

**KENDALL COUNTY FOREST PRESERVE DISTRICT**  
**MEETING AGENDA**  
**TUESDAY, SEPTEMBER 19, 2023**  
**9:00 AM**  
**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 Commission Meeting of September 5, 2023
    - Kendall County Forest Preserve District Operations Committee Meeting of September 6, 2023
  - B. <sup>(1)</sup> Approval of Claims in the Amount of \$19,350.22
  - C. <sup>(1)</sup> **MOTION**: Approval of an Agreement for the Abatement of Real Property Taxes for TMF Management, LLC, Including Rescinding the Prior Abatement Agreement Approved September 20, 2022
  - D. **MOTION**: Approval of Proposed Fees and Charges for Licensed Use of Harris Shelter 1 and 4; Meadowhawk Lodge, and the Pickerill Estate House, and Environmental Education Programs (Winter and Spring Break Camps, Natural Beginnings Early Learning Program, Senior Programs and Birthday Parties)
  - E. **MOTION**: Approval of a Revised Policy and Fees Assigned for Reservation Rescheduling of Licensed District Facilities
- VIII. **OLD BUSINESS**  
*No items posted for consideration.*
- IX. **NEW BUSINESS**
  - A. <sup>(1)</sup> **MOTION**: Approval of an 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 #09-34-300-008 (Aux Sable Springs Park Addition - 5.0 +/- acres) and Parcels #09-15-300-022 and 09-15-300-025 (Baker Woods Forest Preserve Addition - 37.04 +/- acres) from The Conservation Foundation
  - B. <sup>(1)</sup> **MOTION**: Approval of an Illinois Department of Natural Resources OSLAD-LWCF Grant Application Resolution of Authorization for the Baker Woods and Aux Sable Springs Park Additions
- 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  
COMMISSION MEETING MINUTES  
SEPTEMBER 5, 2023**

**I. Call to Order**

Vice President Rodriguez called the meeting to order at 7:21 pm 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
	DeBolt	X	Peterson
X	Flowers	X	Rodriguez
X	Gengler	X	Shanley
X	Kellogg	X	Wormley

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

**V. Approval of Agenda**

**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 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. Approval of Claims in the Amount of \$66,552.00**

**C. 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**

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

Motion: Commissioner Koukol  
 Second: Commissioner Bachmann

**Roll call: Consent Agenda**

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

Motion unanimously approved.

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

**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

Director Guritz provided updates on the Pickerill-Pigott construction project.

**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

Commissioner Shanley made a motion to approve a request for the Kendall County State’s Attorney’s Office to complete a 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. Seconded by Commissioner Flowers.

Motion: Commissioner Shanley  
 Second: Commissioner Flowers

**Roll call: IGA with Village on Minooka**

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

Motion unanimously approved.

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

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

Finance Chair Wormley reported that the Finance Committee is in the process of developing the remaining ARPA funded projects budget, discussing farm license agreements, and the Mack & Associates billing statement audit of the IDNR-PARC grant.

Operations Chair Koukol reported the Operations Committee meets tomorrow night, September 6, 2023 at 6 pm.

**XI. Public Comments**

Todd Milliron of Yorkville provided public comments on the location of the parcels for the intergovernmental agreement with Minooka.

**XII. Executive Session**

None.

**XIII. Other Items of Business**

None.

**XIV. Adjournment**

Commissioner Shanley made a motion to adjourn. Seconded by Commissioner Wormley. Aye, all. Opposed, none. Meeting adjourned at 7:36 pm.

Respectfully submitted,

David Guritz  
Director, Kendall County Forest Preserve District

**KENDALL COUNTY FOREST PRESERVE DISTRICT  
OPERATIONS COMMITTEE MEETING MINUTES  
SEPTEMBER 6, 2022**

**I. Call to Order**

Commissioner Koukol called the meeting to order at 6:04 pm in the Kendall County Administrative Office Building – Kendall County Second Floor Board Meeting Rooms 209 and 210.

**II. Roll Call**

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

Commissioners Flowers, Gengler, and Koukol were all present.

**III. Approval of Agenda**

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

**IV. Public Comments**

No public comments were offered from citizens in attendance.

**V. Review of Financial Statements and Cost Center Reports through August 31, 2023**

Director Guritz presented an overview of the financial statements and cost center reports through August 31, 2023. The District is on track for generating an operational surplus in FY23.

**VI. APPROVAL OF SPECIAL USE PERMITS**

- A. Kendall County Judiciary – Drug Court Graduation – Use of Meadowhawk Lodge Including Waiving License Fees and Charges – November 17, 2023
- B. Kendall County Horse Show Association – Harris Forest Preserve – Designated Trails – October 1, 2023
- C. Kendall County Special Olympics – Harris Forest Preserve – Shelter 7 – 50% Discounted use on Saturdays beginning October 7, 2023 through February 3, 2024

The Operations Committee discussed the proposed special use permits. For the KCHSA permit, District staff will work to close the specific trails to the public while in by the KCHSA.

Commissioner Koukol made a motion to approve Special Use Permits including waiving of fees and charges as presented. Seconded by Commissioner Flowers. Aye, all. Opposed, none.

## **VII. Fees and Charges**

- A. Licensed Use of Shelters 1 and 4 at Harris Forest Preserve – Proposed Pricing and License Structure
- B. Proposed Changes to the Fees and Charges for Licensed Use of Meadowhawk Lodge and Pickerill Estate House
- C. Proposed Changes to the Facility License Rescheduling Policy

The Operations Committee discussed changes to the proposed fees and charges for use of Harris Shelters 1 and 4. Licensed use of Shelter 4 will be combined with use of Shelter 1 under a single price structure. Individuals may still reserve Shelter 1 separately.

District staff proposed a more stringent rescheduling policy and fees due to the increased frequency of event cancellations. Rescheduling will be allowed under an updated fee structure within 30-days following cancellation of a licensed event.

The licensing price structure for event venues is recommended for modification based on the type and level of complexity, setup and cleanup requirements. Small events under 50 people will remain within the hourly rental schedule, with clients serving alcohol charged an additional fee to offset costs for District staff event hosting.

For larger special events (51 people or more) with clients serving alcohol, catering food, with District hosting including setup and cleanup, the special event fees historically limited to weddings will be assigned.

Commissioner Gengler made a motion to forward fees, charges and policy changes to Committee of the Whole under recommendation for approval by the Operations Committee. Seconded by Commissioner Flowers. Aye, all. Opposed, none.

## **VIII. Grounds and Natural Resources Reports**

- A. 2023 CWD Bow Hunt Program Updates
- B. Staffing Updates

Director Guritz reported that the 2023 CWD Bow Hunt Program is full for the 2023-2024 season. The full-time Grounds Maintenance Worker opening has been filled.

## **IX. Environmental Education Reports**

- A. Program Enrollment Updates

Director Guritz provided updates on the Environmental Education program. The Natural Beginnings Early Learning Program for the 23-24 program year is filled. Public programs are also filled to capacity. School programs are recovering to pre-pandemic levels, but busing remains an issue for many school districts. Summer camp revenues exceeded budget projections.

**X. Other Items of Business**

- A. FY24 Preliminary Budget Updates
- B. RecPro Reservation and Registration System Changes

Director Guritz provided an overview of the FY24 preliminary budget.

Director Guritz reported that the RecPro reservations software in its current form will not be supported in a few years. The District will need to on-board to the reconfigured system within the next few years. While cost will be higher, there will be many added benefits including opportunities for establishing online reservations.

**XI. Chairman’s Report**

Commissioner Koukol asked for clarification on allowable activities at Harris Forest Preserve for the public renting a shelter. The Committee discussed allowable activities.

**XII. Public Comments**

No public comments were offered from citizens in attendance.

**XIII. Executive Session**

None.

**XIV. Adjournment**

Commissioner Flowers made a motion to adjourn the meeting. Seconded by Commissioner Gengler. Aye, all. Opposed, none. Meeting adjourned at 6:44 pm.

Respectfully submitted,

David Guritz  
Executive Director, Kendall County Forest Preserve District

# Claims Listing

9/13/2023 11:16:00 AM

Department	Vendor #	Vendor Name	Invoice #	Invoice Description	GL Account	Description	Invoice Amount
Ellis Barn	21	ADS, INC	SI-598259	Alarm Services-Repairs-Ellis	19001161 68580	Grounds and Maintenance	\$489.71
	51	SYNCB/AMAZON	139X-MLPV-1TG6	Chainsaw chain, cat food	19001161 68580	Grounds and Maintenance	\$16.10
	124	BARRETT'S ECOWATER	0010381091523	Water Service for Ellis	19001161 68580	Grounds and Maintenance	\$530.62
	1323	MENARDS	079887	Contractor Hose	19001161 68580	Grounds and Maintenance	\$69.99
						<b>Sub-Total</b>	<b>\$1,106.42</b>
Ellis Grounds					<b>Ellis Barn</b>	<b>Total</b>	<b>\$1,106.42</b>
	199	BUSTED KNUCKLES LANDSCAPING	4529	Baker Woods tree limb cuts and trims	19001162 68580	Grounds and Maintenance	\$950.00
	1060	JOHN DEERE FINANCIAL	11113-41567091523	Ellis-carburetor, spark plug, pesticide	19001162 68580	Grounds and Maintenance	\$114.36
	1091	K & K WELL DRILLING	34523	Ellis-Hydrogen Peroxide containers	19001162 68580	Grounds and Maintenance	\$74.00
						<b>Sub-Total</b>	<b>\$1,138.36</b>
Ellis House					<b>Ellis Grounds</b>	<b>Total</b>	<b>\$1,138.36</b>
	541	FIRST NATIONAL BANK OF OMAHA	Vick Aug 2023	Vick Credit Card August 2023	19001160 62000	Office Supplies	\$31.86
					<b>Sub-Total</b>	<b>\$31.86</b>	



