

**KENDALL COUNTY FOREST PRESERVE DISTRICT
COMMITTEE OF THE WHOLE MEETING
AGENDA**

**TUESDAY, APRIL 12, 2022
4:30 P.M.**

KENDALL COUNTY OFFICE BUILDING – ROOMS 209 AND 210, YORKVILLE IL 60560

- I. Call to Order
- II. Roll Call
- III. Approval of Agenda
- IV. Public Comments
- V. Executive Director's Report
- VI. Motion to Forward Claims to Commission
- OLD BUSINESS**
- VII. Pickerill-Pigott Estate House Public Access Improvements – Bid Results and Project Rebidding Recommendations
- NEW BUSINESS**
- VIII. Discussion of Property Tax Abatements
- IX. Discussion and Approval of an Intergovernmental Cooperation Agreement Creating the LSP-Kendall LLC Taxing Bodies Consortium
- X. Rt. 71 Trail (Rt. 126 to Orchard Road) – Discussion of Terms for Proposed Intergovernmental Agreements
- XI. Other Items of Business
 - Building and Shelter Roof Replacement Projects at Hoover Forest Preserve
- XVIII. Public Comments
- XIX. Executive Session
- XX. Summary of Action Items
- XXI. Adjournment

Kendall County Office Building - Rooms 209 and 210 - 111 W. Fox 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.

To: Kendall County Forest Preserve District Committee of the Whole
From: David Guritz, Executive Director
RE: February - March 2022 Executive Director's Report
Date: April 12, 2022

Meetings, Events, Trainings and Preserve Maintenance/Improvement Projects

03/01/22 ZPAC Committee Meeting
03/09/22 Rich McCaslin Concrete Site Meeting
03/10/22 Pickerill Estate House Pre-Bid Meeting
03/15/22 The Morton Arboretum – Carbon Credits Conference (Zoom)
03/30/22 Pickerill Estate House Bid Opening
04/07/22 – 04/09/22 Environmental Education Association of Illinois Conference
04/14/22 Upland Design – Fox River Bluffs Horse and Hike Project - Site Inspection

Grant Project Updates

The District is completing final expenditures for the ICECF K-12 Pollinator Education grant and ICECF Pollinator Meadows Pilot Program grant. Remaining funds will be used to complete interpretive panels for the Hoover Trails Welcome Center and purchase perennials for the District's Pollinator Fest to be held on May 21, 2022.

The District submitted a final grant report for the 2020 ComEd Green Region Program grant.

Carbon Credits National RFP

The District is examining opportunities for the sale of carbon credits for carbon stored within the 10-acres of woodlands at the recently acquired Reservation Woods parcels.

Millington Forest Preserve – Reciprocal Access Agreement

The District anticipates receiving the final certificate of trust in the next few days. Following receipt, President Gilmour will sign-off on the final agreement.

Pickerill Estate House Conversion Project

The District opened the single bid received from Lite Construction. The bid amount was exceeded funds available by \$747,755. The District will need to rebid the project in late summer/fall 2022 for completion by May 31, 2022.

Hoover Sewer Line Reconnection

Wight Construction has responded to the District's inquiries regarding scope of work that may have caused the damage to the Meadowhawk Lodge service line.

“Per our records the site work for Phase 1 (dated 09/2009) was just water main installation from Meadowhawk Lodge north along the main drive. RC Wegman Construction Co. was the General contractor. Wilkinson Excavating performed the site utilities.

From the plans the water main did cross the sanitary main in question but we do not have record of how this water main crossed the sanitary; i.e. whether the water main went above or below the sanitary.

Per our records, Phase 2 (dated 3/2012) was the Meadowhawk sanitary connection and parking lot. This sanitary connection was only 32lf from the lodge to the existing western manhole. Skender Construction Co. was the General Contractor. Kendall Excavating performed the site utilities. From these plans, an underdrain for the parking lot did cross the sanitary main but we do not have record of how this underdrain crossed the sanitary.

In both phases, plans depict the existing western sanitary service from the Hoover residence was to remain as is. We do not have record that this line was to be removed and replaced.”

The District expended \$10,084.00 to repair the disconnection, with another \$1,200.00 contract approved for replacing the sidewalk that was removed to complete excavation and repair work.

Hoover and Ellis Roof Replacements

District staff members are reporting the need for roof replacements for the following facilities:

Ellis House

Hoover – 1) Old Shop; 2) Eagle’s Nest Shelter; 3) Ballfield Shelter; 4) Well House

Quotes received for reroofing the old shop exceed the threshold requirement for competitive bidding. Results and approaches will be discussed at the April Finance Committee meeting.

Pollinator Festival

The District will be hosting a pollinator festival from 10 am to noon on Saturday, May 21, 2022. This will wrap up the District’s K-12 Pollinator Education grant obligations with the Illinois Clean Energy Community Foundation.

Respectfully submitted,

David Guritz
Executive Director

To: Kendall County Forest Preserve District - Committee of the Whole
From: Antoinette White, Grounds and Natural Resources Division Supervisor
RE: April Grounds and Natural Resources Report
Date: April 12, 2022

The KCFPD Grounds staff has been working on finishing post winter activities such as gravel raking and firewood gathering.

All snow removal equipment has been cleaned and removed, as well as all trucks have been washed and oil changed for spring.

Building maintenance has been worked on, including roof patching and Pickerill Estate House demo prep.

Spring preparation has started by rolling turf areas, tree debris clean up, and painting inside the outhouses.

Rentals have increased, including the EEAI Conference this past weekend,

Additionally, the Harris team built an information kiosk as well as have been working on welding to repair an old one.

In the past two months, the District has been trying to replace the preserve closing position with unsuccessful candidates not staying in the position. All Grounds staff has been working to adjust schedules to cover shifts.

Natural Resource work has increased with additional honeysuckle clearing and burning. Clearing of trees and shrubs in the prairies has been worked on by the Harris crew as well as thinning of maples in the woodlands.

The District ends two ICECF grants at the end of April so preparations have been made to schedule final expenses and plan final workdays to complete this work.

The Harris team has been working with two volunteers to clean up trash and do natural resource work at the preserves.

The team also hosted a volunteer workday with Bank of America at the Pickerill-Pigott Forest Preserve to remove and burn honeysuckle to increase the view in front of the Pickerill Estate House.







HELLED INVOICES	PENDING UNPAID INVOICES	HELLED INVOICES	PENDING UNPAID INVOICES	HELLED INVOICES	PENDING UNPAID INVOICES	HELLED INVOICES	PENDING UNPAID INVOICES	HELLED INVOICES	PENDING UNPAID INVOICES
1535 00000 PIZZO & ASSOC, L SI-19313		041522F	589.20	.00					
CASH 000008 2022/04 INV 04/11/2022 SEP-CHK: Y DISC: .00					190711 68520			301.41	1099:
ACCT 1Y210 DEPT 11 DUE 04/15/2022 DESC:Native plantings					190711 68510			274.80	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 1535/26852									
* Invoice must be approved or voided to post.									
TOTAL			589.20		19001171 68580			12.99	1099:
1 HELD INVOICES									
51 00001 AMAZON.COM 1T6P-LRMN-QVCT		041522F	480.70	.00					
CASH 000008 2022/04 INV 03/25/2022 SEP-CHK: Y DISC: .00					190711 66500			480.70	1099:
ACCT 1Y210 DEPT 11 DUE 04/24/2022 DESC:Vinyl Outdoor Bulletin Board									
CONDITIONS THAT PREVENT POSTING INVOICE 51/26457									
* Invoice must be approved or voided to post.									
TOTAL			480.70						
51 00001 AMAZON.COM 1Y3K-MGH9-7R64		041522F	96.36	.00					
CASH 000008 2022/04 INV 03/23/2022 SEP-CHK: Y DISC: .00					190011 62000			29.64	1099:
ACCT 1Y210 DEPT 11 DUE 04/22/2022 DESC:Scratch remover, key covers, mouse pad,					19001183 63110			66.72	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 51/26469									
* Invoice must be approved or voided to post.									
TOTAL			96.36						
51 00001 AMAZON.COM 1CWG-VYN4-QTGH		041522F	31.49	.00					
CASH 000008 2022/04 INV 03/22/2022 SEP-CHK: Y DISC: .00					19001180 63030			31.49	1099:
ACCT 1Y210 DEPT 11 DUE 04/21/2022 DESC:Moss for Animal Care									
CONDITIONS THAT PREVENT POSTING INVOICE 51/26484									
* Invoice must be approved or voided to post.									
TOTAL			31.49						
51 00001 AMAZON.COM 14YC-FL17-1LPH		041522F	31.98	.00					
CASH 000008 2022/04 INV 04/06/2022 SEP-CHK: Y DISC: .00					19001160 68580			31.98	1099:
ACCT 1Y210 DEPT 11 DUE 05/06/2022 DESC:Ellis Lightbulbs-House									
CONDITIONS THAT PREVENT POSTING INVOICE 51/26672									



VENDOR REMIT NAME	INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE
* Invoice must be approved or voided to post.							
51 00001 AMAZON.COM	<u>1KV3-JWVQ-13TT</u>		041522F	15.98	.00	.00	
CASH <u>000008</u>	INV 04/07/2022	SEP-CHK: Y	DISC: .00				
ACCT <u>1Y210</u>	DEPT 11	DUE 05/07/2022	DESC:Amazon-Snake hook		<u>19001180 63030</u>	15.98	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 51/26719							
* Invoice must be approved or voided to post.							
51 00001 AMAZON.COM	<u>13X4-7FYF-69KL</u>		041522F	26.62	.00	.00	
CASH <u>000008</u>	INV 04/10/2022	SEP-CHK: Y	DISC: .00				
ACCT <u>1Y210</u>	DEPT 11	DUE 05/10/2022	DESC:Amazon Grounds-Cleansing wipes, poison ivy soap		<u>19001183 63110</u>	26.62	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 51/26763							
* Invoice must be approved or voided to post.							
67 00001 AMEREN IP	<u>2786444006041522</u>		041522F	27.43	.00	.00	
CASH <u>000008</u>	INV 03/21/2022	SEP-CHK: Y	DISC: .00				
ACCT <u>1Y210</u>	DEPT 11	DUE 04/20/2022	DESC:Millbrook South Gas		<u>190011 63510</u>	27.43	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 67/26467							
* Invoice must be approved or voided to post.							
90 00000 ATLAS BOBCAT	<u>714702</u>		041522F	332.89	.00	.00	
CASH <u>000008</u>	INV 03/29/2022	SEP-CHK: Y	DISC: .00				
ACCT <u>1Y210</u>	DEPT 11	DUE 04/15/2022	DESC:Bobcat Repair		<u>19001183 62160</u>	332.89	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 90/26553							
* Invoice must be approved or voided to post.							
107 00000 AUTOMOTIVE SPECI	<u>25255</u>		041522F	604.32	.00	.00	
CASH <u>000008</u>	INV 04/05/2022	SEP-CHK: Y	DISC: .00				
ACCT <u>1Y210</u>	DEPT 11	DUE 04/15/2022	DESC:F350-Ellis-Alternator		<u>19001183 62160</u>	604.32	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 107/26639							
* Invoice must be approved or voided to post.							



