

**KENDALL COUNTY FOREST PRESERVE DISTRICT
MEETING AGENDA**

TUESDAY, JUNE 7, 2022

6:00 PM

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
- VII. ***CONSENT AGENDA**
 - A. Approval of Minutes
 - Kendall County Forest Preserve District Committee of the Whole Meeting of May 10, 2022
 - Kendall County Forest Preserve District Commission Meeting of May 17, 2022
 - B. *Approval of Claims in the Amount of \$13,012.36
 - C. ****MOTION:** Authorizing Auctioning for Public Sale a John Deere Riding Mower Series 525 (Serial# MOF525A140214), and a Cub Cadet 2182 Riding Mower Model #142743100 (Serial #826222) on the GovDeals.com Online Auction Platform
 - D. ***MOTION:** Approval of Proposal #R1-30-10006-22-001 from Trane U.S. Inc. of Willowbrook, Illinois for the Purchase of a 3-Ton, 15KW (Model #4WCY5036*1000), and a 4-Ton, 20KW (Model #4WCY5048*1000) R-410A Heat Pump Rooftop HVAC Units for a Total Net Price of \$12,878.00 Plus \$2,007.00 for Trane Technician-Directed Start Up Costs
 - E. ***MOTION:** Approval of a Proposal from O'Malley's Welding and Fabricating, Inc. of Yorkville, Illinois for the Purchase and Installation of Entry Gates for Maramech Forest Preserve in the Amount of \$10,550.00
- VIII. **OLD BUSINESS**

No agenda items posted for consideration.
- IX. **NEW BUSINESS**
 - A. ***MOTION:** Approval of an Annualized Salary Adjustment for Jared Anderson, Grounds Maintenance Worker in the Amount of \$2,712.32 (8%) Increasing his Total Annualized Salary to \$36,616.32 Effective June 18, 2022
 - B. ***MOTION:** Approval of an Annualized Salary Adjustment for Brandon Beerup, Grounds Maintenance Worker in the Amount of \$2,648.80 (8%) Increasing his Total Annualized Salary to \$35,758.80 Effective June 18, 2022
 - C. ***MOTION:** Approval of an Annualized Salary Adjustment for Doug Neill, Grounds Maintenance Worker in the Amount of \$2,680.87 (8%) Increasing his Total Annualized Salary to \$36,191.75 Effective June 18, 2022
- X. Public Comments
- XI. Executive Session
- XII. Other Items of Business
- XIII. Adjournment

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

*(**) Requires affirmative vote of the 3/5 vote of the members of Commission (6) for passage (KCFPD Rules of Order Section I.G.3.b.iii)*

**KENDALL COUNTY FOREST PRESERVE DISTRICT
COMMITTEE of the WHOLE MEETING MINUTES
MAY 10, 2022**

I. Call to Order

President Gilmour called the meeting to order at 4:32 pm in the Pickerill Estate House at the Pickerill-Pigott Forest Preserve.

II. Roll Call

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

Commissioners Cesich, Gengler, Koukol, Rodriguez, Vickers, and Gilmour were all present.

III. Approval of Agenda

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

IV. Executive Director’s Report

Director Guritz provided updates on the Pickerill estate house project, and the RT 71 multi-use trail agreements.

Antoinette White, Grounds and Natural Resources Division Supervisor, provide an update on grounds seasonal projects and preserve improvement projects.

V. Motion to Forward Claims to Commission

Commissioner Cesich made a motion to forward claims to Commission for approval. Seconded by Commissioner Gengler. Aye, all. Opposed, none.

VI. Public Comments

No public comments were offered from citizens in attendance.

VII. OLD BUSINESS

- a. Capital Fund Cash Flow Report Updates and FY22 Available Budget Amendment
- b. Pickerill-Pigott Estate House Pre-Construction Projects Updates
 - 1. Updated Pre-Construction Projects List
 - 2. Pre-Construction Permitting Requirements
 - 3. Pre-Construction Equipment and Material Purchases

4. **Septic System Design and Permitting (EDS, Big Rock, IL Proposal)**
5. **KC-SAO Pre-Construction Project Risk and Liability Recommendations and Forms**

Director Guritz provided a summary of the current pre-construction activities at the Pickerill estate house.

The Committee of the Whole discussed donations and scope of pre-construction projects.

VIII. NEW BUSINESS

- a) **RT. 71 Trail (Rt. 126 to Orchard Road) – Discussion of Terms for Proposed Intergovernmental Agreements**
- b) **Discussion of Property Tax Abatements – MP Minooka Ridge Industrial, LLC Buildings 1 and 2**

Commissioner Cesich made a motion to forward the RT. 71 Trail (Rt. 126 to Orchard Road) – terms for proposed intergovernmental agreements to Commission for approval. Seconded by Commissioner Vickers. Aye, all. Opposed, none.

Commissioner Cesich made a motion to forward the proposed property tax abatement agreements for MP Minooka Ridge Industrial, LLC Buildings 1 and 2 to Commission for approval. Seconded by Commissioner Koukol. Aye, all. Opposed, none.

XVIII. Other Items of Business

- a. **Natural Beginnings – MWF Afternoon Session Enrollment Expansion**

District staff recommend increasing the MWF pm session enrollment from 2-instructors and 12-students to 3-instructors and 18-students.

Commissioner Koukol made a motion to forward the Natural Beginnings proposed Monday – Wednesday - Friday Afternoon session pilot program expansion to Commission for approval. Seconded by Commissioner Rodriguez. Aye, all. Opposed, none.

- b. **Article VII, Section 1 of the Illinois Constitution – Review and Discussion**

Director Guritz provide an update on SAO recommendations concerning Article VII, Section 1 of the Illinois Constitution which prohibits Illinois government agencies from extending use of facilities or other assets without receiving compensation, either cash or in-kind based on fair market value.

- c. **Ellis House Environmental Testing and Proposed Window Replacements**

Director Guritz provided updates on environmental testing results at the Ellis house. Two windows have been analyzed, with both needing to be replaced.

- d. **D. Construction Asphalt Paving Contract – Timeframe for Completion**

Director Guritz provided updates on the D. Construction estimated timeline for asphalt paving completion.

XIX. Public Comments

No public comments were offered from citizens in attendance.

XX. Executive Session

None.

XXI. Summary of Action Items

Director Guritz provided a summary of action items.

XXII. Adjournment

Commissioner Cesich made a motion to adjourn. Seconded by Commissioner Vickers. Aye, all. Opposed, none. Meeting adjourned at 5:25 pm.

Respectfully submitted,

David Guritz
Director, Kendall County Forest Preserve District

**KENDALL COUNTY FOREST PRESERVE DISTRICT
COMMISSION MEETING MINUTES
MAY 17, 2022**

I. Call to Order

President Gilmour called the meeting to order at 10:45 am in the Kendall County Office Building - Second Floor Board Rooms 209 and 210.

II. Pledge of Allegiance

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

III. Invocation

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

IV. Roll Call

X	Cesich	X	Gryder (entered at 10:47 am)
X	DeBolt	X	Kellogg
	Flowers	X	Koukol (entered at 10:47 am)
X	Gengler		Rodriguez
X	Gilmour	X	Vickers

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

V. Approval of Agenda

Commissioner Cesich made a motion to approve the agenda. Seconded by Commissioner Gengler. Aye, all. Opposed, none.

VI. Public Comment

No public comments were offered from citizens in attendance.

VII. CONSENT AGENDA

A. Approval of Minutes

- Kendall County Forest Preserve District Finance Committee Meeting of April 28, 2022
- Kendall County Forest Preserve District Commission Meeting of May 3, 2022
- Kendall County Forest Preserve District Special Call Committee of the Whole Meeting of May 4, 2022

B. Approval of Claims in the Amount of \$17,078.17

C. MOTION: Approval of an Intergovernmental Agreement between the Kendall County Forest Preserve District; the County of Kendall, Illinois; the United City of Yorkville,

Illinois, and the Village of Oswego, Illinois Relating to the Maintenance of a Shared-Used Path Along Route 71

- D. MOTION: Approval of an Agreement for MP Minooka Ridge Industrial, LLC Building 1 for the Abatement of Real Property Taxes**
- E. MOTION: Approval of an Agreement for MP Minooka Ridge Industrial, LLC Building 2 for the Abatement of Real Property Taxes**
- F. MOTION: Approval of an NASPO Value Point Participating Addendum with T-Mobile USA Inc. for Wireless, Data, Voice and Accessories to the Master Agreement No. MA176 Led by the State of Utah**

President 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			Koukol	X	
Gengler	X		Rodriguez		
Gilmour	X		Vickers	X	
Motion unanimously approved.					

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

VIII. OLD BUSINESS

No agenda items posted for consideration.

IX. NEW BUSINESS

- A. MOTION: Approval of a Pilot Program Expansion of the Natural Beginnings Early Learning Program Mixed-Age (3-6 Years) M-W-F PM Session from 12 Students-2 Instructors to 18 Students-3 Instructors**

Commissioner Kellogg made a motion to approve a Pilot Program Expansion of the Natural Beginnings Early Learning Program Mixed-Age (3-6 Years) M-W-F PM Session from 12 Students-2 Instructors to 18 Students-3 Instructors. Seconded by Commissioner Cesich.

Motion: Commissioner Kellogg

Second: Commissioner Cesich

Roll call: Natural Beginnings Pilot Program Expansion

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

Motion unanimously approved.

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

X. Public Comments

No public comments were offered from citizens in attendance.

