

To: Kendall County Forest Preserve District Committee of the Whole  
From: David Guritz, Executive Director  
Stefanie Wiencke, Environmental Education and Special Projects Manager  
RE: City Forest Credits – Project Implementation Agreement  
Date: July 12, 2022

A proposal was submitted to City Forest Credits through The Morton Arboretum for carbon crediting for the recently acquired Reservation Woods parcels (+/- 10-acres).

The Project Implementation Agreement has been generated for Commission approval. The agreement generated for the Reservation Woods parcels was generated using the Fox River Bluffs project implementation template that was reviewed by the Kendall County State's Attorney's Office, with only minor changes.

The Morton Arboretum will coordinate third-party verification of carbon equivalency calculations (TCO<sub>2e</sub>) that will be used to determine final credits based on a tree survey to be completed by Davey Resource Group.

100% of the final credits awarded (less 10% of the total contributed to the insurance pool) will be available for purchase towards the end of the current fiscal year.

The Registry Ledger Account Fee will be removed in the final agreement, saving the District \$1,000. The ledger account with City Forest Credits was established for the Fox River Bluffs project.

For the initial sale of credits, price per ton for the sale of 506 tCO<sub>2e</sub> was \$34.00. Presuming this price holds and the credits are sold, with similar sequestered carbon calculations, the Reservation Woods parcels will generate over \$30,000 in net revenues.

Recommendation:

Consider a motion to forward the Project Implementation Agreement to Commission for approval.

## Project Implementation Agreement

This Project Implementation Agreement (“Agreement”) is entered into as of August 2, 2022 (the “Effective Date”), by and between the Urban Forest Carbon Registry, doing business as City Forest Credits, a Washington nonprofit corporation (“Registry”) and Kendall County Forest Preserve District, Kendall County, Illinois, a county municipal government agency (the “Parties”).

Kendall County Forest Preserve District is the “Project Operator” of the Reservation Woods Acquisition Project (Project Registry Number “[034]”) (“Project”). The Project is located in Kendall County, Illinois, and is described in the Project Application, which has been approved by all Parties. The property (“Property”) upon which Project trees will be preserved is also described in the Project Application. The owner of the Property is the Kendall County Forest Preserve District.

### Recitals

A. The Registry is a nonprofit organization that establishes standards in protocols for the:

(i) development and implementation of projects that seek to sequester greenhouse gas (“GHG”) emissions and provide other benefits, such as stormwater reductions, air quality benefits, and energy savings (“co-benefits”) from tree planting and tree preservation on land in metropolitan areas (“City Forest Carbon Projects”),

(ii) calculation of GHG emission sequestration and co-benefits by City Forest Carbon Projects and

(iii) verification of GHG emission sequestration and co-benefits produced by City Forest Carbon Projects. The Registry also issues carbon credits known as City Forest Carbon+ Credits™ (“Carbon+ Credits” or “Credits”), per the Registry’s protocols. In addition, the Registry tracks the issuance, transfer, and retirement of Carbon+ Credits over time in a secure database.

B. The Registry has developed a Tree Preservation Protocol. This Tree Preservation Protocol, Version 11.40 dated February 7, 2022 (the “Protocol”) is incorporated herein, and all terms used in the Protocol have the same meaning here.

C. Project Operator is a municipal government agency established by voter referendum in 1965 under the provisions of the Illinois Downstate Forest Preserve District Act (70 ILCS 805/). The mission of the Kendall County Forest Preserve District is to acquire, preserve, and manage natural areas and open spaces, provide environmental education, and offer recreational opportunities for Kendall County residents.

The goals of the Kendall County Forest Preserve District are to:

- Acquire and hold lands containing forests, prairies, wetlands, streams and other natural areas in order to preserve the flora, fauna and scenic beauties of Kendall County for the enjoyment of county residents and future generations.
- Acquire and hold properties containing lands capable of being restored to a natural condition and lands that will provide recreational opportunities and facilities.
- Utilize the forest preserves to provide educational opportunities for county residents regarding the natural systems, natural processes, and natural history of Kendall County.

- Provide and maintain passive and active recreational opportunities and facilities for residents that are compatible with the District’s natural areas and open spaces.
- Provide and maintain multi-purpose event facilities for residents that are compatible with District natural areas and open spaces.
- Implement resource management practices and policies that maintain and enhance the biodiversity of District natural areas.
- Maintain and enhance practices and policies that promote fiscal responsibility and organizational proficiency.
- Maintain and enhance multiple media outlets to inform Kendall County residents of District programs, properties, facilities, and policies.
- Partner with other governmental agencies, conservation organizations and private landowners to preserve natural areas, create greenway corridors, and develop linear trails.

D. Project Operator has applied to the Registry to conduct a tree preservation project under the Registry’s Tree Preservation Protocol.

E. This Agreement sets forth certain rights, obligations and restrictions relating to the Project, Project Operator, and the Registry to ensure that Project Operator remains in compliance with the Protocol and this Agreement for the Project Duration (defined as forty (40) years following the Effective Date), and any extensions thereof.

## Agreement

NOW, THEREFORE, in consideration of the mutual covenants, terms, conditions, and restrictions contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Obligations.** Project Operator shall fulfill all Project Operator obligations for the Project and comply with all responsibilities and requirements in this Agreement and the Protocol. The Registry shall fulfill all of its obligations and comply with all responsibilities and requirements in both this Agreement and the Protocol.
2. **Issuance of City Forest Carbon+ Credits.** The Registry shall issue Carbon+ Credits to Project Operator per the process set forth in the Protocol, and subject to the provisions of this Agreement. When it issues Credits to Project Operator, the Registry’s Credit Tracking System will mark those Credits as “Issued and Held.” This will denote that the Credits have been issued to and in the name of Project Operator but not released to Project Operator. When Project Operator has paid fees due under Section 8, the Registry’s Credit Tracking System will release these Issued and Held Credits to Project Operator and mark them as “Issued and Released” in its Credit Registry.

Project Operator shall have the right to control, transfer, or retire Carbon+ Credits only after those Credits are marked by the Registry as Issued and Released to Project Operator. “To retire” a Credit or “retiring” a Credit means to transfer that Credit to a designated status for retirement in the Registry’s Credit Tracking System via written request to the Registry. Retirement status signifies that the Owner and Transferor of the Credit has counted or used that Credit for its greenhouse gas accounting and holds no more rights, ownership or otherwise, to that Credit.

Project Operator shall report any transfer or retirement of Credits to the Registry so that the Registry's Credit Tracking System reflects the current ownership and status of the Credits.

3. **Obligations of Project Operator on a Reversal in this Preservation Project.** Without limiting the applicability or generality of anything else in the Agreement, Project Operator understands and agrees to its obligations under Section 8 of the Protocol on reversals.

4. **Verification.** The Registry shall obtain within three (3) months of receipt of a completed Request for Third Party Verification and Credits ("Request for Credits"), a Verification Report from a Third-Party verifier regarding the Project Operator's Request for Credits.

5. **Project Operator's Right to Transfer or Assign Rights and Obligations.** This Agreement shall be binding upon the Parties' transferees and assigns. Project Operator may transfer, assign, delegate, or contract out ("Transfer") rights or obligations under this Agreement and the Protocol, provided Project Operator and Transferee agree to comply with each the following (a) through (d):

(a) The Transferee receiving or assuming rights or obligations agrees to assume and be bound by this Agreement and the Protocol without modification or amendment, unless the Registry, in its sole discretion, agrees in writing to a modification or amendment.

(b) Any Transfer of Rights or Obligations of this Agreement in violation of this Section 4 shall be void.

(c) Project Operator, Transferee, and Registry shall all execute a written agreement setting forth the terms of the Transfer ("Transfer Agreement").

(d) Any future transfers by a Transferee shall comply with this Section 5.

The sale, transfer, or retirement of Carbon+ Credits after such credits have been Issued and Released to Project Operator shall not be construed as a Transfer under this Section 5.

6. **Data, Monitoring, and Access Rights of the Registry.** The Registry shall have the right to request any and all data and documentation related to the Project. If physical access to the Property is requested by the Registry, Project Operator shall grant such access during its next regular visit to the Property, or its next allowable visit under any terms of Project Operator's agreement with the Property Owner, provided that those visits are at least fifteen (15) days from the Registry's request for access.

7. **Project Operator Holds No Rights to, Ownership of or Control over the Reversal Pool of Credits.** The Registry holds all rights to, ownership of and control over the Reversal Pool of Credits (sometimes referred to verbally as the Insurance Pool or Back-Up Pool). Notwithstanding any other terms in this Agreement or the Protocol, nothing in this Agreement or the Protocol shall give Project Operator any right to, ownership of or control over the Registry's Reversal Pool of Credits.

8. **Registry Fees.** The Registry is a non-profit organization and is committed to making its services available affordably. It charges fees to ensure that it can continue to advance its mission and provide carbon opportunities to Project Operator and other urban forest organizations.

(a) **Application Fee.** All Parties acknowledge that Project Operator has paid or agrees to pay to the Registry an "Application Fee" of \$1,500.00 for the Project.

- (b) Fees for Issuance of Credits or Project Funding. Project Operator also agrees to pay an “Issuance Fee” to the Registry of **the greater of** 1) \$3.00 for every Carbon + Credit from this Project sold by Project Operator or 2) 10% of the gross sales price of any Carbon+ Credits from this Project sold by the Project Operator. This fee shall be due and payable with fourteen (14) business days of the Project Operator receipt of any payment for the sale, transfer, or retirement of Credits or receipt of any funding for the project. The Registry will, pursuant to Section 2, mark Credits as “Issued and Held” until it receives payment of fees under this section. Within fourteen (14) business days of receipt of payment under this section, the Registry will mark the Credits as “Issued and Released.”
- (c) Validation and Verification Fees. All Parties acknowledge that Project Operator has paid or agrees to pay to the Registry a “Validation and Verification Fee” of \$3,000.00 for each review conducted by the Third-Party Verifier. The parties anticipate one review after the Project Operator’s first Request for Credits. This review will cover all credits issued under that Request for Credits, including credits issued within five years of the Request per any schedule for issued credits set forth by the Third-Party Verifier in the Verification Report. Credits for “Additional Growth” under section 10.3 of the Protocol will require a second Third-Party Verification.
- (d) *Registry Ledger Account Fee. All Parties acknowledge that Project Operator agrees to pay to the Registry a “Registry Ledger Account Fee” of \$1,000.00 for access to the Registry’s online credit ledger database. This is a one-time fee allowing continual ledger access for this and all projects the Project Operator may generate.*
- (e) Fee if Credits are Pre-Sold. If Project Operator pre-sells the Credits before the Credits are issued, and if Project Operator receives any proceeds from the pre-sale of the Credits, the Registry’s fee under Section 8(b) above is due and payable by Project Operator within thirty (30) business days of its receipt of any proceeds from the pre-sale of Credits or of the signing of this Project Implementation Agreement, whichever is later. When this subsection 8(c) applies and the Registry has received payment of the fee, then the Registry will mark credits as “Issued and Released” within fourteen (14) business days of receiving the Verification Report for those credits.
- (f) The Registry may withhold Credits until any amounts due are paid. The Registry may also stop work on the Project if Project Operator does not pay any fees due.

9. **Representations and Warranties of Project Operator.** As of the Effective Date, and continuing for the Term of this Agreement, including any extensions thereof, Project Operator represents and warrants that:

- (a) All reports, statements, certificates and other data provided by Project Operator to the Registry in connection with the Protocol, this Agreement, the Property and the Project are true, correct and complete;
- (b) Project Operator owns in fee, holds easement rights to the properties in this Project, or has a written and recorded agreement with the property owner that Project Operator has the rights to develop, receive, and sell or transfer any Credits issued for preservation of trees and forest soils on these properties;

- (c) The signatories of this Agreement have the authority to execute this Agreement on behalf of Project Operator, and this Agreement and the Protocol are binding on and enforceable against Project Operator;
- (d) Project Operator has authority and regulatory and other consents, approvals and authorizations necessary for it to legally: (i) enter into and perform the obligations, duties and responsibilities of this Agreement and (ii) engage in all activity, including, without limitation, the creation and transfer of Carbon+ Credits, relating to this Agreement and the Protocol.

10. **Representations and Warranties of Registry.** As of the Effective Date, and continuing for the Term of this Agreement, including any extensions thereof, Registry represents and warrants that:

- (a) Registry will obtain a Third-Party Verification report as set forth in Section 4 of this Agreement.
- (b) Registry shall maintain a project registry at its website. That project registry shall display Project Operator's Project and the status of its credits for public viewing.
- (c) Registry shall maintain the Preservation Protocol referenced in sub-section B of the Recitals as the Protocol applicable to the Project. Registry shall consider in good faith any revisions to that Protocol after signing this Agreement, if Project Operator proposes revisions.

11. **Term of this Agreement.** The Agreement shall be effective as of the date hereof (the "Effective Date") and shall continue in full force and effect through the Project Duration as defined in the Protocol and applied to this Project. The Parties may extend this Agreement per the Protocol beyond this initial Project Duration.

Some or all provisions of this Agreement may be terminated under Section 12.

12. **Termination of Certain Provisions of this Agreement.** The parties may terminate Sections 1 through 10 of the Agreement if any one of the "Termination Events" in sub-sections (a) through (c) of this Section 12 occur. Termination of Sections 1 through 10 under this section shall be referred to as "Termination." Termination Events are:

- (a) The Registry determines in its reasonable discretion that Project Operator has failed to comply with Protocol requirements. If the Registry so determines, it will provide written notice to Project Operator, upon delivery of which Project Operator shall have sixty (60) days to satisfy the Registry that Project Operator has cured any non-compliance and is in compliance with all Protocol requirements. If Project Operator does satisfy the Registry that it is in compliance with the Protocol, Termination will not occur.
- (b) Project Operator provides the Registry with sixty (60) days' notice of Project Operator's intent to terminate under this Section 12 ("Termination Notice") and retires the same number of Carbon+ Credits that have been Issued and Released to Project Operator for this Project.

Termination under this Section 12 does not cure, obviate, or eliminate any breach, nor does it constitute any acceptance, acquiescence, or waiver of any breach. Remedies survive termination, subject to dispute resolution under Section 14.

13. **Adjustment of Land in Project Area Permissible.** Project Operator may adjust or remove up to 10% of the land in the Project Area, provided the Registry agrees in writing and provided that removal of that land will not constitute a reversal under Section 8 of the Protocol.

14. **Dispute Resolution.** Any dispute regarding any aspect of this Agreement or the Project, including any remedy, shall be submitted to mediation in Kendall County, Illinois by an agreed upon mediator. If mediation is unsuccessful, then any dispute shall be submitted to arbitration in Kendall County, Illinois before an experienced arbitrator selected by mutual agreement. The decision of the arbitrator shall be the exclusive remedy for any dispute, conclusive and binding upon the Parties. Should any Party to this Agreement pursue any dispute by any method other than said arbitration, the responding Party shall be entitled to recover from the initiating Party all damages, costs, expenses and attorney fees incurred as a result of such action or proceeding.

15. **Indemnification and Hold Harmless.** To the fullest extent permitted by law, the Registry shall indemnify, defend, and hold harmless KCFPD, its Boards of Directors, elected officials, agents and employees, as well as the State of Washington, its officials, agents and employees from and against all claims for injuries or death, losses or suits including attorney fees arising out of or resulting from the Registry's performance of this agreement.

16. **Notices.** All notices, instructions, requests, or other communications required or permitted under this Agreement or the Protocol ("Notice") shall be in writing and sent by (i) certified or registered mail, return receipt requested, postage prepaid, (ii) overnight delivery service or (iii) personal delivery to the parties identified below.

17. **Entire Agreement.** This Agreement, including any exhibits attached hereto, and the Protocol, represent the entire agreement of the Parties with respect to the Protocol, this Agreement, the Property and the Project. This Agreement and the Protocol supersede any conflicting terms in any prior or contemporaneous oral or written agreements and all other communications.

18. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Washington without reference to any conflict of laws principles that would require the application of the laws of any other jurisdiction.

19. **Counterparts.** This Agreement may be executed in one or more counterparts, and all of the counterparts shall constitute but one and the same agreement.

20. **Modification and Amendment.** This Agreement may not be amended, supplemented, or modified unless such amendment, supplement, or modification is in writing and signed by both the Registry and the Project Operator.

21. **Compliance with State and Federal Laws.** The Registry agrees to comply with all applicable federal, state and local laws and regulatory requirements and to secure such licenses as may be required for its employees and to conduct business in the state, municipality, county and location.

22. **Non-discrimination.** The Registry, its officers, employees, and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age

Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations.

23. **Conflict of Interest.** Both parties affirm no KCFPD officer or elected official has a direct or indirect pecuniary interest in the Registry or this Agreement, or, if any KCFPD officer or elected official does have a direct or indirect pecuniary interest in the Registry or this Agreement, that interest, and the procedure followed to effectuate this Agreement has and will comply with 50 ILCS 105/3.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first written above.

Kendall County Forest Preserve District, Kendall County, Illinois		Urban Forest Carbon Registry, d.b.a City Forest Credits	
Name:	Judy Gilmour	Name:	Mark McPherson
Title:	President	Title:	Executive Director
Address:	110 W. Madison Street Yorkville, IL 60560	Address:	999 Third Ave, #4600 Seattle, WA 98104
Phone:	630-553-4025	Phone:	(206) 623-1823
Email:	jgilmour@co.kendall.il.us	Email:	mark@cityforestcredits.org
Signature:		Signature:	
Date:	August 02, 2022	Date:	



## DECLARATION OF DEVELOPMENT RESTRICTIONS

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

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

**Legal Description:**

Sub Lot 50 of Section 1, Township 36 North, Range 7 East of the third principal meridian according to the plat of known as Assessor's Plat of said section, recorded in the Recorder's Office of Kendall County, Illinois, in Plat Book 3, Page 58, situated in the Township of Kendall, Kendall County, Illinois.

AND

Sub Lot 51 of the Southeast Quarter of Section 1, Township 36 North, Range 7 East of the Third Principal Meridian, as shown in Plat Book 2 at Page 1, all in Kendall Township, Kendall County, Illinois.

Assessor's Tax Parcel Identification No(s): Lot 50 PIN# 05-01-400-004 AND Lot 51 PIN# 05-01-400-005

Reference No. of Related Documents: 202200002644 – Special Warranty Deed of Donation

THIS DECLARATION OF DEVELOPMENT RESTRICTIONS (the "DECLARATION") is made this 2<sup>ND</sup> day of August, 2022, by the Kendall County Forest Preserve District, an Illinois municipal government entity ("Declarant"), for the purpose of clarifying the development restrictions on property at Sub Lot 50 of Section 1, Township 36 North, Range 7 East and Sub Lot 51 of Section 1, Township 36 North, Range 7 East in Kendall County, Illinois.

### RECITALS

A. Declarant is the owner of certain property in Kendall County, State of Illinois, addressed as the Reservation Woods Parcels (Jaross and Parish) more particularly described in EXHIBIT A attached hereto and incorporated by reference ("Subject Parcels Lot 50 and Lot 51"). Subject shall be referred to as the "Property" hereafter.

B. Declarant purchased the Property from The Conservation Foundation on January 26, 2022.

C. Declarant is a forest preserve district established in 1964 by voter referendum under the provisions of the Illinois Downstate Forest Preserve District Act (70 ILCS 805/).

D. Declarant recognizes the value of the Property's mature forest as a climate asset. The trees on the Property store CO<sub>2</sub>, reduce storm water runoff, improve air quality, provide energy savings from cooling and heating effects, and improve human health by providing cleaner air and a place for recreation, exercise and the public health benefits of exposure to nature.

Clearing of the trees for other uses, such as parking lots, playfields or other uses would seriously impair the climate value of the Property.

E. Declarant has successfully completed the acquisition of the Property from The Conservation Foundation.

F. Declarant is an active participant within the City Forest Credits efforts to develop a forest carbon program with The Morton Arboretum – Chicago Region Trees Initiative, whereby the District will preserve forested stands and earn carbon credits for those preserved trees. Declarant has established a project with the non-profit carbon registry, City Forest Credits, which has developed carbon protocols and issues credits for qualifying tree-preservation and tree-planting projects in urban areas.

