

Vendor#	Name	Invoice #	Description	Date	Budget #	Account Description	Dist Amount
186 031510	COMMONWEALTH EDISON	12/22/17:PICKER	PICKERILL	01/16/18	27020006351	ELECTRIC	672.83
187 031510	COMMONWEALTH EDISON	12/28/17:HA	HARRIS PRESERVE	01/16/18	27020006351	ELECTRIC	87.41
188 031510	COMMONWEALTH EDISON	12/28/17:ARENA	HARRIS ARENA	01/16/18	27020006351	ELECTRIC	29.74
							789.98*
189 060304	FIRST NATIONAL BANK OMAHA	12/29/17:DG	PROGRAM ADS	01/16/18	27020006843	PROMOTION/PUBLICITY	101.49
							101.49*
						Total FOREST PRESERVE EXPENDITURE	1,199.05*
190 060304	FIRST NATIONAL BANK OMAHA	12/29/17:DG	AT&T - ELLIS	01/16/18	27021007076	UTILITIES - ELLIS HOUSE	103.21
							103.21*
191 060304	FIRST NATIONAL BANK OMAHA	12/29/17:TV	ELLIS-LABELS	01/16/18	27021007077	OFFICE SUPPLIES & POSTAGE	23.88
192 110535	KENDALL CO FOREST PRESERVE DIS	01/03/18-PC	ELLIS-OFFICE SUPPLIE	01/16/18	27021007077	OFFICE SUPPLIES & POSTAGE	6.28
							30.16*
193 060304	FIRST NATIONAL BANK OMAHA	12/29/17:TV	ELLIS-HAND LOTION	01/16/18	27021007080	GROUND & MAINT - ELLIS H	6.48
194 130506	MENARDS	2404	ELLIS SUPPLIES	01/16/18	27021007080	GROUND & MAINT - ELLIS H	30.62
							37.10*
						Total ELLIS HOUSE	170.47*
195 060304	FIRST NATIONAL BANK OMAHA	12/29/17:DG	ELLIS-ANIMAL CARE	01/16/18	27021117082	ANIMAL CARE & SUPPLIES -	34.47
							34.47*
						Total ELLIS RIDING LESSONS	34.47*
196 060304	FIRST NATIONAL BANK OMAHA	12/29/17:MV	ELLIS-HOLIDAY PARTY	01/16/18	27021137079	VOLUNTEER EXP - ELLIS PUB	113.47
197 060304	FIRST NATIONAL BANK OMAHA	12/29/17:MV	ELLIS-OFFICE SUPPLIE	01/16/18	27021137079	VOLUNTEER EXP - ELLIS PUB	18.37
							131.84*
						Total ELLIS PUBLIC PROGRAMS	131.84*
198 060304	FIRST NATIONAL BANK OMAHA	12/29/17:DG	ELLIS-SHAVINGS	01/16/18	27021147082	ANIMAL CARE/SUPPLIES - SU	287.52
							287.52*
						Total SUNRISE CENTER	287.52*
199 060304	FIRST NATIONAL BANK OMAHA	12/29/17:DG	EL-REFUSE P/U	01/16/18	27021207078	REFUSE PICKUP - ELLIS	100.76
							100.76*

frmPrtClaim		Kendall County		COMBINED Claims Listing			01/08/18	6:37:05 AM	Page 011
Vendor#	Name	Invoice #	Description	Date	Budget #	Account Description	Dist Amount		
200 060304	FIRST NATIONAL BANK OMAHA	12/29/17:DG	WEDDING PAGES	01/16/18	27021207081	PROMO/PUBLICITY - ELLIS W	500.00	** bantrim	
201 060304	FIRST NATIONAL BANK OMAHA	12/29/17:DG	ELLIS-ADS	01/16/18	27021207081	PROMO/PUBLICITY - ELLIS W	77.40 577.40*	** bantrim	
Total ELLIS WEDDINGS							678.16*		
202 060304	HOOVER	12/29/17:DG	HVR-REFUSE P/U	01/16/18	27022006862	HOOVER - OTHER UTILITIES	96.81 96.81*	** bantrim	
203 130506	MENARDS	1192	BUNKHOUSE SUPPLIES	01/16/18	27022006864	HOOVER - BUILDING MAINTEN	265.46	bantrim	
204 180925	RIEMENSCHNEIDER ELECTRIC	12009	HOOVER-LIGHTS,PUMPS	01/16/18	27022006864	HOOVER - BUILDING MAINTEN	444.88 710.34*	bantrim	
205 130506	MENARDS	1665	GLOVES, BATTERIES	01/16/18	27022006865	HOOVER - GROUNDS MAINTENA	108.05 108.05*	bantrim	
Total HOOVER							915.20*		
ENV ED SCHOOL									
206 110535	KENDALL CO FOREST PRESERVE DIS	01/03/18-PC	PROGRAM SUPPLIES	01/16/18	27023016849	ENV EDUC - SCHOOL PROG EX	5.00 5.00*	** bantrim	
ENV ED CAMPS							5.00*		
207 060304	FIRST NATIONAL BANK OMAHA	12/29/17:ED	WINTER CAMP SUPPLIES	01/16/18	27023026849	ENV EDUC - CAMPS EXPENSE	9.86	** bantrim	
208 110535	KENDALL CO FOREST PRESERVE DIS	01/03/18-PC	CAMP SUPPLIES	01/16/18	27023026849	ENV EDUC - CAMPS EXPENSE	90.30 100.16*	** bantrim	
Total ENV ED CAMPS							100.16*		
ENV ED NATURAL BEGINNINGS									
209 060304	FIRST NATIONAL BANK OMAHA	12/29/17:MG	CRAFTS, TISSUE PAPER	01/16/18	27023036849	ENV EDUC - NATURAL BEGINN	142.84	bantrim	
210 130506	MENARDS	1485	NB SUPPLIES	01/16/18	27023036849	ENV EDUC - NATURAL BEGINN	62.60 205.44*	bantrim	
Total ENV ED NATURAL BEGINNINGS							205.44*		
ENV ED OTHER PUBLIC PROGRAMS									
211 060304	FIRST NATIONAL BANK OMAHA	12/29/17:ED	WINTER HOLIDAY SUPPL	01/16/18	27023046849	ENV EDUC - OTHER PUBLIC P	20.28	** bantrim	
212 110535	KENDALL CO FOREST PRESERVE DIS	01/03/18-PC	B'DAY PARTY SUPPLIES	01/16/18	27023046849	ENV EDUC - OTHER PUBLIC P	25.16	** bantrim	
213 267194	MELINDA MCGRAW-CARPENTER	12/7/17:ENEDU	HOLIDAY PROGRAM SUPP	01/16/18	27023046849	ENV EDUC - OTHER PUBLIC P	35.41 80.85*	bantrim	
Total ENV ED OTHER PUBLIC PROGRAMS							80.85*		

