KENDALL COUNTY FOREST PRESERVE COMMITTEE

AGENDA

WEDNESDAY
DECEMBER 11, 2013

5:30 P.M.
KENDALL COUNTY BOARD ROOM

I. Call to Order

II. Roll Call

III. Citizens to be Heard

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

V. Natural Beginnings

VI. Facility Rental Comparisons

VII. 2014 Meeting Schedule

VIII. Review of Quotes for Goods and Services
   A. Garbage & Recycling Pickup services to be provided for FY14-FY16
   B. Purchase of Tables & Chairs
   C. Purchase of Snowblower
   D. Purchase & Installing of Flooring

IX. 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 $13,500 and (b) the flexible rate of (((average grain price-basis) x yield + crop insurance) x 33.33%) – base rent.
   C. Eugene Homerding 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# 09-09-400-003, 09-10-300-002) 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.

X. Executive Session

XI. Other Items of Business

XII. Adjournment
Board Updates – November, 2013

House Bookings:

- November 2, 2013 – Wedding
- April 6, 2014 - Wedding
- June 8, 2014 – Wedding
- June 14, 2014 - Wedding
- June 21, 2014 – Wedding
- June 28, 2014 – Wedding
- July 6, 2014 – Wedding @ Meadowhawk
- July 12, 2014 - Wedding
- July 19, 2014 – Wedding
- July 26, 2014 – Wedding
- August 2, 2014 – Wedding
- August 9, 2014 - Wedding
- August 30, 2014 – Wedding
- September 6, 2014 - Wedding
- September 13, 2014 – Wedding
- September 20, 2014 - Wedding
- October 4, 2014 – Wedding
- September 12, 2015 - Wedding

Ongoing Programs:

✓ Family Fun Night first Friday of every month – Friday, November 1st, attendance = 86

Meetings/Training/Expos:

 SYMBOL Tuesday, November 12th – EHEC Marketing Meeting
 SYMBOL Saturday, November 16th – New Volunteer Training

House/Property Tours:

- 8 – EHEC
- 2 - Meadowhawk

Group Tours/Birthday/Girl/Boy Scout Parties:

● 7 parties/groups with 82 guests

Community Service hours:

≈≈≈ 89
**Volunteer Hours:**

☐ 109

**Total Deposits:**

⊕ $4413.00

*Other Items:*

- Missy, the new school horse, is acclimated to her new surroundings and the other horses. She has begun to be used for lessons and pony rides.
- Preparations for the Reindeer Run 5K on December 15 are ongoing.
- Staff has been working on getting quotes for repairs and purchases.
GROUNDS & NATURAL RESOURCES
STAFF REPORT
Kim Olson
NOV 2013
Kim Olson, Craig Johnson, Patrick Higgins and Mike Prinos - Maintain all KCFPD properties.
Mike Pierson - maintains Hoover
Ron Smrz – maintains Ellis.

NOVEMBER ACTIVITIES - FULL TIME STAFF

- We winterized all Forest Preserves, stacked tables, prepared hill for sledding and winterized water sources.
- We prepared the trucks for snow, mounted plows /salt spreaders. We winterized mowers.
- We restored/cleared at Harris, Young and Jay Woods. Maple, elm, dead ash and honeysuckle removal.
- We continue repair of limestone trails due to the extensive flood damage at Hoover, Young and Maramech.
- We split firewood for Harris and Hoover, the demand for fire wood is ever increasing.
- We repaired a foot bridge damaged in the floods at Young.
- We repaired the fence along the south border of Harris.
- Craig mowed fire breaks for prescribed burns.
- We assist Jason, Jody, Laura, Becky, Mike at Hoover, and Ron at Ellis in any tasks they may request.

NOVEMBER ACTIVITIES-KIM OLSON

- I am a “hands on” Superintendent...so always...all of the above alongside the guys! Along with......
- I gave a tour of Meadowhawk to a Nicor rep looking for a banquet/meeting venue for a State meeting.
- I did the scheduled chemistry and microbiology testing required of the Ellis House for IDPH.
- I have been addressing homeowners and hunters regarding the hunting rules/concerns for this deer season.
- I coordinated and directed the KC County Highway Department regarding the cleanup efforts of the Millington Bridge piers via the FP’s Freeman property.
- I have been consulting with the DNR regarding the best method of restoration for Leifheit Lake at Harris FP.
- I arranged with NICOR and oversaw the repairs of a gas leak at Harris FP.
- I arranged for class/materials for herbicide license renewals.
- I am in the process of working with Sprint services for better service performance.
- I prepared burn parcel assessments and some seed collection.
- I have been filling in the slots and juggling the schedules to allow some R & R for a deserving staff. It has been a very difficult year, as all the extreme weather events were definitely a challenge this year.
- I continue to have the best team in the county!

