KENDALL COUNTY FOREST PRESERVE DISTRICT

MEETING AGENDA

TUESDAY, FEBRUARY 18, 2025

9:00 AM

KENDALL COUNTY HISTORIC COURTHOUSE - SECOND FLOOR COURTROOM

- I. Call to Order
- II. Pledge of Allegiance
- III. Invocation
- IV. Roll Call: Brian DeBolt (President), Ruben Rodriguez (Vice President), Seth Wormley (Secretary), Scott Gengler, Jason Peterson, Zach Bachmann, Elizabeth Flowers, Matt Kellogg, Dan Koukol, and Brooke Shanley
- V. Approval of Agenda
- VI. Public Comments
- VII. (1) CONSENT AGENDA
 - A. Approval of Minutes
 - Kendall County Forest Preserve District Commission Meeting of February 4, 2025
 - Kendall County Forest Preserve District Operations Committee Meeting of February 5, 2025
 - B. (1) MOTION: Approval of Claims in the Amount of \$167,712.59
 - C. (1) <u>RESOLUTION #25-02-001</u>: Authorizing Submission of a ComEd Openlands Green Region Grant Program Application and Request for \$10,000.00, including a District Matching Funds Commitment of \$10,000.00 for Support of a Natural Areas Management Project at Hoover, Fox River Bluffs, and Subat Forest Preserves
 - D. (1) MOTION: Approval of a Birch Level Sponsorship of The Conservation Foundation's 2025 Earth Day Benefit Dinner for \$2,000.00, plus Silent Auction Donations of a 1-Night Bunkhouse Rental (\$250.00 value) and 5-Hour Meadowhawk Lodge Rental (\$490.00 value)
 - E. (1) MOTION: Approval of a 1-Year Reciprocal Access and Designated Trail License Agreement at Millington Forest Preserve and Brighter Daze Farm between the Kendall County Forest Preserve District and Robert Bright as Trustee of the Madison Trust and Castle Bank, N/A
 - F. (2) MOTION: Approval to List Two Used District F-350 Trucks (VIN#: 1FDWF378ED75075 and 1FT8X3B6BEB95924) for Sale by Auction on GovDeals Government Surplus
- VIII. OLD BUSINESS

No items posted for consideration.

IX. NEW BUSINESS

- (1) MOTION: Approval of Change Order #001 in the Amount of \$66,912.48 to be Deducted from the \$212,000.00 Total Contingency Available in Contract #23-429-1495 with Lite Construction, Inc. for the Mary M. Subat Nature Center Project which Sum Includes: 1) Supply and Delivery of Decorative Metal Panels (\$18,662.00); 2) Parking Lot Soil Undercuts and Additional CA6 Base (\$5,605.48); a Stone Outcropping Retaining Wall (\$2,448.00), and 4) Electrical Panel, Wiring, and Lighting (\$40,197.00)
- X. Committee Chairman Reports: Seth Wormley (Finance) and Dan Koukol (Operations)
- XI. Public Comments
- XII. Executive Session
- XIII. OTHER ITEMS OF BUSINESS

No items posted for consideration.

XIV. Adjournment

- (1) Requires affirmative vote of the majority of those elected (6) for passage (KCFPD Rules of Order Section I.G.3.b.v.a)
- (2) Requires affirmative vote of three-fifths of the Commission members (6) for passage (KCFPD Rules of Order Section I.G.3.b.iii.a)

KENDALL COUNTY FOREST PRESERVE DISTRICT COMMISSION MEETING MINUTES

FEBRUARY 04, 2025

I. Call to Order

President DeBolt called the meeting to order at 6:20 pm in the Kendall County Historic Courthouse -2^{ND} floor courtroom.

II. Pledge of Allegiance

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

III. Invocation

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

IV. Roll Call

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

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

V. Approval of Agenda

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

VI. Public Comment

No public comments were offered from citizens in attendance.

VII. CONSENT AGENDA

- A. Approval of Minutes
 - Kendall County Forest Preserve District Commission Meeting of January 21, 2025
- **B.** MOTION: Approval of Claims in the Amount of \$5,685.44 (013125F) and \$104,238.00 (Special Claims 020525F)

DRAFT FOR COMMISSION APPROVAL: 02-18-2025

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

Motion: Commissioner Koukol Second: Commissioner Shanley

Roll call: Consent Agenda

Commissioner	Aye	Opposed	Commissioner	Aye	Opposed
Bachmann	X		Koukol	X	
DeBolt	X		Peterson	X	
Flowers	X		Rodriguez	Х	
Gengler	X		Shanley	X	
Kellogg	X		Wormley	X	

Motion unanimously approved.

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

VIII. OLD BUSINESS

No items posted for consideration.

IX. **NEW BUSINESS**

No items posted for consideration.

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

Finance Chair Wormley reported the previously scheduled Finance Committee meeting was cancelled, the next Finance Committee is February 27.

Operations Chair Koukol reported the next Forest Preserve Operations meeting is February 5, 2025.

XI. Public Comments

The Forest Preserve District Commissioners Discussed the status of the sales tax legislation, highlighting the one fourth of one percent is the minimum sales tax by law. The sales tax would remove the Forest Preserve District from the Kendall County property tax bill.

XII. Executive Session

None.

XIII. Other Items of Business

No items posted for consideration.

XIV. Adjournment

Commissioner Shanley made a motion to adjourn. Seconded by Commissioner Flowers. Aye, all. Opposed, none. Meeting adjourned at 6:40 pm.

DRAFT FOR COMMISSION APPROVAL: 02-18-2025

Respectfully submitted,

Antoinette White Acting Executive Director, Kendall County Forest Preserve District

KENDALL COUNTY FOREST PRESERVE DISTRICT OPERATIONS COMMITTEE MEETING MINUTES

FEBRUARY 05, 2025

I. Call to Order

Committee Chair Koukol called the meeting to order at 6:00 pm in the Kendall County Historic Court House – 3rd Floor Court Room.

II. Roll Call

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

Commissioners Bachmann, Flowers, Gengler, Koukol, and Rodriguez were all present.

III. Approval of Agenda

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

IV. Approval of the Appointment of Ruben Rodriguez as Vice Chair of the Operations Committee for the Kendall County Forest Preserve District

Commissioner Flowers made a motion to approve the appointment of Ruben Rodriguez as Vice Chair of the Operations Committee of the Kendall County Forest Preserve District. Seconded By Commissioner Gengler. Aye, all. Opposed, none.

V. Public Comments

No public comments were offered from citizens in attendance.

VI. Review of Financial Statements and Cost Center Reports through January 31, 2025

Acting Executive Director White presented an overview of the financial statements and cost center reports through January 31, 2025.

VII. APPROVAL OF SPECIAL USE PERMITS

A. Girl Scouts of Northern Illinois – Harris Forest Preserve Summer Camp Special Use Permit including Discount of Fees and Charges

Commissioner Flower made a motion for Acting Executive Director White use discrition to grant a mazimum discount to the fees and charges of the special use permit of \$1,000, upon the receipt of

Draft for Commission approval: 2-18-25

the completed materials from the Grils Scouts of North Illinois. Seconded by Commissioner Bachmann. Aye, all. Opposed, none.

Commissioner Rodriguez left the meeting at 6:06 pm.

B. Bristol-Kendall Fire Department Cold Water Rescue Training at Harris and Pickerill-Pigott Forest Preserves February 11-13TH and 25-27TH, 2025

Commissioner Bachmann made a motion to approve the special use permit of the Bristol-Kendall Fire Department Cold Water Rescue Training at Harris and Pickerill-Pigott Forest Preserves February 11-13th and 25-27, 2025, including Waiving of Fees and Charges. Seconded by Commissioner Gengler. Aye, all. Opposed, none.

VIII. Grounds and Natural Resources Reports

A. 24-25 CWD Bow Season Report

Acting Executive Director White provided a summary of the 24-25 season, reporting 58 harvests and 6 positive CWD tests.

