

KENDALL COUNTY FOREST PRESERVE DISTRICT

MEETING AGENDA

TUESDAY, JUNE 21, 2022

9:00 AM

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 Finance Committee Meeting of May 26, 2022
 - Kendall County Forest Preserve District Operations Committee Meeting of June 1, 2022
 - Kendall County Forest Preserve District Commission Meeting of June 7, 2022
 - Kendall County Forest Preserve District Committee of the Whole Meeting of June 14, 2022
 - B. *Approval of Claims in the Amount of \$569,427.60
 - C. ***MOTION**: Approval of a Letter of Understanding with the State of Illinois, Illinois Department of Transportation for Contract No. 66D26 for the Construction and Maintenance of the Shared Use Path to be Completed as Part of the Route 71 Reconstruction East of IL 126 to Orchard Road
 - D. ***MOTION**: Approval of a Volunteer Business Commitment and Waiver and Release of Liability Agreement with Garbe Iron Works, Inc. of Aurora, Illinois to Complete the Fabrication and Installation of Supporting Steel Anchors and Columns for the Pavilion at the Ken Pickerill Estate House
 - E. ***MOTION**: Approval of a Volunteer Business Commitment and Waiver and Release of Liability Agreement with Dry County Enterprises, Inc. of Yorkville, Illinois to Complete the Demolition and Disposal of Existing Concrete Walkways, Including Brick Removal from the Existing Patio, Excavation of Soils per Site Plan Specifications, and Installation of Base Stone at the Ken Pickerill Estate House
 - F. ***MOTION**: Approval of a Volunteer Business Commitment and Waiver and Release of Liability Agreement with Stanley Buildings and Properties of Oswego, Illinois to Complete the Framing and Finishing of Concrete Walkways and Footings at the Ken Pickerill Estate House
 - G. ***MOTION**: Approval of a Volunteer Business Commitment and Waiver and Release of Liability Agreement with HR Green of Aurora, Illinois to Complete Location Staking for Concrete Walkways and Footings at the Ken Pickerill Estate House
 - H. ***MOTION**: Approval of a Volunteer Business Commitment and Waiver and Release of Liability Agreement with RJ Kuhn Plumbing, Heating & Cooling, Inc. of Oswego, Illinois to Complete the Demolition, Removal, and Disposal of Certain Plumbing Fixtures at the Ken Pickerill Estate House
 - I. ***MOTION**: Approval of a 22-23 Pre-Paid Propane Contracts with GRAINCO FS for Contract Numbers 1341197 and 1348116 for 3,200 Gallons at \$1.299 per Gallon for \$4,156.80 less a Previous Year Credit of \$277.80 for a Total Cost of \$3,879.00
 - J. ***MOTION**: Approval of a Revised Purchasing Authority Policy for the Executive Director of the Kendall County Forest Preserve District Increasing the Maximum Expenditure Limit for Goods and Services from \$2,500.00 to \$10,000.00
- VIII. **OLD BUSINESS**

No agenda items posted for consideration.
- IX. **NEW BUSINESS**
 - A. **RESOLUTION 22-06-001**: Approval of a Resolution Amending General Use Ordinance #02-01 Establishing Designated Areas, Permit Application and Permit Holder Liability Insurance Requirements for Use of Unmanned Aerial Vehicles at Jay Woods, Pickerill-Pigott and Aux Sable Springs Forest Preserves
 - B. ***MOTION**: Approval of a Proposal from Big Ben Builders of Yorkville, Illinois for the Replacement of Windows (2) at Ellis House for an Amount Not-to-Exceed \$6,508.10
 - C. **MOTION**: Approval of a Request from the Forest Foundation of Kendall County Granting the Foundation Permissions to Construct and Donate a Bears Playground, Inc. Ponderosa Play House Feature for the Hoover Forest Preserve Nature Play Space
- X. Public Comments
- XI. Executive Session
- XII. Other Items of Business
 - A. Meeting Cancellations: 1) July 5, 2022 Commission Meeting, and 2) July 6, 2022 Operations Committee Meeting
- 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)

**KENDALL COUNTY FOREST PRESERVE DISTRICT
FINANCE COMMITTEE MEETING MINUTES
MAY 26, 2022**

I. Call to Order

Chairman Gengler called the meeting to order at 4:02 pm in the Kendall County Administration Building, Kendall County Board Meeting Rooms 209 and 210.

II. Roll Call

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

Commissioners DeBolt, Gilmour, Kellogg, Vickers, and Gengler were all present.

Commissioner Kellogg left the meeting room at 4:32 pm and returned at 4:36 pm.

III. Approval of Agenda

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

IV. Public Comments

No public comments were offered from citizens present.

V. Motion to Forward Claims to Commission for Approval

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

VI. Review of Financial Statements through April 30, 2022

Director Guritz presented an overview on the financial statements through April 30, 2022.

VII. Pickerill-Pigott Estate House Construction Project Management

- a) Pre-Construction Phase Activities Progress Report
- b) Discussion of Donating Contractor Outreach and Pre-Construction Phase Activities
- c) Pre-Construction Phase Supply and Equipment Purchases

Director Guritz presented an updates on the Pickerill-Pigott Estate House construction project pre-bid construction activities.

The Finance Committee discussed the the schedule for contractor volunteer donations and material purchases needed to complete pre-construction project scopes.

VIII. Grounds Maintenance Staff – Proposed Market Salary Increase

Antoinette White, Grounds and Natural Resources Division Supervisor, presented a proposed market salary adjustment for the 3 full-time Grounds Maintenance workers.

The Finance Committee recommended an 8% salary increase now, with only a possibility of a second salary increase on December 1 to keep up with market and inflation.

Commissioner Kellogg made a motion to forward an 8% annualized salary increase for full-time Grounds Maintenance Workers, Jared Anderson, Brandon Beerup, and Doug Neill, to Commission for approval. Seconded by Commissioner DeBolt. Aye, all. Opposed, none.

IX. Maramech Entry Gate Replacement Proposal and IPMG Insurance Payment

Director Guritz presented a proposal for the replacement of the Maramech entry gate to be afforded by an IPMG insurance disbursement.

Commissioner DeBolt made a motion to forward the proposal for the Maramech entry gate replacement to Commission for approval. Seconded by Commissioner Gilmour. Aye, all. Opposed, none.

Commissioner Kellogg left the meeting room at 4:32 pm.

X. District Equipment Auction Recommendations

Commissioner Gilmour made a motion to forward the proposal to auction the 2 District mowers to Commission for approval. Seconded by Commissioner Vickers.

Antoinette White, Grounds and Natural Resources Division Supervisor, presented a proposal to auction two well-worn District mowers on Govdeals.com.

Aye, all. Opposed, none.

Commissioner Kellogg returned to the meeting room at 4:36 pm.

XI. Other Items of Business

- a) **Groot Inc. Overpayment Credit**
- b) **T-Mobile Service Transition Progress (Phones and Wireless Internet)**
- c) **Rt. 71 Trail – Intergovernmental Agreement; IDOT Letter of Agreement – Timeframes for Approval**
- d) **Little Rock Creek Dam Removal – Res, Inc, - Kendall County Fox River Watershed Escrow Account**

Director Guritz presented an update on the Groot Inc. overpayment for dumpster service. The District has not received the requested refund at this point.

Director Guritz presented an update on changing the District's cellular service provider to T-Mobile.

DRAFT FOR COMMISSION APPROVAL: 06-21-2022

Commissioner Gilmour made a motion to forward the IDOT Letter of Agreement to Commission for approval. Seconded by Commissioner Kellogg. Aye, all. Opposed, none.

Director Guritz discussed the Little Rock Creek Dam removal project with potential funding from the Kendall County Fox River Stormwater Impact escrow account.

The Finance Committee discussed increasing the Executive Director's goods and services expense limit, and recommended further discussion with Committee of the Whole.

XII. Public Comments

No public comments were offered from citizens in attendance.

XIII. Executive Session

None.

XIV. Adjournment

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

Aye, all. Opposed, none.

Meeting adjourned at 4:58 pm.

Respectfully submitted,

David Guritz
Director, Kendall County Forest Preserve District

**KENDALL COUNTY FOREST PRESERVE DISTRICT
OPERATIONS COMMITTEE MEETING MINUTES
JUNE 1, 2022**

I. Call to Order

Commissioner Flowers called the meeting to order at 6:00 pm in the Kendall County Administrative Office Building – Kendall County Second Floor Board Meeting Rooms 209 and 210.

II. Roll Call

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

Commissioners Cesich, Rodriguez, and Flowers were all present.

III. Approval of Agenda

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

IV. Public Comments

No public comments were offered from citizens in attendance.

V. Review of Financial Statements and Cost Center Reports through May 31, 2022

Director Guritz presented an overview of the financial statements and cost center reports through May 31, 2022. The District is on track with revenues and expenses for FY22.

VI. Review and Approval of Special Use Permits

1. National MS Society – Bike MS: Tour de Farms Fundraising Event: June 26 at Jay Woods Forest Preserve

Commissioner Cesich made a motion to approve the Special Use Permit, National MS Society – Bike MS: Tour de Farms Fundraising Event scheduled for June 26, 2022 at Jay Woods Forest Preserve. Seconded by Commissioner Rodriguez. Aye, all. Opposed, none.

VII. Facility Rentals Contract Integrations – Updates and Rental Insurance Requirement Information and Referrals

Director Guritz provided updates on the facility rental contract integrations and rental insurance requirements information and referrals. The Kendall County State’s Attorney’s Office is completing final terms and conditions for use of the horse arena at Harris Forest Preserve.

VIII. KCFPD Employee Handbook Revisions - Updates

Director Guritz presented updates on the KCFPD Employee Handbook revisions. The District received substantial changes to the version presented out of the Operations Committee, which are under review and amendment for presentation to the Committee of the Whole in July.

IX. KCFPD General Use Ordinance – KC-SAO Recommendations for Unmanned Aerial Vehicles (UAV) Usage

Antoinette White, Grounds and Natural Resources Division Supervisor, presented Kendall County State’s Attorney’s Office and District staff recommendations for designated preserve areas for use of Unmanned Aerial Vehicles (UAV’s), including recommended changes within the District’s General Use Ordinance.

Commissioner Cesich made a motion to forward the recommendations for Unmanned Aerial Vehicles usage within the KCFPD General Use Ordinance to Committee of the Whole for review. Seconded by Commissioner Rodriguez. Aye, all. Opposed, none.

X. Ellis Equestrian Center – Recommendation Response to FY22 Supply Cost Increase

Director Guritz presented recommendations for the Ellis Equestrian Center supply costs in response to FY22 inflationary cost increases. Ellis Equestrian Center staff are making the necessary adjustments.

XI. Kendall County Outdoor Education Center – Review of License Terms

The Operations Committee discussed a review of the License terms for the Kendall County Outdoor Education Center. The Operations Committee discussed the possibility of amending the current agreement, and making preparations for charging fair market value for use of the Hoover Forest Preserve building and grounds.

XII. Other Items of Business

No other items of business.

XIII. Public Comments

No public comments were offered from citizens in attendance.

XIV. Executive Session

None.

XV. Adjournment

Commissioner Cesich made a motion to adjourn at 6:52 pm. Seconded by Commissioner Rodriguez. Aye, all. Opposed, none.

Respectfully submitted,

David Guritz
Director, Kendall County Forest Preserve District

**KENDALL COUNTY FOREST PRESERVE DISTRICT
COMMISSION MEETING MINUTES
JUNE 7, 2022**

I. Call to Order

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

II. Pledge of Allegiance

The Pledge of Allegiance was recited by all present.

III. Invocation

An invocation was offered by Commissioner Gengler.

IV. Roll Call

| | | | |
|---|---------|---|-----------|
| X | Cesich | X | Gryder |
| X | DeBolt | X | Kellogg |
| X | Flowers | X | Koukol |
| X | Gengler | 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 agenda. Seconded by Commissioner DeBolt. 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 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**

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

| Motion: Commissioner Gryder | | | | | |
|----------------------------------|------------|----------------|---------------------|------------|----------------|
| Second: Commissioner Flowers | | | | | |
| 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.

VIII. OLD BUSINESS

No agenda items posted for consideration.

IX. NEW BUSINESS

- F. 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**

Commissioner Flowers made a motion to approve the 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. Seconded by Commissioner Kellogg.

| Motion: Commissioner Flowers | | | | | |
|---|------------|----------------|---------------------|------------|----------------|
| Second: Commissioner Kellogg | | | | | |
| Roll call: Jared Anderson – 8% Salary Increase | | | | | |
| 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.

G. 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

Commissioner DeBolt made a motion to approve the 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. Seconded by Commissioner Cesich.

| Motion: Commissioner DeBolt | | | | | |
|--|------------|----------------|---------------------|------------|----------------|
| Second: Commissioner Cesich | | | | | |
| Roll call: Brandon Beerup Salary Increase | | | | | |
| 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.

H. 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

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

| Motion: Commissioner Cesich | | | | | |
|--|------------|----------------|---------------------|------------|----------------|
| Second: Commissioner Gryder | | | | | |
| Roll call: Doug Neill Salary Increase | | | | | |
| 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. Public Comments

No public comments were offered from citizens in attendance.

XI. Executive Session

None.

XII. Other Items of Business

- No other items of business.

XIII. Adjournment

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

Meeting adjourned at 6:10 pm.

Respectfully submitted,

David Guritz
Director, Kendall County Forest Preserve District

**KENDALL COUNTY FOREST PRESERVE DISTRICT
COMMITTEE of the WHOLE MEETING MINUTES
JUNE 14, 2022**

I. Call to Order

President Gilmour called the meeting to order at 4:31 pm in the Kendall County Office Building – Second Floor County Board Meeting Rooms 209 and 210.

II. Roll Call

| | | | |
|---|-------------------------------------|---|-------------------------------------|
| X | Cesich | X | Gryder (entered meeting at 4:37 pm) |
| X | DeBolt (entered meeting at 4:35 pm) | X | Kellogg |
| | Flowers | X | Koukol |
| X | Gengler | X | Rodriguez |
| | Gilmour | X | Vickers |

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

Commissioner DeBolt entered the meeting at 4:35 pm.

Commissioner Gryder entered the meeting at 4:37 pm.

III. Approval of Agenda

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

IV. Public Comments

No public comments were offered from citizens in attendance.

V. 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, provided an update on seasonal grounds and preserve improvement projects.

Commissioner DeBolt entered the meeting at 4:35 pm.

VI. Motion to Forward Claims to Commission

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

VII. OLD BUSINESS

a. Pickerill-Pigott Estate House Pre-Construction Projects Updates

- 1. Pre-Construction Projects Progress Report**
- 2. Volunteer Project Agreements (RJ Kuhn, Garbe Iron Works, Dry County Excavation, Inc.)**
- 3. Septic System Design and Permitting Updates**

Director Guritz provided a summary of the current pre-construction activities at the Pickerill estate house, including plans for ordering materials needed to complete the full scope of pre-construction projects including rebar, concrete, and CA-6 stone. The Committee of the Whole discussed the anticipation for pre-construction supply purchases from suppliers to fall well below the \$30,000 competitive bidding threshold.

The Committee of the Whole discussed the proposed donations and scheduling of work.

Commissioner Gryder entered the meeting at 4:37 pm.

b. Executive Director Goods and Services Purchasing Authority – Proposed Policy Amendment

Commissioner Koukol made a motion to forward the policy amendment setting the Executive Director's maximum purchasing authority for goods and services to Commission for approval with a recommendation to increase the single purchase limit to \$10,000. Seconded by Commissioner DeBolt. Aye, all. Opposed, none.

VIII. NEW BUSINESS

a) Proposed Land Acquisition Discussion – Baker Woods 37-acre Addition – Aux Sable Creek Parcel #09-15-300-022

The Committee of the Whole discussed the proposed land acquisition of parcel #09-15-300-022, a 37-acre addition to Baker Woods. Direction was given to extend an invitation to The Conservation Foundation to present updates to the Board of Commissioners, and to revisit the proposed acquisition once the District has a better handle on capital projects currently underway.

b) District Facility Rental Permit Agreements – Discussion of General Terms and Conditions and Special Event Insurance Requirements

The Committee of the Whole discussed the updated terms and conditions and special event insurance requirements for District facilities. The Committee of the Whole provided direction to remove the special event insurance requirements from all proposed facility rental general terms and conditions.

Commissioner Kellogg made a motion to forward the District facility rental permit general terms and conditions, omitting the special event insurance requirements, to Commission for approval. Seconded by Commissioner Gryder. Aye, all. Opposed, none.

c) Resolution #22-06-001: Amendment of the General Use Ordinance #02-01 – Proposed Revisions for UAV Designated Areas and Permitting

Commissioner Cesich made a motion to forward Resolution #22-06-001 amending General Use Ordinance #02-01 to allow for Unmanned Aerial Vehicles (UAV's) within designated use areas under the terms of a special use permit to Commission for approval. Seconded by Commissioner Gryder. Aye, all. Opposed, none.

d) Grainco FS Pre-Paid Propane Contract Proposal

The Committee of the Whole provided direction to request a second year of fixed pricing from GRAINCO FS.

Commissioner Kellogg made a motion to forward the Grainco FS pre-paid propane contract proposal to Commission for approval. Seconded by Commissioner Gryder. Aye, all. Opposed, none.

e) Ellis Window Replacements Proposal – Big Ben Builders

Commissioner Kellogg made a motion to forward the proposal from Big Ben Builders of Yorkville, Illinois for Ellis window replacements to Commission for approval. Seconded by Commissioner DeBolt. Aye, all. Opposed, none.

XVIII. Other Items of Business

a. Hoover Nature Play Space Improvement Project – Forest Foundation of Kendall County

Commissioner Kellogg made a motion to forward the Forest Foundation's request to complete a Hoover Nature Play Space improvement project (Bears Playground – Ponderosa Play Structure) to Commission for approval. Seconded by Commissioner Koukol. Aye, all. Opposed, none.

b. D. Construction Asphalt Paving Contract – Updated Timeframe for Completion

Director Guritz reported that D. Construction had addressed all contract punch list items, with payment to be put forward in the next claims run.

c. Proposed Regular Meeting Cancellations: July 5, 2022 Commission and July 6, 2022 Operations Meetings

Commissioner Kellogg made a motion to forward the cancellations of the regular July 5, 2022 Commission meeting and July 6, 2022 Operations Committee meeting to Commission for approval. Seconded by Commissioner Cesich.

Roll call: Commissioner Cesich, DeBolt, Gengler, Gryder, Kellogg, Rodriguez, and Vickers, aye. Opposed, Commissioner Koukol. Motion carried by a vote of 7:1.

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 to be presented to Commission for approval.

XXII. Adjournment

Commissioner Cesich made a motion to adjourn. Seconded by Commissioner Gryder. Aye, all. Opposed, none. Meeting adjourned at 5:47 pm.

Respectfully submitted,

David Guritz
Director, Kendall County Forest Preserve District

Claims Listing

6/15/2022 2:19:23 PM

| Department | Vendor # | Vendor Name | Invoice # | Invoice Description | GL Account | Description | Invoice Amount |
|------------------------|----------|------------------------------|-----------------|-------------------------------|-------------------------------|-------------------------|-----------------|
| Ellis Barn | 1060 | JOHN DEERE FINANCIAL | 111341567061522 | Ellis Barn & Grounds Supplies | 19001161 | Grounds and Maintenance | \$248.54 |
| | | | | | | Sub-Total | \$248.54 |
| | | | | | Ellis Barn | Total | \$248.54 |
| Ellis Birthday Parties | 541 | FIRST NATIONAL BANK OF OMAHA | 6660Vick061522 | Vick Credit Card May 2022 | 19001165 | Program Supplies | \$104.70 |
| | | | | | | Sub-Total | \$104.70 |
| | | | | | Ellis Birthday Parties | Total | \$104.70 |
| Ellis Camps | 51 | SYNCB/AMAZON | 1DV6-TVP3-FTTX | Ellis Summer Camp Supplies | 19001163 | Program Supplies | \$150.64 |
| | 541 | FIRST NATIONAL BANK OF OMAHA | 6660Vick061522 | Vick Credit Card May 2022 | 19001163 | Program Supplies | \$67.04 |
| | | | | | | Sub-Total | \$217.68 |
| | | | | | Ellis Camps | Total | \$217.68 |
| Ellis Grounds | 236 | CENTRAL LIMESTONE CO INC | 29233 | Ellis-Gravel | 19001162 | Grounds and Maintenance | \$279.55 |
| | 1060 | JOHN DEERE FINANCIAL | 111341567061522 | Ellis Barn & Grounds Supplies | 19001162 | Grounds and Maintenance | \$284.89 |

| | | | | | | | | |
|-------------------------------|------|------------------------------|-----------------------|-----------------------------------|----------|-------|--------------------------------------|-------------------|
| Ellis Grounds | 1323 | MENARDS | 43613 | Ellis Grounds Supplies | 19001162 | 68580 | Grounds and Maintenance | \$81.77 |
| | | | | | | | Sub-Total | \$646.21 |
| | | | | | | | Total | \$646.21 |
| Ellis House | 541 | FIRST NATIONAL BANK OF OMAHA | 3583Guritz06152 2 | Guritz Credit Card May 2022 | 19001160 | 62270 | Utilities | \$164.28 |
| | | | | | | | Sub-Total | \$164.28 |
| | | | | | | | | |
| Ellis Sunrise Center | 1323 | MENARDS | 42059 | Small cups for Ellis House | 19001160 | 68580 | Grounds and Maintenance | \$6.98 |
| | | | | | | | Sub-Total | \$6.98 |
| | | | | | | | Total | \$171.26 |
| Ellis Sunrise Center | 51 | SYNCB/AMAZON | 17ND-7PHT-HHJJ | Cat Food-Ellis Animal Care | 19001167 | 63000 | Animal Care & Supplies | \$26.65 |
| | 51 | SYNCB/AMAZON | 1KWT-9DJ7-DDCR | Amazon-Ellis Animal Care-Cat Food | 19001167 | 63000 | Animal Care & Supplies | \$29.31 |
| | 541 | FIRST NATIONAL BANK OF OMAHA | 3583Guritz06152 2 | Guritz Credit Card May 2022 | 19001167 | 63000 | Animal Care & Supplies | \$1,286.96 |
| | | | | | | | Sub-Total | \$1,342.92 |
| | | | | | | | Total | \$1,342.92 |
| Environ. Educ. Laws of Nature | 541 | FIRST NATIONAL BANK OF OMAHA | 3433Wiencke061 522 | Wiencke Credit Card May 2022 | 19001180 | 63030 | Program Supplies | \$35.96 |
| | | | | | | | Sub-Total | \$35.96 |
| | | | | | | | Total | \$35.96 |
| | | | | | | | Environ. Educ. Laws of Nature | \$35.96 |

| | | | | | | | |
|-----------------------------------|------|---------------------------------|------------------------|---|---|-------------------------------|-----------------|
| Environ. Educ. Other Pblc Prg | 541 | FIRST NATIONAL BANK OF OMAHA | 3433Wiencke061 522 | Wiencke Credit Card May 2022 | 19001179 63030 | Program Supplies | \$11.98 |
| | | | | | | Sub-Total | \$11.98 |
| | 3648 | STEPHANIE KLEVEN | Bday party refund | Refund-Birthday Party | 19001179 63040 | Security Deposit Refund | \$150.00 |
| | | | | | | Sub-Total | \$150.00 |
| | | | | | Environ. Educ. Other Pblc Prg | Total | \$161.98 |
| Environmental Educ. NatrI Beg. | 541 | FIRST NATIONAL BANK OF OMAHA | 3433Wiencke061 522 | Wiencke Credit Card May 2022 | 19001178 63030 | Program Supplies | \$307.78 |
| | | | | | | Sub-Total | \$307.78 |
| | | | | | Environmental Educ. NatrI Beg. | Total | \$307.78 |
| Environmental Education Camps | 51 | SYNCB/AMAZON | 1CPV-TJCH- P6WC | Amazon Summer Camp Supplies | 19001177 63030 | Program Supplies | \$52.37 |
| | | | | | | Sub-Total | \$52.37 |
| | 3643 | JULIE POPLAWSKI | Nature Warriors Ref | Nature Warriors Refund | 19001177 63040 | Security Deposit Refund | \$185.00 |
| | | | | | | Sub-Total | \$185.00 |
| | | | | | Environmental Education Camps | Total | \$237.37 |
| Forest Preserve Director | 51 | SYNCB/AMAZON | 16V4-TK43-PD14 | Office Supplies- paperclips, envelopes | 190011 62000 | Office Supplies | \$38.71 |
| | | | | | | | |

**Forest Preserve
Director**

| | | | | | | |
|------|------------------------------|---------------------|---|--------------|---------------------------|-------------------|
| 51 | SYNCB/AMAZON | 1RXK-QH6Q-G64H | Amazon Cell Phone Cases, protectors | 190011 62000 | Office Supplies | \$41.91 |
| 541 | FIRST NATIONAL BANK OF OMAHA | 3583Guritz061522 | Guritz Credit Card May 2022 | 190011 62000 | Office Supplies | \$212.85 |
| 1304 | MARCO TECHNOLOGIES, LLC | 474175973F | Copiers for 5/28-6/27/22 | 190011 62000 | Office Supplies | \$188.07 |
| 2170 | ANTOINETTE WHITE | Wirelesscharger | Reimbursement for Wireless Charger purchase | 190011 62000 | Office Supplies | \$27.99 |
| | | | | | Sub-Total | \$509.53 |
| 2047 | COMED | 1123166102061522 | ComEd Jay Woods | 190011 63510 | Electric | \$23.07 |
| 2047 | COMED | 5514710005061522 | ComEd Harris Arena | 190011 63510 | Electric | \$24.20 |
| 2047 | COMED | 5514711002061522 | ComEd Harris | 190011 63510 | Electric | \$82.56 |
| | | | | | Sub-Total | \$129.83 |
| 1665 | SHAW MEDIA | 10085118061522 | Website Hosting | 190011 68430 | Marketing / Publicity | \$59.99 |
| | | | | | Sub-Total | \$59.99 |
| 541 | FIRST NATIONAL BANK OF OMAHA | 3583Guritz061522 | Guritz Credit Card May 2022 | 190011 68500 | Project Fund Expenses | \$67.66 |
| | | | | | Sub-Total | \$67.66 |
| 49 | AMALGAMATED BANK OF CHICAGO | BOND 2012 JULY 2022 | BOND 2012 SERIES 4866 JULY 2022 | 190211 68650 | Debt Service Interest Pmt | \$6,450.00 |
| | | | | | Sub-Total | \$6,450.00 |

Grounds and Natural Resources

| | | | | | | |
|------|-----------------------------|-------------------|-------------------------|--------------------------------------|---------------------|-------------------|
| 51 | SYNCB/AMAZON | 1MT9-133C-1QHP | Uniforms for staff | 19001183 62400 | Uniforms / Clothing | \$46.83 |
| | | | | | Sub-Total | \$46.83 |
| 1655 | SERVICE SANITATION, INC | 50-493234061522 | Portolet Services | 19001183 63070 | Refuse Pickup | \$525.66 |
| | | | | | Sub-Total | \$525.66 |
| 1452 | NICOR | 85662610121061522 | Nicor Millbrook S | 19001183 63090 | Natural Gas | \$161.48 |
| | | | | | Sub-Total | \$161.48 |
| 1877 | WALDEN'S LOCK SERVICE | 22472 | Entry locks, deadbolt | 19001183 63110 | Shop Supplies | \$142.26 |
| | | | | | Sub-Total | \$142.26 |
| 1849 | VERIZON | 9906852907 | Verizon cell bill | 19001183 63540 | Telephones | \$682.28 |
| 2225 | AIR WANS WIRELESS BROADBAND | 173892 | Ellis Internet Services | 19001183 63540 | Telephones | \$74.95 |
| | | | | | Sub-Total | \$757.23 |
| | | | | Grounds and Natural Resources | Total | \$3,640.17 |
| 1937 | WIRE WIZARD OF ILLINOIS INC | 358501 | Alarm Monitoring-MHL | 19001171 62270 | Utilities | \$180.00 |
| | | | | | Sub-Total | \$180.00 |

Hoover

Hoover

| | | | | | | |
|------|-----------------------------|--------------------|-----------------------------|----------------|-------------------------|-------------------|
| 3340 | ED REYES | 22-00122 | Kingfisher Sec Dep Return | 19001171 63040 | Security Deposit Refund | \$100.00 |
| | | | | | Sub-Total | \$100.00 |
| 1937 | WIRE WIZARD OF ILLINOIS INC | 358500 | Alarm Monitoring-Rookery | 19001171 63100 | Electric | \$105.00 |
| 2047 | COMED | 07560810170615 22 | ComEd Hoover Bathroom | 19001171 63100 | Electric | \$132.69 |
| 2047 | COMED | 07936703015061 522 | ComEd Hoover Multiple | 19001171 63100 | Electric | \$537.39 |
| 2047 | COMED | 19380210810615 22 | ComEd Hoover Residence | 19001171 63100 | Electric | \$52.12 |
| | | | | | Sub-Total | \$827.20 |
| 51 | SYNCB/AMAZON | 1QTF-PNC7-613F | Outdoor Sign-Hoover | 19001171 66500 | Miscellaneous Expense | \$33.98 |
| 678 | GRAINCO FS, INC. | 71004689 | Bucacaneer Herbicide-Hoover | 19001171 66500 | Miscellaneous Expense | \$858.00 |
| | | | | | Sub-Total | \$891.98 |
| | | | | Hoover | Total | \$1,999.18 |

Pickerill - Pigott

| | | | | | | |
|------|-------|-------------------|-----------------------|---------------------------|--------------------|---------------------|
| 2047 | COMED | 55142280110615 22 | ComEd Pickerill House | 19001184 63100 | Electric | \$70.55 |
| 2047 | COMED | 55142290270615 22 | ComEd Pickerill | 19001184 63100 | Electric | \$13.84 |
| | | | | | Sub-Total | \$84.39 |
| | | | | Pickerill - Pigott | Total | \$84.39 |
| | | | | | Grand Total | \$569,427.60 |



Illinois Department of Transportation

Office of Highways Project Implementation / Region 2 / District 3
700 East Norris Drive / Ottawa, Illinois 61350-1628

January 2022

Judy Gilmour, President
Kendall County Forest Preserve District
110 West Madison Street
Yorkville, IL 60560

LETTER OF UNDERSTANDING

FAP 311 (IL 71)
Section (1-1)R, BR1
Kendall County
Reconstruction from East of IL 126 to Orchard Road
Job No. C-93-019-14
Contract No. 66D26

Dear President Gilmour:

As previously discussed, the Illinois Department of Transportation (IDOT), District 3 office in Ottawa is currently preparing plans for the improvement of Illinois Route 71. The project limits are from east of Illinois Route 126 in Yorkville to Orchard/Minkler Road in Oswego.

