

**KENDALL COUNTY FOREST PRESERVE DISTRICT**

**MEETING AGENDA**

**TUESDAY, FEBRUARY 20, 2024**

**9:00 AM**

**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 Commission Meeting of February 6, 2024
    - Kendall County Forest Preserve District Operations Committee Meeting of February 7, 2024
    - Kendall County Forest Preserve District Public Hearing of February 8, 2024
  - B. <sup>(1)</sup> **MOTION**: Approval of Claims in the Amount of \$60,055.09
  - C. **MOTION**: Approval of a Request to the Kendall County Treasurer's Office to Transfer Interest Earnings Retained in Fund 1903 in the Amount of \$98,714.98, and in Fund 1902 in the Amount of \$1,081.90 to the District's Capital Fund 1907 by February 29, 2024
- VIII. **OLD BUSINESS**
  - A. Kendall County Forest Preserve District – 2023 Year-In-Review Report
- IX. **NEW BUSINESS**
  - A. <sup>(1)</sup> **MOTION**: Approval of an Intergovernmental Agreement between the Kendall County Forest Preserve District and Kendall County Dedicating Kendall County Transportation Alternatives Program Funding in the Amount of \$189,000.00, Including Authorization to Construct Multi-Use Trail Segments within County-owned Parcels to Complete the Hoover – Fox River Bluffs Forest Preserves Connecting Trail
  - B. <sup>(1)</sup> **RESOLUTION #24-02-001**: Approval of a Resolution Authorizing the Submission of an Illinois Department of Natural Resources – Regional Trail Program Grant in the Amount of \$200,000.00 for Completion of a Multi-Use Connecting Trail between Hoover and Fox River Bluffs Forest Preserves
  - C. <sup>(1)</sup> **MOTION**: Approval of Farm License Agreement #24-02-002 with Kyle Connell of Morris, Illinois for the Lease of 130.32 Acres of Property at Baker Woods Forest Preserve for a Total Base Rent Amount of \$27,457.90, Plus a Calculated Yield Payment on 71.54 Acres in Row Crop Production, 50/50 Hay Production on 22.0 Acres, and Hay Production on the Remaining 36.78 Acres
  - D. <sup>(1)</sup> **MOTION**: Approval of Farm License Agreement #24-02-003 with Mark and Tom Mathre for the Lease of 157.31 Acres of District Property at Millbrook North; 118.58 Acres at Millbrook South, and 127.41 Acres at Millington Forest Preserve for a Total Amount of \$102,072.00 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 \$15.00 per Acre Base Rent Increase over the Prior Years' Agreement
  - E. <sup>(1)</sup> **MOTION**: Approval of Farm License Agreement #24-02-004 with Albert Collins, Jr. for the Lease of 51.5 Acres of District Property at Henneberry Forest Preserve for a Total Amount of \$9,270.00 for Base Rent, which Sum Includes a \$10.00 per Acre Base Rent Increase over the Prior Years' Agreement
  - F. <sup>(1)</sup> **MOTION**: Approval of Farm License Agreement #24-02-005 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
  - G. <sup>(1)</sup> **MOTION**: Approval of Farm License Agreement #24-02-006 with Tom Anderson of Somonauk, Illinois for the Licensed Use of the Equipment Storage Barn at Little Rock Creek Forest Preserve through March 19, 2025 in the Amount of \$1,200.00 (\$100.00 per month)
- X. Committee Chairman Reports: Seth Wormley (Finance) and Dan Koukol (Operations)
- XI. Public Comments
- XII. Executive Session
- XIII. **OTHER ITEMS OF BUSINESS**
  - A. Notice of Regular Meeting Date Change  
Kendall County Forest Preserve District Commission Meeting:  
Tuesday, March 19, 2024 at 9:00 AM in the Kendall County Board Room Rescheduled to  
Wednesday, March 20, 2024 at 9:00 AM in the Kendall County Board Room
- 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  
COMMISSION MEETING MINUTES  
FEBRUARY 6, 2024**

**I. Call to Order**

President DeBolt called the meeting to order at 7:18 pm 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 start of the Kendall County Board Meeting.

**III. Invocation**

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

**IV. Roll Call**

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

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

**V. Approval of Agenda**

Commissioner Koukol made a motion to approve the agenda as presented. Seconded by Commissioner Wormley. 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 Commission Meeting of January 9, 2024
- Kendall County Forest Preserve District Committee of the Whole Meeting of January 16, 2024
- Kendall County Forest Preserve District Finance Committee Meeting of January 25, 2024

**B. Approval of Claims in the Amount of \$9,932.03**

Commissioner Shanley made a motion to approve the Consent Agenda. Seconded by Commissioner Rodriguez.

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

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

**VIII. OLD BUSINESS**

*No items posted for consideration.*

**IX. NEW BUSINESS**

*No items posted for consideration.*

**X. Committee Chairman Reports: Commissioners Wormley (Finance) and Koukol (Operations)**

Commissioner Kellogg provided updates on the proposed legislation to amend the Downstate Forest Preserve Act to allow for a forest preserves to extend up to a 1% sales tax with approval by voter referendum.

Finance Chair Wormley provided comments on the legacy the Board will leave with the ability to fund the forest preserve through sales tax revenues, and elimination of the District’s property tax levy.

Operations Chair Koukol reported that the next Operations Committee meeting will be held on February 7, 2024.

**XI. Public Comments**

A. Notice of Public Hearing: February 8, 2024 from 5:30 PM to 7:00 PM

*Kendall County Historic Courthouse – 110 W. Madison Street, Yorkville, IL 60560  
 Illinois Department of Natural Resources – Proposed Regional Trails Program  
 (RTP) Area Hoover and Fox River Bluffs Forest Preserves Multi-Use Trail*

**XII. Executive Session**

Commissioner Kellogg made a motion to enter executive session under 2(c)1 of the Open Meetings Act to discuss the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body or legal counsel for the public body, including hearing testimony

DRAFT FOR COMMISSION APPROVAL: 02/20/2024

on a complaint lodged against an employee of the public body or against legal counsel for the public body to determine its validity. Seconded by Commissioner Gengler.

Motion: Commissioner Kellogg					
Second: Commissioner Gengler					
<b>Roll call: Executive Session 2(c)1</b>					
<b>Commissioner</b>	<b>Aye</b>	<b>Opposed</b>	<b>Commissioner</b>	<b>Aye</b>	<b>Opposed</b>
Bachmann	X		Koukol	X	
DeBolt	X		Peterson		
Flowers	X		Rodriguez	X	
Gengler	X		Shanley	X	
Kellogg	X		Wormley	X	
Motion unanimously approved.					

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

Executive session called to order at 7:22 pm.

Commissioner Bachmann made a motion to adjourn executive session. Seconded by Commissioner Shanley. Aye, all. Opposed, none.

Regular meeting resumed at 7:28 pm.

**XIII. Other Items of Business**

None.

**XIV. Adjournment**

Commissioner Kellogg made a motion to adjourn. Seconded by Commissioner Shanley. Aye, all. Opposed, none. Meeting adjourned at 7:35 pm.

Respectfully submitted,

David Guritz  
Executive Advisor, Kendall County Forest Preserve District

**KENDALL COUNTY FOREST PRESERVE DISTRICT  
OPERATIONS COMMITTEE MEETING MINUTES  
FEBRUARY 7, 2024**

**I. Call to Order**

Commissioner Koukol called the meeting to order at 6:08 pm in the Kendall County Administrative Office Building – Kendall County Second Floor Board Meeting Rooms 209 and 210.

**II. Roll Call**

	Bachmann	X	Koukol
	DeBolt		Peterson
X	Flowers	X	Rodriguez (entered meeting at 6:12pm)
X	Gengler		Shanley
	Kellogg		Wormley

Commissioners Flowers, Gengler, and Koukol were all present.

Commissioner Rodriguez entered the meeting at 6:12 pm.

**III. Approval of Agenda**

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

**IV. Public Comments**

No public comments were offered from citizens in attendance.

**V. Review of Financial Statements and Cost Center Reports through January 10, 2024**

Exective Advisor Guritz presented an overview of the financial statements and cost center reports through January 31, 2024.

Commissiner Rodriguez entered the meeting at 6:12 pm.

**VI. APPROVAL OF SPECIAL USE PERMITS**

**A. Kendall County PBZ – Economic Development**

- Cancellation: February 7, 2024 – Meadowhawk Lodge - Cancelled
- Addition: March 7, 2024 – Meadowhawk Lodge – 8:30 am to 12:30 pm
- Addition: June 20, 2024 – Pickerill Estate House – 3:00 pm to 6:00 pm

Commissioner Rodriguez made a motion to approve and waive fees for the Kendall County PBZ – Economic Development Special Use Permits for March 7, 2024 Meadowhawk Lodge, and June 20, 2024 Pickerill Estate House. Seconded by Commissioner Gengler. Aye, all. Opposed, none.

**B. Bristol-Kendall Fire Department**

- February 13, 14 and 15 - Harris Shelter 2 – 8:00 AM – 3:00 PM– Ice Rescue Training

Commissioner Flowers made a motion to approve and waive fees for the Bristol-Kendall Fire Department Special Use Permit for February 13, 14, and 15 for Harris Shelter 2. Seconded by Commissioner Gengler. Aye, all. Opposed, none.

**C. Girl Scouts of Northern Illinois – Genesis Service Unit**

- July 14 (Shelter 4 – overnight storage only); 15, 16, 17, 18 and 19 - Harris Shelters 1 and 4, 2 and 7 Requested Permit Fees Reductions

Executive Advisor Guritz presented a Special Use Permit for the Girl Scouts of Northern Illinois – Genesis Service Unit with a requested in reduction of fees from \$3,000.00 to \$2,000.00 (a \$1,000.00 fee reduction).

Commissioner Rodriguez made a motion to approve Girl Scouts of Northern Illinois – Genesis Service Unit Special Use Permit on July 14 (Shelter 4 – overnight storage only); 15, 16, 17, 18 and 19 - Harris Shelters 1 and 4, 2 and 7 requested permit fees including a fee reduction of \$1,000.00. Seconded by Commissioner Flowers. Aye, all. Opposed, none.

**VII. Grounds and Natural Resources Reports**

- A. 23-24 CWD Bow Hunt Season – Final Harvest Report
- B. 2024 Proposed Farm License Agreements

Acting Executive Director White presented the final harvest report for the 2023-2024 CWD Bow Hunt program.

Commissioner Flowers made a motion to forward the 2024 proposed farm license agreements to Committee of the Whole. Seconded by Commissioner Gengler. Aye, Flowers, Gengler, and Rodriguez. Opposed, Commissioner Koukol. Motion carried by a vote of 3:1.