VENDOR REMIT NAME	INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE
124 00000 BARRETT'S ECOWAT	0010381041522		041522F	25.00	.00	.00	
CASH 000008	INV 03/21/2022	SEP-CHK: Y	DISC: .00				
ACCT 1Y210	DUE 04/20/2022	DESC:Ellis Water Service			19001160 68580	25.00	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 124/26465							
* Invoice must be approved or voided to post.							
413 00000 DEKANE EQUIPMENT	IA82449		041522F	305.36	.00	.00	
CASH 000008	INV 03/24/2022	SEP-CHK: Y	DISC: .00				
ACCT 1Y210	DUE 04/15/2022	DESC:Filters, o rings repairs			19001183 62160	305.36	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 413/26460							
* Invoice must be approved or voided to post.							
413 00000 DEKANE EQUIPMENT	IA82376		041522F	144.84	.00	.00	
CASH 000008	INV 03/18/2022	SEP-CHK: Y	DISC: .00				
ACCT 1Y210	DUE 04/15/2022	DESC:Repairs for Kubota			19001183 62160	144.84	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 413/26461							
* Invoice must be approved or voided to post.							
413 00000 DEKANE EQUIPMENT	RA49833		041522F	310.50	.00	.00	
CASH 000008	INV 02/17/2022	SEP-CHK: Y	DISC: .00				
ACCT 1Y210	DUE 04/15/2022	DESC:Kubota Service			19001183 62160	310.50	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 413/26557							
* Invoice must be approved or voided to post.							
487 00000 DUY'S SHOES	20049138		041522F	111.75	.00	.00	
CASH 000008	INV 04/07/2022	SEP-CHK: Y	DISC: .00				
ACCT 1Y210	DUE 04/15/2022	DESC:Embroidery on uniforms			19001183 62400	111.75	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 487/26721							
* Invoice must be approved or voided to post.							
506 00000 ELBURN NAPA, INC	4860041522		041522F	255.99	.00	.00	
CASH 000008	INV 03/31/2022	SEP-CHK: Y	DISC: .00				
ACCT 1Y210	DUE 04/15/2022	DESC:Grounds Equipment-filters, oil, antifreeze, etc			19001183 62160	255.99	1099:

VENDOR REMIT NAME	INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE
CLERK: jgranholm BATCH: 2398 NEW INVOICES							
CONDITIONS THAT PREVENT POSTING INVOICE 506/26534							
* Invoice must be approved or voided to post.							
529	00000 EQUINE VETERINAR 32822042022		041522F	1,190.00	.00	.00	
CASH 000008	2022/04 INV 04/05/2022 SEP-CHK: Y DISC: .00				1,190.00	1,190.00	1099:
ACCT 1Y210	DEPT 11 DUE 04/15/2022 DESC:Vet care for horses						
CONDITIONS THAT PREVENT POSTING INVOICE 529/26777							
* Invoice must be approved or voided to post.							
541	00000 FIRST NATIONAL B 343304152022		041522F	394.71	.00	.00	
CASH 000008	2022/04 INV 04/04/2022 SEP-CHK: Y DISC: .00				275.00	275.00	1099:
ACCT 1Y210	DEPT 11 DUE 04/29/2022 DESC:Wiencke Credit Card Mar 2022				10.98	10.98	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 541/26673							
* Invoice must be approved or voided to post.							
541	00000 FIRST NATIONAL B 593104152022		041522F	383.13	.00	.00	
CASH 000008	2022/04 INV 04/04/2022 SEP-CHK: Y DISC: .00				5.89	5.89	1099:
ACCT 1Y210	DEPT 11 DUE 04/29/2022 DESC:White Credit Card-March 2022				102.84	102.84	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 541/26675							
* Invoice must be approved or voided to post.							
541	00000 FIRST NATIONAL B 666004152022		041522F	176.96	.00	.00	
CASH 000008	2022/04 INV 04/04/2022 SEP-CHK: Y DISC: .00				176.96	176.96	1099:
ACCT 1Y210	DEPT 11 DUE 04/29/2022 DESC:Vick Credit Card-March 2022						
CONDITIONS THAT PREVENT POSTING INVOICE 541/26676							
* Invoice must be approved or voided to post.							
541	00000 FIRST NATIONAL B 358304152022		041522F	1,387.95	.00	.00	
CASH 000008	2022/04 INV 04/04/2022 SEP-CHK: Y DISC: .00				150.28	150.28	1099:
ACCT 1Y210	DEPT 11 DUE 04/29/2022 DESC:Guritz Credit Card-March 2022				1,072.80	1,072.80	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 541/26679							
* Invoice must be approved or voided to post.							
					164.87	164.87	1099:

04/12/2022 10:18
jgranholm

Kendall County
INVOICE ENTRY PROOF LIST

IP 5
|apinvent

CLERK: jgranholm BATCH: 2398

NEW INVOICES

VENDOR REMIT NAME	INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE
884 00000 ILLINOIS TOLLWAY	G1270000005878		041522F	14.80	.00	.00	
CASH 000008	INV 04/07/2022	SEP-CHK: Y	DISC: .00				
ACCT 1Y210	DUE 04/15/2022	DESC:Tolls Jan-March 2022			190011 62000	14.80	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 884/26780							
* Invoice must be approved or voided to post.							
1007 00000 ILLINOIS COUNTIE	R2100066921220141522		041522F	7,730.00	.00	.00	
CASH 000008	INV 03/31/2022	SEP-CHK: Y	DISC: .00				
ACCT 1Y210	DUE 04/15/2022	DESC:May Insurance installment			190011 68000	7,730.00	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 1007/26552							
* Invoice must be approved or voided to post.							
1060 00000 JOHN DEERE FINAN	41111-16381041522		041522F	270.03	.00	.00	
CASH 000008	INV 03/27/2022	SEP-CHK: Y	DISC: .00				
ACCT 1Y210	DUE 04/16/2022	DESC:John Deere Grounds Equipment purchases			19001183 62160	270.03	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 1060/26531							
* Invoice must be approved or voided to post.							
1060 00000 JOHN DEERE FINAN	11113-29745041522		041522F	62.24	.00	.00	
CASH 000008	INV 03/27/2022	SEP-CHK: Y	DISC: .00				
ACCT 1Y210	DUE 04/16/2022	DESC:John Deere Grounds Equipment and Supplie			19001183 62160	28.93	1099:
					19001183 63110	33.31	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 1060/26532							
* Invoice must be approved or voided to post.							
1060 00000 JOHN DEERE FINAN	1113-41567041522		041522F	161.53	.00	.00	
CASH 000008	INV 04/01/2022	SEP-CHK: Y	DISC: .00				
ACCT 1Y210	DUE 04/21/2022	DESC:Ellis Grounds and Barn supplies			19001161 68580	51.96	1099:
					19001162 68580	109.57	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 1060/26722							
* Invoice must be approved or voided to post.							
1152 00000 KENDALL PLUMBING	22033347		041522F	325.00	.00	.00	
CASH 000008	INV 03/29/2022	SEP-CHK: Y	DISC: .00				
ACCT 1Y210	DUE 04/15/2022	DESC:Hoover-Maintenance repair leak			19001171 63120	325.00	1099:7



CLERK: jgranholm BATCH: 2398

VENDOR REMIT NAME	INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE
NEW INVOICES							
CONDITIONS THAT PREVENT POSTING INVOICE 1152/26670							
* Invoice must be approved or voided to post.							
1153 00000 KENDALL CO HIGHW	2021-2022SALT		041522F	968.22	.00	.00	
CASH 000008	INV 04/01/2022	SEP-CHK: Y	DISC: .00		19001183 63110		387.29 1099:
ACCT 1Y210	DUE 04/15/2022	DESC:Salt for Hoover, Ellis, Grounds			19001171 63110		387.29 1099:
CONDITIONS THAT PREVENT POSTING INVOICE 1153/26640							
* Invoice must be approved or voided to post.							
1153 00000 KENDALL CO HIGHW	March 2022 Fuel		041522F	951.47	.00	.00	193.64 1099:
CASH 000008	INV 04/01/2022	SEP-CHK: Y	DISC: .00		19001183 62180		951.47 1099:
ACCT 1Y210	DUE 04/15/2022	DESC:March 2022 Fuel			19001183 62180		
CONDITIONS THAT PREVENT POSTING INVOICE 1153/26641							
* Invoice must be approved or voided to post.							
1323 00000 MENARDS	38498		041522F	10.47	.00	.00	
CASH 000008	INV 03/22/2022	SEP-CHK: Y	DISC: .00		19001183 63110		10.47 1099:
ACCT 1Y210	DUE 04/12/2022	DESC:Menards Grounds Supplies-Batteries, headlamp			19001183 63110		
CONDITIONS THAT PREVENT POSTING INVOICE 1323/26451							
* Invoice must be approved or voided to post.							
1323 00000 MENARDS	38641		041522F	86.09	.00	.00	
CASH 000008	INV 03/24/2022	SEP-CHK: Y	DISC: .00		19001162 68580		86.09 1099:
ACCT 1Y210	DUE 04/15/2022	DESC:Ellis Grounds Supplies			19001162 68580		
CONDITIONS THAT PREVENT POSTING INVOICE 1323/26452							
* Invoice must be approved or voided to post.							
1323 00000 MENARDS	38586		041522F	277.65	.00	.00	
CASH 000008	INV 03/23/2022	SEP-CHK: Y	DISC: .00		19001171 68580		68.90 1099:
ACCT 1Y210	DUE 04/15/2022	DESC:Menards Hoover and Grounds Supplies			19001171 63120		95.01 1099:
CONDITIONS THAT PREVENT POSTING INVOICE 1323/26453							
* Invoice must be approved or voided to post.							
					19001171 63110		27.30 1099:
					19001183 62180		86.44 1099:



VENDOR REMIT NAME	INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE
1535 00000 PIZZO & ASSOC, L 26700	041522F		041522F	2,141.00	.00	.00	
CASH 000008 2022/04 INV 04/11/2022 SEP-CHK: Y DISC: .00					190711 68520		2,141.00 1099:
ACCT 1Y210 DEPT 11 DUE 05/11/2022 DESC:Herbicide Application Spring 2022							
CONDITIONS THAT PREVENT POSTING INVOICE 1535/26768							
* Invoice must be approved or voided to post.							
1655 00000 SERVICE SANITATI 50-493234041522	041522F		041522F	231.75	.00	.00	
CASH 000008 2022/04 INV 04/04/2022 SEP-CHK: Y DISC: .00					19001183 63070		231.75 1099:
ACCT 1Y210 DEPT 11 DUE 04/15/2022 DESC:Portolet service April 2022							
CONDITIONS THAT PREVENT POSTING INVOICE 1655/26556							
* Invoice must be approved or voided to post.							
1665 00000 SHAW MEDIA 032210085118	041522F		041522F	437.97	.00	.00	
CASH 000008 2022/04 INV 03/31/2022 SEP-CHK: Y DISC: .00					190011 62090		327.98 1099:
ACCT 1Y210 DEPT 11 DUE 04/15/2022 DESC:Improvement Projects, Website Hosting, c					190011 68430		109.99 1099:
CONDITIONS THAT PREVENT POSTING INVOICE 1665/26551							
* Invoice must be approved or voided to post.							
1849 00001 VERIZON 9902186681	041522F		041522F	681.01	.00	.00	
CASH 000008 2022/04 INV 03/19/2022 SEP-CHK: Y DISC: .00					19001183 63540		681.01 1099:
ACCT 1Y210 DEPT 11 DUE 04/11/2022 DESC:Verizon Cell Phones							
CONDITIONS THAT PREVENT POSTING INVOICE 1849/26456							
* Invoice must be approved or voided to post.							
2047 00000 COMED 9361578000041522	041522F		041522F	18.79	.00	.00	
CASH 000008 2022/04 INV 03/22/2022 SEP-CHK: Y DISC: .00					190011 63510		18.79 1099:
ACCT 1Y210 DEPT 11 DUE 05/09/2022 DESC:ComEd Baker Woods							
CONDITIONS THAT PREVENT POSTING INVOICE 2047/26462							
* Invoice must be approved or voided to post.							
2047 00000 COMED 1123166102041522	041522F		041522F	23.07	.00	.00	
CASH 000008 2022/04 INV 03/25/2022 SEP-CHK: Y DISC: .00					190011 63510		23.07 1099:
ACCT 1Y210 DEPT 11 DUE 05/27/2022 DESC:ComEd Jay Woods							



