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**Total ELLIS BIRTHDAY PARTIES**

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Total FP BOND PROCEEDS 2007

GRAND TOTAL

$12,626.10
I. Call to Order

President Gilmour called the meeting to order at 6:00 pm in the Kendall County Board Room.

II. Pledge of Allegiance

All present recited the Pledge of Allegiance.

III. Invocation

Commissioner Prochaska offered an invocation for the meeting.

IV. Roll Call

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<tr>
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Commissioners Cesich, Giles, Gryder, Hendrix, Kellogg, Prochaska, Purcell, Vickers, and Gilmour all were present.

V. Approval of Agenda

Commissioner Hendrix made a motion to approve the Commission meeting agenda as presented. Seconded by Commissioner Prochaska. Aye, all. Opposed, none.

VI. Citizens to Be Heard

Mark Pearly of Minooka expressed concerns over a proposed gun range.

VII. Approval of Minutes

- Kendall County Forest Preserve District Committee of the Whole Meeting of November 14, 2018

Commissioner Hendrix made a motion to approve the Committee of the Whole meeting minutes of November 14, 2018. Seconded by Commissioner Gryder. Aye, all. Opposed, none.
OLD BUSINESS

VIII. Grant Application and Grant-Funded Project Updates
Director Guritz remarked the Fox River Bluffs Forest Preserve has been recommended for an IDNR-Regional Trails Program grant award. The OSLAD grant application is currently review with a site tour with IDNR program staff scheduled.

Commissioner Flowers entered the meeting room at 6:05 pm.

Director Guritz reported that the District received a letter from the State Historic Preservation Society expressing interest in the Pickerill estate home. The District responded with a report. Updates on the Phase I application were also discussed. The District has been awarded three Illinois Clean Energy Community Foundation grants including the 3:1 restoration challenge grant. A fourth ICECF grant for Little Rock Creek improvements was awarded to The Conservation Foundation

Commission discussed restoration goals for Fox River Bluffs Forest Preserve.

NEW BUSINESS

IX. Executive Session
None.

X. Other Items of Business
- Review of Preliminary Financial Statements through November 30, 2018
  Director Guritz reported on the final Financial Statements through November 30, 2018, noting that the financial statements have not been received, but will be forwarded out once received.

- FY18 Highlights Report and Review of FY19 Capital and Operations Projects and Priorities
  Director Guritz reported on the projected operating fund surplus for FY18. Completed FY18 projects were discussed. Projects for FY19 were outlined.

- December 2018 Meeting Schedule and Directions
  Director Guritz presented the remaining board meetings of December 2018.

XI. Citizens to Be Heard
No public comments were offered by citizens in attendance.

XII. Adjournment
Commissioner Hendrix made a motion to adjourn. Seconded by Commissioner Gryder. Aye, all. Opposed, none. Meeting adjourned at 6:25 pm.

Respectfully submitted,

David Guritz
Director, Kendall County Forest Preserve District
I. Call to Order

President Gilmour called the meeting to order at 9:00 am in the Kendall County Board Room.

II. Pledge of Allegiance

All present recited the Pledge of Allegiance.

III. Invocation

Commissioner Prochaska offered an invocation for the meeting.

IV. Roll Call

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Commissioners Cesich, Gryder, Hendrix, Kellogg, Purcell, Vickers, and Gilmour all were present.

V. Approval of Agenda

Commissioner Hendrix made a motion to approve the Commission meeting agenda as presented. Seconded by Commissioner Purcell. Aye, all. Opposed, none.

VI. Citizens to Be Heard

There were no citizens to be heard.

VII. Approval of Claims for an Amount Not-to-Exceed $3,609,837.56

Commissioner Gryder made a motion to approve claims not-to-exceed $3,609,837.56. Seconded by Commissioner Hendrix.
Motion: Commissioner Gryder
Second: Commissioner Hendrix

Roll call: Claims Not-to-Exceed $3,609,837.56

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<tr>
<th>Aye</th>
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Motion unanimously approved.

VIII. Approval of Minutes

- Kendall County Forest Preserve District Commission Meeting of November 20, 2018
- Kendall County Forest Preserve District Special Call Meeting of November 27, 2018

Commissioner Hendrix made a motion to approve the Commission meeting minutes of November 20, 2018; and the Special Call meeting minutes of November 27, 2018. Seconded by Commissioner Cesich. Aye, all. Opposed, none.

OLD BUSINESS

IX. **MOTION:** Approval of a Revised Tuition Fee of $1,580.00 for the Natural Beginnings Early Learning Program 2-day Sessions for the 2019-2020 Program Year

Commissioner Hendrix made a motion to approve the revised tuition fee of $1,580.00 for the Natural Beginnings Early Learning Program 2-day sessions for the 2019-2020 program year. Seconded by Commissioner Cesich.

Motion: Commissioner Hendrix
Second: Commissioner Cesich

Roll call: 2-day NB Revised Tuition

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Motion unanimously approved.

NEW BUSINESS

X. **MOTION:** Approval of the Addition of a New 3-day (MWF) Mixed-Age Morning Section for the Natural Beginnings Early Learning Program for the 2019-2020 Program Year
Commissioner Hendrix made a motion to approve the addition of a new 3-day (MWF) mixed-age morning section for the Natural Beginnings Early Learning Program for the 2019-2020 program year. Seconded by Commissioner Cesich.

**Motion:** Commissioner Hendrix  
**Second:** Commissioner Cesich  
**Roll call: Additional 3-day NB Class**

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Motion unanimously approved.

**XI. **  
**RESOLUTION #12-18-001: Approval of the Kendall County Forest Preserve District Regular Meeting and Holiday Schedule for Calendar Year 2019**

Commissioner Cesich made a motion to approve the Kendall County Forest Preserve District regular meeting and holiday schedule for calendar year 2019. Seconded by Commissioner Kellogg. Aye, all. Opposed, None.

**Motion:** Commissioner Cesich  
**Second:** Commissioner Kellogg  
**Roll call: Resolution: #12-18-001**

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Motion unanimously approved.