G. Declarant intends by this Declaration to preserve the trees on the Property for a period of no less than 40 years. It understands that this Declaration will bar the clearing or removing of trees for parking lots, picnic shelters, playfields, visitor centers, or any reason other than forest health, hazard, disease, fire, and small, non-motorized recreational trails.

## DECLARATION

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarant, as owner of the Property, hereby declares, grants, imposes, conveys, establishes, and accepts the following development restrictions and covenants which shall run with the land and be binding upon all owners of the Property:

1. *Removal of Trees.* Declarant shall not cut down, destroy, or remove trees located on the Property, except as necessary to control or prevent hazard, disease or fire or to improve forest health, Recreational non-motor-use trails have negligible or de minimis impacts on biomass and carbon stock and are permissible.

## GENERAL PROVISIONS

2. Run with land. The covenants and restrictions declared, granted, conveyed and established under this Declaration shall run with the land and inure to the benefit of, and be binding upon, Declarant and its heirs, beneficiaries, successors and assigns, and all future owners of the Property.

3. Term and modification. The covenants and restrictions declared, granted, conveyed and established under this Declaration shall remain in effect as long as it is needed to satisfy the requirements of any applicable carbon protocol under which carbon credits may be issued for the carbon preserved in the trees on the Property.

4. Governing law and venue. The terms and provisions of this Declaration shall be governed, construed, and enforced in accordance with the laws of the State of Illinois. Venue for any lawsuit arising out of this Declaration shall be in Kendall County, Illinois.

5. Severability. In case any one or more of the provisions contained in this Declaration shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Declaration, but this Declaration shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Dated this 2<sup>ND</sup> Day of August, 2022.

Kendall County Forest Preserve District, Kendall County, Illinois

By: \_\_\_\_\_

Name: Judy Gilmour

Title: President, Kendall County Forest Preserve District

Attest: \_\_\_\_\_

Name: Elizabeth Flowers

Title: Secretary, Kendall County Forest Preserve District

STATE OF ILLINOIS }  
COUNTY OF KENDALL } ss.

I certify that I know or have satisfactory evidence that Judy Gilmour and Elizabeth Flowers are the individuals who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the President and Secretary of the Kendall County forest Preserve District, respectively, to be the free and voluntary act of such for the uses and purposes mentioned in the instrument.

Dated this 2<sup>ND</sup> day of August, 2022.

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

NOTARY PUBLIC in and for the State of Illinois,

Residing at \_\_\_\_\_

My Commission Expires \_\_\_\_\_

EXHIBIT A  
LEGAL DESCRIPTION

Sub Lot 50 of the Southeast Quarter Section 1, Township 36 North, Range 7 East of the Third Principal Meridian according to the Assessor's Plat of said section, recorded in the Recorder's Office of Kendall County, Illinois, plat as shown in Plat Book 3, Page 58, situated in the Township of Kendall, Kendall County, Illinois.

AND

Sub Lot 51 of the Southeast Quarter of Section 1, Township 36 North, Range 7 East of the Third Principal Meridian, as shown in Plat Book 2, Page 1, all in Kendall Township, Kendall County, Illinois.

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## **City Forest Credits Terms of Use**

**Credit Registry for Issuance of Credits**

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**Title**                    **Terms of Use**

**Parties**                **City Forest Credits** a not-for-profit organization incorporated in the State of Washington, whose registered office is at 999 Third Ave. Suite 4600, Seattle, WA 98104 (**City Forest Credits**)

**User (users of City Forest Credits Registry for Credit Issuance)**

**Recitals**

- A     These Terms of Use set out the terms on which City Forest Credits offers to make the City Forest Credits Registry (Registry) available to the user.
- B     The Registry serves as the registry for the City Forest Credits program.
- C     The User wishes to use the Registry on the terms and conditions of this Agreement, as amended from time to time.

**Operative provisions**

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**1.     General Terms of Use**

- 1.1    The User acknowledges and agrees that when using the City Forest Credits Registry, the User will be subject to, and must comply with, these Terms of Use as modified from time to time in accordance with the terms hereof.
  - 1.2    Where there is any inconsistency between these Terms of Use and the program requirements of a City Forest Credits program, the program requirements of the relevant City Forest Credits program will prevail over these Terms of Use.
  - 1.3    If the User does not agree to these Terms of Use, the User may not access or otherwise use the City Forest Credits Registry.
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**2.     Term**

- 2.1    These Terms of Use commence on the first date on which the User logs in to the City Forest Credits Registry website (**Commencement Date**), and these Terms of Use shall continue in effect until terminated in accordance with clause 14 (**End Date**).
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**3.     Services**

- 3.1    City Forest Credits, through the City Forest Credits Registry, provides an electronic platform to list projects that follow the applicable protocols and standards for the relevant City Forest Credits program and record the issuance, transfer, retirement and cancellation of Credits within the City Forest Credits Registry.
- 3.2    The City Forest Credits Registry lists projects and issues Credits in accordance with the program requirements of each of the City Forest Credits programs it administers. Accordingly, before a project



can be listed or a credit issued, the User must provide City Forest Credits with appropriate documentation for its approval in accordance with the procedures set out by City Forest Credits including any protocols, appendices, guidebooks or use guides.

- 3.3 The User is responsible for providing and maintaining all communications lines, telephone/transmission services, and all equipment and technology, necessary for the User to access and use the City Forest Credits Registry, and all costs and expenses associated with its accessing and using the City Forest Credits Registry.
- 3.4 The User shall take all appropriate steps and precautions to safeguard and protect the access, use, and security of the City Forest Credits Registry and the User's access information from unauthorized users.

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#### **4. Opening an Account**

- 4.1 A User may request that City Forest Credits provide them with information to open a City Forest Credits Registry Account for that User.
- 4.2 City Forest Credits will provide information allowing a User to open a City Forest Credits Registry Account for a User:
  - (a) Opening an account constitutes acceptance of these Terms of Use by the User; and
  - (b) The User has provided sufficient identification information including satisfying any relevant Know-Your-Client (KYC) or other background check requirements.
- 4.3 City Forest Credits may, in its absolute discretion, refuse to open a City Forest Credits Registry Account for a User.

#### **5. Listing a Project or Activity**

- 5.1 Once the User has opened a City Forest Credits Registry Account, the User may list a Project or Activity in accordance with the procedures and instructions set out by City Forest Credits.
- 5.2 City Forest Credits will require any User who intends to list a Project or Activity to provide all documentation and information as required by the relevant City Forest Credits program requirements.
- 5.3 City Forest Credits will list a Project or Activity if:
  - (a) the User has submitted an Application for a project with City Forest Credits and submitted all necessary information to City Forest Credits;
  - (b) the User has complied with all relevant laws in relation to the Project or Activity; and
  - (c) the User has complied with any other requirements specified in the relevant program requirements by City Forest Credits from time to time.
- 5.4 For the avoidance of doubt, a Project or Activity may be listed under more than one program, provided that it meets the requirements for listing of each of the applicable City Forest Credits program requirements.
- 5.5 City Forest Credits may, in its absolute discretion, refuse to list any Project or Activity in the City Forest Credits Registry.

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## **6. Issuance of Registry Credits**

- 6.1 A User may request that City Forest Credits issue Credits to its City Forest Credits Registry Account in accordance with the relevant City Forest Credits program requirements.
- 6.2 City Forest Credits will require any User who intends to issue Credits in the City Forest Credits Registry to provide all documentation, attestations and information as required by the relevant City Forest Credits requirements.
- 6.3 City Forest Credits will only issue Credits if:
- (a) the User has submitted complete original or electronic versions of all, declarations, attestations, and documentation required under the relevant City Forest Credits program requirements;
  - (b) City Forest Credits is satisfied (based solely on the information provided by the User and third parties) that the project or activity for which Credits are to be issued meets the relevant City Forest Credits program requirements;
  - (c) the User complies with all relevant laws;
  - (d) the User has complied with any other requirements specified in the relevant City Forest Credits program requirements or by the relevant Scheme Regulator or by City Forest Credits from time to time.
- 6.4 The obligation to compensate for any over-issuance of Credits survives the End Date or Termination.
- 6.5 City Forest Credits may, in its absolute discretion, refuse to issue Credits to the User's City Forest Credits Registry Account.

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## **7. Recording the Transfer of Credits within the City Forest Credits Registry**

- 7.1 Upon receiving notification from the User that there has been an erroneous or fraudulent dealing related to Credits in the City Forest Credits Registry, City Forest Credits may at its total discretion reverse the transaction or movement of Credits or remove any Credits being held in a User's City Forest Credits Registry Account or program Sub- Account in accordance with any instructions received from the User.

## **8. Cancellation and Retirement of Credits**

- 8.1 The User may request that City Forest Credits cancel or retire Credits in accordance with the relevant City Forest Credits program requirements and the procedures set out by City Forest Credits including any protocols, instructions, guidebooks, or User Guidelines.
- 8.2 The User acknowledges and agrees that if the User wishes City Forest Credits to cancel or retire Credits:
- (a) all legal and beneficial title in such Credits will be extinguished and to the extent that any legal or beneficial title remains, the User will transfer its remaining interest and title to City Forest Credits subject to any limitations or requirements as may be imposed from time to time by the relevant City Forest Credits program

requirements, these Terms of Use or the procedures set out by City Forest Credits including any program guidelines;

- (b) neither it nor any third party will have any further rights to take the benefit of such Credits nor Co-Benefits corresponding to such Credits; and
  - (c) it will procure that all relevant third parties enter into such agreements as are necessary to ensure that neither the User nor any third parties have any further rights to take the benefit of such Credits nor the Co-Benefits corresponding to such Credits.
- 8.3 Subject to clause 11.4(o), any instruction by the User to City Forest Credits to cancel or retire Credits in accordance with this clause 8 is irrevocable, and the User acknowledges that any such instruction will not be reversed.
- 8.4 City Forest Credits acknowledges and agrees that, once the User has complied with this clause 8 and City Forest Credits has cancelled or retired the Credits, City Forest Credits will not take any action to exercise or purport to exercise any right or interest, or deal with or otherwise use, the cancelled or retired Credits or the Co-Benefits corresponding to such Credits and considers that no person has any further rights to take the benefit of the cancelled or retired Credits or the Co-Benefits corresponding to such Credits.

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## **9. Legal Title to Credits**

- 9.1 Notwithstanding anything in clause 6, the User acknowledges and agrees that City Forest Credits does not in any way guarantee legal title to the Credits and the User relies on any content obtained through the City Forest Credits Registry at its own risk.
- 9.2 For the avoidance of doubt, City Forest Credits is under no obligation to verify or otherwise enquire into the validity of, or legal title to, the Credits.

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## **10. Fees and Charges**

- 10.1 Fees payable for use of the City Forest Credits Registry will be published to the User by City Forest Credits from time to time.
- 10.2 The User shall provide User's billing information prior to opening a City Forest Credits Registry Account with the City Forest Credits Registry. Invoices will be sent to User by email. All payments made to City Forest Credits should be made by check or wire transfer of immediately available funds in United States dollars to the City Forest Credits Bank Account. For the avoidance of doubt, all costs associated with the User's payment of fees shall be borne by the User.

### **Late Payment**

- 10.3 If User fails to pay when due any fees, costs or other amounts which User is obligated to pay under these Terms of Use, such amounts will be deemed delinquent.
- 10.4 Acceptance of late payment of any such amounts or of any interest accrued thereon shall not constitute a waiver by City Forest Credits of the User's default with respect to such late payment, nor prevent City Forest Credits from exercising any other rights or remedies available to it under these Terms of Use or any applicable law.
- 10.5 If delinquent fees are not paid by the User within thirty (30) days of the Due Date, City Forest Credits maintains the right to freeze the User's access to its City Forest Credits Registry Account and program Sub- Accounts until such time as User pays all outstanding fees, including a reasonable interest charge compliant with any applicable state or federal law.

- 10.6 City Forest Credits shall bear no liability to the User or any third party in connection with City Forest Credits' exercise of its rights and remedies hereunder.

### **Changes in Fees and Costs**

- 10.7 City Forest Credits may, upon thirty (30) days' notice to User and in its sole discretion, increase or decrease any or all of the fees and costs payable hereunder at any time. In no event shall any portion of such fees and costs be prorated or refunded to User upon termination of these Terms of Use or termination or suspension of User's access to the City Forest Credits Registry.
- 10.8 Any use of the City Forest Credits Registry by the User after the effective date set forth in the notice shall be deemed to constitute acceptance of such changes to the fees and costs payable hereunder.

### **Taxes and Other Charges**

- 10.9 User shall be responsible for all taxes and charges imposed by a governmental authority related to the use of the City Forest Credits Registry and all related hardware, software, and services, and any other costs the User incurs in connection with the purchase, sale, posting, or transfer of Credits or any other use of the City Forest Credits Registry.
- 10.10 For the purposes of these Terms of Use, "taxes" includes, but is not limited to, any or all ad valorem, property, occupation, severance, first use, conservation, gross receipts, privilege, sales, use, consumption, excise, lease, and transaction taxes, and any other taxes and governmental charges, fees, and assessments, or increases therein, other than taxes based on City Forest Credits's net income or net worth.

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## **11. Representations, Warranties and Covenants**

- 11.1 On the Commencement Date and throughout the term of these Terms of Use, the User represents and warrants to City Forest Credits that:
- (a) it is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its formation;
  - (b) it has all corporate and other authority and all regulatory and other consents, approvals and authorizations necessary for it to legally:
    - (i) enter into and perform its obligations under these Terms of Use and the associated procedures set out by City Forest Credits including any program User Guidelines; and
    - (ii) engage in all of its activity (including the creation, receipt and transfer of Credits) on or relating to the City Forest Credits Registry,
  - (c) the person indicating the User's acceptance of these Terms of Use through a website maintained by City Forest Credits has the authority to enter into these Terms of Use on behalf of the User, and these Terms of Use are binding on the User and enforceable against the User in accordance with their terms;
  - (d) it has examined and is familiar with the statements and other data and information submitted by it or on its behalf to City Forest Credits, and, to the best of its knowledge and belief, such statements and information are true, accurate, and complete;
  - (e) any Credits issued by the City Forest Credits Registry have been created and verified in accordance with the relevant City Forest Credits program requirements;

- (f) all legal title to and all Beneficial Ownership Rights in each Credits held, retired or cancelled in any City Forest Credits Registry Account and program Sub-Account held by the User are held by the User;
- (g) all rights, title and interest in all data and other information provided to City Forest Credits or input into the City Forest Credits Registry by the User are held by the User, and all such data and other information are true and correct in all material respects; and
- (h) any other representation, warranty, attestation or certification made to City Forest Credits by or on behalf of the User, whether prior to, on or following the Commencement Date is true and correct in all respects.

### **Covenants of User**

11.2 On the Commencement Date and throughout the term of these Terms of Use, the User covenants to City Forest Credits that:

- (a) it will maintain its user ID and password in strict confidence, will allow only its employees and other representatives access to its City Forest Credits Registry Account and program Sub-Accounts and will promptly notify City Forest Credits of any suspected unauthorized use of the City Forest Credits Registry or other breach of security; and
- (b) it will comply at all times with the relevant City Forest Credits program requirements as applicable, these Terms of Use, the procedures set out by City Forest Credits including any program User Guidelines, and all laws applicable to its use of the relevant City Forest Credits program.

### **Representations and Warranties of City Forest Credits**

11.3 On the Commencement Date and throughout the term of these Terms of Use, City Forest Credits represents and warrants to User that:

- (a) to City Forest Credits's knowledge:
  - (i) the City Forest Credits Registry, the procedures set out by City Forest Credits including any program User Guidelines and these Terms of Use comply in all material respects with any applicable laws, regulations and orders to which they may be subject; and
  - (ii) City Forest Credits possesses any applicable licenses, authorizations, permits, consents and approvals of any governmental entity or other governmental authority that may be required to be possessed by City Forest Credits in connection with the operation of the City Forest Credits programs and the City Forest Credits Registry; and
  - (iii) to City Forest Credits's knowledge, use of the City Forest Credits Registry by User in accordance with the provisions of these Terms of Use does not and will not infringe the intellectual property rights of any third party in the United States.

### **User Acknowledgements**

11.4 User acknowledges and agrees that City Forest Credits is merely providing a service and, accordingly, acknowledges and agrees that:

- (a) neither City Forest Credits nor the City Forest Credits Registry Software Provider has any special or fiduciary relationship to the User or any other user of the City Forest Credits Registry;

- (b) neither the City Forest Credits Registry nor the City Forest Credits Registry Software Provider is the User's agent or advisor;
- (c) these Terms of Use create no relationship of partnership, joint venture, employment, franchise, or agency between City Forest Credits or the City Forest Credits Registry Software Provider and the User;
- (d) all credit transactions shall be performed or settled by it and any third party in accordance with such separate agreements as may exist between the User and the relevant third party;
- (e) neither the City Forest Credits Registry nor the City Forest Credits Registry Software Provider assumes any responsibility for the performance or settlement of any transactions;
- (f) City Forest Credits is not in any way involved with and has no control over the disbursement of Scheme Credits under any Scheme Regulations;
- (g) City Forest Credits makes no representations as to the achievement of the underlying Environmental Benefits or Co-Benefits of any Credits;
- (h) City Forest Credits does not warrant that the City Forest Credits Registry software is free of bugs or errors;
- (i) City Forest Credits does not warrant that the information provided by Users and uploaded on the City Forest Credits Registry is true and correct at any point in time;
- (j) neither City Forest Credits or the City Forest Credits Registry Software Provider acts as a buyer or seller, or holds title to any credit or product listed on the City Forest Credits Registry, with the exception of credits in the program-wide Reversal or Buffer Pool of credits;
- (k) once project information has been uploaded or posted to the City Forest Credits Registry; such project information cannot and shall not be deleted, removed, expunged or altered, except in accordance with City Forest Credits's normal operating procedures. Any subsequent changes or additions to information previously posted shall be posted as an update/amendment, but shall not replace the original posting;
- (l) City Forest Credits and the City Forest Credits Registry do not and will not provide any matching services whereby Users will be matched with any potential buyer or seller of Credits or services related to the aggregation, verification or certification of emissions data;
- (m) in the event that a User does enter into an credit transaction or an aggregation, verification or certification arrangement with any third party using the City Forest Credits Registry, City Forest Credits does not guarantee and shall not be responsible for any obligation arising out of such transaction or arrangement or provide any assurance or guaranty that any such transaction or arrangement ultimately will be consummated;
- (n) the User has the right and the obligation to instruct City Forest Credits to correct any incorrect or inaccurate information held in the City Forest Credits Registry and inform City Forest Credits in writing of any changes to that information; and
- (o) City Forest Credits may, in its sole discretion, with or without cause or prior notice to the User:

- (i) temporarily or permanently cease to operate the City Forest Credits Registry;
- (ii) temporarily or permanently cease to make credit issuances or other services described hereunder available; or
- (iii) terminate or suspend the User's access to the City Forest Credits Registry.

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## **12. Limitation of Liability and Indemnification**

### **Limitation of Liability**

- 12.1 The User assumes full responsibility and risk of loss resulting from its use of the City Forest Credits Registry and will have no claim whatsoever against City Forest Credits or its independent contractors (including, without limitation, the City Forest Credits Registry Software Provider), other than where liabilities are determined by final adjudication to have been caused by City Forest Credits's or its independent contractors' willful misconduct.
- 12.2 City Forest Credits's sole liability relating in any way, whether directly or indirectly, to the City Forest Credits Registry or these Terms of Use (including without limitation the performance or non-performance by City Forest Credits of its obligations), whether caused by the negligence of City Forest Credits or otherwise, and regardless of whether any claim for damages is based on contract, tort, strict liability or otherwise, is limited to an aggregate amount equal to the fees paid by the User to City Forest Credits during the one-year period immediately preceding the earliest date on which any such claim(s) are made by the User.
- 12.3 In no event shall City Forest Credits or the City Forest Credits Registry Software Provider be liable for any:
- (a) consequential, incidental, special, exemplary, punitive or indirect damages;
  - (b) economic or commercial loss; or
  - (c) any loss of use, loss of data, loss of business, personal injuries, or property damages, sustained by the User or any third parties.

