

**KENDALL COUNTY FOREST PRESERVE DISTRICT
MEETING AGENDA
TUESDAY, SEPTEMBER 5, 2023
6:00 PM
KENDALL COUNTY OFFICE BUILDING - ROOMS 209 & 210**

- I. Call to Order
- II. Pledge of Allegiance
- III. Invocation
- IV. Roll Call:
Brian DeBolt (President), Ruben Rodriguez (Vice President), Seth Wormley (Secretary), Scott Gengler, Jason Peterson, Zach Bachmann, Elizabeth Flowers, Matt Kellogg, Dan Koukol, and Brooke Shanley
- V. Approval of Agenda
- VI. Public Comments
- VII. ⁽¹⁾ **CONSENT AGENDA**
 - A. Approval of Minutes
 - Kendall County Forest Preserve District Committee of the Whole Meeting of August 8, 2023
 - Kendall County Forest Preserve District Commission Meeting of August 15, 2023
 - Kendall County Forest Preserve District Finance Committee Meeting of August 24, 2023
 - B. ⁽¹⁾ Approval of Claims in the Amount of \$66,552.00
 - C. ⁽¹⁾ **MOTION:** Approval of a Contractual Agreement with Mack & Associates, P.C. for Annual Auditing and Financial Reporting Services for an Amount Not-to-Exceed \$9,500.00 for FY23; \$9,785.00 for FY24; \$10,075.00 for FY25; \$10,375.00 for FY26, and \$10,685.00 for FY27
- VIII. **OLD BUSINESS**
 - A. Pickerill-Pigott Construction Updates
 - Lite Construction – Remaining Punch List Items
 - IDNR Grant Agreement # PARC 21-114 - Timeline for Submission of the Final Billing Statement
 - GRNE Solar Array Installation Updates
- IX. **NEW BUSINESS**
 - A. **MOTION:** Approval of a Request for Kendall County State’s Attorney’s Office Review of a Draft Intergovernmental Agreement with the Village of Minooka in Support of a FY23 State of Illinois – Department of Natural Resources OSLAD/LWCF Grant Application to Acquire Parcel #09-34-300-010 (18.13 +/- acres) and Parcel #09-15-300-022 (32.29 +/- acres) from The Conservation Foundation
- X. Committee Chairman Reports: Seth Wormley (Finance) and Dan Koukol (Operations)
- XI. Public Comments
- XII. Executive Session
- XIII. **OTHER ITEMS OF BUSINESS**
- XIV. Adjournment

(1) Requires affirmative vote of the majority of those elected (6) for passage (KCFPD Rules of Order Section I.G.3.b.v.a)

**KENDALL COUNTY FOREST PRESERVE DISTRICT
COMMITTEE of the WHOLE MEETING MINUTES**

AUGUST 8, 2023

I. Call to Order

President DeBolt called the meeting to order at 4:30 pm in the Kendall County Office Building – Second Floor County Board Meeting Rooms 209 and 210.

II. Roll Call

X	Bachmann	X	Koukol
X	DeBolt	X	Peterson
X	Flowers (entered meeting at 4:35 pm)	X	Rodriguez
	Gengler	X	Shanley
	Kellogg	X	Wormley

Commissioners Bachmann, Koukol, Peterson, Rodriguez, Shanley, Wormley, and DeBolt were all present. Commissioner Flowers entered the meeting at 4:35 pm.

III. Approval of Agenda

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

IV. Public Comments

President DeBolt provided public comment on behalf of Millbrook Trail Rides to extend their appreciation for the approval of the trail use agreement.

V. Executive Director’s Report

Director Guritz, provided updates on District projects and programs.

VI. Motion to Forward Claims to Commission

Commissioner Shanley made a motion to forward claims to Commission for approval. Seconded by Commissioner Koukol. Aye, all. Opposed, none.

VII. Review of Preliminary Financial Statements through July 31, 2023

Director Guritz presented an overview of the preliminary financial statements through July 31, 2023. The District is on track for meeting its budget objectives.

VIII. OLD BUSINESS

a) MOTION: Approval to Forward an Intergovernmental Agreement for the Removal of the Little Rock Creek Low Head Dam to Commission and the Kendall County Board for Approval on August 15, 2023

Commissioner Shanley made a motion to forward an Intergovernmental Agreement for the Removal of the Little Rock Creek Low Head Dam to Commission and the Kendall County Board for Approval on August 15, 2023. Seconded by Commissioner Bachmann. Aye, all. Opposed, none.

IX. NEW BUSINESS

a) Encroachment Report – Blackberry Creek Forest Preserve

Director Guritz presented an encroachment report (mowing/landscape material dumping) at Blackberry Creek Forest Preserve.

XVIII. Other Items of Business

a. Pickerill Estate House Construction Project Updates

i. MOTION: Approval to Forward Lite Construction Change Order #007 to Commission for Approval

ii. GRNE Solar Array Installation Progress

Commissioner Shanley made a motion to forward a Lite Construction Change Order #007 to Commission for approval. Seconded by Commissioner Koukol. Aye, all. Opposed, none.