The proposed improvement involves the removal of the existing pavement and construction of new pavement to provide two lanes in each direction with a raised median, turn lanes where warranted, storm sewer, modernization of traffic signals, curb and gutter, drainage improvements, bicycle and pedestrian accommodations, and safety improvements. Existing SN 047-0059 carrying IL Route 71 over Morgan Creek will be removed and replaced with a proposed triple 12'X10' box culvert. A shared use path is to be constructed the length of the project.

Based on previous discussions, the Kendall County Forest Preserve expressed its willingness to share in the cost of construction of a section of the shared use path from the City of Yorkville corporate limits to Orchard Road, except for any property within the corporate limits of a municipality. Recently, there has been a change in the federal/state policy pertaining to the local agency cost participation associated with the shared use path beginning January 2022. The State will now pay 100% of all costs for the construction on new paths within the project termini as long as the local agency agrees to maintain the path.

This Letter of Understanding serves to formally confirm that the Kendall County Forest Preserve is desirous to have the shared use path constructed at the location noted above and agrees to maintaining the path.

Matters of the shared use path relevant to the Village of Oswego and the City of Yorkville will be addressed in separate letters of understanding respectively with Oswego and Yorkville.

The proposed improvement is currently funded for Fiscal Year 2022, subject to plan readiness.

Please mark the appropriate response in the box and sign below to indicate if you concur or not with proposed improvement and maintenance responsibilities. If you do not concur with any or all the proposed improvements or responsibilities, please provide any comments explaining the reasons and any changes you recommend. Return one copy of the letter to the IDOT District 3 office in Ottawa and retain the second for your files.

Contract No. 66D26

- The Kendall County Forest Preserve agrees to the maintenance responsibilities as stated above.
- The Kendall County Forest Preserve does not agree to the maintenance responsibilities as stated above. (please provide comments below)

Comments Includes IDOT Note 1 Below

Kendall County Forest Preserve District agrees to the maintenance responsibilities for the above IDOT-constructed shared-use path.

An intergovernmental agreement between the Kendall County Forest Preserve District, Kendall County, United City of Yorkville, and Village of Oswego has been entered into by all parties setting forth the conditions for the long term maintenance of the shared-use path.

KCFPD-IGA approval date: 05/17/2022

Village of Oswego and United City of Yorkville approval date: 06/14/2022

Judy Gilmour, President

Date

If you have any questions or require further information, please contact Mr. Brad Duncan, Studies & Plans Project Engineer, at (815) 434-8420.

Sincerely,

Masood Ahmad, P.E.
Region Two Engineer

Includes IDOT Note 1:

In the unincorporated areas of the project, the State of Illinois will be responsible for the maintenance and landscaping, such as mowing, outside the curb and gutter except those areas associated with the maintenance of the path.

**KENDALL COUNTY FOREST PRESERVE DISTRICT
PICKERILL HOUSE VOLUNTEER PROJECT**

The Kendall County Forest Preserve District (“District”) has started renovations of the Pickerills’ former estate (hereinafter referred to as “the Project”). The District appreciates your business’ interest in volunteering its services, labor, and/or materials toward this Project to honor the legacy and philanthropic spirit of the late Ken and Jacqueline Pickerill.

Please complete the below Volunteer Business Commitment Agreement and Waiver and Release of Liability Form on behalf of your business and return it to the District’s Executive Director, Dave Guritz prior to performing any volunteer work on the Project. We thank you for your continued support of the District, the Pickerills’ legacy, and this important Project!

**VOLUNTEER BUSINESS COMMITMENT AGREEMENT AND
WAIVER AND RELEASE OF LIABILITY (“AGREEMENT”)**

Volunteer’s Full Legal Name: Garbe Iron Works, Inc.
Volunteer’s Contact Person: John P. Peshia
Mailing Address: 456 N. Broadway, Aurora, IL 60505
Telephone Number: 630-897-5100
Email Address: info@giwinc.com

In consideration for being granted access to perform the Volunteer Services for the District’s Project, **Garbe Iron Works, Inc.**, an Illinois corporation licensed to do business in the State of Illinois, (hereinafter “Volunteer”) hereby affirms and agrees to the following:

1. **Commitment to Provide Volunteer Services.** By signing below, Volunteer commits to providing the following donated labor, services and materials for the Project at no cost to the District (hereinafter referred to collectively as “Volunteer Services”):
 - a. Volunteer will furnish and install structural steel columns and beams for the outdoor pavilion canopy at the Project site in accordance with the specifications set forth in **Exhibit 1**. Volunteer, with assistance from **Abrasive and Fastening Solutions of Yorkville, Illinois**, will also furnish the anchor rods and setting plates in accordance with the specifications set forth in **Exhibit 1**. To complete this work, Volunteer agrees to:
 - i. Maintain insurance while rendering Volunteer Services that is at least as broad as the insurance provisions set forth in the attached **Exhibit 2**.
 - ii. Provide five to ten volunteers/officers/employees/workers/agents (hereinafter “workers”) to perform the Volunteer Services.
 - iii. Ensure that each worker assigned by Volunteer to perform Volunteer Services at the Project site signs and returns the Volunteer Acknowledgment and Waiver Form attached hereto as **Exhibit 3** and returns it to the District’s Executive Director before the Volunteer’s worker performs any work at the Project site.

- iv. Completes the Volunteer Services within approximately three to four weeks after Volunteer begins the work set forth in this Agreement. Volunteer will coordinate its schedule with the District's Executive Director or designee so that all Volunteer Services are provided in a timely manner, and Volunteer agrees to promptly notify the District's Executive Director if any scheduling changes become necessary.
- v. Provide its own tools, equipment, and supplies to perform the Volunteer Services.
- vi. Ensure all Volunteer Services are carried out by Volunteer's competent and properly trained workers to the highest standards and to the satisfaction of the District. Volunteer ensures all Volunteer Services, materials and components 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.
- vii. Comply with the District's General Use Ordinance, all terms and conditions set forth in this Agreement, all applicable local, state and federal laws and regulations, and all District volunteer policies, safety rules, and directions.
- viii. Participate in any safety training required by the District and ensure Volunteer's workers use all safety equipment required by the District while at the Project site.

- 2. **Volunteer Status.** Volunteer is providing the Volunteer Services to the District for civic, charitable, or humanitarian reasons, and Volunteer is doing so freely and without coercion from the District, Kendall County, Illinois and their respective elected officials, contractors, employees, and agents (hereinafter referred to collectively as "Releasees"). Volunteer shall pay all wages, benefits and all other compensation due and owing to Volunteer's workers for the Volunteer Services, and Volunteer shall be solely responsible for making all required payroll deductions and other tax and wage withholdings for Volunteer's workers. Volunteer shall obtain appropriate insurance coverage for the benefit of the Volunteer's workers and agrees that Releasees are not responsible for providing any insurance coverage for the benefit of the Volunteer and Volunteer's workers.
- 3. **No Compensation.** Volunteer affirms it is providing the Volunteer Services at no cost to the Releasees. Volunteer shall not be reimbursed by the District for any expenses, fees (including attorneys' fees and expert fees), damages, penalties, interest, and costs incurred by Volunteer while performing the Volunteer Services.
- 4. **Volunteer Certifications.** Volunteer understands and agrees to the following:
 - a. If Volunteer pays its workers to perform the Volunteer Services, Volunteer understands that such Volunteer Services are subject to the requirements of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 *et seq.* ("the Act"). The Act requires Volunteer to pay its workers to perform services on the Project no less than the current "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed (i.e., Kendall County) and to comply with all notice and record keeping duties.

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 Volunteer must check the Department’s website for revisions to prevailing wage rates.

- b. Volunteer and Volunteer’s workers agree not to commit unlawful discrimination/unlawful harassment and further 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, the Illinois Public Works Employment Discrimination Act, 775 ILCS 10/0.01 *et seq.*, as amended, and all applicable rules and regulations. To the extent required by law, Volunteer shall maintain a written sexual harassment policy that complies with the requirements of 775 ILCS 5/2-105 and shall comply with all fair employment practices and equal employment opportunity/affirmative action requirements set forth in applicable state and federal laws and regulations.
- c. Volunteer agrees to comply with all applicable 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.*
- d. When applicable, Volunteer 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.*
- e. If, during the term of this 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 Public Works Act”), Volunteer agrees to employ Illinois laborers on this Project in accordance with the Act. Volunteer understands the Public Works 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.
- f. If, during the term of the Agreement, the District notifies the Volunteer in writing that federal funds in excess of \$2,000 are being used to fund the Project, Volunteer agrees to comply with the Davis Beacon Act, 40 U.S.C. 3141 *et seq.* The Davis-Bacon and Related Acts, apply to contractors performing work on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. When applicable, the Davis-Bacon Act and Related Act requires such contractors to pay their laborers employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area. The Davis-Bacon Act directs the U.S. Department of Labor to determine such locally prevailing wage rates. The Davis-Bacon Act prevailing wage provisions apply to the “Related Acts,” under which federal agencies assist

construction projects through grants, loans, loan guarantees, and insurance (e.g., the American Recovery and Reinvestment Act of 2009, the American Rescue Plan Act, etc.)

5. **Photography**. Volunteer understands there is considerable community interest and involvement in the Project, and photographers may be present to memorialize the construction of the Project. Volunteer grants the Releasees permission to use its name, logos, and trademarks, regardless of whether such trademarks are registered with the United States Patent and Trademark Office, in photographs, videos, or other digital media (“photo”) in all publications, including web-based publications, or on its website, without payment or other consideration. Volunteer agrees that all photos taken by the Releasees or on behalf of the Releasees will become the property of the District. Volunteer irrevocably authorizes the Releasees to edit, alter, copy, exhibit, publish, or distribute these photos for any lawful purpose. Volunteer also waives any right to inspect or approve the finished product wherein its name, logos or trademarks appears and waives any right to royalties or other compensation arising or related to the use of the photo.

6. **Waiver and Release of Claims**. Volunteer is aware that Volunteer’s workers’ participation in the Volunteer Services for this Project involve certain risks including, without limitation: lifting heavy objects; handling glass and other sharp materials; using hot or sharp objects or other tools; being exposed to dust, loud noises, machinery, and construction equipment; and interacting with and being in the presence of other volunteers, Releasees’ staff, contractors, and other people. Volunteer understands these risks include risks of injury, illness, death, and property damage or loss, and that they may arise from my own actions or from the actions of others at or near the Project or encountered when traveling to perform some of the Volunteer Services, if needed, offsite. Volunteer also understands that, even if the Releasees, Volunteer, and other persons present at the Project site follow all health and safety protocols, Volunteer’s workers’ may still be exposed to COVID-19 or other infectious diseases.

Knowing the risks described above, Volunteer agrees, on behalf of itself, Volunteers’ workers, parent companies, subsidiaries, and assigns to assume all the risks and responsibilities surrounding the Volunteer Services. Volunteer shall indemnify, hold harmless and defend with counsel of the Releasees’ own choosing, the 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 (collectively, the “Claims”) regarding and relating to the Volunteer Services performed by Volunteer and Volunteer’s workers. No attorney may be assigned to represent the Releasees unless the Kendall County State’s Attorney has pre-approved the appointment of the attorney to represent the Releasees. Releasees’ participation in its defense shall not remove my 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.

7. **Kotecki Waiver**. Volunteer agrees to assume all liability for all personal injury claims asserted and suffered by Volunteer’s workers on the Project; waives any limitation of liability defense based upon the Workers’ Compensation Act, court interpretations of said Workers’ Compensation Act or otherwise; and, to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend the Releasees from and against all such loss, expense, damage or

injury, including attorneys' and experts' fees, that Releasees may sustain as a result of such claims, except to the extent that Illinois law prohibits indemnity for the Releasees' own negligence. Releasees are designated and recognized as explicit third-party beneficiaries of this Kotecki entered into in furtherance of this Agreement. This Kotecki Waiver shall survive termination of the Agreement.

- 8. **Waiver of Lien.** Volunteer hereby waives any claim of lien against Releasees' property on behalf of Volunteer and Volunteer's workers. Upon completion of the Project, Volunteer shall tender to the District a final waiver of lien for all subcontractors and suppliers, if any, were used by Volunteer to perform the Volunteer Services.
- 9. **Certification.** Volunteer certifies that Volunteer, 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). Volunteer further certifies by signing this Agreement that Volunteer, 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.*; 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 Volunteer made an admission of guilt of such conduct.
- 10. **Severability.** If any provision of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, that provision shall be severed from this Agreement with the remaining provisions of this Agreement to remain valid and enforceable to the fullest extent allowed by law.
- 11. **Term of Agreement.** This Agreement shall be effective as of the date of final signature below and shall continue in force and effect until the Volunteer Services have been fully completed to the satisfaction of the District. This Agreement may be terminated at anytime by either party upon providing written notice to the other party to this Agreement.

I HAVE READ THIS AGREEMENT AND UNDERSTAND ITS CONTENTS. I HAVE LEGAL AUTHORITY TO BIND VOLUNTEER TO THE TERMS OF THIS AGREEMENT AND INDEMNIFY RELEASEES FOR ANY DETRIMENTAL RELIANCE SUFFERED BY THEM FOR THEIR RELIANCE UPON MY AFFIRMATION. I AM AWARE THIS IS A RELEASE OF LIABILITY, AND SIGN IT ON BEHALF OF VOLUNTEER OF MY OWN FREE WILL.

By: _____
Date

Printed Name _____
Title

Received by:

On behalf of the Kendall County Forest Preserve District _____
Date

Letter of Transmittal

From: Jeff Bruns **Attn:** Tyler Cannell

Re: 1250 - Kendall County Forest Preserve - Ken
 Pickerill House Renovations **Address:** Garbe Iron Works

Date: May 19, 2022 **Tel:** (630) 897-5100

Sent From: Kane County Office **Via:** Electronically / Email

The listed items are: Enclosed

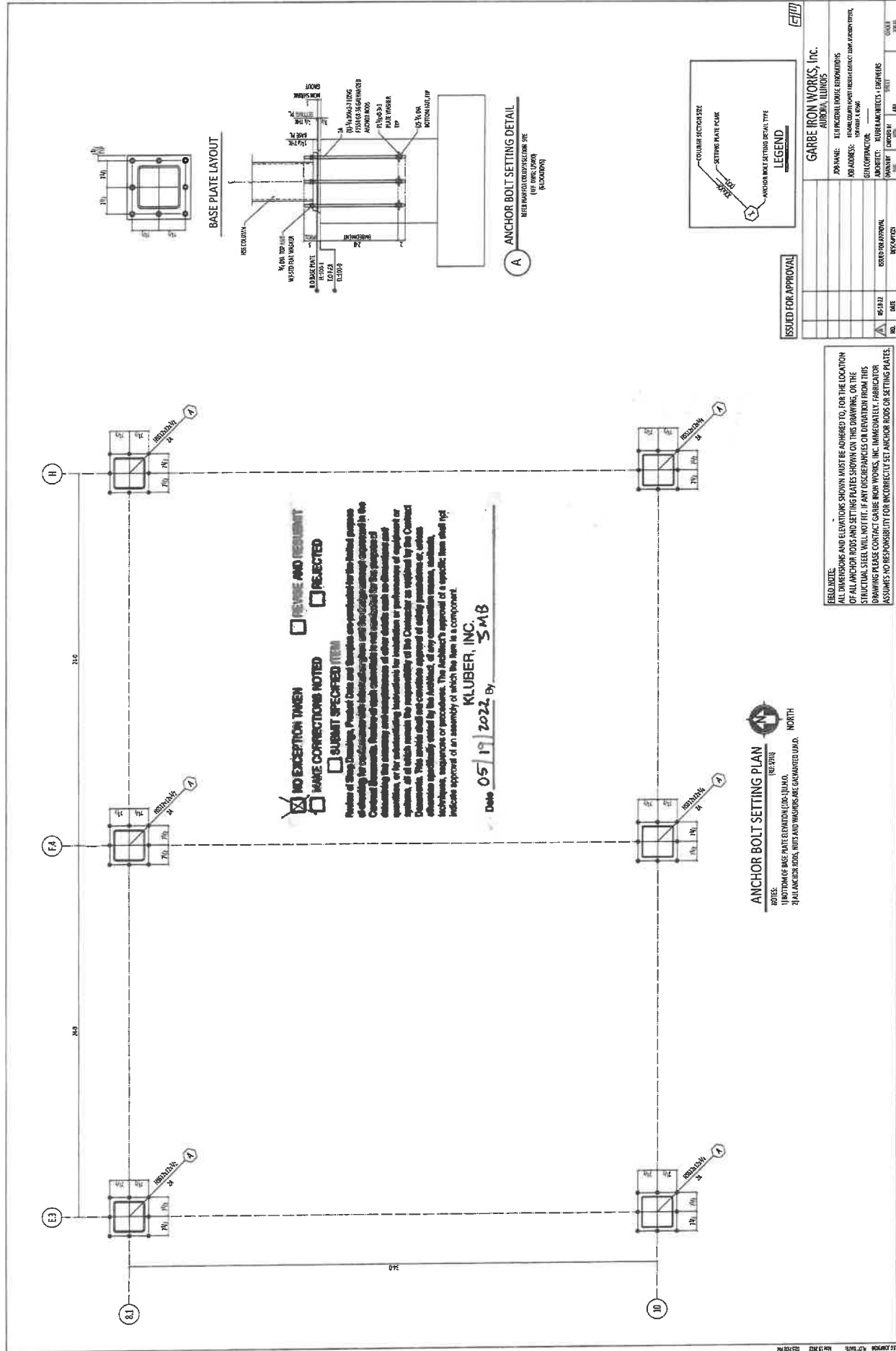
| Qty. | Date | Description |
|------|------------|--|
| 1 | 05/19/2022 | Submittal - 051200 - Structural Steel Framing SD |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

Reviewed
 For Your Information
 Please Comment
 Reply ASAP
 See Below

Remarks: No Exceptions Taken.

Copies to: Kluber, Inc. File

| | | |
|--|---|---|
| Bloomington Office 2401 East Washington Street Suite 200-B2 Bloomington, Illinois 61704 309.430.6460 | Chicago Office 222 South Riverside Street Plaza Suite 1500 Chicago, Illinois 60606 312.667.5670 | Aurora Office 41 W Benton Street Aurora, Illinois 60506 630.406.1213 |
|--|---|---|



NO EXCEPTION TAKEN
 MAKE CORRECTIONS NOTED
 SUBMIT SPECIFIED ITEM
 REVISE AND RESUBMIT
 REJECTED

Review of Shop Drawings, Product Data and Samples are completed for the initial purpose of identifying any discrepancies with the design and specifications. The Contractor shall be responsible for providing all necessary information and details such as dimensions, materials, or for obtaining approvals for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. This work shall not constitute approval of safety provisions or, unless otherwise specified, shall be the liability of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

Date 05/19/2022, by S M B

ANCHOR BOLT SETTING PLAN
 REF: 10
 NORTH

ISSUED FOR APPROVAL

| | | |
|-----|----------|--------------|
| NO. | DATE | REVISIONS |
| 1 | 05/19/22 | FOR APPROVAL |

LEGEND
 (Symbol) COLUMN SECTION SIZE
 (Symbol) SETTING PLATE MARK
 (Symbol) ANCHOR BOLT SETTING DETAIL TYPE

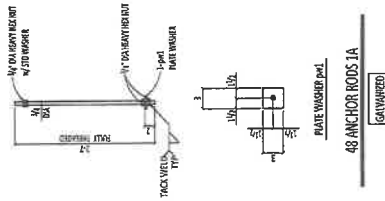
GARBE IRON WORKS, INC.
 GARBE, ILLINOIS
 JOB NAME: 151 FEDERAL HOUSE REHABILITATION
 JOB ADDRESS: 151 FEDERAL HOUSE REHABILITATION, 151 FEDERAL STREET, CHICAGO, IL 60604
 GFC CONTRACTOR: GARBE IRON WORKS, INC.
 ARCHITECT: KLUBER ARCHITECTS + ENGINEERS
 DRAWN BY: [Name] CHECKED BY: [Name] DATE: [Date] SCALE: [Scale]

FIELD NOTES:
 ALL DIMENSIONS AND ELEVATIONS SHOWN MUST BE ADHERED TO, FOR THE LOCATION OF ALL ANCHOR RODS AND SETTING PLATES SHOWN ON THIS DRAWING, OR THE STRUCTURAL STEEL WILL NOT FIT. IF ANY DISCREPANCIES OR DEVIATION FROM THIS DRAWING PLEASE CONTACT GARBE IRON WORKS, INC. IMMEDIATELY. FABRICATOR ASSUMES NO RESPONSIBILITY FOR INCORRECTLY SET ANCHOR RODS OR SETTING PLATES.

A B C D F H X M N P R T V W

BILL OF MATERIAL

| REV | NO | DATE | BY | CHKD | REVISION |
|-----|------------|------|----|------|----------|
| 1 | 01/15/2015 | JL | JK | JK | REVISED |
| 2 | 01/15/2015 | JL | JK | JK | REVISED |
| 3 | 01/15/2015 | JL | JK | JK | REVISED |
| 4 | 01/15/2015 | JL | JK | JK | REVISED |
| 5 | 01/15/2015 | JL | JK | JK | REVISED |
| 6 | 01/15/2015 | JL | JK | JK | REVISED |
| 7 | 01/15/2015 | JL | JK | JK | REVISED |
| 8 | 01/15/2015 | JL | JK | JK | REVISED |
| 9 | 01/15/2015 | JL | JK | JK | REVISED |
| 10 | 01/15/2015 | JL | JK | JK | REVISED |
| 11 | 01/15/2015 | JL | JK | JK | REVISED |
| 12 | 01/15/2015 | JL | JK | JK | REVISED |
| 13 | 01/15/2015 | JL | JK | JK | REVISED |
| 14 | 01/15/2015 | JL | JK | JK | REVISED |
| 15 | 01/15/2015 | JL | JK | JK | REVISED |
| 16 | 01/15/2015 | JL | JK | JK | REVISED |
| 17 | 01/15/2015 | JL | JK | JK | REVISED |
| 18 | 01/15/2015 | JL | JK | JK | REVISED |
| 19 | 01/15/2015 | JL | JK | JK | REVISED |
| 20 | 01/15/2015 | JL | JK | JK | REVISED |
| 21 | 01/15/2015 | JL | JK | JK | REVISED |
| 22 | 01/15/2015 | JL | JK | JK | REVISED |
| 23 | 01/15/2015 | JL | JK | JK | REVISED |
| 24 | 01/15/2015 | JL | JK | JK | REVISED |
| 25 | 01/15/2015 | JL | JK | JK | REVISED |
| 26 | 01/15/2015 | JL | JK | JK | REVISED |
| 27 | 01/15/2015 | JL | JK | JK | REVISED |
| 28 | 01/15/2015 | JL | JK | JK | REVISED |
| 29 | 01/15/2015 | JL | JK | JK | REVISED |
| 30 | 01/15/2015 | JL | JK | JK | REVISED |
| 31 | 01/15/2015 | JL | JK | JK | REVISED |
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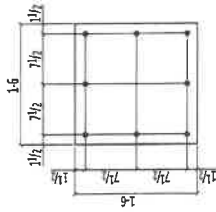


SHIP NOTES:
 MATERIALS:
 WELDS - FULL PEN.
 CLEAN - 100%
 FINISH - GALVANIZED PER ASTM A123

| | |
|--|-------------------|
| GARBEE IRON WORKS, Inc. | |
| 303 W. WASHINGTON ST. MILLVILLE, NJ 08261 | DATE: 05-12-11 |
| PHONE: 908-685-1234 | FAX: 908-685-1234 |
| EMAIL: info@garbee.com | PROJECT: 2015 |
| DRAWN BY: SJC | CHECKED BY: JLN |
| SHEET NO. 1 | TOTAL SHEETS 1 |

ABCDFHKNPRTYW

| LT | NO | QTY | DIMEN | | DESC | REQUIS | SQ | FT |
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| 9 | 6 | 1 | 1-6 | 1-6 | 6 | | | |
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| 11 | 6 | 1 | 1-6 | 1-6 | 6 | | | |
| 12 | 6 | 1 | 1-6 | 1-6 | 6 | | | |
| 13 | 6 | 1 | 1-6 | 1-6 | 6 | | | |
| 14 | 6 | 1 | 1-6 | 1-6 | 6 | | | |
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| 59 | 6 | 1 | 1-6 | 1-6 | 6 | | | |
| 60 | 6 | 1 | 1-6 | 1-6 | 6 | | | |



6 SETTING PLATES 2A

SHOP NOTES:
 MATERIALS - ASTM A36/DIN
 FINISH - POLISHED
 TOLERANCES - AS SHOWN
 UNLESS OTHERWISE SPECIFIED

GARBE IRON WORKS, Inc.
 100 HAVEN DRIVE, GARBE, MISSOURI 64530
 PHONE: (417) 438-1111
 FAX: (417) 438-1112
 E-MAIL: INFO@GARBEIRONWORKS.COM
 WWW.GARBEIRONWORKS.COM

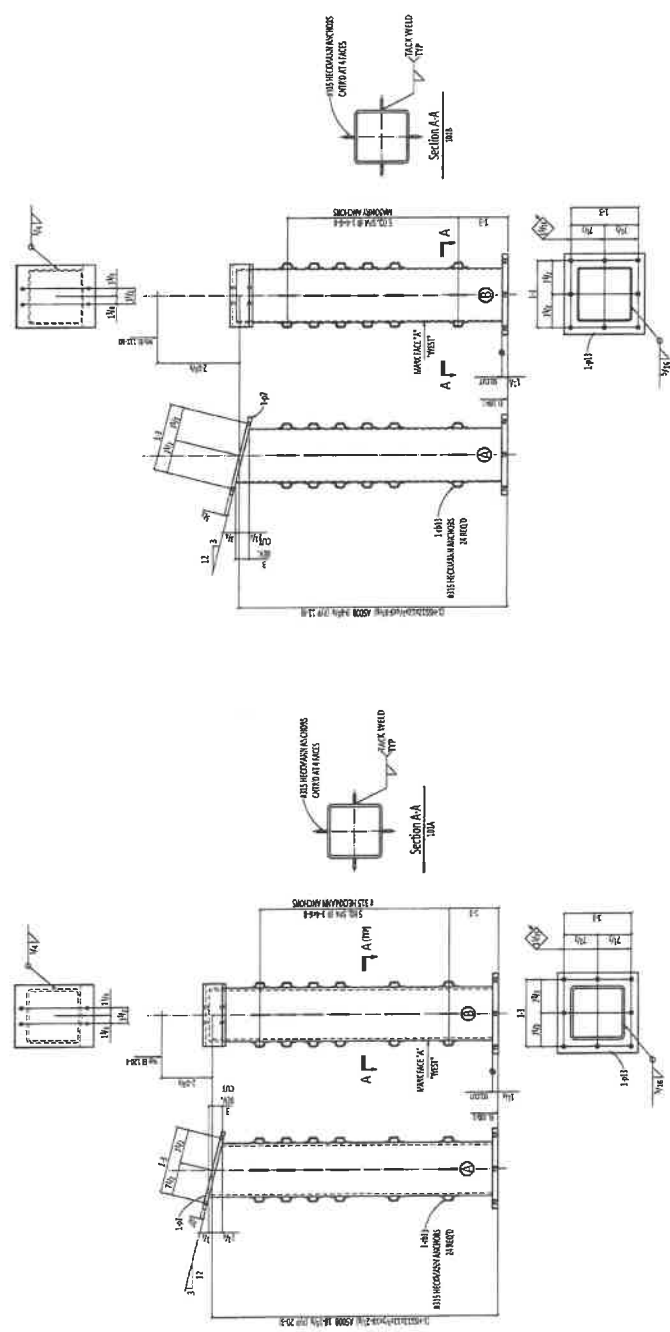
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| NO. | DATE | DESCRIPTION | DRAWN BY: SRS | CHECKED BY: JFH | SCALE |
| 1 | | | | | 2 |

