance for \$1 million dollars and (e) excess liability for \$2 million. Evidence of a current Health Department Permit and a copy of the most recent Food Service Establishment Inspection Report are required. Kendall County requires a license for the serving of liquor. Self-service of alcohol is not allowed. The Kendall County Forest Preserve District must be named on the certificate.

**ADDITIONAL TERMS AND CONDITIONS OF AGREEMENT WITH THE KENDALL COUNTY
FOREST PRESERVE DISTRICT**

1. Security Deposit and Payment:
 - a. The Security Deposit shall be made prior to, or shall accompany the return of the signed contract to the Kendall County Forest Preserve District. Security deposit shall be cash, credit card (2.5% processing fee) or check made payable to the Kendall County Forest Preserve District.
 - b. Payment of fifty percent (50%) of the event rental fee is due six (6) months prior to the event date, with the remaining balance due thirty (30) days prior to the event.
 - c. Requests for a change in date will be accommodated up to 6 months prior to the original event date based on availability without penalty. In the event of a cancellation 6 months prior to the scheduled event, the KCFPD will retain one hundred percent (100%) of the security deposit. In cases where cancellation is less than 6 months prior to the scheduled event, the KCFPD will retain the entire security deposit, plus fifty percent (50%) of the event rental fee.
 - d. The Security Deposit will be refunded within 30 business days following the event provided we do not need to withhold any of it for items damaged, broken, where excessive cleaning is needed or any outstanding balance is due.
 - e. Payment in full is due 30 days prior to event date.
2. The individuals hosting the party will be responsible for the conduct of their guests. Damage to or theft of Kendall County Forest Preserve District property caused by the group will be billed to or deducted from the security deposit of the individual signing this contract.
3. The Kendall County Forest Preserve District will not assume any responsibility of the damage or loss of merchandise, personal articles, or any property of any nature left at the location prior to, during, or following the event.
4. Individuals are responsible for proper supervision of minors in their group. Persons under the age of 21 will not be served any alcoholic beverages. Self-service of alcohol and consumption of alcohol is not allowed anywhere on the property grounds including the parking lots and the barn at the Ellis House & Equestrian Center. **GLASS BOTTLES ARE NOT ALLOWED.**
5. Venue renters are responsible for the setup; take down, AND CLEAN UP of the areas which they use during the contract period. Set up, take down and clean up is included in the requested contract time period noted above. An additional fee of \$125.00 will be charged for each hour outside the agreed upon time that is required for these tasks and will be deducted from the security deposit. Ellis House and Equestrian Center venue renters may elect to pay an additional fee of three hundred (\$300.00) for event setup or cleanup, or five-hundred dollars (\$500.00) for setup and cleanup. Meadowhawk Lodge venue renters may elect to pay an additional fee of (\$50.00) for event setup or cleanup, or seventy-five dollars (\$75.00) for setup and cleanup.

To: Kendall County Programming and Events Committee

From: Emily Dombrowski, Environmental Education Coordinator
April Morris, Environmental Education Coordinator

RE: NEW School Program Service and Fee

Date: February 1, 2017

We were recently approached by a teacher asking about an overnight program. We would like to start offering a program package that includes overnight bunkhouse use that would include a two-hour program in the evening for a school groups during the week.

We are proposing that the fee would be \$20 per student with a 5-student (or \$100) minimum. This program will take advantage of weekday vacancies in bunkhouse rentals. Programs will be offered on Tuesdays and Wednesdays only to allow sufficient time for cleaning of bunkhouses prior to weekend bookings.

Current cost for use of a Hoover Bunkhouse is \$150 per night for residents of Kendall County and \$210 per night for non-residents.

Schools participating in overnight program experiences will provide their own chaperones for students staying overnight. Staff participation will be limited to direct program delivery only.

