

**KENDALL COUNTY FOREST PRESERVE DISTRICT  
MEETING AGENDA**

**TUESDAY, FEBRUARY 4, 2020  
6:00 P.M.**

**KENDALL COUNTY BOARD ROOM**

- I. Call to Order
- II. Pledge of Allegiance
- III. Invocation
- IV. Roll Call
- V. Approval of Agenda
- VI. Public Comments
- VII. Planning and Advisory Committee – Chairman’s Report

**CONSENT AGENDA**

- VIII. \*Approval of Claims in the Amount of \$11,212.66
- IX. \*MOTION: Approval of a Proposal from Innovative Underground of Sandwich, Illinois for the Repair of the Outflow Drain Tile for Subat Forest Preserve for an Amount Not-to-Exceed \$2,700.00
- X. \*MOTION: Approval of a Service Agreement and Proposal between the Board of Trustees of the University of Illinois – Public Service Archaeology & Architecture Program to Complete a Historic Engineering Records Recordation of the Millbrook Bridge in Kendall County, Illinois for an Amount Not-to-Exceed \$3,989.00
- XI. \*MOTION: Approval of an Amended “Exhibit A” to the Kendall County Forest Preserve District Pickerill-Pigott Forest Preserve Resident - Executive Director House Lease Agreement Approved by Commission on August 13, 2019
- XII. \*MOTION: Approval of Farm Lease Agreement #20-02-001 with Mark and Tom Mathre for the Lease of 157.31 Acres of District Property at Millbrook North; 118.58 Acres at Millbrook South, and 127.41 Acres at Millington Forest Preserve for a Total Amount of \$79,890.50 for Base Rent, Including a \$0.01 per Bushel Surcharge for Grain Dryer Use, Utility Bill Reimbursement, Plus a Calculated Yield Payment
- XIII. \*MOTION: Approval of Farm License Agreement #20-02-002 with Tom Anderson of Somonauk, Illinois for the Lease of 6.25 Acres of District Property at Little Rock Creek Forest Preserve for a Total Amount of \$625.00 for Base Rent

**OLD BUSINESS**

No items posted for consideration

**NEW BUSINESS**

- XIV. \*MOTION: Approval of Contract for the Millbrook Bridge Removal Project #20-01-001 with D. Construction, Inc. of Coal City, Illinois for an Amount Not-to-Exceed \$476,784.03
- XV. \*MOTION: Approval of a \$5,000.00 Contribution to the Village of Minooka in Support of a FY21 Illinois Department of Natural Resources - Regional Trails Program Grant Application to Support a Phase II Wetland Trail Development Project at Aux Sable Springs Park, Subject to Receipt of a Successful Award of Grant Funding and Trail Construction Contract
- XVI. Executive Session
- XVII. Other Items of Business
  - HB4405 – Proposed OSLAD Act Amendment
  - KCFPD - Preserve Closings Procedure During Hazardous Weather Warnings
- XVIII. Public Comments
- XIX. Adjournment

*(\* Requires affirmative vote of the majority of those elected (6) for passage (KCFPD Rules of Order Section G.2.b.v.a)*

Kendall County Board Room - 111 W. Fox Street - 2<sup>nd</sup> Floor - Yorkville, Illinois 60560

If special accommodations or arrangements are needed to attend this District meeting, please contact the Administration Office at 630-553-4025 a minimum of 24-hours prior to the meeting time.

To: Kendall County Forest Preserve District Finance Committee

From: David Guritz, Executive Director

RE: Consent Agenda Cover Report

Date: February 4, 2020

**Innovative Underground, Inc. Proposal**

This proposal will fix a broken tile section impeding outflow of the drain tile at Subat Forest Preserve. Adjacent landowner permissions have been granted.

**U of I Public Service Archaeology & Architecture Program Proposal**

Approval of this proposal will complete the required State Historic Preservation Office report and permit-MOU requirements for the Millbrook Bridge Project.

**Pickerill Estate House – Amended Exhibit A**

This revised exhibit will define the areas of the Pickerill estate house basement available for County and District storage.

**Farm License Agreements**

The two license agreements are recommended for renewal under the same terms as the prior year for both agreements.

# Claims Listing

1/29/2020 12:06:03 PM

Department	Vendor #	Vendor Name	Invoice #	Invoice Description	GL Account	Invoice Amount
Ellis Barn	21	ADS, INC	147996-1045	Ellis - Alarm Monitoring	19001161 62270	\$168.13
					<b>Sub-Total</b>	<b>\$168.13</b>
	1323	MENARDS	73101	Ellis - Barn	19001161 68580	\$141.53
					<b>Sub-Total</b>	<b>\$141.53</b>
				<b>Ellis Barn Total</b>	<b>\$309.66</b>	
Ellis Grounds	1323	MENARDS	72789	Ellis-Grounds	19001162 68580	\$59.65
					<b>Sub-Total</b>	<b>\$59.65</b>
					<b>Ellis Grounds Total</b>	<b>\$59.65</b>
Ellis House	21	ADS, INC	147996-1045	Ellis - Alarm Monitoring	19001160 62270	\$168.14
	2047	COMED	9361548011	Ellis House	19001160 62270	\$522.67
					<b>Sub-Total</b>	<b>\$690.81</b>
	124	BARRETT'S ECOWATER	10381-EL	Ellis - Water	19001160 68580	\$25.00
	1323	MENARDS	72125	Ellis - House-Grounds Supplies	19001160 68580	\$64.34
	1323	MENARDS	73578	Ellis - Supplies	19001160 68580	\$79.14
				<b>Sub-Total</b>	<b>\$168.48</b>	
				<b>Ellis House Total</b>	<b>\$859.29</b>	

1323	MENARDS	73587	Educ Dept - Birthday Party Supplies	19001179	63030	\$2.94
				<b>Sub-Total</b>		<b>\$2.94</b>
				<b>Environ. Educ. Other Pblc Prg</b>	<b>Total</b>	<b>\$2.94</b>
1871	JESSICA VOSBURGH	Nat'l Beg - Reimburs	Nat'l Beg Reimbursement	19001178	63030	\$19.25
				<b>Sub-Total</b>		<b>\$154.95</b>
1935	STEPHANIE WIENCKE	Nat'l Beg 123019	Nat'l Beg - Supplies	19001178	63030	\$135.70
				<b>Sub-Total</b>		<b>\$154.95</b>
				<b>Environmental Educ. Natrl Beg.</b>	<b>Total</b>	<b>\$154.95</b>
<b>Forest Preserve Director</b>						
884	ILLINOIS TOLLWAY	G12700003342	Tollway Fees & I-Pass	190011	62000	\$44.00
1192	KONICA MINOLTA	24787511	Monthly Lease Jan	190011	62000	\$203.01
1192	KONICA MINOLTA	9006416202	monthly clicks 12/13-12/12/2020	190011	62000	\$169.59
				<b>Sub-Total</b>		<b>\$416.60</b>
67	AMEREN IP	2786444006	Millbrook South	190011	63510	\$195.90
2047	COMED	9361578000	Baker Woods	190011	63510	\$19.10
				<b>Sub-Total</b>		<b>\$215.00</b>
7	A&B EXTERIORS, LLC.	5206	Soffit & Fascia Repair - Harris	190111	68500	\$650.00
				<b>Sub-Total</b>		<b>\$650.00</b>