<b>Ellis House</b>	21	ADS, INC	SI-598259	Alarm Services-Repairs-Ellis	19001160	68580	Grounds and Maintenance	\$489.70
	1323	MENARDS	79369	Window blind	19001160	68580	Grounds and Maintenance	\$26.97
							<b>Sub-Total</b>	<b>\$516.67</b>
							<b>Total</b>	<b>\$548.53</b>
<b>Ellis Riding Lessons</b>	51	SYNCB/AMAZON	139X-MLPV-1TG6	Chainsaw chain, cat food	19001164	63000	Animal Care & Supplies	\$33.81
	541	FIRST NATIONAL BANK OF OMAHA	Guritz Aug 2023	Guritz Credit Card Aug 2023	19001164	63000	Animal Care & Supplies	\$428.24
							<b>Sub-Total</b>	<b>\$462.05</b>
	529	EQUINE VETERINARY PRACTICE LLC	235874	Beau exam and treatment	19001164	63020	Vet & Farrier	\$292.00
							<b>Sub-Total</b>	<b>\$292.00</b>
							<b>Total</b>	<b>\$754.05</b>
<b>Ellis Sunrise Center</b>	541	FIRST NATIONAL BANK OF OMAHA	Guritz Aug 2023	Guritz Credit Card Aug 2023	19001167	63000	Animal Care & Supplies	\$428.23
							<b>Sub-Total</b>	<b>\$428.23</b>
							<b>Total</b>	<b>\$428.23</b>
<b>Ellis Weddings</b>	3131	GROOT INC	11188047T102	Waster and Recycling Services	19001168	63070	Refuse Pickup	\$119.79
							<b>Sub-Total</b>	<b>\$119.79</b>
							<b>Total</b>	<b>\$119.79</b>

Environ. Educ. Other Pblc Prg	51	SYNCB/AMAZON	1KLN-HGKG-W7MY	NB and Public Program Supplies	19001179 63030	Program Supplies	\$33.95
	4463	DENISE HELMERS	Reimburse091523	Reimbursement for Aft Adv Supplies	19001179 63030	Program Supplies	\$59.22
						<b>Sub-Total</b>	<b>\$93.17</b>
					<b>Environ. Educ. Other Pblc Prg</b>	<b>Total</b>	<b>\$93.17</b>
Environmental Educ. Natrl Beg.	51	SYNCB/AMAZON	1KLN-HGKG-W7MY	NB and Public Program Supplies	19001178 63030	Program Supplies	\$128.34
	541	FIRST NATIONAL BANK OF OMAHA	Wiencke Aug 2023	Wiencke Credit Card August 2023	19001178 63030	Program Supplies	\$141.43
	1871	JESSICA VOSBURGH	Photo Reimburse	Photos, substrate reimbursement	19001178 63030	Program Supplies	\$6.99
						<b>Sub-Total</b>	<b>\$276.76</b>
Environmental Education Camps					<b>Environmental Educ. Natrl Beg.</b>	<b>Total</b>	<b>\$276.76</b>
	1871	JESSICA VOSBURGH	Photo Reimburse	Photos, substrate reimbursement	19001177 63030	Program Supplies	\$9.95
						<b>Sub-Total</b>	<b>\$9.95</b>
					<b>Environmental Education Camps</b>	<b>Total</b>	<b>\$9.95</b>
Forest Preserve Director	51	SYNCB/AMAZON	13TC-4MK9-MF96	No Parking signs for Pickerill	190011 62000	Office Supplies	\$86.85
	51	SYNCB/AMAZON	1KY9-LHHW-6J49	Surveillance signs for Pickerill	190011 62000	Office Supplies	\$25.98

541	FIRST NATIONAL BANK OF OMAHA	Guritz Aug 2023	Guritz Credit Card Aug 2023	190011	62000	Office Supplies	\$1,143.05
541	FIRST NATIONAL BANK OF OMAHA	White Aug 2023	White Credit Card August 2023	190011	62000	Office Supplies	\$241.83
541	FIRST NATIONAL BANK OF OMAHA	Wiencke Aug 2023	Wiencke Credit Card August 2023	190011	62000	Office Supplies	\$62.31
1304	MARCO TECHNOLOGIES, LLC	510140148F	Copiers 8/28-9/28/23	190011	62000	Office Supplies	\$186.58
3135	FLORAL EXPRESSIONS	001540	Flowers for Isidro Rodriguez Funeral	190011	62000	Office Supplies	\$77.95
						<b>Sub-Total</b>	<b>\$1,824.55</b>
541	FIRST NATIONAL BANK OF OMAHA	Guritz Aug 2023	Guritz Credit Card Aug 2023	190011	62150	Contractual Services	\$55.00
590	FOX VALLEY FIRE & SAFETY	IN00627464	Hoover Fire Extinguisher Services	190011	62150	Contractual Services	\$234.50
1937	WIRE WIZARD OF ILLINOIS INC	360149	Alarm Monitoring Services-Pickerill House	190011	62150	Contractual Services	\$105.00
4474	WHITT LAW LLC	21756/21817	Abatement Services	190011	62150	Contractual Services	\$40.26
						<b>Sub-Total</b>	<b>\$434.76</b>
2047	COMED	09270071630915 23	ComEd Richard Young	190011	63510	Electric	\$23.22
2047	COMED	11231661020915 23	ComEd Jay Woods	190011	63510	Electric	\$23.21
2047	COMED	55147100050915 23	ComEd Harris Arena	190011	63510	Electric	\$33.51
2047	COMED	55147110020915 23	ComEd Harris	190011	63510	Electric	\$182.69
						<b>Sub-Total</b>	<b>\$262.63</b>

Forest Preserve Director

Forest Preserve Director	1665	SHAW MEDIA	10085118091523	Website Hosting	190011	68430	Marketing / Publicity	\$59.99
							<b>Sub-Total</b>	<b>\$59.99</b>
	498	MACK & ASSOCIATES	11481	PARC Grant Attestation	190711	68500	Project Fund Expenses	\$1,500.00
	695	GROUND EFFECTS INC	486949	Playmat for playspace	190011	68500	Project Fund Expenses	\$85.05
	695	GROUND EFFECTS INC	486966	Fine Sand for playspace	190011	68500	Project Fund Expenses	\$30.85
	1823	ULINE	167820151	Bollard, chain, handi movers-Pickerill	190711	68500	Project Fund Expenses	\$912.65
	4211	HEY AND ASSOCIATES	22-0380-17097	Little Rock Creek Grant Assistance	190711	68500	Project Fund Expenses	\$1,070.00
							<b>Sub-Total</b>	<b>\$3,598.55</b>
	1668	SHERWIN-WILLIAMS CO. (THE)	6517-2	Forest Preserve Brown Paint	191411	68530	Preserve Improvements	\$299.95
	3915	AURORA FASTPRINT	41470	Preserve Signage	191411	68530	Preserve Improvements	\$403.80
						<b>Sub-Total</b>	<b>\$703.75</b>	
				<b>Forest Preserve Director</b>		<b>Total</b>	<b>\$6,884.23</b>	
Grounds and Natural Resources	506	ELBURN NAPA, INC.	4860091523	Grounds vehicle and equip supplies	19001183	62160	Equipment	\$286.20
	541	FIRST NATIONAL BANK OF OMAHA	White Aug 2023	White Credit Card August 2023	19001183	62160	Equipment	\$130.25
							<b>Sub-Total</b>	<b>\$416.45</b>
	1153	KENDALL CO HIGHWAY DEPT	Fuel August 2023	Gas and diesel August 2023	19001183	62180	Gasoline / Fuel / Oil	\$1,854.08

1323	MENARDS	79565	Hoover-supplies and equipment	19001183	62180	Gasoline / Fuel / Oil	\$47.96
						<b>Sub-Total</b>	<b>\$1,902.04</b>
487	DUY'S SHOES	102349	Uniform Embroidery	19001183	62400	Uniforms / Clothing	\$191.25
						<b>Sub-Total</b>	<b>\$191.25</b>
3131	GROOT INC	11188047T102	Waster and Recycling Services	19001183	63070	Refuse Pickup	\$430.10
						<b>Sub-Total</b>	<b>\$430.10</b>
541	FIRST NATIONAL BANK OF OMAHA	White Aug 2023	White Credit Card August 2023	19001183	63110	Shop Supplies	\$285.56
1060	JOHN DEERE FINANCIAL	1113-29745091523	Hitch pin, soap, ratchet strap,pliers, wheelbarrow	19001183	63110	Shop Supplies	\$147.88
1323	MENARDS	79509	Sanding belt	19001183	63110	Shop Supplies	\$32.91
1323	MENARDS	79558	Tape, valve, compression cap	19001183	63110	Shop Supplies	\$10.42
1323	MENARDS	79576	O-ring, gasket	19001183	63110	Shop Supplies	\$1.68
1464	NORTHERN SAFETY CO, INC	905683864	Deodorizer block, paint remover, towels	19001183	63110	Shop Supplies	\$456.57
1464	NORTHERN SAFETY CO, INC	905692230	Urinal Deodorizer	19001183	63110	Shop Supplies	\$65.79
1464	NORTHERN SAFETY CO, INC	905694727	Graffiti Paint Remover	19001183	63110	Shop Supplies	\$10.26
						<b>Sub-Total</b>	<b>\$1,011.07</b>
1849	VERIZON	9942382450	Cell phone services	19001183	63540	Telephones	\$166.73
3837	T-MOBILE	982008249091523	Cell phone services	19001183	63540	Telephones	\$340.97

Grounds and Natural Resources	3837	T-MOBILE	99034511209152 3	Ooma device services- Pickerrill	19001183 63540	Telephones	\$93.60	
						Sub-Total/	\$601.30	
Hoover	Grounds and Natural Resources						Total	\$4,552.21
	1937	WIRE WIZARD OF ILLINOIS INC	361048	Alarm Monitoring-Meadowhawk	19001171 62270	Utilities	\$180.00	
1937	WIRE WIZARD OF ILLINOIS INC	361050	Alarm Monitoring-Rookery	19001171 62270	Utilities	\$105.00		
					Sub-Total/	\$285.00		
3250	TIA PURNELL	23-00138	Moonseed Sec Dep Refund	19001171 63040	Security Deposit Refund	\$100.00		
4457	STEPHANIE LOPEZ	23-00219	MHL Sec Dep Refund	19001171 63040	Security Deposit Refund	\$210.00		
4458	ALFREDO BOHORQUEZ CABALLERO	23-00291	Blazing Star Sec Dep Refund	19001171 63040	Security Deposit Refund	\$100.00		
4465	SANDRA KEEZER	23-00230	Refund for Shelters 1 and 4	19001171 63040	Security Deposit Refund	\$120.00		
					Sub-Total/	\$530.00		
2047	COMED	07560810170915 23	ComEd Hoover Bathroom	19001171 63100	Electric	\$81.80		
2047	COMED	07936730150915 23	ComEd Hoover Multiple	19001171 63100	Electric	\$973.11		
2047	COMED	19380210810915 23	ComEd Hoover Residence	19001171 63100	Electric	\$67.06		
					Sub-Total/	\$1,121.97		

