# Kendall County Forest Preserve Next Generation Science Standards School Programs

# **Maramech Restoration Program**

- **HS-ESS3-1.** Construct an explanation based on evidence for how the availability of natural resources, occurrence of natural hazards, and changes in climate have influenced human activity.
- **HS-LS2-2.** Use mathematical representations to support and revise explanations based on evidence about factors affecting biodiversity and populations in ecosystems of different scales.
- **HS-LS2-7.** Design, evaluate, and refine a solution for reducing the impacts of human activities on the environment and biodiversity.
- **ESS3.C.** The sustainability of human societies and the biodiversity that supports them requires responsible management of natural resources.
- **LS4.D.** Humans depend on the living world for the resources and other benefits provided by biodiversity. But human activity is also having adverse impacts on biodiversity through overpopulation, over exploitation, habitat destruction, pollution, introduction of invasive species, and climate change. Thus sustaining biodiversity so the ecosystem functioning and productivity are maintained is essential to supporting and enhancing life on Earth. Sustaining biodiversity also aids humanity by preserving landscapes of recreational or inspirational value.
- **ESS2.D.** Gradual atmospheric changes were due to plants and other organisms that captured carbon dioxide and released oxygen.
- **ESS2.D.** Changes in the atmosphere due to human activity have increased carbon dioxide concentration and thus affect climate.

Maramech Forest Preserve is a preserve that is rich in natural, cultural, and geographical history. Specific restoration activities will improve the habitats and biodiversity of Maramech Forest Preserve. An authentic STEM (Science, Technology, Engineering and Math) learning program and experience will improve both the scientific and environmental literacy within the school communities served.

# Outreach- Pre-field trip school visit

Forest Preserve Educators will come to the school and give the students a one hour presentation the management plan of Maramech Forest Preserve. This thorough introduction will introduce spatial distributions of habitat that will be linked to an Oak tree survey of the upland slope areas. It will also cover GIS capabilities and our native plants database.

# Station one: Restoration Project #1- Controlled Burn

Fire plays an important and critical role in influencing vegetation and the lifecycles of trees and plant communities. Many species are dependent on fire. Controlled burning is any fire intentionally ignited to meet specific land management objectives, such as to reduce flammable fuels, restore ecosystem health, recycle nutrients, or prepare an area for new trees or vegetation. At this station, students will work alongside members of our Natural Resources Management team and will participate in a controlled burn.

# Station two: Carbon Sequestration Activity/ Tree Survey

The increase of Carbon Dioxide is trapping heat in the Earth's Atmosphere. Trees are the carbon storage experts. Students will complete an activity where they measure trees and use an equation to figure out how much carbon these trees are holding. They will also complete a small tree survey while measuring trees.

# Station three: Restoration project #2- Clearing Invasive Species

Invasive species compete directly with native species for moisture, sunlight, nutrients, and space. Invasive species have contributed to the decline of **42**% of U.S. endangered and threatened species, and for **18**% of U.S. endangered or threatened species, invasive species are the main cause of their decline. At this station, students will work alongside members of our Natural Resources Management team to identify invasive species and then work on removing them.

# Station four: Cultural History

Maramech Forest Preserve is filled with rich cultural history. The history of human occupation at Maramech Hill goes back to when Ice Age Mammals roamed the area. It served as a home for Native Americans in the Fox Valley for thousands of years. At this station, students will travel back in time and learn about trading and Native American Tribes that called Maramech home.

To: Kendall County Board Programming and Events Committee

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

RE: Native American Program Fees and Charges

Date: August 25, 2016

Our Native American program currently costs \$7 (approved August 2016.) We charged \$6 a student for the 2015-2016 school year. This fee included the cost of Forest Preserve staff as well as a Native American Interpreter. The cost of the Interpreter was \$250 per day. This year we will be running the Native American Program without a Native American Interpreter. We think that the cost of \$5 a student is an appropriate fee to charge students for this program.

# Fall 2015

# of Students	Cost of Program	Staff Costs	Contractual Costs	Revenue	Total Revenue (12 Schools)
100	\$6	\$195	\$250	\$155	\$1,860

# Fall 2016

# of Students	Cost of Program	Staff Costs	Revenue	Total Revenue (12 Schools)
100	\$5	\$195	\$305	\$3,660

# Winter Break Mini- Camp

Dates: January 4-6, 2017

**Time:** 9-2 pm

Grades: 1-3

4-6

Cost: \$75 a camper

Looking for something fun to do while on Winter Break? Come and learn how animals have adapted to survive the snow and cold of winter. We will search for animal tracks, perform winter experiments, and celebrate all things winter! Be prepared to head outside, so dress for the weather.

Program	Contact Hours	# of Counselors	# Offered	Min Enrollment	Total Possible Enrollment per Camp	2017 Fees (Proposed)	Min Revenue	Total Possible Revenue	Staff Time per Camp (per counselor)	Staff Pay (includes setup and cleanup)	Supply Cost	Minimum Gain	Net Gain
Winter Camp	15	2	1	6	16	\$75.00	\$450.00	\$1,200.00	16 50	\$ 396.00	\$50.00	\$4.00	\$754.00
Winter Camp Grades 4-6	15	2	1	6	16			\$1,200.00		\$ 396.00	\$50.00		

To: Programming and Events Committee

From: David Guritz, Director

RE: Yorkville Fury License Agreement Evaluation and 5K Special Use Permit

Date: September 7, 2016

As part of the license agreement, the District receives \$1,700 for the non-exclusive licensed use of the baseball field at Hoover Forest Preserve.

