

**KENDALL COUNTY FOREST PRESERVE DISTRICT
FINANCE COMMITTEE MEETING**

AGENDA

THURSDAY, JULY 27, 2023

4:00 P.M.

KENDALL COUNTY OFFICE BUILDING – ROOMS 209 AND 210, YORKVILLE IL 60560

- I. Call to Order
- II. Roll Call: Seth Wormley (Chairman), Jason Peterson (Vice-Chair), Brian DeBolt, Matt Kellogg, and Brooke Shanley
- III. Approval of Agenda
- IV. Public Comments
- V. Motion to Forward Claims to Commission for Approval
- VI. **OLD BUSINESS**
 - A. Kendall County Intergovernmental Agreement – ARPA (Fund 1914) Funding Allocation Amendment
 - B. Capital Infrastructure and Equipment Replacements Schedule - Kubota RTV Quotes Received
- VII. **NEW BUSINESS**
 - A. Pickerill-Pigott Estate House – Construction Updates
 - I. IDNR Final Billing Statement – Final Draft
 - II. Punch List Status
 - III. Building Security and Solar Panel Installations
- III. **OTHER ITEMS OF BUSINESS**

Capital Projects Status Reports:

 - A. Little Rock Creek Dam Removal Project – Kendall County IGA Review Status and EPA Section 319 Application Deadline
 - B. Hoover Well Pump – FTI - Variable Frequency Drive Replacement Updates
- IV. Public Comments
- V. Executive Session
- VI. Adjournment

Kendall County Office Building - 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.

Claims Listing

7/26/2023 12:08:45 PM

Department	Vendor #	Vendor Name	Invoice #	Invoice Description	GL Account	Description	Invoice Amount	
Ellis Barn	2047	COMED	93615480110731 23	ComEd Ellis House	19001161	Utilities	\$439.45	
						Sub-Total	\$439.45	
	21	ADS, INC	147996073123	Alarm Services-Ellis	19001161	Grounds and Maintenance	\$186.93	
	51	SYNCB/AMAZON	1HXT-P47M-QFYT	Fly traps	19001161	Grounds and Maintenance	\$56.89	
	1152	KENDALL PLUMBING & HEATING	547001107	Ellis Floor Drain	19001161	Grounds and Maintenance	\$125.00	
						Sub-Total	\$368.82	
					Ellis Barn	Total	\$808.27	
	Ellis House	21	ADS, INC	147996073123	Alarm Services-Ellis	19001160	Grounds and Maintenance	\$186.93
		51	SYNCB/AMAZON	1C6D-7VKX-49HW	Ellis-fly trap, soap. lighter	19001160	Grounds and Maintenance	\$47.87
		124	BARRETT'S ECOWATER	0010381073123	Ellis Water Service	19001160	Grounds and Maintenance	\$149.20
1323		MENARDS	75989	Ellis-Finishing nail, cleaner, paper towels	19001160	Grounds and Maintenance	\$62.11	
						Sub-Total	\$446.11	
					Ellis House	Total	\$446.11	

Environmental Education Camps		SYNCB/AMAZON	1WYG-DWHV-WGMD	Summer Camp Supplies	19001177 63030	Program Supplies	\$87.84
1323		MENARDS	76185	Black Cable tie-Summer Camp	19001177 63030	Program Supplies	\$38.97
						Sub-Total	\$126.81
					Environmental Education Camps	Total	\$126.81
Forest Preserve Director							
884	ILLINOIS TOLLWAY	G129000005425	IPASS		190011 62000	Office Supplies	\$13.25
1020	ILLINOIS STATE POLICE SERVICES FUND	20230605718	Background Checks		190011 62000	Office Supplies	\$50.00
						Sub-Total	\$63.25
67	AMEREN ILLINOIS	27864440060731	Millbrook S Electric		190011 63510	Electric	\$56.96
2047	COMED	93615780000731	ComEd Baker Woods		190011 63510	Electric	\$19.17
						Sub-Total	\$76.13
51	SYNCB/AMAZON	16VK-43CK-H6RY	Wax bags, paper towels-Pickerill		190711 68500	Project Fund Expenses	\$68.12
51	SYNCB/AMAZON	1L74-JCNK-9V6M	Pickerill-Baby gates for stairway		190711 68500	Project Fund Expenses	\$219.98
565	FLUID TECHNOLOGIES PUMPS AND CONTROLS, INC	2023F-10460	Well pump VFD repair frequency drive-Hoover		190711 68500	Project Fund Expenses	\$8,760.00
663	GRAND RENTAL STATION	41921	Popcorn Machine		190011 68500	Project Fund Expenses	\$66.60
1172	KENDALL PRINTING	23-0712-2	Pickerill-Prints, photos-donor		190011 68500	Project Fund Expenses	\$60.90

1199	KLUBER, INC.	8417	Pickerill Conversion	190711	68500	Project Fund Expenses	\$1,616.31	
1323	MENARDS	75837	Floor register	190711	68500	Project Fund Expenses	\$14.24	
1323	MENARDS	76363	Pickerill-Soap, batteries, salt	190711	68500	Project Fund Expenses	\$78.86	
1557	POSSIBILITY PLACE NURSERY	6205	Native plants-Pickerill	190711	68500	Project Fund Expenses	\$739.00	
3162	PIZZO NATIVE PLANT NURSERY	SI-21533	Pickerill Flowers	190011	68500	Project Fund Expenses	\$240.00	
4211	HEY AND ASSOCIATES	22-380-16363, 16244	Little Rock Creek	190711	68500	Project Fund Expenses	\$5,225.00	
						Sub-Total	\$17,089.01	
1199	KLUBER, INC.	8561	Pickerill Conversion Services	191311	70650	Professional Services (A&E)	\$359.18	
						Sub-Total	\$359.18	
Forest Preserve Director							Total	\$17,587.57
1655	SERVICE SANITATION, INC	50-493234073123	Portable Restroom Services	19001183	63070	Refuse Pickup	\$345.80	
						Sub-Total	\$345.80	
1452	NICOR	85662610121073123	Nicor Millbrook S	19001183	63090	Natural Gas	\$170.46	
1452	NICOR	8794611001073123	Nicor Harris	19001183	63090	Natural Gas	\$84.68	
						Sub-Total	\$255.14	
Grounds and Natural Resources								

Grounds and Natural Resources		UNIQUE PRODUCTS & SERVICE	452660	Cleaning Supplies, paper products	19001183 63110	Shop Supplies	\$911.89
						Sub-Total	\$911.89
					Grounds and Natural Resources	Total	\$1,512.83
3572	TRICIA SPRINGMAN	23-00075	MHL Sec Dep Return	19001171 63040	Security Deposit Refund		\$195.00
4015	TONIKA FLOWERS	23-00160	MHL Sec Dep Return	19001171 63040	Security Deposit Refund		\$165.00
4387	KATLYN COLBURN	23-00171	MHL Sec Dep Return	19001171 63040	Security Deposit Refund		\$232.50
4402	JOCELYN ALMAZO	23-00229	MHL Sec Dep Return	19001171 63040	Security Deposit Refund		\$135.00
4403	KAYLEE SHOUSE	23-00189	KF Refund due to well pump outage	19001171 63040	Security Deposit Refund		\$365.00
4404	MORGAN JIMENEZ MALDONADO	23-00204	MS Sec Dep Return	19001171 63040	Security Deposit Refund		\$100.00
4405	YLANDA WILHITE	23-00155	KF Sec Dep Return	19001171 63040	Security Deposit Refund		\$100.00
4406	JENNIFER AU	23-00082	KF, MS, BS Sec Dep Return	19001171 63040	Security Deposit Refund		\$300.00
					Sub-Total	\$1,592.50	
1452	NICOR	22827083027073 123	Nicor Hoover Shop	19001171 63090	Natural Gas		\$55.54

