



# Kane County

1996 S. Kirk Rd Ste 320  
Geneva, IL 60134

## Forest Preserve, Finance and Administration Committee

### Agenda

President Bill Lenert, Chair Rick Williams,  
Vice-Chair Jon Gripe, Gary Daugherty, Mo Iqbal, Leslie Juby, Bill Roth

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**Tuesday, June 24, 2025**

**2:00 PM**

**3rd Floor Board Room**

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- I. Call To Order**  
**Remote Attendance Approval**
- II. Approval of Minutes from May 27, 2025**
- III. Public Comment (Each Speaker is limited to three minutes)**
- IV. New or Unfinished Business**

[TMP-25-770](#) An Ordinance Providing for the Issue and Sale of Not to Exceed \$50,000,000 of General Obligation Limited Tax Bonds for Land Acquisition and Development and for the Levy of Taxes to Pay the Principal of and Interest on Such Bonds.

[TMP-25-763](#) Resolution Authorizing a Four-Year Professional Service Agreement for Legal Counsel Services with Ancel Glink, P.C.

[TMP-25-774](#) Resolution Authorizing the Third Amendment to the Second Amended and Restated Fox Valley Ice Arena Facility License Agreement with Centrum East-West Arenas Venture, LLC.

**V. Bids and Proposals**

[TMP-25-749](#) Resolution Authorizing the Purchase of One (1) Tandem Axle Dump Truck for Use by the Operations Department Through the State of Illinois Procurement Contract

[TMP-25-752](#) Resolution Approving the Bid for the Chassis Cab Upfitting for Three Ford F-450 Trucks

- VI. Closed Session to Discuss Land Acquisition, License Agreements, Potential Litigation and Personnel**
- VII. Communications**
- VIII. Chairman's Comments**

**IX. Adjournment**

**Adjournment until: Tuesday July 29, 2025 at 2:00 p.m. in person at the Forest Preserve District Administration Offices 1996 S. Kirk Road, Suite 320 Geneva, Illinois and via zoom**

**<https://zoom.us/j/6302325980?pwd=aURTSGJoRlVJNDRCcHJXd3dvaVVrUT09>**

**Meeting ID: 630 232 5980 Password: 24680 The Request to Speak Form on the Districts' website must still be completed for guests to speak at the meeting.**

STATE OF ILLINOIS )

SS.

COUNTY OF KANE )

**FP ORDINANCE NO. TMP-25-770**

**AN ORDINANCE PROVIDING FOR THE ISSUE AND SALE OF NOT TO EXCEED \$50,000,000 OF GENERAL OBLIGATION LIMITED TAX BONDS FOR LAND ACQUISITION AND DEVELOPMENT AND FOR THE LEVY OF TAXES TO PAY THE PRINCIPAL OF AND INTEREST ON SUCH BONDS.**

See Attached Ordinance

**ORDINANCE NO. FP-\_\_\_**

AN ORDINANCE providing for the issuance of not to exceed \$50,000,000 General Obligation Limited Tax Bonds of the Forest Preserve District of Kane County, Illinois, for the levy and collection of a direct annual tax for the payment of the principal of and interest on said bonds and for the sale of said bonds to the purchaser thereof.

WHEREAS, the Forest Preserve District of Kane County, Illinois (the “*District*”), was organized and is now operating under the provisions of the Downstate Forest Preserve District Act of the State of Illinois, as amended (the “*Act*”); and

WHEREAS, the Board of Commissioners of the District (the “*Board*”) has determined that it is advisable, necessary and in the best interests of the District that the District acquire land and develop land in and for the District and provide for the payment of the expenses incident thereto (the “*Project*”); and

WHEREAS, the land to be acquired as part of the Project, together with all land heretofore acquired, will not exceed fifty-five thousand (55,000) acres; and

WHEREAS, for the purpose of paying costs of the Project, the Board has further determined that it is necessary to borrow an amount not to exceed \$50,000,000 and issue bonds of the District to evidence the borrowing; and

WHEREAS, pursuant to and in accordance with the provisions of the Bond Issue Notification Act of the State of Illinois, as amended, the President of the Board, on the 27th day of May, 2025, executed an order calling a public hearing (the “*Hearing*”) for the 10th day of June, 2025, concerning the intent of the Board to sell said bonds; and

WHEREAS, notice of the Hearing was given by (i) publication at least once not less than seven (7) nor more than thirty (30) days before the date of the Hearing in the *Daily Herald*, the



same being a newspaper of general circulation in the District, and (ii) posting at least 96 hours before the Hearing a copy of said notice at the principal office of the Board; and

WHEREAS, the Hearing was held on the 10th day of June, 2025, and at the Hearing, the Board explained the reasons for the proposed bond issue and permitted persons desiring to be heard an opportunity to present written or oral testimony within reasonable time limits; and

WHEREAS, the Hearing was finally adjourned on the 10th day of June, 2025; and

WHEREAS, upon the issuance of the bonds now proposed to be issued, the aggregate unpaid indebtedness of the District, including said bonds, will not exceed 2.3%, and the aggregate unpaid indebtedness of the District, including said bonds, issued for the development of forest preserve lands held by the District will not exceed 0.3%, of the assessed value of the taxable property in the District as last determined and equalized; and

WHEREAS, the bonds so authorized shall be issued as limited bonds under the provisions of Section 15.01 of the Local Government Debt Reform Act of the State of Illinois, as amended (the “*Debt Reform Act*”), and as such it is not necessary to submit the proposition of the issuance of said bonds to the voters of the District for approval:

NOW, THEREFORE, Be It Ordained by the Board of Commissioners of the Forest Preserve District of Kane County, Illinois, as follows:

*Section 1. Incorporation of Preambles.* The Board hereby finds that the recitals contained in the preambles to this Ordinance are true, correct and complete, and does incorporate them into this Ordinance by this reference.

*Section 2. Authorization.* It is hereby found and determined that the Board has been authorized by law to borrow an amount not to exceed \$50,000,000 upon the credit of the District and as evidence of such indebtedness to issue bonds of the District to said amount, the proceeds of said bonds to be used for the Project, and that it is necessary to borrow an amount not to exceed

\$50,000,000 of said authorized sum and issue the Bonds in evidence thereof for purpose of paying costs of the Project.

*Section 3. Bond Details.* There be borrowed on the credit of and for and on behalf of the District an amount not to exceed \$50,000,000 for the purpose of providing funds for the payment of the costs of the Project; and that general obligation limited bonds of the District (the “Bonds”) shall be issued to said principal amount and shall be designated “General Obligation Limited Tax Bonds, Series 2025” or with such other series designation as may be appropriate and set forth in the Bond Notification (as hereinafter defined). The Bonds shall be dated such date (not prior to July 1, 2025, and not later than February 1, 2026) as set forth in the Bond Notification, and shall also bear the date of authentication, shall be in fully registered form, shall be in denominations of \$5,000 each or authorized integral multiples thereof (but no single Bond shall represent installments of principal maturing on more than one date), and shall be numbered 1 and upward. The Bonds shall become due and payable serially or be subject to mandatory redemption (subject to prior redemption as hereinafter described) on December 15 of each of the years (not later than 2043), in the amounts and bearing interest at the rates per annum (not exceeding 5.5% per annum) as set forth in the Bond Notification. The Bonds shall bear interest from their date or from the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of the Bonds is paid, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable semi-annually commencing with the first interest payment date as set forth in the Bond Notification, and on June 15 and December 15 of each year thereafter to maturity.

Interest on each Bond shall be paid by check or draft of The Bank of New York Mellon Trust Company, National Association, Chicago, Illinois, as bond registrar and paying agent (the “Bond Registrar”), payable upon presentation in lawful money of the United States of America,

to the person in whose name such Bond is registered at the close of business on the 1st day of the month of the interest payment date. The principal of the Bonds shall be payable in lawful money of the United States of America at the principal corporate trust office of the Bond Registrar.

*Section 4. Execution; Authentication.* The Bonds shall be executed on behalf of the District by the President of the Board, attested by the Secretary of the Board, and countersigned by the Treasurer of the Board, in each case by manual or duly authorized facsimile signature, and shall have impressed or imprinted thereon the District seal or facsimile thereof. In case any officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

All Bonds shall have thereon a certificate of authentication substantially in the form hereinafter set forth, duly executed by the Bond Registrar as authenticating agent of the District for this Bond issue and showing the date of authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Ordinance unless and until such certificate of authentication shall have been duly executed by the Bond Registrar by manual signature, and such certificate of authentication upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Ordinance. The certificate of authentication on any Bond shall be deemed to have been executed by the Bond Registrar if signed by an authorized officer of the Bond Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder.

*Section 5. Registration of Bonds; Persons Treated as Owners.* (a) *General.* The District shall cause books (the “*Bond Register*”) for the registration and for the transfer of the Bonds as provided in this Ordinance to be kept at the principal corporate trust office of the Bond Registrar, which is hereby constituted and appointed the registrar of the District. The District is

authorized to prepare, and the Bond Registrar shall keep custody of, multiple Bond blanks executed by the District for use in the transfer and exchange of Bonds.

Upon surrender for transfer of any Bond at the principal corporate trust office of the Bond Registrar, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Bond Registrar and duly executed by, the registered owner or his or her attorney duly authorized in writing, the District shall execute and the Bond Registrar shall authenticate, date and deliver in the name of the transferee or transferees a new fully registered Bond or Bonds of the same maturity of authorized denominations, for a like aggregate principal amount. Any fully registered Bond or Bonds may be exchanged at said office of the Bond Registrar for a like aggregate principal amount of Bond or Bonds of the same maturity of other authorized denominations. The execution by the District of any fully registered Bond shall constitute full and due authorization of such Bond and the Bond Registrar shall thereby be authorized to authenticate, date and deliver such Bond, *provided, however*, the principal amount of outstanding Bonds of each maturity authenticated by the Bond Registrar shall not exceed the authorized principal amount of Bonds for such maturity less previous retirements.

The Bond Registrar shall not be required to transfer or exchange any Bond during the period beginning at the close of business on the 1st day of the month of any interest payment date on such Bond and ending at the opening of business on such interest payment date, nor to transfer or exchange any Bond after notice calling such Bond for redemption has been mailed, nor during a period of fifteen (15) days next preceding mailing of a notice of redemption of any Bonds.

The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of or interest on any Bond shall be made only to or upon the order of the registered owner thereof or his or her legal

representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

No service charge shall be made for any transfer or exchange of Bonds, but the District or the Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds except in the case of the issuance of a Bond or Bonds for the unredeemed portion of a Bond surrendered for redemption.

(b) *Global Book-Entry System.* The Bonds shall be initially issued in the form of a separate single fully registered Bond for each of the maturities of the Bonds determined as described in Section 3 hereof. Upon initial issuance, the ownership of each such Bond shall be registered in the Bond Register in the name of Cede & Co., or any successor thereto ("*Cede*"), as nominee of The Depository Trust Company, New York, New York, and its successors and assigns ("*DTC*"). All of the outstanding Bonds shall be registered in the Bond Register in the name of Cede, as nominee of DTC, except as hereinafter provided. The President and Secretary of the Board, the chief financial officer of the District and the Bond Registrar are each authorized to execute and deliver, on behalf of the District, such letters to or agreements with DTC as shall be necessary to effectuate such book-entry system (any such letter or agreement being referred to herein as the "*Representation Letter*"), which Representation Letter may provide for the payment of principal of or interest on the Bonds by wire transfer.

With respect to Bonds registered in the Bond Register in the name of Cede, as nominee of DTC, the District and the Bond Registrar shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which DTC holds Bonds from time to time as securities depository (each such broker-dealer, bank or other financial institution being referred to herein as a "*DTC Participant*") or to any person on behalf of whom such a DTC Participant holds

an interest in the Bonds. Without limiting the immediately preceding sentence, the District and the Bond Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register, of any amount with respect to the principal of or interest on the Bonds. The District and the Bond Registrar may treat and consider the person in whose name each Bond is registered in the Bond Register as the holder and absolute owner of such Bond for the purpose of payment of principal and interest with respect to such Bond, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Bond Registrar shall pay all principal of and interest on the Bonds only to or upon the order of the respective registered owners of the Bonds, as shown in the Bond Register, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to payment of the principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner of a Bond as shown in the Bond Register, shall receive a Bond evidencing the obligation of the District to make payments of principal and interest with respect to any Bond. Upon delivery by DTC to the Bond Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede, and subject to the provisions in Section 3 hereof with respect to the payment of interest to the registered owners of Bonds at the close of business on the 1st day of the month of the applicable interest payment date, the name "Cede" in this ordinance shall refer to such new nominee of DTC.

In the event that (i) the District determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter, (ii) the agreement among the District, the Bond Registrar and DTC evidenced by the Representation Letter shall be terminated for any reason or (iii) the District determines that it is in the best interests of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the District shall notify DTC and DTC Participants of the availability through DTC of certificated Bonds and the Bonds shall no longer be restricted to being registered in the Bond Register in the name of Cede, as nominee of DTC. At that time, the District may determine that the Bonds shall be registered in the name of and deposited with such other depository operating a universal book-entry system, as may be acceptable to the District, or such depository's agent or designee, and if the District does not select such alternate universal book-entry system, then the Bonds may be registered in whatever name or names registered owners of Bonds transferring or exchanging Bonds shall designate, in accordance with the provisions of Section 4(a) hereof.

Notwithstanding any other provisions of this ordinance to the contrary, so long as any Bond is registered in the name of Cede, as nominee of DTC, all payments with respect to principal of and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the name provided in the Representation Letter.

*Section 6. Redemption. (a) Optional Redemption.* The Bonds due on and after the date, if any, specified in the Bond Notification shall be subject to redemption prior to maturity at the option of the District from any available funds, as a whole or in part, and if in part in integral multiples of \$5,000 in any order of their maturity as determined by the District (less than all of the Bonds of a single maturity to be selected by the Bond Registrar), on the date specified in the Bond Notification, and on any date thereafter, at the redemption price of par plus accrued interest to the redemption date.

(b) *Mandatory Redemption.* The Bonds maturing on the date or dates, if any, indicated in the Bond Notification shall be subject to mandatory redemption, in integral multiples of \$5,000 selected by lot by the Bond Registrar, at a redemption price of par plus accrued interest to the redemption date on December 15 of the years, if any, and in the principal amounts, if any, as indicated in the Bond Notification.

The principal amounts of Bonds to be mandatorily redeemed in each year may be reduced through the earlier optional redemption thereof, with any partial optional redemptions of such Bonds credited against future mandatory redemption requirements in such order of the mandatory redemption dates as the District may determine. In addition, on or prior to the 60th day preceding any mandatory redemption date, the Bond Registrar may, and if directed by the Board shall, purchase Bonds required to be retired on such mandatory redemption date. Any such Bonds so purchased shall be cancelled and the principal amount thereof shall be credited against the mandatory redemption required on such next mandatory redemption date.

(c) *General.* The Bonds shall be redeemed only in the principal amount of \$5,000 and integral multiples thereof. The District shall, at least forty-five (45) days prior to any optional redemption date (unless a shorter time period shall be satisfactory to the Bond Registrar) notify the Bond Registrar of such redemption date and of the principal amount and maturity or maturities of Bonds to be redeemed. For purposes of any redemption of less than all of the outstanding Bonds of a single maturity, the particular Bonds or portions of Bonds to be redeemed shall be selected by lot by the Bond Registrar from the Bonds of such maturity by such method of lottery as the Bond Registrar shall deem fair and appropriate; *provided* that such lottery shall provide for the selection for redemption of Bonds or portions thereof so that any \$5,000 Bond or \$5,000 portion of a Bond shall be as likely to be called for redemption as any other such \$5,000 Bond or \$5,000 portion. The Bond Registrar shall make such selection upon the earlier of the irrevocable deposit of funds



with an escrow agent sufficient to pay the redemption price of the Bonds to be redeemed or the time of the giving of official notice of redemption.

The Bond Registrar shall promptly notify the District in writing of the Bonds or portions of Bonds selected for redemption and, in the case of any Bond selected for partial redemption, the principal amount thereof to be redeemed.

*Section 7. Redemption Procedure.* Unless waived by any holder of Bonds to be redeemed, notice of the call for any such redemption shall be given by the Bond Registrar on behalf of the District by mailing the redemption notice by first class mail at least thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption to the registered owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such registered owner to the Bond Registrar.

