

To: Kendall County Forest Preserve District Board of Commissioners
From: David Guritz, Director
RE: January 2017 Director's Report
Date: February 14, 2017

Meetings, Events, and Programs

January 13 Meeting with Ellis Farm Manager & Equestrian Center Staff
January 19 Moody's Bond Rating Call
January 23 Forest Foundation By-Laws Review Committee Meeting
January 25 Chicago Wilderness Executive Council Meeting
January 26 WIPFLI CPAs Onsite Audit Review Meeting
February 2 Sunrise Center North Board Meeting
February 3 LWCF Grant Project Review Meeting
February 9 Forest Foundation By-Laws Review Committee & Board Meeting

Priority Project Updates

FY 15-16 Audit

The District has completed all audit requirements. The District's preliminary audit will be completed on or around March 2, 2017, with the final audit presented to the Board of Commissioners during the Committee of the Whole meeting on March 15, 2017.

Hoover Forest Preserve – Water Distribution System Updates

Inspection of the well pump house and water distribution system was completed by JW Well of Yorkville, and ATS On Tuesday, February 7, 2017. The District engaged the services of Associated Technical Services, LTD of Villa Park to assist with testing and field location of main and service line shutoff valves along the water main at Hoover Forest Preserve installed in 2012. No problems were detected within the water main or service lines, but two service line shut-off valves will require replacement.

A Special Call Commission meeting is scheduled to approve an engagement letter with Wight and Company in the amount of \$5,000 to further evaluate system operations within the pump house and distribution system, identify and confirm infrastructure controls in the field, and identify remaining water line connections to the Hoover Scout Camp water distribution system.

The Illinois Department of Health has been contacted to coordinate water testing for each of the public buildings as a precautionary measure.

RTP Grant Opportunity

District staff members are working with the Charles Shrader and Associates grants consultant to determine scope of work for a possible Recreational Trails Program grant for the expansion of trails at Millbrook South Forest Preserve. A trail alignment overview, which includes residential neighborhood connections is attached to this report.

Project Maramech

Nelson Land Management, LLC has completed clearing work within the 14.5-acre Partners for Fish and Wildlife project area.

Illinois Natural Area Improvements consultant, Bryon Walters will be completing restoration efforts in the dedicated nature preserve's flatwoods area this spring under a direct project agreement with the Illinois Nature Preserves Commission.

The USF&WS Partners for Fish and Wildlife \$5,000 project reimbursement will be processed in March.

150 students from Oswego High School District 308 will be participating in Project Maramech Field Days on March 8 and March 14.

2017 Refund Bonds

The certification form for the agenda and minutes of the Commission meeting of February 7, 2017, including confirmation of the roll call approval of Ordinance #17-02-001, will be submitted to bond counsel following approval of the minutes at next Tuesday's Commission meeting.

A due-diligence conference call to review the District's Official Statement will take place this Thursday morning.

The District's preliminary audit will be sent to Speer Financial, Inc. to support the issuance of the bond rating for the 2017 Series refunding bonds. Sale of bonds will take place in mid-March.

Henneberry Restoration Project Updates

The call for bids for the Henneberry Restoration Project #17-03-001 was published in the Kendall County Record on February 9, 2017. A mandatory pre-bid meeting was held at the Kendall County Historic Courthouse at 10 am to review the project and specifications with potential bidders. Updates will be provided during the Finance and Committee of the Whole meetings scheduled for February 14.

Bids are due on Wednesday, March 1, 2017 by 10:00 am, with bid opening to follow at 10:15 am.

Bid results will be presented to the Finance Committee and Committee of the Whole on March 15, 2017, with anticipated approval of the contract scheduled for March 21, 2017.

Marketing Efforts Underway

District staff members have completed marketing efforts for the upcoming Bridal Expo at Ellis House and Equestrian Center.

2017 Bridal Expo

Sunday, February 19th, 2017

11AM – 2PM at Ellis House

Features wedding service providers and merchants

The District is in process of running ads through Facebook to promote 2017 Summer Camps and the 2017-2018 Natural Beginnings program year, with registration now open. Ads were also run to boost awareness of the District's electronic newsletter, which was scheduled and distributed on Saturday, February 11.

Ellis Equestrian Center staff members attended the Minooka Family Fun Fest this past weekend, interacting with 100+ families at the District's informational booth. Every family visiting the booth received a flyer with a \$5 off coupon and a handout promoting District summer camp programs, and other upcoming events.

Little Learners Children's Academy out of Minooka also took a stack of camp flyers and brochures to put out for us at their school, and expressed interest in possibly setting up a field trip for their students in the future.

Respectfully submitted,

David Guritz, Director

KENDALL COUNTY FOREST PRESERVE

MONTHLY REPORT – JANUARY 2017

RESERVATIONS / Responsibilities

Harris Forest Preserve

0 Internal - 0 guests

1 External - 40 guests

Guests: Family Holiday Dinner

Jay Woods, Richard Young and Subat Forest Preserves

0 External - 0 guests

Guests:

Hoover Forest Preserve (includes Meadowhawk Lodge & KC Outdoor Education Center)

0 Internal events: 0 guests

10 External events: 290 guests

Guests: Scout Troops: T3, T60, T83, P4728, T894, T464, T24, T53, T699

Meadowhawk Lodge: 2 Internal events: 16 Guests
Toddling Naturalist & Babes in the Woods Programs

2 External events: 120 Guests
Yorkville Middle School Holiday Party
Baby Shower

KC Outdoor Education Center: Plano, Sandwich, Yorkville & outside groups.
Total Guests: 164 guests

Historic Courthouse

Internal: 0 events – 0 guests
Guests:

External: 12 events – 290 guests

Guests: ROE: Training Workshop, Bus Driver Training
Weight Control Meetings 4H, KCHSA Meetings
KC Animal Control – Orientation Meeting
Forest Foundation Meeting
Conservation Foundation

KENDALL COUNTY FOREST PRESERVE
MONTHLY REPORT – JANUARY 2017

RESERVATIONS / Responsibilities

Responsibilities:

→ Director Assistance: I assist David Guritz on the Forest Preserve's meeting agendas, meeting packets and the posting of these items on the website and building bulletin boards. I also assist in any Human Resource activities such as Background Reports, gathering New Hire paperwork & sending to Payroll.

I review all time sheets, correcting any addition errors on hours worked & obtaining the Director's signature on the Payroll vouchers for the pay periods in January. Updated the part time hour's monthly report and sent to Glenn Campos.

I worked on the Accounts Payables for the voucher periods in January. I made phone calls to several companies regarding balances not being updated to reflect payments being made. All vouchers were entered into the system and printed out claims listing.

→ Education Program Registration: Received phone calls and e-mails regarding education programs.

→ Summer Camp: Reviewed the summer camp schedule with Emily Dombrowski and entered all camps for the Education Department and Ellis into ReCPro. Registrations begin February 1, 2017.

→ Field Trips: Received payments for field trips and ReCPro was updated to reflect this.

→ Accounts Receivable: Entered all checks and cash received onto individual department spreadsheet. Keeping track of education program deposits for all programs, field trips, shelters and bunkhouse rentals. Credit Card transactions & checks were completed and deposited. All Ellis receipts for deposits are entered onto spreadsheet and deposit form and given to David Guritz for his signature.