NOVEMBER ACTIVITIES-MIKE PIERSON-HOOVER

- Mike cleaned the grounds around the old shop location along with door panel repair.
- Mike put a new motor on his air compressor.
- Mike re-routed the chlorine line to the water supply and adjusted chlorine flow.
- Mike winterized all buildings water sources.

NOVEMBER ACTIVITIES-RON SMRZ-ELLIS

- Ron replaced frost-free outside water hydrant.
- Ron cleared trees off trails due to a Mr. Beaver...he is a very busy little furry fellow!
- Ron put up Christmas decorations for Santa's upcoming appearance.
- Ron cleared old landscaping around house.
- Ron changed all furnace and air filters- five units for the house.
- Ron prepared the truck/equipment for snow events, plow and salt spreader.
- Ron winterized all summer equipment.
- Ron put the carriage, arbor and all wedding related items away for the winter.

**ROUTINE DUTIES-FULL TIME STAFF**

- The full time staff is responsible for ALL maintenance required to successfully run the Kendall County Forest Preserve District properties. This includes but is not limited to the following:

  Electrical, plumbing, carpentry, equipment operation, mechanical / equipment repairs, painting, herbicide application, prescribed burns, logging records of all restoration efforts, tree removal, demolition/building of structures, snow removal, testing of water supplies, cleaning of all buildings, forest/prairie restoration, road, parking lots and trail maintenance, education, various Ranger duties and mowing.

**ROUTINE DUTIES-KIM OLSON**

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

**ROUTINE DUTIES-MIKE PIERSON**

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

**ROUTINE DUTIES-RON SMRZ: same as Mike Pierson and Kim Olson and crew.**

- Ron is responsible for all the Ellis House & grounds.
- Ron also maintain Baker Woods FP.
MONTHLY REPORT TO THE
KENDALL COUNTY FOREST PRESERVE DISTRICT COMMISSION

November 2013

Jody Strohm; Natural Areas Volunteer Coordinator, Accounts Payable

NATURAL AREAS VOLUNTEER (NAV) PROGRAM

Total Volunteer Hours: 104.25

Breakdown of Volunteer Hours:
  Restoration - 48.75
  Trail Monitor - 31.5
  Other Work - 23.25

November I spent much of my natural areas management time cataloging the native seed we collected in the autumn. The cataloging is a prelude to entering the information into the Access database for 2013. We collected seed from 42 species over the course of the season-up by 25% from last year.

Information gathered on our native seed has many uses beyond the boundaries of Kendall County. Throughout the region, ecologists are watching as the field of ecology continues to evolve. The reports we can create will enter a massive database collected for scientists to study, and conduct research on in such topics as phenology, seed sourcing, and the effects of climate change on the Chicago region.

The last seed collection day was The Saturday Workday in November. We met at Jay Woods FP on a foggy, blustery morning to get the last of it. November’s Walkabout was held at Maramech FP.

After collection, seed is stored at the Eupatorium in yard bags awaiting the next step-processing to separate the seed from the chaff.

ACCOUNTS PAYABLE

Fiscal year ends. Vouchers were due 11/7 and 11/21.
KENDALL COUNTY FOREST PRESERVE
MONTHLY REPORT – NOVEMBER 2013

RESERVATIONS

Harris

4 events - 190 guests

Guests: Family Birthday Party
       Pack 350 Scout Outing

Jay Woods, Richard Young and Subat

Richard Young - 1 event - 25 guests

Guests: Pack 342 Scout Hike

Hoover (includes Meadowhawk Lodge)

1 Internal event - 50 guests: Star Gazing & Campfire @ Meadowhawk Lodge

11 External events: - 382 guests

Guests: Boy Scout Outings
        Church Group Retreat
        Family Holiday Party

Historic Courthouse

Internal: 0 event – 0 guests

External: 19 events – 456 guests

Guests: ROE: GED & Bus Driver Testing, Retired Teacher's Meeting
        Kendall County Probation Department – Family Group Sessions
        Kendall County Republican Meeting
        Wedding & Rehearsal
        Baby Shower

Becky Antrim
Reservation Coordinator
Forest Preserve Director Report
November 2013

- Flood - FEMA may be willing to pay at least a portion of hazard mitigation work at Ellis House that would help prevent a reoccurrence of the flood damage suffered this past spring.

- I contacted the State’s Attorney regarding the non-functioning turbine at Hoover FP. The contractor all along has talked a good game about finding a solution and doing whatever it took to find a solution. When a solution was finally found, the contractor is now saying that it is not their problem. We will see.

- The estate of John & Mary Subat and the estate of the John Subat Jr. will be making final donations to the District totaling approximately $230,000. This is in addition to approximately $600,000 in donations previously made to the District by John & Mary Subat.

