

Vendor#	Name	Invoice #	Description	Date	Budget #	Account Description	Dist Amount
FOREST PRESERVE EXPENDITURE							
185	111514	KONICA MINOLTA BUSINESS SOLUTI 9002492698	OFFICE SUPPLIES	06/30/16	27020006200	OFFICE SUPPLIES & POSTAGE	186.21
							186.21*
							** ssandford
186	180060	R.C. SYSTEMS, INC	REGPRO SUPPORT RENEM	06/21/16	27020006215	CONTRACTUAL SERVICE	1,500.00
							1,500.00*
							banctim
187	031510	COMMONWEALTH EDISON	JAY WOODS	06/21/16	27020006351	ELECTRIC	29.82
							19.51
							49.33*
							banctim
188	031510	COMMONWEALTH EDISON	BAKER WOODS	06/21/16	27020006351	ELECTRIC	29.82
							19.51
							49.33*
							banctim
ELLIS HOUSE							
189	060304	FIRST NATIONAL BANK OMAHA	MISC	06/30/16	27021007077	OFFICE SUPPLIES & POSTAGE	70.00
							70.00*

190	060304	FIRST NATIONAL BANK OMAHA	SUPPLIES	06/30/16	27021007080	GROUND & MAINT - ELLIS H	35.72

							banctim
191	071254	GOLDEN SEAL HEATING & AIR COND	AIR CONDITN CHECK	06/21/16	27021007080	GROUND & MAINT - ELLIS H	329.00
							banctim
192	110530	KENDALL PLUMBING & HEATING	TRION AIR FILTERS	06/21/16	27021007080	GROUND & MAINT - ELLIS H	75.60
							banctim
193	130506	MENARDS	BRACKETS	06/21/16	27021007080	GROUND & MAINT - ELLIS H	6.44
							** banctim
194	130506	MENARDS	DOOR SWEEP, BULB	06/21/16	27021007080	GROUND & MAINT - ELLIS H	24.45
							banctim
195	191510	SOMMERS CARPET CARE, INC	WATER-FLOORS & CARPE	06/21/16	27021007080	GROUND & MAINT - ELLIS H	555.00
							banctim
Total FOREST PRESERVE EXPENDITURE							1,735.54*

Vendor# Name Invoice # Description Date Budget # Account Description Dist Amount

ELLIS BARN									
196	130506	MENARDS	47976	BARN SUPPLIES	06/21/16	27021017080	GROUND & MAINT - ELLIS B	167.46	bantrim
197	130506	MENARDS	48731	2X6-8" STUDD/#2 BTR	06/21/16	27021017080	GROUND & MAINT - ELLIS B	6.58	** bantrim
198	130506	MENARDS	48902	BARN SUPPLIES	06/21/16	27021017080	GROUND & MAINT - ELLIS B	60.92	bantrim
Total ELLIS BARN								234.96*	

ELLIS GROUNDS									
199	061819	FRED WAYNE & SON TRUCKING INC	MAY 6 2016	GROUND MAINT	06/21/16	27021027080	GROUND & MAINT - ELLIS G	105.00	bantrim
200	083370	HOLLY SEPTIC SERVICE	5167-5168	TANK DISPOSAL-ELLIS	06/21/16	27021027080	GROUND & MAINT - ELLIS G	250.00	** bantrim
201	130506	MENARDS	48669	RAKE, LIGHT BULB	06/21/16	27021027080	GROUND & MAINT - ELLIS G	45.38	bantrim
Total ELLIS GROUNDS								400.38*	

ELLIS RIDING LESSONS									
202	021905	BROTHERS COUNTY SUPPLY	001556	WOOD SHAVINGS	06/21/16	27021117082	ANIMAL CARE & SUPPLIES -	298.05	bantrim
203	101297	JOHN DEERE FINANCIAL	06/01/16	HORSE SUPPLIES	06/21/16	27021117082	ANIMAL CARE & SUPPLIES -	64.71	bantrim
Total ELLIS RIDING LESSONS								362.76*	

ELLIS WEDDINGS									
204	161817	MIKE & KYLIE PUTRICH	JUN 11 2016	WEDDING SEC DEP RET	06/21/16	27021207088	ELLIS SECURITY DEPOSIT RE	1,000.00	bantrim
Total ELLIS WEDDINGS								1,000.00*	

HOOVER									
205	140937	NICOR	06/09/16	MOONSEED	06/21/16	27022006860	HOOVER - GAS	31.26	bantrim
206	140937	NICOR	06/09/16-2	ROOKERY	06/21/16	27022006860	HOOVER - GAS	33.80	bantrim
207	140937	NICOR	06/09/16-3	BLAZING STAR	06/21/16	27022006860	HOOVER - GAS	23.11	bantrim
208	140937	NICOR	06/09/16-4	HO BASE	06/21/16	27022006860	HOOVER - GAS	19.76	bantrim
209	140937	NICOR	06/09/16-5	KINGFISHER	06/21/16	27022006860	HOOVER - GAS	39.69	bantrim
210	140937	NICOR	06/07/16	MEADOWHAWK	06/21/16	27022006860	HOOVER - GAS	27.64	bantrim
211	140937	NICOR	06/07/16-2	HO HOUSE	06/21/16	27022006860	HOOVER - GAS	17.13	bantrim
212	140937	NICOR	06/07/16-3	HO MAINT BLDG	06/21/16	27022006860	HOOVER - GAS	26.15	bantrim
Total HOOVER								218.54*	

213	180925	RIEMENSCHNEIDER ELECTRIC	11689	CABLE CHECK-HO	06/21/16	27022006862	HOOVER - OTHER UTILITIES	90.00	bantrim
214	231020	WIRE WIZARD OF ILLINOIS INC	24721	BUNKHOUSE WIRE CK	06/21/16	27022006862	HOOVER - OTHER UTILITIES	375.00	bantrim
Total WIRE WIZARD OF ILLINOIS INC								465.00*	