Even if City Forest Credits has been advised by the User or any third-party of the possibility of such damages, the User hereby releases and discharges City Forest Credits and the City Forest Credits Registry Software Provider, any wholly owned subsidiaries of City Forest Credits and the City Forest Credits Registry Software Provider, any other corporate affiliates of City Forest Credits and the City Forest Credits Registry Software Provider, their successors and assigns, agents, directors, officers, employees, contractors, service providers and vendors from any and all liability with respect to any damage or injuries incurred by the User as relation to the City Forest Credits Registry.

### **No Counterparty Liability**

- 12.4 City Forest Credits shall not be liable:
- (a) for the acceptability of or for any action or omission of any counterparty to or other third party involved in any transaction or arrangement that relates to Credits or that is entered into or consummated with the use of the City Forest Credits Registry (including without limitation any credit provider or buyer and any verification or certification provider); or

- (b) for the enforceability of or for any loss, expense or other liability arising from any such transaction or arrangement.

### **Indemnification**

12.5 To the fullest extent permitted by law, the User agrees to indemnify, defend, and hold harmless City Forest Credits and its independent contractors (including, without limitation, the City Forest Credits Registry Software Provider) and their respective officers, directors, owners, employees, agents, subsidiaries, affiliates, successors and assigns (collectively, the **Indemnified Party**) against and from any losses, liabilities, damages, judgments, awards, fines, penalties, actions, claims, costs, and expenses, including, without limitation, any amounts paid in settlement or compromise and any fees and costs of counsel and experts, (collectively, **Losses**) incurred, directly or indirectly, in connection with or by reason of, or in any way relating to, arising out of or attributable to:

- (a) the User's use of the City Forest Credits Registry or City Forest Credits's website and/or any violation of any law, rule, or regulation arising from such use;
- (b) any breach of any representation or warranty set forth in, and any failure to perform any covenant, obligation or agreement under, these Terms of Use by User, or any violation by User of these Terms of Use or the procedures set out by City Forest Credits including any user guidelines;
- (c) any claim, action or proceeding asserted or brought by a third party arising out of any actual or alleged act or omission of the User;
- (d) any failure of any credit posted or transferred by the User on the City Forest Credits Registry to conform with City Forest Credits's or a relevant Scheme Regulator's requirements;
- (e) any information supplied by or through User, any transaction or arrangement entered into by User with any third party, or any misuse or improper disclosure of any information by User;
- (f) any dispute between User and any third party with respect to any Credits (including, without limitation, any such dispute arising from or relating to any transaction between User and a third party with respect to the purchase, sale, or exchange of Credits, or to the aggregation, verification or certification of emissions data or any other data underpinning claimed Environmental Benefits);
- (g) any loss suffered by or other harm to any person or property (including, without limitation, any personal injuries or death of any third person) in any way relating to or caused in whole or in part by the posting, purchase, sale or exchange of Credits by the User or any other activity of User conducted using the City Forest Credits Registry;
- (h) any action (including, without limitation, any message, request to transfer, buy, offer to sell, bid to buy, and request for new suppliers) taken by any third person through the User's City Forest Credits Registry Account or program Sub-Accounts or using the User's password on the City Forest Credits Registry, whether or not such third person gains access to such City Forest Credits Registry Account or program Sub-Account or password as the result of any negligence or lack of vigilance by the User; and
- (i) the enforcement of the release, indemnity and other obligations referred to in this clause 12.5,



in any case, except to the extent that such Losses result from the Indemnified Party's fraudulent conduct or willful misconduct.

- 12.6 For the avoidance of doubt, the Losses referred to in clause 12.5 include, and are not limited to, any Losses arising out of or related to:
- (a) any inaccuracy, error, or delay in or omission of any data, information, or service, or the transmission or delivery of any data, information, or service;
  - (b) any interruption of any such data, information, or service (whether or not caused by such Indemnified Party); or
  - (c) any financial, business, commercial or other judgment, decision, act or omission based upon or related to the information or the Registry.

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### **13. Limited Warranty; Disclaimer of Warranty**

- 13.1 The data contained in the City Forest Credits Registry has been gathered by City Forest Credits from sources believed by City Forest Credits to be reliable. However, neither City Forest Credits nor the City Forest Credits Registry Software Provider warrants that the information in the City Forest Credits Registry is correct, complete, current, or accurate, or that the software programs used in the City Forest Credits Registry will be error or bug-free, secure or free from service disruption.
- 13.2 The User acknowledges, understands and accepts that the City Forest Credits Registry is provided on an "As Is" basis at the User's sole Risk. Neither City Forest Credits nor the Registry Software Provider makes any representations, or warranties, express or implied, with respect to these Terms of Use, the procedures set out by City Forest Credits including any City Forest Credits program User Guidelines or compliance with the relevant City Forest Credits program requirements, or the adequacy or performance of the City Forest Credits Registry.
- 13.3 City Forest Credits and the City Forest Credits Registry Software Provider hereby disclaim any such warranties, including but not limited to warranties of merchantability, non-infringement or fitness for a particular purpose, and any implied warranties arising from any course of dealing, usage, or trade practice.
- 13.4 The User acknowledges that service or maintenance disruptions may occur from time to time. City Forest Credits and the City Forest Credits Registry Software Provider further disclaim liability for:
- (a) errors, omissions or other inaccuracies in any party of the City Forest Credits Registry, or the reports, Credits or other information compiled or produced by or from or input into the City Forest Credits Registry;
  - (b) any delays, omissions or interruptions therein, and
  - (c) for the acts or omissions of any broker or Agent authorized within the City Forest Credits Registry by the User to utilize the City Forest Credits Registry services on behalf of the User.
- 13.5 City Forest Credits and the City Forest Credits Registry Software Provider are not responsible for the acts or omissions of parties who aggregate, input, verify or certify data for the City Forest Credits Registry or from whom data is obtained for inclusion in the City Forest Credits Registry, nor is City Forest Credits or the City Forest Credits Registry Software Provider responsible for any obligation of any User to provide or deliver a product or service or to pay any User for a product or service.

- 13.6 Neither City Forest Credits nor the City Forest Credits Registry Software Provider assumes any responsibility for, and neither shall be liable for, any damages to, or viruses that may infect, the User's equipment or other property on its City Forest Credits Registry Account and program Sub-Accounts or the User's access to and use of the City Forest Credits Registry.
- 13.7 The User is solely responsible for the protection, security, and management of its computer network and of all usage thereof. Neither City Forest Credits nor the City Forest Credits Registry Software Provider will compensate the User for damages incurred due to violations of the security of the User's computer network, nor shall the User make deductions or set offs of any kind from or against fees due to City Forest Credits in respect of any such damages.

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## **14. Termination and Suspension**

### **Termination**

- 14.1 City Forest Credits may terminate these Terms of Use by giving 10 Business Days notice to the User except in the event of a breach of the Terms of Use in which case City Forest Credits may terminate these Terms of Use immediately. For the avoidance of doubt, the power to terminate these Terms of Use in this clause 14.1 can be exercised immediately.
- 14.2 The User may terminate these Terms of Use and its use of the City Forest Credits Registry by providing thirty (30) Business Days written notice to City Forest Credits.
- 14.3 If these Terms of Use are terminated, the following provisions shall survive termination: 7 (Recording the Transfer of Credits within the City Forest Credits Registry), 8 (Cancellation and Retirement of Credits), 16 (Confidentiality), 10 (Fees and Charges), 12 (Limitation of Liability and Indemnification), 17 (Intellectual Property), and 19 (Dispute Resolution).

### **Suspension**

- 14.4 City Forest Credits may suspend the User's access to the City Forest Credits Registry and the User's City Forest Credits Registry Account and/or program Sub-Accounts at any time with or without cause and without prior notice to the User. Without limiting any other remedies or limiting the foregoing, City Forest Credits may suspend the User's access to the City Forest Credits Registry if:
- (a) City Forest Credits reasonably suspects that the User has engaged in fraudulent, unethical or illegal activity in connection with the City Forest Credits Registry, City Forest Credits or its website;
  - (b) it has received instructions to do so from the relevant Scheme Regulator;
  - (c) the User has failed to pay any fees, costs or other amounts required to be paid under these Terms of Use within five (5) Business Days of the applicable due date;
  - (d) the User has breached any representation, warranty, covenant or agreement contained herein, or otherwise failed to abide by these Terms of Use, the procedures set out by City Forest Credits including any program User Guidelines, the City Forest Credits program requirements or any relevant Scheme Regulations;
  - (e) accreditation or approval for any Credits listed by or on behalf of the User is withdrawn or threatened to be withdrawn for any reason other than such units having been issued in error;
  - (f) any Credits listed by or on behalf of the User are the subject of, or become the subject of, a Dispute, other than to an issue of erroneous issuance; or

- (g) if the User is acting as an Agent, any authorization to act in that capacity has been revoked by the Principal.
- 14.5 City Forest Credits shall provide the User with written notice via email of any suspect circumstances affected under this section within fifteen (15) Business Days following such suspension.
- 14.6 While a User's access to the City Forest Credits Registry and/or City Forest Credits Registry Account and any program Sub-Accounts is temporarily suspended, the User will have no right to deal with any listed Credits in the City Forest Credits Registry and any instruction by the User to City Forest Credits to list, record the transfer of, retire or cancel Credits in the City Forest Credits Registry will be declined.
- 14.7 When City Forest Credits forms a reasonable belief in accordance with clause 14.4(a), City Forest Credits may exercise one or more of the following rights:
- (a) a notation may be made in the City Forest Credits Registry and / or the City Forest Credits website indicating the temporary suspension and indicating the Disputed Credits; and
  - (b) where the dispute concerns Credits transferred, or purportedly transferred, by the User to another City Forest Credits Registry Account in accordance with clause 7, City Forest Credits may require the User to supply replacement Credits of a quality and quantity specified by City Forest Credits.
- 14.8 Upon notification by City Forest Credits of temporary suspension, the User will have ten Business Days to:
- (a) show cause in writing as to why the User should not be permanently suspended from the City Forest Credits Registry and why the serial numbers of the Disputed Credits should not be cancelled and
  - (b) where requested by City Forest Credits in accordance with clause 14.7(b), supply to City Forest Credits replacement Credits of a quality and quantity specified by City Forest Credits
- 14.9 If within the ten Business Day period, the User fails, to the satisfaction of City Forest Credits, to show cause and/or provide replacement Credits, City Forest Credits may exercise one or more of the following rights:
- (a) permanently suspend the User from the City Forest Credits Registry;
  - (b) close the User's City Forest Credits Registry Account(s) and any program Sub-Accounts (in which case the provisions of clause 15 shall apply);
  - (c) record the serial numbers of the Disputed Credits into the City Forest Credits Cancellation Account; and / or
  - (d) terminate these Terms of Use under clause 14.1.
- 14.10 For the avoidance of doubt, in the event that a listing or a transaction on the City Forest Credits Registry is found to be fraudulent or illegal, City Forest Credits reserves the right to refer the matter to the appropriate Governmental and legal authorities.

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## **15. Closing an Account**

- 15.1 The User may close a City Forest Credits Registry Account or program Sub-Account at any time by providing written notice to City Forest Credits in accordance with the procedures set out by City Forest Credits including any user guidelines.

- 15.2 In the event of the User providing written notice to City Forest Credits in accordance with clause 15.1, the User will retain access to its other accounts on the City Forest Credits Registry (if any) and these Terms of Use will continue to apply until terminated under clause 14.
- 15.3 Upon receiving notification under clause 15.1, or carrying out its powers under clause 14, City Forest Credits will record the serial number of the Credits listed in the relevant City Forest Credits Registry Account or program Sub-Account of that User (if any) in City Forest Credits's Cancellation Account.

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## **16. Confidentiality**

- 16.1 City Forest Credits agrees to use and maintain Confidential Information provided by User in accordance with the procedures set out by City Forest Credits including any program User Guidelines and the relevant City Forest Credits program requirements, except as may be otherwise required or permitted under clause 16.4(a), or as requested by a relevant Scheme Regulator pursuant to its Scheme Regulations.
- 16.2 The User acknowledges that City Forest Credits will relay Confidential Information to the Registry Software Provider for the purpose of maintaining the City Forest Credits Registry and consents to and authorizes data sharing between City Forest Credits and the Registry Software Provider.
- 16.3 City Forest Credits and User shall each use commercially reasonable efforts to protect any Confidential Information of the other party from unauthorized disclosure or use, using at least the same level of care as it uses to protect its own Confidential Information.
- 16.4 City Forest Credits and the User each agree not to use or disclose Confidential Information of the other party except to the extent that such use or disclosure is:
- (a) reasonably necessary to perform under the procedures set out by City Forest Credits including any program User Guidelines, program requirements, or these Terms of Use (including, without limitation, in connection with the production of reports or information requested and required by a relevant Scheme Regulator); or
  - (b) authorized in writing by the other party.
- 16.5 Neither City Forest Credits nor the User shall be deemed to have breached these Terms of Use on account of the use or disclosure of any Confidential Information of the other party if:
- (a) such use or disclosure is reasonably necessary to comply with any applicable law, regulation, order or other legally enforceable requirement, or any request by any governmental authority having jurisdiction (including a relevant Scheme Regulator) over City Forest Credits; and
  - (b) the party using or disclosing such Confidential Information provides to the other party, as soon as reasonably practicable and, in any event, in advance of such use or disclosure, written notice of such use or disclosure so that the other party may seek a protective order or other appropriate remedy.

With respect to requests from a relevant Scheme Regulator for Confidential Information relating to a particular project or activity in connection with the relevant Scheme Regulator's review or crediting of that project or activity, City Forest Credits may disclose User information to the relevant Scheme Regulator without providing written disclosure to User.

- 16.6 If a User cancels or retires one or more Credits, notwithstanding anything to the contrary in these Terms of Use, the following information related to such cancellation or retirement shall be subject to public disclosure by or at the direction of City Forest Credits, in such manner

(including, without limitation, by inclusion in one or more reports posted on the City Forest Credits 's website) and at such times as City Forest Credits may determine in its sole discretion:

- (a) the name of User;
- (b) the number of cancelled or retired Credits;
- (c) the serial numbers of the cancelled or retired Credits;
- (d) the date of such cancellation or retirement;
- (e) the name, type and identification number of the project or activity and the location of the project or activity site associated with the cancelled or retired Credits;
- (f) if applicable, a statement to the effect that the cancellation or retirement was effected on behalf of another person or organization; and
- (g) any information not covered by the preceding clause 16.6(f) voluntarily disclosed by User to City Forest Credits regarding the reason for such cancellation or retirement.

16.7 If User obtains access to data in the City Forest Credits

Registry that:

- (a) is not data provided or owned by User;
- (b) is not part of a publicly available City Forest Credits Registry report; and
- (c) the User is not otherwise authorized to use, then, regardless of whether such data is otherwise considered information subject to the provisions of this clause 16, the User shall:
  - (i) immediately notify City Forest Credits that the User has obtained such access; and
  - (ii) not disclose, disseminate, copy, or use any such information.

16.8 City Forest Credits and the User will each be entitled to all remedies available at law or in equity to enforce, or seek relief in connection with, the obligations of the other party under this clause 16.

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## 17. Intellectual Property

17.1 The User hereby grants to City Forest Credits and the City Forest Credits Registry Software Provider, a perpetual, royalty-free license to:

- (a) use, reproduce, distribute, display and prepare derivative works from data provided by the User (**User Data**) and Confidential Information provided by the User; and
- (b) grant sublicenses to such User Data and Confidential Information to subcontractors and other third parties,

in each case to the extent reasonably necessary to perform any obligations of City Forest Credits under these Terms of Use, the procedures set out by City Forest Credits including any program User Guidelines, and the relevant City Forest Credits program requirements, and to fulfil the purposes of the City Forest Credits Registry.

- 17.2 The rights and obligations of these Terms of Use shall run to the named parties and their successors in interest and permitted assigns. User shall ensure that any of its owners, trustees, members, officers, directors, employees and Agents to whom it has provided access to the City Forest Credits Registry agree to be bound by these Terms of Use.
- 17.3 The User acknowledges and agrees that the rights and licenses provided to User under these Terms of Use and the procedures set out by City Forest Credits including any user guidelines are solely for the benefit of the User and are to be exercised only in connection with the User's use of the City Forest Credits Registry. The User may not transfer, assign or sublicense its rights, licenses or City Forest Credits Registry Account(s) and program Sub-Accounts, or any portion thereof, to any third party without the prior written consent of City Forest Credits, which consent City Forest Credits may withhold in its sole discretion.
- 17.4 The User acknowledges that City Forest Credits is and shall remain the sole owner of all aggregated data embodied in the City Forest Credits Registry, and of the selection, arrangement and compilation of such aggregated data.
- 17.5 Other than with City Forest Credits 's written permission, reproduction of part or all of the contents in any form of the City Forest Credits Registry is prohibited other than for individual use only and may not be copied and shared with a third party. The permission to copy by an individual does not allow for incorporation of material or any part of it in any work or publication, whether in hard copy, electronic, or any other form.
- 17.6 Unless otherwise noted, all materials in the City Forest Credits Registry are protected as the Intellectual Property Rights owned by City Forest Credits or by other parties that have licensed their material to City Forest Credits.
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## **18. Privacy and User Information**

- 18.1 Personal information about any individual will be maintained in accordance with the Privacy Policy.
- 18.2 The User acknowledges that City Forest Credits may be required by law or in compliance with its Know- Your-Client (KYC) policy to conduct background checks on the User.
- 18.3 The User agrees to use its best endeavors to assist City Forest Credits in carrying out any such obligations.
- 18.4 The User will review any communication issued by City Forest Credits in connection with the City Forest Credits Registry and will immediately notify City Forest Credits in writing if any information contained in the communication is inaccurate or incorrect.
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## **19. Dispute Resolution**

### **Governing Law**

- 19.1 These Terms of Use shall be governed by the laws of the State of Washington without regard to its rules on conflicts of laws.

### **Dispute Resolution**

- 19.2 In the event of any claim or controversy arising out of or relating to these Terms of Use, or the breach thereof, or any other claim or controversy between the parties (any such claim or controversy, a **Dispute**), the parties first shall attempt to settle such claim or controversy by mediation administered by JAMS, which mediation shall take place in Seattle, Washington.

- 19.3 Either party may commence mediation by providing to JAMS and the other party a written request for mediation, setting forth the subject of the dispute and the relief requested, including the amount sought in the dispute.
- 19.4 The parties will cooperate with JAMS and one another in selecting a mediator from the JAMS panel of neutrals and in scheduling the mediation proceedings. The parties agree that they will participate in the mediation in good faith and that they will share equally its costs. At least fifteen (15) days prior to the commencement of the mediation, the party seeking to mediate (the **Demanding Party**) shall give the other party all documents available to the Demanding Party that support its position in the Dispute.
- 19.5 All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator or any JAMS employees, are confidential, privileged and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.
- 19.6 Any Dispute that has not been resolved by mediation as provided herein within thirty (30) days after commencement of the mediation shall be finally resolved by arbitration administered by JAMS and all proceedings shall be held in Seattle, Washington. The arbitration will be conducted in accordance with the provisions of JAMS's Comprehensive Arbitration Rules and Procedures in effect at the time of filing of the demand for arbitration. The parties will cooperate with JAMS and with one another in selecting an arbitrator from JAMS panel of neutrals, and in scheduling the arbitration proceedings. The parties shall participate in the arbitration in good faith and shall share equally in its costs.
- 19.7 The provisions of this clause 19 may be enforced by any court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all costs, fees, and expenses, including attorney fees, to be paid by the party against whom enforcement is ordered.
- 19.8 The parties shall continue to perform their respective obligations under these Terms of Use during the pendency of dispute resolution proceedings, including mediation and arbitration.
- 19.9 Each party waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect of any Dispute.
- 19.10 Except as otherwise provided herein, each party shall be responsible for the payment of all of its costs associated with the resolution of any Dispute, whether in mediation, arbitration or before a court of law, including but not limited to any filing fees, mediator or arbitrator fees, its reasonable attorneys' fees, and other costs incurred in such proceeding, provided that if a Dispute is initiated in bad faith, as determined by the mediator, arbitrator or court, the party initiating the Dispute shall be responsible for all of the other party's defense costs.
- 19.11 The parties agree that neither may bring a claim nor assert a cause of action against the other, in any forum or manner, more than one (1) year after the later of:
- (a) the date on which the claim or cause of action accrued; and
  - (b) the earliest date on which the aggrieved party could have reasonably discovered the wrong giving rise to the claim or cause of action.