Director Guritz provided updates on the GRNE Solar Array installation.

XIX. Committee Chairman Reports: Seth Wormley (Finance) and Dan Koukol (Operations)

Finance Chair Wormley reported the Committee is in discussion of projects for ARPA funding.

Operations Chair Koukol reported the next Committee meeting is September 6, 2023.

XX. Public Comments

No public comments were offered from citizens in attendance.

XXI. Executive Session

None.

XXII. Summary of Action Items

Director Guritz, provided a summary of action items to be presented to Commission for approval.

XXIII. Adjournment

Commissioner Flowers made a motion to adjourn. Seconded by Commissioner Wormley. Aye, all. Opposed, none. Meeting adjourned at 5:12 pm.

Respectfully submitted,

David Guritz
Director, Kendall County Forest Preserve District

**KENDALL COUNTY FOREST PRESERVE DISTRICT
COMMISSION MEETING MINUTES
AUGUST 15, 2023**

I. Call to Order

President DeBolt called the meeting to order at 10:44 am in the Kendall County Office Building - Second Floor Board Meeting Rooms 209 and 210.

II. Pledge of Allegiance

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

III. Invocation

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

IV. Roll Call

X	Bachmann	X	Koukol
X	DeBolt		Peterson
	Flowers	X	Rodriguez
X	Gengler	X	Shanley
X	Kellogg (entered meeting at 10:46 pm)	X	Wormley

Roll call: Commissioners Bachmann, Gengler, Koukol, Rodriguez, Shanley, Wormley, and DeBolt were all present.

Commissioner Kellogg entered the meeting at 10:46 pm.

V. Approval of Agenda

Commissioner Gengler made a motion to approve the agenda as presented. Seconded by Commissioner Bachmann. 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 Finance Committee Meeting of July 27, 2023
- Kendall County Forest Preserve District Commission Meeting of August 2, 2023

B. Approval of Claims in the Amount of \$13,526.11

- C. **MOTION:** Approval of an Intergovernmental Agreement between Kendall County and the Kendall County Forest Preserve District for the Commitment of Kendall County Fox River Watershed Escrow Funds up to \$336,561.33 to Serve as the Required Local 40% Match for a District-Sponsored USEPA Section 319 Grant Application for the Removal of the Low Head Dam and Related Soil Erosion Control and Water Quality Improvement Projects at Little Rock Creek Forest Preserve
- D. **MOTION:** Approval of Change Order #007 for Lite Construction Contract #19-429-1250 - Ken Pickerill House Renovations Project for the Installation of Wireless Light Fixture Dimmer Switches in the Amount of \$3,111.00, Resulting Contract Increase of \$3,111.00, and Increase to the Total Contract Cost to \$1,100,242.00

Commissioner Bachmann made a motion to approve the Consent Agenda. Seconded by Commissioner Shanley.

Motion: Commissioner Bachmann					
Second: Commissioner Shanley					
Roll call: Consent Agenda					
Commissioner	Aye	Opposed	Commissioner	Aye	Opposed
Bachmann	X		Koukol	X	
DeBolt	X		Peterson		
Flowers			Rodriguez	X	
Gengler	X		Shanley	X	
Kellogg			Wormley	X	
Motion unanimously approved.					

Roll call: Commissioners Bachmann, Gengler, Koukol, Rodriguez, Shanley, Wormley, and DeBolt, aye. Opposed, none. Motion unanimously approved.

VIII. OLD BUSINESS

No items posted for consideration.

IX. NEW BUSINESS

No items posted for consideration.

Commissioner Kellogg entered the meeting at 10:46 pm.

X. Committee Chairman Reports: Commissioners Wormley (Finance) and Koukol (Operations)

No reports from either Committee.

XI. Public Comments

No public comments were offered from citizens in attendance.

XII. Executive Session

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

Motion: Commissioner Gengler
Second: Commissioner Koukol

Roll call: Executive Session

Commissioner	Aye	Opposed	Commissioner	Aye	Opposed
Bachmann	X		Koukol	X	
DeBolt	X		Peterson		
Flowers			Rodriguez	X	
Gengler	X		Shanley	X	
Kellogg	X		Wormley	X	

Motion unanimously approved.

Roll call: Commissioners Bachmann, Gengler, Kellogg, Koukol, Rodriguez, Shanley, Wormley, and DeBolt, aye. Opposed, none. Motion unanimously approved.

Executive Session called to order at 10:50 am.

Commissioner Shanley made a motion to adjourn executive session at 10:52 pm. Seconded by Commissioner Kellogg. Aye, all. Opposed, none.

XIII. Other Items of Business

No items posted for consideration.

XIV. Adjournment

Commissioner Kellogg made a motion to adjourn. Seconded by Commissioner Peterson. Aye, all. Meeting adjourned at 10:53 am.

Respectfully submitted,

David Guritz
Director, Kendall County Forest Preserve District

**KENDALL COUNTY FOREST PRESERVE DISTRICT
FINANCE COMMITTEE MEETING MINUTES
AUGUST 24, 2023**

I. Call to Order

Chairman Wormley called the meeting to order at 6:06 pm in the Kendall County Administrative Office Building, Rooms 209 and 210.

