

# KENDALL COUNTY FOREST PRESERVE DISTRICT

## MEETING AGENDA

TUESDAY, JANUARY 21, 2025

9:00 AM

### KENDALL COUNTY HISTORIC COURTHOUSE – SECOND FLOOR COURTROOM YORKVILLE

- I. Call to Order
- II. Pledge of Allegiance
- III. Invocation
- IV. Roll Call: Brian DeBolt (President), Ruben Rodriguez (Vice President), Seth Wormley (Secretary), Scott Gengler, Jason Peterson, Zach Bachmann, Elizabeth Flowers, Matt Kellogg, Dan Koukol, and Brooke Shanley
- V. Approval of Agenda
- VI. Public Comments
- VII. <sup>(1)</sup> **CONSENT AGENDA**
  - A. Approval of Minutes
    - Kendall County Forest Preserve District Commission Meeting of January 7, 2025
    - Kendall County Forest Preserve District Committee of the Whole Meeting of January 14, 2025
  - B. <sup>(1)</sup> **MOTION**: Approval of Claims in the Amount of \$78,019.84
  - C. <sup>(1)</sup> **MOTION**: Approval of Farm License Agreement #25-01-001 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 \$108,121.50 for Base Rent, Including a \$0.01 per Bushel Surcharge for Grain Dryer Use, Utility Bill Reimbursement, Plus a Calculated Yield Payment
  - D. <sup>(1)</sup> **MOTION**: Approval of Farm License Agreement #25-01-002 with Albert Collins, Jr. for the Lease of 51.5 Acres of District Property at Henneberry Forest Preserve for a Total Amount of \$9,270.00 for Base Rent
  - E. <sup>(1)</sup> **MOTION**: Approval of Farm License Agreement #25-01-003 with Chris and Maurice Ormiston of Ottawa, Illinois for the Lease of 3.75 Acres of District Property at Henneberry Forest Preserve for a Total Amount of \$375.00 for Base Rent
  - F. <sup>(1)</sup> **MOTION**: Approval of Farm License Agreement #25-01-004 with Tom Anderson of Somonauk, Illinois for the Licensed Use of the Equipment Storage Barn at Little Rock Creek Forest Preserve through March 1, 2026 in the Amount of \$1,200.00 (\$100.00 per month)
  - G. **MOTION**: Approval of the FY2025 Goals for the Kendall County Forest Preserve District
- VIII. **OLD BUSINESS**

*No items posted for consideration.*
- IX. **NEW BUSINESS**

*No items posted for consideration.*
- X. Committee Chairman Reports: Seth Wormley (Finance) and Dan Koukol (Operations)
- XI. Public Comments
- XII. Executive Session
- XIII. **OTHER ITEMS OF BUSINESS**

*No items posted for consideration.*
- XIV. Adjournment

*(1) Requires affirmative vote of the majority of those elected (6) for passage (KCFPD Rules of Order Section I.G.3.b.v.a)*

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

**January 07, 2025**

**I. Call to Order**

President DeBolt called the meeting to order at 6:21 pm in the Kendall County Historic Court House – 3<sup>rd</sup> floor court room.

**II. Pledge of Allegiance**

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

**III. Invocation**

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

**IV. Roll Call**

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

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

**V. Approval of Agenda**

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

**VI. Public Comment**

No public comments were offered from citizens in attendance.

**VII. CONSENT AGENDA**

**A. Approval of Minutes**

- Kendall County Forest Preserve District Committee of the Whole Meeting of December 10, 2024
- Kendall County Forest Preserve District Commission Meeting of December 17, 2024

**B. MOTION: Approval of Claims in the Amount of \$9,435.65**

Commissioner Shanley made a motion to approve the Consent Agenda Seconded by Commissioner Bachmann.

Motion: Commissioner Shanley

Second: Commissioner Bachmann

**Roll call: Consent Agenda**

<b>Commissioner</b>	<b>Aye</b>	<b>Opposed</b>	<b>Commissioner</b>	<b>Aye</b>	<b>Opposed</b>
Bachmann	X		Koukol		
DeBolt	X		Peterson	X	
Flowers	X		Rodriguez	X	
Gengler	X		Shanley	X	
Kellogg	X		Wormley	X	

Motion unanimously approved.