Vendor #	Name	Invoice #	Description	Date	Budget #	Account Description	Dist Amount
215 040620	BARBARA DETTMER	16-00173	ML SEC DEP RETURN	06/21/16	27022007088	HOOVER SECURITY DEPOSIT R	146.25
216 190411	BRIAN SCHMEISS	16-00185	BUNKHOUSE SEC DEP RE	06/21/16	27022007088	HOOVER SECURITY DEPOSIT R	100.00
217 265359	STEPHANIE GIBB	16-00154	SHELTER REFUND	06/21/16	27022007088	HOOVER SECURITY DEPOSIT R	150.00
218 265360	ALLAN MCFADDEN	16-00061	SHELTER REFUND	06/21/16	27022007088	HOOVER SECURITY DEPOSIT R	50.00
							446.25*
	ENV ED SCHOOL						1,129.79*
219 060304	FIRST NATIONAL BANK OMAHA	JUNE 16	MISC SUPPLIES	06/30/16	27023016849	ENV EDUC - SCHOOL PROG EX	47.60 *****
							47.60*
	ENV ED CAMPS						47.60*
220 265358	SARA KUBIN	JUNE 13 2016	CAMP REFUNDS-CANCEL	06/21/16	27023026849	ENV EDUC - CAMPS EXPENSE	240.00
							240.00*
	ENV ED NATURAL BEGINNINGS						240.00*
221 060304	FIRST NATIONAL BANK OMAHA	JUNE	KEYS	06/30/16	27023036849	ENV EDUC - NATURAL BEGINN	4.33 ***
222 070789	MEGAN GESSLER	6-1-16	NB TABLE & CHAIRS	06/21/16	27023036849	ENV EDUC - NATURAL BEGINN	20.00
223 230034	JESSICA VOSBURGH	06-01-2016	NB BACKPACKS	06/21/16	27023036849	ENV EDUC - NATURAL BEGINN	22.08
224 231009	STEPHANIE WIENKE	6-8-16	NB PHOTOS	06/21/16	27023036849	ENV EDUC - NATURAL BEGINN	15.56
							61.97*
	ENV ED LAWS OF NATURE						61.97*
225 011204	ALBERTSON'S	06/03/16	PET SUPPLIES	06/21/16	27023056849	ENV EDUC - LAWS OF NATURE	2.53
226 060304	FIRST NATIONAL BANK OMAHA	JUNE 16	PET SUPPLIES	06/30/16	27023056849	ENV EDUC - LAWS OF NATURE	7.46 *****
							9.99*
	GROUND & NATURAL RESOURCES						9.99*
227 030540	CENTRAL LIMESTONE CO INC	6752-6755	GRAVEL-PRESERVES	06/21/16	27025006837	PRESERVE IMPROV - GR & NA	95.52
							95.52*
228 081370	HOLLY SEPTIC SERVICE	5167-5168	TANK DISPOSAL-PRESER	06/21/16	27025006847	REFUSE PICKUP - GROUNDS &	1,150.00
229 190563	SERVICE SANITATION, INC	7176980-982	PORTABLE RESTROOMS	06/21/16	27025006847	REFUSE PICKUP - GROUNDS &	260.00
							1,410.00*
230 140937	NICOR	06/10/16	HARRIS	06/21/16	27025006848	GAS - GROUNDS & NATURAL R	53.95
							53.95*

Total Grounds & Natural Resources
\$1,559.57

frmPrctClaim Kendall County

COMBINED Supplemental Claims Listing

06/24/16

3:21:25 PM

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Vendor# Name

Invoice #

Description

Date

Budget #

Account Description

Dist Amount

FP BOND PROCEEDS 2007

283 032045 CUSTOM MANUFACTURING, INC

4036,3980

HA BRIDGE CHANGE-OVE
BRIDGE INSTALLATION-

06/21/16

95020006850

PROJECT FUND EXPENSES

1,800.00

bantrim

284 032045 CUSTOM MANUFACTURING, INC

4036,3980

HA BRIDGE CHANGE-OVE
BRIDGE INSTALLATION-

06/21/16

95020006850

PROJECT FUND EXPENSES

17,000.00

bantrim

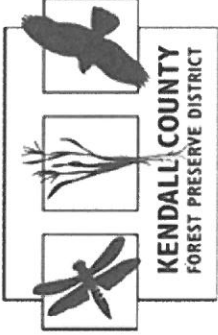
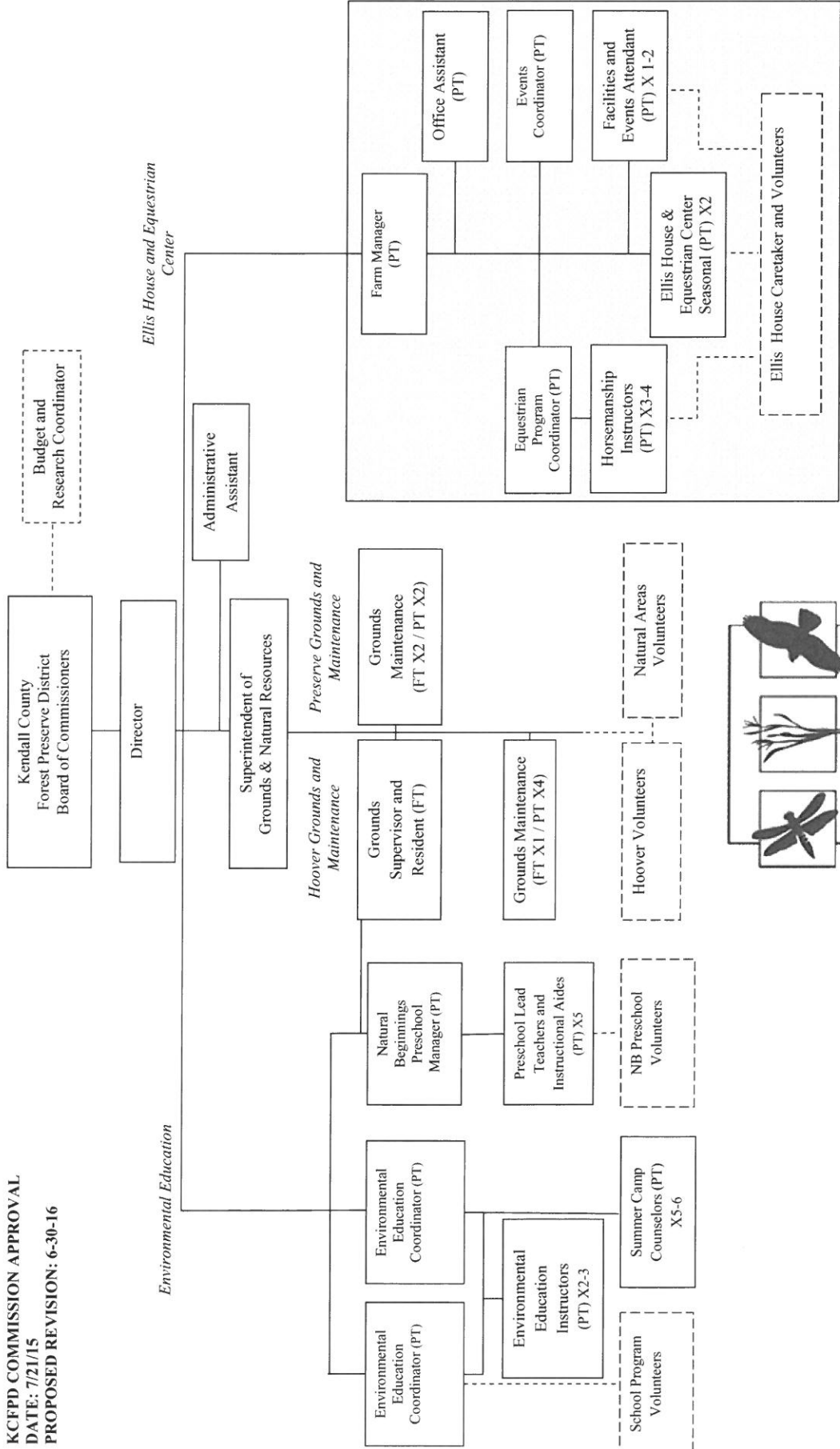
Total FP BOND PROCEEDS 2007