1452	NICOR	23336698297073 123	Nicor Hoover Rookery	19001171	63090	Natural Gas	\$59.43
1452	NICOR	24614203628073 123	Nicor Blazing Star	19001171	63090	Natural Gas	\$52.52
1452	NICOR	28235299733073 123	Nicor Moonseed	19001171	63090	Natural Gas	\$55.54
1452	NICOR	30831034894073 123	Nicor-Kingfisher	19001171	63090	Natural Gas	\$56.52
1452	NICOR	50980197128073 123	Nicor Meadowhawk Lodge	19001171	63090	Natural Gas	\$56.53
1452	NICOR	72389374124073 123	Nicor Hoover Residence	19001171	63090	Natural Gas	\$31.60
1452	NICOR	88551401149073 123	Nicor Hoover Maintenance	19001171	63090	Natural Gas	\$54.55
						Sub-Total	\$422.23
1820	UNIQUE PRODUCTS & SERVICE	452660	Cleaning Supplies, paper products	19001171	63110	Shop Supplies	\$1,033.56
						Sub-Total	\$1,033.56
3292	SUMMERS HEATING & COOLING	325902	Hoover A/C Repairs	19001171	63120	Building Maintenance	\$799.00
						Sub-Total	\$799.00
				Hoover		Total	\$3,847.29
						Grand Total	\$24,328.88

Draft ARPA (1914) Project Expenditures

YTD Project Expenses:	Completed Project Expenses:	Future Projects	Estimated Cost
\$11,585.00	Hoover - shelter roofs	Hoover - VFD replacement	\$8,760
FY23 1914 Remaining:	Harris - picnic table paint	Hoover - additional VFD Upgrades	\$2,500
\$53,599.00	Millbrook South - kiosk built	Hoover - well replacement (Contractor)	\$35,000
FY24 1914 Budget:	Lyon - kiosk built	Hoover - well house repairs (in house)	\$7,000
\$48,257.00	Fox River Bluffs - welcome signage	Hoover - shelters and picnic table paint	\$5,000
	Jay Woods - trail improvements	Hoover - shelter beam replacement (Contractor)	\$10,000
Total remaining:	Richard Young - trail improvements	Harris - trail seal coat (in house)	\$5,000
\$101,856.00	Blackberr Creek - bridge	Harris - shelter paint	\$5,000
	Bakerwoods - bridge	Harris - sign replacements (treated wood)	\$500
	Harris - fence repairs	Little Rock Creek - Stair Repairs	\$4,000
	Little Rock Creek - bridge approach	Jay Woods - well pump repair	\$2,500
	Multi. preserves - grill installs	Jay Woods - shelter paint	\$500
	Richard Young/Lyon - trail signage	Harris - bridge repairs	\$10,000
	Harris - herbicide program supplies	Harris - water drinking fountain repairs	\$2,000
	Subat - bathroom and kiosk repairs	Additional shelter repairs TBD	\$2,000
	Multi. Preserves - prescription burn supplies	Additional bridge repairs TBD	\$2,000
			\$101,760



McCULLOUGH IMPLEMENT COMPANY

SINCE 1940 **WATSEKA, ILLINOIS**

Ship To
IN STORE PICKUP

Location		
03 - MORRIS, IL		
Date	Time	Page
07/18/2023	10:09:31 (O)	1
Account Number	Phone Number	Invoice Number
KENDA008	6305534025	Q00224
Ship Via		Purchase Order
P.S.T. Number		F.S.T. Number
Salesperson		
TIMOTHY KRAMER		216

Sold To
KENDALL COUNTY FOREST PRESERVE
110 WEST MADISON
YORKVILLE IL 60560

Description			
Description	** Q U O T E **	EXPIRY DATE: 08/18/2023	Amount
Stock #: 121630	Serial #: A5KC2GDBAPG080057		20202.00
New KU RTV-X1100CWL			
New KUBOTA RTV-X1100CWL UTILITY VEHICLE			
	Sale # 01	Subtotal:	20202.00
		Total:	20202.00
	Miscellaneous Charges/Credits		
	=====		
SETUP	Qty: 1	Price: 400.00	400.00
	Miscellaneous Charges/Credits Total:		400.00
		Subtotal:	20602.00
Authorization: _____		Quote Total:	20602.00

ATTACHMENT C

Periodic Financial Report June 30, 2021 through July 31, 2023 (07/31/23) - UPDATED PRELIMINARY EXPENSE REPORT