All notices of redemption shall state:

- (1) the redemption date,
- (2) the redemption price,
- (3) if less than all outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed,
- (4) that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date,
- (5) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the principal corporate trust office of the Bond Registrar, and
- (6) such other information then required by custom, practice or industry standard.

Unless moneys sufficient to pay the redemption price of the Bonds to be redeemed shall have been received by the Bond Registrar prior to the giving of such notice of redemption, such

notice may, at the option of the District, state that said redemption shall be conditional upon the receipt of such moneys by the Bond Registrar on or prior to the date fixed for redemption. If such moneys are not received, such notice shall be of no force and effect, the District shall not redeem such Bonds, and the Bond Registrar shall give notice, in the same manner in which the notice of redemption shall have been given, that such moneys were not so received and that such Bonds will not be redeemed. Otherwise, prior to any redemption date, the District shall deposit with the Bond Registrar an amount of money sufficient to pay the redemption price of all the Bonds or portions of Bonds which are to be redeemed on that date.

Subject to the provisions for a conditional redemption described above, notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the District shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be paid by the Bond Registrar at the redemption price. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the registered holder a new Bond or Bonds of the same maturity in the amount of the unpaid principal.

If any Bond or portion of Bond called for redemption shall not be so paid upon surrender thereof for redemption, the principal shall, until paid, bear interest from the redemption date at the rate borne by the Bond or portion of Bond so called for redemption. All Bonds which have been redeemed shall be cancelled and destroyed by the Bond Registrar and shall not be reissued.

*Section 8. Form of Bonds.* The Bonds shall be in substantially the following form; *provided, however,* that if the text of the Bond is to be printed in its entirety on the front side of the Bond, then paragraph [2] and the legend, “See Reverse Side for Additional Provisions”, shall be omitted and paragraph [6] and the paragraphs thereafter, as appropriate, shall be inserted immediately after paragraph [1]:

(Form of Bond - Front Side)

REGISTERED  
NO. \_\_\_\_\_

REGISTERED  
\$ \_\_\_\_\_

**UNITED STATES OF AMERICA  
STATE OF ILLINOIS  
COUNTY OF KANE  
FOREST PRESERVE DISTRICT OF KANE COUNTY  
GENERAL OBLIGATION LIMITED TAX BOND, SERIES 2025**

See Reverse Side for Additional Provisions
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Interest                      Maturity                      Dated  
Rate: \_\_\_\_\_%      Date: December 15, 20\_\_\_\_      Date: \_\_\_\_\_, 2025      CUSIP: 483862 \_\_\_\_\_

Registered Owner:

Principal Amount:

[1]    KNOW ALL PERSONS BY THESE PRESENTS, that the Forest Preserve District of Kane County, Illinois (the “*District*”), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, the Maturity Amount identified above and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the date of this Bond or from the most recent interest payment date to which interest has been paid at the Interest Rate per annum set forth above on June 15 and December 15 of each year, commencing \_\_\_\_\_ 15, 20\_\_\_\_, until said Principal Amount is paid. Principal of this Bond is payable in lawful money of the United States of America upon presentation and surrender hereof at the principal corporate trust office of The Bank of New York Mellon Trust Company, National Association, Chicago, Illinois, as bond registrar and paying agent (the “*Bond Registrar*”). Payment of the installments of interest shall be made to the Registered Owner hereof as shown on the registration books of the District maintained by the Bond Registrar at the close of business on the 1st day of the month of each interest payment date and shall be paid by check or

draft of the Bond Registrar, payable upon presentation in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Bond Registrar.

[2] Reference is hereby made to the further provisions of this Bond set forth on the reverse side hereof, and such further provisions shall for all purposes have the same effect as if set forth at this place.

[3] It is hereby certified and recited that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this Bond did exist, have happened, been done and performed in regular and due form and time as required by law; that the indebtedness of the District, including the issue of bonds of which this is one, does not exceed any limitation imposed by law; and that provision has been made for the collection of a direct annual tax to pay the interest hereon as it falls due and also to pay and discharge the principal hereof at maturity. Although this Bond constitutes a general obligation of the District and no limit exists on the rate of said direct annual tax, the amount of said tax is limited by the provisions of the Property Tax Extension Limitation Law of the State of Illinois, as amended (the "*Law*"). The Law provides that the annual amount of the taxes to be extended to pay the issue of Bonds of which this Bond is one and all other limited bonds (as defined in the Local Government Debt Reform Act of the State of Illinois, as amended) heretofore and hereafter issued by the District shall not exceed the debt service extension base (as defined in the Law) of the District (the "*Base*"), as more fully described in the proceedings of the District providing for the issue of this Bond. Payments on the Bonds from the Base will be made on a parity with the payments on the outstanding limited bonds heretofore issued by the District. The District is authorized to issue from time to time additional limited bonds payable from the Base, as permitted by law, and to determine the lien priority of payments to be made from the Base to pay the District's limited bonds.

[4] This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Bond Registrar.

[5] IN WITNESS WHEREOF, the Forest Preserve District of Kane County, Illinois, by its Board of Commissioners, has caused this Bond to be executed by the President of said Board of Commissioners, attested by the Secretary of said Board of Commissioners, and countersigned by the Treasurer of said Board of Commissioners, each by manual or duly authorized facsimile signature, and its corporate seal or a facsimile thereof to be impressed or reproduced hereon, all as appearing hereon and as of the Dated Date shown above.

\_\_\_\_\_  
President, Board of Commissioners,  
Forest Preserve District of  
Kane County, Illinois

[SEAL]

Attest:

\_\_\_\_\_  
Secretary, Board of Commissioners,  
Forest Preserve District of  
Kane County, Illinois

Countersigned:

\_\_\_\_\_  
Treasurer, Board of Commissioners,  
Forest Preserve District of  
Kane County, Illinois

Date of Authentication: \_\_\_\_\_, 2025

CERTIFICATE  
OF  
AUTHENTICATION

Bond Registrar and Paying Agent:  
The Bank of New York Mellon Trust  
Company, National Association,  
Chicago, Illinois

This Bond is one of the Bonds described in the within mentioned ordinance and is one of the General Obligation Limited Tax Bonds, Series 2025, of the Forest Preserve District of Kane County, Illinois.

THE BANK OF NEW YORK MELLON TRUST  
COMPANY, NATIONAL ASSOCIATION,  
as Bond Registrar

By \_\_\_\_\_  
Authorized Officer

(Form of Bond - Reverse Side)

**FOREST PRESERVE DISTRICT OF KANE COUNTY, ILLINOIS**

**GENERAL OBLIGATION LIMITED TAX BOND, SERIES 2025**

[6] This Bond is one of a series of bonds issued by the District for the purpose of acquiring land and developing land in and for the District and for the payment of the expenses incident thereto pursuant to and in all respects in compliance with and as authorized by the provisions of the Downstate Forest Preserve District Act of the State of Illinois and the Local Government Debt Reform Act of the State of Illinois, and all laws amendatory thereof and supplementary thereto, and is authorized by an ordinance duly and properly adopted by the Board of Commissioners of the District, all as provided by law.

[7] [Optional and mandatory redemption provisions, as applicable, will be inserted here].

[8] This Bond is transferable by the Registered Owner hereof in person or by his or her attorney duly authorized in writing at the principal corporate trust office of the Bond Registrar in Chicago, Illinois, but only in the manner, subject to the limitations and upon payment of the charges provided in the authorizing ordinance, and upon surrender and cancellation of this Bond. Upon such transfer, a new Bond or Bonds of authorized denominations of the same maturity and for the same aggregate principal amount will be issued to the transferee in exchange therefor.

[9] The Bonds are issued in fully registered form in the denomination of \$5,000 each or authorized integral multiples thereof. This Bond may be exchanged at the principal corporate trust office of the Bond Registrar for a like aggregate principal amount of Bonds of the same maturity of other authorized denominations, upon the terms set forth in the authorizing ordinance. The Bond Registrar shall not be required to transfer or exchange any Bond during the period beginning at the close of business on the 1st day of the month of any interest payment date on such Bond and ending at the opening of business on such interest payment date, nor to transfer or exchange any Bond after notice calling such Bond for redemption has been mailed, nor during a period of fifteen (15) days next preceding mailing of a notice of redemption of any Bonds.

[10] The District and the Bond Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes and neither the District nor the Bond Registrar shall be affected by any notice to the contrary.



## ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto \_\_\_\_\_

\_\_\_\_\_  
(Name and Address of Assignee)

the within Bond, and rights thereunder, and does hereby irrevocably constitute and appoint \_\_\_\_\_, attorney to transfer the said Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature guaranteed: \_\_\_\_\_

NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

*Section 9. Sale of Bonds.* The President of the Board and the Director of Finance of the District (together, the “*Designated Representatives*”) are hereby authorized to proceed not later than the 8th day of January, 2026, without any further authorization or direction from the Board, to sell the Bonds upon the terms as prescribed in this Ordinance. The Bonds hereby authorized shall be executed as in this Ordinance provided as soon after the delivery of the Bond Notification as may be, and thereupon be deposited with the Treasurer of the Board, and, after authentication thereof by the Bond Registrar, be by said Treasurer delivered to the purchaser thereof (the “*Purchaser*”), upon receipt of the purchase price therefor, the same being not less than 96.0% of the principal amount of the Bonds, plus accrued interest, if any, to date of delivery. The Purchaser shall be the best bidder for the Bonds at a competitive sale conducted by the District’s independent municipal advisor, Speer Financial, Inc., Chicago, Illinois (“*Speer*”).

Prior to the sale of the Bonds, each of the President of the Board and the Director of Finance of the District is hereby authorized to approve and execute a commitment for the purchase of a Municipal Bond Insurance Policy (as hereinafter defined), to further secure all or a portion of the

Bonds, as long as the present value of the fee to be paid for the Municipal Bond Insurance Policy (using as a discount rate the expected yield on said Bonds treating the fee paid as interest on said Bonds) is less than the present value of the interest reasonably expected to be saved on said Bonds over the term of said Bonds as a result of the Municipal Bond Insurance Policy.

Upon the sale of the Bonds, the Designated Representatives shall prepare a Notification of Sale of the Bonds, which shall include the pertinent details of sale as provided herein (the “*Bond Notification*”). In the Bond Notification, the Designated Representatives shall find and determine that the Bonds have been sold at such price and bear interest at such rates that either the true interest cost (yield) or the net interest rate received upon the sale of the Bonds does not exceed the maximum rate otherwise authorized by applicable law. The Bond Notification shall be entered into the records of the District and made available to the Board at the next regular meeting thereof; but such action shall be for information purposes only, and the Board shall have no right or authority at such time to approve or reject such sale as evidenced in the Bond Notification.

Upon the sale of the Bonds, as evidenced by the execution and delivery of the Bond Notification by the Designated Representatives, the President, Secretary and Treasurer of the Board, the Director of Finance of the District and any other officers of the District, as shall be appropriate, shall be and are hereby authorized and directed to approve or execute, or both, such documents of sale of the Bonds as may be necessary, including, without limitation, the contract for the sale of said Bonds between the District and the Purchaser thereof (the “*Purchase Contract*”). As used herein, Purchase Contract means the “Official Notice of Sale” and accompanying “Official Bid Form” prepared by Speer and related to the Bonds, upon acceptance by the District after receipt of bids at competitive offering. Prior to the execution and delivery of the Purchase Contract, the Designated Representatives shall find and determine that no person holding any office of the District, either by election or appointment, is in any manner financially

interested directly in his or her own name or indirectly in the name of any other person, association, trust or corporation, in the Purchase Contract.

The use by a Purchaser of any Preliminary Official Statement and any final Official Statement relating to the Bonds (the "*Official Statement*") is hereby ratified, approved and authorized; the execution and delivery of the Official Statement is hereby authorized; and the officers of the Board are hereby authorized to take any action as may be required on the part of the District to consummate the transactions contemplated by the Purchase Contract, this Ordinance, said Preliminary Official Statement, the Official Statement and the Bonds.

*Section 10. Tax Levy.* For the purpose of providing funds required to pay the interest on the Bonds promptly when and as the same falls due, and to pay and discharge the principal thereof at maturity, there shall be and there is hereby levied upon all of the taxable property within the District, a direct annual tax for that purpose, and there shall be and there is hereby levied on all of the taxable property in the District, in addition to all other taxes, the following direct annual tax, to-wit:

FOR THE YEAR	A TAX TO PRODUCE THE SUM OF:	
2025	\$4,897,606.19	for interest and principal
2026	\$4,897,606.19	for interest and principal
2027	\$4,897,606.19	for interest and principal
2028	\$4,897,606.19	for interest and principal
2029	\$4,897,606.19	for interest and principal
2030	\$4,897,606.19	for interest and principal
2031	\$4,897,606.19	for interest and principal
2032	\$4,897,606.19	for interest and principal
2033	\$4,897,606.19	for interest and principal
2034	\$4,897,606.19	for interest and principal
2035	\$4,897,606.19	for interest and principal
2036	\$4,897,606.19	for interest and principal
2037	\$4,897,606.19	for interest and principal
2038	\$4,897,606.19	for interest and principal
2039	\$4,897,606.19	for interest and principal
2040	\$4,897,606.19	for interest and principal
2041	\$4,897,606.19	for interest and principal
2042	\$4,897,606.19	for interest and principal

Principal or interest maturing at any time when there are not sufficient funds on hand from the foregoing tax levy to pay the same shall be paid from the general funds of the District, and the fund from which such payment was made shall be reimbursed out of the taxes hereby levied when the same shall be collected.

The District covenants and agrees with the purchasers and the holders of the Bonds that so long as any of the Bonds remain outstanding, the District will take no action or fail to take any action which in any way would adversely affect the ability of the District to levy and collect the foregoing tax levy and the District and its officers will comply with all present and future applicable laws in order to assure that the foregoing taxes will be levied, extended and collected as provided herein and deposited in the fund established to pay the principal of and interest on the Bonds.

To the extent that the taxes levied above exceed the amount necessary to pay debt service on the Bonds as set forth in the Bond Notification, the President, Secretary and Treasurer of the

Board are hereby authorized to direct the abatement of such taxes to the extent of the excess of such levy in each year over the amount necessary to pay debt service on the Bonds in the following bond year. Proper notice of such abatement shall be filed with the County Clerk of The County of Kane, Illinois (the "*County Clerk*"), in a timely manner to effect such abatement.

*Section 11. Filing of Ordinance.* Forthwith upon the passage of this Ordinance, a copy hereof, certified to by the Secretary of the Board, which certificate shall recite that this Ordinance has been passed by the Board, shall be filed with the County Clerk. The County Clerk shall, in and for each of the years 2025 to 2042, inclusive, ascertain the rate per cent required to produce the aggregate tax hereinbefore provided to be levied in each of said years, and this Ordinance shall constitute authority for the County Clerk to extend the same for collection on the tax books against all of the taxable property situated within the District in connection with other taxes levied in each of said years, respectively, in and by the District for general corporate purposes of the District. In each of said years, such annual tax herein levied shall be collected by the District in like manner as taxes for general corporate purposes for each of said years are levied and collected, and in addition to and in excess of all other taxes, and when collected such taxes shall be placed to the credit of a special fund to be designated "Bond and Interest Fund of 2025" (the "*Bond Fund*"), which taxes are hereby irrevocably pledged to and shall be used only for the purpose of paying the principal of and interest on the Bonds.

*Section 12. Limitation on Extension; General Obligation Pledge; Additional Obligations.* Notwithstanding any other provision of this Ordinance, the annual amount of the taxes to be extended by the County Clerk to pay the Bonds and all other limited bonds (as defined in the Debt Reform Act) heretofore and hereafter issued by the District shall not exceed the debt service extension base (as defined in the Property Tax Extension Limitation Law of the State of Illinois, as amended) of the District (the "*Base*").

No limit, however, exists on the rate of the direct annual tax levied herein, and the Bonds shall constitute a general obligation of the District.

Payments on the Bonds from the Base will be made on a parity with the payments on the District's outstanding General Obligation Limited Tax Refunding Bonds, Series 2015A, and General Obligation Limited Tax Refunding Bonds, Series 2016A. The District is authorized to issue from time to time additional limited bonds payable from the Base, as permitted by law, and to determine the lien priority of payments to be made from the Base to pay the District's limited bonds.