Hoover	1323	MENARDS	79565	Hoover-supplies and equipment	19001171	63110	Shop Supplies	\$23.94
	1464	NORTHERN SAFETY CO, INC	905683864	Deodorizer block, paint remover, towels	19001171	63110	Shop Supplies	\$146.34
							<b>Sub-Total</b>	<b>\$170.28</b>
	1323	MENARDS	79565	Hoover-supplies and equipment	19001171	63120	Building Maintenance	\$602.42
							<b>Sub-Total</b>	<b>\$602.42</b>
	236	CENTRAL LIMESTONE CO INC	34681	Aglime for Hoover	19001171	68580	Grounds and Maintenance	\$42.51
	1323	MENARDS	79565	Hoover-supplies and equipment	19001171	68580	Grounds and Maintenance	\$11.26
							<b>Sub-Total</b>	<b>\$53.77</b>
							<b>Total</b>	<b>\$2,763.44</b>
							<b>Hoover</b>	
Pickerill - Pigott	4015	TONIKA FLOWERS	23-00276	Pickerill Sec Dep Refund	19001184	63040	Security Deposit Refund	\$185.00
	4380	AZTECH LANDSCAPING & BRICK PAVING	23-00262	Pickerill Sec Dep Refund	19001184	63040	Security Deposit Refund	\$302.50
							<b>Sub-Total</b>	<b>\$487.50</b>
	2047	COMED	5514228011091523	ComEd-Pickerill House	19001184	63100	Electric	\$173.42

<b>Pickerill - Pigott</b>	2047	COMED	55142290270915 23	ComEd Pickerill	19001184 63100	Electric	\$14.16
							\$187.58
					<b>Pickerill - Pigott</b>	<b>Total</b>	<b>\$675.08</b>
						<b>Grand Total</b>	<b>\$19,350.22</b>



**AGREEMENT FOR  
TMF MANAGEMENT, LLC  
ABATEMENT OF REAL PROPERTY TAXES**

THIS AGREEMENT, entered into by and between TMF Management, LLC, being hereinafter referred to as the "Applicant", and specific taxing bodies within Kendall County including the County of Kendall, Kendall County Forest Preserve District, Little Rock Township, Little Rock Road District, Plano Community Library District, Little Rock Fox Fire Protection District, Waubensee Community College, and School District 88, hereinafter collectively referred to as the "Taxing Bodies", individually referred to as the "Taxing Body";

**WITNESSETH:**

WHEREAS, the 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 Taxing Bodies have the power to abate real estate property taxes pursuant to Section 200/18-165 of the Illinois Property Tax Code, as amended (35 ILCS 200/18-165); and

WHEREAS, the Taxing Bodies have the power to abate real estate property taxes for the property of any commercial or industrial firm currently located within the jurisdiction of the Taxing Bodies that expands a facility or its number of employees, pursuant to 35 ILCS 200/18-165(a)(1)(C); and

WHEREAS, a tax abatement pursuant to 35 ILCS 200/18-165(a)(1)(C) shall not exceed 10 years and the aggregate amount of abated taxes for all Taxing Bodies combined shall not exceed \$4,000,000; and

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

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

WHEREAS, the Applicant currently operates a plastics factory, which is a commercial or industrial use, on the Property; and

WHEREAS, the Applicant intends to construct an expansion of its existing facility on the Property; and

WHEREAS, the Applicant agrees and shall be responsible for ensuring the compliance of 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 200/18-165 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:

**Application** shall refer to the Application for Tax Abatement, attached hereto and incorporated herein as “Exhibit B”, which Applicant submitted to Kendall County.

**Addition** shall mean the expansion of the existing facility Applicant is constructing on the Property. The Addition is described in “Exhibit D”.

**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.

**Fully Assessed** shall mean the Applicant has received an occupancy permit from Kendall County for the Addition.

**Fully Operational** shall refer to the period of time after the Applicant has commenced business operations in the Addition and five (5) additional full-time jobs have been created, as represented by the Applicant on the Application. The Applicant must continue to occupy and conduct business on the Property at all times and continue to add full-time jobs as set forth in Paragraph III.D. below for the Property to be considered “Fully Operational”.

**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

**Base Year Total Assessed Value** shall be equal to the total assessed value of the Property for the Tax Year during which the Applicant received the occupancy permit for the Addition.

**Value of the Addition** shall mean that portion of the total assessed value of the Property which is attributable to the value of the Fully Assessed Addition. The Value

of the Addition for a given Tax Year shall be determined by subtracting the Base Year Total Assessed Value from the total assessed value of the Property for that Tax Year.

**B. Amount and Duration:**

The Applicant shall commence construction of an Addition to its existing facility on the Property described in Exhibit A, attached hereto and incorporated herein by reference. The Taxing Bodies shall, pursuant to 35 ILCS 200/18-165 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 new Real Estate Property Taxes attributed to the Value of the Addition for three (3) consecutive Tax Years after the Addition is both Fully Assessed and Fully Operational as follows:

- 1. First Tax Year:** Seventy-five percent (75%) of the Real Estate Property Taxes attributable to the Value of the Addition shall be abated for the first full Tax Year immediately after the issuance of an occupancy permit for the Addition and after the Addition has become Fully Operational (“First Tax Year”).
- 2. Second Tax Year:** Fifty percent (50%) of the Real Estate Property Taxes attributable to the Value of the Addition shall be abated for the second full Tax Year after the issuance of an occupancy permit for the Addition and after the Addition has become Fully Operational (“Second Tax Year”).
- 3. Third Tax Year:** Twenty-five percent (25%) of the Real Estate Property Taxes attributable to the Value of the Addition shall be abated for the third full Tax Year after the issuance of an occupancy permit for the Addition and after the Addition has become Fully Operational (“Third Tax Year”).

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 subject property by the County Clerk as levied by applicable Bond resolutions.

Taxing Bodies shall not be obligated to abate Real Estate Property Taxes if the Addition does not become both Fully Assessed and Fully Operational within three (3) years of the date of this Agreement.

The aggregate amount of abated taxes for all taxing districts combined shall not exceed \$4,000,000 pursuant to 35 ILCS 200/18-165(a)(1)(C). Should it be determined that the aggregate amount abated has exceeded the statutorily allowable amount, the remaining abatement allowances shall cease to be extended and all duties of the Taxing Bodies under this Agreement shall cease.

**C. Assessment:**

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

D. Operational Requirements:

The abatement of Real Estate Property Taxes is conditioned upon the Property becoming and remaining Fully Operational for the years Applicant receives abatements plus the following three (3) Tax Years. Currently, Applicant employees one hundred four (104) individuals full-time on the Property. At least thirty (30) new jobs attributable to the Addition will be created by the end of the Second Tax Year. A minimum of five (5) additional full-time jobs will be created on the Property upon the Addition becoming Fully Assessed. In order for the Property to remain Fully Operational, the Applicant must maintain the following hiring schedule: Before the end of the First Tax Year, a minimum of another five (5) full-time jobs will be created, and before the end of the Second Tax Year, whatever remaining number of full-time jobs necessary to get to a total of thirty (30) new full-time jobs attributable to the Addition on the Property will be created. Applicant must maintain these thirty (30) new jobs plus the one hundred four (104) current jobs through the three (3) Tax Years following the end of the abatement period.

No later than March 1 following the date when the Addition has been Fully Assessed and on or before March 1 for each full tax abatement year and the three (3) Tax Years following the end of the abatement period, Applicant shall submit documentation on forms provided by the Kendall County Administrator demonstrating that the Property has become and remains Fully Operational and that the Applicant complies with employment requirements. The Applicant must also submit a payroll summary with listing of either the first name or initial of the employees or a listing of the employees' ID number along with job titles, salaries, benefits, county of residence, and hiring dates.

Should the Applicant fail to maintain the Property as Fully Operational by failing to (1) meet the above requirements for the number of employees; or (2) provide the information and documentation as set forth above, Applicant will have sixty (60) days to cure the defect. If no cure occurs within sixty (60) days, any Taxing Body may terminate their obligation to abate Real Estate Property Taxes under this Agreement. Upon such termination, the Applicant agrees to and shall repay the terminating Taxing Body 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 pursuant to this Agreement.

Should a material misrepresentation be discovered regarding Applicant's Application or any other documentation provided 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 Taxing Body shall be under no further obligation to abate Real Estate Property Taxes and the Applicant agrees to and shall repay the terminating Taxing Body 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 pursuant to this Agreement.

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 (3) 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 (3) 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, the Taxing Bodies will be under no further obligation to abate Real Estate Property Taxes, 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, or the County of Kendall. 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 within sixty (60) days of the 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. 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.

C. No Assignment or Transfer:

The abatement is specifically granted to the Applicant and may not be assigned or transferred. 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.

D. 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.

E. Early Closure of Applicant's Abated Facility:

The Applicant agrees that by signing this Agreement they will remain Fully Operational at the Property for a term of at least three (3) full years beyond the termination of the final tax abatement year. Should the Applicant cease operations at the Property or fail to remain Fully Operational during the abatement period or within three (3) years from the termination date of the abatement period, the Taxing Bodies shall have the right to require the Applicant to repay the total sum of all previously abated taxes and the Taxing Bodies will have no obligation to make future abatements under this Agreement.

