# KENDALL COUNTY FOREST PRESERVE DISTRICT MEETING AGENDA TUESDAY, MARCH 18, 2025 9:00 AM

#### KENDALL COUNTY HISTORIC COURTHOUSE - SECOND FLOOR COURTROOM

T	Call	to	Order
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- II. Pledge of Allegiance
- III. Invocation
- IV. Roll Call: Brian DeBolt (President), Ruben Rodriguez (Vice President), Seth Wormley (Secretary), Scott Gengler, Jason Peterson, Zach Bachmann, Elizabeth Flowers, Matt Kellogg, Dan Koukol, and Brooke Shanley
- V. Approval of Agenda
- VI Public Comments

#### VII. (1) CONSENT AGENDA

- A. Approval of Minutes
  - Kendall County Forest Preserve District Finance Committee Meeting of February 27, 2025
  - Kendall County Forest Preserve District Commission Meeting of March 04, 2025
  - Kendall County Forest Preserve District Operations Committee Meeting of March 05, 2025
- B. (1) MOTION: Approval of Claims in the Amount of \$45,991.32
- C. (1) MOTION: Approval of an Amended CY2025 Annual Meeting Calendar for the Kendall County Forest Preserve District
- D. (1) MOTION: Approval of Farm License Agreement #25-03-001 with Kyle Connell of Morris, Illinois for 130.32 Acres at Baker Woods Forest Preserve which Total Acreage Includes 71.54 Acres in Row Crop Production at \$260.00 per Acre Plus a Calculated Yield Payment; 36.78 Acres in Hay Production at \$280.00 per Acre; and 22.0 Acres for 50/50 Hay Production
- E. (1) MOTION: Approval of a Proposal from Woodin Construction, Inc. of Somonauk, Illinois for Replacement of Ellis House Windows (4) and Exterior Trim, and Dryvit Patching for an Amount Not-to-Exceed \$5,960.00
- F. (1) MOTION: Approval of a Proposal from WashPros Exterior Cleaning of Oswego, Illinois for Exterior Cleaning of the Ellis House for an Amount Not-to-Exceed \$748.00

#### 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 FINANCE COMMITTEE MEETING MINUTES

#### **FEBRUARY 27, 2025**

#### I. Call to Order

Commissioner Peterson called the meeting to order at 4:35 pm in the Kendall County Historic Court House – Second floor Courtroom.

#### II. Roll Call

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

Commissioners DeBolt, Shanley and Peterson were all present.

Commissioner DeBolt made a motion to appoint Commissioner Peterson as pro tem Committee Chairman for the meeting. Seconded by Commissioner Shanley. Aye, all. Opposed, none.

#### III. Approval of Agenda

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

#### IV. Public Comments

No public comments were offered from citizens present.

## V. Approval of the Appointment of Jason Peterson as Vice Chair of the Finance Committee of the Kendall County Forest Preserve District

Commissioner Shanley made a motion to approve the appointment of Jason Peterson as Vice Chair of the Finance Committee of the Kendall County Forest Preserve District. Seconded by Commissioner DeBolt. Aye, all. Opposed, none.

#### VI. Motion to Forward Claims to Commission for Approval

Commissioner Shanley made a motion to forward claims to Commission. Seconded by Commissioner DeBolt. Aye, all. Opposed, none.

#### VII. Review of Financial Statements for the Period Ending January 31, 2025

Executive Advisor Guritz presented the District's preliminary financial statements through January 31, 2025.

#### VIII. OLD BUSINESS

A. Ohio Valley Acquisition LLC – TC Energy Proposed Easements – Progress Updates No updates were reported. The District has not received an updated redline version of the easement agreement.

#### IX. NEW BUSINESS

## A. Upland Design – Hoover-Fox River Bluffs Trail Configuration – Feasibility Study Commissioner DeBolt made a motion to forward the Upland Design LTD change order proposal to complete a feasibility study for a change to the Hoover-Fox River Bluffs trail configuration to Commission for approval. Seconded by Commissioner Shanley. Aye, all. Opposed, none.

B. SB 1449 and HB 2393 Informational Guide Discussion and Legislative Updates Executive Advisor Guritz presented updates on the SB 1449 and HB 2393, including updated informational guides.

#### C. Hoover Grounds Coordinator and Resident Lease Agreement Renewal

Commissioner DeBolt made a motion to forward the Hoover Grounds Coordinator and Resident lease agreement renewal to Commission for approval. Seconded by Commissioner Shanley. Aye, all. Opposed, none.

#### D. Mack & Associates FY25 Audit Updates

Mack & Associates are wrapping up the FY25 audit, and should be ready to present the final report in April.

#### X. Other Items of Business

No items posted for consideration.

#### XI. Executive Session

None.

#### XII. Adjournment

Commissioner Shanley made a motion to adjourn. Seconded by Commissioner DeBolt. Aye, all. Opposed, none.

Meeting adjourned at 4:58 pm.

Respectfully submitted,

**Antoinette White** 

Acting Executive Director, Kendall County Forest Preserve District

## KENDALL COUNTY FOREST PRESERVE DISTRICT COMMISSION MEETING MINUTES

#### MARCH 04, 2025

#### I. Call to Order

President DeBolt called the meeting to order at 6:25 pm in the Kendall County Historic Courthouse  $-2^{ND}$  floor courtroom.

#### II. Pledge of Allegiance

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

#### III. Invocation

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

#### IV. Roll Call

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

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

#### V. Approval of Agenda

Commissioner Peterson made a motion to approve the agenda as presented. Seconded by Commissioner Rodriguez. 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 February 11, 2025
  - Kendall County Forest Preserve District Commission Meeting of February 18, 2025
- B. MOTION: Approval of Claims in the Amount of \$21,688.06
- C. MOTION: Approval of a 1-Year Lease Agreement Renewal with Jon Kolka, Grounds Coordinator and Resident for Use of the Hoover Resident Effective March 22, 2025 through 21, 2026 for a \$550.00 Monthly Rent Payment

President DeBolt recited the items posted to the Consent Agenda.

Commissioner Peterson made a motion to approve the Consent Agenda as presented. Seconded by Commissioner Bachmann.

Motion: Commissioner Peterson Second: Commissioner Bachmann

Roll call: Consent Agenda

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

Motion unanimously approved.

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

#### VIII. OLD BUSINESS

No items posted for consideration.