II. Roll Call

	Bachmann		Koukol
X	DeBolt	X	Peterson
	Flowers		Rodriguez
	Gengler		Shanley
	Kellogg	X	Wormley

Commissioners DeBolt, Peterson, and Wormley were all present.

III. Approval of Agenda

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

OLD BUSINESS

A. FY24 and FY25 ARPA Budget Draft and Development Work Plan

The Finance Committee reviewed the draft ARPA project plan and budget. This will be considered a working document updated as project estimates are received.

B. FY24 Farm License Agreements - Discussion and Directions

The Finance Committee reviewed and discussed the FY24 Farm License agreements. Direction was received to negotiate the FY24 farm license agreement changes for Baker Woods Forest Preserve with Kyle Connell.

NEW BUSINESS

A. Mack & Associates Audit Engagement Letter

Commissioner Peterson made a motion to forward the Mack & Associates Audit Engagement Letter to Commission for approval. Seconded by Commissioner DeBolt. Aye, all. Opposed, none.

B. FY24 Preliminary Budget – Overview and Discussion

The Finance Committee reviewed and discussed the preliminary budget. Director Guritz reported that Latreese Caldwell will be assisting with development of the debt service budgets.

Finance Chair Wormley provided direction to schedule interest earning transfers from the District’s debt service funds into the District’s capital fund 1907, and to schedule the Hughes remainder estate donation for deposit in the District’s endowment fund 1904.

Other Items of Business

No items posted for consideration.

VI. Public Comments

No public comments were offered from citizens in attendance.

VII. Executive Session

None.

VIII. Adjournment

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

Meeting adjourned at 6:58 pm.

Respectfully submitted,

David Guritz
Executive Director

Claims Listing

8/23/2023 10:18:37 AM

Department	Vendor #	Vendor Name	Invoice #	Invoice Description	GL Account	Description	Invoice Amount
Ellis Barn	2047	COMED	936154801108312 3	ComEd Ellis House	19001161	Utilities	\$453.37
						Sub-Total	\$453.37
	1323	MENARDS	79079	Ellis-Furnace filters, odor eliminator	19001161 68580	Grounds and Maintenance	\$5.99
						Sub-Total	\$5.99
					Ellis Barn	Total	\$459.36
Ellis Grounds	1323	MENARDS	78846	Treated wood, floor cleaner, disinfectant	19001162 68580	Grounds and Maintenance	\$574.21
						Sub-Total	\$574.21
					Ellis Grounds	Total	\$574.21
Ellis House	51	SYNCB/AMAZON	1PTC-DTF1-4LPF	Ellis Dry Erase Board	19001160 68580	Grounds and Maintenance	\$61.00
	1323	MENARDS	79079	Ellis-Furnace filters, odor eliminator	19001160 68580	Grounds and Maintenance	\$41.94
						Sub-Total	\$102.94
					Ellis House	Total	\$102.94
Ellis Riding Lessons	2057	MATTHEW CAVINESS	12023357	Ellis-Shoes and trim	19001164 63020	Vet & Farrier	\$450.00
						Sub-Total	\$450.00
					Ellis Riding Lessons	Total	\$450.00
Ellis Weddings	4450	WOODEN PADDLE	083123	Preferred Caterer Sec Dep Refund	19001168 63040	Security Deposit Refund	\$200.00
						Sub-Total	\$200.00
					Ellis Weddings	Total	\$200.00
Environ. Educ. Other Pblc Prg	2779	KIMBERLY ADAMS	Reimburse083123	Flower Reimbursement	19001179 63030	Program Supplies	\$10.00

565	FLUID TECHNOLOGIES PUMPS AND CONTROLS, INC	230882A	Hoover-well pump VFD repairs	191411 68530	Preserve Improvements	\$2,340.00
					Sub-Total	\$2,340.00
2826	LITE CONSTRUCTION INC	Pay App #9	Pickerill Pay Application 9	191311 70330	Construction	\$55,678.00
					Sub-Total	\$55,678.00
				Forest Preserve Director	Total	\$61,315.92
1655	SERVICE SANITATION, INC	50-493234083123	Portable Restroom Services	19001183 63070	Refuse Pickup	\$435.12
					Sub-Total	\$435.12
1452	NICOR	856626101210831 23	Nicor Millbrook S	19001183 63090	Natural Gas	\$170.61
1452	NICOR	879461100108312 3	Nicor Harris	19001183 63090	Natural Gas	\$77.98
					Sub-Total	\$248.59
1323	MENARDS	78244	Paint stripping gel	19001183 63110	Shop Supplies	\$24.98
1323	MENARDS	78298	50 piece screw set, pin	19001183 63110	Shop Supplies	\$5.99
1323	MENARDS	79091	Harris Shop Supplies	19001183 63110	Shop Supplies	\$51.04
					Sub-Total	\$82.01
				Grounds and Natural	Total	\$765.72
4445	VANESSA GARCIA	23-00207	MHL Sec Dep Refund	19001171 63040	Security Deposit Refund	\$187.50
4446	AMY O'ROURKE	23-00257	Kingfisher Sec Dep Return	19001171 63040	Security Deposit Refund	\$100.00
					Sub-Total	\$287.50
1452	NICOR	228270830770831 23	Nicor Hoover Shop	19001171 63090	Natural Gas	\$56.10
1452	NICOR	233366982970831 23	Nicor Rookery	19001171 63090	Natural Gas	\$58.64