*Section 13. Use of Bond Proceeds.* Accrued interest received on the delivery of the Bonds, if any, and sale proceeds of the Bonds, if any, as set forth in the Bond Notification, are hereby appropriated to pay first interest due on the Bonds and are hereby ordered deposited into the Bond Fund at closing. The remaining sale proceeds of the Bonds are hereby appropriated to pay the costs of issuance of the Bonds and the Project, and that portion thereof not needed to pay such costs of issuance is hereby ordered deposited into the "General Obligation Limited Tax Bonds, Series 2025 – Project Fund" of the District (the "*Project Fund*"), which is hereby created. The District and the Board hereby covenant that all of the proceeds of the Bonds shall be used in strict compliance with all of the requirements of the Act. At the time of the issuance of the Bonds, the costs of issuance of the Bonds may be paid by the Purchaser on behalf of the District from the proceeds of the Bonds.

*Section 14. Non-Arbitrage and Tax-Exemption.* The District hereby covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Bonds) if taking, permitting or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the Internal Revenue Code of 1986,

as amended (the “Code”), or would otherwise cause the interest on the Bonds to be included in the gross income of the recipients thereof for federal income tax purposes. The District acknowledges that, in the event of an examination by the Internal Revenue Service of the exemption from federal income taxation for interest paid on the Bonds, under present rules, the District is treated as the “taxpayer” in such examination and agrees that it will respond in a commercially reasonable manner to any inquiries from the Internal Revenue Service in connection with such an examination.

The District also agrees and covenants with the purchasers and holders of the Bonds from time to time outstanding that, to the extent possible under Illinois law, it will comply with whatever federal tax law is adopted in the future which applies to the Bonds and affects the tax-exempt status of the Bonds.

The Board hereby authorizes the officials of the District responsible for issuing the Bonds, the same being the President, Secretary and Treasurer of the Board, to make such further covenants and certifications as may be necessary to assure that the use thereof will not cause the Bonds to be arbitrage bonds and to assure that the interest on the Bonds will be exempt from federal income taxation. In connection therewith, the District and the Board further agree: (a) through their officers, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (b) to consult with counsel approving the Bonds and to comply with such advice as may be given; (c) to pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Bonds; (d) to file such forms, statements, and supporting documents as may be required and in a timely manner; and (e) if deemed necessary or advisable by their officers, to employ and pay fiscal agents, financial advisors, attorneys, and other persons to assist the District in such compliance.

*Section 15. Registered Form.* The District recognizes that Section 149(a) of the Code requires the Bonds to be issued and to remain in fully registered form in order that interest thereon be exempt from federal income taxation under laws in force at the time the Bonds are delivered. In this connection, the District agrees that it will not take any action to permit the Bonds to be issued in, or converted into, bearer or coupon form.

*Section 16. List of Bondholders.* The Bond Registrar shall maintain a list of the names and addresses of the holders of all Bonds and upon any transfer shall add the name and address of the new Bondholder and eliminate the name and address of the transferor Bondholder.

*Section 17. Duties of Bond Registrar.* If requested by the Bond Registrar, the President and Secretary of the Board are authorized to execute the Bond Registrar's standard form of agreement between the District and the Bond Registrar with respect to the obligations and duties of the Bond Registrar hereunder which may include the duties listed as follows:

- (a) to act as bond registrar, authenticating agent, paying agent and transfer agent as provided herein;
- (b) to maintain a list of Bondholders as set forth herein and to furnish such list to the District upon request, but otherwise to keep such list confidential;
- (c) to give notice of redemption of Bonds as provided herein;
- (d) to cancel and/or destroy Bonds which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer;
- (e) to furnish the District at least annually a certificate with respect to Bonds cancelled and/or destroyed; and
- (f) to furnish the District at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds.

*Section 18. Continuing Disclosure Undertaking.* The President of the Board is hereby authorized, empowered and directed to execute and deliver a Continuing Disclosure Undertaking (the "*Continuing Disclosure Undertaking*") in connection with the issuance of the Bonds, with



such provisions therein as he shall approve, his execution thereof to constitute conclusive evidence of his approval of such provisions. When the Continuing Disclosure Undertaking is executed and delivered on behalf of the District as herein provided, the Continuing Disclosure Undertaking will be binding on the District and the officers, employees and agents of the District, and the officers, employees and agents of the District are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Continuing Disclosure Undertaking as executed. Notwithstanding any other provision of this Ordinance, the sole remedies for failure to comply with the Continuing Disclosure Undertaking shall be the ability of the beneficial owner of any Bond to seek mandamus or specific performance by court order, to cause the District to comply with its obligations under the Continuing Disclosure Undertaking.

*Section 19. Acquisition and Development.* It is hereby found and determined that all lands heretofore acquired by the District and the lands proposed to be acquired from the proceeds of the Bonds will not exceed fifty-five thousand (55,000) acres.

*Section 20. Record-Keeping Policy and Post-Issuance Compliance Matters.* On November 10, 2015, the Board adopted a record-keeping policy (the “Policy”) in order to maintain sufficient records to demonstrate compliance with its covenants and expectations to ensure the appropriate federal tax status for the debt obligations of the District, the interest on which is excludable from “gross income” for federal income tax purposes (such as the Bonds) or which enable the District or the holder to receive federal tax benefits, including, but not limited to, qualified tax credit bonds and other specified tax credit bonds. The Board and the District hereby reaffirm the Policy, as amended.

*Section 21. Severability.* If any section, paragraph or provision of this Ordinance shall be held to be invalid or enforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

*Section 22. Repeal.* All ordinances, resolutions or parts thereof in conflict herewith be and the same are hereby repealed.

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*Section 23. Effective Date.* This Ordinance shall be in full force and effect upon its passage and approval as provided by law.

Adopted July 8, 2025.

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President, Board of Commissioners

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Secretary, Board of Commissioners

SS.

COUNTY OF KANE )

**FP RESOLUTION NO. TMP-25-763**

**RESOLUTION AUTHORIZING A FOUR-YEAR PROFESSIONAL SERVICE AGREEMENT FOR LEGAL COUNSEL SERVICES WITH ANCEL GLINK, P.C.**

WHEREAS, the Forest Preserve District of Kane County, Illinois, recognizes the need for legal representation and advice in connection with its operations and affairs; and

WHEREAS, the Organization Ordinance of the Forest Preserve District of Kane County authorizes the President to appoint attorneys and special attorneys to represent the District when deemed necessary; and

WHEREAS, the President has determined that it is reasonable, necessary, and desirable to appoint Ancel Glink, P.C. (Ancel Glink) as general legal counsel for a period of four (4) years for the Forest Preserve District of Kane County; and

WHEREAS, for fiscal years 2026 and 2027, Ancel Glink's retainer fee will be \$3,000 per month. The monthly retainer fee will increase by 5% each subsequent fiscal year to: \$3,150 per month in fiscal year 2028, and \$3,307.50 per month in fiscal year 2029, per Exhibit A.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Forest Preserve District of Kane County, Illinois, that the contract proposal from Ancel Glink, P.C. of Chicago, Illinois, effective for fiscal year 2026 through fiscal year 2029 for engagement of general legal counsel professional services, be, and hereby is approved.

APPROVED AND PASSED on this 8th day of July 2025.

Bill Lenert  
President, Kane Forest Preserve  
Kane County, Illinois

Mohammad Iqbal  
Secretary, Kane Forest Preserve  
Kane County, Illinois



# AGENDA MEMORANDUM

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**DATE:** June 24, 2025

**TO:** Forest Preserve District Finance & Administration Committee

**FROM:** Benjamin Haberthur, Executive Director  
David Petschke, Finance Director

**SUBJECT:** Engagement of General Legal Counsel services with Ancel Glink P.C.

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## **PURPOSE:**

The purpose of this memorandum is to provide the Committee with a proposal from Ancel Glink P.C. to provide general legal counsel services to the District.

## **BACKGROUND:**

Kinnally Flaherty Krentz Loran Hodge & Masur P.C. has been the District's general legal counsel since 1991.

The District issued a Request for Proposals (RFP) for general legal counsel at the direction of the board in May 2025. There were seven qualified respondents to the RFP. Staff selected the top three firms from those respondents, and interviewed them to determine the most qualified based upon related experience, qualifications, firm approach and the proposed pricing that best fit the District's needs.

Ancel Glink P.C. was the firm that was rated highest among the very qualified pool of respondents. They currently have 45 attorneys and have a long history of successful and innovative work on behalf of forest preserve districts, park districts, and other governmental bodies. The firm concentrates on the representation of units of government, and they have the depth and breadth of experience among their attorneys serving those agencies. In conjunction with the Illinois Association of Park Districts, they also assist in the pursuit of new legislation for the benefit of their clients. The firm also has a focus on educating both local government officials and employees by providing customized training courses, a blog that they call the "Municipal Minute" and an electronic newsletter called "Ancel Glink Today".

The proposal from Ancel Glink excludes "specialty" representation such as litigation and collective bargaining. If the District utilized representation for any of these services it would be billed in quarter-hour increments at a rate of:

- \$300 per hour for Partners and Sr. Counsel
- \$250 per hour for Associates
- \$125 per hour for Paralegals

## **FINANCIAL IMPACT:**

Last year, the District paid a total of \$111,396 in annual general counsel legal retainer fees. This amount included all legal matters for the District. The total fee included in the proposal by Ancel Glink is \$36,000 for

general counsel matters, plus reimbursement of out-of-pocket expenses estimated to be less than \$1,200 per year. Even though this engagement excludes legal representation such as litigation and collective bargaining, the District believes that the savings in legal retainer fees will allow the District to engage Ancel Glink as needed on an hourly basis, and still align with the budget approved by the board. Ancel Glink P.C. agreed to hold this retainer at the same cost through June 30, 2027, to align with the District's fiscal year.

**RECOMMENDATION:**

Staff recommends the Commission approve the engagement for legal services with Ancel Glink P.C. of Chicago, Illinois.

**ATTACHMENTS:**

*Engagement Letter*

*Scope of Services*



A Professional Corporation  
1979 N. Mill Street, Suite 207  
Naperville, IL 60563  
www.ancelglink.com

Derke J. Price  
dprice@ancelglink.com  
(P) 630.596.4612  
(F) 630.596.4611

June 16, 2025

Bill Lenert, President  
Forest Preserve District of Kane County  
1996 S. Kirk Road  
Suite 320  
Geneva, IL 60134

**Re: Forest Preserve District of Kane County / Engagement Letter for Attorney Services / RFP-FP-01-2526**

Dear President Lenert:

Ancel Glink is honored and greatly appreciates the opportunity to provide legal counsel to the Forest Preserve District of Kane County. This letter will serve to memorialize the terms of our engagement so we all have a clear understanding of our relationship:

**1. Client; Scope of Representation.** Our client in this matter will be the Forest Preserve District of Kane County (the “District”). The scope of our engagement will be to represent the District relative to all general corporate matters as directed by the District (the general corporate work is described in the 18 items listed in the Request For Proposal document). We will also be available to assist the not-for-profit foundation that supports the mission of the Kane County Forest Preserve. The District may limit or expand the scope of our representation from time to time. For example, we are also prepared to represent the District in litigation matters and/or in specialty labor negotiations as they may be assigned by the District.

**2. Term of Engagement.** Either Party may terminate the engagement at any time for any reason by written notice, subject on Ancel Glink’s part to applicable rules of professional responsibility. Following such termination, any otherwise non-public information the District has supplied to the firm which is retained by us will be kept confidential in accordance with applicable rules of professional responsibility. If, upon such termination, the District wishes to have any documents delivered to its offices, please advise us. Otherwise, all such documents will be transferred to the person responsible for administering our records retention program. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any such documents retained by us, absent contrary instructions from you. Ancel Glink maintains professional malpractice and liability insurance with primary limits of \$5,000,000 for each claim and in the aggregate, and excess limits up to an additional \$10,000,000. Ancel Glink will maintain these policies at all times while serving as the District Attorney.

**3. Key Personnel.** I will lead our team, serve as the primary point of contact, and be responsible for overseeing all District legal work. Partner Megan Mack and Senior Counsel Kevin Sterk will also work with the District and serve with me on District matters. All of our other attorneys will be available on an as-needed basis to assist--particularly where their experience and

June 16, 2025

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expertise is best-suited for a particular legal matter. I, Megan or Kevin will be available to attend all regular and special meetings of the District and its committees.

**4. Fees and Expenses.** We will perform general corporate work for you for a monthly flat rate invoice equal to \$3,000 (\$36,000 per year) and our annual out-of-pocket costs incurred directly by Ancel Glink (such as for courier services) will be itemized on the invoice for such corporate work. General corporate work includes the 18 items set forth in the Request for Proposals and out-of-pocket expenses will be no more than \$1,200 annually. Invoices paid in advance by Ancel Glink to third parties for expenses of the District (such as for title work, professional surveying work, litigation support, court reporters, etc.) will be billed to the District without mark-up (and are not included in the \$1,200 per year limit). We may ask you to pay or reimburse certain vendors directly.

These rates will not be increased through 6/30/27. The inflation rate of 5% for fiscal year 2028 will be a monthly flat rate invoice equal to \$3,150 (\$37,800 per year) and for fiscal year 2029 will be a monthly flat rate invoice equal to \$3,307.50 (\$39,690 per year).

Our fees for work outside of the monthly flat rate—such as for litigation (including eminent domain matters (even though eminent domain was listed in the RFP with general real estate work, eminent domain is a specialty service) and collective bargaining—are determined based on time spent providing services to the District by our professional staff at each person’s applicable hourly billing rate. Our schedule of hourly billing rates is based upon years of experience, specialization and training and practice, and level of professional attainment. The rates that will apply to our work are as follows:

- Partners/Sr. Counsel/Of Counsel: \$300 / hour
- Associates: \$250 / hour
- Paralegals: \$125 / hour

The District will be responsible for the fees of any experts who may be hired to assist in this engagement. We will, of course, consult with you before the hiring of any experts.

On our invoices, all of our time and expenses are fully itemized and documented. Our time is billed in quarter-hour increments. Each monthly bill for services includes the initials of the individual performing the assigned task, the date on which the work was performed, a description of the work and the amount of time spent completing the assignment.



ANCEL GLINK

June 16, 2025

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We are so pleased to have this opportunity to be of service to the District. If you are in agreement with the above, please sign this letter in the space provided below and return it to the undersigned.

Sincerely yours,



Derke J. Price

**ACCEPTED:**

\_\_\_\_\_  
Forest Preserve District of Kane County

\_\_\_\_\_  
Bill Lenert, President

Date: \_\_\_\_\_, 2025

4901-6593-2366, v. 1

## **SCOPE OF WORK TO BE PERFORMED**

The District is seeking interest for qualified legal counsel for a four (4) year term with three (3) additional option years. This RFP details many of the specific areas where legal counsel is required, but any other legal representation not specifically detailed in this document will also be required of the selected firm as a part of the engagement.

The selected firm is to provide legal advice to District President, District Board, District Executive Director and staff (and certain commissions and subsidiary boards as requested) with respect to the following matters and perform the following duties:

1. Serve as general counsel to the District, including the District President, District Board, and all other District officials; and to various boards and commissions of the District as requested.
2. Provide the District President, District Board, and District Executive Director a legal perspective and advice on various government issues. Maintain communications and participate at meetings in person as well as on conference calls with the District's Executive Director.
3. Prepare and review routine ordinances, resolutions, and review related agenda material for action by the District Board, Review budget documents and resolutions prepared by operating departments.
4. Review and/or draft contracts, in whole or in part, and activities incidental thereto, proposed to be entered into by the District, including but not limited to, real estate transactions, intergovernmental agreements, annexation agreements, development agreements, economic incentive agreements, bid specifications and construction contracts, public improvement completion agreements with owners and developers and related security therefor, professional services, purchasing, service or product contracts, software contracts and the preparation of request for proposals and any resolutions waiving any public bidding requirements, as requested. May assist in the negotiation of such contracts as requested.
5. Represent the District in all general corporate legal matters to ensure compliance with the requirements of FOIA, the Open Meetings Act, and conflict of interest laws and ordinances.
6. Represent the District in all real estate transactions, including the sale or lease of District owned property to other governmental entities or third parties, and the acquisition or lease of real estate by the District, including by eminent domain.
7. Represent and advise the District on all financial matters affecting the District and review all:
  - District bond ordinances and related documents, and serve along with Chapman & Cutler, the current bond counsel for issuance of District bonds.
  - Governmental loans documents.
  - Governmental grant documents.
  - Truth in taxation hearings and all other legal requirements.
8. Review and draft comprehensive District Purchasing amendments as needed and requested by the Executive Director and Director of Finance.
9. Work with and provide legal advice to the Planning and Land Protection Department and the Finance Department, assist in the drafting of or review of staff drafted ordinances pertaining to annexation and zoning, land use and development related ordinances, including:

- Rezoning of property
- Text Amendments
- Variations
- Special use permits
- Site plan review
- Planned developments
- Planned unit developments
- Annexation of property
- Subdivisions of property and related matters
- Review and representation for land acquisition matters/closings

10. Work with and provide legal advice to the Public Safety Department and Planning and Land Protection Department on the enforcement of all violations of the Forest Preserve District, including local adjudication and/or filing of actions in the applicable Circuit Court.

