

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

**TUESDAY, MAY 10, 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
- VII. **OLD BUSINESS**
 - a. Capital Fund Cash Flow Report Updates and FY22 Budget Amendment
 - b. Pickerill-Pigott Estate House Pre-Construction Projects Updates
 - 1. Updated Pre-Construction Projects List
 - 2. Pre-Construction Project Permitting Requirements
 - 3. Pre-Construction Equipment and Material Purchases
 - 4. Septic System Design and Permitting (EDS, Big Rock, IL Proposal)
 - 5. KC-SAO Pre-Construction Project Risk and Liability Recommendations and Forms
- VIII. **NEW BUSINESS**
 - a. Rt. 71 Trail (Rt. 126 to Orchard Road) – Discussion of Terms for Proposed Intergovernmental Agreements
 - b. Discussion of Property Tax Abatements - MP Minooka Ridge Industrial, LLC Buildings 1 and 2
- IX. **OTHER ITEMS OF BUSINESS**
 - a. Natural Beginnings – MWF Afternoon Session Enrollment Expansion
 - b. Article VIII, Section 1 of the Illinois Constitution – Review and Discussion
 - c. Ellis House Environmental Testing and Proposed Window Replacements
 - d. D. Construction Asphalt Paving Contract - Timeframe for Completion
- XVIII. Public Comments
- XIX. Executive Session
- XX. Summary of Action Items
- XXI. Adjournment

To: Kendall County Forest Preserve District Committee of the Whole

From: Antoinette White, Grounds and Natural Resources Division Supervisor

RE: KCFPD Grounds and Natural Resource Project Updates

Date: May 10, 2022

Grounds Maintenance staff has started the transition into late spring / early summer tasks, including mowing, gravel work, and increase rental activities.

There has been additional maintenance done to the two barns at the Pickerill-Pigott Forest Preserve. Staff has started to gravel the base of the top barn, and the lower one has been sealed up.

Additional signage and informational kiosks have been put up at Shuh Shuh Gah Canoe Launch and Millbrook South Forest Preserve.

There have been several utility locates done for upcoming projects at Hoover Forest Preserve and Pickerill-Pigott Forest Preserve.

Natural Resources projects such as clearing invasive woody species out of prairies have been wrapped up this past month.

A trail connection was made to finish a loop trail at Little Rock Creek Forest Preserve by removing honeysuckle, buckthorn, and downed trees.

At Hoover Forest Preserve, repairs were made to the Hobbit Tunnel water B-box. The Hobbit Tunnel and Mud Kitchen water features were turned on. Excavation work started in the garden area for preparation of the Pollinator Fest on May 21, 2022.

All Grounds staff has continued to cover shifts and shift schedules to cover empty positions.

CLERK: jgranholm BATCH: 2484 NEW INVOICES

VENDOR REMIT NAME	INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE
51 00001 AMAZON.COM	<u>1VD4-DTTD-H371</u>		051522F	135.18	.00	.00	
CASH <u>000008</u>	INV 05/05/2022	SEP-CHK: Y	DISC: .00				
ACCT <u>1Y210</u>	DUE 06/04/2022	DESC:Amazon-Joint Supplement for Horses			<u>19001164 63000</u>	135.18	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 51/27606							
* Invoice must be approved or voided to post.							
51 00001 AMAZON.COM	<u>1HJ3-DL4X-TTDH</u>		051522F	23.80	.00	.00	
CASH <u>000008</u>	INV 05/10/2022	SEP-CHK: Y	DISC: .00				
ACCT <u>1Y210</u>	DUE 06/09/2022	DESC:Ignitor for Oven at Hoover			<u>19001171 63120</u>	23.80	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 51/27689							
* Invoice must be approved or voided to post.							
236 00000 CENTRAL LIMESTON	<u>28848</u>		051522F	618.88	.00	.00	
CASH <u>000008</u>	INV 04/25/2022	SEP-CHK: Y	DISC: .00				
ACCT <u>1Y210</u>	DUE 05/15/2022	DESC:Gravel for Pickerill			<u>191411 68530</u>	618.88	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 236/27447							
* Invoice must be approved or voided to post.							
413 00000 DEKANE EQUIPMENT	<u>RA50141</u>		051522F	487.56	.00	.00	
CASH <u>000008</u>	INV 04/27/2022	SEP-CHK: Y	DISC: .00				
ACCT <u>1Y210</u>	DUE 05/15/2022	DESC:Hydraulic Leak repair			<u>19001183 62160</u>	487.56	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 413/27446							
* Invoice must be approved or voided to post.							
456 00000 DISCOVERY INSPEC	<u>042822JM3</u>		051522F	970.00	.00	.00	
CASH <u>000008</u>	INV 04/29/2022	SEP-CHK: Y	DISC: .00				
ACCT <u>1Y210</u>	DUE 05/15/2022	DESC:Mold Sampling at Ellis			<u>190011 62150</u>	970.00	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 456/27517							
* Invoice must be approved or voided to post.							
506 00000 ELBURN NAPA, INC	<u>448-311409</u>		051522F	5.79	.00	.00	
CASH <u>000008</u>	INV 04/30/2022	SEP-CHK: Y	DISC: .00				
ACCT <u>1Y210</u>	DUE 05/15/2022	DESC:Bug & Tar Sponge			<u>19001183 63110</u>	5.79	1099:

VENDOR REMIT NAME	INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE
CONDITIONS THAT PREVENT POSTING INVOICE 506/27516							
* Invoice must be approved or voided to post.							
541 00000 FIRST NATIONAL B	Guritz3853051522		051522F	1,852.82	.00	.00	
CASH 000008	INV 05/04/2022	SEP-CHK: Y	DISC: .00		19001168500		198.34 1099:
ACCT 1Y210	DUE 05/29/2022	DESC:Guritz Credit Card			19001164 63000		1,489.76 1099:
CONDITIONS THAT PREVENT POSTING INVOICE 541/27598							
* Invoice must be approved or voided to post.							
541 00000 FIRST NATIONAL B	White5931051522		051522F	139.99	.00	.00	
CASH 000008	INV 05/04/2022	SEP-CHK: Y	DISC: .00		19001183 63110		139.99 1099:
ACCT 1Y210	DUE 05/29/2022	DESC:White Credit Card-Trail Markers					
CONDITIONS THAT PREVENT POSTING INVOICE 541/27599							
* Invoice must be approved or voided to post.							
541 00000 FIRST NATIONAL B	Vick6660051522		051522F	20.00	.00	.00	
CASH 000008	INV 05/04/2022	SEP-CHK: Y	DISC: .00		19001183 62160		20.00 1099:
ACCT 1Y210	DUE 05/29/2022	DESC:Vick Credit Card-Flatsos Repair					
CONDITIONS THAT PREVENT POSTING INVOICE 541/27600							
* Invoice must be approved or voided to post.							
541 00000 FIRST NATIONAL B	Wiencke3433051522		051522F	152.06	.00	.00	
CASH 000008	INV 05/04/2022	SEP-CHK: Y	DISC: .00		19001178 63030		110.91 1099:
ACCT 1Y210	DUE 05/29/2022	DESC:Wiencke Credit Card-NB Supplies			19001179 63030		41.15 1099:
CONDITIONS THAT PREVENT POSTING INVOICE 541/27601							
* Invoice must be approved or voided to post.							
542 00000 FIRST PLACE RENT	328986		051522F	459.42	.00	.00	
CASH 000008	INV 05/09/2022	SEP-CHK: Y	DISC: .00		19001168500		459.42 1099:
ACCT 1Y210	DUE 05/15/2022	DESC:Equipment Rental for Nature Play Space Repairs					
CONDITIONS THAT PREVENT POSTING INVOICE 542/27688							
* Invoice must be approved or voided to post.							

VENDOR REMIT NAME	BATCH: 2484	INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE
556 00000 FLATSO'S TIRE SH	23379	051522F			138.76	.00	.00	
CASH 000008 2022/05 INV 05/02/2022	SEP-CHK: Y	DISC: .00						
ACCT 1Y210 DEPT 11 DUE 06/01/2022	DESC:Flatso's Carlisle Trac				19001183	62160	138.76	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 556/27603								
* Invoice must be approved or voided to post.								
928 00000 INNOVATIVE UNDER	1905	051522F			450.00	.00	.00	
CASH 000008 2022/05 INV 05/06/2022	SEP-CHK: Y	DISC: .00						
ACCT 1Y210 DEPT 11 DUE 06/05/2022	DESC:Pickerill Drain Tile Repair				190711	66500	450.00	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 928/27619								
* Invoice must be approved or voided to post.								
1060 00000 JOHN DEERE FINAN	1113-29745051522	051522F			36.77	.00	.00	
CASH 000008 2022/05 INV 04/27/2022	SEP-CHK: Y	DISC: .00						
ACCT 1Y210 DEPT 11 DUE 05/17/2022	DESC:Grounds stihl Equipment				19001183	62160	36.77	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 1060/27502								
* Invoice must be approved or voided to post.								
1141 00000 KENDALL COUNTY C	2021 Tax Bill	051522F			946.62	.00	.00	
CASH 000008 2022/05 INV 05/10/2022	SEP-CHK: Y	DISC: .00						
ACCT 1Y210 DEPT 11 DUE 06/08/2022	DESC:2021Tax Bill-Kendall County Morgan Creek				190011	68540	946.62	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 1141/27712								
* Invoice must be approved or voided to post.								
1153 00000 KENDALL CO HIGHW	042022	051522F			1,028.16	.00	.00	
CASH 000008 2022/05 INV 05/02/2022	SEP-CHK: Y	DISC: .00						
ACCT 1Y210 DEPT 11 DUE 05/15/2022	DESC:Fuel for April 2022				19001183	62180	1,028.16	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 1153/27604								
* Invoice must be approved or voided to post.								
1323 00000 MENARDS	41131	051522F			72.95	.00	.00	
CASH 000008 2022/05 INV 04/24/2022	SEP-CHK: Y	DISC: .00						
ACCT 1Y210 DEPT 11 DUE 05/15/2022	DESC:Round Up, Nozzle-Ellis Grounds				19001162	68580	72.95	1099:

CLERK: jgranholm BATCH: 2484

VENDOR REMIT NAME	INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE
NEW INVOICES							
CONDITIONS THAT PREVENT POSTING INVOICE 1323/27503							
* Invoice must be approved or voided to post.							
1323 00000 MENARDS	41417		051522F	818.12	.00	.00	
CASH 000008	INV 04/28/2022	SEP-CHK: Y	DISC: .00				818.12 1099:
ACCT 1Y210	DUE 05/15/2022	DESC:Treated Wood for Hoover Guardrail repairs			19001171 68580		
CONDITIONS THAT PREVENT POSTING INVOICE 1323/27504							
* Invoice must be approved or voided to post.							
1323 00000 MENARDS	41416		051522F	306.69	.00	.00	
CASH 000008	INV 04/28/2022	SEP-CHK: Y	DISC: .00				132.75 1099:
ACCT 1Y210	DUE 05/15/2022	DESC:Supplies for Hoover-grounds, buildings,			19001171 63120		43.66 1099:
CONDITIONS THAT PREVENT POSTING INVOICE 1323/27505							
* Invoice must be approved or voided to post.							
1323 00000 MENARDS	41830		051522F	14.96	.00	.00	
CASH 000008	INV 05/03/2022	SEP-CHK: Y	DISC: .00				14.96 1099:
ACCT 1Y210	DUE 05/15/2022	DESC:Menards Ellis House-Odor Eliminator, Auto Spray			19001171 68580		
CONDITIONS THAT PREVENT POSTING INVOICE 1343/27683							
* Invoice must be approved or voided to post.							
1343 00000 MIDWEST ENVIRONM	22-210		051522F	1,155.00	.00	.00	
CASH 000008	INV 03/23/2022	SEP-CHK: Y	DISC: .00				1,155.00 1099:
ACCT 1Y210	DUE 05/15/2022	DESC:Aux Sable Asbestos Sampling			190711 66500		
CONDITIONS THAT PREVENT POSTING INVOICE 1343/27690							
* Invoice must be approved or voided to post.							
1464 00000 NORTHERN SAFETY	904782940		051522F	140.31	.00	.00	
CASH 000008	INV 04/28/2022	SEP-CHK: Y	DISC: .00				140.31 1099:
ACCT 1Y210	DUE 05/15/2022	DESC:Hoover Gloves, show covers			19001171 63110		
CONDITIONS THAT PREVENT POSTING INVOICE 1464/27442							
* Invoice must be approved or voided to post.							

