

To: Kendall County Forest Preserve District Board of Commissioners

From: David Guritz, Director

RE: January 2016 Director's Report

Date: February 10, 2016

Meetings, Events, and Programs

January 11 Auditor's Meeting – Review of Ellis Operations
January 28 Speer Financial Meeting – Review of Bond Refunding Opportunities
February 4 President's Tour and Staff Meetings
February 4 Forest Foundation Board Meeting
February 9 Grant Consultant's Meeting – Review of Grant Project Submittals
February 9 The Wetlands Initiative Phone Consultation – Wetland Banking

Priority Project Updates

Speer Financial Bond Refunding Opportunities

Anthony Micelli will present 2007/2015 Series bond refunding opportunities to the Committee of the Whole on February 10, 2016, with a recommendation that the District move forward with a bank-qualified refunding of up to \$10 million to achieve an estimated savings of just over \$1 million, and increase over the total amount saved from the 2015 refunding issuance.

Kendall Education Connection – Memorandum of Understanding

Deanna Bazan will present details for renewal of a memorandum of understanding, outlining the goals of the Kendall Education Connection, a cooperative programming effort of the District, Kendall-Grundy ROE, Kendall County Soil and Water Conservation District, and the University of Illinois Cooperative Extension.

Soil and Water Conservation District Natural Resource Tours

The Kendall County Soil and Water Conservation District is coordinating the 2016 Natural Resource Tours that will take place at Hoover Forest Preserve later this spring. Over 600 upper elementary students are scheduled to attend from across the county, with the Forest Foundation approving a small grant of \$600 to the District to offset direct costs for the program, and printing costs for summer camp promotional materials that will be distributed to attending students.

Maramech Forest Preserve Restoration Project

A draft Restoration and Management Plan was submitted to the Illinois Nature Preserves Commission for review and comment. The plan calls for continued efforts to control invasive and exotic species present within the nature preserve and buffer areas. We are in process of securing quotes for Japanese Honeysuckle along the slope contours and upland forest areas to the west of the observation platform, with additional efforts continuing in spring to control Dame's Rocket, Garlic Mustard, and Japanese Hedge Parsley. \$6,500 is available for brush clearing efforts, and is weather dependent. Any funds remaining will be used to continue these efforts next winter.

The last floristic quality survey of Maramech occurred in 2001. \$1,500 is needed to complete an updated survey to help inform the management plan for the site, and identify local populations of rare, threatened and endangered plant species.

The District plans to coordinate restoration work days with environmental science students from Plano, Yorkville, and Oswego.

The \$2,000 remaining balance of the required ComEd Green Region match will be used to support control of Common Reed (Phragmites) at the Tucker-Millington Fen nature preserve in July and August.

Schessler's Fen Restoration Project

The Conservation Foundation is extending an offer to support restoration efforts at Schessler's Fen. The Conservation Foundation is working to secure support from an ecological restoration firm for a significant clearing project within the fen area, and is looking to involve adjacent homeowners to secure permission to extend efforts beyond the District's land ownership. Volunteer work days will be scheduled to support continued stewardship activities while restoration is in process, and following completion.

LWCF/OSLAD Grant Reimbursement

There are two remaining checklist items needed prior to submission of the District's final billing statement. RVG is working to submit required amendments to their market value assessment report, and Attorney Lisa Coffey has been contacted in order to file a second required State of Illinois covenant document with the original warranty deed with the Clerk's Office.

Summer Camp Registrations

Summer camp registration is underway, and the District is receiving more registrations each day.

Ellis House Bridal Expo

Tina Villarreal is working with Elaine Salato to secure sponsors and vendors for the upcoming Bridal Expo. The expo will be held on Sunday, February 21.

Wetland Banking Study

Eugene Walsh with the US Army Corps of Engineers – Rock Island District has reviewed candidate sites for a potential wetland mitigation project, with Baker Woods Forest Preserve standing out as the only forest preserve location with sufficient hydrology and hydric soils present to support a significant wetland restoration and mitigation program. Baker Woods is free from any State or Federal conservation grant covenants, which simplifies the process and expands District options and approaches.

In speaking with Jill Kostel, project engineer with The Wetlands Initiative, four area companies specialize in re-establishing wetlands that are sufficiently well-versed in the Army Corps requirements for establishing banking credits. Recommended firms include Applied Ecological Services, V3 Companies, Hay and Associates and Tallgrass Restoration LLC.

Mitigation credits become available for purchase over the course of the project. With initial approval, a portion of the credits becomes available for purchase at a ratio of 2:1, where developers are able to purchase two bank credits for each acre of required mitigation. This ratio changes to 1:1 following project completion and sign-off, making the final credits the most valuable in terms of cost effectiveness for developers.

I will invite a representative from Hay and Associates to present at an upcoming meeting. Following this presentation, an engineering study will need to be performed to determine possible project approaches, cost estimates, and potential for generation of credits.

Ellis House Repairs

During the tour with President Wherli, inspection of Ellis House revealed roof damage and falling shingles exposing the underlayment, likely as a result of wind damage from the storm that also damaged the site's utility poles. Marty Vick is looking into temporary repairs, but a new roof for the Ellis House is needed, along with exterior painting, caulking work, and window replacements. I will be checking with IPMG to determine whether a claim can be filed for the storm damage.

Controlled Burn Training

A total of 13 District staff members and volunteers are scheduled to attend Chicago Wilderness Controlled Burn Training on February 18 and 19 at the Morton Arboretum. 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

The District has received applications from a number of candidates for the position, and will begin interviews next week. Summer Camp Instructors and Ellis House and Equestrian Center Seasonal position descriptions have been developed for Commission review. Once approved, the positions will be posted to the District's website and the Chicagoland Environmental Network's website.

The District is reaching out to Black Hawk College in Moline to promote summer internship opportunities. With Commission consent, the District is able to extend intern housing at Ellis for students supporting Equestrian Center operations and programs.

PTAX Form Filing

PTAX forms and documentation were presented to the Recorder's Office for Fox River Bluffs Forest Preserve parcels.

USF&WS Salvage Permit

The District's annual report was filed with the USF&WS in order to maintain the District's wildlife salvage permit required for collection of wildlife for research and educational purposes.

Respectfully submitted,



David Guritz, Director

KENDALL COUNTY FOREST PRESERVE

MONTHLY REPORT – JANUARY 2016

RESERVATIONS / Responsibilities

Harris Forest Preserve

2 External - 95 guests

Guests: Bristol-Kendall Fire Dept Ice Training
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:

8 External events: 210 guests

Guests: Church Retreat
Scout Troops: T3, T17, T894, T699, T10, T83, American Heritage Girl Scouts

Meadowhawk Lodge: 2 External events: 75 Guests
Yorkville Administration Community Meeting
Church Gathering

KC Outdoor Education Center: Plano, Sandwich, Yorkville & outside groups.
Total Guests: 140

Historic Courthouse

Internal: 0 events – 0 guests
Guests:

External: 11 events – 220 guests

Guests: ROE: Retired Teacher Meeting, Truancy Hearing & Bus Driver Training
Weight Control Meetings 4H Meeting
KC Animal Control – Orientation Meeting
Mary Kay Area Meeting

**KENDALL COUNTY FOREST PRESERVE
MONTHLY REPORT – JANUARY 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: Over the past several weeks, I have reviewed all events/reservations placed in ReCPro to ensure there are no duplications or missing reservations. Continue to enter 2016 reservations into the new system from Site Trak. All the summer camp programs have been entered. Registration started January 26, 2016. Started entering Ellis riding lesson and program information.

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

Worked with Kim Olson on time sheets and turning in the Payroll vouchers for the pay periods in January. 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 January. 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. Reviewed Summer Camp information with Emily Dombrowski so ReCPro could be updated with this information.

→ Field Trips: Received several inquiries regarding field trips and fees. Waiting to hear from several schools on the date they wish to book.

→ 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: 1/1/2016 - 1/31/2016

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Facility Category		Forest Preserve			
Facility	Room	Use Type	Revenue	Refund	Total
Hoover Forest Preserve	Blazing Star	Other	\$300.00		\$300.00
Hoover Forest Preserve	Blazing Star	Scout Outing	\$340.00		\$340.00
Hoover Forest Preserve	Kingfisher	Birthday Party	\$170.00		\$170.00
Hoover Forest Preserve	Moonseed	Retreat	\$440.00		\$440.00
Hoover Forest Preserve	Moonseed	Scout Outing	\$570.00		\$570.00
Hoover Forest Preserve	Group Campsite A	Scout Outing	\$150.00		\$150.00
Hoover Forest Preserve	Group Campsite B	Scout Outing	\$150.00		\$150.00
Hoover Forest Preserve	Meadowhawk Lodge	Other	\$187.50		\$187.50
Harris Forest Preserve	Shelter 1	Family Reunion	\$50.00		\$50.00
Harris Forest Preserve	Shelter 4	Birthday Party	\$165.00		\$165.00
Harris Forest Preserve	Shelter 4	Family Outing	\$50.00		\$50.00
Harris Forest Preserve	Shelter 7	Family Reunion	\$50.00		\$50.00
Totals For Forest Preserve			\$2,622.50		\$2,622.50

Facility Category		Historic Courthouse			
Facility	Room	Use Type	Revenue	Refund	Total
Historic Courthouse	East Wing Conference Room	Wedding Ceremony	\$40.00		\$40.00
Historic Courthouse	Third Floor Conference Room	Wedding Ceremony	\$40.00		\$40.00
Historic Courthouse	Court Room	Business Meeting	\$480.00		\$480.00
Historic Courthouse	Court Room	Wedding Ceremony	\$160.00		\$160.00
Totals For Historic Courthouse			\$720.00		\$720.00
Room Rental Totals			\$3,342.50		\$3,342.50



Facility Revenue - Summary Report

Receipt Dates: 1/1/2016 - 1/31/2016

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Package	Revenue	Refund	Total
Shelter 1 & 4	\$300.00		\$300.00
Package Rental Totals	\$300.00		\$300.00
Grand Totals	\$3,642.50	\$0.00	\$3,642.50



Course Revenue - Summary Report

Winter 2015

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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	\$10.00	6	16	38%	\$50.00
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	\$30.00	8	16	50%	\$40.00
Totals For Public Programs		\$40.00	14	144	10%	\$890.00