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

## **VIII. OLD BUSINESS**

- A. Review of an Updated 1-ton Dump Truck, Including a Monroe Salt Spreader and Plow Assembly from Currie Motors Fleet of Frankfort, Illinois**

Commissioner Kellogg made a motion to approve an updated bid spec from Currie Motors Fleet of Frankfort, Illinois for an updated 1-ton dump truck, including a Monroe salt spreader and plow assembly. Seconded by Commissioner Flowers.

Motion: Commissioner Kellogg

Second: Commissioner Flowers

**Roll call: Approval of Updated Bid Spec**

<b>Commissioner</b>	<b>Aye</b>	<b>Opposed</b>	<b>Commissioner</b>	<b>Aye</b>	<b>Opposed</b>
Bachmann	X		Koukol		
DeBolt	X		Peterson	X	
Flowers	X		Rodriguez	X	
Gengler	X		Shanley	X	
Kellogg	X		Wormley	X	

Motion unanimously approved.

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

## **IX. NEW BUSINESS**

*No items for consideration.*

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

Finance Chair Wormley reported the next Forest Preserve Finance meeting is January 30th.

## **XI. Public Comments**

DRAFT FOR COMMISSION APPROVAL: 01-21-2025

No public comments were offered from citizens in attendance.

**XII. Executive Session**

None.

**XIII. Other Items of Business**

*No items posted for consideration.*

**XIV. Adjournment**

Commissioner Flowers made a motion to adjourn. Seconded by Commissioner Peterson. Aye, all. Opposed, none. Meeting adjourned at 6:27 pm.

Respectfully submitted,

Antoinette White

Acting Executive Director, Kendall County Forest Preserve District

**KENDALL COUNTY FOREST PRESERVE DISTRICT  
COMMITTEE of the WHOLE MEETING MINUTES**

**January 14, 2025**

**I. Call to Order**

Vice President Rodriguez called the meeting to order at 4:37 pm in the Kendall County Historic Court House – 3rd floor court room.

**II. Roll Call**

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

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

**III. Approval of Agenda**

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

**IV. Public Comments**

No public comment was offered by those in attendance.

**V. Leadership Team Report**

Acting Executive Director White provided a review of the District's 2025 goals.

Environmental Education and Outreach Division Manager, Stefanie Wiencke presented a 2024 Impact Summary of the District's accomplishments.

**VI. Motion to Forward Claims to Commission**

Commissioner Flowers made a motion to forward claims to Commission for approval. Seconded by Commissioner Bachmann. Aye, all. Opposed, none.

**VII. Review of Preliminary End-of-Year Financial Statements through December 31, 2024**

Executive Advisor Guritz presented an overview of the preliminary financial statements through December 31, 2024.

Commissioner Peterson left the meeting at 4:51 pm.

**VIII. OLD BUSINESS**

*No items posted for consideration.*

**IX. NEW BUSINESS**

**a) MOTION: Approval to Forward Farm License Agreement Renewals to  
Commission for Approvals**

Commissioner Flowers made a motion to forward the prepared farm license agreements renewals to Commission for approval. Seconded by Commissioner Kellogg. Aye, all. Opposed, none.

**X. Other Items of Business**

**a) Subat Nature Center Project Updates**

**b) Hoover-Fox River Bluffs Forest Preserve Trail Connector Project**

**c) IEPA Section 319 Dam Removal Project**

Executive Advisor Guritz provided an overview on the education aspects of the Subat Nature Center, noted the Hoover-Fox River Bluff FP trail project CERP was completed, and the IEPA Section 319 Grant is expected to be announced in March.

**XI. Public Comments**

No public in attendance offered comments.

**XII. Executive Session**

None.

**XIII. Summary of Action Items**

Acting Executive Director White provided a summary of action items to be presented to Commission for approval.

Commissioner Gengler left at 4:48 pm

**XIV. Adjournment**

Commissioner Flowers made a motion to adjourn. Seconded by Commissioner Bachmann. Aye, all. Opposed, none. Meeting adjourned at 5:00 pm.

