

KENDALL COUNTY FOREST PRESERVE DISTRICT

MEETING AGENDA

TUESDAY, SEPTEMBER 17, 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 Committee of the Whole Meeting of August 13, 2024
 - Kendall County Forest Preserve District Commission Meeting of August 20, 2024
 - Kendall County Forest Preserve District Finance Committee Meeting of August 29, 2024
 - B. ⁽¹⁾ **MOTION**: Approval of Claims in the Amount of \$15,450.41 (083124F) and \$49,716.21 (091524F)
 - C. ⁽¹⁾ **MOTION**: Approval of Contract No. 24-07-001 with Innovative Underground, LLC of Yorkville for the 2024 Sewer Main Cured-in-Place Pipe (CIPP) Lining Project at Hoover Forest Preserve in the Total Bid Amount of \$53,885.00 (Base Bid: \$29,217.50 plus Alternate A: \$24,667.50)
 - D. ⁽¹⁾ **MOTION**: Approval of the DaySmart Merchant Processing Application and Agreement including Purchase of One Clover Mini #3 Point of Sale Credit Card Terminal in the Amount of \$699.00, and Authorization of the Kendall County Treasurer to Electronically Complete the Application Process
 - E. ⁽¹⁾ **MOTION**: Approval of Revised Fees and Charges for Facility License Agreements, Education Division Program Services, and Field Trip Policies
 - F. **MOTION**: Approval of the Kendall County Forest Preserve District Fiscal Year 2025 Preliminary Operating Fund Tax Levy Ordinance #24-11-001 and Preliminary Combined Budget and Appropriations Ordinance #24-11-002 for Publication
- 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**

No items posted for consideration.
- XIV. Adjournment

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

Kendall County Office Building - 2nd Floor Board Rooms 209 and 210 - 111 W. Fox Street - Yorkville, Illinois 60560
If special accommodations or arrangements are needed to attend this District meeting, please contact the Administration Office at 630-553-4025 a minimum of 24-hours prior to the meeting time.

**KENDALL COUNTY FOREST PRESERVE DISTRICT
COMMITTEE of the WHOLE MEETING MINUTES
AUGUST 13, 2024**

I. Call to Order

President DeBolt called the meeting to order at 4:30 pm in the Kendall County Office Building – Second Floor County Board Meeting Rooms 209 and 210.

II. Roll Call

	Bachmann	X	Koukol
X	DeBolt	X	Peterson
X	Flowers	X	Rodriguez
X	Gengler (entered at 4:41 pm)	X	Shanley
X	Kellogg		Wormley

Commissioners Flowers, Kellogg, Koukol, Peterson, Rodriguez, Shanley, and President DeBolt, were all present.

Commission Gengler entered the meeting at 4:41 pm.

III. Approval of Agenda

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

IV. Public Comments

No public comment was offered by those in attendance.

V. Leadership Team Report

Acting Executive Director White, provided updates on District projects, including District bid projects, grant applications, and operational programs including Executime and Daysmart. The District’s 2024-2025 CWD Bow Hunt Season is full. Education finished up another record year of summer camp, and is preparing for the start of Natural Beginnings.

VI. Motion to Forward Claims to Commission

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

VII. Review of Preliminary End-of-Year Financial Statements through July 31, 2024

Acting Executive Director White presented an overview of the preliminary financial statements through July 31, 2024.

VIII. OLD BUSINESS

**a) Ohio Valley Acquisition LLC (TC Energy / ANR Pipeline Company)
Temporary Easement Agreement**

Acting Executive Director White provided an update that the District was still waiting to receive response back for Ohio Valley Acquisition.

IX. NEW BUSINESS

a) MOTION: Approval to Special Use Permits

**i. Kendall County Planning, Building, and Zoning – Permit #24-0007 –
September 19, 2024 Meeting Cancellation – Meadowhawk Lodge**

Acting Executive Director White provided an update that Special Use Permit #24-0007 approved by Operations Committee was cancelled.

**b) MOTION: Approval to Forward Finance Committee Recommendations for
Illinois Fund Deposits for Fund 1900 (Operating Fund); 1910 (Land Cash
Fund), and 1911 (Liability Fund)**

Commissioner Peterson made a motion to forward the Finance Committee recommendations for Illinois Fund deposits for Fund 1900; 1910; and 1911 to Commission for approval. Seconded by Commissioner Flowers. Aye, all. Opposed, none.

Commissioner Gengler entered the meeting at 4:41 pm.

**c) Hoover-Fox River Bluffs Forest Preserves – Proposed Voluntary Habitat
Restoration Projects**

Acting Executive Director White presented updates on the District habitat restoration project as an addition to the potential RTP Grant project to take place at Hoover and Fox River Bluffs Forest Preserves.

**d) MOTION: Approval to Forward Upland Design Proposal for the
Development of the Fox River Bluffs to Hoover Forest Preserve Trail in
the amount of \$37,000.00 with an Optional Wetland Delineation Scope
for the amount of \$5,000.00**

Commissioner Rodriguez made a motion to forward the Upland Design Proposal for the development of the Fox River Bluffs to Hoover Forest Preserve Trail in the amount of \$37,000.00 with an Optional Wetland Delineation Scope for the amount of \$5,000.00 to Commission for approval. Seconded by Commissioner Flowers. Aye, all. Opposed, none.

X. Other Items of Business

**a) Mary M. Subat Nature Center – Ground Breaking Event – Thursday,
August 15 at 3:00 PM**

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

Operations Committee Chair Koukol reported the roofing projects at Hoover and Ellis are complete, the CIPP pre-bid meeting is this Thursday, and the new mowers that were purchased and stationed at Harris are working out well.

XII. Public Comments

No public in attendance offered comments.

XIII. Executive Session

None.

XIV. Summary of Action Items

Acting Executive Director White provided a summary of action items to be presented to Commission for approval.

XV. Adjournment

Commissioner Shanley made a motion to adjourn. Seconded by Commissioner Gengler. Aye, all. Opposed, none. Meeting adjourned at 5:03 pm.

Respectfully submitted,

Antoinette White

Acting Executive Director, Kendall County Forest Preserve District

**KENDALL COUNTY FOREST PRESERVE DISTRICT
COMMISSION MEETING MINUTES
AUGUST 20, 2024**

I. Call to Order

President DeBolt called the meeting to order at 10:21 am in the Kendall County Office Building - Second Floor Board Meeting Rooms 209 and 210.

II. Pledge of Allegiance

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

III. Invocation

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

IV. Roll Call

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

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

V. Approval of Agenda

Commissioner Shanley made a motion to approve the agenda as presented. Seconded by Commissioner Rodriguez. 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 August 7, 2024

B. MOTION: Approval of Claims in the Amount of \$76,680.01

C. MOTION: Approval of a Proposal from Upland Design, LTD of Plainfield, Illinois for Design and Development of Plans and Specifications, Bidding and Permitting, and Construction Observation Services for the Fox River Bluffs to Hoover Forest Preserve Trail Development Project in the Amount of \$37,000.00, plus \$5,000.00 to Complete Wetland Delineation as Necessary for a Total Amount Not-to-Exceed \$42,000.00, plus Reimbursable Costs

D. RESOLUTION #24-09-001: Approval of a Kendall County Forest Preserve District 2024 Land Cash Disbursement

- E. Request including Direction and Authorization for the Kendall County Treasurer’s Office to Deposit \$276,687.45 of Land Cash Funds with The Illinois Fund of the State of Illinois Treasurer’s Office
- F. MOTION: Approval and Authorization of the Kendall County Treasurer’s Office to Deposit \$350,000.00 of the District’s Operating Fund Balance (Fund 1900) with The Illinois Fund of the State of Illinois Treasurer’s Office
- G. MOTION: Approval and Authorization of the Kendall County Treasurer’s Office to Deposit \$25,000.00 of the District’s Liability Insurance Fund Balance (Fund 1911) with The Illinois Fund of the State of Illinois Treasurer’s Office

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

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

No items posted for consideration.

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

No new Committee updates.

XI. Public Comments

Executive Advisor Guritz thanked the Shaw family for including Natural Beginnings as one of the benefits of the memorials of John Shaw.

President DeBolt and Commissioner Gengler thanked everyone who came out to the Subat ground breaking and remarked what a great addition the facility and trail connection will be.

Vice President Rodriguez thanked the District’s Grounds and Natural Resources Manager Luettich and his staff for all the site prep work.

Executive Advisor Guritz thanked WSPY media for being present at the ground breaking and reporting on the event.

XII. Executive Session

None.

XIII. Other Items of Business

A. Mary M. Subat Groundbreaking Event – Thursday, August 15, 2024 at 3:00 PM

XIV. Adjournment

Commissioner Peterson made a motion to adjourn. Seconded by Commissioner Wormley. Aye, all. Opposed, none. Meeting adjourned at 10:17 am.

Respectfully submitted,

Antoinette White

Acting Executive Director, Kendall County Forest Preserve District

**KENDALL COUNTY FOREST PRESERVE DISTRICT
FINANCE COMMITTEE MEETING MINUTES
AUGUST 29, 2024**

I. Call to Order

Chairman Wormley called the meeting to order at 4:04 pm in the Kendall County Administrative Office Building, Rooms 209 and 210.

II. Roll Call

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

Commissioners DeBolt, Kellogg, and Wormley were all present.

III. Approval of Agenda

Commissioner DeBolt made a motion to approve the agenda as presented. Seconded by Commissioner Kellogg. 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 July 31, 2024

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

OLD BUSINESS

A. Ohio Valley Acquisition LLC – TC Energy Proposed Easements – Status Report

None.

B. Henneberry Forest Preserve Maintenance Access Drive – Progress Updates

Executive Advisor Guritz reported that Chad Feldotto with Oswegoland Park District stated that the Oswegoland Park District is still in discussion the acceptance of the trail.

C. Dobson/Old Whitfield Road ROW Tracts 1 and 2 Easements – Progress Updates

Executive Advisor Guritz reported the SAO is working on providing guiding on vacating the ROW of the two tracts.

NEW BUSINESS

A. FY25 Preliminary Budget (all Funds 1900-1915)

Executive Advisor presented the final bid documents and bid announcement for the CIPP project.

B. Hoover Forest Preserve Cured-in-Place Pipe (CIPP) Sewer Main Lining Project – Bid Results and Recommendations

Executive Advisor Guritz presented the apparent lower bidder for the Cured-in-Place Pipe (CIPP) Sewer Main Lining Project, with Innovative Underground of Yorkville, IL with a total bid amount with alternate #1 of \$53,885.00.

C. ARPA Fund 1914 – Remaining Capital Funding Projections

Executive Advisor Guritz reported the remaining ARPA funds will be spent down on the CIPP and the Moonseed shelter repair projects.

D. DaySmart Merchant Processing Application and Agreement

Executive Advisor Guritz presented the DaySmart Merchant Processing application and agreement, with the change in credit card processor creates a savings in processing fees.

Other Items of Business

A. Baker Woods Forest Preserve – 50/50 Hay Crop Updates

Executive Advisor Guritz reported there were two cuttings from the hay crop.

VII. Public Comments

No public comments were offered from citizens in attendance.

VIII. Executive Session

None.

IX. Adjournment

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

Meeting adjourned at 5:12 pm.

Respectfully submitted,

Antoinette White

Acting Executive Director, Kendall County Forest Preserve District

Claims Listing

8/28/2024 10:57:05 AM

Department	Vendor #	Vendor Name	Invoice #	Invoice Description	GL Account	Description	Invoice Amount
Ellis Barn	2047	COMED	23461890000851	ComEd Ellis House	19001164	Utilities	\$294.42
			24				
						Sub-Total	\$294.42
Ellis House					Ellis Barn	Total	\$294.42
	4762	WATCH COMMUNICATIONS	1405336083124	Ellis Internet Services	19001160	Utilities	\$108.49
						Sub-Total	\$108.49
Ellis Other Rentals	124	BARRETT'S ECOWATER	0010381083124	Ellis Water Delivery	19001160	Grounds and Maintenance	\$117.51
						Sub-Total	\$117.51
					Ellis House	Total	\$226.00
Ellis Riding Lessons	4897	JACQUELINE SILVA	24-00225	Ellis Sec Dep Refund	19001169	Security Deposit Refund	\$265.00
						Sub-Total	\$265.00
					Ellis Other Rentals	Total	\$265.00
Ellis Riding Lessons	3380	AMAZON CAPITAL SERVICES	1KFF-QWV7-1NN6	Cat Food	19001164	Animal Care & Supplies	\$37.98
						Sub-Total	\$37.98
					Ellis Riding Lessons	Total	\$37.98

Environ. Educ. Laws of Nature	AMAZON CAPITAL SERVICES	14G1-RKQ3-1JFK	Moss ground covering for salamanders	19001180 63030	Program Supplies	\$28.99
Environ. Educ. Laws of Nature	AMAZON CAPITAL SERVICES	1RCK-76LH-JV3H	Reptile bark, Vacuum, vacuum bags	19001180 63030	Program Supplies	\$44.98
				Sub-Total		\$73.97
Environ. Educ. Laws of Nature				Environ. Educ. Laws of Nature	Total	\$73.97
Environ. Educ. Laws of Nature	MENARDS	5346	Soap, sponges, cleaning supplies for Rookery	19001178 63030	Program Supplies	\$54.46
Environ. Educ. Laws of Nature	AMAZON CAPITAL SERVICES	1RCK-76LH-JV3H	Reptile bark, Vacuum, vacuum bags	19001178 63030	Program Supplies	\$183.82
Environ. Educ. Laws of Nature	AMAZON CAPITAL SERVICES	1XRP-WYHL-HYDG	Colored Masking Tape	19001178 63030	Program Supplies	\$39.98
				Sub-Total		\$278.26
Environ. Educ. Laws of Nature				Environ. Educ. Laws of Nature	Total	\$278.26
Forest Preserve Director	MENARDS	5542	Subat Groundbreaking supplies	190011 62000	Office Supplies	\$138.44
Forest Preserve Director	AMAZON CAPITAL SERVICES	1LNG-RPHT-TK1V	Computer Monitors	190011 62000	Office Supplies	\$261.98
				Sub-Total		\$400.42
Forest Preserve Director	ANTOINETTE WHITE	Summer24 II Reimburs	Summer Semester 2-2024 Reimbursement	190011 62040	Conferences	\$1,740.00
				Sub-Total		\$1,740.00

**Forest Preserve
Director**

4375	DAYSMART SOFTWARE	INV01268570	Software Annual Subscription Services	190011 62150	Contractual Services	\$5,400.00
					Sub-Total	\$5,400.00
317	COFFMAN TRUCK SALES INC	6661083124	Parts and Equipment for Grounds	190711 62160	Equipment	\$1,274.13
					Sub-Total	\$1,274.13
67	AMEREN ILLINOIS	27864440060831 24	Millbrook S Electric	190011 63510	Electric	\$68.94
2047	COMED	10178790000831 24	ComEd Baker Woods	190011 63510	Electric	\$22.19
					Sub-Total	\$91.13
928	INNOVATIVE UNDERGROUND, LLC	2413	Subat pipe drain location servcies	190711 68500	Project Fund Expenses	\$1,350.00
					Sub-Total	\$1,350.00
				Forest Preserve Director	Total	\$10,255.68
1655	SERVICE SANITATION, INC	50- 493234083124	Portable Restroom Services	190001183 63070	Refuse Pickup	\$771.74
					Sub-Total	\$771.74
1452	NICOR	85662610121083 124	Nicor Millbrook S	190001183 63090	Natural Gas	\$144.74
1452	NICOR	87946110010831 24	Nicor Harris	190001183 63090	Natural Gas	\$75.30
					Sub-Total	\$220.04

**Grounds and Natural
Resources**

Grounds and Natural Resources													
1820	UNIQUE PRODUCTS & SERVICE	470688	Toilet paper, papertowels, trash liners, cleaners	19001183	63110	Shop Supplies							\$629.57
												Sub-Total	\$629.57
1849	VERIZON	9971824138	Cell phone services	19001183	63540	Telephones							\$208.96
												Sub-Total	\$208.96
				Grounds and Natural Resources		Total							\$1,830.31
Hoover													
4889	KYLA MUHAMMAD	24-00201	Kingfisher Sec Dep Refund	19001171	63040	Security Deposit Refund							\$100.00
4890	VIVENDRA DESHPANDE	24-00216	Bunkhouse, MHL Sec Dep Refund	19001171	63040	Security Deposit Refund							\$425.00
4892	MARISELA JAQUEZ	24-00064	Meadowhawk Lodge Sec Dep Refund	19001171	63040	Security Deposit Refund							\$325.00
												Sub-Total	\$850.00
1452	NICOR	22827083027083124	Nicor Hoover Shop	19001171	63090	Natural Gas							\$48.68
1452	NICOR	23336698297083124	Nicor Rookery	19001171	63090	Natural Gas							\$53.19
1452	NICOR	24614203628083124	Nicor Blazing Star	19001171	63090	Natural Gas							\$46.69
1452	NICOR	28235299733083124	Nicor Moonseed	19001171	63090	Natural Gas							\$49.80
1452	NICOR	30831034894083124	Nicor Kingfisher	19001171	63090	Natural Gas							\$50.94
1452	NICOR	50980197128083124	Nicor Meadowhawk Lodge	19001171	63090	Natural Gas							\$47.01

1452	NICOR	72389374124083 124	Nicor Hoover Residence	19001171	63090	Natural Gas	\$30.94
1452	NICOR	88551401140831 24	Nicor Hoover Maintenance	19001171	63090	Natural Gas	\$46.87
4891	LISA MOORE	24-00213	MHL Sec Dep Refund	19001171	63090	Natural Gas	\$180.00
						Sub-Total	\$554.12
1323	MENARDS	6142	Adhesive, caulk for mud kitchen	19001171	63110	Shop Supplies	\$28.45
1820	UNIQUE PRODUCTS & SERVICE	470688	Toilet paper, paper towels, trash liners, cleaners	19001171	63110	Shop Supplies	\$900.65
						Sub-Total	\$929.10
3380	AMAZON CAPITAL SERVICES	1DQQ-9NR3- 7DVM	Water Dispenser	19001171	68580	Grounds and Maintenance	\$149.99
						Sub-Total	\$149.99
				Hoover		Total	\$2,483.21
						Grand Total	\$15,744.69

\$15,450.41

Claims Listing

9/11/2024 11:54:35 AM

Department	Vendor #	Vendor Name	Invoice #	Invoice Description	GL Account	Description	Invoice Amount
Ellis Barn	2047	COMED	2346189000091524	ComEd Ellis House	19001161 62270	Utilities	\$594.42
						Sub-Total	\$594.42
	1060	JOHN DEERE FINANCIAL	11113-41567091524	Ellis Various Supplies	19001161 68580	Grounds and Maintenance	\$102.73
	1323	MENARDS	6201	Pest control, penetrant	19001161 68580	Grounds and Maintenance	\$49.83
						Sub-Total	\$152.56
					Ellis Barn	Total	\$746.98
	541	FIRST NATIONAL BANK OF OMAHA	9778091524	Vick Credit Card August 2024	19001160 62000	Office Supplies	\$22.30
						Sub-Total	\$22.30
	1323	MENARDS	6049	Hardware, tube	19001160 68580	Grounds and Maintenance	\$96.65
	1323	MENARDS	6798	Garden mums, spray paint, toilet cleaner	19001160 68580	Grounds and Maintenance	\$38.87
1323	MENARDS	7258	Trash bags, trash can, toilet paper	19001160 68580	Grounds and Maintenance	\$86.44	
					Sub-Total	\$221.96	
				Ellis House	Total	\$244.26	

Ellis Riding Lessons	541	FIRST NATIONAL BANK OF OMAHA	3583091524	Guritz Credit Card August 2024	19001164 63000	Animal Care & Supplies	\$564.93
						Sub-Total	\$564.93
					Ellis Riding Lessons	Total	\$564.93
Ellis Sunrise Center	541	FIRST NATIONAL BANK OF OMAHA	3583091524	Guritz Credit Card August 2024	19001167 63000	Animal Care & Supplies	\$447.13
						Sub-Total	\$447.13
					Ellis Sunrise Center	Total	\$447.13
Ellis Weddings	3131	GROOT INC	13078406T102	Waste and Recycling Services	19001168 63070	Refuse Pickup	\$107.73
						Sub-Total	\$107.73
					Ellis Weddings	Total	\$107.73
Environ. Educ. Laws of Nature	541	FIRST NATIONAL BANK OF OMAHA	3433WienckeAug2024	Wiencke Credit Card August 2024	19001180 63030	Program Supplies	\$18.25
	541	FIRST NATIONAL BANK OF OMAHA	3583091524	Guritz Credit Card August 2024	19001180 63030	Program Supplies	\$50.00
						Sub-Total	\$68.25
					Environ. Educ. Laws of Nature	Total	\$68.25
Environmental Educ. Natrl Beg.	541	FIRST NATIONAL BANK OF OMAHA	3433WienckeAug2024	Wiencke Credit Card August 2024	19001178 63030	Program Supplies	\$220.93
	541	FIRST NATIONAL BANK OF OMAHA	3583091524	Guritz Credit Card August 2024	19001178 63030	Program Supplies	\$37.41

Environmental Educ. Natr'l Beg.	1323	MENARDS	6596	Garden Pail	19001178 63030	Program Supplies	\$6.38
	3380	AMAZON CAPITAL SERVICES	14NN-KFVV- V7RP	NB and School Supplies	19001178 63030	Program Supplies	\$58.03
	3380	AMAZON CAPITAL SERVICES	1R6F-VVVJ-7YJR	Laminator, Wagon, Markers, Dice, Laminating sheets	19001178 63030	Program Supplies	\$256.71
						Sub-Total	\$579.46
					Environmental Educ. Natr'l Beg.	Total	\$579.46
Environmental Education Camps	3380	AMAZON CAPITAL SERVICES	1R6F-VVVJ-7YJR	Laminator, Wagon, Markers, Dice, Laminating sheets	19001177 63030	Program Supplies	\$80.85
						Sub-Total	\$80.85
					Environmental Education Camps	Total	\$80.85
Environmental Education School	541	FIRST NATIONAL BANK OF OMAHA	3433WienckeAu g2024	Wiencke Credit Card August 2024	19001176 63030	Program Supplies	\$12.95
	3380	AMAZON CAPITAL SERVICES	14NN-KFVV- V7RP	NB and School Supplies	19001176 63030	Program Supplies	\$20.98
						Sub-Total	\$33.93
					Environmental Education School	Total	\$33.93
Forest Preserve Director	1304	MARCO TECHNOLOGIES, LLC	537389314F	Copier 08/28/2024 - 09/28/2024	190011 62000	Office Supplies	\$214.82
	2977	HINCKLEY SPRINGS	23300023 090524	Water Delivery	190011 62000	Office Supplies	\$165.83
						Sub-Total	\$380.65

