

KENDALL COUNTY FOREST PRESERVE DISTRICT

MEETING AGENDA

TUESDAY, JULY 16, 2024

9:00 AM

KENDALL COUNTY OFFICE BUILDING - ROOMS 209 & 210

- I. Call to Order
- II. Pledge of Allegiance
- III. Invocation
- IV. Roll Call:
Brian DeBolt (President), Ruben Rodriguez (Vice President), Seth Wormley (Secretary), Scott Gengler, Jason Peterson, Zach Bachmann, Elizabeth Flowers, Matt Kellogg, Dan Koukol, and Brooke Shanley
- V. Approval of Agenda
- VI. Public Comments
- VII. ⁽¹⁾ **CONSENT AGENDA**
 - A. Approval of Minutes
 - Kendall County Forest Preserve District Commission Meeting of June 18, 2024
 - Kendall County Forest Preserve District Finance Committee Meeting of June 27, 2024
 - B. ⁽¹⁾ **MOTION**: Approval of Claims in the Amount of \$47,752.71 (063024F) and \$50,413.16 (071524F)
 - C. ⁽¹⁾ **MOTION**: Approval of a Software Upgrade Proposal from DaySmart Recreation of Ann Arbor, Michigan with an Effective Annual Subscription Date of August 1, 2024, and First-Year Annual Subscription Fee of \$5,400.00
 - D. ⁽¹⁾ **MOTION**: Approval of the 24-25 CWD Bow Hunt Program Manual, Including an Initial Registration Period Beginning July 29, 2024 for Prior Year Permit Holders Only, Open Registration for Kendall County Residents Only Beginning August 5, 2024, Open Registration for Out-of-County Residents Beginning August 12, 2024, with Program Registration Closed after August 16, 2024, a Program Capacity Limit of 85 Full Season Permits with a Kendall County Resident Permit Fee of \$260.00 (\$75.00 for an Invited Resident 2-Weekend Guest Pass) and \$360.00 Non-Resident Permit Fee (\$125.00 for an Invited Non-Resident 2-Weekend Guest Pass)
 - E. ⁽¹⁾ **MOTION**: Approval of Contract No. 24-06-001 with TKO Roofing and Siding of Yorkville, Illinois for the 2024 Roof Replacements and Building Re-Sealing Project for the "Old Shop" at Hoover Forest Preserve and Ellis House at Baker Woods Forest Preserve for the Base-Bid Amount of \$78,341.00 plus \$1,100.00 for Add Alternate #1 Roof Window Replacement for a Total Contract Amount Not-to-Exceed \$79,441.00
 - F. ⁽¹⁾ **MOTION**: Approval of Contract No. 24-06-002 with Great Lakes Water Resource Group, Inc. of Joliet, Illinois for the 2024 Hoover Well Pump Replacement Project at Hoover Forest Preserve in the Amount of \$38,548.00
 - G. ⁽¹⁾ **MOTION**: Approval of an Increase of the District's Assigned Credit Card Payment Transaction Fees from 2.5% to 3.5% effective December 1, 2024
- VIII. **OLD BUSINESS**
No items posted for consideration.
- IX. **NEW BUSINESS**
No items posted for consideration.
- X. Committee Chairman Reports: Seth Wormley (Finance) and Dan Koukol (Operations)
- XI. Public Comments
- XII. Executive Session
- XIII. **OTHER ITEMS OF BUSINESS**
Notice of Meeting Cancellation:
Kendall County Forest Preserve District Commission Meeting - Tuesday, August 6, 2024 @ 6:00 PM
- 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)

Claims Listing

6/26/2024 11:02:33 AM

Department	Vendor #	Vendor Name	Invoice #	Invoice Description	GL Account	Description	Invoice Amount
Ellis Barn	2047	COMED	2346189000063024	ComEd Ellis House	19001161 62270	Utilities	\$542.62
						Sub-Total	\$542.62
	124	BARRETT'S ECOWATER	0010381063024	Ellis Water Service	19001161 68580	Grounds and Maintenance	\$224.16
	1323	MENARDS	761	Post Frame	19001161 68580	Grounds and Maintenance	\$74.99
	3380	AMAZON CAPITAL SERVICES	1NHL-PWNR-1TPL	Ellis Contractor Trash Bags	19001161 68580	Grounds and Maintenance	\$84.98
					Sub-Total	\$384.13	
Ellis Camps					Ellis Barn	Total	\$926.75
	3380	AMAZON CAPITAL SERVICES	1LY4-31RD-HRTN	Ellis Summer Camp Supplies	19001163 63030	Program Supplies	\$145.86
						Sub-Total	\$145.86
Ellis Grounds					Ellis Camps	Total	\$145.86
	236	CENTRAL LIMESTONE CO INC	38201	Gravel for Ellis	19001162 68580	Grounds and Maintenance	\$232.34
	3380	AMAZON CAPITAL SERVICES	1MQY-7YQN-3L7P	Ellis Chainsaw Chain, Hedge trimmer	19001162 68580	Grounds and Maintenance	\$166.68
						Sub-Total	\$399.02
					Ellis Grounds	Total	\$399.02

Ellis House								
3380	AMAZON CAPITAL SERVICES	1P1M-3TM3-J4D3	Envelopes	19001160 62000	Office Supplies			\$18.99
						Sub-Total		\$18.99
4762	WATCH COMMUNICATIONS	1405336063024	Ellis Internet Services	19001160 62270	Utilities			\$108.49
						Sub-Total		\$108.49
				Ellis House	Total			\$127.48
3380	AMAZON CAPITAL SERVICES	1M4D-GQ4X-GF1F	Cat Food	19001164 63000	Animal Care & Supplies			\$25.62
3380	AMAZON CAPITAL SERVICES	1TCH-JNWW-11LY	Grip Schooling Reins	19001164 63000	Animal Care & Supplies			\$25.39
						Sub-Total		\$51.01
				Ellis Riding Lessons	Total			\$51.01
3119	RACHEL WIXON	NB Refund 2024-2025	NB refund-Moving	19001178 63040	Security Deposit Refund			\$1,620.00
						Sub-Total		\$1,620.00
				Environmental Educ. Natrl Beg.	Total			\$1,620.00
1020	ILLINOIS STATE POLICE SERVICES FUND	2024055718	Background Checks	190011 62000	Office Supplies			\$20.00
1304	MARCO TECHNOLOGIES, LLC	531965762F	monthly copiers 05/28/2024 - 06/28/2024	190011 62000	Office Supplies			\$322.84
						Sub-Total		\$342.84

**Forest Preserve
Director**

1199	KLUBER, INC.	9034	Professional Services, reimbursements-Subat	190411 62150	Contractual Services	\$39,366.43
					Sub-Total	\$39,366.43

67	AMEREN ILLINOIS	27864440060630 24	Millbrook S Electric	190011 63510	Electric	\$33.34
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2047	COMED	10178790000630 24	ComEd Baker Woods	190011 63510	Electric	\$22.19
					Sub-Total	\$55.53

1343	MIDWEST ENVIRONMENTAL	24-458	Asbestos Sampling-Hoover-Shop, Well House	190711 68500	Project Fund Expenses	\$1,104.00
					Sub-Total	\$1,104.00

Forest Preserve Director

					Total	\$40,868.80
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Grounds and Natural Resources

678	GRAINCO FS, INC.	00001603642	Harris #4 Propane	19001183 62180	Gasoline / Fuel / Oil	\$195.67
					Sub-Total	\$195.67

1655	SERVICE SANITATION, INC	50-493234063024	Portable Restroom Services	19001183 63070	Refuse Pickup	\$368.66
					Sub-Total	\$368.66

1452	NICOR	85662610121063 024	Nicor Millbrook S	19001183 63090	Natural Gas	\$144.27
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1452	NICOR	87946110001063 024	Nicor Harris	19001183 63090	Natural Gas	\$82.82
					Sub-Total	\$227.09

Grounds and Natural Resources

695	GROUND EFFECTS INC	496017-000	Limestone	19001183	68530	Preserve Improvements	\$63.00	
1323	MENARDS	670	Concrete Mix	19001183	68530	Preserve Improvements	\$11.34	
3380	AMAZON CAPITAL SERVICES	1FH1-J3MF-NVTM	No Smoking signs	19001183	68530	Preserve Improvements	\$19.39	
							Sub-Total	\$93.73
							Grounds and Natural Resources	Total
								\$885.15
Hoover								
4306	CHEVELLE VALDEZ	24-00124	MHL Sec Dep Refund	19001171	63040	Security Deposit Refund	\$230.00	
4368	CHEYENNE BROUCEK	24-00192	Moonseed Sec Dep Refund	19001171	63040	Security Deposit Refund	\$100.00	
4832	SARA DURAN	24-00171	Blazing Star Sec Dep Refund	19001171	63040	Security Deposit Refund	\$100.00	
4833	LYNN ARMSTRONG	24-00099	MHL Sec Dep Refund	19001171	63040	Security Deposit Refund	\$365.00	
							Sub-Total	\$795.00
1452	NICOR	22827083027063024	Nicor Hoover shop	19001171	63090	Natural Gas	\$47.81	
1452	NICOR	23336698297063024	Nicor Rookery	19001171	63090	Natural Gas	\$52.95	
1452	NICOR	24614203628063024	Nicor Blazing Star	19001171	63090	Natural Gas	\$45.79	
1452	NICOR	28235299733063024	Nicor Moonseed	19001171	63090	Natural Gas	\$48.83	

1452	NICOR	30831034894063 024	Nicor Kingfisher	19001171	63090	Natural Gas	\$49.36
1452	NICOR	50980197128063 024	Nicor Meadowhawk Lodge	19001171	63090	Natural Gas	\$46.45
1452	NICOR	72389374124063 024	Nicor Hoover Residence	19001171	63090	Natural Gas	\$32.66
1452	NICOR	88551401149063 024	Nicor Hoover Maintenance	19001171	63090	Natural Gas	\$48.18
						Sub-Total	\$372.03
2047	COMED	04740380000630 24	ComEd Hoover Multiple	19001171	63100	Electric	\$757.92
2047	COMED	05073977000063 024	ComEd Hoover Bathroom	19001171	63100	Electric	\$117.79
2047	COMED	98378312220630 24	ComEd Hoover Residence	19001171	63100	Electric	\$95.44
						Sub-Total	\$971.15
1820	UNIQUE PRODUCTS & SERVICE	467998-1	Dog Waste Bags	19001171	68580	Grounds and Maintenance	\$195.81
						Sub-Total	\$195.81
					Hoover	Total	\$2,333.99
4834	ALYSHA MILLARD	24-00149	Pickerill Sec Dep Refund	19001184	63040	Security Deposit Refund	\$347.50
						Sub-Total	\$347.50

Pickerill - Pigott

Pickerill - Pigott

2047	COMED	15656651106302 4	ComEd Pickerill House	19001184 63100	Electric	\$47.15	
						Sub-Total	\$47.15
						Total	\$394.65
						Grand Total	\$47,752.71

Claims Listing

7/10/2024 11:48:26 AM

Department	Vendor #	Vendor Name	Invoice #	Invoice Description	GL Account	Description	Invoice Amount
Ellis Barn	1060	JOHN DEERE FINANCIAL	11113-41567071524	Ellis-Various supplies	19001161 68580	Grounds and Maintenance	\$120.92
	3380	AMAZON CAPITAL SERVICES	17GL-3TW3-76HL	Wall Mounted fans	19001161 68580	Grounds and Maintenance	\$259.98
						Sub-Total	\$380.90
					Ellis Barn	Total	\$380.90
Ellis Grounds	541	FIRST NATIONAL BANK OF OMAHA	Vick9778June2024	Vick Credit Card June 2024	19001162 68580	Grounds and Maintenance	\$34.75
	1060	JOHN DEERE FINANCIAL	11113-41567071524	Ellis-Various supplies	19001162 68580	Grounds and Maintenance	\$251.53
	1323	MENARDS	1832	Cedar boards, hardware	19001162 68580	Grounds and Maintenance	\$27.76
						Sub-Total	\$314.04
					Ellis Grounds	Total	\$314.04
Ellis House	541	FIRST NATIONAL BANK OF OMAHA	Vick9778June2024	Vick Credit Card June 2024	19001160 62000	Office Supplies	\$22.30
						Sub-Total	\$22.30
					Ellis House	Total	\$22.30

**Forest Preserve
Director**

3380	AMAZON CAPITAL SERVICES	1V9Y-QMDQ-KNLP	Binders, dividers, leveling kit	190011 62000	Office Supplies	\$26.75
					Sub-Total	\$699.10
541	FIRST NATIONAL BANK OF OMAHA	Wiencke3433June2024	Wiencke Credit Card June 2024	190011 62040	Conferences	\$37.00
2170	ANTOINETTE WHITE	TuitionReimburs eSuml	Tuition Reimbursement Summer I	190011 62040	Conferences	\$1,740.00
					Sub-Total	\$1,777.00
317	COFFMAN TRUCK SALES INC	564358	Truck parts for repairs	190711 62160	Equipment	\$1,520.60
3869	MCCULLOUGH IMPLEMENT COMPANY	E01046, E01047	Mowers	190711 62160	Equipment	\$33,388.44
					Sub-Total	\$34,909.04
2047	COMED	0616965000071524	ComEd-Harris Arena	190011 63510	Electric	\$28.42
2047	COMED	2873479000071524	ComEd Richard Young	190011 63510	Electric	\$25.89
2047	COMED	6611022222071524	ComEd Jay Woods	190011 63510	Electric	\$51.81
2047	COMED	7991865000071524	ComEd Harris	190011 63510	Electric	\$96.76
					Sub-Total	\$202.88
541	FIRST NATIONAL BANK OF OMAHA	Guritz3583June2024	Guritz Credit Card June 2024	190011 68430	Marketing / Publicity	\$144.14
1665	SHAW MEDIA	10085118071524	Webiste Hosting	190011 68430	Marketing / Publicity	\$59.99
					Sub-Total	\$204.13

Forest Preserve		Forest Preserve Director		Total	\$37,792.15
506	ELBURN NAPA, INC.	4860071524	Fluid filter, motor oil	19001183 62160	Equipment \$74.45
541	FIRST NATIONAL BANK OF OMAHA	White5931June2024	White Credit Card June 2024	19001183 62160	Equipment \$134.32
1060	JOHN DEERE FINANCIAL	41111-16381071524	Jumper, rocker switch	19001183 62160	Equipment \$58.22
3380	AMAZON CAPITAL SERVICES	1V9Y-QMDQ-KNLP	Binders, dividers, leveling kit	19001183 62160	Equipment \$46.45
				Sub-Total	\$313.44
678	GRAINCO FS, INC.	71011908	Gas, Regulator, connector	19001183 62180	Gasoline / Fuel / Oil \$129.76
1153	KENDALL CO HIGHWAY DEPT	June2024Fuel	Gas and Diesel-June 2024	19001183 62180	Gasoline / Fuel / Oil \$1,150.44
				Sub-Total	\$1,280.20
4851	JESSICA DVORAK	24-00190	Firewood refund-did not receive	19001183 63040	Security Deposit Refund \$25.00
				Sub-Total	\$25.00
790	HOLLY SEPTIC SERVICE	1013	Septic Pump Services	19001183 63070	Refuse Pickup \$1,950.00
				Sub-Total	\$1,950.00
1323	MENARDS	1759	Bungees, tarp straps, soap, lock nut, salt	19001183 63110	Shop Supplies \$57.63
1820	UNIQUE PRODUCTS & SERVICE	467998	Paper towels, cleaners, urinal blocks, trash liner	19001183 63110	Shop Supplies \$402.25
1950	YORKVILLE ACE & RADIO SHACK	400515071524	Chain, file	19001183 63110	Shop Supplies \$58.98

Grounds and Natural Resources	3380	AMAZON CAPITAL SERVICES	14GV-1VJ4-DPVL	Vinyl Numbers	19001183 63110	Shop Supplies	\$16.90
						Sub-Total	\$535.76
	3837	T-MOBILE	982008249071524	Cell phone serves, handset/accessory purchase	19001183 63540	Telephones	\$709.43
	3837	T-MOBILE	990345112071524	Ooma Device Services	19001183 63540	Telephones	\$79.90
						Sub-Total	\$789.33
	541	FIRST NATIONAL BANK OF OMAHA	White5931June2024	White Credit Card June 2024	19001183 68530	Preserve Improvements	\$50.00
	1323	MENARDS	1822	Discharge hose, stain	19001183 68530	Preserve Improvements	\$203.99
						Sub-Total	\$253.99
					Grounds and Natural Resources	Total	\$5,147.72
	893	IL ENVIRONMENTAL PROTECTION AGENCY	ILG551014A0715 24	Annual NPDES Fee	19001171 62270	Utilities	\$500.00
					Sub-Total	\$500.00	
3603	NANCY ELLEN	23-00406	MHL Sec Dep Refund	19001171 63040	Security Deposit Refund	\$157.50	
					Sub-Total	\$157.50	

Hoover

Hoover									
1820	UNIQUE PRODUCTS & SERVICE	467998	Paper towels, cleaners, urinal blocks, trash liner	19001171	63110	Shop Supplies			\$579.66
							Sub-Total		\$579.66
								Hoover	Total
									\$1,237.16
Pickerill - Pigott									
2047	COMED	15656651110715 24	ComEd Pickerill House	19001184	63100	Electric			\$40.18
2047	COMED	94385650000715 24	ComEd Pickerill Shelter	19001184	63100	Electric			\$16.62
							Sub-Total		\$56.80
								Pickerill - Pigott	Total
									\$56.80
								Grand Total	\$50,413.16

**KENDALL COUNTY FOREST PRESERVE DISTRICT
FINANCE COMMITTEE MEETING MINUTES
MAY 30, 2024**

I. Call to Order

Chairman Wormley called the meeting to order at 5:10 pm in the Kendall County Administrative Office Building, Rooms 209 and 210.

II. Roll Call

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

Commissioners Kellogg, Peterson, Shanley, and Wormley were all present.

III. Approval of Agenda

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

IV. Public Comments

No public comments were offered from citizens present.

V. Motion to Forward Claims to Commission for Approval

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

VI. Review of Financial Statements for the Period Ending May 31, 2024

Executive Advisor Guritz presented the District’s preliminary financial statements through May 31, 2024. The District is on track to meet budget expectations for the year.

OLD BUSINESS

VII. MOTION: Approval to Forward the Final Draft of the Ohio Valley Acquisition LLC – TC Energy – Temporary Easement Agreement to the Committee of the Whole for Review

Commissioner Shanley made a motion to forward the final draft of the Ohio Valley Acquisition LLC – TC Energy – temporary easement Agreement to the Committee of the Whole for review. Seconded by Commissioner Peterson. Aye, all. Opposed, none.

VIII. Upland Design LTD Site Plan Development and FY24 OSLAD Application Proposal for Acquiring the Aux Sable Creek Forest Preserve Parcels

The Finance Committee discussed the FY24 OSLAD application proposal. The site development and acquisition project will be reconsidered in FY2025.

NEW BUSINESS

IX. Unemployment Claims Expense Coding - Discussion and FY24 Fund 1900 Budget Amendment

Executive Advisor Guritz provided an overview on expense coding of unemployment claims. A new GL Code was added to the FY24 budget to account for the recent invoice received from the State.

X. Hoover and Baker Woods Roofing Projects Bid Results and Recommendations (Solicitation No. 24-06-001)

Commissioner Kellogg made a motion to forward the contract for the Hoover and Baker Woods Roofing Projects to the Committee of the Whole for review. Seconded by Commissioner Peterson. Aye, all. Opposed, none.