VENDOR REMIT NAME	INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE
1464 00000 NORTHERN SAFETY	204784487	051522F	168.20	.00			
CASH 000008	INV 04/29/2022	SEP-CHK: Y	DISC: .00		19001180	63030	16.19 1099:
ACCT 1Y210	DUE 05/15/2022	DESC:Rubber Gloves-Grounds and animal care			19001183	63110	152.01 1099:
CONDITIONS THAT PREVENT POSTING INVOICE 1464/27515							
* Invoice must be approved or voided to post.							
1605 00000 RIEMENSCHNEIDER	12878	051522F	1,650.58	.00			
CASH 000008	INV 04/26/2022	SEP-CHK: Y	DISC: .00		19001171	63120	1,650.58 1099:7
ACCT 1Y210	DUE 05/15/2022	DESC:Hoover building maintenance					
CONDITIONS THAT PREVENT POSTING INVOICE 1605/27444							
* Invoice must be approved or voided to post.							
1655 00000 SERVICE SANITATI	50-493234051522	051522F	609.62	.00			
CASH 000008	INV 04/29/2022	SEP-CHK: Y	DISC: .00		19001183	63070	609.62 1099:
ACCT 1Y210	DUE 05/15/2022	DESC:Portapotty services					
CONDITIONS THAT PREVENT POSTING INVOICE 1655/27518							
* Invoice must be approved or voided to post.							
1665 00000 SHAW MEDIA	10085118	051522F	59.99	.00			
CASH 000008	INV 05/01/2022	SEP-CHK: Y	DISC: .00		190011	68430	59.99 1099:
ACCT 1Y210	DUE 05/15/2022	DESC:Shaw Media-Website Hosting					
CONDITIONS THAT PREVENT POSTING INVOICE 1665/27605							
* Invoice must be approved or voided to post.							
1820 00000 UNIQUE PRODUCTS	430400-1	051522F	480.58	.00			
CASH 000008	INV 04/27/2022	SEP-CHK: Y	DISC: .00		19001171	63110	177.48 1099:
ACCT 1Y210	DUE 05/27/2022	DESC:Hoover/Harris Shop Supplies			19001183	63110	303.10 1099:
CONDITIONS THAT PREVENT POSTING INVOICE 1820/27445							
* Invoice must be approved or voided to post.							
1849 00001 VERIZON	9904510047	051522F	680.93	.00			
CASH 000008	INV 04/19/2022	SEP-CHK: Y	DISC: .00		19001183	63540	680.93 1099:
ACCT 1Y210	DUE 05/15/2022	DESC:Verizon Cell Phones					

CLERK: jgranholm BATCH: 2484

VENDOR REMIT NAME	INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE
CONDITIONS THAT PREVENT POSTING INVOICE 1849/27449							
* Invoice must be approved or voided to post.							
2047 00000 COMED	<u>1123166102051522</u>		051522F	23.07	.00	.00	
CASH <u>000008</u>	INV 04/25/2022	SEP-CHK: Y	DISC: .00				
ACCT <u>1Y210</u>	DUE 06/27/2022	DESC:ComEd Jay Woods		<u>19001184</u>	<u>63510</u>	23.07	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 2047/27443							
* Invoice must be approved or voided to post.							
2047 00000 COMED	<u>5514228011051522</u>		051522F	231.59	.00	.00	
CASH <u>000008</u>	INV 04/27/2022	SEP-CHK: Y	DISC: .00				
ACCT <u>1Y210</u>	DUE 05/19/2022	DESC:ComEd Pickerill House		<u>19001184</u>	<u>63100</u>	231.59	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 2047/27509							
* Invoice must be approved or voided to post.							
2047 00000 COMED	<u>5514229027051522</u>		051522F	14.05	.00	.00	
CASH <u>000008</u>	INV 04/27/2022	SEP-CHK: Y	DISC: .00				
ACCT <u>1Y210</u>	DUE 05/19/2022	DESC:ComEd Pickerill		<u>19001184</u>	<u>63100</u>	14.05	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 2047/27510							
* Invoice must be approved or voided to post.							
2047 00000 COMED	<u>0927007163051522</u>		051522F	23.43	.00	.00	
CASH <u>000008</u>	INV 04/27/2022	SEP-CHK: Y	DISC: .00				
ACCT <u>1Y210</u>	DUE 05/12/2022	DESC:ComEd Richard Young		<u>19001184</u>	<u>63510</u>	23.43	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 2047/27511							
* Invoice must be approved or voided to post.							
2047 00000 COMED	<u>5514711002051522</u>		051522F	87.97	.00	.00	
CASH <u>000008</u>	INV 04/28/2022	SEP-CHK: Y	DISC: .00				
ACCT <u>1Y210</u>	DUE 06/13/2022	DESC:ComEd Harris		<u>19001184</u>	<u>63510</u>	87.97	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 2047/27512							
* Invoice must be approved or voided to post.							

05/10/2022 11.14
jgranholm

Kendall County
INVOICE ENTRY PROOF LIST

8
apinvent

CLERK: jgranholm BATCH: 2484

NEW INVOICES

VENDOR REMIT NAME	INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE
2047 00000 COMED	5514710005051522		051522F	24.88	.00	.00	
CASH 000008 ACCT 1Y210	INV 04/28/2022 DUE 06/13/2022	SEP-CHK: Y DESC:ComEd Harris Arena			190011 63510	24.88	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 2047/27513							
* Invoice must be approved or voided to post.							
2047 00000 COMED	1938021081051522		051522F	115.74	.00	.00	
CASH 000008 ACCT 1Y210	INV 05/03/2022 DUE 05/25/2022	SEP-CHK: Y DESC:ComEd Hoover Residence			19001171 63100	115.74	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 2047/27596							
* Invoice must be approved or voided to post.							
2047 00000 COMED	0756081017051522		051522F	299.14	.00	.00	
CASH 000008 ACCT 1Y210	INV 05/03/2022 DUE 06/20/2022	SEP-CHK: Y DESC:ComEd Hoover Bathroom			19001171 63100	299.14	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 2047/27597							
* Invoice must be approved or voided to post.							
2225 00000 AIR WANS WIRELES	173457		051522F	74.95	.00	.00	
CASH 000008 ACCT 1Y210	INV 05/01/2022 DUE 05/15/2022	SEP-CHK: Y DESC:Air Wans Ellis Internet Services			19001183 63540	74.95	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 2225/27602							
* Invoice must be approved or voided to post.							
3131 00000 GROOT INC	8786758T102		051522F	524.64	.00	.00	
CASH 000008 ACCT 1Y210	INV 05/01/2022 DUE 05/15/2022	SEP-CHK: Y DESC:Groot Waste Services April 2022			19001183 63070 19001168 63070	415.09 109.55	1099: 1099:
CONDITIONS THAT PREVENT POSTING INVOICE 3131/27514							
* Invoice must be approved or voided to post.							
3603 00000 NANCY ELLEN	22-00007		051522F	157.50	.00	.00	
CASH 000008 ACCT 1Y210	INV 05/01/2022 DUE 05/15/2022	SEP-CHK: Y DESC:MHL Sec Dep Return			19001171 63040	157.50	1099:

05/10/2022 11:14 jgranholm	Kendall County INVOICE ENTRY PROOF LIST	CLERK: jgranholm BATCH: 2484	NEW INVOICES	VENDOR REMIT NAME	INVOICE	PO	CHECK RUN	EXCEEDS PO BY	NET AMOUNT	PO BALANCE	CHK/WIRE
CONDITIONS THAT PREVENT POSTING INVOICE 3603/27448											
* Invoice must be approved or voided to post.											
<u>3627</u>	00000 BRIANNA RODRIGUE	<u>22-00056</u>	051522F						245.00		.00
CASH <u>000008</u>	2022/05 INV 05/10/2022	SEP-CHK: Y	DISC: .00								
ACCT <u>1Y210</u>	DEPT 11 DUE 05/15/2022	DESC:MHL Sec Dep Return						<u>19001171 63040</u>		245.00	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 3627/27722											
* Invoice must be approved or voided to post.											
<u>3628</u>	00000 VICKI BOURGEOIS	<u>22-00059</u>	051522F						100.00		.00
CASH <u>000008</u>	2022/05 INV 05/10/2022	SEP-CHK: Y	DISC: .00								
ACCT <u>1Y210</u>	DEPT 11 DUE 05/15/2022	DESC:Blazing Star Sec Dep Return						<u>19001171 63040</u>		100.00	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 3628/27720											
* Invoice must be approved or voided to post.											
46 HELD INVOICES										TOTAL	
										15,980.79	
0 INVOICE(S)										REPORT POST TOTAL	
										.00	
REPORT TOTALS										.00	

To: Kendall County Forest Preserve District Finance Committee
 From: David Guritz, Executive Director
 RE: KCFPD Capital Funds - Cash Flow Analysis FY21-FY23
 Date: 26-May-22

	(4) Fund 1907 Capital Fund	(5) Fund 1908 FRB RTP Grant	(6) Fund 1909 FRB Cropland Conv.	(7) Fund 1910 Land Cash	(8) Fund 1912 2021 Bond Proceeds	(9) Fund 1913 Pickerill IDNR PARC	(10) Fund 1914 ARPA	Total Capital End. Bal.
Beginning Balance FY21	-	-	(39,513)	-	-	-	-	-
REVENUES								
41350 Interest Income	305				135			
42490 Other - IPMAG Reimbursement	17,850			3,000				
42970 Grant Award - OS/AD								
42970 Grant Award - IDNR Habitat			30,000					
42970 Grant Award - ICECF								
43430 Grant Award - Morton Arboretum								
43770 Grant Award - ICECF K-12 Pollinator								
43780 Grant Award - ICECF Pilot Pollinator								
43790 Bond Proceeds					1,242,979			
Transfers In								
40300 Transfer from Bond Proceeds 1901	393,698	30,300	54,313					
40340 Transfer from FRB Cropland Conv. 1909	30,000							
40350 Transfer from Project Improv. 1906	104,116							
40370 Transfer from OS/AD Fund 1905	158,250							
40380 Transfer from FP Capital 1907				52,700				
40390 Transfer In from KC ARPA Fund							30,000	
42910 Transfer from Land Cash - Treasurer				157,514				
43600 Transfer from 2021 Bond Proceeds 1912						1,111,895		
EXPENDITURES								
51390 FT Salaries/Benefits		30,300						
62160 Equipment Contingency	2,420							
66500 Other Expenditures			15,000					
66500 Project Fund Expense	44,385							
68500 Millbrook Bridge Renovation	336,405							
68500 Pickerill Estate House Roof	11,969							
68510 ICECF K-12 Pollinatr	9,176							
68520 ICECF Pilot Pollinator	7,965							
68530 Land Acquisition				8,000				
68610 Morton Arboretum Landscape	12,285							
70040 Supplies								
70050 Contractual Services							817	
70060 Professional Services						49,785		
70330 Construction							16,930	
Transfers Out								
61340 Transfer to Operating 1900								
61340 Transfer to OS/AD 1905								
61360/430 Transfer to Capital 1907			30,000					
6000 Transfer to FRB RTP Project 1908					30,300			
61410 Transfer to Cropland Conv. 1909								
61430 Transfer to Land Cash 1910	52,700							
6000 Transfer to Pickerill IDNR-PARC 1913					1,111,895			
Ending Balance FY21	477,306		45,000	8,000	1,142,195	49,785	22,406	
	286,713	30,300	-	205,214	100,919	1,062,110	7,594	1,692,850
Beginning Balance FY22	286,713	30,300	-	205,214	100,919	1,062,110	7,594	
REVENUES								
1913-REDUCE 41350 Interest Income								
1910-NEW 42490 Other - IPMAG Reimbursement	5,000			50				
1908-REDUCE 42970 FRB Grant Award								
1910-INCREASE 42970 Land Cash Grant Award				124,271				
1913-REDUCE 42970 PP Grant Award								
43430 Grant Award - Morton Arboretum	50,000							
43430 Grant Award - Land Acq. ICECF	10,000							
43770 Grant Award - K-12 Pollinator	11,000							
43780 Grant Award - Pilot Pollinator	10,000							
Transfers In								
1907-INCREASE 40400 From Bond Proceeds 1912	306,919							
1907-NEW From Fund 1910	11,300							
1906-NEW From Fund 1907		111,474						
40390 Transfer in from KC ARPA Fund							100,000	
From Pickerill IDNR 1913								
EXPENDITURES								
51160 FT Salaries								17,280
51390 FT Salaries/Benefits								48,866
1907-REDUCE 62160 Equipment Contingency	70,000							
1907-INCREASE 66500 Miscellaneous Expense	45,762							
1907-REDUCE 68500 Project Fun Expense	-							
68510 ICECF K-12 Pollinator Grant Exp.	275							
68520 ICECF Pilot Pollinator Grant Exp.	5,550							
1914-REDUCE 68530 Preserve Improvements								
1907-NEW 6000 ICECF Grant Expenditures	10,000							
68610 Morton - IPS Restoration	37,714							
1907-NEW 70000 Pickerill Estate House (Roof)	10,144							
1913-REDUCE 70650 2018 RTP - FRB		30,300						
1913-REDUCE 70650 Professional Services								
1913-NEW Pickerill Estate House (IDNR-PARC)						1,062,110		
1908-NEW 70000 RTP - Fox River Bluffs Const.		111,474						
1913-REDUCE 70330 Construction								
1914-NEW 70330 Construction								16,930
1910-REDUCE 67410 Land Acquisition				135,167				
Transfers Out								
61340 Transfer to Operating 1900								
1907-NEW Transfer to FRB RTP 1908	211,474							
1910-NEW Transfer to Capital 1907				52,700				
1912-INCREASE Transfer to Capital 1907					100,919			
Ending Balance FY22	472,896	251,774	-	187,867	100,919	1,062,110	102,976	
	53,436	-	-	141,669	(0)	-	4,618	199,723
Beginning Balance FY23	53,436	-	-	141,669	(0)	-	4,618	
REVENUES								
40000 Grant Award - IDNR 2018 RTP		177,100						
Transfers In								
From Capital 1907								
Grant Award - IDNR PARC				50		828,200	100,000	
From KC ARPA Fund								
From FRB RTP 1908	177,100							
EXPENDITURES								
51390 FT Salaries/Benefits								70,000
70040 Capital Project Contingency								34,618
RTP Trail Construction								
Transfers Out								
To FRB RTP 1908		177,100						
To Capital 1907								
Ending Balance FY23	230,506	177,100	-	-	-	-	104,618	
	30	-	-	141,719	(0)	828,200	0	969,949
Contingency Funds Remaining by Fund for FY24	300,506	-	-	141,719	-	828,200	71,448	1,941,873

To: Kendall County Forest Preserve District Committee of the Whole

From: David Guritz, Executive Director

RE: Pickerill-Pigott FP – Pre-Construction Task List

Date: 05-05-2022

KCFPD Pre-Construction Tasks – Progress Report

1. Secure construction permitting (as needed).
 - a. Discussion held with Kendall County Planning, Building and Zoning. Permit review has been completed. Issuance of permit pending KC Health Department approval of septic system design.
2. Confirm scope of work changes with the IDNR.
 - a. To be completed once re-bidding is completed, as needed.
3. Septic system design and construction,
 - a. EDS design proposal received for discussion.
4. Order roof-mounted HVAC units (competitive bidding – purchase only)
5. Order lighting fixtures
6. Document and acknowledge receipt of all donated supplies, materials and labor.

