1996 S. Kirk Rd. Suite 320
Geneva, IL 60134

Kane County

Forest Preserve District, Planning and Utilization Committee

Agenda

President Bill Lenert, Chair Cherryl Strathmann, Vice-Chair Deborah Allan, Jennifer Abbatacola, Alex Arroyo, Mavis Bates, Chris Kious, Myrna Molina, Ted Penesis

Thursday, May 28, 2026 **9:30 AM** **3rd Floor Board Room**

I. Call To Order
Remote Attendance Approval

II. Approval of Minutes of April 30, 2026

III. Public Comment (Each Speaker is limited to three minutes)

IV. Bids and Proposals

TMP-26-690 Resolution Approving a Bid for the Resurfacing of Riverbend Parking Lot Within the Jon J. Duerr Forest Preserve, South Elgin, IL

TMP-26-688 Resolution Approving a Bid for the RTP Grant Trail Restoration Project at Fitchie Creek Forest Preserve, Elgin, IL

V. New or Unfinished Business

TMP-26-668 Resolution Authorizing an Extension to the Historical Structures Operating and Caretaking Agreement with the Preservation Partners of Fox Valley Through June 30, 2027

VI. Closed Session to Discuss Land Acquisition, License Agreements, Potential Litigation and Personnel

VII. Communications

VIII. Chairman's Comments

IX. Adjournment
Adjournment until: Thursday, June 25, 2026 at 9:30 a.m. in person at the Forest Preserve District Administration Offices 1996 S. Kirk Road, Suite 320 Geneva, Illinois and via zoom
https://zoom.us/j/6302325980? pwd=aURTSGJoRlVJNDRCcHJXd3dvaVVrUT09
Meeting ID: 630 232 5980 Password: 24680 The Request to Speak Form on the Districts' website must still be completed for guests to speak at the meeting.

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

FP RESOLUTION NO. TMP-26-690

RESOLUTION APPROVING A BID FOR THE RESURFACING OF RIVERBEND PARKING LOT WITHIN THE JON J. DUERR FOREST PRESERVE, SOUTH ELGIN, IL

WHEREAS, it is deemed necessary and desirable for the Forest Preserve Commission to authorize bids for the resurfacing of the Riverbend Parking Lot, part of Jon J. Duerr Forest Preserve in South Elgin; and

WHEREAS, the project includes resurfacing of existing asphalt parking lot and paving connection to the Riverbend Trail that is necessary due to degradation of the existing paving; and

WHEREAS, the qualified, lowest bid for the Base Bid and Option 1 for project received from Arthur J. Lootens & Sons, Inc. totaling $35,136.40. Additionally, the District is budgeting a 5% contingency of $1,756.82 for unanticipated additional costs that may arise during construction, for a total project amount $36,893.22.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Forest Preserve District of Kane County, Kane County, Illinois, that the bid received from Arthur J. Lootens & Sons, Inc. of West Chicago, Illinois for the Riverbend Parking Lot Resurfacing Project in the amount of $35,136.40, plus $1,756.82 contingency, for a total contract amount not to exceed $36,893.22 be, and hereby is, accepted and approved.

APPROVED AND PASSED on this 9th day of June, 2026.

_____	_____
Bill Lenert	Mohammad Iqbal
President, Kane Forest Preserve	Secretary, Kane Forest Preserve
Kane County, Illinois	Kane County, Illinois

AGENDA MEMORANDUM

DATE: May 28, 2026

TO: Forest Preserve District Planning & Utilization Committee

FROM: Jeremy Jensen, Director of Operations
Benjamin Haberthur, Executive Director

SUBJECT: Presentation and Approval of a Bid for Resurfacing of the Riverbend Parking Lot, South Elgin, IL

PURPOSE:

The purpose of this memorandum is to provide the Committee with information to consider the approval the bid to resurface approximately 650 cubic yards of asphalt at the Riverbend parking lot, located within Jon Duerr Forest Preserve in South Elgin, IL.

BACKGROUND:

The Riverbend parking lot is a satellite parking lot to the Jon Duerr Forest Preserve, located south of the main preserve entrance directly off of Illinois Route 31. It provides the public with direct access to the Riverbend Trail, which connects the Fox River Trail to the municipal bike trail along Randall Rd. In addition to quick access of the trail, a unique waterfall structure is a short walk from the parking lot. This parking lot was originally a gravel lot prior to 2008, but was prioritized within the capital budget to be paved due to the growing patron use. Since that time the pavement is in need of repair due to its age and normal wear and tear. This project was advertised using the District's online bidding platform with four responding bidders. The qualified lowest bid was Arthur J. Lootens & Sons, Inc. of West Chicago, IL with a cost of $35,136.40 for the Base Bid and Option 1. Additionally, staff is requesting a 5% contingency to cover any unforeseen costs during construction, for a project total not to exceed $36,893.22.

FINANCIAL IMPACT:

Funding for this project was approved in the Fiscal Year 2026 budget under account 03-21-24-7050, Operations Land Area Development, project # 11013 totaling $38,000.00. Sufficient funds of $38,000.00 are available to cover the Base Bid and 5% contingency for a total cost of $36,893.22.