11. Provide legal advice on and oversee licensing and enforcement of license violations, including suspension and revocations of such licenses. Must also provide legal review and representation for encroachment issues on District property.

12. Oversee and monitor all pending litigation handled by attorneys assigned and retained by PDRMA or outside insurance carriers.

13. Apprise the District on all new Federal, State, and County legislation affecting the District.

14. Periodically review and apprise the Executive Director on the need or advisability to amend the Forest Preserve District's Ordinance. Draft amendments to said provisions of the Forest Preserve District as directed by the Executive Director, and apprise the Corporate Authorities on any such amendments.

15. Advise elected and appointed officials, and District staff on legal matters affecting the District, including preparing written legal opinions at the request of the District's Board of Commissioners and Executive Director.

16. Represent and provide legal advice to the Forest Preserve Commissioners.

17. In person attendance is mandatory at all regular and special meetings of the District's Commission Board, and serve as parliamentarian at said meetings. The Committee/Commission meeting cycle is typically scheduled as follows: Finance & Administration Committee (fourth Tuesday of each month); Land Acquisition Committee and Planning & Utilization Committee (each on the fourth Thursday of each month); Executive Committee (first Thursday of each month); Full Commission (second Tuesday of each month). A schedule of Meetings will be attached as "Schedule A" to illustrate all of the meetings approved by the Board. There may also be special full commission board meetings scheduled as needed for time sensitive resolutions that need to be passed.

18. The Forest Preserve District are considering qualified attorneys or law firms to provide general counsel services in some or all of the practice areas described below.

- Contract law
- Employment law
- Planning and zoning
- Business regulation

- Economic development/finance
- Civil rights
- Criminal law
- Labor Law
- Ethics/conflicts of interest
- Corporate transactional law
- Real estate
- Government grants and contracts
- General business operations
- Telecommunications law
- Utility franchise agreements

SS.

COUNTY OF KANE )

**FP RESOLUTION NO. TMP-25-774**

**RESOLUTION AUTHORIZING THE THIRD AMENDMENT TO THE SECOND  
AMENDED AND RESTATED FOX VALLEY ICE ARENA FACILITY LICENSE  
AGREEMENT WITH CENTRUM EAST-WEST ARENAS VENTURE, LLC.**

WHEREAS, it is deemed necessary and desirable to amend and restate the license agreement between the Forest Preserve District of Kane County (licensor) and Centrum East-West Arenas Venture LLC (licensee); and

WHEREAS, Centrum East-West Arenas Venture LLC (Centrum) is seeking to amend Section 3.01 to hereby eliminate the second, third and fourth sentences thereof, which reference the obligation of Licensee to deliver to Licensor an irrevocable standby letter of credit, for security for the payment of annual License Fees, and to instead insert in lieu of such second, third, and fourth sentences, the following:

- “Licensee shall deposit a personal guaranty of Timothy E. Weilandt personally and individually guaranteeing all obligations of Licensee hereunder in an amount of up to Seven Hundred Fifty Thousand Dollars (\$750,000.00) in the form attached hereto as Exhibit 1.”

WHEREAS, all other provisions in Section 3.01 shall remain unmodified by the foregoing; and

WHEREAS, In all other respects and except as expressly provided above and in the Exhibits attached hereto, the License Agreement, as previously amended, shall remain in full force and effect. To the extent a conflict arises or exists between this Third Amendment and the original License Agreement, as previously amended, the terms of this Third Amendment shall control.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Forest Preserve District of Kane County that the President and Secretary of the District be, and hereby are, authorized to execute and deliver on behalf of the District said Third Amendment to the Second Amended and Restated License Agreement with Centrum East-West Arenas Venture, LLC. attached hereto and made a part hereof as Exhibit 1.

APPROVED AND PASSED on this 8th day of July, 2025.

Bill Lenert  
President, Kane Forest Preserve  
Kane County, Illinois

Mohammad Iqbal  
Secretary, Kane Forest Preserve  
Kane County, Illinois



# AGENDA MEMORANDUM

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**DATE:** June 24, 2025

**TO:** Forest Preserve District Finance and Administration Committee

**FROM:** Benjamin Haberthur, Executive Director  
David Petschke, Director of Finance

**SUBJECT:** Presentation for Approval of a Third Amendment to the Fox Valley Ice Arena Facility License Agreement to Authorize a Personal Guaranty from Timothy E. Weilandt

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## **PURPOSE:**

The purpose of this memorandum is to provide the Committee with information to consider the third amendment to the Fox Valley Ice Arena (FVIA) Facility License Agreement with Centrum East-West Arenas Venture, LLC (Centrum.) This third amendment is being presented to eliminate the requirement of a seven hundred fifty thousand (\$750,000) irrevocable letter of credit (LOC) from Centrum and replace it with a personal guaranty in the same amount from Timothy E. Weilandt.

## **BACKGROUND:**

Timothy Weilandt, FVIA operator/principal with Centrum, has requested that the Forest Preserve District of Kane County (District) consider amending the current license agreement to eliminate the requirement of a LOC and instead allow for a personal guaranty from him in an equal amount of \$750,000. The current agreement with Centrum for operating the FVIA has been in place since October 1, 2008. The LOC was originally required as a promise of payment from Centrum's bank for lease payments owed to the District. This was especially important as Centrum was investing in various capital improvements to the FVIA.

Since the inception of the license agreement, Centrum has proven to be reliable in making their monthly payments to the District, while also continuing to invest in the capital needed to maintain and improve the Fox Valley Ice Arena. A list of recent improvements to the FVIA by Centrum between 2021-2025 are attached in Exhibit 3. Those improvements to the Fox Valley Ice Arena total \$3.45 million dollars and illustrate the continued investment into the operations of the FVIA.

The District has a precedence of holding a personal guaranty in lieu of a letter of credit with other license agreements. This allows the business increased access to funding, while still providing a personal guaranty that the business owner will be personally liable for payments up to the amount listed in the agreement with the District. The District's legal counsel met with Timothy Weilandt to review his assets, and verified that there were bank accounts with cash and cash equivalents more than sufficient enough

to cover the personal guaranty requirement of \$750,000, as required in the proposed amendment.

**RECOMMENDATION:**

Staff recommends the Committee approve the third amendment to the Fox Valley Ice Arena Facility License Agreement, allowing for the elimination of an irrevocable letter of credit and allowing for a \$750,000 personal guaranty from Timothy E. Weilandt.

**ATTACHMENTS:**

*Exhibit 1: Third Amendment to Fox Valley Ice Arena Facility License Agreement*

*Exhibit 2: Personal Guaranty between the District and Timothy E. Weilandt*

*Exhibit 3: Centrum Capital Improvements between 2021-2025*

**THIRD AMENDMENT TO  
FOX VALLEY ICE ARENA FACILITY  
LICENSE AGREEMENT**

This Third Amendment (hereinafter, the “Third Amendment”) to the Fox Valley Ice Arena Facility License Agreement dated October 1, 2008 and as amended by the First Amendment to the Fox Valley Ice Arena Facility License Agreement dated October 14, 2009 and the Second Amendment to the Fox Valley Ice Arena Facility License dated March 8, 2022 (collectively, the AAgreement@) is made this 8th day of July, 2025, by and between **THE FOREST PRESERVE DISTRICT OF KANE COUNTY**, a municipal corporation (hereinafter referred to as ALicensors@) and **CENTRUM EAST-WEST ARENAS VENTURE, L.L.C.**, an Illinois limited liability company (hereinafter referred to as ALicensee@). For these purposes, all defined terms used in the License Agreement shall have the same meaning when appearing herein, except as may be expressly limited or conditioned by the terms herein set forth with respect to same.

Whereas, the parties have discussed the substitution of a personal guarantee by Timothy E. Weilandt in exchange for the elimination of the current obligation under Section 3.01 of the License Agreement which requires a Seven Hundred Fifty Thousand Dollar (\$750,000.00) irrevocable standby letter of credit as security for the license payments due to the Licensors from the Licensee under the License Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, receipt of which is hereby acknowledged, the Licensors and Licensee agree to the following terms of this Third Amendment, effective as of the 8<sup>th</sup> day of July, 2025:

1. Section 3.01 is hereby amended to eliminate the second, third and fourth sentences thereof, which reference the obligation of Licensee to deliver to Licensors an irrevocable standby letter of credit for security for the payment of annual License Fees and to instead insert in lieu of such second, third, and fourth sentences, the following:

“Licensee shall deposit a personal guaranty of Timothy E. Weilandt personally and individually guaranteeing all obligations of Licensee hereunder in an amount of up to Seven Hundred Fifty Thousand Dollars (\$750,000.00) in the form attached hereto as Exhibit 1.”

All other provisions in Section 3.01 shall remain unmodified by the foregoing.

2. In all other respects and except as expressly provided above and in the Exhibits attached hereto, the License Agreement, as previously amended, shall remain in full force and effect. To the extent a conflict arises or exists between this Third Amendment and the original License Agreement, as previously amended, the terms of this Third Amendment shall control.

[Signature Page Follows]



In Witness Whereof, the parties hereto have entered into this Second Amendment to the Fox Valley Ice Arena Facility License Agreement dated October 1, 2008 as amended by the First Amendment to the Fox Valley Ice Arena Facility License Agreement dated October 14, 2009, all as of the date first above written.

LICENSOR:

Forest Preserve District of  
Kane County

By: \_\_\_\_\_  
Its President

LICENSEE:

Centrum East-West Arenas  
Venture, L.L.C.

By:  \_\_\_\_\_  
Its Manager

## PAYMENT GUARANTY

This PAYMENT GUARANTY ("Guaranty" or "Agreement") is dated as of \_\_\_\_\_, 2025, and is made by TIMOTHY E. WEILANDT ("Guarantor"), for the benefit of the FOREST PRESERVE DISTRICT OF KANE COUNTY ("FPD of Kane County"). The following recitals form the basis of this Guaranty and are made a material part hereof:

A. FOX VALLEY ICE ARENA, LLC and CENTRUM EAST-WEST ARENAS VENTURE, L.L.C. ("Centrum") are parties to a License Agreement, date October 1, 2008, as amended by a First Amendment and a Second Amendment (collectively, the "License Agreement") whereby Fox Valley Ice has agreed to license the use of the Fox Valley Ice Arena to Centrum, which License Agreement has been assigned by FOX VALLEY ICE ARENA, LLC to THE FOREST PRESERVE DISTRICT OF KANE COUNTY in accordance with Assignment and Assumption Agreement, dated October 1, 2008.

B. Concurrently herewith, the FPD of Kane County and Centrum are agreeing to cancel the obligation for the furnishing of a Letter of Credit that has been provided by Centrum Rinc as security for the performance by Centrum of its obligations under the License Agreement and to substitute a personal guaranty by Timothy E. Weilandt in place thereof.

C. In connection with the substitution of the aforementioned Letter of Credit, the FPD of Kane County is requiring the execution and delivery of this Guaranty.

D. Guarantor derives a material benefit from the cancellation of the Letter of Credit and has agreed to provide this Guaranty as consideration for the FPD of Kane County's agreement to substitute said Letter of Credit. The execution and delivery of this Guaranty by Guarantor is a condition precedent to the FPD of Kane County's release of said Letter of Credit maintenance obligation.

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants and agreements herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Guarantor agrees as follows:

1. **Guaranty of Payment.** Guarantor unconditionally and irrevocably guaranties to the FPD of Kane County by way of a continuing guaranty the punctual payment when due, whether at stated maturity or by acceleration or otherwise, of all present and future obligations to pay Annual Fees, as that term is defined under the License Agreement and other obligations direct or indirect, absolute or contingent, of Centrum under the License Agreement and any other amounts that may become owing by Centrum arising pursuant to, or in respect of the License Agreement (such indebtedness, obligations and other amounts are hereinafter referred to as "Guarantied Obligations"). This Guaranty is a present and continuing guaranty of payment and not merely of collectability, and FPD of Kane County shall not be required to prosecute collection, enforcement or other remedies against Centrum before calling on Guarantor for payment hereunder. If for any reason Centrum shall fail or be unable to pay, punctually and fully, any of the Guarantied Obligations, and such failure shall continue beyond any applicable grace or cure period, Guarantor shall, as a separate and distinct obligation, pay such obligations to FPD of Kane County in full within five (5) Business Days after FPD of Kane County's written demand to Guarantor. One or more successive actions may be brought against Guarantor, as often as FPD of Kane County deems advisable, until all of the Guarantied Obligations are paid in full.

2. **Representations and Warranties.** The following shall constitute the representations and warranties of Guarantor, and Guarantor hereby acknowledges that FPD of Kane County intends to cancel the Letter of Credit in reliance thereon:

(a) This Guaranty constitutes the legal, valid and binding obligation of Guarantor enforceable against Guarantor in accordance with its terms (except to the extent that enforceability may be affected or limited by applicable bankruptcy, insolvency or other similar debtor relief laws affecting the enforcement of creditors' rights generally).

(b) Guarantor is not in default and no event has occurred that with the passage of time and/or the giving of notice will constitute a default under any material agreement to which Guarantor is a party, the effect of which will materially impair performance by Guarantor of its obligations under this Guaranty. Neither the execution and delivery of this Guaranty nor compliance with the terms and provisions hereof will violate any applicable law, rule, regulation, judgment, decree or order or will materially conflict with or result in any material breach of any of the terms, covenants, conditions or provisions of any indenture, mortgage, deed of trust, instrument, document, agreement or contract of any kind that creates, represents, evidences or provides for any lien, charge or encumbrance upon any of the property or assets of Guarantor, or any other indenture, mortgage, deed of trust, instrument, document, agreement or contract of any kind to which Guarantor is a party or to which Guarantor is a party or subject with respect to any property or assets of Guarantor is subject.

(c) Except as disclosed to FPD of Kane County in writing prior to the date hereof, there is not any litigation, arbitration, governmental or administrative proceedings, actions, examinations, claims or demands pending of which Guarantor has received written notice, or to Guarantor's actual knowledge, threatened in writing, that could reasonably be expected to materially adversely affect performance by Guarantor of its obligations under this Guaranty if adversely determined against Guarantor.

(d) Neither this Guaranty nor any written statement or certification as to facts previously furnished or required herein to be furnished to FPD of Kane County by Guarantor, contains any material inaccuracy or untruth in any representation or warranty or omits to state a fact necessary to make such representation or warranty not misleading in any material respect.

(e) The representations and warranties of Guarantor set forth in Section 5 below related to certain financial statements of Guarantor are hereby incorporated in this Section by reference.

(f) All statements set forth in the Recitals are true and correct.

3. **Continuing Guaranty.** Guarantor agrees that performance of the Guaranteed Obligations by Guarantor shall be a primary obligation, shall not be subject to any counterclaim, set-off, abatement, deferment or defense (except the defense of payment of the Guaranteed Obligations to the extent of such payment, and except that Guarantor may assert any compulsory counterclaim based upon any claim that Guarantor may have against Centrum and any affiliated person or entity).

4. **Waivers.** Guarantor expressly and unconditionally waives any notice which may be required by statute, rule of law or otherwise, now or hereafter in effect, to preserve intact any rights against Guarantor, including, without limitation, any demand (except for any notice or demand

expressly required herein), presentment and protest, proof of notice of non-payment under any the License Agreement and notice of any Event of Default or any failure on the part of Centrum or Guarantor to perform or comply with any covenant, agreement, term or condition of the License Agreement.

5. **Financial Statements.** Guarantor represents and warrants to FPD of Kane County that the financial statements of Guarantor previously submitted to FPD of Kane County are true, complete and correct in all material respects, disclose all actual liabilities and contingent liabilities, and fairly present the financial condition of Guarantor as of the date of each such financial statement, and do not contain any untrue statement of a material fact or omit to state a fact necessary to make such financial statement not misleading in any material respect.