Site safety and logistics considerations for support of pre-construction work includes:

1. Complete JULIE and private utility locates.
 - a. JULIE Locates- **COMPLETED**
 - b. **Proposal approved for Blood Hound, LLC. Schedule for location work TBA.**
2. Install temporary construction fencing and signage.
3. Cut power to exterior lights and fixtures
4. Coordinate vehicle, equipment, contractor, and volunteer site access.

Pickerill Estate House – Summer Pre-Construction Projects (May – August)
PRELIMINARY

1. Completion of new Septic System
 - a. ADS to be contracted to complete new septic system drawings for permit review
 - i. **Proposal received for Committee of the Whole review.**
 - b. Selective demolition of existing cavitat system
 - c. Install and hookup to the new septic field
2. Building exterior and site prep
 - a. Removal of all landscape materials (fabric; stone; mulch) around the building *
 - i. Installation of temporary fabric and/or stone for erosion control *
 - b. Selective demolition of sidewalks
 - c. Selective demolition of brick patio down to concrete *
 - d. Selective demolition of existing outdoor light fixtures
 - e. Excavation; stone base installation and concrete footings (structural steel member support; patio knee-wall; fireplace)
 - f. Completion of concrete walkways
 - g. Installation of pavilion structural steel
3. Building interior
 - a. Selective demolition of all carpets * - **COMPLETED**
 - b. Selective demolition (and replacement) of all existing countertops and backsplashes *
 - c. Selective demolition of interior walls and fixtures in the new washroom area – interior wall prep down to base coat – all trim work and doors removed *
 - d. New kitchen countertops and sinks installed
 - e. Basement plumbing rough-in
4. HVAC
 - a. Pre-purchase of roof units (competitive bidding)
 - b. Installation of HVAC support brackets with temporary flat roof repairs (for discussion on approach)
5. Other
 - a. Glass pane replacement
 - b. Tree clearing & stump grinding - **COMPLETED**
 - c. Board up Windows (brick patio for protection) - **COMPLETED**
 - d. Existing light fixture removal(s) and capping
 - e. Pickerill commemoration room improvements (den)
 - f. Tree removals - Completed
 - g. Exterior staining/painting for exterior wood siding to remain *

** Projects to be completed with support from community volunteers*

Projects Removed from Pre-Construction Activities

6. Selective demolition of “greenhouse” structure (requires IDNR review)
 - a. Option for discussion: retain brick half-wall



ENVIRONMENTAL DESIGN SERVICE, INC

45W134 RAYMOND ROAD
BIG ROCK, IL 60511-9387
(630)556-3100 (630)556-4FAX
EDSsepticdesign@gmail.com

Designers of On-Site Waste since 1985

Kendall County Forest Preserve
110 W Madison St Yorkville IL 60560
Email: dguritz@co.kendall.il.us
Ph: 630-553-4131

5/9/2022
Job # 22-162

Agreement for Professional Services

Legal Description: 05-01-300-004, 05-02-400-029, 04-02-400-030 plus addition numbers
Common address: Pickerill-Pigott Forest Preserve 6350 Minkler Rd Oswego IL

Scope of Work: Our service will consist of the following incidentals thereto, described as follows:

Site Visit to scope project as to conditions and access (if needed)	\$185.00
Soil Suitability Investigation for design of septic system If septic field location is changed additional borings may be required	Completed 05/2020
Procurement of field data for design of septic system Plat of Survey required (\$165 fee if plat is not provided)	\$ 535.00
Engineered Site Plan (if required) Including site improvements and proposed grading	by others
Septic Design Design includes scaled drawings for permitting & completed septic permit form. Well permit must be completed by your well contractor.	\$ 785.00
Engineer Sign & Seal (if required)	\$ 425.00
Postage If you choose to have your project mailed	\$ 25.00
Variance Request (if required)	\$ 150.00
Permit Fee by owner	

We require a plat of survey by an Illinois Professional Land Surveyor or Engineer. This information is to be in AutoCAD format. A complete set of building plans, tax parcel number, owner's name, address, and phone number is also required in order to complete forms. We can begin working on your project as soon as we receive the above-mentioned items along with a signed proposal.

- Additional items requested by the client or revisions requested by the County will be billed at our standard and customary fee.
- Any other additional items will be billed at our standard and customary fees. Staff \$45, Project Tech. \$65, Designer \$120, Soil Scientist \$125, Reprographics \$1.00/sq.ft.

Unforeseen items not covered in this proposal will be brought to your attention. Type of service needed and costs will be agreed upon before proceeding with that portion of project. (i.e.: change in ordinances, requests by permitting agency, etc.)

Items requested may be faxed or e-mailed to: edssepticdesign@gmail.com.

We at Environmental Design Service appreciate being a part of your project and look forward to working with you.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals
this 9 day of MAY, 2022. SIGNED COPY OF THIS PROPOSAL IS
Environmental Design Service REQUIRED PRIOR TO START OF WORK



Ted A. McCannon

Signed _____

Print Name _____

Compensation for services rendered is required prior to release of any documentation or drawings by E*D*S

Final payment shall be made upon pickup of project from E*D*S.

These estimates do not include meetings, additional reproduction costs, permit fees, outside services, or other professional service fees.

This proposal is good for 90 days from date of issuance

Environmental Design Service, Inc. Proposal
KCFPD Committee of the Whole

1	Site Visit	\$ 185	If needed
2	Procurement of Field Data	\$ 535	
3	Engineered Site Plan	<i>By others</i>	
4	Septic Design	\$ 785	
5	Engineer Sign & Seal	\$ 425	If required
6	Postage	\$ 25	If project is mailed
7	Variance request	\$ 150	If required
8	Permit Fee	<i>By owner</i>	

Total: Items 1, 2, 4 and 5 \$ 1,930

Total: Items 6 and 7 (if needed) \$ 2,105

Blood Hound
6500 Technology Center Dr.
Suite 200
Indianapolis, IN 46278



ESTIMATE

Created Date 5/6/2022
 Expiration Date 8/30/2022
 Estimate Number 71241

Customer	Kendall Co. Forest Reserve District	Name	David Guritz
Billing Phone	(630) 553-4131	Phone	(630) 553-4131
Billing Address	110 W. Madison St. Yorkville, IL 60560 US	Email	dguritz@co.kendall.il.us
Job Site Location	Pickerill-Pigott Forest Preserve - Pickerill Estate House, 6350 A. Minkler Road, Yorkville, IL, 60560		

Product	Invoice Description	Quantity	Sales Price	Total Price
Advantage Locate (hourly)	Advantage Locate (hourly rate)	4.00	\$200.00	\$800.00
Mob - Single Tech (Hrly)*	Single Technician Mobilization (hourly rate)	1.50	\$115.00	\$172.50
Sewer Camera (Hrly)	Push Pull Sewer Camera	1.00	\$200.00	\$200.00
Grand Total				\$1,172.50

Scope of Work

BHUG SOW

ADVANTAGE UTILITY LOCATING

*Client has requested an Estimate for the following Scopes of Work:

5/6/2022 4:04pm Estimate revision removed GPS data collection.

1. Utility locating various utilities on site for future development plans.

1. Tracing out of electrical lines extending out from a residential estate house (red in exhibit X2) + well water electrical and water service line (blue and red combined in exhibit X1) and basement/garage grate drain tile line(s) (X1 or X2).
2. In addition to what's shown in the attached, there's a Murdock water hydrant near the storage shed that may have an active water connection either directly to the well pump (suspected) or to the house we'd like traced along with the service line to the house.
 1. *Attn Customer: this can only be located if the line is made of conductive materials like copper, steel, or galvanized pipe. Plastic lines are non-conductive therefore unlocatable with standard EM Equipment.
3. In the locate map, I show a line heading to an outdoor light fixture, than our storage shed, but I suspect it actually feeds out to the shed first, then out to the light post from the shed.
4. PP Sewer Camera or Jameson Rodder: For the drain tile locates, there's a second floor drain tile in the house as well – one located in the garage, the other in the basement. We'll want both traced out if possible. They may connect at some point to the outflow tile. We know where the tile outlet is located, but it would be good to trace this line or lines if you're able to do this. The 6" drain tile is plastic at the outflow, so this may be beyond your ability unless you're able to run a tracer in the pipe itself. Please advise either way.
 1. *Attn Customer: This will only work if the lines do not have P-Traps or hard 90 turns these will prevent the equipment from pushing through the pipe.
5. Also provide electronic depths for all discoveries on site.
6. We'll have staff available to assist with the effort. We look forward to receiving your proposal. I suspect we're looking at a half-day only.

Phone #: 888-858-9830

Fax #: 888-858-9829

Email: BHI@bhug.com

Website: bhug.com

Blood Hound
6500 Technology Center Dr.
Suite 200
Indianapolis, IN 46278



ESTIMATE

Created Date 5/6/2022
Expiration Date 8/30/2022
Estimate Number 71241

•Client will only be invoiced for time needed to complete the stated SOW with a TWO-HOUR minimum. Customer is advised if less time onsite is required, invoicing will be reduced to no less than the minimum fee. Any additional time required on site to complete the task beyond the estimated / minimum time will be invoiced in 15-minute increments @ \$50.00 per increment, upon customer approval.

•If the Scope of Work should change, or is different than listed on estimate, please call Blood Hound immediately for a revised estimate.

•The scheduling of the work must go through the Blood Hound Call Center. Upon acceptance of this estimate please sign and return via email a signed copy of the estimate. Then, you must call 1-888-858-9830 select option one (1) for scheduling and reference your estimate number to schedule your work request.

•All requested scheduling dates and times must go through the call center.

•Enter job name here _____

•For invoicing purposes enter PO# here _____

•If PO# is not available during the estimating phase please provide the PO# prior to scheduling this work. Payment terms must be arranged prior to scheduling any work with Blood Hound. Services can be paid for via credit card or granting of payment terms with invoicing however the Credit Application must be completed and on file to grant payment terms. Blood Hound does not accept checks or cash as payment on site.

•Please refer all COI requests, Change Orders, PO Numbers, Prequalification Forms, Sub Consultant Agreements or MSA's to BHUGContracts@bhug.com

•Blood Hound will utilize a variation of electromagnetic (EM) equipment to locate detectable underground facilities on site or as indicated by client. Client deliverables are subject to equipment used on site. Client will receive standard job deliverables consisting of site pictures and a site sketch.

•All findings will be marked according to APWA standard.

•Customer is always responsible to call 811 for locates of any public utilities.

•Access to all buildings or structures on site may be needed to scan for all utilities safely, accurately and thoroughly. The customer is responsible for providing access to all buildings, structures, cleanouts or pipes if needed.

•Customer is advised that limitations exist in locating undetectable materials like plastic or HDPE or C900 without traceable wire attached, transite or concrete pipes, or Plastic Force Sewer Mains. Refer to attached Limitations of Services Document.

•Any available as-builts, engineered or other record drawings, if available, should be supplied to BHUG prior to providing an estimate and commencement of field work.

•Any drawings supplied to BHUG after the estimate has been delivered to the customer will require a mandatory review of the estimate and potential revisions to the scope of work and associated pricing.

•This estimate expires 90 days from issue date.

•If you have any questions regarding your estimate please phone or email Joe Murphy at jmurphy@bhug.com or 513-678-3832

•Good luck with your project and work safely!

