

**KENDALL COUNTY FOREST PRESERVE DISTRICT
MEETING AGENDA**

TUESDAY, OCTOBER 5, 2021

6:00 P.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 Meetings of September 7, 2021 and September 21, 2021

- VIII. *Approval of Claims in the Amount of \$17,614.25

OLD BUSINESS

No items posted for consideration

NEW BUSINESS

- IX. ***MOTION:** Approval of an Amendment to the Agreement with D Construction, Inc. for the Removal of the Millbrook Bridge, Modifying the Total Contract Price from \$476,784.03 to \$336,405.14
- X. ***MOTION:** Approval of an Agreement with D. Construction, Inc. for Road and Trail Paving and Maintenance at Hoover Forest Preserve for an amount not to exceed \$18,930.00
- 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)*

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

I. Call to Order

President Gilmour called the meeting to order at 7:30 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 Kendall County Board meeting.

III. Invocation

An invocation was offered by Commissioner Gengler at the start of the Kendall County Board meeting.

IV. Roll Call

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

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

V. Approval of Agenda

Commissioner Koukol made a motion to approve the Commission meeting agenda as presented. Seconded by Commissioner Gengler. Aye, all. Opposed, none.

VI. Public Comment

No public comments were offered from citizens in attendance.

CONSENT AGENDA

VII. Approval of Minutes

- Kendall County Forest Preserve District Commission meetings of August 3, 2021 and August 17, 2021
- Kendall County Forest Preserve District Committee of the Whole meeting of August 10, 2021

VIII. Approval of Claims in the Amount of \$8,468.40

IX. Approval of Fund 1900 Contingency Transfers in the Total Amount of \$3,578.00 from GL 190011 69790 to:

DRAFT FOR COMMISSION APPROVAL: 10/05/2021

1. **GL 19001176 51160 Salary PT – Env. Ed. Camps (\$2,800.00);**
2. **GL 19001161 51160 Salary PT – Ellis Barn (\$100.00);**
3. **GL 19001165 63050 IMRF/SS Exp. – Ellis B-Day (\$338.00);**
4. **GL 19001179 63050 IMRF/SS Exp. Env. Ed. Other (\$340.00)**

Commissioner Cesich made a motion to approve the Consent Agenda. Seconded by Commissioner Rodriguez.

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

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

OLD BUSINESS

No items posted for consideration.

NEW BUSINESS

- X. MOTION: Approval of an Intergovernmental Agreement between the County of Kendall, Illinois and the Kendall County Forest Preserve District for the Disbursement of American Rescue Plan Act Funds in an amount Not to Exceed \$330,000**

Commissioner DeBolt made a motion to approve an Intergovernmental Agreement between the County of Kendall, Illinois and the Kendall County Forest Preserve District for the disbursement of American Rescue Plan Act Funds in an amount not to exceed \$330,000.00. Seconded by Commissioner Flowers.

Motion: Commissioner DeBolt					
Second: Commissioner Flowers					
Roll call: Kendall County IGA – ARPA \$330,000					
Commissioner	Aye	Opposed	Commissioner	Aye	Opposed
Cesich	X		Gryder	X	
DeBolt	X		Kellogg	X	
Flowers	X		Koukol	X	
Gengler	X		Rodriguez	X	
Gilmour	X		Vickers	X	
Motion unanimously approved.					

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

XI. Public Comments

Todd Milliron offered public comments about ARPA funds extended to support the Operating Budget.

Commissioner DeBolt offered public comment on the increased use of county preserves during the pandemic.

Commissioner Kellogg offered public comment on changes to the ARPA guidelines needed in order to extend the approved funding to the District.

XII. Executive Session

None.

XIII. Other Items of Business

- Hoover Forest Preserve – Storm Damage Repairs Update

Director Guritz reported that the building alarm systems are operational, with work continuing to repair the alarm monitoring systems.

XIV. Adjournment

Commissioner Gryder made a motion to adjourn. Seconded by Commissioner Vickers. Aye, all. Opposed, none.

Meeting adjourned at 7:38 pm.

Respectfully submitted,

David Guritz
Director, Kendall County Forest Preserve District

**KENDALL COUNTY FOREST PRESERVE DISTRICT
COMMISSION MEETING MINUTES**

SEPTEMBER 21, 2021

I. Call to Order

President Gilmour called the meeting to order at 9:27 am 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 Kendall County Board meeting.

III. Invocation

An invocation was offered by Commissioner Gengler at the start of the Kendall County Board meeting.

IV. Roll Call

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

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

Commissioner Kellogg entered the meeting room at 9:28 am.

V. Approval of Agenda

Commissioner Cesich made a motion to approve the Commission meeting agenda with item IX removed from consideration under the Consent Agenda to the first item under New Business. Seconded by Commissioner Gryder. Aye, all. Opposed, none.

VI. Public Comment

No public comments were offered from citizens in attendance.

CONSENT AGENDA

VII. Approval of Minutes

- Kendall County Forest Preserve District Finance Committee meetings of August 26, 2021
- Kendall County Forest Preserve District Operations Committee meeting of September 1, 2021

VIII. Approval of Claims in the Amount of \$36,741.08

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

Motion: Commissioner Cesich
Second: Commissioner Gryder

Roll call: Consent Agenda

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

Motion unanimously approved.

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

OLD BUSINESS

No items posted for consideration.

NEW BUSINESS

IX. Approval of Fund 1900 Contingency Transfers in the Total Amount of \$1,130.00 from GL 190011 69790 to:

- **GL 19001179 63040 Program Refunds – Env. Ed. Public Programs (\$1,130.00)**

Commissioner Cesich made a motion to approve a Fund 1900 contingency transfer in the total amount of \$1,130.00 from GL 190011 69790 to GL 19001179 63040 Program Refunds – Environmental Education Public Programs. Seconded by Commissioner Gryder.

Motion: Commissioner Cesich
Second: Commissioner Gryder

Roll call: Contingency Transfer of \$1,130.00

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

Motion unanimously approved.