6. **Enforcement Costs.** If: (a) this Guaranty is placed in the hands of one or more attorneys for collection or is collected through any legal proceeding; (b) one or more attorneys is retained to represent FPD of Kane County in any bankruptcy, reorganization, receivership or other proceedings affecting creditors' rights and involving a claim under this Guaranty, or (c) one or more attorneys is retained to represent Centrum in any other proceedings whatsoever in connection with this Guaranty, then Guarantor shall be obligated to pay to FPD of Kane County the reasonable and documented out-of-pocket fees and expenses actually incurred by FPD of Kane County in connection therewith, including, without limitation, reasonable and documented out-of-pocket attorneys' fees, court costs, and filing fees (all of which are referred to herein as "Enforcement Costs"), in addition to all other amounts due hereunder.

7. **Successors and Assigns; Joint and Several Liability.** This Guaranty shall inure to the benefit of FPD of Kane County and its successors and assigns. If this Guaranty is executed by more than one Person, it shall be the joint and several undertaking of the undersigned. Regardless of whether this Guaranty is executed by more than one Person, it is agreed that each undersigned's liability hereunder is several and independent of any other guaranties or other obligations at any time in effect with respect to Centrum's obligations under the License Agreement or any part thereof and that Guarantor's liability hereunder may be enforced regardless of the existence, validity, enforcement or non-enforcement of any such other guaranties or other obligations.

8. **No Waiver of Rights.** No delay or failure on the part of Borrower's to exercise any right, power or privilege under this Guaranty or the License Agreement shall operate as a waiver thereof, and no single or partial exercise of any right, power or privilege shall preclude any other or further exercise thereof or the exercise of any other power or right, or be deemed to establish a custom or course of dealing or performance between the parties hereto. The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law. No notice to or demand on Guarantor in any case shall entitle Guarantor to any other or further notice or demand in the same, similar or other circumstance.

9. **Modification.** The terms of this Guaranty may be waived, discharged, or terminated only by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought. No amendment, modification, waiver or other change of any of the terms of this Guaranty shall be effective without the prior written consent of FPD of Kane County.

10. **Joinder.** Any action to enforce this Guaranty may be brought against Guarantor without any reimbursement or joinder of Centrum.

11. **Severability.** If any provision of this Guaranty is deemed to be invalid by reason of the operation of law, or by reason of the interpretation placed thereon by any administrative agency or any court, Guarantor and FPD of Kane County shall negotiate an equitable adjustment in the provisions of the same in order to effect, to the maximum extent permitted by law, the purpose of this Guaranty and the validity and enforceability of the remaining provisions, or portions or applications thereof, shall not be affected thereby and shall remain in full force and effect.

12. **APPLICABLE LAW.** THIS GUARANTY WAS NEGOTIATED IN THE STATE OF ILLINOIS AND DELIVERED BY GUARANTOR AND ACCEPTED BY FPD OF KANE COUNTY IN THE STATE OF ILLINOIS, WHICH STATE THE PARTIES AGREE HAS A SUBSTANTIAL RELATIONSHIP TO THE PARTIES AND THE UNDERLYING TRANSACTIONS EMBODIED HEREBY. IN ALL RESPECTS, INCLUDING, WITHOUT LIMITATION, MATTERS OF PERFORMANCE OF THIS GUARANTY AND THE OBLIGATIONS ARISING HEREUNDER, THIS GUARANTY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF ILLINOIS APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED IN SUCH STATE AND ANY APPLICABLE LAWS OF THE UNITED STATES OF AMERICA.

13. **Notice.** Any notice, demand, request or other communication which any party hereto may be required or may desire to give hereunder shall be in writing and shall be deemed to have been properly given (a) if hand delivered, when delivered; (b) if mailed by United States Certified Mail (postage prepaid, return receipt requested), five (5) Business Days after mailing (c) if by Federal Express or other reliable overnight courier service, on the next Business Day after delivered to such courier service or (d) if by telecopier on the day of transmission, if before 3:00 p.m. (Chicago Time) on a Business Day so long as copy is sent on the same day by overnight courier as set forth below:

If to FPD of Kane County: Ben Haberthur, Executive Director  
Forest Preserve District of Kane County  
1996 South Kirk Road, Suite 320  
Geneva, IL 60134

With a copy to: Attorney Gerald K. Hodge  
Kinnally, Flaherty, Krentz, Loran,  
Hodge & Masur, P.C.  
2114 Deerpath Road  
Aurora, IL 60506

If to Guarantor: Timothy E. Weilandt  
303 Fairview Avenue  
Winnetka, IL 60093

or at such other address as the party to be served with notice may have furnished in writing to the party seeking or desiring to serve notice as a place for the service of notice. Any notice or demand delivered to the Person or entity named above to accept notices and demands for such party shall constitute notice or demand duly delivered to such party, even if delivery is refused.

14. **Counterparts**. This Guaranty may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

15. **CONSENT TO JURISDICTION. TO INDUCE CENTRUM TO ACCEPT THIS GUARANTY, GUARANTOR IRREVOCABLY AGREES THAT, SUBJECT TO FPD OF KANE COUNTY'S SOLE AND ABSOLUTE ELECTION, ALL ACTIONS OR PROCEEDINGS IN ANY WAY ARISING OUT OF OR RELATED TO THIS GUARANTY WILL BE LITIGATED IN COURTS HAVING SITUS IN THE FEDERAL COURT FOR THE NORTHERN DISTRICT OF ILLINOIS OR THE STATE COURT LOCATED IN KANE COUNTY, ILLINOIS.**

16. **WAIVER OF JURY TRIAL. EACH OF GUARANTOR AND FPD OF KANE COUNTY (BY ACCEPTANCE HEREOF), HAVING BEEN REPRESENTED BY COUNSEL, KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS GUARANTY OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HERewith AND AGREES THAT ANY SUCH ACTION OR PROCEEDING WILL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.**

[Signatures appear on following page.]

IN WITNESS WHEREOF, Guarantor has executed this Guaranty as of the date first above written.

**GUARANTOR:**

By:  \_\_\_\_\_

4901-9909-1510, v. 1



### Executive Summary

#### 2021 CapEx

Chiller and Compressor replacement	\$ 1,000,000.00
Existing Chiller Room Demo	\$ 51,000.00
Replacement of NHL floor and underfloor	\$ 750,000.00
Replacement of Dasher Boards	\$ 160,000.00
Rough into new plant for future expansion	\$ 100,000.00
LED Lighting retrofit for building	\$ 165,000.00
Permit Costs	\$ 20,000.00

#### 2022 CapEx

Replacement of INTL rink floor and underfloor	\$ 850,000.00
Replacement of Dasher Boards	\$ 160,000.00

#### 2023 CapEx

Parking Lot Repairs	\$ 65,000.00
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#### 2024 CapEx

Dehumidification for South Rink	\$ 100,000.00
Replace Heaters on South Rink	\$ 25,000.00

Grand Total	\$ 3,446,000.00
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STATE OF ILLINOIS     )  
COUNTY OF KANE        )                   SS.

**FP RESOLUTION NO. TMP-25-749**

**RESOLUTION AUTHORIZING THE PURCHASE OF ONE (1) TANDEM AXLE  
DUMP TRUCK FOR USE BY THE OPERATIONS DEPARTMENT THROUGH  
THE STATE OF ILLINOIS PROCUREMENT CONTRACT**

WHEREAS, it is deemed necessary and desirable for the Commissioners of the Forest Preserve District of Kane County to authorize a purchase of one International HV607 with dump body for the Operations department; and

WHEREAS, it has been determined by the District to utilize the State of Illinois Procurement Contract; and

WHEREAS, Rush Truck Center, of Springfield, Illinois is the authorized dealer that has been awarded the State of Illinois Procurement Contract at a total purchase price of \$169,187.00.

NOW, THEREFORE, BE IT RESOLVED by Board of Commissioners of the Forest Preserve District of Kane County, Illinois, that the qualified, lowest bid received from Rush Truck Center of Springfield, Illinois, at a total cost of \$169,187.00 be, and hereby is, accepted and approved.

APPROVED AND PASSED on this 8th day of July, 2025.

Bill Lenert  
President, Kane Forest Preserve  
Kane County, Illinois

Mo Iqbal  
Secretary, Kane Forest Preserve  
Kane County, Illinois



# AGENDA MEMORANDUM

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**DATE:** June 24, 2025

**TO:** Forest Preserve District Finance & Administration Committee

**FROM:** Benjamin Haberthur, Executive Director  
Jeremy Jensen, Director of Operations

**SUBJECT:** Presentation and Approval for the Purchase of One Replacement Tandem Axle Dump Truck for the Operations Department

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**PURPOSE:**

The purpose of this memorandum is to provide the Committee with information to consider the approval and purchase of a replacement, tandem-axle dump truck for the Operations department.

**BACKGROUND:**

Funding was approved in the fiscal year 2026 budget for the replacement of truck #416, a 2006 International 7400 Workstar, 6x4 tandem axle, with dump body. Truck #416 will have approximately 20 years of service at the time the replacement is received. The odometer currently reads 70,275 miles. It has been experiencing a higher rate of required maintenance due to common wear and tear and corrosion-related issues. The District's fleet team assessed all the heavy-duty trucks for mechanical condition, and cooperatively worked with the Operations Managers on frequency of use, current requirements, and projected future needs.

The District currently has two tandem-axle dump trucks, one assigned to the Trades Division, truck #106, and this vehicle, assigned to South Operations. They are the largest trucks in the District fleet and are shared throughout the District. They serve as transportation for heavy equipment and for large-scale material hauling including bringing in mulch, aggregate, soil for construction projects and for hauling-off debris from demolitions.

The District also has two single-axle, heavy-duty trucks. Truck #328 is assigned to North Operations and truck #432 is assigned to South Operations. As part of an assessment for future needs, truck #432 will no longer be replaced within the District's vehicle replacement schedule, at the end of its useful life. Truck #328 will be replaced with a tandem-axle dump at the time of its scheduled replacement. This will provide each Operations division with similar capabilities, increase the availability to cover other District departmental needs, and allow for more efficient use of staff time on cooperative projects by maximizing material hauling and minimizing trips needed. Additionally, this will allow for the reallocation of approximately \$150,000 on the Vehicle and Equipment Replacement Schedule in future years, while still meeting the current demands and projected needs of the heavy-duty truck fleet.

An International HV607 with dump body is being recommended for the replacement of truck #416, and is available through the State of Illinois Procurement Contract with Rush Truck Center of Springfield, Illinois for a total cost of \$169,187.

**FINANCIAL IMPACT:**

Funds totaling \$180,000 were budgeted in account 01-21-23-7010, South Operations Automotive Equipment, for the replacement of Truck #416. Sufficient funds of \$180,000 will be available as of July 1, 2025, to cover the purchase cost of \$169,187.

**RECOMMENDATION:**

Staff is recommending the Committee approve the purchase of one (1) International HV607 with dump body from Rush Truck Center of Springfield, Illinois, as presented, for a total cost of \$169,187.

**ATTACHMENTS:**

*Total State of Illinois Procurement Contract With Rush Truck Center (Inclusive of Chassis and Upfitting)*  
*Specifications for Chassis*  
*Specifications for Upfitting*

**Rush Truck Center, Springfield**

3441 Gatlin Dr  
Springfield, IL 62707  
217-718-2200

**Retail Sales Order**

SALES ORDER		Date 06/12/2025	
Please enter my order for the following: <input checked="" type="checkbox"/> New <input type="checkbox"/> F.E.T. Applicable <input type="checkbox"/> Used <input checked="" type="checkbox"/> F.E.T. Exempt		<b>KANE COUNTY FOREST PRESERVE</b>	
Make International      Series HV607		Customer's Name	
Year 2026      Body Type REFERENCED BELOW		719 BATAVIA AVENUE      GENEVA      IL      60134	
Color WHITE # 9219      Trim STANDARD		Street      City      State      Zip	
Serial # FACTORY ORDERED		6305139745	
Stock # FACTORY ORDERED		Federal Tax ID #      Business Phone      Fax	
To be delivered on or about 9/29/2025		Purchaser's Name	
REFERENCE TRUCK CHASSIS ONLY IN		Street      City      State      Zip	
SALES PROPOSAL # 16812 DATED 06-12-2025		Federal Tax ID #      Business Phone      Fax	
REFERENCE BODY EQUIPMENT FROM		David Mueller	
HENDERSON PRODUCTS		By Salesman	
QUOTE # 188510 REV # 32 DATED 06-12-2025		Vehicle will be Titled in Kane County.	
		*** Vehicle will be Registered in the State of Illinois	
		<b>LIENHOLDER INFORMATION</b>	
		Date of Lien	
		Lien Holder	
Sales Price      168,850.00			
Factory Paid F.E.T.      0.00			
F.E.T. Tire Credit      0.00			
Total Factory Paid F.E.T.      0.00			
Optional Extended Warranties      0.00			
Sub-Total      168,850.00			
		Manufacturer Rebate      0.00	
Dealer Paid F.E.T. *      0.00		Total Used Vehicle Allowance *      0.00	
Local Taxes      0.00		Less Total Balance Owed      0.00	
License, Transfer, Title, Registration Fee      173.00		Total Net Allowance on Used Vehicle(s)      0.00	
Documentary Fee **      164.00		Deposit or Credit Balance      0.00	
Delivered Price      169,187.00		Cash with Order      0.00	
Total Down Payment      0.00		←-----      0.00	
Unpaid Balance Due on Delivery      169,187.00		*See Trade-in details on page 4	
A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO CUSTOMERS FOR HANDLING DOCUMENTS RELATING TO THE SALE.		Customer, by the execution of this Order, offers to purchase the Product(s) described above upon the Terms and Conditions contained herein. Customer acknowledges that Customer has read the Terms and Conditions of this Order on Page 2 and has received a true copy of this Order and the Terms and Conditions	
CARB Disclosure: A vehicle operated in California may be subject to the California Air Resources Board Advanced Clean Fleets regulations. It therefore could be subject to requirements to reduce emissions of air pollutants. For more information, please visit the CARB Advanced Clean Fleets webpage at <a href="https://ww2.arb.ca.gov/our-work/programs/advanced-clean-fleets">https://ww2.arb.ca.gov/our-work/programs/advanced-clean-fleets</a> .		Customer's Signature      Date	
*** State of registration is based on the state selected by the Customer when the vehicle was ordered. Customer is solely responsible for, and agrees to defend, indemnify and hold Rush harmless from, any reporting obligations and/or liability, including but not limited to penalties and fines, arising from registration and/or operation of a vehicle in a state other than the state of registration identified herein.		OFFER RECEIVED BY: David Mueller      06-12-2025	
*SUBJECT TO ADJUSTMENT - FINAL F.E.T. MAY VARY.		SALES REPRESENTATIVE      Date	
NOTICE: THE FOLLOWING ARE IMPORTANT PROVISIONS OF THIS ORDER		OFFER ACCEPTED BY:      Date	
THIS ORDER CANCELS AND SUPERCEDES ANY PRIOR AGREEMENTS AND, AS OF THE DATE HEREOF, COMPRISES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE TERMS OF THE AGREEMENT BETWEEN THE PARTIES.		AUTHORIZED REPRESENTATIVE      Date	
IF ANY REPRESENTATIONS, SPECIFICATIONS OR OTHER AGREEMENTS ARE RELIED UPON BY CUSTOMER, THEY MUST BE IN WRITING AND SPECIFICALLY IDENTIFIED AND REFERENCED IN THIS ORDER; OTHERWISE, THEY WILL NOT BE BINDING ON OR ENFORCEABLE AGAINST DEALER.		TERMS ARE C.O.D. UNLESS PRIOR ARRANGEMENTS HAVE BEEN APPROVED	
THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.			



## Rush Truck Center, Springfield

3441 Gatlin Dr  
Springfield, IL 62707  
217-718-2200

# Retail Sales Order

**1. Parties to Order; Definitions.** As used in this Retail Sales Order ("Order"), the terms: (a) "Dealer" shall mean the Rush Dealer identified at the top of the first page of this Order; (b) "Customer" shall mean the Customer identified on the first page of this Order; (c) "Manufacturer(s)" shall mean the entity or entities that manufactured the Product(s), it being understood by Customer that Dealer is in no respect the agent of Manufacturer(s); and (d) "Product(s)" shall mean the new and/or used vehicle or other components, accessories or products, which are being purchased by Customer, as set forth in this Order.