#### IX. **NEW BUSINESS**

A. MOTION: Approval of Additional Work Authorization #1 with Upland Design, LTD for a Trail Alignment Alternative Feasibility Study for the Fox River Bluffs to Hoover Forest Preserve Development in the Amount of \$8,877.00

Commissioner Shanley made a motion to approve the additional work authorization #1 with Upland Design, LTD for a trail alignment alternative feasibility study for the Fox River Bluffs to Hoover Forest Preserve trail development project in the amount of \$8,877.00. Seconded by Commissioner Gengler.

Motion: Commissioner Shanley Second: Commissioner Gengler

**Roll call: Work Authorization #1** 

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

Motion unanimously approved.

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

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

Finance Chair Wormley reported the next Finance Committee meeting will be held on March 27, 2025.

Operations Chair Koukol reported the next Operation Committee meeting is scheduled for March 5, 2025.

#### XI. Public Comments

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 Shanley made a motion to adjourn. Seconded by Commissioner Bachmann. Aye, all. Opposed, none. Meeting adjourned at 6:30 pm.

Respectfully submitted,

**Antoinette White** 

Acting Executive Director, Kendall County Forest Preserve District

## KENDALL COUNTY FOREST PRESERVE DISTRICT OPERATIONS COMMITTEE MEETING MINUTES

#### MARCH 05, 2025

#### I. Call to Order

Committee Chair Koukol called the meeting to order at 6:00 pm in the Kendall County Historic Court House  $-2^{ND}$  Floor Courtroom.

#### II. Roll Call

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

Commissioners Flowers, Koukol, and Rodriguez were all present.

#### III. Approval of Agenda

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

#### IV. Public Comments

No public comments were offered from citizens in attendance.

### V. Review of Financial Statements and Cost Center Reports through February 28, 2025

Acting Executive Director White presented an overview of the financial statements and cost center reports through February 28, 2025.

#### VI. APPROVAL OF SPECIAL USE PERMITS

A. University of Illinois Cooperative Extension – Harris Forest Preserve Arena and Shelter 7 4H Horse Clinic on June 21, 2025 and Gaming Show on July 19, 2025 (July 20 Rain Date) including Waiving of Fees and Changes

Commissioner Koukol made a motion to approve the Special Use Permit for University of Illinois Cooperative Extension – Harris Forest Preserve Arena and Shelter 7 4H Horse Clinic on June 21, 2025 and Gaming Show on July 19, 2025 (July 20 Rain Date) including Waiving of Fees and Changes. Seconded by Commissioner Flowers. Aye, all. Opposed, none.

B. Kendall County EMA Multi-Agency Search and Rescue Training at Harris Forest
Preserve - Shelters 1 and 4 on April 12, 2025 including Waiving of Fees and Charges
Commissioner Koukol made a motion to approve the special use permit of the Kendall County
EMA Multi-Agency Search and Rescue Training at Harris Forest Preserve - Shelters 1 and 4 on April
12, 2025 including Waiving of Fees and Charges. Seconded by Commissioner Flowers. Aye, all.
Opposed, none.

#### VII. Grounds and Natural Resources Reports

- A. Hoover-Fox River Bluffs RTP Trail Project Updates No updates.
- B. Yorkville Athletic Association (Yorkville Fury) License Agreement Renewal Updates
  The District is waiting to hear back from Yorkville Fury to confirm their schedule and acceptance of
  proposed license fee for 2025.
- C. IEPA Inspection Report Influent Flow and Testing Requirements
  The District provided updates on the IEPA inspection, including influent monthly testing
  requirements that will add additional operational costs to the District. The District is examining
  options for assignment of a new Wastewater Operator.
- D. Kaeser Compressor Updated Repair Schedule
  Kaeser has been waiting on parts to come in. Repairs are scheduled for March 20.
  - E. General Use Ordinance Chapter V Section III.a and V.e Vehicle Access and Parking Violation

Acting Director White reported working with the Kendall County Sheriff's Office to have a vehilce removed from the Subat wetland.

#### VIII. Environmental Education and Ellis House and Equestrian Center Reports

- A. Education Programming Updates Summer Camp Participation Distribution
  Stefanie Wiencke, Environmental Education and Public Outreach Division Manager, provided a report on summer camp registration throughout the county and out of the county.
  - B. Mary M. Subat Nature Center Interpretive Exhibits Concept Plan and Schedule Updates

Stefanie Wiencke, Environmental Education and Public Outreach Division Manager, and David Guritz, Executive Advisor, provided an overview of the exhibit concept plans for the Subat Nature Center.

#### C. Ellis Equestrian Center Operation Updates

Stefanie Wiencke, Environmental Education and Public Outreach Division Manager, provided an update that the District is ready to post the Equestrian Program Coordinator position internally, anticipating that one or more staff members may be interested in applying for the position.

#### IX. Other Items of Business

A. Review of Recommended Policy Changes – Kendall County Forest Preserve District Employee Handbook – Section 8.1 B – Accrual of Personal Leave

Commissioner Koukol made a motion to forward the policy changes for the Kendall County Forest Preserve District Employee Handbook to Commission for approval. Seconded by Commissioner Flowers. Aye, all. Opposed, none.

#### X. Chairman's Report

Operations Chair Koukol reported the District should consider marketing venues in local Chambers of Commerce publications and other magazines.

#### XI. Public Comments

No public comments were offered from citizens in attendance.

#### XII. Executive Session

None.

#### XIII. Adjournment

Commissioner Flowers made a motion to adjourn the meeting. Seconded by Commissioner Rodriguez. Aye, all. Opposed, none. Meeting adjourned at 6:52 pm.

