

KENDALL COUNTY FOREST PRESERVE DISTRICT

MEETING AGENDA

TUESDAY, MARCH 21, 2023

9:00 AM

KENDALL COUNTY OFFICE BUILDING - ROOMS 209 & 210

- I. Call to Order
- II. Pledge of Allegiance
- III. Invocation
- IV. Roll Call:
Brian DeBolt (President), Ruben Rodriguez (Vice President), Seth Wormley (Secretary), Scott Gengler, Jason Peterson, Zach Bachmann, Elizabeth Flowers, Matt Kellogg, Dan Koukol, and Brooke Shanley
- V. Approval of Agenda
- VI. Public Comments
- VII. ⁽¹⁾ **CONSENT AGENDA**
 - A. Approval of Minutes
 - Kendall County Forest Preserve District Operations Committee Meeting of March 1, 2023
 - Kendall County Forest Preserve District Finance Committee Meeting of March 2, 2023
 - Kendall County Forest Preserve District Commission Meeting of March 7, 2023
 - B. ⁽¹⁾ Approval of Claims in the Amount of \$141,142.85
 - C. MOTION: Approval of the Revised Facilities and Events Attendant Position Description
- VIII. **OLD BUSINESS**

No items posted for consideration.
- IX. **NEW BUSINESS**
 - A. ⁽¹⁾ *MOTION: Approval of a Volunteer Business Commitment Agreement with Doors by Russ, Inc. of Plainfield, Illinois for the Installation of New Garage Doors (X2), and Possible Installation of New Garage Door Openers (X2) at the Ken Pickerill Estate House
- X. Committee Chairman Reports: Seth Wormley (Finance) and Dan Koukol (Operations)
- XI. Public Comments
- XII. Executive Session
- XIII. **OTHER ITEMS OF BUSINESS**
- XIV. Adjournment

(1) Requires affirmative vote of the majority of those elected (6) for passage (KCFPD Rules of Order Section I.G.3.b.v.a)

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

I. Call to Order

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

II. Roll Call

X	Bachmann	X	Koukol
	DeBolt		Peterson
X	Flowers	X	Rodriguez
X	Gengler		Shanley
	Kellogg		Wormley

Commissioners Bachmann, Flowers, Gengler, Rodriguez, and Koukol were all present.

III. Approval of Agenda

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

IV. Public Comments

No public comments were offered from citizens in attendance.

V. Review of Financial Statements and Cost Center Reports through February 28, 2023

Director Guritz presented an overview of the financial statements and cost center reports through February 28, 2023.

VI. APPROVAL OF SPECIAL USE PERMITS

- A. Kendall County 2023 LEAD Youth Program (KC Sheriff’s Office Deputy Dan Briars) – Harris Forest Preserve - June 23, July 21st from 9-12:30
- B. Kendall County State’s Attorney’s Office Juvenile Justice Council and Kendall County CASA – SKY 5K Run at Hoover Forest Preserve – Saturday, April 22, 2023
- C. University of Illinois Cooperative Extension Office: 1) Amended License Agreement Template, and 2) Request to Waive Fees and Charges
 - a. 4H – Horse Show on July 15, 2023 (Harris F.P. Horse Arena and Shelter 7)
 - b. 4H – Outdoor Adventure Cooking Workshop on April 26, 2023 (Hoover F.P. Moonseed Bunk House Shelter + 2-bundles of firewood)
 - c. 4H – Outdoor Adventures Overnight on May 19 to May 20, 2023 (Hoover F.P. Moonseed Bunk House + 2-bundles of firewood)

Dan Briars, KC Sheriff's Office Deputy, presented an overview of a LEADs program partnership with the District at Harris Forest Preserve. Direction was received to extend sponsorship of the LEAD youth program by extending education division program support and use of Harris Forest Preserve.

Commissioner Bachmann made a motion to approve the Special Use Permit for the Kendall County State's Attorney's Office Juvenile Justice Council and Kendall County CASA – SKY 5K Run at Hoover Forest Preserve – Saturday, April 22, 2023. Seconded by Commissioner Flowers. Aye, Commissioner Bachmann, Flowers, Koukol, and Rodriguez. Abstained, Commissioner Gengler. Motion carried by a vote of 4:1.

Commissioner Bachmann made a motion to approve the Special Use Permit for University of Illinois Cooperative Extension Office including approval of the amended license agreement template, and request to waive fees and charges for the 4H – Horse Show on July 15, 2023 (Harris F.P. Horse Arena and Shelter 7; the 4H – Outdoor Adventure Cooking Workshop on April 26, 2023 (Hoover F.P. Moonseed Bunk House Shelter + 2-bundles of firewood), and the 4H – Outdoor Adventures Overnight on May 19 to May 20, 2023 (Hoover F.P. Moonseed Bunk House + 2-bundles of firewood). Seconded by Commissioner Gengler. Aye, all. Opposed, none.

VII. FY22 Audit Progress Report and Moody's Bond Rating

Director Guritz presented an update on the FY22 Audit progress and the updated Moody's bond Rating for the District. The District's bond rating has improved. The audit is wrapping up, and will be presented to the Committee of the Whole in March.

VIII. Grounds and Natural Resources Reports

Antoinette White, Grounds and Natural Resources Division Supervisor, provided a report on current funding available within the District's ARPA fund. The Operations Committee requested Committee review of all proposed vehicle and/or equipment purchases.

IX. Environmental Education Report

Environmental Education and Special Projects Manager, Stefanie Wiencke presented updates on the education department school programs.

Director Guritz presented an update on the possible transition of the Kendall County Outdoor Education Center's services to the District. The District received notification from President DeBolt that the KCOEC will continue to operate at Hoover Forest Preserve under the terms of the current license agreement. The District will need to examine the fair market value exchange for use of District facilities at the time of renewal based on guidance received from the State's Attorney's Office for compliance with Illinois state law.

