

Vendor#	Name	Invoice #	Description	Date	Budget #	Account Description	Dist Amount
FOREST PRESERVE EXPENDITURE							
183 030468	CDW GOVERNMENT, INC.	HKG9901	PRINTER	04/27/17	27020006200	OFFICE SUPPLIES & POSTAGE	532.75
184 030468	CDW GOVERNMENT, INC.	HHB541	PRINTER	04/27/17	27020006200	OFFICE SUPPLIES & POSTAGE	543.51
185 091310	IL STATE POLICE	03/31/2017	BACKGROUND REPORTS	04/27/17	27020006200	OFFICE SUPPLIES & POSTAGE	20.00
186 200170	TCC	0586AIN21742	PHONE CHARGERS	04/27/17	27020006200	OFFICE SUPPLIES & POSTAGE	86.58
							1,182.84*
187 190816	SHAW MEDIA	03/2017	GRANT LEGAL AD	04/27/17	27020006209	LEGAL PUBLICATIONS	45.00
							45.00*
188 190816	SHAW MEDIA	03/2017	WEDDING AD-3/2017	04/27/17	27020006843	PROMOTION/PUBLICITY	59.99
							59.99*
						Total FOREST PRESERVE EXPENDITURE	1,287.83*
ELLIS HOUSE							
189 010452	ADS, INC	04/09/17	EL ALARM MONITORING	04/27/17	27021007080	GROUND & MAINT - ELLIS H	274.05
190 130506	MENARDS	76158	EL SPRINKLER, HOSE	04/27/17	27021007080	GROUND & MAINT - ELLIS H	127.50
191 130506	MENARDS	76492	EL SHOP SUPPLIES	04/27/17	27021007080	GROUND & MAINT - ELLIS H	5.42
							406.97*
						Total ELLIS HOUSE	406.97*
ELLIS BARN							
192 010452	ADS, INC	04/09/17	EL ALARM MONITORING	04/27/17	27021017080	GROUND & MAINT - ELLIS B	274.05
193 101297	JOHN DEERE FINANCIAL	04/21/17	EL BARN SUPPLIES	04/27/17	27021017080	GROUND & MAINT - ELLIS B	43.97
							318.02*
						Total ELLIS BARN	318.02*
ELLIS GROUNDS							
194 190750	SHOREWOOD HOME & AUTO	01-8415	EL FILTERS, BLADE	04/27/17	27021027080	GROUND & MAINT - ELLIS G	119.39
							119.39*
						Total ELLIS GROUNDS	119.39*
ELLIS WEDDINGS							
195 130183	DOLORES MATEL	03/19/17	EL SEC DEP RETURN	04/27/17	27021207088	ELLIS SECURITY DEPOSIT RE	110.00
196 180175	TATIYANNA RAMIREZ	DEPOSIT	SECURITY DEPOSIT RET	04/27/17	27021207088	ELLIS SECURITY DEPOSIT RE	110.00
							220.00*
						Total ELLIS WEDDINGS	220.00*

Vendor# Name
HOOPER

COMBINED Claims Listing

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Invoice #	Description	Date	Budget #	Account Description	Dist Amount
197 140937	HOOPER				
198 140937	NICOR	04/11/17-MAINT	27022006860	HOOPER - GAS	28.71
199 140937	NICOR	04/11/17-HOUSE	27022006860	HOOPER - GAS	50.19
200 140937	NICOR	04/11/17-ML	27022006860	HOOPER - GAS	21.58
201 140937	NICOR	04/12/17-KING	27022006860	HOOPER - GAS	62.93
202 140937	NICOR	04/12/17-BLAZIN	27022006860	HOOPER - GAS	41.58
203 140937	NICOR	04/12/17-ROOK	27022006860	HOOPER - GAS	82.37
		04/12/17-BASE	27022006860	HOOPER - GAS	3.19
					290.55*
204 031510	COMMONWEALTH EDISON	04/04/17-MULT	27022006861	HOOPER - ELECTRIC	623.20
205 031510	COMMONWEALTH EDISON	04/04/17-BATH	27022006861	HOOPER - ELECTRIC	137.81
206 031510	COMMONWEALTH EDISON	04/04/17-HOUSE	27022006861	HOOPER - ELECTRIC	62.06
					823.07*
207 130506	MENARDS	75512	27022006863	HOOPER - SHOP SUPPLIES	315.79
					315.79*
208 011850	ARTILIP AND SONS INC	0187660	27022006864	HOOPER - BUILDING MAINTEN	1,995.00
209 130506	MENARDS	75514	27022006864	HOOPER - BUILDING MAINTEN	20.83
					2,015.83*
210 230915	WIGHT	39803	27022006866	HOOPER - OTHER EXPENSES	1,085.99
					1,085.99*
211 181576	ROBERT ROJAS	REIMB	27022007088	HOOPER SECURITY DEPOSIT R	100.00
212 191534	JOAN SOLTWISCH	17-00097	27022007088	HOOPER SECURITY DEPOSIT R	100.00
					200.00*
				Total HOOPER	4,731.23*
213 230034	JESSICA VOSBURGH	04/7/17	27023036849	ENV EDUC - NATURAL BEGINN	29.95
					29.95*
				Total ENV ED NATURAL BEGINNINGS	29.95*
214 012290	AUTOMOTIVE SPECIALTIES INC	22129	27025006216	EQUIP - GROUNDS & NATURAL	321.60
215 040538	DERANE EQUIPMENT CORP	RA36844	27025006216	EQUIP - GROUNDS & NATURAL	262.28
216 251510	ELBURN NAPA INC	165465	27025006216	EQUIP - GROUNDS & NATURAL	21.94
					605.82*
217 022190	BUSTED KNUCKLES LANDSCAPING	APR 2017	27025006837	PRESERVE IMPROV - GR & NA	200.00
218 030540	CENTRAL LIMESTONE CO INC	9169-9170	27025006837	PRESERVE IMPROV - GR & NA	1,078.43
					1,278.43*

ENV ED NATURAL BEGINNINGS

GROUND & NATURAL RESOURCES

firmPrctClaim

Kendall County

COMBINED Claims Listing

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Vendor# Name

Invoice #

Description

Date

Budget #

Account Description

Dist Amount

219 190563 SERVICE SANITATION, INC

7321353

PORTABLE RESTROOMS

04/27/17

27025006847

REFUSE PICKUP - GROUNDS &

153.21

bantrim

220 140937 NICOR

04/11/17-HA

HARRIS

04/27/17

27025006848

GAS - GROUNDS & NATURAL R

83.83

bantrim

Total GROUNDS & NATURAL RESOURCES 2,121.29*

FP BOND PROCEEDS 2007

276 190372	CHARLES H SCHRADER & ASSOC	APRIL 2017	MAR-MAY 2017 FEES	04/27/17	95020006850	PROJECT FUND EXPENSES	2,687.00	bantrim
							2,687.00*	
						Total FP BOND PROCEEDS 2007	2,687.00*	

GRAND TOTAL \$11,921.68

**KENDALL COUNTY FOREST PRESERVE DISTRICT
COMMISSION MEETING MINUTES**

APRIL 18, 2017

I. Call to Order

President Gilmour called the meeting to order at 9:00 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

X	Cullick	X	Gryder
X	Davidson		Hendrix
X	Flowers	X	Kellogg
X	Gilmour	X	Prochaska
	Giles	X	Purcell

Commissioners Cullick, Davidson, Flowers, Gryder, Kellogg, Prochaska, Purcell, and Gilmour all were present.

V. Approval of Agenda

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

VI. Citizens to Be Heard

No public comments were received from citizens in attendance.

VII. Approval of Claims in an Amount Not-to-Exceed \$13,592.84.

Commissioner Cullick made a motion to approve claims in an amount not-to-exceed \$13,592.84. Seconded by Commissioner Flowers.

Motion: Commissioner Cullick
Second: Commissioner Flowers

Roll call

Aye	Opposed	Commissioner	Aye	Opposed	Commissioner
X		Cullick	X		Gryder
X		Davidson			Hendrix
X		Flowers	X		Kellogg
		Giles	X		Prochaska
X		Gilmour	X		Purcell

Motion unanimously approved.

VIII. Approval of Minutes

Kendall County Forest Preserve Commission Meeting – April 5, 2017

Kendall County Forest Preserve District Finance Committee Meetings – April 12, 2017

Commissioner Prochaska made a motion to approve the minutes for the Forest Preserve Commission meeting held on April 5, 2017, and the Forest Preserve Finance Committee meetings held on April 12. Seconded by Commissioner Cullick.

All, aye. Opposed, none. Motion unanimously approved.

IX. Motion to Approve an Electric Service Supply Agreement with Dynegy Energy Services, LLC for the Purchase of Electricity for Service Locations at Ellis House and Equestrian Center and Hoover Forest Preserve Beginning October 1, 2017 through October 31, 2020 at a Fixed Cost of \$0.06282 Cents per Kilowatt Hour

Chris Childress with Progressive Energy Group presented a cost savings report and recommendations for energy supply contracts for the District.

Commissioner Davidson asked whether there was a savings with the proposed contracts. Chris Childress stated that there is a \$1,200 savings overall, with a projected \$1,400 of avoided charges that would otherwise be incurred.

Commissioner Purcell observed that the wholesale power price in 2011 ranged from \$52 to \$57 per megawatt hour, with lower costs at present, ranging between \$30-31 per megawatt hour. Chris Childress confirmed that this was the case, with projected costs decreasing in the future.

Motion: Commissioner Gryder
Second: Commissioner Cullick

Roll call

Aye	Opposed	Commissioner	Aye	Opposed	Commissioner
X		Cullick	X		Gryder
X		Davidson			Hendrix
X		Flowers	X		Kellogg
		Giles	X		Prochaska
X		Gilmour	X		Purcell

Motion unanimously approved.

X. Motion to Approve a Natural Gas Service Supply 12-Month Agreement, Renewable Month-to-Month Thereafter, with Santanna Energy Services for Service Locations at Hoover Forest Preserve at a Variable Cost Based on the Natural Gas Intelligence Index Plus \$0.04 Cents per Therm

Commissioner Davidson asked about the propane contract for the District. Director Guritz reported that the District's contract with Grainco FS will need to be renewed in the next few months.

Commissioner Gryder asked about the wording of the motion, and whether the Board will need to approve a contract extension at the termination of the initial contract period. Chris Childress stated that the District is able to cancel the contract at any time, but typically, contracts remain in place, with the market monitored for potential cost savings.

Commissioner Gryder asked State's Attorney Eric Weis if he had any concerns about the timeframe of the contract, and the automatic renewal month-to-month. State's Attorney Weis stated that as long as the Board is able to take action to cancel or change the terms of the contract after the initial 1-year term, there are no concerns with the terms for contract renewal.

Commission discussed the total natural gas supply costs for the District. Chris Childress stated that he would forward the figures to the group.

Motion: Commissioner Cullick
Second: Commissioner Flowers

Roll call

Aye	Opposed	Commissioner	Aye	Opposed	Commissioner
X		Cullick	X		Gryder
X		Davidson			Hendrix
X		Flowers	X		Kellogg
		Giles	X		Prochaska
X		Gilmour	X		Purcell

Motion unanimously approved.

XI. Motion to Approve Resident and Non-Resident Fees and Charges for a New Semi-Private Lessons Program at Ellis House and Equestrian Center for both Single Lessons (R\$30/NR\$35) and 5-Lesson Packages (R\$120/NR\$140)

Director Guritz presented a report and fees and charges recommendation for a new semi-private lessons program at Ellis House and Equestrian Center. Director Guritz stated that offering semi-private lessons provides an opportunity for more advanced riders to schedule lessons together, with the District receiving increased revenues per lessons opening. This also increases the capacity of the overall program.

Commissioner Purcell asked whether the District has the staffing in place to offer semi-private lessons. Director Guritz stated that current instructors on staff have the expertise to teach semi-private lessons.

Commissioner Purcell asked whether the District is ahead of the prior year's revenues for lessons. Director Guritz stated that this would need to be examined. Because Sunrise Center North is now operating at Ellis, the District's capacity for lesson openings is reduced, but offset by the lease agreement revenues.

Motion: Commissioner Flowers

Second: Commissioner Gryder

Roll call

Aye	Opposed	Commissioner	Aye	Opposed	Commissioner
X		Cullick	X		Gryder
X		Davidson			Hendrix
X		Flowers	X		Kellogg
		Giles	X		Prochaska
X		Gilmour	X		Purcell

Motion unanimously approved.

XII. Motion to Approve Resident and Non-Resident Fees and Charges for a New Lead Line Lessons Program at Ellis House and Equestrian Center for both Single Lessons (R\$20/NR\$25) and 5-Lesson Packages (R\$85/NR\$110)

Director Guritz presented a report and fees and charges recommendation for a new lead-line lessons program for younger children at Ellis House and Equestrian Center.

Commissioner Purcell asked how many students will be able to take advantage of lead line lessons at any one time. Director Guritz stated that the simplified lesson format would allow for 2-3 students at any one time.

Motion: Commissioner Cullick
Second: Commissioner Flowers

Roll call

Aye	Opposed	Commissioner	Aye	Opposed	Commissioner
X		Cullick	X		Gryder
X		Davidson			Hendrix
X		Flowers	X		Kellogg
		Giles	X		Prochaska
X		Gilmour	X		Purcell

Motion unanimously approved.

XIII. Motion to Approve a Proposal from Artlip and Sons in the Amount of \$1,827.00 for Annual Preventative Maintenance Services on the Geothermal Heating System at Hoover Forest Preserve

Director Guritz presented a proposal from Artlip and Sons for annual preventative maintenance on the geothermal heating system at Hoover Forest Preserve. Director Guritz stated that the scope of services was presented and captured in the minutes from the last meeting.

Commissioner Purcell asked whether the District has the budget to incur the proposed cost. Director Guritz stated that the budget should be able to absorb the cost. The District is recognizing cost savings in a couple of areas in the current year. If needed, the District's contingency budget could be transferred to offset costs for the proposal, which can be examined later in the year if need be.

Motion: Commissioner Davidson
Second: Commissioner Cullick

Roll call

Aye	Opposed	Commissioner	Aye	Opposed	Commissioner
X		Cullick	X		Gryder
X		Davidson			Hendrix
X		Flowers	X		Kellogg
		Giles	X		Prochaska
X		Gilmour	X		Purcell

Motion unanimously approved.

XIV. Motion to Approve Proposed Changes to the Entry Drive Configuration and Dedicated Use of the Galena Road-Route 47 Intersection Parcel

Director Guritz presented proposed changes to the entry drive configuration and dedicated use of the Galena Road and Route 47 intersection parcel.

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Commissioner Cullick made a motion to approve the proposed changes. Seconded by Commissioner Flowers.

Director Guritz presented an overview of the proposed reconfiguration that would close off a section of the current parking area, with use restricted to County vehicles for winter snow plowing activities. Director Guritz stated that the parking area is used primarily for semi-trucks, with vehicles remaining overnight. Director Guritz stated that he had been working with Kendall County Highway and the Sheriff's Office to develop the proposed plan.

Commissioner Purcell expressed concerns with closing the parking area to the public, or to drivers in need of sleep.

Commissioner Davidson questioned whether the parcel was actually owned by the District, stating that the parcel is owned by Kendall County. Director Guritz stated that Kendall County GIS shows that parcel ownership in the name of the forest preserve district.

Commissioner Gryder asked whether there would be a gate closing off the area.

Commissioner Kellogg stated that the costs should be examined by the Kendall County Highway Department.

Fran Klaas stated that Kendall County Highway Department has not put together a budget for the project, but has identified a need for use of the parcel as a turnaround for vehicles in the winter months for road clearing activities.

Commissioner Davidson stated that keeping the area open for vehicles and tired drivers is not a real issue, and should remain open to the public.

Commissioner Gryder stated that an intergovernmental agreement may be needed, but the District may want to consider selling a portion of the parcel, or trading it for more desirable property in the future. Director Guritz stated that both options can be considered by Commission in the future.

Commissioner Flowers asked whether the District is incurring liability for the public using the lot as a turn-around or for parking. State's Attorney Weis stated that the liability would be the same as any other forest preserve property.

Commissioner Purcell stated that the parcel has a long history of use in the County, and closing it off when the District is trying to open up new preserve areas to the public is ludicrous.

Director Guritz stated that the parcel is not serving the recreational needs of the public. There are other preserve areas nearby that do, and the cost to maintain the area needs to be factored in as part of the question at hand.

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Commissioner Davidson made a motion to table the motion. Seconded by Commissioner Purcell. Commissioners Cullick, Davidson, Gryder, Kellogg, Prochaska, Purcell, and Gilmour, aye. Opposed, Commissioner Flowers. Motion tabled by a vote of 7:1.

XV. Executive Session

Commissioner Gryder made a motion to enter into executive session under 2(c)1 of the Open Meetings Act to discuss the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body or legal counsel for the public body, including hearing testimony on a complaint lodged against an employee of the public body or against legal counsel for the public body to determine its validity. Seconded by Commissioner Purcell.

Motion: Commissioner Gryder Second: Commissioner Purcell					
Roll call					
Aye	Opposed	Commissioner	Aye	Opposed	Commissioner
X		Cullick	X		Gryder
X		Davidson			Hendrix
X		Flowers	X		Kellogg
		Giles	X		Prochaska
X		Gilmour	X		Purcell
Motion unanimously approved.					

Executive session called to order at 9:42 am.

Commissioner Kellogg recessed from discussions at 9:52 am, and returned at 9:55 am.

Mr. Davidson made a motion to adjourn the executive session. Seconded by Commissioner Prochaska. Aye, all. Opposed, none.

Regular meeting reconvened at 10:05 pm.

XVI. Other Items of Business

- Trash Removal and Recycling Services Bid Opening Results

Director Guritz presented the results of the recent bid opening for trash and recycling hauling and disposal. Waste Management was the lowest responsible bidder, and the service agreements are under review by the State's Attorney's Office. Director Guritz reported that the contract will be presented to Commission at the first meeting in May. A \$3,066 savings will be realized as a result of the bidding process. Director Guritz thanked Latreese Caldwell and complimented District staff efforts to examine scope of services and developing the bid documents.

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Commissioner Purcell stated that the contract must include provisions for terminating the contract.

- Omnitrax/Illinois Railway Hoover Rail Crossing Improvements and Crossing Agreement Applications

Director Guritz reported that the District has received a crossing agreement application from Omnitrax for rail crossings at Hoover and Millbrook South Forest Preserves.

Director Guritz presented an overview of discussions currently underway, reporting that Illinois Railway has not complied with the Illinois Commerce Commission order.

Director Guritz informed Commission that the District will need to reimburse the City of Yorkville for attorney costs associated with efforts to report Illinois Railway non-compliance to the Illinois Commerce Commission.

Commission discussed alternate approaches for public access at Millbrook South.

XVII. Citizens to Be Heard

Todd Milliron of Yorkville commented on State of Illinois priorities with respect to a recent announcement on efforts to conserve milkweed and pollinator species, reporting that he has planted the seeds received during his participation at the 2016 Fall Festival.

XVIII. Adjournment

Commissioner Prochaska made a motion to adjourn. Seconded by Commissioner Gryder. Aye, all. Opposed, none. Meeting adjourned at 10:16 pm.

Respectfully submitted,

David Guritz
Director, Kendall County Forest Preserve District

**KENDALL COUNTY FOREST PRESERVE DISTRICT
FINANCE COMMITTEE MEETING MINUTES**

APRIL 27, 2017

I. Call to Order

Committee Chairman Cullick called the meeting to order at 6:30 pm in the Kendall County Board Room.

II. Roll Call

Commissioners Gilmour, Gryder, Kellogg, and Cullick all were present.

III. Approval of Agenda

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

IV. Citizens to be Heard

No public comments were offered by those in attendance.

V. Approval to Forward Claims in an Amount Not-to-Exceed \$11,921.68.

Commissioner Gryder made a motion to forward claims to Commission in an amount not-to-exceed \$11,921.68. Seconded by Commissioner Kellogg.

The Finance Committee reviewed the claims list.

Chairman Cullick called the question. All, aye. Opposed, none.

VI. Review of FY16 and FY17 YTD Cost Center Reports

Budget Coordinator Latreese Caldwell presented an income statement for all District cost centers showing a side-by-side comparison of FY16 and FY17 revenues and expenses through March 31 for each respective fiscal year.

Mrs. Caldwell provided an overview of the first two pages of the report. The first page provided a summary of revenues and expenditures by operational area. Administrative revenues are down \$41,000 over the prior fiscal year due to the receipt of farm license revenue and yield payments credited to FY16. Overall, revenues are down \$22,000, which is attributed primarily to the payment of FY15 farm license revenue in FY16. Revenues are ahead in FY17 in the Ellis, Hoover, Environmental Education and Natural Areas Volunteers program areas, and down for Grounds and Resources. Expenditures are lower in Administration by \$4,000, and higher in the remaining cost centers. The net increase in

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expenditures are up \$32,500. The increase expense in the Ellis program area is due to paying the full tent rental for 2017 in one lump sum payment. Hoover, Environmental Education, and Grounds and Resources cost increases are attributed primarily to personnel costs.

Mrs. Caldwell presented the breakdown of revenues and expenses for all District program areas by category. The report again shows the decrease of revenues by \$21,600 and increase of expenditures of \$32,500, but provides additional insights into revenues and expenditures by category. Overall program revenue is up just under \$14,000. Donation revenue is up \$7,000, and farm license revenue is down \$39,000. In expenditures, personnel costs are up \$24,000, benefits are up \$2,200, and contractual is up \$11,000 which is where the impact of the tent rental payment in full is recognized. These are the two pages that will be reviewed each month, but the backup to the report provides further insight into the specific cost centers. Mrs. Caldwell suggested sending out future monthly reports for review ahead of the Finance Committee meeting in order to respond to any questions from committee members ahead of the meeting.