School Programs

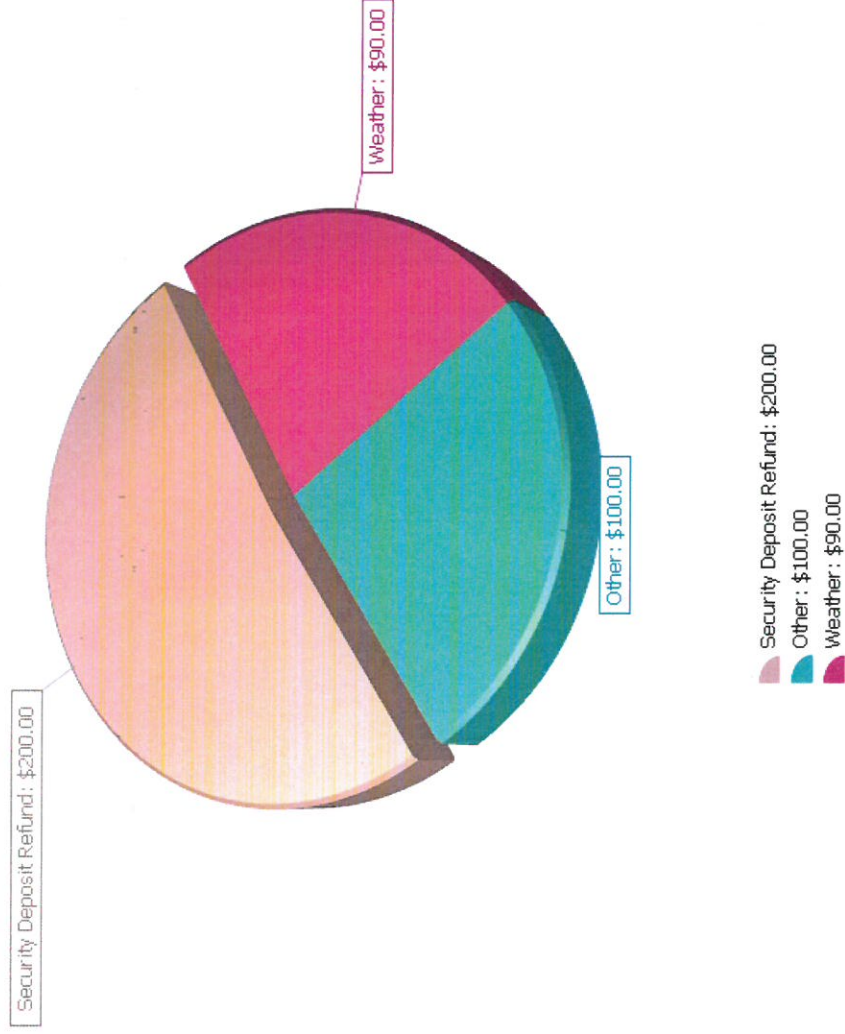
Course#	Course Title	Revenue	Actual Enroll	Max Enroll	% Full	Revenue Not Realized
7	Animals in Winter	\$581.40	0	1	0%	\$3.00
Totals For School Programs		\$581.40	0	1	0%	\$3.00
Totals For Environmental Education		\$621.40	14	145	10%	\$893.00
Grand Totals		\$621.40	14	145	10%	\$893.00

Refunds

Refund Date: 1/1/2016 - 1/31/2016

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Amount Refunded



Total Amount Refunded: \$390.00

GROUNDS & MAINTENANCE STAFF REPORT

JAN. 2016

Kim Olson, Superintendent

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

Jay Teckenbrock - *maintain Hoover*

JAN. - PATRICK HIGGINS AND RON SMRZ

- Patrick and Ron open all preserves each weekday by 8am.
- The equipment woes, breakdowns, and repairs have monopolized a great deal of EVERYONE's time!
- We all are learning the Hoover infrastructure and maintenance. This is a main priority for all of us, and we have spent several days going from one crisis to another! Tankless Water Heaters, furnaces, various forms of Lighting, Geothermal Tech, Thermostats, Filters etc. When it rains...it truly does pour!
- Several snow and ice events were thrown into the mix and only one truck to handle it as the salt spreader took some time to come to fruition.
- Patrick and Ron continue to carry the majority of the duties and load for Hoover as well as the rest of the preserves. Jay Teckenbrock started Dec. 2 and is continuing in training, but until he knows the ropes, the burden will fall entirely on them. They are assisting with his training also as they are the highly trained Professionals and experts on all equipment and areas. It takes a full year of ALL four Seasons to be trained.
- Ash Tree removal is an ongoing endeavor, and will continue for years to come, taxing field staff duties to the extreme.
- Jared Anderson continues in opening and closing as needed to relieve myself, Ron and Patrick of that duty during the staff shortage due to medical leaves. He is covering both Harris and Hoover.
- Mike Stone closes on Monday nights.
- Cliff Oleson opens on Sundays and Holidays.

JAN. -KIM OLSON

- I am closing on Sat. nights in the medical absence of Jeannie Leland.
- I assist in payroll, vouchers, reservations, mail, etc.
- I did Annual reviews.
- 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. I am still re-structuring and juggling scheduling of all the various duties with a sparse part time staff as needed to accommodate Hoover responsibilities required. Hoover demands a 24/7/365 schedule for the bunkhouses and Meadowhawk Lodge functions.
- I 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.

HOOVER:

- Mike Stone assists weekdays part time and Chris Bazos assists on weekends with overnight guests, "check ins and outs", camper needs and various duties to keep things running.
- Jared Anderson closes, opens and cleans part time.

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.

Education Department Monthly Report- February

The education department has been busy working on planning spring break and summer camps, redoing school programs, and marketing our public programs.

Registration for summer camps opened on January 25th. We have had a lot of interest in these camps and have been receiving forms and payments every day since then.

We have also been receiving a lot of registrations for our spring school programs. In late April and early May we have 17 days of programs in a row. The main programs that we will be presenting during this time include BugFest for 1st graders and Ecology and Ecosystems for 5th graders.

One project that we have been working on is organizing the Law of Nature museum. We have refilled all the sensory bins, reorganized the bookshelf and have added other educational materials so that children will be able to make the most out of their visit.

Marketing has been a big priority for us the past couple of months. We have been posting more to social media as well as other outlets including an ad blast from Shaw Media and other local pages. We have seen more enrollments in our public programs because of these postings. Our upcoming Toddling Naturalist program has 10 children enrolled.

We are in the midst of planning for our Maple Syrup program that will be held on March 19. Participants in the program will take a guided hike to learn about the process of making maple syrup. After the hike, they will enjoy a pancake breakfast served with maple syrup.

February 3, 2016

Mr. David Guritz
Director
Kendall County Forest Preserve District
110 West Madison Street
Yorkville, Illinois 60560

Re: Kendall County Forest Preserve District, Illinois
Issuance of General Obligation Bonds Refund all or a portion of the District's Outstanding
General Obligation Bonds, Series 2007

Dear Dave:

Speer Financial, Inc. ("Speer") is pleased to provide this Engagement Letter to the Kendall County Forest Preserve District, Illinois (the "Client") for our services as Municipal Advisor in connection with the issuance of the securities referenced above (the "Bonds"). The purpose of the issuance of the Bonds, briefly stated, is to provide for the refunding of all or a portion of the Client's outstanding General Obligation Bonds, Series 2007 (the "Project").

Speer is providing this Engagement Letter to you to memorialize the terms of our engagement (the "Engagement") as your Municipal Advisor with respect to the issuance of the Bonds. This Engagement Letter is required under current Federal securities law and serves to provide certain additional information to the Client, such as conflict disclosures and specification of services.

Services. Speer agrees to provide to the Client the municipal advisory services (the "Services") set forth in the attached **Exhibit A**. Certain limitations to Speer's Services are set forth in the attached **Exhibit B**. The Client, as an issuer of municipal securities, is also subject to certain other terms as it relates to the issuance of securities and Speer's Engagement. These terms are detailed in the attached **Exhibit C**.

Term and Termination. Speer's Engagement shall remain in effect until terminated by the Client or Speer upon at least thirty (30) days written notice to the other party, as indicated in the Contract. If the Client terminates the Engagement prior to the issuance of the Bonds, Speer expects to negotiate with the Client a mutually agreeable compensation for the Services provided by Speer prior to such termination.

SPEER FINANCIAL, INC.

Compensation. The Speer compensation set forth below is the same as previously provided in the Contract. As compensation for Speer's provision of the Services, Speer shall receive a fee based upon the par amount of the Bonds issued, calculated as follows:

Financial Advisory Services:	\$4,500.00 plus 1/4 of 1% of the municipal securities issued, not to exceed \$19,900.00 per sale.
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This fee is the same regardless of the method of sale of the Bonds and is contingent on the sale of the Bonds. This fee does not include the payment of Speer's out-of-pocket costs as further described in **Exhibit B**. See the attached **Exhibit D** for a description of the conflicts of interest in connection with each form of compensation.

Representations of Client. The factual representations contained in the documents which are prepared by Speer in the course of its Engagement, and the factual representations which may also be contained in any other documents that are furnished to Speer by the Client, are essential for and provide the basis for Speer's municipal advice. Accordingly, it is important for the Client to read and understand the documents Speer provides to the Client because the Client will be confirming the truth, accuracy and completeness of matters contained in those documents. Speer's Engagement does not include the verification of the truth or accuracy of such factual representations, as further described in the attached **Exhibit C**.

Disclosure of Conflicts of Interest. Set forth in the attached **Exhibit D** is a disclosure by Speer of its conflicts of interest, if any. Should the Client have any questions or concerns with this disclosure, the Client should promptly contact Speer.

We sincerely appreciate this opportunity to be of service, and look forward to working with you.

Sincerely,

SPEER FINANCIAL, INC.

By: K. W. McCann

Its: President

EXHIBIT A

SPEER FINANCIAL, INC. MUNICIPAL ADVISOR SERVICES FOR Kendall County Forest Preserve, Illinois

Financial Planning Services

1. *Orientation:* Reviewing the Client's current financial position, statutory authority, and financing capabilities, including whether a refunding or defeasance of any outstanding debt is appropriate.
2. *Coordination:* Coordinating financial planning and issuance details with the Client's staff, bond counsel, paying agents, rating agencies and other transaction participants.
3. *Consultation:* Consulting with the elected and key appointed officials and staff regarding the various phases of the development and implementation of a financing plan.
4. *Public Relations:* Responding to inquiries from the general public or news media relating to municipal issuance related matters.
5. *Planning:* Developing a debt financing plan that includes all or some of the following:
 - a. Maturity Schedules - Alternative maturity schedules relating to the financing. These schedules may "wrap" around existing debt to provide stable tax rates, level debt service payments, or meet other policy or cash flow requirements as may be requested by the Client.
 - b. Market Receptivity - An evaluation of potential market receptivity for each debt issuance and recommend the most suitable sale option.
 - c. Tax Law - Consultation with bond counsel as to the ramifications of Federal tax law on the financing plan.
 - d. Credit Rating and/or Insurance - A costs and benefits analysis regarding whether to obtain any available credit enhancements and/or a credit ratings.
 - e. Competitive and Negotiated Sale of Debt Securities - An analysis and corresponding recommendation regarding the method of sale to be used in connection with the financing plan.
 - f. Financing Timeline - A tentative financing timeline to guide officials regarding the timing of various aspects of the financing plan.

Competitive Sale Services

1. *Authorizing Resolutions/Ordinances* - Assist the Client's attorney and/or bond counsel with regard to the financial provisions to be included within the Client's authorizing resolutions/ordinances relative to the securities issuance.
2. *Credit Rating and/or Insurance* - When applying for a credit rating and/or bond insurance, Speer will submit the necessary data and documents to the selected rating agency(ies) and/or insurance company(ies).
3. *Disclosure Document, Notice of Sale and Bid Form:*
 - a. Preparation of Documents - Prepare a preliminary Official Statement, Term Sheet, Statement of Facts or Limited Offering Memorandum (each a "Disclosure Document"), Notice of Sale and Bid Form. Following the award of the securities, Speer shall prepare the final Disclosure Document corresponding to the Project. The Disclosure Document will describe the securities being issued and will contain detailed information provided by the Client and bond counsel.
 - b. Notice of Sale Publication - Notify certain prospective purchasers of the sale and prepare, as necessary, a Notice of Sale.
 - c. Encouragement to Bidders - Circulate the preliminary Disclosure Document to certain potential purchasers, including as appropriate, investment institutions, banks and underwriters, to solicit bids from such firms for the Client's securities. Provide copies of the preliminary Disclosure Document and Official Bid Forms, as applicable, for each sale to the Client for distribution to local banks and elected officials.
 - d. Bid Opening, Analysis and Recommendations - Conduct each sale, examine the bids submitted for completeness and compliance with the applicable bidding requirements, evaluate the bids for accuracy, and recommend a proposed course of action relative thereto.
4. *Preparation, Registration and Delivery of Securities* - Conduct all necessary undertakings in order to complete the financing, including monitoring the preparation, registration and delivery of the securities being issued.
5. *Debt Service Schedule* - Provide the Client with a final debt service schedule and other financial materials pertinent to the securities sale.

