



DATE: May 24, 2021

TO: Jessica Vealitzek, Chair
Operations Committee

Terry Wilke, Chair
Finance Committee

FROM: Nan Buckardt
Director of Education

RECOMMENDATION: Recommend Approval of an Ordinance Approving an Amendment to the License Agreement with The Chicago Horticultural Society to Operate The Green Youth Farm In Lake County at the Greenbelt Forest Preserve.

STRATEGIC DIRECTION SUPPORTED: Organizational Sustainability

FINANCIAL DATA: There is no known financial impact as a result of this revision.

BACKGROUND: The Lake County Forest Preserve District initially entered into a license agreement in 2003 with the Chicago Horticultural Society (Society) allowing the Society to use approximately .86 acres of land for the “Green Youth Farm in Lake County” at the Greenbelt Forest Preserve. The Society operates (and is also known as) the “Chicago Botanic Garden.” Over the years, the District has entered into additional license agreements with the Society for the continued operation of the Green Youth Farm. The current license agreement was approved November 10, 2020 and expires November 30, 2025.

Since its inception, the Green Youth 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. Chicago Botanic Garden staff works closely with the local high schools to find these students. 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 on to college or careers in horticulture, environmental science, sustainable agriculture, and other fields.

The community welcomes the fresh, sustainably-grown produce available at the Greenbelt Forest Preserve. The Green Youth Farm in Lake County staff has worked with the Lake County Health Department to allow eligible county residents to use WIC (Women, Infants and Children) program coupons to purchase the healthy foods produced at the Green Youth Farm in Lake County.

The Society has made a request to (i) formally expand the licensed premises to include an additional approximately .12-acre area of land within Greenbelt Forest Preserve and (ii) within

that additional area of land, install and use two carport structures -- one to be used for a gathering space and one to prepare produce for sale, all as part of the Green Youth Farm operation.

Under the proposed amendment to the license agreement, the structures would be removed when the license agreement expires.

REVIEW BY OTHERS: Executive Director, Chief Operations Officer, Finance Director, Corporate Counsel.

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

**AN ORDINANCE APPROVING AN AMENDMENT TO THE LICENSE AGREEMENT
WITH THE CHICAGO HORTICULTURAL SOCIETY TO OPERATE THE GREEN
YOUTH FARM IN LAKE COUNTY AT THE GREENBELT FOREST PRESERVE**

WHEREAS, the Lake County Forest Preserve District (the “District”) owns a certain parcel of land in the Greenbelt Forest Preserve (the “Property”); and

WHEREAS, the District has previously entered into a license agreement (the “License Agreement”) with the Chicago Horticultural Society (the “Society”) to use approximately one acre of the Property as a site for its “Green Youth Farm in Lake County” (the “Program”); and

WHEREAS, the Society has requested that the District approve an amendment to the License Agreement to (i) expand the licensed premises to include an additional approximately .12-acre area of land within Greenbelt Forest Preserve and (ii) allow the Society, within that additional area, to install and use two carport structures as a gathering space and to prepare produce for sale, all as part of the Green Youth Farm operation; and

WHEREAS, the Program, since its inception in 2003, has provided hands-on experience in garden creation, planting and maintenance, developed business skills through farmer’s market sales, offered class instruction, and given students from North Chicago and Waukegan paid summer work experience; and,

WHEREAS, the Program will continue an innovative and valuable educational and community outreach opportunity at the Greenbelt Forest Preserve; and

WHEREAS, pursuant to Section 7b of the Downstate Forest Preserve District Act, 70 ILCS 805/7b, the District is authorized to grant license agreements for activities, such as the Program, 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 approve an amendment to the License Agreement in substantially the form attached hereto as Exhibit A (the “License Agreement Amendment”);

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 Amendment. The License Agreement Amendment is hereby approved, in substantially the form attached hereto.

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

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 _____, 2021

AYES:

NAYS:

APPROVED this ____ day of _____, 2021

Angelo D. Kyle, President
Lake County Forest Preserve District

ATTEST:

Julie Gragnani, Secretary
Lake County Forest Preserve District

Exhibit No. _____

**First Amendment to
Lake County Forest Preserve District
License Agreement**

This First Amendment to Lake County Forest Preserve District License Agreement (this "First Amendment") is made as of the ___ day of _____ 2021 (the "Effective Date"), and is by and between the Chicago Horticultural Society, an Illinois not for profit corporation ("Licensee"), and the Lake County Forest Preserve District, an Illinois unit of local government and a political subdivision, with its principal office located at 1899 West Winchester Road, Libertyville Illinois 60048 ("District").