16-KIN-000 1/12/2012 10:58 AM

a b c d e f g h i j k l m n o p q r s t u v w

BILL OF MATERIAL

| IN | NO | QTY | UNIT | DESCRIPTION | REMARKS |
|----|----|-----|------|-------------|---------|
| 1 | 1 | 1 | EA | WELDED | |
| 2 | 2 | 1 | EA | WELDED | |
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| 4 | 4 | 1 | EA | WELDED | |
| 5 | 5 | 1 | EA | WELDED | |
| 6 | 6 | 1 | EA | WELDED | |
| 7 | 7 | 1 | EA | WELDED | |
| 8 | 8 | 1 | EA | WELDED | |
| 9 | 9 | 1 | EA | WELDED | |
| 10 | 10 | 1 | EA | WELDED | |
| 11 | 11 | 1 | EA | WELDED | |
| 12 | 12 | 1 | EA | WELDED | |
| 13 | 13 | 1 | EA | WELDED | |
| 14 | 14 | 1 | EA | WELDED | |
| 15 | 15 | 1 | EA | WELDED | |
| 16 | 16 | 1 | EA | WELDED | |
| 17 | 17 | 1 | EA | WELDED | |
| 18 | 18 | 1 | EA | WELDED | |
| 19 | 19 | 1 | EA | WELDED | |
| 20 | 20 | 1 | EA | WELDED | |
| 21 | 21 | 1 | EA | WELDED | |
| 22 | 22 | 1 | EA | WELDED | |
| 23 | 23 | 1 | EA | WELDED | |
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| 26 | 26 | 1 | EA | WELDED | |
| 27 | 27 | 1 | EA | WELDED | |
| 28 | 28 | 1 | EA | WELDED | |
| 29 | 29 | 1 | EA | WELDED | |
| 30 | 30 | 1 | EA | WELDED | |
| 31 | 31 | 1 | EA | WELDED | |
| 32 | 32 | 1 | EA | WELDED | |
| 33 | 33 | 1 | EA | WELDED | |
| 34 | 34 | 1 | EA | WELDED | |
| 35 | 35 | 1 | EA | WELDED | |
| 36 | 36 | 1 | EA | WELDED | |
| 37 | 37 | 1 | EA | WELDED | |
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| 42 | 42 | 1 | EA | WELDED | |
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| 46 | 46 | 1 | EA | WELDED | |
| 47 | 47 | 1 | EA | WELDED | |
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| 53 | 53 | 1 | EA | WELDED | |
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| 57 | 57 | 1 | EA | WELDED | |
| 58 | 58 | 1 | EA | WELDED | |
| 59 | 59 | 1 | EA | WELDED | |
| 60 | 60 | 1 | EA | WELDED | |



3 COLUMNS 101A
 ALGRO.
 WELD.
 BLEM.
 BLEM.

3 COLUMNS 101B
 ALGRO.
 WELD.
 BLEM.
 BLEM.

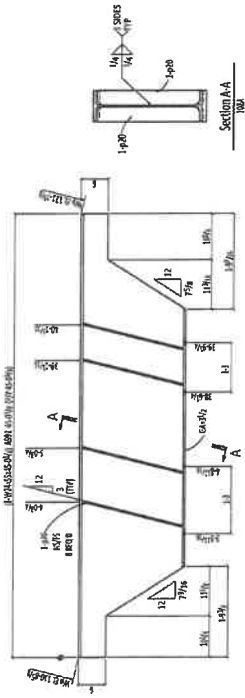
SHOP NOTES:
 HANDS - ANIMALS ONLY
 HOLES - 1/4" DIA
 WELD - EPOXY
 CLEAN - SPCC-52
 FINISH - STANDARD PRIMER

GARBE IRON WORKS, Inc.
 1000 W. 10th Street
 Minneapolis, MN 55408
 (612) 338-1111
 FAX (612) 338-1112
 DRAWN BY: SSG
 CHECKED BY: RHN
 DATE: 06/29/02
 DRAWING NO: 2065
 SHEET: 101

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BILL OF MATERIAL

| LT | NO | QTY | UOM | DESCRIPTION | REQD | ISS | REMARKS |
|----|----|-----|-----|------------------------|------|-----|---------|
| 1 | 1 | 1 | EA | 3/8" DIA | | | |
| 2 | 1 | 1 | EA | 1/2" DIA | | | |
| 3 | 1 | 1 | EA | 1/4" DIA | | | |
| 4 | 1 | 1 | EA | 1/8" DIA | | | |
| 5 | 1 | 1 | EA | 1/16" DIA | | | |
| 6 | 1 | 1 | EA | 1/32" DIA | | | |
| 7 | 1 | 1 | EA | 1/64" DIA | | | |
| 8 | 1 | 1 | EA | 1/128" DIA | | | |
| 9 | 1 | 1 | EA | 1/256" DIA | | | |
| 10 | 1 | 1 | EA | 1/512" DIA | | | |
| 11 | 1 | 1 | EA | 1/1024" DIA | | | |
| 12 | 1 | 1 | EA | 1/2048" DIA | | | |
| 13 | 1 | 1 | EA | 1/4096" DIA | | | |
| 14 | 1 | 1 | EA | 1/8192" DIA | | | |
| 15 | 1 | 1 | EA | 1/16384" DIA | | | |
| 16 | 1 | 1 | EA | 1/32768" DIA | | | |
| 17 | 1 | 1 | EA | 1/65536" DIA | | | |
| 18 | 1 | 1 | EA | 1/131072" DIA | | | |
| 19 | 1 | 1 | EA | 1/262144" DIA | | | |
| 20 | 1 | 1 | EA | 1/524288" DIA | | | |
| 21 | 1 | 1 | EA | 1/1048576" DIA | | | |
| 22 | 1 | 1 | EA | 1/2097152" DIA | | | |
| 23 | 1 | 1 | EA | 1/4194304" DIA | | | |
| 24 | 1 | 1 | EA | 1/8388608" DIA | | | |
| 25 | 1 | 1 | EA | 1/16777216" DIA | | | |
| 26 | 1 | 1 | EA | 1/33554432" DIA | | | |
| 27 | 1 | 1 | EA | 1/67108864" DIA | | | |
| 28 | 1 | 1 | EA | 1/134217728" DIA | | | |
| 29 | 1 | 1 | EA | 1/268435456" DIA | | | |
| 30 | 1 | 1 | EA | 1/536870912" DIA | | | |
| 31 | 1 | 1 | EA | 1/1073741824" DIA | | | |
| 32 | 1 | 1 | EA | 1/2147483648" DIA | | | |
| 33 | 1 | 1 | EA | 1/4294967296" DIA | | | |
| 34 | 1 | 1 | EA | 1/8589934592" DIA | | | |
| 35 | 1 | 1 | EA | 1/17179869184" DIA | | | |
| 36 | 1 | 1 | EA | 1/34359738368" DIA | | | |
| 37 | 1 | 1 | EA | 1/68719476736" DIA | | | |
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| 45 | 1 | 1 | EA | 1/17592186070016" DIA | | | |
| 46 | 1 | 1 | EA | 1/35184372140032" DIA | | | |
| 47 | 1 | 1 | EA | 1/70368744280064" DIA | | | |
| 48 | 1 | 1 | EA | 1/140737488560128" DIA | | | |
| 49 | 1 | 1 | EA | 1/281474977120256" DIA | | | |
| 50 | 1 | 1 | EA | 1/562949954240512" DIA | | | |



3 BEAMS 102A
 W 12x14
 172lb
 419in²

SWP NOTES:
 WELDS - ASTM A572
 BOLTS - ASTM A325
 WELD - E70XX
 CLEAN - SPCC37
 FINISH - STIMOMED PRIMER

GARBE IRON WORKS, Inc.

10000 GARBE DRIVE, SUITE 100, GARBE, MO 64038
 816.488.8888
 WWW.GARBEIRONWORKS.COM

DATE: 05/18/22
 DRAWN BY: SIG
 CHECKED BY: RHT
 SHEET: 102

EXHIBIT 2 –

MINIMUM INSURANCE REQUIREMENTS FOR VOLUNTEERS

Volunteer shall maintain insurance while rendering Volunteer Services that is at least as broad as the insurance provisions 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 District.

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

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.

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

Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if the Company 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.

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.)

Professional Liability (Errors and Omissions) Insurance: If applicable, Professional insurance appropriate to Volunteer's profession, with limit no less than \$2,000,000 per occurrence or claim and \$2,000,000 aggregate.

If Volunteer maintains broader coverage and/or higher limits than the minimums shown above, the Releasees shall be entitled to the broader coverage and/or the higher limits maintained by Volunteer. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Releasees.

Additional Insured Status: Releasees 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 Volunteer 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 Volunteer'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).

Primary Coverage: For any claims related to this Agreement, Volunteer's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 with respect to the

Releasees. Any insurance maintained by the Releasees shall be excess of Volunteer's insurance and shall not contribute with it.

Waiver of Subrogation: Volunteer hereby grants to the Releasees a waiver of any right to subrogation which any insurer of said Volunteer may acquire against the Releasees by virtue of the payment of any loss under such insurance. Volunteer 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 Releasees has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions: Self-insured retentions must be declared to and approved by the District. The District may require Volunteer to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the Releasees.

Claims Made Policies: If any of the required policies provide coverage on a claims-made basis, (1) the Retroactive Date must be shown and must be before the date of this Agreement or the beginning of the Volunteer Services; (2) insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Volunteer Services; and (3) if coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Volunteer must purchase "extended reporting" coverage for a minimum of five (5) years after completion of Volunteer Services.

Verification of Coverage: Volunteer shall furnish the District 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 District before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Volunteer's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors: The District shall require and verify that all of Volunteer's subcontractors, if any, maintain insurance meeting all the requirements stated herein, and Volunteer shall ensure that Releasees are additional insureds on insurance required from subcontractors.

Special Risks or Circumstances: The District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

EXHIBIT 3

KENDALL COUNTY FOREST PRESERVE DISTRICT KEN PICKERILL HOUSE VOLUNTEER PROJECT

VOLUNTEER ACKNOWLEDGMENT AND WAIVER AND RELEASE OF LIABILITY¹

I, _____ (*print full legal name*), am a worker of _____ (*print name of Volunteer Company*) (the “Company”) which has offered to volunteer its services to the Kendall County Forest Preserve District (“District”) for the project commonly known as the Ken Pickerill House Renovations (the “Project”). By signing below, I acknowledge that I will perform services on behalf of the Company for the benefit of the District (hereinafter referred to as “Volunteer Services”). I acknowledge that my execution of this Volunteer Acknowledgment and Waiver and Release of Liability (the “Waiver”) in no way creates a contract of employment with the District, Kendall County, Illinois, or their respective past, present and future elected officials, employees, insurers, and agents (collectively referred to herein as “Releasees”).

In consideration for being granted access to perform the Volunteer Services for the Project, the undersigned hereby affirms and agrees to the following:

1. **District Volunteer.** By signing my name below, I affirm that I am providing the Volunteer Services with no expectation or promise of compensation from the Releasees, and that I shall not receive any compensation from the Releasees for my Volunteer Services. Additionally, I understand and agree that Releasees shall not be liable for any compensation and benefits found due and owing to me for my Volunteer Services performed at the Project.
2. **Volunteer Requirements.** As a volunteer for the District, I agree to perform my Volunteer Services to the best of my ability and in a professional, safe and timely manner. I also agree to comply with the District’s General Use Ordinance, all applicable local, state and federal laws and regulations, and all District volunteer policies, safety rules, training, and directions.
3. **Acknowledgment and Acceptance of Risks.** I understand that my participation in the Volunteer Services involves certain risks. They include, without limitation: my lifting heavy objects or otherwise exerting myself; handling glass and other sharp materials; using hot or sharp objects or other tools; being exposed to dust, loud noises, machinery, and construction equipment; and interacting with and being in the presence of other volunteers, Releasees’ staff, contractors, and other people. I understand these risks include risks of injury, illness, death, and property damage or loss, and they may arise from my own actions or from the actions of others at or near the Project or encountered when traveling to perform my Volunteer Services. I understand that, even if everyone at the Project site follows all health and safety protocols, I may still be exposed to COVID-19 or other infectious diseases. By signing my name below, I affirm that I am voluntarily performing the Volunteer Services with knowledge of the hazards and potential dangers involved, and I agree to accept all risks set forth above.

¹ This Volunteer Acknowledgment and Waiver and Release must be signed by each worker prior to performing any Volunteer Services at the Project site.

4. **Medical Conditions.** I understand that I am solely responsible for knowing my own physical condition and my ability to perform the Volunteer Services. **By signing my name below, I acknowledge that I have been advised that I should consult with a physician before performing any Volunteer Services to determine if I have any physical or medical conditions that may affect my participation in the Project and, if any such physical or medical restrictions become known to me after my execution of this Waiver, I should not perform the Volunteer Services for Releasees.**

5. **Photography.** I consent for the Releasees to photograph, film and/or record me and to use such photographs and recordings and my name for promotional and/or publicity purposes. I give permission to Releasees to use my likeness in photographs, videos, and other digital media (“photo”) in their publications, including web-based publications/websites, without payment or other consideration. I agree that all photos taken by or on behalf of the Releasees will become the property of the Releasees. I hereby irrevocably authorize the Releasees to edit, copy, publish, and distribute these photos for any lawful purpose. I waive any right to inspect or approve the finished product and any right to royalties or other compensation related to the use of the photo.

6. **Waiver and Release of Claims.** I agree that I, and my assignees, heirs, guardians, and legal representatives, will not make a claim against or sue the Releasees for injury or damage resulting from the acts or omissions, however caused, by Releasees relating to my Volunteer Services. I understand that, if I am injured in the course of performing Volunteer Services on the Project, I am *not* covered by the Releasees’ workers’ compensation and/or liability insurance.

7. **Authorization to Seek Emergency Medical Treatment.** I authorize the Company and the Releasees to seek emergency medical treatment on my behalf in case of injury, accident or illness to me arising from my involvement as a volunteer at the Project. I understand and agree the Releasees shall *not* be responsible for payment of any medical, dental and vision care expenses and for any other expenses and damages that I sustain from such injury, accident and/or illness.

8. **Severability.** If any provision of this Waiver is found to be invalid or unenforceable by a court of competent jurisdiction, that provision shall be severed from this Waiver with the remaining provisions of this Waiver to remain valid and enforceable to the fullest extent allowed by law.

I READ THIS AGREEMENT AND ACCEPT ITS TERMS. I KNOW THIS IS A RELEASE OF LIABILITY, AND SIGN IT OF MY OWN FREE WILL.

 Volunteer (print name)

 Volunteer’s Signature

 Date

Received by:

 On behalf of the Kendall County Forest Preserve District

 Date

**KENDALL COUNTY FOREST PRESERVE DISTRICT
PICKERILL HOUSE VOLUNTEER PROJECT**

The Kendall County Forest Preserve District (“District”) has started renovations of the Pickerills’ former estate (hereinafter referred to as “the Project”). The District appreciates your business’ interest in volunteering its services, labor, and/or materials toward this Project to honor the legacy and philanthropic spirit of the late Ken and Jacqueline Pickerill.

Please complete the below Volunteer Business Commitment Agreement and Waiver and Release of Liability Form on behalf of your business and return it to the District’s Executive Director, Dave Guritz prior to performing any volunteer work on the Project. We thank you for your continued support of the District, the Pickerills’ legacy, and this important Project!

**VOLUNTEER BUSINESS COMMITMENT AGREEMENT AND
WAIVER AND RELEASE OF LIABILITY (“AGREEMENT”)**

Volunteer’s Full Legal Name: Dry County Enterprises, Inc.
Volunteer’s Contact Person: Dave Hardey and Jeff Wehrli
Mailing Address: 34 Countryview Drive
Yorkville, IL 60560
Telephone Number: (630) 742-8363
Email Address: info@giwinc.com

In consideration for being granted access to perform the Volunteer Services for the District’s Project, **Dry County Enterprises, Inc.**, an Illinois corporation licensed to do business in the State of Illinois, (hereinafter “Volunteer”) hereby affirms and agrees to the following:

1. **Commitment to Provide Volunteer Services.** By signing below, Volunteer commits to providing the following donated labor, services and materials for the Project at no cost to the District (hereinafter referred to collectively as “Volunteer Services”):
 - a. Volunteer will demolish existing concrete walkways including brick removal from the patio, excavate soils per specifications, and install stone base purchased and delivered to the site by the District at the Project site in accordance with the specifications set forth in **Exhibit 1**. To complete this work, Volunteer agrees to:
 - i. Maintain insurance while rendering Volunteer Services that is at least as broad as the insurance provisions set forth in the attached **Exhibit 2**.
 - ii. Provide five to ten volunteers/officers/employees/workers/agents (hereinafter “workers”) to perform the Volunteer Services.
 - iii. Ensure that each worker assigned by Volunteer to perform Volunteer Services at the Project site signs and returns the Volunteer Acknowledgment and Waiver Form attached hereto as **Exhibit 3** and returns it to the District’s Executive Director before the Volunteer’s worker performs any work at the Project site.

- iv. Completes the Volunteer Services within approximately three to four weeks after Volunteer begins the work set forth in this Agreement. Volunteer will coordinate its schedule with the District's Executive Director or designee so that all Volunteer Services are provided in a timely manner, and Volunteer agrees to promptly notify the District's Executive Director if any scheduling changes become necessary.
 - v. Provide its own tools, equipment, and supplies to perform the Volunteer Services.
 - vi. Ensure all Volunteer Services are carried out by Volunteer's competent and properly trained workers to the highest standards and to the satisfaction of the District. Volunteer ensures all Volunteer Services, materials and components 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.
 - vii. Comply with the District's General Use Ordinance, all terms and conditions set forth in this Agreement, all applicable local, state and federal laws and regulations, and all District volunteer policies, safety rules, and directions.
 - viii. Participate in any safety training required by the District and ensure Volunteer's workers use all safety equipment required by the District while at the Project site.
2. **Volunteer Status.** Volunteer is providing the Volunteer Services to the District for civic, charitable, or humanitarian reasons, and Volunteer is doing so freely and without coercion from the District, Kendall County, Illinois and their respective elected officials, contractors, employees, and agents (hereinafter referred to collectively as "Releasees"). Volunteer shall pay all wages, benefits and all other compensation due and owing to Volunteer's workers for the Volunteer Services, and Volunteer shall be solely responsible for making all required payroll deductions and other tax and wage withholdings for Volunteer's workers. Volunteer shall obtain appropriate insurance coverage for the benefit of the Volunteer's workers and agrees that Releasees are not responsible for providing any insurance coverage for the benefit of the Volunteer and Volunteer's workers.
3. **No Compensation.** Volunteer affirms it is providing the Volunteer Services at no cost to the Releasees. Volunteer shall not be reimbursed by the District for any expenses, fees (including attorneys' fees and expert fees), damages, penalties, interest, and costs incurred by Volunteer while performing the Volunteer Services.
4. **Volunteer Certifications.** Volunteer understands and agrees to the following:
- a. If Volunteer pays its workers to perform the Volunteer Services, Volunteer understands that such Volunteer Services are subject to the requirements of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 *et seq.* ("the Act"). The Act requires Volunteer to pay its workers to perform services on the Project no less than the current "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed (i.e., Kendall County) and to comply with all notice and record keeping duties.

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 Volunteer must check the Department’s website for revisions to prevailing wage rates.

- b. Volunteer and Volunteer’s workers agree not to commit unlawful discrimination/unlawful harassment and further 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, the Illinois Public Works Employment Discrimination Act, 775 ILCS 10/0.01 *et seq.*, as amended, and all applicable rules and regulations. To the extent required by law, Volunteer shall maintain a written sexual harassment policy that complies with the requirements of 775 ILCS 5/2-105 and shall comply with all fair employment practices and equal employment opportunity/affirmative action requirements set forth in applicable state and federal laws and regulations.
- c. Volunteer agrees to comply with all applicable 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.*
- d. When applicable, Volunteer 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.*
- e. If, during the term of this 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 Public Works Act”), Volunteer agrees to employ Illinois laborers on this Project in accordance with the Act. Volunteer understands the Public Works 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.
- f. If, during the term of the Agreement, the District notifies the Volunteer in writing that federal funds in excess of \$2,000 are being used to fund the Project, Volunteer agrees to comply with the Davis Beacon Act, 40 U.S.C. 3141 *et seq.* The Davis-Bacon and Related Acts, apply to contractors performing work on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. When applicable, the Davis-Bacon Act and Related Act requires such contractors to pay their laborers employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area. The Davis-Bacon Act directs the U.S. Department of Labor to determine such locally prevailing wage rates. The Davis-Bacon Act prevailing wage provisions apply to the “Related Acts,” under which federal agencies assist

construction projects through grants, loans, loan guarantees, and insurance (e.g., the American Recovery and Reinvestment Act of 2009, the American Rescue Plan Act, etc.)

5. **Photography**. Volunteer understands there is considerable community interest and involvement in the Project, and photographers may be present to memorialize the construction of the Project. Volunteer grants the Releasees permission to use its name, logos, and trademarks, regardless of whether such trademarks are registered with the United States Patent and Trademark Office, in photographs, videos, or other digital media (“photo”) in all publications, including web-based publications, or on its website, without payment or other consideration. Volunteer agrees that all photos taken by the Releasees or on behalf of the Releasees will become the property of the District. Volunteer irrevocably authorizes the Releasees to edit, alter, copy, exhibit, publish, or distribute these photos for any lawful purpose. Volunteer also waives any right to inspect or approve the finished product wherein its name, logos or trademarks appears and waives any right to royalties or other compensation arising or related to the use of the photo.

6. **Waiver and Release of Claims**. Volunteer is aware that Volunteer’s workers’ participation in the Volunteer Services for this Project involve certain risks including, without limitation: lifting heavy objects; handling glass and other sharp materials; using hot or sharp objects or other tools; being exposed to dust, loud noises, machinery, and construction equipment; and interacting with and being in the presence of other volunteers, Releasees’ staff, contractors, and other people. Volunteer understands these risks include risks of injury, illness, death, and property damage or loss, and that they may arise from my own actions or from the actions of others at or near the Project or encountered when traveling to perform some of the Volunteer Services, if needed, offsite. Volunteer also understands that, even if the Releasees, Volunteer, and other persons present at the Project site follow all health and safety protocols, Volunteer’s workers’ may still be exposed to COVID-19 or other infectious diseases.

Knowing the risks described above, Volunteer agrees, on behalf of itself, Volunteers’ workers, parent companies, subsidiaries, and assigns to assume all the risks and responsibilities surrounding the Volunteer Services. Volunteer shall indemnify, hold harmless and defend with counsel of the Releasees’ own choosing, the 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 (collectively, the “Claims”) regarding and relating to the Volunteer Services performed by Volunteer and Volunteer’s workers. No attorney may be assigned to represent the Releasees unless the Kendall County State’s Attorney has pre-approved the appointment of the attorney to represent the Releasees. Releasees’ participation in its defense shall not remove my 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.

7. **Kotecki Waiver**. Volunteer agrees to assume all liability for all personal injury claims asserted and suffered by Volunteer’s workers on the Project; waives any limitation of liability defense based upon the Workers’ Compensation Act, court interpretations of said Workers’ Compensation Act or otherwise; and, to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend the Releasees from and against all such loss, expense, damage or

injury, including attorneys' and experts' fees, that Releasees may sustain as a result of such claims, except to the extent that Illinois law prohibits indemnity for the Releasees' own negligence. Releasees are designated and recognized as explicit third-party beneficiaries of this Kotecki entered into in furtherance of this Agreement. This Kotecki Waiver shall survive termination of the Agreement.

- 8. **Waiver of Lien.** Volunteer hereby waives any claim of lien against Releasees' property on behalf of Volunteer and Volunteer's workers. Upon completion of the Project, Volunteer shall tender to the District a final waiver of lien for all subcontractors and suppliers, if any, were used by Volunteer to perform the Volunteer Services.
- 9. **Certification.** Volunteer certifies that Volunteer, 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). Volunteer further certifies by signing this Agreement that Volunteer, 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.*; 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 Volunteer made an admission of guilt of such conduct.
- 10. **Severability.** If any provision of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, that provision shall be severed from this Agreement with the remaining provisions of this Agreement to remain valid and enforceable to the fullest extent allowed by law.
- 11. **Term of Agreement.** This Agreement shall be effective as of the date of final signature below and shall continue in force and effect until the Volunteer Services have been fully completed to the satisfaction of the District. This Agreement may be terminated at anytime by either party upon providing written notice to the other party to this Agreement.

I HAVE READ THIS AGREEMENT AND UNDERSTAND ITS CONTENTS. I HAVE LEGAL AUTHORITY TO BIND VOLUNTEER TO THE TERMS OF THIS AGREEMENT AND INDEMNIFY RELEASEES FOR ANY DETRIMENTAL RELIANCE SUFFERED BY THEM FOR THEIR RELIANCE UPON MY AFFIRMATION. I AM AWARE THIS IS A RELEASE OF LIABILITY, AND SIGN IT ON BEHALF OF VOLUNTEER OF MY OWN FREE WILL.