Negotiated Sale Services

1. *Authorizing Resolutions/Ordinances* - Assist the Client's attorney and/or bond counsel with regard to the financial provisions to be included within the Client's authorizing resolutions/ordinances relative to the securities issuance.

2. *Credit Rating and/or Insurance* - When applying for a credit rating and/or bond insurance Speer will submit the necessary data and documents to the selected credit rating agency(ies) and/or insurance company(ies).
3. *Disclosure Document and Proposals:-*
 - a. Preparation of Documents - Prepare or assist in the preparation of a preliminary Disclosure Document, Request for Proposals (RFP) or Request for Qualifications (RFQ) if requested by the Client, and, following the award of the securities, the final Disclosure Document.
 - b. Proposal Analysis and Recommendations - Review and examine any proposals submitted for completeness and compliance with the applicable RFP/RFQ requirements, evaluate the proposals for accuracy, and recommend a proposed course of action relative to the proposals received.
4. *Negotiation of Terms* - Negotiate with the selected underwriter(s)/purchaser(s) relative to interest rates, terms and conditions of the securities issuance.
5. *Preparation, Registration and Delivery of Securities* - Conduct all necessary undertakings in order to complete the financing, including, monitoring the preparation, registration and delivery of the securities being issued.
6. *Debt Service Schedule* - Provide the Client with a final debt service schedule and other financial materials pertinent to the securities sale.

EXHIBIT B

LIMITATIONS TO SPEER'S MUNICIPAL ADVISOR SERVICES

Speer's duties as Municipal Advisor are limited to the Services detailed in **Exhibit A**. Among other things, Speer's Engagement does not include:

1. Giving any advice, opinion or representation as to the fiscal prudence or policy priority of issuing the securities or any other aspect of the securities transaction, including, without limitation, the undertaking of any project to be financed with the proceeds of the securities, as those are the Client's policy decisions.
2. Giving any opinion or advice on the legality of the securities or the tax status of the securities.
3. Preparing any of the following: requests for tax rulings from the Internal Revenue Service, blue sky or investment surveys with respect to the securities, state legislative amendments, or pursuing test cases or other litigation.
4. Undertaking rebate calculations for the securities or anything related to monitoring investments of securities proceeds or expenditure of securities proceeds, as that is a specialty service provided by others when appropriate.
5. Participating in the underwriting of the debt, as prohibited by Federal securities law.
6. Monitoring the actual use of proceeds, the timely expenditure of proceeds and the project completion status.
7. Verifying the accuracy of audited and unaudited financial statements.
8. Giving advice on the investment of securities proceeds.
9. Monitoring ongoing obligations and covenants entered into by the Client with respect to the securities, as these tasks are performed by the Client.
10. The Services do not include the payment by Speer of its "out of pocket" expenses, including but not limited to, the utilization of a bidding platform (*SpeerAuction* or *SpeerBids*), verification services as requested by the Client, mailing, overnight and messenger delivery and copying costs.
11. Filing material events notices or otherwise assisting the Client with its continuing disclosure obligations, as such assistance is to be provided under a separate written agreement. Nothing in this Engagement Letter obligates Speer to provide, or the Client to pay for, any such continuing disclosure services.

EXHIBIT C

OTHER TERMS OF THE SPEER ENGAGEMENT

Please note the following with respect to the Client's role in connection with each issuance of securities.

1. It is important for the Client to read and understand the documents Speer provides to the Client because the Client will be confirming the truth, accuracy and completeness of matters contained in those documents at the issuance of the securities. If the documents contain incorrect or incomplete factual statements, the Client must call those to Speer's attention. Speer will not perform an independent investigation or verification to determine the accuracy, completeness or sufficiency of any such document or render any advice, view or comfort that the Disclosure Document or other disclosure document does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading. Any information in such documents does not constitute a review, audit or certified forecast of future events and any such financial information may not conform to accounting principles applicable to compilations of financial information. Any untruth, inaccuracy or incompleteness may have adverse consequences affecting either the tax exemption of interest paid on the securities or the adequacy of disclosures made in the Disclosure Document under State and Federal securities laws, with resulting potential liability for the Client. During the course of its Engagement, Speer will assume and rely on the Client to provide Speer with complete and timely information on all developments pertaining to any aspect of the securities and their security. Speer understands that the Client will cooperate with Speer in this regard.
2. To the extent that during the course of Speer's advising the Client a relevant matter comes to Speer's attention which appears to be contrary to what is contained in the transaction documents including any representations in the transaction documents or in the Disclosure Document, Speer may ask the Client about such apparent divergence of the facts; but to the extent that the facts and representations stated in the documents Speer provides to the Client, and are not corrected by the Client, Speer is then relying upon the Client's signed certifications for their truth, accuracy and completeness.
3. Issuing the securities as "securities" under State and Federal securities laws and on a tax-exempt basis is a serious undertaking. As the issuer of the securities, the Client is obligated under that State and Federal securities laws and the Federal tax laws to disclose all material facts. The Client has a duty to exercise "due diligence" in determining the accuracy and completeness of the information used in the Disclosure Document and the information upon which legal opinions related to the securities are based. The Client's lawyers, accountants and advisors can assist the Client in fulfilling these duties, but the Client in its corporate capacity, including the Client's knowledge, has the collective knowledge of the facts pertinent to the transaction and the ultimate responsibility for the presentation and disclosure of the relevant information.
4. Requirements of issuing debt include that the Client is current in its annual continuing disclosure obligations, including material events notices, and current in its arbitrage rebate obligations. These requirements are the obligation of the Client and not of Speer or bond counsel.

EXHIBIT D

DISCLOSURE OF CONFLICTS OF INTEREST

VARIOUS FORMS OF COMPENSATION

The Municipal Securities Rulemaking Board (MSRB) requires Speer, as a Municipal Advisor, to provide written disclosure to the Client about the actual or potential conflicts of interest presented by various forms of compensation. Speer must provide this disclosure unless the Client has required that a particular form of compensation be used.

The forms of compensation for Municipal Advisors vary according to the nature of the engagement and requirements of the Client, among other factors. Various forms of compensation present actual or potential conflicts of interest because they may create an incentive for a Municipal Advisor to recommend one course of action over another if it is more beneficial to the Municipal Advisor to do so. This exhibit discusses various forms of compensation and the timing of payments to a Municipal Advisor.

Fixed Fee. Under a fixed fee form of compensation, the Municipal Advisor is paid a fixed amount established at the outset of the transaction. The amount is usually based upon an analysis by the Client and the Municipal Advisor of, among other things, the expected duration and complexity of the transaction and the agreed-upon scope of work that the Municipal Advisor will perform. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, the Municipal Advisor may suffer a loss. Thus, the Municipal Advisor may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. There may be additional conflicts of interest if the Municipal Advisor's fee is contingent upon the successful completion of a financing, as described below.

Hourly Fee. Under an hourly fee form of compensation, the Municipal Advisor is paid an amount equal to the number of hours worked by the Municipal Advisor times an agreed-upon hourly billing rate. This form of compensation presents a potential conflict of interest if the Client and the Municipal Advisor do not agree on a reasonable maximum amount at the outset of the engagement, because the Municipal Advisor does not have a financial incentive to recommend alternatives that would result in fewer hours worked. In some cases, an hourly fee may be applied against a retainer (*e.g.*, a retainer payable monthly), in which case it is payable whether or not a financing closes. Alternatively, it may be contingent upon the successful completion of a financing, in which case there may be additional conflicts of interest, as described below.

Fee Contingent upon the Completion of a Financing or Other Transaction. Under a contingent fee form of compensation, payment of a Municipal Advisor's fee is dependent upon the successful completion of a financing or other transaction. Although this form of compensation may be customary for the Client, it presents a conflict because the Municipal Advisor may have an incentive to recommend unnecessary financings or financings that are disadvantageous to the Client. For example, when facts or circumstances arise that could cause the financing or other transaction to be delayed or fail to close, a Municipal Advisor may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

Fee Paid under a Retainer Agreement. Under a retainer agreement, fees are paid to a Municipal Advisor periodically (*e.g.*, monthly) and are not contingent upon the completion of a financing or other transaction. Fees paid under a retainer agreement may be calculated on a fixed fee basis (*e.g.*, a fixed fee per month regardless of the number of hours worked) or an hourly basis (*e.g.*, a minimum monthly payment, with additional amounts payable if a certain number of hours worked is exceeded). A retainer agreement does not present the conflicts associated with a contingent fee arrangement (described above).

Fee Based upon Principal or Notional Amount and Term of Transaction. Under this form of compensation, the Municipal Advisor's fee is based upon a percentage of the principal amount of an issue of securities (*e.g.*, bonds) or, in the case of a derivative, the present value of or notional amount and term of the derivative. This form of compensation presents a conflict of interest because the Municipal Advisor may have an incentive to advise the Client to increase the size of the securities issue or modify the derivative for the purpose of increasing the Municipal Advisor's compensation.

OTHER MATERIAL CONFLICTS OF INTEREST

The MSRB requires Speer, as a Municipal Advisor, to provide written disclosure to the Client about material conflicts of interest, if any. As of the date of this Engagement Letter, Speer is unaware of any material conflicts of interest.

KENDALL COUNTY FOREST PRESERVE DISTRICT, ILLINOIS

General Obligation Refunding Bonds, Series 2016

Preliminary Timetable (February 1, 2016)

<u>Task</u>	<u>Party Responsible</u>	<u>Date</u>
Preparation of Materials for Official Statement (OS)	District and Speer	February 1 - February 22
Distribute Draft Underwriter RFP	Speer	February 1
Finance Committee and COW Meeting	District	February 10 @ 4:30 pm
Finalize and Distribute RFP	Speer and District	February 11
Distribute Draft of Bond Ordinance	Bond Counsel	Week of February 15
Request Call with Rating Agency	District and Speer	Week of February 15
Distribute Draft POS	Speer	February 23
Distribute Rating Package	Speer	February 23
Bond Ordinance Adopted	District	March 1 @ 6:00pm
Receive Underwriter Proposals	District and Speer	March 4
Comments received on draft POS	All Parties	March 7
Rating Call	District and Speer	Week of March 7
Approval of Underwriter	District	March 16 @ 9:00am
Underwriter POS Review and Due Diligence	Underwriter	Week of March 21
Receive Bond Rating	District and Speer	Week of March 21
Finalize and Print POS	Speer	Week of April 4
Bond Sale	All Parties	Week of April 11
Bond Closing	All Parties	Week of May 9

All Board Events or Actions are Highlighted in BLUE

Kendall County Forest Preserve District, Illinois

Refunding Analysis

Scenario 1 - NBQ Refunding of Outstanding 07 Bonds

Bond Year	General Obligation Refunding Bonds,									
	Series 2016					Less:				
	Current 2007 Bonds Debt Service	Current 2015 Bonds Debt Service	Total Current Debt Service	Principal (1/1)	Estimated Rate (1)	Interest (1)	Total	Refunded Series 2007 Debt Service	Estimated New Debt Service	Gross Savings
2017	\$3,380,925	\$398,695	\$3,779,620	\$750,000	1.10%	\$532,959	\$1,282,959	(\$1,499,425)	\$3,563,154	\$216,466
2018	3,704,425	398,015	4,102,440	500,000	1.35%	778,083	1,278,083	(1,499,425)	3,881,098	221,343
2019	3,999,425	402,335	4,401,760	3,010,000	1.80%	771,333	3,781,333	(3,999,425)	4,183,668	218,093
2020	4,124,425	401,570	4,525,995	3,190,000	1.95%	717,153	3,907,153	(4,124,425)	4,308,723	217,273
2021	4,236,925	400,535	4,637,460	3,365,000	2.15%	654,948	4,019,948	(4,236,925)	4,420,483	216,978
2022	4,586,925	394,500	4,981,425	3,785,000	2.30%	582,600	4,367,600	(4,586,925)	4,762,100	219,325
2023	4,911,925	398,580	5,310,505	4,195,000	2.50%	495,545	4,690,545	(4,911,925)	5,089,125	221,380
2024	5,701,925	397,320	6,099,245	5,090,000	2.80%	390,670	5,480,670	(5,701,925)	5,877,990	221,255
2025	5,539,425	396,060	5,935,485	5,075,000	2.95%	248,150	5,323,150	(5,539,425)	5,719,210	216,275
2026	3,441,675	2,724,800	6,166,475	3,125,000	3.15%	98,438	3,223,438	(3,441,675)	5,948,238	218,238
2027		6,624,800	6,624,800						6,624,800	0
Total	\$43,628,000	\$12,937,210	\$56,565,210	\$32,085,000		\$5,269,876	\$37,354,876	(\$39,541,500)	\$54,378,586	\$2,186,624

Refunding Statistics			
Estimated Present Value Savings:			\$1,937,650
Refunded Principal Amount:			\$29,120,000
% PV Savings:			6.65%
Escrow Arbitrage:			(\$928,366)

(1) Assumes estimated current market interest rates for a non-bank qualified transaction plus 10 basis points. Subject to change.

