

**KENDALL COUNTY FOREST PRESERVE DISTRICT
MEETING AGENDA
TUESDAY, MARCH 3, 2026
6:00 PM**

KENDALL COUNTY OFFICE BUILDING – 2ND FLOOR COUNTY BOARD ROOM

- I. Call to Order
- II. Pledge of Allegiance
- III. Invocation
- IV. Roll Call: Brian DeBolt (President), Ruben Rodriguez (Vice President), Seth Wormley (Secretary), Scott Gengler, Jason Peterson, Zach Bachmann, Elizabeth Flowers, Matt Kellogg, Dan Koukol, and Brooke Shanley
- V. Approval of Agenda
- VI. Public Comments
- VII. ⁽¹⁾ **CONSENT AGENDA**
 - A. Approval of Minutes
 - Kendall County Forest Preserve District Commission Meeting of February 17, 2026
 - B. **MOTION:** Approval of Claims in the Amount of \$75,687.58
 - C. **MOTION:** Approval of a 1-Year Lease Agreement Renewal with Jon Kolka, Grounds Coordinator and Resident for Use of the Hoover Residence Effective March 22, 2026 through March 21, 2027 with a Monthly Rent Payment of \$550.00
 - D. **MOTION:** Approval of the Donation to The Conservation Foundation's 2026 Earth Day Benefit Dinner for Silent Auction of a 1-Night Bunkhouse Rental (\$250.00 value), 3-Hour Pickerill Estate House Rental with 2 Hours of Client Set-Up/Tear Down Time (\$490.00 value), and an Individual Horsemanship Lesson at Ellis Equestrian Center (up to a \$79.00 value)
 - E. **MOTION:** Approval of the Renewal of a Two-Year License Agreement between the Kendall County Forest Preserve District and Millbrook Trail Rides LLC to Allow Scheduled Access, Use, and Maintenance of a Designated Trail at Millbrook North Forest Preserve for an Annual License Fee of \$2,500.00
 - F. **MOTION:** Approval of a District Credit Card Increase for Antoinette White, Executive Director, from \$5,000 to \$10,000 Monthly Limit
 - G. **MOTION:** Approval of a District Credit Card Increase for Stefanie Wiencke, Environmental Education and Outreach Division Manager from \$1,000 to \$2,000 Monthly Limit
 - H. **MOTION:** Approval of a District Credit Card for Julia Granholm, Executive Assistant for a Monthly Limit of \$2,000
 - I. **MOTION:** Approval of a Position Description for a Forest Preserve Intern
- VIII. **OLD BUSINESS**

No items posted for consideration.
- IX. **NEW BUSINESS**

No items posted for consideration.
- X. Committee Chairman Reports: Seth Wormley (Finance) and Dan Koukol (Operations)
- XI. Public Comments
- XII. Executive Session
- XIII. **OTHER ITEMS OF BUSINESS**

None
- XIV. Adjournment

(1) Requires affirmative vote of the majority of those elected (6) for passage (KCFPD Rules of Order Section I.G.3.b.v.a)

**KENDALL COUNTY FOREST PRESERVE DISTRICT
COMMISSION MEETING MINUTES
FEBRUARY 17, 2026**

I. Call to Order

President DeBolt called the meeting to order at 10:25 am in the Kendall County Office Building – 2nd Floor

II. Pledge of Allegiance

The Pledge of Allegiance was recited at the start of the Kendall County Board Meeting.

III. Invocation

An invocation was offered at the start of the Kendall County Board Meeting.

IV. Roll Call

	Bachmann	X	Koukol
X	DeBolt	X	Peterson
X	Flowers	X	Rodriguez
X	Gengler	X	Shanley
X	Kellogg	X	Wormley

Roll call: Commissioners Flowers, Gengler, Kellogg, Koukol, Peterson, Rodriguez, Shanley, Wormley, and President DeBolt were all present.

V. Approval of Agenda

Commissioner Shanley made a motion to approve the agenda as presented. Seconded by Commissioner Wormley. Aye, all. Opposed, none.

VI. Public Comment

No public comments were offered from citizens in attendance.

VII. CONSENT AGENDA

A. Approval of Minutes

- Kendall County Forest Preserve District Finance Committee Meeting of January 29, 2026
- Kendall County Forest Preserve District Commission Meeting of February 3, 2026

B. MOTION: Approval of Claims in the Amount of \$24,240.31

C. MOTION: Approval of a Reciprocal Access and Designated Trail Riding License Agreement Between the Kendall County Forest Preserve District and Robert Bright

President DeBolt recited the items posted to the Consent Agenda.

Commissioner Shanley made a motion to approve the Consent Agenda as presented. Seconded by Commissioner Flowers.

Motion: Commissioner Peterson
Second: Commissioner Flowers

Roll call: Consent Agenda

Commissioner	Aye	Opposed	Commissioner	Aye	Opposed
Bachmann			Koukol	X	
DeBolt	X		Peterson	X	
Flowers	X		Rodriguez	X	
Gengler	X		Shanley	X	
Kellogg	X		Wormley	X	

Motion unanimously approved.

Roll call: Commissioners Flowers, Gengler, Kellogg, Koukol, Peterson, Rodriguez, Shanley, Wormley, and President DeBolt, aye. Opposed, none. Motion unanimously approved.

VIII. OLD BUSINESS

No items were posted for consideration.

IX. NEW BUSINESS

Operations Committee:

- A. **MOTION:** Approval of the Purchase of a 2023 Ford F-150 XLT AWD Supercrew with Approximately 12,382 Miles from Heller Ford, El Paso, Illinois in the Amount of \$44,554.63. President DeBolt Made a Motion to Approve the Purchase of a 2023 Ford F-150 AWD Supercrew with Approximately 12,382 Miles from Heller Ford, El Paso, Illinois in the Amount of \$44,554.63. Seconded by Commissioner Koukol.

