

KENDALL COUNTY FOREST PRESERVE DISTRICT

MEETING AGENDA

TUESDAY, MARCH 2, 2021

6:00 P.M.

KENDALL COUNTY ADMINISTRATION BUILDING – SECOND FLOOR BOARD ROOM

- I. Call to Order
- II. Pledge of Allegiance
- III. Invocation
- IV. Roll Call
- V. Approval of Agenda
- VI. Public Comments
- VII. 2019-2020 Eagle Scout Projects Recognition Awards
- *CONSENT AGENDA***
- VIII. Approval of Minutes
 - Kendall County Forest Preserve District Commission Meeting of February 2, 2021
 - Kendall County Forest Preserve District Operations Committee Meeting of February 3, 2021
 - Kendall County Forest Preserve District Committee of the Whole Meeting of February 9, 2021
- IX. *Approval of Claims in the Amount of \$20,664.57
- X. *Approval of Farm License Agreement #21-03-001 with Tom Anderson of Somonauk, Illinois for the Lease of 6.25 Acres of District Property at Little Rock Creek Forest Preserve for a Total Amount of \$625.00 for Base Rent
- XI. *Approval of Farm License Agreement #21-03-002 with Albert Collins, Jr. for the Lease of 51.5 Acres of District Property at Henneberry Forest Preserve for a Total Amount of \$7,725.00 for Base Rent
- XII. *Approval of Farm License Agreement #21-03-003 with Mark and Tom Mathre for the Lease of 157.31 Acres of District Property at Millbrook North; 118.58 Acres at Millbrook South, and 127.41 Acres at Millington Forest Preserve for a Total Amount of \$79,890.50 for Base Rent, Including a \$0.01 per Bushel Surcharge for Grain Dryer Use, Utility Bill Reimbursement, Plus a Calculated Yield Payment
- XIII. *Approval of Farm License Agreement #21-03-004 with Chris and Maurice Ormiston of Ottawa, Illinois for the Lease of 3.75 Acres of District Property at Henneberry Forest Preserve for a Total Amount of \$375.00 for Base Rent
- XIV. **Approval of an Amendment to the District's ICECF Pollinator Meadows Pilot Project Grant Agreement #8131 with the Illinois Clean Energy Community Foundation to Extend the Foundation's \$1,000.00 First-Year Maintenance Payment to the District Following Submission of the Final Site Design and Payment Request
- XV. **OLD BUSINESS**
No items posted for consideration
- XVI. **NEW BUSINESS**
No items posted for consideration
- XVII. Executive Session
- XVIII. Other Items of Business
- XIX. Adjournment

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

(**) Requires affirmative vote of the majority of those present for passage (KCFPD Rules of Order Section I.G.3.b.)

For remote electronic participation, please use the information provided below:

Microsoft Teams meeting

Join on your computer or mobile app

[Click here to join the meeting](#)

Or call in (audio only)

+1 309-248-0701,,764865685# United States, Rock Island

Phone Conference ID: 764 865 685#

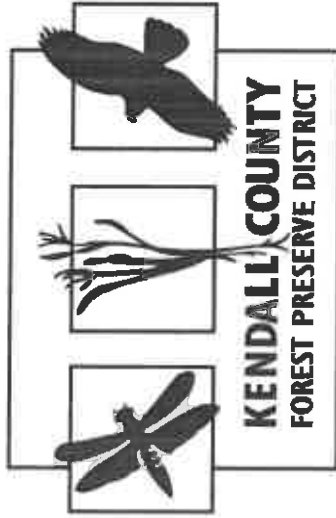
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Kendall County

