

KENDALL COUNTY FOREST PRESERVE DISTRICT

MEETING AGENDA

TUESDAY, MAY 17, 2022

9:00 AM

KENDALL COUNTY OFFICE BUILDING - ROOMS 209 & 210

- I. Call to Order
- II. Pledge of Allegiance
- III. Invocation
- IV. Roll Call
- V. Approval of Agenda
- VI. Public Comments
- VII. ***CONSENT AGENDA**
 - A. Approval of Minutes
 - Kendall County Forest Preserve District Finance Committee Meeting of April 28, 2022
 - Kendall County Forest Preserve District Commission Meeting of May 3, 2022
 - Kendall County Forest Preserve District Special Call Committee of the Whole Meeting of May 4, 2022
 - B. *Approval of Claims in the Amount of \$17,078.17
 - C. ***MOTION**: Approval of an 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
 - D. ***MOTION**: Approval of an Agreement for MP Minooka Ridge Industrial, LLC Building 1 for the Abatement of Real Property Taxes
 - E. ***MOTION**: Approval of an Agreement for MP Minooka Ridge Industrial, LLC Building 2 for the Abatement of Real Property Taxes
 - F. ***MOTION**: Approval of an NASPO ValuePoint Participating Addendum with T-Mobile USA Inc. for Wireless, Data, Voice and Accessories to the Master Agreement No. MA176 Led by the State of Utah
- VIII. **OLD BUSINESS**

No agenda items posted for consideration.
- IX. **NEW BUSINESS**
 - A. ***MOTION**: Approval of a Pilot Program Expansion of the Natural Beginnings Early Learning Program Mixed-Age (3-6 Years) M-W-F PM Session from 12 Students-2 Instructors to 18 Students-3 Instructors
- X. Public Comments
- XI. Executive Session
- XII. Other Items of Business
 - Pollinator Fest & Forest Foundation of Kendall County Hoover Nature Play Space Donor Recognition Event – Hoover Forest Preserve – May 21, 2022 from 10 am to Noon
 - Kendall County and Kendall County Forest Preserve District – State of the County Event – Friday, June 3, 2022 @ Meadowhawk Lodge
- XIII. Adjournment

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

**KENDALL COUNTY FOREST PRESERVE DISTRICT
FINANCE COMMITTEE MEETING MINUTES
APRIL 28, 2022**

I. Call to Order

Chairman Gengler called the meeting to order at 4:01 pm in the Kendall County Administration Building, rooms 209 and 210.

II. Roll Call

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

Commissioners DeBolt, Gilmour, Kellogg, Vickers, and Gengler were all present.

III. Approval of Agenda

Commissioner DeBolt made a motion to approve the meeting agenda as presented. Seconded by Commissioner Vickers. Aye, all. Opposed, none.

IV. Public Comments

No public comments were offered from citizens present.

V. Motion to Forward Claims to Commission for Approval

Commissioner Vickers made a motion to forward claims in the amount \$16,664.43 to Commission for approval. Seconded by Commissioner Kellogg. Aye, all. Opposed, none.

VI. Review of Financial Statements through March 31, 2022

Director Guritz presented an overview on the financial statements through March 31, 2022.

VII. Pickerill-Pigott Estate House Construction Project Management

a) Architect's Recommendations; IDNR Scope of Work Review and Reduced Scope Discussion

b) Discussion of Donating Contractor Outreach and Pre-Bid Construction Activities

Director Guritz presented an updates on the Pickerill-Pigott Estate House construction project pre-bid construction activities.

Finance Committee discussed the District's ability to accept donated services and materials from contractors for the Pickerill Estate House.

VIII. Capital Funds Cash Flow Analysis - Updated

Director Guritz presented an updated Capital Funds Cash Flow Analysis. Assistant County Administrator Caldwell will be consulted to insure report accuracy. Based on the cash flow analysis, the District is able to move forward on the Fox River Bluffs RTP Public Access Project. The FY22 budget will need to be amended after bid results are known in order to effect the transfers needed and approve the construction contract.