18,800.00*

GRAND TOTAL

\$26,678.67

KCFPD COMMISSION APPROVAL
 DATE: 7/21/15
 PROPOSED REVISION: 6-30-16



**KENDALL COUNTY FOREST PRESERVE DISTRICT
JOB DESCRIPTION**

CLASS TITLE: Farm Manager
WAGE CATEGORY: Non-Exempt
REPORTS TO: Executive Director
EFFECTIVE DATE: November 17, 2015

SUMMARY:

This position is primarily responsible for ~~maintaining the buildings and grounds oversight of operations~~ at Ellis House and Equestrian Center, including participation in natural area restoration and forest preserve improvement projects at Baker Woods Forest Preserve. This position reports to the Executive Director.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

The duties for this position shall include, but not be limited to, the following:

- Primary duties are to manage and supervise, coordinate, and perform grounds and building improvement projects including maintenance and natural area restoration projects at Ellis House and Equestrian Center and Baker Woods Forest Preserve.
- Provides grounds maintenance and support of equestrian center operations and hosted facility events including, but not limited to building rentals and weddings at Ellis House and Equestrian Center.
- Customarily and regularly directs the work of equestrian center, event support, and seasonal grounds maintenance employees at Ellis House and Equestrian Center and Baker Woods Forest Preserve.
- Customarily and regularly performs management duties at Ellis House and Equestrian Center including, but not limited to the following:
 - Interviewing, selecting and training grounds maintenance and custodial services staff;
 - Setting and adjusting employees' hours of work;
 - Providing recommendations regarding the setting and adjusting of employees' rates of pay (within pre-approved budget parameters), which recommendations are given particular weight by the final decision-maker;
 - Maintaining production and operations records for use in supervision and control of the District's repair and maintenance services;
 - Appraising employees' productivity and efficiency for the purpose of recommending promotions or other changes in status;
 - Handling employee complaints and grievances;
 - Provides recommendations regarding the hiring, firing and discipline of staff, which recommendations are given significant weight by the final decision-maker;
 - Apportioning the work among grounds maintenance employees and volunteers at Ellis House and Equestrian Center;
 - Providing for the safety and security of the employees, volunteers, visitors, and District property;
 - Planning, organizing, and supervising the activities of staff in proper repair and maintenance of mechanical equipment and systems, grounds maintenance, and custodial services of District buildings and preserve areas.
- Develops preventative maintenance and recordkeeping procedures and ensures that such procedures are carried out on a scheduled basis.
- Prepares, maintains and oversees maintenance and repair records for all of the District's equipment to ensure such records are accurate, complete and properly preserved pursuant to District policies and procedures.
- Determines the materials, supplies, machinery, equipment or tools to be used or purchased in order to properly repair, maintain and improve the District's grounds, buildings and public use areas.