→ ReCPro (Site Trak): (shelter & bunkhouse reservations): Reservations are still being entered into Site Trak in addition to ReCPro for scheduling purposes, but permits are being generated from ReCPro and sent out. All school field trip programs have been entered into the system for 2017.

→ Ellis Department Meeting: A meeting was held with all Ellis staff to re-emphasize the timeliness of bringing all deposits, billing invoices and associated paperwork up to the courthouse so we can make deposits on a more timely manner. Time Sheet review was also discussed at the meeting.

Becky Antrim

Administrative Assistant / Reservation Coordinator

Facility Revenue - Summary Report

Receipt Dates: 1/1/2017 - 1/31/2017

02/14/2017 09:39 AM

Facility Category Forest Preserve					
Facility	Room	Use Type	Revenue	Refund	Total
Hoover Forest Preserve	Blazing Star	Other	\$300.00		\$300.00
Hoover Forest Preserve	Blazing Star	Scout Outing	\$1,070.00		\$1,070.00
Hoover Forest Preserve	Kingfisher	Birthday Party	\$225.00		\$225.00
Hoover Forest Preserve	Kingfisher	Other	\$300.00		\$300.00
Hoover Forest Preserve	Kingfisher	Scout Outing	\$445.00		\$445.00
Hoover Forest Preserve	Moonseed	Other	\$300.00		\$300.00
Hoover Forest Preserve	Moonseed	Scout Outing	\$470.00		\$470.00
Hoover Forest Preserve	Group Campsite A	Other	\$100.00		\$100.00
Hoover Forest Preserve	Group Campsite B	Other	\$100.00		\$100.00
Hoover Forest Preserve	Group Campsite C	Other	\$100.00		\$100.00
Hoover Forest Preserve	Meadowhawk Lodge	Baby Shower	\$555.00		\$555.00
Hoover Forest Preserve	Meadowhawk Lodge	Other	\$250.00		\$250.00
Harris Forest Preserve	Shelter 2	Family Reunion	\$75.00		\$75.00
Jay Woods Forest Preserve	Jay Woods	Scout Outing	\$50.00		\$50.00
Totals For Forest Preserve			\$4,340.00		\$4,340.00
Room Rental Totals			\$4,340.00		\$4,340.00



Facility Revenue - Summary Report

Receipt Dates: 1/1/2017 - 1/31/2017

02/14/2017 09:39 AM

Package	Revenue	Refund	Total
Shelter 1 & 4 - Harris Forest Preserve	\$100.00		\$100.00
Package Rental Totals	\$100.00		\$100.00
Grand Totals	\$4,440.00	\$0.00	\$4,440.00



Course Revenue - Summary Report

Winter 2016

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Environmental Education

Public Programs

Course#	Course Title	Revenue	Actual Enroll	Max Enroll	% Full	Revenue Not Realized
1	Toddling Naturalist - Animals in Winter	\$10.00	2	16	13%	\$70.00
2	Babes in the Woods - Animals in Winter	\$40.00	8	16	50%	\$40.00
3	Toddling Naturalist: Snow Much Fun	\$30.00	6	16	38%	\$50.00
4	Babes in the Woods: Opossums	\$25.00	5	16	31%	\$55.00
5	Coffee and Chickadees	\$20.00	4	16	25%	\$60.00
6	Nature Valentines	\$20.00	4	16	25%	\$60.00
7	Babes in the Woods: Love Birds	\$30.00	5	16	31%	\$55.00
8	Toddling Naturalist: Cure for Cabin Fever	\$25.00	6	16	38%	\$50.00
Totals For Public Programs		\$200.00	40	128	31%	\$440.00

School Programs

Course#	Course Title	Revenue	Actual Enroll	Max Enroll	% Full	Revenue Not Realized
56	Reptiles vs. Amphibians	\$0.00	0	200	0%	\$600.00
Totals For School Programs		\$0.00	0	200	0%	\$600.00
Totals For Environmental Education		\$200.00	40	328	12%	\$1,040.00
Grand Totals		\$200.00	40	328	12%	\$1,040.00

Merchandise Revenue - Summary Receipt Dates: 1/1/2017 - 1/31/2017

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Credit Card Revenue							
Item	Qty Sold	Amount Sold	Qty Refunded	Amount Refund	Net Quantity	Total	
Environmental Education Credit Card Revenue	2	\$7.50	0		2	\$7.50	
Hoover & Shelter Rentals Credit Card Revenue	1	\$10.00	0		1	\$10.00	
Natural Beginnings Credit Card Revenue	2	\$7.50	0		2	\$7.50	
Credit Card Revenue		\$25.00				\$25.00	
Ellis - Credit Card Revenue							
Item	Qty Sold	Amount Sold	Qty Refunded	Amount Refund	Net Quantity	Total	
Credit Card Revenue	10	\$31.38	0		10	\$31.38	
Ellis - Credit Card Revenue		\$31.38				\$31.38	
Ellis House							
Item	Qty Sold	Amount Sold	Qty Refunded	Amount Refund	Net Quantity	Total	
5K Event, Bridal Expo	2	\$80.00	0		2	\$80.00	
Ellis House		\$80.00				\$80.00	
Pony Club							
Item	Qty Sold	Amount Sold	Qty Refunded	Amount Refund	Net Quantity	Total	
Pony Club	4	\$240.00	0		4	\$240.00	
Pony Club		\$240.00				\$240.00	
Riding Lessons							
Item	Qty Sold	Amount Sold	Qty Refunded	Amount Refund	Net Quantity	Total	
Horse Arena Rental - Non-County	2	\$80.00	0		2	\$80.00	
Riding Lessons - Individual - County	4	\$240.00	0		4	\$240.00	
Riding Lessons - Individual - Non-County	2	\$160.00	0		2	\$160.00	
Riding Lessons - Package - County	6	\$1,130.00	0		6	\$1,130.00	
Riding Lessons - Package - Non-County	4	\$720.00	0		4	\$720.00	
Sunrise Center Monthly Fee	1	\$1,600.00	0		1	\$1,600.00	
Riding Lessons		\$3,930.00				\$3,930.00	

Merchandise Revenue - Summary Receipt Dates: 1/1/2017 - 1/31/2017

02/14/2017 09:40 AM

Security Deposit

Item	Qty Sold	Amount Sold	Qty Refunded	Amount Refund	Net Quantity	Total
Other Rentals - Security Deposits	2	\$250.00	0		2	\$250.00
Security Deposit		\$250.00				\$250.00

Weddings

Item	Qty Sold	Amount Sold	Qty Refunded	Amount Refund	Net Quantity	Total
Weddings	3	\$4,065.00	0		3	\$4,065.00
Weddings		\$4,065.00				\$4,065.00
Grand Totals		\$8,621.38				\$8,621.38

Kim Olson, Superintendent

Jan. 2017

Kim Olson, Patrick Higgins and Ron Smrz - *Maintains all KCFPD properties.*

Jay Teckenbrock - *Maintains Hoover*

INCIDENT REPORTS:

- January was relatively quiet for the most part, except for Hoover. Hoover is the most utilized Preserve due to the diverse amenities. We have been experiencing elevated instances of multiple individuals driving recklessly and damaging of the grounds. A report was filed after witnessing such an individual, bans were issued, and the Officers are generously helping by frequently cruising through and their mere presence is helpful.
- There are always the usual dogs off leash and owners losing their dogs due to being off leash!
- I have been in contact with Sheriff Baird regarding the observation of increased alcohol usage. The Deputies are also helping by driving through and their presence being well known.

