1. Call to Order

2. Roll Call

3. Presentation regarding Bond Finance - Speer Financial and Katten, Muchin, Rosenman

4. Insurance Program Review - IPMG

5. Items of Business

   Planning, Building and Zoning:
   A) RESOLUTION TO APPROVE INTERGOVERNMENTAL AGREEMENT FOR RECIPROCAL BUILDING INSPECTION SERVICES BETWEEN KENDALL COUNTY, ILLINOIS AND YORKVILLE, ILLINOIS

   Facilities Management:
   A) Approve Courthouse Elevator Maintenance Agreement with Schindler Elevator

   Public Safety:
   A) 25 year land lease agreement between Central Limestone Inc. and the County of Kendall/Kendall County Sheriff in the amount of $1.00 annually

6. Old Business

7. Review Board Action Items

8. Executive Session

9. Public Comment

10. Adjournment
Kendall County, Illinois
Committee of the Whole

Thursday, April 11, 2013 at 4:00 p.m.
County Office Building, Board Room 209-210
Meeting Minutes

Call to Order
The Committee of the Whole met at 4:13 p.m. and was called to order by Chairman John Shaw.

Roll Call
Members Present: Amy Cesich, Lynn Cullick, Elizabeth Flowers, Judy Gilmour, Scott Gryder, Dan Koukol, Matt Prochaska, John Purcell (4:15 p.m.), John Shaw and Jeff Wehrli

Others Present: Leslie Johnson, Jim Smiley, Dr. Amaal Tokars, Jeff Wilkins and Angela Zubko

KC Soil & Water Conservation District Presentation – Megan Andrews, Resource Conservationist, Jenny Wold, Education Coordinator and Butch Konicek, Conservation District Board Vice-Chair gave an overview of District and the various programs, educational programs, and services available to the County.

Items of Business

A. Resolution regarding County Website Transparency - Judy Gilmour presented the policy to the Committee for review and discussion. Discussion on videotaping inclusion in the policy and resolution. The Committee agreed to forward the resolution to the County Board for approval.

B. Recommendation to Board for Senior Tax Levy Grant Awards – Jeff Wilkins provided the proposed grant amounts, and John Purcell answered questions and provided additional information to the Committee. The Committee agreed to forward the resolution to the County Board for approval.

Old Business – None

Public Comment - None

Review Board Action Items from COW

- Resolution regarding County Website Transparency
- Recommendation to Board for Senior Tax Levy Grant Awards

Executive Session – A motion to enter into executive session by John Purcell, second by Jeff Wehrli for the purpose of review of all committee Executive Session minutes at least semi-annually by the County Board for continued confidentiality in accordance with the Illinois Open Meetings Act. (ILCS 120/2/11).

The Committee of the Whole entered into Executive Session at 5:26 p.m. The Committee of the Whole returned to regular session at 5:36 p.m.
Adjournment
John Purcell moved to adjourn the Committee of the Whole meeting. The motion was seconded by Jeff Wehrli. There being no objection, the Committee of the Whole, at 5:44 p.m. adjourned.

Respectfully submitted,

Valarie A. McClain
Recording Secretary
Speer Financial was hired in 2007 as the County’s independent financial advisor through a RFP process. Since then, Speer has assisted the County with the following bond issues:

$9,998,762  Series 2007
10,000,000  Series 2008
10,000,000  Series 2009
8,625,000   Series 2010
4,245,000   Series 2011

Attachments

Series 2011 sales information
5 Bidders ($179,000 spread)
Internet bidding

Bond Rating Analysis

Best Practices on Issuing Debt
Competitive Sale
Standard County Practice

KWM/hgs
5/7/13
The delivery of the Bonds is subject to the opinion of Katten Muchin Rosenman LLP, Bond Counsel, to the effect that under existing law, interest on the Bonds is not includable in the gross income of the owners thereof for federal income tax purposes and that, assuming continuing compliance with the applicable requirements of the Internal Revenue Code of 1986, interest on the Bonds will continue to be excluded from the gross income of the owners thereof for federal income tax purposes. Interest on the Bonds is not an item of tax preference for purposes of computing individual or corporate alternative minimum taxable income, but must be taken into account as earnings and profits of a corporation when computing, for example, corporate minimum taxable income for purposes of the corporate alternative minimum tax. See "TAX MATTERS" herein. The Bonds are designated "qualified tax-exempt obligations" under Section 265(b)(5) of the Internal Revenue Code of 1986, as amended. See "QUALIFIED TAX-EXEMPT OBLIGATIONS" herein.