Kendall County Forest Preserve District, Illinois

Refunding Analysis

Scenario 2 - Part 1- BQ Refunding of a Portion of the 07 Bonds with Level Savings

Bond Year	General Obligation Refunding Bonds,									
	Series 2016					Less:				
	Current 2007 Bonds Debt Service	Current 2015 Bonds Debt Service	Total Current Debt Service	Principal (1/1)	Estimated Dated Date: June 15, 2016 Rate (1)	Interest (1)	Total	Refunded Series 2007 Debt Service	Estimated New Debt Service	Gross Savings
2017	\$3,380,925	\$398,695	\$3,779,620	\$180,000	1.05%	\$183,239	\$363,239	(\$474,600)	\$3,668,259	\$111,361
2018	3,704,425	398,015	4,102,440	95,000	1.25%	268,463	363,463	(474,600)	3,991,303	111,138
2019	3,999,425	402,335	4,401,760	100,000	1.70%	267,275	367,275	(474,600)	4,294,435	107,325
2020	4,124,425	401,570	4,525,995	100,000	1.80%	265,575	365,575	(474,600)	4,416,970	109,025
2021	4,236,925	400,535	4,637,460	100,000	2.00%	263,775	363,775	(474,600)	4,526,635	110,825
2022	4,586,925	394,500	4,981,425	105,000	2.15%	261,775	366,775	(474,600)	4,873,600	107,825
2023	4,911,925	398,580	5,310,505	105,000	2.30%	259,518	364,518	(474,600)	5,200,423	110,083
2024	5,701,925	397,320	6,099,245	780,000	2.60%	257,103	1,037,103	(1,144,600)	5,991,748	107,498
2025	5,539,425	396,060	5,935,485	5,195,000	2.75%	236,823	5,431,823	(5,539,425)	5,827,883	107,603
2026	3,441,675	2,724,800	6,166,475	3,240,000	2.90%	93,960	3,333,960	(3,441,675)	6,058,760	107,715
2027		6,624,800	6,624,800						6,624,800	0
Total	\$43,628,000	\$12,937,210	\$56,565,210	\$10,000,000		\$2,357,504	\$12,357,504	(\$13,447,900)	\$55,474,814	\$1,090,396

Refunding Statistics

Estimated Present Value Savings:	\$958,107
Refunded Principal Amount:	\$9,040,000
% PV Savings:	10.60%
Escrow Arbitrage:	(\$309,726)

(1) Assumes estimated current market interest rates for a bank qualified transaction plus 10 basis points. Subject to change.

Kendall County Forest Preserve District, Illinois

Refunding Analysis

Scenario 2 - Part 2- NBQ Refunding of Final Portion of the 07 Bonds in 2017

Bond Year	Remaining 2007 Bonds Debt Service	Current 2015 Bonds Debt Service	Estimated 2016 Bonds Debt Service	General Obligation Refunding Bonds, Series 2017				Less: Refunded Series 2007 Debt Service	Estimated New Debt Service	Gross Savings
				Principal (1/1)	Rate (1)	Interest (1) (1/1 & 7/1)	Total			
2017	\$2,906,325	\$398,695	\$363,239						\$3,668,259	\$0
2018	3,229,825	398,015	\$363,463	85,000	1.60%	221,429	306,429	(512,413)	3,785,319	205,983
2019	3,524,825	402,335	\$367,275	2,790,000	1.85%	530,070	3,320,070	(3,524,825)	4,089,680	204,755
2020	3,649,825	401,570	\$365,575	2,965,000	2.30%	478,455	3,443,455	(3,649,825)	4,210,600	206,370
2021	3,762,325	400,535	\$363,775	3,145,000	2.45%	410,260	3,555,260	(3,762,325)	4,319,570	207,065
2022	4,112,325	394,500	\$366,775	3,575,000	2.65%	333,208	3,908,208	(4,112,325)	4,669,483	204,118
2023	4,437,325	398,580	\$364,518	3,990,000	2.80%	238,470	4,228,470	(4,437,325)	4,991,568	208,855
2024	4,557,325	397,320	\$1,037,103	4,225,000	3.00%	126,750	4,351,750	(4,557,325)	5,786,173	205,575
2025		396,060	\$5,431,823						5,827,883	0
2026		2,724,800	\$3,333,960						6,058,760	0
2027		6,624,800	\$0						6,624,800	0
Total	\$30,180,100	\$12,937,210	\$12,357,504	\$20,775,000		\$2,338,642	\$23,113,642	(\$24,556,363)	\$54,032,093	\$1,442,721

Refunding Statistics

Estimated Present Value Savings:	\$1,322,770
Refunded Principal Amount:	\$20,080,000
% PV Savings:	6.59%
Escrow Arbitrage:	(\$200,477)

(1) Assumes estimated current market interest rates for a non-bank qualified transaction plus 60 basis points. Subject to change.

Kendall County Forest Preserve District, Illinois

Refunding Analysis

Scenario 3 - Part 1- BQ Refunding of a Portion of the 07 Bonds with Pro-Rata Savings

Bond Year	General Obligation Refunding Bonds,									
	Series 2016					Less:				
	Current 2007 Bonds Debt Service	Current 2015 Bonds Debt Service	Total Current Debt Service	Principal (1/1)	Estimated Dated Rate: June 15, 2016 Rate (1)	Interest (1) (1/1 & 7/1)	Total	Refunded Series 2007 Debt Service	Estimated New Debt Service	Gross Savings
2017	\$3,380,925	\$398,695	\$3,779,620	\$240,000	1.05%	\$180,789	\$420,789	(\$474,600)	\$3,725,809	\$53,811
2018	3,704,425	398,015	4,102,440	155,000	1.25%	264,218	419,218	(474,600)	4,047,058	55,383
2019	3,999,425	402,335	4,401,760	160,000	1.70%	262,280	422,280	(474,600)	4,349,440	52,320
2020	4,124,425	401,570	4,525,995	160,000	1.80%	259,560	419,560	(474,600)	4,470,955	55,040
2021	4,236,925	400,535	4,637,460	165,000	2.00%	256,680	421,680	(474,600)	4,584,540	52,920
2022	4,586,925	394,500	4,981,425	165,000	2.15%	253,380	418,380	(474,600)	4,925,205	56,220
2023	4,911,925	398,580	5,310,505	170,000	2.30%	249,833	419,833	(474,600)	5,255,738	54,768
2024	5,701,925	397,320	6,099,245	400,000	2.60%	245,923	645,923	(1,144,600)	5,600,568	498,678
2025	5,539,425	396,060	5,935,485	5,095,000	2.75%	235,523	5,330,523	(5,539,425)	5,726,583	208,903
2026	3,441,675	2,724,800	6,166,475	3,290,000	2.90%	95,410	3,385,410	(3,441,675)	6,110,210	56,265
2027		6,624,800	6,624,800						6,624,800	0
Total	\$43,628,000	\$12,937,210	\$56,565,210	\$10,000,000		\$2,303,594	\$12,303,594	(\$13,447,900)	\$55,420,904	\$1,144,306

Refunding Statistics

Estimated Present Value Savings:	\$962,593
Refunded Principal Amount:	\$9,040,000
% PV Savings:	10.65%
Escrow Arbitrage:	(\$308,348)

(1) Assumes estimated current market interest rates for a bank qualified transaction plus 10 basis points. Subject to change.

Kendall County Forest Preserve District, Illinois

Refunding Analysis

Scenario 3 - Part 2- NBQ Refunding of Final Portion of the 07 Bonds in 2017

Bond Year	General Obligation Refunding Bonds, Series 2017									
	Remaining 2007 Bonds Debt Service	Current 2015 Bonds Debt Service	Estimated 2016 Bonds Debt Service	Total Estimated Debt Service	Estimated Dated Date: August 1, 2017			Less:		Gross Savings
					Principal (1/1)	Rate (1)	Interest (1) (1/1 & 7/1)	Refunded Series 2007 Debt Service	Estimated New Debt Service	
2017	\$2,906,325	\$398,695	\$420,789	\$3,725,809						\$0
2018	3,229,825	398,015	419,218	4,047,058	85,000	1.60%	221,429	(512,413)	\$3,725,809	205,983
2019	3,524,825	402,335	422,280	4,349,440	2,790,000	1.85%	530,070	(3,524,825)	3,841,074	204,755
2020	3,649,825	401,570	419,560	4,470,955	2,965,000	2.30%	478,455	(3,649,825)	4,144,685	206,370
2021	3,762,325	400,535	421,680	4,584,540	3,145,000	2.45%	410,260	(3,762,325)	4,264,585	207,065
2022	4,112,325	394,500	418,380	4,925,205	3,575,000	2.65%	333,208	(4,112,325)	4,377,475	204,118
2023	4,437,325	398,580	419,833	5,255,738	3,990,000	2.80%	238,470	(4,437,325)	4,721,088	208,855
2024	4,557,325	397,320	645,923	5,600,568	4,225,000	3.00%	126,750	(4,557,325)	5,046,883	205,575
2025		396,060	5,330,523	5,726,583					5,394,993	0
2026		2,724,800	3,385,410	6,110,210					6,110,210	0
2027		6,624,800	0	6,624,800					6,624,800	0
Total	\$30,180,100	\$12,937,210	\$12,303,594	\$55,420,904	\$20,775,000		\$2,338,642	(\$24,556,363)	\$53,978,183	\$1,442,721

Refunding Statistics			
Estimated Present Value Savings:			\$1,322,770
Refunded Principal Amount:			\$20,080,000
% PV Savings:			6.59%
Escrow Arbitrage:			(\$200,477)

(1) Assumes estimated current market interest rates for a non-bank qualified transaction plus 60 basis points. Subject to change.