- IDNR has contacted the District regarding Chronic Wasting Disease (CWD) that has been documented in Kendall County. CWD is a transmissible neurological disease of deer and elk that produces small lesions in brains of infected animals. It is characterized by loss of body condition, behavioral abnormalities and death. IDNR is planning on doing removal and testing of deer in the zone where CWD has been documented and they are seeking approval to remove deer from two District locations.

- Hoover Eagle Scout Project - Three-sided kiosk.

- Winter edition of ‘Stepping Stones’ was completed and distributed.

- Fiscal year end and fiscal year beginning human resource duties - distributed year end sheets that show employees vacation and sick/personal time balances, created FY14 spreadsheet for tracking balances, distributed FY14 salary memos to all employees, and calculated FY14 prorated holiday, vacation, and sick/personal time for part-time employees.

- Staff meetings, discussions, delegation & supervision.
# Kendall County Forest Preserve District Facility Rental Comparison

## Picnic Shelters

<table>
<thead>
<tr>
<th>Facility</th>
<th>Resident</th>
<th>Non-Resident</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kendall Co FPD</td>
<td>40</td>
<td>60</td>
</tr>
<tr>
<td>DeKalb Co FPD</td>
<td>15-20</td>
<td>20-40</td>
</tr>
<tr>
<td>DuPage Co FPD</td>
<td>60-105</td>
<td>75-130</td>
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<tr>
<td>Kane Co FPD</td>
<td>35-50</td>
<td>50-75</td>
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<tr>
<td>Will Co FPD</td>
<td>60-70</td>
<td>120-140</td>
</tr>
<tr>
<td>Oswegoland Park District</td>
<td>50</td>
<td>50</td>
</tr>
<tr>
<td>Yorkville Parks &amp; Rec</td>
<td>10-125</td>
<td>20-175</td>
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## Tent Camping

<table>
<thead>
<tr>
<th>Facility</th>
<th>Primitive Family Camp Sites</th>
<th>Primitive Group Camp Sites</th>
<th>Firewood</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Resident</td>
<td>Non-Resident</td>
<td>Resident</td>
</tr>
<tr>
<td>Kendall Co FPD</td>
<td>10</td>
<td>15</td>
<td>50</td>
</tr>
<tr>
<td>DeKalb Co FPD</td>
<td>4/tent</td>
<td>4/tent</td>
<td>4/tent</td>
</tr>
<tr>
<td>DuPage Co FPD</td>
<td>20</td>
<td>30</td>
<td>25*</td>
</tr>
<tr>
<td>Kane Co FPD</td>
<td>10</td>
<td>15</td>
<td>25*</td>
</tr>
<tr>
<td>Will Co FPD</td>
<td>7.5-15</td>
<td>15-30</td>
<td></td>
</tr>
</tbody>
</table>

* - Youth group camping only
<table>
<thead>
<tr>
<th>BUNKHOUSES</th>
<th><strong>Resident</strong></th>
<th><strong>Non-Resident</strong></th>
<th><strong>Capacity</strong></th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kendall Co FPD</td>
<td>120</td>
<td>180</td>
<td>32-48</td>
<td></td>
</tr>
<tr>
<td>DeKalb Co FPD</td>
<td>NA</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DuPage Co FPD</td>
<td>50</td>
<td>60</td>
<td>26</td>
<td>Youth groups only, no kitchen</td>
</tr>
<tr>
<td>Kane Co FPD</td>
<td>50-100</td>
<td>75-150</td>
<td>100</td>
<td>Youth groups only, no bunks/mattresses provided</td>
</tr>
<tr>
<td>Will Co FPD</td>
<td>NA</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
KENDALL COUNTY FOREST PRESERVE DISTRICT
MEETING SCHEDULE - 2014

Forest Preserve Commission (1st meeting) 1st Tuesday of the month 6:00 PM
Forest Preserve Commission (2nd meeting) 3rd Tuesday of the month 9:00 AM

Forest Preserve Committee
Wednesday of the week before 2nd Forest Preserve Commission meeting 5:30 AM

Finance Committee (1st meeting)
Thursday of the week before the 2nd Forest Preserve Commission meeting 2:00 PM

Finance Committee (2nd meeting)
Thursday of the week after the 2nd Forest Preserve Commission meeting 9:00 AM

Ellis Ad-hoc Committee
1st Wednesday of the month (location - Ellis House) 9:30 AM

Planning Ad-hoc Committee
4th Tuesday of the month (location - Historic Courthouse) 3:30 PM

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
# 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

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Monthly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Republic Services/Allied Waste</td>
<td>339.29</td>
</tr>
<tr>
<td>Complete Sanitation</td>
<td>345.00</td>
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<tr>
<td>Nuway Disposal Services</td>
<td>366.45</td>
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<tr>
<td>Groot Industries</td>
<td>480.47</td>
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</table>