$4,245,000*

THE COUNTY OF KENDALL, ILLINOIS
General Obligation Refunding Bonds, Alternate Revenue Source Series 2011
(Dated Date of Delivery: January 2012-2032)
(As expected to be on or about December 8, 2011)

The $4,245,000 General Obligation Refunding Bonds, Alternate Revenue Source Series 2011 (the "Bonds") are being issued by The County of Kendall, Illinois (the "County"). Interest is payable semiannually on June 1 and December 1 of each year, commencing June 1, 2012. The Bonds will be issued using a book-entry system. The Depository Trust Company ("DTCC"), New York, New York, will act as securiters depository for the Bonds. The ownership of the fully registered Bond for each maturity will be recorded in the name of Cede & Co., as nominee for DTC and no physical delivery of Bonds will be made to purchasers. The Bonds will mature on December 1, 2032, in the following years and amounts. Interest is calculated based on a 360-day year of twelve 30-day months.

<table>
<thead>
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<th>Due Dec. 1</th>
<th>Interest Rate</th>
<th>Yield or Price</th>
<th>CSISIP Number</th>
<th>Principal Amount*</th>
<th>Due Dec. 1</th>
<th>Interest Rate</th>
<th>Yield or Price</th>
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</table>

Any consecutive maturities may be aggregated into no more than five term bonds at the option of the bidder, in which case the mandatory redemption provisions shall be on the same schedule as above.

OPTIONAL REDEMPTION

The Bonds due December 1, 2012-2019, inclusive, are non-callable. The Bonds due December 1, 2020-2032, inclusive, are callable in whole or in part on any date on or after December 1, 2019, at a price of par and accrued interest. If less than all the Bonds are called, they shall be redeemed in such principal amounts and from such maturities as determined by the County and within any maturity by lot. See "OPTIONAL REDEMPTION" herein.

PURPOSE, LEGALITY AND SECURITY

The Bond proceeds will be used to advance refund the outstanding General Obligation Bonds, Alternate Revenue Source Series 2002B, and pay the interest of issuance of the Bonds. See "PLAN OF FINANCING" herein.

In the opinion of Katten Muchin Rosenman LLP, Chicago, Illinois, the Bonds will constitute valid and legally binding obligations of the County payable as to principal and interest from: (a) (i) the sales tax receipts derived by the County from taxes imposed under the Use Tax Act and the Retailer's Occupation Tax Act, including the 1% share of sales tax imposed in unincorporated areas of the County and the 1/4 of 1% supplemental sales tax imposed throughout the County and (ii) the state income tax receipts deposited in the Local Government Distributive Fund of the State of Illinois that are allocated and paid to the County pursuant to the State Revenue Sharing Act, and (b) ad valorem taxes levied against all taxable property within the County without limitation as to rate or amount. However, the enforceability of rights or remedies with respect to the Bonds may be limited by bankruptcy, insolvency or other laws affecting creditors' rights and remedies heretofore or hereafter enacted. See "DESCRIPTION OF THE BONDS" herein.

This Official Statement is dated November 7, 2011, and has been prepared under the authority of the County. An electronic copy of this Official Statement is available from the www.speerfinancial.com website under "Debt Auction Center/Official Statements Sales Calendars/Competitive". Additional copies may be obtained from Mr. Jeff Wilkins, County Administrator, The County of Kendall, 111 Fox Street, Yorkville, Illinois 60560 or from the Independent Public Finance Consultants to the County:

Speer Financial, Inc.
INDEPENDENT PUBLIC FINANCE CONSULTANTS
ONE NORTH LASALLE STREET, SUITE 4100 • CHICAGO, ILLINOIS 60602
Telephone: (312) 346-3700; Facsimile: (312) 346-8833
www.speerfinancial.com

*Subject to change.
OFFICIAL BID FORM
(Open Speer Auction)

The County of Kendall
111 Fox Street
Yorkville, Illinois 60560

November 17, 2011
Speer Financial, Inc.