By: _____
Date

Printed Name _____
Title

Received by:

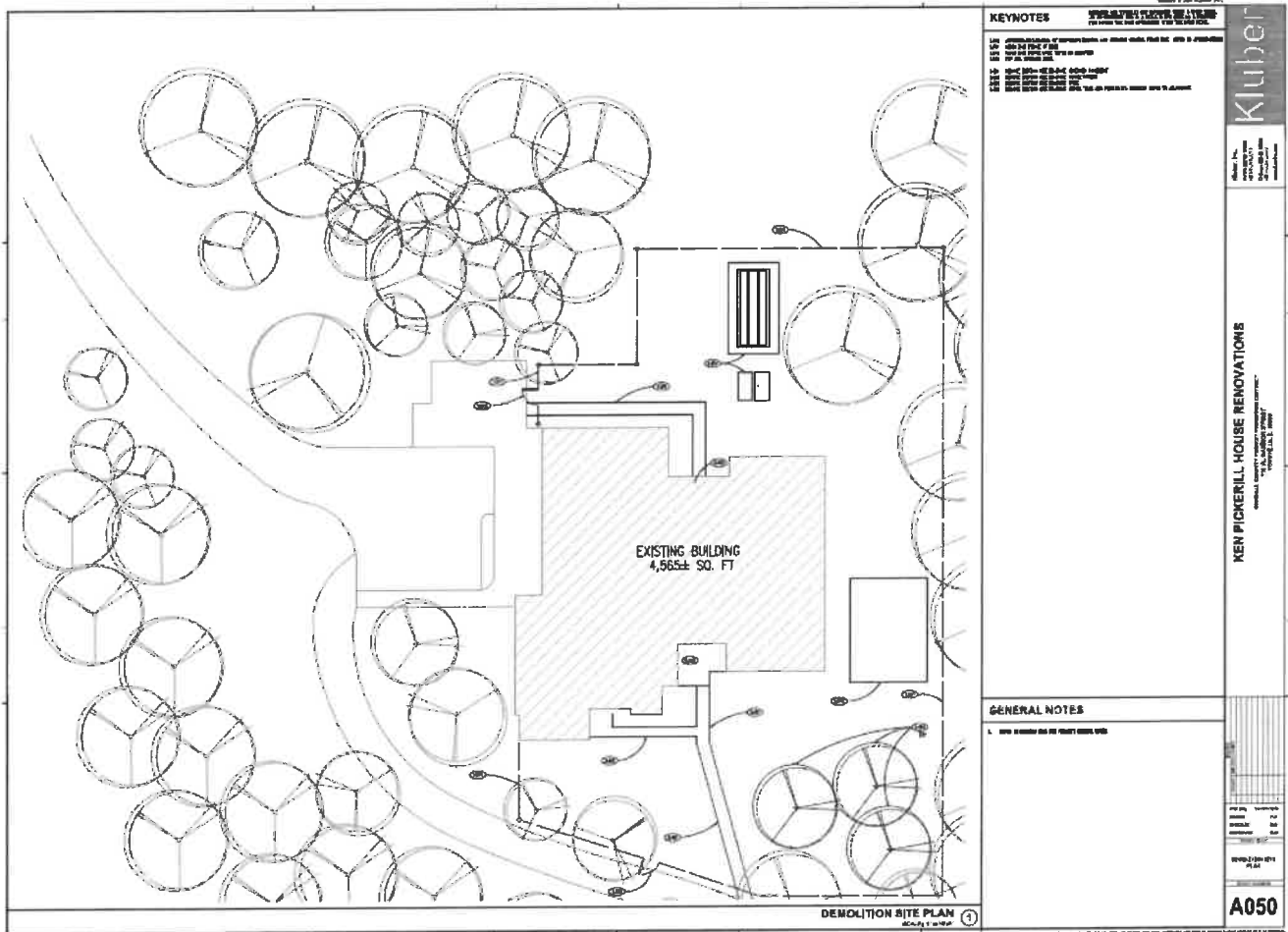
On behalf of the Kendall County Forest Preserve District _____
Date

EXHIBIT 1-

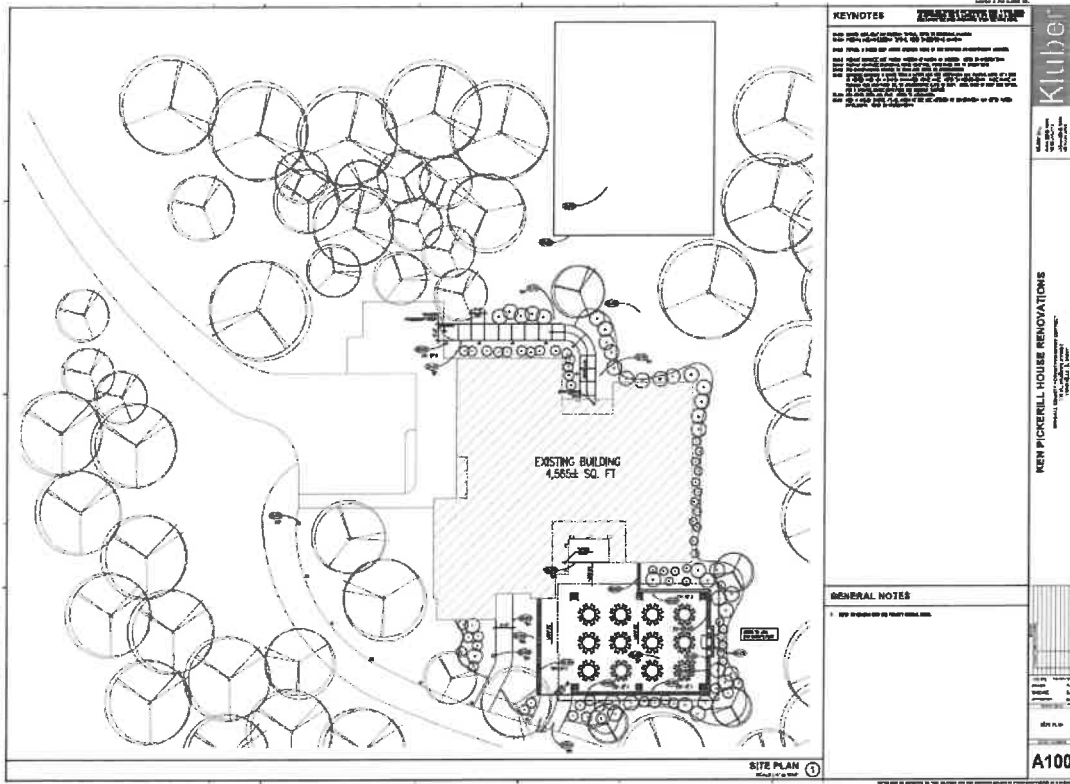
APPLICABLE PROJECT SPECIFICATIONS

Ken Pickerill House Renovations Project Drawings

A050 Demolition Site Plan



A100 Site Plan



A311 Canopy and Patio Plan

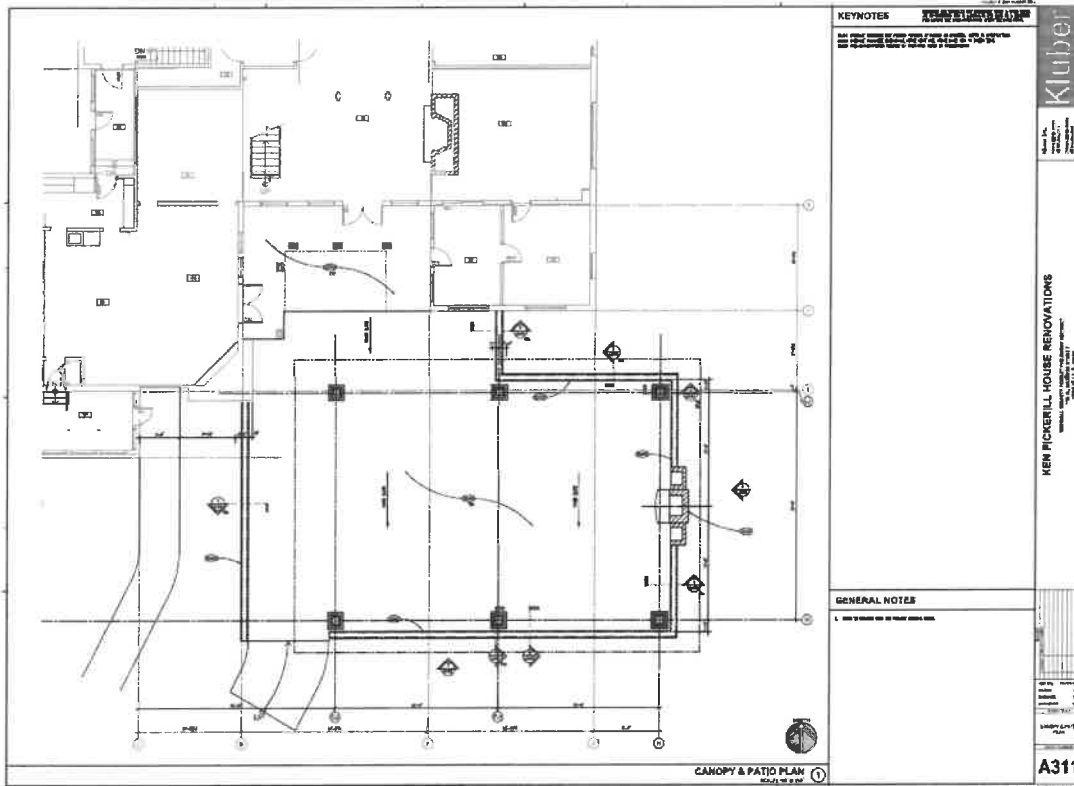


EXHIBIT 2 –

MINIMUM INSURANCE REQUIREMENTS FOR VOLUNTEERS

Volunteer shall maintain insurance while rendering Volunteer Services that is at least as broad as the insurance provisions 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 District.

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

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.

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

Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if the Company 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.

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.)

Professional Liability (Errors and Omissions) Insurance: If applicable, Professional insurance appropriate to Volunteer's profession, with limit no less than \$2,000,000 per occurrence or claim and \$2,000,000 aggregate.

If Volunteer maintains broader coverage and/or higher limits than the minimums shown above, the Releasees shall be entitled to the broader coverage and/or the higher limits maintained by Volunteer. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Releasees.

Additional Insured Status: Releasees 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 Volunteer 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 Volunteer'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).

Primary Coverage: For any claims related to this Agreement, Volunteer's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 with respect to the

Releasees. Any insurance maintained by the Releasees shall be excess of Volunteer's insurance and shall not contribute with it.

Waiver of Subrogation: Volunteer hereby grants to the Releasees a waiver of any right to subrogation which any insurer of said Volunteer may acquire against the Releasees by virtue of the payment of any loss under such insurance. Volunteer 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 Releasees has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions: Self-insured retentions must be declared to and approved by the District. The District may require Volunteer to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the Releasees.

Claims Made Policies: If any of the required policies provide coverage on a claims-made basis, (1) the Retroactive Date must be shown and must be before the date of this Agreement or the beginning of the Volunteer Services; (2) insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Volunteer Services; and (3) if coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Volunteer must purchase "extended reporting" coverage for a minimum of five (5) years after completion of Volunteer Services.

Verification of Coverage: Volunteer shall furnish the District 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 District before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Volunteer's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors: The District shall require and verify that all of Volunteer's subcontractors, if any, maintain insurance meeting all the requirements stated herein, and Volunteer shall ensure that Releasees are additional insureds on insurance required from subcontractors.

Special Risks or Circumstances: The District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

EXHIBIT 3

KENDALL COUNTY FOREST PRESERVE DISTRICT KEN PICKERILL HOUSE VOLUNTEER PROJECT

VOLUNTEER ACKNOWLEDGMENT AND WAIVER AND RELEASE OF LIABILITY¹

I, _____ (*print full legal name*), am a worker of _____ (*print name of Volunteer Company*) (the “Company”) which has offered to volunteer its services to the Kendall County Forest Preserve District (“District”) for the project commonly known as the Ken Pickerill House Renovations (the “Project”). By signing below, I acknowledge that I will perform services on behalf of the Company for the benefit of the District (hereinafter referred to as “Volunteer Services”). I acknowledge that my execution of this Volunteer Acknowledgment and Waiver and Release of Liability (the “Waiver”) in no way creates a contract of employment with the District, Kendall County, Illinois, or their respective past, present and future elected officials, employees, insurers, and agents (collectively referred to herein as “Releasees”).

In consideration for being granted access to perform the Volunteer Services for the Project, the undersigned hereby affirms and agrees to the following:

1. **District Volunteer.** By signing my name below, I affirm that I am providing the Volunteer Services with no expectation or promise of compensation from the Releasees, and that I shall not receive any compensation from the Releasees for my Volunteer Services. Additionally, I understand and agree that Releasees shall not be liable for any compensation and benefits found due and owing to me for my Volunteer Services performed at the Project.
2. **Volunteer Requirements.** As a volunteer for the District, I agree to perform my Volunteer Services to the best of my ability and in a professional, safe and timely manner. I also agree to comply with the District’s General Use Ordinance, all applicable local, state and federal laws and regulations, and all District volunteer policies, safety rules, training, and directions.
3. **Acknowledgment and Acceptance of Risks.** I understand that my participation in the Volunteer Services involves certain risks. They include, without limitation: my lifting heavy objects or otherwise exerting myself; handling glass and other sharp materials; using hot or sharp objects or other tools; being exposed to dust, loud noises, machinery, and construction equipment; and interacting with and being in the presence of other volunteers, Releasees’ staff, contractors, and other people. I understand these risks include risks of injury, illness, death, and property damage or loss, and they may arise from my own actions or from the actions of others at or near the Project or encountered when traveling to perform my Volunteer Services. I understand that, even if everyone at the Project site follows all health and safety protocols, I may still be exposed to COVID-19 or other infectious diseases. By signing my name below, I affirm that I am voluntarily performing the Volunteer Services with knowledge of the hazards and potential dangers involved, and I agree to accept all risks set forth above.

¹ This Volunteer Acknowledgment and Waiver and Release must be signed by each worker prior to performing any Volunteer Services at the Project site.

4. **Medical Conditions.** I understand that I am solely responsible for knowing my own physical condition and my ability to perform the Volunteer Services. **By signing my name below, I acknowledge that I have been advised that I should consult with a physician before performing any Volunteer Services to determine if I have any physical or medical conditions that may affect my participation in the Project and, if any such physical or medical restrictions become known to me after my execution of this Waiver, I should not perform the Volunteer Services for Releasees.**

5. **Photography.** I consent for the Releasees to photograph, film and/or record me and to use such photographs and recordings and my name for promotional and/or publicity purposes. I give permission to Releasees to use my likeness in photographs, videos, and other digital media (“photo”) in their publications, including web-based publications/websites, without payment or other consideration. I agree that all photos taken by or on behalf of the Releasees will become the property of the Releasees. I hereby irrevocably authorize the Releasees to edit, copy, publish, and distribute these photos for any lawful purpose. I waive any right to inspect or approve the finished product and any right to royalties or other compensation related to the use of the photo.

6. **Waiver and Release of Claims.** I agree that I, and my assignees, heirs, guardians, and legal representatives, will not make a claim against or sue the Releasees for injury or damage resulting from the acts or omissions, however caused, by Releasees relating to my Volunteer Services. I understand that, if I am injured in the course of performing Volunteer Services on the Project, I am *not* covered by the Releasees’ workers’ compensation and/or liability insurance.

7. **Authorization to Seek Emergency Medical Treatment.** I authorize the Company and the Releasees to seek emergency medical treatment on my behalf in case of injury, accident or illness to me arising from my involvement as a volunteer at the Project. I understand and agree the Releasees shall *not* be responsible for payment of any medical, dental and vision care expenses and for any other expenses and damages that I sustain from such injury, accident and/or illness.

8. **Severability.** If any provision of this Waiver is found to be invalid or unenforceable by a court of competent jurisdiction, that provision shall be severed from this Waiver with the remaining provisions of this Waiver to remain valid and enforceable to the fullest extent allowed by law.

I READ THIS AGREEMENT AND ACCEPT ITS TERMS. I KNOW THIS IS A RELEASE OF LIABILITY, AND SIGN IT OF MY OWN FREE WILL.

 Volunteer (print name)

 Volunteer’s Signature

 Date

Received by:

 On behalf of the Kendall County Forest Preserve District

 Date

**KENDALL COUNTY FOREST PRESERVE DISTRICT
PICKERILL HOUSE VOLUNTEER PROJECT**

The Kendall County Forest Preserve District (“District”) has started renovations of the Pickerills’ former estate (hereinafter referred to as “the Project”). The District appreciates your business’ interest in volunteering its services, labor, and/or materials toward this Project to honor the legacy and philanthropic spirit of the late Ken and Jacqueline Pickerill.

Please complete the below Volunteer Business Commitment Agreement and Waiver and Release of Liability Form on behalf of your business and return it to the District’s Executive Director, Dave Guritz prior to performing any volunteer work on the Project. We thank you for your continued support of the District, the Pickerills’ legacy, and this important Project!

**VOLUNTEER BUSINESS COMMITMENT AGREEMENT AND
WAIVER AND RELEASE OF LIABILITY (“AGREEMENT”)**

| | |
|-------------------------------------|--|
| Volunteer’s Full Legal Name: | Stanley Buildings and Properties |
| Volunteer’s Contact Person: | Bruce Stanley |
| Mailing Address: | PO Box 992 Oswego, IL 60543 |
| Telephone Number: | (630) 417-0863 |
| Email Address: | stanleybuildings@gmail.com |

In consideration for being granted access to perform the Volunteer Services for the District’s Project, **Stanley Buildings and Properties**, an Illinois corporation licensed to do business in the State of Illinois, (hereinafter “Volunteer”) hereby affirms and agrees to the following:

1. **Commitment to Provide Volunteer Services.** By signing below, Volunteer commits to providing the following donated labor, services and materials for the Project at no cost to the District (hereinafter referred to collectively as “Volunteer Services”):
 - a. Volunteer will complete demolition of patio bricking and existing walkways, and framing and finishing of concrete walkways and steel column support footings per specifications, and coordinate installation and finishing of concrete to be delivered to the site by the District at the Project site in accordance with the specifications set forth in **Exhibit 1**. To complete this work, Volunteer agrees to:
 - i. Maintain insurance while rendering Volunteer Services that is at least as broad as the insurance provisions set forth in the attached **Exhibit 2**.
 - ii. Provide one to two volunteers/officers/employees/workers/agents (hereinafter “workers”) to perform the Volunteer Services.
 - iii. Ensure that each worker assigned by Volunteer to perform Volunteer Services at the Project site signs and returns the Volunteer Acknowledgment and Waiver Form attached hereto as **Exhibit 3** and returns it to the District’s Executive Director before the Volunteer’s worker performs any work at the Project site.

- iv. Completes the Volunteer Services within approximately three to four weeks after Volunteer begins the work set forth in this Agreement. Volunteer will coordinate its schedule with the District's Executive Director or designee so that all Volunteer Services are provided in a timely manner, and Volunteer agrees to promptly notify the District's Executive Director if any scheduling changes become necessary.
 - v. Provide its own tools, equipment, and supplies to perform the Volunteer Services.
 - vi. Ensure all Volunteer Services are carried out by Volunteer's competent and properly trained workers to the highest standards and to the satisfaction of the District. Volunteer ensures all Volunteer Services, materials and components 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.
 - vii. Comply with the District's General Use Ordinance, all terms and conditions set forth in this Agreement, all applicable local, state and federal laws and regulations, and all District volunteer policies, safety rules, and directions.
 - viii. Participate in any safety training required by the District and ensure Volunteer's workers use all safety equipment required by the District while at the Project site.
2. **Volunteer Status.** Volunteer is providing the Volunteer Services to the District for civic, charitable, or humanitarian reasons, and Volunteer is doing so freely and without coercion from the District, Kendall County, Illinois and their respective elected officials, contractors, employees, and agents (hereinafter referred to collectively as "Releasees"). Volunteer shall pay all wages, benefits and all other compensation due and owing to Volunteer's workers for the Volunteer Services, and Volunteer shall be solely responsible for making all required payroll deductions and other tax and wage withholdings for Volunteer's workers. Volunteer shall obtain appropriate insurance coverage for the benefit of the Volunteer's workers and agrees that Releasees are not responsible for providing any insurance coverage for the benefit of the Volunteer and Volunteer's workers.
3. **No Compensation.** Volunteer affirms it is providing the Volunteer Services at no cost to the Releasees. Volunteer shall not be reimbursed by the District for any expenses, fees (including attorneys' fees and expert fees), damages, penalties, interest, and costs incurred by Volunteer while performing the Volunteer Services.
4. **Volunteer Certifications.** Volunteer understands and agrees to the following:
- a. If Volunteer pays its workers to perform the Volunteer Services, Volunteer understands that such Volunteer Services are subject to the requirements of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 *et seq.* ("the Act"). The Act requires Volunteer to pay its workers to perform services on the Project no less than the current "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is

performed (i.e., Kendall County) and to comply with all notice and record keeping duties. 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 Volunteer must check the Department’s website for revisions to prevailing wage rates.

- b. Volunteer and Volunteer’s workers agree not to commit unlawful discrimination/unlawful harassment and further 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, the Illinois Public Works Employment Discrimination Act, 775 ILCS 10/0.01 *et seq.*, as amended, and all applicable rules and regulations. To the extent required by law, Volunteer shall maintain a written sexual harassment policy that complies with the requirements of 775 ILCS 5/2-105 and shall comply with all fair employment practices and equal employment opportunity/affirmative action requirements set forth in applicable state and federal laws and regulations.
- c. Volunteer agrees to comply with all applicable 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.*
- d. When applicable, Volunteer 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.*
- e. If, during the term of this 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 Public Works Act”), Volunteer agrees to employ Illinois laborers on this Project in accordance with the Act. Volunteer understands the Public Works 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.
- f. If, during the term of the Agreement, the District notifies the Volunteer in writing that federal funds in excess of \$2,000 are being used to fund the Project, Volunteer agrees to comply with the Davis Beacon Act, 40 U.S.C. 3141 *et seq.* The Davis-Bacon and Related Acts, apply to contractors performing work on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. When applicable, the Davis-Bacon Act and Related Act requires such contractors to pay their laborers employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area. The Davis-Bacon Act directs the U.S. Department of Labor to determine such locally prevailing wage rates. The Davis-Bacon Act prevailing wage provisions apply to the “Related Acts,” under which federal agencies assist

construction projects through grants, loans, loan guarantees, and insurance (e.g., the American Recovery and Reinvestment Act of 2009, the American Rescue Plan Act, etc.)

5. **Photography**. Volunteer understands there is considerable community interest and involvement in the Project, and photographers may be present to memorialize the construction of the Project. Volunteer grants the Releasees permission to use its name, logos, and trademarks, regardless of whether such trademarks are registered with the United States Patent and Trademark Office, in photographs, videos, or other digital media (“photo”) in all publications, including web-based publications, or on its website, without payment or other consideration. Volunteer agrees that all photos taken by the Releasees or on behalf of the Releasees will become the property of the District. Volunteer irrevocably authorizes the Releasees to edit, alter, copy, exhibit, publish, or distribute these photos for any lawful purpose. Volunteer also waives any right to inspect or approve the finished product wherein its name, logos or trademarks appears and waives any right to royalties or other compensation arising or related to the use of the photo.

6. **Waiver and Release of Claims**. Volunteer is aware that Volunteer’s workers’ participation in the Volunteer Services for this Project involve certain risks including, without limitation: lifting heavy objects; handling glass and other sharp materials; using hot or sharp objects or other tools; being exposed to dust, loud noises, machinery, and construction equipment; and interacting with and being in the presence of other volunteers, Releasees’ staff, contractors, and other people. Volunteer understands these risks include risks of injury, illness, death, and property damage or loss, and that they may arise from my own actions or from the actions of others at or near the Project or encountered when traveling to perform some of the Volunteer Services, if needed, offsite. Volunteer also understands that, even if the Releasees, Volunteer, and other persons present at the Project site follow all health and safety protocols, Volunteer’s workers’ may still be exposed to COVID-19 or other infectious diseases.

Knowing the risks described above, Volunteer agrees, on behalf of itself, Volunteers’ workers, parent companies, subsidiaries, and assigns to assume all the risks and responsibilities surrounding the Volunteer Services. Volunteer shall indemnify, hold harmless and defend with counsel of the Releasees’ own choosing, the 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 (collectively, the “Claims”) regarding and relating to the Volunteer Services performed by Volunteer and Volunteer’s workers. No attorney may be assigned to represent the Releasees unless the Kendall County State’s Attorney has pre-approved the appointment of the attorney to represent the Releasees. Releasees’ participation in its defense shall not remove my 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.

7. **Kotecki Waiver**. Volunteer agrees to assume all liability for all personal injury claims asserted and suffered by Volunteer’s workers on the Project; waives any limitation of liability defense based upon the Workers’ Compensation Act, court interpretations of said Workers’ Compensation Act or otherwise; and, to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend the Releasees from and against all such loss, expense, damage or

injury, including attorneys' and experts' fees, that Releasees may sustain as a result of such claims, except to the extent that Illinois law prohibits indemnity for the Releasees' own negligence. Releasees are designated and recognized as explicit third-party beneficiaries of this Kotecki entered into in furtherance of this Agreement. This Kotecki Waiver shall survive termination of the Agreement.

- 8. **Waiver of Lien.** Volunteer hereby waives any claim of lien against Releasees' property on behalf of Volunteer and Volunteer's workers. Upon completion of the Project, Volunteer shall tender to the District a final waiver of lien for all subcontractors and suppliers, if any, were used by Volunteer to perform the Volunteer Services.
- 9. **Certification.** Volunteer certifies that Volunteer, 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). Volunteer further certifies by signing this Agreement that Volunteer, 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.*; 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 Volunteer made an admission of guilt of such conduct.
- 10. **Severability.** If any provision of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, that provision shall be severed from this Agreement with the remaining provisions of this Agreement to remain valid and enforceable to the fullest extent allowed by law.
- 11. **Term of Agreement.** This Agreement shall be effective as of the date of final signature below and shall continue in force and effect until the Volunteer Services have been fully completed to the satisfaction of the District. This Agreement may be terminated at anytime by either party upon providing written notice to the other party to this Agreement.

I HAVE READ THIS AGREEMENT AND UNDERSTAND ITS CONTENTS. I HAVE LEGAL AUTHORITY TO BIND VOLUNTEER TO THE TERMS OF THIS AGREEMENT AND INDEMNIFY RELEASEES FOR ANY DETRIMENTAL RELIANCE SUFFERED BY THEM FOR THEIR RELIANCE UPON MY AFFIRMATION. I AM AWARE THIS IS A RELEASE OF LIABILITY, AND SIGN IT ON BEHALF OF VOLUNTEER OF MY OWN FREE WILL.

By: _____
Date

Printed Name _____
Title

Received by:

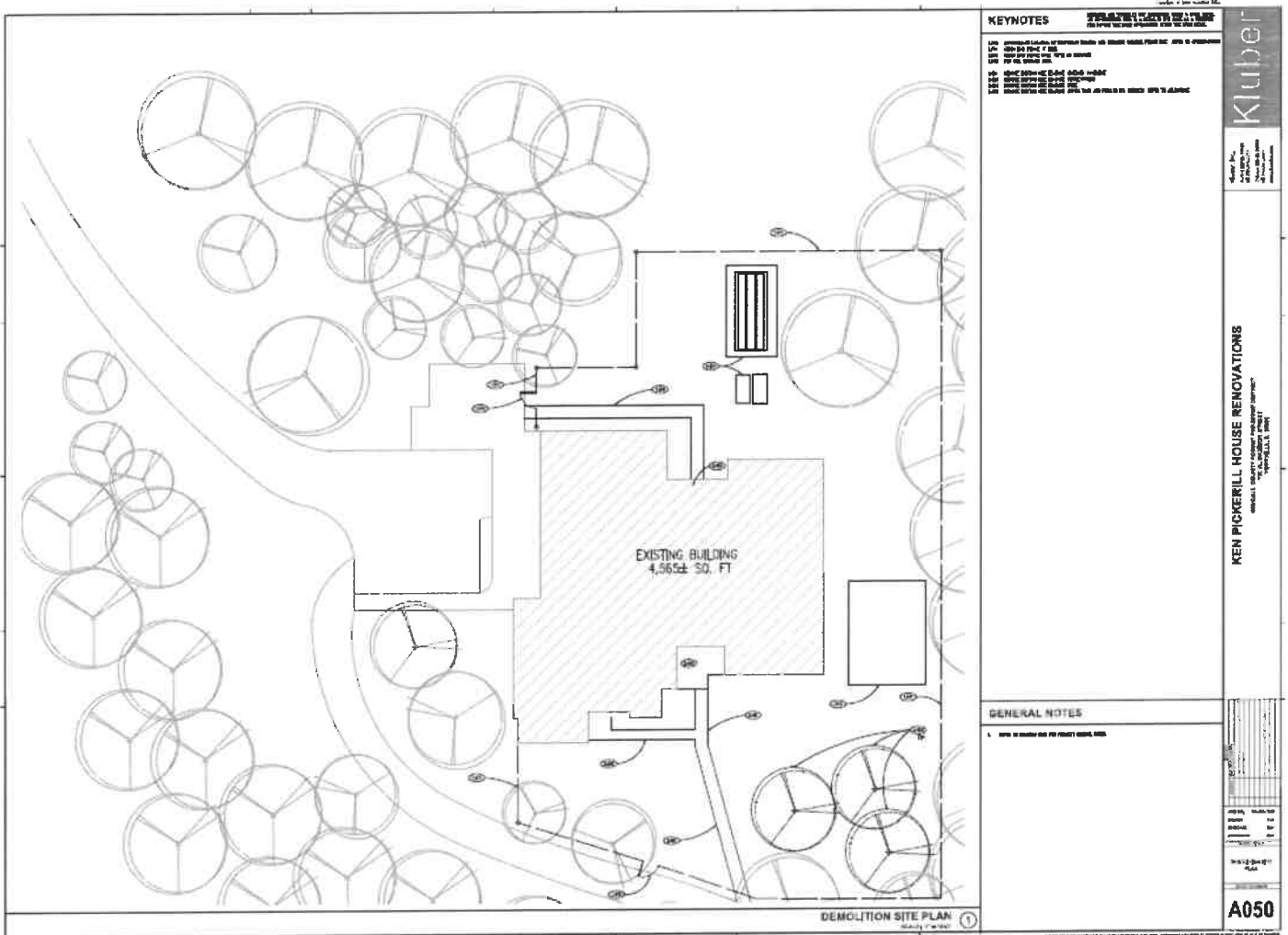
On behalf of the Kendall County Forest Preserve District _____
Date