1827	UPLAND DESIGN LTD	19-737-04	Pickenill Pigott Upland - 11/14 - 12/31/2019	190711	68530	\$3,842.50
				<b>Sub-Total</b>		<b>\$3,842.50</b>
				<b>Forest Preserve Director</b>	<b>Total</b>	<b>\$5,124.10</b>
465	EMILY DOMBROWSKI	Jan 9 2020	Boot Allowance	19001183	62400	\$70.00
2170	ANTOINETTE MECIEJ	Educ 011320	Boot Allowance	19001183	62400	\$67.93
				<b>Sub-Total</b>		<b>\$137.93</b>
1452	NICOR	85 66 26 1012	Millbrook South	19001183	63090	\$474.09
1452	NICOR	87 94 61 1000	Harris	19001183	63090	\$178.36
				<b>Sub-Total</b>		<b>\$652.45</b>
1849	VERIZON	9846620237	Cell Phones	19001183	63540	\$886.85
				<b>Sub-Total</b>		<b>\$886.85</b>
				<b>Grounds and Natural Resources</b>		<b>Total</b>
				<b>Total</b>		<b>\$1,677.23</b>
2166	DOUG KREIGER	19-00284	Hoover Sec Dep Refund	19001171	63040	\$100.00
				<b>Sub-Total</b>		<b>\$200.00</b>
2168	TIM HICKEY	19-00206	Bunkhouse Sec Dep Rtn	19001171	63040	\$100.00
				<b>Sub-Total</b>		<b>\$200.00</b>
1452	NICOR	22 82 70 8302	Hoover Shop	19001171	63090	\$51.00
1452	NICOR	23-33-66-9829 7	Hoover Rookery	19001171	63090	\$135.82

**Hoover**

1452	NICOR	24 61 42 0362	Hoover Blazing Star	19001171	63090	\$99.48
1452	NICOR	28 23 52 9973	Hoover Moonseed	19001171	63090	\$98.51
1452	NICOR	30 83 10 3489	Hoover Kingfisher	19001171	63090	\$121.90
1452	NICOR	50 98 01 9712	Hoover Meadowhawk	19001171	63090	\$46.68
1452	NICOR	72 38 93 7412	Hoover House	19001171	63090	\$72.03
1452	NICOR	88 55 14 0114	Hoover Maint Bldg	19001171	63090	\$120.10
					<b>Sub-Total</b>	<b>\$745.52</b>
84	ARTLIP AND SONS INC	0197399	Hoover-Furnace Repair	19001171	63120	\$288.50
590	FOX VALLEY FIRE & SAFETY	IN00329024	Hoover Single Tank System	19001171	63120	\$94.50
1152	KENDALL PLUMBING & HEATING	20030073	Hoover Blazing Star- Thermostat Repair	19001171	63120	\$388.00
1152	KENDALL PLUMBING & HEATING	20030078	Hoover Meadowhawk- Toilet Repair	19001171	63120	\$625.00
					<b>Sub-Total</b>	<b>\$1,396.00</b>
1744	JAY TECKENBROCK	Hoover - Holiday Par	Hoover-Holiday Party	19001171	66500	\$65.70
					<b>Sub-Total</b>	<b>\$65.70</b>
3	1ST AYD CORP	PS1334755	Hoover-Ice Melt	19001171	68580	\$617.62
					<b>Sub-Total</b>	<b>\$617.62</b>
				<b>Hoover</b>	<b>Total</b>	<b>\$3,024.84</b>
					<b>Grand Total</b>	<b>\$11,212.66</b>



# INNOVATIVE UNDERGROUND

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

Kendall County Forest Preserve District  
Attn: Dave Guritz  
Yorkville IL

**PROPOSAL**  
11/25/2019

PROJECT: SUBAT FOREST PRESERVE, PLANO, IL, STORM SEWER IMPROVEMENTS

NO.	ITEM	PROPOSED AMOUNTS			
		QTY	U/M	PRICE	AMOUNT
1	REPAIR PIPE AT "SINKHOLE" LOCATION	1	LS	\$ 2,700.00	\$ 2,700.00

**PROPOSAL TOTAL**

**\$ 2,700.00**

**SCOPE OF WORK:**

- DIG AROUND PIPE TO EXPOSE DEFECT IN PIPE
- INSTALL NEW PIPE WITH REPAIR COUPLINGS
- BACKFILL

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

\_\_\_\_\_  
DATE

PROPOSAL VALID FOR 30 DAYS

TERMS: DUE UPON COMPLETION

WARRANTY: 5 YEARS FROM DATE OF INSTALLATION FOR LINERS

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

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

\_\_\_\_\_  
DATE

UNIVERSITY OF ILLINOIS  
AT URBANA-CHAMPAIGN

**Public Service Archaeology  
& Architecture Program**  
Department of Anthropology  
1707 South Orchard Street  
Urbana, Illinois 61801



*phone* (217) 333-1636  
*fax* (217) 244-3490

29 January 2020

Mr. Dave Guritz  
Director  
Kendall County Forest Preserve District  
110 West Madison Street  
Yorkville, IL 60560

Dear Director Guritz:

Thank you for your interest in a proposal from the Public Service Archaeology & Architecture Program for a Historic Illinois Engineering Records (HIBS) recordation of a bridge in Kendall County, Illinois. Enclosed you will find a copy of our proposal and cost estimate to conduct the investigation.

Should you elect to have the University of Illinois conduct the project, I will serve as the Project Director and either Ms. Marcy Prchal or Mr. David Halpin will serve as Project Architectural Historian. To establish this work we will need to create a formal contract. I can send you a Standard University Service Agreement for your consideration. We will be able to begin work on this immediately. Please feel free to contact me with questions or concerns regarding this proposal.

Once again, thanks for requesting a bid from us.

Sincerely,

*Kevin McGowan*  
Kevin P. McGowan

a: Proposal and Budget





## Service Agreement

This Service Agreement ("Agreement") is between THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS, a body corporate and politic organized and existing under the laws of the State of Illinois, doing business on its Urbana-Champaign campus, through Sponsored Programs Administration, 1901 South First Street, Suite A, Champaign IL 61820-7406 ("UNIVERSITY"), and Kendall County Forest Preserve District, organized and existing under the laws of Illinois with its principal offices at 110 West Madison Street, Yorkville, Illinois 60560 ("COMPANY"). The parties may be referred to individually as "party" and collectively as the "parties."

### Article 1: Purpose

COMPANY desires to engage the expertise of UNIVERSITY to conduct a Historic Illinois Engineering Records documentation of the Millbrook Bridge.

