

**KENDALL COUNTY FOREST PRESERVE DISTRICT
MEETING AGENDA**

**TUESDAY, SEPTEMBER 1, 2020
6:00 P.M.**

KENDALL COUNTY BOARD ROOM

- I. Call to Order
- II. Pledge of Allegiance
- III. Invocation
- IV. Roll Call
- V. Approval of Agenda
- VI. Public Comments

CONSENT AGENDA

- VII. Approval of Minutes
 - Kendall County Forest Preserve District Operations Committee Meeting of August 5, 2020
 - Kendall County Forest Preserve District Committee of the Whole Meeting of August 11, 2020
- VIII. *Approval of Claims in the Amount of \$74,349.26
- IX. ***MOTION:** Approval of a Proposal from Possibility Place Nursery of Monee, Illinois for the Purchase of Tree and Shrub One-Gallon (450 units) and Five-Gallon (72 units) Stock for the Pickerill-Pigott Forest Preserve - Phase I OSLAD Project for a Total Cost Not-to-Exceed \$5,274.00
- X. ***MOTION:** Approval of a Proposal from Genesis Nursery of Tampico, Illinois for the Purchase of Woodland Edge Seed Mix for \$792.00 per Acre for 12.62 acres for Fox River Bluffs and Hoover Forest Preserve for a Cost Not-to-Exceed \$10,000.00 Reimbursable to the District through its ComEd Green Region Program Grant Award, Plus 5.0 acres of said Seed Mix for the Pickerill-Pigott Forest Preserve - Phase I OSLAD Project for \$3,955.04, for a Total Cost Not-to-Exceed \$13,955.04
- XI. ***MOTION:** Approval of a Proposal from Genesis Nursery of Tampico, Illinois for the Purchase of Pollinator Seed Mix for \$902.00 per acre for 4.5 acres for the Pickerill-Pigott Forest Preserve – Phase I OSLAD Project for a Cost Not-to-Exceed \$4,059.00
- XII. ***MOTION:** Approval of a Deed of Gift for the Purchase of the Lesson Horse "Dante" from Candice Van Vroot of Kankakee, Illinois for \$2,000.00 for Payment In-Hand following a 30-day Trial Period Beginning on September 2, 2020

OLD BUSINESS

- No items posted for consideration

NEW BUSINESS

- XIII. Millbrook Bridge Removal Project – Field Report on Superstructure Destabilization and Emergency Tear-Down, Public Safety Measures, and Permitting Authority Responses (D. Construction and HLR Engineering)
- XIV. ***MOTION:** Approval of a Proposal from Hampton, Lenzini and Renwick, Inc. for the Completion of an Underwater Inspection of the Millbrook Bridge In-Stream Debris Field and Phase II Project Site Mapping for an Estimated Cost Not-to-Exceed \$8,900.00
- XV. ***MOTION:** Approval of a Proposal from Hampton, Lenzini and Renwick, Inc. for the Completion of a Manual Probe of the Millbrook Bridge In-Stream Debris Field and Phase II Project Site Mapping for an Estimated Cost Not-to-Exceed \$4,500.00
- XVI. ***MOTION:** Approval of the 20-21 CWD Bowhunt Program Manual, Including an Initial Registration Period Beginning September 2, 2020 for Prior Year Permit Holders Only, Open Registration Concluding September 25, 2020, a Program Capacity Limit of 80 Full Season Permits with a Kendall County Resident Permit Fee of \$225.00 (\$50.00 for an Invited Resident 2-Weekend Guest Pass) and \$325.00 Non-Resident Permit Fee (\$100.00 for an Invited Non-Resident 2-Weekend Guest Pass)
- XVII. Other Items of Business
- XVIII. Public Comments
- XIX. Adjournment

(Requires affirmative vote of the majority of those elected (6) for passage (KCFPD Rules of Order Section G.2.b.v.a)*

For Remote Participation:

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Kendall County

**KENDALL COUNTY FOREST PRESERVE DISTRICT
OPERATIONS COMMITTEE MEETING MINUTES**

AUGUST 5, 2020

I. Call to Order

Commissioner Flowers called the Operations Committee meeting to order at 6:00 pm in the Kendall County Board Room.

II. Roll Call

Commissioners Flowers, Gilmour, Hendrix, and Prochaska all were present.

III. Approval of Agenda

Commissioner Prochaska made a motion to approve the agenda as presented. Seconded by Commissioner Hendrix. All, aye. Opposed, none.

IV. Public Comments

No public comments were offered from citizens in attendance.

OLD BUSINESS

V. Review and Approval of Special Use Permit Requests

a) No special use permit requests received.

VI. Sunrise Center North – Letter of Request for COVID-19 License Agreement Payment Reduction

Director Guritz presented a letter from the Sunrise Center North Board of Directors requesting a payment reduction due to COVID-19 impacts.

The Operations Committee recommended a temporary reduction and for Sunrise Center North, with guidance for the agency to apply for COVID-19 relief grants or conduct alternative fundraising strategies.

Commissioner Gilmour made a motion to forward a recommendation for a 3-month reduction in the Sunrise Center North License agreement to Committee of the Whole for consideration. Seconded by Commissioner Prochaska. Aye, all. Opposed, none.

VII. Discussion – Updates on COVID-19 Phase IV Rental Event Capacity and IPMG/ICRMT Recommendation for District Response(s) to Observations of Event Overcapacity

The Operations Committee gave direction to implement State’s Attorney’s Office recommendations to address COVID-19 restrictions at private rental events including signage and modification of contract language based on Phase IV restrictions.

VIII. Capital Project Updates

- a) IDNR PARC Grant and DCEO Fast Track Grant Application Status**
- b) Millbrook Bridge Removal Project Updates**

Director Guritz reported that the IDNR PARC grant notification is not expected until November. Updates on the Millbrook Bridge Removal Project were provided.

NEW BUSINESS

IX. Ellis Equestrian Center – Lesson Fees and Charges and Instructor Differentiated Pay Discussion

Director Guritz presented a discussion for lesson fees and charges and Horsemanship Instructor differentiated pay for group lessons.

Commissioner Hendrix made a motion to forward the proposed Ellis Equestrian Center fees and charges to Committee of the Whole. Seconded by Commissioner Prochaska. Aye, all. Opposed, none.

Commissioner Prochaska made a motion to forward the differentiated pay for group lesson instructors to Committee of the Whole. Seconded by Commissioner Gilmour. Aye, Commissioner Flowers, Gilmour, and Prochaska. Opposed, Commissioner Hendrix. Motion carries by a vote of 3:1.

X. Review of Financial Statement Reports through July 31, 2020

Director Guritz presented a review of financial statement reports through July 31, 2020.

XI. KCFPD Employee Handbook Draft Discussion

Director Guritz presented a KCFPD employee handbook draft for discussion. Commissioners Gilmour and Prochaska were assigned to complete a review of the draft handbook.

XII. General Use Ordinance Discussion – Use of Drones in District Preserves

Director Guritz presented a discussion and potential change in the General Use Ordinance to allow for drone use in District preserves. The Committee determined to continue the Ordinance restriction on use of drones in forest preserve areas.

XIII. Program Updates (NB Enrollment; Summer Camps; Education Services; Facility Rentals; Equestrian Center)

Director Guritz presented program updates including fees and charges for the proposed Afternoon Adventures program.

XIV. KCFPD 20-21 Bowhunt Program Timeline and Discussion

Director Guritz presented a discussion on the KCFPD 20-21 bow hunt program approval timeline. The addition of zones to publically-accessible preserves was discussed.

XV. Executive Session

There was no need for executive session.

XVI. Summary of Action Items

Director Guritz provided a summary of action items.

XVII. Citizens to be Heard

No public comments were offered by those in attendance.

XVIII. Other Items of Business

There were no other items of business.

XIX. Adjournment

Commissioner Hendrix made a motion to adjourn. Seconded by Commissioner Prochaska. Aye, all. Opposed, none. Meeting adjourned at 7:58 pm.

Respectfully submitted,

David Guritz
Executive Director, Kendall County Forest Preserve District

**KENDALL COUNTY FOREST PRESERVE DISTRICT
COMMITTEE OF THE WHOLE MEETING MINUTES
AUGUST 11, 2020**

I. Call to Order

President Gilmour called the Committee of the Whole meeting to order at 4:38 pm in the Kendall County Board Room.

II. Roll Call

Commissioners Cesich, Gengler, Gilmour, Gryder, Hendrix, Prochaska, and Vickers all were present.

III. Approval of Agenda

Commissioner Prochaska made a motion to approve the agenda as presented. Seconded by Commissioner Cesich. All, aye. Opposed, none.

IV. Public Comments

No citizens in attendance offered public comment.

V. Executive Director's Report

Director Guritz gave a review of the District report.

**VI. Review of Preliminary Financial Statements and Cost Center Reports
for the Period Ending July 31, 2020**

Director Guritz presented a review of the financial statements and cost center reports for the period ending July 31, 2020.

VII. Motion to Forward Claims to Commission

Director Guritz presented the claims list for review.

Commissioner Cesich made a motion to forward claims of \$21,546 to Commission. Seconded by Commissioner Prochaska. Aye, all. Opposed, none.

OLD BUSINESS

No items posted for consideration.

NEW BUSINESS

**VIII. Midwest Environmental Consulting – Hoover Scout Residences
Asbestos Abatement Proposals**

Director Guritz presented the summary of quotes received for asbestos abatement of the two Hoover Forest Preserve scout residences.

Commissioner Prochaska made a motion to forward the asbestos abatement proposal from Kinsale for \$12,500 and a proposal from Midwest Environmental Consulting for \$6,384 for abatement project management services to Commission. Seconded by Commissioner Cesich. Aye, all. Opposed, none.

IX. FY21 Budget Guidelines

Director Guritz presented the proposed FY21 budget guidelines.

**X. Pickerill-Pigott OSLAD Phase I Project – Change Order #7 – Electrical
Service Lines**

Item postponed.

**XI. 20-21 Bowhunt Program Recommendations – Registration Packet Draft
and CWD Report**

Director Guritz presented recommendations for the 20-21 bow hunt program. The Committee of the Whole discussed permit fees for the season, with a recommendation to forward season rates of \$225 for residents, \$325 for non-residents.

**XII. Carbon Credits Progress Report: Draft Protocol Calculations and City
Forest Credits Proposal**

Stefanie Wiencke presented a draft protocol and carbon credit calculations received from City Forest Credits, including a breakdown of anticipated revenues from the sale of credits.

XIII. Ellis House and Equestrian Center Discussion and Recommendations
**a. Sunrise Center North COVID-19 Impacts to Operations and Request
for Reduced License Fee**
b. FY21 Fees and Charges Recommendations (Lessons)
**c. Differentiated Pay for Horsemanship Instructor Semi-Private Group
Lessons**

Commissioner Gengler left the meeting and was not present for roll call.

DRAFT FOR COMMISSION APPROVAL: 09/01/20

Director Guritz presented a request from Sunrise Center North for a reduced license fee due to COVID-19 impacts.

Commissioner Prochaska made a motion to forward a proposed temporary 3-month license fee reduction from \$1,600 a month to \$800 a month, proposed FY21 Ellis Equestrian Center lesson fees and charges, and proposal for differentiated pay structure for District Horsemanship Instructors to Commission. Seconded by Commissioner Cesich. Aye, all. Opposed, none.

XIV. "Afternoon Adventures" Fees and Charges

Director Guritz presented the fees and charges for Afternoon Adventures.

Commissioner Prochaska made a motion to forward "Afternoon Adventures" fees and charges to Commission. Seconded by Commissioner Cesich. Aye, all. Opposed, none.

XV. Executive Session

No need for executive session.

XVI. Summary of Action Items

Director Guritz provided a summary of action items.

XVII. Other Items of Business

a. August 27, 2020 Finance Committee Start Time Change to 4:00 pm

XVIII. Public Comments

No public comments were offered from citizens in attendance..

XIX. Adjournment

Commissioner Prochaska made a motion to adjourn the meeting at 6:50 pm. Seconded by Commissioner Cesich. Aye, all. Opposes, none.

Respectfully submitted,

David Guritz
Executive Director, Kendall County Forest Preserve District

Claims Listing

8/26/2020 9:36:05 AM

Department	Vendor #	Vendor Name	Invoice #	Invoice Description	GL Account	Description	Invoice Amount
Ellis Grounds	1323	MENARDS	92562	Ellis Supplies	19001162 68580	Grounds and Maintenance	\$112.91
						Sub-Total	\$112.91
					Ellis Grounds	Total	\$112.91
Ellis House	2047	COMED	93615487011-8/20	Ellis House	19001160 62270	Utilities	\$519.01
						Sub-Total	\$519.01
Ellis Public Programs	124	BARRETT'S ECOWATER	SC00071	Ellis - Water	19001160 68580	Grounds and Maintenance	\$7.00
	1323	MENARDS	91936	Ellis Supplies	19001160 68580	Grounds and Maintenance	\$100.63
	1323	MENARDS	92222	Ellis Supplies	19001160 68580	Grounds and Maintenance	\$62.86
						Sub-Total	\$170.49
					Ellis House	Total	\$689.50
Ellis Public Programs	2777	JENNI KOPECKY	EL Pony Club	Pony Club Refund COVID 19	19001166 63040	Security Deposit Refund	\$90.00
						Sub-Total	\$90.00
					Ellis Public Programs	Total	\$90.00

Environ. Educ. Other Pblc Prg		8-13-20 - KA	Public Program Supplies	19001179 63030	Program Supplies	\$15.64	
2779	KIMBERLY ADAMS						
						Sub-Total	\$15.64
Environ. Educ. Other Pblc Prg		Total					
Forest Preserve Director							
1192	KONICA MINOLTA	36135681F	Konica Lease August	190011 62000	Office Supplies	\$203.01	
1192	KONICA MINOLTA	9007026377F	Monthly Clicks 7/13-8/12/20	190011 62000	Office Supplies	\$124.64	
1323	MENARDS	92562-1	Face Masks - COVID 19	190011 62000	Office Supplies	\$7.78	
						Sub-Total	\$335.43
2778	KRAMER TREE SPECIALISTS	95514	Chainsaw Operation Training	190011 62040	Conferences	\$1,950.00	
						Sub-Total	\$1,950.00
67	AMEREN IP	2786444006-8/20	Millbrook South	190011 63510	Electric	\$35.08	
2047	COMED	9361578000-8/20	Baker Woods	190011 63510	Electric	\$19.10	
						Sub-Total	\$54.18
1827	UPLAND DESIGN LTD	737-Pickerill	Pickerill-Pigott OSLAD	190511 66500	Miscellaneous Expense	\$54,038.70	
						Sub-Total	\$54,038.70

**Forest Preserve
Director**

1007	ILLINOIS COUNTIES RISK MANAGEMENT TRUST	1000669	Property-Liability-Work Comp Ins	190011 68000	Liability Insurance Premiums	\$6,922.01
					Sub-Total	\$6,922.01
2694	ALRO STEEL	AHN8257BB	Hobbit Tunnel	190011 68500	Project Fund Expenses	\$211.38
					Sub-Total	\$211.38
				Forest Preserve Director	Total	\$63,511.70
413	DEKANE EQUIPMENT CORP	IA72898	Hoover-Harris Equipment	19001183 62160	Equipment	\$25.58
1152	KENDALL PLUMBING & HEATING	20030837	Hoover Bldg Repair - Air Conditioner	19001183 62160	Equipment	\$285.00
1323	MENARDS	91509	Harris Shop Supplies	19001183 62160	Equipment	\$38.87
1323	MENARDS	91522	Hoover Grounds Supplies	19001183 62160	Equipment	\$59.12
					Sub-Total	\$408.57
1655	SERVICE SANITATION, INC	8000750-753	Portable Restrooms	19001183 63070	Refuse Pickup	\$462.00
					Sub-Total	\$462.00
1452	NICOR	8566261012- 8/20	Millbrook South	19001183 63090	Natural Gas	\$125.08
1452	NICOR	8794611000- 8/20	Harris	19001183 63090	Natural Gas	\$48.48
					Sub-Total	\$173.56

**Grounds and Natural
Resources**

Grounds and Natural Resources

413	DEKANE EQUIPMENT CORP	IA72898	Hoover-Harris Equipment	19001183 63110	Shop Supplies	\$131.27	
						Sub-Total	\$131.27
236	CENTRAL LIMESTONE CO INC	22359	Preserve Improvements	19001183 68530	Preserve Improvements	\$464.21	
236	CENTRAL LIMESTONE CO INC	22467	Preserve Improvements - Jay Woods	19001183 68530	Preserve Improvements	\$24.04	
678	GRAINCO FS, INC.	61118086	Herbicide	19001183 68530	Preserve Improvements	\$191.55	
1323	MENARDS	92260	Natural Resources Supplies	19001183 68530	Preserve Improvements	\$38.95	
1557	POSSIBILITY PLACE NURSERY	00117387	CECF-K12 Pollinator Grant	19001183 68530	Preserve Improvements	\$2,495.80	
2067	QUICK SIGNS	21397	Bow Hunt Program Signs	19001183 68530	Preserve Improvements	\$255.00	
2067	QUICK SIGNS	21412	Bow Hunt Program Signs	19001183 68530	Preserve Improvements	\$50.00	
2778	KRAMER TREE SPECIALISTS	95402	Harris - Storm Tree Cleanup	19001183 68530	Preserve Improvements	\$3,750.00	
						Sub-Total	\$7,269.55
						Total	\$8,444.95
						Grounds and Natural Resources	
2596	BILL MUELLER	20-00050	Hoover Refund - COVID 19	19001171 63040	Security Deposit Refund	\$340.00	

Hoover

2596	BILL MUELLER	20-00050-2	Hoover Sec Dep Rtn COVID 19	19001171 63040	Security Deposit Refund	\$100.00
2773	LYNN TOROK	20-00003	Meadowhawk Sec Dep Rtn	19001171 63040	Security Deposit Refund	\$182.50
2774	JENNIFER NIEVES	20-00081	ML Sec Dep Return	19001171 63040	Security Deposit Refund	\$95.00
					Sub-Total	\$717.50
1452	NICOR	2282708302- 8/20	Hoover Shop	19001171 63090	Natural Gas	\$49.32
1452	NICOR	2333669829 - 8/20	Hoover Rookery	19001171 63090	Natural Gas	\$44.79
1452	NICOR	2823529973- 8/20	Moonseed	19001171 63090	Natural Gas	\$43.14
1452	NICOR	3083103489- 8/20	Kingfisher	19001171 63090	Natural Gas	\$43.14
1452	NICOR	5098019712- 8/20	Meadowhawk Lodge	19001171 63090	Natural Gas	\$45.50
1452	NICOR	7238937412- 8/20	Hoover House	19001171 63090	Natural Gas	\$25.46
1452	NICOR	8855140114- 8/20	Hoover Maint Bldg	19001171 63090	Natural Gas	\$43.59
					Sub-Total	\$294.94
1820	UNIQUE PRODUCTS & SERVICE	397159	Harris-Hoover Supplies	19001171 63110	Shop Supplies	\$131.28
1820	UNIQUE PRODUCTS & SERVICE	397159	Harris-Hoover Supplies	19001171 63110	Shop Supplies	\$196.92
					Sub-Total	\$328.20

Hoover

1323	MENARDS	91522	Hoover Grounds Supplies	19001171 68580	Grounds and Maintenance	\$31.34	
1323	MENARDS	92880	Hoover Supplies	19001171 68580	Grounds and Maintenance	\$112.58	
						Sub-Total	\$143.92
						Hoover Total	\$1,484.56
						Grand Total	\$74,349.26

To: Kendall County Board of Commissioners
From: Antoinette Meciej, Communications, Marketing, and Public Program Specialist
RE: Pickerill-Pigott Phase I OSLAD Project – Plan for Restoration: Tree and Shrub Stock Purchase
Date: September 1, 2020

The District limits purchase of native trees and shrubs seed sourced within a 50-mile radius of Kendall County to conserve local genotypes.

A summary of native trees and shrubs stock quotes for the Pickerill-Pigott Forest Preserve - Phase I OSLAD Project plan for restoration is provided below:

- 1. Possibility Place Nursery, Inc., Monee, IL had the lowest overall per unit prices and availability for selected species in 1-gallon and 5-gallon containers:**
 - o 450 1-gallon units; 72 5-gallon units**
 - o Quote attached with a final cost of \$5,274.00**
- 2. Midwest Ground Covers, St. Charles, IL quoted higher overall per unit prices with limited stock and species selection available.**
- 3. St. Aubin Nursery, Kirkland, IL quoted higher overall per unit prices per unit with limited stock and species selection available.**

Recommendation:

Based on the plan for restoration desired species list, overall cost, and availability, District staff recommends approval of the Possibility Place Nursery quote as presented for a total cost of \$5,274.00.