Jan. - PATRICK HIGGINS AND RON SMRZ

- Patrick continues his healing, and Ron and I continue to hold down the fort!
- A bit of ice and snow were attended to...but January was kind in that respect.
- Ron replaced worn signage where needed in all the Preserves, there are quite a number of instructional signs.
- The cleaning of excessive litter and debris hidden by the snow on both grounds and along roadside is done several time whenever the snow melts. This is also done on a regular basis throughout the year as needed.
- Ron split wood at Hoover to help to keep up with the demands.
- We are keeping trails clear of fallen trees in all Preserves.
- We are maintaining the basics to keep the Preserves clean and safe.
- Ash Tree removal continues to be an ongoing endeavor Due to the Emerald Ash borer devastation, both by us and by companies when too hazardous for us...and will continue for years to come.

Jan.-KIM OLSON

- Due to Patrick's absence, I am still predominantly in the field. Plowing, shoveling, cutting, tree removal, opening and closing, cleaning, etc. Covering all the responsibilities without enough staff continues to be a daunting challenge.
- We are basically "Physicians of the Forest" addressing anything that may arise around the clock.
- I alternate my time in the office and in the field as needed on a daily basis.
- I continue the re-structuring and juggling the scheduling of all the various duties needed to keep things running.
- I continue to assist in the office, field or wherever I can.

- I continue making the arrangements and assisting in repairs, appointments and ordering parts wherever needed. This is a never ending cycle.
- I assist to arrange for all parts, and scheduling repairs for all infrastructures.
- I have been conducting Lagoon H2O testing, and Hoover, Harris and Ellis potable water tests when required. I work closely with Dave and Becky to plan and manage all that is needed to keep things running and in order.

Jan. HOOVER: Jay Teckenbrock

- In the last month we have finished the first flush of the season for the tankless water heaters, and residual cleaning of all fixtures, faucet screens, and flushing pipes that is needed after we stirred up the sediment in the lines.
- With regular rentals it has been the usual upkeep of facilities, and attending to the needs of our clients.
- We had at least 2 days a week devoted to gathering and splitting firewood because we are still burning through the firewood as fast as we can keep it split.
- The high winds in the past weeks we have had several trees down and have spotted and removed several hanging, or leaning dead trees, in addition to the ones across the trail.
- We have begun checking through and gathering materials for improvements, including, but not limited to, tile repair, painting, trim work(graffiti damage), doors (closing wrong , or sticking), screen repairs, and crawl space sealing/insulating to help control rodents and conserve energy.
- With the freezing and then extreme thaw this month the main stretch of road turned to mush with the continuous traffic. I have used the remainder of our stockpile of stone in the bigger pot holes, and re-graded the whole stretch to the school with the skid steer twice.
- The cleaning trees and other debris from the culvert under our service road from the high volume of runoff from South border subdivision.
- One special "project" that has been taking time from all staff is the monitoring and witnessing of a several different vehicles that regularly come in and drive recklessly and cause damage to the grounds. Jared and I caught one juvenile in the act and two passengers, they were issued a no trespass order and are banned from the preserve.

ROUTINE DUTIES-FULL AND PART TIME STAFF

- The full time staff is responsible for ALL maintenance required to successfully run the Kendall County Forest Preserve District properties. This includes but is not limited to the following: Opening/closing, electrical, plumbing, carpentry, equipment operation, mechanical / equipment repairs, painting, herbicide application, prescribed burns, logging records of all restoration/herbicide efforts, tree removal, demolition/building of structures, snow removal, testing of water supplies, cleaning of all buildings, Forest/Prairie restoration, road, parking lots and trail maintenance, education, various ordering and picking up of all supplies, and mowing.

To: Kendall County Forest Preserve District Committee of the Whole

From: David Guritz, Director

RE: Yorkville Athletic Association (AKA Yorkville Fury) License Agreement for Use of the Hoover Forest Preserve Ball Field

Date: February 15, 2017

A meeting was held with Michael Klimavicius, President of Yorkville Fury, to discuss the terms of the 2017 lease agreement.

Michael Klimavicius will be present during the Committee of the Whole meeting to request modifications of the proposed agreement, including:

1. Delay of the provisions requiring a \$500.00 grounds cleanup security deposit and \$50.00 assessment for the per event extension of District grounds maintenance staff support for cleanup after Yorkville Fury games and practices.

District staff has firmly communicated cleanup expectations, and Yorkville Fury has agreed to meet the cleanup expectations. Should grounds maintenance support be required on more than an occasional basis, this provision will be reinstated in the 2018 agreement.

Yorkville Fury plans to move forward with back fence line and running track improvements in the coming year. The District will be able to extend support of the excavation work and post hole excavation using the District's Bobcat.

Staff recommends moving the revised license agreement forward for Commission approval.

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

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

RECITALS

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

AGREEMENT

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

1. Incorporation

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

2. Grant of License - License Period

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

3. Supplementary Scheduling

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

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

4. Non-Exclusive License

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

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

5. Payment Provisions

Licensee shall provide a lump sum payment to the District of two thousand dollars (\$2,000.00) representing payment in full for a one-year License for use of the License Area in accordance with the schedule attached as Exhibit B. Payment is due within fourteen days (14) following execution of this Agreement.

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

6. Maintenance and Ball Field Facility Improvement Provisions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. Indemnification

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

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

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

8. Provision and Maintenance of Equipment

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

9. Licensee's Rights and Obligations

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

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

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

10. Term, Termination and Modification

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

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

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

11. No Third Party Beneficiary / Joint Venture

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

12. Liens

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

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

13. General Provisions

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

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

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

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

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

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

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

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

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

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

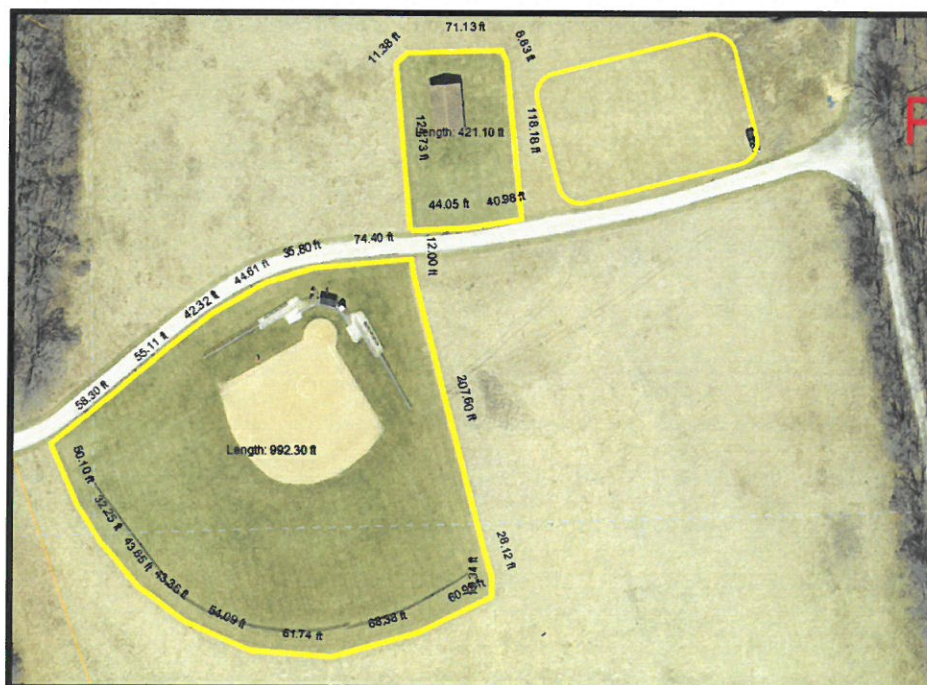
IN WITNESS WHEREOF, the District and the Licensee has caused this Agreement to be executed by a duly authorized officer thereof as of the date first above written.