Environmental Education staff recommends Commission approval of the proposed \$20 per student fee.

| Student Overnight Cost | Registration Minimum | Registration Maximum | Minimum Revenue | Maximum Revenue | Staff Time | Minimum Gain | Net Gain |
|---|-----------------------------|-----------------------------|------------------------|------------------------|-------------------|---------------------|-----------------|
| \$20.00 / student <i>\$100 minimum</i> | 5 | 30 | \$100 | \$640 | 5 Hours | \$30 | \$570 |

23-Jan-17

[illegible]

KENDALL COUNTY FOREST PRESERVE DISTRICT SPRING PROGRAMS

To register for a program:

Call 630-553-4025 or email
rantrim@co.kendall.il.us

**For additional information
on a program:**

Call 630-553-2292
or email
edombrowski@co.kendall.il.us

*If a class does not meet its minimum enrollment, it will be cancelled at least two days prior to the event. Early registration prevents cancelled classes!



**Kendall County Forest
Preserve District
Education Department**

March 2017– May 2017

Featured Program: Making Maple Magic

March 18

Ages: All Ages

Location: Hoover Forest Preserve– Meadowhawk Lodge

Time: 9:30-11:30 am

Price: \$5 per person or \$15 for a family up to 4,
\$2 for each additional family member

Take a guided hike through the woods at Hoover Forest Preserve to learn all about the basics of making maple syrup. After the hike, enjoy a delicious pancake breakfast with real maple syrup.

Register by March 13



March 18- Making Maple Magic

Ages: All Ages

Location: Hoover Forest Preserve–
Meadowhawk Lodge

Time: 9:30-11:30 am

Price: \$5 per person or \$15 for a family up to 4,
\$2 for each additional family member

Take a guided hike through the woods at Hoover Forest Preserve to learn all about the basics of making maple syrup. After the hike, enjoy a delicious pancake breakfast with real maple syrup.

Register by March 13

March 23-Toddling Naturalist – Welcome Spring!

Ages: 1-3 plus caregiver

Location: Hoover Forest Preserve–
Meadowhawk Lodge

Time: 10-11 am

Price: \$5

The snow is starting to melt and the days are getting warmer. Come see the changes that are happening right before our eyes. We will take a hike, make a craft, and read a story!

Register by March 17

March 24- Babes in the Woods- Welcome Spring!

Ages: 4-6 plus caregiver

Location: Hoover Forest Preserve–
Meadowhawk Lodge

Time: 1-2 pm

Price: \$5

The snow is starting to melt and the days are getting warmer. Come see the changes that are happening right before our eyes. We will take a hike, make a craft, and read a story!

Register by March 20

March 31– Coffee and Chickadees

Ages: 1-6 plus caregiver

Location: Kendall County Historic Courthouse–
Laws of Nature

Time: 10-11 am

Price: \$5

Come enjoy a cup of fresh brewed coffee with other parents/caregivers while your little one enjoys a story, makes a craft, and explores our nature center .

Register by March 27

KENDALL COUNTY FOREST PRESERVE DISTRICT SPRING PROGRAMS

April 19-Toddling Naturalist – Earth Day Celebration

Ages: 1-3 plus caregiver

Location: Hoover Forest Preserve–
Eagle's Nest Pavilion

Time: 10-11 am

Price: \$5

Come out and celebrate Earth Day! We will be exploring our lovely home, The Earth, through crafts, stories, and exploring. We plan to enjoy the fresh air, so please dress for the weather.

Register by April 13

April 21- Babes in the Woods– Earth Day Celebration

Ages: 4-6 plus caregiver

Location: Hoover Forest Preserve–
Eagle's Nest Pavilion

Time: 1-2 pm

Price: \$5

Come out and celebrate Earth Day! We will be exploring our lovely home, The Earth, through crafts, stories, and exploring. We plan to enjoy the fresh air, so please dress for the weather.

Register by April 16

May 23- Toddling Naturalist– Mud Fun!

Ages: 1-3 plus caregiver

Location: Hoover Forest Preserve–
Eagle's Nest Pavilion

Time: 10-11 am

Price: \$5

Come feel the mud squish between your fingers while making mud pies, creating mud artwork, and hearing a story about mud! Please dress in old clothes that can get muddy.