XI. Executive Session

None.

XII. Other Items of Business

- Pollinator Fest & Forest Foundation of Kendall County Hoover Nature Play Space Donor Recognition Event – Hoover Forest Preserve – June 21, 2022 from 10 am to Noon
- Kendall County and Kendall County Forest Preserve District – State of the County Event – Friday, June 3, 2022 @ Meadowhawk Lodge from 9 – 10:30 am

XIII. Adjournment

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

Meeting adjourned at 10:55 am.

Respectfully submitted,

David Guritz
Director, Kendall County Forest Preserve District

Claims Listing

5/26/2022 12:46:54 PM

Department	Vendor #	Vendor Name	Invoice #	Invoice Description	GL Account	Description	Invoice Amount
Ellis Barn	1323	MENARDS	42145	Carabiner, screw-Ellis Barn	19001161 68580	Grounds and Maintenance	\$22.68
						Sub-Total	\$22.68
					Ellis Barn	Total	\$22.68
Ellis House	124	BARRETT'S ECOWATER	0010381053122	Ellis Water service, glass jugs	19001160 62270	Utilities	\$521.20
	2047	COMED	9361548011053122	ComEd Ellis House	19001160 62270	Utilities	\$141.90
						Sub-Total	\$663.10
Ellis Riding Lessons	1091	K & K WELL DRILLING	32113	4 containers of hydrogen peroxide-5 gallon-Ellis	19001160 68580	Grounds and Maintenance	\$148.00
						Sub-Total	\$148.00
					Ellis House	Total	\$811.10
Ellis Riding Lessons	2057	MATTHEW CAVINESS	12022038	Trim and shoes for horses-Ellis	19001164 63020	Vet & Farrier	\$350.00
						Sub-Total	\$350.00
					Ellis Riding Lessons	Total	\$350.00
Ellis Sunrise Center	51	SYNCB/AMAZON	1YRG-1D9N-W1TG	Fly tarp, fly masks-Ellis Animal Care	19001167 63000	Animal Care & Supplies	\$265.44
						Sub-Total	\$265.44
					Ellis Sunrise Center	Total	\$265.44

Environmental Educ. Natri Beg.	51	SYNCB/AMAZON	1F67-QQ4L- JGCM	Dinosaur themed supplies for NB end of year	19001178 63030	Program Supplies	\$75.21
					Sub-Total		\$75.21
					Environmental Educ. Natri Beg.	Total	\$75.21
Environmental Education Camps	51	SYNCB/AMAZON	1MLN-J7N4- Q3F3	Curious George Book for Summer Camp	19001177 63030	Program Supplies	\$4.75
	51	SYNCB/AMAZON	1YRG-1D9N- LC74	Camp supplies	19001177 63030	Program Supplies	\$564.23
					Sub-Total		\$568.98
3630	JUSTINE SKILLMAN	RecPro #7240	Refund for Nature Warriors Camp	19001177 63040	Security Deposit Refund		\$185.00
					Sub-Total		\$185.00
					Environmental Education Camps	Total	\$753.98
Environmental Education School	51	SYNCB/AMAZON	11LK-TXCR- Q3GF	School Programs-White School Glue	19001176 63030	Program Supplies	\$18.74
					Sub-Total		\$18.74
					Environmental Education School	Total	\$18.74
Forest Preserve Director	51	SYNCB/AMAZON	14Q7-LXG9-J1HL	Pollinator Fest Supplies	190011 62000	Office Supplies	\$137.57

**Forest Preserve
Director**

51	SYNCB/AMAZON	1Y66-MLGV- QV3Y	Amazon-Beverage Dispenser	190011 62000	Office Supplies	\$20.75
1020	ILLINOIS STATE POLICE SERVICES FUND	05718	Background Checks	190011 62000	Office Supplies	\$40.00
					Sub-Total	\$198.32
67	AMEREN ILLINOIS	27864440060531 22	Ameren-Millbrook S	190011 63510	Electric	\$39.75
					Sub-Total	\$39.75
1152	KENDALL PLUMBING & HEATING	99300499268	CPVC Repair at Hoover	190711 66500	Miscellaneous Expense	\$1,250.00
					Sub-Total	\$1,250.00
695	GROUND EFFECTS INC	468379-000	Road Gravel for Hoover Garden	190011 68500	Project Fund Expenses	\$142.40
695	GROUND EFFECTS INC	468388-000	Gravel for Hoover Garden	190011 68500	Project Fund Expenses	\$142.40
695	GROUND EFFECTS INC	468399-000	Mulch for Hoover Garden	190011 68500	Project Fund Expenses	\$106.04
695	GROUND EFFECTS INC	468416-000	Mulch for Hoover Garden	190011 68500	Project Fund Expenses	\$159.06
695	GROUND EFFECTS INC	468426	Mulch for Hoover Garden	190011 68500	Project Fund Expenses	\$159.06
695	GROUND EFFECTS INC	468436-000	Mulch for Hoover Garden	190011 68500	Project Fund Expenses	\$79.53
1323	MENARDS	42599	Menards Grounds Supplies, Hoover Garden Supplies	190011 68500	Project Fund Expenses	\$64.55
1323	MENARDS	43014	MEwards-Wood for Hoover Garden planters	190011 68500	Project Fund Expenses	\$133.46
1323	MENARDS	43101	Menards-Hoover Garden Supplies	190011 68500	Project Fund Expenses	\$55.29
1883	WATER PRODUCTS- AURORA	0309257	Equipment/supplies for Hobbit Tunnel repairs	190011 68500	Project Fund Expenses	\$148.40

Forest Preserve Director									Sub-Total	\$1,190.19
	1153	KENDALL CO HIGHWAY DEPT	Welcome Signs	Welcome Signs	191411	68530		Preserve Improvements		\$300.00
									Sub-Total	\$300.00
	158	BLOOD HOUND	00196502	Pickerill Line locating	191311	70330		Construction		\$822.50
									Sub-Total	\$822.50
					Forest Preserve Director				Total	\$3,800.76
Grounds and Natural Resources	51	SYNCB/AMAZON	17DH-LGXF-RFPW	Truck uplifters, insulated medical case for epipen	19001183	62160		Equipment		\$24.99
	107	AUTOMOTIVE SPECIALTIES INC	25334	Drain valve, hub seals-2009 Ford F250	19001183	62160		Equipment		\$835.90
	413	DEKANE EQUIPMENT CORP	023674	Cub Cadet Tractor Purchase	19001183	62160		Equipment		\$3,199.00
									Sub-Total	\$4,059.89
	51	SYNCB/AMAZON	1NMR-DFCT-FN6P	Education Dept Uniforms	19001183	62400		Uniforms / Clothing		\$111.40
									Sub-Total	\$111.40
	1452	NICOR	85662610121053122	Nicor Millbrook S	19001183	63090		Natural Gas		\$161.20
	1452	NICOR	87946110001053122	Nicor Harris	19001183	63090		Natural Gas		\$234.10
									Sub-Total	\$395.30

Grounds and Natural Resources												
51	SYNCB/AMAZON	17DH-LGXF-RFPW	Truck uplifters, insulated medical case for epipen	19001183	63110	Shop Supplies	\$21.99					
1323	MENARDS	42599	Menards Grounds Supplies, Hoover Garden Supplies	19001183	63110	Shop Supplies	\$83.89					
						Sub-Total	\$105.88					
						Grounds and Natural Resources	Total					\$4,672.47
3631	MARCELA PEREA	22-00141	Sec Dep Return-Moonseed	19001171	63040	Security Deposit Refund	\$100.00					
3633	KATY WILLIAMS	22-00115	Sec Dep Return for Kingfisher	19001171	63040	Security Deposit Refund	\$100.00					
						Sub-Total	\$200.00					
1452	NICOR	22827083027053122	Nicor Hoover Shop	19001171	63090	Natural Gas	\$53.34					
1452	NICOR	24614203628053122	Nicor Blazing Star	19001171	63090	Natural Gas	\$91.71					
1452	NICOR	28235299733053122	Nicor Moonseed	19001171	63090	Natural Gas	\$75.14					
1452	NICOR	30831034894053122	Nicor Kingfisher	19001171	63090	Natural Gas	\$71.65					
1452	NICOR	50980197128053122	Nicor Meadowhawk Lodge	19001171	63090	Natural Gas	\$65.23					
1452	NICOR	72389374124053122	Nicor Hoover Residence	19001171	63090	Natural Gas	\$53.40					
1452	NICOR	88551401149053122	Nicor Hoover Maintenance	19001171	63090	Natural Gas	\$120.01					
						Sub-Total	\$530.48					

Hoover

2047	COMED	07936730150531 22	ComEd-Hoover Multiple	19001171 63100	Electric	\$912.03
					Sub-Total	\$912.03
51	SYNCB/AMAZON	1YRG-1D9N- 1VDG	Hoover-Shop-Wet Mops	19001171 63110	Shop Supplies	\$26.56
					Sub-Total	\$26.56
236	CENTRAL LIMESTONE CO INC	29049	Hoover Grounds-Gravel	19001171 68580	Grounds and Maintenance	\$572.91
					Sub-Total	\$572.91
				Hoover	Total	\$2,241.98
					Grand Total	\$13,012.36

To: Kendall County Forest Preserve District Board of Commissioners
From: Antoinette White, Grounds and Natural Resources Division Supervisor
RE: District Equipment Auction Recommendations Report
Date: June 7, 2022

District Staff is recommends selling equipment that is at the end of useful life for the District on Govdeals.com. Govdeals.com is a website maintained for public agencies to offer items for sale by auction to the general public.