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

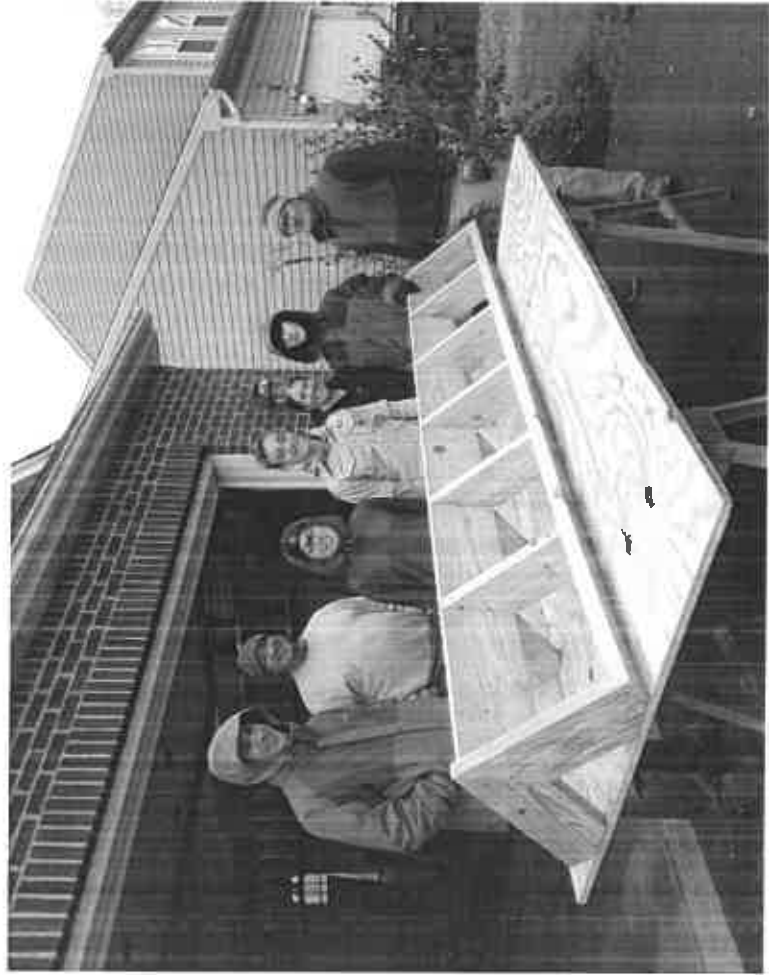


2019 -2020

Eagle Scout Projects

Kendall County Forest Preserve District

Payton Furstenuau Hoover FP - Trails Welcome Center





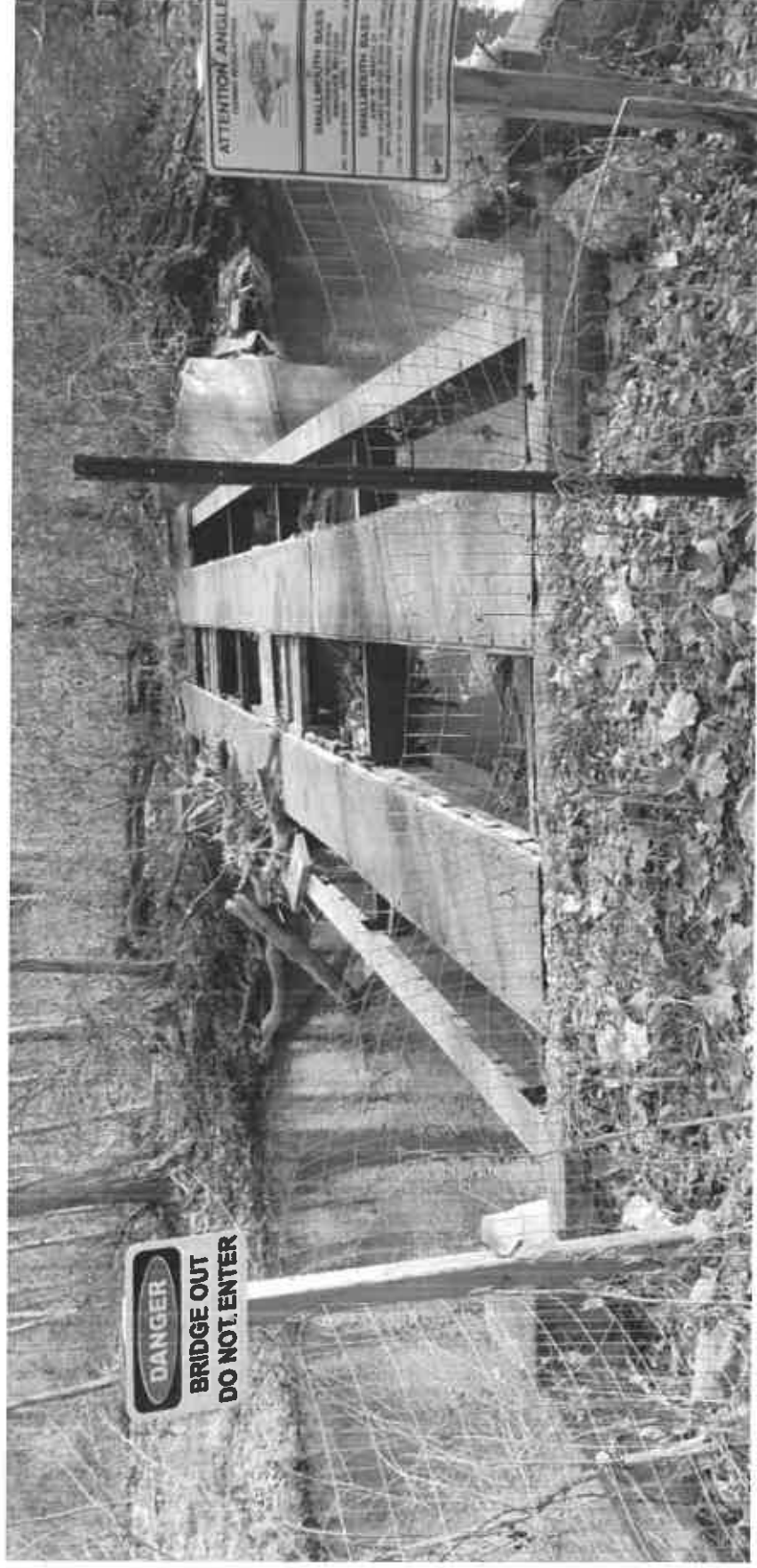
Alex Kinley

Little Rock Creek FP - Board Walk Culvert Crossing

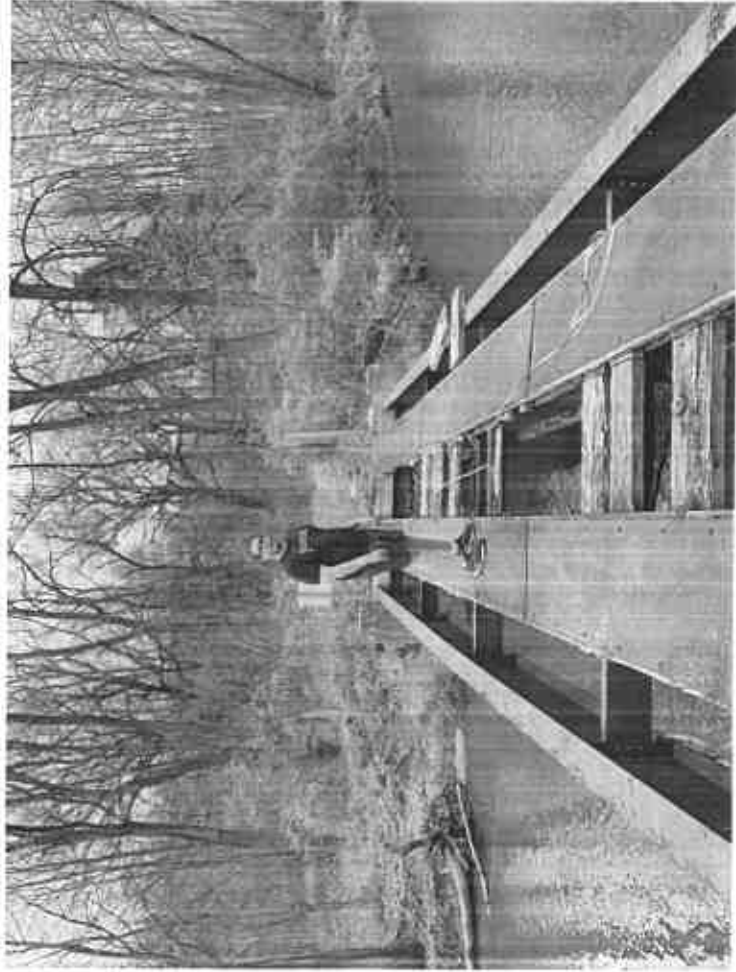




Ryan Clark, Little Rock Creek FP, Little Rock Creek Bridge Crossing



Ryan Clark
Little Rock Creek FP, Little Rock Creek Bridge Crossing





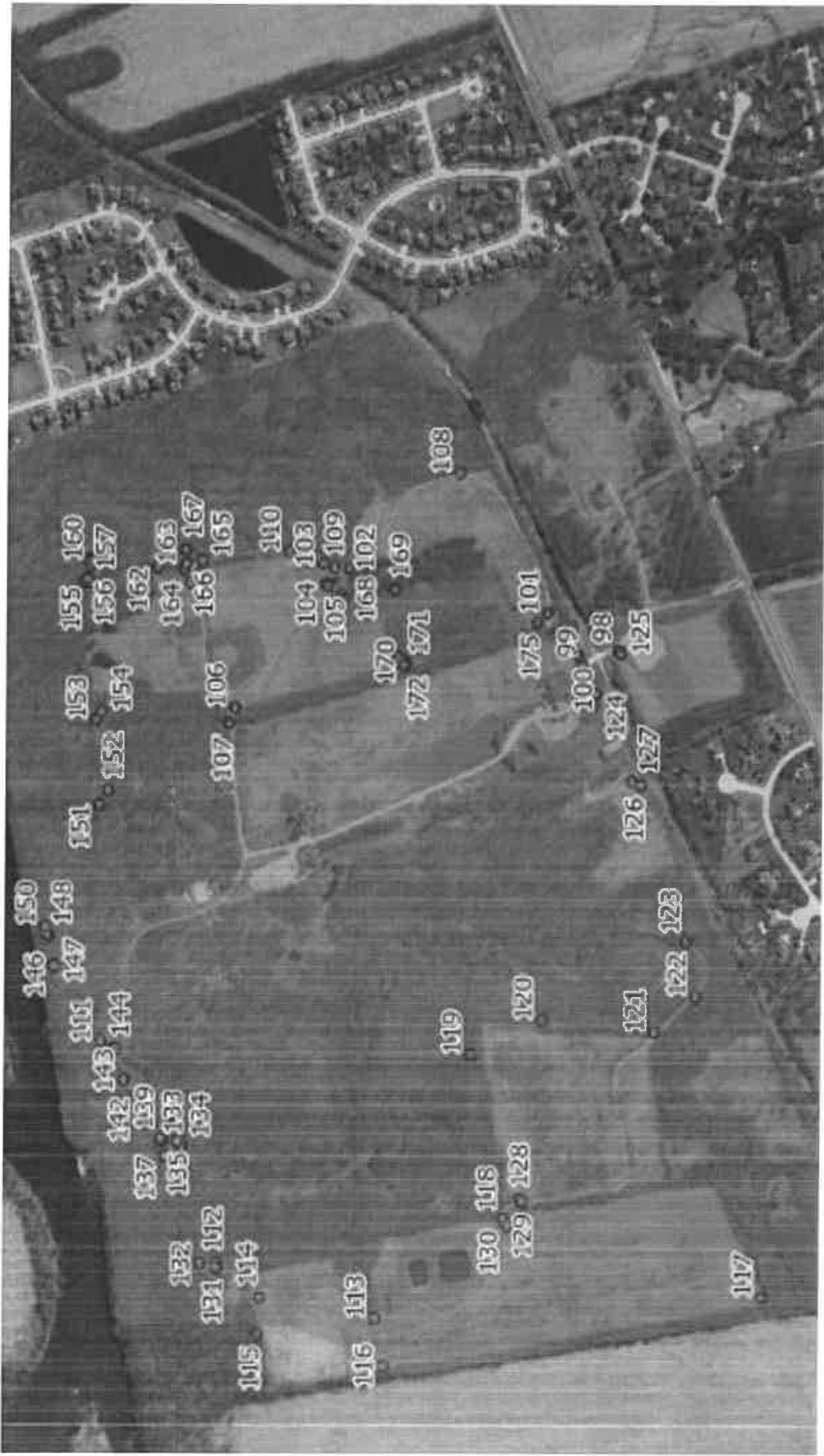
EAGLE SCOUT PROJECT
Division / Unit / Club / Pack / Troop / Team
RYAN CLARK
TROOP 256
OCTOBER 24, 2020

