

To: Kendall County Forest Preserve District Board of Commissioners

From: David Guritz, Director

RE: February 2016 Director's Report

Date: March 8, 2016

Meetings, Events, and Programs

February 4	Preserve Infrastructure Issues Inspections
February 4	Forest Foundation Meeting
February 9	Meeting with Charles Schrader & Associates – LWCF Billing
February 17	Kendall County Farm Bureau – Young Leaders Meeting
February 18	The Conservation Foundation - Kendall County Advisory Committee Meeting
February 18-19	Morton Arboretum – Burn Training
February 23	Village of Millbrook – Board Meeting
February 25 – 26	Starved Rock State Park - Illinois Association of Conservation Districts Conference
March 2	Equestrian Program Coordinator Meeting
March 3	Forest Foundation of Kendall County Meet and Greet

Priority Project Updates

2016 Series Refunding Bonds

The call for underwriters has been published and posted to the website, with Speer Financial extending invitations to several underwriting firms to submit proposals. The deadline for submission is March 18, 2016. Speer Financial will present their report and recommendation at the first Commission meeting in April.

Forest Preserve Restoration Projects

Bryon Walters with Illinois Natural Areas Improvements has made significant progress clearing the slope areas at Maramech in preparation for the work day scheduled for Thursday, March 10, 2016. District staff and volunteers will be on site working alongside contractors to guide work day efforts which will include burning of cleared brush piles. Photos from the day will be posted to the District's social media sites.

Bedrock Earthscapes, LLC has begun work to restore Schessler's Fen as part of The Conservation Foundation's donation of an ecological restoration project.

LWCF/OSLAD Grant Reimbursement

The amended market study has been submitted and accepted by the Illinois Department of Natural Resources. The District is waiting to receive final approval to submit the final billing statement.

Summer Camp Registrations

Summer camp registration is underway, with the District is receiving more registrations each week. Two banners are under design to further promote summer camp opportunities at Hoover Forest Preserve and Ellis Equestrian Center. A second marketing e-Blast will highlight summer camp opportunities scheduled for distribution later this month.

Ellis House Bridal Expo

Tina Villarreal, Events Coordinator reported that the Bridal Expo event at Ellis was successful. The District received payments from vendors for booth spaces, and registrations from caterers renewing their participation in the District's Approved Caterers' Program for 2016. District staff is researching marketing opportunities through online platforms that have generated bookings at Ellis for 2016.

Ellis House Repairs

Marty Vick, Farm Manager at Ellis has received proposals for window replacements and exterior house painting and sealing which will be presented to the Committee of the Whole, with initial estimates presented to the Finance Committee for review and staff direction.

An estimator from IPMG completed an inspection of storm damage to the roof, confirming that portions of the roof were damaged from high winds in December. IPMG has requested copies of all incurred expenses-to-date for repairs. District staff is recommending full replacement of the Ellis House roof in 2016.

Controlled Burn Training

A total of 13 District staff members and volunteers attended the two day Chicago Wilderness Controlled Burn Training on February 18 and 19 at the Morton Arboretum. All District participants passed the final exam, with Jay Teckenbrock achieving the second highest test score in the class.

Superintendent Kim Olson has renewed the District's burn permit, with training burns planned for this spring, dependent on weather and staff availability.

Position Openings

April Morris was promoted from a Part-Time Naturalist to the open Environmental Education Coordinator position.

The District is receiving applications for current job openings including Summer Camp Instructor(s), Part-Time Naturalist, and Ellis House and Equestrian Center Seasonal positions posted last week.

The District is also continuing efforts to promote summer internship opportunities for Ellis House and Equestrian Center.

Meadowhawk Lodge Repairs

Wight and Company completed a final inspection and evaluation of damage to the portico. A release waiver received from the insurance company has been forwarded for review by the State's Attorney's Office. Updates will be provided during the Committee of the Whole meeting.

Stephanie's Garden – Nature Play Space at Hoover Forest Preserve

The Stephanie's Garden stakeholder's group met to discuss Commission policy directions and first-phase plans for the build out of the Nature Play Space at Hoover Forest Preserve. The group is interested in moving forward with the construction of an outdoor mud kitchen installed on a concrete pad with drainage to a lowland swale that will meet ADA accessibility requirements. As part of this first phase, water service will be roughed in for a future water play element. Upland Design is providing a schematic of the service line extension plumbing, and an Illinois Department of Public Health Permit will be submitted pending Commission approval of the project.

KC-TAP Intergovernmental Agreement

Kendall County will be considering a request for an increase of the District's KC-TAP grant award for the Route 34 trail from \$3,000 to \$6,000 representing 50% of the District's estimated cost share for completion of the required trail segments.

WSPY – Anne Vickery

The District has been invited to interview with WSPY to provide updates on District projects and programs. The interview is scheduled for Friday, April 8, 2016, and will include radio and local television segments.

Richard Young Forest Preserve Bridge Replacement

District staff members are working to determine the best approach and costs for the replacement of a single-span pedestrian crossing bridge across Lyon Creek at Richard Young Forest Preserve. Creek bank erosion accelerated by high storm water volume events has deformed the existing bridge constructed 17 years ago. Approaches to armoring of the creek banks to reduce erosion will be considered as part of the bridge replacement project.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "David Guritz", written in a cursive style.

David Guritz, Director

To: Kendall County Board of Commissioners

From: Emily Dombrowski, Environmental Education Coordinator

April Morris, Environmental Education Coordinator

RE: Education Department Monthly Report

Date: March 9, 2016

The Education Department has been busy preparing for spring programming. We have our Maple Syrup program coming up on March 19th. After the hike, participants will enjoy a pancake breakfast served with maple syrup

April and May are filled with many school programs. We will be teaching over 2,600 students in the remaining months of the school year. These programs range from fossils and wetlands to ecology and bugs.

Camp registration is open and we have been receiving lots of registrations in the mail. We are sending out an adblast that promotes our summer camps as well as other programs in the next week. We will be hiring part time seasonal camp instructors in the following month.

Our social media push has really been working and we are having more families sign up for programs. We have had to cancel a lot less of our public programs this winter and spring. We hope to gain even more returning participants in the next couple of months.

GROUNDS & MAINTENANCE STAFF REPORT

FEB. 2016

Kim Olson, Superintendent

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

Jay Teckenbrock - *maintain Hoover*

FEB. - PATRICK HIGGINS AND RON SMRZ

- Patrick and Ron open all preserves each weekday by 8am.
- The snow is hopefully behind us! New Season...new duties!
- The equipment woes still continue, but have slowed down. Breakdowns and repairs have continued to occur and require a great deal of EVERYONE's time! Hopefully the repair cycle is complete and we are caught up with that!
- We all are still learning the Hoover infrastructure and maintenance. This continues to be a main priority for all of us, and we are working our way through the many complex systems we have at Hoover.
- Ron renewed his State herbicide license.
- Patrick and Ron continue to carry the majority of the duties and load, still helping at Hoover as well as the rest of the preserves. Jay continues in his training, but until he knows the ropes fully, the burden will fall almost entirely on Ron and Patrick. They are assisting with his training also as they are the highly trained Professionals and experts on all equipment. It takes at least a full year of ALL four Seasons to be somewhat trained! Experience and Time is the best teacher.
- Ron and Patrick repaired Shelter 4 door damage.
- Ron and Patrick repaired the gate at SSG, saving the FP a welding bill.
- Ron and Patrick have been cleaning the ditches and roadsides of debris after the snow melted.
- Ron and Patrick repaired a bridge damaged by a fallen ash tree at Harris.
- Ron and Patrick spread Prairie Seed collected from last Season.
- Ron and Patrick have been helping Jay get the Hoover shop stocked and organized.
- Ron, Patrick, Jay and myself went to Kubota to learn how to service the Kubota RTV.
- Ron, Patrick, Jay and myself all observed and participated in the instructions of flushing the tankless water heaters, quite time consuming! This is done every 3 months or so, depending on use and water quality.
- Ash Tree removal is an ongoing endeavor, and will continue for years to come, taxing regular field staff duties throughout the entire year, and for years to come.
- Mike Stone closes on Monday nights.
- Cliff Oleson opens on Sundays and Holidays.

FEB. -KIM OLSON

- I continue to assist in office duties such as payroll, vouchers, reservations, mail, etc.
- I accompanied the volunteers and new staff to Burn Training at the Morton Arboretum.
- Dave, Jay and I attended the Illinois Association of Conservation Districts seminar for 2 days. VERY nice to brainstorm with our "kindred spirits" and learn from each other!
- I continue in the training of Jay Teckenbrock to learn his post at Hoover. This will be a lengthy endeavor as said above; it takes a full year of all four Seasons to fully be trained. We are really feeling the pinch of less staff, I continue to re-structuring and juggle scheduling of all the various duties to adapt to sparse staff as needed to accommodate the demands of Hoover responsibilities required. Hoover demands a 24/7/365 schedule for the bunkhouses and Meadowhawk Lodge functions.

- I still have been quite busy making the arrangements/researching and assisting in all repairs, appts., ordering parts as needed for all the break downs that have been occurring!
- I have been doing the Lagoon H2O testing when required.
- I make the schedule and fill in where needed for all staff as needed to keep things running safe.
- I go wherever needed, whenever and for whatever is needed to keep things running safe and clean.
- We all are still adapting to the many changes and downsizing, this will take all 4 Seasons to get it organized and synchronized!

HOOVER:

- Mike Stone assists part time during the week. Chris Bazos and Jeannie Leland assist on weekends with overnight guests, "check ins and outs", camper needs, grounds maintenance and cleaning after guests depart the bunkhouses, along with miscellaneous duties that arise to keep things running.
- Jared Anderson closes and opens at Hoover. He also cleans at Hoover ½ a day on Monday.

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.

KENDALL COUNTY FOREST PRESERVE

MONTHLY REPORT – FEBRUARY 2016

RESERVATIONS / Responsibilities

Harris Forest Preserve

1 External - 50 guests

Guests: Family Birthday Party

Jay Woods, Richard Young and Subat Forest Preserves

0 External - 0 guests

Guests: Birthday Party

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

0 Internal events: 0 guests:

9 External events: 224 guests

Guests: Birthday Party

Scout Troops: T53, T507, T111, T41, T464, T35, T133, P332

Meadowhawk Lodge: 1 External events: 45 Guests

KC Emergency Management – TEEX Wide Area Search Course

KC Outdoor Education Center: Plano, Sandwich, Yorkville & outside groups.

Total Guests: 506

Historic Courthouse

Internal: 0 events – 0 guests

Guests:

External: 15 events – 306 guests

Guests: ROE: Truancy Hearing & Bus Driver Training

Weight Control Meetings

4H Meeting

KC Animal Control – Orientation Meeting

Forest Foundation

White Oak Homeowners Group

Wedding in Courtroom

KENDALL COUNTY FOREST PRESERVE
MONTHLY REPORT – FEBRUARY 2016

RESERVATIONS / Responsibilities

Responsibilities:

→ Director Assistance: I assist David Guritz on the Forest Preserve's meeting agenda's, meeting packets and the posting of these items on the website and building bulletin boards.

ReCPro Start Up: I have entered all 2016 reservations into the new system from Site Trak. All the summer camp programs have been entered, plus all Spring programs. Started entering Ellis riding lesson and program information, plus wedding information.

I have attached revenue reports generated from ReCPro for facility rentals, courthouse rentals and education programs for the month of February 2016.

Line Coding: I have been reviewing several line coding issues to ensure the correct code was used.

Worked with Kim Olson on time sheets and turning in the Payroll vouchers for the pay periods in February. Updated the part time hour's monthly report and sent to Glenn Campos.

Kim Olson & I worked together on Accounts Payables for the voucher periods in February. We went through all invoices and entered the vendor number and line item that was to be charged. I entered all vouchers into the system and printed out claims listing.

→ Education Program Registration: Received phone calls and e-mails regarding education programs. Summer camp registrations have been coming in and entered into RecPro. One of the Nature Quests' summer camp is completely full and have started a waitlist.

→ Field Trips: Entered 3 additional field trips. Received payments for the upcoming field trips.

→ Accounts Receivable: Entered all checks and cash received onto individual department spreadsheet. Keeping track of education program deposits for all programs, field trips, and Natural Beginnings and all shelter and bunkhouse rentals. Credit Card transaction deposit was completed and deposited.

→ 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.

Becky Antrim

Administrative Assistant / Reservation Coordinator

Facility Revenue - Summary Report

Receipt Dates: 2/1/2016 - 2/29/2016

03/09/2016 07:42 AM

Facility Category Forest Preserve

Facility	Room	Use Type	Revenue	Refund	Total
Hoover Forest Preserve	Blazing Star	Scout Outing	\$210.00		\$210.00
Hoover Forest Preserve	Kingfisher	Other	\$170.00		\$170.00
Hoover Forest Preserve	Kingfisher	Scout Outing	\$380.00		\$380.00
Hoover Forest Preserve	Moonseed	Retreat	\$520.00		\$520.00
Hoover Forest Preserve	Moonseed	Scout Outing	\$440.00		\$440.00
Hoover Forest Preserve	Meadowhawk Lodge	Other	\$187.50		\$187.50
Harris Forest Preserve	Shelter 1	Family Outing	\$50.00		\$50.00
Harris Forest Preserve	Shelter 2	Family Reunion	\$100.00		\$100.00
Harris Forest Preserve	Shelter 4	Birthday Party	\$50.00		\$50.00
Harris Forest Preserve	Shelter 4	Family Outing	\$70.00		\$70.00
Jay Woods Forest Preserve	Jay Woods	Other	\$50.00		\$50.00

Totals For Forest Preserve	\$2,227.50		\$2,227.50
Room Rental Totals	\$2,227.50		\$2,227.50



Facility Revenue - Summary Report

Receipt Dates: 2/1/2016 - 2/29/2016

03/09/2016 07:42 AM

Package	Revenue	Refund	Total
Shelter 1 & 4 - Harris Forest Preserve	\$125.00		\$125.00
Package Rental Totals	\$125.00		\$125.00
Grand Totals	\$2,352.50	\$0.00	\$2,352.50



Course Revenue - Summary Report

Winter 2015

03/09/2016 07:44 AM

Environmental Education

Public Programs

Course#	Course Title	Revenue	Actual Enroll	Max Enroll	% Full	Revenue Not Realized
17	Babes in the Woods - Animals in Winter	\$0.00	0	16	0%	\$80.00
18	Winter Night Hike	\$0.00	0	16	0%	\$160.00
19	Babes in the Woods: Everything Frozen	\$0.00	0	16	0%	\$80.00
20	Meet the Preserves - Richard Young	\$0.00	0	16	0%	\$80.00
21	Campfire and Pie	\$0.00	0	16	0%	\$160.00
22	Toddling Naturalist: Furs of Winter	\$0.00	6	16	38%	\$50.00
23	Sense of Adventure - Spring Break	\$60.00	1	16	6%	\$900.00
24	Junior Naturalist - Spring Break	\$60.00	1	16	6%	\$900.00
58	Babes in the Woods: Love the Earth	\$0.00	0	16	0%	\$80.00
59	Sweetheart's Hike	\$0.00	0	16	0%	\$160.00
60	Toddling Naturalists: All About Owls	\$15.00	11	16	69%	\$25.00
Totals For Public Programs		\$135.00	19	176	11%	\$2,675.00

School Programs

Course#	Course Title	Revenue	Actual Enroll	Max Enroll	% Full	Revenue Not Realized
7	Animals in Winter	\$0.00	0	1	0%	\$3.00
Totals For School Programs		\$0.00	0	1	0%	\$3.00
Totals For Environmental Education		\$135.00	19	177	11%	\$2,678.00
Grand Totals		\$135.00	19	177	11%	\$2,678.00

Course Revenue - Summary Report

Summer 2016

03/09/2016 07:44 AM

Ellis House

Summer Camp

Course#	Course Title	Revenue	Actual Enroll	Max Enroll	% Full	Revenue Not Realized
61-A	Pony 1 - Day Camp for Parents & Tots	\$0.00	0	12	0%	\$480.00
61-B	Pony 1 - Day Camp for Parents & Tots	\$0.00	0	12	0%	\$480.00
61-C	Pony 1 - Day Camp for Parents & Tots	\$0.00	0	12	0%	\$480.00
61-D	Pony 1 - Day Camp for Parents & Tots	\$0.00	0	12	0%	\$480.00
61-E	Pony 1 - Day Camp for Parents & Tots	\$0.00	0	12	0%	\$480.00
62-A	Pony 1 - Day Camp	\$0.00	0	12	0%	\$720.00
62-B	Pony 1 - Day Camp	\$60.00	1	12	8%	\$660.00
63	Pony 1 - Day Camp	\$60.00	1	12	8%	\$660.00
64-A	Pony 3-day Camp	\$0.00	0	12	0%	\$2,280.00
64-B	Pony 3-day Camp	\$0.00	0	12	0%	\$2,280.00
64-C	Pony 3-day Camp	\$0.00	0	12	0%	\$2,280.00
65-A	Pony 3-day Camp	\$0.00	0	12	0%	\$2,280.00
65-B	Pony 3-day Camp	\$0.00	0	12	0%	\$2,280.00
65-C	Pony 3-day Camp	\$0.00	0	12	0%	\$2,280.00
Totals For Summer Camp		\$120.00	2	168	1%	\$18,120.00
Totals For Ellis House		\$120.00	2	168	1%	\$18,120.00