The District recently replaced the Hoover Cub Cadet (2182) with the new mower purchase from DeKane Equipment of Big Rock, Illinois of a new Cub Cadet (XT2) riding mower. DeKane Equipment would not accept a trade in of the Cub Cadet (2182). The estimate for Cub Cadet (2182) mower repairs is \$1,400.

The 1995 John Deere (series 525) mower is not currently used, and would also not be recommended for repairs due to age and condition.

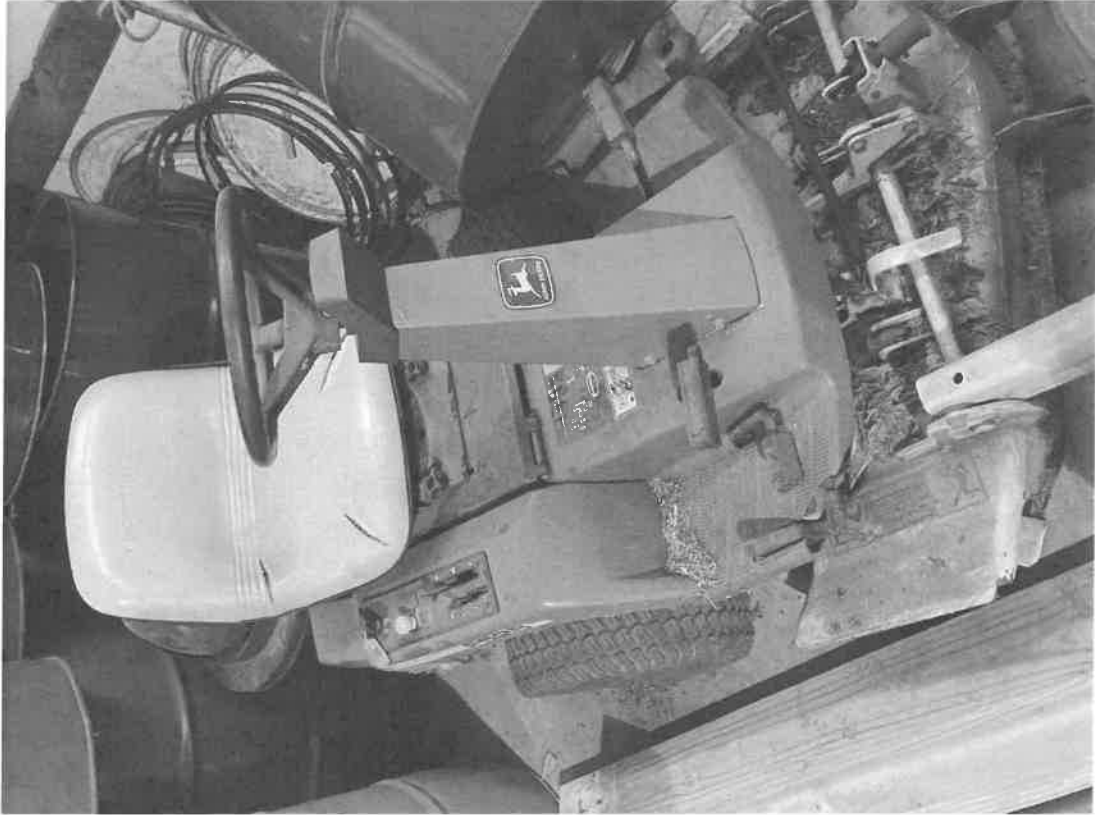
District staff recommends offering the following equipment for sale:

- Mower – Riding (air cooled) 1995 John Deere series 525 Harris Serial# MOF525A140214
- Mower – Riding (radiator) Cub Cadet 2182 60" Deck - USED HooverModel #142743100 / Serial #826222

Recommendation:

Approve Ordinance #22-06-002 authorizing District staff to auction the equipment specified above on Govdeals.com.





ORDINANCE #22-06-002

**Authorizing the Auctioning of District Equipment
(John Deere and Cub Cadet Riding Mowers)
Kendall County Forest Preserve District**

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

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

"(d) Whenever a forest preserve district owns any personal property that, in the opinion of three-fifths of the members of the board of commissioners, is no longer necessary, useful to, or for the best interests of the forest preserve district, then three-fifths of the members of the board, at any regular meeting or any special meeting called for that purpose by an ordinance or resolution that includes a general description of the personal property, may authorize the conveyance or sale of that personal property in any manner that they may designate, with or without advertising the sale."

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

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

WHEREAS, the District intends to auction for public sale on the GovDeals.com online auction platform the following personal property that is no longer useful to the District:

1. John Deere Riding Mower Series 525 (Serial # MOF525A140214), and
2. Cub Cadet 2182 Riding Mower Model # 142743100 (Serial # 826222)

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

1. The recitals set forth above are incorporated herein and made part hereof.
2. The Executive Director of the District, or their designee is authorized to offer for sale to the highest bidder the two riding mowers as described in this Ordinance utilizing the GovDeals.com online auction platform.
3. The Treasurer of the District is authorized and instructed to deposit proceeds from the auction into the District's Capital Fund (Fund 1907).

PASSED AND APPROVED by the President and Board of Commissioners of the Kendall County Forest Preserve District this 7TH day of June, 2022.

APPROVED: _____
President

ATTEST: _____
Secretary

To: Kendall County Forest Preserve District Board of Commissioners

From: David Guritz, Executive Director

RE: Ken Pickerill Estate House Renovation Project
Pre-Construction Project Purchases
Trane U.S. Inc. Roof Top (3T + 4T) HVAC Units

Date: June 7, 2022

The District has completed review of the proposed purchase of 2-HVAC units from Trane U.S. Inc. through the State of Illinois cooperative purchase contract through US Communities.

Kuber Architects and Engineers, Inc. have reviewed the models and warranties for both units in comparison to the bid specifications, and found the replacement units to be acceptable. One of the two units will have a reduced capacity which could extend the time needed to heat and cool the upper level spare bedrooms wing.

Total cost is \$12,878 plus \$2,007 for Trane technician-directed startup costs necessary to retain the product warranties (1-year on all parts and labor + 5-year warranty on the unit compressors).

Recommendation

District staff recommends approval of the Consent Agenda which includes approval of proposal #R1-30-10006-22-001 from Trane U.S. Inc. of Willowbrook, Illinois for the purchase of a 3-Ton, 15KW (Model #4WCY5036*1000), and a 4-Ton, 20KW (Model #4WCY5048*1000) R-410A Heat Pump Rooftop HVAC Units for a total net price of \$12,878 plus \$2,007 for Trane technician-directed start-up costs, for a total cost not to exceed \$14,885.



Proposal

(Valid for 30 days from Proposal date)

**PROPRIETARY AND CONFIDENTIAL PROPERTY OF Trane U.S. Inc.
DISTRIBUTION TO OTHER THAN THE NAMED RECIPIENT IS PROHIBITED**

Prepared For:
Kendall County Forest Preserve District, Kendall
County, Illinois
110 W. Madison Street
Yorkville, IL 60560

Date: May 25, 2022

Proposal Number: R1-30-10006-22-001

State of IL Contract Number: 22-510CPOGS-CPOGS-B-25977

Shipping Address:
Kendall County Highway Department
6780 IL-47
Yorkville, IL 60560

Job Name:
Kendall County Forest Preserve District -
Ken Pickerill Estate House Public Access Project

Delivery Terms:
Freight Allowed and Prepaid - F.O.B. Factory

Payment Terms:
Net 30 Days (Invoiced once shipped)

Trane U.S. Inc. is pleased to provide the following proposal for your review and approval.

Pricing is based on drawings prepared by Kluber, Inc., stamped "Bid Documents" dated January 28, 2022.

Item A: (Qty: 2) Impack Pkgd. Heat Pump Rooftop R-410A (13WC) (RTU-1, 2)

- R-410A convertible heat pump 15 SEER
- 208-230/1/60
- 1-2" Filter frame (Field Installed)
- Hinged Filter Access Door (Field Installed)
- 2 heat/1 coll digital non-programmable (Field Installed)
- Evaporator defrost control (Field Installed)
- Electric heater 208/240/1 (Field Installed)
- Low ambient control kit (Field Installed)
- Lifting lug kit (Field Installed)
- 1st yr Labor warranty whole unit

Not Including: Controls, Start-up, Disconnects, Maintenance Service, Extra belts, sheaves, & motors, Spare filters, Power & control wiring, Owner training, Field testing/Inspection

Total Net Price (Excluding Sales Tax) \$ 12,878.00

Add to provide start-up on above "RTUs"\$ 2,007.00

Tax Status: Taxable <input type="checkbox"/> Exempt <input checked="" type="checkbox"/>	IF EXEMPT PLEASE SUBMIT COMPLETED TAX EXEMPTION CERTIFICATE WITH YOUR SIGNED PROPOSAL OR WITH YOUR PURCHASING DOCUMENTS, KEEP YOUR ORIGINAL ON FILE IN THE OFFICE. YOU WILL BE CHARGED TAX IF A VALID EXEMPTION CERTIFICATE IS NOT ON FILE BEFORE EQUIPMENT, PARTS OR SERVICES ARE PROVIDED. SEE WWW.TAXSITES.COM/STATE-LINKS.HTML FOR TAX FORMS.
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Sincerely,

Mo Alikhan,
Trane U.S. Inc.
 7100 South Madison
 Willowbrook, IL 60527
 Office Phone: (630) 734-3200
 Fax: (630) 323-9040
 mma

This proposal is subject to your acceptance of the attached Trane terms and conditions.