Summary of Quotes – Availability and Prices

Species (Common)	Availability		
	Possibility Place	Midwest Ground Covers	St. Aubin
Sugar Maple	yes (5g \$22.00)	no	yes (7g \$58.00)
Paw Paw	yes (5g \$26.00)	no	no
Blue Beech	yes (5g \$22.00)	no	yes (7g \$75.00)
Bitternut Hickory	yes (5g \$26.00)	no	yes (7g \$89.00)
Shagbark Hickory	yes (5g \$26.00)	no	yes (5g \$49.00)
Redbud	yes (5g \$22.00)	yes (7g \$63.15)	no
Pagoda Dogwood	yes (5g \$22.00)	yes (7g \$63.15)	yes (1g \$10.00)
Kentucky Coffee Tree	yes (5g \$22.00)	no	yes (burlap \$180.00)
Persimmon	yes (5g \$22.00)	no	no
Sweet Gum	yes (1g \$5.00)	no	no
American Plum	yes (5g \$22.00)	no	yes (5g \$49.00)
White Oak	yes (5g \$22.00)	no	no
Swamp White Oak	yes (5g \$22.00)	no	yes (1g \$14.00)
Hill's Oak	yes (5g \$22.00)	no	no
Shingle Oak	yes (5g \$22.00)	no	no
Bur Oak	yes (5g \$22.00)	no	yes (1g \$12.00)
Chinquapin Oak	yes (5g \$22.00)	no	yes (burlap \$197.00)
Pin Oak	yes (5g \$22.00)	no	no
Red Oak	yes (5g \$22.00)	no	limited (1g \$14.00)
Sassafras	no	no	no
Wahoo	no	no	no
Common Witchhazel	yes (1g \$12.00)	no	no
Ninebark	yes (5g \$19.50)	no	yes (1g \$10.00)
American Plum	yes (5g \$19.50)	no	no
Nannyberry Viburnum	yes (5g \$19.50)	yes (5g \$19.35)	yes (1g \$14.00)
Blackhaw	yes (1g \$7.00)	no	no
American Filbert	yes (5g \$19.50)	no	no
Spicebush	yes (5g \$20.00)	yes (5g \$21.05)	no
Yellow Honeysuckle	yes (5g \$17.00)	no	no
Elderberry	yes (5g \$19.50)	limited (5g \$21.45) -2	yes (5g \$36.00)
Bladdernut	yes (5g \$19.50)	no	yes (1g \$12.00)
Maple Leaf Viburnum	yes (1g \$12.00)	no	no
Arrowwood Viburnum	yes (1g \$6.00)	yes (5g \$19.35)	yes (1g \$10.00)

Possibility Place Nursery
7548 W. Monee-Manhattan Rd.
Monee, IL 60449

Quote

Invoice #: 00118045


(708) 534-3988

Phone: 630-553-4131 jason

Fax: 630-553-4023

Bill To:
KENDALL COUNTY FOREST PRESERVE
110 W MADISON ST
YORKVILLE, IL 60460

Ship To:
KENDALL COUNTY FOREST PRESERVE
110 W MADISON ST
YORKVILLE, IL 60460

SALESPERSON		YOUR NO.	SHIP VIA	COL	PPD	SHIP DATE	TERMS	DATE	PG.	
KELSAY SHAW							Net 30	8/28/20	1	
QTY.	ITEM NO.	DESCRIPTION			PRICE	UNIT	LOCATTON	DISC %	EXTENDED PRICE	TX.
10	ACESACC5G19	ACER SACCHARUM Sugar Maple			\$22.00	5GAL			\$220.00	
25	ASITRIL-GAL	ASIMINA TRILOBA Paw Paw			\$12.00	#1 GA			\$300.00	
2	ASITRIL5G19	ASIMINA TRILOBA Paw Paw			\$26.00	5GAL			\$52.00	
10	CARCARO-GA	CARPINUS CAROLINIANA Blue Beech			\$8.00	#1 GA			\$80.00	
2	CARCARO5G1	CARPINUS CAROLINIANA Blue Beech			\$22.00	5GAL			\$44.00	
10	CARCORD-GA	CARYA CORDIFORMIS Bitternut Hickory			\$15.00	#1 GA			\$150.00	
2	CARCORD5G1	CARYA CORDIFORMIS Bitternut Hickory			\$26.00	5GAL			\$52.00	
15	CAROVAT-GAI	CARYA OVATA Shagbark Hickory			\$15.00	#1 GA			\$225.00	
2	CAROVAT5G19	CARYA OVATA Shagbark Hickory			\$26.00	5GAL			\$52.00	
15	CERCANA-GAJ	CERCIS CANADENSIS Red Bud			\$8.00	#1 GA			\$120.00	
							A 1.8% PER MONTH FINANCE CHARGE WILL BE ADDED TO		SALE AMT. FREIGHT SALES TAX TOTAL AMT. PAID TODAY	
NOTE: ALL KNIT FABRIC IN-GROUND CONTAINERS (ROOT BAGS) AND BURLAP MUST BE REMOVED FROM PLANT MATERIAL BEFORE PLANTING.							BALANCE DUE			
Signature: _____										

Possibility Place Nursery
7548 W. Monee-Manhattan Rd.
Monee, IL 60449

Quote

Invoice #: 00118045


(708) 534-3988

Phone: 630-553-4131 jason

Fax: 630-553-4023

Bill To:
KENDALL COUNTY FOREST PRESERVE
110 W MADISON ST
YORKVILLE, IL 60460

Ship To:
KENDALL COUNTY FOREST PRESERVE
110 W MADISON ST
YORKVILLE, IL 60460

SALESPERSON		YOUR NO.	SHIP VIA	COL	PPD	SHIP DATE	TERMS	DATE	PG.
KELSAY SHAW							Net 30	8/28/20	2
QTY.	ITEM NO.	DESCRIPTION	PRICE	UNIT	LOCATION	DISC %	EXTENDED PRICE	TX.	
2	CERCANA5G19	CERCIS CANADENSIS Redbud	\$22.00	5GAL			\$44.00		
10	CORALTE5G19	CORNUS ALTERNIFOLIA Pagoda Dogwood	\$22.00	5GAL			\$220.00		
5	GYMDIOI-GAL	GYMNOCLADUS DIOICUS	\$8.00	#1 GA			\$40.00		
2	GYMDIOI5G19	Kentucky Coffee Tree GYMNOCLADUS DIOICUS	\$22.00	5GAL			\$44.00		
5	DIOVIRG-GAL	Kentucky Coffeetree DIOSPYROS VIRGINIANA	\$8.00	GAL			\$40.00		
2	DIOVIRG5G19	Persimmon DIOSPYROS VIRGINIANA	\$22.00	5GAL			\$44.00		
5	LIQSTYR-GAL	Persimmon LIQUIDAMBAR STYRACIFLUA	\$8.00	#1 GA			\$40.00		
50	PRUAMER-GA	Sweet Gum PRUNUS AMERICANA	\$8.00	#1 GA			\$400.00		
2	PRUAMER5G21	American Plum PRUNUS AMERICANA	\$22.00	5GAL			\$44.00		
						A 1.8% PER MONTH FINANCE CHARGE WILL BE ADDED TO		SALE AMT. FREIGHT SALES TAX TOTAL AMT. PAID TODAY	
						NOTE: ALL KNIT FABRIC IN-GROUND CONTAINERS (ROOT BAGS) AND BURLAP MUST BE REMOVED FROM PLANT MATERIAL BEFORE PLANTING.			
Signature: _____									

Possibility Place Nursery

7548 W. Monee-Manhattan Rd.
Monee, IL 60449

(708) 534-3988

Quote

Invoice #: 00118045

Phone: 630-553-4131 jason


Fax: 630-553-4023

Bill To:

KENDALL COUNTY FOREST PRESERVE
110 W MADISON ST
YORKVILLE, IL 60460

Ship To:

KENDALL COUNTY FOREST PRESERVE
110 W MADISON ST
YORKVILLE, IL 60460

SALESPERSON		YOUR NO.	SHIP VIA	COL	PPD	SHIP DATE	TERMS	DATE	PG.	
KELSAY SHAW							Net 30	8/28/20	3	
QTY.	ITEM NO.	DESCRIPTION			PRICE	UNIT	LOCATION	DISC %	EXTENDED PRICE	TX.
15	QUEALBA-GAI	American Plum QUERCUS ALBA White oak			\$8.00	#1 GA			\$120.00	
2	QUEALBASG19	QUERCUS ALBA White Oak			\$22.00	5GAL			\$44.00	
50	QUEBICO-GAL	QUERCUS BICOLOR Swamp White Oak			\$8.00	#1 GA			\$400.00	
2	QUEBICO5G19	QUERCUS BICOLOR Swamp White Oak			\$22.00	5GAL			\$44.00	
20	QUEELLI-GAL	QUERCUS ELLIPSOIDALIS Hill's oak			\$8.00	#1 GA			\$160.00	
2	QUEELLI5G20	QUERCUS ELLIPSOIDALIS Hill's Oak			\$22.00	5GAL			\$44.00	
10	QUEIMBR-GAI	QUERCUS IMBRICARIA Shingle oak			\$8.00	#1 GA			\$80.00	
2	QUEIMBR5G19	QUERCUS IMBRICARIA Shingle Oak			\$22.00	5GAL			\$44.00	
35	QUEMACR-GA	QUERCUS MACROCARPA Bur Oak			\$8.00	#1 GA			\$280.00	
							A 1.8% PER MONTH FINANCE CHARGE WILL BE ADDED TO		SALE AMT. FREIGHT SALES TAX TOTAL AMT. PAID TODAY	
Signature: _____							NOTE: ALL KNIT FABRIC IN-GROUND CONTAINERS (ROOT BAGS) AND BURLAP MUST BE REMOVED FROM PLANT MATERIAL BEFORE PLANTING.		BALANCE DUE	

Possibility Place Nursery

7548 W. Monee-Manhattan Rd.

Monee, IL 60449

(708) 534-3988

Quote

Invoice #: 00118045

Phone: 630-553-4131 jason

Fax: 630-553-4023

Bill To:

KENDALL COUNTY FOREST PRESERVE

110 W MADISON ST


YORKVILLE, IL 60460

Ship To:

KENDALL COUNTY FOREST PRESERVE

110 W MADISON ST

YORKVILLE, IL 60460

SALESPERSON		YOUR NO.	SHIP VIA	COL	PPD	SHIP DATE	TERMS	DATE	PG.
KELSAY SHAW							Net 30	8/28/20	4
QTY.	ITEM NO.	DESCRIPTION	PRICE	UNIT	LOCATION	DISC %	EXTENDED PRICE	TX.	
2	QUEMACR5G1	QUERCUS MACROCARPA Bur Oak	\$22.00	5GAL			\$44.00		
20	QUEMUEH-GA	QUERCUS MUEHLENBERGII Chinquapin Oak	\$8.00	#1 GA			\$160.00		
2	QUEMUEH5G1	QUERCUS MUEHLENBERGII Chinquapin Oak	\$22.00	5GAL			\$44.00		
20	QUEPALU-GAI	QUERCUS PALUSTRIS Pin Oak	\$8.00	#1 GA			\$160.00		
2	QUEPALU5G18	QUERCUS PALUSTRIS Pin Oak	\$22.00	5GAL			\$44.00		
5	HAMVIRG-GAI	HAMAMELIS VIRGINIANA Common Witch Hazel **ONLY 5 OF REQUESTED 10 ARE AVAILABLE**	\$12.00	#1 GA			\$60.00		
30	PHYOPUL-GAI	PHYSOCARPUS OPULIFOLIUS Ninebark	\$6.00	#1 GA			\$180.00		
						<p>A 1.8% PER MONTH FINANCE CHARGE WILL BE ADDED TO</p> <p>NOTE: ALL KNIT FABRIC IN-GROUND CONTAINERS (ROOT BAGS) AND BURLAP MUST BE REMOVED FROM PLANT MATERIAL BEFORE PLANTING.</p>		<p>SALE AMT. FREIGHT SALES TAX TOTAL AMT. PAID TODAY</p>	
Signature: _____						BALANCE DUE			

Possibility Place Nursery

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YORKVILLE, IL 60460

SALESPERSON		YOUR NO.	SHIP VIA	COL	PPD	SHIP DATE	TERMS	DATE	PG.
KELSAY SHAW							Net 30	8/28/20	5
QTY.	ITEM NO.	DESCRIPTION	PRICE	UNIT	LOCATION	DISC %	EXTENDED PRICE	TX.	
2	PHYOPUL5G2C	PHYSOCARPUS OPULIFOLIUS Ninebark	\$19.50	5GAL			\$39.00		
10	VIBLENT5G19	VIBURNUM LENTAGO Nannyberry	\$19.50	5GAL			\$195.00		
5	VIBPRUN-GAL	VIBURNUM PRUNIFOLIUM Blackhaw viburnum	\$7.00	#1 GA			\$35.00		
10	CORAMER-GA	CORYLUS AMERICANA American Filbert	\$6.00	#1 GA			\$60.00		
2	CORAMER5G1	CORYLUS AMERICANA American Hazelnut	\$19.50	5GAL			\$39.00		
50	LINBENZ-GAL	LINDERA BENZOIN Spicebush	\$8.00	#1 GA			\$400.00		
2	LINBENZ5G20	LINDERA BENZOIN Spicebush	\$20.00	5GAL			\$40.00		
10	LONRETI-GAL	LONICERA RETICULATA (LONICERA PROLIFERA) Yellow Twining	\$5.50	#1 GA			\$55.00		
2	LONRETI5G19	Honeysuckle LONICERA RETULATA Yellow Honeysuckle	\$17.00	5GAL			\$34.00		
						A 1.8% PER MONTH FINANCE CHARGE WILL BE ADDED TO		SALE AMT. FREIGHT SALES TAX TOTAL AMT. PAID TODAY	
						NOTE: ALL KNIT FABRIC IN-GROUND CONTAINERS (ROOT BAGS) AND BURLAP MUST BE REMOVED FROM PLANT MATERIAL BEFORE PLANTING.			
Signature: _____							BALANCE DUE		

Possibility Place Nursery

7548 W. Monee-Manhattan Rd.

Monee, IL 60449

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Quote

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YORKVILLE, IL 60460

Ship To:

KENDALL COUNTY FOREST PRESERVE

110 W MADISON ST

YORKVILLE, IL 60460

SALESPERSON		YOUR NO.	SHIP VIA	COL	PPD	SHIP DATE	TERMS	DATE	PG.
KELSAY SHAW							Net 30	8/28/20	6
QTY.	ITEM NO.	DESCRIPTION	PRICE	UNIT	LOCATION	DISC %	EXTENDED PRICE	TX.	
10	SAMNIGR-GAI	SAMBUCUS NIGRA VAR. CANADENSIS Elderberry	\$6.00	#1 GA			\$60.00		
2	SAMNIGR5G19	SAMBUCUS NIGRA VAR. CANADENSIS Elderberry	\$19.50	5GAL			\$39.00		
10	STATRIF-GAL	STAPHYLEA TRIFOLIA Bladdernut	\$6.00	#1 GA			\$60.00		
2	STATRIF5G19	STAPHYLEA TRIFOLIA Bladdernut	\$19.50	#5GA			\$39.00		
	VIBACER-GAL	VIBURNUM ACERIFOLIUM Maple-leaved viburnum **ITEM NO LONGER AVAILABLE**		#1 GA					
10	VIBDENT-GAL	VIBURNUM DENTATUM Arrowwood Viburnum	\$6.00				\$60.00		
						A 1.8% PER MONTH FINANCE CHARGE WILL BE ADDED TO		SALE AMT. \$5,274.00 FREIGHT \$0.00 SALES TAX \$0.00 TOTAL AMT. \$5,274.00 PAID TODAY \$0.00	
NOTE: ALL KNIT FABRIC IN-GROUND CONTAINERS (ROOT BAGS) AND BURLAP MUST BE REMOVED FROM PLANT MATERIAL BEFORE PLANTING.						BALANCE DUE \$5,274.00			
Signature: _____									

To: Kendall County Forest Preserve District Board of Commissioners

From: David Guritz

RE: ComEd Green Region Woodland Edge Mix Seed Purchase

**Pickerill-Pigott Phase I OSLAD Project Woodland Edge and Pollinator Prairie
Seed Mix Purchase**

Date: September 1, 2020

Specifications for a woodland edge seed mix were sent out to three suppliers: Genesis Nursery in Tampico, Illinois; Prairie Moon Nursery of Winona, MN, and Spence Restoration Nursery of Muncie, Indiana.

Cost per acre per mix specification:

Prairie Moon Nursery: \$1,262.75 per acre

Spence Restoration Nursery: \$1,675.26 per acre

Genesis Nursery provided the low quote for the woodland edge seed mix of \$792.00 per acre. 12.62-acres are needed for the ComEd Green Region project that will be reimbursed to the District, with an additional 5-acres needed for the Pickerill-Pigott OSLAD Phase I Project's plan for restoration.

Fox River Bluffs: 12.62-acres X \$792.00 = \$9,995.04

Pickerill-Pigott: 5.0-acres X \$792.00 = \$3,960.00

Total Woodland Edge Seed Mix: \$13,955.04

Separately, Genesis Nursery extended a lower price per acre price of \$902.00/acre for the low-grow pollinator seed mix purchased earlier this year for Fox River Bluffs and Hoover Forest Preserve. 4.5-acres of this mix is needed for the Pickerill-Pigott OSLAD Phase I Project's plan for restoration:

Pickerill-Pigott: 4.5-acres X \$902.00 = \$4,059.00

Recommendations:

1. Consider a motion to approve the purchase of woodland edge seed mix from Genesis Nursery of Tampico, IL for a total cost not-to-exceed \$13,955.04.
2. Consider a motion to approve the purchase of low-grow pollinator seed mix from Genesis Nursery of Tampico, IL for a total cost not-to-exceed \$4,059.00.



August 3, 2020
Kendall County Forest Preserve District
110 W. Madison Street
Yorkville, IL. 60560

Re: Fox River Bluffs/Hoover & Pickerill-Pigott Seed Mixture Quote 19767

To Whom It May Concern:

This letter constitutes Seed Quote #19767 for both the Fox River Bluffs/Hoover Project and the Pickerill-Pigott Project. Pricing follows:

FOX RIVER BLUFFS/HOOVER

12.62-acres GNI Dry Mesic Savanna Open Woods with Flowers Mix (Standard Catalog Version) @ \$792/acre= \$9,995.04

ESTIMATED TOTAL FOX RIVER BLUFFS/HOOVER= \$9,995.04

PICKERILL-PIGOTT

5-acres GNI Dry Mesic Savanna Open Woods with Flowers Mix (Standard Catalog Version) @ \$792/acre= \$3,960.00
4.5-acres Kendall Co., FPD Pollinator Seed Mix @ \$902/acre= \$4,059.00

ESTIMATED TOTAL PICKERILL-PIGOTT= \$8,019.00

Pricing does not include shipping charges or any applicable taxes. Pricing is based on Kendall County Forest Preserve District picking the seed up at our location. If Genesis Nursery has to deliver the seed then the delivery fee will be \$200 per drop.

Please do not hesitate to contact us with any questions/concerns.

Respectfully,

Will Powers

Genesis Nursery, Inc.

Dry Mesic Savanna Open Woods with Flowers Mix
 Genesis Nursery, Inc. Tampico, IL
 Illinois Permit # 3669
 PLS where applicable
 August 11, 2020

Not for de novo tree plantings! A grass, sedge, rush, and forb seed mix for open woodlands or woodland edges. Must have filtered sunlight or shade with several hours of direct sunlight every day. Many species will not persist or perform well in full sun or deep shade Best dormant seeded.