Environmental Education

Public Programs

Course#	Course Title	Revenue	Actual Enroll	Max Enroll	% Full	Revenue Not Realized
41	Birthday Party: Hike and a Creek Walk	\$0.00	0	30	0%	\$4,500.00
Totals For Public Programs		\$0.00	0	30	0%	\$4,500.00

Summer Camp

Course#	Course Title	Revenue	Actual Enroll	Max Enroll	% Full	Revenue Not Realized
44	Wee Wonders Habitat Exploration -week of June 27th	\$90.00	3	16	19%	\$390.00
45	Wee Wonders of Water - week of July 18	\$90.00	4	16	25%	\$360.00
46-A	Animal Senses - Week of June 13	\$240.00	2	16	13%	\$1,680.00
46-B	Animal Senses - Week of June 27	\$0.00	0	16	0%	\$1,920.00
46-C	Animal Senses - Week of July 25	\$0.00	0	16	0%	\$1,920.00
47-A	Wet, Wetter, Wettest - week of July 11th	\$0.00	0	16	0%	\$1,920.00
47-B	Wet, Wetter, Wettest - week of July 18th	\$0.00	0	16	0%	\$1,920.00
47-C	Wet, Wetter, Wettest - week of Aug 1st	\$240.00	2	16	13%	\$1,680.00
48-A	Magic School Bus (half day) - w/o June 13	\$0.00	0	16	0%	\$1,920.00
48-B	Magic School Bus (half day) - w/o June 27	\$0.00	0	16	0%	\$1,920.00
49	Magic School Bus (full day) - w/o July 18	\$525.00	3	16	19%	\$2,275.00
50-A	Wild Kratts - week of July 11	\$0.00	0	16	0%	\$1,920.00
50-B	Wild Kratts - week of Aug 1	\$840.00	7	16	44%	\$1,080.00
51	Sunset Adventures - week of July 11	\$0.00	0	16	0%	\$1,920.00
52	Walk in the Wild - General Nature - w/o June 27	\$700.00	4	16	25%	\$2,100.00
53-A	Mad Science - week of June 13	\$0.00	0	16	0%	\$1,920.00
53-B	Mad Science - week of July 18	\$0.00	0	16	0%	\$1,920.00



Course Revenue - Summary Report

Summer 2016

03/09/2016 07:44 AM

Summer Camp

Course#	Course Title	Revenue	Actual Enroll	Max Enroll	% Full	Revenue Not Realized
54-A	HydroRock! - week of June 20	\$0.00	0	16	0%	\$1,920.00
54-B	HydroRock! - week of Aug 1	\$240.00	2	16	13%	\$1,680.00
55-A	Adventure Road - week of June 13	\$0.00	0	10	0%	\$1,750.00
55-B	Adventure Road - week of Aug 1	\$1,050.00	7	10	70%	\$525.00
56-A	Follow the Fox - week of June 20	\$0.00	0	16	0%	\$3,120.00
56-B	Follow the Fox - week of July 25	\$585.00	4	16	25%	\$2,340.00
57-A	Nature Quest - week of June 27	\$1,950.00	16	16	100%	\$0.00
57-B	Nature Quest - week of July 11	\$520.00	4	16	25%	\$1,560.00
Totals For Summer Camp		\$7,070.00	58	388	15%	\$41,660.00
Totals For Environmental Education		\$7,070.00	58	418	14%	\$46,160.00
Grand Totals		\$7,190.00	60	586	10%	\$64,280.00

Course Revenue - Summary Report

Spring 2016

03/09/2016 07:45 AM

Environmental Education

Public Programs

Course#	Course Title	Revenue	Actual Enroll	Max Enroll	% Full	Revenue Not Realized
23	Sense of Adventure	\$0.00	0	16	0%	\$960.00
24	Junior Naturalist	\$0.00	0	16	0%	\$960.00
25	Toddling Naturalist - Wigglin' Worms	\$10.00	4	16	25%	\$60.00
26	Babes in the Woods - Arts & Crafts	\$10.00	2	16	13%	\$70.00
27	Maple Syrup Program	\$0.00	8	50	16%	\$840.00
28	Toddling Naturalist - Maple Syrup Making	\$10.00	4	16	25%	\$60.00
29	Babes in the Woods - Waking up Spring	\$0.00	0	16	0%	\$80.00
30	Toddling Naturalist - Earth Day Celebration	\$0.00	2	16	13%	\$70.00
31	Babes in the Woods - Earth Day Celebration	\$0.00	0	16	0%	\$80.00
32	Wildflower Walk	\$0.00	0	16	0%	\$80.00
33	Toddling Naturalist - Awesome Amphibians	\$0.00	2	16	13%	\$70.00
34	Babes in the Woods - Insect Explorers	\$0.00	0	16	0%	\$80.00
Totals For Public Programs		\$30.00	22	226	10%	\$3,410.00
Totals For Environmental Education		\$30.00	22	226	10%	\$3,410.00
Grand Totals		\$30.00	22	226	10%	\$3,410.00

To: Kendall County Forest Preserve District Board of Commissioners

From: David Guritz, Director

RE: Stephanie's Garden – Hoover Nature Play Space Updates

Date: March 9, 2016

On February 22, the District hosted a meeting of the Stephanie's Garden stakeholder's group that has been working to coordinate the design and installation of play elements at Hoover Forest Preserve.

During the meeting, guidelines for planning and executing phased development of the Nature Play Space were discussed. Outcomes included:

1. Commission pre-approval will be requested for each phase of work planned.
2. The Forest Foundation will be consulted for approval to accept monetary donations and acknowledge donations of construction materials. Donations will continue to be tracked in a separate fund held by the Foundation.
3. Upland Design will be consulted to assist with defining the scope of work for each phase, and identifying ADA requirements, with the stakeholder's group raising funds to complete construction drawings when needed/required.
4. Once the defined scope of work for each construction phase is approved by Commission, District staff will work to secure required permits for each phase of work.

The stakeholder's group is requesting Commission approval to implement first-phase design and construction of the Nature Play Space area.

Specifically, this first phase will include the following elements:

1. Completion of an outdoor "mud kitchen."
 - a. Volunteers will design and build the mud kitchen meeting ADA counter height and under-counter space code requirements.
 - b. Upland Design will provide a sample specification to extend a service line from the Hoover water main to the mud-kitchen area, which will include teeing off a second line for a future water-play element.
 - c. The mud kitchen will be build over a concrete pad with floor and sink drainage that will be 'daylighted' into the lower elevation swale area.
 - d. Mud kitchen materials will be designed to withstand weather and heavy use.

- e. Valve materials will control water flow to insure that water is supplied on-demand with automatic shut-offs, with winter shut-offs that will drain the service line below the frost line.
- 2. Completion of ADA access pathways to the mud kitchen
- 3. Enhancement of the swale drainage area with native plant materials

Representatives from the stakeholder's group will be present at the Committee of the Whole meeting to respond to questions from Commission.

ORDINANCE NO. 16-03-003

AUTHORIZING THE EXECUTION OF A LICENSE AGREEMENT BETWEEN THE KENDALL COUNTY FOREST PRESERVE DISTRICT AND SUNRISE CENTER, INC. – SUNRISE CENTER NORTH FOR THE OPERATION OF A THERAPEUTIC RIDING PROGRAM AT ELLIS HOUSE AND EQUESTRIAN CENTER

WHEREAS, the Kendall County Forest Preserve District ("DISTRICT") owns certain property at Baker Woods Forest Preserve in Kendall County commonly known as the Ellis House and Equestrian Center; and

WHEREAS, there is located on said property buildings and improvements commonly known as the Ellis House, Ellis Stable and Indoor Riding Arena, Outdoor Riding Arena, Fenced Feed Lot and Pastures, and Storage Barn; and

WHEREAS, the DISTRICT desires to accommodate the operation of Sunrise Center, Inc. - Sunrise Center North's ("LICENSEE") therapeutic riding program for individuals with disabilities; and

WHEREAS, due to its limited resources, the DISTRICT has determined that the most efficient and cost-effective manner of operating a therapeutic riding program is through the licensing of an outside organization; and

WHEREAS, LICENSEE is a not-for-profit 501(C)3 charitable organization incorporated for the specific purpose of providing therapeutic equestrian activities for individuals with disabilities; and

WHEREAS, pursuant to the Downstate Forest Preserve District Act (70 ILCS 805/7b) the DISTRICT is authorized to issue a license for any activity reasonably connected with DISTRICT purposes; and

WHEREAS, the DISTRICT and LICENSEE desire to establish a relationship with respect to the operation of a therapeutic riding program at the Ellis House and Equestrian Center as provided for herein.

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

1. The recitals set forth above are incorporated herein and made part hereof.
2. The President is hereby authorized to sign, and the Secretary is hereby directed to attest to, the agreement attached hereto and made a part hereof as Exhibit 1 entitled "A License Agreement for the Operation of a Therapeutic Riding Program at Ellis House and Equestrian Center."
3. The Executive Director is hereby delegated the responsibility of carrying out the terms of said License Agreement.
4. The Secretary is hereby directed to transmit a certified copy of this Ordinance to the Executive Director, and Board of Trustees of Sunrise Center, Inc. –

Sunrise Center North, to the attention of Kris Mondrella, 23061 South Thomas
Dillon Drive, Channahon, IL 60410.

PASSED AND APPROVED by the President and Board of Commissioners of the
Kendall County Forest Preserve District this 15th day of March, 2016.

APPROVED: _____

President

ATTEST: _____

Secretary

EXHIBIT 1

A LICENSE AGREEMENT FOR THE OPERATION OF A THERAPEUTIC RIDING PROGRAM AT ELLIS HOUSE AND EQUESTRIAN CENTER

THIS LICENSE AGREEMENT is made and entered into by and between the KENDALL COUNTY FOREST PRESERVE DISTRICT, ILLINOIS, a body corporate and politic, hereinafter referred to as the "DISTRICT," and SUNRISE CENTER, INC. – SUNRISE CENTER NORTH, an Illinois not-for-profit corporation, hereinafter referred to as the "LICENSEE."

WITNESSETH:

WHEREAS, the DISTRICT owns certain property in Kendall County at Baker Woods Forest Preserve commonly known as the Ellis House and Equestrian Center; and,

WHEREAS, there is located on said property buildings and improvements commonly known as the Ellis House, Ellis Stable and Indoor Riding Arena, Outdoor Riding Arena, Fenced Feed Lot and Pastures, and Storage Barn; and,

WHEREAS, the DISTRICT desires to accommodate the operation of the LICENSEE'S therapeutic riding program for individuals with disabilities; and,

WHEREAS, due to its limited resources, the DISTRICT has determined that the most efficient and cost-effective manner of operating a therapeutic riding program is through the licensing of an outside organization; and,

WHEREAS, LICENSEE is a not-for-profit 501(C)3 charitable organization incorporated for the specific purpose of providing therapeutic equestrian activities for individuals with disabilities; and,

WHEREAS, pursuant to the Downstate Forest Preserve District Act (70 ILCS 805/7b) the DISTRICT is authorized to issue a license for any activity reasonably connected with DISTRICT purposes; and,

WHEREAS, the DISTRICT and LICENSEE desire to establish a relationship with respect to the operation of a therapeutic riding program at the Ellis House and Equestrian Center as provided for herein.

NOW, THEREFORE, in consideration of the mutual promises, terms, and conditions set forth herein, the parties agree as follows:

1.00 LICENSE GRANTED

1.01 Purpose: Except as otherwise provided in Section 4.05, LICENSEE, as the DISTRICT's exclusive licensee, is hereby authorized to operate a therapeutic riding program as defined in Section 1.02 for furthering the purposes and objectives of the DISTRICT. This Agreement grants only a contractual license to use the Subject Property under the terms and conditions state herein. Further, the rights granted by DISTRICT herein shall vest only in LICENSEE and no such rights shall vest in any of LICENSEE'S employees, agents, subcontractors or

partners, if any. Nothing in this Agreement shall be construed to convey to Licensee any legal or equitable interest in the Subject Property containing the LICENSED PREMISES.

1.02 Licensed Premises: The LICENSED PREMISES shall consist of exclusive rights and use of four of eight horse stalls and a tack and equipment storage area at the Ellis Stable, including shared and scheduled access and use of the attached Indoor Arena within the access limits set forth in Sections 2.04 and 2.05, access and use of the Outdoor Arena, Fenced Feed Lot and Pasture Areas; access and use of the Storage Barn within the limits set forth in Sections 2.04 and 2.05; access and use of the Ellis House Reception Area and Classroom within the limits set forth in Sections 2.04 and 2.05; and discounted use of the Ellis House and Event Tent subject to the limits set forth in Sections 2.04 and 2.05. LICENSEE acknowledges that all areas are shared use and subject to modification with advance notice as described in Section 4.05.

1.03 License Fees and Charges: During this fiscal year (December 1, 2015 to November 30, 2016) LICENSEE shall pay the DISTRICT a monthly license fee of one thousand five hundred dollars (\$1,500.00) on the first day of each month, commencing upon the relocation of the program to Ellis House and Equestrian Center, which is to take place on or after April 1, 2016 and before July 1, 2016. Relocation is defined as the date that the LICENSEE'S horses are relocated to Ellis House and Equestrian Center. The LICENSEE'S first fee payment shall be prorated based on the actual date of relocation for the first month.

Beginning at the start of the next fiscal year (December 1, 2016 to November 30, 2017) the LICENSEE shall pay the DISTRICT a monthly license fee of one thousand six hundred dollars (\$1,600.00) on the first day of each month, for the remainder of the License term.

1.04 Use of Parking Areas, Entry Drives and Trails: Licensee shall have the right to utilize the main parking area adjacent to Ellis House, including access to ADA parking stalls, and the overflow gravel lot for staff, volunteer and program participant parking. Additionally, LICENSEE shall have the right to use the limestone surfaced trails for horse riding and conditioning of horses.

1.05 Condition of the Licensed Premises: The LICENSEE has inspected the LICENSED PREMISES and structures prior to signing this Agreement and accepts the conditions of these "as is" and in the condition they exist as of the date of the Agreement, and further agrees to make no demands on the DISTRICT for any improvements, modifications or alterations.

DISTRICT agrees to work with the LICENSEE to install an ADA compliant surface for providing access to the LICENSEE'S ADA access ramp to be located within the Indoor Arena, and to work with the LICENSEE to retrofit and enclose a tack and equipment storage area within the main stable. LICENSEE shall pay the DISTRICT for the direct supply costs for constructing said improvements, subject to LICENSEE'S preapproval of project expenses.

1.06 Term: This Agreement shall be for the term of thirty two (32) months commencing from the date of execution of his agreement and ending upon November 30, 2018. LICENSEE may, subject to written approval of the DISTRICT, renew this agreement for an additional three-year term, provided that LICENSEE serves written notice thereof on the DISTRICT'S Executive Director at least 90 days prior to the expiration of the original term. This Agreement and terms, including annual License fees, will be reviewed on an annual basis, with any proposed amendments subject to approval in writing by the DISTRICT'S Board of Commissioners and the LICENSEE'S Board of Trustees.

2.00 LICENSEE RIGHTS

2.01 Coordination and Scheduling: LICENSEE shall have the exclusive responsibility for scheduling all LICENSEE activities on the LICENSED PREMISES. If LICENSEE wishes to conduct a program that extends beyond the established carrying capacity, LICENSEE shall obtain a Special Use Permit from the DISTRICT.

2.02 Horse Care: The DISTRICT shall be required to stall-feed daily supplements and grain to LICENSEE horses six days per week, each and every week, Tuesday through Saturday, and Sunday evenings. The LICENSEE shall extend horse care and feeding of all DISTRICT and LICENSEE horses on Sunday mornings and Mondays of each week, each and every week, with this schedule subject to modification in coordination with Ellis House and Equestrian Center horse care staff members.

The DISTRICT shall provide stall boarding with daily pasture and/or feed lot turnout for pasture grass and/or grass hay feeding subject to weather and ground conditions and at the discretion of the DISTRICT and LICENSEE. The DISTRICT shall provide grass hay for feeding from its hayfield harvest stores. The LICENSEE shall pay for all required grain and supplements for its four horses, and the DISTRICT shall pay for all required grain and supplements for its four horses.

The DISTRICT is responsible for insuring that water is available at all times to the LICENSEE'S horses. The DISTRICT will check to insure water supplies are adequate twice daily Tuesdays through Sundays, and on Mondays with advanced notice where the DISTRICT is covering horse care responsibilities for the LICENSEE.

LICENSEE horses will be stalled during overnight hours, with the DISTRICT providing sufficient stall shavings at the DISTRICT'S cost subject to the LICENSEE'S care instructions. The DISTRICT shall clean the LICENSEE'S assigned stalls once daily Tuesday through Sunday of each week, replacing stall shavings as needed per instructions from the LICENSEE.

