KENDALL COUNTY FOREST PRESERVE DISTRICT

AGENDA

TUESDAY
DECEMBER 17, 2013
9:00 A.M.
KENDALL COUNTY BOARD ROOM

I. Call to Order

II. Pledge of Allegiance

III. Invocation

IV. Roll Call

V. Citizens to be Heard

VI. Approval of Minutes
   A. Forest Preserve District minutes of November 5, 19, & 26
   B. Forest Preserve Committee minutes of November 1, 8 & 13
   C. Finance Committee minutes of November 14 & 26

VII. Approval of Claims in an amount not to exceed $1,970,000

VIII. 2014 Meeting Schedule

IX. Facility Rental Fee Schedule Revision

X. Authorization to File Petition for Disconnection of 6,948.1 Acres of Land at Hoover Forest Preserve from The United City of Yorkville

XI. Approval of:
   A. Contract between the Kendall County Forest Preserve District and Republic Services for Garbage & Recycling Pickup services from 3/2014 to 3/2017 in amount not to exceed $385 per month
   B. The purchase of tables and chairs from Event Equipment Sales in an amount not to exceed $16,500
   C. The purchase of a snowblower from Dekane Equipment in amount not to exceed $650
   D. The purchase and installation of flooring from Coffman Carpets in an amount not to exceed $5750
   E. The purchase of an information kiosk from Imagine Nation Inc. in an amount not to exceed $7700

XII. Farm License Agreements between the Kendall County Forest Preserve District &:
   A. Albert Collins, Jr. from 1/1/2014 through 12/31/2014 for the Henneberry property (PIN# 06-06-400-002, 06-06-498-001, 06-06-497-001, 06-06-497-002) in an amount not to exceed (a) the base rent of $18,525 and (b) the flexible rate of $((average grain price-basis) x yield + crop insurance) x 33.33% - base rent.
   B. Trenton Toftoy from 1/1/2014 through 12/31/2014 for the Bright property (PIN# 04-28-300-002, 04-29-300-011, 04-29-300-013, 04-32-100-007, 04-32-100-009) in an amount not to exceed (a) the base rent of $23,500 and (b) the flexible rate of $((average grain price-basis) x yield + crop insurance) x 33.33% - base rent.
   C. Eugene Homering from 1/1/2014 through 12/31/2014 for Baker Woods Forest Preserve - West Section (PIN # 09-16-200-013) in an amount not to exceed (a) the base rate of $10,065 and (b) the flexible rate of $((Average Grain Price - Basis) x Yield) + Crop Insurance x 33.33% - Base Rent.
   D. Donald & Beth Young from 1/1/2014 through 12/31/2014 for the Galena Road property (PIN# 02-10-400-001, 02-11-151-003) in an amount not to exceed (a) the base rate of $2160 and (b) the flexible rate of $((Average Grain Price - Basis) x Yield) + Crop Insurance x 33.33% - Base Rent.
   E. Dan Roberts and Don Roberts from 1/1/2014 through 12/31/2014 for Baker Woods Forest Preserve (PIN# 06-09-400-003, 06-10-300-002) in an amount not to exceed (a) the base rate of $6970 and (b) the flexible rate of $((Average Grain Price - Basis) x Yield) + Crop Insurance x 33.33% - Base Rent.
   F. Majestic Nursery from 1/1/2014 through 12/31/2014 for Millbrook North Forest Preserve (PIN# 04-09-100-008) in an amount not to exceed $1265.

XIII. Executive Session

XIV. Other Items of Business

XV. Adjournment
I. Call to Order
The meeting was called to order by President Jeff Wehrli at 6:00 pm in the Kendall County Board Room.

II. Pledge of Allegiance

III. Invocation

IV. Roll Call
Commissioners present by roll call and constituting a quorum were Amy Cesich, Lynn Cullick, Elizabeth Flowers, Judy Gilmour, Scott Gryder, Dan Koukol, Matthew Prochaska, John Purcell, John Shaw, and Jeff Wehrli.

V. Citizens to be Heard
No citizens requested to be heard.

VI. Approval of Bills - $46,295.83
The commissioners reviewed the bills. Commissioner Flowers moved to approve the bills for payment in the amount of $46,295.83. Commissioner Cullick seconded the motion. The motion was unanimously approved on a roll call vote.

VII. FY14 Tentative Budget
The commissioners reviewed a tentative FY14 budget for the District. Commissioner Flowers moved to place the tentative budget on file with the Kendall County Clerk. Commissioner Cullick seconded the motion. The motion was unanimously approved on a voice vote.

VIII. Executive Session
No executive session was held.

IX. Other Items of Business
No other items of business were discussed.

X. Adjournment
Commissioner Flowers moved to adjourn the meeting at 6:10 pm. Commissioner Koukol seconded the motion. The motion was unanimously approved on a voice vote.

Submitted by,

Jason Pettit
Director
I. Call to Order
The meeting was called to order by President Jeff Wehrli at 9:03 am in the Kendall County Board Room.

II. Pledge of Allegiance

III. Invocation

IV. Roll Call
Commissioners present by roll call and constituting a quorum were Amy Cesich, Judy Gilmour, Scott Gryder, Dan Koukol, Matthew Prochaska, John Purcell, John Shaw and Jeff Wehrli.

V. Citizens to be Heard
No citizens requested to be heard.

VI. Approval of Minutes
Commissioner Cesich moved to approve the following:
A. Forest Preserve District minutes of October 1 & 15
B. Forest Preserve Committee minutes of October 9
C. Forest Preserve Finance minutes of October 7, 10, & 24
D. Ellis Ad-hoc Committee minutes of October 2
E. Planning Ad-hoc Committee minutes of October 22
Commissioner Shaw seconded the motion. The motion was unanimously approved on a voice vote.

VII. Approval of Bills - $10,344.12
The commissioners reviewed the bills. Commissioner Cesich moved to approve the bills for payment in the amount of $10,344.12. Commissioner Shaw seconded the motion. The motion was unanimously approved on a roll call vote.

VIII. Reports
A. Finance Committee – This committee has been working on the FY14 budget.
B. Ellis Ad-hoc Committee – There was no meeting in November.
C. Planning Ad-hoc Committee – The next meeting is November 26. This committee is close to beginning to bring materials to the FP Committee meetings.