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

X. MOTION: Approval of a Request to the Kendall County State’s Attorney’s Office to Review a Proposed Reciprocal Access Agreement at Millington Forest Preserve between the District and Robert Bright – BrighterDaze Farm, LLC

Commissioner Cesich made a motion to approve the request to the Kendall County’s State’s Attorney’s Office to review a proposed reciprocal access agreement at Millington Forest Preserve between the District and Robert Bright – BrighterDaze Farm, LLC. Seconded by Commissioner DeBolt. Aye, all.

Commissioner Kellogg recommended making penalties for violations of the District’s General Use Ordinance within the agreement clear.

Motion: Commissioner Cesich					
Second: Commissioner DeBolt					
Roll call: Request SAO Review of Reciprocal Access Agreement					
Commissioner	Aye	Opposed	Commissioner	Aye	Opposed
Cesich	X		Gryder	X	
DeBolt	X		Kellogg	X	
Flowers	X		Koukol	X	
Gengler	X		Rodriguez	X	
Gilmour	X		Vickers	X	
Motion unanimously approved.					

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

XI. MOTION: Approval of a Request to the Kendall County’s State’s Attorney’s Office to Amend the District’s Agreement with “D.” Construction, Inc. for the Millbrook Bridge Removal Project to Support Completion of Certain Asphalt Road and Trail Improvements at Hoover Forest Preserve

Commissioner DeBolt made a motion to approve a request to the Kendall County’s State’s Attorney’s Office to Amend the District’s Agreement with “D.” Construction, Inc. for the Millbrook Bridge Removal Project to support completion of certain asphalt road and trail improvements at Hoover Forest Preserve. Seconded by Commissioner Gengler.

Motion: Commissioner DeBolt

Second: Commissioner Gengler

Roll call: Request SAO to Amend the "D." Construction Agreement

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

Motion unanimously approved.

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

XII. ORDINANCE 21-09-001: Approval of a License Agreement Renewal with Sunrise Center North for Operation of a Therapeutic Riding Program at Ellis House and Equestrian Center for \$800.00 per Month Extending From January 1, 2022 through December 31, 2022, including an Option for a Two-Year Extension

Commissioner Cesich made a motion to approve the license agreement renewal with Sunrise Center North for Operation of a Therapeutic Riding Program at Ellis House and Equestrian Center for \$800.00 per month extending from January 1, 2022 through December 31, 2022, including an option for a two-year extension. Seconded by Commissioner Flowers.

Motion: Commissioner Cesich

Second: Commissioner Flowers

Roll call: Sunrise Center North 1-Year License Agreement Renewal

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

Motion unanimously approved.

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

XIII. ORDINANCE 21-09-002: Approval of a License Agreement Renewal with the Yorkville Athletic Association for use of the Ball Field, Pavilion and Turf Parking Area at Hoover Forest Preserve for \$2,400.00 per Year Extending From March 15, 2022 through July 31, 2022, including an Option for a Two-Year Extension

Commissioner Cesich made a motion to approve a license agreement renewal with the Yorkville Athletic Association for use of the Ball Field, Pavilion and Turf Parking area at Hoover Forest Preserve for \$2,400.00 per year extending from March 25, 2022 through July 31, 2022, including an option for a two-year extension. Seconded by Commissioner Rodriguez

Motion: Commissioner Cesich

Second: Commissioner Rodriguez

Roll call: Yorkville Athletic Associatin 1-Year License Agreement Renewal

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

Motion unanimously approved.

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

XIV. Public Comments

No public comments were offered from citizens in attendance.

XV. Executive Session

None.

XVI. Other Items of Business

None.

XVII. Adjournment

Commissioner Flowers made a motion to adjourn. Seconded by Commissioner Vickers. Aye, all. Opposed, none. Motion unanimously approved.

Meeting adjourned at 9:43 am.

Respectfully submitted,

David Guritz
Director, Kendall County Forest Preserve District

Claims Listing

9/29/2021 1:04:54 PM

Department	Vendor #	Vendor Name	Invoice #	Invoice Description	GL Account	Description	Invoice Amount
Ellis Barn	21	ADS, INC	555664	ADS Ellis	19001161	Grounds and Maintenance	\$109.93
						Sub-Total	\$109.93
					Ellis Barn	Total	\$109.93
Ellis House	1323	MENARDS	24323	Menards Ellis House	19001160	Office Supplies	\$19.88
	1323	MENARDS	24406	Menards Ellis 5K Supplies	19001160	Office Supplies	\$24.19
						Sub-Total	\$44.07
	2047	COMED	9361548011093021	ComEd Ellis	19001160	Utilities	\$803.18
						Sub-Total	\$803.18
	21	ADS, INC	555664	ADS Ellis	19001160	Grounds and Maintenance	\$109.94
	124	BARRETT'S ECOWATER	0010381093021	Barret's-Ellis Water Service	19001160	Grounds and Maintenance	\$25.00
						Sub-Total	\$134.94
				Ellis House	Total	\$982.19	

Ellis Weddings													
3259	JOHN JOHNSTON	093021	Sec Dep Return Ellis Wedding		19001168	63040			Security Deposit Refund			\$1,000.00	
									Sub-Total			\$1,000.00	
									Total			\$1,000.00	
Ellis Weddings													
Environ. Educ. Other Pblc Prg													
3256	LAURA PANOSH	093021	Aft Adv Cancellation Refund		19001179	63040			Security Deposit Refund			\$240.00	
3257	JACQUELINE GARRETSON	091321	Refund for Afternoon Adv cancellation		19001179	63040			Security Deposit Refund			\$240.00	
3258	BRIAN JOHNSON	091321	Refund for Cancelled Aft Adv		19001179	63040			Security Deposit Refund			\$480.00	
									Sub-Total			\$960.00	
									Total			\$960.00	
Environ. Educ. Other Pblc Prg													
Forest Preserve Director													
3262	WIGHT & COMPANY	210143-001	Subat Nature Preserve		190411	62150			Contractual Services			\$3,875.00	
3267	SUBURBAN LABORATORIES, INC	192970	Water Testing		190011	62150			Contractual Services			\$150.00	
									Sub-Total			\$4,025.00	
67	AMEREN ILLINOIS	27864440060930	Ameren		190011	63510			Electric			\$27.22	
2047	COMED	11231661020930	ComEd Jay Woods		190011	63510			Electric			\$48.82	
2047	COMED	193615780000930	ComEd Baker Woods		190011	63510			Electric			\$19.67	
									Sub-Total			\$95.71	