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## **20. Force Majeure**

- 20.1 To the extent City Forest Credits is prevented by Force Majeure from fully performing any of its obligations under the City Forest Credits program requirements, the procedures set out by City Forest Credits including any program User Guidelines or these Terms of Use, then City Forest Credits shall be excused from the performance of such obligations for as long as the Force Majeure event is continuing.
- 20.2 City Forest Credits shall seek to remedy the Force Majeure using commercially reasonable efforts.
- 20.3 The User shall not be required to perform or resume performance of its obligations under the relevant City Forest Credits program requirements, the procedures set out by City Forest Credits including any program User Guidelines or these Terms of Use corresponding to the obligations of City Forest Credits excused by Force Majeure.

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## **21. General**

### **Assignment**

- 21.1 The User shall not assign these Terms of Use or any of its rights, benefits, duties, and obligations hereunder without the prior written consent of City Forest Credits, which consent City Forest Credits may withhold in its sole discretion. These Terms of Use shall be binding upon and inure to the benefit of the respective parties and their respective successors and permitted assigns.

### **No Third-Party Beneficiaries**

- 21.2 Except as set forth elsewhere in these Terms of Use, these Terms of Use confer no rights whatsoever upon any person other than the parties and shall not impose, or be interpreted as imposing, any standard of care, duty, or liability upon any person other than a party.

### **Severability**

- 21.3 If any term or provision of these Terms of Use is held to be invalid or unenforceable in any respect, the validity and enforceability of the remaining terms and provisions of this Terms of Use shall not in any way be affected or impaired thereby.

### **Audit**

- 21.4 City Forest Credits has the right, at its sole expense, upon reasonable notice and during normal working hours, to examine, audit, and obtain copies of the records of User to the extent reasonably necessary to verify:
- (a) the accuracy of any representation, warranty or attestation made by User to City Forest Credits; and
  - (b) the User's performance during the prior (12) month period of its obligations under the procedures set out by City Forest Credits including any user guidelines or, as applicable, the relevant City Forest Credits program requirements, and these Terms of Use.

This right to examine, audit, and obtain copies shall not be available with respect to any information that is not directly relevant to the subject matter of the procedures set out by City Forest Credits including any user guidelines or, as applicable, the relevant City Forest Credits program requirements, or these Terms of Use.



## Notices

- 21.5 All notices and other communications under these Terms of Use must be in writing and will be duly given hereunder:
- (a) upon delivery, if personally delivered, delivered by email or facsimile, or delivered by overnight courier with confirmation of delivery; and
  - (b) on the fourth business day after the postmark date, if mailed by certified or registered mail with postage prepaid.
- 21.6 Street and email addresses and facsimile numbers of each party are as indicated below or as subsequently modified by written notice to the other party.

If to City Forest Credits:

City Forest Credits  
Attn: Registry Administrator  
999 Third Ave, Suite 4600  
Seattle, Washington 98104  
Phone: 206-623-1823  
Email: [info@CityForestCredits.org](mailto:info@CityForestCredits.org)

If to the User:

To the address provided at the time of registration, as updated by the User from time to time.

## Electronic Documents

- 21.7 To the extent permitted by law, for the purposes of this Declaration, Parties understand and agree that any document that is signed, executed, or submitted electronically will have the same force of law as if the same process had been conducted using physical documents.

## Injunctive Relief

- 21.8 The User acknowledges that money damages would not adequately compensate City Forest Credits and the City Forest Credits Registry Software Provider in the event of a breach by the User of its obligations hereunder and that injunctive relief may be essential for City Forest Credits and the City Forest Credits Registry Software Provider to adequately protect themselves hereunder. Accordingly, the User agrees that, in addition to any other remedies available to City Forest Credits and the City Forest Credits Registry Software Provider or at law or in equity, including but not limited to any monetary damages, City Forest Credits and the City Forest Credits Registry Software Provider shall be entitled to seek injunctive relief in the event of any breach by User of any covenant, agreement, representation or warranty contained herein or in the procedures set out by City Forest Credits including any user guidelines.

## Rights Cumulative

- 21.9 The rights, remedies and powers of the parties under these Terms of Use are cumulative and do not exclude any other rights, remedies or powers.

## Schedule 1

### Definitions

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**Agent** means any User of the City Forest Credits Registry who does so in the capacity as a broker, agent or representative of any kind on behalf of a Principal for the purposes of utilizing the City Forest Credits Registry services.

**Agreement** means these Terms of Use.

**Beneficial Ownership Rights**, with respect to any credit, means any contractual or other right to direct or control the sale or other disposition of, or the retirement of, such credit.

**Business Day** means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday. A Business Day shall open at 8:00 a.m. and close at 5:00 p.m. Pacific Prevailing Time.

**Cancellation Account** means an account in the City Forest Credits Registry that lists the serial numbers of disputed Credits, Credits transferred to third parties without accounts in the City Forest Credits Registry and Credits held by Users that have exited the City Forest Credits Registry.

**Commencement Date** means the date on which User indicated User's acceptance of these Terms of Use through a website maintained by City Forest Credits.

**Confidential Information** shall mean:

- (a) all information:
  - (i) to which User, City Forest Credits or the City Forest Credits Registry Software Provider, or any third party (to the extent such third party owes a duty of confidence to User, City Forest Credits or the City Forest Credits Registry Software Provider) has rights; and
  - (ii) which is marked to expressly indicate its confidential, restricted, or proprietary nature by the party having rights in the same, or which, under all of the circumstances, a reasonable business person should know to treat as confidential, restricted, and/or proprietary; and
- (b) all information that, at the applicable time, is deemed to be Confidential Information pursuant to clause 16.
- (c) Notwithstanding the foregoing and any provision of clause 16, Confidential Information does not include information:
  - (i) that is, as of the time of its disclosure, or thereafter becomes, part of the public domain through a source other than the receiving party;
  - (ii) that was known to the receiving party as of the time of its disclosure;
  - (iii) that is independently developed by the receiving party without reference to the Confidential Information of the disclosing party;
  - (iv) that subsequent to its disclosure, is received by the receiving party from a third party not subject to an obligation of confidentiality with respect to the information disclosed; or
  - (v) with respect to which the disclosing party provides to the receiving party in accordance with clause 16 or through an electronic interface comprising part of the City Forest Credits Registry an express waiver of any confidentiality protection under these Terms of Use.

**Demanding Party** has the meaning given to it in clause 19.3.

**Dispute** means any disagreement, claim, allegation, concerning the generation, creation, ownership, issuance, validity, legality or registration of any Credits that may arise between the User and any third party including City Forest Credits.

**Disputed Credits** means Credits subject to a suspension notice in accordance with clause 14.5.

**Due Date** means the date at which any Fees charged and invoiced under this Agreement must be paid, which is no later than 30 days after the date of the relevant invoice.

**End Date** means the date these Terms of Use are terminated in accordance with clause 14.

**Environmental Benefit(s)** means all legal and equitable right, title, interest and benefit arising from or associated with (i) the protection, conservation or enhancement of the environment and/or biodiversity, or (ii) GHG Reductions, or (iii) the achievement of sustainable development outcomes; or (iv) any other legal and equitable right, title, interest or benefit relating to the environmental benefit as approved by City Forest Credits.

**Financial Market Settlement System** means an exchange, clearing house, central counterparty or other settlement system (as determined by City Forest Credits) that acts on settlement instructions to settle transactions.

**Force Majeure** means an event or circumstance which prevents City Forest Credits from performing its obligations under these Terms of Use, which event or circumstance was not anticipated as of the date these Terms of Use were agreed to, which is not within the reasonable control of, or the result of the negligence of, City Forest Credits, and which, by the exercise of reasonable commercial efforts, City Forest Credits is unable to overcome or avoid or cause to be avoided.

**Government Authority** means:

- (a) a government, whether foreign, federal, state, territorial or local;
- (b) a department, office or minister of a government acting in that capacity; or
- (c) a commission, delegate, instrumentality, agency, board, or other governmental, semi-governmental, judicial, administrative, monetary or fiscal authority, whether statutory or not, and includes any relevant international agency.

**Credit** means a unit issued by, and held in the City Forest Credits Registry representing the right of an accountholder in whose account the unit is recorded to claim the achievement represented by the unit. Such achievement may include, but is not limited to, a GHG emission reduction or removal in an amount of one (1) metric tonne of CO<sub>2</sub> equivalent that has been verified in accordance with the applicable City Forest Credits program Rules.

**Intellectual Property Rights** means all rights in any patent, copyright, database rights, registered design or other design right, utility model, trade mark (whether registered or not and including any rights in get up or trade dress), brand name, service mark, trade name, eligible layout right, chip topography right and any other rights of a proprietary nature in or to the results of intellectual activity in the industrial, commercial, scientific, literary or artistic fields, whether registrable or not and wherever existing in the world, including all renewals, extensions and revivals of, and all rights to apply for, any of the foregoing rights owned, used, or intended to be used, by a party whether or not registered, registrable or patentable.

**Interest Rate** means, for any date, the per annum rate of interest equal to the prime lending rate published in The Wall Street Journal on such day (or if not published on such day, on the most recent preceding day on which published), plus two percent (2%).

**Principal** means a third party who owns Credits or wishes to utilize the City Forest Credits Registry services and who has appointed an Agent to act on its behalf for the purposes of using the City Forest Credits Registry services.

**Privacy Policy** means the City Forest Credits Registry Privacy Policy available on the City Forest Credits Registry website, as amended from time to time.

**Program requirements** means those rules and requirements adopted by City Forest Credits and set forth in the relevant City Forest Credits protocols, program requirements, City Forest Credits's formal guidance documents, and any additional direction provided by City Forest Credits as part of its implementation of the relevant City Forest Credits program.

**Program Sub-Account** means a sub-account in a User's City Forest Credits Registry Account for the holding of Credits related to a specific City Forest Credits program.

**Program User Guidelines** means any user guidelines adopted for a City Forest Credits program.

**Scheme credit** means a credit issued by a Scheme Regulator for a greenhouse gas (GHG) reduction or GHG removal enhancement of one metric ton of carbon dioxide equivalent, pursuant to the Scheme Regulations.

**Scheme Regulations** means the regulations adopted by a Scheme Regulator for a national or sub-national emissions trading or offsets scheme, including any offset protocols adopted by the Scheme Regulator and which may be amended from time to time.

**City Forest Credits Bank Account** means the bank account nominated by City Forest Credits from time to time for the payment of fees by the User.

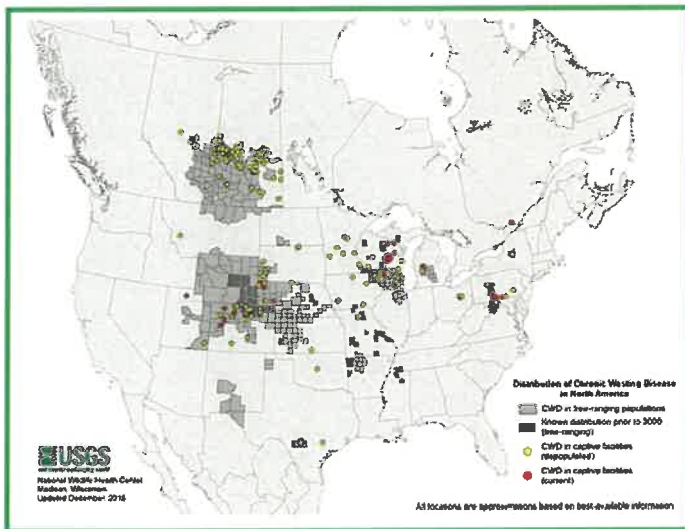
**City Forest Credits program** means any programs, protocols, credits, certifications, and other standards or processes developed by City Forest Credits, and any other sustainable development and /or climate action program or standard administered by City Forest Credits from time to time.

**City Forest Credits Registry Account** means an account held by the User in the City Forest Credits Registry in accordance with the procedures set out by City Forest Credits including any program User Guidelines.

**City Forest Credits Registry Software Provider** means FDG Web or any other software provider retained by City Forest Credits to develop or maintain this Registry.



# 2022 Bow Hunt Program for Monitoring and Control of Chronic Wasting Disease in Kendall County White-tailed Deer Populations



## Application Materials

Acknowledgement Waiver and Release of Liability

KCFPD Program Participation Overview and Policies

IDNR 2022 Archery Deer Harvest Reporting and Hunting Regulations  
Information Sheet

Designated Hunting Area Maps

KCFPD General Use Ordinance #18-09-002  
P187

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# KENDALL COUNTY FOREST PRESERVE DISTRICT

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HISTORIC KENDALL COUNTY COURTHOUSE

110 WEST MADISON STREET

YORKVILLE, IL 60560

## Kendall County Forest Preserve District 2022 Pilot Bow Hunt Program – White-tailed Deer CWD Monitoring and Management Application Form

### Required Submissions:

1. Completed Application Form for each Applicant;
2. \$250.00 **Non-refundable** Program Application Fee for each Applicant (\$350.00 for Non-residents of Kendall County). Acceptable forms of payment include cash, check, or credit card. Do not send cash via US mail. Credit card information and payment can be processed over the phone by calling 630-553-4025. Credit card payments will incur an additional 2.5% processing fee.
3. Signed Acknowledgment, Waiver and Release of Liability Form for each person on Kendall County Forest Preserve District property as part of the 2022 Pilot Bow Hunt Program; and
4. Proof of Applicant's residency in Kendall County. (All participants must be current residents of Kendall County. So, each applicant must present at least one form of documentation to establish their proof of residency in Kendall County (e.g., current Illinois State Drivers' License, mortgage statement or utility bill with the Applicant's name and address).

### Application Confirmations (Box below must be checked):

I have read through and agree to comply with the Kendall County Forest Preserve District's Program Participation Overview and Policies document. Also, I hereby agree to abide by all applicable Federal and State laws, Kendall County ordinances, and all Kendall County Forest Preserve District rules and regulations, including, but not limited to the Kendall County Forest Preserve District's General Use Ordinance and the State of Illinois – Illinois Department of Natural Resources 2022 Archery Deer Harvest Reporting and Hunting Regulations Information Sheet. I understand that my failure to comply with all applicable laws, ordinances, rules and regulations will result in the immediate termination and removal from participation in the Kendall County Forest Preserve District's 2022 Pilot Bow Hunt Program.

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

**Address:** \_\_\_\_\_  
   **City**                      **State**                      **Zip Code**

**Date of Birth:** \_\_\_\_\_

**Phone** (\_\_\_\_) \_\_\_\_\_      **Cell Phone:** (\_\_\_\_) \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Designated Hunting Preserve Order of Preference:**

*Baker Woods, Fox River Bluffs, Henneberry, Hollenback Sugar Bush, Jay Woods, Lyon-Richard Young, Maramech-Little Rock Creek, Millbrook North, Millbrook South, Pickerill-Pigott, River Road Tree Mitigation, Subat, Freeman (If only one preserve preference is given, the remaining two will be filled in at random).*

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_

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

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

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_

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

*For the purpose of this program, youth hunters are those participants who are seventeen (17) years old by October 1, 2022 or younger. Any participants under the age of eighteen (18) years of age must be accompanied by a person twenty-one (21) years of age or older, who will be in the immediate area (100 feet).*

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_

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

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

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_

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

Mandatory orientation session dates, times, and locations are provided below.

Select either one of the dates, or both dates based on availability.

Participants are required to select at least one date, if no preference, select both.

Thursday, September 8    Harris Forest Preserve Shelters 1 & 4  
10460 Rt. 71 Yorkville, IL 60560  
5:30 PM

Saturday, September 10    Harris Forest Preserve Shelter 2  
10460 Rt. 71 Yorkville, IL 60560  
10:00 AM

*For Office Use Only:*

*Date and Time Received:* \_\_\_\_\_ *District staff initials:* \_\_\_\_\_ *\$250 (\$350) Application Rec'd?* \_\_\_\_\_

*Completed Application Form* \_\_\_\_\_ *Signed Waivers for Participant/Youth/Supporting Individuals* \_\_\_\_\_

*Proof of Kendall County Residency provided:* \_\_\_\_\_



**KENDALL COUNTY FOREST PRESERVE DISTRICT  
2022 BOW HUNT PROGRAM**

**Participant Name (please print):** \_\_\_\_\_ **D.O.B.:** \_\_\_\_\_

**Participant Address:** \_\_\_\_\_

**Participant Telephone Number- Home:** \_\_\_\_\_ **Cell:** \_\_\_\_\_

**Participant Email Address (optional):** \_\_\_\_\_

**Participant's IDNR Hunting License Number:** \_\_\_\_\_

*In case of emergency, please contact:*

**Name (please print):** \_\_\_\_\_ **Relation:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Telephone Number - Home:** \_\_\_\_\_ **Cell:** \_\_\_\_\_

*Youth hunters must be between the ages of nine (9) and seventeen (17) by October 1, 2022 in order to participate in the Kendall County Forest Preserve District's 2022 Bow Hunt Program. All youth hunters must be accompanied by a supervising adult twenty-one (21) years of age or older, who will be in the immediate area (100 feet). If the participant is a youth hunter, please provide all of the following additional information:*

**Name of Youth Hunter's Parent/Legal Guardian (please print):** \_\_\_\_\_

**Relationship to Minor Participant:** \_\_\_\_\_

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

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

\*\*\*\*\*

**ACKNOWLEDGMENT, WAIVER AND RELEASE OF LIABILITY**

I, \_\_\_\_\_ (please print Participant's name), voluntarily choose to participate in activities for recreational and conservation purposes at one or more of the Kendall County Forest Preserve District ("District") properties, specifically I am being granted entry onto one or more of the District's properties for the purpose of bow hunting as part of the District's 2022 Bow Hunt Program ("Program").

**ACKNOWLEDGMENT OF RECEIPT:** By signing my name below, I acknowledge that I have received and reviewed a copy of the District's 2022 Bow Hunt Program Manual and the District's General Use Ordinance (hereinafter collectively referred to as "the Rules"). As a participant of the Program, I must abide by the District's Rules. My failure to comply with the District's Rules will result in my immediate removal from the District's properties and the Program.

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

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

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

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

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

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

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

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

Participant's Name (please print): \_\_\_\_\_

Participant's Signature: \_\_\_\_\_

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

Date signed: \_\_\_\_\_

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*For Administrative Use Only*

Date and Time of Receipt: \_\_\_\_\_

Received by: \_\_\_\_\_



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

Program Participation Overview and Policies

Summary:

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

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

Only *ecologically self-sustaining White-tailed deer populations* are included in the scope of this bow hunt pilot program for the 22-23 Illinois Department of Natural Resources (IDNR) archery season. Bow hunting will only be allowed in designated zones within forest preserve areas, with requirements that complement State of Illinois - Illinois Department of Natural Resources efforts to control the spread of Chronic Wasting Disease in deer populations in Kendall County.

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

Special use permits will be extended to participants completing the application process, with bow hunting allowed October 1, 2022 through January 15, 2023 in accordance with the IDNR 2022 Archery Deer Hunting Rules and Regulations (attached).

## Application Requirements and Registration Schedule

Application materials will be available electronically on August 2, 2022.

1. Applications will be accepted from 2021 pilot bow hunt program year permit holders only from the beginning of the day August 3, 2022, to the end of the day August 24, 2022.
2. Registration opens for Kendall County residents only from the beginning of the day August 10, 2023, to the end of the day August 24, 2022
3. In-county and out-of-county applications will be accepted from the beginning of the day August 17 until the end of the day August 24, 2022.
4. Registration will be closed after August 24, 2022, or after 90 permits are sold (whichever comes first), and no applications will be accepted or considered thereafter.