The LICENSEE and the DISTRICT shall cooperatively arrange and schedule for routine veterinary and farrier care services, as it is understood that the LICENSEE and DISTRICT will recognize cost efficiencies from reducing scheduled visits. The DISTRICT and the LICENSEE shall each pay veterinary

and farrier costs incurred for the horses owned by each entity separately, and professional service providers shall be directed to bill each entity separately. Any visits beyond routine appointments will be scheduled and paid in full separately by each entity for its owned horses.

2.03 Horse Use in Programs: The LICENSEE and the DISTRICT agree to extend shared use of horses to support each entity's program services. Shared use shall be determined based on suitability for use and exchange within programs, with the understanding that the capacity of both programs will benefit from the exchange. The LICENSEE may limit access and use of LICENSEE horses should LICENSEE horse behavior or health issues warrant limiting of program exchanges. The DISTRICT may limit access and use of DISTRICT horses should DISTRICT horse behavior or health issues warrant limiting of program exchanges. LICENSEE may elect to extend training to DISTRICT horses in order to improve behavior and program suitability.

2.04 Monthly Schedule: LICENSEE and the DISTRICT will cooperate with coordination of a shared schedule of activities and programs to be held on the LICENSED PREMISES in order to enable the DISTRICT and LICENSEE to schedule and coordinate all program activities and events, as well as perform necessary maintenance, construction, and ensure site security of DISTRICT facilities. Each month's schedule shall be posted to both the stable schedule organizer and DISTRICT'S master calendar updated in real time as reservations are scheduled. Any changes to the schedule which will impact the DISTRICT staff and programs, or the LICENSEE'S staff and programs shall be immediately conveyed in writing to the DISTRICT'S Equestrian Program Coordinator and Farm Manager, and the LICENSEE'S program coordinator.

2.05 Use Limits: LICENSEE may accept program reservations for use of the LICENSED PREMISES up to 6-months prior to the program delivery date on a rolling calendar basis. LICENSEE shall avoid scheduling programming during afternoon hours where weddings or other large events are scheduled. LICENSEE peak program activity is Sunday and Monday of each week, with a limited number of additional sessions scheduled on Tuesdays, Wednesdays, and Thursdays.

During the winter months where Indoor Arena use is shared, and during the summer months where Outdoor Arena use is shared (or the Indoor Arena in case of inclement weather), the DISTRICT and LICENSEE will split the arena in use into two equal areas, and the DISTRICT will limit scheduling to no more than two lesson students for participation at any one time.

LICENSEE will limit accepting reservations year-round on those dates where the DISTRICT has scheduled a birthday party or summer camp program where it is understood that the DISTRICT may have need for use of up to two of the LICENSEE'S horses to support its summer camp program subject to the provisions outlined in Section 2.03.

LICENSEE shall have the usage of the facility for all of their current riding clients, including those that are not involved in the therapeutic riding program. However, any new clients/riders that are seeking lessons or riding in the future, and who are not in the therapeutic riding program, shall be referred to the DISTRICT for such services.

2.06 Licensee Staff and Volunteer Access: LICENSEE shall have access to LICENSED PREMISES at all times during the LICENSEE'S programs. The LICENSEE is fully responsible for, and assumes full liability for its paid employees, staff, volunteers and patrons during all scheduled use of the LICENSED PREMISES during its therapeutic riding sessions, programmed use of facilities, and support of horse care operations and maintenance.

2.08 Improvements: LICENSEE may, at its expense, make or construct or cause to be constructed, alterations, repairs or other improvements to the LICENSED PREMISES, provided written approval is first obtained from the DISTRICT'S Board of Commissioners. Absent a written agreement to the contrary, LICENSEE shall not be entitled to reimbursement of the value of any improvements made to the LICENSED PREMISES.

2.09 Caterers: When a caterer is to be utilized by LICENSEE, LICENSEE shall be responsible for selecting a caterer from the Ellis House Approved Caterer's List and/or selecting a caterer that both qualifies for, and submits an application for enrollment in the District's Approved Caterers' program.

2.10 Licensee Staff: LICENSEE shall employ sufficient paid staff and unpaid volunteers to operate and manage the LICENSEE'S program, and shall discipline any employee or volunteer whose conduct or activity shall, in the reasonable exercise of discretion, be deemed as detrimental to the interest of the public utilizing the LICENSED PREMISES. The DISTRICT shall also have the authority to remove any employee or volunteer from the LICENSED PREMISES in their sole discretion whenever the Executive Director determines such action to be in the DISTRICT'S best interest. The DISTRICT will make a reasonable attempt to contact the LICENSEE upon taking such action. A/so see Section 2.06.

2.11 Sales: LICENSEE may sell items appropriate to its programs and events in accordance with the guidelines of the DISTRICT, and may charge admission or service fees for its programs and functions held on the LICENSED PREMISES. Unless specifically authorized by the DISTRICT, no other group or individual utilizing the LICENSED PREMISES shall be allowed to sell any goods or items other than food or non-alcoholic beverages, nor may they charge the public any entrance, admission or service fees without the written approval of the DISTRICT.

2.12 Prices: LICENSEE shall at all times maintain fair and reasonable prices and make available to the DISTRICT and public a complete list of the prices for all goods and services, or combinations thereof, supplied to the public on or from the LICENSED PREMISES. LICENSEE shall establish its prices on

the basis of the following considerations; (1) that the License is intended to serve the needs of the public at fair and reasonable cost; (2) comparability with prices charged in the Kendall County area for similar goods or services; and (3) the reasonableness of the prices charged in view of the cost of providing the goods and services in compliance with the obligations assumed by the LICENSEE under this agreement.

2.13 [Section Deleted]

2.14 Fixtures: LICENSEE shall not install any fixtures on the LICENSED PREMISES without the written approval of the DISTRICT'S Executive Director. As used in this Agreement, "fixture" means any item or article which is permanently attached to the LICENSED PREMISES, or which is attached in such a manner that its removal would result in substantial damage to the LICENSED PREMISES. All fixtures installed by LICENSEE shall become the property of the DISTRICT. LICENSEE shall not be entitled to reimbursement for the value of any fixture installed on the LICENSED PREMISES.

2.15 Signs: LICENSEE may erect a sign it determines necessary for the operation of LICENSED PREMISES, but only if prior written approval therefor is obtained from the DISTRICT'S Executive Director. LICENSEE shall pay the costs related to the installation and maintenance of any sign. In addition, LICENSEE may display temporary signs for the sole purpose of identifying the location of and direction to the event, provided that the signs shall not be larger than 24" X 30" and shall be removed immediately upon the conclusion of the event. No temporary sign shall contain any political or commercial advertisement or endorsement.

2.16 Security Devices: LICENSEE may, at its expense, install any legal security system or equipment designed for the purpose of protecting LICENSEE'S property (fixtures/personal property) from theft, burglary, vandalism, smoke or fire, provided written approval for installation is first obtained from the DISTRICT'S Executive Director. Expenses for maintaining or repairing any such system or equipment, or any false alarm charges related thereto, shall be paid by the LICENSEE. LICENSEE shall not be responsible for any expense of any legal security system or equipment installed by the DISTRICT or designed for the purpose of protecting the DISTRICT'S property from smoke, fire, or theft.

3.00 LICENSEE RESPONSIBILITIES

3.01 Compliance with Laws: LICENSEE shall comply with all applicable municipal, County and DISTRICT ordinances, state and federal laws and regulations, and all DISTRICT rules and regulations now in force or hereafter promulgated. LICENSEE shall obtain from the appropriate regulatory authority all necessary permits or licenses prior to beginning the construction of any improvements permitted under Section 2.08.

3.02 Trade Fixtures and Personal Property: LICENSEE shall provide such trade fixtures, equipment, riding implements, and other items as are required to properly operate LICENSEE programs. Within 14 days following the expiration of

this Agreement, LICENSEE shall remove all trade fixtures, equipment, implements and other items from the LICENSED PREMISES, excluding such fixtures or improvements for which removal would damage or adversely impact DISTRICT grounds and buildings.

If LICENSEE fails to remove its fixtures, equipment, and other implements within said 14-day period, all right, title, and interest in and to such fixtures, equipment, and other implements shall vest in the DISTRICT. In addition, the DISTRICT may charge the LICENSEE for the cost of removing any fixtures, equipment, or other implements from the LICENSED PREMISES.

In the event the DISTRICT terminates this Agreement as a result of default by LICENSEE, the DISTRICT may retain such fixtures, equipment, or other implements on the LICENSED PREMISES as is necessary, in the DISTRICT'S discretion, to mitigate any damages caused by the LICENSEE, and such fixture, equipment or implements shall become the property of the DISTRICT. If the DISTRICT elects not to retain any fixtures, equipment or implements, LICENSEE shall remove same from the LICENSED PREMISES within 30 days after the DISTRICT serves written notice of said election. If LICENSEE fails to remove its trade fixtures, equipment, and implements within the 30-day period, all right, title, and interest in and to such fixtures, equipment, and implements shall vest in the DISTRICT. In addition, the DISTRICT may charge LICENSEE for the cost of removing any fixtures, equipment, implements or other items from the LICENSED PREMISES.

3.03 Temporary Structures: LICENSEE may place temporary structures on the grounds of the LICENSED PREMISES. As used herein, temporary structures include, but are not limited to, tents, portable stages, tables, booths, bleachers, inflatables, electrical power sources, water services and communication equipment. All temporary structures shall be located in such a manner as to have the least impact on the ground and shall be removed within a reasonable time following the conclusion of a particular function. Any temporary structure that requires staking or digging shall require a proper underground utility survey. The DISTRICT reserves the right to restrict location of temporary structures if damage has occurred or where the DISTRICT determines in its sole discretion that the temporary structure is not appropriate for a location based on environmental, natural resource, or safety considerations.

3.04 Damage to District Property: LICENSEE shall be responsible for any damage to LICENSED PREMISES as a result of LICENSEE activities including, but not limited to, turf and ornamental landscape features, walls, floors, stairways, planters, underground utilities, and to the interiors or exteriors of buildings.

3.05 Payment and Collection of Taxes: LICENSEE shall collect and pay any sales tax or other required taxes in connection with the operation of the LICENSEE'S programs.

3.06 Disorderly Persons: LICENSEE shall not allow any disorderly person to remain on the LICENSED PREMISES.

3.07 Illegal Activities: LICENSEE shall not permit any illegal activity to be conducted upon the LICENSED PREMISES or on any other DISTRICT property and shall promptly notify the Kendall County Sherriff's Office through KenCom to assist in the removal of disorderly persons if necessary.

3.08 Habitation: The LICENSED PREMISES shall not be used as a living quarters for LICENSEE paid staff or volunteers.

3.09 Promotion: LICENSEE shall be responsible for promoting the LICENSEE'S programs to the general public. The DISTRICT and LICENSEE will support opportunities to cross-promote services including, but not limited to website content and information linkages, electronic newsletter features, annual reports, newspaper media, and social medial channels. The DISTRICT and LICENSEE will support joint opportunities to raise funds needed for operations and capital improvements, with fundraising plans subject to approval by both the DISTRICT'S Board of Commissioners and LICENSEE'S Board of Trustees.

3.10 Custodial Maintenance and Horse Care: LICENSEE shall be responsible for supporting the maintenance and horse care of the Ellis House and Equestrian Center in a reasonably clean, safe and sanitary condition and for performing normal custodial maintenance before and following LICENSEE programs, including, but not limited to, sweeping of the barns and walkways, cleanup of tack and equipment, removal of manure from stalls, feed lot, and pasture areas, and reporting any needed maintenance to buildings and grounds to the DISTRICT. Specific horse care responsibilities are detailed in Section 2.02.

3.11 Sanitation: LICENSEE shall be responsible to support the maintenance of the Ellis House and Equestrian Center in a clean and sanitary condition. LICENSEE shall not permit any debris, refuse, offensive matter or substance constituting a health or fire hazard to remain or accumulate on the LICENSED PREMISES. The DISTRICT will provide the LICENSEE with access to facility dumpsters for trash and recycling, and access to the manure pile. In no event shall refuse be permitted to overflow from the dumpsters or from any receptacle furnished by the DISTRICT.

3.12 Outdoor Articles: LICENSEE shall, at its own expense, move outdoor articles such as, but not limited to, picnic tables, lawn furniture, portable stages or bleachers, tents, or portable toilets, in order to permit the DISTRICT to maintain the turf grounds of the Ellis House and Equestrian Center premises. The DISTRICT shall reasonably accommodate the needs of the LICENSEE in scheduling turf, grounds, and arena area maintenance.

3.13 Botanical Exhibits: Any LICENSEE plans for all horticultural improvements shall be approved by the DISTRICT'S Executive Director prior to installation.

3.14 Accounting and Financial Reporting: LICENSEE shall maintain books and records of the LICENCEE'S programs in conformity with generally accepted

accounting principles so as to present fairly and accurately the financial position and results of operating the LICENSEE program.

The books and records maintained shall consist of:

- a. Books of original entry, such as cash receipts;
- b. An accounting of expenditures prepared in a businesslike manner with approved documentation for each expenditure; and
- c. Documentation required to verify payment of applicable state, federal and local taxes, such as, but not limited to, tax returns.

LICENSEE also shall provide the DISTRICT with an annual accounting report or audit. This report shall be furnished in a timely and businesslike manner, and shall include a management letter delivered to the DISTRICT'S Executive Director. All records and systems shall be available to the DISTRICT for inspection at any time during the term of the Agreement.

3.15 Days and Hours of Operation: LICENSEE shall make all reasonable attempts to schedule LICENSEE programs within this Agreement during the day and evening hours for year-round use on a seven day per week basis. The general use periods for any program day shall not begin earlier than 6:00 am, or end later than 11:00 pm. Any exceptions to the use hours must be approved in advance by Special Use Permit from the DISTRICT. LICENSEE shall also publish public phone numbers and email addresses in order to provide telephone answering service during staffed and non-staffed hours, and shall promptly respond to all public phone inquiries within 72 hours.

During the hours when preserves are normally closed (beginning one hour after sunset and ending one hour after sunrise), all areas not part of the Ellis House and Equestrian Center LICENSED PREMISES shall be closed to the LICENSEE'S patrons, staff and volunteers unless otherwise allowed by a Special Use Permit from the DISTRICT.

3.16 Utility and Service Charges: LICENSEE shall be responsible for providing and paying for its telephone and internet (email) services used to conduct the business of LICENSEE'S programs. In addition, LICENSEE shall be responsible for paying for any and all utility services beyond base services to be covered by the DISTRICT, with base services covered including water, electric, DISTRICT phone, security (other than those procured pursuant to Section 2.16 above) and fire monitoring, natural gas, and electricity. Any additional utility and telephone service extended shall be in the LICENSEE'S name. LICENSEE hereby waives any and all claims against the DISTRICT for compensation for loss or damage caused by any defect, deficiency or impairment of any utility, water supply, drainage, waste, septic, heating or gas system, or in any electrical apparatus or wire serving the LICENSED PREMISES.

3.17 Safety: LICENSEE shall be solely responsible for the safety of all LICENSEE paid employees, volunteers, and patrons utilizing the LICENSED PREMISES and for ensuring that the LICENSED PREMISES are maintained at all times in a reasonably safe condition during all LICENSEE programs. LICENSEE

shall promptly correct any unsafe condition or practice under its control and shall promptly notify the DISTRICT of any such condition under the DISTRICT'S control. Until the unsafe condition or practice is corrected, the affected area shall be closed to the public. LICENSEE shall make reasonable efforts to obtain emergency medical care for any person requiring such care as a result of illness or injury occurring on the LICENSED PREMISES during LICENSEE programs and maintenance support activities. LICENSEE shall also use its best efforts to fully cooperate with the DISTRICT in the investigation of any illness, injury, or death occurring on the LICENSED PREMISES, including providing prompt written reports thereof to the DISTRICT'S Executive Director.

3.18 Payment of Taxes: The rights granted herein to the LICENSEE may be subject to real property or leasehold taxation or other assessment and the DISTRICT makes no claims as to the tax status of the Subject Property. As required by 35 ILCS 200/15-15 of the Illinois Property Tax Code, the DISTRICT will file a copy of the Agreement and a complete description of the LICENSED PREMISES with the assessment officer. In the event the LICENSED PREMISES should be assessed and taxed pursuant to 35 ILCS 200/15-15, at any time during the term of this License, it shall be the obligation of the LICENSEE to pay such taxes as are incurred during that term. At the termination of this Agreement, LICENSEE shall pay all taxes incurred, though not yet due and owing. Any such taxes shall be prorated to parallel the License term.. LICENSEE shall pay, before delinquency, all taxes, assessments, fees or charges which at any time may be levied by the state, county or tax or other assessment-levying body upon the LICENSED PREMISES or LICENSEE'S rights therein.

3.19 Cooperation: LICENSEE acknowledges that the DISTRICT may, from time to time, construct improvements, alterations or additions to the LICENSED PREMISES. The construction work will be scheduled at a time that is mutually satisfactory to the parties. LICENSEE shall cooperate with the DISTRICT in the event the construction affects LICENSEE'S use of the LICENSED PREMISES by vacating and removing from any affected area all personal property and trade fixtures as required by construction. LICENSEE further agrees to cooperate with the DISTRICT with respect to the DISTRICT'S responsibility for repair and maintenance under Section 5.02 by removing any personal property or trade fixtures necessary in order for the DISTRICT to perform such repair and maintenance.

