

# KENDALL COUNTY FOREST PRESERVE DISTRICT

## MEETING AGENDA

TUESDAY, JULY 18, 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. <sup>(1)</sup> **CONSENT AGENDA**
  - A. Approval of Minutes
    - Kendall County Forest Preserve District Commission Meeting of June 27, 2023
    - Kendall County Forest Preserve District Finance Committee Meeting of June 29, 2023
    - Kendall County Forest Preserve District Committee of the Whole Meeting of July 11, 2023
  - B. <sup>(1)</sup> Approval of Claims in the Amount of \$17,279.33
  - C. <sup>(1)</sup> **MOTION**: Approval of a License Agreement with Millbrook Trail Rides, LLC for Trail Corridor Access beginning July 18, 2023 and Ending September 25, 2023 in the Amount of \$1.00 in Acknowledgement and Exchange of the Mutual Benefit Received by Establishing a Turf Trail Corridor at Millbrook North Forest Preserve
  - D. <sup>(1)</sup> **MOTION**: Approval of the 23-24 CWD Bow Hunt Program Manual, Including an Initial Registration Period Beginning August 4, 2023 for Prior Year Permit Holders Only, Open Registration for Kendall County Residents Only Beginning August 10, 2023, Open Registration for Out-of-County Residents Beginning August 16, 2023, with Program Registration Closed after August 20, 2023, a Program Capacity Limit of 85 Full Season Permits with a Kendall County Resident Permit Fee of \$250.00 (\$50.00 for an Invited Resident 2-Weekend Guest Pass) and \$350.00 Non-Resident Permit Fee (\$100.00 for an Invited Non-Resident 2-Weekend Guest Pass)
  - E. <sup>(1)</sup> **MOTION**: Approval of a Proposal from Prairie Archaeology & Research, Ltd. of Springfield, Illinois to Complete a Phase II Archaeological Study at Subat Forest Preserve for a Cost Not-to-Exceed \$15,120.00
- VIII. **OLD BUSINESS**

*No items posted for consideration.*
- IX. **NEW BUSINESS**
  - <sup>(1)</sup> **MOTION**: Approval of a Professional Services Contract with Kluber Architects + Engineers of Aurora, Illinois to Complete Architectural and Engineering Designs for the Subat Nature Center, Visitor Amenities, and Related Preserve Access Improvements Including Exhibit Designs, Permitting, Bid Letting, and Construction Observations for Completion of the Subat Nature Center at Subat Forest Preserve as Part of the State of Illinois – Department of Natural Resources Open Space Land Acquisition and Development (OSLAD) Grant Agreement #OS-23-2290 for a Cost Not-to-Exceed \$219,050.00
- 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 Office Building - 2<sup>nd</sup> Floor Board Rooms 209 and 210 - 111 W. Fox Street - Yorkville, Illinois 60560  
If special accommodations or arrangements are needed to attend this District meeting, please contact the Administration Office at 630-553-4025 a minimum of 24-hours prior to the meeting time.

**KENDALL COUNTY FOREST PRESERVE DISTRICT  
COMMISSION MEETING MINUTES  
JUNE 27, 2023**

**I. Call to Order**

President DeBolt called the meeting to order at 11:58 am 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**

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

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

**V. Approval of Agenda**

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

**VI. Public Comment**

No public comments were offered from citizens in attendance.

**VII. CONSENT AGENDA**

**A. Approval of Minutes**

- Kendall County Forest Preserve District Committee of the Whole Meeting of May 9, 2023
- Kendall County Forest Preserve District Commission Meeting of May 16, 2023
- Kendall County Forest Preserve District Operations Committee Meeting of June 7, 2023
- Kendall County Forest Preserve District Committee of the Whole Meeting June 13, 2023

**B. Approval of Claims Listing 053123F in the Amount of \$85,485.38**

**C. Approval of Claims Listing 061523F in the Amount of \$285,565.50**

Commissioner Shanley made a motion to approve the Consent Agenda. Seconded by Commissioner Gengler.

Motion: Commissioner Shanley  
 Second: Commissioner Gengler

**Roll call: Consent Agenda**

Commissioner	Aye	Opposed	Commissioner	Aye	Opposed
Bachmann			Koukol	X	
DeBolt	X		Peterson		
Flowers			Rodriguez	X	
Gengler	X		Shanley	X	
Kellogg	X		Wormley	X	

Motion unanimously approved.

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

**VIII. OLD BUSINESS**

*No items posted for consideration.*

**IX. NEW BUSINESS**

- A. MOTION: Approval of an Intergovernmental Agreement for Inspector General Services Between Kendall County, Illinois, the Kendall County Sheriff Dwight Baird in his official capacity, and the Kendall County Forest Preserve District

Commissioner Shanley made a motion to approve an intergovernmental agreement for Inspector General services between Kendall County, Illinois, the Kendall County Sheriff Dwight Baird in his official capacity, and the Kendall County Forest Preserve District. Seconded by Commissioner Kellogg.

Motion: Commissioner Shanley  
 Second: Commissioner Kellogg

**Roll call: IGA with Kendall County Sheriff's Office and Kendall County**

Commissioner	Aye	Opposed	Commissioner	Aye	Opposed
Bachmann			Koukol	X	
DeBolt	X		Peterson		
Flowers			Rodriguez	X	
Gengler	X		Shanley	X	
Kellogg	X		Wormley	X	

Motion unanimously approved.

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

**B. MOTION: Approval of a Release of Bond for Bond Number 0048099 (Faganel Builders, LLC and Jericho Builders, LLC)**

Commissioner Kellogg made a motion to approve a Release of Bond for Bond Number 0048099 (Faganel Builders, LLC and Jericho Builders, LLC). Seconded by Commissioner Gengler.

Motion: Commissioner Kellogg					
Second: Commissioner Gengler					
<b>Roll call: Release of Bond #0048099</b>					
<b>Commissioner</b>	<b>Aye</b>	<b>Opposed</b>	<b>Commissioner</b>	<b>Aye</b>	<b>Opposed</b>
Bachmann			Koukol		X
DeBolt	X		Peterson		
Flowers			Rodriguez	X	
Gengler	X		Shanley	X	
Kellogg	X		Wormley	X	
Motion carries by a vote of 6:1.					

Roll call: Commissioners Gengler, Kellogg, Rodriguez, Shanley, Wormley, and DeBolt, aye. Opposed, Commissioner Koukol. Motion carried by a vote of 6:1.

**X. Committee Chairman Reports: Commissioners Wormley (Finance) and Koukol (Operations)**

No Committee reports were extended.

**XI. Public Comments**

No public comments were offered from citizens in attendance.

**XII. Executive Session**

None.

**XIII. Other Items of Business**

None.

**XIV. Adjournment**

Commissioner Shanley made a motion to adjourn. Seconded by Commissioner Koukol. Aye, all. Opposed, none. Meeting adjourned at 12:05 pm.

Respectfully submitted,

David Guritz  
Director, Kendall County Forest Preserve District

**KENDALL COUNTY FOREST PRESERVE DISTRICT  
FINANCE COMMITTEE MEETING MINUTES  
JUNE 29, 2023**

**I. Call to Order**

Chairman Wormley called the meeting to order at 5:34 pm in the Kendall County Administrative Office Building, Rooms 209 and 210.

**II. Roll Call**

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

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

**OLD BUSINESS**

- A. Capital Funding YTD Fund Balances - Overview and Discussion**
- B. Kendall County Intergovernmental Agreement – ARPA Funding Allocation Amendment**
- C. Capital Infrastructure and Equipment Replacements Schedule - Kubota RTV Quotes Received**

The Finance Committee reviewed and discussed YTD Capital Funding with capital projects and ARPA funding allocation amendments. Direction was received to set up a meeting with Jennifer Karales and Chairman Wormley to develop the District’s ARPA Fund budget amendment to the intergovernmental agreement with Kendall County.

**NEW BUSINESS**

**A. Pickerill-Pigott Estate House – Construction Updates**

**I. Project-to-date Expense Report by Fund – IDNR Final Billing Statement**

Director Guritz presented an updated draft of the IDNR Final Billing Statement.

**II. Punch List Status**

Director Guritz presented updates on Pickerill Estate House punch list for the July 15<sup>th</sup> opening event.

**III. Occupancy Permit Status**

Director Guritz updated the Finance Committee on the anticipated schedule for receiving the occupancy permit for the Pickerill estate house.

**B. Village of Minooka Request – FY24 IDNR OSLAD Grant Concept Discussion**

The Finance Committee revisited the proposed Baker Woods south acquisition strategy to leverage an OSLAD/LWCF grant to acquire this parcel, and the Aux Sable Springs Park addition cooperatively with The Conservatoin Foundation and Village of Minooka at no cost to the District. Direction was received to move forward with working out the details of the OSLAD proposal.

**Other Items of Business**

**A. Capital Projects Status Reports:**

**I. Subat Nature Center – Kluber Proposal Overview and Discussion**

**II. Little Rock Creek Dam Removal – EPA Section 319 Grant Application – Kendall County IGA**

**III. Hoover-Fox River Bluffs Forest Preserve Future Trail Connection Updates**

Commissioner DeBolt made a motion to forward the Kluber Architects + Engineers proposal and Prairie Archeology and Research, LTD proposals to the Committee of the Whole for discussion. Seconded by Commissioner Kellogg. Aye, all. Opposed, none.

Commissioner Peterson made a motion to forward a draft IGA with Kendall County and the Kendall County Forest Preserve District to the State Attorney’s Office for review. Seconded by Commissioner DeBolt. Aye, all. Opposed, none.

Director Gruritz presented updates on the Hoover-Fox River Bluffs Forest Preserve future trail connection, potential funding opportunities and approaches.

The Finance Committee held an initial discussion on Kendall County Highway on potential TAP funding. An exhibit showing the trail corridor was discussed, with over 75% of the proposed trail corrdior located on County property, with less than 25% of the trail located on Forest Preserve property.

**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 6:25 pm.

Respectfully submitted,

David Guritz  
Executive Director

**KENDALL COUNTY FOREST PRESERVE DISTRICT  
COMMITTEE of the WHOLE MEETING MINUTES  
JULY 11, 2023**

**I. Call to Order**

President DeBolt called the meeting to order at 5:00 pm in the Kendall County Office Building – Second Floor County Board Meeting Rooms 209 and 210.

**II. Roll Call**

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

Commissioners Gengler, Kellogg, Koukol, Peterson, Rodriguez, Shanley and Wormley, were all present.

**III. Approval of Agenda**

Commissioner Wormley 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. Executive Director’s Report**

Director Guritz, provided updates on District projects and programs.

**VI. Motion to Forward Claims to Commission**

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

**VII. Review of Preliminary Financial Statements through June 30, 2023**

Director Guritz presented an overview of the preliminary financial statements through June 30, 2023. The District is on track for exceeding budget surplus projections for the year.

**VIII. OLD BUSINESS**

- a) **MOTION: Approval of a Motion to Forward a Proposed License Agreement with Millbrook Trail Rides, LLC to Commission for Approval**



Commissioner Shanley made a motion to forward a proposed license agreement with Millbrook Trail Rides, LLC to Commission for approval, with direction to staff to revise the insurance provisions as stated to match the Millbrook Trail Rides, LLC's updated coverage amounts. Seconded by Commissioner Peterson. Aye, all. Opposed, none.

**IX. NEW BUSINESS**

**a) MOTION: Approval of a Motion to Forward the Kluber Architects + Engineers Proposal for Design, Permitting, and Construction of the John and Mary Subat Nature Center (IDNR OSLAD Grant Agreement No.OS-23-2290)**

Commissioner Kellogg made a motion to forward the Kluber Architects + Engineers proposal for design, permitting, and construction of the John and Mary Subat Nature Center (IDNR OSLAD Grant Agreement No.OS-23-2290) to Commission for approval. Seconded by Commissioner Peterson. Aye, all. Opposed, none.

**b) MOTION: Approval of a Motion to Forward the Prairie Archaeology & Research, LTD. Phase II Survey Proposal for the Subat Nature Center Project**

Commissioner Koukol made a motion to forward the Prairie Archaeology & Research, LTD. Phase II Survey Proposal for the Subat Nature Center Project to Commission for approval. Seconded by Commissioner Shanley. Aye, all. Opposed, none.

**c) 2023-2024 CWD Bow Hunt Program Packet**

Commissioner Kellogg made a motion to forward the 2023-2024 CWD Bow Hunt Program packet to Commission for approval. Seconded by Commissioner Gengler. Aye, all. Opposed, none.

**XVIII. Other Items of Business**

**a. Pickerill Estate House Construction Project Updates**

- i. IDNR-PARC Grant #21-114 Final Billing Statement**
- ii. Building Occupancy Permit and Contractor Punch List Items**
- iii. Grounds Maintenance and Natural Resources Division Progress Report**
- iv. Forest Foundation / District Donor Appreciation Preview Event – July 15, 2023 from 4 pm to 8 pm**

Director Guritz presented updates on the remaining tasks to complete prior to opening the Pickerill estate house on July 15, 2023.

The District was granted public occupancy for the Pickerill estate house by Brian Holdiman, Kendall County Code Official.

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

No reports were provided from either Committee at this time.

**XX. Public Comments**

No public comments were offered from citizens in attendance.

**XXI. Executive Session**

None.

**XXII. Summary of Action Items**

Director Guritz, provided a summary of action items to be presented to Commission for approval.

**XXIII. Adjournment**

Commissioner Shanley made a motion to adjourn. Seconded by Commissioner Wormley. Aye, all. Opposed, none. Meeting adjourned at 5:52 pm.

