

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

**THURSDAY, FEBRUARY 27, 2020
6:00 P.M.**

KENDALL COUNTY BOARD ROOM

- I. Call to Order
- II. Roll Call
- III. Approval of Agenda
- IV. Public Comments
- V. Motion to Forward Claims to Commission
- VI. Review of Financial Statements and Cost Center Reports through January 31, 2020
- VII. Review of Bid Results – Pickerill-Pigott Phase I OSLAD Development Project
- VIII. Review of a Memorandum of Understanding for the Exchange of Use of County and District Property (KC Historic Courthouse and Pickerill Estate House Storage)
- IX. Farm License Agreements Updates
 - 1) Aux Sable Springs Park
 - 2) Henneberry Forest Preserve
 - 3) Baker Woods 3-Year Hay Contract Bid Documents
- X. Review of Quotes – Virginia Wild Rye Seed Purchase (Fox River Bluffs Cover Crop)
- XI. Speer Financial, Inc. Correspondence – S&P Bond Rating and Non-Referendum General Obligation Limited Tax Bonding Authority
- XII. Procurement Card Purchases Reporting Discussion
- XIII. Executive Session
- XIV. Other Items of Business
- XV. Public Comments
- XVI. Adjournment

Kendall County Board Room - 111 W. Fox Street - 2nd 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.

Claims Listing

2/26/2020 11:34:43 AM

Department	Vendor #	Vendor Name	Invoice #	Invoice Description	GL Account	Invoice Amount
Ellis Birthday Parties	529	EQUINE VETERINARY PRACTICE LLC	213469,213836	Ellis - Vet Services	19001165 63020	\$258.34
					Sub-Total	\$258.34
					Ellis Birthday Parties Total	\$258.34
Ellis Camps	529	EQUINE VETERINARY PRACTICE LLC	213469,213836	Ellis - Vet Services	19001163 63020	\$258.33
					Sub-Total	\$258.33
					Ellis Camps Total	\$258.33
Ellis House	2047	COMED	9361548011	Ellis House	19001160 62270	\$513.54
	2225	AIR WANS WIRELESS BROADBAND	160018	Ellis Internet Service	19001160 62270	\$279.40
					Sub-Total	\$792.94
	1323	MENARDS	74982	Ellis - Ground Supplies	19001160 68580	\$11.67
	1323	MENARDS	75456	Ellis - Grounds Supplies	19001160 68580	\$54.77
					Sub-Total	\$66.44
				Ellis House Total	\$859.38	

Ellis Riding Lessons

529	EQUINE VETERINARY PRACTICE LLC	213469,213836	Ellis - Vet Services	19001164	63020	\$258.33
				Sub-Total		\$258.33
				Ellis Riding Lessons	Total	\$258.33
1192	KONICA MINOLTA	34977489	Konica Monthly Lease Feb	190011	62000	\$203.01
1192	KONICA MINOLTA	9006505114	Konica Monthly Clicks 1/13 -2/13/20	190011	62000	\$420.55
				Sub-Total		\$623.56
67	AMEREN IP	2/14/2020	Millbrook South	190011	63510	\$35.02
2047	COMED	9361578000	Baker Woods	190011	63510	\$19.10
				Sub-Total		\$54.12
498	ECHOLS, MACK & ASSOCIATES, P.C.	10065	Audit Service-F2019	190011	65490	\$7,750.00
				Sub-Total		\$7,750.00
1007	ILLINOIS COUNTIES RISK MANAGEMENT TRUST	03/01/2020	Insurance-March 2020	190011	68000	\$6,922.01
				Sub-Total		\$6,922.01
2218	MIKELANGELO DESIGN	Jan 14 2020	Ellis-Website Editing	190011	68430	\$100.00
				Sub-Total		\$100.00

Forest Preserve Director

Forest Preserve Director		IL ENVIRONMENTAL PROTECTION AGENCY	IEPA Fee	IEPA Fee	190111 68500	\$250.00	
893							
						Sub-Total	\$250.00
				Forest Preserve Director	Total	\$15,699.60	
Grounds and Natural Resources							
90	ATLAS BOBCAT	BW0567	Hoover Equipment Repair	19001183 62160		\$198.15	
317	COFFMAN TRUCK SALES INC	128877	Hoover Equip Repair	19001183 62160		\$417.46	
556	FLATSO'S TIRE SHOP	14355	F-150 Repair	19001183 62160		\$739.80	
1152	KENDALL PLUMBING & HEATING	20030151	Harris-Boiler Repair	19001183 62160		\$125.00	
2198	PIT STOP GARAGE	1-31-20 EL	Ellis - F350 - 4-wheel Drive Repair	19001183 62160		\$65.00	
						Sub-Total	\$1,545.41
1452	NICOR	85-66-26-1012	Millbrook South	19001183 63090		\$122.20	
1452	NICOR	87-94-61-1000	Harris	19001183 63090		\$174.52	
						Sub-Total	\$296.72
1820	UNIQUE PRODUCTS & SERVICE	384365	Hoover - Harris Supplies	19001183 63110		\$402.65	
						Sub-Total	\$402.65
				Grounds and Natural Resources	Total	\$2,244.78	

Hoover

2221	ROBERT BEARDSLEY	19-00241	Bunkhouse Sec Dep Rtn	19001171	63040	\$100.00
2222	JON NELSON	20-00006	ML Sec Dep Rtn	19001171	63040	\$95.00
2224	JENNIFER SALINS	19-00187	Bunkhouse Sec Dep Rtn	19001171	63040	\$100.00
				Sub-Total		\$295.00
1452	NICOR	22-82-70-8302-7	Hoover Shop	19001171	63090	\$50.15
1452	NICOR	23-33-66-9829	Hoover Rookery	19001171	63090	\$134.63
1452	NICOR	24-61-42-0362	Blazing Star	19001171	63090	\$105.47
1452	NICOR	28-23-52-9973	Moonseed	19001171	63090	\$91.32
1452	NICOR	30-83-10-3489	Kingfisher	19001171	63090	\$146.16
1452	NICOR	50-98-01-9712	Meadowhawk Lodge	19001171	63090	\$45.90
1452	NICOR	72-38-93-7412	Hoover House	19001171	63090	\$72.47
1452	NICOR	88-55-14-0114	Hoover Maint Bldg	19001171	63090	\$122.36
				Sub-Total		\$768.46
1323	MENARDS	75085	Hoover - Shop Supplies	19001171	63110	\$7.97
1323	MENARDS	75402	Hoover Supplies	19001171	63110	\$29.34
1820	UNIQUE PRODUCTS & SERVICE	384365	Hoover - Harris Supplies	19001171	63110	\$603.97
				Sub-Total		\$641.28
1323	MENARDS	75402	Hoover Supplies	19001171	63120	\$189.21
1877	WALDEN'S LOCK SERVICE	20996	Hoover - Keys	19001171	63120	\$167.86
2219	J W WELL & PUMP	7102	Hoover - Water Heater Repair	19001171	63120	\$174.52

Hoover

					Sub-Total	\$531.59
3	1ST AYD CORP	PSI340112	Hoover - Ice Melt	19001171	68580	\$644.62
1323	MENARDS	75402	Hoover Supplies	19001171	68580	\$25.98
				Sub-Total		\$670.60
				Hoover	Total	\$2,906.93
					Grand Total	\$22,485.78

Kendall County Forest Preserve
Income Statement
For Period Ended 1/31/20

2 Month Budget Percent = 16.7%

FOREST PRESERVES & PROGRAMS

	Current Year FY20		Prior Year FY19		YTD Variance	
	Budget	YTD	%	Budget	YTD	%
Beginning Balance	\$	341,881	\$	344,356	\$	(2,475)
Revenue						
Revenue - Administration	82.0%	723,132	7,477	12,102	-4,625	-38%
Revenue - Ellis House & Equestrian Center	11.0%	128,487	20,806	14,055	6,551	47%
Revenue - Hoover FP	7.0%	81,250	11,918	12,965	-1,048	-8%
Revenue - Env. Education	18.7%	194,100	38,899	29,684	9,205	31%
Revenue - Natural Area Volunteers	0.0%	-	500	468	832	178%
Revenue - Grounds & Natural Resources	2.6%	27,500	1,300	11,200	832	178%
Revenue - Pickerill Pigott FP	0.8%	10,956	1,948	9,400	1,848	19%
Total Revenue	100.0%	1,165,425	82,046	1,189,359	12,762	18%
Expenditure						
Expenditure - Administration	29.2%	340,456	49,629	33,881	15,748	46%
Expenditure - Ellis House & Equestrian Center	13.1%	151,988	18,482	23,269	-4,787	-21%
Expenditure - Hoover FP	19.2%	230,738	29,470	186,896	4,036	16%
Expenditure - Env. Education	14.3%	167,117	21,984	20,323	1,661	8%
Expenditure - Natural Area Volunteers	0.0%	500	500	500	-	0%
Expenditure - Grounds & Natural Resources	23.0%	268,282	36,317	298,040	49,146	18.5%
Expenditure - Pickerill Pigott FP	0.6%	5,500	2,073	17,817	1,179	6.6%
Total Expenditure	100.0%	1,164,581	157,955	1,149,222	153,232	13.3%
ENDING BAL	\$	342,725	\$	260,408	\$	5,566
Surplus/(Deficit)	\$	844	\$	(83,946)	\$	8,040

Kendall County Forest Preserve
Income Statement
For Period Ended 1/31/20

2 Month Budget Percent = 16.7%

FOREST PRESERVE CATEGORIES

	Current Year FY20		Prior Year FY19		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
Beginning Balance	\$ 341,881	\$ 341,881	\$ 344,356	\$ 309,638	\$ 32,043	
Revenue						
Property Tax	615,000	-	595,374	0	0	0.0%
Interest Income	1,700	102	700	243	-141	-34.7%
Other Income	14,500	-	7,500	0	0	0.0%
Donations	2,000	830	4,500	100	730	2.2%
Rental Revenue	79,706	13,868	74,625	9,833	4,035	41%
Program Revenue	320,987	55,874	292,530	40,498	15,375	38%
Grants	10,000	-	3,500	318	-318	-100%
Farm License Revenue	100,932	6,763	151,030	11,802	-4,839	-42%
Security Deposits	17,600	3,988	26,600	6,433	-2,436	-38%
Credit Card Revenue	3,000	612	3,000	258	358	138%
Total Revenue	1,165,425	82,046	1,159,369	69,294	12,762	18%
Expenditure						
Personnel	685,421	85,464	672,046	101,626	-6,162	-8%
Benefits	261,580	26,591	245,086	23,680	2,911	12%
Contractual	44,860	5,853	55,705	4,927	926	19%
Commodities	127,630	20,615	128,285	16,802	3,813	23%
Other	45,100	9,431	48,100	6,197	3,234	52%
Total Expenditure	1,164,591	157,955	1,149,222	153,232	4,723	3%
ENDING BAL	\$ 342,725	\$ 265,973	\$ 354,493	\$ 225,890	\$ 40,063	17.7%
Surplus/(Deficit)	\$ 844	\$ (75,906)	\$ 10,137	\$ (83,946)	\$ 8,040	

Kendall County Forest Preserve
Income Statement
For Period Ended 1/31/20

2 Month Budget Percent = 16.7%

ADMINISTRATION

	Current Year FY20		Prior Year FY19		YTD Variance	
	Budget	YTD	%	Budget	YTD	%
Revenue						
Property Tax	615,000	-		595,374	78	324%
Interest Income	1,700	102	6.0%	700	24	3.4%
Other Income	2,000	-		6,500		
Donations	500	-		500		
Farm License Revenue	100,932	6,763	6.7%	151,030	11,602	7.7%
Security Deposit Revenue						
Credit Card Revenue	3,000	612	20.4%	3,000	612	
Program Revenue						
Total Revenue	723,132	7,477	1.0%	757,104	11,626	1.5%
Expenditure						
Personnel	180,990	27,657	15.3%	159,485	23,195	14.5%
Benefits	124,616	18,545	14.9%	121,345	6,986	5.8%
Contractual	19,600	1,063	5.4%	18,100	1,825	10.1%
Commodities	16,250	2,364	15.5%	16,040	1,875	11.7%
Other	-	-		-	-	
Total Expenditure	340,456	49,629	14.6%	314,970	33,881	10.9%
Surplus/(Deficit)	\$ 382,676	\$ (42,152)		\$ 442,134	\$ (22,255)	
					15,748	46%
					(4,148)	-36%

Kendall County Forest Preserve
Income Statement
For Period Ended 1/31/20

2 Month Budget Percent = 16.7%

ELLIS HOUSE & EQUESTRIAN CENTER

	Current Year FY20		Prior Year FY19		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
Revenue						
Donations	200	-	500	100	-100	
Security Deposit	600	2,800	10,600	3,150	-350	-11%
Credit Card Revenue						
Program Revenue	127,687	17,806	132,100	10,805	7,001	65%
Total Revenue	128,487	20,806	143,200	14,055	6,551	47%
Expenditure						
Personnel	92,805	11,570	101,436	16,384	-4,814	-28%
Employee Benefits	11,753	755	11,070	1,986	-1,211	-62%
Contractual	7,000	1,184	20,355	877	307	35%
Commodities	28,830	3,146	29,920	2,631	515	20%
Other	11,600	1,828	17,600	1,411	417	30%
Total Expenditure	151,988	18,482	180,381	23,289	(4,787)	-21%
Surplus/(Deficit)	\$ (23,501)	\$ 2,124	\$ (37,181)	\$ (9,214)		
	0.2%					
	0.5%					
	39.4%					
	100.0%					
	61.1%					
	7.7%					
	4.6%					
	19.0%					
	7.6%					
	100.0%					

Kendall County Forest Preserve
Income Statement
For Period Ended 1/31/20

2 Month Budget Percent = 16.7%

HOOVER FOREST PRESERVE

	Current Year FY20		Prior Year FY19		YTD Variance			
	Budget	YTD	%	Budget	YTD	%	\$ Change	% Change
Revenue								
Donations	-	-		-	-			
Rental Revenue	64,250	10,720	16.7%	9,683	16,115	16.1%	1,037	11%
Security Deposit Rev	17,000	1,188	7.0%	3,283	21,915	21.9%	-2,088	-64%
Program Revenue	-	-		-	-			
Total Revenue	81,250	11,918	14.7%	12,966	38,030	17.3%	(1,049)	-8%
Expenditure								
Personnel	122,869	16,962	13.8%	14,109	14,109	14.1%	2,853	20%
Employee Benefits	48,069	1,816	3.8%	3,348	11,816	11.8%	-1,532	-46%
Contractual	-	-		-	-			
Commodities	46,600	9,395	20.1%	6,880	6,880	15.3%	2,515	37%
Other	13,000	1,298	10.0%	1,089	1,089	8.4%	209	19%
Total Expenditure	230,538	29,470	12.8%	25,426	33,984	13.6%	4,044	16%
Surplus/(Deficit)	\$ (149,488)	\$ (17,552)		\$ (111,871)	\$ (12,460)			

Kendall County Forest Preserve
Income Statement
For Period Ended 1/31/20

2 Month Budget Percent = 16.7%

ENVIRONMENTAL EDUCATION

	Current Year FY20		Prior Year FY19		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
Revenue						
Donations	800	830	2,500		830	
Security Deposit						
Credit Card Revenue						
Program Revenue	193,300	38,088	157,430	29,684	8,375	28%
Total Revenue	194,100	38,898	190,930	29,684	9,205	31%
Expenditure						
Personnel	140,936	19,986	126,927	17,367	2,629	15%
Employee Benefits	19,731	1,440	15,791	2,102	-662	-31%
Contractual						
Commodities	7,450	547	7,900	854	-307	-36%
Other						
Total Expenditure	167,117	21,984	150,618	20,323	1,661	8%
Surplus/(Deficit)	\$ 26,983	\$ 16,915	\$ 9,312	\$ 9,371		

Kendall County Forest Preserve
Income Statement
For Period Ended 1/31/20

2 Month Budget Percent = 16.7%

NATURAL AREA VOLUNTEERS

- Revenue
- Donations
- Security Deposit
- Credit Card Revenue
- Program Revenue
- Total Revenue
- Expenditure
- Personnel
- Employee Benefits
- Contractual
- Commodities
- Other
- Total Expenditure
- Surplus/(Deficit)

	Current Year FY20		Prior Year FY19		YTD Variance	
	Budget	YTD	YTD	%	\$ Change	% Change
	-	-			-	-
		-			-	-
		-			-	-
		-			-	-
	500	-	500		-	-
	-	-			-	-
	500	-	500		-	-
	\$ (500)	-	-		-	-

100.0%

100.0%

Kendall County Forest Preserve
Income Statement
For Period Ended 1/31/20

2 Month Budget Percent = 16.7%

GROUNDS & NATURAL RESOURCES

	Current Year FY20		Prior Year FY19		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
Revenue						
Other Income	12500	-	1000			
Donations	500	-	500			
Grants	10,000	-	3,500	318	-318	
Credit Card Revenue						
Rental Revenue	4,500	1,300	6,200	150	1,150	
Total Revenue	27,500	1,300	10,200	468	632	176%
Expenditure						
Personnel	147,821	19,279	173,848	30,571	-11,282	-37%
Employee Benefits	58,411	4,035	66,417	9,279	-5,244	-57%
Contractual	18,250	3,607	17,250	2,225	1,382	62%
Commodities	23,300	3,060	23,025	3,383	-283	-9%
Other	20,500	6,306	17,500	3,688	2,618	71%
Total Expenditure	268,282	36,317	298,040	49,146	(12,829)	-26%
Surplus/(Deficit)	\$ (240,782)	\$ (35,017)	\$ (287,840)	\$ (48,678)		

Kendall County Forest Preserve
Income Statement
For Period Ended 1/31/20

2 Month Budget Percent = 16.7%

PICKERILL PIGOTT FP

	Current Year FY20		Prior Year FY19		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
Revenue						
Donations	-	-	-	-		
Other Income	-	-	8,400	-		
Rental Revenue	10,956	1,848	1,000	-	1,848	
Security Deposit	-	-	9,400	-		
Total Revenue	10,956	1,848			1,848	
	100.0%					
Expenditure						
Personnel	-	-	10,400	-		
Employee Benefits	-	-	1,617	-		
Contractual	-	-	5,800	1,179		
Commodities	5,500	2,073	-	-	894	76%
Other	-	-	17,817	1,179		
Total Expenditure	5,500	2,073	(8,417)	(1,179)	894	76%
	100.0%					
Surplus/(Deficit)	\$ 5,456	\$ (225)				