### 2. WARRANTY DISCLAIMERS AND LIMITATIONS

**NEW PRODUCTS – MANUFACTURER WARRANTIES ONLY.** Any warranties on any new Product(s) sold under this Order are limited only to any printed Manufacturers' warranties delivered to Customer with the Product(s). EXCEPT FOR ANY SUCH WARRANTIES MADE BY MANUFACTURERS, THE PRODUCT(S) ARE SOLD WITHOUT ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EACH OF WHICH IS EXPRESSLY DISCLAIMED.

**USED PRODUCTS – NO WARRANTIES.** All used Product(s) sold under this Order are sold on an "AS IS, WHERE IS" basis, without any warranties by Dealer, provided that Products that are sold by Dealer as "Certified Pre-Owned" are subject to the express written terms and conditions of the Dealer's certified pre-owned program. EXCEPT FOR ANY MANUFACTURERS' WARRANTIES THAT MAY STILL BE IN EFFECT, IF ANY, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED.

**LIMITED WARRANTY ON SERVICES.** Dealer warrants that all services performed by Dealer for Customer in conjunction with the sale of the Product(s), including if applicable installation, upfitting and conversion services ("Services"), will be performed in a good and workmanlike manner ("Services Warranty"). The Services Warranty is valid for a period of ninety (90) days from the date the Product(s) is delivered to Customer. Customer's sole and exclusive remedy, and Dealer's entire liability, under the Services Warranty is the repair of any nonconforming portion of the Services. DEALER PROVIDES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, CONCERNING ITS SERVICES. The Services Warranty is strictly limited to Services performed by Dealer for Customer. Dealer does not warrant any services provided by any third-party, including but not limited to installation, upfitting or conversion services. Any warranties are solely those that are provided by the third-party service provider.

### NO OTHER WARRANTIES. EXCEPT AS SET FORTH ABOVE, DEALER EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED.

**3. Reappraisal of Trade-In Vehicle.** If the motor vehicle which has been traded in ("Trade-In Vehicle") as a part of the consideration for the Product(s) ordered hereunder is not to be delivered to Dealer until delivery to Customer of the Product(s), the Trade-In Vehicle shall be reappraised at that time and such reappraised value shall determine the allowance made for the Trade-In Vehicle. If the reappraised value is lower than the original allowance shown on the front of this Order, Customer may, if dissatisfied, cancel this Order.

**4. Delivery of Trade-In Vehicle by Customer; Customer Warranty of Title and Emissions.** Customer agrees to deliver to Dealer satisfactory evidence of title to the Trade-In Vehicle at the time of delivery of the Trade-In Vehicle to Dealer. Customer warrants the Trade-In Vehicle to be Customer's property free and clear of all liens and encumbrances. Customer further warrants that the emissions system of the Trade-In Vehicle, including any air pollution control devices ("Emissions System"), has not been removed, dismantled, modified, tampered with or altered in any way and the Emissions System is functioning in accordance with the original OEM specifications.

**5. Delay or Failure in Delivery; Limitation of Dealer Liability.** Dealer shall not be liable for failure to deliver or delay in delivering any Product(s) covered by this Order where such failure or delay is due, in whole or in part, to any cause beyond the reasonable control, or is without the gross negligence or intentional misconduct, of Dealer. Examples of causes beyond Dealer's reasonable control include, but are not limited to, Manufacturers' delay or failure to deliver Product(s) for any reason, earthquake, hurricane or other natural disaster, fire, war, terrorist act, labor dispute, strike, etc.

**6. Liability for Taxes.** The price for the Product(s) specified on the face of this Order includes reimbursement to Dealer for federal excise taxes paid, but does not include sales or use taxes or occupational taxes based on sales volume (federal, state or local) unless expressly so stated. Customer assumes and agrees to pay, unless prohibited by law, any such sales or use or occupational taxes imposed on or applicable to the transaction covered by this Order, regardless of which party may have primary tax liability thereof.

**7. Customer's Deposit.** Any Customer's deposit, whether cash or Trade-In Vehicle, shall not be refunded except due to Dealer's failure to deliver the Product(s).

**8. Risk of Loss; Insurance.** Customer shall assume all risk of loss relating to the Product(s) at the time Customer receives possession of the Product(s), or at the time Customer receives title to the Product(s) if title is conveyed before Customer receives possession. Customer shall obtain insurance for the Product(s) that will be in effect at the time Customer takes possession of the Product(s), or at the time Customer receives title to the Product(s) if title is conveyed before the Customer receives possession. Dealer shall have no responsibility or liability related to the Product(s) after Customer receives either possession or title to the Product(s).

**9. Governing Law; Venue; Time to Commence Action.** Except to the extent that the laws of the United States may apply or otherwise control this Order, the rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with, the laws of the state in which Dealer is located, without regard to conflict of law principles. The mandatory venue for any claim, litigation, civil action or any other legal or administrative proceeding ("Action") involving any controversy or claim between or among the parties to this Order, is the state in which Dealer is located. Customer has one (1) year from the accrual of any cause of action arising from the purchase of the Product(s) to commence an Action against Dealer.

**10. Limitation of Damages.** Customer agrees that in the event of any Action brought by Customer against Dealer, Customer shall not be entitled to recover any incidental or consequential damages as defined in the Uniform Commercial Code, including but not limited to indirect or special damages, loss of income or anticipated profits, or down-time, or any punitive damages.

**11. Fees and Expenses of Actions.** In any Action, whether initiated by Dealer or Customer, where the Customer has a right, pursuant to statute, common law or otherwise, to recover reasonable attorneys' fees and costs in the event it prevails, Customer agrees that Dealer shall have the same right to recover reasonable attorneys' fees and costs incurred in connection with the Action in the event that Dealer prevails.

**12. Execution and Delivery by Electronic Transmission.** If this Order or any document executed in connection with this Order is delivered by facsimile, email or similar instantaneous electronic transmission device pursuant to which the signature of or on behalf of such party can be seen, such execution and delivery shall be considered valid, binding and effective for all purposes as an original document. Additionally, the signature of any party on this Order transmitted by way of a facsimile machine or email shall be considered for all purposes as an original signature. Any such faxed or emailed document shall be considered to have the same binding legal effect as an original document. At the request of Dealer, any faxed or emailed document shall be re-executed by Customer in an original form.

**13. Waiver; Severability.** No waiver of any term of this Order shall be valid unless it is in writing and signed by Dealer's authorized representative. If any provision or part of any provision of this Order shall be deemed to violate any applicable law or regulation, such invalid provision or part of a provision shall be inapplicable, BUT the remaining part of that provision and the remainder of the Order shall continue to be binding and enforceable.

**14. No Broker; Manufacturer Incentives.** If at any time Dealer determines that the Customer intends to engage in the resale of vehicles for profit, where such resale is not in conjunction with further manufacturing, Dealer reserves the right to cancel this Order. Certain manufacturer incentives are intended to be used for retail customers at the location as identified by the Customer in this Order. Customer represents that they will register the vehicle with their state motor vehicle department and are not purchasing this vehicle with the intent to resell/export the vehicle, except where such resale is in conjunction with further manufacturing. If at any time Dealer determines that the foregoing representations are not true, Dealer has the right to seek repayment of any manufacturer incentives that are paid.

**15. Communication Consent.** Dealer and any other owner or servicer of this account may use any information Customer gives Dealer, including but not limited to email addresses, cell phone numbers, and landline numbers, to contact Customer for purposes related to this account, including debt collection and marketing purposes. In addition, Customer expressly consents to any such contact being made by the most efficient technology available, including but not limited to, automated dialing equipment, automated messages, and prerecorded messages, even if Customer is charged for the contact.

**16. Used Car Buyers Guide.** If applicable, the information on the window form for the vehicle(s) is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

**17. Third Party Products and Services.** Products purchased from Rush may include products and services provided by third parties, including subscription services and/or software products ("Third Party Products") that have their own terms and conditions of use and privacy policies ("Third Party Use Terms"). Customer's use of the Third Party Products is governed by and subject to the Third Party Use Terms. Customer understands and agrees that Rush is not responsible or liable for Customer's use of the Third Party Products. Use of Dealer's RushCare products and services is governed by the RushCare Technology Solution Platform User Agreement located at <http://www.rushtruckcenters.com/rushcare-user-agreement>.

**18. Use of Vehicle Repair Data.** Vehicle maintenance service and repair information arising from or created as a result of Services provided by Dealer, including vehicle owner information, vehicle identification numbers and vehicle specifications ("Vehicle Repair Data"), may be provided to vehicle/component manufacturer(s) and the vehicle/component manufacturer(s) dealers, and their respective service management platform providers ("Maintenance Third Parties") and used by Dealer and Maintenance Third Parties to support and enhance vehicle repair services provided to such parties' customers. Customer also authorizes Dealer and Maintenance Third Parties to aggregate Vehicle Repair Data with data of other repair customers in a way that does not identify Customer and to use such aggregated data for any purpose.

**19. Insurance. IT IS CUSTOMER'S RESPONSIBILITY TO OBTAIN INSURANCE ON THE VEHICLE.** Dealer may request insurance information from Customer in order to register the vehicle or for verifying insurance coverage. Dealer's request for insurance information does not constitute an agreement to transfer or obtain insurance coverage on the vehicle. By signing this agreement, Customer covenants and agrees that Customer has obtained, or will obtain, before the vehicle is driven by anyone, insurance on the vehicle.

**20. Manufacturer Surcharges.** The Manufacturer has reserved the right to change the price to Dealer of any Product that is not currently in Dealer's stock, without notice to Dealer. If a Product identified in this Order is not currently in Dealer's stock at the time this Order is signed by the Customer, Dealer reserves the right to change the Product price to reflect any price increases imposed by the Manufacturer.

Customer Initial \_\_\_\_\_

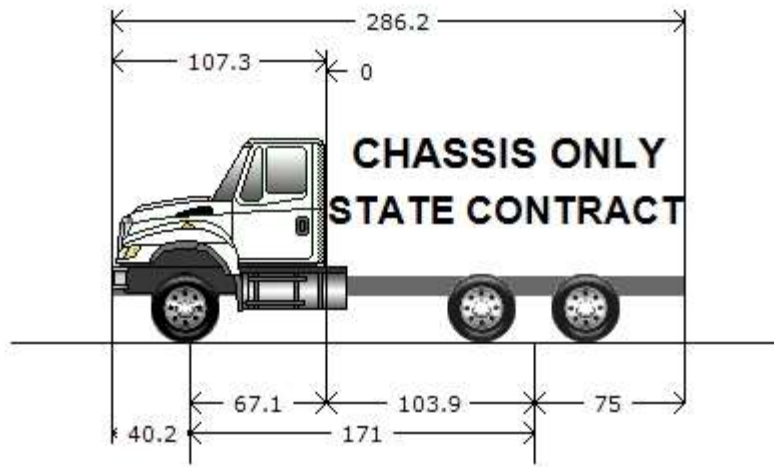
**Prepared For:**

KANE COUNTY FOREST PRESERVE  
 KYLE SPARKS  
 719 BATAVIA AVENUE  
 Geneva, IL 60134-  
 (630)513 - 9745  
 Reference ID: ST CONTRACT 6x4

**Presented By:**

RUSH TRK CTR OF N IL  
 David R Mueller  
 4655 S CENTRAL AVE.  
 CHICAGO IL 606381547  
 708-295-5800

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.



**Model Profile**  
**2026 HV607 SBA (HV607)**

**AXLE CONFIG:**

6X4

**MISSION:**

Requested GVWR: 54000. Calc. GVWR: 54000. Calc. GCWR: 80000

**DIMENSION:**

Wheelbase: 171.00, CA: 103.90, Axle to Frame: 75.00

**ENGINE, DIESEL:**

{Cummins L9 350} EPA 2024, 350HP @ 2200 RPM, 1050 lb-ft Torque @ 1200 RPM, 2200 RPM  
 Governed Speed, 350 Peak HP (Max)

**TRANSMISSION, AUTOMATIC:**

{Allison 3000 RDS} 6th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with  
 PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max,  
 On/Off Highway

**CLUTCH:**

Omit Item (Clutch &amp; Control)

**AXLE, FRONT NON-DRIVING:**

{Meritor MFS-14-143A} Wide Track, I-Beam Type, 14,000-lb Capacity

**AXLE, REAR, TANDEM:**

{Meritor MT-40-14X-4DFR} Single Reduction, 40,000-lb Capacity, .433"(11mm) Wall Housing  
 Thickness, R Wheel Ends Gear Ratio: 6.43

**CAB:**

Conventional, Day Cab

**TIRE, FRONT:**

(2) 12R22.5 Load Range H HSR 3 (CONTINENTAL), 484 rev/mile, 75 MPH, All-Position

**TIRE, REAR:**

(8) 11R22.5 Load Range G HDR2+ (CONTINENTAL), 491 rev/mile, 75 MPH, Drive

**SUSPENSION, REAR, TANDEM:**

{Hendrickson HMX EX 400} Walking Beam, 40,000-lb Capacity, 52" Axle Spacing, Rubber  
 Springs, with Transverse Torque Rods, Rubber End Bushings

**PAINT:**

Cab schematic 100WL

Location 1: 9219, Winter White (Std)

Chassis schematic N/A

**Description**

Base Chassis, Model HV607 SBA with 171.00 Wheelbase, 103.90 CA, and 75.00 Axle to Frame.

AXLE CONFIGURATION 6x4

ENGINE, DIESEL {Cummins L9 350} EPA 2024, 350HP @ 2200 RPM, 1050 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 350 Peak HP (Max)

EMISSION, CALENDAR YEAR {Cummins L9} EPA, OBD and GHG Certified for Calendar Year 2025

CARB EMISSION WARR COMPLIANCE Does Not Comply with CARB Emission Warranty

CARB IDLE COMPLIANCE Does Not Comply with California Clean Air Idle Regulations

EPA IDLE COMPLIANCE Low NOx Idle Engine, Complies with EPA Clean Air Regulations; Includes "Certified Clean Idle" Decal on Hood

VEHICLE REGISTRATION IDENTITY ID for Non-CARB Omnibus and/or Non-ACT Adopting State or Exempt Vehicle. Not for use on vehicles registering in CA/MA /OR/NJ/NY/WA. Contains non-mitigated legacy engine & cannot be registered in CA unless exempt. You may be held liable under state law for failure to properly register vehicle.