During the first year of this license agreement, staff reported the following issues which should be addressed in the revised agreement:

- 1. Vehicular speed is an issue that needs to be properly addressed for the safety of all preserve visitors.
- Consistent handling of trash generated at the ball field by licensed activities
  needs to be addressed, with the recommendation that the license agreement
  include a penalty charge for staff-assisted removal of trash from the bins and
  grounds. This should be deducted from an annual maintenance deposit.
- 3. A portable restroom was rented and partially invoiced to Yorkville Fury, with a final invoice to be presented. Staff recommends that the full amount for rental of the unit be included in the FY 16-17 license agreement, invoiced, and paid at the beginning of the season at a cost of \$65 per month for \$260 plus a \$130 delivery and pickup charge.
- 4. There were several instances reported of disrespectful treatment of staff working to address visitor traffic speed. Posted limit is 10 MPH.

Yorkville Fury has requested that the District mow additional areas for parking. This will increase the time necessary to maintain the area on a weekly basis by an estimated time of 30 minutes to 1-hour for each mowing event. The base license agreement runs from mid-March to the end of June. However, the licensee can extend the season until the end of July per the agreement, representing roughly 20 events over the four-month mowing season. Staff recommends increasing the license fee by an additional \$300 if additional areas will be mowed and maintained over the course of the license agreement.

Separately, Yorkville Fury has been granted a special use permit to host a fall 5K fundraiser at Hoover Forest Preserve. The approved application is attached to this report, as well as the current license agreement.

# 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").
- 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.

### 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 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.

# 6. Maintenance Provisions

The District, at its own expense, shall maintain the gravel road and shall mow the grass ball field 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.

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 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'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, 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 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 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 WHEROF, 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.

Ву:		Date:	74 W - 10 AW
	Jeff Wehrli, President Kendall County Forest Preserve District		
By:		Date:	
·•	Michael Klimavicius, President Yorkville Athletic Association (Yorkville Fury)		

# 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.

Date (mm/dd/yy)

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SOFTBALL NATION INC SPORTS NATIO	NS	INSURER C:				
210 HUDDERSFIELD DR.		INSURER D:				
RICHMOND, VA 23236		INSURER E:				

# **COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSION AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER		POLICY EFFECTIVE DATE (MM/DD/		POLICY EXPIRATION DATE (MM/DD/	YY)	LIN	NITS
	GENERAL LIABILITY					04/04/47	EACH OCCURRENCE	\$	2,000,000
Α	X COMMERCIAL GENERAL LIABILIT	Y RPG-00000272376		01/01/16		01/01/17	FIRE DAMAGE(any one fire)	\$	300,000
	CLAIMS MADE X OCC	UR					MED EXP (any one person)	\$	
							GENERAL AGGREGATE	\$	5,000,000
	X PARTICIPANT LEGAL LIA	BILITY L-\$2,000,000					PERSONAL ADV INJURY	\$	2,000,000
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CERT	IFICATE HOLDER	ADDITIONAL INSURED; IN					CANCELLATION		
							OVE DESCRIBED POLICIES I DATE THEREOF, THE ISS		

KENDALL COUNTY FOREST PRESERVE DIS IS ADD I PRIMARY & NON CONTRIBUTORY BASES 110 W MADISON YORKVILLE, # 60560

IU

CERTIFICATE #: SN BB-10-20 (LIABILITY ONLY)

WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

**AUTHORIZED REPRESENTATIVE** 

# 2016 Harvest Hustle 5k run/ 1 mile kids run

Timeline of events for Saturday, November 5, 2016 (estimated)

0630—Fury planning committee present for set-up of race course, registration area, race start and stop lines. Vendors may arrive for set-up at this time

0730—Participants arrive for event check-in, vendors present (coffee, donuts, etc....) \*\* will possibly need designated parking area towards entrance of Hoover, Fury will staff traffic flow.

0830—5K start, will be playing music and announcements at start and finish lines

0900-1 mile kids fun run start

1000—Event should be complete with runners, medals awarded, clean-up to follow

Noon—should be complete, cleaned-up and off of the premises

Thank you!

# **Kendall County Forest Preserve**

110 W. Madison Street Yorkville IL 60560 630-553-4025 Permit: 83839 Date: 8/30/16

Page: 1 of 2

**Event:** Zook-Fury egl-200 **Expected Attendance:** 200

To: Zook, Jodi

602 Arrowhead Drive Yorkville IL 60560 **Contact Person** 

Home Phone: 630-553-6133 Work Phone: c 630-336-4183

Facility Charges		Hours/Qty	Rate	Cost
Hoover FP - Shelter Ea	gle N			
Sat Nov 5, 2016 6:3	30AM - 12:00PM	5.50	50.00	50.00
Other Charges	À			
Special Permit Fee				250.00
Total Permit Cost				300.00
<b>Amount Paid</b>				0.00
<b>Balance Due</b>				300.00

# Comments:

Harvest Hustle 5K Special Event Permit required Certificate of Insurance required Parking Monitors required

The undersigned, their organization and its members (the Permittee), in consideration for the use of the above described facilities, agree to hold Owner harmless from all loss and/or damage resulting from the use of the facility. Permittee has read and agrees to all enclosed documentation.

\* Meadowhawk Lodge: The Security Deposit is 50% of the rental fee due at time reservation is made. Full payment of the rental fee is due 30 days prior to the event. For wedding events, a 30 day minimum notice is required for any refund.