Respectfully submitted,

**Antoinette White** 

Acting Executive Director, Kendall County Forest Preserve District

# Claims Listing

or #         Vendor Name         Invoice #         Invoice Description         GL Account           AMAZON CAPITAL         1PG4-9YFW-61N3         Do Not Enter Sign         190011           SERVICES         19139         Wheelbarrow, sponges, wipers         190011           MENARDS         19139         Wheelbarrow, sponges, wipers         190011           COMED         234618900003152         ComEd Ellis House         190011           COMED         5         Ellis Water Delivery         190011           COMED         5         Signalizateb2025         Vick Credit Card Feb 2025         190011           COMED         5         FIRST NATIONAL BANK         18518         Toiet paper, soap, Lysol         190011           FIRST NATIONAL BANK         3583GuritzFeb202         Guritz Credit Card Feb         190011           OF OMAHA         5         100011         Spray, batteries         190011           OF OMAHA         5         2025         190011         190011		)						
3380 AMAZON CAPITAL 1PG4-9YFW-61N3 Do Not Enter Sign 190011  SERVICES  MENARDS 19139 Wheelbarrow, sponges, 190011  Wipers  Wheelbarrow, sponges, 190011  Wheelbarrow, sponges, 190011  Wheelbarrow, sponges, 190011  Wipers  Wheelbarrow, sponges, 190011  Wipers  Wheelbarrow, sponges, 190011  Wipers  Wheelbarrow, sponges, 190011  Wipers  Wheelbarrow, sponges, 190011  S41 FIRST NATIONAL BANK 9181VickFeb2025 Vick Credit Card Feb 2025 190011  S41 FIRST NATIONAL BANK 9181VickFeb2025 Vick Credit Card Feb 190011  S41 FIRST NATIONAL BANK 3583GuritzFeb202 Guritz Credit Card Feb 190011  S41 FIRST NATIONAL BANK 5883GuritzFeb202 Guritz Credit Card Feb 190011  S41 FIRST NATIONAL BANK 5883GuritzFeb202 Guritz Credit Card Feb 190011	Department	Vendor #	Vendor Name	Invoice #	Invoice Description	GL Account	Description	Invoice
3380 AMAZON CAPITAL 1PG4-9YFW-61N3 Do Not Enter Sign 190011 SERVICES  19139 Wheelbarrow, sponges, 190011 wipers  190011 S41 FIRST NATIONAL BANK 9181VickFeb2025 Vick Credit Card Feb 2025 190011 OF OMAHA  124 BARRETT'S ECOWATER 0010381031525 Ellis Water Delivery 190011 OF OMAHA  1323 MENARDS 18518 Tollet paper, soap, Lysol 190011 OF OMAHA  1323 MENARDS 18518 Tollet paper, soap, Lysol 190011 OF OMAHA  154 FIRST NATIONAL BANK 5583GuritzFeb202 Guritz Credit Card Feb 190011 OF OMAHA  1551 FIRST NATIONAL BANK 5583GuritzFeb202 Guritz Credit Card Feb 190011 OF OMAHA S51 FIRST NATIONAL BANK 5583GuritzFeb202 Guritz Credit Card Feb 190011	Ellis Barn							Amount
1923   WENARDS   19139   Wheelbarrow, sponges,   190011		3380	AMAZON CAPITAL SERVICES	1PG4-9YFW-61N3	Do Not Enter Sign	19001161 68580	Grounds and Maintenance	\$13.52
19139   Wheelbarrow, sponges,   190011							Sub-Total	\$13.52
1323   MENARDS   19139   Wheelbarrow, sponges,   190011	Ellie Grounde					Ellis Barn	m Total	1 \$13.52
541         FIRST NATIONAL BANK         9181VickFeb2025         Vick Credit Card Feb 2025         190011           2047         COMED         234618900003152         ComEd Ellis House         190011           541         BARRETT'S ECOWATER         0010381031525         Ellis Water Delivery         190011           541         FIRST NATIONAL BANK         9181VickFeb2025         Vick Credit Card Feb 2025         190011           541         FIRST NATIONAL BANK         3583GuritzFeb202         Guritz Credit Card Feb         190011           541         FIRST NATIONAL BANK         3583GuritzFeb202         Guritz Credit Card Feb         190011           541         FIRST NATIONAL BANK         3583GuritzFeb202         Guritz Credit Card Feb         190011           542         FIRST NATIUEN CANINESS         100012         100011		1323	MENARDS	19139	Wheelbarrow, sponges, wipers	19001162 68580	Grounds and Maintenance	\$139.43
541         FIRST NATIONAL BANK         9181VickFeb2025         Vick Credit Card Feb 2025         190011           2047         COMED         234618900003152         ComEd Ellis House         190011           541         BARRETT'S ECOWATER         0010381031525         Ellis Water Delivery         190011           541         FIRST NATIONAL BANK         9181VickFeb2025         Vick Credit Card Feb 2025         190011           541         FIRST NATIONAL BANK         3583GuritzFeb202         Guritz Credit Card Feb         190011           541         FIRST NATIONAL BANK         3583GuritzFeb202         Guritz Credit Card Feb         190011           541         FIRST NATIONAL BANK         3583GuritzFeb202         Guritz Credit Card Feb         190011           541         FIRST NATIONAL BANK         3583GuritzFeb202         Guritz Credit Card Feb         190011           567         MATTUEW CANINESS         10025         100041						Ellis Grounds		
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2047         COMED         234618900003152         ComEd Ellis House           124         BARRETT'S ECOWATER         0010381031525         Ellis Water Delivery           541         FIRST NATIONAL BANK         9181VickFeb2025         Vick Credit Card Feb 2025           1323         MENARDS         18518         Toilet paper, soap, Lysol spray, batteries           541         FIRST NATIONAL BANK         3583GuritzFeb202         Guritz Credit Card Feb           55         OF OMAHA         5         2025           567         MATTLEM CANINESS         120240         Ellis Horse Noil tring							Sub-Total	\$22.51
BARRETT'S ECOWATER 0010381031525 Ellis Water Delivery  541 FIRST NATIONAL BANK 9181VickFeb2025 Vick Credit Card Feb 2025  OF OMAHA  1323 MENARDS 18518 Toilet paper, soap, Lysol spray, batteries  541 FIRST NATIONAL BANK 3583GuritzFeb202 Guritz Credit Card Feb  OF OMAHA 5  542 Guritz Credit Card Feb  OF OMAHA 5  Ellis Horse Noil tring		2047	COMED	234618900003152		19001160 62270	Utilities	\$1,576.52
124 BARRETT'S ECOWATER 0010381031525 Ellis Water Delivery 541 FIRST NATIONAL BANK 9181VickFeb2025 Vick Credit Card Feb 2025 OF OMAHA 1323 MENARDS 18518 Toilet paper, soap, Lysol spray, batteries spray, batteries 541 FIRST NATIONAL BANK 3583GuritzFeb202 Guritz Credit Card Feb OF OMAHA 5 5 2025 Guritz Credit Card Feb							Sub-Total	\$1,576.52
FIRST NATIONAL BANK 9181VickFeb2025 Vick Credit Card Feb 2025  OF OMAHA  1323 MENARDS  18518 Toilet paper, soap, Lysol spray, batteries  Spray, batteries  Spray, batteries  Spray Bank 3583GuritzFeb202 Guritz Credit Card Feb  OF OMAHA  5  2025  MATTLEM CAVINESS 1202405		124	BARRETT'S ECOWATER	0010381031525	Ellis Water Delivery	19001160 68580	Grounds and Maintenance	\$56.46
MENARDS 18518 Toilet paper, soap, Lysol spray, batteries spray, batteries 541 FIRST NATIONAL BANK 3583GuritzFeb202 Guritz Credit Card Feb OF OMAHA 5 2025		541	FIRST NATIONAL BANK OF OMAHA	9181VickFeb2025	Vick Credit Card Feb 2025	19001160 68580	Grounds and Maintenance	\$235.00
541 FIRST NATIONAL BANK 3583GuritzFeb202 Guritz Credit Card Feb OF OMAHA 5 2025 AMATTLEM CAVINESS 120240F Ellis Lights Noil Fring		1323	MENARDS	18518	Toilet paper, soap, Lysol spray, batteries	19001160 68580	Grounds and Maintenance	\$46.39
541 FIRST NATIONAL BANK 3583GuritzFeb202 Guritz Credit Card Feb OF OMAHA 5 2025 2025 2027 MATTLEM CAVINESS 1202405							Sub-Total	\$337.85
541 FIRST NATIONAL BANK 3583GuritzFeb202 Guritz Credit Card Feb OF OMAHA 5  2025 AAATTUEW CAVINESS 1202405	Ellis Ridina Lessions					Ellis House	se Total	1 \$1,936.88
MAATTUCIA! CAVINECS 12024005 Ellis Horse Noil teimo	7	541	FIRST NATIONAL BANK OF OMAHA	3583GuritzFeb202 5		19001164 63000	Animal Care & Supplies	\$750.51
MANTTUCIAL AND TOTAL SHIP HOLD NOT THE MANTTUCK AND THE MANTTUCK AND THE MANTTUCK AND THE MANTE							Sub-Total	\$750.51
MINISTER CAVINESS IZOZ4403 EIIS IOISO IOIIS		2057	MATTHEW CAVINESS	12024405	Ellis Horse Nail trims,	19001164 63020	Vet & Farrier	\$520.00