Mrs. Caldwell also stated that the District receives the bulk of its program revenues June, July and August of each year.

Commissioner Gryder thanked Mrs. Caldwell for the report, stating that this is exactly what the Board has been hoping to see for some time.

Commissioner Kellogg stated that for future reports, if there are programs that are working together to achieve an overall budget for the year, this information would be useful.

Director Guritz stated that in each year, some programs may be up, and others down, with the goal of achieving the overall budget for the year.

Director Guritz stated that overall the District is on track for the year, with expenditures below the straight line budget by 3-4%. The District does evaluate program performance during the year, working to identify areas where additional marketing efforts are needed. Currently, District staff is focusing on marketing efforts to boost summer camp and Natural Beginnings enrollments. Director Guritz stated that Ellis weddings and rentals are on track for the year, with reports presented to the Programming and Events Committee. Natural Beginnings is full, with the exception of the Tuesday and Thursday afternoon sessions. Environmental Education school program bookings are also up over last year.

VII. 1-Ton Dump Truck Base Bid and Deduct Alternate Bid Results

The Finance Committee reviewed the bid result for Coffman Truck Sales of Aurora for the purchase of a 1-ton dump truck, including a dump box, salt spreader, and plow assembly.

Total base bid, which includes a deduct alternate for trade-in of the District's 1991 GMC dump truck, was \$68,898.02.

Director Guritz stated that the District worked closely with Kendall County Highway Department to develop the bid specifications, and the vehicle cost falls within the anticipated cost projection. The difference in cost between the mild-steel dump box and stainless-steel dump box is \$2,410, with the understanding that the stainless steel option provides greater utility and staff efficiency during the plow season.

Director Guritz recommended Finance Committee approval to forward the purchase of the vehicle to Commission for approval. Director Guritz noted that the delivery timeframe is outside of the requested 90-day period, which means that the District will be relying on a single dump truck for all operational areas until the new truck is delivered, which will be a challenge over the next three months.

Commissioner Kellogg asked that the District look into 0% financing options to pay the truck off over a longer period. Director Guritz stated that the preference would be to pay for the vehicle upfront, but that this would be a good option to consider when capital funds are depleted, which will be examined in the development of a 5-year plan.

The Finance Committee provided direction to contact Coffman Truck Sales to determine whether a 0% financing plan is available.

The Finance Committee reviewed capital funding available for the purchase. The FY17 capital budget for the 2007 series capital fund includes a \$50,000 equipment contingency, and \$19,594 remains in the 2009 capital fund (Fund 290), which has typically funded vehicle purchases.

Superintendent Kim Olson thanked the Committee for their support, understanding that the District's dump trucks support a wide range of grounds maintenance activities over the year.

Commissioner Kellogg made a motion to forward the Coffman Truck Sales base bid amount for purchase of the 1-ton dump truck, including the trade-in of the District's 1991 GMC dump truck, to Commission for approval. Seconded by Commissioner Gilmour. Aye, all. Opposed, none.

VIII. Hoover Fuel Tank Proposals

Director Guritz presented quotes received from GRAINCO, FS and Elburn Cooperative for the repair, or lease-to-own of fuel storage tanks for Hoover Forest Preserve.

Director Guritz recommended moving forward with the maintenance of both tanks located at the preserve, with the split chamber tank brought back into service, and the residual fuel cleaned out of the second tank for eventual use.

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Director Guritz stated that the project is proposed to reduce staff time with refueling efforts for Hoover forest preserve maintenance equipment.

The Finance Committee examined the cost proposals.

Commissioner Kellogg inquired into ownership of the tanks. Director Guritz stated that according to staff reports, GRAINCO FS claimed ownership of the tanks within initial discussions, with use extended to the Boy Scouts of America.

The Finance Committee discussed the GRAINCO FS proposal, providing direction to determine tank ownership, with the understanding that if GRAINCO FS owns the fuel tanks, it should be their responsibility for incurring the maintenance costs for placement back into service, or required to remove the tanks if another supplier is selected.

Separately, the Finance Committee provided direction to contact Feece Oil in Minooka to determine whether or not the company extends a zero cost option for supplying the fuel tanks needed at the site.

The Finance Committee recommended discussing the project with Kendall County Highway Department for their insights as well.

Direction was received to present a final report to the Finance Committee and Committee of the Whole in May to determine a final recommendation.

IX. Hoover Sanitary Lagoon – Flow Monitoring Equipment Replacement

Director Guritz presented a proposal from Vortex, Inc. of Sugar Grove for the purchase and installation of replacement flow monitoring equipment for the Hoover sanitary lagoon.

Director Guritz stated that the current equipment is not repairable, and is required to insure IEPA monitoring and compliance with the District's wastewater water quality permit.

Under the permit requirements, the District must sample and report water quality results to the IEPA during those months that active flow is occurring. The replacement equipment provides a record of flow, and is checked periodically to determine when sampling is needed.

Director Guritz stated that while there is likely a markup on the equipment to be purchased, the cost for installation and calibration appear reasonable for the work entailed.

Commissioner Kellogg made a motion to forward the Vortex, Inc. proposal to Commission for consideration. Seconded by Commissioner Gilmour. Aye, all. Opposed, none.

X. Harris Forest Preserve Shop Roof Replacement Proposals

The Finance Committee reviewed a proposal from A&B Exteriors for the replacement of the maintenance shop metal roof at Harris Forest Preserve.

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Director Guritz reported that Superintendent Olson is working to secure additional quotes will be secured and presented to the Finance Committee. The Harris shop has a 40-year old metal roof, and is leaking during storm events causing concerns for both mold growth and eventual impact of structural supports.

XI. “The Knot” Website Contract Renewal

Director Guritz reported that “The Knot” online web presence first-year contract will expire in June. “The Knot” and the “Chicago Wedding Guide” are the two primary online wedding storefronts in the Chicago area. Cost for the subscription is \$250 per month, \$3,000 per year.

Metrics were presented at the last Programming and Events Committee meeting, and the District is receiving a steady stream of referrals. Director Guritz recommended renewal of a 1-year contract, payable monthly. The website is generating traffic, leads, and bookings for both Ellis House and Meadowhawk Lodge.

Commissioner Kellogg made a motion to forward “The Knot” proposal to Commission for approval. Seconded by Commissioner Cullick. All, aye. Opposed, none.

XII. Grainco, FS Propane Supply Contract Review and Renewal

Director Guritz presented a report on pre-paid propane supply usage at Ellis House and Harris Forest Preserve.

The District’s current contract will expire in May, with renewal anticipated in June or July at a fixed cost based on past consumption volumes. The current remaining balance on account is \$1,101. A small refund is anticipated on the current contract.

The District has not received the Grainco, FS proposal at this point for price comparison. The 17-18 contract will be presented to the Finance Committee once received for review.

XIII. Omnitrax, Inc. – Illinois Railway Crossing Agreement Applications and Anticipated Annual Fees and Long-Term Maintenance Costs

Director Guritz provided updates on correspondence with Omnitrax related to the negotiation of crossing agreements under negotiation for Hoover Forest Preserve and Millbrook South Forest Preserve.

Director Guritz reported that the ICC order for the rail crossing improvements at Hoover Forest Preserve has been sent to Elizabeth McGuire, Real Estate Manager for Omnitrax for review. Within the ICC order, Illinois Railway is required to maintain the crossing improvements following installation.

The District has requested a copy of a crossing agreement template for State’s Attorney’s Office review in order to examine the agreement provisions prior to consideration of

DRAFT FOR APPROVAL

submission of application(s) with the stated \$4,000 application fee. This template has not been received, but Omnitrax stated that the typical annual cost for public crossing agreement is \$3,000. Director Guritz reported that he replied to Omnitrax informing them that the District is not a well-funded agency, and that the costs presented would represent a significant budget impact, requesting that a lower annual crossing agreement fee be considered for both public crossings.

Director Guritz also responded that understanding of possible future maintenance costs would be needed, understanding that the crossings were recently improved.

Director Guritz reported that the lack of a crossing agreement for Millbrook South will likely impact the competitiveness of the District's application. The IDNR has been informed that a crossing agreement is under review and negotiation with Illinois Railway.

Director Guritz reported that he has contacted Jennifer Kuntz, Assistant Chief Counsel Illinois Department of Transportation to inquire whether IDOT has received correspondence from Omnitrax-Illinois Railway regarding the ICC order. Director Guritz also reported that he has contacted Yorkville's Attorney Orr to inform her that the District would reimburse Yorkville for her firm's costs for pulling together a conference with the ICC docket service list representatives to discuss the order and provide updates on efforts to comply with the order's requirements.

Periodic updates will be shared with the Finance Committee as responses to District requests are received.

XIV. Waste Management – Final Contract Provisions

Director Guritz presented a draft of the final contract documents for Waste Management of Illinois, Inc.

Waste Management has signed off on the State's Attorney's Office addendum prepared following review of the company's submitted waste agreements.

Director Guritz stated that the service agreements have been reviewed against the bid form, with a confirmed understanding of base-rate charges and maximum allowable costs negotiated for each for combined fuel, regulatory, and environmental surcharges. Based on this review and understanding, the service agreements match the bid form results, with a service agreement table addendum added to the bid documents.

Commissioner Gilmour expressed appreciation for Assistant State's Attorney Berault's efforts to review and develop the contract addendum.

Commissioner Gilmour made a motion to forward the final contract to Commission for approval. Seconded by Commissioner Kellogg. Aye, all. Opposed, none.

XV. Review of a Draft Policy for Extension of Health Insurance to Part Time Employees Under the Affordable Care Act

Commissioner Gryder adjourned from the meeting at 7:20 pm in order to attend The Conservation Foundation Earth Day Benefit Dinner, and did not return.

The Finance Committee discussed a draft policy for the extension of health care insurance to part time employees under the Affordable Care Act averaging 30-hours or more over the District's measurement periods. The District's measurement periods are January 1 through June 30 and July 1 through December 31 for each calendar year.

The proposed policy would limit the District's contribution for extension of health care insurance benefits to 90% of the cost for single coverage for a six month period following the measurement period where any part time variable hour employee exceeds the 30-hours of service average within the prior measurement period.

Under ACA, the District is only required to extend single health insurance coverage, and with the extension of single coverage, the District required employee contribution cost cannot exceed 9.69% of the employee's gross salary based on formula.

The Finance Committee discussed the policy. As part of the policy review, there are potential implications for Kendall County. As such, the policy will need to be reviewed with the Kendall County State's Attorney's Office to confirm compliance with the ACA, review and make recommendations for any required changes to current personnel policies, and confirm that the District is able to establish a variable employee classification that would sufficiently differentiate variable hour employees as a separate employment class from full time employees.

Director Guritz stated that the District would not need to restrict the benefit plans offered. Employees may desire to participate in additional benefit plan coverage beyond the lowest-cost single coverage healthcare plan at their own cost.

The Finance Committee discussed pending changes to Kendall County plans offered, including a requirement for an annual wellness screening for employees to secure 90-10 cost share coverage ratio currently extended. Employees not participating in annual wellness screening would participate in healthcare plans under an 80-20 cost share coverage ratio.

Latreese Caldwell suggested that a separate rider may be needed as part of the insuring agent contract to differentiate Kendall County employees from Kendall County Forest Preserve District employees moving forward.

The Finance Committee discussed other legal issues that may be factors for consideration as part of the proposed policy discussions.

Commissioner Kellogg stated that he would be supportive of the effort, understanding that joining the District's health insurance plan pool could provide a considerable savings and attractive benefit for future employees currently covering their own insurance costs in the health marketplace.

The Finance Committee provided direction to submit the proposed policy and questions to the State's Attorney's Office for review.

XVI. Executive Session

None.

XVII. Other Items of Business

No other items of business were discussed.

XVIII. Citizens to be Heard

No public comments were offered by those in attendance.

XIX. Adjournment

Commissioner Kellogg made a motion to adjourn. Seconded by Commissioner Gilmour. All, aye. Opposed, none. Meeting adjourned at 7:52 pm.

Respectfully submitted,

David Guritz
Executive Director, Kendall County Forest Preserve District

Name	Business	Phone Number	E-mail address	Notes
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- No persons were present at the opening bid -
from public -

Becky Costanzo



KENDALL COUNTY FOREST PRESERVE DISTRICT

110 W. Madison Street * Yorkville, Illinois 60560 (630) 553-4131

BID FORM

RETURN WITH BID

BID OPENING: April 26, 2017 10:00 A.M.

BID SUBMITTED BY: Coffman Truck Sales
1149 S. Lake ST.
Aurora, Ill. 60506
Phone (630) 892-7093

Bid Prices

1 Ton 4WD Diesel Dump Truck w/ Box, Spreader & Plow: \$ 69,398.02

Trade-in Deduct 1991 1-Ton GMC Dump Truck: (\$ 500.00)

TOTAL BASE BID AMOUNT \$ 68,898.02

Total Bid Price to Supply All Equipment Specified less Trade-in Deduct Value:

TOTAL COST: \$ 68,898.02 plus title/license
(FIGURES)

TOTAL COST: Sixty eight thousand eight hundred ninety eight and two cents
(WORDS)

Mild Steel Box Deduct Alternate

(\$ 2410.00)

Monroe Spreader Deduct Alternate

(\$ 6356.00)

Jerry Decker
Signature of Bidder

5/25/17
Date

Commercial Sales Mgr.
Title

Prepared For:

Kendall County Forest Preserve District
110 W. Madison St.
Yorkville, IL 60560
Phone: (630) 553-4131

Prepared By:

administrator
Coffman Truck Sales, Inc.
1149 W. Lake St.
Aurora, IL 60507
Phone: (630) 892-7093
Fax: (630) 892-3012
Email: info@coffmantrucks.com

2017 Retail GMC Sierra 3500HD 4WD Reg Cab 137.5" WB, 59.06" CA TK36

STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2017 Retail TK36003 4WD Reg Cab 137.5" WB, 59.06" CA

ENTERTAINMENT

- Audio system, 4.2" Diagonal Color Display, AM/FM stereo with USB port and auxiliary jack (Upgradeable to (IOB) 7" diagonal color display radio with IntelliLink.)
- Audio system feature, 4-speaker system on Regular Cab models

EXTERIOR

- Wheels, 17" (43.2 cm) painted steel
- Tires, LT235/80R17E all-season highway
- Wheel trim, painted trim skins and painted center caps
- Bumper, front chrome
- Grille, chrome surround
- Headlamps, high intensity discharge (HID) projector-beam with GMC signature LED lighting
- Lamps, Smoked Amber roof marker
- Lamps, cargo area, cab mounted with switch on center switch bank
- Mirrors, outside high-visibility vertical camper-style, Black with manual folding and extension and lower convex spotter glass
- Glass, solar absorbing, tinted
- Door handles, Black

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

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April 25, 2017 9:44:07 AM

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2017 Retail GMC Sierra 3500HD 4WD Reg Cab 137.5" WB, 59.06" CA TK36

STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2017 Retail TK36003 4WD Reg Cab 137.5" WB, 59.06" CA

INTERIOR

- Seats, front 40/20/40 split-bench 3-passenger, driver and front passenger recline with outboard head restraints and center fold-down armrest with storage. (Requires (H2Q) vinyl interior trim or (H2R) cloth, interior trim.)
- Seat trim, Vinyl
- Floor covering, Graphite-colored rubberized-vinyl
- Steering column, manual Tilt-Wheel
- Steering wheel, base
- Driver Information Center 3.5-inch diagonal monochromatic display, provides warning messages and basic vehicle information
- Door locks, power
- Cruise control, steering wheel-mounted
- Air conditioning, single-zone

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STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2017 Retail TK36003 4WD Reg Cab 137.5" WB, 59.06" CA

MECHANICAL

- Engine, Vortec 6.0L Variable Valve Timing V8 SFI (360 hp [268.4 kW] @ 5400 rpm, 380 lb-ft of torque [513.0 N-m] @ 4200 rpm)
- Transmission, 6-speed automatic, heavy-duty electronically controlled with overdrive and tow/haul mode. Includes Cruise Grade Braking and Powertrain Grade Braking (Requires (L96) Vortec 6.0L V8 SFI engine.)
- Rear axle, 4.10 ratio (Requires (L96) Vortec 6.0L V8 SFI engine.)
- Differential, heavy-duty locking rear
- Air cleaner, high-capacity
- Transfer case, with floor-mounted shifter (Included with 4WD models only.)
- Four wheel drive
- Cooling, external engine oil cooler
- Cooling, auxiliary external transmission oil cooler
- Battery, heavy-duty 720 cold-cranking amps/80 Amp-hr, maintenance-free with rundown protection and retained accessory power
- Alternator, 150 amps
- Recovery hooks, front, frame-mounted, black
- Body, Chassis Cab
- Frame, fully-boxed, hydroformed front section
- GVWR, 13,200 lbs. (5988 kg)
- Suspension Package, Standard includes 51mm twin tube shock absorbers and 33mm front stabilizer bar
- Steering, Recirculating Ball with smart flow power steering system
- Fuel tank, front and rear, 63.5 gallon
- Capped Fuel Fill
- Exhaust, aluminized stainless-steel muffler and tailpipe
- Back-up alarm calibration This calibration will allow installation of an aftermarket back up alarm.

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2017 Retail GMC Sierra 3500HD 4WD Reg Cab 137.5" WB, 59.06" CA TK36

STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2017 Retail TK36003 4WD Reg Cab 137.5" WB, 59.06" CA

SAFETY

- Brakes, 4-wheel antilock, 4-wheel disc with dual rear wheel with DuraLife brake rotors
- StabiliTrak, stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist
- Daytime Running Lamps with automatic exterior lamp control
- Air bags, frontal, driver and right front passenger, single stage (Always use safety belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
- Air bag deactivation switch, frontal passenger-side (Included and only available with Regular Cab models.)
- Teen Driver mode a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to encourage safe driving behavior. It can limit certain vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report gives you information on your teen's driving habits and helps you to continue to coach your new driver

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2017 Retail GMC Sierra 3500HD 4WD Reg Cab 137.5" WB, 59.06" CA TK36

SELECTED MODEL & OPTIONS

SELECTED MODEL - 2017 Retail TK36003 4WD Reg Cab 137.5" WB, 59.06" CA

<u>Code</u>	<u>Description</u>	<u>MSRP</u>
TK36003	2017 GMC Sierra 3500HD 4WD Reg Cab 137.5" WB, 59.06" CA	\$37,675.00

SELECTED VEHICLE COLORS - 2017 Retail TK36003 4WD Reg Cab 137.5" WB, 59.06" CA

<u>Code</u>	<u>Description</u>
-	Interior: Dark Ash with Jet Black Interior Accents
-	Exterior 1: Summit White
-	Exterior 2: No color has been selected.