**Forest Preserve
Director**

541	FIRST NATIONAL BANK OF OMAHA	3583091524	Guriz Credit Card August 2024	190011 62040	Conferences	\$455.00
					Sub-Total	\$455.00
1665	SHAW MEDIA	10085118091524	Website Hosting, Bid Hoover Sewer Main	190011 62090	Legal Publications	\$189.10
					Sub-Total	\$189.10
1937	WIRE WIZARD OF ILLINOIS INC	363643	Alarm Monitoring Pickerill House	190011 62150	Contractual Services	\$105.00
3656	MINOOKA CCSD #201	1/1-3/1/24 Invoice	Abatement Assessment	190011 62150	Contractual Services	\$73.15
3656	MINOOKA CCSD #201	7/1-9/3/24	Abatement Assessment	190011 62150	Contractual Services	\$101.24
					Sub-Total	\$279.39
2047	COMED	06169650000915 24	ComEd Harris Arena \$28.69 190011 63510	190011 63510	Electric	\$28.69
2047	COMED	28734790000915 24	ComEd Richard Young	190011 63510	Electric	\$25.89
2047	COMED	66110222220915 24	ComEd Jay Woods	190011 63510	Electric	\$26.05
2047	COMED	79918650000915 24	ComEd Harris	190011 63510	Electric	\$89.31
					Sub-Total	\$169.94
1665	SHAW MEDIA	10085118091524	Website Hosting, Bid Hoover Sewer Main	190011 68430	Marketing / Publicity	\$59.99
					Sub-Total	\$59.99

Forest Preserve Director	1323	MENARDS	6126	Wood, concrete for Ellis	190711 68500	Project Fund Expenses	\$650.54
						Sub-Total	\$650.54
	2826	LITE CONSTRUCTION INC	Subat Pay App 1	Subat Pay Application 1	190411 70330	Construction	\$37,980.00
						Sub-Total	\$37,980.00
					Forest Preserve Director	Total	\$40,164.61
Grounds and Natural Resources	506	ELBURN NAPA, INC.	4860091524	Filters	19001183 62160	Equipment	\$84.85
	541	FIRST NATIONAL BANK OF OMAHA	5931091524	White Credit Card August 2024	19001183 62160	Equipment	\$159.36
	4419	MECHANICS LAB LLC	5599	F350 Brake Repairs	19001183 62160	Equipment	\$977.56
						Sub-Total	\$1,221.77
	1153	KENDALL CO HIGHWAY DEPT	FuelAugust2024	Gas and Diesel-August 2024	19001183 62180	Gasoline / Fuel / Oil	\$1,168.26
						Sub-Total	\$1,168.26
	3131	GROOT INC	13078406T102	Waste and Recycling Services	19001183 63070	Refuse Pickup	\$343.33
						Sub-Total	\$343.33
	1323	MENARDS	6415	Soap refill, bee foam	19001183 63110	Shop Supplies	\$23.90
						Sub-Total	\$23.90

Grounds and Natural Resources	3837	T-MOBILE	98200824909152 4	Cell phone services	19001183 63540	Telephones	\$279.44
	3837	T-MOBILE	99034511209152 4	Ooma Device`	19001183 63540	Telephones	\$79.90
						Sub-Total	\$359.34
	590	FOX VALLEY FIRE & SAFETY	IN00710055	Fire Extinguisher Inspections	19001183 68530	Preserve Improvements	\$394.40
	678	GRAINCO FS, INC.	60023409	Herbicide	19001183 68530	Preserve Improvements	\$1,224.60
	3915	AURORA FASTPRINT	45954	Parking lot signs	19001183 68530	Preserve Improvements	\$205.93
						Sub-Total	\$1,824.93
					Grounds and Natural Resources	Total	\$4,941.53
Hoover	1937	WIRE WIZARD OF ILLINOIS INC	363642	Alarm Monitoring Meadowhawk	19001171 62270	Utilities	\$180.00
	1937	WIRE WIZARD OF ILLINOIS INC	363645	Alarm Monitoring Rookery	19001171 62270	Utilities	\$105.00
						Sub-Total	\$285.00
	4904	BRANDON DE GRAAF	24-00251	Moonseed Sec Dep Refund	19001171 63040	Security Deposit Refund	\$100.00
	4905	KRISTIE MCCABE	24-00157	Blazing Star Sec Dep Refund	19001171 63040	Security Deposit Refund	\$100.00
						Sub-Total	\$200.00
	2047	COMED	04740380000915 24	ComEd Hoover Multiple	19001171 63100	Electric	\$911.21

2047	COMED	05073970000915 24	ComEd Hoover Bathhouse	19001171 63100	Electric	\$57.18
2047	COMED	98378312220915 24	ComEd Hoover Residence	19001171 63100	Electric	\$140.46
					Sub-Total	\$1,108.85
1060	JOHN DEERE FINANCIAL	11113- 29745091524	Wasp and hornet spray, lock pin, lynch pin	19001171 63110	Shop Supplies	\$51.16
					Sub-Total	\$51.16
1950	YORKVILLE ACE & RADIO SHACK	400515091524	Concentrated Cleaner- Hoover	19001171 66500	Miscellaneous Expense	\$35.99
					Sub-Total	\$35.99
				Hoover	Total	\$1,681.00
2047	COMED	15656651110915 24	ComEd Pickerill House	19001184 63100	Electric	\$38.93
2047	COMED	94385650000915 24	ComEd Pickerill Shelter	19001184 63100	Electric	\$16.62
					Sub-Total	\$55.55
				Pickerill - Pigott	Total	\$55.55
					Grand Total	\$49,716.21

CONTRACT
PROJECT #24-07-001

2024 HOOVER FOREST PRESERVE SEWER MAIN CURED-IN-PLACE PIPE (CIPP)
LINING PROJECT

BETWEEN Kendall County Forest Preserve District and Innovative Underground, LLC for the 2024 Hoover Forest Preserve Sewer Main Cured-in-Place Pipe (CIPP) Lining Project for the Kendall County Forest Preserve District, Kendall County, Illinois.

- 1.) This CONTRACT is made at **Kendall County Forest Preserve District** as of September 3, 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 Innovative Underground, LLC located in **Yorkville, Illinois** (hereinafter designated the "CONTRACTOR").
- 2.) The CONTRACTOR shall furnish all material, labor, equipment, and tools necessary for the Hoover Forest Preserve CIPP Project 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 #24-07-001 dated **August 21, 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 December 31, 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 \$53,885.00 (Base Bid: \$29,217.50 + Alt. A: \$24,667.50) 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 Section 4, Paragraph 3 in Exhibit A, as clarified in Addendum #1 dated 08/22/2024. 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.) **Performance Bond:** The CONTRACTOR shall furnish the CUSTOMER with a performance or contract bond and a labor and material bond, each in the amount of \$53,885.00.
- 9.) **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 or 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:

Innovative Underground, LLC

1. _____

By: _____

2. _____

Randy Harker

Printed Name

President

Title

Tax ID. No. 82-1481199

Date: _____

WITNESSES:

Kendall County Forest Preserve District

1. _____

By: Brian DeBolt, President

2. _____

Date: _____

And

By: Seth Wormley, Secretary

Date: _____

Contract #24-07-001 – EXHIBIT A

Bid Documents Incorporated by Reference

1. Legal Notice to Bidders
2. Invitation to Bid (ITB) Number: 24-07-001 Kendall County Forest Preserve District 2024 Hoover Forest Preserve “Sewer Main Cured-in-Place Pipe (CIPP) Lining Project dated August 1, 2024.
3. Addendum 1 – 2024 Hoover Forest Preserve “Sewer Main Cured-in-Place Pipe (CIPP) Lining Project” dated August 22, 2024.

Bid Proposal Attachments (Exhibits A and Exhibit B)

1. ITB Exhibit A – Bid Submission Cover Sheet received from Innovative Underground, LLC dated August 21, 2024.
2. ITB Exhibit B – Bid Form received from Innovative Underground, LLC dated August 21, 2024.
3. Westfield Insurance Company Bid Bond dated August 28, 2024 (10% of Bid Total).

EXHIBIT A — BID SUBMISSION COVER SHEET

ITB Number & Name ITB# 24-07-001 2024 Hoover Forest Preserve Sewer Main Cured-in-Place Pipe (CIPP) Lining Project

Bidder Name (printed): Innovative Underground

Address: PO Box 329 City, State, Zip: Yorkville IL 60560

Bid Clarification Contact Person: Randy Harker Telephone: 630-800-5452

Email: R.harker777@gmail.com

State of Incorporation: IL Entity Type: LLC Sole Proprietor

Federal Employer Identification Number (FEIN): 82-1481199

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

8/21/24
Date

R.V. Harker President
(Printed Name and Title)

R.harker777@gmail.com
Email Address

WESTFIELD INSURANCE COMPANY

Westfield Group® 1 Park Circle, P O Box 5001, Westfield Center, Ohio 44251-5001

Conforms to Document A310™ - 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Innovative Underground, LLC
PO Box 329
Yorkville, IL 60560

SURETY:

(Name, legal status and principal place of business)

WESTFIELD INSURANCE COMPANY
1 Park Circle, PO Box 5001
Westfield Center, OH 44251-5001

OWNER:

(Name, legal status and address)

Kendall County Forest Preserve District
110 W Madison Street
Yorkville, IL 60650

BOND AMOUNT: Ten Percent (10%) of the Amount Bid

PROJECT:

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

Job Description: 2024 Hoover Forest Preserve Sewer Main Cured-in-Place Pipe Lining Project - 11285 W. Fox Road, Yorkville, IL 60560

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 28th day of August, 2024.

Holly Dietz

(Witness)

Innovative Underground, LLC

(Principal)

(Seal)

By: *Michael Han*

President

(Title)

Diane Gibson

(Witness)

WESTFIELD INSURANCE COMPANY

(Surety)

By: *Jennifer Anselmo*

Jennifer Anselmo

Attorney-in-Fact (Title)



General
Power
of Attorney

POWER NO. 0000518 08

**Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.**
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
JENNIFER ANSELMO

of MINT HILL and State of NC its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 01st day of MAY A.D., 2022 .

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By:
Gary W. Stumper, National Surety Leader and Senior Executive

State of Ohio
County of Medina ss.:

On this 01st day of MAY A.D., 2022 , before me personally came **Gary W. Stumper** to me known, who, being by me duly sworn, did depose and say, that he resides in **Medina, OH**; that he is **National Surety Leader and Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, **Frank A. Carrino**, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 28th day of August A.D., 2024



Frank A. Carrino, Secretary

EXHIBIT B - Bid Form

BIDDER'S NAME: Innovative Underground

KENDALL COUNTY FOREST PRESERVE DISTRICT ITB NUMBER: #24-07-001

ITB PROJECT NAME: 2024 Hoover Forest Preserve "Sewer Main Cured-in-Place Pipe (CIPP) Lining 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.

A. FOR THE **BASE BID**, A LUMP SUM OF: Twenty-Nine Thousand Two Hundred Seventeen and $\frac{54}{100}$
Base Bid Sum in Words

Dollars (\$ 29,217.50).

B. FOR BID "**ALTERNATE A**," A LUMP SUM OF: Twenty-Four Thousand Six Hundred Sixty-Seven and $\frac{59}{100}$
"Alternate A" Bid Sum in Words

Dollars (\$ 24,667.50).

C. **UNIT PRICING:** FOR EACH ADDITIONAL LINEAL FOOT OF 8" CIPP INSTALLED
(MATERIAL PLUS LABOR): Thirty-Seven Dollars and $\frac{95}{100}$
Unit Pricing in Words

Dollars (\$ 37.95).

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.

THH (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.

THH (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.

THH (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 21st day of August, 2024.

Bidder's Name: Innovative Underground

Mailing Address: P.O. Box 329

Telephone Number: 630-800-5452 Facsimile Number: N/A

Email Address: R.harker777@gmail.com Website: InnovativeUndergroundServices.com

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

<input checked="" type="checkbox"/>	Sole Proprietor
<input type="checkbox"/>	Corporation
<input type="checkbox"/>	LLC
<input type="checkbox"/>	Partnership
<input type="checkbox"/>	Limited Partnership
<input type="checkbox"/>	Other: _____

Signature of Authorized Representative: 

Printed Name: R.V. Harker

Title: President

Attested by: 

Title: Secretary

**NON-COLLUSION AFFIDAVIT
(Complete and Submit with Bid Form)**

STATE OF Illinois)
) ss
 COUNTY OF Kendall)

Randell V. Harker, being duly sworn, says that he/she is
Sole owner of Innovative Underground
 (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: R. V. Harker
 Title: President
 Signature: [Handwritten Signature]

Subscribed and sworn to me this 21st day of August, 2024.

Holly Lietzow
 Notary Public
 (seal)



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: City of Batavia
Contact Person's Name: Jeremy Barkei
Telephone Number: 630-806-6171 Facsimile Number: N/A
Mailing Address: 200 N. Raddent, Batavia IL ⁶⁰⁵¹⁰ Email: Jbarkei@bztaviazil.gov
Description and date(s) of services: CIPP Mainline + Services 2022 to Present

Reference #2:

Professional Reference Name: Village of Mundelein
Contact Person's Name: Josh Casper
Telephone Number: 847-949-3264 Facsimile Number: N/A
Mailing Address: 801 Allanson Rd, Mundelein IL ⁶⁰⁰⁶⁰ Email: Jcasper@mundelein.org
Description and date(s) of services: CIPP Mainline + Services 2022, 2023, 2024

Reference #3:

Professional Reference Name: City of Sandwich
Contact Person's Name: Brad Eade
Telephone Number: 815-826-0865 Facsimile Number: N/A
Mailing Address: 144 E. Railroad St, Sandwich IL ⁶⁰⁵⁴⁸ Email: beade@sandwich.il.us
Description and date(s) of services: CIPP Spot Lining + Manhole Rehab 2021
to present

SECTION 6: EXHIBIT C

KENDALL COUNTY FOREST PRESERVE DISTRICT

HISTORIC KENDALL COUNTY COURTHOUSE 110 WEST MADISON STREET YORKVILLE, IL 60560

LEGAL NOTICE

NOTICE TO BIDDERS
KENDALL COUNTY FOREST PRESERVE DISTRICT
Invitation to Bid (ITB) Number: 24-07-001

Sealed proposals for the Hoover Forest Preserve “Sewer Main Cured-in-Place Pipe (CIPP) Lining Project” in Kendall County, Illinois, shall be received at the Forest Preserve offices: 110 W. Madison Street, Yorkville, IL 60560 until 4:00 p.m. local time, August 28TH, 2024, at which time all bids will be publicly opened and read aloud.

Work generally includes CIPP installation within up to four specific 8” sewer line segments located between manhole access points and extending approximately 1,300 feet in total from the waste treatment lift station at Hoover Forest Preserve located at 11285 W. Fox Road in Yorkville, Illinois, including initial jetting and clearing of infill debris prior to installation. The base bid amount will include completing the first two segments totaling 650’ total feet, with bid “Alternate A” adding two additional segments totaling 650’ feet.

Bid documents will be available online beginning August 1ST, 2024 at 11:00 am at the Kendall County website’s Vendor Registry: <https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=9e3f3f6c-420b-4dec-be17-0b5e06278585>, and at the Forest Preserve offices and thereafter from 8:00 a.m. to 4:30 p.m., Monday through Friday. Phone: (630) 553-4025.

A **mandatory** pre-bid meeting and tour of the Project site will begin promptly at 10 am on August 15, 2024 at the Kendall County Forest Preserve District’s main office located in the Kendall County Historic Courthouse at 110 W. Madison Street Yorkville, IL 60560. Prospective Bidders will meet at main office, then travel to Hoover Forest Preserve to inspect the lift station, service access road, and manhole access points at 11285 W Fox Road Yorkville, IL 60560. All Prospective Bidders are required to attend.

Specifications require the submittal of a 10% Bid Surety with the proposal. In addition, the successful contractor(s) must be able to provide a satisfactory Performance Bond, Labor and Material Payment Bond, and required proof of insurance following the award of a contract.

All contracts for work herein are subject to all District and County rules and regulations, and providing for the payment of Kendall County’s prevailing wage rate to all workers involved in these projects.

Bidder 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.

All bids will remain firm for 60 days after the bid opening. The Kendall County Forest Preserve District reserves the right to reject any or all bids, to waive informalities on a bid, and to accept the lowest responsible bid that serves the best interests of the District.

Minority business firms are encouraged to submit bids. Successful contract bidders are also encouraged to utilize minority businesses as sub-contractors for supplies, equipment, services, and construction.

END



Kendall County Forest Preserve District

2024 Hoover Forest Preserve
“Sewer Main Cured-in-Place Pipe (CIPP) Lining Project

Invitation to Bid (ITB) Number: 24-07-001

Thursday, August 1, 2024

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SECTION 1: INTRODUCTION

A. DEFINITIONS:

“Addenda” or “Addendum” means written or graphic instruments issued by the Kendall County Forest Preserve District (“District”), which by additions, deletions, clarifications or corrections, modify or interpret the Bidding Documents. All Addenda shall be incorporated herein by reference as part of the ITB.

“Bid” means a complete and properly executed proposal to complete the Project for the sums stipulated therein, submitted in accordance with the Bidding Documents.

“Bidder” means a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.

“Bidding Documents” means this ITB, all Addenda, the project manual and the drawings of the Project, which shall hereinafter be referred to collectively as “Bidding Documents”.

“District” means the Kendall County Forest Preserve District and its elected officials, departments, employees, and agents.

“ITB” means this Invitation to Bid and any documents specifically incorporated by reference or attached hereto.

“Project” means the Scope of Work described in the Bidding Documents.

“Project site” means the location where the Project will be performed, which is the following locations: Hoover Forest Preserve 11285 W. Fox Road, Yorkville IL, 60560

B. SCOPE OF WORK:

The District, seeks a qualified business to provide the following scope of services in accordance with the requirements set forth in this ITB and the Bidding Documents:

1. Jetting and clean out of approximately 1,300 linear feet of 8” sewer main
Exhibit C: Lift Station to Manhole #5
 - a. Scope to be **included in base bid**.
2. Installation of 650 linear feet of 8” Cured-in-Place-Pipe (CIPP) Liner
Exhibit C: Lift Station to Manhole #3
 - a. Scope to be **included in base bid**.
3. Installation of 650 linear feet of 8” Cured-in-Place-Pipe (CIPP) Liner
Exhibit C: Manhole #2 to Manhole #5
 - a. Scope to be included as “**Alternate A**”

The District’s preferred timeframe for completing this project is November 1, 2024 to November 30, 2024.

The successful Bidder will be required to enter into a contract with the Kendall County Forest Preserve District, with all project work completed no later than December 31, 2024. The successful Bidder will be required to schedule the work with the District in order to avoid conflicts with scheduled programs and events.

Minority business firms are encouraged to submit Bids on the Project, and Bidders are encouraged to utilize minority businesses as subcontractors, suppliers, and for services related to the Project. Businesses located in Kendall County, Illinois are also encouraged to submit Bids for the Project.

C. BASIS OF BIDS:

Bids will be a single contract, stipulated sum.

The specifications described herein are what the District has determined are necessary to meet the performance requirements of the District. Bidders desiring to bid on items which deviate from these specifications, but which they believe to be equivalent, are requested to submit alternate bids. However, alternate bids must be clearly marked as such and deviations from the specifications must be plainly noted. The bid must be accompanied by complete technical specifications of the alternate item(s) offered. Equivalency shall be at the District's sole discretion, and it shall be the District's sole decision whether to accept an alternate or not.

Unit prices shall be shown for each item as applicable and for which vendor is offering a bid. The unit price shall include all packing, crating, freight/shipping charges, and cost of unloading supplies at destination unless otherwise expressly stated in the Bid proposal. Unit prices shall not include any local, state or federal taxes. In case of a mistake in the extension of price, the unit price shall govern. All prices must be typewritten or written in ink adjacent thereto and initiated in ink by the party signing the Bid.

D. IMPORTANT DATES:

The following table identifies several important dates and deadlines related to the Bidding Documents:

DATE	EVENT
August 1, 2024	Bidding Documents available at Kendall County Forest Preserve District 110 W. Madison Street Yorkville, IL 60560, and on the Kendall County website using the following link: https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=9e3f3f6c-420b-4dec-be17-0b5e06278585
August 15, 2024	Pre-Bid Meeting (Mandatory) at 10:00 AM at Kendall County Forest Preserve District Headquarters 110 W. Madison Street Yorkville, IL 60560
August 20, 2024	Questions due to David Guritz, Executive Advisor no later than 12:00 p.m. (CST)
August 22, 2024	Questions answered via addendum and posted on the County's website no later than 4:00 p.m. (CST) and also at Kendall County Forest Preserve District 110 W. Madison Street Yorkville, IL 60560
August 28, 2024	Sealed Bids due no later than 4:00 p.m. (CST)
August 28, 2024	Bid opening conducted at 4:00 p.m. (CST) at Kendall County Forest Preserve District Headquarters 110 W. Madison Street Yorkville, IL 60560

E. EXAMINATION AND PROCUREMENT OF DOCUMENTS:

Bidding Documents available at Kendall County Forest Preserve District 110 W. Madison Street Yorkville, IL 60560, and on the Kendall County website using the following link on August 1, 2024:

<https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=9e3f3f6c-420b-4dec-be17-0b5e06278585>

F. PRE-BID MEETING:

A mandatory pre-bid meeting and tour of the Project sites will begin promptly at 10:00 am local time on August 15, 2024 at the Kendall County Forest Preserve District's main office located in the Kendall County Historic Courthouse at 110 W. Madison Street Yorkville, IL 60560. Prospective Bidders should meet at main office, then travel to Hoover Forest Preserve to inspect the lift station, service access road, and manhole access points at 11285 W Fox Road Yorkville, IL 60560. All Prospective Bidders are required to attend.