RECOMMENDATION:

Staff is recommending to the Committee the approval for the Base Bid and Option 1 for the resurfacing of the Riverbend parking lot with Arthur J. Lootens & Sons, Inc. of West Chicago, Illinois for a total project cost not to exceed $36,893.22.

ATTACHMENTS:

Bid Abstract
County Locator/Project Maps

ABSTRACT OF BIDS

Riverbend Parking Lot Resurfacing

PROJECT NUMBER: SB-FP-15-2526

Bidder's Name		Arthur J. Lootens & Son, Inc.	Obsidian Asphalt Paving, Inc.	Schroeder Asphalt Services, Inc.	Advantage Paving Solutions
City, State		West Chicago, IL	West Chicago, IL	Huntley, IL	Frankfort, IL
Jon J. Duerr Forest Preserve					
	Base Bid	$27,935.60	$36,000.00	$42,100.00	$61,360.00
	Option 1:	$7,200.80	$2,500.00	$1,000.00	$4,500.00
	*Option 2:	~~$4,000.10~~	~~$2,500.00~~	~~$5,000.00~~	~~$2,250.00~~
Lowest Bid Total: $35,136.40	Total Bid:	$35,136.40	$38,500.00	$43,100.00	$65,860.00

*Project will not proceed due to budget constraints

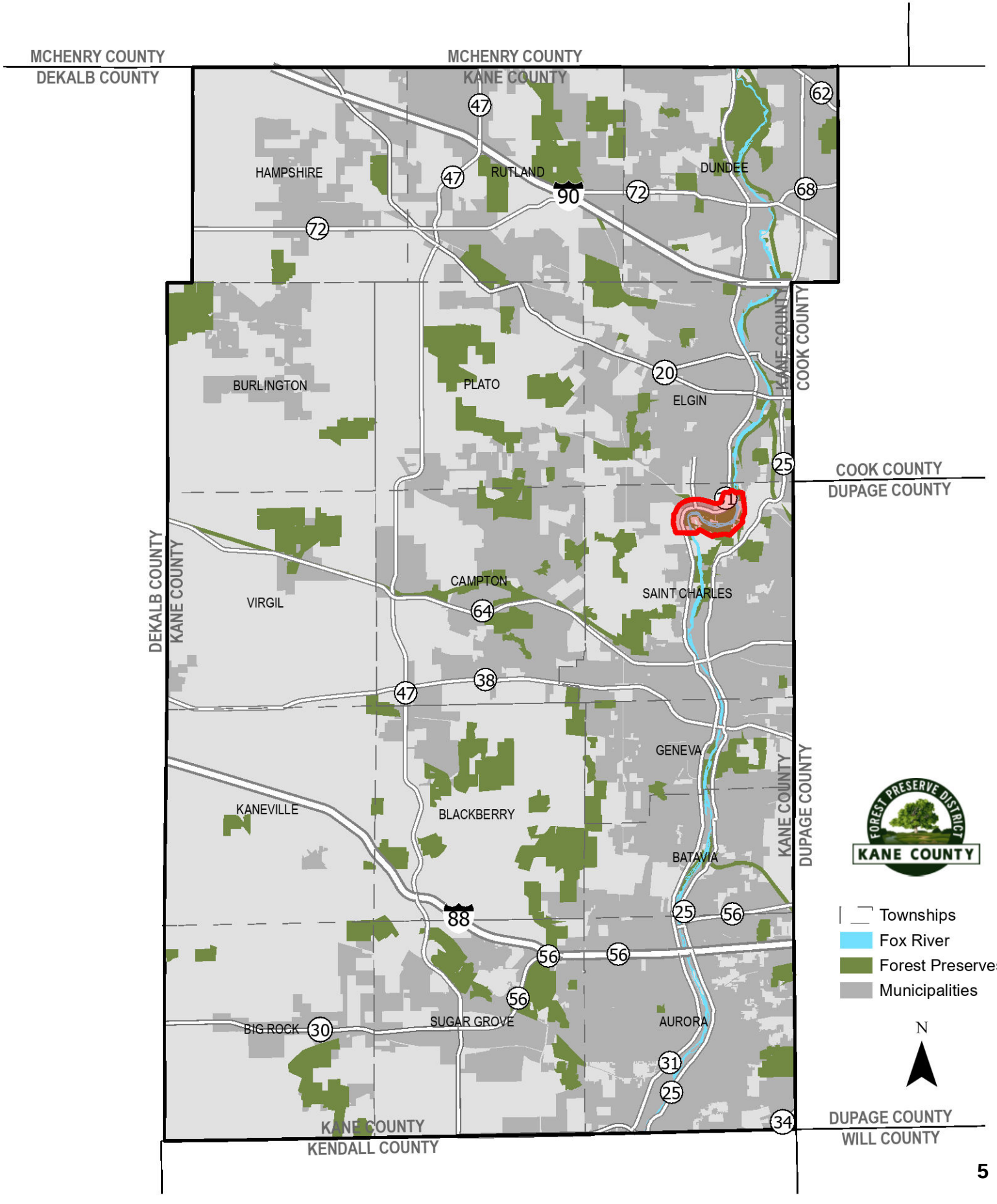
I have certified that I have opened, read and recorded all bids received in response to the invitation

David Petschke, Chief Financial and Administrative Officer

Jon J. Duerr F.P.