4.00 DISTRICT RIGHTS

4.01 Use of Licensed Premises: The DISTRICT shall have the right to access and utilize the LICENSED PREMISES at all times for its own purposes, including, but not limited to, to support DISTRICT operations, perform daily horse care responsibilities, to perform routine maintenance, and to ensure public safety. The DISTRICT shall participate in joint scheduling of the Indoor Arena and Outdoor Arena so as not to unreasonably interfere with the LICENSEE'S planned and scheduled program activities, and LICENSEE shall participate in joint scheduling of the Indoor Arena and Outdoor Arena so as not to unreasonably interfere with the

DISTRICT'S planned and scheduled program activities. LICENSEE base access rights to the Indoor and Outdoor Arena are detailed in Section 2.05.

4.02 District Improvements: The DISTRICT may construct additions, alterations, repairs, or other improvements to the LICENSED PREMISES, in which case LICENSEE shall cooperate with the DISTRICT as required under Section 5.02. In making the improvements, the DISTRICT will make every reasonable effort to avoid unnecessary destruction of or injury to the trees, shrubs, turf, buildings, or other landscaping on the LICENSED PREMISES. In the event construction of a particular improvement materially interferes with the operation of the LICENSED PREMISES or LICENSEE programs, as determined by the DISTRICT, LICENSEE shall suspend Licensed operations and vacate the premises, but the terms of the Agreement shall continue in full force and effect, with the exception that the LICENSEE shall not be required to pay the license fee during the suspension period. LICENSEE shall resume full and complete operation of the LICENSEE programs within 14-days following written notice from the DISTRICT'S Executive Director that the LICENSED PREMISES are free of construction debris and in operable condition.

4.03 Right of Entry: Any officer, employee or agent of the DISTRICT may enter upon the LICENSED PREMISES at any and all reasonable times for the purpose of determining whether the LICENSEE is complying with the terms and conditions of this Agreement, and for any other purpose incidental to the rights of the DISTRICT under this Agreement. In the event of an unauthorized abandonment, vacation or discontinuance of License operations, LICENSEE hereby irrevocably authorizes the DISTRICT'S officers and employees thereof to (1) take possession of the LICENSED PREMISES, including all improvements, equipment, implements, fixtures, inventory and personal property thereon; (2) remove any and all persons or property on the LICENSED PREMISES and place such property in storage at the expense of LICENSEE; (3) license or sub-license the LICENSED PREMISES; and (4) after payment of all expenses arising from such licensing or sub-licensing, apply payment realized therefrom to the satisfaction or mitigation of all damages arising from LICENSEE'S breach of this Agreement. Entry by the DISTRICT upon the LICENSED PREMISES for the purpose of exercising authority herein as agent of LICENSEE shall be without prejudice to the exercise of any other rights provided for herein, including, but not limited to those within Section 3.02 or by law to remedy a breach of this Agreement.

4.04 Easements: The District reserves the right to establish, grant, or utilize utility easements or right-of-way over, under, along and across the LICENSED PREMISES for all lawful purposes to and from any portion of the Baker Woods Forest Preserve which includes the Ellis House and Equestrian Center, provided that the DISTRICT shall exercise such rights in a manner which, if possible, will minimize interference with the operation of the LICENSED PREMISES.

4.05 Modification of Licensed Premises: LICENSEE acknowledges that the DISTRICT reserves the right to modify the boundary of the LICENSED PREMISES

if it is determined to be in the public's best interest. LICENSEE shall cooperate with the DISTRICT concerning any modification to the LICENSED PREMISES.

5.00 DISTRICT OBLIGATIONS

5.01 Certificate of Occupancy and Warranties: The DISTRICT shall maintain a certificate of use and occupancy for the LICENSED PREMISES from the appropriate building authority. The District makes no warranties, either expressed or implied, with respect to the LICENSED PREMISES.

5.02 Repair and Maintenance: The DISTRICT shall be responsible for all repairs and maintenance (other than those specified in Section 2.08 and provisions of Section 3) to the LICENSED PREMISES. The DISTRICT will repair any interior damage caused by defects or failures in the LICENSED PREMISES, excluding damage to the facility caused by LICENSEE and fixtures (if any), personal property or implements installed or stored by the LICENSEE. The DISTRICT shall maintain the grounds of the Ellis House and Equestrian Center.

5.03 [Section Deleted]

5.04 Facilities Access: The DISTRICT will provide the LICENSEE with keys for accessing the Ellis House reception and classroom areas (only); Ellis Stable; and Storage Barn. LICENSEE will be responsible for ensuring that facilities and pastures are securely locked before and following each access and use. All doors, with the exception of the Ellis Stable, are to be locked at all times when not occupied by LICENSEE'S paid staff and volunteers.

6.00 HOLD HARMLESS AND INDEMNIFICATION

6.01 Personal Injury, Death, or Property Damage-Indemnification by LICENSEE: LICENSEE shall defend with counsel of the DISTRICT'S own choosing, save, indemnify, keep and hold harmless the DISTRICT and all of its elected officials, past, present and future Commission members, officers, servants, agents, and employees from all damages, suits, liabilities, causes of action, costs and expenses, in law or equity, including costs of suit and reasonable attorney and expert witness fees, that may at any time arise or be claimed by any person, including the agents, servants, employees, or contractors of the LICENSEE and/or the DISTRICT, on account of any loss, damage, personal injury, sickness, death or property damage ("Claims") arising out of the LICENSEE'S rights, responsibilities or actions under this Agreement when such claim is caused by an act or omission to act on the part of LICENSEE or its agents, servants, employees or contractors that allegedly constitutes, without limitation:

- a. Negligence;
- b. Willful and Wanton conduct;
- c. Creation or maintenance of a dangerous condition on the LICENSED PREMISES;
- d. Breach of warranty, expressed or implied;
- e. Defectiveness of any product; or
- f. Actionable intentional infliction of harm.

In the event any person or any partnership, corporation, company or other entity recovers a judgement or settlement against the DISTRICT or any of its elected officials, officers, agents or employees by reason of any of the aforementioned acts or omissions, LICENSEE shall indemnify same in an amount equal to the judgment or settlement (and for all related costs and expenses), provided timely notice of the suit or claim giving rise to the judgment or settlement was given to LICENSEE and LICENSEE was given a reasonable opportunity to defend the suit or claim.

The DISTRICT does not waive its defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 *et seq.*) by reason of indemnification or insurance. Indemnification shall survive the termination of this contract.

6.02 Environmental and Health Hazards Disclosure: The Licensee acknowledges and accepts the risks associated with the presence of environmental health hazards including, but not limited to, lead-based paint, asbestos or mold. The Ellis House and Equestrian Center premises was not constructed before 1978. Regardless, the LICENSEE and the DISTRICT shall use best practices for safe repairs and other improvements to the LICENSED PREMISES.

6.03 Mechanic's Liens: Should LICENSEE contract with any party to perform work on the LICENSED PREMISES, it shall include the following Lien Waiver Clause in such contracts:

"Contractor hereby waives any claim of lien against subject premises on behalf of Contractor, its officers, insurers, employees, agents, suppliers and/or sub-contractors employed under this Agreement. Upon completion of the project and as a condition prior to payment in full, Contractor shall tender to Client a final waiver of lien for all subcontractors and/or suppliers."

LICENSEE shall defend, indemnify and hold harmless the DISTRICT from all damages, suits, liabilities, costs and expenses, in law or equity, including reasonable attorney's fees, arising from any action brought by any mechanic, laborer, or material man in an action to enforce mechanic's liens filed with respect to work performed on the LICENSED PREMISES as a result of providing labor or materials thereon at the request of the LICENSEE. In the event a judgment or settlement is rendered in favor of the claimant in any such action, LICENSEE shall promptly obtain full satisfaction thereof through payment of all sums due thereon, provided LICENSEE was given timely notice of such lien or claim and a responsible opportunity to deny said suit or claim.

6.04 Waiver & Release of Liability: 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 of the rights and privileges granted to LICENSEE hereunder, or the conduct of the licensed activities, 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. The risks and dangers of such licensed activities may arise from foreseeable or unforeseeable causes and by my participation in these activities, LICENSEE hereby assumes all risks and dangers and all responsibility for any losses and/or damages.

6.05 [Section Removed]

6.06 Privileges and Immunities: Nothing in Sections 6.01 or 6.04 of this Agreement shall be interpreted to waive, release or compromise the DISTRICT and/or the LICENSEE'S statutory or common law privileges and/or immunities which are fully reserved. There are not third party beneficiaries of this Agreement.

6.07 [Section Removed]

6.08 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.

7.00 DESTRUCTION OF THE LICENSED PREMISES:

7.01 Election by the District: If the LICENSED PREMISES are totally or partially destroyed by fire, earthquake, flood, storms, war, insurrection, riot, public disorder or any other causality, the DISTRICT may, at its option, either restore the LICENSED PREMISES or terminate this Agreement. If the DISTRICT elects to restore the LICENSED PREMISES, this Agreement shall continue in full force and effect, except that Licenses operations may, as determined by the DISTRICT, be suspended during the period of restoration. The LICENSEE will not be required to pay the monthly license fee during the suspension period. LICENSEE shall cooperate in the restoration of the LICENSED PREMISES by vacating and removing all fixtures and personal property for such periods as are required for the restoration.

8.00 INSURANCE

8.01 General Requirements: LICENSEE shall procure, maintain and keep in force for the term of this Agreement policies of property, liability and if applicable, workers' compensation and employer's liability insurance. Such policies shall be issued by companies authorized to do business in the State of Illinois and approved by the DISTRICT. All policies shall be occurrence policies. Claims made policies are unacceptable. All policies shall be primary and not require contribution

from the DISTRICT'S policies. No self-insured reserves shall be allowed except as approved in writing by the Executive Director of the DISTRICT. All liability and workers' compensation policies must include a waiver of subrogation in favor of the DISTRICT. The policies to be provided and maintained by the LICENSEE are as follows:

- a. Commercial general liability insurance with limits of not less than \$1,000,000 per occurrence bodily injury/property damage combined single limit; \$2,000,000 aggregate bodily injury/property damage combined single limit. The policy of commercial general liability insurance shall provide coverage for all liability for bodily injury, sickness, death and property damage arising from activities conducted on the LICENSED PREMISES and shall include coverage for (i) food and beverages served and all other goods sold or services rendered on the LICENSED PREMISES; (ii) contractual liability for the obligations assumed by the LICENSEE under Section 6.01. An endorsement for volunteers CG-20-21 is required for the LICENSEE who utilizes volunteer personnel services on the LICENSED PREMISES.
- b. Comprehensive motor vehicle liability insurance with limits of not less than \$1,000,000 per accident bodily injury/property damage combined single limit covering LICENSEE'S owned, non-owned and rented vehicles if LICENSEE owns and/or operates such vehicles on the Licensed Premises.
- c. Minimum umbrella occurrence insurance of \$1,000,000 per occurrence and \$2,000,000 aggregate. The umbrella insurance shall provide coverage in excess of the insurance specified in subsections (a) and (b) above.
- d. Property insurance providing coverage against fire and extended coverage perils for all personal property, articles and equipment owned or leased by the LICENSEE which are situated on the LICENSED PREMISES. The property coverage shall cover losses on a replacement-cost basis.
- e. Workers' compensation and employer's liability insurance, including coverage for occupational diseases, covering all of the LICENSEE'S employees who perform work on the LICENSED PREMISES. Limits for the workers' compensation coverage shall be those required by the applicable workers' compensation statutes for the State of Illinois. Limits for the employer's liability coverage shall be not less than \$100,000 each accident/injury; \$100,000 each employee/disease; \$500,000 policy limit. In the event the LICENSEE has no employees covered under the applicable workers' compensation statutes, LICENSEE shall file with the DISTRICT'S Executive Director a statement to the effect in lieu of the policies required under this subsection. If at any time LICENSEE hires any person or persons covered by the applicable workers' compensation statutes, LICENSEE shall immediately obtain policies of workers' compensation and employer's liability insurance meeting the requirements hereinabove stated and shall file evidence thereof with the DISTRICT'S Executive Director as provided in Section 8.03.

8.02 Additional Insured: LICENSEE shall obtain endorsements specifically naming the DISTRICT as an additional insured in the amounts specified for all coverage required in subsections a and c of Section 8.01. The endorsements shall

protect and inure to the benefit of the DISTRICT and its representatives including, but not limited to, its officers, elected officials, and employees.

8.03 Evidence of Insurance: LICENSEE shall furnish the DISTRICT with a certificate of insurance for each policy required herein. In addition, when requested by the DISTRICT, LICENSEE shall furnish copies of the actual policies and endorsements showing the coverage enumerated herein to be provided by the LICENSEE. Any such certificates and policies shall provide that no change, modification or cancellation of any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company or companies to the DISTRICT. The DISTRICT'S failure to demand such certificate of insurance shall not act as a waiver of LICENSEE'S obligation to maintain the insurance required under this Agreement.

8.05 Operation of License: Operation of the LICENSED PREMISES and LICENSEE programs shall not commence until the LICENSEE has complied with the aforementioned insurance requirements, and shall be suspended during any period that the LICENSEE fails to maintain said policies in full force and effect. Additionally, in the case of the LICENSEE'S failure to maintain the required insurance coverage, the DISTRICT may, at its discretion, either terminate this Agreement or procure such insurance and pay all premiums in connection therewith, and may thereafter charge said premiums to the LICENSEE. The LICENSEE shall pay the invoice submitted by the DISTRICT within 10 days of service of notice thereof as provided for in section 19.01.

8.06 Effect of Coverage: The insurance required under this Agreement does not represent that coverage and limits will necessarily be adequate to protect LICENSEE, nor be deemed as a limitation on LICENSEE's liability to the DISTRICT or others under this Agreement

9.00 TRANSFERS

9.01 Sub-license or Assignment: Licensee shall not, without the express written consent of the DISTRICT, assign, sell, sub-license, hypothecate, mortgage or in any manner transfer its interest in this Agreement. Any attempted assignment, sale, sub-licensing, hypothecation, mortgage or transfer without the express written consent of the DISTRICT shall be void and shall constitute a default under this agreement.

9.02 Binding on Transferee: The provisions set forth in this Agreement shall be binding on each approved transferee, and the LICENSEE shall provide each transferee with a copy of this Agreement.

10.00 DISCRIMINATION PROHIBITED

10.01 Equal Opportunity: In operating the LICENSED PREMISES and LICENSEE programs, 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 Age Discrimination in Employment Act, Section 504 of the Federal

Rehabilitation Act, and all associated applicable rules and regulations. LICENSEE further agrees that it will not deny employment to any person or refuse to enter into any contract for the performance of any work or service of any kind by, for or on its behalf with respect to the operation of the LICENSED PREMISES and LICENSEE'S programs on the ground of unlawful discrimination as defined in the Illinois Human Rights Act.

10.02 ADA Compliance: In operating the LICENSED PREMISES and LICENSEE'S program, LICENSEE shall comply with all applicable provisions of the American with Disabilities Act of 1990 as amended, and the rules and regulations related thereto. The DISTRICT shall be responsible for ensuring structural compliance with the Americans with Disabilities Act.

10.03 Equal Use: The use of the LICENSED PREMISES shall be open on an equal basis to the general public.

11.00 TERMINATION

11.01 Without Cause: Either the DISTRICT or LICENSEE may terminate this Agreement without cause. Such termination shall be effective not sooner than 90 days after written notice thereof has been served in accordance with Section 19.00.

11.02 For Cause: This Agreement may be terminated for cause by either party upon the occurrence of any one or more of the events of default hereinafter described in Section 12.00. As a condition precedent to termination under this Section, the party desiring termination shall give the other party (a) 14 days written notice by registered or certified mail, return receipt requested, of the date chosen for termination and the grounds therefor, and (b) and opportunity to remedy the default or be heard on or before the date set for termination, if written request is made therefore.

11.03 Damages: Upon termination pursuant to Section 11.02, the DISTRICT shall have the right to take immediate possession of the LICENSED PREMISES. LICENSEE shall remove all personal property from the LICENSED PREMISES within 90 days of the date of the Section 11.02 termination. If LICENSEE fails to remove its personal property within said 90 day period, all right, title, and interest in and to such property shall vest in the DISTRICT. If the termination was the result of a default by the LICENSEE, the DISTRICT may take possession of all LICENSEE owned fixtures and personal property located on the LICENSED PREMISES for the purpose of satisfying or mitigating any and all damages arising from the LICENSEE'S breach of this Agreement.

11.04 Guarantee of Rights: Action by the DISTRICT to effectuate a termination and forfeiture of possession shall be without prejudice to the exercise of any rights provided herein or by law to remedy a breach of this Agreement.

12.00 EVENTS OF DEFAULT

12.01 Abandonment: The unauthorized abandonment or vacation of the LICENSED PREMISES by the LICENSEE.

12.02 Failure to Maintain: The failure on the part of the LICENSEE to maintain the LICENSED PREMISES in a clean, sanitary and safe state of repair where such condition continues for more than 10 days after written notice from the DISTRICT'S Executive Director to correct the condition.