Kendall County Forest Preserve District, Illinois

Refunding Analysis

Scenario Comparison

Bond Year	Total Current Debt Service	Scenario 1: NBQ in 2016		Scenario 2: BQ in 2016 / NBQ in 2017 Level		Scenario 3: BQ in 2016 / NBQ in 2017 Pro Rata	
		Estimated Savings	Estimated New Debt Service	Estimated Savings	Estimated New Debt Service	Estimated Savings	Estimated New Debt Service
2017	\$3,779,620	\$216,466	\$3,563,154	\$111,361	\$3,668,259	\$53,811	\$3,725,809
2018	4,102,440	221,343	3,881,098	317,121	3,785,319	261,366	3,841,074
2019	4,401,760	218,093	4,183,668	312,080	4,089,680	257,075	4,144,685
2020	4,525,995	217,273	4,308,723	315,395	4,210,600	261,410	4,264,585
2021	4,637,460	216,978	4,420,483	317,890	4,319,570	259,985	4,377,475
2022	4,981,425	219,325	4,762,100	311,943	4,669,483	260,338	4,721,088
2023	5,310,505	221,380	5,089,125	318,938	4,991,568	263,623	5,046,883
2024	6,099,245	221,255	5,877,990	313,073	5,786,173	704,253	5,394,993
2025	5,935,485	216,275	5,719,210	107,603	5,827,883	208,903	5,726,583
2026	6,166,475	218,238	5,948,238	107,715	6,058,760	56,265	6,110,210
2027	6,624,800	0	6,624,800	0	6,624,800	0	6,624,800
Total	\$56,565,210	\$2,186,624	\$54,378,586	\$2,533,117	\$54,032,093	\$2,587,027	\$53,978,183

Estimated Present Value Savings:	\$1,937,650	\$2,280,877	\$2,285,363
Refunded Principal Amount:	\$29,120,000	\$29,120,000	\$29,120,000
Average % PV Savings:	6.65%	7.83%	7.85%
Escrow Arbitrage:	(\$928,366)	(\$510,203)	(\$508,825)

**FOREST PRESERVE DISTRICT OF KENDALL COUNTY
ORDINANCE NO. 16-02-001**

AUTHORIZING THE EXECUTION OF A LICENSE AGREEMENT BETWEEN THE
FOREST PRESERVE DISTRICT OF KENDALL COUNTY AND THE YORKVILLE
ATHLETIC ASSOCIATION NFP FOR THE USE AND MAINTENANCE OF THE BALL
FIELD AND PICNIC PAVILLION AT HOOVER FOREST PRESERVE

WHEREAS, the DISTRICT owns certain property in Kendall County commonly known as Hoover Forest Preserve; and

WHEREAS, there is located on said property a baseball field and picnic pavilion; and

WHEREAS, due to its limited resources, the DISTRICT has determined that the most efficient and cost-effective manner for maintaining the Hoover Forest Preserve ball field is through extension of licensed use to an outside organization; and

WHEREAS, LICENSEE is a 501(c)3 organization incorporated for the specific purpose of supporting youth athletics in Kendall County; and

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

WHEREAS, the DISTRICT has extended permits to the LICENSEE in the past to use and maintain the Hoover Forest Preserve ball field; and

WHEREAS, the DISTRICT and LICENSEE desire to formalize their relationship with respect to the use and maintenance of the Hoover Forest Preserve ball field as provided herein.

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

1. The recitals set forth above are incorporated herein and made part hereof.
2. The Forest Preserve District of Kendall County's President is hereby authorized to execute, and the Secretary is hereby directed to attest to, the Agreement entitled "Kendall County Forest Preserve District Athletic Field License Agreement Yorkville Athletic Association NFP (Yorkville Fury)", which is attached hereto and made a part hereof as Exhibit 1
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 State's Attorney's Office, and to Michael Klimavicius, President of the Yorkville Athletic Association NFP.

PASSED AND APPROVED by the Board of Commissioners of the Kendall County Forest Preserve District this 16th day of February, 2016.

APPROVED:

Jeff Wehrli, President

ATTEST:

Elizabeth Flowers, Secretary

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

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

RECITALS

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

AGREEMENT

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

1. Incorporation

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

2. Grant of License - License Period

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

3. Supplementary Scheduling

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

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

4. Non-Exclusive License

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

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

5. Payment Provisions

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

6. Maintenance Provisions

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

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

Additionally, Licensee shall cleanup/pick-up and properly dispose of all trash and debris from the Licensed Area following each Licensed Use.

Licensee may contract out maintenance of the infields and outfields provided that any contractor engaged by the Licensee for such purpose, or any subcontractor of such contractor, complies with the insurance and indemnification requirements contained herein. Licensee shall have the following clauses placed within any contracts with Contractors who will be tasked with activities in the License Area:

- a. Contractor shall indemnify, hold harmless and defend with counsel of the Kendall County Forest Preserve District's (the "KCFPD") own choosing, the KCFPD, its officials, officers, employees, including their past, present, and future Commissioners, elected officials and agents from and against all liability, claims, suits, demands, proceedings and actions,

including costs, reasonable fees and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property (collectively, "Claims"), to the extent such Claims result from the performance of this contract by Contractor or those Claims are due to any negligent, intentional, or willful acts, errors, omissions or misconduct of Contractor in its performance under this Agreement. Nothing contained herein shall be construed as prohibiting the KCFPD, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Indemnification obligations shall survive the termination of this Agreement.

- b. Contractor will obtain and continue in force, during the term of this Agreement, all insurance as set forth below. Each insurance policy shall not be cancelled or changed without thirty (30) days prior written notice, given by the insurance carrier to the Kendall County Forest Preserve District ("KCFPD"). Before starting work hereunder, Contractor shall deposit with the KCFPD certificates evidencing the insurance it is to provide hereunder: (a) Worker's Compensation and Occupational Disease Disability insurance, in compliance with the laws of the jurisdiction where the work is being performed, (b) Employer's comprehensive general liability insurance for both personal injury and property damage in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 aggregate per project, (c) Comprehensive business automobile liability insurance in the minimum amount of \$1,000,000 combined single limit, (d) Minimum umbrella occurrence insurance of \$5,000,000 per occurrence and \$5,000,000 aggregate, (e) and if Professional Services shall be contracted for, Professional liability insurance in the minimum amount of \$1,000,000 combined single limit. The KCFPD shall be named as an Additional Insured on a Primary and Non-Contributory basis with respect to all liability coverage. Further, all liability and workers' compensation policies must include a waiver of subrogation in favor of the KCFPD. The KCFPD shall also be designated as the certificate holder. The KCFPD's or Yorkville Athletic Association NFP's failure to demand such certificate of insurance shall not act as a waiver of Contractor's obligation to maintain the insurance required under this Agreement. The insurance required under this Agreement does not represent that coverage and limits will necessarily be adequate to protect Contractor, nor be deemed as a limitation on Contractor's liability to the KCFPD in this Agreement.

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

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

At least thirty (30) days prior to the beginning of any such contract or subcontract work on the License Area, Licensee shall submit to the District a list of all persons or entities who will provide maintenance services on behalf of the Licensee ("Maintenance Contractors") together with their certificates of insurance demonstrating compliance with the insurance requirements set forth above. The District may require, but is not obligated to provide, its approval of

Maintenance Contractors prior to the services being rendered, and if required such approval shall not be unreasonably withheld or delayed.

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

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

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

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

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

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

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

7. Indemnification

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

construed as prohibiting the District from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Indemnification obligations shall survive the termination of this Agreement.

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

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

8. Insurance

Licensee will obtain and continue in force, during the term of this Agreement, all insurance as set forth below. Each insurance policy shall not be cancelled or changed without thirty (30) days prior written notice, given by the insurance carrier to the Kendall County Forest Preserve District ("KCFPD"). Before starting work hereunder, Licensee shall deposit with the KCFPD certificates evidencing the insurance it is to provide hereunder: (a) Worker's Compensation and Occupational Disease Disability insurance, in compliance with the laws of the jurisdiction where the work is being performed, (b) Employer's comprehensive general liability insurance for both personal injury and property damage in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 aggregate per project, (c) Comprehensive business automobile liability insurance in the minimum amount of \$1,000,000 combined single limit, and (d) Minimum umbrella occurrence insurance of \$5,000,000 per occurrence and \$5,000,000 aggregate. The KCFPD shall be named as an Additional Insured on a Primary and Non-Contributory basis with respect to all liability coverage. Further, all liability and workers' compensation policies must include a waiver of subrogation in favor of the KCFPD. The KCFPD shall also be designated as the certificate holder. The KCFPD's 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. 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 KCFPD or others under this Agreement.

9. Provision and Maintenance of Equipment

Licensee shall provide and be responsible for the proper maintenance and upkeep of all mobile or "non-permanent" baseball and related equipment for use in the Programs, including without limitation, bats, helmets, uniforms, materials, bases, pitching rubbers, field marking materials, baseball fill, drying materials, hand tools, rakes and hoses, locks and keys ("Licensee Equipment"). Licensee shall be responsible for selecting only equipment that meets any and all

safety standards and ratings applicable to such equipment. It is further understood that the District shall have no obligation to provide any of the above referenced Licensee Equipment.

10. Licensee's Rights and Obligations

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

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

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

11. Term, Termination and Modification

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

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

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

12. No Third Party Beneficiary / Joint Venture

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

13. Liens

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

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

14. General Provisions

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

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

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

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

Any notice required or permitted to be given pursuant to this Agreement shall be duly given if sent by fax, certified mail, or courier service and received, in the case of notice to the District, Kendall County Forest Preserve District, Attention: Director, 110 West Madison Street, Yorkville,

Illinois, 60560, fax (630) 553-4023 with copy sent to: Kendall County State's Attorney, 807 John Street, Yorkville, Illinois, 60560, fax (630) 553-4204. And, in the case of Licensee, to: Yorkville Athletic Association (Yorkville Fury), 1089 Stillwater Court, Yorkville, IL 60560. Neither party shall assign, sublet, sell, or transfer its interest in this Agreement without the prior written consent of the other.

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

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

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

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

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

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

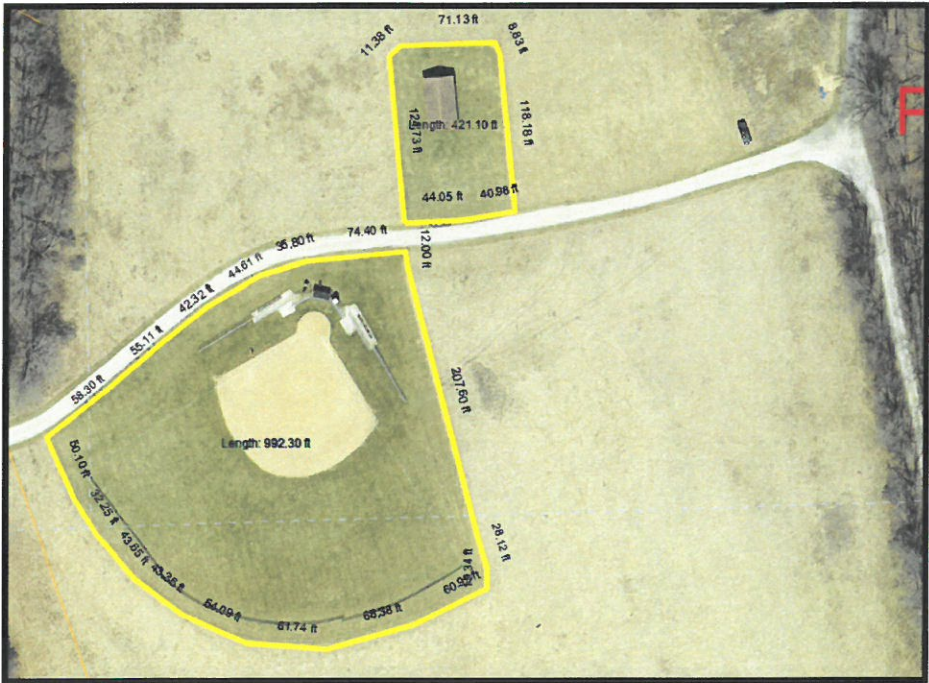
By: _____ Date: _____

Jeff Wehrli, President
Kendall County Forest Preserve District

By: _____ Date: _____

Michael Klimavicius, President
Yorkville Athletic Association (Yorkville Fury)

YORKVILLE FURY LICENSE AGREEMENT
EXHIBIT A: LICENSE AREA



Yorkville Fury License Agreement – Exhibit B
License Periods

WEEKDAYS (M-F)

March 13, 2016 – April 30, 2016

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

May 1, 2016 – June 30, 2016

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

WEEKENDS (SA-SU)

March 13, 2016 – June 30, 2016

Saturdays and Sundays

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

Weekdays and Weekends – Rain Dates and/or Rescheduled Sessions

July 1, 2016 - July 17, 2016

Licensee may schedule (or reschedule) an additional 15 weekday or weekend sessions between July 1, 2016 and July 17, 2016.