Respectfully submitted,

David Guritz  
Director, Kendall County Forest Preserve District

# Claims Listing

7/12/2023 11:04:43 AM

Department	Vendor #	Vendor Name	Invoice #	Invoice Description	GL Account	Description	Invoice Amount
Ellis Barn	1323	MENARDS	74710	Paper towels, cedar plank	19001161	68580	\$21.70
	1323	MENARDS	75100	Blade set, brace, lock nut, washer	19001161	68580	\$85.57
					<b>Sub-Total</b>		<b>\$107.27</b>
					<b>Ellis Barn</b>	<b>Total</b>	<b>\$107.27</b>
Ellis Grounds	1060	JOHN DEERE FINANCIAL	1113-41567071523	Ellis-Pest Strips, repel spray, roundup	19001162	68580	\$84.94
					<b>Sub-Total</b>		<b>\$84.94</b>
					<b>Ellis Grounds</b>	<b>Total</b>	<b>\$84.94</b>
Ellis House	541	FIRST NATIONAL BANK OF OMAHA	Vick6660071523	Vick Credit Card-June 2023	19001160	62000	\$12.74
					<b>Sub-Total</b>		<b>\$12.74</b>
					<b>Ellis House</b>	<b>Total</b>	<b>\$12.74</b>
Ellis Riding Lessons	51	SYNCB/AMAZON	13FX-YHRG-MQK6	Purina Cat Food	19001164	63000	\$34.44
	541	FIRST NATIONAL BANK OF OMAHA	Guritz3583071523	Guritz Credit Card June 2023	19001164	63000	\$394.79
	541	FIRST NATIONAL BANK OF OMAHA	Vick6660071523	Vick Credit Card-June 2023	19001164	63000	\$31.14
					<b>Sub-Total</b>		<b>\$460.37</b>
				<b>Ellis Riding Lessons</b>	<b>Total</b>	<b>\$460.37</b>	

Ellis Sunrise Center	541	FIRST NATIONAL BANK OF OMAHA	Guritz358307152 3	Guritz Credit Card June 2023	19001167	63000	Animal Care & Supplies	\$394.78
							<i>Sub-Total</i>	<b>\$394.78</b>
					<b>Ellis Sunrise Center</b>		<b>Total</b>	<b>\$394.78</b>
Ellis Weddings	3131	GROOT INC	10800765T102	Refuse and Recycling Services	19001168	63070	Refuse Pickup	\$119.79
							<i>Sub-Total</i>	<b>\$119.79</b>
					<b>Ellis Weddings</b>		<b>Total</b>	<b>\$119.79</b>
Environmental Education Camps	541	FIRST NATIONAL BANK OF OMAHA	Guritz358307152 3	Guritz Credit Card June 2023	19001177	63030	Program Supplies	\$61.23
	541	FIRST NATIONAL BANK OF OMAHA	Wiencke3433071 523	Wiencke Credit Card-June 2023	19001177	63030	Program Supplies	\$23.71
							<i>Sub-Total</i>	<b>\$84.94</b>
Forest Preserve Director					<b>Environmental Education Camps</b>		<b>Total</b>	<b>\$84.94</b>
	51	SYNCB/AMAZON	1Q9M-V7WC-VJNX	Outdoor Speaker for Pickerill	190011	62000	Office Supplies	\$166.98
	51	SYNCB/AMAZON	1RNN-CT4C-PKD7	No Entry Signs for Pickerill, paperclips	190011	62000	Office Supplies	\$29.32
	541	FIRST NATIONAL BANK OF OMAHA	Guritz358307152 3	Guritz Credit Card June 2023	190011	62000	Office Supplies	\$17.27
	541	FIRST NATIONAL BANK OF OMAHA	White593107152 3	White Credit Card-June 2023	190011	62000	Office Supplies	\$75.49
	1304	MARCO TECHNOLOGIES, LLC	505531574F	Copiers 6/28-7/28/23	190011	62000	Office Supplies	\$241.67
							<i>Sub-Total</i>	<b>\$530.73</b>

**Forest Preserve  
Director**

5	AAREN PEST CONTROL	40383	Pickerill Shelter Pest Treatment	190011	62150	Contractual Services	\$175.00
3656	MINOOKA CCSD #201	222328	Abatement Services	190011	62150	Contractual Services	\$9.00
						<b>Sub-Total</b>	<b>\$184.00</b>
2047	COMED	09270071630715 23	ComEd Richard Young	190011	63510	Electric	\$23.22
2047	COMED	55147100050715 23	ComEd Harris Arena	190011	63510	Electric	\$25.99
2047	COMED	55147110020715 23	ComEd Harris	190011	63510	Electric	\$90.90
						<b>Sub-Total</b>	<b>\$140.11</b>
3683	BARRY J NILES	06292022	Windows Ellis	190711	66500	Miscellaneous Expense	\$1,110.00
						<b>Sub-Total</b>	<b>\$1,110.00</b>
1665	SHAW MEDIA	10085118071523	Website Hosting	190011	68430	Marketing / Publicity	\$59.99
						<b>Sub-Total</b>	<b>\$59.99</b>
51	SYNCB/AMAZON	141P-GXNF-31V7	door stoppers, plastic clothes hangers,	190711	68500	Project Fund Expenses	\$65.96
51	SYNCB/AMAZON	1HVC-9CJR-XMV6	Pedestal floor fans	190711	68500	Project Fund Expenses	\$449.97
51	SYNCB/AMAZON	1TTK-1LRQ-YD9N	Pedestal floor fan	190711	68500	Project Fund Expenses	\$149.99
541	FIRST NATIONAL BANK OF OMAHA	White5931071523	White Credit Card-June 2023	190711	68500	Project Fund Expenses	\$1,301.80
695	GROUND EFFECTS INC	485108-000	Straw Blanket-Pickerill	190711	68500	Project Fund Expenses	\$35.25

1247	LEO'S	3435	donor photo plaques	190711	68500	Project Fund Expenses	\$535.00
1323	MENARDS	74723	Edging, spike-Pickerill	190711	68500	Project Fund Expenses	\$44.98
1323	MENARDS	75744	Pickerill screws, hardware	190711	68500	Project Fund Expenses	\$45.00
1323	MENARDS	75758	Pickerill cleaning supplies	190711	68500	Project Fund Expenses	\$79.83
4394	MY CHEF CATERING	07-15-2023	Pickerill Estate House opening Event Catering	190011	68500	Project Fund Expenses	\$5,178.50
						<b>Sub-Total</b>	<b>\$7,886.28</b>
49	AMALGAMATED BANK OF CHICAGO	1857567007	Trust #1857567007	191511	68640	Fiscal Agent Fee	\$475.00
						<b>Sub-Total</b>	<b>\$475.00</b>
						<b>Forest Preserve Director Total</b>	<b>\$10,386.11</b>
506	ELBURN NAPA, INC.	4860071523	Vehicle Parts/supplies	19001183	62160	Equipment	\$230.64
1477	O'MALLEY WELDING & FABRICATING INC	07152023	Ellis Mower Repairs	19001183	62160	Equipment	\$65.00
						<b>Sub-Total</b>	<b>\$295.64</b>
1153	KENDALL CO HIGHWAY DEPT	July 2023 Fuel	July 2023-Gas and Diesel	19001183	62180	Gasoline / Fuel / Oil	\$1,412.42
						<b>Sub-Total</b>	<b>\$1,412.42</b>
487	DUY'S SHOES	100353	Embroidery for staff uniforms	19001183	62400	Uniforms / Clothing	\$270.00
						<b>Sub-Total</b>	<b>\$270.00</b>
3131	GROOT INC	10800765T102	Refuse and Recycling Services	19001183	63070	Refuse Pickup	\$430.10
						<b>Sub-Total</b>	<b>\$430.10</b>

Grounds and Natural Resources	1323	MENARDS	75043	Crack filler	19001183	63110	Shop Supplies	\$31.42
	1323	MENARDS	75108	Crack filler, blacktop filler	19001183	63110	Shop Supplies	\$31.42
	1950	YORKVILLE ACE & RADIO SHACK	400515071523	Caulk Rod	19001183	63110	Shop Supplies	\$19.57
							<b>Sub-Total</b>	<b>\$82.41</b>
	1849	VERIZON	9937618085	Cell Phone Services	19001183	63540	Telephones	\$168.26
	3837	T-MOBILE	982008249071523	Cell Phone Services	19001183	63540	Telephones	\$340.97
							<b>Sub-Total</b>	<b>\$509.23</b>
					<b>Grounds and Natural Resources</b>		<b>Total</b>	<b>\$2,999.80</b>
	893	IL ENVIRONMENTAL PROTECTION AGENCY	ILG551014 07152023	NPDES Annual Fees-Sewage-Hoover	19001171	62270	Utilities	\$500.00
							<b>Sub-Total</b>	<b>\$500.00</b>
4383	MICHELLE SPATAFORA-BLAU	23-00063	MHL Sec Dep Refund	19001171	63040	Security Deposit Refund	\$105.00	
4384	REBECCA BUTLER	23-00187	KF Sec Dep Refund	19001171	63040	Security Deposit Refund	\$100.00	
4385	JENNIFER NIEVES	23-00066	MHL Sec Dep Refund	19001171	63040	Security Deposit Refund	\$195.00	
4386	PATRICIA VILCHEZ	23-00097	MHL Sec Dep Refund	19001171	63040	Security Deposit Refund	\$150.00	
						<b>Sub-Total</b>	<b>\$550.00</b>	
Hoover								

Hoover	2047	COMED	07560810170715 23	ComEd Hoover Bathroom	19001171	63100	Electric	\$103.24
	2047	COMED	0793673015 - 07 -23		19001171	63100	Electric	\$949.62
	2047	COMED	1938021081-7- 23	electricity Hoover residence	19001171	63100	Electric	\$57.94
							<b>Sub-Total</b>	<b>\$1,110.80</b>
	5	AAREN PEST CONTROL	MHL Pest Treatment	MHL, bunkhouse pest treatment	19001171	63120	Building Maintenance	\$95.00
							<b>Sub-Total</b>	<b>\$95.00</b>
							<b>Total</b>	<b>\$2,255.80</b>
Pickerill - Pigott	2047	COMED	55142280110715 23	ComEd Pickerill House	19001184	63100	Electric	\$358.63
	2047	COMED	55142290270715 23	ComEd Pickerill	19001184	63100	Electric	\$14.16
							<b>Sub-Total</b>	<b>\$372.79</b>
							<b>Total</b>	<b>\$372.79</b>
							<b>Grand Total</b>	<b>\$17,279.33</b>



Kendall County Forest Preserve District  
Designated Horse Trail License Agreement  
Millbrook Trail Rides LLC

This License Agreement (“Agreement”) is entered into upon the date of the last signature below, by and between the Kendall County Forest Preserve District, a body politic and Illinois unit of local government (hereinafter the “District”), and Millbrook Trail Rides, LLC (hereinafter the “Licensee”), a licensed for profit business in the State of Illinois.

RECITALS

1. The District owns the Millbrook North Forest Preserve in Millbrook, Illinois.
2. Millbrook North Forest Preserve contains an unimproved turf trail corridor (“License Area”).
3. Licensee desires to use, and provide assistance maintaining, the License Area and Trail Corridor as specified in **Exhibit A** to conduct guided horse trail rides (the “Programs”) for the Millbrook Trail Rides, LLC paying clients. (Exhibit A is attached and incorporated into this Agreement by reference).

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the District and Licensee agree as follows:

1. Incorporation

The foregoing recitals are hereby incorporated into this section as if fully reinstated herein.

2. Grant of License - License Period

Subject to the terms and conditions contained in this Agreement, the District grants to Licensee **an initial license (the “License”) for the pilot period beginning on July 18, 2023 and ending on September 25, 2023** to use the License Area to conduct the Programs on the dates and during the hours specified within the attached **Exhibit B**. Exhibit B is attached and incorporated into this Agreement by reference. Such use in accordance with this Agreement is hereinafter referred to as the “Licensed Use”. The District shall issue ten (**10**) special use permit tags representing the total number of horses owned or leased and used by Licensee, Licensee’s employees and/or agents, and the Licensee’s trail riders, customers and/or clients for the Licensed Use of the License Area. Licensee’s employees, agents and clients also shall have a non-exclusive right to use of the Licensed Area. Special Use Permit tags will be carried by the trail riding guide at all times while within the Millbrook North Forest Preserve License Area.

3. Supplementary Scheduling

Requests by Licensee for use of the License Area to conduct Programs on dates and/or times other than those specified on Exhibit B, and negotiated schedules thereafter, shall be made in writing at least fourteen (14) days in advance, and shall be subject to District policies and

scheduling priorities. Each such supplementary use approved shall be subject to the terms and conditions of this Agreement.

The District reserves the right, and intends, to communicate trail access restrictions, including closing sections of the designated trail corridor to address safety hazards, support farm license or trail corridor management activities, or to address other preserve maintenance needs. The District shall work to provide as much advance notification as possible to the Licensee for any required closures to avoid scheduled use conflicts.

#### 4. Non-Exclusive License

The License shall be non-exclusive, and the District shall continue its use of the License Area subject to Licensee's scheduled use of such property pursuant to the terms and conditions of this Agreement. The District shall have the right, but not the obligation, to enter onto the License Area at any time to inspect, maintain, repair, replace and reconstruct any improvements located thereon, in such manner as to not unreasonably interfere with the rights of the Licensee under this agreement.

This Agreement is not, and does not, constitute a lease or other rental agreement, and Licensee's non-exclusive right to use the License Area may be terminated by the District's Board of Commissioners in accordance with the terms set forth in this Agreement.

#### 5. Payment Provisions

Licensee shall provide a lump sum payment to the District of one dollar (\$1.00) paid in hand representing payment in full for the "pilot" License period for use of the License Area in accordance with the License Period and Exhibit B schedule. Future license fees will be determined in subsequent annual license agreements. License fees shall be offset by the Licensee's volunteer contributions necessary to complete clearing the designated trail corridor for the Licensed Use and for both parties' benefit.

The full license fee determined by the District's Board of Commissioners shall be due within fourteen days (14) following execution by both parties of any future agreement by which Licensee is issued a license for a License Period.

#### 6. Trail Maintenance

Licensee, through its contractors, employees, principals, agents and/or volunteers may, at its own expense, perform routine maintenance within the Licensed Area and defined trail corridor only. Licensee may use both hand and gas/battery powered tools, chain saws, and all-terrain vehicles for access within the designated trail corridor to support trail maintenance activities during the license period. Licensee shall not make any structural improvements and/or changes, except those related to said routine maintenance, to the District's property without the prior express written consent of the District.

**Additionally, Licensee shall cleanup/pick-up and properly dispose of all trash and debris from the Licensed Area following any Licensed Use.**

Licensee may contract out maintenance of the trail corridor provided that any contractor engaged by the Licensee for such purpose, or any subcontractor of such contractor, is approved

by the District and complies with the insurance and indemnification requirements contained herein.

Licensee is restricted from applying herbicides or other chemicals within the forest preserve. Any necessary use of chemicals for management of natural areas shall be applied by the District at the District's expense.