Dylan Middendorff

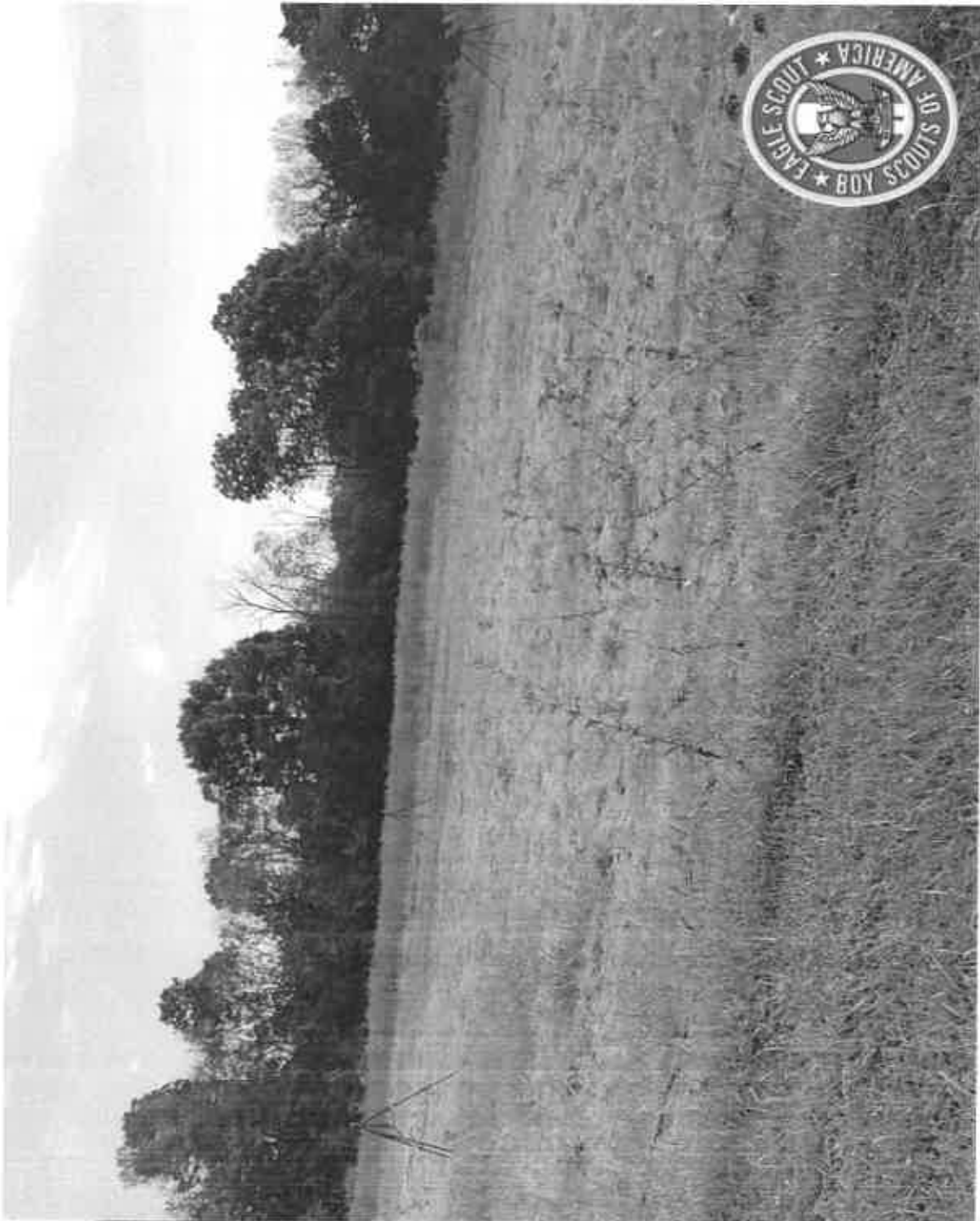
Hoover FP - Boundary & Designated Trail Markers

Community Stewardship Restoration Project

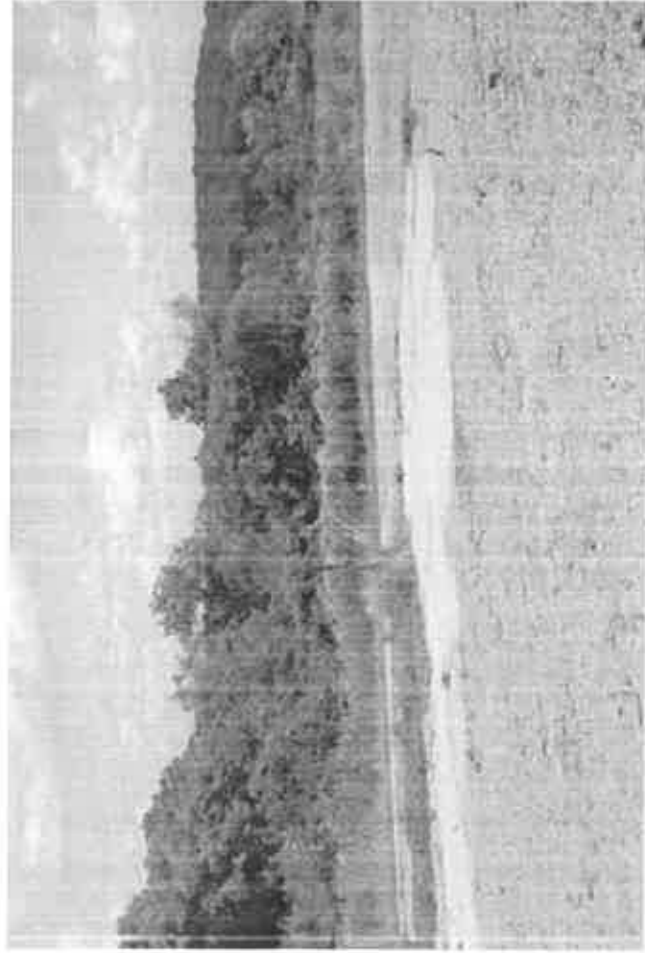




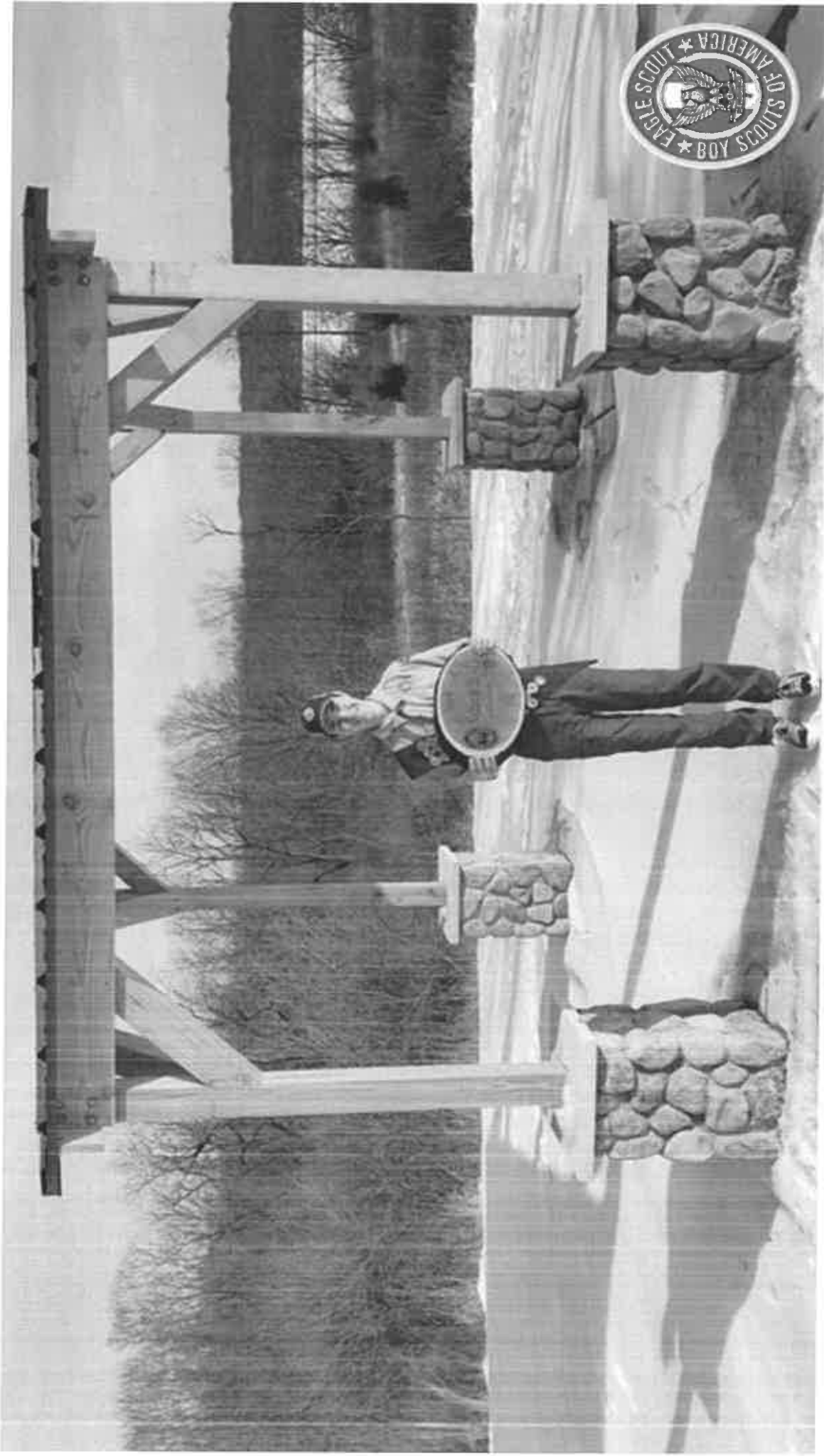
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Nathan Wille
Pickerill-Piggot FP - Hilltop Overlook Kiosk