\*\* A Security Deposit of \$100.00 is required for bunkhouses at Hoover and the Historic Courthouse. A 72 hour notice prior to the event is required for any refunds.

# **Kendall County Forest Preserve**

110 W. Madison Street Yorkville IL 60560 630-553-4025 Permit: 83839 Date: 8/30/16

Page: 2 of 2

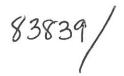
**Event:** Zook-Fury egl-200

**Expected Attendance: 200** 

Name:	
Title:	-
Signature:	
Date:	

8/31- not in RecPro - using only Eagles Neist-Special Event Permit

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



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

Kendall County Forest Preserve District 110 West Madison Street

Please submit application at least two months prior to the Special Event.  Applicant Information:  Event Name:
Event Name: Harvest Hustle 5k Organization: Yorkvi/k/Qufury Contact Person: Jodi Zook  Address: Lova Arrowhiad by Yorkville Lustle County: kendall Street City State Zip  Telephone: Home: Love 53 - 6/33 Cell: (630 334 - 4/83  E-mail: Zook hoys 3C Concost net  Special Event Information:  Name of Forest Preserve: Howe Date(s): November 5, 2016  Event: Larvest Hustle 5k  Estimated Attendance: 200  Arrival Time (includes set-up): 0630  Departure Time (includes take down): 1300 (NON)  Will this Special Event include:
Address: 607 Arrowhead Dr State Zip  Telephone: Home: 630 553 - 6133 Cell: (630 334 - 4183  E-mail: Zookhoys 3C romcost net  Special Event Information:  Name of Forest Preserve: Hower Date(s): November 5, 2016  Event: Name of Attendance: 200  Arrival Time (includes set-up): 0630  Departure Time (includes take down): 1800 (Non)  Will this Special Event include:
Telephone: Home: 630 553 - 6133 Cell: (630 334 - 4183  E-mail: Zwkhous 3C Comcast net  Special Event Information:  Name of Forest Preserve: Hower Date(s): November 5, 2016  Event: Harvest Hustle 5K  Estimated Attendance: 300  Arrival Time (includes set-up): 0630  Departure Time (includes take down): 1300 (Noon)  Will this Special Event include:
E-mail: Zwkhoys 3C Comcast. nef  Special Event Information:  Name of Forest Preserve: Hower Date(s): November 5, 2016  Event: Harvest Hustle 5K  Estimated Attendance: 3CO  Arrival Time (includes set-up): 0630  Departure Time (includes take down): 1200 (NON)  Will this Special Event include:
Name of Forest Preserve: Hower Date(s): November 5, 2016  Event: Harvest Hustle 5k  Estimated Attendance:
Name of Forest Preserve: Hoover Date(s): November 5, 2016  Event: Horvest Hustle 5k  Estimated Attendance:
Event:   Jarvest   Justle 5k    Estimated Attendance:
Estimated Attendance:
Arrival Time (includes set-up): 0630  Departure Time (includes take down): 1200 (NooN)  Will this Special Event include:
Departure Time (includes take down): 1200 (NON) Will this Special Event include:
Will this Special Event include:
A = \$50.00
1. The use of temporary structures?  Yes  No
2. Collecting/Charging an entrance of registration fee?
3. Selling concessions/food? p6551bly
Rev. 03/28/13 (het dog stand.)

	Will this Spec	cial Event include:	Yes	No				
	<u>A = \$ 50.00</u> 4.	(continued) Selling goods and services?						
	5.	Electronically amplified sound?	$\checkmark$					
	B = \$150.00 6.	Business uses in Preserve?						
	7.	Group larger than 250 people?						
	8.	Extensive Use of grounds? 5 k rouk, parking	$\checkmark$					
	<u>C = \$ 250.00</u> 9.	Extensive Use of staff time?	· AAA					
	10.	Closes and/or limits part(s) of preserve to other users.	<u>/</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:					
7	parking	moritors,						
	1							
				,				
	***************************************							
	Applicant's Sig	gnature:	•					
	Date: 8/15/	16						

Rev. 03/28/13

# Special Event Agreement Kendall County Forest Preserve District

	Lendall County Forest Preserve District (District) and (Permittee) as follows:
1.	The Permittee shall meet the following insurance requirements:
	A. Permittee shall have general liability coverage of \$1,000,000 per occurrence.
	B. Certificates of Insurance must state the following: <i>The Kendall County Forest Preserve District is an additional insured on a primary and non-contributory basis.</i>
2.	The Permittee shall pay the District \$_\_\(\frac{250.00}{}\) for this approved Special Event Permit. Payment is due upon approval of permit.
3.	The Permittee agrees to indemnify and hold harmless the District against any and all claims, losses, suits, and damages against the District arising, directly or indirectly out of the use of District premises or performance of this Special Event Agreement, specifically including claims resulting from any act or omission of the Permittee and the District, individually, and/or jointly and severally.
4.	If concessions/food is to be sold at the Special Event, the vendors must comply with all requirements and regulations of the Illinois Department of Health and/or other governmental bodies having control over such vending operations, including the Kendall County Health and Human Services Department. The vendor shall possess all food and beverage dispensing licenses, taxes, and permits that are required by law.
5.	The Permittee shall limit the Special Event activities to those described in the Special Use Permit Application.
6.	The Permittee shall follow all District rules and regulations (see attached).
7.	The Special Event Permit and the Permittee shall be present on-site at the Special Event.
8.	The attached itinerary shall be a part of the Special Event Agreement.
Kenda	ll County Forest Preserve District:
	Signed:, Director / President
Permit	tee:
	Signed:
Date:	

To: Programming and Events Committee

From: David Guritz, Director

RE: Grundy-Kendall ROE Outdoor Education Center – License Agreement Renewal

Date: September 7, 2016

Attached, please find our current license agreement with the Grundy-Kendall ROE – Outdoor Education Center for use of the building and grounds at Hoover Forest Preserve. The license agreement will expire on May 15, 2017.