CLERK: jgranholm BATCH: 2398

VENDOR REMIT NAME	INVOICE	PO	NEW INVOICES	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE
CONDITIONS THAT PREVENT POSTING INVOICE 2047/26530								
* Invoice must be approved or voided to post.								
2047 00000 COMED	55142229027041522		041522F		13.84	.00	.00	
CASH 000008	INV 03/29/2022	SEP-CHK: Y	DISC: .00					
ACCT 1Y210	DUE 04/20/2022	DESC:ComEd Pickerill			13.84	19001184 63100		1099:
CONDITIONS THAT PREVENT POSTING INVOICE 2047/26535								
* Invoice must be approved or voided to post.								
2047 00000 COMED	0927007163041522		041522F		23.43	.00	.00	
CASH 000008	INV 03/29/2022	SEP-CHK: Y	DISC: .00					
ACCT 1Y210	DUE 04/13/2022	DESC:ComEd Richard Young			23.43	190011 63510		1099:
CONDITIONS THAT PREVENT POSTING INVOICE 2047/26536								
* Invoice must be approved or voided to post.								
2047 00000 COMED	5514228011041522		041522F		434.87	.00	.00	
CASH 000008	INV 03/29/2022	SEP-CHK: Y	DISC: .00					
ACCT 1Y210	DUE 04/20/2022	DESC:ComEd Pickerill House			434.87	19001184 63100		1099:
CONDITIONS THAT PREVENT POSTING INVOICE 2047/26537								
* Invoice must be approved or voided to post.								
2047 00000 COMED	5514710005041522		041522F		25.47	.00	.00	
CASH 000008	INV 03/30/2022	SEP-CHK: Y	DISC: .00					
ACCT 1Y210	DUE 05/16/2022	DESC:ComEd Harris Arena			25.47	190011 63510		1099:
CONDITIONS THAT PREVENT POSTING INVOICE 2047/26549								
* Invoice must be approved or voided to post.								
2047 00000 COMED	5514711002041522		041522F		93.72	.00	.00	
CASH 000008	INV 03/30/2022	SEP-CHK: Y	DISC: .00					
ACCT 1Y210	DUE 05/16/2022	DESC:ComEd Harris			93.72	190011 63510		1099:
CONDITIONS THAT PREVENT POSTING INVOICE 2047/26550								
* Invoice must be approved or voided to post.								



CLERK: jgranholm BATCH: 2398

VENDOR REMIT NAME	INVOICE	PO	NEW INVOICES	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE
2047 00000 COMED	<u>0756081017041522</u>		041522F		359.91	.00	.00	
CASH 000008	INV 04/04/2022	SEP-CHK: Y	DISC: .00					
ACCT <u>1Y210</u>	DUE 05/20/2022	DESC:ComEd Hoover Bathhouse			<u>19001171 63100</u>		359.91	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 2047/26760								
* Invoice must be approved or voided to post.								
2047 00000 COMED	<u>1938021081041522</u>		041522F		124.87	.00	.00	
CASH 000008	INV 04/04/2022	SEP-CHK: Y	DISC: .00					
ACCT <u>1Y210</u>	DUE 04/26/2022	DESC:ComEd Hoover Residence			<u>19001171 63100</u>		124.87	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 2047/26762								
* Invoice must be approved or voided to post.								
2047 00000 COMED	<u>0793673015041522</u>		041522F		1,001.12	.00	.00	
CASH 000008	INV 04/07/2022	SEP-CHK: Y	DISC: .00					
ACCT <u>1Y210</u>	DUE 05/23/2022	DESC:ComEd Hoover Multiple			<u>19001171 63100</u>		1,001.12	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 2047/26778								
* Invoice must be approved or voided to post.								
2057 00000 MATTHEW CAVINESS	<u>12021960</u>		041522F		390.00	.00	.00	
CASH 000008	INV 04/04/2022	SEP-CHK: Y	DISC: .00					
ACCT <u>1Y210</u>	DUE 04/15/2022	DESC:Shoes and trim			<u>19001164 63020</u>		390.00	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 2057/26766								
* Invoice must be approved or voided to post.								
2153 00000 JARED ANDERSON	<u>PPE-Boot_Reimburseme</u>		041522F		129.99	.00	.00	
CASH 000008	INV 04/01/2022	SEP-CHK: Y	DISC: .00					
ACCT <u>1Y210</u>	DUE 04/15/2022	DESC:Reimbursement for Boots, PPE			<u>19001183 62400</u>		129.99	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 2153/26643								
* Invoice must be approved or voided to post.								
2170 00000 ANTOINETTE WHITE	<u>LogoReimbursement</u>		041522F		60.00	.00	.00	
CASH 000008	INV 03/26/2022	SEP-CHK: Y	DISC: .00					
ACCT <u>1Y210</u>	DUE 04/15/2022	DESC:Reimbursement for Logo for Summer Camp shirts			<u>19001183 62400</u>		60.00	1099:



CLERK: jgranholm BATCH: 2398

VENDOR REMIT NAME	INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE
NEW INVOICES							
CONDITIONS THAT PREVENT POSTING INVOICE	2170/26458						
* Invoice must be approved or voided to post.							
2170 00000 ANTOINETTE WHITE Pesticide Reimb	041522F			90.00	.00		.00
CASH 000008 2022/04 INV 04/07/2022 SEP-CHK: Y DISC: .00							
ACCT 1Y210 DEPT 11 DUE 04/15/2022 DESC:Reimbursement for Pesticide License					190011 62040		90.00 1099:
CONDITIONS THAT PREVENT POSTING INVOICE	2170/26720						
* Invoice must be approved or voided to post.							
2225 00000 AIR WANS WIRELES 172980	041522F			74.95	.00		.00
CASH 000008 2022/04 INV 04/01/2022 SEP-CHK: Y DISC: .00							
ACCT 1Y210 DEPT 11 DUE 04/01/2022 DESC:Ellis Internet Services					19001183 63540		74.95 1099:
CONDITIONS THAT PREVENT POSTING INVOICE	2225/26533						
* Invoice must be approved or voided to post.							
3131 00000 GROOT INC 8589458T102	041522F			500.61	.00		.00
CASH 000008 2022/04 INV 04/01/2022 SEP-CHK: Y DISC: .00							
ACCT 1Y210 DEPT 11 DUE 04/15/2022 DESC:Groot Waste Management Services					19001183 63070		391.03 1099:
CONDITIONS THAT PREVENT POSTING INVOICE	3131/26638						109.58 1099:
* Invoice must be approved or voided to post.							
3429 00000 JENNIE COLLINS Uniform reimburse	041522F			25.98	.00		.00
CASH 000008 2022/04 INV 04/01/2022 SEP-CHK: Y DISC: .00							
ACCT 1Y210 DEPT 11 DUE 04/15/2022 DESC:Reimbursement for uniforms					19001183 62400		25.98 1099:
CONDITIONS THAT PREVENT POSTING INVOICE	3429/26644						
* Invoice must be approved or voided to post.							
3485 00000 DUTEK HOSE CENTE 1016633	041522F			12.50	.00		.00
CASH 000008 2022/04 INV 04/04/2022 SEP-CHK: Y DISC: .00							
ACCT 1Y210 DEPT 11 DUE 04/15/2022 DESC:Equipment repairs					19001183 62160		12.50 1099:
CONDITIONS THAT PREVENT POSTING INVOICE	3485/26555						
* Invoice must be approved or voided to post.							



04/12/2022 10:18
jgranholm

Kendall County
INVOICE ENTRY PROOF LIST

CLERK: jgranholm BATCH: 2398

VENDOR REMIT NAME

INVOICE

PO

NEW INVOICES

CHECK RUN

NET AMOUNT

EXCEEDS PO BY

PO BALANCE

CHK/WIRE

11
lapinvent

VENDOR REMIT NAME	INVOICE	PO	NEW INVOICES	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE
3570 00000 ENVIRONMENTAL ED 21-00107	041522F			041522F	550.00	.00		.00
CASH 000008 2022/04 INV 04/01/2022 SEP-CHK: Y DISC: .00						19001171 63040	550.00	1099:
ACCT 1Y210 DEPT 11 DUE 04/15/2022 DESC:Sec Dep Return Hoover Facilities								
CONDITIONS THAT PREVENT POSTING INVOICE 3570/26642								
* Invoice must be approved or voided to post.								
3583 00000 WHITNEY BEGNER 22-00064	041522F			041522F	150.00	.00		.00
CASH 000008 2022/04 INV 03/29/2022 SEP-CHK: Y DISC: .00						19001171 63040	150.00	1099:
ACCT 1Y210 DEPT 11 DUE 04/15/2022 DESC:MHL Sec Dep Return								
CONDITIONS THAT PREVENT POSTING INVOICE 3583/26459								
* Invoice must be approved or voided to post.								
3584 00000 GOLDIE BEHRENS 19-00192	041522F			041522F	120.00	.00		.00
CASH 000008 2022/04 INV 03/29/2022 SEP-CHK: Y DISC: .00						19001183 63040	120.00	1099:
ACCT 1Y210 DEPT 11 DUE 04/15/2022 DESC:Shelter refund due to inability to reschedule								
CONDITIONS THAT PREVENT POSTING INVOICE 3584/26554								
* Invoice must be approved or voided to post.								
3594 00000 INTERPRETIVE GRA INV-1823	041522F			041522F	2,391.80	.00		.00
CASH 000008 2022/04 INV 04/08/2022 SEP-CHK: Y DISC: .00						190711 68520	2,391.80	1099:
ACCT 1Y210 DEPT 11 DUE 05/08/2022 DESC:Durareader with design								
CONDITIONS THAT PREVENT POSTING INVOICE 3594/26779								
* Invoice must be approved or voided to post.								
57 PENDING UNPAID INVOICES	TOTAL				27,298.11			

0 INVOICE(S) REPORT POST TOTAL .00

REPORT TOTALS .00

Project : Ken Pickerill House Renovations
 Owner: Kendall County Forest Preserve District

Date: 03/30/2022

Time: 3:00 PM

	Plan Holder	Location	Bid Bond	Addendum No. 1	Bid A Pickerill House	Bid B Roofing	Bid C A + B = C, Total Bid	Comments
1	American Environmental Solutions	East Zurich, IL						
2	Callan Construction Company Inc	Woodstock, IL						
3	Wend Construction	Plainfield, IL						
4	Kenda Construction Inc.	Lincolnwood, IL						
5	Lite Construction, Inc.	Montgomery, IL	✓	✓	1,715,600	154,400	1,870,000	
6	Walter Daniels Construction Co, Inc	Chicago, IL						

		FY21-FY22 Project Budgets	03/30/22 Bid Results	Difference	Project-to-Date Expenditures
1913	Kluber Architects (House)	\$ 75,830.00	\$ 75,830.00	\$ -	\$ 64,106.00
1907	Kluber Architects (Roof)	\$ 8,820.00	\$ 8,820.00	\$ -	\$ 6,475.00
1913	Construction (House)	\$1,036,065.00	\$ 1,715,600.00	\$ (679,535.00)	
1907	Construction (Roof)	\$ 86,180.00	\$ 154,400.00	\$ (68,220.00)	
	Total Available for Construction	\$1,122,245.00	\$ 1,870,000.00	\$ (747,755.00)	
	Roof Total Budget	\$ 95,000.00	\$ 163,220.00	\$ (68,220.00)	\$ 6,475.00
	House Total Budget	\$1,111,895.00	\$ 1,791,430.00	\$ (679,535.00)	\$ 64,106.00

Hi Dave:

The following outlines a summary of project bid information for the above captioned project. At this time we are recommending that the Kendall County Forest Preserve District consider rejecting the submitted bid. Our review is as follows:

Bidder Overview:

- A total of seven (7) General Contractor's registered on the Kluber Plan Room to bid the work.
- One (1) General Contractor (Lite Construction) chose to submit a bid.
- Six (6) General Contractor's chose not to bid the project.