IX. Executive Session
No executive session was held.

X. Other Items of Business
No other items of business were discussed.

IX. Adjournment
Commissioner Shaw moved to adjourn the meeting at 9:07 am. Commissioner Koukol seconded the motion. The motion was unanimously approved on a voice vote.

Submitted by,

Jason Pettit
Director
I. Call to Order
The meeting was called to order by President Jeff Wehrli at 6:10 pm in the Kendall County Board Room.

II. Pledge of Allegiance

III. Invocation

IV. Roll Call
Commissioners present by roll call and constituting a quorum were Amy Cesich, Elizabeth Flowers, Judy Gilmour, Scott Gryder, Dan Koukol, Matthew Prochaska, John Purcell, John Shaw and Jeff Wehrli.

V. Citizens to be Heard
No citizens requested to be heard.

VI. Approval of Claims - $9680.66
The commissioners reviewed the bills. Commissioner Flowers moved to approve the bills for payment in the amount of $9680.66. Commissioner Gryder seconded the motion. The motion was unanimously approved on a roll call vote.

VII. Approve FY2013-14 Budget & Appropriation Ordinance
No action was taken.

VIII. Approve FY2013-14 Tax Levy Ordinance
No action was taken.

IX. Amended FY2012-13 Budget & Appropriation Ordinance
No action was taken.

X. Executive Session
Commissioner Flowers moved to enter into executive session at 6:15 pm for the purpose of litigation, when an action against, affecting or on behalf of the particular public body has been filed and is pending before a court or administrative tribunal, or when a public body finds that an action is probable or imminent. Commissioner Purcell seconded the motion. The motion was unanimously approved on a roll call vote.

Commissioner Koukol moved to come out of executive session at 6:48 pm. Commissioner Prochaska seconded the motion. The motion was unanimously approved on a voice vote.
XI. Other Items of Business
A special Forest Preserve Commission meeting will be held on December 2, 2013 at 5:00 pm in the County Board Room.

XII. Adjournment
Commissioner Prochaska moved to adjourn the meeting at 6:49 pm. Commissioner Cesich seconded the motion. The motion was unanimously approved on a voice vote.

Submitted by,

Jason Pettit
Director
I. Call to Order
President Jeff Wehrli called the meeting to order at 3:30 p.m.

II. Roll Call
Present by roll call and constituting a quorum was: Amy Cesich, Lynn Cullick, Elizabeth Flowers, Judy Gilmour, Dan Koukol, Matt Prochaska, John Purcell, John Shaw, and Jeff Wehrli.

III. Citizens to be Heard
No citizens asked to speak.

IV. FY14 Budget
The committee reviewed the draft FY14 budget. Discussions were held on liability insurance rates and options, workman’s comp reimbursement to Kendall County, programming revenues, tracking of expenses, and salaries.

V. Executive Session
No executive session was held.

VI. Other items of business
There were no other items of business.

VII. Adjournment
Commissioner Cesich made a motion to adjourn the meeting at 5:05 pm. Commissioner Cullick seconded the motion. The motion was unanimously approved on a voice vote.

Respectfully Submitted,

Jason Pettit
Director
I. Call to Order
President Jeff Wehrli called the meeting to order at 3:05 p.m.

II. Roll Call
Present by roll call and constituting a quorum was: Amy Cesich, Lynn Cullick, Judy Gilmour, Matt Prochaska, John Purcell, and Jeff Wehrli. Scott Gryder arrived at 3:08 pm and Dan Koukol arrived at 3:12 pm.

III. Citizens to be Heard
No citizens asked to speak.

IV. FY14 Budget
The committee reviewed the draft FY14 budget. Discussions were held on the planned one week salary delay and lump sum payments to employees, bond interest transfer, insurance, credit card fees, programming, and facility rentals.

V. Executive Session
Commissioner Prochaska moved to enter into executive session 4:41 pm for the purpose of the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body or legal counsel for the public body, including hearing testimony on a complaint lodged against an employee of the public body or against legal counsel for the public body to determine its validity. Commissioner Gilmour seconded the motion. The motion was unanimously approved on a roll call vote.

Commissioner Koukol moved to come out of executive session at 5:27 pm. Commissioner Purcell seconded the motion. The motion was unanimously approved on a voice vote.

VI. Other items of business
There were no other items of business.

VII. Adjournment
Commissioner Koukol made a motion to adjourn the meeting at 5:29 pm. Commissioner Cullick seconded the motion. The motion was unanimously approved on a voice vote.

Respectfully Submitted,

Jason Pettit
Director
I. Call to Order
President Jeff Wehrli called the meeting to order at 5:30 p.m.

II. Roll Call
Present by roll call and constituting a quorum was: Amy Cesich, Elizabeth Flowers, Judy Gilmour, Dan Koukol, Matt Prochaska, John Purcell, John Shaw, and Jeff Wehrli.

III. Citizens to be Heard
No citizens asked to speak.

IV. Operations Reports
A. Ellis House & Equestrian Center – The busy wedding season wrapped up on November 2. Family Fun Night has 277 attendees in October and there were 12 birthday parties.

B. Education Programs – School programs and Natural Beginnings have been keeping the staff busy this fall. Laura is on maternity leave until January 2.

C. Grounds & Natural Resources – Gravel repairs, downed tree cleanup, deer stand checks, prepping fire breaks, facility maintenance, and fencing kept the crew busy in October.

D. Natural Area Volunteer Program – Volunteers have been seed collecting a lot this month, with over 30 species collected so far. Jody attended a volunteer coordinator meeting with staff from many Forest Preserve Districts.

E. Director Report – Flood and FEMA, IDOT property on River Road, RFQs for garbage/recycling service, newsletter, farm licenses, FY14 budget, master plan, human resource and administrative duties are highlights this month.

V. Finance Report
A. Financial Reports – The committee reviewed the financial reports.

B. Capital Budget – The committee reviewed the capital budget.

C. FY14 Budget – The committee reviewed a draft of the FY14 budget. The committee discussed credit cards fees, program fees, facility rental rates, insurance, and workman’s comp.

VI. Farm License Agreements
The committee reviewed a 2014 farm license agreement example. The agreements are the same as in 2013. The agreements will be brought to future FP District meetings for approvals.

VII. Executive Session
No executive session was held.
VIII. Other items of business
There were no other items of business.