Kendall County Forest Preserve
Income Statement
For Period Ended 1/31/20

2 Month Budget Percent = 16.7%

ELLIS HOUSE - 1160

	Current Year FY20		Prior Year FY19		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
Revenue						
Donations						
Security Deposit						
Credit Card Revenue						
Program Revenue						
Total Revenue	-	-	-	-	-	-
Expenditure						
Personnel	8,822	597	8,851	1,139	(542)	-48%
Employee Benefits	1,356	50	1,240	167	(117)	-70%
Contractual	-	-	-	-	-	
Commodities	7,500	1,863	7,420	939	724	77%
Other	4,000	884	5,500	884	0	0%
Total Expenditure	21,678	3,194	23,011	3,129	65	2%
Surplus/(Deficit)	\$ (21,678)	\$ (3,194)	\$ (23,011)	\$ (3,129)		

Revenue
Donations
Security Deposit
Credit Card Revenue
Program Revenue
Total Revenue

Expenditure
Personnel
Employee Benefits
Contractual
Commodities
Other
Total Expenditure

Surplus/(Deficit)

ELLIS BARN - 1161

	Current Year FY20		Prior Year FY19		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
Revenue						
Donations						
Security Deposit						
Credit Card Revenue						
Program Revenue						
Total Revenue	-	-	-	-	-	-
Expenditure						
Personnel	8,822	903	8,851	1,548	(643)	-42%
Employee Benefits	1,356	64	1,240	177	(113)	-84%
Contractual	-	-	-	-	-	
Commodities	6,000	168	6,420	219	168	
Other	2,000	269	2,000	50	50	
Total Expenditure	18,178	1,405	18,511	1,942	(537)	-28%
Surplus/(Deficit)	\$ (18,178)	\$ (1,405)	\$ (18,511)	\$ (1,942)		

Revenue
Donations
Security Deposit
Credit Card Revenue
Program Revenue
Total Revenue

Expenditure
Personnel
Employee Benefits
Contractual
Commodities
Other
Total Expenditure

Surplus/(Deficit)

Kendall County Forest Preserve
Income Statement
For Period Ended 1/31/20

2 Month Budget Percent = 16.7%

ELLIS GROUNDS - 1162

Revenue
Donations
Security Deposit
Credit Card Revenue
Program Revenue
Total Revenue

Expenditure
Personnel
Employee Benefits
Contractual
Commodities
Other
Total Expenditure
Surplus/(Deficit)

	Budget	YTD	%
	-	-	-
	17,782	2,059	11.6%
	2,717	140	5.2%
	-	-	-
	4,000	674	16.9%
	24,499	2,874	11.7%
	\$ (24,499)	\$ (2,874)	

	Budget	YTD	%
	-	-	-
	17,701	2,104	11.9%
	2,480	282	11.4%
	-	-	-
	5,500	198	3.6%
	25,681	2,584	10.1%
	\$ (25,681)	\$ (2,584)	

	YTD Variance	
	\$ Change	% Change
	-	-
	(45)	-2%
	(142)	-50%
	-	-
	478	241%
	290	11%

ELLIS CAMPS - 1163

Revenue
Donations
Security Deposit
Credit Card Revenue
Program Revenue
Total Revenue

Expenditure
Personnel
Employee Benefits
Contractual
Commodities
Other
Total Expenditure
Surplus/(Deficit)

	Budget	YTD	%
	-	-	-
	9,000	63	1.4%
	9,000	2	0.6%
	-	-	-
	4,604	268	17.3%
	1,500	-	-
	1,865	-	-
	8,369	334	4.0%
	\$ 631	\$ (334)	

	Budget	YTD	%
	-	-	-
	10,000	7	0.2%
	10,000	1	0.3%
	-	-	-
	4,604	228	25.3%
	400	14	0.6%
	900	250	3.0%
	2,465	(250)	
	\$ 1,631	\$ (250)	

	YTD Variance	
	\$ Change	% Change
	-	-
	-	-
	-	-
	56	800%
	1	144%
	40	18%
	(14)	
	84	34%

Kendall County Forest Preserve
Income Statement
For Period Ended 1/31/20

2 Month Budget Percent = 16.7%

ELLIS RIDING LESSONS - 1164

	Current Year FY20		Prior Year FY19		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
Revenue						
Donations	200	-	500	100	-100	
Security Deposit	-	-	-	-		
Credit Card Revenue	-	-	-	-		
Program Revenue	50,000	9,598	36,000	5,410	4,188	77%
Total Revenue	50,200	9,598	36,500	5,510	4,088	74%
Expenditure						
Personnel	27,000	4,012	25,414	5,161	-1,149	-22%
Employee Benefits	3,050	192	2,124	498	-304	-61%
Contractual	2,500	388	1,800	303	65	22%
Commodities	8,965	1,179	3,986	1,205	-26	-2%
Other	-	-	-	-		
Total Expenditure	41,515	5,751	33,303	7,165	(1,414)	-20%
Surplus/(Deficit)	\$ 8,685	\$ 3,847	\$ 3,197	\$ (1,655)		

ELLIS BIRTHDAY PARTIES - 1165

	Current Year FY20		Prior Year FY19		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
Revenue						
Donations	-	-	-	-		
Security Deposit	-	-	-	-		
Credit Card Revenue	-	-	-	-		
Program Revenue	8,500	1,373	8,000	850	523	62%
Total Revenue	8,500	1,373	8,000	850	523	62%
Expenditure						
Personnel	5,000	709	5,000	868	-157	-18%
Employee Benefits	700	54	500	122	-68	-58%
Contractual	1,500	318	900	228	90	39%
Commodities	1,800	83	2,050	339	-246	-73%
Other	-	-	-	-		
Total Expenditure	9,000	1,174	8,450	1,555	(381)	-25%
Surplus/(Deficit)	\$ (500)	\$ 199	\$ (450)	\$ (705)		

Kendall County Forest Preserve
Income Statement
For Period Ended 1/31/20

2 Month Budget Percent = 16.7%

ELLIS PUBLIC PROGRAMS - 1166

	Current Year FY20		Prior Year FY19		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
Revenue	-	-	-	-	-	-
Donations	-	-	-	-	-	-
Security Deposit	-	-	-	-	-	-
Credit Card Revenue	5,500	60	5,000	200	(140)	-70%
Program Revenue	5,500	60	5,000	200	(140)	-70%
Total Revenue						
	100.0%	100.0%		4.0%		
Expenditure						
Personnel	3,000	287	3,000	104	183	176%
Employee Benefits	300	116	400	11	105	951%
Contractual	-	-	-	-	-	-
Commodities	500	43	-	-	43	-
Other	-	-	-	-	-	-
Total Expenditure	3,800	446	3,400	115	331	288%
	100.0%	11.7%		3.4%		
Surplus/(Deficit)	\$ 1,700	\$ (386)	\$ 1,600	\$ 85		

ELLIS SUNRISE CENTER - 1167

	Current Year FY20		Prior Year FY19		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
Revenue	-	-	-	-	-	-
Donations	-	-	-	-	-	-
Security Deposit	-	-	-	-	-	-
Credit Card Revenue	24,600	5,535	24,600	2,300	3,235	141%
Program Revenue	24,600	5,535	24,600	2,300	3,235	141%
Total Revenue						
	100.0%	22.5%		9.3%		
Expenditure						
Personnel	15,000	2,637	15,000	2,665	(28)	-1%
Employee Benefits	1,700	126	1,690	267	(141)	-53%
Contractual	-	-	-	-	-	-
Commodities	1,200	-	4,500	-	-	-
Other	-	-	-	-	-	-
Total Expenditure	17,900	2,763	21,190	2,932	(1,669)	-6%
	100.0%	15.4%		13.6%		
Surplus/(Deficit)	\$ 6,700	\$ 2,772	\$ 3,410	\$ (632)		

Kendall County Forest Preserve
Income Statement
For Period Ended 1/31/20

2 Month Budget Percent = 16.7%

ELLIS WEDDINGS - 1168

	Current Year FY20		Prior Year FY19		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
Revenue						
Donations	-	-				
Security Deposit	-	1,000	10,000	3,000	-2,000	
Credit Card Revenue	-	-				
Program Revenue	2,000	1,000	40,000	1,360	-360	-26%
Total Revenue	2,000	2,000	50,000	4,360	(2,360)	-54%
Expenditure						
Personnel	500	303	13,015	2,791	-2,488	-89%
Employee Benefits	-	9	966	444	-435	-86%
Contractual	1,500	229	16,755	117	112	
Commodities	50	-	2,050			
Other	1,000	-	4,000	110	-110	-100%
Total Expenditure	3,050	542	36,816	3,462	(2,920)	-84%
Surplus/(Deficit)	-\$1,050	\$ 1,458	\$13,184	\$ 898		

ELLIS OTHER RENTALS - 1169

	Current Year FY20		Prior Year FY19		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
Revenue						
Donations	-	-				
Security Deposit	600	1,800	600	150	1,650	1100%
Credit Card Revenue	-	-				
Program Revenue	4,500	240	4,500	540	-300	-56%
Total Revenue	5,100	2,040	5,100	690	1,350	196%
Expenditure						
Personnel	2,275	-				
Employee Benefits	174	-				
Contractual	-	-				
Commodities	400	-	600			
Other	600	-	600			
Total Expenditure	3,449	-	600	-		
Surplus/(Deficit)	\$1,651	\$2,040	\$4,500	\$690		

Kendall County Forest Preserve
Income Statement
For Period Ended 1/31/20

2 Month Budget Percent = 16.7%

ELLIS 5K - 1170

	Current Year FY20		Prior Year FY19		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
Revenue						
Donations	-	-	-	-	-	-
Security Deposit	-	-	-	-	-	-
Credit Card Revenue	-	-	-	-	-	-
Program Revenue	1,570	-	1,570	145	(1,425)	(90.8%)
Total Revenue	1,570	-	1,570	145	(1,425)	(90.8%)
Expenditure						
Personnel	-	-	-	-	-	-
Employee Benefits	-	-	-	-	-	-
Contractual	-	-	-	-	-	-
Commodities	550	-	550	-	(550)	(100.0%)
Other	-	-	-	-	-	-
Total Expenditure	550	-	550	-	(550)	(100.0%)
Surplus/(Deficit)	\$ 1,020	\$ -	\$ 1,020	\$ 145	\$ (875)	(85.7%)

Kendall County Forest Preserve
Income Statement
For Period Ended 1/31/20

2 Month Budget Percent = 16.7%

HOOVER GROUNDS - 1171

	Current Year FY20		Prior Year FY19		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
Revenue						
Donations	-	-	-	-		
Rentals	5,250	500	5,250	500		
Security Deposit Revenue	-	-	-	-		
Credit Card Revenue	-	-	-	-		
Total Revenue	5,250	500	5,250	500		
100.0%						
Expenditure						
Personnel	61,435	8,481	50,001	7,054	1,427	20%
Employee Benefits	24,034	1,017	14,423	1,873	-656	-39%
Contractual	-	-	-	-		
Commodities	46,800	9,395	45,100	6,880	2,515	37%
Other	13,000	1,288	13,000	1,088	200	18%
Total Expenditure	145,269	20,191	122,524	16,705	3,488	21%
100.0%						
Surplus/(Deficit)	\$ (140,019)	\$ (19,691)	\$ (117,274)	\$ (16,205)		

HOOVER BUNKHOUSE - 1172

	Current Year FY20		Prior Year FY19		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
Revenue						
Donations	-	-	-	-		
Rentals	35,000	8,050	33,525	7,085	955	13%
Security Deposit Revenue	6,000	800	6,000	1,000	-200	-20%
Credit Card Revenue	-	-	-	-		
Total Revenue	41,000	8,850	39,525	8,085	755	9%
100.0%						
Expenditure						
Personnel	30,718	4,241	25,001	3,528	713	20%
Employee Benefits	12,017	509	7,211	837	-328	-39%
Contractual	-	-	-	-		
Commodities	-	-	-	-		
Other	-	-	-	-		
Total Expenditure	42,735	4,750	32,212	4,365	385	9%
100.0%						
Surplus/(Deficit)	\$ (1,735)	\$ 4,100	\$ 7,913	\$ 3,730		

Kandall County Forest Preserve
Income Statement
For Period Ended 1/31/20

2 Month Budget Percent = 16.7%

HOOVER CAMPSITE - 1173

	Current Year FY20		Prior Year FY19		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
Revenue						
Donations	-	-				
Rental Revenue	6,000	340	4,750	425	-85	-20%
Security Deposit Revenue	-	-				
Credit Card Revenue	-	-				
Total Revenue	6,000	340	4,750	425	(85)	-20%
Expenditure						
Personnel	15,358	2,120	12,447	1,764	358	20%
Employee Benefits	6,009	147	3,608	420	-273	-65%
Contractual	-	-	-	-		
Commodities	-	-				
Other	-	-				
Total Expenditure	21,367	2,268	16,053	2,184	84	4%
Surplus/(Deficit)	\$ (15,367)	\$ (1,928)	\$ (11,303)	\$ (1,759)		

HOOVER MEADOWHAWK LODGE - 1174

	Current Year FY20		Prior Year FY19		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
Revenue						
Donations	-	-				
Rental Revenue	18,000	1,830	16,500	1,683	167	10%
Security Deposit Revenue	11,000	398	9,000	2,283	-1,886	-83%
Credit Card Revenue	-	-				
Total Revenue	29,000	2,228	25,500	3,946	(1,719)	-44%
Expenditure						
Personnel	15,358	2,119	12,501	1,763	356	20%
Employee Benefits	6,009	142	3,606	418	-276	-66%
Contractual	-	-				
Commodities	-	-				
Other	-	-				
Total Expenditure	21,367	2,262	16,107	2,181	81	4%
Surplus/(Deficit)	\$ 7,633	\$ (34)	\$ 9,393	\$ 1,765		

Kendall County Forest Preserve
Income Statement
For Period Ended 1/31/20

2 Month Budget Percent = 16.7%

ENVIRONMENTAL EDUCATION - 1175

	Current Year FY20		Prior Year FY19		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
Revenue						
Donations						
Security Deposit						
Credit Card Revenue						
Program Revenue	500	500	500	-		
Total Revenue	500	500	500	-		
Expenditure						
Personnel						
Employee Benefits		107		-		107
Contractual						
Commodities						
Other						
Total Expenditure		107		-		107
Surplus/(Deficit)	\$ 500	\$ (107)	\$ 500	\$ -		

ENV. EDUCATION SCHOOL PROGRAMS - 1176

	Current Year FY20		Prior Year FY19		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
Revenue						
Donations						
Security Deposit						
Credit Card Revenue						
Program Revenue	38,000	4,117	35,000	3,342		23%
Total Revenue	38,000	4,117	35,000	3,342	775	23%
Expenditure						
Personnel	30,887	3,943	35,000	1,728		128%
Employee Benefits	4,400	294	4,339	544		-46%
Contractual						
Commodities	700	16	1,000	8		96%
Other						
Total Expenditure	35,987	4,253	40,339	2,280	1,973	87%
Surplus/(Deficit)	\$ 2,003	\$ (136)	\$ (5,339)	\$ 1,062		

Kendall County Forest Preserve
Income Statement
For Period Ended 1/31/20

2 Month Budget Percent = 16.7%

ENV. EDUCATION CAMPS - 1177

	Current Year FY20		Prior Year FY19		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
Revenue						
Donations						
Security Deposit						
Credit Card Revenue						
Program Revenue	32,000	2,370	30,000	1,760	610	35%
Total Revenue	32,000	2,370	30,000	1,760	610	35%
Expenditure						
Personnel	25,870	2,244	27,200	2,181	63	3%
Employee Benefits	3,237	159	3,800	281	-122	-44%
Contractual	-	-	-	-		
Commodities	1,500	26	1,750	69	-43	
Other	-	-	-	-		
Total Expenditure	30,607	2,428	32,750	2,531	(103)	-4%
Surplus/(Deficit)	\$ 1,393	\$ (58)	\$ (2,750)	\$ (771)		

ENV. EDUCATION NATURAL BEGINNINGS - 1178

	Current Year FY20		Prior Year FY19		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
Revenue						
Donations						
Security Deposit						
Credit Card Revenue						
Program Revenue	115,800	29,817	86,430	22,982	6,825	30%
Total Revenue	116,100	30,647	86,430	22,982	7,655	33%
Expenditure						
Personnel	74,031	12,623	53,475	9,135	3,488	38%
Employee Benefits	9,870	804	6,452	1,153	-349	-30%
Contractual	-	-	-	-		
Commodities	4,000	388	4,000	658	-259	-38%
Other	-	-	-	-		
Total Expenditure	87,901	13,825	63,927	10,946	2,879	26%
Surplus/(Deficit)	\$ 28,199	\$ 16,821	\$ 24,503	\$ 12,046		

Kendall County Forest Preserve
Income Statement
For Period Ended 1/31/20

2 Month Budget Percent = 16.7%

ENV. EDUCATION PUBLIC PROGRAMS - 1179

	Current Year FY20		Prior Year FY19		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
Revenue						
Donations						
Security Deposit						
Credit Card Revenue		1,765	6,000	1,600	185	10%
Program Revenue		1,765	6,000	1,600	185	10%
Total Revenue		7,500	6,000	1,600	185	10%
Expenditure						
Personnel		576	8,200	551	25	5%
Employee Benefits		32	900	59	-27	-46%
Contractual		-	-	-	-	-
Commodities		3	600	65	-82	-85%
Other		-	-	-	-	-
Total Expenditure		8,239	9,700	675	(64)	-10%
Surplus/(Deficit)		\$ (739)	\$ (3,700)	\$ 925	(64)	-10%

ENV. EDUCATION LAWS OF NATURE - 1180

	Current Year FY20		Prior Year FY19		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
Revenue						
Donations						
Security Deposit						
Credit Card Revenue						
Program Revenue						
Total Revenue		-	-	-	-	-
Expenditure						
Personnel		610	3,052	323	287	89%
Employee Benefits		45	300	30	15	50%
Contractual		-	-	-	-	-
Commodities		104	550	54	50	92%
Other		-	-	-	-	-
Total Expenditure		4,373	3,902	407	352	86%
Surplus/(Deficit)		\$ (4,373)	\$ (3,902)	\$ (407)	\$ 352	86%

To: Kendall County Forest Preserve District Finance Committee
 From: David Guritz, Director
 RE: Pickerill-Pigott Phase I OSLAD Development Project - Bid Results
 Date: 27-Feb-20

Summary: D Construction of Coal City, Illinois is the apparent low bidder.

