

frmPrtClaim

Kendall County

Vendor #	Name
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Invoice #

COMBINED CLAIMS LISTING

01/06/17

12:48:24 PM

Page 008

Description

Date _____

Budget #

Account Description

Dist Amount

FOREST PRESERVE EXPENDITURE

144 060304
145 190110

FIRST NATIONAL BANK OMAHA
SAM'S CLUB/GEMB

144 060304
145 190110

FIRST NATIONAL E
SAM'S CLUB/GEMB

JAN 28, 2017
12/25/2016

OFFICE SUPPLIES
MEMBERSHIP FEE-ANNUA

01/17/17
01/17/1727020006200
27020006200

OFFICE SUPPLIES & POSTAGE
OFFICE SUPPLIES & POSTAGE

189.48

** bantrim
 bantrim

146 031510
147 031510

COMMONWEALTH EDISON
COMMONWEALTH EDISON

DEC 28 2016
12-20-16

JAY WOODS
BAKER WOODS

01/17/17
01/17/17

27020006351
27020006351

ELECTRIC
ELECTRIC

234.48
29.71

bantrim
bantrim

146 031510
147 031510

COMMONWEALTH EDISON
COMMONWEALTH EDISON

DEC 28 2016

JAY WOODS
BAKER WOODS

01/17/17
01/17/17

27020006351
27020006351

ELECTRIC
ELECTRIC

234.48
29.71
10.33

bantrim
bantrim

19.33
49.04*

Vendor#	Name	Invoice #	Description	Date	Budget #	Account Description	Dist Amount
ELLIS HOUSE							
148 031510	COMMONWEALTH EDISON	DEC 16 2016	ELLIS HOUSE	01/17/17	27021007076	UTILITIES - ELLIS HOUSE	158.50 158.50*
149 020172	BARRETT'S ECOWATER	353775.00	ELLIS-JAN 2017	01/17/17	27021007080	GROUNDS & MAINT - ELLIS H	25.00
150 031216	CLEAN-TECH OF IL INC.	22167	ELLIS CLEANING-AUG 2	01/17/17	27021007080	GROUNDS & MAINT - ELLIS H	520.00
151 060304	FIRST NATIONAL BANK OMAHA	JAN 28/2017	LINEN CLEANING	01/17/17	27021007080	GROUNDS & MAINT - ELLIS H	21.45 566.45*
Total ELLIS HOUSE							724.95*
ELLIS GROUNDS							
152 060304	FIRST NATIONAL BANK OMAHA	JAN 28 2017	GAS - ELLIS	01/17/17	27021027080	GROUNDS & MAINT - ELLIS G	54.64 54.64*
Total ELLIS GROUNDS							54.64*
ELLIS RIDING LESSONS							
153 060304	FIRST NATIONAL BANK OMAHA	JAN 28, 2017	WOOD SHAVINGS	01/17/17	27021117082	ANIMAL CARE & SUPPLIES -	391.59 391.59*
Total ELLIS RIDING LESSONS							391.59*
ELLIS WEDDINGS							
154 060304	FIRST NATIONAL BANK OMAHA	JAN 28, 2017	ELLIS REFUSE P/U	01/17/17	27021207078	REFUSE PICKUP - ELLIS	136.87 136.87*
155 060304	FIRST NATIONAL BANK OMAHA	JAN 28, 2017	WEDDING AD	01/17/17	27021207081	PROMO/PUBLICITY - ELLIS W	500.00
156 060304	FIRST NATIONAL BANK OMAHA	JAN 28/2017	BRIDAL EXPO	01/17/17	27021207081	PROMO/PUBLICITY - ELLIS W	24.44 524.44*
Total ELLIS WEDDINGS							661.31*
HOOVER							
157 130506	MENARDS	67123	BUNKHOUSE CURTAINS	01/17/17	27022006864	HOOVER - BUILDING MAINTEN	101.85
158 251493	YORKVILLE ACE & RADIO SHACK	161705,161822	HOMOUSE TRAPS-ROOK	01/17/17	27022006864	HOOVER - BUILDING MAINTEN	67.98 169.83*
159 130506	MENARDS	66587	HO ICE MELT	01/17/17	27022006865	HOOVER - GROUNDS MAINTENA	631.51 631.51*
Total HOOVER							801.34*
ENV ED SCHOOL							
160 060304	FIRST NATIONAL BANK OMAHA	01/28/2017	FOOD SUPPLIES	01/17/17	27023016849	ENV EDUC - SCHOOL PROG EX	5.49
161 101297	JOHN DEERE FINANCIAL	12/27/16	BIRD SEED	01/17/17	27023016849	ENV EDUC - SCHOOL PROG EX	7.99 13.48*

ENV ED NATURAL BEGINNINGS

162 060304	FIRST NATIONAL BANK OMAHA	01-28-2017	HOLIDAY GIFTS,PHOTOS	01/17/17	27023036849	ENV EDUC - NATURAL BEGINN	69.02 69.02*	bantrim
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13.48*

ENV ED LAWS OF NATURE

163 060304	FIRST NATIONAL BANK OMAHA	01/28/2017	PET SUPPLIES	01/17/17	27023056849	ENV EDUC - LAWS OF NATURE	82.38 82.38*	** bantrim
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82.38*

GROUND & NATURAL RESOURCES

164 060304	FIRST NATIONAL BANK OMAHA	JAN 28, 2017	AT & T	01/17/17	27025006207	TELEPHONE - GROUNDS & NAT	426.16	** bantrim
165 220626	VERIZON (FOREST PRESERVE)	9777259073	CELL PHONES	01/17/17	27025006207	TELEPHONE - GROUNDS & NAT	692.76	bantrim

1,118.92*

166 110531	KENDALL CO HIGHWAY DEPT	DEC 2016	GAS&DIESEL-DEC 2016	01/17/17	27025006217	FUEL - GAS & OIL	955.21 955.21*	bantrim
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167 060304	FIRST NATIONAL BANK OMAHA	JAN 28, 2017	HO, HA REFUSE P/U	01/17/17	27025006847	REFUSE PICKUP - GROUNDS &	450.85 450.85*	** bantrim
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168 130506	MENARDS	66587	HARRIS ICE MELT	01/17/17	27025007089	SUPPLIES - SHOP	210.51	** bantrim
169 251493	YORKVILLE ACE & RADIO SHACK	161705,161822	KEY-OUT HOUSE	01/17/17	27025007089	SUPPLIES - SHOP	16.74 227.25*	** bantrim

Total GROUNDS & NATURAL RESOURCES

2,752.23*

COURTHOUSE RENOVATIONS

100.00	bantrim
100.00*	
100.00*	Total COURTHOUSE RENOVATIONS

Total Forest Preserve Claims: \$5,934.46

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

JANUARY 3, 2017

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

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

V. Approval of Agenda

The meeting agenda proceeded in the order presented.

VI. Citizens to Be Heard

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

VII. Approval of Minutes

Kendall County Forest Preserve Commission Meeting – December 6, 2016, and December 20, 2016
Kendall County Forest Preserve District Finance Committee Meeting – December 14, 2016
Kendall County Forest Preserve District Committee of the Whole Meeting – December 14, 2016

Commissioner Davidson made a motion to approve the meeting minutes for the Forest Preserve Commission meetings held on December 6, 2016 and December 20, 2016; the Forest Preserve Finance Committee meeting held on December 14, 2016, and the Committee of the Whole meeting held on December 14, 2016. Seconded by Commissioner Gryder.

All, aye. Opposed, none. Motion unanimously approved.

VIII. Approval of Claims in an Amount Not-to-Exceed \$4,385.42.

Commissioner Gryder made a motion to approve claims in an amount not-to-exceed \$4,385.42. Seconded by Commissioner Hendrix.

