

**KENDALL COUNTY FOREST PRESERVE DISTRICT  
MEETING AGENDA  
TUESDAY, APRIL 20, 2021  
9:00 A.M.  
KENDALL COUNTY OFFICE BUILDING - ROOMS 209 & 210**

- 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 Commission Meeting of April 7, 2021
  - Kendall County Forest Preserve District Committee of the Whole Meeting of April 13, 2021
- VIII. \*Approval of Claims in the Amount of \$25,748.59
- OLD BUSINESS**
  - No items posted for consideration*
- NEW BUSINESS**
- IX. \***MOTION:** Approval of a Contract with Groot Enterprises, Inc. of Plano, Illinois for Trash and Recycling Removal from Harris, Hoover, Baker Woods, and Pickerill-Pigott Forest Preserves for a Total Amount of \$5,032.84 for Services Extending May 1, 2021 through April 30, 2022
- X. \***MOTION:** Approval of a Forest Foundation of Kendall County Request for Permission to Install a Commemorative Plaque at Pickerill-Pigott Forest Preserve Dedicated to the Pigott Family in Recognition of a \$5,000.00 Charitable Donation to the Forest Foundation of Kendall County
- XI. Public Comments
- XII. Executive Session
- XIII. Other Items of Business
- XIV. Adjournment

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

***For remote electronic participation, please use the information provided below:***

**Microsoft Teams meeting**

[Click here to join the meeting](#)

**Or call in (audio only)**

[+1 309-248-0701, 917108836#](#) United States, Rock Island

Phone Conference ID: 917 108 836#

**KENDALL COUNTY FOREST PRESERVE DISTRICT  
COMMISSION MEETING MINUTES  
APRIL 7, 2021**

**I. Call to Order**

President Gilmour called the meeting to order at 6:00 pm in the Kendall County Office Building - Second Floor Board Rooms 209 and 210.

**II. Pledge of Allegiance**

All present recited the Pledge of Allegiance at the start of the meeting.

**III. Invocation**

An invocation was offered by Commissioner Gengler.

**IV. Roll Call**

X	Cesich	X	Gryder
X	DeBolt	X	Kellogg
X	Flowers	X	Koukol
X	Gengler		Rodriguez
X	Gilmour	X	Vickers

Roll call: Commissioners Cesich, DeBolt, Flowers, Gengler, Gryder, Kellogg, Koukol, Vickers, and Gilmour were all present.

**V. Approval of Agenda**

Commissioner DeBolt made a motion to approve the Commission meeting agenda as presented. Seconded by Commissioner Flowers.

<b>Motion: Commissioner DeBolt</b>					
<b>Second: Commissioner Flowers</b>					
<b>Roll call: Approval of Agenda</b>					
<b>Commissioner</b>	<b>Aye</b>	<b>Opposed</b>	<b>Commissioner</b>	<b>Aye</b>	<b>Opposed</b>
Cesich	X		Gryder	X	
DeBolt	X		Kellogg	X	
Flowers	X		Koukol	X	
Gengler	X		Rodriguez		
Gilmour	X		Vickers	X	
<b>Motion unanimously approved.</b>					

Roll call: Commissioners Cesich, DeBolt, Flowers, Gengler, Gryder, Kellogg, Koukol, Vickers, and Gilmour, aye. Opposed, none. Motion unanimously approved.

**VI. Public Comment**

No public in attendance offered comment.

**CONSENT AGENDA**

**VII. Approval of Minutes**

- Kendall County Forest Preserve District Committee of the Whole meeting of March 9, 2021
- Kendall County Forest Preserve District Commission Meeting of March 16, 2021
- Kendall County Forest Preserve District Finance Committee Meeting of March 25, 2021

**VIII. Approval of Claims in the Amount of \$18,388.97**

Commissioner Gryder made a motion to approve the Consent Agenda. Seconded by Commissioner DeBolt.

Motion: Commissioner Gryder					
Second: Commissioner DeBolt					
<b>Roll call: Consent Agenda</b>					
<b>Commissioner</b>	<b>Aye</b>	<b>Opposed</b>	<b>Commissioner</b>	<b>Aye</b>	<b>Opposed</b>
Cesich	X		Gryder	X	
DeBolt	X		Kellogg	X	
Flowers	X		Koukol	X	
Gengler	X		Rodriguez		
Gilmour	X		Vickers	X	
Motion unanimously approved.					

Roll call: Commissioners Cesich, DeBolt, Flowers, Gengler, Gryder, Kellogg, Koukol, Vickers, and Gilmour, aye. Opposed, none. Motion unanimously approved.

**OLD BUSINESS**

No items were presented for consideration.

**NEW BUSINESS**

**IX. MOTION: Approval of a Proposal from Riemenschneider Electric, Inc. of Yorkville, Illinois for the Installation of a 100 AMP, Volt, Single Phase, Overhead Service and Receptacle and Lighting Fixture Rewiring for the Pickerill-Pigott Forest Preserves Hilltop Storage Building for an Amount Not-to-Exceed \$3,415.00**

Commissioner DeBolt made a motion to approve a proposal from Riemenschneider Electric, Inc. of Yorkville, Illinois for the installation of a 100 AMP, volt, single phase, overhead service and receptacle and lighting fixture rewiring for the Pickerill-Pigott Forest Preserve Hilltop Storage Building for an amount not-to-exceed \$3,415.00. Seconded by Commissioner Gryder.

Motion: Commissioner DeBolt  
 Second: Commissioner Gryder  
**Roll call: Riemenschneider Electric Proposal - \$3,415.00**

Commissioner	Aye	Opposed	Commissioner	Aye	Opposed
Cesich	X		Gryder	X	
DeBolt	X		Kellogg	X	
Flowers	X		Koukol	X	
Gengler	X		Rodriguez		
Gilmour	X		Vickers	X	

Motion unanimously approved.

Roll call: Commissioners Cesich, DeBolt, Flowers, Gengler, Gryder, Kellogg, Koukol, Vickers, and Gilmour, aye. Opposed, none. Motion unanimously approved.

**X. MOTION: Approval of a Repair Estimate for the 2009 Bobcat from Atlas Bobcat, LLC of Yorkville, Illinois for Replacement of Carrier Seal and Lift Actuator in the Amount of \$5,852.22**

Commissioner Gryder made a motion to approve a repair estimate for the 2009 Bobcat from Atlas Bobcat, LLC of Yorkville, Illinois for replacement of carrier seal and lift actuator in the amount of \$5,852.22. Seconded by Commissioner Gengler.

Motion: Commissioner Gryder  
 Second: Commissioner Gengler  
**Roll call: Atlas Bobcat, LLC Repair Proposal - \$5,852.22**

Commissioner	Aye	Opposed	Commissioner	Aye	Opposed
Cesich	X		Gryder	X	
DeBolt	X		Kellogg	X	
Flowers	X		Koukol	X	
Gengler	X		Rodriguez		
Gilmour	X		Vickers	X	

Motion unanimously approved.

Roll call: Commissioners Cesich, DeBolt, Flowers, Gengler, Gryder, Kellogg, Koukol, Vickers, and Gilmour, aye. Opposed, none. Motion unanimously approved.

**XI. MOTION: Approval of an Engagement Letter and Proposal from Speer Financial Inc. for Municipal Advisor Services in the Amount of \$4,000.00, Plus Reimbursable Expenses (Exhibit B – Item #10) Not-to-Exceed \$700.00, Pursuant to the Issuance of Limited Tax General Obligation Bonds for the Proposal of Funding District 5-Year Plan Capital Project Priorities**

Commissioner Gryder made a motion to approve an Engagement Letter and Proposal from Speer Financial Inc. for Municipal Advisor Services In the Amount of \$4,000.00, Plus Reimbursable Expenses (Exhibit B – Item #10) not-to-exceed \$700.00, pursuant to the

issuance of limited tax obligation bonds for the proposal of funding District 5-Year Plan Capital Project Priorities. Seconded by Commissioner Gengler.

Motion: Commissioner Gryder  
 Second: Commissioner Gengler  
**Roll call: Speer Financial Engagement Letter - \$4,000 + \$700 Reimb. Exp.**

Commissioner	Aye	Opposed	Commissioner	Aye	Opposed
Cesich	X		Gryder	X	
DeBolt		X	Kellogg	X	
Flowers	X		Koukol		X
Gengler	X		Rodriguez		
Gilmour	X		Vickers	X	

Motion unanimously approved.

Roll call: Commissioners Cesich, Flowers, Gengler, Gryder, Kellogg, Vickers, and Gilmour, aye. Opposed, Commissioners DeBolt and Koukol. Motion carried by a vote of 7:2..