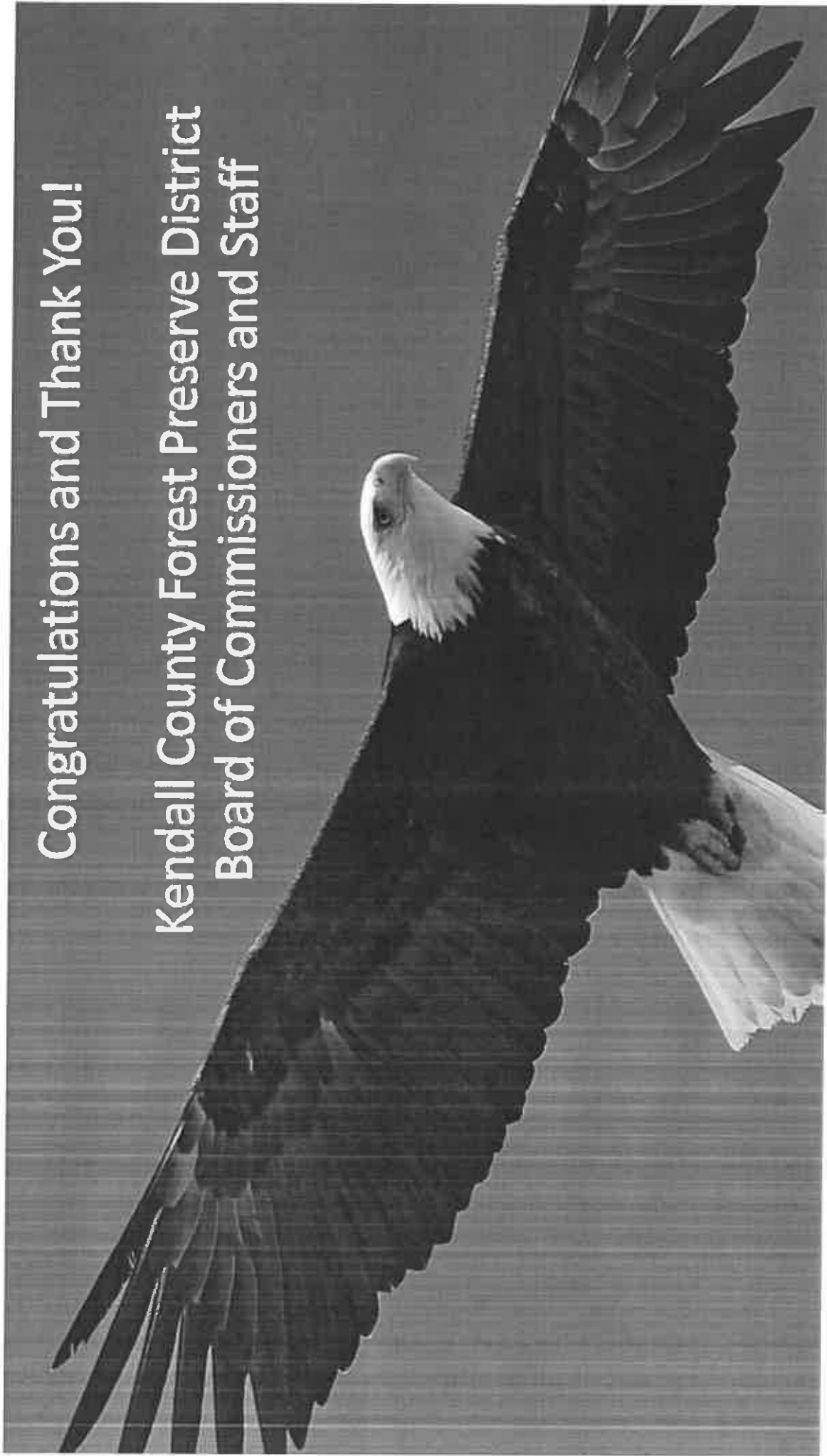






Congratulations and Thank You!

**Kendall County Forest Preserve District
Board of Commissioners and Staff**



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

FEBRUARY 2, 2021

I. Call to Order

President Gilmour called the meeting to order at 6:00 pm in the Kendall County Historic Courthouse - 3RD Floor Courtroom.

II. Pledge of Allegiance

All present recited the Pledge of Allegiance.

III. Invocation

An invocation was offered by Commissioner Gengler.

IV. Roll Call

X	Cesich	X	Gryder
X	DeBolt	X	Kellogg
X	Flowers	X	Koukol
X	Gengler	X	Rodriguez
X	Gilmour	X	Vickers

Roll call: Commissioners Cesich, DeBolt, Flowers, Gengler, Gryder, Kellogg, Koukol, Rodriguez, Vickers, and Gilmour were all present.

V. Approval of Agenda

Commissioner Gryder made a motion to approve the Commission meeting agenda as presented. Seconded by Commissioner Gengler.

Motion: Commissioner Gryder
Second: Commissioner Gengler

Roll call: Approval of Agenda

Aye	Opposed	Commissioner	Aye	Opposed	Commissioner
X		Cesich	X		Gryder
X		DeBolt	X		Kellogg
X		Flowers	X		Koukol
X		Gengler	X		Rodriguez
X		Gilmour	X		Vickers

Motion unanimously approved.

Roll call: Commissioners Cesich, DeBolt, Flowers, Gengler, Gryder, Kellogg, Koukol, Rodriguez, Vickers, and Gilmour, aye. Opposed, none. Motion unanimously approved.

VI. Public Comment

No public comments were offered from citizens in attendance.

CONSENT AGENDA

VII. Approval of Minutes

- Kendall County Forest Preserve District Committee of the Whole meeting of January 12, 2021

VIII. Approval of Claims for an Amount of \$6,568.60

IX. Approval of a Proposal from Busted Knuckles Landscaping, LLC of Somonauk, Illinois for Overhead Utility Line Clearing at Pickerill-Pigott Forest Preserve for an Amount not-to-exceed \$4,600.00 as part of the Pickerill-Pigott Phase I OSLAD Project (50% Reimbursement of Costs)

X. Approval of a Proposal from SemperFI Land, Inc. of Yorkville, Illinois for Three (3) Days of Herbicide Clearing (5-Person Crew - \$4,860.00 Per Day Totaling \$14,580.00) Including a \$660.00 Herbicide Product Application Contingency for a Total Amount Not-to-Exceed \$15,240.00 as part of the Pickerill-Pigott Phase I OSLAD Grant Project (50% Reimbursement of Costs)

XI. Approval of a Proposal from SemperFI Land, Inc. of Yorkville, Illinois for Seven (7) Days of Restoration Clearing (4-Person Crew - \$1,750.00 Per Day Totaling \$12,250.00) Including \$500.00 Herbicide Product Application Contingency for a Total Amount Not-to-Exceed \$12,750.00 as part of the Oak Ecosystem Landscaping Scale Restoration Grant Project (100% Reimbursement of Costs)

Commissioner Vickers made a motion to approve the Consent Agenda. Seconded by Commissioner Gryder.

Motion: Commissioner Vickers					
Second: Commissioner Gryder					
Roll call: Consent Agenda					
Aye	Opposed	Commissioner	Aye	Opposed	Commissioner
X		Cesich	X		Gryder
X		DeBolt	X		Kellogg
X		Flowers	X		Koukol
X		Gengler	X		Rodriguez
X		Gilmour	X		Vickers
Motion unanimously approved.					

Roll call: Commissioners Cesich, DeBolt, Flowers, Gengler, Gryder, Kellogg, Koukol, Rodriguez, Vickers, and Gilmour, aye. Opposed, none. Motion unanimously approved.

OLD BUSINESS

XII. ORDINANCE #02-21-001: Amending the Combined Annual Budget and Appropriations Ordinance #12-20-001 Setting Forth the Annual Budget of the Kendall County Forest Preserve District, Kendall County, Illinois for the Fiscal Year Beginning December 1, 2020 and Ending November 30, 2021 for an Amount Not-to-Exceed \$7,775,452

Commissioner Gryder made a motion to approve Ordinance #02-21-001 to amend the FY21 Combined Annual Budget and Appropriations Ordinance #12-20-001. Seconded by Commissioner Gengler.

Motion: Commissioner Gryder					
Second: Commissioner Gengler					
Roll call: Ordinance #02-21-001 Amending Ordinance #12-20-001 FY21 Budget					
Aye	Opposed	Commissioner	Aye	Opposed	Commissioner
X		Cesich	X		Gryder
X		DeBolt	X		Kellogg
X		Flowers	X		Koukol
X		Gengler	X		Rodriguez
X		Gilmour	X		Vickers
Motion unanimously approved.					

Roll call: Commissioners Cesich, DeBolt, Flowers, Gengler, Gryder, Kellogg, Koukol, Rodriguez, Vickers, and Gilmour, aye. Opposed, none. Motion unanimously approved.

NEW BUSINESS

XIII. RESOLUTION #02-21-001: Amending Resolution #15-010 Establishing a General Fund Balance Reserve Policy for the Kendall County Forest Preserve District

Commissioner Cesich made a motion to approve Resolution #02-21-001 amending Resolution #15-010 Establishing a General Fund Balance Reserve Policy. Seconded by Commissioner Gryder.

Motion: Commissioner Cesich					
Second: Commissioner Gryder					
Roll call: Resolution #02-21-001					
Aye	Opposed	Commissioner	Aye	Opposed	Commissioner
X		Cesich	X		Gryder
X		DeBolt	X		Kellogg
X		Flowers	X		Koukol
X		Gengler	X		Rodriguez
X		Gilmour	X		Vickers
Motion unanimously approved.					