X. Other Items of Business

1. Ken Pickerill Estate House Renovation Project Updates
 - a) 02/16/23 Field Report
 - b) Change Orders Summary and Remaining Fund Contingencies
 - c) Kendall County Board – Approved ARPA Intergovernmental Agreement
2. KCFPD Application for Employment (Amended)

Commissioner Bachmann made a motion to forward the KCFPD Application for Employment to Commission for approval. Seconded by Commissioner Flowers. Aye, all. Opposed, none.

Director Guritz announced the award of a \$600,000.00 OSLAD grant for the Subat Forest Preserve Nature Center.

XI. Chairman’s Report

None.

XII. Public Comments

No public comments were offered from citizens in attendance.

XIII. Executive Session

None.

XIV. Adjournment

Commissioner Bachmann made a motion to adjourn at 6:56 pm. Seconded by Commissioner Flowers. Aye, all. Opposed, none.

Respectfully submitted,

David Guritz
Director, Kendall County Forest Preserve District

**KENDALL COUNTY FOREST PRESERVE DISTRICT
FINANCE COMMITTEE MEETING MINUTES
MARCH 2, 2023**

I. Call to Order

Chairman Wormley called the meeting to order at 5:28 pm in the Kendall County Administrative Office Building, Rooms 209 and 210.

II. Roll Call

	Bachmann		Koukol
X	DeBolt	X	Peterson
	Flowers		Rodriguez
	Gengler		Shanley
	Kellogg	X	Wormley

Commissioners DeBolt, Peterson, and Wormley were all present.

III. Approval of Agenda

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

IV. Public Comments

No public comments were offered from citizens present.

V. Motion to Forward Claims to Commission for Approval

Commissioner DeBolt made a motion to forward claims to Commission. Seconded by Commissioner Peterson. Aye, all. Opposed, none.

Review of Financial Statements through February 28, 2023

Director Guritz presented an overview of the preliminary end-of-year financial statements through February 28, 2023.

OLD BUSINESS

A. MOTION: Consider a Motion to Forward the District’s 2023 Farm License Agreements to Commission for Approval

Commissioner DeBolt made a motion to forward the District’s 2023 Farm License Agreements to Commission for approval. Seconded by Commissioner Peterson. Aye, all. Opposed, none.

NEW BUSINESS

A. Pickerill-Pigott Estate House – Construction Updates

I. Construction Project Updates – Field Report #11

Director Guritz and President DeBolt provided construction updates for the Pickerill-Pigott Estate House.

II. Lite Construction Contingency – Change Order Tracking Report and Pending Change Orders 1) Landscape Design; 2) Asphalt Drive Replacement; 3) Lighting Fixture Changes; 4) Wire Wizard Proposal

Director Guritz presented updates on the Lite Construction contract contingency and Fund 1913 remaining funds, including review of pending change orders.

Commissioner Peterson adjourned from the meeting at 6:00 pm, and returned at 6:02 pm.

The meeting summarily adjourned at 6:00 pm, and resumed at 6:02 pm due to lack of a quorum.

Commissioner Wormley made a motion to forward the Wire Wizard proposal to Committee of the Whole for review. Seconded by Commissioner Peterson. Commissioner Peterson and Wormley, aye. Opposed, none. Abstain, Commissioner DeBolt. Motion carried by a vote of 2:1.

III. Pickerill Estate House Fund 1913 Budget Contingency Review

Director Guritz presented an updated Fund 1913 contingency fund report for landscaping, furniture, and fixtures.

Other Items of Business

A. FY22 Audit Progress Report

B. FY23 IDNR OSLAD Grant Award Announcements

C. Moody's Bond Rating Call Outcomes

Director Guritz presented correspondence received from the IDNR announcing the award of a \$600,000 FY23 OSLAD grant award for the Subat Forest Preserve Nature Center project.

Director Guritz presented updates on the District's improved bond rating and Moody's credit report.

VI. Public Comments

No public comments were offered from citizens in attendance.

VII. Executive Session

None.

VIII. Adjournment

Commissioner Peterson made a motion to adjourn. Seconded by Commissioner DeBolt.
Aye, all. Opposed, none.

Meeting adjourned at 6:23 pm.

Respectfully submitted,

David Guritz
Executive Director

**KENDALL COUNTY FOREST PRESERVE DISTRICT
COMMISSION MEETING MINUTES
MARCH 7, 2023**

I. Call to Order

President DeBolt called the meeting to order at 7:12 pm in the Kendall County Office Building - Second Floor Board Meeting Rooms 209 and 210.

II. Pledge of Allegiance

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

III. Invocation

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

IV. Roll Call

X	Bachmann	X	Koukol
X	DeBolt	X	Peterson
X	Flowers	X	Rodriguez
X	Gengler	X	Shanley
X	Kellogg		Wormley

Roll call: Commissioners Bachmann, DeBolt, Flowers, Gengler, Kellogg, Koukol, Peterson, Rodriguez, and Shanley were all present.

V. Approval of Agenda

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

VI. Public Comment

No public comments were offered from citizens in attendance.

VII. CONSENT AGENDA

A. Approval of Minutes

- Kendall County Forest Preserve District Committee of the Whole Meeting of February 14, 2023
- Kendall County Forest Preserve District Commission Meeting of February 21, 2023

B. Approval of Claims in the Amount of \$15,334.63

C. MOTION: Approval of Farm License Agreement #23-03-001 with Albert Collins, Jr. for the Lease of 51.5 Acres of District Property at Henneberry Forest Preserve for a Total Amount of \$8,755.00 for Base Rent, which Sum Includes a \$20 per acre Base Rent Increase over the Prior Years' Agreement

D. MOTION: Approval of Farm License Agreement #23-03-002 with Mark and Tom Mathre for the Lease of 157.31 Acres of District Property at Millbrook North; 118.58 Acres at Millbrook