IX. Other Items of Business

- a) **Groot Inc. Overpayment Credit**
- b) **T-Mobile Service Proposal (Phones and Wireless Internet)**
- c) **Grounds Maintenance Division – Staffing Updates and Salary Analysis**
- d) **Mower Replacement Discussion and Quotes Received**
- e) **Disclosure and Consent to Common Representation – Whitt Law LLC**

Director Guritz presented an update on the Groot Inc. overpayment for dumpster service. The District has not received the requested refund at this point.

Director Guritz presented a proposal for changing the District's cellular service provider to T-Mobile.

Antoinette White, Grounds and Natural Resources Division Supervisor, presented an overview on a market study for the full-time Grounds Maintenance salaries. The Finance Committee requested inclusion and comparison of the value of the benefits package extended by the District and other agencies.

Commissioner DeBolt made a motion to forward the DeKane quote for the purchase of a Cub Cadet XT1 ST54 in the amount of \$3,099.00 to Commission for approval. Seconded by Commissioner Gilmour. Aye, all. Opposed, none.

Commissioner Gilmour made a motion to forward the Disclosure and Consent to Common Representation – Whitt Law LLC to Commission for approval. Seconded by Commissioner DeBolt. Aye, all. Opposed, none.

X. Public Comments

No public comments were offered from citizens in attendance.

XI. Executive Session

None.

XII. Adjournment

Commissioner DeBolt made a motion to adjourn. Seconded by Commissioner Vickers. Aye, all. Opposed, none.

Meeting adjourned at 5:15 pm.

Respectfully submitted,

David Guritz
Director, Kendall County Forest Preserve District

**KENDALL COUNTY FOREST PRESERVE DISTRICT
COMMISSION MEETING MINUTES
MAY 3, 2022**

I. Call to Order

President Gilmour called the meeting to order at 6:00 pm in the Kendall County Office Building - Second Floor Board Rooms 209 and 210.

II. Pledge of Allegiance

All present recited the Pledge of Allegiance.

III. Invocation

An invocation was offered by Commissioner Gengler.

IV. Roll Call

X	Cesich	X	Gryder
X	DeBolt (entered meeting at 10:53 am)	X	Kellogg
X	Flowers	X	Koukol
X	Gengler	X	Rodriguez
X	Gilmour	X	Vickers

Roll call: Commissioners Cesich, DeBolt, Flowers, Gengler, Gryder, Kellogg, Vickers, and Gilmour were all present.

V. Approval of Agenda

Commissioner DeBolt made a motion to approve the agenda. Seconded by Commissioner Flowers. Aye, all. Opposed, none.

VI. Public Comment

No public comments were offered from citizens in attendance.

VII. CONSENT AGENDA

A. Approval of Minutes

- Kendall County Forest Preserve District Committee of the Whole Meeting of April 12, 2022
- Kendall County Forest Preserve District Commission Meeting of April 19, 2022

B. Approval of Claims in the Amount of \$16,664.43

C. MOTION: Approval of a Letter and Consent to Common Representation with Whitt Law LLC for the LSP-Kendall Energy LLC Taxing Bodies Consortium

- D. MOTION: Approval of a Proposal from DeKane Equipment Corporation of Big Rock, Illinois for the Purchase of a Cub Cadet XT1 ST54 (54" Fabricated Deck) Riding Mower in the amount of \$3,099.00.**

Commissioner Cesich made a motion to approve the Consent Agenda as amended. Seconded by Commissioner Rodriguez.

Motion: Commissioner Cesich					
Second: Commissioner Rodriguez					
Roll call: Approval of Amended Consent Agenda					
Commissioner	Aye	Opposed	Commissioner	Aye	Opposed
Cesich	X		Gryder	X	
DeBolt	X		Kellogg	X	
Flowers	X		Koukol	X	
Gengler	X		Rodriguez	X	
Gilmour	X		Vickers	X	
Motion unanimously approved.					

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

VIII. OLD BUSINESS

None.

