

**KENDALL COUNTY FOREST PRESERVE DISTRICT  
MEETING AGENDA**

**TUESDAY, JANUARY 19, 2021**

**9:00 A.M.**

**KENDALL COUNTY HISTORIC COURTHOUSE – 3<sup>RD</sup> FLOOR COURTROOM**

- I. Call to Order
- II. Pledge of Allegiance
- III. Invocation
- IV. Roll Call
- V. Approval of Agenda
- VI. Public Comments

**CONSENT AGENDA**

- VII. Approval of Minutes
  - Kendall County Forest Preserve District Commission Meeting Minutes of January 5, 2021
  - Kendall County Forest Preserve District Operations Committee Meeting Minutes of January 6, 2021
- VIII. \*Approval of Claims in the Amount of \$26,976.28
- IX. \*\* Approval of the President's Appointment of Ruben Rodriguez to the Kendall County Forest Preserve District's Operations Committee, with the Concurrent Discharge of President Gilmour from the Operations Committee

**OLD BUSINESS**

*No items posted for consideration*

**NEW BUSINESS**

- X. \***MOTION**: Approval of the Kendall County Forest Preserve District 2021 Summer Camp Fees and Charges
- XI. Executive Session
- XII. \***MOTION**: Approval of Settlement and Entry of Consent Order in Kendall County Circuit Court Case No. 2020 CH. 35, Village of Minooka and Kendall County Forest Preserve District v. Alejandro Zavala, which includes, but is not limited to, a Payment of \$15,000.00 by Defendant Zavala to the District for Fines and Penalties for Defendant's Violations of the District's General Use Ordinance #02-01
- XIII. Public Comments
- XIV. Other Items of Business
  - 2021 State of the Kendall County Forest Preserve District Annual Report
- XV. Adjournment

*(\*) Requires affirmative vote of the majority of those elected (6) for passage (KCFPD Rules of Order Section G.2.b.v.a)*

*(\*\*) Requires advice and consent of a majority of those Commissioners present for passage (KCFPD Rules of Order Sections II.C.1, and III.C.1 and 2)*

***For remote electronic participation, please use the information provided below:***

**Microsoft Teams meeting**

[Click here to join the meeting](#)

+1 309-248-0701,,905626876# United States, Rock Island

Phone Conference ID: 905 626 876#

Kendall County

Kendall County Historic Courthouse - 3<sup>RD</sup> Floor Courtroom - 110 W. Madison Street - Yorkville, Illinois 60560  
If special accommodations or arrangements are needed to attend this District meeting, please contact the Administration Office at 630-553-4025 a minimum of 24-hours prior to the meeting time.

**KENDALL COUNTY FOREST PRESERVE DISTRICT  
COMMISSION MEETING MINUTES  
JANUARY 5, 2021**

**I. Call to Order**

President Gilmour called the meeting to order at 6:42 pm in the Kendall County Historic Courthouse – 3<sup>RD</sup> Floor Courtroom.

**II. Pledge of Allegiance**

The Pledge of Allegiance was recited at the start of the Kendall County Board meeting.

**III. Invocation**

An invocation was offered at the start of the Kendall County Board meeting.

**IV. Roll Call**

|   |           |   |         |
|---|-----------|---|---------|
| X | DeBolt    | X | Gilmour |
| X | Cesich    | X | Gryder  |
| X | Flowers   | X | Kellogg |
| X | Gengler   | X | Koukol  |
| X | Rodriguez | X | Vickers |

Commissioners DeBolt, Cesich, Flowers, Rodriguez, Gengler, Gilmour, Gryder, Kellogg, Koukol, and Vickers were all present.

**V. Approval of Agenda**

Commissioner Flowers made a motion to approve the Commission meeting agenda as presented. Seconded by Commissioner Gengler.

|                                      |                |                     |            |                |                     |
|--------------------------------------|----------------|---------------------|------------|----------------|---------------------|
| <b>Motion: Commissioner Flowers</b>  |                |                     |            |                |                     |
| <b>Second: Commissioner Gengler</b>  |                |                     |            |                |                     |
| <b>Roll call: Approval of Agenda</b> |                |                     |            |                |                     |
| <b>Aye</b>                           | <b>Opposed</b> | <b>Commissioner</b> | <b>Aye</b> | <b>Opposed</b> | <b>Commissioner</b> |
| X                                    |                | DeBolt              | X          |                | Gilmour             |
| X                                    |                | Cesich              | X          |                | Gryder              |
| X                                    |                | Flowers             | X          |                | Kellogg             |
| X                                    |                | Gengler             | X          |                | Koukol              |
| X                                    |                | Rodriguez           | X          |                | Vickers             |
| <b>Motion unanimously approved.</b>  |                |                     |            |                |                     |

Roll call: Commissioners DeBolt, Cesich, Flowers, Rodriguez, Gengler, Gryder, Kellogg, Koukol, Vickers, and Gilmour, aye. Opposed, none.

**VI. Public Comment**

No public comments were offered by citizens in attendance.

**CONSENT AGENDA**

**VII. Approval of Minutes**

- **Kendall County Forest Preserve District Commission meeting minutes of December 15, 2020**  
Director Guritz presented minutes for approval from the Kendall County Forest Preserve District Commission meeting of December 15, 2020.

**VIII. Approval of Claims for an Amount of \$17,749.69**

Commissioner Kellogg made a motion to approve the Consent Agenda. Seconded by Commissioner Gryder.

| Motion: Commissioner Kellogg     |                |                     |            |                |                     |
|----------------------------------|----------------|---------------------|------------|----------------|---------------------|
| Second: Commissioner Gryder      |                |                     |            |                |                     |
| <b>Roll call: Consent Agenda</b> |                |                     |            |                |                     |
| <b>Aye</b>                       | <b>Opposed</b> | <b>Commissioner</b> | <b>Aye</b> | <b>Opposed</b> | <b>Commissioner</b> |
| X                                |                | DeBolt              | X          |                | Gilmour             |
| X                                |                | Cesich              | X          |                | Gryder              |
| X                                |                | Flowers             | X          |                | Kellogg             |
| X                                |                | Gengler             | X          |                | Koukol              |
| X                                |                | Rodriguez           | X          |                | Vickers             |
| Motion unanimously approved.     |                |                     |            |                |                     |

**OLD BUSINESS**

*No items posted for consideration.*

**NEW BUSINESS**

**IX. MOTION: Approval of a Transfer from the Forest Preserve Land-Cash Fund (Fund 1910) to the Capital Projects Fund (Fund 1907) in the Amount of \$157,514.00 to be Completed on or before January 29, 2021**

Commissioner Gengler made a motion to approve a transfer from the Land-Cash Fund (Fund 1910) to the Capital Projects Fund (Fund 1907). Seconded by Commissioner Flowers.

| <b>Motion: Commissioner Gengler</b>                    |                |                     |            |                |                     |
|--|----------------|---------------------|------------|----------------|---------------------|
| <b>Second: Commissioner Flowers</b>                    |                |                     |            |                |                     |
| <b>Roll call: Transfer from Fund 1910 to Fund 1907</b> |                |                     |            |                |                     |
| <b>Aye</b>   | <b>Opposed</b> | <b>Commissioner</b> | <b>Aye</b> | <b>Opposed</b> | <b>Commissioner</b> |
|  | X              | DeBolt              |            | X              | Gilmour             |
|  | X              | Cesich              |            | X              | Gryder              |
| X  |                | Flowers             |            | X              | Kellogg             |
| X  |                | Gengler             |            | X              | Koukol              |
|  | (Abstain)      | Rodriguez           |            | X              | Vickers             |
| <b>Motion fails 7:2:1.</b>                             |                |                     |            |                |                     |

Roll call: Commissioners DeBolt, Cesich, Flowers, Rodriguez, Gengler, Gryder, Kellogg, Koukol, Vickers, and Gilmour, aye. Opposed, none.

**X. MOTION: Approval of Quote for Purchase of a 96” Plow Blade and End Wing Kit from Atlas Bobcat – Elk Grove Village in the Amount of \$3,357.00**

Commissioner Kellogg made a motion to approve a quote for purchase of a 96” plow blade and end wing kit in the amount of \$3,357.00. Seconded by Commissioner DeBolt.

Motion: Commissioner Kellogg  
 Second: Commissioner DeBolt

**Roll call: Transfer from Fund 1901 to Fund 1905**

| Aye | Opposed | Commissioner | Aye | Opposed | Commissioner |
|-----|---------|--------------|-----|---------|--------------|
| X   |         | DeBolt       | X   |         | Gilmour      |
| X   |         | Cesich       | X   |         | Gryder       |
| X   |         | Flowers      | X   |         | Kellogg      |
| X   |         | Gengler      | X   |         | Koukol       |
| X   |         | Rodriguez    | X   |         | Vickers      |

Motion unanimously approved.

Roll call: Commissioners DeBolt, Cesich, Flowers, Rodriguez, Gengler, Gryder, Kellogg, Koukol, Vickers, and Gilmour, aye. Opposed, none.

**XI. MOTION: Approval of a the Notification of State Award (NOSA) from the State of Illinois – Illinois Department of Natural Resources 2018 Regional Trails Program Grant Project #1154-22439 in the Amount of \$177,100.00 for the Fox River Bluffs Forest Preserve Public Access Improvements, which Includes a Required 20% District Funding Match of \$44,375.00**

Commissioner Cesich made a motion to approve a NOSA doe the IDNR 2018 RTP grant project #1154-22439 in the amount of \$177,100.00 for the Fox River Bluffs Forest Preserve Public Access Improvements, with a required 20% District funding match. Seconded by Commissioner Gengler.

Motion: Commissioner Cesich  
 Second: Commissioner Gengler

**Roll call: NOSA for RTP**

| Aye | Opposed | Commissioner | Aye | Opposed | Commissioner |
|-----|---------|--------------|-----|---------|--------------|
| X   |         | DeBolt       | X   |         | Gilmour      |
| X   |         | Cesich       | X   |         | Gryder       |
| X   |         | Flowers      | X   |         | Kellogg      |
| X   |         | Gengler      | X   |         | Koukol       |
| X   |         | Rodriguez    | X   |         | Vickers      |

Motion unanimously approved.

Roll call: Commissioners DeBolt, Cesich, Flowers, Rodriguez, Gengler, Gryder, Kellogg, Koukol, Vickers, and Gilmour, aye. Opposed, none.

**XII. Other Items of Business**

None.

**XIII. Public Comments**

Jim Wyman, WSPY, requested information on the status of the Millbrook Bridge Removal Project.

**XIV. Executive Session**

Commissioner Gryder left the meeting at 7:26 pm and did not return.

Commissioner DeBolt made a motion to enter into Executive Session under 2(c)21 of the Open Meetings Act for the purpose of discussion of minutes of meetings lawfully closed under this Act, whether for purposes of approval by the body of the minutes or semi-annual review of the minutes as mandated by Section 2.06. Seconded by Commissioner Vickers.

| <b>Motion: Commissioner DeBolt</b>      |                |                     |            |                |                     |
|---|----------------|---------------------|------------|----------------|---------------------|
| <b>Second: Commissioner Vickers</b>     |                |                     |            |                |                     |
| <b>Roll call: Executive Session</b>     |                |                     |            |                |                     |
| <b>Aye</b>                              | <b>Opposed</b> | <b>Commissioner</b> | <b>Aye</b> | <b>Opposed</b> | <b>Commissioner</b> |
| X                                       |                | DeBolt              | X          |                | Gilmour             |
| X                                       |                | Cesich              |            |                | Gryder              |
| X                                       |                | Flowers             |            | X              | Kellogg             |
| X                                       |                | Gengler             | X          |                | Koukol              |
| X                                       |                | Rodriguez           | X          |                | Vickers             |
| <b>Motion carries by a vote of 8:1.</b> |                |                     |            |                |                     |

Roll call: Commissioners DeBolt, Cesich, Flowers, Rodriguez, Gengler, Kellogg, Koukol, Vickers, and Gilmour, aye. Opposed, Commissioner Kellogg.

Executive Session called to order at 7:28 pm.

Commissioner Flowers made a motion to adjourn from Executive Session. Seconded by Commissioner Cesich.

| <b>Motion: Commissioner Flowers</b>             |                |                     |            |                |                     |
|---|----------------|---------------------|------------|----------------|---------------------|
| <b>Second: Commissioner Cesich</b>              |                |                     |            |                |                     |
| <b>Roll call: Executive Session Adjournment</b> |                |                     |            |                |                     |
| <b>Aye</b>                                      | <b>Opposed</b> | <b>Commissioner</b> | <b>Aye</b> | <b>Opposed</b> | <b>Commissioner</b> |
| X   |                | DeBolt              | X          |                | Gilmour             |
| X   |                | Cesich              |            |                | Gryder              |
| X   |                | Flowers             | X          |                | Kellogg             |
| X   |                | Gengler             | X          |                | Koukol              |
| X   |                | Rodriguez           | X          |                | Vickers             |
| Motion unanimously approved.                    |                |                     |            |                |                     |

Roll call: Commissioners DeBolt, Cesich, Flowers, Rodriguez, Gengler, Kellogg, Koukol, Vickers, and Gilmour, aye. Opposed, none.

Regular meeting resumed at 7:37 pm.

Commissioners Flowers, Vickers, and Rodriguez adjourned from the meeting, and did not return.

## **XV. Adjournment**

Commissioner Kellogg made a motion to adjourn. Seconded by Commissioner Gengler.

| <b>Motion: Commissioner Kellogg</b> |                |                     |            |                |                     |
|-------------------------------------|----------------|---------------------|------------|----------------|---------------------|
| <b>Second: Commissioner Gengler</b> |                |                     |            |                |                     |
| <b>Roll call: Adjournment</b>       |                |                     |            |                |                     |
| <b>Aye</b>                          | <b>Opposed</b> | <b>Commissioner</b> | <b>Aye</b> | <b>Opposed</b> | <b>Commissioner</b> |
| X                                   |                | DeBolt              | X          |                | Gilmour             |
| X                                   |                | Cesich              |            |                | Gryder              |
|                                     |                | Flowers             | X          |                | Kellogg             |
| X                                   |                | Gengler             | X          |                | Koukol              |
|                                     |                | Rodriguez           |            |                | Vickers             |
| Motion unanimously approved.        |                |                     |            |                |                     |

Roll call: Commissioners DeBolt, Cesich, Gengler, Kellogg, Koukol, and Gilmour, aye. Opposed, none.

Meeting adjourned at 7:39 pm.