- B. Discussion of Listing of 2011 White Ford F350 Super Duty Truck and 2008 White Ford Super Duty Truck (1-ton dump) for Auction through GovDeals

 Commissioner Flowers made a motion to forward the listing of the 2011 White Ford F350 Super Duty Truck and 2008 White Ford Super Duty Truck (1-ton dump) for Auction through GovDeals to Committee of the Whole for approval. Seconded by Commissioner Bachmann. Aye, all. Opposed, none.
- C. Yorkville Athletic Association (Yorkville Fury) License Agreement Renewal No updates.
- D. ComEd-Green Region Program Application Resolution of Authorization #25-02-001 Commissioner Flowers made a motion to forward the ComEd-Green Region Program Application Resolution of Authorization #25-02-001 to Committee of the Whole for approval. Seconded by Commissioner Gengler. Aye, all. Opposed, none.
 - E. Brighter Daze Farm (Robert Bright) Reciprocal Access and Designated Trail Riding License Agreement

Commissioner Flowers made a motion to forward the Brighter Daze Farm (Robert Bright) reciprocal access and designated rail riding license agreement to Commission for approval. Seconded by Commissioner Bachmann. Aye, all. Opposed, none.

F. IEPA Inspection Updates – Repair of Kaeser Compressors
Acting Executive Director White provide an update the Kaeser repair tech has been rescheduled due to weather and delay of parts.

IX. Environmental Education and Ellis House and Equestrian Center Reports

- A. Education Programming and Operations Updates
- B. 2025 Summer Camp Program Guide and Registration
- C. 2025 Ellis Equestrian Center Program Catalogue

Draft for Commission approval: 2-18-25

Acting Executive Director White provided a review of the updated program materials from the Education Department. A report of the Summer Camp enrollment at 61% was highlight, with the first-time online registration being available for the District through the use of DaySmart.

X. Other Items of Business

No other items of business.

XI. Chairman's Report

None.

XII. Public Comments

No public comments were offered from citizens in attendance.

XIII. Executive Session

Commissioner Bachmann made a motion to enter executive session under 2(c)21 for the discussion of minutes of meetings lawfully closed under this Act, whether for purposes of approval by the body of the minutes or semi-annual review of the minutes as mandated by Section 2.06. Seconded by Commissioner Flowers. Aye, all. Opposed, none.

Commissioner Flowers made a motion to adjourn executive session at 7:00 pm. Seconded by Commissioner Bachmann. Aye, all. Opposed, none.

XIV. Adjournment

Commissioner Flowers made a motion to adjourn the meeting. Seconded by Commissioner Bachmann. Aye, all. Opposed, none. Meeting adjourned at 7:01 pm.

Respectfully submitted,

Antoinette White

Acting Executive Director, Kendall County Forest Preserve District

Claims Listing

Department	Vendor #	Vendor Name	Invoice #	Invoice Description	GL Account	Description	Invoice
Ellis Grounds							Amount
	236	CENTRAL LIMESTONE CO INC	40770	Gravel-Ellis	19001162 68580	Grounds and Maintenance	\$108.27
	1060	JOHN DEERE FINANCIAL 11	- 11113- 41567021525	Air pump	19001162 68580	Grounds and Maintenance	\$14.99
						Sub-Total	\$123.26
Ellis House					Ellis Grounds	s Total	\$123.26
	541	FIRST NATIONAL BANK OF OMAHA	9181Vick021525	Vick Credit Card Jan 2025	19001160 62000	Office Supplies	\$22.51
						Sub-Total	\$22.51
	1323	MENARDS	17199	Cat litter boxes	19001160 68580	Grounds and	\$11.98
	1877	WALDEN'S LOCK SERVICE	24430	Ellis key and lock service	19001160 68580	Grounds and Maintenance	\$265.73
						Sub-Total	\$277.71
Ellis Riding Lessions					Ellis House	e Total	\$300.22
	541	FIRST NATIONAL BANK OF OMAHA	3583Guritz021525	Guritz Credit Card Jan 2025	19001164 63000	Animal Care & Supplies	\$1,848.24
	1323	MENARDS	16893	Heater, mop, pad, soap	19001164 63000	Animal Care & Supplies	\$170.66
						Sub-Total	\$2,018.90
Ellis Weddings					Ellis Riding Lessions	s Total	\$2,018.90
	3131	GROOT INC	13908845T102	Waste and Recycling	19001168 63070	Refuse Pickup	\$74.58
						Sub-Total	\$74.58
Environ. Educ. Laws of					Ellis Weddings	s Total	\$74.58
Nature	541	FIRST NATIONAL BANK OF OMAHA	3583Guritz021525	Guritz Credit Card Jan 2025	19001180 63030	Program Supplies	\$50.00
						Sub-Total	\$50.00
					Environ. Educ. Laws of	f Total	\$50.00

Department	Vendor #	Vendor Name	Invoice #	Invoice Description	GL Account	Description	Invoice
Environ. Educ. Other							Amount
Pblc Prg	5208	JORDAN MCMATH	256	Babes in the Woods Refund	19001179 63040	Security Deposit Refund	\$12.00
						Sub-Total	\$12.00
					Environ. Educ. Other Pblc	blc Total	\$12.00
Director	541	FIRST NATIONAL BANK		Wiencke Credit Card Jan 2025	190011 62000	Office Supplies	\$52.90
	541	FIRST NATIONAL BANK OF OMAHA	3583Guritz021525	Guritz Credit Card Jan 2025	190011 62000	Office Supplies	\$37.00
	541	FIRST NATIONAL BANK OF OMAHA	5931White021525	White Credit Card Jan 2025	190011 62000	Office Supplies	\$549.60
	1304	MARCO TECHNOLOGIES, LLC	548446715F	Copier 01/28/2025 - 02/28/2025	190011 62000	Office Supplies	\$190.10
						Sub-Total	\$829.60
	541	FIRST NATIONAL BANK OF OMAHA	5931White021525	White Credit Card Jan 2025	190011 62040	Conferences	\$45.00
						Sub-Total	\$45.00
	1665	SHAW MEDIA	10085118021525	Webiste Hosting	190011 62150	Contractual Services	\$59.99
						Sub-Total	\$59.99
	5195	CURRIE MOTORS FORD OF VALPO	T13834	Dump Truck purchase	190711 62160	Equipment	\$104,238.00
						Sub-Total	\$104,238.00
	2047	СОМЕД	061696500002152	ComEd Harris Arena	190011 63510	Electric	\$37.48
	2047	COMED	287347900002152	ComEd Richard Young	190011 63510	Electric	\$30.98
	2047	COMED	661102222202152	ComEd Jay Woods	190011 63510	Electric	\$30.98
	2047	COMED	799186500002152 C	ComEd Harris	190011 63510	Electric	\$145.45
						Sub-Total	\$244.89

Department	Vendor #	Vendor Name	Invoice #	Invoice Description	GL Account	Description	Invoice
	1007	ILLINOIS COUNTIES RISK MANAGEMENT TRUST	Feb installment	Liability Insurance Installment	190011 68000	Liability Insurance Premiums	\$10,631.00
						Sub-Total	\$10,631.00
	2260	THE CONSERVATION FOUNDATION	2025Sponsor	Earth Day Benefit Sponsorship	190011 68540	Contributions	\$2,000.00
						Sub-Total	\$2,000.00
	2826	LITE CONSTRUCTION INC	Pay App 6	Subat Pay App 6	190411 70330	Construction	\$31,445.36
						Sub-Total	\$31,445.36
	1827	UPLAND DESIGN LTD	24-1323-02	Fox River Bluffs-Hoover Trail	190811 70650	Professional Services (A&E)	\$8,381.00
						Sub-Total	\$8,381.00
Grounds and Natural					Forest Preserve Director	r Total	\$157,874.84
Resources	506	ELBURN NAPA, INC.	4860021525	Vehicle Supplies	19001183 62160	Equipment	\$105.14
	1060	JOHN DEERE FINANCIAL 11113- 297450	. 11113- 29745021525	Various supplies and equipment	19001183 62160	Equipment	\$48.99
						Sub-Total	\$154.13
	1153	KENDALL CO HIGHWAY DEPT	FuelJan2025	Gas and Diesel Jan 2025	19001183 62180	Gasoline / Fuel /	\$1,022.81
	1950	YORKVILLE ACE & RADIO SHACK	400515021525	Propane	19001183 62180	Gasoline / Fuel /	\$39.98
						Sub-Total	\$1,062.79
	1655	SERVICE SANITATION, INC	50-493234021525	Portable Restroom Services	19001183 63070	Refuse Pickup	\$455.31
	3131	GROOT INC	13908845T102	Waste and Recycling	19001183 63070	Refuse Pickup	\$219.79
						Sub-Total	\$675.10
	3837	T-MOBILE	982008249021525	Cell phone and internet services	19001183 63540	Telephones	\$284.51