6-30-16 - DRAFT for FINANCE COMMITTEE REVIEW

- Oversees project management for the District's grounds maintenance, capital projects, and custodial services by setting the schedule for projects; monitoring all ongoing projects; creating project metrics and deliverables; and assessing the achievement of said project metrics and deliverables.
- Manages relationships with vendors and contractors by performing duties including, but not limited to the following: obtains cost estimates for supplies, parts and equipment repair; orders and purchases supplies for projects; negotiates services and contract terms; and reviews and recommends contracted services and equipment, which recommendations are given particular weight by the final decision-maker.
- Assists with the preparation of the annual budget for Ellis House and Equestrian Center operations.
- Prepares monthly reports on activities for presentation to the District's Board of Commissioners.
- Safely and effectively operates, maintains and repairs District vehicles, tools and equipment including, but not limited to, small dump trucks, snow blowers, salt spreaders, sod cutters, rototiller, chain saws, trimmers, sweepers, front end loaders, backhoes, forklifts, welders, sandblasters, grinders, air sprayers, power washers, chainsaws, and other mechanical tools.
- Oversees grounds maintenance and custodial services performed at District locations including, but not limited to the following:
 - Horticultural and maintenance tasks including, but not limited to mowing, edging, aerating, trimming, fertilizing, weed control, seeding, tree and shrub trimming, sod repair, firewood splitting and hauling, snow and ice removal from District roads/walks/trails utilizing both snow plow and manual methods;
 - Splitting, loading and hauling firewood;
 - Gathering, loading and hauling refuse and vegetation from grounds and user areas;
 - Removal of snow and ice from District roads/walks/trails, utilizing both snow plow and manual methods;
 - The use, maintenance and repair of tools of the trade (both powered and non-powered equipment) including, but not limited to, welder, sandblaster, grinder, cutting torch, air sprayer, power washer, chainsaw, and other mechanical hand tools;
 - General road repairs including, but not limited to, concrete and asphalt patching and gravel road maintenance.
 - The construction, installation and repair of District facilities and structures, picnic shelters, bridges, fencing, bollards, posts, signage, seasonal equipment, and any other facilities and structures necessary for the District;
 - The repair of plumbing, electrical, HVAC, carpentry and paint, as needed, at District facilities and structures.
 - The inspection, maintenance, and repair of District restrooms including daily cleaning and trash removal;
 - Preparing building and special event facilities for reserved uses by performing duties including, but not limited to, locking/unlocking rental facilities; setting up for events and rental functions; and ensuring the facilities are clean and equipped as needed for all rental functions;
- Directs and oversees controlled burns, brush removal, seed collecting and other natural area management tasks at District locations and preserves.
- Participates in emergency preparedness and response activities as needed.
- Communicates District rules and regulations to the public, staff and volunteers.
- Must be available to perform duties before, during and after the District's regular business hours.
- Responds to off-hour emergency issues at Ellis House and Equestrian Center.
- Performs any other duties as required or assigned.

SUPERVISORY RESPONSIBILITIES:

- This position supervises the Equestrian Program Coordinator, Events Coordinator, Office Assistant, Facilities and Events Attendant(s), and seasonal Grounds Maintenance employees. This position assists with supervision of District volunteers.

QUALIFICATIONS:

To perform this job successfully, an individual must be able to perform all essential duties satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required for the position.

6-30-16 - DRAFT for FINANCE COMMITTEE REVIEW

A. EDUCATION and/or EXPERIENCE:

- High school diploma or general education degree (GED) required.
- A preferred minimum of four (4) years experience in a grounds and/or building maintenance or similar role, with one to two (1-2) years experience within a supervisory role, or equivalent combination of training and experience.
- Requires knowledge of grounds maintenance tools and equipment use.
- Completion of all assigned equipment and natural areas management training.

B. LANGUAGE SKILLS:

- Ability to read and interpret documents such as governmental regulations, material safety data sheets, equipment operating instructions, and procedure manuals.
- Ability to write routine reports and correspondence.
- Ability to speak effectively with the public, employees and volunteers of the District.
- Requires good knowledge of the English language, spelling and grammar.

C. MATHEMATICAL SKILLS:

- Ability to add, subtract, multiply and divide in all units of measure, using whole numbers, common fractions, and decimals.
- Ability to compute rate, ratio, and percent and to measure volumes.

D. REASONING ABILITY:

- Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form.
- Ability to deal with problems involving several concrete variables in standardized situations.

E. CERTIFICATES, LICENSES, REGISTRATIONS:

- A valid Drivers License and any other licenses/certifications necessary to operate District tools and equipment.
- A valid Illinois Pesticide Applicators License or, in the alternative, obtain a valid Illinois Pesticide Applicators License within the first ninety (90) days of employment.
- All other training, certificates and registrations required for the specific duties performed.

PHYSICAL DEMANDS:

- Employee must frequently sit, stand, bend, reach, and carry.
- Employee must be able to successfully operate all District tools and equipment required to perform assigned job duties.
- Employee must frequently be able to walk and possibly run on uneven ground and rough terrain.
- Employee must frequently lift and/or move up to 50 pounds, and occasionally up to 75 pounds.
- Employee must be able to use hands and fingers to handle, feel, and operate equipment.
- Employee must be able to reach, push and pull with hands and arms.
- Employee must be able to talk and hear in person and via use of telephone.
- Specific vision abilities required by this job include close vision, depth perception and distance vision.

WORK ENVIRONMENT:

- The noise level in the work environment is frequently loud due to equipment operational noise.
- Employee must be able to perform all assigned job duties during normal business hours and after normal business hours, as required in the event of an emergency or special event.
- Employee will be exposed to live animals such as horses on-site.

6-30-16 - DRAFT for FINANCE COMMITTEE REVIEW

- Employee will be required to work in both indoor and outdoor work areas and may be subjected to all weather elements.
- Employee may be exposed to various chemicals such as pesticides and fertilizers while performing assigned job duties.
- Employee will be required to operate a motor vehicle to travel to and from meetings, training, conferences, and the various District preserves and locations.

The above information is not intended to be all-inclusive and can be expanded or modified as necessary.

Kendall County Forest Preserve District



Prop^{ane} GRAINCO FS, Inc., Propane Dept.

2295 Illinois 47 Morris IL, 60450 Phone: (866) 990-FSLP (3757) Fax: (815)942-1805

Kendall Forest-Ellis
110 W. Madison Street
Yorkville, IL 60560

Account# 1341197
Contract Number PP062017

It is time to start planning for the 2016-17 home heating season. GRAINCO FS, Inc. offers a price protection program designed to guarantee your price for a specified number of gallons or until May 31st, 2017, whichever comes first. Please review the program listed below and the **Terms & Conditions** listed on page 3 and return your response by **June 25, 2016**. We now have the ability to email your propane invoices after a delivery. If you would like to take advantage of this service, include your email address below. If you have any questions regarding these programs or other propane related issues, you may call the Morris Propane office at 1-866-990-FSLP (3757). Thank you for your business; it is a pleasure to serve you!