Species	Common Name	lb/ac
<i>Agastache nepetoides</i>	Yellow Giant Hyssop	0.016
<i>Agastache scrophulariaefolia</i>	Purple Giant Hyssop	0.016
<i>Agrostis perennans</i>	Upland Bent	0.031
<i>Anemone virginiana</i>	Tall Anemone	0.031
<i>Aquilegia canadensis</i>	Columbine	0.006
<i>Baptisia lactea</i> * <i>B alba macrophylla</i> *	White Indigo	0.125
<i>Bromus latiglumis</i> (<i>B altissimus</i>)	Ear Leaf Brome	0.250
<i>Campanulastrum americana</i> (<i>Campanula a</i>)	Tall Bellflower	0.006
<i>Carex brevior</i>	Shorter Sedge	0.250
<i>Clematis virginiana</i>	Virgin's Bower	0.031
<i>Diarrhena americana</i>	Beak Grass	0.031
<i>Echinacea purpurea</i>	Purple Coneflower	1.000
<i>Elymus canadensis</i>	Canada Rye	1.000
<i>Elymus hystrix</i> (<i>Hystrix patula</i>)	Bottlebrush Grass	0.031
<i>Elymus villosus</i>	Silky Rye	3.000
<i>Elymus virginicus</i>	Virginia Rye	1.000
<i>Eutrochium purpureum</i> (<i>Eupatorium p</i>)	Purple Joeypyeweed	0.031
<i>Festuca subverticillata</i> (<i>F obtusa</i>)	Nodding Fescue	0.250
<i>Glyceria striata</i>	Fowl Manna Grass	0.062
<i>Hypericum ascyron</i> (<i>H pyramidatum</i>)	Great St John'swort	0.016
<i>Juncus dudleyi</i>	Dudley's Rush	0.062
<i>Lobelia siphilitica</i>	Great Blue Lobelia	0.016
<i>Maianthemum racemosum</i> (<i>Smilacina r</i>)	Feathery False Solomons Seal	0.006
<i>Penstemon digitalis</i>	Foxglove Beardtongue	0.125
<i>Polygonatum biflorum commutatum</i> (<i>P canaliculatum</i>)	Smooth Solomons Seal	0.016
<i>Pycnanthemum pilosum</i>	Hairy Mt Mint	0.016
<i>Pycnanthemum tenuifolium</i>	Slender Mt Mint	0.094
<i>Ratibida pinnata</i>	Yellow Coneflower	0.188
<i>Rosa blanda</i>	Early Wild Rose	0.015
<i>Rudbeckia hirta</i>	Blackeyed Susan	0.250
<i>Rudbeckia triloba</i>	Browneyed Susan	0.125
<i>Silphium integrifolium</i>	Rosin Weed	0.125
<i>Asclepias incarnata</i>	Swamp Milkweed	0.125
<i>Solidago juncea</i>	Early Goldenrod	0.094
<i>Solidago ulmifolia</i>	Elmleafed Goldenrod	0.188
<i>Symphotrichum drummondii</i> (<i>Aster d</i>)	Drummonds Aster	0.063
<i>Symphotrichum lateriflorum</i> (<i>Aster l</i>)	Calico Aster	0.031
<i>Symphotrichum shortii</i> (<i>Aster s</i>)	Shorts Aster	0.188
<i>Symphotrichum urophyllum</i> (<i>Aster sagittifolius</i>)	Arrowleaf Aster	0.062
<i>Teucrium canadense</i>	Germander	0.062
<i>Tradescantia ohioensis</i>	Ohio Spiderwort	0.016
<i>Verbena hastata</i>	Blue Vervain	0.063
<i>Verbena urticifolia</i>	White Vervain	0.063
<i>Veronicastrum virginicum</i>	Culvers Physic	0.031
<i>Zizia aurea</i>	Golden Alexander	0.062
v012312	*	*
total	*	9.269

Prairie Moon Nursery
 32115 Prairie Lane
 Winona, MN 55987
 866 417-8156
 www.prairiemoon.com

KENDALL CO FOREST PRESERVE DISTRICT DRY MESIC SAVANNA 18 ACRES

#24672 CUSTOM

\$22,249.71 Page 1

FORBS

Description	Qty	# Seeds	Comment	/sq. ft.	% by ct.
Agastache nepetoides Yellow Giant Hyssop	4.608 OZ	414,720		0.5	0.33
Agastache scrophulariaefolia Purple Giant Hyssop	4.608 OZ	428,544		0.5	0.34
Anemone virginiana Tall Thimbleweed	8.928 OZ	249,984		0.3	0.20
Aquilegia canadensis Columbine	1.728 OZ	65,664		0.1	0.05
Asclepias incarnata Rose Milkweed	2.250 LB	172,800		0.2	0.14
Baptisia alba White Wild Indigo	4.500 LB	122,400		0.2	0.10
Campanula americana Tall Bellflower	1.728 OZ	293,760		0.4	0.23
Echinacea purpurea Purple Coneflower	18.000 LB	1,900,800		2.4	1.51
Eutrochium purpureum Sweet Joe Pye Weed	8.928 OZ	374,976		0.5	0.30
Hypericum pyramidatum Great St. John's Wort	4.608 OZ	875,520		1.1	0.69
Lobelia siphilitica Great Blue Lobelia	4.608 OZ	2,304,000		2.9	1.83
Malianthemum racemosum Solomon's Plume	1.728 OZ	691		0.0	0.00
Penstemon digitalis Foxglove Beardtongue	2.250 LB	4,880,000		6.0	3.71
Pycnanthemum tenuifolium Slender Mountain Mint	1.692 LB	10,233,216		13.1	8.12
Pycnanthemum verticillatum var. pilosum Hairy Mountain Mint	4.608 OZ	852,480		1.1	0.68
Ratibida pinnata Yellow Coneflower	3.384 LB	1,624,320		2.1	1.29
Rudbeckia hirta Black-eyed Susan	4.500 LB	6,624,000		8.4	5.26
Rudbeckia triloba Brown-eyed Susan	2.250 LB	1,224,000		1.6	0.97
Silphium integrifolium Rosin Weed	2.250 LB	43,200		0.1	0.03
Solidago juncea Early Goldenrod	1.692 LB	7,850,880		10.0	6.23
Solidago ulmifolia Elm-leaved Goldenrod	3.384 LB	7,038,720	POSSIBLE AFTER HARVEST	9.0	5.59
Symphotrichum drummondii Drummond's Aster	1.134 LB	1,461,520	DOUBTFUL	1.9	1.15
Symphotrichum lateriflorum Calico Aster	8.928 OZ	2,232,000	PROBABLY AFTER HARVEST	2.8	1.77
Totals of FORBS :	811.584 OZ 50.724 LB	#51,058,195			40.53

TREES, SHRUBS & VINES

Description	Qty	# Seeds	Comment	/sq. ft.	% by ct.
Clematis virginiana Virgin's Bower	8.928 OZ	142,848		0.2	0.11
Rosa blanda Early Wild Rose	4.320 OZ	11,232		0.0	0.01
Totals of TREES, SHRUBS & VINES :	13.248 OZ 0.828 LB	#154,080			0.12

GRASSES, SEDGES & RUSHES

Description	Qty	# Seeds	Comment	/sq. ft.	% by ct.
Agrostis perennans Upland Bent Grass	8.928 OZ	4,484,000		5.7	3.54

Quote



Opportunity: P000002338

Quoted Date: 8/14/2020

Description: SEED MIX

Quote Expiration Date: 9/13/2020

Company: C000000275

KENDALL COUNTY
FOREST PRESERVE
DISTRICT
110 W MADISON ST
YORKVILLE IL 60560

Salesperson: JAMES KEITH

Phone: 765-286-7154

Fax: 765-286-0264

Terms:

Email: SALES@SPENCENURSERY.
COM

Type	Item Description	Quantity	UM	Unit Price Unit Of Rate	Ext Price
Sales Order	SMCUSTOM MESIC SAVANNA SEED MIX	18.00	AC	1,675.26	30,154.68

Quoted Total:	30,154.68
Freight:	0.00
Sales Tax1:	0.00
Quoted Net:	30,154.68

KENDALL CO. FPD, POLLINATOR SEED MIX, 59-ACRES

FORBS								Approved Substitutions	Common Name
Description	% by wt.	OZ PER ACRE	POUNDS FOR 59-ACRES	# SEEDS PER ACRE	# SEEDS PER 59-ACRES	/sq. ft.	% by ct.		
Allium stipitatum (Purple Onion)	0.983	1	5,697.5	11,000	658,000	0.3	0.18	Allium carinatum	Nodding wild onion
Aeschylus incarnata (Rose Milkweed)	1.973	2	7,973	8,800	588,400	0.2	0.18		
Aeschylus pyramis (Common Milkweed)	1.984	1.8	9,309.3	8,000	754,000	0.3	0.08		
Aeschylus tuberosa (Butterfly Weed)	0.989	1	1,987.5	4,300	258,700	0.3	0.05		
Aedonina verticillata (Whorled Milkweed)	1.925	2	7,973	22,000	1,258,000	0.5	0.81	Aedonina canadensis	Canada milk witch
Aster laevis (Smooth Blue Aster)	0.989	1	1,987.5	55,000	3,264,000	1.8	0.78		
Aster latiflorus (Calico Aster)	0.981	0.5	1,843.75	125,000	7,875,000	2.9	1.74	Aster aspera	Rough blazing star
Aster novae-angliae (New England Aster)	0.989	1	1,987.5	80,000	4,720,000	1.8	1.14		
Aster alba (White Wild Indian)	0.981	0.5	1,843.75	150	50,150	0	0.01		
Chamaechaenicium (Pachyramis Pan)	1.913	3	18,437.5	18,500	788,500	0.8	0.19		
Chlorum filicoides (Panicum Filicide)	0.981	0.5	1,843.75	8,200	51,800	0.1	0.04	Veronica missouriensis	Common Ironweed
Cirsium lanceolatum (Lance-leaf Composite)	2.153	3	11,092.5	60,000	3,540,000	1.4	0.82		
Dalea purpurea (Purple Prairie Clover)	2.153	3	11,092.5	48,000	2,658,000	1	0.62		
Echinacea pallida (Pale Purple Coneflower)	2.153	3	11,092.5	15,600	930,400	0.4	0.22		
Echinacea purpurea (Purple Coneflower)	1.925	2	7,973	18,200	728,800	0.8	0.18		
Fragaria virginiana (Wild Strawberry)	1.925	2	7,973	13,000	388,000	0.8	0.21		
Gaura bicolorata (Lance-leaved Gaura)	0.981	0.5	1,843.75	1,950	79,650	0	0.02	Heliopsis scaberrima	Felted sunflower
Heliopsis scaberrima (Showy Sunflower)	0.261	0.25	0,921.875	1,000	38,000	0	0.01		
Lespedeza cuneata (Round-headed Bush Clover)	0.981	0.5	1,843.75	4,000	238,000	0.1	0.06		
Liatris scariosa (Blazing Star)	1.925	2	7,973	20,000	1,180,000	0.5	0.28	Liatris aspera	Rough blazing star
Liatris pycnostachya (Purple Blazing Star)	1.925	2	7,973	22,000	1,268,000	0.5	0.31		
Liatris alba (Star Blue Liatris)	0.981	1	1,987.5	80,000	20,320,000	11.5	4.94		
Manisuris fibulosa (White Broomrape)	0.481	0.5	1,843.75	98,000	2,088,000	0.8	0.49		
Parthenium integrifolium (White Chulinea)	0.261	0.25	0,921.875	1,750	104,250	0	0.02		
Penstemon digitalis (Penslove Beardtongue)	0.983	1	1,987.5	130,000	7,870,000	3	1.80		
Peperomia verticillata var. alba (White Mountain Mint)	1.925	2	7,973	570,000	21,830,000	8.5	5.14		
Peperomia virginiana (Mountain Mint)	0.481	0.5	1,843.75	110,000	8,800,000	2.8	1.53		
Rudbeckia hirta (Black-eyed Susan)	0.481	0.5	1,843.75	13,000	1,180,000	0.9	0.21		
Rudbeckia triloba (Brown-eyed Susan)	3.773	6	22,132.5	952,000	57,568,000	32.2	7.85		
Rudbeckia triloba (Brown-eyed Susan)	0.261	0.25	0,921.875	8,500	501,500	0.2	0.12	Diapensium riparium	Spr. goldenrod
Solidago meridionalis (Late Flower)	0.608	0.68	2,923.25	107,000	6,318,500	2.8	1.49		
Solidago luncea (Early Goldenrod)	0.481	0.5	1,843.75	148,000	8,885,000	3.3	2.01		
Solidago speciosa (Showy Goldenrod)	0.481	0.5	1,843.75	47,500	2,802,500	1.1	0.66		
Tradescantia virginiana (Olive Spiderwort)	2.988	3	14,062.5	28,000	1,418,000	0.8	0.89		
Veronica stricta (Hairy Veronica)	0.989	1	1,987.5	21,000	1,020,000	0.8	0.89		
Veronica stricta (Hairy Veronica)	0.481	0.5	1,843.75	600,000	28,800,000	9.2	5.55		
Zizia aurea (Golden Alexander)	2.153	3	11,092.5	38,000	1,847,000	0.8	0.46		
Totals for FORBS :	59.812	59.88	204,218.8	8,034,430	178,062,500	89.7	49.18		

TREES, SHRUBS & VINES

Description	% by wt.	OZ PER ACRE	POUNDS FOR 59-ACRES	# SEEDS PER ACRE	# SEEDS PER 59-ACRES	/sq. ft.	% by ct.
Ampelopsis racemosa (Red Pinel)	0.983	1	5,697.5	18,000	944,000	0.4	0.22
Totals for TREES, SHRUBS & VINES :	0.983	1	5,697.5	18,000	944,000	0.4	0.22

GRASSES, SEDGES & RUSHES

Description	% by wt.	OZ PER ACRE	POUNDS FOR 59-ACRES	# SEEDS PER ACRE	# SEEDS PER 59-ACRES	/sq. ft.	% by ct.
Sporobolus cucullatus (Slip-cup Grass PLS)	18.402	1.6	95	95,000	5,654,000	2.2	1.38
Panicum canadense (Canada Wild Rye PLS)	6.728	7	25,812.5	35,000	2,147,800	0.8	0.51
Luzula distachya (Hardier's Rush)	0.989	1	1,987.5	9,200,000	163,800,000	79.8	44.49
Koeleria macrantha (Luna Grass PLS)	2.407	2.3	9,218.75	500,000	29,500,000	11.5	6.94
Schizachyrium scoparium (Little Bluestem PLS)	19.402	1.6	95	240,000	14,160,000	5.8	3.39
Sporobolus harringtonii PLS (Prairie Duesseed PLS)	4.613	3	18,437.5	80,000	4,720,000	1.8	1.11
Totals for GRASSES, SEDGES & RUSHES :	49.726	47.3	178,150.3	4,152,400	244,991,800	98.3	57.85
Totals for the mix :	100.000	109.88	383,079.1	7,207,830	424,984,100	188.4	100.00

BILL OF SALE

Property: "Dante" (Thoroughbred gelding)

Condition: As is, with no known medical issues. Approximate age: 16

Seller: Candice Van Voorst
5867 West 1000 North Rd
Kankakee, IL 60901

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

Date of Commission Approval:

Conditions of Acceptance/ No Warranty: For two-thousand dollars (\$2,000.00) consideration to be paid in hand following a thirty-day (30) trial period, the Seller, Candice Van Voorst of Kankakee, Illinois hereby transfers, assigns and delivers any and all right, title and interest to the Kendall County Forest Preserve District, and the Purchaser, Kendall County Forest Preserve District, hereby accepts all right, title and interest in the Property subject to the following terms and conditions:

1. Purchaser will pickup Property from the Seller's stable, and Seller agrees to allow a thirty-day (30) trial period that shall commence on the first day following delivery to the Ellis House and Equestrian Center located at 13986 McKanna Road in Minooka, IL 60447 on or around September 2, 2020.
2. Upon successful conclusion of the thirty-day (30) trial period, Seller, Candice Van Voorst, is entitled to either receive payment-in-hand of \$2,000.00 representing payment in full for "Dante", a 16-year old thoroughbred gelding, and the Purchaser, Kendall County Forest Preserve District, shall accept full and complete responsibility for said property from the date the Property is accepted by the Kendall County Forest Preserve District, or will transport "Dante" from the Kendall County Forest Preserve District's Ellis House and Equestrian Center to the Seller's stable.
3. The Seller is not a seller of horses and disclaims to the fullest extent authorized by law any and all warranties, promises, whether express or implied, including warranties of merchantability and or fitness for a particular use and makes no promises, warranties or other representations regarding the horse's conditions at the time of transfer, and by accepting the Property after a thirty-day (30) trial period, the Purchaser accepts the Property "as is".

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

Kendall County Forest Preserve District, Illinois

Candice Van Voorst, Kankakee, Illinois:

Judy Gilmour, President

Candice Van Voorst, Kankakee, Illinois

To: Kendall County Forest Preserve District Board of Commissioners
From: David Guritz, Executive Director
RE: Millbrook Bridge Removal Project – Field Report on Superstructure Destabilization and Emergency Tear-Down, Public Safety Measures, and Permitting Authority Responses
Date: September 1, 2020

Andy Moore, Project Manager from “D.” Construction, Inc., and Steve Megginson, PE, SE and Vice President with Hampton Lenzini and Renwick Inc. (HLR, Inc.) will present a report on the pre-demolition activities that lead to the emergency tear down of the historic Millbrook Bridge on Tuesday, August 25, 2020.

The “D.” Construction, Inc. work crew, following removal of the bridge’s deck planks, reported movement in the superstructure members, entered the Fox River with construction equipment, and began to remove the superstructure. Removal was completed approximately 7:00 pm.

Following removal on Tuesday, KenCom was contacted to install police line tape at the Shuh Shuh Gah Canoe Launch Area, and the abutment approaches. The Kendall County Sheriff’s Office increased patrols of the area due to site safety concerns with the bridge debris pile at the canoe launch area.

On Wednesday, August 26, temporary fencing was installed, and work began on removal of the structural steel, and installation of shoreline protection stone.

An initial survey for State listed fish species, in-stream debris, and noted impacts to the nearby island was completed, with a report sent to permitting agencies.

On Thursday, August 27, the District released an Official Statement (attached). Improved temporary fencing was installed at the approaches to the abutments.

Cleanup and shoreline armoring was completed by Friday, August 28, 2020.

A Fox River Water Trail hazard advisory was also released on Friday, August 28, 2020 due to the presence of debris from removal activities that will need to be documented and addressed. The District is working to place an order for warning buoys that will be installed both upstream and downstream of the construction activity area.

A representative from the US Army Corps of Engineers inspected the site on Monday, August 31, 2020, and has requested an incident report for the permit file. The IDNR – Office of Water Resources has requested a final report once the in-stream debris is removed. There is no additional permit needs anticipated at this juncture.

HLR, Inc. has submitted proposals for completing in-stream surveys to document and map the extent of submerged debris remaining that will be presented for review and discussion by Commission.

The Shuh Shuh Gah Canoe Launch Area will remain closed until the permanent abutment approach barrier and hazard signage is in place.

KENDALL COUNTY FOREST PRESERVE DISTRICT

HISTORIC KENDALL COUNTY COURTHOUSE 110 WEST MADISON STREET YORKVILLE, IL 60560

Kendall County Forest Preserve District - Media Contact
David Guritz, Executive Director
630-553-4025
kcforest@co.kendall.il.us

August 27, 2020

OFFICIAL STATEMENT

Millbrook Bridge Removal Project Bridge Superstructure Destabilization and Emergency Removal

The Millbrook Bridge spans the Fox River near Millbrook, Illinois. Kendall County Forest Preserve District bid the removal project in early 2020, with a subsequent award of contract to D. Construction, Inc. of Coal City, Illinois.

On August 25, 2020, D. Construction removed the Millbrook Bridge deck planking to begin preparation for the phased-removal of the bridge's steel superstructure.

The permitted, modified in-stream work plan called for use of barges for phased-removal of each of the three spans. Cut sections of the steel structure was to be lowered onto barges, then towed to shore for unloading.

Removal of the deck planking resulted in the destabilization of the structural steel members. The D. Construction field crew reported observing significant movement in the structural members following the removal of the planks. Previous engineering studies have described the Millbrook Bridge superstructure as "fracture-critical," where any breakage in a single structural member could result in total structural failure and collapse.

The D. Construction crew, in the interest of public safety, entered the Fox River with their construction equipment and removed the superstructure from the abutments and piers.

Kendall County Forest Preserve District responded the evening of August 25, 2020 to initially assess public safety concerns. The Kendall County Sheriff's Office surveyed and installed police line tape at both approaches to the bridge.

Barriers with warning signs will be erected at the site to warn the public of safety hazards present by the end of day August 27, 2020.

Kendall County Forest Preserve District reminds the public that the Shuh-Shuh-Gah Canoe launch area is closed to the public until the removal project is completed, and reminds the public not to enter the preserve or approach the construction area, as such action would constitute a violation of the District's General Use Ordinance.

Representatives from HLR Engineering and D. Construction will present a full report at the District's upcoming Commission meeting to be held on September 1, 2020 at 6:00 pm in the Kendall County Administration Building – Second Floor Board Room located at 111 W. Fox Road in Yorkville, Illinois 60560.

END OF OFFICIAL STATEMENT



Hampton, Lenzini and Renwick, Inc.