**XII. MOTION: Approval of the Illinois Department of Natural Resource – PARC Grant Award Fee in the Amount of \$5,000.00 for Grant Number PARC 21-114 for the Pickerill-Pigott Estate House Public Access Improvements Project**

Commissioner Kellogg made a motion to approve the Illinois Department of Natural Resource – PARC Grant Award Fee in the amount of \$5,000.00 for grant number PARC 21-114 for the Pickerill-Pigott Estate House Public Access Improvements Project. Seconded by Commissioner DeBolt.

Motion: Commissioner Kellogg  
 Second: Commissioner DeBolt  
**Roll call: IDNR PARC Grant #21-114 \$5,000 Grant Award Fee**

Commissioner	Aye	Opposed	Commissioner	Aye	Opposed
Cesich	X		Gryder	X	
DeBolt	X		Kellogg	X	
Flowers	X		Koukol	X	
Gengler	X		Rodriguez		
Gilmour	X		Vickers	X	

Motion unanimously approved.

Roll call: Commissioners Cesich, DeBolt, Flowers, Gengler, Gryder, Kellogg, Koukol, Vickers, and Gilmour, aye. Opposed, none. Motion unanimously approved.

**XIII. Public Comments**

Jim Wyman with WSPY asked for an update on the Millbrook Bridge removal project cost with D. Construction.

**XIV. Executive Session**

None.

**XV. Other Items of Business**

- Certificate of Determination – Intent to Sell Approximately \$1,400,000 Principal Amount of the District’s General Obligation Limited Tax Bonds
- Bond Issue Notification Act (BINA) Public Notice and Hearing – Kendall County Office Building Rooms 209 & 210 on April 20, 2021 at 9:00 am

**XVI. Adjournment**

Commissioner Kellogg made a motion to adjourn. Seconded by Commissioner Gryder.

<b>Motion: Commissioner Kellogg</b>					
<b>Second: Commissioner Gryder</b>					
<b>Roll call: Adjournment</b>					
<b>Commissioner</b>	<b>Aye</b>	<b>Opposed</b>	<b>Commissioner</b>	<b>Aye</b>	<b>Opposed</b>
Cesich	X		Gryder	X	
DeBolt	X		Kellogg	X	
Flowers	X		Koukol	X	
Gengler	X		Rodriguez		
Gilmour	X		Vickers	X	
<b>Motion unanimously approved.</b>					

Roll call: Commissioners Cesich, DeBolt, Flowers, Gengler, Gryder, Kellogg, Koukol, Vickers, and Gilmour, aye. Opposed, none. Motion unanimously approved.

Meeting adjourned at 6:13 pm.

Respectfully submitted,

David Guritz  
Director, Kendall County Forest Preserve District

**KENDALL COUNTY FOREST PRESERVE DISTRICT  
COMMITTEE OF THE WHOLE MEETING MINUTES  
APRIL 13, 2021**

**I. Call to Order**

President Gilmour called the meeting to order in the Kendall County Office Building – Kendall County Board Rooms 209 and 210 at 4:30 pm.

**II. Roll Call**

X	Cesich	X	Gryder
X	DeBolt	X	Kellogg
X	Flowers (Entered meeting remotely at 4:45 pm)	X	Koukol
X	Gengler	X	Rodriguez
X	Gilmour	X	Vickers

Roll call: Commissioners Cesich, DeBolt, Gengler, Gryder, Koukol, Rodriguez, Vickers, and Gilmour were all present.

Commissioner Vickers adjourned from the meeting at 4:40 pm and did not return.

Commissioner Flowers entered the meeting remotely at 4:45 pm.

Commissioner Gengler adjourned from the meeting at 5:58 pm and did not return.

**III. Approval of Agenda**

Commissioner DeBolt made a motion to approve the Committee of the Whole meeting agenda as presented. Seconded by Commissioner Gengler.

<b>Motion: Commissioner DeBolt</b>					
<b>Second: Commissioner Gengler</b>					
<b>Roll call: Approval of Agenda</b>					
<b>Commissioner</b>	<b>Aye</b>	<b>Opposed</b>	<b>Commissioner</b>	<b>Aye</b>	<b>Opposed</b>
Cesich	X		Gryder	X	
DeBolt	X		Kellogg	X	
Flowers			Koukol	X	
Gengler	X		Rodriguez	X	
Gilmour	X		Vickers		
<b>Motion unanimously approved.</b>					

Roll call: Commissioners Cesich, DeBolt, Gengler, Gryder, Kellogg, Koukol, Rodriguez, and Gilmour, aye. Opposed, none. Motion unanimously approved.

**IV. Public Comment**

No public comments were offered from citizens in attendance.

**V. Executive Director's Report**

Director Guritz presented highlights from the Executive Director's report.

**VI. Review of Preliminary Financial Statements and Cost Center Reports for the Period Ending March 31, 2021**

Director Guritz presented an overview of the preliminary Financial Statements and Cost Center reports for the period ending March 31, 2021.

**VII. Motion to Forward Claims to Commission**

Commissioner Cesich made a motion to forward claims to Commission. Seconded by Commissioner Koukol.

The combined total for the claims lists generated was \$25,748.59.

Motion: Commissioner Cesich  
Second: Commissioner Koukol

**Roll call: Forwarding of Claims to Commission**

Commissioner	Aye	Opposed	Commissioner	Aye	Opposed
Cesich	X		Gryder	X	
DeBolt	X		Kellogg	X	
Flowers			Koukol	X	
Gengler	X		Rodriguez	X	
Gilmour	X		Vickers		

Motion unanimously approved.

Roll call: Commissioners Cesich, DeBolt, Gengler, Gryder, Kellogg, Koukol, Rodriguez, and Gilmour, aye. Opposed, none. Motion unanimously approved.

Commissioner Flowers entered the meeting at 4:45 pm.



**OLD BUSINESS**

**VIII. Newmark Appraisal Report – Reservation Woods Parcels Fair Market Value**

The Committee of the Whole discussed the Newmark appraisal report and cost estimates for the purchase of the two parcels from The Conservation Foundation.

Director Guritz reported the appraised fair market value for all three Reservation Woods parcels was \$14,000 per acre. A total of 10.5 acres +/- are recommended for purchase under the terms of the District's Illinois Clean Energy Community Foundation land acquisition grant.

Under the terms of the grant, the property can be purchased for land value no more than 10% higher than the appraised fair market value, or no more than \$15,400.00 per acre.

District staff will recommend purchase of the two parcels owned by The Conservation Foundation for \$15,400.00 per acre, which will allow The Conservation Foundation to roll in a good portion of the costs incurred and project fees into the land purchase, of which amount the ICECF grant will cover 80%, with The Conservation Foundation providing the remaining 20% required match for the project.

**IX. IPMG-ICRMT Workers' Compensation Coverage Increase**

Director Guritz provided an overview of the audit and cost increase for FY20 Workers' Compensation coverage from IPMG-ICRMT. The District will be invoiced an additional \$805.00 following the District's disputing of the IPMG audit report which included an initial FY20 supplemental invoice of \$7,654.00. The District will need to amend the FY21 budget accordingly.

**X. WM Audit and Refund – Groot Recycling and Waste Services Contract**

Director Guritz presented a report on the Waste Management refund owed to the District, and presented a draft contract with Groot Industries, Inc. for waste and recycling hauling from four preserve areas. The draft contract has been reviewed and amended by ASA Coffey with the Kendall County State's Attorney's Office.

Commissioner Gryder made a motion to forward the Groot Industries, Inc. recycling and waste services contract to Commission for approval. Seconded by Commissioner DeBolt.

<p><b>Motion: Commissioner Gryder</b>  <b>Second: Commissioner DeBolt</b></p>					
<p><b>Roll call: Groot Industries, Inc. Contract to Commission</b></p>					
<b>Commissioner</b>	<b>Aye</b>	<b>Opposed</b>	<b>Commissioner</b>	<b>Aye</b>	<b>Opposed</b>
Cesich	X		Gryder	X	
DeBolt	X		Kellogg	X	
Flowers	X		Koukol	X	
Gengler	X		Rodriguez	X	
Gilmour	X		Vickers		
<p>Motion unanimously approved.</p>					

Roll call: Commissioners Cesich, DeBolt, Flowers, Gengler, Gryder, Kellogg, Koukol, Rodriguez, and Gilmour, aye. Opposed, none. Motion unanimously approved.

**NEW BUSINESS**

**XI. Kluber Architects + Engineers, Inc. Proposal – Pickerill-Pigott Estate House Public Access Improvements**

Chris Hansen, Architect with Kluber Architects + Engineers presented the proposal for design, development of bid specifications, and construction oversight for the Pickerill-Pigott estate house public access improvements project.