COVID-19 NATIONAL EMERGENCY CLAUSE

The parties agree that they are entering into this Agreement while the nation is in the midst of a national emergency due to the Covid-19 pandemic ("Covid-19 Pandemic"). With the continued existence of Covid-19 Pandemic and the evolving guidelines and executive orders, it is difficult to determine the impact of the Covid-19 Pandemic on Trane’s performance under this Agreement. Consequently, the parties agree as follows:

1. Each party shall use commercially reasonable efforts to perform its obligations under the Agreement and to meet the schedule and completion dates, subject to provisions below;
2. Each party will abide by any federal, state (U.S.), provincial (Canada) or local orders, directives, or advisories regarding the Covid-19 Pandemic with respect to its performance of its obligations under this Agreement and each shall have the sole discretion in determining the appropriate and responsible actions such party shall undertake to so abide or to safeguard its employees, subcontractors, agents and suppliers;
3. Each party shall use commercially reasonable efforts to keep the other party informed of pertinent updates or developments regarding its obligations as the Covid-19 Pandemic situation evolves; and
4. If Trane’s performance is delayed or suspended as a result of the Covid-19 Pandemic, Trane shall be entitled to an equitable adjustment to the project schedule and/or the contract price.

CUSTOMER ACCEPTANCE	TRANE ACCEPTANCE
<p>_____</p> <p>Kendall County Forest Preserve District</p>	<p>Trane U.S. Inc.</p>
<p>_____</p> <p>Judy Gilmour, President</p>	<p>_____</p> <p>Authorized Representative</p>
<p>_____</p> <p>David Guritz</p>	<p>Evan Kattan</p> <p>_____</p> <p>Printed Name</p>
<p>_____</p> <p>Executive Director</p>	<p>_____</p> <p>Title</p>
<p>Purchase Order _____</p>	<p>_____</p>
<p>Acceptance Date <u>May 26, 2022</u></p>	<p>Signature Date _____</p>

TERMS AND CONDITIONS - COMMERCIAL EQUIPMENT

"Company" shall mean Trane U.S. Inc..

- 1. Acceptance.** These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the sale of the described commercial equipment and any ancillary services (the "Equipment"). **COMPANY'S TERMS AND CONDITIONS AND EQUIPMENT PRICES ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. Prices in the Proposal are subject to change at any time upon notice to Customer. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to provide Equipment in accordance with the Proposal and the Company's terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counteroffer will be deemed accepted. Notwithstanding anything to the contrary herein, Customer's acceptance of the Equipment will in any event constitute an acceptance by Customer of Company's terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability.
- 2. Connected Services.** In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.
- 3. Title and Risk of Loss.** All Equipment sales with destinations to Canada or the U.S. shall be made as follows: FOB Company's U.S. manufacturing facility or warehouse (full freight allowed). Title and risk of loss or damage to Equipment will pass to Customer upon tender of delivery of such to carrier at Company's U.S. manufacturing facility or warehouse.
- 4. Pricing and Taxes.** Within thirty (30) days following Customer acceptance of the Proposal without addition of any other terms and conditions of sale or any modification, Customer shall provide notification of release for immediate production at Company's factory. Prices for Equipment are subject to change at any time prior to shipment to reflect any cost increases related to the manufacture, supply, and shipping of Equipment. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities, freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company's control. If shipment is delayed due to Customer's actions, Company may also charge Customer with storage fees. If a release is not received within 6 months following order acceptance, Company reserves the right to cancel any order. Company shall be entitled to equitable adjustments in the contract price to reflect any cost increases as set forth above and will provide notice to Customer prior to the date for which the increased price is to be in effect for the applicable customer contract. In no event will prices be decreased. The price of Equipment does not include any present or future foreign, federal, state, or local property, license, privilege, sales, use, excise, value added, gross receipts or other like taxes or assessments. Such amounts will be itemized separately to Customer, who will make prompt payment to Company. Company will accept valid exemption documentation for such taxes and assessments from Customer, if applicable. All prices include packaging in accordance with Company's standard procedures. Charges for special packaging, crating or packing are the responsibility of Customer.
- 5. Delivery and Delays.** Delivery dates are approximate and not guaranteed. Company will use commercially reasonable efforts to deliver the Equipment on or before the estimated delivery date, will notify Customer if the estimated delivery dates cannot be honored, and will deliver the Equipment and services as soon as practicable thereafter. In no event will Company be liable for any damages or expenses caused by delays in delivery.
- 6. Performance.** Company shall be obligated to furnish only the Equipment described in the Proposal and in submittal data (if such data is issued in connection with the order). Company may rely on the acceptance of the Proposal and submittal data as acceptance of the suitability of the Equipment for the particular project or location. Unless specifically stated in the Proposal, compliance with any local building codes or other laws or regulations relating to specifications or the location, use or operation of the Equipment is the sole responsibility of Customer. If Equipment is tendered that does not fully comply with the provisions of this Agreement and Equipment is rejected by Customer, Company will have the right to cure within a reasonable time after notice thereof by substituting a conforming tender whether or not the time for performance has passed.
- 7. Force Majeure.** Company's duty to perform under this Agreement and the Equipment prices are contingent upon the non-occurrence of an Event of Force Majeure. If the Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days' notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid); and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.
- 8. Limited Warranty.** Company warrants the Equipment manufactured by Company for a period of the lesser of 12 months from initial start-up or 18 months from date of shipment, whichever is less, against failure due to defects in material and manufacture and that it has the capacities and ratings set forth in Company's catalogs and bulletins ("Warranty"). **Equipment manufactured by Company that includes required start-up and sold in North America will not be warranted by Company unless Company performs the Equipment startup.** Exclusions from this Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; modifications made by others to the Equipment; repairs or alterations by a party other than Company that adversely affects the stability or reliability of the Equipment; vandalism; neglect; accident; adverse weather or environmental conditions; abuse or improper use; improper installation; commissioning by a party other than Company; unusual physical or electrical or mechanical stress; operation with any accessory, equipment or part not specifically approved by Company; refrigerant not supplied by Company; and/or lack of proper maintenance as recommended by Company. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Company's obligations and liabilities under this Warranty are limited to furnishing replacement equipment or parts, at its option, FCA (Incoterms 2000) factory or warehouse (f.o.b. factory or warehouse for US domestic purposes) at Company-designated shipping point, freight-allowed to Company's warranty agent's stock location, for all non-conforming Company-manufactured Equipment (which have been returned by Customer to Company). Returns must have prior written approval by Company and are subject to restocking charge where applicable. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS)**

(COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO. No warranty liability whatsoever shall attach to Company until Customer's complete order has been paid for in full and Company's liability under this Warranty shall be limited to the purchase price of the Equipment shown to be defective. Additional warranty protection is available on an extra-cost basis and must be in writing and agreed to by an authorized signatory of the Company. EXCEPT FOR COMPANY'S WARRANTY EXPRESSLY SET FORTH HEREIN, COMPANY DOES NOT MAKE, AND HEREBY EXPRESSLY DISCLAIMS, ANY WARRANTIES, EXPRESS OR IMPLIED CONCERNING ITS PRODUCTS, EQUIPMENT OR SERVICES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF DESIGN, MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, OR OTHERS THAT ARE ALLEGED TO ARISE FROM COURSE OF DEALING OR TRADE.

9. Indemnity. To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

10. Insurance. Upon request, Company will furnish evidence of its standard insurance coverage. If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive any rights of subrogation.

11. Customer Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement, require payment prior to shipping, or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to the Company for all Equipment furnished and all damages sustained by Company (including lost profit and overhead).

12. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, PUNITIVE, EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS), OR CONTAMINANTS LIABILITIES, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY. In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.

13. CONTAMINANTS LIABILITY

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION, OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH), DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION, MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANTS LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.

14. Nuclear Liability. In the event that the Equipment sold hereunder is to be used in a nuclear facility, Customer will, prior to such use, arrange for insurance or governmental indemnity protecting Company against all liability and hereby releases and agrees to indemnify Company and its suppliers for any nuclear damage, including loss of use, in any manner arising out of a nuclear incident, whether alleged to be due, in whole or in part to the negligence or otherwise of Company or its suppliers.

15. Intellectual Property; Patent Indemnity. Company retains all ownership, license and other rights to all patents, trademarks, copyrights, trade secrets and other intellectual property rights related to the Equipment, and, except for the right to use the Equipment sold, Customer obtains no rights to use any such intellectual property. Company agrees to defend any suit or proceeding brought against Customer so far as such suit or proceeding is solely based upon a claim that the use of the Equipment provided by Company constitutes infringement of any patent of the United States of America, provided Company is promptly notified in writing and given authority, information and assistance for defense of same. Company will, at its option, procure for Customer the right to continue to use said Equipment, or modify it so that it becomes non-infringing, or replace same with non-infringing Equipment, or to remove said Equipment and to refund the purchase price. The foregoing will not be construed to include any Agreement by Company to accept any liability whatsoever in respect to patents for inventions including more than the Equipment furnished hereunder, or in respect of patents for methods and processes to be carried out with the aid of said Equipment. The provision of Equipment by Company does not convey any license, by implication, estoppel, or otherwise, under patent claims covering combinations of said Equipment with other devices or elements. The foregoing states the entire liability of Company with regard to patent infringement. Notwithstanding the provisions of this paragraph, Customer will hold Company harmless against any expense or loss resulting from infringement of patents or trademarks arising from compliance with Customer's designs or specifications or instructions.