Civil Engineers • Structural Engineers • Land Surveyors • Environmental Specialists
www.hlrengineering.com

August 28, 2020

Mr. Dave Guritz, Director
Kendall County Forest Preserve District
dguritz@co.kendall.il.us

RE: Proposal for Engineering Services
Millbrook Bridge over the Fox River
Phase III – Channel Inspection Services

Dear Mr. Guritz:

We have prepared this letter to serve as the agreement between the Kendall County Forest Preserve District (Client) and Hampton, Lenzini and Renwick, Inc. (Consultant) for professional engineering services requested relative to the Millbrook Bridge over the Fox River.

The purpose of these services is to inspect the Fox River channel in the vicinity of the Millbrook Bridge foundations for construction debris.

SCOPE OF SERVICES: PHASE II

The Client and Consultant agree to the following list of Phase II Basic Services the Consultant will provide to the Client:

1. Complete underwater inspection of the designated area (500 ft of length) across the full width of the Fox River. This will be done sonar equipment that provides an electronic data file of the riverbed. This information will be plotted on the project drawings to determine the location of objects on the riverbed within the survey limits. Estimated cost \$8900.
2. Complete a manual probe of the designated area (500 ft of length) across the full width of the Fox River. by personnel in a boat. This information will be plotted on the project drawings to determine the location of objects on the riverbed within the survey limits. Estimated cost \$4500.

If agreed to in writing by the Client and Consultant, Additional Services shall be provided and shall be labeled as Exhibit A and appended hereto. Services not set forth above as Basic Services of this Agreement are specifically excluded from the scope of the Consultant's services. The Consultant assumes no responsibility to perform any services not specifically listed.

All the above services are to be performed to the satisfaction and in conformance with the requirements of the Client.

RESPONSIBILITIES OF CLIENT

It is the Consultant's understanding that the Client will provide the use of Forest Preserve property adjacent to the site for Consultant and Contractor access.

380 Shepard Drive
Elgin, Illinois 60123-7010
Tel. 847.697.6700
Fax 847.697.6753

6825 Hobson Valley Drive
Unit 302
Woodridge, Illinois 60517
Tel. 847.697.6700
Fax 847.697.6753

3085 Stevenson Drive
Suite 201
Springfield, Illinois 62703
Tel. 217.546.3400
Fax 217.546.8116

323 West 3rd Street
P.O. Box 160
Mt Carmel, Illinois 62863
Tel. 618.262.8651
Fax 618.263.3327

COMPENSATION

Billing Terms

For our services we will be compensated at the following hourly rates, which will be considered payment in full to Hampton, Lenzini and Renwick, Inc. for actual employee time utilized to provide the required services, said rates include overhead and burden costs plus profit.

The upper limit of compensation will be as proposed in the scope of work items 1 and 2.

Invoices shall be submitted by the Consultant on a monthly basis and payment shall be made in accordance with the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 505/1 *et seq.*).

<u>Grade Classification of Employee</u>	<u>HLR 2020 Hourly Rate</u>
Principal	\$220.00
Engineer 6	185.00
Engineer 5	165.00
Engineer 4	155.00
Engineer 3	145.00
Engineer 2	115.00
Engineer 1	95.00
Structural 2	200.00
Structural 1	160.00
Technician 3	130.00
Technician 2	110.00
Technician 1	80.00
Intern/ Temp	50.00
Land Acquisition	145.00
Survey 2	135.00
Survey 1	110.00
Environmental 2	140.00
Environmental 1	95.00
Administration 2	130.00
Administration 1	75.00

The hourly rate itemized above shall be effective the date the parties hereunto entering this AGREEMENT have affixed their hands and seals and shall remain in effect until December 31, 2020. In the event services of the ENGINEER extend beyond December 31, 2018, the hourly rates will be adjusted yearly to compensate for increases or decreases in the salary structure of the ENGINEER that are in effect at that time. The CLIENT will be notified of individual rate adjustments. The stated upper limit of compensation will remain in effect.

Payment Terms

If the Client fails to make payment to the Consultant in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by the Consultant.

If the Client objects to any portion of an invoice, the Client shall so notify the Consultant in writing within ten (10) calendar days of receipt of the invoice. The Client shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within twenty

Mr. Dave Guritz, Director
Kendall County Forest Preserve District
August 28, 2020
Page 3 of 6

(20) calendar days after presentation of invoice by direct negotiation between the parties may be resolved by any action at law or in equity available to the parties.

GENERAL TERMS AND CONDITIONS

Assignment

Neither party to this Agreement shall transfer, sublet, or assign any rights under or interest in this agreement without the prior written consent of the other party.

Information Provided by Others

The Client shall furnish, at the Client's expense, all project related information, performance requirements, State-listed species reports, data, surveys, and instructions, as well as any Client requirements included within the final demolition contract documents developed under this Agreement. The Consultant may use such information, requirements, reports, data, surveys, and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.

Certification

Consultant certifies that Consultant, 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). Consultant further certifies by signing this Agreement that Consultant, its parent companies, subsidiaries, and affiliates have not been convicted of, or are not barred from 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 Consultant 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 Forest Preserve District officer or elected official has a direct or indirect pecuniary interest in HLR or this Agreement, or, if any Kendall County Forest Preserve District officer or elected official does have a direct or indirect pecuniary interest in HLR or this Agreement, that interest, and the procedure followed to effectuate this Agreement has and will comply with 50 ILCS 105/3.

Defects In Service

The Client shall promptly report to the Consultant any defects or suspected defects in the Consultant's services of which the Client becomes aware, so that the Consultant may take measures to minimize the consequences of such a defect. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like requirement. Failure by the Client and the Client's contractors or subcontractors to notify the Consultant shall relieve the Consultant of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

Drug-Free Workplace.

Consultant and its employees, subcontractors, and agents agree to comply with all provisions of the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 *et seq.* and the Illinois Drug-Free Workplace Act, 30 ILCS 580/1 *et seq.*

Entire Agreement

This Agreement, comprising pages 1 through 8 is the entire Agreement between the Client and the Consultant. It supersedes all prior communications, understandings, and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by both the Client and the Consultant.

Mr. Dave Guritz, Director
Kendall County Forest Preserve District
August 28, 2020
Page 4 of 6

Governing Law and Jurisdiction

The Client and the Consultant agree that this Agreement and any legal actions concerning its validity, interpretation, and performance shall be governed by the laws of the State of Illinois.

It is further agreed that the venue for any legal action between the Client and the Consultant arising out of this Agreement or the performance of the services shall be the Circuit Court of Kendall County, Illinois, Twenty-Third Judicial Circuit, State of Illinois.

Indemnification

The Consultant agrees, to the fullest extent permitted by law, to indemnify, defend, and hold harmless the Client, its officers, directors, agents, and employees (collectively, Client) against all damages, claims, suits, costs, or other liabilities, including reasonable attorneys' fees and defense costs, arising from any loss, damage, injury, death, or loss or damage to property, of whatsoever kind or nature as well as for any breach of any covenant in the Agreement by Consultant (collectively, the "Claims"), to the extent such Claims result from the performance of this Agreement by Consultant or those Claims are due to any act or omission, neglect, willful acts, errors, omissions or misconduct of Consultant, or anyone for whom the Consultant is legally liable, in their performance under this Agreement. Pursuant to Illinois law, 55 ILCS 5/3-9005, any attorney representing the Client, under this paragraph, must first be approved by the Kendall County State's Attorney and appointed a Special Assistant State's Attorney, as provided in 55 ILCS 5/3-9005. The Client's participation in its defense shall not remove Consultant's duty to indemnify, defend, and hold the Client harmless, as set forth above. Client does not waive its defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) by reason of this indemnification provision. Indemnification shall survive the termination of this Agreement.

Neither the Client nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

Independent Contractor

It is understood and agreed that Consultant is an independent contractor and is not an employee of, partner of, agent of, or in a joint venture with Client. Consultant understands and agrees that Consultant is solely responsible for paying all wages, benefits and any other compensation due and owing to Consultant's officers, employees, and agents for the performance of services set forth in the Agreement. Consultant further understands and agrees that Consultant is solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for Consultant's officers, employees and/or agents who perform services as set forth in the Agreement. Consultant also agrees that Client is not responsible for providing any insurance coverage for the benefit of Consultant, Consultant's officers, employees, sub-consultants and agents. Consultant hereby agrees to defend with counsel of Client's own choosing, indemnify and waive any right to recover alleged damages, penalties, interest, fees (including attorneys' fees), and/or costs from Client, its board members, officials, employees, insurers, and agents for any alleged injuries that Consultant, its officers, employees and/or agents may sustain while performing services under the Agreement.

Insurance

Consultant 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 Client. Before starting work hereunder, Consultant shall deposit with Client 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 for each accident, (c) Comprehensive business automobile liability insurance in the minimum amount of \$1,000,000 combined single limit, (d) Comprehensive excess liability insurance with a combined minimum single limit of \$5,000,000 for each occurrence, with a minimum \$5,000,000 aggregate, (e) Professional liability insurance in the minimum amount of \$1,000,000 combined single limit.

The Kendall County Forest Preserve District 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

Mr. Dave Guritz, Director
Kendall County Forest Preserve District
August 28, 2020
Page 5 of 6

must include a waiver of subrogation in favor of Kendall County Forest Preserve District. Also, Kendall County Forest Preserve District shall be designated as the certificate holder. The insurance required under this Agreement does not represent that coverage and limits will necessarily be adequate to protect Consultant, nor be deemed as a limitation on Consultant's liability to Kendall County Forest Preserve District in this Agreement.

Non-Discrimination

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

Compliance with State and Federal Laws

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

Severability

Any term or provision of this Agreement found to be invalid under any applicable statute or rule of law shall be deemed omitted and the remainder of the Agreement shall remain in full force and effect.

Third-Party Beneficiaries

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder. The Client and Consultant agree to require a similar provision in all contracts with contractors, subcontractors, sub-consultants, vendors, and other entities involved in this Project to carry out the intent of this provision.

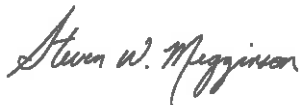
Waiver

Client and/or Consultant's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

If this agreement meets with the Forest Preserve's approval, please have the proper officials sign and date same where indicated below and return one (1) copy for our file. If you have questions on any of the above, please call me at our Springfield office.

Yours truly,

HAMPTON, LENZINI AND RENWICK, INC.

By: 

Steven Megginson, P.E., S.E.
Vice President

Mr. Dave Guritz, Director
Kendall County Forest Preserve District
August 28, 2020
Page 6 of 6

ACCEPTANCE

The terms and conditions of this letter agreement are hereby accepted by the Kendall County Forest Preserve District for engineering services set forth above.

By _____

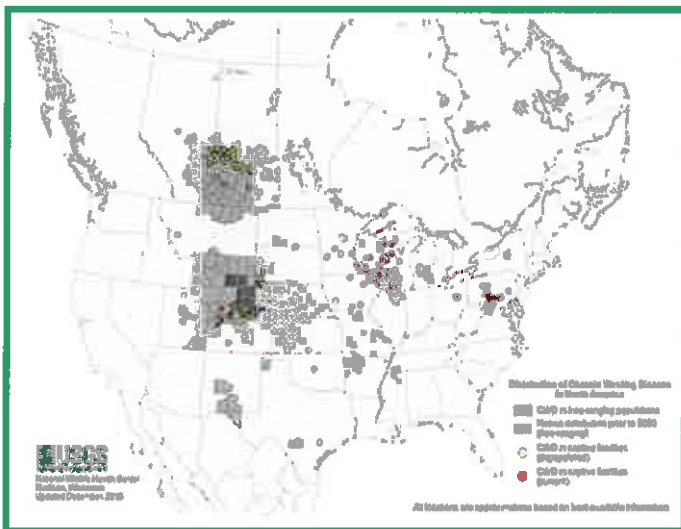
Date

ATTEST:

By _____



2020 Bow Hunt Program for Monitoring and Control of Chronic Wasting Disease in Kendall County White-tailed Deer Populations



Application Materials

Acknowledgement Waiver and Release of Liability

KCFPD Program Participation Overview and Policies

IDNR 2020 Archery Deer Harvest Reporting and Hunting Regulations

Information Sheet

Designated Hunting Area Maps

KCFPD General Use Ordinance #18-09-002

KENDALL COUNTY FOREST PRESERVE DISTRICT

HISTORIC KENDALL COUNTY COURTHOUSE 110 WEST MADISON STREET YORKVILLE, IL 60560

**Kendall County Forest Preserve District
2020 Pilot Bow Hunt Program – White-tailed Deer CWD Monitoring and Management
Application Form**

Required Submissions:

1. Completed Application Form for each Applicant;
2. \$225.00 **Non-refundable** Program Application Fee for each Applicant (\$325.00 for Non-residents of Kendall County). Acceptable forms of payment include cash, check, or credit card. Do not send cash via US mail. Credit card information and payment can be processed over the phone by calling 630-553-4025. Credit card payments will incur an additional 2.5% processing fee.
3. Signed Acknowledgment, Waiver and Release of Liability Form for each person on Kendall County Forest Preserve District property as part of the 2020 Pilot Bow Hunt Program; and
4. Proof of Applicant's residency in Kendall County. (All participants must be current residents of Kendall County. So, each applicant must present at least one form of documentation to establish their proof of residency in Kendall County (e.g., current Illinois State Drivers' License, mortgage statement or utility bill with the Applicant's name and address).

Application Confirmations (Box below must be checked):

I have read through and agree to comply with the Kendall County Forest Preserve District's Program Participation Overview and Policies document. Also, I hereby agree to abide by all applicable Federal and State laws, Kendall County ordinances, and all Kendall County Forest Preserve District rules and regulations, including, but not limited to the Kendall County Forest Preserve District's General Use Ordinance and the State of Illinois – Illinois Department of Natural Resources 2020 Archery Deer Harvest Reporting and Hunting Regulations Information Sheet. I understand that my failure to comply with all applicable laws, ordinances, rules and regulations will result in the immediate termination and removal from participation in the Kendall County Forest Preserve District's 2020 Pilot Bow Hunt Program.

Applicant's Name: _____
(PLEASE PRINT LEGIBLY & CLEARLY) **Last** **First** **Middle Initial**

Address: _____
 City **State** **Zip Code**

Date of Birth: _____

Phone (____) _____ **Cell Phone:** (____) _____

Email Address: _____

Designated Hunting Preserve Order of Preference:

Baker Woods, Fox River Bluffs, Henneberry, Hollenback Sugar Bush, Jay Woods, Lyon-Richard Young, Maramech-Little Rock Creek, Millbrook North, Millbrook South, Pickerill-Pigott, River Road Tree Mitigation, Subat

1. _____
2. _____
3. _____

The District does not guarantee the applicant will receive zone placement based on preferences.

I wish to be placed into a zone with the following individuals applying for participation:
(Include first and last name. No more than 4-participants allowed per designated preserve hunting zone):

1. _____
2. _____
3. _____

I plan to hunt with the following youth participant(s):

For the purpose of this program, youth hunters are those participants who are seventeen (17) years old by October 1, 2020 or younger. Any participants under the age of eighteen (18) years of age must be accompanied by a person twenty-one (21) years of age or older, who will be in the immediate area (100 feet).

1. _____
2. _____

All adults accompanying a youth hunter must sign a separate Acknowledgment, Waiver and Release of Liability Form. Signed waivers for each must be submitted with this application form.

I plan to receive assistance from the following individuals. These individuals will not be participating in hunting activities:

1. _____
2. _____

All individuals providing assistance must sign a separate Acknowledgment, Waiver and Release of Liability Form. Signed waivers for each must be submitted with this application form.

For Office Use Only:

Date and Time Received: _____ District staff initials: _____ \$200 Application Rec'd? _____

_____ Completed Application Form _____ Signed Waivers for Participant/Youth/Supporting Individuals _____

Proof of Kendall County Residency provided: _____

**KENDALL COUNTY FOREST PRESERVE DISTRICT
2020 BOW HUNT PROGRAM**

Participant Name (please print): _____ D.O.B.: _____

Participant Address: _____

Participant Telephone Number- Home: _____ Cell: _____

Participant Email Address (optional): _____

Participant's IDNR Hunting License Number: _____

In case of emergency, please contact:

Name (please print): _____ Relation: _____

Address: _____

Telephone Number - Home: _____ Cell: _____

Youth hunters must be between the ages of nine (9) and seventeen (17) by October 1, 2020 in order to participate in the Kendall County Forest Preserve District's 2020 Bow Hunt Program. All youth hunters must be accompanied by a supervising adult twenty-one (21) years of age or older, who will be in the immediate area (100 feet). If the participant is a youth hunter, please provide all of the following additional information:

Name of Youth Hunter's Parent/Legal Guardian (please print): _____

Relationship to Minor Participant: _____

Name of Youth Hunter's Supervising Adult* (please print): _____

**All supervising adults must also complete and sign an Acknowledgement, Waiver and Release of Liability.*

ACKNOWLEDGMENT, WAIVER AND RELEASE OF LIABILITY

I, _____ (please print Participant's name), voluntarily choose to participate in activities for recreational and conservation purposes at one or more of the Kendall County Forest Preserve District ("District") properties, specifically I am being granted entry onto one or more of the District's properties for the purpose of bow hunting as part of the District's 2020 Bow Hunt Program ("Program").

ACKNOWLEDGMENT OF RECEIPT: By signing my name below, I acknowledge that I have received and reviewed a copy of the District's 2020 Bow Hunt Program Manual and the District's General Use Ordinance (hereinafter collectively referred to as "the Rules"). As a participant of the Program, I must abide by the District's Rules. My failure to comply with the District's Rules will result in my immediate removal from the District's properties and the Program.

ACKNOWLEDGMENT & ASSUMPTION OF RISK: I understand that hunting is a sport involving bows, and bows can be dangerous. I understand that it is my responsibility to use the utmost care in the exercise of hunting and bow safety. I agree that I am solely responsible for all hunting equipment and gear that I bring onto the District's properties, and all possible malfunctions and/or damage caused to and/or by my equipment and gear is my sole liability. I affirm that no warranty, express or implied, has been made by the District as to the condition of the District's properties and any surrounding properties, and that I understand that dangerous conditions can exist on the District's properties and surrounding properties given the natural state of the District's properties and the inherent risks that may result therein. By entering upon and remaining on District property, I accept the District's properties, the surrounding properties and any improvements in an "as is" condition.

By signing my name below, I also understand that my participation in the Program may involve risks not found in my daily life. These risks may include, without limitation, risks involved in traveling to, from, and within the District's properties, as well as risks generated by the activities in which I engage in during the Program. I recognize that these potential risks include, for example, illnesses, injuries and even death. I have made my own investigation of these risks; understand these

risks; and assume all of these risks knowingly and willingly. I will take every precaution to safeguard my health and safety, the health and safety of all other persons on the District's properties, and to protect my personal belongings from damage or theft. I represent that I am capable of participating in this Program without risk to myself or others and that I have no known medical condition(s), which would endanger me and/or others while I participate in the Program.

KNOWING THE RISKS DESCRIBED ABOVE, I AGREE, ON BEHALF OF MYSELF, MY YOUTH HUNTER (IF APPLICABLE) AND OUR FAMILY, HEIRS AND PERSONAL REPRESENTATIVE(S), TO ASSUME ALL THE RISKS AND RESPONSIBILITIES SURROUNDING MY AND MY YOUTH HUNTER'S (IF APPLICABLE) PARTICIPATION IN THE PROGRAM.

WAIVER AND RELEASE OF ALL CLAIMS: By signing my name below, I understand and agree that I am solely and fully responsible for any and all damages, injury or harm I may cause and/or sustain while participating in the Program. I hereby release, hold harmless and agree to indemnify and defend the District and its past, present and future Commissioners, insurers, employees, volunteers, and agents (hereinafter collectively referred to as "Releasees"), with counsel of the Releasees' own choosing, from and against any present or future claims, losses, liabilities, costs and expenses (including, but not limited to attorneys' fees, expert fees and court costs) for injury to any person or property, or for any other damage, which I may suffer, or for which I may be liable to any other person, related to my participation in the Program (including, but not limited to, periods in transit to or from my hunting destination). I agree that any attorney appointed to represent Releasees must be pre-approved in writing by the Kendall County State's Attorney. Releasees' participation in their defense shall not remove my duty to indemnify, defend, and hold the Releasees harmless. Releasees do not waive their defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) by reason of indemnification or insurance.