Respectfully submitted,

Antoinette White

Acting Executive Director, Kendall County Forest Preserve District

# Claims Listing

Department	Vendor #	Vendor Name	Invoice #	Invoice Description	GL Account	Description	Invoice Amount
Ellis Birthday Parties	3380	AMAZON CAPITAL SERVICES	1TQR-YYCM-3WTH	Cast Iron Horseshoe Set- Ellis Bday Supplies	19001165 63030	Program Supplies	\$94.99
						Sub-Total	\$94.99
					Ellis Birthday Parties	Total	\$94.99
Ellis Grounds	1323	MENARDS	15674	Clamps, hardware, paper towels, spreader	19001162 68580	Grounds and Maintenance	\$193.78
	3380	AMAZON CAPITAL SERVICES	1MPQ-743X-PNQJ	Plow Assembly, mount	19001162 68580	Grounds and Maintenance	\$264.21
						Sub-Total	\$457.99
					Ellis Grounds	Total	\$457.99
Ellis House	541	FIRST NATIONAL BANK OF OMAHA	9181VickDec2024	Vick Credit Card Dec 2024	19001160 62000	Office Supplies	\$22.30
	3380	AMAZON CAPITAL SERVICES	1F7K-RQMC-319N	Holiday Tablecloth, desk calendar	19001160 62000	Office Supplies	\$121.79
	3380	AMAZON CAPITAL SERVICES	1P7C-L6K6-4FCF	White cardstock	19001160 62000	Office Supplies	\$17.99
						Sub-Total	\$162.08
	2047	COMED	2346189000011525	ComEd Ellis House	19001160 62270	Utilities	\$1,234.08
						Sub-Total	\$1,234.08
	124	BARRETT'S ECOWATER	0010381011525	Ellis Water Service	19001160 68580	Grounds and Maintenance	\$84.84
	1323	MENARDS	15139	Utility knife, drywall tape, oxi cleaner, contract	19001160 68580	Grounds and Maintenance	\$58.63
	1323	MENARDS	15282	Toilet paper, hoses	19001160 68580	Grounds and Maintenance	\$42.97
	1323	MENARDS	15295	Mailbox post, post mount, number and letter kit	19001160 68580	Grounds and Maintenance	\$112.94
	1323	MENARDS	15871	Washer fluid, wrenches	19001160 68580	Grounds and Maintenance	\$23.31

3380	AMAZON CAPITAL SERVICES	1KHH-3WG7-YQYR	Washing Machine Cleaner Tablets	19001160 68580	Grounds and Maintenance	\$14.65
					Sub-Total	\$337.34
				Ellis House	Total	\$1,733.50
541	FIRST NATIONAL BANK OF OMAHA	3583GuritzDec 2024	Guritz Credit Card-Dec 2024	19001164 63000	Animal Care & Supplies	\$1,053.23
					Sub-Total	\$1,053.23
				Ellis Riding Lessons	Total	\$1,053.23
3131	GROOT INC	13620340T102	Waste & Recycling	19001168 63070	Refuse Pickup	\$74.58
					Sub-Total	\$74.58
				Ellis Weddings	Total	\$74.58
1871	JESSICA VOSBURGH	ReimburseDec2024	Reimbursement for animal care, NB supplies	19001180 63030	Program Supplies	\$6.99
					Sub-Total	\$6.99
				Environ. Educ. Laws of	Total	\$6.99
1871	JESSICA VOSBURGH	ReimburseDec2024	Reimbursement for animal care, NB supplies	19001178 63030	Program Supplies	\$93.13
					Sub-Total	\$93.13
				Environmental Educ. Natrl	Total	\$93.13
1020	ILLINOIS STATE POLICE SERVICES FUND	20241205718	Background Check	190011 62000	Office Supplies	\$10.00
1304	MARCO TECHNOLOGIES, LLC	546246729F	Copier 12/28/2024 - 01/28/2025	190011 62000	Office Supplies	\$176.19
3057	KENDALL COUNTY TECHNOLOGY	25-01	Email access	190011 62000	Office Supplies	\$1,140.00
3380	AMAZON CAPITAL SERVICES	1VG1-T6XJ-94MN	Phone case	190011 62000	Office Supplies	\$19.99
					Sub-Total	\$1,346.18
541	FIRST NATIONAL BANK OF OMAHA	5931WhiteDec2024	White Credit Card Dec 2024	190011 62040	Conferences	\$274.00
1017	IL DEPT OF AGRICULTURE	Benesh Herbicide	Benesh Herbicide	190011 62040	Conferences	\$90.00