Overall Observations:

- Timing: Several of the General Contractors who chose not to bid the work said that they are currently booked with work through late 2022 and into early 2023. They noted the timing of this bid affected their decision to withdraw.
- Re-Bid Potential: Several General Contractor's indicated that they may reconsider bidding the work if the project was re-released for re-bid in late 2022 or early 2023.
- Value Engineering/Donation Language: Several General Contractor's and Sub-Contractors did not clearly understand the intent of the donation/value engineering language outlined in the contract documents. They simply noted that this provision made the project less desirable to bid and dropped out because of it.
- Lack of Sub-Contractor Bids: The general consensus we received from the General Contractor's is that it is very difficult for them to obtain sub-contractor bids in the current market due to pre-existing workload and marketplace uncertainty. When they do receive a bid, the pricing is unusually inflated.
- Market Conditions: Several General Contractor's (including the apparent low bidder) noted they have not seen market conditions this volatile and sub-contractor bids as inflated as they are currently. Material shortages, delays in obtaining materials to the site were all noted along with additional general conditions expenses to cover their internal costs because of delays and current market conditions.

Bid Review:

- There was a lack of competitive & multiple sub-contractor bids received for the work by the apparent low bidder. Only one bid was received for some of the work scope and the bid number quoted in our opinion was not competitive.
- General Conditions, Bonds & Insurance and Overhead and Profit figures as a result of the market conditions were higher than anticipated.
- General Trades and Carpentry figures were higher than anticipated. The low bidder chose not to self-perform this work because their carpenters are booked solid on other projects until the 4th quarter. For this reason, they solicited a sub-contractor bid that appears to be non-competitive and much higher than anticipated.
- The fiber cement siding and trim replacement was higher than expected. Again, the low bidder chose not to self-perform this work because their carpenters are booked solid on other project until the 4th quarter. The number appears to be non-competitive.
- The window, door and glass package price is higher than anticipated. Material shortages and delays are suspected to have increased the cost for these products.
- The reroofing work bid numbers do not appear competitive. There appears to be a more than a 50% market correction in those numbers.
- The brick masonry piers at the 6 column locations for the exterior canopy was higher than expected.
- The excavation and earthwork numbers were higher than expected.
- The electrical work cost increased to accommodate the replacement of the electrical service panels.
- The apparent low bidder did include all specified construction and septic system contingencies.
- The apparent low bidder noted that it would take approximately 6 months to construct the project.

Recommendations:

- Consider a late 2022 or early 2023 re-bid release to attract more bidders.
- Consider removing the value engineering / donation language from the contract entirely.
- Consider removing the former greenhouse work to reduce project cost.
- Consider removing the replacement kitchen countertops and sinks to reduce project cost.
- Consider removing the brick masonry column wraps at the exterior canopy and clad the columns in fiber cement column enclosures.
- Consider elimination of the exterior fireplace at the patio from the work scope to reduce project cost.

Please do not hesitate to contact me if you have any questions regarding this matter.

Christopher Hansen, AIA, NCARB
Project Manager
"In a world you can be anything...be kind"



41 W. Benton Street | Aurora, IL 60506
Office 630.406.1213 | Cell 630.254.2012

**SECTION 00 45 10
BID BREAKDOWN**

1.01 BIDDER MUST SUBMIT THIS FORM FOR THEIR BID TO BE CONSIDERED COMPLETE.

1.02 BID 'A' - BID BREAKDOWN

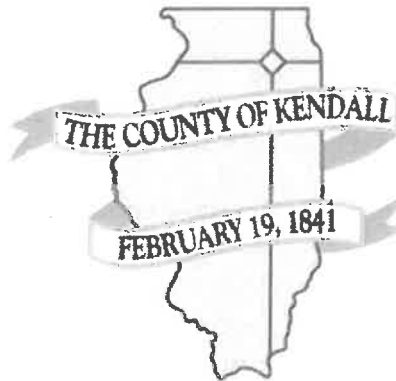
DESCRIPTION OF WORK	BID VALUE
General Conditions	\$ 120,000.00
Bonds & Insurance	\$ 50,000.00
Overhead & Profit	\$ 142,000.00
Contingency Allowance (01 21 00)	\$ 90,000.00
Septic System Allowance (01 21 00)	\$ 30,000.00
Demolition	\$ 105,000.00
Cast-In-Place Concrete	\$ 34,000.00
Masonry	\$ 40,000.00
Structural Steel	\$ 41,000.00
General Trades/Carpentry	\$ 300,000.00
Casework & Countertops	\$ 20,000.00
Weather Barriers	\$ 7,000.00
Fiber Cement Siding	\$ 120,000.00
Sealants	\$ 8,000.00
Doors/Hardware/Glass/Mirrors/Glazing	\$ 114,000.00
Drywall & Acoustical	\$ 30,000.00
Flooring	\$ 60,000.00
Painting & Staining	\$ 45,000.00
Division 10 Specialties (Installed)	\$ 10,000.00
Plumbing	\$ 34,000.00
HVAC	\$ 55,000.00
Electrical	\$ 70,000.00
Fire Detection & Alarm	\$ 20,000.00
Earthwork	\$ 30,000.00
Exterior Improvements	\$ 120,000.00
Other	\$ 20,000.00
Grand Total Bid 'A' =	\$ 1,715,600.00

1.03 BID 'B' - BID BREAKDOWN
DESCRIPTION OF WORK

	BID VALUE
General Conditions	\$ 5500.00
Bonds & Insurance	\$ 5000.00
Overhead & Profit	\$ 10,900.00
Contingency Allowance (01 21 00)	\$ 10,000.00
Roofing Demolition & Disposal	\$ 6,000.00
New Roofing Work (Asphalt Shingles)	\$ 34,000.00
New Roofing Work (EPDM)	\$ 21,000.00
Roofing Sheet Metal Work	\$ 7,000.00
Other	\$ 2,500.00
Grand Total Bid 'B' =	\$ 154,400.00

END OF SECTION

Kendall County Application for Tax Abatement



This application is an official part of the Tax Abatement process. Incomplete or inaccurate information may be cause for rejection of the application. It also is a representation that the applicant intends to implement the representations made in the application. Failure to implement these representations or to continue them during the term of any Tax Abatement that is offered will be sufficient basis for termination of the Abatement Agreement and repayment of any taxes that have been abated.

This packet should be completed and returned to the Kendall County Office of Administrative Services:

*111 W. Fox Street, Room 316,
Yorkville, IL 60560
Phone: 630.385.3000
Fax: 630.553.4214
E-Mail kendalledc@co.kendall.il.us*

Overview

Property Tax Abatement is a way to support and promote the expansion of existing businesses and the location of new businesses to Kendall County. A business that receives approval from a taxing body for an abatement will receive an abatement on a portion of the resulting property tax revenue after expansion, improvement, or new construction is complete and the building is occupied.

Goals and Objectives

The end result of providing tax abatement to a business for an expansion, improvement or new construction should include:

- *Economic Impact*
 - Job creation and retention and capital investment in land, buildings, and equipment
- *Fiscal Impact*
 - Total amount of new estimated property tax generated by the business expansion
- *Strategic Impact*
 - Factors such as the median salary of the employees, total payroll, and the quality of benefits available to the employees
- *Other Impacts*
 - Improvements to existing public infrastructure and/or construction of new public infrastructure

Eligible Projects

- Projects that will be considered for Property Tax Abatement from Kendall County are limited to the following:
 - Warehouse/Distribution/Logistics
 - Office Headquarters and Regional Headquarters
 - Manufacturing
- Preference will be given to projects that result in job creation, increase in property tax base, investment in machinery & equipment when purchased locally, and capital improvements for the expansion of existing buildings.

Process

- It is strongly recommended that the applicant contact the Kendall County Office of Administrative Services to arrange a pre-application meeting with County staff. This gives staff an opportunity to discuss the guidelines, application, process, and agreement provisions with the applicant.
- Once the application has been completed and submitted to the Kendall County Office of Administrative Services, staff will review the application to determine the eligibility of the project.
- Applications are reviewed and scored on a case by case basis on their economic, strategic, and fiscal impacts on a community.

- If it is determined that the project qualifies for an abatement of property taxes, County Staff will present the request to the County's Economic Development Committee to secure an indication of their support for the project.
- Staff, as well as the applicable local Economic Development Corporation, will make contact to each taxing body having jurisdiction over the subject property for their support of the project and abatement approval.
- If a taxing body expresses support of the project, Staff will develop the agreement for the abatement of property taxes for approval by each governing board of the applicable taxing jurisdictions.

Abatement Terms & Levels

A business receiving a tax abatement is eligible to receive an abatement for a term of three years. The amount abated will be on a sliding scale consisting of 75% abated in year one, 50% abated in year two, and 25% abated in year three.

The term and levels of an abatement may be modified only at the discretion of the governing boards of the taxing bodies.

Clawback Provisions and Verification Audit

A business shall maintain operations at the project location for at a minimum, the length of the abatement term as well as for three years following the final year of the abatement term. During the abatement term businesses are not eligible to file an appeal of assessment of the property, to tender payment under protest, nor to file an objection to the property taxes levied by the taxing bodies. During the three years following the final year of abatement term, businesses are eligible to file an appeal of assessment of the property, tender payment under protest, and file an objection the property taxes levied by the taxing bodies *only* if the Supervisor of Assessments or the Board of Review establishes an assessed value based upon the market value that is less than the Estimated Market Value of the property provided by the applicant within this application.

To verify compliance of the Property Tax Abatement Agreement, a business must submit a payroll summary with listing of either the first name or initial of the employees or a listing of the employees' ID number along with job titles, salaries, benefits, county of residence, and hiring dates on an annual basis to the Kendall County Office of Administrative Services.

County of Kendall

Application for Tax Abatement

Name of Company: MP Minooka Ridge Industrial LLC

Corporate Address: 18W140 Butterfield Road, Suite 750, Oakbrook Terrace, IL 60181

Company Contact Person: Andrew Karabon

Address: 18W140 Butterfield Road, Suite 750, Oakbrook Terrace, IL 60181

Phone: 630-576-1104

Fax: _____

Proposed Location in Kendall County: (Address # TBD) Midpoint Road, Minooka, IL 60447

PIN #: 09-35-300-006, 09-35-300-007, 09-35-300-002, 09-35-300-001, 09-35-300-008

Proposed start of Construction: Building 1: May 1, 2022 / Building 2: September 1, 2023

Proposed start up of Operations:

Building 1: August 1, 2023 / Building 2: June 1, 2024 **What product(s) or services will**

be produced in the proposed facility?