HEALTH INSURANCE; MEDICAL CARE; HEALTH AND SAFETY CONCERNS: By signing my name below, I agree that I am solely responsible for payment in full of all costs of medical and dental care I may receive for all injuries and/or illnesses that I may sustain while traveling to, from and within the District's properties and while I participate in the Program. I hereby authorize the District to obtain emergency medical care for me in the event that I need it but I am unable to obtain it for myself while on District property. I, on behalf of myself, my family, heirs and personal representative(s), agree to hold harmless, defend with counsel of the Releasees' own choosing, and indemnify the Releasees for any and all actions taken by the Releasees to obtain/provide necessary emergency medical care to me. I also agree that if I experience any serious health problems; suffer an injury; or am otherwise in a situation that raises significant health and safety concerns during the Program, the Releasees may contact the person whose name is provided above as my "emergency contact".

PHOTOGRAPH, FILM AND VOCAL RECORDING RELEASE: I hereby give consent for the District to photograph, film and/or record me during the Program. By signing my name below, I give permission for the District to use any photographs and recordings of me while participating in this Program for promotional or publicity purposes and agree that these photographs, recordings and my name may be displayed during local presentations or published in District's Program brochures, mass media publications, local newspapers, websites and social media. I hereby release the Releasees from any expectation of privacy and/or confidentiality while I am participating in the District's Program.

By signing my name below, I hereby affirm that I have carefully read and freely signed this Acknowledgment, Waiver and Release of Liability and that I, on behalf of myself and my youth hunter (if applicable) agree to be bound by all of the terms and conditions set forth above.

Participant's Name (please print): _____

Participant's Signature: _____

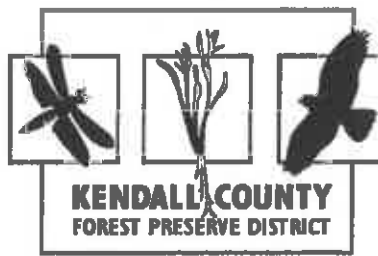
Signature of Youth Hunter's Parent/Legal Guardian (if applicable): _____

Date signed: _____

For Administrative Use Only

Date and Time of Receipt: _____

Received by: _____



**Kendall County Forest Preserve District
Bowhunt Program for
Support of Management of Chronic Wasting Disease in
White-tailed Deer (*Odocoileus virginianus*)**

Program Participation Overview and Policies

Summary:

Kendall County Forest Preserve District supports hunting practiced in a legal, responsible, safe and ethical manner. Regulated hunting is the utilization of a renewable resource and fits within the definition and framework of conservation.

Safety is the top priority of the hunting program. The highest standards of safety are demanded from all participants involved in the program. Safety shall not be compromised.

Only *ecologically self-sustaining White-tailed deer populations* are included in the scope of this bow hunt pilot program for the 20-21 Illinois Department of Natural Resources (IDNR) archery season. Bow hunting will only be allowed in designated zones within forest preserve areas, with requirements that complement State of Illinois - Illinois Department of Natural Resources efforts to control the spread of Chronic Wasting Disease in deer populations in Kendall County.

The District has integrated hunting into the *recreational opportunities* available on various preserve sites owned and managed by the District. The activities of the bow hunt program are tailored to prevent significant changes to the District-established patterns of public use within its preserves.

Special use permits will be extended to participants completing the application process, with bow hunting allowed October 1, 2020 through January 17, 2021 in accordance with the IDNR 2020 Archery Deer Hunting Rules and Regulations (attached).

Application Requirements and Registration Schedule

Application materials will be available electronically on September 3, 2020.

1. Applications will be accepted from 2019 pilot bow hunt program year permit holders only through September 11, 2020.
2. Registration opens for Kendall County residents only through September 18, 2020.
3. In-county and out-of-county applications will be accepted from September 24 through September 28, 2020.
4. Registration will be closed after September 28, 2020, or after 80 permits are sold (whichever comes first), and no applications will be accepted or considered thereafter.

Applications will be accepted at the Kendall County Forest Preserve District's headquarters located at 110 W. Madison Street Yorkville, Illinois 60560. Only eighty (80) full-season permits will be issued on a first-come first-served basis during the three registration periods. A wait list will be maintained should applicants withdraw from the program prior to September 28, 2020.

In order to be considered for participation, applicants must fully complete the required application; remit payment of the \$225 non-refundable application fee (Kendall County residents), or \$325 non-refundable application fee (Non-residents); complete and submit the required waiver of liability form, and attend one of the two scheduled mandatory orientation session.

Two-weekend guest passes (9-days total) may be purchased provided the following criteria are met:

1. The permit-holder will be present at all times with the weekend permit holder.
2. ALL permit holders within an assigned zone provide consent for the guest pass to be purchased from the District (\$50 for a Kendall County resident guest pass / \$100 for a non-resident guest pass).
3. The guest pass stand permit, and guest pass parking permit must be displayed at all times, and visible from ground height.

4. No gate lock keys will be issued to individuals purchasing a guest pass.

Mandatory orientation session dates are scheduled as follows:

Saturday, September 19	Harris Forest Preserve Shelters 1 & 4 10460 Rt. 71 Yorkville, IL 60560
Saturday, September 26	Kendall County Historic Courthouse – 2ND Floor East Wing Conference Room 110 W. Madison Street Yorkville, IL 60560

To be eligible for a District-issued hunting permit, every applicant must show proof of possession of all valid licenses and permits as required by Federal and Illinois State law. These will be checked at the orientation meeting. Proof of residency must also be presented in the form of a registered voting card, tax bill, or copy of recent utility bill, or driver’s license. All participants must sign a waiver of liability at the mandatory orientation meeting.

Participants must have reached their ninth birthday by October 1 of the current year to be eligible to hunt. For the purpose of this program, youth hunters are those participants who are less than seventeen (17) years old by October 1, 2020, or younger. Any participants under the age of eighteen (18) years of age must be accompanied by a person twenty-one (21) years of age or older, who will be in the immediate area (100 feet).

Following acceptance into the program, special use permits will be issued granting permission for program participants to bow hunt in one of the following specified preserve areas and zones:

Forest Preserve	# of Zones
Jay Woods	1
Maramech-Little Rock Creek	8
Subat	3
River Road Tree Mitigation	2
Millbrook South	1
Hollenback SB	3
Millbrook North	7
Fox River Bluffs	6
Lyon-Richard Young	1
Pickerill-Pigott	4
Henneberry	4
Baker Woods	3

Participants may preference or self-select a group of no more than 4-participants that will be assigned to a zone. Otherwise, the District will assign no more than 3-participants to a single zone within one of the designated preserve stand location areas.

Each participant will receive a stand tag that they will affix to their stand and made available to inspection at all times during the season. Once permits are issued, groups are encouraged to work together to scout stand locations and support the installation of stands for the season.

All participants will be required to log their time-in and time-out upon entry and exiting designated preserve areas in order to communicate active hunting periods and stand location to other participants, as well as log their harvest data.

Hours for Preserve Access

Designated preserve areas may be accessed one and a half hours before sunrise to one hour after sunset. Gate keys will be issued for publically-accessible preserve areas, but must be relocked following entry and exit outside of preserve hours (8:00 am to sunset). Archery hunting hours are established by State statute (half-hour before sunrise and half-hour after sunset).

Preserves will be closed to bow hunting during Firearm Seasons November 20-22, 2020 and December 3-6, 2020.

Stand Locations

Kendall County Forest Preserve District has pre-designated zones within each of the designated forest preserve areas. Permit holders are expected to communicate requests for District approval prior to relocating bow hunt activities from pre-designated zone areas to insure that approved changes are communicated to all participants. The District anticipates that permit holders may encounter other hunters located off forest preserve property along preserve boundaries, and requires participants to immediately communicate potential conflicts, and avoid confrontations with other legal hunters.

General Use Ordinance and Special Use Permit Violations

All program participants are expected to abide by the District's General Use Ordinance (attached). Violations of the District's General Use Ordinance, program special use permit or pilot bow hunt program policies will result in the revocation of the participant's special use permit and forfeiture of hunting privileges for the remainder of the season.

All participants must comply with all Federal and Illinois State rules and regulations, unless the District regulations are more restrictive.

Bow Hunt Stand and Clothing Requirements

All program participants will provide their own stand. For tree-based stands, participants are required to own and utilize a stand equipped with safety harness system purchased from a reputable manufacturer. Only tree stands using a strap-based system for securing steps and platforms are allowed.

All program participants will wear blaze-orange vests and hats at all times.

Chronic Wasting Disease Mandatory Testing

CWD is under management in Kendall County with multiple confirmed positive tests for CWD from ongoing annual deer harvests conducted in recent years. For deer culled from forest preserve areas during the 2019 bow hunt season tested positive for CWD. All permitted District deer hunters must have their harvested deer checked for CWD at the IDNR Silver Springs State Park check station.

Participants planning for shoulder/head mount taxidermy must be tested for CWD. Participants can cape out and skull cap the deer to preserve the antlers. The caped head must then be dropped off within 72-hours of harvest.

Participants are required to successfully hunt a doe before hunting and taking a buck from designated preserve areas between October 1, 2020 and November 7, 2020. For the purposes of this program, an antlerless “button buck” will be treated as a doe.

Buck hunting is allowed beginning November 8, 2020, provided permit holders have logged a minimum of 20 hours during the doe-only season. Buck hunting is not permitted until the logged-hour minimum is achieved.

Rules, Regulations, Provisions, and Directives

All participants and their helpers must clearly display a District-issued parking permit on the dashboard of their vehicle. No participants shall enter District property without a District-issued hunting permit on their person at all times. Hunting permits should be stored in an easily accessible location where they can be presented to an enforcement officer upon request.

For those hunting in gated preserves, failure to display a parking permit will result in after-hour vehicle towing, with towing costs paid at the permit holder’s expense.

Parking

All participants must use designated parking areas only. No parking is allowed along county or township roads. See site/zone maps for designated parking areas.

Accessing Hunting Zones

All participants and permit holders must travel to and from their hunting zone using a District-designated route. Where available, driving on field border access lanes is allowed to deliver and pickup harvested deer and equipment. Not for hunting. Not all zones contain field border access lanes; where absent, hunter ingress and egress must be completed on foot. Pedestrian mobilized deer carts and sleds are allowed for movement of deer and equipment. While hunting, participants must park in designated lots and walk to their assigned zone. Driving anywhere other than entering the site through the designated entrance and driving to and from a designated parking area is not allowed during periods of saturated soil conditions when impact to the field border is likely. Participants should reference zone maps for authorized driving areas.

Anyone found creating damage to the land as described may be issued a citation and/or have their District hunting permit revoked. The driver of the vehicle and/or participant(s) found in violation of the above regulation is responsible for any damage to the land and any costs to repair damage incurred. The District is not responsible for any costs associated with damage to personal vehicles, costs to remove stuck vehicles, or costs to restore impacted lands to former condition.

All hunters must sign in and out on the sheet in the box, and designate their occupied hunting zone when entering and leaving District property. They must also record times and harvest. Write legibly and comment courteously when signing in and out.

Scouting and Tree Stand Information

Archery hunting participants may scout and set up tree stands beginning the day after their attendance at the mandatory orientation meeting. There is no limit to the number of tree stands in a zone.

Participants may set up anywhere within their zone based on the instructions in the zone map. Participants are encouraged to communicate with other participants in adjacent zones before selecting a stand site within their zone.

No nails, spikes, or piercing of bark is allowed in trees. Only branches with a stem diameter of less than 1.5 inches may be removed. Do not cut down small trees for shooting lanes.

Modification of land through the movement of soil, erection of structures, or installation of posts is not allowed. Permanent stands are not allowed. Deer hunting stands must be TMA-Certified (Tree stand Manufacturers Association).

Each participant can have one or two non-permitted individuals help put up and take down stands. The hunter must be present. A guest parking pass must be displayed for each helper.

Stands must display an original District-issued stand tag. The tag must be visible from the ground.

All participants must use an FAS-approved (Fall Arrest System) harness while in a tree.

Tree stands must be removed within a week after the last day of a participant's hunting opportunity. If this is a hardship, the participant must contact the District's main office at 630-553-4025 or email at kcforest@co.kendall.il.us.

Participants may also elect to use a TMA certified free-standing tripod or quad stand purchased from a reputable manufacturer, no more than 8' in height from the ground to the platform level (10' to 12' eye height).

Use of decoys is allowed. Hunters must wrap decoys in blaze orange when moving afield.

All harvests must be reported. Failure to report harvests will result in the loss of hunting privileges for the next hunting season. Discovery of misrepresentation,

intentional false statements or deceptive reporting will not be tolerated and will result in the loss of hunting privileges indefinitely.

Field dressing of deer must be conducted more than 100 yards away from any roadway or parking area. Field-dressed deer need to be covered in transport when entering public parking areas during preserve open hours (8:00 am to sunset).

Each hunter can have one or two non-permitted individuals help track deer within the hunter's zone and drag out harvested deer. The hunter must be present. A guest parking pass must be displayed for each helper. The helper must wear blaze orange as required by State regulations when retrieving deer.

All participants must follow Illinois State check-in regulations after harvesting a deer. After checking in the harvest with IDNR, participants are also required to call the phone number on the District permit between 7 am and 10 pm that day. Also, they must record the harvest on the sign-in sheet at the site.

The District reserves the right to suspend hunting at any time for any reason.

Hunters are encouraged to participate with District habitat work days.

No participants shall go on private property bordering any District hunting site without first getting permission from the landowner. No participant or helper shall go into another hunt zone.

No participant shall be under the influence of or be in the possession of illegal drugs or alcohol while hunting.

Participants may only harvest white-tailed deer.

It is unlawful to make available food, salt, mineral block, supplements, attractants, or other products for ingestion by wild deer or other wildlife. This includes but is not limited to any food plot, C' Mere Deer, Crush Deer Attractants, or Deer Cane/Co cane, etc. This does not prohibit scents used for cover, masking

or attracting, however, the District discourages hunters from using urine-based scents or lures.

Participants may not work together to drive or move deer.

No participant may have an arrow nocked until they are in their stand.

No still-hunting of deer is permitted.

Hunting from the ground is prohibited.

Ground-tracking of deer with a bow is not allowed with only one exception. Participants are allowed to trail a deer wounded by the participant, without an arrow nocked, until ready to dispatch the wounded deer to insure the deer is killed quickly and humanely.

Participants must pick-up and take with them all garbage generated.

Permit holders shall not lease, sell, or trade out their hunting opportunity.



2020 ARCHERY DEER HARVEST REPORTING AND HUNTING REGULATIONS INFORMATION SHEET

Your deer permit entitles you to participate in the privilege of deer hunting. Please review this information to ensure that you comply with all of the deer hunting regulations. While hunting, please respect the rules of good sportsmanship and the property of others. Have a safe and successful deer hunt.

MANDATORY DEER HARVEST REPORTING

Successful deer hunters must register (report) their harvest by 10 p.m. on the same calendar day the deer was taken by calling the toll-free telephone check-in system at 1-866-452-4325 (1-866-IL-CHECK) or by accessing the online check-in system as below:

www.dnr.illinois.gov/Hunting/Pages/HarvestReporting.aspx OR

www.il.wildlifecollege.com/harvestReport/harvestReport.php

(For your convenience, this information is also printed on the front of your deer permit.)

Note to cell phone users: The most common reason hunters are unable to complete their harvest report is because of a poor cell phone connection. Once you have properly tagged your deer, wait until you are out of the woods and receive a clear, strong cell phone connection before placing your call.

TAGGING: Immediately upon kill and before the deer is moved, transported or field dressed, the hunter must detach the appropriate leg tag from the permit to invalidate it and attach the tag to the leg using his/her own fastener through the holes provided (see Figure 1). A head tag is also provided to hunters which must be used if the head or antlers is delivered to a taxidermist. The deer must remain whole (or field dressed) until it has been checked in.

HARVEST REPORTING: Hunters must register (report) their harvest by 10 p.m. on the same calendar day the deer was taken. When reporting, hunters will be asked a series of questions to help biologists manage Illinois' deer population (additional information below). Before checking in your deer, please look over the questions listed on the back of your permit and be prepared to answer them. Please have a pen or pencil on hand when making the call (an extra-fine-tipped permanent marker works best). Upon completion, the hunter will be provided with a confirmation number to verify that he or she checked in the harvest. The confirmation number must be written by the hunter onto the temporary harvest tag (leg tag). If the condition of the tag precludes writing on the tag in the appropriate space (i.e., bloody, etc.), the confirmation number shall be written elsewhere on the tag, or onto a piece of paper and attached to the deer along with the temporary harvest tag (leg tag). The temporary harvest tag (leg tag) and confirmation number must remain attached to the deer until it is at the legal residence of the person who legally took or possessed the deer, the deer has been checked in, and final processing is completed. The deer must remain whole (or field dressed) until it has been checked in.

In instances where deer are checked in while the hunter is still afield, the deer may not be dismembered while afield beyond quartering the animal. If quartered, all parts of the carcass (except the entrails removed during field dressing) must be transported together and evidence of sex must remain naturally attached to one quarter. Evidence of sex is:

- A) For a buck: head with antlers attached to carcass, or attached testicle, scrotum, or penis
- B) For a doe: head attached to carcass, or attached udder (mammary) or vulva.

If the head/antlers are left with a taxidermist, the confirmation number must be recorded on the "head tag" portion of the permit, and both must remain with the deer. If the carcass is taken to a meat processor, the temporary harvest tag (leg tag) with confirmation number must remain with the deer while it is processed, and until it is at the legal residence of the person who legally took or possessed the deer. Persons delivering deer/parts of deer to a tanner must supply the tanner with either their deer permit number, their confirmation number, or written certification by the person from whom the deer was received that the specimen was legally taken or obtained.

Harvest reporting questions will include your permit number, the county or special hunt area of harvest, and the season in which you are hunting. You will also be asked the following questions. It will be helpful if you fill in the answers on this sheet before making the call. Use the ruler on the back of your permit to make any necessary measurements.

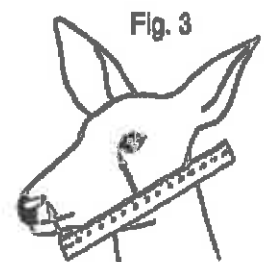
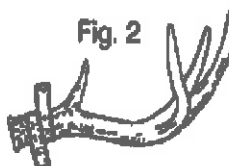
- Select the type of deer that you harvested: (1) a buck with antlers; (2) a buck without antlers; or (3) a doe.
- Was your deer a fawn last summer or is it an adult?
- How many bobcats did you see while hunting this location during this season?
- How many turkeys did you see while hunting this location during this season?
- How many wild pigs did you see while hunting in this county during this season?
- Measure the distance in MILLIMETERS from the rear edge of the nostril opening to the front corner of the eye (Fig. 3).

Additional Questions For Bucks With Antlers Only:

- How many antler points at least 25 mm long are present?
Count the total number of points on both beams, including the tip of the main beam.
- Measure the circumference in MILLIMETERS around the thickest antler beam one inch above the base.
- If the brow tine interferes with this measurement, take the measurement just below the brow tine. (Fig. 2)

ANTLERED DEER - A deer having at least one antler of a length of 3 or more inches

ANTLERLESS DEER - A deer without antlers or a deer having antlers less than 3 inches long.



2020 ARCHERY DEER HUNTING RULES AND REGULATIONS

SEASON DATES

- In Cook, DuPage, Lake and that portion of Kane County east of State Route 47: **Oct. 1, 2020 - Jan. 17, 2021**
- In all other counties and that portion of Kane County west of State Route 47: **Oct. 1, 2020 - Jan. 17, 2021 EXCEPT** archery hunting is **CLOSED** during Firearm Deer Seasons Nov. 20 - 22 & Dec. 3 - 6.

Archery deer hunting is **OPEN** during:

- Muzzleloader-Only Deer Season (Dec. 11 - 13)
- Youth Firearm Deer Season (Oct. 10 - 12)
- Late Winter Deer Season (Dec. 31, 2020 - Jan. 3, 2021 and Jan. 15 - 17, 2021)
- CWD Deer Season (Dec. 31, 2020 - Jan. 3, 2021 and Jan. 15 - 17, 2021)

ILLINOIS RESTRICTED ARCHERY ZONE

The Illinois Restricted Archery Zone shall consist of Champaign, Douglas, Macon, Moultrie and Piatt Counties. During the period October 1 - October 15, only antlered deer may be harvested in the Restricted Archery Zone, regardless of permits in possession. An antlered deer is defined as a deer having at least one antler of a length of 3 or more inches.

HUNTING HOURS

One-half hour before sunrise to one-half hour after sunset. No bow and arrow device shall be carried with the arrow in the nocked position during hours when deer hunting is unlawful.

PERMIT, LICENSE, & HABITAT STAMP REQUIREMENTS

Permit: Before hunting, you must sign your permit. Your deer permit shall be carried on your person while hunting.