Licensee shall include the following provisions in any written agreements with contractors who will be tasked with activities in the License Area:

- a. Contractor shall indemnify, hold harmless and defend with counsel of the Kendall County Forest Preserve District's (the "KCFPD") own choosing, the KCFPD, its officials, officers, employees, including their past, present, and future Commissioners, elected officials and agents from and against all liability, claims, suits, demands, proceedings and actions, including costs, reasonable fees and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property (collectively, "Claims"), to the extent such Claims result from the performance of this contract by Contractor or those Claims are due to any negligent, intentional, or willful acts, errors, omissions or misconduct of Contractor in its performance under this Agreement. Nothing contained herein shall be construed as prohibiting the KCFPD, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Indemnification obligations shall survive the termination of this Agreement.
- b. Contractor will obtain and continue in force, during the term of this Agreement, all insurance as set forth below. Each insurance policy shall not be cancelled or changed without thirty (30) days prior written notice, given by the insurance carrier to the Kendall County Forest Preserve District ("KCFPD"). Before starting work hereunder, Contractor shall deposit with the KCFPD certificates evidencing the insurance it is to provide hereunder: (a) Worker's Compensation and Occupational Disease Disability insurance, in compliance with the laws of the jurisdiction where the work is being performed, (b) Employer's comprehensive general liability insurance for both personal injury and property damage in the minimum amount of \$1,000,000 per occurrence and \$4,000,000 aggregate per policy, and (c) and Equine Professional liability insurance in the minimum amount of \$25,000 combined limit with \$10,000 for each claimant act and \$10,000 for each wrongful act. The KCFPD shall be named as an Additional Insured on a Primary and Non-Contributory basis with respect to all liability coverage. Further, all liability and workers' compensation policies must include a waiver of subrogation in favor of the KCFPD. The KCFPD shall also be designated as the certificate holder. The KCFPD's or Millbrook Trail Rides, LLC failure to demand such certificate of insurance shall not act as a waiver of Contractor's obligation to maintain the insurance required under this Agreement. The insurance required under this Agreement does not represent that coverage and limits will necessarily be adequate to protect Contractor, nor be deemed as a limitation on Contractor's liability to the KCFPD in this Agreement.

Contractor will also obtain Insurance against damage or destruction to the District's property and all Property, whether or not owned by the District; that is located at the site of the work, providing "all risk" peril coverage, in the amount of 100% of replacement costs (collectively "All Risk Insurance"). Such insurance shall have an agreed amount endorsement if available.

All policies of insurance required hereunder shall be written by carriers which possess an A- policyholders rating or better and a minimum Class VII financial size category as listed at the time of issuance by A.M. Best Insurance Reports (the aforesaid rating classifications to be adjusted if and to the extent that Best adjusts its rating categories).

At the request of the Licensee, the District will consider reducing insurance and liability coverage limits for Licensee contractors. Licensee shall submit written requests specifically outlining the work to be performed and available insurance coverage limits to the District at least forty-five (45) days in advance of the work to be performed in order to provide sufficient time for the District to consider and approve or deny the Licensee's request. At least thirty (30) days prior to the beginning of any such contract or subcontract work on the License Area, Licensee shall submit to the District a list of all persons or entities who will provide maintenance services on behalf of the Licensee ("Maintenance Contractors") together with their certificates of insurance demonstrating compliance with the insurance requirements set forth above. The District may require, but is not obligated to provide, its approval of Maintenance Contractors prior to the services being rendered, and if required such approval shall not be unreasonably withheld or delayed.

Prior to performing maintenance on the Licensed Areas, Licensee shall provide to the District in writing the name, address, telephone number and email address of the contractor hired to complete any maintenance work and that of the Licensee's authorized representative(s) who will have authority to make decisions and take actions on behalf of the Licensee, with respect to this Agreement, and Licensee's obligations hereunder, including in the event of an emergency situation requiring immediate action.

The District shall have the exclusive right to designate the route, if allowed, for machinery and equipment across District property and the placement of materials on District property for all such activity. District, Licensee and any above described Maintenance Contractors shall reasonably cooperate with respect to the commencement, timing and location of such activities so as not to unreasonably disturb or interfere with the District's and/or public's activities elsewhere on District property.

The Maintenance Contractors shall comply with all federal, state and local rules, regulations and licensing requirements, including without limitation licensing requirements of Kendall County, in the conduct of their business and the performance of maintenance services.

The District, at any time, for any reason and at the District's sole discretion, may require any of Licensee's Maintenance Contractors, other contractors and/or subcontractors to be removed and enjoined from performing any further work on District property.

The District shall have no liability or responsibility for the protection, safety or condition of the Licensed Area, the Licensee's or Licensee's contractor's agents, equipment, employees, horses or trail riders/users, and the Licensee hereby waives any and all claims against the District in regard to the same.

Licensee shall immediately advise the District of any damage to any District property, including District facilities within the License Area, after each and every use of the License Area by the Licensee. Any turf impacts shall be the responsibility of the Licensee to promptly address by the Licensee or Licensee's Maintenance Contractors as part of the Licensee's maintenance functions.

The District shall assume no liability or responsibility for property lost or stolen on District property, or for personal injuries sustained on District property during Licensee's use of any District property and Licensee hereby agrees to waive any claim against the District for any such claims and to indemnify the District against any and all such claims against the District in regard to same.

The Licensee shall provide a copy of, and name the District (as "Kendall County Forest Preserve District, Kendall County, Illinois") as releasee and protected entity within, the Waiver of Liability signed by all Licensee clients, customers or users as provided and set forth in **Exhibit C**.

#### 7. Indemnification

To the extent allowable by law, Licensee shall indemnify, hold harmless and defend with counsel of the District's own choosing, the District, its officials, officers, employees, including their past, present, and future Commissioners and agents from and against all liability, claims, suits, demands, proceedings and actions, including costs, reasonable fees and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property (collectively, "Claims"), to the extent such Claims directly or indirectly result from the Licensee's usage of the License Area or those Claims are due to any negligent, intentional and/or willful acts, errors, omissions or misconduct of Licensee in its performance of the management of the subject Programs or any other activities under this License. Nothing contained herein shall be construed as prohibiting the District from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Indemnification obligations shall survive the termination of this Agreement.

To the fullest extent permitted by the laws of the State of Illinois, Licensee hereby waives any and all rights or claims Licensee may have at any time against the District, its Commissioners, officers, agents and employees for injury to or the death of any person, or for damage, destruction or loss of any property, sustained or incurred by Licensee or any person claiming by, through or under Licensee in connection with the exercise by such persons and the rights and privileges granted to Licensee hereunder, or the conduct of the Licensed Use, except to the extent that such loss, damage or destruction is caused by the willful and wanton conduct of the District or District's agents and employees. Licensee also waives any claims for any personal injury or any loss or damages caused by fire, vandalism, theft or other casualty, to or of any vehicle, equipment, merchandise or personal property on District property at any time during the License Period.

Further, Licensee's Maintenance Contractors shall indemnify the District and at their sole expense shall provide and maintain adequate insurance as outlined in Paragraph 6. Nothing in this Agreement shall be deemed to constitute a waiver by the District of any immunity from liability which the District may now or hereafter possess under Illinois law, whether by statute, common law, or otherwise.

#### 8. Provision and Maintenance of Equipment

Licensee and Licensee's Maintenance Contractors shall be responsible for selecting only equipment that meets any and all safety standards and ratings applicable to such equipment. It is further understood that the District shall have no obligation to provide any of the above-referenced equipment.

## 9. Licensee's Rights and Obligations

In all Licensed Use, Licensee shall adhere to all applicable County and District ordinances, rules, regulations, policies, and procedures. Licensee and all of Licensee's employees, contractors, volunteers, members, agents, principals, and participants shall follow the District's General Use Ordinance whenever on District Property. (General Use Ordinance is available here: [www.kendallcountyil.gov/home/showpublisheddocument/977/638059323693670000](http://www.kendallcountyil.gov/home/showpublisheddocument/977/638059323693670000).) Violation of the District's General Use Ordinance shall result in the immediate suspension of this License Agreement and any active License pending review of the violation and determination of penalty by the District's Board of Commissioners.

Licensee shall inspect the Licensed Areas prior to executing this Agreement to determine that the License Area is reasonably suited for the use(s) contemplated by the Licensee. Thereafter, Licensee shall inspect the Licensed Areas prior to and subsequent to each use by Licensee to identify any potential safety hazards. Licensee shall take all reasonable and appropriate measures to protect all Program participants and officials and any other persons reasonably anticipated to be present during, or involved in, the Licensed Use, from known safety hazards. Licensee shall promptly advise the District of any known safety hazards prior to using, or allowing its participants to use, the subject License Area.

Licensee shall use the Licensed Area at its own risk. Licensee is solely responsible for any and all supervision and security services for the Programs, and acknowledges that the District shall not provide, nor shall it be obligated to provide, any security or protection in connections with the Licensees use of the License Area.

## 10. Term, Termination and Modification

The District reserves the right to alter the terms and conditions of the License, or to terminate the License, after providing fourteen (14) days advance written notice if the District is cancelling the license due to no cause of Licensee.

If the District cancels the License Agreement without cause, a prorated refund of the license fee for that License Period and remaining portion of the security deposit will be refunded to the Licensee. The percentage of the prorated refund will be calculated based on the ratio of remaining days scheduled for use divided by the total number of scheduled use days within each license year as provided in Exhibit B, or subsequent negotiated use schedules.

Unless sooner terminated in accordance with the provisions of this Agreement, and subject to the survival of certain obligations as provided in this Agreement, this Agreement shall terminate for all purposes on September 15, 2023. Use of designated trail by the Licensee after this date will be considered a violation of the District's General Use Ordinance.

## 11. No Third Party Beneficiary / Joint Venture

This Agreement is entered into solely for the benefit of the District and Licensee, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entirety who is not a party to this Agreement, or to acknowledge, establish or impose any legal duty to any third party. This Agreement does not create, acknowledge, or imply a joint league, joint function, joint venture, or joint enterprise between the Licensee and District.

## 12. Liens

Licensee covenants and agrees that it will not permit or suffer any lien to be put upon, or arise or accrue against the District's Property or the License Area, in favor of any person or persons, individual or corporate, for furnishing either labor or material, for equipment supplied to or work to be performed on District property or the License Area. Licensee further covenants and agrees to hold the District, District property and the Licensed Area free from any and all liens, or rights of claims of lien, which may, or might arise or accrue under, or be based upon any mechanic's lien law, or other similar laws, of the State of Illinois, now or hereafter in force.

All contracts and agreements that may be made by Licensee, relating to the provision of labor or material for any work to be performed on the Licensed Area, shall expressly state that the interest of the District in and to the Licensed Area shall be wholly free from, and not subject to any lien or claim of any contractor, subcontractor, mechanic, materialman or laborer, whether based upon any law or regulations of the State of Illinois, or any other authority, now or hereafter in force to be enacted, and Licensee also hereby agrees and covenants that it will not enter into any contract for such work, which shall not, in express terms, contain the aforesaid provisions.

## 13. General Provisions

The indemnification provisions set forth in this Agreement and all other rights and obligations of the District and Licensee which by their terms must necessarily be exercised or performed after the termination of this Agreement or expiration of the License Period, shall survive such termination or expiration.

This Agreement shall be construed in accordance with the law and Constitution of the State of Illinois. If any provision of this Agreement is declared invalid or unenforceable, the remaining provisions shall continue in full force and effect to the fullest extent permitted by law.

The parties agree that the venue for any legal proceedings between them shall be the Circuit Court of Kendall County, Illinois, Twenty-Third Judicial Circuit, State of Illinois.

Licensee 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 contractors and to conduct business in the state, municipality, county and location. Such obligation includes, but is not limited to, environmental laws, civil rights laws, prevailing wage and labor laws.

It is understood and agreed to by the parties that all contracts entered into by a government body, such as Kendall County, are open to public review and as such will be on file with the County Clerk's office and may be discussed in open session pursuant to the Illinois Open Meetings Act (5 ILCS 120/1 *et seq.*) and/or may be released pursuant to the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*).

Any notice required or permitted to be given pursuant to this Agreement shall be duly given if sent by fax, certified mail, or courier service and received, in the case of notice to the District, Kendall County Forest Preserve District, Attention: Director, 110 West Madison Street, Yorkville, Illinois, 60560, fax (630) 553-4023 with copy sent to: Kendall County State's Attorney, 807 John Street, Yorkville, Illinois, 60560, fax (630) 553-4204. And, in the case of Licensee, to: Millbrook Trail Rides, LLC 8078 Whitfield Road, Millbrook, IL 60536. Neither party shall assign, sublet, sell, or transfer its interest in this Agreement without the prior written consent of the other.

No waiver by the District of any default of Licensee shall be implied from any omission by the District to take any action on account of such default if such default persists or be repeated., and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated.

Headings of sections are for convenience only and do not limit or construe the contents of the sections.

This Agreement represents the entire and integrated Agreement between the District and Licensee and supersedes all prior written and/or oral negotiations, representations or agreements between the District and Licensee. To be valid, any amendment or modification to this Agreement must be in writing, dated a date subsequent to the date of this Agreement, and signed by both parties.

Licensee, 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, the Illinois Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended, and all applicable rules and regulations. Licensee, its officers, employees, subcontractors, and agents 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.

Licensee certifies that Licensee, 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). Licensee further certifies by signing the Agreement documents that Licensee, its parent companies, subsidiaries, and affiliates have not been convicted of, or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 et seq.; and has not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that Officer's or employee's official capacity. Nor has Licensee made an admission of guilt of such conduct that is a matter of record, nor has any official, officer, agent, or employee of the company been so convicted nor made such an admission.

Both parties affirm no Kendall County officer or elected official has a direct or indirect pecuniary interest in Licensee or this Agreement, or, if any Kendall County officer or elected official does have a direct or indirect pecuniary interest in Licensee or this Agreement, that interest, and the procedure followed to effectuate this Agreement has a will comply with 50 ILCS 105/3.

In any action with respect to this Agreement, the parties are free to pursue any legal remedies at law or in equity. If Kendall County is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this Agreement, and by reason thereof, Kendall County is required to use the services of an attorney, then Kendall County shall be entitled to reasonable attorneys' fees, court costs, expenses and expert witness fees incurred by Kendall County pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.