### Article 2: Scope of Services

**2.1 Services to Be Performed.** UNIVERSITY will use reasonable efforts to perform the project titled Historic Illinois Engineering Records Recordation of the Millbrook Bridge in Kendall County, Illinois and more fully described in the Scope of Work attached to this Agreement as Exhibit A ("Services").

**2.2 Technical Contacts.** Each party appoints the following individual to serve as its technical contact during the performance of the Services. Each party will notify the other of any change in the technical contact in accordance with the notice requirements of this Agreement.

UNIVERSITY: Dr. Kevin McGowan

COMPANY: Mr. Dave Guritz

### Article 3: Term and Termination

**3.1 Term.** The term of this Agreement shall be 02/01/2020 through 06/30/2020.

**3.2 Termination for Cause.** In the case of material breach by either party, the non-defaulting party may terminate this Agreement at any time upon written notice if the breaching party fails to cure the breach within 30 days after receipt of written notice.

**3.3 Termination for Convenience.** Either party may terminate this Agreement for convenience upon 60 days' prior written notice to the other party.

**3.4 Effect of Early Termination.** In the event of early termination, COMPANY shall pay UNIVERSITY for Services performed through the date of termination including all non-cancelable obligations, even though obligations may extend beyond the termination date.

### Article 4: Compensation

**4.1 Compensation and Payment.** This is a fixed price agreement. COMPANY will pay UNIVERSITY \$ 3,989.00 in accordance with the following payment schedule \$ 1,995.00 within

30 days of fully executed contract and \$ 1,994.00 within 30 days of the submission of the 100 percent documents..

**4.2 Remittance Instructions.** COMPANY will pay UNIVERSITY through one of the following payment options:

(a) By check made payable to the "University of Illinois" and mailed to:

University of Illinois
Sponsored Programs Administration, Post-Award
28392 Network Place
Chicago, IL 60673-1283
U.S.A.

(b) By Automated Clearinghouse ("ACH") sent to UNIVERSITY's bank account:

Financial Institution	JP Morgan Chase Bank, N.A.
Address	10 South Dearborn Chicago, IL 60603-2300, USA
Nine-Digit Routing Transit Number	071000013
Depositor Account Title	The Board of Trustees of the University of Illinois, EDI Receipts and Federal Depository
Depositor Account Number	616002911
Type of Account	Checking

(c) Domestic/International Wire. By Wire transfer sent to UNIVERSITY's bank account:

Financial Institution	JP Morgan Chase Bank, N.A.
Address	4 New York Plaza, FI 15 New York, NY 10004
Nine-Digit Routing Transit Number	021000021
Depositor Account Title	The Board of Trustees of the University of Illinois, EDI Receipts and Federal Depository
Depositor Checking Account Number	616002911
Swift Code:	CHASUS33XXX
Type of Account:	Checking

## Article 5: Confidentiality

**5.1 Confidentiality Obligation.** Each party will advise its employees to use reasonable efforts to hold in confidence all proprietary information received from the other party in connection with the Services ("Confidential Information"); provided, however, that each party may share Confidential Information with third parties to the extent necessary to perform the Services under terms consistent with this Agreement. For written disclosures, the party disclosing Confidential Information will mark the information "Confidential" at the time of disclosure. For oral or visual disclosures, the party disclosing Confidential Information will designate the information "Confidential" at the time of disclosure and confirm such designation in writing to the other party no later than 30 days after disclosure. Each party's obligation of confidentiality shall extend for three years from disclosure and shall not apply to information that: (a) was in recipient's possession on a non-confidential basis prior to receipt from disclosing party; (b) is in the public

domain or is general or public knowledge prior to disclosure, or after disclosure, enters the public domain or becomes general or public knowledge through no fault of recipient; (c) is properly obtained by recipient from a third party not under a confidentiality obligation to disclosing party; (d) is explicitly approved for release by written authorization of disclosing party; (e) is or has been developed by recipient independent of recipient's access to disclosing party's Confidential Information; or (f) is required by law or court order to be disclosed.

**5.2 Response to Information Request.** If UNIVERSITY receives a request under the Illinois Freedom of Information Act or a request by legal process to disclose Confidential Information, UNIVERSITY will use reasonable efforts to provide prompt notice to COMPANY and will reasonably cooperate with COMPANY to protect any COMPANY Confidential Information; provided, however, that UNIVERSITY's good faith compliance with any such request shall not constitute a breach of this Agreement.

## **Article 6: Rights in Work Product**

"Deliverables" are those tangible items, as distinguished from intangible (intellectual) property, that are to be delivered by UNIVERSITY to COMPANY as part of the Services in accordance with Exhibit A. Title to existing intellectual property used by UNIVERSITY in performing the Services shall remain vested in the original owner. Title to all intellectual property conceived or made by UNIVERSITY employees and agents in performance of the Services shall vest in UNIVERSITY. Deliverables will be the property of COMPANY; however, all methodologies, technologies and know-how described in the Deliverables or used by UNIVERSITY to create the Deliverables shall be the exclusive property of UNIVERSITY. UNIVERSITY retains the right to use the Deliverables for research and academic purposes.

## **Article 7: Insurance**

During all times relevant to this Agreement, each party will maintain insurance in accordance with the requirements of local law and will maintain general liability insurance with limits sufficient to cover the activities of its employees and agencies performing the Agreement. The insurance may be maintained in the form of a self-insurance plan or commercial insurance policies.

## **Article 8: Disclaimer of Warranties/Liabilities**

UNIVERSITY PROVIDES ALL DELIVERABLES AS-IS, WITHOUT WARRANTIES OF ANY KIND. UNIVERSITY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR USE, MERCHANTABILITY, AND NON-INFRINGEMENT OF THIRD PARTY PROPERTY RIGHTS. UNIVERSITY WILL NOT INDEMNIFY COMPANY AGAINST, OR ASSUME LIABILITY FOR, ANY THIRD PARTY CLAIMS ARISING FROM THE SERVICES OR COMPANY'S USE OF THE DELIVERABLES.

## **Article 9: General Provisions**

**9.1 Force Majeure.** Each party will be excused from performance of the Agreement only to the extent that performance is prevented by conditions beyond the reasonable control of the affected party. The party claiming excuse for delayed performance will promptly notify the other party and will resume its performance as soon as performance is possible.

**9.2 RELATIONSHIP OF THE PARTIES.** This Agreement does not create an agency, partnership, or joint venture relationship between the parties.

**9.3 Use of Name.** A party shall not use the name of the other party in any form of advertising or publicity without the express written permission of the other party. COMPANY shall seek permission from UNIVERSITY by submitting the proposed use, well in advance of any deadline, to the Associate Chancellor for Public Affairs, University of Illinois, Third Floor Swanlund Administration Building, 601 East John Street, Champaign, IL 61820; Email [publicaffairs@illinois.edu](mailto:publicaffairs@illinois.edu).

