

frmPrtClaim

Kendall County

Vendor# Name

## COMBINED Supplemental Claims Listing

01/18/19

7:59:47 AM

Page 012

Invoice #	Description	Date	Budget #	Account Description	Dist Amount
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## FOREST PRESERVE EXPENDITURE

262 091310	IL STATE POLICE	12/31/2018			
263 111514	KONICA MINOLTA BUSINESS SOLUTI	9005319551			

264 190816	SHAW MEDIA	12/31/18			
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265 190816	SHAW MEDIA	12/31/18			
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## ELLIS HOUSE

266 010452	ADS, INC	1/6/19:EL			
267 130506	MENARDS	39048			
268 130506	MENARDS	36939			

01/24/19	27020006200	OFFICE SUPPLIES & POSTAGE	10.00	bantrim
01/24/19	27020006200	OFFICE SUPPLIES & POSTAGE	143.00	** ghaughe
			153.00*	

01/24/19	27020006209	LEGAL PUBLICATIONS	107.26	bantrim
			107.26*	

01/24/19	27020006843	PROMOTION/PUBLICITY	184.61	bantrim
			184.61*	

Total FOREST PRESERVE EXPENDITURE

444.87\*

01/24/19	27021007080	EL-ALARM MONITOR	165.00	** bantrim
01/24/19	27021007080	EL - SUPPLIES	43.11	bantrim
01/24/19	27021007080	EL-GROUNDS SUPPLIES	31.19	bantrim
			239.30*	

Invoice #	Description	Date	Budget #	Account Description	Dist Amount
<b>ELLIS BARN</b>					
269 010452	ADS, INC	1/6/19:EL			
270 101297	JOHN DEERE FINANCIAL	1/1/19:EL			
	EL-ALARM MONITOR	01/24/19	27021017080	Grounds & Maint - Ellis B	165.00
	EL-MAINT SUPPLIES	01/24/19	27021017080	Grounds & Maint - Ellis B	33.98
					198.98*
				<b>Total Ellis Barn</b>	<b>198.98*</b>
<b>ELLIS RIDING LESSONS</b>					
271 101297	JOHN DEERE FINANCIAL	1/1/19:EL			
	EL-ANIMAL SUPPLIES	01/24/19	27021117082	Animal Care & Supplies -	221.94
					221.94*
				<b>Total Ellis Riding Lessons</b>	<b>221.94*</b>
<b>ELLIS BIRTHDAY PARTIES</b>					
272 101297	JOHN DEERE FINANCIAL	1/1/19:EL			
	EL-ANIMAL SUPPLIES	01/24/19	27021127082	Animal Care & Supplies -	100.00
					100.00*
				<b>Total Ellis Birthday Parties</b>	<b>100.00*</b>
<b>HOOVER</b>					
273 031510	COMMONWEALTH EDISON	1/4/19:BATH			
274 031510	COMMONWEALTH EDISON	1/4/19:MULTIPLE			
275 031510	COMMONWEALTH EDISON	1/4/19:HOUSE			
	HOOVER BATHHOUSE	01/24/19	27022006861	Hoover - Electric	570.41
	HOOVER MULTIPLES	01/24/19	27022006861	Hoover - Electric	1,968.07
	HOOVER HOUSE	01/24/19	27022006861	Hoover - Electric	84.91
					2,623.39*
276 061588	TROOP 41	18-00296			
277 190795	JAY SHIFF	18-00289			
278 231012	MAGGIE WITZ	18-00260			
279 267580	LAURIE JACKSON	18-00313			
	BUNKHOUSE SEC DEP RT	01/24/19	27022007088	Hoover Security Deposit R	100.00
	BUNKHOUSE SEC DEP RT	01/24/19	27022007088	Hoover Security Deposit R	100.00
	ML SEC DEP RTN	01/24/19	27022007088	Hoover Security Deposit R	95.00
	ML SEC DEP RTN	01/24/19	27022007088	Hoover Security Deposit R	142.50
					437.50*
				<b>Total Hoover</b>	<b>3,060.89*</b>
<b>ENV ED NATURAL BEGINNINGS</b>					
280 264915	TINA BRANNING	1/17/19:TB			
	NB-PHOTOS	01/24/19	27023036849	ENV EDUC - NATURAL BEGINN	15.48
					15.48*
				<b>Total ENV ED NATURAL BEGINNINGS</b>	<b>15.48*</b>
<b>Grounds &amp; Natural Resources</b>					
281 040538	DEKANE EQUIPMENT CORP	021402			
282 101297	JOHN DEERE FINANCIAL	12/27/18			
	HOOVER SNOWBLOWER	01/24/19	27025006216	EQUIP - Grounds & Natural	679.00
	CHAIN SAW, SNOBLOWER	01/24/19	27025006216	EQUIP - Grounds & Natural	756.65
					1,435.65*
283 110531	KENDALL CO HIGHWAY DEPT	DEC 2018			
	GAS/DIESEL: DEC 2018	01/24/19	27025006217	FUEL - GAS & OIL	686.71
					686.71*

frmPrtClaim		Kendall County		COMBINED Supplemental Claims Listing				01/18/19	7:59:47 AM	Page 014
Vendor #	Name	Invoice #	Description	Date	Budget #	Account Description	Dist Amount			
284 130506	MENARDS	38676	HARRIS-BRIDGE REPAIR	01/24/19	27025006837	PRESERVE IMPROV - GR & NA	69.40			bantrim
285 150850	O'MALLEY WELDING & FABRICATING	18462	SUBAT-GATE	01/24/19	27025006837	PRESERVE IMPROV - GR & NA	95.00			bantrim
286 190563	SERVICE SANITATION, INC	1/11/19	PORTABLE RESTROOMS	01/24/19	27025006847	REFUSE PICKUP - GROUNDS &	164.40*			
287 140937	NICOR	1/9/19:MILLBROO	MILLBROOK SOUTH	01/24/19	27025006848	GAS - GROUNDS & NATURAL R	67.00			bantrim
288 140937	NICOR	1/10/19:HA	HARRIS	01/24/19	27025006848	GAS - GROUNDS & NATURAL R	67.00*			
289 101297	JOHN DEERE FINANCIAL	12/27/18	HARRIS SHOP SUPPLIES	01/24/19	27025007089	SUPPLIES - SHOP	103.74			bantrim
290 110530	KENDALL PLUMBING & HEATING	19028297	HARRIS: TOILET REFAI	01/24/19	27025007089	SUPPLIES - SHOP	258.57			bantrim
							362.31*			
							39.39			bantrim
							125.00			bantrim
							164.39*			
						<b>Total GROUNDS &amp; NATURAL RESOURCES</b>	<b>2,880.46*</b>			

Total Forest Preserve Claims \$7,161.92

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

**JANUARY 3, 2019**

**I. Call to Order**

Acting Committee Chair Hendrix called the Operations Committee meeting to order at 6:02 pm in the Kendall County Board Room.

**II. Roll Call**

Commissioners Gilmour, Hendrix, and Prochaska all were present.

Commissioner Purcell entered the meeting room at 6:03 pm.

**III. Approval of Agenda**

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

**IV. Citizens to be Heard**

There were no citizens to be heard.

**V. Review of Financial Statement Reports through December 31, 2018**

Director Guritz presented the financial statement reports through December 31, 2018. Farm lease yield payments are being collected. Winter break camps are full.

Commissioner Purcell entered the meeting room at 6:03 pm.

Director Guritz reported Meadowhawk Lodge contracts and projected revenues, and Winter Break camps.

**VI. Special Use Permit Requests**

- a. Rheta Murdaugh – Shoop Scoot 5K Run, September 1, 2019
- b. Kendall County Horse Show Association 2019 Meetings and Events
- c. Bristol-Kendall Search and Rescue –Pickerill-Pigott Forest Preserve



Commissioner Prochaska made a motion to approve the special use permit request from Rheta Murdaugh for the Shoop Scoot 5K Run, September 1, 2019. Seconded by Commissioner Gilmour. Aye, all. Opposed, none.

Director Guritz remarked there was nothing to report for the Kendall County Horse Show Association. Bristol-Kendall Search and Rescue wants to move training to Pickerill-Pigott Forest Preserve.

Commissioner Prochaska made a motion to approve the special use permit request from Bristol-Kendall Search and Rescue – Pickerill-Pigott Forest Preserve. Seconded by Commissioner Gilmour. Aye, all. Opposed, none.

## **VII. KCFPD Personnel Policies Manual Review – KC-SAO FMLA Policy Guidance**

Director Guritz reported the SAO responded that the sick policy has to stay at 3 days. The SAO is updating their own manual, and has offered to complete a review of the District's manual. Direction was received from the Committee to forward the draft personnel policy manual to the State's Attorney's Office for review.

## **VIII. Operations Updates and Discussions**

- Environmental Education

1. ICECF Community Restoration Challenge Grant – TransCanada Donation

Director Guritz reported TransCanada is extending a \$10,000 donation to the Forest Foundation of Kendall County. This fully satisfies the ICECF challenge grant, with additional funds scheduled for completing the Hoover nature play space Hobbit Tunnel and water feature.

2. Oak Woodland Winterfest Event at Hoover Forest Preserve

Director Guritz reported on the winter Woodlands and Wildlife Festival plans. There will be vendors, exhibitors, restoration activity stations, local wildlife ambassadors, and a food truck. This event is being covered by outside grants. The press release was presented.

- Grounds and Natural Resources Updates

1. Henneberry Forest Preserve Restoration Project Updates

Director Guritz presented a report on the tree mitigation and completed restoration of 45-acres at Henneberry Forest Preserve. The Operations Committee discussed public access issues and approaches for Henneberry Forest Preserve.

2. Hoover Forest Preserve – Designated Trails and Trail Users Welcome Center Project

Director Guritz presented an updated report on the signage for designated trails, and welcome center for Hoover Forest Preserves. The trails have been mapped out.

- Ellis House and Equestrian Center

1. 2019 Bridal Expo Updates

Director Guritz presented updates on the 2019 Bridal Expo. Chicago Wedding Guide is helping to advertise the Expo. Preferred caterers are being renewed with new caterers added in the current year.

The Operations Committee requested regular client contact updates on the both event venues.

2. Event Venue Rentals – Incentive Program Discussion

Director Guritz presented an update on event venue rental and incentive programs. The incentive program would be for staff to extend time to tours and support outside of regular duties.

The Operations Committee discussed the incentive program. One of the issues to be discussed further is how to reconcile inequity with proposed incentive bonuses for Facility and Event Attendants where conducting tours and hosting events are the primary duties of the position.

- Little Rock Creek Forest Preserve – Preserve Soft-Opening Date Discussion

Director Guritz presented the Upland Design public access plan and report on the proposed soft-opening date (June 1) for Little Rock Creek Forest Preserve. There is a fall 2019 deadline for completing the ICECF Amenities and Events grant projects.

- Pickerill-Pigott Forest Preserve – Resident Grounds Maintenance Position

Director Gurtiz reported the District has received a request from the Soil and Water Conservation District for use of the building for storage of educational program supplies. The building can currently be used by staff, but not for public programs.

The Operations Committee discussed the future plans for the Pickerill estate house.

Director Guritz requested direction on the posting of the Resident - Grounds Maintenance position which would require Commission approval of a 1-year residence lease agreement.

The Operations Committee gave direction to present the position for discussion to Committee of the Whole.

**IX. Executive Session**

None.

**X. Other Items of Business**

Director Guritz reported there was a new grounds maintenance position hired at Hoover and an additional part time position opening. Kim Olson, Grounds Supervisor, has announced her retirement after nearly 20-years of service.

Commissioner Prochaska remarked there is a potential area of land owned by the Highway Department near Big Rock Creek that would be suitable for District purposes at some point in the future, perhaps as a donation to provide match for a future land acquisition project.

**XI. Citizens to be Heard**

No public comments were offered by those in attendance.

**XII. Adjournment**

Commissioner Gilmour made a motion to adjourn. Seconded by Commissioner Prochaska. Aye, all. Meeting adjourned at 7:48 pm.

Respectfully submitted,

David Guritz  
Executive Director, Kendall County Forest Preserve District

**KENDALL COUNTY FOREST PRESERVE DISTRICT  
COMMITTEE OF THE WHOLE MEETING MINUTES**

**JANUARY 8, 2019**

**I. Call to Order**

President Gilmour called the Committee of the Whole meeting to order at 4:42 pm in the Kendall County Board Room.

**II. Roll Call**

Commissioners Cesich, Gilmour, Hendrix, Kellogg, Prochaska, Purcell, and Vickers all were present. Commissioner Gryder entered the meeting at 5:00 pm.

**III. Approval of Agenda**

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

**IV. Citizens to be Heard**

There were no public comments received from citizens present.

**V. Executive Director's Report**

Director Guritz presented the Director's report for December, including reports from site supervisors. Director Guritz will be presenting the proposed Phase I Pickerill-Pigott Forest Preserve master plan project to the IDNR Advisory Board in Springfield on January 22.

District bond counsel has provided direction for reducing the FY19 levy to address the FY18 over-levy.

**VI. MOTION: Forward Claims to Commission for an Amount Not-to-Exceed \$20,000.00**

The actual claims list totaling \$12,626.10 was provided within the Committee of the Whole meeting packets. Commissioner Purcell made a motion to forward claims to Commission for an amount not-to-exceed \$12,626.10. Seconded by Commissioner Hendrix. Aye, all. Opposed, none.

Director Guritz reported that the estimate included with the meeting agenda is due to timing for submitting and calculating the total claims amount.

**OLD BUSINESS**

No items were posted under Old Business for consideration.

**NEW BUSINESS**

**VII. IDNR State Forester Tom Gargrave – Chronic Wasting Disease  
Prevalence in White-tailed Deer (*Odocoileus virginianus*) in Kendall  
County – Overview and Discussion**

Tom Gargrave, State Forester for the IDNR presented a report on the status of chronic wasting disease (CWD) in White-tailed deer in Kendall County. Out of 65 deer studied in 2018, 2 tested positive for CDW. Without intervention CWD will spread and decrease the deer population in Kendall County.

Commissioner Gryder entered the meeting room at 5:00 pm.

The Committee of the Whole discussed the request from the IDNR to conduct CWD monitoring and testing in District preserves.

Commissioner Hendrix made a motion to forward consideration of a 2-year pilot program for IDNR-CWD monitoring to the Committee of the Whole for consideration. Seconded by Commissioner Purcell. Aye, Commissioner Cesich, Hendrix, Kellogg, Purcell, and Vickers. Opposed, Commissioner Gilmour, Gryder, and Prochaska.

Motion carried by a vote of 5:3.

**VIII. Position Description Review – Kendall County Forest Preserve District  
Superintendent of Grounds and Natural Resources**

Director Guritz presented the draft position description for the Kendall County Forest Preserve District's Superintendent of Grounds and Natural Resources for review. Direction was received to present the draft position description to the State's Attorney's Office for review.

