frmPrtClaim	aim Kendall County		COMBINED Claims Listing	Listing		03/08/19 7:5	7:56:06 AM Page	011
Vendor#	Name	Invoice #	Description	Date	Budget #	Account Description	Amount	
	FOREST PRESERVE EXPENDITURE							
233 060304 234 060304 235 111513	FIRST NATIONAL BANK OMAHA FIRST NATIONAL BANK OMAHA KONICA MINOLTA	3/4/19:ED 3/4/19:DG 33129863	OFFICE SUPPLIES WATER-HG, OFFICE SUP MONTHLY LEASE FEB 20	03/19/19 03/19/19 03/19/19	27020006200 27020006200 27020006200	OFFICE SUPPLIES & POSTAGE OFFICE SUPPLIES & POSTAGE OFFICE SUPPLIES & POSTAGE	35.87 83.25 203.01 322.13*	** bantrim ** bantrim ** ghauge
236 031510 237 031510 238 031510	COMMONWEALTH EDISON COMMONWEALTH EDISON COMMONWEALTH EDISON	2/28/19:ARENA 2/28/19:HA 2/27/19:RY	HARRIS HARRIS RICHARD YOUNG	03/19/19 03/19/19 03/19/19	27020006351 27020006351 27020006351	ELECTRIC ELECTRIC ELECTRIC	27.87 29.79 28.93 136.59*	bantrim bantrim bantrim
239 060304 240 161592 241 190816	FIRST NATIONAL BANK OMAHA POSITIVE MEDIA SOLUTIONS, INC. SHAW MEDIA	3/4/19:DG . 19-003 2/2019	BRIDAL EXPO, WINTERF YORKVILLE GUIDE AD WEB HOST/JOB ADS	03/19/19 03/19/19 03/19/19	27020006843 27020006843 27020006843	PROMOTION/PUBLICITY PROMOTION/PUBLICITY PROMOTION/PUBLICITY	171.40 675.00 695.95 1,542.35*	** bantrim bantrim bantrim
					Total FOR	FOREST PRESERVE EXPENDITURE	2,001.07*	
	ELLIS HOUSE							
242 060304	FIRST NATIONAL BANK OMAHA	3/4/19:DG	EL-AT & T	03/19/19	27021007076	UTILITIES - ELLIS HOUSE	127.67	** bantrim
243 060304	FIRST NATIONAL BANK OMAHA	3/4/19:MV	ELLIS-OFFICE SUPPLIE	03/19/19	27021007077	OFFICE SUPPLIES & POSTAGE	251.99	** bantrim
244 020172	BARREIT'S ECOWAIER	MAR 2019	ELLIS WATER-MAR 2019	03/19/19	27021007080	GROUNDS & MAINT - ELLIS H		bantrim
	ELLIS GROINDS				Total ELLIS HOUSE	S HOUSE	404.66*	
245 130506 246 130506	MENARDS	43112 42554	ELLIS SUPPLIES ELLIS SUPPLIES	03/19/19 03/19/19	27021027080 27021027080	GROUNDS & MAINT - ELLIS G GROUNDS & MAINT - ELLIS G	77.37 62.97 140.34*	bantrim bantrim
	ELLIS CAMPS				Total ELLIS GROUNDS	S GROUNDS	140.34*	
247 051936	EQUINE VETERINARY PRACTICE LLC	2/28/19	ELLIS-VET CARE	03/19/19	27021107084	VET & FARRIER - ELLIS CAM	60.67	** bantrim

frmPrtClaim	laim Kendall County		COMBINED Claims	Listing		03/08/19 7:56	7:56:06 AM Page	Page 012
Vendor#	<b>Name</b>	Invoice #	Description	Date	Budget #	Account Description	Dist Amount	
					Total ELLIS	IS CAMPS	*429.09	
	ELLIS RIDING LESSONS			u.				
248 060304 249 060304	FIRST NATIONAL BANK OMAHA FIRST NATIONAL BANK OMAHA	3/4/19:MV 3/4/19:DG	ELLIS-ANIMAL SUPPLIE EL_WOOD SHAVINGS	03/19/19	27021117082 27021117082	ANIMAL CARE & SUPPLIES - ANIMAL CARE & SUPPLIES -	158.99 1,091.93 1,250.92*	** bantrim ** bantrim
250 051936 251 101300	EQUINE VETERINARY PRACTICE LLC JOHN RYAN HORSESHOEING	C 2/28/19 0822/19:ELL	ELLIS-VET CARE ELLIS-VET CARE	03/19/19	27021117084 27021117084	VET & FARRIER - ELLIS RID VET & FARRIER - ELLIS RID	60.67 200.00 260.67*	** bantrim ** bantrim
	ELLIS BIRTHDAY PARTIES				Total ELI	ELLIS RIDING LESSONS	1,511.59*	
252 060304	FIRST NATIONAL BANK OMAHA	3/4/19:MV	ELLIS-ANIMAL SUPPLIE	03/19/19	27021127082	ANIMAL CARE & SUPPLIES -	62.00	** bantrim
253 051936 254 060304 255 101300	EQUINE VETERINARY PRACTICE LLC FIRST NATIONAL BANK OMAHA JOHN RYAN HORSESHOEING	C 2/28/19 3/4/19:MV 0822/19:ELL	ELLIS-VET CARE ELLIS-VET CARE ELLIS-VET CARE	03/19/19 03/19/19 03/19/19	27021127084 27021127084 27021127084	VET & FERRIER - ELLIS B-D VET & FERRIER - ELLIS B-D VET & FERRIER - ELLIS B-D	60.66 265.71 100.00 426.37*	** bantrim ** bantrim ** bantrim
					Total ELLIS	IS BIRTHDAY PARTIES	488.37*	
256 060304	ELLIS WEDDINGS FIRST NATIONAL BANK OMAHA	3/4/19:DG	EL-REFUSE P/U	03/19/19	27021207078	REFUSE PICKUP - ELLIS	117.30	** bantrim
							117.30*	
	ELLIS OTHER RENTALS				Total ELL	ELLIS WEDDINGS	117.30*	
257 132035	RHETA MURDAUGH	2/9/19:EL	EL-BIRTHDAY SEC DEP	03/19/19	27021217088	SECURITY DEPOSIT REFUND	150.00	bantrim
	ELLIS 5K				Total ELLIS	IS OTHER RENTALS	150.00*	
258 060304	FIRST NATIONAL BANK OMAHA	3/4/19:ED	BRIDAL EXPO	03/19/19	27021307087	PROG SUPPLIES - ELLIS 5K	69.02	** bantrim
	HOOVER				Total ELLIS	IS 5K	69.02*	
259 231020 260 231020	WIRE WIZARD OF ILLINOIS INC WIRE WIZARD OF ILLINOIS INC	31097,98	HVR ML ALARM MONITOR HVR ALARM MONITORING	03/19/19	27022006862 27022006862	HOOVER - OTHER UTILITIES HOOVER - OTHER UTILITIES	180.00 105.00 285.00*	bantrim bantrim

	COMBINED Claims Listing Description Date HOOVER SHOP SUPPLIES 03/19/19	Budget #	03/08/19 t Description	7:56:06 AM Pag Dist Amount	
	SHOP SUPPLIES 03/19/1	2702200686	- SHOP SUPP	80.50*	** bantrim
3/31/19 HOUVER 3/31/19 HOOVER	EK BLD SUPPLIES 03/19/19 ER SUPPLIES 03/19/19	27022006864 27022006864	HOOVER - BUILDING MAINTEN HOOVER - BUILDING MAINTEN	115.33 57.12 172.45*	** bantrim bantrim
PSI251589 HOOVE	ER-GROUND SUPPLI 03/19/19	27022006865	HOOVER - GROUNDS MAINTENA	249.00	bantrim
19-00010 ML S	SEC DEP RTN 03/19/19	27022007088	HOOVER SECURITY DEPOSIT R	142.50	bantrim
		Total HOOVER	ER	929.45*	
3/4/19:ED ENV ED	ED SCHOOL SUPPLI 03/19/19	27023016849	ENV EDUC - SCHOOL PROG EX	17.03	** bantrim
		Total ENV	ED SCHOOL	17.03*	
3/4/19:ED ENV ED	D CAMP SUPPLIES 03/19/19	27023026849	ENV EDUC - CAMPS EXPENSE	6.22	** bantrim
		Total ENV	ED CAMPS	6.22*	
3/5/19:SW NB-BOOKS	03/19/19	27023036849	ENV EDUC - NATURAL BEGINN	26.85	bantrim
ENV ED OTHER PUBLIC PROGRAMS		Total ENV	ED NATURAL BEGINNINGS	26.85*	
3/4/19:ED ENV ED	MAPLE SYRUP 03/19/19	27023046849	ENV EDUC - OTHER PUBLIC P	162.73	** bantrim
		Total ENV	ED OTHER PUBLIC PROGRAMS	162.73*	
3/4/19:ED ENV EL	D - PET SUPPLIE 03/19/19	27023056849	ENV EDUC - LAWS OF NATURE	22.69*	** bantrim
		Total ENV	ED LAWS OF NATURE	22.69*	
3/4/19:DG WINT	WINTERFEST SUPPLIES 03/19/19	27024006835 27024006835	NAIURAL AREA VOLUNTEER SU NAIURAL AREA VOLUNTEER SU	26.00 59.66 85.66*	** bantrim ** bantrim

frmPrtClaim	laim Kendall County		COMBINED Claims Listing	Listing		03/08/19 7:56:06 AM		Page 014
Vendor#	Name	Invoice #	Description	Date	Budget #	Account Description	Dist Amount	
	CHANGE TECHNICAL TO CHANGE				Total NA	Total NATURAL AREA VOLUNTEER	85.66*	
273 220626	VERIZON (FOREST PRESERVE)	9824486744	CELL PHONES	03/19/19	27025006207	TELEPHONE - GROUNDS & NAT	876.69	bantrim
274 012061 275 040538 276 101297 277 130506 278 130506 279 251510	ATLAS BOBCAT DEKANE EQUIPMENT CORP JOHN DEERE FINANCIAL MENARDS MENARDS YORKVILLE NAPA AUTO PARTS	BV8962 IA62382 1844788 42856 42708 217846,219588	HOOVER-BELT KUBOTA-BLADES HARRIS-MOWER REPAIR HOOVER-SAW BLADES HOOVER-SAW BLADES HARRIS-EQUIP OIL, FIL	03/19/19 03/19/19 03/19/19 03/19/19 03/19/19	27025006216 27025006216 27025006216 27025006216 27025006216 27025006216	EQUIP - GROUNDS & NATURAL	8 /6 . 69 * 25 . 23 63 . 93 64 . 30 67 . 92 67 . 92 138 . 92 7 138 . 93 6	bantrim bantrim bantrim bantrim bantrim
280 110531	KENDALL CO HIGHWAY DEPT	FEB 2019	MAR 2019-GAS/DIESEL	03/19/19	27025006217	FUEL - GAS & OIL	648.53	bantrim
281 060304 282 060304	FIRST NATIONAL BANK OMAHA FIRST NATIONAL BANK OMAHA	3/4/19:DG 3/4/19:DG	HA-REFUSE P/U HVR-REFUSE P/U	03/19/19	27025006847 27025005847	REFUSE PICKUP - GROUNDS & REFUSE PICKUP - GROUNDS &	155.55 153.30 308.85*	** bantrim ** bantrim
283 101297 284 130506 285 251510	JOHN DEERE FINANCIAL MENARDS YORKVILLE NAPA AUTO PARTS	2/27/19:EL 42586 217846,219588	HARRIS SHOP SUPPLIES HARRIS-ICE MELT HARRIS SHOP SUPPLIES	03/19/19 03/19/19 03/19/19	27025007089 27025007089 27025007089	SUPPLIES - SHOP SUPPLIES - SHOP SUPPLIES - SHOP	46.93 32.97 4.37 84.27*	** bantrim bantrim bantrim
	Pickerill-Pigott Forest Preserve	erve			Total GRO	GROUNDS & NATURAL RESOURCES	2,327.04*	
286 031510	COMMONWEALTH EDISON	2/26/19	PICKERILL	03/19/19	27026006351 Total Pic	26006351 ELECTRIC - PICKERILL PIGO Total Pickerill-Pigott Forest Prese	1,087.59*	bantrim

frmPrtClaim	laim Kendall County		COMBINED Claims Listing	Listing		03/08/19	7:56:06 AM	Page 019	
Vendor#	Name	Invoice #	Description	Date	Budget #	Account Description	Dist Amount		
	FP BOND PROCEEDS 2007								
357 160985	PIZZO & ASSOC, LTD	21168	HVR-WOODY CLEARING	03/19/19	95020006830	03/19/19 95020006830 NATURAL AREAS MANAGEMENT	MENT 9,880.00		bantrim
358 091312	358 091312 INNOVATIVE UNDERGROUND, LLC	1261	HOOVER-SEWER MAINT	03/19/19	03/19/19 95020006859	BUILDING IMPROVEMENTS / D		980.00 ban	bantrim

10,860.00\* \$20,468.28

Total FP BOND PROCEEDS 2007

GRAND TOTAL

## KENDALL COUNTY FOREST PRESERVE DISTRICT COMMISSION MEETING MINUTES

#### **FEBRUARY 19, 2019**

#### I. Call to Order

President Gilmour called the meeting to order at 11:02 am in the Kendall County Board Room.