16. Cancellation. Equipment is specially manufactured in response to orders. An order placed with and accepted by Company cannot be delayed, canceled, suspended, or extended except with Company's written consent and upon written terms accepted by Company that will reimburse Company for and indemnify Company against loss and provide Company with a reasonable profit for its materials, time, labor, services, use of facilities and otherwise. Customer will be obligated to accept any Equipment shipped, tendered for delivery or delivered by Company pursuant to the order prior to any agreed delay, cancellation, suspension or extension of the order. Any attempt by Customer to unilaterally revoke, delay or suspend acceptance for any reason whatever after it has agreed to delivery of or accepted any shipment shall constitute a breach of this Agreement. For purposes of this paragraph, acceptance occurs by any waiver of inspection, use or possession of Equipment, payment of the invoice, or any indication of exclusive control exercised by Customer.

17. Invoicing and Payment. Unless otherwise agreed to in writing by Company, equipment shall be invoiced to Customer upon tender of delivery thereof to the carrier. Customer shall pay Company's invoices within net 30 days of shipment date. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Company may at any time decline to ship, make delivery or perform work except upon receipt of cash payment, letter of credit, or security, or upon other terms

and conditions satisfactory to Company. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all Equipment to secure payment in full of all amounts due Company and its order for the Equipment, together with these terms and conditions, form a security agreement (as defined by the UCC in the United States and as defined in the Personal Property Security Act in Canada). Customer shall keep the Equipment free of all taxes and encumbrances, shall not remove the Equipment from its original installation point and shall not assign or transfer any interest in the Equipment until all payments due Company have been made. The purchase money security interest granted herein attaches upon Company's acceptance of Customer's order and on receipt of the Equipment described in the accepted Proposal but prior to its installation. The parties have no agreement to postpone the time for attachment unless specifically noted in writing on the accepted order. Customer will have no rights of set off against any amounts, which become payable to Company under this Agreement or otherwise.

18. Claims. Company will consider claims for concealed shortages in shipments or rejections due to failure to conform to an order only if such claims or rejections are made in writing within 15 days of delivery and are accompanied by the packing list and, if applicable, the reasons in detail why the Equipment does not conform to Customer's order. Upon receiving authorization and shipping instructions from authorized personnel of Company, Customer may return rejected Equipment, transportation charges prepaid, for replacement. Company may charge Customer any costs resulting from the testing, handling, and disposition of any Equipment returned by Customer which are not found by Company to be nonconforming. All Equipment damaged during shipment and all claims relating thereto must be made with the freight carrier in accordance with such carrier's policies and procedures. Claims for Equipment damaged during shipment are not covered under the warranty provision stated herein.

19. Export Laws. The obligation of Company to supply Equipment under this Agreement is subject to the ability of Company to supply such items consistent with applicable laws and regulations of the United States and other governments. Company reserves the right to refuse to enter into or perform any order, and to cancel any order, under this Agreement if Company in its sole discretion determines that performance of the transaction to which such order relates would violate any such applicable law or regulation. Customer will pay all handling and other similar costs from Company's factories including the costs of freight, insurance, export clearances, import duties and taxes. Customer will be "exporter of record" with respect to any export from the United States of America and will perform all compliance and logistics functions in connection therewith and will also comply with all applicable laws, rules and regulations. Customer understands that Company and/or the Equipment are subject to laws and regulations of the United States of America which may require licensing or authorization for and/or prohibit export, re-export or diversion of Company's Equipment to certain countries, and agrees it will not knowingly assist or participate in any such diversion or other violation of applicable United States of America laws and regulations. Customer agrees to hold harmless and indemnify Company for any damages resulting to Customer or Company from a breach of this paragraph by Customer.

20. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state of New York for Equipment shipped to a U.S. location and the laws of the province to which Equipment is shipped within Canada, without regard to its conflict of law principles that might otherwise call for the application of a different state's or province's law, and not including the United Nations Convention on Contracts for the International Sale of Goods. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the Equipment is being used at a site owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

21. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

22. U.S. Government Work.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that Equipment ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1).

The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the sale of the Equipment is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than this Agreement.

23. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to

provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.130-4 (1221b)
Supersedes 1-26.130-4(1221)



Submittal

Prepared For:

Kendall County Forest Preserve District, Kendall
County, Illinois
110 W. Madison Street
Yorkville, IL 60560

Date: May 25, 2022

Job Name:

Kendall County Forest Preserve District – Ken Pickerill Estate
House

Trane U.S. Inc. is pleased to provide the following submittal for your review and approval.

Product Summary

Qty Product

2 1.5-5 Ton Pkgd. Heat Pump Rooftop R-410A (13WC)

Mo Alikhan
Trane U.S. Inc.
7100 South Madison
Willowbrook, IL 60527
Office Phone: (630) 734-3200

The attached information describes the equipment we propose to furnish for this project, and is submitted for your approval.

Product performance and submittal data is valid for a period of 6 months from the date of submittal generation. If six months or more has elapsed between submittal generation and equipment release, the product performance and submittal data will need to be verified. It is the customer's responsibility to obtain such verification.

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 1.5-5 Ton Pkgd. Heat Pump Rooftop R-410A13

Tag Data - 1.5-5 Ton Pkgd. Heat Pump Rooftop R-410A (13WC) (Qty: 2)

Item	Tag(s)	Qty	Description	Model Number
A1	RTU-1	1	1.5-5 Ton Pkgd. Heat Pump Rooftop R-410A	4WCY5036*1000
A2	RTU-2	1	1.5-5 Ton Pkgd. Heat Pump Rooftop R-410A	4WCY5048*1000

Product Data - 1.5-5 Ton Pkgd. Heat Pump Rooftop R-410A (13WC)

All Units

- R-410A convertible heat pump 15 SEER
- 208-230/1/60
- 1-2" Filter frame (Field Installed)
- Hinged Filter Access Door (Field Installed)
- 2 heat/1 coll digital non-programmable (Field Installed)
- Evaporator defrost control (Field Installed)
- Low ambient control kit (Field Installed)
- Lifting lug kit (Field Installed)
- 1st yr Labor warranty whole unit

Item: A1 Qty: 1 Tag(s): RTU-1
 3 Tons, 14 /16 SEER
 11.27/15.0kw 208/240/1 (Field Installed)

Item: A2 Qty: 1 Tag(s): RTU-2
 4Tons, 14 /16 SEER
 15.0/20.0kw 208/240/1 (Field Installed)

Mechanical Specifications - 1.5-5 Ton Pkgd. Heat Pump Rooftop R-410A
Item: A1, A2 Qty: 2 Tag(s): RTU-1, RTU-2**Standard Indoor Thermostats**

Two stage heating/cooling or one stage heating/cooling thermostats shall be available in either manual or automatic changeover.

Electric Heaters

Each heater assembly shall include power supply fusing if over 48 amps, automatic resetting limit switches and heat limiter for thermal protection. Heaters shall be provided with polarized plugs for quick connection to unit low voltage wiring. Electric heat modules shall be UL listed.

4WCY5 - General

The units shall be horizontal airflow as shipped and convertible to downflow. All units shall be factory assembled, piped, internally wired and fully charged with refrigerant. Units shall be certified to UL Standard 1995. All units shall be factory run tested to check cooling operation, fan and blower rotation and control or TXV sequence. Units shall be designed to operate at ambient temperatures between 115.0 F and 55.0 F in cooling as manufactured. Cooling performance shall be rated in accordance with AHRI standards.

4WCY5 - Unit Casing

All components shall be mounted in a weather-resistant steel cabinet with an enamel finish. Access panels shall be provided for unit controls and indoor coil and fans. Indoor air section compartment shall be completely insulated with fireproof, permanent, odorless fiber material. Knockouts shall be provided for utility and control connections. Drain connections shall be provided to accommodate indoor water runoff.

4WCY5 - Compressor

The compressor shall be hermetically sealed, high efficiency scroll compressors. Internal overcurrent and over temperature protection, internal pressure relief shall be standard. Other features include centrifugal oil pump, low vibration and noise.

4WCY5 - Refrigeration System

All units shall have refrigerant control. Service pressure tap ports and a refrigerant line filter shall be standard.

4WCY5 - Evaporator Coil

Internally enhanced 3/8" OD seamless copper tubing mechanically bonded to aluminum fins, factory pressure and leak tested at 480 - 650 psig. All units have TXV to control refrigerant flow.

4WCY5 - Condenser Coil

The Spine Fin TM condenser coil shall be continuously wrapped, corrosion resistant all aluminum with minimum brazed joints. This coil is 3/8" OD seamless aluminum tubing glued to a continuous aluminum fin. Coils are lab tested to withstand 2000.0 lb of pressure per square inch. The outdoor coil provides low airflow resistance and efficient heat transfer. The coil is protected on all four sides by louvered panels.

4WCY5 - Indoor Air Fan

Constant Torque, forward-curved, centrifugal wheel in a Composite Vortica ® Blower housing. Motor shall have thermal overload protection and permanently lubricated motor bearings. Motor/blower assembly isolated from unit with rubber mounts.