Vendor#	Name	Invoice #	Description	Date	Budget #	Account Description	Dist Amount
ENV ED LAWS OF NATURE							
214 060304	FIRST NATIONAL BANK OMAHA	12/29/17:ED	PET SUPPLIES	01/16/18	27023056849	ENV EDUC - LAWS OF NATURE	110.83
215 110535	KENDALL CO FOREST PRESERVE DIS	01/03/18-PC	PET SUPPLIES	01/16/18	27023056849	ENV EDUC - LAWS OF NATURE	34.39
							145.22*
					Total ENV ED LAWS OF NATURE		145.22*
GROUNDS & NATURAL RESOURCES							
216 220626	VERIZON (FOREST PRESERVE)	9798349260	CELL PHONES	01/16/18	27025006207	TELEPHONE - GROUNDS & NAT	875.80
							875.80*
217 012290	AUTOMOTIVE SPECIALTIES INC	22637	'08 FORD - REPAIRS	01/16/18	27025006216	EQUIP - GROUNDS & NATURAL	1,875.50
218 101297	JOHN DEERE FINANCIAL	12/27/17	HA-SAW REPAIR	01/16/18	27025006216	EQUIP - GROUNDS & NATURAL	48.62
219 130506	MENARDS	2298	NEW TRUCK BOARDS	01/16/18	27025006216	EQUIP - GROUNDS & NATURAL	33.75
220 251510	YORKVILLE NAPA AUTO PARTS	185530	NEW TRUCK-DIESEL ADD	01/16/18	27025006216	EQUIP - GROUNDS & NATURAL	9.99
							1,967.86*
221 110531	KENDALL CO HIGHWAY DEPT	DEC 2017	GAS/DIESEL-DEC 2017	01/16/18	27025006217	FUEL - GAS & OIL	791.84
							791.84*
222 060304	FIRST NATIONAL BANK OMAHA	12/29/17:DG	HA-REFUSE P/U	01/16/18	27025006847	REFUSE PICKUP - GROUNDS &	138.54
							138.54*
223 110535	KENDALL CO FOREST PRESERVE DIS	01/03/18-PC	SHOP SUPPLIES	01/16/18	27025007089	SUPPLIES - SHOP	3.50
224 130506	MENARDS	1345	CLEANING SUPPLIES	01/16/18	27025007089	SUPPLIES - SHOP	23.82
							27.32*
					Total GROUNDS & NATURAL RESOURCES		3,801.36*

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Kendall County

COMBINED Claims Listing

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Vendor#

Name

Invoice #

Description

Date

Budget #

Account Description

Dist Amount

FP BOND PROCEEDS 2007

257 060304	FIRST NATIONAL BANK OMAHA	12/29/17:DG	HOOVER CABLE PROJECT	01/16/18	95020006850	PROJECT FUND EXPENSES	295.91	** bantrim
258 071845	GROUND EFFECTS INC	377547	HOOVER CABLE PROJECT	01/16/18	95020006850	PROJECT FUND EXPENSES	26.82	bantrim
259 080151	HAMPTON, LENZINI & RENWICK INC	20172388	PHASE I-MILLBROOK BR	01/16/18	95020006850	PROJECT FUND EXPENSES	1,239.00	bantrim
260 211824	UTILITY PIPE SUPPLY, INC	17-3430	HOOVER CABLE PROJECT	01/16/18	95020006850	PROJECT FUND EXPENSES	597.54	bantrim
							2,159.27*	

Total FP BOND PROCEEDS 2007

2,159.27*

GRAND TOTAL

\$9,914.01

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

JANUARY 2, 2018

I. Call to Order

President Gilmour called the meeting to order at 6:00 pm in the Kendall County Board Room.

II. Pledge of Allegiance

All present recited the Pledge of Allegiance.

III. Invocation

Commissioner Prochaska offered an invocation for the meeting.

IV. Roll Call

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

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

V. Approval of Agenda

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

VI. Citizens to Be Heard

No public comments were offered by citizens present at the meeting.

VII. Approval of Claims in an Amount Not-to-Exceed \$4,590.10

Commissioner Gryder made a motion to approve claims in an amount not-to-exceed \$4,590.10. Seconded by Commissioner Cullick.

Commissioner Gryder inquired into the capital fund Claim #125 for Bloodhound, Inc. underground utility locate services for \$1,037.50. Director Guritz reported that the services were needed as part of the monitoring line conduit replacement project for Hoover Forest

Preserve. Director Guritz thanked TT Technologies, Inc. for their donated support towards completing the installation.

Motion: Commissioner Gryder
Second: Commissioner Cullick

Roll call

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

Motion unanimously approved.

VIII. Approval of Minutes

- **Kendall County Forest Preserve District Commission Meeting Minutes of December 5, 2017 and December 19, 2017**
- **Kendall County Forest Preserve District Committee of the Whole Meeting Minutes of December 13, 2017**

Commissioner Hendrix made a motion to approve the Commission meeting minutes of December 5, 2017 and December 19, 2017, and the Committee of the Whole meeting minutes for December 13, 2017. Seconded by Commissioner Cullick. Aye, all. Opposed, none.

OLD BUSINESS

No agenda items were scheduled for consideration.

NEW BUSINESS

IX. ORDINANCE #01-18-001 Approval of a Revised Anti-Harassment Policy for the Kendall County Forest Preserve District Effective January 2, 2018

Commissioner Hendrix made a motion to approve Ordinance #01-18-001 approving a revised anti-harassment policy for the Kendall County Forest Preserve District effective January 2, 2018. Seconded by Commissioner Gryder.

Commissioner Davidson asked if this would make the District compliant with the new State law and requirement. President Gilmour confirmed that approval of the ordinance will satisfy the new State law.

Director Guritz reported that the directed consultation with the State's Attorney's Office had been completed.

Motion: Commissioner Hendrix

Second: Commissioner Gryder

Roll call

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

Motion unanimously approved.

X. RESOLUTION Granting a Temporary Construction Easement to the Kendall County Highway Department for the Described 0.507 Acre Section of Parcel #04-30-153-001 to Complete Planned Improvements to the Millington Bridge for a Period Not-to-Exceed Three Years in the Amount of \$1.00

Commissioner Hendrix made a motion to approve a resolution granting a temporary construction easement to the Kendall County Highway Department for the described 0.507 acre section of Parcel #04-30-153-001 to complete planned improvements to the Millington Bridge for a period not-to-exceed three years in the amount of \$1.00. Seconded by Commissioner Gryder.

Motion: Commissioner Hendrix

Second: Commissioner Gryder

Roll call

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

Motion unanimously approved.

Commissioner Davidson reported on the need to insure that Kendall County owns sufficient rights-of-way widths for roads located along District preserve areas. Director Guritz reported that this question and issue is being examined for the proposed Little Rock Creek Forest Preserve acquisition project, with the goal of excluding the existing rights-of-way from the required conservation covenants.

Director Guritz reported that for those lands acquired without grant assistance, these types of issues are less of a concern due to provisions that allow for management of public roads within the Illinois Downstate Forest Preserve District Act.

Director Guritz concurred that review of public road needs should be examined at the outset for all future District acquisition projects.

XI. Executive Session

None.

XII. Other Items of Business

None.

XIII. Citizens to Be Heard

No citizens present at the meeting offered public comments.

XIV. Adjournment

Commissioner Gryder made a motion to adjourn. Seconded by Commissioner Cullick. Aye, all. Opposed, none. Meeting adjourned at 6:13 pm.

Respectfully submitted,

David Guritz
Director, Kendall County Forest Preserve District

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

JANUARY 3, 2018

I. Call to Order

Committee Chair Flowers called the Operations Committee meeting to order at 6:05 pm in the Kendall County Board Room.

II. Roll Call

Commissioners Hendrix, Prochaska, and Flowers all were present. Commissioner Purcell entered the meeting at 6:10 pm.

III. Approval of Agenda

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

IV. Citizens to be Heard

No public comments were offered by those in attendance.

**V. Review of Preliminary Financial and Income Statement Reports
through December 31, 2017**

Director Guritz presented the District's income statements through December 31, 2017. The Operations Committee discussed the financial statements.

Director Guritz reported that the Ellis House and Equestrian Center has 7 wedding events contracted in 2018, and that Equestrian Center operations ended positive for FY17. The District also experienced increase sales in gift certificates in December over the past year.

Director Guritz reported that Lodge rental contracts have increased over the past year's bookings at this point in the fiscal year.

Director Guritz reported that final 2017 farm lease yield payments should bring the District into a positive surplus for FY17, even after coding the unanticipated additional payroll period to the FY17 November financial statements.