XI. 2024 Hoover Well Pump Replacement and Installation Project Bid Results and Recommendations (Solicitation No. 24-06-002)

Commissioner Wormley made a motion to forward the contract for the 2024 Hoover Well Pump Replacement and Installation Project to the Committee of the Whole for review. Seconded by Commissioner Shanley. Aye, all. Opposed, none.

XII. Probable Cost Estimate for Cured-in-Place Pipe (CIPP) Sewer Main Lining at Hoover Forest Preserve

Executive Advisor Guritz provided updates on the CIPP sewer lining at Hoover Forest Preserve.

The Finance Committee provided direction to draft the bid announcement and specifications for the project, including adding a bid alternate to complete a larger scope of work in the event that additional ARPA funding can be extended.

XIII. FY25 Preliminary Operating Fund (Fund 1900) Budget and Personnel Discussion

Executive Advisor Guritz provided an overview of the FY24 preliminary operating fund, presenting a balanced budget.

The Finance Committee provided direction to increase the salary raise minimum to 4%.

XIV. Henneberry Forest Preserve Maintenance Access Drive - Overview and Preliminary Proposal Discussion

Executive Advisor Guritz provided an overview of discussion on the potential Henneberry Forest Preserve maintenance access drive.

Other Items of Business

No other items of business were discussed.

XV. Public Comments

No public comments were offered from citizens in attendance.

XVI. Executive Session

None.

XVII. Adjournment

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

Meeting adjourned at 6:11 pm.

Respectfully submitted,

David Guritz
Executive Advisor

**KENDALL COUNTY FOREST PRESERVE DISTRICT
COMMISSION MEETING MINUTES
JUNE 18, 2024**

I. Call to Order

President DeBolt called the meeting to order at 10:02 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 Rodriguez made a motion to approve the agenda as presented. Seconded by Commissioner Koukol. 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 4, 2024
- Kendall County Forest Preserve District Committee of the Whole Meeting of June 11, 2024

B. MOTION: Approval of Claims in the Amount of \$20,717.92

C. MOTION: Approval of the Purchase of Two (2) Kubota ZD1211-3-60 Zero Turn Mowers from McCullough Kubota of Morris with Sourcewell Cooperative (Solicitation Number: RFP #031121) Bid Base Prices of 1) \$16,274.22, and 2) \$18,114.22 (Includes Semi-Pneumatic Front Tires Upgrade) for a Total Combined Cost of \$34,388.44, Less Optional Trade-in Deductions for the District's 2011 Kubota ZD331LP 72" Zero Turn Mower at (\$1,000.00) and 2018 John Deere Z960M Zero Turn Mower at (\$3,000.00)

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

Motion: Commissioner Flowers					
Second: Commissioner Shanley					
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.

VIII. OLD BUSINESS

No items posted for consideration.

IX. NEW BUSINESS

- A. MOTION: Approval of Contract with Lite Construction of Montgomery, Illinois for Completion of the Mary M. Subat Nature Center Project #23-429-1495 (State of Illinois, Department of Natural Resources OSLAD Grant Agreement #OS 23-2290) for a Base Bid Amount of \$1,206,697.00, Plus Alternates No. 1 for Electrical Conduit Installation for \$5,500.00; No. 2 for Stamped and Stained Concrete for \$42,500.00, and No. 3 for an ADA Viewing Scope for \$8,000.00 for a Total Contract Cost Not-to-Exceed \$1,262,697.00

Commissioner Peterson made a motion to approve a contract with Lite Construction, Inc. of Montgomery, Illinois for completion of the Mary M. Subat Nature Center Project #23-429-1495 (State of Illinois, Department of Natural Resources OSLAD Grant Agreement #OS 23-2290) for a base bid amount of \$1,206,697.00, plus Alternates No. 1 for electrical conduit installation for \$5,500.00; No. 2 for stamped and stained concrete for \$42,500.00, and No. 3 for an ADA Viewing Scope for \$8,000.00 for a total contract cost not-to-exceed \$1,262,697.00. Seconded by Commissioner Shanley. Aye, all. Opposed, none.

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

Finance Chair Wormley provided updates on the temporary easement with TC Energy. Operation Chair Koukol provided updates on the District’s mower replacements.

XI. Public Comments

No public comments were offered from citizens in attendance.

XII. Executive Session

None.

XIII. Other Items of Business

No other items of business were presented for discussion.

XIV. Adjournment

Commissioner Flowers made a motion to adjourn. Seconded by Commissioner Shanley. Aye, all. Opposed, none. Meeting adjourned at 10:10 am.

Respectfully submitted,

David Guritz
Executive Advisor, Kendall County Forest Preserve District



Software Upgrade

From RecPro Software To DaySmart Recreation

RecPro Software Contract

DaySmart acquired R.C. Systems, Inc. on March 13, 2023. DaySmart assumes the responsibilities of all contracts under management, including the contract with the Kendall County Forest Preserve District (KCFPD), IL. First and foremost, the current agreement between KCFPD and R.C. Systems, Inc. “RecPro Software” remains in place. We will continue to provide the same excellent level of maintenance and support that KCFPD is accustomed to. At this time, there is no additional contract to be signed as migrating to DaySmart Recreation is viewed as an upgrade to KCFPD’s existing RecPro Software system.

Kendall County Forest Preserve District and RecPro Software had a year-to-year agreement that began in 2015 and has been extended annually for a period of 12 months with payment of the renewal invoice for support/maintenance. DaySmart fully intends to honor any agreement that is currently in place. Any changes to this arrangement will be addressed annually at the time of renewal. This statement does not preclude us from exploring additional options with DaySmart’s suite of products.

DaySmart Recreation Required Fees

Below is a 3 year forecast of the fees KCFPD will incur to use DaySmart Recreation. Even though this is a 3 year forecast, our agreement will still be year-to-year. The Annual Subscription Fee includes support, maintenance, hosting and updates. Credit Card & ACH Processing Fees are separate and are *not* included in the fees listed in the grid below. The Annual Subscription is subject to an annual inflationary increase (4.0%) as illustrated in the grid below (which is similar to how RecPro was priced).

Year	Annual Subscription Fee
Year 1	\$5,400
Year 2	\$5,616
Year 3	\$5,820

Currently KCFPD renews RecPro Support & Maintenance every August 1st. It is the intent of KCFPD to begin training with DaySmart Recreation on or around June 1, 2024. The agreement will need to be signed no later than July 26, 2024 and the first year subscription for DaySmart Recreation will get billed on August 1, 2024. KCFPD’s annual renewal date will remain August 1st moving forward.

KCFPD will have access to DaySmart Recreation to begin setup while continuing to use RecPro for day-to-day business until KCFPD completes the onboarding process with DaySmart Recreation on or around December 1, 2024.

DaySmart Recreation Upgrade / Onboarding Fees

Because the Parks & Recreation department is a current RecPro customer, all upgrade and onboarding fees are being waived. Virtual Setup & Training (typically \$2,400) and Data Migration** (typically \$4,500) will be FREE as long as KCFPD completes the setup & training process and uses DaySmart Recreation for a minimum of 12 months. If KCFPD does not complete setup & training and does not use DaySmart Recreation for the minimum of 12 months, then DaySmart reserves the right to recoup the training and data migration fees totaling a maximum of \$6,900.

** Please note that Data Migration is *optional* and includes active Customer Accounts, active G/L Accounts, active Memberships, active Recurring Billing Contracts, future Calendar Events. No history or transactional data will be converted.

DaySmart Recreation Payment Terms

Annual Billings – (KCFPD is currently setup for Annual Billings)

- First year would be trued up based on a credit for any unused RecPro support (as explained above).
- Renewals shall be invoiced on the Renewal Date of relevant calendar years beginning with the second year of service (ex: July 1st)
- Payment Terms are **Net 60 Days** on all invoices
- Acceptable Payment Methods for Annual Billings are as follows
 - o Check
 - o ACH (initiated by DaySmart Recreation)
 - o Credit Card (+ 3% service fee)

Monthly Billings – (Only in the event KCFPD would like to move toward Monthly billings)

- Monthly billings shall be invoiced on the Effective Date of relevant calendar months beginning with the first month of service (ex: July 1st)
- Payment Terms are **Upon Receipt**
- Acceptable Payment Methods for Monthly Billings are
 - o ACH (initiated by DaySmart Recreation)
 - o Credit Card (+ 3% service fee)
 - o **NOTE:** Check payments are not accepted for Monthly Billings

Delinquency

In the event of any delinquency in payment, we may, at our discretion: (i) add an additional 1.5% (or the highest amount allowed by law, whichever is lower) per month to the delinquent fees or (ii) suspend KCFPD's access to the use of DaySmart Recreation Services. Charges do not include any applicable sales, use or other taxes, which are the responsibility of KCFPD. KCFPD would be liable for any fees incurred by DaySmart Recreation in connection with the collection of unpaid fees.

DaySmart Recreation Optional Services (with Fees)

Below is a list of ***optional*** services with fees if KCFPD elects to use these third party services. Some of these services (Twilio & Constant Contact) will require KCFPD to create and manage their own account with the third party. These services are not required to operate DaySmart Recreation. They are in place to enhance the use of the software.

Text Messaging

- 3rd Party Twilio (<https://twilio.com>)
- Fee TBD – KCFPD must create/manage their own account
- Note DaySmart Rec offers FREE text messaging within the app. However, the FREE service requires staff to manage mobile phone carriers for all customers. Twilio allows texting without needing the customer's phone carrier which is a more efficient way to manage text messaging.

Enhanced Emailing

- 3rd Party Constant Contact (<https://constantcontact.com>)
- Fee TBD – KCFPD must create/manage their own account
- Note DaySmart Rec offers FREE emailing within the app. However, if KCFPD wants to send out enhanced emails along with tracking the activity of those emails (ex: open rates, click rates, etc.) we would recommend using our integration with Constant Contact.

Electronic Signature (Rental Contracts)

- 3rd Party DropBox Sign (<https://www.dropbox.com/sign>)
- Fee \$0.99 per signature
- Note If KCFPD wants to upload the rental contracts into DropBox Sign to allow customers to electronically agree and sign, the cost is \$0.99 per signature/document.

TV Display (Event List)

- 3rd Party Reach Media (<https://reachmedianetwork.com>)
- Fee \$49.00 per month
- Note DaySmart Rec offers FREE daily schedule TV Display (for the lobby of your facility). However, if KCFPD wants to offer enhanced display with ads, local weather, etc., we would utilize the integration with Reach Media which will then cost KCFPD \$49.00 per month to use this service.

DaySmart Recreation Credit Card Processing Options

DaySmart Recreation offers 2 credit card processing options in CardConnect <https://cardconnect.com> and Stripe <https://stripe.com>. In order to use DaySmart Rec, KCFPD will need to agree to utilize one of these 2 processors. DaySmart has their own Payments team and we will directly assist KCFPD with setting up and supporting the new processing account with one of these 2 providers.

DaySmart Recreation Software

DaySmart Recreation is a standardized, web-based Recreation Management Software Solution that is both mobile friendly and user friendly (for department staff and residents/customers). The platform is all inclusive meaning your department will have access to **all** of the core functions with an **unlimited** number of user accounts.

Core Features / Modules Included

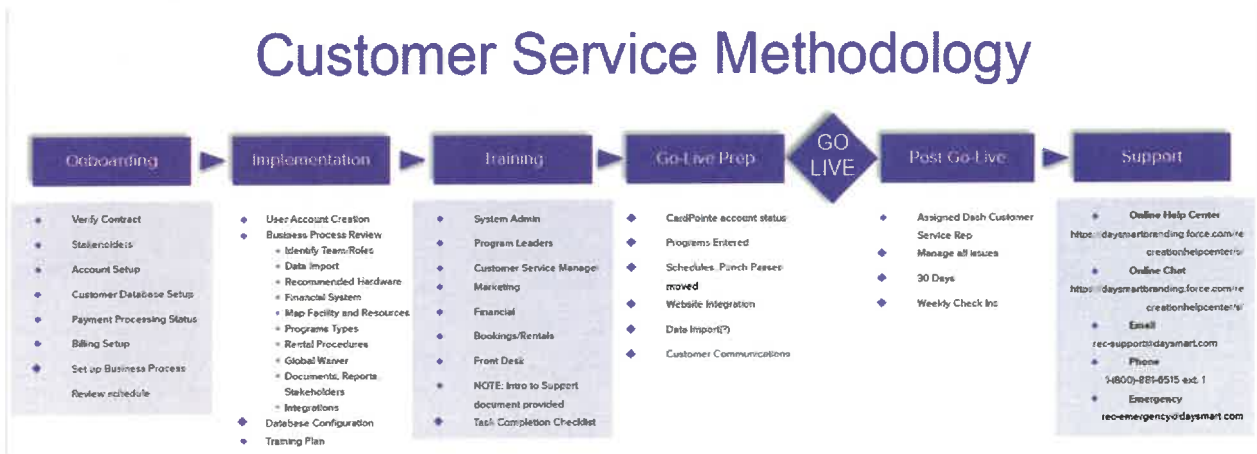
- **Registration**
 - o Classes (Recreation, Enrichment, Drop-Ins)
 - o Camps / Care (Daily, Weekly, Monthly)
 - o Sports Leagues (Team or Individual)
- **Reservation**
 - o Book Classes, Camps & Leagues or Public Rentals
 - o Single Date or Recurring Dates
 - o Drag & Drop Calendar for moving/changing reservations
- **League Management & Scheduling**
 - o Teams or Individuals (Free Agents)
 - o Game Schedules, Scores, Standings & Stats
 - o Drafting Tools for Youth Leagues
- **Membership / Pass**
 - o Ongoing Memberships (Monthly Recurring)
 - o Seasonal Passes
 - o Punch Passes
- **Inventory Control / POS**
 - o Front Desk Merchandise Sales
 - o Concession Stand/Snack Bar
 - o Retail/Pro Shop
- **Online Portal**
 - o Online Account Management
 - o Online Registration
 - o Online Reservation
 - o Online League Management
 - o Online Membership / Pass Sales
- **Financial**
 - o Fees for Resident / Non-Resident
 - o Discounts & Sales Tax (if applicable)
 - o End of Day Reporting by Payment Type & by G/L Code
 - o G/L Export for any Finance Software (**ex:** BS&A, Munis, Quickbooks + more)

Other Standard Features Included

- GIS Integration (for resident status)
- Payment Plans / Auto Pay (with saved Credit Card on file)
- Mass Communications
 - o Standard Emailing (thru DaySmart)
 - o Enhanced Emailing (via Constant Contact)
 - o Mobile Texting (via Twilio)
- Event Reminders (when Class is Starting)
- Event Tickets (for general admission events)
- Electronic Mobile Check-In for Members or Camp Participants
- Priority Registration for Previous Season Participants
- Digital Membership Cards (Mobile Phone)
- Scholarship Management
- Divorced Family Management
- Donation Management
- Gift Card Sales & Redemption
- FREE Mobile App for your customers
- Online Calendar Sync to Google or Apple (for your customers)
- So much more.....

Implementation / Customer Service Methodology

Onboarding/Training will include a combination of virtual training with an assigned trainer along with self training through our E-Learning system. KCFPD will be required to identify at least one staff member that will become a product expert and take ownership over the system and database. This staff member should be available to attend all training sessions and be a willing participant in the E-Learning courses.



Acceptance

We, the undersigned, agreeing to the conditions specified in this Software Upgrade Agreement, understand and authorize the provision of services and fees in this Agreement.

Kendall County Forest Preserve District

DaySmart Recreation

By: _____

By: 

Name: _____

Name: Dale Geiger

Title: _____

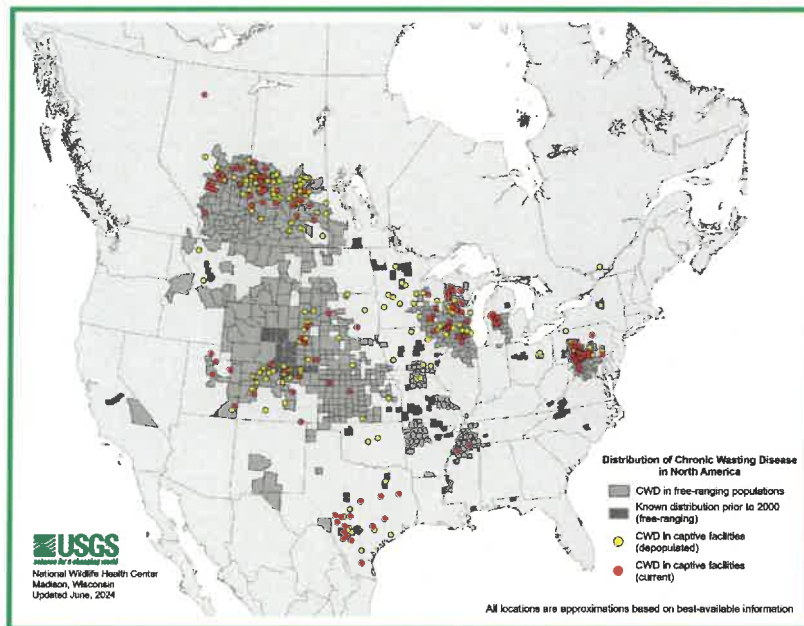
Title: Vice President of Sales

Date: _____

Date: 05/15/2024



2024 Bow Hunt Program for Monitoring and Control of Chronic Wasting Disease in Kendall County White-tailed Deer Populations



Application Materials

Acknowledgement Waiver and Release of Liability

KCFPD Program Participation Overview and Policies

IDNR 2024 Archery Deer Harvest Reporting and Hunting Regulations
Information Sheet

Designated Hunting Area Zone Maps

KCFPD General Use Ordinance #23-02-001

KENDALL COUNTY FOREST PRESERVE DISTRICT

HISTORIC KENDALL COUNTY COURTHOUSE

110 WEST MADISON STREET

YORKVILLE, IL 60560

Kendall County Forest Preserve District 2024 Pilot Bow Hunt Program – White-tailed Deer CWD Monitoring and Management Application Form

Required Submissions:

1. Completed Application Form for each Applicant;
2. \$260.00 **Non-refundable** Program Application Fee for each Applicant (\$360.00 for Non-residents of Kendall County). Acceptable forms of payment include cash, check, or credit card. Do not send cash via US mail. Credit card information and payment can be processed over the phone by calling 630-553-4025. Credit card payments will incur an additional 2.5% processing fee.
3. Signed Acknowledgment, Waiver and Release of Liability Form for each person on Kendall County Forest Preserve District property as part of the 2024 Pilot Bow Hunt Program; and
4. Proof of Applicant's residency in Kendall County. (All participants must be current residents of Kendall County. So, each applicant must present at least one form of documentation to establish their proof of residency in Kendall County (e.g., current Illinois State Drivers' License, mortgage statement or utility bill with the Applicant's name and address).

Application Confirmations (Box below must be checked):

I have read through and agree to comply with the Kendall County Forest Preserve District's Program Participation Overview and Policies document. Also, I hereby agree to abide by all applicable Federal and State laws, Kendall County ordinances, and all Kendall County Forest Preserve District rules and regulations, including, but not limited to the Kendall County Forest Preserve District's General Use Ordinance and the State of Illinois – Illinois Department of Natural Resources 2024 Archery Deer Harvest Reporting and Hunting Regulations Information Sheet. I understand that my failure to comply with all applicable laws, ordinances, rules and regulations will result in the immediate termination and removal from participation in the Kendall County Forest Preserve District's 2024 Pilot Bow Hunt Program.