	D Const.	Innovation Landscape	Conley Exc	Paul Borg Const.
Base Bid	\$479,067.50	\$518,167.66	\$615,130.85	\$706,383.95
Alt #1 (Dumpster Encl.)	\$8,500.00	\$9,880.00	\$13,050.00	\$8,215.00
Alt #2 (Picnic Tables)	\$14,400.00	\$19,063.20	\$19,200.00	\$13,136.00
Alt #3 (Entry Asphalt)	\$4,500.00	\$8,266.25	\$5,500.00	\$6,160.00

Total	\$506,467.50	\$555,377.11	\$652,880.85	\$733,894.95
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**Project Budget
Funding Source**

OSLAD	\$ 315,000.00
District Match	\$ 315,000.00

\$ 630,000.00 Total Project Allocations
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Expenses

A&E	\$ 55,125.00
Soil Borings	\$ 3,000.00
Permitting	\$ 1,500.00
Incidentals (Est)	\$ 1,500.00
Construction	\$ 506,467.50

Total	\$ 567,592.50	Total Projected Expenses
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\$ 62,407.50	Est. Remaining Project Funding Available for Additional Improvements TBD
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Additional Improvements Possible

- Preserve Entrance Sign
- Asphalt Paving - Parking to Estate House to Shelter
- Improved Entry and Access Gates
- Groundwater Pump Renovation - Hilltop
- Pond Loop Trail Restoration Project
- Additional Interpretive and Wayfinding Signs



Pickerill-Pigott Forest Preserve: Public
 Access - Phase I OSLAD Development

Sheet No. 01 of 01

#	Contractor	Security	Addendum #1	Addendum #2	Base Bid Amount	Alternate #1	Alternate #2 / Alternates #3
1	Country Excavation, Morris IL	✓	✓	✓	\$ 615,130.85	\$ 131,050.00	\$ 19,200.00 / \$5,500.00
2	Innovation Landscape, Inc. Plainfield, IL	✓	✓	✓	\$ 518,167.66	\$ 9,880.00	\$ 19,063.20 / \$8,266.00
3	D. Construction, Coal City IL	✓	✓	✓	\$ 479,067.50	\$ 8,500.00	\$ 14,400.00 / \$4,500.00
4	Paul Berg Construction Co., Chicago, IL	✓	✓	✓	\$ 706,383.75	\$ 8,215.00	\$ 17,136.00 / \$6,160.00
5					\$	\$	\$
6					\$	\$	\$
7					\$	\$	\$
8					\$	\$	\$
9					\$	\$	\$
10					\$	\$	\$

Witness: Dan Conrath
 Witness: Myelle Gray

Title: Executive Director, KCFPD
 Title: Municipal Land Mgr.

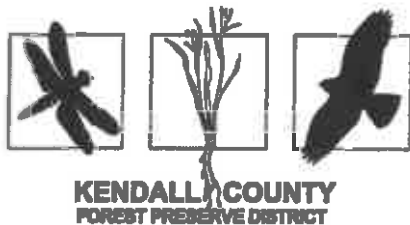
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**BID PROPOSAL
AND SPECIFICATIONS**

FOR

**Pickerill Pigot Forest Preserve:
Public Access
Phase 1 OSLAD**

**BID OPENING:
February 27th, 2020 at 10 AM**



**Kendall County Forest Preserve District
110 W. Madison Street
Yorkville, Illinois 60560
(630) 553-4025**

Prepared By:



UPLAND DESIGN Ltd.

**24042 Lockport St., Suite 200, Plainfield, Illinois 60544
1250 W. 18th Street, Studio D, Chicago, Illinois 60608
PH: (815) 254-0091**

Project #737

KENDALL COUNTY FOREST PRESERVE DISTRICT

HISTORIC KENDALL COUNTY COURTHOUSE

110 WEST MADISON STREET

YORKVILLE, IL 60560

LEGAL NOTICE

NOTICE TO BIDDERS KENDALL COUNTY FOREST PRESERVE DISTRICT

Sealed proposals for the Pickerill-Pigott Forest Preserve: Public Access—Phase I OSLAD Development in Kendall County, Illinois, shall be received at the Forest Preserve offices: 110 W. Madison Street, Yorkville, IL 60560 until 10:00 a.m. local time, February 27th, 2020, at which time all bids will be publicly opened and read aloud.

Work generally includes grading, earthwork, gravel drive and parking, asphalt paving, limestone trail, picnic shelter, site furniture and landscape restoration.

Bid documents will be available online beginning February 6th, at 11:00 am at <https://www.co.kendall.il.us/> and at the Forest Preserve offices and thereafter from 8:00 a.m. to 4:30 p.m., Monday through Friday. Phone: (630) -553-4025. The Pickerill-Pigott Forest preserve will be open for bidder inspection on February 18th 2020, from 8:30 am to 4:30 pm for site visits. A non-mandatory pre-bid meeting and site visit will take place at Pickerill-Pigott Forest Preserve at 10:30 am on February 18th, 2020.

Specifications require the submittal of a 10% Bid Surety with the proposal. In addition, the successful contractor(s) must be able to provide a satisfactory Performance Bond, Labor and Material Payment Bond, and required proof of insurance following the award of a contract.

All contracts for work herein are subject to all District and County rules and regulations, and providing for the payment of Kendall County's prevailing wage rate to all workers involved in these projects.

All bids will remain firm for 60 days after the bid opening. The Kendall County Forest Preserve District reserves the right to reject any or all bids, to waive informalities on a bid, and to accept the lowest responsible bid that serves the best interests of the District.

Minority business firms are encouraged to submit bids. Successful contract bidders are also encouraged to utilize minority businesses as sub-contractors for supplies, equipment, services, and construction. This project is being financed, in part, with funds from the Illinois Department of Natural Resources, "Open Space Lands Acquisition & Development" (OSLAD) grant program.

SECTION 00 2113
INSTRUCTIONS TO BIDDERS

For the purpose of these specifications, "Owner" shall refer to the KENDALL COUNTY FOREST PRESERVE and "Contractor" shall refer to the party entering into the contract for the performance of the specified work, and his or her legal representatives or agents. Contract Documents shall refer to addenda when issued, specifications and plan drawings.

1. PLANS AND SPECIFICATIONS

Plans and specifications may be online beginning February 6th, at 11:00 am at <https://www.co.kendall.il.us/> and at the Forest Preserve offices and thereafter from 8:00 a.m. to 4:30 p.m., Monday through Friday. Phone: (630) -553-4025. The Pickerill-Pigott Forest Preserve will be open for bidder inspection on February 18th 2020, from 8:30 am to 4:30 pm for site visits. A non-mandatory pre-bid meeting and site visit will take place at Pickerill-Pigott Forest Preserve at 10:30 am on February 18th, 2020.

All inquiries, outside of the bidder inspection, that concern the bid request shall be submitted in writing to the Owner via email to dguritz@co.kendall.il.us. Replies will be issued to all bidders of record as Addenda to the appropriate attachment and will become part of the agreement. Questions will not be responded to by oral clarification. Failure to request clarification will not waive bidder's responsibility to comprehend the plans and specifications and perform the work in accordance with the intent of the plans and specifications.

2. PROPOSAL FORM

Bidders shall submit the proposal form provided which shall be filled out completely and addressed as follows:

Pickerill-Pigott Forest Preserve: Public Access
Phase 1 OSLAD Development
Kendall County Forest Preserve District
110 W. Madison Street
Yorkville, IL 60560

All information requested on the bid forms shall be typewritten or written in ink. Where both written words and numerical figures are required, the written words shall apply in the event of a conflict. On the outside of the bid envelope, each sealed bid shall also contain the notation "**SEALED BID**" along with the following information:

- A) Pickerill-Pigott Forest Preserve: Public Access, Phase 1 OSLAD Development
- B) Bidder's company name, and
- C) Date and time of bid

Bids for the project shall be received on or before the published date and time at which time they will be opened and read publicly. Bids received at the above address after the deadline will be marked "Late" and will be returned to the bidder unopened. It is the bidder's responsibility to ensure that the bid submission is received prior to the stated deadline no matter what method is used to submit the bid.

3. ACCEPTANCE OR REJECTION OF BID

The Owner will accept or reject bids within sixty (60) days after analysis of the proposals, and reserves the right to accept or reject any or all bids; to restart the bidding process at any time after rejection of all bids; to combine or separate any section of work; to waive any minor informality or irregularity in the bids received; and/or to add or delete items in the bid if it is in the best interest of the Owner.

4. BIDDER EXPERIENCE

The Contractor bidding the project shall be actively engaged in work of the nature described in the plans and specifications and have a minimum of five (5) years experience in similar work, and must be able to demonstrate that adequate persons and materials are available to perform the work. The Contractor shall submit with the bid proposal no less than three (3) references for which the Contractor has completed work similar to that described in the plans and specifications.

5. EXAMINATION OF SITE AND DRAWINGS

See included Section 00 0110 Table of Contents for a complete list of specifications and drawings.

Before submitting a proposal, bidders shall carefully examine all of the above-referenced documents, the drawings and specifications, visit the site, and fully inform themselves as to all conditions and limitations. The failure or omission of any bidder to receive or examine any form or document, or to visit the site and become acquainted with existing conditions shall in no way relieve the bidder from any obligation with respect to his bid. By submitting a bid, the bidder warrants that he/ she has examined the site, specifications, and drawings, and that where the specifications require that a given result be produced, the specifications and drawings are adequate and the required result can be produced using the specifications and drawings.

6. BID SURETY

A bid surety in an amount equal to ten percent (10%) of the total bid price shall accompany each sealed bid. The surety can be in the form of a bid bond or certified check and should be made payable to the Owner. The bid surety of all bidders, except the successful Contractor(s), shall be returned within ten (10) days after the Owner's decision to accept and/or reject bids. The successful Contractor's bid surety shall be returned upon receipt of an acceptable Performance Bond, Payment Bond, and Certificate of Insurance. The bidder shall pay all premiums and costs associated with this bid surety.

7. PERFORMANCE BOND

Within ten (10) days after the award of contract, the successful Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond, each equal to 100% of the contract and all obligations arising from it. Bonds shall be provided on the AIA-312 Form or another similar form which is acceptable to the Owner, and shall become part of the contract. The failure of the successful bidder to enter into contract and supply the required bonds within ten (10) days of award of contract, or within such extended period as the Owner may grant, shall constitute default, and the Owner may either award the contract to the next responsible bidder, or re-advertise for bids. A charge against the defaulting bidder may be made for the difference between the amount of the bid and the amount for which a subsequent contract is executed, irrespective of whether the amount thus due exceeds the amount of the bid guarantee. Contractor shall pay all premiums and costs of this bond.

8. ASSIGNMENT AND SUBCONTRACTORS

The Contractor shall not assign any part of this contract, or award any work under this contract to any subcontractor without prior written approval from the Owner. Nothing contained in the contract documents shall create any contractual relation between any subcontractor and the Owner.

9. INSURANCE

NOTE: Bidders' attention is directed to the insurance requirements below. It is highly recommended that bidders confer with their respective insurance carriers or brokers to determine in advance of bid submission the availability of insurance certificates and endorsements as prescribed and provided herein. If an apparent low bidder fails to comply strictly with the insurance requirements, that bidder may be disqualified from award of the contract.

Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001 1185) or insurance Services Office form no. GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Board Form Comprehensive General Liability or the most recent revision.
2. **Please note Endorsement CG 21 34 11 88, CG 21 39 11 88 or other such policy provision or endorsement which limits contractual liability shall be deleted in its entirety.**
3. Insurance Services Office Business Auto Coverage form number CA 0001 0187 covering Automobile Liability, code 1 "any auto" and endorsement CA 0029 1288 Changes in Business Auto and Truckers Coverage forms - Insured Contract.
4. Workers' Compensation insurance as required by statute and Employers Liability insurance.
5. Manufacturers, Owners and Contractors liability insurance.
6. Coverage for collapse, explosion, and excavation and trenching done with power equipment or by hand.

B. Minimum Limits of Insurance. Contractor shall maintain limits no less than:

1. General Liability: \$2,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project using the endorsement CG 25 03 11 85 or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability:** \$1,000,000 combined single limit per accident for bodily injury and property damage including coverage's for owned, hired or non-owned vehicles, as applicable.
3. **Workers' Compensation and Employers Liability:** Workers' compensation limits as required by statute and Employers Liability limits of \$1,000,000 per accident and \$1,000,000 per disease.
4. **Umbrella or Excess Liability:** In addition, contractor shall provide umbrella or excess liability insurance providing in excess of the underlying General Liability, Automobile Liability and Employers' Liability insurance above, with the following minimum limits of \$5,000,000 per Each Occurrence and \$5,000,000 per Annual Aggregate (where applicable in the underlying) Such umbrella or excess liability policy shall provide substantially the same coverage as the underlying General Liability, Automobile Liability or Employers' Liability insurance and shall expressly provide that the umbrella or excess policy will drop down over a reduced or exhausted aggregate limit of the underlying insurance.

C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retention's must be declared to and approved by the Owner. At the option of the Owner either: the insurer shall reduce or eliminate such deductibles or self-insured retention's as respects the Owner, its officers, officials, employees, volunteers and agents; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Insurance Provisions. The policies are to contain, or be endorsed to contain, the following provisions:

1. **Regarding General Liability and Automobile Liability Coverages,**
 - a. The Owner, Upland Design, Ltd., their officers, officials, employees, volunteers, and Upland Design Ltd's subconsultants are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations of the contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the contractor. Coverage shall contain no special limitations on scope of protection afforded to the Owner, its officers, officials, employees, volunteers, or agents.
 - b. The Contractor's insurance coverage shall be primary insurance as respect to the Owner, its officers, officials, employees, volunteers, and agents. Any insurance or self-insurance maintained by the Owner, its officers, officials, employees, volunteers or agents shall be excess of the Contractor's insurance and shall not contribute with it.
 - c. Any failure to comply with reporting provisions of the policies shall not affect coverage to the Owner, its officers, officials, employees, volunteers, or agents.

- d. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Workers' Compensation and Employers Liability Coverage

- a. The insurer shall agree to waive all rights of subrogation against the Owner, its officers, officials, employees, volunteers, and agents for losses arising from work performed by the contractor for the Owner.

3. All Coverage's

- a. Each insurance policy required by this clause shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Owner.

E. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A: VII. and licensed to do business in the State of Illinois.

F. Verification of Coverage. Contractor shall furnish the Owner with certificates of insurance and with original endorsements if applicable effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the Owner before work commences. The Owner reserves the right to require complete, certified copies of all required insurance policies, at any time.

G. Subcontractors. Contractor shall include all subcontractors as insured's under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

H. An endorsement containing the following: "Solely as respects to work done by and on behalf of the named insured for the Owner, it is agreed that the Owner and Upland Design, Ltd., are added as additional insured under this policy."

10. NON-DISCRIMINATION PROVISIONS

Contractor, its 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. In the event the Contractor does not comply with any of the above-referenced statutes and regulations, the Contractor may be declared non-responsible and therefore ineligible for future contracts with the State of Illinois or any of its political subdivisions, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

11. PREVAILING WAGE

A. PREVAILING WAGE ACT

This contract calls for the construction of a "public work", within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. The Contractor shall comply with the Prevailing Wage Law of the State of Illinois. No less than the prevailing rate of wages as found by the Owner for the County in which the project takes place, or Department of Labor, or determined by the court of review, shall be paid to all laborers, workers and mechanics performing work under this contract. Contractor's bonds shall include such provision as will guarantee the faithful performance of such prevailing wage clause as provided by this contract.

The Owner is a public body that is subject to the Prevailing Wage Act, 820 ILCS 130/.01 et seq. Contractor shall comply at all times with the provisions of the Illinois Prevailing Wage Act. Failure of Contractor to comply with the Illinois Prevailing Wage Act, including, but not limited to the inspection of records, and any rules or regulations promulgated by the State of Illinois with regard to the Illinois Prevailing Wage Act, will result in the cancellation of the Contract. Contractor expressly waives any right for recovering damages due to Contract cancellation.

Contractor shall maintain accurate records of the names, occupations, and wages paid to each laborer, worker, and mechanic employed in connection with the work. Contractor shall allow the Owner access to these records for inspection purposes at any reasonable hour and upon reasonable notice.

When the Illinois Department of Labor revises the prevailing rate of wages these revised rates shall apply to the Contract. In case of underpayment of the Prevailing Wage, a penalty of 20% of the underpayment shall be assessed against Contractor, payable to the Illinois Department of Labor. Underpayment that has not been repaid to a worker within 30 days of violation is subject to an additional 2% of the underpayment as a punitive damage assessment, payable to the worker.

B. CERTIFIED PAYROLL

This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

12. EMPLOYMENT OF ILLINOIS WORKERS:

The Owner is a public body that is subject to the Employment of Illinois Workers on Public Work Projects Act. If the project receives State funds or funds administered by the State Illinois, and if at the time the contract is executed, or if during the term of the contract, there is a period of excessive unemployment in Illinois as defined in the Employment of Illinois Workers on Public Works Act, the Contractor, its consultants, contractors, subcontractors, and agents agree to employ laborers on this project in accordance with the Employment of Illinois Workers on Public Works shall comply at all times with provisions of the Act. Failure of Contractor to comply with the Employment of Illinois Workers on Public Works Act, and any rules or regulations promulgated by the State of Illinois with regard to the Employment of Illinois Workers on Public Works Act, will result in the cancellation of the Contract. Contractor expressly waives any right for recovering damages due to Contract cancellation. Contractor shall maintain accurate records of the names and addresses of workers employed by it, whether skilled, semi-skilled, or unskilled, and whether manual or non-manual.

13. DRUG FREE WORKPLACE ACT

Contractor and its consultants, employees, contractors, subcontractors and agents agree to comply with all provisions of the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 et. seq. and the Illinois Drug Free Workplace Act, 30 ILCS 580/1 et seq."

14. PAYMENT

Payment shall be made in accordance with the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 505/1 et seq.).

15. LIQUIDATED DAMAGES

The Contractor shall commence the work with authorization from the Owner pending delivery and shall be completed by October 15, 2020. In the event the Owner and Contractor cannot agree that the entire project work is substantially completed by October 15, 2020 (seeding shall be complete, but lawn does not have to be filled in), then, in addition to any remedies available to the Owner, the Contractor shall pay to the Owner the sum of one percent (1%) of the total contract amount per day for each day beyond the completion date until substantial completion of the work has been achieved. Please note that lawn seeding shall be complete by October 15, 2020, but that full germination shall not be required. The Contractor will continue work to ensure healthy lawn and prairie/rain garden are established until completion and acceptance by Owner of these items. This payment is for the liquidated damages, in addition to any other damages that may be incurred the Owner, and not as a penalty. All such liquidated damages may set off against any monies that may be due the Contractor. When substantial completion is met, a punch list will be developed by Upland Design Ltd. Fifteen calendar days after the punch list is delivered, all items shall be complete. If any items remain to be complete after fifteen calendar days the Contractor shall pay the sum of one percent (1%) of the total contract amount per day beyond until final completion of the work has been achieved.