IX. Adjournment
Commissioner Flowers made a motion to adjourn the meeting at 6:45 pm. Commissioner Prochaska seconded the motion. The motion was unanimously approved on a voice vote.

Respectfully Submitted,

Jason Pettit
Director
I. Call to Order
Chair Lynn Cullick called the meeting to order at 2:05 p.m.

II. Roll Call
Present and constituting a quorum were Amy Cesich, Lynn Cullick, Elizabeth Flowers, and Judy Gilmour.

III. Citizens to be Heard
No citizens asked to be heard

IV. Claims Review - $10,344.12
The committee reviewed the claims listing. Commissioner Cesich moved to approve and forward to the full Commission the claims listed in the amount of $10,344.12. Commissioner Flowers seconded the motion. The motion was unanimously approved on a voice vote.

V. FY14 Budget Discussion
The committee briefly discussed the FY14 budget and renaming a line item.

VI. Other Items of Business
No other items of business were discussed.

VII. Adjournment
Commissioner Flowers moved to adjourn the meeting at 2:20 p.m. Commissioner Purcell seconded the motion. The motion was unanimously approved on a voice vote.

Respectfully Submitted,

Jason Pettit
Director
KENDALL COUNTY FOREST PRESERVE DISTRICT
Finance Committee of the Whole
Meeting Minutes
November 26, 2013

I. Call to Order
President Jeff Wehrli called the meeting to order at 4:50 p.m. in the Historic Courthouse.

II. Roll Call
Present and constituting a quorum were Amy Cesich, Judy Gilmour, Scott Gryder, Matt Prochaska, John Purcell, and Jeff Wehrli. Elizabeth Flowers arrived at 5:12 pm.

III. Citizens to be Heard
No citizens asked to be heard

IV. Claims Review - $9680.66
The committee reviewed the claims listing. Commissioner Gilmour moved to approve and forward to the full Commission the claims listed in the amount of $9680.66. Commissioner Gryder seconded the motion. The motion was unanimously approved on a voice vote.

V. FY2013-14 Budget & Appropriation Ordinance
The committee discussed the FY14 budget. Full-time salaries were discussed in detail. The consensus of the committee was to keep the salaries as presented in the budget, and to increase revenue line items $5000. Commissioner Flowers moved to approve and forward the FY2013-14 Budget & Appropriation Ordinance as amended to the Forest Preserve Commission. Commissioner Prochaska seconded the motion. The motion was unanimously approved on a voice vote.

VI. FY2013-14 Tax Levy Ordinance
The committee reviewed the tax levy ordinance.

VII. Amended FY2012-13 Budget & Appropriation Ordinance
The committee reviewed the amended budget.

VIII. Executive Session
No executive session was held.
IX. **Other Items of Business**
No other items of business were discussed.

X. **Adjournment**
Commissioner Flowers moved to adjourn the meeting at 5:42 p.m.
Commissioner Prochaska seconded the motion. The motion was unanimously approved on a voice vote.

Respectfully Submitted,

Jason Pettit
Director
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**Total VETERANS ASSISTANCE COMMISSO** | $7,421.60

**FP BOND PROCEEDS 2007**

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<tr>
<th>Vendor#</th>
<th>Name</th>
<th>Invoice #</th>
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<th>Date</th>
<th>Budget #</th>
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<tr>
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<tr>
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<td>CHARLES H SCHRADER &amp; ASSOC</td>
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<td>GRANT WRITING</td>
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<td>PROJECT FUND EXPENSES</td>
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**Total FP BOND PROCEEDS 2007** | $5,624.00

**FP DEBT SERVICE 2007**

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</thead>
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<tr>
<td>491</td>
<td>AMALGAMATED BANK OF CHICAGO</td>
<td>AMALG-3</td>
<td>FUNDS BOND ISSUE 291</td>
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**Total FP DEBT SERVICE 2007** | $1,635,187.50

**GRAND-TOTAL** | $3,297,346.46

**TOTAL FP Exp** | $1,966,953.58
## Kendall County Forest Preserve District
### Meeting Schedule - 2014

<table>
<thead>
<tr>
<th>Committee</th>
<th>Date and Time</th>
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<tbody>
<tr>
<td>Forest Preserve Commission (1st)</td>
<td>1st Tuesday of the month, 6:00 PM</td>
</tr>
<tr>
<td>Forest Preserve Commission (2nd)</td>
<td>3rd Tuesday of the month, 9:00 AM</td>
</tr>
<tr>
<td>Forest Preserve Committee</td>
<td>Wednesday before 2nd meeting, 5:30 PM</td>
</tr>
<tr>
<td>Finance Committee (1st)</td>
<td>Thursday before 2nd meeting, 2:00 PM</td>
</tr>
<tr>
<td>Finance Committee (2nd)</td>
<td>Thursday after 2nd meeting, 9:00 AM</td>
</tr>
<tr>
<td>Ellis Ad-hoc Committee</td>
<td>1st Wednesday of the month, 9:30 AM</td>
</tr>
<tr>
<td>Planning Ad-hoc Committee</td>
<td>4th Tuesday of the month, 3:30 PM</td>
</tr>
</tbody>
</table>

Unless otherwise specified, all meetings are held in the:

**Kendall County Office Building**
County Board Room 210
111 West Fox Street
Yorkville IL 60560

**Ellis House**
13986 McKanna Road
Minooka IL 60447

**Historic Courthouse**
110 West Madison Street
Yorkville IL 60560
Kendall County Forest Preserve District  
Facility Rental Fee Schedule

<table>
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<tr>
<th></th>
<th>Current Rates</th>
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<th>Proposed Rates</th>
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<td>Resident</td>
<td>Non-Res</td>
<td>Resident</td>
<td>Non-Res</td>
</tr>
<tr>
<td>Picnic Shelters</td>
<td>40</td>
<td>60</td>
<td>50</td>
<td>75</td>
</tr>
<tr>
<td>Family Camping</td>
<td>10</td>
<td>15</td>
<td>15</td>
<td>25</td>
</tr>
<tr>
<td>Group Camping</td>
<td>50</td>
<td>75</td>
<td>50</td>
<td>75</td>
</tr>
<tr>
<td>Bunkhouses</td>
<td>120</td>
<td>180</td>
<td>150</td>
<td>210</td>
</tr>
<tr>
<td>Firewood</td>
<td>10</td>
<td>10</td>
<td>15</td>
<td>15</td>
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Reservation Numbers - December 1, 2012 - November 30, 2013:

<p>| | |</p>
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<tr>
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<td>Picnic Shelters</td>
<td>192</td>
</tr>
<tr>
<td>Group Camping</td>
<td>51</td>
</tr>
<tr>
<td>Bunkhouses</td>
<td>129</td>
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</table>
PETITION FOR DISCONNECTION OF LAND FROM
THE UNITED CITY OF YORKVILLE

1. The Kendall County Forest Preserve District is the legal owner of record for the following described property, which is presently located in the jurisdiction of the United City of Yorkville, Kendall County, Illinois:

That part of the South Half of Section 31, Township 37 North, Range 7 East of the Third Principal Meridian described as follows: Commencing at the Northeast Corner of Lot 10 in "Fox Glen, Kendall Township, Kendall County, Illinois"; thence North 21°41'02" West, along the northerly extension of the Easterly Line of said Lot 10, a distance of 100.78 feet to the North Line of the former Burlington Northern and Santa Fe Railroad; thence North 61°10'23" East, along said North Line, 770.11 feet for the point of beginning; thence North 17°30'25" West, 469.13 feet; thence South 61°10'23" West, 704 feet; thence South 28°49'37" East, 460 feet to said North Line of the former Burlington Northern and Santa Fe Railroad; thence North 61°10'23" East, along said North Line, 611.92 feet to the point of beginning in the United City of Yorkville, Kendall County, Illinois, and containing 6.9481 acres (See Exhibit A attached).

2. As owner of record, The Kendall County Forest Preserve District hereby petitions the corporate authorities of the United City of Yorkville to allow for the disconnection of the above described property pursuant to 65 ILCS 5/7-3-4, which allows any territory within a municipality, which is upon the border but within the boundaries of the municipality, to be disconnected from the municipality, in the discretion of its corporate authorities, upon petition by the property’s owner of record.

3. In requesting this disconnection, the Kendall County Forest Preserve District attaches to this Petition a certificate from the Kendall County Clerk, which demonstrates that no city taxes or assessments are due and owing at this time. (See Exhibit B attached).
4. The above described property meets all of the statutory requirements for disconnection under 65 ILCS 5/7-3-4 as it is currently within the boundaries of the United City of Yorkville, while on the border of the municipality, and it has no city taxes or assessments due and owing.

5. Petitioner requests that following no less than 30 days after filing of this Petition, the City Council pass an Ordinance in which said property described above is disconnected from the municipality and its jurisdiction pursuant to 65 ILCS 5/7-3-4.

KENDALL COUNTY FOREST PRESERVE

By: __________________________

Jeff Wehrli

Title: President, Kendall County Forest Preserve District

Date: __________________________

Attest: ________________________
CERTIFICATION

I, Debbie Gillette, the Kendall County Clerk and Recorder, hereby certify that the following property which is located within Parcel Number 02-31-300-012, in the United City of Yorkville, Kendall County, Illinois, currently has no city taxes or assessments due or owing at the time of the filing of its Petition to Disconnect:

That part of the South Half of Section 31, Township 37 North, Range 7 East of the Third Principal Meridian described as follows: Commencing at the Northeast Corner of Lot 10 in “Fox Glen, Kendall Township, Kendall County, Illinois”; thence North 21°41'02” West, along the northerly extension of the Easterly Line of said Lot 10, a distance of 100.78 feet to the North Line of the former Burlington Northern and Santa Fe Railroad; thence North 61°10'23” East, along said North Line, 770.11 feet for the point of beginning; thence North 17°30'25” West, 469.13 feet; thence South 61°10'23” West, 704 feet; thence South 28°49'37” East, 460 feet to said North Line of the former Burlington Northern and Santa Fe Railroad; thence North 61°10'23” East, along said North Line, 611.92 feet to the point of beginning in the United City of Yorkville, Kendall County, Illinois, and containing 6.9481 acres

FURTHER, Affiant sayeth not.

________________________________________    
Debbie Gillette

SUBSCRIBED and SWORN
To before me this _____ day of December, 2013.

______________________________
NOTARY PUBLIC
Map of Territory De-Annexed from
THE UNITED CITY OF YORKVILLE
Kendall County
Illinois

STATE OF ILLINOIS
COUNTY OF KENDALL

I, PHILIP D. YOUNG, AN ILLINOIS PROFESSIONAL LAND SURVEYOR
AND AN OFFICER OF PHILIP D. YOUNG AND ASSOCIATES, INC., STATE
THAT I HAVE PREPARED THIS PLAN.

DATED APRIL 22, 2013 AT YORKVILLE, ILLINOIS

PHILIP D. YOUNG
ILLINOIS PROFESSIONAL LAND SURVEYOR
NO. 2678 (EXPIRES 11/30/14)

TRACT TO BE REMOVED FROM THE CORPORATE LIMITS
OF THE UNITED CITY OF YORKVILLE,

6.9481 ACRES

LEGAL DESCRIPTION OF TRACT TO BE REMOVED FROM THE
CORPORATE LIMITS OF THE UNITED CITY OF YORKVILLE,
KENDALL COUNTY, ILLINOIS:

THAT PORTion of the South Half of Section 31, Township 37
North, Range 7 East of the Third Principal Meridian,
described as follows: Commencing at the northeast
corner of Lot 10, Fox Glen, Kendall Township, Kendall
County, Illinois; thence North 21° 41' 02" West, along the
northern extension of the Easterly line of said
Lot 10, a distance of 100.78 feet to the North line of the
former Burlington Northern and Santa Fe Railroad;
thence North 80°10'33" East, along said North line,
700.1 feet for the point of beginning; thence North
17° 30' 25" West, 469.13 feet; thence South 61° 10' 23"
West, 704.0 feet; thence South 28° 19' 37" East, 490.0 feet
to said North line of the former Burlington Northern and
Santa Fe Railroad; thence North 61° 10' 3.3 East, along
said North line, 611.92 feet to the point of beginning in
the United City of Yorkville, Kendall County, Illinois,
and containing 6.9481 acres.
Requests for Quotes
Garbage & Recycling Pickup