**9.4 Severability.** If any provision of this Agreement is held unenforceable, the provision shall be severed and the remainder of this Agreement will continue in full force and effect.

**9.5 Merger.** This Agreement with all attachments constitutes the entire understanding of the parties concerning the subject matter of this Agreement and supersedes all previous or contemporaneous communications, either verbal or written, between the parties and relating to the same. Purchase orders issues after this Agreement is signed do not amend or supplement the terms of this Agreement but are issued as a payment mechanism only.

**9.6 Assignment.** Neither party may assign this Agreement, in whole or in part, without the prior written approval of the other party.

**9.7 Amendments.** No modification of this Agreement shall be effective unless made by a written amendment signed by each party's authorized signatory.

**9.8 Choice of Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Illinois, U.S.A., without reference to its conflict of law provisions. If COMPANY is a unit of state government, including a public institution of higher education, COMPANY does not waive any defenses or immunities afforded by Federal law or the law of the state in which COMPANY is a unit of government. All suits against ILLINOIS arising out of this Agreement must be filed in accordance with the Illinois Court of Claims Act.

**9.9 Export Control.** Each Party acknowledges that performance of all obligations under this Agreement is contingent on compliance with applicable United States laws and regulations controlling the export of technical data, computer software, laboratory prototypes and other commodities. The transfer of certain technical data and commodities may require a license from the cognizant agency of the United States government and/or written assurances by COMPANY that COMPANY will not re-export data or commodities to certain foreign countries or nationals thereof without prior approval of the cognizant government agency.

**9.10 Resolution of Disputes.** The parties will enter into good faith negotiations to resolve any disputes arising from this Agreement. Resolution will be confirmed by written amendment to this Agreement. If the parties cannot resolve any dispute amicably through negotiation, either party may terminate this Agreement in accordance with Article 3 and pursue any other legal remedies available.

**9.11 Waiver.** The failure of either party at any time to enforce any provisions of this Agreement shall not constitute a waiver of that party's right to later enforce the provision or all terms of the Agreement.

**9.12 Counterparts.** The parties may sign this Agreement in counterparts, which together constitute the Agreement. Facsimile signatures constitute original signatures.

**9.13 Notices.** To be enforceable, all notices must be in writing and sent by either certified mail, return receipt requested, or by commercial overnight courier service to the party's

representative named below. Notices shall be effective upon actual receipt. Each party may change its representative at any time by written notice to the other party.

**University Representative**  
Sponsored Programs Administration  
Director, Pre-Award  
Address: 1901 S. First Street, Suite A  
Champaign, IL 61820  
Phone: 217-333-2187  
FAX: 217-239-6830  
E-mail: [spa@illinois.edu](mailto:spa@illinois.edu)

**COMPANY Representative**  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
FAX: \_\_\_\_\_  
E-mail: \_\_\_\_\_

**11. Representation of Signatories.** Each party represents that the individuals signing this Agreement on its behalf are authorized signatories with power to bind the party to a contract.

**THE BOARD OF TRUSTEES OF THE  
UNIVERSITY OF ILLINOIS**

**COMPANY**

By: \_\_\_\_\_  
Avijit Ghosh, Comptroller

By: \_\_\_\_\_

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

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Signature of Comptroller Delegate

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

\_\_\_\_\_  
Printed Name and Title of Comptroller Delegate

Acknowledged and Agreed:

\_\_\_\_\_  
Technical Contact

Preapproved for legal form by University Counsel  
LMP 06012018

# Exhibit A

**EXHIBIT A**

**PROPOSAL FOR A HISTORIC ILLINOIS ENGINEERING RECORDS  
RECORDATION OF THE MILLBROOK BRIDGE  
IN KENDALL COUNTY, ILLINOIS**

**For Submission To:**

**Mr. Dave Guritz, Director  
Kendall County Forest Preserve District  
110 West Madison Street  
Yorkville, Illinois 60560**

**By:**

**Dr. Kevin P. McGowan  
Department of Anthropology  
Public Service Archaeology & Architecture Program  
1707 South Orchard Street  
University of Illinois at Urbana-Champaign  
Urbana, Illinois 61801  
(Project 20-025)**

**Proposal Period: 02/01/2020 - 06/30/2020**

**Amount Requested: \$ 3,989.00**

**PROPOSAL FOR A HISTORIC ILLINOIS ENGINEERING RECORDS  
RECORDATION OF THE MILLBROOK BRIDGE  
IN KENDALL COUNTY, ILLINOIS**

***INTRODUCTION***

This is a proposal for an Historic Illinois Engineering Records (HIER) recordation investigation of Millbrook Bridge over the Fox River near Millbrook, Illinois. The HIER investigation proposed herein is in accordance with guidelines established by the Illinois State Historic Preservation Office regarding these types of investigations. This particular project will be carried out using personnel from the Department of Anthropology, University of Illinois at Urbana-Champaign with Dr. Kevin McGowan serving as Project Director and either Ms. Marcy Prchal or Mr. David Halpin serving as Architectural Historian.

***RESEARCH METHODOLOGY***

The architectural documentation of the proposed project area will be carried out in three phases:

1. A literature and records search will be conducted at the University of Illinois and in Kendall County, Illinois. Special emphasis will be placed on learning if plans are available for the bridge or if there are any historic photographs of the bridge. This research will include the development of an historical context, focusing on the origins, development and functions of the Millbrook Bridge.

2. Field investigation of the bridge to create a site plan within a 200 yard radius of the bridge and to photograph bridge approaches, elevations, and superstructure/substructure elements by an Architectural Historian.

3. A 95 percent HABS submittal will be prepared and submitted to the Illinois State Historic Preservation Office for review and comment. Upon receiving the comments, if needed, edits will be made and a 100 percent submittal will be prepared for the Illinois State Historic Preservation Office.

***PERSONNEL AND SCHEDULING***

The HIER documentation of the Millbrook Bridge will be conducted under the supervision of Dr. Kevin McGowan with assistance from Mr. Christopher Flynn and either Ms. Marcy Prchal or Mr. David Halpin (Architectural Historian). The historic records documentation portion of the project will begin immediately following the acceptance of this proposal. Two days will be spent researching the records at the University of Illinois to establish a context for the structure. An archival specialist will also conduct research in Kendall County repositories regarding the origins, development and functions of the Millbrook Bridge over a two-day period. All records will be evaluated to develop an historic context. This portion of the project will be done by a Project Specialist.