*Applications submitted prior to the designated time above will not be accepted and a new application will have to be submitted at the appropriate date.*

Applications will be accepted at the Kendall County Forest Preserve District's headquarters located at 110 W. Madison Street Yorkville, Illinois 60560, or via email to Antoinette White at [awhite@kendallcountyil.gov](mailto:awhite@kendallcountyil.gov). Only ninety (90) full-season permits will be issued on a first-come first-served basis during the three registration periods. A wait list will be maintained should applicants withdraw from the program prior to September 2, 2022.

In order to be considered for participation, applicants must fully complete the required application; remit payment of the \$250 non-refundable application fee (Kendall County residents), or \$350 non-refundable application fee (Non-residents); complete and submit the required waiver of liability form, and attend one of the two scheduled mandatory orientation session. *Failure to complete any of the requirements will be considered withdrawing from the program.*

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

1. The permit-holder will be present at all times with the weekend permit holder.
2. ALL permit holders within an assigned zone provide consent for the guest pass to be purchased from the District (\$50 for a Kendall County resident guest pass / \$100 for a non-resident guest pass).
3. The guest pass stand permit, and guest pass parking permit must be displayed at all times, and visible from ground height.
4. No gate lock keys will be issued to individuals purchasing a guest pass.

Mandatory orientation session dates are scheduled as follows:

Thursday, September 8 @ Harris Forest Preserve Shelters 1 & 4  
10460 Rt. 71 Yorkville, IL 60560  
5:30 PM

Saturday, September 10 @ Harris Forest Preserve Shelter 2  
10460 Rt. 71 Yorkville, IL 60560  
10:00 AM

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

Participants must have reached their ninth birthday by October 1, 2022 of the current year to be eligible to hunt. For the purpose of this program, youth hunters are those participants who are less than seventeen (17) years old by October 1, 2022, or younger. Any participants under the age of eighteen (18) years of age must be accompanied by a person twenty-one (21) years of age or older, who will be in the immediate area (100 feet).

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

<b>Preserve</b>	<b>Number of Zones</b>
Baker Woods	3
Fox River Bluffs	6
Freeman	1
Henneberry	4
Hollenback Sugar Bush	3
Jaywoods	1
Maramech-Little Rock Creek	7
Millbrook North	7
Millbrook South	4
Pickerill-Pigott	3
Richard Young	1
River Road Tree Mitigation	1
Subat	3

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

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

All participants will be required to log their time-in and time-out upon entry and exiting designated preserve areas in order to communicate active hunting periods

and stand location to other participants, as well as log their harvest data. *Failure to do so will result in being removed from the program.*

#### Hours for Preserve Access

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

**Preserves will be closed to bow hunting during Firearm Seasons November 18-20, 2022 and December 1-4, 2022.**

#### Stand Locations

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

#### General Use Ordinance and Special Use Permit Violations

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

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

#### Bow Hunt Stand and Clothing Requirements

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

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

#### Chronic Wasting Disease Mandatory Testing

CWD is under management in Kendall County with multiple confirmed positive tests for CWD from ongoing annual deer harvests conducted in recent years. For deer culled from forest preserve areas during the 2022 bow hunt season tested positive for CWD. All permitted District deer hunters must have their harvested deer checked for CWD at the IDNR Silver Springs State Park check station.

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

**Participants are required to successfully hunt a doe before hunting and taking a buck from designated preserve areas between October 1, 2022 and November 3, 2022. For the purposes of this program, an antlerless “button buck” will be treated as a doe.**

**Buck hunting is allowed beginning November 4, 2022, provided permit holders have logged a minimum of 20 hours during the doe-only season. Buck hunting is not permitted until the logged-hour minimum is achieved.**

#### Rules, Regulations, Provisions, and Directives

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



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

### Parking

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

### Accessing Hunting Zones

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

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

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

### Scouting and Tree Stand Information

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

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

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

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

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

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

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

Tree stands must be removed within a week after the last day of a participant's hunting opportunity. If this is a hardship, the participant must contact the District at (630) 746-1005 or email at [awhite@kendallcountyil.gov](mailto:awhite@kendallcountyil.gov).

Failure to do so violates the participants Special Use Permit and the District's General Use Ordinance, and will result in a fine and rejection of future applications by the participant.

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

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

All harvests must be reported. Failure to report harvests will result in the loss of hunting privileges for the next hunting season. Discovery of misrepresentation, intentional false statements or deceptive reporting will not be tolerated and will result in the loss of hunting privileges indefinitely.

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

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

All participants must follow Illinois State check-in regulations after harvesting a deer. After checking in the harvest with IDNR, participants are also required to call the phone number on the District permit between 7 am and 10 pm that day or email [awhite@kendallcountyil.gov](mailto:awhite@kendallcountyil.gov). Also, they must record the harvest on the sign-in sheet at the site.

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

Hunters are encouraged to participate with District habitat work days.

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

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

Participants may only harvest white-tailed deer.

It is unlawful to make available food, salt, mineral block, supplements, attractants, or other products for ingestion by wild deer or other wildlife. This includes but is not limited to any food plot, C' Mere Deer, Crush Deer Attractants, or Deer Cane/Co cane, etc. This does not prohibit scents used for cover, masking or attracting, however, the District discourages hunters from using urine-based scents or lures.

Participants may not work together to drive or move deer.

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

No still-hunting of deer is permitted.

Hunting from the ground is prohibited.

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

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

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

*\*The District may temporary suspend the program in any area to conduct necessary natural resources restoration activities.*

# 2022 ARCHERY DEER HARVEST REPORTING AND HUNTING REGULATIONS INFORMATION SHEET

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

## MANDATORY DEER HARVEST REPORTING

**Successful deer hunters must register (report) their harvest by 10 p.m. on the same calendar day the deer was taken by calling the toll-free telephone check-in system at 1-866-452-4325 (1-866-IL-CHECK) or by accessing the online check-in system: <https://www.exploremoreil.com/wildlife/harvest> (For your convenience, this information is also printed on the front of your deer permit.)**

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

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

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

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

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

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

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

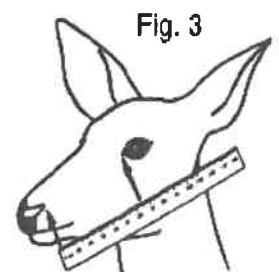
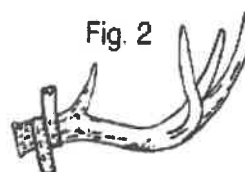
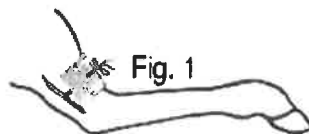
- Select the type of deer that you harvested: (1) a buck with antlers; (2) a buck without antlers; or (3) a doe.
- Was your deer a fawn last summer or is it an adult?
- How many bobcats did you see while hunting this location during this season?
- How many turkeys did you see while hunting this location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

### Additional Questions For Bucks With Antlers Only:

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

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

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



# 2022-2023 ARCHERY DEER HUNTING RULES AND REGULATIONS

## SEASON DATES

- In Cook, DuPage, Lake and that portion of Kane County east of State Route 47: **Oct. 1, 2022 - Jan. 15, 2023**
- In all other counties and that portion of Kane County west of State Route 47: **Oct. 1, 2022 - Jan. 15, 2023 EXCEPT** archery hunting is **CLOSED** during Firearm Deer Seasons Nov. 18 - 20, 2022 & Dec. 1 - 4, 2022.

Archery deer hunting is **OPEN** during:

- Muzzleloader-Only Deer Season (Dec. 9 - 11, 2022)
- Youth Firearm Deer Season (Oct. 8 - 10, 2022)
- Late Winter Deer Season (Dec. 29, 2022 - Jan. 1, 2023 and Jan. 13 - 15, 2023)
- CWD Deer Season (Dec. 29, 2022 - Jan. 1, 2023 and Jan. 13 - 15, 2023)

## ILLINOIS RESTRICTED ARCHERY ZONE

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

## HUNTING HOURS

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

## PERMIT, LICENSE, & HABITAT STAMP REQUIREMENTS

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

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

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

**Habitat Stamp:** Before any person 18 years of age or older takes, attempts to take, or pursues a deer, he or she shall first obtain a State Habitat Stamp. Disabled veterans and former prisoners of war shall not be required to obtain a State Habitat Stamp. Any person who obtained a Lifetime license before January 1, 1993, shall not be required to obtain a State Habitat Stamp. Licenses/stamps are available at [exploremoreil.com](http://exploremoreil.com).

## IT IS UNLAWFUL:

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

## HUNTING DEVICES

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

1. Crossbows. Crossbows used in hunting shall meet all of the following specifications:
  - a) shall use a bowstring to propel the bolt or arrow and have a minimum peak draw weight of 125 pounds;
  - b) have a minimum length (from butt of stock to front of limbs) of 24 inches;
  - c) have a working safety;
  - d) be used with fletched bolts or arrows of not less than 14 inches in length (not including point).

2. Longbows, recurve bows, or compound bows with minimum pull of 30 pounds at some point within a 28-inch draw. Minimum arrow length is 20 inches. Any mechanical device capable of maintaining a drawn or partially drawn position on a bow without the hunter exerting full string tension is illegal.

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

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

## HUNTING AREA

All Illinois counties. Permission to hunt on private property must be obtained from the property owner or tenant. Landowner permits are valid on all properties owned by that permittee, regardless of in which county the property is located, so long as that county is open for the specific hunting season for which the permit is issued. This includes all permits issued to: 1) A landowner, tenant, bona fide current income beneficiary, or the immediate family of a landowner, tenant, or income beneficiary; or 2) A bona fide equity shareholder, bona fide equity member, or bona fide equity partner and on all lands owned by the corporation, limited liability company or partnership. e) All tenant permits issued under this Part are valid only on lands rented/leased for commercial agriculture in the counties open for the specified hunting season. A hunting rights lease, or other nonagricultural lease, is not valid as a basis for obtaining a landowner or tenant permit.

## CLOTHING

Special clothing is required during any gun deer seasons that are open concurrently with the Archery Season. These include:

- Muzzleloader-Only Deer Season (Dec. 9 - 11, 2022)
- Youth Firearm Deer Season (Oct. 8 - 10, 2022)
- Late Winter Deer Season (Dec. 29, 2022 - Jan. 1, 2023 & Jan. 13 - 15, 2023)
- CWD Deer Season (Dec. 29, 2022 - Jan. 1, 2023 & Jan. 13 - 15, 2023)
- and on those IDNR sites that allow archery deer hunting during the Firearm Deer Season (Nov. 18 - 20, 2022 & Dec. 1 - 4, 2022)

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

## BAG LIMIT

One deer per legally authorized permit. No hunter, regardless of the quantity or type of permits in his/her possession, may harvest more than 2 antlered deer during a year, including the youth, archery, muzzleloader and firearm seasons. For purposes of this subsection, deer seasons are considered to be in the same year if their opening dates fall within the same 12-month period that begins on July 1. A hunter in possession of an either-sex permit after having harvested 2 antlered deer during a year, as defined above, may only use the permit to harvest an antlerless deer. Subject to this restriction, an either-sex permit holder is allowed to take a deer with or without antlers; and an antlered-only permit holder is allowed to take only a deer having at least one antler of a length of 3 or more inches. An antlerless-only permit holder is allowed to take only a deer without antlers or a deer having antlers less than 3 inches long.

# Baker Woods



# Fox River Bluffs





# Freeman



# Henneberry



# Holleback Sugar Bush



# Jay Woods



# Maramech—Little Rock Creek



# Millbrook North



# Millbrook South



# Pickerill-Pigott





# Richard Young



# River Road Tree Mitigation



# Subat



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

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**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:**

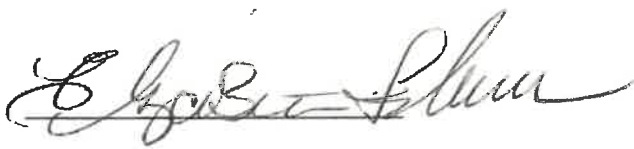
All Forest Preserve District ordinances and all resolutions and orders, or any parts thereof, in conflict with this ordinance, or any parts thereof, are hereby repealed.

**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



To: Kendall County Forest Preserve District Committee of the Whole  
From: David Guritz, Executive Director  
Antoinette White, Grounds and Natural Resources Division Supervisor  
RE: 2022 IDNR Habitat Funds (Habitat and Pheasant) Grant Opportunity  
Date: July 12, 2022

The District is eligible to apply for IDNR Habitat Funds through the Habitat Fund Grant Program and Pheasant Fund Grant Program.

In 2019, the District was awarded \$30,000 for the purchase of trees and restoration clearing at Fox River Bluffs.

District staff recommends applying for a similar amount to fund the Little Rock Creek cropland conversion project (6.25 +/- acres), with the balance of funding used to complete restoration clearing within high-quality forest preserve areas.

The District will be able to match the request with remaining prairie pollinator and woodland edge seed mix, and remaining LSR clearing funding totaling \$18,184 to achieve a 1:1 project match.

**Recommendation:**

Consider a motion to forward a request to Commission to approve a District grant application submission to the State of Illinois - IDNR Habitat/Pheasant Fund request for \$30,000.

**Uniform Notice of Funding Opportunity (NOFO)  
Summary Information  
06/07/21**

	Data Field	
1.	Awarding Agency Name:	Illinois Department of Natural Resources
2.	Agency Contact:	Susan Duke Grant Administrator One Natural Resources Way Springfield, IL 62702 <a href="mailto:Susan.duke@illinois.gov">Susan.duke@illinois.gov</a> (217) 785-4416
3.	Announcement Type:	<input checked="" type="checkbox"/> Initial announcement <input type="checkbox"/> Modification of a previous announcement
4.	Type of Assistance Instrument:	Illinois Habitat Fund Grant
5.	Funding Opportunity Number:	FY2022 Illinois Habitat Fund
6.	Funding Opportunity Title:	Special Wildlife Funds Habitat Fund
7.	CSFA Number:	422-20-1090
8.	CSFA Popular Name:	Habitat Fund
9.	CFDA Number(s):	n/a
10.	Anticipated Number of Awards:	unknown
11.	Estimated Total Program Funding:	<b>\$375,000</b>
12.	Award Range	\$5,000 - \$200,000
13.	Source of Funding:	<input type="checkbox"/> Federal or Federal pass-through <input checked="" type="checkbox"/> State <input type="checkbox"/> Private / other funding
14.	Cost Sharing or Matching Requirement:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
15.	Indirect Costs Allowed	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
	Restrictions on Indirect Costs	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, provide the citation governing the restriction:
16.	Posted Dates:	July 1, 2021 to August 2, 2021
17.	Closing Date for Applications:	August 2, 2021 5:00 pm
18.	Technical Assistance Session: For any technical assistance call or email <a href="mailto:susan.duke@illinois.gov">susan.duke@illinois.gov</a> 217-785-4416	Session Offered: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Session Mandatory: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify date and time Provide link to registration, if applicable

## Agency-specific Content for the Notice of Funding Opportunity

### A. Program Description

The Illinois Habitat Fund provides grants to appropriate not-for-profit organizations and to governmental entities for projects designated exclusively for the preservation and maintenance of high-quality habitat lands. This Fund is part of the Special Wildlife Funds Grant Program. Grants through the Illinois Habitat Fund are competitive and are evaluated for their merit.

Grant funding through this Fund supports activities and programs undertaken by land managers to preserve, protect, acquire, manage, and maintain high quality habitat for future generations. Goals include improving habitat quality and connectivity. Habitat can be characterized by such parameters as type, native diversity, size, structure, scarcity, and location. Connectivity is defined as linkage with neighboring habitat, whether existing or potential. Illinois' habitat includes all wetlands, woodlands, grasslands, and agricultural lands, natural or altered, that support or have the potential to support populations of wild animals in any or all phases of their life cycles. See 520 ILCS 25/10 for full text of the Habitat Endowment Act.

**Grant Program Administration:** The Office of Resource Conservation's Division of Wildlife Resources administers four special grant programs that are funded by Illinois sportsmen through the purchase of Habitat Stamps and Migratory Waterfowl Stamps. These are the Illinois Habitat Fund (the program described in this NOFO), the State Pheasant Fund, the State Furbearer Fund, and the State Migratory Waterfowl Stamp Fund. <https://www2.illinois.gov/dnr/grants/Pages/Special-Wildlife-Funds-Grant-Program.aspx>

These Funds are governed by Administrative Rule set forth in 17 Ill. Adm. Code 3060. The Grantee agrees and understands that the grant shall be administered pursuant to the Administrative Rule and shall comply with these terms and conditions. See Section H. for full text of the Administrative Rule.

### **Examples of Awarded Habitat Grants**

2021 Awards: <https://www2.illinois.gov/dnr/news/Pages/IDNR-Announces-2021-Habitat-Fund-Project-Grants.aspx>

2019 Awards: <https://www.dnr.illinois.gov/news/Pages/IDNR-Announces-Spring-2019-Habitat-Fund-Project-Grants.aspx>

2018 Awards: <https://www.dnr.illinois.gov/news/Pages/IDNR-Announces-2018-Habitat-Fund-Project-Grants.aspx>

### B. Funding Information

**This Notice of Funding Opportunity is for grant awards** that utilize only State appropriated funds from the Illinois Habitat Fund. Obligations of the State will cease immediately without penalty of further payment being required if in any fiscal year the Illinois General Assembly fails to appropriate or otherwise make available sufficient funds for this award. No federal funds are included in this grant program.

The Illinois Grant Funds Recovery Act (30 ILCS 705/5) limits the grant period for grants with advance payments to a maximum of twenty-four (24) months. The term begins on the date of the DNR Director's signature. All work must be completed within the grant term. All grant funds must be expended by the grantee within 2 years of receipt of such funds.

Any funds not expended or legally obligated at the completion of the project or at the end of the grant agreement, whichever is earlier, must be returned to the DNR within 45 days to be deposited in the Illinois Habitat Fund.

Funding is available for new projects as well as proposals that continue, supplement, or expand existing projects. New projects and continuing projects are given equal consideration.

**Disbursements:** The disbursement of funds will be made after the final execution of the grant, and upon submission by the grantee of a written request for payment on the Request for Reimbursement form provided by DNR. All payments shall be based upon documentation of project expenditures as submitted by the grantee, as provided below:

1. All billings shall be submitted within ninety (90) days following the end of a project period or date of project completion. Failure to do so may render the grantee ineligible to receive payments under the current award or make them ineligible for future awards.
2. Project costs for which reimbursement is sought cannot be incurred by the grantee prior to the effective date of the agreement, unless otherwise authorized by the DNR. Costs incurred prior to DNR approval are ineligible for grant assistance. If purchase is initiated and documented by a written purchase order or invoice prior to the end of the term of the grant agreement and payment is made within 30 - 60 days, the expense may be allowable.
3. Final payment will not be processed until the Final Report and Request for Reimbursement are received and approved by the DNR. All local match (if any) will be paid by the grantee who will provide documentation at this time.

### C. Eligibility Information

**Eligible recipients** are limited to any appropriate not-for-profit organization or government agency that has the expertise, equipment, and permission from the landowner (if applicable) to develop and/or manage habitat. "Appropriate Not-For-Profit Organization" means a not-for-profit corporation that is organized pursuant to the General Not For Profit Corporation Act of 1986 [805 ILCS 105], is in good standing as a not-for-profit corporation and is authorized to conduct affairs in Illinois with one of its purposes as stated in its Articles of Incorporation or Bylaws being the support, development, conservation or management of habitat for future generations, or wildlife rehabilitation.

**Grant Pre-qualification:** All grantees are required to register with the State of Illinois, complete a prequalification process, and be determined "qualified." Registration and prequalification must be completed in the Grant Accountability and Transparency Act (GATA) Grantee Portal, <https://grants.illinois.gov/portal/>

During pre-qualification, Dun and Bradstreet verifications are performed including a check of Debarred and Suspended status and good standing with the Secretary of State. If applicable, the entity will be notified that it is ineligible for award and if corrective action is needed to become eligible for a grant award.

**Dun and Bradstreet Universal Numbering System (DUNS) Number and System for Award Management (SAM):** Each applicant is required to have a valid DUNS number and be registered in SAM before submission of their application.