	# 100112A	Vendor Name	Invoice #	Invoice Description	GL Account	Description	Invoice
						Sub-Total	\$520.00
Ellis Wooddings					Ellis Riding Lessions	Total	\$1,270.51
c Rilling Add Cilling	3131	GROOT INC	14044083T102	Waste and Recycling	19001168 63070	Refuse Pickup	\$74.58
						Sub-Total	\$74.58
24.00					Ellis Weddings	Total	\$74.58
Nature	1871	JESSICA VOSBURGH	031525Reimburse	Reimbursement for supply purchases	19001180 63030	Program Supplies	\$9.72
	3380	AMAZON CAPITAL SERVICES	1JNC-TYN6-4HN6	Magnifying glasses, Moss	19001180 63030	Program Supplies	\$59.39
						Sub-Total	\$69.11
Environ. Educ. Other					Environ. Educ. Laws of	Total	\$69.11
Pblc Prg	3380	AMAZON CAPITAL SERVICES	19Q4-HWLW- XW1T	Sap to Syrup Supplies	19001179 63030	Program Supplies	\$115.32
	3380	AMAZON CAPITAL SERVICES	1HCX-YPCM- 9M76	Baby Wipes	19001179 63030	Program Supplies	\$13.91
						Sub-Total	\$129.23
Environmental Educ					Environ. Educ. Other Pblc	Total	\$129.23
Natri Beg.	1871	JESSICA VOSBURGH	031525Reimburse	Reimbursement for supply purchases	19001178 63030	Program Supplies	\$26.69
	3380	AMAZON CAPITAL SERVICES	1JNC-TYN6-4HN6	Magnifying glasses, Moss	19001178 63030	Program Supplies	\$29.99
	3380	AMAZON CAPITAL SERVICES	1T7Y-D31L-3QKX	Batteries, paint	19001178 63030	Program Supplies	\$62.97
	4197	HONEY BEE ACRES	1008	Incubator Rental	19001178 63030	Program Supplies	\$90.00
						Sub-Total	\$209.65
Environmental					Environmental Educ. Natrl	Total	\$209.65
Education School	541	FIRST NATIONAL BANK OF OMAHA	3443WienckeFeb2 025	Wiencke Credit Card Feb 2025	19001176 63030	Program Supplies	\$58.90
					Environmental Education	Sub-1 otal	\$58.90

Invoice Amount	\$279.33	\$279.33	\$131.50	\$490.50	\$71.76	\$3,590.40	\$4,284.16	\$17,559.05	\$59.99	\$180.00	\$17,799.04	\$35.66	\$4.27	\$31.13	\$30.98	\$135.55	\$237.59	\$10,631.00
Description	Office Supplies	Sub-Total	Conferences	Conferences	Conferences	Conferences	Sub-Total	Contractual Services	Contractual Services	Contractual Services	Sub-Total	Electric	Electric	Electric	Electric	Electric	Sub-Total	Liability Insurance Premiums
	190011 62000		190011 62040	190011 62040	190011 62040	190011 62040		190411 62150	190011 62150	62150		190011 63510	190011 63510	190011 63510	190011 63510	190011 63510		190011 68000
GL Account	190011		190011	190011	190011	190011		190411	190011	190011 62150		190011	190011	190011	190011	190011		190011
Invoice Description	Copier 2/28-3/28/25		Wiencke Credit Card Feb 2025	White Credit Card Feb 2025	Vick Credit Card Feb 2025	Spring I 2025 Tuition Reimbursement		Subat-Architect and Engineering Services	Website Hosting	Pickerill Alarm Monitoring		ComEd Harris Arena	ComEd Baker Woods	ComEd Richard Young	ComEd Jay Woods	ComEd Harris		Liability Ins. installment 5 of 6
Invoice #	550569446F		3443WienckeFeb2 7	31WhiteFeb202	9181VickFeb2025	Springl2025Tuitio		9434	10085118031525	364713		061696500003152	101787900003152	287347900003152 (	661102222203152	799186500003152 ComEd Harris	n	R-41000669- 242531525
Vendor Name	MARCO TECHNOLOGIES LLC		FIRST NATIONAL BANK OF OMAHA	FIRST NATIONAL BANK OF OMAHA	ONAL BANK	ANTOINETTE WHITE		KLUBER, INC.	SHAW MEDIA	WIRE WIZARD OF ILLINOIS INC		COMED	COMED	COMED	COMED	COMED		ILLINOIS COUNTIES RISK MANAGEMENT TRUST
Vendor #	1304		541	541	541	2170		1199	1665	1937		2047	2047	2047	2047	2047		1007