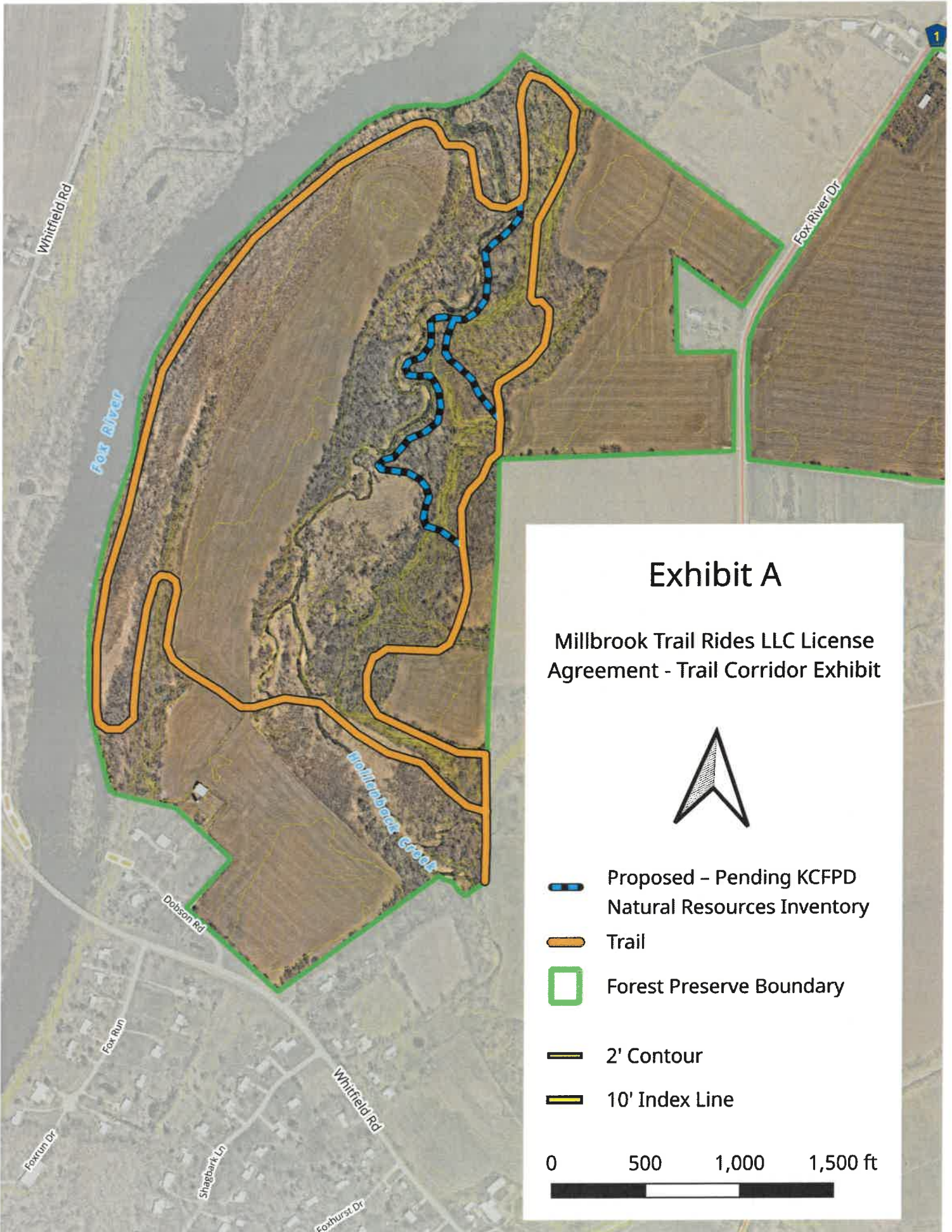


The parties each hereby warrant and represent that their respective signatures set forth below have been and are on the date of this Agreement duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.

IN WITNESS WHEREOF, the District and the Licensee has caused this Agreement to be executed by a duly authorized officer thereof as of the date first above written.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Brian DeBolt, President  
Kendall County Forest Preserve District






By: \_\_\_\_\_ Date: \_\_\_\_\_  
Edward Sleezer, Owner  
Millbrook Trail Rides

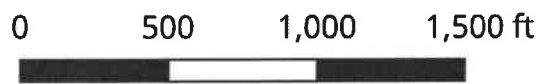


# Exhibit A

Millbrook Trail Rides LLC License Agreement - Trail Corridor Exhibit



-  Proposed - Pending KCFPD Natural Resources Inventory
-  Trail
-  Forest Preserve Boundary
-  2' Contour
-  10' Index Line



**Exhibit B: Millbrook North Forest Preserve – Designated Trail Corridor Schedule for Access**  
Millbrook Trail Rides License Agreement

**Dates for Access:**

Pilot year:

July 18, 2023 to September 25, 2023

Subsequent License Periods (Subject to Commission approval):

April 1 to September 25

**Access Days and Times**

Wednesdays 10 am to 6 pm

Thursdays 9 am to 4 pm

Fridays 10 am to 6 pm

Saturdays 10 am to 6 pm

Sundays 9 am to 4 pm

## **Millbrook Trail Rides and Kendall County Forest Preserve District Equine Activity Liability Waiver and Release**

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To: Millbrook Trail Rides, LLC (hereafter called MTR) & KENDALL COUNTY FOREST PRESERVE DISTRICT, ILLINOIS, a municipal Corporation (hereinafter called Forest Preserve), and its Commissioners, Employees, Agents and Volunteers.

I, the undersigned, desire to participate in Millbrook Trail Rides, LLC (MTR) equestrian-related riding activities at the Kendall County Forest Preserve District's Millbrook North Forest Preserve, including but not limited to, riding, horse-handling, ground crew, or being present at equestrian activities as an observer or other activity related, however slight, to equestrian activities at events held by the MTR and Kendall County Forest Preserve and subject to the rules of the MTR/Forest Preserve presently in force and as modified from time to time, and under the direction and control of authorized MTR/Forest Preserve personnel. I have read the instructions related to the MTR/Forest Preserve equestrian-related activities, and agree to abide by all its terms and conditions as set forth therein and as modified from time to time hereafter.

In consideration of the MTR/Forest Preserve accepting the undersigned for participation in equestrian-related and trail riding activities and the educational and other benefits to be received by the undersigned, and with the understanding that a horse may be startled by sudden movement, noise or other factors, and may shy suddenly, rear, stop short, bite, buck, kick, or run with its rider, especially when the ride is conducted through an outdoor or natural setting as lessons and trail rides will be, I hereby assume all risks of any nature whatsoever related to the program including, but not limited to, those risks set out above, and on my own behalf, on behalf of my child or ward, and on behalf of my child's ward's heirs, executors, and administrators.

I give permission to MTR/Kendall County Forest Preserve to use my (or my child's / ward's) photographic likeness in all forms and media for advertising, trade, and any other lawful purposes.

By checking this box, I decline these photographic permissions.

I understand that at no time am I an employee or agent of the MTR/Forest Preserve, its Commissioners, Employees, Agents, and Volunteers.

- a) I voluntarily waive, release, and hold harmless the MTR/Forest Preserve, its elected officials, officers, employees, agents, and other volunteers from any and all claims, causes of action and damages for bodily injury or death that I may suffer as a result of, or in any manner connected with, directly or indirectly, my participation in equestrian-related activities associated with the MTR/Kendall County Forest Preserve District when such bodily injury or death is the result of my own negligent or intentional acts or omissions of another program student. I understand that this waiver and release precludes my right to recovery of damages in the event I am injured in the course of my participation in equestrian-related activities associated with the MTR/Kendall County Forest Preserve.
- b) I shall defend, hold harmless and indemnify the MTR/Forest Preserve, its elected officials, officers, employees, agents and other volunteers from and against all damagers, claims, liabilities, causes of action, judgments, settlements, costs and expenses (including but not limited to reasonable expert witness and attorney fees) that may at any time arise or be claimed by any person as a result of bodily injury, death or property damage, or as a result of any other claim or cause of action of any nature whatsoever, arising from or in any manner connected with, directly or indirectly, my negligent or intentional acts or omissions in my participation in equestrian-related activities associated with the MTR/Kendall County Forest Preserve.

**EXHIBIT C: Equine Activity Liability Waiver and Release**

I have read, fully understand and agree to the assumption of risk, waiver, and release, hold harmless and indemnification terms as set forth above.

The participant's birthday is the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

If the participant is less than 18-years of age, the participant's parent(s) or guardian(s) must sign this Agreement on behalf of the participant, agreeing to the terms and conditions of this agreement

\_\_\_\_\_  
Participant Signature

\_\_\_\_\_  
Print Participant's Name

\_\_\_\_\_  
Parent or Guardian Signature

\_\_\_\_\_  
Print Parent or Guardian Name

Indicate signature relationship to student (circle one):      Father      Mother      Guardian

Mailing Address: \_\_\_\_\_

Emergency Contact Name and Number: \_\_\_\_\_

Date: \_\_\_\_\_ E-mail: \_\_\_\_\_

**Ordinance #23-02-001**  
**AMENDING ORDINANCE #22-09-002**

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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 805/8 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**, 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**, 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 20, 2022, the District's Board of Commissioners approved Ordinance #22-09-002 amending Resolution #22-06-001 "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 #22-09-002 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.

**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, Meadowhawk Lodge at Hoover Forest Preserve, and the Ken Pickerill Estate House within 250 feet of these buildings as part of an approved facility license 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 their designee, is hereby given authority to issue Permits, License Agreements for Use of District Facilities, 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, or License Agreement including, but not limited to any of the following:
1. Restricting the open dates for reserved Area or Facility use; the length of time an Area or Facility 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 and Facility License Agreements 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, or their designee is authorized to seek reasonable information regarding any proposed use, activity or privilege and require a record of such information on a Permit or Facility License Agreement application. No Person shall misrepresent, falsify or withhold such required information.
- e. No Person granted a Permit or Facility License Agreement 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 Facility License Agreement or registration fees as it deems proper and may change them from time to time.
- g. No Person shall obtain or use any Permit or Facility License Agreement without having first paid the established fee.
- h. All designated Areas, waters or facilities and all Permit or Facility License Agreement 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.

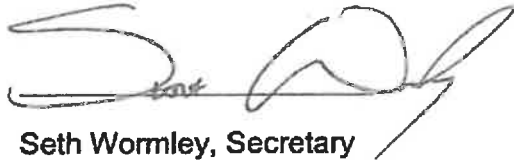
**Passed and approved by the President and Board of Commissioners of the District this 7<sup>TH</sup> day of February, 2023.**

Approved:



Brian DeBolt, President

Attest:

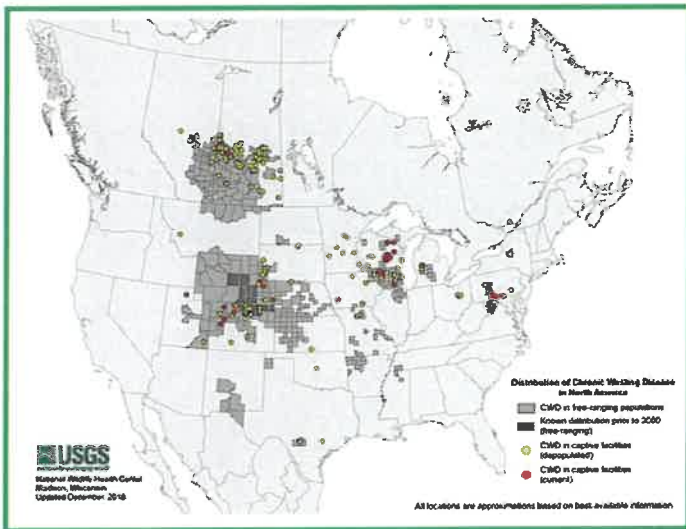


Seth Wormley, Secretary

- Amended November 7, 2012.
- Amended August 15, 2016.
- Amended May 6, 2017
- Amended September 18, 2018
- Amended June 21, 2022
- Amended September 20, 2022
- Amended February 07, 2023



# 2023 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 2023 Archery Deer Harvest Reporting and Hunting Regulations

Information Sheet

Designated Hunting Area Zone Maps

KCFPD General Use Ordinance #23-02-001

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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 2023 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 2023 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 2023 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 2023 Pilot Bow Hunt Program.

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

**Address:** \_\_\_\_\_  
                            **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 and can be selected for your zone).*

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, 2023 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.  
There will not be additional orientation dates.

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.

Wednesday, August 23      Harris Forest Preserve Shelters 1 & 4  
10460 Rt. 71 Yorkville, IL 60560  
5:30 PM

Saturday, August 26      Harris Forest Preserve Shelter 1 & 4  
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  
2023 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, 2023 in order to participate in the Kendall County Forest Preserve District's 2023 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 2023 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 2023 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: \_\_\_\_\_

-----  
*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 23-24 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, 2023 through January 14, 2024 in accordance with the IDNR 2023 Archery Deer Hunting Rules and Regulations (attached).

### Application Requirements and Registration Schedule

Application materials will be available electronically on August 3, 2023.

1. Applications will be accepted from 2022 pilot bow hunt program year permit holders only from the beginning of the day August 4, 2023, to the end of the day August 20, 2023.
2. Registration opens for Kendall County residents only from the beginning of the day August 10, 2023, to the end of the day August 20, 2023
3. In-county and out-of-county applications will be accepted from the beginning of the day August 16, 2023 until the end of the day August 20, 2023.
4. Registration will be closed after August 20, 2023, or after 85 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 eighty-five (85) 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 1, 2023.

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:

Wednesday, August 23 @ Harris Forest Preserve Shelters 1 & 4  
10460 Rt. 71 Yorkville, IL 60560  
5:30 PM

Saturday, August 26 @ Harris Forest Preserve Shelter 1 & 4  
10460 Rt. 71 Yorkville, IL 60560  
10:00 AM

These will be the only times offered for orientation. No additional times will be available.

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, 2023 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, 2023, 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
Jay Woods	1
Maramech-Little Rock Creek	8
Millbrook North	7
Millbrook South	4
Pickerill-Pigott	3
Richard Young	1
River Road Tree Mitigation	1
Subat	2

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 or codes 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 17-19, 2023 and November 30-December 3, 2023.**

#### 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 2023 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, 2023 and November 3, 2023. For the purposes of this program, an antlerless “button buck” will be treated as a doe.**

**Buck hunting is allowed beginning November 4, 2023, 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 or text the phone number on the District permit between 7 am and 10 pm that day or email [awhite@kendallcountyiil.gov](mailto:awhite@kendallcountyiil.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.