Blood Hound
6500 Technology Center Dr
Suite 200
Indianapolis, IN 46278



ESTIMATE

Created Date 5/6/2022
Expiration Date 8/30/2022
Estimate Number 71241

Blood Hound will use electromagnetic (EM) and ground-penetrating-radar (GPR) equipment to locate private underground utilities at site indicated by client. All findings will be marked according to APWA standard. Customer is responsible for calling 811 for locates of any public utilities. If the scope of work should change or is different than that listed on estimate, please call our office for a revised estimate. Unless expressly noted, Vacuum Excavation estimates do not include any of the following services: Permitting, Traffic Control, Restoration, Special Restoration, Special Backfill or Waste Disposal. If you need any of those services please call our office for a revised estimate. Blood Hound is not responsible for the condition of the pipes or structures before or after jetting/clearing service is performed. Unsatisfactory conditions could be present within the structure and any services may bring those deficiencies to light. In the event of inclement weather, if the client still requests for crew to arrive on site, then the client will be responsible for minimum charges even if no work is performed.

Payment is due at the time of service, unless you already have an account with us. If you do have an account with us, payment terms are Net 30 days, unless otherwise stated in a pre-approved contract. To learn more, please call the office at 888-858-9830.

PRICE MAY VARY BASED ON ACTUAL TIME ON SITE. The above pricing is based only on the information supplied by the customer. If a site walk through has not been conducted, this may affect the price.


If this is a prevailing wage job, please contact our office for a revised quote as this pricing does not reflect prevailing wage rates. If at some later date a project is determined to be a prevailing wage job, then any extra expense incurred by Blood Hound will be billed to the client.

The project estimate outlined in this specific proposal is valid for 90 days from the date of the proposal. Blood Hound reserves the right to review and adjust this estimate if client does not approve of the proposal within 90 days.

Please send all POs / Contracts to BHUGContracts@bhug.com.

We look forward to working with you.

By signing this Estimate the client acknowledges that they accept the scope of work listed on the estimate, as well as the service rates provided and are providing Blood Hound with a Notice To Proceed (NTP) for the listed Project. If the scope of work should change while the work is in progress, any changes will be documented on the technician's field notes and signed off on by the client. Signing this estimate also acknowledges that the client agrees to the terms and conditions as they relate to payment for services rendered.

Signature: 
Printed Name: David Curtis
Date Signed: 05/10/2022

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE KENDALL COUNTY
FOREST PRESERVE DISTRICT, THE COUNTY OF KENDALL, ILLINOIS, THE
UNITED CITY OF YORKVILLE, ILLINOIS, AND THE VILLAGE OF OSWEGO,
ILLINOIS RELATING TO THE MAINTENANCE OF
A SHARED-USE PATH ALONG ROUTE 71**

THIS INTERGOVERNMENTAL AGREEMENT (*the "Agreement"*) is by and between the Kendall County Forest Preserve District, a unit of local government of the State of Illinois ("*District*"), the County of Kendall, Illinois, a unit of local government of the State of Illinois ("*County*"), the United City of Yorkville, a municipal corporation of the State of Illinois ("*City*"), and the Village of Oswego, a municipal corporation of the State of Illinois ("*Village*").

WITNESSETH:

WHEREAS, the District, the County, the City and the Village (collectively the "*Parties*") are units of local government within the meaning of Article VII, Section 1 of the Illinois Constitution of 1970 who are authorized to enter into intergovernmental agreements pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and

WHEREAS, the Constitution of the State of Illinois of 1970, Article VII, Section 10, and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, authorize units of local government to contract or otherwise 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; and

WHEREAS, the Illinois Department of Transportation ("*IDOT*") has entered into a "Letter of Understanding" with the Parties, separately, whereby IDOT has agreed to construct a "shared-use path" that would run along Route 71, east of Illinois Route 126 in Yorkville to Orchard/Minkler Road in Oswego (the "Shared-Use Path") so long as the Parties agree to maintain the portions of the Shared-Use Path within their respective corporate limits;

WHEREAS, a diagram of the Shared-Use Path to be constructed by IDOT is attached hereto as **Exhibit 1** and incorporated herein by reference; and

WHEREAS, it is the intent of the Parties that this Agreement set forth their respective obligations for this Shared-Use Path upon IDOT's completion of construction of the Shared-Use Path.

NOW, THEREFORE, in consideration of the foregoing preambles, the mutual covenants contained herein and for good and valuable consideration, the sufficiency of which is agreed to by the Parties hereto, the Parties covenant, agree and bind themselves as follows, to wit:

1. The foregoing preambles are hereby incorporated into this Agreement as this paragraph 1.
2. The Parties agree that, upon IDOT's construction of the Shared-Use Path, the following will occur, unless otherwise agreed to in writing by mutual agreement of the Parties:

- a. The City shall be responsible for all upkeep, maintenance and repair of those sections of the Shared-Use Path located within City limits. Also, the City shall be responsible for all expenses incurred related to the City's obligations set forth in this Paragraph.
 - b. The Village shall be responsible for all upkeep, maintenance and repair of those sections of the Shared-Use Path located within Village limits. Also, the Village shall be responsible for all expenses incurred related to the Village's obligations set forth in this Paragraph.
 - c. The District shall be responsible for all upkeep, maintenance and repair of those sections of the Shared-Use Path located within the unincorporated areas of Kendall County. Also, the District shall be responsible for all expenses incurred related to the District's obligations set forth in this Paragraph. Upon receipt of a written request for assistance from the District, the County agrees to use its best efforts to assist the District with the District's necessary maintenance and/or repair obligations for those sections of the Shared-Use Path located within the unincorporated areas of the County.
 - d. If, during the term of this Agreement, any portion(s) of the Shared-Use Path are annexed to the City or the Village, the District's and the County's obligations set forth in Paragraph 2(c) above shall immediately cease for the annexed portion(s) of the Shared-Use Path and all such obligations and expenses for the annexed portion(s) of the Shared-Use Path shall be transferred to the City or the Village that annexed that portion(s) of the Shared-Use Path.
3. Nothing in this Agreement shall be interpreted to alter the Parties' jurisdiction, obligations and/or duties regarding any of the roadways or highways adjacent to the Shared-Use Path.
 4. This Agreement represents the entire agreement between the Parties, and there are no other promises or conditions whether oral or written regarding the contents hereof.
 5. Any amendments to this Agreement shall be in writing and signed by all Parties.
 6. This Agreement shall remain in full force and effect until any one or more of the Parties sends written notice of termination of this Agreement to all other Parties.
 7. This Agreement shall be effective upon approval by the Parties, and the date of this Agreement shall be deemed as the last date of acceptance provided below.

IN WITNESS WHEREOF, the Parties hereto have caused this Intergovernmental Agreement to be executed by their duly authorized officers on the above date.

Kendall County Forest Preserve District

County of Kendall, Illinois

By: _____
Judy Gilmour
President, Board of Commissioners

By: _____
Scott Gryder
Chairman, Kendall County Board

Date: _____

Date: _____

Attest:

Attest:

Forest Preserve District Secretary

Kendall County Clerk

United City of Yorkville, Illinois

Village of Oswego, Illinois

By: _____
John Purcell
Mayor

By: _____
Troy Parlier
President

Date: _____

Date: _____

Attest:

Attest:

City Clerk

Village Clerk

**AGREEMENT FOR
MP Minooka Ridge Industrial, LLC Building 1
ABATEMENT OF REAL PROPERTY TAXES**

THIS AGREEMENT, entered into by and between *MP Minooka Ridge Industrial, LLC*, being hereinafter referred to as the “Applicant”, and specific taxing bodies within Kendall County including the County of Kendall, Village of Minooka, Kendall County Forest Preserve District, School District 201, School District, 111, Minooka Fire Protection District, Seward Township Road District, Joliet Junior College, Seward Township, Three Rivers Library District, and the Multi-Township Assessment District hereinafter collectively referred to as the “Taxing Bodies”, individually referred to as the “Taxing Body”, all the parties to this Agreement being collectively referred to as the “parties”;

WITNESSETH:

WHEREAS, the Taxing Bodies have the power, pursuant to Section 200/18-170 of the Illinois Property Tax Code, as amended (35 ILCS 200/18-170), to abate real estate property taxes on property located within an Enterprise Zone upon which new improvements have been constructed; and

WHEREAS, the amount of taxes abated pursuant to Section 200/18-170 may not exceed the amount attributable to the construction of the improvements; and

WHEREAS, Taxing Bodies may enter into intergovernmental cooperation agreements pursuant to Article VII, Section 10 of the Illinois Constitution of 1970, and the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*); and

WHEREAS, the Taxing Bodies believe that it is in the best interest of each, their residents and taxpayers to attract new and diverse commercial and industrial businesses within their boundaries, and encourage their growth and expansion in order to stimulate job creation and increase the assessed valuation within their boundaries; and

WHEREAS, the Applicant is the fee simple owner of the Property, described in “Exhibit A” below; and.

WHEREAS, the Property is located within an Enterprise Zone, as established pursuant to the Illinois Enterprise Zone Act, as amended (20 ILCS 655/1, *et seq.*) and approved by the Illinois Department of Commerce and Economic Opportunity on Date DCEO approves adding Property to Enterprise Zone; and

WHEREAS, the Applicant has submitted an Application for Tax Abatement to the County of Kendall; and

WHEREAS, the Applicant intends to construct on the Property a building (the “Building”) containing not less than 1,000,000 square feet of area and otherwise substantially depicted as

“Building 1” on the preliminary site plan attached hereto as “Exhibit B”, for commercial or industrial development; and

WHEREAS, the Applicant agrees and shall be responsible for ensuring the compliance of any tenants, affiliates, assignees, and sub-contractors using the Property and structures thereof, with the terms of this Agreement.

NOW, THEREFORE, in consideration of the promises each to the other made, as hereinafter set forth and other good and valuable consideration, IT IS HEREBY UNDERSTOOD AND AGREED by and between the parties as follows:

I. ADOPTION OF PREAMBLES

The foregoing preambles are hereby incorporated into this Agreement as if fully restated in this Paragraph I.

II. AGREEMENT TO GRANT REAL ESTATE PROPERTY TAX ABATEMENT

The Taxing Bodies agree to provide real estate property tax abatements in accordance with Section 200/18-170 of the Illinois Property Tax Code, and in accordance with the terms of this Agreement.

III. TERMS OF THE AGREEMENT

A. Definitions:

For the purposes of this Agreement:

Real Estate Property Taxes shall mean all taxes levied or extended upon the Property and any improvements to the Property, including the taxes now existing or which may in the future exist.

Tax Year shall mean the calendar year (i.e. from January 1 through December 31 of a given year) for which the Property is assessed, notwithstanding that Real Estate Property Taxes for such Tax Year are payable in the next calendar year.

B. Amount and Duration:

The Applicant shall commence construction of the building as described in Exhibit B on the Property. The Taxing Bodies shall, pursuant to 35 ILCS 200/18-170 as it may be amended subsequent to the effective date of this Agreement, each take any and all action necessary to abate their portion of the Real Estate Property Taxes for the Property for three consecutive Tax Years after the Applicant has received either a temporary or permanent occupancy permit for the Building from the Village of Minooka as follows:

- 1. First Tax Year: Seventy-five percent (75%) of the Real Estate Property Taxes on the Property shall be abated for the first full Tax Year that**

immediately follows the issuance of an occupancy permit for the Building (“First Tax Year”). For example, if the occupancy permit is issued in calendar year 2023, the first full Tax Year for which the abatement applies would be Tax Year 2024 (payable 2025).

- 2. Second Tax Year: Fifty percent (50%) of the Real Estate Property Taxes on the Property shall be abated for the second full Tax Year following the issuance of an occupancy permit for the Building (“Second Tax Year”).**
- 3. Third Tax Year: Twenty-five percent (25%) of the Real Estate Property Taxes on the Property shall be abated for the third full Tax Year following the issuance of an occupancy permit for the Building (“Third Tax Year”).**

Taxing Bodies acknowledge that Applicant has proposed to Taxing Bodies the suggestion that Taxing Bodies provide additional years of abatement in a manner similar to such abatement programs provided by neighboring counties. Although no agreement has been reached by Applicant or Taxing Bodies relative to such additional abatement, and no such agreement is a part of this Agreement, if in the future Applicant again makes a similar proposal to Taxing Bodies, Taxing Bodies agree to consider that proposal in good faith.

The aforesaid abatements shall not extend to taxes levied for school district debt services (Bond and Interest). Taxes for school district debt services shall be extended over the Property by the County Clerk as levied by applicable Bond resolutions.

The dollar amount abated in any year shall not exceed the amount of taxes attributable to the construction of the improvements on the Property.

Taxing Bodies shall not be obligated to abate Real Estate Property Taxes if a temporary or permanent occupancy permit for the Building has not been issued by the Village of Minooka within four years of the date of this Agreement.

C. Misrepresentation:

Should a material misrepresentation be discovered regarding Applicant’s Application for Tax Abatement filed with the County of Kendall, or any other documentation submitted to the Taxing Bodies, the Applicant shall be in default of this Agreement, which shall result in the termination of the Agreement. Upon such termination, the Applicant agrees to and shall repay the terminating Taxing Body(s) in full the amount of money equal to all the Real Estate Property Taxes on the Property, which were previously abated by the Taxing Body(s) pursuant to this Agreement.

D. Assessment

The Supervisor of Assessments and the Seward Township Assessor shall assess the Property and its improvements in accordance with the Illinois Property Tax Code and other applicable laws and regulations.