The Kluber Architects + Engineers, Inc. proposal will be presented to Commission for approval after the District receives the IDNR-PARC grant agreement.

**XII. Upland Design, Ltd. Proposal – Fox River Bluffs Forest Preserve Public Access Improvements**

Marla Sovan, Professional Landscape Architect with Upland Design presented the proposal for the design, development of bid specifications, and construction oversight of the public access improvements at Fox River Bluffs Forest Preserve.

The Upland Design propsoal will be presented to Commission for approval after the District’s FY21 budget is amended in May to provide sufficient appropriations in Fund 1908 – RTP Grant Fund.

**XIII. KCFPD Series 2021 Limited Tax General Obligation Bonds – Timeline and Costs; Early Call Provisions**

The Committee of the Whole discussed the KCFPD series 2021 LTGO Bonds presentation prepared by Speer Financial Inc. that included the timeline, costs for issuance, and tax impact on the average home value in Kendall County.

The Committee of the Whole discussed the merits of including an early call provision, and provided direction to work with Speer Financial, Inc. to include the early call provisions based on Speer's final recommendations.

**XIV. FY21 Contingency Appropriations Transfer Report**

The Committee of the Whole discussed a report on the FY21 contingency appropriations transfers to address budget shortfall issues with camp supplies, grounds and natural resources equipment, insurance, and preserve improvements. Additional funds, and a FY21 budget amendment will be needed to address the insurance benefits cost shortfall.

Director Guritz reported that he will work with Latreese Caldwell to update and analyze FY21 insurance benefit costs.

**XV. American Rescue Plan Act of 2021 (Coronavirus Bill) - KCFPD Revenue Impacts and Projections Report FY20 through FY23**

The Committee of the Whole discussed the report on the American Resurce Plan Act of 2021 with the projections on impacts to the District.

Based on guidelines received, Commissioner Kellogg recommended that the District budget no more than \$85,000 for FY20 losses under the Act's rules.

Commissioner Gengler adjourned from the meeting at 5:58 pm and did not return.

**XVI. Approval of Special Use Permits**

- a) University of Illinois Extension – Letter of Request to Waive 4H Horse Show Fees and Charges – 07/17/21
- b) Nelson – Wedding Ceremony at Jay Woods Forest Preserve on 10/02/2021

The Committee of the Whole discussed the fee reduction request and special use permit.

Commissioner Flowers made a motion to approve the Extension Office request to waive the \$50 use fee. Seconded by Commissioner Kellogg.

Motion: Commissioner Flowers  
 Second: Commissioner Kellogg

**Roll call: University of Illinois Extension – Waiving of \$50 for 07/17/21 Use Fee**

Commissioner	Aye	Opposed	Commissioner	Aye	Opposed
Cesich	X		Gryder	X	
DeBolt	X		Kellogg	X	
Flowers	X		Koukol	X	
Gengler			Rodriguez	X	
Gilmour	X		Vickers		

Motion unanimously approved.

Roll call: Commissioners Cesich, DeBolt, Flowers, Gryder, Kellogg, Koukol, Rodriguez, and Gilmour, aye. Opposed, none. Motion unanimously approved.

Commissioner Cesich made a motion to approve the Nelson special use permit. Seconded by Commissioner DeBolt.

Motion: Commissioner Cesich  
 Second: Commissioner DeBolt

**Roll call: Special Use Permit – Becky Nelson**

Commissioner	Aye	Opposed	Commissioner	Aye	Opposed
Cesich	X		Gryder	X	
DeBolt	X		Kellogg	X	
Flowers	X		Koukol	X	
Gengler			Rodriguez	X	
Gilmour	X		Vickers		

Motion unanimously approved.

Roll call: Commissioners Cesich, DeBolt, Flowers, Gryder, Kellogg, Koukol, Rodriguez, and Gilmour, aye. Opposed, none. Motion unanimously approved.

**XVII. Public Comments**

Commissioner Gryder offered public comment and request for District staff to actively use the new Board Room technology to support presentations.

**XVIII. Executive Session**

There was no need for executive session.

**XIX. Summary of Action Items**

Director Guritz provided a summary of action items.

**XX. Adjournment**

Commissioner Gryder made a motion to adjourn. Seconded by Commissioner Cesich.

Motion: Commissioner Gryder

Second: Commissioner Cesich

**Roll call: Adjournment**

<b>Aye</b>	<b>Opposed</b>	<b>Commissioner</b>	<b>Aye</b>	<b>Opposed</b>	<b>Commissioner</b>
X		Cesich	X		Gryder
X		DeBolt	X		Kellogg
X		Flowers	X		Koukol
		Gengler	X		Rodriguez
X		Gilmour			Vickers

Motion unanimously approved.

Roll call: Commissioners Cesich, DeBolt, Flowers, Gryder, Koukol, Rodriguez, and Gilmour, aye. Opposed, none. Motion unanimously approved.

Meeting adjourned at 6:45 pm.

Respectfully submitted,

David Guritz  
Director, Kendall County Forest Preserve District

# Claims Listing

4/14/2021 12:35:11 PM

Department	Vendor #	Vendor Name	Invoice #	Invoice Description	GL Account	Description	Invoice Amount
Ellis Barn	541	FIRST NATIONAL BANK OF OMAHA	D Guritz - April 202	Misc Invoices	19001161 62270	Utilities	\$101.94
						<b>Sub-Total</b>	<b>\$101.94</b>
	21	ADS, INC	147996-1050	Ellis - Alarm Monitoring	19001161 68580	Grounds and Maintenance	\$171.33
						<b>Sub-Total</b>	<b>\$171.33</b>
					<b>Ellis Barn</b>	<b>Total</b>	<b>\$273.27</b>
Ellis Grounds	236	CENTRAL LIMESTONE CO INC	24805	Ellis - Preserve Improvements	19001162 68580	Grounds and Maintenance	\$84.08
	556	FLATSO'S TIRE SHOP	18962	Ellis - Towmax Vanguard	19001162 68580	Grounds and Maintenance	\$92.57
	1153	KENDALL CO HIGHWAY DEPT	2020-2021 Salt	2020-2021 Salt	19001162 68580	Grounds and Maintenance	\$191.82
	1323	MENARDS	11702	Ellis Supplies	19001162 68580	Grounds and Maintenance	\$110.16
						<b>Sub-Total</b>	<b>\$478.63</b>
					<b>Ellis Grounds</b>	<b>Total</b>	<b>\$478.63</b>
Ellis House	51	SYNCB/AMAZON	1GTC-JCGH-HTF6	Ellis - Face Masks	19001160 62000	Office Supplies	\$79.98
	541	FIRST NATIONAL BANK OF OMAHA	April 2021	Feed, Ink, Supplies	19001160 62000	Office Supplies	\$12.74

						Sub-Total	\$92.72
						Utilities	\$101.94
						Sub-Total	\$101.94
						Grounds and Maintenance	\$171.33
						Grounds and Maintenance	\$25.00
						Grounds and Maintenance	\$51.59
						Sub-Total	\$247.92
						Total	\$442.58
						Ellis House	
						Animal Care & Supplies	\$34.07
						Animal Care & Supplies	\$877.13
						Sub-Total	\$911.20
						Vet & Farrier	\$450.00
						Sub-Total	\$450.00
						Total	\$1,361.20
						Ellis Riding Lessons	
						Refuse Pickup	\$141.47
						Sub-Total	\$141.47
						Total	\$141.47

**Ellis House**

**Ellis Riding Lessons**

**Ellis Weddings**

<b>Environ. Educ. Laws of Nature</b>	51	SYNCB/AMAZON	17HG-QQ4F-JG7F	Pet Supplies - Uniforms	19001180 63030	Program Supplies	\$13.50
						<b>Sub-Total</b>	<b>\$13.50</b>
					<b>Environ. Educ. Laws of Nature</b>	<b>Total</b>	<b>\$13.50</b>
<b>Environ. Educ. Other Pblc Prg</b>	51	SYNCB/AMAZON	1F9H-W3JR-R6MJ	Educ Program Supplies	19001179 63030	Program Supplies	\$12.60
						<b>Sub-Total</b>	<b>\$12.60</b>
					<b>Environ. Educ. Other Pblc Prg</b>	<b>Total</b>	<b>\$12.60</b>
<b>Environmental Educ. Natrl Beg.</b>	541	FIRST NATIONAL BANK OF OMAHA	S Wiencke	Credit Card - Shortage	19001178 63030	Program Supplies	\$0.60
						<b>Sub-Total</b>	<b>\$0.60</b>
					<b>Environmental Educ. Natrl Beg.</b>	<b>Total</b>	<b>\$0.60</b>
<b>Environmental Education Camps</b>	51	SYNCB/AMAZON	1F9H-W3JR-R6MJ	Educ Program Supplies	19001177 63030	Program Supplies	\$12.61
						<b>Sub-Total</b>	<b>\$12.61</b>
					<b>Environmental Education Camps</b>	<b>Total</b>	<b>\$12.61</b>
<b>Forest Preserve Director</b>	51	SYNCB/AMAZON	17HG-QQ4F-JG7F	Pet Supplies - Uniforms	190011 62000	Office Supplies	\$12.94
	541	FIRST NATIONAL BANK OF OMAHA	D Guritz - April 202	Misc Invoices	190011 62000	Office Supplies	\$89.00