EXHIBIT 1-

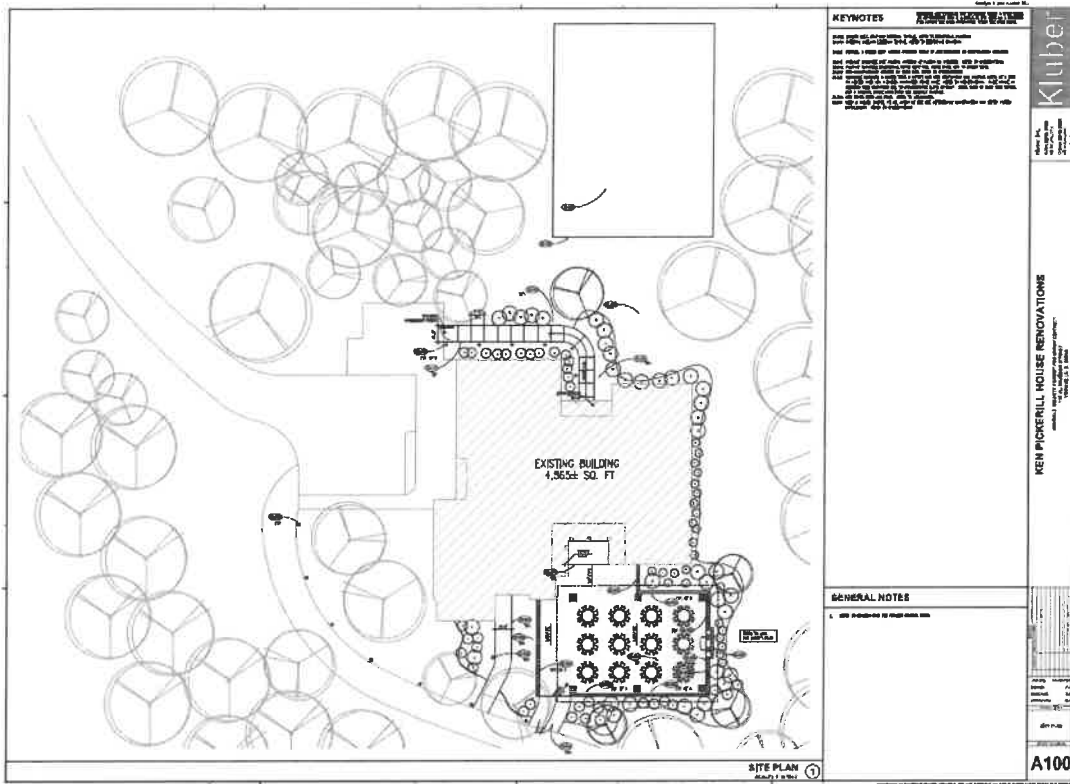
APPLICABLE PROJECT SPECIFICATIONS

Ken Pickerill House Renovations Project Drawings

A050 Demolition Site Plan



A100 Site Plan



A311 Canopy and Patio Plan

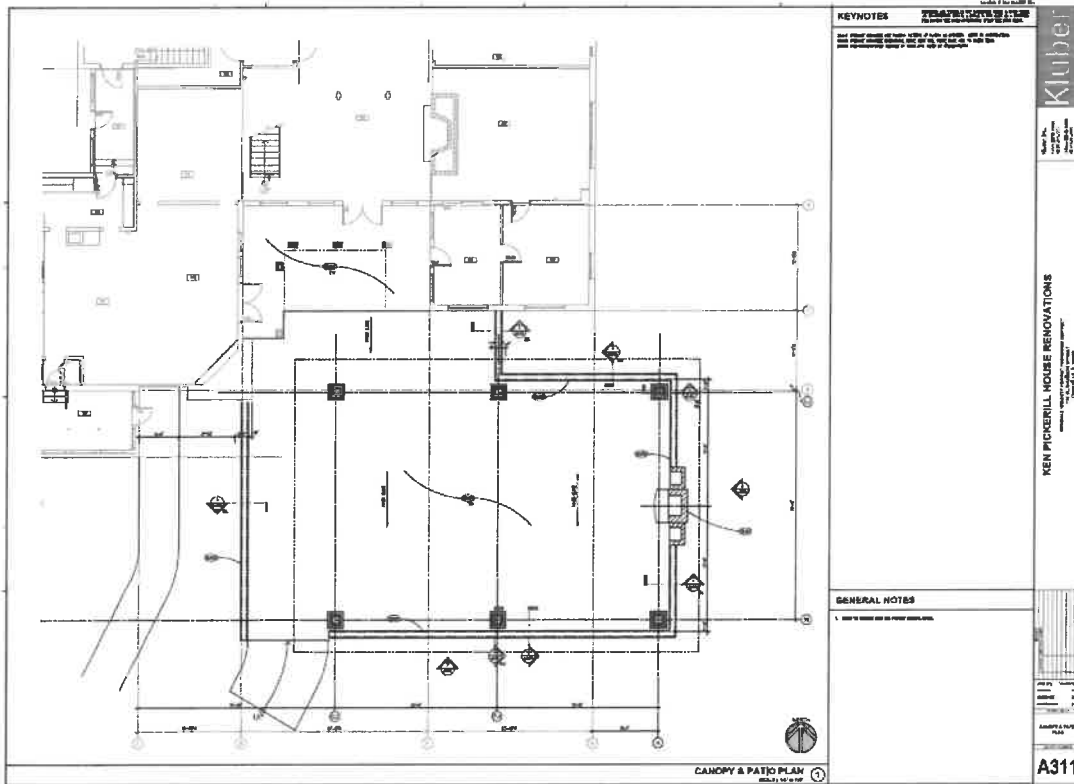


EXHIBIT 2 –

MINIMUM INSURANCE REQUIREMENTS FOR VOLUNTEERS

Volunteer shall maintain insurance while rendering Volunteer Services that is at least as broad as the insurance provisions 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 District.

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

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.

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

Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if the Company 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.

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.)

Professional Liability (Errors and Omissions) Insurance: If applicable, Professional insurance appropriate to Volunteer's profession, with limit no less than \$2,000,000 per occurrence or claim and \$2,000,000 aggregate.

If Volunteer maintains broader coverage and/or higher limits than the minimums shown above, the Releasees shall be entitled to the broader coverage and/or the higher limits maintained by Volunteer. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Releasees.

Additional Insured Status: Releasees 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 Volunteer 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 Volunteer'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).

Primary Coverage: For any claims related to this Agreement, Volunteer's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 with respect to the

Releasees. Any insurance maintained by the Releasees shall be excess of Volunteer's insurance and shall not contribute with it.

Waiver of Subrogation: Volunteer hereby grants to the Releasees a waiver of any right to subrogation which any insurer of said Volunteer may acquire against the Releasees by virtue of the payment of any loss under such insurance. Volunteer 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 Releasees has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions: Self-insured retentions must be declared to and approved by the District. The District may require Volunteer to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the Releasees.

Claims Made Policies: If any of the required policies provide coverage on a claims-made basis, (1) the Retroactive Date must be shown and must be before the date of this Agreement or the beginning of the Volunteer Services; (2) insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Volunteer Services; and (3) if coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Volunteer must purchase "extended reporting" coverage for a minimum of five (5) years after completion of Volunteer Services.

Verification of Coverage: Volunteer shall furnish the District 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 District before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Volunteer's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors: The District shall require and verify that all of Volunteer's subcontractors, if any, maintain insurance meeting all the requirements stated herein, and Volunteer shall ensure that Releasees are additional insureds on insurance required from subcontractors.

Special Risks or Circumstances: The District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

EXHIBIT 3

KENDALL COUNTY FOREST PRESERVE DISTRICT
KEN PICKERILL HOUSE VOLUNTEER PROJECT

VOLUNTEER ACKNOWLEDGMENT AND WAIVER AND RELEASE OF LIABILITY¹

I, _____ (*print full legal name*), am a worker of _____ (*print name of Volunteer Company*) (the “Company”) which has offered to volunteer its services to the Kendall County Forest Preserve District (“District”) for the project commonly known as the Ken Pickerill House Renovations (the “Project”). By signing below, I acknowledge that I will perform services on behalf of the Company for the benefit of the District (hereinafter referred to as “Volunteer Services”). I acknowledge that my execution of this Volunteer Acknowledgment and Waiver and Release of Liability (the “Waiver”) in no way creates a contract of employment with the District, Kendall County, Illinois, or their respective past, present and future elected officials, employees, insurers, and agents (collectively referred to herein as “Releasees”).

In consideration for being granted access to perform the Volunteer Services for the Project, the undersigned hereby affirms and agrees to the following:

1. **District Volunteer.** By signing my name below, I affirm that I am providing the Volunteer Services with no expectation or promise of compensation from the Releasees, and that I shall not receive any compensation from the Releasees for my Volunteer Services. Additionally, I understand and agree that Releasees shall not be liable for any compensation and benefits found due and owing to me for my Volunteer Services performed at the Project.
2. **Volunteer Requirements.** As a volunteer for the District, I agree to perform my Volunteer Services to the best of my ability and in a professional, safe and timely manner. I also agree to comply with the District’s General Use Ordinance, all applicable local, state and federal laws and regulations, and all District volunteer policies, safety rules, training, and directions.
3. **Acknowledgment and Acceptance of Risks.** I understand that my participation in the Volunteer Services involves certain risks. They include, without limitation: my lifting heavy objects or otherwise exerting myself; handling glass and other sharp materials; using hot or sharp objects or other tools; being exposed to dust, loud noises, machinery, and construction equipment; and interacting with and being in the presence of other volunteers, Releasees’ staff, contractors, and other people. I understand these risks include risks of injury, illness, death, and property damage or loss, and they may arise from my own actions or from the actions of others at or near the Project or encountered when traveling to perform my Volunteer Services. I understand that, even if everyone at the Project site follows all health and safety protocols, I may still be exposed to COVID-19 or other infectious diseases. By signing my name below, I affirm that I am voluntarily performing the Volunteer Services with knowledge of the hazards and potential dangers involved, and I agree to accept all risks set forth above.

¹ This Volunteer Acknowledgment and Waiver and Release must be signed by each worker prior to performing any Volunteer Services at the Project site.

4. **Medical Conditions.** I understand that I am solely responsible for knowing my own physical condition and my ability to perform the Volunteer Services. **By signing my name below, I acknowledge that I have been advised that I should consult with a physician before performing any Volunteer Services to determine if I have any physical or medical conditions that may affect my participation in the Project and, if any such physical or medical restrictions become known to me after my execution of this Waiver, I should not perform the Volunteer Services for Releasees.**

5. **Photography.** I consent for the Releasees to photograph, film and/or record me and to use such photographs and recordings and my name for promotional and/or publicity purposes. I give permission to Releasees to use my likeness in photographs, videos, and other digital media (“photo”) in their publications, including web-based publications/websites, without payment or other consideration. I agree that all photos taken by or on behalf of the Releasees will become the property of the Releasees. I hereby irrevocably authorize the Releasees to edit, copy, publish, and distribute these photos for any lawful purpose. I waive any right to inspect or approve the finished product and any right to royalties or other compensation related to the use of the photo.

6. **Waiver and Release of Claims.** I agree that I, and my assignees, heirs, guardians, and legal representatives, will not make a claim against or sue the Releasees for injury or damage resulting from the acts or omissions, however caused, by Releasees relating to my Volunteer Services. I understand that, if I am injured in the course of performing Volunteer Services on the Project, I am *not* covered by the Releasees’ workers’ compensation and/or liability insurance.

7. **Authorization to Seek Emergency Medical Treatment.** I authorize the Company and the Releasees to seek emergency medical treatment on my behalf in case of injury, accident or illness to me arising from my involvement as a volunteer at the Project. I understand and agree the Releasees shall *not* be responsible for payment of any medical, dental and vision care expenses and for any other expenses and damages that I sustain from such injury, accident and/or illness.

8. **Severability.** If any provision of this Waiver is found to be invalid or unenforceable by a court of competent jurisdiction, that provision shall be severed from this Waiver with the remaining provisions of this Waiver to remain valid and enforceable to the fullest extent allowed by law.

I READ THIS AGREEMENT AND ACCEPT ITS TERMS. I KNOW THIS IS A RELEASE OF LIABILITY, AND SIGN IT OF MY OWN FREE WILL.

 Volunteer (print name)

 Volunteer’s Signature

 Date

Received by:

 On behalf of the Kendall County Forest Preserve District

 Date

**KENDALL COUNTY FOREST PRESERVE DISTRICT
PICKERILL HOUSE VOLUNTEER PROJECT**

The Kendall County Forest Preserve District (“District”) has started renovations of the Pickerills’ former estate (hereinafter referred to as “the Project”). The District appreciates your business’ interest in volunteering its services, labor, and/or materials toward this Project to honor the legacy and philanthropic spirit of the late Ken and Jacqueline Pickerill.

Please complete the below Volunteer Business Commitment Agreement and Waiver and Release of Liability Form on behalf of your business and return it to the District’s Executive Director, David Guritz prior to performing any volunteer work on the Project. We thank you for your continued support of the District, the Pickerills’ legacy, and this important Project!

**VOLUNTEER BUSINESS COMMITMENT AGREEMENT AND
WAIVER AND RELEASE OF LIABILITY (“AGREEMENT”)**

Volunteer’s Full Legal Name: RJ Kuhn Plumbing, Heating & Cooling, Inc.
Volunteer’s Contact Person: Rick Kuhn, Owner/Partner
Mailing Address: 585A Route 31, Oswego, IL 60543
Telephone Number: 630-554-3336
Email Address: rick@rjkuhn.com

In consideration for being granted access to perform the Volunteer Services for the District’s Project, **RJ Kuhn Plumbing, Heating & Cooling, Inc.**, an Illinois corporation licensed to do business in the State of Illinois, (hereinafter “Volunteer”) hereby affirms and agrees to the following:

1. **Commitment to Provide Volunteer Services.** By signing below, Volunteer commits to providing the following donated labor, services and materials for the Project at no cost to the District (hereinafter referred to collectively as “Volunteer Services”):
 - a. Volunteer will complete the demolition, removal and disposal of plumbing and fixtures at the Project site as set forth in the specifications attached as **Exhibit 1**. To complete this work, Volunteer agrees to:
 - i. Maintain insurance while rendering Volunteer Services that is at least as broad as the insurance provisions set forth in the attached **Exhibit 2**.
 - ii. Provide two to three volunteers/officers/employees/workers/agents (hereinafter “workers”) to perform the Volunteer Services.
 - iii. Ensure that each worker assigned by Volunteer to perform Volunteer Services signs and returns the Volunteer Acknowledgment and Waiver Form attached hereto as **Exhibit 3** and returns it to the District’s Executive Director before the Volunteer’s worker performs any work on the Project.
 - iv. Complete all demolition, removal and disposal of plumbing and fixtures at the Project site within approximately one week after Volunteer begins said work.

Volunteer will coordinate its schedule with the District’s Executive Director or designee so that all Volunteer Services are provided in a timely manner, and Volunteer agrees to promptly notify the District’s Executive Director if any scheduling changes become necessary.

- v. Provide its own tools, equipment, and supplies to perform the Volunteer Services.
- vi. Ensure all Volunteer Services are carried out by Volunteer’s competent and properly trained workers to the highest standards and to the satisfaction of the District. Volunteer also ensures all Volunteer Services, materials and components 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.
- vii. Comply with the District’s General Use Ordinance, all terms and conditions set forth in this Agreement, all applicable local, state and federal laws and regulations, and all District volunteer policies, safety rules, and directions.
- viii. Participate in any safety training required by the District and ensure Volunteer’s workers use all safety equipment required by the District while at the Project site.

2. **Volunteer Status.** Volunteer is providing the Volunteer Services to the District for civic, charitable, or humanitarian reasons, and Volunteer is doing so freely and without coercion from the District, Kendall County, Illinois and their respective elected officials, contractors, employees, and agents (hereinafter referred to collectively as “Releasees”). Volunteer shall pay all wages, benefits and all other compensation due and owing to Volunteer’s workers for the Volunteer Services, and Volunteer shall be solely responsible for making all required payroll deductions and other tax and wage withholdings for Volunteer’s workers. Volunteer shall obtain appropriate insurance coverage for the benefit of the Volunteer’s workers and agrees that Releasees are not responsible for providing any insurance coverage for the benefit of the Volunteer and Volunteer’s workers.

3. **No Compensation.** Volunteer affirms it is providing the Volunteer Services at no cost to the Releasees. Volunteer shall not be reimbursed by the District for any expenses, fees (including attorneys’ fees and expert fees), damages, penalties, interest, and costs incurred by Volunteer while performing the Volunteer Services.

4. **Volunteer Certifications.** Volunteer understands and agrees to the following:

- a. If Volunteer pays its workers to perform the Volunteer Services, Volunteer understands that such Volunteer Services are subject to the requirements of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 *et seq.* (“the Act”). The Act requires Volunteer to pay its workers to perform services on the Project no less than the current “prevailing rate of wages” (hourly cash wages plus fringe benefits) in the county where the work is performed (i.e., Kendall County) and to comply with all notice and record keeping duties. 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 Volunteer must check the Department’s website for revisions to prevailing wage rates.

- b. Volunteer and Volunteer’s workers agree not to commit unlawful discrimination/unlawful harassment and further 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, the Illinois Public Works Employment Discrimination Act, 775 ILCS 10/0.01 *et seq.*, as amended, and all applicable rules and regulations. To the extent required by law, Volunteer shall maintain a written sexual harassment policy that complies with the requirements of 775 ILCS 5/2-105 and shall comply with all fair employment practices and equal employment opportunity/affirmative action requirements set forth in applicable state and federal laws and regulations.
- c. Volunteer agrees to comply with all applicable 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.*
- d. When applicable, Volunteer 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.*
- e. If, during the term of this 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 Public Works Act”), Volunteer agrees to employ Illinois laborers on this Project in accordance with the Act. Volunteer understands the Public Works 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.
- f. If, during the term of the Agreement, the District notifies the Volunteer in writing that federal funds in excess of \$2,000 are being used to fund the Project, Volunteer agrees to comply with the Davis Beacon Act, 40 U.S.C. 3141 *et seq.* The Davis-Bacon and Related Acts, apply to contractors performing work on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. When applicable, the Davis-Bacon Act and Related Act requires such contractors to pay their laborers employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area. The Davis-Bacon Act directs the U.S. Department of Labor to determine such locally prevailing wage rates. The Davis-Bacon Act prevailing wage provisions apply to the “Related Acts,” under which federal agencies assist construction projects through grants, loans, loan guarantees, and insurance (e.g., the American Recovery and Reinvestment Act of 2009, the American Rescue Plan Act, etc.).

5. **Photography.** Volunteer understands there is considerable community interest and involvement in the Project, and photographers may be present to memorialize the construction of the Project. Volunteer grants the Releasees permission to use its name, logos, and trademarks, regardless of whether such trademarks are registered with the United States Patent and Trademark Office, in photographs, videos, or other digital media (“photo”) in all publications, including web-based publications, or on its website, without payment or other consideration. Volunteer agrees that all photos taken by the Releasees or on behalf of the Releasees will become the property of the District. Volunteer irrevocably authorizes the Releasees to edit, alter, copy, exhibit, publish, or distribute these photos for any lawful purpose. Volunteer also waives any right to inspect or approve the finished product wherein its name, logos or trademarks appears and waives any right to royalties or other compensation arising or related to the use of the photo.

6. **Waiver and Release of Claims.** Volunteer is aware that Volunteer’s workers’ participation in the Volunteer Services for this Project involve certain risks including, without limitation: lifting heavy objects; handling glass and other sharp materials; using hot or sharp objects or other tools; being exposed to dust, loud noises, machinery, and construction equipment; and interacting with and being in the presence of other volunteers, Releasees’ staff, contractors, and other people. Volunteer understands these risks include risks of injury, illness, death, and property damage or loss, and that they may arise from my own actions or from the actions of others at or near the Project or encountered when traveling to perform some of the Volunteer Services, if needed, offsite. Volunteer also understands that, even if the Releasees, Volunteer, and other persons present at the Project site follow all health and safety protocols, Volunteer’s workers’ may still be exposed to COVID-19 or other infectious diseases.

Knowing the risks described above, Volunteer agrees, on behalf of itself, Volunteers’ workers, parent companies, subsidiaries, and assigns to assume all the risks and responsibilities surrounding the Volunteer Services. Volunteer shall indemnify, hold harmless and defend with counsel of the Releasees’ own choosing, the 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 (collectively, the “Claims”) regarding and relating to the Volunteer Services performed by Volunteer and Volunteer’s workers. No attorney may be assigned to represent the Releasees unless the Kendall County State’s Attorney has pre-approved the appointment of the attorney to represent the Releasees. Releasees’ participation in its defense shall not remove my 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.

7. **Kotecki Waiver.** Volunteer agrees to assume all liability for all personal injury claims asserted and suffered by Volunteer’s workers on the Project; waives any limitation of liability defense based upon the Workers’ Compensation Act, court interpretations of said Workers’ Compensation Act or otherwise; and, to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend the Releasees from and against all such loss, expense, damage or injury, including attorneys’ and experts’ fees, that Releasees may sustain as a result of such claims, except to the extent that Illinois law prohibits indemnity for the Releasees’ own negligence. Releasees are designated and recognized as explicit third-party beneficiaries of this

Kotecki entered into in furtherance of this Agreement. This Kotecki Waiver shall survive termination of the Agreement.

- 8. **Waiver of Lien.** Volunteer hereby waives any claim of lien against Releasees’ property on behalf of Volunteer and Volunteer’s workers. Upon completion of the Project, Volunteer shall tender to the District a final waiver of lien for all subcontractors and suppliers, if any, were used by Volunteer to perform the Volunteer Services.
- 9. **Certification.** Volunteer certifies that Volunteer, 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). Volunteer further certifies by signing this Agreement that Volunteer, 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.*; 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 Volunteer made an admission of guilt of such conduct.
- 10. **Severability.** If any provision of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, that provision shall be severed from this Agreement with the remaining provisions of this Agreement to remain valid and enforceable to the fullest extent allowed by law.
- 11. **Term of Agreement.** This Agreement shall be effective as of the date of final signature below and shall continue in force and effect until the Volunteer Services have been fully completed to the satisfaction of the District. This Agreement may be terminated at anytime by either party upon providing written notice to the other party to this Agreement.

I HAVE READ THIS AGREEMENT AND UNDERSTAND ITS CONTENTS. I HAVE LEGAL AUTHORITY TO BIND VOLUNTEER TO THE TERMS OF THIS AGREEMENT AND INDEMNIFY RELEASEES FOR ANY DETRIMENTAL RELIANCE SUFFERED BY THEM FOR THEIR RELIANCE UPON MY AFFIRMATION. I AM AWARE THIS IS A RELEASE OF LIABILITY, AND SIGN IT ON BEHALF OF VOLUNTEER OF MY OWN FREE WILL.

By: _____
Date

Printed Name _____
Title

Received by:

On behalf of the Kendall County Forest Preserve District _____
Date

EXHIBIT 1-
APPLICABLE PROJECT SPECIFICATIONS

Exhibit 1 – Page 1 of 2

Ken Pickerill House Renovations Project Drawings

Scope of Work: Selective Demolition (Removal, Capping and/or Re-Routing of Piping to the Second Floor's Fixtures) and/or Rough-In of Existing First-Floor and Basement Plumbing Piping to Accommodate Existing Second Floor Fixtures to Remain or Future First Floor Fixtures as Presented within the First Floor Demolition Plan (A-201) and First Floor Plan (A-310).

A-210 First Floor Demolition Plan

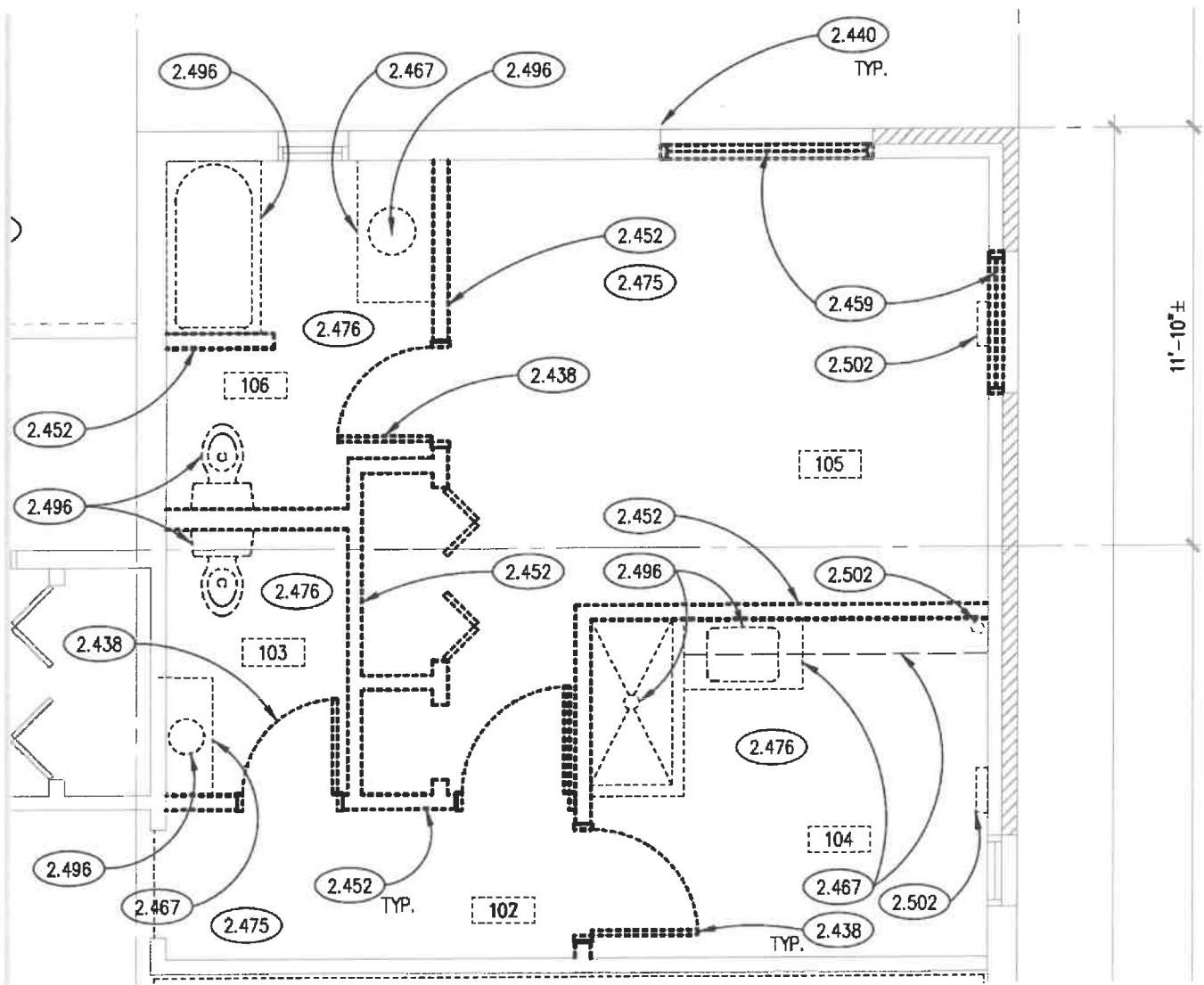


Exhibit 1 – Page 2

A-310 – First Floor Plan

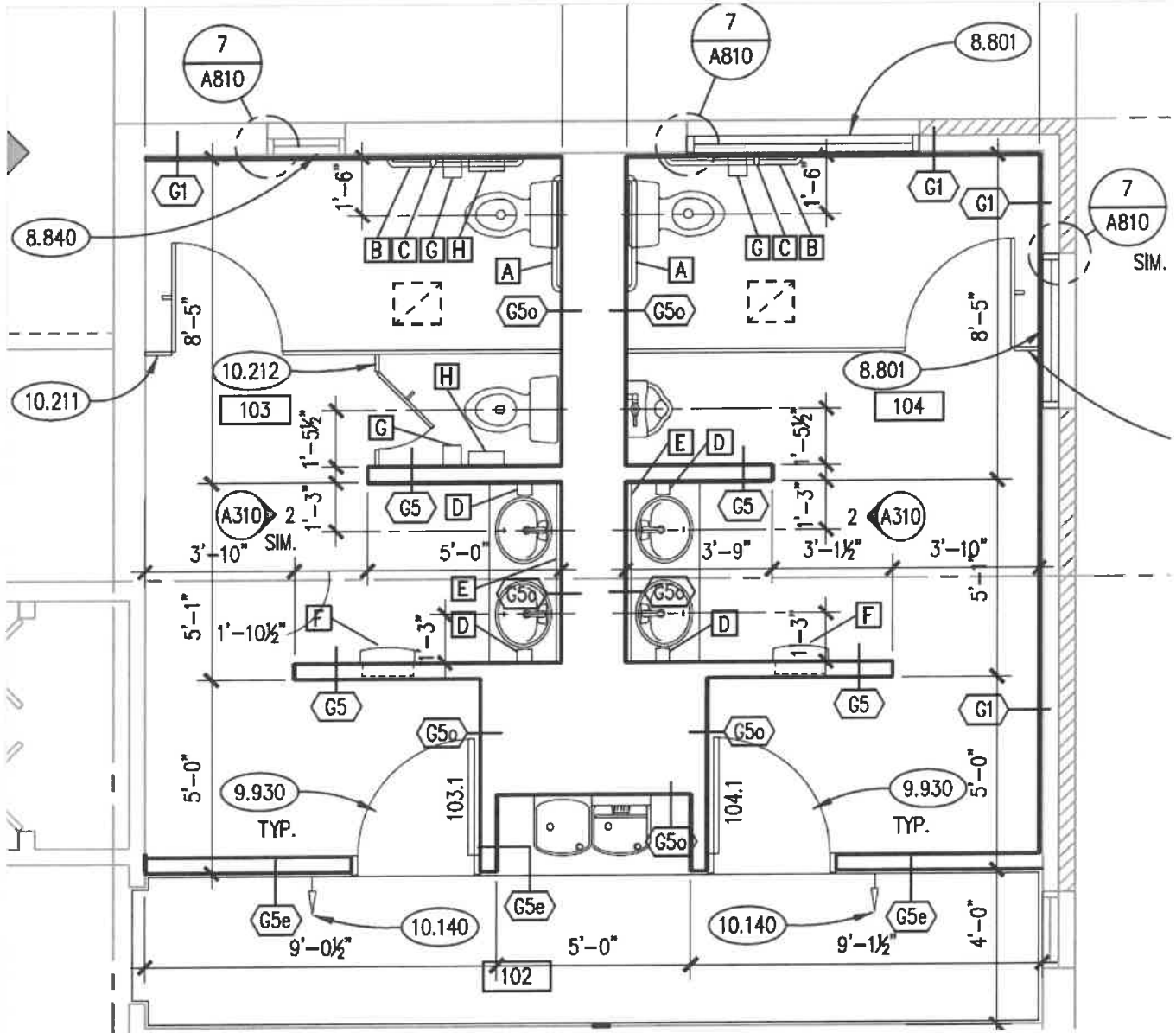


EXHIBIT 2-

MINIMUM INSURANCE REQUIREMENTS FOR VOLUNTEERS

Volunteer shall maintain insurance while rendering Volunteer Services that is at least as broad as the insurance provisions 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 District.