Motion: President DeBolt
Second: Commissioner Koukol

Roll call: F-150 Truck Purchase

Commissioner	Aye	Opposed	Commissioner	Aye	Opposed
Bachmann			Koukol	X	
DeBolt	X		Peterson	X	
Flowers	X		Rodriguez	X	
Gengler	X		Shanley	X	
Kellogg	X		Wormley	X	

Motion unanimously approved.

Roll call: Commissioners Flowers, Gengler, Kellogg, Koukol, Peterson, Rodriguez, Shanley, Wormley, and President DeBolt, aye. Opposed, none. Motion unanimously approved.

- B. **MOTION:** Approval of the Kendall County Forest Preserve District Volunteer Waiver Form. Commissioner Shanley Made a Motion to Approve the Kendall County Forest Preserve District Volunteer Waiver Form. Seconded by Commissioner Flowers.

Motion: Commissioner Shanley
Second: Commissioner Flowers

Roll call: Volunteer Waiver Form

Commissioner	Aye	Opposed	Commissioner	Aye	Opposed
Bachmann			Koukol	X	
DeBolt	X		Peterson	X	
Flowers	X		Rodriguez	X	
Gengler	X		Shanley	X	
Kellogg	X		Wormley	X	

Motion unanimously approved.

Roll call: Commissioners Flowers, Gengler, Kellogg, Koukol, Peterson, Rodriguez, Shanley, Wormley, and President DeBolt, aye. Opposed, none. Motion unanimously approved.

X. Committee Chairman Reports: Commissioners Wormley (Finance) and Koukol (Operations)

Finance Committee Chair Wormley reported that a joint effort with the Operations Committee led to a solution for a truck purchase, because of a change in the ordinance of the sale and bidding of used state equipment and vehicles.

Operations Committee Chair Koukol thanked the Finance Committee for handling the Truck purchase because of the meeting timing of the Operations Committee. Chair Koukol gave the backstory of how the decision was made to purchase a used truck, after efforts were made to look at rental options and the other used trucks in the area.

XI. Public Comments

No public in attendance offered comment.

XII. Executive Session

None

XIII. Other Items of Business

None

XIV. Adjournment

Commissioner Flowers made a motion to adjourn. Seconded by Commissioner Peterson. Aye, all. Opposed, none. Meeting adjourned at 10:31 am.

Respectfully submitted,

Antoinette White
Executive Director, Kendall County Forest Preserve District

022826F Claims Listing

Department	Vendor #	Vendor Name	Invoice #	Invoice Description	GL Account	Description	Invoice Amount
Ellis Barn	1323	MENARDS	40760 41150 41561	Silicone, Tape, faucet	19001161 68580	Grounds and Maintenance	\$46.97
						Sub-Total	\$46.97
					Ellis Barn	Total	\$46.97
Ellis Grounds	590	FOX VALLEY FIRE & SAFETY	IN00836242	Fire Extinguisher Services	19001162 68580	Grounds and Maintenance	\$115.00
						Sub-Total	\$115.00
					Ellis Grounds	Total	\$115.00
Ellis House	4762	WATCH COMMUNICATIONS	1405336022826	Ellis Internet Services	19001160 62270	Utilities	\$113.89
						Sub-Total	\$113.89
Environ. Educ. Laws of Nature	1323	MENARDS	40760 41150 41561	Door knob set, cover, hardware	19001160 68580	Grounds and Maintenance	\$68.38
	1323	MENARDS	40760 41150 41561	Strip lights, hardware	19001160 68580	Grounds and Maintenance	\$93.38
	1323	MENARDS	40760 41150 41561	Credit on Ellis Account to be applied to the above	19001160 68580	Grounds and Maintenance	(\$155.88)
						Sub-Total	\$5.88
					Ellis House	Total	\$119.77
Environ. Educ. Other Pblc Prg	3380	AMAZON CAPITAL SERVICES	1R9G-YX7R-FH1H	Moss	19001180 63030	Program Supplies	\$21.84
						Sub-Total	\$21.84
					Environ. Educ. Laws of	Total	\$21.84
Environ. Educ. Other Pblc Prg	3380	AMAZON CAPITAL SERVICES	13TJ-NJNM-W7GL	Cardstock, Magnets, Pipe Cleaners, Stickers	19001179 63030	Program Supplies	\$68.37
	3380	AMAZON CAPITAL SERVICES	1N1Y-JG17-DQGX	Wooden Craft Hearts	19001179 63030	Program Supplies	\$18.88

Department	Vendor #	Vendor Name	Invoice #	Invoice Description	GL Account	Description	Invoice Amount
Environmental Educ. Natr'l Beg.	3380	AMAZON CAPITAL SERVICES	17M9-3JKF-Q7V7	Paper plates	19001179 63030	Program Supplies	\$8.78
	3380	AMAZON CAPITAL SERVICES	1V6X-C1V4-GXCL	Sap buckets, male spile and hook	19001179 63030	Program Supplies	\$68.85
						Sub-Total	\$164.88
					Environ. Educ. Other	Total	\$164.88
Environmental Educ.	3380	AMAZON CAPITAL SERVICES	1R9G-YX7R-FH1H	Plastic Binding, Glue, Cardstock, Stakes	19001178 63030	Program Supplies	\$58.52
	3380	AMAZON CAPITAL SERVICES	1N1Y-JG17-DQGX	Hand Soap	19001178 63030	Program Supplies	\$10.44
						Sub-Total	\$68.96
					Environmental Educ.	Total	\$68.96
Forest Preserve Director	1304	MARCO TECHNOLOGIES, LLC	575430350F	Copiers 01/28 - 2/28/2026	190011 62000	Office Supplies	\$201.42
	5467	HELLER FORD SALES INC	U26055	2023 F-150 Truck Purchase	190711 62160	Equipment	\$44,554.63
						Sub-Total	\$201.42
						Sub-Total	\$44,554.63
	2047	COMED	0616965000022826	ComEd-Harris Arena	190011 63510	Electric	\$81.13
	2047	COMED	7991865000022826	ComEd-Harris	190011 63510	Electric	\$106.49
	67	AMEREN ILLINOIS	2786444006022826	Millbrook S Electric	190011 63510	Electric	\$48.61
						Sub-Total	\$236.23
	1007	ILLINOIS COUNTIES RISK MANAGEMENT TRUST	R5100066925260122826	Liability Insurance-Installment 5 of 6	190011 68000	Liability Insurance Premiums	\$11,570.00
						Sub-Total	\$11,570.00