County Location Map

South Elgin, IL



Riverbend Parking Lot

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

FP RESOLUTION NO. TMP-26-688

RESOLUTION APPROVING A BID FOR THE RTP GRANT TRAIL RESTORATION PROJECT AT FITCHIE CREEK FOREST PRESERVE, ELGIN, IL

WHEREAS, it is deemed necessary and desirable for the Commissioners of the Forest Preserve District of Kane County, Kane County, Illinois, to authorize bids for trail renovations at Fitchie Creek Forest Preserve in Elgin; and

WHEREAS, The District received a Recreational Trails Program (RTP) grant from the Illinois Department of Natural Resources (IDNR) for the Fitchie Creek Forest Preserve Trail Restoration Project; and

WHEREAS, the project includes drainage improvement and the restoration of 2,700 linear feet of existing limestone trails; and

WHEREAS, the qualified, lowest bid was received from Schroeder Asphalt Services, Inc. totaling $123,308.75. Additionally, the District is budgeting a 10% contingency of $12,330.88 for unanticipated additional costs that may arise during construction, for a total project amount of $135,639.63.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Forest Preserve District of Kane County, Kane County, Illinois, that the qualified, lowest bid received from Schroeder Asphalt Services, Inc. at a total contract amount of $123,308.75 plus a 10% contingency of $12,330.88, for a total project cost of $135,639.63 be, and hereby is, accepted and approved.

APPROVED AND PASSED on this 9th day of June, 2026.

_____	_____
Bill Lenert	Mohammad Iqbal
President, Kane Forest Preserve	Secretary, Kane Forest Preserve
Kane County, Illinois	Kane County, Illinois

AGENDA MEMORANDUM

DATE: May 28th, 2026

TO: Forest Preserve District Planning & Utilization Committee

FROM: Zach Tegge, Landscape Architect
Benjamin Haberthur, Executive Director

SUBJECT: Presentation and Approval of a Bid for the RTP Trail Restoration Project at Fitchie Creek Forest Preserve.

PURPOSE:

The purpose of this memorandum is to provide the Committee with information to consider the approval of a bid for construction with Schroeder Asphalt Services, Inc., for Fitchie Creek Forest Preserve RTP trail restoration project.

BACKGROUND:

In 2025, the District received a Recreational Trails Program (RTP) grant from the Illinois Department of Natural Resources (IDNR) for trail improvements at Fitchie Creek Forest Preserve. The project includes drainage improvements and the restoration of 2,700 linear feet of existing limestone trail that currently experience perennial flooding and erosion. The RTP grant will reimburse the District 80% of the construction costs up to a total of $200,000.00, upon completion of the project.

The District conducted a formal bid process for the project. Bids were publicly advertised, with 5 bidders responding. The responsible, lowest bidder was Schroeder Asphalt Services, Inc. with a base bid of $123,308.75. Additionally, a 10% contingency of $12,330.25 shall be set aside to cover any unanticipated additional costs, that may arise during construction for a total project amount of $135,639.00.

FINANCIAL IMPACT:

Funds totaling $300,000.00 were allocated in Fiscal Year 2026/27 in the Land Area Development Account # 03-35-35-7050, project # 31017, for this project; of which sufficient funds of $277,890.00 remain.

RECOMMENDATION:

Staff recommends the Committee approve the base bid from Schroeder Asphalt Services, Inc., for the Fitchie Creek Forest Preserve RTP Trail Restoration project for $123,308.75, plus a contingency of $12,330.25 to cover any unanticipated additional costs that may arise during construction in an amount not to exceed $135,639.00.

ATTACHMENTS:

CountyLocMap-FitchieCreek.jpg
AreaMap_MemoRes-FitchieCreek.pdf
Final Fitchie Creek Abstract.pdf

ABSTRACT OF BIDS

Fitchie Creek Trail Improvements

PROJECT NUMBER: SB-FP-14-2526

Bidder's Name	Schroeder Asphalt Services, Inc.	Obsidian Asphalt Paving, Inc.	Midwest Excavators	V3 Construction Group, Ltd.	Copenhaver Construction, Inc.
City, State	Huntley, IL	West Chicago, IL	Wasco, IL	Woodridge, IL	Union, IL
Fitchie Creek Forest Preserve	$123,308.75	$149,172.88	$230,430.84	$258,269.25	$284,303.00
Lowest Bid Total: $123,308.75					