Roll call: Commissioners Cesich, DeBolt, Flowers, Gengler, Gryder, Kellogg, Koukol, Rodriguez, Vickers, and Gilmour, aye. Opposed, none. Motion unanimously approved.

XIV. Executive Session

None.

XV. Public Comments

Jim Wyman, WSPY requested an update on the D. Construction meeting.

XVI. Other Items of Business

None.

XVII. Adjournment

Commissioner Kellogg made a motion to adjourn. Seconded by Commissioner Gryder.

Motion: Commissioner Kellogg

Second: Commissioner Gryder

Roll call: Adjournment

Aye	Opposed	Commissioner	Aye	Opposed	Commissioner
X		DeBolt	X		Gilmour
X		Cesich	X		Gryder
X		Flowers	X		Kellogg
X		Gengler	X		Koukol
X		Rodriguez	X		Vickers

Motion unanimously approved.

Roll call: Commissioners Cesich, DeBolt, Flowers, Gengler, Gryder, Kellogg, Koukol, Rodriguez, Vickers, and Gilmour, aye. Opposed, none. Motion unanimously approved.

Meeting adjourned at 6:07 pm.

Respectfully submitted,

David Guritz

Director, Kendall County Forest Preserve District

**KENDALL COUNTY FOREST PRESERVE DISTRICT
OPERATIONS COMMITTEE MEETING MINUTES
FEBRUARY 3, 2021**

I. Call to Order

Acting Chair Rodriguez called the meeting to order at 6:00 pm in the Kendall County Historic Courthouse 3RD Floor Courtroom.

II. Roll Call

	Cesich		Gryder
X	DeBolt		Kellogg
X	Flowers	X	Koukol
	Gengler	X	Rodriguez
	Gilmour		Vickers

Commissioners DeBolt, Flowers, Koukol, and Rodriguez were all present.

III. Approval of Agenda

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

Motion: Commissioner DeBolt					
Second: Commissioner Flowers					
Roll call: Approval of Agenda					
Aye	Opposed	Commissioner	Aye	Opposed	Commissioner
		Cesich			Gryder
X		DeBolt			Kellogg
X		Flowers	X		Koukol
		Gengler	X		Rodriguez
		Gilmour			Vickers
Motion unanimously approved.					

Roll call: Commissioners DeBolt, Flowers, Koukol, and Rodriguez, aye. Opposed, none. Motion unanimously approved.

IV. Public Comments

No public comments were offered from citizens present

V. Approval of the Appointment of Ruben Rodriguez as Operations Committee Vice-Chair

Commissioner DeBolt made a motion to approve the appointment of Ruben Rodriguez as Operations Committee Vice-Chair. Seconded by Commissioner Flowers.

Motion: Commissioner DeBolt
 Second: Commissioner Flowers

Roll call: Operations Vice-Chair

Aye	Opposed	Commissioner	Aye	Opposed	Commissioner
		Cesich			Gryder
X		DeBolt			Kellogg
X		Flowers	X		Koukol
		Gengler	X		Rodriguez
		Gilmour			Vickers

Motion unanimously approved.

Roll call: Commissioners DeBolt, Flowers, Koukol, and Rodriguez, aye. Opposed, none. Motion unanimously approved.

OLD BUSINESS

No items posted for consideration.

NEW BUSINESS

VI. Review of Preliminary Financial Statements through January 31, 2020

Director Guritz presented a report on the preliminary financial statements through January 31, 2021.

VII. FY21 Facility Rental Fees and Charges

Commissioner DeBolt made a motion to forward the FY21 Facility Rental Fees and Charges to the Committee of the Whole for review. Seconded by Commissioner Flowers.

The Operations Committee discussed the proposed FY21 Facility Rental Fees and Charges.

Motion: Commissioner DeBolt
 Second: Commissioner Flowers

Roll call: FY21 Fees and Charges to the Committee of the Whole

Aye	Opposed	Commissioner	Aye	Opposed	Commissioner
		Cesich			Gryder
X		DeBolt			Kellogg
X		Flowers	X		Koukol
		Gengler	X		Rodriguez
		Gilmour			Vickers

Motion unanimously approved.

Roll call: Commissioners DeBolt, Flowers, Koukol, and Rodriguez, aye. Opposed, none. Motion unanimously approved.

VIII. Review and Approval of Special Use Permit Requests

a) 2021 SKY 5K Run at Hoover Forest Preserve

b) 2021 Genesis Service Unit Day Camp – Girl Scout Troop #1769 – Harris Forest Preserve

Commissioner Koukol made a motion to approve the special use permits as presented. Seconded by Commissioner Flowers.

Motion: Commissioner Koukol					
Second: Commissioner Flowers					
Roll call: Special Use Permit					
Aye	Opposed	Commissioner	Aye	Opposed	Commissioner
		Cesich			Gryder
X		DeBolt			Kellogg
X		Flowers	X		Koukol
		Gengler	X		Rodriguez
		Gilmour			Vickers
Motion unanimously approved.					

Roll call: Commissioners DeBolt, Flowers, Koukol, and Rodriguez, aye. Opposed, none. Motion unanimously approved.

IX. KCFPD Insurance Updates

a) Shuh-Shuh-Gah Canoe Launch Area Claim Updates

Director Guritz presented insurance updates on the Shuh-Shuh-Gah Canoe Launch area claim.

X. Ellis Equestrian Center

a) Deed of Gift Form – Ellis Lesson Horse “Willie”

b) Status of Program Load and Lesson Horses

Motion: Commissioner DeBolt					
Second: Commissioner Flowers					
Roll call: “Willie” Deed of Transfer to the Committee of the Whole					
Aye	Opposed	Commissioner	Aye	Opposed	Commissioner
		Cesich			Gryder
X		DeBolt			Kellogg
X		Flowers	X		Koukol
		Gengler	X		Rodriguez
		Gilmour			Vickers
Motion unanimously approved.					

Commissioner DeBolt made a motion to forward the proposal to transfer ownership of the Ellis lesson horse “Willie” to the Committee of the Whole. Seconded by Commissioner Flowers.

XI. Recover Illinois – Phase IV Operations

Director Guritz presented updates on District program capacity changes under the Recover Illinois – Phase IV Operations.

XII. KCFPD Personnel Policy Manual – Review of Chapter 2 and Chapter 3 Policies

Director Guritz presented the KCFPD Personnel Policy Manual, review of Chapter 2 and Chapter 3 policies.

The Operations Committee discussed chapters 2 and 3 of the KCFPD Employee Handbook. The Operations Committee requested clarification and further review of the proposed Nepotism Policy.

XIII. Capital Projects Updates

Director Guritz presented updates on District Capital Projects.

XIV. Executive Session

None.

XV. Summary of Action Items

Director Guritz provided a summary of action items.

XVI. Public Comments

No public comments were offered from citizens in attendance.

XVII. Other Items of Business

None.

XVIII. Adjournment

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

Motion: Commissioner DeBolt					
Second: Commissioner Flowers					
Roll call: Adjournment					
Aye	Opposed	Commissioner	Aye	Opposed	Commissioner
		Cesich			Gryder
X		DeBolt			Kellogg
X		Flowers	X		Koukol
		Gengler	X		Rodriguez
		Gilmour			Vickers
Motion unanimously approved.					

Roll call: Commissioners DeBolt, Flowers, Koukol, and Rodriguez, aye. Opposed, none. Motion unanimously approved. Meeting adjourned at 7:44 pm.

Respectfully submitted,

David Guritz
Director, Kendall County Forest Preserve District

**KENDALL COUNTY FOREST PRESERVE DISTRICT
COMMITTEE OF THE WHOLE MEETING MINUTES
FEBRUARY 9, 2021**

I. Call to Order

President Gilmour called the meeting to order at 4:34 pm in the Kendall County Historic Court Room.

II. Roll Call

X	DeBolt		Gryder
X	Cesich	X	Kellogg
X	Flowers (entered meeting at 5:20 pm)	X	Koukol
X	Gengler	X	Rodriguez
X	Gilmour	X	Vickers

Commissioners Cesich, DeBolt, , Gengler, Kellogg, Koukol, Rodriguez, Vickers, and Gilmour were all present.

Commissioner Flowers entered the meeting remotely at 5:20 pm.

Commissioner Kellogg adjourned from the meeting at 5:29 pm and did not return.

III. Approval of Agenda

Commissioner Gengler made a motion to approve the Commission meeting agenda as presented. Seconded by Commissioner DeBolt.

Motion: Commissioner Gengler					
Second: Commissioner DeBolt					
Roll call: Approval of Agenda					
Aye	Opposed	Commissioner	Aye	Opposed	Commissioner
X		Cesich			Gryder
X		DeBolt	X		Kellogg
		Flowers	X		Koukol
X		Gengler	X		Rodriguez
X		Gilmour	X		Vickers
Motion unanimously approved.					

Roll call: Commissioners Cesich, DeBolt, Gengler, Kellogg, Koukol, Rodriguez, Vickers, and Gilmour aye. Opposed, None.

IV. Public Comment

No public comments were offered from citizens in attendance.