Sponge, brushes, paint 19001183 68530 Preserve Improvements Sub-Total Grounds and Natural Total	19001171 63040 Security De	19001171 63040 Security Deposit	19001171 63040 Security Deposit Refund	Sub-Total	19001171 63100 Electric	19001171 63100 Electric	19001171 63100 Electric	Sub-Total	Shop S	Sub-Total	63120 Building Maintenance				
		19001171 63040	19001171 63040		9001171 63100	1171 63100	71 63100		63110		63120	3120	20	22	
ushes, paint	ep Refund				~	1900	190011		19001171 63110		19001171 63120	19001171 63120	19001171 63120	19001171 63120	19001171 63120
Sponge, bru	Kingfisher Sec Dep Refund	MHL Sec Dep Refund	Kingfisher Sec Dep Refund		047403800002152	ComEd Hoover Bathhouse	ComEd Hoover Residence		Various supplies and equipment		Guritz Credit Card Jan 2025	Dowel rods	Foam, Faucet, Supply line	Faucet supply lines	Shower head, faucet line
16919	1 29	24-00352	127		047403800002152 (050739700002152 (983783122202152 (5		1113- 9745021525		uritz021525				17193
MENARDS	JOHN GAWLIK	VERONICA HERREJON	KYLE MINETT						JOHN DEERE FINANCIAL 1		IONAL BANK				MENARDS
1323	5205	5206	5207		2047	2047	2047		1060		541	1323	1323	1323	1323
			5205	5205 5206 5207	5205 5206 5207	5205 5206 5207	5205 5206 5207 2047	5205 5206 5207 2047 2047	5205 5206 5207 2047 2047	5205 5206 5207 2047 2047 2047	5205 5206 5207 2047 2047 1060	5205 5206 5207 2047 2047 2047 2047	5205 5206 5207 2047 2047 2047 2047 1323	5205 5206 5207 2047 2047 2047 2047 1323 1323	5205 5206 5207 2047 2047 2047 2047 1923 1323

Department	Vendor #	Vendor # Vendor Name	Invoice #	Invoice Description	GL Account	Description	Invoice
							Amount
						Sub-Total	-
	1060	JOHN DEERE FINANCIAL 11113-	L 11113- 29745021525	Various supplies and equipment	19001171 68580	Grounds and Maintenance	\$99.75
						Sub-Total	\$99.75
Pickerill - Piaott					H	Hoover Total	\$4,001.17
	5204	JESSICA RESENDEZ	248	Pickerill Sec Dep-Partial Refund-cancellation	19001184 63040	Security Deposit Refund	\$130.00
						Sub-Total	\$130.00
	2047	СОМЕД	156566511102152	156566511102152 ComEd Pickerill House	19001184 63100) Electric	\$754.67
	2047	COMED	943856500002152 5	943856500002152 ComEd Pickerill Shelter 5	19001184 63100) Electric	\$19.58
			,			Sub-Total	\$774.25
					Pickerill - Pigott	yott Total	\$904.25
						Grand Total	\$167,712.59

RESOLUTION NO. 25-02-001

KENDALL COUNTY FOREST PRESERVE DISTRICT KENDALL COUNTY, ILLINOIS

A RESOLUTION AUTHORIZING PARTICIPATION IN THE 2025 COMED-OPENLANDS GREEN REGION PROGRAM FOR THE HOOVER-FOX RIVER BLUFFS-SUBAT FOREST PRESERVES WOODLAND EDGES, PRAIRIES, AND FEN RESTORATION PROJECT

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

WHEREAS, the mission of the District is to acquire and hold lands containing natural forests, and lands capable of being restored to a natural condition, for the purpose of protecting and preserving the flora, fauna, and scenic beauties within Kendall County for the education, pleasure, and recreation of the public; and

WHEREAS, the District is working to complete a trail connecting Hoover, Fox River Bluffs, and Subat Forest Preserves, including construction of the Mary M. Subat Nature Center at Subat Forest Preserve; and

WHEREAS, the Forest Foundation of Kendall County, a 501(c)3 not-for-profit organization which supports the mission of the Kendall County Forest Preserve District has also pledged support in the form of matching funds for this project; and

WHEREAS, the District has pledged to complete voluntary restoration projects to enhance critical habitat within the zone of high probability for occurrence of a local population of Rusty Patched Bumble Bee (*Bombus affinis*); and

WHEREAS, the District desires to expand efforts to restore and enhance the prairie and oak woodland bluff habitats at Hoover, Subat, and Fox River Bluffs Forest Preserves, and the Eldamain-Schaffer Road Fen, a documented Illinois Natural Areas Inventory (INAI) site at Subat Forest Preserve, with the stated goal of improving habitat for the conservation of the Rusty Patched Bumble Bee, and other beneficial pollinator species in Kendall County, Illinois; and

WHEREAS, the District is seeking an additional \$10,000.00 grant to support this Project through the 2025 ComEd Green Region Grant Program; and

WHEREAS, the District and Forest Foundation of Kendall County's expenditures to complete the Project may be applied to meet the ComEd Green Region Program grant matching requirements; and

WHEREAS, the District is committed to extending \$10,000.00 of matching funding which sum includes \$1,651.37 of support funds from the Forest Foundation of Kendall County from the Richard A. Dombrowski Memorial Fund to support the Project; and

WHEREAS, the District has received and understands the 2025 ComEd Green Region Program Guidelines.

NOW THEREFORE, BE IT RESOLVED by the President and Board of Commissioners of the Kendall County Forest Preserve District as follows:

- 1. The above recitals are hereby incorporated by reference as if set forth fully herein; and
- 2. The Board of Commissioners of the Kendall County Forest Preserve District hereby approves the Project and authorizes the Kendall County Forest Preserve District to submit an application to the ComEd Green Region Program in the amount of \$10,000.00 for fiscal year 2025-2026; and
- 3. The Board of Commissioners of the Kendall County Forest Preserve District hereby commits to the expenditure of matching funds in the amount of \$10,000.00 as needed to fulfill the matching grant requirement for the Project's success; and
- 4. The President and Director for the District are hereby authorized to execute and file applications and any amendments to the application, if necessary, on behalf of the District with ComEd for the 2025 ComEd Green Region Grant.
- 5. The President and Executive Director for the District are also hereby authorized to furnish such additional information, assurances, certifications and amendments as ComEd may require in connection with the District's application for the 2025 ComEd Green Region grant application; and
- 6. The Secretary of the District is hereby directed to transmit certified copies of this Ordinance to the Executive Director for the District for inclusion and submission as part of the grant application materials.

Passed and approved by the President and Board of Commissioners of the Kendall County Forest Preserve District this 18TH day of February, 2025.

Approved:	
Brian DeBolt, President	-,
Attest:	
Seth Wormley, Secretary	-

Will you offer your support as a sponsor?



\$7,500 OAK

- Logo on invitation & all event communications
- Logo on website, social media, & program
- Logo on-screen during event
- 8 tickets & reserved seats closest to the stage
- Verbal recognition during event
- Logo on silent auction site
- Logo on signage
- Invitation to guided hike with the CEO



\$5,000 MAPLE

- Logo on invitation & all event communications
- Logo on website, social media & program
- Logo on-screen during event
- 8 tickets & reserved seats
- Verbal recognition during event
- Logo on event signage



\$2,000 BIRCH

- Name on invitation & allevent communications
- Logo on website & social media
- Logo on-screen during event
- Name in the program
- 8 tickets & reserved seats

Yes! I/We would like to support The Conservation Foundation as a 2025 Earth Day Benefit Sponsor!

Please Check One:

Oak (\$7,500) Maple (\$5,000) X Birch (\$2,000)

Name Kendall County Forest Preserve District

Company Name (if applicable)

Please scan the code or send this form to:

City, State, Zip 110 W. Madison Yorkville, IL 60560

Telephone 630-553-4025

Email kcforest@kendallcountyil.gov

Name on card N/A - Check will be mailed.

Credit Card #/Exp. Date

Signature

The Conservation Foundation

Attn: Abby Beck

10S404 Knoch Knolls Road

Naperville, IL 60565

abeck@theconservationfoundation.org

Visit www.theconservationfoundation.org/benefit for more event info and to become a sponsor online!



