To: KCFPD Board of Commissioners

From: David Guritz, Director

RE: March 2015 Director’s Report

Date: April 15, 2015

Meetings and Conferences

3/2 Speer Financial – Bond Rating Meeting Preparation
3/5 EAB Tree Removal Project – Pre-Bid Meeting
3/6 Upland Design – Review of Past Grant Preserve Access Projects
3/10 IPRA Leadership Academy Training
3/12 Illinois Clean Energy Community Foundation – Budget Revision
3/13 WIPFLI LLP Audit Review
3/17 Big Rock Creek Planning Meeting
3/19 Ellis H&EC Budget Meeting
3/20 S&P Bond Rating Conference Call
3/23 Comcast Grounds Inspection at Hoover F.P.
3/24 The Conservation Foundation – John Church – Conservation Easement Review
3/25 Ellis Staff Meeting
3/26 Environmental Education Budget Review Meeting
3/30 Constant Contact Training
4/1 Natural Beginnings Budget Review
4/2 S&P Bond Rating – Comment on Draft Report

Priority Projects Updates

➢ Farm License Agreements

An internal audit of the farm license program has been completed, and work is underway to finalize 2015 agreements for presentation to Commission, including 2015 revenue forecasts. As part of this effort, a billing and crop yield review schedule will be developed and implemented. As part of the internal audit, payment history was reviewed and meetings were held to address missing base and/or yield payments on two contracts. County GIS also supported review of the cropland acres under production, and confirmation of contract parcel numbers.

Beyond outstanding payments, the study revealed that a portion of 2013 yield payments were credited to FY 2014 resulting in overestimates for farm license revenues within the current fiscal year budget.

➢ EAB Tree Removal Project

Arbor Works has completed all Ash tree felling and removals as part of their base contract and approved change order. Efforts will continue to identify and remove tree hazards along trails and parking areas by staff and volunteer trail monitors. Quotes from outside contractors will be considered to address hazards that require specialized equipment and expertise.

➢ Fox River Bluffs Acquisition

Plat mapping and a boundaries survey is being completed by Jim Olson and Associates. A Phase I environmental survey is being completed by Midwest Environmental Consultants. Closing date will be set once the boundaries survey completion date is determined, likely early next week. An
OSLAD/LWCF grant progress report is being completed, and review of Illinois Clean Energy Community Foundation required submittals is under review in order to complete requirements and order the wire transfer of grant funds to closing. The Record is preparing an article for an upcoming edition, and boundary map exhibits were forwarded to Matt Schury.

➤ **Speer Financial – Bond Refunding Project**

Original and scanned copies of the certified minutes, agenda, and bond ordinance have been forwarded to Lewis Greenbaum and Anthony Micelli. The bond sale will take place on April 22, 2015. Speer Financial has reported that Build America Mutual and Assured Guarantee extended the lowest cost for the bond insurance policy. The bond insurer’s AA rating provides additional security to bond investors, which will allow completion of the refunding at lower interest rates. The underwriter estimates a 10 basis point benefit for insurance (0.10%) overall. So, net of the cost of the policy, bond insurance is estimated to save an additional $65,000, approximately.

➤ **Budget Reviews and Recoding Project**

Program budget reviews are underway as part of the recoding project. I am working directly with Becky Antrim, Latrese Caldwel and District program supervisors to develop program budgets for all operational areas in order to allocate current year appropriations, establish revenue and expense projections for the current fiscal year, and begin development of the FY 15-16 budget and three-year plan. A progress report will be presented at the upcoming Finance Committee meeting. Recoding of allocations is on track for completion by the end of April.

➤ **Audit and Bond Rating Review Recommendations**

Deficiencies in the mechanics of the District’s budget policies and management were identified within the audit and bond rating review contributing to the downgrading of the District’s bond rating. This included posting of a beginning-year deficit in the operating fund and identified need for an operating fund balance policy, expenditures beyond budget appropriations in the past fiscal year, overstatement of revenue projections for the current fiscal year, and trend of transferring capital fund interest earnings to support operations. While the District has addressed spending within appropriation limits, revenue projections need to be more conservative, and based on actual past program performance. Recommendations requiring Commission input and direction include allocation of staff salaries and proportional benefits as part of an approved three-year capital plan for crop and land conversion, a final transfer of interest earnings to establish a fund balance and fund balance policy, and approval of a balanced budget in line with past program performance. Beyond the three-year plan, a longer-term capital funding plan for the District needs to be developed.