RADIATOR Aluminum, Cross Flow, Front to Back System, 1228 SqIn, with 1167 SqIn Charge Air Cooler

FAN DRIVE {Horton Drivemaster} Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed

AIR CLEANER Single Element

ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection

BLOCK HEATER, ENGINE 120V/1000W, for Cummins ISB/B6.7/ISL/L9 Engines

ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls and Starter Lockout, with Ignition Switch Control, for Cummins B6.7 and L9 Engines

THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel

TRANSMISSION, AUTOMATIC {Allison 3000 RDS} 6th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway

TRANSMISSION TCM LOCATION Located Inside Cab

ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS) and Regional Haul Series (RHS), General Purpose Trucks, Construction, Package Number 223

NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at Stop; Remains in Neutral Until Service Brake is Released

OIL COOLER, TRANSMISSION {Modine} Water to Oil Type

PTO LOCATION Dual, Customer Intends to Install PTO at Left and/or Right Side of Transmission

SHIFT CONTROL PARAMETERS {Allison} 3000 or 4000 Series Transmissions, Performance Programming

TRANSMISSION DIPSTICK Relocated to Right Side of Transmission

TRANSMISSION OIL Synthetic; 29 thru 42 Pints

TRANSMISSION SHIFT CONTROL Column Mounted Stalk Shifter, Not for Use with Allison 1000 & 2000 Series Transmission

CLUTCH Omit Item (Clutch & Control)

AXLE, REAR, TANDEM {Meritor MT-40-14X-4DFR} Single Reduction, 40,000-lb Capacity, .433"(11mm) Wall Housing Thickness, R Wheel Ends . Gear Ratio: 6.43

SUSPENSION, REAR, TANDEM {Hendrickson HMX EX 400} Walking Beam, 40,000-lb Capacity, 52" Axle Spacing, Rubber Springs, with Transverse Torque Rods, Rubber End Bushings

SHOCK ABSORBERS, REAR (4) for Hendrickson HMX Suspension Only, Mounted from Frame to Beam

TRANSVERSE TORQUE RODS {Hendrickson} TRAAX Rod, Transverse Only

**Description**

AXLE, FRONT NON-DRIVING {Meritor MFS-14-143A} Wide Track, I-Beam Type, 14,000-lb Capacity

SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 16,000-lb Capacity, with Shock Absorbers

SPRINGS, FRONT AUXILIARY Rubber

CAB Conventional, Day Cab

ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab

AIR CONDITIONER with Integral Heater and Defroster

ARM REST, RIGHT, DRIVER SEAT

CAB INTERIOR TRIM Classic, for Day Cab

CAB REAR SUSPENSION Air Bag Type

FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood

GAUGE CLUSTER Base Level; English with English Electronic Speedometer

GAUGE, AIR CLEANER RESTRICTION {Filter-Minder} Mounted in Instrument Panel

GAUGE, OIL TEMP, AUTO TRANS for Allison Transmission

GRAB HANDLE, EXTERIOR Chrome, Towel Bar Type, with Anti-Slip Rubber Inserts, for Cab Entry Mounted Left Side at B-Pillar

INSTRUMENT PANEL Flat Panel

IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster

MIRRORS (2) C-Loop, Power Adjust, Heated, LED Clearance Lights, Bright Heads and Arms, 7.5" x 14" Flat Glass, Includes 7.5" x 7" Convex Mirrors, for 102" Load Width

MONITOR, TIRE PRESSURE Omit

SEAT, DRIVER {National 2000 195} Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 8" Adjuster, 1 Chamber Lumbar, 2 Position Front Cushion Adjust, 6-23 Degree Angle Back Adjust

SEAT, PASSENGER {National} Non Suspension, High Back, Fixed Back, Integral Headrest, Vinyl

WINDOW, POWER (2) and Power Door Locks, Left and Right Doors, Includes Express Down Feature

WINDSHIELD WIPER BLADES Winter Type

FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.866" x 3.622" x 0.437" (276.0mm x 92.0mm x 11.1mm); 456.0" (11582mm) Maximum OAL

BUMPER, FRONT Swept Back, Steel, Heavy Duty

FRAME DIMPLE Dimple on Left and Right Top Flange of Frame Rail to Reference Rear Axle Centerline

WHEELBASE RANGE 169" (430cm) Through and Including 219" (555cm)

BRAKE SYSTEM, AIR Dual System for Straight Truck Applications

AIR BRAKE ABS {Bendix AntiLock Brake System} 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System

BRAKE, PARKING Manual Push-Pull Pneumatic Parking Brake

BRAKES, FRONT {Meritor 16.5X6 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 6", 23,000-lb Capacity

BRAKE CHAMBERS, FRONT AXLE {Bendix} 24 Sqn

SLACK ADJUSTERS, FRONT {Haldex} Automatic

DUST SHIELDS, FRONT BRAKE for Air Cam Brakes



**Description**

BRAKES, REAR {Meritor 16.5X7 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 7", 23,000-lb Capacity per Axle

BRAKE CHAMBERS, REAR AXLE {Bendix EnduraSure Pro} 30/30 Sqn Spring Brake

SLACK ADJUSTERS, REAR {Haldex} Automatic

DUST SHIELDS, REAR BRAKE for Air Cam Brakes

PARK BRAKE CHAMBERS, ADDITIONAL (2) Spring Brake Type

AIR COMPRESSOR {Cummins} 18.7 CFM

AIR DRYER {Bendix AD-IP} with Heater

AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab

AIR TANK LOCATION (2) Mounted Under Battery Box, Outside Right Rail, Back of Cab, Perpendicular to Rail

DRAIN VALVE {Bendix DV-2} Automatic, with Heater, for Air Tank

TRAILER CONNECTIONS Four-Wheel, with Hand Control Valve and Tractor Protection Valve, for Straight Truck

STEERING GEAR {Sheppard M100} Power

STEERING COLUMN Tilting

STEERING WHEEL 4-Spoke; 18" Dia., Black

DRIVELINE SYSTEM {Dana Spicer} SPL140 Main Driveline with SPL170 Interaxle Shaft, for 6x4

EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Right Side Under Cab, for Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab

AFTERTREATMENT COVER Steel, Black

EXHAUST HEIGHT 10'

MUFFLER/TAIL PIPE GUARD (1) Aluminum

TAIL PIPE (1) Turnback Type

ELECTRICAL SYSTEM 12-Volt, Standard Equipment

ALTERNATOR {Leece-Neville AVI160P2013} Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount, with Remote Sense

ANTENNA for Increased Roof Clearance Applications

BATTERY BOX Aluminum, with Plastic Cover, 18" Wide, 2-4 Battery Capacity, Mounted Right Side Back of Cab

BATTERY SYSTEM {Fleetrite} Maintenance-Free, (3) 12-Volt 1980CCA Total, Top Threaded Stud

BODY BUILDER WIRING Back of Day Cab at Left Frame or Under Sleeper, Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn

2-WAY RADIO Wiring Effects; Wiring with 20 Amp Fuse Protection, Includes Ignition Wire with 5 Amp Fuse, Wire Ends Heat Shrink and 10' Coil Taped to Base Harness

CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses

CIGAR LIGHTER Includes Ash Cup

CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade

ELECTRIC TRAILER BRAKE/LIGHTS Accommodation Package to Rear of Frame; for Separate Trailer Stop, Tail, Turn, Marker Light Circuits; Includes Electric Trailer Brake accommodation package with Cab Connections for Mounting Customer Installed Electric Brake Unit, Less Trailer Socket

HEADLIGHTS Halogen

**Description**

HORN, AIR Single Trumpet, Black, with Lanyard Pull Cord

HORN, ELECTRIC Disc Style

INDICATOR, LOW COOLANT LEVEL with Audible Alarm

JUMP START STUD 12V, Remote Mounted

RADIO AM/FM/WB/Clock/Bluetooth/USB Input/Auxiliary Input

SPEAKERS (2) 6.5" Dual Cone Mounted in Doors

STARTING MOTOR {Delco Remy 39MT} 12 Volt, Gear Reduced, with Thermal Over-Crank Protection

TRAILER AUXILIARY FEED CIRCUIT for Electric Trailer Brake Accommodation/Air Trailer ABS; with 30 Amp Fuse and Relay, Controlled by Ignition Switch

TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender

FRONT END Tilting, Fiberglass, with Three Piece Construction, for WorkStar/HV

GRILLE Stationary, Chrome

LOGOS EXTERIOR Model Badges

LOGOS EXTERIOR, ENGINE Badges

COMMUNICATIONS MODULE Telematics Device with Over the Air Programming; Includes Five Year Data Plan and International 360

PAINT SCHEMATIC, PT-1 Single Color, Design 100

PAINT TYPE Base Coat/Clear Coat, 1-2 Tone

SPECIAL RATING, GVWR Limited to 68,000-lb GVWR

FUEL TANK Top Draw, Non-Polished Aluminum, D-Style, 19" Tank Depth, 70 US Gal (265L), Mounted Left Side, Under Cab

DEF TANK 7 US Gal (26L) Capacity, Frame Mounted Outside Left Rail, Under Cab

FUEL TANK STRAPS Bright Finish Stainless Steel

FUEL/WATER SEPARATOR {Racor 400 Series} 12 VDC Electric Heater, Includes Pre-Heater, with Primer Pump, Includes Water-in-Fuel Sensor, Mounted on Engine

WHEELS, FRONT {Maxion 91541} DISC; 22.5x8.25 Rims, Painted Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs

(2) TIRE, FRONT 12R22.5 Load Range H HSR 3 (CONTINENTAL), 484 rev/mile, 75 MPH, All-Position

WHEELS, REAR {Maxion 91541} DUAL DISC; 22.5x8.25 Rims, Painted Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs

(8) TIRE, REAR 11R22.5 Load Range G HDR2+ (CONTINENTAL), 491 rev/mile, 75 MPH, Drive

PAINT IDENTITY, FRONT WHEELS Disc Front Wheels; with Vendor Applied White Powder Coat Paint

PAINT IDENTITY, REAR WHEELS Disc Rear Wheels; with Vendor Applied White Powder Coat Paint

WHEEL GUARDS, REAR {Accuride} for Metric Hub Piloted Wheels with Flanged Mounting Nuts, Mounted Between Hub & Wheel and Between Dual Wheels

BDY INTG, PTO ACCOMMODATION for (3) Latched Rocker Switches, (1) PTO Switch, (2) Generic Switches to Control (3) 30 amp relays, with Programmable Interlocks, for Body Builder Hook up in the Engine Compartment Left Side, Recommended for Automatic Transmissions

Cab schematic 100WL

Location 1: 9219, Winter White (Std)

**Description**

Chassis schematic N/A

**Services Section:**

WARRANTY Standard for HV507/HV509, HV50B, HV607/HV609 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2025A

MUNICIPAL LICENSE PLATES & TITLE FEE

**Description**

(US DOLLAR)

**Price**

Net Sales Price:

\$104,405.00

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ABOVE FIGURE IS FOR A CHASSIS ONLY

ABOVE FIGURE WAS CALCULATED USING STATE CONTRACT # 24-416CMS-BOSS4-B-41660  
 ( signed & eventually will be added to BidBuy site )

ADD: \$9,800.00 TO USE SOURCEWELL CONTRACT # 032824 NVS in-leau-of State Contract ( above )

CHASSIS MUST BE BUILT PRIOR TO 12/31/2025 TO SECURE ABOVE PRICING

PRICING DOES NOT INCLUDE ANY FUTURE/POTENTIAL INCREASES FOR THE FOLLOWING:  
 NEW CUMMINS ENGINE OR ENGINE EMISSION SURCAHRGES, FREIGHT / DESTINATION FEES, RAW MATERIAL,  
 COMMODITY SURCHARGES, TARRIFFS OR TITLE FEES

NOTE: TIRE BRANDS AND TREAD DESIGNS CAN NOT BE GUARANTEED DUE TO TIRE SHORTAGES

**Approved by Seller:**

**Accepted by Purchaser:**

SALES REPRESENTATIVE 06-12-2025

Official Title and Date



Authorized Signature

KANE COUNTY FOREST PRESERVE

Firm or Business Name

Authorized Signature and Date

This proposal is not binding upon the seller without  
 Seller's Authorized Signature

Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating  
 and reporting/paying appropriate FET to the IRS.

The limited warranties applicable to the vehicles described herein are Navistar, Inc.'s standard printed warranties which  
 are incorporated herein by reference and to which you have been provided a copy and hereby agree to their terms and  
 conditions.



# HENDERSON

PRODUCTS, INC.

11921 SMITH DRIVE  
HUNTLEY, IL 60142  
PHONE: 847-836-4996  
FAX: 563-927-7108

## CUSTOMER QUOTE

Page 1  
Quote #188510  
Rev #32

To: RUSH TRUCK CENTERS OF ILLINOIS

Attn:

Quote Date: 6/12/2025

Valid Until: 9/10/2025

NPPGov Contract# PS22170

NPPGov #: PLACEHOLDER

Quoted:

Kane County Forest Preserve District DUMP ONLY TANDEM

Quoted By: Chris Fack

Phone: 847-836-4996

Cell: 847-754-5035

Fax: 563-927-7108

Email: cfack@hendersonproducts.com

Henderson Products is pleased to present the following quote. Please contact us if you have any questions.

### HPI MarkE

COUNTRY/LANGUAGE: **USA/ENGLISH**

FAMILY: **MARK E, CLASSIC**

FLOOR LENGTH: **14' FLOOR LENGTH**

SIDE HEIGHT: **44" SIDE HEIGHT**

BODY MATERIAL(SIDES/HEADSHEET): **10GA 201SS SIDES/HEADSHEET**

SIDE BRACES: **(2) 10GA 201SS WELD ON SIDE BRACE**

TOP RAIL/RUB RAIL MATERIAL: **10GA 201SS TOP & RUB RAILS**

REAR BOLSTER HEIGHT: **8" BOLSTER, 2-1/8" POCKETS**

REAR BOLSTER MATERIAL: **1/4" 201SS REAR BOLSTERS**

FRONT BOLSTER: **NO FRONT BOLSTERS**

FLOOR MATERIAL: **1/4" AR400 FLOOR**

HOIST TYPE: **TRN MT HOIST, INTERNAL DH, DA**

CYLINDER MODEL: **CS/G4, DBL ACT, 2YR SALT WTY\***

HYDRAULIC LINES: **1/2" SS HYDRAULIC LINES DS LONGSILL**

HOOKLIFT A-FRAME: **NON-HOOKLIFT**

HOIST MOUNT TYPE: **STANDARD WIDTH CRADLE**

INSTALL HOIST & CRADLE: **UPFITTER INSTALLED H&C**

LONGSILLS: **8" I-BEAM LONGSILLS, FULL WELD**

BODY HINGE MAINTENANCE: **GREASEABLE PINS, WITH BUSHINGS**

TAILGATE STYLE: **CONFIGURABLE STANDARD TAILGATE**

TAILGATE SHEET MATERIAL: **10GA 201SS TAILGATE SHEET**

TAILGATE LINER: **NO TAILGATE LINER**

COAL CHUTE: **NO COAL CHUTE**

TAILGATE BRACE: **1 HORZ/2 VERT TAILGATE BRACES**

TAILGATE LIFT STYLE/LOCATION: **FORMED LIFT LOOP, TOP BRACE**

TAILGATE RELEASE & CONTROL: **DOUBLE ACTING, SS BUSHING, TG RELEASE**

TAILGATE HINGE: **STD, 1-1/4" PIN, 1" PLT**

TAILGATE CHAINS: **ZINC TAILGATE CHAINS**

BOLSTER CHAIN HOOKS: **BANJO CHAIN HOOKS INSTALLED**

HORIZONTAL J-HOOKS: **NO HORIZONTAL J-HOOKS**

TAILGATE PIN LANYARDS: **NO TAILGATE PIN LANYARDS**

TAILGATE AIR VALVE: **UPFITTER SUPPLIED TAILGATE AIR VALVE**

LUBRICATION: **GREASEABLE PINS, JAWS, & SHAFT**

CABSHIELD STYLE/WIDTH/OVERHANG: **WELD-ON, 22"x86", NO TARP SHROUD**

CABSHIELD MATERIAL: **201SS, 10GA PANEL, 7GA ENDS**



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# HENDERSON

PRODUCTS, INC.