SELECTED OPTIONS - 2017 Retail TK36003 4WD Reg Cab 137.5" WB, 59.06" CA

CATEGORY

<u>Code</u>	<u>Description</u>	<u>MSRP</u>
EMISSIONS NE1	EMISSIONS, CONNECTICUT, DELAWARE, MAINE, MARYLAND, MASSACHUSETTS, NEW JERSEY, NEW YORK, OREGON, PENNSYLVANIA, RHODE ISLAND, VERMONT AND WASHINGTON STATE REQUIREMENTS	\$0.00
ENGINE L5P	ENGINE, DURAMAX 6.6L TURBO DIESEL V8 B20-Diesel compatible (445 hp [332 kW] @ 2800 rpm, 910 lb-ft of torque [1220 Nm] @ 1600 rpm) (Requires (MW7) Allison 1000 6-speed automatic transmission, capped fuel fill and (GT4) 3.73 rear axle ratio. Includes (K40) exhaust brake and (K05) engine block heater.)	\$9,005.00
TRANSMISSION MW7	TRANSMISSION, ALLISON 1000 6-SPEED AUTOMATIC electronically controlled with overdrive, electronic engine grade braking and tow/haul mode (Requires (L5P) Duramax 6.6L Turbo Diesel V8 engine.)	\$0.00
AXLE		

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2017 Retail GMC Sierra 3500HD 4WD Reg Cab 137.5" WB, 59.06" CA TK36

SELECTED MODEL & OPTIONS

SELECTED OPTIONS - 2017 Retail TK36003 4WD Reg Cab 137.5" WB, 59.06" CA

CATEGORY

<u>Code</u>	<u>Description</u>	<u>MSRP</u>
AXLE		
GT4	REAR AXLE, 3.73 RATIO (Standard with (L5P) Duramax 6.6L Turbo Diesel V8 engine. Available with (L96) Vortec 6.0L V8 SFI engine.)	\$0.00
PREFERRED EQUIPMENT GROUP		
1SA	SIERRA PREFERRED EQUIPMENT GROUP includes Standard Equipment	\$0.00
TIRES		
QZT	TIRES, LT235/80R17E ALL-TERRAIN	\$200.00
SPARE TIRE		
ZZT	TIRE, SPARE LT235/80R17E ALL-TERRAIN (Requires (QZT) LT235/80R17E all-terrain tires.)	\$380.00
PAINT SCHEME		
ZY1	PAINT, SOLID (STD)	\$0.00
PAINT		
GAZ	SUMMIT WHITE	\$0.00
SEAT TYPE		
AE7	SEATS, FRONT 40/20/40 SPLIT-BENCH 3-passenger, driver and front passenger recline with outboard head restraints and center fold-down armrest with storage. (STD) (Requires (H2Q) vinyl interior trim or (H2R) cloth, interior trim.)	\$0.00
SEAT TRIM		
H2R	DARK ASH WITH JET BLACK INTERIOR ACCENTS, CLOTH SEAT TRIM includes manually adjustable driver lumbar	\$0.00
RADIO		
IO3	AUDIO SYSTEM, 4.2" DIAGONAL COLOR DISPLAY, AM/FM STEREO with USB port and auxiliary jack (STD) (Upgradeable to (IOB) 7" diagonal color display radio with IntelliLink.)	\$0.00
ADDITIONAL EQUIPMENT		
PCR	SIERRA CONVENIENCE PACKAGE includes (DPN) outside heated power-adjustable vertical camper mirrors, (DD8) inside rearview auto-dimming mirror and (AQQ) Remote Keyless Entry (Regular Cab also includes (A31) power windows.)	\$965.00

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SELECTED MODEL & OPTIONS

SELECTED OPTIONS - 2017 Retail TK36003 4WD Reg Cab 137.5" WB, 59.06" CA

CATEGORY

<u>Code</u>	<u>Description</u>	<u>MSRP</u>
ADDITIONAL EQUIPMENT		
VYU	SNOW PLOW PREP PACKAGE includes power feed for backup and roof emergency light, (KW5) 220-amp alternator with gas or diesel engine, forward lamp wiring harness, (TRW) Provision for cab roof mounted lamp/beacon, (NZZ) underbody shields and Heavy Duty Front Springs (Only available on 4WD models. Upgradeable to (KHB) dual, 150 amps and 220 amps each alternators with (L5P) Duramax 6.6L Turbo Diesel V8 engine.)	\$385.00
K05	ENGINE BLOCK HEATER (Included with (L5P) Duramax 6.6L Turbo Diesel V8 engine.)	INC
PTO	POWER TAKE OFF, ENGINE CONTROL PROVISIONS (Included and only available with (MW7) Allison 1000 6-speed automatic transmission and (L5P) Duramax 6.6L Turbo Diesel V8 engine. For details of PTO operation please see www.gmupfitter.com and reference info bulletin UI #79.)	INC
—	BATTERY, HEAVY-DUTY DUAL 730 COLD-CRANKING AMPS/70 AMP-HR, MAINTENANCE-FREE with rundown protection and retained accessory power (Included and only available with (L5P) Duramax 6.6L Turbo Diesel V8 engine.)	INC
KW5	ALTERNATOR, 220 AMPS (Included with (VYU) Snow Plow Prep Package when ordered with gas or diesel engines.)	INC
JL1	TRAILER BRAKE CONTROLLER, INTEGRATED	\$275.00
N2M	FUEL TANK, FRONT ONLY, 23.5 GALLON *CREDIT*	-\$100.00
K40	EXHAUST BRAKE (Included and only available with (L5P) Duramax 6.6L Turbo Diesel V8 engine.)	INC
RVS	LPO, BLACK TUBULAR ASSIST STEPS, 4" ROUND (dealer-installed) (Not available with (RVQ) 6" rectangular Black tubular assist steps, LPO, (VXJ) 4" round chrome tubular assist steps, LPO or (VXH) 6" rectangular chrome tubular assist steps, LPO.)	\$530.00

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SELECTED MODEL & OPTIONS

SELECTED OPTIONS - 2017 Retail TK36003 4WD Reg Cab 137.5" WB, 59.06" CA

CATEGORY

<u>Code</u>	<u>Description</u>	<u>MSRP</u>
ADDITIONAL EQUIPMENT		
V10	COVER, 1-PIECE, COVERS RADIATOR GRILLE AND FRONT BUMPER OPENINGS for diesel engines in winter weather (Requires (L5P) Duramax 6.6L Turbo Diesel V8 engine and is required on orders with "Ship To" locations within the following states: Maine, New Hampshire, Vermont, Minnesota, North Dakota, South Dakota, Montana, Alaska, Idaho, Wisconsin, Wyoming, Michigan, Colorado and New York.)	\$55.00
NZZ	UNDERBODY SHIELD frame-mounted shields, includes front underbody shield starting behind front bumper and running to first cross-member, protecting front underbody, oil pan, differential case and transfer case (Included with (VYU) Snow Plow Prep Package. Available on TK****3 models only.)	INC
TRW	PROVISION FOR CAB ROOF-MOUNTED LAMP/BEACON provides an instrument panel-mounted switch and electrical wiring tucked beneath the headliner for a body upfitter to connect a body-mounted warning or emergency lamp (Included with (VYU) Snow Plow Prep Package.)	INC
DPN	MIRRORS, OUTSIDE HEATED POWER-ADJUSTABLE VERTICAL CAMPER UPPER GLASS manual-folding and extending, black. Includes integrated turn signal indicators consisting of 51 square inch flat mirror surface positioned over a 24.5 square inch convex mirror surface with a common head and lower convex spotter glass (convex glass is not heated nor is it power adjustable) and addition of Auxiliary cargo lamp for backing up (helps to see trailer when backing up with a trailer) and amber auxiliary clearance lamp (Included and only available with (PCR) Sierra Convenience Package. Includes (DD8) auto-dimming inside rearview mirror.)	INC
A31	WINDOWS, POWER with driver express up and down and express down on all other windows (On Regular Cab models, included and only available with (PCR) Sierra Convenience Package.)	INC
AQQ	REMOTE KEYLESS ENTRY (Included and only available with (PCR) Sierra Convenience Package.)	INC

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SELECTED MODEL & OPTIONS**SELECTED OPTIONS - 2017 Retail TK36003 4WD Reg Cab 137.5" WB, 59.06" CA****CATEGORY**

<u>Code</u>	<u>Description</u>	<u>MSRP</u>
ADDITIONAL EQUIPMENT		
9L7	UPFITTER SWITCHES (4) Provides 4-30 amp circuits to facilitate installation of aftermarket electrical accessories (With (L5P) Duramax 6.6L Turbo Diesel V8 engine you will get 3 switches.)	\$125.00
DD8	MIRROR, INSIDE REARVIEW AUTO-DIMMING (Included and only available with (PCR) Sierra Convenience Package.)	INC
OPTIONS TOTAL		\$11,820.00

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PRICING SUMMARY

PRICING SUMMARY - 2017 Retail TK36003 4WD Reg Cab 137.5" WB, 59.06" CA

	<u>MSRP</u>
Base Price	\$37,675.00
Total Options:	\$11,820.00
Vehicle Subtotal	\$49,495.00
Advert/Adjustments	\$0.00
Destination Charge	\$1,295.00
GRAND TOTAL	\$50,790.00

*Chassis List Price
No body equipment
Not selling price*

*Snow plow 8 1/2'
Dump body/spreader
and hydraulics*

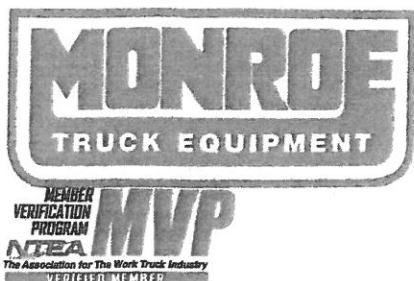
** 4612.00
24,975.00
* 80,377.00*

*List Price
(not selling price)*

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QUOTATION
Monroe Truck Equipment
812 Draper Avenue
Joliet, IL 60432
Phone: 815-280-4237
Fax: 815-727-5429
Email: bdrews@monroetruck.com
www.monroetruck.com

Quote Number: 4BD0001558-1
Job Order Number:
Quote Date: 4/24/2017
Quote valid until: 5/24/2017
Terms: NET 30
Salesperson: MARKEL, TOM
Quoted By: Bob Drews

Customer: COFFMAN TRUCK SALES, (2058400)
 1149 WEST LAKE ST
 AURORA, IL 60507

Contact: JERRY GERBER
Phone: 630-892-7093 **Fax:** 630-906-9537
Email:

Dealer Code: 26351

P.O. Number:

Accepted by:

Date:

Customer must fill out the information above before the order can be processed.

Chassis Information

Year: 2017	Make: GMC	Model: 3500 CHASSIS CAB	Chassis Color: SUMMIT	Cab Type: REGULAR
Single/Dual: DRW	CA: 60.0	CT: -1.0	Wheelbase:	Engine: DIESEL
			F.O. Number #:	Vin:

Comments: KENDALL COUNTY FOREST PRESERVE (REVISED)

Monroe Truck Equipment, Inc. is pleased to offer the following quote for your review:

DESCRIPTION

AMOUNT

- MTE-ZEE 9', STAINLESS STEEL, 2-3 YD CAPACITY, RIGID SIDE, DUMP BODY
- 10 GA. FLOOR, 10 GA. SIDES & ENDS, 11" H SIDES, 17" H TAILGATE
- 45,000 PSI YIELD STRENGTH STAINLESS STEEL FLOOR, SIDES & ENDS
- HEAVY DUTY FRONT BULKHEAD WITH INTEGRAL 12" TAPERED CAB SHIELD & TAPERED LASER CUT WINDOW
- INTERNAL DIRT SHEDDING TOP RAILS & TAILGATE
- WESTERN-STYLE UNDERSTRUCTURE WITH 10 GAUGE LONG-MEMBERS
- SINGLE-LEVER RELEASE, QUICK DROP TAILGATE
- LED FMVSS108 LIGHTS & REFLECTORS
- RUBBER REAR FLAPS
- UNDERCOATED

CENTRAL HYDRAULIC SCISSOR HOIST

- TOWING, 2-1/2" RECEIVER IN 1/2" PLATE
- 1800 TONGUE CAPACITY / 18,000 TOWING CAPACITY
- 2" PINTLE BALL COMBO HITCH
- 7 WAY RV STYLE TRAILER PLUG
- BACK UP ALARM

HYDRAULICS:

- FAN BELT DRIVEN
- 4-BANK VALVE ASSY'
- PARKER V20, OPEN CENTER, 2500 P.S.I. PRE-SET SYSTEM RELIEF, 20 GPM CAPABLE
- DOUBLE ACTING MANUAL CONTROL HOIST SECTION WITH 500 P.S.I. DOWN PORT RELIEF
- SINGLE ACTING MANUAL CONTROL PLOW LIFT SECTION
- DOUBLE ACTING MANUAL CONTROL PLOW ANGLE SECTION

SPREADER MANIFOLD

- 12V ELECTRIC PROPORTIONAL AUGER FUNCTION W/DIN CONNECTOR, 14 GPM
- 12V ELECTRIC PROPORTIONAL SPINNER FUNCTION W/DIN CONNECTOR, 5 GPM
- STAND ALONE

HYDRAULIC RESERVOIR/ENCLOSURE

- 15 GALLON CAPACITY
- FILLER BREATHER CAP, LEVEL SIGHT GLASS, 3/4" MAGNETIC PLUG, SPIN=ON ZINGA FILTER, 10 MICRON, 60 P.S.I. CONDITION INDICATOR, RETURN LINE CHECK VALVE FOR EASE IN FILTER REPLACEMENT
- IN TANK BAFFLE
- VALVE WILL BE INSTALLED IN A WEATHER-TIGHT COMPARTMENT ON RESERVOIR
- HYDRAULIC RESERVOIR/ENCLOSURE WILL BE MOUNTED ON FRAME RAIL
- POWDER COATED BLACK

CONTROLS

DESCRIPTION	AMOUNT
<ul style="list-style-type: none"> - WESCON CONTROL LEVER W/MECHANICAL INTER-LOCK FOR HOIST - GENUINE MORSE CONTROL LEVER FOR PLOW LIFT & ANGLE - GENUINE MORSE CABLE & HOOK-UP KITS - CONTROL STAND, POWDER COATED BLACK - FORCE 5100EX GROUND BASE SPREADER CONTROL - MAINTAINS CONSTANT APPLICATION BASED ON VEHICLE SPEED - EASILY CHOOSE BETWEEN MANUAL & GROUND-BASED SPREADING APPLICATIONS - CREATES REPEATABLE PRECISE CONTROL OF SPREADER & SPINNER SETTINGS - INTEGRATED SPINNER/BLAST DIALS THAT PROVIDE SIMULTANEOUS SPINNER ADJUSTMENT WHILE BLAST IS ACTIVATED - A MOMENTARY OR TIMED PREFERENCE CAN BE TAILORED FROM 1 - 15 SECONDS FOR THE INDIVIDUAL OPERATOR - CURRENT COMPENSATED VALVE DRIVE OUTPUTS - SELECTABLE VALVE DRIVE FREQUENCY - OPERATE SPREADER STANDBY & BLAST FUNCTIONS FRONT PANEL OR OPTIONAL REMOTE SWITCH - MANUAL RESET CIRCUIT BREAKERS - REVERSE POLARITY & OVER-VOLTAGE PROTECTION - COLOR CODE WIRING - MOUNTED WITHIN EASY REACH OF OPERATOR - HOSES & FITTINGS - SPREADER MANIFOLD MOUNTED ON DRIVER & PASS REAR UNDER DUMP BODY 	
<p>MONROE UNDER-TAILGATE, CHAIN DRIVE SPREADER (MS966-RF)</p> <ul style="list-style-type: none"> - MILD STEEL (POWDER-COATED ORANGE) - 6" DIA. AUGER W/ REVERSE FLIGHTING FOR LEFT OF CENTER DISCHARGE - 7 GA., 96" TROUGH W/ 1/4" END PLATES - ONE-PIECE, REMOVABLE & HINGED, COMBINATION COVER & REAR PANEL - HEAVY-DUTY, STEEL ROD, CAPTIVE LATCHES - QUICK DETACH MOUNTING BRACKETS - TAILGATE SHIELDS - MILD STEEL SPINNER ASSEMBLY WITH POLY DISC - LED CLEAR SPREADER LIGHT - INSTALLED 	
WHELEN, TIR 3 LED STROBES MOUNTED ON FRONT GRILL	
<p>WHELEN, STOP/TURN/TAIL & AMBER STRIP LIGHTS IN STAINLESS STEEL BOXES</p> <ul style="list-style-type: none"> - INSTALLED ON OUTSIDE OF REAR PILLARS OF DUMP BODY 	
	Quote Total: \$24,975.00

Additional Options:

DESCRIPTION	AMOUNT	ADD TO QUOTE
<p>MTE-ZEE 9', MILD STEEL, 2-3 YD CAPACITY, RIGID SIDE, DUMP BODY *** IN LIEU OF S.S. BODY ***</p> <ul style="list-style-type: none"> - 10 GA. FLOOR, SIDES & ENDS, 11" H SIDES, 17" H TAILGATE - 50,000 PSI YIELD STRENGTH STEEL CONSTRUCTION - HEAVY DUTY FRONT BULKHEAD WITH INTEGRAL 12" TAPERED CAB SHIELD & TAPERED LASER CUT WINDOW - INTERNAL DIRT SHEDDING TOP RAILS & TAILGATE - WESTERN-STYLE UNDERSTRUCTURE WITH 10 GAUGE LONG-MEMBERS - SINGLE-LEVER RELEASE, QUICK DROP TAILGATE - L.E.D. FMVSS108 LIGHTS & REFLECTORS - RUBBER REAR FLAPS - UNDERCOATED & 100% DURABLE POWDER COATED *** WHITE *** 	(\$2,410.00)	
DEDUCT FOR TAILGATE SPREADER, SPREADER LIGHT & RELATED HYDRAULIC ITEMS	(\$6,356.00)	

- ◆ Terms are Due Upon Receipt unless prior credit arrangements are made at the time of order.
- ◆ Please note if chassis is furnished, it is as a convenience and terms are Net Due on Receipt of Chassis.
- ◆ State and Federal taxes will be added where applicable.
- ◆ Restocking fees may be applicable for cancelled orders.

COFFMAN TRUCK SALES, INC.

1149 West Lake Street * P.O. Box 151

Aurora, IL 60507

Phone: 630-892-7093 * Fax: 630-892-1080

www.coffmangmc.com * www.coffmantrucks.com

April 26, 2017

Clarification and exceptions to bid specs, for Kendall County Forest Preserve.

1. Delivery time could actually run beyond the 90 day requested time frame, depending upon dump body desired.
2. There is no tire pressure monitoring system on dual rear wheel trucks.
3. Memo: If you delete the tailgate salt spreader there will be no salt spreader included with this bid.

Jerry Gerber

Commercial Sales Manager

Coffman Truck Sales





10 South Main St., Sugar Grove, Illinois 60554
 Phone: 630-466-9655 Fax: 630-466-9222
 www.vortextek.com

PROPOSAL

NAME / ADDRESS
Kendall County Forest Preserve 110 West Madison Yorkville, Illinois 60560 Attn: Mr. Jay Techenbrach

DATE	QUOTE NO.
4/18/2017	1676

SHIP DATE	TERMS	FOB
2-3 weeks A.R.O.	Net 30	Factory

QTY	DESCRIPTION	U/M	COST	TOTAL
1	Siemens LUT430, ultrasonic open channel flow monitor. Fully programmable with integral keypad. 120 VAC power, local display and 4-20 ma output.		1,383.00	1,383.00
1	Eurotherm Chessell model 392 circular chart recorder. Single pen with one totalizer. 120 VAC power, 4-20 ma input with shunt. Local display of rate and total.		2,545.00	2,545.00
1	Removal of old equipment, installation of new unit. Programming, startup and calibration of instrumentation. Includes all mechanical labor and components, on site time, travel time and travel expenses.		725.00	725.00
	Note: No sensor is required, existing sensor tested ok. Company Exempt from Taxes		0.00	0.00
This quote is valid for 30 days from date above.			Total	\$4,653.00

Level Measurement

Continuous level measurement – Ultrasonic controllers

SITRANS LUT400 series

Overview



The Siemens SITRANS LUT400 series controllers are compact, single point, long-range ultrasonic controllers for continuous level or volume measurement of liquids, slurries, and solids, and high accuracy monitoring of open channel flow.

Application

The SITRANS LUT400 comes in three different models, depending on the application, level of performance and functionality required:

- SITRANS LUT420 Level Controller: Level or volume measurement of liquids, slurries, and solids, as well as basic pump control functions, and basic data logging capability
- SITRANS LUT430 Level, Pump and Flow Controller: Includes all features of the LUT420 plus a full suite of advanced pump control and alarm functionality, open channel flow monitoring, and basic flow data logging capability
- SITRANS LUT440 High Accuracy OCM: Our most featured, highest accuracy model. Includes all features of the LUT430, plus the industry's best accuracy (± 1 mm within 3 m), full suite of advanced control functionality, and enhanced flow logging capability
- Key applications: wet wells, reservoirs, flumes/weirs, chemical storage, liquid storage, hoppers, crusher bins, dry solids storage

Benefits

- Small 1/2 DIN enclosure [144 h x 144 d x 146 w mm (5.7 x 5.7 x 5.75 inch)] with standard universal mounting bracket for wall, pipe, and DIN rail, plus an optional panel mount
- Easy to use HMI display with local four-button programming, menu-driven parameters, and Wizard support for key applications
- English, German, French, Spanish, Chinese, Italian, Portuguese, and Russian texts on the HMI.
- Level, Volume, OCM Flow monitoring
- Three relays combined with a suite of pump, alarm, and relay control features
- HART Communications
- EDDs for SIMATIC PDM, AMS Device Manager, and Field Communicator 375/475, plus DTMs for FDTs (Field Device Tools)
- Web browser for local programming from an intuitive web-based interface
- Two discrete inputs for backup level override and pump interlock functions
- Echo profile and trend views from the local display
- Patented digital receiver for improved performance in electrically noisy applications (close proximity to VSDs)
- Real time clock with daylight savings time, supporting an integrated datalogger and energy saving algorithms for minimizing pump operation during high cost energy periods
- Removable terminal blocks for ease of wiring
- MCERTS Certified for Open Channel Flow

Technical specifications

Mode of Operation	Ultrasonic level, volume, pump, and open channel flow	Design	
Measuring range	0.3 ... 60 m (1 ... 196 ft), transducer dependent	Weight	
Input		• Enclosure with display lid	1.3 kg (2.87 lb)
Discrete	0 ... 50 V DC switching level Logical 0 ≤ 10 V DC Logical 1 = 10 ... 50 V DC Max. 3 mA	• Enclosure with blank lid:	1.2 kg (2.65 lb)
Output		Material (enclosure)	Polycarbonate
Transducer frequency	10 ... 52 kHz	Degree of protection	
Ultrasonic transducer	Compatible transducers: All Echo-Max and ST-H series transducers	• Enclosure with display or blank lid:	IP65/Type 4X/NEMA 4X
Relays	<ul style="list-style-type: none"> • 1 SPDT Form C, NO or NC relay, rated 1A at 250 V AC, non-inductive and 3A at 30 V DC • 2 SPST Form A, NO relays, rated 5A at 250 V AC, non-inductive and 3 A at 30 V DC 	• Enclosure with blank lid and knock-out removed:	IP20
mA output	4 ... 20 mA, isolated	Remote display lid:	IP65/Type 3/NEMA 3
• Max. load	600 Ω max. in ACTIVE mode, 750 Ω max. in PASSIVE mode	Cable	
• Resolution	0.1 % of range	Transducer and mA output signal	<ul style="list-style-type: none"> • Transducer, mA output: 2 copper conductors, twisted, with foil shield/drain wire, 300 V 0.5 ... 0.75 mm² (22 ... 18 AWG) • Relay/power to be copper conductors per local requirements to meet 250 V 5 A contact rating
Accuracy		Max. separation between transducer and transceiver	365 m (1 200 ft)
Error in measurement	<ul style="list-style-type: none"> • Standard operation: ± 1 mm (0.04 inch) plus 0.17 % of measured distance • High accuracy OCM: ± 1 mm (0.04 inch), within 3 m (9.84 ft) range 	Displays and controls	60 x 40 mm (2.36 x 1.57 inch) removable LCD, 240 x 160 pixels resolution, operational up to 5 m from enclosure base
Resolution	<ul style="list-style-type: none"> • Standard operation: 0.1 % of range or 2 mm (0.08 inch), whichever is greater • High accuracy OCM: 0.6 mm (0.02 inch), within 3 m (9.84 ft) range 	Programming	
Temperature compensation	<ul style="list-style-type: none"> • -40 ... +150 °C (-40 ... +300 °F) • Integral temperature sensor in transducer • External TS-3 temperature sensor (optional) • Programmable fixed temperature values 	• Primary	4 Local push buttons
Rated operating conditions		• Secondary	<ul style="list-style-type: none"> • PC running SIMATIC PDM • PC running Emerson AMS Device Manager • PC running a web browser • PC running a Field Device Tool (FDT) • Field Communicator 375/475 (FC375/FC475)
Installation conditions		Memory	<ul style="list-style-type: none"> • 512 kB flash EPROM • 1.5 MByte flash for data logging
• Location	Indoor/outdoor	Power supply	
• Installation category	II	AC version	100 ... 230 V AC ± 15 %, 50/60 Hz, 36 VA Fuse: 5 x 20 mm, Slow Blow, 0.25 A, 250 V
• Pollution degree	4	DC version	10 ... 32 V DC, 10 W Fuse: 5 x 20 mm, Slow Blow, 1.6 A, 125 V
Ambient conditions		Certificates and approvals	
• Ambient temperature (enclosure)	-20 ... +50 °C (-4 ... +122 °F)	General	CSA _{US/CA} , CE, FM, UL listed, RCM, MCERTS certified for Open Channel Flow
		Hazardous	
		• Non-incendive (Canada)	CSA Class I, Div. 2, Groups A, B, C, D; Class II, Div. 2, Groups F, G; Class III
		• Shipping	Lloyd's Register, ABS
		Communication	HART 7.0, USB