**IX. Position Description Review – Kendall County Forest Preserve District  
Natural Resources Project Manager**

Director Guritz presented the draft position description for the Kendall County Forest Preserve District Natural Resources Project Manager. The proposed Natural Resources Project Manager will assist with the transition of the new Superintendent, and support the District's natural resources project efforts. Kim Olson would be hired into the position, which could extend no greater than 600 hours under IMRF retirement rules. The salary expectation is \$35 an hour.

The Committee of the Whole discussed the position description and natural resource projects underway or pending in the coming year.

Direction was provided to forward the position description to the State's Attorney's Office for review, and include a timeframe limit for the position of 2-months post-hire of the new

Superintendent, and report back to Commission with a recommendation on whether or not to continue to extend part time employment or terminate the position.

**X. Pickerill-Pigott Resident and Grounds Maintenance Worker – Position Posting and Lease Agreement**

Director Guritz presented the Pickerill-Pigott Resident - Grounds Maintenance Worker position posting and lease agreement.

The Committee of the Whole discussed the lease agreement with the possibility that the lease agreement could be offered as part of the Superintendent's overall compensation package.

Commissioner Gryder left the meeting room at 5:55 pm.

**XI. Innovative Underground, LLC – Lift Station Sewer Intake Pipe Inspection Proposal and Updates**

Director Guritz presented a proposal for the inspection and clearing of the lift station sewer intake pipe received from Innovative Underground, LLC. The extent of repairs needed will be determined, including whether or not a bypass line needs to be constructed. The proposal will be presented on the Commission meeting agenda for an amount not-to-exceed \$8,000.00, which includes a \$1,500 contingency to address unforeseen conditions.

**XII. Bristol-Kendall Fire Department – Release Agreement for Training and Demolition of the Pigott Ranch House at Pickerill-Pigott Forest Preserve**

Director Guritz presented a release agreement for use of the Pigott ranch house for fire department training and demolition at Pickerill-Pigott Forest Preserve.

Commissioner Purcell made a motion to forward the Bristol-Kendall Fire Department – release agreement for training and demolition of the Pigott ranch house at Pickerill-Pigott Forest Preserve to Commission for approval. Seconded by Commissioner Hendrix. Aye, all. Opposed none.

**XIII. Kendall County Forest Preserve District 2019 Debt-Service Levy – Certificate of Reduction Overview**

Director Guritz presented the Kendall County Forest Preserve District 2019 debt-service levy-certificate of reduction for review. Bond Counsel, Lewis Greenbaum will prepare the certificate, and it will be brought back for Commission approval.

**XIV. Executive Session**

None.

**XV. Other Items of Business**

- **2019 Ellis House and Equestrian Center Bridal Expo – Sunday, March 3, 2019 – 11 am – 2pm**

Director Guritz presented information on the 2019 Ellis House and Equestrian Center Bridal Expo scheduled for March 3, 2019 from 11 am – 2 pm.

- **2019 Woodlands and Wildlife Festival – Hoover Forest Preserve – Saturday, February 16, 2019 10 am – 2 pm**

Director Guritz presented information on the 2019 Woodlands and Wildlife Festival at Hoover Forest Preserve scheduled for Saturday, February 16, 2019 from 10 am – 2 pm.

- **2019 Makin' Maple Magic – Hoover Forest Preserve – Saturday, March 9, 2019 – 9:30 am – 11:30 am**

Director Guritz presented information on the 2019 Makin' Maple Magic event at Hoover Forest Preserve scheduled for Saturday, March 9, 2019 from 9:30 am – 11:30 am.

**XVI. Summary of Action Items**

Director Guritz presented a summary of action items. There will be an agenda item to consider the IDNR's CWD monitoring program, two position descriptions, the position seating of Kim Olson, the Innovative Underground proposal, the Bristol-Kendall Fire Department's release and indemnification agreement, a proposed fee increase for the Makin' Maple Magic program, and 2019 farm license agreements. The Committee of the Whole discussed the 2019 farm license agreements.

**XVII. Citizens to be Heard**

No public comments were offered from citizens in attendance.

**XVIII. Adjournment**

Commissioner Purcell made a motion to adjourn. Seconded by Commissioner Prochaska. Aye, all. Meeting adjourned at 6:09 pm.

Respectfully submitted,

David Guritz  
Executive Director, Kendall County Forest Preserve District

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

**JANUARY 15, 2019**

**I. Call to Order**

President Gilmour called the meeting to order at 9:34 am in the Kendall County Board Room.

**II. Pledge of Allegiance**

All present recited the Pledge of Allegiance.

**III. Invocation**

Commissioner Prochaska offered an invocation for the meeting.

**IV. Roll Call**

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

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

**V. Approval of Agenda**

Commissioner Hendrix made a motion to amend and approve the Commission meeting agenda deferring agenda items X, XI, XII, and XV to the following Commission meeting. Seconded by Commissioner Cesich. Aye, all. Opposed, none.

**VI. Citizens to Be Heard**

Public comments were received from several local citizens expressing opposition to the District allowing the Illinois Department of Natural Resources to access preserve areas to conduct CWD monitoring through lethal harvest:

Scott Sciutta; Andrew Hanson of Plano; Tim Jensen; Fred Davis; Eric Thorsen of Plano, Rice Corbin of Plano and Todd Milliron of Yorkville, Illinois offered public comments.



## **VII. Approval of Claims for an Amount Not-to-Exceed \$12,626.10**

Commissioner Gryder made a motion to approve claims not-to-exceed \$12,626.10. Seconded by Commissioner Hendrix.

Motion: Commissioner Gryder					
Second: Commissioner Hendrix					
<b>Roll call: Claims Not-to-Exceed \$3,609,837.56</b>					
<b>Aye</b>	<b>Opposed</b>	<b>Commissioner</b>	<b>Aye</b>	<b>Opposed</b>	<b>Commissioner</b>
X		Cesich	X		Hendrix
		Flowers	X		Kellogg
		Giles	X		Prochaska
X		Gilmour	X		Purcell
X		Gryder	X		Vickers
Motion unanimously approved.					

## **VIII. Approval of Minutes**

- **Kendall County Forest Preserve District Commission Meeting of December 4, 2018**
- **Kendall County Forest Preserve District Commissions Meeting of December 18, 2018**
- **Kendall County Forest Preserve District Operations Committee Meeting of December 5, 2018**
- **Kendall County Forest Preserve District Committee of the Whole Meeting of December 12, 2018**

Commissioner Hendrix made a motion to approve the Commission meeting minutes of December 4, 2018 and December 18, 2018; the Operations Committee meeting minutes of December 5, 2018, and the Committee of the Whole meeting minutes of December 12, 2018. Seconded by Commissioner Vickers. Aye, all. Opposed, none.

## **OLD BUSINESS**

No agenda items were posted under Old Business for consideration.

## **NEW BUSINESS**

### **IX. Chronic Wasting Disease Prevalence in White-tailed Deer (*Odocoileus virginianus*) in Kendall County: Continued Discussions on the Illinois Department of Natural Resource's Request to Conduct CWD Monitoring through Lethal Harvest in Select Forest Preserve Areas – District Wildlife Biologist Bob Massey – IDNR Division of Wildlife Resources**

IDNR Wildlife Biologist Bob Massey presented information on the IDNR-CWD monitoring program. Implementation of program, and need to conduct CWD monitoring within preserve interiors where deer congregate and concentrate was explained, and public comments addressed.

The Board of Commissioners discussed the CWD monitoring through lethal harvest program, and asked for clarification on what would be needed to address risk and liability through the State's Attorney's Office.

Kendall County State's Attorney Weis was consulted to help determine what form of agreement would be needed to allow for IDNR employees to conduct the program within District preserves.

The Board discussed concerns over use of bait piles to attract deer, which can contribute to the spread of CWD. The Board also discussed transmission of the disease, and possible concerns with future cross over into the human population.

Fred Davis was invited to the podium to participate in discussions.

Commission discussed the potential for a pilot program to allow public hunting within District preserves to support control of spread of CWD in the future, which was also supported by the IDNR as a positive step.

Commission gave direction to continue discussions during the February 5, 2019 Commission meeting.

- X. MOTION: Approval of the Superintendent – Grounds and Natural Resources Position Description got the Kendall County Forest Preserve District with Final Edits to be Completed by the Kendall County State's Attorney's Office**

Agenda item postponed.

- XI. MOTION: Approval of the Natural Resources Project Manager Position Description for the Kendall County Forest Preserve District with Final Edits to be Completed by the Kendall County State's Attorney's Office**

Agenda item postponed.

- XII. MOTION: Approval of the Appointment of Kim Olson, Superintendent of Grounds and Natural Resources to the Natural Resources Project Manager Part Time Position Effective January 19, 2019 with an Assigned Salary of \$35.00 Per Hour and Probationary Period Extended through June 7, 2019**

Agenda item postponed.

- XIII. MOTION: Approval of a Proposal from Innovative Underground of Sandwich, Illinois to Complete a Sewer Intake Pipe Inspection for the Hoover Forest Preserve Lift Station for an Amount Not-to-Exceed \$8,000.00**

Director Guritz presented a proposal from Innovative Underground of Sandwich, Illinois to complete a sewer intake pipe inspection for the Hoover Forest Preserve lift station.

Commissioner Gryder made a motion to approve the proposal from Innovative Underground of Sandwich, Illinois to complete a sewer intake pipe inspection for the Hoover Forest Preserve lift station for an amount not-to-exceed \$8,000.00. Seconded by Commissioner Hendrix.

Motion: Commissioner Gryder

Second: Commissioner Hendrix

**Roll call: Innovative Underground**

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

Motion unanimously approved.

**XIV. MOTION: Approval of an \$8.00 Per Participant Fee for the District's Annual Makin' Maple Magic Program and Breakfast at Hoover Forest Preserve**

Commissioner Hendrix made a motion to approve an \$8.00 per participant fee for the District's annual Makin' Maple Magic Program and breakfast at Hoover Forest Preserve. Seconded by Commissioner Gryder.

Motion: Commissioner Hendrix

Second: Commissioner Gryder

**Roll call: Makin' Maple Magic Fee**

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

Motion unanimously approved.

**XV. MOTION: Approval of a Release Agreement with the Bristol Kendall Fire Department to Conduct Demolition and Burn Training, and Razing of the Ranch House (6350A Minkler Road, Yorkville) at Pickerill-Pigott Forest Preserve**

Agenda item postponed.

**XVI. MOTION: Approval of Farm License Agreement #19-01-001 with Albert Collins, Jr. for the Lease of 51.5 Acres of District Property at Henneberry Forest Preserve for a Total Amount of \$10,042.50 for Base Rent, Plus a Calculated Yield Payment**

Director Guritz remarked the agreement is the same as the previous year.

Commissioner Hendrix made a motion to approval farm license agreement #19-01-001 with Albert Collins, Jr. for the lease of 51.1 acres of District property at Henneberry Forest Preserve for a total amount of \$10,042.50 for base rent, plus a calculated yield payment. Seconded by Commissioner Gryder.

Motion: Commissioner Hendrix					
Second: Commissioner Gryder					
Roll call: Farm License Agreement #19-01-001					
Aye	Opposed	Commissioner	Aye	Opposed	Commissioner
X		Cesich	X		Hendrix
		Flowers	X		Kellogg
		Giles	X		Prochaska
X		Gilmour	X		Purcell
X		Gryder	X		Vickers
Motion unanimously approved.					

**XVII. MOTION: Approval of Farm Lease Agreement #19-01-002 with Mark and Tom Mathre for the Lease of 157.31 Acres of District Property at Millbrook North; 118.58 Acres at Millbrook South, and 127.41 Acres at Millington Forest Preserve for a Total Amount of \$79,890.50 for Base Rent, Including a \$0.01 per Bushel Surcharge for Grain Dryer Use, Utility Bill Reimbursement, Plus a Calculated Yield Payment**

Commissioner Hendrix made a motion to approve the farm lease agreement #19-01-002 with Mark and Tom Mathre for the lease of 157.31 acres of District property at Millbrook North; 118.58 acres at Millbrook South, and 127.41 acres at Millington Forest Preserve for a total amount of \$79,890.50 for base rent, including \$0.01 per bushel surcharge for grain dryer use, utility bill reimbursement, plus a calculated yield payment. Seconded by Commissioner Prochaska.

Commissioner Kellogg asked to amend the restricted use of pesticides in the agreement.

Commissioner Hendrix withdrew her motion. Commissioner Prochaska withdrew his second.

Commissioner Kellogg made a motion to approve the farm lease agreement #19-01-002 with Mark and Tom Mathre for the lease of 157.31 acres of District property at Millbrook North; 118.58 acres at Millbrook South, and 127.41 acres at Millington Forest Preserve for a total amount of \$79,890.50 for base rent, including \$0.01 per bushel surcharge for grain dryer use, utility bill reimbursement, plus a calculated yield payment, with an amendment to exclude the provisions for the use of restricted pesticides. Seconded by Commissioner Hendrix.

Motion: Commissioner Kellogg

Second: Commissioner Hendrix

**Roll call: Farm Lease Agreement #19-01-002 as amended**

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

Motion unanimously approved.

Commissioner Prochaska made a motion to reconsider farm license agreement #19-01-001 with Albert Collins, Jr. for the lease of 51.1 acres of District property at Henneberry Forest Preserve for a total amount of \$10,042.50 for base rent, plus a calculated yield payment. Seconded by Commissioner Hendrix. Aye, all. Opposed, none.

Commissioner Hendrix made a motion to approve farm license agreement #19-01-001 with Albert Collins, Jr. for the lease of 51.1 acres of District property at Henneberry Forest Preserve for a total amount of \$10,042.50 for base rent, plus a calculated yield payment excluding the restricted pesticide provisions as discussed. Seconded by Commissioner Kellogg.

Motion: Commissioner Hendrix

Second: Commissioner Kellogg

**Roll call: Farm License Agreement #19-01-001 as amended**

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

Motion unanimously approved.

## **XVIII. Executive Session**

None.

## **XIX. Other Items of Business**

Director Guritz remarked the District has been invited to Springfield, Illinois to present the Phase I master plan proposal for Pickerill-Pigott Forest Preserve to the IDNR Advisory Board for consideration of award of a 2019 OSLAD grant.

## **XX. Citizens to Be Heard**

No additional public comments were offered by citizens in attendance.

**XXI. Adjournment**

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

Respectfully submitted,

David Guritz  
Director, Kendall County Forest Preserve District

**KENDALL COUNTY FOREST PRESERVE DISTRICT  
JOB DESCRIPTION**

**CLASS TITLE:** Superintendent – Grounds and Natural Resources

**WAGE CATEGORY:** FLSA Exempt

**REPORTS TO:** Executive Director of the Kendall County Forest Preserve District

**EFFECTIVE DATE:** February 5, 2019

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**SUMMARY:**

This position is primarily responsible for the administration, management, and supervision of the Grounds and Natural Resources division of the Kendall County Forest Preserve District ("District").