16. GUARANTEE

Contractor must comply with project closeout terms, refer to section 01 7700 – Project Closeout

END OF SECTION

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

D. Construction, Inc.
1488 S. Broadway
Coal City, IL 60416

SURETY:

(Name, legal status and principal place of business)

Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116
Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

OWNER:

(Name, legal status and address)

Kendall County Forest Preserve District
110 West Madison Street
Yorkville, IL 60560

1411 Opus Place, Suite 450
Downers Grove, IL 60515

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: \$ 10% Ten Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Pickerill-Pigott Forest Preserve: Public Access-Phase I OSLAD

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 27th day of February, 2020


(Witness)

Tamara L. Hansen


(Witness) Cynthia Schwinn

D. Construction, Inc.

(Principal)

(Seal)

By:


(Title) Kenneth Sandeno President

Liberty Mutual Insurance Company

(Surety)

(Seal)

By:


(Title) Jennifer J. McCormick Attorney-in-Fact



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees. To confirm the validity of this Power of Attorney call 610-632-6240 between 9:00 am and 4:30 pm EST on any business day.



Liberty Mutual

SURETY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Jennifer J. McComb of the city of Downers Grove, state of IL, its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bond:

Principal Name: D. Construction, Inc.

Obligee Name: Kendall County Forest Preserve District

Surety Bond Number: Bld Bond

Bond Amount: See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 12th day of December, 2018.



The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA
COUNTY OF MONTGOMERY

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On this 12th day of December, 2018, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 27th day of February, 2020.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

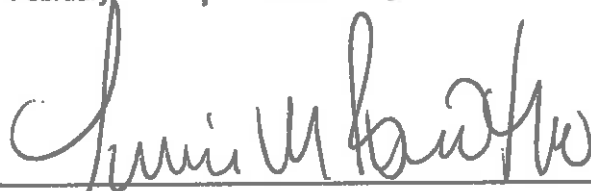
State of Illinois

County of DuPage

SURETY ACKNOWLEDGEMENT (ATTORNEY-IN-FACT)

I, Tariese M. Pisciotto Notary Public of DuPage County, in the State of Illinois,
do hereby certify that Jennifer J. McComb Attorney-in-Fact, of the Liberty Mutual Insurance
Company who is personally known to me to be the same person whose
name is subscribed to the foregoing instrument, appeared before me this day in person, and
acknowledged that she signed, sealed and delivered said instrument, for and on behalf of the
Liberty Mutual Insurance Company for the uses and purposes therein set forth.

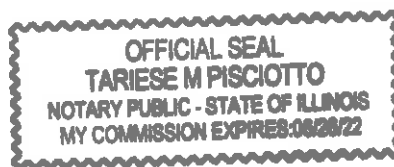
Given under my hand and notarial seal at my office in the City of Downers Grove in
said County, this 27th day of February, 2020



Notary Public

Tariese M. Pisciotto

My Commission expires: June 28, 2022



Bid Proposal for:
 Pickerill Piggot Forest Preserve
 Phase 1 OSLAD Development

Contractor: D. Construction, Inc

TO: Kendall County Forest Preserve District
 Pickerill Piggot Forest Preserve: Public Access
 110 W. Madison Street
 Yorkville, Illinois 60560

Project # 737

The undersigned bidder has carefully examined the plans and specifications for Kendall County Forest Preserve District, Pickerill Piggot Forest Preserve: Public Access Phase I OSLAD Development, in Yorkville, Illinois as prepared by Upland Design Ltd. and having carefully examined the site and completely familiarized him/herself with local conditions affecting the cost of the work: hereby states that he/she will provide all necessary labor, equipment, tools, machinery, apparatus and all other means of construction, do all the work and furnish all materials, called for by said plans and specifications in the manner prescribed by in accordance with the requirements of the contract, specification and drawings: and will accept as full and complete payment therefore the base bid amount which is the summation of the cost of the items of work and is equal to the summation of the extension of the unit prices.

Description of abbreviations:

SF = Square Feet
 SY = Square Yard
 FF = Finished Face

CF = Cubic Feet LF= Lineal Feet
 CY = Cubic Yard LS = Lump Sum

BASE BID

Item #	Description	Quantity	Unit	Installed Unit Price	Item Total
1	Site Preparation, Removals & Earthwork, Complete	1	LS	\$ 7,800.00	\$ 7,800.00
2	Temporary Concrete Washout	1	EA	\$ 1,500.00	\$ 1,500.00
3	Silt Fence	1405	LF	\$ 2.50	\$ 3,512.50
4	Ditch Check	1	LS	\$ 4,000.00	\$ 4,000.00
5	Undercut, Removals and Placement of PGE (to be used only with approval of Owner's Representative)	100	CY	\$ 100.00	\$ 10,000.00
6	Vehicular Asphalt Paving	531	SY	\$ 44.00	\$ 23,364.00
7	Vehicular Asphalt Striping	1	LS	\$ 3,500.00	\$ 3,500.00
8	Crosswalk Striping	1	LS	\$ 1,500.00	\$ 1,500.00
9	Concrete Paving	2459	SF	\$ 8.00	\$ 19,672.00
10	Entry Drive & Gravel Paving - at 12" Depth	4178	SY	\$ 17.00	\$ 71,026.00
11	Gravel Trail - 8' wide at 9" Depth	1677	SY	\$ 13.00	\$ 21,801.00
12	Gravel Existing Trail - 8' wide at 3" Depth	1948	SY	\$ 5.25	\$ 10,227.00
13	ADA Parking Sign	5	EA	\$ 200.00	\$ 1,000.00
14	Wheelstop	48	EA	\$ 120.00	\$ 5,760.00
15	Cable Gate	1	LS	\$ 3,500.00	\$ 3,500.00

Bid Proposal for:
 Pickerill Piggot Forest Preserve
 Phase 1 OSLAD Development

Contractor: D. Construction, Inc.

Site Furniture shall be purchased and fully installed by Contractor.					
16	Purchase and Install Shelter 28'X52'	1	LS	\$ 97,300.00	\$ 97,300.00
17	Purchase and Install Prefab Restroom Building 2 Single Users, Waterless, Chase Option, Solar Light Option, Solar Vent Option	1	LS	\$ 50,000.00	\$ 50,000.00
18	Purchase and Install Bench	2	EACH	\$ 2,000.00	\$ 4,000.00
19	Purchase and Install Trail Markers	2	EACH	\$ 1,500.00	\$ 3,000.00
20	Storm Sewer 12" PVC	192	LF	\$ 20.00	\$ 3,840.00
21	Storm Sewer 18" PVC	38	LF	\$ 70.00	\$ 2,660.00
22	Storm Sewer 24" PVC	31	LF	\$ 95.00	\$ 2,945.00
23	Metal End Section, 12"	10	EA	\$ 200.00	\$ 2,000.00
24	Metal End Section, 18"	2	EA	\$ 300.00	\$ 600.00
25	Metal End Section, 24"	2	EA	\$ 400.00	\$ 800.00
26	Rip Rap, RR-3	40	SY	\$ 100.00	\$ 4,000.00
27	Lawn restoration and establishment including core aeration, seeding, fertilizing, and blanket cover at all disturbed areas.	1	LS	\$ 55,000.00	\$ 55,000.00

Base Bid Total \$ 479,067.50

Base Bid in Writing:

Four hundred seventy nine thousand sixty seven dollars & fifty cents

ALTERNATE #1: Dumpster Enclosure

Item #	Description	Quantity	Unit	Installed Unit Price	Item Total
A1-1	Dumpster Enclosure	1	LS	\$ 8,500.00	\$ 8,500.00

Alternate #1 Total \$ 8,500.00

Alternate #1 in Writing:

Eight thousand five hundred dollars & zero cents

Bid Proposal for:
 Pickerill Piggot Forest Preserve
 Phase 1 OSLAD Development

Contractor: P. Construction, Inc.

ALTERNATE #2: Picnic Tables at Shelter

Item #	Description	Quantity	Unit	Installed Unit Price	Item Total
A2-1	Purchase and Install Picnic Tables	8	EA	\$ 1,800.00	\$ 14,400.00

Alternate #2 Total \$ 14,400.00

Alternate #2 In Writing:

Fourteen thousand four hundred dollars & zero cents

ALTERNATE #3: Asphalt Apron at Entry

Item #	Description	Quantity	Unit	Installed Unit Price	Item Total
A3-1	Asphalt Paving at Entry Drive in Lieu of Gravel, 85 <u>DSY</u>	1	LS	\$ 4,500.00	\$ 4,500.00

Alternate #3 Total \$ 4,500.00

Alternate #3 In Writing:

Four thousand five hundred dollars & zero cents

End of Bid Items - Fill out remainder of forms.
 Provide 2 copies of bid form.

CONTRACTOR: P. Construction, Inc.

CONTACT: Bennett Sandens SIGNATURE: [Signature]

*Bennett Sandens
 President*

PHONE: 815-634-2555 FAX: 815-634-8748

ADDRESS: 1488 S. Broadway

Coal City, Ill. 60416

List Surety Company Which Contractor will be using for Performance and Payment Bonds: Liberty Mutual Insurance Company

CONTRACTOR REFERENCES

Please include three references with which the Contractor has completed similar work in the past two years. List name of owner, contact person, address, and phone number.

1) Village of Plainfield (Shared use path 127th)
Randy Jossen (815) 436-3577
29401 W. Lockport Street, Plainfield, IL 60544

Project Description and Contract
Amount \$199,000 Shared use path

2) Forest Preserve District of Will County
John D'Leor (815) 727-8700
17540 W. Lamony Road, Joliet, IL 60433

Project Description and Contract Garage
Amount \$402,785.00 Trail extension phase 2

3) TDOT (Illinois Department of Transportation) District 3
Joe Wick (815) 434-6131
700 E. Harris Ave, Joliet, IL 61350

Project Description and Contract
Amount \$153,942.00 Shared use path

4) _____

Project Description and Contract
Amount _____

5) _____

Project Description and Contract
Amount _____

SUBCONTRACTORS: List all subcontractors who will perform work representing 5% or more of the total base bid. The Bidder represents that the subcontractors are qualified to perform work required. References may be requested for any sub-contractor.

- 1) *Seasons Landscaping Inc. 1844 Briggs Street, Titusville, FL 32932* *Landscaper*
- 2) *LB Foster 115 Windsor Drive (St 60), Oak Brook, IL 60523* *Supplier*
- 3) _____
- 4) _____
- 5) _____
- 6) _____
- 7) _____

SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECT ACT
CONTRACTOR COMPLIANCE AGREEMENT

Contractor agrees to maintain all records and documents for projects of the Owner in compliance with the Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/15.

(820 ILCS 265/15)

Sec. 15. Substance abuse prevention programs required.

(1) Before an employer commences work on a public works project, the employer shall have in place a written program which meets or exceeds the program requirements in this Act, to be filed with the public body engaged in the construction of the public works and made available to the general public, for the prevention of substance abuse among its employees. The testing must be performed by a laboratory that is certified for Federal Workplace Drug Testing Programs by the Substance Abuse and Mental Health Service Administration of the U.S. Department of Health and Human Services. At a minimum, the program shall include all of the following:

- (A) A minimum requirement of a 9 panel urine drug test plus a test for alcohol. Testing an employee's blood may only be used for post-accident testing, however, blood testing is not mandatory for the employer where a urine test is sufficient.
- (B) A prohibition against the actions or conditions specified in Section 10.
- (C) A requirement that employees performing the work on a public works project submit to pre-hire, random, reasonable suspicion, and post-accident drug and alcohol testing. Testing of an employee before commencing work on a public works project is not required if the employee has been participating in a random testing program during the 90 days preceding the date on which the employee commenced work on the public works project.
- (D) A procedure for notifying an employee who violates Section 10, who tests positive for the presence of a drug in his or her system, or who refuses to submit to drug or alcohol testing as required under the program that the employee may not perform work on a public works project until the employee meets the conditions specified in subdivisions (2)(A) and (2)(B) of Section 20.

(2) Reasonable suspicion testing. An employee whose supervisor has reasonable suspicion to believe the employee is under the influence of alcohol or a drug is subject to discipline up to and including suspension, and be required to undergo an alcohol or drug test. "Reasonable suspicion" means a belief, based on behavioral observations or other evidence, sufficient to lead a prudent or reasonable person to suspect an employee is under the influence and exhibits slurred speech, erratic behavior, decreased motor skills, or other such traits. Circumstances, both physical and psychological, shall be given consideration. Whenever possible before an employee is required to submit to testing based on reasonable suspicion, the employee shall be observed by more than one supervisory or managerial employee. It is encouraged that observation of an employee should be performed by a supervisory or managerial employee who has successfully completed a certified training program to recognize drug and alcohol abuse.

Kendall County Forest Preserve District

SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT

Page 1 of 2

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The employer who is requiring an employee to be tested based upon reasonable suspicion shall provide transportation for the employee to the testing facility and may send a representative to accompany the employee to the testing facility. Under no circumstances may an employee thought to be under the influence of alcohol or a drug be allowed to operate a vehicle or other equipment for any purpose. The employee shall be removed from the job site and placed on inactive status pending the employer's receipt of notice of the test results. The employee shall have the right to request a representative or designee to be present at the time he or she is directed to provide a specimen for testing based upon reasonable suspicion. If the test result is positive for drugs or alcohol, the employee shall be subject to termination. The employer shall pay all costs related to this testing. If the test result is negative, the employee shall be placed on active status and shall be put back to work by the employer. The employee shall be paid for all lost time to include all time needed to complete the drug or alcohol test and any and all overtime according to the employee's contract.

(3) An employer is responsible for the cost of developing, implementing, and enforcing its substance abuse prevention program, including the cost of drug and alcohol testing of its employees under the program, except when these costs are covered under provisions in a collective bargaining agreement. The testing must be performed by a laboratory that is certified for Federal Workplace Drug Testing Programs by the Substance Abuse and Mental Health Service Administration of the U.S. Department of Health and Human Services. The contracting agency is not responsible for that cost, for the cost of any medical review of a test result, or for any rehabilitation provided to an employee.

(Source: P.A. 95-635, eff. 1-1-08.)

Upon bid award, the contractor agrees to provide a copy of their Substance Abuse Prevention Plan to the Owner prior to beginning construction.



Contractor Signature

Kenneth Jandeno
President

2-27-2020

Date



Contractor Name

CONTRACTOR COMPLIANCE ATTACHMENT

The following shall be included with proposal form.

A.) The contractor shall abide by and comply with all applicable local and state laws relating to:

- 1.) Fair employment practices and prohibiting discrimination in employment as set forth in the Illinois Human Rights Act
- 2.) Any and all applicable workmen's compensation laws
- 3.) Wages and claims of laborers, mechanics and other workmen, agents or servants in any manner employed in connection with contracts involving public funds or the development or construction of public works, buildings or facilities.

The scale of wages to be paid shall be obtained from the Illinois Department of Labor and posted by the Contractor in a prominent and accessible place.

B.) The Contractor certifies it has not been barred from being awarded a contract with a unit of state or local government as a result of violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961 (bid rigging or bid rotating).

C.)The Contractor certifies, pursuant to the Illinois Human Rights Act (775 ILCS 5/2-105), that it has written sexual harassment policy that includes, at a minimum, the following information (I) the illegality of sexual harassment: (II)the definition of sexual harassment under State law: (III)a description of sexual harassment utilizing examples: (IV) the Contractor's internal complaint process including penalties: (V) the legal recourse, investigation and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and directions on how to contact both: and (VI) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. A copy of the policy shall be provided to the Department of Human Rights upon request.

D.)The Contractor certifies that it shall follow the Prevailing Wages Act, Illinois Revised Statutes, Chapter 48, Paragraphs 39s-1, et seq. Contractor shall comply at all times with the provisions of the Act.


Contractor Signature

02-27-2020
Date

Kenneth Sanders - President D. Construction, Inc.
Contractor Name



ADDENDUM NUMBER 1

Pickerill-Pigott Forest Preserve: Public Access Phase 1 OSLAD – Kendall County Forest Preserve District #737

DATE: February 20, 2020

TO: ALL KNOWN BID DOCUMENT RECIPIENTS

VIA EMAIL – Two (2) pages and attachments as described below

The following changes or clarifications for the above referenced bid shall be made part of the bidding documents and a copy of this addendum – all pages – shall be submitted attached to the Bid Proposal Form.

1. Updated specification sections attached

- a. 00 0110 - Table of Contents
- b. 00 1000 - General Conditions
- c. 00 2113 - Instructions to Bidders
- d. 00 2200 - Agreement
- e. 01 7700 - Project Closeout

2. Clarifications

- a. Alternate Bid Item #A3-1: Asphalt shall be referred to as SY instead of CY.
- b. Specification 13 3400 Prefabricated Restroom Building, Section 2.2 and 2.3: Replace "Double Rocky Mountain" model with "Tioga"
- c. Sheet 2.2: Contractor may reuse removed gravel on site as structural fill as long as it meets specification by being free of organic matter and/or soil.
- d. Sheet 2.3 and 2.4: The existing gravel drive going East is to remain as identified. 3" topdressing of existing trail shall be 8' wide per plans and shall be centered on existing drive where existing drive is wider. No removals shall take place in these areas.
- e. Sheets 4.0 - 4.4: Lawn restoration includes topsoil, seed, and blanket at all areas disturbed due to construction.
- f. The cost of soil sampling and analysis to comply with Clean Construction or Demolition Debris (CCDD) requirements per Illinois Public Act 96-1416 and the Environmental Protection Agency shall be incidental. The Owner will not provide an LPC-663 form.
- g. There is no additional tree removal allowance. Tree removals are listed in the plans. Any brush or trees less than 6" diameter and within the construction limits are to be removed and incidental to the contract. Refer to standard IDOT specification.
- h. Any trees that need to be trimmed for construction activities are incidental and must meet International Society of Arboriculture (ISA) tree pruning standards. During construction, all trimming needs to be pre-approved by the Owner's Representative.



- i. The contractor is responsible for proof roll compaction inspections and coordination with the Owner's Representative. Additional testing will be provided by Owner at their sole discretion.
- j. Access to the site and existing buildings will need to remain open to Forest Preserve District staff during construction. The site is not open to the public.
- k. Temporary fence is not required around work areas. It is up to the contractor to determine where fence is needed for work site safety and is incidental to contract cost.
- l. There are no minority firm, minority worker or local worker requirements for this project, however minority business firms are encouraged to submit bids. Successful contract bidders are also encouraged to utilize minority businesses as sub-contractors for supplies, equipment, services, and construction.

3. Pre-Bid Meeting Sign In Sheet Attached

4. Important Dates

- a. Bid Open: February 27, 2020 at 2pm
- b. Notice to Proceed: March 2020
- c. Completion Date: October 15, 2020

End of Addendum.