**VIII. Environmental Education and Ellis House and Equestrian Center Reports**

- A. Subat Nature Center Project Updates – Exhibit Concepts and Narrative
- B. 2024 Summer Camp Enrollment Updates
- C. 2024-2025 Natural Beginnings Enrollment Updates

Environmental Education and Outreach Division Manager Wiencke provided updates on the Subat Nature Center Project with examples of exhibit concepts and the planned narrative.

Environmental Education and Outreach Division Manager Wiencke provided updates on 2024 Summer Camp enrollment which is about 75% full, and the enrollment in the 2024-2025 Natural Beginnings program year, which is about 95% full.

**IX. Other Items of Business**

- A. Notice of Public Hearing: February 8, 2024 from 5:30 PM to 7:00 PM  
*Kendall County Historic Courthouse – 110 W. Madison Street, Yorkville, IL 60560*  
*Illinois Department of Natural Resources – Proposed Regional Trails Program (RTP)*  
*Area Hoover and Fox River Bluffs Forest Preserves Multi-Use Trail*

**X. Chairman’s Report**

Operations Chair Koukol reported that he would like to see the farm license agreements bid out in the fall of 2024.

**XI. Public Comments**

No public comments were offered from citizens in attendance.

**XII. Executive Session**

None.

**XIII. Adjournment**

Commissioner Flowers made a motion to adjourn the meeting. Seconded by Commissioner Gengler. Aye, all. Opposed, none. Meeting adjourned at 7:08 pm.

Respectfully submitted,

David Guritz  
Executive Advisor, Kendall County Forest Preserve District

**KENDALL COUNTY FOREST PRESERVE DISTRICT  
PUBLIC HEARING**

**RECREATIONAL TRAILS PROGRAM AREA  
HOOVER FOREST PRESERVE AND FOX RIVER BLUFFS FOREST PRESERVE  
PROPOSED MULTI-USE TRAIL CONNECTION**

**FEBRUARY 8, 2024**

**MINUTES**

**I. 5:30 PM - Opening of Public Hearing**

The Public Hearing began at 5:30pm. In attendance were 12 members of the public; 3 Forest Preserve Staff including Antoinette White, Acting Director; David Guritz, Executive Advisor; and Stefanie Wiencke, Environmental Education and Public Outreach Manager; and Michelle Kelly, with Upland Design.

**II. Overview of Proposed Phased Plans and Costs**

Members of the public as well as the other attendees were provided an overview of the plans and costs of the Trail Project.

**III. Public Comments**

Members of the public gave written comments regarding the Trail Project and are summarized below.

- Kathryn Graves of Millington: “This looks like a great idea! I am looking forward to having it completed.”
- Jeff Wehrli of Oswego: “This is going to be a great project! It will be a challenge in certain spots, but those will be the most beautiful spots! Can’t wait!”
- Sarah Skilton of Oswego: “Love this idea! We are all excited!”
- Allen C. Close of Oswego: “The project looks like a great hiking trail to connect different forest preserve property to allow the public to safely enjoy these areas.”
- Scott Parkhurst of Yorkville: “Looks like a great plan!”
- Brian DeBolt: “I served as a fire captain for 12 years and the safety concerns are that we do not want pedestrians or horse trail riders to cross our new road and bridge that on certain days have over 2,000 cars and trucks pass. By placing the trail under the new bridge, it will connect Hoover and Bluffs together and if you cross the new bridge, you can go to the Subat Preserve, connecting three preserves together. Families can spend the day in Kendall County.
- Cherie Bond of Plano: “Kendall County Forest Preserve needs more horseback riding trails. I am excited by the connecting trail between Hoover and Fox River Bluffs Forest Preserve. I would be willing to help on this project in any way that is needed.”

Other members of the public communicated via email prior to the public hearing. Below is a summary of their comments.

- Sheila Trost of Minooka: “I have recently read through a brief article that is mentioning the possible connection of the Hoover and Silver Springs trails. I would 100% be in favor of this! I’ve enjoyed riding these areas over the last 30+ years and have always thought the trails should be connected, given the



location of each trail. I feel there's a lot of area to even expand both trails to accommodate riders and walkers. There are so few trails that accommodate horseback riding in the area. Many areas are more suitable for walking and bike riding. Kendall County, even with all of the subdivision growth, still remains an active horse community. Having designated horse trails offers a safe environment for the horse and rider to enjoy the outdoors!"

- Paula Frasz: "I am in enthusiastic support for expanding the horse trails along the river. Kendall County is a rural county and we residents would love to maintain its identity. I don't know of any other forest preserve where you can ride your horses along the Fox River. This makes our county very unique, and also a destination for riders in Kane, Lee, DuPage, LaSalle, and other counties. The current configuration of Hoover Nature Center has severely eliminated the horse trails there. Horses have very low impact on limestone trails and everywhere I ride, people always stop and pet the horses and talk to us. Community engagement is one of the goals of the forest preserve. This idea has my support!"
- Todd Volker of Ottawa: "I'm the author of The Complete Grand Illinois Trail Guidebook and I have spent many hours, and days, on trails. The Fox River Trail is among the very best in the state since the trail is well-built and passes close-up through so many beautiful riverine areas and so many beautiful downtowns. I've taken the Fox River Trail from Oswego to the Wisconsin State Line, since it meets up with the Long Prairie Trail on the way north. I'm also a longtime member of the Ottawa Plan Commission and I can attest that the City of Ottawa has a long recorded interest in extending, as it can, the Fox River Trail northward to Kendall County. Our city riverfront development plan incorporates the trail and trail extensions. Ottawa is where the Fox River meets the Illinois River. The recreational uses and the scenic beauty of the Fox River and its associated forest preserves are deeply important Kendall County resources. Much of the county's history is connected to the river. As a boy I lived next to the Illinois Prairie Path in Lombard, Illinois, and I wheeled along that trail all the time. I use the I&M Canal Trail much. I currently am working to connect the two state canal trails, the I&M and the Hennepin, with a 16-mile canal connector trail. I know something about trails, so I trust this meeting will understand that my remarks have a basis in practical knowledge. Trails take a great deal of time to sort through, time to make connections, and it takes vision to link together trail segments. Without question Kendall County is strengthened should Oswego be connected to Yorkville, and Yorkville connected to Silver Springs State Park. There would be a quick and genuine economic value to this to local business. We hope to see the Fox River enter La Salle County some day. National real estate statistics show that the introduction of a trail into residential areas does not increase crime. Instead, property values of adjacent neighborhoods go up in value. I have seen residential developments constructed near popular trails, because the trails help sell lots. Surveys, studies, statistics all show how widely popular trails are among the public among all age groups. It is a strong move to connect up the Fox River Trail in Kendall County. It benefits the future and it benefits the present. I support it without reservation."

#### IV. 7:30 PM – Adjournment

The Public Hearing adjourned at 7:30pm.

# Claims Listing

2/14/2024 11:06:34 AM

Department	Vendor #	Vendor Name	Invoice #	Invoice Description	GL Account	Description	Invoice Amount
Ellis Grounds	541	FIRST NATIONAL BANK OF OMAHA	VickJan2024	Vick Credit Card Jan 2024	19001162	68580	\$65.06
	3380	AMAZON CAPITAL SERVICES	1CL9-XPIX-3GFX	Tire Repair Kit	19001162	68580	\$8.62
	4664	VM GROUND WERX LLC	021524	Ellis Tile Repairs	19001162	68580	\$1,792.95
						<b>Sub-Total</b>	<b>\$1,866.63</b>
					<b>Ellis Grounds</b>	<b>Total</b>	<b>\$1,866.63</b>
Ellis House	541	FIRST NATIONAL BANK OF OMAHA	VickJan2024	Vick Credit Card Jan 2024	19001160	62000	\$20.18
						<b>Sub-Total</b>	<b>\$20.18</b>
	124	BARRETT'S ECOWATER	0010381021524	Ellis Service Call for Cloudy Water	19001160	68580	\$34.45
	124	BARRETT'S ECOWATER	DE-00569	Water Delivery Service-Ellis	19001160	68580	\$29.57
	1323	MENARDS	90775	Rug, mats, trash bags, filters	19001160	68580	\$117.09
					<b>Sub-Total</b>	<b>\$181.11</b>	
				<b>Ellis House</b>	<b>Total</b>	<b>\$201.29</b>	
Ellis Riding Lessons	541	FIRST NATIONAL BANK OF OMAHA	GuritzJan2024	Guritz Credit Card Jan 2024	19001164	63000	\$29.00
						<b>Animal Care &amp; Supplies</b>	<b>\$29.00</b>

1060	JOHN DEERE FINANCIAL	11113-41567021524	Ellis-Animal Care	19001164 63000	Animal Care & Supplies	\$45.96
4523	WESTWIND HAY FARMS	Feb2024	Ellis Hay Bales	19001164 63000	Animal Care & Supplies	\$91.00
					<b>Sub-Total</b>	<b>\$165.96</b>
2057	MATTHEW CAVINESS	12023579	Shoes and trims for Ellis Hourses	19001164 63020	Vet & Farrier	\$500.00
					<b>Sub-Total</b>	<b>\$500.00</b>
				<b>Ellis Riding Lessons</b>	<b>Total</b>	<b>\$665.96</b>
3131	GROOT INC	12001013T102	Trash and Recycling Services	19001168 63070	Refuse Pickup	\$71.50
					<b>Sub-Total</b>	<b>\$71.50</b>
				<b>Ellis Weddings</b>	<b>Total</b>	<b>\$71.50</b>
3380	AMAZON CAPITAL SERVICES	1Q6F-KXPQ-61GP	NB, Public Supplies, Office Supplies	19001179 63030	Program Supplies	\$239.55
					<b>Sub-Total</b>	<b>\$239.55</b>
				<b>Environ. Educ. Other Pblc Prg</b>	<b>Total</b>	<b>\$239.55</b>
1871	JESSICA VOSBURGH	NB and Book Reimburs	Reimbursement for Books-NB, Substrate	19001178 63030	Program Supplies	\$43.03
3380	AMAZON CAPITAL SERVICES	1N9K-1XYX-XXG4	Toy Brooms for NB	19001178 63030	Program Supplies	\$85.00
3380	AMAZON CAPITAL SERVICES	1Q6F-KXPQ-61GP	NB, Public Supplies, Office Supplies	19001178 63030	Program Supplies	\$235.15
					<b>Sub-Total</b>	<b>\$363.18</b>
				<b>Environmental Educ. Natrl Beg.</b>	<b>Total</b>	<b>\$363.18</b>