DRAFT FOR COMMISSION APPROVAL: 03-21-2023

South, and 127.41 Acres at Millington Forest Preserve for a Total Amount of \$96,022.50 for Base Rent, Including a \$0.01 per Bushel Surcharge for Grain Dryer Use, Utility Bill Reimbursement, Plus a Calculated Yield Payment, which Sum Includes a \$20 per acre Base Rent Increase over the Prior Years' Agreement

- E. MOTION: Approval of Farm License Agreement #23-03-003 with Chris and Maurice Ormiston of Ottawa, Illinois for the Lease of 3.75 Acres of District Property at Henneberry Forest Preserve for a Total Amount of \$375.00 for Base Rent
- F. MOTION: Approval of Farm License Agreement #23-03-004 with Kyle Connell of Morris, Illinois for the Lease of 106.7 Acres of Property at Baker Woods Forest Preserve for a Total Amount of \$26,837.90, Plus a Calculated Yield Payment, which Sum Includes a \$20 per acre Base Rent Increase on that Portion of Property Committed to Row Crop, and a \$15 per acre Base Rent Increase on that Portion of Property Committed to Hay Production
- G. MOTION: Approval of a Farm License Agreement #23-03-005 with Nate Fazio of Yorkville, Illinois for Hay Production at Baker Woods Forest Preserve, Including Provisions for the Sale of District Surplus Hay based on Market Pricing and \$0.50 per Small Bale Storage and Delivery Fee
- H. MOTION: Approval of Farm License Agreement #23-03-006 with Tom Anderson of Somonauk, Illinois for the Licensed Use of the Equipment Storage Barn at Little Rock Creek Forest Preserve through March 1, 2024 in the Amount of \$1,200.00 (\$100.00 per month)
- I. MOTION: Approval of a Revised KCFPD Application for Employment

Commissioner Shanley made a motion to approve the Consent Agenda as presented. Seconded by Commissioner Bachmann.

Motion: Commissioner Shanley					
Second: Commissioner Peterson					
Roll call: Consent Agenda					
Commissioner	Aye	Opposed	Commissioner	Aye	Opposed
Bachmann	X		Koukol	X	
DeBolt	X		Peterson	X	
Flowers	X		Rodriguez	X	
Gengler	X		Shanley	X	
Kellogg	X		Wormley		

Motion unanimously approved.

Roll call: Commissioners Bachmann, DeBolt, Flowers, Gengler, Kellogg, Koukol, Peterson, Rodriguez, and Shanley, aye. Opposed, none. Motion unanimously approved.

VIII. OLD BUSINESS

No items posted for consideration.

IX. NEW BUSINESS

A. Ken Pickerill Estate House Renovations Project Updates

- I. MOTION: Approval of Agreement UEI #GDTL:KWCBEV33 between the County of Kendall, Illinois and the Kendall County Forest Preserve District for the Disbursement and Use of Kendall County’s American Rescue Plan Act Funds providing \$100,000.00 for the Completion of the Ken Pickerill Estate House Renovation Project Outdoor Pavilion

Commissioner Kellogg made a motion to approve the Agreement UEI #GDTL:KWCBEV33 between the County of Kendall, Illinois and the Kendall County Forest Preserve District for the Disbursement and Use of Kendall County’s American Rescue Plan Act Funds providing \$100,000.00 for the Completion of the Ken Pickerill Estate House Renovation Project Outdoor Pavilion. Seconded by Commissioner Shanley.

Commissioner Kellogg has worked to secure a donation of garage doors, and possibly new garage door openers for the Ken Pickerill Estate House. Commmissioner Kellogg asked that lilies be planted in the landscaping in honor of Jackie Pickerill.

Commissioner DeBolt offered comments on progress for construction, and upkeep of the estate house grounds stating based on his observations, there are no concerns with upkeep or housekeeping.

Motion: Commissioner Kellogg					
Second: Commissioner Shanley					
Roll call: ARPA Grant for Ken Pickerill Estate House Pavilion					
Commissioner	Aye	Opposed	Commissioner	Aye	Opposed
Bachmann	X		Koukol	X	
DeBolt	X		Peterson	X	
Flowers	X		Rodriguez	X	
Gengler	X		Shanley	X	
Kellogg	X		Wormley		
Motion unanimously approved.					

Roll call: Commissioners Bachmann, , Flowers, Gengler, Kellogg, Koukol, Peterson, Rodriguez, Shanley, and DeBolt, aye. Opposed, none. Motion unanimously approved.

- II. MOTION: Approval of a Proposal from Wire Wizard of Illinois, Inc. of Plano, Illinois for the Purchase and Installation of a Security System for the Ken Pickerill Estate House in the Amount of \$1,267.00

Commissioner Peterson made a motion to approve a Proposal from Wire Wizard of Illinois, Inc. of Plano, Illinois for the Purchase and Installation of a Security System for the Ken Pickerill Estate House in the Amount of \$1,267.00. Seconded by Commissioner Flowers.

Motion: Commissioner Peterson
 Second: Commissioner Flowers

Roll call: Wire Wizard Proposal

Commissioner	Aye	Opposed	Commissioner	Aye	Opposed
Bachmann	X		Koukol	X	
DeBolt		X (Abs.)	Peterson	X	
Flowers	X		Rodriguez	X	
Gengler	X		Shanley	X	
Kellogg	X		Wormley		

Motion unanimously approved.

Roll call: Commissioners Bachmann, Flowers, Gengler, Kellogg, Koukol, Peterson, Rodriguez, and Shanley, aye. Opposed, none. Abstained, Commissioner DeBolt. Motion carried by a vote of 8:1.

X. Committee Chairman Reports: Seth Wormley (Finance) and Dan Koukol (Operations)

No reports were presented.

XI. Public Comments

No public comments were offered from citizens in attendance.

XII. Executive Session

None.

XIII. Other Items of Business

A. Moody’s Bond Rating Assignment

Director Guritz presented the updated Moody’s Bond Rating for the District. The District’s bond rating was improved to Aa3 with no outlook.

