

KENDALL COUNTY FOREST PRESERVE DISTRICT
MEETING AGENDA
TUESDAY, MARCH 7, 2023
6:00 PM
KENDALL COUNTY OFFICE BUILDING - ROOMS 209 & 210

- I. Call to Order
- II. Pledge of Allegiance
- III. Invocation
- IV. Roll Call:
Brian DeBolt (President), Ruben Rodriguez (Vice President), Seth Wormley (Secretary), Scott Gengler, Jason Peterson, Zach Bachmann, Elizabeth Flowers, Matt Kellogg, Dan Koukol, and Brooke Shanley
- V. Approval of Agenda
- VI. Public Comments
- VII. ⁽¹⁾ CONSENT AGENDA
 - A. Approval of Minutes
 - Kendall County Forest Preserve District Committee of the Whole Meeting of February 14, 2023
 - Kendall County Forest Preserve District Commission Meeting of February 21, 2023
 - B. ⁽¹⁾ Approval of Claims in the Amount of \$15,334.63
 - C. ⁽¹⁾ *MOTION: Approval of Farm License Agreement #23-03-001 with Albert Collins, Jr. for the Lease of 51.5 Acres of District Property at Henneberry Forest Preserve for a Total Amount of \$8,755.00 for Base Rent, which Sum Includes a \$20 per acre Base Rent Increase over the Prior Years' Agreement
 - D. ⁽¹⁾ *MOTION: Approval of Farm License Agreement #23-03-002 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 \$96,022.50 for Base Rent, Including a \$0.01 per Bushel Surcharge for Grain Dryer Use, Utility Bill Reimbursement, Plus a Calculated Yield Payment, which Sum Includes a \$20 per acre Base Rent Increase over the Prior Years' Agreement
 - E. ⁽¹⁾ *MOTION: Approval of Farm License Agreement #23-03-003 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
 - F. ⁽¹⁾ *MOTION: Approval of Farm License Agreement #23-03-004 with Kyle Connell of Morris, Illinois for the Lease of 106.7 Acres of Property at Baker Woods Forest Preserve for a Total Amount of \$26,837.90, Plus a Calculated Yield Payment, which Sum Includes a \$20 per acre Base Rent Increase on that Portion of Property Committed to Row Crop, and a \$15 per acre Base Rent Increase on that Portion of Property Committed to Hay Production
 - G. ⁽¹⁾ *MOTION: Approval of a Farm License Agreement #23-03-005 with Nate Fazio of Yorkville, Illinois for Hay Production at Baker Woods Forest Preserve, Including Provisions for the Sale of District Surplus Hay based on Market Pricing and \$0.50 per Small Bale Storage and Delivery Fee
 - H. ⁽¹⁾ *MOTION: Approval of Farm License Agreement #23-03-006 with Tom Anderson of Somonauk, Illinois for the Licensed Use of the Equipment Storage Barn at Little Rock Creek Forest Preserve through March 1, 2024 in the Amount of \$1,200.00 (\$100.00 per month)
 - I. MOTION: Approval of a Revised KCFPD Application for Employment
- VIII. OLD BUSINESS

No items posted for consideration.
- IX. NEW BUSINESS
 - A. Ken Pickerill Estate House Renovations Project Updates
 - I. ⁽¹⁾ MOTION: Approval of Agreement UEI #GDTL:KWCBEV33 between the County of Kendall, Illinois and the Kendall County Forest Preserve District for the Disbursement and Use of Kendall County's American Rescue Plan Act Funds providing \$100,000.00 for the Completion of the Ken Pickerill Estate House Renovation Project Outdoor Pavilion
 - II. ⁽¹⁾ *MOTION: Approval of a Proposal from Wire Wizard of Illinois, Inc. of Plano, Illinois for the Purchase and Installation of a Security System for the Ken Pickerill Estate House in the Amount of \$1,267.00
- X. Committee Chairman Reports: Seth Wormley (Finance) and Dan Koukol (Operations)
- XI. Public Comments
- XII. Executive Session
- XIII. OTHER ITEMS OF BUSINESS
 - A. Moody's Bond Rating Assignment
 - B. 2023 IDNR OSLAD Grant Award - \$600,000 – Subat Nature Center – Notification of State Award
 - C. Notice of Meeting Cancellation and Changes:
-KCFPD Commission Meeting of April 4, 2023 @ 6:00 PM Rescheduled to April 5, 2023 @ 6:00 PM
-KCFPD Operations Committee Meeting of April 5, 2023 – Meeting Cancelled
- XIV. Adjournment

(1) Requires affirmative vote of the majority of those elected (6) for passage (KCFPD Rules of Order Section I.G.3.b.v.a)

**KENDALL COUNTY FOREST PRESERVE DISTRICT
COMMITTEE of the WHOLE MEETING MINUTES**

FEBRUARY 14, 2023

I. Call to Order

President DeBolt called the meeting to order at 4:30 pm in the Kendall County Office Building – Second Floor County Board Meeting Rooms 209 and 210.

II. Roll Call

X	Bachmann	X	Koukol
X	DeBolt	X	Peterson (entered meeting at 4:58 pm)
	Flowers	X	Rodriguez
X	Gengler	X	Shanley
	Kellogg	X	Wormley

Commissioners Bachmann, Gengler, Koukol, Rodriguez, Shanley, Wormley, and DeBolt all were present.

Commissioner Peterson entered the meeting at 4:58 pm.

III. Approval of Agenda

Commissioner Koukol made a motion to approve the meeting agenda. Seconded by Commissioner Bachmann. Aye, all. Opposed, none.

IV. Public Comments

No public comments were offered from citizens in attendance.

V. Executive Director's Report

Director Guritz, provided an update on District projects.

VI. Motion to Forward Claims to Commission

Commissioner Koukol made a motion to forward claims to Commission for approval. Seconded by Commissioner Gengler. Aye, all. Opposed, none.

VII. Review of Preliminary Financial Statements through January 31, 2023

Director Guritz presented a review of preliminary financial statements through January 31, 2023. Financials will be adjusted based on accrual entries as part of the FY22 audit process.

VIII. Forest Foundation of Kendall County: Introductions, Past Accomplishments and Goals for 2023

Phil Smithmeyer, Forest Foundation of Kendall County, presented an overview of the Forest Foundation including goals for 2023.

IX. The Conservation Foundation: Introduction and Overview of Opportunities and Initiatives

Brook McDonald and Dan Lobbes, President and CEO and Vice President of The Conservation Foundation presented an introduction of TCF, past partnerships with the District and future opportunities. TCF is currently holding parcels for future donation to the District. The parcels represent a significant opportunity to apply the fair market value of the donation towards future grant matching requirements.

Commissioner Peterson entered the meeting at 4:58 pm.

X. OLD BUSINESS

a) 2023 Farm License Agreements: Updates and Directions

The Committee of the Whole discussed the 2023 Farm License Agreements, with review of a letter to current farm licensees providing notification on the possibility of restructuring of the 2024 agreements including possible re-bidding and requirement to soil test and apply limestone at the end of the 2023 growing season following harvest.

XI. NEW BUSINESS

a) Review of Furniture Quotes (Tables, Chairs and Carts) for the Ken Pickerill Estate House

Director Guritz presented an overview of furniture quotes for the Ken Pickerill Estate House.

Commissioner Shanley made a forward the purchase of tables, chairs and carts in the amount of \$12,201.90 plus shipping costs to Commission for approval. Seconded by Commissioner Peterson. Aye, all. Opposed, none.

XVIII. Other Items of Business

a. Pickerill Estate House Construction Project Updates

- i. Lite Construction Pay Request #4 Review**
- ii. Approved Change Order #004 (HVAC-RTU Electrical Service)**
- iii. Overview of Pending Change Orders: Asphalt Replacement and Landscape Design**

b. The Conservation Foundation 2023 Earth Day Benefit Dinner Sponsorship

Director Guritz presented updates on the Pickerill Estate House, including a review of pending change orders.

The Committee of the Whole gave direction to extend a Redbud sponsorship in support of the TCF Earth Day Benefit Dinner.

XIX. Committee Chairman Reports: Seth Wormley (Finance) and Dan Koukol (Operations)

No Committee reports.

XX. Public Comments

No public comments were offered from citizens in attendance.

XXI. Executive Session

No need for executive session.

XXII. Summary of Action Items

Director Guritz, provided a summary of action items to be presented to Commission for approval.

XXIII. Adjournment

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

Aye, all. Opposed, none. Meeting adjourned at 5:49 pm.

Respectfully submitted,

David Guritz
Director, Kendall County Forest Preserve District

**KENDALL COUNTY FOREST PRESERVE DISTRICT
COMMISSION MEETING MINUTES
FEBRUARY 21, 2023**

I. Call to Order

Vice President Rodriguez called the meeting to order at 9:40 am in the Kendall County Office Building - Second Floor Board Meeting Rooms 209 and 210.

II. Pledge of Allegiance

The Pledge of Allegiance was recited at the Kendall County Board Meeting.

III. Invocation

An invocation was offered by Commissioner Gengler at the start of the Kendall County Board Meeting.

IV. Roll Call

X	Bachmann		Koukol
	DeBolt	X	Peterson
	Flowers	X	Rodriguez
X	Gengler	X	Shanley
X	Kellogg	X	Wormley

Roll call: Commissioners Bachmann, Gengler, Kellogg, Peterson, Shanley, Wormley, and Rodriguez were all present.

V. Approval of Agenda

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

VI. Public Comment

No public comments were offered from citizens in attendance.

VII. CONSENT AGENDA

A. Approval of Minutes

- Kendall County Forest Preserve District Finance Committee Meeting of January 26, 2023
- Kendall County Forest Preserve District Operations Committee Meeting of February 1, 2023
- Kendall County Forest Preserve District Commission Meeting of February 7, 2023

B. Approval of Claims in the Amount of \$134,082.97

- C. Approval of a Purchase of 60" Round Tables (Qty. 24 @ \$192.95 ea.); 8' Rectangular Tables (Qty. 8 @ \$159.95 ea.); Folding Chairs (Qty. 160 @ \$21.95 ea.); Table Storage Carts (Qty. 4 @ \$322.50 ea.); Chair Storage Carts (Qty. 6 @ \$247.95 ea.), and Lift Gate Truck Delivery (\$75.00) from Creative Play Stores, LLC of Knoxville, TN (DBA Folding Chairs and Tables – foldingchairsandtables.com) for a Total Amount Not-to-Exceed \$12,276.90

Commissioner Shanley made a motion to approve the Consent Agenda as presented.
 Seconded by Commissioner Gengler.

