



DATE: November 3, 2025

TO: Sara Knizhnik, Chair
Operations Committee

Gina Roberts, Chair
Finance Committee

FROM: Rebekah Snyder
Director of Community Engagement & Partnerships

RECOMMENDATION: Recommend Approval of an Ordinance approving a License Agreement with the College of Lake County to Operate the Greenbelt Farm at Greenbelt Forest Preserve.

STRATEGIC DIRECTIONS SUPPORTED: Communication, Education, and Outreach; Public Access and Connections

FINANCIAL DATA: There is no license fee associated with the agreement. The District will provide water and electricity and will maintain mowed areas and conduct any necessary maintenance of existing infrastructure.

BACKGROUND: The Lake County Forest Preserve District initially entered into a license agreement in 2003 with the Chicago Horticultural Society (also known as the Chicago Botanic Garden) allowing the Society to use approximately one acre of land to operate the “Green Youth Farm in Lake County” at Greenbelt Forest Preserve. On January 4, 2023, the Society exercised its right to discontinue the existing license agreement. On January 9, 2023, the Planning Committee provided policy direction to pursue a new license agreement with the College of Lake County to operate the program, now known as Greenbelt Farm.

Since its inception, the Greenbelt Farm has become an integral part of the North Chicago and Waukegan communities. Each summer, high school youth from those communities are hired to work at the farm. Students are involved in all aspects of the production, from planting, weeding and pest management to developing a market plan for the sale of the produce. Many of the students have returned for consecutive summers of employment and then continue to college or careers in horticulture, environmental science, sustainable agriculture, and other fields.

The community welcomes the fresh, sustainably grown produce grown on the farm. In prior years, students and staff have distributed the produce through a partnership with the Lake County Health Department to allow eligible county residents to use WIC (Women, Infants and Children) program coupons, by direct donation to families, and at low-cost farm stands.

In consideration of the educational and community development benefits this program provides Lake County residents, the District proposes to extend the license agreement with College of Lake County through December 31, 2030.

REVIEW BY OTHERS: Executive Director, Chief Operations Officer, Finance Director, Manager of Board Operations and Corporate Counsel.

**LAKE COUNTY FOREST PRESERVE DISTRICT
LAKE COUNTY, ILLINOIS**

**AN ORDINANCE APPROVING A LICENSE AGREEMENT WITH THE
COLLEGE OF LAKE COUNTY TO OPERATE THE GREENBELT FARM
AT GREENBELT FOREST PRESERVE**

WHEREAS, the Lake County Forest Preserve District (the “District”) owns certain land commonly known as the Greenbelt Forest Preserve (the “Property”); and

WHEREAS, the District first entered into a license agreement with the Chicago Horticultural Society in 2003 to establish and operate a sustainable farm on approximately one acre of the Property as a site for its “Green Youth Farm in Lake County”; and

WHEREAS, the District entered into a license agreement with the College of Lake County to continue the sustainable farm program on the Property, which is now known as Greenbelt Farm, (the “Project”) for the period from May 10, 2023 through December 31, 2025; and

WHEREAS, the Project provides opportunities for students from North Chicago and Waukegan including hands-on experience in garden creation, planting and maintenance; development of business skills through farmer’s market sales; class instruction; and paid summer work experience; and

WHEREAS, the Project continues to be an innovative and valuable educational and community outreach opportunity; and

WHEREAS, the District wishes to extend the license agreement with College of Lake County to continue the Project, in consideration of the direct, measurable, and meaningful educational and community development benefits it provides; and

WHEREAS, pursuant to Section 7b of the Downstate Forest Preserve District Act, 70 ILCS 805/7b, the District is authorized to grant licenses for activities, such as the Project, reasonably connected to the District’s statutory purposes, subject to such terms and conditions as may be determined by the District; and

WHEREAS, it is in the best interests and serves the purposes of the District to enter into a license agreement with the College of Lake County in substantially the form attached hereto (the "License Agreement");

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of the Lake County Forest Preserve District, Lake County, Illinois THAT:

Section 1: Recitals. The recitals set forth above are incorporated as a part of this Ordinance by this reference.

Section 2: Approval of License Agreement. The License Agreement is hereby approved, in substantially the form attached hereto, and in a final form approved by the Executive Director.

Section 3: Execution of License Agreement. The President and Secretary of the District are hereby authorized and directed to execute and attest to the final form of the License Agreement on behalf of the District.