Vendor Name	IDNR-PARC Expense Classification	IDNR Expense Code	Invoice Date	Invoice #	Claims Run #	Check Number	GL Account	Description	KCPD IDNR-PARC FUND 1913				Amount	FUND 1913 ARPA-FUNDED	FUND 1907
									KCPD FY22	IDNR FY22	IDNR FY23	ARPA FY23			
Blond Hound LLC	Non-Bld Contract	NBC	5/23/2022	511033	05312F	19593	19131170330	Picknell Line Location							
Environmental Design Service	Arch./Eng. Fees	AE	7/7/2022	22-162	07152ZF	21150	19131170650	Field Data & Sptic Design							
Klüber	Arch./Eng. Fees	AE	TBD	TBD	07113ZF	TBD	19131170650	Klüber Remaining Contract Balance							
Klüber	Arch./Eng. Fees	AE	5/31/2023	8497	06302ZF	30689	19131170650	Picknell House Conversion Consultants	\$ 459.18						
Klüber	Arch./Eng. Fees	AE	4/30/2023	8454	05312ZF	29237	19131170650	Picknell House Conversion Consultants	\$ 1,795.90						
Klüber	Arch./Eng. Fees	AE	2/28/2023	8417	07113ZF	TBD	19131170650	Picknell House Conversion Consultants	\$ 1,616.31						
Klüber	Arch./Eng. Fees	AE	1/51/2023	8356	08382ZF	2793	19131170650	Picknell House Conversion Consultants	\$ 1,616.31						
Klüber	Arch./Eng. Fees	AE	12/31/2022	8320	11152ZF	25861	19131170650	Picknell House Conversion Consultants	\$ 1,616.31						
Klüber	Arch./Eng. Fees	AE	10/31/2022	8311	10152ZF	24640	19131170650	Picknell House Conversion Consultants	\$ 1,616.31						
Klüber	Arch./Eng. Fees	AE	9/30/2022	8205	10152ZF	23240	19131170650	Picknell House Conversion Consultants	\$ 2,081.11						
Klüber	Arch./Eng. Fees	AE	8/31/2022	8172	09302ZF	22879	19131170650	Picknell House Conversion Consultants	\$ 2,081.11						
Life Construction	Bld Contract	C	TBD	TBD	07113ZF	TBD	19131170330	Pay Application 9 (Remaining Contract)	\$ 55,678.30						
Life Construction	Bld Contract	C	6/1/2023	19-429-1350	06152ZF	29580	19131170330	Pay Application 8	\$ 118,937.68						
Life Construction	Bld Contract	C	4/30/2023	19-429-1250	06152ZF	29239	19131170330	Pay Application 7	\$ 50,145.48						
Life Construction	Bld Contract	C	3/31/2023	19-429-1250	06152ZF	29579	19131170330	Pay Application 6	\$ 125,299.32						
Life Construction	Bld Contract	C	2/28/2023	19-429-1250	03152ZF	27651	19131170330	Pay Application 5	\$ 1,091,150.20						
Life Construction	Bld Contract	C	1/27/2023	19-429-1250	07152ZF	28416	19131170330	Pay Application 4	\$ 1,091,150.20						
Life Construction	Bld Contract	C	11/11/2022	19-429-1250	11152ZF	26860	19131170330	Pay Application 3	\$ 599,248.70						
Life Construction	Bld Contract	C	10/31/2022	19-429-1250	11152ZF	23862	19131170330	Pay Application 2	\$ 2,025,030.00						
Life Construction	Bld Contract	C	10/31/2022	19-429-1250	11152ZF	23862	19131170330	Pay Application 1	\$ 2,025,030.00						
Trane	Non-Bld Contract	NBC	10/26/2022	313060559	11152ZF	23878	19131170330	Access Door	\$ 286.27						
Trane	Non-Bld Contract	NBC	8/24/2022	312904186	09152ZF	21184	19131170330	Filter Fines	\$ 48.51						
Trane	Non-Bld Contract	NBC	8/1/2022	312843410	08312ZF	21915	19131170330	Thermostat Unit	\$ 163.30						
Trane	Non-Bld Contract	NBC	7/30/2022	312836196	08312ZF	21914	19131170330	Access Door	\$ 240.68						
Tone	Non-Bld Contract	NBC	7/25/2022	312806649;	07312F	21552	19131170330	Proposal IRI-30-10006-22-001 HVAC Units X2 (Invoice Amounts = \$13,791.33 + \$258.70 + \$96.12) = \$14,146.15	\$ 14,146.15						
Groot	Non-Bld Contract	NBC	6/17/2023	107993607102	06152ZF	29566	19071168500	Picknell Dumpster Fees	\$ 446.25						
Groot	Non-Bld Contract	NBC	5/17/2023	105899051102	04152ZF	28842	19131170330	Picknell Dumpster Fees	\$ 446.25						
Groot	Non-Bld Contract	NBC	4/17/2023	102529281102	03152ZF	27242	19131170330	Picknell Dumpster Fees	\$ 446.25						
Groot	Non-Bld Contract	NBC	3/17/2023	101370827102	03152ZF	26496	19131170330	Picknell Dumpster Fees	\$ 446.25						
Groot	Non-Bld Contract	NBC	1/7/2023	98693531102	02152ZF	26407	19131170330	Picknell Dumpster Fees	\$ 446.25						
Groot	Non-Bld Contract	NBC	12/17/2022	98125041102	12152ZF	25487	19131170330	Picknell Dumpster Fees	\$ 1,275.00						
Mears	Force Account Materials	FA	7/6/2023	75837	07312F	TBD	19071168500	Floor Rejigger	\$ 14.24						
Mears	Force Account Materials	FA	7/13/2023	76363	07312F	TBD	19071168500	Hand soap, batteries, salt	\$ 78.86						
Mears	Force Account Materials	FA	7/5/2023	75744	07152ZF	30794	19071168500	Turnbuckle anchor, screw eye, sidewall grille	\$ 45.00						
Mears	Force Account Materials	FA	6/22/2023	75758	07152ZF	30795	19071168500	Cleaning Supplies and Equipment	\$ 79.83						
Mears	Force Account Materials	FA	6/12/2023	74942	05152ZF	30792	19071168500	Landscape Edging and Nail Spikes	\$ 44.98						
Mears	Force Account Materials	FA	6/12/2023	74319	06302ZF	30792	19071168500	1000 connector and repair bits	\$ 51.44						
Mears	Force Account Materials	FA	6/12/2023	74257	06302ZF	30796	19071168500	Hard Hats X 2	\$ 35.98						
Mears	Force Account Materials	FA	6/2/2023	73109	06152ZF	29594	19071168500	Landscape Materials and Stakes	\$ 90.33						
Mears	Force Account Materials	FA	5/23/2023	71276	06152ZF	29594	19071168500	Main Entry (In - Outside) Pipe	\$ 144.39						
Mears	Force Account Materials	FA	5/12/2023	71969	05312ZF	29243	19131170330	Mojo; Offusen; Wire Buncher (Shed)	\$ 574.32						
Mears	Force Account Materials	FA	5/8/2023	70656	06152ZF	28903	19131170330	5 PK 1/2" Brass Cap	\$ 29.99						
Mears	Force Account Materials	FA	4/27/2023	70503	05152ZF	28900	19131170330	PVC Cam - Entry Sidewalk Drain Pipe Repl.	\$ 63.13						
Mears	Force Account Materials	FA	4/27/2023	70212	04152ZF	28900	19131170330	3 X 10" Sewer Pipe/Clamp	\$ 42.68						
Mears	Force Account Materials	FA	4/27/2023	68484	04152ZF	28510	19131170330	4X10 Geombr (Drain LED) Legend 19"	\$ 154.96						
Mears	Force Account Materials	FA	4/6/2023	67631	04152ZF	28509	19131170330	12X6 Sidewalk Grilles (X7)	\$ 97.43						
Mears	Force Account Materials	FA	3/22/2023	65630	07262ZF	28283	19131170330	Interior Door Knob Replacements	\$ 45.92						
Prairie Moon Nursery	Force Account Materials	FA	3/23/2023	FN80 04/03/23	04152ZF	28496	19131170330	Ec-Grass (Scentic Field)	\$ 77.50						
Prairie Moon Nursery	Force Account Materials	FA	3/7/2023	FN80 04/03/23	04152ZF	28496	19141168500	Ec-Grass (Scentic Field)	\$ 86.75						
Shenwin Williams Co.	Force Account Materials	FA	6/12/2023	3868-1	06152ZF	29605	19071168500	Paint for Storage Shed	\$ 1,424.11						

David Guritz

From: Chris Hansen <chansen@kluberinc.com>
Sent: Thursday, July 27, 2023 3:35 PM
To: David Guritz
Subject: [External]1250 - Pickerill - RE: Remaining Punch List Items
Attachments: PCO # - 10327-5 PICO Lighting Controls.pdf

CAUTION - This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dave:

Yes. They have outstanding items. I will call you tomorrow to discuss.

We still have a hanging CO request for the dimmers (attached) and some of the exit signs are the wrong color.

Lite needs to formally request a final completion status so we can re-inspect.

Brian noted he may want to be a part of the dimmer conversation with Lite and Valley Elect. We should probably get that scheduled for sometime next week on site?

My best availability is Thursday 8/3 in the morning. Do you and Brian have any availability that morning?