**MEMORANDUM OF UNDERSTANDING
FOR A COOPERATIVE EDUCATION PROGRAM
TO BENEFIT THE RESIDENTS OF KENDALL COUNTY**

**Between the
Kendall County Forest Preserve District
and the
Kendall County Farm Bureau Foundation
and the
Kendall County Soil & Water Conservation District
and the
Kendall County Outdoor Education Center
and the
Kendall County Health Department
and the
University of Illinois Kendall County Extension**

Parties

The parties to this Memorandum of Understanding, hereinafter referred to as the “MOU,” are Kendall County Forest Preserve District, hereinafter referred to as “KCFP”; the Kendall County Farm Bureau Foundation, hereinafter referred to as “KCFBF”; the Kendall County Soil & Water Conservation District, hereinafter referred to as “KCSWCD”; the Kendall County Outdoor Education Center, hereinafter referred to as “KCOEC”; the Kendall County Health Department, hereinafter referred to as “KCHD”; and the University of Illinois Kendall County Extension, hereinafter referred to as “Extension”.

Background

The Kendall County Forest Preserve District’s mission is to preserve and manage natural areas and open spaces, provide environmental education, and offer recreational opportunities for Kendall County residents.

The Kendall County Farm Bureau Foundation’s purpose is to solicit and to distribute private funding for agriculturally related education and leadership training, AG in the Classroom programs, public library collections, development of charitable activities and research.

The Kendall County Soil and Water Conservation District’s mission is to promote the conservation and enhancement of soil, water and other natural resources within Kendall County.

The Kendall County Outdoor Education Center’s mission is to provide students the opportunity for experiential learning in an outdoor setting. A common thread woven into all outdoor education activities is a strong stewardship responsibility, conservation ethic, and environmental harmony.

The Kendall County Health Department's mission is to provide population based programs and services to promote personal health, including mental health, protect community health, prevent disease and promote family self-sufficiency.

University of Illinois Kendall County Extension's mission is to help youth learn skills for living, in order to maximize community and university resources to help youth, adults and families reach their fullest potentials; through science, engineering and technology; healthy living and citizenship.

Purpose

The parties agree through this MOU to form a cooperative of educational agencies that will work together to provide optimum educational opportunities for Kendall County residents. The parties agree to work together as partnering organizations to develop and deliver educational programs dealing with the environment, nature, conservation, agriculture, health, and related topics. The agencies agree that by partnering, the effective use of staffing, financial, and other resources will be maximized to better serve the residents of Kendall County.

Objectives

The parties agree that they will work cooperatively on the following:

- Identify and organize the current educational programming of each agency.
- Identify duplicative programming.
- Identify programming gaps.
- Identify opportunities for cooperative programming.
- Improve marketing and public relations.
- Explore grant funding and other financing opportunities.
- Explore volunteer recruitment.

Parties Contact Information:

Kendall County Forest Preserve District:

Emily Dombrowski
 110 West Madison Street
 Yorkville IL 60560
 P: 630 553-4025
 F: 630 553-4023
 E: edombrowski@co.kendall.il.us

Kendall County Farm Bureau Foundation:

Dan Reedy
 111 East Van Emmon Road
 Yorkville IL 60560
 P: 630 553-7403
 E: kendallcofarmbureau@hotmail.com

Kendall County Soil & Water Conservation District:

Jenny Wold
 7775A Route 47
 Yorkville IL 60560
 P: 630 553-5821 x3
 F:
 E: kendallaitc@yahoo.com

Kendall County Outdoor Education Center:

Deanna Bazan
 109 West Ridge Street
 Yorkville IL 60560
 P: 630 553-7108 x1
 F: 630 553-4152
 E: dbazan@roe24.org

Kendall County Health Department:

Rae Ann VanGundy
 811 West John Street
 Yorkville IL 60560
 P: 630 553-9100
 F:
 E: rvangundy@co.kendall.il.us

Kendall County University of Illinois Extension

Kim Eisnaugle
 Jo Ann Britton
 7775B State Route 47
 Yorkville IL 60560
 630-553-5823
 630-553-5871 Fax
keisnaug@illinois.edu
jbritton@illinois.edu
<http://web.extension.illinois.edu/dkk/>

Time period

This MOU covers the time period January 1, 2016 – December 31, 2019.

Terms and Conditions

The undersigned hereby agree to this MOU and thereby, authorize its execution.

The parties have duly made and approved this Memorandum of Understanding and signed it this 1st day of January, 2016.

_____(Name), _____(Title)
_____(Organization)

Signed _____ Dated _____

_____(Name), _____(Title)
_____(Organization)

Signed _____ Dated _____

_____(Name), _____(Title)
_____(Organization)

Signed _____ Dated _____

_____(Name), _____(Title)
_____(Organization)

Signed _____ Dated _____

_____(Name), _____(Title)
_____(Organization)

Signed _____ Dated _____

_____(Name), _____(Title)
_____(Organization)

Signed _____ Dated _____



Contract for Services

THIS AGREEMENT entered into by and between Ellis House & Equestrian Center, Illinois (hereinafter referred to as the "Contractor"); and the Oswegoland Park District ("Park District").

WHEREAS, Contractor will be performing various duties related to programs and services offered by Contractor to Park District recreation program participants, which work will be performed on and/or off the premises of the Park District and said Contractor may have subcontractors or one or more employees of Contractor engaged in the performance of said work;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration received and to be received, the Contractor hereby agrees:

1. To provide the following services:
Beginning and Continuing Western Riding Lessons class

2. To provide the services identified in Paragraph 1 on dates and at the locations specified below. Park District reserves the right to relocate or modify the schedule with consent of Contractor.
Continuing Lessons at Ellis Equestrian Center, Tuesdays 5-6pm on dates
02/16/16- 03/22/16

Beginning Lessons at Ellis Equestrian Center, Tuesdays 5-6pm on dates
05/17/16- 06/21/16

Continuing Lessons at Ellis Equestrian Center, Tuesdays 5-6pm on dates
06/28/16- 08/02/16

3. To comply with all applicable laws, regulations and rules promulgated by any Federal, State, County, Municipal and/or other governmental unit or regulatory body now in effect or which may be in effect during the performance of the work. Included within the scope of the laws, regulations and rules referred to in this paragraph but in no way to operate as a limitation are all forms of traffic regulations, public utility and Intrastate and Interstate Commerce Commission regulations. Workers' Compensation Laws, Prevailing Wage Laws, the Social Security Act of the Federal Government any of its titles, the Illinois

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Department of Human Rights, Human Rights Commission, or EEOC statutory provisions and rules and regulations.

4. To protect, indemnify, hold and save harmless and defend the Park District against any and all claims, costs, causes, actions and expenses, including but not limited to attorney's fees incurred by reason of a lawsuit or claim for compensation arising in favor of any person, including the employees or officers or independent contractors or subcontractors of the Contractor or Park District, on account of personal injuries or death, or damages to property occurring, growing out of, incident to, or resulting directly or indirectly from the performance by the Contractor hereunder, whether such loss, damage, injury or liability is contributed to by the negligence of the Park District or by premises themselves or any equipment thereon whether latent or patent, or from other causes whatsoever, except that the Contractor shall have no liability or damages or the costs incident thereto caused by the sole negligence of the Park District.
5. To keep in force, to the satisfaction of the Park District, at all times during the performance of the work referred to above, Public Liability Insurance and Automobile Liability Insurance (if applicable) with Bodily Injury limits of not less than \$2,000,000 Property Damage Insurance with limits of not less than \$1,000,000 and workers' compensation and related insurance coverage at amounts required by statute. There shall be no additional charge for said insurance to the Park District. Prior to beginning the work identified in this Agreement, the Contractor will furnish certificates of insurance for the insurance coverage required herein, naming the Park District as an additional insured and providing that such policies may not be cancelled or amended without ten days prior written notice having been given to the Park District. The policy shall also contain a "contractual liability clause." If the policy is written on a claim made basis, then the Contractor shall purchase such additional insurance as may be necessary to provide specified coverage to the Park District for a period not less than five (5) years from the termination of this Agreement.
6. To indemnify the Park District for any loss it may sustain by theft or other cause from the acts or negligence of the Contractor.
7. That the Contractor is in no sense an employee of the Park District, it being specifically agreed that in respect to the Park District the Contractor bears the relationship of an independent contractor.
8. That the fee charged by the Park District for the program(s) described in Paragraphs 1 and 2 above shall be \$_220.00_ per _participant_. Said fees shall be collected by the Park District through its ordinary registration process. Contractor shall not directly enroll participants in the program or accept payments from program participants.
9. That Park District shall pay Contractor \$_165.00__ per student; (or 75 percent of resident rate revenues received by Park District) for the program(s) described in Paragraphs 1 and

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2 above. Upon conclusion of the program(s), Contractor shall submit to Park District an itemized invoice. Said invoice shall be sent by regular mail to:

or may be emailed to the Program Supervisor within 45 days of the conclusion of the program(s). Invoices received by the 10th of the month shall be paid by the end of that month. Invoices received after the 10th of the month shall be paid by the end of the following month.

10. That Contractor shall provide the services described in Paragraphs 1 and 2 above provided a minimum of 1 participants have registered for the program(s). The Contractor is expected to contact their Program Supervisor at least three-five business days prior to the start of class for enrollment numbers. The Park District and Contractor may by mutual agreement determine that it is in their interest to conduct a program that has not met this minimum enrollment requirement. If such a determination is made, Park District and Contractor shall execute a separate written note or email, reviewed by both parties describing the amount of payments to be made to Contractor for services related to a program conducted with fewer than the minimum number of participants stated in this Paragraph. Park District may allow enrollment up to a maximum of 3 participants in the program(s). Oswegoland Park District will notify patrons of class cancellations unless otherwise decided by Contractor and Program Supervisor.
11. The Oswegoland Park District shall have the right to cancel or alter the schedule due to abnormal weather, or other reasons deemed appropriate by the Park District.
12. Instructors are expected to report to class site a minimum of ten (10) minutes prior to the start of class or in time to set up equipment, whichever is sooner, and remain until all participants have departed.
13. That Contractor shall ensure that a qualified instructor is present for each scheduled session of the program(s) described in Paragraphs 1 and 2 above. Any instructor working with children must have a returned background check on file at the business contracted with, or through the Park District. Also, instructors working with children must have completed the State of Illinois Mandated Reporter Training and submit a certificate to the District or employer.
14. In the event that the instructor is absent or fails to provide the required services, at the sole discretion of Park District either: Contractor shall extend the program to makeup the program time lost due to absence or failure to provide services; or Park District shall reduce the payment to Contractor in Paragraph 9 herein by an amount proportionate to the amount of program time lost due to Contractor absence or failure to provide services.
15. That Contractor shall provide to Park District upon request a written itinerary or set of lesson plans related to the program(s).
16. That Park District shall provide to Contractor prior to the start of program(s) a class roster. Park District and Contractor shall mutually agree on the form and time of delivery

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which may include in person request prior to class, email, facsimile, or hand delivery to Contractor.