B. 2023 IDNR OSLAD Grant Award - \$600,000 – Subat Nature Center – Notification of State Award

Director Guritz presented a letter of notification received from the IDNR for the award of a FY23 OSLAD grant for support of the completion of the Subat Nature Center and Subat Forest Preserve master plan improvements.

C. Notice of Meeting Cancellation and Changes:

KCFPD Commission Meeting of April 4, 2023 @ 6:00 PM Rescheduled to April 5, 2023 @ 6:00 PM
 KCFPD Operations Committee Meeting of April 5, 2023 – Meeting Cancelled

XIV. Adjournment

Commissioner Kellogg made a motion to adjourn. Seconded by Commissioner Peterson.
Aye, all. Opposed, none.

Meeting adjourned at 7:32 pm.

Respectfully submitted,

David Guritz
Director, Kendall County Forest Preserve District

Claims Listing

3/15/2023 12:48:10 PM

Department	Vendor #	Vendor Name	Invoice #	Invoice Description	GL Account	Description	Invoice Amount
Ellis Barn	1060	JOHN DEERE FINANCIAL	1113-41567031523	Ellis Supplies and Equip	19001161	68580 Grounds and Maintenance	\$49.98
						Sub-Total	\$49.98
						Total	\$49.98
Ellis Grounds	1060	JOHN DEERE FINANCIAL	1113-41567031523	Ellis Supplies and Equip	19001162	68580 Grounds and Maintenance	\$351.47
						Sub-Total	\$351.47
						Total	\$351.47
Ellis House	1323	MENARDS	66166	Ellis-soap, paint, tray liners, roller	19001160	68580 Grounds and Maintenance	\$38.86
						Sub-Total	\$38.86
						Total	\$38.86
Ellis Riding Lessons	541	FIRST NATIONAL BANK OF OMAHA	3583Guritz022023	Guritz Credit Card-Feb2023	19001164	63000 Animal Care & Supplies	\$510.94
						Sub-Total	\$510.94
						Total	\$510.94
	529	EQUINE VETERINARY PRACTICE LLC	11759031523	Beau-Medical Services	19001164	63020 Vet & Farrier	\$334.00
	2057	MATTHEW CAVINESS	12023065	Shoes and Nail trims-Ellis horses	19001164	63020 Vet & Farrier	\$480.00
						Sub-Total	\$814.00
					Ellis Riding Lessons	Total	\$1,324.94

Ellis Sunrise Center	541	FIRST NATIONAL BANK OF OMAHA	3583Guritz022023	Guritz Credit Card- Feb2023	19001167 63000	Animal Care & Supplies	\$510.94
						Sub-Total	\$510.94
					Ellis Sunrise Center	Total	\$510.94
Ellis Weddings	3131	GROOT INC	10264168T102	Waste Services	19001168 63070	Refuse Pickup	\$68.57
						Sub-Total	\$68.57
					Ellis Weddings	Total	\$68.57
Environ. Educ. Other Pblc Prg	51	SYNCB/AMAZON	1YDW-GQ34-6R1Y	Pancakes for Syrup Fest	19001179 63030	Program Supplies	\$49.98
						Sub-Total	\$49.98
					Environ. Educ. Other Pblc Prg	Total	\$49.98
Environmental Educ. Natrl Beg.	51	SYNCB/AMAZON	1W97-63VM-74FW	Calendar, cleaner towels, wonder walkers	19001178 63030	Program Supplies	\$40.38
	541	FIRST NATIONAL BANK OF OMAHA	3433Wiencke0223	Wiencke-Credit Card- Feb2023	19001178 63030	Program Supplies	\$29.98
						Sub-Total	\$70.36
					Environmental Educ. Natrl Beg.	Total	\$70.36
Forest Preserve Director	51	SYNCB/AMAZON	1W97-63VM-74FW	Calendar, cleaner towels, wonder walkers	190011 62000	Office Supplies	\$10.98
	1304	MARCO TECHNOLOGIES, LLC	495982175-f	copier 02/28/2023 - 03/28/2023	190011 62000	Office Supplies	\$189.01

**Forest Preserve
Director**

2047	COMED	09270071630315 23	ComEd Richard Young	190011 63510	Electric	\$23.42
2047	COMED	11231661020315 23	ComEd Jay Woods	190011 63510	Electric	\$22.63
2047	COMED	55147100050315 23	ComEd Harris Arena	190011 63510	Electric	\$25.10
2047	COMED	55147110020315 23	ComEd Harris	190011 63510	Electric	\$84.63
					Sub-Total	\$155.78
4248	TREETOP PRODUCTS INC	INVTRE20289	Craig Johnson Memorial Bench	190711 66500	Miscellaneous Expense	\$1,370.96
					Sub-Total	\$1,370.96
1007	ILLINOIS COUNTIES RISK MANAGEMENT TRUST	00100066903152 3	Liability Insurance Payment-April 2023	190011 68000	Liability Insurance Premiums	\$8,326.38
					Sub-Total	\$8,326.38
1665	SHAW MEDIA	022310085118	Website Hosting	190011 68430	Marketing / Publicity	\$59.99
					Sub-Total	\$59.99
2826	LITE CONSTRUCTION INC	19-429- 1260Roof31523	Pay Application 4-Roof- Pickerrill	190711 68500	Project Fund Expenses	\$9,000.00
					Sub-Total	\$9,000.00
1323	MENARDS	66230	Menards-gloves, bleach, lumber	191411 68530	Preserve Improvements	\$95.55