Forest Preserve Director

Department

Department	Vendor #	Vendor Name	Invoice #	Invoice Description	GL Account	Description	Invoice
						Sub-Total	\$10,631.00
	541	FIRST NATIONAL BANK OF OMAHA	3443WienckeFeb2 025	Wiencke Credit Card Feb 2025	190011 68430	Marketing / Publicity	\$39.97
						Sub-Total	\$39.97
Grounds and Natural					Forest Preserve Director	r Total	\$33,271.09
Resources	206	ELBURN NAPA, INC.	486003152025	Vehicle equipment and	19001183 62160	Equipment	\$326.38
	1060	JOHN DEERE FINANCIAL 11113.	29745031525	Various grounds supplies and equipment needs	19001183 62160	Equipment	\$20.97
	1323	MENARDS	19184	Hex bolts	19001183 62160	Equipment	\$10.58
	1668	SHERWIN-WILLIAMS CO. (THE)	4086-7	Paint for spreader	19001183 62160	Equipment	\$247.39
						Sub-Total	\$605.32
	829	GRAINCO FS, INC.	702012896	Ellis Propane	19001183 62180	Gasoline / Fuel /	\$1,264.62
						Sub-Total	\$1,264.62
	1655	SERVICE SANITATION, INC	50-493234031525	Portable Restroom Services	19001183 63070	Refuse Pickup	\$455.31
	3131	GROOT INC	14044083T102	Waste and Recycling	19001183 63070	Refuse Pickup	\$219.79
						Sub-Total	\$675.10
	1060	JOHN DEERE FINANCIAL 11113-	. 11113-	Various grounds supplies and equipment needs	19001183 63110	Shop Supplies	\$64.74
	1323	MENARDS	18449	Mat, batteries, socket, hex	19001183 63110	Shop Supplies	\$101.64
	1323	MENARDS	18802	drain powder, drill auger	19001183 63110	Shop Supplies	\$23.99
	3380	AMAZON CAPITAL SERVICES	1LT4-YYQ9-CVV6	Pickerill Furnace Filters	19001183 63110	Shop Supplies	\$199.30
	3380	AMAZON CAPITAL SERVICES	1P9L-F3K9-C7KQ	Dry Erase board and accessories	19001183 63110	Shop Supplies	\$45.73
						Sub-Total	\$435.40
	541	FIRST NATIONAL BANK OF OMAHA	3583GuritzFeb202 5	Guritz Credit Card Feb 2025	19001183 63540	Telephones	\$185.21
	1849	VERIZON	6106404335	Cell Phone and Internet	19001183 63540	Telephones	\$177.08

Department	Vendor #	Vendor Name	Invoice #	Invoice Description	GL Account		Description	Invoice Amount
							Sub-Total	\$50.54
	1323	MENARDS	18433	Gas Range, Dishwasher for Hoover Residence	19001171 63120	63120	Building Maintenance	\$1,096.00
	1323	MENARDS	18748	Drain opener, auger	19001171 63120	63120	Building Maintenance	\$36.77
	1323	MENARDS	18802	drain powder, drill auger	19001171 63120	63120	Building Maintenance	\$12.49
	1323	MENARDS	18814	drain, faucet, screws, hardware cloth	19001171 63120	63120	Building Maintenance	\$86.86
	1323	MENARDS	19295	Rollers, ubolt, caribiner, salt, metal cutter	19001171 63120	63120	Building Maintenance	\$37.01
	1605	RIEMENSCHNEIDER ELECTRIC	13247	Hoover Lagoon Control Panal	19001171 63120	63120	Building Maintenance	\$583.59
	3379	YORKVILLE HEATING AND AIR CONDITIONING	14816-1	Furnace Service Call	19001171 63120	63120	Building Maintenance	\$49.00
							Sub-Total	\$1,901.72
Pickerill - Piaott						Hoover	Total	\$3,721.96
	2047	COMED	6566511103152	ComEd Pickerill House	19001184 63100	63100	Electric	\$1,095.52
	2047	COMED	943856500003152	13856500003152 ComEd Pickerill Shelter	19001184 63100	63100	Electric	\$19.58
	4631	GRNE NELNET HOLDCO CI-000438038 2023 LLC		Pickerill Solar	19001184 63100	63100	Electric	\$124.11
							Sub-Total	\$1,239.21
					Picker	Pickerill - Pigott	Total	\$1,239.21
							Grand Total	\$45,991.32

Kendall County Forest Preserve District Schedule for Annual Meetings - Calendar Year 2025 18-Mar-25

**COMMISSION APPROVAL DATE:** 

15-Oct-24

**AMENDED SCHEDULE APPROVAL DATE:** 

17-Dec-24 (Location Change Only)

AMENDED SCHEDULE APPROVAL DATE:

**18-Mar-25** (Operations Committee Time Change Only)

<u>RESOLUTION #25-03-001</u>: A Resolution Amending Resolution #24-12-001 Approving the CY2025 Regular Meeting Schedule of the Kendall County Forest Preserve District, Kendall County, Illinois

All meetings of the Kendall County Forest Preserve District Board of Commissioners and Committee meetings will be held in the **Kendall County Historic Courthouse - 3RD Floor Courtroom located at 109 W. Ridge Street Yorkville, IL 60560.** 

The regular m	neeting dat	es fo	or Kendall Cou	nty Forest Pr	eserve District <b>Commission</b> meetings
are the first a	nd third Tu	esda	ays of each cal	lendar month	1.
<del>7 Jan 25</del>	6:00 PM		1-Jul-25	6:00 PM	11/04/2025 Elections Day - meeting date change TBA
<del>21 Jan 25</del>	9:00 AM		15-Jul-25	9:00 AM	
4-Feb-25	6:00 PM		5-Aug-25	6:00 PM	
<del>18-Feb-25</del>	9:00-AM		19-Aug-25	9:00 AM	
4-Mar-25	6:00 PM		2-Sep-25	6:00 PM	
18-Mar-25	9:00 AM		16-Sep-25	9:00 AM	
1-Apr-25	6:00 PM		7-Oct-25	6:00 PM	
15-Apr-25	9:00 AM		21-Oct-25	9:00 AM	
6-May-25	6:00 PM		4-Nov-25	6:00 PM	
20-May-25	9:00 AM		18-Nov-25	9:00 AM	
3-Jun-25	6:00 PM		2-Dec-15	6:00 PM	
17-Jun-25	9:00 AM		16-Dec-25	9:00 PM	
The regular m	eeting date	e for	the Kendall C	ounty Forest	Preserve District Committee of the Whole
_	_			-	ion meeting of each calendar month.
14-Jan-25	4:30 PM		8-Jul-25	4:30 PM	11/11/25 Veteran's Day holiday - meeting date change TBA
11-Feb-25	4:30 PM		12-Aug-25	4:30 PM	
11-Mar-25	4:30 PM		9-Sep-25	4:30 PM	
8-Apr-25	4:30 PM		14-Oct-25	4:30 PM	
13-May-25	4:30 PM		11-Nov-25	4:30 PM	
10-Jun-25	4:30 PM		9-Dec-24	4:30 PM	
The regular m	eeting date	for	the Kendall C	ounty Forest	Preserve District Finance Committee
meeting is the	first Thurs	day	in the week fo	ollowing the	second Commission meeting.
<del>30-Jan-25</del>	4:00 PM		24-Jul-25	4:00 PM	11/27/2025 Thanksgiving holiday
27 Feb-25	4:00 PM		28-Aug-25	4:00 PM	12/25/2025 Christmas holiday
27-Mar-25	4:00 PM		25-Sep-25	4:00 PM	
24-Apr-25	4:00 PM		30-Oct-25	4:00 PM	
29-May-25	4:00 PM		No Meeting		
26-Jun-25	4:00 PM	IL I	No Meeting	in Dec. '25	
		Ŋ.			
•	_			•	Preserve District Operations Committee
		esda	ay of each cale		
No Meeting i			2-Jul-25		01/01/2025 New Year's Day holiday
5-Feb-25	6:00 PM		6-Aug-25	5:30 PM	
5-Mar-25	6:00 PM		3-Sep-25	5:30 PM	
2-Apr-25	5:30 PM		1-Oct-25	5:30 PM	
7-May-25	5:30 PM		5-Nov-25	5:30 PM	
4-Jun-25	5:30 PM	-	3-Dec-25		