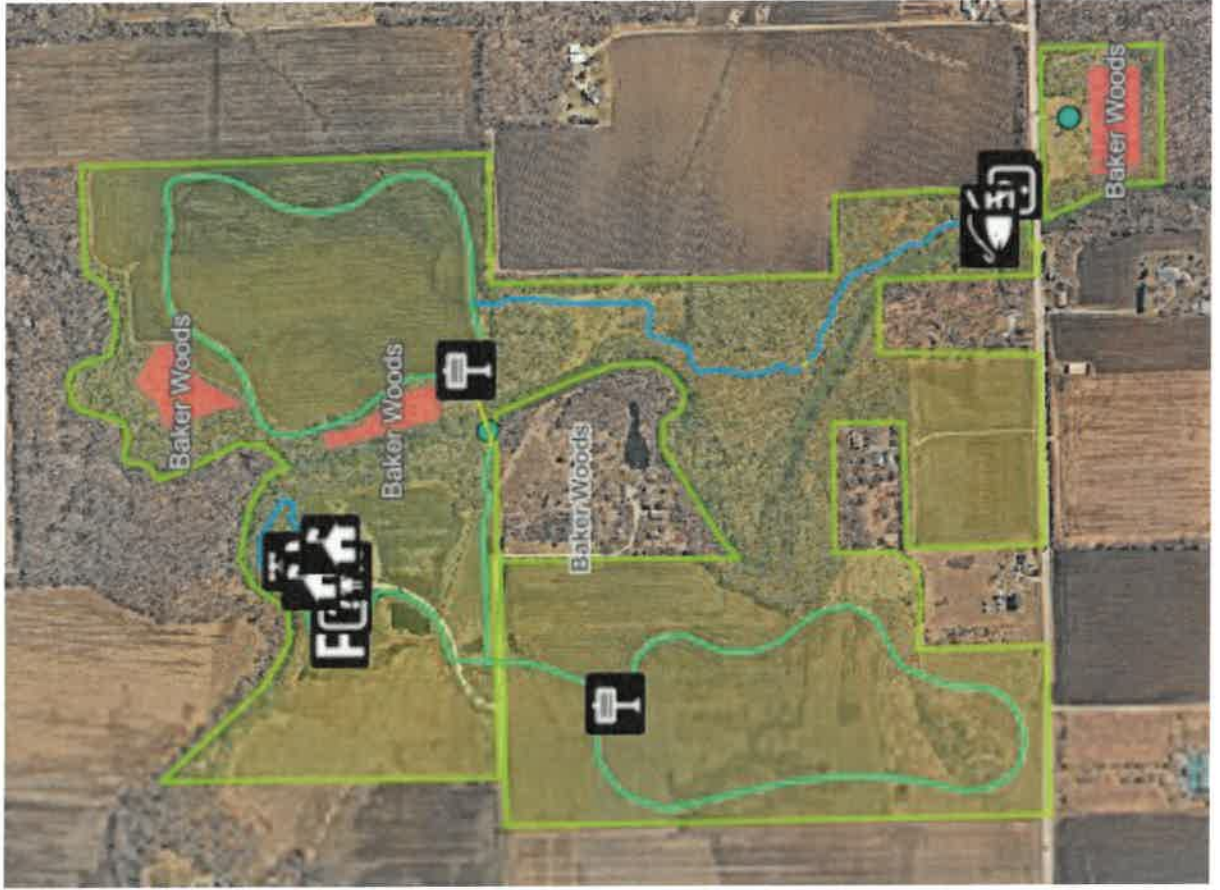
Ground-tracking of deer with a bow is not allowed with only one exception. Participants are allowed to trail a deer wounded by the participant, without an arrow nocked, until ready to dispatch the wounded deer to insure the deer is killed quickly and humanely.

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.*

# Baker Woods Forest Preserve



# Fox River Bluffs Forest Preserve

\*Note: New trail system and parking. Now open to the public.



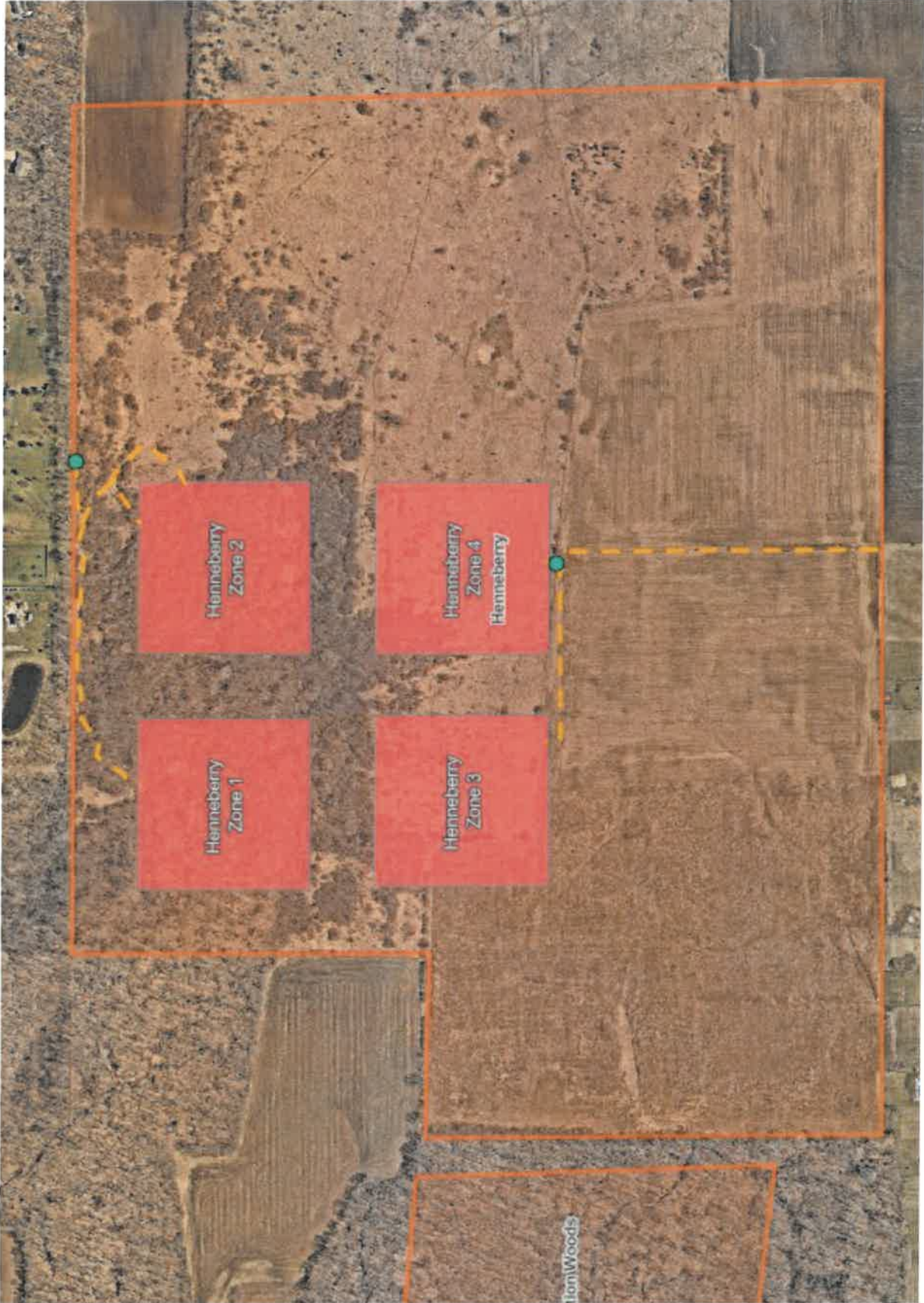


# Freeman Forest Preserve





# Henneberry Forest Preserve

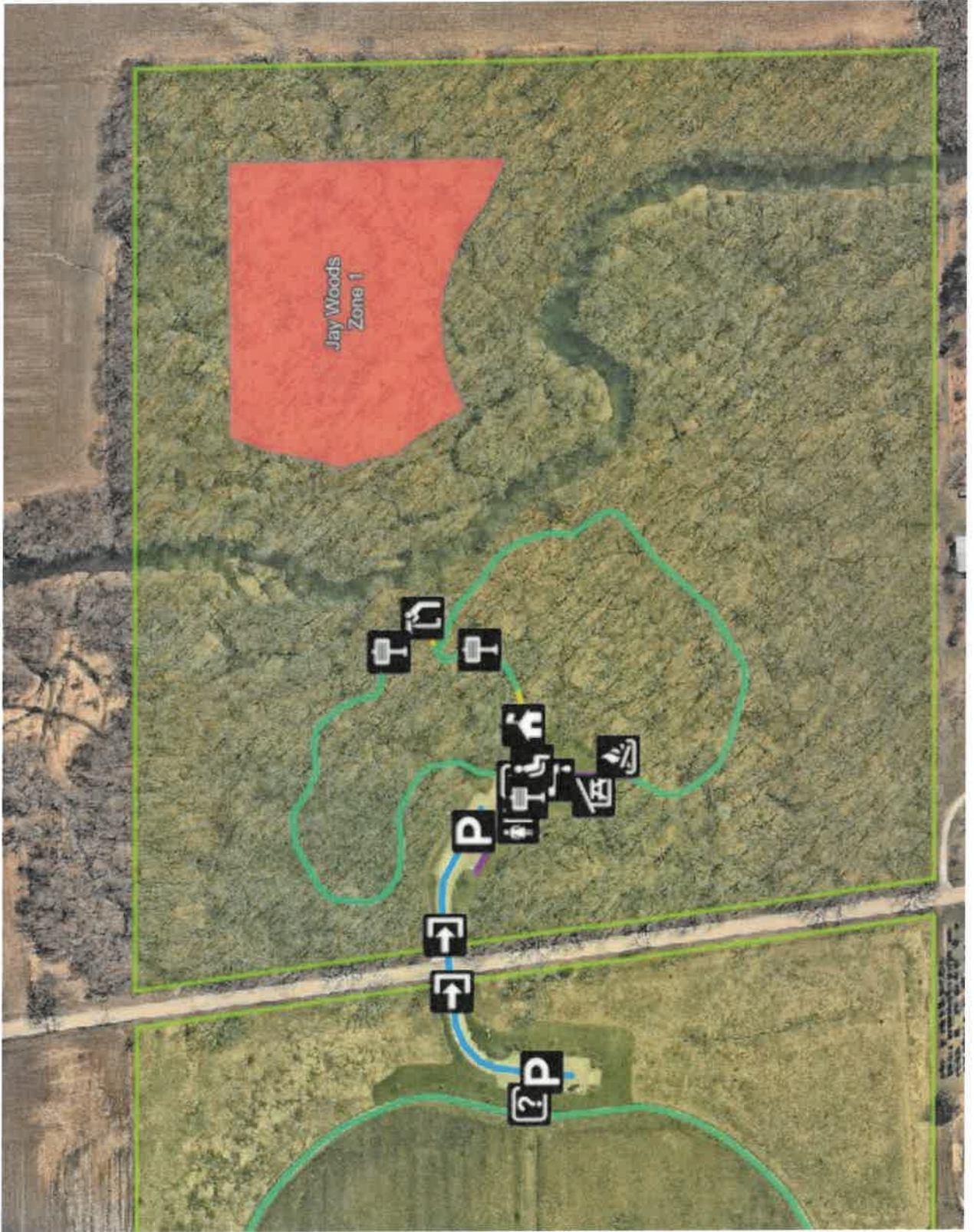


# Hollenback Sugarbush Forest Preserve





# Jay Woods Forest Preserve





# Lyon-Richard Young Forest Preserve





# Maramech-Little Rock Creek Forest Preserve

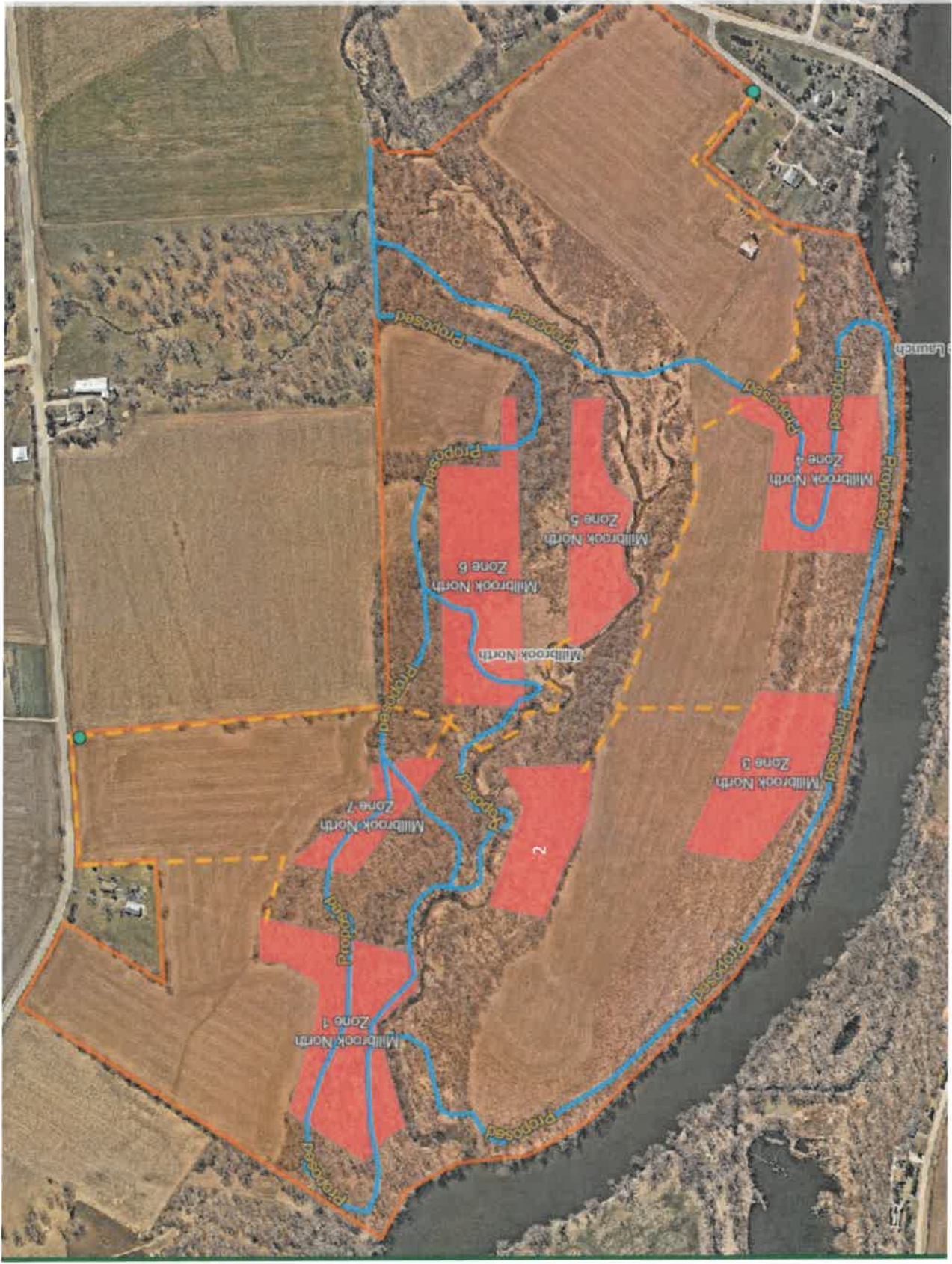
\*Note: New trail system and zones changed.





# Millbrook North Forest Preserve

\*Note: New trail system for Millbrook Trail Rides. Contact date ends prior to October 1st.