By: _____ Date: _____

Judy Gilmour, President
Kendall County Forest Preserve District

By: _____ Date: _____

Michael Klimavicius, President
Yorkville Athletic Association (Yorkville Fury)

[illegible]

Yorkville Fury License Agreement – Exhibit B License Periods

WEEKDAYS (M-F)

March 13, 2017 – April 30, 2017

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

May 1, 2017 – June 30, 2017

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

WEEKENDS (SA-SU)

March 18, 2017 – July 2, 2017

Saturdays and Sundays

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

Weekdays and Weekends – Rain Dates and/or Rescheduled Sessions

July 3, 2017 - July 17, 2017

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

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

YORKVILLE FURY LICENSE AGREEMENT – EXHIBIT C

REQUIRED INDEMNIFICATION AND INSURANCE FOR PAID CONTRACTORS AND SUBCONTRACTORS

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

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

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

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

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

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

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

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

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

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

To: Kendall County Forest Preserve District Finance Committee
Kendall County Forest Preserve District Committee of the Whole

From: David Guritz, Director

RE: Henneberry Forest Preserve Mitigation and Restoration Project #17-13-001

- Pre-bid Conference Updates
- 2017 Farm Lease Logistics Updates

Date: February 15, 2017

Attached, please find a copy of the mandatory pre-bid meeting sign in sheet for the meeting held on Wednesday, February 15, 2017.

The pre-bid meeting addendum will be sent to bidders and posted online. Topics covered included:

1. Wood chip mulch add-alternate

- Contractors will include add-alternate pricing for purchase and installation of woodchips around all tree and shrub containers in the following quantities:
 - 10 cubic feet per stem for 5-gallons and 15-gallon tree and shrub containers
 - 2 cubic feet per stem for 1-gallon tree and shrub containers
 - Total volume: 8,400 cubic feet (5/15 gal) + 320 cubic feet (1 gal)
= 323 total cubic yards.
 - No dyed wood chips; cypress or cedar
 - Unit price – cost per cubic yard installed

2. Payment of prevailing wage.

Bidders were informed that the District as a government agency requires payment of prevailing wage in accordance with Illinois Department of Labor requirements.

<https://www.illinois.gov/idol/FAQs/Pages/Landscaping.aspx>

3. Clarification on the application of "Short-Sedge Meadow" and "Short-Grass Echinacea" seed mixes within the combined 3.5-acre area with wet soils.

- Short-sedge Meadow Mix will be applied in core areas; Short-grass Echinacea mix will be applied around core areas seeded.

4. Corral planting plans.

- Plans will be developed and presented to the Contractor following award of contract.

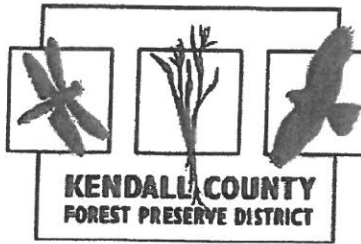
5. Use of equipment and machinery within Henneberry Forest Preserve.
 - Use of planting machines and equipment is acceptable. For auguring of holes for 15-gallon and 5-gallon trees and shrubs, Contractor will insure a "tight fit" for proper soil contact.
6. Survivorship Requirements
 - Losses over 15% as measured on September 1, 2018 will require replacement at the Contractor's expense.
7. Watering, Mowing, and First Year Monitoring
 - Contractor is responsible for first-year watering (as needed), monitoring, and mowing (on request) following fall 2017 plant material installation and seeding **through September 30, 2018**. *(Note – this is a date correction to the Detailed Specifications – Page 4 1.1(d). "Contractor is responsible for watering on an as-needed basis through **September 30, 2018**.)"*
 - Contractor is responsible for watering on an as-needed basis, included as part of the project base bid.
 - Contractor will provide add-alternate costs for mowing, and paid an additional sum for each mowing event requested by the District.
8. Palmer amaranth (*Amaranthus palmeri*) Seed Contamination and Control
 - Bidders were informed of the need to insure that purchased seed mixes are not contaminated with seed from Palmer amaranth, and responsible for the costs for implementation of a three-year monitoring and eradication program should this species emerge during the 2018 growing season.

Commissioner Kellogg is working to support the development of the weed management and herbicide application program and schedule(s) for treatment of the soybean field within the restoration footprint for the 2017 growing season to insure that there are no residual herbicides that would impact the restoration project.

The weed control management plan will be integrated into the 2017 lease agreement.

The lease agreement will include purchase of early harvest soybeans for the entire 95-acre farm lease parcel under cultivation. As such, the farm operator has suggested that the District simplify the 2017 farm lease agreement, with payment to the District representing 1/3 of the total crop yield and value sold at market in fall 2017.

District staff requests Finance and Committee of the Whole guidance on the proposed revisions of the farm lease terms.



Mandatory Pre-Bid Meeting Agenda

Kendall County Historic Courthouse

110 W. Madison Street

Yorkville, IL 60560

February 15, 2017

Project #17-03-001

HENNEBERRY WOODS FOREST PRESERVE TREE MITIGATION AND PRAIRIE-SHRUBLAND RESTORATION PROJECT

The mitigation planting of trees and shrubs, and restoration of forty five (45) acres of cropland at Henneberry Woods Forest Preserve, including planting of Regreen™ cover crop, planting of trees, shrubs, and plugs, and seeding of 45-acres with select pure live seed mixes, including first year monitoring, watering, and mowing.

Project Overview

Add-alternate for woodchip mulch installation (Quantities and Addendum)

- 10 cubic feet per stem for 5-gallons and 15-gallon tree and shrub containers
- 2 cubic feet per stem for 1-gallon tree and shrub containers
- No dyed chips; cypress or cedar
- Unit price – cost per cubic yard installed

Pre-Bid Meeting Addendum Materials will be issued after 4:30 pm on Friday, February 17, which is the deadline for submission of inquiries for response.