Respectfully submitted,

David Guritz  
Director, Kendall County Forest Preserve District

**KENDALL COUNTY FOREST PRESERVE DISTRICT  
OPERATIONS COMMITTEE MEETING MINUTES  
JANUARY 6, 2021**

**I. Call to Order**

President Gilmour called the meeting to order at 6:02 pm in the Kendall County Historic Courthouse 3<sup>rd</sup> Floor Courtroom.

**II. Roll Call**

|   |         |   |                                     |
|---|---------|---|-------------------------------------|
| X | DeBolt  | X | Gilmour                             |
|   | Cesich  | X | Gryder (entered meeting at 6:43 pm) |
| X | Flowers |   | Kellogg                             |
|   | Gengler | X | Koukol                              |
|   |         |   | Vickers                             |

Commissioners DeBolt, Flowers, Gilmour, and Koukol were all present.

Commissioner Gryder entered the meeting at 6:43 pm.

**III. Approval of Agenda**

Commissioner Koukol made a motion to approve the Commission meeting agenda as presented. Seconded by Commissioner DeBolt.

Motion: Commissioner Koukol

Second: Commissioner DeBolt

**Roll call: Approval of Agenda**

| Aye | Opposed | Commissioner | Aye | Opposed | Commissioner |
|-----|---------|--------------|-----|---------|--------------|
| X   |         | DeBolt       | X   |         | Gilmour      |
|     |         | Cesich       |     |         | Gryder       |
| X   |         | Flowers      |     |         | Kellogg      |
|     |         | Gengler      | X   |         | Koukol       |
|     |         |              |     |         | Vickers      |

Motion unanimously approved.

Roll call: Commissioners DeBolt, Gilmour, Koukol, and Flowers, aye. Opposed, none.

**IV. Public Comment**

No public comments were offered from citizens.



**OLD BUSINESS**

*No items posted for consideration.*

**NEW BUSINESS**

**V. Review of Preliminary Financial Statements through December 31, 2020**

Director Guritz reported that financial statements were not available for review.

**VI. FY21 Budget Discussions**

- a) Operating Funds Transfer and Revised Fund Balance Policy**
- b) FY21 Proposed Budget Amendment**
- c) FY21 Budgeted Appropriations Management Process Discussion**

Director Guritz presented an overview of the District’s financial position including a proposal to transfer funds from the District’s Project Reserve Fund to the Operating Fund in the amount of \$215,000 in order to provide a sufficient fund balance to carry the District’s operating fund net positive in FY21.

The Operating Committee reviewed the revised draft of the District’s Fund Balance Policy, with recommendations to increase the minimum fund balance to 4.5 months, or 37.7% of the total appropriations for each subsequent fiscal year.

Commissioner Gryder made a motion to forward the proposed operating funds transfer and revised fund balance policy to the Committee of the Whole for review. Seconded by Commissioner DeBolt.

|  |                |                     |            |                |                     |
|--|----------------|---------------------|------------|----------------|---------------------|
| <b>Motion: Commissioner Gryder</b>   |                |                     |            |                |                     |
| <b>Second: Commissioner DeBolt</b>   |                |                     |            |                |                     |
| <b>Roll call: Fund Balance Policy and Operating Funds Transfer to the Committee of the Whole</b> |                |                     |            |                |                     |
| <b>Aye</b>   | <b>Opposed</b> | <b>Commissioner</b> | <b>Aye</b> | <b>Opposed</b> | <b>Commissioner</b> |
| X  |                | DeBolt              | X          |                | Gilmour             |
|  |                | Cesich              | X          |                | Gryder              |
| X  |                | Flowers             |            |                | Kellogg             |
|  |                | Gengler             | X          |                | Koukol              |
|  |                |                     |            |                | Vickers             |

Motion unanimously approved.

**Roll call: Commissioners DeBolt, Gilmour, Gryder, Koukol, and Flowers, aye. Opposed, none.**

**VII. Review and Approval of Special Use Permit Requests**

**a) 2021 “Shoop Scoot” 5K Run at Ellis House and Equestrian Center**

Commissioner Gryder made a motion to approve the Shoop Scoot 5K Run special use permit. Seconded by Commissioner DeBolt.

|                                      |                |                     |            |                |                     |
|--------------------------------------|----------------|---------------------|------------|----------------|---------------------|
| Motion: Commissioner Gryder          |                |                     |            |                |                     |
| Second: Commissioner DeBolt          |                |                     |            |                |                     |
| <b>Roll call: Special Use Permit</b> |                |                     |            |                |                     |
| <b>Aye</b>                           | <b>Opposed</b> | <b>Commissioner</b> | <b>Aye</b> | <b>Opposed</b> | <b>Commissioner</b> |
| X                                    |                | DeBolt              | X          |                | Gilmour             |
|                                      |                | Cesich              | X          |                | Gryder              |
| X                                    |                | Flowers             |            |                | Kellogg             |
|                                      |                | Gengler             | X          |                | Koukol              |
|                                      |                |                     |            |                | Vickers             |
| Motion unanimously approved.         |                |                     |            |                |                     |

Roll call: Commissioners DeBolt, Gilmour, Gryder, Koukol, and Flowers, aye. Opposed, none.

**VIII. KCFPD Insurance Updates**

**a) FY20 Insurance Premium Overpayment Credit**

**b) Shuh-Shuh-Gah Canoe Launch Area Claim Updates**

Director Guritz provided updates on District insurance payments and claims. Director Guritz reported an overpayment on the District’s FY20 insurance premium that has been credited to FY21 payments.

Director Guritz reported that he was working on securing a quote for repairs to the Shuh-Shuh-Gah Canoe Launch Area entry gate and grounds damaged by a vehicular collision.

**IX. Ellis Equestrian Center**

**a) Proposed Fees and Charges**

**b) Equestrian Center Management Software – Overview and Purchase of EquineGenie Tracking Software**

Commissioner Gryder made a motion to forward the 2021 Summer Camp Fees and Charges to the Committee of the Whole. Seconded by Commissioner Gilmour.

| <b>Motion: Commissioner Gryder</b><br><b>Second: Commissioner Gilmour</b> |                |                     |            |                |                     |
|---|----------------|---------------------|------------|----------------|---------------------|
| <b>Roll call: Fees and Charges</b>  |                |                     |            |                |                     |
| <b>Aye</b>  | <b>Opposed</b> | <b>Commissioner</b> | <b>Aye</b> | <b>Opposed</b> | <b>Commissioner</b> |
| X   |                | DeBolt              | X          |                | Gilmour             |
|   |                | Cesich              | X          |                | Gryder              |
| X   |                | Flowers             |            |                | Kellogg             |
|   |                | Gengler             | X          |                | Koukol              |
|   |                |                     |            |                | Vickers             |

Motion unanimously approved.

Roll call: Commissioners DeBolt, Gilmour, Gryder, Koukol, and Flowers, aye. Opposed, none.

**X. KCFPD Personnel Policy Manual – Final Draft**

Director Guritz presented the final draft of the KCFPD personnel policy manual.

**XI. Capital Projects Updates**

Director Guritz presented a report and updates on the District’s capital projects.

**XII. Executive Session**

Commissioner Gilmour made a motion to enter executive session under 2(c)21 of the Open Meetings Act for the purpose of discussion of minutes of meetings lawfully closed under this Act, whether for the purposes of approval by the body of the minutes or semi-annual review of the minutes as mandated by Section 2.06. Seconded by Commissioner DeBolt.

| <b>Motion: Commissioner Gilmour</b><br><b>Second: Commissioner DeBolt</b> |                |                     |            |                |                     |
|---|----------------|---------------------|------------|----------------|---------------------|
| <b>Roll call: Executive Session – 2(c)21</b>                              |                |                     |            |                |                     |
| <b>Aye</b>  | <b>Opposed</b> | <b>Commissioner</b> | <b>Aye</b> | <b>Opposed</b> | <b>Commissioner</b> |
| X   |                | DeBolt              | X          |                | Gilmour             |
|   |                | Cesich              | X          |                | Gryder              |
| X   |                | Flowers             |            |                | Kellogg             |
|   |                | Gengler             | X          |                | Koukol              |
|   |                |                     |            |                | Vickers             |

Motion unanimously approved.

Roll call: Commissioners DeBolt, Gilmour, Gryder, Koukol, and Flowers, aye. Opposed, none.

Executive Session called to order at 7:00 pm.

Commissioner DeBolt made a motion to adjourn from executive session. Seconded by Commissioner Koukol.

Motion: Commissioner DeBolt  
Second: Commissioner Koukol

**Roll call: Executive Session Adjournment**

| Aye | Opposed | Commissioner | Aye | Opposed | Commissioner |
|-----|---------|--------------|-----|---------|--------------|
| X   |         | DeBolt       | X   |         | Gilmour      |
|     |         | Cesich       | X   |         | Gryder       |
| X   |         | Flowers      |     |         | Kellogg      |
|     |         | Gengler      | X   |         | Koukol       |
|     |         |              |     |         | Vickers      |

Motion unanimously approved.

Roll call: Commissioners DeBolt, Gilmour, Gryder, Koukol, and Flowers, aye. Opposed, none.

Regular meeting resumed at 7:37 pm.

### **XIII. Summary of Action Items**

Director Guritz provided a summary of action items.

### **XIV. Public Comments**

No public comments were offered from citizens present.

### **XV. Other Items of Business**

None.

### **XVI. Adjournment**

Commissioner Gryder made a motion to adjourn. Seconded by Commissioner DeBolt.

Motion: Commissioner Gryder  
Second: Commissioner DeBolt

**Roll call: Adjournment**

| Aye | Opposed | Commissioner | Aye | Opposed | Commissioner |
|-----|---------|--------------|-----|---------|--------------|
| X   |         | DeBolt       | X   |         | Gilmour      |
|     |         | Cesich       | X   |         | Gryder       |
| X   |         | Flowers      |     |         | Kellogg      |
|     |         | Gengler      | X   |         | Koukol       |
|     |         |              |     |         | Vickers      |

Motion unanimously approved.

Roll call: Commissioners DeBolt, Gilmour, Gryder, Koukol, and Flowers, aye. Opposed, none.

**DRAFT FOR COMMISSION APPROVAL: 1-19-2021**

**Meeting adjourned at 7:40 pm.**

**Respectfully submitted,**

**David Guritz  
Director, Kendall County Forest Preserve District**

# Claims Listing

1/13/2021 12:13:10 PM

| Department    | Vendor # | Vendor Name                  | Invoice #         | Invoice Description                   | GL Account           | Description             | Invoice Amount  |
|---------------|----------|------------------------------|-------------------|---------------------------------------|----------------------|-------------------------|-----------------|
| Ellis Barn    | 1060     | JOHN DEERE FINANCIAL         | C66192            | Ellis Grounds                         | 19001161 68580       | Grounds and Maintenance | \$17.91         |
|               |          |                              |                   |                                       |                      | <b>Sub-Total</b>        | <b>\$17.91</b>  |
|               |          |                              |                   |                                       | <b>Ellis Barn</b>    | <b>Total</b>            | <b>\$17.91</b>  |
|               |          |                              |                   |                                       |                      |                         |                 |
| Ellis Grounds | 541      | FIRST NATIONAL BANK OF OMAHA | M Vick - Jan 2021 | Ellis Supplies                        | 19001162 68580       | Grounds and Maintenance | \$66.04         |
|               | 1323     | MENARDS                      | 4294              | Ellis Supplies                        | 19001162 68580       | Grounds and Maintenance | \$63.89         |
|               |          |                              |                   |                                       |                      | <b>Sub-Total</b>        | <b>\$129.93</b> |
|               |          |                              |                   |                                       | <b>Ellis Grounds</b> | <b>Total</b>            | <b>\$129.93</b> |
| Ellis House   | 541      | FIRST NATIONAL BANK OF OMAHA | M Vick - Jan 2021 | Ellis Supplies                        | 19001160 62000       | Office Supplies         | \$12.74         |
|               |          |                              |                   |                                       |                      | <b>Sub-Total</b>        | <b>\$12.74</b>  |
|               |          |                              |                   |                                       |                      |                         |                 |
|               |          |                              |                   |                                       |                      |                         |                 |
|               | 541      | FIRST NATIONAL BANK OF OMAHA | D Guritz-1/2021   | Waste Management, AT&T, Misc Receipts | 19001160 62270       | Utilities               | \$202.71        |
|               | 2047     | COMED                        | 9361548011-1/21   | Ellis House                           | 19001160 62270       | Utilities               | \$457.53        |
|               |          |                              |                   |                                       |                      | <b>Sub-Total</b>        | <b>\$660.24</b> |
|               |          |                              |                   |                                       |                      |                         |                 |

|   |                                 |                         |  |          |       |                            |                  |                 |  |  |  |
|---|---------------------------------|-------------------------|--|----------|-------|----------------------------|------------------|-----------------|--|--|--|
| <b>Ellis House</b>                        |                                 |                         |  |          |       |                            |                  |                 |  |  |  |
| 124                                       | BARRETT'S<br>ECOWATER           | EL-1/2021               | Ellis - Water Jan 2021                   | 19001160 | 68580 | Grounds and<br>Maintenance |                  | \$25.00         |  |  |  |
|   |                                 |                         |  |          |       |                            | <b>Sub-Total</b> | <b>\$25.00</b>  |  |  |  |
|   |                                 |                         |  |          |       |                            | <b>Total</b>     | <b>\$697.98</b> |  |  |  |
| <b>Ellis Riding Lessons</b>               |                                 |                         |  |          |       |                            |                  |                 |  |  |  |
| 541                                       | FIRST NATIONAL<br>BANK OF OMAHA | D Guritz-1/2021         | Waste Management,<br>AT&T, Misc Receipts | 19001164 | 63000 | Animal Care &<br>Supplies  |                  | \$781.45        |  |  |  |
| 541                                       | FIRST NATIONAL<br>BANK OF OMAHA | M Vick - Jan<br>2021    | Ellis Supplies                           | 19001164 | 63000 | Animal Care &<br>Supplies  |                  | \$195.24        |  |  |  |
|   |                                 |                         |  |          |       |                            | <b>Sub-Total</b> | <b>\$976.69</b> |  |  |  |
|   |                                 |                         |  |          |       |                            | <b>Total</b>     | <b>\$976.69</b> |  |  |  |
| <b>Ellis Weddings</b>                     |                                 |                         |  |          |       |                            |                  |                 |  |  |  |
| 541                                       | FIRST NATIONAL<br>BANK OF OMAHA | D Guritz-1/2021         | Waste Management,<br>AT&T, Misc Receipts | 19001168 | 63070 | Refuse Pickup              |                  | \$227.01        |  |  |  |
|   |                                 |                         |  |          |       |                            | <b>Sub-Total</b> | <b>\$227.01</b> |  |  |  |
|   |                                 |                         |  |          |       |                            | <b>Total</b>     | <b>\$227.01</b> |  |  |  |
| <b>Environmental Educ.<br/>Natri Beg.</b> |                                 |                         |  |          |       |                            |                  |                 |  |  |  |
| 51  | AMAZON.COM                      | 1R4G-VMLJ-<br>6LCL      | Bag Seeder - Face<br>Masks               | 19001178 | 63030 | Program<br>Supplies        |                  | \$11.97         |  |  |  |
| 541                                       | FIRST NATIONAL<br>BANK OF OMAHA | S Wiencke - Jan<br>2021 | Natural Beginnings -<br>Supplies         | 19001178 | 63030 | Program<br>Supplies        |                  | \$32.00         |  |  |  |
|   |                                 |                         |  |          |       |                            | <b>Sub-Total</b> | <b>\$43.97</b>  |  |  |  |
|   |                                 |                         |  |          |       |                            | <b>Total</b>     | <b>\$43.97</b>  |  |  |  |
| <b>Forest Preserve<br/>Director</b>       |                                 |                         |  |          |       |                            |                  |                 |  |  |  |
| 51  | AMAZON.COM                      | 13R3-FXM1-<br>PGYW      | COVID 19 - Bleach,<br>Gloves, Masks      | 190011   | 62000 | Office Supplies            |                  | \$724.29        |  |  |  |