Forest Preserve Director	1323	MENARDS	66231	Menards-Hinges	191411	68530	Preserve Improvements	\$7.88
							Sub-Total	\$103.43
	51	SYNCB/AMAZON	1H1P-XXY1-HNPF	Root enhancer, soil vigor	190711	68610	Morton Arboretum Landscape	\$58.47
	843	IL DEPT OF NAT'L RESOURCES	5178	Mason State Tree Nursery-Tree Purchases	190711	68610	Morton Arboretum Landscape	\$3,565.00
							Sub-Total	\$3,623.47
	2826	LITE CONSTRUCTION INC	19-429-1250031523	Pay Application 5-Pickerill	191311	70330	Construction	\$109,150.20
	3131	GROOT INC	10262929T102	Pickerill Dumpster	191311	70330	Construction	\$446.25
							Sub-Total	\$109,596.45
							Total	\$132,436.45
Grounds and Natural Resources					Forest Preserve Director			
	51	SYNCB/AMAZON	1DNC-H4WG-L9HX	Amazon-Carburetors	1900183	62160	Equipment	\$50.62
	506	ELBURN NAPA, INC.	4860031523	Hose clamp, connector, oil, filter	1900183	62160	Equipment	\$52.24
	556	FLATSO'S TIRE SHOP	26831	Kubota repair-Ellis	1900183	62160	Equipment	\$25.00
	1060	JOHN DEERE FINANCIAL	1113-29745031523	Hoover, Harris supplies	1900183	62160	Equipment	\$109.36
							Sub-Total	\$237.22
	51	SYNCB/AMAZON	13FF-WNLP-9FTG	Chainsaw Safety Gear	1900183	62180	Gasoline / Fuel / Oil	\$59.99
	1060	JOHN DEERE FINANCIAL	1113-29745031523	Hoover, Harris supplies	1900183	62180	Gasoline / Fuel / Oil	\$15.93

Grounds and Natural Resources	1153	KENDALL CO HIGHWAY DEPT	Feb 2023	Fuel and Diesel-Feb 2023	19001183 62180	Gasoline / Fuel / Oil	\$949.52
						Sub-Total	\$1,025.44
	1655	SERVICE SANITATION, INC	50-493234031523	Portable toilet services	19001183 63070	Refuse Pickup	\$271.25
	3131	GROOT INC	10264168T102	Waste Services	19001183 63070	Refuse Pickup	\$200.28
						Sub-Total	\$471.53
	1060	JOHN DEERE FINANCIAL	1113-29745031523	Hoover, Harris supplies	19001183 63110	Shop Supplies	\$14.99
	1323	MENARDS	66230	Menards-gloves, bleach, lumber	19001183 63110	Shop Supplies	\$36.53
	1820	UNIQUE PRODUCTS & SERVICE	445636-1	Dog Bags	19001183 63110	Shop Supplies	\$130.54
						Sub-Total	\$182.06
Hoover	1849	VERIZON	9928071415	Cell Phone Services	19001183 63540	Telephones	\$156.39
	3837	T-MOBILE	982008249031523	Cell phone services	19001183 63540	Telephones	\$301.84
						Sub-Total	\$458.23
						Total	\$2,374.48
	1937	WIRE WIZARD OF ILLINOIS INC	359718	Removal Carbon Monoxide Detectors	19001171 62270	Utilities	\$75.00
	1937	WIRE WIZARD OF ILLINOIS INC	360224	Alarm Monitoring-Meadowhawk	19001171 62270	Utilities	\$180.00
	1937	WIRE WIZARD OF ILLINOIS INC	360225	Alarm Monitoring-Rookery	19001171 62270	Utilities	\$105.00

Hoover										Sub-Total	\$360.00
3533	SHANDRA TREMAIN	23-00016	Sec Dep Return-MHL	19001171	63040	Security Deposit Refund					\$82.50
4243	KATLYN HUBER	23-00002	Sec Dep Return-MHL	19001171	63040	Security Deposit Refund					\$172.50
4244	MARK COYLE	23-00059	Sec Dep Return-Blazing Star	19001171	63040	Security Deposit Refund					\$100.00
						Sub-Total					\$355.00
1452	NICOR	23-33-66-98297031523	Nicor-Rookery	19001171	63090	Natural Gas					\$225.33
						Sub-Total					\$225.33
2047	COMED	0793673015031523	ComEd Hoover Multiple	19001171	63100	Electric					\$1,108.00
2047	COMED	1938021081031523	ComEd Hoover Bathroom	19001171	63100	Electric					\$86.50
						Sub-Total					\$1,194.50
1060	JOHN DEERE FINANCIAL	1113-29745031523	Hoover, Harris supplies	19001171	63110	Shop Supplies					\$19.47
1323	MENARDS	65733	Various supplies-Hoover-Buildings, shop, grounds	19001171	63110	Shop Supplies					\$137.84
						Sub-Total					\$157.31
1323	MENARDS	65733	Various supplies-Hoover-Buildings, shop, grounds	19001171	63120	Building Maintenance					\$148.19
1323	MENARDS	65853	Hoover-Soap, water softener salt	19001171	63120	Building Maintenance					\$38.93

Hoover	1323	MENARDS	66048	Hoover-rope, caulk	19001171 63120	Building Maintenance	\$25.12	
	1950	YORKVILLE ACE & RADIO SHACK	400515031523	Hoover-Air filters	19001171 63120	Building Maintenance	\$26.97	
						Sub-Total	\$239.21	
	1323	MENARDS	65733	Various supplies-Hoover-Buildings, shop, grounds	19001171 68580	Grounds and Maintenance	\$7.36	
	1323	MENARDS	66048	Hoover-rope, caulk	19001171 68580	Grounds and Maintenance	\$11.98	
						Sub-Total	\$19.34	
					Hoover	Total	\$2,550.69	
Pickerill - Pigott	2047	COMED	5514228011031523	ComEd Pickerill House	19001184 63100	Electric	\$1,302.03	
	2047	COMED	5514229027031523	ComEd Pickerill	19001184 63100	Electric	\$14.10	
						Sub-Total	\$1,316.13	
						Pickerill - Pigott	Total	\$1,316.13
						Grand Total	\$141,142.85	

**KENDALL COUNTY FOREST PRESERVE DISTRICT
JOB DESCRIPTION**

CLASS TITLE: Facilities and Events Attendant
WAGE CATEGORY: Non-Exempt
REPORTS TO: Grounds and Natural Resources Supervisor and
Ellis House and Equestrian Center Manager
EFFECTIVE DATE: March 21, 2023