2025 Earth Day Benefit

Thursday, April 24th, 2025 Auction Item Donation Response Form

The Conservation Foundation relies on the generosity of local businesses and community members for donations of items for our acclaimed Earth Day Benefit Silent Auction.

All donors will have their names prominently displayed on our GiveSmart Silent Auction platform as well as in the event marketing.

Yes! I want to provide an auction item to the Silent Auction for The Conservation Foundation's Earth Day Benefit Dinner.

Contact Name Julia Granholm, Reservations Manager and Accounting Coordinator
Company Name (if applicable) Kendall County Forest Preserve District
Address 110 W. Madison Street
City, State, Zip Yorkville, IL 60560
Phone 630-553-4025 Email_kcforest@kendallcountyil.gov
tem(s) to be Donated 1-Night Bunkhouse Rental (Sleeps 32); Event Venue Hourly Rental (5-Hours)*
Estimated Value \$250 1-Night Bunkhouse Rental - \$490 Event Venue 5-Hour Rental Event Venues: Meadowhawk Lodge (Max 100) or Pickerill Estate House (Max 70) - ncludes Setup/Cleanup Time - Alcohol by Permit Only w Applicable Fees We will be happy to make arrangements for your donation to be picked up.
Item needs to be picked up?yesXno

Please contact Catherine Kien at 630-428-4500, Ext. 152 or ckien@theconservationfoundation.org with any questions.

SNAP THIS CODE on your device to fill out this form online!

You can mail this form to 10S404 Knoch Knolls Rd, Naperville, IL 60565, fax to 630-428-4599, or email it to ckien@theconservationfoundation.org.



Kendall County Forest Preserve District Reciprocal Access and Designated Trail Riding License Agreement

This Reciprocal Access and Designated Trail Riding License Agreement ("Agreement") is entered into upon the date of the last signature below, by and between the Kendall County Forest Preserve District, a body politic and Illinois unit of local government (hereinafter the "District"), and Robert Bright, as Trustee of the Madison Trust and Castle Bank, N/A (hereinafter to as "Bright"), the premises located at 10978 Crimmins Rd, Newark, IL 6054, being a primary residence of the Bright Family.

RECITALS

- 1. The District owns certain parcels of land commonly known as the Millington Forest Preserve in Newark, Illinois identifiable by the following Parcel ID Numbers: 04-29-300-011; 04-29-300-013; 04-32-100-007; 04-32-100-009; 04-32-100-005, and 04-28-300-002).
- 2. Bright owns the property known as Brighter Daze Farm in Newark, Illinois, which includes those parcels of land identifiable by the Parcel ID Numbers ("PINS") 04-30-400-007; 04-29-300-010 and 04-29-300-012, including an access drive to Millington Forest Preserve located on said parcels of land ("Access Drive").
- 3. Millington Forest Preserve contains natural areas, stream corridors and agricultural lands that includes an unimproved turf trail corridor.
- 4. The District desires permitted access to the Access Drive, as set forth in further detail in the attached **Exhibit A** incorporated herein by reference, to provide vehicular and equipment access by District staff, farm operators licensed by the District, and other District contractors for the purposes of supporting row crop farming, and natural area and natural resources management activities, and other preserve maintenance activities.
- 5. Bright desires permitted access to the Millington Forest Preserve unimproved trail system for the purpose of horseback riding on designated trails as set forth in further detail in the **Exhibit B** incorporated herein by reference (the "Designated Trail Corridor"), and to provide voluntary assistance maintaining the Designated Trail Corridor.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the District and Bright agree as follows:

1. Incorporation

The foregoing recitals are hereby incorporated into this section as if fully reinstated herein.

2. Reciprocal Grant of License - License Period

Subject to the terms and conditions contained in this Agreement, the District grants to Bright a twelve-month license and permit (the "Bright License") beginning on February 23, 2025 and ending on February 22, 2026 to access the Designated Trail Corridor for horseback riding

from sunrise to sunset. Such use is to be in accordance with this Agreement. The District shall issue twenty (20) permit tags representing the total number of horses owned or boarded by Bright's family members, employees, and patrons for display when accessing the Designated Trail Corridor. Family members, employees, and patrons of Bright shall also have a non-exclusive right to use of the Designated Trail Corridor pursuant to the terms of this Agreement and the Kendall County Forest Preserve District's General Use Ordinance.

Subject to the terms and conditions of this Agreement, Bright grants to the District a twelvementh license (the "District License") beginning on February 23, 2025 and ending on February 22, 2026 to access Millington Forest Preserve for District purposes utilizing the Bright's existing Access Drive located only on those parcels named within provision 2 of the above Recitals, and further identifiable on Exhibit A.

The Access Drive and the Designated Trail Corridor may be collectively referred to herein as the "Licensed Areas".

3. Non-Exclusive Licenses

Both the Bright License and the District License shall be non-exclusive. The District and Bright shall continue their respective uses of the Licensed Areas subject to the terms and conditions of this Agreement and the Kendall County Forest Preserve District's General Use Ordinance.

This Agreement is not, and does not, constitute a lease or other rental agreement. Both Bright's and District's non-exclusive rights to use the Licensed Areas may be terminated in accordance with the terms set forth in this Agreement, where applicable.

Should conflicts in the Parties' use of the Designated Trail Corridor arise, District activities taking place at Millington Forest Preserve shall take precedence over Bright's permitted access to the Designated Trail Corridors. Bright shall temporarily cease its use of the Designated Trail Corridor under this Agreement and the Bright License when such use conflicts with the District's use of the Designated Trail Corridor ("Bright's Conflicting Use"). Bright's Conflicting Use shall cease until such a time when Bright's use of the Designated Trail Corridor no longer conflicts with District's use of same. The District shall provide notice to Bright of the potential of a conflicting use of the Designated Trail Corridor within a reasonable time of District becoming aware of same.

4. District Access to the Access Drive

The District shall have the right, but not the obligation, to access Millington Forest Preserve using the Access Drive between 9 am and 4 pm Monday through Thursday ("Regular Business Hours"). The District shall use the Access Drive in such manner as to not unreasonably interfere with the rights of Bright under this Agreement, including but not limited to driving at or below a speed limit of ten miles per hour (10 mph). Bright shall provide to the District reasonable use of the Access Drive outside of Regular Business Hours upon request from the District as set forth in this Section 4.

The District acknowledges that Bright utilizes a gate to control access to the Access Drive. Bright shall provide to District use of the apparatus responsible for operating the gate, including but not limited to any access codes necessary for gate operation, to permit District use of the Access Drive within Regular Business Hours.

Should the District require use of the Access Drive outside of Regular Business Hours, the District shall request same from Bright as set forth herein. The District shall make a request to use the Access Drive outside of Regular Business Hours by contacting representatives of Bright via telephone or email using the following contact information:

a. Primary contact: Robert Bright

Ph: (630) 417-1548

Email: BobSr2@route66construction.com

b. Secondary contact: Joann Bright-Theis

Ph: (630) 774-0042

Email: joannbright91@gmail.com

c. Alternate Contact: Nicola Bright

Ph: (815) 695-9955 nicola@ryanex.com

d. Alternate Contact: Adam Theis

Ph: (630) 880-6387

Email: atheis@griffithfoods.com

The District shall make such a request at least twenty-four (24) hours prior to requiring use of the Access Drive outside of Regular Business Hours. Bright shall comply with District's request upon receipt of sufficient request as set forth above.

5. Payment Provisions

Bright shall provide a lump sum payment to the District of one dollar (\$1.00) paid-in-hand representing payment in full for the twelve-month License for use of the Designated Trail Corridor. District shall provide a lump sum payment to Bright of one dollar (\$1.00) paid-in-hand representing payment in full for the District License.

6. Trail Maintenance

Bright, its contractors, agents and volunteers may, at Bright's own expense, perform routine maintenance within the Designated Trail Corridor ("Routine Maintenance"). Routine Maintenance shall be limited to clearing of overhanging limbs or vegetation within the Designated Trail Corridor. No motorized power equipment, mowers, or chemicals which may cause trail compaction, erosion or other impacts to surrounding flora and vegetation may be used or applied during Routine Maintenance without receiving prior written permission from the District's Executive Director. Bright shall not make any structural improvements and/or changes to the District's property without the prior written consent of the District. Bright shall email the District at kcforest@kendallcountyil.gov at least twenty-four (24) hours prior to entering the Designated Trail Corridor to perform any Routine Maintenance. Bright shall be prohibited from performing Routine Maintenance when instructed not to do so by the District or its Executive Director.