**XII. **  
**MOTION: Authorization the Executive Director of the District to Submit an Illinois Clean Energy Community Foundation K-12 Pollinator Schools Program Grant for an Amount Not-to-Exceed $11,000.00, Including a Commitment of $1,000.00 of District Funding to Support Educational Programming and Pollinator Habitat**

Commissioner Cesich made a motion to approve authorization the Executive Director of the District to submit an Illinois Clean Energy Community Foundation K-12 Pollinator Schools Program Grant for an amount not-to-exceed $11,000.00, including a commitment of $1,000.00 of District
funding to support educational programming and pollinator habitat. Seconded by Commissioner Hendrix.

Motion: Commissioner Cesich
Second: Commissioner Hendrix

Roll call: ICECF Grant

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Motion unanimously approved.

XIII. **MOTION:** Approval and Authorization to Establish a $200.00 Cash Change Drawer at Ellis House and Equestrian Center, Including Direction to the Ellis House and Equestrian Center Manager to Establish Proper Controls Including a Daily Tracking Log for Recording Beginning and Ending Balances

Commissioner Gryder made a motion for approval and authorization to establish a $200.00 cash change drawer at Ellis House and Equestrian Center, including direction to the Ellis House and Equestrian Center Manager to establish proper controls including a daily tracking log for recording beginning and ending balances. Seconded by Commissioner Purcell.

Motion: Commissioner Gryder
Second: Commissioner Purcell

Roll call: $200.00 Ellis change drawer

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Motion unanimously approved.

XIV. Executive Session

None.

XV. **Other Items of Business**

No other items of business were presented for discussion.
XVI. Citizens to Be Heard

No public comments were offered by citizens in attendance.

XVII. Adjournment

Commissioner Hendrix made a motion to adjourn. Seconded by Commissioner Gryder. Aye, all. Opposed, none. Meeting adjourned at 10:29 am.

Respectfully submitted,

David Guritz
Director, Kendall County Forest Preserve District
I.       Call to Order

Committee Chair Flowers called the Operations Committee meeting to order at 6:10 pm in the Kendall County Board Room.

II.      Roll Call

Commissioners Purcell, Prochaska, Gilmour, and Flowers all were present.

III.     Approval of Agenda

Commissioner Gilmour made a motion to approve the agenda as presented. Seconded by Commissioner Prochaska. All, aye. Opposed, none.

IV.      Citizens to be Heard

There were no citizens to be heard.

V.       Review of Financial Statement Reports through November 30, 2018

Director Guritz presented the preliminary financial statements through November 30, 2018. The District is ahead of revenue projections for the year. The Committee reviewed year-to-date revenues for the District’s program cost centers.

The Operations Committee discussed areas of improvement and changes in approaches during FY18 that supported revenue gains.

Director Guritz remarked Environmental Education school program, Natural Beginnings, and Ellis House and Equestrian Center riding lessons exceeded revenue projections. The Operating Committee discussed the expansion of the Natural Beginnings Early Learning Program.

VI.      Special Use Permit Requests

a. University of Illinois Cooperative Extension – 2019 Special Use Permits and Discussion of a Proposed Intergovernmental Agreement
Director Guritz presented a special use permit for the University of Illinois - Cooperative Extension. There was a meeting held with Kim Eisenaugle to review the District’s General Use Ordinance provisions and procedures for submitting special use permit requests.

The Operations Committee discussed the possibility of creating an intergovernmental agreement to simplify the Special Use permit approval process.

Commissioner Purcell made a motion to approve the special use permits request from the University of Illinois - Cooperative Extension. Seconded by Commissioner Prochaska. Aye, all. Opposed, none.

VII. KCFPD Personnel Policies Manual Review – Amended Ethics Policy Draft

Director Guritz reported on changes made to the draft personnel polices manual. Changes were made to address potential conflicts with employee interpersonal relationships and FMLA leave policies.

The Operations Committee discussed the language addressing interpersonal relations and FMLA leave. Direction was given to clear the language with the State’s Attorney’s Office.

Commissioner Gilmour made a motion to forward the KCFPD personnel policies manual review – amended ethics policy draft to Committee of the Whole. Seconded by Commissioner Prochaska. Aye, all. Opposed, none.

VIII. Operations Updates and Discussions

• Environmental Education
  1. Natural Beginnings Scholarship Program
     Emily Dombrowski, Environmental Education Program Manager, presented a Natural Beginnings scholarship offered by the Forest Foundation of Kendall County that would result in a reduction in tuition cost for the recipient.
  2. 2019 Summer Camps Schedule
     Emily Dombrowski presented the 2019 summer camp themes, age groups, and timeline.
  3. December-January Marketing Plan
     Emily Dombrowski presented the marketing plans for December and January, including Facebook ads with the Natural Beginnings open house and public programs. Strategic plans to use Facebook ads and marketing were
discussed. The school program revenue was presented with additional data requested by the Operations Committee.
The Operations Committee remarked the District pulls in quite a few schools outside of Kendall County.
Commissioner Prochaska left the meeting room at 7:25 pm.

- Grounds and Natural Resources Updates
  Director Guritz remarked on Grounds Maintenance efforts to prepare for the winter storm over the past weekend.

- Ellis House and Equestrian Center
  1. Change Drawer Petty Cash Request
  2. Preferred Catering Program – Renewal and Recruitment
     Antoinette White presented current preferred caterers and the invitation to invite additional caterers to the program. The insurance requirements have been adjusted by Commission based on responses from catering firms.
  3. 2019 Bridal Expo
     Antoinette White reported that the expo will be held on March 3, 2019.
  4. Rental Venue Coordinator – Position Evaluation Period and Incentive Program Discussion

- Illinois Clean Energy Community Foundation – K-12 Pollinator Grant
  Director Guritz presented a joint grant application with the Kendall County Outdoor Education Center for an Illinois Clean Energy Community Foundation grant. The District would be the fiscal agent providing the 10% matching funds required by the Foundation. Grant funds will support restoration efforts at Hoover Forest Preserve and tie into an IDNR-ENTICE workshop for teachers focusing on local pollinators.