PLAN 2: PREPAY CONTRACTING

For those of you who would like additional savings, we offer a Prepay Plan which saves you an additional .10¢ per gallon. To participate in this program, your estimated gallons must be paid in full when you return the signature slip. Once enrolled in PLAN 2 you are locked into this program until all your contracted gallons have been delivered (or May 31st, 2017 whichever comes first). Any additional gallons you may need will be delivered according to your normal non-contract account terms, and the price will be at the current market rate. Your contract gallons will be delivered between September 1st and May 31st, **unless you choose to take delivery of contract gallons during the summer instead of the SUMMER FILL program**. Your Prepay Plan payment will include your estimated sales tax, and will be shown on your monthly statement. **Any remaining balance due on your May 2016 statement must be paid in full in order to be eligible for the 2016-2017 contract.**

- Your estimated use is 3391 gallons.
 - Your total payment due is \$4179 Your total payment due with credit card is \$4361
 - Your discounted SUMMER FILL price per gallon is \$.999 (Summer fill pricing ends 8/31/16)
 - Your guaranteed PrePay price is \$1.149
 - Your guaranteed PrePay price with credit card is \$1.199 (please call with credit card information)
- Please cut below the line and return the signature portion with your full contract payment in the enclosed envelope.

By signing below you agree to comply with the Terms & Conditions on Page 3.

____ PLAN 2 - I would like to be included in the Prepay Plan. (P076)

____ SUMMER FILL – Yes, fill my tank at the SUMMER FILL price and invoice me separately.

____ No, I do not want my tank filled at the SUMMER FILL price and prefer all of my deliveries to be on my contract.

YOUR ESTIMATED GALLONS 3391

Your payment must be included with your signed contract.

Name: Kendall Forest-Ellis

Account #: 1341197

Signed: _____

Date: _____

Email: _____

Contract Number PP062017

TERMS & CONDITIONS:

The GRAINCO FS, Inc. Budget Billing Plan (BBP) and Prepay Plan (PP) contract plans are administered under the following terms & conditions:

1. Contract gallons when combined with the SUMMER FILL program will be delivered between September 1st, 2016 and May 31st, 2017. **Propane delivered between June 1st, 2016, and August 30th, 2016 (Summer Fill) is not part of your contract, and must be paid separately according to your normal non-contract account terms, unless you choose not to participate in the SUMMER FILL program and elect to take delivery of contract gallons in the summer.**
2. These programs are only offered to active accounts with approved credit and no past-due balance. Contracts will become effective upon receipt of the signed return slip.
3. The Budget Billing Plan allows you to budget expected heating costs by making 11 equal monthly payments. **Missed payments will be subject to a finance charge of 1.8% monthly (21.6% annual percentage rate).** A final payment may be due in June if there is any balance remaining after your May payment. Any credit balance remaining on your account at the end of the contract term will be used to lower your monthly payments or your pre-payment amount for the following year. A current contract can only be cancelled at the discretion of GRAINCO FS, Inc., and will remain in effect until all contract terms have been met.
4. If **two** payments are missed, we reserve the right to cancel this agreement. Unpaid balances will be due immediately and are subject to a **finance charge of 1.8% monthly (21.6% annual percentage rate)**. If canceled, deliveries for the remainder of the contract term will be billed at the current market price, but **not** less than the contracted price, and will be due according to your normal non-contract account terms.
5. In order to receive the guaranteed price protection, patron's entire account balance must be within the payment terms as established by the GRAINCO FS, Inc. Board of Directors.
6. The number of gallons used to calculate your usage is an **estimate** based on your purchase history. There is a minimum purchase requirement of 500 gallons. The Budget Billing Plan monthly payment is: fixed price per gallon x estimated gallons + estimated tax = Total cost divided by 11 months = monthly payment. The PrePay Plan payment is: fixed price per gallon x estimated gallons + estimated tax = Total cost. Weather conditions and changes in your heating habits or needs, will cause your usage to increase or decrease. **We cannot guarantee that our estimate will reflect your actual usage.** Any gallons delivered over and above your contracted gallons must be paid according to your normal non-contract account terms. **Gallons above and beyond the contracted amount will be billed in the Regular account at the current market price.**
7. All Guaranteed Price programs for the 2016-17 heating season expire on May 31st, 2017 or when the contracted gallons have been delivered, whichever comes first. **Additional gallons will be billed at the current market price at the time of delivery, and payment is due according to your normal non-contract account terms.**
8. At the beginning of the contract season, patrons do have the right to adjust their contracted gallons with reasonable limitations. GRAINCO FS, Inc. is only giving an estimation of gallons. If you choose to alter your contract gallons your payment amount will be adjusted accordingly, and a new contract will be issued.
9. The Budget Billing Plan and the Prepay Plan programs are product pricing programs only; they are not delivery guarantee programs. GRAINCO FS, Inc. reserves the right to allocate product in the case of shortages or pipeline allocations, and we cannot guarantee the availability of product when outside forces such as natural disasters, shortages or other circumstances beyond our control affect product availability.
10. A statement of your account(s) will be sent each month. **If you have chosen the Budget Billing Plan, your statement will show your monthly payment amount as your payment due.** Additionally, you may provide us with your email address if you would like your individual LP invoices emailed to you.
11. These programs are offered as a convenience program for the benefit of our patrons. Prepayments and credit balances do not earn interest.

To: Kendall County Forest Preserve District Finance Committee

From: Dave Guritz, Executive Director

Date: June 30, 2016

RE: Request from Kendall County Fair Association for Removal of Ash Trees

A site inspection with KC Fair Association President Mike Drendel and Board Member Fred Davis was held at the fairgrounds on June 21 to review a request from the Association to remove two ash trees located in close proximity to a new livestock wash stall located along the District's property line at Harris Forest Preserve. GIS shows that the ash trees requested for removal are located on Fair Association property, which was communicated during the site inspection.

The District supports the Fair Association by providing and maintaining an auxiliary parking area in Harris Forest Preserve during the annual Kendall County Fair.

The Fair Association stated that if the District is willing to provide assistance with felling the trees, the Association will complete the cleanup of all felled materials.

Cost estimate for felling the trees is between \$100 - \$250.

Finance Committee direction is requested prior to securing a contractor to support the Fair Association's requested removals.



Approximate location of livestock wash stall.





Hampton, Lenzini and Renwick, Inc.