E. Tax Objections and Assessment Appeals:

Except in the case of a typographical or ministerial error, the Applicant agrees not to file an objection to the Real Estate Property Taxes levied by the Taxing Bodies, not to tender payment under protest, nor to file any appeal of the assessment of the Real Estate Property Taxes on the Property for any year in which the Applicant is granted an abatement pursuant to Paragraph III.B., nor for any of the next three Tax Years after the final year of abatement. This paragraph shall permit and result in the mandatory dismissal of any objections, assessment appeals, or protests made by the Applicant or its representative for any year in which abatement has been provided pursuant to Paragraph III.B and for the three Tax Years after the final year of abatement. Except for a case of a typographical or ministerial error, should the Applicant file an objection to the Real Estate Property Taxes levied by the Taxing Bodies, tender payment under protest, or file any appeal of the assessment, the Applicant shall have defaulted on the terms of this Agreement and the Applicant agrees to and shall repay to each of the Taxing Bodies in full the amount of money equal to all the Real Estate Property Taxes on the Property which were previously abated by the Taxing Bodies pursuant to this Agreement.

F. Compliance with Applicable Laws:

Applicant agrees to comply with all applicable federal, state and local laws and regulatory requirements and to secure such licenses as may be required for its employees and to conduct business in the state, municipality, county and location. Such obligation includes, but is not limited to, environmental laws, civil rights laws, prevailing wage and labor laws. All improvements on the Property shall be constructed in compliance with all plans and specifications approved by each governmental agency having any jurisdiction over any portion of the work.

Applicant, its officers, employees, subcontractors, and agents agree not to commit unlawful discrimination/ unlawful harassment and further agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, the Illinois Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended, and all applicable rules and regulations. Applicant, its officers, employees, subcontractors, and agents shall maintain a written sexual harassment policy that complies with the requirements of 775 ILCS 5/2-105 and shall comply with all fair employment practices and equal employment opportunity/affirmative action requirements set forth in applicable state and federal laws and regulations.

All parties affirm no officer or elected official of any Taxing Body has a direct or indirect pecuniary interest in Applicant or this Agreement, or, if any officer or elected official of any Taxing Body does have a direct or indirect pecuniary interest in Applicant or this Agreement, that interest, and the procedure followed to effectuate this Agreement has and will comply with 50 ILCS 105/3.

Applicant certifies that Applicant, its parent companies, subsidiaries, and affiliates are not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or as a result of a violation of 820 ILCS 130/1 *et seq.* (the Illinois Prevailing Wage Act). Applicant further certifies by signing the Agreement that Applicant, its parent companies, subsidiaries, and affiliates have not been convicted of, or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 *et seq.*; and has not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that Officer's or employee's official capacity. Nor has Applicant made an admission of guilt of such conduct that is a matter of record, nor has any official, officer, agent, or employee of the company been so convicted nor made such an admission.

The Applicant shall not violate any environmental, zoning, or building code, ordinance, rule, or regulation of the United States of America, State of Illinois, the County of Kendall, or Village of Minooka. During the Tax Years that are subject to abatement under Section III.B., should the Applicant receive notice of any such violation and fail to cure the violation and fail to cure the violation within sixty (60) days of the written notice, any Taxing Body has the right to terminate the tax abatements.

G. Termination:

To terminate its respective tax abatement pursuant to the terms of this Agreement, each Taxing Body shall provide notice to the Applicant in writing or by written agreement of the respective Taxing Body and the Applicant. The Indemnification sections of this Agreement shall survive termination of this Agreement.

H. Payment of Taxes:

The Applicant shall pay all bills for Real Estate Property Taxes when due. The Taxing Bodies' abatement of Real Estate Property Taxes shall be contingent upon the Applicant's timely payment. If Applicant fails to pay its billed Real Estate Property Taxes in full on or before the due date of such tax bills for any Tax Year during the term of this Agreement, the full unabated Real Estate Property Taxes for that Tax Year shall become due and owing and the Taxing Bodies shall be under no obligation to abate Real Estate Property Taxes for the remaining term of the Agreement.

IV. MISCELLANEOUS

A. Guarantee of Authorization:

Each party signing this Agreement represents, warrants, and guarantees to all the other parties that:

- (1) They are authorized to execute this Agreement upon behalf of the party for whom they signed this instrument;

- (2) All action necessary, including, but not limited to corporate resolutions, ordinances and notices, to make this Agreement a lawful and binding agreement upon that party has been taken;
- (3) The performance of the transactions contemplated by the provisions of this Agreement, and the execution, issuance, delivery and performance of this Agreement to be executed and delivered by the Taxing Bodies and the Applicant have each been duly authorized by all necessary action on the part of each.

B. Default:

If the Applicant fails to meet any of its obligations under this Agreement, any Taxing Body may terminate its abatement obligations. In the event of such a default by Applicant, Applicant agrees to and shall repay the terminating Taxing Bodies in full the amount of money equal to all the Real Estate Property Taxes on the Property that were previously abated by the Taxing Bodies pursuant to this Agreement.

C. Effective Date:

This Agreement shall not be effective until all of the parties to this Agreement have in fact signed this Agreement and the effective date of this Agreement shall be the latest date that any one party actually signs and dates this Agreement.

D. No Assignment or Transfer:

The abatement is specifically granted to the Applicant and may not be assigned or transferred except to successors in title to the Property to whom the Property has been conveyed following issuance of a temporary or permanent occupancy permit for the Building by the Village of Minooka (a "Permitted Assignment"). Any Permitted Assignment must be in writing, and no Permitted Assignment is valid without the consent of the Taxing Bodies, which consent may not be unreasonably withheld, and unless the successor in title agrees to be bound by all the obligations of the Applicant under this Agreement. Except in the case of a Permitted Assignment, in the event that the Applicant ceases operation or transfers title of the Property without consent of the Taxing Bodies, the abatement shall immediately terminate and the Taxing Bodies shall have the right to require the Applicant to repay the total sum of all previously abated taxes.

E. Successors of Taxing Bodies:

This Agreement shall be binding upon the Taxing Bodies, their successors, and their assigns, notwithstanding the provisions of paragraph D.

F. Communication Requirements:

All notices, requests, demands, waivers and other communications shall be in writing and shall be considered duly given three days following dispatch when deposited by mail, certified or registered mail, postage prepaid, properly addressed to the party entitled to receive such notices at the addresses listed in "Exhibit C".

Each party may designate a new place or places, or a new person or persons, for notice purposes, by providing thirty days written notice to all other parties.

G. Applicable Law:

This Agreement shall be interpreted and enforced according to the statutes, case law and Constitution of the State of Illinois regardless of the later legal residence or domicile of any of the Taxing Bodies or the Applicant. Venue for any legal proceedings among the parties shall be the Circuit Court of the Twenty-Third Judicial Circuit, Kendall County, Illinois. The parties hereto waive any claim or defense that such venue is not convenient or proper.

H. Indemnification:

It is understood and agreed between the parties to this Agreement that the Applicant, in performing its obligations pursuant to this Agreement, is acting independently and apart from any other party to this Agreement. The Taxing Bodies that are parties to this Agreement assume no responsibility or liability for actions resulting from this Agreement or for any and all claims, suits and causes of action of any nature whatsoever arising out of the Applicant's obligations hereunder.

The Applicant receiving the abatement agrees to indemnify, hold harmless and defend, with counsel of the Taxing Bodies' own choosing, the Taxing Bodies and their past, present and future board members, elected officials, insurers, employees, and agents (the "Releasees") from, and against such claims, damages, demands, expenses, liabilities and losses of any nature whatsoever resulting from this Agreement, including, but not limited to those resulting from: (1) The construction, improvement and development activities of Applicant, its agents, contractors, and subcontractors with respect to the development or improvement of its property; and (2) Applicant's performance or alleged failure to perform its obligations pursuant to this Agreement. The obligation to indemnify created hereunder extends to indemnifying the Releasees from any claims for monetary relief seeking a refund of any monies abated under the terms of this Agreement. The obligation to indemnify also extends to any claims, causes of action, suits, demands, or proceedings, whether in law or in equity, to have any of the terms of this Agreement authorizing the abatement of taxes declared unconstitutional, invalid, or otherwise void. Further, the obligation to indemnify extends to paying any damages assessed against the Releasees as a result of any actions taken under this Agreement.

The Releasees' participation in their defense shall not remove Applicant's duty to indemnify, defend, and hold them harmless, as set forth above. The Releasees do not waive their defenses or immunities, including those under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.), by reason of indemnification. Indemnification shall survive the termination of this Agreement.

I. Severability:

If any clause in this Agreement is deemed to be void or unenforceable, such clause shall be severed and the remaining provisions in this Agreement shall remain in full force and effect.

J. Waiver:

Any party's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

K. Entire Agreement/Amendment:

This Agreement represents the entire agreement between the parties regarding its subject matter and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties regarding its subject matter and may not be modified except in writing acknowledged and signed by all the Taxing Bodies and the Applicant.

L. Counterparts:

This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and each of which shall constitute one and the same Agreement.

M. Captions and Paragraph Headings:

Captions and paragraph headings are for convenience only and are not a part of this Agreement and shall not be used in construing it.

THE PARTIES TO THIS AGREEMENT by their signature acknowledges that they have read and understand this Agreement and intend to be bound by its terms.

MP Minooka Ridge Industrial, LLC

BY: Molto Properties LLC,
its Manager

By:

Authorized Officer

Date

THE PARTIES TO THIS AGREEMENT by their signature acknowledges that they have read and understand this Agreement and intend to be bound by its terms.

The County of Kendall

BY:

Authorized Officer

Date

ATTESTED:

Authorized Officer

Date

THE PARTIES TO THIS AGREEMENT by their signature acknowledges that they have read and understand this Agreement and intend to be bound by its terms.

Village of Minooka

BY:

Authorized Officer

Date

ATTESTED:

Authorized Officer

Date

THE PARTIES TO THIS AGREEMENT by their signature acknowledges that they have read and understand this Agreement and intend to be bound by its terms.

School District 201

BY:

Authorized Officer

Date

ATTESTED:

Authorized Officer

Date

THE PARTIES TO THIS AGREEMENT by their signature acknowledges that they have read and understand this Agreement and intend to be bound by its terms.

School District 111

BY:

Authorized Officer

Date

ATTESTED:

Authorized Officer

Date

THE PARTIES TO THIS AGREEMENT by their signature acknowledges that they have read and understand this Agreement and intend to be bound by its terms.

Minooka Fire Protection District

BY:

Authorized Officer

Date

ATTESTED:

Authorized Officer

Date

THE PARTIES TO THIS AGREEMENT by their signature acknowledges that they have read and understand this Agreement and intend to be bound by its terms.

Seward Township Road District

BY:

Authorized Officer

Date

ATTESTED:

Authorized Officer Date

THE PARTIES TO THIS AGREEMENT by their signature acknowledges that they have read and understand this Agreement and intend to be bound by its terms.

Joliet Junior College

BY:

Authorized Officer Date

ATTESTED:

Authorized Officer Date

THE PARTIES TO THIS AGREEMENT by their signature acknowledges that they have read and understand this Agreement and intend to be bound by its terms.

Seward Township

BY:

Authorized Officer Date

ATTESTED:

Authorized Officer

Date

THE PARTIES TO THIS AGREEMENT by their signature acknowledges that they have read and understand this Agreement and intend to be bound by its terms.

Three Rivers Library District

BY:

Authorized Officer

Date

ATTESTED:

Authorized Officer

Date

THE PARTIES TO THIS AGREEMENT by their signature acknowledges that they have read and understand this Agreement and intend to be bound by its terms.

