I. Call to Order

II. Roll Call

III. Citizens to be Heard

IV. Operation Reports
   A. Ellis House & Equestrian Center
   B. Environmental Education
   C. Grounds & Natural Resources
   D. Volunteer Program
   E. Reservation Report
   F. Director's Report

V. Farm License Agreement

VI. Forest Preserve Committees Discussion

VII. Master Plan Discussion

VIII. Executive Session

IX. Other Items of Business

X. Adjournment
Ellis House & Equestrian Center  
Board Updates – April, 2014

House Bookings:

- April 6, 2014 – Bridal Shower
- April 27th – Baby Shower
- May 17, 2014 – Wedding
- June 8, 2014 – Wedding
- June 14, 2014 – Wedding
- June 21, 2014 – Wedding
- June 28, 2014 – Wedding
- July 12, 2014 – Wedding
- July 19, 2014 – Wedding
- July 26, 2014 – Wedding
- August 2, 2014 – Wedding
- August 9, 2014 – Wedding
- August 30, 2014 – Wedding
- August 31, 2014 – Wedding
- September 7, 2014 - Wedding
- September 13, 2014 – Wedding
- September 20, 2014 – Wedding
- September 27, 2014 – Wedding
- October 4, 2014 – Wedding
- June 20, 2015 – Wedding
- September 12, 2015 – Wedding

Ongoing Programs:

- Family Fun Night first Friday of every month – Friday, April 4th, attendance = 118

Meetings/Training/Expos/Annual Events:

- Tuesday, April 1st – Volunteer Appreciation Banquet
- Wednesday, April 2nd – Ellis Ad-hoc
- Saturday, April 12th – Oswego Chamber Business & Consumer Expo
- Wednesday, April 23rd – EHEC Staff meeting
- Friday, April 25th – Business over Coffee, Yorkville Chamber of Commerce

House/Property Tours:

- 12 – EHEC
- 2 - Meadowhawk
**Group Tours/Birthday/Girl/Boy Scout Parties:**
- 10 parties/groups with 137 guests

**Riding Lessons:**
- 61

**Community Service hours:**
- 102

**Volunteer Hours:**
- 111

**Total Deposits:**
- $7522.85

Other Items:
- Amy Clever began as the new Barn Manager on April 15. She is quickly learning the staff, horses and Ellis.
- The storage container has been delivered. Ron installed the gravel pad for the container and a limestone path leading to the tent pad.
- Concrete work is completed, as is the door and flooring.
- Lessons and birthday party scheduling has picked up recently with spring finally here.
- Wedding season is here. The tent has been delivered and installed. Staff – Tina, Elaine, Ron, Kim, Patrick, Craig – has all been very busy preparing.
**Programs and Community Involvement:**

- The month began with the Native American program at Hoover. Two schools selected spring for their trip and braved the winter-like conditions to step back in time to the 1700’s. This program continues our partnership with Red Hawk as a historical interpreter.
- On April 5, the Yorkville Go Green Fair was held at the Yorkville Middle School and the Forest Preserve challenged the attendees to think outside of the box and find uses for cardboard boxes.
- On April 12, the Forest Preserve staffed an education booth at the Oswego Expo and reached out to a variety of community members.
- The Over 21 group met for a hike to explore a local preserve.
- Cross Lutheran and St. Mary’s both brought out several preschool classes for spring and insect themed programs.
- Babes in the Woods and Toddlers Naturalist looked for art in nature and both classes were well attended with Picasso and play dough themes respectively.
- Traughber Jr. High in Oswego 6th grade participated in an at school field trip that focused on the soil of their restored prairie. The teachers tied the lesson into their ecology unit and the Forest Preserve created a program that is tied to the Next Generation Science Standards (NGSS) to extend the class’s learning.
- A new program that compared the differences and similarities between reptiles and amphibians was created and presented to the seven classes of kindergarten at Southbury Elementary. The program is tied to the NGSS and expended their Egg to Chick science kit.
- A partnership with the Oswegoland Library has been formed and a program on reptiles and amphibians was presented to their preschool program on April 15.
- Harris Forest Preserve was busy with fifth graders as the remaining Oswego schools attended for their spring trips. Five days of programs were held in April, with the last of the schools finishing in May.
- The evening program entitled “Magnificent Mars” was a success and families enjoyed learning about the red planet.
- Two volunteer work days were held in April and the Three Sisters Garden has been prepared to be planted and invasive plants have been removed from many of the beds. A Daisy Girl Scout Group was eager to help on one of the days.
- A Girl Scout program on orienteering was held on April 26th and all of the scouts enjoyed being able to explore as they learned how to find their way using both compasses and GPS units.