Christopher Hansen, AIA, NCARB
Project Manager
"In a world you can be anything...be kind"


41 W. Benton Street | Aurora, IL 60506
Office 630.406.1213 | Cell 630.254.2012
[Website](#) | [Facebook](#) | [LinkedIn](#)

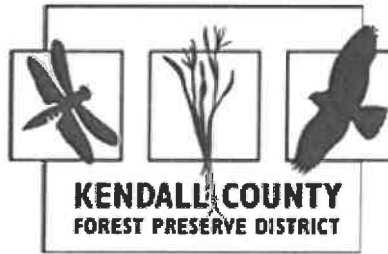
From: David Guritz <dguritz@kendallcountyil.gov>
Sent: Thursday, July 27, 2023 3:24 PM
To: Chris Hansen <chansen@kluberinc.com>
Subject: Remaining Punch List Items

Chris:

Are we set with Lite Construction's punch list items? Anything left to complete?

Dave

Dave Guritz
Director
Kendall County Forest Preserve District
(630) 553-4131
dguritz@co.kendall.il.us



Subscribe to the [Stepping Stones eNewsletter](#) today!

From: Chris Hansen <chansen@kluberinc.com>
Sent: Friday, July 7, 2023 12:52 PM
To: David Guritz <dguritz@kendallcountyil.gov>
Cc: deboltryan@icloud.com; John Campbell <johnc@liteconstruction.com>
Subject: [External]RE: Remaining Punch List Items

CAUTION - This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dave:

Absolutely. Working with John & Ryan on this today and Monday morning.

Christopher Hansen, AIA, NCARB
Project Manager
"In a world you can be anything...be kind"



41 W. Benton Street | Aurora, IL 60506
Office 630.406.1213 | Cell 630.254.2012
[Website](#) | [Facebook](#) | [LinkedIn](#)

From: David Guritz <dguritz@kendallcountyil.gov>
Sent: Friday, July 7, 2023 11:59 AM
To: Chris Hansen <chansen@kluberinc.com>
Cc: deboltryan@icloud.com; John Campbell <johnc@liteconstruction.com>
Subject: Remaining Punch List Items

Chris:

For Tuesday's Committee of the Whole report, can I ask that you prepare a list of any remaining punch list items for the Lite Construction contract?

Thanks!

Dave

Dave Guritz
Director
Kendall County Forest Preserve District
(630) 553-4131
dguritz@co.kendall.il.us

PROPOSED CHANGE ORDER

Valley Electrical Contractors

Po Box 461
Oswego, IL 60543
Telephone: 630-554-6200
Fax: 630-554-5543

CCN # 10327-5
CCN Date 5/8/2023
Date: 5/8/2023
Project Name: Ken Pickerill House
Project Number: 10327
Page Number: 1

Client Address:

Lite Construction
110 W. Madison Street
Yorkville, IL 60560

Work Description

We reserve the right to correct this quote for errors and omissions.

This change order is for the new PICO lighting control system. This also includes installing temporary switches as the lead times for the PICO devices are 3-4 weeks.

Itemized Breakdown

Description	Qty
20A 120-277V S/P SW (SG)	17
1G S/S SWITCH PLATE	17
DEMO SWITCH	17
Totals	51

Summary

General Materials		322.75
LIGHTING FIXTURES		2,567.32
Material Overhead	(@ 10.000 %)	289.01
Material Markup	(@ 5.000 %)	158.95
Material Total		3,338.03
JOURNEYMAN	(6.74 Hrs @ \$137.00)	923.38
Final Adjustment		-0.41
Final Amount		\$4,261.00

ORIGINAL



216 E. Main St.
Plano, IL 60545
630-552-9030
630-552-2100 FAX

Kendall County Forest Preserve
Pickerill Estate House
6350 Minkler Rd
Yorkville, IL 60560

7/25/23

WE ARE PLEASED TO QUOTE YOU THE FOLLOWING:

- 1 Honeywell HN30040101D45PK Network Video Kit
- 1 Monitor
- Installation of (1) kit included camera at back door
- Connect recorder to local network provider

TOTAL INSTALLED PRICE IS **\$980.00** WHICH INCLUDES LABOR, WIRE, AND MISC. PARTS.

- Option #1:** Install (1) kit included camera at garage. \$180.00 Init: _____
- Option #2:** Install (1) kit included camera at patio. \$240.00 Init: _____

50% PAYMENT IS DUE AT PRE-WIRE AND BALANCE DUE UPON COMPLETION OF INSTALLATION.

THIS QUOTE IS VALID FOR 60 DAYS FROM DATE ABOVE.

CUSTOMER SIGNATURE

DATE

ALARM COMPANY SIGNATURE

DATE

BURGLAR ALARMS, FIRE ALARMS,
CAMERA SYSTEMS, DOOR ACCESS
SYSTEMS, INTERCOM SYSTEMS



GUARANTEE

THE INSTALLATION INCLUDES A GUARANTEE TO REPAIR OR REPLACE AT THE COMPANY'S OPTION DEFECTS IN MATERIALS AND WORKMANSHIP FOR A PERIOD OF ONE YEAR FROM THE DATE THE INSTALLATION IS COMPLETED.

CONDITIONS

- 1. This is a lump sum quotation for all items and quantities listed; and unit prices, if given, are solely for information. If the quantities are our take-off they are estimates only and while believed reasonably accurate, they are not guaranteed.**
- 2. The amount of any present or future sales, revenue, excise, or other tax applicable to the goods and/or services covered by this quotation, or the sale or use thereof, shall be added to the price quoted and shall be paid by the Subscriber.**
- 3. It is understood and agreed by the parties hereto that Company is not an insurer and that insurance, if any, covering personal injury and property loss or damage on Subscriber's premises shall be obtained by the Subscriber; that the Company is being paid for the installation and/or maintenance of a system designed to reduce certain risks of loss and that the amounts being charged by the Company are not sufficient to guarantee that no loss will occur, that the Company is not assuming responsibility for any losses which may occur even if due to Company's negligent performance or failure to perform any obligation under this agreement. Since it is impractical and extremely difficult to fix actual damages which may arise due to the faulty operation of the system or failure of services provided, if, notwithstanding the above provisions, there should arise any liability on the part of the Company, such liability shall be limited to an amount equal to ten percent of the charge for the work performed or \$250.00, whichever is the greater. The sum shall be complete and exclusive and shall be paid and received as liquidated damages and not as a penalty. In the event the Subscriber wishes to increase the maximum amount of such liquidated damages, Subscriber may, as a matter of right, obtain from Company a higher limit by paying an additional amount proportioned to the increase in liquidated damages.**
- 4. The Company does not make any representation or warranty, including any implied warranty of merchantability or fitness, that the system or service supplied may not be compromised, or that the system or services will in all cases provide the protection for which it is intended.**
- 5. The Company assumes no liability for the interruptions of any service due to strikes, riots, floods, fires, acts of God, or any cause beyond the control of the Company, and will not be required to supply service to the Subscriber while interruption of service due to any such cause shall continue.**
- 6. Subscriber agrees to and shall indemnify and save harmless the Company, its employees and agents for and against all third party claims, lawsuits and losses alleged to be caused by Company's performance, negligent performance or failure to perform its obligations under this Agreement.**
- 7. This quotation is subject to acceptance by Company.**
- 8. It is understood and agreed by and between the parties hereto, that if there is any conflict between this contract and Subscriber's purchase order, or any other document, this contract will govern, whether such purchase order or other document is prior or subsequent to this Agreement.**



216 E. Main St.
Plano, IL 60545
630-552-9030
630-552-2100 FAX

Kendall County Forest Preserve
Pickerill Estate House
6350 Minkler Rd
Yorkville, IL 60560

7/25/23

WE ARE PLEASED TO QUOTE YOU THE FOLLOWING:

Add Public Address system to existing security system:

- 2 Elk Speakers
- 2 Inovonics Wireless Outdoor Motion Detectors
- 1 Inovonics Wireless Receiver
- 1 Honeywell 4204 Relay Board
- 1 Altronix AX6030 Adjustable Cut-off Relay
- 1 Altronix PT724A Annual/Weekly/Daily Event Timer

TOTAL INSTALLED PRICE IS **\$959.00** WHICH INCLUDES LABOR, WIRE, AND MISC. PARTS. MONTHLY MONITORING REMAINS THE SAME.