License: In addition to your deer permit, you must have a valid Illinois Hunting, Sportsmen, Youth or Apprentice License unless you are:

- A person who is disabled and able to show proof of disability in the form of one of the following:
 - a. A State Disabled Person I.D. card (available from the Secretary of State through the Drivers License Examining Station) showing a P2, P2A, H2, or H2A disability
 - b. Veterans Disability card (at least 10% service related); available from local Illinois Department of Veterans' Affairs offices.
- OR unless you are:**
- An Illinois resident on active duty and on leave from the U.S. Armed Forces.
 - A landowner or tenant residing on farm lands, or the children, parents, brothers and sisters permanently residing on such lands, and hunting only the lands resided on. Landowners/Tenants are required to obtain a Habitat Stamp, unless exempt.

Habitat Stamp: Before any person 18 years of age or older takes, attempts to take, or pursues a deer, he or she shall first obtain a State Habitat Stamp. Disabled veterans and former prisoners of war shall not be required to obtain a State Habitat Stamp. Any person who obtained a Lifetime license before January 1, 1993, shall not be required to obtain a State Habitat Stamp. Licenses/stamps are available at IDNR Direct Automated License System agents, by phone at 1-888-6PERMIT or www.dnr.illinois.gov.

IT IS UNLAWFUL:

A) to carry any firearm or sidearm while hunting deer with a bow & arrow; B) for any person having taken the legal limit of deer by bow and arrow to further participate with bow and arrow in any deer hunting party; C) to drive deer, or participate in a deer drive, on all Department owned or managed properties. A deer drive is defined as a deliberate action by one or more persons (whether armed or unarmed) whose intent is to cause deer to move within archery range of one or more participating hunters. For more details regarding deer hunting laws, please refer to the Hunting Digest; or contact Law Enforcement at 217-782-6431 or the Permit Office at 217-782-7305.

HUNTING DEVICES

The only legal hunting devices to take or attempt to take deer are:

1. **Crossbows.** Crossbows used in hunting shall meet all of the following specifications:
 - a) shall use a bowstring to propel the bolt or arrow and have a minimum peak draw weight of 125 pounds;
 - b) have a minimum length (from butt of stock to front of limbs) of 24 inches;
 - c) have a working safety;
 - d) be used with fletched bolts or arrows of not less than 14 inches in length (not including point).
2. **Longbows, recurve bows, or compound bows** with minimum pull of 30 pounds at some point within a 28-inch draw. Minimum arrow length is 20 inches. Any mechanical device capable of maintaining a drawn or partially drawn position on a bow without the hunter exerting full string tension is illegal.

Broadheads must be used for archery deer hunting. Broadheads may have fixed or expandable cutting surfaces, but they must be a minimum 7/8 inch in diameter when fully opened. Broadheads with fixed cutting surfaces must be metal or flint-, chert-, or obsidian-knapped; broadheads with expandable cutting surfaces must be metal.

All other hunting devices, including electronic arrow tracking devices utilizing radio telemetry, are illegal.

HUNTING AREA

All Illinois counties. Permission to hunt on private property must be obtained from the property owner or tenant. For Property-Only Hunting permit holders, the hunting area is all of the land owned, leased or rented in counties open for deer hunting. A hunting rights lease, or other non-agricultural lease, is not valid as a basis for obtaining a POH permit.

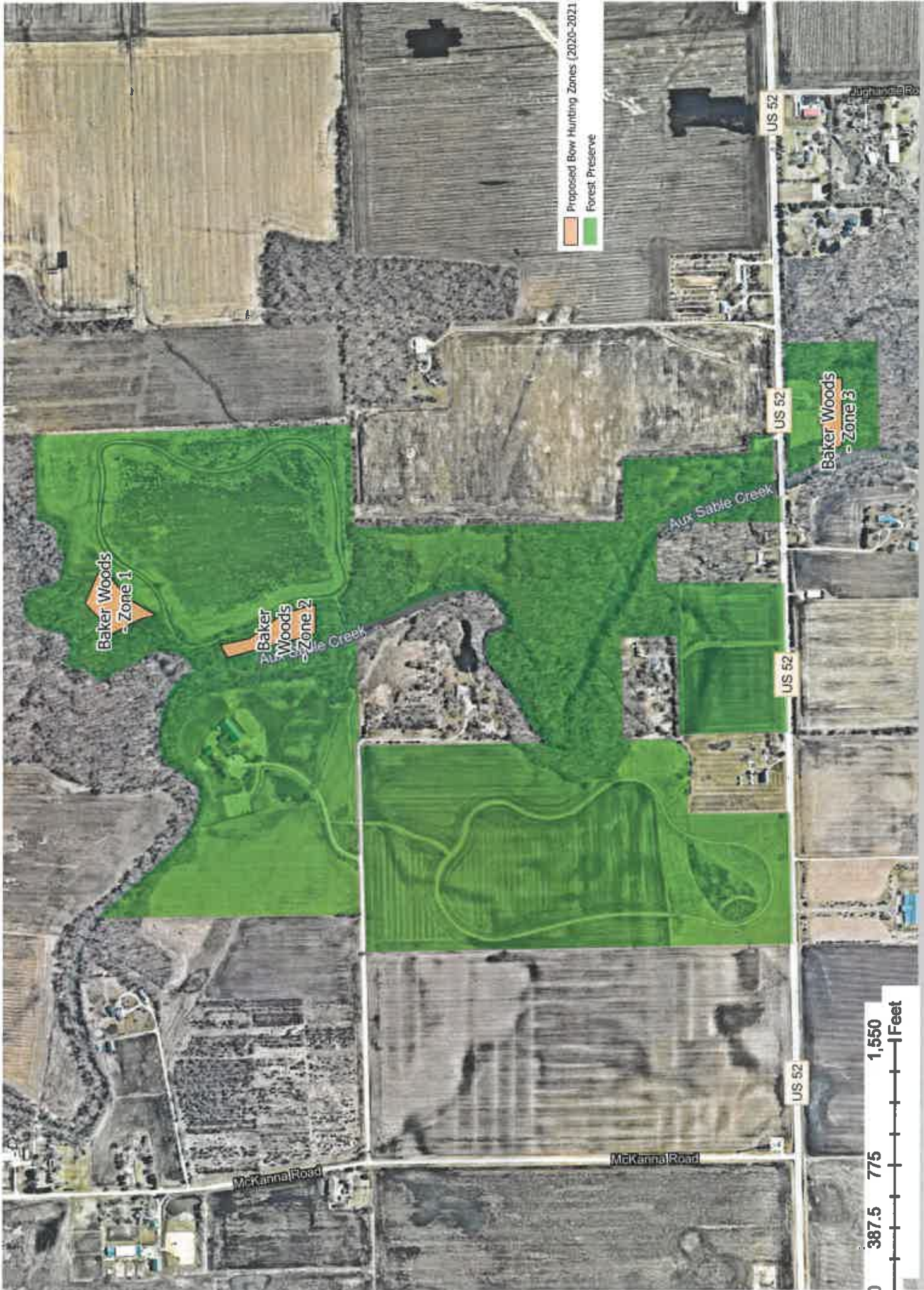
CLOTHING

No special clothing is required, **EXCEPT** during any gun deer seasons that are open concurrently with the Archery Season. These include:

- Muzzleloader-Only Deer Season (Dec. 11 - 13)
- Youth Firearm Deer Season (Oct. 10 - 12)
- Late Winter Deer Season (Dec. 31, 2020 - Jan. 3, 2021 & Jan. 15 - 17, 2021)
- CWD Deer Season (Dec. 31, 2020 - Jan. 3, 2021 & Jan. 15 - 17, 2021)
- and on those IDNR sites that allow archery deer hunting during the Firearm Deer Season (Nov. 20 - 22 & Dec. 3 - 6)

Any person taking or attempting to take deer by use of a bow and arrow shall wear, when in the field, a cap and upper outer garment of solid blaze orange or solid blaze pink color, displaying a minimum of 400 square inches of blaze orange or blaze pink material in all Illinois counties open to those seasons.

BAG LIMIT: One deer per legally authorized permit. No hunter, regardless of the quantity or type of permits in his/her possession, may harvest more than 2 antlered deer during a year, including the Youth, Archery, Muzzleloader and Firearm Seasons. For purposes of this bag limit, deer seasons are considered to be in the same year if their opening dates fall within the same 12-month period that begins July 1. A hunter in possession of an either-sex permit after having harvested 2 antlered deer during a year may only use the permit to harvest an antlerless deer. Subject to this restriction, an either-sex permit holder is allowed to take a deer with or without antlers during the legal season. An antlerless-only permit holder is allowed to take only a deer without antlers or a deer having antlers less than 3 inches long during the legal season.



Proposed Bow Hunting Zones (2020-2021)
 Forest Preserve

Baker Woods
- Zone 1

Baker Woods
- Zone 2

Baker Woods
- Zone 3

McKanna Road

McKanna Road

Aux Sable Creek

US 52

US 52

US 52

US 52

0 387.5 775 1,550 Feet

Baker Woods F.P. Proposed Bow Hunting 2020-2021



Fox River Bluffs Proposed Bow Hunting 2020-2021

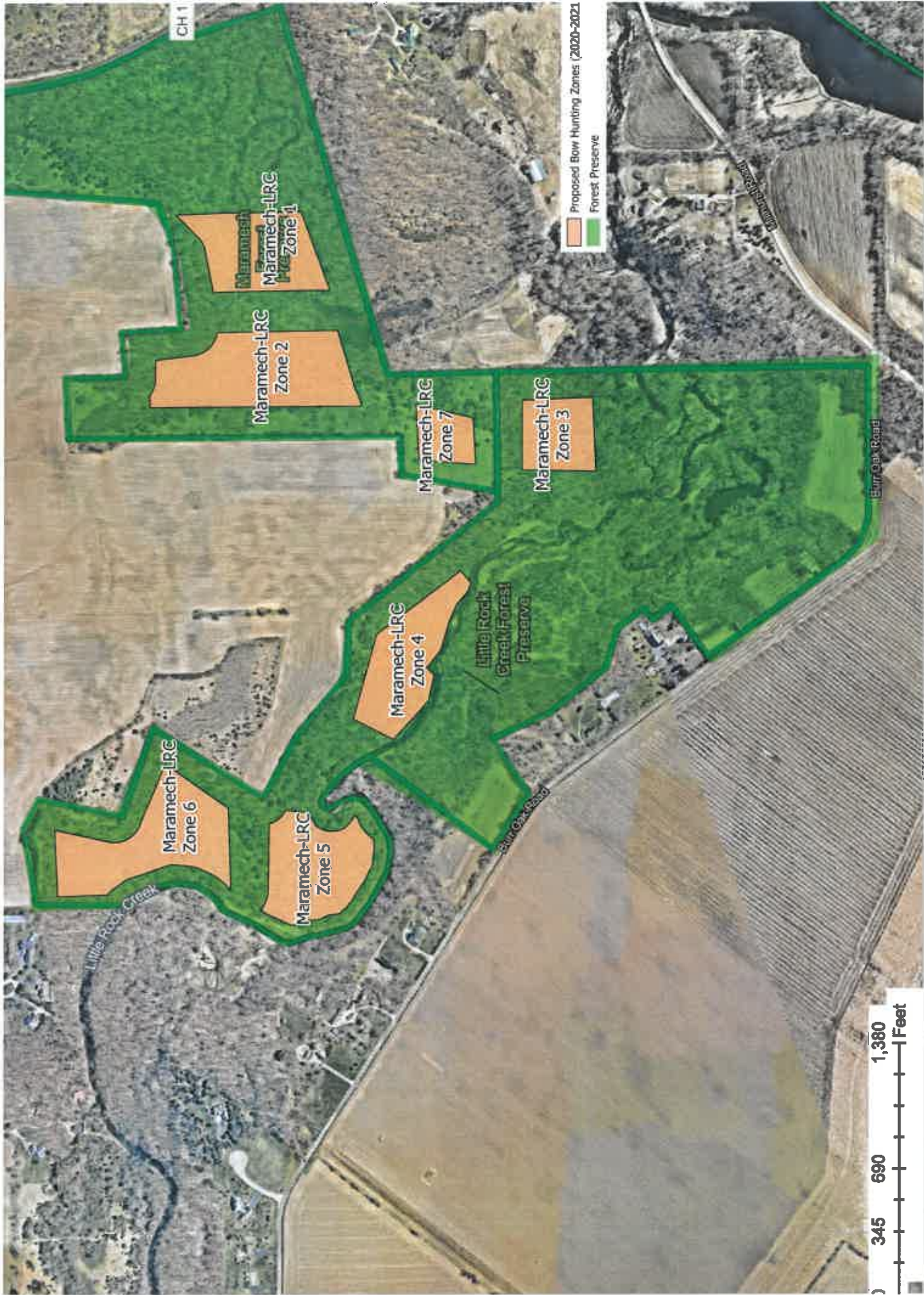


Henneberry F.P. Proposed Bow Hunting 2020-2021

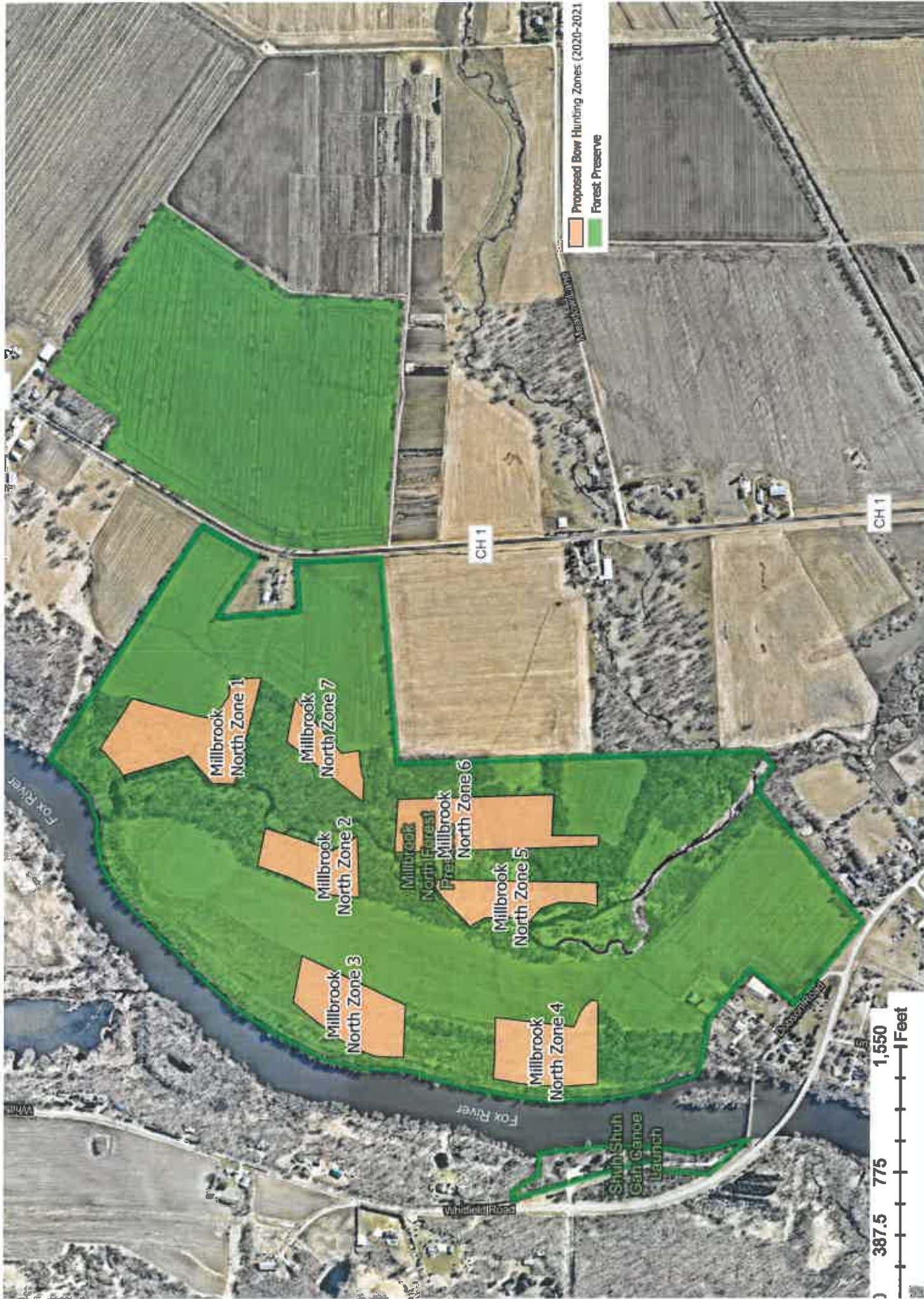


Hollenback Sugarbush F.P. Proposed Bow Hunting 2020-2021





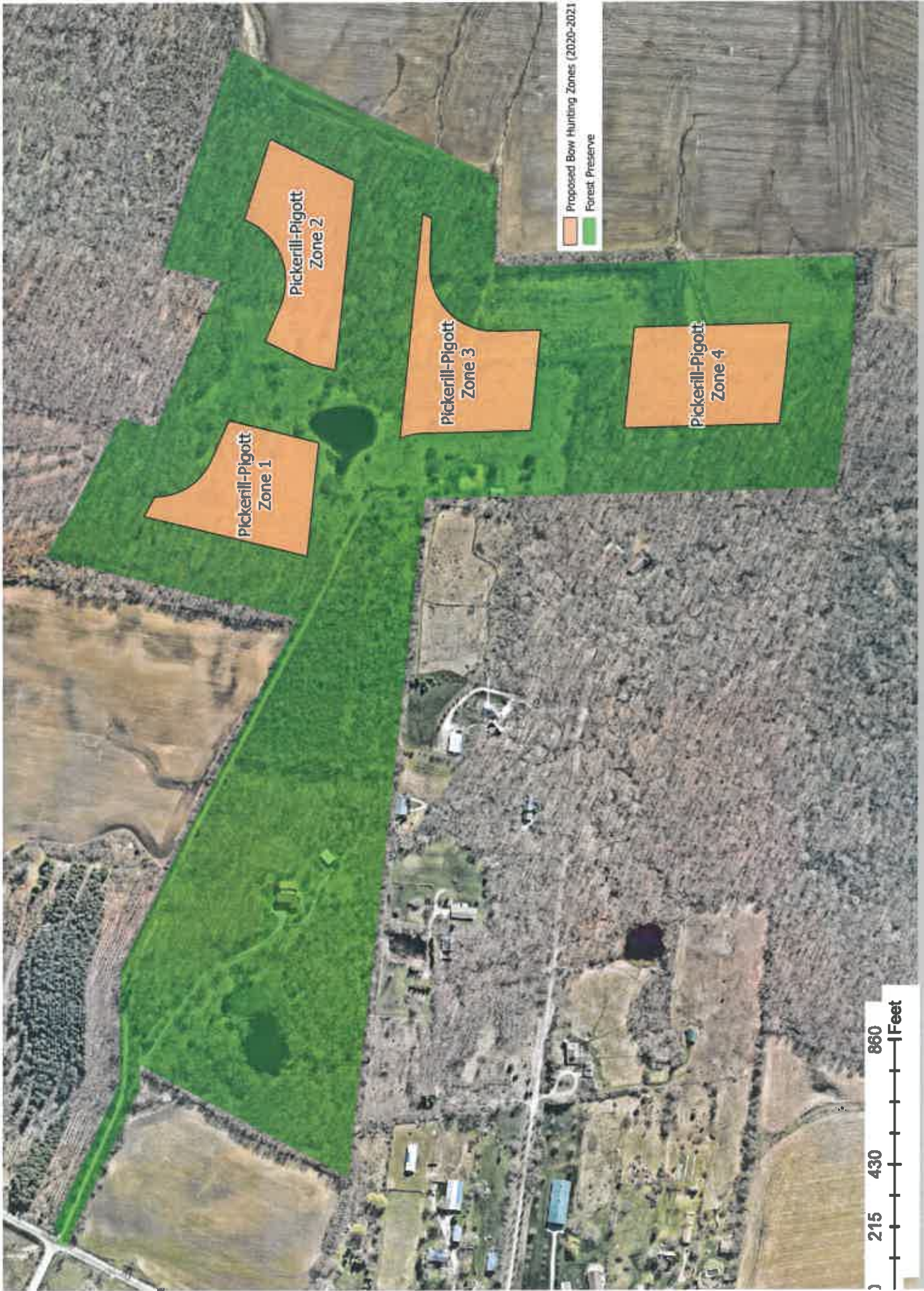
Little Rock Creek F.P. Proposed Bow Hunting 2020-2021