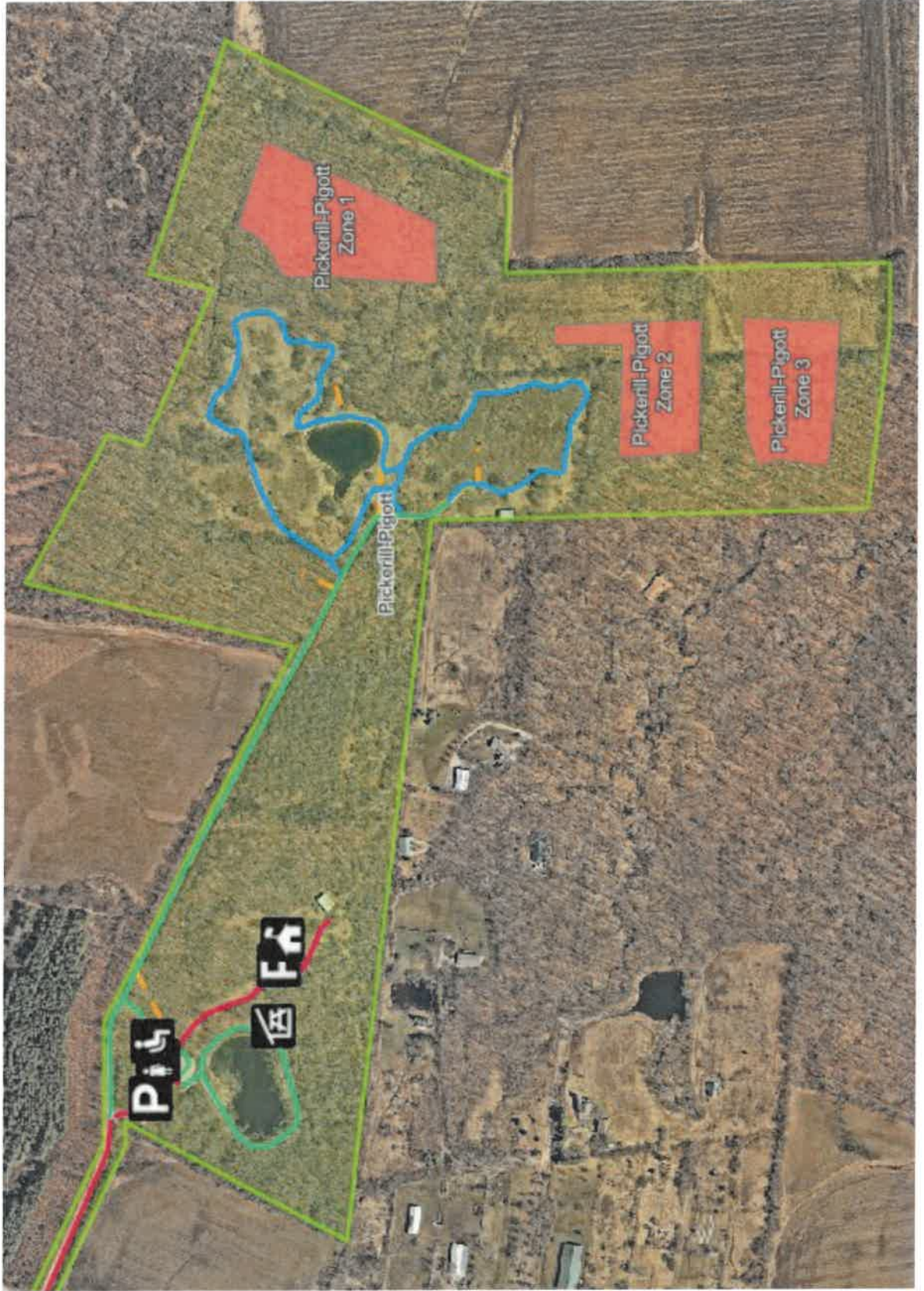
# Millbrook South Forest Preserve





# Pickerill-Pigott Forest Preserve

\*Note: The Pickerill Estate House is now open for rentals.



# River Road Forest Preserve





# Subat Forest Preserve



\*Note: Possible construction in the fall. Zone 2 is only available as an open zone.



# 2023 ARCHERY DEER HARVEST REPORTING & 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>.**

**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:** The temporary harvest tag shall be attached and properly sealed immediately upon kill and before the deer is moved, transported or field dressed. No person shall leave any deer that has been killed without properly attaching the temporary harvest tag to the deer in the manner prescribed on the permit.

**HARVEST REPORTING:** Hunters must register (report) their harvest by 10 p.m. on the same calendar day the deer was taken. If a hunter is not able to locate a harvested deer in sufficient time to enable reporting the harvest by 10 p.m., the hunter must immediately report the harvest upon retrieving it. 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.

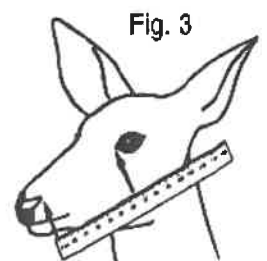
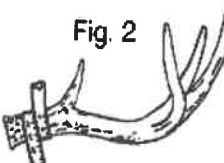
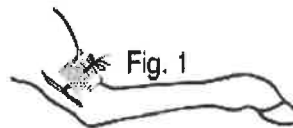
- Select the type of deer that you harvested: (1) a buck with antlers; (2) a buck without antlers; or (3) a doe.
- Was your deer a fawn last summer or is it an adult?
- How many bobcats did you see while hunting this location during this season?
- How many turkeys did you see while hunting this location 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.





# 2023-2024 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, 2023 - Jan. 14, 2024**
- In all other counties and that portion of Kane County west of State Route 47: **Oct. 1, 2023 - Jan. 14, 2024 EXCEPT** archery hunting is CLOSED during Firearm Deer Seasons Nov. 17 - 19, 2023 & Nov. 30; Dec. 1, 2 & 3, 2023.

### Archery deer hunting is open during:

- Muzzleloader-Only Deer Season: Dec. 8 - 10, 2023
- Youth Firearm Deer Season: Oct. 7 - 9, 2023
- Late Winter Deer Season: Dec. 28 - 31, 2023 and Jan. 12 - 14, 2024
- CWD Deer Season: Dec. 28 - 31, 2023 and Jan. 12 - 14, 2024

## ILLINOIS RESTRICTED ARCHERY ZONE

The Illinois Department of Natural Resources is currently considering changes to the Restricted Archery Zone. Please check the IDNR website or Hunting and Trapping Digest after July 31 for information on the 2023-2024 season.

## 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:** Recipients of any type of Archery Deer Hunting Permit shall record their signature on the permit prior to hunting and must carry it on their 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:
  1. A State Disabled Person ID card (available from the Secretary of State through the Drivers License Examining Station) showing a P2, P2A, H2 or H2A disability.
  2. 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 use or possess any other firearm or ammunition in the field while hunting white-tailed deer except as provided in the Firearm Concealed Carry Act;
- 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 IDNR Office of Law Enforcement at 217-782-6431.

## 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.

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.

## 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. 8 - 10, 2023
- Youth Firearm Deer Season: Oct. 7 - 9, 2023
- Late Winter Deer Season: Dec. 28 - 31, 2023 & Jan. 12 - 14, 2024
- CWD Deer Season: Dec. 28 - 31, 2023 & Jan. 12 - 14, 2024
- and on those IDNR sites that allow archery deer hunting during the Firearm Deer Season: Nov. 17 - 19, 2023 & Nov. 30; Dec. 1, 2 & 3, 2023

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

The bag limit is one deer per legally authorized either-sex, antlered-only or antlerless-only permit. All either-sex permits and antlered-only permits are subject to the following restriction: 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.

## 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. 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.

**Ordinance #23-02-001**  
**AMENDING ORDINANCE #22-09-002**

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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 805/8 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**, 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**, 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 20, 2022, the District's Board of Commissioners approved Ordinance #22-09-002 amending Resolution #22-06-001 "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 #22-09-002 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.

**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, Meadowhawk Lodge at Hoover Forest Preserve, and the Ken Pickerill Estate House within 250 feet of these buildings as part of an approved facility license 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 their designee, is hereby given authority to issue Permits, License Agreements for Use of District Facilities, 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, or License Agreement including, but not limited to any of the following:
1. Restricting the open dates for reserved Area or Facility use; the length of time an Area or Facility 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 and Facility License Agreements 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, or their designee is authorized to seek reasonable information regarding any proposed use, activity or privilege and require a record of such information on a Permit or Facility License Agreement application. No Person shall misrepresent, falsify or withhold such required information.
- e. No Person granted a Permit or Facility License Agreement 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 Facility License Agreement or registration fees as it deems proper and may change them from time to time.
- g. No Person shall obtain or use any Permit or Facility License Agreement without having first paid the established fee.
- h. All designated Areas, waters or facilities and all Permit or Facility License Agreement 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:**

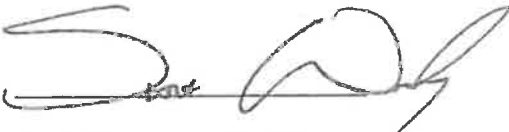
All Forest Preserve District ordinances and all resolutions and orders, or any parts thereof, in conflict with this ordinance, or any parts thereof, are hereby repealed.

**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 7<sup>TH</sup> day of February, 2023.**

Approved:   
Brian DeBolt, President

Attest:   
Seth Wormley, Secretary

- Amended November 7, 2012.
- Amended August 15, 2016.
- Amended May 6, 2017
- Amended September 18, 2018
- Amended June 21, 2022
- Amended September 20, 2022
- Amended February 07, 2023

Joseph Craig  
Archaeologist



September 21, 2022

**Mr. David Guritz**  
Director  
Kendall County Forest Preserve District  
110 West Madison Street  
Yorkville, IL 60560

*RE: Professional Service Proposal  
Phase II Cultural Resource Evaluation and Report  
Archaeological Sites 11KE419 and 11KE421  
Subat Forest Preserve  
Kendall County, Illinois*

**Dear Mr. Guritz:**

Prairie Archaeology & Research is pleased to submit this Professional Services Proposal to conduct a Phase II cultural resource significance evaluations of the directly impacted portions of prehistoric archaeological sites 11KE419 and 11KE421 located within the Subat Forest Preserve. The following presents the proposed scope of services and deliverables, the costs to complete the investigation, and the schedule to complete the project.

#### ***SCOPE OF SERVICES***

Prairie Archaeology & Research archaeologists will conduct a Phase II Cultural Resource Evaluation for National Register of Historic Places (NRHP) inclusion for three archaeological sites located within the proposed trail, nature center, and other improvements potentially funded through the OSLAD grant administered and award by the Illinois Department of Natural Resources.

The following presents a work plan to investigate and evaluate the impacted areas of referenced archaeological site to determine if those portion of the sites meets the criteria for inclusion on the National Register of Historic Places (NRHP) and ascertain if the proposed funded activity will result in an "adverse impact" to significant archaeological resources.

Prairie Archaeology & Research archaeologists and archaeological technicians will conduct the Phase II cultural resource evaluation of the Area of Potential Effect (APE) of archaeological sites 11KE419 and 11KE421 as defined in the OSLAD grant application.

This proposal is divided into the following sub-tasks: Pre-Field Investigations Coordination and Literature Review, Archaeological Field and Laboratory Methods, and Cultural Resources Evaluation Report.

Task 1: Pre-Field Investigations Coordination and Literature Review

Field investigations and reporting requirements will be coordinated with the Illinois Department of Natural Resources. The goal of early coordination is to receive concurrence with the regulatory agency in regards to field methods, laboratory methods, and data analyses prior to implementation of field studies. In addition, a literature review of previous research conducted within or near the project area will be made prior to beginning fieldwork. Pre-field investigations will have three objectives: 1) to summarize the geomorphological, environmental, and culture history of the area as they pertain to the evaluation of resources; 2) to summarize previous archaeological investigations; and 3) to a context within which the potential for inclusion on the National Register of Historic Places results of investigations can be assessed.

Task 2: Archaeological Field and Laboratory Methods

The proposed scope of the Phase II Cultural Resource Evaluation conforms to the recommendations of the Illinois Department of Natural Resources Historic Preservation Program.

Close Interval Screened Shovel Test: Close interval screened shovel probe excavations will be conducted within the APE of each site. Shovel probes will consist of the excavation of systematically placed holes at 5 to 10-meter intervals. Holes will measure about 30 centimeters in diameter. Soil will be passed through 1/4-inch mesh screen. The objective of the screened shovel probes is to pinpoint areas of high artifact concentrations that may indicate the location of intact midden or subsurface cultural features.

Mechanical Excavations: A backhoe with a toothless bucket will be used to remove the upper plow zone from the site and expose sub-plow zone soils. The use of a toothless bucket will allow archaeologists to inspect the subsoil at even 4 to 6cm intervals, collect exposed artifacts after each pass, and identify significant sub-plow zone archaeological features. The degree of effort to conduct backhoe excavations will depend on the size of the site and the density of artifacts collected during the phase I investigations in conjunction with the shovel test results. This proposal assumes that mechanical equipment and operator will be provided by the client. If arranged for by PAR, the cost will be billed to the client as a direct cost.

Cultural Deposit Excavations. If intact cultural deposits (such as a historic cellars, wells, foundation remnants, etc.) are identified, they will be assigned a number, mapped in plan view, and plotted on the site map. A representative sample of intact deposits or feature will be cross-sectioned and excavated. Soil excavated from the deposit will be passed



through ¼-inch mesh screen. Artifacts recovered from the cultural deposit will be bagged and issued a catalog number. Bags will be labeled with the project name, site number, feature number, catalog number date and name of the excavator. A profile of the deposit will be drawn and recorded. As required by the Illinois Department of Natural Resources, a 5 to 10-liter soil sample will be retained and processed to detect the presence of macro floral and faunal remains.

Site Mapping. Mechanically excavated trenches and cultural deposit excavations will be plotted and recorded on the final site plan maps prepared for the report.

Photography. Digital photographs will be taken of the site, excavated trenches, cultural deposits and selected artifacts. Representative photographs will be included in the final report.

Laboratory Methods. All cultural material recovered during investigations and greater in age than 50 years, will be washed, sorted, and labeled. The objectives of cultural material analyses are: 1) to provide a tabulation and description of the artifacts; 2) to interpret these materials as indicators of activities conducted at the site by prehistoric and historic inhabitants; and 3) to provide a general chronological framework for site occupation. If human remains are recovered, then standard bio-anthropological analyses will be conducted. The level of analyses will be determined by the completeness and condition of remains. All cultural material collected during cultural resource investigations, will be curated at the Illinois State Museum's Research and Collections Center in Springfield, Illinois.

### Task 3: Cultural Resources Investigation Report

The results of the Phase II Cultural Resources Evaluation for each site will be submitted to the client in a format acceptable to the Illinois Department of Natural Resources. Following client approval, the Cultural Resources Investigation Report will be submitted to the IDNR for review and comment.

### ***COSTS***

The total cost to complete field excavations and the NRHP evaluation for two individual archaeological sites will be fixed fee not to exceed \$13,720.00. This cost assumes that the client will provide the mechanical excavation equipment and operator. If PAR contracts for a private operator the cost will be added to the fixed fee cost. The District can anticipate an added cost of \$1,400.00 (10 hrs at a rate of \$140 per hour).