SUMMARY:

This position supports licensed use of District facilities for weddings, special events, and other functions at Ellis House and Equestrian Center, Meadowhawk Lodge, and the Ken Pickerill Estate House.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Assists with the promotion of the District's facility licensing programs at Ellis House and Equestrian Center, Meadowhawk Lodge and the Ken Pickerill Estate House for public and private functions and special events including, but not limited to weddings, conferences, parties, trade shows, business meetings and athletic events.
- Supports coordination of contracted business services for facility licenses and events including but not limited to catering firms, entertainers, decorators, and florists.
- Assists with pre-event and post-event activities including trash receptacle staging and removal, trash cleanup, house cleaning, washroom supply stocking, and setup and take down of tables and chairs.
- Provides pre-scheduled tours of the District's event venues, support facilities, and forest preserve grounds for prospective clients.
- Assists with event coordination with District event support staff and volunteers.
- Assists with the preparation of event contracts, including coordination of event logistics and communication of District policies.
- Assists with calendar planning in coordination with the District's Facility Reservations and Accounting Coordinator.
- Enforces District policy guidelines for use of District facilities.
- Utilizes word processing, database, spreadsheet, and communication software packages to create and modify a variety of promotional materials and communication tools for the District.
- Composes and edits routine correspondence and reports.
- Prepares mailings; faxes and emails documents; and distributes mail, faxes and other documents to District staff.
- Responds to general inquires from the public, elected officials, District employees, and Kendall County employees regarding District policies, practices, procedures and programs.
- Supports office bookkeeping activities including development of rental agreements and documentation of payments.
- Assists with client communications including communications to secure event rental payments.
- Provides support for the District's permitting process by performing tasks such as:
 - Ordering, issuing and tracking District permits;
 - Creating entries within the District's reservation system; and
 - Ensuring that certificates of insurance are timely received and maintained by event contractors in compliance with District policies and contractual requirements.
- Performs other duties as assigned.

SUPERVISORY RESPONSIBILITIES:

- No supervisory responsibilities at this time.

QUALIFICATIONS:

To perform this job successfully, an individual must be able to perform all essential duties satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required for the position.

A. EDUCATION and/or EXPERIENCE:

- High school diploma or general education degree (GED).
 - Word processing and personal computer training.
 - A minimum of two (2) years experience in special events coordination; or equivalent combination of training and experience is preferred.
 - Requires knowledge of office practices, principles of modern record keeping, and setup and maintaining filing systems.
 - Requires knowledge of bookkeeping software and all Microsoft Office programs including, but not limited to Excel, Word, Publisher, and Power Point.
- B. LANGUAGE SKILLS:**
- Ability to read and interpret documents such as governmental regulations, legal documents, operating instructions, and procedure manuals.
 - Ability to develop rental agreements, and client and contractor correspondence.
 - Ability to speak effectively with the public and employees of the organization.
 - Requires good knowledge of the English language, spelling and grammar.
- C. MATHEMATICAL SKILLS:**
- Ability to add, subtract, multiply and divide in all units of measure, using whole numbers, common fractions, and decimals.
 - Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.
- D. REASONING ABILITY:**
- Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form.
 - Ability to deal with problems involving several concrete variables in standardized situations.
- E. CERTIFICATES, LICENSES, REGISTRATIONS:**
- All certificates and registrations required for the position.

PHYSICAL DEMANDS:

- Employee must frequently stand and bend.
- Employee must frequently be able to walk on forest preserve grounds and between buildings.
- Employee must be able to sit at a desk for extended periods of time.
- Employee must frequently lift and/or move up to 50 pounds. Employee must occasionally lift up to 75 pounds.
- Employee must be able to use hands to finger, handle or feel.
- Employee must be able to reach, push and pull with hands and arms.
- Employee must be able to talk and hear in person and via use of telephone.
- Specific vision abilities required by this job include close vision, depth perception and distance vision.

WORK ENVIRONMENT:

- The noise level in the work environment is usually moderately quiet, and occasionally loud.
- Employee must be able to perform all assigned job duties during normal business hours and after normal business hours, as required in the event of an emergency or special event.
- Employee may be required to provide own transportation to travel to and from meetings, trainings, conferences, and the various District preserves and locations.

The above information is not intended to be all-inclusive and can be expanded or modified as necessary.

Kendall County Forest Preserve District

May 3, 2016

Amended: March 21, 2023

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

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

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

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

Volunteer’s Full Legal Name: Doors by Russ, Inc.
Volunteer’s Contact Person: Josh Horen
Mailing Address: 11941 S Aero Drive
Plainfield IL 60585
Telephone Number: 630-961-0947
Email Address: josh@doorsbyruss.com

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

1. **Commitment to Provide Volunteer Services.** By signing below, Volunteer commits to providing the following donated labor, services and materials for the Project at no cost to the District (hereinafter referred to collectively as “Volunteer Services”):
 - a. Volunteer will furnish and install two garage doors for the estate house, and two garage door openers (if warranted following Doors by Russ, Inc. inspection) at the Project site in accordance with the specifications set forth in **Exhibit 1**. To complete this work, Volunteer agrees to:
 - i. Maintain insurance while rendering Volunteer Services that is at least as broad as the insurance provisions set forth in the attached **Exhibit 2**.
 - ii. Provide one volunteers/officers/employees/workers/agents (hereinafter “workers”) to perform the Volunteer Services.
 - iii. Ensure that each worker assigned by Volunteer to perform Volunteer Services at the Project site signs and returns the Volunteer Acknowledgment and Waiver Form attached hereto as **Exhibit 3** and returns it to the District’s Executive Director before the Volunteer’s worker performs any work at the Project site.

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

The Illinois Department of Labor (“Department”) publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates, and the Volunteer must check the Department’s website for revisions to prevailing wage rates.