Grounds and Natural Resources

Hoover

1452	NICOR	246142036280831 23	Nicor Blazing Star	19001171	63090	Natural Gas	\$51.93
1452	NICOR	282352997330831 23	Nicor Moonseed	19001171	63090	Natural Gas	\$57.13
1452	NICOR	308310348940831 23	Nicor Kingfisher	19001171	63090	Natural Gas	\$57.13
1452	NICOR	509802197128083 123	Nicor Meadowhawk	19001171	63090	Natural Gas	\$57.83
1452	NICOR	723893741240831 23	Nicor Hoover Residence	19001171	63090	Natural Gas	\$31.86
1452	NICOR	885514011490831 23	Nicor Hoover Maintenance	19001171	63090	Natural Gas	\$54.62
						Sub-Total	\$425.24
2047	COMED	079367301508312 3	ComEd Hoover Multiple	19001171	63100	Electric	\$1,087.19
						Sub-Total	\$1,087.19
					Hoover	Total	\$1,799.93
3443	CHRISTA HARRISON	23-00208	Pickerill Partial Sec Dep Refund	19001184	63040	Security Deposit Refund	\$118.75
4447	CHEYENNE PETERO	23-00197	Pikcerill Sec Dep REfund	19001184	63040	Security Deposit Refund	\$327.50
						Sub-Total	\$446.25
					Pickerill - Pigott	Total	\$446.25
						Grand Total	\$66,552.00

Pickerill - Pigott



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MADISON SCHEEL, CPA
CHRIS CHRISTENSEN
JESSIKA MCGARVEY

CERTIFIED PUBLIC ACCOUNTANTS

Contractual Agreement

Between

Mack & Associates, P.C.

And

Kendall County, Illinois

Mack and Associates P.C. and Kendall County hereby enter into an agreement for auditing services for the following fees:

	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027
Kendall County	\$ 52,000	53,560	55,165	56,820	58,525
Forest Preserve	9,500	9,785	10,075	10,375	10,685
Circuit Clerk	4,850	4,995	5,145	5,300	5,460
Kendall Area Transit	4,500	4,635	4,775	4,920	5,065
Total Fees	\$ 70,850	72,975	75,160	77,415	79,735

Due to changes regarding GATA implementation, there is also an in-relation to opinion on CYEFR that is now required. This will be billed upon time involved with a maximum fee not to exceed \$5,000.

Any additional work that may need to be completed beyond the scope of engagement will be discussed prior to completion and is billed at a rate of \$150/hour. Fees will be billed upon completion of the report.

Tawnya R. Mack 5/16/2023 _____
Tawnya R. Mack, CPA Date Kendall County, Illinois Date
Mack & Associates, P.C.

To: Kendall County Forest Preserve District Board of Commissioners

From: David Guritz, Executive Director

RE: Pickerill Estate House – Old Business Items

Date: September 5, 2023

The District is holding the final \$58,789.30 check for Lite Construction pending completion of remaining punch list items.

Kluber Architects has been tracking punch list progress, and will notify the District when the final check can be disbursed. The punch list includes changing out the existing exit signs and light switches for black fixtures once the backordered materials are received.

The IDNR-PARC Grant #21-114 billing statement has been completed and reviewed by Mack & Associates, and will be submitted to the State once a check number is assigned for the billing statement audit. Mack & Associates reports that the billing statement is ready for submission once this information is entered into the final spreadsheet.

GRNE has completed installation of the solar panels and hardware. The District has access to the application used for monitoring power generation. GRNE is waiting for ComEd's final approval to activate the system.

**AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF
MINOOKA AND THE KENDALL COUNTY FOREST PRESERVE DISTRICT FOR
THE ACQUISITION OF CERTAIN PROPERTIES**

This Intergovernmental Agreement (the “Agreement”) is made and entered into by and between the Village of Minooka, an Illinois municipal corporation located in Will, Grundy, and Kendall Counties, Illinois (the “Village”), and the Kendall County Forest Preserve District (the “District”), as of the Effective Date (defined below). The Village and the County may be referred individually as a “Party” or collectively as the “Parties” where appropriate.