Motion: Commissioner Shanley					
Second: Commissioner Gengler					
Roll call: Consent Agenda					
Commissioner	Aye	Opposed	Commissioner	Aye	Opposed
Bachmann	X		Koukol		
DeBolt			Peterson	X	
Flowers			Rodriguez	X	
Gengler	X		Shanley	X	
Kellogg	X		Wormley	X	
Motion unanimously approved.					

Roll call: Commissioners Bachmann, Gengler, Kellogg, Peterson, Shanley, Wormley, and Rodriguez aye. Opposed, none. Motion unanimously approved.

VIII. OLD BUSINESS

No items posted for consideration.

IX. NEW BUSINESS

- A. Ken Pickerill Estate House Renovation Project Updates
 Director Guritz presented an overview on the Ken Pickerill Estate House renovation, including pending change orders.

X. Public Comments

No public comments were offered from citizens in attendance.

XI. Executive Session

There was no need for executive session.

XII. Other Items of Business

No other items were posted for consideration

XIII. Adjournment

Commissioner Gengler made a motion to adjourn. Seconded by Commissioner Peterson.
 Aye, all. Opposed, none.

Meeting adjourned at 9:51 am.

Respectfully submitted,

David Guritz
Director, Kendall County Forest Preserve District

Claims Listing

3/1/2023 2:54:12 PM

Department	Vendor #	Vendor Name	Invoice #	Invoice Description	GL Account	Description	Invoice Amount
Ellis House	2047	COMED	9361548011022823	ComEd Ellis House	19001160	Utilities	\$991.21
						Sub-Total	\$991.21
	51	SYNCB/AMAZON	1L1X-JQVX-XQPF	Ellis-Tablecloth	19001160	Grounds and Maintenance	\$29.99
	124	BARRETT'S ECOWATER	0010381022823	Ellis Water Service	19001160	Grounds and Maintenance	\$103.74
	1323	MENARDS	64924	Ellis-House-Toilet Paper	19001160	Grounds and Maintenance	\$16.99
					Sub-Total	\$150.72	
Ellis Riding Lessons					Ellis House	Total	\$1,141.93
Environ. Educ. Other Pblc Prg	51	SYNCB/AMAZON	1JQP-HFGK-93LH	Ellis-Animal Care-Cat food	19001164	Animal Care & Supplies	\$36.59
						Sub-Total	\$36.59
					Ellis Riding Lessons	Total	\$36.59
	51	SYNCB/AMAZON	1VJW-FXGM-XL4W	Env Ed-Cardstock	19001179	Program Supplies	\$16.44
	2779	KIMBERLY ADAMS	Feb 28 2023	Reimbursement for Educ supplies	19001179	Program Supplies	\$49.62
					Sub-Total	\$66.06	
					Environ. Educ. Other Pblc Prg	Total	\$66.06

Environmental Educ. Natr'l Beg.	51	SYNCB/AMAZON	1PT7-MFDK-3VRJ	NB-Portable Privacy Tent	19001178	63030	Program Supplies	\$99.76
							Sub-Total	\$99.76
					Environmental Educ.	Natr'l Beg.	Total	\$99.76
Forest Preserve Director	51	SYNCB/AMAZON	1PHQ-7PF1-D7CW	Measuring cups, markers, clipboard, heat gun	190011	62000	Office Supplies	\$38.48
							Sub-Total	\$38.48
	590	FOX VALLEY FIRE & SAFETY	IN00580944	Fire Extinguisher Service	190011	62150	Contractual Services	\$898.01
							Sub-Total	\$898.01
	67	AMEREN ILLINOIS	2786444006022823	Millbrook S Electric	190011	63510	Electric	\$43.93
	2047	COMED	9361578000022823	ComEd Baker Woods	190011	63510	Electric	\$19.11
							Sub-Total	\$63.04
	498	MACK & ASSOCIATES	11246	Auditing Services for FY2022	190011	65490	Auditing & Accounting	\$8,485.00
							Sub-Total	\$8,485.00
	1323	MENARDS	104332	Shop Supplies, Pickerill House-Knobs	191311	70330	Construction	\$45.92

4235	CREATIVE PLAY STORES	31770769	Folding Chair Sample for Pickerill	191311 70330	Construction	\$21.95
					Sub-Total	\$67.87
1199	KLUBER, INC.	8356	Pickerill Estate House Conversion Services	191311 70650	Professional Services (A&E)	\$1,616.31
					Sub-Total	\$1,616.31
				Forest Preserve Director	Total	\$11,168.71
51	SYNCB/AMAZON	1PHQ-7PF1-D7CW	Measuring cups, markers, clipboard, heat gun	19001183 63110	Shop Supplies	\$39.94
1323	MENARDS	104332	Shop Supplies, Pickerill House-Knobs	19001183 63110	Shop Supplies	\$54.28
1820	UNIQUE PRODUCTS & SERVICE	445636	Liners, cleaners, paper products	19001183 63110	Shop Supplies	\$186.90
					Sub-Total	\$281.12
				Grounds and Natural Resources	Total	\$281.12
4228	THOMAS HOFFMAN	22-00340	MHL Sec Dep Return	19001171 63040	Security Deposit Refund	\$150.00
4229	TABITHA JARDINE	23-00036	MHL Sec Dep Return	19001171 63040	Security Deposit Refund	\$150.00
4230	KEN KNASIAK	23-00027	Kingfisher Sec Dep Return	19001171 63040	Security Deposit Refund	\$100.00
4231	CHRIS CHIAPPINI	22-00338	Mooneed Sec Dep Return	19001171 63040	Security Deposit Refund	\$100.00
					Sub-Total	\$500.00

Hoover									
1452	NICOR		22827083027022 823	Nicor-Hoover Shop	19001171	63090	Natural Gas	\$54.03	
1452	NICOR		23336698297022 823	Nicor-Rookery	19001171	63090	Natural Gas	\$225.33	
1452	NICOR		28235299733022 823	Nicor-Moonseed	19001171	63090	Natural Gas	\$185.49	
1452	NICOR		30831034894022 823	Nicor Kingfisher	19001171	63090	Natural Gas	\$243.04	
1452	NICOR		50980197128022 823	Nicor Meadowhawk Lodge	19001171	63090	Natural Gas	\$56.87	
1452	NICOR		72389374124022 823	Nicor-Hoover Residence	19001171	63090	Natural Gas	\$111.54	
1452	NICOR		88551401149022 823	Nicor-Hoover Maintenance	19001171	63090	Natural Gas	\$199.89	
							Sub-Total	\$1,076.19	
1820	UNIQUE PRODUCTS & SERVICE		445636	Liners, cleaners, paper products	19001171	63110	Shop Supplies	\$911.02	
							Sub-Total	\$911.02	
1877	WALDEN'S LOCK SERVICE		22994	Hoover Key Replacements	19001171	63120	Building Maintenance	\$53.25	
							Sub-Total	\$53.25	
						Hoover	Total	\$2,540.46	
							Grand Total	\$15,334.63	

FARM LICENSE AGREEMENT #23-03-001

Henneberry Property

AGREEMENT made this 7TH day of March, 2023 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 7, 2023, and ending on December 31, 2023 subject to the conditions and limitations hereinafter mentioned.

Licensee shall pay Licensor a Base Rate of \$170 per tillable acre for the License year. The Base Rate shall be payable no later than May 31, 2023, 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, 2023. 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, Licenser shall pay the Licensee for planted but unharvested crops on the Subject Property on the basis of average county yield and unit price, based on available County data. Fertilizer and pesticide costs for planted but unharvested crops on the Subject Property shall be reimbursed, provided that the Licensee provides fertilizer and pesticide receipts for these costs. Other than amount for planted but unharvested crops, fertilizer and pesticide costs, as provided in this section, Licensee hereby waives its rights to request or seek any other amount from Licenser in the event the License granted herein is terminated.

18. Insurance & Liability

- A. The Licensee shall maintain one million dollars (\$1,000,000.00) of liability insurance on the Subject Property with an insurance company acceptable to the Licenser. Licensee shall purchase insurance with said company naming the Licenser as additional insured on the liability policy. Proof of such coverage must be on file with the Licenser on or before March 31, 2022. Failure to submit such proof by this date may terminate this License. Policy must cover all contractors hired by the Licensee to apply soil amendments, pesticides, or for other purposes, or the contractor must provide proof of insurance for the above referenced amount.
- B. Licensee shall obtain and maintain, at the Licensee's expense, appropriate and adequate insurance coverage for the Licensee's personal property in amounts determined by the Licensee to be adequate. Licensee shall provide a copy of all insurance policies to Licenser upon request of Licenser.
- C. Licensee shall hold harmless, indemnify, and defend the Licenser, its Commissioners, Officers, Agents, Attorneys and Employees against any and all losses, expenses, claims, costs, causes and damages, including without limitation litigation costs and attorneys' fees, on account of (a) any failure on the part of the Licensee to perform or comply with any terms or conditions of this Agreement, or (b) any personal injuries or death or damages to property arising from, occurring, growing out of, incident to, or resulting directly or indirectly from the grant of this License or the use of the Subject Property or the structures by Licensee. The provisions of this section shall be in addition to, and shall not be limited by, the amounts of any insurance provided by Licensee pursuant to this Agreement.

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

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

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

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

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

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

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

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

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

Licensor: Kendall County Forest Preserve District

By: _____
Brian DeBolt, President

Date: _____

Licensee:

By: _____
Albert Collins, Jr. Farm Operator

Date: _____

FARM LICENSE AGREEMENT #23-03-002

AGREEMENT made this 7TH day of March, 2023 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 7, 2023, and ending on December 31, 2023 subject to the conditions and limitations hereinafter mentioned.