Section 1. Recitals.

A. Licensee and the District have previously entered into a license agreement dated December 1, 2020 (the "License Agreement"). The License Agreement provides for Licensee's use of the Licensed Premises for the Program.

B. The Licensee desires to amend the License Agreement via this First Amendment to (i) expand the Licensed Premises and (ii) install two carport structures within the expanded Licensed Premises, to be used for the Program.

C. The District is willing to amend the License Agreement as provided in this First Amendment.

Section 2. Amendments to License Agreement.

A. **Section 5.** Section 5 of the License Agreement is hereby deleted in its entirety and replaced with the following new Section 5 (additional language is double underlined, deleted language is ~~stricken through~~):

5. USE OF THE LICENSED PREMISES. The License allows Licensee to (a) use the Licensed Premises for an educational program entitled "Green Youth Farm in Lake County" more particularly described on Exhibit B, subject to the terms and conditions of this Agreement (the "Program"), (b) maintain within the Licensed Premises two 8' x 12' wooden sheds (c) install, use, and maintain within the Licensed

Premises two carport structures, one on a concrete pad used to prepare produce for sale, and another on turf and woodchips for gatherings, such as meetings, trainings, lunch and related activity not including the preparation of food, on the southwest corner of the farm plot and a temporary hoop house without concrete foundation, within the fenced boundary, as approved by District, (d) use the maintenance building near the Licensed Premises (the "Maintenance Building") for shelter in emergencies, (e) at Licensee's own expense, purchase and have installed a 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, (f) use Shelter "C" during the week for lunch and breaks, 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 ~~Direction~~ Director, in his sole discretion, for pre-arranged educational programs and classes and for sale of Green Youth Farm in Lake County products. Licensee shall not permit the Subject Property 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 Subject Property without the prior written consent of the District's Executive Director.

B. Section 12. Section 12 of the License Agreement is hereby deleted in its entirety and replaced with the following new Section 12 (additional language is double underlined, deleted language is ~~stricken through~~):

12. TERMINATION.

- A. If, at any time during the term of this Agreement, 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 advanced written notice to the other party.

C. Within a reasonable time prior to expiration or termination of this Agreement, for whatever reason, Licensee shall be obligated to remove any carports, equipment, materials, supplies, and other personal property previously installed and used by Licensee within the Licensed Premises, including but not limited to those referenced in Section 5 of this Agreement.

D. Immediately upon termination of this Agreement, for whatever reason, 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 termination will survive termination.

Section 3. Amendments to Exhibits to License Agreement.

A. Exhibit A.

The License Agreement is hereby amended by deleting Exhibit A in its entirety and replacing it with new Exhibit A attached to this First Amendment.

B. Exhibit B.

The License Agreement is hereby amended by deleting Exhibit B in its entirety and replacing it with new Exhibit B attached to this First Amendment.

Section 4. Agreement in Full Force and Effect; Definitions.

Except as herein modified or amended, the provisions, conditions, and terms of the License Agreement shall remain unchanged and in full force and effect and are hereby ratified and confirmed by the parties hereto. Capitalized terms used in this First Amendment shall have the same definitions as set forth in the License Agreement to the extent such capitalized terms are defined therein and are not defined differently in this First Amendment.

[Signature Page Follows]

IN WITNESS WHEREOF the parties have caused this First Amendment to be executed,
effective as of the date first written above.

WITNESS:

LICENSEE:

ATTEST:

LAKE COUNTY FOREST PRESERVE DISTRICT:

By: _____

By: _____

Its: Secretary

Its: President

ACKNOWLEDGMENTS

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

This instrument was acknowledged before me on _____, 2021, by Angelo D. Kyle, the President of the **LAKE COUNTY FOREST PRESERVE DISTRICT**, a body politic and corporate, and by Julie Gragnani, the Secretary of said District.

Signature of Notary

[SEAL]

My Commission expires: _____.



This instrument was acknowledged before me on _____, 2021 by Paul Rafac, Executive Vice-President and CFO of the Chicago Horticultural Society.

Signature of Notary

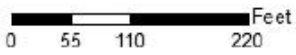
[SEAL]

My Commission expires: _____.

Exhibit A Licensed Premises

Exhibit A

Lake County Forest Preserve District
Land Preservation and Special Projects
1399 W Winchester Rd
Libertyville, Illinois 60048
847-988-3351



Legend



Forest Preserve
Boundary



Green Youth Farm
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.