12.03 Bankruptcy: The filing of a voluntary petition in bankruptcy by the LICENSEE; the adjudication of the LICENSEE as bankrupt; the appointment of a receiver of the LICENSEE'S assets; the making of a general assignment for the benefit of creditors; a petition or answer seeking an arrangement for the reorganization of the LICENSEE under any Federal Reorganization Act, including petitions or answers under Chapters X or XI of the Bankruptcy Act; the occurrence of any act which operates to deprive the LICENSEE permanently of the rights, powers and privileges necessary for the proper conduct and operation of the LICENSED PREMISES; or the levy of any attachment or execution which substantially interferes with the LICENSEE'S operations under this Agreement and which attachment or execution is not vacated, dismissed, stayed or set aside within a period of 60 days.

12.04 Discrimination: A determination made by the appropriate regulatory, state or federal agency that a violation of civil rights under the Americans with Disabilities Act or other form of discrimination has been practiced by the LICENSEE in violation of state or federal laws and where action to correct or mitigate the situation is not properly taken. Such action shall be suitable to the regulatory agency making a finding of discrimination.

12.05 Change in Corporate Purpose: Any changes in the LICENSEE'S corporate purposes which, in the discretion of the DISTRICT, are inconsistent with the Kendall County Forest Preserve District's purposes.

12.06 Failure to Notify: The failure by the LICENSEE to provide the DISTRICT with written notification of any change in the LICENSEE'S corporate purposes at least 30 days prior to the effective date of such change.

12.07 Failure to Perform – Licensee: The failure of the LICENSEE to keep, perform and observe all other promises, covenants and conditions set forth in this Agreement, where such failure continues for more than 14 days after receipt of written notice from the DISTRICT'S Executive Director demanding correction thereof, provided that where fulfillment of such obligation requires performance over a period of time and the LICENSEE shall have commenced to perform whatever may be required to cure the particular default within 10 days after such notice and thereafter continues such performance diligently and in good faith, said time limit may be waived in the manner and to the extent allowed by the DISTRICT'S Executive Director.

12.08 Failure to Perform – District: Failure by the DISTRICT to perform within a reasonable time necessary maintenance or repairs to the LICENSED PREMISES or failure of the DISTRICT to keep, perform and observe all other promises, covenants and conditions set forth in this Agreement, where such failure continues for more than a reasonable period of time after receipt of written notice from the

LICENSEE demanding correction thereof, provided that where fulfillment of such obligation requires performance over a period of time and the DISTRICT shall have commenced to perform whatever may be required to cure the particular default within 10 days after such notice and thereafter continues such performance diligently and in good faith, said time limit may be waived in the manner and to the extent allowed by the LICENSEE'S Board of Directors.

12.09 Revocation of Occupancy Permit: Revocation by the applicable regulatory authority of the certificate of occupancy for the LICENSED PREMISES because of a defect which cannot be cured by the DISTRICT within a reasonable time.

12.10 Waiver: A waiver by either party of any default of one or more of the covenants, conditions or terms of this Agreement shall not constitute a waiver of any subsequent or other default of the same or other covenant, condition or term herein contained, nor shall the failure on the part of either party to require exact, full and complete compliance with any of the covenants, conditions or terms herein contained be construed as in any manner changing the terms of this Agreement or estopping the other party from enforcing the full provisions contained herein. No delay, failure or omission of the DISTRICT to re-enter the LICENSED PREMISES or of either party hereto to exercise any right, power, privilege or option arising from any default, or any subsequent acceptance of payments then or thereafter accrued shall impair any such right, privilege or option, or be construed as a waiver of or acquiescence in such default or as a relinquishment of any right. Time is of the essence of this Agreement. No notice to LICENSEE shall be required to restore or revive "time is of the essence" after the waiver by the DISTRICT of any default. No option, right, power, remedy or privilege of either party hereto shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, privileges and remedies given the parties by this Agreement shall be cumulative.

13.00 SURRENDER

13.01 Vacation of Premises: Upon the expiration or termination of his Agreement, LICENSEE shall peaceably vacate the LICENSED PREMISES and any and all improvements located thereon and deliver up the same to the DISTRICT in as good condition as received good condition, ordinary wear and tear excepted.

14.00 INTERPRETATION

14.01 Headings: The headings herein contained are for convenience and reference only and are not intended to limit the scope of any Section.

15.00 INDEPENDENT CONTRACTOR: In performing the obligations hereunder, LICENSEE is engaged solely in the capacity of an independent contractor and not as a representative, agent, or employee of the DISTRICT, it being expressly understood that no relationship between the parties other than that of an independent contractor has been or is intended to be created. This Agreement does not constitute, and the parties hereto do not intend to create

hereby, a partnership; joint venture; or relationship of master and servant, principal and agent, landlord and tenant or lessor and lessee, as it is mutually understood and agreed that the relationship created by this Agreement and the construction of the rights and duties hereunder is to be determined in accordance with the Illinois laws relating to licensor and Licensee.

LICENSEE understands and agrees that LICENSEE is solely responsible for paying all wages, benefits and any other compensation due and owing to LICENSEE'S officers, employees, and agents for the performance of services as described in the Agreement. LICENSEE further understands and agrees that LICENSEE is solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for LICENSEE'S officers, employees and/or agents who perform services as described in the Agreement. LICENSEE also acknowledges its obligation to obtain appropriate insurance coverage for the benefit of LICENSEE, LICENSEE'S officers, employees and agents and agrees that the DISTRICT is not responsible for providing any insurance coverage for the benefit of LICENSEE, LICENSEE'S officers, employees and agents. LICENSEE hereby agrees to defend with counsel of Kendall County's own choosing, indemnify and waive any right to recover alleged damages, penalties, interest, fees (including attorneys' fees), and/or costs from the DISTRICT, its board members, officials, employees, insurers, and agents for any alleged injuries that LICENSEE, its officers, employees and/or agents may sustain while performing services under the Agreement.

16.00 ENFORCEMENT

16.01 Responsibility: The DISTRICT'S Executive Director shall be responsible for the enforcement of this Agreement on behalf of the DISTRICT and shall be assisted therein by such officers and employees of the DISTRICT as the Executive Director deems necessary.

17.00 ATTORNEY FEES AND COSTS

17.01 Recovery of Costs: In any action with respect to this Agreement, the Parties are free to pursue any legal remedies at law or in equity. The prevailing party by 75% or more of damages sought, in any action brought pursuant to this Agreement, shall be entitled to reasonable attorneys' fees and court costs arising out of any action or claim to enforce the provisions of this Agreement. In awarding attorney fees, the Court shall not be bound by any Court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.

18.00 DISTRICT LIAISON

18.01 Staff Liaison: The DISTRICT will assign a staff liaison who shall be notified of all meetings of the LICENSEE'S Board of Directors, and who shall have the right to attend all board meetings of the members of the LICENSEE'S Board of Directors, except for those portions of meetings where license negotiations, legal proceedings, or legal actions, between the DISTRICT and LICENSEE are to be discussed. When discussed, these items shall be the last items handled before

adjournments and no other business shall be conducted after the staff liaison exits from the meeting.

19.00 NOTICES

19.01 Mailing Requirements: All notices required to be given under the terms of this Agreement or any applicable law shall be served either (a) personally during regular business hours; (b) by facsimile during regular business hours; or (c) by certified or registered mail, return receipt requested, placed in a sealed envelope with postage prepaid and deposited in the United States mail. Notices served upon the DISTRICT shall be addressed to the Executive Director, Forest Preserve District of Kendall County, 110 W. Madison Street, Yorkville, IL 60560, with copy sent to: Kendall County State's Attorney, 807 John Street, Yorkville, Illinois, 60560, fax (630) 553-4204, or such other place as may be designated in writing by the Executive Director. Notices served upon the LICENSEE shall be addressed to the Sunrise Center, Inc., - Sunrise Center North 23061 South Thomas Dillon Drive, Channahon, Illinois 60410. Notices served personally or by facsimile transmission shall be effective upon receipt, and notices served by mail shall be effective upon receipt as verified by the United States Postal Service.

20.00 CONFLICT OF INTEREST

20.01 Financial Interest: Both parties affirm no DISTRICT officer or elected official has a direct or indirect pecuniary interest in LICENSEE or this Agreement, or, if any Kendall County officer or elected official does have a direct or indirect pecuniary interest in LICENSEE or this Agreement, that interest, and the procedure followed to effectuate this Agreement has and will comply with 50 ILCS 105/3.

21.00 PROHIBITION OF RECORDATION

21.01 Filing with Recorder of Deeds: This Agreement shall not, or shall any copy thereof or any statement, paper, or affidavit in any way or manner referring hereto, be filed in the Office of the Recorder of Deeds of Kendall County, Illinois, or in any other public office by the LICENSEE or anyone acting for the LICENSEE, and if the same be so filed, this Agreement, at the option of the DISTRICT, may be terminated, and the DISTRICT may declare such filing a default of this Agreement.

22.00 PERMITS AND LICENSES

22.01 Alcoholic Beverages: DISTRICT ordinances provide that alcoholic beverages may be possessed and consumed in connection with the Ellis House and Equestrian Center only when food is dispensed for consumption on the Ellis House premises. LICENSEE will at all times during the term of this Agreement and any extension hereof comply with all DISTRICT ordinances and with all state and local laws and see that each caterer engaged for service by the LICENSEE has secured and maintained all liquor and food dispensing licenses and permits that may be required by law and the ordinances of Kendall County.

23.00 LICENSE NOT LEASE: The parties acknowledge that this agreement is a license agreement and not a lease. If a court of competent jurisdiction interprets or declares this document to be a lease the leasehold shall terminate

twenty four hours after such interpretation or declaration and the leasehold shall be extinguished contemporaneous with such termination.

24.00 ENTIRE AGREEMENT

24.01 Entire Agreement: This document constitutes the entire Agreement between the parties for the operation of the LICENSED PREMISES and LICENSEE'S programs. All other agreements, promises and representations with respect thereto are expressly revoked, as it has been the intention of the parties to provide for a complete integration within the provisions of this document and the exhibits attached hereto. 24.02 Modifications: This document may be modified only by further written agreement specifically referring to this Section. Any such modification shall not be effective unless approved and executed by the LICENSEE'S Board of Trustees and, in the case of the DISTRICT, until approved by the Board of Commissioners and executed by the President thereof.

25.00 CHOICE OF LAW AND VENUE: This Agreement shall be construed in accordance with the law and Constitution of the State of Illinois and if any provision is invalid for any reason such invalidations shall not render invalid other provisions which can be given effect without the invalid provision. 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.

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

27.00 AUTHORITY TO EXECUTE AGREEMENT: The DISTRICT and LICENSEE 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 parties have entered into this Agreement as of the 15th day of March, 2016.

KENDALL COUNTY FOREST
PRESERVE DISTRICT
A body corporate and politic
110 W. Madison Street
Yorkville, IL 60560

SUNRISE CENTER, INC. –
SUNRISE CENTER NORTH
An Illinois Not-for-Profit Corporation
23061 South Thomas Dillon Drive,
Channahon, IL 60410

By: _____
Jeff Wehrli, President

By: _____

Title: _____

Attest: _____
Elizabeth Flowers, Secretary

Attest: _____

Title: _____

**Exhibit 1: Agreement #16-03-001:
Sunrise Center, Inc. – Sunrise North License Area
Baker Woods Forest Preserve – Ellis House and Equestrian Center**

1. License Agreement Area – Ellis House and Equestrian Center



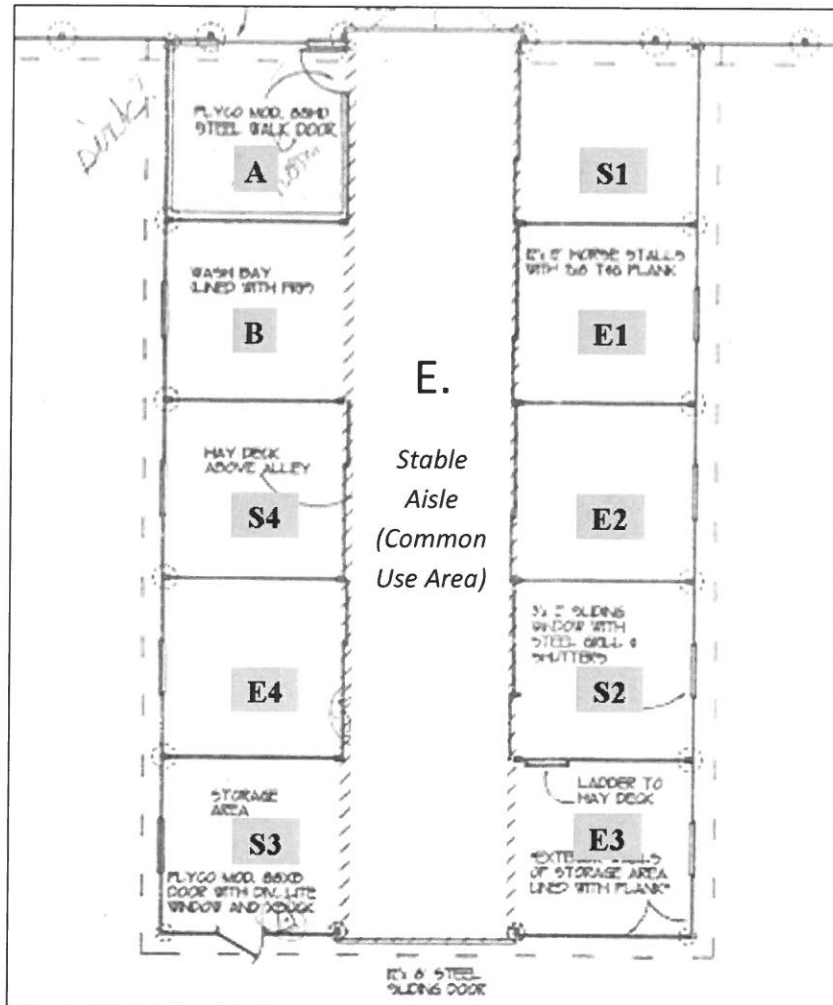
2. Defined Licensed Areas



- A. Main Parking Lot
- B. Overflow Parking Lot
- C. Horse Stable
- D. Main Arena
- E. Outdoor Arena
- F. Pasture Areas and Feed Lot
- G. Ellis House – Main Office and Classroom Area
- H. Horse Manure Staging Area
- I. Event Areas: Ellis House and Event Tent
- J. Storage Barn

3. Horse Stable – Assigned Stalls

To Indoor Arena



To Ellis House Grounds

- A. Current Viewing/Tack Room
- B. Proposed Shared Tack Room
- C. S1-S4 – Licensed Horse Stalls
- D. E1-E4—District Horse Stalls
- E. Stable Aisle (Common Use)

**INTERGOVERNMENTAL AGREEMENT FOR KENDALL COUNTY
TRANSPORTATION ALTERNATIVES PROGRAM ("KC-TAP") FUNDING TO THE
KENDALL COUNTY FOREST PRESERVE DISTRICT TO CONSTRUCT MULTI-USE
TRAILS ALONG THE NORTH SIDE OF ROUTE 34 BETWEEN OSWEGO, ILLINOIS
AND YORKVILLE, ILLINOIS (2016)**

THIS INTERGOVERNMENTAL AGREEMENT (*"the Agreement"*) is by and between the County of Kendall, a unit of local government of the State of Illinois (*"Kendall County"*) and the Kendall County Forest Preserve District (*"Grantee"*).

WITNESSETH:

WHEREAS, the Constitution of the State of Illinois of 1970, Article VII, Section 10, provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance and may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

WHEREAS, the Grantee and Kendall County (the *"parties"*) are units of local government within the meaning of Article VII, Section 1 of the Illinois Constitution of 1970 who are authorized to enter into intergovernmental agreements pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, provides that any county may participate in an intergovernmental agreement under this Act notwithstanding the absence of specific authority under the State law to perform the service involved, provided that the unit of local government contracting with Kendall County has authority to perform the service; and

WHEREAS, pursuant to both the Downstate Forest Preserve District Act under 70 ILCS 805/5 and 70 ILCS 805/6 and the Illinois Highway Code under 605 ILCS 5/9-101 and 605 ILCS

5/4-409, the State, its municipalities, Forest Preserve Districts and the counties may form cooperative agreements with each other for the construction, maintenance and improvement of streets, highways and any portions thereof; and

WHEREAS, the Illinois Highway Code (605 ILCS 5/1 *et seq.*), Downstate Forest Preserve District Act (70 ILCS 805/0.001 *et seq.*), and the Illinois Bikeway Act (605 ILCS 30/1 *et seq.*) each encourage the funding and the creation of bicycle paths, multi-use trails and sidewalks along roadways within the State of Illinois; and

WHEREAS, on July 17, 2012, the Kendall County Board passed Resolution Number 12-33 entitled “Resolution for the Creation of the Kendall County Transportation Alternatives Program (“KC-TAP”)”, which authorizes Kendall County to provide financial assistance to qualified applicants for the grantee’s construction of multi-use trails and sidewalks in Kendall County, Illinois; and

WHEREAS, Grantee submitted an application pursuant to the KC-TAP for the 2016 fiscal year. Grantee’s application sought financial assistance to construct multi-use trails along the north side of Route 34 at approximately .22 and .72 miles west of Orchard Road between Oswego, Illinois and Yorkville, Illinois. Grantee’s construction project is identified in the attached Exhibit A and shall be referred to herein as “the Project”; and

WHEREAS, the Kendall County Board approved Grantee’s KC-TAP application for financial assistance on February 16, 2016; and

WHEREAS, following the date of Grantee’s KC-TAP application and approval, IDOT informed the Grantee that their portion of the project cost had increased from approximately six thousand dollars (\$6,000.00) to eleven thousand eight hundred ninety three dollars and ninety

two cents (\$11,893.92) as is shown in the attached Exhibit B, and the Grantee has now requested to increase the Grant to match the new project costs; and

WHEREAS, the parties wish to enter into this agreement for the benefit of local pedestrians and bicyclists and to provide a safe and efficient pathway for the residents of the Kendall County Forest Preserve District and Kendall County; and

WHEREAS, pursuant to the terms of this agreement, Kendall County will grant money to Grantee to partially fund the building of multi-use trails and/or sidewalks as described in the Grantee's application for funds, which is attached to this agreement as Exhibit A and incorporated by reference; and

WHEREAS, it is understood that in no case shall Kendall County provide more than 50% of the funding for any approved project and a local government agency cannot obtain more than \$50,000 in KC-TAP Funds per fiscal year; and

WHEREAS, it is the understanding of the parties that at all times, including after completion of the project, Grantee alone will own, construct, maintain, repair and/or replace the subject improvements, and that Kendall County will have no duties to construct, maintain, repair and/or replace the subject improvements at any time in the future.