Licensee shall pay Licensor a Base Rate of \$240 per tillable acres on the Millbrook North Parcel, \$255 per tillable acre on the Millbrook South Parcel, and \$220 per tillable acre on the Millington Parcel for the License year. The Base Rate shall be payable no later than May 31, 2023, 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, 2023. 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, 2023. 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 2023, 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, 2022. 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: _____
Brian DeBolt, 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 #23-03-003

Henneberry Property

AGREEMENT made this 7TH day of March, 2023 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 7, 2023, and ending on December 31, 2023 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, 2023, 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, 2023. 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: _____
Brian DeBolt, President

Date: _____

Licensees:

By: _____
Maurice Ormiston, Jr.

Date: _____

By: _____
Chris Ormiston

Date: _____

FARM LICENSE AGREEMENT #23-03-004

Baker Woods Forest Preserve

This AGREEMENT is made this 7TH day of March, 2023 between the KENDALL COUNTY FOREST PRESERVE DISTRICT, a Body Corporate and Politic, 110 West Madison Street, Yorkville, IL, 60560, Lessor, and Kyle Connell, of 7485 Nettle Creek Road, Morris, Illinois, 60450, Lessee, including all heirs and assigns.

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

PIN#s: Field A and B: 09-16-200-013
 Field C: 09-10-300-002 and 09-09-400-003

WHEREAS, Lessee desires to use the above-described real estate for farming purposes and Lessor desires to have the real estate farmed.

WHEREAS, both Lessee and Lessor hereby agree that there are 106.7 tillable acres suitable for row crops on the above referenced parcels, these tillable acres hereinafter referred to as the 'Subject Property'; and the Lessor hereby grants to the Lessee a farm lease in exchange for the following goods, services, and considerations, submitted as a use fee for a term of one (1) year, beginning on March 7, 2023, and ending on December 31, 2023 subject to the conditions and limitations hereinafter mentioned.

Lessee shall pay Lessor a **Base Rate** of \$265.00 (two-hundred and sixty five dollars) only per tillable acre for the 58.78-acres of tillable soils converted over to hay production in 2020. The Base Rate only shall be paid for acres in hay production, payable no later than May 31, 2023, and Lessee agrees that failure to pay by this date may terminate this Lease Agreement.

Lessee shall pay Lessor a **Base Rate** of \$235.00 (two-hundred and thirty five dollars) per tillable acre for the remaining 47.92-acres of tillable soils under row crop production, plus a **Flexible Rate**. The Base Rate is payable no later than May 31, 2023, and Lessee agrees that failure to pay by this date may terminate this Lease Agreement.

Lessee shall pay Lessor a **Flexible Rate for tillable soils under row crop production** equal to:

$$(((\text{Average Grain Price} - \text{Basis}) \times \text{Yield}) + \text{Crop Insurance}) \times 33.33\%) - \text{Base Rent}$$
(See Exhibit A for example.)

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

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

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

The Flexible Rate is payable on or before December 31 of each Lease year. Should the computed Flexible Rate be less than the Base Rate, then the Base Rate shall be the total due to Lessor.

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 lease to use the Subject Property under the terms and conditions state above. Further, the rights granted by District herein shall vest only in Lessee and no such rights shall vest in any of Lessee's employees, agents, subcontractors or partners, if any. Nothing in this Agreement shall be construed to convey to Lessee any legal or equitable interest in the Subject Property.
3. Lessor 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 Lessee to pay such taxes as are incurred during the term of this lease. In the event the Subject Property becomes taxable at any time during the term of this Lease, Lessee shall be required to pay those taxes that are incurred during the term of this Lease. At the termination of this Agreement, Lessee shall pay tax incurred during the term of this lease, though not yet due and owing. Where taxes have yet to be determined, Lessee shall pay the estimated taxes based on 100% of the previous year's taxes. Any such taxes shall be prorated as needed.
4. The Lessor agrees that the Lessee may, without further license on the part of the Lessor, use the Subject Property for the purpose of farming the land. If there are highly erodible soils on the Subject Property, the Lessee is responsible for maintaining the soil according to the methods adopted in Lessee's farming plan approved by the Kendall County Soil and Water Conservation District. Said report must be submitted to the Lessor 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 Lessee has inspected the Subject Property prior to signing this Agreement and accepts the condition of this "as is."
6. The Lessee agrees to farm the Subject Property in a husband-like manner, utilizing conservation tillage methods.
7. Lessee shall keep and provide to the Lessor the following records:
 - A. Soil Samples – The Lessee shall conduct annual soil testing (2.5 acre grid), with such costs split evenly with the Lessor. Soil test results shall be due to the Lessor by December 31. The Lessee shall apply the minimum amount of fertilizer required to maintain the soil fertility based on the following:

- 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.

9. 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 Lessee's expense for product and application. No carry over credit will be allowed from previous year's application.

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

11. The Lessee shall deliver and sell the crop yield to no buyers other than those listed below without the written approval of the Lessor. Lessee shall provide grain sheets to Lessor.

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

12. It is agreed that the tillable land on this farm should be devoted to hay and row crop production. The Lessor 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 Lessee at the inception of this Lease with a seed mix approved by Lessor. Lessor shall provide map to Lessee showing buffer areas to be planted.

Licensee may exercise an option to convert the 47.92-acres in row crop production as described in this Agreement for hay production. Base rent on acres converted from row crop production to hay production will be charged a base rent only of \$265.00 per acre payable by May 30 for each lease-year, with no calculated yield payment owed for those acres converted for hay production.

13. Pesticide Use

- A. Lessee 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, Lessee shall supply Lessor 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, Lessee shall be responsible for obtaining a renewal or new license to replace such an expired license and shall promptly provide Lessor 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. Lessee shall provide Lessor 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 shall provide Licensor with a record of pesticide applications, including dates of applications, types and amounts of pesticide used, fields treated, and the identity of the applicator for each application. Use of atrazine (weed control) and neonicotinoid pesticides (seed treatments including imidacloprid, thiamethoxam, and clothianidin formulas) are prohibited from application within the license area.
- E. Lessee is responsible, at the Lessee'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 Lessor.

14. Lessee 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. The Lessee 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. Upon termination of this Agreement, Lessor may request the Lessee to provide services associated with restoration of the Subject Property. Such services may include plowing, herbiciding, tilling, seeding, and maintenance mowing. Financial arrangement shall be mutually agreed upon by Lessor and Lessee should these services be requested.

17. Lessor 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 Lessee, as provided in this Lease.

18. The Lessee agrees that this Lease is purely a personal lease to use the Subject Property for farming purposes. The Lessor may terminate this Agreement at any time and for any reason by giving thirty (30) days notice in writing to that effect to the Lessee. In the event of any termination, Lessor shall pay the Lessee 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 Lessee provides fertilizer and pesticide receipts for these costs. Other than amount for planted but unharvested crops, and fertilizer and pesticide costs, as provided in this section, Lessee hereby waives its rights to request or seek any other amount from Lessor in the event the License granted herein is terminated.

19. Insurance & Liability

- 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. Proof of such coverage must be on file with the Lessor on or before March 30th of the first year of the License. Failure to submit such proof by this date may terminate this License. Policy must cover all contractors hired by the Lessee to apply soil

amendments, pesticides, or for other purposes, or the contractor must provide proof of insurance for the above referenced amount.

- B. 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 Lessee to be adequate. Lessee shall provide a copy of all insurance policies to Lessor upon request of Lessor.
- C. Lessee shall hold harmless, indemnify, and defend the Lessor, 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 Lessee 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 Lessee. The provisions of this section shall be in addition to, and shall not be limited by, the amounts of any insurance provided by Lessee pursuant to this Agreement.

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

21. It is mutually agreed that the Lessee is an independent contractor, not subject to the control of the Lessor and is not an employee of the Lessor.

22. Lessee 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 Lessee's use or occupancy of the Subject Property (a "Lien"). If the Subject Property becomes encumbered with any Lien, Lessor may, at Lessor's option, terminate this Agreement or direct Lessee to remove any such lien from the subject property. Lessee 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 Lessee, and shall be reimbursed by Lessee 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.

23. Lessee 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.

24. 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.

25. 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.

26. 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.

27. 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.

Lessor:

Kendall County Forest Preserve District

By: _____
Brian DeBolt, President

Date: _____

Lessee:

By: _____
Kyle Connell, Farm Operator

Date: _____

Exhibit A

Flexible Rate Calculation Example

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

Average grain price = Corn \$5 per bushel

Basis = \$0.30 per bushel

Yield = 200 bushels per acre x 100 acres = 20,000 bushels

Crop Insurance = 0

Base Rent = 100 acres x \$200 per acre = \$20,000

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

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

The base rate amount is due May 31.

The flexible rate amount is due December 31.

FARM LICENSE AGREEMENT #23-03-005

Baker Woods Forest Preserve – Hay Production

This Agreement is made this 7TH day of March, 2023 (“Date of Execution”), between the Kendall County Forest Preserve, a Body Corporate and Politic, 110 West Madison Street, Yorkville, Illinois, 60560, (“Licensor”), and Nate Fazio, located at 11010 Caton Farm Road, Yorkville, IL 60560 (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, 2023, 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 one years, ending December 31, 2023, with Storage provisions in effect through June 1, 2024.
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:

$$\text{Cost per ton divided by } 33.33 \text{ bales per ton} = \$ \underline{\hspace{2cm}} \text{ small bale price equivalency}$$

- 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.

$$\$ \underline{\hspace{2cm}} \text{ small bale price equivalency} \times .5 = \$ \underline{\hspace{2cm}} \text{ Licensee purchase price per small bale.}$$

5. **Storage:** Licensee shall extend an option for storage of remaining portions of the Licensor's share of hay produced at a cost of \$0.50 per small bale delivered. The storage fee will be 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. Licensee shall provide all machinery and equipment, at Licensee's expense.

7. **Limited License:** This Agreement grants only a contractual license to use the Subject Property under the terms and conditions stated herein. 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 the Illinois Property Tax Code, 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 based on 100% of the previous year's taxes. 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 of each year of the License. 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. If Lessee applies limestone to the Subject Property, the cost of the limestone will be depreciated at 25% annually. If the Lessee farms the Subject Property for a period less than four (4) years, the Lessor will reimburse the Lessee for the cost of the limestone less the total annual depreciation. Lime shall be applied when soil pH is less than 6.2.

