



## **Kane County**

## Forest Preserve District, Planning and Utilization Committee

## **Agenda**

President Bill Lenert, Chair Cherryl Strathmann, Vice-Chair Deborah Allan, Alex Arroyo, Mavis Bates, Dale Berman, Chris Kious, Myrna Molina, Ted Penesis

Thursday, September 25, 2025

9:30 AM

**3rd Floor Board Room** 

- I. Call To Order

  Remote Attendance Approval
- II. Approval of Minutes from June 26, 2025 and August 28, 2025
- III. Public Comment (Each Speaker is limited to three minutes)
- IV. Bids and Proposals
- V. New or Unfinished Business

**TMP-25-1142** Resolution Authorizing a License For Bison Grazing with American Indian Center, at Burlington Prairie Forest Preserve

- VI. Closed Session to Discuss Land Acquisition, License Agreements, Potential Litigation and Personnel
- VII. Communications
- VIII. Chairman's Comments
- IX. Adjournment

Adjournment until: Thursday, October 30, 2025 at 9:30 a.m. in person at the Forest Preserve District Administration Offices 1996 S. Kirk Road, Suite 320 Geneva, Illinois and via zoom

https://zoom.us/j/6302325980? pwd=aURTSGJoRIVJNDRCcHJXd3dvaVVrUT09 Meeting ID: 630 232 5980 Password: 24680 The Request to Speak Form on the Districts' website must still be completed for guests to speak at the meeting.

STATE OF ILLINOIS	)	
		SS
COUNTY OF KANE	)	

#### FP RESOLUTION NO. TMP-25-1142

## RESOLUTION AUTHORIZING A LICENSE FOR BISON GRAZING WITH AMERICAN INDIAN CENTER, AT BURLINGTON PRAIRIE FOREST PRESERVE

WHEREAS, the Forest Preserve District of Kane County desires to further its efforts to restore the tallgrass prairie ecosystem across Kane County; and

WHEREAS, the tallgrass prairie ecosystem was historically shaped through means of disturbances, including grazing by bison; and

WHEREAS, the Forest Preserve District of Kane County sought proposals from organizations interested in partnering on a regenerative bison grazing license to reintroduce bison to the Burlington Prairie Forest Preserve; and

WHEREAS, American Indian Center, in partnership with Ruhter Bison, submitted a proposal to graze 6-12 bison at the preserve and have agreed to a three-year grazing license with four potential options for renewal, as well as expansion of the program in the future.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Forest Preserve District of Kane County, Kane County, Illinois, that the License Agreement with American Indian Center, which is attached hereto as Exhibit A, is hereby approved and that the President and Secretary of the Forest Preserve District of Kane County are hereby authorized and directed to execute said agreement on behalf of the District in accordance with its terms.

APPROVED AND PASSED on this 14th day of October, 2025.

Bill Lenert Mohammad Iqbal
President, Kane Forest Preserve
Kane County, Illinois Kane County, Illinois



## **AGENDA MEMORANDUM**

**DATE:** September 25, 2025

**TO:** Forest Preserve District Planning and Utilization Committee

**FROM:** Patrick Chess, Director of Natural Resources

Benjamin Haberthur, Executive Director

**SUBJECT:** Presentation and Approval of a License Agreement with American Indian Center at the

**Burlington Prairie Forest Preserve** 

#### **PURPOSE:**

The purpose of this memorandum is to provide the Committee with information to consider the approval of a license agreement with the American Indian Center for the use of portions of Burlington Prairie Forest Preserve for the reintroduction of the North American Buffalo (*Bison bison*).

#### **BACKGROUND:**

The tallgrass prairie once covered Illinois in an ocean of grass. These diverse and productive ecosystems put down deep, stubborn roots and resisted settlement until the invention of the steel plow in the 1830s. Rapidly, the prairie disappeared from the landscape, ultimately leaving Illinois with less than a tenth of a percent of its original 22 million acres of prairie.

Restoring tallgrass prairie has been one of the primary goals of the District. Currently the District is converting about 250 acres of agriculture to prairie annually. Restoration is a hands-on process to manage and maintain the diversity once present. Key to the historic management of the prairie was ecological disturbance, primarily driven by two factors: fire and grazing. Fire has been reintroduced by staff, but the grazing component is still missing. Bison were one of the engineers of the prairie, but suffered and even quicker decline than the prairie itself, and were fully extirpated from the state in the early 1800s.

Conservation efforts to preserve the North American bison have been wildly successful in the west, and more recently have proven to be successful east of the Mississippi River as well. The District has also completed a multi-year pilot project at Aurora West Forest Preserve. Over a 5-year period (2018-2023), cattle were used to simulate bison and demonstrated that our rebuilt grasslands can function following the introduction of a properly stocked grazing species.