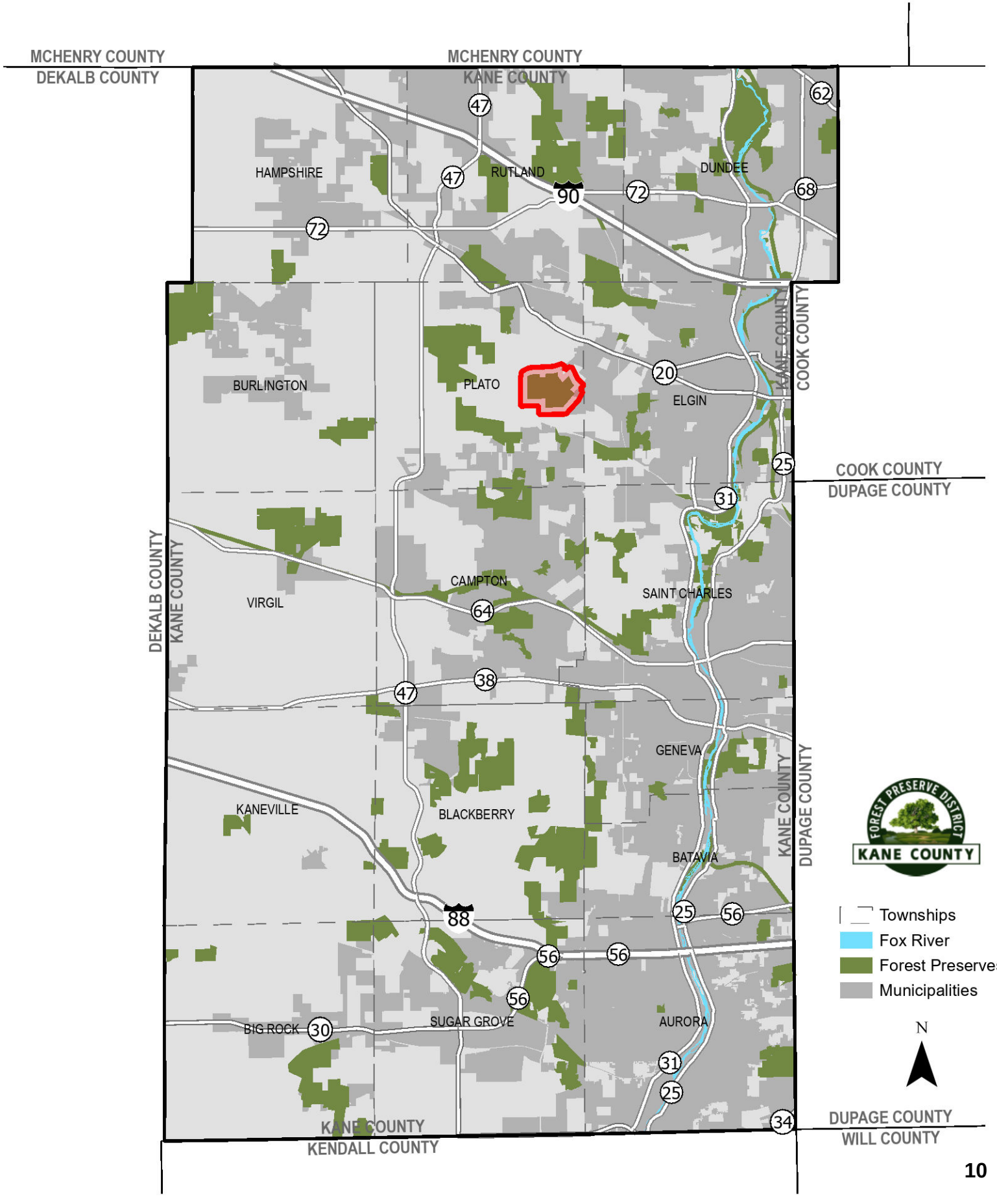
I have certified that I have opened, read and recorded all bids received in response to the invitation

David Petschke, Chief Financial and Administrative Officer

Fitchie Creek F.P.