14. **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. 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.

15. **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.

16. **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.

17. **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.

18. **Termination:** The Licensee agrees that this License is purely a personal license to use the Subject Property for farming purposes. To the extent permitted by law, 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 early termination, Licensor shall pay the Licensee for its one-half share of any hay cutting that has not yet taken place during the License year when the License is terminated based on the formula for surplus hay sales set forth above. Licensee hereby waives its rights to seek any other amounts from Licensor in the event the License is terminated.

19. **Insurance & Liability:**

A. Licensee shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Licensee's operation and use of the Subject Property. The cost of such insurance shall be borne by the Licensee. Minimum scope and limit of insurance coverage shall be at least as broad as:

i. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the

general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

ii. Workers' Compensation insurance as required by the State of Illinois, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease. (This applies to a Licensee with employees).

iii. Property insurance against all risks of loss to any Licensee improvements or betterments, at full replacement cost with no coinsurance penalty provision.

iv. Farm Pollution Liability covering third party liability for bodily injury or property damage with limits no less than \$1,000,000 per occurrence.

B. If the Licensee maintains broader coverage and/or higher limits than the minimums shown above, Licensor requires and shall be entitled to the broader coverage and/or the higher limits maintained by Licensee. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Licensor. The insurance required under this Agreement does not represent that coverage and limits will necessarily be adequate to protect Licensee, nor be deemed as a limitation on Licensee's liability to Licensor in this Agreement.

C. Other Insurance Provisions:

The insurance policies are to contain, or be endorsed to contain, the following provisions:

i. Additional Insured Status. Licensor, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Licensee including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Licensee's insurance (at least as broad as ISO Form CG 20 10).

ii. Primary Coverage. For any claims related to this contract, the Licensee's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Licensor, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Licensor, its officers, officials, employees, or volunteers shall be excess of the Licensee's insurance and shall not contribute with it.

iii. Notice of Cancellation. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Licensor.

iv. Waiver of Subrogation. Licensee hereby grants to Licensor a waiver of any right to subrogation which any insurer of said Licensee may acquire against the Licensor by virtue of the payment of any loss under such insurance. Licensee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Licensor has received a waiver of subrogation endorsement from the insurer.

v. Acceptability of Insurers. Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the Licensor.

D. Licensee shall furnish the Licensor with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Licensor before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Licensee's obligation to provide them. The Licensor reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

E. Special Risks or Circumstances. Licensor reserves the right to modify these requirements at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

F. Licensee shall indemnify, hold harmless and defend with counsel of Licensor's own choosing, Licensor, 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 this Agreement and any breach by Licensee of any representations or warranties made within the contract documents (collectively, the "Claims"), to the extent such Claims result from the performance of this contract by Licensee or those Claims are due to any act or omission, neglect, willful acts, errors, omissions or misconduct of Licensee in its performance under this Agreement.

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. No attorney may be assigned to represent the Releasees pursuant to this Section of the Agreement unless the attorney has been approved in writing by the Kendall County State's Attorney. Releasees' participation in its defense shall not remove Licensee'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 Agreement.

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. **Conflict of Interest:** Both parties affirm no Kendall County Forest Preserve officer or elected official has a direct or indirect pecuniary interest in Licensee or this Agreement, or, if any Kendall County Forest Preserve officer or elected official does have a direct or indirect

pecuniary interest in Licensee or this Agreement, that interest, and the procedure followed to effectuate this Agreement has and will comply with 50 ILCS 105/3.

22. **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.

23. **Independent Contractor:** It is understood and agreed that Licensee is an independent contractor and is not an employee of, partner of, agent of, or in a joint venture with Licensor. Licensee understands and agrees that Licensee is solely responsible for paying all wages, benefits and any other compensation due and owing to Licensee's officers, employees, and agents for the performance of services set forth in the Agreement. Licensee further understands and agrees that Licensee is solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for Licensee's officers, employees and/or agents who perform services as set forth in the Agreement. Licensee also acknowledges its obligation to obtain appropriate insurance coverage for the benefit of Licensee, Licensee's officers, employees and agents and agrees that Kendall County is not responsible for providing any insurance coverage for the benefit of Licensee, Licensee's officers, employees and agents. Licensee hereby agrees to defend with counsel of Licensor's own choosing, indemnify and waive any right to recover alleged damages, penalties, interest, fees (including attorneys' fees), and/or costs from Licensor, its past, present and future board members, elected officials, employees, insurers, and agents for any alleged injuries that Licensee, its officers, employees and/or agents may sustain while performing services under the Agreement.

24. **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.

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

26. **Waiver of Lien:** Licensee hereby waives any claim of lien against subject premises on behalf of Licensee, its officers, insurers, employees, agents, suppliers and/or sub-contractors

27. **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.

28. **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.

29. **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.

30. **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.

31. **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:

Brian DeBolt, President
Kendall County Forest Preserve District
110 W. Madison Street
Yorkville, Illinois 60560

Licensee send to:

32. **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.

33. **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: _____
Brian DeBolt, President

Date: _____

Licensee:

By: _____
Nate Fazio

Date: _____

Subject Property - Exhibit 1a – Hay Fields and Acreage



LICENSE AGREEMENT #23-03-006

Little Rock Creek Forest Preserve Property – Farm Storage Shed

AGREEMENT made this 21ST day of March, 2023 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)

WHEREAS, Licensee desires to utilize the metal storage shed and approaches located on the above-described real estate for farming equipment storage, and Licensor desires to receive intermittent support from the farm operator to maintain the recently restored areas at Little Rock Creek Forest Preserve.

WHEREAS, both Licensee and Licensor hereby agree that there is a metal storage shed located on the above referenced parcels, hereinafter referred to as the ‘Subject Property’; and the Licensor hereby grants to the Licensee a 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 21, 2023, and ending on December 31, 2023 subject to the conditions and limitations hereinafter mentioned, with the fee for the use of the farm equipment storage building located along Burr Oak Road on parcel 01-33-400-006 beginning on March 21, 2023 and ending on March 20, 2024.

WHEREAS, Licensee shall pay Licensor a License Payment of \$100 per month for the License year payable in advance.

The non-refundable License payment in full shall be payable no later than May 30, 2023, 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 storage of farm equipment.

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 maintain the Subject Property approaches and shed, including addressing any required maintenance needs to keep the shed doors in good working order during the term of the license.
6. No pesticides shall be stored on the Subject Property.
12. Licensee shall comply with all federal, state, and local laws, ordinances, rules and regulations.
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, including conservation lands. 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 not be entitled to the recovery of any portion of the the Licensee fee paid. 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: _____
Brian DeBolt, President

Date: _____

Licensees:

By: _____
Tom Anderson

Date: _____



KENDALL COUNTY FOREST PRESERVE DISTRICT APPLICATION FOR EMPLOYMENT

Kendall County Forest Preserve District is committed to complying with the Americans with Disabilities Act. If an applicant requires a reasonable accommodation for purposes of completing the job application process, please contact the Executive Director David Guritz at 630-553-4131 or dguritz@kendallcountyil.gov. A resume and cover letter may be attached to the completed employment application.

Date Completed: _____

Department/Elected Office: _____

Position Desired: _____

Applicant's Name: _____
 (Print) Last First Middle

Present Mailing Address: _____
City State Zip Code

Phone: (____) _____ Email Address (optional): _____

How did you hear about this employment opportunity? _____

Have you ever worked for Kendall County Forest Preserve District before? Yes No

If yes, please give dates and position: _____

RECORD OF PREVIOUS EMPLOYMENT

Please list the names of your present and previous employers in chronological order with present or most recent employer listed first. Be sure to account for all periods of time including military services and any period of unemployment. If self-employed, give business name and supply business references. (Add additional pages if necessary.)

Present or Last Employer	Employed From mo/yr	Your Title or Position	Reason for Leaving
Name of Employer	_____	_____	
Address	To mo/yr	Name & Title of Supervisor	
Phone	_____	_____	

Last Employer	<u>Employed From</u> mo/yr	<u>Your Title or Position</u>	<u>Reason for Leaving</u>
_____ Name of Employer	_____ To mo/yr	_____ <u>Name & Title of Supervisor</u>	
_____ Address	_____ _____	_____ _____	
_____ Phone	_____		
Last Employer	<u>Employed From</u> mo/yr	<u>Your Title or Position</u>	<u>Reason for Leaving</u>
_____ Name of Employer	_____ To mo/yr	_____ <u>Name & Title of Supervisor</u>	
_____ Address	_____ _____	_____ _____	
_____ Phone	_____		
Last Employer	<u>Employed From</u> mo/yr	<u>Your Title or Position</u>	<u>Reason for Leaving</u>
_____ Name of Employer	_____ To mo/yr	_____ <u>Name & Title of Supervisor</u>	
_____ Address	_____ _____	_____ _____	
_____ Phone	_____		

May we contact your current and previous employers? Yes No

If no, please explain:

Please indicate any actual experience, special training, and/or qualifications that you have which you feel are relevant to the position for which you are applying.

If hired, can you furnish proof that you are over 18 years of age? Yes No

Are you able to perform the essential functions of this job with or without reasonable accommodation?

Yes No

Will you be able to work the position's required work hours? Yes No

Will you be able to work on-site? Yes No

EDUCATIONAL BACKGROUND

School Name	Years Completed	Diploma/Degree	School Name
High School:			
College/University:			
Graduate/Professional:			
Trade or Correspondence:			
Other:			

PROFESSIONAL REFERENCES

Please list three professional references who are **not your** previous employers or relatives.