In fall 2024, the District built a fence to enclose 32 acres of restored tallgrass prairie with the intent to reintroduce bison to the landscape. In June 2025, the District released a request for proposals to seek a partner organization interested in a regenerative bison grazing collaboration.

The only proposal submitted was from the American Indian Center (AIC) in partnership with Ruhter Bison. AIC is the nation's first urban Native center, founded in 1953. AIC serves all Native people thorough a variety of programs, including Traditional Ecological Knowledge programs designed to maintain connections to traditional lifeways and a food sovereignty program that teaches gardening, foraging and traditional foods as tools for healing.

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Ruhter Bison has extensive experience managing bison herds for conservation purposes, including a herd on McHenry County Conservation District property. They will handle the day-to-day care of the herd, ensuring animal health and safety.

The proposed license agreement with AIC calls for a three-year term with the potential for up to four renewal options. Initially, there will be between 6-12 bison within the Burlington herd, with the potential for expansion as the fenced in area grows in size. As bison owners, AIC will assume liability for the herd. Additionally, to help mitigate potential risks, District staff alongside representatives from AIC and Ruhter Bison have collaborated on a detailed incident response plan outlining emergency response procedures.

#### FINANCIAL IMPACT:

The financial terms of license call for a grazing fee of \$10/acre. For the initial 32-acre pasture, this brings the total fee to \$320 annually.

#### RECOMMENDATION:

Staff recommends the Committee approve the license agreement with American Indian Center for the use of portions of Burlington Prairie Forest Preserve, for bison grazing.

#### **ATTACHMENTS:**

License Agreement Management Plan Incident Response Procedure License Map

# THE FOREST PRESERVE DISTRICT OF KANE COUNTY BISON TRANSFER AND CONSERVATION LICENSE AGREEMENT

This Bison Conservation License Agreement, dated <u>date</u>, 2025, is made and entered into by and between the Forest Preserve District of Kane County (District), 1996 S Kirk Road, Suite 320, Geneva, Illinois, 60134 and American Indian Center (AIC), 3401 W. Ainslie St., Chicago, Illinois, 60625; collectively referred to as "Parties", singularly referred to as "Party".

The District operates under the Downstate Forest Preserve Act (the Act). The District enters into this Bison Conservation License Agreement ("License Agreement") with American Indian Center, as the use associated with this License Agreement is related to an activity of the District under the Act.

American Indian Center is a non-profit organization, qualified under Section 501(c)(3) of the United States Internal Revenue Code and organized for the mission..."to promote fellowship among Native people of all Tribes living in metropolitan Chicago and to create bonds of understanding and communication between Natives and non-Natives in this city; to advance the general welfare of Natives into the metropolitan community life; to foster the economic advancement of Natives; to sustain cultural, artistic and avocational pursuits; and to perpetuate Native cultural values."

For the mutual benefits arising hereunder and subject to the terms and conditions herein, the District transfers ownership to approximately 6-12 head of Bison and grants a Bison Conservation License Agreement to American Indian Center for the use of the property situated in the Township of Burlington, County of Kane and State of Illinois, known and described as approximately 32 acres of prairie and a future expansion of 64 acres, located in Burlington Prairie Forest Preserve, 13N240 Engel Road, Burlington, Illinois, PIN 04-05-300-011, and further described as the Burlington Bison Conservation Area, depicted on Attachment A "Licensed Premises").

American Indian Center, for and in consideration of the conditions set forth herein, covenants and agrees with the District as follows:

- 1. **TRANSFER AND PURPOSE:** In consideration of the obligations undertaken by the American Indian Center set forth herein, the District transfers ownership of the Bison to American Indian Center immediately upon the arrival of the Bison to the Licensed Premises. The American Indian Center accepts ownership of the Bison immediately upon their arrival at the Licensed Premises and shall use the Burlington Bison Conservation Area for the purpose of reintroducing Bison to the native ecosystem and be integrated into the natural resource management of the land, foster cultural restoration and ecological healing, gain experience in Bison herd management, reconnect urban Native people with Bison, maintain cultural practices, share traditional ecological knowledge, host events and workshops that engage the Native and non-Native community.
- 2. **LICENSE TERM**: The District hereby grants to American Indian Center a Bison Conservation License Agreement for a three (3) year term commencing on <u>DATE 2025</u> and ending on <u>DATE 2028</u>. The Parties agree that this License shall automatically renew for up to four (4) renewal options, each renewal being for a term of three (3) years (potentially a total of twelve (12) years in total length of renewals) unless either party shall deliver a written notice of non-renewal at least four (4) months prior to the expiration of the current term or renewal term.
- 3. **LICENSE FEE:** The license fee shall be \$10.00 per acre for 32 acres of pasture, for a total annual license fee of \$320.00. Upon the use of the future expansion by AIC, an amendment to the license shall be issued for the additional acreage and increased license fee, using the rate of \$10.00 per acre. During the term of the License Agreement, 50% of the license fee is due by March 31, of each year and the balance (50%) shall be due by December 15, of each year.
- 4. **BISON OWNERSHIP:** The District shall accept and assume ownership of a herd of 6-12 Bison from The Nature Conservancy (TNC), originating from Nachusa Grasslands, 8772 S Lowden Rd, Franklin Grove, IL 61031. TNC is a non-profit organization, qualified under Section 501(c)(3) of the United States Internal Revenue Code, whose mission is to conserve the lands and waters on which all life depends. Upon arrival to the Licensed Premises, permanent ownership of the Bison shall be transferred from the District to American Indian Center. Ownership of the Bison by American Indian Center, and future