Forest Preserve  
Director

|      |   |                         |   |              |                                    |                   |
|------|---|-------------------------|---|--------------|------------------------------------|-------------------|
| 51   | AMAZON.COM                                    | 1Q3V-DKRC-I<br>DPV      | COVID 19 - Supplies                       | 190011 62000 | Office Supplies                    | \$398.84          |
| 1060 | JOHN DEERE<br>FINANCIAL                       | 29745-1/21              | COVID 19 - Shelter<br>Panel               | 190011 62000 | Office Supplies                    | \$29.98           |
| 1192 | KONICA MINOLTA                                | 9007359405F             | Konica montly clicks<br>11/13/20-12/12/20 | 190011 62000 | Office Supplies                    | \$66.86           |
| 1323 | MENARDS                                       | 3712                    | COVID Supplies                            | 190011 62000 | Office Supplies                    | \$11.96           |
|      |   |                         |   |              | <b>Sub-Total</b>                   | <b>\$1,231.93</b> |
| 1665 | SHAW MEDIA                                    | 1842594,595,184<br>0049 | Website Posting - Legal<br>Publications   | 190011 62090 | Legal<br>Publications              | \$530.72          |
|      |   |                         |   |              | <b>Sub-Total</b>                   | <b>\$530.72</b>   |
| 2047 | COMED   | 0927007163-<br>1/2021   | Richard Youg                              | 190011 63510 | Electric                           | \$25.20           |
| 2047 | COMED   | 1123166102-<br>1/21     | Jay Woods                                 | 190011 63510 | Electric                           | \$24.82           |
| 2047 | COMED   | 5514710005-<br>1/2021   | Harris Arena                              | 190011 63510 | Electric                           | \$29.18           |
| 2047 | COMED   | 5514711002-<br>1/2021   | Harris                                    | 190011 63510 | Electric                           | \$105.98          |
|      |   |                         |   |              | <b>Sub-Total</b>                   | <b>\$185.18</b>   |
| 1007 | ILLINOIS COUNTIES<br>RISK MANAGEMENT<br>TRUST | RCB25311,25722          | Insurance-2/2/2021                        | 190011 68000 | Liability<br>Insurance<br>Premiums | \$7,424.00        |
|      |   |                         |   |              | <b>Sub-Total</b>                   | <b>\$7,424.00</b> |
| 541  | FIRST NATIONAL<br>BANK OF OMAHA               | D Guritz-1/2021         | Waste Management,<br>AT&T, Misc Receipts  | 190011 68430 | Marketing /<br>Publicity           | \$59.00           |
| 1665 | SHAW MEDIA                                    | 1842594,595,184<br>0049 | Website Posting - Legal<br>Publications   | 190011 68430 | Marketing /<br>Publicity           | \$59.98           |



| <b>Forest Preserve Director</b> |                              |                      |                                       |                                 |              |                       | <b>Sub-Total</b> | <b>\$118.99</b>    |
|---------------------------------|------------------------------|----------------------|---------------------------------------|---------------------------------|--------------|-----------------------|------------------|--------------------|
| 541                             | FIRST NATIONAL BANK OF OMAHA | D Guritz-1/2021      | Waste Management, AT&T, Misc Receipts | 190011                          | 68440        | Newsletter            |                  | \$216.00           |
|                                 |                              |                      |                                       |                                 |              |                       | <b>Sub-Total</b> | <b>\$216.00</b>    |
| 51                              | AMAZON.COM                   | 1R4G-VMLJ-6LCL       | Bag Seeder - Face Masks               | 190711                          | 68530        | Preserve Improvements |                  | \$78.50            |
| 2035                            | GENESIS NURSERY, INC.        | 21103                | Pollinator Mix-Dry Mesic Mix          | 190711                          | 68530        | Preserve Improvements |                  | \$8,870.40         |
|                                 |                              |                      |                                       |                                 |              |                       | <b>Sub-Total</b> | <b>\$8,948.90</b>  |
|                                 |                              |                      |                                       | <b>Forest Preserve Director</b> | <b>Total</b> |                       |                  | <b>\$18,655.72</b> |
| 60                              | AMERICAN TIRE AND AUTOMOTIVE | 4636                 | Harris - F-150 - Fuse Relcation Kit   | 19001183                        | 62160        | Equipment             |                  | \$156.66           |
| 90                              | ATLAS BOBCAT                 | BW1916               | Bobcat Tire - Repairs                 | 19001183                        | 62160        | Equipment             |                  | \$1,079.76         |
| 486                             | DU-TEK INC                   | 1012955              | Harris-GMC Dump - Plow Lines          | 19001183                        | 62160        | Equipment             |                  | \$337.50           |
| 506                             | ELBURN NAPA, INC.            | 12/31/2-Jan 2021     | Harris - Hoover Supplies              | 19001183                        | 62160        | Equipment             |                  | \$51.66            |
| 556                             | FLATSO'S TIRE SHOP           | 17971                | Hoover Bobcat - Tires                 | 19001183                        | 62160        | Equipment             |                  | \$160.00           |
|                                 |                              |                      |                                       |                                 |              |                       | <b>Sub-Total</b> | <b>\$1,785.58</b>  |
| 1153                            | KENDALL CO HIGHWAY DEPT      | Gas-Diesel: Dec 2020 | Gas/Diesel: December 2020             | 19001183                        | 62180        | Gasoline / Fuel / Oil |                  | \$623.96           |
|                                 |                              |                      |                                       |                                 |              |                       | <b>Sub-Total</b> | <b>\$623.96</b>    |
| 541                             | FIRST NATIONAL BANK OF OMAHA | D Guritz-1/2021      | Waste Management, AT&T, Misc Receipts | 19001183                        | 63070        | Refuse Pickup         |                  | \$966.35           |

| Grounds and Natural Resources |                                | 1655                 | SERVICE SANITATION, 8084683,808468<br>INC<br>4 | Portable Restrooms                    | 19001183 63070                       | Refuse Pickup    | \$204.00          |
|-------------------------------|--------------------------------|----------------------|--|---------------------------------------|--------------------------------------|------------------|-------------------|
|                               |                                |                      |  |                                       |                                      | <b>Sub-Total</b> | <b>\$1,170.35</b> |
| 506                           | ELBURN NAPA, INC.              | 12/31/2-Jan<br>2021  |  | Harris - Hoover Supplies              | 19001183 63110                       | Shop Supplies    | \$113.60          |
| 1323                          | MENARDS                        | 3712-1               |  | Hoover-Harris Supplies                | 19001183 63110                       | Shop Supplies    | \$16.96           |
| 1323                          | MENARDS                        | 4747                 |  | Harris Supplies                       | 19001183 63110                       | Shop Supplies    | \$30.59           |
| 1950                          | YORKVILLE ACE &<br>RADIO SHACK | 172347               |  | Harris Supplies                       | 19001183 63110                       | Shop Supplies    | \$15.78           |
|                               |                                |                      |  |                                       |                                      | <b>Sub-Total</b> | <b>\$176.93</b>   |
| 1849                          | VERIZON                        | 9869461257           |  | Cell Phones                           | 19001183 63540                       | Telephones       | \$790.26          |
|                               |                                |                      |  |                                       |                                      | <b>Sub-Total</b> | <b>\$790.26</b>   |
|                               |                                |                      |  |                                       | <b>Grounds and Natural Resources</b> | <b>Total</b>     | <b>\$4,547.08</b> |
| 2197                          | NEWARK SANITARY<br>DISTRICT    | 071112               |  | Flow Reports - Dec 2019<br>- Dec 2020 | 19001171 62270                       | Utilities        | \$600.00          |
|                               |                                |                      |  |                                       |                                      | <b>Sub-Total</b> | <b>\$600.00</b>   |
| 2047                          | COMED                          | 19380211081-<br>1/21 |  | Hoover House                          | 19001171 63100                       | Electric         | \$85.50           |
|                               |                                |                      |  |                                       |                                      | <b>Sub-Total</b> | <b>\$85.50</b>    |
| 1323                          | MENARDS                        | 3712-1               |  | Hoover-Harris Supplies                | 19001171 63110                       | Shop Supplies    | \$8.94            |
|                               |                                |                      |  |                                       |                                      | <b>Sub-Total</b> | <b>\$8.94</b>     |

Hoover

|                           |      |                      |                   |                          |          |                            |                           |                    |                 |
|---------------------------|------|----------------------|-------------------|--------------------------|----------|----------------------------|---------------------------|--------------------|-----------------|
| <b>Hoover</b>             | 1323 | MENARDS              | 3712-1            | Hoover-Harris Supplies   | 19001171 | 63120                      | Building Maintenance      | \$65.57            |                 |
|                           |      |                      |                   |                          |          |                            | <b>Sub-Total</b>          | <b>\$65.57</b>     |                 |
|                           | 1060 | JOHN DEERE FINANCIAL | C78178            | Hoover Grounds Supplies  | 19001171 | 68580                      | Grounds and Maintenance   | \$14.99            |                 |
|                           | 1323 | MENARDS              | 3712-1            | Hoover-Harris Supplies   | 19001171 | 68580                      | Grounds and Maintenance   | \$19.97            |                 |
|                           |      |                      |                   |                          |          |                            | <b>Sub-Total</b>          | <b>\$34.96</b>     |                 |
|                           |      |                      |                   |                          |          | <b>Hoover</b>              | <b>Total</b>              | <b>\$794.97</b>    |                 |
| <b>Pickerill - Pigott</b> | 2047 | COMED                | 5514228011-1/2021 | Pickerill                | 19001184 | 63100                      | Electric                  | \$682.01           |                 |
|                           |      |                      |                   |                          |          |                            | <b>Sub-Total</b>          | <b>\$682.01</b>    |                 |
|                           |      |                      |                   |                          |          |                            | <b>Pickerill - Pigott</b> | <b>Total</b>       | <b>\$682.01</b> |
|                           | 1192 | KONICA MINOLTA       | 36891190F         | Konica Monthly lease dec | 11002233 | 65880                      | Copier Expense            | \$203.01           |                 |
|                           |      |                      |                   |                          |          |                            | <b>Sub-Total</b>          | <b>\$203.01</b>    |                 |
|                           |      |                      |                   |                          |          | <b>Technology Director</b> | <b>Total</b>              | <b>\$203.01</b>    |                 |
|                           |      |                      |                   |                          |          |                            | <b>Grand Total</b>        | <b>\$26,976.28</b> |                 |

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# KENDALL COUNTY FOREST PRESERVE DISTRICT

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HISTORIC KENDALL COUNTY COURTHOUSE

110 WEST MADISON STREET

YORKVILLE, IL. 60560

**January 19, 2021**

**To: Kendall County Forest Preserve District Board of Commissioners**

**From: Judy Gilmour, President**

**RE: Kendall County Forest Preserve District Committee Appointments**

**The following appointment is recommended for approval:**

**Kendall County Forest Preserve District Operations Committee**

**Committee Roster: Ruben Rodriguez**

**I will be concurrently discharged from service on the Operating Committee with the approval of the consent agenda effective January 19, 2021.**

**To:** Kendall County Forest Preserve District Commissioners  
**From:** Emily Shanahan, Environmental Education Programs and Marketing Manager  
**RE:** 2021 Summer Camp Program (Environmental Education and Equestrian Camps)  
Proposed Fees and Charges  
**Date:** January 19, 2021

We are excited to open enrollment for our 2021 summer camps on January 20, 2021.

You can view all proposed fees and camp themes in the attached charts and camp booklet.

The minimum enrollment for the equestrian camps is 5 children. This number could be lower if there is only one staff working the camp along with a volunteer therefore reducing staff costs.

Marketing will begin immediately to promote camps and other programs.

**Staff Recommendation:**

We recommend raising all camp fees by \$5.00 for the 2021 camp season.



## 2021 Summer Camps Catalog



**Registration Begins January 20, 2021!**  
**Camps fill fast!**  
**Be sure to reserve your child's spot today!**



## How to Register:

1. Choose a camp based on the age of your child or the grade that your child will be entering in the 2021-2022 school year.
2. Fill out and return the required forms and payment. Forms are attached to the back of this booklet. See address on form or email the forms to [edombrowski@co.kendall.il.us](mailto:edombrowski@co.kendall.il.us).
3. **Your child's spot will not be reserved until all forms and payment are received.**
4. If you have questions about a nature camp contact Emily at 630-553-2292 or email [edombrowski@co.kendall.il.us](mailto:edombrowski@co.kendall.il.us). If you have questions about an equestrian camp contact Kris at 815-475-4035 or email [kmondrella@co.kendall.il.us](mailto:kmondrella@co.kendall.il.us)  
Registration begins January 20, 2021.

Nature Camps are held at Hoover Forest Preserve  
11285 W Fox Rd Yorkville, IL 60560

Half Day Summer Camps - \$135

Full Day Summer Camps - \$190

Equestrian Camps are held at  
Ellis House and Equestrian Center  
13986 McKanna Road Minooka, IL 60447  
Prices vary, see inside for more information.