County Board Members:

For the $4,245,000* General Obligation Refunding Bonds, Alternate Revenue Source Series 2011 (the “Bonds”), of the County of Kendall, Illinois (the “County”), as described in the annexed Official Notice of Sale, which is expressly made a part of this bid, we will pay you $______ per $1,000 bond (no less than $4,211,040) for Bonds bearing interest as follows (each rate a multiple of 1/8 or 1/100 of 1%). The dated date and delivery date for the Bonds is expected to be on or about December 8, 2011. The premium or discount, if any, is subject to adjustment allowing the same $______ gross spread per $1,000 bond as bid herein.

MATUREITIES - DECEMBER 1

<table>
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<td>$175,000</td>
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<td>2020</td>
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<td>2014</td>
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<td>2021</td>
<td>$255,000</td>
<td>2028</td>
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<td>2024</td>
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<td>$170,000</td>
<td>2018</td>
<td>$215,000</td>
<td>2025</td>
<td>$315,000</td>
<td>2032</td>
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</tbody>
</table>

Any consecutive maturities may be aggregated into no more than five term bonds at the option of the bidder, in which case the mandatory redemption provisions shall be on the same schedule as above.

Maturities: ______ Term Maturity ______ Maturities: ______ Term Maturity ______ Maturities: ______ Term Maturity ______

The Bonds are to be executed and delivered to us in accordance with the terms of this bid accompanied by the approving legal opinion of Katten Muchin Rosenman LLP, Chicago, Illinois. The County will pay for the legal opinion. The underwriter agrees to apply for CUSIP numbers within 24 hours and pay the fee charged by the CUSIP Service Bureau and will accept the Bonds with the CUSIP numbers as entered on the Bonds.

As evidence of our good faith, we have wire transferred or enclosed herewith a check or Surety Bond payable to the order of the Treasurer of the County in the amount of TWO PERCENT OF PAR (the “Deposit”) under the terms provided in your Official Notice of Sale. Attached hereto is a list of members of our account on whose behalf this bid is made.

Form of Deposit
Check One:
Certified/Cashier’s Check [ ]
Financial Surety Bond [ ]
Wire Transfer [ ]
Amount: $84,900

Account Manager Information
Name ____________________________
Address ____________________________
By ____________________________
City ______ State/Zip ______
Direct Phone ( )
PAX Number ( )
E-Mail Address ____________________________

Bidders Option Insurance
We have purchased insurance from:
Name of Insurer (Please fill in)
(____) Premium:
Maturities: __Check One__
[ ] All Years

The foregoing bid was accepted and the Bonds sold by the County on November 17, 2011, and receipt is hereby acknowledged of the good faith Deposit which is being held in accordance with the terms of the annexed Official Notice of Sale.

THE COUNTY OF KENDALL, ILLINOIS

Chairman of the County Board

*Subject to change.

NOT PART OF THE BID
(Calculation of true interest cost)

<table>
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<th>Bid</th>
<th>Gross Interest</th>
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<tr>
<td></td>
<td>Less Premium/Discount</td>
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<tr>
<td>True Interest Cost</td>
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<tr>
<td>True Interest Rate</td>
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<tr>
<td>TOTAL BOND YEARS</td>
<td>53,847.46</td>
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<tr>
<td>AVERAGE LIFE</td>
<td>12.685 Years</td>
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**SpeerAuction: AON Auction Results: Kendall.Co.GORB.11.AON**

**Observation**

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<th>Auction Date</th>
<th>Type</th>
<th>Start</th>
<th>End</th>
<th>Time Now</th>
<th>Status</th>
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<td>Thu., Nov 17, 2011</td>
<td>AON</td>
<td>10:45:00 am</td>
<td>11:00:00 am</td>
<td>11:02:20 am EST</td>
<td>Over</td>
</tr>
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<td>Connected to server</td>
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$4,245,000*
Kendall County, Illinois
General Obligation Refunding Bonds,
Alternate Revenue Source
Series 20011