Multi-Township Assessment

BY:

Authorized Officer

Date

ATTESTED:

Authorized Officer

Date

**AGREEMENT
FOR
MP Minooka Ridge Industrial, LLC
ABATEMENT OF REAL PROPERTY TAXES**

Page 20 of 24

EXHIBIT "A"

Commonly known as:

Permanent Index No.: Pins for Building 1

Legal Description: Legal Description for Building 1

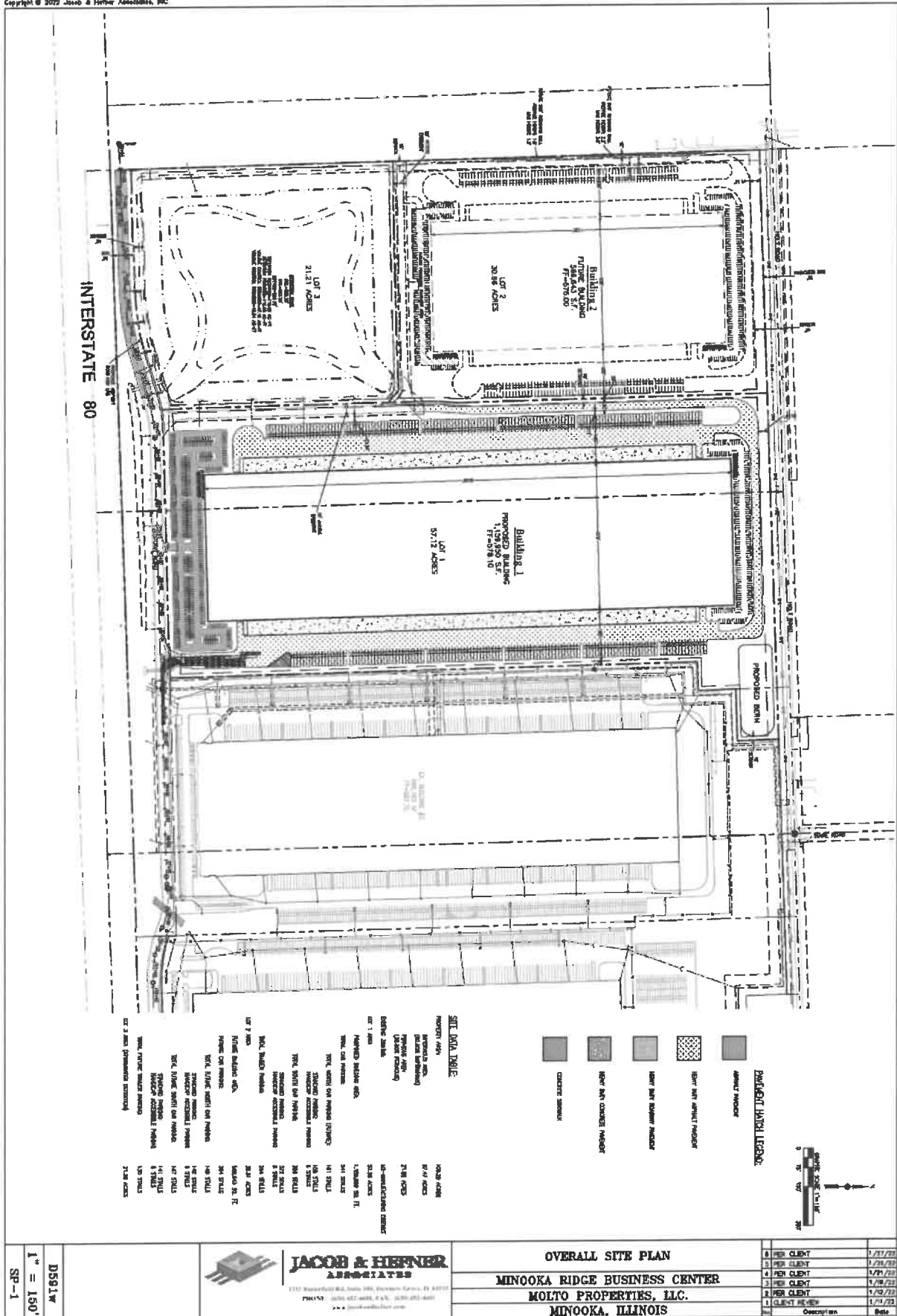
**AGREEMENT
FOR
MP Minooka Ridge Industrial, LLC
ABATEMENT OF REAL PROPERTY TAXES**

EXHIBIT "B"

Page 21 of 24

Site Plan Depicting Building 1

{See Attached}



**AGREEMENT
FOR
MP Minooka Ridge Industrial, LLC
ABATEMENT OF REAL PROPERTY TAXES**

EXHIBIT "C"

Notices shall be sent to:

**MP MINOOKA RIDGE INDUSTRIAL LLC
c/o Molto Properties LLC
18W140 Butterfield Road, Suite 750
Oakbrook Terrace, IL 60181
Attn: Andrew Karabon and Joseph Hasson
Email: akarabon@moltoproperties.com and jhasson@moltocapital.com**

(630)-567-1104

With a copy to:

**Nixon Peabody LLP
70 W. Madison, Suite 5200
Chicago, IL 60602
Attn: Kris E. Curran
Email: kecurran@nixonpeabody.com**

**AGREEMENT FOR
MP Minooka Ridge Industrial, LLC Building 2
ABATEMENT OF REAL PROPERTY TAXES**

THIS AGREEMENT, entered into by and between *MP Minooka Ridge Industrial, LLC*, being hereinafter referred to as the “Applicant”, and specific taxing bodies within Kendall County including the County of Kendall, Village of Minooka, Kendall County Forest Preserve District, School District 201, School District, 111, Minooka Fire Protection District, Seward Township Road District, Joliet Junior College, Seward Township, Three Rivers Library District, and the Multi-Township Assessment District hereinafter collectively referred to as the “Taxing Bodies”, individually referred to as the “Taxing Body”, all the parties to this Agreement being collectively referred to as the “parties”;

WITNESSETH:

WHEREAS, the Taxing Bodies have the power, pursuant to Section 200/18-170 of the Illinois Property Tax Code, as amended (35 ILCS 200/18-170), to abate real estate property taxes on property located within an Enterprise Zone upon which new improvements have been constructed; and

WHEREAS, the amount of taxes abated pursuant to Section 200/18-170 may not exceed the amount attributable to the construction of the improvements; and

WHEREAS, Taxing Bodies may enter into intergovernmental cooperation agreements pursuant to Article VII, Section 10 of the Illinois Constitution of 1970, and the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*); and

WHEREAS, the Taxing Bodies believe that it is in the best interest of each, their residents and taxpayers to attract new and diverse commercial and industrial businesses within their boundaries, and encourage their growth and expansion in order to stimulate job creation and increase the assessed valuation within their boundaries; and

WHEREAS, the Applicant is the fee simple owner of the Property, described in “Exhibit A” below; and.

WHEREAS, the Property is located within an Enterprise Zone, as established pursuant to the Illinois Enterprise Zone Act, as amended (20 ILCS 655/1, *et seq.*) and approved by the Illinois Department of Commerce and Economic Opportunity on Date DCEO approves adding Property to Enterprise Zone; and

WHEREAS, the Applicant has submitted an Application for Tax Abatement to the County of Kendall; and

WHEREAS, the Applicant intends to construct on the Property a building (the “Building”), containing not less than 500,000 square feet of area and otherwise substantially depicted as

“Building 2” on the preliminary site plan attached hereto as described in “Exhibit B”, for commercial or industrial development; and

WHEREAS, the Applicant agrees and shall be responsible for ensuring the compliance of any tenants, affiliates, assignees, and sub-contractors using the Property and structures thereof, with the terms of this Agreement.

NOW, THEREFORE, in consideration of the promises each to the other made, as hereinafter set forth and other good and valuable consideration, IT IS HEREBY UNDERSTOOD AND AGREED by and between the parties as follows:

I. ADOPTION OF PREAMBLES

The foregoing preambles are hereby incorporated into this Agreement as if fully restated in this Paragraph I.

II. AGREEMENT TO GRANT REAL ESTATE PROPERTY TAX ABATEMENT

The Taxing Bodies agree to provide real estate property tax abatements in accordance with Section 200/18-170 of the Illinois Property Tax Code, and in accordance with the terms of this Agreement.

III. TERMS OF THE AGREEMENT

A. Definitions:

For the purposes of this Agreement:

Real Estate Property Taxes shall mean all taxes levied or extended upon the Property and any improvements to the Property, including the taxes now existing or which may in the future exist.

Tax Year shall mean the calendar year (i.e. from January 1 through December 31 of a given year) for which the Property is assessed, notwithstanding that Real Estate Property Taxes for such Tax Year are payable in the next calendar year.

B. Amount and Duration:

The Applicant shall commence construction of the building as described in Exhibit B on the Property. The Taxing Bodies shall, pursuant to 35 ILCS 200/18-170 as it may be amended subsequent to the effective date of this Agreement, each take any and all action necessary to abate their portion of the Real Estate Property Taxes for the Property for three consecutive Tax Years after the Applicant has received either a temporary or permanent occupancy permit for the Building from the Village of Minooka as follows:

- 1. First Tax Year: Seventy-five percent (75%) of the Real Estate Property Taxes on the Property shall be abated for the first full Tax Year that immediately**

follows the issuance of an occupancy permit for the Building (“First Tax Year”). For example, if the occupancy permit is issued in calendar year 2023, the first full Tax Year for which the abatement applies would be Tax Year 2024 (payable 2025).

- 2. Second Tax Year: Fifty percent (50%) of the Real Estate Property Taxes on the Property shall be abated for the second full Tax Year following the issuance of an occupancy permit for the Building (“Second Tax Year”).**
- 3. Third Tax Year: Twenty-five percent (25%) of the Real Estate Property Taxes on the Property shall be abated for the third full Tax Year following the issuance of an occupancy permit for the Building (“Third Tax Year”).**

Taxing Bodies acknowledge that Applicant has proposed to Taxing Bodies the suggestion that Taxing Bodies provide additional years of abatement in a manner similar to such abatement programs provided by neighboring counties. Although no agreement has been reached by Applicant or Taxing Bodies relative to such additional abatement, and no such agreement is a part of this Agreement, if in the future Applicant again makes a similar proposal to Taxing Bodies, Taxing Bodies agree to consider that proposal in good faith.

The aforesaid abatements shall not extend to taxes levied for school district debt services (Bond and Interest). Taxes for school district debt services shall be extended over the Property by the County Clerk as levied by applicable Bond resolutions.

The dollar amount abated in any year shall not exceed the amount of taxes attributable to the construction of the improvements on the Property.

Taxing Bodies shall not be obligated to abate Real Estate Property Taxes if a temporary or permanent occupancy permit for the Building has not been issued by the Village of Minooka within five years of the date of this Agreement.

C. Misrepresentation:

Should a material misrepresentation be discovered regarding Applicant’s Application for Tax Abatement filed with the County of Kendall, or any other documentation submitted to the Taxing Bodies, the Applicant shall be in default of this Agreement, which shall result in the termination of the Agreement. Upon such termination, the Applicant agrees to and shall repay the terminating Taxing Body(s) in full the amount of money equal to all the Real Estate Property Taxes on the Property, which were previously abated by the Taxing Body(s) pursuant to this Agreement.

D. Assessment

The Supervisor of Assessments and the Seward Township Assessor shall assess the Property and its improvements in accordance with the Illinois Property Tax Code and other applicable laws and regulations.

E. Tax Objections and Assessment Appeals:

Except in the case of a typographical or ministerial error, the Applicant agrees not to file an objection to the Real Estate Property Taxes levied by the Taxing Bodies, not to tender payment under protest, nor to file any appeal of the assessment of the Real Estate Property Taxes on the Property for any year in which the Applicant is granted an abatement pursuant to Paragraph III.B., nor for any of the next three Tax Years after the final year of abatement. This paragraph shall permit and result in the mandatory dismissal of any objections, assessment appeals, or protests made by the Applicant or its representative for any year in which abatement has been provided pursuant to Paragraph III.B and for the three Tax Years after the final year of abatement. Except for a case of a typographical or ministerial error, should the Applicant file an objection to the Real Estate Property Taxes levied by the Taxing Bodies, tender payment under protest, or file any appeal of the assessment, the Applicant shall have defaulted on the terms of this Agreement and the Applicant agrees to and shall repay to each of the Taxing Bodies in full the amount of money equal to all the Real Estate Property Taxes on the Property which were previously abated by the Taxing Bodies pursuant to this Agreement.

F. Compliance with Applicable Laws:

Applicant agrees to comply with all applicable federal, state and local laws and regulatory requirements and to secure such licenses as may be required for its employees and to conduct business in the state, municipality, county and location. Such obligation includes, but is not limited to, environmental laws, civil rights laws, prevailing wage and labor laws. All improvements on the Property shall be constructed in compliance with all plans and specifications approved by each governmental agency having any jurisdiction over any portion of the work.

Applicant, its officers, employees, subcontractors, and agents agree not to commit unlawful discrimination/ unlawful harassment and further agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, the Illinois Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended, and all applicable rules and regulations. Applicant, its officers, employees, subcontractors, and agents shall maintain a written sexual harassment policy that complies with the requirements of 775 ILCS 5/2-105 and shall comply with all fair employment practices and equal employment opportunity/affirmative action requirements set forth in applicable state and federal laws and regulations.

All parties affirm no officer or elected official of any Taxing Body has a direct or indirect pecuniary interest in Applicant or this Agreement, or, if any officer or elected official of any Taxing Body does have a direct or indirect pecuniary interest in Applicant or this Agreement, that interest, and the procedure followed to effectuate this Agreement has and will comply with 50 ILCS 105/3.

Applicant certifies that Applicant, its parent companies, subsidiaries, and affiliates are not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or as a result of a violation of 820 ILCS 130/1 *et seq.* (the Illinois Prevailing Wage Act). Applicant further certifies by signing the Agreement that Applicant, its parent companies, subsidiaries, and affiliates have not been convicted of, or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 *et seq.*; and has not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that Officer's or employee's official capacity. Nor has Applicant made an admission of guilt of such conduct that is a matter of record, nor has any official, officer, agent, or employee of the company been so convicted nor made such an admission.

The Applicant shall not violate any environmental, zoning, or building code, ordinance, rule, or regulation of the United States of America, State of Illinois, the County of Kendall, or Village of Minooka. During the Tax Years that are subject to abatement under Section III.B., should the Applicant receive notice of any such violation and fail to cure the violation and fail to cure the violation within sixty (60) days of the written notice, any Taxing Body has the right to terminate the tax abatements.