- b. Volunteer and Volunteer’s workers agree not to commit unlawful discrimination/unlawful harassment and further agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, the Illinois Public Works Employment Discrimination Act, 775 ILCS 10/0.01 *et seq.*, as amended, and all applicable rules and regulations. To the extent required by law, Volunteer shall maintain a written sexual harassment policy that complies with the requirements of 775 ILCS 5/2-105 and shall comply with all fair employment practices and equal employment opportunity/affirmative action requirements set forth in applicable state and federal laws and regulations.
- c. Volunteer agrees to comply with all applicable provisions of the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 *et seq.* and the Illinois Drug Free Workplace Act, 30 ILCS 580/1 *et seq.*
- d. When applicable, Volunteer shall furnish Material Safety Data Sheets for their products, in compliance with the Illinois Toxic Substance Disclosure to Employee Act, Safety Inspection and Education Act & “Right to Know” law, 820 ILCS 255/1 *et seq.*, 820 ILCS 220/0.01 *et seq.* and 820 ILCS 225/0.1 *et seq.*
- e. If, during the term of this Agreement, there is a period of excessive unemployment in Illinois as defined in the Employment of Illinois workers on Public Works Act, 30 ILCS 570/0.01 *et seq.*, (hereinafter referred to as “the Public Works Act”), Volunteer agrees to employ Illinois laborers on this Project in accordance with the Act. Volunteer understands the Public Works Act defines (a) “period of excessive unemployment” as “as any month following two consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded 5%, as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures”, and (b) “Illinois laborer” as “any person who has resided in Illinois for at least thirty (30) days and intends to become or remain an Illinois resident.” *See* 30 ILCS 570/1.
- f. If, during the term of the Agreement, the District notifies the Volunteer in writing that federal funds in excess of \$2,000 are being used to fund the Project, Volunteer agrees to comply with the Davis Beacon Act, 40 U.S.C. 3141 *et seq.* The Davis-Bacon and Related Acts, apply to contractors performing work on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. When applicable, the Davis-Bacon Act and Related Act requires such contractors to pay their laborers employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area. The Davis-Bacon Act directs the U.S. Department of Labor to determine such locally prevailing wage rates. The Davis-Bacon Act prevailing wage provisions apply to the “Related Acts,” under which federal agencies assist

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

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

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

Knowing the risks described above, Volunteer agrees, on behalf of itself, Volunteers’ workers, parent companies, subsidiaries, and assigns to assume all the risks and responsibilities surrounding the Volunteer Services. Volunteer shall indemnify, hold harmless and defend with counsel of the Releasees’ own choosing, the Releasees from and against all liability, claims, suits, causes of action, demands, proceedings, set-offs, liens, attachments, debts, expenses, judgments, or other liabilities including costs, reasonable fees and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property, of whatsoever kind or nature (collectively, the “Claims”) regarding and relating to the Volunteer Services performed by Volunteer and Volunteer’s workers. No attorney may be assigned to represent the Releasees unless the Kendall County State’s Attorney has pre-approved the appointment of the attorney to represent the Releasees. Releasees’ participation in its defense shall not remove my duty to indemnify, defend, and hold Releasees harmless, as set forth above. Releasees do not waive their defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 *et seq.*) by reason of this indemnification provision. Indemnification shall survive the termination of this Agreement.

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

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

- 8. **Waiver of Lien.** Volunteer hereby waives any claim of lien against Releasees’ property on behalf of Volunteer and Volunteer’s workers. Upon completion of the Project, Volunteer shall tender to the District a final waiver of lien for all subcontractors and suppliers, if any, were used by Volunteer to perform the Volunteer Services.
- 9. **Certification.** Volunteer certifies that Volunteer, its parent companies, subsidiaries, and affiliates are not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or as a result of a violation of 820 ILCS 130/1 *et seq.* (the Illinois Prevailing Wage Act). Volunteer further certifies by signing this Agreement that Volunteer, its parent companies, subsidiaries, and affiliates have not been convicted of, or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 *et seq.*; has not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that officer’s or employee’s official capacity; nor has Volunteer made an admission of guilt of such conduct.
- 10. **Severability.** If any provision of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, that provision shall be severed from this Agreement with the remaining provisions of this Agreement to remain valid and enforceable to the fullest extent allowed by law.
- 11. **Term of Agreement.** This Agreement shall be effective as of the date of final signature below and shall continue in force and effect until the Volunteer Services have been fully completed to the satisfaction of the District. This Agreement may be terminated at anytime by either party upon providing written notice to the other party to this Agreement.

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

By: _____
Date

Printed Name _____
Title

Received by:

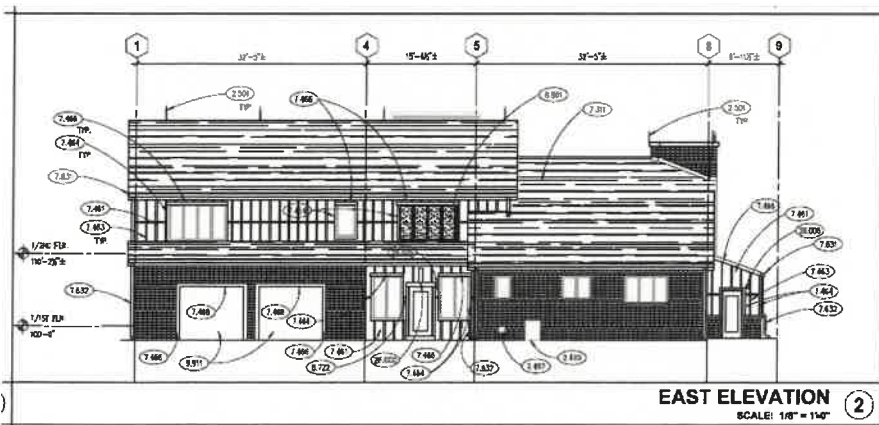
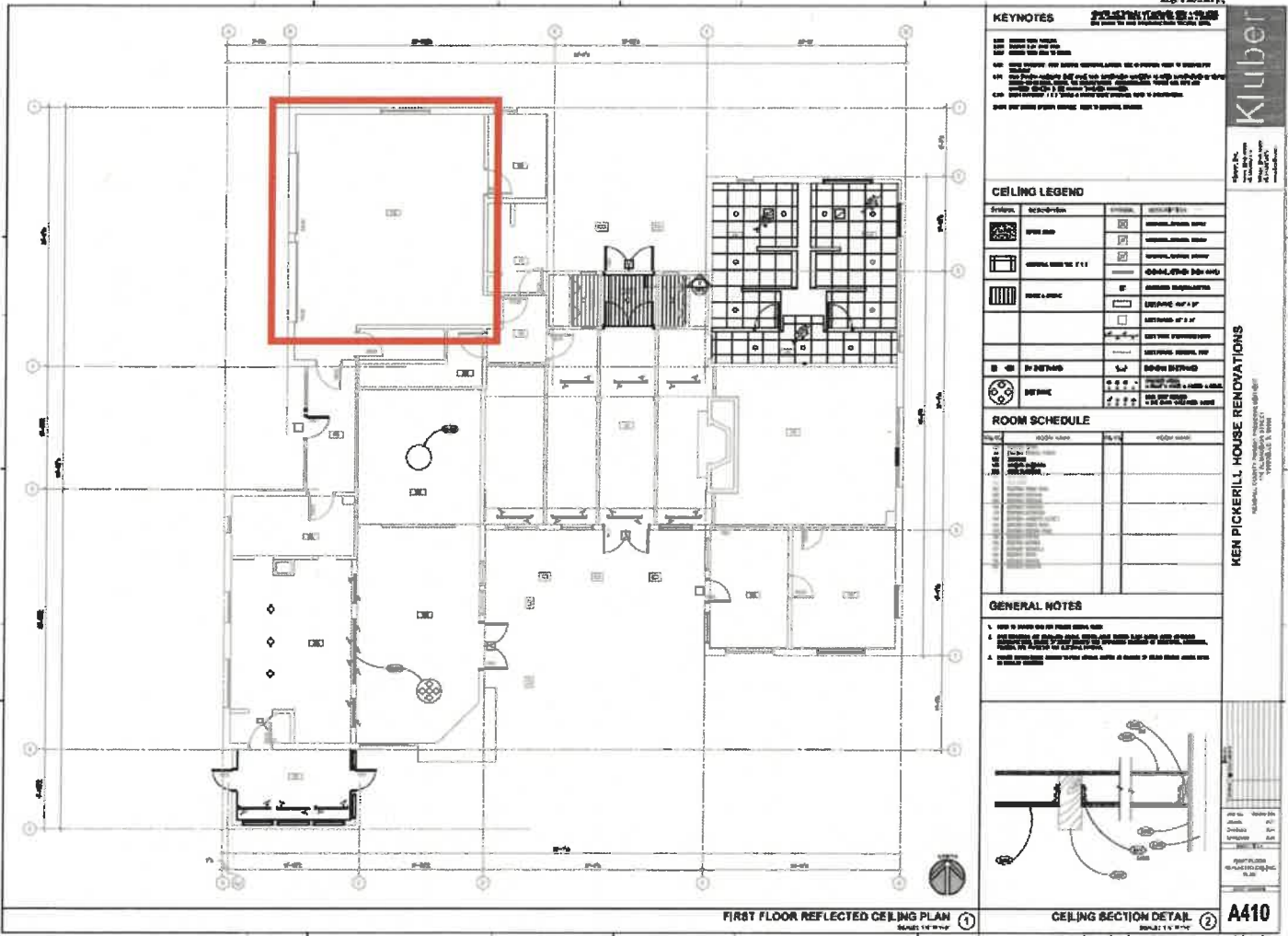
On behalf of the Kendall County Forest Preserve District _____
Date

EXHIBIT 1-

APPLICABLE PROJECT SPECIFICATIONS

Excerpts from Project 19-429-1240 Architectural Drawings - Dated January 28, 2022

Drawing A-410 Ceiling Section Detail, and
A-800 (East Elevation – Door Frame and Hardware Schedules)



Garage Door Material Donation X2
Haas Door
Insulated Steel 600 Series

Final Style/Color Based on Volunteer and
Architect (Kluber, Inc.) Recommendations
<https://www.haasdoor.com/residential/600/index.html>

Garage Door Opener(s)
As needed based on inspection and final
Volunteer and Architect (Kluber, Inc.)
Recommendations

EXHIBIT 2 –

MINIMUM INSURANCE REQUIREMENTS FOR VOLUNTEERS

Volunteer shall maintain insurance while rendering Volunteer Services that is at least as broad as the insurance provisions set forth below. All coverage shall be placed with insurers authorized to conduct business in Illinois with a current A.M. Best's rating of no less than A:VII. Each insurance policy shall not be cancelled or changed without thirty (30) calendar days prior written notice, given by the insurance carrier to the District.

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

Commercial General Liability ("CGL"): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be \$2,000,000.

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

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

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

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

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

Additional Insured Status: Releasees are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Volunteer including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Volunteer's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

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

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

Waiver of Subrogation: Volunteer hereby grants to the Releasees a waiver of any right to subrogation which any insurer of said Volunteer may acquire against the Releasees by virtue of the payment of any loss under such insurance. Volunteer agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Releasees has received a waiver of subrogation endorsement from the insurer.

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

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

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

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

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

EXHIBIT 3

KENDALL COUNTY FOREST PRESERVE DISTRICT KEN PICKERILL HOUSE VOLUNTEER PROJECT

VOLUNTEER ACKNOWLEDGMENT AND WAIVER AND RELEASE OF LIABILITY¹

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

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

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

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

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

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

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

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

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

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

 Volunteer (print name)

 Volunteer’s Signature

 Date

Received by:

 On behalf of the Kendall County Forest Preserve District

 Date