**Forest Preserve  
Director**

								<b>Sub-Total</b>	<b>\$111.94</b>
541	FIRST NATIONAL BANK OF OMAHA	D Guritz - April 202	Misc Invoices	190011 62160	Equipment				\$228.02
								<b>Sub-Total</b>	<b>\$228.02</b>
2047	COMED	0927007163- 4/21	Richard Young	190011 63510	Electric				\$24.66
2047	COMED	1123166102- 4/21	Jay Woods	190011 63510	Electric				\$24.30
2047	COMED	5514710005- 4/21	Harris Arena	190011 63510	Electric				\$27.66
2047	COMED	5514711002- 4/21	Harris	190011 63510	Electric				\$101.36
								<b>Sub-Total</b>	<b>\$177.98</b>
49	AMALGAMATED BANK OF CHICAGO	1856367001 - Series 20	Series 2017 - Admin Fee 2021-2022	190311 66500	Miscellaneous Expense				\$475.00
199	BUSTED KNUCKLES LANDSCAPING	3130	Pickerrill - Tree Removal	190711 66500	Miscellaneous Expense				\$500.00
843	IL DEPT OF NAT'L RESOURCES	PARC 21-114	Pickerrill-Pigott - Grant	190711 66500	Miscellaneous Expense				\$5,000.00
1323	MENARDS	10673	Pickerrill - Sign - Concrete	190711 66500	Miscellaneous Expense				\$59.73
1323	MENARDS	10813	Pickerrill - Concrete	190711 66500	Miscellaneous Expense				\$176.40
1477	O'MALLEY WELDING & FABRICATING INC	19775	Pickerrill signs	190711 66500	Miscellaneous Expense				\$40.20
3095	NEWMARK KNIGHT FRANK VALUATION & ADVISORY	280871-001	Reservation Road - Appraisal Report	191011 66500	Miscellaneous Expense				\$2,000.00
								<b>Sub-Total</b>	<b>\$8,251.33</b>

**Forest Preserve  
Director**

1007	ILLINOIS COUNTIES RISK MANAGEMENT TRUST	5/1/2021	Insurance - May 2021	190011 68000	Liability Insurance Premiums	\$7,424.00
					<b>Sub-Total</b>	<b>\$7,424.00</b>
541	FIRST NATIONAL BANK OF OMAHA	D Guritz - April 202	Misc Invoices	190011 68430	Marketing / Publicity	\$50.00
1665	SHAW MEDIA	1863151	Website Posting	190011 68430	Marketing / Publicity	\$59.99
					<b>Sub-Total</b>	<b>\$109.99</b>
1477	O'MALLEY WELDING & FABRICATING INC	19775	Pickerrill signs	190511 70040	Supplies	\$429.80
					<b>Sub-Total</b>	<b>\$429.80</b>
				<b>Forest Preserve Director</b>	<b>Total</b>	<b>\$16,733.06</b>
413	DEKANE EQUIPMENT CORP	IA76351	Hoover - Zero Turn Tire	19001183 62160	Equipment	\$166.44
506	ELBURN NAPA, INC.	279083	Hoover/Harris Oil	19001183 62160	Equipment	\$186.33
556	FLATSO'S TIRE SHOP	19001	Hoover - Mower Mounts	19001183 62160	Equipment	\$70.00
1060	JOHN DEERE FINANCIAL	D32202	Lawn Roller	19001183 62160	Equipment	\$219.99
1950	YORKVILLE ACE & RADIO SHACK	172969	Hoover Repair Kit	19001183 62160	Equipment	\$7.98
					<b>Sub-Total</b>	<b>\$650.74</b>
1153	KENDALL CO HIGHWAY DEPT	March 2021 - Gas-Die	March 2021 - Gas-Diesel	19001183 62180	Gasoline / Fuel / Oil	\$528.76
					<b>Sub-Total</b>	<b>\$528.76</b>

**Grounds and Natural  
Resources**

**Grounds and Natural Resources**

541	FIRST NATIONAL BANK OF OMAHA	D Guritz - April 202	Misc Invoices	19001183 63070	Refuse Pickup	\$313.94
1655	SERVICE SANITATION, INC	8127033,034	Portable Restrooms	19001183 63070	Refuse Pickup	\$205.00
					<b>Sub-Total</b>	<b>\$518.94</b>
1452	NICOR	March 2021	Bill Period 03/09/21 - 04/08/21	19001183 63090	Natural Gas	\$127.68
					<b>Sub-Total</b>	<b>\$127.68</b>
506	ELBURN NAPA, INC	279083	Hoover/Harris Oil	19001183 63110	Shop Supplies	\$6.54
1153	KENDALL CO HIGHWAY DEPT	2020-2021 Salt	2020-2021 Salt	19001183 63110	Shop Supplies	\$575.44
1323	MENARDS	10676	Harris Supplies	19001183 63110	Shop Supplies	\$22.24
1323	MENARDS	11707	Harris Shop Supplies	19001183 63110	Shop Supplies	\$91.89
					<b>Sub-Total</b>	<b>\$696.11</b>
1849	VERIZON	9875826392	Cell Phones	19001183 63540	Telephones	\$574.30
2225	AIR WANS WIRELESS BROADBAND	166736	Ellis - Internet	19001183 63540	Telephones	\$69.00
					<b>Sub-Total</b>	<b>\$643.30</b>
					<b>Total</b>	<b>\$3,165.53</b>

**Hoover**

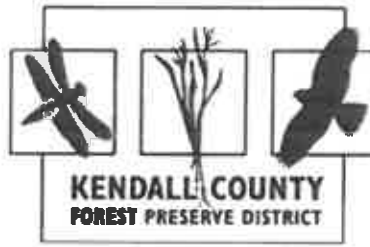
2047	COMED	0756081017-4/21	Hoover Bathroom	19001171 63100	Electric	\$340.02
2047	COMED	079367315-4/21	Hoover Multiple	19001171 63100	Electric	\$884.90
2047	COMED	1938021081-4/21	Hoover House	19001171 63100	Electric	\$56.93

<b>Hoover</b>							<b>Sub-Total</b>	<b>\$1,281.85</b>
1323	MENARDS	11729	Hoover Supplies	19001171	63120	Building Maintenance		\$35.86
							<b>Sub-Total</b>	<b>\$35.86</b>
1153	KENDALL CO HIGHWAY DEPT	2020-2021 Salt	2020-2021 Salt	19001171	68580	Grounds and Maintenance		\$191.81
1323	MENARDS	11729	Hoover Supplies	19001171	68580	Grounds and Maintenance		\$57.69
1477	O'MALLEY WELDING & FABRICATING INC	19789	Hoover - Post Holder - Bridge	19001171	68580	Grounds and Maintenance		\$215.00
							<b>Sub-Total</b>	<b>\$464.50</b>
							<b>Total</b>	<b>\$1,782.21</b>
2047	COMED	5514228011-4/21	Pickerill	19001184	63100	Electric		\$1,331.33
							<b>Sub-Total</b>	<b>\$1,331.33</b>
							<b>Total</b>	<b>\$1,331.33</b>
							<b>Grand Total</b>	<b>\$25,748.59</b>

**Pickerill - Pigott**

# Kendall County Forest Preserve District

## Garbage & Recycling Hauling Request for Quotation (“RFQ”)



March 12, 2021

## **REQUEST FOR VENDOR QUOTES**

### **Garbage & Recycling Hauling**

**On behalf of the Kendall County Forest Preserve District ("KCFPD"), I invite you to furnish quotes in accordance with the Garbage & Recycling Hauling services specifications described herein. Carefully read the attached documents and follow the procedures as outlined in order to be considered for award of contract for this service.**

**All questions should be directed to:  
David Guritz  
Kendall County Forest Preserve District  
110 W. Madison Street,  
Yorkville, IL 60560  
[dguritz@co.kendall.il.us](mailto:dguritz@co.kendall.il.us)  
630-553-4131**

**The deadline for receiving quotes is Friday, March 26, 2021 at 10:00 am, with trash and recycling services to commence on May 1, 2021.**

**Any questions received shall be answered at the discretion of the KCFPD. All questions must be submitted no later than 4:30 pm on March 24, 2021, after which date no additional questions will be considered.**

**Unless otherwise requested, dumpsters to be deployed for recycling should include a locking mechanism. The District will not accept or pay any additional charges for waste stream contamination fees.**

**Questions will not be responded to by oral clarification. Oral clarifications or interpretations shall be without legal effect.**

## INSTRUCTION TO VENDORS

**General Description:** Quotes are being accepted for *Garbage & Recycling Hauling*. Instructions to Vendors extending a quote, and specifications will be available on Friday, March 12, 2021 between 8:00 a.m. – 4:00 p.m. daily in the Kendall County Forest Preserve District Office, 110 W. Madison Street, Yorkville, IL 60560 – telephone (630) 553-4025, or sent electronically by request to [dguritz@co.kendall.il.us](mailto:dguritz@co.kendall.il.us).