### II. Pledge of Allegiance

All present recited the Pledge of Allegiance.

#### III. Invocation

Commissioner Prochaska offered an invocation for the meeting.

#### IV. Roll Call

Х	Cesich	X	Hendrix	
3.5	Flowers	X	Kellogg	
	Giles	X	Prochaska	
Х	Gilmour	X	Purcell	
Х	Gryder	X	Vickers	

Commissioners Cesich, Gryder, Hendrix, Kellogg, Prochaska, Purcell, Vickers, and Gilmour all were present.

#### V. Approval of Agenda

Commissioner Hendrix made a motion to approve the Commission meeting agenda as presented. Seconded by Commissioner Gryder. Aye, all. Opposed, none.

#### VI. Citizens to Be Heard

No public comments were offered by those in attendance.

#### VII. Approval of Claims for an Amount Not-to-Exceed \$46,476.89

Commissioner Hendrix made a motion to approve claims not-to-exceed \$46,476.89. Seconded by Commissioner Cesich.

Motion: Commissioner Hendrix Second: Commissioner Cesich

Roll call: Claims Not-to-Exceed \$46,476.89

Aye	Opposed	Commissioner	Aye	Opposed	Commissioner
Χ		Cesich	X		Hendrix
		Flowers	Х		Kellogg
		Giles	Χ		Prochaska
Χ		Gilmour	Х		Purcell
Χ		Gryder	Х		Vickers

Motion unanimously approved.

#### VIII. Approval of Minutes

- Kendall County Forest Preserve District Finance Committee Meeting of January 24, 2019
- Kendall County Forest Preserve District Commission Meeting of February 5, 2019
  Commissioner Gryder made a motion to approve the Finance Committee meeting minutes of January 24, 2019, and the Commission meeting minutes of February 5, 2019. Seconded by Commissioner Prochaska. Aye, all. Opposed, none.

#### **OLD BUSINESS**

No agenda items posted for consideration.

#### **NEW BUSINESS**

#### IX. Executive Session

Commissioner Gryder made a motion to enter into executive session under 2(c)5 of the Open Meetings Act for the purpose of discussion of the purchase or lease of real property for the use of the public body, including meetings held for the purpose of discussing whether a particular parcel should be acquired. Roll call: Commissioners Cesich, Gilmour, Gryder, Hendrix, Kellogg, Prochaska, Purcell, and Vickers, aye. Opposed, none.

Executive session called to order at 11:04 am

Commissioner Purcell adjourned from the meeting room at 11:17 am.

Commissioner Hendrix made a motion to adjourn executive session at 11:20 am. Seconded by Commissioner Gryder. Aye, all. Opposed, none.

X. MOTION: Approval of a Request from the Grundy-Kendall Regional Office of Education to Complete Proposed Building Improvements to the Kendall County Outdoor Education Center at Hoover Forest Preserve

Director Guritz presented a request received from the Grundy-Kendall Regional Office of Education to complete building improvements to the Kendall County Outdoor Education Center at

DRAFT FOR COMMISSION APPROVAL: MARCH 19, 2019

Hoover Forest Preserve at no cost to the District, including information submitted on the proposed contractors.

Commissioner Hendrix made a motion to approve a request from the Grundy-Kendall Regional Office of Education to complete proposed building improvements to the Kendall County Outdoor Education Center at Hoover Forest Preserve. Seconded by Commissioner Prochaska.

Commissioner Purcell was not present for the vote.

Motion: Commissioner Hendrix Second: Commissioner Prochaska

**Roll call: Outdoor Education Center** 

Aye	Opposed	Commissioner	Aye	Opposed	Commissioner
Χ		Cesich	Х		Hendrix
		Flowers	X		Kellogg
		Giles	Х		Prochaska
Χ		Gilmour			Purcell
X		Gryder	Х		Vickers

Motion unanimously approved. Commissioner Purcell not present.

## XI. <u>MOTION</u>: Approval of the Kendall County Forest Preserve District Spring 2019 Public Program Fees and Charges

Commissioner Purcell re-entered the meeting at 11:24 am.

Commissioner Hendrix made a motion to approve the Kendall County Forest Preserve District Spring 2019 public program fees and charges. Seconded by Commissioner Gryder.

Motion: Commissioner Hendrix Second: Commissioner Gryder

Roll call: Spring 2019 Public Programs

Aye	Opposed	Commissioner	Aye	Opposed	Commissioner
Χ		Cesich	Х		Hendrix
		Flowers	Х		Kellogg
		Giles	Х		Prochaska
Χ		Gilmour	Х		Purcell
Χ		Gryder	Х		Vickers

Motion unanimously approved.

#### XII. Other Items of Business

 Moody's Investors Service Bond Rating Assignment – Improved Rating from A2 to A1

Director Guritz presented a report and press release from Moody's Investors Service notifying the District of the improved A1 bond rating.

DRAFT FOR COMMISSION APPROVAL: MARCH 19, 2019

- Woodlands and Wildlife Festival Special Event Report
- Ellis Bridal Expo Sunday, March 3, 2019 11 am 2 pm
- Makin' Maple Magic Hoover Forest Preserve Saturday, March 9,
   2019 9:30 am 11:30 am

#### XIII. Citizens to Be Heard

No public comments were offered by citizens in attendance.

#### XIV. Adjournment

Commissioner Prochaska made a motion to adjourn. Seconded by Commissioner Kellogg. Aye, all. Opposed, none. Meeting adjourned at 11:28 am.

Respectfully submitted,

**David Guritz** 

Director, Kendall County Forest Preserve District

## KENDALL COUNTY FOREST PRESERVE DISTRICT FINANCE COMMITTEE MEETING MINUTES

#### **FEBRUARY 28, 2019**

#### I. Call to Order

Committee Chair Kellogg called the Finance Committee meeting to order at 6:22 pm in the Kendall County Board Room.

#### II. Roll Call

Commissioners Cesich, Vickers, and Kellogg all were present.

#### III. Approval of Agenda

Commissioner Cesich made a motion to approve the agenda as presented. Seconded by Commissioner Vickers. All, aye. Opposed, none.

#### IV. Citizens to be Heard

Bill Baumann stated he was present to respond to questions on the Kluber Architect + Engineers proposal for development of construction cost estimates for the Pickerill estate project.

### V. Motion to Forward Claims to Commission for an Amount Not-to-Exceed \$6,090.77

The Finance Committee reviewed the claims list.

Commissioner Cesich made a motion to forward claims for an amount not-to-exceed \$6,090.77. Seconded by Commissioner Vickers. Aye, all. Opposed, none.

## VI. Review of Financial Statements and Cost Center Reports through January 31, 2019

Latreese Caldwell presented a review of the financial statements and cost center reports through January 31, 2019.

#### VII. FY18 Audit Presentation – Mack & Associates, P.C.

Lauri Pope, Senior Associate of Mack & Associates, P.C., presented the FY18 audit for the Kendall County Forest Preserve District. Two items were discussed to improve the District's internal checks. The first item presented focused on review and signature sign-off on the District Director's procurement card purchases.

#### DRAFT FOR COMMISSION APPROVAL: 03-19-19

The second item noted was the need to put in place a process to confirm fulfillment of equestrian program services within the program calendar based on program revenues received.

The audit was clean, with the District meeting budget expectations for the fiscal year. The District over expended total appropriations within the operations fund for the year.

# VIII. Pickerill-Pigott Phase I Improvements – Upland Design, Ltd. Proposal for Bid Specifications Development and Construction Management Services

The Finance Committee reviewed the final proposal received from Upland Design, which was scheduled for presentation to the Committee of the Whole. The District will be able to enter contract with Upland Design following execution of the State of Illinois OSLAD grant agreement for the project.

### IX. Review of Architectural Firm Proposals for the Development of Construction Cost Estimates for Building Code and Public Access Improvements of the Pickerill Estate House

The Finance Committee reviewed the two proposals submitted by architectural firms for the development of construction cost estimates for converting the Pickerill estate house to public use. The two proposals are scheduled for further review and discussion by the Committee of the Whole.

## X. Galena Road Parcel – Potential Farm License Agreement for Hay Production

The Finance Committee discussed a potential farm license agreement for production of hay on the Galena Road parcel. Direction was received to reach out to the farmer expressing interest in licensing the property to develop a 3-year license agreement. Finance Chair Kellogg indicated that a viable harvest of hay should not take 3-years to achieve.

## XI. Waste Management Trash and Recycling Collection Services – Contract Review and 1-Year Extension

The District is completing an audit of Waste Management billings against the contract and bid results. An update will be provided to the Finance Committee once the analysis is complete. The contract allows for a 1-year contract extension if the District elects to extend the agreement, and Waste Management confirms the contracted amounts for the upcoming year.

DRAFT FOR COMMISSION APPROVAL: 03-19-19

### XII. Hoover Forest Preserve – Meadowhawk Lodge Lighting – Quotes for Solar Fixture Repair and LED Fixtures Replacements

Estimates for repairing or converting the Hoover Forest Preserve – Meadowhawk Lodge parking lot fixtures from existing solar to LED fixtures was reviewed, with direction received to develop the scope of work and cost estimates for fixture replacements.

#### XIII. 2019 Farm License Agreement – Baker Woods Hay Production

The Finance Committee reviewed the proposed 2019 farm license agreement for the production of hay at Baker Woods Forest Preserve. Commissioner Cesich made a motion to forward the draft license agreement to the Committee of the Whole for review. Seconded by Commissioner Vickers. All, aye. Opposed, none.

#### XIV. Executive Session

None.

#### XV. Other Items of Business

None.

#### XVI. Citizens to be Heard

No public comments were offered by citizens in attendance.

#### XVII. Adjournment

Commissioner Cesich made a motion to adjourn. Seconded by Commissioner Vickers. Aye, all. Opposed, none. Meeting adjourned at 7:25 pm.