### Cancellation Policies:

A \$15 nonrefundable registration fee is included in each camp session fee.

We are unable to give refunds for cancellations with less than **two weeks** notice from the first day of camp.



## Camps Offered:

Summer Break Camps  
Ages 1-3

Pg. 3

Ages 4– Entering Kindergarten

Pg. 4

Entering Grades 1-3

Pg. 5

Entering Grades 4-6

Pg. 6

Entering Grades 7-9

Pg. 7

Counselor in Training Program

Pg. 7

Ellis House & Equestrian Center Pony Camps

Pg. 8

# Summer Camps 2021



## Ages 1-3

These three-day programs provide a first nature camp experience for the very young. Class time will include a story, song, discovery time, and nature exploration. **A caregiver must stay for the class.**

### **Winnie the Pooh and Friends:**

"As soon as I saw you, I knew adventure was going to happen." ~Winnie the Pooh  
In this camp we will discover woodland wonders just like Christopher Robin. Pooh, Piglet, Tigger and other characters are the themes for stories, crafts, hikes & engaging activities.

**Dates: June 14-18 (M,W,F) 9-10:30 am**

**Price: \$40**

### **Buzz and Flutter**

Kids love bugs and butterflies! Nothing captures the attention of our youngest campers more than finding a really cool bug or watching a beautiful butterfly flutter by. The bugs and butterflies are hopping at Hoover Forest Preserve during the summer and we love to show them off. Your camper will explore and discover the world of bugs and butterflies as they play games, take hikes, and make crafts.

**Dates: Jul 19-23 (M,W,F) 9-10:30 am**

**Price: \$40**





# SUMMER CAMPS 2021

## Ages 4–Entering Kindergarten

### **The Fantastic Five Exploring our Sensational Senses** *Half Day*

Eyes like a hawk, a nose like a fox... All animals have their own special sensory super powers, and guess what – so do you! We will spend each day focusing on one of our 5 main senses, and using those senses to explore the world around us. It's amazing what you can learn when you sharpen your powers of observation!

**Session I: June 7-11**

**Session II: July 12-16**

**9-12 pm**

**Price: \$135**

### **Dirt Detectives** *Half Day*

Discover the wonderful world of dirt! Campers will learn who lives in the dirt, create mud art, play games, and explore the exciting soil beneath their feet.

**Session I: June 14-18**

**Session II: July 19-23**

**9-12 pm**

**Price: \$135**



# Summer Camps 2021

## Entering Grades 1-3

### **Journey through Time** *Full Day*

Campers will travel through time, experiencing what it was like to live in times gone by as well as those yet to be. Time Travelers will also make sure to stop along the way to learn to enjoy the present as much as the past or future!

**Session I: June 21-25**

**Session II: July 26-30**

**9-2:30 pm**

**Price: \$190**

### **Let's Wing It** *Full Day*

Birds, bats, and bugs all have wings, but do they all use their wings for the same things? Spend a week with us looking up as we learn about fabulous winged creatures.

**Session I: June 7-11**

**Session II: July 12-16**

**9-2:30 pm**

**Price: \$190**



# Summer Camps 2021

## Entering Grades 4-6

### **Look Mom, No Spine!** *Full Day*

Snails, worms, spiders, centipedes, pill bugs—what do they all have in common? They have no backbone! Spend the week scouring the woods for spineless creatures.

**Session I: June 14-18**

**Session II: July 19-23**

**9-2:30 pm**

**Price: \$190**

### **Stealth and Survival** *Full Day*

Ready for adventure? In this camp we will do hands-on activities to explore nature and learn survival skills. While hiking and exploring, we will learn animal tracking, plant and animal identification, and much more.

**Session I: June 21-25**

**Session II: July 26-30**

**9-2:30 pm**

**Price: \$190**



# SUMMER CAMPS 2020

## Entering Grades 7-9

### **Nature Quest** *Full Day/Overnight*

We are offering a jam-packed schedule of fun including an environmental stewardship project, canoe trip, an overnight campout, and many other awesome outdoor adventures.

**9-2:30 pm**

**Overnight Campout– Thursday Night– Friday Morning**

**Session I: June 28– July 2**

**Price: \$200 (travel included)**



## Ages 14-16

### **Counselor In Training Program (CIT)**

Do you love being outside and working with children? Join us this summer and become a Summer Camp assistant! CIT's assist with camps for kindergarten– 3rd grade campers. This program will help teens develop leadership skills and build a solid foundation for future employment.

**Application deadline:**

**May 7, 2021**

**Price: \$200**

If you would like more information on the CIT program please email  
[edombrowski@co.kendall.il.us](mailto:edombrowski@co.kendall.il.us)



# Summer Camps 2021

## Equestrian Camps



### **Pony 1-Day camp for Parents and Tots**

**Ages 3-5**

Our parent-tot camp is a two hour camp for children and a parent or guardian together. Spend time with your child learning about horses through grooming, crafts, games, and pony rides

**Session I: June 14**

**Session II: July 12**

**Session III: August 2**

**9 am-11 am**

**Price: \$50 in county/ \$55 out of county**

### **Pony 1-Day Camp**

This camp is a great way for younger children to learn about and play with the horses. Children are introduced to grooming, feeding, and handling horses through hands-on activities. Games such as pony leading and relay races offer a fun way to test their skills. Kids also get a chance to let their artistic side shine through with crafts.

**Ages 6-8**

**Session I: June 15**

**Session II: July 13**

**9 am-1 pm**

**Price: \$70 in county/ \$75 out of county**

**Ages 9-13**

**Session I: June 17**

**Session II: July 15**

**9 am- 1 pm**

**Price: \$70 in county/ \$75 out of county**

### **Pony 3-Day Camp**

Our three-day camp offers children a thorough introduction into the world of horses. Kids get to experience a variety of activities involved in the daily care and management of horses. Kids learn about and assist with feeding, grooming, handling, saddling and bridling horses. Each day activities include horse games, crafts to bring home and pony rides.

**Ages 6-8**

**Session I: June 21-23**

**Session II: July 19-21**

**9-1 pm**

**Price: \$205 in county/\$215 out of county**

**Ages 9-13**

**Session I: June 28-30**

**Session II: July 26-28**

**9-1 pm**

**Price: \$205 in county/\$215 out of county**



# Kendall County Forest Preserve District Spring and Summer Camp Programs

## Camper Information

Name of camp:

Date of camp:

Child's name:

Age:

Grade Entering in Fall 2021:

Parent/Guardian Name:

Address:

City:

State:

ZIP:

Cell Phone:

Alternate Phone:

Email Address:

Your signature below indicates that you have read and agree to the following, and that your child has your permission to attend this program:

1. I have been informed of the details of this program.

2. My child has my permission to participate in this supervised program.

3. I understand that my child will be under the instructor's, or other authorized personnel's supervision at all times. I agree to instruct my child to obey all rules, regulations, and instructions given by instructors and/or authorized personnel. I further agree that no teacher or other authorized personnel shall be held responsible or liable for injuries or other mishaps caused by my child's deliberate disobedience of rules, regulations, or instructions.

4. I authorize the instructors or other authorized personnel, acting in my place, as parent, to give consent to any hospital or physician to provide my child with whatever examination, treatment, hospitalization, medical or surgical care that may be needed in the event that an injury or illness may occur to my child while attending the program.

5. All staff have been trained and certified in emergency epinephrine procedure. Staff members carry generic epinephrine pens in their backpacks in case of first-time severe allergy response resulting in signs of anaphylaxis. Please indicate below if you want your child to receive epinephrine from forest preserve staff should they present signs of anaphylaxis.

Yes, I authorize forest preserve staff to administer epinephrine should my child present signs of anaphylaxis.

6. I consent to the KCFPD's use of photographs and recordings for educational, promotional or publicity purposes and agree that these photographs and recordings may be displayed during presentations or published in mass media publications, newspapers, social media promotions, or websites.

7. I authorize the instructors to take my camper on hikes and special excursions off site. I also authorize the camper to ride as a passenger in a vehicle owned or leased by the above-mentioned organization.

Signature:

Date:

## Payment Information & Mailing Instructions

Child's Name:

Name of Camp:

Date of Camp:

Camp Fee:

Payment Option (check one):

Cash (In person drop-off only)

Check (Make payable to The Kendall County Forest Preserve District)

Credit card (Fill out information below)

**Credit Card Information (2.5% processing fee applied)**

Name on Card:

Billing Address:

City:

State:

ZIP:

Card Type (circle one):    Visa          Master Card          Discover Card

Card Number:

Security Code:

Expiration Date:

I authorize Kendall County Forest Preserve District to charge my credit card the amount indicated on the dates as noted.    Signature: \_\_\_\_\_          Date: \_\_\_\_\_

Please mail completed registration form, payment form, health form, and payment to Kendall County Forest Preserve District, Attn: Summer Camp Registration, 110 W. Madison St., Yorkville, IL 60560.

Summer Camp letters regarding the camp you are registered for will be sent 1 week prior to camp. If you have any other questions or need assistance with your summer camp registration, please contact the Kendall County Forest Preserve District staff. If you have questions regarding nature camps contact Emily Dombrowski, Environmental Education Program Manager at 630-553-2292 or email [edombrowski@co.kendall.il.us](mailto:edombrowski@co.kendall.il.us). If you have questions regarding equestrian camps contact Kris Mondrella ([kmondrella@co.kendall.il.us](mailto:kmondrella@co.kendall.il.us)), Equestrian Program Coordinator at 815-475-4035. Thank you!

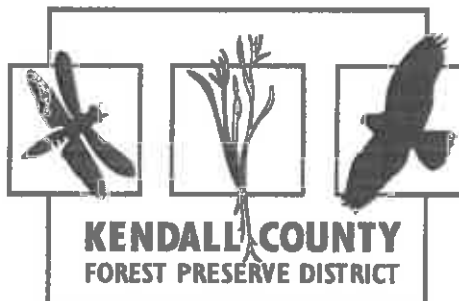
**Office Use Only:**

Forms rec'd: \_\_\_\_\_

Date Registered: \_\_\_\_\_

Initials: \_\_\_\_\_

Confirmation Email: \_\_\_\_\_



# HEALTH FORM (TO BE FILLED OUT BY PARENT/GUARDIAN)

Child's Name: \_\_\_\_\_

Name of Camp: \_\_\_\_\_

Date of Camp: \_\_\_\_\_

## Personal Information

Height: \_\_\_\_\_

Weight: \_\_\_\_\_

Sex: M F

**Health History: Has the camper experienced any of the following? If so, circle and indicate dates.**

Frequent colds

Asthma

Rheumatic fever

Frequent sore throats

Chicken pox

Tuberculosis

Sinusitis

Measles

Epilepsy

Abscessed ears

German Measles

Heart problems

Fainting

Mumps

Kidney problems

Bronchitis

Whooping Cough

Sleep walking

Stomach upsets

Diabetes

Constipation

Hay Fever

Polio

Arthritis

Frostbite

Fractures

Operations/Serious Injuries

Other medical concerns: \_\_\_\_\_

**Allergies: Is the camper allergic to any of the following? If so, circle and provide details.**

Medication (e.g. penicillin, aspirin, sulfa, etc.)

Foods (e.g. shellfish, milk, peanuts, etc.)

Insect bites (e.g. bee stings)

Plants (e.g. poison ivy)

Environmental (e.g. mold, dust, etc.)

Other (please indicate)

**Medications: Please note any medications camper is taking and special instructions for staff.**

## Healthcare Provider Information

Physician name: \_\_\_\_\_

Office Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Hospital Preference: \_\_\_\_\_

Medical Insurance Company: \_\_\_\_\_

Policy Number: \_\_\_\_\_

## Emergency Contact Information

Emergency Contact Name: \_\_\_\_\_

Relationship: \_\_\_\_\_

Primary Phone: \_\_\_\_\_

Alternate Phone: \_\_\_\_\_

**Parent Agreement: The above medical information is complete and accurate to my knowledge. Also, my child is fit to participate in all camp activities except for the limitations noted in this health form.**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



IN THE CIRCUIT COURT OF THE TWENTY-THIRD JUDICIAL CIRCUIT  
KENDALL COUNTY, ILLINOIS

VILLAGE OF MINOOKA, and  
KENDALL COUNTY FOREST  
PRESERVE DISTRICT,

Plaintiffs,

-vs-

ALEJANDRO ZAVALA,

Defendant.

)  
)  
)  
)  
)  
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)  
)  
)

No. 2020 CH 35

**CONSENT ORDER**

This Consent Order is entered into by and between the “Parties” to this litigation which are the “Plaintiffs”, the Village of Minooka (“Village”) represented by the Law Firm of Spesia & Taylor and Kendall County Forest Preserve District (“KCFPD”) represented by the Kendall County State’s Attorney’s Office, and the “Defendant”, Alejandro Zavala represented by the Law Firm of Koch & Associates, P.C., on this \_\_\_\_ day of \_\_\_\_\_, 2020.

WHEREAS the Plaintiffs own property located on Holt Road and adjacent to Aux Sable Creek, in Kendall County, Illinois (see Exhibit “A” the Land Title Survey attached hereto) bearing Kendall County PIN # 09-34-300-010 (hereinafter referred as the “Subject Property”);

WHEREAS the Plaintiffs purchased the Subject Property to restore it as a forest preserve for the public;

WHEREAS the Defendant Alejandro Zavala owns property commonly known as 2760 Holt Road, Minooka, Kendall County, Illinois (see Exhibit "B" the Special Warranty Deed attached hereto) bearing Kendall County PIN #09-34-300-008 (hereinafter the "Zavala Property") that is adjacent to the Subject Property;

WHEREAS the Plaintiffs filed a lawsuit against Defendant in the Circuit Court of Kendall County, Illinois as Case No. 2020 CH 35 (hereinafter referred to as the "Lawsuit");

WHEREAS it was alleged in the Lawsuit that the Defendant trespassed on the Subject Property and violated KCFPD Ordinance #02-01; and

WHEREAS the Parties desire to resolve their disputes and disagreements regarding the Lawsuit;

IT IS THEREFORE agreed by and between the Parties as follows:

**I. DEFINITIONS**

1. "Village" shall mean the Village of Minooka, an Illinois municipal corporation, and its mayor, trustees, elected or appointed officials, agents, employees, legal representatives, and assigns.
2. "KCFPD" shall mean the Kendall County Forest Preserve District, and its elected or appointed officials, agents, employees, legal representatives, and assigns.
3. The "Plaintiffs" shall mean the Village and KCFPD collectively and their mayor, trustees, elected or appointed officials, agents, employees, legal representatives, and assigns
4. The "Defendant" shall mean Alejandro Zavala and his heirs, agents, employees, legal representatives, successors and assigns.