Bid Specification Clarifications

Site Visit to Henneberry Forest Preserve

Sign In Sheet

Name	Company Name	Phone Number	E-Mail
Patrick McGree	Hashelder Habitat	815 766-0767	Hashelderh@bit-t@gmail.com
Kelsy Shaw	PPN	708 531-3988	
Tom Pinkows	Haner Environmental	815 641-4886 630-815-7926	Aaron.HaKing@hanertrees.com
Russ Szejnher	McGinty Bros	847 456-1297	Bwilken@mcgintybros.com
STEVEN YAUZ	NATIVE LANDSCAPE CONTRACTOR	815-926-0926	ESTIMATOR@NATIVECC.COM
Brad Willis	V3	630-512-1137	bradwillis@v3co.com
Robert Velazquez	Semper Fi Land Inc.	630-544-1256	Robert@SemperFi.Land
Steve Szepka	NetHe Creeks Nursery Inc	815/693-9763	NetHeCreeksNursery@gmail.com
Mark Micek	Tallgrass Restoration	847-925-9830	Mark@micek.tallgrassrestoration.com
Barb Hogan	Kendall Exc.	630-774-9914	manager@kendallexcavating.com
Brett Suhayda	ENCAP, Inc	815-748-4500	bsuhayda@encapinc.net
Rob Anten	CLS	630-664-6543	Rowden@conservationlandstewardship.com

Sign In Sheet

Name

Company Name

Phone

Number

E-Mail

Ryan Johnson

Company Name
Applied Ecological
Services

815-985-1995

ryan.johnson@appliedco.com

KC Forest Preserve District
2014 & 2015 Levy and Debt Service
2/15/2017

*** The 2014 Levy is collected in 2015 and pays debt service for July 2015 & January 2016**

2014 Levy	Debt Service Before 2015 Refunding		Debt Service After 2015 Refunding	
Payment Date	7/1/2015	1/1/2016	7/1/2015	1/1/2016
Payment Type	Interest	Principal & Interest	Interest	Principal & Interest
1 Bond Issue Series 2007	1,102,063	2,602,063	874,213	2,374,213
2 Bond Issue Series 2012	41,575	336,575	41,575	336,575
3 Bond Issue Series 2015				455,024
4 Total P & I	1,143,638	2,938,638	915,788	3,165,811
5 Grand Total P & I		4,082,275		4,081,599
6 Total Amount Levied 2014				4,082,331
7 Total Debt Service				(4,081,599)
8 Difference				<u>732</u>

*** The 2015 Levy is collected in 2016 and pays debt service for July 2016 & January 2017**

2015 Levy	Debt Service Before 2016 Refunding		Debt Service After 2016 Refunding	
Payment Date	7/1/2016	1/1/2017	7/1/2016	1/1/2017
Payment Type	Interest	Principal & Interest	Interest	Principal & Interest
9 Bond Issue Series 2007	840,463	2,540,463	606,444	2,306,444
10 Bond Issue Series 2012	38,625	353,625	38,625	353,625
11 Bond Issue Series 2015	179,348	219,348	179,348	219,348
12 Bond Issue Series 2016				466,845
13 Total P & I	1,058,436	3,113,436	824,416	3,346,261
14 Grand Total P & I		4,171,872		4,170,677
15 Total Amount Levied 2015				4,171,920
16 Total Debt Service				(4,170,677)
17 Difference				<u>1,242</u>

Forest Preserve Debt Service

	2003	2012 Refunded	Total 2003/12	2007	2015 Refunded	2016 Refunded	Total 2007/15/16	Total Debt Service	Outstanding Debt Service
2007-08				2,389,036			2,389,036	-	
2008-09				2,287,375			2,287,375	-	
2009-10				2,287,375			2,287,375	2,287,375	
2010-11				2,287,375			2,287,375	2,287,375	
2011-12				2,385,250			2,385,250	2,385,250	
2012-13	256,146	87,235	343,381	2,576,750			2,576,750	2,920,131	
2013-14	263,197	98,600	361,797	2,759,750			2,759,750	3,121,547	
2014-15	269,505	98,300	367,805	2,998,775			2,998,775	3,366,580	
2015-16		375,200	375,200	2,980,656	634,371		3,615,027	3,990,227	
2016-17		387,525	387,525	2,874,638	398,355	620,639	3,893,631	4,281,156	4,281,156
2017-18		392,850	392,850	3,183,888	397,675	395,788	3,977,350	4,370,200	4,370,200
2018-19		397,725	397,725	3,468,888	401,953	397,088	4,267,928	4,665,653	4,665,653
2019-20		407,075	407,075	3,587,638	401,053	398,188	4,386,878	4,793,953	4,793,953
2020-21		415,825	415,825	3,693,888	400,018	394,188	4,488,093	4,903,918	4,903,918
2021-22		423,975	423,975	4,031,388	394,040	395,088	4,820,515	5,244,490	5,244,490
2022-23		436,450	436,450	4,338,888	397,950	400,688	5,137,525	5,573,975	5,573,975
2023-24				4,571,977	396,690	508,788	5,477,454	5,477,454	5,477,454
2024-25				-	395,430	5,227,450	5,622,880	5,622,880	5,622,880
2025-26				-	2,677,300	3,165,356	5,842,656	5,842,656	5,842,656
2026-27					6,497,400		6,497,400	6,497,400	6,497,400
	\$ 788,848	\$ 3,520,760	\$ 4,309,608	\$ 52,703,532	\$ 13,392,234	\$ 11,903,257	\$ 77,999,023	77,632,219	57,273,734

Forest Preserve Debt Service 2003/2012

\$2,925,000 G. O. Bonds, Refunding Bonds Forest Preserve, Series 2012

Date of Issuance October 4, 2012
Date of Maturity July 15, 2023
Payable July 1 & July 15

Debt Service Schedule

Date	Principal	Interest	Debt Service
1/1/2013	235,000	12,453	247,453
7/1/2013		8,693	8,693
1/1/2014	250,000	8,692	258,692
7/1/2014		4,505	4,505
1/1/2015	265,000	4,505	269,505
2003 Total	750,000	38,848	788,848
2012 Bonds			
1/1/2013	25,000	31,118	56,118
7/1/2013		31,118	31,118
1/1/2014	15,000	41,800	56,800
7/1/2014		41,800	41,800
1/1/2015	15,000	41,650	56,650
7/1/2015		41,650	41,650
1/1/2016	295,000	40,100	335,100
7/1/2016		40,100	40,100
1/1/2017	315,000	36,263	351,263
7/1/2017		36,263	36,263
1/1/2018	330,000	31,425	361,425
7/1/2018		31,425	31,425
1/1/2019	345,000	26,363	371,363
7/1/2019		26,363	26,363
1/1/2020	365,000	21,038	386,038
7/1/2020		21,038	21,038
1/1/2021	385,000	15,413	400,413
7/1/2021		15,413	15,413
1/1/2022	405,000	9,488	414,488
7/1/2022		9,488	9,488
1/1/2023	430,000	6,450	436,450
7/1/2023			
2012 Total	2,925,000	595,760	3,520,760
Totals	3,675,000	634,608	4,309,608

\$9,270,000 G. O. Bonds, Series 2016
May 1, 2016
January 1, 2026
January 1 & July 1