**Ellis Riding Lessons**

**Ellis Weddings**

**Environ. Educ. Laws of Nature**

**Environmental Educ. Natrl Beg.**

**Forest Preserve Director**



1017	IL DEPT OF AGRICULTURE	Kolka Herbicide	Kolka Herbicide	190011 62040	Conferences	\$90.00
1017	IL DEPT OF AGRICULTURE	Luetlich Herbicide	Luetlich Herbicide	190011 62040	Conferences	\$90.00
1017	IL DEPT OF AGRICULTURE	00451P/76551	Pest Control License Application	190011 62040	Conferences	\$120.00
				<b>Sub-Total</b>		<b>\$664.00</b>
1199	KLUBER, INC.	9356	Subat Professional Services	190411 62150	Contractual Services	\$1,154.02
1665	SHAW MEDIA	122410085118	Public Notice, Website Hosting	190011 62150	Contractual Services	\$239.17
				<b>Sub-Total</b>		<b>\$1,393.19</b>
2047	COMED	06169650000115	ComEd Horse Arena	190011 63510	Electric	\$32.76
2047	COMED	10178790000115	ComEd Baker Woods	190011 63510	Electric	\$22.42
2047	COMED	28734790000115	ComEd Richard Young	190011 63510	Electric	\$26.17
2047	COMED	66110222220115	ComEd Jay Woods	190011 63510	Electric	\$51.59
2047	COMED	79918650000115	ComEd Harris	190011 63510	Electric	\$129.93
				<b>Sub-Total</b>		<b>\$262.87</b>
1007	ILLINOIS COUNTIES RISK MANAGEMENT TRUST	Jan2025	3rd installment-Liability insurance	190011 68000	Liability Insurance Premiums	\$10,631.00
				<b>Sub-Total</b>		<b>\$10,631.00</b>
5182	BLUESTEM ECOLOGICAL SERVICES	4273	Wetland Herbicide Services	190711 68500	Project Fund Expenses	\$1,792.00
				<b>Sub-Total</b>		<b>\$1,792.00</b>
2826	LITE CONSTRUCTION INC	Subat Pay App 5	Subat Pay App 5	190411 70330	Construction	\$49,027.50
				<b>Sub-Total</b>		<b>\$49,027.50</b>
				<b>Forest Preserve Director Total</b>		<b>\$64,996.74</b>

Grounds and Natural Resources

506	ELBURN NAPA, INC.	4860011525	Blister pack capsules	19001183 62160	Equipment	\$14.65
1060	JOHN DEERE FINANCIAL	11113-29745011525	Hoover, Grounds Equipment, shop supplies	19001183 62160	Equipment	\$181.33
1950	YORKVILLE ACE & RADIO SHACK	400515011525	Propane, hardware	19001183 62160	Equipment	\$5.51
					<b>Sub-Total</b>	<b>\$201.49</b>
1153	KENDALL CO HIGHWAY DEPT	GasDec2024	Gas and Diesel Dec 2024	19001183 62180	Gasoline / Fuel / Oil	\$680.99
1950	YORKVILLE ACE & RADIO SHACK	400515011525	Propane, hardware	19001183 62180	Gasoline / Fuel / Oil	\$139.93
					<b>Sub-Total</b>	<b>\$820.92</b>
1655	SERVICE SANITATION, INC	50-493234011525	Portable Washroom Services	19001183 63070	Refuse Pickup	\$455.31
3131	GROOT INC	13620340T102	Waste & Recycling	19001183 63070	Refuse Pickup	\$219.79
					<b>Sub-Total</b>	<b>\$675.10</b>
678	GRAINCO FS, INC.	1341197011525	Propane-Ellis	19001183 63090	Natural Gas	\$1,135.35
1452	NICOR	85662610121011525	Nicor Millbrook S	19001183 63090	Natural Gas	\$152.14
1452	NICOR	87946110001011525	Nicor Harris	19001183 63090	Natural Gas	\$340.02
					<b>Sub-Total</b>	<b>\$1,627.51</b>
1323	MENARDS	15045	Torch lighters	19001183 63110	Shop Supplies	\$17.01
1323	MENARDS	15433	Carving/Engraving Kit	19001183 63110	Shop Supplies	\$3.98
1323	MENARDS	15596	Leather gloves	19001183 63110	Shop Supplies	\$13.59
					<b>Sub-Total</b>	<b>\$34.58</b>
1849	VERIZON	6101513869	Cell phone services	19001183 63540	Telephones	\$209.16
3837	T-MOBILE	982008249011525	Cell phone services	19001183 63540	Telephones	\$280.83
3837	T-MOBILE	990345112011525	Ooma Device	19001183 63540	Telephones	\$94.26
					<b>Sub-Total</b>	<b>\$584.25</b>
				<b>Grounds and Natural</b>	<b>Total</b>	<b>\$3,943.85</b>