Bright shall indemnify, defend and hold-harmless the District, its officials, officers, employees, including their past, present, and future Commissioners, elected officials and agents, from any cause or claim related to or arising out of Bright's, its contractor's, agents and/or volunteer's Routine Maintenance in conformity with the indemnification provisions provided herein.

Bright may, with the prior written consent of District, contract out Routine Maintenance of the Designated Trail Corridor provided that any contractor engaged by Bright for such purpose, or

any subcontractor of such contractor, is approved by the District and complies with the insurance and indemnification requirements contained herein ("Maintenance Contractor"). Bright acknowledges and agrees that the District expressly withholds prior authorization from Bright to contract out any Routine Maintenance or any other work that would constitute a "public work" under the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*)

Bright shall have the following clauses placed within any contracts with Maintenance Contractors who will be tasked with maintenance activities, including but not limited to Routine Maintenance, in the Licensed Areas:

- a. Maintenance Contractor shall indemnify, hold harmless and defend with counsel of the District's own choosing, the District, its officials, officers, employees, including their past, present, and future Commissioners, elected officials and agents from and against all liability, claims, suits, demands, proceedings and actions, including costs, reasonable fees and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property (collectively, "Claims"), to the extent such Claims result from the performance of this contract by Contractor or those Claims are due to any negligent, intentional, or willful acts, errors, omissions or misconduct of Contractor in its performance under this Agreement. Nothing contained herein shall be construed as prohibiting the District, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Indemnification obligations shall survive the termination of this Agreement.
- b. Maintenance Contractor shall obtain and continue in force, during the term of the Agreement, all insurance as set forth below. Each insurance policy shall not be cancelled or changed without thirty (30) days prior written notice, given by the insurance carrier to the District. Before starting work hereunder, Contractor shall deposit with the District certificates evidencing the insurance it is to provide hereunder: (a) Worker's Compensation and Occupational Disease Disability insurance, as required by the State of Illinois, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease, (b) Employer's comprehensive general liability insurance for both personal injury and property damage in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 aggregate per project, (c) Comprehensive business automobile liability insurance in the minimum amount of \$1,000,000 combined single limit, (d) Minimum umbrella occurrence insurance of \$5.000,000 per occurrence and \$5,000,000 aggregate, (e) and if Professional Services shall be contracted for, Professional liability insurance in the minimum amount of \$1,000,000 combined single limit. The District shall be named as an Additional Insured on a Primary and Non-Contributory basis with respect to all liability coverage. Further, all liability and workers' compensation policies must include a waiver of subrogation in favor of the District. The District shall also be designated as the certificate holder. The District's or BrighterDaze Farm, LLC failure to demand such certificate of insurance shall not act as a waiver of Contractor's obligation to maintain the insurance required under this Agreement. The insurance required under this Agreement does not represent that coverage and limits will necessarily be adequate to protect Contractor, nor be deemed as a limitation on Contractor's liability to the District in this Agreement.

Maintenance Contractor will also obtain Insurance against damage or destruction to the District's property and all Property, whether or not owned by the District; that is located at the site of the work, providing "all risk" peril coverage, in the amount of 100% of

replacement costs (collectively "All Risk Insurance"). Such insurance shall have an agreed amount endorsement if available.

All policies of insurance required hereunder shall be written by carriers which possess an A- policyholders rating or better and a minimum Class VII financial size category as listed at the time of issuance by A.M. Best Insurance Reports (the aforesaid rating classifications to be adjusted if and to the extent that Best adjusts its rating categories).

At the request of Bright, the District may consider reducing insurance and liability coverage limits for Maintenance Contractors. Bright shall submit written requests specifically outlining the work to be performed and available insurance coverage limits to the District at least forty-five (45) days in advance of the work to be performed in order to provide sufficient time for the District to consider and approve or deny the Bright 's request. At least thirty (30) days prior to the beginning of any such contract or subcontract work on the Licensed Areas, Bright shall submit to the District a list of all persons or entities who will provide maintenance services on behalf of Bright together with their certificates of insurance demonstrating compliance with the insurance requirements set forth above. The District may require, but is not obligated to provide, its approval of Maintenance Contractors prior to the services being rendered, and if required, such approval shall not be unreasonably withheld or delayed.

- c. Maintenance Contractors shall comply with all federal, state and local rules, regulations and licensing requirements, including without limitation licensing requirements of Kendall County and the District, in the conduct of their business and the performance of maintenance services.
- d. Maintenance Contractors and their consultants, employees, contractors, subcontractors, and agents agree to comply with all provisions of the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 et seq. and the Illinois Drug Free Workplace Act, 30 ILCS 580/1 et seq.
- e. Maintenance Contractors, their officers, employees, and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations.
- f. Maintenance Contractor agrees to comply with all applicable federal, state and local laws and regulatory requirements and to secure such licenses as may be required for its employees and to conduct business in the state, municipality, county and location. Such obligation includes, but is not limited to, environmental laws, civil rights laws, prevailing wage and labor laws.
- g. All services to be undertaken by Maintenance Contactor shall be carried out by competent and properly trained personnel of Maintenance Contractor to the highest standards and to the satisfaction of District. All services, materials and components shall conform to relevant manufacturers' and equipment suppliers' specifications, and all materials and spare parts shall be obtained from the original equipment manufacturers or from suppliers approved by them. No warranties implied or explicit may be waived or denied.

- h. It is understood and agreed that Maintenance Contractor is an independent contractor and is not an employee of, partner of, agent of, or in a joint venture with the District. Maintenance Contractor understands and agrees that Maintenance Contractor is solely responsible for paying all wages, benefits and any other compensation due and owing to Maintenance Contractor 's officers, employees, and agents for the performance of services set forth in the contract Maintenance Contractor further understands and agrees that Maintenance Contractor is solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for Maintenance Contractor 's officers, employees and/or agents who perform services as set forth in the Agreement. Maintenance Contractor also acknowledges its obligation to obtain appropriate insurance coverage for the benefit of Maintenance Contractor. Maintenance Contractor's officers, employees and agents and agrees that District is not responsible for providing any insurance coverage for the benefit of Maintenance Contractor, Maintenance Contractor's officers, employees and agents. Maintenance Contractor hereby agrees to defend with counsel of District's own choosing, indemnify and waive any right to recover alleged damages, penalties, interest, fees (including attorneys' fees), and/or costs from District, its Commissioners, board members, officials, employees, insurers, and agents for any alleged injuries that Maintenance Contractor, its officers, employees and/or agents may sustain while performing services under the Agreement.
- i. Maintenance Contractor shall exercise general and overall control of its officers, employees and/or agents. Maintenance Contractor agrees that no one shall be assigned to perform work at District's facilities or on District property on behalf of Maintenance Contractor, Maintenance Contractor 's consultants, subcontractors and their respective officers, employees, agents and assigns unless Maintenance Contractor has completed a criminal background investigation for each individual to be performing work at the site. In the event that the individual's criminal background investigation reveals that the individual has a conviction record that has not been sealed, expunged or impounded under Section 5.2 of the Criminal Identification Act, Maintenance Contractor agrees that the individual shall not be assigned to perform work on or at District's facilities or on District Property absent prior written consent from District. District, at any time, for any reason and in District's sole discretion, may require Maintenance Contractor and/or Maintenance Contractor's consultants, and/or subcontractors to remove any individual from performing any further work under the contract.
- j. Maintenance Contractor hereby waives any claim of lien against subject premises on behalf of Maintenance Contractor, its officers, insurers, employees, agents, suppliers and/or sub-contractors employed by this Agreement. Upon completion of the project and as a condition prior to payment in full, Maintenance Contractor shall tender to District a final waiver of lien for all subcontractors and/or suppliers.
- k. The District, at any time, for any reason and in the District's sole discretion, may require any of Licensee's Maintenance Contractors, and/or subcontractors to be removed and enjoined from performing any further work on District property.

Prior to performing maintenance, including but not limited to Routine Maintenance, on the Licensed Areas, Bright shall provide to the District in writing the name, address, telephone number and email address of the Maintenance Contractor hired to complete any maintenance work and that of Bright's authorized representative(s) who will have authority to make decisions

and take actions on behalf of Bright, with respect to this Agreement, and Bright's obligations hereunder, including in the event of an emergency situation requirement immediate action.