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

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.

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

Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if the Company 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.

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.)

Professional Liability (Errors and Omissions) Insurance: ~~If applicable, Professional insurance appropriate to Volunteer's profession, with limit no less than \$2,000,000 per occurrence or claim and \$2,000,000 aggregate.~~

If Volunteer maintains broader coverage and/or higher limits than the minimums shown above, the Releasees shall be entitled to the broader coverage and/or the higher limits maintained by Volunteer. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Releasees.

Additional Insured Status: Releasees 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 Volunteer 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 Volunteer'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).

Primary Coverage: For any claims related to this Agreement, Volunteer's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 with respect to the

Releasees. Any insurance maintained by the Releasees shall be excess of Volunteer's insurance and shall not contribute with it.

Waiver of Subrogation: Volunteer hereby grants to the Releasees a waiver of any right to subrogation which any insurer of said Volunteer may acquire against the Releasees by virtue of the payment of any loss under such insurance. Volunteer 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 Releasees has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions: Self-insured retentions must be declared to and approved by the District. The District may require Volunteer to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the Releasees.

Claims Made Policies: If any of the required policies provide coverage on a claims-made basis, (1) the Retroactive Date must be shown and must be before the date of this Agreement or the beginning of the Volunteer Services; (2) insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Volunteer Services; and (3) if coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Volunteer must purchase "extended reporting" coverage for a minimum of five (5) years after completion of Volunteer Services.

Verification of Coverage: Volunteer shall furnish the District 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 District before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Volunteer's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors: The District shall require and verify that all of Volunteer's subcontractors, if any, maintain insurance meeting all the requirements stated herein, and Volunteer shall ensure that Releasees are additional insureds on insurance required from subcontractors.

Special Risks or Circumstances: The District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

EXHIBIT 3

KENDALL COUNTY FOREST PRESERVE DISTRICT KEN PICKERILL HOUSE VOLUNTEER PROJECT

VOLUNTEER ACKNOWLEDGMENT AND WAIVER AND RELEASE OF LIABILITY¹

I, _____ (*print full legal name*), am a worker of _____ (*print name of Volunteer Company*) (the "Company") which has offered to volunteer its services to the Kendall County Forest Preserve District ("District") for the project commonly known as the Ken Pickerill House Renovations (the "Project"). By signing below, I acknowledge that I will perform services on behalf of the Company for the benefit of the District (hereinafter referred to as "Volunteer Services"). I acknowledge that my execution of this Volunteer Acknowledgment and Waiver and Release of Liability (the "Waiver") in no way creates a contract of employment with the District, Kendall County, Illinois, or their respective past, present and future elected officials, employees, insurers, and agents (collectively referred to herein as "Releasees").

In consideration for being granted access to perform the Volunteer Services for the Project, the undersigned hereby affirms and agrees to the following:

1. **District Volunteer.** By signing my name below, I affirm that I am providing the Volunteer Services with no expectation or promise of compensation from the Releasees, and that I shall not receive any compensation from the Releasees for my Volunteer Services. Additionally, I understand and agree that Releasees shall not be liable for any compensation and benefits found due and owing to me for my Volunteer Services performed at the Project.
2. **Volunteer Requirements.** As a volunteer for the District, I agree to perform my Volunteer Services to the best of my ability and in a professional, safe and timely manner. I also agree to comply with the District's General Use Ordinance, all applicable local, state and federal laws and regulations, and all District volunteer policies, safety rules, training, and directions.
3. **Acknowledgment and Acceptance of Risks.** I understand that my participation in the Volunteer Services involves certain risks. They include, without limitation: my lifting heavy objects or otherwise exerting myself; handling glass and other sharp materials; using hot or sharp objects or other tools; being exposed to dust, loud noises, machinery, and construction equipment; and interacting with and being in the presence of other volunteers, Releasees' staff, contractors, and other people. I understand these risks include risks of injury, illness, death, and property damage or loss, and they may arise from my own actions or from the actions of others at or near the Project or encountered when traveling to perform my Volunteer Services. I understand that, even if everyone at the Project site follows all health and safety protocols, I may still be exposed to COVID-19 or other infectious diseases. By signing my name below, I affirm that I am voluntarily performing the Volunteer Services with knowledge of the hazards and potential dangers involved, and I agree to accept all risks set forth above.

¹ This Volunteer Acknowledgment and Waiver and Release must be signed by each worker prior to performing any Volunteer Services on the Project.

4. **Medical Conditions.** I understand that I am solely responsible for knowing my own physical condition and my ability to perform the Volunteer Services. **By signing my name below, I acknowledge that I have been advised that I should consult with a physician before performing any Volunteer Services to determine if I have any physical or medical conditions that may affect my participation in the Project and, if any such physical or medical restrictions become known to me after my execution of this Waiver, I should not perform the Volunteer Services for Releasees.**

5. **Photography.** I consent for the Releasees to photograph, film and/or record me and to use such photographs and recordings and my name for promotional and/or publicity purposes. I give permission to Releasees to use my likeness in photographs, videos, and other digital media (“photo”) in their publications, including web-based publications/websites, without payment or other consideration. I agree that all photos taken by or on behalf of the Releasees will become the property of the Releasees. I hereby irrevocably authorize the Releasees to edit, copy, publish, and distribute these photos for any lawful purpose. I waive any right to inspect or approve the finished product and any right to royalties or other compensation related to the use of the photo.

6. **Waiver and Release of Claims.** I agree that I, and my assignees, heirs, guardians, and legal representatives, will not make a claim against or sue the Releasees for injury or damage resulting from the acts or omissions, however caused, by Releasees relating to my Volunteer Services. I understand that, if I am injured in the course of performing Volunteer Services on the Project, I am *not* covered by the Releasees’ workers’ compensation and/or liability insurance.

7. **Authorization to Seek Emergency Medical Treatment.** I authorize the Company and the Releasees to seek emergency medical treatment on my behalf in case of injury, accident or illness to me arising from my involvement as a volunteer at the Project. I understand and agree the Releasees shall *not* be responsible for payment of any medical, dental and vision care expenses and for any other expenses and damages that I sustain from such injury, accident and/or illness.

8. **Severability.** If any provision of this Waiver is found to be invalid or unenforceable by a court of competent jurisdiction, that provision shall be severed from this Waiver with the remaining provisions of this Waiver to remain valid and enforceable to the fullest extent allowed by law.

I READ THIS AGREEMENT AND ACCEPT ITS TERMS. I KNOW THIS IS A RELEASE OF LIABILITY, AND SIGN IT OF MY OWN FREE WILL.

 Volunteer (print name)

 Volunteer’s Signature

 Date

Received by:

 On behalf of the Kendall County Forest Preserve District

 Date

**KENDALL COUNTY FOREST PRESERVE DISTRICT
PICKERILL HOUSE VOLUNTEER PROJECT**

The Kendall County Forest Preserve District (“District”) has started renovations of the Pickerills’ former estate (hereinafter referred to as “the Project”). The District appreciates your business’ interest in volunteering its services, labor, and/or materials toward this Project to honor the legacy and philanthropic spirit of the late Ken and Jacqueline Pickerill.

Please complete the below Volunteer Business Commitment Agreement and Waiver and Release of Liability Form on behalf of your business and return it to the District’s Executive Director, David Guritz prior to performing any volunteer work on the Project. We thank you for your continued support of the District, the Pickerills’ legacy, and this important Project!

**VOLUNTEER BUSINESS COMMITMENT AGREEMENT AND
WAIVER AND RELEASE OF LIABILITY (“AGREEMENT”)**

Volunteer’s Full Legal Name: HR Green, Inc.
Volunteer’s Contact Person: David Schultz, Project Manager, Associate and PE
Mailing Address: 2363 Sequoia Drive Suite 101 Aurora, IL 60506
Telephone Number: 630-708-5002
Email Address: dschultz@hrgreen.com

In consideration for being granted access to perform the Volunteer Services for the District’s Project, **HR Green, Inc.**, an Illinois corporation licensed to do business in the State of Illinois, (hereinafter “Volunteer”) hereby affirms and agrees to the following:

1. **Commitment to Provide Volunteer Services.** By signing below, Volunteer commits to providing the following donated labor, services and materials for the Project at no cost to the District (hereinafter referred to collectively as “Volunteer Services”):
 - a. Volunteer will complete construction staking at the Project site in accordance with the specifications set forth in Exhibit 1 at the Project site as set forth in the specifications attached as **Exhibit 1**. To complete this work, Volunteer agrees to:
 - i. Maintain insurance while rendering Volunteer Services that is at least as broad as the insurance provisions set forth in the attached **Exhibit 2**.
 - ii. Provide two to three volunteers/officers/employees/workers/agents (hereinafter “workers”) to perform the Volunteer Services.
 - iii. Ensure that each worker assigned by Volunteer to perform Volunteer Services signs and returns the Volunteer Acknowledgment and Waiver Form attached hereto as **Exhibit 3** and returns it to the District’s Executive Director before the Volunteer’s worker performs any work on the Project.
 - iv. Complete all staking at the Project site within approximately one month after Volunteer begins said work. Volunteer will coordinate its schedule with the

District's Executive Director or designee so that all Volunteer Services are provided in a timely manner, and Volunteer agrees to promptly notify the District's Executive Director if any scheduling changes become necessary.

- v. Provide its own tools, equipment, and supplies to perform the Volunteer Services.
 - vi. Ensure all Volunteer Services are carried out by Volunteer's competent and properly trained workers to the highest standards and to the satisfaction of the District. Volunteer also ensures all Volunteer Services, materials and components 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.
 - vii. Comply with the District's General Use Ordinance, all terms and conditions set forth in this Agreement, all applicable local, state and federal laws and regulations, and all District volunteer policies, safety rules, and directions.
 - viii. Participate in any safety training required by the District and ensure Volunteer's workers use all safety equipment required by the District while at the Project site.
2. **Volunteer Status.** Volunteer is providing the Volunteer Services to the District for civic, charitable, or humanitarian reasons, and Volunteer is doing so freely and without coercion from the District, Kendall County, Illinois and their respective elected officials, contractors, employees, and agents (hereinafter referred to collectively as "Releasees"). Volunteer shall pay all wages, benefits and all other compensation due and owing to Volunteer's workers for the Volunteer Services, and Volunteer shall be solely responsible for making all required payroll deductions and other tax and wage withholdings for Volunteer's workers. Volunteer shall obtain appropriate insurance coverage for the benefit of the Volunteer's workers and agrees that Releasees are not responsible for providing any insurance coverage for the benefit of the Volunteer and Volunteer's workers.
3. **No Compensation.** Volunteer affirms it is providing the Volunteer Services at no cost to the Releasees. Volunteer shall not be reimbursed by the District for any expenses, fees (including attorneys' fees and expert fees), damages, penalties, interest, and costs incurred by Volunteer while performing the Volunteer Services.
4. **Volunteer Certifications.** Volunteer understands and agrees to the following:
- a. If Volunteer pays its workers to perform the Volunteer Services, Volunteer understands that such Volunteer Services are subject to the requirements of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 *et seq.* ("the Act"). The Act requires Volunteer to pay its workers to perform services on the Project no less than the current "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed (i.e., Kendall County) and to comply with all notice and record keeping duties. 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 Volunteer must check the Department’s website for revisions to prevailing wage rates.

- b. Volunteer and Volunteer’s workers agree not to commit unlawful discrimination/unlawful harassment and further 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, the Illinois Public Works Employment Discrimination Act, 775 ILCS 10/0.01 *et seq.*, as amended, and all applicable rules and regulations. To the extent required by law, Volunteer shall maintain a written sexual harassment policy that complies with the requirements of 775 ILCS 5/2-105 and shall comply with all fair employment practices and equal employment opportunity/affirmative action requirements set forth in applicable state and federal laws and regulations.
- c. Volunteer agrees to comply with all applicable 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.*
- d. When applicable, Volunteer 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.*
- e. If, during the term of this 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 Public Works Act”), Volunteer agrees to employ Illinois laborers on this Project in accordance with the Act. Volunteer understands the Public Works 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.
- f. If, during the term of the Agreement, the District notifies the Volunteer in writing that federal funds in excess of \$2,000 are being used to fund the Project, Volunteer agrees to comply with the Davis Bacon Act, 40 U.S.C. 3141 *et seq.* The Davis-Bacon and Related Acts, apply to contractors performing work on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. When applicable, the Davis-Bacon Act and Related Act requires such contractors to pay their laborers employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area. The Davis-Bacon Act directs the U.S. Department of Labor to determine such locally prevailing wage rates. The Davis-Bacon Act prevailing wage provisions apply to the “Related Acts,” under which federal agencies assist construction projects through grants, loans, loan guarantees, and insurance (e.g., the American Recovery and Reinvestment Act of 2009, the American Rescue Plan Act, etc.).

5. **Photography.** Volunteer understands there is considerable community interest and involvement in the Project, and photographers may be present to memorialize the construction of the Project. Volunteer grants the Releasees permission to use its name, logos, and trademarks, regardless of whether such trademarks are registered with the United States Patent and Trademark Office, in photographs, videos, or other digital media (“photo”) in all publications, including web-based publications, or on its website, without payment or other consideration. Volunteer agrees that all photos taken by the Releasees or on behalf of the Releasees will become the property of the District. Volunteer irrevocably authorizes the Releasees to edit, alter, copy, exhibit, publish, or distribute these photos for any lawful purpose. Volunteer also waives any right to inspect or approve the finished product wherein its name, logos or trademarks appears and waives any right to royalties or other compensation arising or related to the use of the photo.

6. **Waiver and Release of Claims.** Volunteer is aware that Volunteer’s workers’ participation in the Volunteer Services for this Project involve certain risks including, without limitation: lifting heavy objects; handling glass and other sharp materials; using hot or sharp objects or other tools; being exposed to dust, loud noises, machinery, and construction equipment; and interacting with and being in the presence of other volunteers, Releasees’ staff, contractors, and other people. Volunteer understands these risks include risks of injury, illness, death, and property damage or loss, and that they may arise from my own actions or from the actions of others at or near the Project or encountered when traveling to perform some of the Volunteer Services, if needed, offsite. Volunteer also understands that, even if the Releasees, Volunteer, and other persons present at the Project site follow all health and safety protocols, Volunteer’s workers’ may still be exposed to COVID-19 or other infectious diseases.

Knowing the risks described above, Volunteer agrees, on behalf of itself, Volunteers’ workers, parent companies, subsidiaries, and assigns to assume all the risks and responsibilities surrounding the Volunteer Services. Volunteer shall indemnify, hold harmless and defend with counsel of the Releasees’ own choosing, the 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 (collectively, the “Claims”) regarding and relating to the Volunteer Services performed by Volunteer and Volunteer’s workers. No attorney may be assigned to represent the Releasees unless the Kendall County State’s Attorney has pre-approved the appointment of the attorney to represent the Releasees. Releasees’ participation in its defense shall not remove my 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.

7. **Kotecki Waiver.** Volunteer agrees to assume all liability for all personal injury claims asserted and suffered by Volunteer’s workers on the Project; waives any limitation of liability defense based upon the Workers’ Compensation Act, court interpretations of said Workers’ Compensation Act or otherwise; and, to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend the Releasees from and against all such loss, expense, damage or injury, including attorneys’ and experts’ fees, that Releasees may sustain as a result of such claims, except to the extent that Illinois law prohibits indemnity for the Releasees’ own negligence. Releasees are designated and recognized as explicit third-party beneficiaries of this

Kotecki entered into in furtherance of this Agreement. This Kotecki Waiver shall survive termination of the Agreement.

- 8. **Waiver of Lien.** Volunteer hereby waives any claim of lien against Releasees' property on behalf of Volunteer and Volunteer's workers. Upon completion of the Project, Volunteer shall tender to the District a final waiver of lien for all subcontractors and suppliers, if any, were used by Volunteer to perform the Volunteer Services.
- 9. **Certification.** Volunteer certifies that Volunteer, 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). Volunteer further certifies by signing this Agreement that Volunteer, 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.*; 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 Volunteer made an admission of guilt of such conduct.
- 10. **Severability.** If any provision of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, that provision shall be severed from this Agreement with the remaining provisions of this Agreement to remain valid and enforceable to the fullest extent allowed by law.
- 11. **Term of Agreement.** This Agreement shall be effective as of the date of final signature below and shall continue in force and effect until the Volunteer Services have been fully completed to the satisfaction of the District. This Agreement may be terminated at anytime by either party upon providing written notice to the other party to this Agreement.

I HAVE READ THIS AGREEMENT AND UNDERSTAND ITS CONTENTS. I HAVE LEGAL AUTHORITY TO BIND VOLUNTEER TO THE TERMS OF THIS AGREEMENT AND INDEMNIFY RELEASEES FOR ANY DETRIMENTAL RELIANCE SUFFERED BY THEM FOR THEIR RELIANCE UPON MY AFFIRMATION. I AM AWARE THIS IS A RELEASE OF LIABILITY, AND SIGN IT ON BEHALF OF VOLUNTEER OF MY OWN FREE WILL.

By: _____
Date

Printed Name _____
Title

Received by: _____

On behalf of the Kendall County Forest Preserve District _____
Date

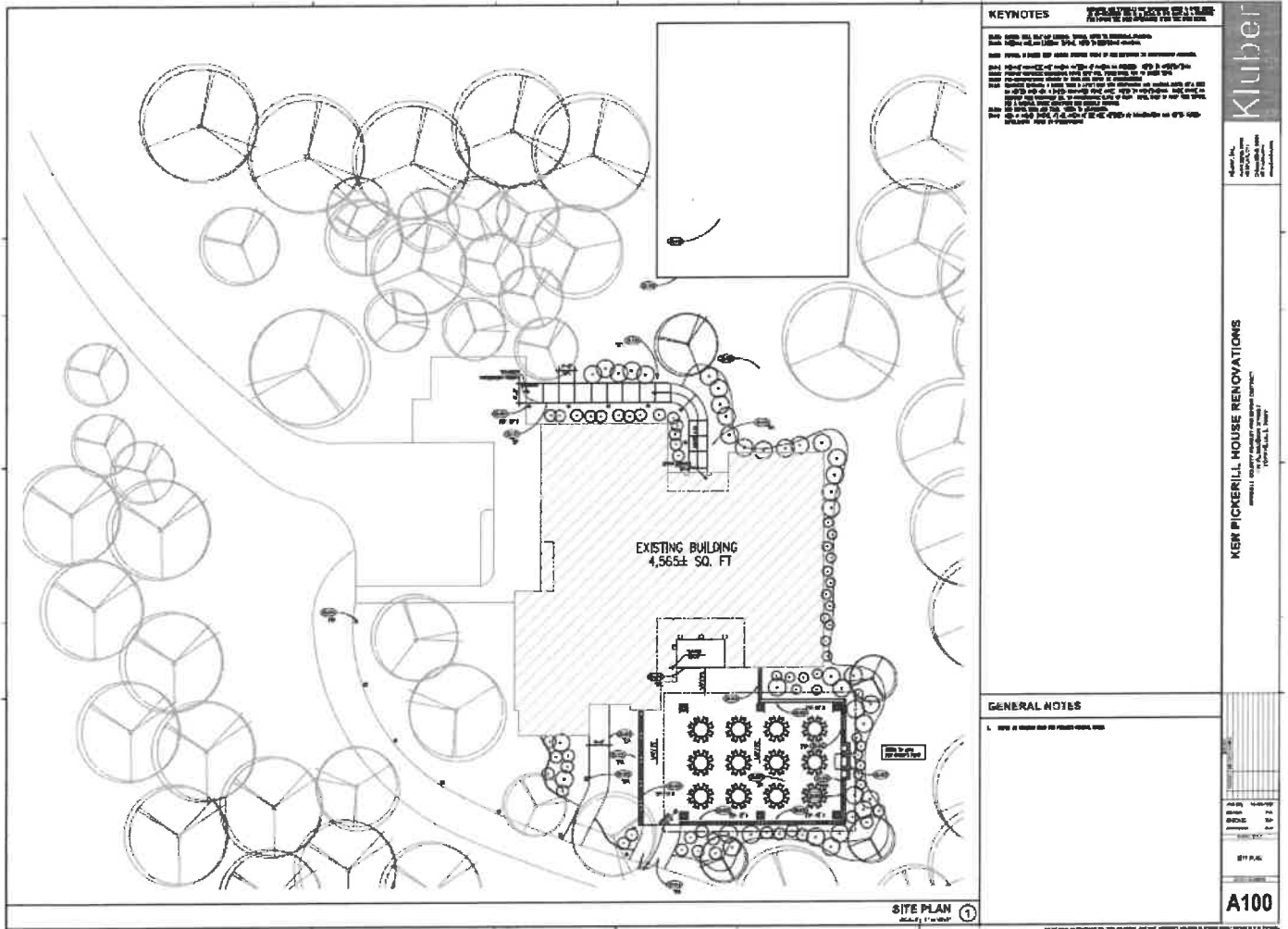
**EXHIBIT 1-
APPLICABLE PROJECT SPECIFICATIONS**

Exhibit 1 – Page 1 of 2

Ken Pickerill House Renovations Project Drawings

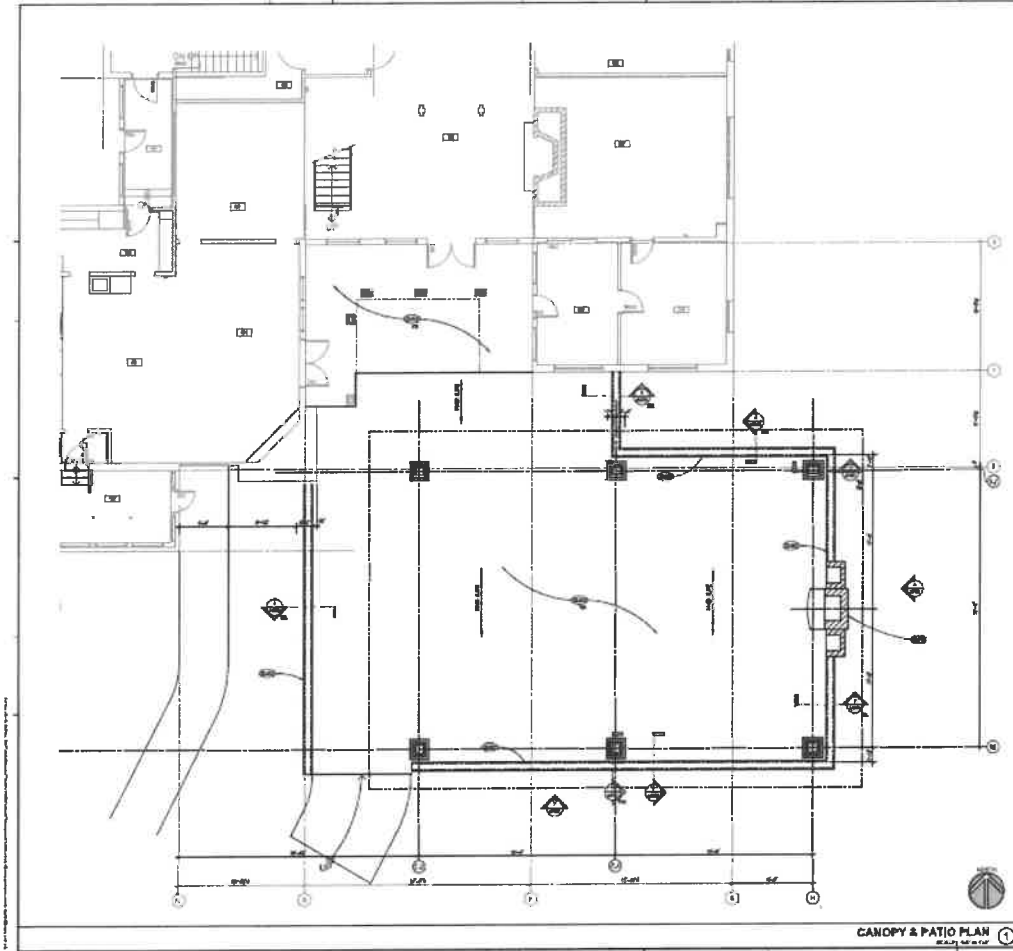
Scope of Work: Construction staking in accordance with the site plan for location of new sidewalks, pavilion footings, and excavation footprint.

A100 Site Plan



A311 Canopy & Patio Plan

Scale: 1/8" = 1'-0"



KEYNOTES
 1. REFER TO PLANETS & ELEVATIONS FOR FINISHES & MATERIALS.
 2. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF SEATTLE DEPARTMENT OF PUBLIC WORKS PERMITS & REGULATIONS.
 3. REFER TO THE CITY OF SEATTLE DEPARTMENT OF PUBLIC WORKS PERMITS & REGULATIONS FOR THE LATEST REQUIREMENTS.

GENERAL NOTES
 1. REFER TO THE CITY OF SEATTLE PERMITS & REGULATIONS FOR THE LATEST REQUIREMENTS.

Kiudell

MEN PICKERELL HOUSE RENOVATIONS

ARCHITECT

| | |
|----------|--------------|
| DATE | DESCRIPTION |
| 10/15/10 | CONCEPT |
| 11/15/10 | SCHEMATIC |
| 01/15/11 | PRELIMINARY |
| 02/15/11 | PERMITS |
| 03/15/11 | CONSTRUCTION |

A311

EXHIBIT 2-

MINIMUM INSURANCE REQUIREMENTS FOR VOLUNTEERS

Volunteer shall maintain insurance while rendering Volunteer Services that is at least as broad as the insurance provisions 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 District.

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

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.

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

Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if the Company 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.

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.)

Professional Liability (Errors and Omissions) Insurance: If applicable, Professional insurance appropriate to Volunteer's profession, with limit no less than \$2,000,000 per occurrence or claim and \$2,000,000 aggregate.

If Volunteer maintains broader coverage and/or higher limits than the minimums shown above, the Releasees shall be entitled to the broader coverage and/or the higher limits maintained by Volunteer. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Releasees.

Additional Insured Status: Releasees 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 Volunteer 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 Volunteer'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).

Primary Coverage: For any claims related to this Agreement, Volunteer's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 with respect to the

Releasees. Any insurance maintained by the Releasees shall be excess of Volunteer's insurance and shall not contribute with it.

Waiver of Subrogation: Volunteer hereby grants to the Releasees a waiver of any right to subrogation which any insurer of said Volunteer may acquire against the Releasees by virtue of the payment of any loss under such insurance. Volunteer 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 Releasees has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions: Self-insured retentions must be declared to and approved by the District. The District may require Volunteer to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the Releasees.

Claims Made Policies: If any of the required policies provide coverage on a claims-made basis, (1) the Retroactive Date must be shown and must be before the date of this Agreement or the beginning of the Volunteer Services; (2) insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Volunteer Services; and (3) if coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Volunteer must purchase "extended reporting" coverage for a minimum of five (5) years after completion of Volunteer Services.

Verification of Coverage: Volunteer shall furnish the District 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 District before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Volunteer's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors: The District shall require and verify that all of Volunteer's subcontractors, if any, maintain insurance meeting all the requirements stated herein, and Volunteer shall ensure that Releasees are additional insureds on insurance required from subcontractors.