**Kendall County Forest Preserve District  
Pickerill-Pigott Forest Preserve Resident-Executive  
Director House Lease Agreement**

**THIS AGREEMENT** ("Lease Agreement") is made and entered into this 13<sup>th</sup> day of August, 2019, by and between the Kendall County Forest Preserve District ("District"), a unit of local government, and David Guritz (referred to as "Tenant"), an individual currently residing at 3126 Solitude Lane, Aurora, Illinois 60502 regarding the Pickerill estate house, the surrounding yard, attached garage, and the storage shed, located at Pickerill-Pigott Forest Preserve 6350 A Minkler Road, Yorkville, Illinois, 60560 (hereinafter referred to as the "Residence"). For, and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

**1. PURPOSE.**

This Lease Agreement provides for the Tenant's possession and use of certain portion of the Residence during the Tenant's employment as Executive Director by the District. *Nothing in this Lease Agreement is intended to and/or does create a contract of employment, express or implied. Tenant's employment with the District is "at-will", which means Tenant's employment relationship may be terminated at any time, with or without cause.*

**2. PROPERTY.**

2.1 Leased Property. District owns certain real property and improvements consisting of the Residence. District desires to lease certain portions of the Residence to Tenant upon the terms and conditions contained herein. Tenant desires to lease certain portions of the Residence from District on the terms and conditions contained herein. The District has agreed to lease the following portions of the Residence to the Tenant: (1) the Live-in Maid's Room (bedroom), (2) the adjoining Utility Room and Washroom, (3) the Kitchen Area, and (4) the Garage Stall and Basement Storage, (collectively, "Leased Space"). A floor plan of the Residence, identifying the Leased Space, is attached as Exhibit A. The District will maintain the remainder of the Residence for District use and Tenant shall not use any of that space for personal use other than ingress and egress to the Leased Space.

2.2 Personal Property. The District and Tenant each agree that any personal property, such as equipment, furniture, or other non-fixture items, purchased by either the Tenant or the District, either prior to or during the term of this Lease Agreement shall remain the personal property of the party who furnished the funds to purchase the personal property. All personal property of the Tenant shall be removed from the Premise at the termination of this Lease Agreement, unless otherwise agreed to in writing by the parties. Tenant specifically waive any claim of damage against the District for any personal property damaged as a result of an act of nature, including, but not limited to lightning strikes and floods. District is not responsible for providing any personal property, equipment, furniture or other non-fixture items to the Tenant.

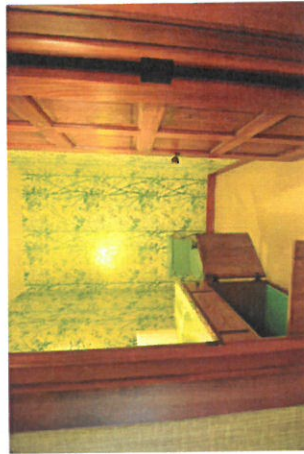
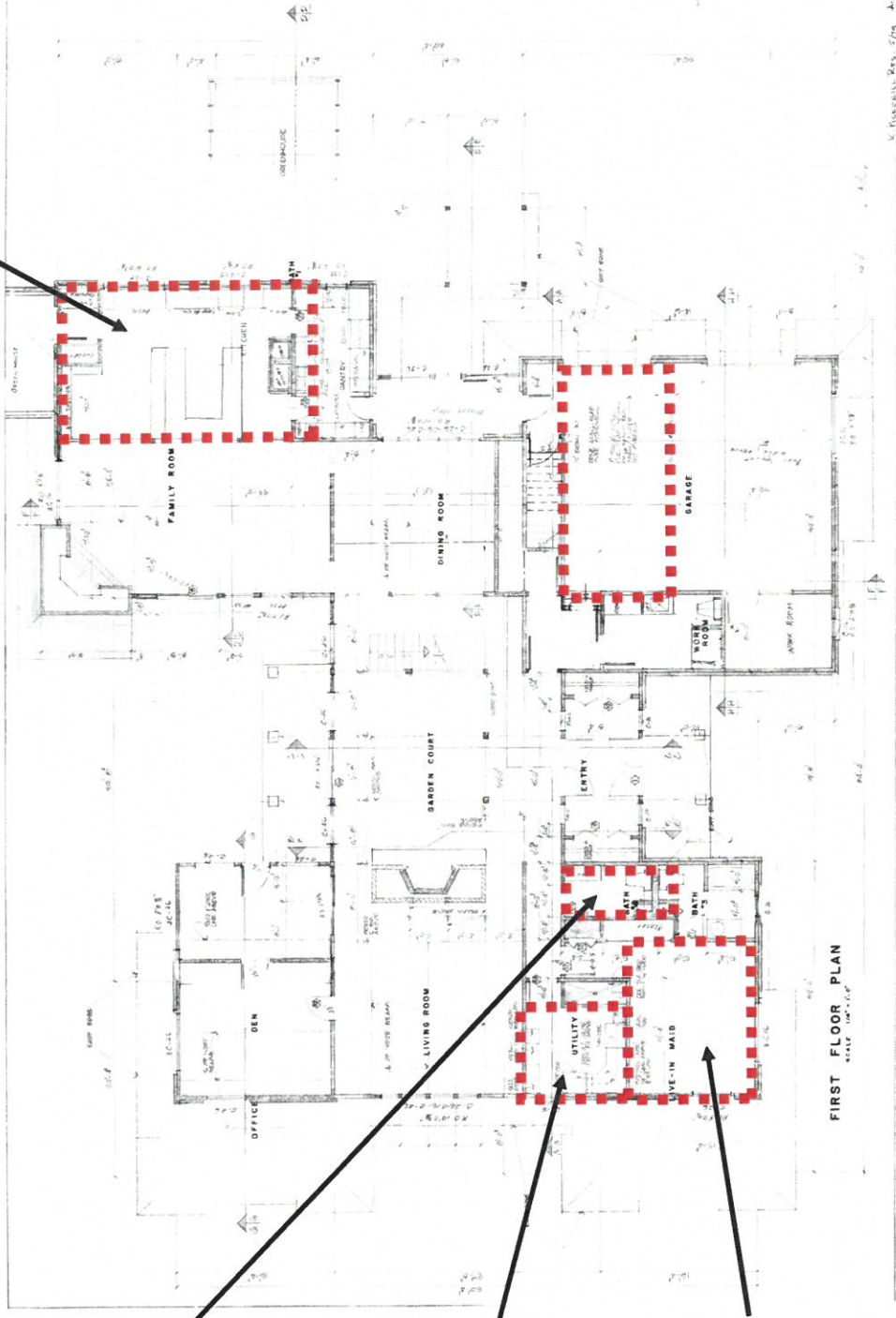
**3. TERM.**

3.1 Term. The term of this Lease Agreement commences on the date of both parties' execution of this Lease Agreement and shall terminate immediately upon (a) the Tenant's separation of employment from the District; (b) the Tenant's reassignment to a different

**Pickerill –Pigott Forest Preserve  
Resident Lease Agreement**

**Exhibit A—Leased Areas of the Pickerill Estate House  
Kendall County Forest Preserve District  
Pickerill-Pigott Forest Preserve Resident-Executive  
Director House Lease Agreement  
Approval Date: 08/13/2019  
Exhibit A Amendment - Page 1 of 2**