**Natural Beginnings:**

- [http://naturalstart.org/about/member-spotlight](http://naturalstart.org/about/member-spotlight): Natural Beginnings has been nationally recognized. Please visit this site to see a feature article on the program on the North American Association of Environmental Education website.
- The last theme of the year wrapped up a year of fun and learning. Students became entomologists as they studied insects for their spring unit.
- The graduating class of soon to be kindergartner’s donated handmade stepping stones to the Nature Exploration Station at Hoover.
Staff Development:
- Laura, Becca and Ylanda attended the Environmental Education Association of Illinois annual conference. The staff attended a variety of workshops and has returned with ideas on NGSS, monarch butterflies, and nature play spaces.
- Laura and Becca presented a workshop on the creation of a nature preschool. The session focused on the balance between curriculum and exploration, parent communication and assessments.

Upcoming Events:
- May 17th will the grand opening of the Nature Exploration Station with Stephanie’s Garden. The event will be held at Hoover Forest Preserve from 2-4 pm and features many community groups volunteering their time and talents. Events include music and dance performances, crafts, and hands on activities.
APRIL ACTIVITIES—FULL TIME STAFF

- We continue to clear trails from downed trees at various preserves, due to the devastation of the Emerald Ash Borer. The forests are made up of a high percentage of ash trees. The borer’s impact is now making itself known.
- We are raking and replacing the gravel at all preserves from being pushed with the snow plows.
- We are mulching at all preserves.
- We hauled and stocked Hoover with gravel for the roads there.
- We are cleaning the ditches of garbage and debris thrown and blown over the long winter.
- We repaired one of the sets of stairs at Hepatica Hill in Young Forest Preserve.
- We repaired one of the footbridges at Young Forest Preserve.
- We re-cut stumps and applied herbicide at Jay Woods Forest Preserve from a volunteer workday.
- Patrick assisted Ron at Ellis in making the new path for the new storage container by hauling away several truckloads of dirt.
- We split wood for Hoover from the trees we are removing from the trails. Reduce-Reuse-Recycle!
- We have now begun to mow.
- Everyone working on my team continues to do an outstanding job for the Kendall County Forest Preserves.

APRIL ACTIVITIES—KIM OLSON

- I am a “hands on” Superintendent...so always...all of the above alongside the guys! Along with......
- I have predominantly been in the field as the duties are ever increasing with every turn of the page.
- I continue to help Becky when needed weekly in the office to process all the Env. Ed. Program registrations and program revisions.
- I reviewed and audited the program for State of Illinois re-cert. class that offer. One of our volunteers put it all together, and did a very nice job.
- Monitoring the grounds and staff at Ellis, Hoover and all the other various preserves takes up a great deal of my time. We have grown so rapidly and it takes diligence to trouble shoot and maintain the excellence needed to make things run smoothly.

APRIL ACTIVITIES—MIKE PIERSON-HOOVER

- Mike has still been kept very busy planning the playground area along with Laura McCoy. The elaborate plans for the ever evolving garden at the Rookery are keeping him constantly at work for the Env. Ed. Dept. It is too extensive of a list of projects to fit in this report. Please ask him what all he is doing for the new gardens.
- Mike is still tending to the never ending job of filling the eternal potholes that plague the Hoover roads.
- Mike continues to study for the Wastewater treatment class/testing that he is undertaking.
- Mike has begun to mow.
- Mike and his staff continue to do an outstanding job for the Kendall County Forest Preserve District.
APRIL ACTIVITIES-RON SMRZ-ELLIS

- Ron has been relieved of horse care duties upon the hiring of the new barn manager. Just in time for the busy season coming in.
- Ron put 3 new windows in the Ellis House kitchen with the assistance of Marty Vic, who floats from Hoover to Ellis assisting wherever the need is most.
- Ron created a new stone pathway to the tent pad and back from the new storage container for the tables and chairs.
- Ron worked with the concrete contractor and the barn repairs contractor until completion of the projects.
- Ron has been mulching, landscaping and mowing.
- Ron continues to do an outstanding job for the Kendall County Forest Preserve District.

ROUTINE DUTIES-FULL TIME STAFF

- The full time staff is responsible for ALL maintenance required to successfully run the Kendall County Forest Preserve District properties. This includes but is not limited to the following:
  Electrical, plumbing, carpentry, equipment operation, mechanical / equipment repairs, painting, herbicide application, prescribed burns, logging records of all restoration efforts, tree removal, demolition/building of structures, snow removal, testing of water supplies, cleaning of all buildings, Forest/Prairie restoration, road, parking lots and trail maintenance, education, various Ranger duties and mowing.