progeny, shall survive this License Agreement, including all renewal options, amendments and addenda. As Bison owners and stewards, American Indian Center, shall comply with all laws and ordinances, and the orders, rules, regulations, and requirements of all federal, state and municipal governments and appropriate departments, commissions, boards and officers of these entities, or any other body now or subsequently constituted exercising similar functions, foreseen or unforeseen, ordinary as well as extraordinary, which may be applicable to the Burlington Bison Conservation Area and not knowingly permit unauthorized uses, activities, and/or access to the Bison pasture.

- 5. **BISON INTRODUCTION EVENT:** Stewardship responsibility of the Bison by American Indian Center shall commence upon arrival of the Bison at the Licensed Premises. Ownership and stewardship obligations of the American Indian Center shall be further and formally affirmed at the introduction event and spiritual ceremony planned for *Date*. The introduction event shall not be open to the general public out of respect for Native culture and traditions and shall further the goal of reducing the stress upon the Bison as they become acclimated to their new pasture.
- 6. **INFRASTRUCTURE AND MAINTENANCE:** The District has installed a solar energized perimeter fencing, surrounding approximately 32 acres of Bison pasture. The District plans to install an energized perimeter fence for the future expansion of the Bison pasture of approximately 60 acres. The District has installed a 1.25" water line (with tracer wire) originating from a current ground water well on site for the use of providing water to the Bison pasture. The District has installed a frost-free hydrant that is fitted for additional water line connections and a Cobett LB050 livestock watering system (with 61" base tube), to offer fresh water to the Bison. There is no concrete or stone apron surrounding the waterer. The maintenance responsibilities are as follows:
  - a. The Licensee shall be responsible for the repair and maintenance of fencing, gates, electric fence and energizers, livestock waterer, hydrant, below ground water connections at the hydrant and livestock waterer, storage structure, and future infrastructure improvements and installations by the Licensee. Licensee shall keep the storage area, exterior of fence perimeter, and maintenance lanes mowed and clear of debris. Gates will have two locks (Licensee lock and District lock) daisy

- chained together and maintained in good working order by each party. Improvements by the Licensee must be approved by the District, in writing (except for emergency repairs), prior to the commencement of said improvement.
- b. The District shall be responsible for the water control structure in Field 2. Water well, pump house, and other public amenities such as the parking lot, picnic shelter, latrine, preserve access road, entry gates, and future electric service shall be the responsibility of the District.
- 7. **PREMISES CONDITION:** No representation as to the condition of the Licensed Premises has been made by the District, its agents, or employees, to the Licensee prior to the execution of this License Agreement that are not expressed or endorsed in this License Agreement.
- 8. **STEWARDSHIP PLAN:** The Stewardship Plan/Management agreement between American Indian Center and Ruhter Bison, LLC, attached hereto as Attachment B, shall outline the responsibilities including, but not limited to Bison monitoring, stocking/harvest plan, pasture perimeter checks, safety protocols, supplemental feeding, land management and maintenance. Updates and amendments to the plan shall be approved by the District, and the most current plan shall be incorporated herein.
- 9. **INCIDENCE RESPONSE PLAN:** The Licensee shall submit a comprehensive Incidence Response Plan to address escaped Bison, incidents within the pasture, field mortalities, etc. The Incidence Response Plan must be approved by the District, prior to the arrival of Bison on the Licensed Premises, attached hereto as Attachment C and incorporated herein. Updates and amendments to the plan shall be approved by the District, and the most current plan shall be incorporated herein. The Incidence Response Plan shall include the following:
  - a. Site map of the Licensed Premises and labeled features of surrounding roadways, access routes, gate locations, and addresses of immediate neighbors.
  - b. Contact information of Licensee's staff, key District staff, surrounding enforcement agencies and first responders required for incident communications and detail the chain of command.
  - c. Detail the pertinent information needed to coordinate an effective response, dependent on the type of incidence.