Under the current agreement terms, Deanna Bazan coordinates the licensed area which includes use and maintenance of the KCROE office and classroom building, and the teams course and trails. The District coordinates shared use extensions of facilities at Hoover Forest Preserve, which includes use of the open field area across from the KCROE building, and occasional use of the Eagle's Nest shelter.

The District and KCROE also coordinate joint summer camps (Nature Quest), and collaborate as partners within the Kendall Education Connection, which also includes representatives from KC Health Dept., U of I Cooperative Extension and KCS&WCD.

Together, the District and KCROE offer a menu of environmental education and teambuilding programs at Hoover Forest Preserve that reaches approximately 18,000 students per year (see attached attendance report for the 2014-2015 school year).

The budget for the Outdoor Education Center is partially funded under an intergovernmental agreement with the Plano, Yorkville, and Sandwich school districts.

The Outdoor Education Center covers all direct costs for operations, including separate billing for all utility use. Under the current agreement, the District extends staffing and financial support for grounds maintenance activities including mowing, tree clearing, and plowing. Any required maintenance of the building and teams course is contracted by the Outdoor Education Center.

Staff recommends renewal of the terms of the license agreement for a 10-year period.

The current agreement is under minor revision, and will be presented to the Programming and Events Committee before the end of the calendar year for review and approval for presentation to the Board of Commissioners.

# 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 <a href="Exhibit A">Exhibit A</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, stone, 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

110 West Madison Street

Yorkville IL 60560 Attention: Director

Notices and communications to 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 30. 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 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: Thank

Tom Centowski, Superintendent

Attest: Paul R. Nordstrom

Kendall County Forest Preserve District

110 West Madison Street

Yorkville IL 60560

Kay Hatcher, President

Attest:

By:

John Purcell, Secretary

# **Exhibit A**

- 1.

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, an 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

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 and Employers Liability	
Workers Compensation	Statutory Limits
E.L Each Accident	\$2,500,000
E.L. Disease – Each Employe	ee \$2,500,000
E.L. Disease - Policy Limit	\$2,500,000

# FINAL ATTENDANCE REPORT FOR KCOEC 2014-2015

TOTAL	6425	9617			
-					
May/June 552 86 478	1116	2344			
April   421   142   361   0	924 141 64	1129			
March 172 135 401	900	798			
February 190 54 32 0	276	340			
January F	393	426			
December 137 91 298 0	106	632	n=2000 groups) n=913		
mber 126 101 389	616 140 15	77.1	candles) Blast, Aug 22; r st 1; n=75 so ded as outside g	n=5	60 337 235 359 48 21
October Nove 222 180 537	939 182 854	1975	27-28, (n=750 Back to School hop, Feb; n= 0 nily Program; Oc Night (Apr); n=6		nts 5 (SLIP) ora SD129)
September 188 140 599 0	927 122 153	1202	HuntFishDays Sept 27-28, (n=750 candles) Plano High School Back to School Blast, Aug 22; n=2000 KEC teacher workshop, Feb; n= 0 PH Miller PreK Family Program; Oct 1; n=75 EGJ Math Science Night (Apr); n=50 Natural Resource Tour (May)(included as outside groups) n=913	Survivor Camp n=16 Nature Quest   n=15 Aurora University Grad Class HS Adventure n=0 Nature Quest II n=16	Aux Sable Middle School staff Aux Sable Middle School students Gregory Middle School Thompson Junior High Flossmoor 5th grade Oswego East High School/OHS (SLIP) McCleery 5th Grade (West Aurora SD129)
August				10	Aux Sable Middle Sol Aux Sable Middle Sol Gregory Middle Scho Thompson Junior Hig Flossmoor 5th grade Oswego East High S McCleery 5th Grade
2014-2015 Plano Sandwich Yorkville KC Spec Ed Coop	COOP TOTAL Adult Chaperones Outside Groups	MONTHLY TOTAL	Additional Programs	Summer Programs 2015	Outside Groups

# **CSU Producer Resources, Inc.**

A subsidiary of Cincinnati Financial Corporation P.O. Box 145496, Cincinnati, OH 45250-5496 513-870-2000

Date:

09/02/2016

To:

Wine Sergi & Company

1000 E Warrenville Rd Ste 101 Naperville IL 60563-1867

12-206

From:

Kristine Metzger

Forest Foundation of Kendall County & Kendall County Forest

RE:

Preserve District

**Quote number: 250767504** 

### QUOTATION

We are pleased to present a quote for this risk. This quote is based on the information you submitted, however the terms and conditions may differ from what was requested. Please review carefully.

Coverage to be provided by The Cincinnati Specialty Underwriters Insurance Company, an approved non-admitted company.