Director Guritz stated that repairs had been completed on the Jay Woods Forest Preserve west gate.

Roll call: Commissioners Davidson, Gryder, Hendrix, Kellogg, Prochaska, and Gilmour, aye. Opposed, none.

IX. Executive Session

Commissioner Purcell entered the meeting at 6:05 pm.

Commissioner Prochaska made a motion to enter into executive session under 2(c)5 and 2(c)5 of the Open Meetings Act to discuss the purchase or lease of real property for the use of the public body, including meetings held for the purpose of discussing whether a particular parcel should be acquired. Seconded by Commissioner Gryder.

Roll call: Commissioners Davidson, Gilmour, Gryder, Hendrix, Kellogg, and Prochaska, aye. Opposed, none. Present, Commissioner Purcell. Executive session called to order at 6:05 pm.

Commissioner Gryder made a motion to adjourn the executive session. Seconded by Commissioner Prochaska. All, aye.

Regular meeting reconvened at 6:51 pm.

X. Other Items of Business

None.

XI. Review of Action Items

None.

XII. Citizens to Be Heard

No public comments were offered by those in attendance.

XIII. Adjournment

Commissioner Prochaska made a motion to adjourn. Seconded by Commissioner Gryder. Aye, all. Opposed, none. Meeting adjourned at 6:54 pm.

Respectfully submitted,
David Guritz
Director, Kendall County Forest Preserve District

**KENDALL COUNTY FOREST PRESERVE DISTRICT
PROGRAMMING AND EVENTS COMMITTEE MEETING MINUTES
JANUARY 4, 2017**

I. Call to Order

Chairman Flowers called the meeting to order at 6:02 pm in the Kendall County Board Room.

II. Roll Call

Commissioners Hendrix, Prochaska, Purcell, and Flowers all were present.

III. Approval of Agenda

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

IV. Citizens to be Heard

No public comments were offered by those in attendance.

V. Review of FY 2015-2016 Program Budget Performance

Director Guritz presented a breakdown of environmental education program revenues comparing FY 14-15, FY 15-16 budget figures versus end-of-year actuals, and the FY 16-17 budget figures.

The report included goals and strategies within each program cost center that will be taken to achieve budget projections.

Director Guritz provided a report summary, as well as overview in staffing changes for the environmental education department. Overall, the environmental education program budget deficit was reduced from an estimated (\$54,500) in FY 14-15 to just under (\$19,000) in FY 15-16. School field trip and summer camp programming underperformed in FY 15-16, with expanded marketing efforts underway to close the deficit in the current year.

The Programming and Events Committee reviewed and discussed the report.

Commissioner Purcell asked why part time salaries for school programs came in at budget levels, when program revenues were down between 30 to 35% for the year.

Director Guritz stated that the administrative load and salaries for the two part time program coordinators for the department is carried in the school programs cost center.

Commissioner Purcell asked why the FY 16-17 budget levels fall below the previous year's projections, with corresponding increases in part time salary expenditures. Director Guritz stated that last year was the first year that cost center tracking was available. The FY 16-17

budget was developed based on FY 15-16 end-of-year projections, with adjustments made accordingly based on FY 15-16 performance. While the budget trend shown is moving in the wrong direction from the standpoint of reduced projected net gain, the goal is to keep moving towards a net zero budget, where revenues cover all expenses, and from that standpoint, positive gains have been achieved. Director Guritz recommended that the Committee review program performance in the current fiscal year in order to determine what adjustments may be needed in the program to achieve a net zero budget.

Director Guritz stated that there are other potential gains over budget that may be realized in the upcoming year.

Commissioner Prochaska inquired into bunkhouse rental performance. Director Guritz stated that some policy changes are needed, particularly in the area of cancellations with refund. Current policy calls for a full refund within 72-hours of the cancellation.

Commissioner Hendrix asked what is different from the standpoint of marketing in the coming year. Director Guritz stated that District staff members have worked to complete marketing materials, with a plan to more aggressively market summer camps using social media in the current year, with the goal of increasing enrollments in the upcoming year.

Commissioner Hendrix stated that the overall year-over-year deficit reduction in the environmental education program was impressive.

The Committee discussed the cost versus benefit of contractual instructors.

Director Guritz stated that a similar report will be generated for the Ellis equestrian program for the next meeting. Completing these reports provides an added benefit of training coordination staff to understand and manage towards budget objectives.

Commissioner Purcell asked whether Natural Beginnings tuition and enrollment figures will be examined in the current year. Director Guritz stated that this program's market position can be examined over the course of the coming year. The Programming and Events Committee discussed the program's market position including current tuition costs and student-teacher ratios for the program. Commissioner Hendrix expressed strong convictions that the student-teacher ratio should not be increased in order to properly insure student safety. Commissioner Purcell stated that because of the high quality of the program, the District should be charging at the high end of what the market will afford.

The Programming and Events Committee discussed other aspects of the Natural Beginnings program, including providing affordable early childhood education, private sector competition, indirect program costs, and community needs and demand for early childhood education services, participant demographics, and possible program expansion at other facilities.

VI. Yorkville Athletic Association, NFP – Pending Proposal for Hoover Ball Field Improvements and License Agreement Renewal

Director Guritz presented the draft of the 2017 license agreement with the Yorkville Athletic Association, NFP for use of the Hoover Ball Field. The following changes are proposed for the 2017 agreement:

1. The license agreement fee has been increased \$300.00 to offset costs for additional mowing services requested.
2. A \$500 damage deposit is required, with a \$50 per event penalty assigned to cover instances where District staff is needed to address trash removal.
3. Provisions have been added to allow the Yorkville Athletic Association to construct ball field improvements.

The draft agreement has been sent to the Yorkville Fury President, Mike Klimavicius for review, who is scheduled to present improvement plans during an upcoming Committee of the Whole meeting.

The Programming and Events Committee discussed the draft agreement. Commissioner Purcell requested the purpose of the fee increase. Director Guritz stated that when this was discussed at a previous meeting, the fee increase was proposed to offset direct costs for District staff time to perform the additional work requested.

Commissioner Purcell stated that the \$500 damage deposit should be renewable if the initial fund is depleted.

VII. Kendall County Outdoor Education Center Updates and License Agreement Renewal

Director Guritz presented a draft 5-year license agreement with the Grundy-Kendall Regional Office of Education – Outdoor Education Center to continue operations at Hoover Forest Preserve.

The Programming and Events Committee discussed the agreement. Commissioner Purcell requested opened discussion on whether building improvements and maintenance costs are covered by the Outdoor Education Center. The Committee discussed the maintenance and repair provisions within the agreement.

Director Guritz stated that the draft agreement also includes provisions allowing for shared use of the canoes owned by the Outdoor Education Center and stored at Hoover Forest Preserve that would also extend use of the District's 10-passenger van for Outdoor Education Center canoe trips.

Director Guritz stated that he would speak directly to the point with Deanna Bazan about the building improvements and maintenance provisions. Deanna Bazan has been invited to present an overview of services at the upcoming Committee of the Whole meeting.

VIII. Stephanie's Garden Phase 1(b) Development Updates

Director Guritz presented updates on Phase 1(b) projects. Projects include the development of a raised stream bed and water feature. The Hoover Forest Preserve well

house infrastructure is being examined to insure that the groundwater well capacity, flow volume, and service line pressure are known in order to properly design the water feature.

The water feature will be actuated with metered flow in order to insure that the sufficient pressure and volume is available for all District facilities supplied by the well.

As part of the review, it appears that the groundwater pump installed in 1999 may be reaching the end of its useful life, and will need to be replaced in the not-too-distant future.