Respectfully submitted,

David Guritz

Executive Director, Kendall County Forest Preserve District

To: Kendall County Forest Preserve District Board of Commissioners

From: David Guritz, Director

RE: Pickerill Estate House Conversion for Public Use

Architectural Firm Feasibility Study and Cost Estimation Services

Date: March 19, 2019

Proposals received from two architectural firms were reviewed by the Finance Committee and Committee of the Whole for the completion of a feasibility study and construction cost estimation for the conversion of the Pickerill Estate House for public use, with a recommendation to approve the proposal received from Kluber Architects and Engineers:

Kluber Architects + Engineers \$8,875.00 Reimbursable expenses at cost not-to-exceed \$200.00

#### Recommendation:

District staff recommends approval of the Kluber Architects + Engineers proposal in the amount of \$8,875.00 plus reimbursable expenses for an amount not to exceed \$200.00 for a total project cost of \$9,075.00.











## **Kendall County Forest Preserve**

February 26, 2019

### Ken Pickerill Estate House Conversion

#### **Submitted To:**

Kendall County Forest Preserve Attn: Mr. David Guritz 110 W. Madison Street Yorkville, Illinois 60560

#### Submitted By:

Kluber Architects + Engineers Batavia, IL 60510 Phone: 630.406.1213

Fax: 630.406.9472 Email: mkluber@kluberinc.com





February 26, 2019

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

Re: Proposal for the Ken Pickerill Estate House Conversion

Dear Mr. Guritz,

Kluber Architects + Engineers would like to present our qualifications for your consideration to provide architectural and engineering services to the Kendall County Forest Preserve.

We are known throughout Northern Illinois for our comprehensive planning and design services. Our team brings a strong track record for completing successful projects for units of government including State, County, and Municipal. We pride ourselves on the efficiencies of our design and construction process.

For your project, we will select a project manager from our senior leadership team who will best fit the project's needs. The project manager will be your guide through the project process, linking the Kendall County Forest Preserve stakeholders to our entire design team. Our design team is a highly experienced group of results-oriented licensed engineers and architects They are adept at the collaboration and knowledge necessary to deliver successful projects, as they have been working together for many years.

We believe that the difference between Kluber and our competition is our People, Knowledge, Results, and our Approach. Our approach is to ensure the highest level of service possible by assigning one or more members of our leadership team to every project and giving your county access to those leaders. This approach creates a culture of accountability and client satisfaction. We are confident that our skills and expertise are an excellent fit for the Kendall County Forest Preserve and that we will provide the support your leaders require to make the best decisions possible for your organization and the community you serve.

Warm Regards,

Michael T. Kluber

President

Kluber Architects + Engineers















February 25, 2019

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

Re:

Kendall County Forest Preserve - Ken Pickerill Estate House Conversion

Kluber, Inc. Proposal No. 190228.01

Dear Mr. Guritz:

Thank you for the opportunity to present this Proposal for Professional Services for the above referenced Project. It is our understanding that the Kendall County Forest Preserve would like to convert the Ken Pickerill Estate House, located at 6350A Minkler Road in Yorkville, Illinois into a multi-purpose, publicly accessible facility.

#### OVERVIEW OF PROJECT SCOPE

The Project consists of providing a feasibility study for the Kendall County Forest Preserve containing a cost estimate\*, narratives and supporting documents/schematic diagrams for the conversion of the Pickerill House into a publicly accessible facility on the first floor. The cost estimate and supporting documents will include the following:

- ADA access plans for the first-floor that include building access ramps, actuated entry doors, widening of interior doors and interior fixtures to meet ADA codes
- Fire alarm (wireless detectors and monitoring) and public buildnig code improvements including emergency lights, audio/visual alarm indicators; wireless control panel with wireless monitoring, or dedicated phone line circuit if needed
- Septic field installation based on first-floor maximum capacity
- Asbestos abatement as needed based on anticipated disturbances
- Interior first-floor finishes to meet ADA requirements
- Interior bathroom remodeling to meet ADA requirements
- Interior electrical lighting fixture improvements (LED fixtures); circuit breaker upgrades, code-required GFI outlets
- Other required improvements and replacements

The following items will be included as an alternate, if budget allows:

- Exterior security lighting fixtures (street light, front and rear entry ways)
- Exterior elevation wood fascia replacement
- Elevator to second floor (provided that the State allows for second floor to be used for storage only)
- ADA interior widening; bathroom remodeling and other code requirements
- Interior painting

\*The cost estimate in the report will include architectural design fees as necessary for the development of bid/contractor specifications.

#### **INITIAL INFORMATION**

The program for the Project is to be determined.

- The Owner's budget for the Cost of the Work is to be determined. Kluber will prepare budget numbers to
  assist Owner in establishing the Cost of the Work. The Cost of the Work is the total cost to construct all
  elements of the Project designed or specified by Kluber, Inc.; it does not include A/E fees, land acquisition
  costs, permit fees, utility service connection or activation fees, financing costs, contingencies for changes in
  the Work, or other soft costs that are the responsibility of the Owner.
- The anticipated Project schedule is for this report to be complete no later than May 31, 2019.
- The Owner's representative for the Project will be Dave Guritz.
- Kluber, Inc.'s representative for the Project will be Bill Baumann.

The foregoing is based on our meeting with you on February 7, 2019 and our review of the site on February 21, 2019. The following additional information is available for our use:

- Midwest Environmental Consultants Asbestos Testing Report
- Discovery Home Inspection Report dated November 22, 2017
- · Basement, first and second floor architectural floor plans and elevation concept drawings
- Existing cavitat septic system design

#### **BASIC SERVICES**

Kluber, Inc. proposes to provide usual and customary architectural and engineering Basic Services for the Project as set forth in the standardized AIA B101 - 2007 Standard Form of Agreement between Owner and Architect (and in accordance with the general understandings applicable to our relationship with you, with limitations as follows:

#### Feasibility Study/Programming:

- Site review to document and observe existing conditions.
- Review of available information noted above.
- Kick-off meeting with Owner to discuss Project goals and gather understanding of proposed new use.
- Perform code review as required for work related to Project scope of work.
- Develop preliminary options for Owner Review.
- Prepare estimate of Cost of the Work.
- Review meeting with Owner prior to formal presentation.
- Review meeting with Committee of the Whole to present findings.

#### ADDITIONAL SERVICES

Additional Services are not included in the Basic Services described above, but may be required for the Project or specifically requested by the Kendall County Forest Preserve.

#### COMPENSATION

Kluber, Inc. proposes to provide the Basic Services described above for a lump sum fee of \$8,875.00.

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

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

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

Basic Services:	
Feasability/Programming Phase	<u>\$8,875.00</u>
Total Basic Services	Fee:\$8,875.00



#### Additional Services:

Reimbursable Expenses incurred in connection with our services will be charged on the basis of cost, without additional markup. Anticipated reimbursable expenses for this project include expedited courier services, printing and plotting, document reproduction, premiums for professional liability insurance in excess of usual and customary coverage and models, renderings or professional photography, and are anticipated not to exceed \$200.00

Changes in services, when authorized, will be charged on an hourly rate as scheduled hereafter and amended annually in accordance with our hourly rate schedule (2019):

Kluber Architects + Engineers Staff	<b>Hourly Rate</b>
Principal	\$225.00
Project Manager	
Project Mechanical Engineer III	\$165.00
Project Mechanical Engineer II	\$140.00
Project Mechanical Engineer I	\$115.00
Project Electrical Engineer III	\$165.00
Project Electrical Engineer II	
Project Electrical Engineer I	\$115.00
Project Structural Engineer III	\$165.00
Project Structural Engineer II	\$140.00
Project Structural Engineer I	\$115.00
Project Technologist	\$165.00
Project Architect III	
Project Architect II	\$115.00
Project Architect I	\$95.00
Interior Designer III	\$115.00
Interior Designer II	\$95.00
Interior Designer I	\$75.00
Construction Observer	\$95.00
Senior Project Coordinator	\$75.00
Project Coordinator	\$55.00

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

#### TIMING

All services contemplated within this proposal shall be completed within 2 months after the acceptance date. Services performed after closure of that window will be billed hourly in accordance with the rates set forth above.



#### **FINAL NOTE**

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

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

Sincerely,

Michael T, Kluber, P.E.

President \ Kluber, Inc.

Accepted (Signature)

Date

David Guritz, Director

By (printed name and title)

#### Confidentiality Notice:

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

To: Kendall County Forest Preserve District Board of Commissioners

From: David Guritz, Director

RE: Pickerill Estate House Conversion for Public Use

Federal Funding Appropriations Request

Date: March 19, 2019

The Committee of the Whole discussed submission of an appropriations request to U.S. Representative Lauren Underwood – 14<sup>th</sup> District to complete public access and lifesafety improvements to the Pickerill estate house.

A draft appropriations submission form has been completed for review and approval, with Kluber Architects + Engineers consulted to determine an appropriate amount for the request, which would include funds necessary to address building interior and exterior improvement projects beyond the minimum costs to achieve public occupancy and life safety code improvements.

#### Recommendation:

District staff recommends submission of an appropriations request to U.S. Representative Lauren Underwood – 14<sup>th</sup> District for public access, ADA and life safety improvements of the Pickerill estate house at Pickerill-Pigott Forest Preserve.





ABOUT CONTACT

TACT ISSUES

**MEDIA** 

**SERVICES** 

### **APPROPRIATIONS REQUEST FORM**

Start Complete

The Fourteenth District of Illinois is home to many cities, villages, organizations, and institutions working on important projects that receive funding from the federal government. In order to be sure that I am hearing from my constituents, I have set up this page to solicit appropriations requests. Please take the time to let me know more about your appropriations request, and how my office can be helpful to you.

If you have any questions, please feel free to call my Washington, D.C. office at (202) 225-2976 and ask to speak to my legislative staff about your appropriations request.

*Please note that requests must be submitted by March 19, 2019 to be considered.* If you are a constituent or local organization and believe you will need additional time to complete your request, please call my Washington, D.C. office and we will work with you to help.

Note: Fields marked with an \* are required.

☑ Check this box if your organization is located or operates primarily in Illinois

Your Contact Information	
Prefix:	
Mr.	~
First Name: *	
David	
MI:	
D	
Last Name: *	
Guritz	
Phone Number *	
630-553-4131	
Alternate Number	
630-553-4025	
Organization Information	
Organization/Requestor Name *	
Kendall County Forest Preserve District / Judy Gilmour - President	
Organization Head First Name *	
Judy	

Cilmour	
Gilmour	
Street Address: *	
110 West Madison Street	
Street Address Continued:	
City: *	
Yorkville	
State: *	
IL	
Zip Code: *	
60560	
Appropriation Request	
n which Appropriations bill, Agency, Account is this federal program funded? *	
Interior, Environment, and Related Agencies	*
Request Type *	
Funding Request	•
Program / Language Title	
Pickerill-Pigott Forest Preserve Education Center - Public Access Improvements	
Seneral Information	
Describe the problem or issue to be addressed through this request. Please include a details as possible, and explain why the problem cannot be addressed without the ap	
Kendall County Forest Preserve District is requesting support to complete public access improvements for an existing structure (estate house) at Pickerill-Pigott Forest Preserve. Federal funding requested will complete improvements for ADA access (entry ramps; flooring; actuated doors; elevator); life safety improvements (fire alarm system; exterior lighting; emergency and entry/exit door lighting), and health and safety improvements (asbestos abatement; septic field installation based on 150 persons building capacity); and exterior building envelope improveme (exterior fascia material replacement; roof shingle replacement; HVAC heating and air conditions system improvements). Kendall County Forest Preserve District available capital funding is curred dedicated to completing preserve public access improvements to open the preserve to the public Federal funding is requested and needed to complete public access improvements to the propositions.	entry  nts  ing  ently  lic.