- Little Rock Creek Forest Preserve – Preserve Soft-Opening Date Discussion
  Director Guritz presented updates on Little Rock Creek Forest Preserve. A site-plan tour was held with Michelle Kelly, Upland Design. The soft opening target date for the preserve is June 1, 2019.

- Pickerill-Pigott Forest Preserve – Resident Grounds Maintenance Position and Estate Use Interests
  Director Guritz reported on the need to recruit and hire a Resident - Grounds Maintenance worker. Possibilities for renting the facility were discussed.

- 2018 Farm License Updates and 2019 Farm License Agreements
  Director Guritz presented request that went out to farm license for FY18 for yield payments and FY19 agreements.
IX. Executive Session

None.

X. Other Items of Business

Antoinette White reported that there will be a fundraiser to support the Forest Foundation of Kendall County at Salsa Verde in Yorkville and Oswego on December 6, 2018.

XI. Citizens to be Heard

No public comments were offered by those in attendance.

XII. Adjournment

Commissioner Purcell made a motion to adjourn. Seconded by President Gilmour. Aye, all. Meeting adjourned at 7:37 pm.

Respectfully submitted,

David Guritz
Executive Director, Kendall County Forest Preserve District
I. Call to Order

President Gilmour called the Committee of the Whole meeting to order at 5:35 pm in the Kendall County Board Room.

II. Roll Call

Commissioners Flowers, Gilmour, Hendrix, Prochaska, Purcell, and Vickers all were present. Commissioner Gryder entered the meeting at 5:40 pm.

III. Approval of Agenda

The agenda was amended to move Executive Session to item VII.

President Flowers made a motion to approve the agenda as amended. Seconded by Commissioner Hendrix. All, aye. Opposed, none.

IV. Citizens to be Heard

There were no citizens in attendance.

V. Executive Director’s Report

Director Guritz provided an Executive Director’s report along with reports from site supervisors for the month of November. FY18 farm license yield payments are under review. The Hoover restoration project has started with support from Pizzo and Associates. Planning is underway for the District’s Winterfest scheduled for February 16, 2019. Winter grounds maintenance efforts and vandalism reports are included within the full report.

VI. MOTION: Forward Claims to Commission for an Amount Not-to-Exceed $3,609,837.56

Commissioner Hendrix made a motion to forward claims to Commission for an amount not-to-exceed $3,609,837.56. Seconded by Commissioner Flowers. Aye, all. Opposed, none.

President Gilmour remarked in FY19 there will be one Finance Committee meeting per month, with the first claims run reviewed by the Committee of the Whole.

Commissioner Gryder entered the meeting room at 5:40 pm
OLD BUSINESS

VII. Natural Beginnings Early Learning Program - Amendment of the 2-Day Tuition Fees and Addition of One 3-Day 19-20 Program Year Session

Director Guritz remarked the approved tuition for 2-day sessions presented in August for FY19-20 was $40 less than the fee that should have been presented.

Stefanie Wiencke remarked that Natural Beginnings would like to add an additional morning 3-day session due to large interest in the program. Registration has not opened to the public and half of the classes are already filled for next year. The additional session can be accommodated in the Rookery building utilizing space created by turning the art room into an additional classroom, and converting the campground check-in office.

Commissioner Flowers asked for details about additional staffing cost.

Director Guritz remarked the revenue and expenditures presented is only for the FY 18-19. Natural Beginnings part-time staff will remain part-time, with the cost for additional benefits calculated into the budget.

The Committee discussed the tuition cost of the program in comparison to other local preschool programs.

Commissioner Purcell made a motion to forward the amendment of the 2-Day Tuition Fees to Commission for approval. Seconded by Commissioner Prochaska. Aye, all. Opposed, none.

Commissioner Gryder made a motion to forward consideration of the addition of one 3-Day 19-20 program year session to Commission for approval. Seconded by Commissioner Purcell. Aye, all. Opposed, none.

VIII. Executive Session

Commissioner Vickers made a motion to enter Executive Session under 2(c)5 of the Open Meetings Act to discuss the purchase or lease of real property for the use of the public body, including meetings held for the purpose of discussing whether a particular parcel should be acquired. Seconded by Commissioner Prochaska. Roll call: Commissioners Flowers, Gilmour, Gryder, Hendrix, Prochaska, and Vickers, aye. Opposed, Commissioner Purcell.

Executive Session called to order at 6:07 pm.

Commissioner Prochaska left the meeting room at 6:45 pm and returned at 6:46 pm.

Commissioner Flowers made a motion to adjourn from Executive Session. Seconded by Commissioner Prochaska. Aye, all. Opposed, none.
NEW BUSINESS

IX. 2018 Farm License Updates and 2019 Farm License Agreements

Director Guritz presented a report on the District’s 2018 farm license agreements. The District is in the process of collecting yield payments due. The current farm operator, Trenton Toftoy, will not be farming the Fox River Bluffs property. The property is in the final year before cropland conversion.

The Committee discussed farm operator access to Henneberry Forest Preserve.

X. Illinois Clean Energy Community Foundation K-12 Pollinator Grant

Director Guritz presented information on the Illinois Clean Energy Community Foundation’s K-12 Pollinator program grant. The grant would aid in enhancing pollinator habitat at Hoover Forest Preserve. The District would receive $10,000 with a required match of $1,000.

Commissioner Purcell made a motion to forward a request to apply to the Illinois Clean Energy Community Foundation’s K-12 Pollinator grant program to Commission. Seconded by Commissioner Hendrix. Aye, all. Opposed, none.

XI. Request from The Conservation Foundation for $1,000.00 to Support Completion of a Comprehensive Conservation Agency Regional Survey of Citizen Values and Target Messaging

Director Guritz presented a request from The Conservation Foundation of $1,000.00 to support a regional survey. The details of the survey were given, including information pertaining to an opinion poll of Kendall County residents.

Commissioner Prochaska suggested the District could consider sponsoring The Conservation Foundation’s annual benefit dinner rather than extending funding support for the survey.

Commissioner Hendrix made a motion to forward the request from The Conservation Foundation for $1,000.00 to support completion of a comprehensive conservation agency regional survey of citizen values and target messaging.