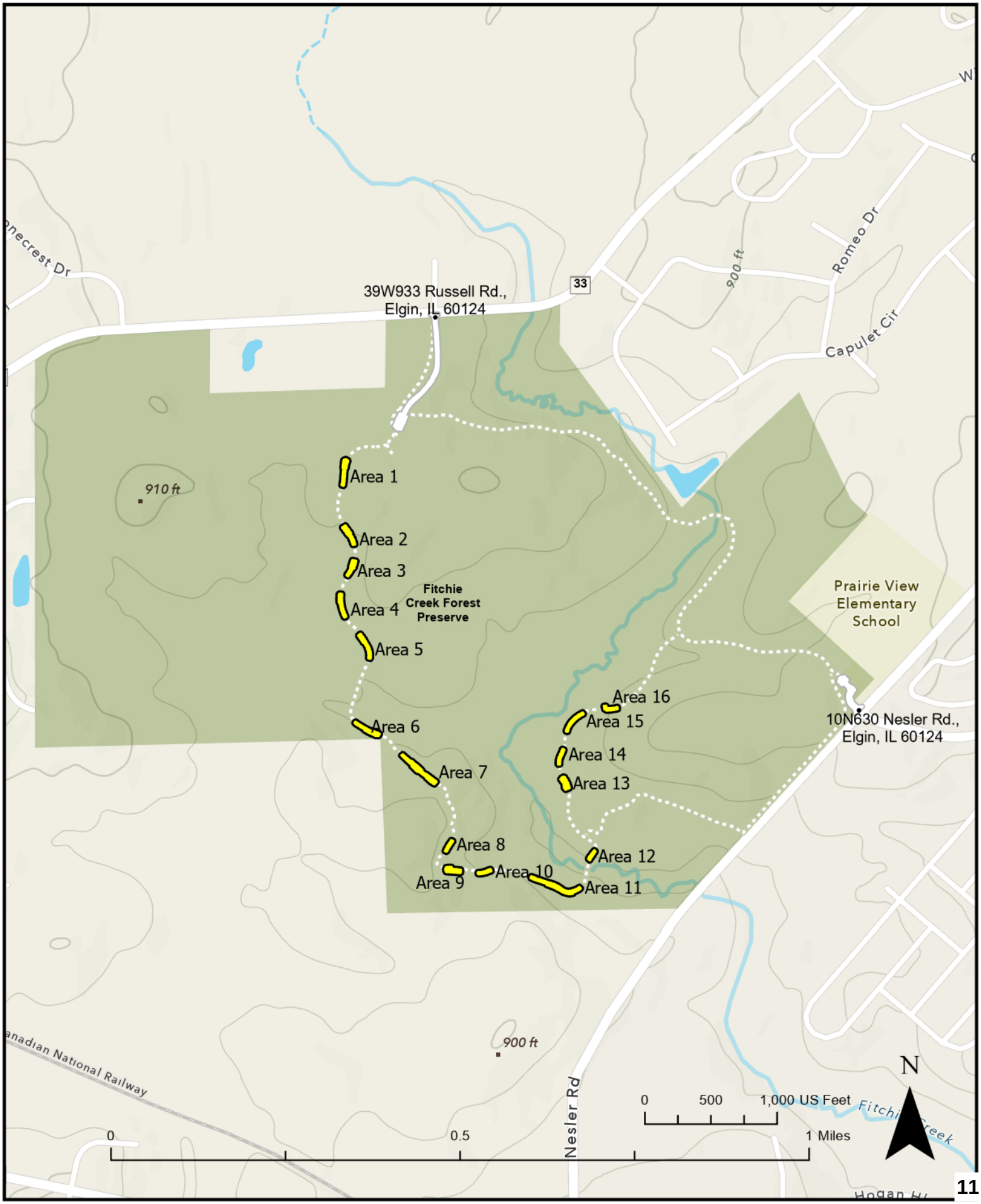
County Location Map

Elgin, IL



Fitchie Creek Trail Improvements

39W933 Russell Road, Elgin, IL 60124



STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

FP RESOLUTION NO. TMP-26-668

RESOLUTION AUTHORIZING AN EXTENSION TO THE HISTORICAL STRUCTURES OPERATING AND CARETAKING AGREEMENT WITH THE PRESERVATION PARTNERS OF FOX VALLEY THROUGH JUNE 30, 2027

WHEREAS, the Forest Preserve District of Kane County and the Preservation Partners of the Fox Valley desire to extend the Historical Structures Operating and Caretaking Agreement for the management of the Villa Museum and Japanese Garden at the Fabyan Forest Preserve in Geneva, and the Durant-Peterson House Museum and Sholes School Museum located at the LeRoy Oakes Forest Preserve in St. Charles, which is attached hereto and made a part hereof as Exhibit A; and

WHEREAS, Preservation Partners has been managing the Villa Museum, the Durant-Peterson House Museum, and the Sholes School Museum for many years; and

WHEREAS, this agreement term will be extended through June 30, 2027, at the same rate as the previous agreement for the Historic Operating and Caretaking of the Villa Museum and Japanese Garden at Fabyan Forest Preserve and the Durant-Peterson House Museum and Sholes School Museum at LeRoy Oakes Forest Preserve.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Forest Preserve District of Kane County, Kane County, Illinois, that the President and Secretary of the District be and hereby are, authorized to execute and deliver on behalf of the District, the Historical Structures Operating and Caretaking Agreement hereto and made part of as attached in Exhibit A.

APPROVED AND PASSED on this 9th day of June, 2026.

_____
Bill Lenert
President, Kane Forest Preserve
Kane County, Illinois

_____
Mohammad Iqbal
Secretary, Kane Forest Preserve
Kane County, Illinois

AGENDA MEMORANDUM

DATE: May 28, 2026
TO: Forest Preserve District Planning & Utilization Committee
FROM: David Petschke, Chief Financial & Administrative Officer
Benjamin Haberthur, Executive Director
SUBJECT: Presentation and Approval of a Contract Extension for the Historical Structures Operating and Caretaking Agreement with the Preservation Partners of Fox Valley through June 30, 2027

PURPOSE:
The purpose of this memorandum is to provide the Committee with information to consider an extension of the contract for the Historic Structures Operating and Caretaking Agreement with Preservation Partners of the Fox Valley, for the management of the Fabyan Villa and Japanese Garden at Fabyan Forest Preserve, and the Durant-Peterson House Museum and Sholes School Museum at LeRoy Oakes Forest Preserve, through June 30, 2027.