Department	Vendor #	Vendor Name	Invoice #	Invoice Description	GL Account	Description	Invoice Amount
Grounds and Natural Resources	5421	OBSIDIAN ASPHALT PAVING INC	8816	FRB-Hoover Trail-Pay App 3	190811 70330	Construction	\$11,767.00
						Sub-Total	\$11,767.00
					Forest Preserve Director	Total	\$68,329.28
	3380	AMAZON CAPITAL SERVICES	1NKH-PWGK-JKLW	Cocktail Tables for Venues	19001183 62160	Equipment	\$339.99
	1060	JOHN DEERE FINANCIAL	11113-41567022826	Diesel Supplement, Washer Fluid, Hitch pin	19001183 62160	Equipment	\$35.66
						Sub-Total	\$375.65
	678	GRAINCO FS, INC.	702013984	Ellis House-Gas	19001183 62180	Gasoline / Fuel /	\$1,077.24
						Sub-Total	\$1,077.24
	1452	NICOR	856626101210228	Nicor-Millbrook S	19001183 63090	Natural Gas	\$24.03
	1452	NICOR	879461100010228	Nicor-Harris	19001183 63090	Natural Gas	\$533.01
					Sub-Total	\$557.04	
1877	SCOTT WALDEN	25217	Harris Shop-Broken key	19001183 63110	Shop Supplies	\$90.00	
					Sub-Total	\$90.00	
3380	AMAZON CAPITAL SERVICES	1RFY-1M1K-96J4	Metal Signage	19001183 68530	Preserve Improvements	\$249.41	
					Sub-Total	\$249.41	
				Grounds and Natural	Total	\$2,349.34	
Hoover	899997	OTP SEC DEP REFUND	591	Moonseed Sec Dep Refund	19001171 63040	Security Deposit	\$100.00
	899997	OTP SEC DEP REFUND	541	Kingfisher Sec Dep Refund	19001171 63040	Security Deposit	\$100.00
	899997	OTP SEC DEP REFUND	520	Meadowhawk Lodge Sec	19001171 63040	Security Deposit	\$200.00
	899997	OTP SEC DEP REFUND	471	Blazing Star Sec Dep Refund	19001171 63040	Security Deposit	\$100.00
	899997	OTP SEC DEP REFUND	580	Moonseed Sec Dep Refund	19001171 63040	Security Deposit	\$100.00
						Sub-Total	\$600.00

Department	Vendor #	Vendor Name	Invoice #	Invoice Description	GL Account	Description	Invoice Amount
	1452	NICOR	308310348940228 26	Nicor-Kingfisher	19001171 63090	Natural Gas	\$374.52
	1452	NICOR	23366982970228 26	Nicor-Rookery	19001171 63090	Natural Gas	\$336.73
	1452	NICOR	509801971280228 26	Nicor-Meadowhawk Lodge	19001171 63090	Natural Gas	\$73.10
	1452	NICOR	228270830270228 26	Nicor-Hoover Shop	19001171 63090	Natural Gas	\$65.79
	1452	NICOR	282352997330228 26	Nicor-Moonseed	19001171 63090	Natural Gas	\$216.72
	1452	NICOR	723893741240228 26	Nicor-Hoover Residence	19001171 63090	Natural Gas	\$163.05
	1452	NICOR	885514011490228 26	Nicor-Hoover Maintenance	19001171 63090	Natural Gas	\$310.58
	1452	NICOR	246142036280228 26	Nicor-Blazing Star	19001171 63090	Natural Gas	\$210.72
						Sub-Total	\$1,751.21
	2047	COMED	047403800002282 6	ComEd-Hoover Multiple	19001171 63100	Electric	\$1,351.14
	2047	COMED	050739700002282 6	ComEd-Hoover Bathhouse	19001171 63100	Electric	\$395.64
	2047	COMED	983783122202282 6	ComEd-Hoover Residence	19001171 63100	Electric	\$279.70
						Sub-Total	\$2,026.48
	1323	MENARDS	40878	Insulation for Blazing Star	19001171 63120	Building	\$63.30
	1323	MENARDS	40813	Pine Sol, Foam Brushes	19001171 63120	Building	\$30.55
						Sub-Total	\$93.85
					Hoover	Total	\$4,471.54
						Grand Total	\$75,687.58

**Kendall County Forest Preserve District
Grounds Coordinator and Resident
Lease Agreement**

THIS AGREEMENT ("Lease Agreement") is made and entered into this 3rd day of March, 2026 by and between the Kendall County Forest Preserve District ("District"), a unit of local government, and Jon Kolka (referred to as "Employee-Tenant"), an individual currently residing at 11285 W. Fox Road, Yorkville, IL 60560 for and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. PURPOSE.

This Lease Agreement provides for the Tenants' possession and use of the Grounds Coordinator and Resident House, the surrounding fenced yard, the storage shed, and the empty water silo, located at Hoover Forest Preserve – 11285 W. Fox Road, Yorkville, Illinois, 60560 (hereinafter referred to as the "Residence"), an image of which is attached as Exhibit A, during the Employee-Tenant's employment as a Grounds Coordinator and Resident by the District. By signing this Lease Agreement, the parties affirm their agreement that Employee-Tenant is required to live at the Residence as a condition of his continued employment by the District as the Grounds Coordinator and Resident; the Residence is located on District property; and the Residence is provided for the convenience of the District by allowing the Employee-Tenant to promptly respond to District needs at Hoover Forest Preserve outside of regular business hours. Also, this Lease Agreement confirms the parties' understanding and agreement that the Employee-Tenants' possession and use of the Residence is part of the Employee-Tenant's total wage and benefits compensation package as Grounds Coordinator and Resident for the District. *Nothing in this Lease Agreement is intended to and/or does create a contract of employment, express or implied. Employee-Tenant's employment with the District is "at-will", which means Employee-Tenant's employment relationship may be terminated at any time, with or without cause.*

2. PROPERTY.

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

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

3. TERM.

3.1 Term. The term of this Lease Agreement commences on March 3, 2026 with both parties' execution of this Lease Agreement, and shall terminate immediately upon (a) the Employee-Tenant's separation of employment from the District, or (b) one (1) year from the Lease Agreement commencement date of March 3, 2026 following both parties' execution of this Lease Agreement, whichever occurs first.