Name	Occupation	Address (Street, City and State)	Telephone Number	Number of Years Known

ACKNOWLEDGMENTS AND DISCLAIMER

By signing my name below, I certify that all information provided in this application, my resume, other employment application documents, and interview are true and complete to the best of my knowledge. I understand that any misrepresentations or omissions in my application, resume, other employment documents, or interviews(s) may be cause for rejection of my application, or may be cause for subsequent dismissal at any time if hired by Kendall County Forest Preserve District (hereinafter collectively referred to as the "District")

I understand that the District is not obligated to provide employment and that I am not obligated to accept employment should an offer of employment be made to me. **NOTHING IN THIS APPLICATION, OR IN ANY PRIOR OR SUBSEQUENT ORAL OR WRITTEN STATEMENT, IS INTENDED TO OR DOES CREATE ANY CONTRACT OF EMPLOYMENT. SHOULD THIS APPLICATION AND THE PROCESS SURROUNDING THIS APPLICATION RESULT IN MY EMPLOYMENT WITH THE DISTRICT, I UNDERSTAND THAT I WOULD BE HIRED AS AN EMPLOYEE AT WILL (SUBJECT TO THE TERMS OF AN APPLICABLE COLLECTIVE BARGAINING AGREEMENT, IF ANY) AND NOTHING IN THIS APPLICATION WOULD RESTRICT MY RIGHT AS AN EMPLOYEE OR THE DISTRICT'S RIGHT AS AN EMPLOYER TO TERMINATE MY EMPLOYMENT AT ANY TIME.**

Kendall County Forest Preserve District is an equal opportunity employer and does not discriminate against applicants and/or employees on the basis of their race, color, religion, sex, pregnancy, sexual orientation, national origin, marital status, age, ancestry, military status, veteran status, disability, genetic information, pregnancy and/or any other basis prohibited by state, federal and/or local laws, regulations and ordinances.

If selected for the position and upon commencement of employment, I understand that I will be required to submit verification that I am legally authorized to work in the United States as required by federal law.

I understand and agree that all information furnished in this application may be verified by the District or its authorized representatives. I waive any right I may have to be notified by any individuals and organizations named in this application prior to the release of any information to Kendall County Forest Preserve District. I further authorize all individuals and organizations named in this application to give Kendall County Forest Preserve District and its authorized agents all information relative to such verification. I hereby release such individuals and organizations and Kendall County Forest Preserve District from any and all liability for any claim or damage resulting therefrom. If the District determines that I am qualified for the position, and I have been notified that I have been selected for an interview or, if there is no interview, I have been made a conditional offer of employment with the District, I may be required to submit to a criminal history background check, employment verification, and/or reference check. By signing my name below, I affirm my understanding that certain offenses may disqualify me from employment in a particular position with Kendall County Forest Preserve District to the extent permitted by applicable law.

BY SIGNING BELOW, I HEREBY CERTIFY THAT I HAVE READ AND AGREE TO ALL OF THE ABOVE. BY SIGNING MY NAME BELOW, I ALSO HEREBY AFFIRM THAT ALL OF THE INFORMATION PROVIDED ON THIS APPLICATION IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

Signature of Applicant

Date

**AGREEMENT FOR DISBURSEMENT AND USE OF KENDALL COUNTY'S
AMERICAN RESCUE PLAN ACT FUNDS**

THIS AGREEMENT ("Agreement") is made and entered into on this 21st day of February, 2023 by and between the County of Kendall, Illinois, a unit of local government ("County") and the Kendall County Forest Preserve District ("Grantee"), UEI #GDTLKWCBEV33. For purposes of this Agreement, the County and Grantee shall hereinafter collectively be referred to as "the Parties".

RECITALS

WHEREAS, the United States Department of Treasury ("Treasury") launched the Coronavirus State and Local Fiscal Recovery Fund, Assistance Listing 21.027 ("Recovery Fund"), which was established by the American Rescue Plan Act of 2021 ("ARPA"), to provide \$350 billion in emergency funding for eligible state, local, territorial, and Tribal governments; and

WHEREAS, the Treasury determined the County is an eligible local government that will be receiving approximately twenty-five million dollars (\$25,000,000) in Recovery Funds (FAIN SLFRP1804) from the United States Government; and

WHEREAS, the County's share of the Recovery Funds are subject to the U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions, as executed by the County on May 18, 2021 ("Award Terms and Conditions"); and

WHEREAS, the Federal Award Date for the County's Recovery Funds was May 20, 2021; and

WHEREAS, the Treasury issued guidelines identifying the authorized use of Recovery Funds allocated to local governments under the ARPA (hereinafter referred to as the "Final Rule"); and

WHEREAS, pursuant to the Final Rule, the County can use its allocated Recovery Funds for any one or more of the following authorized uses: (1) to respond to the public health emergency created by the COVID-19 pandemic ("pandemic") or the pandemic's negative economic impacts; (2) to provide premium pay to eligible workers performing essential work during the public health emergency; (3) to provide government services to the extent of the reduction in revenue due to the public health emergency; and (4) to make necessary investments in water, sewer, or broadband infrastructure; and

WHEREAS, within the eligible use categories outlined above, the Final Rule provides the County with the flexibility to determine how best to use payments from the Recovery Funds to meet the needs of the County's communities and population; and

WHEREAS, the Final Rule permits the expenditure of Recovery Funds to respond to the public health emergency created by the pandemic or the pandemic's negative economic impacts; and

WHEREAS, creating or enhancing outdoor spaces promotes health and mitigates the spread of COVID-19; and

WHEREAS, Grantee owns the Ken Pickerill Estate House (the "Pickerill House"), located on the Pickerill-Pigot Forest Preserve; and

WHEREAS, Grantee intends to renovate the Pickerill House for public recreational and educational use; and

WHEREAS, the renovation of the Pickerill House includes the installation of an open-air patio area for the use of individuals attending events at the Pickerill House; and

WHEREAS, the County finds installing an open-air patio at the Pickerill House will promote health and mitigate the spread of COVID-19; and

WHEREAS, the County finds that providing a portion of its Recovery Funds to Grantee for installation of the open-air patio at the Pickerill House is responsive to the public health emergency created by the pandemic or its negative economic impacts; and

WHEREAS, the County, as the jurisdiction responsible for disbursement of its Recovery Funds, is authorizing the subaward of a portion of the County's Recovery Funds to Grantee (pursuant to the terms and conditions set forth in this Agreement) for the purpose of responding to the public health emergency created by the pandemic or its negative economic impacts by installing an open-air patio at the Pickerill House.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties hereby agree as follows:

1. Recitals

The recitals set forth above are incorporated in this Agreement by reference and made a part of this Agreement.

2. County's Obligations

In consideration for Grantee's execution of this Agreement, the County agrees to the following:

- a. Pursuant to the terms and conditions set forth in this Agreement, the County agrees to disburse a portion of its Recovery Funds to Grantee in the amount of One Hundred Thousand Dollars and Zero Cents (\$100,000.00) to be used by Grantee for the sole purpose of installing an open-air patio at the Pickerill House. Said amounts actually disbursed to Grantee shall hereinafter be referred to as "Grant funds."
- b. The Grant funds set forth in Paragraph 2(a) shall be disbursed by the County to Grantee in one lump sum.

3. Grantee's Obligations

- a. Grantee understands and agrees it shall use the Grant funds only for the purpose of installing an open-air patio at the Pickerill House.
- b. Grantee must spend all Grant funds no later than December 31, 2024 (the "allowable spending period"). If Grantee has not spent all of the Grant funds by the end of the allowable spending period, Grantee must return all remaining Grant funds to the County within thirty (30) calendar days after Grantee's allowable spending period ends.
- c. If Grantee uses the Grant funds for any purpose other than installing an open-air patio at the Pickerill House (hereinafter referred to as an "Improper Purpose"), Grantee shall immediately reimburse the County the full amount of Grant funds received from the County.
- d. By signing this Agreement, Grantee affirms that Grantee may not use its Grant funds as a non-federal match for other federal programs whose statute or regulations bar the use of federal funds to meet matching requirements. If Grantee uses its Grant funds for such purpose, this shall also be deemed an Improper Purpose, and Grantee shall immediately reimburse the County the full amount of Grant funds received from the County.
- e. Grantee agrees it shall not use its Grant funds for an expense for which it has already received, or will receive reimbursement or payment from another federal, state, local, or private program designed to provide relief from the pandemic.

- f. Grantee agrees to comply with ARPA, the Award Terms and Conditions, the Final Rule (including all subrecipient monitoring and reporting requirements), and all interpretive guidance issued by the Treasury regarding Recovery Funds. Grantee also agrees to comply with all applicable requirements set forth in the Uniform Guidance for Federal Awards (2 C.F.R. 200 *et seq.*), the Single Audit Act, and all other applicable federal and state statutes, regulations, and executive orders.
- g. Grantee shall maintain all original records relating to its use of the Grant funds for a period of at least ten (10) years after the Grant funds are spent or the period of time required by other state or federal law, whichever is longer.
- h. As a recipient of some of the County's Recovery Funds, Grantee understands and agrees that it must take any and all steps necessary to assist the County with the County's reporting requirements on the use of Grantee's Grant funds. Such steps will include, but are not limited to the following:
 - i. Ninety (90) calendar days after receiving the Grant funds, Grantee shall file a written report with the County that includes the following information: (a) the amount of Grant funds spent by Grantee during that three month period; (b) sufficient detail describing how the Grant funds were used by Grantee during that three month period; and (c) supporting documentation evidencing how the Grant funds were used by Grantee. Grantee agrees to provide any additional information and supporting documentation requested by the County in this report, as the County sees fit. Grantee shall continue to file these written reports every ninety (90) days to include the above information for each 90-day period.
 - ii. Within five (5) calendar days after the allowable spending period ends, Grantee shall file a final written report with the County that includes the following information: (a) the amount of Grant funds spent by Grantee in the time since Grantee's previous report; (b) sufficient detail describing how the Grant funds were used by Grantee since the time period covered by Grantee's previous report; (c) supporting documentation evidencing how the Grant funds were used since the time period covered by Grantee's previous report; and (d) the amount, if any, of unused Grant funds being

- returned to the County at the conclusion of the allowable spending period. Grantee agrees to provide any additional information and supporting documentation requested by the County in this report as the County sees fit.
- iii. At any other time, the County, its auditor, or legal counsel may request Grantee provide additional information and records relating to Grantee's use of the Grant funds. Grantee agrees to comply with such a request within ten (10) business days of receiving such a request and to otherwise work collaboratively with the County to ensure compliance with ARPA.
 - i. Grantee agrees to (a) fully comply with all applicable requirements of the Illinois Prevailing Wage Act; (b) notify all contractors and subcontractors that the construction of any public work using Grant funds shall be subject to the Illinois Prevailing Wage Act; and (c) include all notices required by statute and the Illinois Department of Labor in any contracts using Grant funds. In the event Grantee fails to comply with the notice requirements set forth in the Prevailing Wage Act, Grantee shall be solely responsible for any and all penalties, fines, and liabilities incurred for Grantee's, contractor's, and/or subcontractor's violation of the Prevailing Wage Act.
 - j. If Grantee uses Grant funds to pay a contractor or subcontractor to perform work for Grantee, Grantee must ensure that such contracts include provisions incorporating all of the following:
 - i. The contractor/subcontractor agrees to comply with all applicable provisions of ARPA, the Final Rule, 2 C.F.R. 200 *et seq.* and all other applicable federal and state statutes, regulations, interpretive guidance, and executive orders.
 - ii. 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.*
 - iii. The Illinois Human Rights Act, Title VI 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.
 - iv. The Davis Bacon Act, 40 U.S.C. 3141 *et seq.* as necessary.