An applicant is exempt only if the applicant is an individual or Federal or State awarding agency that is exempt from those requirements under 2 CFR § 25.110(b) 2 CFR § 25.110(d) or has an exception approved by the Federal or State awarding agency under 2 CFR § 25.110(d).

If an applicant is not registered in SAM, this link provides a connection for free SAM registration: <https://sam.gov/content/home>

An applicant must continue to maintain an active SAM registration with current information while it has an active Federal, Federal pass-through or State award or an application or plan under consideration by a Federal or State awarding agency. The State awarding agency may not make an award to an applicant until the applicant has complied with all applicable DUNS and SAM requirements and, if an applicant has not fully complied with the requirements by the time the State awarding agency is ready to make a State award, the State awarding agency may determine that the applicant is not qualified to receive a Federal pass-through or State award and use that determination as a basis for making a Federal pass-through or State award to another applicant.

If an applicant does not have a DUNS number, this link provides a connection for a free DUNS number: <https://fedgov.dnb.com/webform>.

**Kinds of Projects Eligible for Grants** are limited to those seeking to preserve, protect, acquire or manage habitat (all wetlands, woodlands, grasslands, and agricultural lands, natural or altered) in Illinois that have the potential to support populations of wildlife in any or all phases of their life cycles. Examples of past funded projects include purchase of native grass and forb seed, herbicide, and purchase of habitat management equipment such as controlled burn tools, seeders, sprayers, native grass drills and land purchases.

**Kinds of Projects Ineligible for Grants** include education projects and the purchase or lease of a vehicle such as a truck or All-Terrain Vehicles (ATV's). Food plots are not funded as standalone projects.

**Limitations:** The maximum reimbursement for various types of habitat development is limited to the following cost-per-acre rates which include the grantee's percentage cost share match as listed in the Uniform Budget Template:

- a) \$100.00/acre for seed costs (grasses, forbs, legumes or any combination thereof)
- b) Food plots alone are not eligible for reimbursement.

Cost per acre limitations have not been set for trees and shrubs.

**Cost Sharing or Matching** is not required for award of these grants. However, providing cost share can improve the competitiveness of a project. See Section E below.

**Indirect Cost Rate:** To charge indirect costs to a grant, the applicant organization must have an annually negotiated indirect cost rate agreement (NICRA). There are three types of NICRAs:

- a) **Federally Negotiated Rate.** Organizations that receive direct federal funding may have an indirect cost rate that was negotiated with the Federal Cognizant Agency. Illinois will accept the federally negotiated rate. The organization must provide a copy of the federally NICRA.
- b) **State Negotiated Rate.** The organization must negotiate an indirect cost rate with the State of Illinois if they do not have Federally Negotiated Rate or elect to use the De Minimis Rate. The indirect cost rate proposal must be submitted to the State of Illinois within 90 days of the notice of award.
- c) **De Minimis Rate.** An organization that does not have a current Federally Negotiated Rate may elect a de minimis rate of 10% of modified total direct cost (MTDC). Once established, the de minimis rate may be used indefinitely. The State of Illinois must verify the calculation of the MTDC annually in order to accept the de minimis rate.

#### **D. Application and Submission Information**

**Application Package:** The complete application package consists of these documents found at <https://www2.illinois.gov/dnr/grants/Pages/Habitat-Funding-Opportunity.aspx>

**If you need any assistance with the application forms or the process call or email [Susan.Duke@illinois.gov](mailto:Susan.Duke@illinois.gov) 217-785-4416.**

#### **Application Package must include:**

- 1) Uniform Application for State Grant Assistance (fillable pdf)
- 2) Project Narrative (word document). Must include the following:
  - a) Project Description with justification including:
    - (a) Wildlife to benefit from the project
    - (b) Plan for implementation, including an activity timeline on how the project's goals will be attained.
    - (c) Amount of habitat to be established or managed, including species to be planted or eliminated.
  - b) Comprehensive plan for the operation and maintenance of the project including supervision, estimated costs (including any and all fees) and storage location, if applicable.
  - c) Description of plan for general public access or use (or lack thereof)
- 3) Uniform Budget Template and Budget Narrative (fillable pdf)

#### **Application Attachments must include**

- 1) **Project Area Map**
- 2) **W-9:** All applicants must complete and provide the **latest W-9 version** as found at [www.IRS.gov](http://www.IRS.gov). The Illinois Comptroller, who issues all State payments, will not accept earlier versions.
- 3) **IRS Determination Letter:** Not-for-profit applicants that have not done business with the State of Illinois in the last 3 years, or have reorganized since last doing business with the State must provide a copy of their **IRS Determination Letter** which declares

the entity's legal status as determined by the IRS, e.g. tax-exempt, governmental, partnership, type of corporation, or type of Limited Liability Company. This letter is not the FEIN assignment letter, but is among the original legal/tax documents for an entity.

- 4) **Plat Map(s) and Contracts (Optional):** If the project will be completed with cooperators, a plat map showing each property to be developed and a copy of a farm program contract for each committed cooperator involved in the project or estimated acreage. Committed cooperators will be given priority over estimated acreage.

**There is also a helpful document on how to write a grant proposal narrative on the DNR website:**

**<https://www.dnr.illinois.gov/grants/Documents/HowToWriteGrantProposal.pdf>**

**Certification and Assurances:** All applicants must agree with and comply with the list of "Certification and Assurances" also found at [www.grants.illinois.gov](http://www.grants.illinois.gov). Signing the Uniform Application for State Grant Assistance meets this requirement. Do not include this list with the submitted application. It will be part of the grant agreement documents.

To contact DNR, request or submit forms use the following means:

By US Mail: Department of Natural Resources  
Office of Grant Management and Assistance  
One Natural Resources Way  
Springfield, IL 62702-1271

By e-mail: [susan.duke@illinois.gov](mailto:susan.duke@illinois.gov)

By phone: (217) 785-4416

**Application Format:** The Application and Budget forms should be on letter-sized paper and type font size must be 9 or greater. Any and all project descriptions, proposals, pictures, charts, tables and maps on separate sheets must be included with the application. These forms are designed to allow the Department and the review committee to obtain enough information to evaluate the proposed project. Applications materials may be scanned and attached to an email.

**Application Submission:** The applicant must provide all information requested in the application package. Only one (1) original application with supporting documentation and legally authorizing signature needs to be submitted. You may submit more than one application, such as an application submitted for each proposed project if applicable. Paper copies may be double-sided. Applications can be submitted electronically by attaching to an email (an original signature is required), but not by facsimile. **The application deadline is 5:00 p.m. August 2, 2021.**

Submitting an incomplete application does not extend the application deadline date. Applications received after the deadline date will not be considered.

**Signers of these documents** must be authorized by their organization to enter into formal contracts. All communication, oral or written, **between** the applicant and DNR will be with the signer, or their designee. Applications that are not signed will be returned.

**Intent to Award:** Following a decision of intent to award, DNR is required to conduct a financial and administrative risk assessment of the applicant. Additional information may be required at that time from the successful applicant. For the applicant to remain eligible for the award, they must provide the requested information within 30 days after notification of intent to award.

## **E. Application Review Information**

**Review and Selection Process:** All applications received on time and containing the information required by the application packet will be reviewed by Department staff and will be forwarded to the Illinois Habitat Fund Advisory Committee for evaluation and recommendation to the DNR Director, who makes the final decision on awards. Committee members with ties to an applicant entity are not allowed to vote on that entity's application.

**Applications Evaluation:** The Illinois Habitat Fund Advisory Committee will review applications according to the following criteria: completed application, past grant performance of the applicant, eligibility, feasibility, adverse impacts, quality of the proposed habitat, priority for the Department, the applicant's cost-share match, and the applicant's plan for general public access to and/or use of the proposed habitat development or equipment purchase. The application must provide an activity timeline on how the project's goals will be attained.

The Illinois Habitat Fund Advisory Committee will forward to the Director all applications and the prioritized list of all projects deemed to be consistent with the purposes of the Habitat Fund. The Director will determine which grants will be awarded after considering the recommendations of the advisory committee. All applicants will be notified of the Director's decision.

**Evaluation Criteria:** The Illinois Habitat Fund Advisory Committee shall evaluate each application presented as follows:

### **1. Biological Importance**

- 25 = Assists with achieving the goals of the Illinois Statewide Wildlife Action Plan
- 20 = Assists with achieving partial goals of the Illinois Statewide Wildlife Action Plan
- 10 = Assists with development of habitat associated with general private land work
- 5 = Provides minimal assistance with habitat development
- 0 = No habitat development provided (Project Not Recommended for Funding)

### **2. Geographical Reach**

- 15 = Regional scope; natural division, game division, watershed
- 10 = County or managed area
- 5 = Individual Landowner

### **3. Quality of Habitat Provided**

- 15 = Provides high quality habitat for target wildlife species as prescribed by the Wildlife Action Plan
- 10 = Provides moderate quality habitat that can address some of the needs of target wildlife species



- 5 = Provides limited quality habitat that addresses only one of the target species' habitat needs
- 0 = Inappropriate plant materials are used or promoted (Project Not Recommended for Funding)

**4. Methodology and Project Cost (Feasibility)**

- 15 = Proposed methodology is sound and project cost is economical
- 10 = Proposed methodology is sound but project cost is average
- 5 = Proposed methodology is sound but project cost is expensive
- 0 = Proposed methodology is not sound (Project Not Recommended for Funding)

**5. Match and Partners**

- 15 = 50% or more match provided; or two or more partners participating
- 10 = 25% or more match provided
- 5 = less than 25% match provided
- 0 = no match provided

**6. Public Access Provided**

- 15 = Full public access provided
- 10 = Limited public access provided or habitat used as a refuge
- 5 = No public access allowed
- 0 = Paid public access (Project Not Recommended for Funding)

**Maximum Habitat Development & Management Score = 100**

**Equipment Proposals**

**1. Equipment Need**

- 35 = Equipment will be used by a habitat team for habitat development and/or management and will be used over broad areas or within Focus Areas or Conservation Opportunity Areas.
- 25 = Equipment is directly used for habitat development and/or management and is located in an area where equipment availability is limited.
- 20 = Equipment is directly used for habitat development and/or management and is located in an area where equipment with the same capability is available for timely use to conduct management.
- 10 = Equipment is indirectly used for habitat development and/or management and is located in an area where equipment with the same capability for timely use to conduct management is limited.
- 5 = Equipment is indirectly used for habitat development and/or management and is located in an area where equipment with the same capability is available for timely use to conduct management.
- 0 = Equipment is not involved with habitat development and/or management (Project Not Recommended for Funding).

**2. Equipment Maintenance**

- 15 = Equipment will be stored in a building sheltered from the elements
- 10 = Equipment will be stored under tarp or in an open shelter
- 5 = Plans for equipment storage are unknown but equipment will be protected
- 0 = Equipment will be stored without protection (Project Not Recommended for Funding)

**3. Appropriateness of Equipment and Project Cost (Feasibility)**

- 15 = Proposed equipment is appropriate and project cost is economical
- 10 = Proposed equipment is appropriate but project cost is average
- 5 = Proposed equipment is appropriate but project cost is expensive
- 0 = Proposed equipment is not appropriate (Project Not Recommended for Funding)

**4. Match and Partners**

- 15 = 50% or more match provided; or two or more partners participating
- 10 = 25% or more match provided
- 5 = less the 25% match provided
- 0 = no match provided

**5. Public Access Provided**

- 20 = Equipment will be used by a habitat team to provide habitat on private and public land
- 15 = Equipment will be provided to the public at no cost
- 10 = Equipment will be provided to the public at a reasonable cost
- 5 = Equipment will be limited to a group or site

**Maximum Equipment Score = 100**

**Merit-Based Review Appeals Process**

In compliance with GATA, applicants have the right to appeal the evaluation process but not the evaluation score. More information is available at:

<http://ilga.gov/commission/JCAR/admincode/044/044070000D03500R.html>

**Anticipated Announcement and State Award Dates:** The Committee's recommendations are forwarded to the DNR Director, who usually makes their decisions shortly thereafter. Each applicant will be notified by letter and/or email of the Director's decision regarding their application.

**F. Award Administration Information**

**State Award Notice:** After the DNR Director has made their decision the successful applicant will be notified by email and/or letter of any final requirements before the grant can be awarded to them. Once all the final requirements have been completed, the Grant Agreement between DNR and the applicant will be electronically sent for the applicant to hand sign and return. Then the DNR Director will also sign. Once executed by the signature of the DNR director, an electronic copy will be sent to the applicant.

Only after the Grant Agreement has been signed by the Director can expenses be incurred for grant reimbursement. Any expenses incurred outside of the grant period (before or after) are at the applicant's risk and are not eligible either as match or for reimbursement related to the grant.

**Performance Reporting:** The grantee shall be required to provide reporting of its activities under this project. The DNR may withhold or suspend payment if the grantee fails to submit the required reports and/or may add a grantee to the statewide Stop Payment List (see: <https://www2.illinois.gov/sites/GATA/Documents/Resource%20Library/GCES.pdf>) which may

impact eligibility for future awards. The following reports are required under this Agreement, and the forms can be found at <https://www2.illinois.gov/dnr/grants/Pages/Special-Wildlife-Funds-Grant-Program.aspx> :

- a) **Quarterly Progress Reports:** If the amount of grant funds awarded exceeds \$25,000.00, the grantee is required to provide to the DNR quarterly progress reports that describe the progress of the project and expenditures of funds according to the budget line items as detailed in the approved Uniform Application for State Grant Assistance. The Quarterly Progress Report will be due as follows:

<u>Period of Work</u>	<u>Quarterly Progress Report Due Before</u>
January 1 – March 31	April 30
April 1 – June 30	July 31
July 1 – September 30	October 31
October 1 – December 31	January 31

- b) **Annual or Final Report:** The grantee shall submit a written **Final Report** to the department no later than 30 days following the completion of the Project or the ending date of the grant agreement, whichever is earlier, in accordance with the applicable administrative rules. The Final Report shall include:

- Grant Agreement Number
- Grantee name, address and telephone number
- Time-frame of the report
- Name and telephone number or e-mail address of grantee representative completing the report
- Project objective as described in the application and grant agreement
- Completed Project description,
- Summary of the Project accomplishments (if applicable) as follows:

for habitat preserved, protected, acquired, managed or improved (list of wildlife and/or native plant resources [by species] that benefit from the Project and how they benefit; acres planted in cool season grasses, warm season grasses, forbs, legumes, shrubs, trees or other appropriate description, including whether the acres were new or replanted; acres sprayed or controlled through the use of herbicides; acres upon which controlled burns were undertaken; acres affected through woody vegetation and/or tree removal; acres planted, disked, mowed, sprayed, or burned; trees/shrubs planted or removed with equipment purchased through the grant; number of cooperators involved in the Project);

Total project expenditures itemized to include the following: name and address of vendor, item description identifying details (if applicable), quantity purchased, date item purchased;

Project expenditures paid by funds other than Special Wildlife Grant Funds;

Documentation to support the summarized report including a complete list of landowner names and full address (note if absentee owner), acreage location and acres affected by the project. Multiple conservation practices on the same acreage do not multiply the acreage. On habitat development projects where other

governmental or private funding programs are involved, the grantee is required to provide detailed information including but not limited to the type of eligible conservation practice completed, the amount (\$) of other cost sharing provided, the name of the cost share provider, and length of time committed to maintain the developed habitat area.

The DNR can provide a Final Report form.

**c) Equipment Use Report:** If the grant is for the purchase of equipment, a similar written report of equipment usage shall be due to the DNR by December 31<sup>st</sup> in each of the first five years following the purchase of equipment. The **Equipment Use Report** shall include the following:

- Details on the Grant recipient:
  - Grant Agreement Number
  - Grantee name, address and telephone number
  - Time-frame of the report
- Details on the piece of equipment:
  - Equipment type, model number and serial number
  - Storage location address
  - Acre or odometer meter reading at the beginning and ending of the reporting period
  - Contact person name and telephone number
  - Rental rate charged and total fees collected for the use of the equipment
  - Description of any equipment maintenance and total expenditures for maintenance, supported by paid invoices
- Detailed information on the use of the equipment, including:
  - Date equipment was used
  - Location of equipment use, including county, township, range and section
  - Landowner name and full address (note if absentee owner)
- Description of how equipment was used:
  - management practice completed (planting, disking, mowing, herbicide application, prescribed burn)
  - materials planted including the quantity and species planted and provide details of seed mix contents;
  - acres established, enhanced or otherwise affected and how. (Note when multiple practices are on the same acres.)

**Failure to provide reports in a timely fashion shall render the grantee ineligible to receive payments under the current award and make them ineligible for future awards.** Deadlines for reports may be extended for just cause when such requests are submitted in writing at least two weeks prior to the deadline. All reports are to be delivered to:

Illinois Department of Natural Resources  
Office of Grant Management  
One Natural Resources Way  
Springfield, IL 62702-1271  
Attn: Susan Duke

#### **G. State Awarding Agency Contact(s)**

To contact DNR with questions related to this grant, please use the following means:

By US Mail: Department of Natural Resources  
Office of Grant Management and Assistance  
One Natural Resources Way  
Springfield, IL 62702-1271

By e-mail: susan.duke@illinois.gov

By phone: Susan Duke 217-785-4416

By fax: (217) 785-2438

#### **H. Other Information**

Besides the Illinois Habitat Fund, the Special Wildlife Funds offer non-profit organizations three (3) grant programs annually with specific purposes: the State Pheasant Fund focuses on wild pheasant conservation. The application deadline is August 2nd. The State Furbearer Fund focuses on conservation of fur-bearing mammals and developing and/or improving public fur-bearing mammal habitat management areas within Illinois. The application deadline is March 1<sup>st</sup>. The State Migratory Waterfowl Stamp Fund focuses on development of waterfowl areas within the Dominion of Canada or the United States that specifically provide waterfowl for the Mississippi Flyway. The application deadline is January 2nd.

More information can be found at DNR's website: [www.dnr.illinois.gov](http://www.dnr.illinois.gov) Search for "Grants" under the A-Z tab.

The Administrative Rule for the Illinois Habitat Fund Grant program is as follows:

##### **Section 3060.30 Illinois Habitat Fund Grant Program**

###### **a) Eligibility Requirements**

- 1) Eligible recipients are limited to managers of land.
- 2) Eligible projects are limited to those seeking to preserve, protect, acquire or manage habitat in Illinois.

###### **b) Application Procedures**

- 1) Grant applications for funding assistance under this program shall be submitted to the Department at One Natural Resources Way, Springfield, Illinois 62702-1271, Attention: Office of Resource Conservation. The application deadline will be August 1. Application forms and instructions are available

through the Department. Applications received after the application deadline will be returned to the applicant and not considered by the Department.

- 2) Applications shall contain all of the following required information:
  - A) the name and address of the applicant
  - B) the name of a contact person
  - C) a daytime telephone number and e-mail address (if available) for a contact person
  - D) a comprehensive project description with justification, including:
    - i) wildlife to benefit from the project
    - ii) plan for implementation
    - iii) map of project area
    - iv) amount of habitat to be established or managed, including species to be planted or eliminated
    - v) if with cooperators, plat map showing each property to be developed and a copy of a farm program contract for each committed cooperator involved in the project or estimated acreage. (Committed cooperators will be given priority over estimated acreage.)
  - E) comprehensive plan for the operation and maintenance of the project, including supervision, estimated costs (including any and all fees) and storage location, if applicable
  - F) a comprehensive funding/budget summary, including:
    - i) actual cash contributions other than the grant amount
    - ii) documented purchase price of equipment or commodities
  - G) description of plan for general public access or use (or lack thereof)
  - H) signature of the applicant or authorized individual for applicant

c) Project Evaluation and Procedures

- 1) All applications received on time and containing the information required by the application packet will be reviewed by Department staff. Incomplete applications will be returned to the applicant for completion and resubmittal. Submitting an incomplete application does not extend the application deadline beyond the designated deadline date. All complete, eligible and timely applications will be forwarded to the Illinois Habitat Fund Advisory Committee.
- 2) The Illinois Habitat Fund Advisory Committee shall evaluate each application presented to it according to criteria such as: past grant performance of the applicant, eligibility, feasibility, adverse impacts, quality of the proposed habitat, priority of the Department, the applicant's cost-share match and the applicant's plan for general public access to and/or use of the proposed habitat development or equipment purchase. The Committee shall provide to the Director all eligible applications and a prioritized list of recommended projects deemed to be consistent with the purposes of the Illinois Habitat Fund.
- 3) The Director shall make the determination of what grants shall be awarded after considering the recommendations of the Illinois Habitat Fund Advisory Committee. Applicants shall be notified of the Director's decision.