Hoover

3394	JOE STEFFEN	128	Kingfisher Sec Dep Refund	19001171	63040	Security Deposit Refund	\$100.00
3572	TRICIA SPRINGMAN	24-00360	Meadowhawk Sec Dep Refund	19001171	63040	Security Deposit Refund	\$195.00
4920	IRMA CAMPOS	24-00343	Meadowhawk Sec Dep Refund	19001171	63040	Security Deposit Refund	\$290.00
5153	JOSH HENDRICKS	24-00316	Blazing Star, Moonseed Sec Dep Refund	19001171	63040	Security Deposit Refund	\$200.00
5176	JEFFREY VARGAS	24-00337	Meadowhawk Sec Dep Refund	19001171	63040	Security Deposit Refund	\$285.00
5177	JOSHUA KOONS	124	Moonseed Sec Dep Refund	19001171	63040	Security Deposit Refund	\$100.00
5181	DAVE LECLERE	24-00306	Overpayment of Kingfisher reservation	19001171	63040	Security Deposit Refund	\$30.00
						<b>Sub-Total</b>	<b>\$1,200.00</b>
1452	NICOR	24614203628011525	Nicor Blazing Star	19001171	63090	Natural Gas	\$111.43
						<b>Sub-Total</b>	<b>\$111.43</b>
2047	COMED	0474038000011525	ComEd Hoover Multiple	19001171	63100	Electric	\$1,920.51
2047	COMED	0507397000011525	ComEd Hoover Bathhouse	19001171	63100	Electric	\$388.11
2047	COMED	9837831222011525	ComEd Hoover Residence	19001171	63100	Electric	\$255.70
						<b>Sub-Total</b>	<b>\$2,564.32</b>
1060	JOHN DEERE FINANCIAL	11113-29745011525	Hoover, Grounds Equipment, shop supplies	19001171	63110	Shop Supplies	\$16.99
1323	MENARDS	15915	Bleach, cleaner	19001171	63110	Shop Supplies	\$71.50
1820	UNIQUE PRODUCTS & SERVICE	474192-1	Hand soap	19001171	63110	Shop Supplies	\$92.40
1820	UNIQUE PRODUCTS & SERVICE	476878	Paper towels, toilet paper, trash liners, cleaners	19001171	63110	Shop Supplies	\$555.35
						<b>Sub-Total</b>	<b>\$736.24</b>
1060	JOHN DEERE FINANCIAL	11113-29745011525	Hoover, Grounds Equipment, shop supplies	19001171	63120	Building Maintenance	\$44.94
						<b>Sub-Total</b>	<b>\$44.94</b>

1820	UNIQUE PRODUCTS & SERVICE	476878	Paper towels, toilet paper, trash liners, cleaners	19001171 68580	Grounds and Maintenance	\$187.08
					<b>Sub-Total</b>	<b>\$187.08</b>
					<b>Total</b>	<b>\$4,844.01</b>
2047	COMED	15656651110115 25	ComEd Pickerill House	19001184 63100	Electric	\$491.53
2047	COMED	94385650000115 25	ComEd Pickerill Shelter	19001184 63100	Electric	\$33.09
4631	GRNE NELNET HOLDCO 2023 LLC	CI-000419525	Pickerill Solar	19001184 63100	Electric	\$76.21
					<b>Sub-Total</b>	<b>\$600.83</b>
					<b>Total</b>	<b>\$600.83</b>
					<b>Grand Total</b>	<b>\$78,019.84</b>

**Pickerill - Pigott**

**FARM LICENSE AGREEMENT #25-01-001**

AGREEMENT made this 21ST day of January, 2025 between the KENDALL COUNTY FOREST PRESERVE DISTRICT, a Body Corporate and Politic, 110 West Madison Street, Yorkville, IL, 60560, Licensors; and Mark Mathre, of 16770 Lisbon Center Road, Newark, IL, 60541, and Tom Mathre, of 14109 Hughes Road, Newark, IL, 60541, Licensee, including all heirs and assigns.