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

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

4. RENT.

4.1 Rent. The rent for the Residence shall be five hundred eighty seven dollars and fifty-four cents (\$587.54) per week. This amount includes the cost of Utilities as discussed in section 12 of this Lease Agreement. The weekly rent payment shall be due and owing on the Saturday immediately following the conclusion of the weekly rental period. For purposes of this Agreement, a week shall be Saturday through Friday. The parties agree that only a single monthly rent payment of five hundred dollars (\$500.00) shall be due and owing from Tenants to the District in any month that Employee-Tenant is employed by the District. The balance of the weekly rent value shall be considered a part of the Employee-Tenant's total compensation package during his or her employment with the District as Grounds Coordinator and Resident. Weekends and holidays do not delay or excuse Tenants' obligation to timely pay rent.

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

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

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

5. SECURITY DEPOSIT.

5.1 Amount. Tenant has deposited with the District the required sum of two-thousand five hundred dollars and no cents (\$2,500.00) as security for any damage caused to the Residence during the term hereof.

5.2 Refund. Upon termination of the Lease Agreement, all funds held by the District as security deposit may be applied to the payment of accrued rent and the amount of damages that the District has suffered by reason of the Tenants' noncompliance with the terms of this Lease Agreement or with any and all federal, State, or local laws, ordinances, rules, regulations, and orders affecting the cleanliness, use, occupancy and preservation of the Residence.

A. Deductions.

District may deduct reasonable charges from the security deposit for:

- (1) Unpaid or accelerated rent;
- (2) Late charges;
- (3) Unpaid utilities;
- (4) Costs of cleaning, deodorizing, and repairing the Residence and its contents for which Tenants are responsible;
- (5) Pet violation charges;
- (6) Replacing unreturned keys, garage door openers, or other security devices;
- (7) The removal of unauthorized locks or fixtures installed by Tenants;
- (8) Insufficient light bulbs;
- (9) Packing, removing, and storing abandoned property;
- (10) Removing abandoned or illegally parked vehicles;
- (11) Attorney fees and costs of court incurred in any proceeding against Tenants;
- (12) Any fee due for early removal of an authorized keybox; or
- (13) Other amounts Tenants are responsible to pay under this Lease Agreement.

B. If deductions exceed the security deposit, Tenants will pay to District the excess within ten (10) calendar days after District makes written demand. The security deposit will be applied first to any non-rent items, including late charges, returned check charges, repairs, and brokerage fees, then to any unpaid rent.

6. USE OF RESIDENCE.

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

7. CONDITION OF RESIDENCE.

7.1 Original Condition. Tenants stipulate, represent, and warrant that Tenants have examined the Residence, and it is, at the time of execution of this Lease Agreement, in good order, in good repair, and in a safe, clean and habitable condition.

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

8. DEFAULTS & REMEDIES,

8.1 Tenants' Default. Tenants shall be in default in the event of any of the following: (a) if Tenants fails to perform any obligation to be performed by Tenants hereunder and such failure shall continue for thirty (30) calendar days after written notice by District; provided, however, if the nature of such default is such that the same cannot reasonably be cured within a thirty (30) calendar day period, then Tenants shall not be deemed to be in default if it shall commence such cure within such thirty (30) calendar day period, and, thereafter, rectify and cure such default with due diligence; or (b) if Tenants abandon or vacate the Residence or ceases to use the Residence for the stated purpose as set forth in this Lease Agreement.

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

9. ASSIGNMENT AND SUB-LETTING.

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

10. ALTERATIONS AND IMPROVEMENTS.

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

11. HAZARDOUS MATERIALS.

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

12. UTILITIES.

12.1 Costs. District shall be responsible for arranging and paying for the following utility services: internet, electricity, gas, and telephone (“Utilities”). Tenants are responsible for all other desired services.

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

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

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

13. MAINTENANCE, REPAIR, AND RULES.

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

- A. Not obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only;
- B. Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;
- C. Maintain the grounds and lawn area of the Residence, including regularly mowing the lawn.
- D. Not obstruct or cover the windows or doors;
- E. Not leave windows or doors in an open position during any inclement weather;
- F. Not hang any laundry, clothing, sheets, etc., from any window, rail, porch or balcony nor air or dry any of same within any yard area or space;
- G. Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of District;

- H. Keep all air conditioning filters clean and free from dirt;
- I. Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. Tenants shall not allow any sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Tenants;
- J. Ensure Tenants' family and guests at all times maintain order in the Residence and at all places on the Residence, and shall not make or permit any loud or improper noises, or otherwise disturb other visitors and District users;
- K. Keep all radios, television sets, stereos, etc., turned down to a level of sound that does not annoy or interfere with other District users;
- L. Deposit all trash, garbage, rubbish or refuse in the locations provided at the Residence and not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of the Residence;
- M. Abide by and be bound by any and all rules and regulations affecting the Residence or Tenants which may be adopted or promulgated by the District's Board of Commissioners.