Forest Preserve Director	1223	LASALLE COUNTY CORONER	24266	Menards Native Plant Project-Hoover	190711	68510	ICECF K-12 Pollinator	\$29.97
	1323	MENARDS	24271	Menards Native Plant Project-Hoover	190711	68510	ICECF K-12 Pollinator	\$89.85
							Sub-Total	\$119.82
	3162	PIZZO NATIVE PLANT NURSERY	SI-18597	Native Plants-Hoover	190711	68520	ICECF Pilot Pollinator	\$5,823.60
						Sub-Total	\$5,823.60	
					Forest Preserve Director	Total	\$10,064.13	
Grounds and Natural Resources	83	ARNESON TIRE CENTER, INC.	114925	Loose Tires on Equipment	19001183	62160	Equipment	\$372.90
	107	AUTOMOTIVE SPECIALTIES INC	2008FORD	2008 FORD	19001183	62160	Equipment	\$106.92
	107	AUTOMOTIVE SPECIALTIES INC	2009 FORD	2009 FORD	19001183	62160	Equipment	\$106.92
	107	AUTOMOTIVE SPECIALTIES INC	2014FORD	FORD 2014	19001183	62160	Equipment	\$106.92
							Sub-Total	\$693.66
	678	GRAINCO FS, INC.	B0000411168	Grounds Fuel	19001183	62180	Gasoline / Fuel / Oil	\$1,148.04
	678	GRAINCO FS, INC.	B0000411169	Grounds Fuel	19001183	62180	Gasoline / Fuel / Oil	\$296.26
							Sub-Total	\$1,444.30
	1655	SERVICE SANITATION, INC	50-493234093021	Service Sanitation	19001183	63070	Refuse Pickup	\$205.00
							Sub-Total	\$205.00

Grounds and Natural Resources	1452	NICOR	85662610121093 021	Nicor Millbrook	19001183	63090	Natural Gas	\$133.21
	1452	NICOR	87946110001009 3021	Nicor Harris	19001183	63090	Natural Gas	\$55.94
							Sub-Total	\$189.15
	51	SYNCB/AMAZON	13TN-DHQC- RVKM	Amazon Bow Hunt Supplies	19001183	63110	Shop Supplies	\$68.70
	236	CENTRAL LIMESTONE CO INC	27134	Gravel for Hoover and Bowhunt Areas	19001183	63110	Shop Supplies	\$82.99
							Sub-Total	\$151.69
	2297	FOX RIDGE STONE	4996	Boulders-preserve improvements	19001183	68530	Preserve Improvements	\$68.50
							Sub-Total	\$68.50
							Total	\$2,752.30
							Grounds and Natural Resources	
Hoover	3261	NICHOLE ROBERTSON	20-00144	MHL Sec Dep Return	19001171	63040	Security Deposit Refund	\$900.00
	3263	REBEKAH BARQUIRAN	21-00177	Moonseed Sec Deposit Return	19001171	63040	Security Deposit Refund	\$100.00
	3265	KAYLEA DAVILA	21-00115	MHL Sec Dep Return	19001171	63040	Security Deposit Refund	\$217.50
							Sub-Total	\$1,217.50
	1452	NICOR	22827080327093 021	Nicor Hoover Shop	19001171	63090	Natural Gas	\$56.65
	1452	NICOR	23336698297093 021	Nicor Hoover Rookery	19001171	63090	Natural Gas	\$49.98

Hoover	1452	NICOR	24614203628093 021	Nicor Blazing Star	19001171	63090	Natural Gas	\$41.10
	1452	NICOR	28235299733093 021	Nicor Moonseed	19001171	63090	Natural Gas	\$46.00
	1452	NICOR	30831034894093 021	Nicor Kingfisher	19001171	63090	Natural Gas	\$46.00
	1452	NICOR	50980197128093 021	Nicor Meadowhawk	19001171	63090	Natural Gas	\$52.84
	1452	NICOR	72389374124093 021	Nicor Hoover Residence	19001171	63090	Natural Gas	\$29.87
	1452	NICOR	88551401149093 021	Nicor Hoover Maintenance	19001171	63090	Natural Gas	\$43.77
							Sub-Total	\$366.21
	236	CENTRAL LIMESTONE CO INC	27134	Gravel for Hoover and Bowhunt Areas	19001171	68580	Grounds and Maintenance	\$161.99
							Sub-Total	\$161.99
						Hoover	Total	\$1,745.70
							Grand Total	\$17,614.25

AMENDMENT TO THE AGREEMENT BETWEEN THE KENDALL COUNTY FOREST PRESERVE DISTRICT AND D CONSTRUCTION FOR REMOVAL OF THE MILLBROOK BRIDGE

This Amendment modifies the agreement between the Kendall County Forest Preserve District (the “Forest Preserve”) and D Construction, Inc. for removal of the Millbrook Bridge approved on February 18, 2020 (The contract documents attached hereto as “Exhibit 1” being collectively the “Agreement.”). The Forest Preserve and D Construction shall hereinafter collectively be referred to as “the Parties.”