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

PIN#s: 04-03-300-002; 04-04-400-007; 04-04-400-011; 04-09-100-008; 04-10-100-001 (Millbrook North); and,

PIN#s: 04-16-151-007; 04-17-200-008; 04-17-300-003; 04-17-400-003; 04-20-200-001 (Millbrook South); and,

PIN#s: 04-28-300-002; 04-29-300-011; 04-29-300-013; 04-32-100-007; 04-32-100-005; 04-32-100-009 (Millington).

WHEREAS, Licensee desires to use the above-described real estate, for farming purposes with the structures utilized for the storage of crops and farm implements, and Licensors desire to have the real estate farmed and the buildings utilized.

WHEREAS, both Licensee and Licensors hereby agree that there are 157.31 tillable acres on the Millbrook North Parcel, 118.58 tillable acres on the Millbrook South Parcel, and 127.41 tillable acres on the Millington Parcel suitable for row crops, these tillable acres hereinafter referred to as the 'Subject Property'; and 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 January 21, 2025, and ending on December 31, 2025 subject to the conditions and limitations hereinafter mentioned.

Licensee shall pay Licensors a Base Rate of \$270 per tillable acres on the Millbrook North Parcel, \$285 per tillable acre on the Millbrook South Parcel, and \$250 per tillable acre on the Millington Parcel for the License year. The Base Rate shall be payable no later than May 31, 2025, and Licensee agrees that failure to pay by this date may terminate this License.

Licensee shall pay Licensors a Flexible Rate equal to:  
(((Average Grain Price - Basis) x Yield) + Crop Insurance) x 33.33% - Base Rent  
(See Exhibit A for example.)

Average Grain Price shall be calculated by utilizing the closing price on the Chicago Board of Trade futures market on the first trading day of each month from January through October. The Basis shall be fixed at \$0.30 for corn and \$0.40 for soybeans.

The Yield shall be the amount of dry bushels harvested divided by the tillable acres as provided on page 1 of this agreement.

Crop Insurance 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).

The Flexible Rate is payable on or before December 31, 2025. Should the computed Flexible Rate be less than the Base Rate, then the Base Rate shall be the total due to Licensors.

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. Licensors 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 Licensors agrees 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.
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 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 31, 2025. The Licensee shall apply the minimum amount of fertilizer required to maintain the soil fertility at:
    - i. For corn, elemental P (phosphorus) shall be maintained at 80 pounds per acre and elemental K (potassium) shall be maintained at 50 pounds per acre.

- ii. For soybeans, elemental P (phosphorus) shall be maintained at 50 pounds per acre and elemental 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. Licensee shall provide grain sheets to 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 Licensee with a seed mix approved by Licensor. Licensor shall provide a 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 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 Licensor 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 Licensor 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 Licensor.

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 pay all utility charges and services to the structures located on the property for the term of this Agreement. This includes a drying fee of \$0.01 per bushel capacity for use of the grain dryers at Millbrook South Forest Preserve, with capacity based on use estimated at 20,000 bushels, or \$200.00, invoiced for payment in November 2025, and included as part of the utility charge reimbursement invoice.

15. Licensee shall use the structures on Licensor property for storage purposes only and shall not permit anyone other than Licensee to utilize the structures without the prior written consent of the Forest Preserve Director. No dogs, cats, birds, or other animals or pets shall be kept in or about the structures. Licensee shall not permit the structures or surrounding property to be used for any unlawful purposes or in any manner that will unreasonably disturb neighbors or other tenants. Licensee shall not allow any signs or placards to be posted or placed on the structures without the prior written consent of the Forest Preserve Executive Director.