Civil Engineers • Structural Engineers • Land Surveyors • Environmental Specialists
www.hlrengineering.com

June 28, 2016

Mr. Dave Guritz, Director
Kendall County Forest Preserve District
dguritz@co.kendall.il.us

RE: Proposal for Engineering Services
Millbrook Bridge over the Fox River
Phase I Permits for Structure Repair/Removal

Dear Mr. Guritz:

We have prepared this letter to serve as the agreement between the Kendall County Forest Preserve District (Client) and Hampton, Lenzini and Renwick, Inc. (Consultant) for professional engineering services requested relative to the Millbrook Bridge over the Fox River.

The purpose of these services is to develop the feasibility and necessary permits required for rehabilitation of the structure to a condition suitable to remain in place or that which is necessary to complete the removal of the bridge truss structure, piers and abutments.

SCOPE OF SERVICES

The Client and Consultant agree to the following list of Basic Services the Consultant will provide to the Client:

1. Complete field survey necessary to prepare permit submittals.
2. Cause environmental studies to be made through the IDOT Bureau of Design and Environment, or from previous studies completed by IDNR to determine the cultural and biological resource clearances.
3. Assemble abbreviated plan details for rehabilitation alternatives and a structure removal alternative suitable for estimating purposes and for determination of permitting impacts.
4. Develop USACE Nationwide permit submittals.
5. Develop an Incidental Take permit application to IDNR, if needed for Threatened and Endangered Species impacts.
6. Coordinate permit and clearances with regulatory agencies and the Kendall County Forest Preserve District.

If agreed to in writing by the Client and Consultant, Additional Services shall be provided and shall be labeled as Exhibit A and appended hereto.

Services not set forth above as Basic Services of this Agreement are specifically excluded from the scope of the Consultant's services. The Consultant assumes no responsibility to perform any services not specifically listed.

All of the above services are to be performed to the satisfaction and in conformance with the requirements of the Client.

RESPONSIBILITIES OF CLIENT

380 Shepard Drive
Elgin, Illinois 60123-7010
Tel. 847.697.6700
Fax 847.697.6753

6825 Hobson Valley Drive
Unit 302
Woodridge, Illinois 60517
Tel. 847.697.6700
Fax 847.697.6753

3085 Stevenson Drive
Suite 201
Springfield, Illinois 62703
Tel. 217.546.3400
Fax 217.546.8116

323 West 3rd Street
P.O. Box 160
Mt Carmel, Illinois 62863
Tel. 618.262.8651
Fax 618.263.3327

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It is the Consultant's understanding that the Client will provide the following assistance, information, and related materials relative to the above-described project:

- IDNR environmental reports available on the Fox River
- Bridge Condition Report prepared on the structure for Client.

Information Provided by Others

The Client shall furnish, at the Client's expense, all information, requirements, reports, data, surveys, and instructions required by this Agreement. The Consultant may use such information, requirements, reports, data, surveys, and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.

COMPENSATION

Billing Terms

For our services we will be compensated at the following hourly rates which will be considered payment in full to Hampton, Lenzini and Renwick, Inc. for actual employee time utilized to provide the required services, said rates include overhead and burden costs plus profit.

<u>Employee Classification</u>	<u>2016 Hourly Rate</u>
Engineer 6	158.00
Engineer 5	146.00
Engineer 4	124.00
Engineer 3	116.00
Engineer 2	106.00
Engineer 1	82.00
Technician 3	104.00
Technician 2	84.00
Technician 1	61.00
Intern/ Temp	45.00
Land Acquisition	116.00
Survey 2	108.00
Survey 1	75.00
Environmental 2	115.00
Environmental 1	55.00
Administration 2	120.00
Administration 1	68.00

These rates will remain in effect through December 31, 2016.

For direct out-of-pocket expenses, we will be reimbursed at our actual cost of the item.

The upper limit of compensation will not exceed \$26,000.00. Any additional services required beyond those set forth above will be charged at the rates stated above and be considered an addition to the not-to-exceed cost. Any costs incurred above the not-to-exceed cost must be pre-approved by the Client.

Invoices shall be submitted by the Consultant on a monthly basis, are due upon presentation and payment shall be made in accordance with the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 505/1 *et seq.*).

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Payment Terms

If the Client fails to make payment to the Consultant in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by the Consultant.

If the Client objects to any portion of an invoice, the Client shall so notify the Consultant in writing within ten (10) calendar days of receipt of the invoice. The Client shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within ten (10) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved within thirty (30) calendar days in accordance with the Dispute Resolution provision of this Agreement.

GENERAL TERMS AND CONDITIONS

Assignment

Neither party to this Agreement shall transfer, sublet, or assign any rights under or interest in this agreement without the prior written consent of the other party.

Certification

Consultant certifies that Consultant, its parent companies, subsidiaries, and affiliates are not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or as a result of a violation of 820 ILCS 130/1 *et seq.* (the Illinois Prevailing Wage Act).

Both parties affirm no Kendall County Forest Preserve District officer or elected official has a direct or indirect pecuniary interest in HLR or this Agreement, or, if any Kendall County Forest Preserve District officer or elected official does have a direct or indirect pecuniary interest in HLR or this Agreement, that interest, and the procedure followed to effectuate this Agreement has and will comply with 50 ILCS 105/3.

Defects in Service

The Client shall promptly report to the Consultant any defects or suspected defects in the Consultant's services of which the Client becomes aware, so that the Consultant may take measures to minimize the consequences of such a defect. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like requirement. Failure by the Client and the Client's contractors or subcontractors to notify the Consultant shall relieve the Consultant of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

Drug-Free Workplace.

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

Entire Agreement

This Agreement, comprising pages 1 through 7 is the entire Agreement between the Client and the Consultant. It supersedes all prior communications, understandings, and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by both the Client and the Consultant.

Governing Law and Jurisdiction

The Client and the Consultant agree that this Agreement and any legal actions concerning its validity, interpretation, and performance shall be governed by the laws of the State of Illinois.

It is further agreed that any legal action between the Client and the Consultant arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in the County of Kendall, Illinois.