Register by May 18

May 26– Babes in the Woods– Toadstools and Fairy Houses

Ages: 4-6 plus caregiver

Location: Hoover Forest Preserve–
Eagle's Nest Pavilion

Time: 1-2:30 pm

Price: \$10 (all materials included)

The activity of building fairy houses offers a fun, creative way for kids to learn about nature. We will go on a hike and then create a fairy house that your child will get to take home! Please dress for the weather.

Register by May 22

To register for a program:

Call 630-553-4025 or email
rantrim@co.kendall.il.us

For additional information on a program:

Call 630-553-2292
or email
edombrowski@co.kendall.il.us

*If a class does not meet its
minimum enrollment, it will be
cancelled at least two days prior to
the event.



RESOLUTION NO. 17-____

**KENDALL COUNTY FOREST PRESERVE DISTRICT
KENDALL COUNTY, ILLINOIS**

**A RESOLUTION AUTHORIZING PARTICIPATION IN THE
2017 ComEd GREEN REGION PROGRAM
FOR THE RESTORATION OF 45-ACRES OF
POLLINATOR HABITAT AT
HENNEBERRY FOREST PRESERVE**

WHEREAS, the Kendall County Forest Preserve District (hereinafter the "District") is a body politic and corporate and municipal corporation organized and existing under the Downstate Forest Preserve District Act, 70 ILCS 805/0.001 et seq. as amended (hereinafter the "Act"); and

WHEREAS, the mission of the District is to acquire and hold lands containing natural forests, and lands capable of being restored to a natural condition, for the purpose of protecting and preserving the flora, fauna, and scenic beauties within Kendall County for the education, pleasure, and recreation of the public; and

WHEREAS, the Henneberry Forest Preserve Tree Mitigation and Restoration Project will begin in fall 2017; and

WHEREAS, Henneberry Forest Preserve is serving as the Eldamain Road Corridor Phase I project site for tree and shrub mitigation; and

WHEREAS, the District has also received notification of grant award of \$15,000.00 as part of The Conservation Foundation's "Fox Valley Monarch Corridor Project" through the National Fish and Wildlife Foundation; and

WHEREAS, the District desires to complete the restoration of 45-acres of farmland at Henneberry Forest Preserve, with the stated goal of improving habitat for the conservation of Monarch butterflies in Kendall County, Illinois (hereinafter collectively referred to as "the Project"); and

WHEREAS, the District is seeking funding support of this initiative through the 2017 ComEd Green Region Grant Program; and

WHEREAS, the District has received and understands the 2017 ComEd Green Region Program Guidelines.

NOW THEREFORE, BE IT RESOLVED by the President and Board of Commissioners of the Kendall County Forest Preserve District as follows:

1. The above recitals are hereby incorporated by reference as if set forth fully herein; and
2. The Board of Commissioners of the Kendall County Forest Preserve District hereby approves the Project and authorizes the Kendall County Forest Preserve District to submit an application to the ComEd Green Region Program in the amount of \$10,000.00 for fiscal year 2016-2017; and
3. The Board of Commissioners of the Kendall County Forest Preserve District hereby commits to the expenditure of matching funds in the amount of \$10,000.00 necessary for the Project's success; and
4. The President and Executive Director for the District are hereby authorized to execute and file applications and any amendments to the application, if necessary, on behalf of the District with ComEd for the 2017 ComEd Green Region Grant.
5. The President and Executive Director for the District are also hereby authorized to furnish such additional information, assurances, certifications and amendments as ComEd may require in connection with the District's application for the 2017 ComEd Green Region grant application; and
6. The Secretary of the District is hereby directed to transmit certified copies of this Ordinance to the Executive Director for the District for inclusion and submission as part of the grant application materials.

Passed and approved by the President and Board of Commissioners of the Kendall County Forest Preserve District this 7TH day of February, 2017.