➤ **Staffing Updates**

Becky Antrim, Kim Olson, and Latrese Caldwel are working on covering Jody Strohm’s responsibilities for management of accounts payable and voucher data entry. Marty Vick and Amy Clever are in process of reviewing the grounds and equestrian center budget. All staff members have been pulling together to address recent retirements and additional assigned responsibilities, and interim gap assignments due to staff medical leaves. Discussions are continuing to examine long term Ellis House and Equestrian Center staffing based on budget resources and anticipated staffing level changes. Recommendations will be presented to the Commission in May.
IDOT Rail Safety Crossing Grant

The District, with support from Fran Klaas have reached out to IDOT to discuss the designation of the Hoover entry road as either a County Highway or Township Road. Once IDOT responds, the District will need to survey and convey the entry road, and establish an intergovernmental agreement for road maintenance in order for IDOT to contract for the construction of the safety crossing.

Millbrook Bridge Inspection Updates

HR Green has completed its inspection of Millbrook Bridge, including the underwater survey completed under a subcontract with Collins Engineering. A review meeting was held to discuss project history, and options and potential capital grant sources for addressing Millbrook Bridge short term structural issues, and long term viability. Concerns noted included the close proximity, hydraulic issues, and threat of impact from Millbrook Bridge to the new vehicular bridge, Millbrook Bridge public safety and environmental concerns, and long term regional trail plans and needs for a river pedestrian crossing connecting District preserves to Silver Springs State Park. HR Green is working to complete its inspection report for presentation to Commission.

Respectfully submitted,

Dave Guritz
Director
KENDALL COUNTY FOREST PRESERVE

MONTHLY REPORT – MARCH 2015

RESERVATIONS / Responsibilities

Harris Forest Preserve

0 Internal Event - 0 guests
1 External Events - 40 guests

Guests: Family Potluck

Jay Woods, Richard Young and Subat Forest Preserves

0 External - 0 guests
0 Events - 0 guests

Guests:

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

4 Internal event: 160 guests:

11 External events: 324 guests

Guests: Scout Outings: T111, P579, T496, T889, T26, T508, P4439, T943

Meadowhawk Lodge:
  Bridal Expo
  Environmental Education: Presentation, Black Bears Program
  Kendall Area Transit Fund Raiser

KC Outdoor Education Center: Plano, Sandwich, Yorkville & outside groups.
  Total Guests: 798

Historic Courthouse

Internal: 0 events - 0 guests

Guests:

External: 23 events - 483 guests

Guests: ROE: Bus Driver Training & Truancy Hearing
  4H Meeting & Homeschool Group
  KC Admin Services – Mayors/Managers
  KC Probation Behavior Classes
  IDOT Public Meeting

Forest Foundation Meeting
Weight Control Meetings
KC Animal Volunteer
KCHSA Monthly Meeting
WSPY Candidate Forum
KENDALL COUNTY FOREST PRESERVE
MONTHLY REPORT – MARCH 2015

RESERVATIONS / Responsibilities

Responsibilities:

→ Director Assistance: I have been assisting David Guritz on the Forest Preserve’s meeting agenda’s, meeting packets and the posting of these items on the website. In addition, I have been assisting him with several other pertinent contracts and agreements to help him get current with these items that needed attention due to the absence of a Director.

Worked with Kim Olson on time sheets and turning in the Payroll vouchers for the two pay periods in March. Worked on the calculation of vacation and sick hours for all employees and advised them of their balance thru 3-21-15. Updated the part time hour’s monthly report and sent to Glenn Campos.

I telephoned references from Arbor Works for the tree removal bid project. All references spoke highly of their dedication to their work and safety precautions. Assisted Dave Guritz in the bid opening for this project.

Kim Olson & I worked together on Accounts Payables for the period ending March 19, 2015. We went through all invoices and entered the vendor number and line item that was to be charged. Gave vouchers to Julie Hanna for her input into the voucher system.

Worked on the ReCPro Start Up Document for the registration software. This includes writing up pertinent information that will be downloaded onto the new system. Training & Installation of the registration software package will be conducted in the near future.

→ Education Program Registration: Received phone calls and e-mails regarding education programs. All program registrations received were entered into Access Database and all deposits onto spreadsheet. Printed registration roster pages from Access Database for each program and gave to education department for attendance. Updated report showing attendance and revenue for each area (Public Programs, Field Trips, Summer Camp, Natural Beginnings) for Education Department. Updated Access Database with new programs for the Winter Programs.

→ Field Trips: Continue to work on Oswego Field Trips: updated reservation invoice and available dates. Received e-mails regarding dates wanted to reserve.

→ 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 were completed and deposited.