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

Address: _____
 Street **City** **State** **Zip Code**

Date of Birth: _____

Phone (____) _____ **Cell Phone:** (____) _____

Email Address: _____

Designated Hunting Preserve Order of Preference:

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

1. _____

2. _____

3. _____

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

I wish to be placed into a zone with the following individuals applying for participation:

(Include first and last name. No more than 4-participants allowed per designated preserve hunting zone):

1. _____

2. _____

3. _____

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

For the purpose of this program, youth hunters are those participants who are seventeen (17) years old by October 1, 2024 or younger. Any participants under the age of eighteen (18) years of age must be accompanied by a person twenty-one (21) years of age or older, who will be in the immediate area (100 feet).

1. _____

2. _____

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

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

1. _____

2. _____

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

For Office Use Only: *Orientation Acknowledgement Form Receive? _____

Date and Time Received: _____ District staff initials: _____ \$260 (\$360) Application Rec'd? _____

Completed Application Form _____ Signed Waivers for Participant/Youth/Supporting Individuals _____

Proof of Kendall County Residency provided: _____

**KENDALL COUNTY FOREST PRESERVE DISTRICT
2024 BOW HUNT PROGRAM**

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

Participant Address: _____

Participant Telephone Number- Home: _____ **Cell:** _____

Participant Email Address (optional): _____

Participant's IDNR Hunting License Number: _____

In case of emergency, please contact:

Name (please print): _____ **Relation:** _____

Address: _____

Telephone Number - Home: _____ **Cell:** _____

Youth hunters must be between the ages of nine (9) and seventeen (17) by October 1, 2024 in order to participate in the Kendall County Forest Preserve District's 2024 Bow Hunt Program. All youth hunters must be accompanied by a supervising adult twenty-one (21) years of age or older, who will be in the immediate area (100 feet). If the participant is a youth hunter, please provide all of the following additional information:

Name of Youth Hunter's Parent/Legal Guardian (please print): _____

Relationship to Minor Participant: _____

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

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

ACKNOWLEDGMENT, WAIVER AND RELEASE OF LIABILITY

I, _____ (please print Participant's name), voluntarily choose to participate in activities for recreational and conservation purposes at one or more of the Kendall County Forest Preserve District ("District") properties, specifically I am being granted entry onto one or more of the District's properties for the purpose of bow hunting as part of the District's 2024 Bow Hunt Program ("Program").

ACKNOWLEDGMENT OF RECEIPT: By signing my name below, I acknowledge that I have received and reviewed a copy of the District's 2024 Bow Hunt Program Manual and the District's General Use Ordinance (hereinafter collectively referred to as "the Rules"). As a participant of the Program, I must abide by the District's Rules. My failure to comply with the District's Rules will result in my immediate removal from the District's properties and the Program.

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

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

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

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

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

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

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

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

Participant's Name (please print): _____

Participant's Signature: _____

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

Date signed: _____

For Administrative Use Only

Date and Time of Receipt: _____

Received by: _____



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

Program Participation Overview and Policies

Summary:

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

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

Only *ecologically self-sustaining White-tailed deer populations* are included in the scope of this bow hunt pilot program for the 24-25 Illinois Department of Natural Resources (IDNR) archery season. Bow hunting will only be allowed in designated zones within forest preserve areas, with requirements that complement State of Illinois - Illinois Department of Natural Resources efforts to control the spread of Chronic Wasting Disease in deer populations in Kendall County.

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

Special use permits will be extended to participants completing the application process, with bow hunting allowed October 1, 2024 through January 19, 2025 in accordance with the IDNR 2024 Archery Deer Hunting Rules and Regulations (attached).

Application Requirements and Registration Schedule

Application materials will be available electronically on July 19, 2024.

1. Applications will be accepted from 2023-2024 pilot bow hunt program year permit holders only starting July 29, 2024.
2. Registration opens for Kendall County residents only starting August 5, 2024.
3. In-county and out-of-county applications will be accepted from August 12, 2024.
4. Registration will be closed after August 16, 2024, or after 85 permits are sold (whichever comes first), and no applications will be accepted or considered thereafter.

Applications will be accepted at the Kendall County Forest Preserve District's headquarters located at 110 W. Madison Street Yorkville, Illinois 60560. Only eighty-five (85) full-season permits will be issued on a first-come first-served basis during the three registration periods. A wait list will be maintained should applicants withdraw from the program prior to the start of the season.

In order to be considered for participation, applicants must fully complete the required application; remit payment of the \$260 non-refundable application fee (Kendall County residents), or the \$360 non-refundable application fee (Non-residents); complete and submit the required waiver of liability form, and review the mandatory orientation slide show.

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

1. The permit-holder will be present at all times with the weekend permit holder.
2. ALL permit holders within an assigned zone provide consent for the guest pass to be purchased from the District (\$75 for a Kendall County resident guest pass / \$125 for a non-resident guest pass).
3. The guest pass stand permit, and guest pass parking permit must be displayed at all times, and visible from ground height.

4. No gate lock keys will be issued to individuals purchasing a guest pass.

All permit holders are required to the program orientation slide-show on the District website (<https://www.kendallcountyil.gov/departments/forest-preserve-district/news-list-forest-preserve>) under the “news” section. All permit holders must print and sign the acknowledgment the orientation has been reviewed. Failure to view the orientation or submit an acknowledgment form will result in removal of the program with no refund. The acknowledgment form is due when the permit holder receives stand tags, zone assignment and special use permit.

Program materials for all permit holders will be available for pick-up in the main office at 110 W. Madison Street September 4th – 6th and 9th - 12th between 8:30 am and 4:30 pm. If materials need to be picked up at a later date, arrangements must be made by emailing awhite@kendallcountyil.gov by the end of the day September 12th, if materials are not picked up by the end of the day September 12th with no email, the permit holder will be considered withdrawn from the program with no refund.

*Program materials must be picked up by the individual permit holder, no exceptions will be made.

To be eligible for a District-issued hunting permit, every applicant must show proof of possession of all valid licenses and permits as required by Federal and Illinois State law. These will be checked. Proof of residency must also be presented in the form of a registered voting card, tax bill, or copy of recent utility bill, or driver’s license. All participants must sign a waiver of liability. All permit holders must have their valid hunting license and a minimum of 1 (one) archery deer tag by October 1st. Failure to do so will result in immediate removal from the program for the season. Guest pass holder are required to have a valid hunting license with a minimum of 1 (one) archery deer tag prior to the first day of their pass. This will be verified in partnership with the Illinois Department of Natural Resources.

Participants must have reached their ninth birthday by October 1 of the current year to be eligible to hunt. For the purpose of this program, youth hunters are

those participants who are less than seventeen (17) years old by October 1, 2024, or younger. Any participants under the age of eighteen (18) years of age must be accompanied by a person twenty-one (21) years of age or older, who will be in the immediate area (100 feet).

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

Preserve	Number of Zones
Baker Woods	3
Fox River Bluffs	6
Henneberry	4
Hollenback Sugar Bush	3
Jay Woods	1
Maramech-Little Rock Creek	7
Millbrook North	7
Millbrook South	4
Pickerill-Pigott	3
Richard Young	1
River Road Tree Mitigation	2
Subat	1

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

Each participant will receive a minimum of 2 (two) stand tags (with a maximum of 3) that they will affix to their stand and made available to inspection at all times during the season. Once permits are issued, groups are encouraged to work together to scout stand locations and support the installation of stands for the season.

All participants will be required to log their time-in and time-out upon entry and exiting designated preserve areas in order to communicate active hunting periods and stand location to other participants, as well as log their harvest data.

Hours for Preserve Access

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

Preserves will be closed to bow hunting during Firearm Seasons November 22-24, 2024 and December 5-8, 2024.

Stand Locations

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

General Use Ordinance and Special Use Permit Violations

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

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

Bow Hunt Stand and Clothing Requirements

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

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

Chronic Wasting Disease Mandatory Testing

CWD is under management in Kendall County with multiple confirmed positive tests for CWD from ongoing annual deer harvests conducted in recent years. For deer culled from forest preserve areas during the 2024 bow hunt season tested positive for CWD. All permitted District deer hunters must have their harvested deer checked for CWD at the IDNR Silver Springs State Park check station.

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

Participants are required to successfully hunt a doe before hunting and taking a buck from designated preserve areas between October 1, 2024 and November 1, 2024. For the purposes of this program, an antlerless “button buck” will be treated as a doe.

Buck hunting is allowed beginning November 1, 2024, provided permit holders have logged a minimum of 20 hours during the doe-only season. Buck hunting is not permitted until the logged-hour minimum is achieved.

Rules, Regulations, Provisions, and Directives

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

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

Parking

All participants must use designated parking areas only. No parking is allowed along county or township roads. There will be no use of easements and no use of private property to park, walk in or out, or haul a harvest. See site/zone maps for designated parking areas.

Accessing Hunting Zones

All participants and permit holders must travel to and from their hunting zone using a District-designated route. There is no permitted use of non-District easements or private property to remove a harvest or walk in or out of a zone. Pedestrian mobilized deer carts and sleds are allowed for movement of deer and equipment. While hunting, participants must park in designated lots and walk to their assigned zone. Driving anywhere other than entering the site through the designated entrance and driving to and from a designated parking area is not allowed during periods of saturated soil conditions when impact to the field border is likely. Participants should reference zone maps for authorized driving areas.

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

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

Scouting and Tree Stand Information

Archery hunting participants may scout and set up tree stands beginning the day after they receive their program materials and submit their orientation review acknowledgment form. There is no limit to the number of tree stands in a zone.

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

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

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

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

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

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

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

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

Participants may also elect to use a TMA certified free-standing tripod or quad stand purchased from a reputable manufacturer, with a minimum of 8' in height from the ground to the platform level.

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

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

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

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

All participants must follow Illinois State check-in regulations after harvesting a deer. After checking in the harvest with IDNR, participants are also required to call the phone number on the District permit between 7 am and 10 pm that day or email awhite@kendallcountyil.gov. Also, they must record the harvest on the sign-in sheet at the site. Failure to report a harvest can result in the permit holder being removed from the program.

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

Hunters are encouraged to participate with District habitat work days.

No participants shall go on private property bordering any District hunting site without first getting permission from the landowner. No participant or helper shall go into another active hunting zone to track or retrieve a harvest.

All permit holders can only hunt within their own assigned zones or a zone assigned as "open" by the District.

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

Participants may only harvest white-tailed deer. Harvest of any other species will result in a permanent ban from the program.

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

Participants may not work together to drive or move deer.

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

No still-hunting of deer is permitted.

Hunting from the ground is prohibited.

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

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

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

*The District may suspend the program for any reason at any time, including but not limited to reasons such as natural resource activity. Natural resource practices will go on during the hunting season and may include areas within zones.

Program Propose:

The creation of the program is to manage local deer populations and monitor for CWD. This is done by program permit holders actively participating in the program and hunting. Each permit holder is required to hunt a minimum of 15 hours per season. Those permit holder that do not log a minimum of 15 hours in the stand, will not be permitted to sign up for the following season. If permit holders are found to falsify log sheets, the permit holder will be permanently ban from the program. All permit holders are required to hold a valid Illinois hunting license by October 1 of the season, and have a minimum of 1 (one) archery deer tag. Permit holders that do not have a valid Illinois hunting license and/or a minimum of 1 (one) archery deer tag by October 1, will be withdrawn from season with no refund.



2024 ARCHERY DEER HARVEST REPORTING & HUNTING REGULATIONS INFORMATION SHEET

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

MANDATORY DEER HARVEST REPORTING

Successful deer hunters must register (report) their harvest by 10 p.m. on the same calendar day the deer was taken by calling the toll-free telephone check-in system at 1-866-452-4325 (1-866-IL-CHECK) or by accessing the online check-in system: <https://www.exploremoreil.com/wildlife/harvest>.

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

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

HARVEST REPORTING: Hunters must register (report) their harvest by 10 p.m. on the same calendar day the deer was taken. If a hunter is not able to locate a harvested deer in sufficient time to enable reporting the harvest by 10 p.m., the hunter must immediately report the harvest upon retrieving it. When reporting, hunters will be asked a series of questions to help biologists manage Illinois' deer population (additional information below). Before checking in your deer, please look over the questions listed on the back of your permit and be prepared to answer them. Please have a pen or pencil on hand when making the call (an extra-fine-tipped permanent marker works best). Upon completion, the hunter will be provided with a confirmation number to verify that he or she checked in the harvest. The confirmation number must be written by the hunter onto the temporary harvest tag (leg tag). If the condition of the tag precludes writing on the tag in the appropriate space (i.e., bloody, etc.), the confirmation number shall be written elsewhere on the tag, or onto a piece of paper, and attached to the deer along with the temporary harvest tag (leg tag). The temporary harvest tag (leg tag) and confirmation number must remain attached to the deer until it is at the legal residence of the person who legally took or possessed the deer, the deer has been checked in, and final processing is completed. The deer must remain whole (or field dressed) until it has been checked in. In instances where deer are checked in while the hunter is still afield, the deer may not be dismembered while afield beyond quartering the animal. If quartered, all parts of the carcass (except the entrails removed during field dressing) must be transported together, and evidence of sex must remain naturally attached to one quarter. Evidence of sex is:

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

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

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

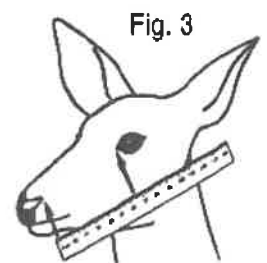
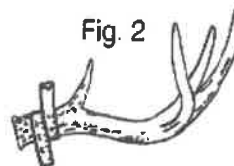
- Select the type of deer that you harvested: (1) a buck with antlers; (2) a buck without antlers; or (3) a doe.
- Was your deer a fawn last summer or is it an adult?
- How many bobcats did you see while hunting this location during this season?
- How many turkeys did you see while hunting this location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

Additional Questions For Bucks With Antlers Only:

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

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

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



PERMITS ARE NOT TRANSFERABLE. "Transfer" means the modification or changing, by the Department, or any other person, individual or group, of the name or the location on an issued permit to another person or location.

2024-2025 ARCHERY DEER HUNTING RULES AND REGULATIONS

SEASON DATES

- In Cook, DuPage, Lake and that portion of Kane County east of State Route 47: **Oct. 1, 2024 - Jan. 19, 2025**
- In all other counties and that portion of Kane County west of State Route 47: **Oct. 1, 2024 - Jan. 19, 2025 EXCEPT** archery hunting is **CLOSED** during Firearm Deer Seasons Nov. 22 - 24, 2024 & Dec. 5 - 8, 2024

Archery deer hunting is open during:

- Muzzleloader-Only Deer Season: Dec. 13 - 15, 2024
- Youth Firearm Deer Season: Oct. 12 - 14, 2024
- Late Winter Deer Season: Dec. 26 - 29, 2024 and Jan. 17 - 19, 2025
- CWD Deer Season: Dec. 26 - 29, 2024 and Jan. 17 - 19, 2025

ILLINOIS RESTRICTED ARCHERY ZONE

The Illinois Restricted Archery Zone shall consist of Champaign, Douglas, Macon, Moultrie, and Piatt Counties. During the period October 1 - October 31, only antlered deer may be harvested in the Restricted Archery Zone, regardless of permits in possession.

HUNTING HOURS

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

PERMIT, LICENSE, & HABITAT STAMP REQUIREMENTS

Permit: Recipients of any type of Archery Deer Hunting Permit shall record their signature on the permit prior to hunting and must carry it on their person while hunting.

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

- A person who is disabled and able to show proof of disability in the form of one of the following:
 1. A State Disabled Person ID card (available from the Secretary of State through the Drivers License Examining Station) showing a P2, P2A, H2 or H2A disability.
 2. Veterans disability card (at least 10% service related - available from local Illinois Department of Veterans' Affairs offices).

OR unless you are:

- An Illinois resident on active duty and on leave from the U.S. Armed Forces.
- A landowner or tenant residing on farm lands, or the children, parents, brothers and sisters permanently residing on such lands, and hunting only the lands resided on. Landowners/Tenants are required to obtain a Habitat Stamp, unless exempt.

Habitat Stamp: Before any person 18 years of age or older takes, attempts to take, or pursues a deer, he or she shall first obtain a State Habitat Stamp. Disabled veterans and former prisoners of war shall not be required to obtain a State Habitat Stamp. Any person who obtained a Lifetime License before January 1, 1993, shall not be required to obtain a State Habitat Stamp.

Licenses/stamps are available at exploremoreil.com.

IT IS UNLAWFUL:

- a. to use or possess any other firearm or ammunition in the field while hunting white-tailed deer except as provided in the Firearm Concealed Carry Act;
- b. for any person having taken the legal limit of deer by bow and arrow to further participate with bow and arrow in any deer hunting party;
- c. to drive deer, or participate in a deer drive, on all Department-owned or managed properties. A deer drive is defined as a deliberate action by one or more persons (whether armed or unarmed) whose intent is to cause deer to move within archery range of one or more participating hunters.

For more details regarding deer hunting laws, please refer to the **Hunting Digest**, or contact IDNR Office of Law Enforcement at 217-782-6431.

HUNTING DEVICES

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

1. **Crossbows:** Crossbows used in hunting shall meet all of the following specifications:
 - a. shall use a bowstring to propel the bolt or arrow and have a minimum peak draw weight of 125 pounds;
 - b. have a minimum length (from butt of stock to front of limbs) of 24 inches;
 - c. have a working safety;
 - d. be used with fletched bolts or arrows of not less than 14 inches in length (not including point).
2. **Longbows, recurve bows, or compound bows** with minimum pull of 30 pounds at some point within a 28-inch draw. Minimum arrow length is 20 inches.

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

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

CLOTHING

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

- Muzzleloader-Only Deer Season: Dec. 13 - 15, 2024
- Youth Firearm Deer Season: Oct. 12 - 14, 2024
- Late Winter Deer Season: Dec. 26 - 29, 2024 & Jan. 17 - 19, 2025
- CWD Deer Season: Dec. 26 - 29, 2024 & Jan. 17 - 19, 2025
- and on those IDNR sites that allow archery deer hunting during the Firearm Deer Season: Nov. 22 - 24, 2024 & Dec. 5 - 8, 2024

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

BAG LIMIT

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

HUNTING AREA

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

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

GENERAL USE REGULATION ORDINANCE
Kendall County Forest Preserve District

WHEREAS, the Kendall County Forest Preserve District (hereinafter the "District") is a body politic and corporate and municipal corporation organized and existing under the Downstate Forest Preserve District Act, 70 ILCS 805/0.001 et seq., as amended (hereinafter the "Act"); and

WHEREAS, it is reasonable, necessary and desirable for the Kendall County Forest Preserve District, hereinafter called "District," to promulgate a General Use Regulation Ordinance governing the use of the Forest Preserves of the District; and,

WHEREAS, 70 ILCS 805/8 of the Illinois Compiled Statutes provides, in relevant parts, as follows:

"The board shall be the corporate authority of such forest preserve district and shall have power to pass and enforce all necessary ordinances, rules and regulations for the management of the property and conduct of the business of such district."; and,

WHEREAS, 70 ILCS 805/7b of the Illinois Compiled Statutes provides, in relevant parts, as follows:

"The board of any Forest Preserve District organized under this Act may by ordinance issue licenses for any activity reasonably connected with the purpose for which the Forest Preserve District has been created."; and,

WHEREAS, it is reasonable, necessary and desirable for the District to establish rules and regulations in order to provide for the safe and peaceful use of the Forest Preserves; for the education and recreation of the Public; for the protection and preservation of the property, facilities, flora and fauna of the Forest Preserves; and for the safety and general welfare of the public; and,

WHEREAS, pursuant to the statutory authority set forth above, on or about September 20, 2022, the District's Board of Commissioners approved Ordinance #22-09-002 amending Resolution #22-06-001 "General Use Regulation Ordinance"; and

WHEREAS, the Board of Commissioners of the District has the authority and the power to establish and amend its General Use Ordinance; and

WHEREAS, the District's Board of Commissioners finds it necessary and in the public interest to amend the District's Ordinance #22-09-002 captioned "General Use Regulation Ordinance" by adopting this amended Kendall County Forest Preserve District General Use Regulation Ordinance (hereinafter "General Use Ordinance" or "Ordinance") in lieu thereof, which shall become effective immediately.