7 vendors contacted for quotes
4 vendors supplies quotes

Harris Forest Preserve
Hoover Forest Preserve
Ellis House & Equestrian Center

8 yard garbage and 2 yard recycling dumpsters
10 yard garbage and 2 yard recycling dumpsters
4 yard garage and 4 yard recycling dumpsters

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Current Vendor:
Republic Services/Allied Waste 467.00
Joliet & Aurora, IL
Customer Service Agreement

INVOICE TO
KENDALL COUNTY FOREST PRESERVE
JASON PETTIT
110 W. MADISON STREET
YORKVILLE, IL 60560-1465
TEL NO: 630-553-4131

SITE LOCATION
ELLIS HOUSE AND EQUESTRIAN CENTER
13986 MCKANNA ROAD
MINOOKA, IL 60447

AGREEMENT NUMBER
ACCOUNT NUMBER
6035594

FL 40 YR N 1 P N 1 X WK
FR 40 YR N 1 P N 1 X WK
CONTAINER DELIVERY, REMOVAL, OR EXCHANGE AT $75.00

1. NO FEES
2. NO PRICE INCREASE YEAR 1
3. PRICE INCREASE CAPPED AT 5% IN YEARS 2 & 3

BY:
TITLE: ACCOUNT MANAGER

CUSTOMER NAME (PLEASE PRINT)

TERMS AND CONDITIONS

SERVICES: Customer agrees to Company the exclusive right to collect and dispose of all of Customer's non-hazardous solid waste materials (including recyclables) collectively, "Waste Materials", and Company agrees to furnish such services.

TERM: THE INITIAL TERM OF THIS AGREEMENT SHALL START ON THE DATE OF THIS AGREEMENT AND CONTINUE FOR 36 MONTHS THEREAFTER. THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR SUCCESSIVE 36 MONTH TERMS UNLESS EITHER PARTY GIVES WRITTEN NOTICE OF TERMINATION TO THE OTHER AT LEAST 60 DAYS BEFORE THE END OF THE THEN CURRENT TERM. ANY NOTICE OF TERMINATION UNDER THIS AGREEMENT BY CUSTOMER SHALL BE VOID UNLESS SENT VIA CERTIFIED MAIL. RETURN RECEIPT REQUESTED, AND ACTUALLY AND ACTUALLY RECEIVED BY COMPANY

WASTE MATERIALS: The Waste Materials shall not contain any hazardous materials, wastes or substances, toxic substances, wastes or pollutants, contaminants, pollutants, infectious wastes, medical wastes, or radioactive wastes, collectively, "Excluded Waste", each as defined by applicable federal, state or local laws or regulations collectively, "Applicable Laws". Customer shall indemnify, defend and hold harmless Company from and against any and all claims, damages, suits, penalties, fines, remediation costs, and liabilities including court costs and reasonable attorneys' fees collectively, "Losses", resulting from the inclusion of Excluded Waste in the Waste Materials

TITLE: Company shall acquire title to Waste Materials when purchased. Title to and liability for any Excluded Waste shall remain with Customer and shall at no time pass to Company

CUSTOER COPY
CONTINUED ON REVERSE
## Billing Address

- **Name:** Kendall County Forest Preserve
- **Address:** 110 W. Madison St.
- **City/State:** Yorkville, IL
- **Phone:** 630.553.4131

## Service Address

- **Name:** Harris Forest Preserve
- **Address:** 10460 State Route 71
- **City/State:** Yorkville, IL
- **Phone:** 630.553.4131

## Table

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<th>RATE</th>
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<td>1/2W</td>
<td>13.00</td>
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</tbody>
</table>

## Comments

New 36-month agreement
Rate locked for one year; 6% increase in years 2 & 3
No additional fees

## General Conditions

- **Services:** Customer grants to Company the exclusive right to collect and dispose of all or Customer's non-hazardous solid waste materials (including recyclables) collectively, "Waste Materials," and Company agrees to furnish such services.

- **Term:** The initial term of this Agreement shall start on the date of this Agreement and continue for 36 months thereafter. This Agreement shall automatically renew for successive 36 month terms unless either party gives written notice of termination to the other at least 60 days before the end of the then current term. Any notice of termination under this Agreement by a customer shall be void unless sent via certified mail, return receipt requested, and actually received by Company.

- **Waste Materials:** The Waste Materials shall not contain any hazardous material, wastes or substances, toxic substances, wastes or pollutants; contaminants; pollutants; infectious wastes; medical wastes; or radioactive wastes (collectively, "Excluded Wastes"), as defined by applicable federal, state, or local laws or regulations (collectively, "Applicable Laws"). Customer shall indemnify, defend and hold harmless Company from and against any and all claims, damages, suits, judgments, fines, noncompliance costs, and other liabilities (excluding court costs and reasonable attorney's fees) (collectively, "Losses") resulting from the inclusion of Excluded Waste in the Waste Materials.

- **Title:** Company shall acquire title to Waste Materials when they are loaded onto Company's truck. Title to and liability for any Excluded Waste shall remain with Customer and shall not be paid to Company.

**Allied Waste Services Sales Representative Signature:**

- **Name:** 
- **Title:** 
- **Date:** 12/12/13

**Customer Authorized Signature:**

- **Name:** 
- **Title:** 
- **Date:**

**CONTINUED ON NEXT PAGE**
New 36-month agreement
Rate locked for one year; 6% increase in years 2 & 3
No additional fees
TERMS AND CONDITIONS (Continued)

PAYMENTS
Customer shall pay Company for the services and/or equipment furnished by Company at the rates provided in this agreement. Customer shall pay all taxes, fees and other governmental charges assessed against or passed through to Company (other than income or real property taxes). Customer shall pay such fees as the Company may impose from time to time by notice to Customer (including, by way of example only, late payment fees, administrative fees and environmental fees). Without limiting the foregoing, Customer shall pay Company (a) a fee of $50 (which Company may increase from time to time by notice to Customer) for each check submitted by Customer that is returned dishonored and (b) a fuel/environmental recovery fee in the amount shown on each Company’s invoice, which amount Company may increase or decrease from time to time by showing the amount on the invoice. Customer shall pay Company within 20 days after the date of Company invoice. At any time after Company becomes concerned about customer’s creditworthiness or after Customer has made any late payment, Company may request, and if requested Customer shall pay, a deposit in an amount equal to one month’s charges under this agreement.