BACKGROUND:
Preservation Partners of the Fox Valley has been managing the Fabyan Villa Museum at Fabyan Forest Preserve and the Durant-Peterson House at LeRoy Oakes Forest Preserve since the mid 1990's. On October 25, 2017, the Pioneer Sholes Restoration Society was dissolved, and the operations, income and artifacts transferred to Preservation Partners. Preservation Partners provides exclusive exhibits management, staffing, tours, program coordination and marketing for the Fabyan Villa Museum, the Durant-Peterson House Museum, and Sholes School Museum.

Additionally, Preservation Partners coordinates programming and tours of the Fabyan Japanese Garden. The District retains ownership of all land and structures and is responsible for the cost and coordination of maintenance, repairs, and utilities for the buildings as well as grounds and landscape maintenance. The District is seeking approval to extend the existing contract through June 30, 2027, to align with the District's fiscal year. The new contract will extend the current agreement at the same rate, providing Preservation Partners of the Fox Valley with an annual sum of $115,000 for their services. Of this amount, $78,000 is allocated to the operation of the Fabyan Villa Museum, $10,000 for the Japanese Garden, and $27,000 for the operation of the Durant-Peterson House Museum and the Sholes School Museum. The District's legal counsel and risk management provider (PDRMA) have reviewed the agreement.

FINANCIAL IMPACT:
Funds totaling $115,000 are budgeted for this agreement in the 2026 and 2027 fiscal year. Sufficient funds totaling $115,000 are available in the General Fund Administration Organizational Support Account #01-11-11-5020 for this expense totaling $115,000.

RECOMMENDATION:
Staff recommends the Committee approve the contract extension through June 30, 2027, at the same rate as the previous agreement, for the Historic Structures Operating and Caretaking agreement with Preservation Partners of the Fox Valley, for the management of the Villa Museum and Japanese Garden at

Fabyan Forest Preserve and the Durant-Peterson House Museum and Sholes School Museum at LeRoy Oakes Forest Preserve.

ATTACHMENTS:
Exhibit A: Renewal of the Historic Structures Operating and Caretaking Agreement

HISTORICAL STRUCTURES OPERATING AND CARETAKING AGREEMENT EXTENSION THROUGH JUNE 30, 2027

The undersigned, **FOREST PRESERVE DISTRICT OF KANE COUNTY** (hereinafter **"FPDKC"),** hereby engages the services of **Preservation Partners of the Fox Valley**, an Illinois not-for-profit corporation, St. Charles, Illinois, (hereinafter called "**Preservation Partners**") to provide *the* exclusive program management of the Fabyan Villa and Japanese Garden (at Fabyan Forest Preserve) and the Durant-Peterson House and Pioneer Sholes School (at LeRoy Oakes Forest Preserve), which shall include all staffing, exhibits, tours, and programs related to the venues and to take reasonable measures to advise FPDKC of any maintenance needs arising from time to time during the term hereof. For these purposes, the Fabyan Villa, Fabyan Japanese Garden, Durant-Peterson House and Pioneer Sholes School are herein referred to as the ''Venues". FPDKC further hereby grants Preservation Partners all necessary rights of access and possession during its activities for itself, its workers, agents and contractors and for all other purposes convenient or incidental to the exercise by Preservation Partners of the rights herein granted to it and the obligations herein undertaken by it for the term of this Agreement, all as more particularly set forth hereinafter.

1. FPDKC covenants with Preservation Partners that it is the lawful fee simple owner of the lands upon which the Venues are located and that it has the right and authority to make this license and permit grant. The FPDKC is the lawful owner of the exhibit contents, except those expressly donated to Preservation Partners which are displayed in the Villa Museum at Fabyan Forest Preserve and Preservation Partners is the lawful owner of the exhibit contents which are displayed at the Durant- Peterson House and Pioneer Sholes School at LeRoy Oakes Forest Preserve. FPDKC further covenants that it shall remain responsible for all maintenance costs and payment of utilities at the Venues.

2. In exchange for the payment by the FPDKC to Preservation Partners of the sum of One Hundred and Fifteen Thousand ($115,000.00) Dollars per year ($78,000 Fabyan Villa; $10,000 Fabyan Japanese Garden and $27,000 Durant-Peterson House and Pioneer Sholes School), Preservation Partners agrees to the following obligations to be undertaken on its part:

    a. To provide the exclusive program management at the Venues, consisting of staffing for tours, placement and arrangement of exhibits, tour scheduling and content, and related programs and events, all of which shall be regularly held according to an agreed-upon schedule of events which shall be established in conjunction with staff of FPDKC.

    b. To advise FPDKC of any maintenance needs which arise from time to time with respect to the Venues, as observed by Preservation Partners staff.

c. To provide FPDKC schedules and information on programs at the Villa, Japanese Garden or Durant-Peterson House.

3. The FPDKC manages the Japanese Garden. This includes maintenance and the coordination of all reservations. Preservation Partners may reserve the use of the Japanese Garden for programming through the FPDKC in writing at any time in advance. FPDKC programs and activities shall have priority booking. Preservation Partners shall operate regular tours through the Japanese Garden and provide staffing for special tours during the Garden's open days.