F. Successors of Taxing Bodies:

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

G. 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.

H. 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 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.

I. 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.

J. 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.



K. 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.

L. 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.

M. 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.

N. 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.

**Little Rock 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.

**Little Rock 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.

**Plano Community Library District**

BY:

\_\_\_\_\_  
Authorized Officer . Date

ATTESTED:

\_\_\_\_\_  
Authorized Officer . Date

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

**Little Rock Fox Fire Protection District**

BY:

\_\_\_\_\_  
Authorized Officer Date

ATTESTED:

\_\_\_\_\_  
Authorized Officer Date









Property Information		
<b>Parcel Number</b> 01-01-200-002	<b>Site Address</b> 12127 B GALENA RD PLANO, IL 60545	<b>Owner Name &amp; Address</b> TMF MANAGEMENT LLC, 12127 B GALENA RD PLANO, IL, 60545
<b>Tax Year</b> 2020 (Payable 2021) ▼		
<b>Sale Status</b> None	<b>Neighborhood Code</b> Unincorporated	<b>Land Use</b> 0060
<b>Property Class</b> 0080 - INDUSTRIAL	<b>Tax Code</b> LR001 -	<b>Tax Status</b> Taxable
<b>Net Taxable Value</b> 650,111	<b>Tax Rate</b> 8.913860	<b>Total Tax</b> \$57,949.98
<b>Township</b> Little Rock Township	<b>Acres</b> 6.0000	<b>Mailing Address</b>
<b>Tract Number</b>	<b>Lot Size</b>	<b>TIF Base Value</b> 0
<b>Legal Description</b> N 720' X 363' TRACT SEC. 1-37-6		

Assessments						
Level	Homesite	Dwelling	Farm Land	Farm Building	Mineral	Total
DOR Equalized	102,329	547,782	0	0	0	650,111
Department of Revenue	102,329	547,782	0	0	0	650,111
Board of Review Equalized	102,329	547,782	0	0	0	650,111
Board of Review	102,329	547,782	0	0	0	650,111
S of A Equalized	102,329	547,782	0	0	0	650,111
Supervisor of Assessments	102,329	547,782	0	0	0	650,111
Township Assessor	102,329	547,782	0	0	0	650,111
Prior Year Equalized	99,349	531,827	0	0	0	631,176

Billing			
	1st Installment (Due 06/08/2021)	2nd Installment (Due 09/08/2021)	Totals
<b>Tax Billed</b>	\$28,974.99	\$28,974.99	\$57,949.98
<b>Penalty Billed</b>	\$0.00	\$0.00	\$0.00
<b>Cost Billed</b>	\$0.00	\$0.00	\$0.00
<b>Fees/Liens/SSA Billed</b>	\$0.00	\$0.00	\$0.00
<b>Total Billed</b>	\$28,974.99	\$28,974.99	\$57,949.98
<b>Amount Paid</b>	\$28,974.99	\$28,974.99	\$57,949.98
<b>Total Unpaid</b>	\$0.00	\$0.00	\$0.00
<b>Paid By</b>	TMF MANAGEMENT LLC	TMF MANAGEMENT LLC	
<b>Date Paid</b>	5/26/2021	9/1/2021	

No Forfeiture Information

No Exemptions

No Farmland Information

No Genealogy Information

Related Names

<b>OWNER</b>	TMF MANAGEMENT LLC, 12127 B GALENA RD PLANO, IL 60545
<b>Mailing Flags</b>	Tax Bill                      Change Notice Delinquent Notice        Exemption Notice

Sales History

Year	Document #	Sale Type	Sale Date	Sold By	Sold To	Gross Price	Personal Property	Net Price
2003	2003-39769	Deed	11/1/2003	OAK CREEK BUILDERS & DEVELOP	TMF MANAGEMENT LLC	\$700,000.00	\$0.00	\$700,000.00
2003	2003-37933	Deed	10/1/2003	CUNNINGHAM, JEFFREY	OAK CREEK BUILDERS & DEVELOP	\$300,000.00	\$0.00	\$300,000.00
1997	97009462	Deed	9/16/1997	CHICAGO T & TR CO 1087984	CUNNINGHAM, JEFFREY	\$510,000.00	\$0.00	\$510,000.00
1986	86000054	Deed	1/1/1986			\$0.00	\$0.00	\$0.00
1985	86000053	Deed	12/1/1985			\$550,000.00	\$0.00	\$550,000.00

Redemption Information

Year	Certificate	Type	Date Sold	Sale Status	Status Date	Penalty Date
▼ 2002	200-10075	Subsequent Sale	9/18/2003	Redeemed	10/29/2003	
▼ 2001	200-10075	Subsequent Sale	9/20/2002	Redeemed	10/29/2003	
▼ 2000	200-10075	Tax Sale	10/30/2001	Redeemed	10/29/2003	

Show 2 More

Exhibit A, Page 3

Taxing Bodies

District	Tax Rate	Extension
SCHOOL DIST CU-88	6.453650	\$41,955.89
COUNTY	0.623230	\$4,051.68
LITTLE ROCK-FOX FPD	0.558350	\$3,629.89
JR COLLEGE #516	0.437750	\$2,845.86
PLANO COMM LIB DIST	0.381690	\$2,481.41
LITTLE ROCK ROAD DISTRICT	0.207780	\$1,350.80
FOREST PRESERVE	0.158200	\$1,028.48
LITTLE ROCK TWP	0.093210	\$605.97
<b>TOTAL</b>	<b>8.913860</b>	<b>\$57,949.98</b>



- SCHOOL DIST CU-88
- COUNTY
- LITTLE ROCK-FOX FPD
- JR COLLEGE #516
- PLANO COMM LIB DIST
- LITTLE ROCK ROAD DISTRICT
- FOREST PRESERVE
- LITTLE ROCK TWP

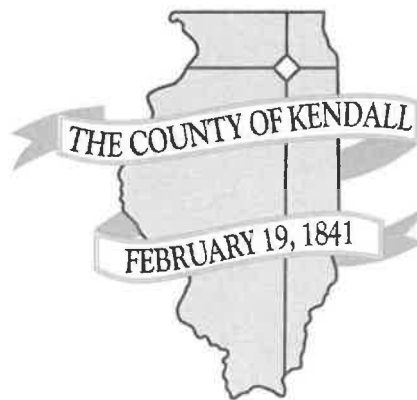
PARCEL DESCRIPTIONS

Exhibit A, Page 4

**PARCEL ONE:** THE NORTHERLY 720 FEET OF THE FOLLOWING DESCRIBED PROPERTY, TO-WIT: THAT PART OF THE EAST HALF OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE EAST ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER 19.508 CHAINS; THENCE SOUTH 12 DEGREES 40 MINUTES 00 SECONDS WEST 22.655 CHAINS; THENCE SOUTH 89 DEGREES 25 MINUTES 00 SECONDS WEST 11.535 CHAINS; THENCE SOUTH 27 DEGREES 30 MINUTES 00 SECONDS WEST 11.75 CHAINS; THENCE SOUTH 73 DEGREES EAST 6.25 CHAINS; THENCE SOUTH 19 DEGREES WEST 10.04 CHAINS TO THE CENTER OF THE OLD CHICAGO AND GALENA ROAD; THENCE NORTH 79 DEGREES 05 MINUTES 00 SECONDS WEST ALONG THE CENTER OF SAID ROAD, 387.88 FEET TO A POINT; THENCE NORTH 76 DEGREES 05 MINUTES 00 SECONDS WEST ALONG THE CENTER LINE OF SAID ROAD 796.12 FEET FOR A POINT OF BEGINNING; THENCE NORTHEASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE 1200 FEET; THENCE SOUTHEASTERLY PARALLEL WITH THE CENTER LINE OF SAID OLD CHICAGO AND GALENA ROAD 363 FEET; THENCE SOUTHWESTERLY AT RIGHT ANGLES TO THE CENTER LINE OF SAID ROAD 1200 FEET TO THE CENTER OF SAID ROAD; THENCE NORTHWESTERLY ALONG THE CENTER LINE OF SAID ROAD 363 FEET TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF LITTLE ROCK, KENDALL COUNTY, ILLINOIS.

**PARCEL TWO:** EASEMENT FOR INGRESS AND EGRESS FOR BENEFIT OF PARCEL ONE CREATED BY DEED DATED JUNE 2, 1977 AND RECORDED JUNE 3, 1977 AS DOCUMENT 77-3124 MADE BY THE OLD SECOND NATIONAL BANK, AS TRUSTEE UNDER TRUST NUMBER 2598 TO TWINOAK PRODUCTS, INC. OVER THE SOUTHEASTERLY 66 FEET OF THE SOUTHERLY 480 FEET OF THE FOLLOWING DESCRIBED PARCEL: THAT PART OF THE EAST HALF OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE EAST ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER 19.508 CHAINS; THENCE SOUTH 12 DEGREES 40 MINUTES 00 SECONDS WEST 22.655 CHAINS; THENCE SOUTH 89 DEGREES 25 MINUTES 00 SECONDS WEST 11.535 CHAINS; THENCE SOUTH 27 DEGREES 30 MINUTES 00 SECONDS WEST 11.75 CHAINS; THENCE SOUTH 73 DEGREES EAST 6.25 CHAINS; THENCE SOUTH 19 DEGREES WEST 10.04 CHAINS TO THE CENTER OF THE OLD CHICAGO AND GALENA ROAD; THENCE NORTH 79 DEGREES 05 MINUTES 00 SECONDS WEST ALONG THE CENTER LINE OF SAID ROAD 387.88 FEET TO A POINT; THENCE NORTH 76 DEGREES 05 MINUTES 00 SECONDS WEST ALONG THE CENTER LINE OF SAID ROAD 796.12 FEET FOR A POINT OF BEGINNING; THENCE NORTHEASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE 1200 FEET; THENCE SOUTHEASTERLY PARALLEL WITH THE CENTER LINE OF SAID OLD CHICAGO AND GALENA ROAD 363 FEET; THENCE SOUTHWESTERLY AT RIGHT ANGLES TO THE CENTER LINE OF SAID ROAD 1200 FEET TO THE CENTER OF SAID ROAD; THENCE NORTHWESTERLY ALONG THE CENTER LINE OF SAID ROAD 363 FEET TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF LITTLE ROCK, KENDALL COUNTY, ILLINOIS.

## Kendall County Application for Tax Abatement



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

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

*111 W. Fox Street, Room 316,  
Yorkville, IL 60560  
Phone: 630.385.3000  
Fax: 630.553.4214  
E-Mail [kendallesc@co.kendall.il.us](mailto:kendallesc@co.kendall.il.us)*



## Overview

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

## Goals and Objectives

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

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

## Eligible Projects

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

## Process

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

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

### **Abatement Terms & Levels**

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

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

### **Clawback Provisions and Verification Audit**

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

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

Name of Company: TMF Management, LLC

Corporate Address: 12127B Galena Road Plano, IL 60545

Company Contact Person: Greg Kuppler

Address: 12127B Galena Road Plano, IL 60545

Phone: 630-552-7575

Fax: \_\_\_\_\_

Proposed Location in Kendall County: 12127B Galena Road Plano, IL

PIN #: 01-01-200-002

Proposed start of Construction: March 2022

Proposed start up of Operations: Summer 2022

What product(s) or services will be produced in the proposed facility?

TMF Management owns the building and TMF Plastic Solutions, LLC is the lessee. TMF Plastic Solutions, LLC manufactures and distributes plastic products so the facility will be an expansion of its operations. The lease agreement expires on January 1, 2042.