Date of Issuance Date of Maturity Payable	\$45,000,000 G.O. Bonds, Series 2007 July 15, 2007 January 1, 2027 January 1 & July 1				\$9,360,000 G. O. Bonds, Series 2015 July 1, 2015 January 1, 2027 January 1 & July 1				\$9,270,000 G. O. Bonds, Series 2016 May 1, 2016 January 1, 2026 January 1 & July 1							
	Original 2007 Bond Issue				2007 Bond Remaining				2015 Bond Refunding				2016 Bond Refunding			
	Principal	Interest	Debt Service		Principal	Interest	Debt Service		Principal	Interest	Debt Service		Principal	Interest	Debt Service	
1/1/2008		1,245,267	1,245,267				1,245,349									
7/1/2008		1,143,613	1,143,613				1,143,688									
1/1/2009		1,143,613	1,143,613				1,143,688									
7/1/2009		1,143,613	1,143,613				1,143,688									
1/1/2010		1,143,613	1,143,613				1,143,688									
7/1/2010		1,143,613	1,143,613				1,143,688									
1/1/2011		1,143,613	1,143,613				1,143,688									
7/1/2011		1,143,613	1,143,613				1,143,688									
1/1/2012	100,000	1,143,613	1,243,613		100,000		1,143,688									
7/1/2012		1,141,488	1,141,488				1,141,563									
1/1/2013	300,000	1,141,488	1,441,488		300,000		1,141,563									
7/1/2013		1,135,188	1,135,188				1,135,188									
1/1/2014	500,000	1,135,188	1,635,188		500,000		1,135,188									
7/1/2014		1,124,563	1,124,563				1,124,563									
1/1/2015	1,000,000	1,102,063	2,124,563		1,000,000		1,124,563									
7/1/2015		1,102,063	1,102,063				874,213									
1/1/2016	1,500,000	1,102,063	2,602,063		1,500,000		874,213		225,000	230,024	455,024					
7/1/2016		1,068,313	1,068,313				606,444			179,348	179,348		280,000	186,845	466,845	
1/1/2017	1,700,000	1,068,313	2,768,313		1,700,000		606,444		40,000	179,348	219,348					
7/1/2017		1,030,063	1,030,063				568,194			179,008	179,008		90,000	153,794	243,794	
1/1/2018	2,100,000	1,030,063	3,130,063		2,100,000		568,194			179,008	219,008					
7/1/2018		977,563	977,563				515,694			178,668	178,668		95,000	151,994	246,994	
1/1/2019	2,500,000	977,563	3,477,563		2,500,000		515,694		45,000	178,668	223,668					
7/1/2019		915,063	915,063				453,194			178,285	178,285		100,000	150,094	150,094	
1/1/2020	2,750,000	915,063	3,665,063		2,750,000		453,194		45,000	178,285	223,285					
7/1/2020		846,313	846,313				384,444			177,768	177,768		100,000	148,094	248,094	
1/1/2021	3,000,000	846,313	3,846,313		3,000,000		384,444		45,000	177,768	222,768					
7/1/2021		771,313	771,313				309,444			177,250	177,250		105,000	146,094	146,094	
1/1/2022	3,500,000	771,313	4,271,313		3,500,000		309,444		40,000	177,250	217,250					
7/1/2022		683,813	683,813				221,944			176,790	176,790		115,000	143,994	248,994	
1/1/2023	4,000,000	683,813	4,683,813		4,000,000		221,944		45,000	176,790	221,790					
7/1/2023		578,813	578,813				116,944			176,160	176,160		230,000	141,694	241,694	
1/1/2024	5,000,000	578,813	5,578,813		4,455,000		116,977		45,000	175,530	221,530					
7/1/2024		447,563	447,563							175,530	175,530		230,000	141,694	241,694	
1/1/2025	5,100,000	447,563	5,547,563							175,530	220,530					
7/1/2025		313,688	313,688							174,900	174,900		5,040,000	137,094	5,177,094	
1/1/2026	5,600,000	313,688	5,913,688						2,375,000	174,900	2,549,900					
7/1/2026		166,688	166,688							127,400	127,400		3,115,000	50,356	3,165,356	
1/1/2027	6,350,000	166,688	6,516,688						6,370,000	127,400	6,497,400					
Totals	45,000,000	34,999,142	79,999,142		27,405,000	25,298,532	52,703,532		9,360,000	4,032,234	13,392,234		9,270,000	2,633,257	11,903,257	

To: Kendall County Forest Preserve District Committee of the Whole

From: David Guritz, Director

RE: Ellis House Lease Agreement Template – (Student) Horsemanship Instructor

Date: February 15, 2017

District staff recommends Committee of the Whole authorization to extend housing to future Horsemanship Instructors applicants that are also Equestrian Studies students at local community colleges and universities. The intention is to extend employment opportunities where students enrolled at local colleges and universities may earn college credit while employed at the District to support Equestrian Center programming. Completed lease agreements will be presented to Commission for approval as part of a total compensation package. Rent will not be charged in any week the employee is working for the District, and is not considered taxable earnings.

The lease agreement template calls for a \$250.00 security deposit, allows private use of one-bedroom, an adjoining washroom, and extends use and access to kitchen and laundry facilities (when facilities are not in use for rental or program events).

Valuation of base rent is \$575.00, with utilities included (water, gas, electric, phone, trash).

This valuation of base rent with utilities is below market for studio apartment rates within a 10-mile radius, with the understanding that single studio apartments extend more private use space and amenities over what is proposed for use for student Horsemanship Instructors.

**Kendall County Forest Preserve District
Ellis House Apartment – Horsemanship Instructor (Student)
Lease Agreement**

THIS AGREEMENT ("Lease Agreement") is made and entered into this ____ day of _____ 2017, by and between the Kendall County Forest Preserve District ("District"), a unit of local government, and _____ ("Employee-Tenant" referred to as "Tenant"), an individual with a permanent residence located at _____ (City, State, Zip), for and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. PURPOSE.

This Lease Agreement provides for the Tenant's possession and use of the Ellis House single bedroom with adjoining washroom, and first floor access to the kitchen and laundry room, located at 13986 McKanna Road, Minooka, IL 60447 (hereinafter referred to as the "Residence"), an image of which is attached as Exhibit A, during the Employee-Tenant's employment as a Horsemanship Instructor by the District. By signing this Lease Agreement, the parties affirm their agreement that Employee-Tenant is required to live at the Residence as a condition of his continued employment by the District as a Horsemanship Instructor; the Residence is located on District property; and the Residence is provided for the convenience of the District by allowing Employee-Tenant to promptly respond to District needs at Ellis House and Equestrian Center. Also, this Lease Agreement confirms the parties' understanding and agreement that the Tenant's possession and use of the Residence is part of the Employee-Tenant's total wage and benefits compensation package as a Horsemanship Instructor. *Nothing in this Lease Agreement is intended to and/or does create a contract of employment, express or implied. Employee-Tenant's employment with the District is "at-will", which means Employee-Tenant's employment relationship may be terminated at any time, with or without cause.*

2. PROPERTY.

2.1 Leased Property. District owns certain real property and improvements consisting of the Residence. District desires to lease the Residence to the Tenant upon the terms and conditions contained herein. Tenant desires to lease the Residence from District on the terms and conditions contained herein.

2.2 Personal Property. The District and Tenant each agree that any personal property, such as equipment, furniture, or other non-fixtured items, purchased by either the Tenant or the District, either prior to or during the term of this Lease Agreement shall remain the personal property of the party who furnished the funds to purchase the personal property. All personal property of the Tenant shall be removed from the Premise at the termination of this Lease Agreement, unless otherwise agreed to in writing by the parties. Tenant specifically waives any claim of damage against the District for any personal property damaged as a result of an act of nature, including, but not limited to lightning strikes and floods. District is not responsible for providing any personal property, equipment, furniture or other non-fixtured items to the Tenant.

3. TERM.

3.1 Term. The term of this Lease Agreement commences on the date of both parties' execution of this Lease Agreement and shall terminate immediately upon (a) the Employee-Tenant's separation of employment from the District; or (b) _____ (*insert anticipated employment term length*) after the date of both parties' execution of this Lease Agreement, whichever occurs first.

3.2 Upon termination of the Lease Agreement, Tenant shall immediately vacate the Residence and shall have seven (7) calendar days to remove all personal property from the Residence, unless otherwise authorized and agreed to in writing by both parties. All obligations outstanding at the time of termination shall survive the Lease Agreement.