Describe the project or program, what it will do and why it is necessary. Describe the services and products that will be provided and the reasons for your request. \*

Kendall County Forest Preserve District completed a public interest survey and master plan for Pickerill-Pigott Forest Preserve in 2018 that communicated broad public support for conversion of the Pickerill Estate house to operate a multi-purpose publicly-accessible education and outdoor recreational facility in partnership with several local government and private entities including the Oswegoland Park District, Waubonsee Community College; Kendall-Grundy Soil and Water Conservation District; University of Illinois-Cooperative Extension, Grundy-Kendall Regional Office of Education, The Conservation Foundation, and the Forest Foundation of Kendall County. The converted facility will serve as the repository for the District's archival collections, training and classroom facilities for the District's natural areas volunteer and educational programs, office space for the District and partnering organizations, and as a public education and interpretive center.

The District is in the process of completing phase-I master plan public access improvements to the Pickerill-Pigott Forest Preserve with support funding awarded through the FY19 State of Illinois Open Space Land Acquisition and Development (OSLAD) program.

Services offered will include school and community-based conservation and outdoor recreational programming, school field trips and summer camps, public programming, facility meeting and special event rentals, community special events, and host training courses, workshops, and conferences in partnership with local community partners.

Funding	
Requested Funding Action	
Support Total Funding Level of	•
Funding Request (the amount you are requesting) * \$ 400,000	
President's Budget Amount	
Provide requested language and indicate whether it is bill language, report language.  Bill language: Pickerill-Pigott Forest Preserve Public Access Improvements	age or both. *

#### Provide a brief explanation justifying the request and how it is a good use of taxpayer funds.

This request will establish a new operational public program center for the District operated in collaboration with local area government and not-for-profit agencies. Anticipated operational revenues from public programs will offset current operational fund losses. The proposed building public-access and life-safety improvements will support District efforts to sustain operations within budgetary limits, and extend and enhance public education program services offered for children, adults, and seniors.

Opening of the <u>Pickerill-Pigott</u> Forest Preserve to the public, and establishing a new publicly-accessible education and outdoor recreational support facility received broad and documented public support through surveys completed during the District's master planning process.

Adaptive re-purposing of the existing \$1.5M - \$2M structure generates a significant taxpayer savings over costs for construction of a new multi-use facility. Interior and exterior building modification costs to meet public accessibility and life-safety codes and standards leverages the full-value of the existing capital asset for public use.

To: Kendall County Forest Preserve District Board of Commissioners

From: David Guritz, Director

RE: Hoover Rail Crossing Improvements Updates

Date: March 19, 2019

The Hoover Rail Crossing Improvements Project is now on track for completion in late-May and early-June, 2019.

During the March Committee of the Whole meeting, the Committee reviewed the calculated costs for the purchase of a ComEd electric utility service line easement (\$40,060.00) and OmniTRAX electric utility service line easement (\$1,937.00) payable to the District. The two easements will be located at Hoover Forest Preserve for a maximum term of 99-years. The electrical service line leading into the preserve from Fox Road up to the location of the new ComEd transformer will be maintained by ComEd at no cost to the District.

#### Applications for the Purchase of Easements

The District has communicated the need for ComEd and OmniTRAX to purchase 99-year easements to power the crossing gates and warning signals at Hoover Forest Preserve. The proposed easements will be located within 20' from the centerline of the location of the preserve's existing electrical service line. ComEd will be taking over the above ground and below ground service line and infrastructure running north into the preserve off of Fox Road, then west to the field area south of Meadowhawk Lodge. At this location, a new transformer will be installed, and new service line run under Hoover Road using incremental boring to establish the new electric service on OmniTRAX property. Both firms will be reimbursed under the FHA-IDOT rail safety grant.

Total purchase costs and District proceeds will be \$40,060.00 for the ComEd grant of easement and \$1,937.00 for the OmniTRAX grant of easement.

The grant of easement documents will be developed and presented to Commission for formal approval once payments are received with the final survey plats and legal descriptions. ASA Coffey will prepare the final documents for Commission approval.

#### Recommendations:

- Approve the calculated ComEd grant of easement costs in the amount of \$40,060.00 payable to the Kendall County Forest Preserve District.
- Approve the calculated OmniTRAX grant of easement costs in the amount of \$1,937.00 payable to the Kendall County Forest Preserve District.

Hoover Forest Preserve
FHA-IDOT Rail Crossing Improvement Project
ICC Docket T16-0003
Hoover Forest Preserve
Easement Cost Estimates - ComEd

#### KENDALL COUNTY FOREST PRESERVE DISTRICT

Ordinance #06-04-01 Easement Cost Calculation (99-years)

ORDINANCE REGARDING THE GRANTING OF EASEMENTS AND LICENSES

#### Application Fee (Section 8A)

\$750

#### Monetary Fee Calculation (Section 8.B.1.a)

Fair Market Value + \$25,000 per acre

Per Acre Cost Calculations

Fair Market Value Comparable - 2015 Fox River Bluffs Acquisition Cost

Fox River Bluffs Forest Preserve

\$13,437 per acre

Ordinance-assigned Cost

\$25,000 per acre

TOTAL

\$38,437 per acre

#### **Area Calculations**

#### Area 1

Fox Road to Existing Electrical Pole (Overhead Line)

ComEd Easement Centerline Length Estimate

900 feet

Easement Width Estimate (15' from centerline)

30 feet

Area 1 Total Area

27,000 square feet

#### Area 2

Existing Electrical Pole to OmniTRAX-Illinois Railway Proposed Easement

ComEd Easement Centerline Length Estimate

585 feet

Easement Width Estimate (15' from centerline)

30 feet

Area 2 Total Area

17,550 square feet

#### Area 1 + Area 2 Easement Cost Estimate

27,000 square feet + 17,550 square feet = 44,550 square feet =

1.0227 acres

1.0227 acres X 38,437 per acre =

\$39,310

#### Tree Replacement Fee Calculation (Section 8C)

.

Quantity

\$500 DBH 2 to 8 inches

Total

\$1,000 DBH 8 inches or greater

Total

MV DBH greater than 20 inches

Total

Tree inventory required

N/A

Reimbursements to the	District	(Section 8D)
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Quantity

Out-of-pocket costs

\$50 per hour

Total

N/A

#### Wetland Report (Section 9B)

Not required

Hoover Forest Preserve
FHA-IDOT Rail Crossing Improvement Project
ICC Docket T16-0003
Hoover Forest Preserve
Easement Cost Estimates - OmniTRAX - Illinois Railway

#### KENDALL COUNTY FOREST PRESERVE DISTRICT

Ordinance #06-04-01 Easement Cost Calculation (99-years)

ORDINANCE REGARDING THE GRANTING OF EASEMENTS AND LICENSES

#### Application Fee (Section 8A)

\$750

#### Monetary Fee Calculation (Section 8.B.1.a)

Fair Market Value + \$25,000 per acre

Per Acre Cost Calculations

Fair Market Value Comparable - 2015 Fox River Bluffs Acquisition Cost

Fox River Bluffs Forest Preserve

\$13,437 per acre

**Ordinance-assigned Cost** 

\$25,000 per acre

TOTAL

\$38,437 per acre

#### **Area Calculations**

#### Area 1

ComEd Easement South Boundary to IL Railway ROW

Plat of Easement Centerline Length Estimate

54 feet

Easement Width Estimate (15' from centerline)

25 feet

Ordinance Minimum

Area 1 Total Area

1,350 square feet

#### Area 1 Easement Cost Estimate

1,350 square feet =

.0309 acres

0.0309 acres X 38,437 per acre =

\$1,187

Tree Replacement Fee Calculation (Section 8C) Quantity	Tree F	Replacement Fee	<b>Calculation</b>	(Section 8C)	Quantity
--	--------	-----------------	--------------------	--------------	----------

\$500 DBH 2 to 8 inches \$1,000 DBH 8 inches or greater MV DBH greater than 20 inches Total

Total

Total

#### No tree inventory req.

N/A

Reimbursements to the District (Section 8D)	Quantity		
Out-of-pocket costs	\$50 per hour	Total	N/A

### Wetland Report (Section 9B)

Not required

Proposed ComEd-OmniTRAX Easements at Hoover Forest Preserve

To: Kendall County Forest Preserve District Board of Commissioners

From: David Guritz, Director

RE: OmniTRAX Purchase Order Terms and Conditions Agreement

Date: March 19, 2019

The Kendall County State's Attorney's Office has completed its review of the Purchase Order Terms and Conditions agreement included with the Company's vendor application form.

The District has provided contact information requested in the application cover form, and W-9 form to facilitate anticipated payment for the proposed grant of easement.

ASA Coffey is recommending that the District denies approval of the Purchase Order Terms and Conditions agreement, citing that the document is necessary for the Company to complete and submit payment for the proposed grant of easement.

#### Recommendations:

 Consider and deny a motion to approve the OmniTRAX & Affiliates Purchase Order Terms and Conditions Agreement.



#### OmniTRAX & Affiliates - Vendor Profile

July 5, 2017

Dear Supplier,

In order for OmniTRAX to establish you as an approved vendor, please fill out this form and return immediately to the requester or to AP at <a href="mailto:omnitrax.accounts.payable@omnitrax.com">omnitrax.accounts.payable@omnitrax.com</a>.

Completion and return of this form is essential to transact business with OmniTRAX and its Affiliates. Failure to return this form, or incomplete information, <u>will</u> result in delayed system set-up, orders and payment. Please complete this form as fully as possible and return within 24 hours.

(REMIT YOUR INVOICES TO: omnitrax-invoices@avidbill.com)

section 2 company information.		
Company Name	Kendall County Forest Preserve District	
Physical Address	110 W. Madison Street Yorkville, Illinois 60560	
Mailing Address (if different)		
Contact Name David D. Guritz	Z Contact #	
Email (preferably a group e-mail	ll address)kcforest@co.kendall.il.us	
Taxpayer ID (N/A for Canadian A	Applicants)36-6006598	
Business Type: Individual/	/Sole Proprietor Corporation Partnership LLC X Municipa	al Gov't Agency
Section 2 – Bank ACH/EFT Information	ion:	
Bank Name	Contact	
Contact #	Email	
Account #	(ACH)ABA #	
Email Address for Remittance Inf	formation	
Section 3 - Completed by:		
Name David Guritz	Title <u>Executive Director</u>	
Signature: Jan	Date 03/08/19	
For OmniTRAX Use Only:		
Confirmation of due diligence		
Name	Date	

RAIL MADE

**EASY** 

## Form W-9 (Rev. November 2005) Department of the Treasury

#### Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

22			
on page	Kendall County Forest Preserve District  Business name, If different from above		
Print or type Specific Instructions on	Check appropriate box:   Individual/   Corporation   Partnership   Other	Municipal Gov'l Exempt from back withholding	up
Print o	Address (number, street, and apt. or suite no.) 110 West Madison Street	Requester's name and address (optional)	
15	City, state, and ZIP code		
De	Yorkville, Illinois 60560	. 1-866-894-20	33
See S	List account number(s) here (optional)		
Par	Taxpayer Identification Number (TIN)		
backu alien, your o	your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to up withholding. For individuals, this is your social security number (SSN). However, for a restable proprietor, or disregarded entity, see the Part I instructions on page 3. For other entitienemployer identification number (EIN). If you do not have a number, see How to get a TIN or . If the account is in more than one name, see the chart on page 4 for guidelines on whose ser to enter.	sident ies, it is n page 3.	
Par		1010+0101010101010	
	r penalties of perjury, I certify that:		
	he number shown on this form is my correct taxpayer identification number (or I am waiting	for a number to be issued to me), and	
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and			
3. 18	am a U.S. person (including a U.S. resident allen).		
withhor For marrang	fication instructions. You must cross out item 2 above if you have been notified by the IRS olding because you have falled to report all interest and dividends on your tax return. For re- ortgage interest paid, acquisition or abandonment of secured property, cancellation of debli- general (IRA), and generally, payments, other than interest and dividends, you are not required to your correct TIN. (See the instructions on gage 4.)	eal estate transactions, item 2 does not apply t, contributions to an individual retirement	

#### Purpose of Form

Signature of

U.S. person ▶

Sign

Here

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (Including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
  - 2. Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.
- In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

 An individual who is a citizen or resident of the United States.