V. Executive Director’s Report

Director Guritz presented the Executive Director’s report.

VI. Review of Preliminary Financial Statements and Cost Center Reports for the Period Ending January 31, 2021

Director Guritz presented a review of preliminary Financial Statements and Cost Center reports for the period ending January 31, 2021.

VII. Motion to Forward Claims to Commission

Commissioner Cesich made a motion to forward claims in the amount of \$26,706.41 to Commission. Seconded by Commissioner Rodriguez.

Motion: Commissioner Cesich
 Second: Commissioner Rodriguez
Roll call: Forward Claims to Commission for \$26,706.41

Aye	Opposed	Commissioner	Aye	Opposed	Commissioner
X		Cesich			Gryder
X		DeBolt	X		Kellogg
		Flowers	X		Koukol
X		Gengler	X		Rodriguez
X		Gilmour	X		Vickers

Motion unanimously approved.

Roll call: Commissioners Cesich, DeBolt, Gengler, Kellogg, Koukol, Rodriguez, Vickers, and Gilmour aye. Opposed, None.

OLD BUSINESS

No items posted for consideration.

NEW BUSINESS

VIII. Presentation: Overview and Discussion of the District’s Limited Tax General Obligation Bonding Authority and 5-Year Capital Projects Discussion – Anthony Miceli, Senior Vice President, Speer Financial, Inc.

Anthony Miceli, Senior Vice President, Speer Financial, Inc. presented an overview of the District’s limited tax general obligation bonding authority. The Committee of the Whole discussed the District’s 5-year plan and potential IDNR-PARC grant award for the Pickerill estate house..

Commissioner Kellogg adjourned from the meeting at 5:29 pm.

IX. Review of Proposed Facility Rental Fees and Charges (Shelters; Bunkhouse; Event Venues; Special Use Permits)

Director Guritz presented a review of the proposed FY21 facility rental fees and charges.

Commissioner Cesich made a motion to forward the FY21 proposed facility rental fees and charges to the Commission. Seconded by Commissioner DeBolt.

Commissioner Flowers entered the meeting at 5:20 pm.

Commissioner Kellogg adjourned from the meeting at 5:29 pm and did not return.

Motion: Commissioner Cesich
 Second: Commissioner DeBolt

Roll call: FY21 Facility Rentals Fees and Charges to Commission

Aye	Opposed	Commissioner	Aye	Opposed	Commissioner
X		Cesich			Gryder
X		DeBolt			Kellogg
X		Flowers	X		Koukol
X		Gengler	X		Rodriguez
X		Gilmour	X		Vickers

Motion unanimously approved.

Roll call: Commissioners Cesich, DeBolt, Flowers, Gengler, Koukol, Rodriguez, Vickers, and Gilmour aye. Opposed, None.

X. Ellis Lesson Horse “Willie” Bill of Transfer

Commissioner DeBolt made a motion to forward Ellis lesson horse “Willie” bill of transfer to Commission. Seconded by Commissioner Gengler.

Motion: Commissioner DeBolt
 Second: Commissioner Gengler

Roll call: “Willie” Bill of Transfer to Commission

Aye	Opposed	Commissioner	Aye	Opposed	Commissioner
X		Cesich			Gryder
X		DeBolt			Kellogg
X		Flowers	X		Koukol
X		Gengler	X		Rodriguez
X		Gilmour	X		Vickers

Motion unanimously approved.

Roll call: Commissioners Cesich, DeBolt, Flowers, Gengler, Koukol, Rodriguez, Vickers, and Gilmour aye. Opposed, None.

XI. Other Items of Business

• **2021 Farm License Agreement Renewals**

The Committee of the Whole discussed the 2021 farm license agreement renewals.

XII. Public Comments

No public comments were offered from citizens in attendance.

XIII. Executive Session

None.

XIV. Summary of Action Items

Director Guritz provided a summary of action items.

XV. Adjournment

Commissioner Gengler made a motion to adjourn. Seconded by Commissioner Rodriguez.

Aye, all. Opposed, none.

Motion: Commissioner Gengler

Second: Commissioner Rodriguez

Roll call: Adjournment

Aye	Opposed	Commissioner	Aye	Opposed	Commissioner
X		Cesich			Gryder
X		DeBolt			Kellogg
X		Flowers	X		Koukol
X		Gengler	X		Rodriguez
X		Gilmour	X		Vickers

Motion unanimously approved.

Roll call: Commissioners Cesich, DeBolt, Flowers, Gengler, Koukol, Rodriguez, Vickers, and Gilmour aye. Opposed, None.

Meeting adjourned at 5:45 pm.

Respectfully submitted,

David Guritz

Director, Kendall County Forest Preserve District

Claims Listing

2/24/2021 11:21:52 AM

Department	Vendor #	Vendor Name	Invoice #	Invoice Description	GL Account	Description	Invoice Amount
Ellis Grounds	1323	MENARDS	7210	Ellis Supplies	19001162 68580	Grounds and Maintenance	\$67.89
						Sub-Total	\$67.89
					Ellis Grounds	Total	\$67.89
Ellis House	2047	COMED	9361548011-2/21	Ellis House	19001160 62270	Utilities	\$584.31
						Sub-Total	\$584.31
						Total	
Ellis Riding Lessons	1323	MENARDS	8264	Ellis Supplies	19001160 68580	Grounds and Maintenance	\$95.97
						Sub-Total	\$95.97
					Ellis House	Total	\$880.28
Ellis Riding Lessons	2057	MATTHEW CAVINESS	12021044	Ellis Vet Care	19001164 63020	Vet & Farrier	\$440.00
						Sub-Total	\$440.00
					Ellis Riding Lessons	Total	\$440.00
Environ. Educ. Laws of Nature	2170	ANTOINETTE MECIEJ	AM-2-8-2021	Reimbursement - Tank - Law Nature	19001180 63030	Program Supplies	\$13.56
						Sub-Total	\$13.56
					Environ. Educ. Laws of Nature	Total	\$13.56

Environ. Educ. Other Pbhc Prg	51	SYNCB/AMAZON	1K1T-T97T-9X3F	Env Ed - Maple Syrup, Pencils	19001179 63030	Program Supplies	\$43.84
						Sub-Total	\$43.84
	3072	JENNIFER MODAFF	Refund- Afternoon Adv	Afternoon Adventure Refund	19001179 63040	Security Deposit Refund	\$720.00
						Sub-Total	\$720.00
					Environ. Educ. Other Pbhc Prg	Total	\$763.84
Environmental Educ. Natr'l Beg.	1323	MENARDS	8175	Natural Beginnings Supplies	19001178 63030	Program Supplies	\$26.91
						Sub-Total	\$26.91
					Environmental Educ. Natr'l Beg.	Total	\$26.91
Forest Preserve Director	51	SYNCB/AMAZON	1C6V-LDXT- QLD1	Office Supplies	190011 62000	Office Supplies	\$43.17
	1192	KONICA MINOLTA	37260773F	Konica Monthly lease	190011 62000	Office Supplies	\$203.01
	1192	KONICA MINOLTA	9007518039f	Konica monthly clicks	190011 62000	Office Supplies	\$127.87
						Sub-Total	\$374.05
	2047	COMED	9361578000- 2/21	Baker Woods	190011 63510	Electric	\$19.61
					Sub-Total	\$19.61	

Forest Preserve Director	3073	LAKE COUNTY CORPORATION	0192221	Pickerill - Sign	190511 70040	Supplies	\$554.44
						Sub-Total	\$554.44
	1658	SEMPER FI YARD SERVICES	2021-0447	Pickerill - Winter Clearing	190511 70050	Contractual Services	\$14,593.44
						Sub-Total	\$14,593.44
					Forest Preserve Director	Total	\$15,541.54
Grounds and Natural Resources	67	AMEREN IP	2786444006-2/21	Millbrook South	19001183 63090	Natural Gas	\$27.09
	1452	NICOR	8566261012-2/21	Millbrook South	19001183 63090	Natural Gas	\$126.59
	1452	NICOR	8794611000-2/21	Harris	19001183 63090	Natural Gas	\$225.77
						Sub-Total	\$379.45
					Grounds and Natural Resources	Total	\$379.45
Hoover	1452	NICOR	2282708302-2/21	Hoover Shop	19001171 63090	Natural Gas	\$51.70
	1452	NICOR	2333669829-2/21	Hoover Rookery	19001171 63090	Natural Gas	\$143.58
	1452	NICOR	2461420362-2/21	Blazing Star	19001171 63090	Natural Gas	\$548.55
	1452	NICOR	2823529973-2/21	Moonseed	19001171 63090	Natural Gas	\$91.04
	1452	NICOR	3083103489-2/21	Kingfisher	19001171 63090	Natural Gas	\$129.42
	1452	NICOR	5098019712-2/21	Meadowhawk Lodge	19001171 63090	Natural Gas	\$46.87
						Sub-Total	\$1,061.16
						Total	\$1,061.16

1452	NICOR	7238937412- 2/21	Hoover House	19001171 63090	Natural Gas	\$72.01
1452	NICOR	8855140114- 2/21	Hoover Maint Bldg	19001171 63090	Natural Gas	\$140.59
					Sub-Total	\$1,223.76
2047	COMED	0756081017- 2/21	Hoover Bathhouse	19001171 63100	Electric	\$411.73
2047	COMED	0793673015- 2/21	Hoover Multiples	19001171 63100	Electric	\$1,076.25
					Sub-Total	\$1,487.98
1323	MENARDS	7516	Hoover Supplies	19001171 63110	Shop Supplies	\$39.36
					Sub-Total	\$39.36
				Hoover	Total	\$2,751.10
					Grand Total	\$20,664.57

FARM LICENSE AGREEMENT #21-03-001

Little Rock Creek Forest Preserve Property

AGREEMENT made this 2ND day of March, 2021 between the KENDALL COUNTY FOREST PRESERVE DISTRICT (hereinafter "Licensor"), a Body Corporate and Politic, 110 West Madison Street, Yorkville, IL, 60560, and the Licensee, Tom Anderson of 628 Rustic Rook Drive, Somonauk, IL 60552, including all heirs and assigns.