→ Site Trak (shelter & bunkhouse reservations): Entered new reservations and printed out permits and sent out to registrants. Received phone calls and e-mails regarding reservations and answered any questions in a timely manner. Entered all education department programs into Site Trak and printed out permits. All permits received were entered into Site Trak and on deposit spreadsheet.

→ Background Reports: Registered with the Illinois State Police Criminal History Information Response Process (CHIRP) so we can conduct background reports. Sent in 15 background checks for volunteers at Ellis & the Volunteer Program, plus a Summer Camp counselor.
Responsibilities:

→ Summer Camp 2015: Summer Camp registrations have been coming in very heavily. I have spoken with several parents regarding which camp would be best for the child and have sent out the registration forms.

Becky Antrim
Reservation Coordinator
Kendall County Forest Preserve: Education Department  
March 2015

Programs and Community Involvement:
• School programs have been presented to a variety of schools and grades:
  Approximately 1,350 students reached through educational programming in March
  o Biomimicry- Oswego Schools
  o Animal Adaptations- Oswego Schools
  o Wetland Ecology- Oswego Schools
  o Zoochory- Oswego Schools
  o Fossils of Illinois- Oswego Schools
  o Teeth of Herbivores, Omnivores, and Carnivores- Plano
• Oswego Library Outreach program- 26 eager participants learned about maple tapping on March 30th.
  This community connection is a wonderful tool to reach the far east portion of Kendall County.
• Dispelling the Myths of the Black Bear program was presented by the North American Bear Association. This community outreach program was attended by 12 individuals and was greatly enjoyed by the participants.
• Upcoming spring and summer programs are being finalized.

Staffing:
• One camp counselor position has been filled with one more staff opening to be filled. One camp position has been eliminated to save on costs.

Natural Beginnings:
• All 2015-2016 classes are full and a waitlist has been created. The budget for an afternoon session has been proposed and will be go for approval in April. The program will be able to run and cover its costs.

Staff Development:
• Laura McCoy presented and attended the National Science Teachers’ Conference in Chicago. Her presentation focused on the impact that non-formal education can have on classroom instruction of the Next Generation Science Standards (NGSS). Her presentation supported the conference strand listed below:
  o Natural Resources, Natural Partnerships
    Sustaining natural resources requires collaborative partnerships among many stakeholders, and science is the key to making smart decisions about resources. Educators and students can engage with environmental groups, agencies, and businesses to build and support a sustainable future. This strand will help teachers identify possibilities and potential partnerships.
• Laura presented a workshop that covered the use of the NGSS for non-formal educators. The workshop was presented to the staff of the Will County Forest Preserve Education Department and open to all members of the Environmental Education Association of Illinois. The workshop created a partnership between Will County Forest Preserve and Kendall County Forest Preserve.
MAR ACTIVITIES — KIM OLSON, PATRICK HIGGINS AND RON SMRZ

- We still had to deal with snow and ice...March came in like a lion and when out like a lamb!
- We removed over 50 trees killed by the EAB at Hoover.
- We measured, marked and counted all the ASH trees to be removed by bid at Hoover and Harris.
- We are doing “spring cleaning” of ditches, gravel cleanup from plowing, and preparing all preserves for the arrival of the volume of “warm season” guests/traffic.
- We hauled gravel and repaired roads and parking lots at ALL preserves. Especially for Hoover.
- We removed, cleaned and put to storage all winter equipment, and brought out and prepared all warm season equipment.
- We are still trying to get the seed prepared for disbursement, as the EAB tree removal trumped everything. Natural areas management will suffer due to staff changes. We are trying to adjust/restructure due to absorbing positions that have been vacated and eliminated.
- As always, our entire field team always does a SUPERB job in the care of the KCFPD.

MAR ACTIVITIES — KIM OLSON

- I am a “hands on” Superintendent...so always...all of the above alongside the guys! Along with...
- I continue to assist in the HCH, Dave, Laura, Jody and Becky with areas that need attention and help.
- I proposed, planned, prepared and completed the EAB removal project at Hoover, along with Dave!
- I want to thank you all for the direct attention and approval of the EAB removal project.
- I arranged for Marty Vick to obtain his herbicide license.
- I wrote this report.

MAR ACTIVITIES — MIKE PIERSON and crew-HOOPER

- Mike did the same winter to summer preparation as us.
- Mike replaced the thermostat in the Kubota.
- Mike Burned the rain gardens and along the Lagoon fence.
- Mike has been working with Wire Wizard addressing the Alarm problems plaguing Hoover’s system.
- Mike graded and added gravel along the roads at Hoover.
- Mike mapped out a 5K course for a run held at Hoover.
- Mike worked with us when possible on the dead Ash removal also, bids and planning.
- Mike Prinos: painted the kitchen at Kingfisher, repaired screens in most all the buildings, cleans all buildings after guests depart, checks in guests on Friday nights, along with assisting Mike in all of the above mentioned.
- And as always, The Hoover staff continues to do a SUPERB job in representing the KCFPD.