4WCY5 - Outdoor Fan

One direct-drive, statically and dynamically balanced propeller fan shall be used in a draw-through vertical discharge configuration. Permanently lubricated weather proof motor shall have built-in thermal overload protection.

4WCY5 - System Controls

System controls include condenser fan, evaporator fan and compressor contactors. Accessories Roof

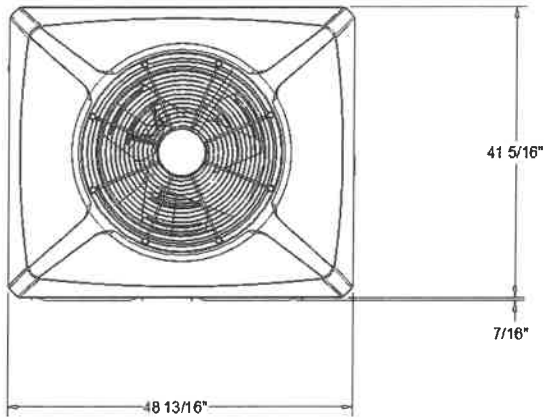
4WCY5 - Electric Heaters

Each heater assembly shall include power supply fusing if over 48 amps, automatic resetting limit switches and heat limiters for thermal protection. Heaters shall be provided with polarized plugs for quick connection to unit low voltage wiring. Electric heat modules shall be UL listed.

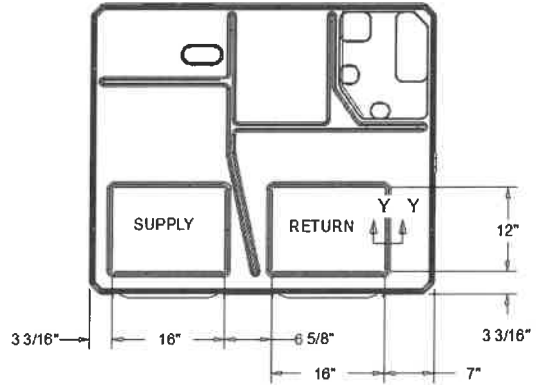
4WCY5 - Single Source Power Entry

This accessory when used with electric heat accessory shall allow single source power connection to unit and heater combination. Single source power entry kits shall have specific matching heater(s). Kit shall include high voltage terminal blocks, fuse blocks and fuses, cut-to-length interconnecting wiring, and junction box (if required) to provide power sources with fuse protection as required for both the unit and accessory heater. Kit components shall install within the heater cabinet in the heater access section. Single source branch power circuit shall be protected and wired in accordance with local codes.

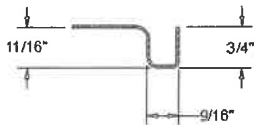
Dimensional Drawings - 1.5-5 Ton Pkgd. Heat Pump Rooftop R-410A
Item: A1 Qty: 1 Tag(s): RTU-1



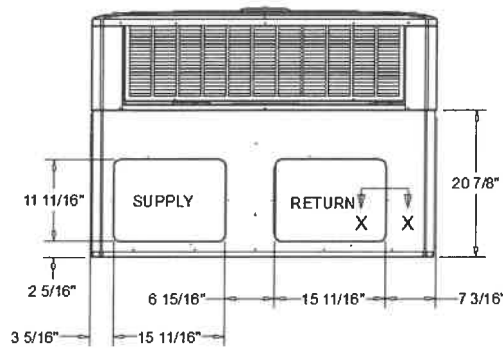
UNIT - TOP VIEW



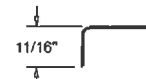
UNIT - BOTTOM PENETRATION VIEW



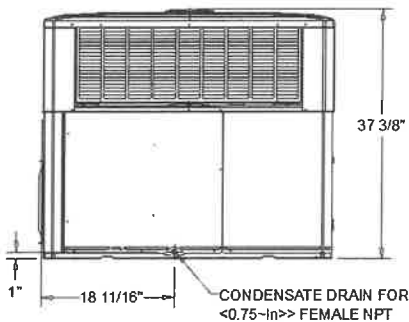
SECTION Y-Y
 TYPICAL (8) SIDES OF
 DOWNFLOW DUCT OPENINGS



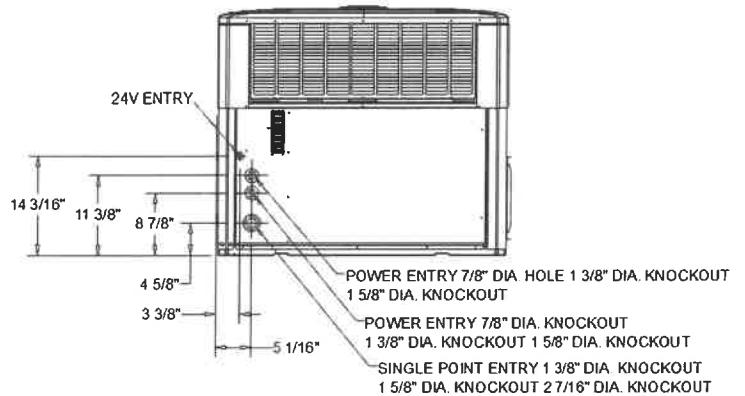
UNIT - BACK AND PENETRATION VIEW



SECTION X-X
 TYPICAL (8) SIDES OF
 SIDEFLOW DUCT OPENINGS



UNIT - LEFT SIDE VIEW



UNIT - RIGHT SIDE VIEW

Dimensional Drawings - 1.5-5 Ton Pkgd. Heat Pump Rooftop R-410A
Item: A1 Qty: 1 Tag(s): RTU-1

ELECTRICAL / GENERAL DATA

POWER CONNECTION Model: 4WCY5036A1 Voltage Range: 208-230/1/60 Min. Circuit Ampacity: 24.7 Max. Circuit Breaker: 40.0 Prof. Rtg. Recmd: 40.0 EER/SEER - Noise Rating # : 12.00/15.00 69.4		COMPRESSOR Number: 1 Phase: 1 Rated Load Amps: 15.4 Locked Rotor Amps: 84.0	
OUTDOOR MOTOR Number: 1 Horsepower: 0.20 Phase: 1 Full Load Amps: 1.1 Locked Rotor Amps: 2.0	INDOOR MOTOR Number: 1 Horsepower: 0.5 Motor Speed (RPM): VARIABLE Phase: 1 Full Load Amps: 4.3 Locked Rotor Amps:	REFRIGERANT Type: R-410A Factory Charge Circuit #1: 7.2 lb	
HEATER Model: BAYHTRV115 Voltage: 208/240 Phase: 1 Heater Capacity (Kw): 11.27/15.0 Heater (Btu): 38,500/51,200 # of Stages: 2 Stage # 1: 7.5/10.0 Stage # 2: 3.75/5.0 MCA: 68.0/78.0 MBS: 70.0/80.0		SINGLE CIRCUIT POWER AMPACITY AND OVER CURRENT PROTECTION Single Power Entry Kit Minimum Circuit Ampacity Maximum Over-Current Device 1. Single Circuit Power fuses are supplied if required for unit and / or heater. 2. Wiring requirements if unit and electric heaters are operated from a single circuit using a single power entry kit.	

NOTES:

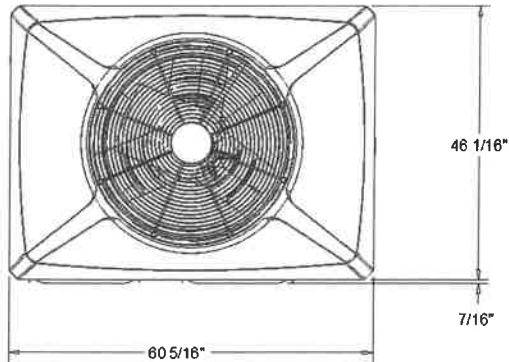
UNIT ONLY

1. Rated in accordance with A.H.R.I. Standard 210/240.
2. Rated in accordance with D.O.E. test procedure.
3. Rated in accordance with A.H.R.I. Standard 270.

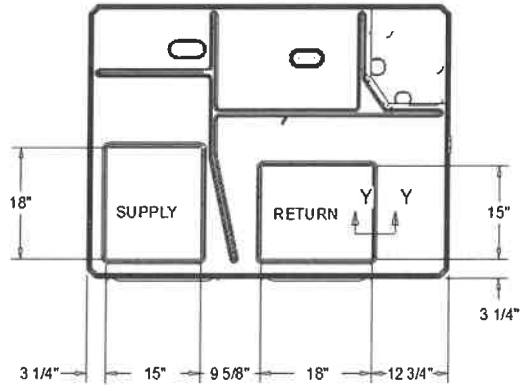
ELECTRIC HEATER ACCESSORY ONLY

4. Any power supply and circuits must be wired and protected in accordance with local electrical codes.
5. The MCA values listed are for electric heater only.
6. The MCA values listed are for electric heater only.
7. Field wire must be rated at least 75 C.
8. The HACR circuit breaker is for U.S.A. installations only.
9. For Canada installations reference only.