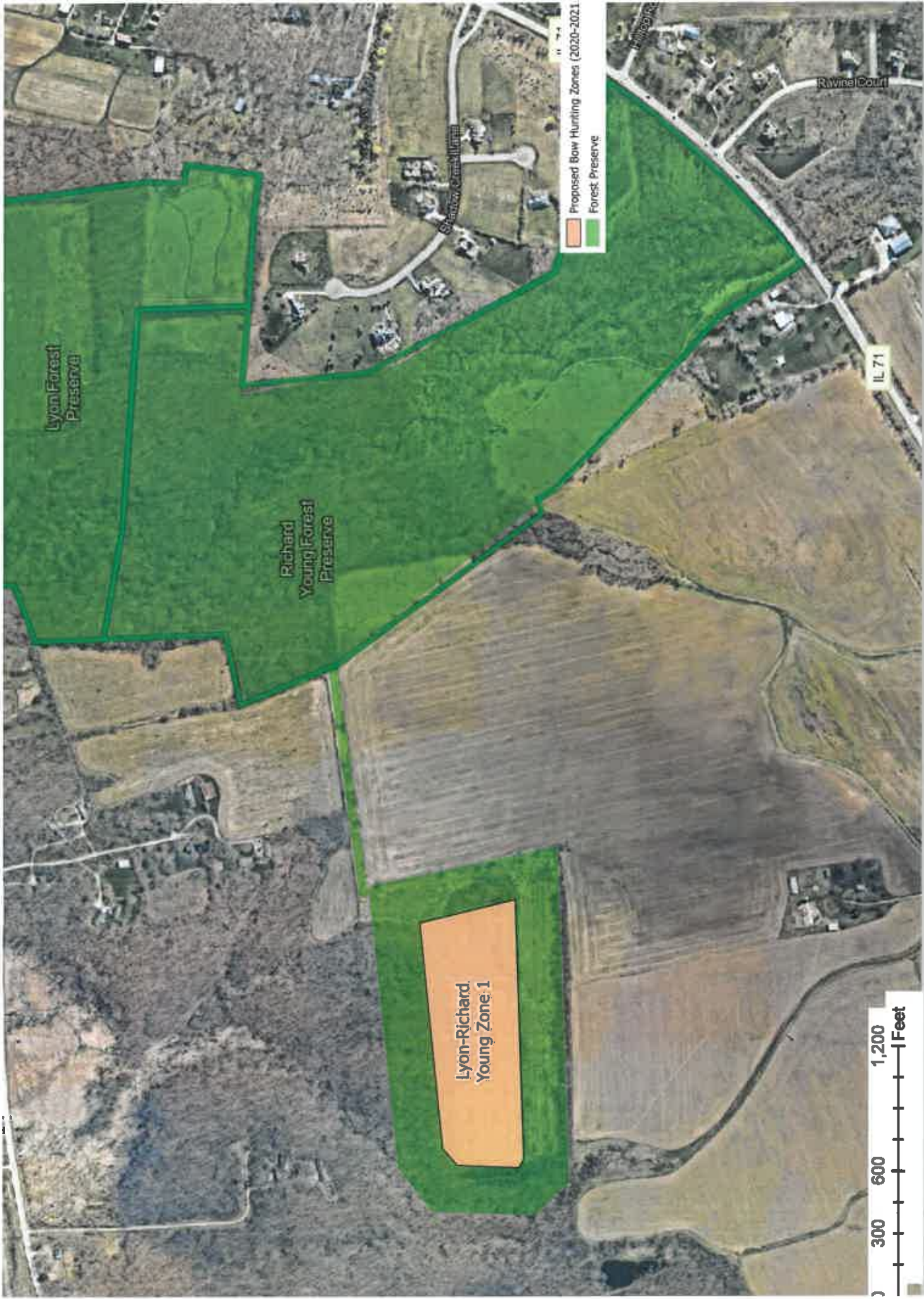


Millbrook North F.P. Proposed Bow Hunting 2020-2021



Millbrook South F.P. Proposed Bow Hunting 2020-2021







Proposed Bow Hunting Zones (2020-2021)
 Forest Preserve

River Road
 Tree Zone 2

River Road
 Tree Zone 1

130 260 520 Feet



Subat F.P. Proposed Bow Hunting 2020-2021

Resolution 18-09-002
AMENDING ORDINANCE #02-01

GENERAL USE REGULATION ORDINANCE
Kendall County Forest Preserve District

WHEREAS, the Kendall County Forest Preserve District (hereinafter the "District") is a body politic and corporate and municipal corporation organized and existing under the Downstate Forest Preserve District Act, 70 ILCS 805/0.001 et seq., as amended (hereinafter the "Act"); and

WHEREAS, it is reasonable, necessary and desirable for the Kendall County Forest Preserve District, hereinafter called "District," to promulgate a General Use Ordinance governing the use of the Forest Preserves of the District; and,

WHEREAS, 70 ILCS 805/7 of the Illinois Compiled Statutes provides as follows:

"The board of any forest preserve district organized hereunder may by ordinance regulate and control the speed of travel on all paths, driveways and roadways within forest preserves, and prohibit the use of such paths, driveways and roadways for racing or speeding purposes, and may exclude therefrom traffic, teams and vehicles, and may by ordinance prescribe such fines and penalties for the for the violation of their ordinances as cities and villages are allowed to prescribe for the violation of their ordinances."; and,

WHEREAS, 70 ILCS 805/7a of the Illinois Compiled Statutes provides, in relevant parts, as follows:

"The board of any forest preserve district organized hereunder may by ordinance regulate, control and license all modes of travel within the forest preserve district."; and,

WHEREAS, 70 ILCS 805/7b of the Illinois Compiled Statutes provides, in relevant parts, as follows:

"The board of any forest preserve district organized under this Act may by ordinance issue licenses for any activity reasonably connected with the purpose for which the Forest Preserve District has been created."; and,

WHEREAS, 70 ILCS 805/8 of the Illinois Compiled Statutes provides, in relevant parts, as follows:

"The board shall be the corporate authority of such Forest Preserve District and shall have power to pass and enforce all necessary ordinances, rules and regulations for the management of the property and conduct of the business of such district."; and,

WHEREAS, it is reasonable, necessary and desirable for the District to establish rules and regulations in order to provide for the safe and peaceful use of the Forest Preserves; for the education and recreation of the Public; for the protection and preservation of the property, facilities, flora and fauna of the Forest Preserves; and for the safety and general welfare of the public; and,

WHEREAS, the Board of Commissioners of the Kendall County Forest Preserve District has the authority and the power to establish and amend this General Use Ordinance.

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of the District as follows:

CHAPTER ONE – CONSTRUCTION OF WORDS AND DEFINITIONS

Section I – Construction of Words:

Words importing the singular number may extend and be applied to several persons or things, words importing the plural number may include the singular, and words importing gender may be applied to both male and female.

Section II – Definitions:

The terms set forth below shall have the following meanings unless the context of a specific section clearly indicates otherwise.

- a. "Agent" means any director, officer, servant, employee, or other person who is authorized to act in behalf of the District.
- b. "Amusement Contraptions" means any mechanical device, gadget, machine or structure designed to test the skill or strength of the user or provide the user with any sort of ride, lift, swing or fall experience including, but not limited to, ball-throwing contest devices, pinball-type devices, animal ride devices, ball and hammer devices and trampoline devices.
- c. "Area" or "Areas" means a specified place within a Forest Preserve.
- d. "Board" means the Board of Forest Preserve Commissioners.
- e. "Director" means the Director of the District or such persons charged with or delegated such authority by the Director.
- f. "District" means the Kendall County Forest Preserve District.
- g. "Employee" means any full or part-time, regular or temporary worker in the employ of the District under the supervision of the Director.
- h. "Exclusion of Others" refers to prohibiting use or behavior by others, which disrupts or prevents the authorized and lawful use of a designated area or structure in a Preserve by a person or persons holding a valid Permit for such area or structure and activity.
- i. "Legal Adult" means one who has reached the age of majority as defined by the laws of the State of Illinois.

- j. "Permit" means the written permission that must be obtained from the District to carry out a given activity.
- k. "Person" or "Persons" means individuals, firms, corporations, societies or any other entity, group or gathering whatsoever.
- l. "Posted" means that a notice is posted, either by a sign in a Forest Preserve at the entrance to a Forest Preserve or at the District offices, the location being at the discretion of the Director.
- m. "Preserve" or "Forest Preserve" means land and waters, or property owned, leased, or licensed by the District and property over which the District has easement rights.
- n. "President" means the President of the Board of Forest Preserve Commissioners.
- o. "Property" means any lands, waters, facilities or possessions of the District.
- p. "Sound and Energy Amplification" means music, speech or any sound or noise transmitted by artificial means, including, but not limited to, amplifiers, loudspeakers, radios or any similar devices, or lights, rays, lenses, mirrors or laser beams.
- q. "Vehicle" means every device in, upon or by which any person or property may be transported or drawn upon a highway, in addition to any device or conveyance on the land using wheels of belt-type track or tracks, skids or skis and propelled by an engine or motor and includes such land conveyances that are able to float and operate on water, except devices moved by human power.
- r. "Watercraft" means any device of conveyance on the water whether propelled by motor, engine, wind, or human power.
- s. "Waters" or "Waterways" means lake, pond, slough, stream, lagoon, marsh, or river within the jurisdiction of the District.
- t. "Written Permission" means written permission granted by the Board, President or Director or written permission granted by an authorized agent or employee of the District acting within the scope of their agency and employment.

CHAPTER TWO – PUBLIC USE

Section I – Public Use and Purpose of the District:

Forest Preserves are for use by the general public. One of the functions of the District is to acquire, protect, restore, restock and develop a well-balanced system of areas with scenic, ecological, recreational and historic values for the inspiration, education, use and enjoyment by the public. This Ordinance is intended to help carry out this function.

Section II – Hours of Use:

- a. Forest Preserves shall be open to the public from 8:00 a.m. to sunset, local time, seven days a week, unless different hours are Posted by the President.
- b. No person shall remain in the Forest Preserves when the Forest Preserves are not open to the public, without Written Permission of the Director.
- c. Preserves or Areas within Preserves may be closed to the general public by the District for reasons including, but not limited to, public safety and protection of natural resources.

Section III – Permits:

- a. No person shall conduct, operate, present, manage or take part in the following activities in a Forest Preserve unless a Permit is obtained prior to the start of the activity:
 1. Any contest, show, exhibit, dramatic performance, play, act, motion picture, bazaar, musical event, ceremony, parade, including, but not limited to, drills or maneuvers, rallies, or picketing.
 2. Any use of any Forest Preserve Area or facility by a certain person or group of persons to the exclusion of other;
 3. Camp on any lands of the District or inhabit any structure or facility overnight.
- b. Persons desiring to engage in any of the above activities may apply to the District for a Permit or license under the following categories and subject to the policies and fees set by the Board:
 1. Picnic – No Permit is required to have a picnic; however, if a Person desires to reserve a designated area or areas to the Exclusion of Others then a Permit is required.
 2. Camping – A Permit is required. The Permit reserves a designated area or areas to the Exclusion of Others and allows the permittee to remain in the Preserve overnight. For organized, sponsored youth group campsites, the Permit may be valid for from one to seven consecutive nights. The Permit may provide permission to for other Permit controlled activities.
 3. Special Event – A Special Event Permit may be required for activities listed in Chapter Two, Section IIIa, paragraph 1 above. The Permit may provide for use of an Area or Areas to the Exclusion of Others and for other Permit controlled activities pursuant to this Ordinance.
- c. Permits in General:
 1. Permits are non-transferable and are subject to fees set by the Board. Permits must be applied for at least 72 hours in advance of the event, except those that require a certificate of Insurance, which must be applied

for at least 14 days in advance of the event. Permits shall only be issued to a Legal Adult and that Legal Adult must be present during the permitted activity. Minor changes in the Permit may be made upon the Written Permission of the Director for no additional fee providing that the specific Forest Preserve is not changed, the date or dates involved are not changed, the number or size of the designated areas is not increased, and the request for change is made at least 72 hours prior to the event.

2. The Board may require proof of and establishing the amount of liability insurance required, and/or requiring a Hold Harmless Agreement, or requiring an endorsement naming the District as an additional insured when the activity is deemed to require such.

CHAPTER THREE – Protection of Property, Structures, and Natural Resources

Section I – Destruction or Misuse of Property and Structures:

No person shall upon or in connection with any Property of the District commit or attempt to commit any of the following acts:

- a. Destroy, deface, paint, alter, change or remove any monument, stone, marker, benchmark, stake, post or blaze marking or designating any boundary line, survey line or reference point;
- b. Cut, break, mark upon or otherwise damage, destroy or remove any post, building, shelter, picnic table, bridge, pier, drain, well, fountain, pump, telephone, lamp post, fence, gate, refuse container, exhibit, display, tool storage box, utility outlet, movie screen, flag post or any other structure, facility, equipment, apparatus or parts thereof;
- c. Climb, stand, sit or walk on any structure, building, shelter, shelter, fence, gate, post, flagpole, picnic table, wall, refuse container or parts thereof, or any equipment, object or apparatus which is not designed or intended for such use;
- d. Deface, destroy, cover, damage or remove any placard, notice or sign, or parts thereof, whether permanent or temporary, Posted or exhibited by the District to announce the rules, regulations and warnings or any other information to the public necessary or desirable to the proper use of the Forest Preserve;
- e. Take, appropriate, excavate, injure, destroy or remove any historical or prehistorical ruin or parts thereof, or any object of antiquity, without prior Written Permission of the Board;
- f. Throw, carry, cast, drag, push or deposit any container or receptacle, picnic table, barricade or any other Property into any Waterway or upon the frozen Waters thereof or otherwise move, stack or hide such Property in such a way as to render it unavailable to the general public for its intended use;

- g. Occupy or inhabit any house, barn, shelter, shed or other structure, or use for storage, or cause to be used for the storage of any goods, any house, barn, shelter, shed or other structure without the prior Written Approval of the Director;
- h. Enter into or upon any Preserve or Waters or Areas thereof or structures closed or Posted against trespass without the prior Written Permission of the Director. These structures or Areas may be, but are not limited to, construction areas, equipment or material storage structures or areas, work shops or stations, tree nurseries, wildlife nesting areas, or Areas undergoing reforestation or restoration of soil or vegetation or areas deemed hazardous to public safety or health;
- i. Enter into or upon and Preserve or Areas thereof for the purpose of collecting, gathering, acquiring or scavenging lost, misplaced or abandoned personal property or any other items of personal property without the prior Written Permission of the Director and then only in accordance with the terms and conditions thereof;
- j. Tamper with in any way, enter or climb upon, damage or remove anything from any District Vehicle, Watercraft, cart, trailer, machine or equipment; or
- k. Misuse any refuse container or receptacle by depositing into it any hot or burning substances, unless such container has been clearly identified for such use.

Section II – Destruction or Misuse of Natural Resources:

No person shall upon or in connection with any Property of the District commit or attempt to commit any of the following acts:

- a. Cut, remove, uproot, damage or destroy by any means, any sod, earth, tree, sapling, seedling, bush, shrub, flower or plant, whether dead or alive, or chip, blaze, box, girdle, trim or otherwise deface or injure any tree, shrub or bush or break or remove any branch or foliage thereof or pick or gather any seed of any tree or other plant without prior Written Permission of the Director;
- b. Remove or cause to be removed any sod, earth, humus, downed timber, wood chips, peat, rock, sand, gravel or any other natural material of the forest floor or earth without the prior Written Permission of the Director;
- c. Hunt, trap, capture, molest, poison, wound or kill any invertebrate, animal, mammal, bird, reptile, or amphibian, or disturb, molest or rob any nest, lair, den or burrow without prior Written Permission of the Director;
- d. Fish in any Waters of the District Posted against fishing, or fish in any District Waters by using a bow and arrow, spear or slingshot, or any device using more than two hooks per line, or seine or trap, or with unattended lines during the hours that the Forest Preserves are closed, as defined by provisions of this Ordinance, or in violation of any applicable laws of the State of Illinois as administered by the Illinois Department of Natural Resources, or in violation of any regulation or

restriction Posted by the Director controlling the size, species and number of fish that can be taken from a designated body of water;

- e. Release or cause to be released any wild, domestic or pet animal, bird, fish or reptile, or bring in, plant or distribute the seeds or spores of any flowering or non-flowering plant or fungus, without the prior Written Permission of the Director;
- f. Use or cause to be used any chemical or biological pesticide or other substance, procedure or process designed to alter the anatomy or physiology of any organism for the purpose of directly manipulating their populations, without prior Written Permission of the Director, and then only in compliance with all the applicable laws of the State of Illinois and the United States;
- g. Permit or allow any cattle, horses, sheep, goats, swine or other livestock to graze or browse on District Property; or
- h. Deposit, dump, throw, cast, lay or place, or cause to be laid or placed any ashes, trash, rubbish, debris, litter, grass clippings, brush, leaves or other organic material, or other discarded, used or unconsumed material anywhere but in those receptacles provided for such disposal and only material that was generated on the site in the course of normal, lawful use of Forest Preserve facilities.

Section III – Contraband:

All animals, plants, birds, fish or reptiles, or parts thereof, killed, captured, trapped, taken, bought, sold or possessed contrary to any provision of this Ordinance or applicable laws of the State of Illinois shall be, and are hereby declared, contraband and, as such, shall be subject to seizure by any duly sworn peace officer.

Section IV – Destruction by or Misuse of Fire:

No person shall upon or in connection with any Property of the District commit or attempt to commit any of the following acts:

- a. Knowingly or unknowingly set fire, or cause to be set on fire, any tree, forest, brushland, grassland, meadow, prairie, or marsh, or any other natural resource or Property of the District without first obtaining Written Permission from the Director;
- b. Build a fire anywhere, for any purpose, except in provided fireplaces or provided or privately owned fire receptacles, without first obtaining Written Permission from the Director;
- c. Build a fire or cause a fire to start in or out of a receptacle close to or in any structure whatsoever or close to any tree or plant in such a way as to deface, damage or destroy that structure or scar, injure or destroy the tree or plant or its foliage;

- d. Drop, throw away or scatter any burning, lighted or hot coals, ashes, cigarette, cigar, firecracker or match, except in those receptacles provided for such disposal; or
- e. Build any fire whatsoever for any purpose in or out of a receptacle or fireplace and leave it unattended, until such fire is properly extinguished. For the purpose of this Section, a fire shall be deemed properly extinguished when its ashes, residue, coals and unburned substance is cold to the human touch.

CHAPTER FOUR – REGULATION OF SPORTS AND GAMES

No person shall upon or in connection with any Property of the District:

Section I – Swimming:

Swim, wade or bathe at any time in any of the Waters or Waterways, except at such place or places as may be designated by the Board and then only in accordance with District rules, regulations and restrictions promulgated and Posted.

Section II – Watercraft:

Bring into, attempt to launch, use, or navigate any boat, yacht, canoe, raft or other Watercraft upon the Waters or Waterways, except at such place or places as may be designated by the Board. Where allowed, Watercraft shall be used in accordance with District rules, regulations and restrictions, as well as all applicable statutes of the State of Illinois and the United States.

Section III – Engine-Powered or Radio Controlled Models or Toys:

Start, fly or use any fuel powered, air-propulsioned or electric powered model or toy or any radio controlled model car, aircraft, boat or rocket or any like controlled toy or model, except in those Areas or Waters designated by the Board for such use and then only in accordance with District rules, regulations and restrictions promulgated and Posted, as well as all applicable rules and regulations administered by any federal, state or local agency responsible for controlling such use.

Section IV – Horseback Riding:

Bring into, unload, use or ride any horse, except on those fields, lots, Areas, trails, paths or roadways designated by the Board for horse use and then only in accordance with District rules, regulations and restrictions promulgated and Posted.

Section V – Bicycling:

- a. Ride a bicycle on any path, trail, roadway or other Area designated or Posted as prohibiting bicycles;
- b. Fail to ride a bicycle as closely as possible to the right-hand side of any road, trail or path, as conditions shall allow;
- c. Ride a bicycle more than two abreast on any trail, path, or roadway;

- d. Ride a bicycle more than single file when overtaking or approaching other bicycle or equestrian traffic;
- e. Ride a bicycle on any trail, path or other access which is less than eight feet in width; or
- f. Ride a bicycle on any trail, path, roadway, or parking area in a manner which endangers the safety of Persons or property, or at a speed which is greater than is reasonable and proper for the safe operation of the bicycle with regard to existing conditions, including but not limited to, trail or road surface, hills, curves, intersections and other bicycle or pedestrian or equestrian traffic.

Section VI – Skateboarding and Roller-blading:

Skateboard or roller-blade in any Area Posted as not allowing such activities, or skateboarding or roller-blading in such a manner which endangers the safety of Persons or property, or in such a manner that damages District Property.