4. This Agreement and the rights granted hereunder and obligations assumed hereby are effective from the date hereof, and shall end on June 30, 2027. This Agreement is subject to the following terms and conditions precedent for the term of this Agreement, which are hereby mutually covenanted and agreed to, by and between FPDKC and Preservation Partners.

5. Preservation Partners agrees to pay for all costs and taxes associated with the payment by FPDKC hereunder, as well as all staffing of its programs at the Venues and shall be solely responsible for compensation and supervision of its volunteers, agents, representatives, employees and contractors and Preservation Partners affirmatively agrees to hold FPDKC harmless from any and all losses of or damages to property, including environmental and economic losses, or injuries to or death of any person resulting from any activities or use of the Venues held, hosted or sponsored by Preservation Partners, its employees, contractors, affiliates, subsidiaries or successors, or any property affected by such activity or use. Preservation Partners shall pay for the defense of FPDKC**,** its officers and employees in any such litigation, with FPDKC having the right to designate its own local counsel.

6. Preservation Partners understands, acknowledges and agrees that the relationship of Preservation Partners to the FPDKC arising out of this Agreement shall be that of independent Preservation Partners. It is understood that neither Preservation Partners nor any of Preservation Partners' officers, directors, owners, employees or agents, is an employee of the FPDKC and is therefore not entitled to any benefits provided by the FPDKC**.** to its employees. It is further understood by Preservation Partners that Preservation Partners will not be covered under provisions of the worker's compensation insurance of the FPDKC and that any injury or property damage on the job will not be the FPDKC's responsibility, except in cases where such injury or damage is the fault of the FPDKC**.** Also, it is understood that Preservation Partners is not protected as an employee or as a person acting as an employee under the provisions of the public liability insurance of the FPDKC and**,** therefore, will be solely responsible for its own actions. FPDKC will in no way defend Preservation Partners in matters of

Preservation Partners' liability. The hiring of qualified personnel to provide the services shall be the sole responsibility of Preservation Partners, as shall the discipline and discharge of such personnel. Preservation Partners shall be solely responsible for compensating its personnel. Preservation Partners shall be responsible for paying any expenses it incurs in the provision of the services, except as otherwise provided herein. Preservation Partners will not be covered under Social Security, federal or state income tax withholding, or any other payroll withholding program of the FPDKC. FPDKC will report payments made to Preservation Partners pursuant to this Agreement as required by applicable federal and state law. (Payments in excess of $2,000 will be reported to the Internal Revenue Service on Form 1099-NEC). Neither Preservation Partners nor its employees shall hold themselves out to members of the public as employees of the FPDKC. Preservation Partners shall be solely responsible for purchasing the supplies necessary to satisfactorily perform the Services required under this Agreement, provided, however, that to the extent reasonably practicable, Preservation Partners shall order such supplies through the FPDKC in order to benefit from such volume discounts as may be available to the FPDKC, it being understood and agreed that Preservation Partners shall be entitled to all such benefits, discounts and reimbursements.

7. Preservation Partners represents and warrants that it has, and all persons providing the Services on its behalf have, the requisite education, training and experience to properly provide the Services in accordance with the standards set forth and results to be achieved under this Agreement; have procured all licenses, permits, certifications or like permission required by law, rule or regulation to properly provide the Services; will procure all additional licenses, permits, or like permission hereafter required by law, rule or regulation during the Term of this Agreement; and will keep same in full force and effect during the term of this Agreement.

8. Nothing herein shall be construed to be a grant by FPDKC to Preservation Partners to undertake any maintenance, renovation, expansion or construction at any of the Venues.

9. Preservation Partners is expressly permitted to charge reasonable fees and to undertake solicitation of patrons of events hosted by Preservation Partners on the premises of the Venues, as well as general fundraising efforts held off-site of the Venues. General fundraising events held on the premises of the Venues undertaken by Preservation Partners outside of a specific program event hosted by Preservation Partners must be approved in writing by FPDKC.

10. The privileges herein granted are subject to the paramount rights of the FPDKC, and the FPDKC shall not be liable to Preservation Partners for damage to the property of Preservation Partners

due to maintenance or lack thereof or the installation or removal of any present or future facilities of FPDKC at the Venues.

11. This Agreement shall not in any manner or to any extent limit or restrict the right of FPDKC to grant additional licenses or rights over, along, under and across the Venues described herein for other purposes, provided, however, that FPDKC shall use its best reasonable efforts to avoid conflicts regarding uses and shall coordinate scheduling of events with Preservation Partners in advance of the date of same.

12. Preservation Partners agrees to utilize the property in a manner that will not interfere with the use by the general public of the Venues independent of the programs staffed or hosted by Preservation Partners. Upon completion of an event at the Venues, Preservation Partners shall take reasonable steps to assure that the Venues will be left in a neat, clean and orderly condition and to advise FPDKC staff as soon as reasonably practicable of any extraordinary cleanup or routine maintenance requirements at a Venue.

13. Preservation Partners covenants and agrees that it will not permit or suffer any lien to be put upon or arise or accrue against said Venues In favor of any person or persons, individual or corporate, furnishing either labor or material in any work herein proposed, and Preservation Partners further covenants and agrees to hold FPDKC and said Venues free from any and all liens or rights or claims of lien through it which may or might arise or accrue under or be based upon any mechanic's lien law, so called, of the State of Illinois, now in force or hereafter to be enacted.

