

KENDALL COUNTY FOREST PRESERVE DISTRICT

MEETING AGENDA

WEDNESDAY, AUGUST 2, 2023

6:00 PM

KENDALL COUNTY OFFICE BUILDING - ROOMS 209 & 210

- I. Call to Order
- II. Pledge of Allegiance
- III. Invocation
- IV. Roll Call:
Brian DeBolt (President), Ruben Rodriguez (Vice President), Seth Wormley (Secretary), Scott Gengler, Jason Peterson, Zach Bachmann, Elizabeth Flowers, Matt Kellogg, Dan Koukol, and Brooke Shanley
- V. Approval of Agenda
- VI. Public Comments
- VII. **(1) CONSENT AGENDA**
 - A. Approval of Minutes
 - Kendall County Forest Preserve District Commission Meeting of July 18, 2023
 - B. **(1) Approval of Claims in the Amount of \$24,328.88**
 - C. **(1) MOTION: Approval of an Amended License Agreement with Millbrook Trail Rides, LLC for Trail Corridor Access beginning August 2, 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. **(1) MOTION: Approval of a Proposal from FTI for the Purchase and Installation of an Upgraded ACH 580 (104 Amp) Variable Frequency Drive Unit for the Hoover Forest Preserve Well Pump in the Amount of \$2,340.00 Representing the Difference in Unit Price Only over the Previously Purchased and Installed Variable Frequency Drive Model ACH 580 (25 HP) Unit**
- VIII. **OLD BUSINESS**

No items posted for consideration.
- IX. **NEW BUSINESS**
 - (1) MOTION: Approval of a Wire Wizard of Illinois Proposal for the Purchase and Installation of a Honeywell HN30040101D45PK Network Video Kit and Option #1 and Option #2 Surveillance Cameras for the Pickerill Estate House Security System in the Amount of \$1,400.00**
 - (1) MOTION: Approval of a Wire Wizard of Illinois Proposal for the Purchase and Installation of a Public Address System Including Speakers with Motion Detectors for the Pickerill Estate House Security System in the Amount of \$959.00**
- 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 FOREST PRESERVE DISTRICT
COMMISSION MEETING MINUTES
JULY 18, 2023**

I. Call to Order

President DeBolt called the meeting to order at 11:45 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

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

Roll call: Commissioners Bachmann, Flowers, Gengler, Kellogg, Koukol, Peterson, 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 Flowers. 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 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 June 7, 2023
- Kendall County Forest Preserve District Committee of the Whole Meeting July 11, 2023

B. Approval of Claims in the Amount of \$17,279.33

- C. 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. **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. **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

Director Guritz provided contact updates to item C.

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

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

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

Commissioner Koukol made a motion for an affirming vote to item D. Seconded by Commissioner Peterson.

Motion: Commissioner Koukol					
Second: Commissioner Peterson					
Roll call: Affirming Vote Item D.					
Commissioner	Aye	Opposed	Commissioner	Aye	Opposed
Bachmann	X		Koukol	X	
DeBolt	X		Peterson	X	
Flowers	X		Rodriguez	X	
Gengler	X		Shanley	X	
Kellogg	X		Wormley	X	
Motion unanimously approved.					

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

VIII. OLD BUSINESS

No items posted for consideration.

IX. NEW BUSINESS

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

Commissioner Shanley made a motion to approve 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. Seconded by Commissioner Kellogg.

Motion: Commissioner Shanley					
Second: Commissioner Kellogg					
Roll call: Kluber Architects + Engineers of Aurora, IL Professional Services Contract					
Commissioner	Aye	Opposed	Commissioner	Aye	Opposed
Bachmann	X		Koukol	X	
DeBolt	X		Peterson	X	
Flowers	X		Rodriguez	X	
Gengler	X		Shanley	X	
Kellogg	X		Wormley	X	

Motion unanimously approved.

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

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

No Committee reports were extended.

XI. Public Comments

DRAFT FOR COMMISSION APPROVAL: 08-02-2023

Eric Weis, Yorkville, extended public comment on the Ken Pickerill Estate House, and spoke on Ken's mentorship and giving personality.

Commissioners DeBolt, Rodriguez, Kellogg, Gengler, and Shanley offered comments of thanks to those that worked, volunteered, and donated to the Pickerill Estate House project.

XII. Executive Session

None.

XIII. Other Items of Business

None.

XIV. Adjournment

Commissioner Kellogg made a motion to adjourn. Seconded by Commissioner Wormley. Aye, all. Opposed, none. Meeting adjourned at 11:59 am.