RECITALS

WHEREAS, the Conservation Foundation, an Illinois not-for-profit corporation (“TCF”), owns the property depicted and legally described on **Exhibit A**, attached hereto and fully incorporated herein (the “Baker Property”) and the property depicted and legally described on **Exhibit B**, attached hereto and fully incorporated herein (the “Zavala Property”) (the Baker Property and the Zavala Property may be referred to collectively as the “Properties”); and

WHEREAS, the District wishes to acquire the Baker Property; and

WHEREAS, the Village wishes to acquire the Zavala Property; and

WHEREAS, the Illinois Department of Natural Resources Land and Water Conservation Fund (“LWCF”) program provides up to fifty percent (50%) funding assistance to eligible units of local government for approved land acquisition for public outdoor recreation purposes. The program is a reimbursement program based on the Illinois Department of Natural Resources approved marked value of a property; and

WHEREAS, the total estimated cost to acquire the Properties from TCF is a combined Eight Hundred Seventy Four Thousand and 00/100 Dollars (\$874,000.00) (the “Estimated Acquisition Costs”), with the Baker Property valued at Three Hundred Eighty Four Thousand and 00/100 Dollars (\$384,000.00), the Zavala Property valued at Four Hundred Seventy Five Thousand and 00/100 Dollars (\$475,000.00), and TCF charging and additional holding fee of Fifteen Thousand and 00/100 Dollars (\$15,000.00); and

WHEREAS, the Village intends to apply for the Illinois Department of Natural Resources Land and Water Conservation Fund Grant to fund fifty percent (50%) of the Acquisition Costs in the amount of Four Hundred Thirty Seven and 00/100 Dollars (\$437,000.00) (the “Grant”); and

WHEREAS, if the Village is awarded the Grant, the Parties will acquire the Properties from TCF; and

WHEREAS, neither Party will undertake any action to acquire the Properties unless and until the Village is awarded the Grant; and

WHEREAS, the Constitution of the State of Illinois of 1970, Article VII, Section 10, provides that units of local government may 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 or by ordinance and may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

WHEREAS, the Parties are authorized to enter into this agreement pursuant to Article VII, Section 10 of the Constitution of the State of Illinois of 1970 and Section 3 of the Illinois Intergovernmental Cooperation Act (5 ILCS 220/3).

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, as well as for other good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged, the Village and the City agree as follows:

AGREEMENT

1. **Recitals Incorporated.** the Parties hereby find and declare that all of the recitals set forth in the preamble to this Agreement, above, are true, accurate, and complete. Furthermore, the Parties hereby declare that the statements, representations, covenants, and recitations set forth in the foregoing recitals are material to this Agreement and are incorporated into and made a part of this Agreement as though they were fully set forth in this Section. In addition, all exhibits referred to in the preamble to this Agreement, or elsewhere in this Agreement, and attached hereto or incorporated herein by textual reference are hereby made a part of this Agreement as though they were fully set forth in this Section.
2. **Grant Application.** The Village shall, upon execution of this Agreement, complete and submit an Illinois Department of Natural Resources Land and Water Conservation Fund grant application. The Village shall seek the Grant in the total amount of Four Hundred Thirty-Seven and 00/100 Dollars (\$437,000.00) for the acquisition of both Properties.
3. **Acquisition Process.** If the Village is awarded the Grant, it is the understanding of the Parties that the acquisition process shall be as follows:
 - 3.1. The Village will pay TCF One Hundred Twenty-Eight Thousand and 00/100 Dollars (\$128,000.00) to acquire the Zavala Property.
 - 3.2. TCF will transfer the Baker Property to the District by way of donation at a discounted purchase price of Three Hundred Nine Thousand and 00/100 Dollars (\$309,000.00).
 - 3.3. The District will take all steps necessary and expedient to transfer the right to utilize the discounted value of the Baker Property (*i.e.* \$309,000.00) as a credit against the Village's required "match" in connection with the Grant.
4. **Ownership and Maintenance of Properties.**
 - 4.1. **Baker Property.** Upon acquisition, the District shall be the sole owner of the Baker Property, unless otherwise required by the Grant, and shall assume sole responsibility for the maintenance thereof.
 - 4.2. **Zavala Property.** Upon acquisition, the Village shall be the sole owner of the Zavala Property, unless otherwise required by the Grant, and shall assume sole responsibility for the maintenance thereof.
5. **Historic and Natural Preservation Covenant.** The District shall be responsible for filing the required Historic and Natural Preservation Covenant for the Baker Property. The Village shall be responsible for filing the required Historic and Natural Preservation Covenant for the Zavala Property.
6. **General Provisions.**

- 6.1. Effective Date. The “Effective Date” of this Agreement shall be the first date on which it is fully executed by all Parties.
- 6.2. Term of Agreement. The term of this Agreement begins on the Effective Date and may be terminated as follows:
 - 6.2.1. *Termination by Non-Award of Grant.* If the Village is not awarded the Grant, this Agreement is automatically terminated.
 - 6.2.2. *Termination Upon Completion of Property Acquisition.* This Agreement is automatically terminated upon the acquisition of both the Properties by the Parties and the payment of all costs as agreed herein by the Parties.
 - 6.2.3. *Termination by Mutual Agreement.* At any time on or after the Effective Date, the Parties may terminate this Agreement by a mutually agreeable writing approved and executed by both Parties.

Upon termination of this Agreement, the Parties have no further rights or obligations.