IX. NEW BUSINESS

- A. Review of a Special Use Permit for the University of Illinois – Kendall County Extension Office for Use of the Moonseed Bunkhouse Pavilion, Plus Two Bundles of Firewood for an Outdoor Adventures 4H Program on May 4, 2022
- B. Approval of a Special Use Permit, Including Waiving of All Fees for the University of Illinois – Kendall County Extension Office for the Use of the Moonseed Bunkhouse, Plus Two Bundles of Firewood for an Outdoor Adventure 4H Program (Final Dates TBD)

Commissioner Kellogg made a motion to approve a Special Use Permit for the University of Illinois – Kendall County Extension Office extending use of the Moonseed bunkhouse pavilion, plus two bundles of firewood for an Outdoor Adventures - 4H program on May 4, 2022, and a Special Use Permit, including approval of an exchange of services in lieu of fees and charges for the University of Illinois – Kendall County Extension Office for the Use of the Moonseed bunkhouse, plus two bundles of firewood for an Outdoor Adventure – 4H program (Final Dates TBD), with the Extension office supporting a District oak ecosystem recovery workday and 2022 summer program social-medial marketing push. Seconded by Commissioner DeBolt.

Motion: Commissioner Kellogg
 Second: Commissioner DeBolt

Roll call: University of Illinois – Extension Office 4H Program Services Exchange

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

Motion unanimously approved.

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

- C. Approval of a Special Use Permit for the Yeshiva Ohr Boruch – The Veitzener Cheder of Chicago, Illinois for Use of Harris Forest Preserve – Shelter 1, 4 and 7 for a Youth Summer Camp Picnic (180 students) for \$300, Plus a \$50 District Staff Support Fee on June 30. 2022

Commissioner Cesich made a motion to approve a Special Use Permit for the Yeshiva Ohr Boruch – The Veitzener Cheder of Chicago, Illinois for Use of Harris Forest Preserve – Shelter 1, 4 and 7 for a Youth Summer Camp Picnic (180 students) for \$300, Plus a \$50 District Staff Support Fee on June 30. 2022. Seconded by Commissioner Flowers.

Motion: Commissioner Kellogg
 Second: Commissioner DeBolt

Roll call: Special Use Permit – Yeshiva Ohr Boruch – The Veitzener Cheder of Chicago

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

Motion unanimously approved.

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

X. Public Comments

No public comments were offered by citizens in attendance.

XI. Executive Session

None.

XII. Other Items of Business

- Kendall County Forest Preserve District – Special Call – Committee of the Whole Meeting: Wednesday, May 4, 2022 at 5:00 pm at Pickerill-Pigott Forest Preserve – 6350 A. Minkler Road Yorkville, IL 60560
- Pollinator Fest & Forest Foundation of Kendall County Hoover Nature Play Space Donor Recognition Event – Hoover Forest Preserve – May 21, 2022 from 10 am to Noon
- Kendall County and Kendall County Forest Preserve District – State of the County Event – Friday, June 3, 2022 @ Meadowhawk Lodge
- Facility Use Permit: Kendall County Court Services Office Training and Teambuilding Event – July 20, 2022 @ Meadowhawk Lodge

XIII. Adjournment

Commissioner Gryder made a motion to adjourn. Seconded by Commissioner Flowers.
Aye, all. Opposed, none.

Meeting adjourned at 6:09 pm.

Respectfully submitted,

David Guritz
Director, Kendall County Forest Preserve District

**KENDALL COUNTY FOREST PRESERVE DISTRICT
SPECIAL CALL - COMMITTEE of the WHOLE
MEETING MINUTES
MAY 4, 2022**

I. Call to Order

President Gilmour called the Special Call – Committee of the Whole meeting to order at 5:07 pm in the Pickerill Estate House at the Pickerill-Pigott Forest Preserve.

II. Roll Call

X	Cesich (entered the meeting 5:15 pm)		Gryder
X	DeBolt	X	Kellogg
X	Flowers (entered the meeting 5:32 pm)	X	Koukol
X	Gengler(entered the meeting 5:08 pm)	X	Rodriguez
X	Gilmour	X	Vickers

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

Commissioner Cesich entered the meeting at 5:15 pm.

Commissioner Flowers entered the meeting at 5:32pm.

III. Approval of Agenda

Commissioner DeBolt made a motion to approve the meeting agenda as presented. Seconded by Commissioner Rodriguez. Aye, all. Opposed, none.