WHEREAS, the Forest Preserve and D Construction entered into an Agreement whereby D Construction agreed to demolish and remove the Forest Preserve-owned Millbrook Bridge; and

WHEREAS, D Construction agreed to perform the demolition and removal for a total contract price of \$476,784.03; and

WHEREAS, after performing the demolition and removal of the Millbrook Bridge, D Construction determined that certain equipment and services which had been included in the scope of the contract were not needed in order to complete the demolition and removal; and

WHEREAS, in consideration of that equipment and services D Construction were not required to expend, the parties have agreed to reduce the total contract price from \$476,784.03 to \$336,405.14.

NOW THEREFORE, the Agreement is amended as follows, effective upon acceptance by both Parties:

1. The recitals set forth above are incorporated into this Amendment by reference and made a part thereof.
2. In consideration of that equipment and services D Construction were not required to expend in demolishing and removing the Millbrook Bridge, the total due from the Forest Preserve to D Construction under the Agreement, as reflected on the “Schedule of Prices” section of the Agreement, is amended from \$476,784.03 to \$336,405.14.
3. Upon the Forest Preserve’s acceptance of D Construction’s work under the Agreement, the Forest Preserve agrees to pay \$336,405.14 to D Construction.
4. D Construction agrees to accept \$336,405.14 from the Forest Preserve as full and final payment under the Agreement. D Construction agrees that upon the Forest Preserve’s payment of \$336,405.14, D Construction shall have no further claim to any additional payments or compensation from the Forest Preserve pursuant to the Agreement or for any other work performed on or in relation to the demolition and removal of the Millbrook Bridge, including an invoice for “pier construction” dated December 31, 2020 in the amount of \$7,352.04.
5. Prior to and as a condition of Forest Preserve’s payment of \$336,405.14, D Construction shall tender to the Forest Preserve all lien waivers required by the Agreement.
6. Except as specifically modified by this Amendment, the Agreement remains in full force and effect.

AMENDMENT AGREED TO AND ACCEPTED:

D CONSTRUCTION, INC.

Date

KENDALL COUNTY FOREST PRESERVE DISTRICT

Judy Gilmour, President

Date

Elizabeth Flowers, Secretary

Date

AGREEMENT FOR PAVING PROJECT

This Agreement, made and entered into on the last day of signature below between the Kendall County Forest Preserve District (hereinafter "Forest Preserve"), with its principal place of business at 110 W. Madison Street, Yorkville, Illinois, 60560 and D Construction, Inc., with its principal place of business at 1488 S. Broadway, Coal City, Illinois, 60416 (hereinafter referred to as "Contractor"). 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 as set forth in this Agreement, Contractor will provide the Forest Preserve with the following services (the "Project"): *See attached Exhibit 1 for scope and specifications of the Project.*

The Project shall be completed no later than November 30, 2021.

2. As consideration for the services to be performed by Contractor, the Forest Preserve agrees to pay Contractor a total of \$18,930.00 upon acceptance of the completed Project by the Forest Preserve and after receipt of the lien waivers as set forth in Section 13 below. The Forest Preserve shall not be responsible for any costs in excess of \$18,930.00 unless the Forest Preserve agrees to said increase in writing before such expense is incurred. Payment shall be made in accordance with the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 505/1 *et seq.*)
3. Contractor is an Independent Contractor and is not an employee of, partner of, agent of, or in a joint venture with the Forest Preserve. Contractor understands and agrees that Contractor is solely responsible for paying all wages, benefits and any other compensation due and owing to Contractor's officers, employees, and agents for the performance of services set forth in the Agreement. Contractor further understands and agrees that Contractor is solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for Contractor's officers, employees and/or agents who perform services as set forth in the Agreement. Contractor also acknowledges its obligation to obtain appropriate insurance coverage for the benefit of Contractor, Contractor's officers, employees and agents and agrees that the Forest Preserve is not responsible for providing any insurance coverage for the benefit of Contractor, Contractor's officers, employees and agents. Contractor hereby indemnifies and agrees to waive any right to recover alleged damages, penalties, interest, fees (including attorneys' fees), and/or costs from the Forest Preserve, its board members, officials, employees, insurers, and agents for any alleged injuries that Contractor, its officers, employees and/or agents may sustain while performing services under the Agreement. Contractor shall exercise general and overall control of its officers and employees.
4. Contractor shall indemnify, hold harmless and defend with counsel of the Forest Preserve's own choosing, the Forest Preserve, its past, present and future elected officials, department heads, employees, insurers, and agents (hereinafter collectively referred to as "Releasees") from and against all liability, claims, suits, causes of action, demands, proceedings, set-offs, liens, attachments, debts, expenses, judgments, or other liabilities including costs, reasonable fees and expense of defense, 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 or ancillary documents and any breach by Contractor of any representations or warranties made within the Agreement or ancillary documents (collectively, the "Claims"), to the extent such Claims result from any act or omission, neglect, willful acts, errors, or misconduct of Contractor in its performance under this Agreement or the contract documents. Releasees' participation in its defense shall not remove Contractor's duty to indemnify, defend, and hold Releasees harmless, as set forth above. 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 this indemnification provision. Indemnification shall survive the termination of this Agreement.
5. Contractor will obtain and continue in force, during the term of this Agreement, all insurance as set forth below. All coverage shall be placed with insurers authorized to conduct business in Illinois with a current A.M. Best's rating of no less than A:VII. Each insurance policy shall not be cancelled or changed without thirty (30) calendar days prior written notice, given by the insurance carrier to the Forest Preserve at the address set forth herein.

Minimum Scope and Limit of Insurance. All coverage shall be at least as broad as the following:

- a. Commercial General Liability ("CGL"): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal &

advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be \$2,000,000.

b. Umbrella/Excess Liability: Limits of liability equal to or greater than \$5,000,000 per occurrence and \$5,000,000 in aggregate.

c. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

d. Workers' Compensation Insurance: Insurance as required by the State of Illinois, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. (Not required if company provides written verification it has no employees.)