G. ADDENDUM:

Any and all changes to the Bidding Documents are valid only if they are included by written addendum to all Bidders. Addenda are written instruments issued by the District prior to the date for receipt of Bids, which modify or interpret the Bidding Documents by addition, deletions, clarifications, and/or corrections. All addenda so issued shall become part of the Bidding Documents. Only David Guritz, Executive Advisor of the Kendall County Forest Preserve District has the authority to issue an addendum for these Bidding Documents.

No interpretation of the meaning of the plans, specifications, or other Bidding Documents will be made orally. All Addenda will be posted at the District's main office located at 110 W. Madison Street Yorkville, IL 60560, and online using the vendor registry portal for the project using the following link:
<https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=9e3f3f6c-420b-4dec-be17-0b5e06278585>

Each Bidder shall confirm prior to submitting a Bid that all Addenda issued by the District have been received and, by submission of a Bid, such act shall be taken to mean that such Bidder has received all Addenda; is familiar with the terms thereof; and understands and agrees to comply fully with the contents of the Bidding Documents and Addenda. Failure of the Bidder to receive and review any addendum or interpretation issued by the District shall not relieve the Bidder from the obligation under their Bid as submitted. Failure of a Bidder to request an interpretation constitutes a waiver to a later claim that ambiguities or misunderstandings caused a Bidder to submit a Bid improperly.

H. QUESTIONS

Should a Bidder require any additional information about this ITB or any other Bidding Documents, such questions should be directed in writing to the District. All questions should be sent to:

Kendall County Forest Preserve District
Attention: David Guritz, Executive Advisor
E-mail address: dguritz@kendallcountyil.gov

Questions must be received by the District at the above-referenced email address no later than 12:00 p.m. (CST) on August 20, 2024. Questions timely received by the District will be answered at the discretion of the District. Any answers provided by the District will be given by means of an addendum published. All Addenda will be posted at the District's main office located at 110 W. Madison Street Yorkville, IL 60560, and online using the vendor registry portal for the project using the following link and sent to all bidders:
<https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=9e3f3f6c-420b-4dec-be17-0b5e06278585>

SECTION 2: SUBMITTAL OF BIDS

A. Submittal of Sealed Bid

All Bidders must submit one (1) original and one (1) copy of their Bid in a sealed package plainly marked in the lower left-hand corner "Bid for 2024 Hoover Forest Preserve Sewer Main Cured-in-Place Pipe (CIPP) Lining Project."

If a Bid is submitted by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof. Failure to submit a Bid in a properly marked, sealed package may eliminate the Bid from consideration.

The sealed Bid must be addressed and delivered to:

Kendall County Forest Preserve District
SEALED BID: 2024 Hoover Forest Preserve Sewer Main Cured-in-Place Pipe (CIPP) Lining Project
Attention: David Guritz, Executive Advisor
Address: 110 W. Madison Street Yorkville, IL 60560

Sealed Bids must be received by the District no later than 4:00 p.m. on August 28, 2024 (hereinafter referred to as the "Due Date"). Bidders shall assume full responsibility for timely delivery at the location designated for receipt of Bid. Bids received after the Due Date will not be considered and shall be marked "Late" and returned to the Bidder unopened.

B. Modification or Withdrawal of Bids:

Prior to the date and time designated for receipt of Bids, a Bidder may submit a new Bid to replace a Bid previously submitted, or withdraw its Bid entirely, by sending written notice to the person designated to receive Bids on behalf of the District. Such notice must be received by the District on or before the date and time set for receipt of Bids. The person receiving Bids shall verify that the replaced/withdrawn Bid is removed from the other submitted Bids and not considered. Notice of submission of a replacement Bid or withdrawal of a Bid shall be worded so as not to reveal the amount of the original Bid.

C. Opening of Sealed Bids:

The sealed Bids timely received by the District shall be opened and publicly read on **August 28, 2024 at 4:00 p.m. at 110 W. Madison Street, Yorkville, Illinois 60560**. Each sealed Bid received by the District shall be analyzed to ensure that all stipulations have been satisfied by the Bidder. The results shall be recorded and forwarded with all Bidding Documents to the appropriate District official. Bidder attendance is NOT required at the opening of sealed Bids.

SECTION 3: INSTRUCTIONS TO BIDDERS

A. **What Information Must Be Included In The Bids:** All Bids must comply with the following requirements:

1. The Bidder must complete and include all of the following documents with their Bid:
 - Mandatory Cover Sheet (The Cover Sheet form to complete is attached to the ITB as Exhibit A)
 - A 10% Bid Surety bond as required in the Bidding Documents.
 - Completed Bid Forms (the Bid Forms are attached to the ITB as Exhibit B)
 - All other requirements included in the Bidding Documents
2. All sealed Bids must be comprehensive and complete for the services requested in the Bidding Documents. All Bids shall provide a straightforward, concise delineation of the Bidder's capabilities to satisfy the requirements of the Bidding Documents and the services requested therein. Emphasis should be on completeness and clarity of content.
3. Any proposed reduction in price or any proposed donation of materials, supplies and/or labor by the Bidder shall be specified in the completed Bid Forms. Any reduction or donation provided by a Bidder to the District shall not relieve Bidder of their obligations to comply with existing local, state or federal laws, including but not limited to the Illinois Prevailing Wage Act (820 ILCS 130/.01 *et seq.*). The District shall only consider any reduction or donation in determining the lowest responsible Bidder to the extent that the reduction or donation affects the stipulated sum Bid by a Bidder.
4. The "Terms and Conditions" set forth in the Bidding Documents will apply to the contract between the District and the successful Bidder. By submitting a Bid, a Bidder agrees to the Terms and Conditions. Any Bid that conflicts with the Terms and Conditions may be deemed an unresponsive Bid.
5. All sealed Bids shall be submitted on forms included in these Bidding Documents unless otherwise specified.
6. All information requested on Bid forms shall be typewritten or written in ink. Where both written words and numerical figures are required, the written words shall apply in the event of a conflict.
7. The District will not be responsible for any expenses incurred by the Bidder in preparing and submitting Bids.
8. The Bidder must sign their Bid in their business or corporation's name and must bear the original longhand signature of a principal legally authorized to sign contracts on behalf of the Bidder. The name of each person signing should be typed or printed below the signature.
9. The individual signing the document for the Bidder shall initial all erasures and/or corrections in their sealed Bid.
10. All variations to the stated specifications must be described in detail (free from ambiguity).
11. All Bidders must confirm they are appropriately licensed and authorized to conduct business within the State of Illinois. Bidders shall be prepared to furnish evidence of the foregoing upon request.

12. The Bidder acknowledges that all materials submitted with the Bid become the property of the District and, as such, may be available to the public pursuant to applicable law.
13. The Bidder is expected to comply with the true intent of this ITB and the Bidding Documents taken as a whole and shall not avail itself of any errors or omission to the detriment of the services or to the District. Should the Bidder suspect any error, omission, or discrepancy in the specifications or instructions, the Bidder shall immediately notify the District in writing, and the District will issue written corrections or clarifications. The Bidder is responsible for the contents of its Bid and for satisfying the requirements set forth in the ITB and Bidding Documents. Bidders will not be allowed to benefit from errors in the document that could have been reasonably discovered by the Bidder in the process of putting the Bid together.

B. Modification or Interpretation of Bidding Documents:

The Bidder acknowledges that some of the existing conditions shown in the Bidding Documents are presented for information as an approximation and are not a substitute for the Bidder's required field verification of existing conditions relating to the Project. Failure to make the necessary field examinations will not relieve the Bidder from any of the requirements of the Bidding Documents or any contract entered into by the District and the successful Bidder.

The Bidder shall carefully study the Bidding Documents, shall examine the site and local conditions, and shall notify the District of errors, inconsistencies, or ambiguities discovered and request clarification or interpretation pursuant to the procedures set forth in these Bidding Documents.

C. Bid Surety:

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 and in the form of a bid bond. The Bidder shall pay all premiums and costs associated with this Bid surety.

D. Award of Bid:

It is the intent of the Kendall County Forest Preserve District to award the Bid to the lowest responsible bidder who has met all specifications, terms, and conditions of this ITB and all other Bidding Documents. The District reserves the right to issue its award on a per item basis or total low bid overall. The quality of the articles to be supplied, their conformity with specifications, their suitability to the requirements of the District, and delivery and discount terms will be taken into consideration in making the award(s).

Submission of a bid confers no rights on the bidder to selection or to a subsequent contract. This ITB process is for the District's benefit only, and it is intended to provide the District with competitive information to assist in selection of services. All decisions on compliance, evaluation, and responsiveness shall be made solely at the District's discretion. By submitting a Bid, Bidder acknowledges the District's decision is final, binding, and conclusive upon the Bidder for all purposes.

All bids submitted shall be considered firm offers and will be binding for ninety (90) calendar days following the due date for submission of sealed bids, unless, upon the District's request, the Bidder agrees in writing to an extension.

The failure of a Bidder to promptly supply information requested in the Bidding Documents may result in the Bidder being eliminated from consideration.

The District reserves the right to reject any or all bids, to waive any or all irregularities, to waive or deviate from the procedures or timetable identified in the Bidding Documents, or to supplement, amend, or otherwise modify the Bidding Documents, without notice. The District may seek additional information or clarification from a bidder at any time and failure to respond promptly may be cause for rejection of the bid.

The District reserves the right to disqualify bids, before or after opening, upon evidence of collusion with intent to defraud or other illegal practices upon the part of the Bidder. The Bidder's failure to agree to the Terms and Conditions included in the Bidding Documents or to otherwise meet the requirements of the Bidding Documents may result in the disqualification of the Bidder's bid from further consideration as an unresponsive bid.

E. Execution of Contract:

The accepted Bid shall be contracted by the District for the total stipulated sum set forth in the accepted Bid. The District will not be responsible for any additional charges above the accepted Bid unless additional services are negotiated and accepted by the Kendall County Forest Preserve District by written addendum to the original contract.

The contents of the Bid submitted by the successful Bidder and the Bidding Documents (including, but not limited to the Terms and Conditions set forth below in this ITB) will become a part of the contract awarded as a result of the Bid process.

Notwithstanding any delay in the preparation and execution of the contract, each Bidder shall be prepared, upon written notice of Bid acceptance, to commence work within ten (10) calendar days following receipt of official written order of the District to proceed, or on date stipulated in such order.

F. Prevailing Wage Notice:

This project calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Illinois Department of Labor ("Department") publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's website for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. The successful Bidder will be required to ensure that all of its contractors and subcontractors rendering services under the contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

SECTION 4: TERMS AND CONDITIONS

The Bidder's failure to agree to the following terms and conditions may result in the disqualification of the Bidder's proposal from further consideration as an unresponsive Bid.

By submitting a Bid, Bidders represent that:

1. Bidder has read and understands the Bidding Documents;
2. Bidder understands how the Project relates to other renovations being completed by the District at the Project site, which may be concurrently bid, or presently under construction at the Project site;
3. The Bid complies with the Bidding Documents;
4. Bidder has visited the Project site; is familiar with local conditions under which the Project is to be performed; and has correlated the Bidder's observations with the requirements of the Bidding Documents and the Bidder's Bid; and
5. The Bid is based upon the materials, equipment, and systems required by the Bidding Documents, as may be amended by written addendum, without exception.

By submitting a Bid, Bidders agree to accept and comply with the following Terms and Conditions that shall be incorporated by reference herein to the contract between the Kendall County Forest Preserve District and the successful Bidder:

1. These Terms and Conditions, along with the ITB, the Bidding Documents, and the Bidder's Bid, represent the entire understanding between the parties hereto (collectively, the "Agreement"), and any modification or amendment thereof must be made in writing, signed and executed by both parties hereto. Furthermore, this Agreement supersedes any prior written or oral agreements between the parties, and there are no other promises or conditions in any other agreement whether oral or written. In the event of a conflict, the documents shall control in the following order of descending precedence: the Agreement, the Terms and Conditions set forth in the ITB, the remaining portions of the Bidding Documents, and the Bidder's Bid.
2. This Agreement shall be effective as of the date of final signature below and shall continue in force and effect until the Project has been fully completed to the satisfaction of the District but no later than December 31, 2024 or as terminated by either party pursuant to the terms in the Agreement, whichever occurs first.
3. Pursuant to, and as set forth in this Agreement, Bidder will provide the District the following services:
 1. Jetting and clean out of approximately 1,300 linear feet of 8" sewer main
Exhibit C: Lift Station to Manhole #5
a. Scope to be **included in base bid.**
 2. Installation of 650 linear feet of 8" Cured-in-Place-Pipe (CIPP) Liner
Exhibit C: Lift Station to Manhole #3
a. Scope to be **included in base bid.**
 3. Installation of 650 linear feet of 8" Cured-in-Place-Pipe (CIPP) Liner
Exhibit C: Manhole #2 to Manhole #5
a. Scope to be included as "**Alternate A**"

(Hereinafter referred to collectively as "the Scope of Work" or "the Project").

4. As consideration for the services to be performed by Bidder pursuant to the terms and conditions set forth in this Agreement, the District agrees to pay Bidder as follows:

1. 20% of base bid following award of contract
2. 80% of base bid at 100% completion.

The District shall not be responsible for any costs in excess of the payment schedule set forth above unless the District agrees to said increase in writing before such expense is incurred. All payments shall be made in accordance with the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 505/1 *et seq.*).

5. The District reserves the right to make changes in the Scope of Work (increases and decreases of any kind) and alterations in material and product selections. Bidder, its contractors, and subcontractors and their respective employees and agents shall make no changes in the Scope of Work without issuance of a written change order that is first executed by both the District and the Bidder. The District will not pay for verbal change orders. Bidder must obtain written change orders or, at minimum, email authorization of additional fixed-price change order work from the District *before* proceeding with any additional work or any variations in specified materials. Furthermore, Bidder understands and agrees that any public works change orders that total fifty percent (50%) or more of original contract price must be rebid in same manner as the original contract. *See* 50 ILCS 525/5. Bidder also understands and agrees that any change orders of more than \$10,000 or 30 days (more or less) in completion time, must be pre-approved in writing by the District. *See* 720 ILCS 5/33E-9.
6. Bidder is an Independent Contractor and is not an employee of, partner of, agent of, or in a joint venture with the District. Bidder understands and agrees that Bidder is solely responsible for paying all wages, benefits and any other compensation due and owing to Bidder's officers, employees, and agents for the performance of services set forth in the Agreement. Bidder further understands and agrees that Bidder is solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for Bidder's officers, employees and/or agents who perform services as set forth in the Agreement. Bidder also acknowledges its obligation to obtain appropriate insurance coverage for the benefit of Bidder, Bidder's officers, employees and agents and agrees the District is not responsible for providing any insurance coverage for the benefit of Bidder, Bidder's officers, employees and agents. Bidder hereby indemnifies and agrees to waive any right to recover alleged damages, penalties, interest, fees (including attorneys' fees), and/or costs from the District, its board members, officials, employees, insurers, and agents for any alleged injuries that Bidder, its officers, employees and/or agents may sustain while performing services under the Agreement. Bidder shall exercise general and overall control of its officers and employees.
7. 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. The District, at any time, for any reason and in the District's sole discretion, may require Bidder, Bidder's contractors, and Bidder's subcontractors to remove any individual from performing any further work under this Agreement. Should the District have a complaint regarding the performance of the services or the behavior of Bidder's officers, employees, contractors, subcontractors, and/or agents performing services under this Agreement, or should the District request a change in the manner in which services are being performed pursuant to this Agreement, the District shall transmit the same to the Bidder's on-site foreman and/or to any other member of Bidder's management, who shall take immediate action and shall promptly

resolve the problem to the District's satisfaction. Bidder's failure to take immediate action and/or to resolve the problem to the District's satisfaction shall be considered a material breach of the Agreement.

8. Bidder shall indemnify, hold harmless and defend with counsel of the District's own choosing, the District, its past, present and future elected officials, department heads, employees, insurers, and agents (hereinafter collectively referred to as "Releasees") from and against all liability, claims, suits, causes of action, demands, proceedings, set-offs, liens, attachments, debts, expenses, judgments, or other liabilities including costs, reasonable fees and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property, of whatsoever kind or nature as well as for any breach of any covenant in the Agreement or ancillary documents and any breach by Bidder of any representations or warranties made within the contract documents (collectively, the "Claims"), to the extent such Claims result from any act or omission, neglect, willful acts, errors, or misconduct of Bidder in its performance under this Agreement or the contract documents. Pursuant to 55 ILCS 5/3-9005, no attorney may be assigned to represent the Releasees pursuant to this Section of the Agreement unless the attorney has been approved in writing by the Kendall County State's Attorney. Releasees' participation in its defense shall not remove Bidder's duty to indemnify, defend, and hold Releasees harmless, as set forth above. Releasees do not waive their defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) by reason of this indemnification provision. Indemnification shall survive the termination of this Agreement.

9. Bidder will obtain and continue in force, during the term of this Agreement, all insurance as set forth below:
 - a. 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 canceled or changed without thirty (30) calendar days' prior written notice, given by the insurance carrier to the District at the address set forth herein.

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

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

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

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

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

- c. If Bidder maintains broader coverage and/or higher limits than the minimums shown above, the District shall be entitled to the broader coverage and/or the higher limits maintained by the Bidder. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District. The 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 Bidder 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 Bidder'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).
- d. For any claims related to this Agreement, the Bidder's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 with respect to the Releasees. Any insurance maintained by the Releasees shall be in excess of the Bidder's insurance and shall not contribute with it.
- e. Bidder hereby grants to the Releasees a waiver of any right to subrogation which any insurer of said Bidder may acquire against Releasees by virtue of the payment of any loss under such insurance. Bidder agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Releasees have received a waiver of subrogation endorsement from the insurer.
- f. Self-insured retentions must be declared to and approved by the District. The District may require the Bidder to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the District.
- g. 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 Agreement or the beginning of the contracted 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 Agreement's effective date, the Bidder must purchase "extended reporting" coverage for a minimum of five (5) years after completion of the contracted work.
- h. Bidder shall furnish the District with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the District before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Bidder's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- i. Subcontractors: Bidder shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Bidder shall ensure that the District is an additional insured on insurance required from subcontractors.
- j. The District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

10. Neither party will be responsible to the other for damage, loss, injury, or interruption of work if the damage, loss, injury, or interruption of work is caused solely by conditions that are beyond the reasonable control of the parties, and without the intentional misconduct or negligence, of that party (hereinafter referred to as a “force majeure event”). To the extent not within the control of either party, such force majeure events may include: acts of God, acts of any governmental authorities, fire, explosions or other casualties, vandalism, riots or war. A party claiming a force majeure event (“the claiming party”) shall promptly notify the other party in writing, describing the nature and estimated duration of the claiming party’s inability to perform due to the force majeure event. The cause of such inability to perform will be remedied by the claiming party with all reasonable dispatch.
11. Upon the occurrence of any material default or breach of Agreement by either party, the injured party (i.e., the non-breaching and/or non-defaulting party) may, at its option, upon notice to the other in writing, declare this Agreement to be in default, and at any time thereafter, so long as the other party shall have not remedied or caused to be remedied all outstanding defaults and/or breaches within a reasonable period of time as determined by the District, the injured party may elect, in accordance with law and any other agreement between the parties to: (a) Proceed by appropriate court action at law or in equity to enforce performance by the defaulting party of its obligations under this Agreement and/or to recover damages for breach thereof; and/or (b) By notice in writing to the defaulting party, cancel or terminate this Agreement. For purposes of this Paragraph, “reasonable period of time” will be dependent on the type of service being provided but, in any event, the reasonable period of time may be no less than one hour but no more than thirty (30) calendar days.
12. Notwithstanding any other provision of this Agreement, this Agreement may be terminated by the District upon written notice delivered to Bidder at least thirty (30) days prior to the effective date of termination. No additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement under this paragraph.
13. Bidder agrees to comply with all applicable federal, state or local laws and regulatory requirements and to secure such licenses as may be required for its employees and to conduct business in the state, municipality, county, or location where the work is to be performed. Such obligation includes, but is not limited to, environmental laws, civil rights laws, prevailing wage and labor laws.
14. This contract calls for the construction of a “public work” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 *et seq.* (“the Act”). The Act requires the Bidder and Bidder’s contractors and subcontractors to pay their respective laborers, workers and mechanics performing services on this public works project no less than the current “prevailing rate of wages” (hourly cash wages plus fringe benefits) in the county where the work is performed. The Illinois Department of Labor (“Department”) publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates, and the Bidder and Bidder’s contractors and subcontractors have an obligation to check the Department’s website for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Department’s website. The Bidder and all of the Bidder’s contractors and subcontractors rendering services under this Agreement must comply with all requirements of the Act, including, but not limited to, all wage requirements and notice and record keeping duties. Failure to comply with all applicable requirements of the Act will be considered a material breach of this Agreement.
15. When applicable, Bidder shall furnish Material Safety Data Sheets for their products, in compliance with the Illinois Toxic Substance Disclosure to Employee Act, Safety Inspection and Education Act & “Right to Know” law, 820 ILCS 255/1 *et seq.*, 820 ILCS 220/0.01 *et seq.* and 820 ILCS 225/0.1 *et seq.*

16. 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 ILCS 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.
17. All services to be undertaken by Bidder shall be carried out by competent and properly trained personnel of Bidder to the highest standards and to the satisfaction of the District. All services, materials and components shall conform to relevant manufacturers' and equipment suppliers' specifications, and all materials and spare parts shall be obtained from the original equipment manufacturers or from suppliers approved by them. No warranties implied or explicit may be waived or denied.
18. Bidder hereby waives any claim of lien against subject premises on behalf of Bidder, its officers, insurers, employees, agents, suppliers and/or sub-contractors employed by this Agreement. Upon completion of the project and as a condition prior to payment in full, Bidder shall tender to the District a final waiver of lien for all subcontractors and/or suppliers.
19. Neither party shall assign, sublet, sell, or transfer its interest in this Agreement without the prior written consent of the other.
20. This Agreement shall be construed in accordance with the laws and Constitution of the State of Illinois and if any provision is invalid for any reason such invalidations shall not render invalid other provisions which can be given effect without the invalid provision. The parties agree that the venue for any legal proceedings between them shall be the Circuit Court of Kendall County Illinois, Twenty-Third Judicial Circuit, State of Illinois.
21. In the event the District is in default under the Agreement because funds are not appropriated for a fiscal period subsequent to the one in which the Agreement was entered into which are sufficient to satisfy all or part of the District's obligations under this Agreement during said fiscal period, the District agrees to provide prompt written notice of said occurrence to Bidder. In the event of a default due to non-appropriation of funds, the District has the right to terminate the Agreement upon providing thirty (30) days written notice to Bidder. No additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement.
22. Any notice required or permitted to be given pursuant to this Agreement shall be duly given if sent by fax, certified mail, or courier service and received, in the case of notice to the District, to the District's Representative, Antoinette White, Acting Executive Director at awhite@kendallcountyil.gov (630) 553-2296, with copy sent to: Kendall County State's Attorney, 807 W. John Street, Yorkville, Illinois, 60560, fax (630) 553-4204.