Section 4: Effective Date. This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED this ____ day of _____, 2025

AYES:

NAYS:

APPROVED this ____ day of _____, 2025

Jessica Vealitzek, President
Lake County Forest Preserve District

ATTEST:

Julie Gragnani, Secretary
Lake County Forest Preserve District

Exhibit No. _____

**LAKE COUNTY FOREST PRESERVE DISTRICT
PROPERTY USE AND MANAGEMENT LICENSE AGREEMENT**

This Property Use and Management License Agreement (this "Agreement") is made as of the ____ day of ____, 2025 (the "Effective Date") and is by and between the **LAKE COUNTY FOREST PRESERVE DISTRICT**, an Illinois unit of local government and a political subdivision, organized and existing under the Downstate Forest Preserve District Act, 70 ILCS 805/0.001 et seq., with its principal office located at 1899 West Winchester Road, Libertyville, Illinois 60048 (the "District"), and **COMMUNITY COLLEGE DISTRICT NO. 532**, Lake County, an Illinois community college district organized pursuant to the provisions of 110 ILCS 805/3-1 et. seq. ("the College of Lake County") (the "Licensee").

NOW, THEREFORE, in consideration of the recitals and the mutual covenants and agreements set forth below, the parties do hereby agree as follows:

SECTION 1. RECITALS.

A. The District holds fee simple title to that certain parcel of land in Lake County commonly known as Greenbelt Forest Preserve (the "Subject Property"). A portion of the Subject Property is generally depicted on Exhibit A.

B. Subject to the terms and conditions of this Agreement, Licensee desires to manage, maintain, and use (a) an approximately one-acre portion of the Subject Property (the "Main Licensed Premises") and (ii) other limited portions of the Subject Property, known as the Maintenance Building, Shelter C, and the Greenbelt Areas (as those terms are defined in Section 4) (the Main Licensed Premises and such other portions of the Subject Property are, collectively, the "Licensed Premises") for an educational program entitled "Greenbelt Farm," in accordance with the program specifications on Exhibit B (the "Program"). The Licensed Premises is generally depicted on Exhibit A attached to and, by this reference, made a part of this Agreement.

C. The District desires to license the Licensed Premises to Licensee so that Licensee may use the Licensed Premises for the Program, all in accordance with this Agreement.

SECTION 2. LICENSE GRANTED; TERM; NO LICENSE FEE.

The District hereby grants to Licensee, and Licensee hereby accepts from the District, a license to use the Licensed Premises to use, manage, and operate the Program in accordance with this Agreement (the "License") for a term beginning January 1, 2026 (the "Commencement Date") and ending at 11:59 p.m. on December 31, 2030 (the "Term"). Licensee is not required to pay a license fee for the License.

SECTION 3. UTILITIES.

The District shall be responsible for obtaining all permissions to use and payment of all charges for all utilities including water and electricity, that are necessary to operate the Program.

SECTION 4. USE OF THE LICENSED PREMISES.

Licensee shall use the Licensed Premises solely to (a) operate the Program on the Main Licensed Premises, (b) for Program purposes, use and maintain within the Main Licensed Premises two 8' x 12' wooden sheds generally depicted on Exhibit A as the "Wooden Sheds", (c) use the maintenance building near the Main Licensed Premises and generally depicted on Exhibit A as the "Maintenance Building" for shelter in emergencies, produce and programmatic materials storage, and tool overwinter storage, (d) at Licensee's own expense, maintain the commercial refrigerator in the Maintenance Building for Licensee's use under terms to be mutually agreed to by the District's Executive Director and the Licensee, (e) use the picnic shelter within Greenbelt Forest Preserve known as, and generally depicted on Exhibit A as, "Shelter C," during the week for lunch and breaks, (f) Install and maintain portable toilet facilities, at its discretion and (g) use areas of the Greenbelt Cultural Center and areas of the Greenbelt Cultural Center parking lot, based upon the availability of such areas and if such areas and the timing of such use are approved in advance by the Executive Director, in his sole discretion (the "Greenbelt Areas"), for pre-arranged educational programs and classes and for sale of Greenbelt Farm products. Licensee shall not permit the Licensed Premises to be used for any unlawful purpose or in any manner that will unreasonably disturb neighbors or preserve visitors or allow any signs or placards to be posted or placed on the Licensed Premises without the prior written consent of the District's Executive Director.