IV. Public Comments

Commissioner Kellogg extended comments to express the desires of Kurt and Karla Hoinkes to be present, and regrets for inability to attend due to last minute events.

V. OLD BUSINESS

No items posted for consideration.

VI. NEW BUSINESS

- a) **Pickerill-Pigott Forest Preserve – Ken Pickerill Estate House Public Access Improvements Status Updates**
- b) **Discussion of Proposed Estate House Improvement Donations and Contributions**
- c) **IDNR Consultation – Proposed Scope of Work Change Requests and Potential Site Plan Changes**
- d) **Estate House and Grounds Site Preparation Activities – Selective Demolition Projects**

The Committee of the Whole held an open discussion with Chris Hanson, Project Architect and David Guritz, Executive Director about the scope of pre-construction project activities under discussion for the Ken Pickerill Estate House.

Commissioner Cesich entered the meeting at 5:15 pm.

Contractors present were engaged to discuss potential donations to the project including a donation of site excavation and material removals; fabrication and installation of the structural steel columns for the pavilion, and site plumbing rough-in for the public washrooms.

Project Architect Hanson provided pre-construction activities that could be completed prior to re-bidding the project in mid-August.

Project Architect Hanson requested that information on the full scope of volunteer activities and donations be provided to him in the next three weeks.

Commissioner Flowers entered the meeting at 5:32 pm.

David Guritz discussed the need for consultation with the IDNR for any significant changes in scope of work. At this time, no significant changes are anticipated. The project will be re-bid to include all required elements under the IDNR-PARC grant.

XVIII. Public Comments

No public comments were offered from citizens in attendance.

XIX. Executive Session

None.

XX. Summary of Action Items

Director Guritz provided a summary of action items.

XXI. Adjournment

Commissioner Cesich made a motion to adjourn at 6:04 pm. Seconded by Commissioner Flowers. Aye, all. Opposed, none.

Respectfully submitted,

David Guritz
Director, Kendall County Forest Preserve District

Claims Listing

5/11/2022 2:57:57 PM

Department	Vendor #	Vendor Name	Invoice #	Invoice Description	GL Account	Description	Invoice Amount
Ellis Birthday Parties	51	SYNCB/AMAZON	1VMC-DQHL-RTF3	Horeshoes-Ellis Bday party craft	19001165 63030	Program Supplies	\$98.99
						Sub-Total	\$98.99
					Ellis Birthday Parties	Total	\$98.99
Ellis Grounds	1323	MENARDS	41131	Round Up, Nozzle-Ellis Grounds	19001162 68580	Grounds and Maintenance	\$72.95
						Sub-Total	\$72.95
					Ellis Grounds	Total	\$72.95
Ellis House	541	FIRST NATIONAL BANK OF OMAHA	Guritz3853051522	Guritz Credit Card	19001160 62270	Utilities	\$164.72
						Sub-Total	\$164.72
						Total	
Ellis Riding Lessons	51	SYNCB/AMAZON	1W47-14PD-NNHD	Water Cooler Dispenser-Ellis House	19001160 68580	Grounds and Maintenance	\$112.50
	1323	MENARDS	41830	Menards Ellis House-Odor Eliminator, Auto Spray	19001160 68580	Grounds and Maintenance	\$14.96
						Sub-Total	\$127.46
					Ellis House	Total	\$292.18
	51	SYNCB/AMAZON	1VD4-DTTD-H371	Amazon-Joint Supplement for Horses	19001164 63000	Animal Care & Supplies	\$135.18