Pickerill-Pigot Forest Preserve: Public Access - Phase I OSLAD Development				Pre-Bid : Sign-In Sheet
Kendall County Forest Preserve District Upland Design Ltd, Plainfield, IL 815-254-0081				2/18/2020
NAME	COMPANY	PHONE #	EMAIL	
1 Phil Gillspie	Conley	815-942-1905	pgillspie@conleycc.com	
2 Mark Murphy	Conley	815-931-9674	murphy@conleycc.com	
3 Pat Hogan	Kendall Exc	630-774-5101	Pat@KendallExcavating.com	
4 Steve O'Connell	Barish	815-482-8991	soconnell@barishexcavating.com	
5 Jordan Bond	Barish	815 557 1515	JBond@BarishExcavating.com	
6 Andy Moser	D Construction	815-624-7555	a.moser@dcconstruction.com	
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ADDENDUM NUMBER 2

Pickerill-Pigott Forest Preserve: Public Access Phase 1 OSLAD – Kendall County Forest Preserve District #737

DATE: February 26, 2020

TO: ALL KNOWN BID DOCUMENT RECIPIENTS

VIA EMAIL – One (1) page

The following changes or clarifications for the above referenced bid shall be made part of the bidding documents and a copy of this addendum – all pages – shall be submitted attached to the Bid Proposal Form.

- 1. Bid Open: February 27, 2020 at 10am**
 - a. Bid open is at 10am, not 2pm as listed in Addendum 1

End of Addendum.

KENDALL COUNTY FOREST PRESERVE LEASE AGREEMENT

This Lease Agreement (Lease) is made and entered into as of March 3, 2020, (the Effective Date), by and between the Landlord, the County of Kendall ("County") and the Tenant, the Kendall County Forest Preserve District ("Forest Preserve").

1. PREMISES.

1.1 In consideration of the mutual promises, covenants, and conditions herein set forth, the County ("Landlord") hereby leases to the Forest Preserve ("Tenant") and the Forest Preserve hereby leases from the Landlord that certain portion of the Historic Courthouse building located at 110 West Madison Street, Yorkville, Kendall County, Illinois ("the Building"), consisting of approximately 963 square feet as outlined on Exhibit A attached hereto (hereinafter referred to as "Premises"), for the Forest Preserve to further its purpose of "preserving and managing natural areas and open spaces, providing environmental education, and offering recreational opportunities for Kendall County residents." Said Premises are designated on Exhibit A attached hereto and excludes all Common Areas as defined herein and reflected on Exhibit A.

In addition to Tenant's rights to use and occupy the Premises as hereinafter specified, Tenant shall have non-exclusive rights to the Common Areas (as defined in Section 5.1 below) as hereinafter specified, but shall not have any rights to the roof, exterior walls or utility raceways of the Building.

1.2 Landlord expressly reserves (a) the use of the exterior front, rear and side walls and roof of the Premises and the shared use of any space between the ceiling of the Premises and the floor above or the roof of the Building(s), and (b) the right to install, maintain, use, repair, and replace the pipes, ducts, conduits, and wires leading into or running through the Premises (in locations which will not materially interfere with Tenant's use of the Premises).

2. TERM.

2.1 Term. The Initial Term of this Lease shall be for the period of one (1) year commencing on March 31, 2020 and terminating on the last day of March, 2021. "Lease Term" or "Term" shall mean the Initial Term and any exercised Automatic Renewal Periods (as defined in Section 2.2 below). This Lease Agreement may be terminated at any time by either party by providing sixty (60) days written notice of the termination to the other party.

2.2 Automatic Renewal. Provided Tenant has not during the Term been in default in the payment of Rent and Tenant is then occupying the Premises, this lease shall auto renew on the anniversary date of the original lease date. Auto Renewal shall remain in effect unless either party notifies the other party, in writing with at least 60 days' notice prior to the anniversary date of the original lease date. The Lease shall thereby be extended on all the terms and provisions contained in this Lease.

3. RENT

3.1 Rental Payment. Tenant shall pay to Landlord Rent for said Premises in the amount of \$4,6032.00 per year, with the year start date commencing on March 31, 2020. Tenant shall make monthly payments in the amount of \$3,836.00, commencing on March 31, 2020 and each full payment shall be made by the first day of the month thereafter.

3.2 Security Deposit. No security deposit will be required as part of this lease.

3.3 Fair Market Value. The Landlord and Tenant agree that the fair market value for the rental of the premise is as set forth above in section 3.1.

3.4 Other Lease Agreements. The Landlord and Tenant agree that any other lease or license agreement (between the Landlord and a party other than Tenant) relating to the Building shall not render this Lease invalid and that any current or future income generated by those lease or license agreements with parties other than Tenant is the property of the Landlord.

4. PROPERTY

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

5. COMMON AREA.

5.1 Definition. The term "Common Areas" is defined as all areas and facilities outside the Premises and within the Building and facilities, utilities, or equipment outside the Building which serve any County facility or property that are provided and designated by the Landlord from time to time for the general non-exclusive use of Landlord, Tenants, and other tenants within the Building and their respective employees, suppliers, shippers, customers, contractors and invitees, including parking areas, loading and unloading areas, trash areas, roadways, walkways, driveways, landscaped areas, roofs and exterior walls of the Building, all utility systems, heating, ventilating, and cooling systems, and sewer laterals. The general non-exclusive use of the Common Areas by Tenant shall be subject to short-term license and lease agreements as described in section 5.3.

5.2 Use of the Common Areas—Tenant's Rights. Landlord grants to Tenant, for the benefit of Tenant and its employees, suppliers, shippers, contractors, customers and invitees, during the term of this Lease, the non-exclusive right to use, in common with other tenants in the Building and other entitled to such use (including Landlord), the Common Areas as they exist from time to time, subject to any rights, powers, and privileges reserved by Landlord under the terms hereof or under the terms of any rules and regulations or restrictions governing the use of the Building.

Tenant acknowledges that Landlord may change the shape, size, location, number, and extent of the improvements to any portion of the Building without Tenant's consent so long as it does not unreasonably impede Tenant's use of the Premises.

Tenant agrees to keep the Common Area free and clear of any obstructions created or permitted by Tenant or resulting from Tenant's operation and to use the Common Area only for normal activities, including parking, ingress, and egress by Tenant and its employees, agents, representatives, licensees, and invitees to and from the Premises and Building. If unauthorized persons are using the Common Area by reason of the presence of Tenant in the Premises, Tenant, upon demand of Landlord, shall correct such situation by appropriate action and proceedings against all such unauthorized persons. Nothing herein shall affect the rights of Landlord at any time to remove any such unauthorized persons from said areas or to prevent the use of said areas by such unauthorized persons.

5.3 Short-term License/Lease of the Common Area. Landlord or such other person(s) as Landlord may appoint shall have the exclusive control and management of the Common Areas and shall have the right to grant, at Landlord's discretion, short-term licenses/leases for use of the Common Areas as long as such licenses/leases do not unreasonably interfere with Tenant's occupancy of the Premises. Such short-term licenses/leases of the Common Areas shall not constitute constructive eviction or give rise to any rent abatement or liability of Landlord to Tenant.

5.4 Common Area Expenses. The term "Common Area Expenses" shall include the maintenance, repair, replacement, operation, and management of the Common Area and the Building and shall include landscaping; repaving; resurfacing; restriping; security; alarm systems; signage; property management; repairs, maintenance, and replacements of bumpers, directional signs, and other markers; painting; lighting and other utilities (including, but not limited to electricity, gas, water, and telephone); cleaning; trash removal; Tenant's trash removal, any contracts for services or supplies to be provided in connection with the maintenance, management, operation, repair, and replacement of such Common Area. All costs associated with the Common Area are to be paid by the Landlord.

6. REAL PROPERTY TAXES.

6.1 All real property taxes shall be the responsibility of the Landlord, to the extent applicable under the laws of the State of Illinois.

7. INSURANCE, INDEMNITY.

7.1 General. All insurance, including liability, property, and worker's compensation policies, shall be the responsibility of the Landlord, as determined exclusively by the Landlord, to the extent applicable under the laws of the State of Illinois.

7.2 Indemnification. To the fullest extent permitted by law, Tenant shall indemnify, hold harmless and defend with counsel of Landlord's own choosing, Landlord, its past, present and future elected officials, department heads, employees, insurers, and agents (hereinafter collectively referred to as "Releasees") from and against all liability, claims, suits, causes of action, demands, proceedings, set-offs, liens, attachments, debts, expenses, judgments, or other liabilities including costs, reasonable fees and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property, of whatsoever kind or nature as well as for any breach of any covenant in the Lease or ancillary documents and any breach by Tenant of any representations or warranties made within the Lease (collectively, the "Claims"), to the extent such Claims result from the performance of this Lease by Tenant or those Claims are due to any act or omission, neglect, willful acts, errors, omissions or misconduct of Tenant in its performance or in its occupancy under this Lease.

Nothing contained herein shall be construed as prohibiting Releasees from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to 55 ILCS 5/3-9005, no attorney may be assigned to represent the Releasees pursuant to this section of the Lease unless the attorney has been approved in writing by the Kendall County State's Attorney. Releasees' participation in its defense shall not remove Tenant's duty to indemnify, defend, and hold Releasees harmless, as set forth above. Releasees do not waive their defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) by reason of this indemnification provision. Indemnification shall survive the termination of this Lease.

8. USE.

8.1 The Premises shall be used for Forest Preserve services provided in Kendall County, Illinois. The failure by Tenant to use the Premises pursuant to this Article 8.1 shall be considered a default under this Lease, and Landlord shall have the right to exercise any and all rights and remedies provided herein or by law. The Tenant may not transfer or assign the Lease to a third party without the written consent of the Landlord.

8.2 Tenant agrees to allow the Landlord use and access to the Common Areas as discussed in section 5.

8.3 Landlord has the authority to make modification and improvements to the Premises, as reasonably deemed necessary to accomplish its statutory functions.

9. MAINTENANCE, REPAIRS, ALTERATIONS.

9.1 Tenant's Obligations. Subject to the following, Tenant shall keep and maintain the Premises in good condition.

9.2 Landlord's Obligations. Subject to the foregoing, Landlord shall keep and maintain in good condition, and repair (or replace, if necessary) all aspects of the Building including but not limited to the roof, exterior walls, structural parts, and structural floor of the Premises, fire protection services, and pipes and conduits outside the Premises for the furnishing to the Premises of various utilities (except to the extent that the same are the obligation of the appropriate public utility company).

9.3 Surrender. Upon the expiration or termination of this Lease, Tenant shall surrender the Premises to Landlord in good and broom-clean condition, with all of Tenant's fixtures and property removed, excepting ordinary wear and tear. Tenant shall also remove any Tenant-installed improvements that Landlord may require to be removed.

9.4 Alterations. Tenant shall not make any structural repairs or alterations of the Premises and/or Common Areas unless approved in writing by Landlord prior to any repairs or alterations.

9.5 Cleaning. The Landlord agrees to continue to provide for the general cleaning and maintenance of the Premises and the removal of trash from the Premises, including all associated costs.

9.6 Modifications. The Tenant agrees that the Landlord shall not be financially responsible or obligated to construct any additional space or make any external or internal structural modifications of the Premises based upon this Lease.

10. UTILITIES.

10.1 Obligation to Pay. Landlord shall pay for all water, gas, electricity, and other utilities used by Tenant during the Lease Term.

10.2 General Utility Provisions. Landlord shall not be liable for, and Tenant shall not be entitled to, any damages, abatement, or reduction in Rent by reason of any interruption or failure in the supply of utilities, including but not limited to lightning strikes and floods. Tenant agrees that it shall not install or use any equipment that exceeds or overloads the capacity of the utility facilities serving the Premises, and that if equipment installed by Tenant requires additional utility facilities, installation of the same shall be at Tenant's expense, but only after Landlord's written approval of same. No failure, stoppage, or interruption of any utility or service, including but not limited to lightning strikes and floods, shall be construed as an eviction of Tenant, nor shall it relieve Tenant from any obligation to perform any covenant or agreement under this Lease. In the event of any failure, stoppage, or interruption of utilities or services, Landlord shall use its reasonable efforts to attempt to restore all services promptly. Landlord reserves the right from time to time to make reasonable and nondiscriminatory modifications to the utility systems serving the Building. Landlord shall be entitled to cooperate with the energy and water conservation efforts of governmental agencies or utility suppliers.

11. MECHANICS LIENS.

11.1 Tenant shall keep the Premises and the Building free and clear of all encumbrances, mechanics liens, stop notices, demands, and claims arising from work done by or for Tenant or for persons claiming under Tenant, and Tenant shall indemnify and save Landlord free and harmless from and against any Claims arising from or relating to the same.

12. DEFAULTS, REMEDIES.

12.1 Tenant's Default. Tenant shall be in default in the event of any of the following: (a) if Tenant fails to make any payment of Rent and such failure shall continue for 30 days after written notice by Landlord; (b) if Tenant fails to perform any other obligation to be performed by Tenant hereunder and such failure shall continue for 30 days after written notice by Landlord; provided, however, if the nature of such default is such that the same cannot reasonably be cured within a 30-day period, then Tenant shall not be deemed to be in default if it shall commence such cure within such 30-day period and thereafter cure such default with due diligence; (c) if Tenant abandons or vacates the Premises or ceases to use the Premises for the stated purpose as set forth in this Lease.

12.2 Remedies in Default. In the event of a default by Tenant, Landlord, in addition to any other remedies available to it at law or in equity, including injunction, at its option, without further notice (after notice provided in 12.1) or demand of any kind to Tenant or any other person, may (a) terminate this Lease and Tenant's right to possession of the Premises, recover possession of the Premises, and remove all persons therefrom; or (b) invoke the remedies available at law or in equity (Landlord may continue the Lease in effect after Tenant's breach and abandonment and recover Rent as it becomes due, if Tenant has the right to sublet or assign, subject only to reasonable limitations).

13. DESTRUCTION.

13.1 Landlord's Option to Terminate. In the event of a casualty causing damage to the Premises or Building that cannot be repaired within ninety (90) calendar days from the date of damage or destruction, either Landlord or Tenant may terminate this Lease as of the date of the damage upon written notice to the other party given within ninety (90) calendar days following the date of the casualty.

13.2 Repairs; Rental Abatement. In the event of an insured casualty that may be repaired within ninety (90) days from the date of the damage or, in the alternative, in the event that the Landlord or Tenant does not elect to terminate this Lease under the terms of Section 13.1 above, then this Lease shall continue in full force and effect and the Premises shall be reconstructed with the obligations of the parties being as set forth in Section 13.3 below. Such partial destruction shall in no way annul or void this Lease. As long as Tenant conducts its business in the Premises, there shall be no abatement of rent owed unless and until the parties agree in writing on the amount thereof.

13.3 Limitation on Repairs. In the event of any reconstruction of the Premises under this Article 13, Landlord's obligation to reconstruct the Premises shall be, to the extent reasonably practicable and to the extent of available proceeds, to restore the Premises to the condition in which it was delivered to Tenant. Landlord's repair obligations shall in no way include any construction obligations originally imposed on Tenant or subsequently undertaken by Tenant.

14. SIGNS AND DISPLAYS.

14.1 Tenant shall not erect or install in, on, or about the Premises any outside exterior signs, without Landlord's consent. All such signs shall comply with all applicable laws and ordinances.

It is agreed direction signage mutually agreeable to all parties shall be allowed at the outside entrance and in common area for Tenant.

15. COMPLIANCE WITH LAWS.

15.1 Laws Generally. Tenant, at its sole cost and expense, shall comply when required with all existing and future laws, ordinances, orders, rules, regulations, and requirements of all governmental and quasi-governmental authorities (including the Americans with Disabilities Act, and any amendments thereto) having jurisdiction over the Premises and shall perform all work required to comply therewith. If any such work would involve changes to the structure, exterior or mechanical, electrical, or plumbing systems of the Premises, then such work shall be performed by Landlord at its sole cost and expense.

15.2 Tenant shall comply with any and all laws concerning environmental regulations. Tenant shall not cause or permit any Hazardous Materials to be brought, stored, used, handled, transported, generated, released, or disposed of, on, in, under, or about the Premises. This section shall not apply to any batteries or computer parts used by Tenant in the normal course of its business, provided all applicable rules are followed in their use.

16. RIGHT OF ENTRY.

16.1 Landlord and its authorized representatives shall have the right to enter the Premises at all reasonable times upon reasonable notice to make repairs or alterations to the systems serving the Premises or for any other purpose.

17. WAIVERS.

17.1 No delay or omission in the exercise of any right or remedy of Landlord with respect to any default by Tenant shall impair such right or remedy or be construed as a waiver. No waiver of any of the terms, provisions, covenants, conditions, rules, and regulations shall be valid unless it shall be in writing signed by Landlord. The receipt and acceptance by Landlord of delinquent Rent or other payments due hereunder shall not constitute a waiver of any other default.

18. ATTORNEY'S FEES.

18.1 If either party hereto brings an action at law or in equity to enforce, interpret, or seek redress for the breach of this Lease, then the prevailing party in such action shall be entitled to recover all court costs, witness fees, and reasonable attorneys' fees, at trial or on appeal, in addition to all other appropriate relief.

19. LIMITATION ON LIABILITY.

19.1 In consideration of the benefits accruing hereunder, Tenant, on behalf of itself and all successors and assigns of Tenant, agrees that the obligations under this Lease do not constitute personal obligations of the Landlord, its members, directors, officers, or employees, and Tenant shall not seek recourse against members, directors, officers, or employees of Landlord or any of their personal assets for satisfaction in any liability in respect to this Lease.

20. NOTICES.

20.1 Every notice, demand, or request (collectively "Notice") required hereunder or by law to be given by either party to the other shall be in writing and shall be served on the parties at the addresses set forth below or such other address as the party to be served may from time to time designate in a Notice to the other party. Any such Notices shall be sent either by (a) United States certified or registered mail, postage prepaid, return receipt requested or (b) overnight delivery

using a nationally recognized overnight courier, which shall provide evidence of delivery upon sender's request. All notices given in the manner specified herein shall be effective upon the earliest to occur of actual receipt, the date of inability to deliver to the intended recipient as evidenced by the United States Postal Service or courier receipt, or the date of refusal by the intended recipient to accept delivery as evidenced by the United States Postal Service or courier. Additionally copies of all notices from either party must be forwarded to Kendall County State's Attorney, 807 John Street, Yorkville, Illinois, 60560 in a manner consistent with the above identified methods of service.