Date > 03/08/2019

- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

The U.S. owner of a disregarded entity and not the entity,

## PURCHASE ORDER TERMS AND CONDITIONS OF PURCHASE

- 1. **AGREEMENT.** By the execution of this Agreement ("Agreement"), \_\_\_\_\_ ("Seller") agrees that each Purchase Order, relating to the purchase and sale of Products and/or Services specified in the Purchase Order, between Seller and the railroads and other entities listed on Exhibit A to this Agreement for which OmniTRAX, Inc. is authorized to execute this Agreement as their agent and for no other purpose whatsoever (individually, the "Purchaser" and collectively, the "Purchasers"), which Seller enters into with a Purchaser or Purchasers shall be subject to the terms and conditions of this Agreement. This Agreement shall (the "Effective Date") and shall remain in effect until either party shall give the other party not less than thirty (30) days written notice to terminate for any reason whatsoever in that party's sole discretion and regardless of performance or non-performance of any covenants and agreements contained in this Agreement and without regard to any loss or damage incurred by either party as a result of such termination or cancellation. Termination of this Agreement shall not affect any liabilities or obligations of the parties which accrued prior to such termination. Purchaser objects to variations in and additions to any of the terms and conditions stated in this Agreement, regardless of the wording of Seller's acknowledgement, acceptance, invoice, shipping receipt or other written communications ("Seller's Forms"). Any terms in Seller's Forms which add to, vary from, or conflict with the terms and conditions of this Agreement shall be void unless mutually agreed to in writing. Notwithstanding the foregoing, if there is a separate services agreement, task order or other written contract (collectively, the "Written Contract") in effect between Purchaser and Seller which governs the sale of Products and/or Services specified in the Purchase Order, the terms and conditions of the Written Contract shall take precedence and govern the sale of Products and/or Services in lieu of the terms and conditions specified in this Agreement.
- 2. **DEFINITIONS.** Where the context permits, the following words shall have the meaning indicated: (i) "Products" means all goods, materials, chattels, equipment, and machinery to be provided pursuant to a Purchase Order which is made subject to the terms and conditions of this Agreement; (ii) "Services" means all facility, maintenance or repair, warranty, contractor or third party, professional, consulting, software or electronic services to be provided pursuant to a Purchase Order which is made subject to the terms and conditions of this Agreement and (iii) "Purchase Order" means any purchase order issued by Purchaser to Seller which is made subject to the terms and conditions of this Agreement, including Purchase Orders issued via electronic transmission.
- 3. **SHIPPING.** All Products shall be shipped at Seller's risk, and Seller assumes all risks of loss or damage during the shipment of Products to the Purchaser. All Products shall be shipped F.O.B. Purchaser's location, freight prepaid, unless otherwise specified elsewhere in the Purchase Order. If Purchaser receives any shipments from Seller which contain Products in excess of the quantity ordered by Purchaser, Purchaser, at its sole discretion, may 1) return the excess quantity to Seller at Seller's cost and expense, or 2) retain the excess quantity and pay to Seller the per unit price as previously agreed to by the parties. If any order is shipped less than 95% order line fill, Purchaser reserves the right to cancel the remaining line item quantity if not yet shipped and with not less than twenty-four (24) hours notice. If Purchaser receives any shipments from Seller which contain Products shipped in error (including, without limitation, wrong material, specification and/or location), Purchaser, at its sole discretion, may 1) return the Products shipped in error to Seller at Seller's cost and expense, or 2) retain the Products and pay to Seller the per unit price as agreed upon by the parties.
- 4. **WARRANTY.** Seller expressly warrants that it is the owner of all Products and/or Services and has clear title, free from liens, claims and encumbrances of any kind to all Products and/or Services and has all necessary authority to transfer to Purchaser the Products and/or Services which are incorporated into a Purchase Order.
- 5. **CHANGE and/or BLANKET ORDERS.** Purchaser reserves the right to make any changes in the specifications of the Products and/or Services ordered or in the method or place of delivery of them, provided, that if Seller will not make such changes, this Agreement and/or a specific Purchase Order made subject to the terms and conditions of this Agreement may be terminated by Purchaser, at its sole discretion, with no further obligation by Purchaser to Seller and further provided, that if any such changes should result in additional costs to Seller, then the prices herein shall be equitably adjusted. All claims by Seller for adjustments under this clause must be asserted by Seller, in writing and in full, within thirty (30) days from the date of notification of the change or shall be waived. Purchaser shall have the right to audit Seller's records to verify such claims.
- 6. **TERMINATION OF PURCHASE ORDER.** Purchaser may terminate any Purchase Order at any time, in whole or in part, by written notice or via electronic transmission in accordance with Section 9 of this Agreement, whereupon Seller shall terminate delivery of the Products and/or Services pursuant to the terms of such notice.
- 7. **TIME OF DELIVERY.** Time is of the essence in this Agreement. Therefore, Purchaser may require that Products and/or Services not delivered or rendered within the time specified in the Purchase Order be shipped by the most expeditious and rapid means of transportation and/or rendered no later than a time specified by Purchaser, with additional cost of said expedited shipment of Products or rendering of Services to be paid by Seller. Notwithstanding the forgoing, Purchaser, at its sole option, may cancel all or part of a Purchase Order by not less than twenty-four (24) hours written notice to the Seller if the shipment of Products is not made or the Services are not rendered within the time frame specified in the Purchase Order, or if Seller, in Purchaser's reasonable judgment, fails to make timely and adequate progress towards performance of a Purchase Order.
- 8. **WAIVER.** Purchaser's waiver of any breach by Seller of any of the provisions of this Agreement or specified in a Purchase Order shall not constitute a waiver of any other breach of the same or any other provision.
- 9. **ELECTRONIC COMMERCE AGREEMENT.** Purchaser and Seller agree to transact electronic exchanges of Purchase Orders, including modifications or cancellations of Purchase Orders. Electronic transmission of a Purchase Order by Purchaser to Seller shall be effective as an offer when it is received on Seller's terminal. Said offer shall be accepted by Seller either via electronic transmission of an acknowledgment, acceptance or receipt of the offer, or the shipment of Products of rendering of Services as set forth in the Purchase Order. The terms of any electronically transmitted Purchase Order shall be those terms and conditions contained in the Purchase Order, plus the terms and conditions of the Agreement. In the event of a conflict between the terms and conditions contained in a Purchase Order and the terms and conditions contained in the Purchase Order shall govern.

- 10. **INDEPENDENT CONTRACTOR.** Seller and its contractors, employees, representatives and agents are independent contractors as to Purchaser for all purposes related to and at all times during the term of this Agreement. Seller has responsibility for, and control over, the means and details of performing any tasks and services in connection with the production and transport of Products pursuant to this Agreement and all Services performed by such persons shall be controlled and supervised exclusively by Seller. Purchaser will incur no liability or obligation to employees, agents, representatives, contractors or other parties utilized by Seller to provide Products and/or perform any Services, and Seller will require all such persons to comply with the terms of the Agreement. Purchaser shall not be liable for any act or omission of Seller or any of its employees, representatives, contractors or agents.
- 11. INDEMNIFICATION. SELLER SHALL RELEASE, HOLD HARMLESS, FOREVER DISCHARGE, INDEMNIFY AND DEFEND PURCHASER(S), OMNITRAX, INC., THEIR OWNERS, PARENTS AND AFFILIATES, AND THEIR RESPECTIVE MEMBERS, MANAGERS, OFFICERS, DIRECTORS, PARTNERS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, SHAREHOLDERS, EMPLOYEES, AGENTS, INVITEES, CONTRACTORS, AND ANY THIRD PARTY RAILROAD PERMITTED BY PURCHASER TO USE PURCHASER'S FACILITIES (COLLECTIVELY, THE "INDEMNIFIED PARTIES"), FROM AND AGAINST ALL ACTIONS, AND ANY CAUSES OF ACTION, CLAIMS, LIABILITES, DAMAGES, SUITS, PROCEEDINGS, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES), FOR ANY DAMAGE, INJURY, DEATH, LOSS OR DESTRUCTION OF ANY KIND, KNOWN AND UNKNOWN (COLLECTIVELY, THE "CLAIMS"), RELATING TO OR ARISING OUT OF THE PERFORMANCE OR BREACH OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, LOSS OR DAMAGE TO ANY PROPERTY OR INJURY TO OR DEATH OF ANY PERSON (INCLUDING, WITHOUT LIMITATION, SELLER, ITS EMPLOYEES AND ITS AGENTS), WHETHER ARISING AS A WORKERS' COMPENSATION CLAIM, INCLUDING, WITHOUT LIMITATION, A CLAIM ARISING UNDER THE FEDERAL EMPLOYERS' LIABILITY ACT, OR UNDER THEORIES OF NEGLIGENCE, TORT, STRICT LIABILITY, NON-COMPLIANCE WITH APPLICABLE LAWS, OR FAULT OF ANY KIND, EXCEPT TO THE EXTENT CAUSED BY THE SOLE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE PARTY SEEKING INDEMNIFICATION. THIS PROVISION SHALL SURVIVE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

SELLER ACKNOWLEDGES THAT PURCHASER'S PROPERTY, RIGHT OF WAY, TRACK AND EQUIPMENT IS IN DANGEROUS PROXIMITY TO RAILROAD OPERATIONS AND THAT PERSONS AND PROPERTY ON OR ABOUT PURCHASER'S PROPERTY, RIGHT OF WAY, TRACK AND/OR EQUIPMENT ARE IN CONSTANT DANGER OF INJURY, DEATH, OR DESTRUCTION INCIDENT TO RAILROAD OPERATIONS, WHETHER BY PURCHASER OR OTHERS AND THE EMPLOYEES AND AGENTS OF SELLER ENTER ONTO PURCHASER'S PROPERTY, RIGHT OF WAY, TRACK AND/OR EQUIPMENT SUBJECT TO, FULLY AWARE OF, AND ACCEPTING SOLE RESPONSIBILITY FOR SUCH DANGERS.