Environmental Education Camps		4648	CAROL GELLATLY	Camp Refund	Refund due to waitlist placement	19001177	63040	Security Deposit Refund	\$45.00
								<b>Sub-Total</b>	<b>\$45.00</b>
						<b>Environmental Education Camps</b>		<b>Total</b>	<b>\$45.00</b>
Forest Preserve Director		541	FIRST NATIONAL BANK OF OMAHA	GuritzJan2024	Guritz Credit Card Jan 2024	190011	62000	Office Supplies	\$1,372.43
		1304	MARCO TECHNOLOGIES, LLC	521869842-f	copier 01/28/2024 - 02/28/2024	190011	62000	Office Supplies	\$202.83
		1323	MENARDS	91464	Heater, Wall patch, hook, pvc pipe	190011	62000	Office Supplies	\$128.99
		3380	AMAZON CAPITAL SERVICES	1Q6F-KXPQ-61GP	NB, Public Supplies, Office Supplies	190011	62000	Office Supplies	\$13.93
		4651	KENDALL COUNTY HUMAN RESOURCE DEPARTMENT	HR1	Background Check Reimbursement	190011	62000	Office Supplies	\$20.00
								<b>Sub-Total</b>	<b>\$1,738.18</b>
		541	FIRST NATIONAL BANK OF OMAHA	WhiteJan2024	White Credit Card Jan 2024	190011	62040	Conferences	\$225.00
		2170	ANTOINETTE WHITE	Herbic reimbu 021524	Reimbursement for Herbicide License	190011	62040	Conferences	\$180.00
								<b>Sub-Total</b>	<b>\$405.00</b>
		1199	KLUBER, INC.	8831	Architect Services-Subat	190411	62150	Contractual Services	\$9,736.68
		3370	CITY FOREST CREDITS	271	Validation & Verification for Fox River Bluffs	190011	62150	Contractual Services	\$500.00
								<b>Sub-Total</b>	<b>\$10,236.68</b>

<b>Forest Preserve Director</b>	3869	MCCULLOUGH IMPLEMENT COMPANY	121621	Purchase of new RTV	190711	62160	Equipment	\$21,426.22
							<b>Sub-Total</b>	<b>\$21,426.22</b>
	2047	COMED	09270071630215 24	ComEd Richard Young	190011	63510	Electric	\$24.54
	2047	COMED	11231661020215 24	ComEd Jay Woods	190011	63510	Electric	\$25.00
	2047	COMED	55147100050215 24	ComEd Harris Arena	190011	63510	Electric	\$31.77
	2047	COMED	55147110020215 24	ComEd Harris	190011	63510	Electric	\$131.05
							<b>Sub-Total</b>	<b>\$212.36</b>
	1007	ILLINOIS COUNTIES RISK MANAGEMENT TRUST	Feb 2024 Installment	Liability Insurance Installment	190011	68000	Liability Insurance Premiums	\$9,920.16
							<b>Sub-Total</b>	<b>\$9,920.16</b>
	1665	SHAW MEDIA	10085118021524	Website Hosting	190011	68430	Marketing / Publicity	\$59.99
						<b>Sub-Total</b>	<b>\$59.99</b>	
				<b>Forest Preserve Director</b>	<b>Total</b>		<b>\$43,998.59</b>	
<b>Grounds and Natural Resources</b>	506	ELBURN NAPA, INC.	4860021524	Various Equipment for Grounds Operations	19001183	62160	Equipment	\$86.91
	556	FLATSO'S TIRE SHOP	30527	Valve Stem	19001183	62160	Equipment	\$25.00
	1060	JOHN DEERE FINANCIAL	11113-29745021524	Various Equipment & Supplies-Grounds Operations	19001183	62160	Equipment	\$172.89

**Grounds and Natural Resources**

1323	MENARDS	90773	Bench protector, brass elbow, valve	19001183 62160	Equipment	\$36.20
1477	O'MALLEY WELDING & FABRICATING INC	021524	Ellis Plow Repairs	19001183 62160	Equipment	\$700.00
4419	MECHANICS LAB LLC	4670	GMC Cierra-Brake Repairs	19001183 62160	Equipment	\$1,945.90
					<b>Sub-Total</b>	<b>\$2,966.90</b>
1153	KENDALL CO HIGHWAY DEPT	Jan2024Fuel	Jan 2024 Fuel and Diesel	19001183 62180	Gasoline / Fuel / Oil	\$1,476.73
					<b>Sub-Total</b>	<b>\$1,476.73</b>
1655	SERVICE SANITATION, INC	50-493234021524	Portable Restroom Services	19001183 63070	Refuse Pickup	\$166.34
3131	GROOT INC	12001013T102	Trash and Recycling Services	19001183 63070	Refuse Pickup	\$209.80
					<b>Sub-Total</b>	<b>\$376.14</b>
1452	NICOR	85662610121021524	Nicor Millbrook S	19001183 63090	Natural Gas	\$142.80
1452	NICOR	87946110001021524	Nicor Harris	19001183 63090	Natural Gas	\$264.13
					<b>Sub-Total</b>	<b>\$406.93</b>
1060	JOHN DEERE FINANCIAL	11113-29745021524	Various Equipment & Supplies-Grounds Operations	19001183 63110	Shop Supplies	\$7.49
1323	MENARDS	90231	Cleaners	19001183 63110	Shop Supplies	\$9.97
1323	MENARDS	90562	Mops, brushes, ice melt	19001183 63110	Shop Supplies	\$44.92
					<b>Sub-Total</b>	<b>\$62.38</b>
1849	VERIZON	9954594088	Cell phone services	19001183 63540	Telephones	\$164.49

Grounds and Natural Resources	3837	T-MOBILE	98200824902152 4	Cell phone services	19001183 63540	Telephones	\$370.96
	3837	T-MOBILE	99034511202152 4	Ooma Device	19001183 63540	Telephones	\$79.90
						<b>Sub-Total</b>	<b>\$615.35</b>
	541	FIRST NATIONAL BANK OF OMAHA	WhiteJan2024	White Credit Card Jan 2024	19001183 68530	Preserve Improvements	\$83.06
	695	GROUND EFFECTS INC	490951-000	Road Gravel	19001183 68530	Preserve Improvements	\$41.20
						<b>Sub-Total</b>	<b>\$124.26</b>
					<b>Grounds and Natural Resources</b>	<b>Total</b>	<b>\$6,028.69</b>
	4650	ELYZA RIVERA	24-00003	MHL Sec Dep Refund	19001171 63040	Security Deposit Refund	\$290.00
						<b>Sub-Total</b>	<b>\$290.00</b>
	1452	NICOR	24614203628021 524	Nicor Blazing Star	19001171 63090	Natural Gas	\$147.64
					<b>Sub-Total</b>	<b>\$147.64</b>	
2047	COMED	07560810170215 24	ComEd Hoover Bathroom	19001171 63100	Electric	\$750.98	
2047	COMED	07936730150215 24	ComEd-Hoover Multiple	19001171 63100	Electric	\$1,590.32	
2047	COMED	19380210810215 24	ComEd Hoover Residence	19001171 63100	Electric	\$36.55	
					<b>Sub-Total</b>	<b>\$2,377.85</b>	

**Hoover**

**Hoover**

3380	AMAZON CAPITAL SERVICES	169H-9CDX-H7RF	White board and markers	19001171	63110	Shop Supplies	\$37.99
						<b>Sub-Total</b>	<b>\$37.99</b>
296	COFFMAN CARPETS	Hoover Resid	Hoover Residence Installation	19001171	63120	Building Maintenance	\$1,555.00
1323	MENARDS	90107	Paint, drop cloth, brushes	19001171	63120	Building Maintenance	\$191.28
1323	MENARDS	90185	Painters Tape	19001171	63120	Building Maintenance	\$19.49
1323	MENARDS	90698	Paint, edgers	19001171	63120	Building Maintenance	\$54.87
1323	MENARDS	90702	Screwdriver, screws	19001171	63120	Building Maintenance	\$15.12
1323	MENARDS	90708	Door Sweep	19001171	63120	Building Maintenance	\$16.28
1323	MENARDS	91029	Paint edger, rollers	19001171	63120	Building Maintenance	\$9.98
1323	MENARDS	91060	Faucet, toilet seat	19001171	63120	Building Maintenance	\$152.99
1323	MENARDS	91454	Pothole patch, Gloves, Broom, Straw	19001171	63120	Building Maintenance	\$185.34
1323	MENARDS	91464	Heater, Wall patch, hook, pvc pipe	19001171	63120	Building Maintenance	\$39.96
3292	SUMMERS HEATING & COOLING	336127	Hoover Bathroom repairs to ladies room	19001171	63120	Building Maintenance	\$1,387.00



<b>Hoover</b>									<b>Sub-Total</b>	<b>\$3,627.31</b>
	1323	MENARDS	90562	Mops, brushes, ice melt	19001171	68580		Grounds and Maintenance		\$77.94
								<b>Sub-Total</b>		<b>\$77.94</b>
								<b>Total</b>		<b>\$6,558.73</b>
<b>Pickerill - Pigott</b>								<b>Hoover</b>		
	2047	COMED	55142290270215 24	ComEd Pickerill	19001184	63100		Electric		\$15.97
								<b>Sub-Total</b>		<b>\$15.97</b>
								<b>Total</b>		<b>\$15.97</b>
								<b>Grand Total</b>		<b>\$60,055.09</b>

From: David Guritz, Executive Advisor

RE: Debt Service Fund 1903 and 1907 - Interest Earnings Transfers to Fund 1907

Date: 20-Feb-24

Issuance	2007 / 2015 2016 / 2017
Fiscal Year	Fund 1903
2019	\$ 3,378.57
2020	\$ 1,486.67
2021	\$ 1,153.90
2022	\$ 14,882.10
2023	\$ 63,906.33
2024	\$ 13,907.41
Total	\$ 98,714.98

As of 11/30/2023  
As of 01/31/2024

**Recommendations:** Motion to approve a request to the Treasurer's Office and transfer of \$98,714.98 from Fund 1903 to Fund 1907, and a transfer of \$1,081.90 from Fund 1902 to Fund 1907 by February 29, 2024.