And, in the case of Bidder, to:

23. Bidder certifies that Bidder, its parent companies, subsidiaries, and affiliates are not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (Bid rigging or Bid rotating) or as a result of a violation of 820 ILCS 130/1 et seq. (the Illinois Prevailing Wage Act). Bidder

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

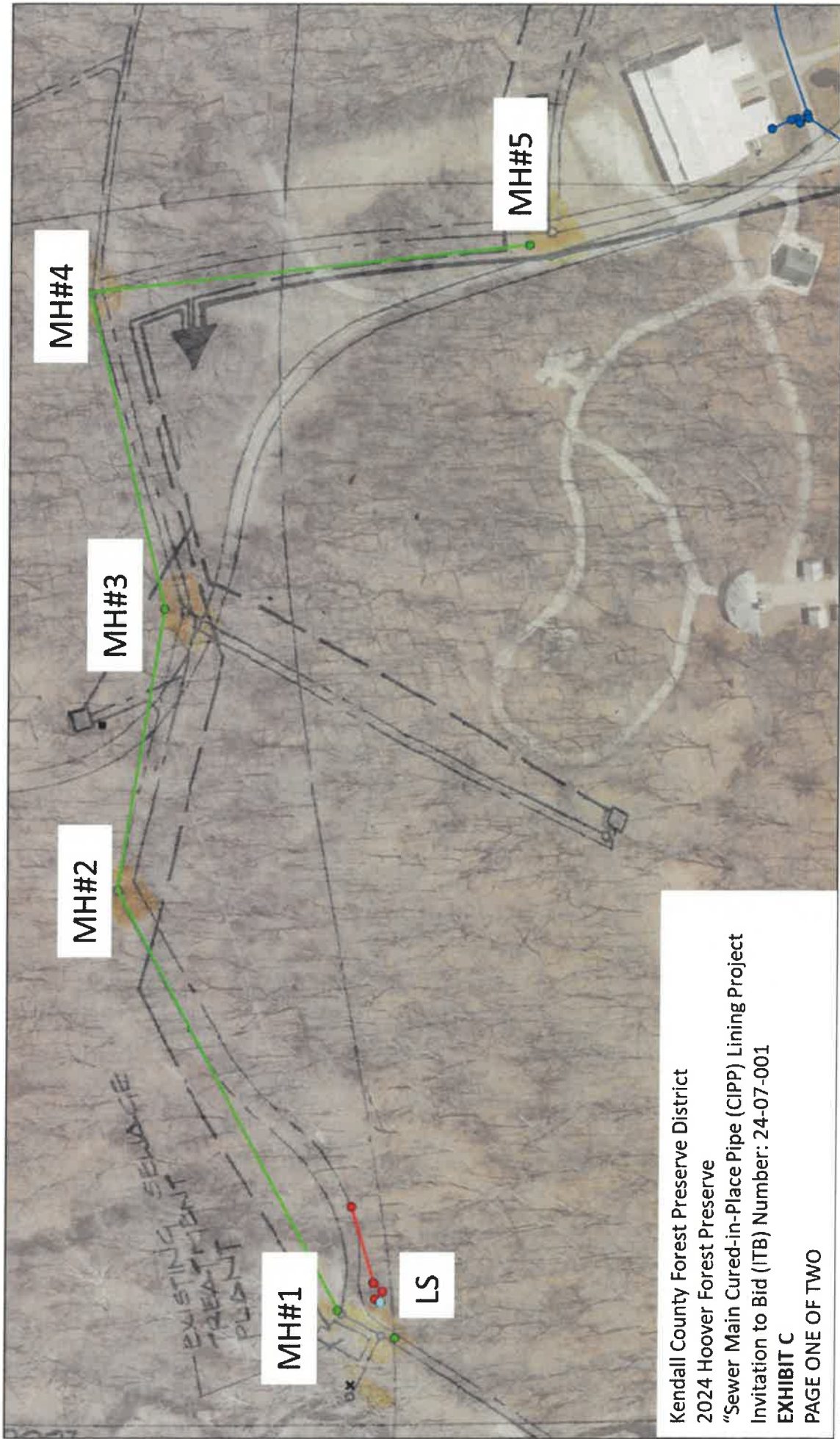
24. Both parties affirm no Kendall County Forest Preserve District officer or elected official has a direct or indirect pecuniary interest in Bidder or this Agreement, or, if any Kendall County Forest Preserve District officer or elected official does have a direct or indirect pecuniary interest in Bidder or this Agreement, that interest, and the procedure followed to effectuate this Agreement has and will comply with 50 ILCS 105/3.
25. In any action with respect to this Agreement, the parties are free to pursue any legal remedies at law or in equity. If the Kendall County Forest Preserve District is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this Agreement, and by reason thereof, the District is required to use the services of an attorney, then the Kendall County Forest Preserve District shall be entitled to reasonable attorneys' fees, court costs, and expenses incurred by the District pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.
26. Bidder shall be responsible for the protection of all work including, but not limited to, all work performed by Bidder, Bidder's employees, subcontractors and agents until its completion and final acceptance by the District, and shall at Bidder's own expense replace damaged or lost materials or repair damaged parts of the work, and the Bidder shall be liable therefore. Bidder shall take all risks from floods and casualties, and shall make no claim for damages for delay from such causes. Bidder may, however, be allowed a reasonable extension of time on account of such delays, subject to the conditions herein before specified. The Bidder shall remove from the vicinity of the work upon its completion all surplus material or equipment belonging to Bidder or used under Bidder's direction during construction. Bidder shall remove all surplus materials, excavation, concrete and debris of all kinds from the project site, streets or portions of buildings or property at or adjacent to the site of the work, except that which may be required for refilling or grading the surface, within a reasonable time or as directed by the District.
27. When construction observation tasks or construction subcontracting are part of the service to be performed by the Bidder under this Agreement, the Bidder will include the following clause in any construction-related contract documents and Bidder agrees not to modify or delete it:

Kotecki Waiver: Bidder (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees, asserted by persons allegedly injured on the Project; waives any limitation of liability defense based upon the Worker's Compensation Act, court interpretations of said Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend the Kendall County Forest Preserve District and its past, present and future board members, elected officials, employees, agents and consultants (the "Indemnitees") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the Indemnitees may sustain as a result of such claims, except to the extent that Illinois law prohibits indemnity for the Indemnitees' own negligence. Indemnitees are designated and recognized as explicit third-party beneficiaries of the Kotecki Waiver within the general contract and all sub contracts entered into in furtherance of the general contract.

28. Vendor Information Reporting Requirements. Pursuant to 35 ILCS 200/18-50.2, the District must collect and electronically publish certain data from all vendors and subcontractors doing business with the District. To comply with this statutory obligation, the Bidder agrees to provide the District with written answers to the following questions within ten (10) business days after the parties' execution of this Agreement:
1. Is the Bidder and/or any of the Bidder's subcontractors a minority-owned, women-owned, or veteran-owned business, as defined in the Business Enterprise for Minorities, Women, and Persons, with Disabilities Act? If so, please describe.
 2. If the answer to Question (1) is "yes", does the Bidder and/or any of the Bidder's subcontractors hold any certifications for those categories or are they self-certifying? If the entity holds any certifications, please describe with sufficient detail each certification received.
 3. If the Bidder and/or the Bidder's subcontractors self-certify, do they qualify as a small business under the federal Small Business Administration standards?
29. Bidder 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.*
30. Should the total cost of the public work to be performed by Bidder pursuant to this Agreement exceed \$50,000.00, Bidder must furnish, supply and deliver a payment bond in the amount of the base bid to the District pursuant to the requirements of the Public Construction Bond Act, 30 ILCS 550/1 *et seq.*
31. The District and/or Bidder's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.
32. Bidder warrants to the District that all construction and related services provided shall be performed in a good workman like manner, in accordance with the terms of the contract documents, and all applicable law, codes, regulations, and other requirements, including safety standards.
33. If at the time the Agreement is executed, or if during the term of the Agreement, there is a period of excessive unemployment in Illinois as defined in the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 *et seq.*, (hereinafter referred to as "the Illinois Workers Act"), Bidder, its consultants, contractors, subcontractors, and agents agree to employ Illinois laborers on this Project in accordance with the Illinois Workers Act. Bidder understands that the Illinois Workers Act defines (a) "period of excessive unemployment" as "as any month following two consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded 5%, as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures", and (b) "Illinois laborer" as "any person who has resided in Illinois for at least thirty (30) days and intends to become or remain an Illinois resident." *See* 30 ILCS 570/1. Bidder understands and agrees that its failure to comply with this provision of the Agreement may result in immediate termination of the Agreement.
34. It is understood and agreed to by the parties that all contracts entered into by a government body, such as the District, are open to public review and may be discussed in open session pursuant to the Illinois Open Meetings Act (5 ILCS 120/1 *et seq.*) and/or may be released pursuant to the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*), any other applicable state or federal law, and/or pursuant to subpoena and/or court order.

35. This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.
36. The District and the Bidder each hereby warrant and represent that their respective signatures set forth below have been and are on the date of this Agreement duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement. Furthermore, Bidder hereby affirms that Bidder is legally authorized to transact business in the State of Illinois.
37. Bidder 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.
38. Bidder 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.

SECTION 5: BID FORMS



MH#4

MH#3

MH#2

MH#1

MH#5

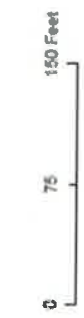
LS

EXISTING SEWER
TREAT PLANT

Kendall County Forest Preserve District
 2024 Hoover Forest Preserve
 "Sewer Main Cured-in-Place Pipe (CIPP) Lining Project
 Invitation to Bid (ITB) Number: 24-07-001
EXHIBIT C
 PAGE ONE OF TWO

Kendall County GIS
 111 West Fox Street - Room 308
 Yorkville, Illinois 60560
 609.553.4212

Hoover Utility Locations



Kendall County Forest Preserve District
 2024 Hoover Forest Preserve
 "Sewer Main Cured-in-Place Pipe (CIPP) Lining Project
 Invitation to Bid (ITB) Number: 24-07-001

EXHIBIT C

PAGE TWO OF TWO

GIS Layer Information (Located and Marked in Field)

Sewer Pipe Lengths (Approx.)	Feet	
First Manhole to Second	403.4	Base Bid
Second Manhole to Third	240.73	
Third Manhole to Fourth	275.73	Alternate A
Fourth Manhole to Fifth	372.92	

Total 1292.78

GIS Coordinates	Degrees Lat/Long
LS Lift Station	-88.4829802; 41.63935456
#1 First Manhole	-88.4830241; 41.6394480
#2 Second Manhole	-88.4816621; 41.6400337
#3 Third Manhole	-88.4808337; 41.6398795
#4 Fourth Manhole	-88.4799613; 41.6400513
#5 Fifth Manhole	-88.4797045; 41.6390417



KENDALL COUNTY FOREST PRESERVE DISTRICT

HISTORIC KENDALL COUNTY COURTHOUSE

110 WEST MADISON STREET

YORKVILLE, IL 60560

August 22, 2024

RE: Addendum #1
Invitation to Bid (ITB) Number: 24-07-001
2024 Hoover Forest Preserve
"Sewer Main Cured-in-Place Pipe (CIPP) Lining Project"

1. During the mandatory pre-bid meeting held on August 15, 2024 at 10:00 am, the following clarifications were communicated for the Scope of Work narrative and Terms and Conditions as stated within the bid specifications (corrections below):

B. SCOPE OF WORK:

The District, seeks a qualified business to provide the following scope of services in accordance with the requirements set forth in this ITB and the Bidding Documents:

1. Jetting and clean out of approximately 1,300 linear feet of 8" sewer main
Exhibit C: Lift Station to Manhole #5
 - a. Scope to be included in base bid.
2. Installation of 650 linear feet of 8" Cured-in-Place-Pipe (CIPP) Liner
Exhibit C: Lift Station (Manhole #1) to Manhole #3
 - a. Scope to be included in base bid.
3. Installation of 650 linear feet of 8" Cured-in-Place-Pipe (CIPP) Liner
Exhibit C: Manhole #2 #3 to Manhole #5
 - a. Scope to be included as "Alternate A"

(Hereinafter referred to collectively as "the Scope of Work" or "the Project").

SECTION 4: TERMS AND CONDITIONS

3. Pursuant to, and as set forth in this Agreement, Bidder will provide the District the following services:

1. Jetting and clean out of approximately 1,300 linear feet of 8" sewer main
Exhibit C: Lift Station to Manhole #5
 - b. Scope to be included in base bid.
2. Installation of 650 linear feet of 8" Cured-in-Place-Pipe (CIPP) Liner
Exhibit C: Lift Station (Manhole #1) to Manhole #3
 - a. Scope to be included in base bid.
3. Installation of 650 linear feet of 8" Cured-in-Place-Pipe (CIPP) Liner
Exhibit C: Manhole #2 #3 to Manhole #5
 - b. Scope to be included as "Alternate A"

2. The District will be responsible for clearing off the cover of Manhole #1 prior to the start of construction.
3. The District will be coordinate and be responsible for the clearing and removal of vegetation for contractor equipment access prior to the start of construction.

Attachment A:

August 5, 2024 E-mail received from Wesley Baker, Bid Manager for Insituform Technologies USA, LLC.

END ADDENDUM #1

Merchant Processing Application and Agreement



Please review the information below and sign if everything looks right. If you have any questions please contact your representative.

SETUP INFORMATION			
Sales Code	REC-CC0923	Application Platform	North

BUSINESS DETAILS			
CONTACT INFORMATION			
First Name	Antoinette	Last Name	White
Email	awhite@kendallcountyil.gov	Phone Number	(630) 553-4025

BUSINESS INFORMATION			
NOTE: Failure to provide accurate information may result in a withholding of merchant funding per IRS regulations. (See Part IV, Section A.4 of your Program Guide for further information.)			
Business Legal Name	County of Kendall	DBA Name	COUNTY OF KENDALL - Kendall County Forest Preserve
Tax Filing Name	County of Kendall	Tax Filing Method	<input checked="" type="checkbox"/> EIN <input type="checkbox"/> SSN
Tax ID (EIN)	XX-XXX6598		
Type of Ownership	<input checked="" type="checkbox"/> Government <input type="checkbox"/> Individual / Sole Proprietor <input type="checkbox"/> LLC <input type="checkbox"/> Non-Profit Org <input type="checkbox"/> Private Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Public Corporation <input type="checkbox"/> Tax Exempt		
Stock Exchange (Only applicable for Public Corporations)	<input type="checkbox"/> NYSE or NASDAQ <input checked="" type="checkbox"/> Other/Not Applicable		Stock Ticker Symbol _____ (NYSE or NASDAQ)
Industry (MCC)	9399 - Government Services (Not Elsewhere Classified)	Business Description	
Industry Options	<input type="checkbox"/> Quasi Cash	Business Start Date	2019-07-18
Website	https://kendallforest.com/	Business Phone	(630) 553-4025

BUSINESS ADDRESS			
Street Address 1	111 West Fox Street		
Street Address 2		City	Yorkville
State	Illinois	ZIP	60560
Country	United States of America		

BUSINESS LEGAL MAILING ADDRESS			
Street Address 1	111 West Fox Street		
Street Address 2		City	Yorkville
State	Illinois	ZIP	60560
Country	United States of America		

OWNER INFORMATION

Please provide the following information for each individual who owns, directly or indirectly, 25% or more of the equity interest of your business, or who have significant responsibility to control, manage, or direct your business.

BUSINESS OWNER INFORMATION			
First Name	Antoinette	Last Name	White
Title	<input type="checkbox"/> CEO <input type="checkbox"/> CFO <input type="checkbox"/> COO <input type="checkbox"/> LLC Member <input type="checkbox"/> Owner <input type="checkbox"/> Partner <input checked="" type="checkbox"/> President <input type="checkbox"/> Secretary <input type="checkbox"/> Treasurer <input type="checkbox"/> Vice President		
% Ownership	0 %	Personal Guarantee	<input type="checkbox"/> Yes
SSN		Date of Birth	
Mobile Phone	(630) 553-4025		
Email	awhite@kendallcountyil.gov		
Street Address 1	111 West Fox Street		
Street Address 2		City	Yorkville
State	Illinois	ZIP	60560
Country	United States of America		

ADDITIONAL BUSINESS OWNER (1)							
First Name	<input type="text"/>	Last Name	<input type="text"/>	Street Address 1	<input type="text"/>		
% Ownership	<input type="text"/>	% SSN	<input type="text"/>	Street Address 2	<input type="text"/>	City	<input type="text"/>
Date of Birth	<input type="text"/>	Mobile Phone	<input type="text"/>	State	<input type="text"/>	ZIP	<input type="text"/>
				Country	<input type="text"/>		

ADDITIONAL BUSINESS OWNER (2)							
First Name	<input type="text"/>	Last Name	<input type="text"/>	Street Address 1	<input type="text"/>		
% Ownership	<input type="text"/>	% SSN	<input type="text"/>	Street Address 2	<input type="text"/>	City	<input type="text"/>
Date of Birth	<input type="text"/>	Mobile Phone	<input type="text"/>	State	<input type="text"/>	ZIP	<input type="text"/>
				Country	<input type="text"/>		

ADDITIONAL BUSINESS OWNER (3)							
First Name	<input type="text"/>	Last Name	<input type="text"/>	Street Address 1	<input type="text"/>		
% Ownership	<input type="text"/>	% SSN	<input type="text"/>	Street Address 2	<input type="text"/>	City	<input type="text"/>
Date of Birth	<input type="text"/>	Mobile Phone	<input type="text"/>	State	<input type="text"/>	ZIP	<input type="text"/>
				Country	<input type="text"/>		

ADDITIONAL BUSINESS OWNER (4)							
First Name	<input type="text"/>	Last Name	<input type="text"/>	Street Address 1	<input type="text"/>		
% Ownership	<input type="text"/>	% SSN	<input type="text"/>	Street Address 2	<input type="text"/>	City	<input type="text"/>
Date of Birth	<input type="text"/>	Mobile Phone	<input type="text"/>	State	<input type="text"/>	ZIP	<input type="text"/>
				Country	<input type="text"/>		

BANKING AND PROCESSING

DEPOSIT AND WITHDRAWAL BANK ACCOUNT			
Bank Name	<input type="text"/>		
Account Type	<input type="checkbox"/> Checking <input type="checkbox"/> Savings		
Routing Number	<input type="text"/>	Account Number	<input type="text"/>

PROCESSING VOLUME	
Average Monthly Card Volume	\$ <input type="text"/> / month
Average Transaction Amount	\$ <input type="text"/>

PRODUCT / SERVICE DELIVERY WINDOWS
On average, Products / Services are delivered in
<input checked="" type="checkbox"/> Same Day <input type="checkbox"/> 0-7 Days <input type="checkbox"/> 8-14 Days <input type="checkbox"/> 15-30 Days <input type="checkbox"/> 30+ Days

MODE OF TRANSACTION	
In Person	<input type="text"/> 100 %
Telephone	<input type="text"/> %
Online	<input type="text"/> 0 %
Must total 100%	

THIRD PARTY PROVIDER	
Do you use any third party provider (TPP) to store, process or transmit cardholder data? (Examples include but are not limited to web hosting companies, Electronic Data Capture, Loyalty programs, software)	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If so, please provide third party provider information:	
TPP Name	<input type="text"/>
TPP Email	<input type="text"/>
TPP Phone	<input type="text"/>

EQUIPMENT

NEW ORDERS				
Product Name	Network	Qty	Price *	Frequency
CardPointe Gateway (RapidConnect North)	Cardnet	1	-	-
CardPointe Integrated (US) - Mini 3	-	2	\$ 699	One Time
			\$	
			\$	
			\$	

Clover Menu Requested * Price does not include tax and shipping & handling.

SHIP EQUIPMENT TO			
Ship To Attention	Antoinette White	Ship To Email	awhite@kendallcountyil.gov
Street Address 1	111 West Fox Street		
Street Address 2		City	Yorkville
State	Illinois	ZIP	60560
Country	United States of America		

MERCHANT SERVICES

PAYMENTS ACCEPTED	DISCOVER
<input type="checkbox"/> American Express Opt Blue <input type="checkbox"/> Discover Full ACQ <input type="checkbox"/> Mastercard <input type="checkbox"/> Visa	Discover Program <input checked="" type="checkbox"/> Discover Full ACQ <input type="checkbox"/> Discover EASI Discover EASI SE <input type="text"/> Discover Industry Options <input type="checkbox"/> Enable Incremental Authorizations <input type="checkbox"/> Debt Repayment Program
AMERICAN EXPRESS Amex Program <input checked="" type="checkbox"/> Amex OptBlue <input type="checkbox"/> Amex ESA Amex ESA SE <input type="text"/> IATA/ARC Number <input type="text"/>	

PRICING INFORMATION

PRICING	
Discount Frequency <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Daily	Funding Rollup <input type="checkbox"/> Net Fees and Deposits <input checked="" type="checkbox"/> Separate Fees and Deposits <input type="checkbox"/> Individual Batches

DUES & ASSESSMENTS

Dues & Assessments

In addition to the fees described in this Merchant Application and Agreement, you must pay us all Card Organization Charges. "Card Organization Charges" means all fees, charges, liabilities, or obligations that a Card Organization imposes on us (1) in connection with your acceptance of its payment types, (2) in connection with the transactions processed under your MID, (3) as a result of your acts or omissions, or (4) as a result of the acts or omissions of others that act on your behalf or that provide services to you. Card Organization Charges are not subject to the consequential damages exclusion in Section 28 of the Program Guide and include but are not limited to: assessments (including but not limited to dues, issuer reimbursements, fines, penalties, and fraud recovery losses); fees established by the Card Organizations (including but not limited to access fees, switch fees, and file fees); adjustments; and Chargebacks.