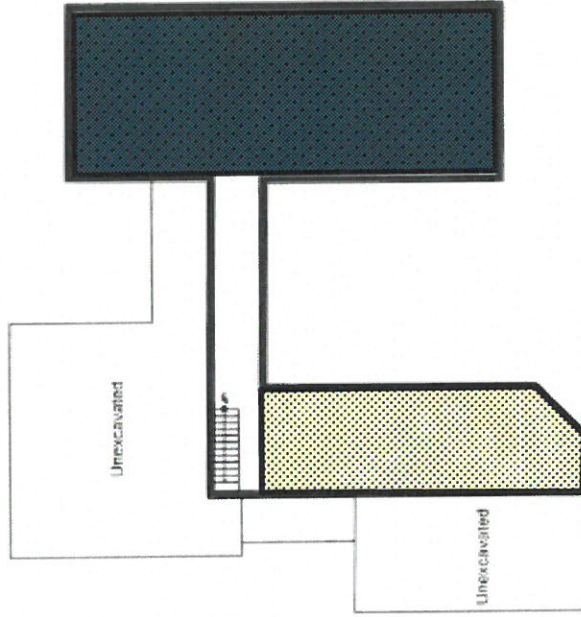
Leased Areas are Limited To:  
 Live-In Maid's Room (Bedroom)  
 Adjoining Utility Room and Washroom  
 Kitchen Area  
 Garage Stall and Basement Storage



**Kendall County Forest Preserve District  
Pickerill-Pigott Forest Preserve Resident-Executive Director House Lease Agreement**

Approval Date: 08/13/2019

Exhibit A Amendment - Page 2 of 2





Space Use: Storage	<p><b>Building Sq. Footages</b>                  Basement: 2,192 sq. ft.                  1st Floor: 4,975 sq. ft.                  2nd Floor: 3,411 sq. ft.                  Total: 10,578 sq. ft.</p>
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<p><b>Building Features</b>                  Fire Alarm System</p>	<p><b>Total Occupant Load</b>                  1st Floor: 48                  1st Patio: 96                  2nd Floor: 13</p>
--	--



1. View located under proposed new bathrooms with easy plumbing access.



-  Reserved for District Use / Tenant Storage
-  Kendall County Leased Storage Area

**FARM LEASE AGREEMENT #20-02-001**

AGREEMENT made this 4<sup>th</sup> day of February, 2020 between the KENDALL COUNTY FOREST PRESERVE DISTRICT, a Body Corporate and Politic, 110 West Madison Street, Yorkville, IL, 60560, Licensors; and Mark Mathre, of 16770 Lisbon Center Road, Newark, IL, 60541, and Tom Mathre, of 14109 Hughes Road, Newark, IL, 60541, Licensee, including all heirs and assigns.

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

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

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

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

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

WHEREAS, both Licensee and Licensors hereby agree that there are 157.31 tillable acres on the Millbrook North Parcel, 118.58 tillable acres on the Millbrook South Parcel, and 127.41 tillable acres on the Millington Parcel suitable for row crops, these tillable acres hereinafter referred to as the 'Subject Property'; and the Licensors hereby grant to the Licensee a farm License in exchange for the following goods, services, and considerations, submitted as a use fee for a term of one (1) year, beginning on February 5, 2020, and ending on December 31, 2020 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 31, 2020, 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, 2020. 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 31, 2020. The Licensee shall apply the minimum amount of fertilizer required to maintain the soil fertility at:
    - i. For corn, elemental P (phosphorus) shall be maintained at 80 pounds per acre and elemental K (potassium) shall be maintained at 50 pounds per acre.

- ii. For soybeans, elemental P (phosphorus) shall be maintained at 50 pounds per acre and elemental K (potassium) shall be maintained at 75 pounds per acre.
  - B. Global Positioning System data of crops and yields harvested.
  - C. Fertilizers and rates applied.
  - D. Pesticide applications, including dates of applications, types and amounts of pesticide used, fields treated, and the identity of the applicator for each application.
  
- 8. Fertilizer replacement of P (phosphorus) and K (potassium) will be calculated using crop removal method as outlined in the Illinois Agronomy Handbook. Replacement of P and K for a crop year calculated on total nutrient removal per tillable acre and applied at the Licensee's expense for product and application. No carry over credit will be allowed from previous year's application.
  
- 9. If Licensee applies limestone to the Subject Property, the cost of the limestone will be depreciated at 25% annually. If the Licensee farms the Subject Property for a period less than four (4) years, the Licensor will reimburse the Licensee for the cost of the limestone less the total annual depreciation. Lime shall be applied when less than 6.2.
  
- 10. The Licensee shall deliver and sell the crop yield to no buyers other than those listed below without the written approval of the Licensor. Licensee shall provide grain sheets to Licensor.
  - A. \_\_\_\_\_
  - B. \_\_\_\_\_
  - C. \_\_\_\_\_
  
- 11. It is agreed that the tillable land on this farm should be devoted to row crops. The Licensor may require an un-tilled buffer a minimum of 10 feet from certain woodlands or waterways. This buffer shall be planted with a cover crop by the Licensee at the inception of this Licensee with a seed mix approved by Licensor. Licensor shall provide a map to Licensee showing buffer areas to be planted.
  
- 12. Pesticide Use
  - A. Licensee shall, and shall cause all other persons working on the Subject Property, to follow all label instructions of any pesticides used on the Subject Property. Upon signing this Agreement, Licensee shall supply Licensor with a copy of a valid State of Illinois pesticide applicator's license for each person who will be applying pesticide on the Subject Property during the term of this Agreement. If any such licenses expire during the term of this Agreement, Licensee shall be responsible for obtaining a renewal or new license to replace such an expired license and shall promptly provide Licensor with a copy thereof.
  - B. No pesticides shall be stored on the Subject Property unless they are in original, labeled containers, and then only during the period during which such pesticide is applied, which shall not exceed ten (10) days.
  - C. Licensee shall provide Licensor with a record of pesticide applications, including dates of applications, types and amounts of pesticide used, fields treated, and the identity of the applicator for each application.

- D. Licensee is responsible, at the Licensee's sole expense, to repair any damage done to native vegetation due to pesticide drift and to repair rutting caused by farm equipment in non-tilled areas owned by the Licensor.

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

14. The Licensee agrees to pay all utility charges and services to the structures located on the property for the term of this Agreement. This includes a drying fee of \$0.01 per bushel capacity for use of the grain dryers at Millbrook South Forest Preserve, with capacity based on use estimated at 20,000 bushels, or \$200.00, invoiced for payment in November 2020, and included as part of the utility charge reimbursement invoice.