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, the Forest Preserve shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Forest Preserve. The Forest Preserve and its, past, present, and future its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used). For any claims related to this Agreement, the Contractor's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 with respect to the Forest Preserve, its past present and future officers, officials, employees, and volunteers. Any insurance maintained by the Forest Preserve, its past present or future officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Contractor hereby grants to the Forest Preserve and its, past, present, and future its officers, officials, employees, and volunteers a waiver of any right to subrogation which any insurer of said Contractor may acquire against the Forest Preserve by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Forest Preserve has received a waiver of subrogation endorsement from the insurer.

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

Subcontractors: Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that the Forest Preserve is an additional insured on insurance required from subcontractors.

6. 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, fire, explosions or other casualties, vandalism, riots or war. A party claiming a force majeure event ("the claiming party") shall promptly notify the other party in writing, describing the nature and estimated duration of the claiming party's inability to perform due to the force majeure event. The cause of such inability to perform will be remedied by the claiming party with all reasonable dispatch.
7. 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 Forest Preserve, 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, "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.

8. Contractor 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. This contract calls 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 current "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. The Illinois Department of Labor ("Department") publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates and the contractor/subcontract has an obligation to check the Department's website for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Department's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including, but not limited to, all wage requirements and notice and record keeping duties.
10. When applicable, Contractor shall furnish Material Safety Data Sheets for their products, in compliance with the Illinois Toxic Substance Disclosure to Employee Act, Safety Inspection and Education Act & "Right to Know" law, 820 ILCS 255/1 *et seq.*, 820 ILCS 220/0.01 *et seq.* and 820 ILCS 225/0.1 *et seq.*
11. Contractor, 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 Contractor shall be carried out by competent and properly trained personnel of Contractor to the highest standards and to the satisfaction of the Forest Preserve. All services, materials and components shall conform to relevant manufacturers' and equipment suppliers' specifications, and all materials and spare parts shall be obtained from the original equipment manufacturers or from suppliers approved by them. No warranties implied or explicit may be waived or denied.
13. Contractor hereby waives any claim of lien against subject premises on behalf of Contractor, its officers, insurers, employees, agents, suppliers and/or sub-contractors employed by this Agreement. Upon completion of the project and as a condition prior to payment in full, Contractor shall tender to the Forest Preserve a final waiver of lien for all subcontractors and/or suppliers.
14. Contractor agrees to comply with all applicable provisions of the American Rescue Plan Act; all guidance on the American Rescue Plan Act, including the Interim Final Rule, issued by the U.S. Department of the Treasury; 2 C.F.R. 200 *et seq.* and all other applicable federal and state statutes, regulations, interpretive guidance, and executive orders.
15. Neither party shall assign, sublet, sell, or transfer its interest in this Agreement without the prior written consent of the other.
16. 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.

17. 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 Forest Preserve, to: Executive Director David Guritz, 110 W. Madison Street, Yorkville, Illinois 60560, fax (630) 553-4023 with copy sent to: Kendall County State's Attorney, 807 John Street, Yorkville, Illinois, 60560, fax (630) 553-4204, and, in the case of Contractor, to: Ken Sandeno and Andy Moore, 1488 S. Broadway Coal City, IL 60416, fax (815) 634-8748.
18. Contractor certifies that Contractor, 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). Contractor further certifies by signing the Contract documents that Contractor, 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 Contractor made admission of guilt of such conduct which is a matter of record, nor has any official, officer, agent, or employee of the company been so convicted nor made such an admission.
19. Both parties affirm no Forest Preserve officer or elected official has a direct or indirect pecuniary interest in Contractor or this Agreement, or, if any Forest Preserve officer or elected official does have a direct or indirect pecuniary interest in Contractor or this Agreement, that interest, and the procedure followed to effectuate this Agreement has and will comply with 50 ILCS 105/3.
20. In any action with respect to this Agreement, the parties are free to pursue any legal remedies at law or in equity. If the Forest Preserve is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this Agreement, and by reason thereof, the Forest Preserve is required to use the services of an attorney, then the Forest Preserve shall be entitled to reasonable attorneys' fees, court costs, and expenses incurred by the Forest Preserve pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.
21. Contractor shall be responsible for the protection of all work including, but not limited to, all work performed by Contractor, Contractor's employees, subcontractors and agents until its completion and final acceptance by the Forest Preserve, and shall at Contractor's own expense replace damaged or lost materials or repair damaged parts of the work, and the Contractor shall be liable therefore. Contractor shall take all risks from floods and casualties, and shall make no claim for damages for delay from such causes. Contractor may, however, be allowed a reasonable extension of time on account of such delays, subject to the conditions herein before specified. The Contractor shall remove from the vicinity of the work upon its completion all surplus material or equipment belonging to Contractor or used under Contractor's direction during construction. Contractor shall remove all surplus materials, excavation, concrete and debris of all kinds from the project site, streets or portions of buildings or property at or adjacent to the site of the work, except that which may be required for refilling or grading the surface, within a reasonable time or as directed by the Forest Preserve.
22. Contractor shall notify J.U.L.I.E. for public utility locations and the Forest Preserve for the Forest Preserve's private utilities at least 48 hours prior to commencement of construction so that they may locate and stake out such buried services. Any services or utilities so damaged by the Contractor, Contractor's employees, subcontractors and/or agents will have to be replaced and/or repaired by the Contractor at Contractor's expense.
23. When construction observation tasks or construction subcontracting are part of the service to be performed by the Contractor under this Agreement, the Contractor will include the following clause in any construction-related contract documents and Contractor agrees not to modify or delete it:

Kotecki Waiver: Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees, asserted by persons allegedly injured on the Project; waives any limitation of liability defense based upon the Worker's Compensation Act, court interpretations of said Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend the Kendall County Forest Preserve District and its past, present and future board members, elected officials, employees, agents and consultants (the "Indemnitees") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the Indemnitees may sustain as a result of such claims,

except to the extent that Illinois law prohibits indemnity for the Indemnitees' own negligence. Indemnitees are designated and recognized as explicit third-party beneficiaries of the Kotecki Waiver within the general contract and all subcontracts entered into in furtherance of the general contract.