If to the County:

Chairman of the Kendall County Board
111 W. Fox Street
Yorkville, Illinois 60560

If to the Forest Preserve:

President of the Kendall County Forest Preserve
110 W. Madison Street
Yorkville, Illinois 60560

21. MISCELLANEOUS.

21.1 Cumulative Remedies. No remedy herein conferred on or reserved to Landlord is intended to be exclusive of any other remedy herein or by law provided, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now hereafter existing at law or in equity by statute.

21.2 Severability. The unenforceability, invalidity, or illegality of any provision of this Lease shall not render the other provisions unenforceable, invalid, or illegal. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision it becomes valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

21.3 Governing Laws. The laws of the State of Illinois shall govern the validity, performance, and enforcement of this Lease. No conflict-of-law rules of any state or country (including, without limitation, Illinois conflict-of-law rules) shall be applied to result in the application of any substantive or procedural laws of any state or country other than Illinois. All controversies, claims, actions, or causes of action arising between the parties hereto and their respective successors and assigns shall be brought, heard, and adjudicated by the courts of the State of Illinois, with venue in Kendall County.

21.4 Force Majeure. If, by reason of any event of force majeure, either party to this Lease is prevented, delayed, or stopped from performing any act that such party is required to perform under this Lease other than the payment of Rent or other sums due hereunder, the deadline for performance of such act by the party obligated to perform shall be extended for a period of time equal to the period of prevention, delay, or stoppage resulting from the force majeure event, unless this Lease specifies that force majeure is not applicable to the particular obligation. As used in this Lease, the term "force majeure" shall include, but not be limited to, fire or other casualty; bad weather; inability to secure materials; acts of God; acts of the public enemy or other hostile governmental action; civil commotion; terrorist acts; governmental restrictions, regulations, or controls; judicial orders; and/or other events over which the party obligated to perform (or its contractor or subcontractors) has no control.

21.5 Successors and Assigns. All of the provisions, terms, covenants, and conditions of this Lease shall be binding on and inure to the benefit of the parties and their respective heirs, executors, administrators, successors, and assigns. No party shall assign, sublet, sell or transfer its interest in this Lease without the other party's prior written consent. The short term licenses/leases addressed in Section 5.3 shall not be considered an assignment for purposes of this Section 21.5.

21.6 Relationship. Nothing contained in the Lease shall be deemed or construed by the parties or by any third person to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between Landlord and Tenant.

21.7 Entire Agreement; Modification. This Lease and all exhibits and/or addendums, and/or riders, if any, attached to this Lease are hereby made a part of this Lease, with full force and effect as if set forth herein. This Lease supersedes all prior written Premises Lease agreements between the parties and sets forth all the covenants, promises, agreements, and conditions, and understandings between Landlord and Tenant concerning the Premises, and there are no actual or implied covenants, promises, agreements, conditions, or understandings, either oral or written, between the parties regarding the Lease of the Premises other than as are set forth or identified herein and none thereof shall be used to interpret, construe, supplement, or contradict this Lease. No alteration, amendment, change, or addition to this Lease shall be binding on Landlord or Tenant unless reduced to writing and signed by each party.

21.8 Time of Essence. Time is of the essence with respect to the performance of every provision of this Lease in which time performance is specified.

21.9 Survival of Obligations. All obligations of Tenant accrued as of the date of acceptance or rejection of this Lease, due to the bankruptcy of Tenant, and accrued as of the date of termination or expiration of this Lease for any reason whatsoever, shall survive such acceptance, rejection, termination, or expiration.

21.10 Authority. Each party represents and warrants that their representative whose signature appears below have the power and authority to enter into this Lease and to obligate the party to the term of this Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date first written above.

LANDLORD:

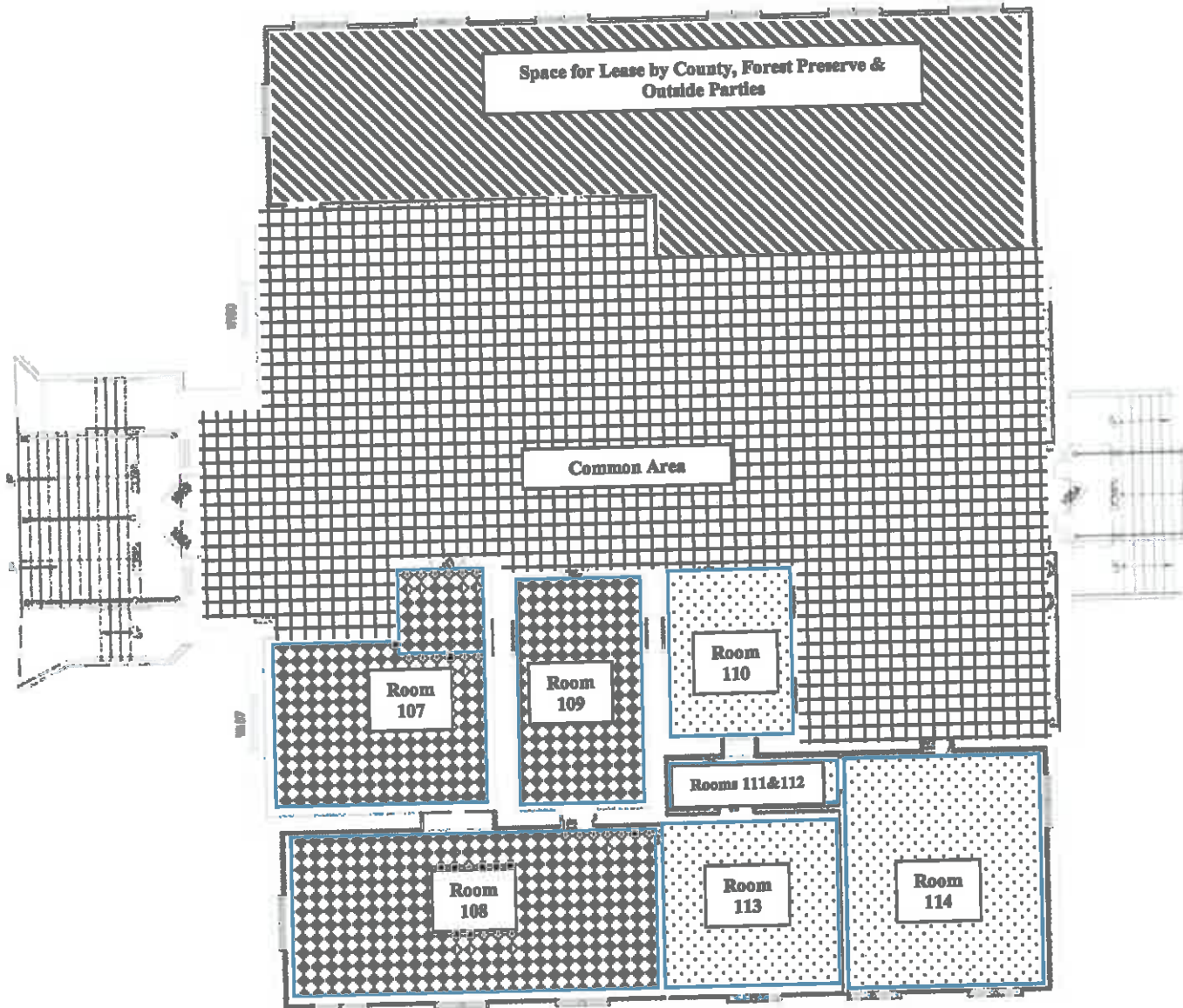
TENANT:

Scott Gryder
County Board Chairman
Kendall County, Illinois

Judy Gilmour
President
Kendall County Forest Preserve District

Exhibit A

Historic Courthouse Forest Preserve Offices Main Level



Rooms included in Forest Preserve Offices

- 110 – 174 Square Feet
- 111 – 40 Square Feet
- 112 – 40 Square Feet
- 113 – 272 Square Feet
- 114 – 437 Square Feet
- 963 Square feet total

Other Spaces in Historic Courthouse

- 107 – 382 Square Feet
- 108 – 576 Square Feet
- 109 – 240 Square Feet

- = Forest Preserve Space
- = Museum Space
- = Common Area Space
- = Available Rental

Space

Total Historic Courthouse Main Level Square Footage – 2,377

LICENSE FOR STORAGE SPACE

AGREEMENT made this 3rd day of March, 2020 between the FOREST PRESERVE DISTRICT OF KENDALL COUNTY, 110 West Madison Street, Yorkville, IL, 60560, Licensor; and the COUNTY OF KENDALL, 111 West Fox Street, Yorkville, IL, 60560, Licensee.

WHEREAS, the Licensor is the owner of certain lands situated in the County of Kendall, State of Illinois described as:

See attached Exhibit A for legal description; and

WHEREAS, the land contains a structure known as the "Pickerill House;" and

WHEREAS, Licensee wishes to use the basement of the Pickerill House for the storage of documents and other materials; and

WHEREAS, the Licensor hereby grants to the Licensee a License for an Initial Term of one (1) year, beginning on March 31, 2020 and ending on the last day of March 2021 subject to the conditions and limitations hereinafter mentioned.

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. Licensee shall pay Licensor \$3,836.00 per month, payable no later than the 1st of each month.
3. Term
 - 3.1 The Initial Term of this License shall be for the period of one (1) year commencing on March 31, 2020 and terminating on the last day of March, 2021. "License Term" or "Term" shall mean the Initial Term and any exercised Automatic Renewal periods (as defined in Section 3.2 below). To the extent permitted by law, the License may be terminated at any time by either party by providing sixty (60) days written notice of the termination to the other party.
 - 3.2 Auto Renewal. Provided Licensee has not during the Term been in default in the payment of license fees, this License for Storage Space shall auto renew on the anniversary date of the original License for Storage date. Auto Renewal shall remain in effect unless either party notifies the other party, in writing with at least 60 days' notice prior to the anniversary date of the original license term. The Licensee term shall thereby be extended on all the terms and provisions contained in this License.
4. This Agreement grants Licensee only a contractual license to use the basement of the Pickerill House for storage purposes only under the terms and conditions stated herein. Said area available to Licensee for storage is designated on the attached Exhibit B. Further, the rights granted by Licensor herein shall vest only in Licensee and no such rights shall vest in any of

Licensee's employees, agents, subcontractors or partners, if any. Nothing in this Agreement shall be construed to convey to Licensee any legal or equitable interest or estate in the Pickerill House.

5. The Licensor agrees that the Licensee may, without further license on the part of the Licensor, use the portion of the basement of the Pickerill House designated on Exhibit B for storage purposes. Licensor shall give Licensee a key to the west entry door, as well as a code for the garage keypad, which allows Licensee to access the Pickerill House. Upon termination of this License, Licensee agrees to remove all of its stored items from the Pickerill House, and return the west entry door access key. Upon termination of this License, Licensee agrees to remove all of its stored items from the Pickerill House. In the event of termination, there shall be no amount due and owing from Licensor to Licensee.
6. Licensee shall comply with any and all laws concerning environmental regulations. Licensee shall not cause or permit any Hazardous Materials to be brought, stored, used, handled, transported, generated, released, or disposed of, on, in, under, or about the Pickerill House. This section shall not apply to any batteries or computer parts used by Licensee in the normal course of its business, provided all applicable rules are followed in their use.
7. The Licensee has inspected the subject property prior to signing this Agreement and accepts the conditions of the Subject Property "as is."
8. Licensee shall make no structural changes to the Pickerill House.
9. Licensor reserves the right to enter the basement of the Pickerill House for any and all lawful purposes arising from the ownership of the Pickerill House.
10. Licensor shall purchase and maintain all insurance coverage for the Pickerill House. Licensee shall purchase and maintain renters insurance for the property it stores in the Pickerill House.
11. Licensor shall pay all utilities for the Pickerill House.
12. Licensee's obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation without Licensor's consent. Any attempt to assign or so transfer without consent shall be void and without legal effect and shall constitute grounds for termination.
13. Licensee hereby waive any claim of lien against the Pickerill House on behalf of Licensee, its officers, insurers, employees, agents, suppliers and/or sub-contractors.
14. Licensee, its 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.
15. 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.

16. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this agreement is invalid or unenforceable, but that by limiting such provision it becomes valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited. 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.

17. 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, in the case of notice to the Forest Preserve District of Kendall County, Attention: Executive Director, 110 West Madison Street, Yorkville, IL, 60560, and, in the case of the County of Kendall, Attention: County Administrator, 111 West Fox Street, Yorkville, IL, 60560, Licensee.

18. This Agreement represents the entire agreement between the parties as to the subject matter herein 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:

Forest Preserve District of Kendall County

By: _____
Judy Gilmour, President

Date: _____

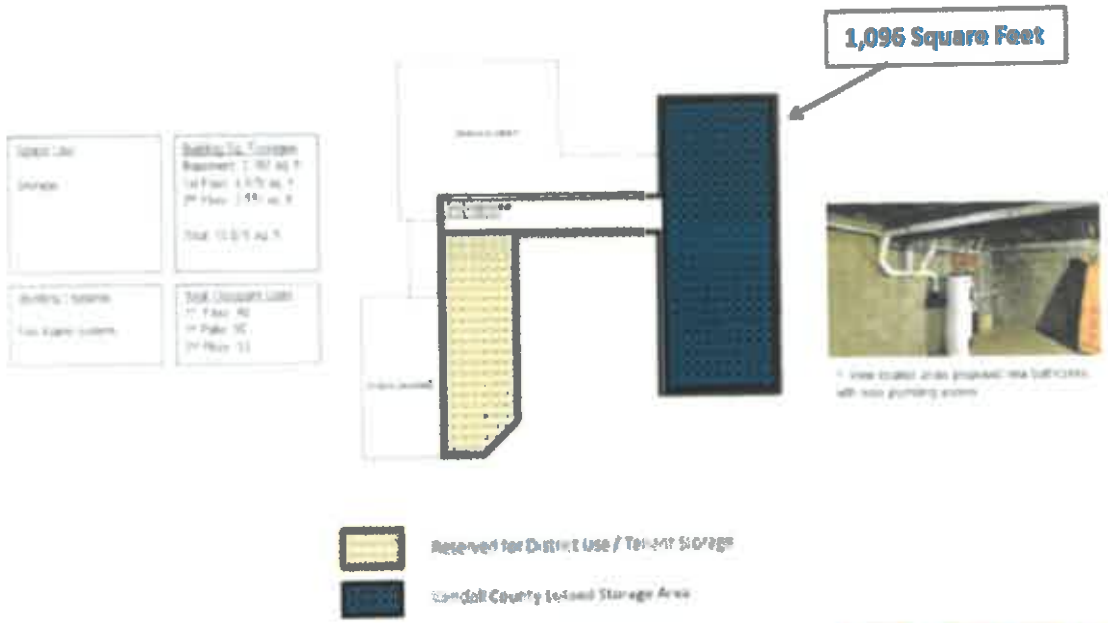
Licensee:

County of Kendall

By: _____
Scott Gryder, County Board Chairman

Date: _____

Exhibit B



Basement Floor Pickenil Estate House

Kendall County Forest Preserve – Pickenil Estate House Conversion

**Memorandum of Understanding between the Forest Preserve District of Kendall County
and the County of Kendall Regarding Rent Payment**

This Memorandum of Understanding ("MOU"), entered into by the Forest Preserve District of Kendall County ("Forest Preserve") and the County of Kendall ("County"), units of local government, hereby memorializes the understanding between the parties regarding each party's obligation to pay for the use of the other party's real property. Simultaneously with this MOU, the Forest Preserve has entered into a Lease Agreement to lease office space in the County-owned Historic Courthouse, and the County has entered into a License to utilize storage space in the Forest Preserve-owned Pickerill House. Regarding the payment of rent and license fees, the parties understand and agree to the following:

1. Under the Lease Agreement, the Forest Preserve is obligated to pay \$3,836.00 to the County on the first of every month ("Rent").
2. Under the License, the County is obligated to pay \$3,836.00 to the Forest Preserve on the first of every month ("License Fee").
3. The Forest Preserve renders valuable services to the County and to the public by facilitating short-term rentals of space in the Historic Courthouse and curating a museum in the Historic Courthouse's common area.
4. The County agrees that the value of those services provided by the Forest Preserve, along with the use of the Pickerhill House for storage, shall be sufficient to offset the Rent that the Forest Preserve is otherwise obligated to pay for the lease of its office space in the Historic Courthouse.
5. The parties agree that as a result of this offset, no Rent or License Fee needs to be paid between the parties as long as the Lease, the License, and this MOU remain in effect. If this MOU terminates, Rent and License Fees shall then be due on an ongoing basis as set forth in the Lease and License, respectively.
6. This MOU terminates immediately upon termination of the Lease and/or License.

Forest Preserve District of Kendall County

By: _____
Judy Gilmour, President

Date: _____

County of Kendall

By: _____
Scott Gryder, County Board Chairman

Date: _____

FARM LEASE AGREEMENT #20-03-003

Aux Sable Springs Park Property

AGREEMENT made this 3rd day of March, 2020 between the KENDALL COUNTY FOREST PRESERVE DISTRICT, a Body Corporate and Politic, 110 West Madison Street, Yorkville, IL 60560, Licensor, and, Kyle Connell of 7485 Nettle Creek Road, Morris, Illinois, 60450, Licensee, including all heirs and assigns.

WHEREAS, the Licensor is the owner of certain lands situated in the County of Kendall, Township of Na-Au-Say and State of Illinois described as:

PIN#s: 09-34-300-010

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

WHEREAS, both Licensee and Licensor hereby agree that there are 8.5 tillable acres suitable for row crops on the above referenced parcels, these tillable acres hereinafter referred to as the 'Subject Property'; and the Licensor hereby grants to the Licensee a farm License in exchange for the following goods, services, and considerations, submitted as a use fee for a term of one (1) year, beginning on March 4, 2020, and ending on October 15, 2020 subject to the conditions and limitations hereinafter mentioned.

WHEREAS, Licensee plans to plant early harvest soybeans in 2020, which is consistent with the plan for cropland conversion of 8.5-acres within Aux Sable Springs Park; and

Licensee shall pay Licensor a Base Rate of \$____ 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. 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, 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.

8. Fertilizer replacement of P (phosphorus) and K (potassium) will be calculated using crop removal method as outlined in the Illinois Agronomy Handbook. Replacement of P and K for a crop year calculated on total nutrient removal per tillable acre and applied at the Licensee's expense for product and application. No carry over credit will be allowed from previous year's application.

9. If Licensee applies limestone to the Subject Property, the cost of the limestone will be depreciated at 25% annually. If the Licensee farms the Subject Property for a period less than four (4) years, the Licensor will reimburse the Licensee for the cost of the limestone less the total annual depreciation. Lime shall be applied when less than 6.2.

10. The Licensee shall deliver and sell the crop yield to no buyers other than those listed below without the written approval of the Licensor.