Director Guritz reported that the Nature Play Space has been recertified under The National Arbor Day Foundation's Nature Explore program.

IX. Citizens to be Heard

No public comments were offered by those in attendance.

X. General Discussions and Updates

Director Guritz reminded the Committee of the upcoming open house for the Natural Beginnings program.

Director Guritz stated that bid specifications are under development for the Henneberry Forest Preserve restoration and tree mitigation project. Director Guritz reported that he will be presenting plans to the Whitetail Ridge HOA in March, including a request to access to the preserve for restoration purposes from a small parcel owned by the HOA along Whitetail Ridge road.

Director Guritz reported that the District's 2017 Farm License Agreements are being prepared for review and approval by Commission.

XI. Executive Session

Commissioner Prochaska made a motion to enter into executive session under 2(c)21 of the Open Meetings Act for the purpose of discussion of 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 Purcell.

Roll call: Commissioners Hendrix, Prochaska, Purcell and Flowers, aye. Opposed, none. Executive session called to order at 7:28 pm.

Commissioner Prochaska made a motion to adjourn from executive session. Seconded by Commissioner Hendrix. All, aye. Opposed, none.

Regular meeting reconvened at 7:33 pm.

XII. Adjournment

Commissioner Hendrix made a motion to adjourn. Seconded by Commissioner Prochaska. Aye, all. Meeting adjourned at 7:34 pm.

Respectfully submitted,

David Guritz
Director, Kendall County Forest Preserve District

**KENDALL COUNTY FOREST PRESERVE DISTRICT
FINANCE COMMITTEE MEETING MINUTES
JANUARY 11, 2017**

I. Call to Order

Finance Committee Chairman Cullick called the meeting to order at 4:35 pm in the Kendall County Board Room.

II. Roll Call

Commissioners Davidson, Cullick, and Gilmour were present.

III. Approval of Agenda

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

IV. Citizens to be Heard

No public comments were offered by those in attendance.

V. Approval to Forward Claims in an Amount Not-to-Exceed \$5,934.46.

Commissioner Gilmour made a motion to forward claims to Commission in an amount not-to-exceed \$5,934.46. Seconded by Commissioner Cullick.

Commissioner Gilmour inquired into claim #155 for wedding ads. Director Guritz stated that the claim represented two payments to "The Knot" wedding guide as part of our \$3,000 contract split between the two fiscal years. The District's promotional budget was increased for FY 16-17, and a marketing plan is in place for weddings and the bridal expo.

Director Guritz stated that claim #150 is for cleaning services incurred within the past fiscal year. Ellis staff is working to handle cleaning needs in house to reduce cleaning service costs in the budget.

Commissioner Davidson inquired into claim #152 for fuel. Director Guritz stated he would work to determine why the fuel charges were incurred.

Commissioner Cullick called the question. All, aye. Opposed, none.

VI. Summary of Underwriter Proposals Received and Speer Financial, Inc. Recommendations

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Speer Financial, Inc. Senior Vice President Anthony Miceli presented the results of underwriter proposals received for the 2017 series refund bonds.

Anthony Miceli presented the proposal results from seven firms, and recommended moving forward with approval of RBC Capital Markets as Senior Underwriting Manager, and Bernardi Securities as co-manager with sale of bonds at a 60% to 40% ratio, respectively. For the sale of bonds, Bernardi Security will match the RBC bond sale fee schedule of \$3.45 per \$1,000.

Anthony Miceli reported that he had contacted Ice-Miller to serve as disclosure council, with a recommendation to approve their proposed fee of \$15,000 that will be included within the closing costs of the 2017 refunding.

Commissioner Davidson asked what the projected savings will be from the refunding based on the underwriter proposals received. Anthony Miceli stated that the projected savings is just over \$1.2M. Director Guritz asked what minimum savings threshold will be established in the authorizing ordinance. Anthony Miceli stated that the authorizing ordinance will included a 3% minimum savings threshold representing approximately \$900,000 in projected net savings.

Director Guritz stated that the fee proposed by Ice-Miller represents an increase over the prior year's refunding fee of \$6,500. The fee is increased because the 2017 refunding is significantly higher than the 2016 refunding.

Director Guritz stated that the motions to approve the underwriting firms and disclosure council will be presented at the upcoming Commission meeting for approval.

Commissioner Davidson requested a breakdown of taxpayer savings for each subsequent tax year. Anthony Miceli stated he would prepare a report showing the cumulative levy reductions and tax savings for Commission review prior to next Tuesday's meeting.

VII. 2017 Farm Lease Agreement Renewals

Director Guritz presented a spreadsheet overview of terms for the 2017 farm lease agreements, with a recommendation to renew lease agreements under the same terms as the 2016 lease agreements for the Mathre lease agreement for cropland acres at Millbrook North and South and Millington Forest Preserves; the Roberts lease agreement for cropland acres at Baker Woods Forest Preserve; the Connell lease agreement for Baker Woods Forest Preserve; and the Collins lease agreement for Henneberry Woods Forest Preserve.

Director Guritz recommended a reduced base rent to \$175 per acre from \$195 per acre for the Ormiston 2017 lease agreement at Henneberry, including removal of yield payment provisions. In discussions with Chris and Maurice Ormiston, the timber soils within the cropland footprint produce lower yields, and it is important to keep this area under crop

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production until the District is prepared to restore the 4-acres to grassland and shrubland habitat.

Director Guritz recommended renewal of the Connell hay field agreement to include a \$1 per small bale storage fee in order to store District inventory share year-to-year for delivery. Delivery charge is included at \$3.00 per mile transported, or approximately \$60.00 for each delivery. This provision will allow the District to continue to minimize staff support needed for handling of bales, and retain sufficient inventory for feeding District and Sunrise North horses year-to-year without need for purchase and restocking of hay on the open market.

Commissioner Davidson stated that he has similar arrangements for hay storage, with the proposed changes fair, and beneficial to the District.

The Finance Committee discussed the cropland conversion project for Henneberry Forest Preserve. Director Guritz stated that the costs for conversion have been reduced with the grant for the Fox River Monarch Corridor Project, and Kendall County Highway Department mitigation project support.

Commissioner Davidson suggested that the District may be able to securing mowing services for the first three years at no charge.

VIII. Review of Ellis Tent Rental Proposals

Director Guritz presented two tent lease proposals received from Blue Peak Tents of West Chicago, Illinois and Top Notch Rental Services of Naperville, Illinois.

Both proposals are comparable, and include the lease of a comparable tent model, sidewalls with windows, can lights and dimmer switch, and fans.

The Blue Peak tent lease proposal cost is \$18,444.00. The Top Notch Rental Services cost is \$15,255.00, and includes a damage waiver fee, representing a \$3,189.00 savings below the Blue Peak proposal cost.

Commissioner Gilmour made a motion to forward the Top Notch Rental Services proposal to the Committee of the Whole for review. Seconded by Commissioner Cullick. All, aye. Opposed, none.

IX. KCFPD Vehicle Fleet Status Report and Need for Replacement Vehicles

A. 1991 GMC 3500 Dump Truck

B. 2003 John Deere Gator 4X2

Director Guritz presented information on two vehicles requiring replacement. A new 2-ton dump will replace the 1991 GMC 3500 dump truck. The 2003 John Deere Gator also needs to be replaced.

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The District has received bid specifications from Kendall County Highway Department will be modified for District purposes for bidding.

For the John Deere Gator, the District will secure quotes from local area vendors for replacement.

Both existing vehicles will be scheduled for trade in as part of the District's requests for bids and proposals.

The Finance Committee

X. Executive Session

None.