- 24. Contractor 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.*
- 25. The Forest Preserve and/or Contractor '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.
- 26. Contractor warrants to the Forest Preserve that all construction and related services provided shall be performed in a good workman like manner, in accordance with the terms of this Agreement and ancillary documents, and all applicable law, codes, regulations, and other requirements, including safety standards.
- 27. If at the time the Agreement is executed, or if during the term of the Agreement, there is a period of excessive unemployment in Illinois as defined in the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 *et seq.*, (hereinafter referred to as "the Act"), Contractor, its consultants, contractors, subcontractors and agents agree to employ Illinois laborers on this Project in accordance with the Act. Contractor understands that the Act defines (a) "period of excessive unemployment" as "as any month following two consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded 5%, as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures", and (b) "Illinois laborer" as "any person who has resided in Illinois for at least thirty (30) days and intends to become or remain an Illinois resident." *See* 30 ILCS 570/1. Contractor understands and agrees that its failure to comply with this provision of the Agreement may result in immediate termination of the Agreement.
- 28. It is understood and agreed to by the parties that all contracts entered into by a government body, such as the Forest Preserve, are open to public review and as such will be on file with the Forest Preserve's office and may be discussed in open session pursuant to the Illinois Open Meetings Act (5 ILCS 120/1 *et seq.*) and/or may be released pursuant to the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*).
- 29. This Agreement, along with its attachments, represents the entire Agreement between the parties regarding this subject matter and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties and may not be modified except in writing acknowledged by both parties.
- 30. 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.
- 31. The Forest Preserve and Contractor each hereby warrant and represent that their respective signatures set forth below have been and are on the date of this Agreement duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.

IN WITNESS WHEREOF, the parties hereto caused this Agreement to be executed on the dates inserted below.

D CONSTRUCTION, INC.	KENDALL COUNTY FOREST PRESERVE DISTRICT
BY:	BY:
NAME:	NAME: Judy Gilmour
TITLE:	TITLE: President
DATE:	DATE:

EXHIBIT 1 - AGREEMENT FOR PAVEMENT PROJECT

Project 1

Hoover Road Asphalt Paving Extension - Location Map Attached
Hoover Forest Preserve
11285 W. Fox Road Yorkville, IL 60560

Project Scope

Description: D. Construction will install asphalt paving (Binder Course and Surface Course) following fine grading of existing gravel base to extend the paved asphalt portion of Hoover Road from the Meadowhawk Lodge permeable paver parking lot to the Hoover Forest Preserve north parking lot (approximate length 1,400'). New asphalt paving will connect to the Hoover Forest Preserve north paved parking lot drive entrance.

Asphalt Paving Length: 1,400 feet (approx. - Meadowhawk Lodge to North Parking Entrance)
Asphalt Paving Surface Width: 24 feet

- Fine Grade
- HMA Binder Course N50, 2.5"
- HMA Surface Course N50, 1.5"

Project 2

Hoover Forest Preserve Asphalt Trail Repair and Replacement Project - Location Maps Attached
 All trail segments approximately 8' width

Project Scope: Per Instructions at Object ID Locations as Shown in the Project Location Maps