**ESSENTIAL DUTIES AND RESPONSIBILITIES:**

The duties for this position shall include, but not be limited to, the following:

- Supervises and manages permits including special use permits for various forest preserve public use areas and facilities, including coordinating schedules for use for internal program reservations.
- Supervises, coordinates, and directly participates in grounds and building improvement projects, including construction and maintenance projects and natural area restoration projects.
- Customarily and regularly directs the work of at least two or more full-time employees (or their equivalent).
- Customarily and regularly performs supervisory and management duties in various preserve locations including, but not limited to the following:
  - Interviewing, selecting, and training grounds maintenance and custodial services staff;
  - Preparing and maintaining confidential personnel records
  - Maintaining confidentiality of confidential or proprietary data of the District and other protected information (e.g., DOBs, SSNs, home addresses, etc.);
  - Setting and adjusting employees' hours of work;
  - Providing recommendations regarding the setting and adjusting of employees' rates of pay (within pre-approved budget parameters), which recommendations are given particular weight by the final decision-maker;
  - Maintaining production and operations records for use in supervision and control of the District's repair, maintenance, and custodial services;
  - Appraising employees' productivity and efficiency for the purpose of recommending promotions or other changes in status, which recommendations are given particular weight by the final decision-maker;
  - Handling employee and public complaints and grievances;
  - Providing recommendations regarding the hiring, firing and discipline of staff, which recommendations are given significant weight by the final decision-maker;
  - Apportioning the work among grounds maintenance and custodial service employees and volunteers within the grounds maintenance division;
  - Providing for the safety and security of the employees, volunteers, visitors, and District property;
  - Planning, organizing, and supervising the activities of staff in proper repair and maintenance of mechanical equipment and systems, grounds maintenance, and custodial services for District buildings and preserve areas.
- Develops maintenance and recordkeeping procedures and ensures that such procedures are carried out on a scheduled basis.
- Manages and submits cash and cash receipts collected occasionally from preserve rental clients, program participants, and facilities.
- Prepares, maintains and oversees the inventory, maintenance, and repair records for all of the District's equipment to ensure such records are accurate, complete, and properly preserved pursuant to District policies and procedures.



- Determines the materials, supplies, machinery, equipment, and tools to be used or purchased in order to properly repair, maintain and improve the District's grounds, buildings, natural areas, and public use areas.
- Oversees project management for the District's construction contractors, grounds maintenance staff, and custodial services by setting the schedule for projects; monitoring all ongoing projects; creating project metrics and deliverables; and assessing the achievement of said project metrics and deliverables.
- Manages relationships with vendors and contractors by performing duties including, but not limited to the following: obtains cost estimates for supplies, parts and equipment repair; develops bid specifications for District projects; orders and purchases supplies for projects; negotiates services and contract terms; and reviews and recommends contracted services and equipment, which recommendations are given particular weight by the final decision-maker.
- Assists with the preparation of the annual budget for District operations and capital projects.
- Prepares monthly reports on Grounds Maintenance division projects for presentation to the District's Board of Commissioners.
- Responds to address off-hour emergency issues.
- Safely and effectively operates, maintains and repairs District vehicles, tools and equipment including, but not limited to, small dump trucks, snow blowers, salt spreaders, sod cutters, rototiller, chain saws, trimmers, sweepers, front end loaders, backhoes, forklifts, welders, sandblasters, grinders, cutting torches, air sprayers, power washers, chainsaws, and other mechanical tools.
- Oversees and performs grounds maintenance and custodial services at various District locations including, but not limited to the following:
  - Horticultural and maintenance tasks including, but not limited to mowing, edging, aerating, trimming, fertilizing, weed control, seeding, tree and shrub trimming, sod repair, firewood splitting and hauling, snow and ice removal from District roads/walks/trails utilizing both snow plow and manual methods;
  - Splitting, loading and hauling firewood;
  - Gathering, loading and hauling refuse and vegetation from grounds and user areas;
  - Removal of snow and ice from District roads/walks/trails, utilizing both snow plow and manual methods;
  - The use, maintenance and repair of tools of the trade (both powered and non-powered equipment) including, but not limited to, welder, sandblaster, grinder, cutting torch, air sprayer, power washer, chainsaw, and other mechanical hand tools;
  - General road repairs including, but not limited to, asphalt patching and gravel road maintenance.
  - The construction, installation and repair of District facilities and structures, picnic shelters, bridges, fencing, bollards, posts, signage, seasonal equipment, and any other facilities and structures necessary for the District;
  - The repair of plumbing, electrical, HVAC, carpentry and paint, as needed, at District facilities and structures.
  - The inspection, maintenance, and repair of District restrooms including daily cleaning and trash removal;
  - Preparing picnic shelters, bunkhouses, and special event facilities for reserved uses by performing duties including, but not limited to, locking/unlocking rental facilities; setting up for events and rental functions; and ensuring the facilities are clean and equipped as needed for all rental functions;
- Directs, performs, and oversees the District's controlled burn program, brush removal, seed collecting and other natural area management tasks at District locations and preserves.
- Drafts and supports grant project development and administration for preserve improvement and natural areas management projects.
- Participates in emergency preparedness and response activities, as needed.
- Communicates District rules and regulations to the public, staff, and volunteers.
- Serves as Acting Director in the absence of the Executive Director.
- Complies with all applicable federal and state laws, regulations and District policies and procedures regarding or relating to assigned job duties.
- Maintains regular attendance and punctuality.
- Performs any other duties as required or assigned.



**SUPERVISORY RESPONSIBILITIES:**

- This position supervises Grounds Maintenance full time, part-time, and seasonal positions, including the Natural Resources Project Manager.

**QUALIFICATIONS:**

To perform this job successfully, an individual must be able to perform all essential duties satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required for the position.

**A. EDUCATION and/or EXPERIENCE:**

- High school diploma or general education degree (GED) required.
- A Bachelor's degree in environmental sciences or natural resources management is preferred.
- A preferred minimum of four (4) years' experience in a grounds and/or building maintenance or similar role, with a minimum of (4) years' experience within a supervisory role, or equivalent combination of training and experience.
- Requires knowledge of grounds maintenance tools and equipment use.
- Requires knowledge of natural areas management tools, equipment, and project approaches.
- Completion of all assigned equipment and natural areas management training.
- Knowledge of Microsoft Office programs including, but not limited to, Excel, Word and PowerPoint.
- Knowledge of office practices, principles of modern record keeping, and setup and maintaining filing systems.

**B. LANGUAGE SKILLS:**

- Ability to read and interpret documents such as governmental regulations, material safety data sheets, equipment operating instructions, and procedure manuals.
- Ability to write routine reports and correspondence.
- Ability to speak effectively with the public, employees, volunteers, and Commissioners of the District.
- Requires good knowledge of the English language, spelling and grammar.

**C. MATHEMATICAL SKILLS:**

- Ability to add, subtract, multiply and divide in all units of measure, using whole numbers, common fractions, and decimals.
- Ability to compute rate, ratio, and percent and to measure volumes.
- Ability to compute costs and to make change.

**D. REASONING ABILITY:**

- Ability to employ safe work practices and use sound judgment.
- Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form.
- Ability to deal with problems involving several concrete variables in standardized situations.

**E. CERTIFICATES, LICENSES, REGISTRATIONS:**

- A valid Driver's License and any other licenses/certifications necessary to operate District tools and equipment.
- A valid Illinois Pesticide Operator's License or, in the alternative, obtain a valid Illinois Pesticide Operator's License within the first ninety (90) days of employment.
- A prescribed fire burn training certificate and S190 course completion or, in the alternative, successfully complete S190 coursework within the first ninety (90) days of employment, or an equivalent combination of training and experience.

- All other training, certificates, permits and/or registrations required for specific tasks and duties performed.

**PHYSICAL DEMANDS:**

- Employee must frequently sit, stand, bend, reach, and carry.
- Employee must be able to successfully operate all District tools and equipment required to perform assigned job duties.
- Employee must frequently be able to walk and possibly run on uneven ground and rough terrain for extended periods of time.
- Employee must frequently lift and/or move up to 50 pounds, and occasionally up to 75 pounds.
- Employee must be able to use hands and fingers to handle, feel, and operate equipment.
- Employee must be able to reach, push and pull with hands and arms.
- Employee must be able to talk and hear in person and via use of telephone.
- Specific vision abilities required by this job include close vision, depth perception and distance vision.

**WORK ENVIRONMENT:**

- The noise level in the work environment is usually moderate to loud due to equipment operational noise, but can be quiet when the employee is performing office work.
- Employee must be able to perform all assigned job duties during normal business hours and after normal business hours, as required in the event of an emergency or special event.
- Employee will be required to work in both indoor and outdoor work areas and may be subjected to all weather elements, including extreme weather conditions.
- Employee will be required to have frequent contact with animals, nature, volunteers, and other members of the general public.
- Employee may be exposed to various chemicals such as pesticides and fertilizers while performing assigned job duties.
- Employee will be required to operate a motor vehicle, and other restoration work vehicles and equipment to perform assigned job duties.
- Employee will be required to operate a motor vehicle to travel to and from meetings, training, conferences, and the various District preserves and locations.

The above information is not intended to be all-inclusive and can be expanded or modified as necessary.
---

**KENDALL COUNTY FOREST PRESERVE DISTRICT  
JOB DESCRIPTION**

**CLASS TITLE:** Natural Resources Projects Manager

**WAGE CATEGORY:** FLSA Non-Exempt

**REPORTS TO:** Executive Director and Superintendent of Grounds and Resources

**EFFECTIVE DATE:** February 5, 2019

---

**SUMMARY:**

Responsible for performing a variety of natural areas management duties throughout Kendall County Forest Preserve District ("District") Property. This position reports to the Forest Preserve District's Executive Director and Superintendent of Grounds and Resources.

**ESSENTIAL DUTIES AND RESPONSIBILITIES:**

The duties for this position shall include, but not be limited to, the following:

- Coordinates and supervises assigned staff members, outside contractors and volunteers supporting natural resource management projects within District preserves.
- Ensures that natural resource project permitting requirements are fully met.
- Ensures that natural resource project objectives are fully met.
- Performs a variety of horticultural tasks including, but not limited to trimming, controlling weeds, seeding and maintaining natural areas, planting, pruning trees and shrubs, and treating and removing exotic and invasive species.
- Gathers, loads, hauls and burns vegetation, including assisting with and/or supervising prescribed burns within preserve areas.
- Regularly uses, maintains and repairs tools of the trade (both powered and non-powered equipment) including, but not limited to chainsaw(s), and other mechanical hand tools.
- Hauls and moves materials and supplies, as needed, for District and public use.
- Repairs and maintains District trails by performing duties including, but not limited to, removing fallen trees and limbs, and repairing any damage caused by encroachment, erosion, or other factors.
- Collects GIS data for spreadsheet entry and management, including mapping of natural area plant communities, ecotypes, and threats.
- Supports Grounds and Natural Resources maintenance activity assignments, which may include:
  - Safely and effectively operating and maintaining District equipment including, but not limited to, pick-up trucks, dump trucks, chain saws, and trimmers.
  - Setting up for events and volunteer work day functions; ensuring facilities are clean and work day equipment preparations completed prior to the start of restoration work days.
  - Locating and removing refuse from District property.
- Performs controlled burns, brush removal, seed collecting, and other natural area management assigned tasks.
- Supervises trained and untrained volunteers participating in natural area management workdays.
- Participates in emergency preparedness and response activities, as assigned.
- Communicates District rules and regulations to the public, staff, and volunteers.
- Complies with all applicable federal and state laws, regulations and District policies and procedures regarding or relating to assigned job duties.
- Maintains regular attendance and punctuality.
- Performs other duties as required or assigned.

**SUPERVISORY RESPONSIBILITIES:**

- This position supervises assigned support staff, outside contractors, and District volunteers participating in natural area management projects and workdays.

**QUALIFICATIONS:**

To perform this job successfully, an individual must be able to perform all essential duties satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required for the position.

**A. EDUCATION and/or EXPERIENCE:**

- Bachelor's degree in natural areas management and/or natural resources preferred.
- A minimum of two (2) years' experience in natural area and grounds resource management or similar role, or equivalent combination of training and experience.
- Knowledge of grounds maintenance tools and equipment use.
- Completion of all assigned equipment and natural areas management training.
- Knowledge of Microsoft Office programs including, but not limited to, Excel, Word and PowerPoint.
- Knowledge of GIS data collection approaches and spreadsheet management.

**B. LANGUAGE SKILLS:**

- Ability to read and interpret documents such as governmental regulations, material safety data sheets, equipment operating instructions, and procedure manuals.
- Ability to write routine reports and correspondence.
- Ability to speak effectively with the public, employees, and volunteers.
- Good knowledge of the English language, spelling, and grammar.

**C. MATHEMATICAL SKILLS:**

- Ability to add, subtract, multiply and divide in all units of measure, using whole numbers, common fractions, and decimals.
- Ability to compute rate, ratio, and percent and to measure volumes.

**D. REASONING ABILITY:**

- Ability to employ safe work practices and use sound judgment.
- Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form.
- Ability to deal with problems involving several concrete variables in standardized situations.

**E. CERTIFICATES, LICENSES, REGISTRATIONS:**

- A valid Drivers' License and any other training and/or certifications necessary to operate District tools and equipment or, in the alternative, obtain necessary training, certifications necessary to operate District tools and equipment within the first ninety (90) days of employment.
- A prescribed fire burn training certificate and S190 course completion or, in the alternative, successfully complete S190 coursework within the first ninety (90) days of employment.
- A valid Illinois Pesticide Operator's License or, in the alternative, obtain a valid Illinois Pesticide Operator's License within the first ninety (90) days of employment.
- All other training, certificates and registrations required for the specific duties performed.

**PHYSICAL DEMANDS:**

- Employee must frequently sit, stand, bend, reach, and carry.
- Employee must be able to successfully operate all District tools and equipment required to perform assigned job duties.
- Employee must frequently be able to walk and possibly run on uneven ground and rough terrain for extended periods of time.
- Employee must frequently lift and/or move up to 50 pounds, and occasionally up to 75 pounds.
- Employee must be able to use hands and fingers to handle, feel, and operate equipment.

- Employee must be able to reach, push, and pull with hands and arms.
- Employee must be able to talk and hear in person and via use of telephone.
- Specific vision abilities required by this job include close vision, depth perception, and distance vision.

**WORK ENVIRONMENT:**

- The noise level in the work environment is occasionally to frequently loud due to equipment operational noise.
- Employee must be able to perform all assigned job duties during normal business hours and after normal business hours, including weekends and holidays, as required to support special events and restoration work days.
- Employee will be required to work in both indoor and outdoor work areas and in all weather conditions, including extreme weather conditions.
- Employee will be required to have frequent contact with animals, nature, volunteers, and other members of the general public.
- Employee will be exposed to various chemicals such as pesticides and fertilizers while performing assigned job duties.
- Employee will be required to operate a motor vehicle, and other restoration work vehicles and equipment to perform assigned job duties.
- Employee will be required to provide his or her own transportation to travel to and from meetings, training, conferences, and the various District preserves and locations.

The above information is not intended to be all-inclusive and can be expanded or modified as necessary.
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Kendall County Forest Preserve District

To: Kendall County Forest Preserve District Board of Commissioners

From: David Guritz, Director

RE: Appointment of Kim Olson to the Part-Time Natural Resources Project Manager Position

Date: February 5, 2019

I am recommending the appointment of Kim Olson to the part time Natural Resources Project Manager position with a starting salary of \$35.00 per hour.