- 6.3. Successors and Assigns. The covenants, terms, conditions, representations, warranties, agreement, and undertakings set forth in this Agreement are intended to and shall be binding upon and inure to the benefit of the Parties, as well as any of their successors, assigns, and heirs.
- 6.4. Notice. Any notice required or contemplated by this Agreement shall be in writing and shall be either (i) personally delivered or (ii) mailed by (a) U.S. certified mail, return receipt requested and postage pre-paid, or (b) nationally recognized private carrier (such as FedEx or UPS) to the Parties at the following addresses:

If to the Village: The Village of Minooka
121 McEvilly Road
Minooka, Illinois 60447
Attn: Village President

If to the District: Kendall County Forest Preserve District
110 West Madison Street
Yorkville, IL 60560
Attn: Executive Director

Any notice given pursuant to this Section shall be deemed delivered and effective as follows: (i) if personally delivered, then on the date of such delivery; (ii) if mailed by U.S. certified mail, return receipt requested, postage pre-paid, then on the fifth (5th) business day after it was deposited in said mail; or (iii) if mailed by nationally-recognized private carrier (such as FedEx or UPS), then on the third (3rd) business day after it is deposited with said mail carrier.

- 6.5. Merger and Integration; Amendments. This Agreement contains the entire agreement of the Parties with respect to the transactions contemplated hereby, and all prior agreements, negotiations, and undertakings related thereto are expressly merged herein and superseded hereby. This Agreement may be amended by, and only by, a written instrument which is approved and executed by both of the Parties.

- 6.6. No Waiver or Relinquishment of Right to Enforce Agreement. The failure of any Party to this Agreement to insist upon strict and prompt performance of the terms, covenants, agreements, and conditions herein contained shall not constitute or be construed as a waiver or relinquishment of any Party's rights to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.
- 6.7. Performance of Agreement. Time is of the essence for this Agreement and each and every provision hereof.
- 6.8. Choice of Law; Choice of Forum. This Agreement is made under and by virtue of the laws of the state of Illinois and shall be construed, interpreted, and applied pursuant thereto without the application of any conflicts of laws principles. Further, the Parties, to the fullest extent permitted by law, hereby knowingly, intentionally, and voluntarily submit to the exclusive personal and subject-matter jurisdiction of the Circuit Court for the Twenty-Third Judicial Circuit, Kendall County, Illinois, over any suit, action or proceeding in any way related to or arising from this Agreement. Therefore, the Parties hereby knowingly, intentionally, and voluntarily waive and forfeit any and all rights that they have, or which they may later accrue, to file any motion challenging jurisdiction or venue in said circuit court, including but not limited to any motion styled as a motion forum *non conveniens*, as well as their right to remove any such action to any federal court. In the event of any litigation related to this Agreement, the Parties shall each be responsible for its own attorneys' fees and costs of suit.
- 6.9. Authority to Execute. Each signatory hereto represents and warrants that they have the proper and necessary corporate authority to execute this Agreement and bind their entity to the terms and conditions of this Agreement.
- 6.10. Severability. Each provision of this Agreement shall be considered severable. If for any reason any provision is determined to be illegal or unenforceable by any court or other adjudicative body of competent jurisdiction, such illegality or unenforceability shall not affect the legality or enforceability of the remaining provisions of this Agreement; rather, such illegal or unenforceable provision shall be deemed severable herefrom. No Party to this Agreement shall challenge the legality and enforceability of, or assert the illegality or unenforceability of, any provision of this Agreement.
- 6.11. Captions and Paragraphs Headings. The captions and paragraph headings used in this Agreement are for convenience only and are not a part of this Agreement and shall not be used in construing it.
- 6.12. No Interpretation Against the Drafter. This Agreement is the product of mutual arms-length negotiation and drafting, and each Party has been represented by legal counsel in the negotiation and drafting of this Agreement. Accordingly, the rule of construction which provides that ambiguities in a document shall be construed against the drafter of that document shall have no application to the interpretation and enforcement of this Agreement.
- 6.13. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all together shall constitute a single document.

[Intentionally Blank]

WHEREFORE, the Parties have executed this Agreement as of the dates set forth below their respective signatures.

The Village of Minooka, Illinois

By: Frederic Offerman

Its: Village President

Date: _____

Attest:

By: _____

Its: Village Clerk

Date: _____

**Kendall County Forest Preserve
District, Illinois**

By: _____

Its: _____

Date: _____

Attest:

By: _____

Its: _____

Date: _____

Exhibit A

(Legal Description of the Baker Property)