PROGRAM

Merchant Surcharge Program

A Surcharge is an additional fee that you add to relevant transactions as permitted by the Card Organization Rules and applicable laws (together, Applicable Laws). By choosing to assess a Surcharge and participate in this "Merchant Surcharge Program" (MSP), you agree that you are solely responsible for: (1) complying with all Applicable Laws and the Your Payments Acceptance Guide (which is contained in your Program Guide); (2) properly and clearly disclosing the existence and amount of any Surcharge to Cardholders in accordance with Applicable Laws; and (3) ensuring any Surcharge you add to a transaction does not exceed the limit provided in the Card Organization Rules. MSP is provided to you only by Processor and not by Bank.

You also agree that: (1) you are assessing a Surcharge on Cardholders for certain Credit Card transactions in an amount equal to the Surcharge Rate reflected below; (2) you will pay us the Discount Fees for Credit Card and Debit Card transactions on gross sales for all of the transactions that you submit (without reduction for refunds, returns, or chargebacks); (3) you will pay us the Transaction Fee (the fixed charge per transaction reflected below for each Debit Card transaction) for each sale and refund that you submit, as well as any other fees or charges reflected in this merchant processing agreement and which are not replaced by the MSP; (4) you will not assess a Surcharge for the portion of the transaction that is tip on paper, and you will be responsible to pay us the Discount Fee for the gross amount of all tips on paper; (5) you will be responsible to refund Cardholders any Surcharge you assess in the amount billed on such transaction; (6) you will not assess a Surcharge for card not present transactions on cardholders whose billing ZIP code corresponds to states or US territories where Surcharging is prohibited by Applicable Law (including but not limited to, Connecticut, Massachusetts, Puerto Rico), you will be responsible to pay us the Discount Fee for such transactions, and you will comply with Applicable Laws any time you apply the MSP; and (7) we may change or cancel this Merchant Surcharge Program upon notice to you. We disclaim all warranties regarding the MSP; it is provided to you on an "as-is, with all faults" basis. Your use of the MSP does not: (1) guarantee compliance with any laws, Card Organization Rules, or applicable standards (including the PCI DSS), (b) affect your obligation to comply with laws, Card Organization Rules, and applicable standards (including the PCI DSS), or (3) guarantee protection against a Data Incident.

Visa Credit Card Discount Fee	2.9126	%	Consumer Surcharge Rate Billed by Merchant	3.00	%
Mastercard Credit Card Discount Fee	2.9126	%	Debit Card Transaction Fee	\$ 0.25	/ Each
Discover Credit Card Discount Fee	2.9126	%			
Amex Credit Card Discount Fee	2.9126	%			
Debit Card Discount Fee	1.25	%			

TIERED

Discount Fees	Credit	Non-PIN Debit	Discount Fees	Credit	Non-PIN Debit
Visa Qualified	%	%	Discover Qualified	%	%
Visa Mid-Qualified	%	%	Discover Mid-Qualified	%	%
Visa Non-Qualified	%	%	Discover Non-Qualified	%	%
Mastercard Qualified	%	%	Amex Qualified	%	
Mastercard Mid-Qualified	%	%	Amex Mid-Qualified	%	
Mastercard Non-Qualified	%	%	Amex Non-Qualified	%	

INTERCHANGE PLUS

Pass Through Interchange — You will be charged the applicable interchange rate from Mastercard, Visa, Discover and American Express as well as the Discount Fees listed below. Interchange Rates are variable and are determined by how your transactions clear, and are subject to change.

Passthrough Interchange Costs Gross Interchange Net Interchange

Discount Fees	Credit / Non-PIN Debit
Visa Qualified	%
Mastercard Qualified	%
Discover Qualified	%
Amex Qualified	%

BILL BACK

Non-Qualified Surcharge Fee (excluding interchange pass-through fees, see Section 26.1) Applies to Non-qualified MC, Visa, Discover, American Express OptBlue Credit and/or Non-PIN Debit Transactions.

	%	
Discount Fees	Credit	Non-PIN Debit
Visa Qualified	%	%
Mastercard Qualified	%	%
Discover Qualified	%	%
Amex Qualified	%	

SWIPED/NON-SWIPED

(If selected, the discount fees below apply to all payment types and brands accepted unless otherwise noted in this agreement)

Swiped or Dipped Discount Fee (% of gross transactions)	2.5	%
Swiped or Dipped Transaction Fee	\$ 0.10	
Non-Swiped or Non-Dipped Discount Fee (% of gross transactions)	3.1	%
Non-Swiped or Non-Dipped Transaction Fee	\$ 0.10	

FLAT RATE

Discount Fees	Credit / Non-PIN Debit
Visa Qualified	%
Mastercard Qualified	%
Discover Qualified	%
Amex Qualified	%

AUTHORIZATION & TRANSACTION FEES		
Authorization Fees (All Card Types)	\$ 0.00	/ Each
ACH Batch Fee	\$ 0.00	/ Each
Voice Authorization Fee	\$ 0.00	/ Each
Address Verification Fee (AVS)	\$ 0.00	/ Each
Transaction Fees (All Card Types)**	\$	/ Each

**Transaction Fees (All Card Types) and Gateway Transaction Fee will be added together and billed on your merchant statement as "Trans Fee".

PIN DEBIT	
Discount Fee	%
Transaction Fee	\$ / Each

CLOVER FEES	
Clover Platform Fee	\$ 0.00 / Monthly

EBT	
FNS#	
Transaction Fee	\$ / Each

VOYAGER	
Authorization Fee	\$ / Each
Sales Discount	%

WRIGHT EXPRESS	
Discount Fee	%
Transaction Fee	\$ / Each
Chargeback Fee	\$ / Each
Retrieval Fee	\$ / Each

CARDPOINTE AND GATEWAY FEES	
Setup Fee	\$ 0.00 (One Time)
CardPointe Monthly Platform Fee	\$ 0.00 / Monthly
Gateway Monthly Fee	\$ 0.00 / Monthly
Gateway Transaction Fee**	\$ 0.00 / Each

**Gateway Transaction Fee and Transaction Fees (All Card Types) will be added together and billed on your merchant statement as "Trans Fee".

TRANSARMOR	
<input type="checkbox"/> TransArmor Data Protection	
TransArmor Monthly Fee	\$ / Monthly

MONTHLY AND MISCELLANEOUS FEES			
Application Fee	\$ 0.00 (One Time)	Regulatory Product Fee	\$ 0.00 / Monthly
Minimum Processing Fee	\$ 0.00 / Monthly	PCI Non-Compliance Fee	\$ 0.00 / Monthly
DDA Rejects	\$ 15.00 / Each	Wireless Fee	\$ 0.00 / Monthly
Statement Fee	\$ 0.00 / Monthly	Wireless Activation Fee	\$ 0.00 (One Time)
Chargeback Fee	\$ 15.00 / Each	PCI Annual Fee	\$ 0.00 / Annual
Retrieval Fee	\$ 0.00 / Each	PCI Concierge Monthly Fee	\$ / Monthly
Annual Membership Fee	\$ 0.00 / Annual		

CONFIRMATION

EARLY TERMINATION FEE

The initial term of this Agreement is three years from the date of your approval by our Credit Department (the Initial Term). If you terminate this Agreement before the end of the then current term or otherwise stop processing your transactions with us, you will be charged this Early Termination Fee. After the Initial Term, subject to Part IV, Section A.3, this Agreement shall automatically extend for an additional period of one year each (each an Extended Term).

Early Termination Fee

\$ 0.00

Client Initials

PERSONAL GUARANTEE

In exchange for CardConnect LLC, Wells Fargo Bank, N.A., (a member of Visa USA, Inc. and Mastercard International, Inc.), and TeleCheck Services, LLC (the Guaranteed Parties) acceptance of, as applicable, the Agreement, and/or the Equipment Agreement and/or the TeleCheck/TRS Solutions Agreement, the undersigned unconditionally and irrevocably guarantees the full payment and performance of Client's obligations under the foregoing agreements, as applicable, as they now exist or as modified from time to time, whether before or after termination or expiration of such agreements and whether or not the undersigned has received notice of any amendment of such agreements. The undersigned waives notice of default by Client and agrees to indemnify the Guaranteed Parties for any and all amounts due from Client under the foregoing agreements. The Guaranteed Parties shall not be required to first proceed against Client to enforce any remedy before proceeding against the undersigned. This is a continuing personal guaranty and shall not be discharged or affected for any reason. The undersigned understands that this is a Personal Guaranty of payment and not of collection and that the Guaranteed Parties are relying upon this Personal Guaranty in entering into the foregoing agreements, as applicable.

Signature

Date

AGREEMENT APPROVAL

Client certifies that all information set forth in this completed Merchant Processing Application is true and correct and that Client has received a copy of the Program Guide and Confirmation Page, which is part of this Merchant Processing Application, and by this reference incorporated herein. Client acknowledges and agrees that we, our Affiliates and our third party subcontractors and/or agents may use automatic telephone dialing systems to contact Client at the telephone number(s) Client has provided in this Merchant Processing Application and/or may leave a detailed voice message in the event that Client is unable to be reached, even if the number provided is a cellular or wireless number or if Client has previously registered on a Do Not Call list or requested not to be contacted Client for solicitation purposes. Client hereby consents to receiving commercial electronic mail messages from us, our Affiliates and our third party subcontractors and/or agents from time to time. Client further agrees that Client will not accept more than 20% of its card transactions via mail, telephone or Internet order. However, if your Application is approved based upon contrary information stated in Banking and Processing section above, you are authorized to accept transactions in accordance with the percentages indicated in that section. This signature page also serves as a signature page to the TeleCheck Solutions Agreement appearing in the Third Party Section of the Program Guide, if selected, the undersigned Client being "You" and "Your" for the purposes of the TeleCheck Solutions Agreement.

By signing below, each of the undersigned authorizes us, our Affiliates and our third party subcontractors and/or agents to verify the information contained in this Application and to request and obtain from any consumer reporting agency and other sources, including bank references, personal and business consumer reports and other information and to disclose such information amongst each other for any purpose permitted by law. If the Application is approved, each of the undersigned also authorizes us, our Affiliates and our third party subcontractors and/or agents to obtain subsequent consumer reports and other information from other sources, including bank references, in connection with the review, maintenance, updating, renewal or extension of the Agreement or for any other purpose permitted by law and disclose such information amongst each other. Each of the undersigned furthermore agrees that all references, including banks and consumer reporting agencies, may release any and all personal and business credit financial information to us, our Affiliates and our third party subcontractors and/or agents. Each of the undersigned authorizes us, our Affiliates and our third party subcontractors and/or agents to provide amongst each other the information contained in this Merchant Processing Application and Agreement and any information received subsequent thereto from all references, including banks and consumer reporting agencies for any purpose permitted by law. It is our policy to obtain certain information in order to verify your identity while processing your account application.

As part of our approval, processing services, continuing fraud prevention and account review processes, the undersigned consents to the use of information gathered online or that you submit to us, and/or automated electronic computer security screening, by us or our third party vendors.

Client authorizes FDMS and Bank and their affiliates to debit Client's designated bank account via Automated Clearing House (ACH) for costs associated with equipment hardware, software and shipping.

You further acknowledge and agree that you will not use your merchant account and/or the Services for illegal transactions, for example, those prohibited by the Unlawful Internet Gambling Enforcement Act, 31 U.S.C. Section 5361 et seq, as may be amended from time to time, or processing and acceptance of transactions in certain jurisdictions pursuant to 31 CFR Part 500 et seq, and other laws enforced by the Office of Foreign Assets Control (OFAC). To help the government fight the funding of terrorism and money laundering activities, Services obtain, verify, and record certain information including your full name, physical address, and any other information needed for identity verification purposes while processing this MPA, as described in the USA Patriot Act.

Client certifies, under penalties of perjury, that the federal taxpayer identification number and corresponding filing name provided herein are correct. Client agrees to all the terms of this Merchant Processing Application and Agreement. This Merchant Processing Application and Agreement will not take effect until Client has been approved and this Agreement has been accepted by Processor and Bank. Acceptance by Processor and Bank will occur upon the earlier of the execution of this Merchant Processing Application and Agreement by Processor and Bank, or the commencement of the provision of the Services by Processor and Bank.

SIGN YOUR AGREEMENT

Signature

Date

CARDCONNECT LLC

Application Approved By:

Signature

Title

Date

WELLS FARGO BANK N.A. (A MEMBER OF VISA USA, INC. AND MASTERCARD INTERNATIONAL, INC.)

By: First Data Merchant Services LLC, pursuant to a limited power of attorney

Signature

PROCESSOR INFORMATION

Name	CardConnect LLC
Address	1000 Continental Drive, Suite 300, King of Prussia PA, 19406
URL	www.cardconnect.com
Customer Service (Phone)	1-877-828-0720

Kendall County Forest Preserve District
 FY 24-25 Fees and Charges
 September 4, 2024 - Proposed Changes

Description	Type	Security Deposit	Current Rates Schedule	Proposed Rate Increases
Historic Courthouse Meeting Room and Courtroom Rentals				
East Conference Room	Meeting room	\$100	\$20/hr. resident; \$30/hr. non-resident	
Upper Conference Room	Meeting room	\$100	\$20/hr. resident; \$30/hr. non-resident	
Historic Courtroom	Courtroom	\$100	\$40/hr. resident; \$60/hr. non-resident	
Forest Preserve Shelter, Bunkhouse, and Campsite Rentals				
Richard Young FP	Shelter	N/A	\$60/resident; \$85/non-resident	\$65/resident; \$90/non-resident
Jay Woods FP	Shelter	N/A	\$60/resident; \$85/non-resident	\$65/resident; \$90/non-resident
Subat FP	Shelter	N/A	\$60/resident; \$85/non-resident	\$65/resident; \$90/non-resident
Harris FP	Shelter	N/A	\$60/resident; \$85/non-resident	\$65/resident; \$90/non-resident
Harris - Shelter 1 and 4 (combined)	Shelters 1 and 4	N/A	\$100/resident; \$125/non-resident (combined only)	
Harris FP	Shelters 1 and 4 - 5-day	N/A	\$500 for weekday rental	
Pickerrill-Pigott Forest Preserve	Shelter	N/A	\$60/resident; \$85 non-resident	
Shelter Rental for Groups over 100*	Shelter	N/A	\$25 per shelter rental for group sizes greater than 100 people	
Shelter or Group Campsite Rescheduling Fee	Shelters and Campsites	N/A	\$25 (Within 1-Calendar Year of Event Date and Reschedule within 30-days Only)	
Hoover FP	Bunkhouse	\$100 per Bunkhouse Rental	\$180/resident; \$240/non-resident	\$190/resident; \$250/non-resident
Bunkhouse Rescheduling Fee	Bunkhouse		\$50 (Within 1-Calendar Year of Event Date and Reschedule within 30-days Only)	
Hoover FP - Campsite and Bunkhouse Non-Emergency Call-out Fee (8 pm to 8 am)*	Bunkhouse and Group Campsite Rentals	N/A	\$40 charge for non-emergency callouts between 8 pm and 8 am the following day	
Hoover FP	Group campsite	N/A	\$65/resident; \$85/non-resident	\$70/resident; \$90/non-resident
Hoover FP	Family campsite	N/A	\$20/resident; \$30/non-resident	\$25/resident; \$35/non-resident
Harris FP	Horse Arena	N/A	\$100 per day	
Firewood Bundles	Firewood	N/A	\$25 per bundle	
General Use Ordinance Special Use Permits				
Special Event Permit Fees	Permit Fee	N/A	\$75 / \$200 / \$300 Assigned Fee	
White-Tailed Deer Bow Hunt CWD Permits				
Bow Hunt Season Permit	Permit Fee	N/A	\$250 R / \$350 NR	
Bow Hunt Weekend Permit	Permit Fee	N/A	\$50 R / \$100 NR	
Hoover - Meadowhawk Lodge Rental				
Friday, Saturday & Sunday (Weddings/Receptions/Spec. Events)	Meadowhawk Lodge	50% of total cost	\$2,000 (8 am to 10 pm)	
Weekend - other events	Meadowhawk Lodge	50% of contracted time	\$110/hr resident - \$130/hr non-resident (3-hr. min.)	
Weekday - other events	Meadowhawk Lodge	50% of contracted time	\$75/hr residents - \$90/hr non-resident (3-hr. min.)	
Meadowhawk Lodge Package (weekdays only)	Meadowhawk Lodge & Bunkhouses	\$100 per Bunkhouse Rental	Bunkhouse: \$180/resident; \$240/non-resident Meadowhawk Lodge: \$250	Bunkhouse: \$190/resident; \$250/non-resident Meadowhawk Lodge: \$300
Not-for-Profit and Government Rate	Meadowhawk Lodge	50% of contracted time	10% (May-Oct)-10% (Nov - Apr) discount	
Client Set-up / Clean-up Time	Meadowhawk Lodge	N/A	\$15 per hour for each hour of set-up / clean-up	
Set-up / Clean-up by District (optional)	Meadowhawk Lodge	N/A	\$100 (up to 50 guests) / \$150 (over 51 guests)	
Event Host (For Hourly Events w Alcohol Service)	Meadowhawk Lodge	N/A	\$100 per event	
Meadowhawk Lodge Rescheduling Policy Fee	Meadowhawk Lodge	N/A	\$100 (Within 1-Calendar Year of Event Date and Reschedule within 30-days Only)	
Sound System	Meadowhawk Lodge	N/A	\$25 per rental event	

Description	Type	Security Deposit	Current Rates Schedule	Proposed Rate Increases
Pickerrill-Pigott - Ken Pickerrill Estate House Rental				
Friday, Saturday & Sunday (Weddings/Receptions/Spec. Events)	House, Patio, Shelter	50% of total cost	\$2,500 (8 am - 10 pm)	
Weekend - other events	House, Patio, Shelter	50% of contracted time	\$125/hr resident - \$150/hr non-resident	
Pickerrill House	House, Patio, Shelter	50% of contracted time	\$80/hr residents - \$105/hr non-resident	
Not-for-Profit and Government Rate	House/Meeting Space	50% of contracted time	\$100/hr resident; \$120/hr non-resident	
Client Set-up / Clean-up Time	House, Patio, Shelter	N/A	10% (May-Oct) - 10% (Nov - Apr) discount	
Set-up / Clean-up by District (optional)	House, Patio, Shelter	N/A	\$15 per hour for each hour of set-up / clean-up	
Event Host (For Hourly Events w Alcohol Service)	House, Patio, Shelter	N/A	\$100 (up to 50 guests) / \$150 (over 51 guests)	
Pickerrill Estate House Rescheduling Policy Fee	House, Patio, Shelter	N/A	\$100 per event	
Sound System	House, Patio, Shelter	N/A	\$100 (Within 1-Calendar Year of Event Date and Reschedule within 30-days Only)	
Baker Woods - Ellis House Rental				
Friday, Saturday & Sunday (Weddings/Receptions/Spec. Events)	Ellis House/Grounds	\$1,000	\$2,100	
Saturday (wedding)	Ellis House/Grounds	\$1,000	\$2,100	
Weekday and Weekend House and Grounds - Other Events	Ellis House/Grounds	50% of contracted time	\$150/hr	
Weekday & Weekend other events (House)	Ellis House	50% of contracted time	\$75/hr	\$80/hr
Weekday & Weekend Classroom	Ellis Classroom	50% of contracted time	\$50/hr	
Not-for-Profit and Government Rate	Ellis House	N/A	10% (May-Oct) discount - 10% (Nov - Apr) discount	
Ellis House and Grounds Event Rescheduling Policy Fee	Ellis House /Grounds/ Classroom	N/A	\$100 (Within 1-Calendar Year of Event Date and Reschedule within 30-days Only)	
Client Set-up / Clean-up Time	Ellis House/Grounds	N/A	\$15 per hour for each hour of set-up / clean-up	
Event Host (For Hourly Events w Alcohol Service)	Ellis House/Grounds	N/A	\$100 per event	
Set-up / Clean-up (optional)	Ellis House/Grounds	N/A	\$300 setup and clean-up	
Firewood	Ellis House	N/A	\$30	
Preferred Catering Program	Ellis House	\$200 First-Time Security Deposit	\$150 annual fee	
Wedding Rental - Promotional Package				
Ellis House or Meadowhawk Lodge Rental	Ellis House / Meadowhawk Lodge	50% of contracted time	50% discount off the hourly rental fees at Ellis House or Meadowhawk Lodge with a Wedding, Reception or Special Event rental purchase at either facility	