This position will support the District's significant FY19 natural resource project efforts, and support transition of the District's Superintendent position.

Kim Olson's new position evaluation and probationary period will extend through June 7, 2019.

Natural resources project management support is needed for the following District projects:

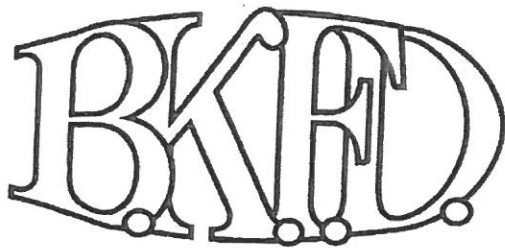
1. Maramech Forest Preserve – INPC Preserve Management Plan
2. Hoover Forest Preserve – ICECF Restoration Challenge Grant Project
3. Hoover, Ellis and Little Rock Creek – Prescribed Burns and Seeding
4. Plants of Concern Monitoring (Various Preserves)
5. Millbrook Bridge – State-Listed Species Monitoring
6. Invasive Species Control (Various Preserves)
7. Volunteer Work Days (Various Preserves)
8. Fox River Bluffs Forest Preserve – Cropland Conversion and Tree Mitigation Project

This position will work an average of 10-hours per week to support project work extending through June 7, 2019, and with Commission consent, through the remainder of the fiscal year following the successful completion of the probationary period.

Recommendation:

Consider a motion to approve the appointment of Kim Olson of Sandwich, Illinois to the part time Natural Resources Project Manager position effective February 6, 2019, with an assigned salary of \$35.00 per hour and probationary period extending through June 7, 2019.





# Bristol Kendall Fire Department

103 East Beaver Street  
Yorkville, IL 60560-1704

Phone: 630 553-6186

Fax: 630 553-1482

## RELEASE AGREEMENT

This Release Agreement ("**Agreement**") is made effective on the date that both parties have executed this Agreement (the "**Effective Date**"), by and between **Kendall County Forest Preserve ("Building Owner")**, and Bristol Kendall Fire Protection District (the "**Fire Department**").

1. The Building Owner hereby authorizes and grants unto the Fire Department all rights and privileges to enter upon and burn/demolish a certain building or structure, formerly used as a house located at **6350A Minkler Road, Yorkville, Illinois** (the "**Building**"), on \_\_\_\_\_, \_\_\_\_\_, 2018, which Building has previously been identified by the Building Owner to A/C JEREMY MESSER SMITH, Training Officer of the Fire Department, as the building or structure to be burned/demolished in connection with the Fire Department's training program. Building Owner hereby represents and warrants to Fire Department that the Building is owned by Building Owner.
2. In consideration for the services provided in burning/demolishing the Building, the Building Owner hereby releases the Fire Department, its successors, assigns, officers, directors, employees, volunteers, and agents from and against any and all claims by Building Owner for any damage to the Building or any part thereof as a result of Fire Department's burning/demolition of the Building. The release in this Section 2 shall in no event be a release by Building Owner of Claims (as defined below) that Building Owner may have against Fire Department for third party claims brought against Building Owner incident to or arising out of, in connection with, or caused by, alleged to be caused by or related to the Fire Department's burning/demolition of the Building.
3. In consideration for the training opportunities to be provided to the Fire Department, the Fire Department hereby releases the Building Owner, its successors, assigns, officers, directors, employees, and agents from and against any and all Claims (as defined below) incident to or arising out of, in connection with, or caused by, alleged to be caused by or related to the Fire Department's burning/demolition of the Building.
4. Notwithstanding anything to the contrary in this Agreement, Fire Department shall indemnify, defend and hold harmless Building Owner and its subsidiaries, affiliates, officers, shareholders, directors, successors, assigns, agents and employees (collectively "**Indemnitees**") from and against any and all costs, claims, liabilities, actions, damages, losses, liabilities, penalties, fines, liens, and expenses, including, without limitation, attorneys', consultants' and expert witness' fees (including, but not limited to, Claims of any personal injury, sickness, disease, death, damage, destruction to or loss of property of any kind) (collectively "**Claims**") brought by any third party against Building Owner, incident to or arising out of, in connection with, caused by, alleged to be caused by or related to Fire

Department's (including any of its subcontractors, agents, volunteers, or anyone directly or indirectly employed or supervised by Fire Department or anyone for whose acts Fire Department may be liable) burning/demolition of the Building. The foregoing indemnification shall survive the furnishing of services by Fire Department.

Building Owner understands and acknowledges that Fire Department will raze the Building by burning and/or demolition as part of a Fire Department training program and that the razing of the Building by burning and/or demolition will benefit Building Owner inasmuch as Building Owner originally contemplated the razing and demolition of the Building.

Building Owner:

**Kendall County Forest Preserve**

By: David Guritz, Director

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

Fire Department:

**Bristol Kendall Fire Protection District**

By: AC [Signature]

Name: A/C JEREMY MESSERSmith

Date: 12-24-2018





BRIST-2

OP ID: SL

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/31/2018

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

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

<b>PRODUCER</b> Public Risk Underwriters of IL VFIS/Midwest 555 Waters Edge, Ste 105 Lombard, IL 60148 David Christensen	<b>630-889-3510</b>	<b>CONTACT NAME:</b> David Christensen <b>PHONE (A/C, No, Ext):</b> 630-889-3510 <b>E-MAIL ADDRESS:</b> dchristensen@idealinsil.com <b>FAX (A/C, No):</b> 630-889-3550
<b>INSURED</b> Bristol Kendall FPD Tom Lindblom 103 East Beaver Street Yorkville, IL 60560-1704		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> American Alternative Ins Corp <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
		<b>NAIC #</b> 19720

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		VFIS-TR-2062145	01/17/2018	01/17/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		VFIS-TR-2062145	01/17/2018	01/17/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 10,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

For Ice Rescue Training in January 2019 and various Firefighting Training including live fire throughout the year till September 2019 at property located at 6350A Minkler Road, Yorkville, IL

## CERTIFICATE HOLDER

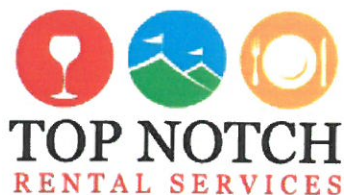
## CANCELLATION

Kendall County Forest Preserve  
District  
110 W Madison Street  
Yorkville, IL 60560

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE  
David Christensen

David Christensen/sl



## Top Notch Rental Services

10s234 Schoger Dr., Naperville, IL 60564  
Phone: (630) 999-3000 | Fax: (630) 423-9601  
topnotchrentalservices.com | info@topnotchrentalservices.com

## FOR QUOTE ONLY

### Bill To

#### Ellis House & Equestrian

#### Marty Vick

Ellis House & Equestrian  
13986 McKanna Rd  
Minooka, IL 60447

**Phone:** (815)475-4035

**Fax:**

### Deliver To

Ellis House & Equestrian  
13986 McKanna Rd  
Minooka, IL 60447

### Contact Person

#### Marty Vick

**Phone:** (815)475-4035

**Cell Phone:**

**Quote No:** Q2816

**Quote Date:** January 18, 2019

**Written By:** Al Meister

**Delivery:** Apr 01, 2019 9am - 5pm

**Event Starts:** Mar 13, 2019 12:00 am

**Event Ends:** Oct 01, 2019 11:59 pm

**Pick-up:** Oct 31, 2019 9am - 5pm

**Delivery Method:** Delivery/Setup Full

Qty	Description	Size	Unit Price	Bill. Days	Total
<b>Lighting</b>					
6	Lighting - Globe Chandelier		\$0.00	1	\$0.00
3	Lighting - Pole Bracket		\$0.00	1	\$0.00
6	Lighting - 36" Mounting Bracket		\$0.00	1	\$0.00
1	Lighting - 2000 Watt Dimmer		\$0.00	1	\$0.00
<b>Sidewalls</b>					
22	Sidewall - 8' x 10' - Window - Keder		\$0.00	1	\$0.00
2	Sidewall - 8' x 10' - Solid - Keder		\$0.00	1	\$0.00
<b>Fans</b>					
8	Fan - 12" Versa Cool Fan		\$0.00	1	\$0.00
<b>Tents</b>					
1	Tent - 40' x 80 - Premiere HP - Pole		\$0.00	1	\$0.00
2	Tent - Double Door		\$0.00	1	\$0.00
<b>Z Tent Parts</b>					
4	Tent Part - 1' Center Pole - Adapter		\$0.00	1	\$0.00
24	Tent Part - 8' Side Pole - Keder		\$0.00	1	\$0.00
<b>Electrical</b>					
4	Electrical - Extension Cord - 40'		\$0.00	1	\$0.00
1	Electrical - Extension Cord - 20'		\$0.00	1	\$0.00
3	Electrical - Extension Cord - Multi Port - 50'		\$0.00	1	\$0.00

**Order Subtotal:** \$0.00

**Installation Charge:** \$15,255.00

**TOTAL:** \$15,255.00

### THIS IS A QUOTATION ONLY

NO ITEMS ARE RESERVED AT THIS TIME

PLEASE REPLY TO THIS EMAIL IF YOU WISH TO PROCEED

WE LOOK FORWARD TO EXCEEDING YOUR EXPECTATIONS!

THANK YOU!



# INNOVATIVE UNDERGROUND

2175C GRISWOLD SPRINGS RD., SANDWICH IL 60548  
331-300-5225

Kendall County Forest Preserve District  
Attn: Dave Guritz  
Yorkville IL

**PROPOSAL**  
1/24/2019

PROJECT: HOOVER FOREST PRESERVE, YORKVILLE, IL, SANITARY SEWER IMPROVEMENTS

NO.	ITEM	PROPOSED AMOUNTS			
		QTY	U/M	PRICE	AMOUNT
1	SANITARY SEWER MAINTENANCE - FINISH CLEANING & TELEVISIONING FROM L.S. TO MH 5 (POOL). DUE TO THE LOCATION OF PIPE & EXPERIENCE WITH YOUR SYSTEM, I AM ESTIMATING IT WILL TAKE ANOTHER 3 DAYS TO FINISH CLEANING THE PIPE SO WE CAN TELEVISION & ASSESS THE CONDITION OF THE PIPE.	24	HR	\$ 300.00	\$ 7,200.00
2	INSTALL PLUG IN SOUTHWEST PIPE OF MH1 TO STOP I&I FROM ABANDONED PIPE	1	EA	\$ 350.00	\$ 350.00
<b>PROPOSAL SUBTOTAL</b>					<b>\$ 7,550.00</b>
3	CONTINGENCY	1	EA	\$ 1,500.00	\$ 1,500.00
<b>PROPOSAL TOTAL (NOT TOO EXCEED)</b>					<b>\$ 9,050.00</b>

**NOTE: THE HOURLY PRICE ABOVE IS A CONSERVATIVE AVERAGE OF THE RATES LISTED BELOW.  
THIS WILL GIVE YOU THE BEST "BANG FOR YOUR BUCK" AND GIVE ME THE FLEXIBILITY TO USE  
ALL TOOLS IN MY ARSENAL TO FINISH THIS PHASE OF THE PROJECT.**

**HOURLY RATES:**

ROBOTIC CUTTER	1	HR	\$ 450.00
VACTOR	1	HR	\$ 350.00
JETTER	1	HR	\$ 280.00
MAINLINE CAMERA	1	HR	\$ 250.00
LOCATING	1	HR	\$ 180.00

**SCOPE OF WORK:**

- CLEAN/CLEAR PIPE DEBRIS
- LOCATE & EXPOSE BURIED/MISSING MANHOLES
- DRAIN SYSTEM USING LIFT STATION
- CLEAN & ASSESS SANITARY SYSTEM
- PROVIDE VIDEOS OF SANITARY SYSTEM

\_\_\_\_\_  
RANDY HARKER, PRESIDENT

\_\_\_\_\_  
DATE

PROPOSAL VALID FOR 30 DAYS

TERMS: DUE UPON COMPLETION

WARRANTY: 5 YEARS FROM DATE OF INSTALLATION FOR LINERS

WARRANTY: 1 YEAR FROM DATE OF CLEANING (IF CLEANING IS ALL THAT IS DONE)

\_\_\_\_\_  
SIGNATURE OF ACCEPTANCE

\_\_\_\_\_  
DATE

Kendall Excavating

P.O. Box 544

Yorkville, IL 60560

# Proposal

Date	Estimate #
1/29/2019	603

Proposal Submitted To:

Kendall County Forest Preserve  
110 West Madison Street  
Yorkville, IL 60560

Job

Hoover Bluff Erosion Stabilization

Description	QTY	Cost	Total
Machine & Labor	1	3,500.00	3,500.00
Rip Rap per ton delivered & placed	22	55.00	1,210.00
3/4" - 1" bedding stone per ton delivered & placed	13	25.00	325.00
Footing for pipe support. Flowable fill per cubic yard	3	210.00	630.00
Clay fill import lump sum	1	560.00	560.00
<b>Total</b>			<b>\$6,225.00</b>

Phone #	E-mail
630-774-9914	manager@kendallexcavating.com

STATE OF ILLINOIS       )  
  ) ss  
COUNTY OF KENDALL    )

**CERTIFICATE OF PARTIAL REDUCTION OF TAXES HERETOFORE LEVIED  
FOR THE 2018 TAX LEVY YEAR FOR THE PAYMENT OF GENERAL OBLIGATION  
REFUNDING BONDS, SERIES 2017, OF THE KENDALL COUNTY FOREST  
PRESERVE DISTRICT**

TO THE COUNTY CLERK OF KENDALL COUNTY, ILLINOIS

I, the undersigned, being the duly qualified and acting Treasurer of the Kendall County Forest Preserve District (the "District"), having been directed and authorized to prepare and file this Certificate, do hereby certify and notify you as follows:

1. Pursuant to Ordinance Number 17-02-001, adopted by the Board of Commissioners of the District on February 7, 2017 (the "Bond Ordinance"), the Kendall County Forest Preserve District Series 2017 Bond Order (the "Bond Order") and the Kendall County Forest Preserve District Certificate of Abatement For General Obligation Refunding Bonds, Series 2017 (the "Abatement Certificate"), the District has heretofore (1) authorized and issued \$19,130,000 principal amount of General Obligation Refunding Bonds, Series 2017, of the District (the "2017 Bonds") and (2) has levied taxes in amount sufficient to pay the principal of and interest on the 2017 Bonds as the same shall become due and payable. On April 18, 2017, a certified copy of the Bond Ordinance, an executed copy of the Bond Order and an executed copy of the Abatement Certificate were filed with the County Clerk of Kendall County, Illinois.

2. For the 2018 tax levy year, the aggregate amount of \$3,348,000 was levied for the payment of the interest on the 2017 Bonds due July 1, 2019 and for the payment of the interest and principal on the 2017 Bonds due January 1, 2020 (the "Current Debt Service").

3. The District currently has funds on deposit in the "Refunding Bond and Interest Sinking Fund Account of 2017" established under the Bond Ordinance, and \$303,000 of said funds is available for the payment of the Current Debt Service.