Indemnification

The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors, and employees (collectively, Client) against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Consultant's negligent performance of professional services under this Agreement and that of its sub-consultants or anyone for whom the Consultant is legally liable. Pursuant to Illinois law, 55 ILCS 5/3-9005, any attorney representing the Client, under this paragraph, must first be approved by the Kendall County State's Attorney and appointed a Special Assistant State's Attorney, as provided in 55 ILCS 5/3-9005. The Client's participation in its defense shall not remove Consultant's duty to indemnify, defend, and hold the Client harmless, as set forth above.

Neither the Client nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

Independent Contractor

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

Insurance

Consultant will obtain and continue in force, during the term of this Agreement, all insurance as set forth below. Each insurance policy shall not be cancelled or changed without thirty (30) days prior written notice, given by the insurance carrier to Client. Before starting work hereunder, Consultant shall deposit with Client certificates evidencing the insurance it is to provide hereunder: (a) Worker's Compensation and Occupational Disease Disability insurance, in compliance with the laws of the jurisdiction where the work is being performed, (b) Employer's comprehensive general liability insurance for both personal injury and property damage in the minimum amount of \$1,000,000 for each accident, (c) Comprehensive business automobile liability insurance in the minimum amount of \$1,000,000 combined single limit, (d) Comprehensive excess liability insurance with a combined minimum single limit of \$5,000,000 for each occurrence, with a minimum \$5,000,000 aggregate, (e) Professional liability insurance in the minimum amount of \$1,000,000 combined single limit.

The Kendall County Forest Preserve District shall be named as an Additional Insured on a Primary and Non-Contributory basis with respect to the general liability, business auto liability and excess liability insurance, as well as a waiver of subrogation with respect to the general liability and workers' compensation in favor of Kendall County Forest Preserve District. Also, Kendall County Forest Preserve District shall be designated as the certificate holder.

Non-Discrimination

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

Right of Entry

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The Client shall provide for the Consultant's right to enter the property owned by the Client and/or others in order for the Consultant to fulfill the Scope of Services included hereunder.

Severability

Any term or provision of this Agreement found to be invalid under any applicable statute or rule of law shall be deemed omitted and the remainder of the Agreement shall remain in full force and effect.

Standard of Care

In providing services under this Agreement, the Consultant will perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

Suspension of Services

If the Project or the Consultant's services are suspended by the Client for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this Agreement, the Consultant shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension.

If the Consultant's services are suspended for more than ninety (90) days, consecutive or in the aggregate, the Consultant may terminate this Agreement upon giving not less than five (5) calendar days' written notice to the Client.

If the Client is in breach of the payment terms or otherwise is in material breach of this Agreement, the Consultant may suspend performance of services upon five (5) calendar days' notice to the Client. The Consultant shall have no liability to the Client, and the Client agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the Client. Upon receipt of payment in full of all outstanding sums due from the Client, or curing of such other breach which caused the Consultant to suspend services, the Consultant shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

Termination

In the event of termination of this Agreement by either party, the Client shall pay the Consultant for all services rendered and all reimbursable costs incurred by the Consultant up to the date of termination, in accordance with the payment provisions of this Agreement.

The Client may terminate this Agreement for the Client's convenience and without cause upon giving the Consultant not less than seven (7) calendar days' written notice.

Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for any of the following reasons:

- Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;
- Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;
- Suspension of the Project or the Consultant's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate;
- Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

Third-Party Beneficiaries

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being

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performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder. The Client and Consultant agree to require a similar provision in all contracts with contractors, subcontractors, sub-consultants, vendors, and other entities involved in this Project to carry out the intent of this provision.

Unauthorized Changes

In the event the Client, the Client's contractors or subcontractors, or anyone for whom the Client is legally liable makes or permits to be made any changes to any reports, plans, specifications or other construction documents prepared by the Consultant without obtaining the Consultant's prior written consent, the Client shall assume full responsibility for the results of such changes. Therefore the Client agrees to waive any claim against the Consultant and to release the Consultant from any liability arising directly or indirectly from such changes.

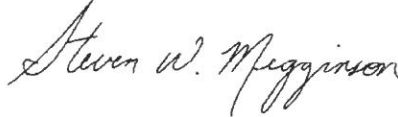
In addition, the Client agrees to include in any contracts for construction appropriate language that prohibits the Contractor or any subcontractors of any tier from making any changes or modifications to the Consultant's construction documents without the prior written approval of the Consultant and that further requires the Contractor to indemnify both the Consultant and the Client from any liability or cost arising from such changes made without such proper authorization.

If this agreement meets with the County's approval, please have the proper County officials sign and date same where indicated below and return one (1) copy for our file. If you have questions on any of the above, please call me at our Springfield office.

Yours truly,

HAMPTON, LENZINI AND RENWICK, INC.

By:



Steven Megginson, P.E., S.E.
Vice President

Enclosure

ACCEPTANCE

The terms and conditions of this letter agreement are hereby accepted by the Kendall County Forest Preserve District for engineering services set forth above.

By _____

_____ Date

ATTEST:

By _____

FARM LICENSE AGREEMENT

Baker Woods Forest Preserve - Hay

This Agreement is made this 17th day of November, 2015 ("Date of Execution"), between the Kendall County Forest Preserve, a Body Corporate and Politic, 110 West Madison Street, Yorkville, Illinois, 60560, ("Licensor"), and Kyle Connell, located at 7485 Nettle Creek Road, Morris, Illinois, 60450, ("Licensee"), including all heirs and assignees, collectively referred to as the "Parties."

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

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

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

WHEREAS, both Licensee and Licensor hereby agree that there are three fields, Field A with 14.25 acres, Field B with 2.5 acres, and Field C with 6 acres on the above referenced parcels, these acres are hereinafter collectively referred to as the "Subject Property," identified in Exhibit 1; and that the Licensor hereby grants to the Licensee a farm License in exchange for the following goods, services, and considerations, for a term beginning on the Date of Execution, and ending on December 31, 2016, subject to the conditions and limitations in this Agreement; and

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

1. The proceeding introductory language is made a part hereof and incorporated herein.
2. **Prior Agreements:** All previous agreements between the Parties, whether oral or in writing, are hereby revoked. Neither party will seek to enforce any previous oral or written agreement between the Parties, regarding the lease or use of the Subject Property.
3. **Term:** This lease is for a term of one year, ending December 31, 2016.
4. **Product:** Licensee will seed and maintain Field A and Field B with straight grass hay and Field C 50/50 grass and alfalfa hay. Licensee and Licensor shall split evenly the bales of hay produced from the Subject Property. Further, Licensee, with prior approval by the Licensor, shall have the option of purchasing hay bales from the Licensor's portion of hay produced at a rate of \$4.00 per bale.
5. **Expenses and Inputs:** Licensee and Licensor shall split evenly the expenses, fertilizer, and other agreed upon inputs to the Subject Property. All of the expenses, however, must be approved by Licensor before they are incurred.