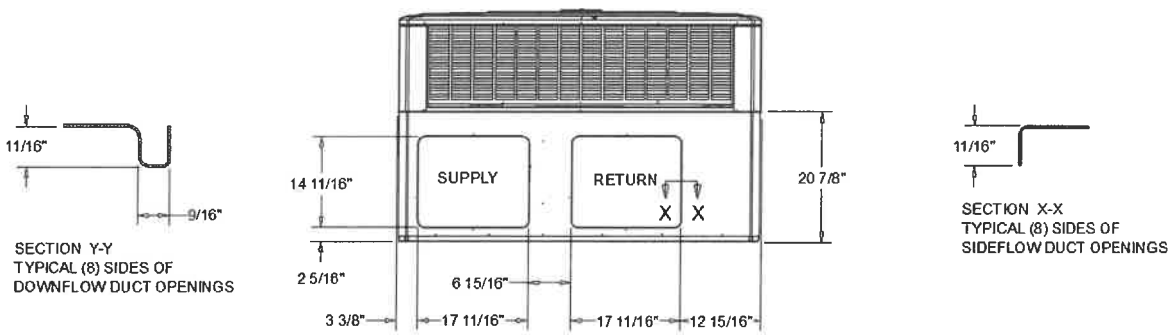
Dimensional Drawings - 1.5-5 Ton Pkgd. Heat Pump Rooftop R-410A
Item: A2 Qty: 1 Tag(s): RTU-2



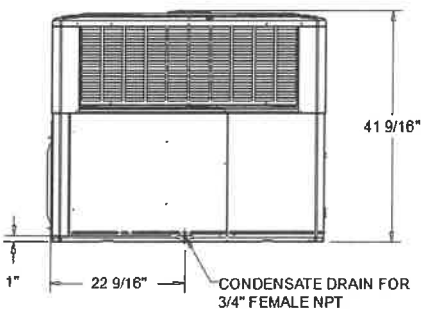
UNIT - TOP VIEW



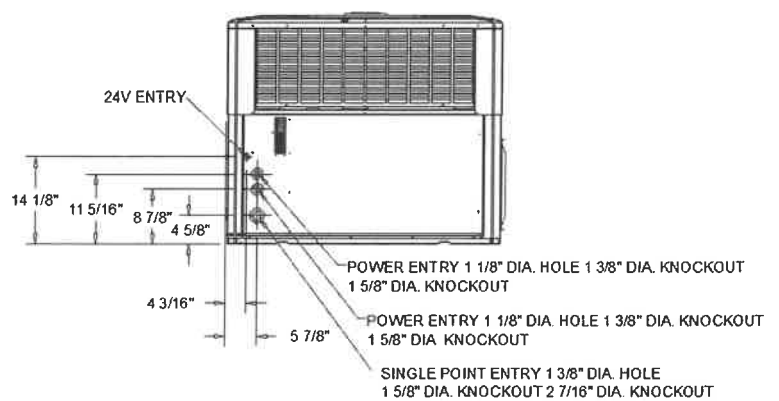
UNIT - BOTTOM PENETRATION VIEW



UNIT - BACK AND PENETRATION VIEW



UNIT - LEFT SIDE VIEW



UNIT - RIGHT SIDE VIEW

Dimensional Drawings - 1.5-5 Ton Pkgd. Heat Pump Rooftop R-410A
Item: A2 Qty: 1 Tag(s): RTU-2

ELECTRICAL / GENERAL DATA

POWER CONNECTION Model: Voltage Range: Min. Circuit Ampacity: Max. Circuit Breaker: Prot. Rtg. Recmd: EER/SEER Noise Rating # :		COMPRESSOR Number: 1 Phase: 1 Rated Load Amps: 21.2 Locked Rotor Amps: 104.0	
OUTDOOR MOTOR Number: 1 Horsepower: 0.16 Phase: 1 Full Load Amps: 0.9 Locked Rotor Amps: 1.65	INDOOR MOTOR Number: 1 Horsepower: 0.75 Motor Speed (RPM): VARIABLE Phase: 1 Full Load Amps: 6.8 Locked Rotor Amps:	REFRIGERANT Type: R-410A Factory Charge Circuit #1: 9.6 lb	
HEATER Model: BAYHTRV120 Voltage: 208/240 Phase: 1 Heater Capacity (Kw): 15.0/20.0 Heater (Btu): 51200/68300 # of Stages: 2 Stage # 1: 7.5/10.0 Stage # 2: 7.5/10.0 MCA: 90.0/104.0 MBS: 90.0/110.0		SINGLE CIRCUIT POWER AMPACITY AND OVER CURRENT PROTECTION Single Power Entry Kit Minimum Circuit Ampacity Maximum Over-Current Device 1. Single Circuit Power fuses are supplied if required for unit and /or heater. 2. Wiring requirements if unit and electric heaters are operated from a single circuit using a single power entry kit.	

NOTES:

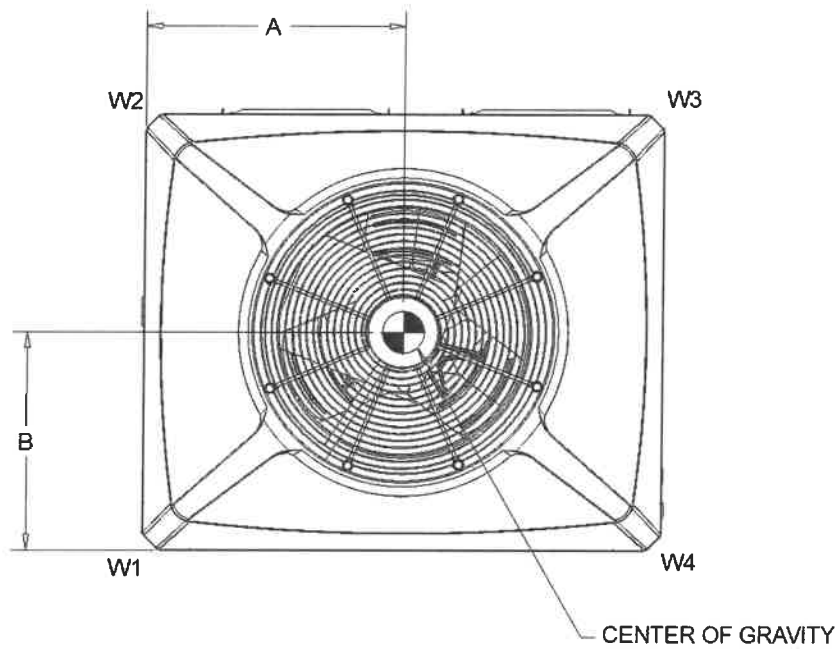
UNIT ONLY

1. Rated in accordance with A.H.R.I. Standard 210/240.
2. Rated in accordance with D.O.E. test procedure.
3. Rated in accordance with A.H.R.I. Standard 270.

ELECTRIC HEATER ACCESSORY ONLY

4. Any power supply and circuits must be wired and protected in accordance with local electrical codes.
5. The MCA values listed are for electric heater only.
6. The MCA values listed are for electric heater only.
7. Field wire must be rated at least 75 C.
8. The HACR circuit breaker is for U.S.A. installations only.
9. For Canada installations reference only.

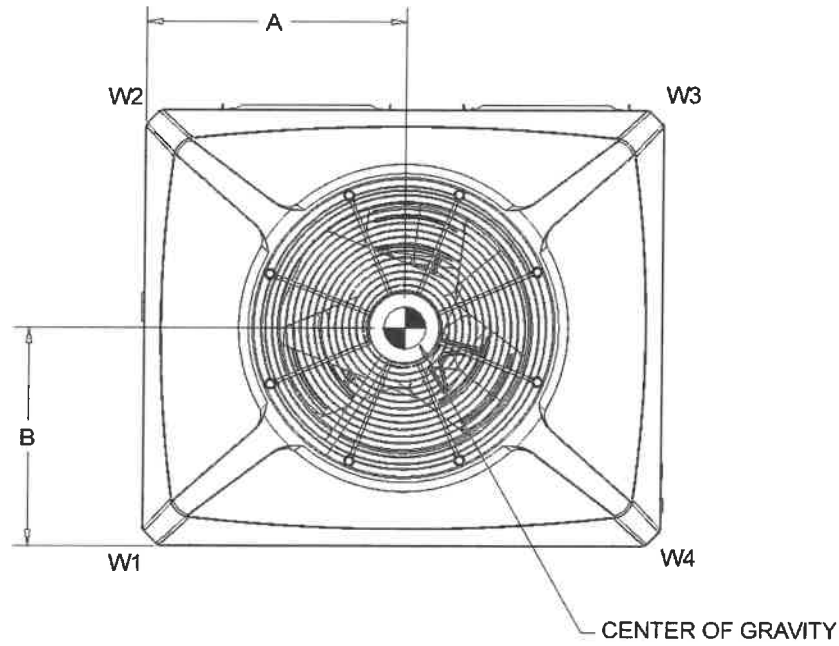
Weight, Clearance & Rigging - 1.5-5 Ton Pkgd. Heat Pump Rooftop R-410A
Item: A1 Qty: 1 Tag(s): RTU-1



UNIT WEIGHT		CORNER WEIGHT				CENTER OF GRAVITY	
SHIPPING	NET	W1	W2	W3	W4	A	B
468.0 lb	372.0 lb	134.0 lb	84.0 lb	80.0 lb	94.0 lb	15 13/16"	20"
CLEARANCE TO COMBUSTIBLE MATERIAL		RECOMMENDED SERVICE CLEARANCE					
BOTTOM	0	UNIT		WITH O.A. DAMPER/ECON.	WITH 2 POS. DAMPER		
BACK SIDE	1"	BACK SIDE	12"		30"		
LEFT SIDE	6"	LEFT SIDE	36"	42"			
RIGHT SIDE	6"	RIGHT SIDE	24"				
FRONT SIDE	12"	FRONT SIDE	42"				
TOP	36"						

LIFTING LUG KITS
 FOUR REUSABLE LUGS IN EACH KIT ALLOW UNITS TO BE EASILY LIFTED TO ROOFTOP INSTALLATIONS.
 THESE LUGS SNAP (NO SCREWS REQUIRED) INTO SLOTS IN THE UNIT DRIP LIP CHANNEL.