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of the District as follows:

CHAPTER ONE – CONSTRUCTION OF WORDS AND DEFINITIONS

Section I – Construction of Words:

Words importing the singular number may extend and be applied to several persons or things, words importing the plural number may include the singular, and words importing gender may be applied to both male and female.

Section II – Definitions:

The terms set forth below shall have the following meanings unless the context of a specific section clearly indicates otherwise.

- a. “Agent” means any director, officer, servant, employee, or other person who is authorized to act in behalf of the District.
- b. “Amusement Contraptions” means any mechanical device, gadget, machine or structure designed to test the skill or strength of the user or provide the user with any sort of ride, lift, swing or fall experience including, but not limited to, ball-throwing contest devices, pinball-type devices, animal ride devices, ball and hammer devices and trampoline devices.
- c. “Area” or “Areas” means a specified place within a Forest Preserve.
- d. “Board” means the Board of Forest Preserve Commissioners.
- e. “Director” means the Director of the District or such persons charged with or delegated such authority by the Director.
- f. “District” means the Kendall County Forest Preserve District.
- g. “Employee” means any full or part-time, regular or temporary worker in the employ of the District under the supervision of the Director.
- h. “Exclusion of Others” refers to prohibiting use or behavior by others, which disrupts or prevents the authorized and lawful use of a designated area or structure in a Preserve by a person or persons holding a valid Permit for such area or structure and activity.
- i. “Legal Adult” means one who has reached the age of majority as defined by the laws of the State of Illinois.
- j. “Permit” means the written permission that must be obtained from the District to carry out a given activity.

- k. "Person" or "Persons" means individuals, firms, corporations, societies or any other entity, group or gathering whatsoever.
- l. "Posted" means that a notice is posted, either by a sign in a Forest Preserve at the entrance to a Forest Preserve or at the District offices, the location being at the discretion of the Director.
- m. "Preserve" or "Forest Preserve" means land and waters, or property owned, leased, or licensed by the District and property over which the District has easement rights.
- n. "President" means the President of the Board of Forest Preserve Commissioners.
- o. "Property" means any lands, waters, facilities or possessions of the District.
- p. "Sound and Energy Amplification" means music, speech or any sound or noise transmitted by artificial means, including, but not limited to, amplifiers, loudspeakers, radios or any similar devices, or lights, rays, lenses, mirrors or laser beams.
- q. "Unmanned aircraft" or "UA" means a device used or intended to be used for flight in the air that is operated without the possibility of direct human intervention within or on the device.
- r. "Unmanned aircraft system" or "UAS" means an unmanned aircraft and its associated elements, including communication links and the components that control the unmanned aircraft, that are required for the safe and efficient operation of the unmanned aircraft in the national airspace system.
- s. "Vehicle" means every device in, upon or by which any person or property may be transported or drawn upon a highway, in addition to any device or conveyance on the land using wheels of belt-type track or tracks, skids or skis and propelled by an engine or motor and includes such land conveyances that are able to float and operate on water, except devices moved by human power.
- t. "Watercraft" means any device of conveyance on the water whether propelled by motor, engine, wind, or human power.
- u. "Waters" or "Waterways" means lake, pond, slough, stream, lagoon, marsh, or river within the jurisdiction of the District.
- v. "Written Permission" means written permission granted by the Board, President or Director or written permission granted by an authorized agent or employee of the District acting within the scope of their agency and employment.

CHAPTER TWO – PUBLIC USE

Section I – Public Use and Purpose of the District:

Forest Preserves are for use by the general public. One of the functions of the District is to acquire, protect, restore, restock and develop a well-balanced system of areas with scenic, ecological, recreational and historic values for the inspiration, education, use and enjoyment by the public. This Ordinance is intended to help carry out this function.

Section II – Hours of Use:

- a. Forest Preserves shall be open to the public from 8:00 a.m. to sunset, local time, seven days a week, unless different hours are Posted by the President.
- b. No person shall remain in the Forest Preserves when the Forest Preserves are not open to the public, without Written Permission of the Director.
- c. Preserves or Areas within Preserves may be closed to the general public by the District for reasons including, but not limited to, public safety and protection of natural resources.

Section III – Permits:

- a. No person shall conduct, operate, present, manage or take part in the following activities in a Forest Preserve unless a Permit is obtained prior to the start of the activity:
 1. Any contest, show, exhibit, dramatic performance, play, act, motion picture, bazaar, musical event, ceremony, parade, including, but not limited to, drills or maneuvers, rallies, or picketing.
 2. Any use of any Forest Preserve Area or facility by a certain person or group of persons to the exclusion of other;
 3. Camp on any lands of the District or inhabit any structure or facility overnight.
 4. To operate a registered UA and/or UAS on designated areas of District property.
- b. Persons desiring to engage in any of the above activities may apply to the District for a Permit or license under the following categories and subject to the policies and fees set by the Board:
 1. Picnic – No Permit is required to have a picnic; however, if a Person desires to reserve a designated area or areas to the Exclusion of Others then a Permit is required.
 2. Camping – A Permit is required. The Permit reserves a designated area or areas to the Exclusion of Others and allows the permittee to remain in the Preserve overnight. For organized, sponsored youth group campsites,

the Permit may be valid for from one to seven consecutive nights. The Permit may provide permission to for other Permit controlled activities.

3. Special Event – A Special Event Permit may be required for activities listed in Chapter Two, Section IIIa, paragraph 1 above. The Permit may provide for use of an Area or Areas to the Exclusion of Others and for other Permit controlled activities pursuant to this Ordinance.
 4. UA and UAS identification cards/Permits – In order to provide for the safe and peaceful use of the Forest Preserves an operator may not operate a UA and/or UAS on District property without a District issued identification Permit. The operator must maintain the identification Permit on their person at all times while operating the registered UA and/or UAS on District property. Each District UA and UAS identification Permit shall contain, at a minimum, the following information:
 - a. The name, address and telephone number of the UA and UAS owner.
 - b. The make, model, and serial number of the UA and/or UAS. (Where the owner is unable to provide a serial number of the UA and/or UAS, the Director shall specify the alternative identifying information that the owner shall provide to satisfy the requirements of this section).
- c. Permits in General:
1. Permits are non-transferable and are subject to fees set by the Board. Permits must be applied for at least 72 hours in advance of the event, except those that require a certificate of insurance, which must be applied for at least 14 days in advance of the event. Permits shall only be issued to a Legal Adult and that Legal Adult must be present during the permitted activity. Minor changes in the Permit may be made upon the Written Permission of the Director for no additional fee providing that the specific Forest Preserve is not changed, the date or dates involved are not changed, the number or size of the designated areas is not increased, and the request for change is made at least 72 hours prior to the event.
 2. The Board may require proof of and establishing the amount of liability insurance required, and/or requiring a Hold Harmless Agreement, or requiring an endorsement naming the District as an additional insured when the activity is deemed to require such.
 3. An unmanned aircraft and/or unmanned aircraft system identification Permit shall be valid only in the calendar year of the date of issuance, or the date of expiration of the insurance certificate held on file, whichever is sooner.

CHAPTER THREE – Protection of Property, Structures, and Natural Resources

Section I – Destruction or Misuse of Property and Structures:

No person shall upon or in connection with any Property of the District commit or attempt to commit any of the following acts:

- a. Destroy, deface, paint, alter, change or remove any monument, stone, marker, benchmark, stake, post or blaze marking or designating any boundary line, survey line or reference point;
- b. Cut, break, mark upon or otherwise damage, destroy or remove any post, building, shelter, picnic table, bridge, pier, drain, well, fountain, pump, telephone, lamp post, fence, gate, refuse container, exhibit, display, tool storage box, utility outlet, movie screen, flag post or any other structure, facility, equipment, apparatus or parts thereof;
- c. Climb, stand, sit or walk on any structure, building, shelter, shelter, fence, gate, post, flagpole, picnic table, wall, refuse container or parts thereof, or any equipment, object or apparatus which is not designed or intended for such use;
- d. Deface, destroy, cover, damage or remove any placard, notice or sign, or parts thereof, whether permanent or temporary, Posted or exhibited by the District to announce the rules, regulations and warnings or any other information to the public necessary or desirable to the proper use of the Forest Preserve;
- e. Take, appropriate, excavate, injure, destroy or remove any historical or prehistorical ruin or parts thereof, or any object of antiquity, without prior Written Permission of the Board;
- f. Throw, carry, cast, drag, push or deposit any container or receptacle, picnic table, barricade or any other Property into any Waterway or upon the frozen Waters thereof or otherwise move, stack or hide such Property in such a way as to render it unavailable to the general public for its intended use;
- g. Occupy or inhabit any house, barn, shelter, shed or other structure, or use for storage, or cause to be used for the storage of any goods, any house, barn, shelter, shed or other structure without the prior Written Approval of the Director;
- h. Enter into or upon any Preserve or Waters or Areas thereof or structures closed or Posted against trespass without the prior Written Permission of the Director. These structures or Areas may be, but are not limited to, construction areas, equipment or material storage structures or areas, work shops or stations, tree nurseries, wildlife nesting areas, or Areas undergoing reforestation or restoration of soil or vegetation or areas deemed hazardous to public safety or health;
- i. Enter into or upon and Preserve or Areas thereof for the purpose of collecting, gathering, acquiring or scavenging lost, misplaced or abandoned personal property or any other items of personal property without the prior Written

Permission of the Director and then only in accordance with the terms and conditions thereof;

- j. Tamper with in any way, enter or climb upon, damage or remove anything from any District Vehicle, Watercraft, cart, trailer, machine or equipment; or
- k. Misuse any refuse container or receptacle by depositing into it any hot or burning substances, unless such container has been clearly identified for such use.

Section II – Destruction or Misuse of Natural Resources:

No person shall upon or in connection with any Property of the District commit or attempt to commit any of the following acts:

- a. Cut, remove, uproot, damage or destroy by any means, any sod, earth, tree, sapling, seedling, bush, shrub, flower or plant, whether dead or alive, or chip, blaze, box, girdle, trim or otherwise deface or injure any tree, shrub or bush or break or remove any branch or foliage thereof or pick or gather any seed of any tree or other plant without prior Written Permission of the Director;
- b. Remove or cause to be removed any sod, earth, humus, downed timber, wood chips, peat, rock, sand, gravel or any other natural material of the forest floor or earth without the prior Written Permission of the Director;
- c. Hunt, trap, capture, molest, poison, wound or kill any invertebrate, animal, mammal, bird, reptile, or amphibian, or disturb, molest or rob any nest, lair, den or burrow without prior Written Permission of the Director;
- d. Fish in any Waters of the District Posted against fishing, or fish in any District Waters by using a bow and arrow, spear or slingshot, or any device using more than two hooks per line, or seine or trap, or with unattended lines during the hours that the Forest Preserves are closed, as defined by provisions of this Ordinance, or in violation of any applicable laws of the State of Illinois as administered by the Illinois Department of Natural Resources, or in violation of any regulation or restriction Posted by the Director controlling the size, species and number of fish that can be taken from a designated body of water;
- e. Release or cause to be released any wild, domestic or pet animal, bird, fish or reptile, or bring in, plant or distribute the seeds or spores of any flowering or non-flowering plant or fungus, without the prior Written Permission of the Director;
- f. Use or cause to be used any chemical or biological pesticide or other substance, procedure or process designed to alter the anatomy or physiology of any organism for the purpose of directly manipulating their populations, without prior Written Permission of the Director, and then only in compliance with all the applicable laws of the State of Illinois and the United States;
- g. Permit or allow any cattle, horses, sheep, goats, swine or other livestock to graze or browse on District Property; or

- h. Deposit, dump, throw, cast, lay or place, or cause to be laid or placed any ashes, trash, rubbish, debris, litter, grass clippings, brush, leaves or other organic material, or other discarded, used or unconsumed material anywhere but in those receptacles provided for such disposal and only material that was generated on the site in the course of normal, lawful use of Forest Preserve facilities.

Section III – Contraband:

All animals, plants, birds, fish or reptiles, or parts thereof, killed, captured, trapped, taken, bought, sold or possessed contrary to any provision of this Ordinance or applicable laws of the State of Illinois shall be, and are hereby declared, contraband and, as such, shall be subject to seizure by any duly sworn peace officer.

Section IV – Destruction by or Misuse of Fire:

No person shall upon or in connection with any Property of the District commit or attempt to commit any of the following acts:

- a. Knowingly or unknowingly set fire, or cause to be set on fire, any tree, forest, brushland, grassland, meadow, prairie, or marsh, or any other natural resource or Property of the District without first obtaining Written Permission from the Director;
- b. Build a fire anywhere, for any purpose, except in provided fireplaces or provided or privately owned fire receptacles, without first obtaining Written Permission from the Director;
- c. Build a fire or cause a fire to start in or out of a receptacle close to or in any structure whatsoever or close to any tree or plant in such a way as to deface, damage or destroy that structure or scar, injure or destroy the tree or plant or its foliage;
- d. Drop, throw away or scatter any burning, lighted or hot coals, ashes, cigarette, cigar, firecracker or match, except in those receptacles provided for such disposal; or
- e. Build any fire whatsoever for any purpose in or out of a receptacle or fireplace and leave it unattended, until such fire is properly extinguished. For the purpose of this Section, a fire shall be deemed properly extinguished when its ashes, residue, coals and unburned substance is cold to the human touch.

CHAPTER FOUR – REGULATION OF SPORTS AND GAMES

No person shall upon or in connection with any Property of the District:

Section I – Swimming:

Swim, wade or bathe at any time in any of the Waters or Waterways, except at such place or places as may be designated by the Board and then only in accordance with District rules, regulations and restrictions promulgated and Posted.

Section II – Watercraft:

Bring into, attempt to launch, use, or navigate any boat, yacht, canoe, raft or other Watercraft upon the Waters or Waterways, except at such place or places as may be designated by the Board. Where allowed, Watercraft shall be used in accordance with District rules, regulations and restrictions, as well as all applicable statutes of the State of Illinois and the United States.

Section III – Engine-Powered or Radio Controlled Models or Toys:

Start, fly or use any fuel powered, air-propulsioned or electric powered model or toy or any radio controlled model car, aircraft, boat or rocket or any like controlled toy or model, except in those Areas or Waters designated by the Board for such use and then only in accordance with District rules, regulations and restrictions promulgated and Posted, as well as all applicable rules and regulations administered by any federal, state or local agency responsible for controlling such use.

Section IV - Unmanned Aircraft and Unmanned Aircraft Systems

To preserve wildlife and aquatic life and to ensure the safety and enjoyment of all visitors and District staff, the District instituted the following rules, which are hereby incorporated into this Ordinance:

- 1) No person shall operate, launch, take off, land, cause to launch, take off or land, or authorize the operation, take off, launching or landing of any UA and/or UAS without a current and valid District identification card/permit.
- 2) All UA and UAS operators must carry their District identification card/permit with them when operating a UA and UAS on District property and must immediately present it to a District agent for inspection if requested.
- 3) No person shall operate, launch, take off, land, cause to launch, take off or land, or authorize the operation, take off, launching or landing of any UA and/or UAS except at designated District Preserve areas. Use is first-come, first-served, unless otherwise pre-approved in writing by the District's Director. Designated areas shall be approved by the District's Board of Commissioners and may be amended by the District's Board of Commissioners at any time. All designated UA and UAS areas will be marked with signage by the District. A map of all designated UA and UAS areas will also be available for public inspection at the District office.
- 4) All UA and UAS operators must, at all times, operate their UA and UAS in accordance with local, state and federal laws and regulations including, but not limited to all applicable rules, regulations and safety guidelines promulgated by the Federal Aviation Administration and Illinois Department of Transportation.

- 5) All operators shall use their UA and UAS devices in a courteous manner of others who are present in the District for the quiet enjoyment of nature.
- 6) All UA and UAS operators must hold a certificate of liability insurance (e.g., homeowner's insurance) naming the District as an additional insured, and the insurance must have a liability limit of at least \$1 million.
- 7) All UA and UAS operators must, at all times, comply with the District's General Use Ordinance and all other applicable District rules and regulations.

Each violation of this Section shall be considered a separate violation of the District's General Use Ordinance. Also, any violation of this Section could also result in immediate revocation of the operator's identification card/permit and termination of the operator's right to use their UA and/or UAS on District property.

The District will not be responsible for any damage to property or persons caused by non-District UA and UAS devices.

Section IV – Horseback Riding:

Bring into, unload, use or ride any horse, except on those fields, lots, Areas, trails, paths or roadways designated by the Board for horse use and then only in accordance with District rules, regulations and restrictions promulgated and Posted.

Section V – Bicycling:

- a. Ride a bicycle on any path, trail, roadway or other Area designated or Posted as prohibiting bicycles;
- b. Fail to ride a bicycle as closely as possible to the right-hand side of any road, trail or path, as conditions shall allow;
- c. Ride a bicycle more than two abreast on any trail, path, or roadway;
- d. Ride a bicycle more than single file when overtaking or approaching other bicycle or equestrian traffic;
- e. Ride a bicycle on any trail, path or other access which is less than eight feet in width; or
- f. Ride a bicycle on any trail, path, roadway, or parking area in a manner which endangers the safety of Persons or property, or at a speed which is greater than is reasonable and proper for the safe operation of the bicycle with regard to existing conditions, including but not limited to, trail or road surface, hills, curves, intersections and other bicycle or pedestrian or equestrian traffic.

Section VI – Skateboarding and Roller-blading:

Skateboard or roller-blade in any Area Posted as not allowing such activities, or skateboarding or roller-blading in such a manner which endangers the safety of Persons or property, or in such a manner that damages District Property.

Section VII – Sound or Energy Amplification:

Play or operate any Sound Amplification devices, including radios, television sets, public address systems, musical instruments and the like, or operate any other Energy Amplification device in such a way as to be audible beyond the immediate vicinity of such device or musical instrument or in such a manner as to disturb the quiet of camps, picnic areas or other Preserve Areas without obtaining a Special Event as outlined in Chapter Two, Section IIIb, paragraph 3 of this Ordinance.

Section VIII – Winter Sports:

- a. Sled, toboggan, ski or slide on any Area Posted by the Director as being “unsafe” or “hazardous” or as being “closed” due to inadequate snow cover or other environmental conditions, or upon being duly notified by the Director.
- b. Enter upon any frozen Waters to skate, fish, slide or walk or for any other purpose whatsoever when such Waters are posted “closed” or “unsafe” or “hazardous” by the Director or when notified of such conditions by the Director.
- c. Fish through the ice on any frozen Waters or parts thereof designated as ice skating areas by the Board.
- d. Bring onto or upon the frozen Waters of any lake, pond or watercourse any iceboat or wind-driven-like device or other vehicle, without the Written Permission of the Director.