4. You are hereby notified and directed to make proper reduction of the taxes heretofore levied for the 2018 tax levy year (as set forth in paragraph 2 herein) for payment of the 2017 Bonds by abating such taxes as set forth below:

<u>Tax Levy Year</u>	<u>Original Levy</u>	<u>Amount to be Abated</u>	<u>Remaining Tax Levy</u>
2018	\$3,348,000	\$303,000	\$3,045,000

IN WITNESS WHEREOF, I have hereunto affixed my official signature this  
\_\_\_\_\_ day of January, 2019.

\_\_\_\_\_  
Treasurer



## COUNTY CLERK'S RECEIPT

RECEIPT IS HEREBY ACKNOWLEDGED this \_\_\_\_\_ day of \_\_\_\_\_, 2019, of a duplicate original of the "CERTIFICATE OF PARTIAL REDUCTION OF TAXES HERETOFORE LEVIED FOR THE 2018 TAX LEVY YEAR FOR THE PAYMENT OF GENERAL OBLIGATION REFUNDING BONDS, SERIES 2017, OF THE KENDALL COUNTY FOREST PRESERVE DISTRICT", manually executed by the Treasurer of the Kendall County Forest Preserve District, and it is hereby certified that the same has been deposited in the official files and records of my office and that the taxes heretofore levied for the 2018 tax levy year, for the payment of the 2017 Bonds of the District, as described in said Certificate, will be reduced and abated as provided in said Certificate.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of Kendall County, this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
County Clerk of Kendall County, Illinois

**FARM LICENSE AGREEMENT #19-02-001**

**Little Rock Creek Forest Preserve Property**

AGREEMENT made this 5<sup>th</sup> day of February, 2019 between the KENDALL COUNTY FOREST PRESERVE DISTRICT (hereinafter "Licensor"), a Body Corporate and Politic, 110 West Madison Street, Yorkville, IL, 60560, and the Licensee, Tom Anderson of 628 Rustic Rook Drive, Somonauk, IL 60552, including all heirs and assigns.

WHEREAS, the Licensor is the owner of certain lands situated in the County of Kendall, Township of Little Rock Creek and State of Illinois described as:

PIN#s: 01-33-400-006 (full) and 01-33-200-004 (partial)

WHEREAS, Licensee desires to use a portion of the above-described real estate for farming purposes, and Licensor desires to have the real estate farmed.

WHEREAS, both Licensee and Licensor hereby agree that there are 6.25 tillable acres suitable for row crops on the above referenced parcels, these tillable acres hereinafter referred to as the 'Subject Property'; and the Licensor hereby grants to the Licensee a farm license in exchange for the following goods, services, and considerations, submitted as a use fee for a term of one (1) year, beginning on February 6, 2019, and ending on December 31, 2019 subject to the conditions and limitations hereinafter mentioned, with the per acre fee and license including the use of the farm equipment storage building located along Burr Oak Road on parcel 01-33-400-006 beginning on February 6, 2019, and ending on December 31, 2019.

WHEREAS, Licensee shall pay Licensor a Base Rate of \$100 per tillable acre for the License year. The Base Rate shall be payable no later than May 30, 2019, and Licensee agrees that failure to pay by this date may terminate this License.

NOW, THEREFORE, in consideration of the grants, covenants, and conditions of this Agreement, IT IS HEREBY AGREED AS FOLLOWS:

1. The proceeding introductory language is made a part hereof and incorporated herein.
2. This Agreement grants only a contractual license to use the Subject Property under the terms and conditions state above. Further, the rights granted by District herein shall vest only in Licensee and no such rights shall vest in any of Licensee's employees, agents, subcontractors or partners, if any. Nothing in this Agreement shall be construed to convey to Licensee any legal or equitable interest in the Subject Property.
3. The Licensor agrees that the Licensee may, without further license on the part of the Licensor, use the Subject Property for the purpose of farming the land. If there are highly erodible soils on the Subject Property, the Licensee is responsible for maintaining the soil according to the methods adopted in Licensee's farming plan approved by the Kendall County Soil and Water Conservation District. Said report must be submitted to the Licensor on or before ground breaking on the first year covered by this License. Failure to submit this report by this date may terminate this License.



4. The Licensee has inspected the Subject Property and structures prior to signing this Agreement and accepts the conditions of these "as is."
5. The Licensee agrees to farm the Subject Property in a husband-like manner, utilizing conservation tillage methods.
6. Licensee shall keep and provide to the Licensor the following records:
  - A. Soil Samples – The Licensee shall conduct annual soil testing (2.5 acre grid), with such costs split evenly with the Licensor. Soil test results shall be due to the Licensor by December 30, 2019. The Licensee shall apply the minimum amount of fertilizer required to maintain the soil fertility at:
    - i. For corn, P (phosphorus) shall be maintained at 80 pounds per acre and K (potassium) shall be maintained at 50 pounds per acre.
    - ii. For soybeans, P (phosphorus) shall be maintained at 50 pounds per acre and K (potassium) shall be maintained at 75 pounds per acre.
  - B. Global Positioning System data of crops and yields harvested.
  - C. Fertilizers and rates applied.
  - D. Pesticide applications, including dates of applications, types and amounts of pesticide used, fields treated, and the identity of the applicator for each application.
7. Fertilizer replacement of P (phosphorus) and K (potassium) will be calculated using crop removal method as outlined in the Illinois Agronomy Handbook. Replacement of P and K for a crop year calculated on total nutrient removal per tillable acre and applied at the Licensee's expense for product and application. No carry over credit will be allowed from previous year's application.
8. If Licensee applies limestone to the Subject Property, the cost of the limestone will be depreciated at 25% annually. If the Licensee farms the Subject Property for a period less than four (4) years, the Licensor will reimburse the Licensee for the cost of the limestone less the total annual depreciation. Lime shall be applied when less than 6.2.
9. The Licensee shall deliver and sell the crop yield to no buyers other than those listed below without the written approval of the Licensor.
  - A. \_\_\_\_\_
  - B. \_\_\_\_\_
  - C. \_\_\_\_\_
10. It is agreed that the tillable land on this farm should be devoted to row crops. The Licensor may require an un-tilled buffer a minimum of 10 feet from certain woodlands or waterways. This buffer shall be planted with a cover crop by the Licensee at the inception of this Licensee with a seed mix approved by Licensor. Licensor shall provide map to Licensee showing buffer areas to be planted.
11. Pesticide Use
  - A. Licensee shall, and shall cause all other persons working on the Subject Property, to follow all label instructions of any pesticides used on the Subject Property. Upon signing this Agreement, Licensee shall supply Licensor with a copy of a valid State of Illinois

pesticide applicator's license for each person who will be applying pesticide on the Subject Property during the term of this Agreement. If any such licenses expire during the term of this Agreement, Licensee shall be responsible for obtaining a renewal or new license to replace such an expired license and shall promptly provide Licensors with a copy thereof.

- B. No pesticides shall be stored on the Subject Property unless they are in original, labeled containers, and then only during the period during which such pesticide is applied, which shall not exceed ten (10) days.
- C. Licensee shall provide Licensors with a record of pesticide applications, including dates of applications, types and amounts of pesticide used, fields treated, and the identity of the applicator for each application.
- D. Licensee is responsible, at the Licensee's sole expense, to repair any damage done to native vegetation due to pesticide drift and to repair rutting caused by farm equipment in non-tilled areas owned by the Licensors.

12. Licensee shall comply with all federal, state, and local laws, ordinances, rules and regulations that regulate, restrict or prohibit any material defined therein as a hazardous, radioactive, toxic or carcinogenic material, substance, pollutant, or contaminant when using such materials on the Subject Property.

13. The Licensee agrees to take care of the Subject Property, not to alter or change the physical landscape of the Subject Property and to farm and to maintain improvements in a careful and prudent manner.

14. Upon termination of this Agreement, Licensors may request the Licensee to provide services associated with restoration of the Subject Property. Such services may include plowing, herbiciding, tilling, seeding, and maintenance mowing.

15. Licensors reserves the right to enter upon said land to inspect, make improvements thereon, and for any and all lawful purposes arising from the ownership of the land so long as it does not interfere with the rights of the Licensee, as provided in this License.

16. The Licensee agrees that this License is purely a personal license to use the Subject Property for farming purposes. The Licensors may terminate this Agreement at any time and for any reason by giving thirty (30) days notice in writing to that effect to the Licensee. In the event of any termination, Licensors shall pay the Licensee for planted but unharvested crops on the Subject Property on the basis of average county yield and unit price, based on available County data. Fertilizer and pesticide costs for planted but unharvested crops on the Subject Property shall be reimbursed, provided that the Licensee provides fertilizer and pesticide receipts for these costs. Other than amount for planted but unharvested crops, fertilizer and pesticide costs, as provided in this section, Licensee hereby waives its rights to request or seek any other amount from Licensors in the event the License granted herein is terminated.

17. Insurance & Liability

- A. The Licensee shall maintain one million dollars (\$1,000,000.00) of liability insurance on the Subject Property with an insurance company acceptable to the Licensors. Licensee shall purchase insurance with said company naming the Licensors as additional insured on the liability policy. Proof of such coverage must be on file with the Licensors on or before

March 31st of the first year of the License. Failure to submit such proof by this date may terminate this License. Policy must cover all contractors hired by the Licensee to apply soil amendments, pesticides, or for other purposes, or the contractor must provide proof of insurance for the above referenced amount.

- B. Licensee shall obtain and maintain, at the Licensee's expense, appropriate and adequate insurance coverage for the Licensee's personal property in amounts determined by the Licensee to be adequate. Licensee shall provide a copy of all insurance policies to Licensor upon request of Licensor.
- C. Licensee shall hold harmless, indemnify, and defend the Licensor, its Commissioners, Officers, Agents, Attorneys and Employees against any and all losses, expenses, claims, costs, causes and damages, including without limitation litigation costs and attorneys' fees, on account of (a) any failure on the part of the Licensee to perform or comply with any terms or conditions of this Agreement, or (b) any personal injuries or death or damages to property arising from, occurring, growing out of, incident to, or resulting directly or indirectly from the grant of this License or the use of the Subject Property or the structures by Licensee. The provisions of this section shall be in addition to, and shall not be limited by, the amounts of any insurance provided by Licensee pursuant to this Agreement.

18. This License is not assignable or transferable to any person, company, or corporation, in whole or in part.

19. It is mutually agreed that the Licensee is an independent contractor, not subject to the control of the Licensor and is not an employee of the Licensor.

20. Licensee shall, and without any charge to District, keep the Subject Property free of any and all liens against the Subject Property in favor of any person whatsoever for or by reason of any equipment, material, supplies or other item furnished, labor performed or other thing done in connection with Licensee's use or occupancy of the Subject Property (a "Lien"). If the Subject Property becomes encumbered with any Lien, Licensor may, at Licensor's option, terminate this Agreement or direct Licensee to remove any such lien from the subject property. Licensee shall remove such Lien promptly and, in any event, not later than five (5) days after being directed to do so in writing by District. District shall have the right to remove or satisfy any Lien upon the Subject Property at any time with or without notice to Licensee, and shall be reimbursed by Licensee within ten (10) days after such amount is incurred, any amount that District incurs to remove or satisfy the Lien, including the costs, expenses, attorneys' fees, and administrative expenses incurred by District in connection therewith or by reason thereof.

21. Licensee shall give all notices, pay all fees, and take all other action that may be necessary to ensure that all activities on the Subject Property are provided, performed, and completed in accordance with all applicable laws, statutes, rules, regulations, ordinances, and requirements, and all required governmental permits, licenses or other approvals and authorizations that may be required in connection with providing, performing, and completing such activities.

22. This Agreement shall be interpreted and enforced under the laws of the State of Illinois and the parties agree that the venue for any legal proceeding between them shall be Kendall County, Twenty-third Judicial Circuit, State of Illinois.

23. In any action with respect to this Agreement, the parties are free to pursue any legal remedies at law or in equity. The prevailing party by 75% or more of damages sought, in any action brought pursuant to this Agreement shall be entitled to reasonable attorneys' fees and court costs arising out of any action or claim to enforce the provisions of this Agreement.

24. If any provision of this Agreement shall be held invalid, the validity of any other provision of this Agreement that can be given effect without such invalid provision shall not be affected thereby. The waiver of one breach of any term, condition, covenant or obligation of this Agreement shall not be considered to be a waiver of that or any other term, condition, covenant or obligation or of any subsequent breach thereof.

25. This Agreement represents the entire agreement between the parties and there are no other promises or conditions in any other agreement whether oral or written. This agreement supersedes any prior written or oral agreements between the parties and may not be modified except in writing acknowledged by both parties.

Licensor: Kendall County Forest Preserve District

By: \_\_\_\_\_  
Judy Gilmour, President

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

Licensees:

By: \_\_\_\_\_  
Tom Anderson

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

**FARM LICENSE AGREEMENT #19-02-002**

**Henneberry Property**

AGREEMENT made this 5th day of February, 2019 between the KENDALL COUNTY FOREST PRESERVE DISTRICT (hereinafter "Licensor"), a Body Corporate and Politic, 110 West Madison Street, Yorkville, IL, 60560, and the Licensees, Maurice and Chris Ormiston of 2028 Post Street, Ottawa, IL 61350, including all heirs and assigns.

WHEREAS, the Licensor is the owner of certain lands situated in the County of Kendall, Township of Na-Au-Say and State of Illinois described as:

PIN#s: 06-06-400-003

WHEREAS, Licensee desires to use a portion of the above-described real estate for farming purposes, and Licensor desires to have the real estate farmed.

WHEREAS, both Licensee and Licensor hereby agree that there are 3.75 tillable acres suitable for row crops on the above referenced parcels, these tillable acres hereinafter referred to as the 'Subject Property'; and the Licensor hereby grants to the Licensee a farm License in exchange for the following goods, services, and considerations, submitted as a use fee for a term of one (1) year, beginning on February 6, 2019, and ending on December 31, 2019 subject to the conditions and limitations hereinafter mentioned.

Licensee shall pay Licensor a Base Rate of \$100 per tillable acre for the License year. The Base Rate shall be payable no later than May 30, 2019, and Licensee agrees that failure to pay by this date may terminate this License.

NOW, THEREFORE, in consideration of the grants, covenants, and conditions of this Agreement, IT IS HEREBY AGREED AS FOLLOWS:

1. The proceeding introductory language is made a part hereof and incorporated herein.
2. This Agreement grants only a contractual license to use the Subject Property under the terms and conditions state above. Further, the rights granted by District herein shall vest only in Licensee and no such rights shall vest in any of Licensee's employees, agents, subcontractors or partners, if any. Nothing in this Agreement shall be construed to convey to Licensee any legal or equitable interest in the Subject Property.
3. Licensor makes no claims as to the tax status of the Subject Property. In the event the Subject Property should be assessed and taxed pursuant to the process outlined in 35 ILCS 205/19, it shall be the obligation of the Licensee to pay such taxes as are incurred during the term of this license. In the event the Subject Property becomes taxable at any time during the term of this License, Licensee shall be required to pay those taxes that are incurred during the term of this License. At the termination of this Agreement, Licensee shall pay tax incurred during the term of this license, though not yet due and owing. Where taxes have yet to be determined, Licensee shall pay the estimated taxes based on 100% of the previous year's taxes. Any such taxes shall be prorated as needed.