- 12. INSURANCE. Section 11 of this Agreement is in addition to and not a substitution for or a limitation of the insurance provisions set forth in this Section 12. Seller shall obtain and maintain the following minimum insurance coverage with insurers licensed to do business in all jurisdictions in which the Seller does business and having an S&P rating of A or above or a Best's rating of A X or above: Workers' Compensation as required under any workers' compensation or similar law in all jurisdictions in which the Seller does business; Employers' Liability with minimum limits of not less than \$1,000,000 per accident and \$1,000,000 bodily injury by disease, each employee; Auto Liability with minimum limits of not less than \$1,000,000 for bodily injury or property damage liability; Comprehensive General Liability ("CGL") subject to coverage for premises-operations liability, products-completed operations liability, independent contractors liability, personal injury, property damage, libel and/or slander, and Umbrella Liability Insurance providing excess CGL and Automotive Liability coverage with minimum limits of \$4,000,000 per each occurrence. Any and all General Liability policies procured by Seller shall be amended to delete any and all railroad exclusions including exclusions for working on or within fifty feet (50') of any railroad property, railroad track, railway bridge, trestle or tunnel. Any insurance coverage maintained by Seller shall not be construed as a cap or limit on Seller's liability for claims made under the Agreement. Upon execution of this Agreement and/or acceptance of a Purchase Order, Seller will provide to Purchaser a certificate of insurance naming Purchaser and the Indemnified Parties, specified in Section 11 above, as an additional insured on all of the policies, with the exception of Workers' Compensation, required by this Agreement and evidencing that such policies are in force and will not be canceled, modified or not renewed without giving Purchaser thirty (30) days' prior written notice. Failure by Purchaser to object to Seller's failure to furnish a certificate, or object to any defect in such certificate, shall not be deemed a waiver of the Seller's obligation to furnish the insurance coverage described in this Agreement. Seller hereby: (a) represents and warrants that all insurance described above shall be primary to and noncontributory with any other valid and collectible insurance available to Purchaser, (b) waives any rights of recovery or subrogation against Purchaser and the Indemnified Parties, specified in Section 11 above; (c) represents and warrants that all retentions and deductibles shall be at the sole cost and expense and for the account of Seller, and (d) represents and warrants that no amendments or endorsements to the insurance described above need be issued in order for the representations and waivers contained in items (a) through (c) of this section to be effective against Seller and its insurers. Additionally, if any coverage required above is written on a claims made basis then the policy(ies) shall extend for a minimum of three (3) years following the termination of this Agreement.
- 13. LIMITATION ON LIABILITY. PURCHASER AND SELLER SHALL IN NO EVENT BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES FOR ANY CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE.
- 14. **INSPECTION.** All Products and/or Services shall be subject to inspection and testing by Purchaser for a reasonable period of time following their delivery. Purchaser shall have the right to reject any Products and/or Services, which in Purchaser's sole discretion, are not fit for the purposes intended by Purchaser, contain defective material or do not meet the Product and/or Services specifications, Purchase Order terms and conditions, or are not in conformity with the terms and conditions of this Agreement. Rejected Products shall be removed by Seller promptly after notification of rejection, at the sole cost and expense of the Seller, including transportation both way, for credit on the purchase price, or, at Purchaser's sole option, the correction of the defects. Failure by Purchaser to inspect any Products and/or Services provided by Seller does not relieve Seller from liability should it be determined at a later date that the Products and/or Services do not meet the aforementioned requirements.
- 15. **PATENTS AND TRADEMARKS.** Seller warrants the manufacture, use and sale of the Products and/or Services does not infringe any patent or trademark.

- 16. **FORCE MAJEURE.** In the event of labor disputes, strikes, fires, floods, wars, riots, civil commotion, delays of carriers, accidents, restrictions imposed by any government or governmental authority, embargoes, acts of God, shortages of any materials, power or labor, or any other cause beyond Purchaser's control which increases Purchaser's risk or renders Products and/or Services ordered wholly or partly unusable for Purchaser's purposes, Purchaser shall have the right to cancel this Agreement, or cancel all or part of any unfilled portions of any Purchase Order by notice in writing to Seller.
- 17. **PAYMENT.** Payment shall be in accordance with the provisions of this Agreement and/or the Purchase Order. Seller's invoice must include the Purchaser Order Number, otherwise Seller will be assessed a handling fee of \$50.00 for non-compliance and Seller agrees that Purchaser may deduct this amount from Seller's invoice payment.
- 18. **ASSIGNABILITY.** Seller may not assign or delegate this Agreement in whole or in part either voluntarily or by operation of law without the express written consent of Purchaser. If Seller does assign this Agreement without the consent of Purchaser, Purchaser, at its sole option, may treat the assignment as null and void.
- 19. **GOVERNING LAW.** This Agreement shall be governed and construed under the laws of the State of Colorado, without regard to conflict of laws principles, and venue shall be proper in the federal or state courts of the State of Colorado for any action arising under the terms of this Agreement or performance of it.
- 20. **NO MODIFICATION.** Except as provided in Section 9 of this Agreement, no modification of this Agreement shall be of any force or effect unless in writing and signed by both parties sought to be bound thereby, and no modification shall be effected by the acknowledgement or acceptance of forms containing different terms or conditions. The rights and remedies of the Purchaser as set forth in this Agreement and any Purchase Order are in addition to all other rights and remedies provided by law.
- 21. **EQUAL OPPORTUNITY.** For Sellers supplying Products and/or Services to a Purchaser which carries on business in the United States, Seller hereby agrees to comply with the provisions of the Equal Opportunity Clause, incorporated in the Agreement by reference, as set forth in paragraph 60-1.4 of the regulations of the Secretary of Labor (41 CFR Chapter 60), issued pursuant to Executive Order 11246 of September 24, 1965. Seller is aware and fully informed of its responsibilities under the following and hereby agrees that it shall comply with the requirements of said orders: Rehabilitation Act of 1973 Section 503 (41 CFR 60-741); Vietnam Era Veterans Readjustment Assistance Act of 1974 issued pursuant to Executive Order 11758 dated January 15, 1974 (41 CFR 60-250), as amended; Vocational Rehabilitation Act of 1973 issued pursuant to Executive Order 11758, 29 U.S.C. Section 793, as amended; Utilization of Minority Business Enterprises issued pursuant to Executive Order 11625, and 41 CFR Subpart 1-1.1310-2(a) and (b), as amended; Age Discrimination issued pursuant to Executive Order 11141, 29 U.S.C. Chapter 14, as amended; Affirmative Action Vietnam Era Veterans Readjustment Act issued pursuant to Executive Order 11701, 38 U.S.C. Section 2012, 41 CFR Section 60-250, as amended.

Seller, for good and valuable consideration and intending to be legally bound, has executed this Agreement as of the date shown below.

Seller:	
Ву:	
Name:	
Title:	
Date signed:	

To: Kendall County Forest Preserve District Board of Commissioners

From: David Guritz, Director

RE: KCFPD Application for Employment and Background Check Form

Date: March 19, 2019

The District has completed review of the Application for Employment and Background Check Form with guidance received from the Kendall County State's Attorney's Office.

The final drafts were presented to the Committee of the Whole, with no revisions.

Final documents have been reviewed by the State's Attorney's Office, with a recommendation for approval.

#### Recommendations:

1. Approve the revised Application for Employment and Background Check Form for the Kendall County Forest Preserve District.



# KENDALL COUNTY FOREST PRESERVE DISTRICT APPLICATION FOR EMPLOYMENT

The Kendall County Forest Preserve District is committed to complying with the Americans with Disabilities Act. If an applicant requires a reasonable accommodation for purposes of completing the job application process, please contact David Guritz at 630-553-4131

		[] Turtu	ine [ ] run	time Date Application	completeu
Applicant's Name: _					
(Print)	Last	Firs	st		Middle
Present Mailing Add	ress:	1 =			
Phone ()			City	State	Zip Code
Email Address (optio	nal):			_	
RECORD OF PRE	VIOUS EMPLC	OYMENT			
Please list the names of Be sure to account for all and supply business references are present or Last	periods of time includences. (Add addition	luding military servonal page if necessors  Employed  From	rice and any pe	1 order with present or most riod of unemployment. If se	recent employer listed firelf-employed, give firm nate
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Present or Last  Name of Employer	periods of time includences. (Add addition	Employed From mo/yr	Pay Start \$	Your Title or Position  Name and Title of	elf-employed, give firm na

Present or Last Employer  Name of Employer  Address  Phone	Employed From mo/yr  To mo/yr	Pay Start \$ Final \$	Name and Title of Last Supervisor	Reason for Leaving
Brief Description of Duties:		I		
Biter Description of Duties.				
Present or Last Employer	Employed From mo/yr	Pay Start \$	Your Title or Position	Reason for Leaving
Name of Employer	To mo/yr	Final \$	Name and Title of	
Address			<u>Last Supervisor</u>	
Phone				
Brief Description of Duties:				
Present or Last Employer	Employed From mo/yr	Pay Start \$	Your Title or Position	Reason for Leaving
Name of Employer  Address	To mo/yr	Final \$	Name and Title of Last Supervisor	
Phone		-		
Brief Description of Duties:				
May we contact your current and pre f no, please explain:	vious employers?	[]Yes	[ ] No	

If hired, can you furnish pro	oof that you are o	ver 18 years of ag	e?[]Yes []No
Are you able to perform the [ ] Yes [ ] No	essential function	ns of this job with	or without reasonable accommodation?
Will you be able to work the	e position's requi	red work hours?	[]Yes []No
EDUCATIONAL BACKGRO	OUND		
School Name	Years Completed (Circle)	Diploma/Degree	School Name
High School:	9 10 11 12		
College/University:	1 2 3 4	_	
Graduate/Professional:	1 2 3 4		
Trade or Correspondence:			
Other:			
Please indicate any actual ex you feel are relevant to the p	-		ifications, licenses or skills, that you have which
PERSONAL REFERENCES	}		

Please list three references who are **not your** previous employers or relatives.

Name	Occupation	Address (Street, City and State)	Telephone Number	Number of Years Known

#### ACKNOWLEDGMENTS AND DISCLAIMER

By signing my name below, I certify that all information provided in this application, my resume, other employment application documents, and interview are true and complete to the best of my knowledge. I understand that any misrepresentations or omissions in my application, resume, other employment documents, or interviews(s) may be cause

for ejection of my application, or may be cause for subsequent dismissal at anytime if hired by the Kendall County Forest Preserve District.

I understand and agree that all information furnished in this application may be verified by the Kendall County Forest Preserve District or its authorized representative. I waive any right I may have to be notified by any individuals and organizations named in this application prior to the release of any information to the Kendall County Forest Preserve District. I further authorize all individuals and organizations named in this application to give the Kendall County Forest Preserve District and its authorized agents all information relative to such verification. I hereby release such individuals and organizations, Kendall County, Illinois and the Kendall County Forest Preserve District from any and all liability for any claim or damage resulting therefrom.

I understand that the Kendall County Forest Preserve District is not obligated to provide employment and that I am not obligated to accept employment should an offer of employment be made to me. NOTHING IN THIS APPLICATION, OR IN ANY PRIOR OR SUBSEQUENT ORAL OR WRITTEN STATEMENT, IS INTENDED TO OR DOES CREATE ANY CONTRACT OF EMPLOYMENT. SHOULD THIS APPLICATION AND THE PROCESS SURROUNDING THIS APPLICATION RESULT IN MY EMPLOYMENT WITH THE KENDALL COUNTY FOREST PRESERVE DISTRICT, I UNDERSTAND THAT I WOULD BE HIRED AS AN EMPLOYEE AT WILL AND NOTHING IN THIS APPLICATION WOULD RESTRICT MY RIGHT AS AN EMPLOYEE OR THE KENDALL COUNTY FOREST PRESERVE DISTRICT RIGHT AS AN EMPLOYER TO TERMINATE MY EMPLOYMENT AT ANY TIME.

The Kendall County Forest Preserve District is an equal opportunity employer and does not discriminate against applicants and/or employees on the basis of their race, color, religion, sex, pregnancy, sexual orientation, national origin, marital status, age, ancestry, military status, veteran status, disability, genetic information, pregnancy and/or any other basis prohibited by state, federal and/or local laws, regulations and ordinances.

If selected for the position and upon commencement of employment, I understand that I will be required to submit verification that I am legally authorized to work in the United States as required by the Immigration Reform & Control Act.

If the Kendall County Forest Preserve District determines that you are qualified for the position and you have been notified that you have been selected for an interview or, if there is no interview, you have been made a conditional offer of employment with the Kendall County Forest Preserve District, you may be required you to submit to a criminal history background check. By signing my name below, I affirm my understanding that certain offenses may disqualify me from employment in a particular position with the Kendall County Forest Preserve District (1) if the Kendall County Forest Preserve District is required to exclude applicants with certain criminal convictions from employment due to state or federal law; and/or (2) if I am applying for a position where a bond is required and one or more specified offenses would disqualify me from obtaining the bond.