Approved:

Judy Gilmour, President

Attest:

Elizabeth Flowers, Secretary

The ComEd Green Region Program

2017 PROGRAM GUIDELINES

Purpose

The Chicago metropolitan region is rich in diversity – both in our diverse landscapes that include native prairies, wetlands, woodlands, and a vast network of streams and rivers, as well as in the 10 million people who call this region home.

Recognizing that open space in our communities is crucial to the quality of our lives, ComEd has committed to supporting municipalities, townships, counties, park districts, conservation districts and forest preserve districts in northern Illinois with their ongoing efforts to protect or improve public spaces for the benefit of all. ComEd designed the [ComEd Green Region Program](#) to assist local communities in these efforts by providing funding for some expenses towards these goals.

Underlying the program is ComEd's endorsement of deliberate planning for open space protection as a means to encourage the wisest use of scarce resources.

Application Deadline: March 15, 2017

2017 Special Program Focus: Pollinator Conservation

Pollinator species – such as bees, butterflies, bats, and birds – play important roles in the reproduction of flowering plants, including crops that people depend on for food. In Illinois alone, more than 2,500 species of bees, butterflies, and moths contribute to this vital ecological service. Yet over the past few decades, threats posed by habitat loss, disease, parasites, climate change, and environmental contaminants have all contributed to the global decline of many pollinator species.

ComEd recognizes the importance of the many programs, partnerships, and individual actions that residents of Illinois are taking to conserve pollinators, support their habitat, and protect pollinator-dependent plants and food crops. As a response to this growing awareness, **ComEd has designated a special focus on pollinator conservation in the 2017 Green Region Program.**

A special funding pool will be designated for project applications that show a demonstrable benefit for pollinator conservation. This pool will consist of approximately 20% of the available grant funding within the 2017 Green Region Program cycle.



Tiger swallowtail butterfly, Midewin National Tallgrass Prairie, Joliet. Photo courtesy of Openlands.

Examples of demonstrable benefits for pollinator conservation include, but are not limited to, projects that:

- 1) Establish or enhance pollinator habitat
- 2) Incorporate interpretation components, such as educational site signage, that inform the public about pollinators and pollinator conservation



Monarch butterfly, Hackmatack National Wildlife Refuge, McHenry County. Photo courtesy of DJ Glisson.

Please note that while pollinator conservation is not a requirement of this year's applications, all applicants are encouraged to consider how pollinators might be supported by their particular project. Eligible applications for projects that meet regular Program Guidelines will still be accepted for consideration, regardless of whether they focus on pollinator conservation.

For more information, visit

www.openlands.org/planning/greenregion/focus.

Eligible Applicants

Eligible Applicants are municipalities, townships, counties, park districts, conservation districts and forest preserve districts within ComEd's service territory ([please see map](#)) in the following counties: Boone, Bureau, Carroll, Cook, DeKalb, DuPage, Ford, Grundy, Henry, Iroquois, Jo Daviess, Kane, Kankakee, Kendall, Lake, LaSalle, Lee, Livingston, Marshall, McHenry, Ogle, Rock Island, Stephenson, Whiteside, Will, Winnebago and Woodford.

Past grantees are eligible to reapply only if they have fully completed their grant requirements, including, but not limited to, submitting their final grant report.

Non-profit organizations and all other units of government not listed above (such as schools, school districts, and housing authorities) are not eligible to apply but are encouraged to partner on joint projects with an Eligible Applicant. Please see the [Program FAQ's](#) for more information about eligibility.

Eligible Applicants must be in good standing with ComEd related to provision of utilities.

Eligible Activities

- Developing or updating open space plans. Expenses may include consultant fees, costs associated with obtaining public input (hall rental, advertising, etc.), and publication costs;
- Improving applicant-owned open spaces, including planning costs. Funds may be used for habitat improvements such as installing or improving meadows, woodlands, wetlands, and associated buffers. The plans also may include the installation of capital improvements for passive recreation, such as trails, boardwalks, kiosks and observation platforms, but not parking lots. Such expenses may include consultant fees for landscape architects, park designers, botanists, restoration specialists, engineers, etc.;

- Acquisition (by purchase or donation) of parcels of land to be used for open space. Expenses may include land cost, legal or consultant fees, survey, environmental assessments, appraisals, etc.; and
- Acquisition (by purchase or donation) of conservation easements (also known as “development rights”). Eligible expenses include legal or costs to purchase development rights, consultant fees, survey, environmental assessments, appraisals, etc.
- Priority is given to projects that demonstrate significant impact on the surrounding community by increasing the public’s access to open space and encouraging their engagement with the project. Additionally, priority is given to projects that demonstrate active partnerships.