Motion failed for lack of a second to the motion on the table.

XII. Request for a $200.00 Cash-Change Drawer for Ellis House and Equestrian Center

Director Guritz presented the request for a $200.00 cash-change drawer for Ellis House and Equestrian Center. The drawer would not be used as petty cash.
The Committee’s consensus was to allow for the cash-change drawer so long as a daily-cash reconciliation log is maintained.

Commissioner Prochaska made a motion to forward the request for a $200.00 cash-change drawer for Ellis House and Equestrian Center. Seconded by Commissioner Hendrix. Aye, all. Opposed, none.

XIII. Pickerill-Pigott Forest Preserve – Resident Grounds Maintenance Position and Estate Use Interests

Director Guritz presented a Pickerill-Pigott Forest Preserve – Resident Grounds Maintenance position and lease agreement template for the Pickerill estate house.

Director Guritz reported on use interests for the estate house, including University of Illinois Cooperative Extension and Soil and Water Conservation District.

The Committee discussed the potential to lease the Pickerill estate house to other government agencies. The Pickerill estate house will require several improvements in order to meet building codes for public access.

XIV. Other Items of Business

There were no other items of business discussed.

XV. Summary of Action Items
No summary of action items was presented.

XVI. Citizens to be Heard

There were no citizens in attendance.

XVII. Adjournment

Commissioner Prochaska made a motion to adjourn. Seconded by Commissioner Hendrix. Aye, all. Meeting adjourned at 7:30 pm.

Respectfully submitted,

David Guritz
Executive Director, Kendall County Forest Preserve District
To: Kendall County Forest Preserve District Board of Commissioners
From: David Guritz, Director
RE: IDNR Request – CWD Monitoring through Lethal Harvest in Select Forest Preserve Areas
Date: January 14, 2019

IDNR District Wildlife Biologist Bob Massey will be present to respond to questions from Commission regarding a proposed 2-year authorization to conduct monitoring for Chronic Wasting Disease within the following forest preserves:

1. Fox River Bluffs
2. Little Rock Creek/Maramech Forest Preserves
3. Henneberry Forest Preserve
4. Millbrook North/South Forest Preserves
5. Pickerill-Pigott Forest Preserve

The Committee of the Whole discussed the IDNR request with Tom Gargrave, IDNR State Forester, with a motion approved to forward consideration for authorizing the IDNR to conduct 2-years of monitoring through lethal harvest in selected preserve areas to Commission for consideration. The District received expressions of concern and objections to allowing the IDNR to conduct monitoring of CWD through lethal harvest from several hunters in Kendall County.

Monitoring for CWD through lethal harvest within District preserve areas is critical to achieve desired population sampling within sectors where CWD has been detected within deer populations. Deer populations in Kendall County concentrate within forest preserve areas, particularly during active hunting seasons, which increases the likelihood of transmission of CWD particularly between individual deer within family groups.

Hunting and IDNR monitoring through lethal harvest limits the White-tailed deer population and population growth in Kendall County, reducing the incident rate for disease transmission, and reducing browsing impacts within preserve areas.

While no deer-to-human transmission of CWD has been documented, CDC has put forward a list of recommendations for hunters to exercise proper handling and consumption to reduce the likelihood of transmission of the disease, including refraining from consuming meat from deer that tests positive for CWD.
Recommendations:

1. Consider support for authorizing the IDNR to conduct CWD monitoring through lethal harvest within preserve areas requested.
2. Consider the Kendall County State’s Attorney’s Office’s opinion on whether simple authorization or a formal written agreement is needed for consideration.
3. Continue to support local hunters and IDNR CWD program staff in their efforts to reduce transmission of CWD in Kendall County through support of continued harvest of deer for personal consumption and ongoing research.
4. Continue to support educational opportunities for the public to learn more about CWD and the potential for spread of the disease.
To: Kendall County Forest Preserve District Board of Commissioners

From: David Guritz, Director

Date: January 15, 2019

RE: 1. Superintendent – Grounds and Natural Resources Position Description
     2. Natural Resources Project Manager Position Description
     3. Approval of the Appointment of Retiring Superintendent Kim Olson to the
        PT Natural Resources Project Manager Position

Kim Olson, Superintendent for the Kendall County Forest Preserve District is retiring after nearly 20-years of service.

District staff recommends extension of an offer for employment to Kim Olson as a part-time Natural Resources Project Manager to extend her expertise to current projects underway, and assist with the transition of the new Superintendent with a probationary period extending through June 7, 2019, with an assigned salary of $35.00 per hour.

The Superintendent – Grounds and Natural Resources position description and Natural Resources Project Manager position description have been drafted and forwarded to the State’s Attorney’s Office for review.

The State’s Attorney’s Office has not had sufficient time to review the descriptions, recommending that the Board of Commissioners hold off on approving final descriptions until the February 5, 2019 Commission meeting.

This will not delay the District’s search and hiring significantly so long as direction is received to proceed with recruitment efforts noting within the position announcement that the final position description will be posted after February 5, 2019.

Recommendations:

1. Postpone consideration of approval of the position descriptions until the February 5, 2019 Commission meeting.
2. Provide direction to begin recruitment efforts for the District’s Superintendent, noting that a final position description will be posted with the position announcement after the February 5, 2019 meeting.
KENDALL COUNTY FOREST PRESERVE DISTRICT
JOB DESCRIPTION

CLASS TITLE: Superintendent – Grounds and Natural Resources

WAGE CATEGORY: FLSA Exempt

REPORTS TO: Executive Director of the Kendall County Forest Preserve District

EFFECTIVE DATE: January __, 2019

SUMMARY:
This position is primarily responsible for the administration, management, and supervision of the Grounds and Natural Resources division of the Kendall County Forest Preserve District.