#### FARM LICENSE AGREEMENT #25-03-001

#### **Baker Woods Forest Preserve**

This AGREEMENT is made this <u>18TH</u> day of MARCH, 2025 between the KENDALL COUNTY FOREST PRESERVE DISTRICT, a Body Corporate and Politic, 110 West Madison Street, Yorkville, IL, 60560, Lessor, and <u>Kyle Connell</u>, of 7485 Nettle Creek Road, Morris, Illinois, 60450, Lessee, including all heirs and assigns.

WHEREAS, the Lessor is the owner of certain lands situated in the County of Kendall, Township of Seward and State of Illinois described as:

PIN#s: Exhibit 1A:

Exhibit 1A: 106.7 acres total

Hayfields

Field A and B: 09-16-200-013 (58.78-acres)

1. 22.0-acres 50/50 cost share for hay production

2. 36.78-acres hay production

Row Crop

Field C: 09-10-300-002 and 09-09-400-003 (47.92-acres)

Exhibit 1B: 23.62 acres total

Conversion: Hayfield to Row Crop Production

Field A and B: 14.7 acres + 2.73 acres: 09-09-400-004

Conversion: Hayfield to Row Crop Production

Field C:

6.19 acres: 09-16-200-013

Total Acres: 130.32 acres

2025 Production: A. 71.54 acres for row crop production

B. 36.78 acres for hay production

C. 22.0 acres for 50/50 hay production

WHEREAS, Lessee desires to use the above-described real estate for farming purposes and Lessor desires to have the real estate farmed.

WHEREAS, both Lessee and Lessor hereby agree that there are 130.32 tillable acres suitable for agricultural production on the above referenced parcels hereinafter referred to as the 'Subject Property'; and the Lessor hereby grants to the Lessee 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 March 19, 2025, and ending on December 31, 2025 subject to the conditions and limitations hereinafter described.

#### A. Row Crop Production Acres

Lessee shall pay Lessor an increased **Base Rate** of \$260.00 (two-hundred and sixty dollars) per tillable acre for the 71.54-acres under row crop production, plus a **Flexible Rate**. The Base Rate is payable no later than May 31, 2025, and Lessee agrees that failure to pay by this date may terminate this Lease Agreement.

Lessee shall pay Lessor a Flexible Rate for tillable soils under row crop production equal to:

((((Average Grain Price - Basis) x Yield) + Crop Insurance) x 33.33%) - Base Rent

(See Exhibit C 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 one of this agreement.

Crop Insurance shall be any funds from a multi-peril or crop hail claim on the Subject Property collected by the Lessee, less the premiums paid on such policy(s).

The Flexible Rate is payable on or before December 31 of each License year. Should the computed Flexible Rate be less than the Base Rate, then the Base Rate shall be the total due to Lessor.

#### **B.** Hay Production Acres

Lessee shall pay Lessor an increased **Base Rate** of \$280.00 (two-hundred and eighty dollars) only per acre for the 36.78-acres of tillable soils converted over to hay production in 2020. The Base Rate only shall be paid for acres in hay production, payable no later than May 31, 2025, and Lessee agrees that failure to pay by this date may terminate this Lease Agreement.

#### C. 50/50 Hay Production

Production: Licensee has seeded and will maintain 22.0 tillable acres within the Exhibit 1A - Field A hayfield with 50/50 grass and alfalfa hay. Licensee and Licensor shall split evenly the bales of hay produced from the Subject Property.

Input Expenses: Licensee and Licensor shall split evenly the expenses, fertilizer, and other agreed upon inputs to the Subject Property. All of the expenses, however, must be approved by Licensor before they are incurred. Licensee shall provide all machinery and equipment at Licensee's expense.

Surplus Hay: Licensee, with prior approval by the Licensor, is required to purchase surplus hay bales from the Licensor's portion of hay produced. The surplus bale purchase price will be based on published hay market prices for the month of the each cutting.

Calculation of Market Price: The Iowa Hay Report in the cutting month shall serve to determine market price for "Good" Alfalfa and Mixed Grass Hay priced per ton, using the low price range figure for determining the cost per ton:

https://usda.library.cornell.edu/concern/publications/wd375w32h?locale=en&page=4#release-items

Standard Measure: Small bale cost equivalency will be based on a two-string bale standard weight and dimensions:

A standard two string bale measure is 14" high x 18" wide x 35" long and weighs 60 lbs.

Market Price per ton Conversion Formula:

1) Convert pricing per ton to small bale equivalency:

2,000 lbs. per ton divided by 60 lb. per standard bale = 33.33 bales per ton

2) Apply the Iowa Hay Report market pricing for the cutting month to determine market price for "Good" Alfalfa and Mixed Grass Hay priced per ton, using the low price range figure for determining the cost per ton:

Cost per ton divided by 33.33 bales per ton = \$\_\_\_\_ small bale price equivalency

3) Surplus hay purchase cost to the Farm Operator will be 50% of the small bale equivalency price per ton based on the reported market price in the month of cutting.

\$	small bale price equivalency $X.5 = $ \$	Licensee purchase	price per	small
bale.				