Ellis Riding Lessons	541	FIRST NATIONAL BANK OF OMAHA	Guritz385305152 2	Guritz Credit Card	19001164 63000	Animal Care & Supplies	\$1,489.76
						Sub-Total	\$1,624.94
Ellis Weddings					Ellis Riding Lessons	Total	\$1,624.94
Environ. Educ. Laws of Nature	3131	GROOT INC	8786758T102	Groot Waste Services April 2022	19001168 63070	Refuse Pickup	\$109.55
						Sub-Total	\$109.55
Environ. Educ. Laws of Nature					Ellis Weddings	Total	\$109.55
Environ. Educ. Other Pblc Prg	1464	NORTHERN SAFETY CO, INC	904784487	Rubber Gloves-Grounds and animal care	19001180 63030	Program Supplies	\$16.19
						Sub-Total	\$16.19
Environ. Educ. Other Pblc Prg					Environ. Educ. Laws of Nature	Total	\$16.19
Environental Educ. Natrl Beg.	541	FIRST NATIONAL BANK OF OMAHA	Wiencke3433051 522	Wiencke Credit Card-NB Supplies	19001179 63030	Program Supplies	\$41.15
						Sub-Total	\$41.15
Environental Educ. Natrl Beg.					Environ. Educ. Other Pblc Prg	Total	\$41.15
Environental Educ. Natrl Beg.	541	FIRST NATIONAL BANK OF OMAHA	Wiencke3433051 522	Wiencke Credit Card-NB Supplies	19001178 63030	Program Supplies	\$110.91
						Sub-Total	\$110.91
Environental Educ. Natrl Beg.					Environental Educ. Natrl Beg.	Total	\$110.91

1343	MIDWEST ENVIRONMENTAL	22-210	Aux Sable Asbestos Sampling	190711	66500	Miscellaneous Expense	\$1,155.00
						Sub-Total	\$1,605.00
1665	SHAW MEDIA	10085118	Shaw Media-Website Hosting	190011	68430	Marketing / Publicity	\$59.99
						Sub-Total	\$59.99
51	SYNCB/AMAZON	1VMC-DQHL-4MPX	Play space weed barrier, stakes	190011	68500	Project Fund Expenses	\$136.47
541	FIRST NATIONAL BANK OF OMAHA	Guritz385305152 2	Guritz Credit Card	190011	68500	Project Fund Expenses	\$198.34
542	FIRST PLACE RENTAL	328986	Equipment Rental for Nature Play Space Repairs	190011	68500	Project Fund Expenses	\$459.42
						Sub-Total	\$794.23
236	CENTRAL LIMESTONE CO INC	28848	Gravel for Pickerill	191411	68530	Preserve Improvements	\$618.88
						Sub-Total	\$618.88
1141	KENDALL COUNTY COLLECTOR	2021 Tax Bill	2021 Tax Bill-Kendall County Morgan Creek	190011	68540	Contributions	\$946.62
						Sub-Total	\$946.62
49	AMALGAMATED BANK OF CHICAGO	1855720005 MAY 2022	BOND 2015 TRUST 1855720005 MAY 2022 - APRIL 2023	190311	68640	Fiscal Agent Fee	\$475.00
49	AMALGAMATED BANK OF CHICAGO	1856060001 MAY 2022	BOND 2016 TRUST 1856060001 MAY 2022 - APRIL 2023	190311	68640	Fiscal Agent Fee	\$475.00
						Sub-Total	\$950.00

Forest Preserve		Forest Preserve Director		Total	Total	
413	DEKANE EQUIPMENT CORP	RA50141	Hydraulic Leak repair	19001183 62160	Equipment	\$487.56
541	FIRST NATIONAL BANK OF OMAHA	Vick6660051522	Vick Credit Card-Flatstos Repair	19001183 62160	Equipment	\$20.00
556	FLATSO'S TIRE SHOP	23379	Flatso's Carlisle Trac	19001183 62160	Equipment	\$138.76
1060	JOHN DEERE FINANCIAL	1113-29745051522	Grounds Stihl Equipment	19001183 62160	Equipment	\$36.77
					Sub-Total	\$683.09
1153	KENDALL CO HIGHWAY DEPT	042022	Fuel for April 2022	19001183 62180	Gasoline / Fuel / Oil	\$1,028.16
					Sub-Total	\$1,028.16
1655	SERVICE SANITATION, INC	50-493234051522	Portapotty services	19001183 63070	Refuse Pickup	\$609.62
3131	GROOT INC	8786758T102	Groot Waste Services April 2022	19001183 63070	Refuse Pickup	\$415.09
					Sub-Total	\$1,024.71
51	SYNCB/AMAZON	1QYL-RDGC-FMWZ	Stapler, Trail Markers	19001183 63110	Shop Supplies	\$24.95
506	ELBURN NAPA, INC.	448-311409	Bug & Tar Sponge	19001183 63110	Shop Supplies	\$5.79
541	FIRST NATIONAL BANK OF OMAHA	White5931051522	White Credit Card-Trail Markers	19001183 63110	Shop Supplies	\$139.99
1464	NORTHERN SAFETY CO, INC	904784487	Rubber Gloves-Grounds and animal care	19001183 63110	Shop Supplies	\$152.01
1820	UNIQUE PRODUCTS & SERVICE	430400-1	Hoover/Harris Shop Supplies	19001183 63110	Shop Supplies	\$303.10
					Sub-Total	\$625.84