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

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

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

WHEREAS, both Licensee and Licensor hereby agree that there are 6.25 tillable acres suitable for row crops on the above referenced parcels, these tillable acres hereinafter referred to as the 'Subject Property'; and the Licensor hereby grants to the Licensee a farm license in exchange for the following goods, services, and considerations, submitted as a use fee for a term of one (1) year, beginning on March 2, 2021, and ending on December 31, 2021 subject to the conditions and limitations hereinafter mentioned, with the per acre fee and license including the use of the farm equipment storage building located along Burr Oak Road on parcel 01-33-400-006 beginning on March 2, 2021 and ending on March 30, 2022.

WHEREAS, Licensee shall pay Licensor a Base Rate of \$100 per tillable acre for the License year. The Base Rate shall be payable no later than May 30, 2021, and Licensee agrees that failure to pay by this date may terminate this License.

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

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

4. The Licensee has inspected the Subject Property and structures prior to signing this Agreement and accepts the conditions of these “as is.”
5. The Licensee agrees to farm the Subject Property in a husband-like manner, utilizing conservation tillage methods.
6. Licensee shall keep and provide to the Licensor the following records:
 - A. Soil Samples – The Licensee shall conduct annual soil testing (2.5 acre grid), with such costs split evenly with the Licensor. Soil test results shall be due to the Licensor by December 30, 2021. The Licensee shall apply the minimum amount of fertilizer required to maintain the soil fertility at:
 - i. For corn, P (phosphorus) shall be maintained at 80 pounds per acre and K (potassium) shall be maintained at 50 pounds per acre.
 - ii. For soybeans, P (phosphorus) shall be maintained at 50 pounds per acre and K (potassium) shall be maintained at 75 pounds per acre.
 - B. Global Positioning System data of crops and yields harvested.
 - C. Fertilizers and rates applied.
 - D. Pesticide applications, including dates of applications, types and amounts of pesticide used, fields treated, and the identity of the applicator for each application.
7. Fertilizer replacement of P (phosphorus) and K (potassium) will be calculated using crop removal method as outlined in the Illinois Agronomy Handbook. Replacement of P and K for a crop year calculated on total nutrient removal per tillable acre and applied at the Licensee’s expense for product and application. No carry over credit will be allowed from previous year’s application.
8. If Licensee applies limestone to the Subject Property, the cost of the limestone will be depreciated at 25% annually. If the Licensee farms the Subject Property for a period less than four (4) years, the Licensor will reimburse the Licensee for the cost of the limestone less the total annual depreciation. Lime shall be applied when less than 6.2.
9. The Licensee shall deliver and sell the crop yield to no buyers other than those listed below without the written approval of the Licensor.
 - A. _____
 - B. _____
 - C. _____
10. It is agreed that the tillable land on this farm should be devoted to row crops. The Licensor may require an un-tilled buffer a minimum of 10 feet from certain woodlands or waterways. This buffer shall be planted with a cover crop by the Licensee at the inception of this Licensee with a seed mix approved by Licensor. Licensor shall provide map to Licensee showing buffer areas to be planted.
11. Pesticide Use
 - A. Licensee shall, and shall cause all other persons working on the Subject Property, to follow all label instructions of any pesticides used on the Subject Property. Upon signing this Agreement, Licensee shall supply Licensor with a copy of a valid State of Illinois

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

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

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

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

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

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

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

17. Insurance & Liability

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

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

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

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

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

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

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

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

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

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

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

Licensor: Kendall County Forest Preserve District

By: _____
Judy Gilmour, President

Date: _____

Licensees:

By: _____
Tom Anderson

Date: _____

FARM LICENSE AGREEMENT #21-03-002

Henneberry Property

AGREEMENT made this 2ND day of March, 2021 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 2, 2021, and ending on December 31, 2021 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, 2021, 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, 2021. 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, 2021. 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: _____
Albert Collins, Jr. Farm Operator

Date: _____

FARM LEASE AGREEMENT #21-03-003

AGREEMENT made this 2ND day of March, 2021 between the KENDALL COUNTY FOREST PRESERVE DISTRICT, a Body Corporate and Politic, 110 West Madison Street, Yorkville, IL, 60560, Licensor; and Mark Mathre, of 16770 Lisbon Center Road, Newark, IL, 60541, and Tom Mathre, of 14109 Hughes Road, Newark, IL, 60541, Licensee, including all heirs and assigns.

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

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

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

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

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

WHEREAS, both Licensee and Licensor hereby agree that there are 157.31 tillable acres on the Millbrook North Parcel, 118.58 tillable acres on the Millbrook South Parcel, and 127.41 tillable acres on the Millington Parcel suitable for row crops, these tillable acres hereinafter referred to as the 'Subject Property'; and the 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 2, 2021, and ending on December 31, 2021 subject to the conditions and limitations hereinafter mentioned.

Licensee shall pay Licensor a Base Rate of \$200 per tillable acres on the Millbrook North Parcel, \$215 per tillable acre on the Millbrook South Parcel, and \$180 per tillable acre on the Millington Parcel for the License year. The Base Rate shall be payable no later than May 31, 2021, and Licensee agrees that failure to pay by this date may terminate this License.

Licensee shall pay Licensor a Flexible Rate equal to:
(((Average Grain Price - Basis) x Yield) + Crop Insurance) x 33.33% - Base Rent
(See Exhibit A for example.)

Average Grain Price shall be calculated by utilizing the closing price on the Chicago Board of Trade futures market on the first trading day of each month from January through October. The Basis shall be fixed at \$0.30 for corn and \$0.40 for soybeans.

The Yield shall be the amount of dry bushels harvested divided by the tillable acres as provided on page 1 of this agreement.

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

The Flexible Rate is payable on or before December 31, 2021. Should the computed Flexible Rate be less than the Base Rate, then the Base Rate shall be the total due to Licensor.

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

1. The proceeding introductory language is made a part hereof and incorporated herein.
2. This Agreement grants only a contractual license to use the Subject Property under the terms and conditions state above. Further, the rights granted by District herein shall vest only in Licensee and no such rights shall vest in any of Licensee's employees, agents, subcontractors or partners, if any. Nothing in this Agreement shall be construed to convey to Licensee any legal or equitable interest in the Subject Property.
3. Licensor makes no claims as to the tax status of the Subject Property. In the event the Subject Property should be assessed and taxed pursuant to the process outlined in 35 ILCS 205/19, it shall be the obligation of the Licensee to pay such taxes as are incurred during the term of this license. In the event the Subject Property becomes taxable at any time during the term of this License, Licensee shall be required to pay those taxes that are incurred during the term of this License. At the termination of this Agreement, Licensee shall pay tax incurred during the term of this license, though not yet due and owing. Where taxes have yet to be determined, Licensee shall pay the estimated taxes based on 100% of the previous year's taxes. Any such taxes shall be prorated as needed.
4. The Licensor agrees that the Licensee may, without further license on the part of the Licensor, use the Subject Property for the purpose of farming the land. If there are highly erodible soils on the Subject Property, the Licensee is responsible for maintaining the soil according to the methods adopted in Licensee's farming plan approved by the Kendall County Soil and Water Conservation District. Said report must be submitted to the Licensor on or before ground breaking on the first year covered by this License. Failure to submit this report by this date may terminate this License.
5. The Licensee has inspected the Subject Property and structures prior to signing this Agreement and accepts the conditions of these "as is."
6. The Licensee agrees to farm the Subject Property in a husband-like manner, utilizing conservation tillage methods.
7. Licensee shall keep and provide to the Licensor the following records:
 - A. Soil Samples – The Licensee shall conduct annual soil testing (2.5 acre grid), with such costs split evenly with the Licensor. Soil test results shall be due to the Licensor by December 31, 2021. The Licensee shall apply the minimum amount of fertilizer required to maintain the soil fertility at:
 - i. For corn, elemental P (phosphorus) shall be maintained at 80 pounds per acre and elemental K (potassium) shall be maintained at 50 pounds per acre.