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereafter set forth, the parties agree as follows:

1. The foregoing preambles are hereby incorporated into this Agreement as if fully restated in this paragraph 1;
2. Kendall County's Obligations:

- a. Kendall County agrees to grant an amount not to exceed six thousand dollars (\$6,000.00) in Fiscal Year 2016 (December 1, 2015 to November 30, 2016) to Grantee for the purpose of partially funding construction of the Project;
 - b. The final amount of this Grant, which shall not exceed six thousand dollars (\$6,000.00), will be determined at the time the Grantee submits its final request for reimbursement for the Project;
 - c. The final Grant amount shall not exceed 50% of the funding for said Project. Should the submitted reimbursement request constitute an amount above 50% of the Project's costs, then Kendall County shall, in its sole discretion, choose to reimburse an amount below six thousand dollars (\$6,000.00) and equal to 50% of the Project's costs;
 - d. Kendall County shall disburse the Grant funds under this agreement within sixty (60) days of the submission of Grantee's final request for reimbursement and the necessary supporting documentation supporting the request;
 - e. Kendall County shall have no ownership interest in the Project and/or the subject improvements under this agreement, nor shall it have any obligations beyond the granting and disbursement of KC-TAP grant funds as described herein.
3. Grantee's Obligations:
 - a. Grantee understands and agrees that only qualified units of local government within Kendall County who have statutory authority to provide lands or facilities for multi-use trails or sidewalk purposes are eligible for assistance under the KC-TAP program and eligible projects must be located within the geographical boundaries of Kendall County, as well as located along a State or County

Highway and Grantee herein assures Kendall County that it and its Project qualifies for funding pursuant to this understanding and pursuant to all other terms of the KC-TAP as set forth in Kendall County Resolution Number 12-33 and Grantee's application;

- b. Grantee shall use the funds set forth in this Agreement to construct the Project at the locations and pursuant to the specifications as set forth in the attached Exhibit A and in conformance with all plans and designs previously supplied by Grantee as part of the KC-TAP application process. Grantee understands and agrees that the funds provided by Kendall County pursuant to this Agreement shall not be used for any other purpose including, but not limited to, future maintenance of the multi-use trails or sidewalks (e.g., sealing, patching or crack filling). In the event that Grantee uses the funds for an improper purpose, Grantee shall immediately reimburse Kendall County the full amount of funds provided to Grantee under this Agreement;
- c. At all times, the Project, and all of its resulting improvements, shall be the exclusive property of Grantee, who shall exercise complete control, responsibility and ownership of said property. At no time shall Kendall County be deemed to have adopted said Project or its resulting improvements or the responsibility for the ownership, construction, maintenance, care, and demolition of the improvements that are subject to the Project and this Agreement;
- d. Grantee and its consultants, employees, contractors, subcontractors and agents agree to comply with the following state and federal laws and Grantee shall ensure that all of their contracts include provisions incorporating the following:

- i. The Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.* Grantee agrees to (a) fully comply with all applicable requirements of the Prevailing Wage Act and (b) notify all contractors and subcontractors that the work performed pursuant to this Agreement shall be subject to the Illinois Prevailing Wage Act. In the event that Grantee fails to comply with the notice requirements set forth in the Illinois Prevailing Wage Act, Grantee shall be solely responsible for any and all penalties, fines and liabilities incurred for Grantee's, contractors' and/or subcontractors' violations of the Prevailing Wage Act.
- ii. The Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 *et seq.* ("Employment Act").
- iii. The Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 *et seq.* and the Illinois Drug Free Workplace Act, 30 ILCS 580/1 *et seq.*
- iv. The Illinois Public Construction Bond Act, 30 ILCS 550/1 *et seq.*
- v. The Illinois Human Rights Act, Title VI 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.
- e. Grantee shall ensure that Grantee and each contractor and/or subcontractor performing work on the Project shall obtain and continue in force during the term of the Project, all insurance necessary and appropriate and that each contractor and/or subcontractor contracted with to perform work on the Project shall name Kendall County as an Additional Insured on a Primary and Non-Contributory

basis with respect to the general liability, business auto liability and excess liability insurance, as well as a waiver of subrogation with respect to the general liability and workers' compensation in favor of Kendall County. Further, Grantee shall require each contractor and/or subcontractor to provide indemnification and hold harmless guarantees to Kendall County during the construction of this Project;

- f. Grantee shall comply with all competitive bidding and selection requirements necessary for construction and completion of the Project pursuant to applicable state and federal laws. Grantee shall obtain certifications from all contractors and subcontractors who perform work on the Project, which certify the contractors and subcontractors are not barred from performing the work as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or as a result of a violation of 820 ILCS 130/1 *et seq.* (the Illinois Prevailing Wage Act);
- g. It is agreed by the Grantee that the maintenance, both physical and financial of the Project and its resulting improvements will be the responsibility of Grantee, and Grantee alone. Further, Grantee shall be responsible for any future repair or replacement deemed necessary for the Project and its resulting improvements (notwithstanding any agreements with third-parties in this regard). Nothing in this Agreement shall be construed as to create a duty or responsibility on behalf of Kendall County to finance, maintain, repair, replace, or otherwise control the subject improvements;

- h. During, and following completion of the Project, Grantee shall defend, with counsel of Kendall County's own choosing, indemnify and hold harmless Kendall County, including Kendall County's past, present and future board members, elected officials, insurers, employees, and agents from and against any and all claims, liabilities, obligations, losses, penalties, fines, damages, and expenses and costs relating thereto, including but not limited to attorneys' fees and other legal expenses, which Kendall County, its past, present and future board members, elected officials, insurers, employees, and/or agents may hereafter sustain, incur or be required to pay relating to, or arising in any manner out of the use, ownership, construction, maintenance, repair, replacement and/or condition of the subject facilities built during this Project, or claims, liabilities, obligations, losses, penalties, fines, damages, and expenses and costs relating to and arising in any manner out of Grantee and Grantee's Contractors and Subcontractors construction of this Project or Grantee's alleged failure to perform its obligations pursuant to this Agreement. Any attorney representing Kendall County shall be approved by the Kendall County State's Attorney and shall be appointed a Special Assistant State's Attorney, as provided in 55 ILCS 5/3-9005. Kendall County's participation in its defense shall not remove Grantee's duty to indemnify, defend and hold Kendall County harmless, as set forth above;
- i. Grantee understands and agrees that construction of the Project must begin within 24 months of signature of this Agreement by the Kendall County Board. If the subject project does not begin construction within 24 months, Grantee will be in default of this Agreement and at that time the Agreement, as well as any

obligations of Kendall County, shall immediately cease and be considered null and void with no further obligation upon Kendall County to provide the Grant funding as described above;

- j. Grantee understands that Construction of the Project must be completed and a request for reimbursement must be submitted to Kendall County within 60 months after the signature of this Agreement. If Grantee is unable to complete the Project and seek reimbursement within that time, Grantee will be in default of this Agreement and at that time the Agreement, as well as any obligations by Kendall County, shall immediately cease and be considered null and void with no further obligation upon Kendall County to provide the Grant funding as described above;
- k. If Grantee is unable to begin construction of the Project within 24 months after the parties' execution of this Agreement, or is unable to complete the Project and request reimbursement within 60 months after the parties' execution of this agreement, Grantee may submit a request in writing to Kendall County requesting an extension of time to commence or complete the construction, as the case may be. Grantee must file its request for an extension of time with Kendall County on or prior to expiration of the 24 month period in the case of it beginning construction or on or prior to expiration of the 60 month period in the case of completing construction and seeking reimbursement. Requests for extensions shall not be valid if made after the expiration of the above deadlines. Kendall County retains sole discretion whether to approve Grantee's request for an extension of time;

- l. Grantee understands and agrees that prior to Kendall County disbursing the above listed KC-TAP funds as described herein, Grantee must submit final project costs, along with a written request for reimbursement to the Kendall County Engineer or his designee, who shall then determine the appropriateness of the costs and expenses claimed and determine if all obligations have been met prior to approving the disbursement of Grant funds. If requested by Kendall County, the Grantee must also submit any and all further documentation to verify completion of the Project, the costs incurred by Grantee and Grantee's compliance with the terms of this Agreement;
- m. Grantee understands and agrees that it shall submit its request for reimbursement to Kendall County within the same fiscal year that the Project is completed. Failure to timely request reimbursement as outlined in this Agreement will result in Grantee being in default of this Agreement and at that time the Agreement, as well as any obligations by Kendall County, shall immediately cease and be considered null and void with no further obligation upon Kendall County to provide the Grant funding as described above;
- n. Grantee understands and agrees that reimbursement requests cannot exceed the amount originally awarded by the Kendall County Board and described in Section 2(a);
- o. Grantee understands and agrees that under no circumstances shall cost overruns be considered nor shall KC-TAP Funds under this Agreement be advanced to the Grantee prior to project completion and submission of a request for reimbursement.

4. It is mutually agreed by Kendall County and Grantee that at no time shall Kendall County be inferred to, or obligated to, have a duty to provide insurance for the subject improvements or otherwise indemnify and hold harmless Grantee in connection with the use, enjoyment, ownership, maintenance, construction, repair or replacement of the Project improvements and any property where the Project has been completed;
5. This Agreement and the rights of the parties hereunder may not be assigned (except by operation of law), and the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto. Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the parties and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of such agreements;
6. 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. As such, all notices required or permitted hereunder shall be in writing and may be given by either (a) depositing the same in the United States mail, addressed to the party to be notified, postage prepaid and certified with the return receipt requested, (b) delivering the same in person, or (c) telecopying the same with electronic confirmation of receipt.

If to the County: County Engineer
Kendall County Highway Department
6780 Route 47
Yorkville, Illinois 60560

With copy to:
Kendall County State's Attorney
807 John Street,
Yorkville, Illinois, 60560

If to the Grantee: Kendall County Forest Preserve District

Attention: Director
110 West Madison Street
Yorkville, Illinois, 60560

Or such address or counsel as any party hereto shall specify in writing pursuant to this Section from time to time;

7. This Agreement shall be interpreted and enforced under the laws of the State of Illinois. Any legal proceeding related to enforcement of this Agreement shall be brought in the Circuit Court of Kendall County, Illinois. In case any provision of this Agreement shall be declared and/or found invalid, illegal or unenforceable by a court of competent jurisdiction, such provision shall, to the extent possible, be modified by the court in such manner as to be valid, legal and enforceable so as to most nearly retain the intent of the parties, and, if such modification is not possible, such provision shall be severed from this Agreement, and in either case the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby;
8. This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement;
9. This Agreement represents the entire agreement between the parties and there are no other promises or conditions in any other agreement whether oral or written. Except as stated herein, this agreement supersedes any other prior written or oral agreements between the parties and may not be further modified except in writing acknowledged by both parties;

10. Nothing contained in this Agreement, nor any act of Kendall County or the Grantee pursuant to this Agreement, shall be deemed or construed by any of the parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving Kendall County and the Grantee;
11. This Agreement shall be in full force and effect upon signature by both parties and will terminate upon either (a) payout by Kendall County of Grant funds as described herein, or (b) default by Grantee, whichever occurs first. However, the duty to defend and indemnify shall survive the term of this agreement;
12. In the event Kendall County is in default under the Agreement because funds are not appropriated for a fiscal period subsequent to the one in which the Agreement was entered into which are sufficient to satisfy all or part of Kendall County's obligations under this Agreement during said fiscal period, Kendall County agrees to provide prompt written notice of said occurrence to Grantee. In the event of a default due to non-appropriation of funds, Grantee and Kendall County have the right to terminate the Agreement upon providing thirty (30) days written notice to the other party. No additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement;
13. Kendall County and Grantee 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 parties hereto have caused this Intergovernmental Agreement to be executed by their duly authorized officers on the above date.

County of Kendall, Illinois

Kendall County Forest Preserve District

By: _____
Chair, Kendall County Board

By: _____
President, Kendall County Forest Preserve District

Date: _____

Date: _____

Attest:

Attest:

County Clerk

Secretary

KC-TAP
Kendall County
Transportation Alternatives Program

Kendall County Forest Preserve District – KC-TAP Grant Request
Request for 50% Cost Reimbursement - \$3,000

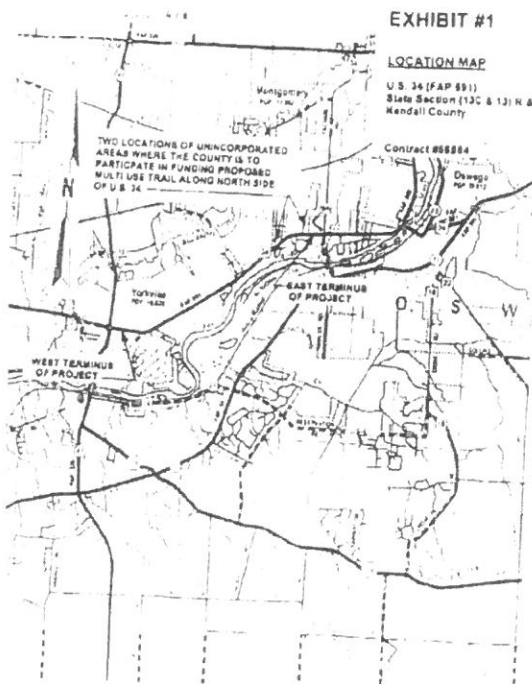
Required Submittals

Applications for funding shall include the following information:

- Name, address, and contact person for the applicant.

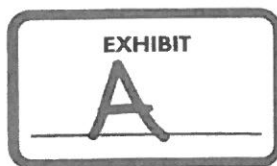
Kendall County Forest Preserve District
110 W. Madison Street
Yorkville, IL 60560

- Location map



- Concept Plan Exhibit w/ Typical Section

Please note that per the IGA, IDOT will prepare the construction spec.

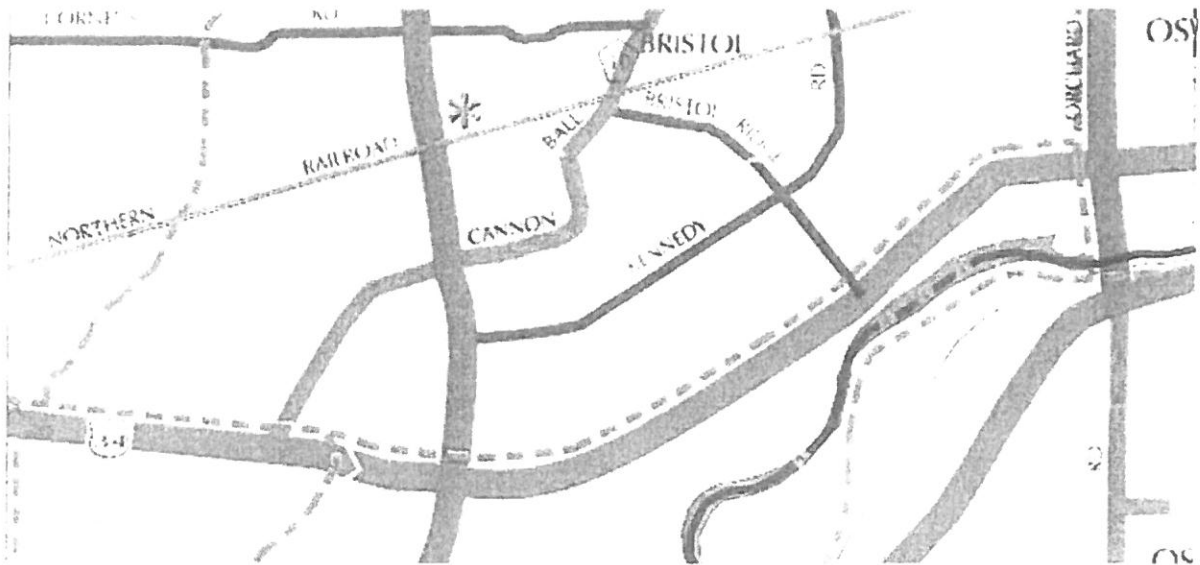


A. Multi Use Trail (80 Percent State/20 Percent District Cost)

The DISTRICT will assume the required 20 percent local matching share of cost to build two segments of a ten foot wide hot mix asphalt surface multi use trail along the north side of US 34. The said trail shall be constructed of 6" of granular subbase and 2" of hot mix asphalt. The two sections of trail are located near the east end of the project, approximately 0.22 and 0.72 mile respectively west of Orchard Road (County Highway 9A); totaling approximately 2,000 feet in length.