5. The "Lawsuit" shall refer to the pending case in the Circuit Court of Kendall County, Illinois, Case No. 2020 CH 35.

6. The "Agreement" shall mean the Real Estate Sales Contract attached hereto as Exhibit "C".

## **II. JURISDICTION AND VENUE**

The Parties agree that this Court has jurisdiction to consider the matters herein and that venue in the Circuit Court of Kendall County is proper. The Parties further agree that the Court shall retain jurisdiction of this matter for the purpose of interpreting, implementing and enforcing the terms and conditions of this Consent Order and for the purpose of adjudicating all matters of dispute among the Parties related hereto.

## **III. Terms and Conditions**

The terms and conditions of this Consent Order are such that:

### **A. The Sale Of The Zavala Property**

1. The Parties acknowledge that they have entered into the Agreement for the sale of the Zavala Property to the Village for \$375,000, subject to proration and adjustments as stated in the Agreement and that \$375,000 represents the fair market value of the Zavala Property.

2. The "Closing" of the Zavala Property, as defined in the Agreement, shall occur within 120 days of the Execution Date as stated in the Agreement.

3. Pursuant to the Contract, the Defendant shall deliver to the Village, at the expense of the Defendant, a title insurance commitment ("Title Commitment") showing title to the Property in Defendant issued by a title company, wherein the title company has committed to issue to the Village an American Land Title Association ("ALTA") owner's title insurance policy in the amount of \$375,000.

## **B. Due Diligence Termination**

4. In the event the Village terminates the Agreement during the Due Diligence Period as stated in Section 8(b) of the Agreement ("Due Diligence Termination"), the Parties agree to comply with all of Sections C and D of this Consent Order. In addition, in the event of a Due Diligence Termination the Defendant hereby agrees to the following:

- a. The Plaintiffs may remove fencing, structures and outbuildings that are erected on the Subject Property located to the south of the Zavala Property, and any item of personal property located on the Subject Property, including those located in any of the outbuildings, within 120 days of the Village giving written notice of the Due Diligence Termination. Any item of personal property located on the Subject Property, including those located in any of the outbuildings shall be deemed abandoned if not removed within fourteen days of the Defendant receiving the Village's written notice of the Due Diligence Termination and shall immediately become the property of the Plaintiffs.
- b. The Defendant hereby grants a non-exclusive, non-revocable license to the Plaintiffs (the "License") to access the Zavala Property for the following purposes only: demolition and removal of fencing, structures and outbuildings that encroach on the Subject Property, and the removal of any personal property located on the Subject Property ("Demolition Activities"). This License shall commence on the date the Village sends notice of its Due Diligence Termination and shall expire within 120 days after the Village send the written notice of the Due Diligence Termination. The Plaintiffs agree that the Demolition Activities will be performed during normal business hours, Monday through Friday

### **C. Payment**

1. The Defendant shall by the Kendall County Forest Preserve District the sum of Fifteen Thousand Dollars and 00/100 (\$15,000) in exchange for the Parties executing this Release and Consent Order. Defendant shall pay KCFPD the Fifteen Thousand Dollars and 00/100 (\$15,000) on or before the Closing as defined in the Agreement.

2. In the event the Village gives written notice of a Due Diligence Termination, the Defendant agrees to pay KCFPD the Fifteen Thousand Dollars and 00/100 (\$15,000), as stated in Section C, Paragraph (1) within 120 days of receiving the Due Diligence Termination notice from the Village.

3. The parties acknowledge and agree that the payment of the Fifteen Thousand Dollars and 00/100 (\$15,000.00) as set forth herein is not contingent upon the Agreement. This sum is due and owing regardless of the Agreement and the terms set forth therein.

### **D. Additional Terms and Conditions**

1. The Defendant, his agents, employees, business guests, invitees, his animals/livestock, and any person claiming right of entry or possession through him, are prohibited from performing or engaging in any of the following activities prior to the Closing:

- a. From any access in, on, over, across, and through the Subject Property except for the rights and the area specifically detailed in the Ingress and Egress and Utilities Easement Grant dated February 17, 1997 (attached hereto as Exhibit "D"), which easement area is depicted on Exhibit "A";
- b. From erecting, installing, or placing any structure, building, shed, fence, machinery, equipment, or apparatus of any type, or stockpiling, storing or placing any organic or inorganic material, on, below, over or across the Subject Property; and
- c. From keeping and/or storing any vehicles, equipment, livestock, or any other object(s) or substance(s) on the Subject Property.

2. The Defendant agrees to permanently remove any other object(s) or substance(s) or items of personal property placed on the Subject Property, including but not limited to vehicles, road-fill materials, waste, personal property, and landscape debris within (14) days of entry of this order.

3. This Court's November 18, 2020 Order remains in effect.

4. Mutual Release. The Parties in this cause hereby agree to dismiss any and all claims in this cause with prejudice in their entirety, and to mutually release and forever discharge each other, their agents, attorneys, assigns, servants, successors and insurers, and any and all other persons, firms, corporations or entities of and from any and all existing claims which any of the said Parties have against each other or against any other party, including, but not limited to any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service, indemnity, liens, contribution, costs, attorneys' fees, and expenses paid or incurred or any expenses of compensation whatsoever, which either of the Parties now has or which may hereafter accrue on account of or in any way growing out of any and all known and unknown consequences resulting for the Subject Property and/or Zavala Property, and any claims plead on which could have been plead in this lawsuit up to the date of execution of the Consent Order. The Plaintiffs shall cause the Lawsuit to be dismissed pursuant to this Consent Order with each of the Parties bearing its own costs and expenses related to the Lawsuit. Nothing in this paragraph shall be a waiver of either Parties rights to enforce the terms of this Consent Order as stated in Paragraphs 6 or 7 or the attached Agreement. In the event of a Due Diligence Termination, nothing in this order shall be interpreted as prohibiting or limiting KCFPD from enforcing and assessing fines for any future violation(s) by the Defendant of the Kendall County Forest Preserve District's Ordinance #02-01.

5. It is understood and agreed that this Consent Order does not constitute an admission by the Defendant that a violation of any federal, state or local law, duty (whether contractual or otherwise), statute or regulation occurred, and the Defendant in fact continues to deny that he has acted wrongfully or breached any law, regulation, contract or agreement.

6. Enforcement. If after the date of entry of this Consent Order the Defendant fails to perform and/or comply with its obligations under Section III either the Village or KCFPD or both may seek enforcement by the Court.

7. Attorney Fees. In the event that either the Village or KCFPD or both seek to enforce the terms and conditions of this Consent Order with the Court, the Village or KCFPD or both shall be entitled to recover its attorney's fees, expenses and costs related to the enforcement of this Consent Order.

8. Ordinance #02-01 and Assessment of Fines. Nothing in this order shall be interpreted as prohibiting or limiting KCFPD from enforcing and assessing fines for any future violation(s) by the Defendant of the Kendall County Forest Preserve District's Ordinance #02-01 after the entry of this Consent Order.

9. Not Evidentiary. The Parties stipulate and agree that this Consent Order is entered into for the purpose of settlement only and that neither the fact that a party has entered into this Consent Order nor any of the facts or conclusions of law stipulated herein shall be used for any purpose in this or any other proceeding except to enforce the terms hereof by all Parties hereto.

10. Representations and Warranties. The Parties respectively represent and warrant that each is authorized to act on behalf of all persons and/or entities described in the Consent Order's respective definitions of the Parties concerning all matters addressed in this Consent Order. The parties further represent and warrant that the respective undersigned individual has the power

and authority to execute this Consent Order on their behalf, respectively, and that this Consent Order constitutes a valid and binding obligation between these parties

11. **Successors.** This Consent Order shall be binding upon and inure to the benefit of the Parties hereto, and their respective successors, assigns, subrogees, transferees, directors, elected officials, officers, employees, agents, and shall be a covenant running with the land.

12. **Severability.** Except with respect to any payments or releases stated herein, a finding of invalidity as to any provision or section of this Consent Order shall only void that provision or section and no other. This Consent Order shall be construed to the extent possible to fulfill the expectations and intent of the Parties to this Consent Order.

13. **Amendments.** This is the entire agreement of the Parties and no other agreements exist either written or oral. No amendment or provisions of this Consent Order shall be valid unless made in writing and signed by the Parties hereto or their respective successors in interest. The Parties hereto expressly agree that no oral modifications of this Consent Order shall be effective, notwithstanding any provision of governing law that may allow for oral modification, nor shall there be any modification by course of conduct.

14. **Construction.** This Consent Order was negotiated at arms-length and the Parties have each participated in the drafting of this Consent Order after having an opportunity to consult with counsel. It is the intent of the Parties that the language of this Consent Order shall not be preemptively construed whether in favor of or against either of the Parties hereto because of the identity of the drafter.

15. **Headings.** The headings contained herein are for purposes of organization only and are not a part of this Consent Order.



16. Entire Agreement. This Consent Order is an integrated agreement, containing the entire understanding between the Parties hereto with respect to the matters addressed herein and, except as set forth in this Consent Order, no representations, warranties or promises have been made or relied upon by the Parties to this Consent Order. This Consent Order shall prevail over prior communications between the Parties.

17. The Parties further agree that the Whereas clauses set forth above are not mere recitals but are integral parts of this Consent Order.

18. This Consent Order will be governed by the laws of the State of Illinois.

19. This Consent Order may be signed in separate counterparts with the same force and effect as if each party signed the same document.

#### IV. Order

This Court having jurisdiction over the Parties and the subject matter, the Parties having appeared, due notice having been given or waived and this Court being fully advised in the premises, IT IS HEREBY ORDERED, ADJUDICATED AND DECREED:

- A. The terms set forth in this Consent Order shall be the Judgment Order of the Court. Each of the Parties hereto shall comply with the terms of this Order.
- B. This matter is dismissed with prejudice with each Party bearing their own costs and expenses.
- C. The Court retains jurisdiction to enter any and all Orders or Judgments as may be necessary to enforce the Judgment entered herein.

WHEREOF, the Parties, by their representatives, enter into this Consent Order and submit it to the Court that it may be approved and entered.

Entered this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Judge

Kendall County Forest Preserve District,  
A body politic

By: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_  
Day of \_\_\_\_\_, 2020.

Its: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

The Village of Minooka, an Illinois  
Municipal Corporation

By: Patrick J. Brennan  
Patrick Brennan, Mayor

Subscribed and sworn to before me this 5<sup>th</sup>  
Day of JANUARY, 2020.

[Signature]  
Notary Public

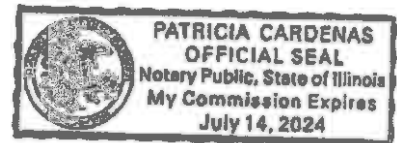
Alejandro Zavala

By: [Signature]  
Alejandro Zavala

Subscribed and sworn to before me this 4<sup>th</sup>  
Day of JANUARY, 2020.

[Signature]  
Notary Public

Jacob E. Gancarczyk - #6309049  
SPESIA & TAYLOR  
1415 Black Road  
Joliet, Illinois 60435  
(815) 726-4311



**LIST OF EXHIBITS**

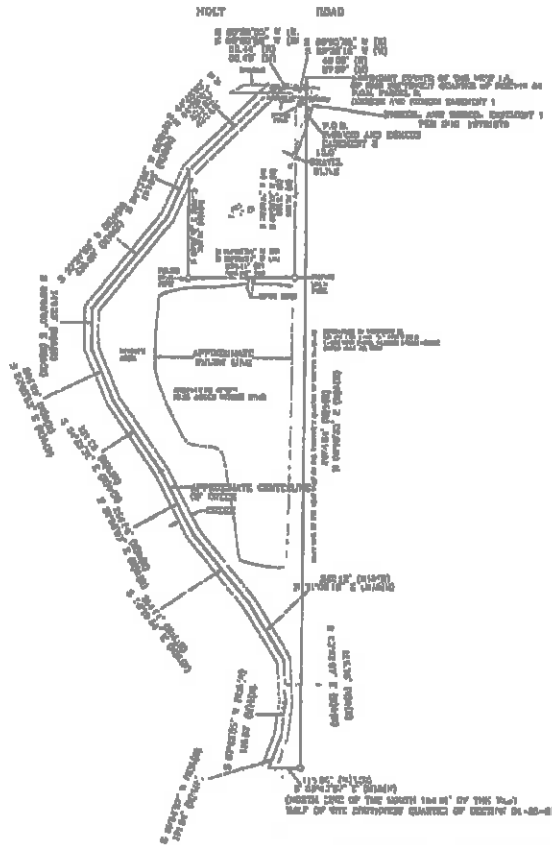
- A. Land Title Survey
- B. Warranty Deed dated June 17, 2014
- C. The Real Estate Sales Contract (the "Agreement")
- D. Ingress and Egress and Utilities Easement Grant dated February 17, 1997

# **EXHIBIT A**

# ALTA/ACSM LAND TITLE SURVEY



SCALE 1" = 50'  
 0-100' 1/8" INCHES ON 1" LENGTH WITH PAPER WIDTH  
 0-750' 3/8" INCHES  
 [Symbol] = MEASURED DISTANCE  
 [Symbol] = MEASURED DISTANCE



1. THE SURVEY IS MADE BY MEANS OF THE PLAT OF THE SURVEY, BY THE SURVEYOR'S MEASUREMENTS, AND BY THE PLAT OF THE SURVEY.
2. THE SURVEYOR HAS BEEN ADVISED BY THE PROPERTY OWNERS AND OTHERS OF THE SURVEY.
3. NO RECORDS OR INSTRUMENTS OF TITLE OR OTHER RECORDS TO WHICH REFERENCE IS MADE IN THIS SURVEY, HAVE BEEN FOUND TO BE IN CONFLICT WITH THE SURVEY.
4. THE SURVEYOR HAS BEEN ADVISED BY THE PROPERTY OWNERS AND OTHERS OF THE SURVEY.
5. THE SURVEYOR HAS BEEN ADVISED BY THE PROPERTY OWNERS AND OTHERS OF THE SURVEY.
6. THE SURVEYOR HAS BEEN ADVISED BY THE PROPERTY OWNERS AND OTHERS OF THE SURVEY.