2017 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 19 May 2021

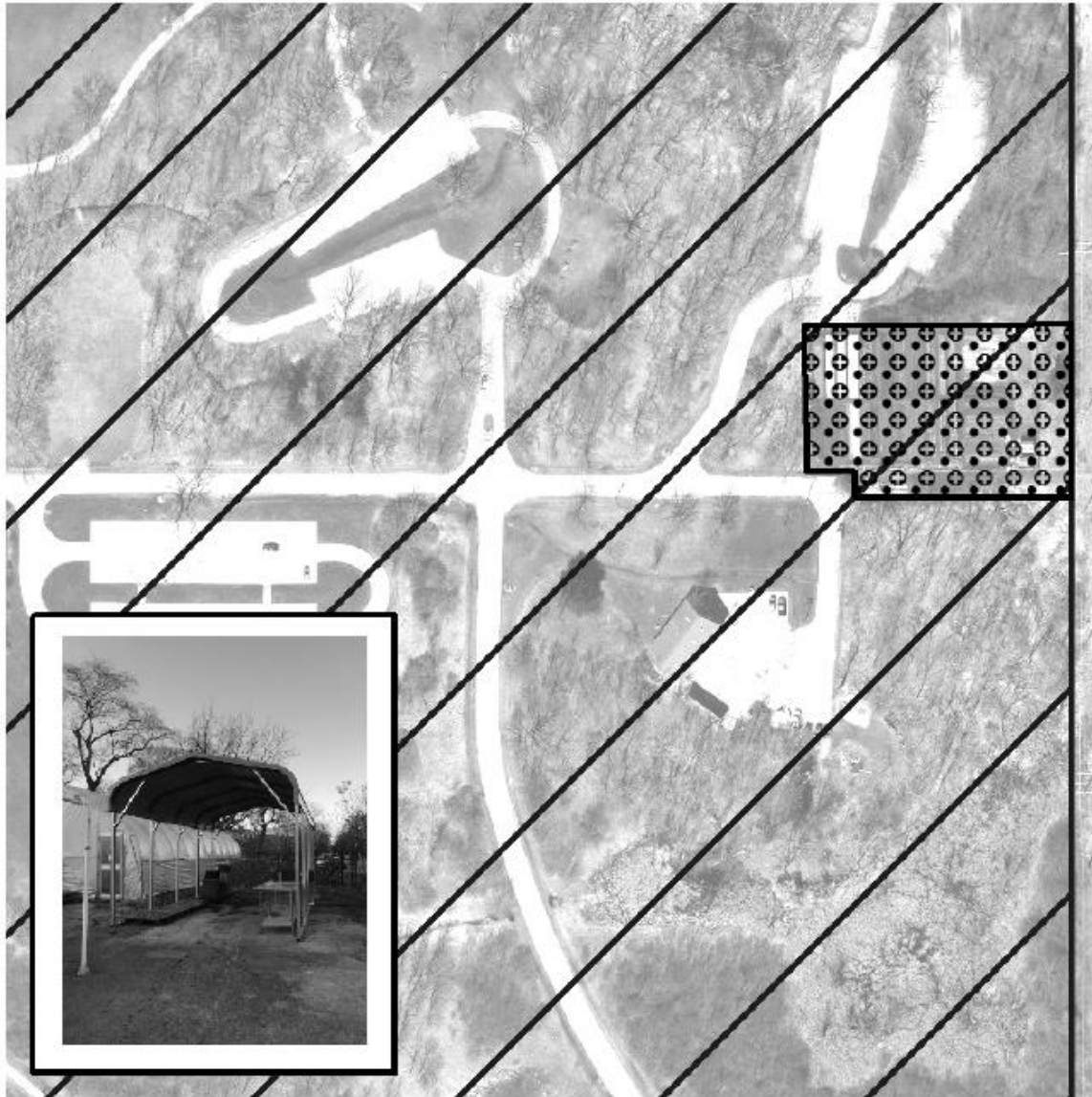


Exhibit B

(additional language is double underlined, deleted language is ~~stricken through~~):

In cooperation with the Preservation Foundation of the Lake County Forest Preserves, the Green Youth Farm in Lake County was started in spring 2003 on just over one acre of land in the Greenbelt Forest Preserve. The program serves up to 25 teens every summer who gain horticultural skills, in a learning-by-doing situation, by planting, tending and harvesting produce on the one-acre plot. Produce is sold at two farm stands and a carport every week during the peak of the growing season. In addition, teens hone life skills through participation in giving presentations, attending educational opportunities and interacting with the general public.