<u>Description</u>	<u>Type</u>	<u>Security Deposit</u>	<u>Current Rates Schedule</u>	<u>Proposed Rate Increases</u>
Ellis Equestrian Center - Lessons				
Beginner Rider Lessons (Single Lesson)	Public Program	N/A	Resident: \$58 / Non-Resident: \$67	
Beginner Rider Lessons (5-Lesson Package)	Public Program	N/A	Resident: \$230 / Non-Resident: \$265	
Beginner Rider Semi-Private (Single Lesson)	Public Program	N/A	Resident: \$46 / Non-Resident: \$53	
Beginner Rider Semi-Private (5-Lesson Package)	Public Program	N/A	Resident: \$180 / Non-Resident: \$215	
Lead Line Lessons (Single Lesson)	Public Program	N/A	Resident: \$33 / Non-Resident: \$37	
Lead Line Lessons (5-Lesson Package)	Public Program	N/A	Resident: \$140 / Non-Resident: \$160	
Pony Club (Apr-June; July-Sept; Oct-Dec)	Public Program	N/A	\$150 Per Session (Non-Lesson Student) / \$125 (Concurrent Lesson Enrollment)	
Pony Club (Jan-Mar)	Public Program	N/A	\$75 Per Session (Non-Lesson Student) / \$65 (Concurrent Lesson Enrollment)	
Ellis Equestrian Center - Camps				
Parent and Tot Day Camp	Camp Program	N/A	Resident: \$66 / Non-Resident: \$72	
Pony 2-Overnight/3-Day Camp Experience	Camp Program	N/A	Resident: \$475 / Non-Resident: \$525	
3-Day Pony Camp	Camp Program	N/A	Resident: \$260 / Non-Resident: \$270	
Ellis Equestrian - Center Birthdays Parties				
Ellis Horse & Pony Birthday Parties	Public Program	\$100 at time of reservation applied to total cost	Resident: \$250 + \$25 for each child over 10 - Non-Resident: \$260 + \$26 for each child over 10	
Ellis Equestrian Center - Other				
Group Adventure Tours (1-Hour)	Public Program	50% of total cost	Resident: \$85 max 6 pp + \$14 for each add'l pp / Non-Resident: \$85 max 6 pp + \$14 for each add'l pp	
Cub Scout and Girl Scout Badge Programs	Public Program	\$100 at time of reservation applied to total cost	Resident: \$250 for up to 10 pp - \$25 per for each add'l - Non-Resident: \$260 for up to 10 pp - \$26 per for each add'l	
Equestrian Center Field Trip Programs	School Program	50% of total cost	\$12 per student (Min: 10)	
Hay Wagon Ride /Horseshoe Craft/Ellis Patch Options	Public Program	N/A	\$4 per person	
Face Paint Option	Public Program	N/A	\$3 per person	
Pony Ride Add On Option	Public Program	N/A	\$10 per person	
Environmental Education Birthday Party, Announced Nature, Scout and Senior Programs				
Cub Scout and Girl Scout Badge Programs	Scout Program	N/A	\$8 per scout (minimum \$64 program fee)	
Nature-themed Birthday Parties	Public Program	N/A	\$175 (1-15); \$200 (16-30)	
Bunkhouse Package Discount	Scout Program	N/A	R \$140 per night/NR \$200 per night NR	
Group Campsite Package Discount	Scout Program	N/A	R \$35 per night/NR \$55 per night	
Canoe Trips	Public Program	N/A	\$30 per person	
Programs for Seniors	Public Program	N/A	\$70 per 1-Hour Program	
Environmental Education School Programs (2-3 Hour Onsite Field Trips)				
Nature Play and other Pre-School	Preschool Program	N/A	\$7 per student	
Animal Adaptations - Bird Beaks	School Program	N/A	\$7 per student (Min. 18)	
Biomimicry	School Program	N/A	\$7 per student (Min. 18)	
Bugfest	School Program	N/A	\$7 per student (Min. 18)	
Diversity of Life - Plants and Animals	School Program	N/A	\$7 per student (Min. 18)	
Fossils of Illinois	School Program	N/A	\$7 per student (Min. 18)	
Ecology and Ecosystems of Illinois	School Program	N/A	\$7 per student (Min. 18)	
Maple Syrup	School Program	N/A	\$7 per student (Min. 18)	
Native Americans	School Program	N/A	\$7 per student (Min. 18)	
Reptiles versus Amphibians	School Program	N/A	\$7 per student (Min. 18)	
Seed Dispersal	School Program	N/A	\$7 per student (Min. 18)	
Teeth (Early and Late Elementary)	School Program	N/A	\$7 per student (Min. 18)	
Wetlands Study (Late Elementary)	School Program	N/A	\$7 per student (Min. 18)	
Special Requests	School Program	N/A	\$7 per student (Min. 18)	
Kendall County Oak Ecosystems (Natural Areas Mgmt.)	School Program	N/A	\$10 per student (Min. 18)	
Wetlands Program	School Program	N/A	\$10 per student (Min. 18)	

Environmental Education School Programs (1-Hour Onsite Field Trips or In-School Outreach)

Description	Type	Security Deposit	Current Rates Schedule
Nature Play and other Pre-School	Preschool Program	N/A	\$80.00 per classroom; \$65.00 each add'l class
Animal Adaptations - Bird Beaks	School Program	N/A	\$80.00 per classroom; \$65.00 each add'l class
Biomimicry	School Program	N/A	\$80.00 per classroom; \$65.00 each add'l class
Bugfest	School Program	N/A	\$80.00 per classroom; \$65.00 each add'l class
Diversity of Life - Plants and Animals	School Program	N/A	\$80.00 per classroom; \$65.00 each add'l class
Fossils of Illinois	School Program	N/A	\$80.00 per classroom; \$65.00 each add'l class
Ecology and Ecosystems of Illinois	School Program	N/A	\$80.00 per classroom; \$65.00 each add'l class
Native Americans	School Program	N/A	\$80.00 per classroom; \$65.00 each add'l class
Reptiles versus Amphibians	School Program	N/A	\$80.00 per classroom; \$65.00 each add'l class
Seed Dispersal	School Program	N/A	\$80.00 per classroom; \$65.00 each add'l class
Teeth (Early and Late Elementary)	School Program	N/A	\$80.00 per classroom; \$65.00 each add'l class
Wetlands Study (Late Elementary)	School Program	N/A	\$80.00 per classroom; \$65.00 each add'l class
Special Requests	School Program	N/A	\$80.00 per classroom; \$65.00 each add'l class
Kendall County Oak Ecosystems (Natural Areas Mgmt.)	School Program	N/A	\$80.00 per classroom; \$65.00 each add'l class
Wetlands Program	School Program	N/A	\$80.00 per classroom; \$65.00 each add'l class

Environmental Education Camp Programs

Description	Type	Security Deposit	Current Rates Schedule
Winter and Spring Break Camp	Camp Program	N/A	\$110.00
1-Day Summer Camp	Camp Program	N/A	\$45.00
Camp for Ages 1-3 Years	Camp Program	N/A	\$45.00
Camp for Ages 4 through Kindergarten	Camp Program	N/A	\$220.00
Camp for Grades 1 through 3	Camp Program	N/A	\$220.00
Camp for Grades 4 through 6	Camp Program	N/A	\$220.00
Camp for Grades 7 through 9	Camp Program	N/A	\$240.00
NatureQuest	Camp Program	N/A	\$15 (group size 1-5) / \$25 (group size 6-10)
Laws of Nature Family Exploration	Family Program	N/A	\$35 (1-5 part.) / \$55 (6-9 part.)
Summer Family Adventures - 1-Hour Program	Family Program	N/A	\$55 (1-5 part.)/\$75 (6-9 part.)
Summer Family Adventures - 2-Hour Program	Family Program	N/A	\$80 (1-5 part.)/\$100 (6-9 part.)
Summer Family Adventures - Full Moon Adventures	Family Program	N/A	\$360.00
Afternoon Adventures	After School Program	N/A	\$70.00
After-school Enrichment (Various Titles/Age Groups)	After School Program	N/A	\$220.00
Counselor in Training	Camp Program	N/A	\$220.00

Environmental Education - Natural Beginnings

Description	Type	Security Deposit	Current Rates Schedule
Registration Fee	Preschool Program	N/A	150 + 10% non-refundable tuition applied to 4th quarterly payment
Late Payment Fee	Preschool Program	N/A	\$15 after 5-Day Grace Period
3-Day Sessions	Preschool Program	N/A	\$2,400
2-Day Sessions	Preschool Program	N/A	\$1,800

All credit card payments are charged a 2.5% transaction fee (3.5% effective 12/01/2024).

Kendall County Forest Preserve District

110 West Madison St., Yorkville, IL 60560

(630) 553-2292 or E-mail: KCFPDeducation@kendallcountyil.gov

School Programs - Reservation Invoice

School Name:	_____			
Address:	_____			
Phone:	_____			
Contact Teacher(s) Name:	_____			
Contact Teacher(s) Email:	_____			
Field Trip Date:	_____	Grade Level / Number of Students:	_____	
Time of Field Trip:	_____	Number of Classes:	_____	
Date Invoice Sent:	_____	Location:	Hoover	Harris
				In-School

Program Selection(s)

Grade Level	Selection	Program Name	Cost per Student (Field Trip)	Cost per Classroom (In-School)
Pre-K		Nature Play!	\$7.00 per student	\$80.00 first program; \$65 for each add'l class
Kindergarten through Second Grade		Animals in Winter	\$7.00 per student (18 student charge minimum)	\$80.00 first program; \$65 for each add'l class
		Reptiles & Amphibians		
		Teeth - Carnivores, Omnivores & Herbivores		
		Biomimicry		
		Bug Fest		
		Seed Dispersal - Zoochory		
Third through Fifth Grade		Animal Adaptations - Bird Beaks	\$7.00 per student (18 student charge minimum)	\$80.00 first program; \$65 for each add'l class
		Teeth - Herbivores, Carnivores & Omnivores		
		Native Americans (Hoover FP)		
		Fossils of Illinois		
		Ecology & Ecosystems (Harris FP)		
		Wetlands Study		
All Elementary Grades		Making Maple Magic (Hoover FP)	\$7.00 per student (18 student charge minimum)	N/A
Middle & High School		Natural Areas Management	\$10.00 per student (18 student charge minimum)	\$80.00 first program; \$65 for each add'l class
		Wetlands of Illinois		

Payment Instructions - (A signed Reservation Invoice is required from the school)

Amount Due (Total for Field Trip Program):	Payment Due Date:
Amount Due (Total for In-School Program(s)):	

Check or credit cards are accepted. For credit card payments*, please fill out attached credit card payment form.

Payments: (A 2.5% Processing Fee will be Applied to all Credit Card Payments (Credit Card Payment Form Attached))

Mailing Address: Kendall County Forest Preserve, 110 W. Madison St., Yorkville, IL 60560

I have read and agree to the Field Trip Policy as stated in our "Education Department Field Trip Policies" Document (A signed invoice is required from the school)

Signature of Contact required: _____ **Date:** _____

(For Office use only)

Date of Payment:	Payment Type:	Amount:
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Credit Card Payment Form

(A 2.5% Processing Fee will be Applied to the Total Amount Due)

Name:

Event Date:

Reservation Fee:

Name on card:

Billing address:

City:

State & Zip:

Card type (check one):

Visa

MasterCard

Discover

Card number:

Security Code (on back):

Expiration Date:

I authorize Kendall County Forest Preserve District to charge my credit card the amount indicated on the dates as noted.

Signature:

Kendall County Forest Preserve District Education Department Field Trip Policies

1. Dates for field trips are offered on a first-come, first-serve basis. Booking well in advance of your field trip is highly recommended. September, October, April, and May are the busiest times of the year.
2. Payments can be made with check or credit card. Credit Card payments can be made in person or over the phone. The District charges an additional 2.5% fee for all credit card payments (3.5% for all credit card payments after December 1, 2024). Check payments are made payable to Kendall County Forest Preserve District and mailed to KCFPD – Accounts Receivable, 110 W. Madison St., Yorkville, IL 60560.
3. Payment must be received at least thirty days prior to the event. Failure to receive payment two weeks prior to the event may result in cancellation of your reservation. A signed invoice is required and must be returned to the Forest Preserve by the school/agency to confirm a reservation.
4. For field trips taking place within a forest preserve location, a minimum fee will be charged based on 18-students attending multiplied by the per student field trip fee (Pre-K field trip programs excepted). Program fees will not be reduced or refunded if less students attend. If student field trip participation exceeds participation on the registration invoice, a supplemental payment is due to the District on the program date.
5. For in-school programs, the invoice will be based on a charge of \$80.00 for the first classroom plus \$65.00 for each additional classroom added for each program date. Cost is not based on student attendance. The maximum number of students per individual classroom is 35.
6. Cancellations:
 - a. More than thirty days prior to the field trip: Full refund
 - b. Less than thirty days prior to the field trip: No refund
 - c. Field trips will be cancelled when there are thunderstorms or severe weather warnings. We will conduct a field trip if there is rain. Please come prepared with appropriate weather-related clothing (i.e., ponchos, rain gear, etc.). If the Forest Preserve cancels a field trip, we will make every effort to re-schedule. If there is not a date that will work for both parties, a full refund will be given.
7. Adult chaperone to child ratio: For school groups and organized youth groups, the District requires the same ratio as your sponsoring organization. A 1:6 ratio is recommended for students ages 3 through 8. A 1:10 ratio is recommended for students ages 8 through 18. Adult leaders/chaperones are expected to be involved with the program and not use their cell phones during program time.
8. Teachers and group leaders are expected to use proper behavior management with their groups:
 - a. Indoors: Especially for visits to the Historic Courthouse, respect for those working in the building is very important. Students are expected to be quiet and respectful during their visit.
 - b. Outdoors: For everyone's safety and enjoyment of the field trip, the District requires visitors to stay on the marked trails and follow instructions given by their field trip leader. Visitors must place garbage or recycling in the proper receptacle. Visitors are expected to follow the District's general use rules to support the protection of forest preserve wildlife and natural resources. Prohibited activities include picking any plant or fungi, removing any natural thing from a Forest Preserve, and disturbing wildlife. Other activities may also be restricted. Questions should be directed to the Kendall County Forest Preserve District's Education Manager or instructors.
9. Shelter rentals: Shelter arrangements are handled separately from field trip reservations. If your group would like to rent a shelter, bunkhouse, or other facility to use during their visit, arrangements can be made by calling the Kendall County Forest Preserve District's main office at 630-553-4025.
10. Hoover nature play area: Use of the nature play area at Hoover Forest Preserve by visiting groups requires a special use permit. Classrooms and youth groups without a special use permit are not permitted to use the play area.

ORDINANCE #24-11-001
GENERAL FUND TAX LEVY ORDINANCE
OF THE KENDALL COUNTY FOREST PRESERVE DISTRICT FOR THE
FISCAL YEAR BEGINNING DECEMBER 1, 2024 AND ENDING
NOVEMBER 30, 2025

BE IT ORDAINED BY THE BOARD OF COMMISSIONERS
OF THE KENDALL COUNTY FOREST PRESERVE DISTRICT,
KENDALL COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1 That there is required to be raised by taxation, and that there is levied upon all taxable property within the territorial limits of said Kendall County Forest Preserve District for the fiscal year beginning December 1, 2024 and ending November 30, 2025, the total sum of SEVEN HUNDRED NINETY NINE THOUSAND TWO HUNDRED AND SIXTY NINE dollars (\$799,269) as is provided:

Salaries - Full-Time	\$392,560
Salaries - Part-Time	\$196,261
Equipment	\$20,000
Fuel - Gas & Oil	\$8,500
Telephone	\$8,000
Electric	\$2,200
Gas	\$2,000
Publicity & Promotion	\$1,000
Newsletter	\$200
Supplies - Shop	\$2,000
Conferences	\$1,000
Audit	\$8,250
Refuse Pickup	\$5,000
Insurance	\$43,200
Medical Insurance	\$50,000
Legal Publications	\$390
IMRF & SS	\$58,708
TOTAL	<u><u>\$799,269</u></u>

SECTION 2 That the Secretary of said District is hereby directed to cause this Ordinance to be immediately published at least once in a newspaper published within said District and to incur the necessary expenses thereof, and said Secretary is hereby directed to file with the County Clerk of Kendall County, Illinois, a certified copy of this Ordinance and said County Clerk of Kendall County is hereby directed to cause the aforesaid amount of money to be extended upon and against the taxable property within the territorial limits of the Kendall County Forest Preserve District in accordance with law.

SECTION 3 This Ordinance shall be in full force and effect from and after its passage, approval and publication as required by law.

Approved this 19TH Day of November, 2024.

Signed:

Brian DeBolt, President

Seth Wormley, Secretary

FY25 COMBINED BUDGET AND APPROPRIATIONS ORDINANCE: DRAFT FOR PUBLICATION 09-17-2024

ORDINANCE #24-11-002
COMBINED ANNUAL BUDGET AND APPROPRIATIONS ORDINANCE

AN ORDINANCE SETTING FORTH THE ANNUAL BUDGET OF THE KENDALL COUNTY FOREST PRESERVE DISTRICT FOR THE FISCAL YEAR BEGINNING DECEMBER 1, 2024 AND ENDING NOVEMBER 30, 2025

AND

APPROPRIATING THE VARIOUS SUMS OF MONEY DEEMED NECESSARY TO DEFRAY ALL EXPENSES AND LIABILITIES OF THE KENDALL COUNTY FOREST PRESERVE DISTRICT FOR THE FISCAL YEAR BEGINNING DECEMBER 1, 2024 AND ENDING NOVEMBER 30, 2025

BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE KENDALL COUNTY FOREST PRESERVE DISTRICT, KENDALL COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1

That the attached annual budget hereinafter set forth is hereby adopted by the Kendall County Forest Preserve District, Kendall County, Illinois for the fiscal year beginning December 1, 2024.

	Fund 1900	Fund 1903	Fund 1904	Fund 1905	Fund 1907	Fund 1908	Fund 1910	Fund 1911	Fund 1913	Fund 1914	Fund 1915	Total Est. Balances
	Operating Fund	Debt Series 2007/2015/2016/2017	Endowment Fund	FP Capital Project Fund #1 (EPA Sect. 319 Fund - LRC Dam Removal)	Capital Projects Fund	FP Capital Project Fund #2 (Fox River Bluffs RTP Grant Project Fund)	Land Cash Fund	Liability Fund	KCFPD Grant Projects Reserve Fund	American Rescue Plan Act Fund	Debt Series 2021	
Estimated Beginning Balance December 1, 2024	\$ 652,394	\$ 3,389,390	\$ 585,183	\$ 502,362	\$ 397,987	\$ -	\$ 281,687	\$ 44,100	\$ 528,200	\$ -	\$ 27,990	\$ 6,409,293
Estimated Revenue & Transfers In	\$ 1,669,012	\$ 5,970,513	\$ 308,000	\$ 841,404	\$ 85,464	\$ 589,000	\$ 158,000	\$ 2,000	\$ 300,000	\$ -	\$ 81,644	\$ 10,005,037
Estimated Expenditure & Transfers Out	\$ 1,669,012	\$ 5,625,880	\$ 617,650	\$ 1,343,766	\$ 291,659	\$ 589,000	\$ 439,687	\$ 25,000	\$ 704,842	\$ -	\$ 83,619	\$ 11,390,115
Estimated Ending Balance November 30, 2025	\$ 652,394	\$ 3,734,023	\$ 275,533	\$ -	\$ 191,792	\$ -	\$ -	\$ 21,100	\$ 123,358	\$ -	\$ 26,015	\$ 5,024,215

Estimated Receipts:

190011 40300-43450	FY25 Operating Fund #1900 Receipts	\$ 1,669,012
190311 41010-41350	FY25 2007/2015/2016/2017 Debt Series Fund #1903 Receipts	\$ 5,970,513
190411 41350	FY25 Endowment Fund #1904 Receipts	\$ 308,000
190511 40300-42970	FY25 FP Capital Project Fund #1 - #1905 Receipts	\$ 841,404
190711 40300-43790	FY25 Capital Projects Fund #1907 Receipts	\$ 85,464
190811 40300-43800	FY25 Capital Projects Fund #2 - #1908 Receipts	\$ 589,000
191011 40380-42970	FY25 Land Cash Fund #1910 Receipts	\$ 158,000
191111 XXXXX	FY25 Liability Fund #1911 Receipts	\$ 2,000
191311 41350-XXXXX	FY25 KCFPD Grant Projects Reserve Fund - #1913 Receipts	\$ 300,000
191411 41350-40390	FY25 American Rescue Plan Act Fund #1914 Receipts	\$ -
191511 41010-41350	FY25 2021 Debt Series Fund #1915 Receipts	\$ 81,644
	Total Receipts	\$ 10,005,037

SECTION 2

That the several sums of money hereinafter set forth are hereby appropriated for the fiscal year of the Kendall County Forest Preserve District, Kendall County, Illinois beginning December 1, 2024 and ending November 30, 2025 to cover all necessary expenditures and liabilities of said Kendall County Forest Preserve District, Kendall County, Illinois hereinafter designated.

SECTION 3

That the object and purposes for which the appropriations are hereby made and the amount appropriated for each object and purpose are as follows:

Estimated Expenditures:

190011 51090-69790	FY25 Operating Fund #1900 Expenses	\$ 1,669,012
190311 66500-68760	FY25 2007/2015/2016/2017 Debt Series Fund #1903 Expenses	\$ 5,625,880
190411 62150	FY25 Endowment Fund #1904 Expenses	\$ 617,650
190511 61420-70330	FY25 FP Capital Project Fund #1 - #1905 Expenses	\$ 1,343,766
190711 61430-68610	FY25 Capital Projects Fund #1907 Expenses	\$ 291,659
190811 70650	FY25 Capital Projects Fund #2 - #1908 Expenses	\$ 589,000
191011 61300-67410	FY25 Land Cash Fund #1910 Expenses	\$ 439,687
191111 68990	FY25 Liability Fund #1911 Expenses	\$ 25,000
191311 66500-70650	FY25 KCFPD Grant Projects Reserve Fund - #1913 Expenses	\$ 704,842
191411 51160-70330	FY25 American Rescue Plan Act Fund #1914 Expenses	\$ -
191511 66500-68760	FY25 2021 Debt Series Fund #1915 Expenses	\$ 83,619
Total Expenditures		\$ 11,390,115

Approved this 19TH Day of November, 2024.

Signed:

Brian DeBolt, President

Seth Wormley, Secretary

ORDINANCE #24-11-002: FY25 COMBINED BUDGET AND APPROPRIATIONS ORDINANCE
 [KCFPD OPERATING FUND (FUND #1900) - FINAL FY25 BUDGET FOR COMMISSION APPROVAL
 19-Nov-24

FY2025 OPERATING FUND #1900 - FINAL BUDGET (PAGE 1 OF 1)

GL SERIES (BUDGET CATEGORIES)	FISCAL YEAR BUDGETS					ACTUAL 2022	BUDGET 2023	BUDGET 2024	BUDGET 2025
	ACTUAL 2019	ACTUAL 2020	ACTUAL 2021	ACTUAL 2022	ACTUAL 2023				
Revenues									
19011 40300 - 43450	344,356	341,881	171,805	470,609	601,126	627,430	652,394		
Expenditures									
19011 51090 TO 19001183 - 51390	1,147,684	1,062,126	1,373,272	1,260,474	1,317,254	1,569,627	1,669,012		
190011 61160 TO 19001183 63060	638,297	683,620	692,657	668,609	747,865	832,568	910,165		
190011 62030 TO 19001183 63540	242,888	225,230	243,708	273,051	284,389	296,817	324,163		
190011 62000 TO 19001184 63100	62,981	51,798	56,610	69,015	69,219	219,983	215,034		
190011 62160 TO 19001183 68530	132,664	141,338	113,686	138,377	143,516	137,250	142,035		
	73,327	105,201	86,902	81,104	70,557	83,009	77,615		
Total Expenditure	1,150,157	1,207,186	1,193,563	1,230,156	1,315,546	1,569,627	1,669,012		
Surplus / (Deficit)	(2,474)	(145,061)	179,710	30,318	1,708	0	-		
Ending Balance	341,883	196,820	351,514	500,927	602,834	627,430	652,394		

The attached Kendall County Forest Preserve District Operating Fund (Fund #1900) budget spreadsheet provides a breakdown of the anticipated revenues and expenditures for the District's proposed FY25 Operating Fund (Fund #1900) appropriations as presented for approval. Revenues and expenditures will be tracked during the fiscal year within the MUNIS accounting software supported by the Kendall County Treasurer's Office. Total FY25 appropriations within each of the stated budget categories above shall not be exceeded without prior approval of an amending ordinance by the Kendall County Forest Preserve District's Board of Commissioners.