3.3 Early Termination. Either party may terminate this Lease Agreement upon providing thirty (30) calendar days written notice to the other party. Except that both parties may agree, in writing, to terminate the Lease Agreement at any time and waive the thirty (30) days written notice.

4. RENT.

4.1 Rent. The rent for the Residence shall be one-hundred and thirty three dollars per week (\$133.00), which averages to a monthly rate of five-hundred seventy eight dollars (\$578.00) over a twelve month period. This amount includes the cost of Utilities as discussed in Section 12 of this Lease Agreement. For purposes of this Agreement, a week shall be Saturday through Friday. The monthly payment shall be due and owing on the first Monday immediately following the conclusion of each calendar month during the rental period. The parties agree that no weekly rent payment shall be due and owing from the Tenant to the District for any week that the Employee-Tenant performs services on behalf of the District as its Horsemanship Instructor. Weekends and holidays do not delay or excuse Tenant's obligation to timely pay rent.

4.2 Delinquent Rent. Rent is due no later than the first Monday of the week following the close of each calendar month. If not paid by the due date, rent shall be considered overdue and delinquent. If Tenant fails to timely pay any monthly rent payment, Tenant will pay District a late charge of \$25.00 per day until rent is paid in full. If the District receives the rent within two (2) calendar days of the Due Date, the District will waive the late charges for that week. Any waiver of late charges under this paragraph will not affect or diminish any other right or remedy the District may exercise for Tenant's failure to timely pay rent.

4.3. Returned Checks. In the event any payment by Tenant is returned for insufficient funds ("NSF") or if Tenant stops payment, Tenant will pay \$25.00 to District for each such check, plus late charges, as described above, which will accrue until District has **received** payment. Furthermore, District may require in writing that Tenant pay all future Rent payments by cash, money order, or cashier's check.

4.4. Order in which funds are applied. The District will apply all funds received from Tenant first to any non-rent obligations of Tenant including late charges, returned check charges, charge-backs for repairs, and brokerage fees, then to rent, regardless of any notations on a check.

5. SECURITY DEPOSIT.

5.1 Amount. A \$250.00 security deposit is required for this agreement.

6. USE OF RESIDENCE.

The Residence shall be used and occupied solely by the Tenant. It shall be used exclusively as a private dwelling, and no part of the Residence shall be used at any time during the term of this Lease Agreement by the Tenant for the purpose of carrying on any business (other than District business), profession, or trade of any kind, or for any purpose other than as a private, single-occupancy dwelling. Tenant shall not allow any other person, other than Tenant's immediate family or transient relatives and friends who are guests of the Tenant, to use or occupy the Residence without first obtaining District's written consent to such use or occupation. Tenant shall comply with any and all federal, State, and local laws, ordinances, rules, regulations, and orders affecting the cleanliness, use, occupancy and preservation of the Residence. Tenant understands and agrees that all residents and visitors of the Residence shall comply with the District's General Use Ordinance while on District property.

7. CONDITION OF RESIDENCE.

7.1 Original Condition. Tenant stipulates, represents, and warrants that Tenant has examined the Residence, and it is, at the time of execution of this Lease Agreement, in good order, in good repair, and in a safe, clean, and habitable condition.

7.2 Surrender Condition. Upon termination of this Lease Agreement, Tenant shall surrender the Residence to District in good and broom-clean condition, excepting ordinary wear and tear. Tenant shall remove all of their personal property and any improvements installed by Tenant and required to be removed by the District. Tenant shall return all keys and property belonging to the District.

8. DEFAULTS & REMEDIES,

8.1 Tenant's Default. Tenant shall be in default in the event of any of the following: (a) if Tenant fails to perform any obligation to be performed by Tenant hereunder and such failure shall continue for thirty (30) calendar days after written notice by District; provided, however, if the nature of such default is such that the same cannot reasonably be cured within a thirty (30) calendar day period, then Tenant shall not be deemed to be in default if it shall commence such cure within such thirty (30) calendar day period, and, thereafter, rectify and cure such default with due diligence; (b) if Tenant abandons or vacates the Residence or ceases to use the Residence for the stated purpose as set forth in this Lease Agreement; or (c) if Tenant fails to pay rent when due and the default continues for seven (7) calendar days thereafter, the District may, at the District's option, declare the entire balance of rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to the District at law or in equity or may immediately terminate this Lease Agreement.

8.2 Remedies in Default. In the event of a default by Tenant, District may pursue any remedies available to it at law or in equity, including injunction, at its option, without further notice or demand of any kind to Tenant or any other person. In the event of a default, the District may also immediately terminate this Lease Agreement and Tenant's right to possession of the Residence and recover possession of the Residence and remove all persons therefrom.

9. ASSIGNMENT AND SUB-LETTING.

Tenant shall not assign this Lease Agreement, or sub-let or grant any license to use the Residence or any part thereof without the District's prior written consent. An assignment, sub-letting, or license without the prior written consent of District or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at District's option, terminate this Lease Agreement.

10. ALTERATIONS AND IMPROVEMENTS.

Tenant shall make no structural repairs, alterations, or improvements of the Residence or construct any building or make any other improvements of the Residence without the prior written consent of District. Any and all alterations, changes, and/or improvements built, constructed, or placed on the Residence by Tenant shall, unless otherwise provided for by written agreement between District and Tenant, be at the Tenant's sole expense and shall become the sole property of the District and remain on the Residence at the termination of this Lease Agreement. At anytime during the term of this Lease Agreement, the District shall have the authority to make modifications, alterations, repairs, and improvements as it deems necessary and upon reasonable notice to the Tenant.

11. HAZARDOUS MATERIALS.

Tenant shall not keep at the Residence any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion at the Residence or that might be considered hazardous or extra hazardous by any responsible insurance company.

12. UTILITIES.

12.1 Costs. District shall be responsible for arranging and paying for the following utility services: internet, electricity, gas, water, and land-line telephone ("Utilities"). Tenant is responsible for all other desired services.

12.2 Failure, Stoppage, or Interruptions. District shall not be liable for, and Tenant shall not be entitled to, any damages, abatement, or reduction in rent value by reason of any interruption or failure in the supply of utilities, including, but not limited to interruptions or failures caused by lightning strikes and floods. No failure, stoppage, or interruption of any utility or service, including but not limited to lightning strikes and floods, shall be construed as an eviction of the Tenant, nor shall it relieve the Tenant from any obligation to perform any covenant or agreement under this Lease Agreement. In the event of any failure, stoppage, or interruption of utilities or services, the District shall use its reasonable efforts to attempt to restore all services promptly.

12.3 Installation of Equipment. Tenant agrees that Tenant shall not install any equipment that exceeds or overloads the capacity of the utility facilities serving the Residence, and that if equipment installed by the Tenant requires additional utility facilities; installation of the same shall be at the Tenant's expense, but only after District's written approval of same.

12.4 Compliance & Modifications. District shall be entitled to cooperate with the energy and water conservation efforts of governmental agencies or utility suppliers. District reserves the right from time to time to make modifications to the utility systems serving the Residence.