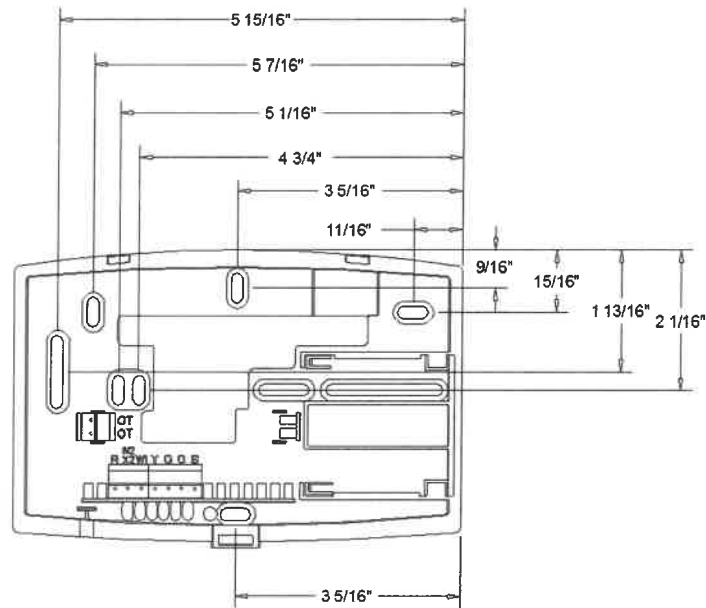
Weight, Clearance & Rigging - 1.5-5 Ton Pkgd. Heat Pump Rooftop R-410A
Item: A2 Qty: 1 Tag(s): RTU-2



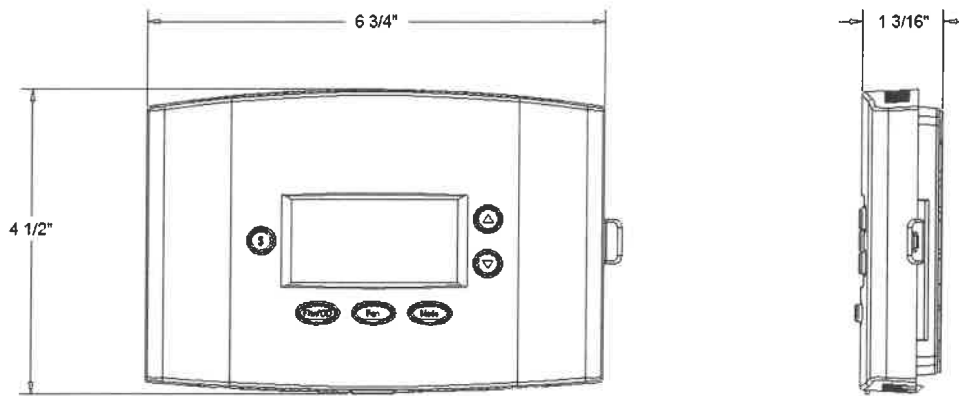
UNIT WEIGHT		CORNER WEIGHT				CENTER OF GRAVITY	
SHIPPING	NET	W1	W2	W3	W4	A	B
623.0 lb	495.0 lb	152.0 lb	90.0 lb	68.0 lb	115.0 lb	16 5/16"	25"
CLEARANCE TO COMBUSTIBLE MATERIAL		RECOMMENDED SERVICE CLEARANCE					
BOTTOM	0	UNIT		WITH O. A. DAMPER/ECON.	WITH 2 POS. DAMPER		
BACK SIDE	1"	BACK SIDE	12"		30"		
LEFT SIDE	6"	LEFT SIDE	36"	42"			
RIGHT SIDE	6"	RIGHT SIDE	24"				
FRONT SIDE	12"	FRONT SIDE	42"				
TOP	36"						

LIFTING LUG KITS
 FOUR REUSABLE LUGS IN EACH KIT ALLOW UNITS TO BE EASILY LIFTED TO ROOFTOP INSTALLATIONS.
 THESE LUGS SNAP (NO SCREWS REQUIRED) INTO SLOTS IN THE UNIT DRIP LIP CHANNEL.

Accessory - 1.5-5 Ton Pkgd. Heat Pump Rooftop R-410A
Item: A1, A2 Qty: 2 Tag(s): RTU-1, RTU-2



FRONT VIEW OF SUB BASE
(TERMINAL BLOCK AND DRAWER NOT SHOWN)



FRONT VIEW

THERMOSTAT - TCONT401A

Field Installed Options - Part/Order Number Summary

This is a report to help you locate field installed options that arrive at the jobsite. This report provides part or order numbers for each field installed option, and references it to a specific product tag. It is NOT intended as a bill of material for the job.

Product Family - 1.5-5 Ton Pkgd. Heat Pump Rooftop R-410A

Item	Tag(s)	Qty	Description	Model Number
A1	RTU-1	1	1.5-5 Ton Pkgd. Heat Pump Rooftop R-410A	4WCY5036*1000

Field Installed Option Description	Part/Ordering Number
11.27/15.0kw 208/240/1	BAYHTRV115F
1-2" Filter frame	BAYFLTR101C
Hinged Filter Access Door	BAYACCDOR1A
2 heat/1 coll digital non-programmable	TCONT401AN21MA
Evaporator defrost control	BAYLOAM011A
Low ambient control kit	BAYLOAM105A
Lifting lug kit	BAYLIFT002B

Item	Tag(s)	Qty	Description	Model Number
A2	RTU-2	1	1.5-5 Ton Pkgd. Heat Pump Rooftop R-410A	4WCY5048*1000

Field Installed Option Description	Part/Ordering Number
15.0/20.0kw 208/240/1	BAYHTRV120F
1-2" Filter frame	BAYFLTR201C
Hinged Filter Access Door	BAYACCDOR2A
2 heat/1 coll digital non-programmable	TCONT401AN21MA
Evaporator defrost control	BAYLOAM011A
Low ambient control kit	BAYLOAM105A
Lifting lug kit	BAYLIFT002B

To: Kendall County Forest Preserve District Board of Commissioners

From: David Guritz, Executive Director

RE: O'Malley Welding and Fabrication Proposal
Maramech Forest Preserve Entry Gates Replacement

Date: June 7, 2022

A police report documented damages to the entry gate and sign caused by vehicular collision at Maramech Forest Preserve on 12/08/2021.

A property damage claim was filed with IPMG totaling \$10,836.81 representing the costs for replacement of the damaged gates and entry sign.

The District received an initial check from IPMG in the amount of \$5,836.81. The District anticipates recovering a good portion of the remaining \$5,000 deductible from the vehicle owner's insurance carrier.

Total cost is \$10,550 for the fabrication and installation of the replacement gates.

Recommendation

District staff recommends approval of the Consent Agenda which includes approval of a proposal from O'Malley Welding and Fabricating, Inc. for the purchase and installation of entry gates for Maramech Forest Preserve in the amount of \$10,550.

O'Malley Welding and Fabricating, Inc.

1209 Badger St
 Yorkville IL 60560
 630-553-1604

QUOTE

DATE	QUOTE NO.
3/14/2022	1210

NAME / ADDRESS
Kendall County Forest Preserve 110 W Madison ST Yorkville, IL 60560

Ship To

P.O. NO.	TERMS
	Net 30

DESCRIPTION	QTY	COST	TOTAL
Maramech Entry Gate: Field measure and verify, provide shop drawings for approval, fabricate, and install Minooka style gate. Provide sandblasting, 2- coat powder coat. Outside sourced labor: Provide 24" x 4' concrete footing		8,150.00	8,150.00
		2,400.00	2,400.00

Sales Tax (8.25%)	\$0.00
TOTAL	\$10,550.00

Fax #
630-553-1605



To: Kendall County Forest Preserve District Board of Commissioners
 From: Antoinette White, Grounds and Natural Resources Division Supervisor
 RE: Grounds Maintenance Full Time Salaries – Market / Inflation Adjustments
 Date: June 7, 2022

District staff recommends approval of an 8% increase for all full-time Grounds Maintenance Workers effective June 18, 2022.

The total FY22 cumulative budget impact from increased salaries and benefits is \$3,899.81 for the remaining 11 pay periods for three full time staff members:

KCFPD Staff Member	Current Salary	8% Increase	Adjusted Salary	Per Pay Period Increase	FY22 Cost Impact (11 Pay Periods)	IMRF 6.97%	FICA 7.65%
Jared Anderson	\$33,904.00	\$2,712.32	\$36,616.32	\$104.32	\$1,147.52	\$79.98	\$87.79
Brandon Beerup	\$33,110.00	\$2,648.80	\$35,758.80	\$101.88	\$1,120.65	\$78.11	\$85.73
Doug Neill	\$33,510.88	\$2,680.87	\$36,191.75	\$103.11	\$1,134.21	\$79.05	\$86.77
					\$3,402.38	\$237.15	\$260.28
					Total FY22 Cost Increase		\$3,899.81

Recommendations:

Based on Finance Committee discussions, market analysis, and recommendations following review of position vacancies and resulting FY22 budget savings, approve an 8% salary increase for all full time Grounds Maintenance Workers effective June 18, 2022.