- Proof that the project is part of the local agency's long range plan

The map below is taken from the Kendall County Transportation Plan showing a regional trail along Route 34. This project will complete the section between Route 47 and Orchard Road.



- Construction timeline

Summer 2016 – checking with IDOT if a timeframe is known...

- Detailed cost estimate with breakdown of funding sources

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows.

1. The STATE agrees to make the surveys, prepare plans and specifications, obtain the necessary rights of way, receive bids and award contracts, furnishing engineering inspection during construction and cause the improvement to be built in accordance with the approved plans, specifications and contracts.
2. The STATE agrees to pay all right of way, utility, construction and engineering costs, subject to reimbursement by the DISTRICT as hereinafter stipulated in the following cost table.

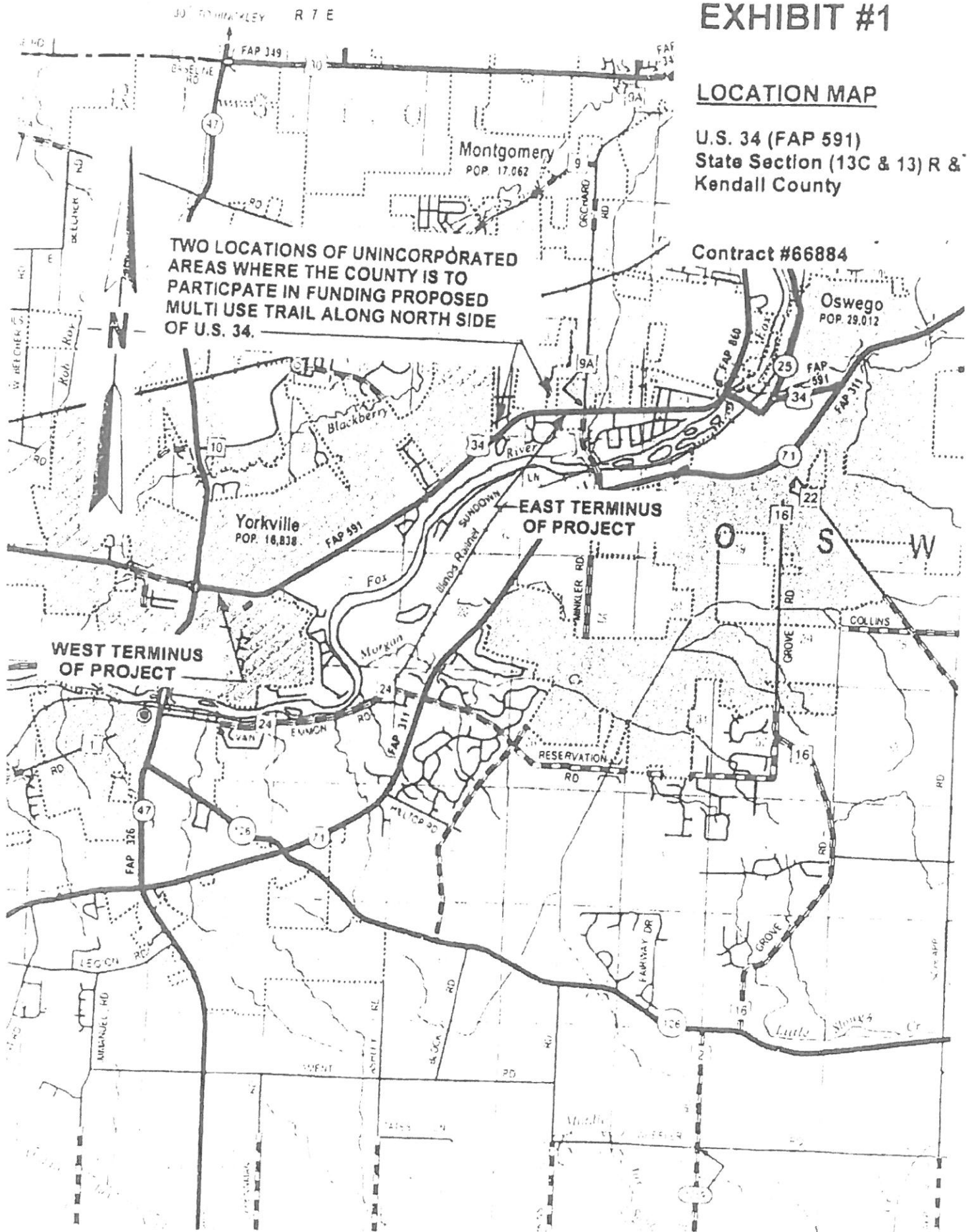
Work Item	Total Cost	Federal	State	District
Mainline US 34 Roadway Construction (Widening Two to Five Lanes) including Curb & Gutter & Storm Sewer	\$31,500,000	\$25,200,000 (80%)	\$6,300,000 (20%)	\$0
Elective 10' Wide Hot Mix Asphalt Shared-Use Trail (Within Two Unincorporated Areas at East End of Project)	\$25,000	\$20,000 (80%)	\$0	\$5,000 (20%)
Subtotal	\$31,525,000	\$25,220,000	\$6,300,000	\$5,000
Engineering (15%)	\$4,728,750	\$3,783,000	\$945,000	\$750
Land Acquisition	\$3,000,000	\$0	\$3,000,000 (100%)	\$0
Utilities	\$200,000	\$0	\$200,000 (100%)	\$0
Total	\$39,453,750	\$29,003,000	\$10,445,000	\$5,750
			Say	\$6,000

U.S. 34 (FAP 591)
State Section (13C & 13) R &
Kendall County

TWO LOCATIONS OF UNINCORPORATED
AREAS WHERE THE COUNTY IS TO
PARTICIPATE IN FUNDING PROPOSED
MULTI USE TRAIL ALONG NORTH SIDE
OF U.S. 34. _____

**-EAST TERMINUS
OF PROJECT**

WEST TERMINUS
OF PROJECT —

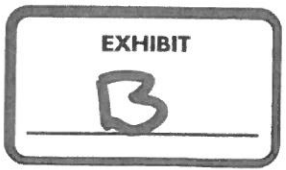


LETTING DATE 11/06/2015 LETTING TYPE 1 SCHEDULED
LETTING ITEM NBR 018 CONTRACT NBR 66884 DISTRICT 03 RESP BUREAU DESIGN
CONTRACT SECTION 113C & 131R & T
ESTIMATED NBR OF WORKING DAYS 250
WORK DESCRIPTION This project consists of reconstructing 3.65 miles of US 34 to 6-lanes with new
storm sewer, curb & gutter, infiltration trenches and basins, traffic signals,
shared use path and landscaping from just east of IL 47 in Yorkville to
Orchard Road in Oswego
CONTRACTOR 1320 - D. Construction, Inc.
1488 S Broadway
Coal City IL 60416-

AWARD DATE 12/04/2015

PROJECT IND: PROJECT NBR ACNC11-0591/028/
PROJECT SECTION 113C & 131R & T ROUTE: FAP 591 STATE JOB NBR C-93-011-10
PPS NUMBER(S) 3-32250-0100
CONTRACTOR PAYMENT NON-OBLIGATED FUNDS
GRP PRG
IND CODE SPLIT PRIORITY FY APPROPRIATION CODE EXP IDOT BOB
A 02A 00 01 16 902-49442-7700-0000 7721 RELEASE RELEASE AMOUNT PRIORITY
23,211,899.50 100.000
YES

COUNTY 093 - KENDALL									
FUND AREA	SEQ	CONST	SFTY	AWARD AMT	GROUP IND	PARTICIPANT	PAYMENT AMOUNT	PARTICIPANT %	PAYMENT MAXIMUM AMOUNT
LY50	L	01	0003	30,878,612.32	A	FEDERAL(IL)	24,702,889.86	80.0000	
						STATE OF IL	6,175,722.46	20.0000	
LY50	L	01	0021	92,955.00	A	FEDERAL(IL)	74,364.00	80.0000	
						STATE OF IL	18,591.00	20.0000	
LY50	L	01	0028	216,166.32	A	FEDERAL(IL)	172,933.06	80.0000	
						YORKVILLE	43,233.26	20.0000	
LY50	L	01	0042	39,500.00	A	FEDERAL(IL)	31,600.00	80.0000	
						STATE OF IL	7,900.00	20.0000	
FUND/AREA/SEQ TOTALS				31,227,233.64		FEDERAL(IL)	24,981,786.92		
						STATE OF IL	6,202,213.46		
						YORKVILLE	43,233.26		
LY50	L	02	0021	383,144.43	A	FEDERAL(IL)	306,515.55	80.0000	
						STATE OF IL	38,314.44	10.0000	
						YORKVILLE	38,314.44	10.0000	
LY50	L	02	0028	39,711.33	A	FEDERAL(IL)	31,769.06	80.0000	
						OSWEGO	7,942.27	20.0000	
FUND/AREA/SEQ TOTALS				422,855.76		FEDERAL(IL)	338,284.61		
						STATE OF IL	38,314.44		
						YORKVILLE	38,314.44		
						OSWEGO	7,942.27		
LY50	L	03	0021	1,071,143.01	A	FEDERAL(IL)	856,914.41	80.0000	
						STATE OF IL	143,533.16	13.4000	
						YORKVILLE	70,695.44	6.6000	
LY50	L	03	0028	59,469.61	A	FEDERAL(IL)	47,575.69	80.0000	
						KENDALL CO. FPD	11,893.92	20.0000	



LETTING DATE 11/06/2015 LETTING TYPE 1-UNSCHEDULED
LETTING ITEM NBR 019 CONTRACT NBR 66884 DISTRICT 03 RESP BUREAU DESIGN
CONTRACT SECTION 113C & 131R & T

PROJECT IND	PROJECT NBR	ACNCL1	059100297	STATE JOB NBR	C-93-0111-10	GROUP	*****	P A V M E N T	P A R T I C I P A T I O N	AMOUNT	MAXIMUM AMOUNT
COUNTY 093 - KENDALL											
FUND AREA SEQ CONST SFTY	AWARD AMT	IND		PARTICIPANT							
FUND/AREA/SEQ TOTALS	1,130,612.62			FEDERAL(IL)	904,490.10						
				STATE OF IL	143,533.16						
				YORKVILLE	70,695.44						
				KENDALL CO FPD	11,893.92						
07PO L 01 0021	29,879.30	A		YORKVILLE	29,879.30	100.0000					
07PO L 01 0043	70,172.00	A		YORKVILLE	70,172.00	100.0000					
FUND/AREA/SEQ TOTALS	100,051.30			YORKVILLE	100,051.30						
07PO L 02 0021	50,930.13	A		YORKVILLE	50,930.13	100.0000					
FUND/AREA/SEQ TOTALS	50,930.13			YORKVILLE	50,930.13						
07PO L 03 0021	5,953.00	A		OSWEGO	5,953.00	100.0000					
FUND/AREA/SEQ TOTALS	5,953.00			OSWEGO	5,953.00						
07PO L 04 0021	6,391.82	A		OSWEGO	6,391.82	100.0000					
FUND/AREA/SEQ TOTALS	6,391.82			OSWEGO	6,391.82						
07PO L 05 0021	267,871.23	A		OSWEGO	267,871.23	100.0000					
FUND/AREA/SEQ TOTALS	267,871.23			OSWEGO	267,871.23						
COUNTY TOTALS	33,211,899.50			FEDERAL(IL)	26,224,561.63						
				STATE OF IL	6,384,061.06						
				YORKVILLE	303,224.57						
				OSWEGO	288,158.32						
				KENDALL CO FPD	11,893.92						
PROJECT TOTALS	33,211,899.50			FEDERAL(IL)	26,224,561.63						
				STATE OF IL	6,384,061.06						
				YORKVILLE	303,224.57						
				OSWEGO	288,158.32						
				KENDALL CO FPD	11,893.92						
CONTRACT TOTALS	33,211,899.50			FEDERAL(IL)	26,224,561.63						
				STATE OF IL	6,384,061.06						
				YORKVILLE	303,224.57						
				OSWEGO	288,158.32						
				KENDALL CO FPD	11,893.92						

ILLINOIS DEPARTMENT OF TRANSPORTATION
 12/07/15 22:39:11
 LETTING TYPE: SCHEDULED
 RESPONSIBLE BUREAU DESIGN
 PROJECT NUMBER: ACNC11-0591/0287
 ROUTE: IAP 591
 SPS NUMBER(S): 3-22250 0100

SECTION: 13C & 131P & -
 COUNTY: 093 - KENDALL

PAGE: 21
 LETTING DATE: 11/06/2015
 CONTRACT/JOB: 66884/
 LETTING ITEM: 018
 STATE JOB NBR: C-93-011-10

FUND LYSO AREA L SEQ 03 CONST 0028 SAFETY						
PAY ITEM NBR	PAY ITEM DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL PAY ITEM AWARD PRICE	
35100500	AGG BASE CSE A 6	3,497.000	SO YD	7.5000	26,227.50	
40600275	BIT MATLS PR CT	7,865.000	POUND	.0100	79.69	
40800050	INCIDENTAL HMA SURF	392.000	TON	75.0000	29,400.00	
42001300	PROTECTIVE COAT	42.000	SO YD	.0100	.42	
42400100	PC CONC SIDEWALK 4	380.000	SO FT	5.5000	2,090.00	
42400800	DETECTABLE WARNINGS	59.000	SO FT	25.0000	1,475.00	
78000650	THPL PVT MK LINE 24	10.000	FOOT	19.8000	198.00	
FUND/AREA/SEQ/CONST/SAFETY TOTAL					59,469.61	

Elective 10' wide HMA Shoulder Use Rate \$9,469.61 x .20 = \$11,893.92

20% Kendall Co. FPD

Meadowhawk Lodge
11285 Fox Rd, Yorkville, IL 60560



February 24, 2016

Budget		
Demolition		
- Remove existing wood fascia and dispose offsite		
Subtotal		\$850
Masonry		
- Remove 2 masonry stone caps at tops of columns and allow for structural engineer review.		
- Reinstall stone caps following inspection.		
Subtotal		\$2,100
Carpentry		
- Install new wood fascia around beam.		
- Include lifts as required.		
Subtotal		\$3,980
Finishes		
- Paint wood fascia to match existing.		
- Reinstall existing sign.		
Subtotal		\$2,200
Subcontractor Subtotal		\$9,130
General Conditions	\$	2,200.00
OH&P Fee	\$	1,000.00
Overall Construction Total		\$12,330

Exclusions/Clarifications	Item Total
We do not include costs for steel replacement. Wight & Company's structural engineer will review column connections to ensure there is no damage prior to reinstalling stone caps.	
We did not include any costs for permit fees.	
We do not include any costs for a P&P Bond.	
All labor to be prevailing wage.	
No overtime has been included. It is assumed that trades will be working standard hours.	

**SETTLEMENT AND RELEASE
PROPERTY DAMAGE ONLY**

010105-001192-AD-01

KNOW ALL MEN BY THESE PRESENTS that Kendall County Forest Preserve District, for the sole consideration of the amount of Twelve Thousand Three Hundred Thirty Dollars and Zero Cents (\$12,330.00) paid by Plano CUSD 88, receipt of which is hereby acknowledged, does hereby release, acquit and forever discharge Plano CUSD 88, Jenna Steffen, its officers, directors, agents, attorneys, employees, associated companies, affiliates, and subsidiary companies, of and from and all claims, causes of action costs and demands of whatever name or nature and any matter arising or growing out of or on account of a loss which occurred as a result of an incident on or about September 22, 2015, at 11285 Fox Road, Yorkville, IL.

THE UNDERSIGNED ACKNOWLEDGES that the consideration shown above is in full payment and satisfaction of the claim or cause of action described above and that no other promise has been made Plano CUSD 88 or any of its officers, directors, agents, attorneys or employees, and that this is a compromise settlement of any and all liability of Plano CUSD 88 and its officers, directors, agents, attorneys and employees, and all persons who may jointly and severally be liable with them.

This release and the payment made is not to be construed as an admission of liability, all liability being expressly denied.

SIGNED AND SEALED this _____ day of _____, 20 _____.

Kendall County Forest Preserve District

SUBSCRIBED and SWORN to before me this

_____ day of _____, 20 _____.

NOTARY PUBLIC

Kendall County Forest Preserve District

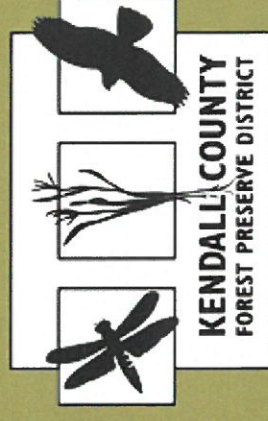
MITIGATION BANKING

Presented by:

Vince Mosca
Senior Ecologist

Hey and Associates, Inc.
Engineering, Ecology and Landscape Architecture

Presentation for:



WHAT IS BANKING?