The District shall have the exclusive right to designate the route, if allowed, for machinery and equipment across District property and the placement of materials on District property for all such activity. District, Bright and any above described Maintenance Contractors shall cooperate with respect to the commencement, timing and location of such activities so as not to unreasonably disturb or interfere with the District's and/or public's activities elsewhere on District property.

Bright shall be responsible for the protection of all maintenance work (including, but not limited to, all work performed by Bright, its agents or any Maintenance Contractor(s) or contractor(s) employed by Bright) until its completion, and shall, at Bright's own expense, replace damaged or lost materials or repair damaged parts of the maintenance work, and that Bright shall be liable therefore. Bright shall remove from the vicinity of the maintenance work upon its completion all surplus material or equipment belonging to Bright, its agents or the Maintenance Contractor or sub-contractor employed by Bright, or used under their direction during maintenance. Bright shall remove all surplus materials, and debris of all kinds from the maintenance site, or portions of property at or adjacent to the site of the maintenance.

The District shall have no liability or responsibility for the protection, safety or condition of the Licensed Areas, Bright's or Bright's Contractor's Agents, Equipment, Employees, Horses or Trail Riders, and Bright hereby waives and all claims against the District in regard to the same.

Bright shall immediately advise the District of any damage to any District property.

The District shall assume no liability or responsibility for property lost or stolen on District property, or for personal injuries sustained on District property during Bright's use or Maintenance Contractor's use of any District property and Bright hereby waives, releases, protects, indemnifies and shall defend the District of any and all claims against the District in regard to the same as set forth below.

7. Indemnification

To the extent allowable by law, Bright shall indemnify, hold harmless and defend with counsel of the District's own choosing, the District, its officials, officers, employees, including their past, present, and future Commissioners and agents from and against all liability, claims, suits, demands, proceedings and actions, including costs, reasonable fees and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property (collectively, "Claims"), to the extent such Claims directly or indirectly result from the Bright's usage of the Licensed Areas, Bright's maintenance of the Licensed Areas, Maintenance Contractor's maintenance of the Licensed Areas, or those claims are due to any negligent, intentional and/or willful acts, errors, omissions or misconduct of Bright or its agents, including but not limited to Maintenance Contractors, in its performance of this Agreement, or any other activities under the Bright License. Nothing contained herein shall be construed as prohibiting the District from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Indemnification obligations shall survive the termination of this Agreement.

To the fullest extent permitted by the laws of the State of Illinois, Bright hereby waives any and all rights or claims Bright may have at any time against the District, its Commissioners, officers,

agents and employees for injury to or the death of any person, or for damage, destruction or loss of any property, sustained or incurred by Bright or any person claiming by, through or under Bright in connection with the exercise by such persons and the rights and privileges granted to Bright hereunder, or the conduct of the occurring on the Licensed Areas, except to the extent that such loss, damage or destruction is caused by the willful and wanton conduct of the District or District's agents and employees. Bright also waives any claims for any personal injury or any loss or damages caused by fire, vandalism, theft or other casualty, to or of any vehicle, equipment, merchandise or personal property on District property at any time arising out of the period of this Agreement.

Further, Bright 's Maintenance Contractors shall, to the fullest extent permitted by the laws of the State of Illinois, indemnify the District to the extent required by Bright under the terms of this Agreement, and at their sole expense shall provide and maintain adequate insurance as outlined in Section 6 above. Nothing in this Agreement shall be deemed to constitute a waiver by the District of any immunity from liability which the District may now or hereafter possess under Illinois law, whether by statute, common law, or otherwise.

8. Provision and Maintenance of Equipment

Bright and Bright's Maintenance Contractors shall be responsible for selecting only equipment that meets any and all safety standards and ratings applicable to such equipment. It is further understood that the District shall have no obligation to provide any of the above referenced equipment.

9. Bright's Rights and Obligations

In performing under the terms of this Agreement, Bright shall adhere to all applicable laws, regulations and Kendall County and District ordinances, rules, regulations, policies, and procedures. Bright and all of Bright's employees, contractors, volunteers, members, agents, and participants shall follow the District's General Use Ordinance whenever on District Property. (General Use Ordinance is available here: http://www.co.kendall.il.us/wp-content/uploads/FP_GenUseOrd.pdf). Violation of the District's General Use Ordinance shall result in the immediate suspension of this License Agreement pending review of the violation and determination of penalty by the District's Board of Commissioners.

Bright shall inspect the Designated Trail Corridor prior to executing this Agreement to determine that the Designated Trail Corridor is reasonably suited for the use(s) contemplated by Bright. Thereafter, Bright shall inspect the Licensed Areas prior to and subsequent to each use by Bright to identify any potential safety hazards. Bright shall take all reasonable and appropriate measures to protect all participants and officials and any other persons reasonably anticipated to be present during, or involved in, the uses contemplated by this Agreement and the Bright License, from known or foreseeable safety hazards. Bright shall promptly advise the District of any known or foreseeable safety hazards upon Bright obtaining knowledge of same, and prior to using, or allowing others to use the Licensed Areas.

Bright shall use the Designated Trail Corridor at its own risk. Bright is solely responsible for any and all supervision and security services for its use of the Designated Trail Corridor, and acknowledges that the District shall not provide, nor shall it be obligated to provide, any security or protection in connections with the Bright's use of the Designated Trail Corridor.

10. Term, Termination and Modification

Either party reserves the right to request from the other party alterations the terms and conditions of this Agreement, or to terminate this Agreement and any license issued hereunder after providing fourteen (14) days advance written notice. The District reserves the right to terminate the Bright License without notice due to the misconduct of Bright or any person associated with Bright or actions of those present at the Bright 's event that involve misuse, destruction, or damage to District property, or for any violation of this Agreement of restrictions set forth in the permit issued under the Bright License. Further, the District reserves the right to terminate this Agreement without notice for purposes deemed necessary for public safety, necessary for the preservation of property.

Unless sooner terminated in accordance with the provisions of this Agreement, and subject to the survival of certain obligations as provided in this Agreement, this Agreement shall terminate for all purposes on February 22, 2023. Use of designated trail by Bright after this date will be considered a violation of the District's General Use Ordinance.

11. No Third Party Beneficiary / Joint Venture

This Agreement is entered into solely for the benefit of the District and Bright, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entirety who is not a party to this Agreement, or to acknowledge, establish or impose any legal duty to any third party. This Agreement does not create, acknowledge, or imply a joint league, joint function, joint venture, partnership or joint enterprise between Bright and District.

12. Liens

Bright covenants and agrees that it will not permit or suffer any lien to be put upon, or arise or accrue against the District's Property or the Designated Trail Corridor, in favor of any person or persons, individual or corporate, for furnishing either labor or material, for equipment supplied to or work to be performed on District property or the Designated Trail Corridor. Bright further covenants and agrees to hold the District, District property and the Licensed Areas free from any and all liens, or rights of claims of lien, which may, or might arise or accrue under, or be based upon any mechanic's lien law, or other similar laws, of the State of Illinois, now or hereafter in force.

All contracts and agreements that may be made by Bright, relating to the provision of labor or material for any work to be performed on the Licensed Areas, shall expressly state that the interest of the District in and to the Licensed Areas shall be wholly free from, and not subject to any lien or claim of any contractor, subcontractor, mechanic, materialman or laborer, whether based upon any law or regulations of the State of Illinois, or any other authority, now or hereafter in force to be enacted, and Bright also hereby agrees and covenants that it will not enter into any contract for such work, which shall not, in express terms, contain the aforesaid provisions. Bright shall require a release of lien prior to remitting any payment to a Maintenance Contractor.

13. General Provisions

The indemnification provisions set forth in this Agreement and all other rights and obligations of the District and Bright which by their terms may necessarily be exercised or performed after the termination of this Agreement or expiration of this Agreement, shall survive such termination or expiration.

This Agreement shall be construed in accordance with the laws and Constitution of the State of Illinois. If any provision of this Agreement is declared invalid or unenforceable, the remaining provisions shall continue in full force and effect to the fullest extent permitted by law.

The parties agree that the venue for any legal proceedings between them shall be the Circuit Court of Kendall County, Illinois, Twenty-Third Judicial Circuit, State of Illinois.

Both parties affirm no District officer or elected official has a direct or indirect pecuniary interest in Bright or this Agreement, or, if any District officer or elected official does have a direct or indirect pecuniary interest in Bright or this Agreement, that interest, and the procedure followed to effectuate this Agreement has and will comply with 50 ILCS 105/3.