RATE ADJUSTMENTS
Company may from time to time by notice to Customer, increase the rates provided in this Agreement to adjust for any increase in (a) disposal costs (b) transportation costs due to a change in location of Customer or the disposal facility used by Company (c) the Consumer Price Index for All Urban Consumers (d) the average weight per cubic yard of Customer’s Waste Materials above the number of pounds per cubic yard upon which the rates provided in this Agreement are based as indicated on the cover page of this Agreement or (e) Company’s cost due to changes in Applicable Laws. Company may increase rates for the reasons other than those set forth above with Customer’s consent, which may be evidenced verbally, in writing or by the parties’ actions and practices. This Agreement shall apply to any change of location of Customer within the area in which Company provides collection and disposal services.

SERVICE CHANGES
The Company may change the type, size or amount of equipment, the type or frequency of service, and correspondingly the rates by agreement of the parties, which may be evidenced verbally, in writing or by the parties’ actions and practices. This Agreement shall apply to any change of location of Customer within the area in which Company provides collection and disposal services.

RESPONSIBILITY FOR EQUIPMENT, ACCESS
Any equipment Company furnishes shall remain the Company’s property. Customer shall be liable for all loss or damage to such equipment (except for normal wear and tear and for loss or damage resulting from Company’s handling of the equipment). Customer shall use the equipment only for its proper and intended purpose and shall not overload (by weight or volume), move or alter the equipment. Customer shall indemnify, defend and hold harmless Company from and against all losses arising from any injury or death to persons or loss or damage to property (including the equipment) arising out of Customer’s use, operation or possession of the equipment. Customer shall provide safe, unobstructed access to the equipment on the scheduled collection day. Company may charge an additional fee for any additional collection service required by Customers refusal to provide access.

DAMAGE TO PAVEMENT
Company shall not be responsible for any damage to Customer’s pavement, curbing or other driving surfaces resulting from Company’s providing service at Customer’s location.

SUSPENSION
If any amount due from Customer is not paid within 60 days after the date of Company’s invoice, Company may, without notice and without terminating this Agreement, suspend collecting and disposing of Waste Materials until Customer has paid such amount to Company. If Company suspends service, Customer shall pay Company a service interruption fee in the amount determined by Company in its discretion up to a maximum amount allowed by Applicable Law.

TERMINATION
In addition to its above suspension rights, Company may terminate this Agreement immediately by written notice to Customer if (a) any of the information contained in any credit application submitted to Company in connection with this Agreement is untrue or (b) Customer breaches this Agreement and fails to cure such breach within 10 days after Company gives Customer written notice of the breach. Company’s failure to suspend service or terminate this Agreement when Customer fails to timely pay or otherwise breaches this Agreement shall not constitute a waiver of Company’s right to suspend service or terminate this Agreement for any future failure to pay or other breach.

PAYMENT UPON TERMINATION
If Company terminates this Agreement before its expiration other than as a result of a breach by Customer, or if Company terminates this Agreement as a result of a breach by Customer (including nonpayment), Customer shall pay Company an amount equal to the most recent month’s services multiplied by the lesser of (a) six months or (b) the number of months remaining in the term. Customer acknowledges that in the event of such a termination, actual damages to Company would be uncertain and difficult to ascertain, such amount is the best, reasonable and objective estimate of the actual damages to Company, such amount does not constitute penalty, and such amount is reasonable under the circumstances. Any amount payable under this paragraph shall be in addition to amounts already owed under this Agreement.

ASSIGNMENT
Customer shall not assign this Agreement without Company’s prior written consent, which Company shall not unreasonably withhold. Company may assign this Agreement without Customer’s consent.

EXCUSED PERFORMANCE
Except for Customer’s obligation to pay amounts due to Company, any failure or delay in performance due to contingencies beyond a party’s reasonable control, including strikes, riots, terrorist acts, compliance with Applicable Laws or governmental orders, fees and acts of God shall not constitute a breach of this Agreement.

ATTORNEYS’ FEES
If any litigation is commenced under this Agreement, the successful party shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorneys’ fees, expert witness fees, litigation related expenses, and court or other costs incurred in such litigation or proceeding.

MISCELLANEOUS
This Agreement sets forth the entire agreement of the parties and supersedes all prior agreements, whether written or oral, that exist between the parties regarding the subject matter of this Agreement. Company shall have no confidentiality obligation with respect to any Waste Materials. This Agreement shall be binding upon and inure to the benefit of the parties and their permitted assigns. If any provision of this Agreement shall be invalid, illegal or unenforceable, it shall be modified so as to be valid, legal and enforceable but so as most nearly to retain the intent of the parties. If such modification is not possible, such provision shall be severed from the Agreement. In either case, the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected thereby.
Requests for Quotes
Ellis Event Tent - Tables & Chairs

6 vendors contacted for quotes
3 vendors supplies quotes

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<tr>
<td>60&quot; Round Table</td>
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<tr>
<td>6' Rectangular Banquet Table</td>
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<tr>
<td>30&quot; Pedestal Cocktail Table</td>
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<td>White Resin Folding Chair</td>
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<tr>
<td>Table Mega Mover Cart</td>
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<tr>
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<td>Chair Heavy Duty Cart</td>
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Remove carpet and shoe molding. Install underlayment and vinyl wood grain flooring. Replace trim, prevailing wage.

Flooring - Ellis

First Place Rental 675.00

Dexene Equipment 650.00

Honda HS520XAS

Snowblower - Ellis

Requests for Quotations
Quoted To: Jason Pettit  
Kendall Co. Forest Preserve  
110 W. Madison St.  
Yorkville, IL 60560  
Phone: 630-553-4025  
Fax:

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<td>KSK-3-8-MR</td>
<td>3 sided information Kiosk with standard color multi-rib metal roof and standard color Poli-5000 powder coated frame. Includes 3 qty. single sided display cases- 42&quot;W x 30&quot;H x 2&quot; deep. Includes anchor bolts</td>
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<td>10% Discount</td>
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<td>Sealed engineering, if required</td>
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<td>Purchase order and payment should be made out directly to- Porter Corp</td>
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<td>$ -</td>
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<td>4240 N. 136th Avenue</td>
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<td>$ -</td>
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<td>Holland, MI 49424</td>
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<tr>
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<td></td>
<td>Allow 6-8 weeks for delivery after drawing approval. Thank You!</td>
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<td>$ -</td>
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Authorized Signature: [Signature]

Office: (800)-324-6457  Direct: (309) 447-6588

Subtotal: $ 6,964.00  
Sales Tax: $ 700.00  
Freight: $ -  
Total: $ 7,664.00

Date: 12/11/2013  Quote Number: 2046-PC86492  
Project Name: Kendall Co. Forest Preserve  Location: Yorkville, IL
FARM LICENSE AGREEMENT

Henneberry Property

AGREEMENT made this ___ day of __________, 2013 between the KENDALL COUNTY FOREST PRESERVE DISTRICT, a Body Corporate and Politic, 110 West Madison Street, Yorkville, Ill, 60560, Licensor, and, Albert Collins, Jr. of 9555 Ament Road, Yorkville IL 60560, Licensee, including all heirs and assigns.