11921 SMITH DRIVE  
HUNTLEY, IL 60142  
PHONE: 847-836-4996  
FAX: 563-927-7108

## CUSTOMER QUOTE

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Quote #188510  
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CABSHIELD INSTALLATION: CABSHIELD SHIPS LOOSE  
CABSHIELD OFFSET: OFFSET NOT APPLICABLE  
CABSHIELD LIGHTING: CS LIGHTS, 4 FORWARD, 1 EACH SIDE, 4 REAR  
ASPHALT LIP: NO ASPHALT LIP  
SIDE BOARDS: NO SIDEBARDS  
SIDE LADDER LOCATION: LADDER/GRBHND, DS FRNT, SL  
SIDE LADDER TYPE: LADDER, PULLOUT 201SS, FIXED UPR  
BODY STEPS: NO INTERIOR STEPS  
RUB RAIL LIGHTING: NO RUB RAIL LIGHTING  
REAR BOLSTER MARKER LIGHTING: NO MARKER LIGHT  
REAR FACING REAR BOLSTER LIGHT: 3 OBOUND LIGHT  
LIGHTING ADD ONS: NO WELD-ON LIGHT BOX  
LIGHTING PACKAGE: UPFITTER SUPPLIED LIGHT PACK  
PWS TANKS: NO PREWET TANKS  
PREWET PREP: NO PREWET BOX BRACKET  
WALK RAILS: 2" DRVR & CURB WALK RAIL  
TARP RAILS: NO TARP RAILS  
VIBRATOR LOCATION: NO VIBRATOR  
TGS INSTALLATION: NO FACTORY INSTALLED TGS  
TGS INTEGRATION: NO TGS SPILL SHIELDS  
TGS/ASPHALT LIP MOUNT HOLES: NO MOUNT HOLES IN BOLSTER  
FINISH PREP: WASH & PRIME MILD PARTS ONLY  
PAINT/FINISH: NO FINISH  
NOTE 1:: ADDITIONAL CUSTOM OPTION  
CUSTOM OFFERING: BARN DOOR TAILGATE  
NOTE 2:: NO ADDITIONAL CUSTOM OPTIONS  
NOTE 3:: NO ADDITIONAL CUSTOM OPTIONS  
NOTE 4: NO ADDITIONAL CUSTOM OPTIONS  
NOTE 5: NO ADDITIONAL CUSTOM OPTIONS  
NOTE 6: NO ADDITIONAL CUSTOM OPTIONS  
NOTE 7: NO ADDITIONAL CUSTOM OPTIONS  
NOTE 8: NO ADDITIONAL CUSTOM OPTIONS

### Installation Workup

Facility: IDC-IL

Chassis Delivery To Henderson: Truck Dealer/Customer Delivers

Completed Truck Delivery Method: Henderson Delivers (100 miles or less)

Chassis Make: International

Dump Body Type: Mark E Tandem Axle

Floor Length: 14ft Floor Length

Hoist Type: Tele Trunnion Hoist, Internal Doghouse

Cylinder Type: Double Acting

Body Material (Sides/ends): Stainless Steel Type Body Material

Tailgate Release Type: Factory supplied electric over air valve release

Pressure Protection Valve: Direct to air tank valve (Int, Mack & Volvo)

Cabshield Install: Supl'd by fact, welded to body @ IDC, sales to order w/ unit



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## CUSTOMER QUOTE

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Ladder(s): **Supplied by factory, Install @ IDC (sales to order w/ unit)**  
Ladder Install QTY (Dump): **(1) LADDER INSTALLED @ IDC (LABOR ONLY)**  
Ladder Install Style (Dump) 1: **3 Step Pull Out**  
Ladder Install Loc 1 (Dump): **Driver Side Front**  
Shovel Holder: **(1) IDC Supl'd Spring Loaded SS Shovel Holder w/ SS brckt**  
Shovel Holder Loc (1): **Driver side body**  
Sideboards: **Wood (Un-Painted), supplied/installed by IDC**

### Sideboard Notes:

### Body Spec Notes:

Chassis Accessories: **Yes (SELECT RELATED OPTIONS BELOW)**  
Mudflaps (Rear): **Swinging w/Logo**  
Mudflap Type (Rear): **36" Swinging, SS (with LOGO)**  
Fenders: **Front Quarter Fenders, Poly (standard)**  
Pintle Plate: **Yes (select from options below)**  
Pintle Plate Configuration: **3/4" Plate, PH20 Holes, SA w/ SubFrm (3LTC)**  
Pintle Plate D-Rings: **Qty (2) 1" D-rings, 50 deg bend**  
Pintle Hook: **2" Combination, 10 Ton**  
Glad Hands: **Glads, Fixed, strt, serv & emerg, w/ Dust Covers,Pr**  
Trailer Plug (1): **7 Pin Trailer Plug, Truck end 7-Way RV,new style (municipal)**  
Truck Wash: **Complete Truck Wash/Clean/Vac 1**  
Warranty: **Standard 1 Year Warranty**  
Inspection: **Walk-around meeting only**  
Reflective Tape: **Reflective Tape, Henderson Logo (60' Linear)**  
Install Touch-up: **Basic Installation Touch-Up**

Electrical: **Yes (SELECT RELATED OPTIONS BELOW)**  
Power Distribution Panel: **Power Distribution Panel**  
Misc Electrical Supplies: **Req'd Misc Elect Supplies**  
Cabshield Warning Light Qty: **Qty 8 Lights (Order Holes with Unit)**  
Cabshield Warning Lights: **QTY 8, 6" LED Oval Strobes, Amber (order holes w/unit)**  
Cabshield S/T/T: **QTY 2, 6.5" LED S/T/T for Cabshield (order boxes w/unit)**  
Cabshield Lighting Harness: **Cabshield Warning (qty 8-10) & STT**  
Rear Dump Bolster (S/T/T): **LED S/T/T, kit (West) (order holes)**  
OEM Light Remount: **Remount OEM Chassis Lights**  
Rear Dump Bolster (Back-up): **B/U Lights, LED, Clear, Oval, pair (Order holes with body)**  
Rear Dump Bolster Strobes: **6" LED Oval Strobes, Amber, 1 PR, (order holes w/unit)**  
Back up alarm: **Backup Alarm, 97db**  
Junction Box/Backup Alarm Bracket: **Backup Alarm Bracket Installed**  
Body up switch/light: **Supplied with Hydraulics, IDC install**  
Brake controller: **Brake Controller, Voyager Brake Controller**  
Backbone & Wire Standoffs: **14' Backbone (For TA)**

### Electrical Spec Notes:





# HENDERSON

PRODUCTS, INC.

11921 SMITH DRIVE  
HUNTLEY, IL 60142  
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## CUSTOMER QUOTE

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Hydraulics: **SA/TA Dump Only Package**  
Pump Type: **Chassis Supplied**  
PTO Type: **Included in Hydraulics Package**  
Reservoir Type: **Supplied With Hydraulics**  
Valve Enclosure Type: **Supplied With Hydraulics**  
Cab Controls: **Custom Cab Controls (Note below)**  
Cab Controls (Spec): **Dump Only Package CERTIFIED POWER**  
Return Filter: **Return Filter Bracket**

### Hydraulics Notes:

Cable Controls  
Central Hydraulics to Run  
Double Acting Hoist

Includes Hot Shift PTO  
Carbon Steel Oil/Valve Enclosure

Original package price: \$73,474.00  
Total package w/applicable NPPGov discount: \$64,782.00  
Freight: \$311.00  
Package(s): 1  
Total: \$65,093.00

**Due to the volatility in material costs and chassis delays, pricing is subject to change at time of manufacturing and/or upfit.**

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

### Quote notes:

Henderson offers a deposit program with additional discounts. Please contact your Henderson sales representative for more details.

All Terms and Conditions Apply. Terms of Sale Document available at:  
[http://www.hendersonproducts.com/assets/Terms\\_of\\_Sale.pdf](http://www.hendersonproducts.com/assets/Terms_of_Sale.pdf)



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STATE OF ILLINOIS    )  
                                  SS.  
COUNTY OF KANE    )

**FP RESOLUTION NO. TMP-25-752**

**RESOLUTION APPROVING THE BID FOR THE CHASSIS CAB UPFITTING  
FOR THREE FORD F-450 TRUCKS**

WHEREAS, it is deemed necessary and desirable for the Commissioners of the Forest Preserve District of Kane County, Kane County, Illinois to authorize bids for the upfitting of three District F-450 chassis cabs; and

WHEREAS, the District took possession of three F-450 chassis cabs during FY 2024/25, following significant delays in availability of vehicles; and

WHEREAS, upfitting of dump bodies, hydraulic systems, snowplows, and salt spreaders are required, to meet the service needs of the District; and

WHEREAS, Henderson Products, Inc. is a certified vendor through National Purchasing Partners Government to furnish and install identified components on three District-owned F-450 chassis cabs at a total cost of \$214,062.00.

NOW, THEREFORE, BE IT RESOLVED by Board of Commissioners of the Forest Preserve District of Kane County, Illinois, that qualified, lowest bid from Henderson Products, Inc. of Huntley, Illinois, at a total cost of \$214,062.00 be, and hereby is, accepted and approved.

APPROVED AND PASSED on this 8th day of July, 2025.

---

Bill Lenert  
President, Kane Forest Preserve  
Kane County, Illinois

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Mohammad Iqbal  
Secretary, Kane Forest Preserve  
Kane County, Illinois



# AGENDA MEMORANDUM

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**DATE:** June 24, 2025

**TO:** Forest Preserve District Finance & Administration Committee

**FROM:** Jeremy Jensen, Director of Operations  
Benjamin Haberthur, Executive Director

**SUBJECT:** Presentation and Approval for Upfitting of Three Ford F-450 Chassis Cabs for the Operations Department

---

**PURPOSE:**

The purpose of this memorandum is to provide the Committee with information to consider the approval of upfitting three District Ford F-450 chassis cabs for the Operations department.

**BACKGROUND:**

Trucks #322, #324, and #425 had originally been budgeted for replacement during Fiscal Year 2023/24. Due to vehicle shortages, the completely upfitted and ready-to-utilize vehicles were unavailable. Therefore, the District took advantage of an opportunity to purchase available chassis cabs, in an effort to source the much-needed replacements for the District's fleet. Three Ford F-450 chassis cabs were received during Fiscal Year 2024/25, after being delayed for a year due to manufacturer shortages.

This upfitting proposal includes the purchase and installation of the necessary equipment on those chassis' cabs. Each of the three chassis cabs will receive an 11' stainless steel dump body with trunnion mount, telescopic hoist, a stainless steel, under tailgate, direct-drive salt spreader, a 9'6" Western MVP snowplow, a 2.5" receiver hitch, top mount and corner safety strobe-light package with power distribution panel, and DOT-required marker lights and reflecting striping, at a cost of \$71,354 per truck, a total cost of \$214,062.

Henderson Products, Inc. is a qualified distributor through National Purchasing Partners Government (NPPG), a cooperative purchasing group that satisfies the public bid requirements. NPPG has recently become more competitive, compared to other governmental procurement options, and allows the District to recognize a combined \$16,125 of savings compared to the retail price.

**FINANCIAL IMPACT:**

Funds totaling \$215,070 have been approved for fiscal year 2025/26 in account 01-21-24-7010, Fleet/Trades Automotive Equipment. Funds will be available as of July 1, 2025, to sufficiently cover the total cost of \$214,062.

**RECOMMENDATION:**

Staff is recommending the Committee approve the upfitting of three Ford F-450 chassis cabs with dump bodies, hydraulics, salt spreaders, and snowplows, as presented, from Henderson Products, Inc. of Huntley, Illinois, for a total cost of \$214,062.

**ATTACHMENTS:**

*Quotation*



# HENDERSON

PRODUCTS, INC.

11921 SMITH DRIVE  
HUNTLEY, IL 60142  
PHONE: 847-836-4996  
FAX: 563-927-7108

## CUSTOMER QUOTE

Page 1  
Quote #176323  
Rev #116

To: Forest Preserve District of Kane County  
Attn:

Quote Date: 6/12/2025  
Valid Until: 9/10/2025  
NPPGov Contract# PS22170  
NPPGov #: PLACEHOLDER

Quoted By: Chris Fack  
Phone: 847-836-4996  
Cell: 847-754-5035  
Fax: 563-927-7108  
Email: cfack@hendersonproducts.com

Quoted:

Forest Preserve District of Kane County MK3 TGS WESTERN PLOW

Henderson Products is pleased to present the following quote. Please contact us if you have any questions.

### Mark III utility sized single axle dump body

Body Length: 11' body length

Side / Tailgate Height: 18" side height / 24" tailgate height 4.3/5.8 yd

Hoist Type: Telescopic hoist, trunion mount (Req's Min 2000 PSI)

Hoist Cylinder: CS 85-4.5-3 double acting cylinder ILO standard

Install Cylinder and Subframe: Yes

Side Construction: Double Wall 12 ga FIXED Sides

Optional Sides/Ends Materials: 201SS sides and ends

Optional Floor Materials: 3/16" AR400 floor ILO std grade 50

Tailgate Style: Standard Dump Tailgate-Requires Pin Removal for Lay Down

Headsheet Type: Straight headsheet with integral 53" cabshield clearance

Integral Cabshield Notice: !!!DEALER TO VERIFY CHASSIS CAB CLEARANCE PRIOR TO ORDER!!!

Option 1 Description: 2 fwd, 1 ea side, 2 rear facing

### TGS salt / sand spreader

TROUGH MATERIAL: 201SS

AUGER SIZE AND TYPE: 6" dia. auger, direct drive

MOUNTING BRACKETS: Standard Mount Kit 96" Width

### Installation Workup

Facility: IDC-IL

Chassis Delivery To Henderson: Truck Dealer/Customer Delivers

Completed Truck Delivery Method: Henderson Delivers (100 miles or less)

Chassis Make: Ford

Chassis Model Yr: 2025

Chassis Model: F450

Useable CA/CT: 84in.

Front Plow Type: Western/Fisher Type Plow

Western/Fisher Plow Spec: Western Plow MVP 3 9ft.6in.

Plow Options 1: Halogen Plow Lights



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## CUSTOMER QUOTE

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Quote #176323  
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Plow Options 2: **Snow Deflector**

Dump Body Type: **Mark Three**

Floor Length: **11' floor length**

Hoist Type: **Telescopic Hoist w/ Subframe**

Cylinder Type: **Double Acting**

Body Material (Sides/ends): **Stainless Steel Type Body Material**

Cabshield Install: **Supplied/Installed @ Factory (sales to order w/ unit)**

Shovel Holder: **(1) IDC Supl'd Spring Loaded SS Shovel Holder w/ SS brckt**

Shovel Holder Loc (1): **Passenger side headsheet**

### Body Spec Notes:

Spreader Type: **TGS**

TGS Drive Type: **Hydraulic Drive**

TGS Spinner Configuration: **Single Spinner Install**

TGS Body Type: **Standard straight gate body install**

TGS mounting type: **STD TGS brackets (supplied with unit)**

HYD QD Mount Brackets: **Stainless Steel QD Mount in front of dump body bolster**

Chassis Accessories: **Yes (SELECT RELATED OPTIONS BELOW)**

Mudflaps (Rear): **Swinging w/Logo**

Mudflap Type (Rear): **36" Swinging, SS (with LOGO)**

Fenders: **Front Quarter Fenders, Poly (standard)**

Pintle Plate: **Yes (select from options below)**

Pintle Plate Configuration: **1 Ton, 5/8" Plate, 2.5" Recvr (w/3LTC)**

Pintle Plate D-Rings: **Qty (2) 5/8" D-rings**

Trailer Plug (1): **7 Pin Trailer Plug, Truck end 7-Way RV,new style (municipal)**

Truck Wash: **Complete Truck Wash/Clean/Vac 1**

Warranty: **Standard 1 Year Warranty**

Inspection: **Walk-around meeting only**

Reflective Tape: **Reflective Tape, Henderson Logo (60' Linear)**

Electrical: **Yes (SELECT RELATED OPTIONS BELOW)**

Power Distribution Panel: **Power Distribution Panel**

Worklight(s) QTY: **(QTY 1) Work Light (Select type below)**

Worklight (1) Type: **LED, Worklight, 4in Round (Optilux)**

Worklight (1) Gen Location: **Rear Spinner**

Cabshield Warning Light Qty: **Qty 6 Lights (Order Holes with Unit)**

Cabshield Warning Lights: **QTY 6, 6" LED Oval Strobes, Amber (order holes w/unit)**

Cabshield Lighting Harness: **Cabshield Warning Lights Only (qty 2-6)**

Rear Dump Bolster (S/T/T): **LED S/T/T/BU, MK3, Grote harness light kit**

OEM Light Remount: **TBD @ Prebuild**

Rear Dump Bolster Strobes: **6" LED Oval Strobes, Amber, 1 PR, (order holes w/unit)**

Back up alarm: **Backup Alarm, 97db**

Body up switch/light: **Supplied with Hydraulics, IDC install**

Backbone & Wire Standoffs: **10' Backbone (For SA)**





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## CUSTOMER QUOTE

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Rev #116

Camera: **Camera supplied with chassis**

### Electrical Spec Notes:

Hydraulics: **1 ton package**

Hydraulic System Type: **Central Hydraulic System (Transmission Mnt)**

System Spec/Quote: **QT001-2037796-1**

Valve Enclosure Type: **Supplied With Hydraulics**

SS Tubing Upgrade: **1 Ton Kit (w/spreader)**

Quick Coupler Upgrade: **Standard Quick Couplers**

Hyd Options 1: **SWITCH KIT, PROXIMITY 148599**

### Hydraulics Notes:

Force America DS System  
5100 Spreader Controller  
Open Loop System

Central Hydraulics To Run

Hoist  
Auger  
Spinner

Western Plow will be electric over hydraulic

Original package price: \$76,090.00

Total package w/applicable NPPGov discount: \$70,715.00

Freight: \$639.00

Package(s): 3

Total: \$214,062.00

Sales tax may apply to this order but is not included in the package total. If you are tax exempt, please submit your exemption certificate to [finance@hendersonproducts.com](mailto:finance@hendersonproducts.com).

**Due to the volatility in material costs and chassis delays, pricing is subject to change at time of manufacturing and/or upfit.**

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

### Quote notes:

Henderson offers a deposit program with additional discounts. Please contact your Henderson sales representative for more details.



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## CUSTOMER QUOTE

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All Terms and Conditions Apply. Terms of Sale Document available at:  
[http://www.hendersonproducts.com/assets/Terms\\_of\\_Sale.pdf](http://www.hendersonproducts.com/assets/Terms_of_Sale.pdf)