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Firm</th>
<th>TIC</th>
<th>Time</th>
<th>Gross Interest</th>
<th>+ Discount/ (Premium)</th>
<th>Total Interest</th>
<th>Bid No.</th>
<th>Cumulative Improvement</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st</td>
<td>RWBA-DK</td>
<td>3.467354%</td>
<td>10:58:00 am</td>
<td>$1,888,258.59</td>
<td>(304.95)</td>
<td>$1,887,953.64</td>
<td>1</td>
<td>-</td>
</tr>
<tr>
<td>2nd</td>
<td>BERN-GD</td>
<td>3.508450%</td>
<td>10:56:17 am</td>
<td>$1,862,988.01</td>
<td>33,960.00</td>
<td>$1,896,948.01</td>
<td>1</td>
<td>-</td>
</tr>
<tr>
<td>3rd</td>
<td>STIF-JP</td>
<td>3.555450%</td>
<td>10:56:57 am</td>
<td>$1,965,757.99</td>
<td>(21,789.25)</td>
<td>$1,943,968.74</td>
<td>4</td>
<td>0.101802%</td>
</tr>
<tr>
<td>4th</td>
<td>RAYM-TM</td>
<td>3.599800%</td>
<td>10:51:23 am</td>
<td>$1,967,042.78</td>
<td>(5,532.35)</td>
<td>$1,961,510.43</td>
<td>1</td>
<td>-</td>
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<tr>
<td>5th</td>
<td>BOSC-AM</td>
<td>3.768044%</td>
<td>10:59:55 am</td>
<td>$2,103,680.17</td>
<td>(37,664.70)</td>
<td>$2,066,015.47</td>
<td>3</td>
<td>0.077127%</td>
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</table>

*Preliminary, subject to change*
$4,215,000
THE COUNTY OF KENDALL, ILLINOIS
General Obligation Refunding Bonds, Alternate Revenue Source Series 2011

Date of Sale: November 17, 2011
Revised Average Life: 12.536 Years
Bond Buyer Index: 4.02
(Based on TIC)

<table>
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<tr>
<th>Bidders*</th>
<th>Original Bid</th>
<th>Revised Bid</th>
<th>True Interest**</th>
</tr>
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<tbody>
<tr>
<td>Robert W. Baird &amp; Co. Incorporated, Milwaukee, WI</td>
<td>$4,245,304.95</td>
<td>$4,216,978.16</td>
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<tr>
<td>100.007%</td>
<td>2012</td>
<td>$55,000</td>
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<td>100.047%</td>
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<tr>
<td>100.047%</td>
<td>2032</td>
<td>315,000</td>
<td>305,000</td>
</tr>
</tbody>
</table>

$4,245,000 $4,215,000

*Syndicate information is provided by the underwriter. The information contained in this report is the most current available.

**The winning bid was adjusted to reflect the new amount of $4,215,000. All other bids were based on the pre-sale amount of $4,245,000. The original true interest cost on the winning bid was $1,887,953.64, and the true interest rate was 3.4674%. The true interest rate reflects the time value of money where dollars spent in early years have a greater weight than dollars spent in later years.
ADDENDUM DATED NOVEMBER 17, 2011
OFFICIAL STATEMENT DATED NOVEMBER 7, 2011

$4,215,000
THE COUNTY OF KENDALL, ILLINOIS
General Obligation Refunding Bonds, Alternate Revenue Source Series 2011

AMOUNT, MATURITY, INTEREST RATE, PRICE OR YIELD AND CUSIP NUMBERS

<table>
<thead>
<tr>
<th>Principal Amount</th>
<th>Due Date</th>
<th>Interest Rate</th>
<th>Yield or Price</th>
<th>CUSIP Number</th>
<th>Principal Amount</th>
<th>Due Date</th>
<th>Interest Rate</th>
<th>Yield or Price</th>
<th>CUSIP Number</th>
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<td>2.000%</td>
<td>0.650%</td>
<td>488638 DJ3</td>
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<td>2.050%</td>
<td>488638 DJ7</td>
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<td>2013</td>
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<td>0.800%</td>
<td>488638 DJ0</td>
<td>190,000</td>
<td>2019</td>
<td>3.000%</td>
<td>2.300%</td>
<td>488638 DS3</td>
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<td>2014</td>
<td>2.000%</td>
<td>1.000%</td>
<td>488638 DL8</td>
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<td>2020*</td>
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<td>1.300%</td>
<td>488638 DM6</td>
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<td>1.600%</td>
<td>488638 DM4</td>
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<td>3.000%</td>
<td>2.900%</td>
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<td>170,000</td>
<td>2017</td>
<td>2.000%</td>
<td>1.800%</td>
<td>488638 DP9</td>
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$395,000...3.200% Term Bonds due December 1, 2024; Yield 3.200%; CUSIP Number 488638 DM4
$420,000...3.450% Term Bonds due December 1, 2024; Yield 3.450%; CUSIP Number 488638 DY0
$480,000...3.650% Term Bonds due December 1, 2024; Yield 3.650%; CUSIP Number 488638 RA1
$530,000...3.850% Term Bonds due December 1, 2030; Yield 3.850%; CUSIP Number 488638 EC7
$595,000...4.000% Term Bonds due December 1, 2032; Yield 4.000%; CUSIP Number 488638 BR3

For further details see "MANDATORY REDEMPTION" herein.