Commissioner Purcell entered the meeting at 6:10 pm.

Commissioner Hendrix inquired into whether the Equestrian Center achieved a positive net gain for the year. Director Guritz stated that this was likely the case, with a final report

scheduled for presentation to the Finance Committee that will be shared. The FY18 budget projects a surplus over direct program expenses for the year.

Director Guritz reported that improved social media marketing efforts should result in increased participation in all program areas in the coming year.

Commissioner Purcell inquired into the Ellis Wedding cost center revenues and expenses.

Director Guritz reported that the seven rental events currently booked should result in the District meeting budget projections for the year.

Commissioner Purcell inquired into why the security deposit revenues are scheduled to exceed security deposit payments. Director Guritz stated that the goal is to receive 15 contract deposits of \$1,000 each in the coming year for FY19 events, with FY18 security deposit returns, or expenditures based on the number of FY18 events scheduled at the time the budget was approved.

Director Guritz reported that additional part time Facility Attendant(s) may be needed to support the FY18 rental events at Hoover Forest Preserve.

VI. Special Use Permits

a. University of Illinois Cooperative Extension – 4H

b. Kendall County Horse Show Association

Director Guritz presented a report from Administrative Assistant Antrim detailing the schedule for events and associated facility usage costs for the proposed special use permits.

The Operations Committee discussed the proposed special use permits. Commissioner Purcell stated that the KC Horse Show Association takes on the responsibility for maintaining the horse arena at Harris Forest Preserve. Commissioner Purcell inquired into whether the University of Illinois Cooperative Extension continues to support efforts to market District programs and services. Director Guritz stated that the University of Illinois Cooperative Extension staff has been responsive to all District requests for support.

Commissioner Purcell made a motion to approve the special use permits for the University of Illinois Cooperative Extension – 4H, and the Kendall County Horse Show Association as presented, including the waiving of fees and charges presented for use of District facilities. Seconded by Commissioner Prochaska. All, aye. Opposed, none.

VII. Environmental Education Department Agenda Items

Director Guritz presented a report from Emily Dombrowski, Environmental Education Program Manager for the 2018 winter nature camps, and the 2018 Summer Camps catalog, which includes registration materials for the District's nature camps and equestrian camps.

The Operations Committee discussed a pilot program with the Friends of the Fox River to offer a reservation-based canoe trip. The District has received an inquiry from a church group interested in a guided Fox River canoe trip.

The Operations Committee provided direction to develop a per person charge for the trip that exceeds the cost for delivery of the service.

Commissioner Purcell stated that offering canoe trips is a great idea so long as the District's price structure exceeds costs by a good margin.

The Operations Committee discussed past experiences with canoe trips led by District staff.

VIII. Ellis House and Equestrian Center Agenda Items

a. Lesson Horse Overview and Needs

b. Wedding and Rental Event Updates

Director Guritz reported that Ellis Equestrian staff are in-process for evaluating a candidate lesson horse for purchase. The Operations Committee discussed the pros and cons of leasing horses from private individuals. Director Guritz reported that the equestrian center staff will be providing a herd status update to the Committee of the Whole in January, which will include a request for directions with herd management strategies and horse acquisition prospects.

Commissioner Purcell stated that he would not be in favor of leasing horses for the program, citing concerns over lease provisions and District liability and responsibilities for horse care.

The Operating Committee discussed diversification of target market efforts for District facility rentals and large events. Director Guritz stated that staff are beginning to examine target audiences for social media marketing efforts.

Director Guritz presented a report from Administrative Assistant Antrim detailing 2018 contracts for Ellis House weddings and rental events. The Operations Committee requested a similar report for Hoover's Meadowhawk Lodge in February. Director Guritz reported that Lodge rentals are already up for the year over last year's bookings.

IX. Operations Updates

- a. Little Rock Creek Acquisition Project Updates**
- b. Millbrook Bridge Permitting Updates**
- c. General Use Ordinance Violations and Enforcement Discussions**

Director Guritz reported that the State did not receive the Polach Appraisal Group's appraisal hard copies, which has delayed the start of the review of the reports for certification of fair market value. Director Guritz reported that the State is holding a firm position that the LWCF-OSLAD grant will only reimburse up to 50% of the FMV of the acquisition project costs. FMV according to the appraisal report is \$1.3M. The Conservation Foundation's purchase contract total is \$1.42M. The Conservation Foundation has indicated that they intend to move forward with the acquisition. Director Guritz reported that the \$1.42M contract was based on the land value reported by Polach Appraisal Group within the preliminary appraisal report. Based on the report, the acquisition footprint was reduced by approximately 25-acres. This reduction in total acreage resulted in an overall reduction in the per-acre appraised value.

Director Guritz reported that HLR Engineering is working through the final draft of the conservation plan for incidental take permitting for State-listed Fox River species that will be impacted by in-stream construction or demolition activities for Millbrook Bridge. Acquisition of the Little Rock Creek Forest Preserve will serve to mitigate impacts to State listed species.

Director Guritz reported that a proposal will be requested from HLR Engineering to assist with the development of demolition bid specifications and project bidding, presuming this is the direction from Commission, in order to meet the timeframe for the fall construction window.

The Operations Committee discussed the historic preservation requirements for holding public hearing(s), including public notification of the opportunity for purchase and removal of the bridge.

Director Guritz reported on recent violations of the District's General Use Ordinance and concerns for public safety of other preserve users. Director Guritz reported that the KC Sherriff's Office and KC State's Attorney's Office have provided an opinion that District staff members are able to issue citations for violations to the District's General Use Ordinance.

The Operating Committee discussed the possibility for staff-enforcement of violations of certain provisions of the General Use Ordinance related to public safety concerns within preserves. Direction was received to continue discussions towards formulating a working policy and appeal process for citations issued for violations of the Ordinance. The Operations Committee discussed scenarios where District staff enforcement actions would be appropriate, including issues with off-leash dogs, vandalism and/or damages to District facilities.

The Operating Committee requested additional research into how other conservation and/or park districts handle staff issuance of citations for violations of use ordinances.

Commissioner Purcell stated that the enforcement of the General Use Ordinance will need to be tempered, with an appeal process integrated into the citation process.

Commissioner Hendrix stated that District staff will need to demonstrate proof of violations, and trained in how to safely handle the issuance of citations.

Director Guritz stated that reporting from future discussions held during Commission meetings may help generate greater public awareness of General Use Ordinance provisions, and preserve rules and regulations.

X. Executive Session

None.

XI. Other Items of Business

Director Guritz presented a proposal from Riemenschneider Electric, Inc. for electrical system repairs and upgrades for the Pickerill house. Commissioner Purcell stated that the proposal should include LED fixtures scheduled for replacement in the Pickerill house closets. Director Guritz stated that a revised proposal will be requested.

Director Guritz reported that interviews will be scheduled with the District's two internal candidates for the Pickerill-Pigott Resident – Grounds Maintenance position opening.

Director Guritz reported that Natural Resources Technician, Patrick McCrae resigned from the District to accept a full-time position with the DeKalb County Forest Preserve District.

XII. Citizens to be Heard

No public comments were offered by those in attendance.

XIII. Adjournment

Commissioner Hendrix made a motion to adjourn. Seconded by Commissioner Prochaska. Aye, Commissioners Hendrix, Prochaska, and Flowers. Opposed, Commissioner Purcell. Motion carried by a vote of 3:1.

Meeting adjourned at 7:05 pm.

Respectfully submitted,

David Guritz
Executive Director,
Kendall County Forest Preserve District

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

JANUARY 10, 2018

I. Call to Order

Finance Committee Chair Cullick called the Finance Committee meeting to order at 4:56 pm in the Kendall County Board Room.