Level Measurement

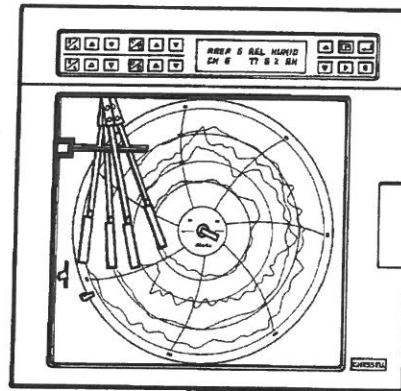
Continuous level measurement – Ultrasonic controllers



SITRANS LUT400 series

Category	Feature	SITRANS LUT420 Level Controller	SITRANS LUT430 Level, pump and flow controller	SITRANS LUT440 High accuracy OCM controller
Operations	Level, space, and distance measurement	✓	✓	✓
	Open channel flow measurement		✓	✓
	Volume conversion	✓	✓	✓
Specifications	Compatible with EchoMax and ST-H transducers	✓	✓	✓
	Standard accuracy: ± 1 mm +0.17 % of measured distance	✓	✓	✓
	High accuracy: ± 1 mm within 3 meters			✓
	Mounting options: wall or panel, pipe, DIN-rail	✓	✓	✓
Data logging and communications	HART communications	✓	✓	✓
	4 ... 20 mA output (active and passive)	✓	✓	✓
	Integrated datalogger for measurement value and alarms	✓	✓	✓
	Integrated datalogger for fixed rate flow logging		✓	✓
	Integrated datalogger for variable rate flow logging triggered by changes in flow condition			✓
	Daily data logging for maximum, minimum and average flow, daily totalized volume, and minimum and maximum temperature		✓	✓
Flow monitoring	High accuracy open channel flow measurement			✓
	9 digit daily and running flow totalizers		✓	✓
	High and low flowrate alarms		✓	✓
	External totalizer and sampler control		✓	✓
	MCERTS Class 1 Certification			✓
	MCERTS Class 2 Certification		✓	
Pump control	Energy saving algorithms for pump control		✓	✓
	Wall cling reduction	✓	✓	✓
	Pump run-on functionality		✓	✓
	Pump start and power resumption delays		✓	✓
	Alternate duty pump routines	✓	✓	✓
	Fixed duty and service ratio pump routines		✓	✓
	Pumped volume totalizer		✓	✓
	Submergence detection	✓	✓	✓
	Discrete input pump interlocks		✓	✓
	Time to spill calculation		✓	✓

- 1 to 4 Universal input channels
- 40-character vacuum-fluorescent digital display
- 1 or 2 independent, case-mounted single or dual output PID controllers
- Simple on-site configuration using control panel
- Maths functions
- 4 totalisers with 9-digit readout
- 4 alarms per channel
- Thermocouple, RTD, $x^{3/2}$, $x^{5/2}$, linear, square root, \log_{10} linearisations
- EEPROM memory for security



The Eurotherm Chessell Model 392 provides the latest recorder technology with a proven servo motor drive system. Its quality construction and ease-of-use provide reliable, trouble free operation. Precise attention to design, manufacturing and quality control ensures that Model 392 recorders work 'first time'. The design and solid construction of the Model 392 makes maintenance, field upgrade and the addition of features, fast, easy and affordable. The 392 is available in an IP65 rating to withstand rugged environments.

Easy to set up

The recorder functions can be configured quickly and easily using the six front panel keys to follow the plain English prompts which appear on the display.

Operator functions are separated from configurable items by password protection.

Advanced features

Custom linearisation for non-linear inputs such as pH and conductivity, permits the use of standard linear charts, eliminating the need for expensive non-linear or overprinted charts. Microprocessor power provides automatic calculation, display and recording of derived variables such as mass flow, relative humidity and BTU, as well as non-standard user-entered calculations.

Display data

Channel information is displayed with measured value, channel number, engineering units, 16-character (max.) tag (descriptor) and alarm information.

Integral controllers

The Model 392 offers two PID controllers with features such as cascade, ratio/bias, feedforward and internal setpoint generation. Dedicated auto/manual and remote/local setpoint keypads allow the user to switch easily from one control function to another.

The controllers provide simultaneous indication of setpoint, process variable and output status.

Totalisers

The Model 392 provides up to four integrating/totalising channels, with nine-digit resolution, for flow and power applications.

Totalisation factors, cutoff and reset on/off are entered using the keyboard, as a part of totaliser configuration. An option totaliser output relay can be used, for example, to drive electromechanical counters.

Alarms

Up to four alarms per channel can be configured as deviation (to 'bracket' a setpoint), rate-of-change (to predict potential problems) or absolute high/low.

Communications

An optional RS422 serial link provides communications with computer and/or data acquisition systems, and allows the recorder to be programmed from a control (host) computer.

TECHNICAL SPECIFICATION (Input board)

General

Number of inputs	1, 2, 3 or 4
Input types	dc Volts, dc millivolts, dc milliamps (with shunt), Thermocouple, 2 / 3-wire RTD Contact closure/logic low
Input type mix	Freely configurable.
Writing system	Blue, red, green and black disposable markers giving approximately 500 metres of trace each.
Chart type	Circular, 100mm calibrated chart width
Chart speeds	1 to 4096 hours/revolution
User interface	Integral 40-character display and key- board
Termination	Terminal block

Physical

Bezel size	360mm H x 380mm (When viewed from the front, offset 5mm right with respect to cutout centreline).
Panel cutout dimensions (mm)	340.5 H x 345 W (both - 0 + 1 mm)
Depth behind bezel rear face	150 mm
Weight	7 kg (typical)
Panel mounting	+5 to -30 degrees from vertical (+ = top overhangs)

Power requirements

Line voltage	Standard:	90 to 264V at 45 to 65 Hz.
	Low voltage option	24V dc 25VA (115VA with case heater)

Environmental Performance

Temperature limits	Operation:	0 to 50°C. (options can reduce maximum temp.)
	Storage:	-20 to + 70°C
Humidity limits (non-condensing)		10 to 90%
Protection	Standard:	NEMA3 (IP54)
	Waterproof:	NEMA4 (IP65)
Shock		BS EN60873 and BS EN61010
Vibration (BS EN60873)		1g peak at 60 Hz to 150Hz
Altitude (max.)		<2000 metres

Electromagnetic compatibility (EMC)

Emissions:	BS EN50081-2
Immunity:	BS EN50082-2

Electrical safety (BS EN61010)

Installation cat. II; Pollution degree 2

Performance

Input resolution	0.01% of operating gain span
Pen position resolution	0 ± 1 % of chart change
Display accuracy	0.02% of operating gain span
Pen response	1 second to full scale
Channel update rate	Each channel in 250msec
CJC rejection	± 0.5% from 25°C
Input impedance	>20 MΩ
Noise rejection (48 to 62 Hz)	
	Common mode: >130dB (channel to channel and chan- nel to ground).
	Series mode: >60dB.

Input specification

Linearisations	T/C Types: B, C, E, J, K, L, N, R, S, T, Ni/NiMo
	RTD types: Pt ₁₀₀ , Cu ₁₀ , Ni ₁₀₀ , Ni ₁₂₀
	Others: Linear, square root, $x^{3/2}$, $x^{5/2}$, log, user-entered
Voltage inputs	4mV to 5V (100V with attenuator)
Current input	Across 250Ω shunt
Event input types	Contact closure or logic low

Memory protection

Configuration	Saved in EEPROM
Active values (e.g. totaliser)	Super cap backup for 100 hours

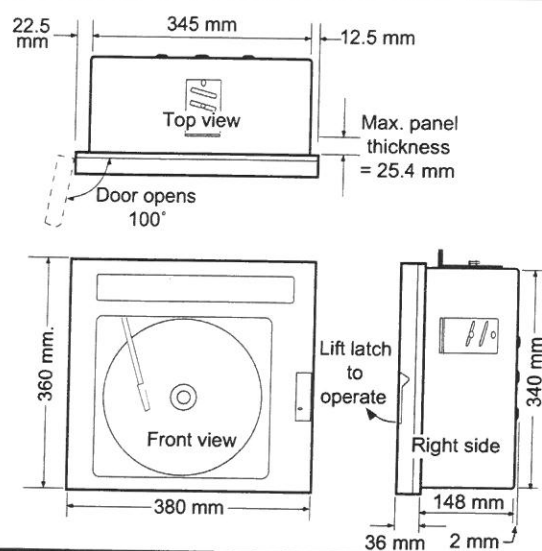
Alarms

Number of:	Four per input and/or derived channel
Types:	Absolute high/low, deviation, rate-of- change

Options

Wall mounting	
IP-65 case	
Output relays	Number of: Up to eight individually assignable
	Switching power: 30W or 37.5VA (resistive load)
	Maximum values: 0.3A at 125V ac, 1.0 A at 30V dc
Input current shunts	250Ω
Input voltage attenuators	1MΩ (100:1)
Totaliser	Up to four individually assignable
Transmitter power supply	Four isolated 28Vdc, 30mA supplies
Maths functions	Mass flow, RH, Fvalue, ZrO ₂ , +, -, X, +, Average, Hi/Lo select, Hi/Lo peak, Log ₁₀ , x ¹⁰ , 3rd order polynomial.
Retransmission	Up to four isolated, scaled, 1 to 5 Volt or 4 to 20mA (into 600Ω max.) outputs
Custom linearisation	Polynomial curve fit for 11 user-entered point pairs
Communications	Single asynchronous RS422 channel with software selectable Baud rate
Controllers	One or two single or dual output, 3- mode PID controllers, setpoint genera- tors and remote/local setpoint switching
Event inputs	Up to 16 contact inputs

Dimensions (mm)



INSTALLATION CATEGORY II

The rated impulse voltage for equipment on nominal 230V mains is 2300V.
POLLUTION DEGREE 2

Normally, only non-conductive pollution occurs. Occasionally, however, a temporary conductivity caused by condensation shall be expected.

May 2, 2017

AGREEMENT

THIS Agreement is entered into the day and year first set forth below between *THE KENDALL COUNTY FOREST PRESERVE DISTRICT* (hereinafter "KCFPD"), with its principal place of business at 110 W. Madison Street, Yorkville, Illinois, 60560 and Waste Management of Illinois, Inc., with its principal place of business at 2100 Moen Avenue Rockdale, Illinois 60436 (hereinafter referred to as "Vendor"). In consideration of the mutual covenants hereinafter set forth, and other good and valuable consideration, the parties hereto agree as follows:

1. Pursuant to and set forth in this Agreement, Vendor will provide KCFPD with the following types of services: **Garbage & Recycling Hauling for three (3) Kendall County Forest Preserve District Facilities as listed below:**
 - A) Harris Forest Preserve 10460 Route 71, Yorkville IL
 - B) Hoover Forest Preserve 11285 Fox Road, Yorkville IL
 - C) Ellis House and Equestrian Center 13986 McKanna Road, Minooka IL.
2. This Agreement includes this page (the "Initial Page"), the General Terms & Conditions set forth on the following page, hereof, Attachment A (Scope of Work), Attachment B (Places of Service), Attachment C (Fees & Reimbursements), Attachment D (Physical Descriptions & Pictures) all of which are collectively referred to as "the Agreement". This agreement shall be effective as of May 2, 2017 and shall continue in force and effect through April 30, 2019 ("initial period"). It shall automatically renew and continue in effect for a (1) year increment following the initial period, unless KCFPD notifies vendor in writing by or before thirty days prior to the expiration date of the initial period or each subsequent one (1) year period that KCFPD does not wish to continue the agreement.
3. Agreed-upon changes, which increase or decrease the scope of services to be performed, may subject the Fees & Reimbursements set forth in Attachment C to a mutually agreeable adjustment in writing signed by both parties to the Agreement. Should any changes to relevant regulations, laws, or codes substantially affect the vendor's services or obligations, the KCFPD agrees to attempt to negotiate with the vendor for appropriate changes to the scope or price of this Agreement or both. In the event that the KCFPD and Vendor are unable to mutually agree to an adjustment in the Fees & Reimbursements and/or scope of this Agreement, the KCFPD may immediately terminate the Agreement upon providing written notice to Vendor.
4. Vendor is an Independent Contractor and is not an employee of, partner of, agent of, or in a joint venture with the KCFPD. Vendor understands and agrees that Vendor is solely responsible for paying all wages, benefits and any other compensation due and owing to Vendor's officers, employees, and agents for the performance of services set forth in the Agreement. Vendor further understands and agrees that Vendor is solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for Vendor's officers, employees and/or agents who perform services as set forth in the Agreement. Vendor also acknowledges its obligation to obtain appropriate insurance coverage for the benefit of Vendor, Vendor's officers, employees and agents and agrees that the KCFPD is not responsible for providing any insurance coverage for the benefit of Vendor, Vendor's officers, employees and agents. Vendor hereby indemnifies and agrees to waive any right to recover alleged damages, penalties, interest, fees (including attorneys' fees), and/or costs from the KCFPD, its board members, officials, employees, insurers, and agents for any alleged injuries that Vendor, its officers, employees and/or agents may sustain while performing services under the Agreement.
5. Vendor shall exercise general and overall control of its officers, employees. For public security purposes, Vendor further agrees that it shall not assign any individual to perform work at the KCFPD unless Vendor has completed a criminal background investigation for each individual to be performing work at the KCFPD. 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, Vendor agrees that it shall not assign the individual to perform work at the KCFPD absent prior consent from the KCFPD. The KCFPD, at any time and in KCFPD's sole discretion, may require Vendor to remove any individual from performing any further work under this Agreement. Should the

KCFPD have a complaint regarding the performance of the services or the behavior of Vendor's officers, employees and/or agents performing services under this Agreement, or should the KCFPD request a change in the manner in which services are being performed pursuant to this Agreement, the KCFPD shall transmit the same to the Vendor's management, who shall take immediate action and shall resolve the problem to the KCFPD's satisfaction. Vendor's failure to take immediate action and/or to resolve the problem to the KCFPD's satisfaction may result in a material breach of the Agreement.

6. This Agreement incorporates all of the conditions and specifications of the Subject RFQ, the following General Terms & Conditions found within this RFQ, and all attachments to said RFQ. In the event of any conflict between the terms and conditions of this Agreement and any Attachments, the order of precedence shall be: first this Agreement and the General Terms & Conditions, then Attachment B, then Attachment A, then other Attachments to this Agreement, if any, then the terms of the RFQ dated March 21, 2017.

IN WITNESS WHEREOF, the parties hereto caused this Agreement to be executed this 2ND day of May, 2017.

Waste Mangement	KENDALL COUNTY FOREST PRESERVE DISTRICT, ILLINOIS
BY: <i>Melissa Galindo</i>	BY:
NAME: Melissa Galindo	NAME: Judy Gilmour
TITLE: Waste Mangement Outside Sales Rep	TITLE: Kendall County Forest Preserve District Board Chairman

ADDITIONAL GENERAL TERMS & CONDITIONS FOLLOW

GENERAL TERMS & CONDITIONS

1. This Agreement shall be construed in accordance with the law and Constitution of the State of Illinois and if any provision is invalid for any reason such invalidations shall not render invalid other provisions which can be given effect without the invalid provision. The parties agree that the venue for any legal proceedings between them shall be the Circuit Court of Kendall County, Illinois, Twenty-Third Judicial Circuit, State of Illinois.
2. Vendor agrees to indemnify and hold harmless the Kendall County Forest Preserve District ("KCFPD") including their past, present, and future board members, elected officials, insurers, employees, and agents from and against claims, liabilities, obligations, losses, penalties, fines, damages, and expenses and costs relating thereto, including but not limited to reasonable attorneys' fees and other legal expenses, which the Kendall County Forest Preserve District, their board members, elected officials, insurers, employees, and/or agents may sustain, incur or be required to pay arising out of Vendor's performance of, or failure to adequately perform, its obligations pursuant to this Agreement.
3. Vendor will obtain and continue in force, during the term of this Agreement, all insurance as set forth below. Each insurance policy shall not be cancelled or changed without thirty (30) days prior written notice, given by the insurance carrier to KCFPD at the address set forth herein. Before starting work hereunder, Vendor shall deposit with Subscriber certificates evidencing the insurance it is to provide hereunder: (a) Worker's Compensation and Occupational Disease Disability insurance, in compliance with the laws of the jurisdiction where the work is being performed, (b) Employer's comprehensive general liability insurance for both personal injury and property damage in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 aggregate per project, (c) Comprehensive business automobile liability insurance in the minimum amount of \$1,000,000 combined single limit, and (d) Minimum umbrella occurrence insurance of \$5,000,000 per occurrence and \$5,000,000 aggregate. KCFPD shall be named as an Additional Insured on a Primary and Non-Contributory basis with respect to all liability coverage. Further, all liability and workers' compensation policies must include a waiver of subrogation in favor of KCFPD. KCFPD shall also be designated as the certificate holder. KCFPD's failure to demand such certificate of insurance shall not act as a waiver of Vendor'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 Vendor, nor be deemed as a limitation on Vendor's liability to KCFPD in this Agreement.
4. Neither party will be responsible to the other for damage, loss, injury, or interruption of work if the damage, loss, injury, or interruption of work is caused solely by conditions that are beyond the reasonable control of the parties, and without the intentional misconduct or negligence, of that party (hereinafter referred to as a "force majeure event"). To the extent not within the control of either party, such force majeure events may include: acts of God, acts of any governmental authorities, labor disputes by persons other than Vendor's employees, fire, explosions or other casualties, vandalism, riots or war, and unavailability of parts, materials, or supplies. A party claiming a force majeure event ("the claiming party") shall promptly notify the other party in writing, describing the nature and estimated duration of the claiming party's inability to perform due to the force majeure event. The cause of such inability to perform will be remedied by the claiming party with all reasonable dispatch.
5. Upon the occurrence of any material default or breach of Agreement by either party, the injured party (i.e., the non-breaching and/or non-defaulting party) may, at its option, upon notice to the other in writing, declare this Agreement to be in default, and at any time thereafter, so long as the other party shall have not remedied or caused to be remedied all outstanding defaults and/or breaches within a reasonable period of time as determined by the injured party, the injured party may elect, in accordance with law and any other Agreement between the parties to: (a) Proceed by appropriate court action at law or in equity to enforce performance by the defaulting party of its obligations under this Agreement and/or to recover damages for breach thereof; and/or (b) By notice in writing to the defaulting party, cancel or terminate this Agreement. For purposes of this Paragraph 5, "reasonable period of time" will be dependent on the type of service being provided but, in any event, the reasonable period of time may be no less than one hour but no more than thirty (30) calendar days.

6. In any action with respect to this Agreement, the Parties are free to pursue any legal remedies at law or in equity. The prevailing party by 75% or more of damages sought, in any action brought pursuant to this Agreement, shall be entitled to reasonable attorneys' fees and court costs arising out of any action or claim to enforce the provisions of this Agreement. In awarding attorney fees, the Court shall not be bound by any Court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.
7. Notwithstanding any other provision of this Agreement, this Agreement may be terminated by the Kendall County Forest Preserve District upon written notice delivered to Vendor at least thirty (30) days prior to the effective date of termination, or by Vendor upon written notice delivered to the Kendall County Forest Preserve District at least sixty (60) days prior to the effective date of termination.
8. Vendor agrees to comply with any and all applicable federal, state or local laws and regulatory requirements and to secure such licenses as may be required for its employees and to conduct business in the state, municipality, county, or location. Such obligation includes, but is not limited to, environmental laws, civil rights laws, prevailing wage and labor laws.
9. Non-Discrimination. Vendor, 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.
10. To the extent that this Agreement may call for the construction of a "public work" within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website at: <http://www.state.il.us/agency/idol/rates/rates.html>. All contractors and subcontractors rendering services under this Agreement must comply with all requirements of the Act, including, but not limited to, all wage, notice and record-keeping duties.
11. Vendor, 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.
12. All services to be undertaken by Vendor shall be carried out by competent and properly trained personnel of Vendor to the highest standards and to the satisfaction of the Kendall County Forest Preserve District. No warranties implied or explicit may be waived or denied.
13. Vendor hereby waives any claim of lien against subject premises on behalf of Vendor, its officers, insurers, employees, agents, suppliers and/or sub-contractors employed by this Agreement.
14. This Agreement represents the entire understanding between the parties hereto, and any modification or amendment hereof must be made in writing, and executed by both parties hereto. Furthermore, this Agreement supersedes any prior written or oral agreements between the parties, and there are no other promises or conditions in any other agreement whether oral or written.
15. Neither party shall assign, sublet, sell, or transfer its interest in this Agreement without the prior written consent of the other.
16. Conflict of Interest: Both parties affirm no KCFPD officer or elected official has a direct or indirect pecuniary interest in Vendor or this Agreement, or, if any KCFPD officer or elected official does have a direct or indirect pecuniary interest in Vendor or this Agreement, that interest, and the procedure followed to effectuate this Agreement has and will comply with 50 ILCS 105/3.