- v. The Contract Work Hours and Safety Standards Act, 40 U.S.C. 3702 and 3704, as necessary.
- vi. Grantee shall ensure that Grantee and each contractor and/or subcontractor performing work using Grant funds shall obtain and continue in force during the performance of such work, all insurance necessary and appropriate and that each contractor and/or subcontractor contracted with to perform work shall name the County as an Additional Insured on a Primary and Non-Contributory basis with respect to all liability coverage, as well as a waiver of subrogation with respect to the general liability and workers' compensation in favor of the County. Further, Grantee shall require each contractor and/or subcontractor to provide indemnification and hold harmless guarantees to the County during the work.
- k. Grantee agrees that the maintenance of any work constructed in whole or in part with Grant funds will be the responsibility of Grantee, and Grantee alone. Further, Grantee shall be responsible for any future repair or replacement deemed necessary for said work. Nothing in this Agreement shall be construed as to create a duty or responsibility on behalf of County to finance, maintain, repair, replace, or otherwise control the resulting work.
- l. Grantee certifies that Grantee, its parent companies, subsidiaries, and affiliates are not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or as a result of a violation of 820 ILCS 130/1 *et seq.* (the Illinois Prevailing Wage Act). Grantee further certifies by signing this Agreement that Grantee, its parent companies, subsidiaries, and affiliates have not been convicted of, or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 *et seq.*; and has not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that officer's or employee's official capacity. Nor has Grantee made an admission of guilt of such conduct that is a matter of record, nor has any official, officer, agent, or employee of the company been so convicted nor made such an admission.

- m. Grantee, its officers, employees, subcontractors, and agents agree not to commit unlawful discrimination/ unlawful harassment and further 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, the Illinois Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended, and all applicable rules and regulations. Grantee, its officers, employees, subcontractors, and agents shall maintain a written sexual harassment policy that complies with the requirements of 775 ILCS 5/2-105 and shall comply with all fair employment practices and equal employment opportunity/affirmative action requirements set forth in applicable state and federal laws and regulations.

4. Assignment

This Agreement and the rights of the Parties hereunder may not be assigned (except by operation of law), and the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto. Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the Parties and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of such agreements.

5. Non-appropriation

The sole source of the Grant funds shall be from the County's received Recovery Funds. The County shall not be obligated to fund the Grant from any other source. If the County does not receive sufficient Recovery Funds to satisfy all or part of the County's obligations under this Agreement, the County's obligation to provide the Grant funds to Grantee shall be suspended unless and until such Recovery Funds are received by the County. Also, Grantee understands and agrees the County's disbursement of Grant funds to Grantee, as set forth in this Agreement, is contingent on the Kendall County Board's appropriation and disbursement of those funds. Grantee understands and agrees that the sole and exclusive decision as to whether or not to appropriate and disburse Recovery Funds to Grantee lies within the discretion of the Kendall County Board.

6. Remedies

- a. The County, by disbursing Grant funds to Grantee, does not guarantee to Grantee that Grantee's intended use of the Grant funds complies with the requirements of

ARPA. By signing this Agreement, Grantee affirms that its use of the Grant funds qualifies for funding under ARPA. The County reserves the right to demand immediate repayment from Grantee of any Grant funds the County determines, in its sole discretion, were used for a purpose that does not meet the criteria of ARPA, the Final Rule, and/or any other Treasury guidelines associated with disbursement of funds under ARPA.

- b. If the County determines, in its sole discretion, the Grantee has submitted any false, inaccurate, or misleading information to the County, the County may demand immediate repayment from Grantee of all Grant funds.
- c. If Grantee's records are needed to justify an expense to the Treasury or any other office, official, or department which is responsible for auditing disbursements of ARPA funds, failure by Grantee to promptly provide these records, for any reason including the prior destruction of these records, shall constitute a breach of this Agreement. The sole and exclusive remedy for such a breach is that Grantee shall be responsible for repayment of any funds the Treasury or other appropriate office, official, or department finds were improperly used, unsupported, or unverified. Additionally, Grantee agrees to indemnify the County and make the County whole for any penalty assessed against the County based upon Grantee's failure to retain or provide records.
- d. Any other breach of this Agreement by Grantee may, at the sole discretion of the County, result in immediate termination of the Agreement and/or a demand for immediate repayment of all Grant funds. Grantee must return all Grant funds to the County within thirty (30) calendar days after the County issues a demand for immediate repayment pursuant to this paragraph.

7. Indemnity

If the Treasury, or any other person, official, or department which is charged with the auditing and review of expenditures of Recovery Funds determines that Grantee's use of such funds was not permitted under ARPA, Grantee agrees to indemnify, reimburse and make whole the County for any funds which the United States Government or its agencies seek to recoup or collect, either by litigation, or by withholding other federal funds owed to the County.

Grantee further agrees to indemnify, reimburse, and make whole the County for any penalties associated with the United States government seeking to recoup the expended Grant funds including interest and/or any other penalty provided by law.

Grantee agrees to hold the County harmless for any evaluation or advice which the County provided to Grantee as to whether Grantee's use of Grant funds is a permissible use under ARPA.

In addition to all of the above, Grantee shall indemnify, hold harmless and defend with counsel of County's own choosing, County, 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 Agreement and any breach by Grantee of any representations or warranties made within the Agreement (collectively, the "Claims"), to the extent such Claims result from any act or omission, neglect, willful acts, errors, or misconduct of Grantee in its performance under this Agreement or its use of Grant funds.

Pursuant to 55 ILCS 5/3-9005, no attorney may be assigned to represent the Releasees pursuant to this Section of the Agreement unless the attorney has been approved in writing by the Kendall County State's Attorney. Releasees' participation in its defense shall not remove Grantee'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. All indemnification obligations shall survive the termination of this Agreement.

8. Notice

Any notice required or permitted in this Agreement shall be given by either (a) depositing the same in the United States mail, addressed to the party to be notified, postage prepaid and certified with the return receipt requested, (b) delivering the same in person, or (c) via e-mail with electronic confirmation of receipt.

If to the County: Kendall County Administrator
111 W. Fox Street
Yorkville, Illinois 60560

With copy to:
Kendall County State's Attorney
807 John Street
Yorkville, Illinois 60560

If to Grantee:

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

or such address or counsel as any party hereto shall specify in writing pursuant to this Section from time to time. Delivery of notice shall be deemed to have occurred upon the date of receipt of the notice.

9. Venue and Severability

This Agreement shall be interpreted and enforced under the laws of the State of Illinois. Any legal proceeding related to enforcement of this Agreement shall be brought in the Circuit Court of Kendall County, Illinois. If the County is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this Agreement, and by reason thereof, the County is required to use the services of an attorney, then the County shall be entitled to reasonable attorneys' fees, court costs, expenses and expert witness fees incurred by the County pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.

In case any provision of this Agreement shall be declared and/or found invalid, illegal or unenforceable by a court of competent jurisdiction, such provision shall, to the extent possible, be modified by the court in such manner as to be valid, legal and enforceable so as to most nearly retain the intent of the parties, and, if such modification is not possible, such provision shall be severed from this Agreement, and in either case the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

10. Execution of Agreement

This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.

11. Entire Agreement

This Agreement represents the entire agreement between the Parties regarding this subject matter and there are no other promises or conditions in any other agreement whether oral or written. Except as expressly stated herein, this Agreement supersedes any other prior written or oral agreements between the parties regarding this subject matter and may not be further modified except in writing acknowledged by both parties.

12. Relationship of the Parties

Nothing contained in this Agreement, nor any act of the County or Grantee pursuant to this Agreement, shall be deemed or construed by any of the parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the County and Grantee. Grantee understands and agrees that Grantee is solely responsible for paying all wages, benefits and any other compensation due and owing to Grantee's officers, employees, and agents for the performance of any services as set forth in the Agreement.

13. Waiver

The County and/or Grantee's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

14. Termination

This Agreement shall be in full force and effect upon signature by both parties and will terminate once Grantee has spent or returned all the Grant funds it has received from the County and filed its final report. However, Grantee's record-keeping obligation and its duty to defend and indemnify shall survive the term of this Agreement.

15. Authority

The County and Grantee each hereby warrant and represent that their respective signatures set forth below have been, and are on the date of this Agreement, duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, using duplicate counterparts, on the dates listed below.


KENDALL COUNTY, ILLINOIS

**KENDALL COUNTY FOREST
PRESERVE DISTRICT**



Kendall County Board Chair

District President

Attest: 

Debbie Gillette
Kendall County Clerk

Attest: _____

Date: 2/21/23

Date: _____



216 E. Main St.
Plano, IL 60545
630-552-9030
630-552-2100 FAX

Kendall County Forest Preserve
Pickerill Estate House
6350 Minkler Rd
Yorkville, IL 60560

2/3/23

WE ARE PLEASED TO QUOTE YOU THE FOLLOWING:

- 1 Honeywell Vista 20P Alarm Control Panel
- 1 Honeywell 6160 Custom English Keypad
- 1 Honeywell 5881 Wireless Receiver
- 1 Elk 120 Voice Driver w/ 4 Recordable Outputs
- 2 Elk Speakers
- 12 Honeywell 5816WMWH Wireless Door Contacts
- 3 Honeywell 5800PIRRES Wireless Motion Detectors

TOTAL INSTALLED PRICE IS **\$1267.00** WHICH INCLUDES LABOR, WIRE, AND MISC. PARTS. MONTHLY MONITORING OVER EXISTING PHONE LINE IS \$25.00 PAYABLE QUARTERLY IN ADVANCE.