Kendall County Forest Preserve District Operating Fund

FY25 PRELIMINARY BUDGET DRAFT: SEPTEMBER 17, 2024		FINAL	BUDGET	2024 YTD	BUDGET	% Change
ACCOUNT & DESCRIPTION	2023	2024	8/31/24	2025		
KCFPD Operating Fund #1900						
Beginning Balance (est.)	600,007	652,394	652,394	652,394		
REVENUE						
190011 40350 Transfer In from Forest Preserve Improvement Fund #1906						
190011 40300 Transfer In from Forest Preserve 2007 Bond Proceeds Fund #1901						
190011 Transfer In from Kendall County - American Rescue Plan Act Transfer	709,879	759,981	436,768	799,269		105.2%
190011 41010 Current Tax						
190011 41350 Interest Income	7,997	7,400	7,285	9,675		130.7%
190011 42250 Other Income (Sponsorship Income)						
190011 42250 Other Income (Carbon Credits Sales - Fox River Bluffs & Res. Woods)	40	149,058		149,058		100.0%
19001162 42250 Ellis Center Grounds (Farm License Rev.)	28,390	27,997	27,458	32,000		114.3%
19001163 42250 Ellis Center Camps	13,781	13,750	12,364	13,750		100.0%
19001164 42250 Ellis Center Riding Lessons	58,284	63,800	41,184	63,800		100.0%
19001165 42250 Ellis Center Birthday Parties	5,824	6,000	3,173	6,000		100.0%
19001166 42250 Ellis Center Public Programs	3,632	3,000	423	3,000		100.0%
19001167 42250 Sunrise Center North License Agreement	13,837	13,760	11,520	13,760		100.0%
19001168 42250 Ellis Center Weddings	3,225	4,500	5,350	4,500		100.0%
19001169 42250 Ellis Center Other Rentals	3,140	3,400	2,795	3,400		100.0%
19001170 42250 Ellis Center 5K Event	-	-	-	-		
19001171 42250 Hoover Revenue (Yorkville Athletic Assoc. License)	3,169	2,900	2,400	2,400		82.8%
19001171 42250 Hoover Revenue (Residence Lease)	2,750	3,000	4,650	6,600		220.0%
19001172 42250 Hoover Bunkhouse Rental Rev	34,241	34,000	28,246	36,000		105.9%
19001173 42250 Hoover Campsite Rental Rev	7,405	6,000	5,505	7,000		116.7%
19001174 42250 Hoover Meadowhawk Rental Rev	41,584	38,000	31,479	44,600		117.4%
19001176 42250 Env. Educ. - School Programs	16,097	20,000	12,102	20,000		100.0%
19001177 42250 Env. Educ. - Camps	39,682	39,500	44,240	42,500		107.6%
19001178 42250 Env. Educ. - Natural Beginnings	144,152	145,000	146,971	160,000		110.3%
19001179 42250 Env. Educ. - Other Public Programs	17,936	20,000	11,451	20,000		100.0%
19001180 42250 Env. Educ. - Other Revenue						
19001183 42250 Other Income - Grounds & Natural Resources (Bowhunt App. Fees)	32,368	32,500	26,650	32,500		100.0%
19001183 42250 Other Income - Grounds & Nat. Res. (Millbrook North Trail Use Lic. Agreement)		5,000	2,500	2,500		
19001184 42250 Revenue - Pickertill-Pigott Estate House, Pavilion and Shelter	6,675	14,000	8,150	14,000		100.0%

Kendall County Forest Preserve District Operating Fund

DRAFT FY25 PRELIMINARY BUDGET: AUGUST 29, 2024		FINAL	BUDGET	2024 YTD	BUDGET	% Change
KCFPD Operating Fund #1900		2023	2024	7/31/24	2025	
190011 42860	Donations - Administration (Forest Foundation Contributions)	7,276	5,000		5,000	100.0%
19001164 42860	Donations - Ellis Equestrian Center - Lessons	1	-		-	100.0%
19001175 42860	Donations - Environmental Education	-	-		-	250.0%
19001178 42860	Donations - Env. Educ. Natural Beginnings	1,536	1,500		1,500	100.0%
19001183 42860	Donations - Grounds & Natural Resources	2,525	1,000	1,070	2,500	100.0%
19001183 42900	Picnic & Shelter Rental - Grounds & Natural Resources	9,005	8,000	5,715	8,000	100.0%
19001184 42900	Picnic & Shelter Rental - Pickerill-Pigott	120	180	205	500	277.8%
19001183 42920	Preserve Improvements - Grants (K-12 Pollinator)					
19001183 42920	Preserve Improvements - Grants (Pollinator Meadows Pilot)					
190011 42930	Farm License Revenue	134,121	112,900	112,917	134,000	118.7%
190011 42940	Credit Card Revenue - All Preserves	3,710	4,000	3,303	6,000	150.0%
19001168 43450	Security Deposit Revenue - Ellis Weddings	1,100	5,000	1,400	5,000	100.0%
19001169 43450	Security Deposit Revenue - Ellis Other Rentals	100	1,000	610	1,000	100.0%
19001172 43450	Security Deposit Revenue - Hoover Bunkhouse	5,000	5,300	4,800	6,000	113.2%
19001174 43450	Security Deposit Revenue - Hoover Meadowhawk	8,233	8,200	5,839	8,200	100.0%
19001184 43450	Security Deposit Revenue - Pickerill-Pigott	1,399	5,000	1,360	5,000	100.0%
	Total Revenue	1,368,213	1,569,627	941,324	1,669,012	106.3%
	PERSONNEL					
190011 51090	Board Per Diem	-	5,500		5,500	100.0%
190011 51160	Salary - Part Time Administration					
190011 51390	Salary - Full Time Administration					
190011 51470	Stipend - Full Time Administration (Executive Director)	153,124	181,244	112,546	200,721	110.7%
190011 51470	Stipend - Full Time Administration (Asst. County Admin.)	11,629	-	3,790	6,120	100.0%
19001183 51160	Salary - Part Time Grounds & Natural Resources	21,736	50,875	25,016	55,497	109.1%
19001183 51390	Salary - Full Time Grounds & Natural Resources	104,292	112,794	69,846	123,042	109.1%
19001184 51160	Salary - Part Time Pickerill Pigott	1,043	3,125	1,365	3,409	109.1%

Kendall County Forest Preserve District Operating Fund

DRAFT FY25 PRELIMINARY BUDGET: AUGUST 29, 2024		FINAL	BUDGET	2024 YTD	BUDGET	% Change
KCFPD Operating Fund #1900		2023	2024	7/31/24	2025	
Salary Full Time: Env. Education						
19001176 51390	Env. Educ. FT Salary - School Programs Expense	2,521	2,723	1,677	2,970	109.1%
19001177 51390	Env. Educ. FT Salary - Camps Expense	5,931	6,535		7,129	109.1%
19001178 51390	Env. Educ. FT Salary - Natural Beginnings Expense	53,062	45,476	32,130	49,608	109.1%
19001179 51390	Env. Educ. FT Salary - Other Public Programs Expense	2,531	2,723	1,667	2,970	109.1%
19001180 51390	Env. Educ. FT Salary - Laws of Nature					
Salary Part Time: Env. Education						
19001176 51160	Env. Educ. PT Salary - School Programs Expense	8,801	14,000	8,072	15,272	109.1%
19001177 51160	Env. Educ. PT Salary - Camps Expense	26,672	28,000	20,074	30,544	109.1%
19001178 51160	Env. Educ. PT Salary - Natural Beginnings Expense	61,996	79,150	43,242	86,341	109.1%
19001179 51160	Env. Educ. PT Salary - Other Public Programs Expense	12,581	12,000	7,586	13,090	109.1%
19001180 51160	Env. Educ. PT Salary - Laws of Nature	2,521	4,265	2,591	4,652	109.1%
19001181 51160	Env. Educ. PT Salary - Other Expense					
Salary Full Time: Ellis						
19001160 51390	Salary FT - Ellis House	11,013	10,974	6,795	11,970	109.1%
19001161 51390	Salary FT - Ellis Barn	11,013	10,974	6,795	11,970	109.1%
19001162 51390	Salary FT - Ellis Grounds	20,753	21,947	13,590	23,941	109.1%
Salary Part Time - Ellis						
19001160 51160	Salary PT - Ellis House	41				
19001160 51160	Salary PT - Ellis Grounds	117				
19001163 51160	Salary PT - Ellis Center Camps Expense	2,229	3,790	4,229	4,134	109.1%
19001164 51160	Salary PT - Ellis Center Riding Lessons Expense	44,386	45,900	29,201	50,070	109.1%
19001165 51160	Salary PT - Ellis Center Birthday Parties Expense	5,119	7,750	2,685	8,454	109.1%
19001166 51160	Salary PT - Ellis Center Public Programs Expense	405	2,000	64	2,182	109.1%
19001167 51160	Salary PT - Ellis Sunrise License Agreement	21,612	22,000	13,643	23,999	109.1%
19001168 51160	Salary PT - Ellis Center Weddings Expense	493	750	363	818	109.1%
19001169 51160	Salary PT - Ellis Center Other Rentals Expense	110	750	-	818	109.1%
Salary PT - Hoover Grounds						
19001171 51160	Salary PT - Hoover Grounds	14,112	25,025	11,326	27,299	109.1%
19001172 51160	Salary PT - Hoover Bunkhouse	7,020	12,513	5,663	13,649	109.1%
19001173 51160	Salary PT - Hoover Campsite	3,510	6,256	2,832	6,825	109.1%
19001174 51160	Salary PT - Hoover Meadowhawk	5,437	6,256	4,735	6,825	109.1%
Salary FT - Hoover Grounds						
19001171 51390	Salary FT - Hoover Grounds	42,574	47,452	13,334	51,763	109.1%
19001172 51390	Salary FT - Hoover Bunkhouse	21,287	23,726	6,667	25,882	109.1%
19001173 51390	Salary FT - Hoover Campsite	10,644	11,863	3,333	12,941	109.1%

Kendall County Forest Preserve District Operating Fund

DRAFT FY25 PRELIMINARY BUDGET: AUGUST 29, 2024		FINAL	BUDGET	2024 YTD	BUDGET	% Change
KCFPD Operating Fund #1900		2023	2024	7/31/24	2025	
19001174	51390	10,821	18,113	3,156	19,759	109.1%
	Salary FT - Hoover Meadowhawk					
	Total Personnel	706,955	832,568	458,013	910,165	109.3%
	EMPLOYEE BENEFITS					
19001160	61160	10,152	10,905	7,436	12,588	115.4%
19001161	63050	13,029	14,334	9,762	16,514	115.2%
	IMRF Expense - Administration					
	SS Expense - Administration					
19001162	63050	1,452	1,476	965	1,690	114.5%
19001163	63050	1,449	1,476	972	1,690	114.5%
19001164	63050	2,907	3,100	1,726	3,550	114.5%
19001165	63050	239	350	359	401	114.5%
19001166	63050	5,235	5,500	3,496	6,298	114.5%
19001167	63050	662	872	396	998	114.5%
19001168	63050	45	200	9	229	114.5%
19001169	63050	2,170	2,200	1,550	2,519	114.5%
	IMRF Expense - Sunrize Center North	35	100	28	115	114.5%
	IMRF Expense - Ellis Center Weddings Expense	8	100	-	115	114.5%
	IMRF Expense - Ellis Center Other Rentals Expense					
19001171	63050	7,420	9,536	3,286	10,919	114.5%
19001172	63050	3,706	4,768	1,651	5,460	114.5%
19001173	63050	1,853	2,384	821	2,730	114.5%
19001174	63050	2,021	2,863	956	3,278	114.5%
	IMRF Expense - Hoover Meadowhawk					
19001175	63050	1,460	1,681	1,225	1,925	114.5%
19001176	63050	3,735	3,447	2,245	3,947	114.5%
19001177	63050	14,771	16,335	10,989	18,705	114.5%
19001178	63050	1,774	1,471	1,202	1,684	114.5%
19001179	63050	265	449	282	514	114.5%
19001180	63050					
10001181	63050					
	IMRF Expense - Env. Education					
	IMRF Expense - Env. Education School Programs					
	IMRF Expense - Env. Education Camps					
	IMRF Expense - Env. Education Natural Beginnings					
	IMRF Expense - Env. Education Other Public Programs					
	IMRF Expense - Env. Education Laws of Nature					
	IMRF Expense - Env. Educ. PT Salary - Other Expense					
19001183	63050	16,053	20,471	10,621	23,441	114.5%
	IMRF Expense - Grounds & Nat. Resources					
19001184	63050	595	239	104	274	114.5%
	IMRF Expense - Pickerill Pigott					
19001161230		56,511	55,485	38,977	59,941	108.0%
	Medical Insurance - Administration					

Kendall County Forest Preserve District Operating Fund

DRAFT FY25 PRELIMINARY BUDGET: AUGUST 29, 2024		FINAL	BUDGET	2024 YTD	BUDGET	% Change
KCFPD Operating Fund #1900		2023	2024	7/31/24	2025	
Medical Insurance - Hoover						
19001171 63060	Medical Insurance - Hoover Grounds	10,630	13,875	3,713	14,868	107.2%
19001172 63060	Medical Insurance - Hoover Bunkhouse	5,200	6,937	1,857	7,448	107.4%
19001173 63060	Medical Insurance - Hoover Campsite	2,600	3,469	928	3,692	106.4%
19001174 63060	Medical Insurance - Hoover Meadowhawk	2,370	3,469	928	3,692	106.4%
19001175 63060	Medical Insurance - Environmental Education	-				
19001178 63060	Medical Insurance - Env. Education Natural Beginnings	-				
19001168 63060	Medical Insurance - Ellis Weddings	-				
19001183 63060	Medical Insurance - Grounds & Nat. Resources	30,462	27,749	19,080	29,939	107.9%
190011 68000	Annual Insurance Premiums (ICRMT)	68,644	81,577	81,576	85,000	104.2%
190011	Transfer to FP Liability Insurance Fund					
	Insurance Deductible					
Total Employee Benefits		267,469	296,817	207,140	324,163	109.2%
<u>CONTRACTUAL</u>						
190011 62150	Contractual Services (DaySmart Software)	3,087	1,815		5,616	309.4%
190011 62150	Contractual Services (Kendall County Email Accounts)	1,000	1,000		1,000	100.0%
190011 62150	Contractual Services (City Forest Credits)	-	149,058		149,058	100.0%
190011 62150	Contractual Services (kendallforest.com website)	1,908	720	480	720	100.0%
190011 62030	Dues/Memberships	300	1,000	300	500	50.0%
190011 62040	Conferences	4,895	11,940	6,437	11,940	100.0%
190011 62090	Legal Publications	500	1,500	880	1,000	66.7%
19001163 63020	Veterinarian & Farrier - Ellis Camps					
19001164 63020	Veterinarian & Farrier - Ellis Riding Lessons	5,411	9,000	4,735	9,000	100.0%
19001165 63020	Veterinarian & Farrier - Ellis Birthday Parties					
19001166 63020	Veterinarian & Farrier - Ellis Public Programs					
19001167 63020	Veterinarian & Farrier - Sunrise Center	-	500		-	
19001168 63070	Refuse Pickup - Ellis	1,233	1,700	959	1,200	70.6%
19001183 63070	Refuse Pickup - Grounds & Natural Resources	8,560	8,500	5,777	8,500	100.0%
1901183	Event Tent Lease - Ellis					

Kendall County Forest Preserve District Operating Fund

DRAFT FY25 PRELIMINARY BUDGET: AUGUST 29, 2024		FINAL	BUDGET	2024 YTD	BUDGET	% Change
KCFPD Operating Fund #1900		2023	2024	7/31/24	2025	
19001183 63540	Telephone - Grounds & Natural Resources	7,317	8,000	5,609	8,000	100.0%
190011 65460	State Unemployment Contribution				-	
190011 65490	Audit	8,485	9,500	9,500	12,500	131.6%
190011 68340	Farm Lease Contract Expenses (Hay Crop Inputs)	-	1,750	-		
190011 68560	Credit Card Fee	15,308	14,000	13,067	6,000	42.9%
	Total Contractual	58,004	219,983	47,743	215,034	97.8%
	COMMODITIES					
190011 62000	Office Supplies & Postage - Administration	8,612	6,000	4,949	7,000	116.7%
190011 62000	CARES Act Purchases					
19001160 62000	Office Supplies & Postage - Ellis House	489	750	399	600	80.0%
19001183 62180	Fuel: Gas & Oil Grounds	20,438	20,000	9,905	20,500	102.5%
19001183 62400	Uniforms - Grounds	1,774	2,500	1,489	2,250	90.0%
	Environmental Education					
19001176 63030	Env. Educ. - School Programs Expense	596	700	20	700	100.0%
19001177 63030	Env. Educ. - Camps Expense	1,569	1,500	1,067	1,500	100.0%
19001178 63030	Env. Educ. - Natural Beginnings Expense	4,003	4,000	1,709	4,000	100.0%
19001179 63030	Env. Educ. - Other Public Programs Expense	716	750	790	750	100.0%
19001180 63030	Env. Educ. - Laws of Nature Expense	321	600	204	600	100.0%
19001183 63090	Gas - Grounds & Natural Resources	4,305	5,250	2,099	4,500	85.7%
19001184 63100	Electric - Pickerill Pigott	8,093	2,700	6,123	9,185	340.2%
19001182 63130	Natural Area Volunteer Supplies					
	Natural Area Management Supplies					
190011 63510	Electric - Administration	2,642	2,750	2,116	2,750	100.0%
190011 68500	Project Fund Expense (Forest Foundation Purchases)	10,748	5,000	808	5,000	100.0%

Kendall County Forest Preserve District Operating Fund

DRAFT FY25 PRELIMINARY BUDGET: AUGUST 29, 2024		FINAL	BUDGET	2024 YTD	BUDGET	% Change
KCFPD Operating Fund #1900		2023	2024	7/31/24	2025	
190011 68430	Promotion/Publicity	1,245	1,000	1,002	1,200	120.0%
190011 68440	Newsletter	0	450		450	
	Utilities - Ellis					
19001160 62270	Utilities - Ellis House	5,352	5,000	5,393	5,000	100.0%
19001161 62270	Utilities - Ellis Barn	2,927	5,000	3,215	5,000	100.0%
	Utilities & Maintenance - Hoover					
19001171 62270	Hoover - Other Utilities	2,073	4,600	2,555	4,000	87.0%
19001171 63090	Hoover - Gas	9,444	9,500	4,378	9,500	100.0%
19001171 63100	Hoover - Electric	16,015	15,000	14,268	16,000	106.7%
19001171 63110	Hoover - Shop Supplies	5,185	3,250	2,542	4,000	123.1%
19001171 63120	Hoover - Building Maintenance	8,177	7,000	16,285	8,000	114.3%
19001171 66500	Hoover - Other Expenses	887	1,400	866	1,000	71.4%
19001171 68580	Hoover - Grounds Maintenance	4,020	5,000	2,017	4,000	80.0%
	Promotion/Publicity - Ellis					
19001166 68570	Volunteer Expense - Ellis Public Programs	-	150	-	150	
	Animal Care & Supplies - Ellis					
19001163 63000	Animal Care & Supplies - Ellis Camps					
19001164 63000	Animal Care & Supplies - Ellis Riding Lessons					
19001165 63000	Animal Care & Supplies - Ellis Birthday Parties	11,918	12,000	7,161	12,000	100.0%
19001166 63000	Animal Care & Supplies - Ellis Public Programs					
19001167 63000	Animal Care & Supplies - Sunrise Center North	1,964	3,000	910	2,500	83.3%
	Horses Acquisition & Tack - Ellis					
19001163 63010	Horses Acquisition & Tack - Ellis Camps					
19001164 63010	Horses Acquisition & Tack - Ellis Riding Lessons		2,500	-		
19001165 63010	Horses Acquisition & Tack - Ellis Birthday Parties					
	Horses Acquisition & Tack - Ellis Public Programs					
	Program Supplies - Ellis					
19001163 63030	Program Supplies - Ellis Camps	319	450	146	450	100.0%
19001165 63030	Program Supplies - Ellis Birthday Parties	194	450	227	450	100.0%
19001170 63030	Program Supplies - Ellis SK					