17. KCFPD and/or Vendor's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.
18. Substance Abuse Prevention: Vendor and its consultants, employees, contractors, subcontractors, and agents agree to comply with all provisions of the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 *et seq.* and the Illinois Drug Free Workplace Act, 30 ILCS 580/1 *et seq.*
19. It is understood and agreed to by Vendor that all contracts entered into by a government body, such as the KCFPD, are open to public review and as such will be kept on file and may be released pursuant to the Illinois Freedom of Information Act (5 ILCS 140, *et seq.*).
20. Certification. Vendor certifies that Vendor, its parent companies, subsidiaries, and affiliates are not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or as a result of a violation of 820 ILCS 130/1 *et seq.* (the Illinois Prevailing Wage Act).
- Vendor further certifies by signing the Contract documents that Vendor, its parent companies, subsidiaries, and affiliates have not been convicted of, or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 *et seq.*; and has not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that Officer's or employee's official capacity. Nor has Vendor made an admission of guilt of such conduct that is a matter of record, nor has any official, officer, agent, or employee of the company been so convicted nor made such an admission.
21. Non-Appropriation. In the event the KCFPD is in default under the Agreement because funds are not appropriated for a fiscal period subsequent to the one in which the Agreement was entered into, which are sufficient to satisfy all or part of the KCFPD's obligations under this Agreement during said fiscal period, the KCFPD agrees to provide prompt written notice of said occurrence to Vendor. In the event of a default due to non-appropriation of funds, Vendor and/or the KCFPD has the right to terminate the Agreement upon providing thirty (30) days written notice to the other party. No additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement.
22. Payment. Payment shall be made in accordance with the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 505/1 *et seq.*)
23. Counterparts. 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.
24. Authority to Execute Agreement. The KCFPD and Vendor 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.
25. 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 KCFPD: Attention: Director, Kendall County Forest Preserve District, 110 W. Madison Street, Yorkville, Illinois, 60560, fax (630) 553-4023 with copy sent to: State's Attorney, Attention: Eric Weis, 807 John Street, Yorkville, Illinois, 60560, fax (630) 553-4204. And, in the case of Vendor,
-
-
-

The above terms and conditions
are accepted.

Melissa Galindo
Signature of Bidder

ADDENDUM TO CUSTOMER SERVICE AGREEMENTS S0008637734, S0008638480, AND S0008638328

THIS ADDENDUM TO THE SERVICE AGREEMENT(S) ("Addendum") is entered into by and between Waste Management of Illinois, Inc. ("Company") and the Kendall County Forest Preserve District, a unit of Local Government ("Customer") (Company and Customer collectively referred to as the "Parties"), on the date of last signature below.

1. This Agreement is entered into following bidding on the 2017 Garbage and Recycling RFP, within which was included an "Agreement" and "General Terms & Conditions" that all bidders had to agree to upon bid submission. As such, those "General Terms & Conditions" and the terms within the "Agreement" are incorporated herein as though fully set forth and should any conflict exist between them and the terms and conditions of the Waste Management Service Agreement, those within the RFP and this Addendum shall be controlling.
2. On each Service Agreement, the box stating: "Contract Term for monthly rate services is for 3 year(s) from the Effective Date ('Initial Term') and it shall automatically renew thereafter for additional terms of 12 months ('Renewal Term') unless terminated as set forth herein" is stricken in its entirety.
3. Section 2 'TERM' of Company's Terms and Conditions is stricken in its entirety and replaced with "The initial term of this Agreement shall start on May 1, 2017 and continue for twenty-four (24) months thereafter. This Agreement may be terminated by Customer upon written notice delivered to Company at least thirty (30) days prior to the effective date of termination, or by Company upon written notice delivered to Customer at least thirty (60) days prior to the effective date of termination. In the event either party terminates the Agreement pursuant to this Paragraph, Company shall only receive payment for the services actually performed by Company up to the termination date. No additional payments, penalties and/or early termination charges shall be required upon Customer's termination of the Agreement. The Agreement shall automatically renew and continue in effect for a term of one (1) year each following the initial period, unless the Kendall County Forest Preserve District notifies vendor in writing by or before thirty (30) days prior to the expiration of the initial period, or each subsequent one (1) year period, that the Kendall County Forest Preserve District does not wish to continue the agreement."
4. Within Section 3 'SERVICES GUARANTEE: CUSTOMER TERMINATION' of Company's Terms and Conditions, the first sentence is stricken in its entirety.
5. Section 4 'CHARGES; PAYMENTS; ADJUSTMENTS' of Company's Terms and Conditions is hereby stricken in its entirety and replaced with the following: "Payment of invoices shall be made in accordance with the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 505/1 *et seq.*) Should any changes to: (a) relevant regulations, laws, or codes; (b) disposal costs; (c) transportation costs due to a change in location of Customer or the disposal facility used by Company; (d) increased or modified services or equipment; (e) increased uncontrollable costs and surcharges, such as environmental and regulatory costs; or (f) the average composition/weight of Customer's Waste Materials above the number of pounds per cubic yard upon which the rates provided in this Service Agreement are based, substantially affect the Company's services or obligations, Customer agrees to attempt to negotiate with Company for appropriate changes to the scope and/or price of this Agreement. In the event that Customer and Company are unable to mutually agree to an adjustment in the Rates and/or scope of this Agreement, either party may immediately terminate the Agreement upon providing written notice to the other party."

6. Within Section 5 'CHANGES' of Company's Terms and Conditions, the word "orally" and the phrase "or by the actions and practices of the parties" are hereby deleted.
7. Within Section 6 'EQUIPMENT, ACCESS' of Company's Terms and Conditions, the final sentence is amended by the addition of "except to the extent of Company's negligence, willful misconduct, or violation of applicable law..." between the words "and that" and "Company".
8. Section 7 'LIQUIDATED DAMAGES' of Company's Terms and Conditions is stricken in its entirety.
9. Within Section 8 'INDEMNITY' of Company's Terms and Conditions, the paragraph beginning with "Customer agrees to indemnify..." is stricken in its entirety.
10. Section 9 'RIGHT OF FIRST REFUSAL' of Company's Terms and Conditions is stricken in its entirety.
11. Section 10 'DISPUTE RESOLUTION' of Company's Terms and Conditions is stricken in its entirety.
12. Within Section 11 'MISCELLANEOUS' of Company's Terms and Conditions, the words "strikes, labor trouble" are deleted from the first sentence.
13. Within Section 11 'MISCELLANEOUS' of Company's Terms and Conditions, the sentence labeled "c" is stricken in its entirety.
14. Within Section 11 'MISCELLANEOUS' of Company's Terms and Conditions, the sentence labeled "g" is stricken in its entirety.

IN WITNESS WHEREOF, the Parties have entered into this Addendum as of the date first set forth above.

COMPANY:

Waste Management of Illinois, Inc.

CUSTOMER:

Kendall County Forest Preserve District,
a unit of Local Government

By: Melissa Galindo

Its: Outside Sales Representative

Date: 4/26/17

By: _____

Its: _____

Date: 5/2/17

Waste Management
 Bid Form Prices and Service Agreement Costs Reconciliation Addendum
 Monthly and Annual Cost Projections
 2-May-17

BID REQUIREMENTS

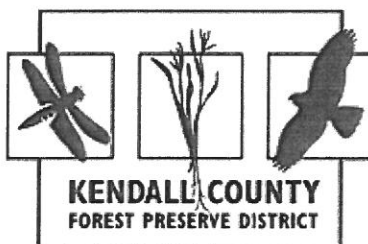
HARRIS FOREST PRESERVE (WM#S0008637734)

Container size: 8 yd trash / 2 yd. recycling Trash Service	Waste Management Bid		WM Service Agreement Costs		Notes
	Annual	Monthly	Annual	Monthly	
April through November (1 X per week)	\$ 755.68	\$ 94.46	\$ 755.68	\$ 94.46	\$19.46 PER MONTH MAXIMUM ALLOWABLE FUEL & ENVIRONMENTAL/RCR SURCHARGE ONLY
December through March (1 X per 2-week)	\$ 226.72	\$ 56.68	\$ 226.72	\$ 56.68	\$11.68 PER MONTH MAXIMUM ALLOWABLE FUEL & ENVIRONMENTAL/RCR SURCHARGE ONLY
Recycling Service					
April through November (1 X per week)	\$ 352.64	\$ 44.08	\$ 352.64	\$ 44.08	\$9.08 PER MONTH MAXIMUM ALLOWABLE FUEL & ENVIRONMENTAL/RCR SURCHARGE ONLY
December through March (1 X per 2-week)	\$ 75.56	\$ 18.89	\$ 75.56	\$ 18.89	\$3.89 PER MONTH MAXIMUM ALLOWABLE FUEL & ENVIRONMENTAL/RCR SURCHARGE ONLY
HOOVER FOREST PRESERVE (WM#S0008638328)					
Container size: 10 yd trash / 4 yd. recycling					Per WM approved alternative trash dumpster @ 8 yards picked up twice weekly.
Monthly Trash Service					
April through November (1 X per week)	\$ 1,007.60	\$ 125.95	\$ 1,007.60	\$ 125.95	\$25.95 PER MONTH MAXIMUM ALLOWABLE FUEL & ENVIRONMENTAL/RCR SURCHARGE ONLY
December through March (1 X per 2-week)	\$ 251.92	\$ 62.98	\$ 252.00	\$ 63.00	\$8.00 PER MONTH MAXIMUM ALLOWABLE FUEL & ENVIRONMENTAL/RCR SURCHARGE ONLY
Monthly Recycling Service					
April through November (1 X per week)	\$ 251.92	\$ 31.49	\$ 251.92	\$ 31.49	\$6.49 PER MONTH MAXIMUM ALLOWABLE FUEL & ENVIRONMENTAL/RCR SURCHARGE ONLY
December through March (1 X per 2-week)	\$ 75.56	\$ 18.89	\$ 75.56	\$ 18.89	\$3.89 PER MONTH MAXIMUM ALLOWABLE FUEL & ENVIRONMENTAL/RCR SURCHARGE ONLY
ELLIS HOUSE AND EQUESTRIAN CENTER (WM#S0008638480)					
Container size: 4 yd trash / 4 yd. recycling					
Monthly Trash Service					
April through October (1 X per week)	\$ 484.89	\$ 69.27	\$ 484.89	\$ 69.27	\$14.27 PER MONTH MAXIMUM ALLOWABLE FUEL & ENVIRONMENTAL/RCR SURCHARGE ONLY
November through March (1 X per 2-week)	\$ 188.90	\$ 37.78	\$ 188.90	\$ 37.78	\$7.78 PER MONTH MAXIMUM ALLOWABLE FUEL & ENVIRONMENTAL/RCR SURCHARGE ONLY
Monthly Recycling Service					
April through October (1 X per week)	\$ 220.43	\$ 31.49	\$ 220.43	\$ 31.49	\$6.49 PER MONTH MAXIMUM ALLOWABLE FUEL & ENVIRONMENTAL/RCR SURCHARGE ONLY
November through March (1 X per 4-week)	\$ 94.45	\$ 18.89	\$ 94.45	\$ 18.89	\$3.89 PER MONTH MAXIMUM ALLOWABLE FUEL & ENVIRONMENTAL/RCR SURCHARGE ONLY

ADMIN. CHARGES (\$5 PER MONTH PER SERVICE AGREEMENT)	\$ 180.00	\$ 15.00	Charges removed with enrollment in paperless billing and automated payments.
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Kendall County Forest Preserve District

Garbage & Recycling Hauling Request for Quotation ("RFQ")



March 21, 2017

REQUEST FOR QUOTATIONS/BIDS

Garbage & Recycling Hauling

On behalf of the Kendall County Forest Preserve District ("KCFPD"), I invite you to furnish quotes in accordance with the Garbage & Recycling Hauling services specifications described herein. Carefully read the attached documents and follow the procedures as outlined in order to be considered for award of contract for this service.

All questions should be directed to:
David Guritz
Kendall County Forest Preserve District
110 W. Madison Street,
Yorkville, IL 60560
kcforest@co.kendall.il.us
630-553-4131

The deadline for receiving quotes is Wednesday, April 12, 2017 at 10:00 am, with trash and recycling services to commence May 1, 2017.

Any questions received shall be answered at the discretion of the KCFPD. All questions must be submitted no later than 4:30 pm on April 3, 2017.

Responses to questions will be made available to all firms participating in this request for quotation. , after which date no additional questions will be considered. Replies will be issued to all Bidders/ Vendors of record in writing and will become part of the RFQ Documents. Further, all replies shall be posted online as Addenda to the RFQ. Such addenda shall be posted at <http://www.co.kendall.il.us/call-for-bids/>

Questions will not be responded to by oral clarification. Oral clarifications or interpretations shall be without legal effect.

INSTRUCTION TO BIDDERS

General Description: Sealed bids are being accepted for *Garbage & Recycling Hauling*. Instructions to bidders and specifications will be available after March 21, 2017 between 8:00 a.m. – 4:00 p.m. daily in the Kendall County Forest Preserve District Office, 110 W. Madison Street, Yorkville, IL 60560 – telephone (630) 553-4025. All bidding documentation and addenda issued will also be available online at <http://www.co.kendall.il.us/call-for-bids/>. Bidders are responsible for reviewing the website and obtaining any Addenda issued prior to the submittal date.

Examination: Bidders shall receive a copy of the Instruction to Bidders, Agreement, General Terms & Conditions and all subject attachments to use in preparing a bid. Examine the documents and the described sites to obtain first-hand knowledge of existing conditions. Extra compensation will not be given for conditions, which can be determined by examining the documents and site.

Questions and Interpretations: Submit questions about the documents to the Director of the Kendall County Forest Preserve District in writing via facsimile (630) 553-4023 or by email at kcforest@co.kendall.il.us. Replies will be issued to all bidders of record as Addenda to the appropriate attachment and will become part of the RFQ and Agreement. Such addenda shall also be posted at <http://www.co.kendall.il.us/call-for-bids/>. Questions will not be answered by oral clarification.

Failure to request clarification will not waive responsibility of comprehension of the documents and performance of the work in accordance with the intent of the documents.

Submittal: Submit completed bid and other required documents in a sealed envelope clearly marked "Kendall County Forest Preserve District Garbage & Recycling Hauling" with the name and address of the bidder. No responsibility shall be attached to the Kendall County Forest Preserve District for the premature opening of any bid not properly addressed and identified. Bids shall be stamped with the date and time received.

No bid will be considered unless all stipulations of this document and the Agreement have been completed, which includes Attachment C-Fees and Reimbursements. Further, Bidder must sign and agree to the "Agreement" and "General Terms & Conditions" contained within and include such signed documents with their bids.

Completed bids shall be delivered or mailed to:
Kendall County Forest Preserve District,
110 W. Madison Street, Yorkville, Illinois, 60560.

Bids must be received before April 12, 2017 at 10:00 a.m. in order to be considered. Proposals received after the Due Date will not be considered.

Bids shall be deemed a Firm Offer continuing for sixty (60) days after Date and Time set for Opening of Bids and thereafter until withdrawn by Written Notice received by the Kendall County Forest Preserve District. Bids may not be modified, withdrawn, or cancelled by the Bidder during this time period.

The Bidder acknowledges that all proposal materials become the property of the KCFPD and, as such, may be available to the public. By submitting a bid, the Bidder acknowledges that the KCFPD's decision is final, binding, and conclusive upon the Bidder for all purposes.

Pre-qualification: The bidder shall submit on a separate document, to be included with the bid, three current references, which are similar in size and scope of work to this bid. The references shall include the company

name, contact person's name, company address, and company telephone number. The bidder shall also submit with the bid a copy of all pertinent licenses, which are required in the performance of this work.

The Kendall County Forest Preserve District also reserves the right to require bidders to provide information necessary to determine the qualification of the bidder to satisfactorily perform the work including:

- Has adequate equipment to perform the work properly.
- Has a suitable financial status to meet the obligations incidental to the work.
- Have the appropriate technical expertise, certification, degree, and experience.
- Has satisfactorily performed contracts of similar nature and magnitude.

Opening of Bids: The bids shall be opened and publicly read on April 12, 2017 at 10:15 a.m. by the Director of the Kendall County Forest Preserve District or designee at 110 W. Madison Street, Yorkville, Illinois, 60560. Each bid shall be analyzed to ensure that all stipulations have been satisfied. The results shall be recorded and forwarded with all bidding documents to the Forest Preserve Finance Committee.

Award/Selection: It is the intent of the KCFPD to award the bid to the lowest responsive and responsible bidder who has met all stipulations of this document and the Agreement and are in agreement with the General Terms & Conditions contained herein. Low bid will be established by comparing Attachment C for the bidders that meet all requirements.

Rejection of Bids: The Kendall County Forest Preserve District Board, Forest Preserve District Finance Committee, and Forest Preserve Director reserve the right to reject any or all bids; to waive technicalities; and reserve the right to award a contract, which is in the best interests of the Kendall County Forest Preserve District.

Disqualification: The Kendall County Forest Preserve District reserves the right to disqualify bids, before or after opening, upon evidence of collusion with intent to defraud or other illegal practices upon the part of the bidder. Further, any of the following may be considered sufficient for the disqualification of a Bidder and the rejection of his/her bid(s) as a non-responsible bidder:

1. Lack of responsibility as revealed by either financial or technical experience statements, as submitted.
2. Lack of expertise and poor workmanship as shown by performance history.
3. Uncompleted work under other contracts that in the judgment of the County might hinder or prevent the prompt completion of additional work is awarded.
4. Being in arrears on existing contracts, in litigation with the County, or having defaulted on a previous contract.

Change in Ownership/Financial Status: The Bidder shall notify the KCFPD immediately of any change in its status resulting from any of the following:

1. Bidder is acquired by another party.
2. Bidder becomes insolvent.
3. Bidder, voluntary or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act.
4. Bidder ceases to conduct its operations in normal course of business.

KCFPD shall have the option to terminate its contract with the successful Bidder immediately on written notice based on any such change in status.

Execution of Contract: Notwithstanding any delay in the preparation and execution of the formal Agreement, each bidder shall be prepared, upon written notice of bid acceptance, to commence work within 10 days following receipt of official written order of the KCFPD to proceed, or on date stipulated in such order.

The awarded bidder shall assist and cooperate with the KCFPD in preparing the Agreement, and within 10 days following its presentation shall execute same and return to the Director of the Kendall County Forest Preserve District. **The "General Terms & Conditions" within this RFQ must be agreed to by each bidder and incorporated into any final contract/agreement.**

The awarded Bidder will be an independent contractor. The Bidder is not, and will not be, an employee or agent of the Kendall County Forest Preserve District.