50% PAYMENT IS DUE AT PRE-WIRE AND BALANCE DUE UPON COMPLETION OF INSTALLATION.

THIS QUOTE IS VALID FOR 60 DAYS FROM DATE ABOVE.

CUSTOMER SIGNATURE

DATE

ALARM COMPANY SIGNATURE

DATE

BURGLAR ALARMS, FIRE ALARMS,
CAMERA SYSTEMS, DOOR ACCESS
SYSTEMS, INTERCOM SYSTEMS



GUARANTEE

THE INSTALLATION INCLUDES A GUARANTEE TO REPAIR OR REPLACE AT THE COMPANY'S OPTION DEFECTS IN MATERIALS AND WORKMANSHIP FOR A PERIOD OF ONE YEAR FROM THE DATE THE INSTALLATION IS COMPLETED.

CONDITIONS

1. **This is a lump sum quotation for all items and quantities listed; and unit prices, if given, are solely for information. If the quantities are our take-off they are estimates only and while believed reasonably accurate, they are not guaranteed.**
2. **The amount of any present or future sales, revenue, excise, or other tax applicable to the goods and/or services covered by this quotation, or the sale or use thereof, shall be added to the price quoted and shall be paid by the Subscriber.**
3. **It is understood and agreed by the parties hereto that Company is not an insurer and that insurance, if any, covering personal injury and property loss or damage on Subscriber's premises shall be obtained by the Subscriber; that the Company is being paid for the installation and/or maintenance of a system designed to reduce certain risks of loss and that the amounts being charged by the Company are not sufficient to guarantee that no loss will occur, that the Company is not assuming responsibility for any losses which may occur even if due to Company's negligent performance or failure to perform any obligation under this agreement. Since it is impractical and extremely difficult to fix actual damages which may arise due to the faulty operation of the system or failure of services provided, if, notwithstanding the above provisions, there should arise any liability on the part of the Company, such liability shall be limited to an amount equal to ten percent of the charge for the work performed or \$250.00, whichever is the greater. The sum shall be complete and exclusive and shall be paid and received as liquidated damages and not as a penalty. In the event the Subscriber wishes to increase the maximum amount of such liquidated damages, Subscriber may, as a matter of right, obtain from Company a higher limit by paying an additional amount proportioned to the increase in liquidated damages.**
4. **The Company does not make any representation or warranty, including any implied warranty of merchantability or fitness, that the system or service supplied may not be compromised, or that the system or services will in all cases provide the protection for which it is intended.**
5. **The Company assumes no liability for the interruptions of any service due to strikes, riots, floods, fires, acts of God, or any cause beyond the control of the Company, and will not be required to supply service to the Subscriber while interruption of service due to any such cause shall continue.**
6. **Subscriber agrees to and shall indemnify and save harmless the Company, its employees and agents for and against all third party claims, lawsuits and losses alleged to be caused by Company's performance, negligent performance or failure to perform its obligations under this Agreement.**
7. **This quotation is subject to acceptance by Company.**
8. **It is understood and agreed by and between the parties hereto, that if there is any conflict between this contract and Subscriber's purchase order, or any other document, this contract will govern, whether such purchase order or other document is prior or subsequent to this Agreement.**

RESOLUTION #23-07-001

**AN INTERGOVERNMENTAL AGREEMENT BETWEEN KENDALL COUNTY AND
THE KENDALL COUNTY FOREST PRESERVE DISTRICT FOR THE
COMMITMENT OF KENDALL COUNTY FOX RIVER WATERHED ESCROW
FUNDS TO SERVE AS THE REQUIRED LOCAL MATCH TO A DISTRICT-
SPONSORED USEPA SECTION 319 GRANT APPLICATION FOR THE REMOVAL
OF THE LOW HEAD DAM AND RELATED SOIL EROSION CONTROL AND WATER
QUALITY IMPROVEMENT PROJECTS AT LITTLE ROCK CREEK
FOREST PRESERVE**

THIS INTERGOVERNMENTAL AGREEMENT (*“the Agreement”*) is by and between the County of Kendall, a unit of local government of the State of Illinois (*“Kendall County”*) and the Kendall County Forest Preserve District (*“District or Grantee”*).

WITNESSETH:

WHEREAS, the Constitution of the State of Illinois of 1970, Article VII, Section 10, provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance and may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

WHEREAS, the Grantee and Kendall County (the *“parties”*) are units of local government within the meaning of Article VII, Section 1 of the Illinois Constitution of 1970 who are authorized to enter into intergovernmental agreements pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, provides that any county may participate in an intergovernmental agreement under this Act notwithstanding the absence of specific authority under the State law to perform the service involved, provided that the

unit of local government contracting with Kendall County has authority to perform the service;
and

WHEREAS, pursuant to the Downstate Forest Preserve District Act under 70 ILCS 805/5 and 805/6, any forest preserve district organized under this Act shall have the power to create forest preserves, and for that purpose shall have the power to acquire in the manner hereinafter provided, and hold lands containing one or more natural forests or parts thereof or land or lands connecting such forests or parts thereof, or lands capable of being forested, or capable of being restored to a natural condition, for the purpose of protecting and preserving the flora, fauna, and scenic beauties within such district, and to restore, restock, protect and preserve the natural forests and such lands together with their flora and fauna, as nearly as may be, in their natural state and condition, for the purpose of the education, pleasure, and recreation of the public, and any such District shall have power to...acquire, develop, improve and maintain waterways in conjunction with the district; and

WHEREAS, on March 29, 2018, the District acquired the property known as Little Rock Creek Forest Preserve in Little Rock Creek Township; and

WHEREAS, there is a breached low-head dam constructed of sheet pile and concrete located within the preserve impacting the Little Rock Creek flow regime, water quality, and movement of conservative fish and mussel species located within the preserve; and

WHEREAS, Grantee has retained Hey & Associates, Inc. to develop construction cost estimates, and the methods and approaches to remove the dam and complete related water quality improvement projects, with said contract also including the development and submission of a USEPA Section 319 Nonpoint Source Management grant on behalf of the District in order to fund

60% of the costs for the dam removal and related preserve shoreline restoration protection and soil erosion control improvement projects (**Exhibit A**); and

WHEREAS, Kendall County has assessed and collected storm water impact mitigation fees totaling \$387,000.00 currently held in escrow from the Fox River Water Reclamation District for the purpose of improving water quality within the Fox River watershed; and

WHEREAS, Kendall County is hereby committing to fund the remaining 40% required local match from the Fox River Watershed escrow fund to the District upon award of a USEPA Section 319 grant in order for the District to complete the dam removal and related shoreline protection and soil erosion control projects.