**EMPLOYMENT**

What specific jobs will be created? If phased employment is planned please provide details. Use additional pages if necessary.

Job Title	Mgt., Supv., or Worker	Occupational Code	Number of Jobs			Wages/ Salaries*	
			Initial	After Year 1	After Year 2	Starting	Maximum
Production labor	Worker		10	20	20	\$13	\$16

*\*Not Including Benefits*

Explanation and details of work force.

The workforce primarily consists of machine operators and production laborers.

**EMPLOYEE BENEFITS**

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

<b>Fringe Benefit</b>	<b>Type of Benefit</b>	<b>Company Portion</b> (Annual %)	<b>Employee Portion</b> (Annual %)
Medical Insurance	HMO, PPO, HSA	Varies*	Varies*
Dental Insurance	PPO	0%	100%
Vision Insurance	Voluntary	0%	100%
Pension Plan Defined Benefit 401(K)	401(k) Plan	We are considering implementing a matching contribution	Pre-tax and Roth
Disability			
Life Insurance	Voluntary	0%	100%
Other Benefits (please specify)	ESOP**	100%	0%

\*Employer pays a flat amount regardless of coverage levels so percentages vary based on plan and coverages but generally employer covers about 30% for family and approximately 85% for employee-only coverage.

\*\*Employer is an employee-owned company.



**IMPACT UPON INFRASTRUCTURE**

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

No additional utilities or infrastructure will be needed as we will tap into existing lines.

How will they be funded?

n/a

**IMPACT UPON THE ENVIRONMENT**

A. Will there be any pollution of air, water, soil, sound, etc.? If so, please describe?

No

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

No

C. Will any waivers or exceptions from either Federal or State E.P.A. be needed? If so, please specify and attach any E.P.A. phase reports.

No

D. Are you familiar with Kendall County and other local performance standards? (Refer to Kendall County zoning ordinance and any applicable municipal code.) Will the proposed facility meet or exceed these standards? Please explain.

Yes

APPROPRIATE LOCATION

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

Kendall County

What is the current zoning?

0080 - Industrial

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

n/a

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

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

  
Signature

2/23/2022  
Date

President  
Title



**AGREEMENT  
FOR  
*TMF Management, LLC*  
ABATEMENT OF REAL PROPERTY TAXES**

**EXHIBIT "C"**

***CONTACT INFO***

TMF Management, LLC  
12127B Galena Road  
Plano, IL 60545  
630-552-7575  
ben@tmfplastics.com

**AGREEMENT  
FOR  
*TMF Management, LLC*  
ABATEMENT OF REAL PROPERTY TAXES**

**EXHIBIT "D"**

***Description of Addition***

Property addition is about 20,000 square feet used primarily for warehousing inventory and other materials used in the manufacturing process.

**SITE DATA:**

TOTAL ACRES - 6.0 AC  
 EXISTING PARKING - 39 STALLS  
 2 HANDICAP  
 NEW PARKING - 0 STALLS

**BUILDING COVERAGE:**

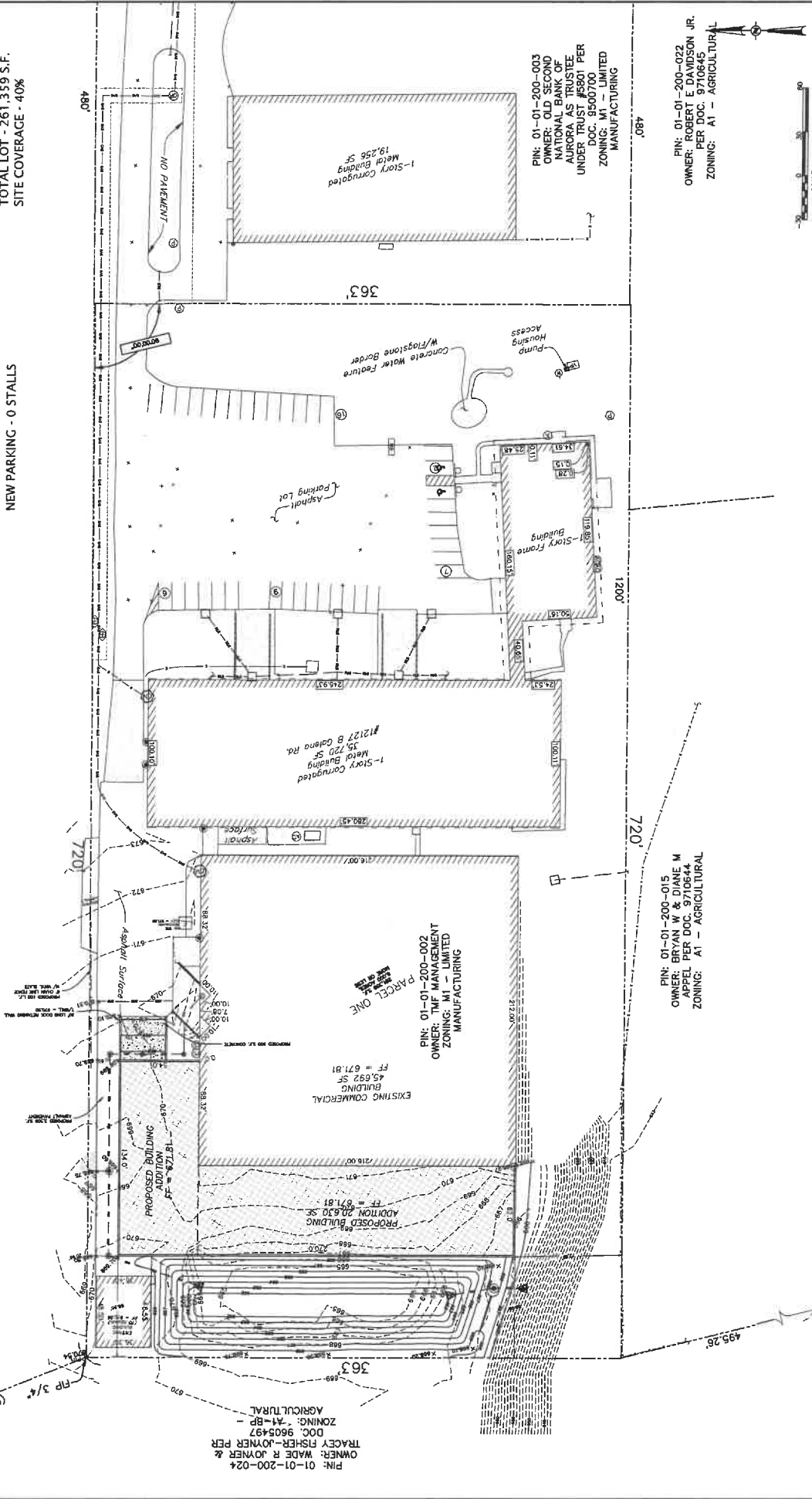
EXISTING BLDGS - 83,227 S.F.  
 PROPOSED BLDGS - 20,630 S.F.  
 TOTAL BLDGS - 103,857 S.F.  
 TOTAL LOT - 261,359 S.F.  
 SITE COVERAGE - 40%

PIN: 01-01-200-013  
 OWNER: KONICEK FAMILY LTD.  
 PARTNERSHIP PER DOC. 0000277  
 ZONING: A1 - AGRICULTURAL

TOTAL ACRES - 6.0 AC

EXISTING PARKING - 39 STALLS  
 2 HANDICAP

NEW PARKING - 0 STALLS



PIN: 01-01-200-024  
 OWNER: WADE R JOYNER &  
 TRACEY FISHER-JOYNER PER  
 DOC. 9605497  
 ZONING: A1-BP -  
 AGRICULTURAL

PIN: 01-01-200-002  
 OWNER: TMF MANAGEMENT  
 ZONING: A1 - LIMITED  
 MANUFACTURING

PIN: 01-01-200-015  
 OWNER: BRYAN W & DIANE M  
 APPEL PER DOC. 9710644  
 ZONING: A1 - AGRICULTURAL

PIN: 01-01-200-003  
 OWNER: OLD SECOND  
 NATIONAL BANK OF  
 ILLINOIS  
 UNDER TRUST PER  
 DOC. 9500700  
 ZONING: M1 - LIMITED  
 MANUFACTURING

PIN: 01-01-200-022  
 OWNER: ROBERT E DAVIDSON JR.  
 PER DOC. 9710645  
 ZONING: A1 - AGRICULTURAL



<p>TEBRUGGE ENGINEERING          40 E CHURCH STREET - SUITE A • RANDOLPH, IL 60448          PHONE (815) 786-2455    TEBRUGGEENGINEERING.COM</p>	PREPARED FOR: TMF PLASTIC SOLUTIONS, LLC 12127 GALENA RD-UNIT B, PLANO, IL 60545	PROJECT NO.: 21.004.01 SHEET NO.: <b>1</b> SCALE: 1" = 30' DATE: NOV 15, 2021
	TMF PLASTIC BUILDING ADDITION FINAL PLAN	

Kendall County Forest Preserve District  
 FY 23-24 Fees and Charges  
 September 19, 2023 - PROPOSED