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

- Supervision and management of permitted activities and programs.
- Supervision, coordination and direct participation within grounds and building improvement projects including construction and maintenance projects and natural area restoration projects.
- Customarily and regularly directs the work of at least two or more full-time employees (or their equivalent).
- Customarily and regularly performs supervisory and management duties in various preserve locations including, but not limited to the following:
  - Interviewing, selecting and training grounds maintenance and custodial services staff;
  - Preparing and maintaining confidential personnel records;
  - 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, maintenance and custodial services;
  - Appraising employees’ productivity and efficiency for the purpose of recommending promotions or other changes in status;
  - Handling employee and public complaints and grievances;
  - Providing 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 and custodial service employees and volunteers within the grounds maintenance division;
  - 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 for 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 the inventory, 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, and tools to be used or purchased in order to properly repair, maintain and improve the District’s grounds, buildings, natural areas, and public use areas.
- Oversees project management for the District’s construction, grounds maintenance, 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; develops bid specifications for District projects; 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 District operations and capital projects.

• Prepares monthly reports on activities for presentation to the District’s Board of Commissioners.

• Responds to off-hour emergency issues from preserve users.

• 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, cutting torches, 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:
  o 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;
  o Splitting, loading and hauling firewood;
  o Gathering, loading and hauling refuse and vegetation from grounds and user areas;
  o Removal of snow and ice from District roads/walks/trails, utilizing both snow plow and manual methods;
  o 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;
  o General road repairs including, but not limited to, asphalt patching and gravel road maintenance.
  o 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;
  o The repair of plumbing, electrical, HVAC, carpentry and paint, as needed, at District facilities and structures.
  o The inspection, maintenance, and repair of District restrooms including daily cleaning and trash removal;
  o Preparing picnic shelters, bunkhouses, 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.

• Composes and supports grant administration for preserve improvement and natural areas management projects.

• Participates in emergency preparedness and response activities as needed.

• Communicates District rules and regulations to the public, staff and volunteers.

• Serves as Acting Director in the absence of the Executive Director.

• Performs any other duties as required or assigned.

SUPERVISORY RESPONSIBILITIES:
• This position supervises Grounds Maintenance full time, part-time, and seasonal positions.

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.

A. EDUCATION and/or EXPERIENCE:
  • High school diploma or general education degree (GED) required.
• A Bachelor's degree in environmental sciences or natural resources management is preferred.
• A preferred minimum of four (4) years' experience in a grounds and/or building maintenance or similar role, with a minimum of (4) years' experience within a supervisory role, or equivalent combination of training and experience.
• Requires knowledge of grounds maintenance tools and equipment use.
• Requires knowledge of natural areas management tools, equipment, and project approaches.
• 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 Driver's License and any other licenses/certifications necessary to operate District tools and equipment.
• A valid Illinois Pesticide Operator's License or, in the alternative, obtain a valid Illinois Pesticide Operator’s 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 usually moderate to 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 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
KENDALL COUNTY FOREST PRESERVE DISTRICT
JOB DESCRIPTION

CLASS TITLE: Natural Resources Projects Manager
WAGE CATEGORY: FLSA Non-Exempt
REPORTS TO: Executive Director and Superintendent of Grounds and Resources
EFFECTIVE DATE: January __, 2019

SUMMARY:
Responsible for performing a variety of natural areas management duties throughout Kendall County Forest Preserve District Property. This position reports to the Forest Preserve District’s Executive Director and Superintendent of Grounds and Resources.

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

- Coordinates and supervises assigned staff members, outside contractors and volunteers supporting natural resource management projects within District preserves.
- Insures that natural resource project objectives and permitting requirements are fully met.
- Performs a variety of horticultural tasks including, but not limited to trimming, controlling weeds, seeding and maintaining natural areas, planting, pruning trees and shrubs, and treating and removing exotic and invasive species.
- Gathers, loads, hauls and burns vegetation, including support of prescribed burns within preserve areas.
- Regularly uses, maintains and repairs tools of the trade (both powered and non-powered equipment) including, but not limited to chainsaw(s), and other mechanical hand tools.
- Hauls and moves materials and supplies, as needed, for District and public use.
- Repairs and maintains District trails by performing duties including, but not limited to, removing fallen trees and limbs; repairing any damage caused by encroachment, erosion, or other factors.
- Collects GIS data for spreadsheet entry and management, including mapping of natural area plant communities, ecotypes, and threats.
- Supports Grounds and Natural Resources maintenance activity assignments, which may include:
  - Safe and effective operation and maintenance of District equipment including, but not limited to, pick up and dump trucks, chain saws, and trimmers.
  - Set up for events and volunteer work day functions; ensuring facilities are clean and work day equipment preparations completed prior to the start of restoration work days.
  - Locates and removes refuse from District property.
- Performs controlled burns, brush removal, seed collecting, and other natural area management assigned tasks.
- Supervises volunteers and the general public participating in natural area management workdays.
- Participates in emergency preparedness and response activities as assigned.
- Communicates District rules and regulations to the public, staff, and volunteers.
- Performs other duties as required or assigned.

SUPERVISORY RESPONSIBILITIES:
- This position supervises assigned support staff, outside contractors, District volunteers, and the general public participating in natural area management projects and workdays.

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.
A. **EDUCATION and/or EXPERIENCE:**
   - Bachelor’s degree in natural areas management and/or natural resources preferred.
   - A minimum of two (2) years’ experience in natural area and grounds resource management or similar role, or equivalent combination of training and experience.
   - 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.
   - 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 prescribed fire burn training certificate and S190 course completion or, in the alternative, successfully complete S190 coursework within the first ninety (90) days of employment.
   - A valid Illinois Pesticide Operator’s License or, in the alternative, obtain a valid Illinois Pesticide Operator’s 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 occasionally to 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, including weekends and holidays as required to support special events and restoration work days.
- Employee will be required to work in both indoor and outdoor work areas and in all weather conditions.
- Employee will be required to have frequent contact with animals, nature, volunteers, and other members of the general public.
- Employee will be exposed to various chemicals such as pesticides and fertilizers while performing assigned job duties.
- Employee will be required to operate a motor vehicle, and other restoration work vehicles and equipment to perform assigned job duties.
- Employee will be required to provide his or her own transportation 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
To: Kendall County Forest Preserve District Board of Commissioners
From: David Guritz, Director
RE: Innovative Underground – Sandwich, Illinois
     Hoover Forest Preserve – Lift Station Sewer Intake Pipe Inspection and Repair
Date: January 15, 2019

David Schultz, Project Manager with HR Green completed a site inspection and review of initial information on the status of the sewer intake pipe near the wastewater lift station at Hoover Forest Preserve.