*This maturity has been priced to call.

The Official Statement of the County dated November 7, 2011 (the "Official Statement") with respect to the Bonds is incorporated by reference herein and made a part hereof. The "Final Official Statement" of the County with respect to the Bonds as that term is defined in Rule 15c2-12 of the Securities and Exchange Commission shall be comprised of the following:

1. Official Statement dated November 7, 2011; and
2. This Addendum dated November 17, 2011.

No dealer, broker, salesman or other person has been authorized by the County to give any information or to make any representations with respect to the Bonds other than as contained in the Final Official Statement and, if given or made, such other information or representations must not be relied upon as having been authorized by the County. Certain information contained in the Final Official Statement may be obtained from sources other than records of the County and, while believed to be reliable, is not guaranteed as to completeness. NEITHER THE DELIVERY OF THE OFFICIAL STATEMENT OR THE FINAL OFFICIAL STATEMENT NOR ANY SALE MADE THEREUNDER SHALL CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE COUNTY SINCE THE DATE THEREOF.

The County has authorized preparation of the Final Official Statement containing pertinent information relative to the Bonds and the County. Copies of that Final Official Statement can be obtained from the Underwriter, as defined herein. Additional information may also be obtained from the County or from the independent public finance consultants to the County:

Established 1954

Speer Financial, Inc.
INDEPENDENT PUBLIC FINANCE CONSULTANTS
ONE NORTH LASALLE STREET, SUITE 4100 • CHICAGO, ILLINOIS 60602
Telephone: (312) 346-3700; Fasimile: (312) 346-8833
www.speerfinancial.com
Summary:
Kendall County, Illinois; General Obligation

Primary Credit Analyst:
Blake Yocom, Chicago (1) 312-233-7066; blake_yocom@standardandpoors.com

Secondary Contact:
Linda Merus, Chicago (1) 312-233-7017; linda_merus@standardandpoors.com

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Rationale
Outlook
Related Criteria And Research
Summary:
Kendall County, Illinois; General Obligation

Credit Profile
US$4,245 mil GO rfgd bnds (alternate rev source) ser 2011 due 12/31/2012-2032

Long Term Rating: AA/Stable

Kendall Cnty Pub Bldg Comm, Illinois
Kendall Cnty, Illinois
Kendall Cnty Pub Bldg Comm GO
Enhanced Rating: AA(SPUR)/Stable

Affirmed

Rationale

Standard & Poor’s Ratings Services has assigned its ‘AA’ long-term rating to Kendall County, Ill.’s series 2011 general obligation (GO) refunding bonds (alternate-revenue source) and affirmed its ‘AA’ long-term rating and underlying rating (SPUR) on the county’s existing GO debt. The outlook is stable.

The rating reflects our view of the county’s:

- Access to, and participation in, the deep and diverse Chicago metropolitan area economy;
- Very strong income and market value per capita indicators; and
- Maintenance of very strong reserves.

Partially offsetting the above strengths, in our view, is the county’s high debt burden due to ongoing growth pressures from overlapping entities. However, the county’s direct debt burden is very low.

Officials plan to use series 2011 bond proceeds to advance refund the series 2002B GO alternate revenue source bonds for interest cost savings. The county’s full faith and credit pledge secures the bonds.

Kendall County is on the southwest edge of the Chicago metropolitan area, just south of Kane County (‘AA+’ GO debt rating) and west of Will County (‘AA+’). Yorkville, the Kendall County seat, is about 50 miles southwest of downtown Chicago. The county’s population and economic growth have accelerated over the past decade, but economic growth has tapered off due to the national economic downturn. The county’s population increased 11.0.4%, or by 60,192, since the 2000 U.S. Census to 114,736 in the 2010 U.S. Census. We understand this level of growth made the county the fastest-growing county in the nation. The spillover of residential growth from Naperville (‘AAA’ GO debt rating), Aurora (‘AA+’), Plainfield (‘AA’), and Joliet, Ill. (‘AA’) and the large number of jobs offered in these various suburbs have fueled the population influx over the past few years. County unemployment was 8.6% as of September 2011, below the state’s 10% rate and the nation’s 9.1% rate for the same period.