THIS SURVEY IS MADE BY MEANS OF THE PLAT OF THE SURVEY, BY THE SURVEYOR'S MEASUREMENTS, AND BY THE PLAT OF THE SURVEY. THE SURVEYOR HAS BEEN ADVISED BY THE PROPERTY OWNERS AND OTHERS OF THE SURVEY.

THIS SURVEY IS MADE BY MEANS OF THE PLAT OF THE SURVEY, BY THE SURVEYOR'S MEASUREMENTS, AND BY THE PLAT OF THE SURVEY. THE SURVEYOR HAS BEEN ADVISED BY THE PROPERTY OWNERS AND OTHERS OF THE SURVEY.

ARROW SURVEYING  
 1111 1/2 11th St. N.  
 Grand Rapids, MI 49503  
 (616) 941-1111



ARROW SURVEYING  
 1111 1/2 11th St. N.  
 Grand Rapids, MI 49503  
 (616) 941-1111

|           |  |
|-----------|--|
| DATE      |  |
| BY        |  |
| CHECKED   |  |
| APPROVED  |  |
| REVISIONS |  |

# **EXHIBIT B**



69515114000

PREPARED BY  
Codilis & Associates, P C  
Tammy A Geiss, Esq  
15W030 N Frontage Rd  
Burr Ridge, IL 60527

201400009000

DEBBIE  
GILLETTE  
KENDALL COUNTY, IL

RECORDED: 7/3/2014 1:19 PM  
RD: 499.00 RHEPS FEE: 18.00  
PAGES: 4

MAIL TAX BILL TO  
Alejandro Zavala  
2760 Holt Road  
Minoaka, IL 60445



MAIL RECORDED DEED TO  
LYNCH LAW OFFICES, P C  
1011 WAREVILLE RD #150  
Lisle, IL 60532

42

**SPECIAL WARRANTY DEED**

THE GRANTOR, Federal Home Loan Mortgage Corporation, of 5000 Plano Parkway Carrollton, TX 75010- , a corporation organized and existing under the laws of United States of America, for and in consideration of Ten Dollars (\$10 00) and other good and valuable considerations, in hand paid, GRANTS, CONVEYS AND SELLS to THE GRANTEE(S) Alejandro Zavala, ~~married man~~, of 306 Dawn Court #B Bloomingdale, IL 60108- , all interest in the following described real estate situated in the County of Kendall, State of Illinois, to wit

PARCEL I

ALL THAT PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 35 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS COMMENCING AT THE NORTHEAST CORNER OF SAID WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 34, THENCE SOUTH 89 DEGREES 35 MINUTES 35 SECONDS WEST ALONG THE NORTH LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 34 FOR A DISTANCE OF 38 00 FEET TO THE POINT OF BEGINNING, THENCE SOUTH 00 DEGREES 10 MINUTES 32 SECONDS WEST FOR A DISTANCE OF 696 81 FEET, THENCE SOUTH 89 DEGREES 35 MINUTES 35 SECONDS WEST FOR A DISTANCE OF 376 11 FEET, THENCE NORTH 00 DEGREES 10 MINUTES 32 SECONDS EAST FOR A DISTANCE OF 397 41 FEET, THENCE NORTH 44 DEGREES 32 MINUTES 42 SECONDS EAST FOR A DISTANCE OF 422 92 FEET TO A POINT ON THE NORTH LINE OF SAID WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 34, THENCE NORTH 89 DEGREES 35 MINUTES 35 SECONDS EAST ALONG THE LAST DESCRIBED LINE FOR A DISTANCE OF 80 44 FEET TO THE POINT OF BEGINNING,

PARCEL II

EASEMENT FOR THE BENEFIT OF PARCEL I AS DESCRIBED IN THE INGRESS AND EGRESS AND UTILITIES EASEMENT GRANT FROM THOMAS ARTHUR ISBERG TO ROBERT F CARUSO AND MELISSA J CARUSO, HUSBAND AND WIFE, AS JOINT TENANTS DATED FEBRUARY 17, 1997 AND RECORDED FEBRUARY 26, 1997 AT 9 21 A M AS DOCUMENT NO 9701875 FOR INGRESS AND EGRESS OVER THE FOLLOWING DESCRIBED LAND ALL THAT PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 35 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS BEGINNING AT THE NORTHEAST CORNER OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 34, THENCE NORTH 89 DEGREES 35 MINUTES 35 SECONDS EAST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 34 FOR A DISTANCE OF 45 00 FEET TO A POINT, THENCE SOUTH 16 DEGREES 49 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 157 15 FEET TO A POINT ON THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 34, THENCE NORTH 00 DEGREES 10 MINUTES 32 SECONDS EAST ALONG THE LAST DESCRIBED LINE FOR A DISTANCE OF 150 10 FEET TO THE POINT OF BEGINNING,

PARCEL III

Attorneys' Title Guaranty Fund, Inc.  
1 S. Wacker Dr. STE 2400  
Chicago, IL 60606-4650  
Attn: Search Department

4

**PARCEL III**

Special Warranty Deed - Continued

EASEMENT FOR THE BENEFIT OF PARCEL I AS GRANTED IN INGRESS AND EGRESS AND UTILITIES BASEMENT GRANT FROM THOMAS ARTHUR ISBERG TO ROBERT F CARUSO AND MELISSA J CARUSO, HUSBAND AND WIFE, AS JOINT TENANTS DATED FEBRUARY 17, 1997 AND RECORDED FEBRUARY 26, 1997 AT 9 21 A M AS DOCUMENT NO 9701875 FOR INGRESS AND EGRESS OVER THE FOLLOWING DESCRIBED LAND ALL THAT PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 35 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS COMMENCING AT THE NORTHEAST CORNER OF SAID WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 34, THENCE SOUTH 00 DEGREES 10 MINUTES 32 SECONDS WEST ALONG THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 34 FOR A DISTANCE OF 92 58 FEET TO THE POINT OF BEGINNING, THENCE CONTINUING SOUTH 00 DEGREES 10 MINUTES 32 SECONDS WEST ALONG THE LAST DESCRIBED LINE FOR A DISTANCE OF 57 52 FEET, THENCE SOUTH 20 DEGREES 31 MINUTES 19 SECONDS WEST FOR A DISTANCE OF 109 28 FEET, THENCE NORTH 00 DEGREES 10 MINUTES 32 SECONDS EAST FOR A DISTANCE OF 57 52 FEET, THENCE NORTH 20 DEGREES 31 MINUTES 19 SECONDS EAST FOR DISTANCE OF 109 29 FEET TO THE POINT OF BEGINNING, ALL IN KENDALL COUNTY, ILLINOIS

PERMANENT INDEX NUMBER 09-34-300-008  
PROPERTY ADDRESS 2760 Holt Road, Minooka, IL 60447

GRANTOR, for itself and its successors and assigns, hereby covenants and represents that it has not done, or suffered to be done, anything whereby the premises hereby conveyed is, or may be, in any manner encumbered or charged, except as recited herein, and that it will warrant and defend the premises against all persons lawfully claiming by, through or under grantor, subject to general real estate taxes not yet due or payable, any special assessments not yet due or payable, building, building line and use or occupancy restrictions, conditions and covenants of record, zoning laws and ordinances, easements for public utilities, drainage ditches, feeders and drain tile, pipe or other conduit and all other matters of record affecting the property

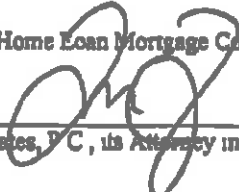
|           |  |              |                          |                   |
|-----------|--|--------------|--------------------------|-------------------|
| STATE TAX | STATE OF ILLINOIS                              | # 0000002881 | REAL ESTATE TRANSFER TAX | COUNTY OF KENDALL |
|           | JUL -3 14                                      |              | 00300.00                 |                   |
|           | REAL ESTATE TRANSFER TAX DEPARTMENT OF REVENUE |              | FP326656                 | \$ 150.00         |



Dated this JUN 17 2014

Federal Home Loan Mortgage Corporation

Brian Tracy

By  \_\_\_\_\_  
Codilis & Associates, P.C., its Attorney in Fact

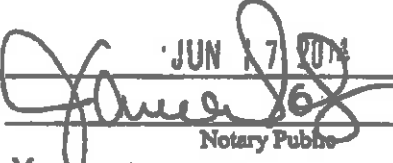
STATE OF Illinois )

) SS

COUNTY OF DuPage )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Brian Tracy Attorney in Fact for Federal Home Loan Mortgage Corporation, personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she/they signed, sealed and delivered the said instrument, as his/her/their free and voluntary act, for the uses and purposes therein set forth

Given under my hand and notarial seal, this

 JUN 17 2014  
\_\_\_\_\_  
Notary Public  
My commission expires \_\_\_\_\_

Exempt under the provisions of \_\_\_\_\_ Date  
Section 4, of the Real Estate Transfer Act \_\_\_\_\_  
Agent \_\_\_\_\_



PLAT ACT AFFIDAVIT

STATE OF ILLINOIS )
) SS
COUNTY OF KENDALL )

Matthew J Rosenberg being duly sworn on oath, states that he resides at Bensenville, IL That the attached deed is not in violation of Section 1 of the Plat Act (765 ILCS 205/1) for one of the following reasons.

Section A Said deed is not applicable as the grantors own no adjoining property to the premises described in said deed.

OR

Section B The conveyance falls within one of the following exemptions set forth in the Act at paragraph (b) of 1:

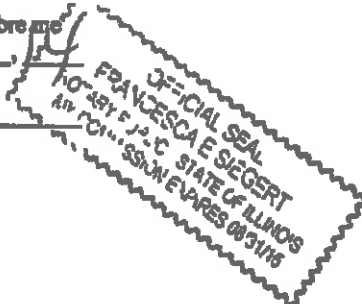
- 1 The division or subdivision of land into parcels or tracts of 5 acres or more in size which does not involve any new streets or easements of access,
2 The division of lots or blocks of less than 1 acre in any recorded subdivision which does not involve any new streets or easements of access,
3 The sale or exchange of parcels of land between owners of adjoining and contiguous land,
4 The conveyance of parcels of land or interests therein for use as a right of way for railroads or other public utility facilities and other pipe lines which does not involve any new streets or easements of access,
5 The conveyance of land owned by a railroad or other public utility which does not involve any new streets or easements of access,
6 The conveyance of land for highway or other public purposes or grants or conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use,
7 Conveyances made to correct descriptions in prior conveyances,
8 The sale or exchange of parcels or tracts of land following the division into no more than 2 parts of a particular parcel or tract of land existing on July 17, 1959 and not involving any new streets or easements of access,
(9) The sale of a single lot of less than 5 acres from a larger tract when a survey is made by an Illinois Registered Land Surveyor, provided, that this exemption shall not apply to the sale of any subsequent lots from the same larger tract of land, as determined by the dimensions and configurations of the larger tract on October 1, 1973, and provided also that this exemption does not invalidate any local requirements applicable to the subdivision of land

CIRCLE LETTER OR NUMBER WHICH IS APPLICABLE TO ATTACHED DEED.

Affiant further states that he makes this affidavit for the purpose of inducing the Recorder of Deeds of Kendall County, Illinois to accept the attached deed for recording

Matthew J Rosenberg
Carrillo & Associates, P.C.
Attorney in Fact

SUBSCRIBED AND SWORN to before me
This day of
NOTARY PUBLIC



14-11094

# *EXHIBIT C*

## REAL ESTATE SALES CONTRACT

THIS REAL ESTATE SALES CONTRACT (this "Agreement"), is made and entered into effective as of this \_\_\_\_\_ day \_\_\_\_\_, 2020 ("Execution Date"), by and between Alejandro Zavala (Seller), and, The Village of Minooka, an Illinois Municipal Corporation, or its assignee (Purchaser).

### **1. Agreement to Purchase.**

Seller agrees to sell and convey to Purchaser, and Purchaser agrees to purchase from Seller, for the Purchase Price (as defined below) and subject to and upon each of the terms and conditions hereinafter set forth, the real estate consisting of the house, buildings and land located at **2760 Holt Road, Minooka, Illinois**, permanent index number 09-34-300-008 as more particularly described in Exhibit "A" to be confirmed by survey (if Purchaser elects to obtain a land survey as provided in paragraph 5) herein, together with all easements, rights and appurtenances thereto, and all of Seller's rights, title and interest in all public ways adjoining the same (hereinafter with the real estate, collectively herein referred to as the "Premises"), subject to any restrictions and easements of record which will not materially interfere with Purchaser's intended use of the Premises hereinafter the "Permitted Exceptions".

### **2. Purchase Price.**

The Purchase Price to be paid to Seller for the Premises shall be the sum of Three Hundred Seventy-Five Thousand and 00/100 (\$375,000.00) Dollars. Payment shall be made by federal wire transfer.

### **3. Deed and Other Documents.**

Seller shall convey marketable and insurable title to the Premises by general warranty deed, with a release of dower, courtesy, homestead and other spouse's rights, at Seller's sole cost and expense, subject only to current real estate taxes and the Permitted Exceptions. Seller agrees to execute and deliver to Purchaser or the Title Company (as defined herein) any other affidavit, statements or other document normally required by the Title Company as a condition for the issuance of the title insurance policy provided for below.

Seller shall furnish to Purchaser at closing an Affidavit of Title covering the date of closing, subject only to those Permitted Exceptions set forth herein and unpermitted exceptions, other than survey encroachments, if any, as to which the Title Insurer commits to extend insurance in the manner specified in Paragraph 4.

### **4. Title Insurance.**

Seller shall order a preliminary title commitment on the Premises for an ALTA owner's policy with extended coverage (provided Purchaser procures per Paragraph 5 a

land survey acceptable to the title insurer which said survey would allow for the issuance of extended coverage), or a comparable form, from an Illinois Title Insurance Company of Seller's choosing (the "Title Company"), in the amount of the Purchase Price, covering the date hereof. If the report on title, binder, or commitment discloses any defects, Seller agrees to make a good faith effort to cure such defects within thirty (30) days of notification by Purchaser of same. If said defects cannot be cured within said thirty (30) days, Purchaser may terminate this Agreement and, upon such termination, notwithstanding anything herein to the contrary may, at its election, take title to the Premises as it then is. When title is transferred to Purchaser, an owner's policy with extended coverage, as aforesaid, subject only to the approved title matters, shall be issued by the Title Company to Purchaser. All costs related to the issuance of the title policy, including title examination fees and premiums, shall be paid for by Seller.