Grounds and Natural Resources													
1849	VERIZON	9904510047	Verizon Cell Phones	19001183	63540	Telephones							\$680.93
2225	AIR WANS WIRELESS BROADBAND	173457	Air Wans Ellis Internet Services	19001183	63540	Telephones							\$74.95
												Sub-Total	\$755.88
												Total	\$4,117.68
Hoover													
3603	NANCY ELLEN	22-00007	MHL Sec Dep Return	19001171	63040	Security Deposit Refund							\$157.50
3627	BRIANNA RODRIGUEZ	22-00056	MHL Sec Dep Return	19001171	63040	Security Deposit Refund							\$245.00
3628	VICKI BOURGEOIS	22-00059	Blazing Star Sec Dep Return	19001171	63040	Security Deposit Refund							\$100.00
												Sub-Total	\$502.50
2047	COMED	07560810170515 22	ComEd Hoover Bathroom	19001171	63100	Electric							\$299.14
2047	COMED	19380210810515 22	ComEd Hoover RESidence	19001171	63100	Electric							\$115.74
												Sub-Total	\$414.88
1323	MENARDS	41416	Supplies for Hoover-grounds, buildings, shop	19001171	63110	Shop Supplies							\$43.66
1464	NORTHERN SAFETY CO, INC	904782940	Hoover Gloves, show covers	19001171	63110	Shop Supplies							\$140.31
1820	UNIQUE PRODUCTS & SERVICE	430400-1	Hoover/Harris Shop Supplies	19001171	63110	Shop Supplies							\$177.48
												Sub-Total	\$361.45

Hoover	51	SYNCB/AMAZON	1HJ3-DL4X-TTDH	Ignitor for Oven at Hoover	19001171 63120	Building Maintenance	\$23.80
	1323	MENARDS	41416	Supplies for Hoover-grounds, buildings, shop	19001171 63120	Building Maintenance	\$132.75
	1605	RIEMENSCHNEIDER ELECTRIC	12878	Hoover building maintenance	19001171 63120	Building Maintenance	\$1,650.58
						Sub-Total	\$1,807.13
Hoover	1323	MENARDS	41416	Supplies for Hoover-grounds, buildings, shop	19001171 68580	Grounds and Maintenance	\$130.28
	1323	MENARDS	41417	Treated Wood for Hoover Guardrail repairs	19001171 68580	Grounds and Maintenance	\$818.12
						Sub-Total	\$948.40
					Hoover	Total	\$4,034.36
Pickerill - Pigott	2047	COMED	5514228011051522	ComEd Pickerill House	19001184 63100	Electric	\$231.59
	2047	COMED	5514229027051522	ComEd Pickerill	19001184 63100	Electric	\$14.05
						Sub-Total	\$245.64
					Pickerill - Pigott	Total	\$245.64
					Grand Total	\$17,078.17	

**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.

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.