16. Licensee has inspected the structures prior to signing this Agreement and accepts this License with knowledge and concurrence of the existing condition of the structures. Licensee shall not make, permit, or allow any additions to or alterations of the structures without prior written consent of the Forest Preserve Director. Licensee shall deliver structures to District at the expiration or termination of this Agreement in as good condition as received, ordinary wear and tear expected. Repairs necessitated and routine maintenance shall be at the expense of the Licensee.

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

18. Upon termination of this Agreement, Licensor 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.

19. Licensor 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.

20. The Licensee agrees that this License is purely a personal license to use the Subject Property for farming purposes. The Licensor 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, Licensor 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 Licensor in the event the License granted herein is terminated.

21. 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 Licensor. Licensee shall purchase insurance with said company naming the Licensor as additional insured on the liability policy. Proof of such coverage must be on file with the Licensor on or before March 31, 2022. 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.

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

23. 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. 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.

25. 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. 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. 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. 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.

29. 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.

Licensors - Kendall County Forest Preserve District

By: \_\_\_\_\_  
Brian DeBolt, President

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

Licensee:

By: \_\_\_\_\_  
Mark Mathre, Farm Operator

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

By: \_\_\_\_\_  
Tom Mathre, Farm Operator

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

## Exhibit A

### Flexible Rate Calculation Example

For the following values for a 100 acre site with a base rent of \$200 per acre:

Average grain price = Corn \$5 per bushel

Basis = \$0.30 per bushel

Yield = 200 bushels per acre x 100 acres = 20,000 bushels

Crop Insurance = 0

Base Rent = 100 acres x \$200 per acre = \$20,000

$$(((\text{Average Grain Price} - \text{Basis}) \times \text{Yield}) + \text{Crop Insurance}) \times 33.33\% - \text{Base Rent}$$

$$(((\$5 - \$0.30) \times 20,000) + 0) \times 33.33\% - \$20,000 = \$11,330.20$$

The base rate amount is due May 31.

The flexible rate amount is due December 31.

**FARM LICENSE AGREEMENT #25-01-002**

**Henneberry Property**

AGREEMENT made this 21<sup>ST</sup> day of January, 2025 between the KENDALL COUNTY FOREST PRESERVE DISTRICT, a Body Corporate and Politic, 110 West Madison Street, Yorkville, IL, 60560, Licensors, and Tim Collins of 17943 Scott Road, Hinckley, Illinois 60520 including all heirs and assigns.

WHEREAS, the Licensors are 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, 06-06-496-003, 06-06-497-001, 06-06-497-002

WHEREAS, Licensee desires to use the above-described real estate, for farming purposes with the structures utilized for the storage of crops and farm implements, and Licensors desire to have the real estate farmed.

WHEREAS, both Licensee and Licensors hereby agree that there are 51.5 tillable acres suitable for row crops on the above referenced parcels, these tillable acres hereinafter referred to as the 'Subject Property'; and the Licensors 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 January 21, 2025, and ending on December 31, 2025 subject to the conditions and limitations hereinafter mentioned.

Licensee shall pay Licensors a Base Rate of \$180.00 per tillable acre for the License year. The Base Rate shall be payable no later than May 31, 2025, and Licensee agrees that failure to pay by this date may terminate this License.

Crop Insurance 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).

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. Licensors 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 31, 2025. 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 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. 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 Licensors 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 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 31, 2025. 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 Licensors upon request of Licensors.
- C. Licensee shall hold harmless, indemnify, and defend the Licensors, 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 Licensors and is not an employee of the Licensors.

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, Licensors may, at Licensors'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: \_\_\_\_\_  
Brian DeBolt, President

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

Licensee:

By: \_\_\_\_\_  
Albert Collins, Jr. Farm Operator

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



**FARM LICENSE AGREEMENT #25-01-003**

**Henneberry Property**

AGREEMENT made this 21<sup>ST</sup> day of January, 2025 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 January 21, 2025, and ending on December 31, 2025 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, 2025, 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, 2025. 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 Licensee 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 Licensor 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 Licensor. Licensee shall purchase insurance with said company naming the Licensor as additional insured on the liability policy. Proof of such coverage must be on file with the Licensor on or before March 31st of the 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.

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 Licensor and is not an employee of the Licensor.

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, 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.