**5. Survey.**

The Purchaser may obtain a land survey of the Premises at the Purchaser's sole cost and expense. Purchaser agrees to pay the full cost of the Purchaser's survey which amount shall not become a lien against the subject property.

**6. Closing.**

Closing and settlement shall take place at the offices of the Title Company or such other place as is mutually agreed to by the parties, within One Hundred Twenty (120) days (or sooner as mutually agreed) after the date of the Parties' execution of this Agreement. Seller agrees to execute at Closing any and all documents reasonably required by Purchaser, the Title Company, Purchaser's financial institution, or applicable law, including but not limited to a bill of sale, disbursement statement and an ALTA statement. Seller shall grant possession of the Premises to the Purchaser at Closing.

**7. Prorations.** All real estate taxes assessed for any prior year and remaining unpaid shall be paid by Seller. Should current real estate taxes assessed for any prior calendar year and remaining unpaid not be ascertainable a credit shall be given to Purchaser at closing based upon 105% of the prior year's tax bill. All taxes assessed for the current calendar year shall be prorated between Seller and Purchaser as of date of closing based upon the most recent tax bill at 105% of the current year assessment and last year tax rate. Seller shall pay all transfer taxes at the time of Closing. Each party shall pay its own recording fees for documents to be recorded by the Title Company.

**8. Due Diligence Period.** Purchaser and its representatives shall be permitted to enter upon the Premises at any reasonable time and from time to time for a period of Forty-Five (45) days from the date this Agreement is executed ("Due Diligence Period") to examine, inspect, and investigate the Premises as well as all records and other documentation provided by Seller (collectively, "Inspection Period").

a. **Right To Inspect.** Purchaser shall have a right to enter upon the Premises for purposes of conducting its Inspection, provided that any such instance Purchaser notifies Seller of its intent to enter the Premises to conduct its Inspections. Purchaser shall take all necessary actions to ensure that neither it nor any of its representatives interfere with the Seller for ongoing operations occurring at the Premises.

b. **Contingency.** Purchaser shall have through the last day of the Due Diligence Period in which to conduct its inspections and, in Purchaser's sole discretion, to determine whether the Premises are acceptable to Purchaser. Purchaser may, for any or no reason, terminate this Agreement by giving written notice of termination to Seller on or before the last day of the Due Diligence Period. If Purchaser does not timely give notice of termination aforesaid, Purchaser shall be deemed to have elected to purchase the Premises in accordance with the terms and conditions of this Agreement, and this Agreement shall continue in full force and effect.

c. **Inspections and Studies.** Purchaser shall have the right to conduct, at its sole cost and expense, any inspections, studies, or tests that Purchaser deems appropriate in determining the condition of the Premises, including but not limited to a Building, Pest and Plumbing Inspections, and Phase I and a Phase II Environmental Audit.

d. **Disclosure.** Seller shall supply to Purchaser copies of any existing engineering, soil, environmental, feasibility, or similar studies of the Premises, which Seller may have in its possession, or which are available to Seller, all without any representation of warranty of any kind. This does not create an obligation on the part of Seller to cause any tests or studies to be undertaken, but only creates an obligation of the part of the Seller to deliver copies of any documents or materials to Purchaser if Seller in fact has documents for materials in its possession, or documents for materials are available to Seller without any additional expense to Seller.

e. **Survival.** The provisions of this section shall survive the termination of this Contract.

## **9. Seller's Representations, Warranties and Covenants.**

Seller represents, to the best of Seller's knowledge, to Purchaser as to the following matters, and shall be deemed to reaffirm all of the following representations, to the best of Seller's knowledge, as of the date of Closing. The truth and accuracy of the following representations, all of which shall survive the Closing, shall be conditions precedent to Purchaser's obligation to close under this Agreement.

a. Seller has the right, authority, power and capacity to execute and deliver this Agreement and sell the Premises pursuant this Agreement.

b. The execution, delivery and performance of this Agreement by Seller, the performance by Seller of its obligations hereunder, and the consummation and

performance of the transactions contemplated hereby, do not and will not violate or contravene, and no consent not otherwise obtained is required therefor under, (i) any law, rule or regulation of any court, agency or other governmental authority applicable to Seller or the Premises, or (ii) any contract, deed, mortgage, indenture, lease, agreement or other instrument to which Seller is a party or to which the Premises is subject.

c. Seller has not made a general assignment for the benefit of creditors, filed any voluntary petition bankruptcy or suffered the filing of an involuntary petition by its creditors, suffered the appointment of a receiver to take possession of substantially all of its assets, suffered the attachment or other judicial seizure of substantially all of its assets, admitted an inability to pay its debts as they come due, or make an offer of settlement, extension or composition to its creditors generally.

d. To the best of Seller's knowledge the Premises is zoned Residential or Agricultural District, in Kendall County, Illinois and the Seller is not aware of any violation or any alleged violation by the Premises of the zoning, subdivision, safety, health, accessibility, or other codes, laws, ordinances, statutes, regulations, rules or orders of city, county, state and/or federal authorities with jurisdiction in these matters other than those at issue in Kendall County Case number 2020 CH 35. Seller has received no notice of any pending or threatened change in the zoning of the Premises. Seller has received no notice of any laws, statutes, codes, ordinances, orders or resolutions authorizing work or improvements for which the Premises may be assessed. To such end, Seller shall execute such documents, make such appearances, and do such other things as Purchaser may reasonably request, as will allow the Purchaser to obtain all of the necessary governmental permits, licenses and approvals.

e. To the best of Seller's knowledge, there are no public improvements that have been ordered to be made, and there are no special, general, or other assessments pending, threatened against, or affecting the Premises, except as of record. Any assessments in effect on the date of this Agreement shall be paid by Seller prior to or at Closing.

f. Prior to Closing, Seller shall not lease, encumber, change, alter or transfer all or any part of the Premises. Seller represents that, to the best of its knowledge, except for this Agreement there are no purchase contracts, options, leases or any other agreements of any kind, oral or written, formal or informal, recorded or unrecorded, whereby any person or entity other than Seller will have acquired or will have any basis to assert any right, title, or interest in, or right to possession, use, enjoyment or proceeds of, any part or all of the Premises.

g. Seller further represents that to the best of Seller's knowledge (1) Seller has not engaged in any activity and there has not been any event at, on or in connection with the Premises that would be deemed a release or a disposal of, nor has there been any threatened release or threatened disposal of, Regulated Substances (as defined herein), (2) the Premises is not in violation of any Environmental Law (as defined herein), (3) the Premises does not contain any petroleum products, asbestos,

PCBs or any other substance which is classified as a Regulated Substance, (4) no Regulated Substances have been used, generated, stored, or disposed of on, under or about the Premises, or transported to or from the Premises, (5) there are no underground storage tanks or associated product piping systems at the Premises, (6) the Premises does not include any "fill" or any area which is or has been used as a garbage or rubbish disposal site, and (7) no portion of the Premises constitutes governmentally protected "wetlands", nor has Seller taken any action on, at or with respect to the Premises which renders (1) through (7) above inaccurate. Seller has received no notice from any governmental agency of any investigation or proceeding by such agency concerning the presence or alleged presence of Regulated Substances on the Premises.

For purposes of this Agreement, (i) the term "Environmental Laws" shall mean any current or future statute, law, regulation, ordinance, order, consent decree, judgment, permit, license or other requirement or publication of any international, foreign, federal, state, regional, county, local or other governmental body which is applicable to the Premises and pertains to protection of the environment, health or safety of persons, natural resource use, conservation, wildlife, waste management, hazardous materials or pollution (including regulation of releases to air, land, water and groundwater), and includes, without limitation, the Resource Conservation and Recovery Act, as amended by the Hazardous and Solid Waste Amendments of 1984, the Comprehensive Environmental Response, Compensation and Liability Act, the Hazardous Materials Transportation Act, the Toxic Substances Control Act, the Federal Insecticide, Fungicide and Rodenticide Act, the Federal Water Pollution Control Act, the Clean Air Act, and any similar or implementing state law, and all current or future amendments, rules and regulations promulgated thereunder; and

ii) the term "Regulated Substance" shall mean and include any, each and all substances or materials now or hereafter regulated pursuant to any Environmental Laws, including but not limited to any such substance or material now or hereafter defined as or deemed to be a "regulated substance," "pesticide," "hazardous substance" or "hazardous waste," or included in any similar or like classification or categorization, thereunder.

## **10. Conditions.**

The Seller shall remove all personal property including but not limited to furnishings, vehicles, road-fill materials, waste, debris, animals/livestock, and animal waste ("Personal Items") from the Premises and any buildings on the Premises ("Premises Buildings") shall be in "broom clean condition" five (5) days prior to Closing.

The Purchaser may perform a Final Inspection of the Premises five (5) days prior to Closing. If the Seller has not removed the Personal Items and/or has not left the buildings being transferred in "broom clean condition", the Purchaser will provide to the Seller within forty-eight (48) hours an estimate to remove any remaining Personal Items or to have the Premises Buildings put into "broom clean condition". Seller agrees that



an amount equal to the estimate to remove Personal Items and/or make the Premises Buildings in "broom clean condition" shall be deducted from the Final Payment at Closing.

Any of the Seller's including but not limited to his agents', employees', business guests', invitees' Personal Items that remain on the Premises on and after the day of Closing shall be deemed abandoned and shall immediately become the property of the Purchaser.

**11. Time of the Essence.**

Time is of the essence of this Agreement.

**12. Enforcement of Agreement by Purchaser.**

In the event the terms and conditions of this Agreement have not been satisfied or complied with by Seller, Purchaser may seek the Kendall County Circuit Court to enforce the terms of this Agreement. In the event that the Purchaser seeks to enforce the terms and conditions of this Agreement with the court, the Purchaser shall be entitled to recover its attorney's fees, expenses and costs related to the enforcement of this Agreement. Purchaser and Seller covenant to act in good faith and use due diligence to satisfy all conditions for which they are responsible.

**13. Survival of Closing.**

All of the covenants, warranties, representations, indemnities and agreements herein contained shall survive Closing and shall run with the land and extend to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties.

**14. Notices.**

All notices required to be given under this Contract shall be construed to mean notice in writing signed by or on behalf of the party giving same, and the same may be served upon the other party or their agent personally, by certified or registered mail, return receipt requested, or by email transmission during normal working hours of 8:00 A.M. to 4:00 P.M., Monday through Friday, excluding holidays, to the parties at the addresses set forth herein.

If to Purchaser: Village of Minooka  
Attention: Daniel R. Duffy, Administrator  
121 East McEvilly Road  
Minooka, Illinois 60447  
Telephone: (815) 467-2151  
Facsimile: (815) 467-3599  
Email: dan.duffy@minooka.com

With copies to: Spesia & Taylor  
(Purchaser's Atty) Christian G. Spesia  
1415 Black Road  
Joliet, Illinois 60435  
Telephone: (815) 726-4311  
Facsimile: (815) 726-6828  
Email: cspesia@spesia-taylor.com

If to Seller: Alexandro Zavala

With copies to: Koch & Associates, P.C.  
(Seller's Attorney) David Koch  
5947 W. 35th Street  
Cicero, IL 60804  
Telephone: 708-656-9900  
Facsimile: 708-656-4872  
Email: davidk@dkoffices.com

**15. Changes to Agreement.**

Seller warrants that no material changes to the Premises will take place prior to Closing without written notice and approval from Purchaser. Seller agrees to execute at Closing a Certificate of Seller stating that the representations, warranties, and covenants contained in this Agreement are true and correct as of the date of Closing and that Seller has not defaulted in the performance of its obligations hereunder.

**16. No Oral Representations, Warranties or Covenants.**

The Parties have not made to each other and are in no way relying on, any oral representations, warranties or covenants concerning this Agreement, the Premises or any of the documents or transactions referred to or contemplated herein.

**17. Casualty/Condemnation Claims.**

If prior to the Closing, a casualty or condemnation on the Premises occurs, Purchaser may elect to terminate this Agreement by giving Seller written notice thereof within fourteen (14) days after Seller notifies Purchaser of the occurrence of such an event. If Purchaser elects to terminate this Agreement under this Section, the earnest money shall be returned to Purchaser, and neither Purchaser nor Seller shall have any right, obligation or liability under this Agreement, except as otherwise expressly set forth in this Agreement.

**18. Successors and Assigns.**

The provisions of this Agreement shall inure to the benefit of, and shall be binding upon, the parties and their respective successor and assigns.

**19. Exclusivity.**

Seller agrees that from the Execution Date the Seller shall not negotiate the sale, lease or other disposition of, or otherwise pursue the sale, lease or disposition of the Premises, to any person other than Purchaser until the termination of this Agreement.

**20. Foreign Person.**

Seller represents that she is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code and is, therefore, exempt from the withholding requirements of said section. Seller shall furnish Purchaser at closing the Exemption Certification described in said section of the Code.

**21. Board Approval.**

This Agreement is contingent upon the approval of the Board of Trustees of the Village of Minooka. Board approval shall issue prior to the expiration of Purchaser's Due Diligence Period.

**22. Miscellaneous.**

a. The provisions of this Agreement shall not be amended, waived or modified except by an instrument, in writing, signed by the parties hereto.

b. In construing this Agreement, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall include every other and all genders.

c. All sections and descriptive headings of this Agreement are inserted for convenience only, and shall not affect the construction or interpretation hereof.

d. This Agreement may be executed in any number of counterparts, each of which when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.

e. This Agreement (including the exhibits hereto) constitutes the entire understanding between the parties and supersedes all prior written and oral agreements, understandings, representations and statements; there being no oral representation, warrant, promise or inducement or statement of intention not contained in this Agreement.

f. The waiver of any party of any breach or default by any other party under any of the terms of this Agreement, shall not be deemed to be, nor shall the same constitute, a

waiver of any subsequent breach or default on the part of any other party.

g. This Agreement shall be construed and enforced pursuant to the laws of the State of Illinois.

**IN WITNESS WHEREOF**, Seller has executed, or if a corporation caused its duly authorized officers, to execute this Agreement, and Purchaser has caused its duly authorized officers to execute this Agreement and affix its corporate seal hereto.