Minooka Fire Protection District

BY:

Authorized Officer

Date

ATTESTED:

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

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

EXHIBIT "A"

Commonly known as:

Permanent Index No.: Pins for Building 1

Legal Description: Legal Description for Building 1

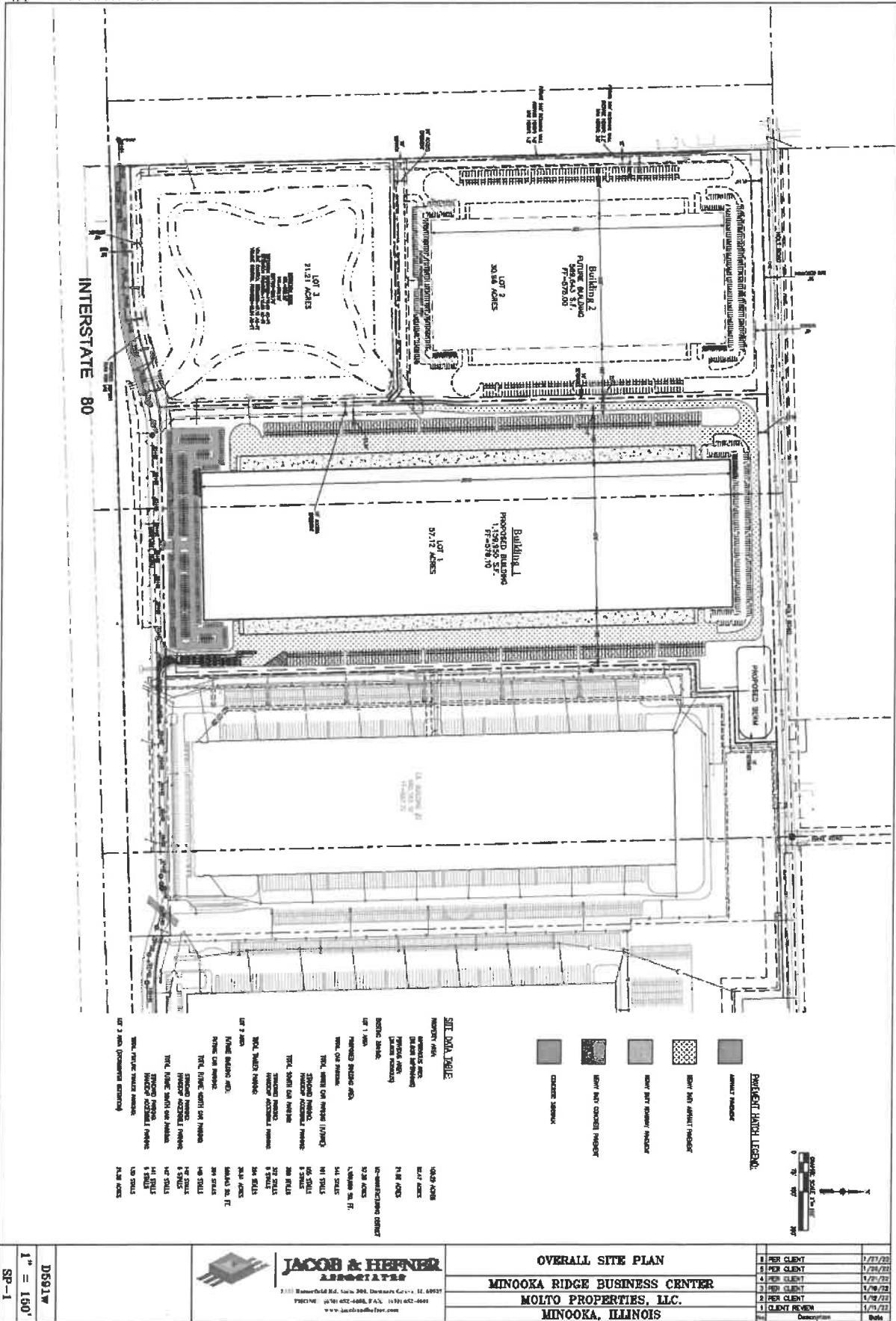
**AGREEMENT
FOR
MP Minooka Ridge Industrial, LLC
ABATEMENT OF REAL PROPERTY TAXES**

EXHIBIT "B"

Site Plan Depicting Building 1

{See Attached}

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**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.

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.