Storage: Licensee shall extend an option for storage of remaining portions of the Licensor's share of hay produced at a cost of \$0.50 per small bale delivered. The storage fee will be paid (or deducted from amounts owed to the Licensor) no later than November 30 of each license year.

Delivery to Ellis Equestrian Center: Licensee will communicate with Ellis Equestrian Center staff on timeliness and delivery of hay. Licensee will be responsible for delivery of hay bales on racks to Ellis Equestrian Center, and Ellis Equestrian Center staff will be responsible for unloading of hay bales.

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. 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.
- 3. Term: This license is for a term of one year ending December 31, 2025, with hay Storage provisions in effect through April 30, 2026.
- 4. Limited License: This Agreement grants only a contractual license to use the Subject Property under the terms and conditions stated herein. Further, the rights granted by Licensor 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.
- 5. Taxes: Licensor makes no claims as to the tax status of the Subject Property. As required by section 15-15 of the Illinois Property Tax Code, the Licensor will file a copy of the Agreement and a complete description of the premises with the assessment officer. 35 ILCS 200/15-15. In the event the Subject Property should be assessed and taxed pursuant to the process outlined in the Illinois Property Tax Code, at any time during the term of this License, it shall be the obligation of the Licensee to pay such taxes as are incurred during that term. At the termination of this Agreement, Licensee shall pay all taxes incurred, though not yet due and owing. Any such taxes shall be prorated based on 100% of the previous year's taxes. Licensee's obligations under this paragraph extend beyond the license year, and until all incurred taxes are paid.
- 6. Erodible Soils: 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.
- 7. "As is" Property: The Licensee has inspected the Subject Property prior to signing this Agreement and accepts the condition of the Subject Property "as is."
- 8. Records Requirements: Licensee shall keep and provide to the Licensor the following records at the end of the License term:
  - 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 of each year of the License. The Licensee shall apply the minimum amount of fertilizer required to maintain the elemental P

(phosphorus) at 80 pounds per acre and elemental K (potassium) at 50 pounds per acre.

- B. Fertilizers and rates applied
- C. Pesticide applications, including dates of applications, types and amounts of pesticide used, fields treated, and the identity of the applicator for each application.
- D. Number and dates of bales harvested from the Subject Property.
- E. Number and dates of bales delivered to Ellis Equestrian Center.
- 9. If Lessee applies limestone to the Subject Property, the cost of the limestone will be depreciated at 25% annually. If the Lessee farms the Subject Property for a period less than four (4) years, the Lessor will reimburse the Lessee for the cost of the limestone less the total annual depreciation. Lime shall be applied when soil pH is less than 6.2.

#### 10. 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 licenses expire during the term of this Agreement, Licensee shall be responsible for obtaining a renewal or new license to replace the 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 for the period during which the pesticides are 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 areas owned by the Licensor.
- E. Licensee agrees to indemnify, defend with counsel, and hold harmless the Licensor 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. Any attorney representing the Licensor 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.

- 11. 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.
- 12. 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 in a careful and prudent manner.
- 13. Right of Entry: 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.
- 14. Termination: The Licensee agrees that this License is purely a personal license to use the Subject Property for farming purposes. To the extent permitted by law, the Licensor 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 early termination, Licensor shall pay the Licensee for its one-half share of any hay cutting that has not yet taken place during the License year when the License is terminated based on the formula for surplus hay sales set forth above. Licensee hereby waives its rights to seek any other amounts from Licensor in the event the License is terminated.

#### 15. Insurance & Liability:

- A. Licensee shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Licensee's operation and use of the Subject Property. The cost of such insurance shall be borne by the Licensee. Minimum scope and limit of insurance coverage shall be at least as broad as:
  - i. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
  - ii. Workers' Compensation insurance as required by the State of Illinois, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease. (This applies to a Licensee with employees).

- iii. Property insurance against all risks of loss to any Licensee improvements or betterments, at full replacement cost with no coinsurance penalty provision.
- iv. Farm Pollution Liability covering third party liability for bodily injury or property damage with limits no less than \$1,000,000 per occurrence.
- B. If the Licensee maintains broader coverage and/or higher limits than the minimums shown above, Licensor requires and shall be entitled to the broader coverage and/or the higher limits maintained by Licensee. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Licensor. The insurance required under this Agreement does not represent that coverage and limits will necessarily be adequate to protect Licensee, nor be deemed as a limitation on Licensee's liability to Licensor in this Agreement.

#### C. Other Insurance Provisions:

The insurance policies are to contain, or be endorsed to contain, the following provisions:

- i. Additional Insured Status. Licensor, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Licensee including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Licensee's insurance (at least as broad as ISO Form CG 20 10).
- ii. Primary Coverage. For any claims related to this contract, the Licensee's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Licensor, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Licensor, its officers, officials, employees, or volunteers shall be excess of the Licensee's insurance and shall not contribute with it.
- iii. Notice of Cancellation. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Licensor.
- iv. Waiver of Subrogation. Licensee hereby grants to Licensor a waiver of any right to subrogation which any insurer of said Licensee may acquire against the Licensor by virtue of the payment of any loss under such insurance. Licensee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or

- not the Licensor has received a waiver of subrogation endorsement from the insurer.
- v. Acceptability of Insurers. Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the Licensor.
- D. Licensee shall furnish the Licensor with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Licensor before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Licensee's obligation to provide them. The Licensor reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.
- E. Special Risks or Circumstances. Licensor reserves the right to modify these requirements at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- F. Licensee shall indemnify, hold harmless and defend with counsel of Licensor's own choosing, Licensor, its past, present and future elected officials, department heads, employees, insurers, and agents (hereinafter collectively referred to as "Releasees") from and against all liability, claims, suits, causes of action, demands, proceedings, set-offs, liens, attachments, debts, expenses, judgments, or other liabilities including costs, reasonable fees and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property, of whatsoever kind or nature as well as for any breach of any covenant in this Agreement and any breach by Licensee of any representations or warranties made within the contract documents (collectively, the "Claims"), to the extent such Claims result from the performance of this contract by Licensee or those Claims are due to any act or omission, neglect, willful acts, errors, omissions or misconduct of Licensee in its performance under this Agreement.

Nothing contained herein shall be construed as prohibiting Releasees from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. No attorney may be assigned to represent the Releasees pursuant to this Section of the Agreement unless the attorney has been approved in writing by the Kendall County State's Attorney. Releasees' participation in its defense shall not remove Licensee's duty to indemnify, defend, and hold Releasees harmless, as set forth above. Releasees do not waive their defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) by reason of this indemnification provision. Indemnification shall survive the termination of this Agreement.

16. 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.