13. MAINTENANCE, REPAIR, AND RULES.

13.1 Maintenance Obligations. Tenant will, at his or her sole expense, keep and maintain the Residence and appurtenances in good and sanitary condition and repair during the term of this Lease Agreement and any renewal thereof. These obligations include, but are not limited to the following requirements:

- A. Not obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only;
- B. Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;
- C. Maintain the grounds and lawn area of the Residence, including regularly mowing the lawn.
- D. Not obstruct or cover the windows or doors;
- E. Not leave windows or doors in an open position during any inclement weather;
- F. Not hang any laundry, clothing, sheets, etc., from any window, rail, porch or balcony nor air or dry any of same within any yard area or space;
- G. Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of District;
- H. Keep all air conditioning filters clean and free from dirt;
- I. Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. Tenant shall not allow any sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Tenant;
- J. Ensure the Tenant's family and guests at all times maintain order in the Residence and at all places on the Residence, and shall not make or permit any loud or improper noises, or otherwise disturb other visitors and District users;
- K. Keep all radios, television sets, stereos, etc., turned down to a level of sound that does not annoy or interfere with other District users;
- L. Deposit all trash, garbage, rubbish or refuse in the locations provided at the Residence and not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of the Residence;
- M. Abide by and be bound by any and all rules and regulations affecting the Residence or Tenant which may be adopted or promulgated by the District's Board of Commissioners.

13.2 Mechanics Liens. Tenant shall keep the Residence free and clear of all encumbrances, mechanics liens, stop notices, demands, and claims arising from work done by or for the Tenant, or for persons claiming under the Tenant, and Tenant shall defend District, its officers, directors, employee, and agents, including its past, present and future commissioners, elected officials, and agents, with counsel of District's choosing, indemnify and save District, its officers, directors, employee, and agents, including its past, present and future commissioners, elected officials, and agents, free and harmless from and against any claims arising from or relating to the same.

14. DAMAGE TO RESIDENCE.

In the event the Residence is destroyed or rendered wholly uninhabitable by fire, storm, earthquake, or other casualty not caused by the negligence of the Tenant, the District may terminate this Lease Agreement from such time except for the purpose of enforcing rights that may have then accrued hereunder. Should a portion of the Residence thereby be rendered uninhabitable, the District shall have the option of either repairing such injured or damaged portion or terminating this Lease Agreement. In the event that District exercises its right to repair such uninhabitable portion, such part so injured shall be restored by District as speedily as practicable.

15. ACCESS BY DISTRICT.

District and District's agents shall have the right at all reasonable times, and by all reasonable means, without notice, during the term of this Lease Agreement to enter the Residence for the following purposes:

- A. Inspect the Property for condition;
- B. Make repairs;
- C. Show the Property to prospective Tenant, inspectors, fire marshals, appraisers, or insurance agents;
- D. Exercise a contractual or statutory lien;
- E. Leave written notice; or
- F. Seize nonexempt property after default.

However, absent emergency circumstances, District will make reasonable attempts to give Tenant at least three (3) hours notice, prior to entering the Residence. If Tenant fails to permit reasonable access under this Paragraph, the Tenant will be in default.

16. RENTERS' INSURANCE

Tenant will maintain renters' insurance during all times the property is occupied under the terms of this Lease Agreement. Tenant will provide District with proof of renter's insurance within thirty (30) calendar days of the execution of this Lease Agreement. Tenant will promptly notify District of any modification or termination of Tenant's renter's insurance.

17. SUBORDINATION OF LEASE AGREEMENT.

This Lease Agreement and Tenant's interest hereunder are and shall be subordinate, junior, and inferior to any and all mortgages, liens, or encumbrances now or hereafter placed on the Residence by the District, all advances made under any such mortgages, liens, or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens or encumbrances.

18. QUIET ENJOYMENT.

Tenant, upon payment of all of the sums referred to herein as being payable by the Tenant and Tenant's performance of all Tenant's agreements contained herein and Tenant's observance of all rules and regulations, shall and may peacefully and quietly have, hold, and enjoy said Residence for the term hereof.

19. INDEMNIFICATION.

District, its officers, directors, employee, and agents, including its past, present and future commissioners, elected officials and agents, shall not be liable for any damage or injury of or to the Tenant, the Tenant's family, guests, invitees, agents or employees, to any person entering the Residence, to the Residence itself, or to goods or equipment at the Residence. Tenant hereby agrees to indemnify, defend and hold harmless District, its officers, directors, employee, and agents, including its past, present and future commissioners, elected officials and agents, from any and all claims or assertions of every kind and nature, including, but not limited to those discussed herein as well as from any and all claims pertaining to tax liability or obligations. Any attorney representing the District, under this paragraph, must be approved by the Kendall County State's Attorney, and, once approved, shall be appointed a Special Assistant State's Attorney. The District's participation in its defense shall not remove District's duty to indemnify, defend, and hold the District harmless.

20. FORCE MAJEURE.

Neither party will be responsible to the other for damage, loss, injury, or interruption of work if the damage, loss, injury, or interruption of work is caused solely by conditions that are beyond the reasonable control of the parties, and without the intentional misconduct or negligence, of that party (hereinafter referred to as a "force majeure event"). To the extent not within the control of either party, such force majeure events include: acts of God, acts of any governmental authorities, fire, explosions or other casualties, vandalism, and riots or war. A party claiming a force majeure event ("the claiming party") shall promptly notify the other party in writing, describing the nature and estimated duration of the claiming party's inability to perform due to the force majeure event. The cause of such inability to perform will be remedied by the claiming party with all reasonable dispatch.

21. EXPENSES AND COSTS.

Should it become necessary for District to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the Residence, Tenant agree to pay all expenses and costs incurred by the District, including, but not limited to the District's reasonable attorneys' fees.

22. RECORDING OF LEASE AGREEMENT.

Tenant shall not record this Lease Agreement on the Public Records of any public office. In the event that Tenant shall record this Lease Agreement, this Lease Agreement shall, at

District's option, terminate immediately and District shall be entitled to all rights and remedies that it has at law or in equity.

23. GOVERNING LAW.

This Lease Agreement shall be governed, construed, and interpreted by, through and under the Laws of the State of Illinois. 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.

24. SEVERABILITY.

If any provision of this Lease Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Lease Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

25. BINDING EFFECT.

The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.

26. DESCRIPTIVE HEADINGS.

The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the District or Tenant.

27. NON-WAIVER.

No delay, indulgence, waiver, non-enforcement, election or non-election by District under this Lease Agreement will be deemed to be a waiver of any other breach by Tenant, nor shall it affect Tenant's duties, obligations, and liabilities hereunder.

28. MODIFICATION.

The parties hereby agree that this document contains the entire agreement between the parties and this Lease Agreement shall not be modified, changed, altered, or amended in any way except through a written amendment signed by all of the parties hereto.

29. NOTICE.

Any notice required or permitted to be given pursuant to this Lease Agreement shall be duly given if sent by fax, certified mail, or courier service and received. In the case of District, notice shall be given to David Guritz, Director of the Kendall County Forest Preserve, 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 the Tenant, notice shall be given to _____ at _____ (City, State, Zip –or- Residence at Ellis).

30. APPROVAL.

This Lease Agreement is contingent on, and subject to approval by no less than six Commissioners of the Kendall County Forest Preserve District's Board of Commissioners.

As to District this ____ day of _____, 2017.

DISTRICT:

Sign: _____
Judy Gilmour, President

Print: _____ Date: _____

Attest: _____
David Guritz

As to Tenant, this ____ day of _____, 2017.

TENANT:

Sign: _____

Print: _____ Date: _____