**\$ 98,714.98 Total Fund 1903 Interest Earnings Available for Transfer**

**Kendall County**

**YEAR-TO-DATE BUDGET REPORT**

FOR 2023 13

ACCOUNTS FOR:	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COI
190311 FP Debt Service 2015/2016/2017							
<b>190311 FP Debt Service 2015/2016/2017</b>							
190311 40280 Transf. from FP Debt	0	0	-286,742.00	.00	.00	286,742.00	100.0%
190311 41010 Current Property Tax	-5,294,458	-5,294,458	-5,294,458.00	.00	.00	-12,828.40	99.8%
190311 41350 Interest Income	-4,000	-4,000	-63,906.33	.00	.00	59,906.33	1597.7%
190311 66500 Miscellaneous Expense	475	475	.00	.00	.00	475.00	.0%
190311 68640 Fiscal Agent Fee	1,900	1,900	1,425.00	.00	.00	475.00	75.0%
190311 68710 Dbt Srv 2015 Interest	352,950	352,950	352,950.00	.00	.00	.00	100.0%
190311 68720 Dbt Srv 2015 Principa	45,000	45,000	45,000.00	.00	.00	.00	100.0%
190311 68730 Dbt Srv 2016 Interest	285,688	285,688	285,687.50	.00	.00	.50	100.0%
190311 68740 Dbt Srv 2016 Principa	115,000	115,000	115,000.00	.00	.00	.00	100.0%
190311 68750 Dbt Srv 2017 Interest	302,250	302,250	302,250.00	.00	.00	.00	100.0%
190311 68760 Dbt Srv 2017 Principa	3,740,000	3,740,000	3,740,000.00	.00	.00	.00	100.0%
TOTAL FP Debt Service 2015/2016/2	-455,195	-455,195	-791,965.43	.00	.00	336,770.43	174.0%
TOTAL FP Debt Service 2015/2016/2	-455,195	-455,195	-791,965.43	.00	.00	336,770.43	174.0%
TOTAL REVENUES	-5,298,458	-5,298,458	-5,634,277.93	.00	.00	335,819.93	
TOTAL EXPENSES	4,843,263	4,843,263	4,842,312.50	.00	.00	950.50	
PRIOR FUND BALANCE				5,057,674.75			
CHANGE IN FUND BALANCE - NET OF REVENUES/EXPENSES				791,965.43			
REVISED FUND BALANCE				5,849,640.18			

**Kendall County**

**YEAR-TO-DATE BUDGET REPORT**

FOR 2024 02

ACCOUNTS FOR:	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COI
190311 FP Debt Service 2015/2016/2017							
<b>190311 FP Debt Service 2015/2016/2017</b>							
190311 41010 Current Property Tax	-5,710,248	-5,710,248	.00	.00	.00	-5,710,248.00	.0%
190311 41350 Interest Income	-55,386	-55,386	-13,907.41	-2,132.30	.00	-41,478.59	25.1%
190311 61420 Transf. to FP Capital	81,467	81,467	.00	.00	.00	81,467.00	.0%
190311 66500 Miscellaneous Expense	475	475	.00	.00	.00	475.00	.0%
190311 68640 Fiscal Agent Fee	1,900	1,900	.00	.00	.00	1,900.00	.0%
190311 68710 Dbt Srv 2015 Interest	351,690	351,690	176,160.00	.00	.00	175,530.00	50.1%
190311 68720 Dbt Srv 2015 Principa	45,000	45,000	45,000.00	.00	.00	.00	100.0%
190311 68730 Dbt Srv 2016 Interest	278,788	278,788	143,693.75	.00	.00	137,094.25	50.8%
190311 68740 Dbt Srv 2016 Principa	230,000	230,000	230,000.00	.00	.00	.00	100.0%
190311 68750 Dbt Srv 2017 Interest	104,375	104,375	104,375.00	.00	.00	.00	100.0%
190311 68760 Dbt Srv 2017 Principa	4,175,000	4,175,000	4,175,000.00	.00	.00	.00	100.0%
TOTAL FP Debt Service 2015/2016/2	-496,939	-496,939	4,858,321.34	-2,132.30	.00	-5,355,260.34	-977.6%
TOTAL FP Debt Service 2015/2016/2	-496,939	-496,939	4,858,321.34	-2,132.30	.00	-5,355,260.34	-977.6%
TOTAL REVENUES	-5,765,634	-5,765,634	-13,907.41	-2,132.30	.00	-5,751,726.59	
TOTAL EXPENSES	5,268,695	5,268,695	4,672,228.75	.00	.00	396,466.25	
PRIOR FUND BALANCE				5,849,640.18			
CHANGE IN FUND BALANCE - NET OF REVENUES/EXPENSES				-4,858,321.34			
REVISED FUND BALANCE				991,318.84			

## YEAR-TO-DATE BUDGET REPORT

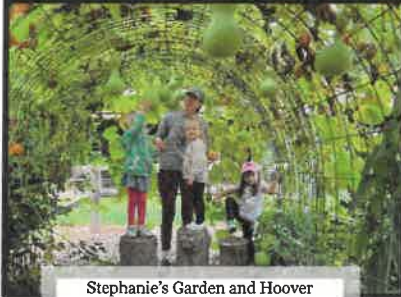
FOR 2024 02

ACCOUNTS FOR:	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
1902 FP Debt Service 2012							
<b>190211 FP Debt Service 2012</b>							
190211 41350 Interest Income	0	0	-4.66	-2.33	.00	4.66	100.0%
TOTAL FP Debt Service 2012	0	0	-4.66	-2.33	.00	4.66	100.0%
TOTAL FP Debt Service 2012	0	0	-4.66	-2.33	.00	4.66	100.0%
TOTAL REVENUES	0	0	-4.66	-2.33	.00	4.66	
PRIOR FUND BALANCE				1,077.24			
CHANGE IN FUND BALANCE - NET OF REVENUES/EXPENSES				4.66			
REVISED FUND BALANCE				1,081.90			

# Kendall County Forest Preserve District 2023 Year in Review



Pickerill Estate House Outdoor Pavilion



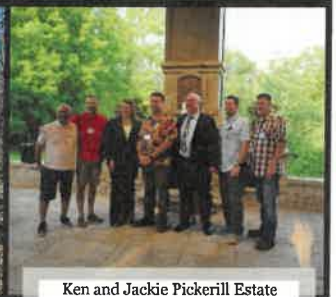
Stephanie's Garden and Hoover Nature Play Space Renovations



Tree Planting and Seeding at Little Rock Creek Forest Preserve



Volunteer Restoration Work Day at Fox River Bluffs Forest Preserve



Ken and Jackie Pickerill Estate House Opening





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

Brian DeBolt, President

Ruben Rodriguez, Vice-President

Seth Wormley, Secretary and Finance Committee Chair

Matt Kellogg, Kendall County Board Chairman

Dan Koukol, Operations Committee Chair

Zach Bachmann

Elizabeth Flowers

Scott Gengler

Jason Peterson

Brooke Shanley

*The mission of the Kendall County Forest Preserve District is to preserve and manage natural areas and open spaces, provide environmental education, and offer recreational opportunities for Kendall County residents.*



KCFPD 5-Year Plan: <https://www.kendallcountyil.gov/departments/forest-preserve-district/about-kcfd/mission>

February 2024

Dear Kendall County Residents,

The Kendall County Forest Preserve District achieved several significant 5-Year Plan objectives and milestones in 2023. We are proud to share our accomplishments and projects planned for 2024.

### **Land Acquisition**

Kendall County Forest Preserve District encompasses over 2,800 acres within 27 forest preserve areas across Kendall County. In 2023, the District partnered with the Village of Minooka to apply for an Illinois Department of Natural Resources - Land and Water Conservation Fund grant to support a 37-acre addition to Baker Woods Forest Preserve, and a 5-acre addition to Aux Sable Springs Park near Minooka. All parcels were acquired by The Conservation Foundation and located within the Aux Sable Creek corridor, a Class A-rated stream.



### **High-Quality Natural Resources**



Little Rock Creek Forest Preserve was acquired in 2018. In 2023, the District seeded and planted over 5,000 trees and shrubs to restore the remaining crop production areas to natural cover and habitat.

The District continues to monitor and manage preserve wildlife resources, completing several prescribed burns and invasive brush clearing projects within high-quality natural areas.

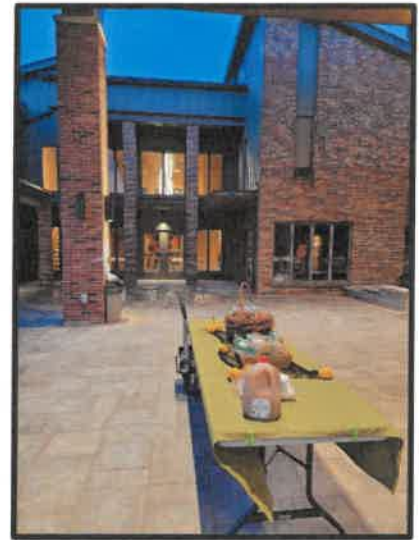


In 2023, the Forest Foundation of Kendall County funded a baseline floristic quality study of the Hollenback Sugar Bush Forest Preserve as part of the preparations to open this preserve area to the public.



## **Preserve Improvement Projects**

In 2008, Ken Pickerill donated his 26-acre property and estate house to the Kendall County Forest Preserve District. Upon his passing, the District worked to fulfill its commitment to opening the preserve and estate house to the public. With support from two State of Illinois – Illinois Department of Natural Resources grants (\$316,500 OSLAD grant and \$828,200 PARC grant), the residents of Kendall County are now able to enjoy the vision achieved with the opening of the Ken and Jackie Pickerill Estate House in July 2023.



Fox River Bluffs Forest Preserve, a 168-acre preserve acquired in 2015, opened to the public following completion of the Eldamain Road extension and bridge crossing in May 2023. Completed improvements include a new parking lot, kiosk, trail loop and spur. The preserve features high-quality oak woodlands, bluffs, and ravines along the Fox River. A 100-acre habitat restoration project consisting of restored prairies, and a large-scale tree planting project was completed in 2020. 31,000 tree and shrub seedlings were planted including several species of oak, hickory, walnut, and American plum.

## **Connecting People to Nature and Outdoor Recreation**

2023 was a record year for public participation in District programming and use of forest preserve shelters and facilities. Reservations for use of picnic areas, campgrounds, and special event facilities eclipsed all previous prior year totals. Natural Beginnings Early Learning Programming, summer camps, equestrian lessons, school programs and teacher workshops also saw increased enrollment and participation as the District's reputation for delivering high-quality educational programs and experiences grows.



## Capital Infrastructure and Equipment Priorities



Over this past year, the District’s Board of Commissioners evaluated the capital infrastructure and available resources needed to fulfill the District’s mission. The District’s Finance Committee completed a five-year capital budget and equipment replacement plan, and analysis of the remaining referendum bond payment schedule to prepare for the debt service sunset of the District’s 2007 referendum bonds.

The projects completed in 2023 reflect the commitment to teamwork from all individuals charged with the administration and stewardship of the District’s resources.

## Fiscal Control and Management

Careful monitoring and allocation of the District’s financial resources contributed to the assignment of an improved Aa3 bond rating by Moody’s, the third consecutive bond rating improvement extended since 2015.

End-of-year financial statements (preliminary) show the District’s operating surplus for the year exceeded expectations, generating over \$150,000 in operating and capital reserves. The District’s Operating Fund reserves increased to \$634,626, representing 40% of the District’s FY24 operating budget.