4. The Licensor agrees that the Licensee may, without further license on the part of the Licensor, use the Subject Property for the purpose of farming the land. If there are highly erodible soils on the Subject Property, the Licensee is responsible for maintaining the soil according to the methods adopted in Licensee's farming plan approved by the Kendall County Soil and Water Conservation District. Said report must be submitted to the Licensor on or before ground breaking on the first year covered by this License. Failure to submit this report by this date may terminate this License.
5. The Licensee has inspected the Subject Property and structures prior to signing this Agreement and accepts the conditions of these "as is."
6. The Licensee agrees to farm the Subject Property in a husband-like manner, utilizing conservation tillage methods.
7. Licensee shall keep and provide to the Licensor the following records:
- A. Soil Samples – The Licensee shall conduct annual soil testing (2.5 acre grid), with such costs split evenly with the Licensor. Soil test results shall be due to the Licensor by December 30, 2019. The Licensee shall apply the minimum amount of fertilizer required to maintain the soil fertility at:
    - i. For corn, P (phosphorus) shall be maintained at 80 pounds per acre and K (potassium) shall be maintained at 50 pounds per acre.
    - ii. For soybeans, P (phosphorus) shall be maintained at 50 pounds per acre and K (potassium) shall be maintained at 75 pounds per acre.
  - B. Global Positioning System data of crops and yields harvested.
  - C. Fertilizers and rates applied.
  - D. Pesticide applications, including dates of applications, types and amounts of pesticide used, fields treated, and the identity of the applicator for each application.
8. Fertilizer replacement of P (phosphorus) and K (potassium) will be calculated using crop removal method as outlined in the Illinois Agronomy Handbook. Replacement of P and K for a crop year calculated on total nutrient removal per tillable acre and applied at the Licensee's expense for product and application. No carry over credit will be allowed from previous year's application.
9. If Licensee applies limestone to the Subject Property, the cost of the limestone will be depreciated at 25% annually. If the Licensee farms the Subject Property for a period less than four (4) years, the Licensor will reimburse the Licensee for the cost of the limestone less the total annual depreciation. Lime shall be applied when less than 6.2.
10. The Licensee shall deliver and sell the crop yield to no buyers other than those listed below without the written approval of the Licensor.
- A. \_\_\_\_\_
  - B. \_\_\_\_\_
  - C. \_\_\_\_\_
11. It is agreed that the tillable land on this farm should be devoted to row crops. The Licensor may require an un-tilled buffer a minimum of 10 feet from certain woodlands or

waterways. This buffer shall be planted with a cover crop by the Licensee at the inception of this License with a seed mix approved by Licensors. Licensors shall provide map to Licensee showing buffer areas to be planted.

12. Pesticide Use

- A. Licensee shall, and shall cause all other persons working on the Subject Property, to follow all label instructions of any pesticides used on the Subject Property. Upon signing this Agreement, Licensee shall supply Licensors with a copy of a valid State of Illinois pesticide applicator's license for each person who will be applying pesticide on the Subject Property during the term of this Agreement. If any such licenses expire during the term of this Agreement, Licensee shall be responsible for obtaining a renewal or new license to replace such an expired license and shall promptly provide Licensors with a copy thereof.
- B. No pesticides shall be stored on the Subject Property unless they are in original, labeled containers, and then only during the period during which such pesticide is applied, which shall not exceed ten (10) days.
- C. Licensee shall provide Licensors with a record of pesticide applications, including dates of applications, types and amounts of pesticide used, fields treated, and the identity of the applicator for each application.
- D. Licensee is responsible, at the Licensee's sole expense, to repair any damage done to native vegetation due to pesticide drift and to repair rutting caused by farm equipment in non-tilled areas owned by the Licensors.

13. Licensee shall comply with all federal, state, and local laws, ordinances, rules and regulations that regulate, restrict or prohibit any material defined therein as a hazardous, radioactive, toxic or carcinogenic material, substance, pollutant, or contaminant when using such materials on the Subject Property.

14. The Licensee agrees to take care of the Subject Property, not to alter or change the physical landscape of the Subject Property and to farm and to maintain improvements in a careful and prudent manner.

15. Upon termination of this Agreement, Licensors may request the Licensee to provide services associated with restoration of the Subject Property. Such services may include plowing, herbiciding, tilling, seeding, and maintenance mowing.

16. Licensors reserves the right to enter upon said land to inspect, make improvements thereon, and for any and all lawful purposes arising from the ownership of the land so long as it does not interfere with the rights of the Licensee, as provided in this License.

17. The Licensee agrees that this License is purely a personal license to use the Subject Property for farming purposes. The Licensors may terminate this Agreement at any time and for any reason by giving thirty (30) days notice in writing to that effect to the Licensee. In the event of any termination, Licensors shall pay the Licensee for planted but unharvested crops on the Subject Property on the basis of average county yield and unit price, based on available County data. Fertilizer and pesticide costs for planted but unharvested crops on the Subject Property shall be reimbursed, provided that the Licensee provides fertilizer and pesticide receipts for these costs. Other than amount for planted but unharvested crops, fertilizer and pesticide costs, as



provided in this section, Licensee hereby waives its rights to request or seek any other amount from Licenser in the event the License granted herein is terminated.

18. Insurance & Liability

- A. The Licensee shall maintain one million dollars (\$1,000,000.00) of liability insurance on the Subject Property with an insurance company acceptable to the Licenser. Licensee shall purchase insurance with said company naming the Licenser as additional insured on the liability policy. Proof of such coverage must be on file with the Licenser on or before March 31st of the first year of the License. Failure to submit such proof by this date may terminate this License. Policy must cover all contractors hired by the Licensee to apply soil amendments, pesticides, or for other purposes, or the contractor must provide proof of insurance for the above referenced amount.
- B. Licensee shall obtain and maintain, at the Licensee's expense, appropriate and adequate insurance coverage for the Licensee's personal property in amounts determined by the Licensee to be adequate. Licensee shall provide a copy of all insurance policies to Licenser upon request of Licenser.
- C. Licensee shall hold harmless, indemnify, and defend the Licenser, its Commissioners, Officers, Agents, Attorneys and Employees against any and all losses, expenses, claims, costs, causes and damages, including without limitation litigation costs and attorneys' fees, on account of (a) any failure on the part of the Licensee to perform or comply with any terms or conditions of this Agreement, or (b) any personal injuries or death or damages to property arising from, occurring, growing out of, incident to, or resulting directly or indirectly from the grant of this License or the use of the Subject Property or the structures by Licensee. The provisions of this section shall be in addition to, and shall not be limited by, the amounts of any insurance provided by Licensee pursuant to this Agreement.

19. This License is not assignable or transferable to any person, company, or corporation, in whole or in part.

20. It is mutually agreed that the Licensee is an independent contractor, not subject to the control of the Licenser and is not an employee of the Licenser.

21. Licensee shall, and without any charge to District, keep the Subject Property free of any and all liens against the Subject Property in favor of any person whatsoever for or by reason of any equipment, material, supplies or other item furnished, labor performed or other thing done in connection with Licensee's use or occupancy of the Subject Property (a "Lien"). If the Subject Property becomes encumbered with any Lien, Licenser may, at Licenser's option, terminate this Agreement or direct Licensee to remove any such lien from the subject property. Licensee shall remove such Lien promptly and, in any event, not later than five (5) days after being directed to do so in writing by District. District shall have the right to remove or satisfy any Lien upon the Subject Property at any time with or without notice to Licensee, and shall be reimbursed by Licensee within ten (10) days after such amount is incurred, any amount that District incurs to remove or satisfy the Lien, including the costs, expenses, attorneys' fees, and administrative expenses incurred by District in connection therewith or by reason thereof.

22. Licensee shall give all notices, pay all fees, and take all other action that may be necessary to ensure that all activities on the Subject Property are provided, performed, and completed in

accordance with all applicable laws, statutes, rules, regulations, ordinances, and requirements, and all required governmental permits, licenses or other approvals and authorizations that may be required in connection with providing, performing, and completing such activities.

23. This Agreement shall be interpreted and enforced under the laws of the State of Illinois and the parties agree that the venue for any legal proceeding between them shall be Kendall County, Twenty-third Judicial Circuit, State of Illinois.

24. In any action with respect to this Agreement, the parties are free to pursue any legal remedies at law or in equity. The prevailing party by 75% or more of damages sought, in any action brought pursuant to this Agreement shall be entitled to reasonable attorneys' fees and court costs arising out of any action or claim to enforce the provisions of this Agreement.

25. If any provision of this Agreement shall be held invalid, the validity of any other provision of this Agreement that can be given effect without such invalid provision shall not be affected thereby. The waiver of one breach of any term, condition, covenant or obligation of this Agreement shall not be considered to be a waiver of that or any other term, condition, covenant or obligation or of any subsequent breach thereof.

26. This Agreement represents the entire agreement between the parties and there are no other promises or conditions in any other agreement whether oral or written. This agreement supersedes any prior written or oral agreements between the parties and may not be modified except in writing acknowledged by both parties.

Licensor: Kendall County Forest Preserve District

By: \_\_\_\_\_  
Judy Gilmour, President

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

Licensees:

By: \_\_\_\_\_  
Maurice Ormiston, Jr.

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

By: \_\_\_\_\_  
Chris Ormiston

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

**FARM LICENSE AGREEMENT #19-02-003**

**Fox River Bluffs Forest Preserve and Kendall County Eldamain Road ROW Property**

This AGREEMENT is made this 19th day of February, 2019 between the KENDALL COUNTY FOREST PRESERVE DISTRICT, 110 West Madison Street, Yorkville, IL, 60560 and the COUNTY of KENDALL, 111 West Fox Road, Yorkville, IL, 60560, both Bodies Corporate and Politic (hereinafter "Licensors"), and, Rock Creek Land and Cattle, LLC (Jason Brummel, Don Brummel and Jeff Brummel) of 12565 Fox Road, Yorkville, IL 60560, (hereinafter "Licensee"), including all heirs and assigns, collectively referred to as the "Parties".

WHEREAS, Kendall County and the Kendall County Forest Preserve District are the owners of certain lands situated in the County of Kendall, Township of Fox, and State of Illinois described as:

PIN#s: 01-36-400-010 and 04-01-200-006; and

WHEREAS, in acquiring this property in 2015, the Kendall County Forest Preserve District assumed a farm lease agreement for farming activities on 99.42 acres of farmland; and

WHEREAS, Kendall County is the owner of certain lands situated in the County of Kendall, Township of Fox, and State of Illinois described as the Eldamain and Fox Road right-of-way conveyed to the County of Kendall by a Warranty Deed recorded March 20, 2015 as Document #201500004183 originally containing 18.44 acres under agricultural production; and

WHEREAS, Kendall County has completed construction of a temporary access drive reducing the total acres scheduled for agricultural production in 2019 to 9.45 total acres; and

WHEREAS, Licensee desires to use the above-described real estate, for farming purposes, and Licensors desire to have the real estate farmed; and

WHEREAS, Licensee plans to plant early-harvest soybeans in 2019, which is consistent with the planning timeframe for cropland conversion of the area known as the Fox River Bluffs Forest Preserve; and

WHEREAS, both Licensee and Licensors hereby agree that there are 108.87 tillable acres suitable for row crops on the above referenced parcels, these tillable acres hereinafter referred to as the 'Subject Property' as is identified in the attached **Exhibit A**.

NOW, THEREFORE, in consideration of the grants, covenants, and conditions of this Agreement, IT IS HEREBY AGREED AS FOLLOWS:

1. **Incorporation:** The proceeding introductory language is made a part hereof and incorporated herein.
2. **License & Term:** the Licensors hereby grant to the Licensee a farm License in exchange for the following goods, services, and considerations, submitted as a use fee for a term of one (1)

year, beginning on the final date all parties sign this agreement, and ending on December 31, 2019 subject to the conditions and limitations hereinafter mentioned.

3. **Payment & Pricing:** Licensee shall pay Licensors a Base Rate of \$265 per tillable acre for the License year. The Base Rate shall be payable no later than May 30, 2019, and Licensee agrees that failure to pay by this date constitutes a material breach of this License Agreement and may terminate this License.
4. **Crop Insurance:** Additionally, Licensee shall obtain Crop Insurance, which shall be any funds from a multi-peril or crop hail claim on the Subject Property collected by the Licensee, less the premiums paid on such policy(s).
5. **Limited License:** This Agreement grants only a contractual license to use the Subject Property under the terms and conditions state herein. Further, the rights granted by the County and District herein shall vest only in Licensee and no such rights shall vest in any of Licensee's employees, agents, subcontractors or partners, if any. Nothing in this Agreement shall be construed to convey to Licensee any legal or equitable interest in the Subject Property.
6. **Taxes:** Licensors make no claims as to the tax status of the Subject Property. In the event the Subject Property should be assessed and taxed pursuant to the process outlined in 35 ILCS 205/19, it shall be the obligation of the Licensee to pay such taxes as are incurred during the term of this license. In the event the Subject Property becomes taxable at any time during the term of this License, Licensee shall be required to pay those taxes that are incurred during the term of this License. At the termination of this Agreement, Licensee shall pay tax incurred during the term of this license, though not yet due and owing. Where taxes have yet to be determined, Licensee shall pay the estimated taxes based on 100% of the previous year's taxes. Any such taxes shall be prorated as needed.
7. **Erodible Soils:** The Licensors agree that the Licensee may, without further license on the part of the Licensors, use the Subject Property for the purpose of farming the land. If there are highly erodible soils on the Subject Property, the Licensee is responsible for maintaining the soil according to the methods adopted in Licensee's farming plan approved by the Kendall County Soil and Water Conservation District. Said report must be submitted to the Licensors on or before ground breaking on the first year covered by this License. Failure to submit this report by this date may terminate this License.
8. **"As Is" Property:** The Licensee has inspected the Subject Property and structures prior to signing this Agreement and accepts the conditions of these "as is."
9. **Farming Method:** The Licensee agrees to farm the Subject Property in a husband-like manner, utilizing conservation tillage methods.
10. **Records Requirement:** Licensee shall keep and provide to the Licensors the following records:
  - A. Soil Samples – The Licensee shall conduct annual soil testing (2.5 acre grid), with such costs split evenly with the Licensors. Soil test results shall be due to the Licensors by December 30, 2019. The Licensee shall apply the minimum amount of fertilizer required to maintain the soil fertility at:

- i. For corn, P (phosphorus) shall be maintained at 80 pounds per acre and K (potassium) shall be maintained at 50 pounds per acre.
  - ii. For soybeans, P (phosphorus) shall be maintained at 50 pounds per acre and K (potassium) shall be maintained at 75 pounds per acre.
- B. Global Positioning System data of crops and yields harvested.
- C. Fertilizers and rates applied.
- D. Pesticide applications, including dates of applications, types and amounts of pesticide used, fields treated, and the identity of the applicator for each application.