- A. _____
- B. _____

C. _____

11. It is agreed that the tillable land on this farm should be devoted to row crops. The Licensor may require an un-tilled buffer a minimum of 10 feet from certain woodlands or waterways. This buffer shall be planted with a cover crop by the Licensee at the inception of this Licensee with a seed mix approved by Licensor. Licensor shall provide map to Licensee showing buffer areas to be planted.

12. Pesticide Use

- A. Licensee shall, and shall cause all other persons working on the Subject Property, to follow all label instructions of any pesticides used on the Subject Property. Upon signing this Agreement, Licensee shall supply Licensor with a copy of a valid State of Illinois pesticide applicator's license for each person who will be applying pesticide on the Subject Property during the term of this Agreement. If any such licenses expire during the term of this Agreement, Licensee shall be responsible for obtaining a renewal or new license to replace such an expired license and shall promptly provide Licensor with a copy thereof.
- B. No pesticides shall be stored on the Subject Property unless they are in original, labeled containers, and then only during the period during which such pesticide is applied, which shall not exceed ten (10) days.
- C. Licensee shall provide Licensor with a record of pesticide applications, including dates of applications, types and amounts of pesticide used, fields treated, and the identity of the applicator for each application. **No products may be applied that will have a detrimental residual negative effect on grasses and woody plant materials beyond October 1, 2020. Licensee shall submit product labeling from their contracted application firm prior to field treatment, as well as the date of application for all herbicides applied during the 2020 growing season.**
- D. Licensee is responsible, at the Licensee's sole expense, to repair any damage done to native vegetation due to pesticide drift and to repair rutting caused by farm equipment in non-tilled areas owned by the Licensor.

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

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

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

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

17. The Licensee agrees that this License is purely a personal license to use the Subject Property for farming purposes. The Licensor may terminate this Agreement at any time and for any reason by giving thirty (30) days notice in writing to that effect to the Licensee. In the event of any termination, Licensor shall pay the Licensee for planted but unharvested crops on the Subject Property on the basis of average county yield and unit price, based on available County data. Fertilizer and pesticide costs for planted but unharvested crops on the Subject Property shall be reimbursed, provided that the Licensee provides fertilizer and pesticide receipts for these costs. Other than amount for planted but unharvested crops, fertilizer and pesticide costs, as provided in this section, Licensee hereby waives its rights to request or seek any other amount from 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: _____

Licensee:

By: _____
Kyle Connell, Farm Operator

Date: _____

FARM LICENSE AGREEMENT #20-03-001

Henneberry Property

AGREEMENT made this 3RD day of March, 2020 between the KENDALL COUNTY FOREST PRESERVE DISTRICT, a Body Corporate and Politic, 110 West Madison Street, Yorkville, IL, 60560, Licensor, and, Albert Collins, Jr. of 9555 Ament Road, Yorkville, IL 60560, Licensee, including all heirs and assigns.

WHEREAS, the Licensor is the owner of certain lands situated in the County of Kendall, Township of Na-Au-Say and State of Illinois described as:

PIN#s: 06-06-400-003, 06-06-496-003, 06-06-497-001, 06-06-497-002

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

WHEREAS, both Licensee and Licensor hereby agree that there are 51.5 tillable acres suitable for row crops on the above referenced parcels, these tillable acres hereinafter referred to as the 'Subject Property'; and the Licensor hereby grants to the Licensee a farm License in exchange for the following goods, services, and considerations, submitted as a use fee for a term of one (1) year, beginning on March 4, 2020, and ending on December 31, 2020 subject to the conditions and limitations hereinafter mentioned.

Licensee shall pay Licensor a Base Rate of \$150 per tillable acre 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.

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

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

1. The proceeding introductory language is made a part hereof and incorporated herein.
2. This Agreement grants only a contractual license to use the Subject Property under the terms and conditions state above. Further, the rights granted by District herein shall vest only in Licensee and no such rights shall vest in any of Licensee's employees, agents, subcontractors or partners, if any. Nothing in this Agreement shall be construed to convey to Licensee any legal or equitable interest in the Subject Property.
3. 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, P (phosphorus) shall be maintained at 80 pounds per acre and K (potassium) shall be maintained at 50 pounds per acre.
 - ii. For soybeans, P (phosphorus) shall be maintained at 50 pounds per acre and K (potassium) shall be maintained at 75 pounds per acre.
- B. Global Positioning System data of crops and yields harvested.
- C. Fertilizers and rates applied.
- D. Pesticide applications, including dates of applications, types and amounts of pesticide used, fields treated, and the identity of the applicator for each application.

8. Fertilizer replacement of P (phosphorus) and K (potassium) will be calculated using crop removal method as outlined in the Illinois Agronomy Handbook. Replacement of P and K for a crop year calculated on total nutrient removal per tillable acre and applied at the Licensee's expense for product and application. No carry over credit will be allowed from previous year's application.

9. If Licensee applies limestone to the Subject Property, the cost of the limestone will be depreciated at 25% annually. If the Licensee farms the Subject Property for a period less than four (4) years, the Licensor will reimburse the Licensee for the cost of the limestone less the total annual depreciation. Lime shall be applied when less than 6.2.

10. The Licensee shall deliver and sell the crop yield to no buyers other than those listed below without the written approval of the Licensor.

- A. _____
- B. _____
- C. _____

11. It is agreed that the tillable land on this farm should be devoted to row crops. The Licensor may require an un-tilled buffer a minimum of 10 feet from certain woodlands or waterways. This buffer shall be planted with a cover crop by the Licensee at the inception of this Licensee with a seed mix approved by Licensor. Licensor shall provide map to Licensee showing buffer areas to be planted.

12. Pesticide Use

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

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

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

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

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

17. The Licensee agrees that this License is purely a personal license to use the Subject Property for farming purposes. The Licensor may terminate this Agreement at any time and for

any reason by giving thirty (30) days notice in writing to that effect to the Licensee. In the event of any termination, Licensor shall pay the Licensee for planted but unharvested crops on the Subject Property on the basis of average county yield and unit price, based on available County data. Fertilizer and pesticide costs for planted but unharvested crops on the Subject Property shall be reimbursed, provided that the Licensee provides fertilizer and pesticide receipts for these costs. Other than amount for planted but unharvested crops, fertilizer and pesticide costs, as provided in this section, Licensee hereby waives its rights to request or seek any other amount from 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 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.

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

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

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

Licensee within ten (10) days after such amount is incurred, any amount that District incurs to remove or satisfy the Lien, including the costs, expenses, attorneys' fees, and administrative expenses incurred by District in connection therewith or by reason thereof.

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

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

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

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

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

Licensors: Kendall County Forest Preserve District

By: _____
Judy Gilmour, President

Date: _____

Licensee:

By: _____
Albert Collins, Jr. Farm Operator

Date: _____

FARM LICENSE AGREEMENT #20-03-002

Henneberry Property

AGREEMENT made this 3rd day of March, 2020 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 March 4, 2020, and ending on December 31, 2020 subject to the conditions and limitations hereinafter mentioned.

Licensee shall pay Licensor a Base Rate of \$100 per tillable acre for the License year. The Base Rate shall be payable no later than May 30, 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. 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, 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.

8. Fertilizer replacement of P (phosphorus) and K (potassium) will be calculated using crop removal method as outlined in the Illinois Agronomy Handbook. Replacement of P and K for a crop year calculated on total nutrient removal per tillable acre and applied at the Licensee's expense for product and application. No carry over credit will be allowed from previous year's application.

9. If Licensee applies limestone to the Subject Property, the cost of the limestone will be depreciated at 25% annually. If the Licensee farms the Subject Property for a period less than four (4) years, the Licensor will reimburse the Licensee for the cost of the limestone less the total annual depreciation. Lime shall be applied when less than 6.2.

10. The Licensee shall deliver and sell the crop yield to no buyers other than those listed below without the written approval of the Licensor.
 - A. _____
 - B. _____
 - C. _____

11. It is agreed that the tillable land on this farm should be devoted to row crops. The Licensor may require an un-tilled buffer a minimum of 10 feet from certain woodlands or

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

12. Pesticide Use

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

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

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

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

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

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

provided in this section, Licensee hereby waives its rights to request or seek any other amount from 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.

Licensors: Kendall County Forest Preserve District

By: _____
Judy Gilmour, President

Date: _____

Licensees:

By: _____
Maurice Ormiston, Jr.

Date: _____

By: _____
Chris Ormiston

Date: _____

KENDALL COUNTY FOREST PRESERVE DISTRICT

HISTORIC KENDALL COUNTY COURTHOUSE

110 WEST MADISON STREET

YORKVILLE, IL 60560

2020-2023 Farm License Agreement

Call for Proposals from Farm Operators for the Leased Farming (Hay Production) of 23.6-acres of Property Located at Baker Woods Forest Preserve in Minooka, Illinois for Calendar Years 2020 through 2022



Sealed bids will be accepted at the Kendall County Forest Preserve District's Headquarters located in the Kendall County Historic Courthouse, 110 W. Madison Street in Yorkville, IL 60560 through 10:00 AM on Thursday, March 12, 2020.

Bids will be opened and read aloud at 10:00 AM on Thursday, March 19, 2020 in the Kendall County Historic Courthouse - East Wing Conference Room.

District Contact Information

Kendall County Forest Preserve District

David Guritz, Director

110 W. Madison Street

630-553-4131

kcforest@co.kendall.il.us

**Baker Woods Forest Preserve – Farm License Agreement
Baker Woods Hay Production
2020 through 2022
Call for Proposals**

Legal Notice:

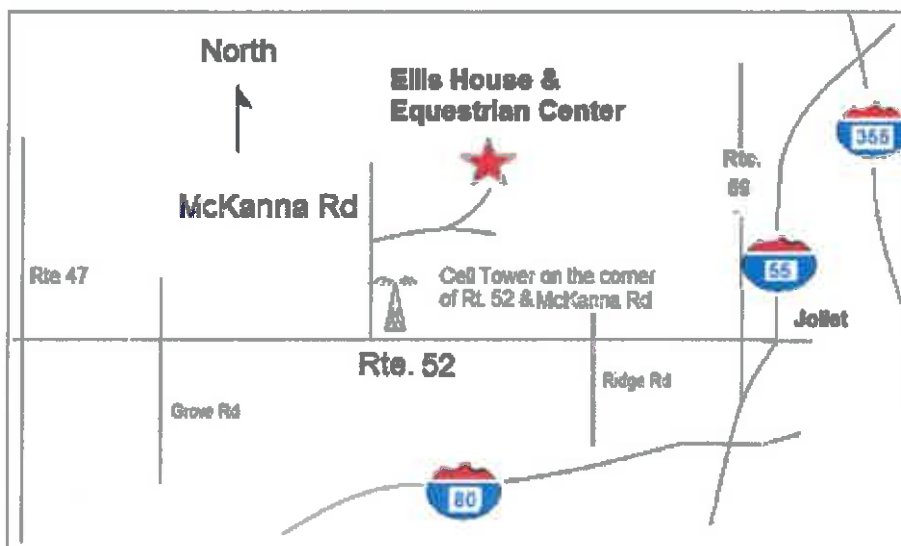
The Kendall County Forest Preserve District (KCFPD) is accepting proposals from qualified Farm Operators for the Licensed farming (hay production) of 23.6-acres of property located at Baker Woods Forest Preserve in Minooka, Illinois. The 23.6-acres are divided into three separate fields (Fields A, B and C) as shown in the contract template as Exhibit 1.

Bid packets may be picked up from the Kendall County Historic Courthouse, 110 W. Madison Street in Yorkville, IL 60560 beginning Thursday, February 27, 2020, or can be found online at: <https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=9e3f3f6c-420b-4dec-be17-0b5e06278585>

Sealed bids will be accepted at the Kendall County Forest Preserve District's Headquarters located in the Kendall County Historic Courthouse, 110 W. Madison Street in Yorkville, IL 60560 through 10:00 AM on Thursday, March 19, 2020. Bids will be opened and read aloud at 10:00 AM on Thursday, March 19, 2020 in the Kendall County Historic Courthouse - East Wing Conference Room. For more information, contact David Guritz, Director at 630-553-4131, or email at kforest@co.kendall.il.us.

Location Maps and Parcel Soils Data

The Baker Woods Forest Preserve is located in Kendall County near the intersection of Route 52 and McKanna Drive in Minooka, Illinois 60447. Baker Woods Forest Preserve includes the Ellis House and Equestrian Center located at 13986 McKanna Rd., Minooka, IL 60447.



Fields A (14.7-acres) and B (2.7-acres) are mixed-grass with light alfalfa.

Field C (6.2-acres) is a 50/50 mixed-grass alfalfa field.



Bidder Instructions:

In order to participate in the bidding process, Farm Operators (Hereinafter "Farm Operator" or Licensee") must fully complete the required **Statement of Professional Experience and Bid Form**.

Sealed bids will be accepted at the Kendall County Forest Preserve District's Headquarters located in the Kendall County Historic Courthouse, 110 W. Madison Street in Yorkville, IL 60560 through 10:00 AM on Thursday, March 19, 2020. Bids will be opened and read aloud at 10:00 AM on Thursday, March 19, 2020 in the Kendall County Historic Courthouse East Wing Conference Room. Sealed bids should be clearly marked "Baker Woods Forest Preserve Farm License (Hay Production) Proposal."

Following bid opening, an apparent low bidder will be declared, with subsequent development of a three (3) year farm lease agreement with the Kendall County Forest Preserve District subject to approval by the Kendall County Board of Commissioners.

A copy of the Farm Lease Agreement contract template is included within this bid packet as **Exhibit 1**.

Insurance Requirements:

The successful bidder will provide the Kendall County Forest Preserve District with a Certificate of Insurance listing the Kendall County Forest Preserve District as additionally insured on the liability policy as a certificate holder. Certificate coverage must meet the following stated amounts:

- A. The Lessee shall maintain one million dollars (\$1,000,000.00) of liability insurance on the Subject Property with an insurance company acceptable to the Lessor. Lessee shall purchase insurance with said company naming the Lessor as additional insured on the liability policy. Policy must cover all contractors hired by the Lessee to apply soil amendments, pesticides, or for other purposes, or the contractor must provide proof of insurance for the above referenced amount.
- B. The Lessee shall obtain and maintain, at the Lessee's expense, appropriate and adequate insurance coverage for the Lessee's personal property in amounts determined by the Lessor to be adequate.

**Baker Woods Forest Preserve – 2020 - 2022
Farm License Agreement
Statement of Professional Experience**

Farm Operator Name: _____

Farm Operator Address:

Address: _____

City: _____

State: _____

Zip Code: _____

Contact Information:

Home Phone: _____

Cell: _____

E-mail: _____

Statement of Professional Experience

(Please briefly summarize your experience as a Farm Operator, particularly focused on hay production, including any education or specialized training received).

References

(Provide three references from other Agricultural Industry Professionals and/or current property owners you are leasing property from for farming purposes).

Name	Contact Information	Title / Relationship

Certifications:

Bidder certifies that they are able to store a portion (5-hayrack loads or 750 small bales) of the District's share of small-bale hay harvested in each growing year, for future delivery to the Ellis House and Equestrian Center, within an enclosed dry storage space.

Bidder certifies they have the ability to deliver stored hay per the stated price in the accompanying bid form on hay racks, and will extend sufficient time (no less than 5 work days) for District staff to unload delivered hay from the hayracks provided.

Bidder further certifies that they have access to the machinery, equipment, and storage spaces for cutting, harvesting, baling (small-bales only for the District's share), and delivering hay as required by the contract.

Farm Operator

Date

**Baker Woods Forest Preserve – 2020 through 2022
Farm License Agreement
Bid Form**

Farm Operator Name: _____

This is a 3-year 50/50 hay contract where Farm Operators harvest, bale, and rack hay (*small-bales only for the District share only*). Farm Operators retain 50% of the hay produced from each field's cutting(s) in each year. Cost for fertilizer and other field inputs are shared 50/50 by the District and Farm Operator. The District reimburses the Farm Operator for pre-approved documented costs incurred for fertilizer and other field inputs.

1. Buy-back Provision for District Surplus Hay:

This contract requires all bidders to purchase surplus hay from the District when harvest exceeds supply needs within each year of the Farm License Agreement. The surplus bale purchase price will be based on market price in the month of the cutting based on the following formula:

Market prices will be based on pricing for "Good" quality mixed grass and alfalfa hay based on two-string bale standard weight and dimensions:

- 1) A standard two string bale measure is 14" high x 18" wide x 35" long and weighs 60 lbs.
- 2) Convert to tons: 2,000 lbs. per ton divided by 60 lb. per standard bale = 33.33 bales per ton.
- 3) The Iowa Hay Report in the cutting month shall serve to determine market price for "Good" Alfalfa and Mixed Grass Hay priced per ton, using the low price range figure for determining the cost per ton.
- 4) Surplus hay purchase cost to the Farm Operator will be 50% of the small bale equivalency price per ton based on the reported market price in the month of cutting.

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

2. Provisions for Storage and Delivery of District Small Bales:

A. This contract requires all bidders to extend an option for relocation and storage of portions of the District's share of hay at a cost per small bale delivered.

1. \$ _____ per small-bale stored and delivered

Dollars and cents in words: _____

All bidders are strongly encouraged to read through the Exhibit 1: Farm Lease Agreement Contract Template. The Farm Lease Contract will include provisions for calculating the required and non-negotiable formula-based yield payment for each farming year based on prevailing market rates.

EXHIBIT 1: FARM LEASE AGREEMENT CONTRACT TEMPLATE

FARM LICENSE AGREEMENT #20-03-001

Baker Woods Forest Preserve – Hay Production

This Agreement is made this ___ day of March, 2020 (“Date of Execution”), between the Kendall County Forest Preserve, a Body Corporate and Politic, 110 West Madison Street, Yorkville, Illinois, 60560, (“Licensor”), and _____, located at <<City/State>>, <<Zip>> (“Licensee”), including all heirs and assignees, collectively referred to as the “Parties.”

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

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

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

WHEREAS, both Licensee and Licensor hereby agree that there are three fields, Field A with 14.7 acres, Field B with 2.7 acres, and Field C with 6.2 acres on the above referenced parcels, these acres are hereinafter collectively referred to as the “Subject Property,” identified in Exhibit 1; and that the Licensor hereby grants to the Licensee a farm License in exchange for the following goods, services, and considerations, for a term beginning on the Date of Execution, and ending on December 31, 2022, subject to the conditions and limitations in this Agreement; and

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

1. The proceeding introductory language is made a part hereof and incorporated herein.
2. **Prior Agreements:** All previous agreements between the Parties, whether oral or in writing, are hereby revoked. Neither party will seek to enforce any previous oral or written agreement between the Parties, regarding the license or use of the Subject Property.
3. **Term:** This license is for a term of three years, ending December 31, 2022, with Storage provisions in effect through June 1, 2023.
4. **Product:** Licensee will seed and maintain Field A and Field B with straight grass hay and Field C with 50/50 grass and alfalfa hay. **Licensee and Licensor shall split evenly the bales of hay produced from the Subject Property.**

Further, Licensee, with prior approval by the Licensor, is required to purchase surplus hay bales from the Licensor's portion of hay produced.