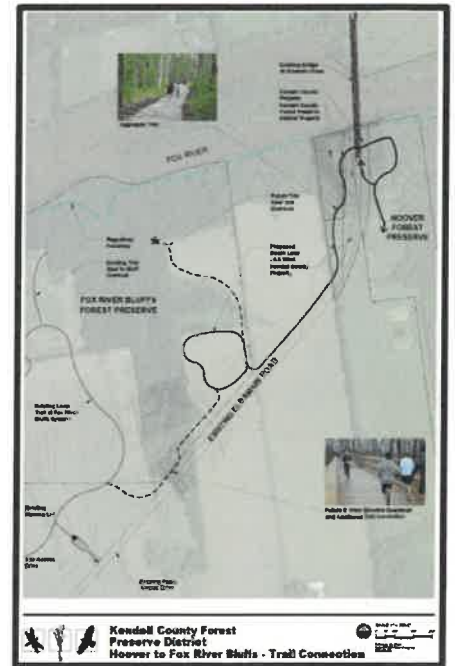
## FY24 Project Goals

The District has set ambitious goals for 2024. The design phase for Subat Nature Center is well underway, with construction beginning this summer. The District is also pursuing grant funding to complete connecting trails between Hoover, Subat and Fox River Bluffs Forest Preserves.

Special thanks to the District’s leadership team and staff, and the Forest Foundation of Kendall County’s Board of Directors for their contributions to the success of these projects.

On behalf of the Board of Commissioners, we look forward to continuing to move the District’s efforts forward in 2024.

Brian DeBolt, President







KCFPD 5-Year Plan: <https://www.kendallcountytill.gov/departments/forest-preserve-district/about-kcfdp/mission>



**INTERGOVERNMENTAL AGREEMENT FOR THE DEDICATION OF KENDALL COUNTY TRANSPORTATION ALTERNATIVES PROGRAM (“KC-TAP”) FUNDING AND AUTHORIZATION TO THE KENDALL COUNTY FOREST PRESERVE DISTRICT TO CONSTRUCT THE HOOVER – FOX RIVER BLUFFS FOREST PRESERVES CONNECTING TRAIL (2024)**

**THIS INTERGOVERNMENTAL AGREEMENT** (*“the Agreement”*) is by and between the County of Kendall, a unit of local government of the State of Illinois (*“Kendall County”*) and the Kendall County Forest Preserve District (the *“District/Grantee”*), a unit of local government of the State of Illinois.

**WITNESSETH:**

**WHEREAS**, the Constitution of the State of Illinois of 1970, Article VII, Section 10, provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance and may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

**WHEREAS**, the Grantee and Kendall County (the *“parties”*) are units of local government within the meaning of Article VII, Section 1 of the Illinois Constitution of 1970 who are authorized to enter into intergovernmental agreements pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and

**WHEREAS**, the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, provides that any county may participate in an intergovernmental agreement under this Act notwithstanding the absence of specific authority under the State law to perform the service involved, provided that the unit of local government contracting with the County has authority to perform the service; and

**WHEREAS**, pursuant to the Illinois Highway Code under 605 ILCS 5/9-101 and 605 ILCS 5/4-409, the State, its municipalities and the counties may form cooperative agreements with

each other for the construction, maintenance and improvement of streets, highways and any portions thereof; and

**WHEREAS**, the Illinois Highway Code (605 ILCS 5/1 *et seq.*) and the Illinois Bikeway Act (605 ILCS 30/1 *et seq.*) each encourage the funding and the creation of bicycle paths, multi-use trails and sidewalks along roadways within the State of Illinois; and

**WHEREAS**, on July 17, 2012, the Kendall County Board passed Resolution Number 12-33 entitled “Resolution for the Creation of the Kendall County Transportation Alternatives Program (“KC-TAP”)”, which authorizes Kendall County to provide financial assistance to qualified applicants for the grantee’s construction of multi-use trails and sidewalks in Kendall County, Illinois; and

**WHEREAS**, the District is seeking financial assistance and authorization to construct the Hoover – Fox River Bluffs Trail Connection, which runs along Eldamain Road. Specifically, the District will construct an 8’ multi-use trail traversing through both County-owned parcels and Eldamain Road right of way, and District-owned parcels. The District’s construction project is identified in the attached Exhibit A and shall be referred to herein as “the Project.” It is understood that completion of the Project is dependent on the District securing the necessary capital project funding required to fully complete the proposed connecting trail as described in Exhibit A;

**WHEREAS**, the Kendall County Highway Committee has confirmed the availability of KC-TAP funding to support the project, and the Kendall County Board is approving the commitment and dedication of FY23 residual and FY24 TAP funding in the amount of \$189,000.00 (one-hundred eighty-nine thousand dollars); and

**WHEREAS**, the parties wish to enter into this agreement for the benefit of local pedestrians to provide safe pathways for the residents of the Kendall County; and

**WHEREAS**, pursuant to the terms of this agreement, Kendall County will grant money to the Grantee to partially fund the installation of trail upgrades as shown in the Location Map attached as Exhibit A, which is hereby incorporated by reference; and

**WHEREAS**, it is the understanding of the parties that at all times, including after completion of the Project, Grantee alone will construct, maintain, repair and/or replace the subject improvements, and that Kendall County will have no duties to construct, maintain, repair and/or replace the subject improvements at any time in the future.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants hereafter set forth, the parties agree as follows:

1. The foregoing preambles are hereby incorporated into this Agreement as if fully restated in this paragraph 1;
2. Kendall County's Obligations:
  - a. Kendall County agrees to extend funding in amounts not to exceed twenty-nine thousand from (\$29,000.00) to the District from the Fiscal Year 2023 (December 1, 2022 to November 30, 2023) TAP funding residual, and one hundred and sixty thousand (\$160,000.00) to the District from the Fiscal Year 2024 (December 1, 2023 to November 30, 2024) budgeted TAP funding for the purpose of partially funding the construction costs of the Project;
  - b. The final amount of this Grant, which shall not exceed one hundred eighty-nine thousand (\$189,000.00), will be determined at the time the Grantee submits its final request for reimbursement for the Project;
  - c. The final Grant amount shall not exceed 50% of the funding for said Project. Should the submitted reimbursement request constitute an amount above 50% of

the Project's costs, then Kendall County shall, in its sole discretion, choose to reimburse an amount below one hundred and eighty-nine thousand dollars (\$189,000.00) and equal to 50% of the Project's costs;

- d. Kendall County shall disburse the 50% of the Grant funds under this agreement within sixty (60) days of the submission of Grantee's 50% completion request for reimbursement, with the remaining 50% of the Grant funds disbursed with the Grantee's final report and submission of the necessary supporting documentation supporting the request;
- e. Kendall County shall retain ownership interest for those portions of the Project's trail improvements traversing upon or within County-owned parcels and right of way and/or the subject improvements under this agreement. However, the County will not have any obligations beyond the granting and disbursement of KC-TAP grant funds as described herein for the construction of the trail, nor any future trail maintenance, improvements or repairs on either the County-owned property or District-owned parcels.

3. Grantee's Obligations:

- a. Grantee understands and agrees that only qualified units of local government within Kendall County who have statutory authority to provide lands or facilities for multi-use trails or sidewalk purposes are eligible for assistance under the KC-TAP program and eligible projects must be located within the geographical boundaries of Kendall County, as well as located along a State or County Highway and Grantee herein assures Kendall County that it and its Project qualifies for funding pursuant

to this understanding and pursuant to all other terms of the KC-TAP as set forth in Kendall County Resolution Number 12-33 and Grantee's application;

- b. Grantee shall use the funds set forth in this Agreement to construct the Project at the locations, and pursuant to the specifications, as set forth in the attached Exhibit A and in conformance with all plans and designs previously supplied by Grantee. Grantee understands and agrees that the funds provided by Kendall County pursuant to this Agreement shall not be used for any other purpose ("Improper Purpose") including, but not limited to, future maintenance of the multi-use trails or sidewalks (e.g., sealing, patching or crack filling). In the event that Grantee uses the funds for an improper purpose, Grantee shall immediately reimburse Kendall County the full amount of funds provided to Grantee under this Agreement;
- c. At all times, the Project, shall be completed by the Grantee, who shall exercise complete control and responsibility as described herein. At no time shall Kendall County be deemed to have adopted said Project or its resulting improvements or the responsibility for the ownership, construction, maintenance, care, and demolition of the improvements that are subject to the Project and this Agreement;
- d. Grantee and its consultants, employees, contractors, subcontractors and agents agree to comply with the following state and federal laws and Grantee shall ensure that all of their contracts include provisions incorporating the following:
  - i. The Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.* Grantee agrees to (a) fully comply with all applicable requirements of the Prevailing Wage Act, (b) notify all contractors and subcontractors that the work performed pursuant to this Agreement 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. In the event that Grantee fails to comply with the notice requirements set forth in the Illinois Prevailing Wage Act, Grantee shall be solely responsible for any and all penalties, fines and liabilities incurred for Grantee's, contractors' and/or subcontractors' violations of the Prevailing Wage Act.

- ii. The Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 *et seq.*
  - iii. 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.*
  - iv. The Illinois Public Construction Bond Act, 30 ILCS 550/1 *et seq.*
  - v. 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.
- e. Grantee shall ensure that Grantee and each contractor and/or subcontractor performing work on the Project shall obtain and continue in force during the term of the Project, all insurance necessary and appropriate and that each contractor and/or subcontractor contracted with to perform work on the Project shall name Kendall 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 Kendall County.