SECTION 5. MAINTENANCE OF THE LICENSED PREMISES.

Licensee shall (a) maintain and weed the garden beds that it plants within the Licensed Premises, maintain Permitted Improvements (as defined herein), and remove trash and debris resulting from the Program ; (b) not make, permit or allow any additions to or alterations of the Licensed Premises or Subject Property, except for any addition to or alteration of the Licensed Premises that has been approved in advance and in writing by the Executive Director (a "Permitted Improvement"); (c) upon the expiration or earlier termination of the Term of this Agreement, deliver the Main Licensed Premises to District in a condition that is at least as good as its condition at the commencement of the Term, normal wear and tear excepted; and (d) after each use by it of any portion of the Licensed Premises other than the Main Licensed Premises, return such portion to the District in a condition that is at least as good as its condition at the commencement of the Term, normal wear and tear excepted. If Licensee fails within a reasonable time to perform any such tasks or make any necessary repairs, or performs or makes them improperly, the District may (but shall in no event be obligated to), upon at least ten (10) days prior written notice to Licensee, perform such tasks or make such repairs, and Licensee shall reimburse District in full for the costs of such repairs, upon demand. The District shall, during the Term, maintain in a clean, healthy, and good condition the Licensed Premises, including without limitation (x) mowing non-cultivated areas, (y) maintaining sheds, carpports, picnic tables and fences, and (z) general maintenance and repair that is not otherwise the Licensee's obligation under this Agreement.

SECTION 6. CONDITION OF LICENSED PREMISES.

Licensee has inspected the Licensed Premises and Subject Property prior to signing this Agreement and accepts the License with knowledge that the Licensed Premises and Subject Property are in "as is" condition.

SECTION 7. HAZARDOUS MATERIALS.

Both District and Licensee (a) shall comply with all federal, state and local laws, ordinances, rules and regulations that prohibit, restrict, or regulate any material defined therein as a hazardous, radioactive, toxic or carcinogenic material, substance, pollutant, or contaminant ("Hazardous Materials") in the use of the Licensed Premises and Subject Property; and (b) shall not, and shall not permit any person to, handle, bury, store, retain, refine, produce, spill, allow to seep, leak, escape or leach, pump, pour, emit, empty, discharge, inject, dump, transfer or otherwise dispose of or deal with Hazardous Materials in, on, under, or about the Licensed Premises or Subject Property. The District represents and warrants that the Licensed Premises is free from all Hazardous Materials as of the date Licensee takes possession.

SECTION 8. INSURANCE.

Licensee shall maintain, at all times during the Term, the insurance coverages and minimum limits set forth in this Section 8. All insurance policies shall be issued from insurance companies holding at least an "AS" or better rating as rated by AM Best Company. All policies shall name the District as an additional insured, except Workers Compensation.

- A. Worker's Compensation and Employer's Liability: Licensee shall maintain workers' compensation and employer's liability insurance with limits of not less than:
- a. Worker's Compensation: Statutory
 - b. Employer's Liability:
 - i. \$1,000,000 - injury per occurrence
 - ii. \$ 500,000 - disease per employee
 - iii. \$ 500,000 - disease policy limit

Such insurance shall evidence that coverage applies in the State of Illinois.

- B. Comprehensive General Liability: Licensee shall maintain comprehensive general liability (CGL) insurance with limits of not less than:
- a. General Aggregate: \$2,000,000
 - b. Bodily Injury:
 - i. \$2,000,000 per person
 - ii. \$2,000,000 per occurrence
 - c. Property Damage:
 - i. \$2,000,000 per occurrence
 - ii. \$2,000,000 aggregate
 - d. Other Coverages:
 - i. Premises/Operations
 - ii. Independent Contractors

- iii. Personal Injury (with Employment Exclusion deleted)
- iv. Broad Form Property Damage Endorsement
- v. Blanket Contractual Liability (must expressly cover all indemnity provisions of the contract)
- vi. Bodily Injury and Property Damage “X”, “C”, and “U” exclusions shall be deleted.

All employees shall be included as insureds. If such CGL insurance contains a general aggregate limit, it shall apply separately to this Agreement, with coverage written on an “occurrence” basis.