To be determined. This is a speculative industrial development and therefore a tenant has not been identified yet. It would be expected that this facility will be leased by a tenant for the purposes of warehousing/distribution or manufacturing.

EMPLOYMENT

What specific jobs will be created? If phased employment is planned please provide details. Use additional pages if necessary. At this time a tenant has not been identified for the project. Please see the explanation below.

Job Title	Mgt., Supv., or Worker	Occupational Code	Number of Jobs			Wages/ Salaries*	
			Initial	After Year 1	After Year 2	Starting	Maximum

***Not Including Benefits**

Explanation and details of work force.

Prior to leasing the project we are unable to provide exact employment or compensation figures. However we can provide a expected range of figures based on our experience on previous projects within the area and industry averages. The total square footage of the business park will be 1,729,593 square feet. A conservative employee count estimate would be one employee per 3,500 square feet of building area for a typical logistics user which would imply 494 employees. A more aggressive estimate of one employee per 700 square feet for a typical E-commerce user would imply 2,470 employees. It is our belief that the final headcount across both buildings will be comfortably within the range of 494 and 2,470 employees. On average we would expect typical salaried compensation for the logistics park employees to be around \$50,000 annually.

Source: SB Friedman Development Advisors

EMPLOYEE BENEFITS

Please summarize benefits below and attach copies of insurance and pension plans.

Fringe Benefit	Type of Benefit	Company Portion (Annual %)	Employee Portion (Annual %)
Medical Insurance			
Dental Insurance			
Vision Insurance			
Pension Plan Defined Benefit 401(K)			
Disability			
Life Insurance			
Other Benefits (please specify)			

We do not have any information about employee benefits that might be offered by potential tenants for these buildings.

VALUATION ANALYSIS

Assessed valuation shall be judged on the basis of impact upon the public services, which will be required (i.e., if judged that impact upon schools, roads, law enforcement, etc., will be great but assessed valuation will be low, a low rating will be assigned.)

Table with 2 columns: Property characteristic and Value. Includes rows for Land size (113 Acres), Building size (1,729,593), Building height (40' Clear Height), Type of Construction (Pre-cast concrete), Estimated dollar value of sales attributed to site (TBD), and Total Investment in new machinery and equipment purchased from local Kendall County businesses (TBD).

Provide a construction budget that shows the allocation of cost for each phase of the process.

Is the property one of the following:

Table with 2 columns: Facility type and Count. Includes rows for New facility (2 new buildings), Expansion of an existing facility, and Previously closed facility.

The current assessed valuation of the property:

Table with 2 columns: Category and Value. Includes rows for Land (\$64,084), Improvements (\$137,260), and Total (\$201,344).

Table with 3 columns: Facility description, Building 1, and Building 2. Includes rows for What is the estimated cost of the completed facilities?, Cost of land and site development, Cost of buildings (Hard Costs), Cost of permanent fixed equipment, Cost of pollution control devices, Cost of non-fixed equipment, Cost of installation/construction, and Total Cost.

ESTIMATED MARKET VALUE

(If application is approved, this value will be incorporated into the Tax Abatement Agreement)

IMPACT UPON INFRASTRUCTURE

What new or additional utilities and/or infrastructure will be needed?
(Roads, natural gas, rail spurs, etc.)

Midpoint road will be extended further west. Water and sewer services will be brought from their current point in Midpoint further west to serve both buildings.

How will they be funded?

The developer will fund these improvements/infrastructure costs.

IMPACT UPON THE ENVIRONMENT

A. Will there be any pollution of air, water, soil, sound, etc.? If so, please describe?
Not to our knowledge.

B. Will hazardous chemicals, products, or waste be used or produced? If so, please specify and indicate how they will be managed. If an E.P.A. permit is necessary, please attach the permit, or if not yet received, attach a copy of the application.
Not to our knowledge.

C. Will any waivers or exceptions from either Federal or State E.P.A. be needed?
If so, please specify and attach any E.P.A. phase reports.
Not to our knowledge.

D. Are you familiar with Kendall County and other local performance standards? (Refer to Kendall County zoning ordinance and any applicable municipal code.) Will the proposed facility meet or exceed these standards? Please explain.
Yes. We have reviewed both the Village of Minooka and Kendall County zoning ordinances and have confirmed that the planned development will meet or exceed those standards.

APPROPRIATE LOCATION

Which planning and zoning authority (municipality or county) has jurisdiction of this site?

The Village of Minooka

What is the current zoning?

The majority of the site is M-2 and the formerly residential portion is A-1 which is in the process of being rezoned to M-2.

If not currently zoned for the intended use, what is the planned use in the Comprehensive plan?

M-2

Please attach a site plan and a sketch or artists conception of the building(s), landscape plans etc.

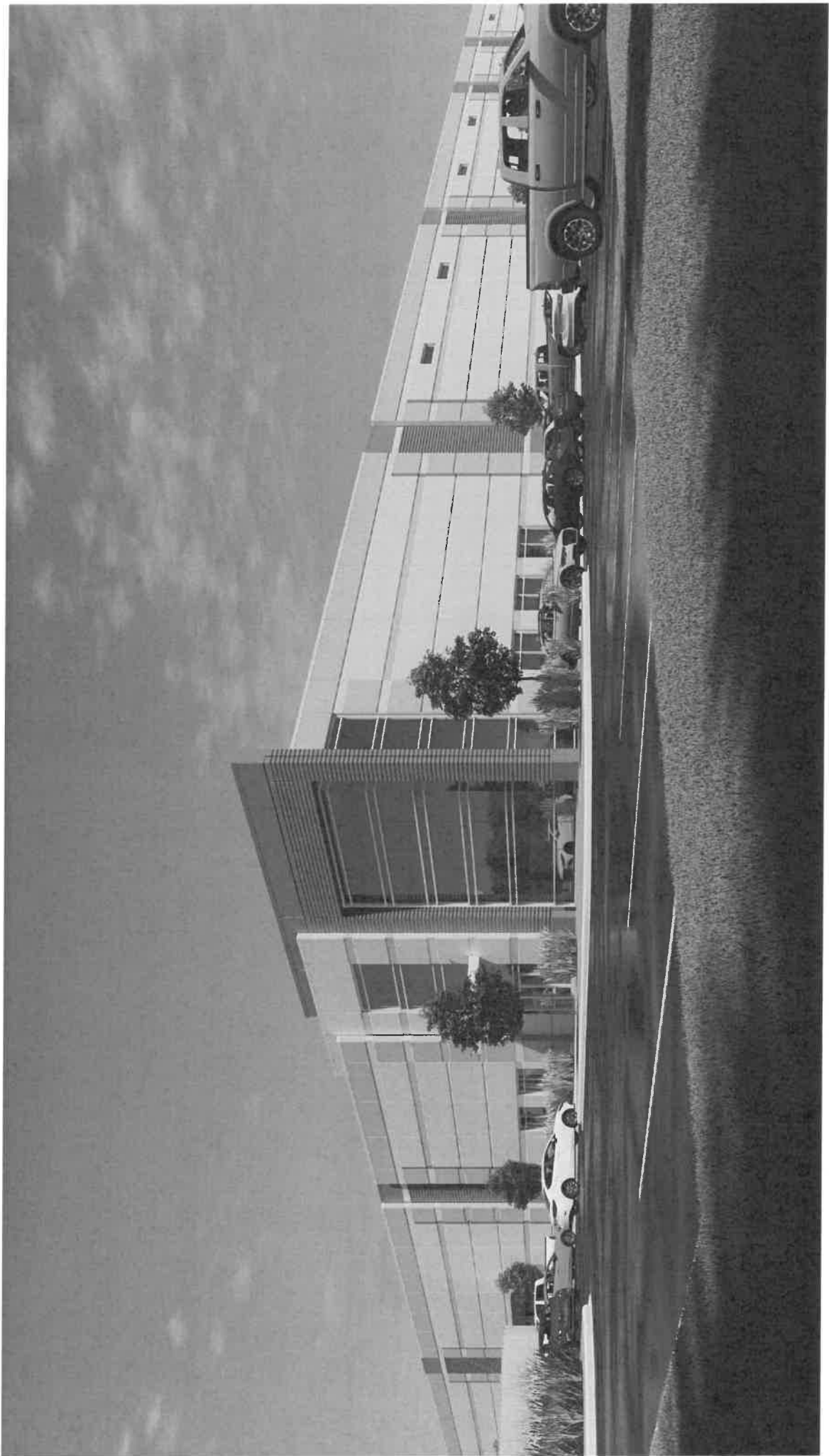
Please see the attached.

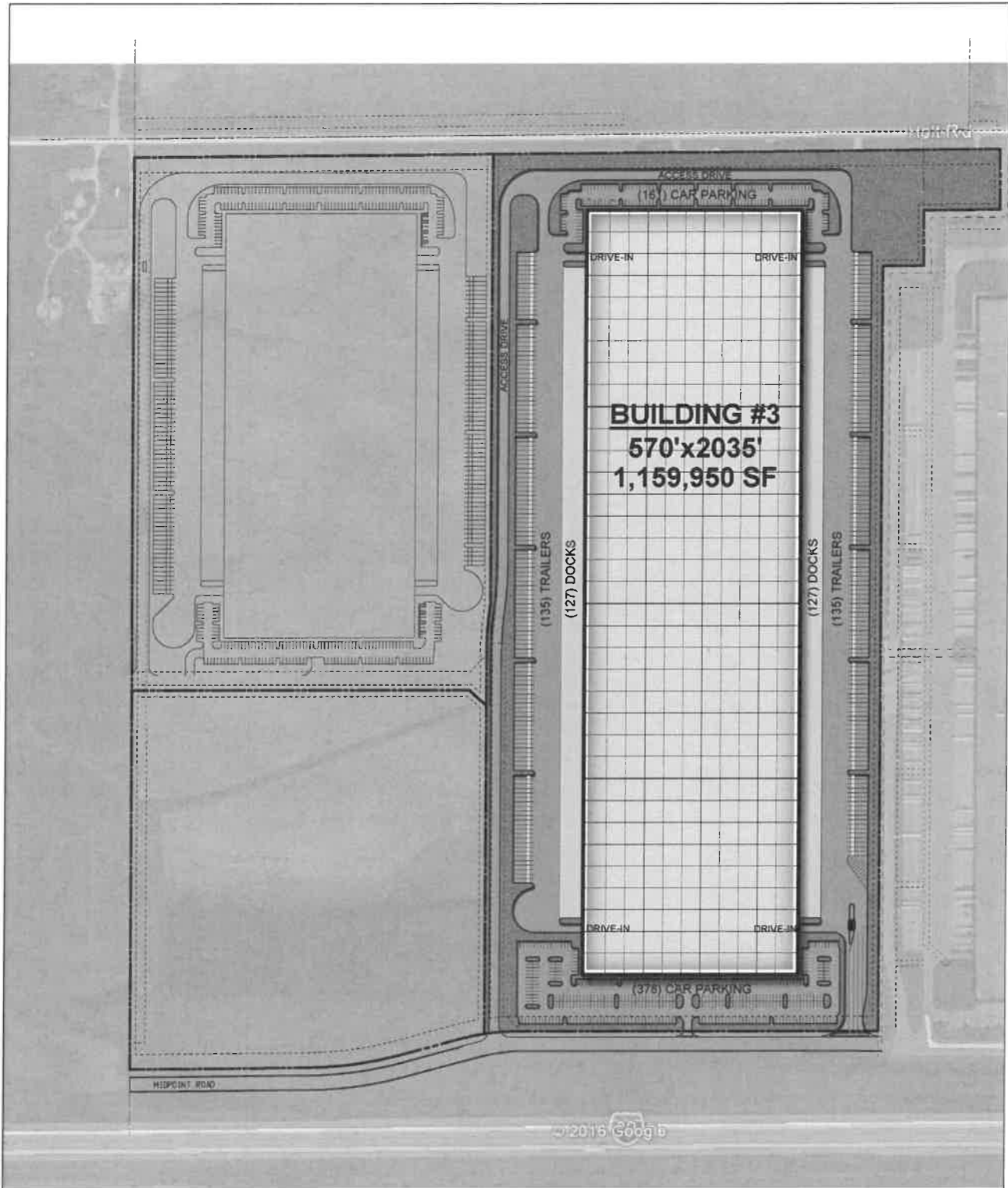
I, Andrew Karabon, certify that I am an official of the applicant business with authority to make application for a property tax abatement, that I have read this application and that the application and any attachments hereto are true and correct. I further understand that inaccurate information or misrepresentations may be cause for rejection of the application: I further understand that failure to implement these representations will be sufficient basis for termination of the abatement agreement and repayment of any taxes, which have been abated.