Further, Grantee shall require each contractor and/or subcontractor to provide indemnification and hold harmless guarantees to Kendall County during the construction of this Project;

- f. Grantee shall comply with all competitive bidding and selection requirements necessary for construction and completion of the Project pursuant to applicable state and federal laws. Grantee shall obtain certifications from all contractors and subcontractors who perform work on the Project, which certify the contractors and subcontractors are not barred from performing the work 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);
- g. It is agreed by the Grantee that the maintenance, both physical and financial of the Project and its resulting improvements will be the responsibility of Grantee, and Grantee alone. Further, Grantee shall be responsible for any future repair or replacement deemed necessary for the Project and its resulting improvements (notwithstanding any agreements with third parties in this regard). Nothing in this Agreement shall be construed as to create a duty or responsibility on behalf of Kendall County to finance, maintain, repair, or replace the subject improvements;
- h. During, and following completion of the Project, Grantee shall defend, with counsel of Kendall County's own choosing, indemnify and hold harmless Kendall County, including Kendall County's past, present and future board members, elected officials, insurers, employees, and agents from and against any and all claims, liabilities, obligations, losses, penalties, fines, damages, and expenses and costs relating thereto, including but not limited to attorneys' fees and other legal



expenses, which Kendall County, its past, present and future board members, elected officials, insurers, employees, and/or agents may hereafter sustain, incur or be required to pay relating to, or arising in any manner out of the use, ownership, construction, maintenance, repair, replacement and/or condition of the subject facilities built during this Project, or claims, liabilities, obligations, losses, penalties, fines, damages, and expenses and costs relating to and arising in any manner out of Grantee and Grantee's Contractors and Subcontractors construction of this Project or Grantee's alleged failure to perform its obligations pursuant to this Agreement. Any attorney representing Kendall County shall be approved by the Kendall County State's Attorney and shall be appointed a Special Assistant State's Attorney, as provided in 55 ILCS 5/3-9005. Kendall County's participation in its defense shall not remove Grantee's duty to indemnify, defend and hold Kendall County harmless, as set forth above. Kendall County does not waive its 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;

- i. Grantee understands and agrees that construction of the Project must begin within 24 months of signature of this Agreement by the Kendall County Board. If the subject project does not begin construction within 24 months, Grantee will be in default of this Agreement and at that time the Agreement, as well as any obligations of Kendall County, shall immediately cease and be considered null and void with no further obligation upon Kendall County to provide the Grant funding as described above;

- j. Grantee understands that Construction of the Project must be completed and request(s) for reimbursement must be submitted to Kendall County within 60 months after the signature of this Agreement. If Grantee is unable to complete the Project and seek reimbursement within that time, Grantee will be in default of this Agreement and at that time the Agreement, as well as any obligations by Kendall County, shall immediately cease and be considered null and void with no further obligation upon Kendall County to provide the Grant funding as described above;
- k. If Grantee is unable to begin construction of the Project within 24 months after the parties' execution of this Agreement, or is unable to complete the Project and request reimbursement within 60 months after the parties' execution of this agreement, Grantee may submit a request in writing to Kendall County requesting an extension of time to commence or complete the construction, as the case may be. Grantee must file its request for an extension of time with Kendall County on or prior to expiration of the 24-month period in the case of it beginning construction or on or prior to expiration of the 60-month period in the case of completing construction and seeking reimbursement. Requests for extensions shall not be valid if made after the expiration of the above deadlines. Kendall County retains sole discretion whether to approve Grantee's request for an extension of time;
- l. Grantee understands and agrees that prior to Kendall County disbursing the above listed KC-TAP funds as described herein, Grantee must submit 50% and final project costs, along with a written request for reimbursement to the Kendall County Engineer or his designee, who shall then determine the appropriateness of the costs and expenses claimed and determine if all obligations have been met prior to

approving the disbursement of Grant funds. If requested by Kendall County, the Grantee must also submit any and all further documentation to verify completion of the Project, the costs incurred by Grantee and Grantee's compliance with the terms of this Agreement;

- m. Grantee understands and agrees that prior to and as a condition of reimbursement, Grantee shall obtain, and tender to Kendall County, a final waiver of lien for all contractors, subcontractors, and/or suppliers who performed work on or supplied materials to the Project;
  - n. Grantee understands and agrees that it shall submit its request for reimbursement to Kendall County within the same fiscal year that the Project is completed. Failure to timely request reimbursement as outlined in this Agreement will result in Grantee being in default of this Agreement and at that time the Agreement, as well as any obligations by Kendall County, shall immediately cease and be considered null and void with no further obligation upon Kendall County to provide the Grant funding as described above;
  - o. Grantee understands and agrees that reimbursement requests cannot exceed the amount originally awarded by the Kendall County Board and described in Section 2(a);
  - p. Grantee understands and agrees that under no circumstances shall cost overruns be considered nor shall KC-TAP Funds under this Agreement be advanced to the Grantee prior to project completion and submission of a request for reimbursement.
4. It is mutually agreed by Kendall County and Grantee that at no time shall Kendall County be inferred to, or obligated to, have a duty to provide insurance for the subject

improvements or otherwise indemnify and hold harmless Grantee in connection with the use, enjoyment, ownership, maintenance, construction, repair or replacement of the Project improvements and any property where the Project has been completed. Grantee shall maintain general liability insurance coverage for the subject improvements, naming Kendall County as an additional insured and including a subrogation waiver in favor of Kendall County.

5. 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;
6. Any notice required or permitted to be given pursuant to this Agreement shall be duly given if sent by fax, certified mail, or courier service and received. As such, all notices required or permitted hereunder shall be in writing and may 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) telecopying the same with electronic confirmation of receipt.

*If to the County:* County Engineer  
Kendall County Highway Department  
6780 Route 47  
Yorkville, Illinois 60560

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

*If to the Grantee:* Kendall County Forest Preserve District  
110 W. Madison Street  
Yorkville, IL 60560

Or such address or counsel as any party hereto shall specify in writing pursuant to this Section from time to time;

7. 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. 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;
8. 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;
9. 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. Except as stated herein, this agreement supersedes any other prior written or oral agreements between the parties and may not be further modified except in writing acknowledged by both parties;
10. Nothing contained in this Agreement, nor any act of Kendall County or the 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 Kendall County and the 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 services on the Project or as otherwise set forth in the Agreement;

11. This Agreement shall be in full force and effect upon signature by both parties and will terminate upon either (a) payout by Kendall County of Grant funds as described herein, or (b) default by Grantee, whichever occurs first. However, the duty to defend and indemnify shall survive the term of this agreement;

12. Kendall 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 caused this Intergovernmental Agreement to be executed by their duly authorized officers on the above date.

County of Kendall, a unit of local government  
of the State of Illinois

Kendall County Forest Preserve District, a  
unit of local government of the State of  
Illinois

By: \_\_\_\_\_  
Matt Kellogg, Chair, Kendall County

By: \_\_\_\_\_  
Brian DeBolt  
President, Kendall County Forest Preserve  
District Board of Commissioners