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

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

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

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

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

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



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

21. Insurance & Liability

- A. The Licensee shall maintain one million dollars (\$1,000,000.00) of liability insurance on the Subject Property with an insurance company acceptable to the Licensor. Licensee shall purchase insurance with said company naming the Licensor as additional insured on the liability policy. Proof of such coverage must be on file with the Licensor on or before March 31, 2020. Failure to submit such proof by this date may terminate this License. Policy must cover all contractors hired by the Licensee to apply soil amendments, pesticides, or for other purposes, or the contractor must provide proof of insurance for the above referenced amount.
- B. Licensee shall obtain and maintain, at the Licensee's expense, appropriate and adequate insurance coverage for the Licensee's personal property in amounts determined by the Licensee to be adequate. Licensee shall provide a copy of all insurance policies to Licensor upon request of Licensor.
- C. Licensee shall hold harmless, indemnify, and defend the Licensor, its Commissioners, Officers, Agents, Attorneys and Employees against any and all losses, expenses, claims, costs, causes and damages, including without limitation litigation costs and attorneys' fees, on account of (a) any failure on the part of the Licensee to perform or comply with any terms or conditions of this Agreement, or (b) any personal injuries or death or damages to property arising from, occurring, growing out of, incident to, or resulting directly or indirectly from the grant of this License or the use of the Subject Property or the structures by Licensee. The provisions of this section shall be in addition to, and shall not be limited by, the amounts of any insurance provided by Licensee pursuant to this Agreement.

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

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

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

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

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

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

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

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

Licensors - Kendall County Forest Preserve District

By: \_\_\_\_\_  
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 31.

The flexible rate amount is due December 31.

**FARM LICENSE AGREEMENT #20-02-002**

**Little Rock Creek Forest Preserve Property**

AGREEMENT made this 4<sup>th</sup> day of February, 2020 between the KENDALL COUNTY FOREST PRESERVE DISTRICT (hereinafter "Licensor"), a Body Corporate and Politic, 110 West Madison Street, Yorkville, IL, 60560, and the Licensee, Tom Anderson of 628 Rustic Rook Drive, Somonauk, IL 60552, including all heirs and assigns.

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

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

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

WHEREAS, both Licensee and Licensor hereby agree that there are 6.25 tillable acres suitable for row crops on the above referenced parcels, these tillable acres hereinafter referred to as the 'Subject Property'; and the Licensor hereby grants to the Licensee a farm license in exchange for the following goods, services, and considerations, submitted as a use fee for a term of one (1) year, beginning on February 5, 2020, and ending on December 31, 2020 subject to the conditions and limitations hereinafter mentioned, with the per acre fee and license including the use of the farm equipment storage building located along Burr Oak Road on parcel 01-33-400-006 beginning on February 5, 2020 and ending on February 15, 2021.

WHEREAS, Licensee shall pay Licensor a Base Rate of \$100 per tillable acre for the License year. The Base Rate shall be payable no later than May 30, 2020, and Licensee agrees that failure to pay by this date may terminate this License.

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

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

4. The Licensee has inspected the Subject Property and structures prior to signing this Agreement and accepts the conditions of these “as is.”
5. The Licensee agrees to farm the Subject Property in a husband-like manner, utilizing conservation tillage methods.
6. Licensee shall keep and provide to the Licensor the following records:
  - A. Soil Samples – The Licensee shall conduct annual soil testing (2.5 acre grid), with such costs split evenly with the Licensor. Soil test results shall be due to the Licensor by December 30, 2020. The Licensee shall apply the minimum amount of fertilizer required to maintain the soil fertility at:
    - i. For corn, P (phosphorus) shall be maintained at 80 pounds per acre and K (potassium) shall be maintained at 50 pounds per acre.
    - ii. For soybeans, P (phosphorus) shall be maintained at 50 pounds per acre and K (potassium) shall be maintained at 75 pounds per acre.
  - B. Global Positioning System data of crops and yields harvested.
  - C. Fertilizers and rates applied.
  - D. Pesticide applications, including dates of applications, types and amounts of pesticide used, fields treated, and the identity of the applicator for each application.
7. Fertilizer replacement of P (phosphorus) and K (potassium) will be calculated using crop removal method as outlined in the Illinois Agronomy Handbook. Replacement of P and K for a crop year calculated on total nutrient removal per tillable acre and applied at the Licensee’s expense for product and application. No carry over credit will be allowed from previous year’s application.
8. If Licensee applies limestone to the Subject Property, the cost of the limestone will be depreciated at 25% annually. If the Licensee farms the Subject Property for a period less than four (4) years, the Licensor will reimburse the Licensee for the cost of the limestone less the total annual depreciation. Lime shall be applied when less than 6.2.
9. The Licensee shall deliver and sell the crop yield to no buyers other than those listed below without the written approval of the Licensor.
  - A. \_\_\_\_\_
  - B. \_\_\_\_\_
  - C. \_\_\_\_\_
10. It is agreed that the tillable land on this farm should be devoted to row crops. The Licensor may require an un-tilled buffer a minimum of 10 feet from certain woodlands or waterways. This buffer shall be planted with a cover crop by the Licensee at the inception of this Licensee with a seed mix approved by Licensor. Licensor shall provide map to Licensee showing buffer areas to be planted.
11. Pesticide Use
  - A. Licensee shall, and shall cause all other persons working on the Subject Property, to follow all label instructions of any pesticides used on the Subject Property. Upon signing this Agreement, Licensee shall supply Licensor with a copy of a valid State of Illinois

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Licensor: Kendall County Forest Preserve District

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

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

Licensees:

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

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



To: Kendall County Forest Preserve District Finance Committee

From: David Guritz, Executive Director

RE: Millbrook Bridge Removal Project #20-01-001  
"D" Construction, Inc. Contract and Related Correspondence

Date: February 4, 2020

**President Gilmour is recommending that the District request a formal contract review from the State's Attorney's Office prior to award of contract. If there is consensus from Commission to request a review of contract, a motion should be approved to reschedule consideration of the award of contract for the Millbrook Bridge Removal Project to the March 3, 2020 Commission meeting.**

"D" Construction, Inc. submitted the lowest qualified bid for the Millbrook Bridge Removal Project #20-01-001. The bid amount is \$476,784.03, which includes \$65,000.00 for removal of the existing substructure (piers) below the water line to the existing riverbed grade. Completion of the pier removal would require cofferdam construction in accordance with the permit.

"D." Construction, Inc. intends to forego construction of the causeway and cofferdams, proposing use of barges for processing cut sections of the superstructure, which if approved by the IDNR-USACOE, would likely result in less in-stream disturbance.

"D." Construction, Inc. will need to submit a revised in-stream work plan to HLR and the permitting agencies for review.

District staff recommends the following:

1. Approve a motion to forward the "D." Construction, Inc. contract to Commission for approval.
2. Receive direction for engaging "D." Construction for a possible change order if the piers are to be left in place.

Per HLR, the District is liable for the piers remaining in place. District staff recommends leaving the piers in place with partial demolition to address any long-term safety issues associated with pier undercutting of the concrete caps. HLR recommends removal, or if they are to remain in place, recommends against removing portions of the piers that may destabilize the pier structures.

This should be further discussed, with direction received from Commission based on further inspections, if the piers are to remain in place, once the project is under contract.

To: Kendall County Forest Preserve District Finance Committee

From: David Guritz, Executive Director

RE: 2021 RTP Grant – Village of Minooka – Aux Sable Springs Park

Date: February 4, 2020

The District was approached by the Village of Minooka to determine interest in financial support towards a 2021 RTP grant to complete Phase II trail improvements at Aux Sable Springs Park.