Ineligible Expenses

- Staff time for applicant’s employees or interns for any aspect of the project
- Relocation of owner/tenant, condemnation, or building repair/demolition
- Expenses not directly related to the use of land for open space and/or passive recreation (For example, construction of a parking lot or a public works garage on municipal parkland would not be considered an eligible expense)
- Active recreation amenities such as ball fields, golf courses, tennis courts, playgrounds, etc.
- Any activities that are required in connection with regulatory compliance

Grant Amounts and Timing

- Grants will be for amounts up to \$10,000 and may be used to pay for **up to 50%** of eligible activities.
- The grantee must have a source of matching funds (or have submitted an application for funds). Those matching funds shall be in cash, not in-kind services. The status of matching funds (secured or pending) must be indicated on the application.
- Grants will be awarded once a year.
- Openlands’ online application system will close at 5:00 p.m. Central Time on March 15, 2017. Incomplete or late applications will not be considered.
- Applicants awarded funds for their projects will be expected to fully expend the grant award within 18 months of its receipt. A final grant report is due within two months of full expenditure of funds.
- Retroactive reimbursement for costs accrued between the application deadline and the grant award may be allowed on a case-by-case basis. All requests for such reimbursement shall be made in writing to greenregion@openlands.org.
- A project that has received an award is eligible for funding the following year, provided the project application is submitted by an Eligible Applicant.

Grant Conditions

- The facility/property must be open to the general public on a regular basis.
- If grant funds are used for acquisition of an interest in land, the applicant must demonstrate that a restrictive covenant, deed restriction or similar instrument will be recorded against the property which states that the property must be held in perpetuity for open space purposes. If the property is diverted from open space use, the grant recipient shall return all Green Region funds received to ComEd.

- Within two months of the final expenditure of grant funds, the applicant will submit a final report summarizing the work accomplished with the grant. Accompanying the final report will be photographs or other documentation of the project, as well as an explanation of accounting justifying the use of the grant funds, including documentation of invoices, cancelled checks, recorded deeds, settlement sheets, etc., as necessary for the particular project.
- During the grant period, award recipients will agree to participate in press conferences or events, to be quoted in ComEd literature describing the ComEd Green Region Program, and to identify ComEd as a funder in any materials produced to explain or promote the funded project.
- Recipients will agree to acknowledge the use of ComEd Green Region Program funds for the project, either through signage for capital projects or written acknowledgement in documents.

Applications

Applications are accepted on-line via <http://openlands.submittable.com/submit>. You will be asked to create a profile to begin the submission process.

For additional information regarding the submission process, please reference the [Program FAQs](#). Upon submission of your application, you will receive a receipt confirming that your application has been successfully submitted.

If you are unable to submit your application online, please contact the Green Region Program Administrator at greenregion@openlands.org to receive pre-approval and instructions on how to submit through email or mail.

Review Committee

Completed and eligible applications will be reviewed and prioritized by a geographically-diverse committee composed of county government officials and members of the region's non-profit land conservation community. Final decisions on recipients and amounts will remain at the discretion of ComEd.

Time for Decisions

Decisions on grant awards will be announced by late June. All communication, including notification and distribution of grant funds, will be directed to the contact person listed on your application.

Administrator

The administrator of the ComEd Green Region Program is Openlands, a non-profit conservation land trust protecting open space in the greater Chicago region for more than 50 years. Questions about eligibility, timing, documentation, etc. should be emailed to greenregion@openlands.org.