Innovative Underground proposes removal of debris and inspection of the intake pipe to determine whether the pipe can be repaired, or if a new intake pipe is needed which will require permitting prior to commencement of the work.

The proposal and contingency should provide the funds needed to complete the clearing of debris, assessment, and imaging of the intake pipe.

Recommendation:

Consider a motion to approve the proposal from Innovative Underground of Sandwich, Illinois to complete a sewer intake pipe inspection for the Hoover Forest Preserve lift station for an amount not-to-exceed $8,000.00.
Kendall County Forest Preserve District  
Attn: Dave Guritz  
Yorkville IL

PROPOSAL  
1/14/2019

PROJECT: HOOVER FOREST PRESERVE, YORKVILLE, IL, SANITARY SEWER IMPROVEMENTS

<table>
<thead>
<tr>
<th>NO.</th>
<th>ITEM</th>
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<tr>
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<tr>
<td>1</td>
<td>SANITARY SEWER MAINTENANCE</td>
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<tr>
<td></td>
<td>- REMOVE BRANCH FROM PIPE WITH ROBOTIC CUTTER</td>
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<td></td>
<td>- CLEAN &amp; LOCATE BURIED MANHOLE</td>
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<td>- EXPOSE &amp; CLEAN OUT DEBRIS FROM MANHOLE</td>
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<tr>
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<td>- USE LIFT STATION TO PUMP DOWN SYSTEM</td>
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<td></td>
<td>- CLEAN, TELEVISE &amp; ASSESS SYSTEM</td>
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**PROPOSAL SUBTOTAL**  
$ 6,500.00

| 1   | PROJECT CONTINGENCY - UNFORESEEN CONDITIONS                          | 1   | LS  | $ 1,500.00 | $ 1,500.00 |

**PROPOSAL TOTAL (NOT TOO EXCEED)**  
$ 8,000.00

**HOURLY RATES:**
- ROBOTIC CUTTER  
  1 HR  $ 450.00
- VACTOR  
  1 HR  $ 350.00
- JETTER  
  1 HR  $ 250.00
- MAINLINE CAMERA  
  1 HR  $ 280.00
- LOCATING  
  1 HR  $ 180.00

**SCOPE OF WORK:**
- CLEAN/CLEAR PIPE DEBRIS
- LOCATE & EXPOSE BURIED/MISSING MANHOLES
- DRAIN SYSTEM USING LIFT STATION
- CLEAN & ASSESS SANITARY SYSTEM
- PROVIDE VIDEOS OF SANITARY SYSTEM

**PROVIDED BY OTHERS:**
- WATER FOR CLEANING & LINING (IF MORE IS NEEDED)

RANDY HARKER, PRESIDENT  
DATE

PROPOSAL VALID FOR 30 DAYS  
TERMS: DUE UPON COMPLETION  
WARRANTY: 5 YEARS FROM DATE OF INSTALLATION FOR LINERS  
WARRANTY: 1 YEAR FROM DATE OF CLEANING (IF CLEANING IS ALL THAT IS DONE)

SIGNATURE OF ACCEPTANCE  
DATE
To: Kendall County Board of Commissioners
From: Emily Dombrowski, Environmental Education Program Manager
RE: Making Maple Magic Fees and Charges
Date: January 15, 2019

This will be our 4th year hosting our Making Maple Magic program at Hoover Forest Preserve on March 9 from 9:30-11:30 am. Last year we had 61 participants come out for the program and this year we hope to grow the program to 75.

During the program, participants take a guided hike through the woods at Hoover Forest Preserve to learn all about the basics of making maple syrup. After the hike, they enjoy a pancake breakfast with real maple syrup!

<table>
<thead>
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<th>Name of Program</th>
<th>Date</th>
<th>Location</th>
<th>Age</th>
<th>Fee</th>
<th>Length of Program</th>
<th>Reg. Min</th>
<th>Reg. Max</th>
<th>Est. Sal.</th>
<th>Est. Supp</th>
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</thead>
<tbody>
<tr>
<td>Making Maple Magic</td>
<td>9-Mar</td>
<td>Meadowhawk Lodge</td>
<td>All Ages</td>
<td>$8 per person</td>
<td>4 hours (2 contact hours)</td>
<td>25</td>
<td>75</td>
<td>$300</td>
<td>$175</td>
<td>$175-$575</td>
</tr>
</tbody>
</table>

*$150 donation requested from the Forest Foundation
To: Kendall County Forest Preserve District Board of Commissioners

From: David Guritz, Director

RE: Bristol-Kendall Fire Department Release Agreement
Pigott Ranch House Demolition

Date: January 15, 2019

Bristol-Kendall Fire Department is requesting approval of a release agreement to allow the Department to utilize the Pigott ranch house at Pickerill-Pigott Forest Preserve for firefighter training purposes. The building will be razed by fire, with the District responsible for final grading following demolition.

During the Committee of the Whole meeting, the Committee approved a motion to forward the Bristol-Kendall Release Agreement to Commission for approval.

Recommendation:

Consider a motion to approve the release agreement with the Bristol-Kendall Fire Department to conduct demolition and burn training, and razing of the ranch house at Pickerill-Pigott Forest Preserve.
RELEASE AGREEMENT

This Release Agreement ("Agreement") is made effective on the date that both parties have executed this Agreement (the "Effective Date"), by and between Kendall County Forest Preserve ("Building Owner"), and Bristol Kendall Fire Protection District (the "Fire Department").

1. The Building Owner hereby authorizes and grants unto the Fire Department all rights and privileges to enter upon and burn/demolish a certain building or structure, formerly used as a house located at 6350A Minkler Road, Yorkville, Illinois (the "Building"), on ____________, 2018, which Building has previously been identified by the Building Owner to Mr. Jeremy Messer Smith, Training Officer of the Fire Department, as the building or structure to be burned/demolished in connection with the Fire Department's training program. Building Owner hereby represents and warrants to Fire Department that the Building is owned by Building Owner.