### ***SCHEDULE***

Prairie Archaeology & Research would be able to initiate investigations immediately upon verbal approval from the client and during weather conditions appropriate for field excavations. Field investigations will be staged to meet the schedule needs and access

permission made by the client. Draft reports for each individual archaeological site will be submitted within 20 business days following completion of the fieldwork for client review. Final version of the individual reports will be submitted to the client within 10 business days from the completion of the client's review of the draft report. With the approval of the client, standard archaeological resource reporting forms will be completed and submitted to the Illinois State Museum for approval prior to completing the final report.

Following your review and approval, PAR can initiate activities on your verbal authorization. And again, thank you for allowing PAR the opportunity to submit this proposal and please contact me at 217.544.4881 if you have any questions.

*Prairie Archaeology & Research, Ltd.*

A handwritten signature in black ink, appearing to read "Joe Craig". The signature is fluid and cursive, with a large initial "J" and a long, sweeping underline.

Joe Craig  
Archaeologist

May 19, 2023

Dave Guritz  
Director  
Kendall County Forest Preserve District  
110 W. Madison Street  
Yorkville, Illinois 60560

Re: Subat Nature Center  
Kluber, Inc. Proposal No. 230425.02

Dear Mr. Guritz:

Thank you for the opportunity to present this Proposal for Professional Services for the above-referenced Project. It is our understanding that the Kendall County Forest Preserve District wishes to construct a Nature Center at Subat Forest Preserve located on Eldamain Road in Plano, IL.

#### OVERVIEW OF PROJECT SCOPE

The Project consists of designing a Nature Center at Subat Forest Preserve as presented in the Kendall County Forest Preserve District's FY23 OSLAD grant application at Subat Forest Preserve. Improvements include:

- Reconfiguration and expansion of the existing, accessible gated parking lot (13-spaces to 29 spaces) to allow for school bus entry, drop off, and exit.
- Construction of a new ADA-accessible three-season, open-air nature center with an outdoor classroom area, storage room, and integrated interpretive exhibits for public education.
- Addition of one additional composting toilet facility.
- Multi-use limestone screenings trail and wetland boardwalk improvements (all 8-ft width).
  - From the reconfigured Subat Forest Preserve parking area to the new composting toilet facility and three season nature center.
  - From the three-season nature center to a new wetland boardwalk.
  - From the wetland boardwalk to the southeast pedestrian crossing at Eldamain Road.
  - Site directional and interpretive signage.
- The Owner's Preliminary Cost of Work breakdown is as follows:
  - Nature Center Construction & outdoor amphitheater (+/-1,500 SF) ..... \$530,000.00
  - Trail Renovations (Lawn Trail, Boardwalk & Overlook Construction).....\$335,000.00
  - Prefabricated Restroom..... \$75,000.00
  - Parking Lot Renovation & Expansion ..... \$150,000.00
  - Interpretive Displays (Allowance) ..... \$110,000.00

Total Cost of Work Budget:..... \$1,200,000.00\*

\*Not included: Site electrical service to the site and Nature Center.

#### INITIAL INFORMATION

- The program for the Project is has been identified in the provided concept documents from the Owner .
- The Owner's budget for the Cost of the Work is \$1,200,000.00. The Cost of the Work is the total cost to construct all elements of the Project designed or specified by Kluber, Inc.; it does not include A/E fees, land

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41 W. Benton Street  
Aurora, Illinois 60506  
630.406.1213

Bloomington Office  
2401 E. Washington Street, Suite 200-B2  
Bloomington, Illinois 61704  
309.430.6460

acquisition costs, permit fees, utility service connection or activation fees, financing costs, contingencies for changes in the Work, or other soft costs that are the responsibility of the Owner. Owner's Total Project costs shall not Exceed \$1,400,000.00 including soft costs.

- The anticipated Project schedule is to be determined as mutually agreed. Construction duration is expected to be 8 months in length.
- The intended Project delivery method is a single contract for General Construction; single bid package.
- The Owner's representative for the Project will be Dave Gurtz.
- Kluber, Inc.'s representative for the Project will be Chris Hansen.

The foregoing is based on our meeting on April 25, 2023.

## **BASIC SERVICES**

Kluber, Inc. proposes to provide usual and customary architectural and engineering Basic Services for the Project as set forth in the standardized *AIA B101 - 2017 Standard Form of Agreement between Owner and Architect*, and in accordance with the general understandings applicable to our relationship with you, with limitations as follows:

### Schematic Design/Design Development Phase:

- Site review to document and measure existing conditions.
- Kick-off meeting with Owner to discuss Project in detail.
- Perform code review as required for work related to Project scope of work.
- Develop preliminary options for Owner Review.
- Prepare estimate of Cost of the Work.
- Review meeting with Owner.

### Construction Document Phase:

- Develop technical specifications.
- Develop technical drawings.
- Prepare final estimate of Cost of the Work.
- Review final documents with Owner prior to bidding.

### Bidding Phase:

- Assist Owner in contacting potential bidders for Project.
- Prepare agenda and attend pre-bid meeting.
- Respond to contractor questions during bidding.
- Issue addenda (if required).
- Attend bid opening.
- Perform contractor bid review evaluations.
- Prepare and issue contractor bid results letter.
- Prepare documents for permit submission by the Contractor and respond to permit comments from the Authority Having Jurisdiction.

### Construction Administration Phase:

- Prepare agenda and attend pre-construction meeting.
- Respond to Contractor questions.
- Review progress pay requests if requested.
- Perform a maximum of two (2) site visits per month for progress meetings, to address contractor questions and to observe the work is proceeding in general conformance with the contract documents with a maximum of 14 visits. Additional site visits in excess of this amount will be invoiced as additional services as noted below.
- Perform up to two (2) reviews of each construction submittal.
- Perform one (1) site visit to confirm Substantial Completion and identify punch list items.
- Perform one (1) site visit to verify completion of punch list items and confirm Final Completion of the Work.



## ADDITIONAL SERVICES

Additional Services are not included in the Basic Services described above, but may be required for the Project or specifically requested by Kendall County Forest Preserve District. The list below indicates Additional Services that will be provided by Kluber, Owner, To Be Determined (TBD) or Not Provided for the Project.

<b>Additional Services:</b>	<b>Provided by:</b>
Programming, or Validation of Owner's Project Program, as described below	Not Provided
<b>Existing Facilities:</b>	
Survey of existing facility(ies) (required if Owner's "as-built" drawings are discovered to be unavailable, inaccurate, incomplete or otherwise inconsistent with actual existing conditions)	Kluber
Measured drawings documenting existing conditions of existing facility(ies)	Not Provided
Other Facility Support Services (as described in AIA B210 – 2007)	Not Provided
<b>Site Evaluation and Design:</b>	
Site Evaluation and Planning (in accordance with AIA B203 – 2007)	Not Provided
Civil Engineering	Kluber
Landscape Design	Kluber
<b>Architectural and Interior Design:</b>	
Multiple preliminary designs/options during Schematic Design Phase	Not Provided
Building information modeling (BIM)	Not Provided
Renderings, models, mockups, or other presentation materials requested by Owner	Not Provided
Historic Preservation (in accordance with AIA B205 – 2007)	Not Provided
Architectural Interior Design, including assistance with selection of interior finish colors, preparation of color boards, (in accordance with AIA B252 – 2007)	Not Provided
Furniture, Furnishings and Equipment (FF&E) (in accordance with AIA B253 – 2007)	Not Provided
<b>Green Design:</b>	
Extensive environmentally responsible design	Not Provided
LEED Certification (in accordance with AIA B214 – 2007)	Not Provided
<b>Engineered Systems:</b>	
Commissioning of engineered systems	Not Provided
Telecommunications/data systems design	Not Provided
<b>Cost Control:</b>	
Value Analysis (in accordance with AIA B204 – 2007)	Not Provided
Detailed opinions of probable construction cost (beyond conceptual costs as determined by per unit area or unit volume techniques)	Not Provided
Opinion of total project cost (including incorporation of soft costs such as A/E fees, permit fees, land acquisition costs, and costs of Additional Services not provided by Kluber, Inc.)	Not Provided
<b>Architect's Instruments of Service:</b>	
As-designed record drawings (incorporating Work documented in Supplemental Instructions, Change Orders and Change Directives)	Not Provided
As-built record drawings (incorporating conditions as constructed by the Contractor)	Not Provided
Measured drawings, Design Documents, Construction Documents, as-designed record drawings or as-built record drawings furnished to Owner in AutoCAD .dwg format	Not Provided
<b>Project Delivery, Coordination and Management:</b>	
Coordination of design/engineering consultants employed directly by Owner	Not Provided
Multiple prime construction contracts	Not Provided
Fast-track project delivery/design services	Not Provided
<b>Construction:</b>	
Conformed construction documents (incorporating Addenda and permit revisions)	Not Provided
On-site project representation	Not Provided
Post-occupancy evaluation	Not Provided

## COMPENSATION

Kluber, Inc. proposes to provide the Basic Services described above for a lump sum fee of \$59,950.00, provided the Cost of the Work does not exceed \$1,200,000.00.

Kluber, Inc. proposes to provide the Additional Services described above for the fees scheduled below.

Compensation for Basic and Additional Services does not include the services of other independent professionals, associates, or other consultants. If they are required, our fee will be increased by the direct costs of those services multiplied by a factor of 1.15 for overhead, coordination and management of the delivery of those services.



Our billing for Services will be based on progress of the work performed and is outlined as follows:

Basic Services:

Schematic Design/Design Development Phase .....	\$20,982.00
Construction Documents Phase .....	\$20,982.00
Bidding/Negotiation Phase .....	\$1,500.00
Construction Administration Phase .....	<u>\$16,486.00</u>
Sub-Total Basic Services Fee:.....	\$59,950.00

Required Additional Services:

Upland Design (Civil Engineering & Landscape Design - Exhibit A) ....	\$68,834.00
Bluestone + Associates (Interpretive Displays - Exhibit B) .....	\$64,211.00
Kluber Design Coordination of Consultant Services .....	<u>\$19,955.00</u>
Sub-Total Required Additional Services Fee:.....	\$153,000.00

Grand Total Basic Services & Required Additional Services Fee:..... **\$212,950.00**

Additional Services:

As requested .....	At Hourly Rates listed below
Each additional Site Visit .....	\$750.00

Reimbursable Expenses incurred in connection with our services will be charged on the basis of cost, without additional markup. Anticipated reimbursable expenses for this project include expedited courier services, printing and plotting, document reproduction, premiums for professional liability insurance in excess of usual and customary coverage and models, renderings or professional photography, and are anticipated not to exceed \$1,500.00.

Changes in services, when authorized, will be charged on an hourly rate as scheduled hereafter and amended annually in accordance with our hourly rate schedule (2023):

<b>Kluber Architects + Engineers Staff</b>	<b>Hourly Rate</b>
Principal.....	\$225.00
Project Manager.....	\$175.00
Project Mechanical Engineer III.....	\$165.00
Project Mechanical Engineer II.....	\$140.00
Project Mechanical Engineer I.....	\$115.00
Project Electrical Engineer III.....	\$165.00
Project Electrical Engineer II.....	\$140.00
Project Electrical Engineer I.....	\$115.00
Project Structural Engineer III.....	\$165.00
Project Structural Engineer II.....	\$140.00
Project Structural Engineer I.....	\$115.00
Project Technologist.....	\$165.00
Project Architect III.....	\$135.00
Project Architect II.....	\$115.00
Project Architect I.....	\$95.00
Interior Designer III.....	\$115.00
Interior Designer II.....	\$95.00
Interior Designer I.....	\$75.00
Construction Observer.....	\$95.00
Senior Project Coordinator.....	\$75.00
Project Coordinator.....	\$55.00
Mark-up for hourly Projects (indirect costs, OH & P).....	20.0%



Limitation of Liability: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Kluber, Inc.'s officers, directors, partners, employees, agents, and Kluber's Consultants, and any of them to Owner/Client and anyone claiming by, through, or under Owner/Client for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Subagreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Kluber's officers, directors, partners, employees, agents, or Kluber's Consultants, or any of them shall not exceed the total amount of two times fee, excluding reimbursable expenses. The services provided herein are governed solely with regards to permanent building codes only, compliance with OSHA regulations is specifically excluded.

**TIMING**

All services contemplated within this proposal shall be completed within 18 months after the acceptance date. Services performed after closure of that window will be billed hourly in accordance with the rates set forth above. This proposal is valid for a period of up to 45 days from the date noted on this proposal.

**FINAL NOTE**

If this proposal satisfactorily sets forth your understanding of our agreement, we would appreciate your authorization to proceed with this Work. We are available to discuss any aspect of this proposal with you at your convenience.

Kluber, Inc. appreciates the interest expressed in our firm and we look forward to serving your needs in the future.

Sincerely,

\_\_\_\_\_  
Michael T. Kluber, P.E.  
President  
Kluber, Inc.

\_\_\_\_\_  
Accepted (Signature) Date  
Dave Guritz, Director  
By (printed name and title)

Confidentiality Notice: The contents of this proposal are confidential and may not be distributed to persons other than Kendall County Forest Preserve District.





## Subat Nature Preserve Development

May 11, 2022

### Kendall County Forest Preserve

The Kendall County Forest Preserve would like to expand nature leaning at Subat Nature Preserve. The District has asked Kluber Architects+Engineers to lead a team of consultants. Upland Design Ltd along with subconsultant Engineering Resources Associates (ERA), would like to assist the team with the following items for the Subat project:

- Trail Renovations- \$335,000 Budget
  - Lawn Trail to Limestone Trail
  - New Boardwalk
  - New Overlook Renovation
- Prefab Restroom- \$75,000 Budget
- Parking lot renovation and expansion- \$150,000 Budget

The total project budget is \$1,400,000. The project is to be publicly bid as one package.



**Project Scope:** Upland Design Ltd, with civil engineering, wetland delineation and survey assistance from Engineering Resource Associates (ERA) as our subconsultant, proposes to accomplish the following work items to assist the Kluber Architects team. The project is to be implemented through public bidding.

**Survey:** A topographic survey will be prepared by Engineering Resource Associates, an Illinois Licensed surveyor, for the area shown on attachment A. The wetland delineation flagging will be picked up as part of the survey. Topographic measurement will include paths, parking lot, storm sewer rims and depths, wetlands, public utilities, buildings, and miscellaneous amenities, amongst other items within the project limits. The project area is further defined as the features described in the attachment A and 50 feet either side of the trail shown in the referenced exhibit and a to be staked trail route. Boundary survey is omitted from the base scope of work. The topographic measurements will be completed and combined with the utility atlas information to form one base plan drawing. This drawing will be the basis for planning the design development and construction documents. The survey will exclude areas outside of the project limits, however, adjacent areas may be supplemented by GIS data for overall drainage evaluation.