Kendall County Forest Preserve District Operating Fund

	FINAL	BUDGET	2024 YTD	BUDGET	% Change
	2023	2024	7/31/24	2025	
DRAFT FY25 PRELIMINARY BUDGET: AUGUST 29, 2024					
KCFPD Operating Fund #1900					
19001184 63030					
Supplies: Shop - Pickerill Pigott					
19001183 63110	7,642	9,000	4,124	9,000	100.0%
Supplies: Shop - Grounds					
Total Commodities	141,665	137,250	96,766	142,035	103.5%
<u>OTHER</u>					
190011 62160					
Equipment - Administration					
19001183 62160	22,643	25,000	14,184	22,640	90.6%
Equipment - Grounds & Natural Resources					
19001183 68530	203	10,000	4,745	-	0.0%
Preserve Improvements - Administration					
Preserve Improvements - Grounds & Natural Resources					
190011 68540	2,522	2,600	2,763	2,600	100.0%
Contributions (Drainage District Tax Assessments & Carb. Cred. Fee)					
Grounds & Maintenance Equipment - Ellis					
19001160 68580	5,569	4,250	2,235	4,250	100.0%
Grounds & Maint. - Ellis House					
19001161 68580	3,086	3,200	2,060	3,200	100.0%
Grounds & Maint. - Ellis Barn					
19001162 68580	6,333	6,400	4,312	6,400	100.0%
Grounds & Maint. - Ellis Grounds					
Security Deposit Refunds					
Security Deposit Refunds					
19001163 63040	-	-	290		
Security Deposit Refunds - Ellis Camps					
19001164 63040	-	-			
Security Deposit Refunds - Ellis Riding Lessons					
19001166 63040					
Security Deposit Refunds - Ellis Public Programs					
19001168 63040	1,300	5,000	1,000	5,000	100.0%
Security Deposit Refunds - Ellis Weddings					
19001169 63040	-	1,000	233	1,000	100.0%
Security Deposit Refunds - Ellis Other Rentals					
19001171 63040	12,983	13,500	7,351	13,500	100.0%
Security Deposit Refunds - Hoover					
19001176 63040					
Security Deposit Refunds - Env. Education School Programs					
19001177 63040	1,905	500	170	500	100.0%
Security Deposit Refunds - Env. Education Camps					
19001178 63040	1,880	2,200	4,660	2,200	100.0%
Security Deposit Refunds - Env. Education Natural Beginnings					
19001179 63040	320	500	12	500	100.0%
Security Deposit Refunds - Env. Education Public Programs					
19001183 63040	25	160	50	160	100.0%
Security Deposit Refunds - Grounds					
19001184 63040	1,634	5,000	1,360	5,000	100.0%
Security Deposit Refunds - Pickerill-Pigott					
190011 69790		3,699		10,665	
Contingency					
Credit Card Fee Expense - Ellis Camps					
Credit Card Fee Expense - Public Programs					

Kendall County Forest Preserve District Operating Fund

DRAFT FY25 PRELIMINARY BUDGET: AUGUST 29, 2024					
KCFPD Operating Fund #1900					
	FINAL 2023	BUDGET 2024	2024 YTD 7/31/24	BUDGET 2025	% Change
Total Other	60,402	83,009	45,425	77,615	93.5%
Total Expenditures	1,234,496	1,569,627	855,087	1,669,012	106.3%
Operating Surplus / (Deficit)	133,717	0	86,238	(0)	
Ending Balance	733,724	652,394	738,632	652,394	100.0%

Beginning Balance	600,007	652,394	652,394	652,394	100.0%
Total Revenue	1,366,973	1,569,627	941,324	1,669,012	106.3%
Total Personnel	706,955	832,568	458,013	910,165	109.3%
Total Employee Benefits	267,469	296,817	207,140	324,163	109.2%
Total Contractual	58,004	219,983	47,743	215,034	97.8%
Total Commodities	141,665	137,250	96,766	142,035	103.5%
Total Other	60,402	83,009	45,425	77,615	93.5%
Total Expenditure	1,234,496	1,569,627	855,087	1,669,012	106.3%
Surplus / (Deficit)	132,477	0	86,238	(0)	
TRANSFER OUT TO FUND 1907 (CAPITAL)	80,000	-		-	
Ending Balance	652,484	652,394	738,632	652,394	100.0%

FOREST PRESERVE DEBT SERVICE - SERIES 2007/2015/2016/2017
Fund 1903

ACCOUNT & DESCRIPTION	ACTUAL 2022	ACTUAL 2023	BUDGET 2024	2024 YTD 8/22/2024	BUDGET 2025	% CHANGE IN BUDGET
Beginning Balance	4,635,395	5,057,675	5,854,389	5,560,898	3,389,390	-42.1%
190311 41010 Current Tax	4,930,888	5,281,630	5,710,248	3,083,730	5,940,513	4.0%
190311 41350 Interest Income	14,882	63,906	55,386	32,591	30,000	-45.8%
Total Revenue	4,945,770	5,345,536	5,765,633	3,116,321	5,970,513	3.6%
EXPENDITURE						
190311 66500 Miscellaneous Expenditure	338		475	675	1,000	110.5%
190311 68640 Fiscal Agent Fee	1,900	1,425	1,900	1,650	2,000	5.3%
190311 68710 Debt Service - Interest 2015	354,040	352,950	351,690	351,690	350,430	-0.4%
190311 68720 Debt Service - Principal 2015	40,000	45,000	45,000	45,000	45,000	0.0%
190311 68730 Debt Service - Interest 2016	290,088	285,688	278,788	278,788	187,450	-32.8%
190311 68740 Debt Service - Principal 2016	105,000	115,000	230,000	230,000	5,040,000	2091.3%
190311 68750 Debt Service - Interest 2017	477,125	302,250	104,375	104,375		-100.0%
190311 68760 Debt Service - Principal 2017	3,255,000	3,740,000	4,175,000	4,175,000		-100.0%
Total Expenditure	4,523,490	4,842,313	5,187,228	5,187,178	5,625,880	8.5%
Total Expenditure & Transfers Out	4,523,490	4,842,313	5,268,694	5,287,829	5,625,880	6.8%
Revenue over/(under) Expenditure	422,280	503,223	496,939	(2,171,508)	344,633	-30.6%
TRANSFER IN						
190311 40280 Transfer In from Fund 1902		288,742				
Total Transfers In	0	288,742	0	0	0	
TRANSFER OUT						
190311 61380 Transfer to Debt Service Fund 1915			81,467	1,937		
190311 61420 Transfer Out to Capital Fund 1907				98,715		
Total Transfers Out	0	0	81,467	100,652	0	-100.0%
Ending Balance	5,057,675	5,560,898	6,351,328	3,389,390	3,734,022	-41.2%

KCFPD Endowment Fund Fund 1904

ACCOUNT & DESCRIPTION	BUDGET 2022	ACTUAL 2022	ACTUAL 2023	BUDGET 2024	FY24 YTD 31-Jul-24	FY24 EOY Proj.	BUDGET 2025	% CHANGE IN BUDGET	NOTES
Beginning Balance	883,179	883,179		1,144,630	846,055	846,055	585,183	51.1%	
REVENUE									
190411 40500 Transfer in From 1913				300,000		300,000		0.0%	Rolling Grant Fund
190411 41350 Interest	6,715	11,601		30,000	31,406	40,000	8,000	26.7%	
190411 41720 Donation (Hughes Estate)				160,000	10,000	160,000	-	0.0%	
190411 42970 Grant Award				300,000	300,000	300,000	300,000	100.0%	
Total Revenue	6,715	11,601		790,000	341,406	800,000	308,000	39.0%	
EXPENDITURE									
190411 61390 Transfer Out to 1913				300,000			300,000	100.0%	Rolling Grant Fund
190411 62150 Contractual Services	27,625	22,162		170,550	92,584	152,900	17,650	10.3%	Design/Arch./CPA
190411 70330 Construction				1,304,080	1,275	907,972	300,000	23.0%	Arch Est. \$1.2M
Total Expenditure	27,603	22,162		1,774,630	93,859	1,060,872	617,650	34.8%	
Revenue over/(under) Expenditure	(20,888)	(10,561)		(984,630)	247,548	(260,872)	(309,650)	31.4%	
Ending Balance	862,291	872,618		160,000	1,093,603	585,183	275,533	172.2%	

FP Captial Project Fund #1 (Section 319 Fund - LRC Dam Removal) Fund 1905

ACCOUNT & DESCRIPTION	BUDGET 2023	BUDGET 2024	2024 YTD 31-Jul-24	2024 EOY PROJECTIONS	BUDGET 2025	% CHANGE IN BUDGET	Notes
Beginning Balance	0	0	0	0	502,362		
REVENUE							
190511 40500 Transfer In from Fund 1913	0	504,842		504,842			Grant Reserve Fund
190511 41350 Interest Income							
190511 42970 USEPA Section 319 Grant Award	0	504,842			504,842		
190511 43880 Kendall County Escrow LR Creek		336,562			336,562		
Total Revenue	0	1,346,246	0	504,842	841,404		
EXPENDITURE							
190511 61390 Transfer to FP Fund 1913	0	504,842			504,842		Grant Reserve Fund
190511 70060 Consultant - A&E Services		110,000	2,480	2,480	107,520		
190511 70330 Construction		731,404			731,404		
Total Expenditure	0	1,346,246	2,480	2,480	1,343,766		
Revenue over/(under) Expenditure	0	0	502,362	502,362	(502,362)		
Ending Balance	0	0	(2,480)	502,362	0		

**Forest Preserve Capital Fund
Fund 1907**

ACCOUNT & DESCRIPTION	BUDGET 2021	BUDGET 2022	FY22 FINAL 30-Nov-23	BUDGET 2023	BUDGET 2024	2024 YTD 31-Jul-24	2024 EOY Projection	BUDGET 2025	% CHANGE IN BUDGET	BUDGET NOTES
Beginning Balance										
REVENUE										
190711 40280 Transfer in fm 2003/12 Bonds (Interest Earnings + L/C) - Fund 1902	0	288,916	286,713	84,186	409,301	487,873	487,873	397,987		
190711 40290 Transfer in fm FP General Fund(Interest Earnings) - Fund 1900	383,698	0	0	0	0	0	0	0		
190711 40300 Transfer in from 2007/15/16/17 Bond Proceeds Fund #1903 (850)	0	0	0	0	81,467	99,797	99,797	65,464		
190711 40510 Transfer fm 2016/17 Bond 1903	0	0	0	0	0	0	0	0		
190711 40330 Transfer in from Land Cash Fund #1910 (956)	30,000	0	0	0	0	0	0	0		
190711 40340 Transfer in from FRB Cropland Conversion #1909 (954)	164,116	0	0	0	0	0	0	0		
190711 40350 Transfer in from Project Improvement Fund #1906 (951)	158,250	0	0	0	0	0	0	0		
190711 40370 Transfer in from OSLAD Fund #1905	0	0	230,377	0	0	0	0	0		
190711 40370 Transfer in from RTP Fund #1908	0	100,784	0	0	0	0	0	0		
190711 40400 Transfer in from 2021 Bond Proceeds Fund #1912	200	0	0	0	6,000	16,934	25,401	20,000		
190711 41350 Interest Income	19,450	5,000	3,126	0	0	550	550	0		
190711 42490 Other Revenue	25,000	50,000	18,736	0	0	0	0	0		
190711 43430 Grant Award - Morton Arboretum Landscape	0	10,000	50,000	0	0	0	0	0		
190711 43740 Grant Award - ICECF Reservation Woods	11,000	11,000	10,000	0	0	0	0	0		
190711 43770 Grant Award - ICECF K-12 Pollinator	10,000	10,000	11,000	0	0	0	0	0		
190711 43780 Grant Award - ICECF Pilot Pollinator Meadows	811,714	186,784	92,862	230,377	87,467	117,281	125,748	85,464		
Total Revenue										
190711 61430 Transfer to Land Cash Fund - Reservation Woods	52,700	0	0	0	0	0	0	0		
190711 62160 Equipment Replacement Contingency	33,762	200,000	0	165,373	200,000	65,384	115,384	150,000		Equipment Replacement
190711 66500 Project Fund Expense	33,762	33,762	48,141	32,006	30,000	9,806	24,806	30,000		Capital Project Contingency
190711 68500 Project Fund Expense - Pickenill Estate House Roof	95,000	82,121	71,037	60,651	0	0	0	0		
190711 68500 Maramech Forest Preserve Gate Replacement			10,550	0	70,000	2,897	45,000	25,000		Remaining Sliding Work
190711 68500 Ellis House Roof Replacement					90,000		30,444	56,659		Remaining Sliding Work
190711 68500 Hoover Old Shop Roof Replacement and Envelope	12,000	275	275	0	0	0	0	0		
190711 68500 Hoover Forest Preserve Habitat Mitigation Project	20,000	5,550	4,834	0	0	0	0	0		
190711 68510 Project Fund Expense - ICECF K-12 Pollinator	25,000	37,714	19,530	18,184	0	0	0	0		
190711 68520 Project Fund Expense - ICECF Pollinator Meadows										
190711 68610 Project Fund Expense - Morton Arboretum Landscape										
190711 61420 Transfer Out to Fund 1908			143,023	0	0	0	0	0		
Total Expenditure										
190711 602,814	381,422	295,390	276,214	390,000	78,088	215,635	291,659	291,659		
Revenue Over/(Under) Expenditure	208,900	(194,638)	(202,527)	(45,837)	(302,533)	39,193	(89,866)	(206,195)		
Ending Balance	208,900	94,278	84,186	38,349	106,768	527,066	397,987	191,792		

FP Capital Project Fund #2 (Hoover - Fox River Bluffs Public RTP Grant Project Fund) Fund 1908

ACCOUNT & DESCRIPTION	BUDGET 2023	FY23 FINAL	BUDGET 2024	FY24 YTD 31-Jul-24	BUDGET 2025	% CHANGE IN BUDGET
Beginning Balance	71,195	230,377	0		0	
REVENUE						
190811 42970 Grant Award	159,182	0			200,000	
190811 XXXXXX Transfer In from Kendall County TAP Program	0	0			189,000	
190811 XXXXXX Transfer In from Fund 1913 Grant Reserve Fund	0	0			200,000	
190811 40300 Transfer In from Capital Fund #1907	0	0				
190811 40300 Transfer In from Land Cash Fund #1910	0	0				
190811 43800 Transfer In from Series 2021 Bond Proceeds Fund #1912	0	0				
Total Revenue	159,182	0	0		589,000	
EXPENDITURE						
190811 61420 Transfer out to Fund 1907	230,377	230,377			200,000	Project residual
190811 XXXXXX Transfer out to Fund 1913 Grant Reserve Fund	0	0			42,000	
190811 66500 Other Expenditures	0	0			347,000	
190811 70650 Professional Services (Architect & Engineer)	0	0				
190811 70330 Construction	0	0				
Total Expenditures	230,377	230,377	0		589,000	
Revenue over/(under) Expenditure	(71,195)	(230,377)	0		0	
Ending Balance	0	0	0	0	0	

**FP Land Cash
Fund 1910**

Notes

ACCOUNT & DESCRIPTION	BUDGET 2021	BUDGET 2022	FY22 AMD 16-Aug-22	FY22 EOY 30-Nov-22	BUDGET 2023	FY23 EOY 30-Nov-23	BUDGET 2024	FY24 VTD 31-Jul-24	FY24 EOY PROJECTION	BUDGET 2025
Beginning Balance										
REVENUE										
191011 40330 Transfer In From Land Cash	157,514	0	0	0	66,959	0	114,757	0	141,283	8,000
191011 41350 Interest Income									5,000	150,000
191011 42970 Grant Awards (Minooka - OSLAD/L/WCF)	136,640	124,271	124,271	124,271			75,000			
191011 42490 Other Revenue				50						
191011 40380 Transfer in From Forest Preserve Capital Fund (1907)	52,700	0	0							
Total Revenue	346,854	124,271	124,271	124,321	66,959	0	189,757	0	146,283	158,000
EXPENDITURES										
191011 67410 Land Acquisition	210,214	329,485	276,785	136,167	207,627	5,264	325,161	0	0	439,687
191011 61300 Transfer Out to Fox River Bluffs RTP Fund 1908			52,700	52,700						
Total Expenditure	210,214	329,485	329,485	188,867	207,627	5,264	325,161	0	0	439,687
Revenue over/(under) Expenditure	136,640	(205,214)	(205,214)	(64,546)	(140,668)	(5,264)	(135,404)	0	146,283	(281,687)
Ending Balance	136,640	0	0	140,668	0	135,404	0	135,404	281,687	0

Rt. 52 - Baker Woods Addition

KCFP Liability Insurance Fund Fund 1911

ACCOUNT & DESCRIPTION	BUDGET 2021	BUDGET 2022	FY22 AMD 16-Aug-22	FY22 EOY 30-Nov-22	BUDGET 2023	BUDGET 2024	FY23 EOY 30-Nov-24	BUDGET 2025	% CHANGE IN BUDGET
Beginning Balance	50,000	45,000	46,300	46,300	46,300	46,300	46,300	44,100	
REVENUE									
191111 40320 Transfer from FP Operation Fund									
191111 XXXXX Interest								2,000	
191111 42120 Insurance Claim Reimbursements				0	0	0	0	0	
Total Revenue	0	0	0	0	0	0	0	2,000	
EXPENDITURE									
191111 68990 Claims/Deductibles	25,000	25,000	25,000	0	25,000	25,000	2,200	25,000	
Total Expenditure	25,000	25,000	25,000	0	25,000	25,000	2,200	25,000	
Revenue over/(under) Expenditure	(25,000)	(25,000)	(25,000)	0	0	0	0	0	
Ending Balance	25,000	20,000	21,300	46,300	21,300	21,300	44,100	21,100	

KCFPD Grant Projects Reserve Fund Fund 1913

ACCOUNT & DESCRIPTION	BUDGET 2021	BUDGET 2022	FY22 AMD 16-Aug-22	FY22 EOY 30-Nov-22	BUDGET 2023	FY23 EOY 30-NOV-23	BUDGET 2024	FY24 YTD 31-Jul-24	FY24 EOY PROJECTION	BUDGET 2025	Notes
Beginning Balance		1,063,405	1,062,110	1,062,110	1,040,349	1,040,349	828,200	828,200	828,200	528,200	
REVENUE											
191311 40390 ARPA Grant Award - Kendall County		200	200	0	100,000						
191311 41350 Interest Income				0	200						
191311 42250 Revenue		828,200		368,999	828,200	3,931					
191311 42970 IDNR PARC Grant Award						459,201					
191311 XXXXXX Transfer from FP #1904 Endowment											
191311 43800 Transfer from Bond Proceeds #1912	1,111,895										
Total Revenue	1,111,895	828,400	200	368,999	928,400	463,132	0	0	0	300,000	Subat Nature Center - Return of RGF's
EXPENDITURE											
191311 61360 Transfer to FP #1905 LRC Dam Removal											
191311 61570 Transfer to FP #1904 Endowment (Subat)											
191311 XXXXXX Transfer to FP #1908											
191311 66500 Other Expenditures											
191311 68530 Preserve Improvements/Master Plan											
191311 70040 Supplies											
191311 70050 Contractual Services											
191311 70060 Consultants											
191311 70330 Construction	400,000	1,036,265	1,034,970	370,247	684,583	666,621					
191311 70650 Professional Services - A&E Services	75,800	27,340	27,340	20,514	11,384	8,659					
Total Expenditure	475,800	1,063,605	1,062,310	390,760	695,966	675,280	804,842	0	300,000	704,842	LRC Dam Removal (319 Reimb.)
Revenue over/(under) Expenditure	636,095	(235,205)	(1,062,110)		232,434	(212,148)	(804,842)			(404,842)	Hoover-Fox River Bluffs Trail Project
Ending Balance	636,095	828,200	0	1,040,349	1,772,782	828,200	23,358	828,200	528,200	123,358	

**FP American Rescue Plan Act Fund
Fund 1914**

ACCOUNT & DESCRIPTION	BUDGET 2021	BUDGET AMD 11-21	BUDGET 2022	FY22 AMD 16-Aug-22	FY22 EOY 30-Nov-22	BUDGET 2023	FY23 EOY 30-Nov-23	BUDGET 2024
Beginning Balance			2,976	7,594	7,594	47,802	47,802	56,300
REVENUE								
191411 Interest Income	30,000	30,000	100,000	100,000	100,000	100,000	100,000	100,000
191411 40390 Transfer of American Rescue Plan Act Funds from Kendall County								
Total Revenue	30,000	30,000	100,000	100,000	100,000	100,000	100,000	100,000
EXPENDITURE								
191411 51160 Salaries - Part Time Grounds Maintenance	8,000	3,700	17,280	17,280	4,654	20,160	14,965	39,028
191411 51390 Salaries - Full Time Grounds Maintenance	716	331	32,600	32,600	34,080	36,474	36,755	2,272
191411 61160 Transfer to KC IMRF Fund	612	283	2,272	2,272	2,403	2,145	2,145	2,986
191411 63050 Transfer to KC SSI Fund	5,000	2,710	2,494	2,494	2,940	4,333	4,333	13,875
191411 63060 ER Contr Health/Denial			11,500	11,500	11,346	12,432	12,432	
191411 66500 Other Expenditures			36,830	41,448	4,369	65,184	20,873	98,139
191411 68530 Preserve Improvements/Master Plan								
191411 70040 Supplies	15,672							
191411 70050 Contractual Services		20,000						
191411 70060 Professional Services - A&E Services								
191411 70330 Construction								
Total Expenditure	30,000	27,024	102,976	107,594	59,792	140,728	91,503	156,300
Revenue over/(under) Expenditure	0	2,976			40,208	(40,728)	8,497	(56,300)
Ending Balance	0	2,976	(0)	(0)	47,802	7,074	56,300	0

**FOREST PRESERVE DEBT SERVICE - SERIES 2021
Fund 1915**

ACCOUNT & DESCRIPTION	ACTUAL 2022	ACTUAL 2023	BUDGET 2024	2024 YTD 8/22/24	BUDGET 2025	% CHANGE IN BUDGET
Beginning Balance		46,652	65,393	65,335	27,990	-57.2%
REVENUE						
191511 41010 Current Tax	81,818	84,244	82,544	44,737	81,544	-1.2%
191511 41350 Interest Income	1	58	100	0	100	0.0%
Total Revenue	81,818	84,302	82,644	44,737	81,644	-1.2%
EXPENDITURE						
191511 66500 Miscellaneous Expenditure	338	0	475		475	0.0%
191511 68640 Fiscal Agent Fee	475	475	1,107	475	1,100	-0.6%
191511 68790 Debt Service - Interest Series 2021	34,354	35,144	33,544	33,544	32,044	-4.5%
191511 68800 Debt Service - Principal Series 2021		30,000	50,000	50,000	50,000	0.0%
Total Expenditure	35,166	65,619	85,126	84,019	83,619	-1.8%
Revenue over/(under) Expenditure	46,652	18,683	(2,482)	(39,282)	(1,975)	-20.4%
TRANSFERS IN						
191511 40510 Transfer from Debt Service Fund 1903				1,937		
Total Transfer In	0	0	0	1,937	0	
Ending Balance	46,652	65,335	62,911	27,990	26,015	-58.6%