2. In consideration for the services provided in burning/demolishing the Building, the Building Owner hereby releases the Fire Department, its successors, assigns, officers, directors, employees, volunteers, and agents from and against any and all claims by Building Owner for any damage to the Building or any part thereof as a result of Fire Department's burning/demolition of the Building. The release in this Section 2 shall in no event be a release by Building Owner of Claims (as defined below) that Building Owner may have against Fire Department for third party claims brought against Building Owner incident to or arising out of, in connection with, or caused by, alleged to be caused by or related to the Fire Department's burning/demolition of the Building.

3. In consideration for the training opportunities to be provided to the Fire Department, the Fire Department hereby releases the Building Owner, its successors, assigns, officers, directors, employees, and agents from and against any and all Claims (as defined below) incident to or arising out of, in connection with, or caused by, alleged to be caused by or related to the Fire Department's burning/demolition of the Building.

4. Notwithstanding anything to the contrary in this Agreement, Fire Department shall indemnify, defend and hold harmless Building Owner and its subsidiaries, affiliates, officers, shareholders, directors, successors, assigns, agents and employees (collectively "Indemnities") from and against any and all costs, claims, liabilities, actions, damages, losses, liabilities, penalties, fines, liens, and expenses, including, without limitation, attorneys', consultants' and expert witness' fees (including, but not limited to, Claims of any personal injury, sickness, disease, death, damage, destruction to or loss of property of any kind) (collectively "Claims") brought by any third party against Building Owner, incident to or arising out of, in connection with, caused by, alleged to be caused by or related to Fire
Department's (including any of its subcontractors, agents, volunteers, or anyone directly or indirectly employed or supervised by Fire Department or anyone for whose acts Fire Department may be liable) burning/demolition of the Building. The foregoing indemnification shall survive the furnishing of services by Fire Department.

Building Owner understands and acknowledges that Fire Department will raze the Building by burning and/or demolition as part of a Fire Department training program and that the razing of the Building by burning and/or demolition will benefit Building Owner inasmuch as Building Owner originally contemplated the razing and demolition of the Building.

Building Owner:

Kendall County Forest Preserve

By: __________________________
    David Guritz, Director

Date: ________________________

Fire Department:

Bristol Kendall Fire Protection District

By: ________________________
    [Signature]

Name: AK JEREMY MESSERSMITH

Date: 12-24-2018
**CERTIFICATE OF LIABILITY INSURANCE**

**PRODUCER:**
Public Risk Underwriters of IL
VFIS/Midwest
555 Waters Edge, Ste 105
Lombard, IL 60148
David Christensen

**CONTACT:**
NAME: David Christensen
PHONE: 630-889-3510
FAX: 630-889-3550
EMAIL: dchristensen@idealinsil.com

**INSURED:**
Bristol Kendall FPD
Tom Lindblom
103 East Beaver Street
Yorkville, IL 60560-1704

**AMERICAN ALTERNATIVE INS CORP**
NAIC #: 19720

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**COVERAGE**

**Certificate Number:**
VFIS-TR-2062145

**Revision Number:**

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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**COVERAGES**

**TYPE OF INSURANCE**

| INSR.
| POLICY NUMBER |
|---------------|--------------|

**COMMERICAL GENERAL LIABILITY**

| CLAIMS-MADE | OCCUR |

**POLICY EFFECTIVE DATE:** 01/17/2018

**POLICY EXPIRATION DATE:** 01/17/2019

**LIMITS:**

- EACH OCCURRENCE: $1,000,000
- DAMAGE TO RENTED PREMISES (EA occurrence): $1,000,000
- MED EXP (Any one person): $10,000
- PERSONAL & ADV INJURY: $1,000,000
- GENERAL AGGREGATE: $3,000,000
- PRODUCTS COMPRO AGG: $3,000,000

**AUTOMOBILE LIABILITY**

| OWNED AUTOS ONLY | SCHEDULED AUTOS |

**POLICY EFFECTIVE DATE:** 01/17/2018

**POLICY EXPIRATION DATE:** 01/17/2019

**LIMITS:**

- EACH OCCURRENCE: $5,000,000
- AGGREGATE: $10,000,000

**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**

| ANY PROPRIETOR/EXECUTIVE OFFICER/EMPLOYEE EXCLUDED | N/A |

**POLICY EFFECTIVE DATE:** 01/17/2018

**POLICY EXPIRATION DATE:** 01/17/2019

**PER STATUTE:**

- E.L. EACH OCCIDENT: $1,000,000
- E.L. DISEASE - EA EMPLOYEE: $1,000,000
- E.L. DISEASE - POLICY LIMIT: $1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES**

For Ice Rescue Training in January 2019 and various Firefighting Training including live fire through the year till September 2019 at property located at 6350A Minkler Road, Yorkville, IL

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**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**AUTHORIZED REPRESENTATIVE:**
David Christensen

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**The ACORD name and logo are registered marks of ACORD**
FARM LICENSE AGREEMENT #19-01-001

Henneberry Property

AGREEMENT made this 15TH day of JANUARY, 2019 between the KENDALL COUNTY FOREST PRESERVE DISTRICT, a Body Corporate and Politic, 110 West Madison Street, Yorkville, IL, 60560, Licensor, and, Albert Collins, Jr. of 9555 Ament Road, Yorkville, IL 60560, Licensee, including all heirs and assigns.

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

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

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

WHEREAS, both Licensee and Licensor hereby agree that there are 51.5 tillable acres suitable for row crops on the above referenced parcels, these tillable acres hereinafter referred to as the ‘Subject Property’; and the Licensor hereby grants to the Licensee a farm License in exchange for the following goods, services, and considerations, submitted as a use fee for a term of one (1) year, beginning on January 15, 2019, and ending on December 31, 2019 subject to the conditions and limitations hereinafter mentioned.

Licensee shall pay Licensor a Base Rate of $195 per tillable acre for the License year. The Base Rate shall be payable no later than May 31, 2019, and Licensee agrees that failure to pay by this date may terminate this License.