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

14. DAMAGE TO RESIDENCE.

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

15. ACCESS BY DISTRICT.

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

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

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

16. RENTERS' INSURANCE

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

17. SUBORDINATION OF LEASE AGREEMENT.

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

18. ANIMALS.

THERE WILL BE NO ANIMALS PERMITTED AT THE RESIDENCE. Tenants shall not permit any animal, domesticated or maintained as pets, including mammals, reptiles, birds, fish, rodents, or insects on the property, even temporarily, except as otherwise agreed to by a separate written Pet Addendum to the Lease Agreement which is attached as exhibit B, and incorporated as if fully set forth herein. If Tenants violate the pet restrictions of this Lease Agreement, Tenants will pay to District a fee of \$10.00 per calendar day, per animal for each calendar day Tenants violate the animal restrictions. District may remove or cause to be removed any unauthorized animal and deliver it to appropriate local authorities by providing at least 24-hour written notice to Tenants of District's intention to remove the unauthorized animal. District will not be liable for any harm, injury, death, or sickness to any unauthorized animal or any person as a result of the unauthorized animal. Tenants agree to indemnify and hold harmless District, its officers, directors, employee, and agents, including its past, present and future commissioners, elected officials and agents, for any harm, injury, death, or sickness to any unauthorized animal or any person as a result of the unauthorized animal. Tenants are responsible and liable for any damage or required cleaning to the Residence caused by any unauthorized animal and for all costs District may incur in removing or causing any unauthorized animal to be removed.

19. WATERBEDS.

THERE WILL BE NO WATERBEDS, unless authorized by a separate written Waterbed Addendum to this Lease Agreement.

20. QUIET ENJOYMENT.

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

21. INDEMNIFICATION.

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

22. 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.

23. EXPENSES AND COSTS.

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

24. RECORDING OF LEASE AGREEMENT.

Tenants shall not record this Lease Agreement on the Public Records of any public office. In the event that Tenants shall record this Lease Agreement, this Lease Agreement shall, at District's option, terminate immediately and District shall be entitled to all rights and remedies that it has at law or in equity.

25. GOVERNING LAW.

This Lease Agreement shall be governed, construed, and interpreted by, through and under the Laws of the State of Illinois. The parties agree that the venue for any legal proceedings between them shall be the Circuit Court of Kendall County, Illinois, Twenty-Third Judicial Circuit, State of Illinois.

26. SEVERABILITY.

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

27. BINDING EFFECT.

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

28. DESCRIPTIVE HEADINGS.

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

29. NON-WAIVER.

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

30. MODIFICATION.

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

31. NOTICE.

Any notice required or permitted to be given pursuant to this Lease Agreement shall be duly given if sent by fax, certified mail, or courier service and received. In the case of District, notice shall be given to David Guritz, Executive Advisor of the Kendall County Forest Preserve, 110 West Madison Street, Yorkville, Illinois, 60560, fax (630) 553-4023, with copy sent to: Kendall County State's Attorney, 807 John Street, Yorkville, Illinois, 60560, fax (630) 553-4204. And, in the case of Tenants, notice shall be given to Jon Kolka at the Residence.

32. APPROVAL.

This Lease Agreement is contingent on, and subject to approval by a majority of the Kendall County Forest Preserve District Board of Commissioners.

As to District this 3rd day of March, 2026.

DISTRICT:

Sign: _____
Brian DeBolt, President

Print: _____ Date: _____

Attest: _____
Antoinette White, Executive Director

As to Tenant, this 3rd day of March, 2026.

TENANT:

Sign: _____
Jon Kolka, Grounds Coordinator and Resident

Print: _____ Date: _____

Attest: _____

EXHIBIT B
Pet Addendum to Kendall County Forest Preserve District
Residence at Hoover Forest Preserve
Employee-Tenant Lease Agreement

THIS Pet Addendum ("Addendum") is incorporated as if fully set forth in the Kendall County Forest Preserve District – Hoover Forest Preserve Residence Lease Agreement ("Lease Agreement") made and entered into on the 3rd day of March, 2026, by and between the Kendall County Forest Preserve District ("District"), a unit of local government, and Jon Kolka ("Employee-Tenant"), an individual currently residing at 11285 W. Fox Road, Yorkville, IL 60560. For and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. INCORPORATION.

The Lease Agreement, and all of its terms are incorporated as if fully set forth herein. In the event of a conflict between the terms of this Pet Addendum and the Lease Agreement, the terms of the Lease Agreement shall prevail.

2. PURPOSE.

The purpose of this Addendum is to permit Tenants to keep three domestic house cats ("Pets"), currently owned by Tenants, at the Residence, as defined in the Lease Agreement. The scope of this permission is limited to the animals identified in this Addendum. This Addendum does not permit Tenants to allow any other pets or domesticated animals at the Residence.

3. PETS.

The pets that are the subject of this Addendum are described as follows:

Name: Boomer	Name: Tyfin	Name: Dalton
Breed: Labrador retriever	Breed: Ragdoll cat	Breed: Labrador
Color: Black	Color: Mink coloring	Color: Black
Weight: 85 lbs	Weight: 12 lbs	Weight: 65 lbs
Age: 10 years old	Age: 3 year old	Age: 10 Months

4. ADDITIONAL RENT.

Rent Value. The Tenants shall pay an additional rent payment in the amount of fifty dollars and no cents (\$50.00) per month in consideration for being permitted to keep the Pets at the Residence. This additional rent payment is to be paid on the 1st of every month. Pursuant to the Lease Agreement, a week will be Saturday through Friday. The additional pet rent is subject to the rent terms identified in subsections 4.1, 4.2, 4.3, and 4.4 the Lease Agreement.

5. PET SECURITY DEPOSIT.

Tenants must also post an additional Pet Security Deposit in the amount of zero dollars and no cents (\$0.00). The Pet Security Deposit, intended to cover the costs of all cleaning and repairs required as a result of the Pets, is waived by the District. The Pet Security Deposit is subject to all of the terms of the Security Deposit identified in section five (5) of the Lease Agreement and is due upon execution of the Lease Agreement.