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 Ranger duties and mowing.

**ROUTINE DUTIES-KIM OLSON**

- Inspection of all properties on a regular basis for quality and safety.
- Obtaining quotes and meeting with contractors when projects are pending.
- Managing and scheduling staff, including Mike at Hoover.
- Troubleshooting and taking preventative measures for the well being of the properties.
- Educating, informing and communicating with the public.
- Prioritizing and dispatching staff for maximum efficiency and production.
- Opening and closing of preserves as needed to assist on days off and Holidays.
- 24/7/365 on call for staff and Sheriff’s Department for any issues that may arise (and I do get them at all hours!)
- Scheduling/on call for deputy details/patrols.

**ROUTINE DUTIES-MIKE PIERSON**

- Mike is our on-site certified mechanic for the entire FP fleet.
- Mike is responsible for all the Hoover grounds, buildings, woodlands and trails, maintenance and repairs.
- Mike does care, testing, monitoring and maintenance of lagoon and water treatment systems, testing both daily and monthly.
- Mike supervises part-time staff and also court services individuals.
House Bookings:

- July 18, 2015 – Wedding – Oswego - I heard about Ellis House through my cousin who was in a wedding there. She said it was absolutely beautiful and I trusted her taste after being at her wedding which was actually in southern Illinois. Booked: 10/6/14
- August 1, 2015 – Wedding – Plainfield I heard about the Ellis house from Barb and Joanne’s wedding there. Booked: 12/11/14
- August 29, 2015 – Wedding – Morris We knew about Ellis through our fire department but did not know about the weddings till we came to family fun night. Booked: 10/26/14
- September 5, 2015 – Wedding – Naperville – One of world’s best volunteers and supporters of Ellis. Booked: 12/16/14
- September 12, 2015 – Wedding – Shorewood - I heard of the Ellis House through a friend, and also a bride who will be getting married there this year, Kari Kezele. Booked: 9/25/13
- September 18, 2015 – Wedding – Joliet – We actually found it online just searching country wedding venues in Illinois. However, Mitch had talked to an employee from Dollinger farm inquiring weddings and they suggested you. Booked: 10/19/14
- September 19, 2015 – Wedding – Crest Hill – I am pretty sure it has something to do with looking at the big fish grill for catering then rich stumbled upon the Ellis house! Booked 2/15/2015
- September 26, 2015 – Wedding – Morris - Ellis came up on a web search for wedding venues. We are both thrilled to be having our reception there. Booked: 10/4/14
- October 2, 2015 – Wedding – Elwood I heard about it from Amanda millers wedding and also got info from Tarissa Philips, who got married there as well. Booked: 12/14/14
October 10, 2015 – Minooka - I knew I wanted a rustic wedding, outside, with a big white tent...so I googled "rustic wedding venues in Illinois" and a website called popped up. After scrolling through a few places (alphabetical listing) I saw Ellis House...I visited your website and loved it...after that I emailed you to book the first tour and then Mark and Lilly came for the second tour and the rest is history :) Booked: 8/28/14

January 16, 2016 – Birthday Party – Channahon - I did the Reindeer Run at Ellis House. After doing the run, and my daughters brownie troop had an afternoon with the horses I wanted to rent Ellis House for my husband’s party. Booked: 12/2/13

September 17, 2016 – Wedding – Plainfield – We found out about Ellis through a Google search! Booked: 10/27/14

Special Events:

Sunday, February 15th 3rd Annual Bridal Expo – 110 guests (booked 2 weddings)

Meetings/Training/Expos/Annual Events:

Wednesday, February 4th – Planning and Events Meeting
Friday, February 6th – The Conservation Foundation – Lyondell Basel beautification project
Thursday, February 12th – FP Staff Meeting
Saturday, February 21st – Tack Cleaning with volunteers
Tuesday, February 24th – Marketing Meeting
Wednesday, February 25th – Staff Meeting
Thursday, February 26th – FP Staff Meeting
Saturday, February 28th – Family Fest, Minooka

House/Property Tours:

- 10 – EHEC
- 2 - Meadowhawk

Group Tours * Birthday * Girl/Boy Scout Parties * Summer Camps:

都有自己 parties/groups with 45 guests

Riding Lessons:

- 18

Community Service hours:
Volunteer Hours:

75

Total Deposits:

$4523.56

Feedback from Customers:

Saturday, January 17, 2015 – Murder Mystery Dinner

Hi Tina,
Just wanted to let you know, my husband and I had a great time that Saturday.
Everything was VERY nice. Food was delicious!
Marianne
Section 1.2  Anti-Harassment Policy

It is the policy of the Kendall County Forest Preserve Office to promote a productive work environment and not to tolerate any conduct in the workplace that harasses, disrupts, or interferes with another’s work performance or that creates an intimidating, offensive, or hostile work environment. Employees are expected to maintain a productive work environment that is free from harassing or disruptive activity. No form of harassment will be tolerated against any applicant or employee on the basis of the individual’s sex, color, race, religion, national origin, ancestry, age, marital status, order of protection status, military status, veteran status, unfavorable discharge from military service, sexual orientation, pregnancy, genetic information, disability, and/or any other basis prohibited by federal, state, and/or local laws, regulations and ordinances (hereinafter collectively referred to as “protected categories”).

Each supervisor and manager has a responsibility to keep the workplace free of any form of unlawful harassment. No supervisor is to threaten or insinuate, either explicitly or implicitly, that an employee’s refusal or willingness to submit to sexual advances will affect the employee’s terms or conditions of employment. Other sexually harassing or offensive conduct in the workplace, whether committed by supervisors, non-supervisory employees, or non-employees, is also prohibited. This conduct includes: unwanted physical contact or conduct of any kind, including sexual flirtations, touching advances, or propositions, verbal harassment of a sexual nature, such as lewd comments, sexual jokes or references, and offensive personal references, demeaning, insulting, intimidating, or sexually suggestive comments about an individual’s personal appearance, the display in the workplace of demeaning, insulting, intimidating, or sexually suggestive objects, pictures, or photographs, demeaning, insulting, intimidating or sexually suggestive written, recorded, or electronically transmitted messages. Any of the above conduct or any other form of offensive and unwelcome conduct directed at individuals because of their protected categories is also prohibited.

Any employee who believes that a supervisor’s, other employee’s, or non-employee’s actions or words constitute unlawful harassment has a responsibility to report or complain about the situation as soon as possible. The report or complaints should be made to the employee’s immediate supervisor, or the Director of Kendall County Forest Preserve. If the complaint involves the immediate supervisor or the Director, the employee may file a written complaint with the President or Vice President of the Forest Preserve District Board of Commissioners. All complaints of harassment will be investigated promptly and in as impartial and confidential manner as possible. Employees are requested to cooperate in any investigation. A timely resolution of each complaint should be reached and communicated to the parties involved.

Any employee or supervisor who is found to have violated the harassment policy may be subject to appropriate disciplinary action, up to and including termination of employment. The Kendall County Forest Preserve prohibits any form of retaliation against employees for bringing complaints of harassment pursuant to this policy or for providing information about alleged harassment in the workplace. However, if an individual makes a false complaint of alleged harassment and/or provides false information during a harassment investigation, the individual may be subject to disciplinary action, up to and including termination of employment.
An employee who believes that he or she has been the subject of harassment or retaliation for complaining about harassment also has a right to file a charge of civil rights violations with the Illinois Department of Human Rights within 180 days of the harassment, to have that charge investigated by the Department and, if substantial evidence to support the charge is found to exist, to have such an opportunity as is provided by law and applicable regulations to engage in conciliation with the employer and/or to have the charge heard in a public hearing before an Administrative Law Judge of the Illinois Human Rights Commission.

For further information, any such employee may call or write to:
  Illinois Department of Human Rights
  100 West Randolph Street, Rom 10-100
  Chicago, Illinois 60601
  Telephone: 312-814-6200

Or
  Illinois Human Rights Commission
  100 West Randolph Street, Room 5-100
  Chicago, Illinois 60601
  Telephone: 312-814-6269
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<th>Acres in Production per Contract (2014)</th>
<th>FY 14 Adjusted Farm License Revenue (internal Audit)*</th>
<th>Acres per Contract (2015)</th>
<th>2015 Base Rent per Acre</th>
<th>2015 Base Rent Calculations</th>
<th>IDNR-OSLAD, IECF and NPS LWCF Funded Projects</th>
<th>Acres in Production Scheduled for Cropland Conversion (3-5 year plan)</th>
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*Figures in italics represent yield payments

**Payments due:**
- R. Roberts: $1,265 (Account scheduled for full repayment by October 2015)
- D. & D. Roberts: $13,272 (Placeholder - account currently under review)

**Total payments due:** $14,537

**2015 Revenue Projections:** $160,719.11 (Does not include yield calculation payments)

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Forest Preserve District Program Exhibitor and Vendor Agreement #____

This Agreement entered into by and between ___________________________ (hereinafter referred to as the “Exhibitor”), and whose designated representative shall be ______________ and whose telephone number is ____________, with a primary residence at _______________________________ and the Forest Preserve District of Kendall County, with offices at 110 West Madison Street, Yorkville, Illinois 60560, a body politic and corporate (hereinafter referred to as the “District”), whose representative shall be ______________________ and whose telephone number is ______________.