Bright agrees to comply with all applicable federal, state and local laws and regulatory requirements and to secure such licenses as may be required for its employees and contractors and to conduct business in the state, municipality, county and location. Such obligation includes, but is not limited to, environmental laws, civil rights laws, prevailing wage and labor laws.

Any notice required or permitted to be given pursuant to this Agreement shall be duly given if sent by fax, certified mail, or courier service and received, in the case of notice to the District, Kendall County Forest Preserve District, Attention: Director, 110 West Madison Street, Yorkville, Illinois, 60560, fax (630) 553-4023 with copy sent to: Kendall County State's Attorney, 807 John Street, Yorkville, Illinois, 60560, fax (630) 553-4204.

And, in the case of Bright, to: Robert Bright 10978 Crimmins Rd, Newark, IL

Neither party shall assign, sublet, sell, or transfer its interest in this Agreement without the prior written consent of the other.

No waiver by the District of any default of Bright shall be implied from any omission by the District to take any action on account of such default if such default persists or be repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated.

Headings of sections are for convenience only and do not limit or construe the contents of the sections.

This Agreement represents the entire and integrated Agreement between the District and Bright and supersedes all prior written and/or oral negotiations, representations or agreements between the District and Bright. To be valid, any amendment or modification to this Agreement must be in writing, dated a date subsequent to the date of this Agreement, and signed by both parties.

Bright, its officers, employees, and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations.

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

The parties each hereby warrant and represent that their respective signatures set forth below have been and are on the date of this Agreement duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.

IN WITNESS WHEROF, the District and the Bright has caused this Agreement to be executed by a duly authorized officer thereof as of the date first above written.

By:		Date:	
	Brian DeBolt, President		
	Kendall County Forest Preserve District		
Ву:		Date:	
-	Robert Bright, Trustee		
	Madison Trust Castle Bank N/A		

2025-2026 Reciprocal Access and Designated Trail Riding License Agreement - EXHIBIT A





Change Order

PROJECT: (Name and address) 1495 - Kendall County Forest Preserve District - Subat Nature Center

4675 Eldamain Road Plano, Illinois 60545

OWNER: (Name and address)

Kendall County Forest Preserve District

110 W. Madison Street

Yorkville, Illinois 60560

CONTRACT INFORMATION:

Contract For: General Construction

Date: June 18, 2024

ARCHITECT: (Name and address)

Kluber, Inc.

41 W. Benton Street Aurora, Illinois 60506 CHANGE ORDER INFORMATION:

Change Order Number: 001

Date: February 4, 2025

CONTRACTOR: (Name and address)

Lite Construction, Inc. 711 S. Lake Street

Montgomery, Illinois 60538

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Description:

- 1. Provide material and labor for O'Malley Welding artwork scope and hardware, Deduct \$18,662,00 from the Contingency Allowance.
- 2. Provide material and labor for two 18 inch undercuts, remove soft material and replace with 3 inches of rock, capped with CA6 stone at parking lot area. Deduct \$5,605.48 from the Contingency Allowance.
- 3. Provide material and labor to build retaining wall with outcropping stone around electric box by driveway. Deduct \$2,448.00 from the Contingency Allowance.
- 4. Provide material and labor for electrical work to include additional lighting and panel per revised drawing E310. Deduct \$40,197.00 from the Contingency Allowance.

Total: \$66,912.48

Starting Contingency Allowance: \$ 212,000.00 Deduct from Contingency Allowance: \$ 66,912.48 Remaining Contingency Balance: \$ 145,087.52

Attachments:

Change Order Request Number 1 dated December 27, 2024, Change Order Request Number 2 dated January 28, 2025, Change Order Request Number 3 dated January 28, 2025 and Change Order Request Number 4 dated January 28, 2025 as submitted by Lite Construction,

The original Contract Sum was	\$ 1,262,697.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 1,262,697.00
The Contract Sum will be unchanged by this Change Order in the amount of	\$ 0.00
The new Contract Sum including this Change Order will be	\$ 1,262,697.00

The Contract Time will be increased by Zero (0) days. The new date of Substantial Completion will be unchanged.

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Kluber, Inc.	Lite Construction, Inc.	Kendall County Forest Preserve District
ARCHITECT (Firm name)	CONTRACTOR (Firm name)	OWNER (Firm name)
(View or Her	Tim Campbell	
9/11/		

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SIGNATURE	SIGNATURE	SIGNATURE
Chris Hansen, Project Manager	Tim Campbell PM	
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
February 4, 2025	2/4/25	
DATE	DATE	DATE

LITE CONSTRUCTION

711 South Lake Street P.O. Box 135 MONTGOMERY, IL 60538

(630) 896-7220 Fax (630) 896-1304

TO Kluber Architects + Engineers 41 W. Benton St Aurora IL 60506

CHANGE ORDER

Number. DATE PHONE 12/27/24 JOB NAME/LOCATION Subat JOB NUMBER JOB PHONE EXISTING CONTRACT NO. DATE OF EXISTING CONTRACT

hereby agree to make the change(s) specified below:			
Provide labor and material for Omalley Welding	g artwork scope and hardware	anny pagy page and a see a real for the few years year or an a see from the	apretre ad heras adapt sa ge
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Omalley	\$18,662.00		
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NOTE: This Change Order becomes part of	and in conformance with the existing contra	ıct.	
WE AGREE hereby to make the change(s) specified a	above at this price ⊏>	\$ 18,662	00
	PREVIOUS CONTRACT AMOUNT	\$	
ORIZED SIGNATURE (CONTRACTOR) JC	REVISED CONTRACT TOTAL	\$	
ACCEPTED — The above prices and specifications of	Data of accontance		
this Change Order are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless	Date of acceptance		
and conditions as specified in original contract unless otherwise stipulated.	Signature(OWNER)		

O'Malley Welding and Fabricating, Inc.

1209 Badger St Yorkville IL 60560 630-553-1604

QUOTE

DATE	QUOTE NO.
12/11/2024	1510

NAME / ADDRESS	Ship To	Ship To				
Lite Construction 711 S. Lake Montgomery, IL 60538	Subat Forest Pre Kendall Couinty					
	TERMS	P.O. NO.	PROJECT			
	Due on receipt					
DESCRIPTION	QTY	COST	TOTAL			
Fabrication: Supply and Deliver 3) Decrative metal panels x 48" x 96" per supplied drawings. ly material, shop drawings, plasma cut designs, clean up, sand and 2 coat powder coat per customer supplied specs rial for job: Supply Mcmaster Carr hardware called out in spec Fabrication: Shop assembly of hardware. nd install cables in 24 ferrules able welding & Installation: Install decorative panels and ware.		7,200.00 7,302.00 1,680.00 2,480.00	7,200.00 7,302.00 1,680.00 2,480.00			
son bracket at wood support at top supplied by others. and hardware installation needs to be prior to ceiling deck.						

Portable welding & Installation: Install decorative panels and hardware.

Simpson bracket at wood support at top supplied by others.

Panel and hardware installation needs to be prior to ceiling deck.

Sales Tax (8.25%) \$0.00

TOTAL \$18,662.00

LITE CONSTRUCTION

711 South Lake Street P.O. Box 135 MONTGOMERY, IL 60538

> (630) 896-7220 Fax (630) 896-1304

	Fax (630) 896-1304	
ТО	Kluber Architects + Engineers	
***	41 W. Benton St	·
	Aurora IL 60506	44-14814),,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,

CHANGE ORDER

PHONE DATE
1/28/25

JOB NAME/LOCATION
Subat

JOB NUMBER JOB PHONE

EXISTING CONTRACT NO. DATE OF EXISTING CONTRACT

hereby agree to make the change(s) specified below:			
Provide material and labor for two undercuts p	er test report	MA BEST BOOKS (1, 110, 1847, 1949, 1949, 1947)	944 147-7-7-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-
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NOTE: This Change Order becomes part of	and in conformance with the existing contra	ct.	
WE AGREE hereby to make the change(s) specified	above at this price	\$ 5,605	48
1/28/25	PREVIOUS CONTRACT AMOUNT	\$	
HORIZED SIGNATURE (CONTRACTOR) JC	REVISED CONTRACT TOTAL	\$	
ACCEPTED — The above prices and specifications of this Change Order are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless	Date of acceptance		

DAY SILE



Bill To

Lite Construction, Inc 711.S Lake St , P.O Box 135 Montgomery , IL 60538

RPH Excavating Sewer & Water

PO Box 449 Sugar Grove, Illinois 60554 Phone: (630) 669-0017

Email: rph@sewerwaterpro.com

Payment terms Due upon receipt Invoice # 793
Date 11/18/2024

PO # Subat- Undercuts

Description	Rate	Quantity	Total
Subat 11/18/24 Undercuts	\$86.00	65.18	\$5,605.48
South East entrance of parking lot- 20'x30'x 1.6 = 35.55			
Student drop off area round about- 20'x25'x 1.6 = 29.63			

Subtotal	\$5,605.48
Total	\$5,605.48

Interest of 1.5% will accrue after 30 days from date of invoice on any unpaid balance.