Description	Type	Security Deposit	Current Rates Schedule	Proposed Rate Increases
<b>Historic Courthouse Meeting Room and Courtroom Rentals</b>				
East Conference Room	Meeting room	\$100	\$20/hr. resident; \$30/hr. non-resident	
Upper Conference Room	Meeting room	\$100	\$20/hr. resident; \$30/hr. non-resident	
Historic Courtroom	Courtroom	\$100	\$40/hr. resident; \$60/hr. non-resident	
<b>Forest Preserve Shelter, Bunkhouse, and Campsite Rentals</b>				
Richard Young FP	Shelter	N/A	\$60/resident; \$85/non-resident	
Jay Woods FP	Shelter	N/A	\$60/resident; \$85/non-resident	
Subat FP	Shelter	N/A	\$60/resident; \$85/non-resident	
Harris FP	Shelter	N/A	\$60/resident; \$85/non-resident	
Harris - Shelter 1 and 4 (combined)	Shelters 1 and 4	N/A	\$100/resident; \$125/non-resident	
Harris FP	Shelter 1 and 4 - 5-day	N/A	\$500 for weekday rental	Required Combined Rental Only
Pickertill-Pigott Forest Preserve	Shelter	N/A	\$60/resident; \$85 non-resident	
Shelter Rental for Groups over 100*	Shelter	N/A	\$25 per shelter rental for group sizes greater than 100 people	
Shelter or Group Campsite Rescheduling Fee	Shelters and Campsites	N/A	\$25 per event	\$25 (Within 1-Calendar Year of Event Date and Reschedule within 30-days Only)
Hoover FP	Bunkhouse	\$100 per Bunkhouse Rental	\$180/resident; \$240/non-resident	\$50 (Within 1-Calendar Year of Event Date and Reschedule within 30-days Only)
Bunkhouse Rescheduling Fee	Bunkhouse		\$25 per event	\$50 (Within 1-Calendar Year of Event Date and Reschedule within 30-days Only)
Hoover FP - Campsite and Bunkhouse Non-Emergency Call-out Fee (8 pm to 8 am)*	Bunkhouse and Group Campsite Rentals	N/A	\$40 charge for non-emergency callouts between 8 pm and 8 am the following day	
Hoover FP	Group campsite	N/A	\$65/resident; \$85/non-resident	
Hoover FP	Family campsite	N/A	\$20/resident; \$30/non-resident	
Harris FP	Horse Arena	N/A	\$100 per day	
Firewood Bundles	Firewood	N/A	\$25 per bundle	
<b>General Use Ordinance Special Use Permits</b>				
Special Event Permit Fees	Permit Fee	N/A	\$75 / \$200 / \$300 Assigned Fee	
<b>White-Tailed Deer Bow Hunt CWD Permits</b>				
Bow Hunt Season Permit	Permit Fee	N/A	\$250 R / \$350 NR	
Bow Hunt Weekend Permit	Permit Fee	N/A	\$50 R / \$100 NR	
<b>Hoover - Meadowhawk Lodge Rental</b>				
Friday, Saturday & Sunday (Weddings/Receptions/Spec. Events)	Meadowhawk Lodge	50% of total cost	\$1,900 (8 am - 10 pm)	\$2,000 (8 am to 10 pm)
Weekend - other events	Meadowhawk Lodge	50% of contracted time	\$90/hr resident - \$110/hr non-resident	\$110/hr resident - \$130/hr non-resident (3-hr. min.)
Weekday - other events	Meadowhawk Lodge	50% of contracted time	\$60/hr residents - \$80/hr non-resident	\$75/hr residents - \$90/hr non-resident (3-hr. min.)
Meadowhawk Lodge Package (weekdays only)	Meadowhawk Lodge & Bunkhouses	\$100 per Bunkhouse Rental	Bunkhouse: \$180/resident; \$240/non-resident Lodge: \$250	
Not-for-Profit and Government Rate	Meadowhawk Lodge	50% of contracted time	10% (May-Oct)-10% (Nov - Apr) discount	
Client Set-up / Clean-up Time	Meadowhawk Lodge	N/A	\$15 per hour for each hour of set-up / clean-up	
Set-up / Clean-up by District (optional)	Meadowhawk Lodge	N/A	\$50 setup <u>or</u> cleanup/\$75 for setup <u>and</u> clean-up	\$100 (up to 50 guests) / \$150 (over 51 guests)
Event Host (For Hourly Events w Alcohol Service)	Meadowhawk Lodge	N/A		\$100 per event
Meadowhawk Lodge Rescheduling Policy Fee	Meadowhawk Lodge	N/A	\$25 (Within 1-Calendar Year of Event Date)	\$100 (Within 1-Calendar Year of Event Date and Reschedule within 30-days Only)
Sound System	Meadowhawk Lodge	N/A	\$25 per rental event	

Description	Type	Security Deposit	Current Rates Schedule	Proposed Rate Increases
<b>Pickerill-Pigott - Ken Pickerill Estate House Rental</b>				
Friday, Saturday & Sunday (Weddings/Receptions/Spec. Events)	House, Patio, Shelter	50% of total cost	\$2,500 (8 am - 10 pm)	
Weekend - other events	House, Patio, Shelter	50% of contracted time	\$125/hr resident - \$150/hr non-resident	
Weekday - other events	House, Patio, Shelter	50% of contracted time	\$80/hr residents - \$105/hr non-resident	
Pickerill House	House/Meeting Space	50% of contracted time	\$100/hr resident; \$120/hr non-resident	
Not-for-Profit and Government Rate	House, Patio, Shelter	N/A	10% (May-Oct) - 10% (Nov - Apr) discount	
Client Set-up / Clean-up Time	House, Patio, Shelter	N/A	\$15 per hour for each hour of set-up / clean-up	
Set-up / Clean-up by District (optional)	House, Patio, Shelter	N/A	\$75 for setup <u>and</u> clean-up	\$100 (up to 50 guests) / \$150 (over 51 guests) \$100 per event
Event Host (For Hourly Events w Alcohol Service)	House, Patio, Shelter	N/A		
Pickerill Estate House Rescheduling Policy Fee	House, Patio, Shelter	N/A	\$25 (Within 1-Calendar Year of Event Date)	\$100 (Within 1-Calendar Year of Event Date and Reschedule within 30-days Only)
Sound System	House, Patio, Shelter	N/A	\$25 per rental event	
<b>Baker Woods - Ellis House Rental</b>				
Friday, Saturday & Sunday (Weddings/Receptions/Spec. Events)	Ellis House/Grounds	\$1,000	\$2,100	
Saturday (wedding)	Ellis House/Grounds	\$1,000	\$2,100	
Weekday and Weekend House and Grounds - Other Events	Ellis House/Grounds	50% of contracted time	\$150/hr	
Weekday & Weekend other events (House)	Ellis House	50% of contracted time	\$75/hr	
Weekday & Weekend Classroom	Ellis Classroom	50% of contracted time	\$50/hr	
Not-for-Profit and Government Rate	Ellis House	N/A	10% (May-Oct) discount - 10% (Nov - Apr) discount	
Ellis House and Grounds Event Rescheduling Policy Fee	Ellis House /Grounds/ Classroom	N/A	\$25 (Within 1-Calendar Year of Event Date)	\$100 (Within 1-Calendar Year of Event Date and Reschedule within 30-days Only)
Client Set-up / Clean-up Time	Ellis House/Grounds	N/A		\$15 per hour for each hour of set-up / clean-up
Event Host (For Hourly Events w Alcohol Service)	Ellis House/Grounds	N/A	\$300 setup and clean-up	\$100 per event
Set-up / Clean-up (optional)	Ellis House/Grounds	N/A		
Firewood	Ellis House	N/A	\$30	
Preferred Catering Program	Ellis House	\$200 First-Time Security Deposit	\$150 annual fee	
<b>Wedding Rental - Promotional Package</b>				
Ellis House or Meadowhawk Lodge Rental	Ellis House / Meadowhawk Lodge	50% of contracted time	50% discount off the hourly rental fees at Ellis House or Meadowhawk Lodge with a Wedding, Reception or Special Event rental purchase at either facility	

Description	Type	Security Deposit	Current Rates Schedule	Proposed Rate Increases
<b>Ellis Equestrian Center - Lessons</b>				
Beginner Rider Lessons (Single Lesson)	Public Program	N/A	Resident: \$53 / Non-Resident: \$61	
Beginner Rider Lessons (5-Lesson Package)	Public Program	N/A	Resident: \$210 / Non-Resident: \$240	
Beginner Rider Semi-Private (Single Lesson)	Public Program	N/A	Resident: \$42 / Non-Resident: \$48	
Beginner Rider Semi-Private (5-Lesson Package)	Public Program	N/A	Resident: \$165 / Non-Resident: \$193	
Lead Line Lessons (Single Lesson)	Public Program	N/A	Resident: \$30 / Non-Resident: \$34	
Lead Line Lessons (5-Lesson Package)	Public Program	N/A	Resident: \$130 / Non-Resident: \$145	
Pony Club (Apr-June; July-Sept; Oct-Dec)	Public Program	N/A	\$150 Per Session (Non-Lesson Student) / \$125 (Concurrent Lesson Enrollment)	
Pony Club (Jan-Mar)	Public Program	N/A	\$75 Per Session (Non-Lesson Student) / \$65 (Concurrent Lesson Enrollment)	
<b>Ellis Equestrian Center - Camps</b>				
Parent and Tot Day Camp	Camp Program	N/A	Resident: \$60 / Non-Resident: \$66	
Pony 2-Overnight/3-Day Camp Experience	Camp Program	N/A	Resident: \$450 / Non-Resident: \$500	
3-Day Pony Camp	Camp Program	N/A	Resident: \$236 / Non-Resident: \$247	
<b>Ellis Equestrian - Center Birthdays Parties</b>				
Ellis Horse & Pony Birthday Parties	Public Program	\$100 at time of reservation applied to total cost	Resident: \$250 + \$25 for each child over 10 - Non-Resident \$260 + \$26 for each child over 10	
<b>Ellis Equestrian Center - Other</b>				
Group Adventure Tours (1-Hour)	Public Program	50% of total cost	Resident: \$85 max 7 pp + \$14 for each add'l pp / Non-Resident: \$85 max 6 pp + \$14 for each add'l pp	
Cub Scout and Girl Scout Badge Programs	Public Program	\$100 at time of reservation applied to total cost	Resident: \$250 for up to 10 pp - \$25 per for each add'l - Non-Resident \$260 for up to 10 pp - \$25 per for each add'l	
Equestrian Center Field Trip Programs	School Program	50% of total cost	\$12 per student (Min: 10)	
Hay Wagon Ride /Horseshoe Craft/Ellis Patch Options	Public Program	N/A	\$3 per person	
Face Paint Option	Public Program	N/A	\$2 per person	
Pony Ride Add On Option	Public Program	N/A	\$10 per person	
<b>Environmental Education Birthday Party, Announced Nature, Scout and Senior Programs</b>				
Cub Scout and Girl Scout Badge Programs	School Program	N/A	\$8 per scout (minimum \$64 program fee)	
Nature-themed Birthday Parties	Public Program	N/A	\$150 (5-10); \$175 (11-20); \$200 (21-30)	
Bunkhouse Package Discount	Scout Program	N/A	R \$140 per night/NR \$200 per night NR	\$175 (1-15); \$200 (16-30)
Group Campsite Package Discount	Scout Program	N/A	R \$35 per night/NR \$55 per night	
Canoe Trips	Public Program	N/A	\$30 per person	
Programs for Seniors	Public Program	N/A	\$70 per 1-Hour Program / \$60 per Program for Seasonal Series	\$70 per 1-Hour Program
<b>Environmental Education School Programs</b>				
Animals in Winter	School Program	N/A	\$3.50 per student	
Biomimicry	School Program	N/A	\$7 per student	
Bugfest	School Program	N/A	\$7 per student	
Zootherapy	School Program	N/A	\$7 per student	
Fossils	School Program	N/A	\$7 per student	
Native Americans	School Program	N/A	\$7 per student	
Teeth Younger	School Program	N/A	\$3.50 per student	
Teeth Older	School Program	N/A	\$7 per student	
Adaptations in School	School Program	N/A	\$7 per student	
Ecosystems Harris	School Program	N/A	\$7 per student	
Wetland in School	School Program	N/A	\$7 per student	
Maple Syrup	School Program	N/A	\$7 per student	
Project Hoover	School Program	N/A	\$10 per student	
Weather	School Program	N/A	\$7 per student	
Reptiles and Amphibians	School Program	N/A	\$7 per student	
Other Pre-School	School Program	N/A	\$7 per student	
Other School Age	School Program	N/A	\$7 per student	