5. RULES AND MAINTENANCE.

Tenants agree to the following requirements:

- A. Tenants will keep their Pets under control at all times.
- B. Tenants will keep their Pets restrained, but not tethered, when they are outside of the Residence.
- C. Tenant will adhere to all federal, State, and local statutes, rules, regulations, orders, and ordinances pertaining to pet care and maintenance, including leash and licensing requirements.
- D. Tenants will not leave their Pets unattended for an unreasonable period of time.
- E. Tenants will promptly clean up after their Pets and dispose of their Pets' waste properly.
- F. Tenants will keep their Pets from being unnecessarily noisy or aggressive and causing any annoyance or discomfort to others and will promptly remedy any complaint once notified of the complaint by District.
- G. Tenants will provide their Pets with regular health care, including required inoculations.
- H. Tenants will provide the Pets with identification tags.
- I. Tenants will remove any offspring produced by the Pets within eight (8) weeks of birth, unless otherwise agreed to in writing by the District.

6. INDEMNIFICATION.

In addition to the indemnification provision in section twenty-one (21) of the Lease Agreement, District, its officers, directors, employee, and agents, including its past, present and future commissioners, elected officials and agents, shall not be liable for any damage or injury to any person or property caused by or relating to the Pets. Tenants hereby agree to indemnify, defend and hold harmless District, its officers, directors, employee, and agents, including its past, present and future commissioners, elected officials and agents, from any and all claims or assertions of every kind and nature caused by or relating to the Pets. Any attorney representing the District, under this paragraph, shall be approved by the Kendall County State's Attorney, and shall be appointed a Special Assistant State's Attorney. The District's participation in its defense shall not remove District's duty to indemnify, defend, and hold the District harmless.

7. REVOCATION.

District retains the right to revoke the permission granted in this Addendum by providing thirty (30) calendar days written notice to Tenants.

8. DEFAULT.

Failure to comply with the terms of this Addendum shall be considered a default of the Lease Agreement subject to the remedies identified in section eight (8) of the Lease Agreement.

As to District this 3rd day of March, 2026.

DISTRICT:

Sign: _____

Print: _____ Date: _____
Brian DeBolt, President

Attest: _____
Antoinette White, Executive Director

As to Tenants, this 3rd day of March, 2026.

TENANTS:

Sign: _____

Print: _____ Date: _____
Jon Kolka

Sign: _____
Attest

Print: _____ Date: _____

Kendall County Forest Preserve District
Designated Horse Trail License Agreement
Millbrook Trail Rides LLC

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 Millbrook Trail Rides, LLC (hereinafter the “Licensee”), a licensed for profit business in the State of Illinois.

RECITALS

1. The District owns the Millbrook North Forest Preserve in Millbrook, Illinois.
2. Millbrook North Forest Preserve contains an unimproved turf trail corridor (“License Area”).
3. Licensee desires to use, and provide assistance maintaining, the License Area and Trail Corridor as specified in **Exhibit A** to conduct guided horse trail rides (the “Programs”) for the Millbrook Trail Rides, LLC paying clients. (Exhibit A is attached and incorporated into this Agreement by reference).

AGREEMENT

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

1. Incorporation

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

2. Grant of License - License Period

Subject to the terms and conditions contained in this Agreement, the District grants to Licensee a license (the “License”) for the following periods:

2026: Beginning May 1, 2026 and ending on September 30, 2026

2027: Beginning May 1, 2027 and ending on September 30, 2027

During these periods, Licensee may access the License Area to conduct the Programs on the dates and during the hours specified within the attached **Exhibit B**. 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 ten (**10**) special use permit tags representing the total number of horses owned or leased and used by Licensee, Licensee’s employees and/or agents, and the Licensee’s trail riders, customers and/or clients for the Licensed Use of the License Area. Licensee’s employees, agents and clients also shall have a non-exclusive right to use of the Licensed Area. Special Use Permit tags will be carried by the trail riding guide at all times while within the Millbrook North Forest Preserve License Area.

3. Supplementary Scheduling

Requests by Licensee for use of the License Area to conduct Programs on dates and/or times other than those specified on Exhibit B, and negotiated schedules thereafter, shall be made in writing at least fourteen (14) days in advance, and shall be subject to District policies and scheduling priorities. Each such supplementary use approved shall be subject to the terms and conditions of this Agreement.

The District reserves the right, and intends to communicate trail access restrictions, including closing sections of the designated trail corridor to address safety hazards, support farm license or trail corridor management activities, or to address other preserve maintenance needs. The District shall work to provide as much advance notification as possible to the Licensee for any required closures to avoid scheduled use conflicts.

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 License Area may be terminated by the District's Board of Commissioners in accordance with the terms set forth in this Agreement.

5. Payment Provisions

Licensee shall provide a lump sum payment prior to the start of each annual license period to the District in the sum of two thousand five hundred dollars (\$2,500.00) representing payment in full for each License period for use of the License Area in accordance with the Exhibit B schedule. Future license fees will be determined in subsequent license agreements.

6. Trail Maintenance

Licensee, through its contractors, employees, principals, agents and/or volunteers may, at its own expense, perform routine maintenance within the Licensed Area and defined trail corridor only. Licensee may use both hand and gas/battery powered tools, chain saws, and all-terrain vehicles for access within the designated trail corridor to support trail maintenance activities during the license period. Licensee shall not make any structural improvements and/or changes, except those related to routine maintenance as stated 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 any Licensed Use.

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

Licensee is restricted from applying herbicides or other chemicals within the forest preserve. Any necessary use of chemicals for management of natural areas shall be applied by the District at the District's expense.

Licensee shall include the following provisions in any written agreements 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 Millbrook Trail Rides, LLC failure to demand such certificate of insurance shall not act as a waiver of Contractor's obligation to maintain the insurance required under this Agreement. The insurance required under this Agreement does not represent that coverage and limits will necessarily be adequate to protect Contractor, nor be deemed as a limitation on Contractor's liability to the KCFPD in this Agreement.