Proposed Policy Period: From: 10/08/2016 To: 10/10/2016

Quote Expiration: 11/07/2016

Description of Operations: Special Event

Coverage:

Retroactive Date: NONE

Special Event Liability - OCCURRENCE

Limits of Insurance	
Each Occurrence	\$1,000,000
Damage to Premises Rented to You	\$100,000
Medical Expense	\$1,000
Personal & Advertising Injury	\$1,000,000
General Aggregate other than Completed Operations	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000

Deductible	Per Claim		
Combined BI and PD	\$250		

# Premium:

Special Event Deposit Premium		
Special Event Deposit Fremium	\$	750.00
Terrorism Risk Insurance Extension Act	\$	11.00
Broker Fee	\$	35.00
Surplus Lines Tax	\$	26.00
Stamping Fee	\$	2.00
Other taxes or Fees		N/A
TOTAL	\$	824.00

CSIA 401 10 12 Page 1 of 3

Attached to Quote number	25	0767504				D	ate of Quote:	09/02/2016
Forest Foundation Re: Preserve District		Kendall	County	&	Kendall	County	Forest	

# Provisions applicable to premium:

- A. Premium is subject to annual audit: 
  Yes 
  No
- B. Payment Terms: Premium is payable in full on the 15<sup>th</sup> of the month following the statement month.
- C. Minimum Earned Premium at Inception: 100%
  Minimum earned premium is the minimum amount to be retained as premium if coverage is cancelled at the insured's request after coverage is bound with the company.
- **D. Minimum Premium** is the lowest amount to be retained for the policy period. Minimum premium is equal to 100% of the deposit premium.
- **E.** Flat Charge: Any premium shown as flat charge is fully earned and is not subject to the minimum earned premium.
- F. Broker Fee: The broker fee is considered a flat charge and fully earned and is not subject to the minimum earned premium.

### Forms and Endorsements:

Refer to Forms and Endorsements Schedule CSIA406

### Standard Terms and Conditions:

- 1. In compliance with TRIA, a signed disclosure statement and coverage selection form is required at the time coverage is bound.
- Please advise if coverage is desired. Coverage is not bound until issuance of a policy number by the company.

### Additional Terms and Conditions and Remarks:

# Authority to Issue Certificates of Insurance:

After coverage is bound with our prior approval, you may issue **unmodified** ACORD Certificates of Insurance with an accurate representation of the coverage form and endorsements applicable to the policy at the time you issue the Certificate. No modification to the ACORD Certificate of Insurance is allowed without prior written approval from the company.

Certificates of Insurance do not amend, extend or alter policy coverage, terms or conditions in any manner. Changes to the policy are permitted only with prior written approval by the company.

CSIA 401 10 12 . Page 2 of 3

Attached to Quote number: 250767504 Date of Quote: 09/02/2016

Forest Foundation of Kendall County & Kendall County Forest
Re: Preserve District

# DISCLOSURE NOTICE OF TERRORISM INSURANCE

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, that you have the right to purchase insurance coverage for losses resulting from acts of terrorism, as defined in Section 102(1) of the Act.

### **Certified Act of Terrorism**

As defined in Section 102(1) of the Act, the term "act of terrorism" means any act that is certified by the Secretary of the Treasury - in concurrence with the Secretary of State, and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

# Disclosure of Federal Participation in Payment of Terrorism Losses

You should know that where coverage is provided for losses resulting from certified acts of terrorism, such losses may be partially reimbursed by the United States government under a formula established by federal law. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States government generally reimburses 85% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The premium charged for this coverage is provided below and does not include any charges for the portion of loss that may be covered by the federal government under the Act.

You should also know that the Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses in any one calendar year exceeds \$100 billion. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

# **Disclosure of Premium**

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for acts of terrorism certified under that Act.

The portion of your premium attributable to coverage for acts of terrorism certified under the Act is Excluded plus applicable taxes and fees. This amount does not include any charges for the portion of losses covered by the United States government.

# REJECTION OF TERRORISM INSURANCE COVERAGE

You may choose to reject this offer of coverage for losses resulting from acts of terrorism as defined in the Act by signing the statement below and returning it to your insurance producer.

Coverage Rejection – I hereby reject th defined in the Act. I understand that I will hat terrorism.	ne offer to purchase coverage for certified acts of terrorism as ave no coverage for losses resulting from such acts of
Authorized Signature by Applicant	Date
Print Name	Named Insured
The Cincinnati Specialty Underwriters Insura	ance Company Policy Number

CSIA 401 10 12 Page 3 of 3

POLICY NUMBER:

POLICY EFFECTIVE DATE: 10/08/2016

Forest Foundation of Kendall County & Kendall County Forest

NAMED INSURED: Preserve District

### FORMS APPLICABLE

### Forms Applicable - Common Forms

CSIA501 (07/14) Common Policy Declarations

CSIA409 (01/08) Named Insured Schedule

CSIA410 (03/08) Notice to Policyholders

CSIA417 (01/09) Cap on Losses from Certified Acts of Terrorism

CSIA403 (08/07) Special Provisions - Premium

CSIA404 (08/07) Service of Suit

# Forms Applicable - Commercial General Liability

Commercial General Liability Coverage Part Declarations CSGA501 (04/08)

CSGA403 (10/07) Liability Premises Schedule

Commercial General Liability Classification and Premium Schedule CSGA408 (04/08)

Commercial General Liability Coverage Form Table of Contents CG0001TOC (04/13)

CG0001 (04/13) Commercial General Liability Coverage Form

Changes to Commercial General Liability Coverage CSGA401 (07/10)

Limitation of Coverage to Designated Operations CSGA4015 (12/11)

Limitations of Coverage - Contractors Vendors Exhibitors or Concessionaires - Special Event Golf Carts and Golf Mobiles Exclusion - Special Event CSGA3131 (09/12) CSGA4069 (09/12)