March 21, 2017

ATTACHMENT A SCOPE OF WORK

A. Garbage Hauling

Site	Address	Size Dumpster	Frequency
Harris Forest Preserve	10460 Route 71, Yorkville IL	8 Yard	1 Time per week on Mondays April 1 through December 1
Harris Forest Preserve	10460 Route 71, Yorkville IL	8 Yard	1 Time every 2 weeks on Monday December 2 through March 31
Hoover Forest Preserve	11285 Fox Road, Yorkville IL	10 Yard	1 Time per week on Mondays April 1 through December 1
Hoover Forest Preserve	11285 Fox Road, Yorkville IL	10 Yard	1 Time every 2 weeks on Mondays December 2 through March 31
Ellis House and Equestrian Center	13986 McKanna Road, Minooka IL	4 Yard	1 Time per week on Mondays April 1 through November 1
Ellis House and Equestrian Center	13986 McKanna Road, Minooka IL	4 Yard	1 Time every 2 weeks on Mondays November 2 through March 31

B. Recycling Hauling

Site	Address	Size Dumpster	Frequency
Harris Forest Preserve	10460 Route 71, Yorkville IL	2 Yard	1 Time per week on Mondays April 1 through December 1
Harris Forest Preserve	10460 Route 71, Yorkville IL	2 Yard	1 Time every 4 weeks on Mondays December 2 through March 31
Hoover Forest Preserve	11285 Fox Road, Yorkville IL	4 Yard	1 Time every 2 weeks on Mondays April 1 through December 1
Hoover Forest Preserve	11285 Fox Road, Yorkville IL	4 Yard	1 Time every 4 weeks on Mondays December 2 through March 31
Ellis House and Equestrian Center	13986 McKanna Road, Minooka IL	4 Yard	1 Time every 2 weeks on Mondays April 1 through November 1
Ellis House and Equestrian Center	13986 McKanna Road, Minooka IL	4 Yard	1 Time every 4 weeks on Monday November 2 through March 31

**ATTACHMENT B
PLACES OF SERVICE**

Services performed under this agreement shall be at the following locations:

Harris Forest Preserve
10460 Route 71
Yorkville, IL 60560

Hoover Forest Preserve
11285 Fox Road
Yorkville, IL 60560

Ellis House and Equestrian Center
13986 McKanna Road
Minooka, IL 60447

**ATTACHMENT C
FEES & REIMBURSEMENTS**

A. GARBAGE HAULING

Harris Forest Preserve – Garbage Hauling

\$ 755.68 total per month X 8 months (April 1 through December 1)

\$ 226.72 total per month X 4 months (December 2 through March 31)

Hoover Forest Preserve – Garbage Hauling

\$ 1007.60 total per month X 8 months (April 1 through December 1)

\$ 251.92 total per month X 4 months (December 2 through March 31)

Ellis House and Equestrian Center

\$ 484.89 total per month X 7 months (April 1 through November 1)

\$ 188.90 total per month X 5 months (November 2 through March 31)

B. RECYCLING HAULING

Harris Forest Preserve – Recycling Hauling

\$ 352.64 total per month X 8 months (April 1 through December 1)

\$ 75.56 total per month X 4 months (December 2 through March 31)

Hoover Forest Preserve – Recycling Hauling

\$ 251.92 total per month X 8 months (April 1 through December 1)

\$ 75.56 total per month X 4 months (December 2 through March 31)

Ellis House and Equestrian Center – Recycling Hauling

\$ 220.43 total per month X 7 months (April 1 through November 1)

\$ 94.45 total per month X 5 months (November 2 through March 31)

Per event cost for additional trash and/or recycling waste removal per KCFPD request:

Harris Forest Preserve Trash \$ 75.57 Recycling \$ 62.98 Both \$ 138.55

Hoover Forest Preserve Trash \$ 88.16 Recycling \$ 75.57 Both \$ 163.73

Ellis House and Equestrian Center Trash \$ 62.98 Recycling \$ 50.38 Both \$ 113.36

Vendor: Waste Management

Signed: Melissa Galindo

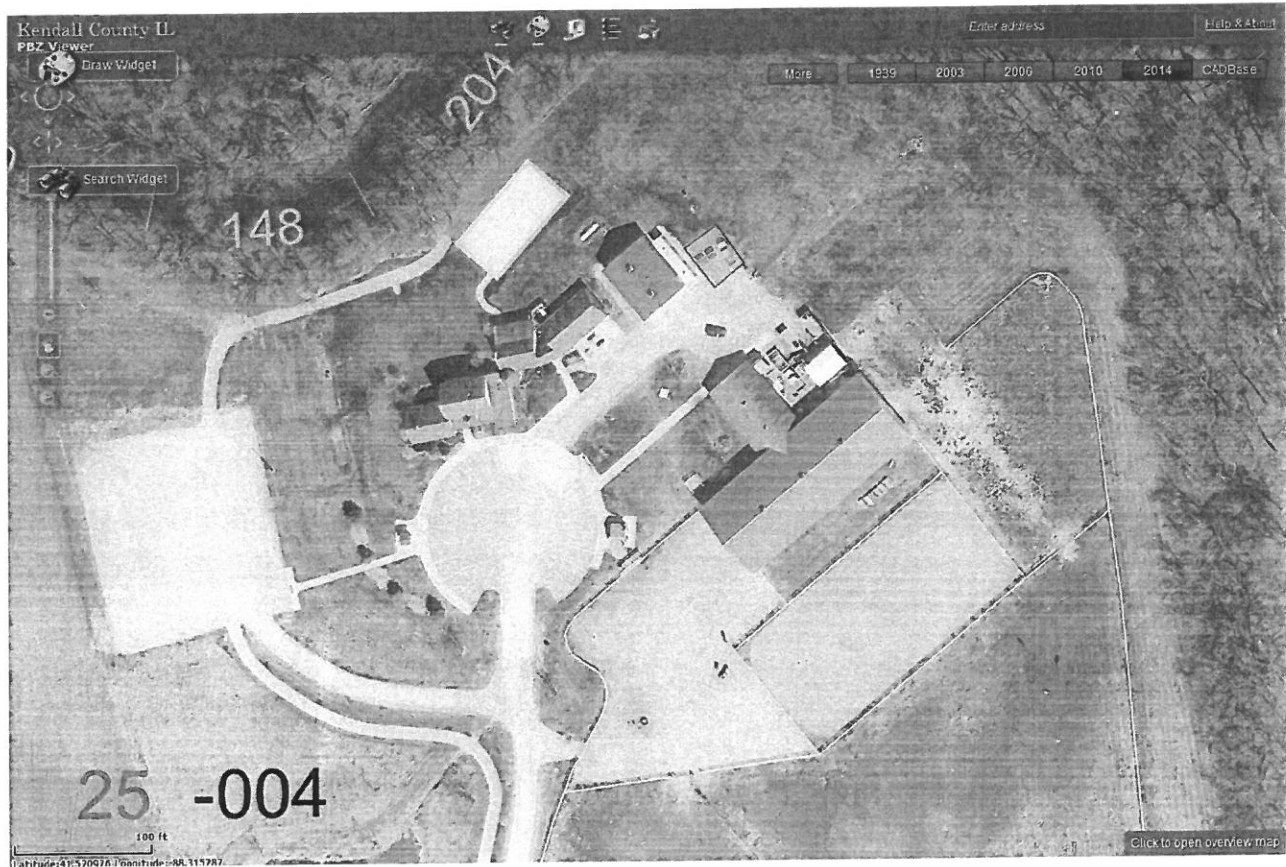
Print Name: Melissa Galindo

Date: 4/12/17

ATTACHMENT D
Physical Descriptions & Pictures

Ellis House and Equestrian Center 13986 McKanna Road, Minooka

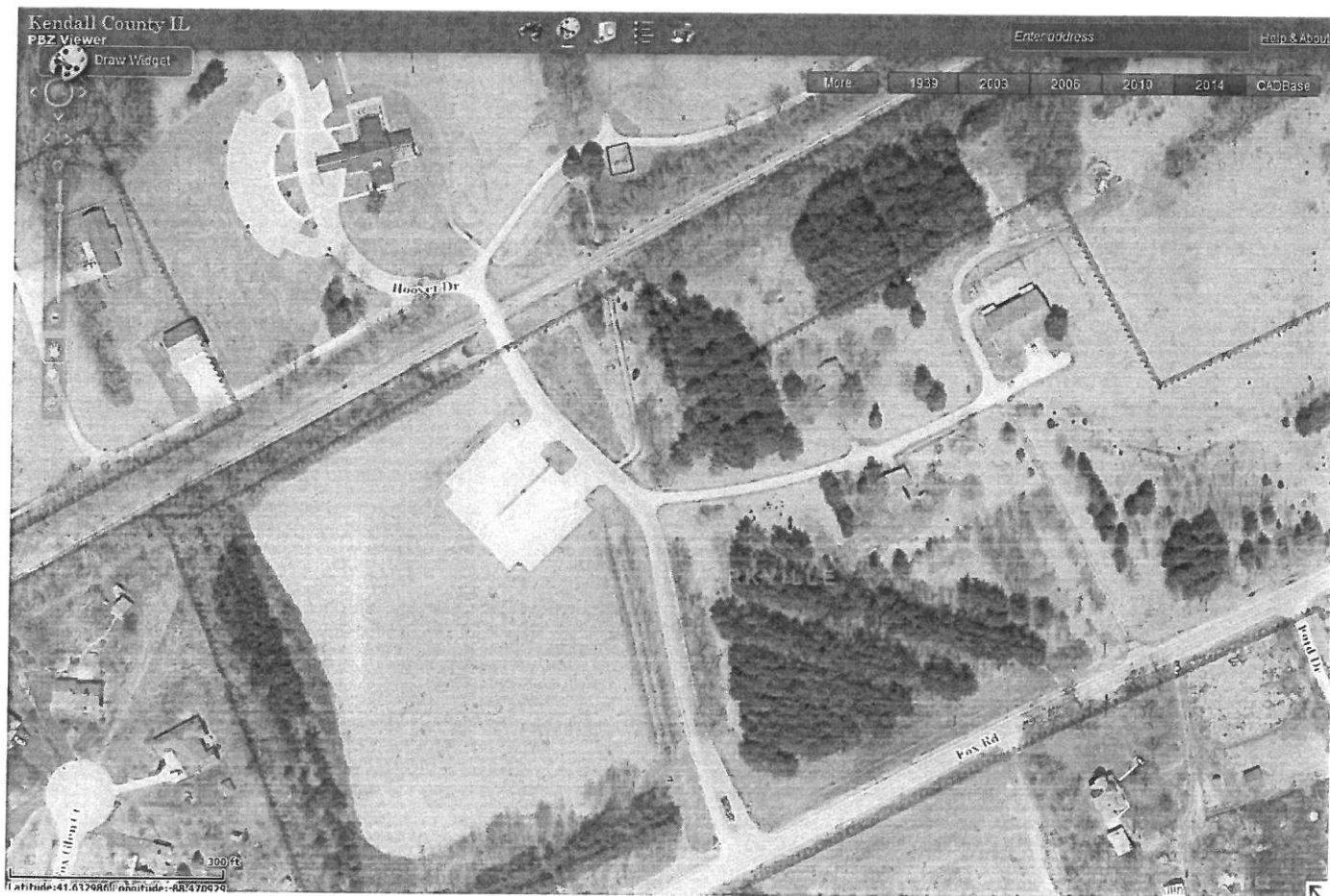
Dumpster Location highlighted below.



ATTACHMENT D
Physical Descriptions & Pictures

Hoover Forest Preserve 11285 Fox Road, Yorkville

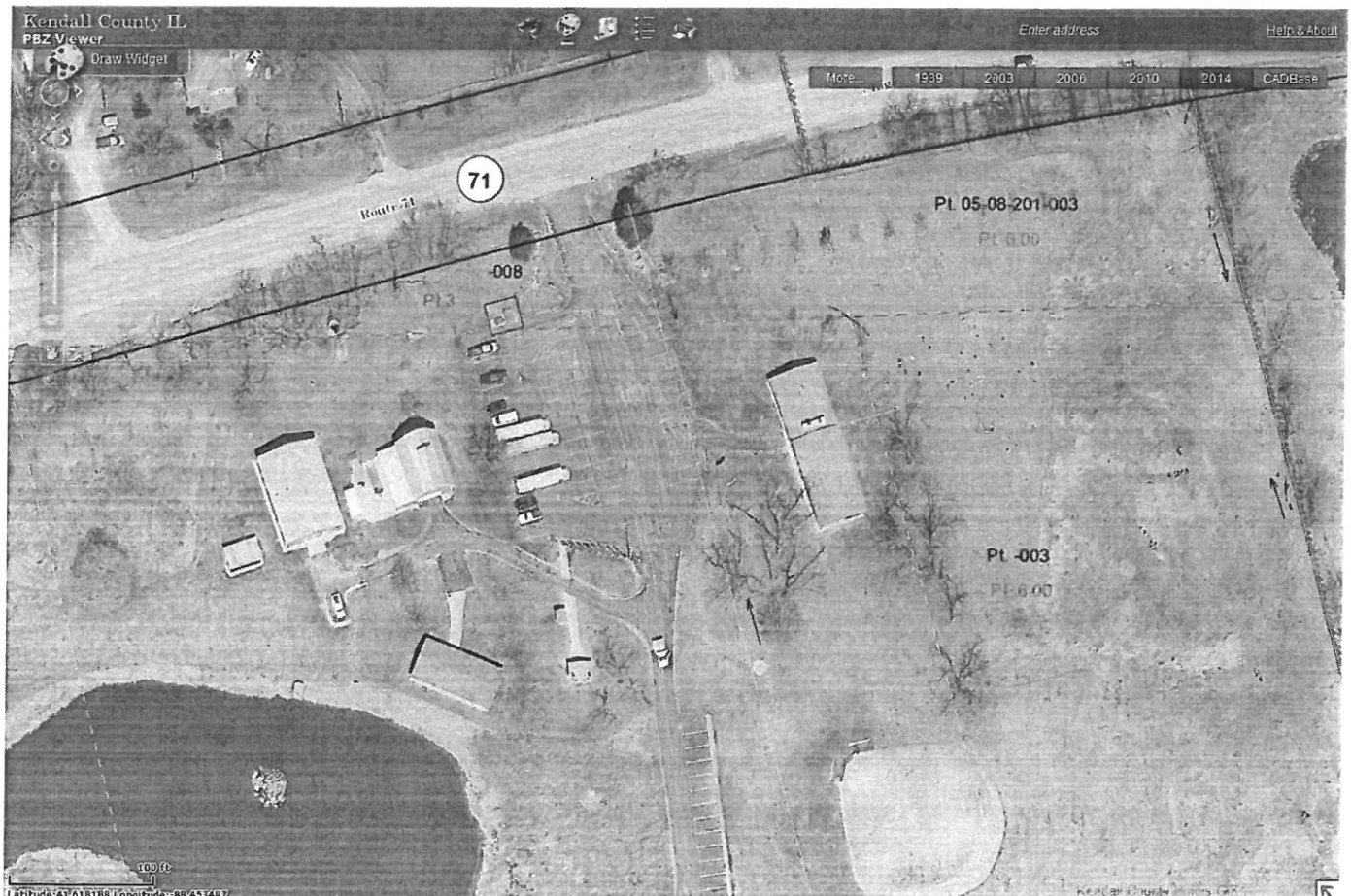
Dumpster location highlighted below.



ATTACHMENT D
Physical Descriptions & Pictures

Harris Forest Preserve 10460 Route 71, Yorkville

Dumpster location highlighted below.



INVOICE EXAMPLE

Vendor shall invoice KCFPD on a monthly basis for previous work performed from the first to the last day of the month. ***Invoice shall be submitted to KCFPD for receipt on the first day of each month.***

LOCATION	TOTAL
Harris Forest Preserve 10460 Route 71, Yorkville	
May 1 – May 31 Monthly Billing	
Waste Hauling	75.00
Recycling	35.00
Miscellaneous Charges	28.54
<i>Sub-Total Harris Forest Preserve</i>	\$ 138.54
Hoover Forest Preserve 11285 Fox Road, Yorkville IL	
May 1- May 31 Monthly Billing	
Waste Hauling	100.00
Recycling	25.00
Miscellaneous Charges	32.44
<i>Sub-Total Hoover Forest Preserve</i>	\$ 157.44
Ellis House and Equestrian Center 13986 McKanna Road, Minooka IL	
May 1- May 31 Monthly Billing	
Waste Hauling	55.00
Recycling	25.00
Miscellaneous Charges	20.76
<i>Sub-Total Ellis House and Equestrian Center</i>	\$ 100.76
TOTAL	\$ 396.74



Waste Management of Illinois, Inc.
700 E Butterfield Rd 4th FL
Lombard, IL, 60148-6006
(800) 796-9696

WM Agreement #
Customer Acct #
Acct. Name
Salesperson
Effective Date
Last API Date

S0008638328

KENDALL COUNTY FOREST
PRESERVE
Melissa Galindo
5/1/2017

Service Agreement

Non-Hazardous Waste Service Summary

Service Information

Name **KENDALL COUNTY FOREST PRESERVE** Contact **Dave Guritz**
Address **11285 FOX RD** Telephone # **(630) 553-4131**
City State Zip **YORKVILLE, IL 60560-9535** Fax #
County/Parish **KENDALL** Email **dguritz@co.kendall.il.us**

Billing Information

Name **KENDALL COUNTY FOREST PRESERVE** Contact **Dave Guritz**
Address **110 W MADISON ST** Telephone # **(630) 553-4131**
City State Zip **YORKVILLE, IL 60560-1465** Fax #
County/Parish **KENDALL** Email **dguritz@co.kendall.il.us**

Customer Comments: Should any conflict exist between the terms and conditions of the WM service agreement and the terms required of Kendall County Forest Preserve agreement, the terms and conditions of the Kendall County RFQ contract will be controlling. Current agreement 4/1-12/1. Effect 12/2-3/31 trash 1x every other week \$55 base rate per mo; recycling 1x per month \$15 base rate per mo.

PO#

Service Description & Recurring Rates

Quantity	Equipment	Material Stream	Frequency	Base Rate	
1	8 Yard FEL	MSW Commercial	2x Per Week	Fuel & Environmental/RCR	\$ 100.00 \$ 25.95 *

Current rate for Extra Pickup (per Lift): \$ 70.00

TOTAL : \$ 125.95 *

Quantity	Equipment	Material Stream	Frequency	Base Rate	
1	4 Yard FEL Recycling	Single Stream Recycling	1x Per Even Week	Fuel & Environmental/RCR	\$ 25.00 \$ 6.49 *

Current rate for Extra Pickup (per Lift): \$ 60.00

TOTAL : \$ 31.49 *

Customer's Waste Materials not to exceed an average weight of lbs/yard.

Administrative Charge \$ 5.00 *
GRAND TOTAL \$ 162.44 *

Initial One Time Service Charges*

As Needed Services*

The above listed Charges are for recurring services only. Charges for all additional services will be at current rates at the time of service. These include but are not limited to: extra pickups, container removal, overages and contamination. Contact Waste Management for a full list of such additional services and current prices.

*Fuel Surcharge, Environmental Charge, and Regulatory Cost Recovery ("RCR") Charge apply to all other Charges whether or not listed on this summary; any amounts shown above are estimated, and actual amounts will be calculated at the time of invoicing based on a percentage of the Charges. Information about these charges can be found at www.wm.com/billhelp. State & Local taxes, and/or fees and a Recycle Material Offset, if applicable, will also be added to the Charges. An Administrative Charge per invoice will be assessed and can be removed by enrolling in paperless statements and automated payments.

Contract Term for monthly rate services is for 3 year(s) from the Effective Date ('Initial Term') and it shall automatically renew thereafter for additional terms of 12 months ('Renewal Term') unless terminated as set forth herein.

The individual signing this agreement on behalf of customer acknowledges that he/she has read and accepts the terms and conditions of this agreement which accompany this service summary sheet and that he/she has the authority to sign on behalf of the customer.

Customer Signature _____ Printed Name _____ Title _____ Date _____

Company Waste Management of Illinois, Inc. _____ Printed Name _____ Waste Management Sales Rep. _____ Title _____ Date _____

Terms and Conditions on following page(s)

1. SERVICES RENDERED; WASTE MATERIALS. Customer grants to Company the exclusive right, and Company through itself and its subsidiaries and corporate affiliates, shall furnish equipment and services, to collect and dispose of and/or recycle all of Customer's Waste Materials at Customer's Service Address(es) listed on the Service Summary. Customer represents and warrants that the materials to be collected under this Agreement shall be only "Waste Materials" as defined herein. For purposes of this Agreement, "Waste Materials" means all non-hazardous solid waste, organic waste and Recyclable Materials (as defined in Section 12 below) generated by Customer or at Customer's Service Address. Waste Materials includes Special Waste, such as industrial process wastes, asbestos-containing material, petroleum contaminated soils, treated/de-characterized wastes, and demolition debris, for which Customer shall complete a Special Waste Profile sheet to be approved by Company in writing. Waste Materials excludes, and Customer agrees not to deposit or permit the deposit for collection of: any waste tires, radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized or listed under applicable federal, state, or local laws or regulations, any materials containing information protected by federal, state or local privacy and security laws or regulations (unless tendered to Company an additional Exhibit L to this Agreement), or Special Waste not approved in writing by Company (collectively, "Excluded Materials"). Title to and liability for Excluded Material shall remain with Customer at all times. Title to Customer's Waste Materials is transferred to Company upon Company's receipt or collection unless otherwise provided in this Agreement or applicable law.

2. TERM. The Term of this Agreement is set forth on the Service Summary of this Agreement. Unless otherwise specified on the Service Summary, the Term shall automatically renew for the period set forth therein unless either party gives to the other party written notice (See Section 11(e)) of termination at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the termination of the then-existing term. Notice of termination received at any other time will be considered ineffective and the contract will be considered automatically renewed upon completion of the then-existing term.

3. SERVICES GUARANTY; CUSTOMER TERMINATION. If the Company fails to perform the services described within five business days of its receipt of a written demand from Customer (See Section 11(e)), Customer may terminate this Agreement with the payment of all monies due through the termination date. If Company increases the Charges payable by Customer hereunder for reasons other than as set forth in Section 4 below, Customer shall have the right to terminate this Agreement by written notice to the Company no later than thirty (30) days after Company notifies Customer of such increase in Charges in writing. If Customer so notifies Company of its termination of this Agreement, such termination shall be of no force and effect if Company withdraws or removes such increase within fifteen (15) days after Customer provides timely notification of termination. Absent such termination, the increased Charges shall be binding and enforceable against Customer under this Agreement.

4. CHARGES; PAYMENTS; ADJUSTMENTS. Upon receipt of an invoice, Customer shall pay any and all charges, fees and other amounts payable under this Agreement for the services and/or equipment (including repair and maintenance) furnished by Company ("Charges"). Company reserves the right to increase the Charges payable by Customer during the Term: (a) for any changes to, or differences between, the actual equipment and services provided by Company to Customer and those specified on the Service Summary; (b) for any change in the composition of the Waste Materials or if the average weight per yard of Customer's Waste Materials exceeds the amount specified on the Service Summary; (c) for any increase in or other modification to the Company's Fuel Surcharge, Regulatory Cost Recovery Charge, Recycle Material Offset, Environmental Charge, and/or any Fees/Charges included in the Service Summary; (d) to cover any increases in disposal and/or third party transportation costs, including fuel surcharges; (e) to cover increased costs due to uncontrollable circumstances, including, without limitation, changes in local, state or federal laws or regulations, imposition of taxes, fees or surcharges or acts of God such as floods, fires, hurricanes and natural disasters; and (f) no more often than annually from the Effective Date (or if specified in the Service Summary, Customer's Last Annual Price Increase ("API") Date) for increases in any Consumer Price Index or components thereof applicable to the Services provided under this Agreement plus four percent of the then current Charges. Any increase in Charges enumerated in clauses (a) through (e) above may include an amount for Company's operating or profit margin. Company also reserves the right to charge Customer additional charges if additional services are provided as needed to Customer, including, but not limited to: container relocation or removal; gate, enclosure or roll out services; account resume services; and extra trip charges. In the event Company adjusts the Charges as provided in this Section 4, the parties agree that this Agreement as so adjusted will continue in full force and effect. Increases for reasons other than as specified herein are subject to Customer's rights under Section 3.