Contractor will also obtain Insurance against damage or destruction to the District's property and all Property, whether or not owned by the District; that is located at the site of the work, providing "all risk" peril coverage, in the amount of 100% of replacement

costs (collectively "All Risk Insurance"). Such insurance shall have an agreed amount endorsement if available.

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

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

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

The District shall have the exclusive right to designate the route, if allowed, 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 at the District's sole discretion, may require any of Licensee's Maintenance Contractors, other contractors and/or subcontractors to be removed and enjoined from performing any further work on District property.

The District shall have no liability or responsibility for the protection, safety or condition of the Licensed Area, the Licensee's or Licensee's contractor's agents, equipment, employees, horses or trail riders/users, and the Licensee hereby waives any 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 turf impacts shall be the responsibility of the Licensee to promptly address 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 Licensee hereby agrees to waive any claim against the District for any such claims and to indemnify the District against any and all such claims against the District in regard to same.

The Licensee shall provide a copy of, and name the District (as "Kendall County Forest Preserve District, Kendall County, Illinois") as releasee and protected District within, the Waiver of Liability signed by all Licensee clients, customers or users as provided and set forth in **Exhibit C**.

7. Indemnification and Required Insurance Coverages

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 Period.

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.

Licensee is responsible for producing a Certificate of Insurance listing the District as a Certificate Holder as follows: Kendall County Forest Preserve District – Millbrook North Forest Preserve 110 W. Madison Street Yorkville, Illinois 60560

All coverage shall be placed with insurers authorized to conduct business in Illinois with a current A.M. Best's rating of no less than A:VII. Each insurance policy shall not be cancelled or changed without thirty (30) calendar days prior written notice, given by the insurance carrier to the Forest Preserve at the address set forth herein.

Minimum Scope and Limit of Insurance.

All coverage shall be at least as broad as the following:

Coverage shall be at least as broad as Insurance Services Form CG 00 01 covering CGL on an "occurrence" basis, (including property damage at \$100,000 per occurrence), bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence, \$2,000,000 aggregate with a claimant limit per claim and for each wrongful act of no less than \$10,000.00. Coverage shall also include \$25,000.00 for equine professional liability.

If the Licensee maintains broader coverage and/or higher limits than the minimums shown above, the Forest Preserve requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Licensee. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Forest Preserve.

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of the licensing of the facility, work or operations performed by or on behalf of the Licensee including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Licensee's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this contract, the Licensee's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Licensee's insurance and shall not contribute with it.

Waiver of Subrogation

Licensee hereby grants to District a waiver of any right to subrogation which any insurer of said Licensee may acquire against the District by virtue of the payment of any loss under such insurance. Licensee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District.

Verification of Coverage:

Licensee shall furnish Forest Preserve with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the Kendall County Forest Preserve District before commencement of activities. However, failure to obtain the required documents prior to the work beginning shall not waive the Licensee's obligation to provide them. Forest Preserve reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

8. Provision and Maintenance of Equipment

Licensee and Licensee's Maintenance Contractors 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 equipment.

9. Licensee's Rights and Obligations

In all Licensed Use, Licensee shall adhere to all applicable County and District ordinances, rules, regulations, policies, and procedures. Licensee and all of Licensee's employees, contractors, volunteers, members, agents, principals, and participants shall follow the District's General Use Ordinance whenever on District Property. (General Use Ordinance is available here: www.kendallcountyil.gov/home/showpublisheddocument/977/638059323693670000.) Violation of the District's General Use Ordinance shall result in the immediate suspension of this License Agreement and any active License pending review of the violation and determination of penalty by the District's Board of Commissioners.

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 and officials and any other persons reasonably anticipated to be present during, or involved in, the Licensed Use, from known safety hazards. Licensee shall promptly advise the District of any known safety hazards prior to using, or allowing its participants to use, the subject License Area.

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

10. Term, Termination and Modification

The District reserves the right to alter the terms and conditions of the License, or to terminate the License, after providing fourteen (14) days advance written notice if the District is cancelling the license due to no cause of Licensee.

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

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 September 29, 2024. Use of designated trail by the Licensee after this date will be considered a violation of the District's General Use Ordinance.

11. No Third Party Beneficiary / Joint Venture

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

12. Liens

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

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

13. General Provisions

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

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

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

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

It is understood and agreed to by the parties that all contracts entered into by a government body, such as Kendall County, are open to public review and as such will be on file with the County Clerk's office and may be discussed in open session pursuant to the Illinois Open Meetings Act (5 ILCS 120/1 *et seq.*) and/or may be released pursuant to the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*).

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: Millbrook Trail Rides, LLC 8078 Whitfield Road, Millbrook, IL 60536. 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., the Illinois Public Works Employment Discrimination Act, 775 ILCS 10/0.01 *et seq.*, as amended, and all applicable rules and regulations. Licensee, its officers, employees, subcontractors, and agents shall maintain a written sexual harassment policy that complies with the requirements of 775 ILCS 5/2-105 and shall comply with all fair employment practices and equal employment opportunity/affirmative action requirements set forth in applicable state and federal laws and regulations.

Licensee certifies that Licensee, its parent companies, subsidiaries, and affiliates are not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or as a result of a violation of 820 ILCS 130/1 *et seq.* (the Illinois Prevailing Wage Act). Licensee further certifies by signing the Agreement documents that Licensee, its parent companies, subsidiaries, and affiliates have not been convicted of, or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 *et seq.*; and has not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that Officer's or employee's official capacity. Nor has Licensee made an admission of guilt of such conduct that is a matter of record, nor has any official, officer, agent, or employee of the company been so convicted nor made such an admission.

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

In any action with respect to this Agreement, the parties are free to pursue any legal remedies at law or in equity. If 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, Kendall County is required to use the services of an attorney, then Kendall County shall be entitled to reasonable attorneys' fees, court costs, expenses and expert witness fees incurred by Kendall County pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.