ARTICLE I – PROGRAM INFORMATION.

A. Name of Program: ______________________________

B. Date of Program: ______________________________

C. Location of Program: ______________________________

D. Time of Program: ______________________________

E. Work to Commence: ______________________________

F. Special Instructions: ______________________________

ARTICLE II – FEES, CHARGES AND PAYMENT PROVISIONS.

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________
ARTICLE III – EXHIBIT DESCRIPTION.

A. Exhibit Dimensions and Description:

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

For purposes of this Agreement, the activities described herein to be performed by Exhibitor under this Agreement are hereinafter referred to as "Exhibitor Activities."

B. Description and Schedule of Costs of Items for Sale to the General Public: (Use additional sheets if necessary and label Addendum I):

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

C. District Exhibit Requirements (special instructions):

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

ARTICLE IV – WORK AND CONSIDERATIONS.

A. Exhibitor agrees to perform the Exhibitor Activities throughout the event. The time of the event is ____________________.
B. Exhibitor must be present during the entire event. Set up must be completed prior to the event start time.

C. Exhibitor shall be solely responsible for his or her equipment and/or other personal property, and assumes all liability for any damage to said equipment and/or personal property or loss thereof. Exhibitor hereby waives and releases all claims of every nature against the District, their elected officials, organizers, employees, volunteers and sponsors from any liability, and damage or loss to Exhibitor’s equipment or personal property. In this regard, Exhibitor is encouraged to obtain insurance coverage as he or she deems appropriate at their expense.

D. Exhibitor and all Exhibitor’s agents have signed the attached waiver of liability.

E. Exhibitor agrees to manage all sales transactions in accordance with all applicable federal, state and local laws and regulations, including applicable sales tax laws of the State of Illinois.

F. The District reserves the right to remove any items or equipment it deems to be inappropriate for the venue.

G. Other considerations:

________________________________________________________________________

________________________________________________________________________

ARTICLE V—CHANGES.

Exhibitor shall perform only the Exhibitor Activities specified herein. No additional activities shall be performed unless prior written approval for such additional activities has been authorized by the District pursuant to a properly executed written Change Order.

ARTICLE VI – INSPECTION AND ACKNOWLEDGEMENT.

Exhibitor represents that it has inspected and thoroughly examined the premises where the Exhibitor Activities will be performed. Exhibitor’s failure to inspect and examine the premises resulting in its subsequent inability to perform the Exhibitor Activities shall in no way relieve it of the obligations of this Agreement. Exhibitor knowingly and voluntarily assumes all risk of injury and damage to Exhibitor and Exhibitor’s property, employees, subcontractors, agents and others working for the Exhibitor and Exhibitor waives and releases all claims of every nature against the District, their elected officials, organizers, employees, volunteers and sponsors, along with any participating agencies, from any and all liability that may arise, including, but not limited to claims of personal injury or property damage. Exhibitor agrees to fully advise all of its employees, subcontractors, agents and others working for the Exhibitor at the facility of any and all risks associated with the facility and the program itself, as well as
of all necessary environmental, safety, and health procedures required by applicable federal, state or local law, rule or regulation, or by any District ordinance, rule or policy.

ARTICLE VII – LIMITATION OF LIABILITY.

Notwithstanding anything to the contrary herein contained, The District's liability to Exhibitor shall be limited to a return of any fees actually paid. Exhibitor hereby waives any and all rights to indirect or consequential damages relating to the use or non-use of the District property and facilities pursuant hereto.

ARTICLE VIII – INDEMNIFICATION.

Exhibitor shall defend with counsel of The District's own choosing, hold harmless and indemnify the District, including its past, present, and future board members, officers, agents, employees and elected officials, from any loss, damage, demand, liability, cause of action, fine, judgment or settlement, together with all costs and expenses related thereto (including reasonable expert witness and attorney fees), that may be incurred as a result of bodily injury, sickness, death or property damage or as a result of any other claim or suit of any nature whatsoever arising from or in any manner connected with, directly or indirectly, the negligent, wanton, willful or intentional acts, errors or omissions of Exhibitor in performing the Exhibitor Activities provided for in this Agreement or the negligent, wanton, willful or intentional acts, errors or omissions of any agent, subcontractor or consultant hired to perform any service on behalf of Exhibitor in relation to the performance of this Agreement or the Activities outlined herein.