- C. Comprehensive Motor Vehicle Liability: Licensee shall maintain comprehensive motor vehicle liability with limits for vehicles owned, non-owned, or rented, not less than:
 - a. Bodily Injury:
 - i. \$500,000 per person
 - ii. \$1,000,000 per occurrence
 - b. Property Damage:
 - i. \$500,000 per person
 - ii. \$1,000,000 per aggregate

All employees shall be included as insured’s.

- D. Deductible. Each policy shall have a deductible or self-insured retention of not more than \$10,000.
- E. Umbrella Policy. The required coverages may be in any combination of primary, excess and umbrella policies. Any excess or umbrella policy must provide excess coverage of underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.
- F. District as Additional Insured. District shall be named as an Additional Insured on the following policies:
 - a. Comprehensive Motor Vehicle Liability
 - b. Comprehensive General Liability

The Additional Insured endorsement shall identify District as follows:

Lake County Forest Preserve District (Owner)

- G. Evidence of Insurance. Licensee shall, within ten (10) days after execution and delivery of this Agreement by Licensee and, thereafter, within ten (10) days after receipt of a request from the District, furnish the District with certificates of insurance acceptable to the District and, if requested by the District, applicable policy endorsements executed by a duly-authorized representative of each insurer, evidencing compliance with the insurance requirements of this Section 8.

SECTION 9. TERMINATION.

- A. If, at any time during the Term, Licensee fails to comply with, or fails to fulfill any of the terms or conditions of this Agreement, the District shall have the right, at its option, to terminate all rights granted to Licensee by this Agreement without notice.
- B. District and Licensee each have the right to terminate this Agreement at any time by giving thirty (30) days advance written notice to the other party.
- C. Within a reasonable time prior to the expiration or earlier termination of this Agreement, Licensee shall remove all (a) carports, equipment, fixtures, or other similar property that was located on the Licensed Premises at the beginning of the Term, (b) Permitted Improvements, and (c) materials, supplies, and other personal property.
- D. Immediately upon expiration or earlier termination of this Agreement, all rights granted to Licensee hereunder shall revert to District, and District shall have the right to relicense the Licensed Premises. Any obligation of Licensee that accrued prior to expiration or termination will survive expiration or termination.

SECTION 10. INDEMNIFICATION.

Except to the extent attributable to the negligence or intentional acts or omissions of the District or its commissioners, officers, agents, or employees, Licensee shall hold harmless, indemnify and defend the District, 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 any personal injuries or death or damages to property either (i) occurring within the Licensed Premises, or (ii) arising from, occurring, growing out of, incident to, or resulting directly or indirectly from the Licensee's negligent, reckless or intentional misconduct (collectively, "Claims"), including without limitation, Claims related to Section 7 above or otherwise related to Laws concerning Hazardous Materials. The obligations of Licensee pursuant to this Section 10 shall not be limited by the amounts of any insurance provided by Licensee, including the insurance provided pursuant to Section 8 of this Agreement.

Except to the extent attributable to the negligence or intentional acts or omissions of Licensee or its Board members, officers, agents, or employees, the District shall hold harmless, indemnify and defend Licensee, its board members, 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 any third party claims for any personal injuries or death or damages to property occurring in areas of the Subject Property to the extent attributable to the District's negligent, reckless or intentional misconduct. The obligations of District pursuant to this Section 10 shall not be limited by the amounts of any insurance provided by District.

SECTION 11. ENTRY.

The District, including its commissioners, officers, agents, attorneys and employees, may at any reasonable time enter the Licensed Premises to inspect the same, or to show the same to any inspectors. Wherever practical, District shall notify Licensee in advance of any proposed entry.

SECTION 12. KEYS AND LOCKS.

Licensee shall deliver a duplicate copy of all keys or other means or devices to operate the locks to the District. District shall provide keys/garage door openers to access Maintenance building when staff is not present (at least the garage area).

SECTION 13. TIME OF ESSENCE.

Time is of the essence in the performance of all of the obligations of this Agreement.

SECTION 14. ASSIGNMENT.

Licensee shall not, without the prior express written approval of District, which approval may be withheld in the sole discretion of District, relicense the Licensed Premises or assign this Agreement, or any of Licensee's rights or obligations under this Agreement, to any other party.

SECTION 15. APPLICABLE LAW.

Regardless of the place of its physical execution, this Agreement shall be interpreted under and governed by the laws of the State of Illinois.

SECTION 16. ENFORCEMENT COSTS.