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

PIN#: 06-06-400-002, 06-06-498-001, 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 95 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 1, 2014, and ending on December 31, 2014 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 30th and Licensee agrees that failure to pay by this date may terminate this License.

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

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

The Yield shall be the amount of dry bushels harvested divided by the tillable acres as provided on page 1 of this agreement.

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

The Flexible Rate is payable on or before December 31. 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 30. 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
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.
   A. ________________________________
   B. ________________________________
   C. ________________________________

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

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

13. Licensee shall comply with all federal, state, and local laws, ordinances, rules and
regulations that regulate, restrict or prohibit any material defined therein as a hazardous,
radioactive, toxic or carcinogenic material, substance, pollutant, or contaminant when using such
materials on the Subject Property.
14. The Licensee agrees to take care of the Subject Property, not to alter or change the physical landscape of the Subject Property and to farm and to maintain improvements in a careful and prudent manner.

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

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

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

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

Jeff Wehrli, President

Licensee:

By: ____________________________________________________________________________ Date: ____________________________________________________________________________

Junior Collins, 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 LICENSE AGREEMENT

Millington - Bright Property

AGREEMENT made this ___ day of __________, 2013 between the KENDALL COUNTY FOREST PRESERVE DISTRICT, a Body Corporate and Politic, 110 West Madison Street, Yorkville, Il, 60560, Licensor, and Trenton Toftoy, 407 Meadow Lane, Newark, Il, 60541, Licensee, including all heirs and assigns.

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

PIN#s: 04-28-300-002, 04-29-300-011, 04-29-300-013, 04-32-100-007, 04-32-100-009

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

WHEREAS, both Licensee and Licensor hereby agree that there are 75 tillable acres suitable for row crops on the above referenced parcels, these tillable acres hereinafter referred to as the ‘Subject Property’; and the Licensor hereby grants to the Licensee a farm License in exchange for the following goods, services, and considerations, submitted as a use fee for a term of one (1) year, beginning on January 1, 2013, and ending on December 31, 2013 subject to the conditions and limitations hereinafter mentioned.

Licensee shall pay Licensor a Base Rate of $180 per tillable acre for the License year. The Base Rate shall be payable no later than June 30th and Licensee agrees that failure to pay by this date may terminate this License.

Licensee shall pay Licensor a Flexible Rate equal to:

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

(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 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 prior to signing this Agreement and accepts the condition of this "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.
      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 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.
   C. Licensee shall provide Licensor with a record of pesticide applications, including dates of applications, types and amounts of pesticide used, fields treated, and the identity of the applicator for each application.
   D. Licensee is responsible, at the Licensee’s sole expense, to repair any damage done to native vegetation due to pesticide drift and to repair rutting caused by farm equipment in non-tilled areas owned by the Licensor.

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

14. The Licensee agrees to take care of the Subject Property, not to alter or change the physical landscape of the Subject Property and to farm 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. Financial arrangement shall be mutually agreed upon by Licensor and Licensee should these services be requested.

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 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 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. The 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 to be 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: ____________________

Jeff Wehrli, President

Licensee:

By: ________________________________ Date: ____________________

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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 LICENSE AGREEMENT

Baker Woods Forest Preserve – West Section

AGREEMENT made this ___ day of __________, 2013 between the KENDALL COUNTY FOREST PRESERVE DISTRICT, a Body Corporate and Politic, 110 West Madison Street, Yorkville, IL, 60560, Licensor, and Eugene Homerding, of 2851 Wildey Road, Minooka, IL, 60447, Licensee, including all heirs and assigns.

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

PIN#s: 09-16-200-013

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

WHEREAS, both Licensee and Licensor hereby agree that there are 61.0 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 1, 2014, and ending on December 31, 2014 subject to the conditions and limitations hereinafter mentioned.

Licensee shall pay Licensor a Base Rate of $165 per tillable acre 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:

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

(See Exhibit A for example.)

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

The Yield shall be the amount of dry bushels harvested divided by the tillable acres as provided on page 1 of this agreement.

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

The Flexible Rate is payable on or before December 31. 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 prior to signing this Agreement and accepts the condition of this “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.
      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 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.
   C. Licensee shall provide Licensor with a record of pesticide applications, including dates of applications, types and amounts of pesticide used, fields treated, and the identity of the applicator for each application.
   D. Licensee is responsible, at the Licensee’s sole expense, to repair any damage done to native vegetation due to pesticide drift and to repair rutting caused by farm equipment in non-tilled areas owned by the Licensor.

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

14. The Licensee agrees to take care of the Subject Property, not to alter or change the physical landscape of the Subject Property and to farm 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. Financial arrangement shall be mutually agreed upon by Licensor and Licensee should these services be requested.

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 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 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: ___________________________
    Jeff Wehrli, President

Licensee:

By: ___________________________ Date: ___________________________
    Eugene Homarding, 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 LICENSE AGREEMENT

Bristol Township – Galena Road Property

AGREEMENT made this ___ day of __________, 2013 between the KENDALL COUNTY FOREST PRESERVE DISTRICT, a Body Corporate and Politic, 110 West Madison Street, Yorkville, IL, 60560, Licensor, and Donald and Beth Young, of 3135 Covered Bridge Lane, DeKalb, 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: 02-10-400-001 and 02-11-151-003

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

WHEREAS, both Licensee and Licensor hereby agree that there are 12.0 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 1, 2014, and ending on December 31, 2014 subject to the conditions and limitations hereinafter mentioned.