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: _____
Brian DeBolt, President
Kendall County Forest Preserve District

By: _____ Date: _____
Edward Sleezer, Owner
Millbrook Trail Rides

Kendall County Internship Job Description

TITLE: Intern
DEPARTMENT: Forest Preserve District
SUPERVISED BY: Executive Director
FULL TIME/PART TIME: Part Time (Hours vary)
FLSA STATUS: Non-Exempt
UNION STATUS: Non-Union
APPROVED/REVISED: TBD

I. Position Summary:

This internship provides support to the Kendall County Forest Preserve District ("District"). During the internship, the intern will gain hands on experience by assisting as directed with programs or special projects. Responsibilities include collaborating with District departments to create engaging social media content. The Intern will also assist in planning, outreach, and coordination efforts related to the District's and Kendall County's celebrations, contributing to meaningful community engagement and public awareness initiatives. This internship may be paid or unpaid and is eligible for school credit.

II. Essential Duties and Responsibilities:

The essential duties for this internship include, but are not limited to the following:

- A. Provides support to the Kendall County Forest Preserve District and gains hands on experience by helping modernize and enhance its communication and archival systems.
- B. Converts existing District Publisher documents into updated formats, scanning and organizing materials into a comprehensive digital archive.
- C. Collaborates with District departments to develop engaging social media posts, photos and short videos highlighting Forest Preserve programs, activities and initiatives, ensuring content aligns with educational goals and community engagement.
- D. Helps organize and prepare materials for environmental education summer camps.
- E. Supports staff during camp sessions by engaging with participants and ensuring activities run smoothly.
- F. Assists with setting up and cleaning up camp areas before and after programs.
- G. Assists in planning, outreach, and coordination efforts related to the District's and Kendall County's 250-year celebration.
- H. Assists with filing documents, pulling documents from storage, and putting files away in storage.
- I. Complies with record retention and destruction procedures in compliance with the Illinois Local Records Act.

Kendall County Internship Job Description

- J. Assists with the preparation and revision of correspondence, reports, newsletters, flyers, brochures, and any other documentation, as needed, to perform assigned internship responsibilities.
- K. Attends and participates in various District events and meetings both during and after regular business hours.
- L. Handles confidential matters daily relating to all functions of the District and maintains confidentiality of such information.
- M. Maintains positive and professional working relationships with the District's elected officials, department heads, employees, other government agencies, vendors, and the public.
- N. Complies with all applicable laws, regulations, and District policies and procedures regarding or relating to assigned job duties.
- O. Maintains regular attendance and punctuality.
- P. Performs other duties as assigned.

III. Qualifications:

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

- A. Language Skills:**
 - 1. Ability to research, read, and interpret documents and simple instructions.
 - 2. Ability to prepare documents, reports, marketing materials, and correspondence.
 - 3. Requires proficient knowledge of the English language, spelling and grammar, and the ability to alphabetize.
- B. Mathematical Skills:**
 - 1. Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals.
 - 2. Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.
 - 3. Ability to assist with preparation and analysis of statistical data/reports.
- C. Reasoning Ability:**
 - 1. Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form.
 - 2. Ability to deal with problems involving several concrete variables in standardized situations.
- D. Certificates, Licenses, and Registrations:**
 - 1. Current and valid driver's license.

Kendall County Internship Job Description

E. Other Skills, Knowledge, and Abilities:

1. Strong organization and multi-tasking skills.
2. Excellent prioritization skills and the ability to meet deadlines.
3. The ability to display a positive, cooperative, professional and team orientated attitude.
4. The ability to listen, understand information and ideas, and work effectively with District personnel, department heads, and elected officials.
5. The ability to follow guidance and work independently until project completion.
6. Must be proficient in the use of computers and Microsoft platforms including, but not limited to, Microsoft Outlook, Excel, Word, Publisher, Teams, and PowerPoint.
7. Demonstrated experience with social media, Canva, and Adobe Pro is essential.
8. Working knowledge of office practices, principles of modern record keeping, and maintaining filing systems.
9. Must be able to operate a facsimile machine, copier, and scanner.
10. Must be able to transport themselves from one work site to another, as needed.

F. Education and Experience:

1. At least 16 years of age or older;
2. Either currently enrolled or recently graduated (i.e., within the three (3) months prior to submission of an internship application) from one of the following: high school, or an associate degree program, undergraduate degree program, or graduate school program at an accredited college or university; and
3. Preferred areas of study including Marketing, Communications, Business, Environmental Education, Forestry, Natural Resources, Environmental Science, Park Management, and/or Public Administration.

IV. Physical Demands:

While performing the duties of this internship, the intern must be able to:

- A. Frequently sit for long periods of time at a desk, in meetings, and/or a vehicle.
- B. Frequently standing and/or walking for long periods of time.
- C. Occasionally lift and/or move up to 50 pounds.
- D. Frequently lift and/or move up to 30 pounds.
- E. Use hands to finger, handle, feel, grip, and type.
- F. Bending, climbing, and/or balancing.
- G. Stoop, kneel, crouch, and/or crawl.
- H. Reach, push, and pull with hands and arms.
- I. Walk on uneven, outdoor surfaces.
- J. Talk and hear in person and via telephone.
- K. Specific vision abilities include close and distance vision, as well as depth perception.
- L. Travel independently to other District locations to perform assigned internship responsibilities.

Kendall County Internship Job Description

V. **Work Environment:**

The work environment characteristics described here are representative of those an intern encounters while performing the essential functions of this position. While performing the duties of this job, the intern is subject to the following working conditions:

- A. Inside and outside conditions, which may include inclement weather.
- B. The noise level in the work environment varies from moderate to noisy.
- C. The intern may be exposed to varying temperatures and weather patterns depending on the season.
- D. The intern will be required to work with minor children.
- E. The intern may be required to provide their own transportation to travel from the internship site location and other District properties.
- F. The internship will be completed during normal business hours, but attendance at meetings or events outside of normal business hours may be required with advance notice.

By signing my name below, I hereby affirm that I received a copy of this internship job description.

Intern Receipt Acknowledgement & Signature

Date

Signature of Supervisor

Date

cc: personnel file, intern