- 17. Conflict of Interest: Both parties affirm no Kendall County Forest Preserve officer or elected official has a direct or indirect pecuniary interest in Licensee or this Agreement, or, if any Kendall County Forest Preserve officer or elected official does have a direct or indirect pecuniary interest in Licensee or this Agreement, that interest, and the procedure followed to effectuate this Agreement has and will comply with 50 ILCS 105/3.
- 18. Assignment: This License is not assignable or transferable to any person, company, or corporation, in whole or in part. Any attempt to assign or so transfer shall be void and without legal effect and shall constitute grounds for immediate termination of the license.
- 19. Independent Contractor: It is understood and agreed that Licensee is an independent contractor and is not an employee of, partner of, agent of, or in a joint venture with Licensor. Licensee understands and agrees that Licensee is solely responsible for paying all wages, benefits and any other compensation due and owing to Licensee's officers, employees, and agents for the performance of services set forth in the Agreement. Licensee further understands and agrees that Licensee is solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for Licensee's officers, employees and/or agents who perform services as set forth in the Agreement. Licensee also acknowledges its obligation to obtain appropriate insurance coverage for the benefit of Licensee, Licensee's officers, employees and agents and agrees that Kendall County is not responsible for providing any insurance coverage for the benefit of Licensee, Licensee's officers, employees and agents. Licensee hereby agrees to defend with counsel of Licensor's own choosing, indemnify and waive any right to recover alleged damages, penalties, interest, fees (including attorneys' fees), and/or costs from Licensor, its past, present and future board members, elected officials, employees, insurers, and agents for any alleged injuries that Licensee, its officers, employees and/or agents may sustain while performing services under the Agreement.
- 20. Liens: Licensee shall, and without any charge to Licensor, 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 anything 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 Licensor. Licensor 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 Licensor incurs to remove or satisfy the Lien, including the costs, expenses, attorneys' fees, and administrative expenses incurred by Licensor in connection therewith or by reason thereof.
- 21. 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 obtain all required governmental permits, licenses or other

approvals and authorizations that may be required in connection with providing, performing, and completing such activities.

- 22. Waiver of Lien: Licensee hereby waives any claim of lien against subject premises on behalf of Licensee, its officers, insurers, employees, agents, suppliers and/or sub-contractors
- 23. 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.
- 24. Legal 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.
- 25. Severability: If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this agreement is invalid or unenforceable, but that by limiting such provision it becomes valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- 26. 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.
- 27. 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 send to the following parties:

Kendall County Forest Preserve District	Brian DeBolt, President 110 W. Madison Street Yorkville, Illinois 60560
Licensee send to:	

Licensor, send to:

- 28. 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.
- 29. 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		
Brian DeBolt, President	Date:	
Licensee:		
Bv:	Date:	

**Exhibit 1A** 

## Field A and B: Hay Production (Seeded in 2020) Field C: Row Crop Production



#### Exhibit 1B

#### Conversion of Existing Hayfields to Row Crop Production

Existing Hayfields – Conversion to Row Crop Production (Fields Labeled A, B and C)

New 22-acre 50/50 hay production



#### **Exhibit C**

#### 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

((((Average Grain Price - Basis) x Yield) + Crop Insurance) x 33.33%) - 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.



Kendall County Forest Preserve District

3/11/2025

Re: Ellis House & Equestrian Center Window Repairs

Dear Mr Vick,

Thank you for the opportunity to help perform repairs at the Center.

Total Project Cost: \$5,960.00

#### Included:

- Repair 3 bird holes in chimney
- Remove and replace bathroom window
  - White Vinyl Quaker sliding window
  - o Approx. size 32w x 18h
- Remove and replace 3 windows
  - Anderson casement windows
  - o Approx. size 17w x 60h
- Touch up paint/stain as necessary
  - Please note, colors may vary slightly
- Disposal of all access materials

#### Not included:

- Permits of permit fees

We look forward to working with you,

Sincerely,

**Matthew Woodin** 



**ESTIMATE ESTIMATE DATE**  #9054

Mar 10, 2025

Marshall Vick 13986 McKanna Rd Minooka, IL 60447

CONTACT US

30 Stonehill Road unit B Oswego, IL 60543

**(**630) 560-4995

info@washpros.com

(630) 774-0692

mvick@kendallcountyil.gov

#### **ESTIMATE**

#### Main Dryvit House Wash

See your financing options

Prequalify to find out how much you can borrow within minutes and pay as low as \$34.14/mo\*. Your credit score will not be affected.

Services	qty	unit price	amount
Soft Washing - Dryvit/Stucco/EIFS House Wash - Main Building	1.0	\$748.00	\$748.00

Biodegradable detergent applied (low pressure) to the walls, trim, & exterior faces of the gutters.

House rinsed with low pressure water to safely remove algae, mildew, dirt, & debris. This process will not weaken or damage the integrity of the home's material.

Algaecide applied to inhibit future organic growth.

Will not remove any staining caused by metallic sources such as rust, oxidation, corrosion, etc.

Due to the porous nature of this material, even though all the organic growth will be eliminated with our cleaning, staining may remain. On the heaviest of staining, we do expect a 80-90% improvement.

After our cleaning and removal of organic growth, the home will be ready for assessment of any needed repairs or painting.

Services subtotal: \$748.00

\$748.00

#### **Total**

#### Add Barn - Both Wood and Aluminum Portions

See your financing options

Prequalify to find out how much you can borrow within minutes and pay as low as \$45.14/mo\*. Your credit score will not be affected.

Services	qty	unit price	amount
Soft Washing - Barn	1.0	\$989.00	\$989.00
Biodegradable detergent applied (low pressure) to the walls, trim, & exterior faces of the	e gutters.		
Barn rinsed with low pressure water to safely remove algae, mildew, dirt, & debris.			
Includes a 2 year warranty that green algae growth will not return.			
Includes both the aluminum (155x63) and wood (61x40) portions.			
Will not remove any staining caused by metallic stains such as rust.			

Services subtotal: \$989.00

**Total** 

\$989.00

#### **Add Shed**

Services	qty	unit price	amount
Soft Washing - Shed (24x20)	1.0	\$95.00	\$95.00
Biodegradable detergent applied (low pressure) to the walls, trim, & exterior faces of t	he gutters.		
Shed rinsed with low pressure water to safely remove algae, mildew, dirt, & debris.			
Includes a 2 year warranty that green algae growth will not return.			
Will not remove any staining caused by metallic stains such as rust.			

Services subtotal: \$95.00

Thank you for considering Wash Pros Exterior Cleaning in your efforts to keep your home beautiful! Pricing valid 2025 season.