G. Termination:

To terminate its respective tax abatement pursuant to the terms of this Agreement, each Taxing Body shall provide notice to the Applicant in writing or by written agreement of the respective Taxing Body and the Applicant. The Indemnification sections of this Agreement shall survive termination of this Agreement.

H. Payment of Taxes:

The Applicant shall pay all bills for Real Estate Property Taxes when due. The Taxing Bodies' abatement of Real Estate Property Taxes shall be contingent upon the Applicant's timely payment. If Applicant fails to pay its billed Real Estate Property Taxes in full on or before the due date of such tax bills for any Tax Year during the term of this Agreement, the full unabated Real Estate Property Taxes for that Tax Year shall become due and owing and the Taxing Bodies shall be under no obligation to abate Real Estate Property Taxes for the remaining term of the Agreement.

IV. MISCELLANEOUS

A. Guarantee of Authorization:

Each party signing this Agreement represents, warrants, and guarantees to all the other parties that:

- (1) They are authorized to execute this Agreement upon behalf of the party for whom they signed this instrument;

- (2) All action necessary, including, but not limited to corporate resolutions, ordinances and notices, to make this Agreement a lawful and binding agreement upon that party has been taken;
- (3) The performance of the transactions contemplated by the provisions of this Agreement, and the execution, issuance, delivery and performance of this Agreement to be executed and delivered by the Taxing Bodies and the Applicant have each been duly authorized by all necessary action on the part of each.

B. Default:

If the Applicant fails to meet any of its obligations under this Agreement, any Taxing Body may terminate its abatement obligations. In the event of such a default by Applicant, Applicant agrees to and shall repay the terminating Taxing Bodies in full the amount of money equal to all the Real Estate Property Taxes on the Property that were previously abated by the Taxing Bodies pursuant to this Agreement.

C. Effective Date:

This Agreement shall not be effective until all of the parties to this Agreement have in fact signed this Agreement and the effective date of this Agreement shall be the latest date that any one party actually signs and dates this Agreement.

D. No Assignment or Transfer:

The abatement is specifically granted to the Applicant and may not be assigned or transferred except to successors in title to the Property to whom the Property has been conveyed following issuance of a temporary or permanent occupancy permit for the Building by the Village of Minooka (a "Permitted Assignment"). Any Permitted Assignment must be in writing, and no Permitted Assignment is valid without the consent of the Taxing Bodies, which consent may not be unreasonably withheld, and unless the successor in title agrees to be bound by all the obligations of the Applicant under this Agreement. Except in the case of a Permitted Assignment, in the event that the Applicant ceases operation or transfers title of the Property without consent of the Taxing Bodies, the abatement shall immediately terminate and the Taxing Bodies shall have the right to require the Applicant to repay the total sum of all previously abated taxes.

E. Successors of Taxing Bodies:

This Agreement shall be binding upon the Taxing Bodies, their successors, and their assigns, notwithstanding the provisions of paragraph D.

F. Communication Requirements:

All notices, requests, demands, waivers and other communications shall be in writing and shall be considered duly given three days following dispatch when deposited by mail, certified or registered mail, postage prepaid, properly addressed to the party entitled to receive such notices at the addresses listed in "Exhibit C".

Each party may designate a new place or places, or a new person or persons, for notice purposes, by providing thirty days written notice to all other parties.

G. Applicable Law:

This Agreement shall be interpreted and enforced according to the statutes, case law and Constitution of the State of Illinois regardless of the later legal residence or domicile of any of the Taxing Bodies or the Applicant. Venue for any legal proceedings among the parties shall be the Circuit Court of the Twenty-Third Judicial Circuit, Kendall County, Illinois. The parties hereto waive any claim or defense that such venue is not convenient or proper.

H. Indemnification:

It is understood and agreed between the parties to this Agreement that the Applicant, in performing its obligations pursuant to this Agreement, is acting independently and apart from any other party to this Agreement. The Taxing Bodies that are parties to this Agreement assume no responsibility or liability for actions resulting from this Agreement or for any and all claims, suits and causes of action of any nature whatsoever arising out of the Applicant's obligations hereunder.

The Applicant receiving the abatement agrees to indemnify, hold harmless and defend, with counsel of the Taxing Bodies' own choosing, the Taxing Bodies and their past, present and future board members, elected officials, insurers, employees, and agents (the "Releasees") from, and against such claims, damages, demands, expenses, liabilities and losses of any nature whatsoever resulting from this Agreement, including, but not limited to those resulting from: (1) The construction, improvement and development activities of Applicant, its agents, contractors, and subcontractors with respect to the development or improvement of its property; and (2) Applicant's performance or alleged failure to perform its obligations pursuant to this Agreement. The obligation to indemnify created hereunder extends to indemnifying the Releasees from any claims for monetary relief seeking a refund of any monies abated under the terms of this Agreement. The obligation to indemnify also extends to any claims, causes of action, suits, demands, or proceedings, whether in law or in equity, to have any of the terms of this Agreement authorizing the abatement of taxes declared unconstitutional, invalid, or otherwise void. Further, the obligation to indemnify extends to paying any damages assessed against the Releasees as a result of any actions taken under this Agreement.

The Releasees' participation in their defense shall not remove Applicant's duty to indemnify, defend, and hold them harmless, as set forth above. The Releasees do not waive their defenses or immunities, including those under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.), by reason of indemnification. Indemnification shall survive the termination of this Agreement.

I. Severability:

If any clause in this Agreement is deemed to be void or unenforceable, such clause shall be severed and the remaining provisions in this Agreement shall remain in full force and effect.

J. Waiver:

Any party's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

K. Entire Agreement/Amendment:

This Agreement represents the entire agreement between the parties regarding its subject matter and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties regarding its subject matter and may not be modified except in writing acknowledged and signed by all the Taxing Bodies and the Applicant.

L. Counterparts:

This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and each of which shall constitute one and the same Agreement.

M. Captions and Paragraph Headings:

Captions and paragraph headings are for convenience only and are not a part of this Agreement and shall not be used in construing it.

THE PARTIES TO THIS AGREEMENT by their signature acknowledges that they have read and understand this Agreement and intend to be bound by its terms.

MP Minooka Ridge Industrial, LLC

BY: Molto Properties LLC,
its Manager

By:

Authorized Officer

Date

THE PARTIES TO THIS AGREEMENT by their signature acknowledges that they have read and understand this Agreement and intend to be bound by its terms.

The County of Kendall

BY:

Authorized Officer

Date

ATTESTED:

Authorized Officer

Date

THE PARTIES TO THIS AGREEMENT by their signature acknowledges that they have read and understand this Agreement and intend to be bound by its terms.

Village of Minooka

BY:

Authorized Officer

Date

ATTESTED:

Authorized Officer

Date

THE PARTIES TO THIS AGREEMENT by their signature acknowledges that they have read and understand this Agreement and intend to be bound by its terms.

Kendall County Forest Preserve District

BY:

Authorized Officer

Date

ATTESTED:

Authorized Officer Date

THE PARTIES TO THIS AGREEMENT by their signature acknowledges that they have read and understand this Agreement and intend to be bound by its terms.

School District 201

BY:

Authorized Officer Date

ATTESTED:

Authorized Officer

Date

THE PARTIES TO THIS AGREEMENT by their signature acknowledges that they have read and understand this Agreement and intend to be bound by its terms.

School District 111

BY:

Authorized Officer

Date

ATTESTED:

Authorized Officer Date

THE PARTIES TO THIS AGREEMENT by their signature acknowledges that they have read and understand this Agreement and intend to be bound by its terms.

Minooka Fire Protection District

BY:

Authorized Officer Date

ATTESTED:

Authorized Officer _____ Date _____

THE PARTIES TO THIS AGREEMENT by their signature acknowledges that they have read and understand this Agreement and intend to be bound by its terms.

Seward Township Road District

BY:

Authorized Officer _____ Date _____

ATTESTED:

Authorized Officer

Date

THE PARTIES TO THIS AGREEMENT by their signature acknowledges that they have read and understand this Agreement and intend to be bound by its terms.

Joliet Junior College

BY:

Authorized Officer

Date

ATTESTED:

Authorized Officer

Date

THE PARTIES TO THIS AGREEMENT by their signature acknowledges that they have read and understand this Agreement and intend to be bound by its terms.

Seward Township

BY:

Authorized Officer

Date

ATTESTED:

Authorized Officer

Date

THE PARTIES TO THIS AGREEMENT by their signature acknowledges that they have read and understand this Agreement and intend to be bound by its terms.

Three Rivers Library District

BY:

Authorized Officer

Date

ATTESTED:

Authorized Officer Date

THE PARTIES TO THIS AGREEMENT by their signature acknowledges that they have read and understand this Agreement and intend to be bound by its terms.

Multi-Township Assessment

BY:

Authorized Officer

Date

ATTESTED:

Authorized Officer

Date

**AGREEMENT
FOR
MP Minooka Ridge Industrial, LLC
ABATEMENT OF REAL PROPERTY TAXES**
Page 20 of 24

EXHIBIT "A"

Commonly known as:

Permanent Index No.: Pins for Building 2

Legal Description: Legal Description for Building 2

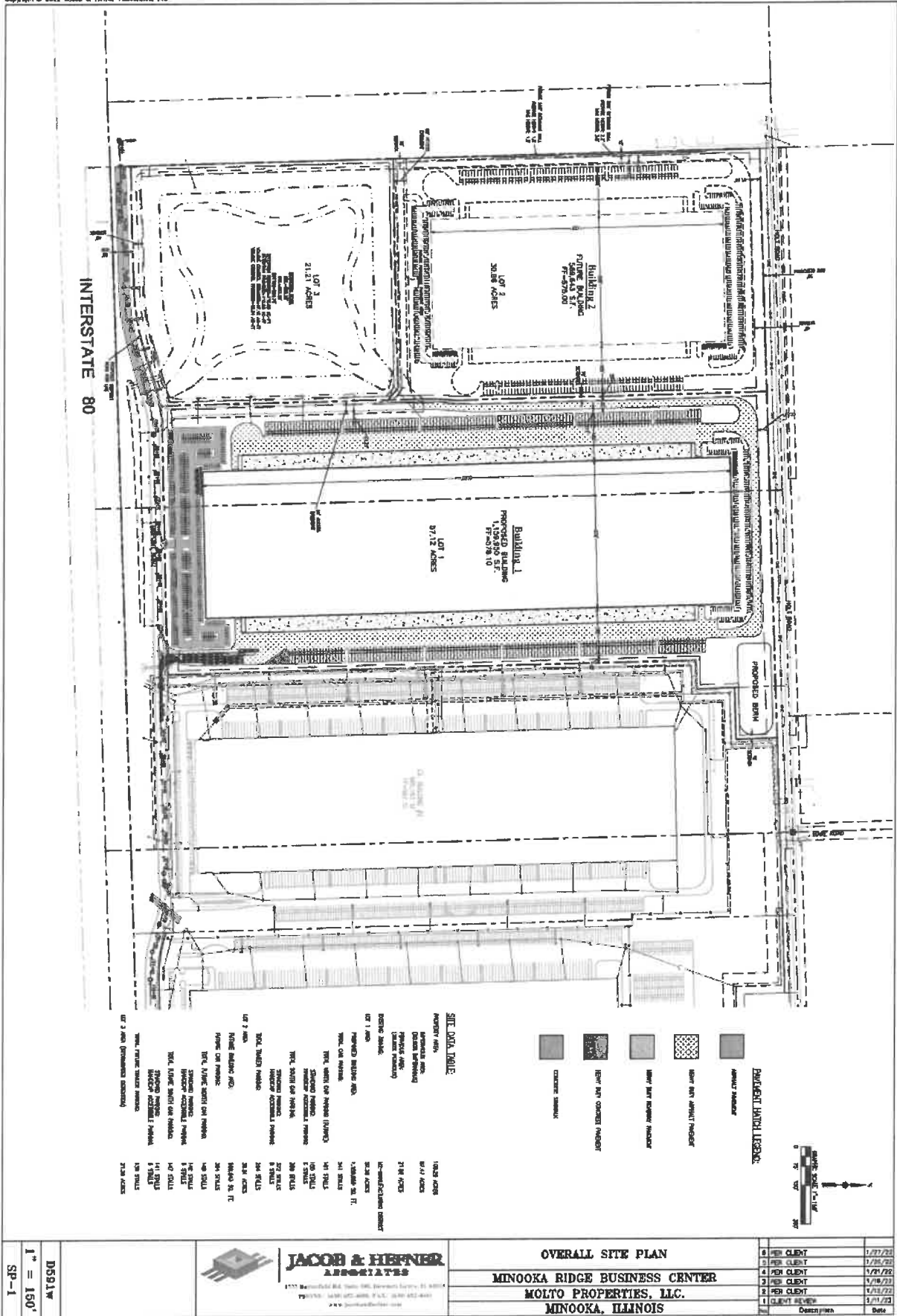
**AGREEMENT
FOR
MP Minooka Ridge Industrial, LLC
ABATEMENT OF REAL PROPERTY TAXES**

EXHIBIT "B"

Page 21 of 24

Site Plan Depicting Building 2

{See Attached}



Rev	Description	Date
1	CLIENT REVIEW	1/11/22
2	PER CLIENT	1/11/22
3	PER CLIENT	1/18/22
4	PER CLIENT	1/26/22
5	PER CLIENT	1/27/22
6	PER CLIENT	1/27/22

**AGREEMENT
FOR
MP Minooka Ridge Industrial, LLC
ABATEMENT OF REAL PROPERTY TAXES**

EXHIBIT "C"

Notices shall be sent to:

**MP MINOOKA RIDGE INDUSTRIAL LLC
c/o Molto Properties LLC
18W140 Butterfield Road, Suite 750
Oakbrook Terrace, IL 60181
Attn: Andrew Karabon and Joseph Hasson
Email: akarabon@moltoproperties.com and jhasson@moltocapital.com**

(630)-567-1104

With a copy to:

**Nixon Peabody LLP
70 W. Madison, Suite 5200
Chicago, IL 60602
Attn: Kris E. Curran
Email: kecurran@nixonpeabody.com**

To: Kendall County Forest Preserve District Committee of the Whole
From: David Guritz, Executive Director
RE: Illinois State Constitution – Interpretation of Article VIII – Section 1
Date: May 10, 2022

According to the Illinois Constitution and applicable case law, a unit of local government (like the District) is legally prohibited from renting its property to another entity for nominal or no consideration. Thus, waiving rental fees for an outside entity's use of District property is not permissible under Article VIII, Section 1 of the Illinois Constitution (attached).