- d. Outline incident response logistics and safety protocols specific to the type of incidence, type of livestock, and dispatching a response on District and private land.
- 10. **PESTICIDE USE AND RESTRICTION**: Pesticide, herbicide, fungicide, and insecticide (collectively, pesticides) applicators and operators must adhere to all label requirements, warnings, restrictions, and application rates of pesticides used. Applicators and operators must adhere to all label precautionary statements and instructions to control pesticide drift, surface runoff, and protect groundwater. The following pesticides (and any formula containing) are restricted from use: atrazine, paraquat (trade names include Gramoxone, Parazone, etc.), dicamba/salts of dicamba (trade names include Dianat, Banvel, Vanquish, etc.), and spray application of any neonicotinoid product. Pesticides that persist in the soil with residual control of vegetation beyond the growing season are prohibited. The use of prohibited herbicides and pesticides is grounds for immediate termination of the License Agreement at the sole discretion of the District. Any use of pesticides must be granted in writing from the District.
- 11. **ACCESS TO BISON CONSERVATION AREA:** AIC shall have access to the Bison Conservation Area and Bison pasture via the Burlington Prairie Preserve main drive, and agrees with the following:
  - a. Licensee shall use the preserve main drive for ingress/egress to the Bison pasture and shall be responsible for the repair of any damage to the preserve main drive, preserve gates, parking lot, and any portion of Burlington Prairie Forest Preserve from use by the Licensee, and Licensee's contractors, should damage occur. All repairs, maintenance, and replacements required to be performed by the Licensee shall be completed in a good and workmanlike manner in compliance with all applicable laws, ordinances, codes and regulations, using new materials of a quality not less than that of the materials originally used, and shall be performed as promptly as reasonably possible and in a manner and at times so as to minimize any disruption to the public, to the standards and satisfaction of the District.
  - b. Licensee will be issued a key to the preserve's security gate for access outside of preserve hours for management and special uses.

- c. Licensee shall not park equipment or vehicles on the preserve main access drive or parking lot for any extended period of time that interferes with District and public use.
- d. Any closure of Burlington Prairie Forest Preserve to the public for management, maintenance, and special uses by either Party, which, with the exception of emergencies and extreme weather events, shall be agreed upon by both Parties and notice provided to both no less than 7 days prior to the closure.
- 12. **EDUCATIONAL PROGRAMMING:** Parties may use Burlington Prairie Forest Preserve and Burlington Bison Conservation Area for educational programs as it is deemed to be in the programmatic interest of both Parties. Parties shall mutually develop an interpretive strategy, interpretive signage, and messaging to be used for environmental education about Burlington Prairie Bison and prairie ecology and management, as well as the historical and cultural importance of Bison to regional Native tribes. The goal of all educational programming will be to connect people, both Native and non-Native, to the bison and to the land in a culturally respectful way.
- 13. **NO PARTNERSHIP CREATED:** Nothing contained in this License Agreement is intended to create a partnership or joint venture between the parties with respect to Licensee's operations on the Licensed Premises. The relationship between the parties is, and shall remain, as Licensor (District) and Licensee (AIC). Licensee's operation shall not impose upon the District any liability, debt or debts specifically enumerated in this License Agreement.
- 14. **INSURANCE REQUIREMENTS:** American Indian Center shall maintain and keep in force at all times during the term of this License Agreement Commercial General Liability Insurance, with a carrier acceptable to the District, specifically including bodily injury, personal injury and property damage with limits of not less than two million dollars (\$2,000,000) per occurrence, and workman's compensation, no less than statutory limits, written on an occurrence basis, and extending said coverage to the District, as an additional insured. American Indian Center shall provide the District with a valid Certificate of Liability Insurance with the following wording; "The Forest Preserve District of Kane

County is additional insured" Said insurance shall provide, by endorsement, for not less than thirty (30) days' prior written notice to the District in the event of cancellation. For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A-VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A-VII or a Best's rating is not obtained, District has the right to reject insurance written by an insurer it deems unacceptable. District reserves the absolute right, in its sole discretion exercisable by the Executive Director or other representative designated by District, to make final determination as to whether any insurance obtained by American Indian Center meets the applicable insurance requirements herein. The failure of the District to demand such certificate(s), endorsements(s) or other evidence of full compliance with these insurance requirements or failure of the District to identify a deficiency from the evidence that is provided shall not be construed as a waiver of American Indian Center and any contractor's obligation to maintain such insurance. The District shall have the right of prohibiting American Indian Center or any employee, agent or contractor from entering the licensed premises until such certificate(s) and endorsement(s) in complete compliance with these requirements have been received.