Section IX – Field and Team Sports:

Play or engage in any club, league, or sponsored team sport, athletic event, or any such endeavor which by its nature restricts public use and access of open Areas or fields, except in those Areas designated by the Board as athletic fields or, if none are available, only in those Areas and for such a period of time as defined by special use permit approved by the Executive Director, or other formal agreement approved by the Board of Commissioners, in order to ensure the safe and equal use of the Preserve by others. This does not restrict use of open Areas or fields by the public to engage in active and/or passive recreational games and activities that limit disturbances and impacts to forest preserve grounds and natural resources.

Section X – Amusement Contraptions:

Bring in, set up, construct, manage or operate any Amusement Contraption, without prior Written Permission of the Board.

Section XI – Aviation:

Make any ascent in or descent from any balloon, airplane, glider, hang glider, kite, helicopter or parachute, without the Written Permission of the Board.

Section XII – Gambling:

- a. Manage, operate or engage in gambling of any form;
- b. Have in their possession any clock, wheel, tape machine, slot machine, pin machine or other machine or device for the reception of money or other thing of value on chance or skill or upon the action of which money is staked, bet, hazarded, won or lost. Any such machine or device shall be subject to seizure, confiscation and destruction by any police officer or employee of the District.

CHAPTER FIVE – REGULATION OF MOTORIZED VEHICLES, TRAFFIC AND PARKING

Section I – State Law Adopted:

The Illinois Vehicle Code as now or hereafter amended (625 ILCS 5/11-100 et seq.) is adopted by reference as if set forth at length in this section.

No person shall upon or in connection with any Property of the District:

Section II – Vehicle Operation and Equipment:

Park, operate, or cause to be operated or parked, a Vehicle that does not comply with the Illinois Vehicle Code or other law or laws of the State of Illinois pertaining to the equipment, control, licensing, registering and use of Vehicles and/or the licensing of operators of such Vehicles.

Section III – Vehicle Types and Access Allowed:

- a. Park, operate, or cause to be operated or parked, any Vehicle except on the roads, drives and parking areas provided, and then only in compliance with the directions and restrictions Posted on regulatory signs, issued Permits, or at the direction of any District staff or duly sworn peace officer;
- b. Park, operate, or cause to be operated or parked, any snowmobile, go-cart, trail bike, mini-bike or other all-terrain off-road Vehicle without prior Written Permission of the Board and then only in those Areas specified and in accord with the rules and restrictions set forth;
- c. Operate or move, or cause to be operated or moved, any Vehicle locked in as a result of the closing of the Forest Preserves at the designated time, until such time that the Preserve is officially opened; or
- d. Park, operate or cause to be operated or parked, any Vehicle on any road, drive or parking area Posted, gated or barricaded as being closed to public traffic.

Section IV – Right-of-Way:

Operate a Vehicle in such a manner as to fail to yield the right-of-way to pedestrians, bicyclists and equestrians.

Section V – Parking:

- a. Park a Vehicle overnight without prior Written Permission of the Director;
- b. Park a Vehicle in such a way as to block in another parked Vehicle;
- c. Park a Vehicle in such a way as to block, restrict or impede the normal flow of traffic;
- d. Park or stop a Vehicle in a zone or Area posted as prohibiting parking;
- e. Park a Vehicle on turf, meadow, prairie, marsh, field or woodland, except in an emergency or as directed by any District staff or duly sworn peace officer for the purpose of crowd control or special event parking;
- f. Park a Vehicle for the purpose of washing it or for the making of any repairs or alterations, except those of an emergency nature; or
- g. Park or stop a Vehicle in such a way as to occupy more than one provided parking stall or space unless otherwise directed to do so by District staff or duly sworn peace officer.

Section VI – Speed Limit:

Operate or propel a Vehicle or cause a Vehicle to be propelled on any road, drive or parking area at a speed greater than the speed limit posted along the right-of-way or, in absence of such posted limit, at a speed in excess of ten (10) miles per hour.

Section VII – Special Speed and Operating Restrictions:

Operate or cause to be operated any Vehicle upon any road, path, drive or parking area in any manner which endangers the safety of Persons or property, or at a speed which is greater than is reasonable and proper for the safe operation of the Vehicle, with regard to traffic conditions and special hazards such as trail crossings, entrances to parking areas or campgrounds, narrow or winding roads, hills, curves, weather or road conditions, and pedestrian, equestrian or bicycle traffic.

CHAPTER SIX – REGULATION OF PERSONAL CONDUCT AND BEHAVIOR

No person shall upon or in connection with any Property of the District:

Section I – Vending and Advertising:

- a. Collect fees, admission or cover charges or display or offer for sale any articles or things, or conduct or solicit any business, trade, occupation or profession, or offer without charge any articles or things, without a valid Concessionaire Agreement approved by the Board and then only in accordance with the terms and conditions thereof, it being the intention to control commercial enterprises or sales on District lands; or

- b. Display, distribute, post or fix and placard, sign, handbill, pamphlet, circular or any other written or printed material or objects containing advertising matter or announcements of any kind whatsoever, or mark with paint any ground, trees, roads or parking areas without prior Written Permission of the Director and then only in compliance with the terms of such permission or in compliance with the terms of a valid Concessionaire Agreement approved by the Board, except those groups holding a valid Picnic, Camping, or Special Event Permit may display signs to identify their location or direct others to it, providing such signs are temporary, not more than 24" x 36" in size and are removed by the Permittee at the termination of the activity and are not attached to any tree or shrub or any District sign, gate, or building.

Section II – Unlawful Obstructions:

- a. Set or place or cause to be set or placed any goods, wares or merchandise, or any stand, cart or vehicle for the transportation or vending of any such goods, wares or merchandise, or any other article upon any property of the District to the obstruction of use of any Preserve or to the detriment of the appearance of any Preserve;
- b. By force, threat, intimidation or by unlawful fencing or enclosing or any other unlawful means prevent or obstruct or combine and conspire with others to prevent or obstruct any Person from peacefully entering upon any Property of the District, or prevent or obstruct free passage or transit over through any lands or Waters of the District, or obstruct the entrance into any facility within the District, except that nothing in this section shall be construed to deny lawful enforcement of a valid Permit granting a certain Person or Persons use to the Exclusion of others as defined and provided for in this Ordinance.

Section III – Unlawful Construction, Maintenance or Encroachment:

- a. Erect, construct, install, or place any structure (*(*)with the exception of use of pop-up shade canopy structures, up to 12 feet by 12 feet in size, during forest preserve open hours within preserve areas designated by the Board*), building, shed, fences, machinery, equipment, or apparatus of any type, or stockpile, store or place any organic or inorganic material used for construction of such items on, below, over or across a Preserve without prior Written Permission from the District and then only in accordance with the terms and conditions set forth in a valid License, Easement or Contract agreement.

() Designated areas for use of shade canopies up to 12' X 12' only include the turf grass field area at the Harris Forest Preserve Horse Arena and Baseball Field, and the Hoover Forest Preserve Baseball Field and Picnic Pavilion.*

- b. Perform or cause to be performed any mowing, trimming, cutting, or grooming of District lands, or perform any singular grounds maintenance for any purpose, or in any like manner encroach onto District property from privately or publicly owned lands without Written Permission from the Director; or

- c. Place, stockpile or store any gravel, stone, dirt, sand, wood, lumber or any other organic or inorganic material on District property.

Section IV – Drug or Alcohol Use:

For the purpose of this section, the words or terms used shall have the following meaning:

- a-1. “Cannabis” shall have the meaning ascribed to it in Section 3 of the Illinois Cannabis Control Act.
- a-2. “Controlled Substance” shall have the meaning ascribed to it in Section 102 of the Illinois Controlled Substance Act.
- b. Possess, bring into, or use any Controlled Substance or Cannabis or any derivative thereof;
- c. Possess, produce, plant, cultivate, tend or harvest the Cannabis sativa plant;
- d. Possess, bring into, or consume any alcoholic beverages on District property or any facility thereof, with the following exceptions:

Alcoholic beverages may be consumed at Ellis House at Baker Woods Forest Preserve, Meadowhawk Lodge at Hoover Forest Preserve, and the Ken Pickerill Estate House within 250 feet of these buildings as part of an approved facility license agreement, which includes the service of prepared meals, with the service of alcohol exclusively controlled by:

- 1. A catering business enrolled in the Kendall County Forest Preserve District’s Preferred Caterers Program that possesses a current Class I license in accordance with the Kendall County Liquor Control Ordinance;
- 2. A not for profit corporation or organization that possesses a current Class G or Class J license in accordance with the Kendall County Liquor Control Ordinance;
- 3. A pre-approved bartending service business serving, but not selling, alcohol and employing BASSET (Beverage and Alcohol Sellers and Servers Education Training) certified alcohol servers in accordance with 235 ILCS 5/6-27.1; or
- 4. A charitable organization hosting an event wherein alcohol is served, but not sold, by volunteers of the organization.

All entities serving alcohol on Forest Preserve property must satisfy District insurance requirements.

- e. Be present in an intoxicated condition or under the influence of alcoholic beverages, drug or narcotic to the extent of being unable to perform normal bodily functions, such as maintaining balance or coherent speech, or because of

the influence of such or like substances engage in behavior or speech that intimidates others or interferes with or unreasonably disrupts others in the normal, safe use of the Forest Preserves or any facility thereof.

Section V – Weapons and Harmful Substances:

At any time have in their possession or on or about their Person, Vehicle or any other conveyance, concealed or otherwise, any firearm, stun gun, taser, bow and arrow, slingshot, cross bow, spear or spear gun, switch-blade knife, stiletto, sword, blackjack, billy club, martial arts weapon or any air rifle, paint gun or device capable of discharging a projectile or harmful chemical substance, or any weapon, instrument or substance of like character or design except at those ranges or Areas designated for their use by the Board and then only in accordance with the rules and restrictions set forth for the proper use of such ranges or Areas. Nothing contained herein shall be construed to prevent any duly sworn peace officer from carrying such weapons as may be authorized and necessary in the discharge of their duties nor shall it apply to a Person summoned by any such Officer to assist in making arrests and preserving the peace while such Person is engaged in assisting.

Section VI – Disorderly Conduct:

Engage in behavior or speech that provokes a breach of the peace or disrupts, alarms, disturbs, intimidates, or unreasonably interferes with others in the normal, safe use of the Forest Preserves or any facility thereof.

Section VII – Disobeying a Lawful Order:

Disobey, ignore, or in any manner fail to comply with any request, direction, or order given by any duly sworn peace officer charged with the control, management, or protection of District Property or resources when such request, direction or order is given in the lawful performance of his duties.

Section VIII – Hindering or Bribing Employees:

- a. Interfere with, unreasonably disrupt, delay, or in any manner hinder any Employee engaged in the performance of his duties; or
- b. Give or offer to give any Employee any money, gift, privilege or article of value on or off District Property in order to violate the provisions of this Ordinance or any other District Ordinance, Contract or Permit or Statute of the State of Illinois and the United States or in order to gain or receive special consideration in applying for any use or privilege or to gain special consideration and treatment in the use of any District Property of facility.

Section IX – Control and Treatment of Animals:

- a. Bring, lead or carry any dog that is unleashed or on a leash longer than 10 feet, except in those Areas designated by the Board for dog training and then only in accordance with the rules and restrictions duly promulgated for the control of such Area or Areas. Where Posted, Persons bringing a dog into a Preserve or

Areas thereof shall be responsible for immediate clean-up and removal of the animal's excrement;

- b. Willfully or neglectfully cause or allow any domestic animal to run or remain at large, or to release any wild or domestic animal, for any purpose, except within those Areas designated by the Board and then only in accordance with the rules and restrictions duly promulgated for the control of such Area or Areas;
- c. Torture, whip, beat or cruelly treat or neglect any animal;
- d. Bring in, drive, ride or lead any animal, except that horses, sled dogs and other draft animals may be ridden or led, or driven ahead of Vehicles or sleds attached thereto on such portions of the Forest Preserves as may be designated by the Board and then only in accordance with the rules and restrictions duly promulgated for the control of such Area or Areas; or
- e. Hitch or tie any horse or other animal to any tree, bush or shrub;
- f. Bring in, lead, drive, ride or carry any wild, domestic or pet predator, leashed or unleashed into or upon any Forest Preserve, or part thereof, designated as a Nature Preserve or Nature Area or Historic Site, without Written Permission of the Director, unless such animal is kept confined within a closed vehicle or trailer.
- g. Nothing in this Ordinance shall be construed to prohibit the controlled use of certain animals approved by the President for the purposes of public safety, such as, but not limited to, the protection of District property or the protection of Employees in the performance of their duties or in the performance of search and rescue operations.
- h. Nothing in this Ordinance shall be construed to prohibit the controlled use of animals used for aiding physically challenged individuals.

Section X – Honoring Permits:

By act or speech willfully or unreasonably hinder, interrupt or interfere with any duly permitted activity or unreasonably or willfully intrude on any Areas or into any structure designated for the use of a certain Person or Persons to the Exclusion of Others by Written Permission of the District.

Section XI – Pyrotechnics:

Set off or attempt to set off or ignite any firecrackers, fireworks, smoke bombs, rockets, black powder guns or other pyrotechnics.

Section XII – Illinois Compiled Statutes Violation:

Do or cause to be done any act in violation of: the Illinois Criminal Code of 1961 as amended, the Illinois Cannabis and Controlled Substances Acts of 1971 as amended, the Illinois Dram Shops Acts as amended, or any applicable Illinois Compiled Statutes as amended while in or on any property administered by or under the jurisdiction of the District.

CHAPTER SEVEN – ENFORCEMENT

Section I – Police:

All Police, Deputy, Sheriff, State Policeman or any other duly sworn peace officer has the power and is authorized to arrest, with or without process, any persons found in the act of violating any Ordinance of the District or law of the State of Illinois.

Section II – Two Penalties – One Judgment:

In all cases where the same offense shall be made punishable or shall be created by different clauses or sections or this or any other ordinance or statute, a duly sworn peace officer or person prosecuting an offender may elect under which to proceed, but not more than one judgment shall be entered against the same person for the same offense.

Section III – Fines and Penalties:

Any person found guilty of violating any provision of this Ordinance shall be fined an amount not less than \$75.00 but not more than \$500.00 for each offense.

Section IV – Authority of Other Agencies:

Nothing in this Ordinance shall be construed to prevent other officers from carrying out their sworn duties within the territories of the District as defined by applicable laws of the State of Illinois and the United States or Ordinances of Kendall County, Illinois or in accord with any Policing Agreement approved by the Board.

Section V – Permits and Designated Areas – Authority:

To carry out the terms of this Ordinance, the Director or their designee, is hereby given authority to issue Permits, License Agreements for Use of District Facilities, post notices or take other action as called for herein, subject to the guidelines set forth.

- a. The Director shall have the authority to close Preserves, or parts thereof, in the interest of public health, safety or general welfare or in order to protect the natural resources from unreasonable harm; to promulgate and issue Permits where required by this Ordinance; and to collect such fees as established by the District in accordance with the following guidelines:
 1. No Person shall be discriminated against because of age, race, sex, creed, color, national origin, or physical or mental handicap;
 2. The proposed use or activity shall not unreasonably interfere with or detract from the general public's use and enjoyment of the Forest Preserves and surrounding property or facilities;
 3. The proposed use or activity is not reasonably likely to result in violence or in serious harm to Property or Persons;

4. The proposed activity or use shall not entail extraordinary expense or operation costs by the District or expose it to unusual or extreme liability;
 5. The Area desired has not been reserved for another activity at the same time;
 6. The proposed activity is not reasonably expected to detract from the promotion of public health; and
 7. The proposed activity is reasonably compatible with the type of Preserve, the size and character of the Area or waters involved and the facilities available, and that it is not reasonably expected to cause irreparable harm or extreme damage to the natural environment of the Preserve.
- b. The Director may impose reasonable restrictions on the granting of a Permit, or License Agreement including, but not limited to any of the following:
1. Restricting the open dates for reserved Area or Facility use; the length of time an Area or Facility will be held for reserved use; the use of ground fires; off-the-road vehicle access; the number of Persons present; the use of domestic or trained animals; the use of shelters or structures; the collecting for any purpose of any water, soils, minerals, flora or fauna; the type and location of sports and games or any other activity which appears likely to unreasonably interfere with the use and enjoyment of the Preserve by others or cause damage to District property; and
 2. Requiring the name, address, telephone number and driver license number of a legal adult responsible for the use or activity requested, as well as the name, address and telephone number of the group represented by the applicant.
- c. All Permits and Facility License Agreements required by this Ordinance and issued by the District shall be issued at the District headquarters at 110 West Madison Street, Yorkville, Illinois. All applications for Permits shall be submitted at least 72 hours in advance of the earliest requested date, provided that the Director may waive the 72-hour time period in the interest of public safety or for such events that are of a significant civic nature.
- d. The Director, or their designee is authorized to seek reasonable information regarding any proposed use, activity or privilege and require a record of such information on a Permit or Facility License Agreement application. No Person shall misrepresent, falsify or withhold such required information.
- e. No Person granted a Permit or Facility License Agreement shall violate the requirements, terms, conditions, restrictions or rules duly set forth under the authority of this Ordinance as part of any granted Permit.

- f. The Board may set forth in other Ordinances guidelines and standards regulating such Permit or Facility License Agreement or registration fees as it deems proper and may change them from time to time.
- g. No Person shall obtain or use any Permit or Facility License Agreement without having first paid the established fee.
- h. All designated Areas, waters or facilities and all Permit or Facility License Agreement restrictions, rules, regulations or conditions are subject to review at any time by the Board. Any aggrieved Person shall have the right to petition the Board, in writing, regarding denial or restriction of use or activity and be properly heard by the Board, as the President shall direct.

Section VI – Civil Suits:

Nothing in this Ordinance shall be construed to prevent or preclude the lawful use by the District of a civil remedy at law, or correct an abuse or loss suffered by the District as a result of a violation of this Ordinance or any law of the State of Illinois.

Section VII – State’s Attorney Authorized to Prosecute:

The Kendall County State’s Attorney shall be authorized to prosecute any violations of this Ordinance until such a time that the District opts to employ its own attorney for representation of the District. Should the District employ a District Attorney for the purpose of prosecuting violations of this Ordinance, then said attorney shall be authorized to do so.

Section VIII – State, United States and Local Laws:

All Persons within the Forest Preserves are subject to all Ordinances, rules and regulations of the District, as well as all applicable laws of the United States and the State of Illinois, as amended and changed from time to time. These laws include, but are not limited to, the Downstate Forest Preserve Act, the Illinois Vehicle Code, the Criminal Code of 1961, the Wildlife Code and the Fish Code of the State of Illinois, as amended and changed from time to time.

CHAPTER EIGHT – MISCELLANEOUS

Section I – Enactment:

This Ordinance shall be in full force and effect from and after its passage, approval and publication as required by statute.

Section II – Captions and Headings:

The captions and headings used herein are for the convenience of reference only and do not define or limit the contents of each paragraph.

Section III – Severability:

The provisions of this Ordinance shall be deemed to be severable and the invalidity or unenforceability of any provisions shall not affect the validity and enforceability of the other provisions hereof.

Section IV – Copies:

The Secretary of the Forest Preserve District shall transmit a copy of this Ordinance to the President, Director and Attorney of the District, respectively, and shall cause it to be published as provided by law.