II. Roll Call

Commissioners Davidson, Cullick, and Gilmour all were present.

Commissioners Gryder entered the meeting at 4:48 pm.

III. Approval of Agenda

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

IV. Citizens to be Heard

No public comments were offered by those in attendance.

V. Approval to Forward Claims to Commission for an Amount Not-to-Exceed \$9,914.01.

Commissioner Gilmour made a motion to forward claims to Commission in the amount of \$9,914.01. Seconded by Commissioner Davidson.

The Finance Committee reviewed the claims list. The Finance Committee reviewed the electric bill for Pickerill-Pigott Forest Preserve, noting that the cold weather has resulted in increased electric bills for the Pickerill house.

Commissioner Cullick recommended that the District reach out to wedding clients from the recently closed Country Mansion in Dwight to see if Ellis House rentals can be increased due to cancelled events. Director Guritz stated that he would examine outreach to the business's clients.

The Finance Committee confirmed the total amount for the claims listing.

Finance Chair Cullick called the question. All, aye. Opposed, none. Motion unanimously approved.

VI. Review of Financial Statements and Cost Center Income Statements through December 31, 2017

Director Guritz reported that the HLR Engineering billing statement from October did not get paid, and will appear on an upcoming claims list. Director Guritz reported that there are approximately \$17,250 of receivables to be reimbursed to the District's capital fund from FY17 expenditures. The total amount reflects a pending grant reimbursement for the monarch corridor grant for Henneberry Forest Preserve, and a \$2,250 reimbursement for the Polach Appraisal Group contract.

Director Guritz reported that the District will receive approximately \$19,000 in yield payments on the 2017 farm lease contracts that will be credited to FY17, resulting in a positive net surplus for the year.

Commissioners Gryder entered the meeting at 4:58 pm.

The Finance Committee reviewed the financial and cost center income statements through December 31, 2017. Kendall County Deputy Administrator Caldwell presented a report on the District's year-to-date cost center comparison to the prior fiscal year, noting that the District's revenues are up for the year, and expenses down from the prior year's actuals.

Deputy Administrator Caldwell distributed the Income Statement through December 30, 2017.

Deputy Administrator Caldwell reported that the District's beginning balance (pre-audit) is \$309,838, a decrease of \$7,834 over the prior year operating fund balance of \$317,672.

Total revenue is at 1.5%, noting that Hoover Forest Preserve is at 11.6% of its total projected revenues for the year, ahead of the straight-line calculation of 8.3%. Director Guritz reported that four additional contracts were booked on the day of the meeting.

Director Guritz reported that two clients took advantage of the 50% second-event discount on rental of District facilities.

Director Guritz complimented on Farm Manager Vick's efforts to support the rentals program and tours, monitoring of staff timesheets, and improved customer service at Ellis. Farm Manager Vick reported that 22 gift certificates were sold in the month of December for horsemanship lesson packages.

Director Guritz reported that expanded social media training will be delivered for Ellis staff to assist with program service promotions in 2018.

Director Guritz reported that LyondellBassell will be invited out for a work day to assist with planting activities of the farm pond scheduled for fall 2018.

Farm Manager Vick reported that a planning retreat was held to examine possibilities for expanding environmental education and equestrian tour field trip opportunities for schools located in closer approximation to the Ellis House and Equestrian Center.

Mr. Caldwell noted that Ellis revenue is up 250% over last year's figure, with \$5,706 deposited year-to-date.

Overall, the District has received \$12,000 more of revenue for the current period over last year, and has expended \$12,000 less in the same period.

Reductions in salary expenditures are partially attributable to the end-of-year payroll period assigned to FY17.

Ms. Caldwell shared insights from the report into the various operational areas.

VII. Ellis Equestrian Center – FY17 End-of-Year Cost Center Report

Director Guritz presented a report on FY17 revenues and expenses for the Ellis Equestrian Center's cost centers, including the effort to close the \$7,000 deficit in the last 4-months of the fiscal year. Overall, the equestrian center ended with a positive \$89 over direct costs.

Director Guritz reported that the program is getting back on track thanks to the efforts of the Equestrian Center staff. Staff responsiveness to customer inquiries has improved, resulting in increased program bookings.

The Finance Committee discussed the report and equestrian center operations.

Director Guritz reported that the Sunrise Center lease agreement will need to be renewed in November 2018.

VIII. Natural Beginnings 17-18 and 18-19 Program Years Enrollment Status Report

Director Guritz presented a report on current year enrollments, and registration progress for the 18-19 program year. Open enrollment for the 18-19 program year is off to a good start, with stronger initial enrollment figures compared to the previous year.

Ms. Caldwell requested the quarterly payment dates for the program to assist with budget tracking.

IX. Executive Session

None.

X. Other Items of Business

Director Guritz reported on a \$4,800 emergency expenditure for a boiler replacement for the Harris Shop.

Director Guritz presented a proposal from Riemenschneider Electric for repairs and improvements to the Pickerill house that will be presented at the Committee of the Whole for discussion.

The first phase of the radon mitigation project has been completed for the Pickerill house, with in-house retesting scheduled to determine if background concentrations have been sufficiently reduced.

XI. Citizens to be Heard

No public comments were offered by those in attendance.

XII. Adjournment

Commissioner Gryder made a motion to adjourn. Seconded by Commissioner Gilmour. Aye, all. Opposed, none. Meeting adjourned at 5:27 pm.

Respectfully submitted,

David Guritz
Executive Director, Kendall County Forest Preserve District

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

JANUARY 10, 2018

I. Call to Order

President Gilmour called the meeting to order at 6:27 pm in the Kendall County Board Room. (50:27 on tape).

II. Roll Call

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

III. Approval of Agenda

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

IV. Citizens to be Heard

No public comments were offered by citizens present at the meeting.

V. Executive Director's Report

Director Guritz provided updates on priority projects. Installation of the monitoring line conduit was completed in December with donated support from TT Technologies, Inc. for equipment use and support. The Forest Foundation of Kendall County completed submission of an application to the Illinois Clean Energy Community Foundation for a large-scale restoration project for Hoover Forest Preserve.

VI. Operations Committee Report

Operations Committee member Purcell presented a report on topics discussed at the January 3, 2018 Operations Committee meeting.

Commissioner Purcell reported that special use permits were approved, with fees waived, for the Kendall County Horse Show Association and University of Illinois Cooperative Extension – 4H.

Commissioner Purcell reported that the Operations Committee opened a discussion on staff enforcement of the General Use Ordinance.

Director Guritz reported that the Ellis Equestrian Center ended with a net surplus of \$89 for FY17.

VII. Finance Committee Report

Finance Committee Chair Cullick presented a report on topics discussed at the January 10, 2018 Finance Committee meeting. Commissioner Cullick reported that 2018 is off to a good start. The Committee reviewed the equestrian center year-end report. The FY17 audit is underway, with District staff submitting all requested documents.

Commissioner Purcell stated that there are other costs associated with running the equestrian center, including capital expenses that are not coded to the specific program cost centers.

OLD BUSINESS

VIII. Ellis Equestrian Center Herd Assessment and Lesson Horse Acquisition Discussion

Ellis Farm Manager Vick, Equestrian Center Coordinator Norton, and Sunrise Center Program Director Mondrella presented a herd assessment, and request to move forward with the acquisition of a new lesson horse, pending a favorable assessment based on a scheduled inspection.

IX. Little Rock Creek Preserve Acquisition Project Updates

Director Guritz reported that State certification of the Polach Appraisal Group's reported fair market value was delayed due to submission of the required reports to the State in December. This has been rectified, with the appraisal reports now under review, with certification anticipated no later than the first week of February.