Kendall County income levels are very strong: Median household effective buying income is 137% of the state’s level and 140% of the nation’s level.

Tax base growth was robust between 2006 and 2009, averaging 10.4% annually, before contracting 5.7% in 2009. The fair market value of the county’s tax base is $9.52 billion, or a very strong $82,950 per capita. The 10 leading taxpayers account for a very diverse 3.8% of the total property tax base.
Kendall County is subject to a levy cap equal to the lesser of 5% or the rate of inflation, except with regard to new construction. The sizable amount of new construction activity that occurred before the economic downturn helped the county build strong reserves despite the levy cap. As of fiscal 2010, the county's unreserved general fund balance was $17.5 million, or a very strong 79.1% of expenditures. The county reported a $1.2 million addition to reserves after transfers that management attributes to various higher-than-budgeted revenues. For fiscal 2011, management states it budgeted for a drawdown between $350,000 and $500,000. The budget also included a $1.6 million transfer into the general fund from the public safety sales tax fund (a recurring transfer), but opted not to make the transfer due to very strong reserves in the general fund. The county also elected to spend $1.3 million of reserves for a one-time capital project. Management now projects a $2.5 million use of reserves (without adjusting for accruals).

For fiscal 2012, management has stated it plans to budget for a drawdown of $800,000, but expects better-than-budgeted results given recent favorable revenue variances and cost-containment efforts. Despite the expected use of reserves in fiscals 2011 and 2012, management states it expects to be in compliance with its general fund policy of maintaining at least six months' expenditures in reserve. Property taxes are the county's leading general fund revenue source, generating 68%, while service revenues account for 26% in fiscal 2010.

Standard & Poor's considers Kendall County's financial management practices "good" under its Financial Management Assessment methodology, indicating financial practices exist in most areas but that governance officials might not formalize or regularly monitor all of them. Highlights include bimonthly reports to the board on budget-to-actual performance and an adopted fund balance policy of keeping six months of expenditures in reserve. In addition, management maintains long-term financial projections to assist with budgeting. A lack of debt management policies and a capital plan that, though long term, management does not update annually offset these strengths.

Kendall County's direct burden is low at $362 per capita, but the overall debt burden is high at $5,666 per capita, or moderately high at 6.8% of market value. The majority of the debt stems from several large, growing school districts. Direct debt amortization is average, with officials planning to retire 57% of principal over 10 years and 99% over 20 years. Debt service carrying charges (not including series 2010 refunding bonds) were low at 4.6% of total governmental funds expenditures in 2010. The county does not currently have any immediate debt plans.

The county's employees are covered by the multiple-employer Illinois Municipal Retirement Fund (IMRF), Sheriff's Law Enforcement Personnel (SLEP), and Elected County Official (ECO) pension plans. It paid 100% of its full annual pension cost to the IMRF, SLEP, and ECO in the amounts of $874,696; $869,248; and $234,682, respectively. Retirees can remain on the county health insurance plans, but are required to pay 100% of the premiums.

Outlook

The stable outlook reflects our expectation that the county should continue to maintain very strong reserves in accordance with its fund balance policy. We do not expect to change the rating within the two-year outlook timeframe as we expect reserves to remain very strong despite projected drawdowns and that the county's good planning and financial management efforts should allow management to adopt structurally balanced budgets in the future. The county's participation in the Chicago metropolitan area provides further rating stability.
Related Criteria And Research

USPF Criteria: GO Debt, Oct. 12, 2006

<table>
<thead>
<tr>
<th>Ratings Detail (As of November 14, 2011)</th>
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<tr>
<td>Kendall Cnty GO</td>
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<tr>
<td>Long Term Rating</td>
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<tr>
<td>Kendall Cnty GO (AGM)</td>
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<tr>
<td>Unenhanced Rating</td>
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<tr>
<td>Kendall Cnty GO</td>
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<tr>
<td>Unenhanced Rating</td>
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</tbody>
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Many issues are enhanced by bond insurer.