NOW, THEREFORE, be it resolved in consideration of the premises and the mutual covenants hereafter set forth, the parties agree to execute the proposed Intergovernmental Agreement (**Exhibit B**) as follows:

1. The attached Intergovernmental Agreement (**Exhibit B**) is approved by the Kendall County Board and Kendall County Forest Preserve District Board of Commissioners.
2. Kendall County and Kendall County Forest Preserve District each hereby warrants and represents 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 parties hereto have caused this Intergovernmental Agreement to be executed by their duly authorized officers on this 15th day of August, 2023.

County of Kendall, Illinois

**Kendall County Forest Preserve District,
Illinois**

By: _____
Chair, Kendall County Board

By: _____
President, Kendall County Forest Preserve
District

Date: _____

Date: _____

Attest:

Attest:

County Clerk

Secretary

EXHIBIT A

Kendall County – Kendall County Forest Preserve District Resolution No. 23-07-001

**Kendall County – Kendall County Forest Preserve District Intergovernmental Agreement
No. 23-07-001**

Little Rock Creek Dam Removal Project

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE KENDALL COUNTY FOREST PRESERVE DISTRICT AND
KENDALL COUNTY, ILLINOIS**

This Agreement made this 15th day of August, 2023 by and between the Kendall County Forest Preserve District (hereinafter the “*District*”) and Kendall County, Illinois (the “*County*”) a municipal corporation of the State of Illinois, as follows:

WITNESSETH:

WHEREAS, the District is a body corporate and politic and a unit of local government within the State of Illinois; and

WHEREAS, the County is a municipal corporation and a unit of local government within the State of Illinois; and

WHEREAS, the District has the power to acquire lands and grounds “to construct, lay out, improve and maintain paths, driveways, public roads, roadways and other improvements and facilities in and through such forest preserves as they shall deem necessary or desirable for the use of such forest preserves by the public and may acquire, develop, improve and maintain waterways in conjunction with the district (70 ILCS 805/6) (from Ch. 96 1/2, par. 6309); and

WHEREAS, the County has collected certain storm water impact fees for development projects held on deposit in the Fox River Watershed Escrow Account in the amount of \$387,000 for the purpose of completing Fox River storm water mitigation and watershed improvement projects to sustain water quality, conserve biological resources, and reduce flooding, erosion and pollution impacts from storm water runoff; and

WHEREAS, the District has acquired and owns a breached low head dam located within the Little Rock Creek stream corridor within the Little Rock Creek Forest Preserve, Little Rock Township as shown on Exhibit A (“the Subject Property”); and

WHEREAS, the District wishes to complete a project to remove the low head dam, restore sections of the Little Rock Creek shoreline, and complete other erosion control projects at Little Rock Creek and Maramech Forest Preserves in order to mitigate Fox River storm water impacts, improve water quality, conserve biological resources, and reduce flooding, erosion and pollution impacts; and

WHEREAS, the District has contracted Hey & Associates, Inc. of Chicago, Illinois to complete a feasibility and construction cost estimation study, which said contract also includes funding to generate and submit a USEPA Section 319 grant application to cover up to 80% of the costs to be incurred for the dam removal and associated ; and

WHEREAS, as part of the District's USEPA Section 319 grant application, the District is required to extend local matching funds equivalent to no less than twenty percent (40%) of the total project costs for the proposed low head dam removal and associated watershed improvement projects; and

WHEREAS, the County is agreeing to transfer to the District up to \$387,000.00 from the Fox River Watershed Escrow funds to provide the 40% local grant matching funds as required under the USEPA Section 319 grant program, and possible project cost overages; and

WHEREAS, the District is committed to budgeting and appropriating the remaining reimbursable project costs necessary to complete the project using the District's rolling grant fund (Fund 1913), which funds will be fully reimbursed under the USEPA Section 319 grant agreement, if awarded; and

WHEREAS, intergovernmental agreements between units of local government are authorized by the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et. seq.*, Section 10, Article VII of the 1970 Illinois Constitution, and under 605 ILCS 5/9-101; and

NOW THEREFORE, in consideration of the foregoing premises and in further consideration of the mutual covenants, conditions and agreements herein contained, the parties hereby agree as follows:

1. Incorporation of Preambles. The recitals contained in the Preamble hereto are material and are hereby incorporated as part of this Agreement as if fully restated herein. The parties shall fully cooperate with each other in carrying out the terms of this Agreement.

2. Dedication. The District shall, upon passage of Resolution 23-07-001 approved by the Kendall County Forest Preserve Board of Commissioners and Kendall County Board, complete and submit a USEPA Section 319 grant application, which application will commit the required matching funding from the Kendall County Fox River Watershed Escrow account for up to \$387,000.00.

3. Maintenance. Pursuant to 70 ILCS 805/5, the District and County hereby agree that the restored and improved areas shall hereinafter be maintained by the District.

4. Miscellaneous.

A. Choice of Law and Venue. This Agreement shall be construed in accordance with the law and Constitution of the State of Illinois and if any provision is invalid for any reason such invalidations shall not render invalid other provisions which can be given effect without the invalid provision. 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.

B. Notices. All notices or other writings which any party hereto is required or permitted to give in connection with this Agreement shall be in writing and shall be served by personal delivery, which service shall be effective as of the date of such delivery, or mailed by registered or certified mail, return receipt requested, with proper postage prepaid, which service shall be effective two (2) business days after the date of such mailing, and addressed as follows or to such other person or address as either party may designate from time to time by written notice given to the other party pursuant hereto:

i. If to County: Kendall County
Latreese Caldwell, County Administrator
111 W. Fox Road
Yorkville, IL 60560

ii. with a copy to: Eric Weis
Kendall County State's Attorney
807 West John Street
Yorkville, Illinois 60560

iii. If to District: Kendall County Forest Preserve District
Attn: David Guritz, Executive Director
110 West Madison Street
Yorkville, IL 60560

C. Severability. If any provisions of this Agreement are held to be invalid, such provisions shall be deemed to be excised therefrom, and the invalidity thereof shall not affect any of the other provisions contained herein, which provisions shall be enforceable to the fullest extent possible.

D. Amendments. The parties agree that this Agreement and all Exhibits attached hereto may be amended only by the mutual consent of the parties by means of the same procedures used to adopt this Agreement and authorize its execution in the first instance.

E. Headings. The headings of the paragraphs of this Agreement are for convenience and reference only and do not form a part hereof and do not modify, interpret or construe the understandings of the parties hereto.

F. Counterparts. This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.

G. Singular and Plural. Terms used in this Agreement shall be read in the singular or the plural as may be appropriate to the context in which they are used.

H. Waiver. No waiver by either party of any breach of any term or condition hereof shall be deemed a waiver of the same or any subsequent breach of the same or any other term or condition hereof. No term or condition of this Agreement shall be deemed waived by either party unless waived in writing.

I. Entire Agreement. Except as hereinafter expressly provided, this Agreement

supersedes all prior agreements, negotiations and representations and is a full integration of the entire Agreement of the parties.