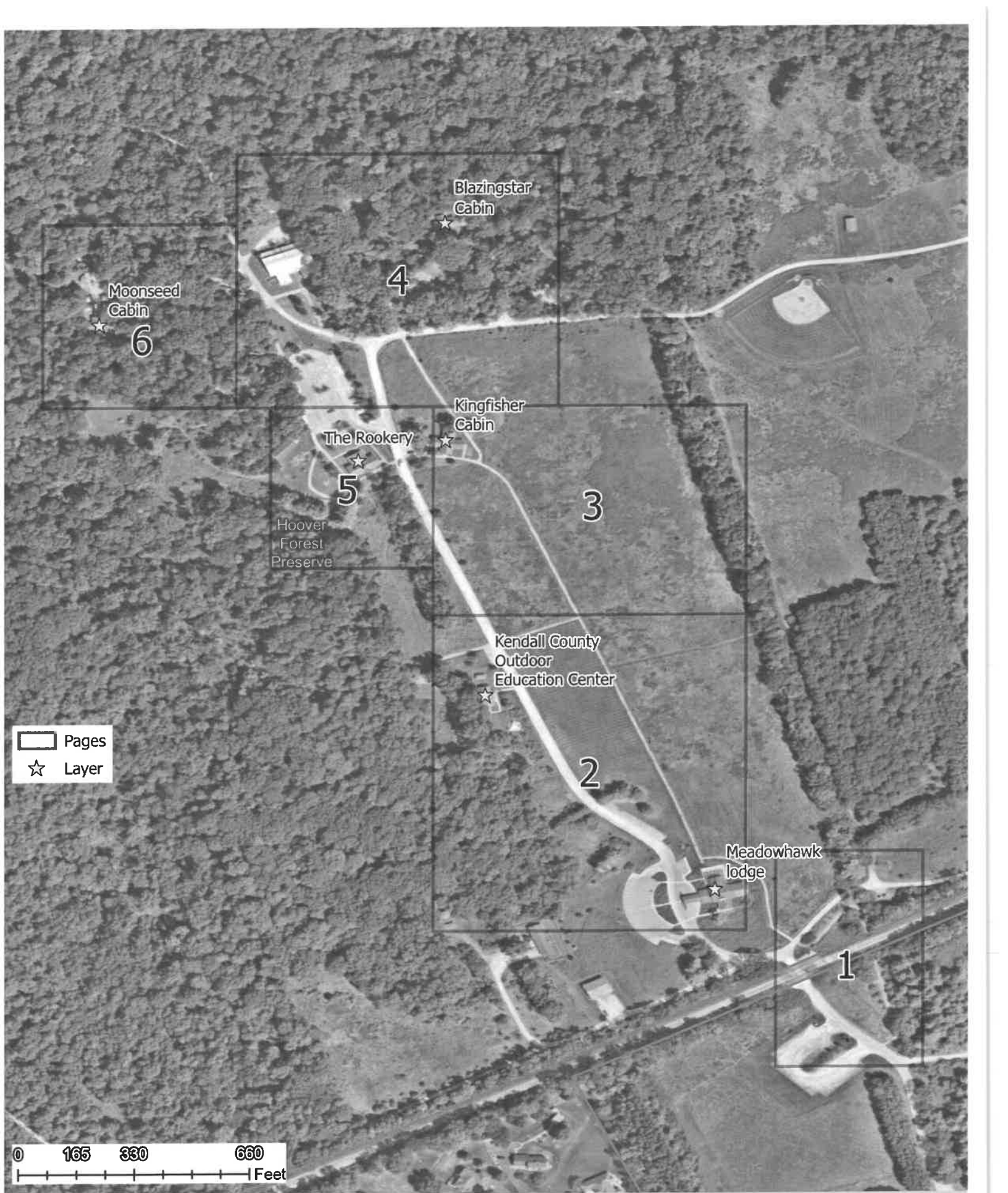
Trail Segment	Instructions	Approximate # or Length	Object ID's
Railroad culvert trail	Grind up existing - no resurfacing	220 feet (south section)	4 through 23
	Fill stormwater grates with gravel	265 feet (north section)	14 and 15
Meadowhawk Lodge to Kingfisher Bunkhouse	Crack Repairs / Filling	63	35 to 49 and 52 to 95 and 181 to 187
	Section Replacement 1	60 feet	27 to 34
	Section Replacement 2	10 feet	50 to 51
	Section Replacement 3	18 feet	95 to 100
The Rookery Education Building	Crack Repairs / Filling	7	106 to 115 + 191
Moonseed Entry Pathway	Seal coating only	380 feet	116 to 123 and (194 to 192 total length)
Moonseed Campus	Section Replacement 4	5 feet	122 - Ramp to door
	Section Replacement 5	50 feet	126 and 127 - Replace both approaches to shelter
	Crack Repairs / Filling	3	123, 125 and 193
Parking Lot to Pool House	Crack Repairs / Filling	6	133 to 141
	Section Replacement 6	8 feet	129
Pool House to Blazing Star Bunkhouse	Section Replacement 7	275 feet	143 to 146
Blazing Star Bunkhouse Campus	Section Replacement 8	20 feet	147 to 148 - Asphalt to rear entry threshold
	Section Replacement 9	5 feet	150 - Ramp to door
	Section Replacement 10	50 feet	152 - Replace both approaches to shelter
Group Campsite A Spur	Seal coating only	175 feet	153 to 156
Kingfisher to Group Campsite A Spur	Section Replacement 11	30 feet	166 to 167
	Section Replacement 12	20 feet	173 to 175
	Crack Repairs / Filling	12	158 to 179

Repair/Replacement Summary

8' Trail Asphalt Gridding (Leave in Place)	485 feet
Crack Repairs / Filling	91
8' Trail Section Replacements	551 feet
8' Trail Section Seal Coating	555 feet

PROJECT 1 – HOOVER ROAD EXTENSION LOCATION MAP







- ADA Issue
- General Issue
- ☆ Layer

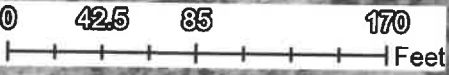
0 42.5 85 170
Feet

Rail Road Underpass



Kendall County
Outdoor
Education Center

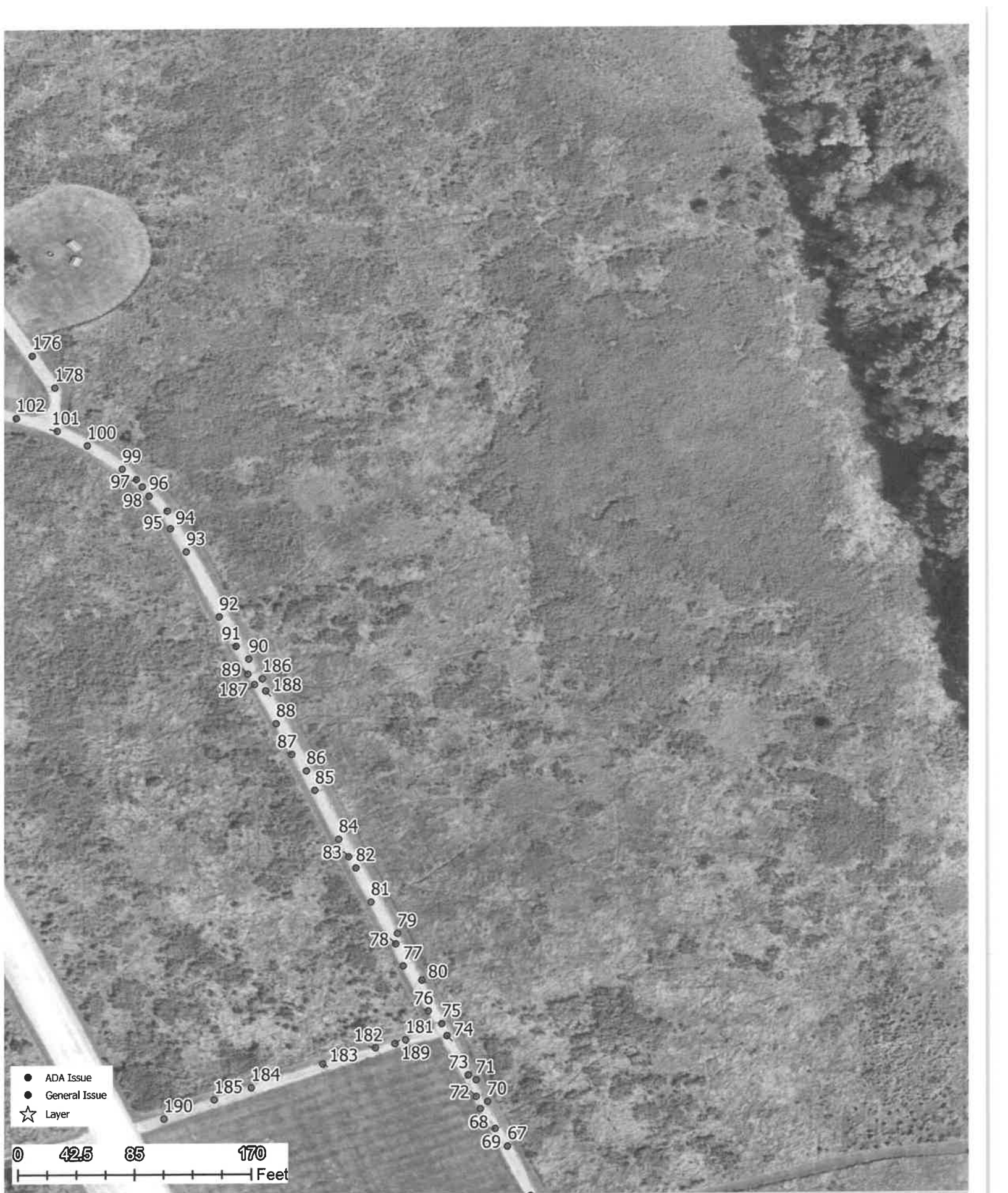
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- General Issue
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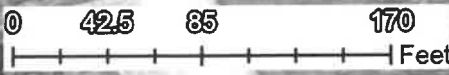
Meadowhawk Lodge to Kingfisher (South)