Andrew Karabon
Signature

Development Manager
Title

February 16, 2022
Date





CONCEPTUAL NEW FACILITY FOR:
NEW OFFICE/WAREHOUSE
 MINOOKA, ILLINOIS

SCHEME A

SITE PLAN

221409 02-11-2022 0' 50' 125' 250' 500' ↑

Property Information		
Parcel Number 09-35-300-006	Site Address 1680 HOLT RD MINOOKA, IL 60447	Owner Name & Address FLEMING, MARGARET REV TR 1600 HOLT RD MINOOKA, IL, 60447
Tax Year 2020 (Payable 2021) ▼		
Sale Status None	Neighborhood Code	Land Use
Property Class 0040 - IMPROVED LOTS	Tax Code SE003 - NO CORP / MINOOKA FPD	Tax Status Taxable
Net Taxable Value 34,739	Tax Rate 8.416680	Total Tax \$2,923.88
Township Seward Township	Acres 0.0000	Mailing Address
Tract Number	Lot Size	TIF Base Value 0
Legal Description 4.36 AC TR LY E1/2 SW1/4 SEC 35-35-8		

Assessments						
Level	Homesite	Dwelling	Farm Land	Farm Building	Mineral	Total
DOR Equalized	20,079	14,660	0	0	0	34,739
Department of Revenue	20,079	14,660	0	0	0	34,739
Board of Review Equalized	20,079	14,660	0	0	0	34,739
Board of Review	20,079	14,660	0	0	0	34,739
S of A Equalized	20,079	14,660	0	0	0	34,739
Supervisor of Assessments	20,079	14,660	0	0	0	34,739
Township Assessor	20,079	14,660	0	0	0	34,739
Prior Year Equalized	19,211	14,026	0	0	0	33,237

Billing			
	1st Installment (Due 06/08/2021)	2nd Installment (Due 09/08/2021)	Totals
Tax Billed	\$1,461.94	\$1,461.94	\$2,923.88
Penalty Billed	\$0.00	\$0.00	\$0.00
Cost Billed	\$0.00	\$0.00	\$0.00
Fees/Liens/SSA Billed	\$0.00	\$0.00	\$0.00
Total Billed	\$1,461.94	\$1,461.94	\$2,923.88
Amount Paid	\$1,461.94	\$1,461.94	\$2,923.88
Total Unpaid	\$0.00	\$0.00	\$0.00
Paid By	FLEMING, MARGARET REV TR	FLEMING, MARGARET REV TR	
Date Paid	6/1/2021	6/1/2021	

No Forfeiture Information

No Exemptions

No Farmland Information


No Genealogy Information

Related Names		
OWNER	FLEMING, MARGARET 1600 HOLT RD MINOOKA, IL 60447	
Deed Document #	2018-07425	
Mailing Flags	Tax Bill Delinquent Notice	Change Notice Exemption Notice

Sales History									
Year	Document #	Sale Type	Sale Date	Sold By	Sold To	Gross Price	Personal Property	Net Price	
2022	202200002696	Warranty Deed	12/28/2021	REVOCABLE TRUST, DATED APRIL 3, 2018 MARGARET FLEMING, TRUSTEE OF THE MARGARET FLEMING	MP MINOOKA RIDGE INDUSTRIAL LLC	\$1,055,000.00	\$0.00	\$1,055,000.00	

No Redemptions

Taxing Bodies		
District	Tax Rate	Extension
SCHOOL DIST #201	3.265560	\$1,134.42
SCHOOL DIST #111	2.392280	\$831.05
MINOOKA FPD	0.854780	\$296.94
COUNTY	0.623230	\$216.52
SEWARD ROAD DISTRICT	0.491870	\$170.87
JR COLLEGE #525	0.289610	\$100.61
SEWARD TOWNSHIP	0.215500	\$74.86
FOREST PRESERVE	0.158200	\$54.96
THREE RIVERS LIBRARY	0.106320	\$36.93
MULTI-TWP ASSMT DIST	0.019330	\$6.72
TOTAL	8.416680	\$2,923.88



- SCHOOL DIST #201
- SCHOOL DIST #111
- MINOOKA FPD
- COUNTY
- SEWARD ROAD DISTRICT
- JR COLLEGE #525
- SEWARD TOWNSHIP
- FOREST PRESERVE
- THREE RIVERS LIB...
- MULTI-TWP ASSMT...



whittlaw.com

STUART L. WHITT

March 8, 2022

Via Email

LSP-Kendall Energy LLC Taxing Bodies Consortium
c/o Dr. Kris Monn, Superintendent
Minooka Community Consolidated School District #201
305 W. Church Street
Minooka, Illinois 60447

Re: LSP-Kendall Energy LLC

Dear Dr. Monn:

Thank you for contacting us. We appreciate your confidence and are looking forward to working with those taxing bodies that derive property tax revenue from the LSP-Kendall Energy LLC facility (PIN 09-25-400-003) (hereinafter "Taxing Bodies"). It is our understanding that some, or all, of the Taxing Bodies will become members of the LSP-Kendall Energy LLC Taxing Bodies Consortium (hereinafter "Consortium"). This is our written engagement letter for legal work to be performed on behalf of the Consortium. Until replaced by another engagement letter, these general terms and conditions will apply to all legal matters the Consortium directs us to handle.

Our goal is to provide the Consortium with superior legal counsel on a timely and cost-effective basis. To attain that goal, we will carefully analyze the Consortium's objectives and evaluate and present alternative legal solutions. While we can make no guarantee of success in this undertaking and make no promise to you in this regard, we will work diligently to bring about the most satisfactory resolution of the Consortium's issues.

Scope of Engagement

The general scope of representation for which the Consortium has engaged Whitt Law includes the assessed valuation of the LSP-Kendall Energy LLC facility (PIN 09-25-400-003, hereinafter "LSP-Kendall") for tax year 2022 and beyond. Our goal will be to achieve a fair and equitable assessed valuation of LSP-Kendall. To achieve that goal, we will engage in a number of activities, including: preparation of an intergovernmental agreement for consideration and action by the Taxing Bodies for the purpose of joining and participating in the Consortium; developing factual and legal arguments to support a fair and equitable assessment of the LSP-Kendall; evaluating the tax levies and extensions of Consortium members to properly evaluate any settlement proposals;

ENGAGEMENT LETTER

March 8, 2022

Page 2

and such other activities as may be requested or required to achieve the goals stated above. We will also, if authorized by the Consortium and its members, file an assessment complaint, or intervene in an assessment complaint filed by LSP-Kendall, with the Kendall County Board of Review for tax years 2022 and beyond. We will also solicit proposals and contract for the preparation of a preliminary opinions of value, as well as a Complete Appraisal of the fair market value of LSP-Kendall as of January 1, 2022, prepared in compliance with the Uniform Standards of Professional Appraisal Practice. Those preliminary opinions and that Appraisal will be prepared by a highly qualified appraisal firm with experience in the valuation of electric generating facilities.

From time to time the Consortium may require other professionals who can provide services outside the areas of our firm's expertise. Upon your request, we will assist you in retaining them.

Assignment of Firm Personnel

Stuart Whitt and Brittany Flaherty Theis will be the primary attorneys responsible for the Consortium's representation in this project. That said, the firm offers expertise in various practice areas to maximize representation. We work as an integrated team by combining skills and experience, as needed, from all of our practice areas. We regularly conduct interoffice conferences to exchange ideas, discuss strategy, etc. Accordingly, other members of our legal team may be asked to provide assistance from time to time.

Communication

We communicate with our clients via e-mail, phone calls, and written correspondence. We recognize the importance of your matter. When we are in the office, you will hear back from us promptly. Our policy is to return phone calls and e-mails within 24 hours, if not immediately.

We value your confidentiality and have taken every precaution to ensure security using whichever system you prefer. If you have special instructions regarding any method of communication (for example, requiring that faxes be preceded by a phone call) please let us know.

Legal Fees

Legal fees are computed on an hourly basis. Our current hourly rate for this project is \$225. We review our fee structure and make necessary adjustments on January 1 of each year. The Consortium's hourly rate will be subject to adjustment at that time.

Our basic timekeeping unit for billing purposes is one-tenth of an hour, or six minutes. The minimum entry is two-tenths of an hour.

ENGAGEMENT LETTER

March 8, 2022

Page 3

Disbursements

Out-of-pocket expenses, including fees and expenses charged by the appraisers and engineers, will be included on our bills. No markup will be applied to any out-of-pocket expense. We do not charge for long-distance telephone or fax transmission charges, or for small numbers of photocopies made in-house. Photocopies in excess of 100 sheets (in the aggregate) are charged at \$0.10 for black and white and \$0.50 for color. We do not charge postage for documents mailed via the United States Postal Service. Documents requiring special handling (for example, overnight or second day delivery) are typically sent via Federal Express and that charge is applied to your account. Mileage is charged at the rate currently approved by the Internal Revenue Service. Travel expense such as cab fare, train fare, air fare, tolls, etc., will be charged to you. In the event that air travel is required, we will endeavor to secure the lowest domestic fare available in business class.

Initial Advance Fee Deposit

We will not require an initial advance fee deposit for this project.

Invoicing and Payment for Fees and Expenses

Customarily, we issue invoices monthly based on work performed in the preceding month. We are a small law firm and timely cash flow is important to us. It is our hope and expectation that invoices will be paid within 30 days of the invoice date.

Pursuant to the Consortium's direction, we will issue our invoices to Minooka Community Consolidated School District #201. The School District will pay our invoices and receive appropriate reimbursement from the members of the Consortium and any others with whom you may have a cost sharing arrangement.

Right of Withdrawal or Discharge

Whitt Law reserves the right to withdraw from representation, upon reasonable notice, in the event the Consortium fails to cooperate with our requests for information, fails to pay our invoices in a timely manner, or directs us to take a position or action that we believe to be in violation of the rules of professional responsibility.