- J. Assignment. Neither party shall assign, sublet, sell, or transfer its interest in this Agreement without the prior written consent of the other.
- K. Termination. This Agreement may be terminated only by mutual consent of all of the parties acknowledged in writing.
- L. Relationship. Nothing contained in this Agreement, nor any act of the District or the County pursuant to this Agreement, shall be deemed or construed by any of the parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the District or the County.
- M. Authority to Execute Agreement. The District and the County 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 governmental action to execute this Agreement.
- N. Indemnity. To the fullest extent authorized by law, the District shall indemnify and hold harmless the County and its respective past, present and future County Board members, elected officials, insurers, agents, officers, and employees against any and all liabilities, claims, demands, suits, damages, charges, judgments, costs and expenses that may arise from any loss, damage, injury, death, or loss or damage to property (collectively, the "Claims"), to the extent such Claims are due to any negligent or willful acts of the District in its performance under this Agreement or in their performance of the dam removal and watershed improvement projects at Little Rock Creek and Maramech Forest Preserves.
- O. Remedies. In any action with respect to this Agreement, the Parties are free to pursue any legal remedies at law or in equity. The prevailing party by 75% or more of damages sought, in any action brought pursuant to this Agreement, shall be entitled to reasonable attorneys' fees and court costs arising out of any action or claim to enforce the provisions of this Agreement. In awarding attorney fees, the Court shall not be bound by any Court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.
- P. Breach. In the event of any breach of, or default, under this Agreement, the parties shall give prompt written notice of such alleged breach or default and the party receiving such notice shall have thirty (30) days after receipt of such notice to cure such alleged breach or default, prior to the seeking of any remedy provided for herein, provided, however, that said thirty (30) day period shall be reasonably extended if the defaulting party has initiated the cure of said breach of default and is diligently proceeding therewith. Notwithstanding the above, should the District fail to perform its obligations as listed in Paragraph 3 above, this agreement shall be rendered void and all further obligations upon the District herein shall cease.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed all as of the day and year first above written.

KENDALL COUNTY FOREST PRESERVE DISTRICT

By: _____
Brian DeBolt, President

Board of Commissioners

Aye: _____

Nay: _____

Abstain: _____

ATTEST: _____
Seth Wormley, Secretary

KENDALL COUNTY

By: _____
Matt Kellogg, Kendall County Board Chair

ATTEST: _____
Debbie Gillette, Kendall County Clerk

ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	BID UNIT PRICE	BID PRICE
DAM REMOVAL					
1	TREE AND BRUSH CLEARING	AC	0.3	\$ 30,000.00	\$ 9,000.00
2	SEEDING (DAM AREA)	SY	250	\$ 10.00	\$ 2,500.00
3	EROSION CONTROL BLANKET (DAM AREA)	SY	250	\$ 2.50	\$ 625.00
4	BANK RESTORATION ¹	LF	550	\$ 90.00	\$ 49,500.00
5	STONE TOE TREATMENT ²	LF	750	\$ 100.00	\$ 75,000.00
6	CONCRETE AND SHEETPILE REMOVAL	L SUM	1	\$ 90,000.00	\$ 90,000.00
7	STONE RIPRAP GRADE CONTROL RIFFLE	TON	1250	\$ 100.00	\$ 125,000.00
8	EMBANKMENT CULVERT	L SUM	1	\$ 10,000.00	\$ 10,000.00
9	LEVEE OPENING	L SUM	1	\$ 12,500.00	\$ 12,500.00
10	EMBANKMENT WIDENING ³	LF	350	\$ 125.00	\$ 43,750.00
11	ABUTMENT STONE RIP RAP PROTECTION	TON	20	\$ 100.00	\$ 2,000.00
12	WATER MANAGEMENT	L SUM	1	\$ 50,000.00	\$ 50,000.00
12	SOIL EROSION AND SEDIMENT CONTROL ALLOWANCE	L SUM	1	\$ 25,000.00	\$ 25,000.00
14	MOBILIZATION	L SUM	1	\$ 15,000.00	\$ 15,000.00
SUBTOTAL					\$ 509,875.00
GULLY STABILIZATION					
1	TREE TREE AND BRUSH CLEARING	AC	0.6	\$ 15,000.00	\$ 9,000.00
2	SEDIMENT BASIN EARTHWORK	CY	730	\$ 15.00	\$ 10,950.00
3	EROSION CONTROL BLANKET	SY	2930	\$ 2.50	\$ 7,325.00
4	SEDIMENT BASIN SEEDING	SY	2930	\$ 2.50	\$ 7,325.00
5	STONE RIPRAP CHECK DAM ¹	EACH	9	\$ 4,500.00	\$ 40,500.00
6	PROPERTY EDGE EROSION MANAGEMENT SEEDING	SY	478	\$ 2.50	\$ 1,194.44
7	MOBILIZATION	L SUM	1	\$ 5,000.00	\$ 5,000.00
SUBTOTAL					\$ 81,294.44
ENGINEERING AND PERMITTING		L SUM	1.0	\$ 110,000.00	\$ 110,000.00
CONTINGENCY		PERC	1	20%	\$ 140,233.89
TOTAL					\$ 841,403.33

GRANT REQUEST COST SUMMARY		
REQUESTED SECTION SECTION 319 FUNDS	60%	\$ 504,842.00
LOCAL MATCH FUNDS (COUNTY STORMWATER IMPACT FUND NOT TO EXCEED \$387,000)	40%	\$ 336,561.33
PROJECT TOTAL		\$ 841,403.33



Date: 7/27/2023

Quote No: 2023F-10469

Kendal County Forest Preserve
11285 Fox Rd
Yorkville, IL 60560

Attention: Dave Guritz

Re: Well pump VFD upfit
Kendall County Forest Preserve -Hoover

After the installation and performance issue to meet full speed pump output, is a result of the new VFD models being derated per governmental energy regulations. After conversing with the manufacture's tech support, the resolve to this issue is to upfit to a higher amperage VFD output.

FTI shall furnish necessary labor and material to exchange the existing and install a new upfit VFD ACH 580 to include the following:

- (1) ABB ACH580 104A/208/3 VFD
- Required electrical piping, wiring and hardware.

After the installation has been completed the unit will be tested under operation and returned to normal service.

(VFD) Total Material and Labor \$11,100.00

7/26 Install - Total Material and Labor (discounted - \$8,760.00)

Upfit - Total Material and Labor \$ 2,340.00

Approved _____

Notes:

- (1) Pricing is based on standard time labor rates 7:30am to 4:30pm Monday thru Friday.
- (2) Excludes permits and/or fees
- (3) Excludes any asbestos abatement or insulation repairs
- (4) Any unforeseen installation issues that arise during the project that require additional material and/or labor outside the base scope of work will be presented as a separate addendum to management for approval.
- (5) All repairs carry a 1-year standard warranty period against defects in material and workmanship.
- (6) Price valid for 60 days.

- * This pricing excludes applicable sales tax.
- * This Upfit consists of exchanging and returning the existing ACH 580 68A

Lead time for VFD (stock item)

Sincerely,

Terry Morgan
Field Service Sales

Fluid Technologies, Inc. would like to thank you for the opportunity to propose on this project. If there are any questions, please do not hesitate to call.



Date: 7/24/2023

Quote No: 2023F-10460

Kendal County Forest Preserve
11285 Fox Rd
Yorkville, IL 60560

Attention: Dave Gurityz

Re: Well pump VFD installation / Output filter
Kendall County Forest Preserve

FTI shall furnish necessary labor and material to install a new 25HP ABB ACH 580 variable speed frequency drive and output filter on the existing well pump system to include the following:

- (1) ABB ACH580 25HP/208/3 VFD
- (1) Nema 1 VFD output filter
- Required electrical piping, wiring and hardware.