14. Preservation Partners agrees to purchase and maintain during the term of this license or any extension thereof, at its cost, a policy or policies of insurance issued by good and responsible insurance companies and in a form satisfactory to FPDKC**,** as well as abiding by the following covenants:

a. Commercial General and Umbrella Liability Insurance

Preservation Partners shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than $1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this

location. CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 0110 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent Preservation Partners, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

FPDKC shall be Included as an insured under the CGL, using ISO additional insured endorsement CG 20 11 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to FPDKC**.** Any insurance or self-insurance maintained by the FPDKC shall be excess of the Preservation Partners' insurance and shall not contribute with it.

b. Business Auto and Umbrella Liability Insurance

If applicable, Preservation Partners shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than $1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non- owned autos. Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

c. Workers Compensation Insurance

If applicable, Preservation Partners shall maintain worker's compensation and employer's liability insurance. The commercial umbrella and/or employer's liability limits shall not be less than $1,000,000 each accident for bodily injury by accident or $1,000,000 each employee for bodily injury by disease. If FPDKC has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 11 under the Commercial General and Umbrella Liability Insurance required in this Contract, the Preservation Partners waives all rights against FPDKC and its

officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Preservation Partners' use of the premises. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the FPDKC for all activities of the Preservation Partners, its employees, agents and sub-Preservation Partners.

d. General Insurance Provisions

i. Evidence of Insurance: Prior to taking occupancy, Preservation Partners shall furnish FPDKC with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

1. There shall be furnished to FPDKC each year a Certificate of Insurance issued pursuant to the requirements contained in sub-paragraphs (1) and (2) of this paragraph FOURTEEN. Insurance coverage as required herein in subparagraphs (A), (B) and (C) shall be kept in force during the term of this license. FPDKC shall be named as an additional named insured.

2. All certificates shall provide for 30 days' written notice to FPDKC prior to the cancellation or material change of any insurance referred to therein. Written notice to FPDKC shall be by certified mail, return receipt requested.

3. Failure of FPDKC to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of FPDKC to identify a deficiency from evidence that is provided shall not be construed as a waiver of Preservation Partners' obligation to maintain such insurance.

4. FPDKC shall have the right, but not the obligation, of prohibiting Preservation Partners from occupying the premises until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by FPDKC.

5. Failure to maintain the required insurance may result in termination

of this lease at FPDKC's option.

6. Preservation Partners shall provide certified copies of all insurance policies required above within 10 days of FPDKC's written request for said copies.

ii. Acceptability of Insurers

For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A.VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A.VII or a Best's rating is not obtained, the FPDKC has the right to reject insurance written by an insurer It deems unacceptable.

iii. Cross-Liability Coverage

If Preservation Partners' liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross- liability coverage.

iv. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to the FPDKC**.** At the option of the FPDKC**,** the Preservation Partners may be asked to eliminate such deductibles or self-insured retentions as respects the FPDKC, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

e. Indemnification

Preservation Partners shall indemnify and hold harmless the FPDKC and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorney's and paralegals' fees and court costs), arising from or in any way connected with (i} the conduct or management of the premises or of any business or activity therein, or any work or thing whatsoever done, or condition created in or about the premises

during the term of this lease; (ii} any act, omission wrongful act or negligence of Preservation Partners or any of Preservation Partners' subtenants or licensees (if applicable), or the partners, directors, officers, agents, employees, invitees or Preservation Partners of Preservation Partners or Preservation Partners' subtenants or licensees; (iii) any accident, injury or damage whatsoever occurring in or at the premises, except to the extent it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. Preservation Partners shall similarly protect, indemnify and hold and save harmless the FPDKC**,** its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, Incurred by reason of Preservation Partners' breach of any of its obligations under, or Preservation Partners' default of, any provision of the Contract.

15. Any notice required or permitted herein shall be in writing and delivered personally, by USPS or electronically via email to the address or addresses or person set forth below:

FPDKC
Executive Director: Benjamin Haberthur
Forest Preserve District of Kane County 1996 S. Kirk Road, Suite 320
Geneva, IL 60134

Preservation Partners of the Fox Valley
Executive Director: Kelsey Shipton
P.O. Box 903
St. Charles, IL 60174

16. This Agreement is not assignable or transferable.

17. This Agreement is subject to the terms and conditions of the original deed of conveyance of the property to FPDKC, if any, and all other conditions, covenants and restrictions of record which may otherwise limit the rights of use contemplated hereby.

IN WITNESS WHEREOF, the FPDKC has executed this document this _____day of _____**2026.**

FPDKC:

FOREST PRESERVE DISTRICT OF KANE COUNTY

an organized corporation, Forest Preserve

By: _____

Bill Lenert, President

By: _____

Mohammad Iqbal, Secretary

Preservation Partners:

PRESERVATION PARTNERS OF THE FOX VALLEY,

an Illinois not-for-profit

By:_____

Jim Kautz, Board President

By: _____

Kelsey Shipton, Executive Director