The Consortium reserves the right to discharge our firm from representation, upon reasonable notice. If you do so, you agree to pay the firm for its services at the time of discharge. You further agree to reimburse the firm at that time for all expenses incurred to date. It is understood and

ENGAGEMENT LETTER

March 8, 2022

Page 4

agreed that we need not surrender our files to you or your new attorneys until all fees and expenses have been paid.

Acceptance

Please review the contents of this letter carefully before signing it and returning it to us. By signing your name below, you acknowledge that you have received and reviewed this document and that you understand, accept and agree to abide by its terms. You further represent that you are authorized to sign this document on behalf of the members of the Consortium.

WHITT LAW LLC

LSP-KENDALL ENERGY LLC TAXING
BODIES CONSORTIUM

By _____
On Behalf of the Firm

By _____
On Behalf of the Consortium

Stuart L. Whitt

March 8, 2022

[Name and Address of Taxing Body]

Re: Disclosure and Consent to Common Representation
LSP-Kendall Energy LLC Facility (PIN 09-25-400-003)

Dear _____:

As you are aware, Whitt Law LLC (“Whitt Law”) has been retained to represent those taxing bodies that are Members of the LSP-Kendall Energy LLC Taxing Bodies Consortium (together referred to as “Taxing Districts”) in the LSP-Kendall Energy LLC property tax matters. The Intergovernmental Cooperation Agreement Creating the LSP-Kendall Energy LLC Taxing Bodies Consortium being presented to each Taxing District for consideration and/or approval sets forth the scope and purpose of the representation and creates a representative group with one member from each Taxing District to oversee all aspects of the Agreement, including funding, financial obligations associated with the legal representation, and the submission of appraisals and reports of experts to each representative. The Agreement also states that Whitt Law has informed each Taxing District as to the implications of common representation and the advantages and risks involved. The purpose of this letter is to provide full disclosure of those advantages and risks and to obtain your consent to have Whitt Law serve as your legal counsel in common representation with the other taxing districts.

The most obvious advantage of common representation is economic. Each Taxing District will receive quality legal representation, paying the costs associated with that representation on a pro-rata basis.

When an attorney or law firm represents more than one client in a particular matter, potential or actual conflicts of interest may exist. At this time, Whitt Law is aware of no actual conflicts of interests between or among any of the potential clients. This is because the Taxing Districts currently share a commonality of interest – to defend their respective real property tax base in upcoming tax negotiations and/or litigations with LSP-Kendall Energy LLC.

While Whitt Law does not perceive any actual or reasonably foreseeable adverse consequences of common representation at this time, each Taxing District should

consider the following potential adverse consequences prior to consenting to the proposed common representation:

- While attorneys owe individual clients a duty of individual loyalty, common representation may result in divided or at least shared attorney-client loyalties. Thus, it is possible that issues may arise where Whitt Law's representation of any one Taxing District may be materially limited by Whitt Law's representation of another Taxing District. Neither Whitt Law, nor any potential client under the Intergovernmental Cooperation Agreement, are aware of any such issue at this time.
- While attorneys owe individual clients a duty to preserve secrets and confidential communications, as between jointly represented clients, there is no right to assert the attorney/client privilege for communications we receive from any one of our represented Taxing Districts to shield those communications from our other represented Taxing Districts. However, the duty of confidentiality, attorney-client privilege, and work product privilege would continue to protect all of our clients' confidential communications from disclosure to any other non-client persons or entities.
- Most typically, conflicts in common representation cases arise with respect to: (i) litigation strategies that are chosen to attempt to obtain the best results for all clients but that can potentially impact each client differently; and (ii) settlement issues, inasmuch as particular clients may have different ideas regarding the propriety of a settlement. Fortunately, the Intergovernmental Cooperation Agreement establishes the Advisory Board which is designed to address those issues that may arise in an orderly fashion.

Whitt Law will make every effort during the course of representation to confirm that the commonality of interest that exists today is maintained during every phase of the representation.

[Name of Taxing Body]
March 8, 2022
Page 3

Yours very truly,

WHITT LAW LLC

Stuart L. Whitt
swhitt@whittlaw.com
Enclosure

CONSENT TO COMMON REPRESENTATION

By executing this letter where indicated below, the Board _____ confirms, (1) that it has been fully informed as to the nature of potential conflicts which could arise as a result of Whitt Law's common representation of the Taxing Districts; (2) that it understands the terms, provisions and disclosures set forth in this letter; (3) that it has carefully considered all of the circumstances and potential conflicts described herein; (4) that it has had the opportunity to consult with its regular counsel regarding the terms, provisions and disclosures set forth in this letter; and (5) that the Board of _____ knowingly and voluntarily consents to be represented by Whitt Law LLC, in common representation with those taxing districts which are signatories to the Intergovernmental Cooperation Agreement Creating the LSP-Kendall Energy LLC Taxing Bodies Consortium.

Board of _____

By _____
Its _____

INTERGOVERNMENTAL COOPERATION AGREEMENT
CREATING THE LSP-KENDALL ENERGY LLC
TAXING BODIES CONSORTIUM

THIS INTERGOVERNMENTAL COOPERATION AGREEMENT is entered into this 8th day of March, 2022 between those taxing bodies that derive property tax revenue from the LSP-Kendall Energy LLC facility (PIN 09-25-400-003) who take formal action to approve this Intergovernmental Cooperation Agreement and become members of the LSP-Kendall Energy LLC Taxing Bodies Consortium, as follows:

WITNESSETH:

WHEREAS, Minooka Community Consolidated School District #201, Minooka Community High School District #111, Minooka Fire Protection District, Village of Minooka, Kendall County, Kendall County Forest Preserve District, Seward Township, Seward Township Road District, Joliet Junior College Community College District #525, Three Rivers Public Library District, and the NA-AU-SAY, Lisbon, Seward Multi-Township Assessment District are all public taxing bodies that are authorized to levy and receive *ad valorem* real property taxes from that parcel(s) that comprises the LSP-Kendall Energy LLC facility (hereinafter “Taxing Bodies” and “LSP-Kendall” respectively); and

WHEREAS, the Taxing Bodies and Dynegy Energy LLC (predecessor to LSP-Kendall) heretofore entered into an agreement titled Dynegy Kendall Energy Settlement Agreement providing for the assessed valuation of LSP-Kendall for tax years 2005 through 2021, among other things (hereinafter “2011 Agreement”); and

WHEREAS, the 2011 Agreement expired with the close of tax year 2021 and LSP-Kendall must be assessed in accordance with pertinent provisions of the Property Tax Code for tax years 2022 and beyond; and

WHEREAS, the Taxing Bodies deem it to be in their respective best interests, and the interests of their respective constituents and property taxpayers, to secure the advice and counsel of professional firms and individuals qualified and experienced in the valuation and property taxation of large industrial facilities, including electric generating facilities such as LSP-Kendall, in order to evaluate the facility, as well as any proposal received from LSP-Kendall, and to secure the knowledge necessary to negotiate a fair and equitable agreement with LSP-Kendall, taking into consideration their respective best interests and the interests of their respective constituents and property taxpayers; and

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970, authorizes units of local government and school districts to contract and associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance; and

WHEREAS, the Intergovernmental Cooperation Act (5 ILCS 220/1, *et seq.*) authorizes public agencies, including units of local government, school districts and community college districts, to exercise, combine, transfer, and enjoy jointly their power, privileges, functions, or authority with other public agencies; and

WHEREAS, the Taxing Bodies deem it to be in their respective best interests and the interests of their respective constituents and taxpayers to create the LSP-Kendall Energy LLC Taxing Bodies Consortium (hereinafter “Consortium”) to achieve the purposes set forth in this Intergovernmental Cooperation Agreement.

NOW, THEREFORE, the Taxing Bodies agree as follows:

1. The preambles to this Intergovernmental Cooperation Agreement are hereby incorporated herein as if fully set forth and restated in this Paragraph 1 *verbatim*.

2. The Taxing Bodies hereby agree to the creation of the Consortium and agree to be bound by the terms of this Intergovernmental Cooperation Agreement. Those Taxing Bodies that take formal action to approve this Intergovernmental Cooperation Agreement at a meeting held in compliance with the Illinois Open Meetings Act shall be deemed members of the Consortium (hereinafter "Members"). A list of the Taxing Bodies and the dates when their governing boards took formal action to become Members of the Consortium is attached hereto and made a part hereof as Exhibit A.

3. The Members of the Consortium have retained Whitt Law LLC to provide legal services to the Consortium relative to the creation of the Consortium and those issues for which the Consortium has been organized. The Members of the Consortium acknowledge that Whitt Law LLC has informed each of them as to the implications of common representation and the advantages and risks involved. By executing this Agreement, each of the Members represents that it has received full disclosure from Whitt Law LLC regarding multiple representations. By executing this Agreement, each of the Members of the Consortium consents to Whitt Law LLC serving as legal counsel for the Consortium for the purpose and on the terms set forth herein. The Members acknowledge that Whitt Law LLC commenced rendering services to the Consortium on March 8, 2022, and will continue to render services to the Consortium until the firm exercises its right to withdraw from representation of the Consortium or is discharged by

the Consortium pursuant to its engagement letter with the Consortium dated March 8, 2022.

4. The Members of the Consortium hereby appoint the Board of Education of Minooka Community Consolidated School District #201 (hereinafter "School District #201") as agent for the Consortium. The Members recognize that Whitt Law LLC will issue its invoices for services rendered, expenses incurred, and costs advanced to School District #201 and that School District #201 will process and pay those invoices in full, consistent with the School District's business practices. It is the intention of the Members to share in the costs incurred by School District #201 in paying the invoices of Whitt Law LLC. Accordingly, upon receipt of Whitt Law LLC's invoices, School District #201 will allocate the amount of the invoice to the Members of the Consortium in direct proportion that their property tax revenue from LSP-Kendall for the most recent tax year bears to the total tax revenue that the Members of the Consortium derive from LSP-Kendall for the same tax year. The property tax revenue of those Taxing Bodies that do not become Members of the Consortium will not be included for purposes of this cost sharing. Once this allocation has been completed, School District #201 will bill each Member its respective share, which shall be processed and paid by the Member in the ordinary course of business, unless otherwise agreed to by that Member and School District #201. Each Member agrees that it will remain a party of the Consortium and be responsible for its proportionate share of the services rendered, costs advanced, and expenses incurred in accordance with the terms of this Agreement, unless written notice of withdrawal is given as set forth in Paragraph 7 below.

5. There is hereby created the Consortium's Advisory Board. Each Member of the Consortium will designate one individual to represent that Member on the Advisory Board. That representative will be provided notice of, and be allowed to attend and participate in, all Consortium meetings and to review all Consortium documents. On those matters of the Consortium that require an affirmative vote of the Members, each Member will have a weighted vote in the amount of its proportionate share as set forth in Paragraph 4 above. The Advisory Board may, from time to time, establish such committees or sub-committees as the Members deem necessary and appropriate to carry out the functions and purposes of the Consortium. The Members recognize that Whitt Law LLC will communicate with the duly-authorized representative of each Member, as appropriate or necessary. Routine communications from day to day will be channeled through Kris Monn, Superintendent of School District #201, and John Troy, Assistant-Superintendent and General Counsel of Minooka Community High School District #111. The Members of the Consortium recognize that Dr. Monn signed, on behalf of the Consortium, the engagement letter with Whitt Law LLC dated March 8, 2022, and ratify and approve that action on his part.