NEW BUSINESS

X. Illinois Department of Natural Resources – 2017 Chronic Wasting Disease Incidence Monitoring Report and Forest Preserve Lethal Harvest Request

Director Guritz presented a letter from the IDNR requesting access and permission to conduct lethal sharpshooting of White-tailed Deer in several forest preserve areas as part of monitoring and management efforts to control the prevalence of Chronic Wasting Disease in the Kendall County deer population.

The Committee of the Whole discussed the proposal. Direction was received to notify the IDNR that lethal harvest within forest preserve areas would not be permitted in 2018. IDNR CWD management staff members are able to enter preserve areas to subdue deer wounded through sharpshooting activities.

XI. 2018 Work Plan – Discussion on Strategic Operational Needs and Efficiencies

The Committee of the Whole reviewed the 2018 work plan priorities. Director Guritz reported that objectives and strategies would be added to the report, as well as timeline information for completion of the various projects.

Director Guritz reported that as far as finances for the District, efforts should be taken to stretch out the remaining capital funds for five years by leveraging outside funds.

The Committee of the Whole discussed the capital needs (roof and painting) of the Ellis House and Equestrian Center. Director Guritz suggested the roof replacement and exterior painting will cost approximately \$60,000.

Commissioner Purcell stated that a decision should be made on closing Ellis House, understanding that the District cannot sustain the ongoing capital costs.

XII. Pickerill-Pigott Forest Preserve – Riemenschneider Electric, Inc. Proposal

Director Guritz presented a revised proposal that included installation of LED lights in closet areas for the Pickerill House, with a revised total cost of \$1,947.00 to complete the safety and required code improvements.

The Committee of the Whole discussed the proposal, and process for determining whether the house will be sold, demolished, or adaptively reused for District operations.

Director Guritz reported that he is meeting with Upland Design on Friday, January 12, 2018 to develop a schedule for completion of a master plan for Pickerill-Pigott Forest Preserve.

XIII. Kendall County Forest Preserve District Updated Organizational Chart

The Committee of the Whole reviewed the updated organizational chart for the District. Direction was received to include a note regarding the joint supervision of the Natural Beginnings Manager position by both the Executive Director (program) and Hoover Supervisor and Resident (grounds and facilities).

Commissioner Purcell made a motion to forward the 2018 Organizational Chart to Commission for approval. Seconded by Commissioner Cullick. All, aye. Opposed, none.

XIV. 2018 Farm Lease Agreements

Director Guritz presented a summary report and draft farm lease agreements for 2018. Farm lease agreements will be presented to Commission for approval at the January 16, 2018 Commission meeting.

Director Guritz reported that calculated yield payments for the 2017 farm lease agreements is just under \$20,000, which will be credited to FY17.

XV. Kendall Heating and Plumbing Proposal – Harris Shop Boiler Replacement

Director Guritz presented the completed proposal from Kendall Heating and Plumbing for the emergency replacement of the boiler at the Harris Shop. Total cost for the replacement was \$4,800.00 and will appear as a capital fund expense on the next claims list.

XVI. Executive Session

Commissioner Gryder made a motion to enter into executive session under 2(c)21 of the Open Meetings Act to discuss the minutes of meetings lawfully closed under this Act, whether for purposes of approval by the body of the minutes or semi-annual review of the minutes as mandated by Section 2.06. Seconded by Commissioner Prochaska.

Roll call: Commissioners Cullick, Davidson, Gryder, Prochascka, Purcell, and Gilmour, aye. Opposed, none.

Executive session called to order at 6:52 pm.

Commissioner Davidsion made a motion to adjourn from executive session. Seconded by Commissioner Gryder. Aye, all. Opposed, none.

Regular meeting reconvened at 7:13 pm.

XVII. Summary of Action Items to be Taken

XVIII. Citizens to be Heard

XIX. Adjournment

Commissioner Davidson left the meeting. Meeting summarily adjourned at 7:14 pm due to lack of a quorum.

Respectfully submitted,

David Guritz
Director, Kendall County Forest Preserve District

FARM LEASE AGREEMENT #18-01-001

Baker Woods Forest Preserve – Hay Production

This Agreement is made this 16th day of January, 2018 (“Date of Execution”), between the Kendall County Forest Preserve, a Body Corporate and Politic, 110 West Madison Street, Yorkville, Illinois, 60560, (“Licensor”), and Kyle Connell, located at 7485 Nettle Creek Road, Morris, Illinois, 60450, (“Licensee”), including all heirs and assignees, collectively referred to as the “Parties.”

WHEREAS, the Licensor is the owner of certain lands situated in Baker Woods Forest Preserve, in the County of Kendall, Township of Fox and State of Illinois described as:

Portions of PIN#s: 09-09-400-004, 09-16-200-013, identified in the map of the subject fields, attached as Exhibit 1.

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

WHEREAS, both Licensee and Licensor hereby agree that there are three fields, Field A with 14.25 acres, Field B with 2.5 acres, and Field C with 6 acres on the above referenced parcels, these acres are hereinafter collectively referred to as the “Subject Property,” identified in Exhibit 1; and that the Licensor hereby grants to the Licensee a farm License in exchange for the following goods, services, and considerations, for a term beginning on the Date of Execution, and ending on June 1, 2019, subject to the conditions and limitations in this Agreement; and

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 lease or use of the Subject Property.
3. **Term:** This lease is for a term of one year, ending December 31, 2018, with Storage provisions in effect through June 1, 2019.
4. **Product:** Licensee will seed and maintain Field A and Field B with straight grass hay and Field C 50/50 grass and alfalfa hay. Licensee and Licensor shall split evenly the bales of hay produced from the Subject Property. Further, Licensee, with prior approval by the Licensor, shall have the option of purchasing hay bales from the Licensor’s portion of hay produced at a rate of \$3.50 per bale.
5. **Storage:** Licensee shall extend an option for storage of remaining portions of the Licensor’s share of hay produced at a cost of \$1.00 per small bale, plus a delivery charge of \$3.00 per mile traveled for each delivery made within the first quarter of the following calendar

year. The storage fee will be paid (or deducted from amounts owed to the Licensor) no later than November 30, 2018.

6. **Expenses and Inputs:** 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.

7. **Limited License:** This Agreement grants only a contractual license to use the Subject Property under the terms and conditions state above. 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.

8. **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 to Ellis Equestrian Center, and Ellis Equestrian Center staff will be responsible for unloading of hay bales.

9. **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 35 ILCS 200/15, 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 to parallel the lease term. Licensee's obligations under this paragraph extend beyond the lease year, and until all incurred taxes are paid.

10. **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.

11. **"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."

12. **Records Requirements:** Licensee shall keep and provide to the Licensor the following records at the end of the Lease 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, 2018. 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.
13. **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. Pursuant to 55 ILCS 5/3-9005, 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.
14. **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.
15. **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.
16. **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.
17. **Termination:** 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 the Licensee. In the event of any termination, Licensor shall pay the Licensee for planted but unharvested crops on the Subject Property based on available Kendall County data for the average yield and unit price

within Kendall County. Licensors will also reimburse Licensee for reasonable fertilizer and pesticide costs for planted but unharvested crops on the Subject Property, provided the Licensee presents fertilizer and pesticide receipts for these costs. Licensee hereby waives its rights to seek any other amounts from Licensors in the event the License is terminated.