**Soil Borings:** Kluber Architects will obtain soil borings. We recommends two soil borings to be completed at the boardwalk and one at the overlook deck – once the final locations are determined.

**Wetland Delineation:** Because of the known presence of wetlands on the site, a wetland determination will be required. The wetland determination performed for the project will review the areas within the project limits in addition to 100 feet beyond the project limits. If present, wetland areas will be staked by pin flag and/or marking tape labeled "wetland". The wetland delineation task will include preparation of a delineation report containing:



# Exhibit A

- A. Army Corps of Engineers (ACOE) data forms;
- B. Documentation of verification of threatened and endangered species consultation with appropriate federal and state agencies
- C. Documentation of verification of wetland boundary through consultation with a Kendall County wetland specialist;
- D. Aerial map exhibit of site showing approximate locations of data sampling points and wetland boundaries;
- E. Floristic Quality Assessment;
- F. Identification of off-site wetlands within 100' of the project limits.

## **Design Development Plans**

---

Based on the OSLAD plans submitted with the grant, design development plans and details will be created along with a line-item cost estimate. The plans will include options for the new boardwalk and overlook deck including materials, colors and footing options. The CXT options will also be prepared along with a supply chain timeline for specified products.

**Review Meetings:** A review meeting will take place with the design team. The site pieces will be updated and a review meeting with the client will take place. We will include an additional site visit, if needed, to review the plans in the field and discuss how the nature center and the interpretive elements fit together with the site features. (1 virtual review meeting and 1 in person review meeting)

## **Construction Plans, Specifications and Bid Proposal**

---

Based on the approved design development plans, the Upland Design team will prepare a set of construction plans, specifications and bid proposal for public bidding to one general contractor. Construction documents will address the following:

- Existing Conditions and Removals
- Layout and Site Amenities Chart
- Grading along with BMP/ Stormwater Detention/Drainage
- Soil Erosion Control
- Landscape Plantings & Restoration
- Construction Details
- Technical Specifications
- Bid Proposal Form
- 

Our team will work with Kluber Architects and Bluestone team members to create a cohesive set of plans. The technical specifications will cover site construction. ERA will prepare calculations as required for design and permitting of the project during the development of construction documents. ERA and Upland will develop the grading plan and soil erosion control plans together. These are anticipated to include storm sewer calculations for site drainage, impervious area calculations, BMP calculations, and slope and ADA calculations for inclusion in the County building permit and stormwater applications.

**Review Meetings:** A review meeting at 75% and 90% complete construction documents will take place with District staff. An estimate of construction costs will be updated for each review meeting. Upland will assist Kluber with the OSLAD requirements so that they will be incorporated into the bidding and construction documents per the IDNR agreement. Comments from the meetings will be incorporated into the documents. (2 meetings)

**Permits:** Permit submittals will be prepared for the following:

Page 2 of 4

**Upland Design Ltd**

Chicago 312.350.4088    uplandDesign.com    815.254.0091    Plainfield

- Kendall County Stormwater Management Permit – ERA will prepare a stormwater report and associated exhibits. The stormwater report to Kendall County will include impervious area and development calculations, detention calculations, BMP calculations, and erosion control items. It is assumed that all wetland permitting will be through USACE. The plans and report will be submitted by Upland Design to Kendall County for review and permitting. ERA will provide assistance with completion of the application materials and response to County comments. Assistance with one response for building and stormwater comments is included in this task.
- Detention Design & Permitting – This task includes the calculations, design, and permitting of stormwater detention storage. It is our assumption that if required, stormwater volumetric storage would be provided at grade in conjunction with a BMP. This task will include the additional permitting required for a detention facility.
- USACE Permit Assistance – This task includes preparing permit applications to USACE related to the wetland impacts from the boardwalk. We will include a wetland impact plan sheet, permit application form, and narrative of the impacts. It is anticipated that the permanent impacts will be less than 0.1 acres and mitigation will not be required. One response is included in this task.
- IEPA Permit Assistance – This task includes preparation of an ILR10 NOI submittal.

Kluber Architects will submit the building permit for the project. Upland Design and ERA will prepare one resubmission for permits comments as part of the scope. If the project scope expands or it is later found that additional permits are required, additional professional scope and associated fees will be discussed with the District.

## **Bidding**

Upland Design and ERA will be available to answer questions during bidding. We will prepare addenda as needed. We will not attend the bid opening.

## **Construction Observation**

Upon award of the contract, Upland Design/ERA staff will make twelve sites visits. At project completion, a walk through with District staff to develop a punch list will be completed. We will assist with the following items as they pertain to the site work:

- Review and assist with contractor field orders, change orders and clarifications
- Review and comment on contractor provided closeout documents including warranties, manuals, and as-built drawings
- Twelve site visits plus one punch list visit
- Contractor submittals pertaining to site work will be reviewed
- Certified Payroll will not be reviewed or retained by Upland Design Ltd

The Firm and its subconsultant shall have the authority to act on behalf of the District only to the extent provided in this Agreement. The Firm shall not have control over, charge of, or responsibility for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the construction work, nor shall the Firm be responsible for the Contractor's failure to perform the construction work in accordance with the requirements of the Contract Documents.

## Professional Fees

The following professional fees are lump sum for the work described in for professional services by Upland Design Ltd along with subconsultants by Engineering Resource Associates:

Wetland Delineation	\$ 4,500
Site Survey	\$ 7,400
Schematic Design/Design Development	\$ 5,214
Construction Plans, Specifications and Bid Proposal	\$ 25,692
Permitting	\$ 11,660
Bidding	\$ 1,000
Construction Observation	\$ 13,118
<b>Total Professional Fee</b>	<b>\$ 68,834</b>

**Optional Well Evaluation:** ERA will perform an evaluation of the existing hand pump at Subat. This task will include a review of the existing well log information to determine if the well can be improved with a larger system. Upon completion of the review, a summary of findings will be prepared including the presentation of potential alternate upgrades to the well system along with cost opinions. **Fee -\$750.00**

**Optional Well Flow Capacity** – Should the District desire the capacity of the well need to be determined, the hand pump would be removed and a flow test be performed. ERA will contract with Water Well Solutions to perform the field work necessary. The cost is based upon the depth of the well and is determined at a later time. **Fee - TBD**

**Additional Site Visits:** After the allowed site visits, additional site visits will be made at the request of the client. **Fee per visit: \$750.**

**Reimbursable Costs:** Reimbursable items will include plotting and printing of drawings at the direct cost to Upland Design Ltd and mileage reimbursement at the current IRS reimbursement rate. Permit fees will be paid directly by the Forest Preserve.

**Not Included Scope:** The Firm and sub-consultants will not be responsible for the following: Hydrologic/hydraulic modeling the floodplain/floodway, structure engineering, electrical engineering, archeological services, environmental testing, subsurface conditions and material testing, boundary survey, construction layout; construction scheduling; construction work; work-site safety, labor negotiations, permit fees or court appearances as part of these services.

**Hazardous Materials:** The scope of the Firm's services for this scope does not include any responsibility for detection, remediation, accidental release, or services relating to waste, oil, asbestos, lead, or other hazardous materials, as defined by Federal, State, and local laws or regulations.

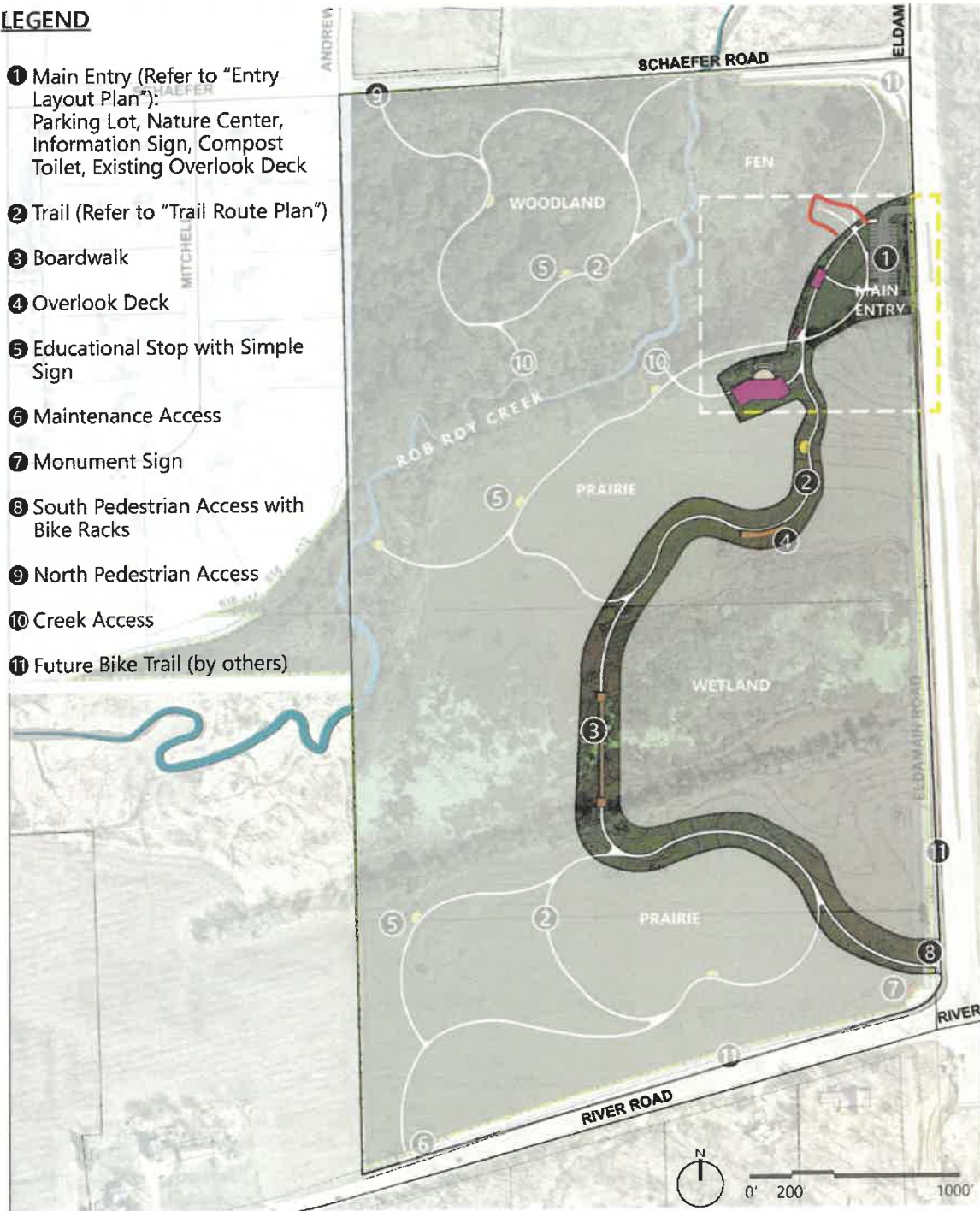
# Exhibit A

## Attachment A

The highlighted areas below will be included in the topographic survey. The existing overlook deck location will be included.

### LEGEND

- ① Main Entry (Refer to "Entry Layout Plan"): Parking Lot, Nature Center, Information Sign, Compost Toilet, Existing Overlook Deck
- ② Trail (Refer to "Trail Route Plan")
- ③ Boardwalk
- ④ Overlook Deck
- ⑤ Educational Stop with Simple Sign
- ⑥ Maintenance Access
- ⑦ Monument Sign
- ⑧ South Pedestrian Access with Bike Racks
- ⑨ North Pedestrian Access
- ⑩ Creek Access
- ⑪ Future Bike Trail (by others)





# Exhibit B



May 6, 2023

Chris Hansen  
Vice President, Project Manager  
Kluber Architects + Engineers  
41 W. Benton Street  
Aurora, Illinois 60506

Dear Chris,

Here is our proposal for the content development, research, writing, graphic design, exhibit design, fabrication and installation of five interpretive stops on the trails, 5 wayfinding signs, and the nature center interpretive exhibits at the Subat Nature Center and site. As you have recommended in our discussions, I am including an estimate of potential Phase 2 costs, but am not including them in our Phase 1 costs shown in this proposal.

First, there are a few assumptions I have made and a suggestion of one way to save some money if desired. Here they are:

- The build costs that I am including do not include **footings**. From our experience with forest preserve districts and park districts, the cost of this work is often taken on by the client as they have the staff with those skills.
- Estimating our fees and the build costs for the nature center is, as you can well imagine, is a bit fluid at this point. You and I will need to get a little further to get more accurate, though I guess we could work the other way, and just design to the NC number you have available, come what may.
- Our overall fees for our scope can be decreased with a simple, but not necessarily happily accepted, step by the FPD. Stephanie is in charge of interpretation for the FPD. When we work with FPDs and PDs who have such a person on staff, they often assign that person to perform this scope of work:
  - Content research.
  - Research and sourcing of images.
  - Preliminary outline of content for all interpretive “stations” on the site, interior and exterior.
  - First draft of writing for all interpretive locations.
  - Final writing for all interpretive locations, with interface with B+A.

If Dave sees this as possible, there would be \$6300 savings in our fees.

- The **build and install costs** are an estimate from past experience, but could be reduced in competitive bidding.
- **Lighting**: I have not included lighting in these numbers, and have assumed that these would be included in your numbers.
- **Reimbursables** have been included in our numbers based on an assumption of six round trips total.
- I have not included **CA** in these numbers, and will eat these costs as I know we will likely have to.
- The cost of creating **production-ready graphics** is included in the fabrication numbers.

I've broken out our numbers as I understood from our zoom meeting. If there are changes that need to be made in the form or content of what follows, just let me know.





# Exhibit B

## Fabrication and Installation

Scope of fabrication and installation

5 wayfinding signs

5 interpretive signs

8 (or equiv) interpretive stops in and around nature center

Estimated cost of fabrication and installation

**\$110,000**

## Grand Total of Design Fees and Fabrication and Installation Costs

Exhibit Design Fees **\$70,311**

Fabrication and Installation Costs **\$110,000**

**\$180,311**

## Total Design, Fabrication and Installation with KCFPD help

Exhibit Design Fees **\$64,211**

Fabrication and Installation Costs **\$110,000**

**\$174,211**

## Phase 2

Estimated design, fabrication and installation costs for Phase 2

Monument Sign

**\$23,000**

Chris,

I know there'll be a lot to chew on and work on together, so let's be in touch when you've had a chance to digest (or choke on) the above.

Meanwhile,

All my best,



Paul Bluestone

Principal

Bluestone + Associates