**Examination:** Vendors extending a quote shall confirm receiving the copy of the Instruction for Quoting Trash and Recycling Removal Services, required Agreement, General Terms & Conditions and all subject attachments to use in preparing a quote. Vendors extending a quote shall confirm examination of the documents and the described sites to obtain first-hand knowledge of existing conditions. Extra compensation will not be given for conditions, which can be determined by examining the documents and site.

**Questions and Interpretations:** Submit questions about the documents to the Executive Director of the Kendall County Forest Preserve District in writing via email at [dguritz@co.kendall.il.us](mailto:dguritz@co.kendall.il.us). Questions will not be answered by oral clarification. Oral clarifications or interpretations shall be without legal effect.

Failure to request clarification will not waive responsibility of comprehension of the documents and performance of the work in accordance with the intent of the documents.

**Submittal:** Submit completed quotes and other required documents either by mail or email with “Kendall County Forest Preserve District Garbage & Recycling Hauling” included on the envelope or subject line with the name and address of the vendor submitting the quote.

No quote will be considered unless all stipulations of this document and the Agreement have been completed, which includes Attachment C - Fees and Reimbursements. Further, vendors extending quotes must sign and agree to the “Agreement” and “General Terms & Conditions” contained within and include such signed documents with their bids.

Completed quotes shall be delivered, preferably by email to:  
Kendall County Forest Preserve District,  
110 W. Madison Street, Yorkville, Illinois, 60560  
[dguritz@co.kendall.il.us](mailto:dguritz@co.kendall.il.us)

**Quotes must be received before Friday, March 26, 2021 at 12:00 p.m. In order to be considered. Proposals received after the Due Date will not be considered.**

Quotes shall be deemed a Firm Offer continuing for sixty (60) days after March 26, 2021, and thereafter until withdrawn by Written Notice received by the Kendall County Forest Preserve District. Quotes may not be modified, withdrawn, or cancelled by the Vendor extending a Quote during this time period.

The Vendor extending a quote acknowledges that all proposal materials become the property of the KCFPD and, as such, may be available to the public. By submitting a quote, the Vendor extending a quote acknowledges that the KCFPD’s decision is final, binding, and conclusive upon the Vendor for all purposes.

A final pricing report will be compiled and sent to all Vendors after March 26, 2021.

**Pre-qualification:** Quoting Vendors shall submit on a separate document, to be included with the bid, three current references, which are similar in size and scope of work to this bid. The references shall include the company name, contact person’s name, company address, and company telephone number. The Vendor extending a quote shall also submit with the bid a copy of all pertinent licenses, which are required in the performance of this work.

The Kendall County Forest Preserve District also reserves the right to require Vendors extending a quote to provide information necessary to determine the qualifications of the Vendor to satisfactorily perform the work including confirmation that the Vendor:

- Has adequate equipment to perform the work properly.
- Has a suitable financial status to meet the obligations incidental to the work.
- Has the appropriate technical expertise, certification(s), and experience.
- Has satisfactorily performed contracts of similar nature and magnitude.

**Reporting of Quotes Received:** Each quote shall be analyzed to ensure that all stipulations have been satisfied. The results shall be recorded and forwarded with all documents received from participating Vendors to the Forest Preserve District's Board of Commissioners.

**Award/Selection:** It is the intent of the KCFPD to award contract to the lowest responsive and responsible Vendor extending a quote who has met all stipulations of this document and the Agreement and are in agreement with the General Terms & Conditions contained herein. Low quote will be established by comparing Attachment C for all Vendors extending a Quote that meet all requirements.

**Rejection of Bids:** The Kendall County Forest Preserve District Board, Forest Preserve District Board of Commissioners, and Forest Preserve Executive Director reserve the right to reject any or all quotes; to waive technicalities; and reserve the right to award a contract, whichever is in the best interests of the Kendall County Forest Preserve District.

**Disqualification:** The Kendall County Forest Preserve District reserves the right to disqualify Vendors and quotes received, before or after opening, upon evidence of collusion with intent to defraud or other illegal practices upon the part of the Vendor extending a quote. Further, any of the following may be considered sufficient for the disqualification of a Vendor extending a quote and the rejection of his/her quote(s) as a non-responsible Vendor:

1. Lack of responsibility as revealed by either financial or technical experience statements, as submitted.
2. Lack of expertise and poor workmanship as shown by performance history.
3. Uncompleted work under other contracts that in the judgment of the District might hinder or prevent the prompt completion of additional work is awarded.
4. Being in arrears on existing contracts, in litigation with the District, or having defaulted on a previous contract.

**Change in Ownership/Financial Status:** Vendors extending a quote shall notify the KCFPD immediately of any change in its status resulting from any of the following:

1. Vendor is acquired by another party.
2. Vendor becomes insolvent.
3. Vendor, voluntary or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act.
4. Vendor ceases to conduct its operations in normal course of business.

KCFPD shall have the option to terminate its contract with the successful Vendor immediately on written notice based on any such change in status.

**Execution of Contract:** Notwithstanding any delay in the preparation and execution of the formal Agreement, each Vendor extending a quote shall be prepared, upon written notice of contract acceptance, to commence work within 10 days following receipt of official written order of the KCFPD to proceed, or on date stipulated in such order.

The awarded Vendor shall assist and cooperate with the KCFPD in preparing the Agreement, and within 10 days following its presentation shall execute same and return to the Director of the Kendall County Forest Preserve District. The "General Terms & Conditions" within this RFQ must be agreed to by each Vendor and incorporated into any final contract/agreement.

**The awarded Vendor will be an independent contractor. The Vendor is not, and will not be, an employee or agent of the Kendall County Forest Preserve District.**

March 21, 2017



April 20, 2021

## AGREEMENT

THIS Agreement is entered into the day and year first set forth below between the KENDALL COUNTY FOREST PRESERVE DISTRICT (hereinafter "KCFPD"), with its principal place of business at 110 W. Madison Street, Yorkville, Illinois, 60560 and GROOT INDUSTRIES, INC., with its principal place of business at 710 E. South St. Plano, Illinois, 60545 (hereinafter referred to as "Vendor"). In consideration of the mutual covenants hereinafter set forth, and other good and valuable consideration, the parties hereto agree as follows:

1. Pursuant to and set forth in this Agreement, Vendor will provide KCFPD with the following types of services: Garbage & Recycling Hauling for up to four (4) Kendall County Forest Preserve District Facilities as listed below:
  - A) Harris Forest Preserve 10460 Route 71, Yorkville IL
  - B) Hoover Forest Preserve 11285 Fox Road, Yorkville IL
  - C) Ellis House and Equestrian Center 13986 McKanna Road, Minooka IL
  - D) Pickerill-Pigott Forest Preserve 6350 A. Minkler Road, Yorkville IL
2. This Agreement includes this page (the "Initial Page"), the General Terms & Conditions set forth on the following page, hereof, Attachment A (Scope of Work), Attachment B (Places of Service), Attachment C (Fees & Reimbursements), Attachment D (Physical Descriptions & Pictures) all of which are collectively referred to as "the Agreement". This agreement shall be effective as of May 1, 2021 and shall continue in force and effect through April 30, 2022 ("initial period"). It shall automatically renew and continue in effect for a (1) year increment following the initial period, unless KCFPD notifies Vendor in writing by or before thirty days prior to the expiration date of the initial period or each subsequent one (1) year period that KCFPD does not wish to continue the agreement.
3. Agreed-upon changes, which increase or decrease the scope of services to be performed, may subject the Fees & Reimbursements set forth in Attachment C to a mutually agreeable adjustment in writing signed by duly authorized agents of both parties to the Agreement. In the event of changes to relevant regulations, laws, or codes substantially affect the Vendor's services or obligations, the KCFPD agrees to attempt to negotiate with the Vendor for the appropriate changes to the scope, and/or price of this Agreement. In the event that the KCFPD and Vendor are unable to mutually agree to an adjustment in the Fees & Reimbursements and/or scope of this Agreement, the KCFPD may immediately terminate the Agreement upon providing written notice to Vendor.
4. Vendor is an Independent Contractor and is not an employee of, partner of, agent of, or in a joint venture with the KCFPD. Vendor understands and agrees that Vendor is solely responsible for paying all wages, benefits and any other compensation due and owing to Vendor's officers, employees, and agents for the performance of services set forth in the Agreement. Vendor further understands and agrees that Vendor is solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for Vendor's officers, employees and/or agents who perform services as set forth in the Agreement. Vendor also acknowledges its obligation to obtain appropriate insurance coverage for the benefit of Vendor, Vendor's officers, employees and agents and agrees that the KCFPD is not responsible for providing any insurance coverage for the benefit of Vendor, Vendor's officers, employees and agents. Vendor hereby indemnifies and agrees to waive any right to recover alleged damages, penalties, interest, fees (including attorneys' fees), and/or costs from the KCFPD, its board members, officials, employees, insurers, and agents for any alleged injuries that Vendor, its officers, employees and/or agents may sustain while performing services under the Agreement.
5. Vendor shall exercise general and overall control of its officers, employees. For public security purposes, Vendor further agrees that it shall not assign any individual to perform work at the KCFPD unless Vendor has completed a criminal background investigation for each individual to be performing work at the KCFPD. In the event that the individual's criminal background investigation reveals that the individual has a conviction record that has not been sealed, expunged or impounded under Section 5.2 of the Criminal Identification Act, Vendor agrees that it shall not assign the individual to perform work at the KCFPD absent prior consent from the KCFPD. The KCFPD, at any time and in KCFPD's sole discretion, may require Vendor to remove any individual from performing any further work under this Agreement. Should the KCFPD have a complaint

regarding the performance of the services or the behavior of Vendor's officers, employees and/or agents performing services under this Agreement, or should the KCFPD request a change in the manner in which services are being performed pursuant to this Agreement, the KCFPD shall transmit the same to the Vendor's management, who shall take immediate action and shall resolve the problem to the KCFPD's satisfaction. Vendor's failure to take immediate action and/or to resolve the problem to the KCFPD's satisfaction may result in a material breach of the Agreement.

6. This Agreement incorporates all of the conditions and specifications of the Subject RFQ, the following General Terms & Conditions found within this RFQ, and all attachments to said RFQ. In the event of any conflict between the terms and conditions of this Agreement and any Attachments, the order of precedence shall be: first this Agreement and the General Terms & Conditions, then Attachment B, then Attachment A, then other Attachments to this Agreement, if any, then the terms of the RFQ dated March 12, 2021.

**IN WITNESS WHEREOF**, the parties hereto caused this Agreement to be executed this 20TH day of April, 2021.

	<b>KENDALL COUNTY FOREST PRESERVE DISTRICT, ILLINOIS</b>
<b>BY:</b>	<b>BY:</b>
<b>NAME:</b>	<b>NAME: Judy Gilmour</b>
<b>TITLE:</b>	<b>TITLE: Kendall County Forest Preserve District Board President</b>

**ADDITIONAL GENERAL TERMS & CONDITIONS FOLLOW**

## **GENERAL TERMS & CONDITIONS**

- 1. This Agreement shall be construed in accordance with the law and Constitution of the State of Illinois and if any provision is invalid for any reason such invalidations shall not render invalid other provisions which can be given effect without the invalid provision. The parties agree that the venue for any legal proceedings between them shall be the Circuit Court of Kendall County, Illinois, Twenty-Third Judicial Circuit, State of Illinois.**
- 2. Vendor agrees to indemnify and hold harmless the Kendall County Forest Preserve District ("KCFPD") including their past, present, and future board members, elected officials, insurers, employees, and agents from and against claims, liabilities, obligations, losses, penalties, fines, damages, and expenses and costs relating thereto, including but not limited to reasonable attorneys' fees and other legal expenses, which the Kendall County Forest Preserve District, their board members, elected officials, insurers, employees, and/or agents may sustain, incur or be required to pay arising out of Vendor's performance of, or failure to adequately perform, its obligations pursuant to this Agreement.**
- 3. Vendor 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 KCFPD at the address set forth herein. Before starting work hereunder, Vendor shall deposit with Subscriber certificates evidencing the insurance it is to provide hereunder: (a) Worker's Compensation and Occupational Disease Disability insurance, in compliance with the laws of the jurisdiction where the work is being performed, (b) Employer's comprehensive general liability insurance for both personal injury and property damage in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 aggregate per project, (c) Comprehensive business automobile liability insurance in the minimum amount of \$1,000,000 combined single limit, and (d) Minimum umbrella occurrence insurance of \$5,000,000 per occurrence and \$5,000,000 aggregate. KCFPD shall be named as an Additional Insured a Primary and Non-Contributory basis with respect to all liability coverage. Further, all liability and workers' compensation policies must include a waiver of subrogation in favor of KCFPD. KCFPD shall also be designated as the certificate holder. KCFPD's failure to demand such certificate of insurance shall not act as a waiver of Vendor's obligation to maintain the insurance required under this Agreement. The insurance required under this Agreement does not represent that coverage and limits will necessarily be adequate to protect Vendor, nor be deemed as a limitation on Vendor's liability to KCFPD in this Agreement.**
- 4. Neither party will be responsible to the other for damage, loss, injury, or interruption of work if the damage, loss, injury, or interruption of work is caused solely by conditions that are beyond the reasonable control of the parties, and without the intentional misconduct or negligence, of that party (hereinafter referred to as a "force majeure event"). To the extent not within the control of either party, such force majeure events may include: acts of God, acts of any governmental authorities, labor disputes by persons other than Vendor's employees, fire, explosions or other casualties, vandalism, riots or war, and unavailability of parts, materials, or supplies. A party claiming a force majeure event ("the claiming party") shall promptly notify the other party in writing, describing the nature and estimated duration of the claiming party's inability to perform due to the force majeure event. The cause of such inability to perform will be remedied by the claiming party with all reasonable dispatch.**
- 5. Upon the occurrence of any material default or breach of Agreement by either party, the injured party (i.e., the non-breaching and/or non-defaulting party) may, at its option, upon notice to the other in writing, declare this Agreement to be in default, and at any time thereafter, so long as the other party shall have not remedied or caused to be remedied all outstanding defaults and/or breaches within a reasonable period of time as determined by the injured party, the Injured party may elect, in accordance with law and any other Agreement between the parties to: (a) Proceed by appropriate court action at law or in equity to enforce performance by the defaulting party of its obligations under this Agreement and/or to recover damages for breach thereof; and/or (b) By notice in writing to the defaulting party, cancel or terminate this Agreement. For purposes of this Paragraph 5, "reasonable period of time" will be dependent on the type of service being provided but, in any event, the reasonable period of time may be no less than one hour but no more than thirty (30) calendar days.**

6. In any action with respect to this Agreement, the Parties are free to pursue any legal remedies at law or in equity. The prevailing party by 75% or more of damages sought, in any action brought pursuant to this Agreement, shall be entitled to reasonable attorneys' fees and court costs arising out of any action or claim to enforce the provisions of this Agreement. In awarding attorney fees, the Court shall not be bound by any Court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.
7. Notwithstanding any other provision of this Agreement, this Agreement may be terminated by the Kendall County Forest Preserve District upon written notice delivered to Vendor at least thirty (30) days prior to the effective date of termination, or by Vendor upon written notice delivered to the Kendall County Forest Preserve District at least sixty (60) days prior to the effective date of termination.
8. Vendor agrees to comply with any and all applicable federal, state or 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, or location. Such obligation includes, but is not limited to, environmental laws, civil rights laws, prevailing wage and labor laws.
9. Non-Discrimination. Vendor, 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.
10. To the extent that this Agreement may call for the construction of a "public work" within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website at: <http://www.state.il.us/agency/ldol/rates/rates.html>. All contractors and subcontractors rendering services under this Agreement must comply with all requirements of the Act, including, but not limited to, all wage, notice and record-keeping duties.
11. Vendor, 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.
12. All services to be undertaken by Vendor shall be carried out by competent and properly trained personnel of Vendor to the highest standards and to the satisfaction of the Kendall County Forest Preserve District. No warranties implied or explicit may be waived or denied.
13. Vendor hereby waives any claim of lien against subject premises on behalf of Vendor, its officers, insurers, employees, agents, suppliers and/or sub-contractors employed by this Agreement.
14. This Agreement represents the entire understanding between the parties hereto, and any modification or amendment hereof must be made in writing, and executed by both parties hereto. Furthermore, this Agreement supersedes any prior written or oral agreements between the parties, and there are no other promises or conditions in any other agreement whether oral or written.
15. Neither party shall assign, sublet, sell, or transfer its interest in this Agreement without the prior written consent of the other which shall not be unreasonably withheld, conditioned or delayed.
16. Conflict of Interest: Both parties affirm no KCFPD officer or elected official has a direct or indirect pecuniary interest in Vendor or this Agreement, or, if any KCFPD officer or elected official does have a direct or indirect pecuniary interest in Vendor or this Agreement, that interest, and the procedure followed to effectuate this Agreement has and will comply with 50 ILCS 105/3.