BY SIGNING BELOW, I HEREBY CERTIFY THAT I HAVE READ AND AGREE TO THE ACKNOWLEDGMENTS AND DISCLAIMERS SET FORTH ABOVE. BY SIGNING MY NAME BELOW, I ALSO HEREBY AFFIRM THAT ALL OF THE INFORMATION PROVIDED ON THIS APPLICATION IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

Signature of Applicant	Date



### CRIMINAL BACKGROUND CHECK AUTHORIZATION & RELEASE **FORM**

I authorize the Kendall County Forest Preserve District and Kendall County, Illinois (collectively referred to herein as "the County") to complete a criminal background check on me through the Kendall County Sheriff's Office and/or the Illinois State Police. I also authorize the County to verify my past employment history and to check my personal and professional references.

By signing my name below, I hereby affirm that I have (a) been notified that I was selected for an interview for a position with the County OR (b) I have received a conditional offer of employment with the County. **PLEASE CIRCLE WHICH APPLIES.** 

I hereby authorize any person to release any and all information necessary for the County to complete the above-referenced investigation. I certify that I will not hold the County, its board members, elected officials, judges, officers, employees, agents, and/or assigns liable in any way in connection with this investigation. I understand that my offer of employment is contingent upon the successful completion of my background check. I further understand and agree that, to the extent permitted by applicable state and federal laws, falsification of any information provided by me and/or the results of the background check may be immediate grounds to deny my employment application and/or may result in the immediate termination of my employment with the County.

Dated: This da	y of, 20
	Name
	Maiden Name
	Address
	Date of Birth

DL#

To: Kendall County Forest Preserve District Board of Commissioners

From: David Guritz, Director

RE: Lesson Horse Purchase and Donation

Date: March 19, 2019

Ellis Equestrian Center is recommending the purchase of a new lesson horse, "Boomer," a draft-cross (gelding) for \$1,400.00 following a 30-day trial period.

The Committee of the Whole reviewed the Bill of Sale, which has also been reviewed by the seller, with a recommendation for approval.

The Committee of the Whole also discussed the prospect of donating the lesson horse "Kash" to the University of Illinois due to a chronic medical issue (probable liver tumors).

Ellis Equestrian Center is recommending the donation of the lesson horse "Kash" to the University of Illinois – College of Veterinary Medicine. Blood tests drawn over the past two months have confirmed enzyme imbalances indicative of liver tumors, which has impacted the horse's quality of life and usability within District programs.

#### Recommendations:

- 1. Approve the purchase of the lesson horse, "Boomer," from Lucy Rosario of Forrest, Illinois in the amount of \$1,400.00 following a 30-day trial.
- 2. Approve Ordinance #19-03-002 to donate the lesson horse "Kash" to the University of Illinois College of Veterinary Medicine.

DRAFT for Commission Approval: 03/19/2019

#### **BILL OF SALE**

**Property:** "Boomer" (Draft Cross- Gelding)

**Condition:** As is, with no known medical issues. Approximate age: 12

Seller: Lucy Rosario

25905 E. 1300 N. Rd. Forrest, Il 61741

**Purchaser**: Kendall County Forest Preserve District

110 West Madison Street Yorkville, Illinois 60560

**Date of Commission Approval:** March 19, 2019

<u>Conditions of Acceptance/ No Warranty:</u> For one thousand four hundred dollars (\$1,400.00) consideration to be paid in hand following a thirty-day trial period, the Seller, Lucy Rosario, hereby transfers, assigns and delivers any and all right, title and interest to the Kendall County Forest Preserve District, and the Purchaser, Kendall County Forest Preserve District, hereby accepts all right, title and interest in the Property subject to the following terms and conditions:

- 1. Purchaser will pick up Property from the Seller's stable, and Seller agrees to allow a thirty-day trial period that shall commence on the first day following delivery to the Ellis House and Equestrian Center located at 13986 McKanna Road in Minooka, IL 60447 on or around March 20, 2019.
- 2. Upon successful conclusion of the thirty-day trial period, Seller, Lucy Rosario, is entitled to either receive payment in hand of \$1,400.00 representing payment in full for "Boomer", an 12-year old Draft Cross Gelding, and the Purchaser, Kendall County Forest Preserve District, shall accept full and complete responsibility for property from the date the Property is accepted by the Kendall County Forest Preserve District, or will transport "Boomer" from the Kendall County Forest Preserve District's Ellis House and Equestrian Center to the Seller's stable.
- 3. The Seller is not a seller of horses and disclaims to the fullest extent authorized by law any and all warranties, promises, whether express or implied, including warranties of merchantability and or fitness for a particular use and makes no promises, warranties or other representations regarding the horse's conditions at the time of transfer, and by accepting the Property after a thirty-day trial period, the Purchaser accepts the Property "as is".
- 4. The Seller on behalf of itself, its successors and assigns hereby forever waives and releases the Kendall County Forest Preserve District, its elected officials, employees, agents, volunteers and assigns from any and all known and unknown claims, actions, causes of action, damages, injuries, costs and fees related in any manner to acceptance of this transfer or the condition of the Property at the time of the transfer.

### DRAFT for Commission Approval: 03/19/2019

- 5. The seller will provide a negative Coggins test prior to the start of the 30 day trial. If the horse does not have a current Coggins, the trial period will be delayed until one is completed.
- 6. Buyer agrees to give Seller the first right of refusal to purchase the Horse if Buyer offers the Horse for sale at any time in the future. Buyer agrees to notify Seller of Buyer's intent to sell and the Seller shall then have seven (7) days from receipt of notice to either accept or decline to purchase the Horse.

Kendall County Forest Preserve District, Illinois	Lucy Rosario; Forrest, Illinois:
Judy Gilmour, President	Lucy Rosario

### KENDALL COUNTY FOREST PRESERVE DISTRICT, ILLINOIS **ORDINANCE #19-03-002**

### Approval of the Donation of the Ellis Lesson Horse "Kash" to the University of Illinois College of Veterinary Medicine

WHEREAS, 70 ILCS 805/8(d) authorizes the Board of Commissioners to convey or sell District property when the Commission deems the property no longer necessary or useful, or in the District's best interests, with our without advertising the sale; and

WHEREAS, the District's Ellis House and Equestrian Center owns certain horses to support public horsemanship programming; and

WHEREAS, the District's lesson horse "Kash" is a 19-year old American Paint gelding purchased from Angela Gingerich in February 2018; and

WHEREAS, based on District staff member recommendations, with concurrence from the District's Board of Commissioners, the retention of the lesson horse "Kash" is no longer in the best interests of the District; and

WHEREAS, the University of Illinois - College of Veterinary Medicine has offered to accept the lesson horse "Kash" to support the College's medical and educational program goals.

NOW, THEREFORE, BE IT ORDAINED, the Kendall County Forest Preserve District Board of Commissioners hereby:

- 1. Authorizes the District's President to execute the Animal Donation Record attached to this Ordinance as Exhibit 1 for the above described property.
- 2. Directs the Executive Director and Ellis Equestrian Center staff to make arrangements for the transfer of the lesson horse "Kash" to the University of Illinois - College of Veterinary Medicine.

IN WITNESS OF this Ordinance has been approved by a 2/5 years of the Vendell County E

Preserve District's Commission holding office on this 19 <sup>th</sup> day of March 2019.				
Attest:				
President, Kendall County Forest Preserve District Judy Gilmour	Secretary, Kendall County Forest Preserve District Matt Kellogg			

### Ordinance #19-03-001: Exhibit A

Associate Dean for Research and Advanced Studies

Animal Identification Information:	Animal Donation Record
Kendall County Forest Preserve District 110 W. Madison Street Yorkville, IL 60560  Lesson Horse "Kash" American Paint- Gelding Age: 19 Years	University of Illinois College of Veterinary Medicine 2001 S. Lincoln Avenue Urbana, IL 61802 Administration – (217) 333-2760 Small Animal Clinic – (217) 333-2000 Large Animal Clinic – (217) 333-2000
Geiding Age. 13 Tears	Weight: Date: Clinician:
agent for the sole owner(s) of the animal description of the University of Illinois College of Vall rights, title, and interest in and to said animanner the College deems appropriate within an	ot bitten any person or animal during the last 10 days and
Signature(s) of Owner(s) or Authorized Agent	Date:
Signature of Witness	Date:
Signature of Examining Clinician	Date:
Signature of Section Head	Date:
All donated animals must be examined by a c research programs.	linician and fulfill the needs of our teaching or
protocol # and all expenses	approved IACUC protocol. This animal is assigned to here after will be charged to account number.  All client charges accrued up until the time and
date of the donation must be paid in full prior to a A verbal message of intent from the examining c	linician to receive a donation must be given to the Office 91 and the Ag Animal Care and Use Program (217) 265-
Signature of Department Head	Date:

Date



March 7, 2019

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

Re: Request ID: 7943

Kendall County Forest Preserve
District - Hoover Forest Preserve K12 Pollinator Education Program and
Core Prairie Enhancement Project

Dear Mr. Guritz:

We are pleased to inform you that the Illinois Clean Energy Community Foundation has approved a grant to Kendall County Forest Preserve District ("the Grantee") to cover 90% of the cost of installing pollinator habitat, not to exceed \$10,000, and an additional payment of \$1,000 to be applied towards summer maintenance activities.

In accepting this grant, you agree to:

Dennis 70 Suen

- submit your Plant List and Site Design for Foundation review before work commences,
- acknowledge the Foundation's contribution to the Project with permanent signage at the property displaying the Foundation's full name and colored logo, and
- provide periodic updates to Foundation staff as requested.
- To accept the grant, please review, sign and return a complete countersigned copy of the grant agreement electronically to the Foundation via the "Requirements Section" of your online account as soon as possible, and no later than one month from today.

Please keep a copy of the signed grant agreement for your records.

On behalf of the Foundation's Board of Trustees and staff, we would like to extend our best wishes for the success of this project.

Sincerely,

Dennis F. O'Brien Executive Director

2 N. LaSalle St. • Suite 1140 Chicago, IL 60602 tel 312.372.5191 fax 312.372.5190

www.IllinoisCleanEnergy.org



March 7, 2019

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

Re:

Request ID: 7943

Kendall County Forest Preserve District - Hoover Forest Preserve K-12 Pollinator Education Program and Core Prairie Enhancement Project

#### Dear Mr. Guritz:

The Illinois Clean Energy Community Foundation ("the Foundation") is awarding a grant of up to \$11,000 to the Kendall County Forest Preserve District ("the Grantee") to cover 90% of the cost of installing pollinator habitat, not to exceed \$10,000, and an additional payment of \$1,000 to be applied towards summer maintenance activities.

This letter defines the terms and conditions of the grant and constitutes the grant agreement ('the Agreement') between the Foundation and the Grantee.

#### **Duration and Payment of Grant**

This grant is to be used during the period 3/7/2019 through 9/7/2020 (the "Grant Period"). The grant will be paid by the Foundation upon completion of the following:

- a) receipt and approval of a Plant List and Site Design Plan as described under the Reporting Requirements section beginning on page 3 of this agreement;
- b) successful installation of the Pollinator Habitat and completion of at least one "Community Planting Day" or "Pollinator Celebration;"
- c) receipt and acceptance of a Final Project Expenditures Form showing the actual installation expenditures against the original approved Project budget; and
- d) receipt and acceptance of invoice(s) for the habitat design and installation costs listed in the Final Project Expenditures Form.

To receive payment, the Grantee must complete both the **Plant List and Site Design Plan Requirement** and the **Payment Requirement** via its online account. The Grantee is eligible to receive up to 90% of the actual habitat installation costs, or \$10,000, *whichever is less*, and an additional \$1,000 to be used for summer maintenance.

Work under the grant must be completed by the end of the grant period.

2 N. LaSalle St. • Suite 1140 Chicago, IL 60602 tel 312.372.5191 fax 312.372.5190 www.lllinoisCleanEnergy.org The Foundation reserves the right to suspend, modify or cancel any payments that might otherwise be due under this grant, to require a refund of any unexpended grant funds or both, if:

- a) such action is necessary to comply with any applicable law or regulation;
- b) the Grantee has used the grant funds for purposes other than as described in the Agreement or otherwise violated any part of the Agreement; and/or
- c) the Grantee's performance under the grant has not been satisfactory.