Kendall County GIS
maps.co.kendall.il.us/portal
 Map Created: 9/1/2021 12:32 PM



- ADA Issue
- General Issue
- ☆ Layer



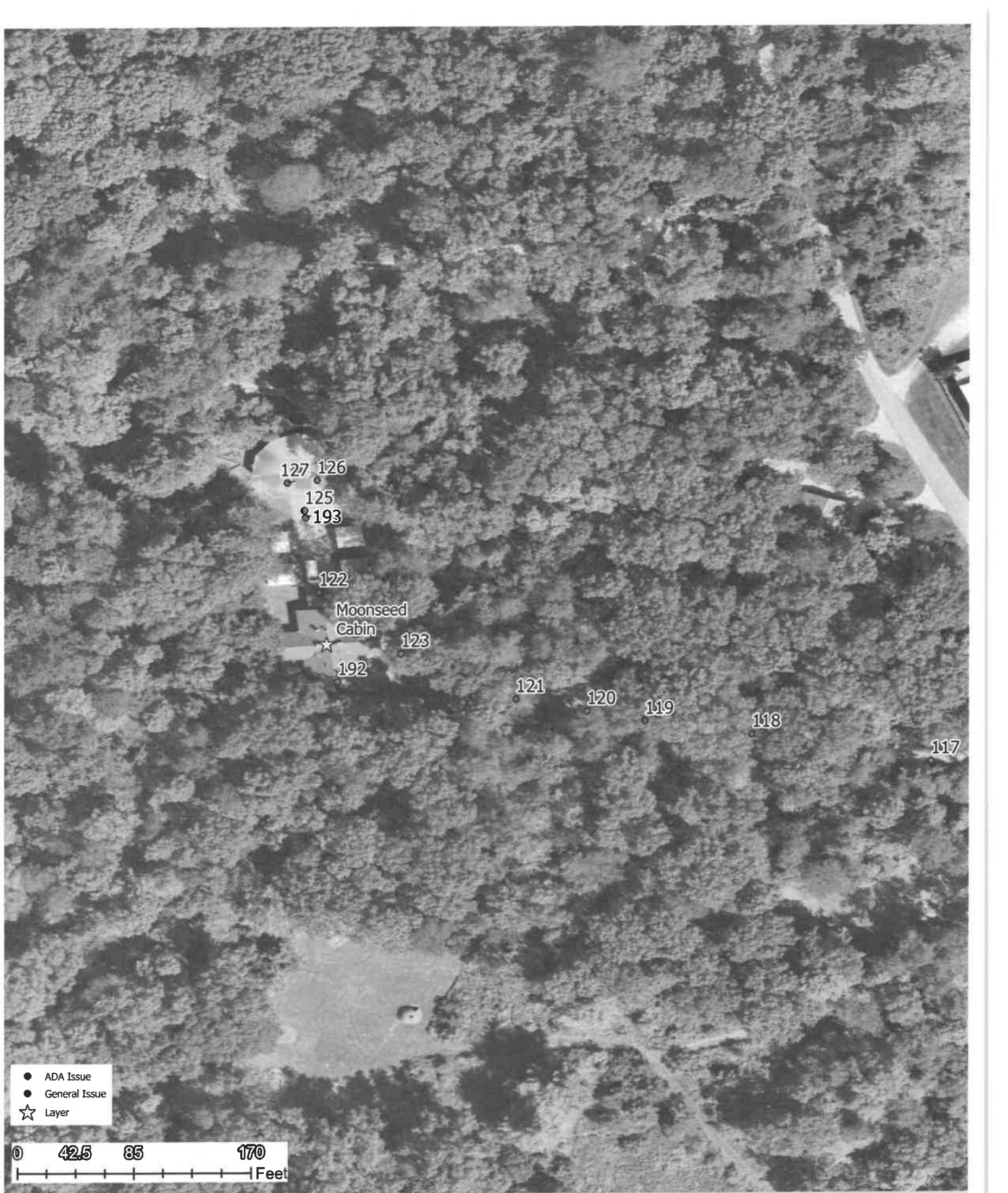
Meadowhawk Lodge to Kingfisher (North)



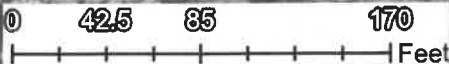
Blazingstar



Rookery



- ADA Issue
- General Issue
- ☆ Layer



Moonseed