18. **Insurance & Liability:**

A. Licensee shall obtain and continue in force, during the term of this Agreement, all insurance as set forth below. Each insurance policy shall not be cancelled or changed without thirty (30) days' prior written notice, given by the insurance carrier to Licensors. On the Date of Execution, Licensee shall deposit with Licensors certificates evidencing the insurance it is to provide hereunder: (a) Comprehensive business automobile liability insurance in the minimum amount of \$250,000 per person and \$500,000 per occurrence for bodily injury and \$100,000 for property damage; (b) general liability insurance with a combined minimum single limit of \$125,000 for each occurrence for medical, with a \$500,000 general liability aggregate; (c) Worker's Compensation and Occupational Disease Disability insurance, in compliance with the laws of the jurisdiction where the work is being performed (only if Licensee employs any individuals to perform work on or related to the Subject Property); and (d) employer's comprehensive general liability insurance for both personal injury and property damage in the minimum amount of \$1,000,000 for each accident, (only if Licensee employs any individuals to perform work on or related to the Subject Property). Licensors shall be named as Additional Insured on a Primary and Non-Contributory basis with respect to the general liability, business auto liability and excess liability insurance. Further a waiver of subrogation with respect to the general liability and workers' compensation shall be issued in favor of Licensors. Also, Licensors shall be designated as the certificate holder. Failure to submit such proof by this date may terminate this License at the sole discretion of the Licensors. All of the above insurance policies must cover all contractors hired by the Licensee to apply soil amendments, pesticides, or for other purposes, or the contractor must provide proof of insurance for the above referenced amount.

B. Licensee agrees to defend with counsel of the Licensors' own choosing, indemnify and hold harmless the Licensors, its past, present and future board members, elected officials, insurers, employees and agents against any and all liability, loss, costs, damages, judgments, liens and expenses (including attorney's fees) which the Licensors, its past, present and future board members, elected officials, insurers, employees and agents may hereafter sustain, incur, or be required to pay arising out of the Licensee's negligence, or performance of or failure to adequately perform its obligations pursuant to this Agreement. 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. **Illinois Prevailing Wage Act:** The Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act") requires employers to pay laborers, workers and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website at: <http://www.state.il.us/agency/idol/rates/rates.html>. To the extent that this Agreement results in Licensee performing covered work under the Act, Licensee shall comply with all requirements of the Act, including, but not limited to, all wage, notice, and record-keeping duties.

20. **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.
21. **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.
22. **Independent Contractor:** It is mutually agreed that the Licensee is an independent contractor, not subject to the control of the Licensor and is not an employee of the Licensor.
23. **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.
24. **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.
25. **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.
26. **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.
27. **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.

28. **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.

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

Licensors, send to:

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

with a copy to:

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

Licensee send to:

Kyle Connell
7485 Nettle Creek Road
Morris, Illinois 60450

30. **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.

31. **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.

Licensors:

Kendall County Forest Preserve District

By: _____
Judy Gilmour, President

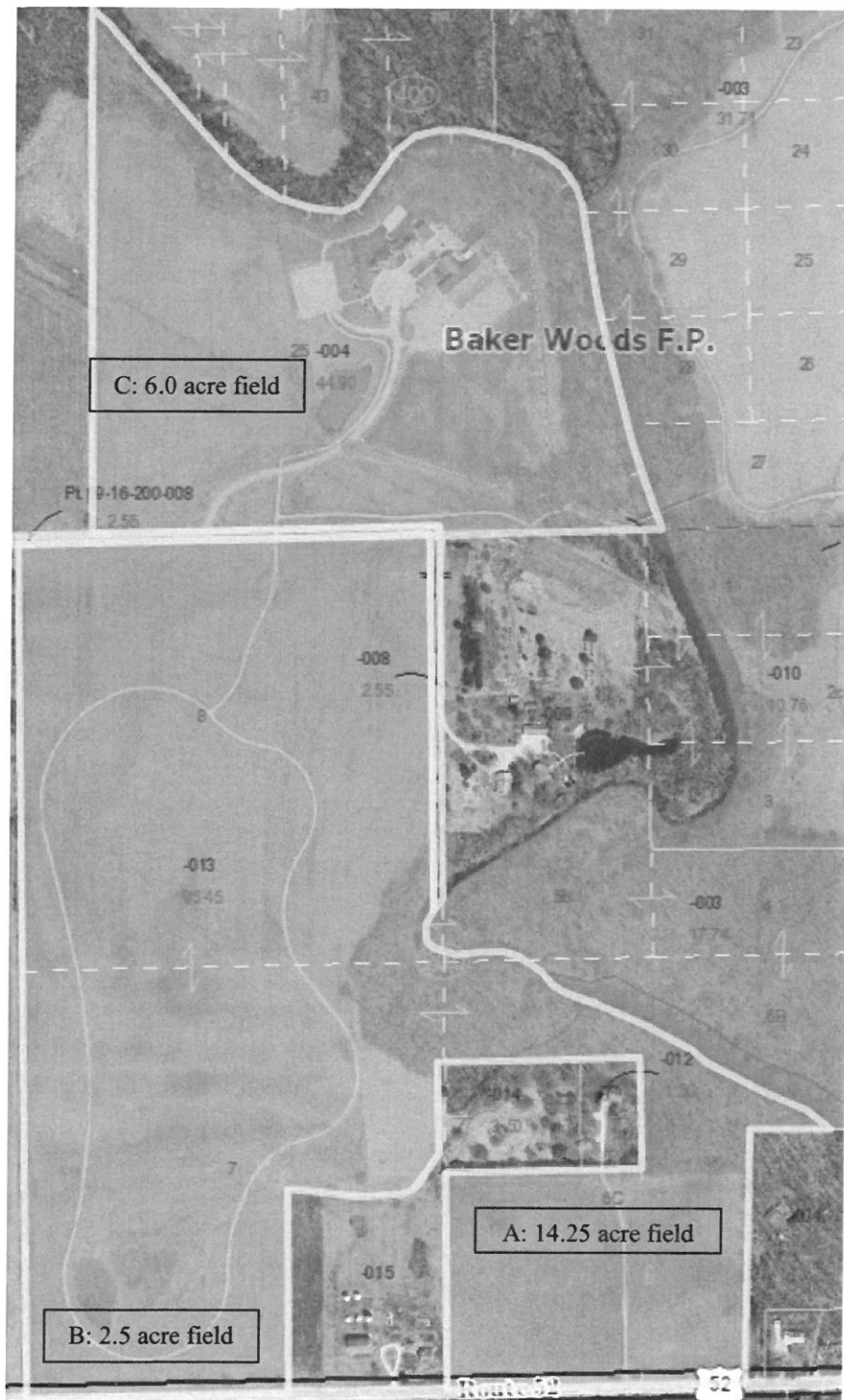
Date: _____

Licensee:

By: _____
Kyle Connell, Farm Operator

Date: _____

Subject Property - Exhibit 1 – Hay Fields and Acreage



FARM LEASE AGREEMENT #18-01-002

Baker Woods Forest Preserve – East Section

AGREEMENT made this 16TH day of January, 2018 between the KENDALL COUNTY FOREST PRESERVE DISTRICT, a Body Corporate and Politic, 110 West Madison Street, Yorkville, IL, 60560, Licensors; and Dan Roberts, of 524 Wildy Road, Minooka, IL, 60447, Licensee, and Don Roberts, 560 Wildy Road, Minooka, IL, 60447, Licensee, including all heirs and assigns.

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

PIN#s: 09-09-400-003 & 09-10-300-002

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

WHEREAS, both Licensee and Licensors hereby agree that there are 41.0 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 16, 2018, and ending on December 31, 2018 subject to the conditions and limitations hereinafter mentioned.

Licensee shall pay Licensors a Base Rate of \$170 per tillable acre for the License year. The Base Rate shall be payable no later than May 30, 2018, 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, 2018. 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 prior to signing this Agreement and accepts the condition of this "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 30. 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.

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. 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.

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

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

14. 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. Financial arrangement shall be mutually agreed upon by Licensor and Licensee should these services be requested.

15. 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.

16. 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, lime, 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.