Any Customer invoice balance not paid within thirty (30) days of the date of invoice is subject to a late charge, and any Customer check returned for insufficient funds is subject to a Non Sufficient Funds fee, both to the maximum extent allowed by applicable law. Customer acknowledges that any late charge charged by the Company is not to be considered as interest on debt, is not a penalty, and is a reasonable charge for late payment. In the event that payment is not made when due, Company retains the right to suspend service until the past due balance is paid in full. If Company reinstates suspended services after receipt of an outstanding balance, Customer shall pay a reactivation charge. In the event that service is suspended in excess of fifteen (15) days, Company may terminate this Agreement for such default and recover any equipment and all amounts owed hereunder, including liquidated damages under Section 7.

5. CHANGES. Changes in the frequency of collection service, schedule, number, capacity and/or type of equipment, and any changes to amounts payable under this Agreement, may be agreed to orally, in writing, by payment of the invoice or by the actions and practices of the parties. If Customer changes its Service Address during the Term, this Agreement shall remain valid and enforceable with respect to services rendered at Customer's new service location if such location is within Company's service area.

6. EQUIPMENT, ACCESS. All equipment furnished by Company shall remain its property; however, Customer shall have care, custody and control of the equipment and shall be liable for all loss or damage to the equipment and for its contents while at Customer's location. Customer shall not overload, move or alter the equipment or allow a third party to do so, and shall use it only for its intended purpose. At the termination of this Agreement, Customer shall return the equipment to Company in the condition in which it was provided, normal wear and tear excepted. Customer shall provide safe and unobstructed access to the equipment on the scheduled collection day. Company may suspend services or terminate this Agreement in the event Customer violates any of the requirements of this provision. Customer shall pay, if charged by Company, an additional fee for any service modifications caused by or resulting from Customer's failure to provide access. Customer warrants that Customer's property is sufficient to bear the weight of Company's equipment and vehicles and that Company shall not be responsible for any damage to the Customer's pavement or any other surface resulting from the equipment or Company's services.

7. LIQUIDATED DAMAGES. In the event Customer terminates this Agreement prior to the expiration of the Initial or Renewal Term ("Term") for any reason other than as set forth in Section 3, or in the event Company terminates this Agreement for Customer's default, Customer shall pay the following liquidated damages in addition to the Company's legal fees, if any: (a) if the remaining Term (including any applicable Renewal Term) under this Agreement is six or more months, Customer shall pay the average of its six most recent monthly Charges (or, if the Effective Date is within six months of Company's last invoice date, the average of all monthly Charges) multiplied by six; or (b) if the remaining Term under this Agreement is less than six months, Customer shall pay the average of its six most recent monthly Charges multiplied by the number of months remaining in the Term. Customer shall pay liquidated damages of \$100 for every Customer waste tire that is found at the disposal facility. Customer acknowledges that the actual damage to Company in the event of termination is impractical or extremely difficult to fix or prove, and the foregoing liquidated damages amount is reasonable and commensurate with the anticipated loss to Company resulting from such termination and is an agreed upon fee and is not imposed as a penalty.

8. INDEMNITY. The Company agrees to indemnify, defend and save Customer, its parent, subsidiaries, and corporate affiliates, harmless from and against any and all liability which Customer may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law, to the extent caused by any negligent act or omission or willful misconduct of the Company or its employees, which occurs (a) during the collection or transportation of Customer's Waste Materials, or (b) as a result of the disposal of Customer's Waste Materials in a facility owned by the Company or a Waste Management company, provided that the Company's indemnification obligations will not apply to occurrences involving Excluded Materials. Customer agrees to indemnify, defend and save the Company, its parent, subsidiaries, corporate affiliates and their joint venture partners, harmless from and against any and all liability which the Company may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law to the extent caused by Customer's breach of this Agreement or by any negligent act or omission or willful misconduct of the Customer or its employees, agents or contractors or Customer's use, operation or possession of any equipment furnished by the Company. Neither party shall be liable to the other for consequential, incidental or punitive damages arising out of the performance or breach of this Agreement.

9. RIGHT OF FIRST REFUSAL. Customer grants to Company a right of first refusal to match any offer relating to services similar to those provided hereunder which Customer receives (or intends to make) upon termination of this Agreement for any reason and Customer shall give Company prompt written notice of any such offer and a reasonable opportunity to respond to it.

10. DISPUTE RESOLUTION-ARBITRATION AGREEMENT AND CLASS ACTION WAIVER. BINDING ARBITRATION: Except for those claims expressly excluded below (EXCLUDED CLAIMS), Customer and Company agree that ANY and all existing or future controversy or claim between them arising out of or related to this Agreement or any prior agreements between the parties, whether based in contract, law or equity or alleging any other legal theory, or arising prior to, in connection with, or after the termination of this Agreement or any other agreements, shall be resolved by mandatory binding arbitration (see www.wm.com for details on arbitration procedures). **CLASS ACTION WAIVER:** Customer and Company agree that under no circumstances, whether in arbitration or otherwise, may customer bring any claim against the Company, or allow any claim that the Customer may have against the Company to be asserted, as part of a class action, on a consolidated or representative basis or otherwise aggregated with claims brought by, or on behalf of, any other entity or person, including other customers of the Company. **EXCLUDED CLAIMS:** The following are not subject to mandatory binding arbitration: (A) either party's claims against the other in connection with bodily injury or real property damage and for environmental indemnification; and (B) Company's claims against Customer for collection or payment of Charges, damages (liquidated or otherwise) or any other amounts due or payable to the Company by the Customer under this Agreement or any prior agreements between the parties, but Customer and Company may mutually agree to arbitrate any Excluded Claims.

11. MISCELLANEOUS. (a) Except for the obligation to make payments hereunder, neither party shall be in default for its failure to perform or delay in performance caused by events or significant threats of events beyond its reasonable control, whether or not foreseeable, including, but not limited to, strikes, labor trouble, riots, imposition of laws or governmental orders, fires, acts of war or terrorism, acts of God, and the inability to obtain equipment, and the affected party shall be excused from performance during the occurrence of such events. (b) This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns. (c) This Agreement represents the entire agreement between the parties and supersedes any and all other agreements for the same services, whether written or oral, that may exist between the parties. (d) This Agreement shall be construed in accordance with the law of the state in which the services are provided. (e) All written notification to Company required by this Agreement shall be by Certified Mail, Return Receipt Requested to Company's address on the first page of the Service Summary. (f) If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be severed from and shall not affect the remainder of this Agreement; however, the parties shall amend this Agreement to give effect, to the maximum extent allowed, to the intent and meaning of the severed provision. (g) In the event the Company successfully enforces its rights against Customer hereunder, the Customer shall be required to pay the Company's attorneys' fees and court costs.

12. RECYCLING SERVICES. The following shall apply to fiber and non-fiber recyclables ("Recyclable Materials") and recycling services:

- (i) Single stream, commingled Recyclable Materials ("Single Stream") will consist of 100% of Customer's clean, dry, paper or cardboard without wax liners; clean, dry and empty aluminum food and beverage containers, ferrous (iron) or steel cans, aerosol cans, and rigid container plastics #1-7, including narrow neck containers and tubs, but excluding foam and film plastics. No individual items may be excluded from Single Stream service. Glass may be included with specific approval of Company. Any material not set forth above, including tissue or paper that had been in contact with food, is unacceptable ("Unacceptable Materials"). Single Stream may contain up to 5% Unacceptable Materials. (ii) Customer shall provide wastepaper in accordance with the most current ISRI Scrap Specifications Circular and any amendments thereto or replacements thereof. (iii) All other Recyclable Materials will be delivered in accordance with the Company specifications that are available at www.recycleamerica.com or such specifications communicated to Customer by Company.
- Recyclable Materials may not contain Excluded Materials or chemical or other properties that are deleterious or capable of causing material damage to any part of Company's property, its personnel or the public or materially impair the strength or the durability of the Company's structures or equipment. Company may reject in whole or in part Recyclable Materials not meeting the specifications, and Customer shall reimburse Company for all losses incurred with respect to such Recyclable Materials including costs of transportation and disposal.
- Where Company has agreed in writing to provide a market-based rebate to Customer, the following shall apply. Customer acknowledges that the market value for Recyclable Materials will fluctuate based upon various factors, and such materials may at times have no value or that the value may be negative. Company will establish the value of Recyclable Materials each month based upon such various factors, including but not limited to quantity, quality and location. For recycling services, Company shall pay or charge Customer on or about the last day of each month for Recyclable Materials accepted during the preceding month, after deduction of any Charges owed to Company by Customer. Any invoice shall be payable upon receipt. Where recycling services are provided, Charges may include separate fuel and environmental surcharges as set forth at www.recycleamerica.com.
- Notwithstanding anything to the contrary set forth above, the Liquidated Damages calculation, set forth in Section 7 of this Agreement, shall not apply to any Customer breach of the Agreement pertaining to services for Recyclable Materials, which have been determined by Company to have a positive value. If a breach occurs under such circumstances, the damages shall be determined by calculating actual damages rather than Liquidated Damages.
- Service arrangements will be agreed upon between Customer and Company for the service locations set forth in this Agreement. For trailer load quantities, Customer shall load trailers to full visible capacity to achieve 40,000 pounds minimum shipping weight and trailers shall be loaded or caused to be loaded in accordance with the most current ISRI/AF&PA Shipping Guide. Freight and/or adjustments may apply to light loads. Customer shall be responsible for any loss, damage or destruction to equipment including trailers for any cause while located at Customer's location. For baled wastepaper picked up in less than trailer load quantities, minimum quantity for pickup is six (6) bales and for purposes of payment, weights shall be estimated weights. Company reserves the right at its sole discretion upon notice to Customer to discontinue acceptance of any category of Recyclable Materials as a result of market conditions related to such materials and makes no representations as to the recyclability of the materials which are subject to this contract.



Waste Management of Illinois, Inc.
700 E Butterfield Rd 4th FL
Lombard, IL, 60148-6006
(800) 796-9696

WM Agreement #
Customer Acct #
Acct. Name
Salesperson
Effective Date
Last API Date

S0008638480

KENDALL COUNTY FOREST
PRESERVE
Melissa Galindo
5/1/2017

Service Agreement Non-Hazardous Waste Service Summary

Service Information

Name **KENDALL COUNTY
FOREST PRESERVE** Contact **Dave Guritz**
Address **13986 MCKANNA RD** Telephone # **(630) 553-4131**
City State Zip **MINOOKA, IL 60447-9625** Fax #
County/Parish **KENDALL** Email **dguritz@co.kendall.il.us**

Billing Information

Name **KENDALL COUNTY
FOREST PRESERVE** Contact **Dave Guritz**
Address **110 W MADISON ST** Telephone # **(630) 553-4131**
City State Zip **YORKVILLE, IL
60560-1465** Fax #
County/Parish **KENDALL** Email **dguritz@co.kendall.il.us**

Customer Comments: Should any conflict exist between the terms and conditions of the WM service agreement and the terms required of Kendall County Forest Preserve agreement, the terms and conditions of the Kendall County RFQ contract will be controlling. Current WM agreement 4/1-11/1. Effect 11/2-3/31 trash 1x every other week \$30 base rate per mo; recycling 1x per month \$15 base rate per mo.

Service Description & Recurring Rates

Quantity	Equipment	Material Stream	Frequency	Base Rate	
1	4 Yard FEL	MSW Commercial	1x Per Week	Fuel & Environmental/RCR	\$ 55.00 \$ 14.27 *

Current rate for Extra Pickup (per Lift): \$ 60.00

TOTAL : \$ 69.27 *

Quantity	Equipment	Material Stream	Frequency	Base Rate	
1	4 Yard FEL Recycling	Single Stream Recycling	1x Per Even Week	Fuel & Environmental/RCR	\$ 25.00 \$ 6.49 *

Current rate for Extra Pickup (per Lift): \$ 40.00

TOTAL : \$ 31.49 *

Customer's Waste Materials not to exceed an average weight of lbs/yd.

Administrative Charge \$ 5.00*
GRAND TOTAL \$ 105.76*

Initial One Time Service Charges*

As Needed Services*

The above listed Charges are for recurring services only. Charges for all additional services will be at current rates at the time of service. These include but are not limited to: extra pickups, container removal, overages and contamination. Contact Waste Management for a full list of such additional services and current prices.

*Fuel Surcharge, Environmental Charge, and Regulatory Cost Recovery ("RCR") Charge apply to all other Charges whether or not listed on this summary; any amounts shown above are estimated, and actual amounts will be calculated at the time of invoicing based on a percentage of the Charges. Information about these charges can be found at www.wm.com/billhelp. State & Local taxes, and/or fees and a Recycle Material Offset, if applicable, will also be added to the Charges. An Administrative Charge per invoice will be assessed and can be removed by enrolling in paperless statements and automated payments.

Contract Term for monthly rate services is for 3 year(s) from the Effective Date ('Initial Term') and it shall automatically renew thereafter for additional terms of 12 months ('Renewal Term') unless terminated as set forth herein.

The individual signing this agreement on behalf of customer acknowledges that he/she has read and accepts the terms and conditions of this agreement which accompany this service summary sheet and that he/she has the authority to sign on behalf of the customer.

Customer Signature _____ Printed Name _____ Title _____ Date _____

Company Waste Management of Illinois, Inc. _____ Printed Name _____ Title _____ Date _____
Waste Management Sales Rep.

Terms and Conditions on following page(s)

1. SERVICES RENDERED; WASTE MATERIALS. Customer grants to Company the exclusive right, and Company through itself and its subsidiaries and corporate affiliates, shall furnish equipment and services, to collect and dispose of and/or recycle all of Customer's Waste Materials at Customer's Service Address(es) listed on the Service Summary. Customer represents and warrants that the materials to be collected under this Agreement shall be only "Waste Materials" as defined herein. For purposes of this Agreement, "Waste Materials" means all non-hazardous solid waste, organic waste and Recyclable Materials (as defined in Section 12 below) generated by Customer or at Customer's Service Address. Waste Materials includes Special Waste, such as industrial process wastes, asbestos-containing material, petroleum contaminated soils, treated/de-characterized wastes, and demolition debris, for which Customer shall complete a Special Waste Profile sheet to be approved by Company in writing. Waste Materials excludes, and Customer agrees not to deposit or permit the deposit for collection of: any waste tires, radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized or listed under applicable federal, state, or local laws or regulations, any materials containing information protected by federal, state or local privacy and security laws or regulations (unless tendered to Company an additional Exhibit L to this Agreement), or Special Waste not approved in writing by Company (collectively, "Excluded Materials"). Title to and liability for Excluded Material shall remain with Customer at all times. Title to Customer's Waste Materials is transferred to Company upon Company's receipt or collection unless otherwise provided in this Agreement or applicable law.

2. TERM. The Term of this Agreement is set forth on the Service Summary of this Agreement. Unless otherwise specified on the Service Summary, the Term shall automatically renew for the period set forth therein unless either party gives to the other party written notice (See Section 11(e)) of termination at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the termination of the then-existing term. Notice of termination received at any other time will be considered ineffective and the contract will be considered automatically renewed upon completion of the then-existing term.

3. SERVICES GUARANTY; CUSTOMER TERMINATION. If the Company fails to perform the services described within five business days of its receipt of a written demand from Customer (See Section 11(e)), Customer may terminate this Agreement with the payment of all monies due through the termination date. If Company increases the Charges payable by Customer hereunder for reasons other than as set forth in Section 4 below, Customer shall have the right to terminate this Agreement by written notice to the Company no later than thirty (30) days after Company notifies Customer of such increase in Charges in writing. If Customer so notifies Company of its termination of this Agreement, such termination shall be of no force and effect if Company withdraws or removes such increase within fifteen (15) days after Customer provides timely notification of termination. Absent such termination, the increased Charges shall be binding and enforceable against Customer under this Agreement.

4. CHARGES; PAYMENTS; ADJUSTMENTS. Upon receipt of an invoice, Customer shall pay any and all charges, fees and other amounts payable under this Agreement for the services and/or equipment (including repair and maintenance) furnished by Company ("Charges"). Company reserves the right to increase the Charges payable by Customer during the Term: (a) for any changes to, or differences between, the actual equipment and services provided by Company to Customer and those specified on the Service Summary; (b) for any change in the composition of the Waste Materials or if the average weight per yard of Customer's Waste Materials exceeds the amount specified on the Service Summary; (c) for any increase in or other modification to the Company's Fuel Surcharge, Regulatory Cost Recovery Charge, Recycle Material Offset, Environmental Charge, and/or any Fees/Charges included in the Service Summary; (d) to cover any increases in disposal and/or third party transportation costs, including fuel surcharges; (e) to cover increased costs due to uncontrollable circumstances, including, without limitation, changes in local, state or federal laws or regulations, imposition of taxes, fees or surcharges or acts of God such as floods, fires, hurricanes and natural disasters; and (f) no more often than annually from the Effective Date (or if specified on the Service Summary, Customer's Last Annual Price Increase ("API") Date) for increases in any Consumer Price Index or components thereof applicable to the Services provided under this Agreement plus four percent of the then current Charges. Any increase in Charges enumerated in clauses (a) through (f) above may include an amount for Company's operating or profit margin. Company also reserves the right to charge Customer additional charges if additional services are provided as needed to Customer, including, but not limited to: container relocation or removal; gate, enclosure or roll out services; account resume services; and extra trip charges. In the event Company adjusts the Charges as provided in this Section 4, the parties agree that this Agreement as so adjusted will continue in full force and effect. Increases for reasons other than as specified herein are subject to Customer's rights under Section 3.

Any Customer invoice balance not paid within thirty (30) days of the date of invoice is subject to a late charge, and any Customer check returned for insufficient funds is subject to a Non Sufficient Funds fee, both to the maximum extent allowed by applicable law. Customer acknowledges that any late charge charged by the Company is not to be considered as interest on debt, is not a penalty, and is a reasonable charge for late payment. In the event that payment is not made when due, Company retains the right to suspend service until the past due balance is paid in full. If Company reinstates suspended services after receipt of an outstanding balance, Customer shall pay a reactivation charge. In the event that service is suspended in excess of fifteen (15) days, Company may terminate this Agreement for such default and recover any equipment and all amounts owed hereunder, including liquidated damages under Section 7.

5. CHANGES. Changes in the frequency of collection service, schedule, number, capacity and/or type of equipment, and any changes to amounts payable under this Agreement, may be agreed to orally, in writing, by payment of the invoice or by the actions and practices of the parties. If Customer changes its Service Address during the Term, this Agreement shall remain valid and enforceable with respect to services rendered at Customer's new service location if such location is within Company's service area.

6. EQUIPMENT, ACCESS. All equipment furnished by Company shall remain its property; however, Customer shall have care, custody and control of the equipment and shall be liable for all loss or damage to the equipment and for its contents while at Customer's location. Customer shall not overload, move or alter the equipment or allow a third party to do so, and shall use it only for its intended purpose. At the termination of this Agreement, Customer shall return the equipment to Company in the condition in which it was provided, normal wear and tear excepted. Customer shall provide safe and unobstructed access to the equipment on the scheduled collection day. Company may suspend services or terminate this Agreement in the event Customer violates any of the requirements of this provision. Customer shall pay, if charged by Company, an additional fee for any service modifications caused by or resulting from Customer's failure to provide access. Customer warrants that Customer's property is sufficient to bear the weight of Company's equipment and vehicles and that Company shall not be responsible for any damage to the Customer's pavement or any other surface resulting from the equipment or Company's services.

7. LIQUIDATED DAMAGES. In the event Customer terminates this Agreement prior to the expiration of the Initial or Renewal Term ("Term") for any reason other than as set forth in Section 3, or in the event Company terminates this Agreement for Customer's default, Customer shall pay the following liquidated damages in addition to the Company's legal fees, if any: (a) if the remaining Term (including any applicable Renewal Term) under this Agreement is six or more months, Customer shall pay the average of its six most recent monthly Charges (or, if the Effective Date is within six months of Company's last invoice date, the average of all monthly Charges) multiplied by six; or (b) if the remaining Term under this Agreement is less than six months, Customer shall pay the average of its six most recent monthly Charges multiplied by the number of months remaining in the Term. Customer shall pay liquidated damages of \$100 for every Customer waste tire that is found at the disposal facility. Customer acknowledges that the actual damage to Company in the event of termination is impractical or extremely difficult to fix or prove, and the foregoing liquidated damages amount is reasonable and commensurate with the anticipated loss to Company resulting from such termination and is an agreed upon fee and is not imposed as a penalty.

8. INDEMNITY. The Company agrees to indemnify, defend and save Customer, its parent, subsidiaries, and corporate affiliates, harmless from and against any and all liability which Customer may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law, to the extent caused by any negligent act or omission or willful misconduct of the Company or its employees, which occurs (a) during the collection or transportation of Customer's Waste Materials, or (b) as a result of the disposal of Customer's Waste Materials in a facility owned by the Company or a Waste Management company, provided that the Company's indemnification obligations will not apply to occurrences involving Excluded Materials.

Customer agrees to indemnify, defend and save the Company, its parent, subsidiaries, corporate affiliates and their joint venture partners, harmless from and against any and all liability which the Company may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law to the extent caused by Customer's breach of this Agreement or by any negligent act or omission or willful misconduct of the Customer or its employees, agents or contractors or Customer's use, operation or possession of any equipment furnished by the Company. Neither party shall be liable to the other for consequential, incidental or punitive damages arising out of the performance or breach of this Agreement.

9. RIGHT OF FIRST REFUSAL. Customer grants to Company a right of first refusal to match any offer relating to services similar to those provided hereunder which Customer receives (or intends to make) upon termination of this Agreement for any reason and Customer shall give Company prompt written notice of any such offer and a reasonable opportunity to respond to it.