11. **Fertilizer Replacement:** Fertilizer replacement of P (phosphorus) and K (potassium) will be calculated using crop removal method as outlined in the Illinois Agronomy Handbook. Replacement of P and K for a crop year calculated on total nutrient removal per tillable acre and applied at the Licensee's expense for product and application. No carry over credit will be allowed from previous year's application.

12. **Limestone:** Lime shall be applied when pH level is less than 6.2. If Licensee reports the need to apply limestone to the Subject Property, the cost for the application will be presented to the District for consideration and approval prior to application, with material costs reimbursed by the District upon presentation of an invoice following application.

13. **Notice:** Any notice required or permitted to be given pursuant to this Agreement shall be duly given if sent by certified mail or personal service and received. Notice should be sent to the following parties:

Licensors, send to:

Judy Gilmour, President  
Kendall County Forest Preserve District  
110 W. Madison Street  
Yorkville, Illinois 60560

Scott Gryder, Chairman  
County Board of Kendall County  
111 Fox Street  
Yorkville, Illinois 60560  
ATTN: County Administrator

with a copy to:

Kendall County State's Attorney  
Kendall County Courthouse  
807 John Street  
Yorkville, Illinois 60560

Licensee send to:

Jason Brummel  
Rock Creek Land and Cattle, LLC  
12565 Fox Road  
Yorkville, IL 60560

14. **Buffer:** It is agreed that the tillable land on this farm should be devoted to row crops. The Licensors may require an un-tilled buffer a minimum of 10 feet from certain woodlands or



waterways. This buffer shall be planted with a cover crop by the Licensee at the inception of this Licensee with a seed mix approved by Licensors.

**15. Pesticide Use:**

- A. Licensee shall, and shall cause all other persons working on the Subject Property, to follow all label instructions of any pesticides used on the Subject Property. Upon signing this Agreement, Licensee shall supply Licensors with a copy of a valid State of Illinois pesticide applicator's license for each person who will be applying pesticide on the Subject Property during the term of this Agreement. If any such licenses expire during the term of this Agreement, Licensee shall be responsible for obtaining a renewal or new license to replace such an expired license and shall promptly provide Licensors with a copy thereof.
- B. No pesticides shall be stored on the Subject Property unless they are in original, labeled containers, and then only during the period during which such pesticide is applied, which shall not exceed ten (10) days.
- C. Licensee shall provide Licensors with a record of pesticide applications, including dates of applications, types and amounts of pesticide used, fields treated, and the identity of the applicator for each application. Use of atrazine (weed control) and neonicotinoid pesticides (seed treatments including imidacloprid, thiamethoxam, and clothianidin formulas) are prohibited from application within the license area.
- D. Licensee is responsible, at the Licensee's sole expense, to repair any damage done to native vegetation due to pesticide drift and to repair rutting caused by farm equipment in non-tilled areas owned by the Licensors.
- E. Licensee agrees to indemnify, defend with counsel, and hold harmless the Licensors for all claims, demands, damage, judgments, fees (including attorneys' fees) and costs that may arise out of Licensee's application of pesticides on the Subject Property. Pursuant to 55 ILCS 5/3-9005, any attorney representing the Licensors pursuant to this paragraph must first be approved by the Kendall County State's Attorney and shall be appointed as a Special Assistant State's Attorney.

**16. Hazardous Materials:** Licensee shall comply with all federal, state, and local laws, ordinances, rules and regulations that regulate, restrict or prohibit any material defined therein as a hazardous, radioactive, toxic or carcinogenic material, substance, pollutant, or contaminant when using such materials on the Subject Property.

**17. Duty of Care:** The Licensee agrees to take care of the Subject Property, not to alter or change the physical landscape of the Subject Property and to farm and to maintain improvements in a careful and prudent manner.

**18. Termination:** The Licensee agrees that this License is purely a personal license to use the Subject Property for farming purposes. The Licensors may terminate this Agreement at any time and for any reason by giving thirty (30) days notice in writing to the Licensee. In the event of any termination, Licensors shall pay the Licensee for planted but unharvested crops on the Subject Property based on available Kendall County data for the average yield and unit price within Kendall County. Licensors will also reimburse Licensee for reasonable fertilizer and pesticide costs for planted but unharvested crops on the Subject Property provided the Licensee presents fertilizer and pesticide receipts for these costs. Licensee hereby waives its rights to seek any other amounts from Licensors in the event the License is terminated.

19. **Services upon Termination:** Upon termination of this Agreement, Licensors may request the Licensee to provide services associated with restoration of the Subject Property, and Licensee agrees to provide such services. Such services may include plowing, herbiciding, tilling, seeding, and maintenance mowing.

20. **Right of Entry:** Licensors reserve the right to enter upon said land to inspect, make improvements thereon, and for any and all lawful purposes arising from the ownership of the land so long as it does not interfere with the rights of the Licensee, as provided in this License.

21. **Insurance & Liability:**

- A. Licensee shall obtain and continue in force, during the term of this Agreement, all insurance as set forth below. Each insurance policy shall not be cancelled or changed without thirty (30) days' prior written notice, given by the insurance carrier to Licensors. On the Date of Execution, Licensee shall deposit with Licensors certificates evidencing the insurance it is to provide hereunder: (a) Comprehensive business automobile liability insurance in the minimum amount of \$1,000,000 combined single limit; (b) Comprehensive excess liability insurance with a combined minimum single limit of \$1,000,000 for each occurrence, with a minimum \$1,000,000 aggregate; (c) Worker's Compensation and Occupational Disease Disability insurance, in compliance with the laws of the jurisdiction where the work is being performed (only if Licensee employs any individuals to perform work on or related to the Subject Property); and (d) employer's comprehensive general liability insurance for both personal injury and property damage in the minimum amount of \$1,000,000 for each accident, (only if Licensee employs any individuals to perform work on or related to the Subject Property). Licensors shall be named as Additional Insureds on a Primary and Non-Contributory basis with respect to all liability coverage, as well as a waiver of subrogation with respect to all liability coverage, including workers' compensation, in favor of Licensors. Also, Licensors shall be designated as the certificate holders. Proof of such coverage must be on file with the Licensor on or before March 31st of the first year of the License. Failure to submit such proof by this date may terminate this License at the sole discretion of the Licensor. All of the above insurance policies must cover all contractors hired by the Licensee to apply soil amendments, pesticides, or for other purposes, or the contractor must provide proof of insurance for the above referenced amount.
- B. Licensee shall obtain and maintain, at the Licensee's expense, appropriate and adequate insurance coverage for the Licensee's personal property in amounts determined by the Licensee to be adequate. Licensee shall provide a copy of all insurance policies to Licensor upon request of Licensor.
- C. Licensee agrees to defend with counsel of the Licensors' own choosing, indemnify and hold harmless the Licensors, their past, present and future board members, elected officials, insurers, employees and agents against any and all liability, loss, costs, damages, judgments, liens and expenses (including attorney's fees) which the Licensors, their past, present and future board members, elected officials, insurers, employees and agents may hereafter sustain, incur, or be required to pay, on account of (a) any failure on the part of the Licensee to perform or comply with any terms or conditions of this Agreement, or (b) any personal injuries or death or damages to property arising from,



occurring, growing out of, incident to, or resulting directly or indirectly from the grant of this License or the use of the Subject Property or the structures by Licensee. The provisions of this section shall be in addition to, and shall not be limited by, the amounts of any insurance provided by Licensee pursuant to this Agreement.

22. **Assignment:** This License is not assignable or transferable to any person, company, or corporation, in whole or in part.

23. **Independent Contractor:** It is mutually agreed that the Licensee is an independent contractor, not subject to the control of the Licensor and is not an employee of the Licensor.

24. **Liens:** Licensee shall, and without any charge to the District or County, keep the Subject Property free of any and all liens against the Subject Property in favor of any person whatsoever for or by reason of any equipment, material, supplies or other item furnished, labor performed or other thing done in connection with Licensee's use or occupancy of the Subject Property (a "Lien"). If the Subject Property becomes encumbered with any Lien, Licensors may, at Licensors' option, terminate this Agreement or direct Licensee to remove any such lien from the subject property. Licensee shall remove such Lien promptly and, in any event, not later than five (5) days after being directed to do so in writing by Licensors. Licensors shall have the right to remove or satisfy any Lien upon the Subject Property at any time with or without notice to Licensee, and shall be reimbursed by Licensee within ten (10) days after such amount is incurred, any amount that Licensors incur to remove or satisfy the Lien, including the costs, expenses, attorneys' fees, and administrative expenses incurred by Licensors in connection therewith or by reason thereof.

25. **Legal Compliance:** Licensee shall give all notices, pay all fees, and take all other action that may be necessary to ensure that all activities on the Subject Property are provided, performed, and completed in accordance with all applicable laws, statutes, rules, regulations, ordinances, and requirements, and all required governmental permits, licenses or other approvals and authorizations that may be required in connection with providing, performing, and completing such activities.

26. **Venue:** This Agreement shall be interpreted and enforced under the laws of the State of Illinois and the parties agree that the venue for any legal proceeding between them shall be Kendall County, Twenty-third Judicial Circuit, State of Illinois.

27. **Remedies:** In any action with respect to this Agreement, the parties are free to pursue any legal remedies at law or in equity. The prevailing party by 75% or more of damages sought, in any action brought pursuant to this Agreement shall be entitled to reasonable attorneys' fees and court costs arising out of any action or claim to enforce the provisions of this Agreement.

28. **Illinois Prevailing Wage Act:** The Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act") requires employers to pay laborers, workers and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website at: <http://www.state.il.us/agency/idol/rates/rates.html>. To the extent that this Agreement results in

Licensee performing covered work under the Act, Licensee shall comply with all requirements of the Act, including, but not limited to, all wage, notice, and record-keeping duties.

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

30. **Severability:** If any provision of this Agreement shall be held invalid, the validity of any other provision of this Agreement that can be given effect without such invalid provision shall not be affected thereby. The waiver of one breach of any term, condition, covenant or obligation of this Agreement shall not be considered to be a waiver of that or any other term, condition, covenant or obligation or of any subsequent breach thereof.

31. **Entire Agreement:** This Agreement represents the entire agreement between the parties and there are no other promises or conditions in any other agreement whether oral or written. This agreement supersedes any prior written or oral agreements between the parties and may not be modified except in writing acknowledged by both parties.

32. **Waiver:** The waiver of one breach of any term, condition, covenant or obligation of this Agreement shall not be considered to be a waiver of that or any other term, condition, covenant or obligation or of any subsequent breach thereof.

33. **Prior Agreements:** All previous agreements between the Parties, whether oral or in writing, are hereby revoked. Neither party will seek to enforce any previous oral or written agreement between the Parties, regarding the license or use of the Subject Property.

34. **Authority:** Each party represents and warrants that their representative, whose signature appears below, has the power and authority to enter into this agreement and to obligate the party to the terms of this agreement.

Licensor: Kendall County Forest Preserve District

By: \_\_\_\_\_  
Judy Gilmour, President

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

Licensor: Kendall County

By: \_\_\_\_\_  
Scott Gryder, Kendall County Board Chairman

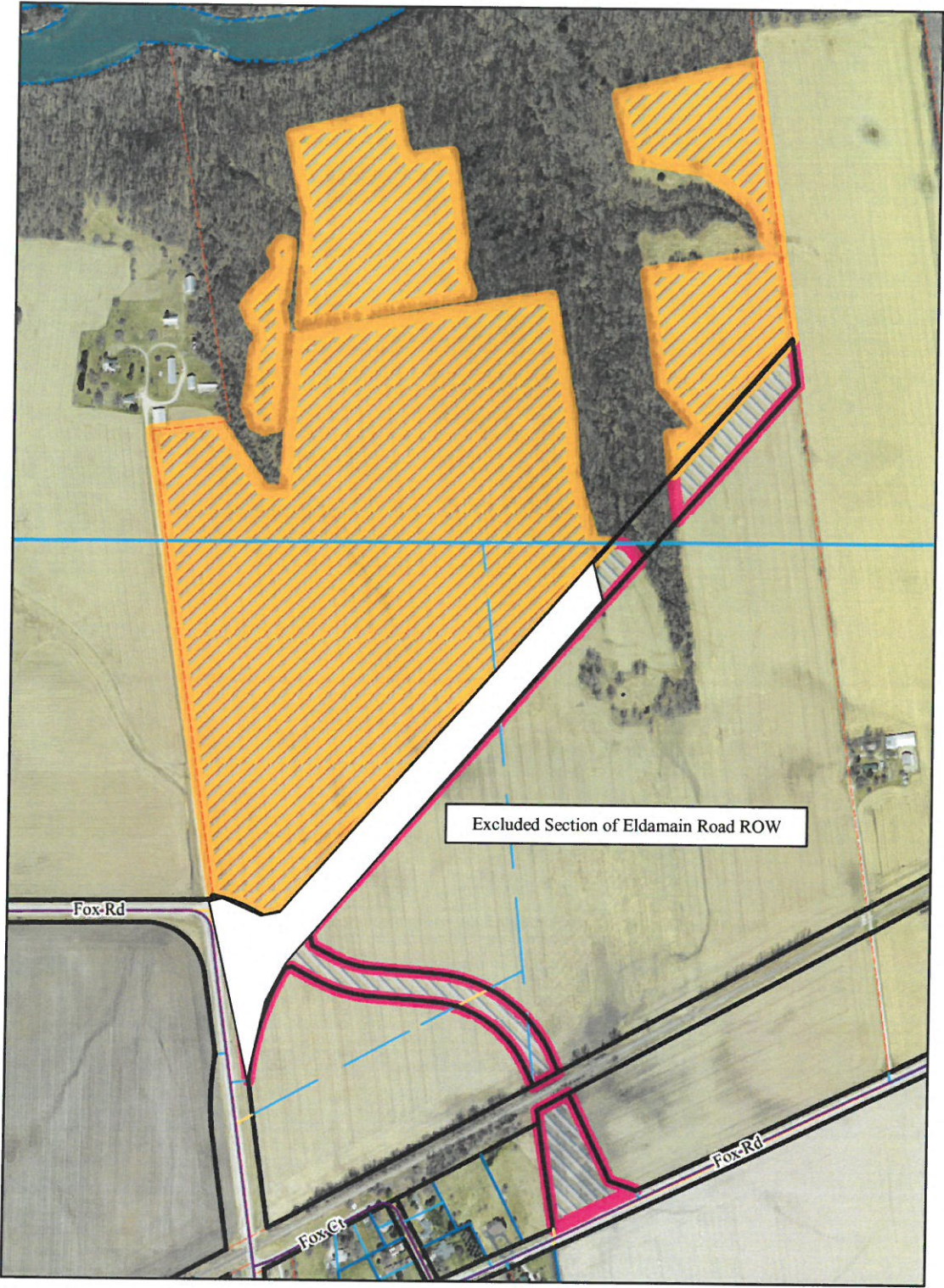
Date: \_\_\_\_\_

Licensee:

By: \_\_\_\_\_  
Jason Brummel, Farm Operator and  
Owner Rock Creek Land and Cattle, LLC

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





Kendall County GIS  
111 West Fox Street, Room 303  
Yorkville, Illinois 60099-1409  
608.233.1400



**N** Legend

Future ROW - 18.44

Kendall County FP - 99.42

Fox River Bluffs  
County Owned/Future ROW  
Area being Farmed

1 inch = 600 feet

0 120 240 480 720 960

Feet





The Conservation Foundation's  
2019  
Earth Day Benefit Dinner

*Sponsorship  
Opportunities  
for  
Forest Preserve District  
of Kendall County*

[www.theconservationfoundation.org](http://www.theconservationfoundation.org)

# Yes!



I/We would like to support The Conservation Foundation  
as a 2019 Earth Day Benefit Dinner table sponsor.