Description	Type	Security Deposit	Current Rates Schedule	
<b>Environmental Education Camp Programs</b>				
Winter and Spring Break Camp	Camp Program	N/A	\$90.00	\$100.00
1-Day Summer Camp	Camp Program	N/A	\$40.00	
Camp for Ages 1-3 Years	Camp Program	N/A	\$40.00	
Camp for Ages 4 through Kindergarten	Camp Program	N/A	\$145.00	
Camp for Grades 1 through 3	Camp Program	N/A	\$200.00	
Camp for Grades 4 through 6	Camp Program	N/A	\$200.00	
Camp for Grades 7 through 9	Camp Program	N/A	\$200.00	
NatureQuest	Camp Program	N/A	\$220.00	
Laws of Nature Family Exploration	Family Program	N/A	\$15 (group size 1-5) / \$25 (group size 6-10)	
Summer Family Adventures - 1-Hour Program	Family Program	N/A	\$35 (1-5 part.) / \$55 (6-9 part.)	
Summer Family Adventures - 2-Hour Program	Family Program	N/A	\$55 (1-5 part.) / \$75 (6-9 part.)	
Summer Family Adventure - Family Horse Adventure	Family Program	N/A	Resident/NR: \$75 - Additional \$12.50 fee per person for groups over 6	
Summer Family Adventures - Full Moon Adventures	Family Program	N/A	\$80 (1-5 part.) / \$100 (6-9 part.)	
Afternoon Adventures	After School Program	N/A	\$360.00	
Afterschool Enrichment (Various Titles/Age Groups)	After School Program	N/A	\$70.00	
Counselor in Training	Camp Program	N/A	\$200.00	
<b>Environmental Education - Natural Beginnings</b>				
Registration Fee	Preschool Program	N/A	150 + 10% non-refundable tuition applied to 4th quarterly payment	
Late Payment Fee	Preschool Program	N/A	\$15 after 5-Day Grace Period	
3-Day Sessions	Preschool Program	N/A	\$2,200	\$2,400
2-Day Sessions	Preschool Program	N/A	\$1,700	\$1,800

All credit card payments are charged a 2.5% transaction fee.

To: Kendall County Forest Preserve District Board of Commissioners  
From: Julia Granholm, Reservations Manager and Accounting Coordinator  
RE: Proposed Reschedule Policy Changes and Reschedule fee increases  
Date: September 19, 2023

Kendall County Forest Preserve District staff has completed a review our current rescheduling fees and policies due to an increase of requests for event rescheduling.

The proposed policy changes have been reviewed by the Operations Committee and Committee of the Whole.

Due to high demand for reservations of District facilities and venues, staff recommends the following policy and fee changes to be implemented effective December 1, 2023:

#### **Family Campsites**

Current Reschedule Policy: The District allows a one-time rescheduling of any reservation with the License payment applied to the rescheduled event. All rescheduled events must occur within one year of the date of the original event. There will be a \$25.00 reschedule fee applied to the reservation.

Recommended Changes: There is no reschedule permitted for Family Campsites due to the cost of the Family Campsites being \$20.00 (Kendall Residents)/\$30.00 (Kendall Non-residents). Licensees must fill out a new License Agreement Request form and pay the fees associated with the reservation.

#### **Group Campsites**

Current Reschedule Policy: The District allows a one-time rescheduling of any reservation with the License payment applied to the rescheduled event. All rescheduled events must occur within one year of the date of the original event. There will be a \$25.00 reschedule fee applied to the reservation.

Recommended Changes: The District allows a one-time rescheduling of any reservation with the License payment applied to the rescheduled event. All rescheduled events must occur within one year of the date of the original event. There will be a \$25.00 reschedule fee applied to the reservation. **Rescheduled Event date must be communicated within 30 days of the original booked date. Payment is due in full and is non-refundable if event is cancelled.**

#### **Shelters**

Current Reschedule Policy: The District allows a one-time rescheduling of any reservation with the License payment applied to the rescheduled event. All rescheduled events must occur within one year of the date of the original event. There will be a \$25.00 reschedule fee applied to the reservation.

Recommended Changes: The District allows a one-time rescheduling of any reservation with the License payment applied to the rescheduled event. All rescheduled events must occur within one year of the date of the original event. There will be a \$25.00 reschedule fee applied



to the reservation. **Rescheduled Event date must be communicated within 30 days of the original booked date. Payment is due in full and is non-refundable if event is cancelled.**

**Bunkhouses**

Current Reschedule Policy: The District allows a one-time rescheduling of any reservation with the License payment applied to the rescheduled event. All rescheduled events must occur within one year of the date of the original event. There will be a \$25.00 reschedule fee applied to the reservation.

Recommended Changes: The District allows a one-time rescheduling of any reservation with the License payment applied to the rescheduled event. All rescheduled events must occur within one year of the date of the original event. There will be a **\$50.00** reschedule fee applied to the reservation. **Rescheduled Event date must be communicated within 30 days of the original booked date. Payment is due in full and is non-refundable if event is cancelled.**

**Meadowhawk Lodge, Pickerill Estate House**

Current Reschedule Policy: The District allows a one-time rescheduling of any reservation with the License payment applied to the rescheduled event. All rescheduled events must occur within one year of the date of the original event. There will be a \$25.00 reschedule fee applied to the reservation.

Recommended Changes: The District allows a one-time rescheduling of any reservation with the License payment applied to the rescheduled event. All rescheduled events must occur within one year of the date of the original event. There will be a **\$100.00** reschedule fee applied to the reservation. **Rescheduled Event date must be communicated within 30 days of the original booked date. Payment is due in full and is non-refundable if event is cancelled.**

Justification: The District's opportunity to reschedule facilities and venues is significantly impacted by last minute cancellations and requests for rescheduling. The District is experiencing increased demand for use facilities and venue space. The District's budget is impacted, with potential revenues reduced by rescheduled events.

**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 an 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 District 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 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.
  - 3.2. The Village will not be reimbursed from the Grant award for One Hundred Twenty-Eight Thousand and 00/100 Dollars (\$128,000.00), which will be counted towards the Grant's fifty percent (50%) matching requirement.
  - 3.3. The estimated fair market value of the Baker Property 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, which will be reimbursed from the Grant award.
  - 3.4. TCF will transfer the Baker Property to the District by way of 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 fifty percent (50%) matching requirement.
  - 3.5. 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.

- 3.6. Unless otherwise required, the District shall be responsible for the closing costs for the Baker Property and the Village shall be responsible for the closing costs for the Zavala Property.
- 3.7. This intergovernmental agreement is contingent upon both the Baker Property and Zavala Property appraising at the values stated within this agreement. Following the award of a grant, unless otherwise required, the District shall be responsible for obtaining a fair market appraisal that meets the Uniform Appraisal Standards for Federal Land Acquisitions (“Yellow Book” Standards) for the Baker Property, and the Village shall be responsible for obtaining a fair market appraisal that meets said standards for the Zavala Property.
- 3.8. It is understood by both the Village and District that in the event that either the Baker or Zavala property appraisal values fall below the estimated fair market values as stated herein, the agreement shall be null and void unless otherwise mutually agreed in writing by the parties.

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 (5<sup>th</sup>) 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 (3<sup>rd</sup>) 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: Brian Debolt  
Its: President  
Date: \_\_\_\_\_