50% PAYMENT IS DUE AT PRE-WIRE AND BALANCE DUE UPON COMPLETION OF INSTALLATION.

THIS QUOTE IS VALID FOR 60 DAYS FROM DATE ABOVE.

CUSTOMER SIGNATURE

DATE

ALARM COMPANY SIGNATURE

DATE

BURGLAR ALARMS, FIRE ALARMS,
CAMERA SYSTEMS, DOOR ACCESS
SYSTEMS, INTERCOM SYSTEMS



GUARANTEE

THE INSTALLATION INCLUDES A GUARANTEE TO REPAIR OR REPLACE AT THE COMPANY'S OPTION DEFECTS IN MATERIALS AND WORKMANSHIP FOR A PERIOD OF ONE YEAR FROM THE DATE THE INSTALLATION IS COMPLETED.

CONDITIONS

1. **This is a lump sum quotation for all items and quantities listed; and unit prices, if given, are solely for information. If the quantities are our take-off they are estimates only and while believed reasonably accurate, they are not guaranteed.**
2. **The amount of any present or future sales, revenue, excise, or other tax applicable to the goods and/or services covered by this quotation, or the sale or use thereof, shall be added to the price quoted and shall be paid by the Subscriber.**
3. **It is understood and agreed by the parties hereto that Company is not an insurer and that insurance, if any, covering personal injury and property loss or damage on Subscriber's premises shall be obtained by the Subscriber; that the Company is being paid for the installation and/or maintenance of a system designed to reduce certain risks of loss and that the amounts being charged by the Company are not sufficient to guarantee that no loss will occur, that the Company is not assuming responsibility for any losses which may occur even if due to Company's negligent performance or failure to perform any obligation under this agreement. Since it is impractical and extremely difficult to fix actual damages which may arise due to the faulty operation of the system or failure of services provided, if, notwithstanding the above provisions, there should arise any liability on the part of the Company, such liability shall be limited to an amount equal to ten percent of the charge for the work performed or \$250.00, whichever is the greater. The sum shall be complete and exclusive and shall be paid and received as liquidated damages and not as a penalty. In the event the Subscriber wishes to increase the maximum amount of such liquidated damages, Subscriber may, as a matter of right, obtain from Company a higher limit by paying an additional amount proportioned to the increase in liquidated damages.**
4. **The Company does not make any representation or warranty, including any implied warranty of merchantability or fitness, that the system or service supplied may not be compromised, or that the system or services will in all cases provide the protection for which it is intended.**
5. **The Company assumes no liability for the interruptions of any service due to strikes, riots, floods, fires, acts of God, or any cause beyond the control of the Company, and will not be required to supply service to the Subscriber while interruption of service due to any such cause shall continue.**
6. **Subscriber agrees to and shall indemnify and save harmless the Company, its employees and agents for and against all third party claims, lawsuits and losses alleged to be caused by Company's performance, negligent performance or failure to perform its obligations under this Agreement.**
7. **This quotation is subject to acceptance by Company.**
8. **It is understood and agreed by and between the parties hereto, that if there is any conflict between this contract and Subscriber's purchase order, or any other document, this contract will govern, whether such purchase order or other document is prior or subsequent to this Agreement.**

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KENDALL COUNTY FOREST PRESERVE DISTRICT

HISTORIC KENDALL COUNTY COURTHOUSE

110 WEST MADISON STREET

YORKVILLE, IL 60560

Kendall County Forest Preserve District - Media Contact
David Guritz, Executive Director
630-553-4131
kcforest@kendallcountyil.gov

March 6, 2023

Moody's Assigns Improved Bond Rating to the Kendall County Forest Preserve District

The Kendall County Forest Preserve District has been assigned an improved bond rating by Moody's Investors Service, Inc.

Moody's improved the District's bond rating from A1 to Aa3 on February 28, 2023 citing Kendall County's large, diverse, growing tax base with strong income levels, the District's strong fund balance and liquidity relative to budget size, and modest pension burden. The Aa3 rating qualifies the District's future bond issuances as superior investment-grade for the purpose of assigning bond interest rates and investor communications.

Brian DeBolt, President of the Kendall County Forest Preserve District was excited to hear the news, which "represents a culmination of the District's efforts to carefully manage the District's budget and fund balance policies, grow the District's operating fund balance, and the collective staff efforts to control costs and adapt programs and services to meet public needs and interests."

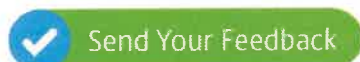
Prior to the announcement, the District's bond rating has trended towards improvement since 2017.

The Kendall County Forest Preserve District's Executive Director, David Guritz was pleased to report on the improved bond rating to President DeBolt and the Board of Commissioners, cautioning that the District "will need to continue to carefully monitor the District's operating budget, increased staff costs associated with opening new forest preserve areas and facilities to the public, and additional budget impacts that will continue to be incurred as the District works to meet the new State of Illinois minimum wage requirements that will be phased in through 2025."

--END--

CREDIT OPINION

28 February 2023



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Kendall County Forest Preserve District, IL

Update following upgrade to Aa3 and removal of positive outlook

Summary

[Kendall County Forest Preserve District, IL's](#) (Aa3) credit profile benefits from its large and diverse tax base situated within the Chicago metropolitan area, solid socioeconomic profile, and strong financial position relative to its limited operating profile. Operating reserves are very strong, though they are mostly comprised of debt service funds. While narrower in comparison, the district's general fund position remains solid relative to its modest size as programming revenues continue to recover from the coronavirus pandemic. The district's leverage is elevated with debt expected to materially decline over the next several years due to an absence of additional borrowing plans.

On February 28, 2023, Moody's upgraded the district's general obligation unlimited tax (GOULT) and general obligation limited tax (GOLT) ratings to Aa3. We also removed the positive outlook.

Credit strengths

- » Large and diverse tax base situated within the Chicago metropolitan area
- » Strong operating reserves and liquidity attributed to debt service funds
- » Modest pension burden

Credit challenges

- » Elevated debt burden relative to operating size
- » Above average fixed costs

Rating outlook

Moody's does not typically assign outlooks to local governments with this amount of debt outstanding.

Factors that could lead to an upgrade

- » Further strengthening of the district's economy and tax base
- » Sustained growth in general fund reserves or liquidity
- » Material decline in leverage

Factors that could lead to a downgrade

- » Significant economic and tax base contraction
- » Material narrowing of operating reserves or liquidity
- » Notable growth in leverage

Key indicators

Exhibit 1

Kendall County Forest Preserve District, IL

Kendall County Forest Preserve District, IL	2017	2018	2019	2020	2021
Economy/Tax Base					
Total Full Value (\$000)	\$8,527,007	\$9,097,599	\$9,691,447	\$10,309,074	\$10,765,272
Population	122,933	124,626	126,054	127,583	130,757
Full Value Per Capita	\$69,363	\$72,999	\$76,883	\$80,803	\$82,330
Median Family Income (% of US Median)	137.1%	134.7%	136.3%	132.2%	127.0%
Finances					
Operating Revenue (\$000)	\$5,503	\$5,837	\$5,421	\$5,737	\$6,234
Fund Balance (\$000)	\$5,351	\$5,436	\$5,291	\$5,326	\$6,001
Cash Balance (\$000)	\$5,358	\$5,462	\$5,307	\$5,343	\$6,152
Fund Balance as a % of Revenues	97.2%	93.1%	97.6%	92.8%	96.3%
Cash Balance as a % of Revenues	97.4%	93.6%	97.9%	93.1%	98.7%
Debt/Pensions					
Net Direct Debt (\$000)	\$41,575	\$38,635	\$35,860	\$32,825	\$30,730
3-Year Average of Moody's ANPL (\$000)	\$1,396	\$1,423	\$1,424	\$1,305	\$1,181
Net Direct Debt / Full Value (%)	0.5%	0.4%	0.4%	0.3%	0.3%
Net Direct Debt / Operating Revenues (x)	7.6x	6.6x	6.6x	5.7x	4.9x
Moody's - adjusted Net Pension Liability (3-yr average) to Full Value (%)	0.0%	0.0%	0.0%	0.0%	0.0%
Moody's - adjusted Net Pension Liability (3-yr average) to Revenues (x)	0.3x	0.2x	0.3x	0.2x	0.2x

Sources: US Census Bureau, Kendall County Forest Preserve District's financial statements and Moody's Investors Service

Profile

The district is coterminous with Kendall County and is situated roughly 45 miles southwest of [Chicago](#) (Baa3 stable). The district operates 18 forest preserves spanning about 2,700 acres and provides a range of recreational programming for the county's approximately 131,000 residents, including summer camps, an equestrian center, campground and other educational outreach.

Detailed credit considerations

Economy and tax base: large and diverse tax base within Chicago metropolitan area

We expect the district's large tax base to continue to benefit from its favorable location within the Chicago metropolitan area and ongoing economic development. The district's tax base is predominantly residential (84% of 2022 assessed valuation) with modest commercial (9%) and agricultural presence (4%). The base has grown at an average annual rate of 6% over the last five years. Growth will likely continue over the next several years due to residential and commercial developments underway in the county. Management reports that the county has two logistics warehouse projects and a 100-acre hydroponic lettuce facility planned in the planning stages. Local resident income is relatively strong with median family income at 127% of the national figure, while full value per capita is

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solid at just under \$87,000. The district has experienced substantial long-term population growth over the past three decades with its 2021 population of about 131,000 residents more than three times its 1990 population. As of December 2022, Kendall County unemployment is low at 3.6%, slightly below the state rate but above the national rate.