6. The Members of the Consortium understand and agree that it may be necessary to secure the approval of all Taxing Bodies, the Supervisor of Assessments of Kendall County, Illinois, and the Kendall County Board of Review to enter into an agreement providing for the assessment of LSP-Kendall for tax years 2022 and beyond. For that reason, the Consortium may, from time to time, share information with those Taxing Bodies who do not elect to become Members of the Consortium, provided that

appropriate confidentiality standards as established by the Consortium are maintained and honored.

7. All Taxing Bodies voting to become Members of the Consortium by December 31, 2022, will be responsible for their proportionate share of all costs incurred by the Consortium prior to December 31, 2022. Those Taxing Bodies waiting to become Members until after December 31, 2022, will be allowed to do so upon such terms and conditions relative to previously incurred costs as the Consortium shall determine. Any Member wishing to withdraw from the Consortium may do so upon giving written notice of its intent to withdraw to each of the other Members and to Whitt Law LLC no later than thirty (30) calendar days prior to the effective date of withdrawal.

8. Each Member represents to the other Members that it has approved this Intergovernmental Cooperation Agreement through its corporate authorities at a meeting held in accordance with the requirements of the Open Meetings Act. With the sole exception of annotating on the attached Exhibit A the dates when their governing boards took formal action to become Members of the Consortium, this Intergovernmental Cooperation Agreement may be amended only by the written consent of all the parties.

**MINOOKA COMMUNITY
CONSOLIDATED SCHOOL
DISTRICT #201**

By _____
Its _____

**MINOOKA COMMUNITY
HIGH SCHOOL DISTRICT #111**

By _____
Its _____

**MINOOKA FIRE PROTECTION
DISTRICT**

By _____
Its _____

VILLAGE OF MINOOKA

By _____
Its _____

KENDALL COUNTY

By _____
Its _____

**KENDALL COUNTY FOREST
PRESERVE DISTRICT**

By _____
Its _____

**SEWARD TOWNSHIP ROAD
DISTRICT**

By _____
Its _____

SEWARD TOWNSHIP

By _____
Its _____

**JOLIET JUNIOR COLLEGE
COMMUNITY COLLEGE
DISTRICT #525**

By _____
Its _____

**THREE RIVERS PUBLIC LIBRARY
DISTRICT**

By _____
Its _____

**NA-AU-SAY, LISBON, SEWARD
MULTI-TOWNSHIP ASSESSMENT
DISTRICT**

By _____
Its _____

**ERIC WEIS, KENDALL COUNTY
STATE'S ATTORNEY**

For the sole purpose of consenting to the legal
representation of Kendall County and the
Kendall County Forest Preserve District by Whitt Law LLC

EXHIBIT A

<u>Taxing Body</u>	<u>Date of Formal Action to Become Member of the Consortium</u>
Minooka Community Consolidated School District #201	
Minooka Community High School District #111	
Minooka Fire Protection District	
Village of Minooka	
Kendall County	
Kendall County Forest Preserve District	
Seward Township	
Seward Township Road District	
Joliet Junior College Community College District #525	
Three Rivers Public Library District	
NA-AU-SAY, Lisbon, Seward Multi-Township Assessment District	

LSP-Kendall LLC Energy 2020 Payable 2021

District	Tax Rate	Extension	%
SCHOOL DIST #201	3.26556	\$3,265.56	35.86%
SCHOOL DIST #111	2.39228	\$2,392.28	26.27%
MINOOKA FPD	0.85478	\$854.78	9.39%
VILLAGE OF MINOOKA	0.68955	\$689.55	7.57%
COUNTY	0.62323	\$623.24	6.84%
SEWARD ROAD DISTRICT	0.49187	\$491.87	5.40%
JR COLLEGE #525	0.28961	\$289.61	3.18%
SEWARD TOWNSHIP	0.2155	\$215.50	2.37%
FOREST PRESERVE	0.1582	\$158.20	1.74%
THREE RIVERS LIBRARY	0.10632	\$106.32	1.17%
MULTI-TWP ASSMT DIST	0.01933	\$19.33	0.21%
TOTAL	9.10623	\$9,106.24	

To: Kendall County Forest Preserve District Committee of the Whole

From: Dave Guritz, Executive Director

RE: Rt. 71 Trail Improvements
Yorkville / Oswego IGA's
IGA - Kendall County – Establishment of a TAP Trail Maintenance Fund

Date: April 11, 2022

The District has received written confirmation from both Yorkville and Oswego that they will each approve an intergovernmental agreement to assume trail maintenance responsibilities in perpetuity for those sections of the trail corridor annexed by either municipality in the future.

Kendall County will commit to establishing a separate trail maintenance fund using Transportation Alternatives Program funding to provide the District with the funding needed to repair and/or replace trail surfacing in the future under an intergovernmental agreement. An annual \$15,000 deposit has been recommended to build up a fund sufficient to afford surfacing replacement in 20-years (\$300,000).

Once all agreements are in place, the IDOT – Letter of Agreement will be placed on a Commission meeting agenda for approval.

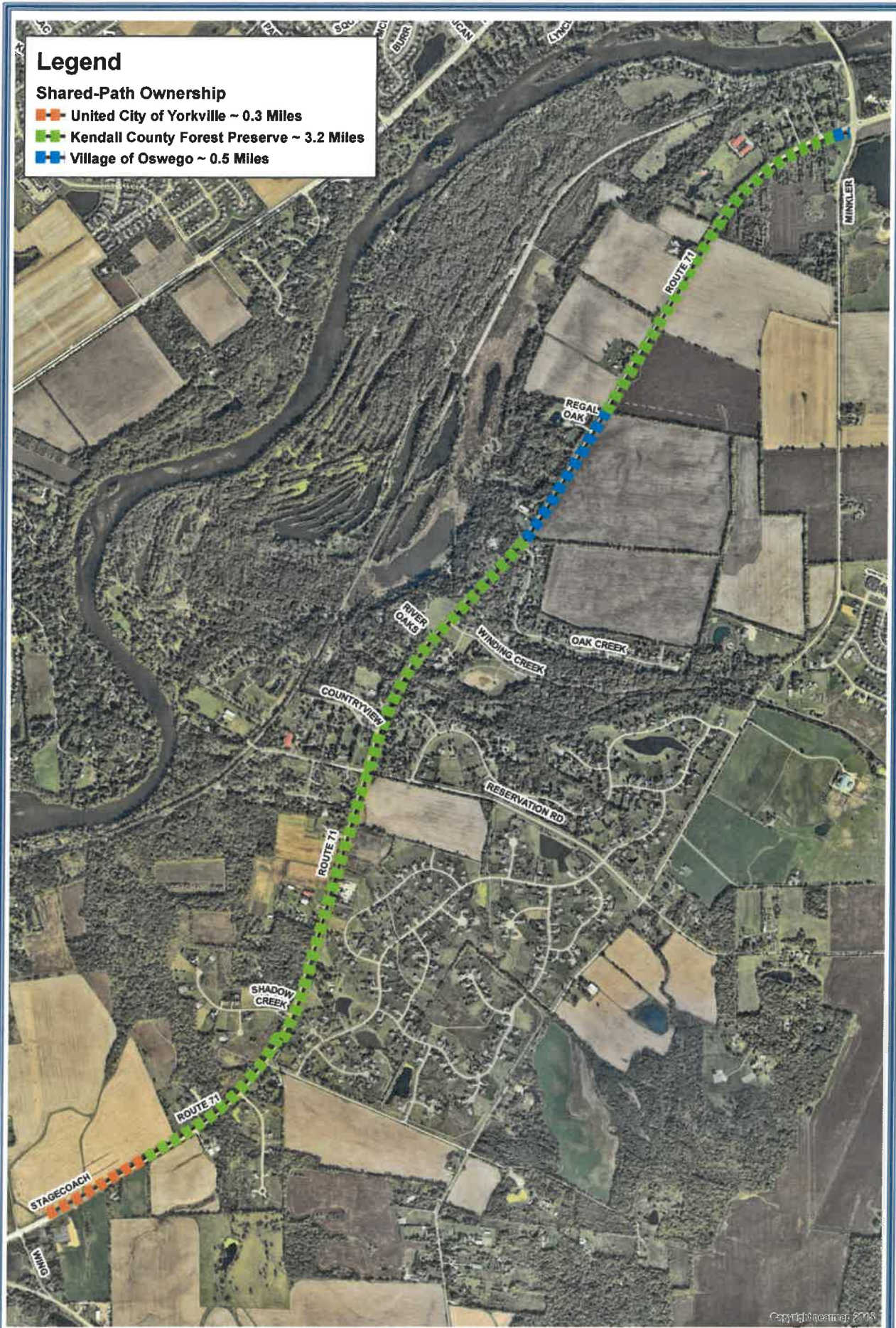
Maintenance of 10' Wide HMA Shared-Use Path on IL-71							
Entity	Estimated Length (miles)	Area (sq yd)	Seal Coating	1" Overlay, No Mill	1.5" Overlay, No Mill	2" Overlay, No Mill	2" Mill, 2" HMA
United City of Yorkville	0.322	1,890	\$ 965.11	\$ 11,642.40	\$ 17,463.60	\$ 23,284.80	\$ 26,913.60
Kendall County Forest Preserve	3.060	17,950	\$ 9,179.27	\$ 110,572.00	\$ 165,858.00	\$ 221,144.00	\$ 255,608.00
Village of Oswego	0.477	2,800	\$ 1,431.76	\$ 17,248.00	\$ 25,872.00	\$ 34,496.00	\$ 39,872.00
	3.859						

Unit Prices	
Item	Price
Seal Coating	\$3,000 per mile
HMA Surface Course	\$110 per ton
HMA Surface Removal 2"	\$5 per square yard

Legend

Shared-Path Ownership

- United City of Yorkville ~ 0.3 Miles
- Kendall County Forest Preserve ~ 3.2 Miles
- Village of Oswego ~ 0.5 Miles



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Engineering Enterprises
 52 Wheeler Road
 Sugar Grove, Illinois 60154
 (630) 466-6700
 www.eentreeb.com

United City of Yorkville
 800 Game Farm Road
 Yorkville, IL 60550
 630-531-4130



DATE	DESCRIPTION
04/15/2016	PROJECT START
05/15/2016	DESIGN
06/15/2016	CONSTRUCTION
07/15/2016	COMPLETION
08/15/2016	PROJECT END

**IL 71 RECONSTRUCTION -
 MULTI-USE ASPHALT TRAIL PROJECT**

LOCATION MAP

To: Kendall County Forest Preserve District Committee of the Whole
 From: David Guritz, Executive Director
 RE: Antoinette White, NR-Grounds Division Supervisor
 Re-roofing Estimates for Discussion

Contractor	Location	Ellis House (2019)	Hoover - Old Shop	Quotes Received		
				Eagle's Nest Pavillion	Ballfield Pavillion	Well House
Advanced Roofing, Inc.	Yorkville					
Base Bid - Tear-off & Re-Shingle		\$25,131.00	\$27,374.27			
Add 1: TBD						
Add 2: TBD						
Add 1: Vented Ridge Cap			\$720.17			
Add 2: Re-deck entire roof			\$24,455.00			
A&B Exteriors	Sandwich					
Roof (Base Bid)			\$27,664.00	\$8,516.00	\$5,568.00	
Siding Replacement				\$4,875.00	\$3,850.00	
Fascia Replacement				\$2,198.00	\$2,198.00	
Add 1: Re-deck entire roof			\$18,360.00	\$4,760.00	\$2,975.00	
Totals (Tear-off and Shingle Replacement Only)	\$66,879.00	\$25,131.00	\$27,664.00	\$8,516.00	\$5,568.00	TBD