In the event either party hereto institutes legal action or proceedings to enforce the obligations of the other party under this Agreement, the non-prevailing party shall reimburse the prevailing party for all reasonable attorney fees and costs incurred in connection therewith.

SECTION 17. ENTIRETY.

This Agreement merges and supersedes all prior negotiations, representations and agreements between Licensee and the District and constitutes the entire agreement between the parties as to their respective rights relative to the Licensed Premises. No prior agreement or understanding pertaining to any such matter or activity shall be effective for any purpose.

SECTION 18. SEVERABILITY; WAIVER.

If any provision of this Agreement shall be held invalid, the validity of any other provision contained herein 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.

SECTION 19. NOTICES.

All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed received by the addressees thereof when delivered in person or by email on a business day at the address set forth below or on the third business day after being deposited in any main or branch United States post office, for delivery at the address set forth below, by properly addressed, postage prepaid, certified or registered mail, return receipt requested.

Notices and communications to the District shall be addressed to, and delivered at, the following address:

Lake County Forest Preserve District
1899 West Winchester Road
Libertyville, IL 60048
ATTN: Executive Director
Email: akovach@lcfpd.org

Notices and communications to the Licensee shall be addressed to, and delivered at, the following address:

Community College District No. 532
College of Lake County
19351 W. Washington Street
Grayslake, IL, 60030
ATTN: Vice President of Business Services and Finance
Email: kappleton1@clcillinois.edu

By notice complying with the requirements of this Section, each party may change the address or addressee or both for all future notices to it, but no notice of a change of address or addressee shall be effective until actually received. This provision will not invalidate any notice that is actually received.

SECTION 20. LICENSE ONLY GRANTED. This Agreement grants only a license to use the Licensed Premises under the terms and conditions stated above. Nothing in this Agreement shall be construed to convey to Licensee a lease, easement, or any other legal or equitable interest in the Licensed Premises or the Subject Property. If the District breaches this Agreement, then Licensee shall have no right of specific performance against the District.

[SIGNATURE PAGE TO FOLLOW]

The parties have caused this Agreement to be executed on the dates set forth below, but effective as of the Effective Date.

COLLEGE OF LAKE COUNTY

By: _____

Date: _____

Name: Amanda Howland

Title: Chair, Board of Trustees

WITNESS:

By: _____

Date: _____

Name: Lori Suddick

Title: President

LAKE COUNTY FOREST PRESERVE DISTRICT

By: _____

Date: _____

Name: Alex Ty Kovach

Title: Executive Director

ATTEST:

By: _____

Date: _____

Name: _____

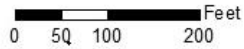
Title: _____

EXHIBIT A

General Depiction of: Subject Property (Portion), Main Licensed Premises, Wooden Sheds, Maintenance Building, and Shelter C

Exhibit A

Lake County Forest Preserve District
Land Preservation and Special Projects
1899 W Winchester Rd
Libertyville, Illinois 60048
847-968-3351



Legend



Forest Preserve
Property



Licensed Premises



Courtesy Copy Only.
Property boundaries indicated are provided
for general location purposes. Wetland
and flood limits shown are approximate and
should not be used to determine setbacks for
structure or as a basis for purchasing property.

2022 Aerial Photo

Prepared using information from:
Lake County Department of Information
& Technology: GIS/Mapping Division
18 North County Street
Waukegan, Illinois 60085-4357
847-377-2373