RPH Hauling LLC., dba RPH Excavating Sewer & Water



Construction Testing Services

November 29, 2024 Lite Construction P. O. Box 135 Montgomery, Illinois 60538

Re: Subat Forest Preserve, Plano, IL.

To whom this may concern:

Please be advised on this date, an on site proof roll was performed on the asphalt parking areas and walking trails at the above mentioned location.

Two area failed the proof roll and it is recommended that the area be undercut 18" remove soft material and replace with 3" rock, capped with CA6 stone

No other exceptions were noted at that time

Respectfully

CONSTRUCTION TESTING SERVICES

B. Sebastian Field Technician

LITE CONSTRUCTION

711 South Lake Street P.O. Box 135 MONTGOMERY, IL 60538

(630) 896-7220 Fax (630) 896-1304

Kluber Architects + Engineers TO 41 W. Benton St Aurora IL 60506

CHANGE ORDER

3 Number. DATE PHONE 1/28/25 JOB NAME/LOCATION Subat JOB NUMBER JOB PHONE EXISTING CONTRACT NO. DATE OF EXISTING CONTRACT

Ve hereby agree to make the change(s) specified below:			
Provide material and labor for retaining wall are	ound electrical	00 000 000 000 000 000 000 000 000 000	
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Aztech	\$2,448.00		(through) man to evidence against
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NOTE: This Change Order becomes part of	and in conformance with the existing contra	act.	
WE AGREE hereby to make the change(s) specified	above at this price □	\$ 2,448	00
1/28/25	PREVIOUS CONTRACT AMOUNT	\$	
THORIZED SIGNATURE (CONTRACTOR) JC	REVISED CONTRACT TOTAL	\$	
ACCEPTED — The above prices and specifications of this Change Order are satisfactory and are hereby accepted. All work to be performed under same terms	Date of acceptance	4	
accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise stipulated.	Signature(owner)		



Estimate / Proposal

	1	Dete	TE	stimate #
8	-		+	
		11/19/2024		24585
Description	Qty	Rate	U/M	Total
Project Location: Subat Nature Center 4675 Eldamain Road Plano, IL 60545				
Build retaining wall with outcropping stone around electric box by driveway 36 SF @ \$68.00	36	68.00	sqft	2,448.00
upon Completion and Customer Satisfaction. All Trees and Shrubs; 100% Warranty on Perennials, Sod, Grasses After Install; 2 Year Warranty on Hardscape and Labor. An Extended of an Additional Expense When a Maintenance Agreement is Executed. Will be charged a 3% Processing Fee. all permit fees.	Tot	al	\$2,44	18.00
	Description Project Location: Subat Nature Center 4675 Eldamain Road Plano, IL 60545 Build retaining wall with outcropping stone around electric box by driveway 36 SF @ \$68.00 upon Completion and Customer Satisfaction. All Trees and Shrubs; 100% Warranty on Perennials, Sod, Grasses After Install; 2 Year Warranty on Hardscape and Labor. An Extended an Additional Expense When a Maintenance Agreement is Executed.	Description Project Location: Subat Nature Center 4675 Eldamain Road Plano, IL 60545 Build retaining wall with outcropping stone around electric box by driveway 36 SF @ \$68.00 upon Completion and Customer Satisfaction. All Trees and Shrubs; 100% Warranty on Perennials, Sod, Grasses After Install; 2 Year Warranty on Hardscape and Labor. An Extended an Additional Expense When a Maintenance Agreement is Executed. fill be charged a 3% Processing Fee.	Description Qty Rate Project Location: Subat Nature Center 4675 Eldamain Road Plano, IL 60545 Build retaining wall with outcropping stone around electric box by driveway 36 SF @ \$68.00 pupon Completion and Customer Satisfaction. All Trees and Shrubs; 100% Warranty on Perennials, Sod, Grasses After Install; 2 Year Warranty on Hardscape and Labor. An Extended an Additional Expense When a Maintenance Agreement is Executed. Fill be charged a 3% Processing Fee.	Description Qty Rate U/M Project Location: Subat Nature Center 4675 Eldamain Road Plano, IL 60545 Build retaining wall with outcropping stone around electric box by driveway 36 SF @ \$68.00 upon Completion and Customer Satisfaction. All Trees and Shrubs; 100% Warranty on Perennials, Sod, Grasses After Install; 2 Year Warranty on Hardscape and Labor. An Extended ran Additional Expense When a Maintenance Agreement is Executed. ill be charged a 3% Processing Fee.

Other Provisions and Exclusions:

- 1. Aztech Landscaping reserves the right to substitute plant material whenever deemed appropriate / necessary.
- 2. Aztech Landscaping will be responsible for calling JULIE to identify and mark all underground supply lines for utilities such as gas, electric, water, sewer, telephone & cable lines.
- 3. The homeowner is responsible for locating and clearly identifying any and all underground installations not covered by JULIE, such as sprinkler/ irrigation systems, electrical wiring, gas lines, invisible fencing, etc. Aztech Landscaping will not be responsible for damage to underground lines in work areas.
- 4. Job start dates are subject to weather and/or unexpected construction delays.
- 5. Disposal of soil and other organic materials included in Estimate; other materials, i.e. concrete, plastic, etc. will be charged accordingly.

All material is guaranteed to be as specified. All work to be completed in a professional manner and according to industry guidelines and specifications. Any deviation from the above specifications including, but not limited to, changes in square footage, materials, or design will be reviewed & remeasured, if necessary. Upon written Change Order Request signed by customer, this may result in additional charge(s) over and above the original estimate.

Our workers are fully	covered by Workmen's Compensation Insurance.		
ACCEPTANCE:			
	Customer Signature	Aztech Signature	
	Date:	Date:	

LITE CONSTRUCTION

711 South Lake Street P.O. Box 135 MONTGOMERY, IL 60538

(630) 896-7220 Fax (630) 896-1304

Kluber Architects + Engineers TO 41 W. Benton St Aurora IL 60506

CHANGE ORDER

Number. DATE PHONE 1/28/25 JOB NAME/LOCATION Subat JOB NUMBER JOB PHONE EXISTING CONTRACT NO. DATE OF EXISTING CONTRACT

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d above at this price □	\$ 40,197	00
PREVIOUS CONTRACT AMOUNT	\$	
REVISED CONTRACT TOTAL	\$	
Date of acceptance		
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Lite Construction Inc. 711 S. Lake St. Montgomery IL, 60538

11107CO2

January 6,2025

Re: Subat Nature Center Plano Drawings dated 4/11/24 per Page scoped

Request for Change order to drawings E310 with additional lighting and panel

We are pleased to submit a total price for _____ Material \$24,352.00 \$40,197.00

Included

- Power and conduit to track lighting
- · Light fixture package
- Panel and wiring
- · Meter billing payment to be set up by others

Excluded

No Permit or Utility Costs

Volt Electric is now WBE/CDB/ICC/ IDHR/IDOT Certified in the City of Chicago and State

All work to be completed in accordance with applicable codes.

All electrical work performed by IBEW journeyman electricians and warranty on workmanship for 5 years.

Prevailing wage with certified payroll when requested

Not included in this proposal are any permits fees Architect drawing or utility charges that may be incurred in the completion of this project.

License is provided for permits including Chicago at no additional cost.

All work to be completed during normal working hours. 7am - 3:30pm, Mon - Fri

Volt Electric appreciates the opportunity to quote this project with you.

Please call Ken at C 630-333-5779 with any questions you may have or any additional information you may need

Thank You, Ken Bronski