Section V – Conflict:

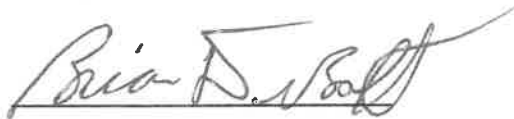
All Forest Preserve District ordinances and all resolutions and orders, or any parts thereof, in conflict with this ordinance, or any parts thereof, are hereby repealed.

Section VI– Amendments:

The District may amend this Ordinance from time to time.

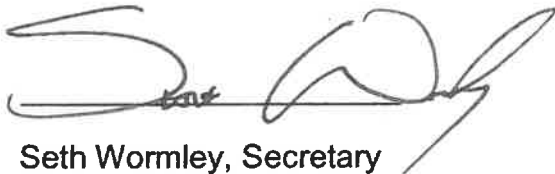
Passed and approved by the President and Board of Commissioners of the District this 7TH day of February, 2023.

Approved:



Brian DeBolt, President

Attest:



Seth Wormley, Secretary

Amended November 7, 2012.

Amended August 15, 2016.

Amended May 6, 2017

Amended September 18, 2018

Amended June 21, 2022

Amended September 20, 2022

Amended February 07, 2023

CONTRACT
PROJECT #24-06-001

2024 ROOF REPLACEMENTS AND BUILDING RE-SEALING PROJECT

BETWEEN Kendall County Forest Preserve District and Thomas Welsh, Owner and Sole Proprietor DBA TKO Roofing and Siding for the 2024 Roof Replacements and Building Re-sealing Project for the Kendall County Forest Preserve District, Kendall County, Illinois.

- 1.) This CONTRACT is made at **Kendall County Forest Preserve District** as of July 16, 2024 ("Effective Date"), by and between the Kendall County Forest Preserve District located at **110 W. Madison Street Yorkville, IL 60560** (hereinafter designated the "CUSTOMER"), and **Thomas Welsh, Owner and Sole Proprietor DBA TKO Roofing and Siding** located at **2584 Madden Court Yorkville, Illinois 60560** (hereinafter designated the "CONTRACTOR").
- 2.) The CONTRACTOR shall furnish all material, labor, equipment, and tools necessary for the **Hoover Forest Preserve "Old Shop"** located at **11285 W. Fox Road Yorkville, IL 60560**, and the **Baker Woods Forest Preserve "Ellis House"** located at **13986 McKanna Road Minooka, IL 60447**, as well as all work incidental and pertinent thereto, (hereinafter designated the "Project") all in accordance with the original proposal #24-06-001 dated **06/25/2024** submitted by the CONTRACTOR (hereinafter together designated the "Specifications"), a copy of which is attached hereto as Exhibit A and incorporated herein. In the event of any conflict, ambiguity, or inconsistency between the terms contained in this CONTRACT and the Exhibits, the terms set forth in this CONTRACT shall govern and control.
- 3.) The term of the CONTRACT shall begin on the Effective Date first written above, and shall be completed **on or before November 30, 2024**, unless sooner terminated as permitted herein, or unless extended by agreement of the parties set forth in writing. The work shall commence within ten (10) days from the date that CONTRACTOR receives a copy or original of the fully executed CONTRACT, which receipt shall be considered Notice to Proceed. The CONTRACTOR is required to submit to the CUSTOMER a Certificate of Insurance and Performance and Payment bonds prior to commencing work. In addition, the work shall be scheduled as agreed upon by the parties.
- 4.) The sums to be paid to the CONTRACTOR shall be at the bid price(s) shown on the Specifications (Exhibit A), and the total to be paid to CONTRACTOR shall be a maximum of **\$79,441.00** as set forth in the purchase order and Exhibit A. Invoices shall provide details of all Project expenses as permitted in this CONTRACT. Payment shall be made in accordance with the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 505/1 et seq.). If this CONTRACT is terminated for convenience for any reason, then the CONTRACTOR shall be paid pro rata for all services performed, materials purchased, and administrative costs incurred, including lost profit, to the effective date of termination.

- 5.) If the CUSTOMER wishes to terminate the CONTRACTOR for cause due to the failure of CONTRACTOR to perform as required under this CONTRACT and/or in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances, then the CUSTOMER must provide the CONTRACTOR with written notice of said failure to perform. The CUSTOMER must give ten (10) working days from the CONTRACTOR's receipt of the Notice to Cure for the CONTRACTOR to cure or take reasonable action to commence to cure the performance concerns specified. If the CONTRACTOR does not take appropriate action within the ten (10) day period, the CUSTOMER may issue a Final Notice to Cure. The CONTRACTOR will have an additional five (5) working days from the receipt of the Notice to Cure to cure or take reasonable action to commence to cure before the CUSTOMER can terminate the CONTRACT. If the CONTRACTOR is terminated for cause, the CUSTOMER may provide or employ any necessary labor and materials in lieu of CONTRACTOR to finish part or all of the work under the CONTRACT or to supplement the work of CONTRACTOR, and to deduct the cost thereof from any money, then due or thereafter to become due to the CONTRACTOR; and if such cost shall exceed the balance due to CONTRACTOR, then the CONTRACTOR shall pay the difference to the CUSTOMER.
- 6.) CUSTOMER may issue subsequent modifications to the Purchase Order(s) for additional work that was not known or included in the Specifications that is found to be needed during the work on the Project to complete the Project over and above the amount set forth in this paragraph four (4) and in Exhibit A. CONTRACTOR must seek approval from the CUSTOMER before performing any additional work. The CUSTOMER must provide the CONTRACTOR written documentation of the modification to the Purchase Order within three (3) business days of verbal approval. CONTRACTOR is not obligated to perform additional work until written modification has been received from the CUSTOMER, but may commence work based upon a reasonable assumption that written modification will be issued. Incidental additional work performed by the CONTRACTOR without CUSTOMER consent will be evaluated and considered for payment based upon the work's merit. If the CUSTOMER determines the incidental additional work was not included in the original scope of the project and required for the CONTRACTOR's uninterrupted performance in fulfillment of the contract, then the CUSTOMER will approve the CONTRACTOR's request for payment for incidental additional work.
- 7.) All the work done under this CONTRACT shall be performed under the oversight of **David Guritz, Executive Advisor and Antoinette White, Acting Executive Director** the CUSTOMER'S representatives. All notices hereunder shall be (a) in writing; (b) delivered to the representatives of the parties at the addressees set forth in the Specifications, unless changed by either party by notice to the other party; and (c) effective upon receipt.

- 8.) The CONTRACTOR shall furnish the CUSTOMER with a performance or contract bond and a labor and material bond, each in the amount of **\$79,441.00**. **Insurance:** Contractor will obtain and continue in force, during the term of this Agreement, all insurance as set forth herein. 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 Kendall County Forest Preserve District at the address set forth herein. All coverage shall be at least as broad as the following:

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

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

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

Workers' Compensation Insurance: Insurance as required by the State of Illinois, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, Kendall County Forest Preserve District shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Kendall County Forest Preserve District. Kendall County Forest Preserve District and its, past, present, and future its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor 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 Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used). For any claims related to this contract, Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 with respect to Kendall County Forest Preserve District, its past present and future officers, officials, employees, and volunteers. Any insurance maintained by Kendall County Forest Preserve District, its past present or future officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

Contractor hereby grants to Kendall County Forest Preserve District and its, past, present, and future its officers, officials, employees, and volunteers a waiver of any right to subrogation which any insurer of said Contractor may acquire against Kendall

County Forest Preserve District by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Kendall County Forest Preserve District has received a waiver of subrogation endorsement from the insurer. If any of the required policies provide coverage on a claims-made basis, (1) the Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work, (2) insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work, and (3) if coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

Contractor shall furnish Kendall County Forest Preserve District with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Kendall County Forest Preserve District before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. Kendall County Forest Preserve District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Kendall County Forest Preserve District is an additional insured on insurance required from subcontractors.

Indemnification: Contractor shall indemnify, hold harmless and defend with counsel of Kendall County Forest Preserve District's own choosing, Kendall County Forest Preserve District, its past, present and future elected officials, department heads, employees, insurers, and agents (hereinafter collectively referred to as "Releases") from and against all liability, claims, suits, causes of action, demands, proceedings, set-offs, liens, attachments, debts, expenses, judgments, or other liabilities including costs, reasonable fees and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property, of whatsoever kind or nature as well as for any breach of any covenant in the Agreement or ancillary documents and any breach by Contractor of any representations or warranties made within the contract documents (collectively, the "Claims"), to the extent such Claims result from the performance of this Agreement contract by Contractor or those Claims are due to any act or omission, neglect, willful acts, errors, omissions or misconduct of Contractor in its performance under this Agreement. Nothing contained herein shall be construed as prohibiting Kendall County Forest Preserve District, its past, present, and future elected officials, officers, employees, board members, and agents from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to 55 LCS 5/3-9005, any attorney representing

Kendall County Forest Preserve District, under this paragraph, shall be approved by the Kendall County State's Attorney and shall be appointed as a Special Assistant State's Attorney. Kendall County Forest Preserve District's participation in its defense shall not remove Contractor's duty to indemnify and hold the Kendall County Forest Preserve District harmless as set forth above. Kendall County Forest Preserve District does not waive its defenses or immunities under the Local Government and Government Employee Tort Immunity Act. (745 ILCS 10.1 et seq.) by reason of indemnification or insurance. Indemnification obligations shall survive the termination of this Agreement. For public safety reasons and to the extent permitted by law, Bidder agrees that no one shall be assigned to perform work at the District's facilities on behalf of Bidder, Bidder's consultants, subcontractors and their respective officers, employees, agents and assigns unless Bidder has completed a criminal background investigation for each individual to be performing work at the site. To the extent permitted by law, in the event that the individual's criminal background investigation reveals that the individual has a conviction record that has not been sealed, expunged or impounded under Section 5.2 of the Criminal Identification Act, Bidder agrees that the individual shall not be assigned to perform work on or at the District's properties and/or facilities absent prior written consent from the District.

Bidder, its officers, employees, contractors, subcontractors, and agents agree not to commit unlawful discrimination and unlawful harassment and further agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, the Illinois Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended, and all applicable rules and regulations. Also, Bidder and Bidder's subcontractors shall maintain a written sexual harassment policy that complies with the requirements of 775 LCS 5/2-105 and shall comply with all other fair employment practices and equal employment opportunity/affirmative action requirements set forth in applicable state and federal laws and regulations.

- 9.) Should the CONTRACTOR at any time refuse or neglect to supply a sufficiency of properly skilled workers or materials of the proper quality, or fail in any respect to prosecute the work herein described with promptness and diligence, or fail in the performance of any of the agreements contained herein, the CUSTOMER shall have the right to immediately suspend all work, or any part thereof under this CONTRACT, upon the CUSTOMER's issuance of a stop work notice to the CONTRACTOR and the CONTRACTOR's confirmed receipt of the stop work notice. The work shall continue to be suspended until such time as the CUSTOMER and CONTRACTOR have come to a mutual agreement on how the work under the CONTRACT shall proceed. Should the CONTRACTOR continue to refuse or neglect to supply a sufficiency of properly skilled workers or materials of the proper quality, or fail in any respect to prosecute the work herein described with promptness and diligence, or fail in the performance of any of the agreements contained herein, then the CUSTOMER may, after following the procedures listed in Section 5 above, terminate the CONTRACT for cause.

- 10.) The CONTRACTOR shall indemnify, save harmless, and defend the CUSTOMER from and against all losses, claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description, made, brought, or recovered against the CUSTOMER by reason of any negligent act or omission of the CONTRACTOR, its agents, its subcontractors, or its employees, in the execution of the work herein contracted for.
- 11.) The CONTRACTOR or CUSTOMER has the right to request and be granted a Termination for Convenience from the CONTRACT obligations if there is a joint determination from both the CUSTOMER and the CONTRACTOR that the termination is in the best interests of both parties, or if the CONTRACTOR or CUSTOMER believes the Termination for Convenience to be in its best interests because a timely resolution, within ten (10) days from the CUSTOMER'S receipt of written notification, will not be provided with regard to requests for information (RFD, request for clarification, or requests for modification to the Purchase Order(s) due to differing site conditions, vague Specifications, or unforeseen circumstances. Under a Termination for Convenience, the CONTRACTOR or CUSTOMER shall be reimbursed for all justifiable costs including price of supplies, services delivered, and administrative expenses, including lost profit under the CONTRACT or Purchase Order.
- 12.) This CONTRACT shall be deemed to contain all the terms and conditions agreed to between the parties, who both agree that no representations or promises of any kind whatsoever have been made other than herein contained, and this CONTRACT shall be binding upon both parties and their respective heirs, administrators, executors, successors, and assigns.
- 13.) This CONTRACT is contingent upon receipt of a written purchase order from CUSTOMER. All terms must be agreed upon by both parties.
- 14.) CUSTOMER shall have the right to approve all subcontracts or assignments of work equal to or exceeding \$10,000.00. CUSTOMER shall not unreasonably withhold, delay or condition subcontracting or assignments, but may express final and binding disapproval of a proposed assignee or subcontractor. Should the CONTRACTOR be forced to choose a different subcontractor/assignee that is of higher cost than the initial subcontractor/assignee, due to the CUSTOMER's disapproval, the CONTRACTOR shall be able to request and will receive approval from the CUSTOMER for a modification to the CONTRACT to cover the additional cost. CONTRACTOR shall remain responsible for the work of any agent or independent contractor to whom it assigns its Work, and any assignment or subcontract shall incorporate the terms of this Contract into its contract delegating its Work.
- 15.) If the Project involves construction of a public improvement at a cost exceeding the threshold for payment prevailing wage rates of pay, each laborer, workman or mechanic employed by the CONTRACTOR for performance of the Project herein described or by the subcontractor shall be paid not less than the minimum rate of pay for the applicable pay classification. The CONTRACTOR and their subcontractors who are subject to the requirements of paying prevailing wages shall keep full and accurate payroll records

covering all disbursements of wages to their employees to whom they are required to pay not less than the prevailing rate of wages. The CONTRACTOR and its subcontractors shall deliver to the CUSTOMER a certified copy of their respective payrolls, within two weeks of the CUSTOMER's request, for each pay period requested by the CUSTOMER.

- 16.) Payments to the CONTRACTOR shall be made at the rate of ninety-five percent (95%) of the approved partial payment estimate for each monthly progress billing. The CUSTOMER will retain five percent (5%) of every approved partial payment. Payment shall be made in accordance with the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 505/1 et seq.). Upon completion and acceptance of the work, the CUSTOMER shall issue a certificate attached to the final payment request that the work has been accepted by it under the terms, promises and conditions of the CONTRACT.
- 17.) CONTRACTOR has been employed under this Contract as an independent contractor in order to construct its portion of the Project. CONTRACTOR agrees that no authority has been conferred upon it by CUSTOMER to hire any person(s) on behalf of CUSTOMER, and CUSTOMER undertakes no obligation of any sort to CONTRACTOR's employees or subcontractors. It is understood and agreed that the CONTRACTOR shall select, engage, and discharge its employees, agents, or servants and otherwise direct and control their services. CONTRACTOR will also comply with all laws concerning qualification to do business and engage in the work involved under this CONTRACT and will file all returns and reports required of it and pay all taxes and contributions imposed upon it.
- 18.) CONTRACTOR agrees not to discriminate against any employee or applicant for employment because of age, race, color, religion, sex, or national origin.
- 19.) The CUSTOMER shall not be considered to have accepted possession of the work under this CONTRACT until a notice of completion is issued to the CONTRACTOR by the CUSTOMER or CUSTOMER's representative, or payment of the full CONTRACT compensation is received by the CONTRACTOR, unless the Parties otherwise mutually agree.
- 20.) CONTRACTOR, at all times its performance of its work under this CONTRACT, shall keep the work site, grounds, and rooftops surrounding the work site free from accumulation of waste materials or rubbish caused by its activities. Upon completion of the work under this CONTRACT, the CONTRACTOR shall promptly remove all its waste materials and rubbish from and about the work site, as well as, its tools, construction equipment, machinery, and surplus materials, as to leave the work site "Broom Clean" or its equivalent.
- 21.) The law is hereby agreed to be the law of the State where the Project is situated. The parties agree that the proper venue for action, suit, or other litigation arising under this agreement shall lie in the courts of Kendall County, IL. In the event legal action is instituted to enforce this agreement, each party agrees to bear its own attorney fees and

costs while waiving the right to collect attorney fees and costs from the opposing party. Each party also agrees to waive its right to have any pending action or trial heard by a jury.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, authorized representatives of each party to this CONTRACT, indicating their party's approval of the terms herein, have signed as of the dates set forth below.

WITNESSES:

1. _____
2. _____

TKO Roofing and Siding

By: _____

Printed Name

Title

Tax ID. No. _____

Date: _____

WITNESSES:

1. _____
2. _____

Kendall County Forest Preserve District

By: _____

Date: _____

And

By: _____

Date: _____

Contract #26-06-001 – EXHIBIT A

Bid Documents Incorporated by Reference

1. Legal Notice to Bidders
2. HOOVER AND BAKER WOODS ROOFING PROJECTS BID SPECIFICATIONS
Project 24 06 001 dated May 30, 2024
 - a. Exhibit A – Midwest Environmental Consulting Asbestos Testing Report – Hoover Old Shop
 - b. Exhibit B – Hoover Old Shop Architectural Drawings
 - c. Exhibit C – Ellis House Architectural Drawings
3. Addendum 1a – Hoover and Baker Woods Roofing Projects Dated June 21, 2024
4. Addendum 1b – Updated Bid Forms

Bid Proposal Attachments (Exhibits D and Exhibit E)

5. Exhibit D – Bid Submission Cover Sheet received from Thomas Welsh, Owner TKO Roofing and Siding dated 06/25/2024
6. Exhibit E – Bid Form received from Thomas Welsh, Owner TKO Roofing and Siding dated 06/25/2024
7. Affiliated Agencies Bid Surety (10% of Total Bid)

EXHIBIT D — BID SUBMISSION COVER SHEET

ITB Number & Name

Bidder Name (printed):

Thomas WELSH

Address:

2582 MADDEN CT City, State, Zip: Yorkville IL 60560

Bid Clarification Contact Person:

Tom WELSH

Telephone:

630 675-8858

Email:

tomwesh-tko@hotmail.com

State of Incorporation:

IL

Entity Type:

Sole Proprietor

Federal Employer Identification Number (FEIN):

[REDACTED]

Any individual signing below hereby certifies they are an authorized representative of Bidder and that:

1. Bidder understands and accepts the requirements of this ITB and all Bidding Documents. By submitting a Bid, Bidder agrees to be bound by all requirements and terms and conditions set forth in the Bidding Documents.
2. Bidder acknowledges receipt of any and all Addenda to this ITB. Bidder acknowledges receipt of Addendum #1 and June 21, 2024 Bid Form revisions.
3. Bidder certifies all contents of the Bid (including any other forms or documentation, if required under the Bid Documents), and this Bid Submission Cover Sheet are truthful and accurate and have been prepared independently from all other Bidders, and without collusion, fraud, or other dishonesty.
4. Subject to acceptance by a majority vote of the Kendall County Forest Preserve District's Board of Commissioners, the Bidder acknowledges that by submitting this Bid offer and signing in the space below, the Bidder is contractually obligated to comply with all items in the Bidding Documents.