Respectfully submitted,

Antoinette White
Acting Director, Kendall County Forest Preserve District

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	9361548011073123	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													
51	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
													\$126.81
													\$126.81
Environmental Education Camps													
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
													\$63.25
67	AMEREN ILLINOIS	27864440060731 23	Millbrook S Electric	190011	63510	Electric							\$56.96
2047	COMED	93615780000731 23	ComEd Baker Woods	190011	63510	Electric							\$19.17
													\$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
						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
Forest Preserve Director							
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
							Total	\$1,512.83
Hoover								
1820		UNIQUE PRODUCTS & SERVICE	452660	Cleaning Supplies, paper products	19001183	63110	Shop Supplies	\$911.89
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

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 August 3, 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.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 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 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. The license agreement with Millbrook Trail Rides, Inc. approved by the Kendall County Forest Preserve District's Board of Commissioners on July 18, 2023 is rescinded in its entirety. 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

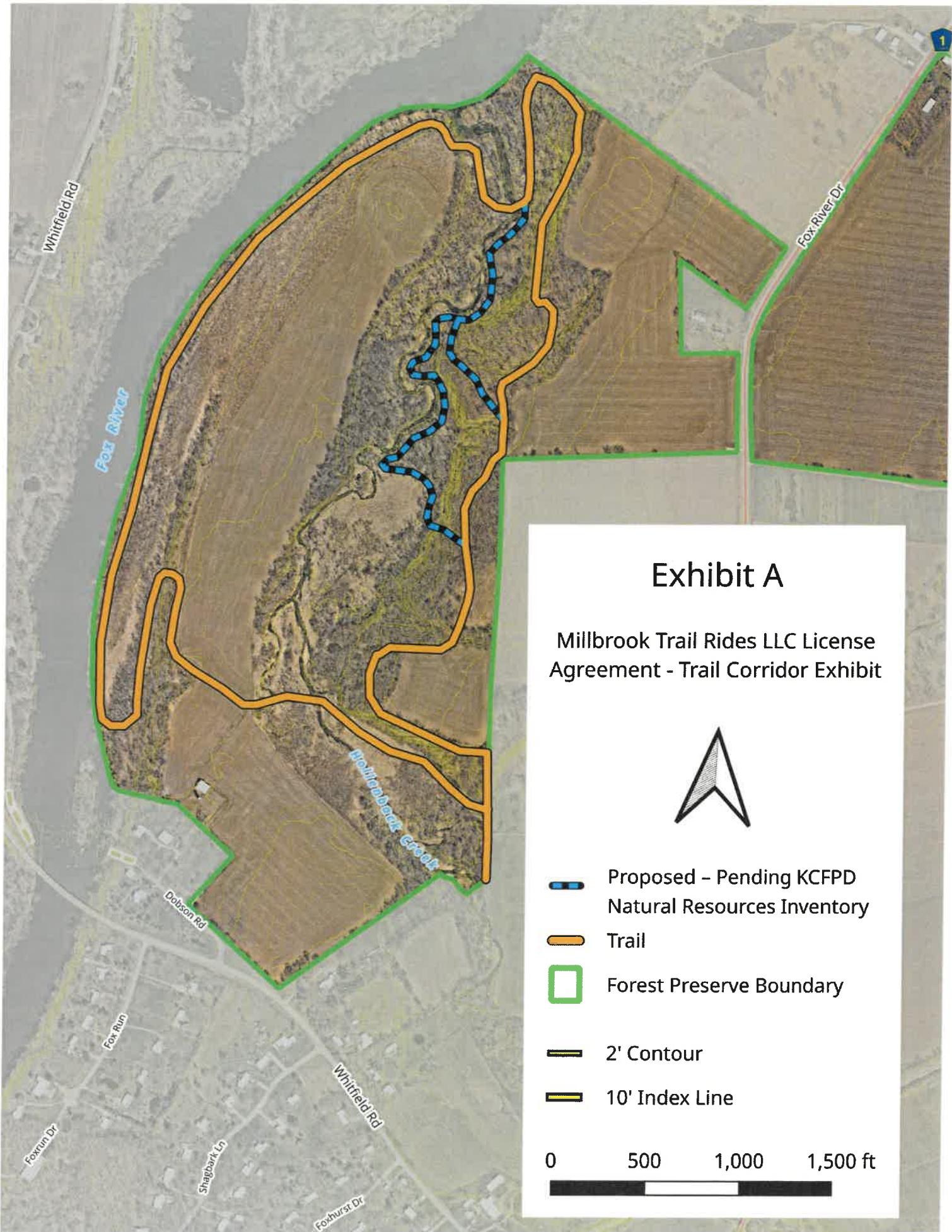







Exhibit A

Millbrook Trail Rides LLC License Agreement - Trail Corridor Exhibit



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

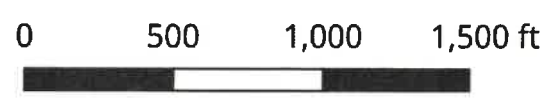


Exhibit B: Millbrook North Forest Preserve – Designated Trail Corridor Schedule for Access
Millbrook Trail Rides License Agreement

Dates for Access:

Pilot year:

August 3, 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 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 - FINAL

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: _____



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 Dave Gurityz 07/24/23
Exec. P. r. - KCFFD

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

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

Accepted _____

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.



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.**