**SELLER:**

**ALEJANDRO ZAVALA**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**PURCHASER:**

**VILLAGE OF MINOOKA**

By: \_\_\_\_\_  
President

Date: \_\_\_\_\_

# EXHIBIT A

## LEGAL DESCRIPTION

### PARCEL I

ALL THAT PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 35 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 34, THENCE SOUTH 89 DEGREES 35 MINUTES 35 SECONDS WEST ALONG THE NORTH LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 34 FOR A DISTANCE OF 38.00 FEET TO THE POINT OF BEGINNING, THENCE SOUTH 00 DEGREES 10 MINUTES 32 SECONDS WEST FOR A DISTANCE OF 696.81 FEET, THENCE SOUTH 89 DEGREES 35 MINUTES 35 SECONDS WEST FOR A DISTANCE OF 376.11 FEET, THENCE NORTH 00 DEGREES 10 MINUTES 32 SECONDS EAST FOR A DISTANCE OF 397.41 FEET, THENCE NORTH 44 DEGREES 32 MINUTES 42 SECONDS EAST FOR A DISTANCE OF 422.92 FEET TO A POINT ON THE NORTH LINE OF SAID WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 34, THENCE NORTH 89 DEGREES 35 MINUTES 35 SECONDS EAST ALONG THE LAST DESCRIBED LINE FOR A DISTANCE OF 80.44 FEET TO THE POINT OF BEGINNING.

### PARCEL II

EASEMENT FOR THE BENEFIT OF PARCEL I AS DESCRIBED IN THE INGRESS AND EGRESS AND UTILITIES EASEMENT GRANT FROM THOMAS ARTHUR ISBERG TO ROBERT F. CARUSO AND MELISSA J. CARUSO, HUSBAND AND WIFE, AS JOINT TENANTS DATED FEBRUARY 17, 1997 AND RECORDED FEBRUARY 26, 1997 AT 9:21 A.M. AS DOCUMENT NO. 9701875 FOR INGRESS AND EGRESS OVER THE FOLLOWING DESCRIBED LAND: ALL THAT PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 35 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 34, THENCE NORTH 89 DEGREES 35 MINUTES 35 SECONDS EAST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 34 FOR A DISTANCE OF 45.00 FEET TO A POINT, THENCE SOUTH 16 DEGREES 49 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 157.15 FEET TO A POINT ON THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 34, THENCE NORTH 00 DEGREES 10 MINUTES 32 SECONDS EAST ALONG THE LAST DESCRIBED LINE FOR A DISTANCE OF 150.10 FEET TO THE POINT OF BEGINNING.

**PARCEL III**

EASEMENT FOR THE BENEFIT OF PARCEL I AS GRANTED IN INGRESS AND EGRESS AND UTILITIES EASEMENT GRANT FROM THOMAS ARTHUR ISBERG TO ROBERT F. CARUSO AND MELISSA J. CARUSO, HUSBAND AND WIFE, AS JOINT TENANTS DATED FEBRUARY 17, 1997 AND RECORDED FEBRUARY 26, 1997 AT 9:21 A.M. AS DOCUMENT NO. 9701875 FOR INGRESS AND EGRESS OVER THE FOLLOWING DESCRIBED LAND: ALL THAT PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 35 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 34, THENCE SOUTH 00 DEGREES 10 MINUTES 32 SECONDS WEST ALONG THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 34 FOR A DISTANCE OF 92.58 FEET TO THE POINT OF BEGINNING, THENCE CONTINUING SOUTH 00 DEGREES 10 MINUTES 32 SECONDS WEST ALONG THE LAST DESCRIBED LINE FOR A DISTANCE OF 57.52 FEET, THENCE SOUTH 20 DEGREES 31 MINUTES 19 SECONDS WEST FOR A DISTANCE OF 109.28 FEET, THENCE NORTH 00 DEGREES 10 MINUTES 32 SECONDS EAST FOR A DISTANCE OF 57.52 FEET, THENCE NORTH 20 DEGREES 31 MINUTES 19 SECONDS EAST FOR DISTANCE OF 109.29 FEET TO THE POINT OF BEGINNING, ALL IN KENDALL COUNTY, ILLINOIS.

**PERMANENT INDEX NUMBER: 09-34-300-008**

**PROPERTY ADDRESS: 2760 Holt Road, Minooka, Illinois 60447**

# **EXHIBIT D**



**INGRESS AND EGRESS  
AND UTILITIES  
EASEMENT GRANT**

INSTRUMENT PREPARED BY  
AND RETURN DOCUMENT TO:  
Atty. Timothy P. Malmquist  
415 Liberty St.  
Morris, IL 60450  
6014796C  
GRUNDY PIONEER TITLE CO., INC.  
116 E. Washington St.  
P.O. Box 647  
Morris, IL 60450

**INGRESS AND EGRESS  
AND UTILITIES  
EASEMENT GRANT**

This Easement Grant is made between Thomas Arthur Isberg, a married person (hereinafter referred to "Grantor"), and Robert F. Caruso and Melissa J. Caruso, husband and wife, as joint tenants with rights of survivorship, and not as tenants in common (hereinafter referred to as "Grantee").

Now, therefore, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged by Grantor, Grantor hereby grants and conveys to Grantee, and Grantee's successors and assigns, the following perpetual, non-exclusive easements:

**A PERMANENT RIGHT OF WAY**

A permanent right of way for the purpose of constructing, operating, inspecting, maintaining, repairing, renewing, substituting and removing a driveway and utility lines (including, but not limited to, electric, telephone, cable television, and gas transmission lines and mains), over and through the following described land:

See legal description attached as Exhibit A.

**B INGRESS AND EGRESS**

The right of ingress and egress by Grantee, Grantee's agents, employees, business guests and invitees, at any and all times when necessary, in, on, over, across and through the above described land for any and all purposes necessary or convenient for access to the premises described hereafter, and for the exercise by Grantee of the rights and easements herein granted.

**C EASEMENT APPURTENANT**

This Easement shall be for the benefit of, and shall be considered appurtenant to, the following described land, for the purpose of serving the residence on the following described land:

See Legal Description Attached as Exhibit B.

The parties further agree as follows:

**D RESERVATION OF USE AND COVENANT OF TITLE**

Grantor reserves the right to use the above described premises except as such use may unreasonably interfere with the enjoyment of the rights and easements herein granted. Grantor covenants with Grantee that Grantor is the owner of the above described lands and has the right, title and capacity to grant the rights of way and easements hereby granted.

**E EASEMENT TO REMAIN UNOBSTRUCTED**

The parties agree that the easement premises shall at all times remain unobstructed and open; no building, residence or other structure shall be constructed on the easement premises, and no vehicle, equipment or other object shall be allowed to remain upon the easement premises. Both the Grantee and the Grantor shall have the right to enforce this

provision by application for permanent injunction in any court of competent jurisdiction.

F MECHANIC LIENS

The Grantee will not permit or suffer any lien to be put upon or arise from or accrue against the easement property or any adjoining property in favor of any person or persons furnishing either labor or materials to any work performed by the Grantee or Grantee's agents.

IN WITNESS WHEREOF, the Grantor and Grantee have executed this Easement Grant on the 17th day of February, 1997.

GRANTOR:

Thomas Arthur Isberg  
Thomas Arthur Isberg

GRANTEE:

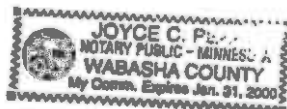
Robert F. Caruso  
Robert F. Caruso  
Melissa J. Caruso  
Melissa J. Caruso

STATE OF MINNESOTA        )  
                                  ) SS.  
COUNTY OF Wabasha        )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Thomas Arthur Isberg personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal this 17 day of February 1997.

Joyce C. Perry  
Notary Public



STATE OF ILLINOIS)  
                          ) SS.  
COUNTY OF GRUNDY )

I, the undersigned a Notary Public in and for said County, in the State aforesaid, do hereby certify that Robert F. Caruso and Melissa J. Caruso, personally known to me to be the same person whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and notarial seal this 25 day of <sup>February</sup>~~December~~,  
1996-1997

Karen J Sterling  
Notary Public

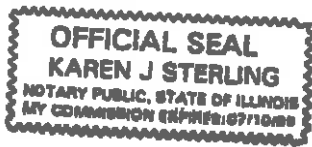


EXHIBIT A

INGRESS AND EGRESS EASEMENT NO. 1

ALL THAT PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 35 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MÉRIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 34; THENCE NORTH 89 DEGREES 35 MINUTES 35 SECONDS EAST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 34 FOR A DISTANCE OF 45.00 FEET TO A POINT; THENCE; SOUTH 16 DEGREES 49 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 157.15 FEET TO A POINT ON THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 34; THENCE NORTH 00 DEGREES 10 MINUTES 32 SECONDS EAST ALONG THE LAST DESCRIBED LINE FOR A DISTANCE OF 150.10 FEET TO THE POINT OF BEGINNING. ALL IN KENDALL COUNTY, ILLINOIS.

INGRESS AND EGRESS EASEMENT NO. 2

ALL THAT PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 35 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 34; THENCE SOUTH 00 DEGREES 10 MINUTES 32 SECONDS WEST ALONG THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 34 FOR A DISTANCE OF 92.58 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00 DEGREES 10 MINUTES 32 SECONDS WEST ALONG THE LAST DESCRIBED LINE FOR A DISTANCE 57.52 FEET; THENCE SOUTH 20 DEGREES 31 MINUTES 19 SECONDS WEST FOR A DISTANCE OF 109.28 FEET; THENCE NORTH 00 DEGREES 10 MINUTES 32 SECONDS EAST FOR A DISTANCE OF 57.52 FEET; THENCE NORTH 20 DEGREES 31 MINUTES 19 SECONDS EAST FOR A DISTANCE OF 109.29 FEET TO THE POINT OF BEGINNING, ALL IN KENDALL COUNTY, ILLINOIS.

EXHIBIT B

LEGAL DESCRIPTION

ALL THAT PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 35 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 34; THENCE SOUTH 89 DEGREES 35 MINUTES 35 SECONDS WEST ALONG THE NORTH LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 34 FOR A DISTANCE OF 38.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 10 MINUTES 32 SECONDS WEST FOR A DISTANCE OF 696.81 FEET; THENCE SOUTH 89 DEGREES 35 MINUTES 35 SECONDS WEST FOR A DISTANCE OF 376.11 FEET; THENCE NORTH 00 DEGREES 10 MINUTES 32 SECONDS EAST FOR A DISTANCE OF 397.41 FEET; THENCE NORTH 44 DEGREES 31 MINUTES 42 SECONDS EAST FOR A DISTANCE OF 422.92 FEET TO A POINT ON THE NORTH LINE OF SAID WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 34; THENCE NORTH 89 DEGREES 35 MINUTES 35 SECONDS EAST ALONG THE LAST DESCRIBED LINE FOR A DISTANCE OF 80.44 FEET TO THE POINT OF BEGINNING, ALL IN KENDALL COUNTY, ILLINOIS.

## **2021 State of the Kendall County Forest Preserve District Annual Report**

For fiscal year 2021, the Kendall County Forest Preserve District has a \$7.6 million dollar annual budget, employs 10 full time staff members, and several part-time and seasonal staff. Staff members are also assisted by several volunteers who graciously help out with many preserve projects, maintenance, summer camps and other programs.

The District owns and manages 2,870 acres in Kendall County, with many of the preserves located along the Fox River corridor, containing quality woodlands, prairies, wetlands, streams and other natural areas. In keeping with the mission of the Forest Preserve District, these holdings serve to preserve the scenic beauty of Kendall County and also provide places for recreational and environmental education.

2020 was a challenging year for the District due to the pandemic, forcing necessary changes in our operations. We had cancellations in our school programs, facility rentals, lessons and public programs. Yet, our preserves remained open to the public, and our staff continued working, many in new positions as they were cross-trained to take on additional responsibilities. In response to the pandemic, staff looked for ways to create new programming and modify existing programs.

As the year came to a close, the District began to safely restart many things - horseback riding lessons, modified school programming, Natural Beginnings early learning program, and some facility rentals - all staying in accordance with state guidelines.

Making the best of a difficult and challenging year, the District continued preserve improvements and expanded some public programming. Here are some of the highlights:

We expanded the Bow-Hunt program, which in part serves to support the IDNR monitoring of Deer Wasting Disease.

We conducted the Rusty Patched Bumble Bee recovery project, upon learning that this endangered species had been found in some preserves.

We conducted several prescribed burns, a necessary practice for natural area management and prairie restoration.

We completed the Hobbit Tunnel construction project in Stephanie's Garden at Hoover Preserve.

We supported 5 Eagle Scout Projects — at Little Rock Creek, Pickerill-Pigott, and Hoover.

We developed a new Employee Handbook, and completed the 5-year Strategic Plan.

We completed the Fox River Bluffs Cropland Conversion Project, planting over 31,000 new trees and shrubs.

We restored and/or enhanced over 120 acres of wildlife habitat.

We provided support to the Village of Minooka - Aux Sable Springs Park OSLAD development, which included restoration of 8.5 acres and completion of parking area, trail, and canoe launch on jointly owned property.

Additional help was secured from IDNR Habitat Grant, the Morton Arboretum Landscape Restoration Project Grant, the ComEd Green Region Grant, and several grants from the Illinois Clean Energy Foundation.

Lastly, the IDNR OSLAD Phase I grant of \$316,000 allowed us to do extensive work on the grounds of Pickerill-Pigott Preserve, in preparation for the planned grand opening in June, 2021.

Looking ahead at a few other priorities for 2021,

1. Complete corridor improvements at Maramech and Little Rock Creek Preserves and examine opportunities for a trail connection between Hoover and Fox River Bluffs Preserves.
2. Implement the Landscape Scale Restoration Oak Ecosystem Recovery Project.
3. Complete the District Emergency Response Planning Guide.
4. Develop architectural designs for a nature facility at Subat Forest Preserve.
5. Continue partnerships with local community organizations, including Sunrise Center North, the Forest Foundation of Kendall County, The Conservation Foundation, the Illinois Clean Energy Foundation, the Morton Arboretum, the Kane-Kendall Oak Ecosystems Recovery Group, and local school districts and Scout groups. These organizations lend valuable support for preserve improvements and general maintenance and program development.

2021 looks to be another year of challenges for the District as the pandemic continues to force changes in our normal operations.



To insure we remain financially sound, strict budget management is in place to keep all District fund balances net-positive. Staff will continue to explore additional sources of revenue and funding.

Even with these challenges, the District will continue to provide the residents of Kendall County quality places for recreation, education, and appreciation of nature, thanks to the leadership and support of the Board of Commissioners, the leadership of our Executive Director, and the excellent work by the staff, who give 110% effort in all that they do to keep our preserves beautiful and accessible for all the citizens of Kendall County.

**Judy Gilmour**

**President, Kendall County Forest Preserve District  
January, 2021**