Special Risks or Circumstances: The District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

EXHIBIT 3

KENDALL COUNTY FOREST PRESERVE DISTRICT KEN PICKERILL HOUSE VOLUNTEER PROJECT

VOLUNTEER ACKNOWLEDGMENT AND WAIVER AND RELEASE OF LIABILITY¹

I, _____ (*print full legal name*), am a worker of _____ (*print name of Volunteer Company*) (the "Company") which has offered to volunteer its services to the Kendall County Forest Preserve District ("District") for the project commonly known as the Ken Pickerill House Renovations (the "Project"). By signing below, I acknowledge that I will perform services on behalf of the Company for the benefit of the District (hereinafter referred to as "Volunteer Services"). I acknowledge that my execution of this Volunteer Acknowledgment and Waiver and Release of Liability (the "Waiver") in no way creates a contract of employment with the District, Kendall County, Illinois, or their respective past, present and future elected officials, employees, insurers, and agents (collectively referred to herein as "Releasees").

In consideration for being granted access to perform the Volunteer Services for the Project, the undersigned hereby affirms and agrees to the following:

1. **District Volunteer.** By signing my name below, I affirm that I am providing the Volunteer Services with no expectation or promise of compensation from the Releasees, and that I shall not receive any compensation from the Releasees for my Volunteer Services. Additionally, I understand and agree that Releasees shall not be liable for any compensation and benefits found due and owing to me for my Volunteer Services performed at the Project.
2. **Volunteer Requirements.** As a volunteer for the District, I agree to perform my Volunteer Services to the best of my ability and in a professional, safe and timely manner. I also agree to comply with the District's General Use Ordinance, all applicable local, state and federal laws and regulations, and all District volunteer policies, safety rules, training, and directions.
3. **Acknowledgment and Acceptance of Risks.** I understand that my participation in the Volunteer Services involves certain risks. They include, without limitation: my lifting heavy objects or otherwise exerting myself; handling glass and other sharp materials; using hot or sharp objects or other tools; being exposed to dust, loud noises, machinery, and construction equipment; and interacting with and being in the presence of other volunteers, Releasees' staff, contractors, and other people. I understand these risks include risks of injury, illness, death, and property damage or loss, and they may arise from my own actions or from the actions of others at or near the Project or encountered when traveling to perform my Volunteer Services. I understand that, even if everyone at the Project site follows all health and safety protocols, I may still be exposed to COVID-19 or other infectious diseases. By signing my name below, I affirm that I am voluntarily performing the Volunteer Services with knowledge of the hazards and potential dangers involved, and I agree to accept all risks set forth above.

¹ This Volunteer Acknowledgment and Waiver and Release must be signed by each worker prior to performing any Volunteer Services on the Project.

4. **Medical Conditions.** I understand that I am solely responsible for knowing my own physical condition and my ability to perform the Volunteer Services. **By signing my name below, I acknowledge that I have been advised that I should consult with a physician before performing any Volunteer Services to determine if I have any physical or medical conditions that may affect my participation in the Project and, if any such physical or medical restrictions become known to me after my execution of this Waiver, I should not perform the Volunteer Services for Releasees.**

5. **Photography.** I consent for the Releasees to photograph, film and/or record me and to use such photographs and recordings and my name for promotional and/or publicity purposes. I give permission to Releasees to use my likeness in photographs, videos, and other digital media (“photo”) in their publications, including web-based publications/websites, without payment or other consideration. I agree that all photos taken by or on behalf of the Releasees will become the property of the Releasees. I hereby irrevocably authorize the Releasees to edit, copy, publish, and distribute these photos for any lawful purpose. I waive any right to inspect or approve the finished product and any right to royalties or other compensation related to the use of the photo.

6. **Waiver and Release of Claims.** I agree that I, and my assignees, heirs, guardians, and legal representatives, will not make a claim against or sue the Releasees for injury or damage resulting from the acts or omissions, however caused, by Releasees relating to my Volunteer Services. I understand that, if I am injured in the course of performing Volunteer Services on the Project, I am *not* covered by the Releasees’ workers’ compensation and/or liability insurance.

7. **Authorization to Seek Emergency Medical Treatment.** I authorize the Company and the Releasees to seek emergency medical treatment on my behalf in case of injury, accident or illness to me arising from my involvement as a volunteer at the Project. I understand and agree the Releasees shall *not* be responsible for payment of any medical, dental and vision care expenses and for any other expenses and damages that I sustain from such injury, accident and/or illness.

8. **Severability.** If any provision of this Waiver is found to be invalid or unenforceable by a court of competent jurisdiction, that provision shall be severed from this Waiver with the remaining provisions of this Waiver to remain valid and enforceable to the fullest extent allowed by law.

I READ THIS AGREEMENT AND ACCEPT ITS TERMS. I KNOW THIS IS A RELEASE OF LIABILITY, AND SIGN IT OF MY OWN FREE WILL.

 Volunteer (print name)

 Volunteer’s Signature

 Date

Received by:

 On behalf of the Kendall County Forest Preserve District

 Date

GRAINCO FS, Inc.

202 W Rt 71
Newark, IL 60541
Phone: (815) 695-1067
Fax: (815) 695-1069

Acct #

1341197

PREPAY CONTRACT

If you do not want a contract, please disregard this letter.

Kendall Forest – Ellis
110 W Madison St
Yorkville IL 605650

GRAINCO FS, Inc. offers a Prepay Plan designed to guarantee your price for a specific number of gallons at an additional savings of 10 cents per gallon. To participate in this program, your estimated gallons must be paid in full at time the contract is signed and returned.

To qualify for a contract, customer agrees to the following:

- Contract gallons will be delivered between September 1, 2022 and March 31, 2023.
- Contracts are offered to active accounts with no past due balance.
- Customers on a contract will be on a KEEP FULLASCHEDULED delivery program.
- Any gallons delivered beyond the contracted gallons will be delivered at the current market price.
- Any remaining balance due on your May 2023 statement must be paid in full to be eligible for the 2023-2024 contract.

We will email your propane invoices directly to you after every delivery. Please check the box indicated and include your email address if you would like to be included in this service.

Email Invoice To: _____

Please review the program listed below and the *Terms & Conditions* listed on page 3 and return this page by **June 25, 2022** to enroll in the Prepay Program. **Contract pricing NOT guaranteed beyond June 25, 2022.**

- Your estimated use is 3000 gallons.
- Your guaranteed PrePay price per gallon with cash or check is \$1.299
- Your total payment due with cash or check is \$3879
- Your guaranteed PrePay price per gallon with credit card or ACH is \$1.349
- Your total payment due with credit card or ACH is \$4029
- Call the office with credit card or checking account information
- Contract must be signed and returned with payment by June 25, 2022 to guarantee contract price

Name: Kendall Forest - Ellis

Signed: _____

Date: _____

Phone#: _____

GRAINCO FS, Inc.

202 W Rt 71
Newark, IL 60541
Phone: (815) 695-1067
Fax: (815) 695-1069

Acct #

1348116

PREPAY CONTRACT

If you do not want a contract, please disregard this letter.

Kendall Forest Preserve - Harris
110 W Madison St
Yorkville IL 605650

GRAINCO FS, Inc. offers a Prepay Plan designed to guarantee your price for a specific number of gallons at an additional savings of 10 cents per gallon. To participate in this program, your estimated gallons must be paid in full at time the contract is signed and returned.

To qualify for a contract, customer agrees to the following:

- Contract gallons will be delivered between September 1, 2022 and March 31, 2023.
- Contracts are offered to active accounts with no past due balance.
- Customers on a contract will be on a KEEP FULLASCHEDULED delivery program.
- Any gallons delivered beyond the contracted gallons will be delivered at the current **market price**.
- Any remaining balance due on your May 2023 statement must be paid in full to be eligible for the 2023-2024 contract.

We will email your propane invoices directly to you after every delivery. Please check the box indicated and include your email address if you would like to be included in this service.

Email Invoice To: _____

Please review the program listed below and the *Terms & Conditions* listed on page 3 and return this page by **June 25, 2022** to enroll in the Prepay Program. **Contract pricing NOT guaranteed beyond June 25, 2022.**

- **Your estimated use is 200 gallons.**
- **Your guaranteed PrePay price per gallon with cash or check is \$1.299**
- **Your total payment due with cash or check is \$0**
- **Contract must be signed and returned with payment by June 25, 2022 to guarantee contract price**

Name: Kendall Forest Preserve - Harris

Signed: _____

Date: _____

Phone#: _____

TERMS & CONDITIONS:

The GRAINCO FS, Inc. Budget Billing Plan (BBP) and Prepay Plan (PP) contract plans are administered under the following terms & conditions:

1. All Guaranteed Price programs for the 2022-23 heating season expire on March 31, 2023 or when the contracted gallons have been delivered, whichever comes first.
2. Propane delivered between April 1, 2022 and August 31, 2022 is **NOT** part of your contract and must be paid in full according to your normal non-contract account terms. Unpaid balances are subject to a finance charge of 1.8% monthly (21.6% annual percentage rate).
3. Missed monthly payments are subject to a finance charge of 1.8% monthly (21.6% annual percentage rate). Any credit balance remaining on your account at the end of the contract term will be used to lower your monthly payments or your pre-payment amount for the following contract year.
4. A current contract can only be cancelled at the discretion of GRAINCO FS, Inc., and will remain in effect until all contract terms have been met.
5. If the contract is canceled, deliveries for the remainder of the contract term will be billed at the current market price, but **not** less than the contracted price, and will be due according to your normal non-contract account terms.
6. To receive the guaranteed price protection, patron's entire account balance must be within the payment terms as established by the GRAINCO FS, Inc. Board of Directors.
7. The number of gallons used to calculate your usage is an estimate based on your purchase history. There is a minimum purchase requirement of 500 gallons for a 1000 gallon tank and 325 gallons for a 500 gallon tank. We cannot guarantee that our estimate will reflect your actual usage. Gallons above and beyond the contracted amount will be billed in the Regular account at the current market price and payment is due according to your normal non-contract account terms.
8. The Budget Billing Plan monthly payment is the fixed price per gallon x estimated gallons + estimated tax = Total cost divided by 11 months = monthly payment rounded to the nearest dollar.
9. The PrePay Plan payment is the fixed price per gallon x estimated gallons + estimated tax = Total cost rounded to the nearest dollar.
10. The Budget Billing Plan and the Prepay Plan are product pricing programs only; they are not delivery guarantee programs. GRAINCO FS, Inc. reserves the right to allocate product in the case of shortages or pipeline allocations, and we cannot guarantee the availability of product when outside forces such as natural disasters, shortages or other circumstances beyond our control affect product availability.
11. A statement of your account(s) will be sent each month. If you have chosen the Budget Billing Plan, a separate statement will be sent showing your monthly payment amount as your **PAYMENT DUE**.
12. Prepayments and credit balances do not earn interest.

To: Kendall County Forest Preserve District Board of Commissioners

From: David Guritz, Director

RE: Request for Authorized Purchase Limit Increase

Date: June 21, 2022

Attached, please find the revised purchasing policy for the District's Executive Director.

During the Finance Committee meeting, a motion was approved to forward consideration of an increase to the Executive Director's authority to approve purchases of goods and services to \$10,000.00 to the Committee of the Whole for discussion.

The Committee of the Whole discussed the proposed increase, with a motion to forward the policy revision to Commission for approval.

The increase is recommended in order to reduce the reporting burden for items presented to the District's Committees and Commission for approval.

Recommendation:

Consider a motion to increase to the Kendall County Forest Preserve District Executive Director's maximum purchase limit authority for goods and services from \$2,500 to \$10,000.

Policy Extending Signature Authority to the Executive Director
of the District to Secure Goods and Services within Budgeted Appropriations for
Amounts Not-to-Exceed \$10,000.00

1. The Executive Director has the authority to approve purchases for goods and services for amounts not-to-exceed \$10,000.00 without prior approval from the Board of Commissioners.
2. Purchases may only be made within appropriated budget limits.
3. Purchases of goods and services beyond budget appropriations require prior approval from the Board of Commissioners. This includes pre-approval of all expenditures for goods and services that require a transfer of contingency funding to the line item for which the approved purchases will be charged.
4. All contracts, regardless of the amount, will be presented to the Board of Commissioners for approval.

Policy Revision Dates

September 14, 2015

September 17, 2019

June 21, 2021

Resolution 22-06-001
AMENDING ORDINANCE #02-01

GENERAL USE REGULATION ORDINANCE
Kendall County Forest Preserve District

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

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

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

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

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

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

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

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

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

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

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

WHEREAS, pursuant to the statutory authority set forth above, on or about September 18, 2018, the District's Board of Commissioners approved Ordinance #18-09-002 "General Use Regulation Ordinance"; and

WHEREAS, the Board of Commissioners of the District has the authority and the power to establish and amend its General Use Ordinance; and

WHEREAS, the District's Board of Commissioners finds it necessary and in the public interest to amend the District's Ordinance #02-01 captioned "General Use Regulation Ordinance" by adopting this amended Kendall County Forest Preserve District General Use Regulation Ordinance (hereinafter "General Use Ordinance" or "Ordinance") in lieu thereof, which shall become effective immediately; and

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

CHAPTER ONE – CONSTRUCTION OF WORDS AND DEFINITIONS

Section I – Construction of Words:

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

Section II – Definitions:

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

- a. "Agent" means any director, officer, servant, employee, or other person who is authorized to act in behalf of the District.
- b. "Amusement Contraptions" means any mechanical device, gadget, machine or structure designed to test the skill or strength of the user or provide the user with any sort of ride, lift, swing or fall experience including, but not limited to, ball-throwing contest devices, pinball-type devices, animal ride devices, ball and hammer devices and trampoline devices.
- c. "Area" or "Areas" means a specified place within a Forest Preserve.
- d. "Board" means the Board of Forest Preserve Commissioners.
- e. "Director" means the Director of the District or such persons charged with or delegated such authority by the Director.
- f. "District" means the Kendall County Forest Preserve District.
- g. "Employee" means any full or part-time, regular or temporary worker in the employ of the District under the supervision of the Director.

- h. "Exclusion of Others" refers to prohibiting use or behavior by others, which disrupts or prevents the authorized and lawful use of a designated area or structure in a Preserve by a person or persons holding a valid Permit for such area or structure and activity.
- i. "Legal Adult" means one who has reached the age of majority as defined by the laws of the State of Illinois.
- j. "Permit" means the written permission that must be obtained from the District to carry out a given activity.
- k. "Person" or "Persons" means individuals, firms, corporations, societies or any other entity, group or gathering whatsoever.
- l. "Posted" means that a notice is posted, either by a sign in a Forest Preserve at the entrance to a Forest Preserve or at the District offices, the location being at the discretion of the Director.
- m. "Preserve" or "Forest Preserve" means land and waters, or property owned, leased, or licensed by the District and property over which the District has easement rights.
- n. "President" means the President of the Board of Forest Preserve Commissioners.
- o. "Property" means any lands, waters, facilities or possessions of the District.
- p. "Sound and Energy Amplification" means music, speech or any sound or noise transmitted by artificial means, including, but not limited to, amplifiers, loudspeakers, radios or any similar devices, or lights, rays, lenses, mirrors or laser beams.
- q. "Unmanned aircraft" or "UA" means a device used or intended to be used for flight in the air that is operated without the possibility of direct human intervention within or on the device.
- r. "Unmanned aircraft system" or "UAS" means an unmanned aircraft and its associated elements, including communication links and the components that control the unmanned aircraft, that are required for the safe and efficient operation of the unmanned aircraft in the national airspace system.
- s. "Vehicle" means every device in, upon or by which any person or property may be transported or drawn upon a highway, in addition to any device or conveyance on the land using wheels of belt-type track or tracks, skids or skis and propelled by an engine or motor and includes such land conveyances that are able to float and operate on water, except devices moved by human power.
- t. "Watercraft" means any device of conveyance on the water whether propelled by motor, engine, wind, or human power.

- u. "Waters" or "Waterways" means lake, pond, slough, stream, lagoon, marsh, or river within the jurisdiction of the District.
- v. "Written Permission" means written permission granted by the Board, President or Director or written permission granted by an authorized agent or employee of the District acting within the scope of their agency and employment.

CHAPTER TWO – PUBLIC USE

Section I – Public Use and Purpose of the District:

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

Section II – Hours of Use:

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

Section III – Permits:

- a. No person shall conduct, operate, present, manage or take part in the following activities in a Forest Preserve unless a Permit is obtained prior to the start of the activity:
 - 1. Any contest, show, exhibit, dramatic performance, play, act, motion picture, bazaar, musical event, ceremony, parade, including, but not limited to, drills or maneuvers, rallies, or picketing.
 - 2. Any use of any Forest Preserve Area or facility by a certain person or group of persons to the exclusion of other;
 - 3. Camp on any lands of the District or inhabit any structure or facility overnight.
 - 4. To operate a registered UA and/or UAS on designated areas of District property.
- b. Persons desiring to engage in any of the above activities may apply to the District for a Permit or license under the following categories and subject to the policies and fees set by the Board:

1. Picnic – No Permit is required to have a picnic; however, if a Person desires to reserve a designated area or areas to the Exclusion of Others then a Permit is required.
 2. Camping – A Permit is required. The Permit reserves a designated area or areas to the Exclusion of Others and allows the permittee to remain in the Preserve overnight. For organized, sponsored youth group campsites, the Permit may be valid for from one to seven consecutive nights. The Permit may provide permission to for other Permit controlled activities.
 3. Special Event – A Special Event Permit may be required for activities listed in Chapter Two, Section IIIa, paragraph 1 above. The Permit may provide for use of an Area or Areas to the Exclusion of Others and for other Permit controlled activities pursuant to this Ordinance.
 4. UA and UAS identification cards/Permits – In order to provide for the safe and peaceful use of the Forest Preserves an operator may not operate a UA and/or UAS on District property without a District issued identification Permit. The operator must maintain the identification Permit on their person at all times while operating the registered UA and/or UAS on District property. Each District UA and UAS identification Permit shall contain, at a minimum, the following information:
 - a. The name, address and telephone number of the UA and UAS owner.
 - b. The make, model, and serial number of the UA and/or UAS. (Where the owner is unable to provide a serial number of the UA and/or UAS, the Director shall specify the alternative identifying information that the owner shall provide to satisfy the requirements of this section).
- c. Permits in General:
1. Permits are non-transferable and are subject to fees set by the Board. Permits must be applied for at least 72 hours in advance of the event, except those that require a certificate of insurance, which must be applied for at least 14 days in advance of the event. Permits shall only be issued to a Legal Adult and that Legal Adult must be present during the permitted activity. Minor changes in the Permit may be made upon the Written Permission of the Director for no additional fee providing that the specific Forest Preserve is not changed, the date or dates involved are not changed, the number or size of the designated areas is not increased, and the request for change is made at least 72 hours prior to the event.

2. The Board may require proof of and establishing the amount of liability insurance required, and/or requiring a Hold Harmless Agreement, or requiring an endorsement naming the District as an additional insured when the activity is deemed to require such.
3. An unmanned aircraft and/or unmanned aircraft system identification Permit shall be valid only in the calendar year of the date of issuance, or the date of expiration of the insurance certificate held on file, whichever is sooner.

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

Section I – Destruction or Misuse of Property and Structures:

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

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

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

Section II – Destruction or Misuse of Natural Resources:

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

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

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

Section III – Contraband:

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

Section IV – Destruction by or Misuse of Fire:

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

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

- e. Build any fire whatsoever for any purpose in or out of a receptacle or fireplace and leave it unattended, until such fire is properly extinguished. For the purpose of this Section, a fire shall be deemed properly extinguished when its ashes, residue, coals and unburned substance is cold to the human touch.

CHAPTER FOUR – REGULATION OF SPORTS AND GAMES

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

Section I – Swimming:

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

Section II – Watercraft:

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

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

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

Section IV - Unmanned Aircraft and Unmanned Aircraft Systems

To preserve wildlife and aquatic life and to ensure the safety and enjoyment of all visitors and District staff, the District instituted the following rules, which are hereby incorporated into this Ordinance:

- 1) No person shall operate, launch, take off, land, cause to launch, take off or land, or authorize the operation, take off, launching or landing of any UA and/or UAS without a current and valid District identification card/permit.
- 2) All UA and UAS operators must carry their District identification card/permit with them when operating a UA and UAS on District property and must immediately present it to a District agent for inspection if requested.
- 3) No person shall operate, launch, take off, land, cause to launch, take off or land, or authorize the operation, take off, launching or landing of any UA and/or UAS except at designated District Preserve areas. Use is first-come, first-served, unless otherwise pre-approved in writing by the District's Director. Designated areas shall be approved by the District's Board of Commissioners and may be amended by the District's Board of

Commissioners at any time. All designated UA and UAS areas will be marked with signage by the District. A map of all designated UA and UAS areas will also be available for public inspection at the District office.

4) All UA and UAS operators must, at all times, operate their UA and UAS in accordance with local, state and federal laws and regulations including, but not limited to all applicable rules, regulations and safety guidelines promulgated by the Federal Aviation Administration and Illinois Department of Transportation.

5) All operators shall use their UA and UAS devices in a courteous manner of others who are present in the District for the quiet enjoyment of nature.

6) All UA and UAS operators must hold a certificate of liability insurance (e.g., homeowner's insurance) naming the District as an additional insured, and the insurance must have a liability limit of at least \$1 million.

7) All UA and UAS operators must, at all times, comply with the District's General Use Ordinance and all other applicable District rules and regulations.

Each violation of this Section shall be considered a separate violation of the District's General Use Ordinance. Also, any violation of this Section could also result in immediate revocation of the operator's identification card/permit and termination of the operator's right to use their UA and/or UAS on District property.

The District will not be responsible for any damage to property or persons caused by non-District UA and UAS devices.

Section IV – Horseback Riding:

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

Section V – Bicycling:

- a. Ride a bicycle on any path, trail, roadway or other Area designated or Posted as prohibiting bicycles;
- b. Fail to ride a bicycle as closely as possible to the right-hand side of any road, trail or path, as conditions shall allow;
- c. Ride a bicycle more than two abreast on any trail, path, or roadway;
- d. Ride a bicycle more than single file when overtaking or approaching other bicycle or equestrian traffic;
- e. Ride a bicycle on any trail, path or other access which is less than eight feet in width; or
- f. Ride a bicycle on any trail, path, roadway, or parking area in a manner which endangers the safety of Persons or property, or at a speed which is greater than

is reasonable and proper for the safe operation of the bicycle with regard to existing conditions, including but not limited to, trail or road surface, hills, curves, intersections and other bicycle or pedestrian or equestrian traffic.

Section VI – Skateboarding and Roller-blading:

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

Section VII – Sound or Energy Amplification:

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

Section VIII – Winter Sports:

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

Section IX – Field and Team Sports:

Play or engage in any club, league, or sponsored team sport, athletic event, or any such endeavor which by its nature restricts public use and access of open Areas or fields, except in those Areas designated by the Board as athletic fields or, if none are available, only in those Areas and for such a period of time as defined by special use permit approved by the Executive Director, or other formal agreement approved by the Board of Commissioners, in order to ensure the safe and equal use of the Preserve by others. This does not restrict use of open Areas or fields by the public to engage in active and/or passive recreational games and activities that limit disturbances and impacts to forest preserve grounds and natural resources.

Section X – Amusement Contraptions:

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

Section XI – Aviation:

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

Section XII – Gambling:

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

CHAPTER FIVE – REGULATION OF MOTORIZED VEHICLES, TRAFFIC AND PARKING

Section I – State Law Adopted:

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

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

Section II – Vehicle Operation and Equipment:

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

Section III – Vehicle Types and Access Allowed:

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

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

Section IV – Right-of-Way:

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

Section V – Parking:

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

Section VI – Speed Limit:

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

Section VII – Special Speed and Operating Restrictions:

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

CHAPTER SIX – REGULATION OF PERSONAL CONDUCT AND BEHAVIOR

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

Section I – Vending and Advertising:

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

Section II – Unlawful Obstructions:

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

Section III – Unlawful Construction, Maintenance or Encroachment:

- a. Erect, construct, install, or place any structure (*(*)with the exception of use of pop-up shade canopy structures, up to 12 feet by 12 feet in size, during forest preserve open hours within preserve areas designated by the Board*), building, shed, fences, machinery, equipment, or apparatus of any type, or stockpile, store

or place any organic or inorganic material used for construction of such items on, below, over or across a Preserve without prior Written Permission from the District and then only in accordance with the terms and conditions set forth in a valid License, Easement or Contract agreement.

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

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

Section IV – Drug or Alcohol Use:

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

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

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

- 1. A catering business enrolled in the Kendall County Forest Preserve District’s Preferred Caterers Program that possesses a current Class I license in accordance with the Kendall County Liquor Control Ordinance;
- 2. A not for profit corporation or organization that possesses a current Class G or Class J license in accordance with the Kendall County Liquor Control Ordinance;

3. A pre-approved bartending service business serving, but not selling, alcohol and employing BASSET (Beverage and Alcohol Sellers and Servers Education Training) certified alcohol servers in accordance with 235 ILCS 5/6-27.1; or
4. A charitable organization hosting an event wherein alcohol is served, but not sold, by volunteers of the organization.

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

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

Section V – Weapons and Harmful Substances:

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

Section VI – Disorderly Conduct:

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

Section VII – Disobeying a Lawful Order:

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

Section VIII – Hindering or Bribing Employees:

- a. Interfere with, unreasonably disrupt, delay, or in any manner hinder any Employee engaged in the performance of his duties; or

- b. Give or offer to give any Employee any money, gift, privilege or article of value on or off District Property in order to violate the provisions of this Ordinance or any other District Ordinance, Contract or Permit or Statute of the State of Illinois and the United States or in order to gain or receive special consideration in applying for any use or privilege or to gain special consideration and treatment in the use of any District Property of facility.

Section IX – Control and Treatment of Animals:

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

Section X – Honoring Permits:

By act or speech willfully or unreasonably hinder, interrupt or interfere with any duly permitted activity or unreasonably or willfully intrude on any Areas or into any structure designated for

the use of a certain Person or Persons to the Exclusion of Others by Written Permission of the District.

Section XI – Pyrotechnics:

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

Section XII – Illinois Compiled Statutes Violation:

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

CHAPTER SEVEN – ENFORCEMENT

Section I – Police:

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

Section II – Two Penalties – One Judgment:

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

Section III – Fines and Penalties:

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

Section IV – Authority of Other Agencies:

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

Section V – Permits and Designated Areas – Authority:

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

- a. The Director shall have the authority to close Preserves, or parts thereof, in the interest of public health, safety or general welfare or in order to protect the natural resources from unreasonable harm; to promulgate and issue Permits

where required by this Ordinance; and to collect such fees as established by the District in accordance with the following guidelines:

1. No Person shall be discriminated against because of age, race, sex, creed, color, national origin, or physical or mental handicap;
 2. The proposed use or activity shall not unreasonably interfere with or detract from the general public's use and enjoyment of the Forest Preserves and surrounding property or facilities;
 3. The proposed use or activity is not reasonably likely to result in violence or in serious harm to Property or Persons;
 4. The proposed activity or use shall not entail extraordinary expense or operation costs by the District or expose it to unusual or extreme liability;
 5. The Area desired has not been reserved for another activity at the same time;
 6. The proposed activity is not reasonably expected to detract from the promotion of public health; and
 7. The proposed activity is reasonably compatible with the type of Preserve, the size and character of the Area or Waters involved and the facilities available, and that it is not reasonably expected to cause irreparable harm or extreme damage to the natural environment of the Preserve.
- b. The Director may impose reasonable restrictions on the granting of a Permit, including, but not limited to any of the following:
1. Restricting the open dates for reserved Area use; the length of time an Area will be held for reserved use; the use of ground fires; off-the-road vehicle access; the number of Persons present; the use of domestic or trained animals; the use of shelters or structures; the collecting for any purpose of any Water, soils, minerals, flora or fauna; the type and location of sports and games or any other activity which appears likely to unreasonably interfere with the use and enjoyment of the Preserve by others or cause damage to District property; and
 2. Requiring the name, address, telephone number and driver license number of a legal adult responsible for the use or activity requested, as well as the name, address and telephone number of the group represented by the applicant.
- c. All Permits required by this Ordinance and issued by the District shall be issued at the District headquarters at 110 West Madison Street, Yorkville, Illinois. All applications for Permits shall be submitted at least 72 hours in advance of the earliest requested date, provided that the Director may waive the 72-hour time period in the interest of public safety or for such events that are of a significant civic nature.