17. That Contractor shall take all reasonable steps necessary to respond to and remedy program participant complaints, up to and including replacing Contractor's employee, instructor, or subcontractor. Park District has the right to cancel this Agreement at any time if Contractor fails to take appropriate action to remedy program participant complaints.
18. The Oswegoland Park District maintains a satisfaction guaranteed policy. Participants can request a refund of fees up to ten days after the class ends if they are dissatisfied for any reason. The Contractor shall honor that policy when deemed reasonable by the Park District.
19. That Park District shall publish three program brochures each calendar year. Park District shall establish deadline dates for Contractor to submit program information for said brochures. Contractor shall provide to Park District on or before each deadline date information including, but not limited to a written description of the program(s), the minimum/maximum enrollment allowed for the program(s), contractor fee, meeting dates and times, any dates the programs(s) will not meet due to holidays or other reasons, the age range of participants, and the beginning and ending time(s) for the program(s).
20. That Contractor shall not increase fees during the term of this agreement without the written consent of Park District.
21. The terms of this contract are in force until changed in writing by mutual agreement. Either party can end agreement after session is complete or if service to participants is evaluated to be low quality.
22. That Contractor, with the cooperation of the Oswegoland Park District, will make reasonable accommodations to allow individuals with disabilities to participate in District programs.

This Agreement shall be in effect beginning on the 16th day of February, 2016_ until ended, by either party, for any reason, in writing, within thirty days of the program start date.

IN WITNESS WHEREOF, THE PARTIES have executed this Agreement this 25th day of January, 2016_.

OSWEGOLAND PARK DISTRICT:

CONTRACTOR:

By: Kristen Desler

By: _____

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

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

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

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

Applicant Information:

Event Name: Yorkville High School Cross Country Meet Organization: Yorkville High School
Contact Person: Seth Schoonover – Athletic Director

Address: 797 Game Farm Road, Yorkville, IL 60560 County: Kendall
Street City State Zip

Telephone: Work: (630) 553-4380 x 113 Cell: (630) 774-1365

E-mail: SSchoonover@y115.org

Special Event Information:

Name of Forest Preserve: Hoover Forest Preserve Date(s): August 22, 2016

Event: Yorkville High School Cross-Country Invitational

Estimated Attendance: 800-1000

Arrival Time (includes set-up): 12:00 pm (Noon)

Departure Time (includes take down): 8:00 pm (sunset)

Will this Special Event include:

A = \$ 50.00

1.	The use of temporary structures?	Yes <u>√</u>	No ___
2.	Collecting/Charging an entrance or registration fee?	___	<u>√</u>
3.	Selling concessions/food?	<u>√ (water)</u>	___

Will this Special Event include:

Yes

No

A = \$ 50.00 (continued)

4. Selling goods and services?

√

5. Electronically amplified sound?

√

B = \$ 150.00

6. Business uses in Preserve?

√

7. Group larger than 250 people?

√

8. Extensive Use of grounds?

√

C = \$ 250.00

9. Extensive Use of staff time?

√

10. Closes and/or limits part(s) of preserve to other users?

√

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

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

#1 – Four (4) Port-o-lets (bathrooms) charge to include \$65.00 per unit plus Trip Charge of \$65.00. See Reservation Permit # 83540.

#1 Laptop & Printer – generator use – bringing their own.

#1 Start & Finish line by Meadowhawk Lodge.

#1 – Pop-up tents for trainer & registration – Golf cart with defibrillator (Seth's assistant and trainer use)

#5 Portable PA or blow horn for announcements.

#9 Course Planning & Set-up. Contact Forest Preserve personnel at least one month prior to event to discuss course & other items from previous year.

#9 Parking monitors required – School to provide own personnel to direct traffic.

#10 Four (4) buses and handicapped park in back lot.

Applicant's Signature: Seth Schaefer

Date: 11/19/15

Special Event Agreement
Kendall County Forest Preserve District

The Kendall County Forest Preserve District (District) and Yorkville High School (Permittee) agrees as follows:

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

Kendall County Forest Preserve District:

Signed: _____, Director / President

Permittee:

Signed: 

Date: _____

BILL OF SALE

Property: "Shadow" (Quarter Horse Mare)

Condition: As is, with no known medical issues. Approximate age: 17

Seller: Breanne Reichert
501a Flanagan Dr.
Minooka, IL 60447

Purchaser: Kendall County Forest Preserve District
110 West Madison Street
Yorkville, Illinois 60560

Date of Commission Approval: February 16, 2016

Conditions of Acceptance/ No Warranty: For one-thousand three-hundred dollars (\$1,300.00) consideration to be paid in hand following a five day trial period, the Seller, Breanne Reichert, hereby transfers, assigns and delivers any and all right, title and interest to the Kendall County Forest Preserve District, and the Purchaser, Kendall County Forest Preserve District, hereby accepts all right, title and interest in the Property subject to the following terms and conditions:

1. Purchaser will pickup Property from the Seller's stable, and Seller agrees to allow a five-day trial period that shall commence on the first day following delivery to the Ellis House and Equestrian Center located at 13986 McKanna Road in Minooka, IL 60447 on or around February 16, 2016.
2. Upon successful conclusion of the five-day trial period, Seller, Breanne Reichert, is entitled to either receive payment in hand of \$1,300.00 representing payment in full for "Shadow", a 17-year old quarter horse mare, and the Purchaser, Kendall County Forest Preserve District, shall accept full and complete responsibility for property from the date the Property is accepted by the Kendall County Forest Preserve District, or will transport "Shadow" from the Kendall County Forest Preserve District's Ellis House and Equestrian Center to the Seller's stable.
3. The Seller is not a seller of horses and disclaims to the fullest extent authorized by law any and all warranties, promises, whether express or implied, including warranties of merchantability and or fitness for a particular use and makes no promises, warranties or other representations regarding the horse's conditions at the time of transfer, and by accepting the Property after a five-day trial period, the Purchaser accepts the Property "as is".

4. The Seller on behalf of itself, its successors and assigns hereby forever waives and releases the Kendall County Forest Preserve District, its elected officials, employees, agents, volunteers and assigns from any and all known and unknown claims, actions, causes of action, damages, injuries, costs and fees related in any manner to acceptance of this transfer or the condition of the Property at the time of the transfer.

Kendall County Forest Preserve District, Illinois

Breanne Reichert, Minooka, Illinois:

Jeff Wehrli, President

Breanne Reichert

To: Kendall County Forest Preserve District Committee of the Whole

From: David Guritz, Director

RE: ComEd Green Region Grant - Maramech Restoration Project

Date: February 10, 2016

A restoration work plan map for Maramech Forest Preserve is attached to this report.

As part of our ComEd Green Region grant, I have completed a draft of an updated restoration and management plan for Maramech Forest Preserve. This plan, once finalized, will be formally approved by the Illinois Nature Preserves Commission.

In review of the 2001 Floristic Quality Survey completed by Scott Kobal, Plant Ecologist, several rare plant species are found within the nature preserve, including State threatened and endangered species present.

In partnership with the Chicago Botanic Garden, trained volunteers assist District staff with monitoring these Plants of Concern. An updated floristic quality survey is needed to document preserve threats and management priorities, and to identify locations of rare plants to support continued and/or renewed monitoring efforts.

Below, please find a cost application breakdown for the District's one-to-one dollar match to ComEd Green Region grant funding:

Maramech Exotic/Invasive Brush Species Control	\$6,500
Maramech Floristic Quality Survey	\$1,500
Tucker-Millington Fen Common Reed Control	\$2,000

I have placed calls to several natural area contractors to request proposals for brush species control between now and the end of March.

I have contacted Scott Kobal to request a repeat study of Maramech.

Two responsive quotes have been received from firms that are able to extend restoration project support within this timeframe:

1. Illinois Natural Areas Improvements – Bryon Walters
2. Natural Resource Management, Inc. – Doug Short

Both are qualified firms, fully insured firms recommended by the Illinois Nature Preserves Commission and experienced with conducting restoration work within nature preserve areas.

Quotes were requested and received on an all-expense paid per crew member cost basis for an 8-hour work day. Illinois Natural Areas Improvements per crew member cost is \$400 per restoration work day. Natural Resource Management, Inc. per crew member cost is \$624 per restoration work day.

All remaining firms contacted have either been unresponsive, or are unavailable due to other project commitments.

With Finance Committee and Commission approval, a motion will be presented next Tuesday to approve proposals received from both firms for a total amount not-to-exceed \$6,500 based on schedule for availability and completion of actual work performed. I would anticipate having a crew of Natural Resource Management specialists out for 2-days, and Illinois Natural Areas Improvements out for 4 work days to complete the clearing project.

Maramech Forest Preserve Restoration Management Zones KENDALL COUNTY

- 2016 -

<http://www.co.kendall.il.us>



LITTLE ROCK	BANISTOL	OSWEGO
FOX	KENDALL	NA-AUS-SAY
BIG GROVE	LISBON	SEWARD

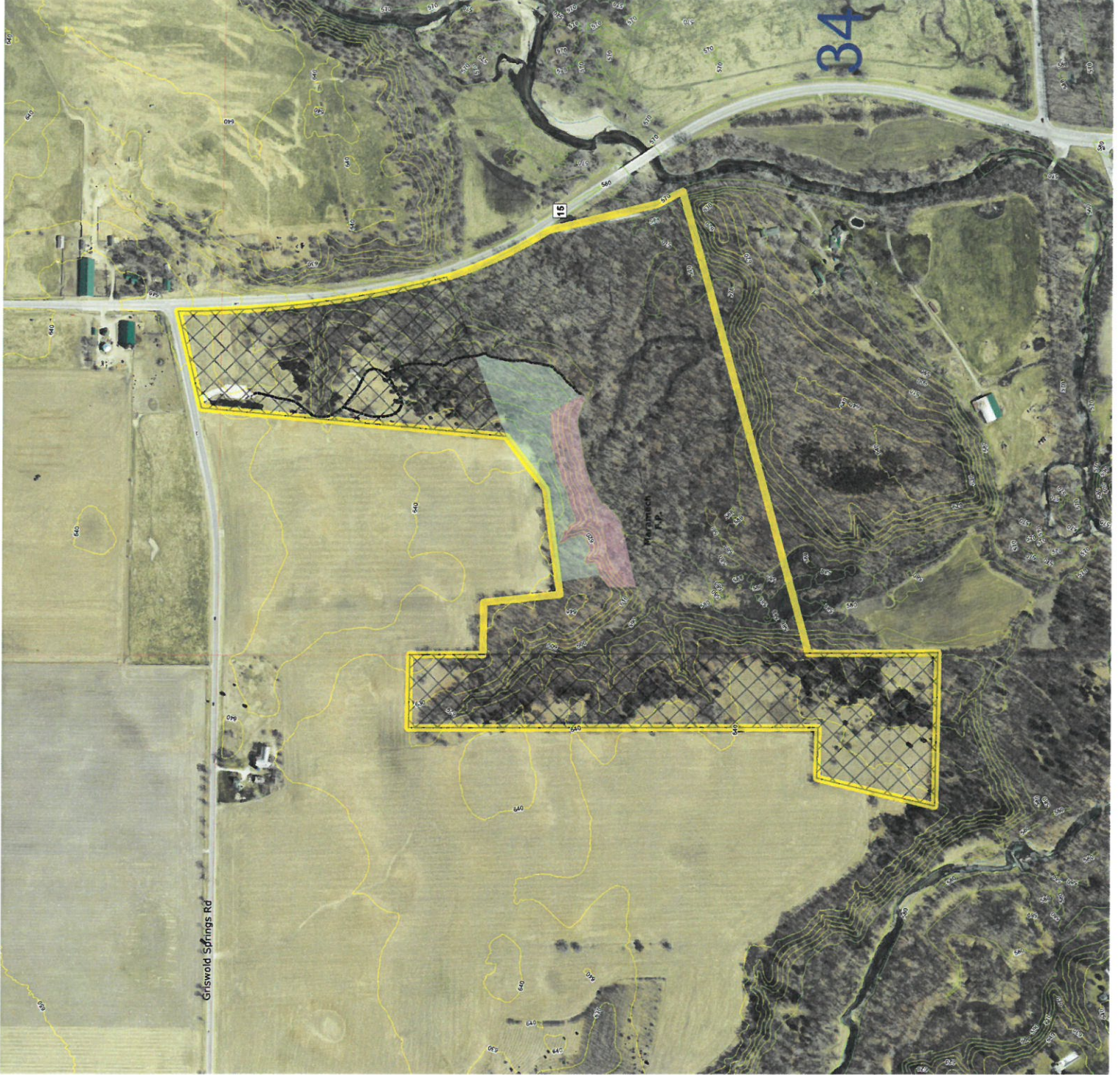


Legend

- FP Trails
- Upland Restoration Management Zone
- Slope Restoration Management Zone
- Buffer Zone