Current Vendor:  
Republic Services/Allied Waste  
Joliet & Aurora, II

467
Requests for Quotes
Ellis Event Tent - Tables & Chairs

6 vendors contacted for quotes
3 vendors supplies quotes

<table>
<thead>
<tr>
<th>Description</th>
<th>Qty</th>
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<tbody>
<tr>
<td>66&quot; Round Table</td>
<td>30</td>
</tr>
<tr>
<td>6' Rectangular Banquet Table</td>
<td>12</td>
</tr>
<tr>
<td>30&quot; Pedestal Cocktail Table</td>
<td>10</td>
</tr>
<tr>
<td>White Resin Folding Chair</td>
<td>240</td>
</tr>
<tr>
<td>Table Mega Mover Cart</td>
<td>5</td>
</tr>
<tr>
<td>Pedestal Table Cart</td>
<td>1</td>
</tr>
<tr>
<td>Chair Mega Mover Cart</td>
<td>3</td>
</tr>
<tr>
<td>Chair Heavy Duty Cart</td>
<td>2</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Tables &amp; Chairs</th>
<th>Carts</th>
<th>Shipping</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Event Equipment Sales, LLC Hodgkins, IL</td>
<td>11,314.50</td>
<td>4,187.75</td>
<td>500.00</td>
</tr>
<tr>
<td>Prairie Event Supply Mingo, IA</td>
<td>11,115.03</td>
<td>NA</td>
<td>2,233.11</td>
</tr>
<tr>
<td>Grand Rental Station Yorkville, IL</td>
<td>12,597.92</td>
<td>NA</td>
<td>983.00</td>
</tr>
</tbody>
</table>
Requests for Quotes

**Snowblower - Ellis**
Honda HS520KAS

Dekane Equipment 650.00
First Place Rental 675.00

**Flooring - Ellis**
Remove carpet and shoe molding, install underlayment and vinyl 'wood grain' flooring, replace trim. Prevailing wage.

<table>
<thead>
<tr>
<th>Coffman Carpets</th>
<th>Fireplace Room</th>
<th>Office</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>5739.27</td>
<td>1818.64</td>
<td>7557.91</td>
</tr>
</tbody>
</table>

Olson Rug 8173.9
## Kendall County Forest Preserve District
### Farm License Agreements
#### 2014

<table>
<thead>
<tr>
<th>Site</th>
<th>Licensee</th>
<th>Base Rent</th>
<th>Acres</th>
<th>Total</th>
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<tbody>
<tr>
<td>Sandstrom</td>
<td>Roberts, Dan &amp; Don</td>
<td>$170</td>
<td>49.23</td>
<td>$8,369.10</td>
</tr>
<tr>
<td>Baker</td>
<td>Homerding</td>
<td>$165</td>
<td>61</td>
<td>$10,065.00</td>
</tr>
<tr>
<td>Lee - North</td>
<td>Mathre</td>
<td>$200</td>
<td>151.81</td>
<td>$30,362.00</td>
</tr>
<tr>
<td>Lee - South</td>
<td>Mathre</td>
<td>$215</td>
<td>121.68</td>
<td>$26,161.20</td>
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<tr>
<td>Lee - North</td>
<td>Roberts, Randy</td>
<td>$230</td>
<td>5.5</td>
<td>$1,265.00</td>
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<tr>
<td>Henneberry</td>
<td>Collins</td>
<td>$195</td>
<td>95</td>
<td>$18,525.00</td>
</tr>
<tr>
<td>Blackberry Trail</td>
<td>Young</td>
<td>$180</td>
<td>12</td>
<td>$2,160.00</td>
</tr>
<tr>
<td>Bright</td>
<td>Toffoy</td>
<td>$180</td>
<td>75</td>
<td>$13,500.00</td>
</tr>
<tr>
<td>Bright</td>
<td></td>
<td>$180</td>
<td>58</td>
<td>$10,440.00</td>
</tr>
</tbody>
</table>

**Total**: $120,847.30
FARM LICENSE AGREEMENT

Henneberry Property

AGREEMENT made this ____ day of ____________, 2014 between the KENDALL COUNTY FOREST PRESERVE DISTRICT, a Body Corporate and Politic, 110 West Madison Street, Yorkville, IL, 60560, Licensor, and, Albert Collins, Jr. of 9555 Ament Road, Yorkville IL 60560, Licensee, including all heirs and assigns.

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

PIN#s: 06-06-400-002, 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 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 stated 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 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:
   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 31st 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

Millbrook North Forest Preserve

AGREEMENT made this ___ day of __________, 2014 between the KENDALL COUNTY FOREST PRESERVE DISTRICT, a Body Corporate and Politic, 110 West Madison Street, Yorkville, IL, 60560, Licensor; and 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#s: 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. TheLicensor 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