While the trail construction will take place on Village-owned parcels, the proposed wetland loop trail will offer expanded outdoor recreational opportunities to Kendall County residents, with the trail loop connecting to the current OSAD-funded Phase I trail, canoe launch, and small parking lot that will be constructed on the co-owned parcel.

The consensus of the KCFPD Finance Committee is to contribute \$5,000.00 towards the project.

# AUX SABLE SPRINGS COMMUNITY PARK

Approved by the  
 Village of Minooka  
 11/15/2016  
 Approved by the  
 Board of Supervisors  
 11/15/2016  
 Project No. 16-001



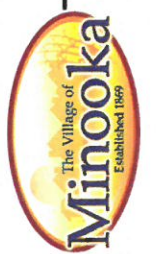
charles vincent george  
 ARCHITECTS



- North Loop Trail**
  - 10' Asphalt and Graded Aggregate Trail Loop
  - Woodland Activity Pods & Council Ring
  - Future Connection to Regional Trail
- 2 Tennis Courts**
  - Main Parking Lot (60 Spaces)
  - Gravel Parking Lot
  - Asphalt ADA Spaces
  - Parking Lot Expansion
  - 134 Space Expansion
- Gravel Parking Lot - Canoes / Kayak Launch**
  - 6 Rafts
  - Accessible Canoe / Kayak Launch
- Tennis Court & Challenge Course**
  - 2 Full Size Tennis Courts
  - Engineered Wood Fiber Surfacing
- Accessible Fishing Outcrop**
  - Limestone Outcropping
- South Loop Trail**
  - Aspirational Signage
  - Prescriptive Woodland Experience
  - Council Ring
- Park Entrance Sign**
  - Plastic Sign
  - 20' x 30' x 2' Full Scope Field
  - (1) 240' x 100' U-12 Field
- Baseball Field**
  - 2 - 300' Baseball Fields
  - 2 - 350' Baseball Fields
  - Utility Function Cages
  - Plastic Function Cages
  - Accessable Spectator Bleachers
  - Sports Lighting at Fields
- Team Plaza**
  - 35' x 25' Shelter
  - Picnic Tables
- Drainage Swale**
  - Wetland Enhancement & Detention
  - Community Space
  - 44' Hexagon Shelter
- Playground**
  - Themed Play Equipment
  - Poured Rubber Safety Surfacing
  - Shade with Picnic Tables
  - Nature Based Discovery Stream
- Restroom & Storage Building**
  - Regional Detention
  - Wetland Enhancement



## Preliminary Master Plan



**HB4405**



**101ST GENERAL ASSEMBLY**

**State of Illinois**

**2019 and 2020**

**HB4405**

by Rep. Kelly M. Burke

**SYNOPSIS AS INTRODUCED:**

525 ILCS 35/3

from Ch. 85, par. 2103

Amends the Open Space Lands Acquisition and Development Act. Provides that any portion of an advanced grant payment not expended by a grantee within 2 years shall be returned to the Department of Natural Resources for distribution with the remainder of the grant on a reimbursement basis. Clarifies that grant funds may be made available for expenditure by a grantee for a period longer than 2 years as long as the grant funds have been legally obligated by the unit of local government prior to the expiration of the 2-year period. Effective immediately.

LRB101 19648 CMG 69136 b

FISCAL NOTE ACT  
MAY APPLY

**A BILL FOR**

1 AN ACT concerning conservation.

2 **Be it enacted by the People of the State of Illinois,**  
3 **represented in the General Assembly:**

4 Section 5. The Open Space Lands Acquisition and Development  
5 Act is amended by changing Section 3 as follows:

6 (525 ILCS 35/3) (from Ch. 85, par. 2103)

7 Sec. 3. From appropriations made from the Capital  
8 Development Fund, Build Illinois Bond Fund or other available  
9 or designated funds for such purposes, the Department shall  
10 make grants to local governments as financial assistance for  
11 the capital development and improvement of park, recreation or  
12 conservation areas, marinas and shorelines, including planning  
13 and engineering costs, and for the acquisition of open space  
14 lands, including acquisition of easements and other property  
15 interests less than fee simple ownership if the Department  
16 determines that such property interests are sufficient to carry  
17 out the purposes of this Act, subject to the conditions and  
18 limitations set forth in this Act.

19 No more than 10% of the amount so appropriated for any  
20 fiscal year may be committed or expended on any one project  
21 described in an application under this Act.

22 Any grant under this Act to a local government shall be  
23 conditioned upon the state providing assistance on a 50/50

1 matching basis for the acquisition of open space lands and for  
2 capital development and improvement proposals. However, a  
3 local government defined as "distressed" under criteria  
4 adopted by the Department through administrative rule shall be  
5 eligible for assistance up to 90% for the acquisition of open  
6 space lands and for capital development and improvement  
7 proposals, provided that no more than 10% of the amount  
8 appropriated under this Act in any fiscal year is made  
9 available as grants to distressed local governments.

10 A minimum of 50% of any grant made to a unit of local  
11 government under this Act must be paid to the unit of local  
12 government at the time the Department awards the grant. The  
13 remainder of the grant shall be distributed to the local  
14 government quarterly on a reimbursement basis. Any portion of  
15 the advanced payment not expended by the unit of local  
16 government within 2 years shall be returned by the unit of  
17 local government to the Department. The Department shall  
18 distribute any such returned amount along with the remainder of  
19 the grant to the unit of local government on a reimbursement  
20 basis. A grant may be extended for a period longer than 2 years  
21 to allow a unit of local government to complete an approved  
22 project and to make any remaining grant funds available for  
23 expenditure by the unit of local government if the grant funds  
24 have been legally obligated by the unit of local government  
25 prior to the expiration of the 2-year period. Nothing in this  
26 Act or the Illinois Grant Funds Recovery Act prohibits the

1 Department from granting an extension beyond 2 years.

2 (Source: P.A. 98-326, eff. 8-12-13; 98-520, eff. 8-23-13;  
3 98-756, eff. 7-16-14.)

4 Section 99. Effective date. This Act takes effect upon  
5 becoming law.

To: Kendall County Forest Preserve District Finance Committee

From: David Guritz, Executive Director

RE: Preserve Closings Procedure During Hazardous Weather Warnings

Date: February 4, 2020

From time to time, severe weather presents a threat to roadway users. Threats can include freezing rain; severe wind storms up to and including tornado warnings; flooding, and severe thunderstorms.

During severe or threatening weather, the District will keep preserve parking areas open for local law enforcement and emergency responders to address roadside emergencies.

District staff with support from Kendall County EMA track local weather patterns. When severe weather conditions present, the District will call off staff members responsible for closing the preserves in order to provide overnight access.

This procedure has been in place for some time to support the safety of residents and District staff members charged with closing preserves 30-minutes before sunset.