ROUTINE DUTIES-KIM OLSON

- Anything that Jason may direct me to do.
- Stepping in and assisting wherever needed due to any absences in any department.
- Obtaining quotes and meeting with contractors when projects are pending.
- Managing and scheduling all staff, including Mike at Hoover, and Ron at Ellis.
- Troubleshooting and taking preventative measures at all times to ensure a safe and enjoyable experience for our all guests.
- Educating, informing and communicating with the public.
- Prioritizing and dispatching staff for maximum efficiency and production.
- Opening and closing of preserves as needed to assist on days off and Holidays.
- 24/7/365 on call for staff and Sheriff's Department for any issues that may arise (and I do get them at all hours.)
- Scheduling/on call for deputy details/patrols.

ROUTINE DUTIES-MIKE PIERSON: same as Kim Olson and crew, and:

- Mike is our on-site certified mechanic for the entire FP fleet.
- Mike is responsible for all Hoover grounds, buildings and woodlands and trails, maintenance and repairs.
- Mike does care, testing, monitoring and maintenance of lagoon and water treatment systems, testing both daily and monthly.
- Mike supervises part-time staff and also court services individuals.

ROUTINE DUTIES-RON SMRZ: same as Kim Olson and crew, and:

- Ron is responsible for all the Ellis House & grounds, including Baker Woods Forest Preserve.
MONTHLY REPORT TO THE
KENDALL COUNTY FOREST PRESERVE DISTRICT COMMISSION

April 2014

Jody Strohm; Natural Areas Volunteer Coordinator, Accounts Payable

NATURAL AREAS VOLUNTEER (NAV) PROGRAM

Total Volunteer Hours: 139.5
Breakdown of Volunteer Hours:
  Restoration – 61.5
  Trail Monitor - 44.75
  Other - 33.0

Each workday I plan and prepare for the needs of the particular job we’re doing. This includes selecting and visiting the site to strategize the best approach based upon topography, hydrology, the season and of course, the weather conditions. The April workday was a brush clearing effort.

We worked at Blackberry Trail Forest Preserve felling trees in a restored prairie. To the right is Connie P. cleaning up litter after we cleared brush and sprayed stumps with herbicide, then seeded the area. The volunteers work hard.

At left is a picture of my car filled up for our April workday. Fact is, restoration requires scads of tools and equipment, and the more volunteers the more equipment you need to bring. I have been fortunate that my back seats fold down so I could fit a lot in there.

What you don’t see is Jason’s truck, which carried the rest of the things that didn’t fit in my car, including the herbicide sprayers which law prohibits me from carrying in my hatchback. Although it has not arrived yet, I would like to thank you for including the NAV F150 in the budget this year.
I gathered the Plants of Concern volunteers for a meeting to review procedure and plan for the 2014 season.

The garlic mustard started bolting and many volunteers have spent a good amount of time pulling that as well. It’s a yearly maintenance job in restoration areas that have been previously cleared.

I’ve been working with Ken M., who is making a CD with the power point presentation and voice-overs Kim and I provided for volunteer herbicide training.

I went to the FREP monthly meeting at The Conservation Foundation’s new property by Ottawa. We discussed how they implement their volunteers and restoration. They found the funds to use a crew of 3-5 trained AmeriCorps volunteers—to the tune of $1200.00 a day!

**ACCOUNTS PAYABLE**

Three voucher dates were scheduled this month as the second voucher date in April was earlier than usual. This worked out to my advantage because May is going to be the busiest of the Spring months this year. The first voucher period of each month always requires the most time. Processing the credit cards and AT&T necessitate special handling, so getting a jump start on it was helpful.

![The view from my front seat.](image)
KENDALL COUNTY FOREST PRESERVE
MONTHLY REPORT – APRIL 2014

RESERVATIONS

Harris Forest Preserve

0 Internal Event - 0 guests
4 External Event - 150 guests

Guests:  Family Birthday Party
          Family Easter Celebration
          Girl Scouts Earth Day Celebration

Jay Woods, Richard Young and Subat Forest Preserves

0 Events

Hoover Forest Preserve  (includes Meadowhawk Lodge)

1 Internal events:  25 guests: Babes in the Woods – Secret Spring Garden

38 External events: - 2,530 guests

Guests:  Yorkville Fury Baseball Team Practices & Games
          KC Forest Foundation Meeting
          Scout Troops – Three Fires Council: P688, T256, & Girl Scout GSNI 409
          Family Birthday Celebrations
          Labyrinth Trial Workshop
          Bridal Shower
          University of Illinois – Environmental in Action