Authorized Signature

6/25/24

Date

Thomas Welsh owner

(Printed Name and Title)

tomwesh-tko@hotmail.com

Email Address

EXHIBIT E - Bid Form

BIDDER'S NAME:

TRC Roofing & Siding

KENDALL COUNTY FOREST PRESERVE DISTRICT ITB NUMBER: #24-06-001

ITB PROJECT NAME: 2024 Roof Replacements and Re-Sealing Project

1. **COST OF WORK:** The undersigned Bidder having familiarized themselves with the conditions affecting the cost of the work and its performance and having carefully examined and fully understood the Bidding Documents, hereby affirms and agrees to enter into a contract with Kendall County Forest Preserve District to provide all supervision, labor, material, equipment, and all other expense items to perform completely the entire work covered by all specifications for the entire work:

FOR THE LUMP SUM OF \$78,341 Dollars (\$ 78346).

REMINIDER: BASE BID LUMP SUM INCLUDES COSTS FOR REPLACEMENT OF NINETEEN (19) 4-FOOT BY 8-FOOT 5/8" ROOFING DECK BOARDS. A PROJECT CREDIT, OR ADDITION BASED ON THE TOTAL NUMBER OF DECKING BOARDS ACTUALLY REPLACED WILL BE CALCULATED BASED ON THE UNIT COST TOTAL PROVIDED BELOW.

[Please include a breakdown of unit and total prices for items as required below.]

Unit Costs and Total Prices

Cost for each 4 foot by 8 foot by 5/8 inch roof decking board purchased and installed. Price per unit installed shall include the total labor cost for both removal of an existing roof deck board, and installation of new.

\$ 40 price per unit purchased (supply) + \$ 50 price per unit installed (labor) = \$ 90 TOTAL

ADD ALTERNATE #1

Include a lump-sum cost for the replacement of one (1) skylight/roof window as described in Addendum #1 = \$ 1100 TOTAL

2. **COSTS:** The undersigned hereby affirms and states that the prices quoted herein constitute the total cost to Kendall County Forest Preserve District for all work involved in the respective items and that this cost also includes all insurance, royalties, transportation charges, use of all tools and equipment, overhead expense, all profits, and all other work, services, and conditions necessarily involved in the work to be done and materials to be furnished in accordance with the requirements of the Bidding Documents.

3. **PROFESSIONAL REFERENCES:** The undersigned shall provide at least three (3) professional references that can provide Kendall County Forest Preserve District with information regarding the bidder's experience with this type of project, and these professional references are attached to this Bid Form.

4. **BID BOND:** All bidders are required to submit a bid surety with their Bid. The amount of the bid surety shall be ten percent (10%) of the total bid price. The undersigned's bid bond is attached to this Bid Form.

5. **COMPLIANCE CERTIFICATIONS:** By initialing below, the undersigned hereby certifies all of the following in accordance with applicable state and federal law:

COMPLIANCE WITH ILLINOIS DRUG FREE WORKPLACE ACT: The undersigned, having 25 or more employees, does hereby certify pursuant to section 3 of the Illinois Drug Free Workplace

NON-COLLUSION AFFIDAVIT

(Complete and Submit with Bid Form)

STATE OF IL)
COUNTY OF Kendall)^{ss}

Thomas Welsh, being duly sworn, says that he/she is
Sole owner of TLO Roofing & Siding
(sole owner, member of firm, corporate official) (individual, firm or corporate name)

which has by the enactment of this document affirmed that he/she, in the preparation of the Bid estimates, has not entered into any verbal and/or written agreement with any of the other bidders or their agents for the specific purpose of fixing bid estimates to benefit him/herself or the firm he/she represents.

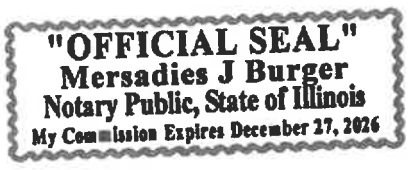
The undersigned Bidder further certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, or any unit of government in the State of Illinois, nor has the Bidder made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the Bidder committed bribery or attempted bribery on behalf of the Bidder and pursuant to the direction or authorization of a responsible official of the Bidder.

The undersigned Bidder further certifies that it is not barred from bidding on this contract as a result of a conviction for the violation of state laws prohibiting bid-rigging or bid-rotating.

Printed Name: Thomas Welsh
Title: owner
Signature: [Handwritten Signature]

Subscribed and sworn to me this 26 day of June, 2024.

Mersadies J Burger
Notary Public
(seal)



State of Illinois

Department of Financial and Professional Regulation Division of Professional Regulation

The person, firm, or corporation whose name appears on this certificate has complied with the provisions of the Illinois Statutes and/or rules and regulations and is hereby authorized to engage in the activity as indicated below.

LICENSE NO
104 018749
105.009061

EXPIRES

12/31/2025



LICENSED ROOFING CONTRACTOR UNLIMITED

THOMAS WELSH DBA TKO ROOFING & SIDING
2584 MADDEN CT
YORKVILLE, IL 60560-3037



Mario Treto Jr.

MARIO TRETTO, JR.
SECRETARY

CAMILLE LINDSAY
ACTING DIRECTOR

The official status of this license can be verified at IDFPR.Illinois.gov

18443015

Bidder's Professional References

As part of their Bid package, the Bidder must provide at least three (3) professional/client references for services the Bidder has performed within the past five (5) years that are similar in size, scope, and type of

Reference #1:

Professional Reference Name: Crestview Bldrs

Contact Person's Name: MARK ENGEL

Telephone Number: 630 816 6836 Facsimile Number: _____

Mailing Address: 573 CAROL Sankhetti Email: _____

Description and date(s) of services: 2000-2024 siding & roofing
work for Mark & his company

Reference #2:

Professional Reference Name: CAM Development

Contact Person's Name: William Morrissey (owner)

Telephone Number: 630 888 5863 Facsimile Number: _____

Mailing Address: 1999 Bucktail Dr Sugar Grove Email: _____

Description and date(s) of services: 2020-2024 Did roofing &
siding at Light house Academy, Smoothie King, ARBY'S

Reference #3:

Professional Reference Name: D/G Construction

Contact Person's Name: Doug Goeke

Telephone Number: 312 6479445 Facsimile Number: _____

Mailing Address: Hinsdale, IL Email: doug.dgconstruction@gmail

Description and date(s) of services: 2010-2024

Many roofing & siding projects
Marcus Building downtown Hinsdale
Did Roof & other repairs

Bidder's Professional References

As part of their Bid package, the Bidder must provide at least three (3) professional/client references for services the Bidder has performed within the past five (5) years that are similar in size, scope, and type of

Reference #1:

Professional Reference Name: CAM Development

Contact Person's Name: Carl Anderson

Telephone Number: 630 3008127 Facsimile Number: _____

Mailing Address: Montgomery IL Email: carl.anderson@yahoo.com

Description and date(s) of services: 2000-2024

Do Roofing & siding work for Carl for almost 25 years.

Reference #2:

Professional Reference Name: _____

Contact Person's Name: _____

Telephone Number: _____ Facsimile Number: _____

Mailing Address: _____ Email: _____

Description and date(s) of services: _____

Reference #3:

Professional Reference Name: _____

Contact Person's Name: _____

Telephone Number: _____ Facsimile Number: _____

Mailing Address: _____ Email: _____

Description and date(s) of services: _____



Liberty Mutual Surety
Attention: LMS Claims
P.O. Box 34526
Seattle, WA 98124
Phone: 206-473-6210
Fax: 866-548-6837
Email: HOSCL@libertymutual.com
www.LibertyMutualSuretyClaims.com

The Ohio Casualty Insurance Company
BID OR PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, That we, Thomas Welsh dba TKO Roofing & Siding

of 2584 Madden Ct, Yorkville, IL 60560

(hereinafter called the Principal) as Principal, and The Ohio Casualty Insurance Company, with its principal office in the City of Boston, Massachusetts (hereinafter called the Surety), as Surety, are held and firmly bound unto Kendall County Forest Preserve District

of 110W Madison St, Yorkville, IL 60560-1465

(hereinafter called the Obligee) in the penal sum of Ten Percent of Bid Amount

Dollars 10% of Bid Amount lawful money of

the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, the Principal has submitted the accompanying bid dated July 2, 2024 for Hoover and Baker Woods Forest Preserves Roofing Project 24-06-001

NOW, THEREFORE, if the Obligee shall make any award according to the terms of said bid and the Principal shall enter into a contract with said Obligee in accordance with the terms of said bid and provide a bond for the faithful performance thereof within the time specified; or if no time is specified within thirty days after the date of said award; or if the Principal shall, in the case of failure so to do, indemnify the Obligee against any loss the Obligee may suffer directly arising by reason of such failure, not exceeding the penalty of this bond, then this obligation shall be null and void; otherwise to remain in full force and virtue.

Signed, sealed and dated: July 1, 2024

Thomas Welsh dba TKO Roofing & Siding
Principal

By:



The Ohio Casualty Insurance Company

By:

Timothy A. Mikolajewski

Timothy A. Mikolajewski

(Attorney-in-fact)



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

The Ohio Casualty Insurance Company
POWER OF ATTORNEY

Principal: Thomas Welsh dba TKO Roofing & Siding
Agency Name: AFFILIATED AGENCIES LLC Bond Number: BID-0025062
Obligee: Kendall County Forest Preserve District
Bid Bond Amount: (10% of Bid Amount) Ten Percent of Bid Amount

KNOW ALL PERSONS BY THESE PRESENTS: that The Ohio Casualty Insurance Company, a corporation duly organized under the laws of the State of New Hampshire (herein collectively called the "Company"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Timothy A. Mikolajewski in the city and state of Seattle, WA, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Company in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of the Company has been affixed thereto this 28th day of March, 2021.



The Ohio Casualty Insurance Company

By: [Signature]
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 28th day of March, 2021, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of The Ohio Casualty Insurance Company and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: [Signature]
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-law and Authorizations of The Ohio Casualty Insurance Company, which is now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature or electronic signatures of any assistant secretary of the Company or facsimile or mechanically reproduced or electronic seal of the Company, wherever appearing upon a certified copy of any power of attorney or bond issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of The Ohio Casualty Insurance Company do hereby certify that this power of attorney executed by said Company is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Company this 1st day of July, 2024.



By: [Signature]
Renee C. Llewellyn, Assistant Secretary

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

CONTRACT
PROJECT #24-06-002

2024 HOOVER WELL PUMP REPLACEMENT PROJECT

BETWEEN Kendall County Forest Preserve District and Great Lakes Water Resource Group Inc. for the 2024 Hoover Well Pump Replacement and Installation for the Kendall County Forest Preserve District, Kendall County, Illinois.

- 1.) This CONTRACT is made at **Kendall County Forest Preserve District** as of July 16, 2024 ("Effective Date"), by and between the Kendall County Forest Preserve District located at **110 W. Madison Street Yorkville, IL 60560** (hereinafter designated the "CUSTOMER"), and Great Lakes Water Resource Group Inc located at **PO Box 460, Channahon, IL 60410** (hereinafter designated the "CONTRACTOR").
- 2.) The CONTRACTOR shall furnish all material, labor, equipment, and tools necessary for the **Hoover Forest Preserve "Well House"** located at **11285 W. Fox Road Yorkville, IL 60560**, as well as all work incidental and pertinent thereto, (hereinafter designated the "Project") all in accordance with the original proposal #24-06-002 dated **06/26/2024** submitted by the CONTRACTOR (hereinafter together designated the "Specifications"), a copy of which is attached hereto as Exhibit A and incorporated herein. In the event of any conflict, ambiguity, or inconsistency between the terms contained in this CONTRACT and the Exhibits, the terms set forth in this CONTRACT shall govern and control.
- 3.) The term of the CONTRACT shall begin on the Effective Date first written above, and shall be completed **on or before November 30, 2024**, unless sooner terminated as permitted herein, or unless extended by agreement of the parties set forth in writing. The work shall commence within ten (10) days from the date that CONTRACTOR receives a copy or original of the fully executed CONTRACT, which receipt shall be considered Notice to Proceed. The CONTRACTOR is required to submit to the CUSTOMER a Certificate of Insurance and Performance and Payment bonds prior to commencing work. In addition, the work shall be scheduled as agreed upon by the parties.
- 4.) The sums to be paid to the CONTRACTOR shall be at the bid price(s) shown on the Specifications (Exhibit A), and the total to be paid to CONTRACTOR shall be a maximum of **\$38,548.00** as set forth in the purchase order and Exhibit A. Invoices shall provide details of all Project expenses as permitted in this CONTRACT. Payment shall be made in accordance with the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 505/1 et seq.). If this CONTRACT is terminated for convenience for any reason, then the CONTRACTOR shall be paid pro rata for all services performed, materials purchased, and administrative costs incurred, including lost profit, to the effective date of termination.

- 5.) If the CUSTOMER wishes to terminate the CONTRACTOR for cause due to the failure of CONTRACTOR to perform as required under this CONTRACT and/or in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances, then the CUSTOMER must provide the CONTRACTOR with written notice of said failure to perform. The CUSTOMER must give ten (10) working days from the CONTRACTOR's receipt of the Notice to Cure for the CONTRACTOR to cure or take reasonable action to commence to cure the performance concerns specified. If the CONTRACTOR does not take appropriate action within the ten (10) day period, the CUSTOMER may issue a Final Notice to Cure. The CONTRACTOR will have an additional five (5) working days from the receipt of the Notice to Cure to cure or take reasonable action to commence to cure before the CUSTOMER can terminate the CONTRACT. If the CONTRACTOR is terminated for cause, the CUSTOMER may provide or employ any necessary labor and materials in lieu of CONTRACTOR to finish part or all of the work under the CONTRACT or to supplement the work of CONTRACTOR, and to deduct the cost thereof from any money, then due or thereafter to become due to the CONTRACTOR; and if such cost shall exceed the balance due to CONTRACTOR, then the CONTRACTOR shall pay the difference to the CUSTOMER.
- 6.) CUSTOMER may issue subsequent modifications to the Purchase Order(s) for additional work that was not known or included in the Specifications that is found to be needed during the work on the Project to complete the Project over and above the amount set forth in this paragraph four (4) and in Exhibit A. CONTRACTOR must seek approval from the CUSTOMER before performing any additional work. The CUSTOMER must provide the CONTRACTOR written documentation of the modification to the Purchase Order within three (3) business days of verbal approval. CONTRACTOR is not obligated to perform additional work until written modification has been received from the CUSTOMER, but may commence work based upon a reasonable assumption that written modification will be issued. Incidental additional work performed by the CONTRACTOR without CUSTOMER consent will be evaluated and considered for payment based upon the work's merit. If the CUSTOMER determines the incidental additional work was not included in the original scope of the project and required for the CONTRACTOR's uninterrupted performance in fulfillment of the contract, then the CUSTOMER will approve the CONTRACTOR's request for payment for incidental additional work.
- 7.) All the work done under this CONTRACT shall be performed under the oversight of **David Guritz, Executive Advisor and Antoinette White, Acting Executive Director** the CUSTOMER'S representatives. All notices hereunder shall be (a) in writing; (b) delivered to the representatives of the parties at the addressees set forth in the Specifications, unless changed by either party by notice to the other party; and (c) effective upon receipt.

- 8.) ~~The CONTRACTOR shall furnish the CUSTOMER with a performance or contract bond and a labor and material bond, each in the amount of \$38,548.00.~~ **Insurance:** Contractor will obtain and continue in force, during the term of this Agreement, all insurance as set forth herein. 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 Kendall County Forest Preserve District at the address set forth herein. All coverage shall be at least as broad as the following:

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

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

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

Workers' Compensation Insurance: Insurance as required by the State of Illinois, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, Kendall County Forest Preserve District shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Kendall County Forest Preserve District. Kendall County Forest Preserve District and its, past, present, and future its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor 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 Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used). For any claims related to this contract, Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 with respect to Kendall County Forest Preserve District, its past present and future officers, officials, employees, and volunteers. Any insurance maintained by Kendall County Forest Preserve District, its past present or future officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

Contractor hereby grants to Kendall County Forest Preserve District and its, past, present, and future its officers, officials, employees, and volunteers a waiver of any right to subrogation which any insurer of said Contractor may acquire against Kendall

County Forest Preserve District by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Kendall County Forest Preserve District has received a waiver of subrogation endorsement from the insurer. If any of the required policies provide coverage on a claims-made basis, (1) the Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work, (2) insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work, and (3) if coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

Contractor shall furnish Kendall County Forest Preserve District with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Kendall County Forest Preserve District before work begins.

However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. Kendall County Forest Preserve District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Kendall County Forest Preserve District is an additional insured on insurance required from subcontractors.

Indemnification: Contractor shall indemnify, hold harmless and defend with counsel of Kendall County Forest Preserve District's own choosing, Kendall County Forest Preserve District, its past, present and future elected officials, department heads, employees, insurers, and agents (hereinafter collectively referred to as "Releases") from and against all liability, claims, suits, causes of action, demands, proceedings, set-offs, liens, attachments, debts, expenses, judgments, or other liabilities including costs, reasonable fees and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property, of whatsoever kind or nature as well as for any breach of any covenant in the Agreement or ancillary documents and any breach by Contractor of any representations or warranties made within the contract documents (collectively, the "Claims"), to the extent such Claims result from the performance of this Agreement contract by Contractor or those Claims are due to any act or omission, neglect, willful acts, errors, omissions or misconduct of Contractor in its performance under this Agreement. Nothing contained herein shall be construed as prohibiting Kendall County Forest Preserve District, its past, present, and future elected officials, officers, employees, board members, and agents from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to 55 LCS 5/3-9005, any attorney representing

Kendall County Forest Preserve District, under this paragraph, shall be approved by the Kendall County State's Attorney and shall be appointed as a Special Assistant State's Attorney. Kendall County Forest Preserve District's participation in its defense shall not remove Contractor's duty to indemnify and hold the Kendall County Forest Preserve District harmless as set forth above. Kendall County Forest Preserve District does not waive its defenses or immunities under the Local Government and Government Employee Tort Immunity Act. (745 ILCS 10.1 et seq.) by reason of indemnification or insurance. Indemnification obligations shall survive the termination of this Agreement. For public safety reasons and to the extent permitted by law, Bidder agrees that no one shall be assigned to perform work at the District's facilities on behalf of Bidder, Bidder's consultants, subcontractors and their respective officers, employees, agents and assigns unless Bidder has completed a criminal background investigation for each individual to be performing work at the site. To the extent permitted by law, in the event that the individual's criminal background investigation reveals that the individual has a conviction record that has not been sealed, expunged or impounded under Section 5.2 of the Criminal Identification Act, Bidder agrees that the individual shall not be assigned to perform work on or at the District's properties and/or facilities absent prior written consent from the District.

Bidder, its officers, employees, contractors, subcontractors, and agents agree not to commit unlawful discrimination and unlawful harassment and further agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, the Illinois Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended, and all applicable rules and regulations. Also, Bidder and Bidder's subcontractors shall maintain a written sexual harassment policy that complies with the requirements of 775 LCS 5/2-105 and shall comply with all other fair employment practices and equal employment opportunity/affirmative action requirements set forth in applicable state and federal laws and regulations.