CG0300 (01/96) Deductible Liability Imsurance

Special Event Exclusion - Injury to Performer or Crew CSGA386 (12/11)

CSGA387 (12/11) Special Event Exclusion - Mechanical Bull

Injury to Volunteer Workers Special Event Exclusion (12/11)CSGA388

CSGA389 (12/11) Special Event Exclusion + Animal Bite

(12/11) Special Event Exclusion - Abuse or Molestation

CSGA391

POLICY NUMBER:

POLICY EFFECTIVE DATE: 10/08/2016

Forest Foundation of Kendall County & Kendall County Forest

NAMED INSURED: Preserve District

### FORMS APPLICABLE

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or Infectious Disease Special Event Exclusion - Communicable Disease Contagious Disease Special Event Exclusion - Amendment of Liquor Liability (12/11)(12/11)CSGA392 CSGA393

- Assault or Battery Event Exclusion Special (03/16)CSGA394

Special Event Exclusion - Amusement Ride or Device (12/11)CSGA397 CSGA396

Special Event Exclusion - Firearms or Ammunition (12/11)(12/11)CSGA398

Special Event Exclusion - Silica or Silica-Related Dust Event Exclusion - Fireworks or Pyrotechnics Special (12/11)

CSGA399

Special Event - Amendment of Insured Contract Definition CSGA4023 (12/11)

Special Event Exclusion - Participants and Contestants (10/12)CSGA395

SPECIAL EVENT EXCLUSION - ALL-TERRAIN VEHICLES UTILITY TERRAIN VEHICLES SNOWMOBILES OR OTHER RECREAT CSGA390 (03/16) CSGA418

Amendment of Pollutants Definition (80/90)(80/90)CSGA361

Exclusion - Fungi or Bacteria

Amendment of Duties in the Event of Occurrence Offense Claim or Suit Condition Employment-Related Practices Exclusion CSGA439 (11/08) CG2147 (12/07)

Fotal Pollution Exclusion Endorsement Common Policy Conditions (66/60)(11/98)

CG2149 IL0017 LL0021

Limitation - No Stacking of Limits of Insurance Nuclear Energy Liability Exclusion Endorsement CSLL348 (01/08) (80/60)

Calculation of Premium IL0003 (09/08)



### **Commercial General Liability Premises Schedule**

**POLICY NUMBER:** 

POLICY EFFECTIVE DATE: 10/08/2016

**Declarations Is Attached** 

Forest Foundation of Kendall County & Kendall County Forest NAMED INSURED: Preserve District



# Commercial General Liability Classification and Premium Schedule

POLICY NUMBER:

POLICY EFFECTIVE DATE: 10/08/2016

Forest Foundation of Kendall County & Kendall County Forest

NAMED INSURED: Preserve District

•	Products/ Completed Operations	Incl					
DEPOSIT PREMIUM	Operations and All Other	\$750					
	Products/ nd Completed Operations						
	Premises Operations and All Other		À,	# 6 11-2- 11-2- 11-3-2- 11-3-3-2-			
PREMIUM BASE	A - Area B - Payroll S - Gross Sales U -Units	Д					
CODE NO.		20000			, 1		
CLASSIFICATION		Special Event - In Program					
LOC NO.		1 Special Eve					

### **CSU Producer Resources, Inc.**

A subsidiary of Cincinnati Financial Corporation P.O. Box 145496, Cincinnati, OH 45250-5496 513-870-2000

Date: 09/02/2016

To: Wine Sergi & Company

1000 E Warrenville Rd Ste 101 Naperville IL 60563-1867

12-206

From: Kristine Metzger

RE: Sunrise Center North & Kendall County Forest Preserve District

**Quote number: 250770094** 

### QUOTATION

We are pleased to present a quote for this risk. This quote is based on the information you submitted, however the terms and conditions may differ from what was requested. Please review carefully.

Coverage to be provided by The Cincinnati Specialty Underwriters Insurance Company, an approved non-admitted company.

Proposed Policy Period: From: 10/28/2016 To: 10/30/2016

Quote Expiration: 11/27/2016

Description of Operations: Special Event

Coverage: Retroactive Date: NONE

Special Event Liability - OCCURRENCE

Limits of Insurance	
Each Occurrence	\$1,000,000
Damage to Premises Rented to You	\$100,000
Medical Expense	\$1,000
Personal & Advertising Injury	\$1,000,000
General Aggregate other than Completed Operations	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000

Deductible	Per Claim		
Combined BI and PD	\$250		

### Premium:

1 TOTTINGTITI	
Special Event Deposit Premium	\$ 750.00
Terrorism Risk Insurance Extension Act	\$ 11.00
Broker Fee	\$ 35.00
Surplus Lines Tax	\$ 26.00
Stamping Fee	\$ 2.00
Other taxes or Fees	N/A
TOTAL	\$ 824.00

CSIA 401 10 12 Page 1 of 3

Attached to Quote number: 250770094					Da	ate of Quote:	09/02/2016
Re: Sunrise Cente	r North	& Kendall	County	Forest	Preserve	District	

### Provisions applicable to premium:

- A. Premium is subject to annual audit: ☐ Yes ☒ No
- B. Payment Terms: Premium is payable in full on the 15<sup>th</sup> of the month following the statement month.
- C. Minimum Earned Premium at Inception: 100% Minimum earned premium is the minimum amount to be retained as premium if coverage is cancelled at the insured's request after coverage is bound with the company.
- **D. Minimum Premium** is the lowest amount to be retained for the policy period. Minimum premium is equal to 100% of the deposit premium.
- **E.** Flat Charge: Any premium shown as flat charge is fully earned and is not subject to the minimum earned premium.
- F. Broker Fee: The broker fee is considered a flat charge and fully earned and is not subject to the minimum earned premium.