After the installation has been completed the unit will be tested under operation and returned to normal service.

(VFD) Total Material and Labor \$8,760.00

Accepted

[Signature]
Director - KCIFPD

Line filter will be tested on site, and if replacement is needed.

(Line Filter) Total Material and Labor \$3,350.00

Accepted

[Signature]
Director - KCIFPD

Notes:

- (1) Pricing is based on standard time labor rates 7:30am to 4:30pm Monday thru Friday.
- (2) Excludes permits and/or fees
- (3) Excludes any asbestos abatement or insulation repairs
- (4) Any unforeseen installation issues that arise during the project that require additional material and/or labor outside the base scope of work will be presented as a separate addendum to management for approval.
- (5) All repairs carry a 1-year standard warranty period against defects in material and workmanship.
- (6) Price valid for 60 days.

* This pricing excludes applicable sales tax.

Lead time for VFD (stock item) Wednesday 7-26 scheduled install date.
Line filter Lead time 6-8 weeks

Sincerely,

Terry Morgan
Field Service Sales

Fluid Technologies, Inc. would like to thank you for the opportunity to propose on this project. If there are any questions, please do not hesitate to call.

Fluid Technologies Pumps and Controls, Inc.
925 Tollgate Rd Elgin, IL 60123
Ph 847-488-9588 Fax 847-488-8688

www.ftipumpsandcontrols.com

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 \$2,000,000 aggregate per project, (c) Comprehensive business automobile liability insurance in the minimum amount of \$1,000,000 combined single limit, (d) Minimum umbrella occurrence insurance of \$5,000,000 per occurrence and \$5,000,000 aggregate, (e) and if Professional Services shall be contracted for, Professional liability insurance in the minimum amount of \$1,000,000 combined single limit. 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 District within, the Waiver of Liability signed by all Licensee clients, customers or users as provided and set forth in **Exhibit C**.

7. Indemnification and Required Insurance Coverages

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.

Licensee is responsible for producing a Certificate of Insurance listing the District as a Certificate Holder as follows: Kendall County Forest Preserve District – Millbrook North Forest Preserve 110 W. Madison Street Yorkville, Illinois 60560

All coverage shall be placed with insurers authorized to conduct business in Illinois with a current A.M. Best's rating of no less than A:VII. Each insurance policy shall not be cancelled or changed without thirty (30) calendar days prior written notice, given by the insurance carrier to the Forest Preserve at the address set forth herein.

Minimum Scope and Limit of Insurance.

All coverage shall be at least as broad as the following:

Coverage shall be at least as broad as Insurance Services Form CG 00 01 covering CGL on an "occurrence" basis, (including property damage at \$100,000 per occurrence), bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence, \$2,000,000 aggregate with a claimant limit per claim and for each wrongful act of no less than \$10,000.00. Coverage shall also include \$25,000.00 for equine professional liability.

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

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of the licensing of the facility, work or operations performed by or on behalf of the Licensee including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Licensee's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this contract, the Licensee's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Licensee's insurance and shall not contribute with it.

Waiver of Subrogation

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

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District.

Verification of Coverage:

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

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.kendallcountylil.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 25, 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 entity 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

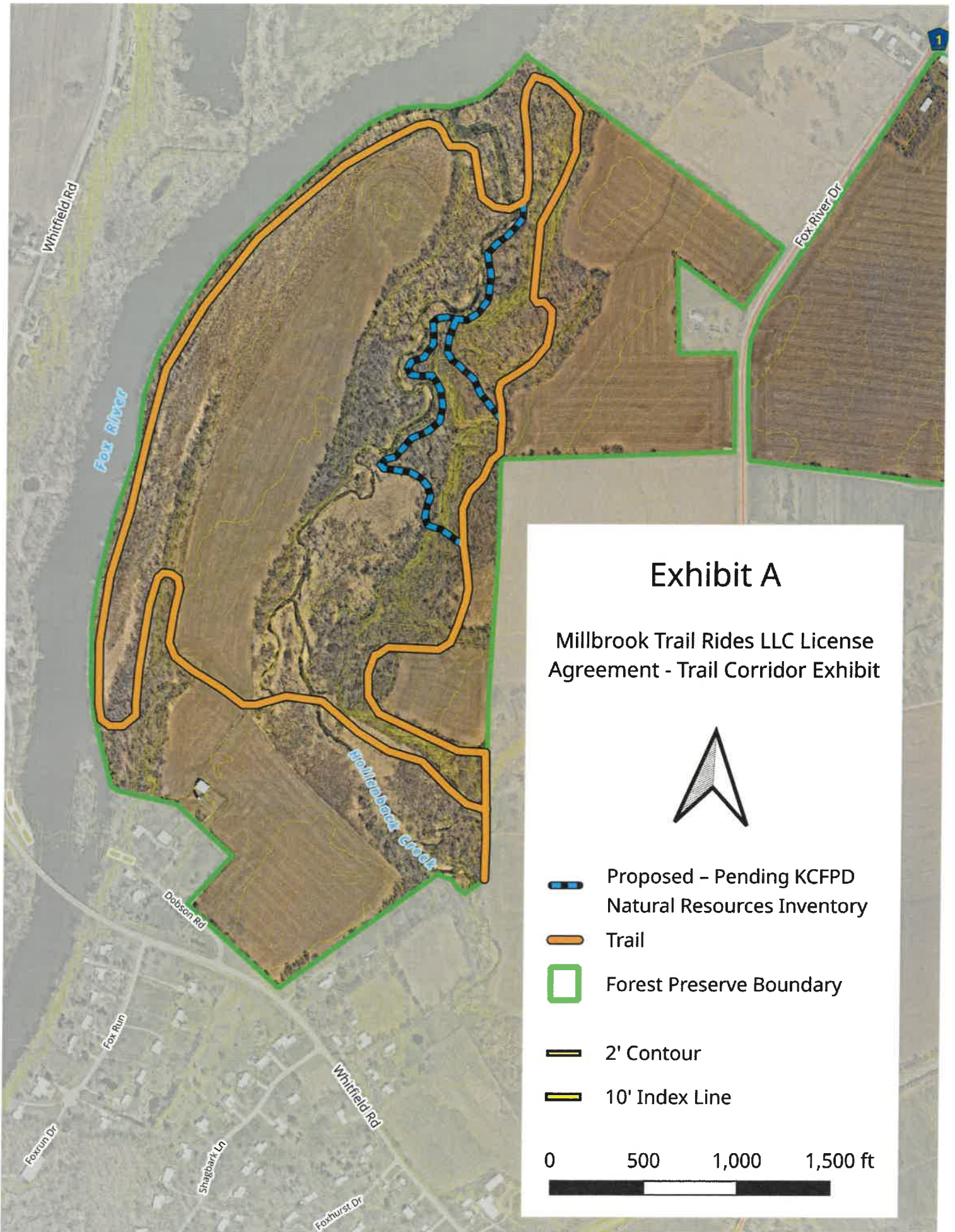







Exhibit A

Millbrook Trail Rides LLC License Agreement - Trail Corridor Exhibit



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

0 500 1,000 1,500 ft



**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

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 damages, 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 – DRAFT

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: _____