15. **INDEMNIFICATION:** In the event that death or injury occurs to any person, or loss, destruction, or damage occurs to any property including but not limited to the person or property of the parties hereto, in connection with American Indian Center's use or occupation of the licensed premises, which is occasioned in whole or in part by the acts or omissions of American Indian Center or District, its agents, employees or servants, American Indian Center shall indemnify and hold harmless the District and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorney's and paralegals' fees and court costs), arising from or in any way connected with (i) the use of the licensed premises or of any business or activity thereon, or any work or thing whatsoever done, or condition created in or about the licensed premises during the use; (ii) any act, omission, wrongful act or negligence of American Indian Center or any American Indian Center's contractors or subcontractors, or the directors, officers, agents, employees, invitees of American Indian Center or American Indian Center's contractors or subcontractors. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of

indemnity which would otherwise exist as to any party or person described in this paragraph. American Indian Center and the District shall mutually protect, indemnify and hold and save harmless the other party, its officers, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of the other party's breach of any of its obligations under, or the other party's default of, any provision of the License Agreement. The American Indian Center takes possession and use of the licensed premises as is, and assumes all risk of accidents personally as well as for family, employees, agents, or persons coming on the licensed premises.

- **16. OBLIGATIONS OF PARTIES:** Each of the Parties agrees as to the other Party, that it shall be responsible to or for the following:
  - a. To appropriate or budget for annual contributions necessary to implementing the Stewardship Plan and setting forth and agreeing upon their respective responsibilities associated with maintenance and future expansion, subject to budget constraints and staff availability of the respective Parties.
  - b. To continue to utilize and manage the Bison pasture as provided for herein and to not knowingly permit unauthorized uses, activities, and/or access on the Bison pasture.
  - c. Any closure of Burlington Prairie Forest Preserve to the public for management, maintenance, and special uses by either Party, which, with the exception of emergencies and extreme weather events, shall be agreed upon by both Parties and notice provided to both no less than seven (7) days prior to the closure.
  - d. Each Party agrees to cooperate and consult with the other to amicably resolve any dispute or claims arising out of or in relation to this License Agreement.
- 17. **COVENANT AGAINST ASSIGNMENT OF LICENSE**: This License Agreement is not assignable by either Party. American Indian Center is not entitled to assign, sub-license, sub-lease or rent the licensed premises to another party, either verbally or in writing.

Assignments by American Indian Center is grounds for immediate termination of this

License Agreement.

18. LICENSE TERMINATION & EXPIRATION: In the event of a breach of the terms

hereof, the non-defaulting Party shall have the right to terminate this License for cause,

upon the giving of four (4) months written notice to the other Party. The Licensee agrees

at the expiration or termination of this License Agreement to yield possession of the

licensed premises to the District without further demand or notice, in as good order and

condition as when they were entered upon by the Licensee. Loss by fire, flood, tornado,

and ordinary wear is excepted. If the Licensee fails to yield possession, the Licensee shall

pay to the District a penalty of double the annual license fee for each day he or she remains

in possession thereafter, in addition to any damages caused by the Licensee to the District's

land or improvements, and said payments shall not entitle the Licensee to any interest of

any kind or character in or on the licensed premises.

19. **NOTICES:** The mailing of a notice by registered or certified mail, return receipt

requested, by personal delivery, express over-night delivery, e-mail or by telecopier

transmittal (fax) to the Party shall be sufficient service. Notices shall be deemed served

when received if delivered by hand or telecopier or express over-night deliver, or email,

and ten (10) days after the date mailed, if mailed as described above.

To District:

Forest Preserve District of Kane County

Attention: Michelle Blackburn

1996 South Kirk Road, Suite 320

Geneva, Illinois 60134

Phone: 630-232-5981

Email: BlackburnMichelle@Kaneforest.com

To Licensee: American Indian Center

Attention: John Young

3401 W Ainslie Street

Chicago, Illinois 60625

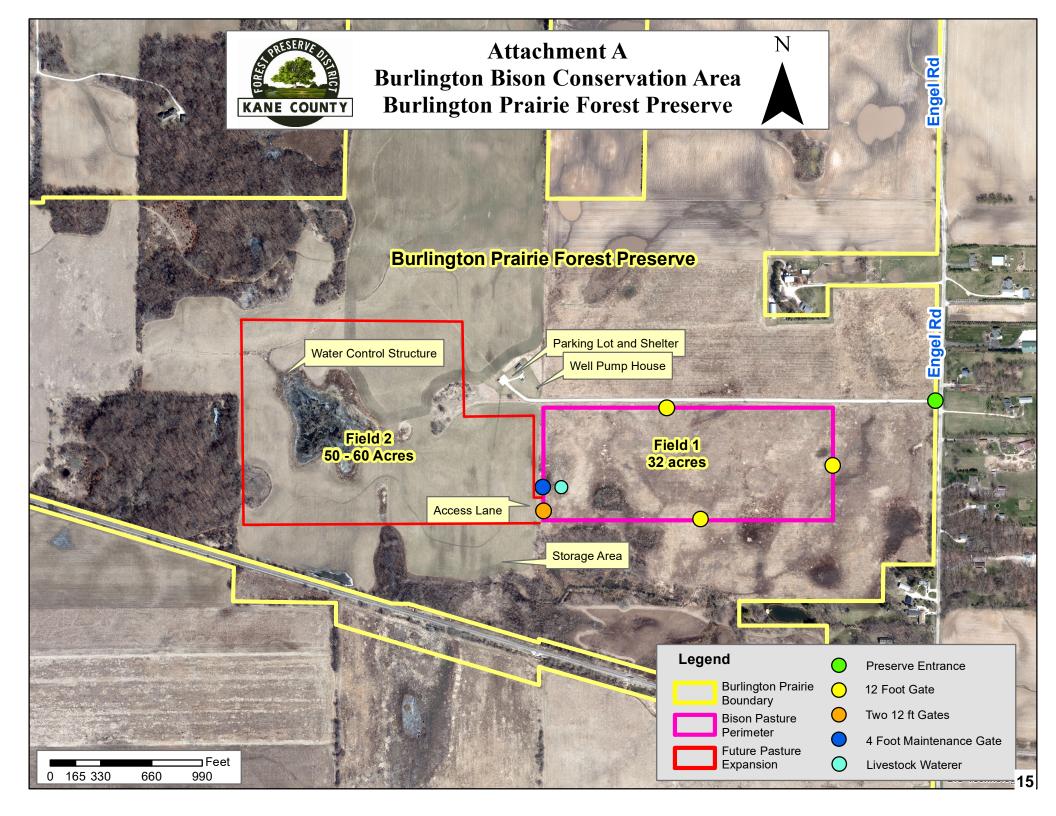
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Phone: 773-275-5871

Email: Jay.young@chicagoaic.org

IN WITNESS WHEREOF, each of the Parties has caused this Bison Conservation License Agreement to be executed by its duly authorized representative as of the day and year first above written.

FOREST PRESERVE DISTRICT OF KANE	AMERICAN INDIAN CENTER	
COUNTY		
By:	By:	
Bill Lenert, President	John Young, Co-Executive Director	
Attest:	Attest:	
Mohammad Iqbal, Secretary	Its Secretary	



## **Burlington Prairie Bison Stewardship Plan**

Attachment B - Bison Conservation License Agreement

## 1. Introduction

The Burlington Prairie Bison Stewardship Plan outlines the shared responsibilities of the American Indian Center (AIC), Ruhter Bison, and the Forest Preserve District of Kane County (District) in the care and management of the Burlington Bison Conservation Area. This plan fulfills requirements of the Bison Conservation License Agreement and integrates ecological, cultural, and safety goals into a unified framework.

AIC will serve as cultural steward and primary licensee. Ruhter Bison will serve as technical manager for day-to-day herd care. The District will serve as land manager, infrastructure provider, and oversight authority. Together, these partners will ensure bison are cared for, the prairie is restored, and the public benefits from safe, educational engagement.

## 2. Goals and Guiding Principles

- Restore and maintain high-quality grassland habitat through regenerative bison grazing.
- Reconnect urban Native communities to bison as relatives, teachers, and keystone species.
- Integrate Traditional Ecological Knowledge (TEK) with modern conservation science.
- Provide safe, transparent protocols for herd management and incident response.
- Create opportunities for education and engagement with both Native and non-Native communities.

## 3. Herd Management

- Initial Herd Size: Approximately 8–10 animals will be introduced in 2025, sourced from The Nature Conservancy's Nachusa Grasslands herd. Final composition will be determined at the time of transfer, with animals selected by Nachusa as most appropriate for relocation.
- **Composition**: The initial group will likely consist of a cohesive social unit (such as cows, calves, and yearlings). Keeping familiar animals together supports herd stability, reduces stress, and encourages natural social behavior.
- **Future Herd Growth**: Herd size may be increased incrementally as conditions allow, up to 15–20 animals when additional acreage (Field 2) becomes available. Stocking rates will be adjusted adaptively to maintain prairie health. Any surplus animals beyond the carrying capacity of the pasture will be managed in consultation with Ruhter Bison.
- Monitoring: The herd and infrastructure will be visually monitored daily when feeding or observing, with more thorough checks of fences, gates, and waterers several times each week.
- Feeding: Supplemental hay and grain will be provided during seasonal stress periods or drought, with all costs borne by AIC.
- **Veterinary Care**: Veterinary services will be arranged by AIC as needed.
- Calves: Calf ownership and management will follow the Services Agreement between AIC and Ruhter Bison.
- Handling: All herd movement and sorting will use low-stress techniques.

## 4. Grassland and Habitat Management

- **Invasive Species Prevention**: AIC will clean equipment before site entry, responsibly source hay, and address invasive species introductions through removal/control.
- Adaptive Grazing: Stocking rates and rotations adjusted annually based on vegetation surveys and forage conditions.
- Land Management Practices: The District and AIC will collaborate on prescribed burns, mowing rotations, invasive species control, and other practices to support long-term prairie health.