The Foundation's judgment on these matters will be final and binding.

#### Purpose and Use of Grant

This grant is for the installation of a minimum of 1,000 square feet of Pollinator Habitat at Kendall County Forest Preserve District - Hoover Forest Preserve (the "Project") per the Project Proposal submitted to the Foundation.

The Grantee agrees to:

- a) maintain the Pollinator Habitat for a minimum of 5 years;
- b) teach about native pollinators and pollinator habitat in the classroom beginning with the 2019-2020 school year and educate the community about the importance of pollinators; and
- c) hold a "Community Planting Day" and/or a "Pollinator Celebration" event to promote school and community involvement in the project.

The Grantee is responsible for summer maintenance and plant replacement costs. The grant includes a one-time payment of \$1,000 from the Foundation which must be applied towards the costs of caring for the habitat over the summer.

The Grantee confirms that this grant will be used solely for the specific tax-exempt purposes described in the Project proposal and budget and no substantial variance will be made without the Foundation's prior written approval.

The Grantee also confirms that the Project is under its complete control and that it has and will exercise control over the process of selecting any vendors, contractors or consultants involved in the Project. The Grantee and the Foundation are not partners or joint venturers with respect to each other.

Furthermore, the Grantee agrees that funds from this grant will be used exclusively for tax exempt purposes as described in Section 501(c) (3) of the Internal Revenue Code and will not be used for any activities prohibited by law, including, without limitation, attempting to influence legislation or participating in any political campaign on behalf of any candidate for public office. The Grantee agrees that it and its employees, agents and sub-contractors will comply with all applicable federal, state, county and local laws, ordinances, regulations and codes in the performance of the Grantee's obligations under this Agreement.

#### Reporting Requirements

#### Plant List and Site Design Plan

The Foundation requires the Grantee to submit a Plant List and Site Design Plan via its online account **before** any work on the pollinator habitat commences. It should contain:

- A word, excel, or PDF document with a list of ALL plants to be planted in your habitat with three high value pollinator plants from each bloom period highlighted or marked in some way
- b) A word, PDF, or other document that clearly shows your site design plan including plants, pathways, pergolas, or other habitat features

#### **Final Report**

The Foundation requires the Grantee to submit a Final Report on this grant no later than <u>3 months</u> <u>after the end of the Grant Period</u> via its online account. It should contain:

- a) a completed *Final Report Form* that includes a detailed description of what was accomplished including installation experience, challenges, and successes;
- b) copies of pollinator-related curriculum, lesson plans or materials demonstrating integration of the habitat into such curricula; and
- c) photos of the installation and community events if not previously provided.

The Grantee must submit these documents by completing the **Final Report Requirement via** its online account.

#### **Publicity**

The Grantee agrees to acknowledge the Foundation's contribution to the Project with permanent signage at the property displaying the Foundation's full name and colored logo. The Foundation believes it is important that many organizations and individuals in Illinois learn about the Project and the ways it benefits the public. Accordingly, the Foundation strongly encourages the Grantee to publicize the receipt of this grant and the results of the Project.

The Grantee agrees to share with the Foundation a draft of any press release or public announcement of the grant prior to distributing the release or announcement and to provide the Foundation with access to resulting media coverage.

The Grantee also agrees to allow the Foundation to publicize the Grantee as a grant recipient and to use the name and description of the Project and photographs or other audiovisual representations of subjects related to the Project.

#### Maintenance of Records and Evaluation

The Grantee is responsible for maintaining adequate financial records regarding use of the grant funds, consistent with generally accepted accounting principles.

The Grantee agrees to cooperate fully in any evaluation of this grant and/or the Project that the Foundation may conduct. Such an evaluation may include a visit from Foundation staff or consultants, interviews with Project participants, a review of financial and other records about the Project maintained by the Grantee and/or similar investigative activities.

#### Confirmation of Tax-Exempt Status and Good Standing

The Grantee confirms that it is currently a unit of government or a nonprofit organization exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code and is not a private foundation under Section 509(a) of the Internal Revenue Code.

The Grantee further confirms that it will remain a nonprofit organization exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code in good standing with the appropriate state and federal government agencies. If requested by the Foundation, the Grantee agrees to provide written evidence of its good standing.

If there is any change in the Grantee's tax exempt status or good standing during this grant, the Grantee agrees to immediately notify the Foundation of that change.

#### Acceptance of Terms and Conditions of Agreement

If the Grantee agrees to the terms and conditions in the Agreement, please return to the Foundation one complete copy of this letter signed by an authorized representative of the Grantee in the space provided below. For future reference, please retain a copy of the Agreement in your files. This grant award may be withdrawn if the Foundation has not received a counter-signed copy of the Agreement within one month from the date of this letter.

Denni 7 O Luen

Dennis F. O'Brien Executive Director

The Grantee acknowledges that relevant organization executives and Project personnel have read and understand the Agreement, that its terms and conditions are acceptable to the Grantee and that the Grantee will comply with those terms and conditions.

Grantee Kendall County Forest Preserve District
(This must be the legal name of the organization accepting the grant and it must have federal tax- exempt status.)
Name of Authorized Signer for the GranteeDavid Guritz
Title of Signer _ Executive Director
Authorized Signature
(This must be an original signature of an authorized representative of the Grantee.)
(such as a Principal, Superintendent, or Board of Education member; or Executive Director or
Board Member of a nonprofit)
Date Signed March 19, 2019

To: Kendall County Forest Preserve District Board of Commissioners

From: David Guritz, Director

RE: Kendall County Dog Therapy Club – Request for Waiver of Fees for Use of a

Picnic Shelter at Harris Forest Preserve

Date: March 19, 2019

The District has received a request from the Kendall County Dog Therapy Club requesting a waiver of the \$50 shelter use permit fee for a proposed Club event to be held on Saturday, March 23, 2019.

Typically, the Operations Committee reviews the District's special use permit requests, including requests to waive fees and charges for use of District facilities. This event is currently scheduled for the upcoming weekend, with the request to waive fees received on Friday prior to posting the Commission meeting agenda.

The District's policy for considering requests is included below. The Kendall County Dog Therapy Club is a registered not-for-profit agency, and the Club has submitted a certificate of insurance including the District as a certificate holder.

The Kendall County Forest Preserve District will waive rental fees and charges for the following requests with approval from the Operations Committee:

- Meetings and events of the Forest Foundation of Kendall County, a 501(c)3
  organization dedicated to the support of the mission of the Kendall County Forest
  Preserve District, is allowed use of District facilities, upon request, for business
  meetings, public events, programs, and other related functions.
- 2. Special requests from Kendall County government offices requiring use of District facilities.
- 3. Events, programs, and workshops conducted in cooperation and partnership between the District and other local, state, and federal government and not-for-profit agencies directly supporting the District's mission of conservation of natural resources in Kendall County and the region.
- 4. Requests from other not-for-profit groups for events that directly support the District through contributions that support the maintenance and care of District facilities and preserves.

### Recommendation:

Following discussion, consider a motion to approve waiving the \$50 shelter use fee for the Kendall County Dog Therapy Club.



110 W. Madison St., Yorkville, IL 60560 Ph: 630-553-4025 Fax: 630-553-4023

### **Facility Rental Contract**

Permit #:

19-00083

Page 1 of 1

Contract Date:

03/14/2019

Use Type:

Other

Description:

Shelter

Registrar:

Rebecca Antrim

Phone:

(630) 553-7175

Email:

janlauwers@att.net

## POB 243

Yorkville, IL 60560

Jan Lauwers

#### **Rental Information**

Location:

Customer

Shelter 1 @ Harris Forest Preserve

10460 Route 71 Yorkville, IL 60560 **Total Hours:** 

1.50

Yorkville, IL 60560

Date	Day	Time	Description	Qty	Unit	Rate	Total	Tax
3/23/2019	Sat	12:00 PM - 1:30 PM	Shelter Flat (Head Count: 50)	1.00	Each	\$50.00	\$50.00	\$0.00

No alcohol allowed.

Fox Valley Therapy Dog Club - Practice

50 people

Certificate of Insurance required Full Rental fee due: March 18, 2019

#### **Billing/Payment Summary**

Invoice#	Due Date	Total	Amount Paid	Balance Due
1869	03/18/2019	\$50.00	\$0.00	\$50.00
	Total	\$50.00	\$0.00	\$50.00

1.50	Total Hours			
\$50.00	Total Fees			
\$0.00	Total Sec Dep			
\$0.00	Total Tax			
\$50.00	Rental Total			

#### **Rental Terms and Conditions**

Permittee has read, signed and agrees to all enclosed documentation. The undersigned, their organization and its members (the Permittee), in consideration for the use of the above described facilities, agree to hold Owner harmless from all loss and/or damage resulting from the use of the facility.

Security Deposit, where applicable, is due at time reservation is made. Full Rental Fee is due 60 calendar days prior to event date.

Signature: _	 		
Date:			

CDISOTELL

ACORD

### **CERTIFICATE OF LIABILITY INSURANCE**

3/14/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this configurate does not confor rights to the configurate holder in lieu of such conforcement.

t	his certificate does not confer rights t	o the	cert	ificate holder in lieu of si	uch end	lorsement(s	policies may ).	require an endorsem	ent. A	statement on
	PRODUCER				CONTA NAME:			1 2000		
PO	ortsmen's Insurance Agency Plan Box #799				PHONE (A/C, No, Ext): (315) 654-2068 FAX (A/C, No): (315) 654-3097					
Cap	e Vincent, NY 13618-0799				E-MAIL ADDRE	SS:				
						IN	SURER(S) AFFO	RDING COVERAGE		NAIC #
				100	INSURER A: Hanover Insurance Company					22292
INSURED					INSURER B:					
	Fox Valley Therapy Dog Clu	b			INSURER C:					_
911 S. Spencer Street Aurora, IL 60505						INSURER D :				
	,				INSURER E :					
	VED 1050				INSURE	RF:				
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INSR LTR	TYPE OF INSURANCE	ADDL	SUBR			POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LII	MITS	
Α	X COMMERCIAL GENERAL LIABILITY		,					EACH OCCURRENCE	\$	1,000,000
	CLAIMS-MADE X OCCUR			RHS7937037 13		4/4/2018	4/4/2019	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	100,000
							m mesens Ase	MED EXP (Any one person)	\$	5,000
								PERSONAL & ADV INJURY	\$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$	2,000,000
	X POLICY PRO- JECT LOC							PRODUCTS - COMP/OP AG	G \$	2,000,000
	OTHER:								\$	
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$	
	ANY AUTO OWNED SCHEDULED							BODILY INJURY (Per person	\$	
	AUTOS ONLY AUTOS							BODILY INJURY (Per accide	nt) \$	
	HIRED AUTOS ONLY NON-OWNED AUTOS ONLY				i i			PROPERTY DAMAGE (Per accident)	\$	
									\$	
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	DED RETENTION \$							PER OTH-	\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							PER OTH- STATUTE ER	-	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A						E.L. EACH ACCIDENT	\$	
	If yes, describe under							E.L. DISEASE - EA EMPLOY		
-	DÉSCRIPTION OF OPERATIONS below			W-1200				E.L. DISEASE - POLICY LIMI	T   \$	
DESC	RIPTION OF OPERATIONS / LOCATIONS / VEHICL ORGANIZED DOG CLUB ACTIVITIES.	ES (A	CORD	101, Additional Remarks Schedul	e, may be	attached if more	space is require	d)		
CEF	RTIFICATE HOLDER				CANC	ELLATION				
Kendall County Forest Preserve District Harris Forest Preserve, Route 71 Yorkville, IL 60560				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.						
						IZED REPRESEN	A			