**Attest:**

\_\_\_\_\_  
By: Seth Wormley  
Its: Secretary  
Date: \_\_\_\_\_

# **Exhibit A**

**(Legal Description of the Baker Property)**

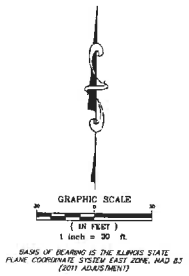




# **Exhibit B**

**(Legal Description of the Zavala Property)**

# ALTA / NSPS LAND TITLE SURVEY

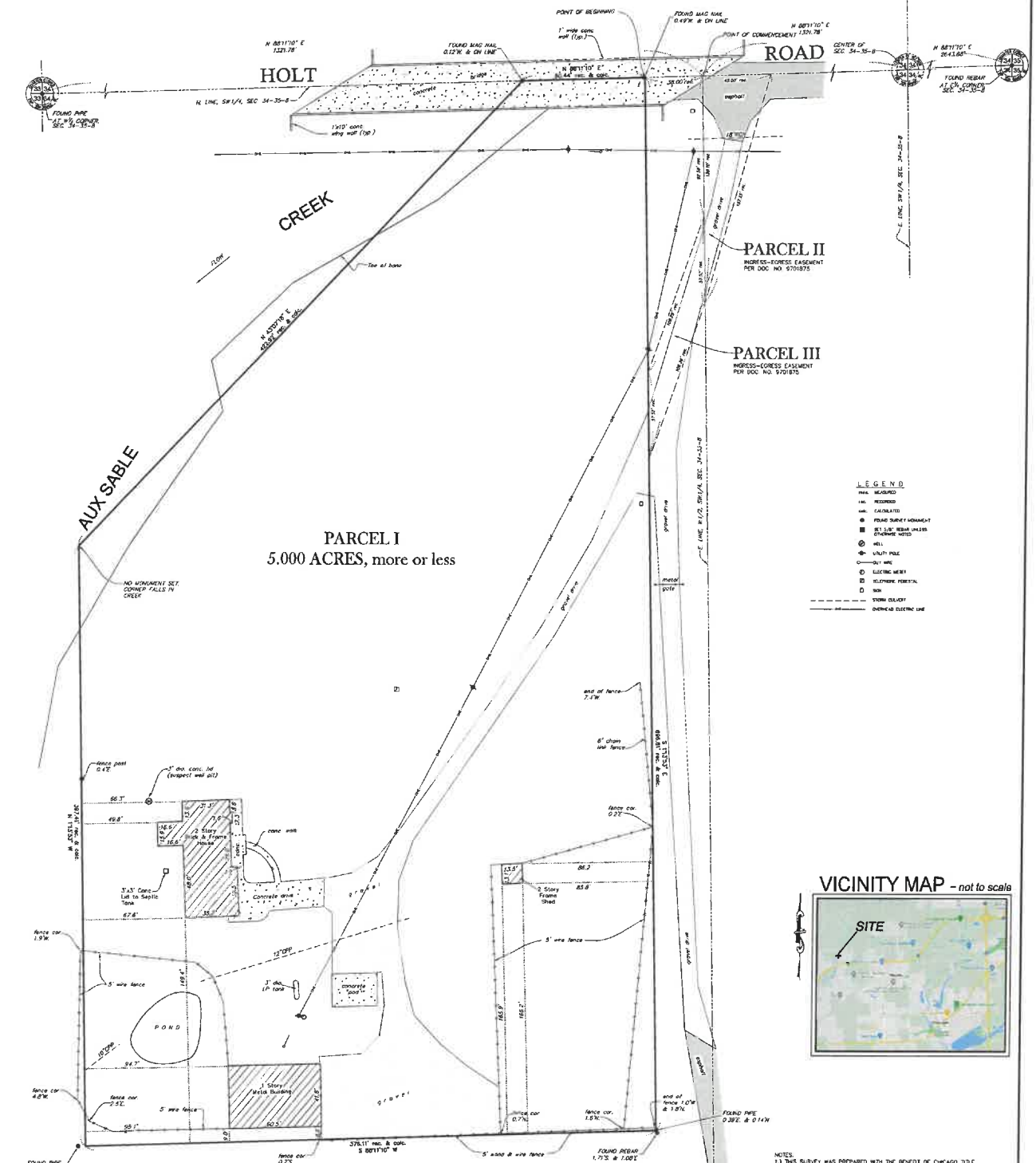


**LEGAL DESCRIPTION:**

**PARCEL II:** 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 BEGINNING AT THE NORTHEAST CORNER OF SAID WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 34, THENCE SOUTH 89 DEGREES 35 MINUTES 32 SECONDS WEST ALONG THE NORTH LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 34 FOR A DISTANCE OF 58.80 FEET TO THE POINT OF BEGINNING, THENCE SOUTH 89 DEGREES 10 MINUTES 32 SECONDS WEST FOR A DISTANCE OF 648.81 FEET, THENCE SOUTH 89 DEGREES 35 MINUTES 32 SECONDS WEST FOR A DISTANCE OF 376.18 FEET, THENCE NORTH 00 DEGREES 10 MINUTES 32 SECONDS EAST FOR A DISTANCE OF 132.41 FEET, THENCE NORTH 44 DEGREES 33 MINUTES 43 SECONDS EAST FOR A DISTANCE OF 423.50 FEET TO A POINT ON THE NORTH LINE OF SAID WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 34, THENCE NORTH 00 DEGREES 35 MINUTES 35 SECONDS EAST ALONG THE LAST DESCRIBED LINE FOR A DISTANCE OF 80.44 FEET TO THE POINT OF BEGINNING.

**PARCEL III:** EASEMENT FOR THE BENEFIT OF PARCEL I AS GRANTED IN THE INGRESS AND EGRESS AND UTILITIES EASEMENT GRANT FROM THOMAS ARTHUR BERGO TO ROBERT P. CARUSO AND MELISSA J. CARUSO, HUSBAND AND WIFE, AS JOINT TENANTS DATED FEBRUARY 17, 1997 AND RECORDED FEBRUARY 28, 1997 AT 9:21 AM 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 00 DEGREES 10 MINUTES 32 SECONDS WEST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 34 FOR A DISTANCE OF 48.80 FEET TO A POINT, THENCE SOUTH 10 DEGREES 48 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 131.18 FEET TO A POINT ON THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 34 FOR A DISTANCE OF 80.88 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 109.29 FEET TO THE POINT OF BEGINNING, ALL IN KENDALL COUNTY, ILLINOIS.

**LOCAL PARCEL ADDRESS:**  
3763 HOLT ROAD  
BROOKFIELD, ILLINOIS  
BUYER: THE CONSERVATION FOUNDATION  
SELLER: ZAVALLA  
PIN# 05-34-300-068



- LEGEND**
- IRON MEASURED
  - IRON REBAR
  - IRON CASING
  - IRON NAIL
  - IRON PIN
  - IRON ROD
  - IRON STAKE
  - IRON SPIKE
  - IRON TUBE
  - IRON PIPE
  - IRON WIRE
  - IRON BOLT
  - IRON NUT
  - IRON WASHER
  - IRON PLATE
  - IRON ANGLE
  - IRON FLANGE
  - IRON GASKET
  - IRON SHIM
  - IRON SPACER
  - IRON SUPPORT
  - IRON BASE
  - IRON BRACKET
  - IRON CLEVIS
  - IRON HOOK
  - IRON PINHEAD
  - IRON PINPOINT
  - IRON PINMARK
  - IRON PINHOLE
  - IRON PINRIDGE
  - IRON PINRUNNEL
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TO: ALEANDRO ZAVALLA  
THE CONSERVATION FOUNDATION  
VILLAGE OF MINOOKA  
CHICAGO ILLINOIS

THIS IS TO CERTIFY THAT THIS MAP OR PLAN AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA AND NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS.

FIELD WORK COMPLETED: 02/06/2023

DATED THIS 18TH DAY OF JULY 2023

BY:   
ROBERT P. CARUSO, LICENSED PROFESSIONAL LAND SURVEYOR (DPT LICENSE NUMBER 120-39-3900)  
OF THE PROFESSION OF PROFESSIONAL LAND SURVEYING, AND I HEREBY CERTIFY THAT I AM THE SURVEYOR WHO PREPARED THIS DRAWING.

**NOTES:**  
1. THIS SURVEY WAS PREPARED WITH THE BENEFIT OF CHICAGO TITLE INSURANCE COMPANY FILE COMMITMENT NO. 2305858007Y, DATED MAY 23, 2023.

NO.	DATE	REVISIONS	BY
1.1	02/02/23	REVISED PER MINIMUM STANDARD DETAIL REQUIREMENTS	RP
2	05/18/2023	REVISION: ADD PROPERTY TO PARCEL II AND CORRECT TITLE REQUIREMENTS	RP

**RT Ruettiger, Tonelli & Associates, Inc.**  
Surveying • Planning • Photogrammetry • Landmark • GIS • Consulting  
170 CAMPA DRIVE • SUITE 100 • WOODSTOCK, ILLINOIS 60090  
P.O. BOX 764800 • PALM BEACH, FLORIDA 33476  
www.rtaill.com

SCALE: 1" = 30' SCALE: 1" = 30' DRAWN BY: TB CHECKED BY: RP  
PREPARED FOR: DAY & ROBERT 300 E. 5th AVENUE, SUITE 305 FIELD BOOK: 24-44  
HAPER, ILL. KENDALL, ILL. 60135 PACE: 56-50  
DRAWING NO.: 302-0081-A

NOT OVERLY FINELY BY MEASUREMENT DISTANCES LEVEL OF SERVICE SHOULD BE PROVIDED IN REPORT TO THE CLIENT FOR EXPLANATION OF CONTRACT.  
FOR READING THIS MAP AND OTHER INSTRUMENTS, SEE BOTTOM LEFT HAND CORNER OF THIS DRAWING FOR THE LOCATION OF THE CONTRACTS AND OTHER INSTRUMENTS.

# Resolution of Authorization

Resolution of Authorization - Applicant (Sponsor) Legal Name: **Kendall County Forest Preserve District**

Resolution of Authorization - Project Title: **Aux Sable Springs Park Addition**

The Applicant Sponsor hereby certifies and acknowledges that it has the sufficient funds necessary (includes cash and value of donated land) to complete the pending LWCF project within the timeframes specified herein for project execution, and that failure to adhere to the specified project timeframe or failure to proceed with the project because of insufficient funds or change in local recreation priorities is sufficient cause for project grant termination which will also result in the ineligibility of the local project sponsor for subsequent Illinois DNR outdoor recreation grant assistance consideration in the next two (2) consecutive grant cycles following project termination.

## Acquisition and Development Projects

It is understood that the project must be completed within the timeframe established. The LWCF timeframe is as specified in the project agreement. The last reimbursement request must be submitted within one year of the expiration date. Failure to do so will result in the Project Sponsor forfeiting all project reimbursements, and relieves IDNR from further payment obligations on the grant.

The Applicant Sponsor further acknowledges and certifies that it will comply with all terms, conditions and regulations of 1) the federal Land & Water Conservation Fund (LWCF) program (17 IL Adm. Code 3030), as applicable, 2) the federal Uniform Relocation Assistance & Real Property Acquisition Policies Act of 1970 (P.L. 91-646) and, as applicable, 3) the Illinois Human Rights Act (775 ILCS 5/1-101 et.seq.), 4) Title VI of the Civil Rights Act of 1964, (P.L. 83-352), 5) the Age Discrimination Act of 1975 (P.L. 94-135), 6) the Civil Rights Restoration Act of 1988, (P.L. 100-259) and 7) the Americans with Disabilities Act of 1990 (PL 101-336); and will maintain the project area in an attractive and safe condition, keep the facilities open to the general public during reasonable hours consistent with the type of facility, cease any farming operations, and obtain from the Illinois DNR written approval for any change or conversion of approved outdoor recreation use of the project site prior to initiating such change or conversion; and for property acquired with LWCF assistance, agree to place a covenant restriction on the project property deed at the time of recording that stipulates the property must be used, in perpetuity, for public outdoor recreation purposes in accordance with the LWCF programs and cannot be sold or exchanged, in whole or part, to another party without approval from the Illinois DNR, and that development at the site will commence within 3 years.

**BE IT FURTHER PROVIDED** that the Applicant Sponsor certifies to the best of its knowledge that the information provided within the attached application is true and correct.

Resolution Adoption Date: September 19, 2023

Signed by: \_\_\_\_\_  
Brian DeBolt, President  
Kendall County Forest Preserve District

Attested by: \_\_\_\_\_  
Seth Wormley, Secretary  
Kendall County Forest Preserve District