Complete ratings information is available to subscribers of RatingsDirect on the Global Credit Portal at www.globalcreditportal.com. All ratings affected by this rating action can be found on Standard & Poor's public Web site at www.standardandpoors.com. Use the Ratings search box located in the left column.
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www.standardandpoors.com/ratingsdirect
BEST PRACTICE

Selecting and Managing the Method of Sale of State and Local Government Bonds
(1994 and 2007) (DEBT)

Background. State and local government bond issuers should sell their debt using the method of sale that is most likely to achieve the lowest cost of borrowing while taking into account both short-range and long-range implications for taxpayers and ratepayers. Differing views exist among issuers and other bond market participants with respect to the relative merits of the competitive and negotiated methods of sale. Moreover, research into the subject has not led to universally accepted findings as to which method of sale is preferable when taking into account differences in bond structure, security, size, and credit ratings for the wide array of bonds issued by state and local governments.

Concerns have been raised about the lack of a competitive Request for Proposals (RFP) process in the selection of underwriters in a negotiated sale and the possibility of higher borrowing costs when underwriters are appointed based on factors other than merit. As a result, issuers have been forced to defend their selection of underwriters for negotiated sales in the absence of a documented, open selection process.

There is also a lack of understanding among many debt issuers about the appropriate roles of underwriters and financial advisors and the fiduciary relationship that each has or does not have with respect to state and local government issuers. The relationship between issuer and financial advisor is one of “trust and confidence” which is in the “nature of a fiduciary relationship”. This is in contrast to the relationship between the issuer and underwriter where the relationship is one of some common purposes but also some competing objectives, especially at the time of bond pricing.

Recommendation. When state and local laws do not prescribe the method of sale of municipal bonds, the Government Finance Officers Association (GFOA) recommends that issuers select a method of sale based on a thorough analysis of the relevant rating, security, structure and other factors pertaining to the proposed bond issue. If the government agency has in-house expertise, defined as dedicated debt management staff whose responsibilities include daily management of a debt portfolio, this analysis and selection could be made by the government’s staff. However, in the more common situation where a government agency does not have sufficient in-house expertise, this analysis and selection should be undertaken in partnership with a financial advisor. Due to the inherent conflict of interest, issuers should not use a broker/dealer or potential underwriter to assist in the method of sale selection unless that firm has agreed not to underwrite that transaction.

- The GFOA believes that the presence of the following factors may favor the use of a competitive sale:
- The rating of the bonds, either credit-enhanced or unenhanced, is at least in the single-A category.
- The bonds are general obligation bonds or full faith and credit obligations of the issuer or are secured by a strong, known and long-standing revenue stream.
- The structure of the bonds does not include innovative or new financing features that require extensive explanation to the bond market.
Similarly, GFOA believes that the presence of the following factors may favor the use of a negotiated sale:

- The rating of the bonds, either credit-enhanced or unenhanced, is lower than single-A category.
- Bond insurance or other credit enhancement is unavailable or not cost-effective.
- The structure of the bonds has features such as a pooled bond program, variable rate debt, deferred interest bonds, or other bonds that may be better suited to negotiation.
- The issuer desires to target underwriting participation to include disadvantaged business enterprises (DBEs) or local firms.
- Other factors that the issuer, in consultation with its financial advisor, believes favor the use of a negotiated sale process.

If an issuer, in consultation with its financial advisor, determines that a negotiated sale is more likely to result in the lowest cost of borrowing, the issuer should undertake the following steps and policies to increase the likelihood of a successful and fully documented negotiated sale process:

- Select the underwriter(s) through a formal request for proposals process. The issuer should document and make publicly available the criteria and process for underwriter selection so that the decision can be explained, if necessary.

- Enter into a written contractual relationship with a financial advisor (a firm unrelated to the underwriter(s)), to advise the issuer on all aspects of the sale, including selection of the underwriter, structuring, disclosure preparation and bond pricing.

- Due to inherent conflicts of interest, the firm acting as a financial advisor for an issuer should not to be allowed to resign and serve as underwriter for the transaction being considered.

- Due to potential conflicts of interest, the issuer should also enact a policy regarding whether and under what circumstances it will permit the use of a single firm to serve as an underwriter on one transaction and a financial advisor on another transaction.

- Issuers with sufficient in-house expertise and access to market information may act as their own financial advisor. Such issuers should have at least the following skills and information: (i) access to real-time market information (e.g. Bloomberg) to assess market conditions and proposed bond prices; (ii) experience in the pricing and sale of bonds, including historical pricing data for their own bonds and/or a set of comparable bonds of other issuers in order to assist in determining a fair price for their bonds; and (iii) dedicated full-time staff to manage the bond issuance process, with the training, expertise and access to debt management tools necessary to successfully negotiate the pricing of their bonds.