Kendall County GIS
111 West Main Street, Room 308
Yorkville, Illinois 60550-1198
630.553.4000



**KENDALL COUNTY FOREST PRESERVE DISTRICT
JOB DESCRIPTION**

CLASS TITLE: Seasonal Nature Camp Instructor

WAGE CATEGORY: FLSA Non-Exempt

REPORTS TO: Environmental Education Coordinator

EFFECTIVE DATE: February 16, 2016

SUMMARY: The seasonal Nature Camp Instructor leads groups of up to 16 students in camps for children aged pre-K through 9th grade, leads interpretive hikes within District forest preserves, and facilitates outdoor science and nature discovery activities.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Provides daily care and supervision of campers.
- Provides instruction to children about local ecology and natural history.
- Prepares program materials and activities including set-up and clean up prior to, and following camp programs.
- Maintains a safe and clean environment at all times and enforce all District safety rules and policies.
- Provides instruction to counselor in training volunteers who assist with conducting program activities.
- Communicates effectively with District staff, general public, and campers.
- Supports District policies and processes to address safety issues; reduces risk and liability exposure within summer camps.
- Assists with basic animal care including feeding and tank/enclosure cleaning and Laws of Nature visitor center upkeep.
- Provides first aid or take other emergency measures when necessary as indicated in student, volunteer and staff emergency protocol and procedures.
- Performs other duties as assigned.

SUPERVISORY RESPONSIBILITIES:

- There are no supervisory responsibilities assigned to this position.

QUALIFICATIONS:

To perform this job successfully, an individual must be able to perform all essential duties satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required for the position.

A. EDUCATION and/or EXPERIENCE:

- Associate's Degree or Bachelor's Degree in the field of education or environmental sciences, or equivalent experience in the field of education or environmental sciences. May be actively pursuing a degree in the education, environmental sciences, or related field.
- Knowledge of education principals and practices.
- Experience with instructing children in an outdoor educational setting preferred.
- Knowledge of office practices, and principles of modern record keeping.

B. LANGUAGE SKILLS:

- Ability to prepare and present District curriculum.
- Ability to write routine reports and correspondence.
- Ability to speak effectively with the public, including individuals of all ages and ability levels, and employees of the District.
- Good knowledge of the English language, spelling and grammar.

C. MATHEMATICAL SKILLS:

- Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals.

D. REASONING ABILITY:

- Ability to employ safe work practices and use sound judgment while leading educational programs.
- Ability to complete projects from beginning to end with minimal supervision.
- Possess positive conservation ethic and respect towards living things and the natural environment.
- Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form.
- Ability to deal with problems involving several concrete variables in standardized situations.

E. CERTIFICATES, LICENSES, REGISTRATIONS:

- Master Naturalist, Certified Interpretive Guide, or other environmental certification preferred. May be actively pursuing an environmentally related certificate.
- Must be able to attain a Mandated Reporter certificate through the Illinois Department of Children and Family Services.
- Current CPR/First Aid certification.

PHYSICAL DEMANDS:

- Employee must be able to sit, kneel, stand and bend.
- Employee must be able to walk on uneven terrain for extended periods of time.
- Employee must be able to provide instruction while walking outside and in varying weather conditions.
- Employee must be comfortable being outside in various types of weather for extended periods of time.
- Employee must occasionally lift and/or move up to 40 pounds.
- Employee must be able to use hands to handle or feel.
- Employee must be able to reach, push and pull with hands and arms.
- Employee must be able to talk and hear in person and via use of telephone.
- Specific vision abilities required by this job include close vision, depth perception and distance vision.

WORK ENVIRONMENT:

- Camps will be held outside. The weather and temperature will not be consistent during the course of employment.
- The noise level in the work environment will vary from moderately quiet to loud.
- Employee will be required to have frequent contact with animals, nature, Public Programs participants, volunteers and other members of the general public.
- Employee must be able to perform all assigned job duties during normal business hours and after normal business hours, as required in the event of an emergency or special event.
- Employee may be required to provide own transportation to various District preserves and locations.

The above information is not intended to be all-inclusive and can be expanded or modified as necessary.

Kendall County Forest Preserve District

**KENDALL COUNTY FOREST PRESERVE DISTRICT
JOB DESCRIPTION**

CLASS TITLE: Ellis House and Equestrian Center Seasonal

WAGE CATEGORY: FLSA Non-Exempt

REPORTS TO: Ellis House and Equestrian Center Farm Manager

EFFECTIVE DATE: February 16, 2015

SUMMARY:

This position provides support for the maintenance of facilities and grounds, and support of special events at Ellis House and Equestrian Center for the Kendall County Forest Preserve District ("the District").

ESSENTIAL DUTIES AND RESPONSIBILITIES:

I plan to modify this to include support of wedding events (set up and take down of tables, chairs and event support), and grounds maintenance functions including:

- Supports lawn maintenance activities, landscaping projects, natural area management, and trail maintenance.
- May provide assistance within youth and adult riding lessons, school programs, summer camps, pony ride events, group programming, and other equestrian programs under the direction of Equestrian Center staff.
- Assist with the setup, takedown and staffing of Ellis rental and program events including but not limited to weddings, birthday party programs, house rentals, summer camps.
- Assists with animal care activities including feeding, watering, and clean up stalls and pasture areas for horses and other live animals. May perform basic horse care including handling, grooming, nutrition, stall cleaning, hoof care, parasite control, minor wound/injury treatment, and care of riding equipment Under the supervision of Equestrian Center staff,.
- Assists with facility maintenance of the Ellis House, stable, storage barn, riding arena(s) and pastures, including relocation of hay bales for hay loft storage and daily feeding.
- Maintains a safe and clean work environment at all times and enforces all safety rules and barn policies.
- Supervise, work with and provide instruction to volunteers as needed. Communicate policies and procedures to volunteers.
- Communicates with students, the public and Forest Preserve District staff and volunteers in a professional manner to carry out assigned job duties and to achieve a positive, professional and safe work environment.
- Performs other duties as assigned, including the use of heavy equipment for basic maintenance of facility.

SUPERVISORY RESPONSIBILITIES:

- No supervisory responsibilities.

QUALIFICATIONS:

To perform this job successfully, an individual must be able to perform all essential duties satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required for the position.

A. EDUCATION and/or EXPERIENCE:

- High school diploma or general education degree (GED).
- Requires knowledge of office practices, principles of modern record keeping, and setup and maintaining filing systems.

B. LANGUAGE SKILLS:

- Ability to read and interpret documents such as governmental regulations, legal documents, operating instructions, and procedure manuals.
- Ability to write routine reports and correspondence.
- Ability to speak effectively with the public and employees of the organization.
- Requires good knowledge of the English language, spelling and grammar.

C. MATHEMATICAL SKILLS:

- Ability to add, subtract, multiply and divide in all units of measure, using whole numbers, common fractions, and decimals.

D. REASONING ABILITY:

- Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form.
- Ability to deal with problems involving several concrete variables in standardized situations.

E. CERTIFICATES, LICENSES, REGISTRATIONS:

- Valid Illinois Driver's License is required.

PHYSICAL DEMANDS:

- Employee must frequently stand and bend.
- Employee must frequently be able to walk to other offices in the building.
- Employee must be able provide instruction from a walking or horse-mounted position for extended periods of time.
- Employee must frequently lift and/or move up to 75 pounds.
- Employee must be able to use hands to finger, handle or feel.
- Employee must be able to reach, push and pull with hands and arms.
- Employee must be able to talk and hear in person and via use of telephone.
- Specific vision abilities required by this job include close vision, depth perception and distance vision.

WORK ENVIRONMENT:

- The noise level in the work environment is usually moderately quiet, and frequently loud when operating grounds maintenance equipment.
- Employee must be able to perform all assigned job duties during normal business hours and after normal business hours, as required for programming events. This includes some evenings and weekends.
- Employee will be required to work in both indoor and outdoor work areas and may be subjected to all weather elements.
- Employee may be required to provide own transportation to travel to and from meetings, training, conferences, and the various District preserves and locations.

The above information is not intended to be all-inclusive and can be expanded or modified as necessary.

Kendall County Forest Preserve District

**LETTER OF UNDERSTANDING AND INTENT BETWEEN
THE KENDALL COUNTY BOARD AND
KENDALL COUNTY FOREST PRESERVE DISTRICT BOARD**

The purpose of this letter is to summarize and memorialize the understanding and intent of the Kendall County Board and Kendall County Forest Preserve District Board regarding coverage and cost associated with workers' compensation, property and liability coverage.

1. Effective Fiscal Year 2015-2016, the County Board amended the insurance program design by increasing the workers' compensation self insurance retention (SIR) from \$100,000 to \$250,000 per incident.
2. The Forest Preserve District will continue to annually reimburse the County for workers' compensation costs incurred by the County on behalf of the Forest Preserve District up to \$100,000 per incident.
3. The County will cover costs for Forest Preserve workers' compensation claims incurred by the County on behalf of the Forest Preserve District greater than \$100,000 up to \$250,000 per incident.
4. The last month of each fiscal year, the Forest Preserve District will reimburse the County for workers' compensation costs incurred by the County on behalf of the Forest Preserve District up to \$100,000 per incident. However, a payment schedule for such reimbursements to the County may be approved by the County Board at the written request of the Forest Preserve District Board.
5. The last month of each fiscal year, the Forest Preserve District will continue to reimburse the County for liability deductibles and property damage deductibles incurred by the County on behalf of the Forest Preserve District.
6. The last month of each fiscal year, the Forest Preserve District will continue to reimburse the County for the premium allocation paid by the County to provide property, liability, and workers' compensation coverage for the Forest Preserve District.

This Letter of Understanding memorializes the understanding and intent of both Boards within the known circumstances as of January, 2016. Revisions to this Letter of Understanding must be made in writing and mutually approved by both Boards.

The undersigned agree their prospective Boards have reviewed and agreed to this Letter of Understanding and Intent and this document accurately memorializes the understanding and intent of both parties as of the _____ day of _____, 2016.

John A. Shaw, County Board Chairman

Jeff Wehrli, Forest Preserve District President