DRAFT

LEGAL DESCRIPTION CONSERVATION FOUNDATION PARCEL

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 15, IN TOWNSHIP 35 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF AFORESAID SECTION 15; THENCE NORTH 88 DEGREES 21 MINUTES 36 SECONDS EAST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER, 1091.99 FEET; THENCE SOUTH 01 DEGREES 38 MINUTES 24 SECONDS EAST 40.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF U.S. ROUTE 52, SAID POINT BEING THE NORTHEAST CORNER OF LANDS CONVEYED BY DOCUMENT NUMBER 201000000304, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE NORTH 88 DEGREES 21 MINUTES 18 SECONDS EAST ALONG SAID SOUTH RIGHT OF WAY LINE, 538.70 FEET TO THE NORTHWEST CORNER OF LANDS CONVEYED BY DOCUMENT NUMBER 200900002662; THENCE SOUTH 01 DEGREES 17 MINUTES 14 SECONDS EAST PARALLEL WITH THE EAST LINE OF THE AFORESAID SOUTHWEST QUARTER, 672.16 FEET TO THE SOUTHWEST CORNER OF SAID DOCUMENT NUMBER 200900002662; THENCE NORTH 88 DEGREES 21 MINUTES 18 SECONDS EAST PARALLEL WITH THE AFORESAID SOUTH RIGHT OF WAY LINE OF U.S. ROUTE 52, A DISTANCE OF 324.16 FEET TO A POINT ON THE WEST LINE OF LANGELAND'S SUBDIVISION, SAID POINT BEING THE SOUTHEAST CORNER OF SAID DOCUMENT NUMBER 200900002662; THENCE SOUTH 01 DEGREES 17 MINUTES 14 SECONDS EAST ALONG SAID WEST LINE, 100.00 FEET; THENCE SOUTH 37 DEGREES 15 MINUTES 59 SECONDS WEST 350.00 FEET; THENCE SOUTH 75 DEGREES 26 MINUTES 06 SECONDS WEST 500.00 FEET; THENCE SOUTH 09 DEGREES 38 MINUTES 05 SECONDS WEST 1047.97 FEET TO A POINT ON THE WESTERLY BANK OF THE AUX SABLE CREEK; THENCE NORTH 71 DEGREES 00 MINUTES 39 SECONDS WEST ALONG SAID WESTERLY BANK, 315.00 FEET; THENCE NORTH 32 DEGREES 13 MINUTES 58 SECONDS WEST ALONG SAID WESTERLY BANK, 687.26 FEET; THENCE NORTH 14 DEGREES 16 MINUTES 23 SECONDS WEST 199.05 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF AFORESAID SECTION 15, SAID POINT BEING 363.50 FEET EAST OF THE WEST LINE OF SAID SOUTHWEST QUARTER (AS MEASURED ALONG SAID SOUTH LINE), SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LANDS CONVEYED BY DOCUMENT NUMBERS 9706582, 9800900, AND 9800901, SAID POINT ALSO BEING LOCATED IN THE CENTER OF THE AUX SABLE CREEK; THENCE NORTH 14 DEGREES 16 MINUTES 23 SECONDS WEST ALONG SAID CENTERLINE, 151.47 FEET; THENCE NORTH 04 DEGREES 18 MINUTES 16 SECONDS EAST ALONG SAID CENTERLINE, 561.71 FEET TO A POINT ON THE SOUTH LINE OF LANDS CONVEYED BY DOCUMENT NUMBER 201000000304; THENCE NORTH 88 DEGREES 21 MINUTES 36 SECONDS EAST ALONG SAID SOUTH LINE, 717.00 FEET TO THE SOUTHEAST CORNER OF SAID CONVEYED LANDS; THENCE NORTH 01 DEGREES 38 MINUTES 24 SECONDS WEST ALONG THE EAST LINE OF SAID CONVEYED LANDS, 580.70 FEET TO THE POINT OF BEGINNING; EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL: COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF AFORESAID SECTION 15; THENCE NORTH 88 DEGREES 21 MINUTES 36 SECONDS EAST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER, 1091.99 FEET; THENCE SOUTH 01 DEGREES 38 MINUTES 24 SECONDS EAST 40.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF U.S. ROUTE 52, SAID POINT BEING THE NORTHEAST CORNER OF LANDS CONVEYED BY DOCUMENT NUMBER 201000000304; THENCE NORTH 88 DEGREES 21 MINUTES 18 SECONDS EAST ALONG SAID SOUTH RIGHT OF WAY LINE, 258.69 FEET TO A POINT ON A LINE 280.00 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF LANDS CONVEYED BY DOCUMENT NUMBER 200900002662, SAID POINT BEING THE POINT OF BEGINNING (EXCEPTION) AND ALSO SAID WEST LINE IS PARALLEL WITH THE EAST LINE OF THE AFORESAID SOUTHWEST QUARTER; THENCE CONTINUING NORTH 88 DEGREES 21 MINUTES 18 SECONDS EAST ALONG SAID SOUTH RIGHT OF WAY LINE, 280.01 FEET TO THE NORTHWEST CORNER OF AFORESAID LANDS CONVEYED BY DOCUMENT NUMBER 200900002662; THENCE SOUTH 01 DEGREES 17 MINUTES 14 SECONDS EAST PARALLEL WITH THE EAST LINE OF THE AFORESAID SOUTHWEST QUARTER, 470.06 FEET TO THE SOUTH LINE OF THE NORTH 510.00 FEET OF SAID SOUTHWEST QUARTER; THENCE SOUTH 88 DEGREES 21 MINUTES 36 SECONDS WEST ALONG SAID SOUTH LINE, 280.01 FEET TO A POINT ON A LINE PARALLEL WITH THE WEST LINE OF AFORESAID LANDS CONVEYED BY DOCUMENT NUMBER 200900002662; THENCE NORTH 01 DEGREES 17 MINUTES 14 SECONDS WEST ALONG SAID PARALLEL LINE, 470.03 FEET TO THE POINT OF BEGINNING (EXCEPTION), ALL SITUATED IN SEWARD TOWNSHIP, KENDALL COUNTY, ILLINOIS. Containing 37.044 acres more or less.