XI. Citizens to be Heard

No public comments were offered by those in attendance.

XII. Other Items of Business

None.

XIII. Citizens to Be Heard

None.

XIV. Adjournment

Commissioner Cullick made a motion to adjourn. Seconded by Commissioner Davidson. All, aye. Meeting adjourned at 5:30 pm.

Respectfully submitted,

David Guritz
Executive Director, Kendall County Forest Preserve District

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

JANUARY 11, 2017

I. Call to Order

President Gilmour called the meeting to order at 5:38 pm in the Kendall County Board Room.

II. Roll Call

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

III. Approval of Agenda

Commissioner Davidson made a motion to amend the agenda order to present the Director's Report at the end of the agenda, time permitting. Seconded by Commissioner Purcell. All, aye. Opposed, none. Motion passed unanimously.

IV. Citizens to be Heard

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

V. Summary of Underwriter Proposals Received and Speer Financial, Inc. Recommendations

Speer Financial, Inc. Senior Vice President Anthony Miceli presented the results of underwriter proposals received for the 2017 series refund bonds.

Anthony Miceli presented the proposal results received from seven firms, and recommended moving forward with approval of RBC Capital Markets as Senior Underwriting Manager, and Bernardi Securities as co-manager with sale of bonds at a 60% to 40% ratio, respectively. For the sale of bonds, Bernardi Security will match the RBC bond sale fee schedule of \$3.45 per \$1,000.

Commissioner Purcell asked what the projected savings will be from the refunding based on the underwriter proposals received. Anthony Miceli stated that the projected savings is just over \$1.2M.

Commissioner Purcell asked when the refunding will take place. Anthony Miceli reported that the refund bonds will be sold on open market in late February or early March, with the parameters ordinance presented for approval at the February 7, 2017 Commission meeting.

Commissioner Purcell made a motion to forward approval of the Speer Financial Inc. recommendations for underwriter services as presented to Commission for approval. Seconded by Commissioner Cullick. All, aye. Opposed, none.

Director Guritz stated that a motion to approve Ice-Miller as disclosure council in the amount of \$15,000 will also be presented for approval on the upcoming Commission meeting agenda.

Anthony Miceli reported that he had contacted Ice-Miller to serve as disclosure council, with a recommendation to approve their proposed fee of \$15,000 that will be included within the closing costs of the 2017 refunding.

VI. Kendall County Outdoor Education Center – License Agreement and KCOEC Services Overview

President Gilmour introduced Deanna Bazan, Director of the Kendall County Outdoor Education Center, to present an overview of Outdoor Education Center operations.

The Kendall County Outdoor Education Center is in its 47th year of operation, and has operated at Hoover Forest Preserve for the past 10-years.

Kendall County Outdoor Education Center reaches over 9,000 student participants each year, with most participation from the three cooperative school districts.

The Outdoor Education Center also runs summer camps in partnership with the District.

Director Bazan reported that as part of the license agreement, Outdoor Education Center staff keep the license agreement area mowed, clear of snow, and trails maintained including an annual inspection of the teams challenge course elements. Building improvements and maintenance projects have included roof and gutter replacements, window and door replacements, bathroom and kitchen renovations, drinking fountain and sidewalk projects, shelter construction, and construction of two fire rings.

The District assists with plowing and any tree removals within the license agreement area.

Deanna Bazan presented information on canoes recently purchased to support Outdoor Education Center and District programs.

Director Guritz stated that term of the license agreement will be 5-years, with the option to renew the agreement with Commission approval for a second 5-year term.

The Board of Commissioners expressed appreciation for all the Kendall County Outdoor Education Center has accomplished.

Director Guritz stated that two areas of the contract are under development. The first outlines shared use of the canoes and equipment owned by the Kendall County Outdoor Education center. The second provision will allow Kendall County Outdoor Education staff members to drive the District's 10-passenger van to support Fox River canoe trip programming.

Commissioner Davidson made a motion to forward the agreement to Commission for approval. Seconded by Commissioner Hendrix. Aye, all. Opposed, none. Motion passed unanimously.

VII. 2017 Farm License Agreement Renewals

Director Guritz presented a spreadsheet overview of terms for the 2017 farm lease agreements, with a recommendation to renew lease agreements under the same terms as the 2016 lease agreements for the Mathre farm lease agreement for cropland acres at Millbrook North and South and Millington Forest Preserves; the Roberts lease agreement for cropland acres at Baker Woods Forest Preserve; the Connell lease agreement for Baker Woods Forest Preserve; and the Collins lease agreement for Henneberry Woods Forest Preserve.

Director Guritz recommended a reduced base rent to \$175 per acre from \$195 per acre for the Ormiston 2017 lease agreement at Henneberry, including removal of yield payment provisions. In discussions with Chris and Maurice Ormiston, the timber soils within the cropland footprint produce lower yields, and it is important to keep this area under crop production until the District is prepared to restore the 4-acres to grassland and shrubland habitat.

Director Guritz stated that for the Fox River Bluffs lease agreement with Trenton Toftoy, the agreement will also need to be forwarded and approved by the Kendall County Board because 18-acres of cropland located within the Eldamain Road corridor is included as part of the agreement.

Commissioner Davidson stated that the District needs to insure and confirm that there will not be pesticide residues that could impact the installation of seeds, trees, and shrubs at Henneberry Forest Preserve and Fox River Bluffs prior to restoration. Director Guritz stated that the contracts did contain the needed provisions excluding use of certain pesticides, and that he would be checking in with Junior Collins to secure product labeling to confirm what pesticides have been applied over the past two years.

Commissioner Hendrix made a motion to forward the farm license agreements as presented and discussed. Seconded by Commissioner Cullick.

Director Guritz recommended renewal of the Connell hay field agreement to include a \$1 per small bale storage fee in order to store District inventory share year-to-year for delivery. Delivery charge is included at \$3.00 per mile transported, or approximately \$60.00 for each delivery. This provision will allow the District to continue to minimize staff support needed for handling of bales, and retain sufficient inventory for feeding District and Sunrise North horses year-to-year without need for purchase and restocking of hay on the open market.

Commissioner Hendrix asked what the result would be if for any reason there was a total loss of District-owned hay due to a fire. Director Guritz stated that minimally, the District would be owed \$3.50 per bale to compensate the District under the agreement for the loss.

President Gilmour called the question. All, aye. Opposed, none. Motion passed unanimously.

VIII. Review of Ellis Tent Rental Proposals

Director Guritz presented two tent lease proposals received from Blue Peak Tents of West Chicago, Illinois and Top Notch Rental Services of Naperville, Illinois.

Both proposals are comparable, and include the lease of a comparable tent model, sidewalls with windows, can lights and dimmer switch, and fans.

The Blue Peak tent lease proposal cost is \$18,444.00. The Top Notch Rental Services cost is \$15,255.00, and includes a damage waiver fee, representing a \$3,189.00 savings below the Blue Peak proposal cost.

Commissioner Davidson asked what amount is used for the District's bidding threshold. Director Guritz stated that the District's threshold is \$20,000.00.

Commissioner Purcell inquired into references for the company. Director Guritz stated that Mr. Vick met with the owner who met with him on site prior to developing the proposal, and he is recommending approval of the agreement with Top Notch Rental Services based on his experiences with the company.

Commissioner Prochaska made a motion to forward the Top Notch Rental Services proposal to the Commission for approval. Seconded by Commissioner Davidson. All, aye. Opposed, none.

IX. Natural Resources Technician Position Description Review

Director Guritz presented a final draft of the Natural Resources Technician position description.

Director Guritz reported that weekend and holiday work requirements were added to the description. Commissioner Prochaska made a motion to forward the position description to Commission for approval. Seconded by Commissioner Cullick.