- d. The Director is authorized to seek reasonable information regarding any proposed use, activity or privilege and require a record of such information on a Permit application. No Person shall misrepresent, falsify or withhold such required information.
- e. No Person granted a Permit shall violate the requirements, terms, conditions, restrictions or rules duly set forth under the authority of this Ordinance as part of any granted Permit.
- f. The Board may set forth in other Ordinances guidelines and standards regulating such Permit or registration fees as it deems proper and may change them from time to time.
- g. No Person shall obtain or use any Permit without having first paid the established fee.
- h. All designated Areas, Waters or facilities and all Permit restrictions, rules, regulations or conditions are subject to review at any time by the Board. Any aggrieved Person shall have the right to petition the Board, in writing, regarding denial or restriction of use or activity and be properly heard by the Board, as the President shall direct.

Section VI – Civil Suits:

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

Section VII – State’s Attorney Authorized to Prosecute:

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

Section VIII – State, United States and Local Laws:

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

CHAPTER EIGHT – MISCELLANEOUS

Section I – Enactment:

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

Section II – Captions and Headings:

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

Section III – Severability:

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

Section IV – Copies:

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

Section V – Conflict:

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

Section VI– Amendments:

The District may amend this Ordinance from time to time.

Passed and approved by the President and Board of Commissioners of the District this 21st day of June, 2022.

Approved: _____
Judy Gilmour, President

Attest: _____
Elizabeth Flowers, Secretary

- Amended November 7, 2012.
- Amended August 15, 2016.
- Amended May 6, 2017
- Amended September 18, 2018
- Amended June 21, 2022

KENDALL COUNTY FOREST PRESERVE DISTRICT

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

Unmanned Aerial Vehicle (UAV) Permit Application

This application must be completed in its entirety, with all fields completed, and submitted with the applicant's insurance certificate. Permits require no less than thirty (30) days for processing and approval. Final approved permits will be sent out electronically to permit holders.

Name: _____

Address: _____

Phone Number: _____

Email Address: _____

UAV Make: _____

UAV Model: _____

UAV Serial Number: _____

INSURANCE REQUIREMENTS

The District's requires the following minimum insurance coverage for permit holders:

- A. \$100,000.00 for personal injury or death of one person;
- B. \$300,000.00 personal injury or death to more than one person in one accident, with a maximum of \$100,000.00 for each person;
- C. \$50,000.00 for property damage

A valid certificate of insurance listing the Kendall County Forest Preserve District, 110 W. Madison Street, Yorkville, Illinois 60560 as a certificate holder must accompany this permit application in order to be considered for approval.

Permit holders are authorized to conduct UAV flights only within designated use areas without special use permissions.

The only designated areas for UAV activity

- Jay Woods Forest Preserve:
 - 860 Creek Road, Plano, IL
 - inner prairie loop (34 acres)
- Pickerill-Pigott Forest Preserve:
 - 6350 Minkler Road, Yorkville, IL 6560
 - hilltop prairie (15 acres)
- Aux Sable Springs open turf area (7.5 acres)
 - 2760 Holt Road, Minooka, IL

Maps attached (UAV flights in blue highlighted areas only):

UAV use may be considered in other preserve areas under a separately approved special use permit. Contact the District's main office to request an application at 630-553-4025, or kcforest@co.kendall.il.us.

GENERAL USE ORDINANCE #02-01 – UAV RULES AND REGULATIONS

Section IV - Unmanned Aircraft and Unmanned Aircraft Systems

To preserve wildlife and aquatic life and to ensure the safety and enjoyment of all visitors and District staff, the District instituted the following rules, which are hereby incorporated into this Ordinance:

- 1) No person shall operate, launch, take off, land, cause to launch, take off or land, or authorize the operation, take off, launching or landing of any UA and/or UAS without a current and valid District identification card/permit.
- 2) All UA and UAS operators must carry their District identification card/permit with them when operating a UA and UAS on District property and must immediately present it to a District agent for inspection if requested.
- 3) No person shall operate, launch, take off, land, cause to launch, take off or land, or authorize the operation, take off, launching or landing of any UA and/or UAS except at designated District Preserve areas. Use is first-come, first-served, unless otherwise pre-approved in writing by the District's Director. Designated areas shall be approved by the District's Board of Commissioners and may be amended by the District's Board of Commissioners at any time. All designated UA and UAS areas will be marked with

signage by the District. A map of all designated UA and UAS areas will also be available for public inspection at the District office.

- 4) All UA and UAS operators must, at all times, operate their UA and UAS in accordance with local, state and federal laws and regulations including, but not limited to all applicable rules, regulations and safety guidelines promulgated by the Federal Aviation Administration and Illinois Department of Transportation.
- 5) All operators shall use their UA and UAS devices in a courteous manner of others who are present in the District for the quiet enjoyment of nature.
- 6) All UA and UAS operators must hold a certificate of liability insurance (e.g., homeowner's insurance) naming the District as an additional insured, and the insurance must have a liability limit of at least \$1 million.
- 7) All UA and UAS operators must, at all times, comply with the District's General Use Ordinance and all other applicable District rules and regulations.

Each violation of this Section shall be considered a separate violation of the District's General Use Ordinance. Also, any violation of this Section could also result in immediate revocation of the operator's identification card/permit and termination of the operator's right to use their UA and/or UAS on District property.

The District will not be responsible for any damage to property or persons caused by non-District UA and UAS devices.

By signing and submitting an application, I agree that I have reviewed the designed map areas and the rules and requirements governing all preserve areas including use of Unmanned Aerial Vehicles (UAV's) within the General Use Ordinance #02-01 of the Kendall County Forest Preserve District, Kendall County, Illinois. I understand that violations of the District's General Use Ordinance may result in the immediate revocation of a Special Use Permit.

Signature: _____

Date: _____

FOR OFFICE USE ONLY

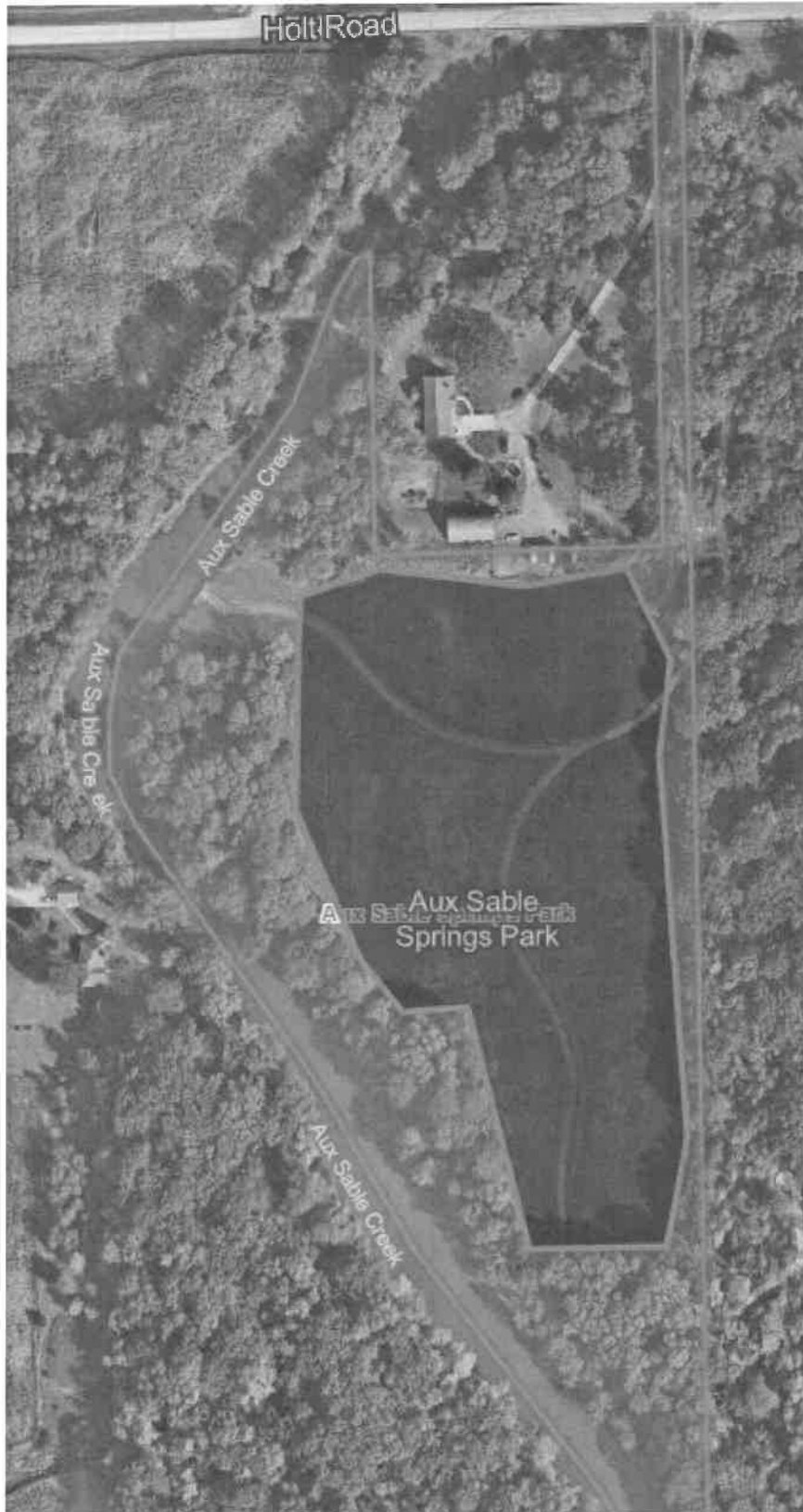
Special Use Permit Submission Date: _____

Special Use Permit Approval Date: _____

Authorized Signature: _____

Expiration Date: _____

UAV Designated Area Maps





Big Ben Builders

Barry J. Niles

810 Teri Lane

Yorkville, IL 60560

Estimate for Kendall County / Ellis House

Work to be performed:

Removal of old and damaged windows and replace with new Anderson windows to match old windows.

ESTIMATE OF WORK TO BE PERFORMED

| | | |
|---------------------------|------------------------------------|-------------------|
| Materials: | Framing and misc. | \$400.00 |
| Labor: | 37 total hours @ \$50.00 per hours | <u>\$1,850.00</u> |
| Windows: | | <u>\$4,258.10</u> |
| Total Estimated Cost..... | | \$6,508.10 |

In order to purchase the new windows a 50% down payment is necessary to place the order. In addition, the current labor to measure and meet with the window salesman, open up the wall and evaluate the moisture damage, and apply temporary drywall is 7 hours.

Total amount due to proceed with project is..... \$2,479.05

Date: May 9, 2022

Barry J. Niles



SOLD TO:

SOLD BY:
 SEARLS WINDOWS AND DOORS, INC.
 16260 S. Essington Road
 Plainfield, IL 60544
 815-436-3196
 815-791-7713 (Bill's Cell)

CREATED DATE
5/6/2022

LATEST UPDATE
5/6/2022

OWNER
Bill Simms

Abbreviated Quote Report - Customer Pricing

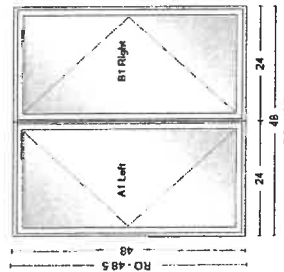
QUOTE NAME Kendall County Forest Preserve **PROJECT NAME** Ellis House **QUOTE NUMBER** 2272754 **CUSTOMER PO#**
TRADE ID

ORDER NOTES:

DELIVERY NOTES:

| Item | Qty | Operation | Location | Unit Price | Ext. Price |
|------|-----|------------|---------------|------------|------------|
| 100 | 1 | Left-Right | None Assigned | \$1,006.72 | \$1,006.72 |

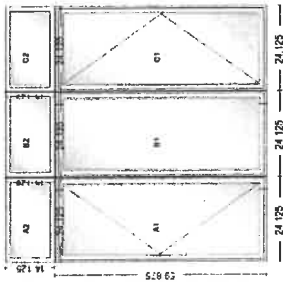
RO Size = 48 1/2" x 48 1/2" Unit Size = 48" x 48"



Common Frame
 C24, Unit, 400 Series Twin Casement, White Exterior Frame, White Exterior Sash/Panel, Pine w/White - Painted Interior Frame,
 Unit 1: Left, Unit 2: Right, Hinge with Wash Mode, Dual Pane Low-E4 Standard Series Argon Fill Traditional Trim Stop Profile
 Stainless Glass / Grille Spacer, Traditional Folding, White, White, Full Screen, Aluminum

Hardware: PSC Traditional Folding White PN:1361560
 Insect Screen 1: 400 Series Twin Casement, C14 Full Screen Aluminum White PN:1345012
 Hardware: PSC Traditional Folding White PN:1361560
 Insect Screen 1: 400 Series Twin Casement, C14 Full Screen Aluminum White PN:1345012

| Unit # | U-Factor | SHGC | ENERGY STAR | Clear Opening/Unit # | Width | Height | Area (Sq. Ft) | Comments: |
|--------|----------|------|-------------|----------------------|---------|---------|---------------|-----------|
| A1 | 0.28 | 0.32 | YES | A1 | 14.4230 | 43.1480 | 4.32170 | |
| B1 | 0.28 | 0.32 | | B1 | 14.4230 | 43.1480 | 4.32170 | |



| Item | Qty | Operation | Location | Unit Price | Ext. Price |
|------|-----|---|---------------|------------|------------|
| 200 | 1 | (Fixed-Fixed-Fixed) / (Left-Stationary-Right) | None Assigned | \$3,251.38 | \$3,251.38 |

RO Size = 73 1/8" x 74 5/8"

Unit Size = 72 5/8" x 74 1/8"

Mull: Job Site Mull, Field Horizontal Priority Two Way Mull, 1/8 Non Reinforced Material, 1/8 Aluminum Horizontal Mull Material (ASW 2' 1/8"X1' 2 1/8"-ASW 2' 1/8"X1' 2 1/8"-ASW 2' 1/8"X1' 2 1/8") / (C15-3), Unit, Unit 1, 2, 3: 400 Series Casement, Unit 4, 5, 6: Complementary Rectangle, 2 7/8" Frame Depth, Installation Flange, Direct Set, White Exterior Frame, White Exterior Sash/Panel, Pine w/White - Painted Interior Frame, Unit 1: Left, Unit 2: Stationary, Unit 3: Right, Unit 4, 5, 6: Fixed, Hinge with Wash Mode, Dual Pane Low-E4 Standard Series Argon Fill Traditional Trim Stop Profile Stainless Glass / Grille Spacer, Traditional Folding, White, White, Full Screen, Aluminum

(ASW 2' 1/8"X1' 2 1/8"-ASW 2' 1/8"X1' 2 1/8"-ASW 2' 1/8"X1' 2 1/8") / (C15-3), Unit, 400 Series Casement, Installation Flange, White Exterior Frame, White Exterior Sash/Panel, Pine w/White - Painted Interior Frame, Left, Hinge with Wash Mode, Dual Pane Low-E4 Standard Series Argon Fill Traditional Trim Stop Profile Stainless Glass / Grille Spacer, Traditional Folding, White, White, Full Screen, Aluminum

(ASW 2' 1/8"X1' 2 1/8"-ASW 2' 1/8"X1' 2 1/8"-ASW 2' 1/8"X1' 2 1/8") / (C15-3), Unit, 400 Series Casement, Installation Flange, White Exterior Frame, White Exterior Sash/Panel, Pine w/White - Painted Interior Frame, Stationary, Dual Pane Low-E4 Standard Series Argon Fill Traditional Trim Stop Profile Stainless Glass / Grille Spacer

(ASW 2' 1/8"X1' 2 1/8"-ASW 2' 1/8"X1' 2 1/8"-ASW 2' 1/8"X1' 2 1/8") / (C15-3), Unit, 400 Series Casement, Installation Flange, White Exterior Frame, White Exterior Sash/Panel, Pine w/White - Painted Interior Frame, Right, Hinge with Wash Mode, Dual Pane Low-E4 Standard Series Argon Fill Traditional Trim Stop Profile Stainless Glass / Grille Spacer, Traditional Folding, White, White, Full Screen, Aluminum

(ASW 2' 1/8"X1' 2 1/8"-ASW 2' 1/8"X1' 2 1/8"-ASW 2' 1/8"X1' 2 1/8") / (C15-3), Unit, Complementary Rectangle, 2 7/8" Frame Depth, Direct Set, White Exterior Frame, Pine w/White - Painted Interior Frame, Fixed, Dual Pane Low-E4 Standard Argon Fill Stainless Glass / Grille Spacer

(ASW 2' 1/8"X1' 2 1/8"-ASW 2' 1/8"X1' 2 1/8"-ASW 2' 1/8"X1' 2 1/8") / (C15-3), Unit, Complementary Rectangle, 2 7/8" Frame Depth, Direct Set, White Exterior Frame, Pine w/White - Painted Interior Frame, Fixed, Dual Pane Low-E4 Standard Argon Fill Stainless Glass / Grille Spacer

(ASW 2' 1/8"X1' 2 1/8"-ASW 2' 1/8"X1' 2 1/8"-ASW 2' 1/8"X1' 2 1/8") / (C15-3), Unit, Complementary Rectangle, 2 7/8" Frame Depth, Direct Set, White Exterior Frame, Pine w/White - Painted Interior Frame, Fixed, Dual Pane Low-E4 Standard Argon Fill Stainless Glass / Grille Spacer

Hardware: PSC Traditional Folding White PN:1361560

Insect Screen 1: 400 Series Casement, C15 Full Screen Aluminum White PN:1345016

Hardware: PSC Traditional Folding White PN:1361560

Insect Screen 1: 400 Series Casement, C15 Full Screen Aluminum White PN:1345016

Drip Cap: 120IN White QTY 1 PN:2222546

Joining Strip: PSC, 92, Horizontal, 1/8 Aluminum, White, PN:2340404

Trim: PSC, 95.25, Horizontal, 1/8 Aluminum, Out Side, White, PN:2340504

End Cap: PSC, 1/8 Aluminum

Gusset: PSC, Head/Sill, PN:1359508

Gusset 2: PSC, Head/Sill, PN:1359508

Mull Casing: PSC, 96, Horizontal, 1/8 Aluminum, Pine, White - Painted, In Side, PN:1354733
 Joining Strip: PSC, 59.875, Vertical, 1/8 Non Reinforced, White, PN:1347016
 Trim: PSC, 59.875, Vertical, 1/8 Non Reinforced, Out Side, White, PN:1348016
 Gusset: PSC, Head/Sill, PN:1359508
 Mull Casing: PSC, 59.875, Vertical, 1/8 Non Reinforced, Pine, White - Painted, In Side, PN:1349063
 Joining Strip: PSC, 59.875, Vertical, 1/8 Non Reinforced, White, PN:1347016
 Trim: PSC, 59.875, Vertical, 1/8 Non Reinforced, Out Side, White, PN:1348016
 Gusset: PSC, Head/Sill, PN:1359508
 Mull Casing: PSC, 59.875, Vertical, 1/8 Non Reinforced, Pine, White - Painted, In Side, PN:1349063
 Gusset: ASW, Head/Sill, PN:1359508
 Gusset: ASW, Head/Sill, PN:1359508

| Unit # | U-Factor | SHGC | ENERGY STAR | Clear Opening/Unit # | Width | Height | Area (Sq. Ft) | Comments: |
|--------|----------|------|-------------|----------------------|---------|---------|---------------|-----------|
| A1 | 0.29 | 0.32 | NO | A1 | 14.4230 | 55.0230 | 5.51110 | |
| B1 | 0.29 | 0.32 | | C1 | 14.4230 | 55.0230 | 5.51110 | |
| C1 | 0.29 | 0.32 | | | | | | |
| A2 | 0.29 | 0.35 | | | | | | |
| B2 | 0.29 | 0.35 | | | | | | |
| C2 | 0.29 | 0.35 | | | | | | |

| | |
|------------|------------|
| SUB-TOTAL: | \$4,258.10 |
| FREIGHT: | \$0.00 |
| LABOR: | \$0.00 |
| TAX: | \$298.07 |
| TOTAL: | \$4,556.17 |

CUSTOMER SIGNATURE _____ DATE _____

* All graphics as viewed from the exterior. ** Rough opening dimensions are minimums and may need to be increased to allow for use of building wraps or flashings or sill panning or brackets or fasteners or other items.

Thank you for choosing Andersen Windows & Doors

To: Kendall County Forest Preserve District Board of Commissioners

Cc: Forest Foundation of Kendall County Board of Directors

From: Stefanie Wiencke, Environmental and Special Projects Manager

Date: June 21, 2022

Re: Forest Foundation of Kendall County – Request for Permissions

The Forest Foundation of Kendall County is formally requesting approval of the purchase and placement of a Bears Playground “Ponderosa Play Structure” addition to the Nature Play Space.

In January 2022, the FFKC was approached by a former Natural Beginnings family with an offer to donate \$10,000 for an extension of the play-space at Hoover.

After brainstorming with the current Natural Beginnings students, the members of the Forest Foundation, and Forest Preserve staff it became evident that a tree house typed climbing structure with an attached spider web would be the preferred next-phase play element.

While searching the internet for this play structure, and researching different play equipment companies, the Bears Playgrounds Company (bearplaygrounds.com) offered the most fitting products for reasonable prices.

The final Bears Playgrounds latest proposal is attached to this report. At this point, the Forest Foundation is requesting Commission support and permission to move forward with ordering the Ponderosa structure with the attached spider web.

The estimated cost for this play element with shipping included will be \$17,714.00. (\$14,715.00 material cost + \$2,999 max-shipping cost).

| | |
|-------------|--------------------------------|
| \$5,499.00 | Ponderosa Structure |
| \$75.00 | Wooden Rail X 1 |
| \$798.00 | Wooden Roof X 2 |
| \$299.00 | Small Rock Wall |
| \$1,699.00 | ADA Transfer Station |
| \$349.00 | Small Tree Hugger |
| \$4,499.00 | Spider Web Climber |
| \$449.00 | Large Rock Wall |
| \$349.00 | Log Rope Climber |
| \$699.00 | Cargo Net Climber |
| <hr/> | |
| \$14,715.00 | Sub-total |
| | |
| \$2,999.00 | Shipping (Max) |
| <hr/> | |
| \$17,714.00 | Bears Playground Total |
| | |
| \$3,000.00 | Playground Safety Surfacing |
| <hr/> | |
| \$20,714.00 | Est. Total Project Cost |

\$10,000 of the total cost will be covered by the donor.

The Forest Foundation will fund the remaining \$7,714 needed to place the order, with an additional \$3,000 contributed directly from the Stephanie's Garden restricted fund.

The Forest Foundation approved to fund this project after receiving the donor's check. The check over \$10,000 was received by the Forest Foundation on Friday, June 10, 2022.

District staff will extend support to raise and/or secure donations of materials needed for the remaining \$7,714 needed to finish this project.

Recommendation:

Consider a motion to approve a request from the Forest Foundation of Kendall County to construct a new Bears Playgrounds play space feature (Ponderosa Play Structure) at the Hoover Forest Preserve Nature Play Space.

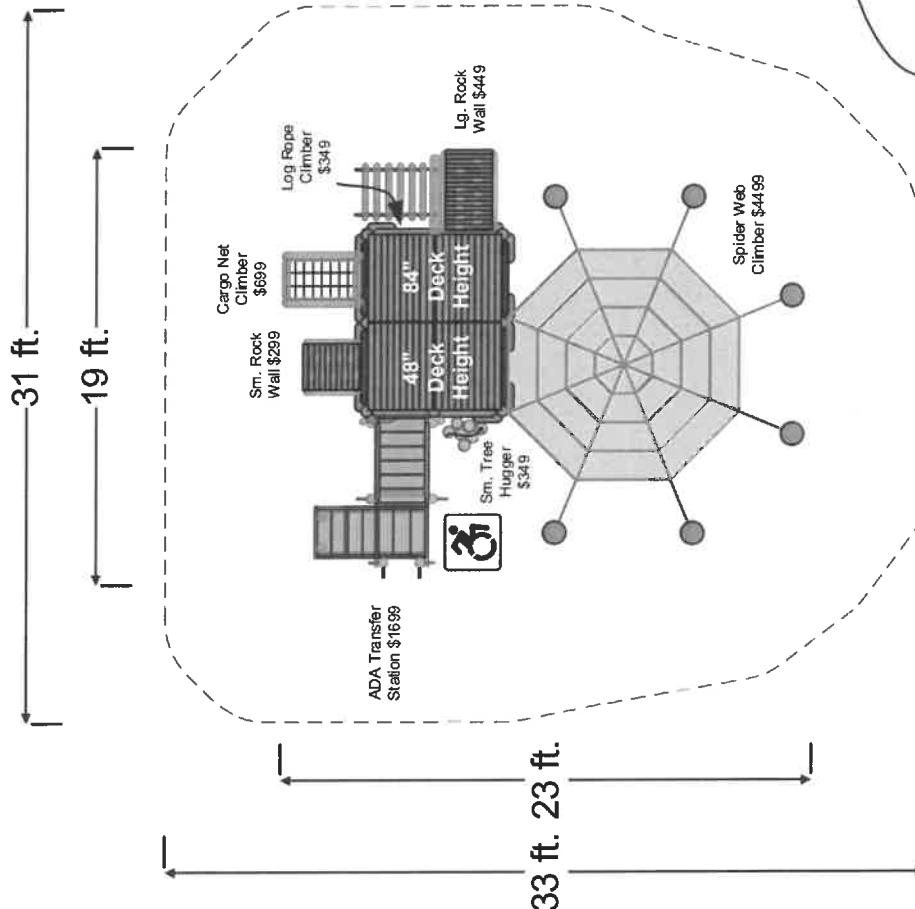
Billing: Kendall County Forest Preserve District
 110 W. Madison St.
 Yorkville, IL 60560
 Shipping: Kendall County Highway Department
 6780 IL-47
 Yorkville, IL 60560

Attn: Dave Guritz
 dguritz@co.kendall.il.us
 (630) 553-4131

CPSA now recommends a minimum of 8" of loose fill safety surfacing material be installed and maintained in the area surrounding playground to be by others, unless specially indicated for an optional extra charge at the time of purchase. It is the responsibility of the purchaser to ensure that you accept Bears Playgrounds' terms and conditions as described on the website. We strongly recommend that you make your playground accessible when viewed in its entirety. Please consult your local council to determine if the ADA applies to you. For playground equipment to be considered accessible, accessible surfacing must be utilized in applicable areas. Although a particular playground design may not meet the proposed Access Board Regulations in regards to the appropriate number of ground level events, the actual playground may be in compliance when considering existing play components.
 Not all equipment may be appropriate for all children even when designed for a target age group. To avoid injury you should closely supervise and participate in the child's use of this equipment, especially while learning to use it. Proper supervision is required.

| PONDEROSA | | SUBTOTAL |
|---|-----------|--------------------|
| PONDEROSA STRUCTURE 1 | 5499 | |
| WOODEN RAIL X 1 | 75 | |
| WOODEN ROOF X 2 | 798 | |
| ON STRUCTURE 1 | | |
| SM ROCK WALL | 299 | |
| ADA TRANSFER STATION | 1699 | |
| SM TREE HUGGER | 349 | |
| SPIDER WEB CLIMBER | 4499 | |
| LG ROCK WALL | 449 | |
| LOG ROPE CLIMBER | 349 | |
| CARGO NET CLIMBER | 699 | \$14,016.00 |
| SUB TOTAL | | \$14,715.00 |
| SHIPPING ESTIMATE / MOBILIZATION | | \$ 2,999.00 |
| INSTALL BY BEARS | | NONE |
| SAFETY SURFACING PACKAGE | | |
| CERT. WOODEN MULCH- 40 YDS^3 | NOT YET | |
| BARRIER FABRIC- 961 FT^2 | INCLUDED- | |
| DOUBLE HIGH LOG BORDERS X 27 | AVAILABLE | |
| HEAVY DUTY Swing/Slide Mat X 0 | UPON | |
| SURFACING PACKAGE INSTALL | REQUEST | |
| NEW TOTAL | | \$17,714.00 |
| SALES TAX | | |
| GRAND TOTAL | | |

ADA Compliant & Certified Safety Surfacing available upon request.
 Specifications, product offerings & prices are subject to change w/out notice.
INSTALL AND SHIPPING PRICES SUBJECT TO CHANGE



ALL DESIGNS ARE CUSTOMIZABLE!!
 Parts can be added, removed and shifted around.

BEARS 
bearsplaygrounds.com

7577 E. Main St. Lima NY 14485
877-807-7529 (p) 585-624-7590 (f)
info@bearsplaygrounds.com

Billing: Kendall County Forest Preserve District
110 W. Madison St.
Yorkville, IL 60560
Shipping: Kendall County Highway Department
6780 IL-47
Yorkville, IL 60560

Attn: Dave Guritz
dguritz@co.kendall.il.us
(630) 553-4131

DESIGN NOT EXACTLY AS PICTURED



Designed by: Tyler Ponko
Certified Playground Safety Inspector

6-16-2022 Drawing 4

Ponderosa

BEST AGES 2-12