6. **Limited License:** This Agreement grants only a contractual license to use the Subject Property under the terms and conditions state above. Further, the rights granted by Licensor herein shall vest only in Licensee and no such rights shall vest in any of Licensee's employees, agents, subcontractors or partners, if any. Nothing in this Agreement shall be construed to convey to Licensee any legal or equitable interest in the Subject Property.
7. **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 to Ellis Equestrian Center, and Ellis Equestrian Center staff will be responsible for unloading of hay bales.
8. **Taxes:** Licensor makes no claims as to the tax status of the Subject Property. As required by section 15-15 of the Illinois Property Tax Code, the Licensor will file a copy of the Agreement and a complete description of the premises with the assessment officer. 35 ILCS 200/15-15. In the event the Subject Property should be assessed and taxed pursuant to the process outlined in 35 ILCS 200/15, at any time during the term of this License, it shall be the obligation of the Licensee to pay such taxes as are incurred during that term. At the termination of this Agreement, Licensee shall pay all taxes incurred, though not yet due and owing. Any such taxes shall be prorated to parallel the lease term. Licensee's obligations under this paragraph extend beyond the lease year, and until all incurred taxes are paid.
9. **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.
10. **"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."
11. **Records Requirements:** Licensee shall keep and provide to the Licensor the following records at the end of the Lease 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, 2014. 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.
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 licenses expire during the term of this Agreement, Licensee shall be responsible for obtaining a renewal or new license to replace the expired license and shall promptly provide Licensor with a copy thereof.

- B. No pesticides shall be stored on the Subject Property unless they are in original, labeled containers, and then only for the period during which the pesticides are applied, which shall not exceed ten (10) days.
- C. Licensee shall provide Licensor with a record of pesticide applications, including dates of applications, types and amounts of pesticide used, fields treated, and the identity of the applicator for each application.
- D. Licensee is responsible, at the Licensee's sole expense, to repair any damage done to native vegetation due to pesticide drift and to repair rutting caused by farm equipment in areas owned by the Licensor.
- E. Licensee agrees to indemnify, defend with counsel, and hold harmless the Licensor for all claims, demands, damage, judgments, fees (including attorneys' fees) and costs that may arise out of Licensee's application of pesticides on the Subject Property. Pursuant to 55 ILCS 5/3-9005, any attorney representing the Licensor pursuant to this paragraph must first be approved by the Kendall County State's Attorney and shall be appointed as a Special Assistant State's Attorney.

13. **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.

14. **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.

15. **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.

16. **Termination:** The Licensee agrees that this License is purely a personal license to use the Subject Property for farming purposes. The Licensor may terminate this Agreement at any time and for any reason by giving thirty (30) days notice in writing to the Licensee. In the event of any termination, Licensor shall pay the Licensee for planted but unharvested crops on the Subject Property based on available Kendall County data for the average yield and unit price within Kendall County. Licensor will also reimburse Licensee for reasonable fertilizer and pesticide costs for planted but unharvested crops on the Subject Property, provided the Licensee presents fertilizer and pesticide receipts for these costs. Licensee hereby waives its rights to seek any other amounts from Licensor in the event the License is terminated.

17. **Insurance & Liability:**

- A. Licensee shall obtain and continue in force, during the term of this Agreement, all insurance as set forth below. Each insurance policy shall not be cancelled or changed

without thirty (30) days' prior written notice, given by the insurance carrier to Licensor. On the Date of Execution, Licensee shall deposit with Licensor certificates evidencing the insurance it is to provide hereunder: (a) Comprehensive business automobile liability insurance in the minimum amount of \$250,000 per person and \$500,000 per occurrence for bodily injury and \$100,000 for property damage; (b) general liability insurance with a combined minimum single limit of \$125,000 for each occurrence for medical, with a \$500,000 general liability aggregate; (c) Worker's Compensation and Occupational Disease Disability insurance, in compliance with the laws of the jurisdiction where the work is being performed (only if Licensee employs any individuals to perform work on or related to the Subject Property); and (d) employer's comprehensive general liability insurance for both personal injury and property damage in the minimum amount of \$1,000,000 for each accident, (only if Licensee employs any individuals to perform work on or related to the Subject Property). Licensor shall be named as Additional Insured on a Primary and Non-Contributory basis with respect to the general liability, business auto liability and excess liability insurance. Further a waiver of subrogation with respect to the general liability and workers' compensation shall be issued in favor of Licensor. Also, Licensor shall be designated as the certificate holder. Failure to submit such proof by this date may terminate this License at the sole discretion of the Licensor. All of the above insurance policies must cover all contractors hired by the Licensee to apply soil amendments, pesticides, or for other purposes, or the contractor must provide proof of insurance for the above referenced amount.

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

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

19. **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.

20. **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.
21. **Independent Contractor:** It is mutually agreed that the Licensee is an independent contractor, not subject to the control of the Licensor and is not an employee of the Licensor.
22. **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.
23. **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.
24. **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.
25. **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.
26. **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.
27. **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.

28. **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 sent to the following parties:

Licensor, send to:

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

with a copy to:

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

Licensee send to:


Kyle Connell
7485 Nettle Creek Road
Morris, Illinois 60450

29. **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.

30. **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: 
Jeff Wehrli, President

Date: _____

Licensee:

By: 
Kyle Connell, Farm Operator

Date: 1/12/16

Subject Property - Exhibit 1 – Hay Fields and Acreage