President Gilmour requested clarification on the proposed essential duties of the position. Director Guritz confirmed that a section of the essential duties referring to unrelated activities performed by Grounds Maintenance staff will be deleted from the final description.

President Gilmour stated that primary roles will include working with volunteers, controlled burning, brush removals, seeding, planting.

All, aye. Opposed, none. Motion passed unanimously.

X. Executive Session

None.

XI. Director's Report

Director Guritz reported that Nelson Land Management will begin clearing efforts at Maramech Forest Preserve as part of the District's grant agreement with the US Fish and Wildlife Service.

Director Guritz reported that efforts are underway to develop the bid specifications for the restoration of Henneberry Woods Forest Preserve. The bids will cover first year planting and care, and seeding of the 45-acre footprint.

The District will be bidding the purchase of a 2-ton dump to replace the 1991 GMC, and securing quotes to replace a 2X4 John Deere gator, with existing vehicles traded in towards the purchase of the replacement vehicles.

The Committee of the Whole discussed the incident report, including the report of a staff member's encounter with an owl while closing preserves. The Committee discussed other recent wildlife sightings.

XII. Other Items of Business

None.

XIII. Citizens to be Heard

None.

XIV. Summary of Action Items to be Taken

Approved action items included the forwarding of RBC Capital Markets and Bernardi Securities as co-managing underwriting firms for the 2017 refund bonds, appointment of Ice-Miller as disclosure council for the 2017 refunding, approval of the Kendall County Outdoor Education Center license agreement, approval of the 2017 tent lease proposal with Top Notch Rental Services, approval of the Natural Resources Technician position description, and approval of the 2017 farm lease agreements as outlined during the meeting.

DRAFT

XV. Adjournment

Commissioner Purcell adjourned from the meeting. The meeting was summarily adjourned due to lack of a quorum. Meeting adjourned at 6:24 pm.

Respectfully submitted,

David Guritz
Director, Kendall County Forest Preserve District

**KENDALL COUNTY FOREST PRESERVE DISTRICT
JOB DESCRIPTION**

CLASS TITLE: Natural Resources Technician

WAGE CATEGORY: FLSA Non-Exempt

REPORTS TO: Superintendent of Grounds and Resources

EFFECTIVE DATE: January 17, 2017

SUMMARY:

Responsible for performing a variety of natural areas management and grounds maintenance duties throughout Kendall County Forest Preserve District Property. This position reports to the Forest Preserve Superintendent.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

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

- Performs a variety of horticultural tasks including, but not limited to, mowing, edging, aerating, trimming, fertilizing, controlling weeds, seeding and maintaining natural areas, trimming, planting, and pruning trees and shrubs, and treating and removing exotic and invasive species.
- Gathers, loads and hauls refuse and vegetation from grounds and user areas.
- Regularly uses, maintains and repairs tools of the trade (both powered and non-powered equipment) including, but not limited to chainsaw(s), mowing equipment, and other mechanical hand tools.
- Hauls and moves materials and supplies, as needed, for District and public use.
- Repairs and maintains District trails by performing duties including, but not limited to, removing fallen trees and limbs; repairing any damage caused by erosion or other factors; and installing wood chips, limestone screenings, and other trail surfaces.
- Collects GIS data for spreadsheet entry and management, including mapping of natural area plant communities, ecotypes, and threats.
- Supports Grounds and Natural Resources maintenance activity assignments, which may include:
 - Safe and effective operation and maintenance of District equipment including, but not limited to, small dump trucks, sod cutters, rototillers, chain saws, and trimmers.
 - Set up for events and volunteer work day functions; and ensuring facilities are clean and work day equipment preparations completed prior to the start of restoration work days.
 - Locates and removes refuse from District property.
- Performs controlled burns, brush removal, seed collecting, and other natural area management tasks.
- Supervises volunteers and the general public participating in natural area management workdays.
- Participates in emergency preparedness and response activities as assigned.
- Communicates District rules and regulations to the public, staff, and volunteers.
- Performs other duties as required or assigned.

SUPERVISORY RESPONSIBILITIES:

- No supervisory responsibilities beyond supervising volunteers and the general public participating in natural area management workdays.

QUALIFICATIONS:

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

A. EDUCATION and/or EXPERIENCE:

- Bachelor's degree in natural areas management and/or natural resources preferred.
- A minimum of two (2) years experience in natural area and grounds resource management or similar role, or equivalent combination of training and experience.
- Knowledge of grounds maintenance tools and equipment use.

- Completion of all assigned equipment and natural areas management training.

B. LANGUAGE SKILLS:

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

C. MATHEMATICAL SKILLS:

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

D. REASONING ABILITY:

- Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form.
- Ability to deal with problems involving several concrete variables in standardized situations.

E. CERTIFICATES, LICENSES, REGISTRATIONS:

- A valid Drivers' License and any other licenses/certifications necessary to operate District tools and equipment.
- A valid Illinois Pesticide Applicators License or, in the alternative, obtain a valid Illinois Pesticide Applicators License within the first ninety (90) days of employment.
- All other training, certificates and registrations required for the specific duties performed.

PHYSICAL DEMANDS:

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

WORK ENVIRONMENT:

- The noise level in the work environment is occasionally to frequently loud due to equipment operational noise.
- Employee must be able to perform all assigned job duties during normal business hours and after normal business hours, including weekends and holidays as required in the event of an emergency, special event, or restoration work day.
- Employee will be required to work in both indoor and outdoor work areas and in all weather conditions.
- Employee will be required to have frequent contact with animals, nature, volunteers, and other members of the general public.
- Employee may be exposed to various chemicals such as pesticides and fertilizers while performing assigned job duties.
- Employee will be required to operate a motor vehicle, and other heavy equipment to perform assigned job duties.

- Employee will be required to provide his or her own transportation to travel to and from meetings, training, conferences, and the various District preserves and locations.

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

Kendall County Forest Preserve District

Kendall County Forest Preserve District

Estimated Tax Impact Analysis

Before and After 2015, 2016 and 2017 Refinancings

		<u>Original Debt Service and Annual Tax</u>				<u>Savings From Refunding Bonds</u>			<u>New Debt Service and Annual Tax</u>				<u>Total Savings</u>	
Levy Year	Bond Year	Original 2007 Bond Debt Service	2012 Bond Debt Service	Total	Tax Rate	Est. Tax on Average Home (1)	2015 Actual	2016 Actual	2017 Estimated	Total Est. New Debt Service	Est. New Tax Rate	Est. Tax on Average Home (1)	Estimated Debt Service Savings	Estimated Tax Savings on Average Home (1)
2014	2016	\$3,704,125	\$378,150	\$4,082,275	\$0.1614	\$100				\$4,082,275	\$0.1614	\$100		
2015	2017	3,836,625	392,250	4,228,875	\$0.1603	99	\$57,005			4,171,870	\$0.1581	\$98	\$57,005	\$1.34
2016	2018	4,160,125	397,800	4,557,925	\$0.1710	106	57,685	\$70,450		4,429,790	\$0.1662	\$103	128,135	2.98
2017	2019	4,455,125	402,900	4,858,025	\$0.1823	113	53,365	69,050	\$203,538	4,532,073	\$0.1701	\$105	325,953	7.59
2018	2020	4,580,125	412,550	4,992,675	\$0.1873	116	54,130	67,850	202,138	4,668,558	\$0.1752	\$109	324,118	7.54
2019	2021	4,692,625	421,600	5,114,225	\$0.1919	119	55,165	71,850	202,238	4,784,973	\$0.1795	\$111	329,253	7.66
2020	2022	5,042,625	430,050	5,472,675	\$0.2054	127	61,200	70,850	203,638	5,136,988	\$0.1928	\$120	335,688	7.81
2021	2023	5,367,625	442,900	5,810,525	\$0.2180	135	57,120	65,050	203,638	5,484,718	\$0.2058	\$128	325,808	7.58
2022	2024	6,157,625		6,157,625	\$0.2311	143	58,380	499,650	205,388	5,394,208	\$0.2024	\$126	763,418	17.77
2023	2025	5,995,125		5,995,125	\$0.2250	140	59,640	225,238		5,710,248	\$0.2143	\$133	284,878	6.63
2024	2026	6,227,375		6,227,375	\$0.2337	145	60,900	225,963		5,940,513	\$0.2229	\$138	286,863	6.68
2025	2027	6,683,375		6,683,375	\$0.2508	156	58,575			6,624,800	\$0.2486	\$154	58,575	1.36
Total		\$60,902,500	\$3,278,200	\$64,180,700			\$633,165	\$1,365,950	\$1,220,575	\$60,961,010			\$3,219,690	\$74.96