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

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

EXHIBIT "A"

Commonly known as:

Permanent Index No.: Pins for Building 2

Legal Description: Legal Description for Building 2

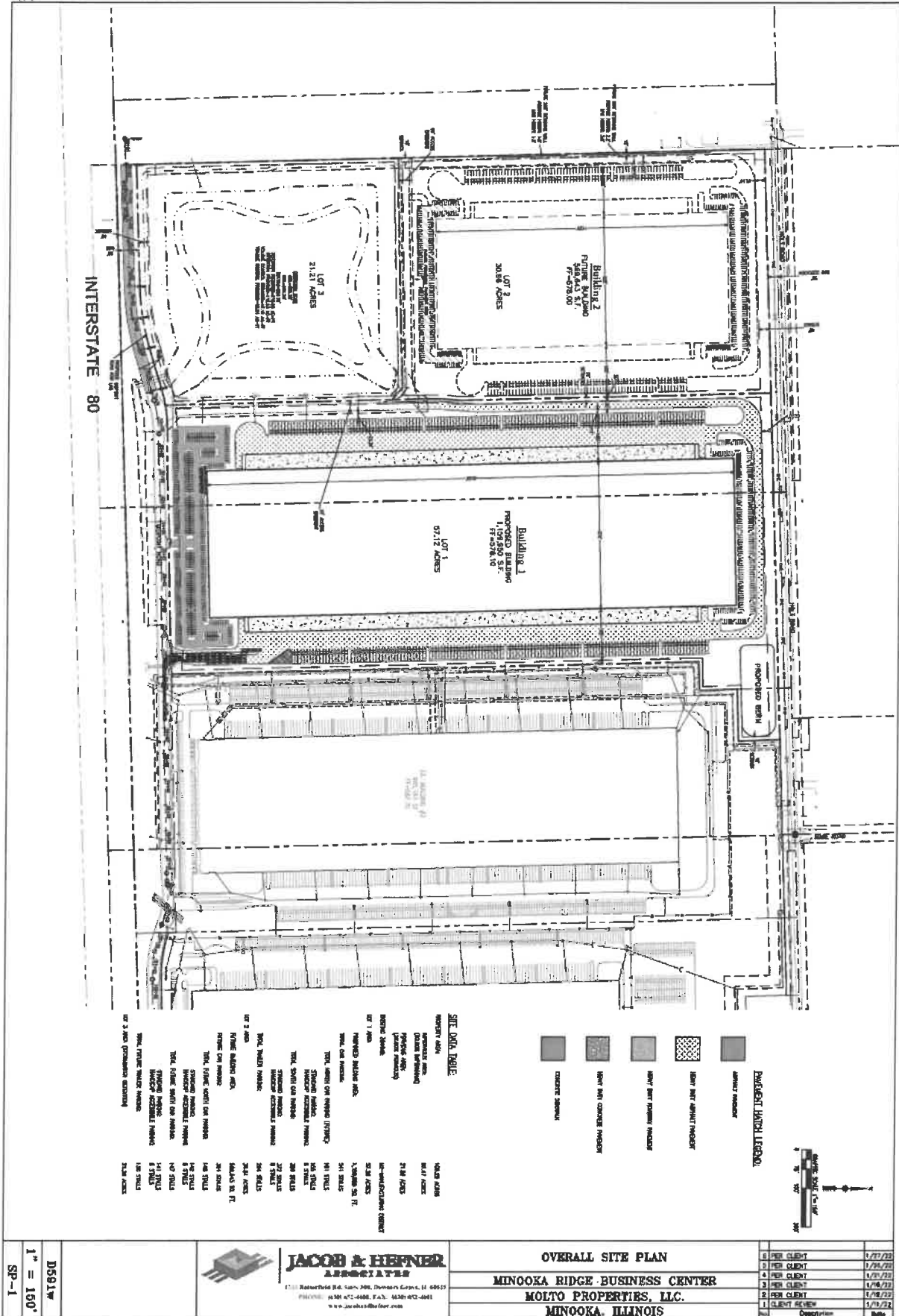
**AGREEMENT
FOR
MP Minooka Ridge Industrial, LLC
ABATEMENT OF REAL PROPERTY TAXES**

EXHIBIT "B"

Site Plan Depicting Building 2

{See Attached}

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**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**