### Forms and Endorsements:

Refer to Forms and Endorsements Schedule CSIA406

### Standard Terms and Conditions:

- 1. In compliance with TRIA, a signed disclosure statement and coverage selection form is required at the time coverage is bound.
- Please advise if coverage is desired. Coverage is not bound until issuance of a policy number by the company.

### **Additional Terms and Conditions and Remarks:**

### Authority to Issue Certificates of Insurance:

After coverage is bound with our prior approval, you may issue **unmodified** ACORD Certificates of Insurance with an accurate representation of the coverage form and endorsements applicable to the policy at the time you issue the Certificate. No modification to the ACORD Certificate of Insurance is allowed without prior written approval from the company.

Certificates of Insurance do not amend, extend or alter policy coverage, terms or conditions in any manner. Changes to the policy are permitted only with prior written approval by the company.

CSIA 401 10 12 Page 2 of 3

Attached to Quote number: 250770094 Date of Quote: 09/02/2016

Re: Sunrise Center North & Kendall County Forest Preserve District

### DISCLOSURE NOTICE OF TERRORISM INSURANCE

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, that you have the right to purchase insurance coverage for losses resulting from acts of terrorism, as defined in Section 102(1) of the Act.

### Certified Act of Terrorism

As defined in Section 102(1) of the Act, the term "act of terrorism" means any act that is certified by the Secretary of the Treasury - in concurrence with the Secretary of State, and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

### Disclosure of Federal Participation in Payment of Terrorism Losses

You should know that where coverage is provided for losses resulting from certified acts of terrorism, such losses may be partially reimbursed by the United States government under a formula established by federal law. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States government generally reimburses 85% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The premium charged for this coverage is provided below and does not include any charges for the portion of loss that may be covered by the federal government under the Act.

You should also know that the Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses in any one calendar year exceeds \$100 billion. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

### **Disclosure of Premium**

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for acts of terrorism certified under that Act.

The portion of your premium attributable to coverage for acts of terrorism certified under the Act is Excluded plus applicable taxes and fees. This amount does not include any charges for the portion of losses covered by the United States government.

### REJECTION OF TERRORISM INSURANCE COVERAGE

You may choose to reject this offer of coverage for losses resulting from acts of terrorism as defined in the Act by signing the statement below and returning it to your insurance producer.

☐ Coverage Rejection – I hereby reject the offer to purchase coverage for certified acts of terrorism as defined in the Act. I understand that I will have no coverage for losses resulting from such acts of terrorism.							
Authorized Signature by Applicant	Date						
Print Name	Named Insured						
The Cincinnati Specialty Underwriters Insurance Company Policy Number							

CSIA 401 10 12 Page 3 of 3

POLICY NUMBER:

POLICY EFFECTIVE DATE: 10/28/2016

NAMED INSURED: Sunrise Center North & Kendall County Forest Preserve District

### FORMS APPLICABLE

			****	of Terrorism		
	Declarations	schedule	yholders	Cap on Losses from Certified Acts of Terrorism	lons - Premium	
Forms Applicable - Common Forms	Common Policy Declarations	Named Insured Schedule	Notice to Policyholders	Cap on Losses f	Special Provisions - Premium	Service of Suit
plicable	(07/14)	(01/08)	(03/08)	(01/0)	(08/01)	(08/01)
Forms Ap	CSIA501 (07/14)	CSIA409 (01/08)	CSIA410 (03/08)	CSIA417 (01/09)	CSIA403 (08/07)	CSIA404 (08/07)

# Forms Applicable - Commercial General Liability

Commercial General Liability Coverage Part Declarations		Commercial General Liability Classification and Premium Schedule	CG0001TOC (04/13) Commercial General Liability Coverage Form Table of Contents	Commercial General Liability Coverage Form		1) Limitation of Cowerage to Designated Operations		Limitations of	Deductible Liability Insurance		
CSGA501 (04/08)	CSGA403 (10/07)	CSGA408 (04/08)	CG0001TOC (04/1	CG0001 (04/13)	CSGA401 (07/10)	CSGA4015 (12/11)	CSGA3131 (09/12)	CSGA4069 (09/12)	CG0300 (01/96)	CSGA386 (12/11)	

Special Event Exclusion - Injury to Volunteer Workers

CSGA387 (12/11) CSGA388 (12/11) CSGA389 (12/11)

(12/11)

CSGA391

Special Event Exclusion - Mechanical Bull

Special Event Exclusion \* Abuse or Molestation

Special Event Exclusion + Animal Bite

POLICY NUMBER:

POLICY EFFECTIVE DATE: 10/28/2016

NAMED INSURED: Sunrise Center North & Kendall County Forest Preserve District

### FORMS APPLICABLE

Liability
eneral
Commercial Ge
Applicable -
Forms

Infectious Disease OL Special Event Exclusion - Communicable Disease Contagious Disease Special Event Exclusion - Amendment of Liguor Liability CSGA392 (12/11) (12/11)CSGA393

- Assault or Battery Special Event Exclusion CSGA394 (03/16)