Note: (1) Average home value assumed to be \$204,100, based on the 2010-14 US Census American Community Survey for the County. Annual tax based on the District's actual EAV for levy years 2014 and 2015 with no annual growth assumed thereafter.

Kendall County Forest Preserve District, Illinois Summary of Underwriter RFP Responses

Underwriter:					
Proposal Received On:					
Underwriting Fee:					
Estimated Additional Costs:					
Estimated Interest Rate Spread to the AAA MMD (as of 1/4):					
2018					
2019					
2020					
2021					
2022					
2023					
2026					
Estimated True Interest Cost (Includes proposed Spread and Expenses)					
General Experience:					
Specific Recent Illinois Experience with "A" Rated credits:					
Notes					

	RBC Capital Markets 1/6/2017 \$3.45 / \$1,000 All included in the underwriting spread 0.50% 0.55% 0.65% 0.70% 0.80% 0.85% 0.90% 2.6827% Large national underwriter with a strong national sales force for both institutional and retail sales. Growing general experience in Illinois. Successfully priced an A+ rated Non bank qualified issue in min-2016. Rates were attractive compared to other similar sales at the time. Nothing comparable more recent. Interest rates seem aggressive, but potentially achievable given past performance. However, the lack of recent performance makes confirming the interest rates difficult. Working for a much smaller fee than others, adding to the lower estimated true interest cost listed.				
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	Stifel 1/6/2017 \$4.20 / \$1,000 All included in the underwriting spread 0.50% 0.60% 0.65% 0.70% 0.75% 0.80% 0.85% 2.6843% Ranked 2 in Illinois for Non-bank qualified issues under \$100M by number of sales for 2016. Served on 17 non-bank qualified Illinois issues in the "A" category in 2016. Nearly all issues were for school districts. Served as senior manager on the District's 2016 Bonds. Proposed interest rates do not seem to be backed up by a recent sale by the firm. Recently sold a AA / AA insured community college with wider spreads than being proposed to the District. Also, recently sold a A- rated bank qualified issue at wider spreads than presented.				
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	Robert W. Baird & Co. 1/6/2017 \$4.50 / \$1,000 (based on the offering price) All included in the underwriting spread 0.52% 0.62% 0.75% 0.80% 0.82% 0.83% 0.85% 2.7424% Very large national underwriter with a very active competitive sale desk. Served on several Non-Bank Qualified issues post-election with strong results. Ranked number one in Illinois when considering both competitive and negotiated transactions. Served on several "A" category rated non bank qualified transaction in 2016. Of the eight total, half were negotiated issues. Proposed interest rates are very comparable with a recent Aa2 rated issue underwritten by the firm. Based on this, it would seem the interest rates are aggressive. However, the firm did competitively purchase two "A1" / Insured rated issues through these proposed rates.				
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	Bernardi Securities 1/5/2017 \$4.25 / \$1,000 All included in the underwriting spread 0.53% 0.64% 0.77% 0.89% 0.93% 0.97% 1.00% 2.8222% The firm has a large amount of experience in the State as a Illinois regional firm. Consistently has completed the highest number of issues for Illinois counties. A large amount of experience with similarly rated credits, thought much of the experience is with bank qualified. Provided examples of well priced "A" rated non-bank qualified transactions, though some were slightly dated. The Firm has performed well for the District on the past two issuances. The scale provided seems appropriate given recently sold issues.				
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Kendall County Forest Preserve District, Illinois Summary of Underwriter RFP Responses

Underwriter:	Hutchinson Shockey	DA Davidson	Fifth Third Securities
Proposal Received On:	1/6/2017	1/6/2017	1/6/2017
Underwriting Fee:	\$4.41 / \$1,000	\$4.50 / \$1,000	\$6.00 / \$1,000
Estimated Additional Costs:	All included in the underwriting spread	All included in the underwriting spread	All included in the underwriting spread
Estimated Interest Rate Spread to the AAA MMD (as of 1/4):	0.55% 0.65% 0.75% 0.85% 0.90% 0.95% 1.00%	0.75% 0.80% 0.90% 0.95% 1.00% 1.05% 1.05%	0.70% 0.80% 0.90% 1.00% 1.10% 1.20% 1.30%
Estimated True Interest Cost (includes proposed Spread and Expenses)	2.8298%	2.9026%	3.0967%
General Experience:	Top ten competitive underwriter nationally. Growing experience in Illinois.	Experience with similarly rated credits, including issues in the State.	Midwest presence with growing experience level in Illinois.
Specific Recent Illinois Experience with "A" Rated credits:	Significant recent comparable experience with Illinois issuers is highlighted, both competitive and negotiated sales. Comparable non-bank qualified issues sold in the last few months demonstrate the firm's ability to underwrite the issue at the proposed interest rates.	Strong pricing results on similarly rated issues sold recently. Much of the experience listed is for bank qualified bonds. Most comparable issue was sold very early in 2016.	Some recent experience, but no specific negotiated "A" rated issues to point to. Several strong sales for Kendall County issuers including the County's 2016 issue.
Notes	Interest rates provided seem fair based on recent comparable issues the firm has completed.	Interest rates provided seem fair to conservative based on their recent sales. The firm is carefully considering the current market volatility in its provided interest rate scale.	Interest rates seem fair to conservative based on recent sales.



Top Notch Rental Services

10s185 Schoger Dr. Ste 89, Naperville, IL 60564

Phone: (630) 999-3000

TOP NOTCH
RENTAL SERVICES

Website: topnotchrentalservices.com Email: info@topnotchrentalservices.com

FOR QUOTE ONLY

Bill To

Ellis House & Equestrian Marty Vick

Ellis House & Equestrian
13986 McKanna Rd
Minooka, IL 60447

Phone: (815)475-4035

Fax:

Deliver To

Ellis House & Equestrian
13986 McKanna Rd
Minooka, IL 60447

Contact Person

Marty Vick

Phone: (815)475-4035

Cell Phone:

Quote No: Q1054

Quote Date: January 5, 2017

Written By: Al Meister

Delivery: Apr 03, 2017 9am - 5pm

Event Starts: Apr 03, 2017 12:00 am

Event Ends: Oct 31, 2017 11:59 pm

Pick-up: Oct 31, 2017 9am - 5pm

Delivery Method: Delivery/Setup Full

Qty	Description	Size	Unit Price	Bill. Days	Total
Fans					
8	Fan - 12" Versa Cool Fan		\$0.00	1	\$0.00
Lighting					
6	Lighting - Globe Chandelier		\$0.00	1	\$0.00
4	Lighting - Pole Bracket		\$0.00	1	\$0.00
8	Lighting - 36" Mounting Bracket		\$0.00	1	\$0.00
1	Lighting - 2000 Watt Dimmer		\$0.00	1	\$0.00
Sidewalls					
11	Sidewall - 7' x 20' - Window - P		\$0.00	1	\$0.00
Tents					
1	Tent - 40' x 80' - Pole <i>All Tents Require An Additional 5' Around Perimeter To Be Properly Secured. Please Ensure The Location Of Installation Is Completely Unobstructed And All Animal Waste Is Removed Prior To Delivery.</i>		\$0.00	1	\$0.00
Z Misc					
1	Misc - Package Deal <i>This Is A Package Deal For Full Season Rental. All Maintenance To Be Performed By Top Notch Rental Services As Needed.</i>		\$14,500.00	1	\$14,500.00

Order Subtotal: \$14,500.00

Damage Waiver (5.00%): \$725.00

Delivery Charge: \$30.00

TOTAL: \$15,255.00

THIS IS A QUOTATION ONLY

NO ITEMS ARE RESERVED AT THIS TIME

PLEASE REPLY TO THIS EMAIL IF YOU WISH TO PROCEED

OR YOU MAY CALL (630) 999-3000 TO SECURE YOUR ORDER

WE LOOK FORWARD TO EXCEEDING YOUR EXPECTATIONS!

FARM LEASE AGREEMENT #17-01-001

Baker Woods Forest Preserve – West Section

This Agreement is made this 17th day of January, 2017 (“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 the County of Kendall, Township of Seward and State of Illinois described as:

PIN#s: 09-16-200-013

WHEREAS, Licensee desires to use 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 61.0 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 an annual use fee for a term of one (1) year for each year of this three year license, beginning on January 18, 2017, and ending on December 31, 2017 subject to the conditions and limitations hereinafter mentioned.

Licensee shall pay Licensor a Base Rate of \$202.65 per tillable acre for each License year. The Base Rate shall be payable no later than May 30, 2017, 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 of each license year from January through October. The Basis shall be fixed at \$0.30 for corn and \$0.40 for soybeans.

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

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

The Flexible Rate is payable on or before December 31 of each license year. Should the computed Flexible Rate be less than the Base Rate, then the Base Rate shall be the total due to 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. 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, 2016. 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 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. Licensee shall provide grain sheets to 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 License with a seed mix approved by Licensors. Licensors shall provide map to Licensee showing buffer areas to be planted.
12. Pesticide Use
- A. Licensee shall, and shall cause all other persons working on the Subject Property, to follow all label instructions of any pesticides used on the Subject Property. Upon signing this Agreement, Licensee shall supply Licensors with a copy of a valid State of Illinois pesticide applicator's license for each person who will be applying pesticide on the Subject Property during the term of this Agreement. If any such licenses expire during the term of this Agreement, Licensee shall be responsible for obtaining a renewal or new license to replace such an expired license and shall promptly provide Licensors with a copy thereof.
- B. No pesticides shall be stored on the Subject Property unless they are in original, labeled containers, and then only during the period during which such pesticide is applied, which shall not exceed ten (10) days.
- C. Licensee shall provide Licensors with a record of pesticide applications, including dates of applications, types and amounts of pesticide used, fields treated, and the identity of the applicator for each application.
- D. Licensee is responsible, at the Licensee's sole expense, to repair any damage done to native vegetation due to pesticide drift and to repair rutting caused by farm equipment in non-tilled areas owned by the Licensors.

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

14. The Licensee agrees to take care of the Subject Property, not to alter or change the physical landscape of the Subject Property and to farm 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. Financial arrangement shall be mutually agreed upon by Licensors and Licensee should these services be requested.

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 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 Licensors upon request of Licensors.

- C. Licensee shall hold harmless, indemnify, and defend the Licensor, its Commissioners, Officers, Agents, Attorneys and Employees against any and all losses, expenses, claims, costs, causes and damages, including without limitation litigation costs and attorneys' fees, on account of (a) any failure on the part of the Licensee to perform or comply with any terms or conditions of this Agreement, or (b) any personal injuries or death or damages to property arising from, occurring, growing out of, incident to, or resulting directly or indirectly from the grant of this License or the use of the Subject Property or the structures by Licensee. The provisions of this section shall be in addition to, and shall not be limited by, the amounts of any insurance provided by Licensee pursuant to this Agreement.
19. This License is not assignable or transferable to any person, company, or corporation, in whole or in part.
20. It is mutually agreed that the Licensee is an independent contractor, not subject to the control of the Licensor and is not an employee of the Licensor.
21. Licensee shall, and without any charge to District, keep the Subject Property free of any and all liens against the Subject Property in favor of any person whatsoever for or by reason of any equipment, material, supplies or other item furnished, labor performed or other thing done in connection with Licensee's use or occupancy of the Subject Property (a "Lien"). If the Subject Property becomes encumbered with any Lien, Licensor may, at Licensor's option, terminate this Agreement or direct Licensee to remove any such lien from the subject property. Licensee shall remove such Lien promptly and, in any event, not later than five (5) days after being directed to do so in writing by District. District shall have the right to remove or satisfy any Lien upon the Subject Property at any time with or without notice to Licensee, and shall be reimbursed by Licensee within ten (10) days after such amount is incurred, any amount that District incurs to remove or satisfy the Lien, including the costs, expenses, attorneys' fees, and administrative expenses incurred by District in connection therewith or by reason thereof.
22. Licensee shall give all notices, pay all fees, and take all other action that may be necessary to ensure that all activities on the Subject Property are provided, performed, and completed in accordance with all applicable laws, statutes, rules, regulations, ordinances, and requirements, and all required governmental permits, licenses or other approvals and authorizations that may be required in connection with providing, performing, and completing such activities.
23. This Agreement shall be interpreted and enforced under the laws of the State of Illinois and the parties agree that the venue for any legal proceeding between them shall be Kendall County, Twenty-third Judicial Circuit, State of Illinois.
24. In any action with respect to this Agreement, the parties are free to pursue any legal remedies at law or in equity. The prevailing party by 75% or more of damages sought, in any action brought pursuant to this Agreement shall be entitled to reasonable attorneys' fees and court costs arising out of any action or claim to enforce the provisions of this Agreement.

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

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

Licensors:

Kendall County Forest Preserve District

By: _____
Judy Gilmour, President

Date: _____

Licensee:

By: _____
Kyle Connell, 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 #17-01-002

Baker Woods Forest Preserve – East Section

AGREEMENT made this 17TH day of January, 2017 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 18, 2017, and ending on December 31, 2017 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, 2017, 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, 2017. 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 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.
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 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 Licenser 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 Licenser. Licensee shall provide grain sheets to Licenser.

- 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 Licenser 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 Licenser 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 Licenser 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 Licenser.

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, Licenser 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, 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.

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 #17-01-003

Fox River Bluffs Property

This AGREEMENT is made this 7th day of February, 2017 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 Lessor 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 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 corn in 2017, 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 8, 2017, and ending on December 31, 2017 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, 2017, 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 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 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 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 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 Licensors and is not an employee of the Licensors.