Financial operations and reserves: limited scope of operations with strong reserves primarily comprised of debt service

Despite its limited operating size, the district's financial position will remain strong because of conservative budget management and expenditure flexibility. The district's strong financial position is predominantly derived from its debt service funds, which hold the majority of the district's available operating reserves at \$5.5 million. Given that most debt service is due in January, shortly after the November 30 fiscal year-end, the district reports the balance in its debt service fund close to its high point for the year. Immediately following payment of debt service in January, the debt service fund balance is much smaller. Though materially narrower and negatively impacted by the coronavirus pandemic, the district's available general fund reserves recovered to a solid \$471,000 representing 33% of fiscal 2021 general fund revenue. An additional \$2.2 million held outside major operating funds consists primarily of bond proceeds and grants that are restricted for capital purposes.

The district anticipates a modest \$150,000 general fund surplus in fiscal 2022 due to recovery of programs from the coronavirus pandemic and savings generated from vacancies, raising available general fund balance to a strong 44% of fiscal 2021 general fund revenue. The district's debt service funds will continue to hold high reserves over the next several years until most of the GO debt matures in 2026 with material declines in debt service. Going into fiscal 2023, management projects a balanced budget across the district's operating funds with planned draw downs from the district's capital funds. Management has indicated that they are focusing on accumulating reserves in the general fund as operating expenditures grow to remain within target fund balance policy levels.

Liquidity

Total operating net cash is strong at about \$6.2 million representing 99% of fiscal 2021 operating revenue.

Debt and pensions: elevated leverage with debt expected to decline

The district's elevated leverage will moderate over the next several years based on the district's rapid debt amortization schedule and lack of near-term additional borrowing plans. As of fiscal 2021 year end (the most recent audit), the debt burden is elevated with net direct debt at \$30.7 million, equivalent to 0.3% of full value and 4.9x operating revenue. Taking into account \$1.2 million in GOLT bonds supported by its debt service extension base (DSEB) in 2021 to address capital needs and amortization in January of 2022 and 2023, the district's debt now totals approximately \$26.9 million. Favorably, the district has no additional debt plans at this time.

Fixed costs, inclusive of debt service and pension contributions, are elevated at 74% of fiscal 2021 operating revenue. Fixed cost calculations for the district exclude OPEB contributions because the district does not report an OPEB liability in its financial statements. The district's elevated fixed costs are predominantly derived from debt service on its GO bonds.

Legal security

The district's GOULT bonds are backed by the district's full faith and credit, and are payable from ad valorem taxes that the district is authorized to levy to pay debt service with no limit as to rate or amount.

The district's GOLT bonds are backed by the district's full faith and credit pledge and are payable from a dedicated property tax levy that is unlimited as to rate. However, the amount of annual debt service is limited by the district's DSEB, an amount that provides full coverage of maximum annual debt service (MADS) on outstanding GOLT debt. The district's current DSEB is just under \$90,000, providing for about 1.1x MADS coverage on the district's GOLT debt.

Debt structure

All of the district's debt is fixed rate and amortizes in annual installments with 96% of outstanding principal scheduled to mature within 5 years as of year-end fiscal 2021.

Debt-related derivatives

The district is not party to any interest rate swaps or other debt-related derivative agreements.

Pensions and OPEB

The district's unfunded pension and retiree healthcare (OPEB) obligations are small and do not represent a significant risk. District employees participate in the Illinois Municipal Retirement Fund (IMRF), a defined benefit multiple-employer agent plan. The district's

three-year average Moody's adjusted net pension liability (ANPL) through fiscal 2021 stands at \$1.2 million, representing a modest 0.2x operating revenue. In fiscal 2021, the district contributed about \$38,000 to its plan, equivalent to 1% of operating revenue and 171% of Moody's "tread water" indicator which measures whether or not annual pension contributions are sufficient to prevent growth in reported net pension liabilities. The district does not offer explicit OPEB benefits, but allows retired employees to stay on its healthcare plan, creating an implicit rate subsidy. Since there is currently no participation, the district does not record an OPEB liability.

ESG considerations

Environmental

Environmental considerations are not material to the district's credit profile. According to data from Moody's ESG Solutions, Kendall County is at high risk of heat stress and water stress, and medium risk of extreme rainfall compared to other counties nationally. Additionally, the county is at no risk of cyclone, sea level rise, and wildfire exposure.

Social

Social considerations such as demographics, labor force, income and education are material considerations that influence the district's economy, demographic, financial and leverage trends. Since the last decade, the district's population substantially grew by 18% to roughly 130,800 residents as of the 2021 American Community Survey. Situated primarily within the Chicago metropolitan area, the district maintains a solid socioeconomic profile with relatively strong resident income and low poverty rate. Resident income is relatively strong with median family income at 127% of the national figure, while full value per capita is solid at \$86,837 in fiscal 2022. As of December 2022, Kendall County's unemployment rate was 3.6%, slightly below state (4.2%) figures but above national (3.3%) ones. The district's poverty rate of 4.4% is well below the national average.

Governance

The district has a formal general fund balance policy to maintain 3.5 months or 30% of expenditures as unrestricted reserves. Management reports that the district is planning on maintaining general fund reserves at target fund balance policy levels. No employees of the district are currently represented by a union.

Illinois forest preserve districts have an institutional framework score of "Aa," which is strong. Institutional Framework scores measure a sector's legal ability to increase revenues and decrease expenditures. Property tax caps apply to the rate or the operating levy amount. Most districts have little headroom under property tax caps, which can be overridden with voter approval. Kendall County Forest Preserve District has sufficient headroom under applicable property tax caps, but levy increases are limited by the Property Tax Extension Limitation Law (PTELL), which limits growth to the lesser of 5% or the percentage increase in the consumer price index. Most districts can increase user rates or charges, although competition can create practical limitations. Revenue and expenditures tend to be predictable. Across the sector, fixed costs are generally affordable and most districts have high expenditure flexibility to cut programs and staffing. Some districts operate unprofitable enterprises, which can pressure credit quality. The district is not challenged by any unprofitable enterprises.

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EMEA	44-20-7772-5454

KENDALL COUNTY FOREST PRESERVE DISTRICT

HISTORIC KENDALL COUNTY COURTHOUSE

110 WEST MADISON STREET

YORKVILLE, IL 60560

Kendall County Forest Preserve District - Media Contact
David Guritz, Executive Director
630-553-4131
kcforest@kendallcountyil.gov

March 6, 2023

**Kendall County Forest Preserve District Awarded
Illinois Department of Natural Resources - Open Space Land Acquisition and
Development (OSLAD) Funding to Construct the
John E. and Mary M. Subat Nature Center**

The Kendall County Forest Preserve District has been awarded a \$600,000.00 Illinois Department of Natural Resources – Open Space Land Acquisition and Development (OSLAD) program grant to design and construct a three-season nature center and complete preserve improvements at Subat Forest Preserve. Subat Forest Preserve is located west of Yorkville just north of the Fox River and River Road along Eldamain Road. The preserve's natural areas include oak-hickory forest, restored prairie, and both marsh and fen wetland areas. The preserve's fen is identified as an important site within the Illinois Natural Areas Inventory. Rob Roy Creek meanders through the north section of the preserve.

Subat Forest Preserve was purchased from John Edward and Mary M. Subat in November 2001, with a separate portion of the property donated to the District from The Conservation Foundation in 2002. Over \$840,000.00 in contributions were received from the trusts of John and Mary Subat to build a nature center dedicated in memory of Mary M. Subat.

The estimated cost to complete the improvements at Subat Forest Preserve is \$1.4M. The OSLAD program grant will cover 42% of the project costs, with the remaining covered by the private contributions received and held in the District's endowment fund.

OSLAD-funded Improvements will include a three-season nature center pavilion with educational exhibits and site interpretation focused on the preserve's wildlife and habitat areas, reconfigured parking for school buses, a wetland boardwalk, and a multi-use trail connection to Hoover Forest Preserve by way of the new Eldamain Road - Fox River bridge crossing.

The Kendall County Forest Preserve District's President, Brian DeBolt welcomed the announcement of the award, expressing appreciation for local community leaders and constituents who helped provide input into the preserve's master plan and extend letters of support for the grant.

"This OSLAD grant would not have been awarded without John and Mary Subat, and the widespread support received from, not-for-profit partners, local agencies, and our local elected officials including Kendall County, The Conservation Foundation, the Forest Foundation of Kendall County, the Illinois Nature Preserves Commission, the United City of Yorkville, State Senators Sue Rezin (38TH Dist.) and Karina Villa (25TH Dist.), and State Representatives Keith Wheeler (50TH Dist.) and Stephanie Kifowit (84TH Dist.)."

The District's Executive Director, David Guritz was confident the project would be competitive within the OSLAD program. "The District's master planning efforts involved every department, with the goal of securing input from our local communities and constituents to strengthen our proposal. In addition to providing a new educational destination for Kendall County residents, the project will connect the Subat and Hoover Forest Preserve trail systems. The new nature center help connect our local families to Kendall County's important natural areas."

A total of 118 outdoor recreation projects were awarded OSLAD grants in this cycle, representing \$60,000,000 in funding assistance.

Individuals interested in following the District's progress to open the John and Mary Subat Nature Center are encouraged to sign-up for the District's newsletter, with a link provided on the District's program website at www.kendallforest.com, or to follow the Kendall County Forest Preserve District's Education Department Facebook page.

--END--



Illinois Department of Natural Resources

One Natural Resources Way Springfield, Illinois 62702-1271
www.dnr.illinois.gov

JB Pritzker, Governor
Natalie Phelps Finnie, Director

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

RE: FY 2023 OSLAD Application

Grant Award: \$ 600,000.00
Project: Subat Nature Center

I am pleased to inform you that the above referenced project totaling \$1,414,300.00 has been approved to receive \$600,000.00 from the Department of Natural Resources' FY 2023 Open Space Lands Acquisition and Development (OSLAD) grant program. The quality of your plans to enhance open space opportunities for Illinois' citizens is recognized by your selection in this year's very competitive selection process.

Your project was one of 118 local outdoor recreation projects, representing \$59 million in funding assistance, approved by the Department for FY 2023 OSLAD grant funding.

You will soon receive a grant agreement along with detailed information and instructions concerning implementation of your project and program compliance responsibilities. **DO NOT PROCEED** with your project until you have received a formal Release of Funds Notice.

Once again, congratulations on being one of the successful applicants and thank you for your dedicated efforts to improve outdoor recreation opportunities in the State of Illinois.

Sincerely,

Natalie Finnie
Director

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