Licensee shall pay Licensor a Base Rate of $180 per tillable acre for the License year. The Base Rate shall be payable no later than June 30th and Licensee agrees that failure to pay by this date may terminate this License.

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

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

The Yield shall be the amount of dry bushels harvested divided by the tillable acres as provided on page 1 of this agreement.

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

The Flexible Rate is payable on or before December 31. 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 prior to signing this Agreement and accepts the condition of this “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.
      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 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.
   C. Licensee shall provide Licensor with a record of pesticide applications, including dates of applications, types and amounts of pesticide used, fields treated, and the identity of the applicator for each application.
   D. Licensee is responsible, at the Licensee’s sole expense, to repair any damage done to native vegetation due to pesticide drift and to repair rutting caused by farm equipment in non-tilled areas owned by the Licensor.

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

14. The Licensee agrees to take care of the Subject Property, not to alter or change the physical landscape of the Subject Property and to farm 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. Financial arrangement shall be mutually agreed upon by Licensor and Licensee should these services be requested.

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 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 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: ____________________________
   Jeff Wehrli, President

Licensee:

By: ____________________________ Date: ____________________________
   Donald Young, Farm Operator

By: ____________________________ Date: ____________________________
   Beth Young, 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 LICENSE AGREEMENT

Baker Woods Forest Preserve – East Section

AGREEMENT made this ____ day of __________, 2013 between the KENDALL COUNTY FOREST PRESERVE DISTRICT, a Body Corporate and Politic, 110 West Madison Street, Yorkville, IL, 60560, Licensor; and Dan Roberts, of 524 Wildy Road, Minooka, IL, 60447, Licensee, and Don Roberts, 560 Wildy Road, Minooka, IL, 60447, Licensee, including all heirs and assigns.

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

PIN#s: 09-09-400-003 & 09-10-300-002

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

WHEREAS, both Licensee and Licensor hereby agree that there are 41.0 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 1, 2014, and ending on December 31, 2014 subject to the conditions and limitations hereinafter mentioned.

Licensee shall pay Licensor a Base Rate of $170 per tillable acre for the License year. The Base Rate shall be payable no later than May 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\% \) - 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 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 prior to signing this Agreement and accepts the condition of this “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, 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 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.

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

12. 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.

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

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

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

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

17. Insurance & Liability
   A. The Licensee shall maintain one million dollars ($1,000,000.00) of liability insurance on the Subject Property with an insurance company acceptable to the Licensor. Licensee shall purchase insurance with said company naming the Licensor as additional insured on the liability policy. Proof of such coverage must be on file with the Licensor on or before March 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 shall hold harmless, indemnify, and defend the Licensor, its Commissioners, Officers, Agents, Attorneys and Employees against any and all losses, expenses, claims, costs, causes and damages, including without limitation litigation costs and attorneys’ fees, on account of (a) any failure on the part of the Licensee to perform or comply with any terms or conditions of this Agreement, or (b) any personal injuries or death or damages to property arising from, occurring, growing out of, incident to, or resulting directly or indirectly from the grant of this License or the use of the Subject Property or the structures by Licensee. The provisions of this section shall be in addition to, and shall not be limited by, the amounts of any insurance provided by Licensee pursuant to this Agreement.

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

19. It is mutually agreed that the Licensee is an independent contractor, not subject to the control of the Licensor and is not an employee of the Licensor.
20. Licensee shall, and without any charge to District, keep the Subject Property free of any and all liens against the Subject Property in favor of any person whatsoever for or by reason of any equipment, material, supplies or other item furnished, labor performed or other thing done in connection with Licensee’s use or occupancy of the Subject Property (a “Lien”). If the Subject Property becomes encumbered with any Lien, Licensor may, at Licensor’s option, terminate this Agreement or direct Licensee to remove any such lien from the subject property. Licensee shall remove such Lien promptly and, in any event, not later than five (5) days after being directed to do so in writing by District. District shall have the right to remove or satisfy any Lien upon the Subject Property at any time with or without notice to Licensee, and shall be reimbursed by Licensee within ten (10) days after such amount is incurred, any amount that District incurs to remove or satisfy the Lien, including the costs, expenses, attorneys’ fees, and administrative expenses incurred by District in connection therewith or by reason thereof.

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

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

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

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

25. This Agreement represents the entire agreement between the parties and there are no other promises or conditions in any other agreement whether oral or written. This agreement supersedes any prior written or oral agreements between the parties and may not be modified except in writing acknowledged by both parties.
Licensor:
Kendall County Forest Preserve District
By: ____________________________
    Jeff Wehrli, President
Date: __________________________

Licensee:
By: ____________________________
    Dan Roberts, Farm Operator
Date: __________________________

By: ____________________________
    Don Roberts, Farm Operator
Date: __________________________

Exhibit A
Flexible Rate Calculation Example

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

Average grain price = Corn $5 per bushel
Basis = $0.30 per bushel
Yield = 200 bushels per acre x 100 acres = 20,000 bushels
Crop Insurance = 0
Base Rent = 100 acres x $200 per acre = $20,000

(((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 LICENSE AGREEMENT

Millbrook North Forest Preserve

AGREEMENT made this ___ day of __________, 2013 between the KENDALL COUNTY FOREST PRESERVE DISTRICT, a Body Corporate and Politic, 110 West Madison Street, Yorkville, IL, 60560, Licensor; and Majestic Nursery, 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#: 04-09-100-008

WHEREAS, Licensee desires to use a portion of the above-described real estate, for farming purposes and Licensor desires to have the real estate farmed.

WHEREAS, both Licensee and Licensor hereby agree that there are 5.5 tillable acres on suitable for use by the Licensee, these tillable acres hereinafter referred to as the ‘Subject Property’; and that the Farm License Fee for said tillable acres shall be $230 per acre; 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 $230 per tillable acre for the License year, payable no later than May 30th, of each License year. Licensee agrees that each License year this Farm License Fee shall be due by May 30th of each License year and that failure to pay by this Farm License Fee payment date may terminate the License.

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

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

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

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

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

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

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

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

8. 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.

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

10. 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.
11. 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.

12. 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 May 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.

13. Licensee’s obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of Licensor, which consent shall not be unreasonably withheld. Any attempt to assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this agreement is invalid or unenforceable, but that by limiting such provision it becomes valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited. 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.

20. 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: ___________________________
    Randy Roberts, Farm Operator