The surplus bale purchase price will be based on published hay market prices for the month of the each cutting.

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

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

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

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

Formula:

- 1) Convert pricing per ton to small bale equivalency:

$$2,000 \text{ lbs. per ton divided by } 60 \text{ lb. per standard bale} = 33.33 \text{ bales per ton}$$

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

$$\text{Cost per ton divided by } 33.33 \text{ bales per ton} = \$ \text{ ______ } \text{ small bale price equivalency}$$

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

$$\$ \text{ ______ } \text{ small bale price equivalency} \times .5 = \$ \text{ ______ } \text{ Licensee purchase price per small bale.}$$

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

6. **Expenses and Inputs:** Licensee and Licensor shall split evenly the expenses, fertilizer, and other agreed upon inputs to the Subject Property. All of the expenses, however, must be approved by Licensor before they are incurred.

7. **Limited License:** This Agreement grants only a contractual license to use the Subject Property under the terms and conditions state above. Further, the rights granted by Licensor herein shall vest only in Licensee and no such rights shall vest in any of Licensee's employees, agents, subcontractors or partners, if any. Nothing in this Agreement shall be construed to convey to Licensee any legal or equitable interest in the Subject Property.

8. **Delivery to Ellis Equestrian Center:** Licensee will communicate with Ellis Equestrian Center staff on timeliness and delivery of hay. Licensee will be responsible for delivery of hay

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

9. **Taxes:** Licensor makes no claims as to the tax status of the Subject Property. As required by section 15-15 of the Illinois Property Tax Code, the Licensor will file a copy of the Agreement and a complete description of the premises with the assessment officer. 35 ILCS 200/15-15. In the event the Subject Property should be assessed and taxed pursuant to the process outlined in 35 ILCS 200/15, at any time during the term of this License, it shall be the obligation of the Licensee to pay such taxes as are incurred during that term. At the termination of this Agreement, Licensee shall pay all taxes incurred, though not yet due and owing. Any such taxes shall be prorated to parallel the license term. Licensee's obligations under this paragraph extend beyond the license year, and until all incurred taxes are paid.

10. **Erodible Soils:** The Licensor agrees that the Licensee may, without further license on the part of the Licensor, use the Subject Property for the purpose of farming the land. If there are highly erodible soils on the Subject Property, the Licensee is responsible for maintaining the soil according to the methods adopted in Licensee's farming plan approved by the Kendall County Soil and Water Conservation District. Said report must be submitted to the Licensor on or before ground breaking on the first year covered by this License. Failure to submit this report by this date may terminate this License.

11. **"As is" Property:** The Licensee has inspected the Subject Property prior to signing this Agreement and accepts the condition of the Subject Property "as is."

12. **Records Requirements:** Licensee shall keep and provide to the Licensor the following records at the end of the License term:

- A. **Soil Samples** – The Licensee shall conduct annual soil testing (2.5 acre grid), with such costs split evenly with the Licensor. Soil test results shall be due to the Licensor by December 30, 2020. The Licensee shall apply the minimum amount of fertilizer required to maintain the elemental P (phosphorus) at 80 pounds per acre and elemental K (potassium) at 50 pounds per acre.
- B. **Fertilizers and rates applied.**
- C. **Pesticide applications, including dates of applications, types and amounts of pesticide used, fields treated, and the identity of the applicator for each application.**
- D. **Number and dates of bales harvested from the Subject Property.**
- E. **Number and dates of bales delivered to Ellis Equestrian Center.**

13. **Pesticide Use:**

- A. Licensee shall, and shall cause all other persons working on the Subject Property, to follow all label instructions of any pesticides used on the Subject Property. Upon signing this Agreement, Licensee shall supply Licensor with a copy of a valid State of Illinois pesticide applicator's license for each person who will be applying pesticide on the Subject Property during the term of this Agreement. If any licenses expire during the term of this Agreement, Licensee shall be responsible for obtaining a renewal or new license to replace the expired license and shall promptly provide Licensor with a copy thereof.
- B. No pesticides shall be stored on the Subject Property unless they are in original, labeled containers, and then only for the period during which the pesticides are applied, which shall not exceed ten (10) days.

- C. Licensee shall provide Licensor with a record of pesticide applications, including dates of applications, types and amounts of pesticide used, fields treated, and the identity of the applicator for each application.
 - D. Licensee is responsible, at the Licensee's sole expense, to repair any damage done to native vegetation due to pesticide drift and to repair rutting caused by farm equipment in areas owned by the Licensor.
 - E. Licensee agrees to indemnify, defend with counsel, and hold harmless the Licensor for all claims, demands, damage, judgments, fees (including attorneys' fees) and costs that may arise out of Licensee's application of pesticides on the Subject Property. Pursuant to 55 ILCS 5/3-9005, any attorney representing the Licensor pursuant to this paragraph must first be approved by the Kendall County State's Attorney and shall be appointed as a Special Assistant State's Attorney.
14. **Hazardous Materials:** Licensee shall comply with all federal, state, and local laws, ordinances, rules, and regulations that regulate, restrict, or prohibit any material defined therein as a hazardous, radioactive, toxic or carcinogenic material, substance, pollutant, or contaminant when using such materials on the Subject Property.
15. **Duty of Care:** The Licensee agrees to take care of the Subject Property, not to alter or change the physical landscape of the Subject Property and to farm in a careful and prudent manner.
16. **Right of Entry:** Licensor reserves the right to enter upon said land to inspect, make improvements thereon, and for any and all lawful purposes arising from the ownership of the land.
17. **Termination:** The Licensee agrees that this License is purely a personal license to use the Subject Property for farming purposes. The Licensor may terminate this Agreement at any time and for any reason by giving thirty (30) days' notice in writing to the Licensee. In the event of any termination, Licensor shall pay the Licensee for planted but unharvested crops on the Subject Property based on available Kendall County data for the average yield and unit price within Kendall County. Licensor 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 Licensor in the event the License is terminated.
18. **Insurance & Liability:**
- A. Licensee shall obtain and continue in force, during the term of this Agreement, all insurance as set forth below. Each insurance policy shall not be cancelled or changed without thirty (30) days' prior written notice, given by the insurance carrier to Licensor. On the Date of Execution, Licensee shall deposit with Licensor certificates evidencing the insurance it is to provide hereunder: (a) Comprehensive business automobile liability insurance in the minimum amount of \$250,000 per person and \$500,000 per occurrence for bodily injury and \$100,000 for property damage; (b) general liability insurance with a combined minimum single limit of \$125,000 for each occurrence for medical, with a \$500,000 general liability aggregate; (c) Worker's Compensation and Occupational Disease Disability insurance, in compliance with the laws of the jurisdiction where the work is being performed (only if Licensee employs any individuals to perform work on or related to the Subject Property); and (d) employer's comprehensive general liability insurance for both personal injury and property damage in the minimum amount of

\$1,000,000 for each accident, (only if Licensee employs any individuals to perform work on or related to the Subject Property). Licensor shall be named as Additional Insured on a Primary and Non-Contributory basis with respect to the general liability, business auto liability and excess liability insurance. Further a waiver of subrogation with respect to the general liability and workers' compensation shall be issued in favor of Licensor. Also, Licensor shall be designated as the certificate holder. Failure to submit such proof by this date may terminate this License at the sole discretion of the Licensor. All of the above insurance policies must cover all contractors hired by the Licensee to apply soil amendments, pesticides, or for other purposes, or the contractor must provide proof of insurance for the above referenced amount.

B. Licensee agrees to defend with counsel of the Licensor's own choosing, indemnify and hold harmless the Licensor, its past, present and future board members, elected officials, insurers, employees and agents against any and all liability, loss, costs, damages, judgments, liens and expenses (including attorney's fees) which the Licensor, its past, present and future board members, elected officials, insurers, employees and agents may hereafter sustain, incur, or be required to pay arising out of the Licensee's negligence, or performance of or failure to adequately perform its obligations pursuant to this Agreement. The provisions of this section shall be in addition to, and shall not be limited by, the amounts of any insurance provided by Licensee pursuant to this Agreement.

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

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

21. **Assignment:** This License is not assignable or transferable to any person, company, or corporation, in whole or in part. Any attempt to assign or so transfer shall be void and without legal effect and shall constitute grounds for immediate termination of the license.

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

23. **Liens:** Licensee shall, and without any charge to Licensor, keep the Subject Property free of any and all liens against the Subject Property in favor of any person whatsoever for or by reason of any equipment, material, supplies or other item furnished, labor performed or anything done in connection with Licensee's use or occupancy of the Subject Property (a "Lien"). If the Subject Property becomes encumbered with any Lien, Licensor may, at Licensor's option, terminate this Agreement or direct Licensee to remove any such lien from the subject property. Licensee shall remove such Lien promptly and, in any event, not later than five (5) days after

being directed to do so in writing by Licensor. Licensor shall have the right to remove or satisfy any Lien upon the Subject Property at any time with or without notice to Licensee, and shall be reimbursed by Licensee within ten (10) days after such amount is incurred, any amount that Licensor incurs to remove or satisfy the Lien, including the costs, expenses, attorneys' fees, and administrative expenses incurred by Licensor in connection therewith or by reason thereof.

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

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

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

27. **Severability:** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this agreement is invalid or unenforceable, but that by limiting such provision it becomes valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

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

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

Licensor, send to:

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

with a copy to:

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

Licensee send to:

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

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

Licensor:

Kendall County Forest Preserve District

By: _____
Judy Gilmour, President

Date: _____

Licensee:

By: _____

Date: _____

Subject Property - Exhibit 1 – Hay Fields and Acreage



To: Kendall County Forest Preserve District Finance Committee
 From: David Guritz, Director
 RE: Cover Crop Quotes - FRB Cropland Conversion
 Date: 27-Feb-20

Summary: Spring Oats will be broadcast over the entire 99-acre cropland conversion footprint at Fox River Bluffs. Martinsen Turf Products extended the lowest quote, and the product has been ordered and delivered. GRAINCO FS - Newark extended the low quote for Virginia Wild Rye at \$8.00 per LB PLS. District staff recommends approving a motion to forward the quote to Commission for approval for a total cost of \$3,200.00 plus delivery. The Virginia Wild Rye will serve as nursery crop, along with spring oats for the 40-acre tree mitigation and reforestry project area.

Martinsen Turf Products

Virginia Wild Rye		Spring Oats		Notes
10	PLS lb.	30	PLS lb.	Qty. Lbs. per Acre
\$9.00	Quote per lb.	\$0.31	Quote per lb.	Price per Pd.
40	Tot. Acres	99	Tot. Acres	Total Acres
400	Tot. Lbs.	2,970	Tot. Lbs.	Total Lbs.
\$3,600.00	Total cost (Rye)	\$906.47	Total cost (Oats)	
\$3,600.00 Total (Virginia Wild Rye) \$906.47 Total (Spring Oats) \$50.00 Delivery Fee?				
				\$956.47
ORDER COMPLETED				
\$4,556.47 Total				

GRAINCO FS

Virginia Wild Rye		Spring Oats		Notes
10	PLS lb.	30	PLS lb.	Qty. Lbs. per Acre
\$8.00	Quote per lb.	\$0.37	Quote per lb.	Price per Pd.
40	Tot. Acres	99	Tot. Acres	Total Acres
400	Tot. Lbs.	2,970	Tot. Lbs.	Total Lbs.
\$3,200.00	Total cost (Rye)	\$1,098.90	Total cost (Oats)	
\$3,200.00 Total (Virginia Wild Rye) \$1,098.90 Total (Spring Oats) Delivery Fee?				
				\$3,200.00
RECOMMENDED FOR APPROVAL				
\$4,298.90 Total				

Genesis Nursery

Virginia Wild Rye		Spring Oats		Notes
10	PLS lb.	30	PLS lb.	Qty. Lbs. per Acre
\$18.00	Quote per lb.	\$0.50	Quote per lb.	Price per Pd.
40	Tot. Acres	99	Tot. Acres	Total Acres
400	Tot. Lbs.	2,970	Tot. Lbs.	Total Lbs.
\$7,200.00	Total cost (Rye)	\$1,485.00	Total cost (Oats)	
\$7,200.00 Total (Virginia Wild Rye) \$1,485.00 Total (Spring Oats) \$250.00 Delivery Fee?				
\$8,935.00 Total				

Preliminary, as of February 4, 2020

Kendall County Forest Preserve District, Illinois

General Obligation Limited Tax Bonds, Series 2020

Dated: July 15, 2020

Preliminary - As of February 4, 2020

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+	Fiscal Total
07/15/2020	-	-	-	-	-
07/01/2021	-	-	9,130.56	9,130.56	-
01/01/2022	70,000.00	2.500%	4,750.00	74,750.00	83,880.56
07/01/2022	-	-	3,875.00	3,875.00	-
01/01/2023	75,000.00	2.500%	3,875.00	78,875.00	82,750.00
07/01/2023	-	-	2,937.50	2,937.50	-
01/01/2024	75,000.00	2.500%	2,937.50	77,937.50	80,875.00
07/01/2024	-	-	2,000.00	2,000.00	-
01/01/2025	80,000.00	2.500%	2,000.00	82,000.00	84,000.00
07/01/2025	-	-	1,000.00	1,000.00	-
01/01/2026	80,000.00	2.500%	1,000.00	81,000.00	82,000.00
Total	\$380,000.00	-	\$33,505.56	\$413,505.56	-

Yield Statistics

Bond Year Dollars	\$1,340.22
Average Life	3.527 Years
Average Coupon	2.5000003%
Net Interest Cost (NIC)	2.5000003%
True Interest Cost (TIC)	2.4959518%
Bond Yield for Arbitrage Purposes	2.4959518%
All Inclusive Cost (AIC)	3.7100487%

IRS Form 8038

Net Interest Cost	2.5000003%
Weighted Average Maturity	3.527 Years

Sponsored Table Guest Names

1) Name _____	7) Name _____
Company/Organization _____	Company/Organization _____
Address _____	Address _____
City, Zip _____	City, Zip _____
2) Name _____	8) Name _____
Company/Organization _____	Company/Organization _____
Address _____	Address _____
City, Zip _____	City, Zip _____
3) Name _____	9) Name _____
Company/Organization _____	Company/Organization _____
Address _____	Address _____
City, Zip _____	City, Zip _____



Other Ways to Support the 2020 Earth Day Benefit Dinner

Silent Auction and Wall of Wine Donations

The Conservation Foundation's annual Earth Day Benefit Dinner features one of the best nature-inspired silent auctions in the area. We rely on the generosity of our members, partners and friends to fill the auction with stellar trips, lush native plant material, inspiring artwork and enriching experience packages. We especially love handcrafted and/or locally made items.

The Wall of Wine is another favorite of our Earth Day Benefit Dinner guests. For \$20, Wall of Wine participants get to choose a red or white wrapped bottle from our display of mystery vintages and values. A few bottles even come with a wine tasting certificate! We will be spiriting away (pun intended) donations of wine up until about a week before the Benefit Dinner.

If you are interested in contributing to the silent auction or Wall of Wine, please contact Steve Baldwin at 630.428.4500 x135 or email shaldwin@theconservationfoundation.org.



The Conservation Foundation's 2020 Earth Day Benefit Dinner Sponsorship Opportunities

www.theconservationfoundation.org

The Conservation Foundation works in your neighborhood to save nearby nature, protect our region's vital waterways, and connect children of all ages to the wonders of the natural world.

Our annual Earth Day Benefit Dinner is a critical source of funding for this good work. And, it's a blast! The event attracts the "who's who" in the natural resources industry and beyond, and instead of dreading it as another stuffy dinner, we hear from our guests repeatedly how much they look forward to the evening.

The 2020 Earth Day Benefit Dinner will be held on **Thursday, April 23rd, 2020, 5:00 pm to 9:00 pm** at Bobak's Signature Events in Woodridge. Guests will enjoy an exquisite dinner, the best nature-inspired silent auction around, a short program with an always-impactful video, and the company of others who share a passion for the environment.

New this year—TENT SPONSORSHIP! In recent years we've expanded our silent auction area to include a heated tent where we stage our garden offerings. This gorgeous area feels like a lush secret garden, and our guests know that spring is on the way!

Will you offer your support as a sponsor?

Sponsorship Levels and Benefits

Platinum Level Sponsor—\$5,000

- Complimentary ad space on our mobile bidding platform offered to all event participants.
- One table for eight located nearest the front
- Recognition during the program
- Recognition on printed materials related to the Benefit Dinner
- Recognition in the 2020 *Hewes* magazine

Gold Level Sponsor—\$2,500

- One table for eight located near the front
- Recognition during the program
- Recognition on printed materials related to the Benefit Dinner
- Recognition in the 2020 *Hewes* magazine

Silver Level Sponsor—\$1,500

- One table for eight
- Recognition during the program
- Recognition on printed materials related to the Benefit Dinner
- Recognition in the 2020 *Hewes* magazine

Tent Sponsor—\$1,000 (limited quantity available)

- 4 tickets to the event
- Signage in tent area recognizing your sponsorship
- Recognition on printed materials related to the Benefit Dinner
- Recognition in the 2020 *Hewes* magazine

Additional Partnering Sponsorship opportunities are available by contacting Steve Baldwin, who can be reached at the contact information to the right.



Yes!

I/We would like to support The Conservation Foundation as a 2020 Earth Day Benefit Dinner table sponsor.

Sponsorship Level (check one)

____ Platinum—\$5,000 Gold—\$2,500 Silver—\$1,500 Tent Sponsor—\$1,000

Name _____

Company Name (if applicable) _____

Address _____

City, State, Zip _____

Telephone _____

Email _____

Please enclose check for appropriate amount (made payable to The Conservation Foundation) or supply your credit card information. All major credit cards are accepted.

Name On Card _____

Credit Card Number/Expiration Date _____

Signature _____

Sponsorships received prior to February 21st, 2020 will be recognized on the Benefit Dinner invitations.

Please mail/ fax or email this form to

The Conservation Foundation
Attn: Steve Baldwin,
108404 Knoch Knolls Road
Naperville, Illinois 60565
sbaldwin@theconservationfoundation.org
Phone: 630-428-4599
Phone: 630-428-4500 ext 135

You may also register as a sponsor on our website at www.theconservationfoundation.org.