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: \_\_\_\_\_  
Brian DeBolt, President

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

Licensees:

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

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

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

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

**LICENSE AGREEMENT #25-01-004**

**Little Rock Creek Forest Preserve Property – Farm Storage Shed**

AGREEMENT made this 21ST day of January, 2025 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)

WHEREAS, Licensee desires to utilize the metal storage shed and approaches located on the above-described real estate for farming equipment storage, and Licensor desires to receive intermittent support from the farm operator to maintain the recently restored areas at Little Rock Creek Forest Preserve.

WHEREAS, both Licensee and Licensor hereby agree that there is a metal storage shed located on the above referenced parcels, hereinafter referred to as the ‘Subject Property’; and the Licensor hereby grants to the Licensee a license renewal in exchange for the payment of the license fee for a term of one (1) year beginning on March 20, 2025, and ending on March 19, 2026 subject to the conditions and limitations hereinafter mentioned, with the fee for the access and use of the farm equipment storage building located along Burr Oak Road on parcel 01-33-400-006 beginning on March 20, 2025 and ending on March 19, 2026.

WHEREAS, Licensee shall pay Licensor a License Payment of \$100 per month for the License year payable in advance.

The non-refundable License payment in full shall be payable no later than March 20, 2025, 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 storage of farm equipment.

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 maintain the Subject Property approaches and shed, including addressing any required maintenance needs to keep the shed doors in good working order during the term of the license.
6. No pesticides shall be stored on the Subject Property.
7. Licensee shall comply with all federal, state, and local laws, ordinances, rules and regulations.
8. 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.
9. Upon termination of this Agreement, Licensors may request the Licensee to provide services associated with restoration of the Subject Property, including conservation lands. Such services may include plowing, herbiciding, tilling, seeding, and maintenance mowing.
10. 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.
11. 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 not be entitled to the recovery of any portion of the the Licensee fee paid. Licensee hereby waives its rights to request or seek any other amount from Licensors in the event the License granted herein is terminated.
12. 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 License year. 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 Licensors upon request of Licensors.
  - C. Licensee shall hold harmless, indemnify, and defend the Licensors, 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.

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

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.



20. 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: \_\_\_\_\_  
Brian DeBolt, President

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

Licensees:

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

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

## **Kendall County Forest Preserve District Fiscal Year 2025 Goals**

### **Education:**

1. Host 3 Entice workshops with the IDNR
2. Provide 21 Y115 mini school field trips
3. Hold 1 large public event
4. Facilitate Ellis transition and operational structure
5. Natural Beginnings restructure evaluation
6. Revamp/organize District school programs offerings

### **Grounds/Natural Resources:**

1. Restore Hoover old shop exterior
2. Start hosting volunteer workdays
3. Continue the vehicle replacement schedule – F150 first priority
4. Continue training staff on natural resource management practices
5. Harris Pond – restoration probable solutions
6. Harris parking lot and trail loop seal coat – cost estimation
7. Millbrook South prairie restoration

### **Administration:**

1. Complete Transition to Day Smart
2. Transition to Executime
3. Develop 5-Year Plan based on District grants awarded and identified capital needs
4. Renew KCFPD employee handbook
5. Continue to develop transition plan

### **Capital:**

1. Support the completion of the Subat Nature Center and the Center's interpretive exhibits. Plan for the nature center's opening in late May / early June 2025
2. Implement of the IDNR-RTP grant agreement for the Hoover-Fox River Bluffs trail connection
3. Implement of the IEPA Section 319 grant agreement for the Little Rock Creek dam removal project
4. Hoover pool house – preliminary designs and probable costs for construction (Kluber, Inc.)

### **Other Priorities/Grant and Foundation Projects:**

1. Pursue amendment of the IL Downstate FPD Act to provide the ability for forest preserve districts to extend a sales tax referendum
2. Forest Foundation tree memorials program / Millbrook North FQI Survey
3. Henneberry Forest Preserve maintenance access and trail connectivity project
4. Leverage an IDNR Habitat Grant and ComEd – Openlands Green Region Grant using FY25 matching funds budgeted (\$30K) for the RPBB voluntary mitigation and Forest Foundation memorial fund habitat restoration projects
5. OSLAD/LWCF grant application – Baker Woods South acquisition project; Clear Creek acquisition project