Nothing contained herein shall be construed as prohibiting the District, its elected 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. The District's participation in its defense shall not remove Exhibitor's duty to indemnify, defend, and hold the District harmless, as set forth above. The District does not waive its defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) or any other law by reason of indemnification or insurance.

The obligation on the part of Exhibitor to defend, hold harmless and indemnify the District shall survive the expiration or termination of this Agreement.

ARTICLE IX – INSURANCE REQUIREMENTS.

Unless otherwise authorized in writing by the District's Executive Director, Exhibitor and each of its agents, subcontractors and consultants hired to perform any of the Exhibitor Activities provided for herein shall purchase and maintain during the term of this Agreement insurance coverage which will satisfactorily insure Exhibitor and, where appropriate, the District against claims and liabilities which may arise out of the performance of the Exhibitor's Activities referred to in this Agreement. Such insurance shall be issued by companies authorized to do business in the State of Illinois and approved by the District. The specific insurance coverages to be provided by Exhibitor are set forth in Addendum II titled “Insurance Requirements,” which is attached hereto and made a part of this Agreement.
ARTICLE X – FREEDOM OF INFORMATION ACT.

Program Participant agrees to furnish all records related to this agreement and any documentation related to the Forest Preserve District of Kendall County required under an Illinois Freedom of Information Act (FOIA) request within five (5) business days after the District issues notice of such request to the Program Participant (5 ILCS 140/1 et. seq.). Contractor agrees to not apply any costs or charge any fees to the District regarding the procurement of records required pursuant to a FOIA request.

ARTICLE XI – ASSIGNMENT.

Exhibitor shall not sell, assign or otherwise transfer its rights under this Agreement to any third party without the prior written approval of the District. Any assignment, sale or other transfer shall not relieve Exhibitor of any responsibility hereunder unless agreed to in writing by the District.

ARTICLE XII – CHOICE OF LAW AND VENUE.

This Agreement shall be construed in accordance with the law and Constitution of the State of Illinois and if any provision is invalid for any reason such invalidations shall not render invalid other provisions which can be given effect without the invalid provision. The parties agree that the venue for any legal proceedings between them shall be the Circuit Court of Kendall County, Illinois, Twenty-Third Judicial Circuit, State of Illinois.

ARTICLE XIII – TERMINATION AND SURVIVAL.

This Agreement may be terminated by District without cause upon thirty (30) days’ written notice. Additionally, the District reserves the right to immediately terminate this Agreement in the event of a breach of any term or provision hereof. Any fees paid will not be refunded should the termination of this Agreement result from a request for cancellation or a breach in terms of this Agreement by Exhibitor.

ARTICLE XIV – RECOVERY OF COSTS.

In any action with respect to this Agreement, the parties are free to pursue any legal remedies at law or in equity. If the Forest Preserve District of Kendall County is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this Agreement, and by reason thereof, is required to use the services of an attorney, then the District shall be entitled to reasonable attorneys’ fees, court costs, expenses and expert witness fees incurred by the District pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.

ARTICLE XV – FOOD SERVICE.

Exhibitor agrees that food service shall be limited to prepackaged food and beverages only. A Kendall County Health Department Permit-License is required for approval to sell or serve any prepared food or beverages.
ARTICLE XVI – COMPLIANCE WITH STATE AND FEDERAL LAWS.

Exhibitor 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.

ARTICLE XVII – COUNTERPARTS.

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

ARTICLE XVIII - OTHER AGREEMENT PROVISIONS.


ARTICLE XIX—CONTACT INFORMATION.

A. District Staff Contact Information:

Facility: ____________________________________________

Contact: __________________________________________

Address: __________________________________________

City, State, ZIP: __________________________________

Phone/FAX/E-mail: _________________________________

B. Exhibitor Information:

Business name (if incorporated): ______________________

Name of representative (individual): __________________

Address: __________________________________________

City, State, ZIP: __________________________________

Phone/FAX/E-mail: _________________________________

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FEIN # (if incorporated): __________________________ (Required for paid exhibitors only)

Social Security Number: __________________________ (Required for paid exhibitors only)

ARTICLE XX- NOTICE.

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, to the persons and addresses listed in Article XIX.

ARTICLE XXI - FORCE MAJEURE.

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

ARTICLE XXII - AUTHORITY TO EXECUTE AGREEMENT.

The District and Exhibitor 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.