17. KCFPD and/or Vendor'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.
18. Substance Abuse Prevention: Vendor and its consultants, employees, contractors, 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.*
19. It is understood and agreed to by Vendor that all contracts entered into by a government body, such as the KCFPD, are open to public review and as such will be kept on file and may be released pursuant to the Illinois Freedom of Information Act (5 ILCS 140, *et seq.*).
20. Certification. Vendor certifies that Vendor, 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).

Vendor further certifies by signing the Contract documents that Vendor, its parent companies, subsidiaries, and affiliates have not been convicted of, or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 *et seq.*; and has not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that Officer's or employee's official capacity. Nor has Vendor 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.

21. Non-Appropriation. In the event the KCFPD is in default under the Agreement because funds are not appropriated for a fiscal period subsequent to the one in which the Agreement was entered into, which are sufficient to satisfy all or part of the KCFPD's obligations under this Agreement during said fiscal period, the KCFPD agrees to provide prompt written notice of said occurrence to Vendor. In the event of a default due to non-appropriation of funds, Vendor and/or the KCFPD has the right to terminate the Agreement upon providing thirty (30) days written notice to the other party. No additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement.
22. Payment. Payment shall be made in accordance with the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 505/1 *et seq.*).
23. Counterparts. This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.
24. Authority to Execute Agreement. The KCFPD and Vendor each hereby warrant and represent that their respective signatures set forth below have been and are on the date of this Agreement duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.
25. Any notice required or permitted to be given pursuant to this Agreement shall be duly given if sent by fax, certified mail, or courier service and received, in the case of notice to the KCFPD: Attention: Director, Kendall County Forest Preserve District, 110 W. Madison Street, Yorkville, Illinois, 60560, fax (630) 553-4023 with copy sent to: State's Attorney, Attention: Eric Weis, 807 John Street, Yorkville, Illinois, 60560, fax (630) 553-4204. And, in the case of Vendor,

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Additional Provisions Requested by Groot Industries, Inc.

26. Vendor takes a general exception to any requirement of the RFQ requiring confidential, proprietary or otherwise privileged information, including financials, of the Vendor. Vendor is a subsidiary of Waste Connections, Inc. ("WCN"). WCN is a publicly traded company whose shares trade on the New York Stock

Exchange. Periodic and annual financial information is reported to the U.S. Securities and Exchange Commission ("SEC"). Audited financial information is provided in WCN's annual Form 10-K and quarterly Form 10-Q filings with the SEC. Copies of WCN's periodic and annual filings are available online at [www.sec.gov](http://www.sec.gov). Separate financial statements are not prepared for Vendor. To the extent that the foregoing financial information does not satisfy the requirements in the RFQ, Vendor takes exception to such requirements.

27. Notwithstanding anything herein to the contrary: (a) Vendor shall have no obligation to collect any material which is or contains, or which Vendor reasonably believes to be or contain, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or hazardous material as defined by applicable federal, state or local laws or regulations ("Excluded Waste"); (b) if Vendor finds what reasonably appears to be discarded Excluded Waste, Vendor shall promptly notify the District and the producer of the Excluded Waste, if the producer can be readily identified; and (c) title to and liability for any Excluded Waste shall remain with the producer of the Excluded Waste, even if Vendor inadvertently collects or disposes of such Excluded Waste.
28. The District must comply with any description of and/or procedures (Attachment E) with respect to removal of contaminants or preparation of recyclable materials as reasonably provided by Vendor. If the District fails to do so, Vendor may decline to collect such materials without being in breach of the contract. Vendor shall not be responsible for and has not made any representation regarding the ultimate recycling of such recyclable materials by any third party facilities.
29. Except in the case of Vendor' negligence or willful misconduct, Vendor shall not be liable for any damages to pavement, curbing, or other driving surface resulting from the weight of its trucks and equipment.
30. Notwithstanding anything herein to the contrary, to the extent supplied by Vendor, in the event that a waste container becomes lost, unsightly, unsanitary, broken, or unserviceable because of the acts or omissions of the District (excluding normal wear and tear), the District will be charged for the resulting repairs or replacement and such amounts will be paid to Vendor upon demand.
31. Any equipment furnished hereunder by Vendor shall remain the property of Vendor; however, the District shall have care, custody and control of the equipment while at the service locations. The District shall not overload (by weight or volume), move or alter the equipment, and shall use the equipment only for its proper and intended purpose. The District must provide unobstructed access to the equipment on the scheduled collection day. The word "equipment" as used herein shall mean all containers used for the storage of non-hazardous solid waste.
32. Except for the payment of amounts owed hereunder, neither party hereto shall be liable for its failure to perform or delay in its performance hereunder due to contingencies beyond its reasonable control including, but not limited to, strikes, riots, compliance with laws or governmental orders, inability to access a container due to access route obstruction or closure, fires, inclement weather resulting in access route obstruction or closure, and acts of God, and such failure shall not constitute a breach under the contract.

**The above terms and conditions are accepted.**

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**Signature of Vendor**

**ATTACHMENT A (1-PAGE)  
SCOPE OF WORK**

**A. Garbage Hauling**

<b>Forest Preserve Location</b>	<b>Address</b>	<b>Dumpster Size</b>	<b>Frequency</b>
Harris Forest Preserve	10460 Route 71, Yorkville IL	8 Yard	1 Time per week on Mondays April 1 through December 1
Harris Forest Preserve	10460 Route 71, Yorkville IL	8 Yard	1 Time every 2 weeks on Monday December 2 through March 31
Hoover Forest Preserve	11285 Fox Road, Yorkville IL	10 Yard	1 Time per week on Mondays April 1 through December 1
Hoover Forest Preserve	11285 Fox Road, Yorkville IL	10 Yard	1 Time every 2 weeks on Mondays December 2 through March 31
Ellis House and Equestrian Center	13986 McKanna Road, Minooka IL	4 Yard	1 Time per week on Mondays April 1 through November 1
Ellis House and Equestrian Center	13986 McKanna Road, Minooka IL	4 Yard	1 Time every 2 weeks on Mondays November 2 through March 31
Pickerill-Pigott Forest Preserve	6350 A Minkler Road, Yorkville IL	4 Yard	1 Time per week on Mondays April 1 through November 1
Pickerill-Pigott Forest Preserve	6350 A Minkler Road, Yorkville IL	4 Yard	1 Time every 2 weeks on Mondays November 2 through March 31

**B. Recycling Hauling**

<b>Forest Preserve Location</b>	<b>Address</b>	<b>Dumpster Size</b>	<b>Frequency</b>
Harris Forest Preserve	10460 Route 71, Yorkville IL	2 Yard	1 Time per week on Mondays April 1 through December 1
Harris Forest Preserve	10460 Route 71, Yorkville IL	2 Yard	1 Time every 4 weeks on Mondays December 2 through March 31
Hoover Forest Preserve	11285 Fox Road, Yorkville IL	4 Yard	1 Time every 2 weeks on Mondays April 1 through December 1
Hoover Forest Preserve	11285 Fox Road, Yorkville IL	4 Yard	1 Time every 4 weeks on Mondays December 2 through March 31
Ellis House and Equestrian Center	13986 McKanna Road, Minooka IL	4 Yard	1 Time every 2 weeks on Mondays April 1 through November 1
Ellis House and Equestrian Center	13986 McKanna Road, Minooka IL	4 Yard	1 Time every 4 weeks on Monday November 2 through March 31
Pickerill-Pigott Forest Preserve	6350 A Minkler Road, Yorkville IL	2 Yard	1 Time per week on Mondays April 1 through November 1
Pickerill-Pigott Forest Preserve	6350 A Minkler Road, Yorkville IL	2 Yard	1 Time every 2 weeks on Mondays November 2 through March 31