• **Long-Term Goal**: Use bison as active ecological agents to maintain biodiversity, soil health, and prairie function.

### 5. Infrastructure and Maintenance

#### • Fencing & Gates:

- District has installed solar perimeter fencing and a Cobett waterer.
- AIC is responsible for repair and maintenance of fencing, gates, electric fence and energizers, livestock waterer, hydrant connections, storage structure, and any future infrastructure improvements or installations made by the Licensee.
- **Water System**: AIC maintains hydrant connections and waterer; District maintains the well, pump house, and water control structure.
- Mowing & Debris Clearance: AIC shall keep the storage area, exterior of fence
  perimeter, and maintenance lanes mowed and clear of debris, as required in the License
  Agreement.

#### Corral System:

- Planned corral and holding pen designed for sorting calves, loading animals, and handling emergencies (per discussions among Ruhter, Parsons, and Chess).
- o Permanent panels (wood with barrier) combined with a portable Morand system.
- District funds may support panels for a small system; design details to be finalized collaboratively.
- Storage & Roads: District maintains the main preserve drive and public amenities; AIC repairs any damage caused by its operations.

## 6. Safety and Incident Response

The **Bison Incident Response Plan (Exhibit C)** provides detailed procedures for escapes, mortalities, and emergencies. Key points include:

- 911 and Kane County Public Safety as first contact.
- Public kept 500 yards back.
- Herd managed with vehicles/ATVs positioned outside flight zones.
- Clear chain of command with contacts for AIC, Ruhter, and District staff.
- Lethal force protocols when public safety is at risk.

## 7. Education and Community Engagement

- **Programs**: AIC will host workshops, tours, storytelling events, and school programs, engaging at least 1,000 people annually.
- **Interpretation**: AIC and District will jointly develop interpretive signage and an online hub with ecological and cultural information.
- **Community Partnerships**: Engagement will prioritize Native first-voice perspectives, integrating bison into broader food sovereignty and TEK initiatives.
- Evaluation: Participation will be tracked through sign-ins, surveys, and program reports.

## 8. Evaluation, Record-Keeping, and Reporting

- **Annual Review**: Stocking rates, forage health, herd condition, and habitat outcomes will be reviewed annually with District staff.
- **Program Reports**: AIC will report on education and outreach metrics.
- **Record-Keeping**: AIC and Ruhter Bison will maintain logs of herd health observations, grazing patterns, and incidents, to be available to the District upon request.
- Adaptive Management: Adjustments to grazing, herd size, and management practices will be made collaboratively.

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#### Attachment C

### Procedure to Respond to Bison Incident at Burlington Prairie

Address: 13N240 Engel Rd. Sycamore, IL

#### 1. Prevention and Preparation

The following steps will be taken to prevent bison from escaping the enclosure or facilitate the recapture of an escaped bison:

- a. Perimeters of the enclosure will be properly fenced and monitored regularly for breaches or damage.
- b. Gates will be closed and locked at all times. AIC, Ruhter Bison, and Kane County Forest Preserve will have keys to locks.
- c. New bison will be held in a holding paddock for no less than 48 hours to be accustomed to the new enclosure.
- d. Response teams will be trained and equipped to properly follow these procedures.
- 2. Response
- 3. Any reports of a bison outside of the enclosure should go to 911 (Kane COMM Emergency Communications Center) to notify Public Safety. Public Safety will respond and notify a Bison Response Team member:

•	Jay Young	AIC co-executive director	Cell 785.312.1086
•	Ruhter staff	Ruhter Bison	Phone
•	Patrick Chess	NRM Director	Cell 630-649-1395
•	Bill Graser	NRM Wildlife Biologist	Cell 630-301-2228
•	Michelle Blackburn	Ag Coordinator	Cell 630-470-0990

- 4. If Team is unable to respond in a timely manner or if the bison are not on Kane County Forest Preserve land, 911 should notify surrounding Law Enforcement agencies of the incident, and to respond.
- 5. Gather basic information on the incident:
  - How many bison are outside the fenced enclosure?
  - Where are they located?
  - How are the bison behaving (running, grazing, threatening life safety)?
  - Has anyone been injured?
- 4. The first responding FPDKC Public Safety Officers or Bison Response Team member should determine:

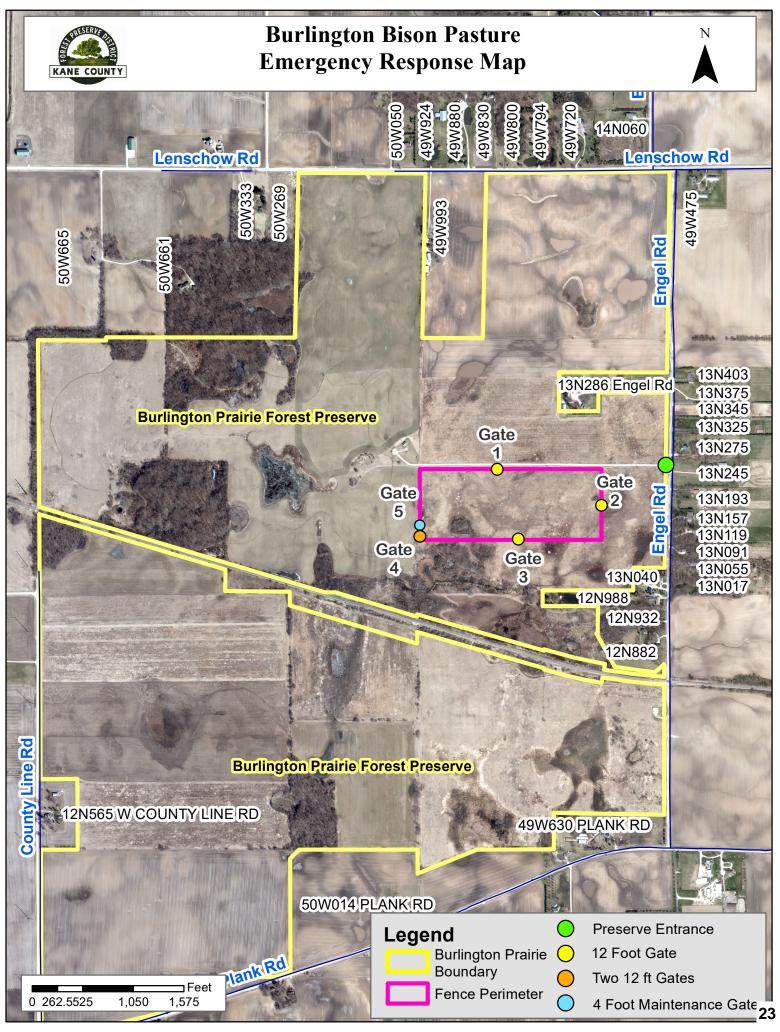
- Has the fence been compromised, and if so, the exact location?
- Any other pertinent information as stated above.
- 5. FPDKC PS Officers will assume command of the scene and work in conjunction with the Bison Response Team members to implement this Plan. The goal of the Plan is to:
  - Safely get the bison back into their enclosure.
  - If this is not possible, or there is a threat to life safety, dispatch the bison.

#### **Incident Response Logistics:**

- Bison behavior may be unpredictable. An animal that is cornered, chased, or scared will become aggressive and may charge. Animals that are stressed or anxious will have greater flight distances, which means they will run away when approached even at a further distance. If more than one animal has escaped then manage both as a single escape and do not separate them.
- Give the Bison space and try not to stress the animal.
- Keep the public back at least 500 yards.
- Shut traffic down in the area if necessary.
- Request additional resources as necessary:
  - o Law Enforcement Officers from adjoining jurisdictions, Kane County Emergency Management Personnel.
- Move remaining bison away from the breached fence so that additional escapes are prevented.
- Open available enclosure gates for escaped bison to re-enter the pasture.
- Use "range cubes / treats" to lure escaped bison to an open gate.
- Do not stand between the escaped bison and an open gate, or the escaped bison and the herd
- Utilize vehicles or ATV's as needed by positioning them in the opposite direction you want the animal to go. Keeps ATV's, cars, and people outside of the flight zone.
- If the herd is still contained and the escaped bison is running the fence line trying to get back to the herd, then try to lure the herd away from the nearest gate. Ideally the open gate and the enclosed herd will all be within the line of sight of the escaped animal. Open the nearest gate for the escaped bison to return to the herd. Do not stand next to the gate, which will prevent the escaped animal from moving towards the gate. Do not get between the escaped animal and the herd or open gate, which will cause the animal to go further away. You can expect the animal outside of the enclosure to begin panicking once the herd moves further away. Place ATV's or people outside the flight zone in areas where the bison should NOT go.
- If the herd is contained, but the escaped bison is somewhere else or if the entire herd has escaped, try to move the bison by positioning vehicles or ATVs in the opposite direction from where you want the animal to go. An animal will get scared if you get too close or becomes separated from the herd and may become aggressive. Make sure there are no people, moving vehicles, dogs, loud noises, flapping tarps, etc. in the path of where you want the animal to go. Move them towards an open gate. Do not stand or block the gate.
- People assisting in driving or moving an animal should have an escape route in the event an animal charges. Escape routes can be behind large trees, rocks, under fences, or in

- cars. If the bison poses a threat to human life and lethal force is required, use a rifle at close range. Shoot the animal behind the ear for a quick and clean kill.
- If needed, FPDKC Police have two high powered rifles at their disposal for escape events.
- Ruhter/AIC will make the decision for euthanasia, outside of an emergency situation that poses immediate threat to public safety.

**Burlington Prairie FP Map and gate locations:** 



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