Whenever a public body intends to sell or lease/rent its property, it must ensure: (a) its property is being used for a public purpose and (b) the rental is for adequate consideration in an amount equal to fair market value or a greater amount. While "public purpose" is interpreted very broadly, Illinois courts and the Illinois Attorney General's Office routinely hold that a public body cannot lease/rent/sell its property for nominal or no cost.

The Kendall County State's Attorney's Office is completing a review of our approved policy for considering the waiving of fees and charges, as well as the District's agreement with the Grundy-Kendall ROE for operation of the Kendall County Outdoor Education Center. Other operational areas will be discussed.

Recommendation:

Discuss current operational areas where fees have been traditionally waived in support of external government and not-for-profit organizations.

Constitution of the State of Illinois

ARTICLE VIII

FINANCE

SECTION 1. GENERAL PROVISIONS

(a) Public funds, property or credit shall be used only for public purposes.

(b) The State, units of local government and school districts shall incur obligations for payment or make payments from public funds only as authorized by law or ordinance.

(c) Reports and records of the obligation, receipt and use of public funds of the State, units of local government and school districts are public records available for inspection by the public according to law.

(Source: Illinois Constitution.)

SECTION 2. STATE FINANCE

(a) The Governor shall prepare and submit to the General Assembly, at a time prescribed by law, a State budget for the ensuing fiscal year. The budget shall set forth the estimated balance of funds available for appropriation at the beginning of the fiscal year, the estimated receipts, and a plan for expenditures and obligations during the fiscal year of every department, authority, public corporation and quasi-public corporation of the State, every State college and university, and every other public agency created by the State, but not of units of local government or school districts. The budget shall also set forth the indebtedness and contingent liabilities of the State and such other information as may be required by law. Proposed expenditures shall not exceed funds estimated to be available for the fiscal year as shown in the budget.

(b) The General Assembly by law shall make appropriations for all expenditures of public funds by the State. Appropriations for a fiscal year shall not exceed funds estimated by the General Assembly to be available during that year.

(Source: Illinois Constitution.)

SECTION 3. STATE AUDIT AND AUDITOR GENERAL

(a) The General Assembly shall provide by law for the audit of the obligation, receipt and use of public funds of the State. The General Assembly, by a vote of three-fifths of the members elected to each house, shall appoint an Auditor General and may remove him for cause by a similar vote. The Auditor General shall serve for a term of ten years. His compensation shall be established by law and shall not be diminished, but may be increased, to take effect during his term.

(b) The Auditor General shall conduct the audit of public funds of the State. He shall make additional reports and investigations as directed by the General Assembly. He shall report his findings and recommendations to the General Assembly and to the Governor.

(Source: Illinois Constitution.)

SECTION 4. SYSTEMS OF ACCOUNTING, AUDITING AND REPORTING

The General Assembly by law shall provide systems of accounting, auditing and reporting of the obligation, receipt and use of public funds. These systems shall be used by all units of local government and school districts.

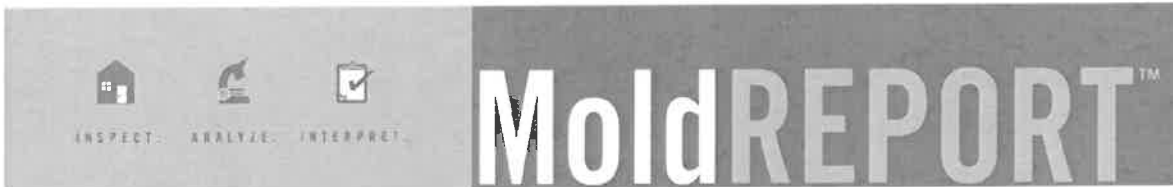
(Source: Illinois Constitution.)

[to preceding Article](#)

[to next Article](#)

[to main Constitution page](#)

Discovery Inspection Services
Jeremy Meek
35 Ashlawn Ave.
Oswego, IL 60543 USA
(630) 854-2454



Eurofins EMLab P&K

www.MoldREPORT.com

info@MoldREPORT.com

Approved by:

Dates of Analysis:

MoldReport Spore trap: 05-02-2022

A handwritten signature in black ink, appearing to read "Dr. Kamash Pillai".

Cluster Leader
Dr. Kamash Pillai

Service SOPs: MoldReport Spore trap (EM-MY-S-1038)
AIHA-LAP, LLC accredited service, Lab ID #176641

All samples were received in acceptable condition unless noted in the Report Comments portion in the body of the report. Due to the nature of the analyses performed, field blank correction of results is not applied. The results relate only to the samples as received and tested. Information supplied by the client which can affect the validity of results: sample air volume.

The analytical sensitivity is the spores/m³ divided by the raw count, expressed in spores/m³. The limit of detection is the analytical sensitivity (in spores/m³) multiplied by the sample volume (in liters) divided by 1000 liters.

Eurofins EMLab P&K ("the Company") shall have no liability to the client or the client's customer with respect to decisions or recommendations made, actions taken or courses of conduct implemented by either the client or the client's customer as a result of or based upon the Test Results. In no event shall the Company be liable to the client with respect to the Test Results except for the Company's own willful misconduct or gross negligence nor shall the Company be liable for incidental or consequential damages or lost profits or revenues to the fullest extent such liability may be disclaimed by law, even if the Company has been advised of the possibility of such damages, lost profits or lost revenues. In no event shall the Company's liability with respect to the Test Results exceed the amount paid to the Company by the client therefor.

Client: Discovery Inspection Services
 Contact: Jeremy Meek
 Project: 224171 Kendall County Forest Preserve District; Ellis House
 Date of Sampling: 04-28-2022
 Date of Receipt: 04-28-2022
 Date of Report: 05-02-2022

MoldREPORT
 Eurofins EMLab P & K
 1815 West Diehl Road, Suite 800, Naperville, IL 60563
 (866) 871-1984 Fax (856) 334-1040

Summary of Sample Analysis Results

Do not take any action based on the results of this report until you have read the entire report.

Air Sample Summary:

The MoldSCORE™ was in the LOW range for the following area(s): 2, 3. A low MoldSCORE™ indicates the air sample did not detect, relative to the outside air, the presence of indoor mold growth in this room at the time of sampling.

Please see the sections titled "Detailed Results of the Air Sample Analysis" and "Understanding Your Air Sample Analysis Results" for important additional information.

Location	MoldSCORE™				Exposure Level					
	Lower <110	200	Higher 300	Mold Score	Lower <200	1K	10K	Higher >70K	Location spores/m3	Outside spores/m3
2: Studio Living Area * see p. 4 for details									< 13	320
3: Studio top of stairway * see p. 5 for details									53	320

Surface Sample Summary:

The surface sample results of 1, 2 indicated mold growth on the surface(s) sampled at the time of sampling.

The surface sample results of 3, 4 did not indicate mold growth on the surface(s) sampled at the time of sampling.

Please see the sections titled "Detailed Results of the Surface Sample Analysis", "Understanding Your Surface Sample Analysis Results", "Important Information, Terms and Conditions" and "Scope and Limitations" for additional information.

Location	Mold Growth	Dominant Types
1: First floor window * see p. 10 for details	Mold Growth	Stachybotrys species
2: First floor window * see p. 11 for details	Mold Growth	Stachybotrys species
3: Studio window * see p. 12 for details	No Mold Growth	None
4: Studio window * see p. 13 for details	No Mold Growth	None

This report is generated by Eurofins EMLab P&K at the request, and for the exclusive use, of the Eurofins EMLab P&K client named in this report. Important terms, conditions, and limitations apply. The Eurofins EMLab P&K client and all readers of this report are advised to completely read the information, terms, conditions and limitations of this report.

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Eurofins EPK Built Environment Testing, LLC

EMLab ID: 2911616, Page 3 of 21

Big Ben Builders

Barry J. Niles

810 Teri Lane

Yorkville, IL 60560

Estimate for Kendall County / Ellis House

Work to be performed:

Removal of old and damaged windows and replace with new Anderson windows to match old windows.

ESTIMATE OF WORK TO BE PERFORMED

Materials:	Framing and misc.	\$400.00
Labor:	37 total hours @ \$50.00 per hours	<u>\$1,850.00</u>
Windows:		<u>\$4,258.10</u>
Total Estimated Cost.....		\$6,508.10

In order to purchase the new windows a 50% down payment is necessary to place the order. In addition, the current labor to measure and meet with the window salesman, open up the wall and evaluate the moisture damage, and apply temporary drywall is 7 hours.

Total amount due to proceed with project is..... \$2,479.05

Date: May 9, 2022

Barry J. Niles



**Forest Foundation of
KENDALL COUNTY**

The Forest Foundation of Kendall County was established in 2006 as a 501(c)3 non-profit organization dedicated to supporting the Kendall County Forest Preserve District's mission to preserve and manage natural areas and open spaces, provide environmental education and offer recreational opportunities.

The Forest Foundation is governed by a voluntary Board of Directors, and operates independently from the District. The Foundation promotes and builds public awareness of the facilities, programs, services, projects, and goals of the Kendall County Forest Preserve District.

The Forest Foundation also sponsors and hosts public special events and festivals to raise awareness of local natural resources. Past events sponsored have included a "Fall Fest," a "Pollinator Fest", a "Winter Woodlands and Wildlife Fest" and "Makin' Maple Magic" program and breakfast. The Foundation also offers guided hikes lead by a Forest Foundation Director to a different forest preserve areas.

Forest Foundation's Directors extend volunteer support to District programs, events and natural resources restoration projects. Most recently, the Foundation supported the District's efforts to enhance the prairie and woodland habitat areas at Hoover and Fox River Bluffs Forest Preserve to support the recovery of the federally endangered Rusty Patched Bumble Bee (*Bombus affinis*).

The Foundation raises additional funds through grants and charitable contributions that directly support the Kendall County Forest Preserve District's environmental education programs, natural resource management efforts, land acquisition, and other special projects.

From 2015 through 2021, the Foundation extended over \$93,000 in grants and direct contributions to the Kendall County Forest Preserve District to complete several important projects and programs as summarized in the chart below.

Forest Foundation of Kendall County, Kendall County, Illinois - Summary of Project Disbursements

Year	Grant Disbursements and Expenditures	Description
2015	\$ 10,000	Ellis House and Equestrian Center Operating Grant
2016	\$ 300	Maple Syrup Pilot Program Grant
	\$ 1,100	Natural Beginnings Preschool Program Professional Development Grant
	\$ 445	Natural Resource Tour Education Program Grant
	\$ 500	Ellis House and Equestrian Center Operating Grant
	\$ 6,125	Stephanie's Garden & Hoover Nature Play Space Phase 1 Capital Grant
	\$ 2,425	Prescribed Fire Equipment Grant
2017-2021	\$ 28,000	Illinois Clean Energy Community Foundation Restoration Challenge Grant
	\$ 11,000	Illinois Clean Energy Community Foundation Amenities and Events Grants
		--Fox River Bluffs Interpretive Kiosk (\$5,000)
		--Fox River Bluffs Restoration Project - Prairie Pollinator Seed Mix (\$500)
		--Hoover Nature Play Space - Hobbit Tunnel Water Feature (\$5,000)
		--Woodlands and Wildlife Winter Fest (\$500)
	\$ 8,000	Little Rock Creek Forest Preserve Acquisition Grant
	\$ 10,000	Stephanie's Garden Improvements: Mud Kitchen; Rain Garden Overlook; Hobbit Tunnel Water Feature
	\$ 5,000	Henneberry Woods and Reservation Woods Floristic Quality Surveys
	\$ 432	Makin' Maple Magic Public Program Sponsorships (3)
	\$ 2,114	Memorial: Henry Weidman (Education Program Grants)
	\$ 5,000	Memorial: Pigott Family Dedication Marker
	\$ 2,720	Memorial: Hafenrichter Bench
	\$ 93,161 Total Project Disbursements: 2015-2021	