**ATTACHMENT B (1-PAGE)  
PLACES OF SERVICE**

**Services performed under this agreement shall be at the following locations:**

**Harris Forest Preserve  
10460 Route 71  
Yorkville, IL 60560**

**Hoover Forest Preserve  
11285 Fox Road  
Yorkville, IL 60560**

**Ellis House and Equestrian Center  
13986 McKanna Road  
Minooka, IL 60447**

**Pickerill-Pigott Forest Preserve  
6350 A. Minkler Road  
Yorkville, IL 60560**



**INVOICE EXAMPLE**

Vendor shall invoice KCFPD on a monthly basis for previous work performed from the first to the last day of the month. ***Invoice shall be submitted to KCFPD for receipt on the first day of each month.***

<b>LOCATION</b>	<b>TOTAL</b>
<b>Harris Forest Preserve 10460 Route 71, Yorkville IL</b>	
May 1 – May 31 Monthly Billing	
Waste Hauling	
Recycling	
Miscellaneous Charges	
<i>Sub-Total Harris Forest Preserve</i>	\$
<b>Hoover Forest Preserve 11285 Fox Road, Yorkville IL</b>	
May 1- May 31 Monthly Billing	
Waste Hauling	
Recycling	
Miscellaneous Charges	
<i>Sub-Total Hoover Forest Preserve</i>	\$
<b>Ellis House and Equestrian Center 13986 McKanna Road, Minooka IL</b>	
May 1- May 31 Monthly Billing	
Waste Hauling	
Recycling	
Miscellaneous Charges	
<i>Sub-Total Ellis House and Equestrian Center</i>	\$
<b>Pickerill-Pigott Forest Preserve 6350 A. Minkler Road, Yorkville IL</b>	
May 1- May 31 Monthly Billing	
Waste Hauling	
Recycling	
Miscellaneous Charges	
<i>Sub-Total Pickerill-Pigott Forest Preserve</i>	\$
<b>Total Monthly Billing for May 1 – May 31</b>	<b>\$</b>

**ATTACHMENT C (3-PAGES TOTAL)  
FEES & REIMBURSEMENTS**

**A. GARBAGE HAULING**

**HARRIS FOREST PRESERVE – GARBAGE HAULING**

Monthly: \$ 86.60 Total Annual: \$ 692.80 = total per month X 8 months (April 1 through December 1)

Monthly: \$ 43.30 Total Annual: \$ 173.20 = total per month X 4 months (December 2 through March 31)

**HOOVER FOREST PRESERVE – GARBAGE HAULING**

Monthly: \$ 108.25 Total Annual: \$ 866 = total per month X 8 months (April 1 through December 1)

Monthly: \$ 54.13 Total Annual: \$ 216.52 = total per month X 4 months (December 2 through March 31)

**ELLIS HOUSE AND EQUESTRIAN CENTER**

Monthly: \$ 69.27 Total Annual: \$ 554.16 = total per month X 8 months (April 1 through December 1)

Monthly: \$ 37.78 Total Annual: \$ 151.12 = total per month X 4 months (December 2 through March 31)

**PICKERILL-PIGOTT FOREST PRESERVE**

Monthly: \$ 69.27 Total Annual: \$ 554.16 = total per month X 8 months (April 1 through December 1)

Monthly: \$ 37.78 Total Annual: \$ 151.92 = total per month X 4 months (December 2 through March 31)

**B. RECYCLING HAULING**

**HARRIS FOREST PRESERVE – RECYCLING HAULING**

Monthly: \$ 43.40 Total Annual: \$ 346.40 = total per month X 8 months (April 1 through December 1)

Monthly: \$ 14 Total Annual: \$ 56 = total per month X 4 months (December 2 through March 31)

**HOOVER FOREST PRESERVE – RECYCLING HAULING**

Monthly: \$ 30.31 Total Annual: \$ 242.48 = total per month X 8 months (April 1 through December 1)

Monthly: \$ 18 Total Annual: \$ 72 = total per month X 4 months (December 2 through March 31)

**ELLIS HOUSE AND EQUESTRIAN CENTER – RECYCLING HAULING**

Monthly: \$ 30.31 Total Annual: \$ 242.48 = total per month X 8 months (April 1 through December 1)

Monthly: \$ 18 Total Annual: \$ 72 = total per month X 4 months (December 2 through March 31)

**PICKERILL-PIGOTT FOREST PRESERVE – RECYCLING HAULING**

Monthly: \$ 43.30 Total Annual: \$ 346.40 = total per month X 8 months (April 1 through December 1)

Monthly: \$ 14 Total Annual: \$ 56 = total per month X 4 months (December 2 through March 31)

**Per event cost for additional trash and/or recycling waste removal per KCFPD request:**

Harris Forest Preserve	Trash \$ <u>64</u>	Recycling \$ <u>20</u>	Both \$ <u>84</u>
Hoover Forest Preserve	Trash \$ <u>80</u>	Recycling \$ <u>40</u>	Both \$ <u>120</u>
Ellis House and Equestrian Center	Trash \$ <u>32</u>	Recycling \$ <u>40</u>	Both \$ <u>120</u>
Pickerill-Pigott Forest Preserve	Trash \$ <u>32</u>	Recycling \$ <u>20</u>	Both \$ <u>52</u>

**Vendor:** Groot Disposal

**Signed:** \_\_\_\_\_

**Print Name:** Steven Markulln

**Date:** 3-15-2021

**ATTACHMENT D  
Physical Descriptions & Pictures**

**Harris Forest Preserve - 10460 Route 71, Yorkville, Illinois**

Dumpster location highlighted below.



**ATTACHMENT D**  
**Physical Descriptions & Pictures**

**Hoover Forest Preserve - 11285 Fox Road, Yorkville, Illinois**

Dumpster location highlighted below.





**ATTACHMENT D  
Physical Descriptions & Pictures**

**Ellis House and Equestrian Center - 13986 McKanna Road, Minooka, Illinois**

Dumpster Location highlighted below.



**ATTACHMENT D  
Physical Descriptions & Pictures**

**Pickerill-Pigott Forest Preserve - 6350 A Minkler Road Yorkville, Illinois**

Dumpster Location highlighted below





# RECYCLING GUIDELINES

# YES!

**Clean & Empty**  
Replace lids & caps



## METAL

Steel & Aluminum Containers and Foil



## PAPER

Cardboard (flattened),  
Office Paper, Newspaper, Magazines



## GLASS

Containers: Bottles & Jars Only



## PLASTIC

Containers: Bottles, Tubs, Jugs,  
and Jars Only



## CARTONS

May be acceptable in some  
programs, check with  
local authority.

# NO!

**Put material In loose  
- Not in Bags**



**No Plastic Bags**  
**No Product Wrap**  
(return clean to retailer)



**No Big Items** (Electronics, Wood,  
Propane Tanks, Scrap Metal or Styrofoam  
- check with local authority for other options)



**No Tangles** (Hangers, Hoses,  
Wire, Cords, Reaps or Chains)



**No Clothing**  
Textiles or Shoes (donate)



**No Food, Liquid, Diapers,**  
**Batteries or Needles**



**No Shredded Paper**  
(check with local authority  
for other recycling options)

These Guidelines represent the common items accepted in most recycling programs in Illinois.  
For greater detail on specific items or programmatic variations, reach out to your local authority.

To find out more detail, including recycling and reuse programs beyond the bin, visit  
<https://www2.illinois.gov/epa/topics/waste-management/Pages/recycling.aspx>

**To: Kendall County Forest Preserve District Board of Commissioners**  
**From: David Guritz, Executive Director**  
**RE: Forest Foundation of Kendall County Request – Pigott Family Memorial**  
**Date: April 19, 2021**

Over the past several months, the Forest Foundation has been holding discussions with Penelope (Dann) Pigott to discuss her interests in establishing a family dedication marker at Pickerill-Pigott Forest Preserve.

As part of this commitment, Penelope (Dann) Pigott has pledged \$5,000.00 to the Forest Foundation of Kendall County, which will more than cover the costs for the installation of the dedication stone and plaque.

District staff recommends approval of the Forest Foundation's request for permission to install the commemorative plaque and marker.

A copy of the draft text for the dedication plaque is provided below.

**In 1960, John Pigott purchased the “Glendalough Farm” property extending into the valley and woodlands beyond. The Pigott family planted trees, landscaped the pond, and filled the open pastures with animals.**

**After John died in 1968, his wife, Eleanor, continued to live here until her death in 1985. Penne, their daughter, retained the family farmstead until its sale to the Forest Preserve District in 2007.**

**Three generations of Pigott family loved this place – in every season.**