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

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

*Attest:*

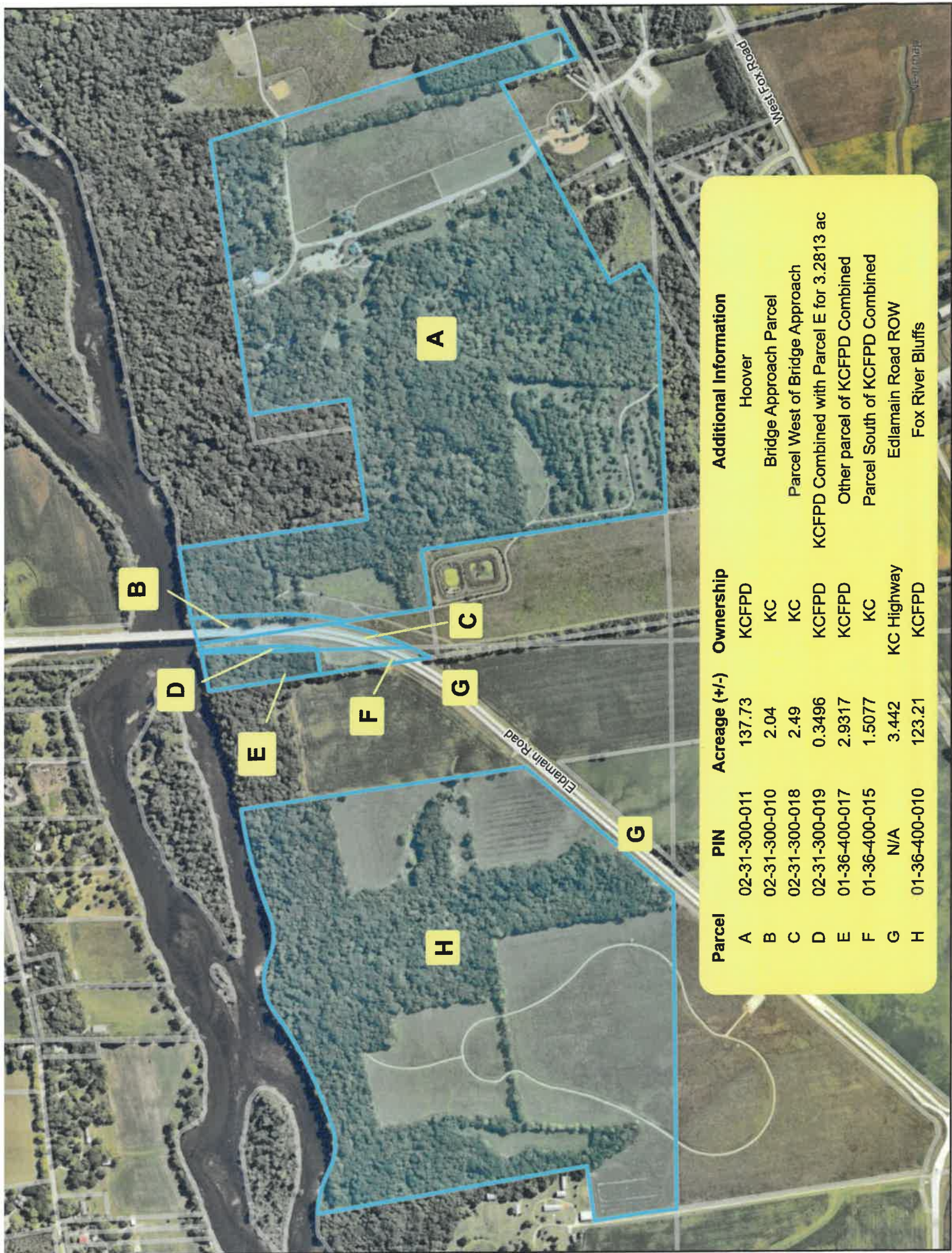
*Attest:*

\_\_\_\_\_  
Debbie Gillette, County Clerk

\_\_\_\_\_  
Seth Wormley, Secretary

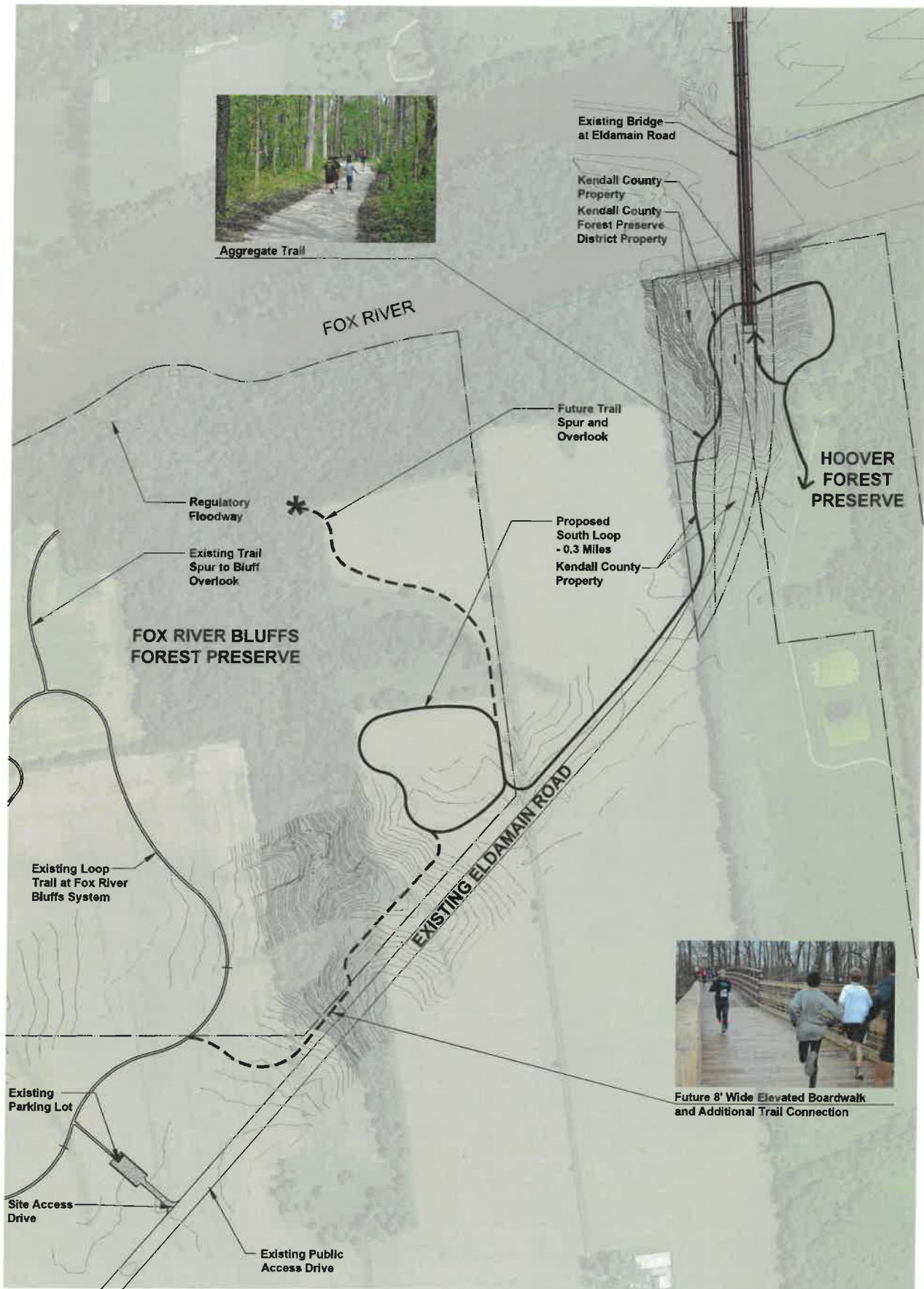
EXHIBIT A - PLACEHOLDER





Parcel	PIN	Acreage (+/-)	Ownership	Additional Information
A	02-31-300-011	137.73	KCFPD	Hoover
B	02-31-300-010	2.04	KC	Bridge Approach Parcel
C	02-31-300-018	2.49	KC	Parcel West of Bridge Approach
D	02-31-300-019	0.3496	KCFPD	KCFPD Combined with Parcel E for 3.2813 ac
E	01-36-400-017	2.9317	KCFPD	Other parcel of KCFPD Combined
F	01-36-400-015	1.5077	KC	Parcel South of KCFPD Combined
G	N/A	3.442	KC Highway	Edlmain Road ROW
H	01-36-400-010	123.21	KCFPD	Fox River Bluffs





**Kendall County Forest Preserve District**  
**Hoover to Fox River Bluffs - Trail Connection**

SCALE: 1" = 150'-0"  
 0 75' 150' 300' 450'  
 February 06, 2024  
 Copyright 2024 Leland Design Ltd  
 Project #1230



**Fox River Bluffs**  
**Kendall County Forest Preserve**

Prepared Date: 02/07/2024  
 Project #1230

**Hoover to Fox River Bluffs - Trail Connection**

PROJECT COMPONENTS	QTY	UNIT	COST	EXTENSION
<b>REMOVALS AND SITE PREPARATION</b>				
General Conditions	1	LS	\$ 14,460.00	\$ 14,460.00
Site Preparation, Earthwork, Grading and Removals	1,503	CY	\$ 90.00	\$ 135,270.00
Silt Fence	700	LF	\$ 4.00	\$ 2,800.00
Undercut and PGE	120	CY	\$ 70.00	\$ 8,400.00
Tensar Biaxial BX Geotextile	500	SY	\$ 6.00	\$ 3,000.00
<b>IMPROVEMENTS</b>				
Crushed Limestone Trail	4,509	SY	\$ 28.00	\$ 126,252.00
12" SDR26	40	LF	\$ 160.00	\$ 6,400.00
Metal Flared End Section	4	EA	\$ 800.00	\$ 3,200.00
Rip Rap Culvert Outlet Protection	1	LS	\$ 3,865.00	\$ 3,865.00
Sub-Total				\$ 303,647.00
15% Design and Construction Contingency				\$ 45,547.05
A/E Design and Engineering Fees				\$ 34,919.41
<b>Total Cost</b>				<b>\$ 384,113.46</b>

**By Owner Items**

PROJECT COMPONENTS	QTY	UNIT	COST	EXTENSION
Tree Removals	1	LS	\$ -	\$ -
<b>LANDSCAPE AND RESTORATION</b>				
Lawn Restoration - Topsoil, Seed and Blanket	5,607	SY	\$ -	\$ -
Native Restoration - Topsoil, Seed and Blanket	5,607	SY	\$ -	\$ -

**ALTERNATE: Asphalt Under Bridge**

PROJECT COMPONENTS	QTY	UNIT	COST	EXTENSION
<b>IMPROVEMENTS</b>				
Deduct: Crushed Limestone Trail	-1,672	SY	\$ 28.00	\$ (46,816.00)
Asphalt Paving Trail	1,672	SY	\$ 49.00	\$ 81,928.00
Sub-Total				\$ 35,112.00
15% Design and Construction Contingency				\$ 5,266.80
<b>Total Cost</b>				<b>\$ 40,378.80</b>

**RESOLUTION NO. 24-02-001**

**KENDALL COUNTY FOREST PRESERVE DISTRICT  
KENDALL COUNTY, ILLINOIS**

**A RESOLUTION AUTHORIZING PARTICIPATION IN THE  
2024 IDNR-FHA REGIONAL TRAILS PROGRAM  
FOR THE CONSTRUCTION OF A MULTI-PURPOSE LINEAR TRAIL  
CONNECTOR AND 0.30 MILE LOOP AT  
FOX RIVER BLUFFS AND HOOVER FOREST PRESERVES**

**WHEREAS**, the Kendall County Forest Preserve District (hereinafter the "District") is a body politic and corporate and municipal corporation organized and existing under the Downstate Forest Preserve District Act, 70 ILCS 805/0.001 et seq. as amended (hereinafter the "Act"); and

**WHEREAS**, the mission of the District is to acquire and hold lands containing natural forests, and lands capable of being restored to a natural condition, for the purpose of protecting and preserving the flora, fauna, and scenic beauties within Kendall County for the education, pleasure, and recreation of the public; and

**WHEREAS**, beginning in 2004, the Kendall County Forest Preserve District acquired property known as Hoover Forest Preserve with funding support from the US Department of Interior - National Park Service; Illinois Department of Natural Resources; Open Lands Trust, and the Illinois Clean Energy Community Foundation; and

**WHEREAS**, in 2015, the Kendall County Forest Preserve District acquired property known as the Fox River Bluffs Forest Preserve with funding support from the Illinois Department of Natural Resources, and Illinois Clean Energy Community Foundation; and

**WHEREAS**, in 2022, the Kendall County Forest Preserve District completed public access and trail improvements at Fox River Bluffs Forest Preserve with funding support from a 2018 Illinois Department of Natural Resources – Regional Trails Program (hereinafter the "RTP grant program") grant award; and

**WHEREAS**, the District desires to expand public access and the County's regional trails system by connecting Hoover and Fox River Bluffs Forest Preserves through construction of a linear connecting trail and trail loop; and

**WHEREAS**, Kendall County and the Kendall County Forest Preserve District have entered into an intergovernmental agreement extending Kendall County – Transportation Alternative Funding support and District access to certain County-owned parcels for the purpose of constructing and maintaining the proposed trail connector and loop; and,

**WHEREAS**, the IDNR-FHA Regional Trails Program (hereinafter the “RTP Program”) provides grant funding for the construction of multi-purpose trails for up to 80% of the total construction costs with a maximum grant award of \$200,000.00; and

**WHEREAS**, the District is requesting a grant of \$200,000.00 through the RTP Program for completion of the project, representing 51% of the total estimated cost of \$389,000.00 for completion of the trail project; and

**WHEREAS**, the District has received, reviewed, and understands the 2024 RTP Program Guidelines, which includes the requirement to submit a calculated \$300.00 application fee.

**NOW THEREFORE, BE IT RESOLVED** by the President and Board of Commissioners of the Kendall County Forest Preserve District as follows:

1. The above recitals are hereby incorporated by reference as if set forth fully herein; and
2. The Board of Commissioners of the Kendall County Forest Preserve District hereby approves the Project and authorizes the Kendall County Forest Preserve District to submit an application to the IDNR-FHA Regional Trails Program in the amount of \$200,000.00 for fiscal year 2023-2024, including the required and calculated \$300.00 application fee; and
3. The Board of Commissioners of the Kendall County Forest Preserve District hereby commits to the required minimum expenditure of matching funds in the amount of \$189,000.00 necessary for the Project’s success; and
4. The President, Executive Advisor and Acting Executive Director for the District are hereby authorized to execute and file applications and any amendments to the application, if necessary, on behalf of the District with the Illinois Department of Natural Resources for the 2024 Recreational Trails Program grant; and
5. The President, Secretary, Executive Advisor, and Acting Executive Director for the District are also hereby authorized to furnish such additional information, assurances, certifications and amendments as the Illinois Department of Natural Resources may require in connection with the District’s application for the 2024 Regional Trails Program grant application; and
6. The Secretary of the District is hereby directed to transmit certified copies of this Resolution to the Executive Advisor and Acting Executive Director for the District for inclusion and submission as part of the grant application materials.

Passed and approved by the President and Board of Commissioners of the Kendall County Forest Preserve District this 20<sup>th</sup> day of February, 2024.

Approved:

Attest:

\_\_\_\_\_  
Brian DeBolt, President

\_\_\_\_\_  
Seth Wormley, Secretary

**FARM LICENSE AGREEMENT #24-02-002**

**Baker Woods Forest Preserve**

This AGREEMENT is made this 20TH day of FEBRUARY, 2024 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:            Exhibit 1A: 106.7 acres total

Hayfields      Field A and B: 09-16-200-013 (58.78-acres)  
                         1. 22.0-acres 50/50 cost share for hay production  
                         2. 36.78-acres hay production

Row Crop      Field C: 09-10-300-002 and 09-09-400-003 (47.92-acres)

Exhibit 1B: 23.62 acres total

Conversion: Hayfield to Row Crop Production  
Field A and B: 14.7 acres + 2.73 acres: 09-09-400-004

Conversion: Hayfield to Row Crop Production  
Field C:            6.19 acres: 09-16-200-013

**Total Acres: 130.32 acres**

**2024 Production:    A. 71.54 acres for row crop production  
                                 B. 36.78 acres for hay production  
                                 C. 22.0 acres for 50/50 hay production**

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 130.32 tillable acres suitable for agricultural production on the above referenced parcels hereinafter referred to as the ‘Subject Property’; and the Lessor hereby grants to the Lessee a farm license in exchange for the following goods, services, and considerations, submitted as a use fee for a term of one (1) year, beginning on February 21, 2024, and ending on December 31, 2024 subject to the conditions and limitations hereinafter described.