**Sponsorship Level (check one)**    ☐ **Platinum—\$5,000**    ☐ **Gold—\$2,500**    ☐ **Silver—\$1,500**

Name \_\_\_\_\_

Company Name (if applicable) \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Telephone \_\_\_\_\_

Email \_\_\_\_\_

**Please enclose check for appropriate amount (made payable to The Conservation Foundation)  
or supply your credit card information. All major credit cards are accepted.**

Name On Card \_\_\_\_\_

Credit Card Number/ Expiration Date \_\_\_\_\_

Signature \_\_\_\_\_

**Sponsorships received prior to February 20th, 2019 will be recognized on the Benefit Dinner invitations.**

Please mail/ fax or email this form to:

The Conservation Foundation  
Attn.: Chere Hayes, [chayes@theconservationfoundation.org](mailto:chayes@theconservationfoundation.org)  
10S404 Knoch Knolls Road  
Naperville, Illinois 60565  
Fax: 630-428-4599  
Phone: 630-428-4500 ext. 117

**You may also register as a sponsor on our website at [www.theconservationfoundation.org](http://www.theconservationfoundation.org).**



The Conservation Foundation works in your neighborhood to save nearby nature, protect our region's vital waterways, and connect children of all ages to the wonders of the natural world.

Our annual Earth Day Benefit Dinner is a critical source of funding for this good work. And, it's a blast! The event attracts the "who's who" in the natural resources industry and beyond, and instead of dreading it as another stuffy dinner, we hear from our guests repeatedly how much they look forward to the evening.

The 2019 Earth Day Benefit Dinner will be held on **Thursday, April 25th, 2019, 5:00 pm to 9:00 pm at Bobak's Signature Events in Woodridge.** Guests will enjoy an exquisite dinner, the best nature-inspired silent auction around, a short program with an always-impactful video, and the company of others who share a passion for the environment.

We need your help to make this key fundraiser a success.

*Will you offer your support as a table sponsor?*

### Sponsorship Levels and Benefits

#### **Platinum Level Sponsor—\$5,000**

- Complimentary ad space on our mobile bidding platform offered to all event participants.
- One table for eight located nearest the front
- Recognition during the program
- Recognition on printed materials related to the Benefit Dinner
- Recognition in 2019 *Heron* magazine

#### **Gold Level Sponsor—\$2,500**

- One table for eight located near the front
- Recognition during the program
- Recognition on printed materials related to the Benefit Dinner
- Recognition in 2019 *Heron* magazine

#### **Silver Level Sponsor—\$1,500**

- One table for eight
- Recognition during the program
- Recognition on printed materials related to the Benefit Dinner
- Recognition in 2019 *Heron* magazine



## *Sponsored Table Guest Names*

1) \_\_\_\_\_  
Name  
\_\_\_\_\_  
Company/Organization  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
City, Zip

4) \_\_\_\_\_  
Name  
\_\_\_\_\_  
Company/Organization  
\_\_\_\_\_  
Address  
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City, Zip

7) \_\_\_\_\_  
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Company/Organization  
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City, Zip

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Address  
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City, Zip

5) \_\_\_\_\_  
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Company/Organization  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
City, Zip

8) \_\_\_\_\_  
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Company/Organization  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
City, Zip

3) \_\_\_\_\_  
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\_\_\_\_\_  
Company/Organization  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
City, Zip

6) \_\_\_\_\_  
Name  
\_\_\_\_\_  
Company/Organization  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
City, Zip



## *Other Ways to Support the 2019 Earth Day Benefit Dinner*

### **Silent Auction and Wall of Wine Donations**

The Conservation Foundation's annual Earth Day Benefit Dinner features one of the best nature-inspired silent auctions in the area. We rely on the generosity of our members, partners and friends to fill the auction with stellar trips, lush native plant material, inspiring artwork and enriching experience packages. We especially love handcrafted and/or locally made items.

The Wall of Wine is another favorite of our Earth Day Benefit Dinner guests. For \$20, Wall of Wine participants get to choose a red or white wrapped bottle from our display of mystery vintages and values. A few bottles even come with a wine tasting certificate! We will be spiriting away (pun intended) donations of wine up until about a week before the Benefit Dinner.

If you are interested in contributing to the silent auction or Wall of Wine, please contact Chere Hayes at 630-428-4500, Ext. 117 or email [chayes@theconservationfoundation.org](mailto:chayes@theconservationfoundation.org).



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# KENDALL COUNTY FOREST PRESERVE DISTRICT

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HISTORIC KENDALL COUNTY COURTHOUSE

110 WEST MADISON STREET

YORKVILLE, IL 60560

## FOR IMMEDIATE RELEASE

Kendall County Forest Preserve District - Media Contact  
David Guritz, Executive Director  
630-553-4131

[dguritz@co.kendall.il.us](mailto:dguritz@co.kendall.il.us)

February 6, 2019

### **Kendall County Forest Preserve District Awarded Illinois Department of Natural Resources - Open Space Land Acquisition and Development (OSLAD) Funding to Open Pickerill-Pigott Forest Preserve**

The Kendall County Forest Preserve District has been awarded a \$316,500.00 Illinois Department of Natural Resources – Open Space Land Acquisition and Development (OSLAD) program grant to open Pickerill-Pigott Forest Preserve to the public. A total of 89 outdoor recreation projects were awarded OSLAD grants in this cycle, representing \$28,975,500 in funding assistance.

The estimated cost to complete the forest preserve's first-phase development of the Pickerill-Pigott Forest Preserve is \$633,000.00, with the OSLAD program funding 50% of the project.

The Pickerill-Pigott Forest Preserve entrance will be located at the intersection of Minkler Road and Hilltop Road in Kendall Township.

Pickerill-Pigott Forest Preserve was acquired in 2007 when Ken Pickerill, a retired Oswego High School teacher and Illinois wrestling Hall of Fame coach donated 29-acres that included his estate home to the District. The District purchased an additional 60-acres from the Pigott family establishing the preserve.

First-phase improvements will include widening the entrance drive, establishing public parking, completing trailhead improvements including interpretive and wayfinding signs, washrooms, a large picnic pavilion, and improved trail surfacing that will offer visitors scenic views of the preserve's oak woodlands, fishing ponds, prairie, and wetland habitats.

Visitors will also enjoy scenic views of the surrounding landscape by hiking to the top of the Ransom glacial moraine formation that overlooks the Oswego channel formed when torrential glacial meltwaters broke through an ice dam carving out a deep valley where Morgan Creek now flows. Both glacial features formed 22,000 years ago and 18,000 years ago, respectively, towards the end of the last ice age.

The District's Executive Director, David Guritz was confident the project would be

competitive within the OSLAD program. "The District's master planning team involved every department, with the goal of securing input from our local communities and constituents to strengthen our proposal. This included support from Upland Design, LTD of Plainfield who volunteered their time and expertise to develop the grant proposal."

Efforts to open the preserve will begin later this year once the grant agreement is formally approved by the District's Board of Commissioners, allowing the District to move forward with the development of bid specifications to complete the improvements.

While the District is not committed to a specific opening date, improvements will begin by fall of 2019, with plans to open the preserve no later than June 1, 2020.

The Kendall County Forest Preserve District's President, Judy Gilmour welcomed the announcement of the award, expressing appreciation for local community leaders and constituents who helped provide input into the preserve's master plan.

"This OSLAD grant would not have been awarded without the widespread support received from our local elected officials, not-for-profit partners, and local agencies including the Forest Foundation of Kendall County, The Conservation Foundation, Oswegoland Park District, Bristol-Kendall Fire Department, Yorkville Parks and Recreation Department, and Waubonsee Community College."

Individuals interested in following the District's progress to open the Pickerill-Pigott Forest Preserve are encouraged to sign-up for the District's newsletter, with a link provided on the District's program website at [www.kendallforest.com](http://www.kendallforest.com), or to follow the Kendall County Forest Preserve District's Education Department Facebook page.

--END--

**Exhibits and Preserve Photos Available Upon Request ([dguritz@co.kendall.il.us](mailto:dguritz@co.kendall.il.us))**

Pickerill-Pigott Forest Preserve Phase I Master Plan

Phase I Master Plan Cost Estimates

**Website Resources:**

<https://kendallforest.com>

<https://iwcoa.net/hall-of-fame/ken-pickerill/>



## Illinois Department of Natural Resources

One Natural Resources Way Springfield, Illinois 62702-1271  
www.dnr.illinois.gov

JB Pritzker, Governor  
Wayne A. Rosenthal, Director

January 30, 2019

Mr. Dave Guritz  
Director  
Kendall County F.P.D.  
110 W. Madison Street  
Yorkville, IL 60560

Re: Kendall County F.P.D.  
Pckerill-Pigott Forest Preserve  
Grant Award: \$316,500

Dear Mr. Guritz:

Congratulations! I am pleased to inform you that the above referenced project has been approved at the dollar amount indicated, as part of the State's FY 2019 Open Space Lands Acquisition and Development (OSLAD). Your proposed project meets the objectives of the OSLAD program, so it is justified in receiving an award from this year's very competitive selection process.

Your project was one of 89 local outdoor recreation projects (87 development and 2 acquisition), representing approximately \$28,974,500 in funding assistance, approved by the Department for FY 2019 OSLAD grant funds.

You will be contacted within the next 30 days by the Office of Grant Management and Assistance with detailed information and instructions concerning implementation of your project and program compliance responsibilities. Your project cannot begin until a Notice of State Award has been approved and a grant agreement has been fully executed.

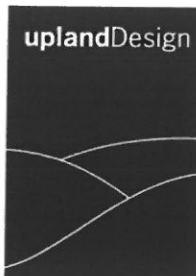
Once again, congratulations on being one of the successful applicants and thank you for your dedicated efforts to improve and provide outdoor recreation opportunities for Illinois residents.

Sincerely,

Wayne A. Rosenthal  
Director

WAR/kb





Pickerill-Pigott Forest Preserve  
Kendall County Forest Preserve

Prepared Date: 08/06/2018  
Project #624

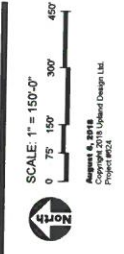
**Development Cost Opinion - Master Plan Phase I**

PROJECT COMPONENTS	QUANTITY	UNIT	COST	EXTENSION
<b>Access Drive and Parking Lot</b>				
Site Preparation and Grading	1	LS	\$ 78,373.65	\$ 78,373.65
Undercut and PGE	100	CY	\$ 63.25	\$ 6,325.00
Entry Drive & Gravel Paving - at 10" Depth	5574	SY	\$ 23.00	\$ 128,202.00
Vehicular Asphalt Paving at ADA space	100	SY	\$ 64.40	\$ 6,440.00
Vehicular Asphalt Striping	1	LS	\$ 598.00	\$ 598.00
ADA Parking Sign	2	EA	\$ 575.00	\$ 1,150.00
Wheelstop	54	EA	\$ 97.75	\$ 5,278.50
Turf Grass w/ Blanket - 10' both side of drive	0.65	Acre	\$ 7,130.00	\$ 4,634.50
<b>A/E Design, Survey and Permit Fees</b>				<b>\$ 34,651.00</b>
<b>SubTotal</b>				<b>\$ 265,652.65</b>
<b>Wayfinding Plaza and Restroom</b>				
Site Preparation and Grading	1	LS	\$ 7,101.25	\$ 7,101.25
Undercut and PGE	50	CY	\$ 63.25	\$ 3,162.50
Prefab Restroom Building - 2 Single Users, Waterless, Chase Option, Solar Light Option, Solar Vent Option	1	LS	\$ 74,750.00	\$ 74,750.00
Concrete Paving - Plaza	365	SF	\$ 9.20	\$ 3,358.00
Trail Markers	1	LS	\$ 8,625.00	\$ 8,625.00
Turf Grass w/ Blanket	100	SY	\$ 6.90	\$ 690.00
<b>A/E Design, Survey and Permit Fees</b>				<b>\$ 14,654.00</b>
<b>SubTotal</b>				<b>\$ 112,340.75</b>
<b>Picnic Area Shelter</b>				
Site Preparation and Grading	1	LS	\$ 4,457.40	\$ 4,457.40
Shelter 28' x 52'	1	EA	\$ 94,300.00	\$ 94,300.00
Concrete Paving - Shelter	1940	SF	\$ 9.20	\$ 17,848.00
Turf Grass w/ Blanket	150	SY	\$ 6.90	\$ 1,035.00
<b>A/E Design, Survey and Permit Fees</b>				<b>\$ 17,647.00</b>
<b>SubTotal</b>				<b>\$ 135,287.40</b>

<b>Overlook &amp; Trail from Parking Lot</b>					
Site Preparation and Grading	1	LS	\$ 4,833.45	\$	4,833.45
Undercut and PGE	50	CY	\$ 63.25	\$	3,162.50
Gravel Trail - 8' wide Trail at 6" Depth	388	SY	\$ 18.40	\$	7,139.20
Gravel Existing Trail - 8' wide	1612	SY	\$ 18.40	\$	29,660.80
Gravel Overlook with 2 Benches	1	LS	\$ 2,875.00	\$	2,875.00
Drainage / Culverts	1	LS	\$ 1,437.50	\$	1,437.50
Mowed Trail - 8' wide					By Owner
Turf Grass w/ Blanket - 6' both side of trail	0.55	Acre	\$ 7,130.00	\$	3,921.50
<b>A/E Design, Survey and Permit Fees</b>				\$	<b>7,955.00</b>
<b>SubTotal</b>				\$	<b>60,984.95</b>
<b>Loop Trail at Lower Pond</b>					
Site Preparation and Grading	1	LS	\$ 15,375.50	\$	15,375.50
Undercut and PGE	50	CY	\$ 63.25	\$	3,162.50
Gravel Trail - 8' wide Trail at 6" Depth	1052	SY	\$ 18.40	\$	19,356.80
Drainage / Culverts	1	LS	\$ 5,462.50	\$	5,462.50
Turf Grass w/ Blanket - 6' both sides of trail	0.33	Acre	\$ 7,130.00	\$	2,352.90
<b>A/E Design, Survey and Permit Fees</b>				\$	<b>6,857.00</b>
<b>SubTotal</b>				\$	<b>52,567.20</b>
<b>Master Plan Phase I TOTAL OF ALL ITEMS</b>				\$	<b>626,832.95</b>

\* Cost does not include demolition or renovation of existing buildings





# Master Plan - Phase I

## Pickerill-Pigott Forest Preserve

### Kendall County Forest Preserve District