Section VII – Sound or Energy Amplification:

Play or operate any Sound Amplification devices, including radios, television sets, public address systems, musical instruments and the like, or operate any other Energy Amplification device in such a way as to be audible beyond the immediate vicinity of such device or musical instrument or in such a manner as to disturb the quiet of camps, picnic areas or other Preserve Areas without obtaining a Special Event as outlined in Chapter Two, Section IIIb, paragraph 3 of this Ordinance.

Section VIII – Winter Sports:

- a. Sled, toboggan, ski or slide on any Area Posted by the Director as being "unsafe" or "hazardous" or as being "closed" due to inadequate snow cover or other environmental conditions, or upon being duly notified by the Director.
- b. Enter upon any frozen Waters to skate, fish, slide or walk or for any other purpose whatsoever when such Waters are posted "closed" or "unsafe" or "hazardous" by the Director or when notified of such conditions by the Director.
- c. Fish through the ice on any frozen Waters or parts thereof designated as ice skating areas by the Board.
- d. Bring onto or upon the frozen Waters of any lake, pond or watercourse any iceboat or wind-driven-like device or other vehicle, without the Written Permission of the Director.

Section IX – Field and Team Sports:

Play or engage in any club, league, or sponsored team sport, athletic event, or any such endeavor which by its nature restricts public use and access of open Areas or fields, except in those Areas designated by the Board as athletic fields or, if none are available, only in those Areas and for such a period of time as defined by special use permit approved by the

Executive Director, or other formal agreement approved by the Board of Commissioners, in order to ensure the safe and equal use of the Preserve by others. This does not restrict use of open Areas or fields by the public to engage in active and/or passive recreational games and activities that limit disturbances and impacts to forest preserve grounds and natural resources.

Section X – Amusement Contraptions:

Bring in, set up, construct, manage or operate any Amusement Contraption, without prior Written Permission of the Board.

Section XI – Aviation:

Make any ascent in or descent from any balloon, airplane, glider, hang glider, kite, helicopter or parachute, without the Written Permission of the Board.

Section XII – Gambling:

- a. Manage, operate or engage in gambling of any form;
- b. Have in their possession any clock, wheel, tape machine, slot machine, pin machine or other machine or device for the reception of money or other thing of value on chance or skill or upon the action of which money is staked, bet, hazarded, won or lost. Any such machine or device shall be subject to seizure, confiscation and destruction by any police officer or employee of the District.

CHAPTER FIVE – REGULATION OF MOTORIZED VEHICLES, TRAFFIC AND PARKING

Section I – State Law Adopted:

The Illinois Vehicle Code as now or hereafter amended (625 ILCS 5/11-100 et seq.) is adopted by reference as if set forth at length in this section.

No person shall upon or in connection with any Property of the District:

Section II – Vehicle Operation and Equipment:

Park, operate, or cause to be operated or parked, a Vehicle that does not comply with the Illinois Vehicle Code or other law or laws of the State of Illinois pertaining to the equipment, control, licensing, registering and use of Vehicles and/or the licensing of operators of such Vehicles.

Section III – Vehicle Types and Access Allowed:

- a. Park, operate, or cause to be operated or parked, any Vehicle except on the roads, drives and parking areas provided, and then only in compliance with the directions and restrictions Posted on regulatory signs, issued Permits, or at the direction of any District staff or duly sworn peace officer;
- b. Park, operate, or cause to be operated or parked, any snowmobile, go-cart, trail bike, mini-bike or other all-terrain off-road Vehicle without prior Written

Permission of the Board and then only in those Areas specified and in accord with the rules and restrictions set forth;

- c. Operate or move, or cause to be operated or moved, any Vehicle locked in as a result of the closing of the Forest Preserves at the designated time, until such time that the Preserve is officially opened; or
- d. Park, operate or cause to be operated or parked, any Vehicle on any road, drive or parking area Posted, gated or barricaded as being closed to public traffic.

Section IV – Right-of-Way:

Operate a Vehicle in such a manner as to fail to yield the right-of-way to pedestrians, bicyclists and equestrians.

Section V – Parking:

- a. Park a Vehicle overnight without prior Written Permission of the Director;
- b. Park a Vehicle in such a way as to block in another parked Vehicle;
- c. Park a Vehicle in such a way as to block, restrict or impede the normal flow of traffic;
- d. Park or stop a Vehicle in a zone or Area posted as prohibiting parking;
- e. Park a Vehicle on turf, meadow, prairie, marsh, field or woodland, except in an emergency or as directed by any District staff or duly sworn peace officer for the purpose of crowd control or special event parking;
- f. Park a Vehicle for the purpose of washing it or for the making of any repairs or alterations, except those of an emergency nature; or
- g. Park or stop a Vehicle in such a way as to occupy more than one provided parking stall or space unless otherwise directed to do so by District staff or duly sworn peace officer.

Section VI – Speed Limit:

Operate or propel a Vehicle or cause a Vehicle to be propelled on any road, drive or parking area at a speed greater than the speed limit posted along the right-of-way or, in absence of such posted limit, at a speed in excess of ten (10) miles per hour.

Section VII – Special Speed and Operating Restrictions:

Operate or cause to be operated any Vehicle upon any road, path, drive or parking area in any manner which endangers the safety of Persons or property, or at a speed which is greater than is reasonable and proper for the safe operation of the Vehicle, with regard to traffic conditions and special hazards such as trail crossings, entrances to parking areas or campgrounds,

narrow or winding roads, hills, curves, weather or road conditions, and pedestrian, equestrian or bicycle traffic.

CHAPTER SIX – REGULATION OF PERSONAL CONDUCT AND BEHAVIOR

No person shall upon or in connection with any Property of the District:

Section I – Vending and Advertising:

- a. Collect fees, admission or cover charges or display or offer for sale any articles or things, or conduct or solicit any business, trade, occupation or profession, or offer without charge any articles or things, without a valid Concessionaire Agreement approved by the Board and then only in accordance with the terms and conditions thereof, it being the intention to control commercial enterprises or sales on District lands; or
- b. Display, distribute, post or fix and placard, sign, handbill, pamphlet, circular or any other written or printed material or objects containing advertising matter or announcements of any kind whatsoever, or mark with paint any ground, trees, roads or parking areas without prior Written Permission of the Director and then only in compliance with the terms of such permission or in compliance with the terms of a valid Concessionaire Agreement approved by the Board, except those groups holding a valid Picnic, Camping, or Special Event Permit may display signs to identify their location or direct others to it, providing such signs are temporary, not more than 24" x 36" in size and are removed by the Permittee at the termination of the activity and are not attached to any tree or shrub or any District sign, gate, or building.

Section II – Unlawful Obstructions:

- a. Set or place or cause to be set or placed any goods, wares or merchandise, or any stand, cart or vehicle for the transportation or vending of any such goods, wares or merchandise, or any other article upon any property of the District to the obstruction of use of any Preserve or to the detriment of the appearance of any Preserve;
- b. By force, threat, intimidation or by unlawful fencing or enclosing or any other unlawful means prevent or obstruct or combine and conspire with others to prevent or obstruct any Person from peacefully entering upon any Property of the District, or prevent or obstruct free passage or transit over through any lands or Waters of the District, or obstruct the entrance into any facility within the District, except that nothing in this section shall be construed to deny lawful enforcement of a valid Permit granting a certain Person or Persons use to the Exclusion of others as defined and provided for in this Ordinance.

Section III – Unlawful Construction, Maintenance or Encroachment:

- a. Erect, construct, install, or place any structure *(*)with the exception of use of pop-up shade canopy structures, up to 12 feet by 12 feet in size, during forest*

preserve open hours within preserve areas designated by the Board), building, shed, fences, machinery, equipment, or apparatus of any type, or stockpile, store or place any organic or inorganic material used for construction of such items on, below, over or across a Preserve without prior Written Permission from the District and then only in accordance with the terms and conditions set forth in a valid License, Easement or Contract agreement.

(Designated areas for use of shade canopies up to 12' X 12' only include the turf grass field area at the Harris Forest Preserve Horse Arena and Baseball Field, and the Hoover Forest Preserve Baseball Field and Picnic Pavilion.*

- b. Perform or cause to be performed any mowing, trimming, cutting, or grooming of District lands, or perform any singular grounds maintenance for any purpose, or in any like manner encroach onto District property from privately or publicly owned lands without Written Permission from the Director; or
- c. Place, stockpile or store any gravel, stone, dirt, sand, wood, lumber or any other organic or inorganic material on District property.

Section IV – Drug or Alcohol Use:

For the purpose of this section, the words or terms used shall have the following meaning:

- a-1. "Cannabis" shall have the meaning ascribed to it in Section 3 of the Illinois Cannabis Control Act.
- a-2. "Controlled Substance" shall have the meaning ascribed to it in Section 102 of the Illinois Controlled Substance Act.
- b. Possess, bring into, or use any Controlled Substance or Cannabis or any derivative thereof;
- c. Possess, produce, plant, cultivate, tend or harvest the Cannabis sativa plant;
- d. Possess, bring into, or consume any alcoholic beverages on District property or any facility thereof, with the following exceptions:

Alcoholic beverages may be consumed at Ellis House at Baker Woods Forest Preserve, and Meadowhawk Lodge at Hoover Forest Preserve within 250 feet of these buildings as part of an approved facility rental agreement, which includes the service of prepared meals, with the service of alcohol exclusively controlled by:

- 1. A catering business enrolled in the Kendall County Forest Preserve District's Preferred Caterers Program that possesses a current Class I license in accordance with the Kendall County Liquor Control Ordinance;

2. A not for profit corporation or organization that possesses a current Class G or Class J license in accordance with the Kendall County Liquor Control Ordinance;
3. A pre-approved bartending service business serving, but not selling, alcohol and employing BASSET (Beverage and Alcohol Sellers and Servers Education Training) certified alcohol servers in accordance with 235 ILCS 5/6-27.1; or
4. A charitable organization hosting an event wherein alcohol is served, but not sold, by volunteers of the organization.

All entities serving alcohol on Forest Preserve property must satisfy District Insurance requirements.

- e. Be present in an intoxicated condition or under the influence of alcoholic beverages, drug or narcotic to the extent of being unable to perform normal bodily functions, such as maintaining balance or coherent speech, or because of the influence of such or like substances engage in behavior or speech that intimidates others or interferes with or unreasonably disrupts others in the normal, safe use of the Forest Preserves or any facility thereof.

Section V – Weapons and Harmful Substances:

At any time have in their possession or on or about their Person, Vehicle or any other conveyance, concealed or otherwise, any firearm, stun gun, taser, bow and arrow, slingshot, cross bow, spear or spear gun, switch-blade knife, stiletto, sword, blackjack, billy club, martial arts weapon or any air rifle, paint gun or device capable of discharging a projectile or harmful chemical substance, or any weapon, instrument or substance of like character or design except at those ranges or Areas designated for their use by the Board and then only in accordance with the rules and restrictions set forth for the proper use of such ranges or Areas. Nothing contained herein shall be construed to prevent any duly sworn peace officer from carrying such weapons as may be authorized and necessary in the discharge of their duties nor shall it apply to a Person summoned by any such Officer to assist in making arrests and preserving the peace while such Person is engaged in assisting.

Section VI – Disorderly Conduct:

Engage in behavior or speech that provokes a breach of the peace or disrupts, alarms, disturbs, intimidates, or unreasonably interferes with others in the normal, safe use of the Forest Preserves or any facility thereof.

Section VII – Disobeying a Lawful Order:

Disobey, ignore, or in any manner fail to comply with any request, direction, or order given by any duly sworn peace officer charged with the control, management, or protection of District Property or resources when such request, direction or order is given in the lawful performance of his duties.

Section VIII – Hindering or Bribing Employees:

- a. Interfere with, unreasonably disrupt, delay, or in any manner hinder any Employee engaged in the performance of his duties; or
- b. Give or offer to give any Employee any money, gift, privilege or article of value on or off District Property in order to violate the provisions of this Ordinance or any other District Ordinance, Contract or Permit or Statute of the State of Illinois and the United States or in order to gain or receive special consideration in applying for any use or privilege or to gain special consideration and treatment in the use of any District Property of facility.

Section IX – Control and Treatment of Animals:

- a. Bring, lead or carry any dog that is unleashed or on a leash longer than 10 feet, except in those Areas designated by the Board for dog training and then only in accordance with the rules and restrictions duly promulgated for the control of such Area or Areas. Where Posted, Persons bringing a dog into a Preserve or Areas thereof shall be responsible for immediate clean-up and removal of the animal's excrement;
- b. Willfully or neglectfully cause or allow any domestic animal to run or remain at large, or to release any wild or domestic animal, for any purpose, except within those Areas designated by the Board and then only in accordance with the rules and restrictions duly promulgated for the control of such Area or Areas;
- c. Torture, whip, beat or cruelly treat or neglect any animal;
- d. Bring in, drive, ride or lead any animal, except that horses, sled dogs and other draft animals may be ridden or led, or driven ahead of Vehicles or sleds attached thereto on such portions of the Forest Preserves as may be designated by the Board and then only in accordance with the rules and restrictions duly promulgated for the control of such Area or Areas; or
- e. Hitch or tie any horse or other animal to any tree, bush or shrub;
- f. Bring in, lead, drive, ride or carry any wild, domestic or pet predator, leashed or unleashed into or upon any Forest Preserve, or part thereof, designated as a Nature Preserve or Nature Area or Historic Site, without Written Permission of the Director, unless such animal is kept confined within a closed vehicle or trailer.
- g. Nothing in this Ordinance shall be construed to prohibit the controlled use of certain animals approved by the President for the purposes of public safety, such as, but not limited to, the protection of District property or the protection of Employees in the performance of their duties or in the performance of search and rescue operations.
- h. Nothing in this Ordinance shall be construed to prohibit the controlled use of animals used for aiding physically challenged individuals.

Section X – Honoring Permits:

By act or speech willfully or unreasonably hinder, interrupt or interfere with any duly permitted activity or unreasonably or willfully intrude on any Areas or Into any structure designated for the use of a certain Person or Persons to the Exclusion of Others by Written Permission of the District.

Section XI – Pyrotechnics:

Set off or attempt to set off or ignite any firecrackers, fireworks, smoke bombs, rockets, black powder guns or other pyrotechnics.

Section XII – Illinois Compiled Statutes Violation:

Do or cause to be done any act in violation of: the Illinois Criminal Code of 1961 as amended, the Illinois Cannabis and Controlled Substances Acts of 1971 as amended, the Illinois Dram Shops Acts as amended, or any applicable Illinois Compiled Statutes as amended while in or on any property administered by or under the jurisdiction of the District.

CHAPTER SEVEN – ENFORCEMENT

Section I – Police:

All Police, Deputy, Sheriff, State Policeman or any other duly sworn peace officer has the power and is authorized to arrest, with or without process, any persons found in the act of violating any Ordinance of the District or law of the State of Illinois.

Section II – Two Penalties – One Judgment:

In all cases where the same offense shall be made punishable or shall be created by different clauses or sections or this or any other ordinance or statute, a duly sworn peace officer or person prosecuting an offender may elect under which to proceed, but not more than one judgment shall be entered against the same person for the same offense.

Section III – Fines and Penalties:

Any person found guilty of violating any provision of this Ordinance shall be fined an amount not less than \$75.00 but not more than \$500.00 for each offense.

Section IV – Authority of Other Agencies:

Nothing in this Ordinance shall be construed to prevent other officers from carrying out their sworn duties within the territories of the District as defined by applicable laws of the State of Illinois and the United States or Ordinances of Kendall County, Illinois or in accord with any Policing Agreement approved by the Board.

Section V – Permits and Designated Areas – Authority:

To carry out the terms of this Ordinance, the Director or his designee is hereby given authority to issue Permits, Post notices or take other action as called for herein, subject to the guidelines set forth.

- a. The Director shall have the authority to close Preserves, or parts thereof, in the interest of public health, safety or general welfare or in order to protect the natural resources from unreasonable harm; to promulgate and issue Permits where required by this Ordinance; and to collect such fees as established by the District in accordance with the following guidelines:
 1. No Person shall be discriminated against because of age, race, sex, creed, color, national origin, or physical or mental handicap;
 2. The proposed use or activity shall not unreasonably interfere with or detract from the general public's use and enjoyment of the Forest Preserves and surrounding property or facilities;
 3. The proposed use or activity is not reasonably likely to result in violence or in serious harm to Property or Persons;
 4. The proposed activity or use shall not entail extraordinary expense or operation costs by the District or expose it to unusual or extreme liability;
 5. The Area desired has not been reserved for another activity at the same time;
 6. The proposed activity is not reasonably expected to detract from the promotion of public health; and
 7. The proposed activity is reasonably compatible with the type of Preserve, the size and character of the Area or Waters involved and the facilities available, and that it is not reasonably expected to cause irreparable harm or extreme damage to the natural environment of the Preserve.
- b. The Director may impose reasonable restrictions on the granting of a Permit, including, but not limited to any of the following:
 1. Restricting the open dates for reserved Area use; the length of time an Area will be held for reserved use; the use of ground fires; off-the-road vehicle access; the number of Persons present; the use of domestic or trained animals; the use of shelters or structures; the collecting for any purpose of any Water, soils, minerals, flora or fauna; the type and location of sports and games or any other activity which appears likely to unreasonably interfere with the use and enjoyment of the Preserve by others or cause damage to District property; and
 2. Requiring the name, address, telephone number and driver license number of a legal adult responsible for the use or activity requested, as well as the name, address and telephone number of the group represented by the applicant.

- c. All Permits required by this Ordinance and issued by the District shall be issued at the District headquarters at 110 West Madison Street, Yorkville, Illinois. All applications for Permits shall be submitted at least 72 hours in advance of the earliest requested date, provided that the Director may waive the 72-hour time period in the interest of public safety or for such events that are of a significant civic nature.
- d. The Director is authorized to seek reasonable information regarding any proposed use, activity or privilege and require a record of such information on a Permit application. No Person shall misrepresent, falsify or withhold such required information.
- e. No Person granted a Permit shall violate the requirements, terms, conditions, restrictions or rules duly set forth under the authority of this Ordinance as part of any granted Permit.
- f. The Board may set forth in other Ordinances guidelines and standards regulating such Permit or registration fees as it deems proper and may change them from time to time.
- g. No Person shall obtain or use any Permit without having first paid the established fee.
- h. All designated Areas, Waters or facilities and all Permit restrictions, rules, regulations or conditions are subject to review at any time by the Board. Any aggrieved Person shall have the right to petition the Board, in writing, regarding denial or restriction of use or activity and be properly heard by the Board, as the President shall direct.

Section VI – Civil Suits:

Nothing in this Ordinance shall be construed to prevent or preclude the lawful use by the District of a civil remedy at law, or correct an abuse or loss suffered by the District as a result of a violation of this Ordinance or any law of the State of Illinois.

Section VII – State's Attorney Authorized to Prosecute:

The Kendall County State's Attorney shall be authorized to prosecute any violations of this Ordinance until such a time that the District opts to employ its own attorney for representation of the District. Should the District employ a District Attorney for the purpose of prosecuting violations of this Ordinance, then said attorney shall be authorized to do so.

Section VIII – State, United States and Local Laws:

All Persons within the Forest Preserves are subject to all Ordinances, rules and regulations of the District, as well as all applicable laws of the United States and the State of Illinois, as amended and changed from time to time. These laws include, but are not limited to, the Downstate Forest Preserve Act, the Illinois Vehicle Code, the Criminal Code of 1961, the

Wildlife Code and the Fish Code of the State of Illinois, as amended and changed from time to time.

CHAPTER EIGHT – MISCELLANEOUS

Section I – Enactment:

This Ordinance shall be in full force and effect from and after its passage, approval and publication as required by statute.

Section II – Captions and Headings:

The captions and headings used herein are for the convenience of reference only and do not define or limit the contents of each paragraph.

Section III – Severability:

The provisions of this Ordinance shall be deemed to be severable and the invalidity or unenforceability of any provisions shall not affect the validity and enforceability of the other provisions hereof.

Section IV – Copies:

The Secretary of the Forest Preserve District shall transmit a copy of this Ordinance to the President, Director and Attorney of the District, respectively, and shall cause it to be published as provided by law.

Section V – Conflict:

All Forest Preserve District ordinances and all resolutions and orders, or any parts thereof, in conflict with this ordinance, or any parts thereof, are hereby repealed.

Section VI– Amendments:

The District may amend this Ordinance from time to time.

**Passed and approved by the President and Board of Commissioners of the District this
18th day of September, 2018.**

Approved: Judy Gilmour
Judy Gilmour, President

Attest: Elizabeth Flowers
Elizabeth Flowers, Secretary

Amended November 7, 2012.
Amended August 15, 2016.
Amended May 6, 2017
Amended September 18, 2018