(Source: Amended at 32 Ill. Reg. 19781, effective December 4, 2008)

**The statutory guidance on the use of the Illinois Habitat Fund is:**

520 ILCS 25/10 “It is the purpose of this Act to provide a stable and supplemental source of money to support activities and programs undertaken by the Department or other managers of land to preserve, protect, acquire, and manage habitat for future generations. Habitat quality is measured by such parameters as type, native diversity, size, structure, scarcity, and location. Linkage with neighboring habitat, whether existing or potential, is another important consideration. Illinois’ habitat includes all wetlands, woodlands, grasslands and agricultural lands, natural or altered, that support or have the potential to support populations of wild animals in any or all phases of their life cycles.”

520 ILCS 25/15 (a) “There is established in the State treasury a special fund entitled the Illinois Habitat Fund. The moneys in this fund shall be used, pursuant to appropriation, exclusively by the Department (of Natural Resources) for the preservation and maintenance of high quality habitat lands....”

The State of Illinois is not obligated to make any award of the Illinois Habitat Funds as a result of this Notice of Funding Opportunity.

Only the Director of Natural Resources makes the determination of what grants shall be awarded after considering the recommendations of the Habitat Advisory Committee. Grant applicants are not authorized to proceed on their projects until the Director has signed the Grant Agreement.

**State of Illinois Uniform Notice of Funding Opportunity (NOFO)  
Summary Information**

Awarding Agency Name	Natural Resources
Agency Contact	Susan Duke (susan.duke@illinois.gov)
Announcement Type	Initial
Type of Assistance Instrument	Grant
Funding Opportunity Number	Pheasant Fund FY2022
Funding Opportunity Title	Special Wildlife Funds Pheasant Fund
CSFA Number	422-20-1091
CSFA Popular Name	Pheasant Fund
Anticipated Number of Awards	0
Estimated Total Program Funding	\$200,000
Award Range	\$5000 - \$200000
Source of Funding	State
Cost Sharing or Matching Requirements	No
Indirect Costs Allowed	Yes
Restrictions on Indirect Costs	Yes : NCR or ten percent de minimus
Posted Date	07/01/2021
Application Date Range	07/01/2021 - 08/02/2021 : 5pm
Grant Application Link	Please select the entire address below and paste it into the browser... <a href="https://www2.illinois.gov/dnr/grants/Pages/Special-Wildlife-Funds-Grant-Program.aspx">https://www2.illinois.gov/dnr/grants/Pages/Special-Wildlife-Funds-Grant-Program.aspx</a>
Technical Assistance Session	



**Uniform Notice of Funding Opportunity (NOFO)  
Summary Information**

6/17/2021

	<b>Data Field</b>	
1.	Awarding Agency Name:	Illinois Department of Natural Resources
2.	Agency Contact:	Susan Duke Grant Administrator One Natural Resources Way Springfield, IL 62702 <a href="mailto:Susan.duke@illinois.gov">Susan.duke@illinois.gov</a> (217) 785-4416
3.	Announcement Type:	<input checked="" type="checkbox"/> Initial announcement <input type="checkbox"/> Modification of a previous announcement
4.	Type of Assistance Instrument:	State Pheasant Fund
5.	Funding Opportunity Number:	FY2022 State Pheasant Fund
6.	Funding Opportunity Title:	Special Wildlife Funds Pheasant Fund
7.	CSFA Number:	422-20-1091
8.	CSFA Popular Name:	Pheasant Fund
9.	CFDA Number(s):	n/a
10.	Anticipated Number of Awards:	unknown
11.	Estimated Total Program Funding:	<b>\$ 200,000</b>
12.	Award Range	\$5,000 - \$200,000
13.	Source of Funding:	<input type="checkbox"/> Federal or Federal pass-through <input checked="" type="checkbox"/> State <input type="checkbox"/> Private / other funding
14.	Cost Sharing or Matching Requirement:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
15.	Indirect Costs Allowed  Restrictions on Indirect Costs	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No  <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, provide the citation governing the restriction:
16.	Posted Dates:	July 1, 2021 to August 2, 2021
17.	Closing Date for Applications:	August 2, 2021 5:00 pm
18.	Technical Assistance Session:	Session Offered: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  Session Mandatory: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  Specify date and time Provide link to registration, if applicable

## Agency-specific Content for the Notice of Funding Opportunity

### A. Program Description

The State Pheasant Fund provides grants to appropriate not-for-profit organizations for projects for the purpose of wild pheasant conservation. This Fund is part of the Special Wildlife Funds Grant Program. Grants through the State Pheasant Fund are competitive and are evaluated for their merit.

Grant funding through this Fund supports activities and programs undertaken to preserve, protect, acquire, manage, and maintain high quality habitat for wild pheasant conservation. . Eligible projects are limited to projects with the purpose of wild pheasant conservation. The projects may include land acquisition, pheasant habitat improvement on public or private land, pheasant research or education of the public regarding pheasants and pheasant hunting. See [520 ILCS 5/1.31](#) for full text of the Pheasant Fund Act.

**Grant Program Administration:** The Office of Resource Conservation's Division of Wildlife Resources administers four special grant programs that are funded by Illinois sportsmen through the purchase of Habitat Stamps and Migratory Waterfowl Stamps. These are the Illinois Habitat Fund, the State Pheasant Fund (the program described in this NOFO), the State Furbearer Fund and the State Migratory Waterfowl Stamp Fund.

These Funds are governed by Administrative Rule set forth in [17 Ill. Adm. Code 3060](#). The Grantee agrees and understands that the grant shall be administered pursuant to the Administrative Rule and shall comply with these terms and conditions.

#### **Examples of Awarded Pheasant Fund Grants**

<https://www2.illinois.gov/dnr/news/Pages/IDNR-Awards-Grants-for-Pheasant-Habitat-Projects.aspx>

### B. Funding Information

**This Notice of Funding Opportunity is for grant awards** that utilize only State-appropriated funds from the State Pheasant Fund. Obligations of the State will cease immediately without penalty of further payment being required if in any fiscal year the Illinois General Assembly fails to appropriate or otherwise make available sufficient funds for this award. No federal funds are included in this grant program.

The Illinois Grant Funds Recovery Act (30 ILCS 705/5) limits the **grant period** for grants with advance payments to a maximum of twenty-four (24) months. The term begins on the date of the DNR Director's signature. All work must be completed within the grant term. All grant funds must be expended by the grantee within 2 years of receipt of such funds. Any funds not expended or legally obligated at the completion of the project or at the end of the grant agreement, whichever is earlier, must be returned to the DNR within 45 days to be deposited

in the State Pheasant Fund.

Funding is available for new projects as well as proposals that continue, supplement, or expand existing projects. New projects and continuing projects are given equal consideration.

**Available grant funding** depends on Annual Projected Revenues and Funding Level Appropriated by the Illinois General Assembly.

**Disbursements:** The disbursement of funds will be made after the final execution of the grant, and upon submission by the grantee of a written request for payment on the Request for Reimbursement Form provided by DNR. Disbursements can be made quarterly, or at the end of the grant. All payments shall be based upon documentation of project expenditures as submitted by the grantee, as provided below:

- a) All billings shall be submitted within sixty (60) days following the end of a project period or date of project completion. Failure to do so may be cause for termination of the project with no further reimbursement to the grantee.
- b) Project costs for which reimbursement is sought cannot be incurred by the grantee prior to the effective date of the agreement, unless otherwise authorized by the DNR. Costs incurred prior to DNR approval are ineligible for grant assistance. If purchase is initiated and documented by a written purchase order or invoice prior to the end of the term of the grant agreement and payment is made within 30 - 60 days, the expense may be allowable.
- c) Final payment will not be processed until the Final Report and Request for Reimbursement are received and approved by the DNR. All local match (if any) will be paid by the grantee who will provide documentation at this time.

### **C. Eligibility Information**

**Eligible recipients** are limited to any appropriate not-for-profit organization that has the expertise, equipment, and permission from the landowner (if applicable) to develop and/or manage habitat. "Appropriate Not-For-Profit Organization" means a not-for-profit corporation that is organized pursuant to the General Not For Profit Corporation Act of 1986 [805 ILCS 105], is in good standing as a not-for-profit corporation and is authorized to conduct affairs in Illinois with one of its purposes as stated in its Articles of Incorporation or Bylaws being the support, development, conservation or management of habitat for future generations, or wildlife rehabilitation.

**Grant Pre-qualification:** All grantees are required to register with the State of Illinois, complete a prequalification process, and be determined "qualified." Registration and prequalification must be completed in the Grant Accountability and Transparency Act (GATA) Grantee Portal, <https://grants.illinois.gov/portal/>

During pre-qualification, Dun and Bradstreet verifications are performed including a check of Debarred and Suspended status and good standing with the Secretary of State. If applicable, the entity will be notified that it is ineligible for award and if corrective action is needed to become eligible for a grant award.

**Dun and Bradstreet Universal Numbering System (DUNS) Number and System for Award Management (SAM):** Each applicant is required to have a valid DUNS number and be registered in SAM before submission of their application.

An applicant is exempt only if the applicant is an individual or Federal or State awarding agency that is exempt from those requirements under 2 CFR § 25.110(b) or (c), or has an exception approved by the Federal or State awarding agency under 2 CFR § 25.110(d).

If an applicant is not registered in SAM, this link provides a connection for free SAM registration: <https://sam.gov/content/home>

An applicant must always continue to maintain an active SAM registration with current information while it has an active State award or an application or plan under consideration by a Federal or State awarding agency. The State awarding agency may not make an award to an applicant until the applicant has complied with all applicable DUNS and SAM requirements. If an applicant has not fully complied with the requirements by the time the State awarding agency is ready to make an award, the State awarding agency may determine that the applicant is not qualified to receive an award and use that determination as a basis for making an award to another applicant.

If an applicant does not have a DUNS number, this link provides a connection for a free DUNS number: <https://fedgov.dnb.com/webform>.

**Kinds of Projects Eligible for Grants** are limited to projects with the purpose of wild pheasant conservation. The projects may include land acquisition, pheasant habitat establishment, maintenance or restoration on public or private land, pheasant research or education of the public regarding pheasants and pheasant hunting. Examples of past funded expenses include purchase of native grass and forb seed, herbicide, and purchase of habitat management equipment such as controlled burn tools, seeders, sprayers, native grass drills, expenses related to research or education on pheasants and their habitat, and land purchases.

**Kinds of Projects Ineligible for Grants** include education projects and the purchase or lease of a vehicle such as a truck or All-Terrain Vehicles (ATV's). Food plots are not funded.

**Limitations:** The maximum reimbursement for various types of habitat development is limited to the following cost-per-acre rates which include the grantee's percentage cost share match as listed in the Uniform Budget Template:

- a) \$100.00/acre for seed costs (grasses, forbs, legumes or any combination thereof)
- b) Food plots alone are not eligible for reimbursement

**Cost Sharing or Matching** is not required for award of these grants. However, providing cost share can improve the competitiveness of a project. See Section E below.

**Indirect Cost Rate:** To charge indirect costs to a grant, the applicant organization must have an annually negotiated indirect cost rate agreement (NICRA). There are three types of NICRAs:

- a) **Federally Negotiated Rate.** Organizations that receive direct federal funding may have an indirect cost rate that was negotiated with the Federal Cognizant Agency. Illinois will accept the federally negotiated rate. The organization must provide a copy of the federally NICRA.
- b) **State Negotiated Rate.** The organization must negotiate an indirect cost rate with the State of Illinois if they do not have Federally Negotiated Rate or elect to use the De Minimis Rate. The indirect cost rate proposal must be submitted to the State of Illinois within 90 days of the notice of award.
- c) **De Minimis Rate.** An organization that does not have a current Federally Negotiated Rate may elect a de minimis rate of 10% of modified total direct cost (MTDC). Once established, the de minimis rate may be used indefinitely. The State of Illinois must verify the calculation of the MTDC annually in order to accept the de minimis rate.

#### **D. Application and Submission Information**

**Application Package:** The complete application package consists of these documents found at <https://www2.illinois.gov/dnr/grants/Pages/Pheasant-Funding.aspx>

**If you need any assistance with the application forms or the process call or email [Susan.Duke@illinois.gov](mailto:Susan.Duke@illinois.gov) 217-785-4416.**

#### **Application Package must include:**

- 1) Uniform Application for State Grant Assistance (fillable pdf)
- 2) Project Narrative (word document). Must include the following:
  - a) Project Description with justification including:
    - (a) Wildlife to benefit from the project
    - (b) Plan for implementation, including an activity timeline on how the project's goals will be attained.
    - (c) Amount of habitat to be established or managed, including species to be planted or eliminated.
  - b) Comprehensive plan for the operation and maintenance of the project including supervision, estimated costs (including any and all fees) and storage location, if applicable.
  - c) Description of plan for general public access or use (or lack thereof)
- 3) Uniform Budget Template and Budget Narrative (fillable pdf)

#### **Application Attachments must include**

- 1) **Project Area Map**
- 2) **W-9:** All applicants must complete and provide the **latest W-9 version** as found at [www.IRS.gov](http://www.IRS.gov). The Illinois Comptroller, who issues all State payments, will not accept earlier versions.

- 3) **IRS Determination Letter:** Not-for-profit applicants that have not done business with the State of Illinois in the last 3 years, or have reorganized since last doing business with the State must provide a copy of their **IRS Determination Letter** which declares the entity's legal status as determined by the IRS, e.g. tax-exempt, governmental, partnership, type of corporation, or type of Limited Liability Company. This letter is not the FEIN assignment letter, but is among the original legal/tax documents for an entity.
- 4) **Plat Map(s) and Contracts (Optional):** If the project will be completed with cooperators, a plat map showing each property to be developed and a copy of a farm program contract for each committed cooperator involved in the project or estimated acreage. Committed cooperators will be given priority over estimated acreage.

**There is also a helpful document on how to write a grant proposal narrative on the DNR website. <https://www.dnr.illinois.gov/grants/Documents/HowToWriteGrantProposal.pdf>**

**Certification and Assurances:** All applicants must agree with and comply with the list of "Certification and Assurances" also found at [www.grants.illinois.gov](http://www.grants.illinois.gov). Signing the Uniform Application for State Grant Assistance meets this requirement. Do not include this list with the submitted application. It will be part of the grant agreement documents.

To contact DNR, request or submit forms use the following means:

By US Mail:           Department of Natural Resources  
                          Office of Grant Management and Assistance  
                          One Natural Resources Way  
                          Springfield, IL 62702-1271

By e-mail:             susan.duke@illinois.gov

By phone:             (217) 785-4416

**Application Format:** The Application and Budget forms should be on letter-sized paper and type font size must be 9 or greater. Any and all project descriptions, proposals, pictures, charts, tables and maps on separate sheets must be included with the application. These forms are designed to allow the Department and the review committee to obtain enough information to evaluate the proposed project.

**Application Submission:** The applicant must provide all information requested in the application package. Only one (1) original application with supporting documentation and legally authorizing signature needs to be submitted. Paper copies may be double-sided. Applications can be submitted electronically (**scanned original signatures are acceptable**), but not by facsimile. **The application deadline is 5:00 p.m. August 2nd, 2021.**

Submitting an incomplete application does not extend the application deadline date. Applications received after the deadline date will not be considered.

**Signers of these documents** must be authorized by their organization to enter into formal contracts. All communication, oral or written, between the applicant and DNR will be with the signer, or their designee. Applications that are not signed will be considered incomplete.

**Intent to Award:** Following a decision of intent to award DNR is required to conduct a financial and administrative risk assessment of the applicant. Additional information may be required at that time from the successful applicant. For the applicant to remain eligible for the award, they must provide the requested information within 30 days after notification of intent to award.

## **E. Application Review Information**

**Review and Selection Process:** All applications received on time and containing the information required by the application packet will be reviewed by Department staff and will be forwarded to the State Pheasant Fund Advisory Committee for evaluation and recommendation to the DNR Director, who makes the final decision on awards. Committee members with ties to an applicant entity are not allowed to vote on that entity's application.

**Application Evaluation:** The State Pheasant Fund Advisory Committee will review applications according to the following criteria: completed application, past grant performance of the applicant, eligibility, feasibility, adverse impacts, quality of the proposed habitat, priority for the Department, the applicant's cost-share match, and the applicant's plan for general public access to and/or use of the proposed habitat development or equipment purchase.

The State Pheasant Fund Advisory Committee will forward to the Director all applications and the prioritized list of all projects deemed to be consistent with the purposes of the State Pheasant Fund. The Director will determine which grants will be awarded after considering the recommendations of the advisory committee. All applicants will be notified of the Director's decision.

**Evaluation Criteria:** The State Pheasant Fund Advisory Committee shall evaluate each application presented as follows:

### **1. Biological Importance**

- 25 = Assists with achieving the goals of the Illinois Statewide Wildlife Action Plan
- 20 = Assists with achieving partial goals of the Illinois Statewide Wildlife Action Plan
- 10 = Assists with development of habitat associated with general private land work
- 5 = Provides minimal assistance with habitat development
- 0 = No habitat development provided (Project Not Recommended for Funding)

### **2. Geographical Reach**

- 15 = Regional scope; natural division, game division, watershed
- 10 = County or managed area
- 5 = Individual Landowner

**3. Quality of Habitat Provided**

- 15 = Provides high quality habitat for target wildlife species as prescribed by the Wildlife Action Plan
- 10 = Provides moderate quality habitat that can address some of the needs of target wildlife species
- 5 = Provides limited quality habitat that addresses only one of the target species' habitat needs
- 0 = Inappropriate plant materials are used or promoted (Project Not Recommended for Funding)

**4. Methodology and Project Cost (Feasibility)**

- 15 = Proposed methodology is sound and project cost is economical
- 10 = Proposed methodology is sound but project cost is average
- 5 = Proposed methodology is sound but project cost is expensive
- 0 = Proposed methodology is not sound (Project Not Recommended for Funding)

**5. Match and Partners**

- 15 = 50% or more match provided; or two or more partners participating
- 10 = 25% or more match provided
- 5 = less than 25% match provided
- 0 = no match provided

**6. Public Access Provided**

- 15 = Full public access provided
- 10 = Limited public access provided or habitat used as a refuge
- 5 = No public access allowed
- 0 = Paid public access (Project Not Recommended for Funding)

**Maximum Habitat Development & Management Score = 100**



## **Equipment Proposals**

### **1. Equipment Need**

- 35 = Equipment will be used by a habitat team for habitat development and/or management and will be used over broad areas or within Focus Areas or Conservation Opportunity Areas.
- 25 = Equipment is directly used for habitat development and/or management and is located in an area where equipment availability is limited.
- 20 = Equipment is directly used for habitat development and/or management and is located in an area where equipment with the same capability is available for timely use to conduct management.
- 10 = Equipment is indirectly used for habitat development and/or management and is located in an area where equipment with the same capability for timely use to conduct management is limited.
- 5 = Equipment is indirectly used for habitat development and/or management and is located in an area where equipment with the same capability is available for timely use to conduct management.
- 0 = Equipment is not involved with habitat development and/or management (Project Not Recommended for Funding).