### **A. Row Crop Production Acres**

Lessee shall pay Lessor an increased **Base Rate** of \$245.00 (two-hundred and forty five dollars) per tillable acre for the 71.54-acres under row crop production, plus a **Flexible Rate**. The Base Rate is payable no later than May 31, 2024, 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 C 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 License year. Should the computed Flexible Rate be less than the Base Rate, then the Base Rate shall be the total due to Lessor.

### **B. Hay Production Acres**

Lessee shall pay Lessor an increased **Base Rate** of \$270.00 (two-hundred and seventy dollars) only per acre for the 36.78-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, 2024, and Lessee agrees that failure to pay by this date may terminate this Lease Agreement.

### **C. 50/50 Hay Production**

**Production:** Licensee has seeded and will maintain 22.0 tillable acres within the Exhibit 1A - Field A hayfield with 50/50 grass and alfalfa hay. Licensee and Licensor shall split evenly the bales of hay produced from the Subject Property.

**Input Expenses:** 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.

Surplus Hay: 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.

Calculation of Market Price: 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>

Standard Measure: 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.

Market Price per ton Conversion Formula:

1) Convert pricing per ton to small bale equivalency:

2,000 lbs. per ton divided by 60 lb. per standard bale = 33.33 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:

Cost per ton divided by 33.33 bales per ton = \$ \_\_\_\_ 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.

\$ \_\_\_\_ small bale price equivalency X .5 = \$ \_\_\_\_ Licensee purchase price per small bale.

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.

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.



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 year ending December 31, 2024, with hay Storage provisions in effect through April 30, 2025.
4. **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.
5. **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.
6. **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.
7. **"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."
8. **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.
9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. **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.

18. **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.

19. **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.

20. **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.

21. **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.

22. 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

23. 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.

24. 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.

25. 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.

26. 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.

27. 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:

Kendall County Forest Preserve District

Brian DeBolt, President  
110 W. Madison Street  
Yorkville, Illinois 60560

Licensee send to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

28. 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.

29. 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:

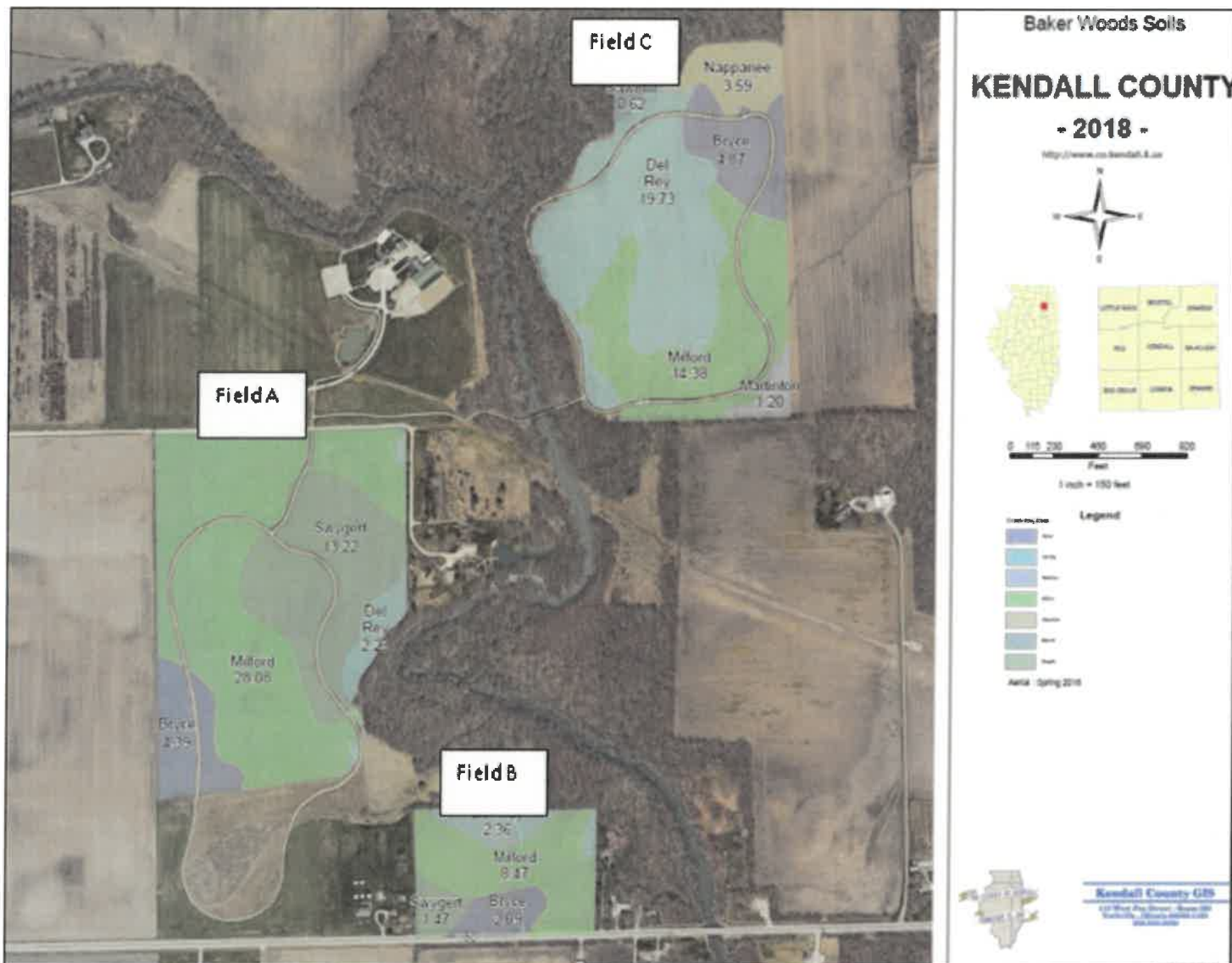
By: \_\_\_\_\_

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



### Exhibit 1A

## Field A and B: Hay Production (Seeded in 2020) Field C: Row Crop Production



### Exhibit 1B

#### Conversion of Existing Hayfields to Row Crop Production



Existing Hayfields – Conversion to Row Crop Production (Fields Labeled A, B and C)



New 22-acre 50/50 hay production



## Exhibit C

### 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 #24-02-003**

AGREEMENT made this 20<sup>TH</sup> day of February, 2024 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 February 21, 2024, and ending on December 31, 2024 subject to the conditions and limitations hereinafter mentioned.

Licensee shall pay Licensor a Base Rate of \$255 per tillable acres on the Millbrook North Parcel, \$270 per tillable acre on the Millbrook South Parcel, and \$235 per tillable acre on the Millington Parcel for the License year. The Base Rate shall be payable no later than May 31, 2024, 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, 2024. 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, 2024. 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 2024, 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 #24-02-004**

**Henneberry Property**

AGREEMENT made this 20<sup>TH</sup> day of February, 2024 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#: 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 February 21, 2024, and ending on December 31, 2024 subject to the conditions and limitations hereinafter mentioned.

Licensee shall pay Licensor a Base Rate of \$180.00 per tillable acre for the License year. The Base Rate shall be payable no later than May 31, 2024, 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, 2024. The Licensee shall apply the minimum amount of fertilizer required to maintain the soil fertility at:
  - i. For corn, P (phosphorus) shall be maintained at 80 pounds per acre and K (potassium) shall be maintained at 50 pounds per acre.
  - ii. For soybeans, P (phosphorus) shall be maintained at 50 pounds per acre and K (potassium) shall be maintained at 75 pounds per acre.
- B. Global Positioning System data of crops and yields harvested.
- C. Fertilizers and rates applied.
- D. Pesticide applications, including dates of applications, types and amounts of pesticide used, fields treated, and the identity of the applicator for each application.

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

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

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

A. \_\_\_\_\_

- B. \_\_\_\_\_
- C. \_\_\_\_\_

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

12. Pesticide Use

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

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

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

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

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

17. The Licensee agrees that this License is purely a personal license to use the Subject Property for farming purposes. The Licensor may terminate this Agreement at any time and for any reason by giving thirty (30) days notice in writing to that effect to the Licensee. In the event

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

18. Insurance & Liability

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

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: \_\_\_\_\_

Licensee:

By: \_\_\_\_\_  
Albert Collins, Jr. Farm Operator

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

**FARM LICENSE AGREEMENT #24-02-005**

**Henneberry Property**

AGREEMENT made this 20<sup>TH</sup> day of February, 2024 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 February 21, 2024, and ending on December 31, 2024 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, 2024, 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, 2024. The Licensee shall apply the minimum amount of fertilizer required to maintain the soil fertility at:
  - i. For corn, P (phosphorus) shall be maintained at 80 pounds per acre and K (potassium) shall be maintained at 50 pounds per acre.
  - ii. For soybeans, P (phosphorus) shall be maintained at 50 pounds per acre and K (potassium) shall be maintained at 75 pounds per acre.
- B. Global Positioning System data of crops and yields harvested.
- C. Fertilizers and rates applied.
- D. Pesticide applications, including dates of applications, types and amounts of pesticide used, fields treated, and the identity of the applicator for each application.

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

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

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

- A. \_\_\_\_\_
- B. \_\_\_\_\_
- C. \_\_\_\_\_

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

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

12. Pesticide Use

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

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

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

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

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

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

provided in this section, Licensee hereby waives its rights to request or seek any other amount from Licensor in the event the License granted herein is terminated.

18. Insurance & Liability

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

**LICENSE AGREEMENT #24-02-006**

**Little Rock Creek Forest Preserve Property – Farm Storage Shed**

AGREEMENT made this 20<sup>TH</sup> day of February, 2024 between the KENDALL COUNTY FOREST PRESERVE DISTRICT (hereinafter “Licensor”), a Body Corporate and Politic, 110 West Madison Street, Yorkville, IL, 60560, and the Licensee, Tom Anderson of 628 Rustic Rook Drive, Somonauk, IL 60552, including all heirs and assigns.

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

PIN#: 01-33-400-006 (full)

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, 2024, and ending on March 19, 2025 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, 2024 and ending on March 19, 2025.

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 31, 2024, 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: \_\_\_\_\_