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

- D. Licensee is responsible, at the Licensee's sole expense, to repair any damage done to native vegetation due to pesticide drift and to repair rutting caused by farm equipment in non-tilled areas owned by the Licensor.
13. Licensee shall comply with all federal, state, and local laws, ordinances, rules and regulations that regulate, restrict or prohibit any material defined therein as a hazardous, radioactive, toxic or carcinogenic material, substance, pollutant, or contaminant when using such materials on the Subject Property.
14. The Licensee agrees to pay all utility charges and services to the structures located on the property for the term of this Agreement. This includes a drying fee of \$0.01 per bushel capacity for use of the grain dryers at Millbrook South Forest Preserve, with capacity based on use estimated at 20,000 bushels, or \$200.00, invoiced for payment in November 2021, and included as part of the utility charge reimbursement invoice.
15. Licensee shall use the structures on Licensor property for storage purposes only and shall not permit anyone other than Licensee to utilize the structures without the prior written consent of the Forest Preserve Director. No dogs, cats, birds, or other animals or pets shall be kept in or about the structures. Licensee shall not permit the structures or surrounding property to be used for any unlawful purposes or in any manner that will unreasonably disturb neighbors or other tenants. Licensee shall not allow any signs or placards to be posted or placed on the structures without the prior written consent of the Forest Preserve Executive Director.
16. Licensee has inspected the structures prior to signing this Agreement and accepts this License with knowledge and concurrence of the existing condition of the structures. Licensee shall not make, permit, or allow any additions to or alterations of the structures without prior written consent of the Forest Preserve Director. Licensee shall deliver structures to District at the expiration or termination of this Agreement in as good condition as received, ordinary wear and tear expected. Repairs necessitated and routine maintenance shall be at the expense of the Licensee.
17. The Licensee agrees to take care of the Subject Property and the structures, not to alter or change the physical landscape of the Subject Property, or the structures on said property and to farm and to maintain improvements in a careful and prudent manner.
18. Upon termination of this Agreement, Licensor may request the Licensee to provide services associated with restoration of the Subject Property. Such services may include plowing, herbiciding, tilling, seeding, and maintenance mowing.
19. Licensor reserves the right to enter upon said land to inspect, make improvements thereon, and for any and all lawful purposes arising from the ownership of the land so long as it does not interfere with the rights of the Licensee, as provided in this License.
20. The Licensee agrees that this License is purely a personal license to use the Subject Property for farming purposes. The Licensor may terminate this Agreement at any time and for any reason by giving thirty (30) days notice in writing to that effect to the Licensee. In the event of any termination, Licensor shall pay the Licensee for planted but unharvested crops on the Subject Property on the basis of average county yield and unit price, based on available County

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

21. Insurance & Liability

- A. The Licensee shall maintain one million dollars (\$1,000,000.00) of liability insurance on the Subject Property with an insurance company acceptable to the Licensor. Licensee shall purchase insurance with said company naming the Licensor as additional insured on the liability policy. Proof of such coverage must be on file with the Licensor on or before March 31, 2021. Failure to submit such proof by this date may terminate this License. Policy must cover all contractors hired by the Licensee to apply soil amendments, pesticides, or for other purposes, or the contractor must provide proof of insurance for the above referenced amount.**
- B. Licensee shall obtain and maintain, at the Licensee's expense, appropriate and adequate insurance coverage for the Licensee's personal property in amounts determined by the Licensee to be adequate. Licensee shall provide a copy of all insurance policies to Licensor upon request of Licensor.**
- C. Licensee shall hold harmless, indemnify, and defend the Licensor, its Commissioners, Officers, Agents, Attorneys and Employees against any and all losses, expenses, claims, costs, causes and damages, including without limitation litigation costs and attorneys' fees, on account of (a) any failure on the part of the Licensee to perform or comply with any terms or conditions of this Agreement, or (b) any personal injuries or death or damages to property arising from, occurring, growing out of, incident to, or resulting directly or indirectly from the grant of this License or the use of the Subject Property or the structures by Licensee. The provisions of this section shall be in addition to, and shall not be limited by, the amounts of any insurance provided by Licensee pursuant to this Agreement.**

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

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

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

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

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

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

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

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

Licensor - Kendall County Forest Preserve District

By: _____
Judy Gilmour, President

Date: _____

Licensee:

By: _____
Mark Mathre, Farm Operator

Date: _____

By: _____
Tom Mathre, Farm Operator

Date: _____

Exhibit A

Flexible Rate Calculation Example

For the following values for a 100 acre site with a base rent of \$200 per acre:

Average grain price = Corn \$5 per bushel
Basis = \$0.30 per bushel
Yield = 200 bushels per acre x 100 acres = 20,000 bushels
Crop Insurance = 0
Base Rent = 100 acres x \$200 per acre = \$20,000

$$(((\text{Average Grain Price} - \text{Basis}) \times \text{Yield}) + \text{Crop Insurance}) \times 33.33\% - \text{Base Rent}$$

$$(((\$5 - \$0.30) \times 20,000) + 0) \times 33.33\% - \$20,000 = \$11,330.20$$

The base rate amount is due May 31.

The flexible rate amount is due December 31.

FARM LICENSE AGREEMENT #21-03-004

Henneberry Property

AGREEMENT made this 2ND day of March, 2021 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 2, 2021, and ending on December 31, 2021 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, 2021, 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, 2021. 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 year of the License. Failure to submit such proof by this date may terminate this License. Policy must cover all contractors hired by the Licensee to apply soil amendments, pesticides, or for other purposes, or the contractor must provide proof of insurance for the above referenced amount.**
- B. Licensee shall obtain and maintain, at the Licensee's expense, appropriate and adequate insurance coverage for the Licensee's personal property in amounts determined by the Licensee to be adequate. Licensee shall provide a copy of all insurance policies to Licensor upon request of Licensor.**
- C. Licensee shall hold harmless, indemnify, and defend the Licensor, its Commissioners, Officers, Agents, Attorneys and Employees against any and all losses, expenses, claims, costs, causes and damages, including without limitation litigation costs and attorneys' fees, on account of (a) any failure on the part of the Licensee to perform or comply with any terms or conditions of this Agreement, or (b) any personal injuries or death or damages to property arising from, occurring, growing out of, incident to, or resulting directly or indirectly from the grant of this License or the use of the Subject Property or the structures by Licensee. The provisions of this section shall be in addition to, and shall not be limited by, the amounts of any insurance provided by Licensee pursuant to this Agreement.**

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

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

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

22. Licensee shall give all notices, pay all fees, and take all other action that may be necessary to ensure that all activities on the Subject Property are provided, performed, and completed in

accordance with all applicable laws, statutes, rules, regulations, ordinances, and requirements, and all required governmental permits, licenses or other approvals and authorizations that may be required in connection with providing, performing, and completing such activities.

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

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

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

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

Licensor: Kendall County Forest Preserve District

By: _____
Judy Gilmour, President

Date: _____

Licensees:

By: _____
Maurice Ormiston, Jr.

Date: _____

By: _____
Chris Ormiston

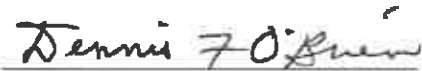
Date: _____

To: Kendall County Forest Preserve District (Grant #8131)
Re: Amendment to Pollinator Meadows Grant Agreement dated 10/16/20

Please be advised that the Illinois Clean Energy Community Foundation (Foundation) is proposing to amend the subject paragraph as indicated in the following redlined version. The Foundation has decided that it would be more efficient to remit the \$1,000 payment to defray the cost of maintenance of the pollinator meadow in the first calendar year following installation when it reimburses the Grantee for installation costs.

The second page is the formal copy of the amendment to be signed by the proper official in your organization if Kendall County Forest Preserve District accepts the amendment. Please return the signed amendment to the Foundation. If you choose not to accept the Amendment, then the Foundation will follow the terms of the original grant agreement.

If you have any questions, please contact Frances Kane, Associate Program Officer at the Foundation.



Dennis O'Brien, Executive Director

To receive payment, the Grantee must complete the **Site Design and Plan Requirement** and the **Payment Request Requirement** via its online account. The Grantee is eligible to receive, as reimbursement, up to 50% of the actual habitat installation costs, or \$20,000, whichever is less. The Foundation's payment ~~may reimburse 50% of~~ will also include \$1,000 for year one maintenance costs ~~or \$1,000, whichever is less~~. Year one is the calendar year immediately following the year of installation.

Amendment to Grant #8131 (Dated 10/16/20)

See amended paragraph below:

To receive payment, the Grantee must complete the **Site Design and Plan Requirement** and the **Payment Request Requirement** via its online account. The Grantee is eligible to receive, as reimbursement, up to 50% of the actual habitat installation costs, or \$20,000, whichever is less. The Foundation's payment will also include \$1,000 for year one maintenance costs. Year one is the calendar year immediately following the year of installation.

Illinois Clean Energy Community Foundation



Dennis F. O'Brien
Executive Director
2/19/2021

Grantee _____

Name of Authorized Signer for the Grantee _____

Title of Signer _____

Authorized Signature _____

Date Signed _____