CSGA396 (12/11) Special Event Exclusion - Amusement Ride or Device

Special Event Exclusion - Firearms or Ammunition CSGA398 (12/11) CSGA397 (12/11)

Special Event Exclusion - Fireworks or Pyrotechnics CSGA399 (12/11)

/11) Special Event Exclusion - Silica or Silica-Related Dust

Special Event - Amendment of Insured Contract Definition CSGA4023 (12/11)

Special Event Exclusion - Participants and Contestants CSGA395 (10/12)

SPECIAL EVENT EXCLUSION - ALL-TERRAIN VEHICLES UTILITY TERRAIN VEHICLES SNOWMOBILES OR OTHER RECREAT CSGA390 (03/16)

CSGA418 (06/08) Amendment of Pollutants Definition

CSGA361 (06/08) Exclusion - Fungi or Bacteria

Amendment of Duties in the Event of Occurrence Offense Claim or Suit Condition CSGA439 (11/08)

CG2147 (12/07) Employment-Related Practices Exclusion

(09/99) Total Pollution Exclusion Endorsement

CG2149

IL0017 (11/98) Common Policy Conditions

IL0021 (09/08) Nuclear Energy Liability Exclusion Endersement

CSLL348 (01/08) Limitation - No Stacking of Limits of Insurance

IL0003 (09/08) Calculation of Premium



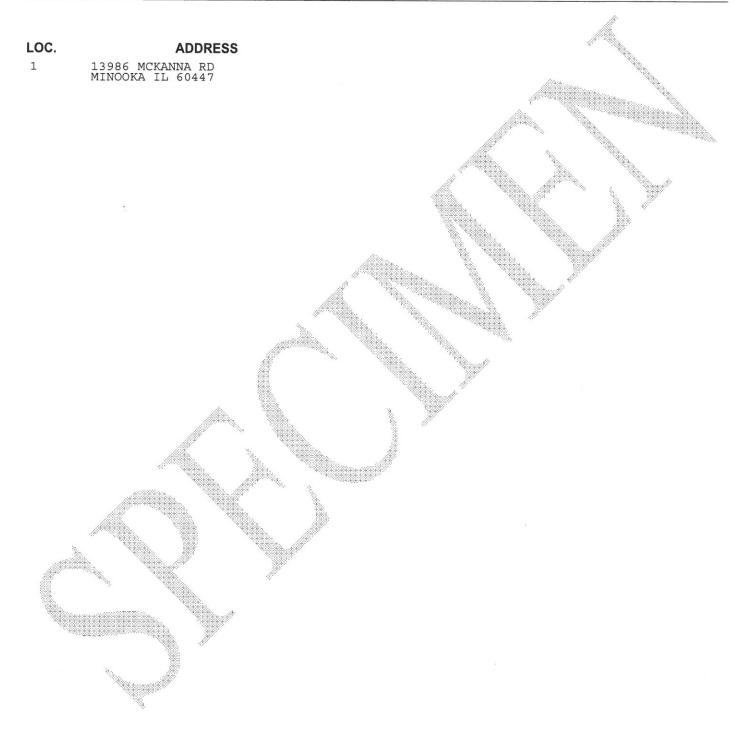
### **Commercial General Liability Premises Schedule**

**POLICY NUMBER:** 

POLICY EFFECTIVE DATE: 10/28/2016

☑ if Supplemental Declarations Is Attached

NAMED INSURED: Sunrise Center North & Kendall County Forest Preserve District



# Commercial General Liability Classification and Premium Schedule

POLICY NUMBER:

POLICY EFFECTIVE DATE: 10/28/2016

NAMED INSURED: Sunrise Center North & Kendall County Forest Preserve District

PREMIUM	Products/ Completed Operations	Incl		
DÉPOSIT PREMIUM	Premises Operations and All Other	\$750		
	Premises Products/ Operations and Completed All Other Operations			
PREMIUM BASE	A - Area B - Payroll S - Gross Sales U -Units	D		
CODE NO.		20000		
CLASSIFICATION		Special Event - In Program		
LOC NO.		1 Special Eve		

### **Kendall County Forest Preserve**

110 W. Madison Street Yorkville IL 60560 630-553-4025 Permit: 83561

Date: 9/07/16

Page: 1 of 1

**Event:** KCFarm-Candidate HCR

**Expected Attendance:** 100

To: KC Farm Bureau
Dan Reedy
111 E. Van Emmon
Yorkville IL 60560

**Contact Person** 

Dan Reedy

Home Phone: c 630-346-1889 Work Phone: 630-553-7403

Facility Charges		Hours/Qty	Rate	Cost
Historic Courthou	se - Historic Courtroom			
Thu Mar 10, 2016	6:00PM - 10:00PM	4.00	40.00	160.00
Total Permit Co	ost			160.00
<b>Amount Paid</b>				160.00
<b>Balance Due</b>				0.00

### Comments:

Meet the Candidates Forum

The undersigned, their organization and its members (the Permittee), in consideration for the use of the above described facilities, agree to hold Owner harmless from all loss and/or damage resulting from the use of the facility. Permittee has read and agrees to all enclosed documentation.

- \* Meadowhawk Lodge: The Security Deposit is 50% of the rental fee due at time reservation is made. Full payment of the rental fee is due 30 days prior to the event. For wedding events, a 30 day minimum notice is required for any refund.
- \*\* A Security Deposit of \$100.00 is required for bunkhouses at Hoover and the Historic Courthouse. A 72 hour notice prior to the event is required for any refunds.

Name:	
Title:	
Signature:	
Date:	 