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

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

The Yield shall be the amount of dry bushels harvested divided by the tillable acres as provided on page one (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, 2019. 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, 2019. 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. Use of atrazine (weed control) and neonicotinoid pesticides (seed treatments including imidacloprid, thiamethoxam, and clothianidin formulas) are prohibited from application within the license area.
    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, 2019. 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 Licensor 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: ________________________________ Date: ________________________________
    Judy Gilmour, President

Licensee:

By: ________________________________ Date: ________________________________
    Albert Collins, Jr. Farm Operator

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


  (((((Average Grain Price - Basis) x Yield) + Crop Insurance) x 33.33%) - Base Rent

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

The base rate amount is due May 30.
The flexible rate amount is due December 31.
FARM LEASE AGREEMENT #19-01-002

AGREEMENT made this 15th day of January, 2019 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 10820 Helmar Road, Newark, IL, 60541, IL, 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 January 15, 2019, and ending on December 31, 2019 subject to the conditions and limitations hereinafter mentioned.

Licensee shall pay Licensor a Base Rate of $200 per tillable acres on the Millbrook North Parcel, $215 per tillable acre on the Millbrook South Parcel, and $180 per tillable acre on the Millington Parcel for the License year. The Base Rate shall be payable no later than May 31, 2019, and Licensee agrees that failure to pay by this date may terminate this License.

Licensee shall pay Licensor a Flexible Rate equal to:

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

(See Exhibit A for example.)

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

The Yield shall be the amount of dry bushels harvested divided by the tillable acres as provided on page 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, 2019. 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, 2019. 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.
DRAFT FOR COMMISSION APPROVAL: 01-15-19

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. Use of atrazine (weed control) and neonicotinoid pesticides (seed treatments including imidacloprid, thiamethoxam, and clothianidin formulas) are prohibited from application within the license area.
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 2019, 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, 2019. 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: ___________________________ Date: ___________________________
    Judy Gilmour, President

Licensee:

By: ___________________________ Date: ___________________________
    Mark Mathre, Farm Operator

By: ___________________________ Date: ___________________________
    Tom Mathre, Farm Operator
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\% \) - 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.
January 9, 2019

DAVE GURITZ, EXECUTIVE DIRECTOR
KENDALL COUNTY F.P.D.
110 W. MADISON ST
YORKVILLE, IL 60560

RE: FY 2019 OSLAD and/or LWCF Grant Applications
KENDALL COUNTY F.P.D.
PPFP: ACCESS AND GLACIAL TRAIL DEVEL

Dear DIRECTOR GURITZ:

Departmental staff have completed their initial review of all local government grant applications competing for consideration of FY 2019 OSLAD/LWCF funding consideration. A total of 108 applications requesting $34.8 million in funding assistance were submitted to the Department.

All applications have been reviewed and evaluated by Departmental staff using criteria outlined on pages 15 - 17 of the OSLAD and pages 9 – 12 of the LWCF Local Participation Manuals. Final review of project applications still being considered for funding assistance will be conducted at the sub-committee of the IDNR's Natural Resources Advisory Board. Public hearings are scheduled for January 22nd at the IDNR Building located at the north end of the Illinois State Fairgrounds. Please enter the fairgrounds through Gate 7 (map enclosed) and park in lot 21.

You are invited to make a presentation on the above referenced project proposal to the sub-committee. See enclosed list for your specified time. Check in will begin at 8:00 a.m. in the lobby. Presentations are LIMITED TO THREE MINUTES per proposal.

An illustrative site development plan may be used during your presentation, but no other media presentations or handouts of any kind are allowed (an easel will be available for display of your plan). Advisory Board members will be provided excerpts from your application. Following the presentation, the spokesperson(s) for your agency should be prepared to answer questions relative to the proposal. Failure to appear at the hearing will result in your application being ineligible.

Your agency must e-mail the Department's Grants staff at dnr.grants@illinois.gov by no later than January 17th to confirm your attendance so a final agenda can be prepared for the hearings. If you are unable to send an e-mail, please call 217/782-7481.
PLEASE BE AWARE OF THIS REQUIREMENT SHOULD YOUR AGENCY RECEIVE AN OSLAD GRANT. There will be a 50% advance payment of your grant award amount; therefore, each agency receiving a Development Grant is subject to the Business Enterprise Program (BEP) provisions of the State Finance Act, and must be in compliance with the requirements of the Business Enterprise for Minorities, Females, and Persons with Disabilities Act (30 ILCS 575) and the equal employment practices of Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105). Section 45 of the State Finance Act (30 ILCS 105/) states that the grantee must submit a written certification that they are in compliance with Business Enterprise Program (BEP) practices for minority-owned businesses, female-owned businesses, and businesses owned by persons with disabilities for any construction grant award of $250,000.00 or more. In addition, the grantee must submit a BEP Utilization Plan demonstrating they have established goals for contracting with businesses that have been certified as owned and controlled by persons who are minority, female or have disabilities.

Vendors meeting the goal in the enterprise program utilization plan must have been certified and reviewed by the Business Enterprise Council which is part of the Department of Central Management Services’ Business Enterprise Program (BEP), or the vendor must meet the eligibility requirements and be fully certified in the BEP Program before grant is awarded. A contract with the Department of Natural Resources for your OSLAD project will not be executed without this documentation. Please refer to the Business Enterprise for Minorities, Females, and Persons with Disabilities Act (30 ILCS 575/) and the equal employment practices of Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105). You may also research the Department of Central Management Services’ web site for more information on the program.

We are informing you of this additional requirement now so your Agency can take the necessary steps to make sure it is in compliance when the OSLAD grants are announced.

Thank you for your interest in the OSLAD and/or LWCF grant programs. If you have any questions concerning the above, please do not hesitate to contact our office.

Sincerely,

[Signature]

Stephen F. Baggerly
Acting Office Director
Office of Grant Management and Assistance

SB/kb
Enclosures
# Illinois Department of Natural Resources Advisory Board Sub-Committee for FY 19 OSLAD/LWCF Grant Hearings

January 22, 2019 - DNR Building - Lakeview Conference Rooms A B and C - Springfield, IL

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<th>TIME</th>
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