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

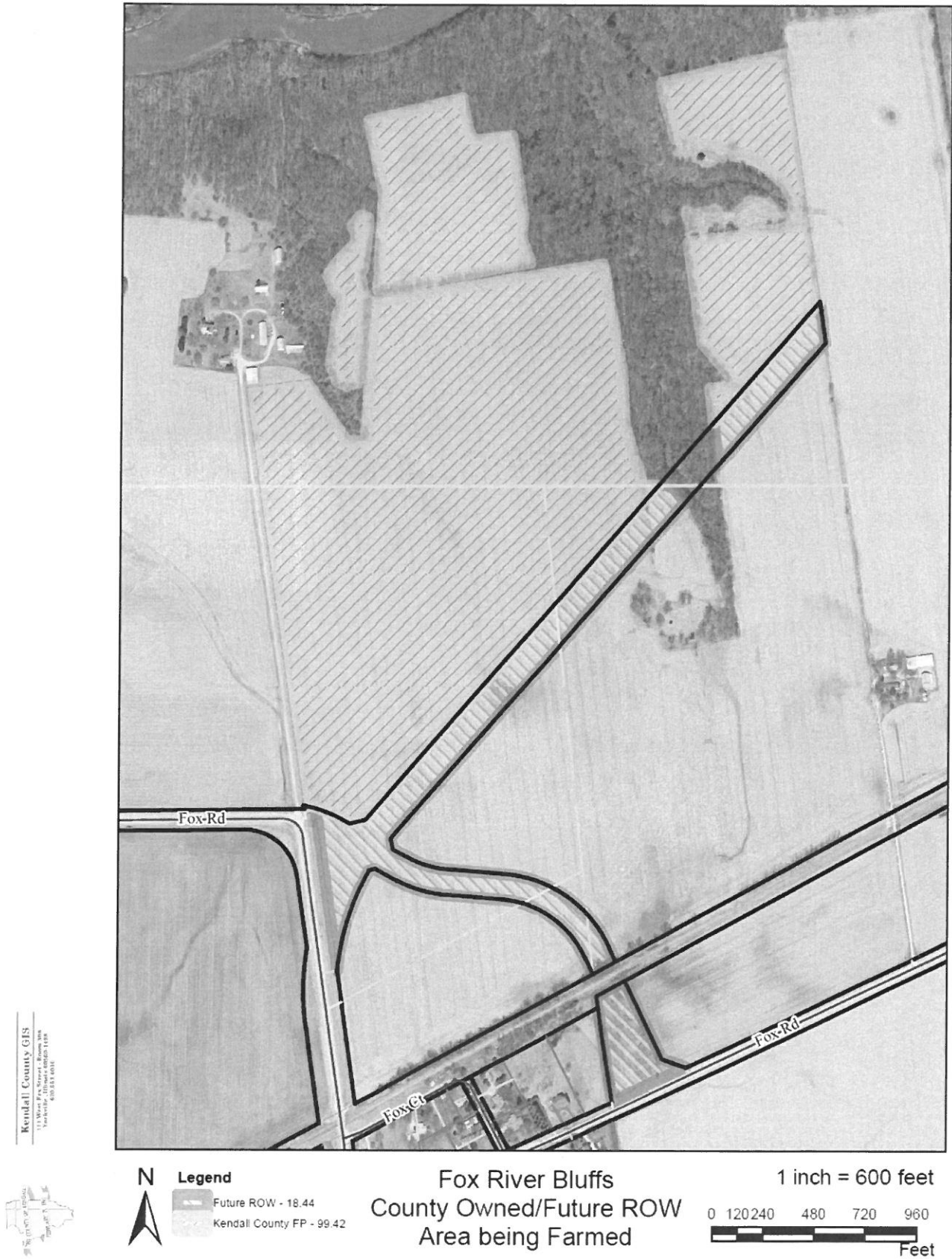
Date: _____

Licensee:

By: _____
Trenton Toftoy, Farm Operator

Date: _____

Farm Lease Agreement #17-01-003 – Exhibit A



FARM LEASE AGREEMENT #17-01-005

Henneberry Property

AGREEMENT made this 17th day of January, 2017 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 18, 2017, and ending on December 31, 2017 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, 2017, and Licensee agrees that failure to pay by this date may terminate this License.

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

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

4. The Licensor agrees that the Licensee may, without further license on the part of the Licensor, use the Subject Property for the purpose of farming the land. If there are highly erodible soils on the Subject Property, the Licensee is responsible for maintaining the soil according to the methods adopted in Licensee's farming plan approved by the Kendall County Soil and Water Conservation District. Said report must be submitted to the Licensor on or before ground breaking on the first year covered by this License. Failure to submit this report by this date may terminate this License.
5. The Licensee has inspected the Subject Property and structures prior to signing this Agreement and accepts the conditions of these "as is."
6. The Licensee agrees to farm the Subject Property in a husband-like manner, utilizing conservation tillage methods.
7. Licensee shall keep and provide to the Licensor the following records:
 - A. Soil Samples – The Licensee shall conduct annual soil testing (2.5 acre grid), with such costs split evenly with the Licensor. Soil test results shall be due to the Licensor by December 30, 2016. The Licensee shall apply the minimum amount of fertilizer required to maintain the soil fertility at:
 - i. For corn, P (phosphorus) shall be maintained at 80 pounds per acre and K (potassium) shall be maintained at 50 pounds per acre.
 - ii. For soybeans, P (phosphorus) shall be maintained at 50 pounds per acre and K (potassium) shall be maintained at 75 pounds per acre.
 - B. Global Positioning System data of crops and yields harvested.
 - C. Fertilizers and rates applied.
 - D. Pesticide applications, including dates of applications, types and amounts of pesticide used, fields treated, and the identity of the applicator for each application.
8. Fertilizer replacement of P (phosphorus) and K (potassium) will be calculated using crop removal method as outlined in the Illinois Agronomy Handbook. Replacement of P and K for a crop year calculated on total nutrient removal per tillable acre and applied at the Licensee's expense for product and application. No carry over credit will be allowed from previous year's application.
9. If Licensee applies limestone to the Subject Property, the cost of the limestone will be depreciated at 25% annually. If the Licensee farms the Subject Property for a period less than four (4) years, the Licensor will reimburse the Licensee for the cost of the limestone less the total annual depreciation. Lime shall be applied when less than 6.2.
10. The Licensee shall deliver and sell the crop yield to no buyers other than those listed below without the written approval of the Licensor.
 - A. _____
 - B. _____
 - C. _____
11. It is agreed that the tillable land on this farm should be devoted to row crops. The Licensor may require an un-tilled buffer a minimum of 10 feet from certain woodlands or

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

12. Pesticide Use

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

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

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

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

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

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

shall be reimbursed, provided that the Licensee provides fertilizer and pesticide receipts for these costs. Other than amount for planted but unharvested crops, fertilizer and pesticide costs, as provided in this section, Licensee hereby waives its rights to request or seek any other amount from Licensor in the event the License granted herein is terminated.

18. Insurance & Liability

- A. The Licensee shall maintain one million dollars (\$1,000,000.00) of liability insurance on the Subject Property with an insurance company acceptable to the Licensor. Licensee shall purchase insurance with said company naming the Licensor as additional insured on the liability policy. Proof of such coverage must be on file with the Licensor on or before March 31st of the 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.

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

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

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

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

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

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

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

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

Licensor: Kendall County Forest Preserve District

By: _____
Judy Gilmour, President

Date: _____

Licensees:

By: _____
Maurice Ormiston, Jr.

Date: _____

By: _____
Chris Ormiston

Date: _____

FARM LEASE AGREEMENT #17-01-006

AGREEMENT made this 17th day of January, 2017 between the KENDALL COUNTY FOREST PRESERVE DISTRICT, a Body Corporate and Politic, 110 West Madison Street, Yorkville, IL, 60560, Licensors; and Mark Mathre, of 13505 Newark 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 grant to the Licensee a farm License in exchange for the following goods, services, and considerations, submitted as a use fee for a term of one (1) year, beginning on January 18, 2017, and ending on December 31, 2017 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, 2017, 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, 2017. 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 2017 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, 2016. 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.