10. DISPUTE RESOLUTION-ARBITRATION AGREEMENT AND CLASS ACTION WAIVER. BINDING ARBITRATION: Except for those claims expressly excluded below (EXCLUDED CLAIMS), Customer and Company agree that ANY and all existing or future controversy or claim between them arising out of or related to this Agreement or any prior agreements between the parties, whether based in contract, law or equity or alleging any other legal theory, or arising prior to, in connection with, or after the termination of this Agreement or any other agreements, shall be resolved by mandatory binding arbitration (see www.wm.com for details on arbitration procedures). **CLASS ACTION WAIVER:** Customer and Company agree that under no circumstances, whether in arbitration or otherwise, may customer bring any claim against the Company, or allow any claim that the Customer may have against the Company to be asserted, as part of a class action, on a consolidated or representative basis or otherwise aggregated with claims brought by, or on behalf of, any other entity or person, including other customers of the Company. **EXCLUDED CLAIMS:** The following are not subject to mandatory binding arbitration: (A) either party's claims against the other in connection with bodily injury or real property damage and for environmental indemnification; and (B) Company's claims against Customer for collection or payment of Charges, damages (liquidated or otherwise) or any other amounts due or payable to the Company by the Customer under this Agreement or any prior agreements between the parties, but Customer and Company may mutually agree to arbitrate any Excluded Claims.

11. MISCELLANEOUS. (a) Except for the obligation to make payments hereunder, neither party shall be in default for its failure to perform or delay in performance caused by events or significant threats of events beyond its reasonable control, whether or not foreseeable, including, but not limited to, strikes, labor trouble, riots, imposition of laws or governmental orders, fires, acts of war or terrorism, acts of God, and the inability to obtain equipment, and the affected party shall be excused from performance during the occurrence of such events. (b) This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns. (c) This Agreement represents the entire agreement between the parties and supersedes any and all other agreements for the same services, whether written or oral, that may exist between the parties. (d) This Agreement shall be construed in accordance with the law of the state in which the services are provided. (e) All written notification to Company required by this Agreement shall be by Certified Mail, Return Receipt Requested to Company's address on the first page of the Service Summary. (f) If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be severed from and shall not affect the remainder of this Agreement; however, the parties shall amend this Agreement to give effect, to the maximum extent allowed, to the intent and meaning of the severed provision. (g) In the event the Company successfully enforces its rights against Customer hereunder, the Customer shall be required to pay the Company's attorneys' fees and court costs.

12. RECYCLING SERVICES. The following shall apply to fiber and non-fiber recyclables ("Recyclable Materials") and recycling services:

- a. (i) Single stream, commingled Recyclable Materials ("Single Stream") will consist of 100% of Customer's clean, dry, paper or cardboard without wax liners; clean, dry and empty aluminum food and beverage containers, ferrous (iron) or steel cans, aerosol cans, and rigid container plastics #1-7, including narrow neck containers and tubs, but excluding foam and film plastics. No individual items may be excluded from Single Stream service. Glass may be included with specific approval of Company. Any material not set forth above, including tissue or paper that had been in contact with food, is unacceptable ("Unacceptable Materials"). Single Stream may contain up to 5% Unacceptable Materials. (ii) Customer shall provide wastepaper in accordance with the most current ISRI Scrap Specifications Circular and any amendments thereto or replacements thereof. (iii) All other Recyclable Materials will be delivered in accordance with the Company specifications that are available at www.recycleamerica.com or such specifications communicated to Customer by Company.
- b. Recyclable Materials may not contain Excluded Materials or chemical or other properties that are deleterious or capable of causing material damage to any part of Company's property, its personnel or the public or materially impair the strength or the durability of the Company's structures or equipment. Company may reject in whole or in part Recyclable Materials not meeting the specifications, and Customer shall reimburse Company for all losses incurred with respect to such Recyclable Materials including costs of transportation and disposal.
- c. Where Company has agreed in writing to provide a market-based rebate to Customer, the following shall apply. Customer acknowledges that the market value for Recyclable Materials will fluctuate based upon various factors, and such materials may at times have no value or that the value may be negative. Company will establish the value of Recyclable Materials each month based upon such various factors, including but not limited to quantity, quality and location. For recycling services, Company shall pay or charge Customer on or about the last day of each month for Recyclable Materials accepted during the preceding month, after deduction of any Charges owed to Company by Customer. Any invoice shall be payable upon receipt. Where recycling services are provided, Charges may include separate fuel and environmental surcharges as set forth at www.recycleamerica.com.
- d. Notwithstanding anything to the contrary set forth above, the Liquidated Damages calculation, set forth in Section 7 of this Agreement, shall not apply to any Customer breach of the Agreement pertaining to services for Recyclable Materials, which have been determined by Company to have a positive value. If a breach occurs under such circumstances, the damages shall be determined by calculating actual damages rather than Liquidated Damages.
- e. Service arrangements will be agreed upon between Customer and Company for the service locations set forth in this Agreement. For trailer load quantities, Customer shall load trailers to full visible capacity to achieve 40,000 pounds minimum shipping weight and trailers shall be loaded or caused to be loaded in accordance with the most current ISRI/AF&PA Shipping Guide. Freight and/or adjustments may apply to light loads. Customer shall be responsible for any loss, damage or destruction to equipment including trailers for any cause while located at Customer's location. For baled wastepaper picked up in less than trailer load quantities, minimum quantity for pickup is six (6) bales and for purposes of payment, weights shall be estimated weights. Company reserves the right at its sole discretion upon notice to Customer to discontinue acceptance of any category of Recyclable Materials as a result of market conditions related to such materials and makes no representations as to the recyclability of the materials which are subject to this contract.



Waste Management of Illinois, Inc.
700 E Butterfield Rd 4th FL
Lombard, IL, 60148-6006
(800) 796-9696

WM Agreement #
Customer Acct #
Acct. Name
Salesperson
Effective Date
Last API Date

S0008637734

KENDALL COUNTY FOREST
PRESERVE
Melissa Galindo
5/1/2017

Service Agreement Non-Hazardous Waste Service Summary

Service Information

Name **KENDALL COUNTY
FOREST PRESERVE** Contact **Dave Guritz**
Address **10460 ROUTE 71** Telephone # **(630) 553-4131**
City State Zip **YORKVILLE, IL 60560** Fax #
County/Parish Email **dguritz@co.kendall.il.us**

Customer Comments: Should any conflict exist between the terms and conditions of the WM service agreement and the terms required of Kendall County Forest Preserve agreement, the terms and conditions of the Kendall County RFQ contract will be controlling. Current WM agreement 4/1-12/1. Effect 12/2-3/31 trash 1x every other week \$45 base rate per mo; recycling 1x per month \$15 base rate per mo.

Billing Information

Name **KENDALL COUNTY
FOREST PRESERVE** Contact **Dave Guritz**
Address **110 W MADISON ST** Telephone # **(630) 553-4131**
City State Zip **YORKVILLE, IL
60560-1465** Fax #
County/Parish **KENDALL** Email **dguritz@co.kendall.il.us**

PO#

Service Description & Recurring Rates

Quantity	Equipment	Material Stream	Frequency	Base Rate	
1	2 Yard FEL Recycling	Single Stream Recycling	1x Per Week	Fuel & Environmental/RCR	\$ 35.00 \$ 9.08 *

Current rate for Extra Pickup (per Lift): \$ 50.00

TOTAL : \$ 44.08 *

Quantity	Equipment	Material Stream	Frequency	Base Rate	
1	8 Yard FEL	MSW Commercial	1x Per Week	Fuel & Environmental/RCR	\$ 75.00 \$ 19.46 *

Current rate for Extra Pickup (per Lift): \$ 60.00

TOTAL : \$ 94.46 *

Customer's Waste Materials not to exceed an average weight of lbs/yd.

Administrative Charge \$ 5.00 *
GRAND TOTAL \$ 143.54 *

Initial One Time Service Charges*

As Needed Services*

The above listed Charges are for recurring services only. Charges for all additional services will be at current rates at the time of service. These include but are not limited to: extra pickups, container removal, overages and contamination. Contact Waste Management for a full list of such additional services and current prices.

*Fuel Surcharge, Environmental Charge, and Regulatory Cost Recovery ("RCR") Charge apply to all other Charges whether or not listed on this summary; any amounts shown above are estimated, and actual amounts will be calculated at the time of invoicing based on a percentage of the Charges. Information about these charges can be found at www.wm.com/billhelp. State & Local taxes, and/or fees and a Recycle Material Offset, if applicable, will also be added to the Charges. An Administrative Charge per invoice will be assessed and can be removed by enrolling in paperless statements and automated payments.

Contract Term for monthly rate services is for 3 year(s) from the Effective Date ('Initial Term') and it shall automatically renew thereafter for additional terms of 12 months ('Renewal Term') unless terminated as set forth herein.

The individual signing this agreement on behalf of customer acknowledges that he/she has read and accepts the terms and conditions of this agreement which accompany this service summary sheet and that he/she has the authority to sign on behalf of the customer.

Customer Signature _____ Printed Name _____ Title _____ Date _____

Company Waste Management of Illinois, Inc. _____ Waste Management Sales Rep. _____
Printed Name _____ Title _____ Date _____

Terms and Conditions on following page(s)

1. SERVICES RENDERED; WASTE MATERIALS. Customer grants to Company the exclusive right, and Company through itself and its subsidiaries and corporate affiliates, shall furnish equipment and services, to collect and dispose of and/or recycle all of Customer's Waste Materials at Customer's Service Address(es) listed on the Service Summary. Customer represents and warrants that the materials to be collected under this Agreement shall be only "Waste Materials" as defined herein. For purposes of this Agreement, "Waste Materials" means all non-hazardous solid waste, organic waste and Recyclable Materials (as defined in Section 12 below) generated by Customer or at Customer's Service Address. Waste Materials includes Special Waste, such as industrial process wastes, asbestos-containing material, petroleum contaminated soils, treated/de-characterized wastes, and demolition debris, for which Customer shall complete a Special Waste Profile sheet to be approved by Company in writing. Waste Materials excludes, and Customer agrees not to deposit or permit the deposit for collection of: any waste tires, radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized or listed under applicable federal, state, or local laws or regulations, any materials containing information protected by federal, state or local privacy and security laws or regulations (unless tendered to Company an additional Exhibit L to this Agreement), or Special Waste not approved in writing by Company (collectively, "Excluded Materials"). Title to and liability for Excluded Material shall remain with Customer at all times. Title to Customer's Waste Materials is transferred to Company upon Company's receipt or collection unless otherwise provided in this Agreement or applicable law.

2. TERM. The Term of this Agreement is set forth on the Service Summary of this Agreement. Unless otherwise specified on the Service Summary, the Term shall automatically renew for the period set forth therein unless either party gives to the other party written notice (See Section 11(e)) of termination at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the termination of the then-existing term. Notice of termination received at any other time will be considered ineffective and the contract will be considered automatically renewed upon completion of the then-existing term.

3. SERVICES GUARANTY; CUSTOMER TERMINATION. If the Company fails to perform the services described within five business days of its receipt of a written demand from Customer (See Section 11(e)), Customer may terminate this Agreement with the payment of all monies due through the termination date. If Company increases the Charges payable by Customer hereunder for reasons other than as set forth in Section 4 below, Customer shall have the right to terminate this Agreement by written notice to the Company no later than thirty (30) days after Company notifies Customer of such increase in Charges in writing. If Customer so notifies Company of its termination of this Agreement, such termination shall be of no force and effect if Company withdraws or removes such increase within fifteen (15) days after Customer provides timely notification of termination. Absent such termination, the increased Charges shall be binding and enforceable against Customer under this Agreement.

4. CHARGES; PAYMENTS; ADJUSTMENTS. Upon receipt of an invoice, Customer shall pay any and all charges, fees and other amounts payable under this Agreement for the services and/or equipment (including repair and maintenance) furnished by Company ("Charges"). Company reserves the right to increase the Charges payable by Customer during the Term: (a) for any changes to, or differences between, the actual equipment and services provided by Company to Customer and those specified on the Service Summary; (b) for any change in the composition of the Waste Materials or if the average weight per yard of Customer's Waste Materials exceeds the amount specified on the Service Summary; (c) for any increase in or other modification to the Company's Fuel Surcharge, Regulatory Cost Recovery Charge, Recycle Material Offset, Environmental Charge, and/or any Fees/Charges included in the Service Summary; (d) to cover any increases in disposal and/or third party transportation costs, including fuel surcharges; (e) to cover increased costs due to uncontrollable circumstances, including, without limitation, changes in local, state or federal laws or regulations, imposition of taxes, fees or surcharges or acts of God such as floods, fires, hurricanes and natural disasters; and (f) no more often than annually from the Effective Date (or if specified on the Service Summary, Customer's Last Annual Price Increase ("API") Date) for increases in any Consumer Price Index or components thereof applicable to the Services provided under this Agreement plus four percent of the then current Charges. Any increase in Charges enumerated in clauses (a) through (e) above may include an amount for Company's operating or profit margin. Company also reserves the right to charge Customer additional charges if additional services are provided as needed to Customer, including, but not limited to: container relocation or removal; gate, enclosure or roll out services; account resume services; and extra trip charges. In the event Company adjusts the Charges as provided in this Section 4, the parties agree that this Agreement as so adjusted will continue in full force and effect. Increases for reasons other than as specified herein are subject to Customer's rights under Section 3.

Any Customer invoice balance not paid within thirty (30) days of the date of invoice is subject to a late charge, and any Customer check returned for insufficient funds is subject to a Non Sufficient Funds fee, both to the maximum extent allowed by applicable law. Customer acknowledges that any late charge charged by the Company is not to be considered as interest on debt, is not a penalty, and is a reasonable charge for late payment. In the event that payment is not made when due, Customer retains the right to suspend service until the past due balance is paid in full. If Company reinstates suspended services after receipt of an outstanding balance, Customer shall pay a reactivation charge. In the event that service is suspended in excess of fifteen (15) days, Company may terminate this Agreement for such default and recover any equipment and all amounts owed hereunder, including liquidated damages under Section 7.

5. CHANGES. Changes in the frequency of collection service, schedule, number, capacity and/or type of equipment, and any changes to amounts payable under this Agreement, may be agreed to orally, in writing, by payment of the invoice or by the actions and practices of the parties. If Customer changes its Service Address during the Term, this Agreement shall remain valid and enforceable with respect to services rendered at Customer's new service location if such location is within Company's service area.

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7. LIQUIDATED DAMAGES. In the event Customer terminates this Agreement prior to the expiration of the Initial or Renewal Term ("Term") for any reason other than as set forth in Section 3, or in the event Company terminates this Agreement for Customer's default, Customer shall pay the following liquidated damages in addition to the Company's legal fees, if any: (a) if the remaining Term (including any applicable Renewal Term) under this Agreement is six or more months, Customer shall pay the average of its six most recent monthly Charges (or, if the Effective Date is within six months of Company's last invoice date, the average of all monthly Charges) multiplied by six; or (b) if the remaining Term under this Agreement is less than six months, Customer shall pay the average of its six most recent monthly Charges multiplied by the number of months remaining in the Term. Customer shall pay liquidated damages of \$100 for every Customer waste tire that is found at the disposal facility. Customer acknowledges that the actual damage to Company in the event of termination is impractical or extremely difficult to fix or prove, and the foregoing liquidated damages amount is reasonable and commensurate with the anticipated loss to Company resulting from such termination and is an agreed upon fee and is not imposed as a penalty.

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11. MISCELLANEOUS. (a) Except for the obligation to make payments hereunder, neither party shall be in default for its failure to perform or delay in performance caused by events or significant threats of events beyond its reasonable control, whether or not foreseeable, including, but not limited to, strikes, labor trouble, riots, imposition of laws or governmental orders, fires, acts of war or terrorism, acts of God, and the inability to obtain equipment, and the affected party shall be excused from performance during the occurrence of such events. (b) This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns. (c) This Agreement represents the entire agreement between the parties and supersedes any and all other agreements for the same services, whether written or oral, that may exist between the parties. (d) This Agreement shall be construed in accordance with the law of the state in which the services are provided. (e) All written notification to Company required by this Agreement shall be by Certified Mail, Return Receipt Requested to Company's address on the first page of the Service Summary. (f) If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be severed from and shall not affect the remainder of this Agreement; however, the parties shall amend this Agreement to give effect, to the maximum extent allowed, to the intent and meaning of the severed provision. (g) In the event the Company successfully enforces its rights against Customer hereunder, the Customer shall be required to pay the Company's attorneys' fees and court costs.

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- Recyclable Materials may not contain Excluded Materials or chemical or other properties that are deleterious or capable of causing material damage to any part of Company's property, its personnel or the public or materially impair the strength or the durability of the Company's structures or equipment. Company may reject in whole or in part Recyclable Materials not meeting the specifications, and Customer shall reimburse Company for all losses incurred with respect to such Recyclable Materials including costs of transportation and disposal.
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- Notwithstanding anything to the contrary set forth above, the Liquidated Damages calculation, set forth in Section 7 of this Agreement, shall not apply to any Customer breach of the Agreement pertaining to services for Recyclable Materials, which have been determined by Company to have a positive value. If a breach occurs under such circumstances, the damages shall be determined by calculating actual damages rather than Liquidated Damages.
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Service Summary Page

Bill To Kendall County Forest Preserve District Dave Guritz 110 W. Madison Street Yorkville, Illinois 60560	Sold To Kendall County Forest Preserve District Dave Guritz 110 W. Madison Street Yorkville, Illinois 60560
Payment Details Payment Method: Credit Card Pay Period: Month Bill Cycle Day: 1 Auto Renew: NO	

**** Your first payment may include a prorated charge for your add on service. For future payments and frequency, please refer to the Bill Cycle Day and Pay Period displayed in the Payment details box on the Service Summary Page.**

PRODUCT NAME	RATE PLAN	SERVICE RUN DATES	LIST PRICE(\$)	DISCOUNT(\$)	EFFECTIVE PRICE(\$)
Storefront	Storefront IL-Chicago Suburbs Reception Venues	6/1/2017 - 6/1/2018	250.00	0.00	250.00
Total by: Month					250.00

Unique Visitors Vendor Average Engagement Vendor Average

What does this mean?

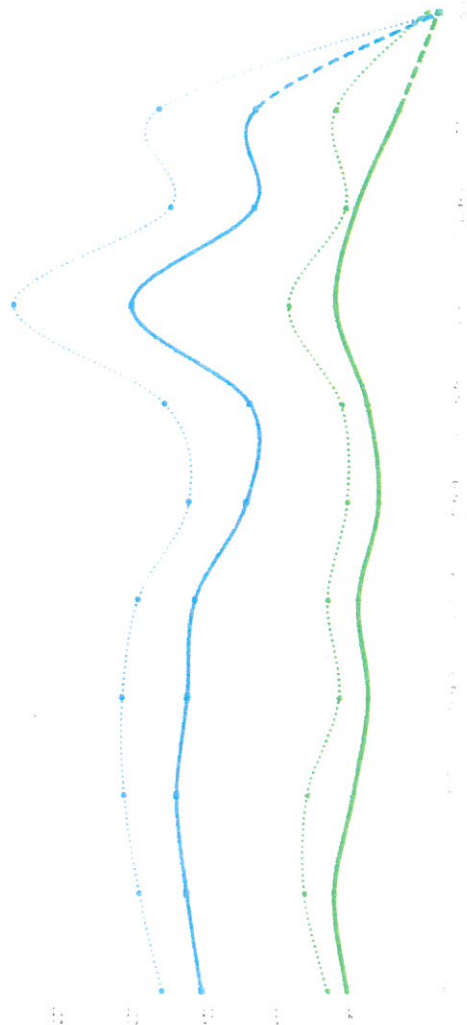
Unique Page Views - The number of unique users that have viewed your storefront and the tabs within your storefront.

Engage & Calls - Total inquiries made through the information request form on your storefront. You will find these inquiries

Page Views - The total number of views of your storefront and the tabs within your storefront. Visitors may view the total click-throughs - Total number of clicks from your storefront to your website, Facebook and Twitter pages.

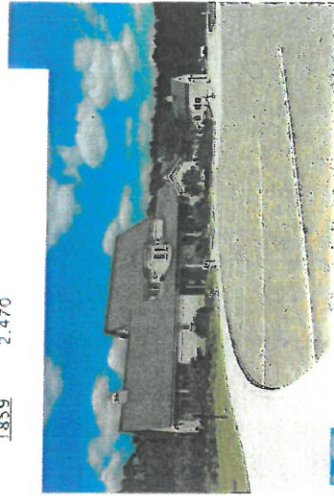
Storefront Saves - Total number of times your storefront has been saved to one of our members' My Knot wedding planner. **Engagement** - A measure of how often brides are interacting with and taking notable action on your Storefront. This is the sum of Click-Throughs, Calls (Mobile), Inquiries and Storefront Saves. This gives you a great idea of how effective your Storefront is at grabbing a bride's interest and how likely it is to

Tour Requests - The total number of users who have requested tours from your storefront.



	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	Month-to-Date	TOTAL	VENDOR AVG
Unique Visitors	155	166	174	168	164	130	129	210	128	128	4	1556	2,031
Engagement	55	65	53	44	52	39	48	71	58	30	5	520	760
Clickthroughs	47	53	42	31	35	29	34	54	41	23	4	393	505
Storefront Saves	2	1	6	4	10	2	7	4	6	2	1	48	76
Messages & Calls	6	8	5	8	7	8	7	13	9	4	0	75	158
Tour Requests	0	0	0	1	0	0	0	0	2	1	0	4	22
Page Views	175	206	222	197	196	144	155	251	154	155	4	1859	2,470

The Knot



Ellis House & Equestrian Center

1100 N. La Grange Rd.
La Grange, IL 60138

Request a Tour
Next Available Tour Time: 5:00 PM

WED, APR 3

View Site

View Site

View Site