Historic Courthouse

Internal:  1 event – 8 guests

External:  16 events – 414 guests

Guests:  Kendall County Probation Department – Family Group Sessions
          Yorkville Art Show
          ROE – Bus Driver Training & Truancy Hearing
          KC Administration – Ergonomics Training
          Bridal Shower
          KC Republican Meeting

Becky Antrim
Reservation Coordinator
Forest Preserve Director Report
April 2014

- Continue to work on the District’s Master Plan. The initial drafting is almost 100% complete, which is obviously the most time consuming part of the process. After discussions and changes are made by the FP Committee, it will take a fair amount of time to format the document and add pictures and graphics. The GIS staff, especially Jonathan O. and Chris B., has been very helpful with creating maps and helping to reconcile parcel data.

- Preparing land acquisition grant applications. I am meeting with our grant administrator on Friday to continue this work and will set firm dates for the two programs with open application deadlines.

- Working on summer edition of ‘Stepping Stones’.

- Continue to work on the HR audit.

- Continue to work on finance restructure with staff and Latreese Caldwell.

- HR duties - pay vouchers, track employee vacation and S/P time, track PT employee hours, etc.

- Meeting agendas, packets, minutes.

- Staff meetings, discussions, delegation & supervision.

- Attended volunteer restoration workday, Family Fun Night, Forest Foundation of Kendall County meeting, Oswego Chamber of Business Expo, led the Over 21 Club hike at Young FP, and helped out with a couple of Environmental Education school programs.
FARM LICENSE AGREEMENT

AGREEMENT made this __ day of _____________, 2014 between the KENDALL COUNTY FOREST PRESERVE DISTRICT, a Body Corporate and Politic, 110 West Madison Street, Yorkville, IL, 60560, Licensor; and Mark Mathre, of 13505 Newark 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; 04-32-100-009 (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 151.81 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 1, 2014, and ending on December 31, 2014 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 30th 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. 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 FOREGOING:

1. The proceeding introductory language is made a part hereof and incorporated herein.

2. This Agreement grants only a contractual license to use the Subject Property under the terms and conditions state above. Further, the rights granted by District herein shall vest only in Licensee and no such rights shall vest in any of Licensee’s employees, agents, subcontractors or partners, if any. Nothing in this Agreement shall be construed to convey to Licensee any legal or equitable interest in the Subject Property.

3. Licensor makes no claims as to the tax status of the Subject Property. In the event the Subject Property should be assessed and taxed pursuant to the process outlined in 35 ILCS 205/19, it shall be the obligation of the Licensee to pay such taxes as are incurred during the term of this license. In the event the Subject Property becomes taxable at any time during the term of this License, Licensee shall be required to pay those taxes that are incurred during the term of this License. At the termination of this Agreement, Licensee shall pay tax incurred during the term of this license, though not yet due and owing. Where taxes have yet to be determined, Licensee shall pay the estimated taxes based on 100% of the previous year’s taxes. Any such taxes shall be prorated as needed.

4. The Licensor agrees that the Licensee may, without further license on the part of the Licensor, use the Subject Property for the purpose of farming the land. If there are highly erodible soils on the Subject Property, the Licensee is responsible for maintaining the soil according to the methods adopted in Licensee’s farming plan approved by the Kendall County Soil and Water Conservation District. Said report must be submitted to the Licensor on or before ground breaking on the first year covered by this License. Failure to submit this report by this date may terminate this License.

5. The Licensee has inspected the Subject Property and structures prior to signing this Agreement and accepts the conditions of these “as is.”

6. The Licensee agrees to farm the Subject Property in a husband-like manner, utilizing conservation tillage methods.

7. Licensee shall keep and provide to the Licensor the following records:
   A. Soil Samples – The Licensee shall conduct annual soil testing (2.5 acre grid), with such costs split evenly with the Licensor. Soil test results shall be due to the Licensor by December 30. 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.
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 years 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 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.

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.

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 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 30th of the first year of the License. Failure to submit such proof by this date may terminate this License. Policy must cover all contractors hired by the 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 agrees he will defend, indemnify and hold harmless Licensor, its officers and employees against any and all liability, loss, costs, damages and expenses (including attorney’s fees) which Licensor, its officers or employees may hereafter sustain, incur, or be required to pay arising out of the Licensee’s negligence, performance or failure to adequately perform its obligations pursuant to this Agreement. The provisions of this section shall be in addition to, and shall not be limited by, the amounts of any insurance provided by Licensee pursuant to this Agreement.

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: ____________________________

Jeff Wehrli, 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\%\) - \text{Base Rent}

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

The base rate amount is due May 30.
The flexible rate amount is due December 31.