### **2. Equipment Maintenance**

- 15 = Equipment will be stored in a building sheltered from the elements
- 10 = Equipment will be stored under tarp or in an open shelter
- 5 = Plans for equipment storage are unknown but equipment will be protected
- 0 = Equipment will be stored without protection (Project Not Recommended for Funding)

### **3. Appropriateness of Equipment and Project Cost (Feasibility)**

- 15 = Proposed equipment is appropriate and project cost is economical
- 10 = Proposed equipment is appropriate but project cost is average
- 5 = Proposed equipment is appropriate but project cost is expensive
- 0 = Proposed equipment is not appropriate (Project Not Recommended for Funding)

### **4. Match and Partners**

- 15 = 50% or more match provided; or two or more partners participating
- 10 = 25% or more match provided
- 5 = less the 25% match provided
- 0 = no match provided

### **5. Public Access Provided**

- 20 = Equipment will be used by a habitat team to provide habitat on private and public land
- 15 = Equipment will be provided to the public at no cost
- 10 = Equipment will be provided to the public at a reasonable cost
- 5 = Equipment will be limited to a group or site

**Maximum Equipment Score = 100**

**Anticipated Announcement and State Award Dates:** The Committee's recommendations are forwarded to the DNR Director, who usually makes their decisions shortly thereafter. Each applicant will be notified by letter and/or email of the Director's decision regarding their application.

**F. Award Administration Information**

**State Award Notice:** After the DNR Director has made a decision the successful applicant will be notified by email and/or letter of any final requirements before the grant can be awarded to them. Once all the final requirements have been completed, the Grant Agreement between DNR and the applicant will be electronically sent for the applicant to hand sign and return. Then the DNR Director will also sign. Once executed by the signature of the DNR director, an electronic copy will be sent to the applicant.

Only after the Grant Agreement has been signed by the Director can expenses be incurred for grant reimbursement. Any expenses incurred outside of the grant period (before or after) are at the applicant's risk and are not eligible either as match or for reimbursement related to the grant.

**Merit-Based Review Appeals Process**

In compliance with GATA, applicants have the right to appeal the evaluation process but not the evaluation score. More information is available at:

<http://ilga.gov/commission/JCAR/admincode/044/044070000D03500R.html>

**Performance Reporting:** The grantee shall be required to provide reporting of its activities under this project. The DNR may withhold or suspend payment if the grantee fails to submit the required reports. The following reports are required under this Agreement:

- a) **Quarterly Progress Reports:** If the amount of grant funds awarded exceeds \$25,000.00, the grantee is required to provide to the DNR quarterly progress reports that describe the progress of the project and expenditures of funds according to the budget line items as detailed in the approved Uniform Application for State Grant Assistance. The Quarterly Progress Report will be due as follows:

<u>Period of Work</u>	<u>Quarterly Progress Report Due Before</u>
January 1 – March 31	April 30
April 1 – June 30	July 31
July 1 – September 30	October 31
October 1 – December 31	January 31

- b) **Annual or Final Report:** The grantee shall submit a written **Final Report** to the department no later than 30 days following the completion of the Project or the ending date of the grant agreement, whichever is earlier, in accordance with the applicable

administrative rules. The Final Report shall include:

- Grant Agreement Number
- Grantee name, address and telephone number
- Time-frame of the report
- Name and telephone number or e-mail address of grantee representative completing the report
- Project objective as described in the application and grant agreement
- Completed Project description,
- Summary of the Project accomplishments (if applicable) as follows:

for habitat preserved, protected, acquired, managed or improved (list of wildlife and/or native plant resources [by species] that benefit from the Project and how they benefit; acres planted in cool season grasses, warm season grasses, forbs, legumes, shrubs, trees or other appropriate description, including whether the acres were new or replanted; acres sprayed or controlled through the use of herbicides; acres upon which controlled burns were undertaken; acres affected through woody vegetation and/or tree removal; acres planted, disked, mowed, sprayed, or burned; trees/shrubs planted or removed with equipment purchased through the grant; number of cooperators involved in the Project);

Total project expenditures itemized to include the following: name and address of vendor, item description identifying details (if applicable), quantity purchased, date item purchased;

- Project expenditures paid by funds other than Special Wildlife Grant Funds;

Documentation to support the summarized report including a complete list of landowner names and full address (note if absentee owner), acreage location and acres affected by the project. Multiple conservation practices on the same acreage do not multiply the acreage. On habitat development projects where other governmental or private funding programs are involved, the grantee is required to provide detailed information including but not limited to the type of eligible conservation practice completed, the amount (\$) of other cost sharing provided, the name of the cost share provider, and length of time committed to maintain the developed habitat area.

The DNR can provide a Final Report form.

- c) **Equipment Use Report:** If the grant is for the purchase of equipment, a similar written report of equipment usage shall be due to the DNR by December 31<sup>st</sup> in each of the first five years following the purchase of equipment. The **Equipment Use Report** shall include the following:

- Details on the Grant recipient:

- Grant Agreement Number
  - Grantee name, address and telephone number
  - Time-frame of the report
- Details on the piece of equipment:
    - Equipment type, model number and serial number
    - Storage location address
    - Acre or odometer meter reading at the beginning and ending of the reporting period
    - Contact person name and telephone number
    - Rental rate charged and total fees collected for the use of the equipment
    - Description of any equipment maintenance and total expenditures for maintenance, supported by paid invoices
  - Detailed information on the use of the equipment, including:
    - Date equipment was used
    - Location of equipment use, including county, township, range and section
    - Landowner name and full address (note if absentee owner)
  - Description of how equipment was used:
    - management practice completed (planting, disking, mowing, herbicide application, prescribed burn)
    - materials planted including the quantity and species planted and provide details of seed mix contents;
    - acres established, enhanced or otherwise affected and how. (Note when multiple practices are on the same acres.)

**Failure to provide reports in a timely fashion shall render the grantee ineligible to receive payments under the current award and make them ineligible for future awards.** Deadlines for reports may be extended for just cause when such requests are submitted in writing at least two weeks prior to the deadline. All reports are to be delivered to:

Illinois Department of Natural Resources  
 Office of Grant Management  
 One Natural Resources Way  
 Springfield, IL 62702-1271  
 Attn: Susan Duke

**G. State Awarding Agency Contact(s)**

To contact DNR with questions related to this grant, please use the following means:

By US Mail: Department of Natural Resources  
Office of Grant Management and Assistance  
One Natural Resources Way  
Springfield, IL 62702-1271

By e-mail: susan.duke@illinois.gov

By phone: Susan Duke 217-785-4416

By fax: (217) 785-2438

**H. Other Information**

Besides the State Pheasant Fund, the Special Wildlife Funds offer non-profit organizations three (3) grant programs annually with specific purposes: the Illinois Habitat Fund focuses on wild animal habitat and conservation. The State Furbearer Fund focuses on conservation of fur-bearing mammals and developing and/or improving public fur-bearing mammal habitat management areas within Illinois. The State Migratory Waterfowl Stamp Fund focuses on development of waterfowl areas within the Dominion of Canada or the United States that specifically provide waterfowl for the Mississippi Flyway.

The Administrative Rule for the State Pheasant Fund Grant program is as follows:

**Section 3060.40 State Pheasant Fund Grant Program**

- a) Eligibility Requirements
  - 1) Eligible recipients are limited to appropriate not-for-profit organizations.
  - 2) Eligible projects are limited to projects with the purpose of wild pheasant conservation. The projects may include land acquisition, pheasant habitat improvement on public or private land, pheasant research or education of the public regarding pheasants and pheasant hunting.
- b) Application Procedures
  - 1) Grant applications for funding assistance under this program shall be submitted to the Department at One Natural Resources Way, Springfield, Illinois 62702-1271, Attention: Office of Resource Conservation. The application deadline will be August 1. Application forms and instructions are available through the Department. Applications received after the deadline will be returned to the applicant and not considered by the Department.
  - 2) Applications shall contain all of the following required information:
    - A) the name and address of the applicant
    - B) the name of a contact person

- C) a daytime telephone number and e-mail address (if available) for a contact person
- D) a comprehensive project description with justification, including:
  - i) plan for implementation
  - ii) map of project area
  - iii) number of acres to be improved
  - iv) amount of habitat to be established or managed, including species to be planted or eliminated
  - v) if with cooperators, plat map showing each property to be developed and copy of a farm program contract for each committed cooperator involved in the project or estimated acreage. (Committed cooperators will be given priority over estimated acreage.)
  - vi) target audience for education projects, with objectives, methodology, measurable outcomes and products resulting from the project that can be used after completion
- E) comprehensive plan for the operation and maintenance of the project, including supervision, estimated costs (including any and all fees) and storage location, if applicable
- F) a comprehensive funding/budget summary, including:
  - i) actual cash contributions other than the grant amount
  - ii) documented purchase price of equipment or commodities
- G) description of plan for general public access or use (or lack thereof)
- H) signature of the applicant or authorized individual for applicant

c) Project Evaluation and Procedures

- 1) All applications received on time and containing the information required by the application packet will be reviewed by Department staff. Incomplete applications will be returned to the applicant for completion and resubmittal. Submitting an incomplete application does not extend the application deadline beyond the designated deadline date. All complete, eligible and timely applications will be forwarded to the State Pheasant Committee for funding recommendations.
- 2) The State Pheasant Committee shall evaluate and prioritize each application according to the following criteria: completed application, past grant performance of the applicant, eligibility, feasibility, adverse impacts, quality of the proposed habitat, priority for the Department, the applicant's cost-share match and the applicant's plan for general public access to and/or use of the proposed habitat development or equipment purchase. The Committee shall provide to the Director all eligible applications and a prioritized list of recommended projects deemed to be consistent with the purposes of the State Pheasant Fund.
- 3) The Director shall make the determination of what grants shall be awarded after considering the recommendations of the State Pheasant Committee. Applicants shall be notified of the Director's decision.

More information can be found at DNR's website: [www.dnr.illinois.gov](http://www.dnr.illinois.gov) Search for "Grants" under the A-Z tab.

The State of Illinois is not obligated to make any award of the State Pheasant Funds as a result of this Notice of Funding Opportunity.

Only the Director of Natural Resources makes the determination of what grants shall be awarded after considering the recommendations of the State Pheasant Committee. Grant applicants are not authorized to proceed on their projects until the Director has signed the Grant Agreement.



**ENERGY DEPARTMENT**

202 W Rt 71

Newark IL 60541

PH (815) 695-1067

FAX (815) 695-1069

**Fixed Price Contract  
Propane**

Contract # 1341197/1348116

Date: June 21, 2022

Kendall Forrest (Ellis/Harris)

PATRON

Yorkville	IL
-----------	----

By signing this contract, above patron agrees to purchase the following product(s) from GRAINCO FS, Inc according to the terms and conditions listed below:

<u>Price</u>	<u>Gallons</u>	<u>Product</u>	<u>Contract Duration</u>
1.899	3200 gallons	LP Gas Bulk	9-1-23 thru 3-31-24
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**Terms and Conditions**

xxxxxxx Prices are subject to all applicable federal, state, and local taxes at time of delivery.

**Grainco FS, INC.**  
 \_\_\_\_\_  
 Seller

\_\_\_\_\_  
 Buyer

\_\_\_\_\_  
 Date

**All correspondence related to this contract should be directed to the Propane Office at (815)695-1067**



**Special Events Policy**  
**Kendall County Forest Preserve District**

The Kendall County Forest Preserve District will allow Special Events that it deems to be in the public interest to be held on District property. A Special Event will be defined as an event in which District property will be used in a manner that is inconsistent with normal preserve activities, such as an event that involves the sale of concessions and/or other goods and services, the use of temporary structures, or multi-day events.

These Events will not be allowed to disturb the natural resources of the District in any way, and will only be allowed on District properties where the District deems there to be adequate facilities.

- Those persons, groups, or organizations requesting to hold a Special Event on District property will have to obtain a Special Event Permit from the District.
- A two-month lead time is required.
- All events are required to supply an itinerary at time of application.
- Business, churches, scouts, school groups, etc. require a Certificate of Insurance naming Kendall County Forest Preserve District as an Additional Insured.

The Special Event Permit fee is in addition to the reservation fee for the location where your event is being held. Reservations may be made up to one year in advance.

The District staff shall, with the concurrence of the Forest Preserve Operations Committee, award the Special Event Permits.

**Special Event Permit Application  
Kendall County Forest Preserve District**

Instructions: Please sign the form and return it, along with the appropriate insurance certificate to:  
Kendall County Forest Preserve District  
110 West Madison Street  
Yorkville, IL 60560

Please submit application at least two months prior to the Special Event.

**Applicant Information:**

Event Name: U of I Extension  
Master Naturalist Training Field Trip  
Contact Person: Sarah Fellerer

**Address:**

County: Kendall  
Street: 7775b IL Rte 47  
City: Yorkville  
State: IL  
Zip Code: 60560

**Contact Information:**

Telephone (Home) 630-553-5823  
Telephone (Cell) \_\_\_\_\_  
E-Mail: fellerer@illinois.edu

**Special Event Information:**

Name of Forest Preserve: Pickerill Piggott  
Event: \_\_\_\_\_  
Estimated Attendance: 24  
Arrival Time (includes set-up): 8:00am  
Departure Time (includes take down): 11:00 am

**Special Event Agreement**

**Kendall County Forest Preserve District**

The Kendall County Forest Preserve District (District) and UofI Extension  
(Permittee) agree to the following:

1. The Permittee shall meet the following insurance requirements (if applicable):
  - A. Permittee shall have general liability coverage of \$1,000,000 per occurrence.
  - B. Certificates of Insurance must state the following: The Kendall County Forest Preserve District is an additional insured on a primary and non-contributory basis.
2. The Permittee shall pay the District \$        for this approved Special Event Permit. Payment is due upon approval of permit.
3. The Permittee agrees to indemnify and hold harmless the District against any and all claims, losses, suits, and damages against the District arising, directly or indirectly out of the use of District premises or performance of this Special Event Agreement, specifically including claims resulting from any act or omission of the Permittee and the District, individually, and/or jointly and severally.
4. If concessions/food is to be sold at the Special Event, the vendors must comply with all requirements and regulations of the Illinois Department of Health and/or other governmental bodies having control over such vending operations, including the Kendall County Health and Human Services Department. The vendor shall possess all food and beverage dispensing licenses, taxes, and permits that are required by law.
5. The Permittee shall limit the Special Event activities to those described in the Special Use Permit Application.
6. The Permittee shall follow all District rules and regulations (see attached).
7. The Special Event Permit and the Permittee shall be present on-site at the Special Event.
8. The attached itinerary shall be a part of the Special Event Agreement.

---

Kendall County Forest Preserve District:

Signed: \_\_\_\_\_, Executive Director / President

Permittee: Sarah Feller

Signed: Sarah Feller

Date: 7-1-22

**Will this Special Event include:**

**A = \$ 75.00**

Yes

No

1. The use of temporary structures?

---
2. Collecting/Charging an entrance or registration fee?

---
3. Selling concessions/food?

---
4. Selling goods and services?

---
5. Electronically amplified sound?

---

**B = \$200.00**

Yes

No

6. Business uses in preserve?

---
7. Group larger than 250 people?

---
8. Extensive use of grounds?

---

**C = \$300.00**

Yes

No

9. Extensive Use of staff time?

---
10. Closes and/or limits part(s) of preserve to other users?

---

► Permittee will be charged only for the highest category (A, B, or C) that is checked.  
Description of the Special Event, including details of any 'Yes' answers from above:

Applicant's Signature: \_\_\_\_\_

*Sharon Hill*

Date: \_\_\_\_\_

*7-1-22*

## **Special Events Policy Kendall County Forest Preserve District**

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The Special Event Permit fee is in addition to the reservation fee for the location where your event is being held. Reservations may be made up to one year in advance.

The District staff shall, with the concurrence of the Forest Preserve Operations Committee, award the Special Event Permits.

**Special Event Permit Application  
Kendall County Forest Preserve District**

Instructions: Please sign the form and return it, along with the appropriate insurance certificate to:  
Kendall County Forest Preserve District  
110 West Madison Street  
Yorkville, IL 60560

Please submit application at least two months prior to the Special Event.

**Applicant Information:** Rheta Murdaugh  
**Event Name:** Shoop Scoot 5K – Channahon-Minooka Running Club  
**Contact Person:** Rheta Murdaugh

**Address:**  
County: Will  
Street: 210 S. Raven Road  
City: Shorewood  
State: Illinois  
Zip Code: 60404

**Contact Information:**  
Telephone (Home) 815-744-2880 X 101  
Telephone (Cell) 708-949-1650  
E-Mail: [murdaugh\\_r2d2@comcast.net](mailto:murdaugh_r2d2@comcast.net)

**Special Event Information:**  
Name of Forest Preserve: Baker Woods Forest Preserve – Ellis House & Equestrian Center  
Event: Shoop Scoot 5K – Fundraising Event for the American Heart Association  
Estimated Attendance: 100 + (Subject to COVID-19 Restrictions and Guidelines (TBD))  
Arrival Time (includes set-up): 7:00 am (race start time at 8:30 am)  
Departure Time (includes take down): 11:00 am

**Will this Special Event include:**

**A = \$ 75.00**

	<u>Yes</u>	<u>No</u>
1. The use of temporary structures?	X	
2. Collecting/Charging an entrance or registration fee?	X	
3. Selling concessions/food?		X
4. Selling goods and services?		X
5. Electronically amplified sound?		X

**B = \$200.00**

	<u>Yes</u>	<u>No</u>
6. Business uses in preserve?		X
7. Group larger than 250 people?		X
8. Extensive use of grounds?	X	

**C= \$300.00**

	<u>Yes</u>	<u>No</u>
9. Extensive Use of staff time?	X	
10. Closes and/or limits part(s) of preserve to other users?	X	

► Permittee will be charged only for the highest category (A, B, or C) that is checked.  
Description of the Special Event, including details of any 'Yes' answers from above:

Applicant's Signature: \_\_\_\_\_

Date: July 11, 2022

**Special Event Agreement**

**Kendall County Forest Preserve District**

The Kendall County Forest Preserve District (District) and Rheta Murdaugh – Channahon-Minooka Running Club (Permittee) agree to the following:

1. The Permittee shall meet the following insurance requirements (if applicable):
  - A. Permittee shall have general liability coverage of \$1,000,000 per occurrence.
  - B. Certificates of Insurance must state the following: The Kendall County Forest Preserve District is an additional insured on a primary and non-contributory basis.
2. The Permittee shall pay the District \$300.00 for this approved Special Event Permit. Payment is due upon approval of permit.
3. The Permittee agrees to indemnify and hold harmless the District against any and all claims, losses, suits, and damages against the District arising, directly or indirectly out of the use of District premises or performance of this Special Event Agreement, specifically including claims resulting from any act or omission of the Permittee and the District, individually, and/or jointly and severally.
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---

Kendall County Forest Preserve District:

Signed: \_\_\_\_\_, Executive Director / President

Permittee: Rheta Murdaugh

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

Date: \_\_\_\_\_



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The District staff shall, with the concurrence of the Forest Preserve Operations Committee, award the Special Event Permits.

**Special Event Permit Application  
Kendall County Forest Preserve District**

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**Contact Person:** Rheta Murdaugh

**Address:**  
County: Will  
Street: 210 S. Raven Road  
City: Shorewood  
State: Illinois  
Zip Code: 60404

**Contact Information:**  
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E-Mail: [murdaugh\\_r2d2@comcast.net](mailto:murdaugh_r2d2@comcast.net)

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**Will this Special Event include:**

**A = \$ 75.00**

	<u>Yes</u>	<u>No</u>
1. The use of temporary structures?	X	
2. Collecting/Charging an entrance or registration fee?	X	
3. Selling concessions/food?		X
4. Selling goods and services?		X
5. Electronically amplified sound?		X

**B = \$200.00**

	<u>Yes</u>	<u>No</u>
6. Business uses in preserve?		X
7. Group larger than 250 people?		X
8. Extensive use of grounds?	X	

**C= \$300.00**

	<u>Yes</u>	<u>No</u>
9. Extensive Use of staff time?	X	
10. Closes and/or limits part(s) of preserve to other users?	X	

► Permittee will be charged only for the highest category (A, B, or C) that is checked.  
Description of the Special Event, including details of any 'Yes' answers from above:

Applicant's Signature: \_\_\_\_\_

Date: July 11, 2022

**Special Event Agreement**

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---

Kendall County Forest Preserve District:

Signed: \_\_\_\_\_, Executive Director / President

Permittee: Rheta Murdaugh

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

Date: \_\_\_\_\_