17. Insurance & Liability

- A. The Licensee shall maintain one million dollars (\$1,000,000.00) of liability insurance on the Subject Property with an insurance company acceptable to the 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 30th of the first year of the License. Failure to submit such proof by this date may terminate this License. Policy must cover all contractors hired by the Licensee to apply soil amendments, pesticides, or for other purposes, or the contractor must provide proof of insurance for the above referenced amount.
- B. Licensee shall obtain and maintain, at the Licensee's expense, appropriate and adequate insurance coverage for the Licensee's personal property in amounts determined by the Licensee to be adequate. Licensee shall provide a copy of all insurance policies to Licensor upon request of Licensor.
- C. Licensee shall hold harmless, indemnify, and defend the Licensor, its Commissioners, Officers, Agents, Attorneys and Employees against any and all losses, expenses, claims, costs, causes and damages, including without limitation litigation costs and attorneys' fees, on account of (a) any failure on the part of the Licensee to perform or comply with any terms or conditions of this Agreement, or (b) any personal injuries or death or damages to property arising from, occurring, growing out of, incident to, or resulting directly or indirectly from the grant of this License or the use of the Subject Property or the structures by Licensee. The provisions of this section shall be in addition to, and shall not be limited by, the amounts of any insurance provided by Licensee pursuant to this Agreement.

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

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

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

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

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

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

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

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

Licensors:

Kendall County Forest Preserve District

By: _____
Judy Gilmour, President

Date: _____

Licensee:

By: _____
Dan Roberts, Farm Operator

Date: _____

By: _____
Don Roberts, 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 30.

The flexible rate amount is due December 31.

FARM LEASE AGREEMENT #18-01-003

Fox River Bluffs Property

This AGREEMENT is made this 6th day of February, 2018 between the KENDALL COUNTY FOREST PRESERVE DISTRICT, 110 West Madison Street, Yorkville, IL, 60560 and the COUNTY of KENDALL, 111 West Fox Road, Yorkville, IL, 60560, both Bodies Corporate and Politic (hereinafter "Licensors"), and, Trenton Toftoy of 407 Meadow Lane, Newark, IL 60541, (hereinafter "Licensee"), including all heirs and assigns, collectively referred to as the "Parties".

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

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

WHEREAS, in acquiring this property, the Kendall County Forest Preserve District assumed a farm lease agreement with the Licensors for 2015 farming activities on 99.42 acres of farmland, and extended a subsequent lease agreement approved by both the Kendall County Forest Preserve District and Kendall County for 2016 and 2017 farming activities; and

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

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

WHEREAS, Licensee plans to plant soybeans in 2018, which is consistent with the planning timeframe for cropland conversion of the area known as the Fox River Bluffs Forest Preserve; and

WHEREAS, both Licensee and Licensors hereby agree that there are 117.86 tillable acres suitable for row crops on the above referenced parcels, these tillable acres hereinafter referred to as the 'Subject Property' as is identified in the attached **Exhibit A**.

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

1. **Incorporation:** The proceeding introductory language is made a part hereof and incorporated herein.
2. **License & Term:** the Licensors hereby grant to the Licensee a farm License in exchange for the following goods, services, and considerations, submitted as a use fee for a term of one (1) year, beginning on February 6, 2018, and ending on December 31, 2018 subject to the conditions and limitations hereinafter mentioned.

3. **Payment & Pricing:** Licensee shall pay Licensors a Base Rate of \$300 per tillable acre for the License year. The Base Rate shall be payable no later than May 30, 2018, and Licensee agrees that failure to pay by this date constitutes a material breach of this License Agreement and may terminate this License.
4. **Crop Insurance:** Additionally, Licensee shall obtain Crop Insurance, which shall be any funds from a multi-peril or crop hail claim on the Subject Property collected by the Licensee, less the premiums paid on such policy(s).
5. **Limited License:** This Agreement grants only a contractual license to use the Subject Property under the terms and conditions state herein. Further, the rights granted by the County and District herein shall vest only in Licensee and no such rights shall vest in any of Licensee's employees, agents, subcontractors or partners, if any. Nothing in this Agreement shall be construed to convey to Licensee any legal or equitable interest in the Subject Property.
6. **Taxes:** Licensors make no claims as to the tax status of the Subject Property. In the event the Subject Property should be assessed and taxed pursuant to the process outlined in 35 ILCS 205/19, it shall be the obligation of the Licensee to pay such taxes as are incurred during the term of this license. In the event the Subject Property becomes taxable at any time during the term of this License, Licensee shall be required to pay those taxes that are incurred during the term of this License. At the termination of this Agreement, Licensee shall pay tax incurred during the term of this license, though not yet due and owing. Where taxes have yet to be determined, Licensee shall pay the estimated taxes based on 100% of the previous year's taxes. Any such taxes shall be prorated as needed.
7. **Erodible Soils:** The Licensors agree that the Licensee may, without further license on the part of the Licensors, use the Subject Property for the purpose of farming the land. If there are highly erodible soils on the Subject Property, the Licensee is responsible for maintaining the soil according to the methods adopted in Licensee's farming plan approved by the Kendall County Soil and Water Conservation District. Said report must be submitted to the Licensors on or before ground breaking on the first year covered by this License. Failure to submit this report by this date may terminate this License.
8. **"As Is" Property:** The Licensee has inspected the Subject Property and structures prior to signing this Agreement and accepts the conditions of these "as is."
9. **Farming Method:** The Licensee agrees to farm the Subject Property in a husband-like manner, utilizing conservation tillage methods.
10. **Records Requirement:** Licensee shall keep and provide to the Licensors the following records:
 - A. Soil Samples – The Licensee shall conduct annual soil testing (2.5 acre grid), with such costs split evenly with the Licensors. Soil test results shall be due to the Licensors by December 30, 2015. The Licensee shall apply the minimum amount of fertilizer required to maintain the soil fertility at:
 - i. For corn, P (phosphorus) shall be maintained at 80 pounds per acre and K (potassium) shall be maintained at 50 pounds per acre.

- ii. For soybeans, P (phosphorus) shall be maintained at 50 pounds per acre and K (potassium) shall be maintained at 75 pounds per acre.
 - B. Global Positioning System data of crops and yields harvested.
 - C. Fertilizers and rates applied.
 - D. Pesticide applications, including dates of applications, types and amounts of pesticide used, fields treated, and the identity of the applicator for each application.
11. **Fertilizer Replacement:** Fertilizer replacement of P (phosphorus) and K (potassium) will be calculated using crop removal method as outlined in the Illinois Agronomy Handbook. Replacement of P and K for a crop year calculated on total nutrient removal per tillable acre and applied at the Licensee's expense for product and application. No carry over credit will be allowed from previous year's application.
12. **Limestone:** Lime shall be applied when pH level is less than 6.2. If Licensee reports the need to apply limestone to the Subject Property, the cost for the application will be presented to the District for consideration and approval prior to application, with material costs reimbursed by the District upon presentation of an invoice following application.
13. **Notice:** Any notice required or permitted to be given pursuant to this Agreement shall be duly given if sent by certified mail or personal service and received. Notice should be sent to the following parties:
- Licensors, send to:
- Judy Gilmour, President
Kendall County Forest Preserve District
110 W. Madison Street
Yorkville, Illinois 60560
- Scott Gryder, Chairman
County Board of Kendall County
111 Fox Street
Yorkville, Illinois 60560
ATTN: County Administrator
- with a copy to:
- Kendall County State's Attorney
Kendall County Courthouse
807 John Street
Yorkville, Illinois 60560
- Licensee send to:
- Trenton Toftoy
407 Meadow Lane,
Newark, IL 60541
14. **Buffer:** It is agreed that the tillable land on this farm should be devoted to row crops. The Licensors may require an un-tilled buffer a minimum of 10 feet from certain woodlands or waterways. This buffer shall be planted with a cover crop by the Licensee at the inception of this Licensee with a seed mix approved by Licensors.