LEGAL DESCRIPTION NORTH DRAINAGE EASEMENT

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 15, IN TOWNSHIP 35 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING (NORTH DRAINAGE EASEMENT) AT THE SOUTHEAST CORNER OF LANDS CONVEYED BY DOCUMENT NUMBERS 9706582, 9800900, AND 9800901; THENCE NORTH 88 DEGREES 21 MINUTES 55 SECONDS EAST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF AFORESAID SECTION 15, A DISTANCE OF 60.00 FEET; THENCE SOUTH 01 DEGREES 38 MINUTES 05 SECONDS EAST 30.00 FEET TO A POINT ON A LINE 30.00 FEET SOUTH OF AND PARALLEL WITH AFORESAID SOUTH LINE; THENCE SOUTH 88 DEGREES 21 MINUTES 55 SECONDS WEST ALONG SAID PARALLEL LINE, 53.27 FEET; THENCE NORTH 14 DEGREES 16 MINUTES 23 SECONDS WEST 30.74 FEET TO THE POINT OF BEGINNING (NORTH DRAINAGE EASEMENT), ALL SITUATED IN SEWARD TOWNSHIP, KENDALL COUNTY, ILLINOIS.

LEGAL DESCRIPTION SOUTH DRAINAGE EASEMENT

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 15, IN TOWNSHIP 35 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF LANDS CONVEYED BY DOCUMENT NUMBERS 9706582, 9800900, AND 9800901; THENCE SOUTH 14 DEGREES 16 MINUTES 23 SECONDS EAST 199.05 FEET; THENCE SOUTH 32 DEGREES 13 MINUTES 58 SECONDS EAST 652.41 FEET TO THE POINT OF BEGINNING (SOUTH DRAINAGE EASEMENT); THENCE CONTINUING SOUTH 32 DEGREES 13 MINUTES 58 SECONDS EAST 34.85 FEET; THENCE NORTH 88 DEGREES 21 MINUTES 55 SECONDS EAST 82.26 FEET; THENCE NORTH 01 DEGREES 35 MINUTES 05 SECONDS WEST 30.00 FEET; THENCE SOUTH 88 DEGREES 21 MINUTES 55 SECONDS WEST 100.00 FEET TO THE POINT OF BEGINNING (SOUTH DRAINAGE EASEMENT), ALL SITUATED IN SEWARD TOWNSHIP, KENDALL COUNTY, ILLINOIS.

Exhibit B

(Legal Description of the Zavala Property)

DRAFT

ATTACHMENT
LEGAL DESCRIPTION

PARCEL I:

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

PARCEL II:

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

PARCEL III:

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

3. Acquisition Process. If the Village is awarded the Grant, it is the understanding of the parties that the acquisition process shall be as follows:

- 3.1. Acquisition Process. If the Village is awarded the Grant, it is the understanding of the Parties that the acquisition process shall be as follows:
- 3.2. The Village will pay TCF One Hundred Twenty-Eight Thousand and 00/100 Dollars (\$128,000.00) Four Hundred Ninety Thousand and 00/100 Dollars (\$490,000.00) to acquire the Zavala Property, with Three Hundred Sixty Two Thousand and 00/100 Dollars (\$362,000.00) reimbursed from the Grant award.
- 3.3. The Village will not be reimbursed by the Grant award for One Hundred Twenty Eight Thousand and 00/100 Dollars (\$128,000.00), which will be counted towards the Grant's 50% matching requirement.
- 3.4. The Baker Property's estimated fair market value is Three Hundred Eighty Four Thousand and 00/100 Dollars (\$384,000.00). The District will pay TCF Seventy Five Thousand and 00/100 Dollars (\$75,000.00) to acquire the Baker Property, with Seventy Five Thousand and 00/100 Dollars (\$75,000.00) reimbursed from the Grant award.
- 3.5. The TCF transfer of the Baker Property to the District includes a donation of the residual estimated fair market land value of Three Hundred Nine Thousand and 00/100 Dollars (\$309,000.00), which will be counted towards the Grant's 50% matching requirement.
- 3.6. The District will take all steps necessary and expedient as required under the terms of the Grant to transfer the right to apply the donated value of the Baker Property (i.e. \$309,000.00) as a credit against the Village's required "match" in connection with the Grant.
- 3.7 The District and Village each will cover their own closing costs for the respective parcels owned following transfer (or split the closing costs 50/50 if joint ownership is required for both parcels).