ARTICLE XXIII - ENTIRE AGREEMENT.

The provisions set forth herein represent the entire agreement between the parties and supersede all prior agreements, promises and representations, as it is the intent of the parties to provide for a complete integration within the terms of this Agreement. This Agreement may be changed or modified only by a further written agreement between the parties, and no change or modification shall be effective unless properly approved and executed by each party.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the ____ day of ______________, 2015.

EXHIBITOR  

DISTRCT  

By: __________________________  
Signed (Exhibitor)  

By: __________________________  
Executive Director
Please deliver a signed original of this completed Program Exhibitor and Vendor Agreement to:

Contact: 

Facility: 

Address: 

City, State, ZIP: 

FAX: 

Phone: 

Please submit pre-event and post event receipts and payments as specified in this Agreement to:

Contact: Rebecca Antrim  
Forest Preserve District of Kendall County  
110 West Madison Street  
Yorkville, IL 60560
ADDENDUM II – INSURANCE REQUIREMENTS.

No less than ten (10) days prior to the date of the subject Program, Exhibitor shall deposit with the Forest Preserve District of Kendall County certificates evidencing the insurance as is to provide hereunder.

The insurance coverage’s shall include, but not necessarily be limited to, the following:

(A) Worker’s Compensation insurance with limits as required by the applicable statutes of the State of Illinois. The Employer’s Liability coverage under the Worker’s Compensation policy shall have limits of not less than $500,000 each accident/injury; $500,000 each employee/disease; $500,000 policy limit.

(B) General liability insurance protecting Exhibitor against any and all public liability claims which may arise in the course of performance of the Exhibitor Activities. The limits of liability shall be not less than as follows:

If written under Comprehensive General Liability Policy Form:
(i) Bodily injury: $1,000,000 per occurrence and $2,000,000 aggregate per project;
(ii) Property damage: $1,000,000 per occurrence and $2,000,000 aggregate per project;
(iii) Bodily injury and property damage combined: $1,000,000 per occurrence and
$2,000,000 aggregate per project;
(iv) Personal injury: $2,000,000 aggregate per project.

If written under Commercial General Liability policy form:
(i) $2,000,000 general aggregate per project;
(ii) $1,000,000 products completed operations aggregate;
(iii) $1,000,000 personal and advertising injury;
(iv) $1,000,000 per occurrence;
(v) $1,000 medical expenses (any one person).

(C) Commercial automobile liability insurance covering Exhibitor’s owned, non-owned, hired and leased vehicles which protects Exhibitor against automobile liability claims whether on or off the District’s premises with coverage limits of not less than $1,000,000 per accident bodily injury/property damage combined single limit.

(D) Minimum umbrella occurrence insurance of $5,000,000 per occurrence and $5,000,000 aggregate.

The Forest Preserve District of Kendall County shall be named as an Additional Insured on a Primary and Non-Contributory basis with respect to the general liability, business auto liability and excess liability insurance, as well as a waiver of subrogation with respect to the general liability and workers’ compensation in favor of the Forest Preserve District of Kendall County. Also, the Forest Preserve District of Kendall County shall be designated as the certificate holder.

The District reserves the right to necessitate further insurance requirements should the Subject Program or Exhibitors’ activities demand it.
WAIVER AND RELEASE OF LIABILITY AGREEMENT

READ THIS WAIVER AND RELEASE OF LIABILITY AGREEMENT (THE "RELEASE") CAREFULLY. THIS RELEASE INCLUDES A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS. BE AWARE THAT BY EXECUTING THIS RELEASE AND PARTICIPATING IN THIS EVENT, YOU WILL BE EXPRESSLY ASSUMING THE RISK AND LEGAL LIABILITY, ANDWAIVING AND RELEASING ANY CLAIMS FOR INJURIES, DAMAGES, OR LOSS WHICH YOU MIGHT SUSTAIN AS A RESULT OF ANY ACTIVITIES CONNECTED WITH PARTICIPATION IN THE EVENT.

I am participating at my own risk, and to the fullest extent authorized by law, I hereby release, waive all claims of every nature, hold harmless and covenant not to file suit against the Kendall County Forest Preserve District, their elected officials, the organizers, employees, volunteers, agents and sponsors along with any other participating agencies in respect to any personal loss, property damage, bodily injury, or death resulting from participation in these activities. I understand that attendance at this event is not without risk to me, my family and my guests, and I fully assume such risks and liability.

I understand that this is a legal document with effects that I approve and authorize.

I, the undersigned, have read, have understood, and do accept the above waiver and sign it voluntarily.

Signature: ___________________________ Date: ___________________________

Printed Name: _______________________

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