15. **Pesticide Use:**

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

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

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

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

19. **Services upon Termination:** Upon termination of this Agreement, Licensors may request the Licensee to provide services associated with restoration of the Subject Property, and

Licensee agrees to provide such services. Such services may include plowing, herbiciding, tilling, seeding, and maintenance mowing.

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

21. **Insurance & Liability:**

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

provisions of this section shall be in addition to, and shall not be limited by, the amounts of any insurance provided by Licensee pursuant to this Agreement.

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

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

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

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

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

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

28. **Illinois Prevailing Wage Act:** The Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act") requires employers to pay laborers, workers and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website at: <http://www.state.il.us/agency/idol/rates/rates.html>. To the extent that this Agreement results in Licensee performing covered work under the Act, Licensee shall comply with all requirements of the Act, including, but not limited to, all wage, notice, and record-keeping duties.

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

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

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

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

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

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

Licensor: Kendall County Forest Preserve District

By: _____
Judy Gilmour, President

Date: _____

Licensor: Kendall County

By: _____
Scott Gryder, Kendall County Board Chairman

Date: _____

Licensee:

By: _____
Trenton Toftoy, Farm Operator

Date: _____

Farm Lease Agreement #18-01-003 – Exhibit A



Kendall County GIS
1000 S. Main Street
Yorkville, Illinois 60550
608.383.6810



Legend

- Future ROW - 18.44
- Kendall County FP - 99.42

Fox River Bluffs
County Owned/Future ROW
Area being Farmed

1 inch = 600 feet



FARM LEASE AGREEMENT #18-01-004

Henneberry Property

AGREEMENT made this 16TH day of JANUARY, 2018 between the KENDALL COUNTY FOREST PRESERVE DISTRICT, a Body Corporate and Politic, 110 West Madison Street, Yorkville, IL, 60560, Licensor, and, Albert Collins, Jr. of 9555 Ament Road, Yorkville IL 60560, Licensee, 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, 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 Licensor desires to have the real estate farmed.

WHEREAS, both Licensee and Licensor 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 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 16, 2018, and ending on December 31, 2018 subject to the conditions and limitations hereinafter mentioned.

Licensee shall pay Licensor a Base Rate of \$195 per tillable acre for the License year. The Base Rate shall be payable no later than May 30, 2018, and Licensee agrees that failure to pay by this date may terminate this License.

Licensee shall pay Licensor 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 one (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, 2018. Should the computed Flexible Rate be less than the Base Rate, then the Base Rate shall be the total due to Licensor.

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, 2018. 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 Licensor. Licensor 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 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. Use of atrazine (weed control) and neonicotinoid pesticides (seed treatments including imidacloprid, thiamethoxam, and clothianidin formulas) are prohibited from application within the license area.
- D. Licensee is responsible, at the Licensee's sole expense, to repair any damage done to native vegetation due to pesticide drift and to repair rutting caused by farm equipment in non-tilled areas owned by the 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 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 31st of the first year of the License. Failure to submit such proof by this date may terminate this License. Policy must cover all contractors hired by the Licensee to apply soil amendments, pesticides, or for other purposes, or the contractor must provide proof of insurance for the above referenced amount.
- B. Licensee shall obtain and maintain, at the Licensee's expense, appropriate and adequate insurance coverage for the Licensee's personal property in amounts determined by the Licensee to be adequate. Licensee shall provide a copy of all insurance policies to 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 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.

Licensors: Kendall County Forest Preserve District

By: _____
Judy Gilmour, President

Date: _____

Licensee:

By: _____
Albert Collins, Jr. 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 30.

The flexible rate amount is due December 31.

FARM LEASE AGREEMENT #18-01-005

Henneberry Property

AGREEMENT made this 16th day of January, 2018 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 16, 2018, and ending on December 31, 2018 subject to the conditions and limitations hereinafter mentioned.

Licensee shall pay Licensor a Base Rate of \$175 per tillable acre for the License year. The Base Rate shall be payable no later than May 30, 2018, 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 Licensors agree that the Licensee may, without further license on the part of the Licensors, use the Subject Property for the purpose of farming the land. If there are highly erodible soils on the Subject Property, the Licensee is responsible for maintaining the soil according to the methods adopted in Licensee's farming plan approved by the Kendall County Soil and Water Conservation District. Said report must be submitted to the Licensors on or before ground breaking on the first year covered by this License. Failure to submit this report by this date may terminate this License.
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 30, 2018. 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 Licensors 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 Licensors.
 - 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 Licensor. Licensor 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 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. Use of atrazine (weed control) and neonicotinoid pesticides (seed treatments including imidacloprid, thiamethoxam, and clothianidin formulas) are prohibited from application within the license area.
- D. Licensee is responsible, at the Licensee's sole expense, to repair any damage done to native vegetation due to pesticide drift and to repair rutting caused by farm equipment in non-tilled areas owned by the 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 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, 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.

16. 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.

17. 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 Licenser in the event the License granted herein is terminated.

18. Insurance & Liability

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

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

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

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

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

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

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

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

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

Licensor: Kendall County Forest Preserve District

By: _____
Judy Gilmour, President

Date: _____

Licensees:

By: _____
Maurice Ormiston, Jr.

Date: _____

By: _____
Chris Ormiston

Date: _____

FARM LEASE AGREEMENT #18-01-006

AGREEMENT made this 16th day of January, 2018 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 10820 Helmar Road, Newark, IL, 60541, IL, 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 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 16, 2018, and ending on December 31, 2018 subject to the conditions and limitations hereinafter mentioned.

Licensee shall pay Licensors a Base Rate of \$200 per tillable acres on the Millbrook North Parcel, \$215 per tillable acre on the Millbrook South Parcel, and \$180 per tillable acre on the Millington Parcel for the License year. The Base Rate shall be payable no later than May 30, 2018, 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, 2018. Should the computed Flexible Rate be less than the Base Rate, then the Base Rate shall be the total due to Licensor.

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. 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 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 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 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 2018 and included as part of the utility charge reimbursement invoice.
15. Licensee shall use the structures on Licensors 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, 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.
19. 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.
20. 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.

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 30, 2018. 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.

Licensor - Kendall County Forest Preserve District

By: _____
Judy Gilmour, 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 30.

The flexible rate amount is due December 31.

Riemenschneider Electric, Inc.

1212 A Badger Street
Yorkville, Illinois 60560
630-553-5576

Proposal

Date	Estimate #
1/2/2018	1136

Name / Address		Terms	Due Date	Project
Kendall County Forest Preserve 110 W. Madison Street Yorkville, Illinois 60560		Net 20	1/22/2018	
Description		Qty	Total	
Proposal to do several code upgrades at the Pickerill property. - Install 3 LED closet fixtures in upstairs bedrooms to replace open bulb fixtures. - Repair upstairs bedroom vanity fixture. - Repair double tap breakers in 2 upstairs panels. - Remove receptacle and low voltage wires from fire place on lower level. - Install or replace 26 gfci receptacles through out house. Upstairs master bath (shower) Upstairs master bath (tub) Kitchen Garden greenhouse Lower bath near garage door Lower bath near laundry Closet with slop sink Garage and shop room Basement Outside			1,947.00	
		Total	\$1,947.00	

All Material is Guaranteed to be as Specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of : **\$1,947.00**

with payments to be made as follows: 70% upon completion of rough in. Balance upon completion of job. Balances unpaid 30 days after billing date will be subject to a 1.5% mo. service charge.

Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire tornado and other necessary insurance upon above work.

Respectfully Submitted,

Scott Riemenschneider

Note this proposal may be withdrawn by us if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature

Date