- An entity creates, restores, or enhances a parcel of land to an improved condition
- Meet certain performance standards
- Another party has a project that impacts jurisdictional wetlands
- Bank sells a “credit acre” for market value



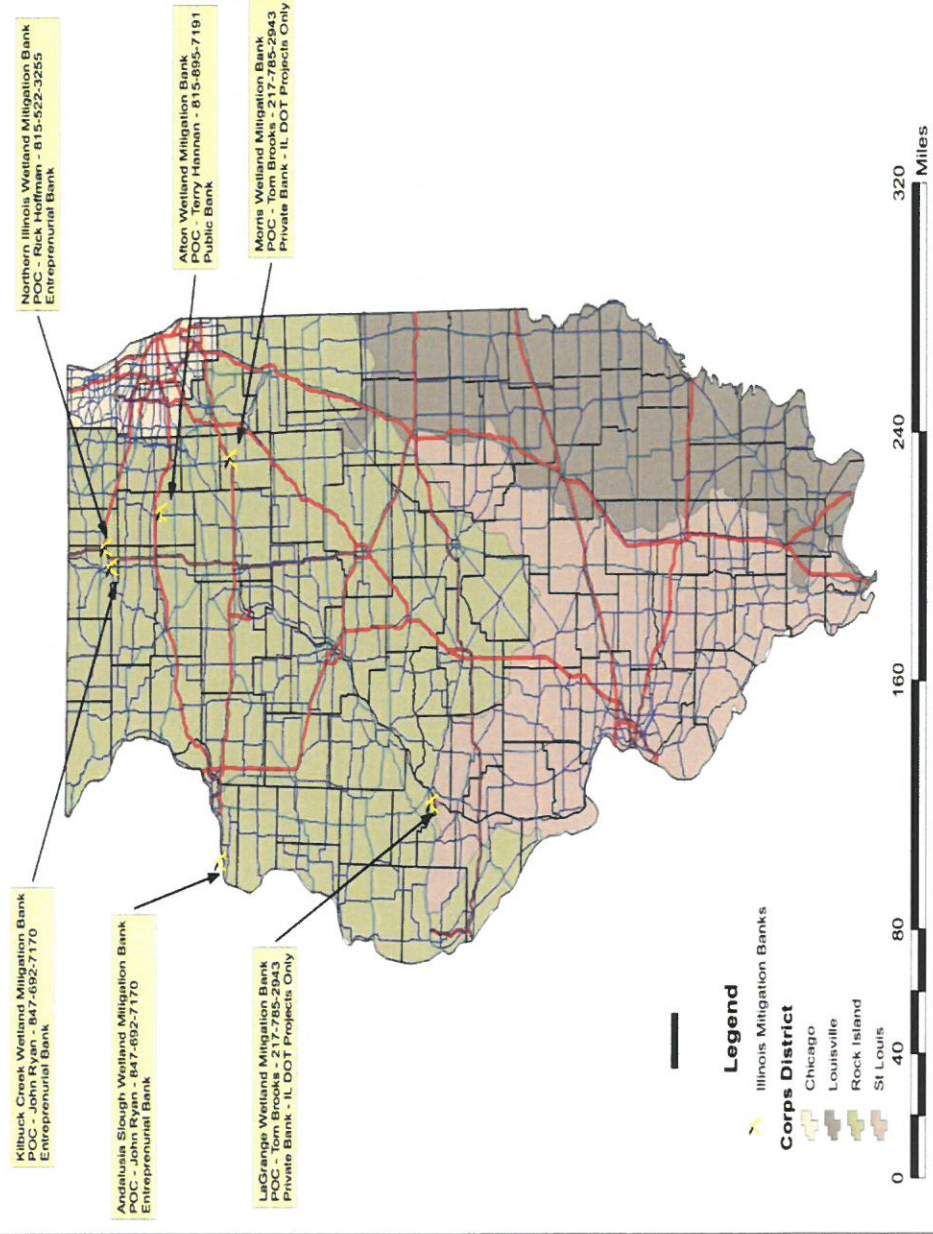
TYPES OF BANKS

- *Public Bank* – All users can purchase, built on public land
- *Entrepreneurial Bank* – Private capital on private land, at least initially; all users
- *Private Bank* – Created for just one or a few users, such as IDOT



CORPS DISTRICT BASED

Wetland Mitigation Banks in Illinois Permitted by the Rock Island District



- Baker Woods Mitigation Bank would be eligible to sell to any purchaser within the Rock Island Corps
- Different Army Corps Districts must account for mitigation for permitted impacts

GOOD SITES

- Drained hydric soil
- Flat but lower than your neighbors for positive drainage
- Drain tile/ditch network that can be modified to “rehydrate” site without damaging neighbors



PROCESS

- Pre-application meeting with Interagency Review Team (IRT)
- With good reception, submit a Prospectus document for review and approval
- Public Notice and Concept Approval
- Develop Banking Instrument with all nuts and bolts of the program



DETAILS

- Need roughly 25 credit acres to get bank approved
- Credit ratios (negotiated):
 - Created: 100%
 - Restored: 100%
 - Enhanced: 25%
 - Buffer: 10%



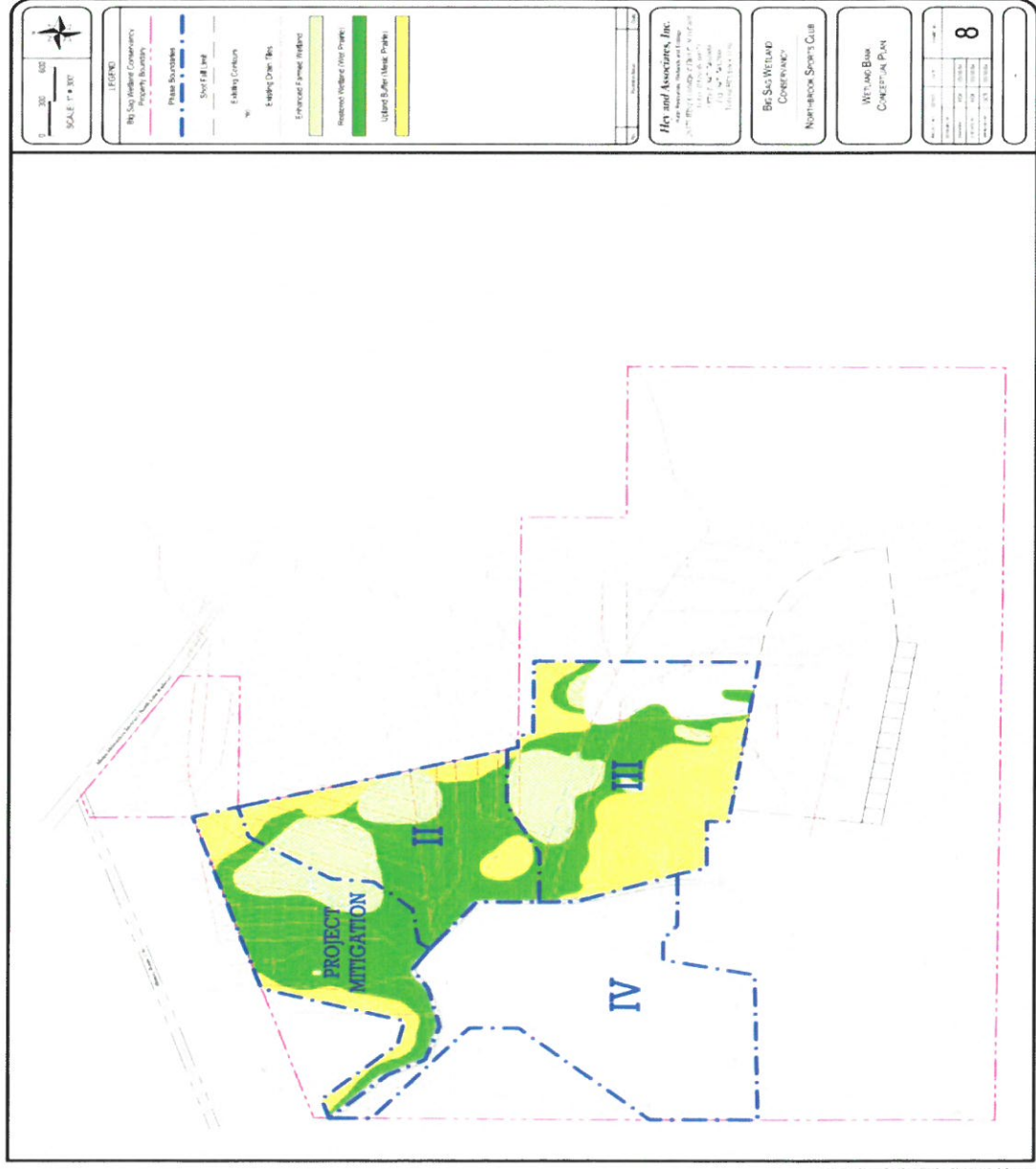
DETAILS

- 30% credit release with approval of instrument
- 30% after proving hydrology (year 2 or so)
- 40% after meeting performance standards



BIG SAG WETLAND BANK

Phased
Banking
Instrument



DRAIN TILE MAPPING



0 400 Feet

Big Sag Tiles

Date of Photo:
2007



BIG SAG WETLAND BANK



BIG SAG WETLAND BANK

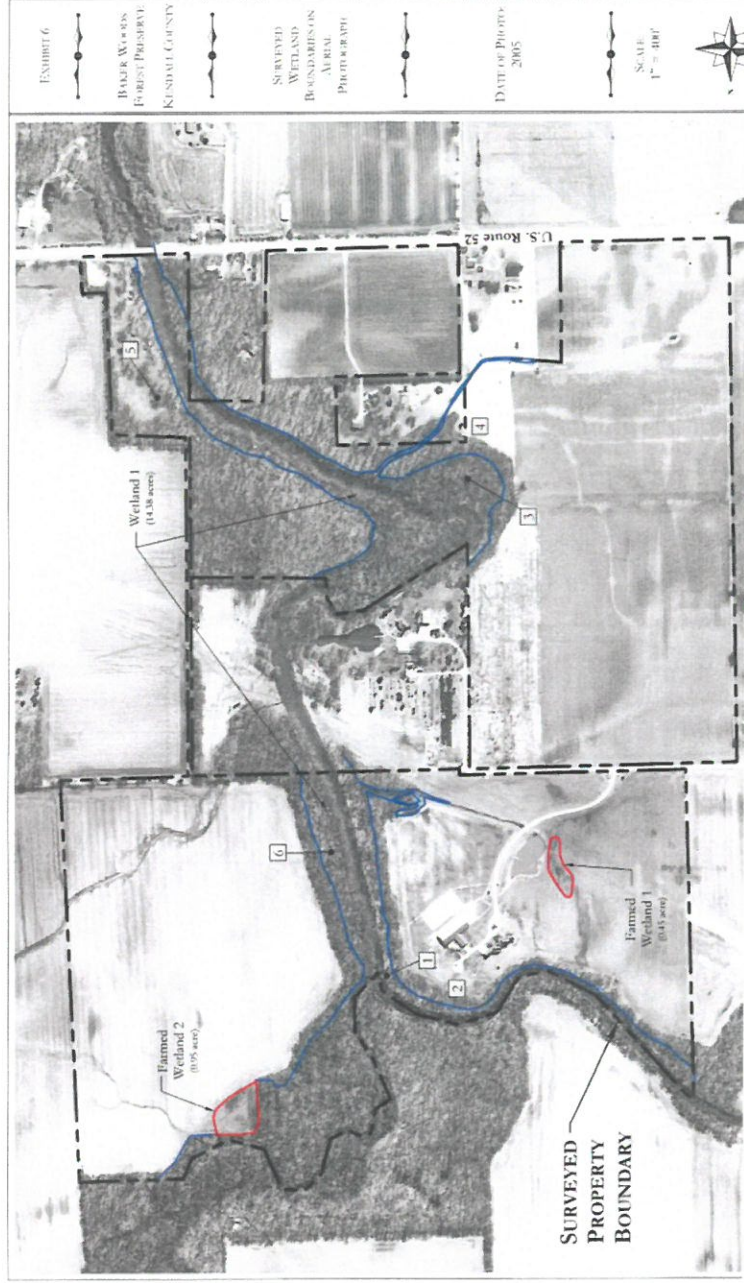


BIG SAG WETLAND BANK



BAKERS WOODS

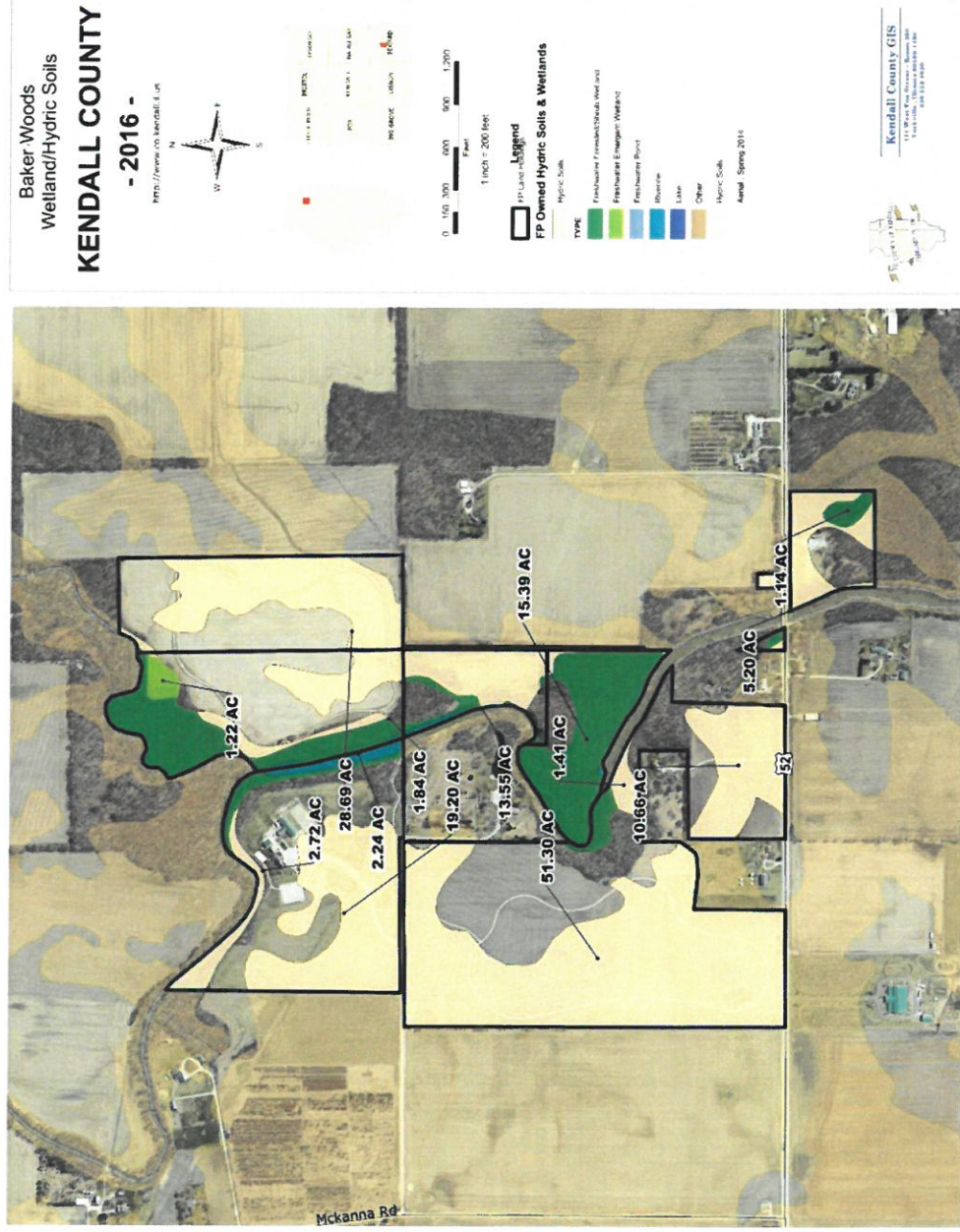
Hey and Associates, Inc.



Hey conducted a wetland delineation for Baker Woods in 2009, including a jurisdictional determination and boundary concurrence from the Army Corps of Engineers

BAKER WOODS

What
could go
wrong?!



QUESTIONS?

Hey and Associates, Inc.

Engineering, Ecology and Landscape Architecture
26575 W. Commerce Drive, Suite 601
Volo, Illinois 60073

Ph: 847.740.0888
Fx: 847.740.0892
volo@heyassoc.com

Vincent Mosca
847.740.0888 x14
vmosca@heyassoc.com

Additional Locations

Chicago

8755 W. Higgins Road
Suite 835
Chicago, IL 60631
773.693.9200
773.693.9202, fax
chicago@heyassoc.com

Milwaukee

9401 W. Beloit Rd, Suite 210
Milwaukee WI 53227
414.327.0440
414.327.0441, fax
milwaukee@heyassoc.com