- 9.) Should the CONTRACTOR at any time refuse or neglect to supply a sufficiency of properly skilled workers or materials of the proper quality, or fail in any respect to prosecute the work herein described with promptness and diligence, or fail in the performance of any of the agreements contained herein, the CUSTOMER shall have the right to immediately suspend all work, or any part thereof under this CONTRACT, upon the CUSTOMER's issuance of a stop work notice to the CONTRACTOR and the CONTRACTOR's confirmed receipt of the stop work notice. The work shall continue to be suspended until such time as the CUSTOMER and CONTRACTOR have come to a mutual agreement on how the work under the CONTRACT shall proceed. Should the CONTRACTOR continue to refuse or neglect to supply a sufficiency of properly skilled workers or materials of the proper quality, or fail in any respect to prosecute the work herein described with promptness and diligence, or fail in the performance of any of the agreements contained herein, then the CUSTOMER may, after following the procedures listed in Section 5 above, terminate the CONTRACT for cause.

- 10.) The CONTRACTOR shall indemnify, save harmless, and defend the CUSTOMER from and against all losses, claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description, made, brought, or recovered against the CUSTOMER by reason of any negligent act or omission of the CONTRACTOR, its agents, its subcontractors, or its employees, in the execution of the work herein contracted for.
- 11.) The CONTRACTOR or CUSTOMER has the right to request and be granted a Termination for Convenience from the CONTRACT obligations if there is a joint determination from both the CUSTOMER and the CONTRACTOR that the termination is in the best interests of both parties, or if the CONTRACTOR or CUSTOMER believes the Termination for Convenience to be in its best interests because a timely resolution, within ten (10) days from the CUSTOMER'S receipt of written notification, will not be provided with regard to requests for information (RFD, request for clarification, or requests for modification to the Purchase Order(s) due to differing site conditions, vague Specifications, or unforeseen circumstances. Under a Termination for Convenience, the CONTRACTOR or CUSTOMER shall be reimbursed for all justifiable costs including price of supplies, services delivered, and administrative expenses, including lost profit under the CONTRACT or Purchase Order.
- 12.) This CONTRACT shall be deemed to contain all the terms and conditions agreed to between the parties, who both agree that no representations or promises of any kind whatsoever have been made other than herein contained, and this CONTRACT shall be binding upon both parties and their respective heirs, administrators, executors, successors, and assigns.
- 13.) This CONTRACT is contingent upon receipt of a written purchase order from CUSTOMER. All terms must be agreed upon by both parties.
- 14.) CUSTOMER shall have the right to approve all subcontracts or assignments of work equal to or exceeding \$10,000.00. CUSTOMER shall not unreasonably withhold, delay or condition subcontracting or assignments, but may express final and binding disapproval of a proposed assignee or subcontractor. Should the CONTRACTOR be forced to choose a different subcontractor/assignee that is of higher cost than the initial subcontractor/assignee, due to the CUSTOMER's disapproval, the CONTRACTOR shall be able to request and will receive approval from the CUSTOMER for a modification to the CONTRACT to cover the additional cost. CONTRACTOR shall remain responsible for the work of any agent or independent contractor to whom it assigns its Work, and any assignment or subcontract shall incorporate the terms of this Contract into its contract delegating its Work.
- 15.) If the Project involves construction of a public improvement at a cost exceeding the threshold for payment prevailing wage rates of pay, each laborer, workman or mechanic employed by the CONTRACTOR for performance of the Project herein described or by the subcontractor shall be paid not less than the minimum rate of pay for the applicable pay classification. The CONTRACTOR and their subcontractors who are subject to the requirements of paying prevailing wages shall keep full and accurate payroll records

covering all disbursements of wages to their employees to whom they are required to pay not less than the prevailing rate of wages. The CONTRACTOR and its subcontractors shall deliver to the CUSTOMER a certified copy of their respective payrolls, within two weeks of the CUSTOMER's request, for each pay period requested by the CUSTOMER.

- 16.) CONTRACTOR agrees to obligations to comply with existing local, state of federal laws, including but not limited to the Illinois Prevailing Wage Act (820 ILCS 130/.01 et seq.).
- 17.) Payments to the CONTRACTOR shall be made at the rate of ninety-five percent (95%) of the approved partial payment estimate for each monthly progress billing. The CUSTOMER will retain five percent (5%) of every approved partial payment. Payment shall be made in accordance with the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 505/1 et seq.). Upon completion and acceptance of the work, the CUSTOMER shall issue a certificate attached to the final payment request that the work has been accepted by it under the terms, promises and conditions of the CONTRACT.
- 18.) CONTRACTOR has been employed under this Contract as an independent contractor in order to construct its portion of the Project. CONTRACTOR agrees that no authority has been conferred upon it by CUSTOMER to hire any person(s) on behalf of CUSTOMER, and CUSTOMER undertakes no obligation of any sort to CONTRACTOR's employees or subcontractors. It is understood and agreed that the CONTRACTOR shall select, engage, and discharge its employees, agents, or servants and otherwise direct and control their services. CONTRACTOR will also comply with all laws concerning qualification to do business and engage in the work involved under this CONTRACT and will file all returns and reports required of it and pay all taxes and contributions imposed upon it.
- 19.) CONTRACTOR agrees not to discriminate against any employee or applicant for employment because of age, race, color, religion, sex, or national origin.
- 20.) The CUSTOMER shall not be considered to have accepted possession of the work under this CONTRACT until a notice of completion is issued to the CONTRACTOR by the CUSTOMER or CUSTOMER's representative, or payment of the full CONTRACT compensation is received by the CONTRACTOR, unless the Parties otherwise mutually agree.
- 21.) CONTRACTOR, at all times its performance of its work under this CONTRACT, shall keep the work site, grounds, and rooftops surrounding the work site free from accumulation of waste materials or rubbish caused by its activities. Upon completion of the work under this CONTRACT, the CONTRACTOR shall promptly remove all its waste materials and rubbish from and about the work site, as well as, its tools, construction equipment, machinery, and surplus materials, as to leave the work site "Broom Clean" or its equivalent.

- 22.) The law is hereby agreed to be the law of the State where the Project is situated. The parties agree that the proper venue for action, suit, or other litigation arising under this agreement shall lie in the courts of Kendall County, IL. In the event legal action is instituted to enforce this agreement, each party agrees to bear its own attorney fees and costs while waiving the right to collect attorney fees and costs from the opposing party. Each party also agrees to waive its right to have any pending action or trial heard by a jury.
- 23.) CONTRACTOR agrees to comply with The Davis Bacon Act — 40 U.S.C. 3141 et seq. as necessary. The Davis-Bacon and Related Acts, apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Davis-Bacon Act and Related Act contractors and subcontractors must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area. The Davis-Bacon Act directs the Department of Labor to determine such locally prevailing wage rates. The Davis-Bacon Act prevailing wage provisions apply to the “Related Acts,” under which federal agencies assist construction projects through grants, loans, loan guarantees, and insurance. Examples of the related Acts are the American Recovery and Reinvestment Act of 2009, the Federal-Aid Highway Acts, the Housing and Community Development Act of 1974, and the Federal Water Pollution Control Act.
- 24.) CONTRACTOR understands that the District is utilizing funds received pursuant to the American Rescue Plan Act (“ARPA”) to pay, in whole or in part, for the services set forth in this Agreement. Thus, Bidder agrees to comply with all applicable provisions of the ARPA, all guidance on the ARPA including, but not limited to the Interim Final Rule, issued by the U.S. Department of the Treasury, 2 C.F.R. 200 et seq., and all other applicable federal and state statutes, regulations, interpretive guidance, and executive orders related to ARPA funded projects.
- 25.) CONTRACTOR and its consultants, employees, contractors, subcontractors, and agents agree to comply with all provisions of the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 et seq. and the Illinois Drug Free Workplace Act, 30 ILCS 580/1 et seq.
- 26.) CONTRACTOR agrees to comply with the Contracted Work Hours and Safety Standards Act, 40 U.S.C. 3702 and 3704, as necessary.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, authorized representatives of each party to this CONTRACT, indicating their party's approval of the terms herein, have signed as of the dates set forth below.

WITNESSES:

Great Lakes Water Resource Group Inc.

1. _____

By: _____

2. _____

Printed Name

Title

Tax ID. No. _____

Date: _____

WITNESSES:

Kendall County Forest Preserve District

1. _____

By: _____

2. _____

Date: _____

And

By: _____

Date: _____

Contract #26-06-002 – EXHIBIT A

Bid Documents Incorporated by Reference

1. Legal Notice to Bidders
2. 2024 HOOVER WELL PUMP REPLACEMENT AND INSTALLATION PROJECT: 24 06 002 dated May 30, 2024
3. Addendum 1 – Hoover Well Pump Replacement and Installation Project Dated June 21, 2024

Bid Proposal Attachments (Exhibits A and Exhibit B)

4. Exhibit A – Bid Submission Cover Sheet received from Great Lakes Water Resource Group Inc. dated 06/26/2024
5. Exhibit B – Bid Form received from Great Lakes Water Resource Group Inc. dated 06/26/2024
6. Old Republic Surety Company Bid Bond No. OS02873 (10% of Bid Total)

EXHIBIT A — BID SUBMISSION COVER SHEET

B Number & Name: Great Lakes Water Resources Group, Inc.
Bidder Name (printed): Kyle Brandenburg
Address: PO Box 460 City, State, Zip: Channahon, IL 60410
Bid Clarification Contact Person: Kyle Brandenburg Telephone: 815-726-2720 or 815-210-6311
Email: kbrandenburg@glwrg.com cc: joellen@glwrg.com
Date of Incorporation: February 26, 2014 Entity Type: Corporation
Federal Employer Identification Number (FEIN): 46-4950894

Any individual signing below hereby certifies they are an authorized representative of Bidder and that:

1. Bidder understands and accepts the requirements of this ITB and all Bidding Documents. By submitting a Bid, Bidder agrees to be bound by all requirements and terms and conditions set forth in the Bidding Documents.
2. Bidder acknowledges receipt of any and all Addenda to this ITB.
3. Bidder certifies all contents of the Bid (including any other forms or documentation, if required under the Bid Documents), and this Bid Submission Cover Sheet are truthful and accurate and have been prepared independently from all other Bidders, and without collusion, fraud, or other dishonesty.
4. Subject to acceptance by a majority vote of the Kendall County Forest Preserve District's Board of Commissioners, the Bidder acknowledges that by submitting this Bid offer and signing in the space below, the Bidder is contractually obligated to comply with all items in the Bidding Documents.



Authorized Signature

06-26-2024

Date

Kyle Brandenburg

(Printed Name and Title)

kbrandenburg@glwrg.com

Email Address

EXHIBIT B - Bid Form

BIDDER'S NAME: Great Lakes Water Resources Group, Inc.

KENDALL COUNTY FOREST PRESERVE DISTRICT ITB NUMBER: #24-06-002

ITB PROJECT NAME: 2024 Hoover Well Pump Replacement and Installation Project

1. **COST OF WORK:** The undersigned Bidder having familiarized themselves with the conditions affecting the cost of the work and its performance and having carefully examined and fully understood the Bidding Documents, hereby affirms and agrees to enter into a contract with Kendall County Forest Preserve District to provide all supervision, labor, material, equipment, and all other expense items to perform completely the entire work covered by all specifications for the entire work

FOR THE LUMP SUM OF ^{Thirty-eight thousand five}~~hundred forty-eight & no/100---~~ Dollars (\$ 38,548.00---).

[Please include a breakdown of unit and total prices for items as required as an attachment to this Bid Form.]

2. **COSTS:** The undersigned hereby affirms and states that the prices quoted herein constitute the total cost to Kendall County Forest Preserve District for all work involved in the respective items and that this cost also includes all insurance, royalties, transportation charges, use of all tools and equipment, overhead expense, all profits, and all other work, services, and conditions necessarily involved in the work to be done and materials to be furnished in accordance with the requirements of the Bidding Documents.

3. **PROFESSIONAL REFERENCES:** The undersigned shall provide at least three (3) professional references that can provide Kendall County Forest Preserve District with information regarding the bidder's experience with this type of project, and these professional references are attached to this Bid Form.

4. **BID BOND:** All bidders are required to submit a bid surety with their Bid. The amount of the bid surety shall be ten percent (10%) of the total bid price. The undersigned's bid bond is attached to this Bid Form.

5. **COMPLIANCE CERTIFICATIONS:** By initialing below, the undersigned hereby certifies all of the following in accordance with applicable state and federal law:

A. **COMPLIANCE WITH ILLINOIS DRUG FREE WORKPLACE ACT:** The undersigned, having 25 or more employees, does hereby certify pursuant to section 3 of the Illinois Drug Free Workplace Act (30 ILCS 580/3) that it shall provide a drug-free workplace for all employees engaged in the performance of the work under the contract by complying with the requirements of the Illinois Drug-Free Workplace Act and, further certifies, that it is not ineligible for award of this contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

KB (Initials)

B. **COMPLIANCE WITH THE ILLINOIS HUMAN RIGHTS ACT:** The undersigned does hereby certify pursuant to Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) that it has a written sexual harassment policy that includes, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) an internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Illinois

Department of Human Rights and Human Rights Commission; (vi) direction on how to contact the Illinois Department of Human Rights and Human Rights Commission; and (vii) protection against retaliation.

The undersigned also further certifies that, pursuant to Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105), it has a written equal employment opportunity policy that is in compliance with all terms and conditions of the Equal Employment Opportunity provisions of the Illinois Human Rights Act.

KB (Initials)

C. CERTIFICATION REGARDING BIDDER ELIGIBILITY: The undersigned does hereby certify that it has not been barred from bidding on a public contract as a result of a violation of either Section 33E-3 (Bid-rigging) or Section 33E-4 (Bid rotating) of the Illinois Criminal Code, contained in Chapter 38 of the Illinois Revised Statutes.

KB (Initials)

D. NON-COLLUSION AFFIDAVIT: The undersigned's completed Non-Collusion Affidavit is attached to this Bid Form.

This Bid Form and all attachments are respectfully submitted this 26TH day of June, 2024.

Bidder's Name: Great Lakes Water Resources Group, Inc.
Mailing Address: PO Box 460, Channahon, IL 60410
Telephone Number: 815-726-2720 or 815-210-6311 Facsimile Number: _____
Email Address: kbrandenburg@glwrg.com cc: joellen@glwrg.com Website: https://www.glwrg.com/

Type of Business Organization: (Check the box that applies)

- Sole Proprietor
- Corporation
- LLC
- Partnership
- Limited Partnership
- Other: _____

Signature of Authorized Representative: 

Printed Name: Kyle Brandenburg Title: President

Attested by:  Title: Office Administrator

Great Lakes Water Resources Group, Inc.
 1127 Plainfield Road
 Joliet, IL 60435
 815-726-2720
 815-210-6311
 www.glwrg.com



June 26, 2024

**Kendall County Forest
 Preserve District**

RE: 2024 Hoover Well Pump Replacement and Installation Project Bid (ITB) Number 24-06-002

Breakdown of unit and total prices for items as required as an attachment to Bid Form

#	DESCRIPTION	Unit	Qty	UNIT PRICE	TOTAL PRICE
1	Three step pressure curve testing of current well pump	HR	1	\$ 295.00	\$ 295.00
2	Removal and disposal of the existing well pump, drop pipe, pump cable, and accessories	LS	1	\$ 6,500.00	\$ 6,500.00
3	Provide new 25HP 208VT, 3PH 6" Franklin Sub Motor	LS	1	\$ 4,500.00	\$ 4,500.00
4	Provide new 25HP Grundfos 6" SS 150S250-14 Sub Pump End	LS	1	\$ 4,800.00	\$ 4,800.00
5	Provide new four hundred and forty-four feet (444 feet) of four inch (4") Galvanized Drop Pipe	FT	444	\$ 17.00	\$ 7,548.00
6	Provide new four hundred and fifty feet (450 feet) of #2/3 W/GD Flat Jacketed Pump Cable	FT	450	\$ 10.00	\$ 4,500.00
7	Provide additional new and necessary valves, adapters, fittings, and other required materials for completing the replacement. Includes two new 4" D.I. check valves	LS	1	\$ 1,800.00	\$ 1,800.00
8	Reinstallation of new pumping equipment	LS	1	\$ 5,750.00	\$ 5,750.00
9	Reconnection and recalibration of new well pump with existing ABB Unit (ACH580 104A/208/3 VFD) currently under warranty with Fluid Technologies, Inc. of Elgin, Illinois. Includes items added in Addendum 1	LS	1	\$ 450.00	\$ 450.00
10	Add three-step performance testing and ABB Unit calibration of the replacement pump following installation (per Addendum #1)	LS	1	\$ 2,300.00	\$ 2,300.00
11	Complete final well chlorination/sanitization to a concentration of 150 ppm (per Addendum #1)	LS	1	\$ 105.00	\$ 105.00
	Total :				\$ 38,548.00

Bidder's Professional References

As part of their Bid package, the Bidder must provide at least three (3) professional/client references for services the Bidder has performed within the past five (5) years that are similar in size, scope, and type of

Reference #1:

Professional Reference Name: Joliet, City of

Contact Person's Name: Nick Gornick ngornick@joliet.gov

Telephone Number: 815) 724-3675/3620 Facsimile Number: _____

Mailing Address: 150 W Jefferson St., Joliet, IL 60432 Email: ngornick@joliet.gov

Description and date(s) of services: 2014-2024 Numerous jobs including but not limited to replacements, repairs, maintenance, abandonments and new wells.

Reference #2:

Professional Reference Name: Park Forest

Contact Person's Name: Nick Christie

Telephone Number: 708-503-7702 Facsimile Number: _____

Mailing Address: 350 Victory Drive, Park Forest, IL 60466 Email: nchristie@vopf.com

Description and date(s) of services: 2016-2024 Numerous jobs including but not limited to replacements, repairs, maintenance, abandonments and new wells.

Reference #3:

Professional Reference Name: LaSalle, City of

Contact Person's Name: Brad Reese

Telephone Number: 815-223-3755 Facsimile Number: _____

Mailing Address: 745 Second St., LaSalle, IL 61301 Email: b.reese@lasalle-il.gov

Description and date(s) of services: 2022-2024 Multiple jobs including but not limited to rehabilitations, abandonments, installations, disinfections, maintenance, repairs & replacements.

Bid Bond



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CONTRACTOR:

(Name, legal status and address)

GREAT LAKES WATER RESOURCES GROUP

P.O. Box 460

Channahon, IL 60410

SURETY:

(Name, legal status and principal place of business)

Old Republic Surety Company

P.O. Box 1635

Milwaukee, WI 53201-1635

Bid Bond No. OS02873

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

Kendall County Forest Preserve District

110 W. Madison St.

Yorkville, IL 60560

BOND AMOUNT: Ten Percent of the Bid Amount (10.00% of Bid Amount)

PROJECT:

(Name, location or address, and Project number, if any)

2024 Hoover Well Pump Replacement and Installation; Project#: 24-06-002

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 25th day of June, 2024

Jo Ellen Ungs
(Witness)

Alayna Hammer
(Witness)

GREAT LAKES WATER RESOURCES GROUP
(Principal) [Signature] *(Seal)*

(Title) Kyle Grandbois, President
Old Republic Surety Company
(Surety) [Signature] *(Seal)*

(Title) Connie Smith, Attorney-in-fact

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OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: MICHAEL J. DOUGLAS, CHRIS M. STEINAGEL, CHRISTOPHER MATHER KEMP, ROBERT S. DOWNEY, CONNIE SMITH, KORY C. MORTEL, ELIOT MOTU, SAMUEL DUCHOW of HUDSON, WI

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 22nd day of September, 2022.

Karen J. Haffner
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 22nd day of September, 2022, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026
(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



24-5172

Signed and sealed at the City of Brookfield, WI this 25th day of June, 2024.

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-06)