Map Prepared 27 April 2023

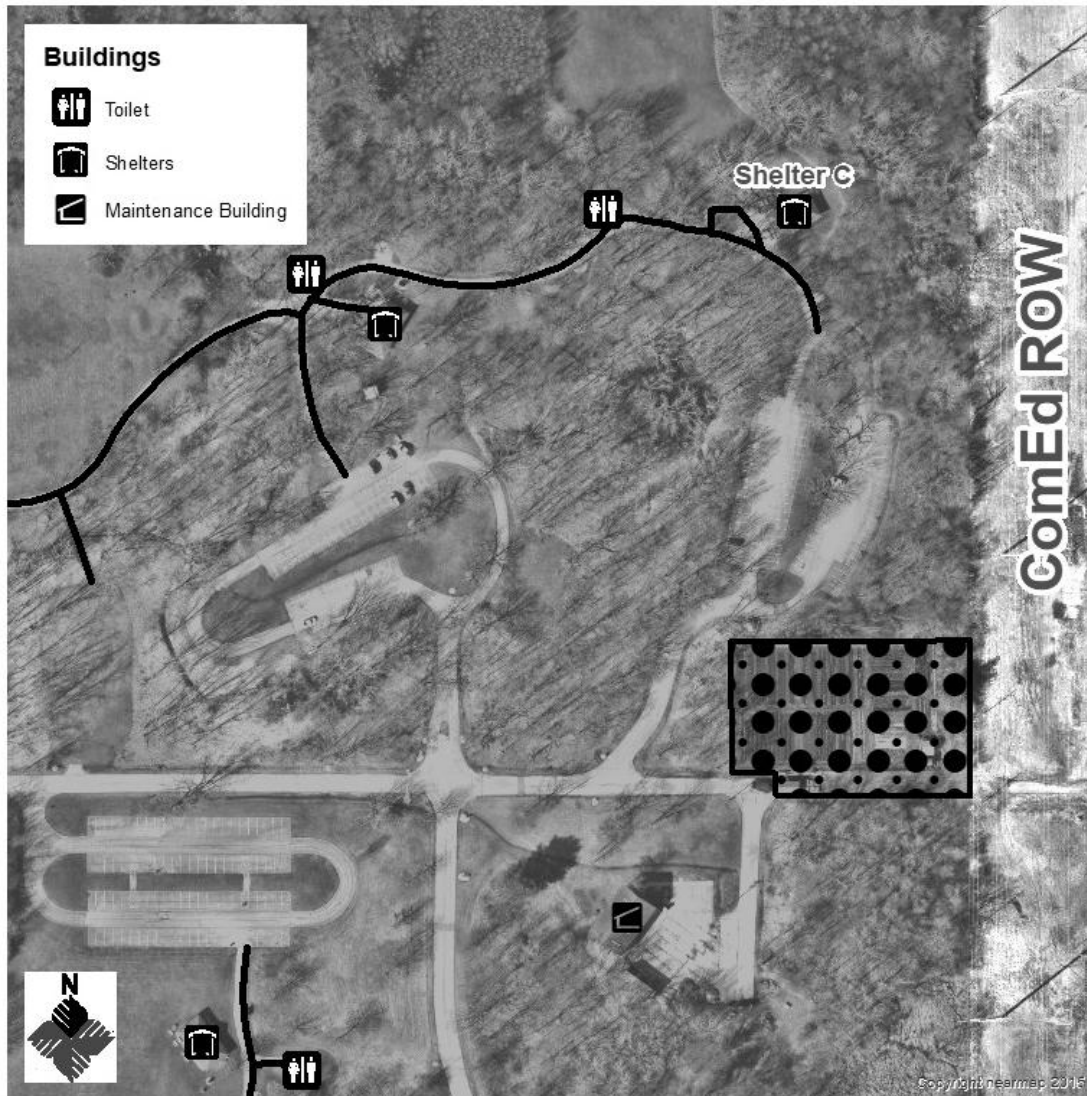


EXHIBIT B

The Greenbelt Farm hosts a suite of educational programs benefiting Lake County high school students and opportunity youth. Youth farmers are recruited to plan, sow, tend, and harvest a sustainable farm situated within Greenbelt Forest Preserve. They build job skills, learn to work in teams, gain exposure to new foods, benefit from time with adult mentors, and produce free or low-cost food for food insecure residents in the nearby communities of North Chicago and Waukegan. The program is a collaboration between the College of Lake County and the Lake County Forest Preserve District.

Roles and Responsibilities

Lake County Forest Preserves will be responsible for

- General landscape maintenance of mowed areas within and around the Licensed Premises.
- General maintenance of site assets including perimeter fencing, 2 sheds (roofing, flooring, etc.), and carport over wash/pack area.
- Water supply provision and maintenance including turning on in the spring as requested by CLC and turning off in the fall as requested by CLC

College of Lake County will be responsible for:

- Hiring a Greenbelt Farm Grower.
- Hiring a Greenbelt Farm Coordinator.
- Creating and implementing a planting plan.
- Creating and implementing a program curriculum.
- Recruiting, hiring, and managing student workers.
- Identifying individuals or organizations to benefit from free or low-cost access to the produce grown.
- Purchasing and maintaining hand tools associated with crop maintenance.