- Remain actively involved in each step of the negotiation and sale processes in accordance with the GFOA’s Recommended Practice, Pricing Bonds in a Negotiated Sale.

- Require that financial professionals disclose the name(s) of any person or firm compensated to promote the selection of the underwriter; any existing or planned arrangements between outside professionals to share tasks, responsibilities and fees; the name(s) of any person or firm with whom the sharing is proposed; and the method used to calculate the fees to be earned.

- Review the “Agreement Among Underwriters” and ensure that it governs all transactions during the underwriting period.
- Openly disclose public-policy issues such as the desire for DBEs and regional firm participation in the syndicate and the allocation of bonds to such firms as reason for negotiated sale; measure and record results at the conclusion of the sale.

- Prepare a post-sale summary and analysis that documents the pricing of the bonds relative to other similar transactions priced at or near the time of the issuer’s bond sale, and record the true interest cost of the sale and the date and hour of the verbal award.

References


Approved by the GFOA’s Executive Board, October 19, 2007.
KEY

12/7/2012 to 12/7/2013
Retention / Deductible
Liability / Third Party
Auto / Physical Damage / Crime
Building / Personal Property
Workers' Compensation

KENDALL COUNTY

12/7/2012 to 12/7/2013
Retention / Deductible
Liability / Third Party
Auto / Physical Damage / Crime
Building / Personal Property
Workers’ Compensation
COUNTY OF KENDALL
RESOLUTION 2013-______

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR RECIPROCAL BUILDING INSPECTION SERVICES BETWEEN KENDALL COUNTY, ILLINOIS AND YORKVILLE, ILLINOIS

BE IT RESOLVED, by the County Board of Kendall County, Illinois, as follows:

Section 1. That the Intergovernmental Agreement for Reciprocal Building Inspections Services Between Kendall County, Illinois and Yorkville, Illinois, attached hereto and made a part hereof by reference as Exhibit A, is hereby approved, and John Shaw, County Board Chairman, is hereby authorized to execute said agreement on behalf of Kendall County.

Section 2. This Resolution shall be in full force and effect upon its passage and approval as provided by law.

Approved and adopted by the County Board of Kendall County, Illinois, this 21st day of May, 2013.

John Shaw, Chairman
County Board

Attest:

Debbie Gillette
County Clerk
INTERGOVERNMENTAL AGREEMENT FOR RECIPROCAL BUILDING INSPECTION SERVICES BETWEEN KENDALL COUNTY, ILLINOIS AND YORKVILLE, ILLINOIS

THIS INTERGOVERNMENTAL AGREEMENT ("the Agreement") by and between the County of Kendall, a unit of local government of the State of Illinois ("Kendall County") and the United City of Yorkville, Kendall County, Illinois (the "City") a municipal corporation of the State of Illinois, is as follows:

WITNESSETH:

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 City and Kendall County are units of local government within the meaning of Article VII, Section 1 of the Illinois Constitution of 1970 who are authorized to enter into intergovernmental agreements pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.; and

WHEREAS, pursuant to the authority granted by the Illinois Counties Code and Illinois Municipal Code (55 ILCS 5/1-1001, et seq. and 65 ILCS 5/1-1-1, et seq.), the County and City (collectively referred to as the "Parties") are both authorized to perform inspections of buildings within their respective jurisdictions to promote the health and safety of the public; and

WHEREAS, units of local government may establish agreements with other units of local government within the State of Illinois to enforce building codes pursuant to 20 ILCS 3105/10.09-1(f), which is commonly known as the Capital Development Board Act; and
WHEREAS, the County and City wish to share their resources and assist each other in the performance of inspections on an as needed basis, while not surrendering their own jurisdiction or relinquishing any of their rights.

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereafter set forth, the parties agree as follows:

Section 1. The foregoing preambles are hereby incorporated into this Agreement as if fully restated in this Section 1.

Section 2. The Parties agree that Kendall County Code Official Brian Holdiman and the City of Yorkville Building Code Official Pete Ratos shall perform the following services on the other party's behalf when requested: footing inspections; backfill inspections; foundation wall inspections; concrete slab inspections; rough framing inspections; rough electric inspections; underground electric inspections; electric service inspections; insulation inspections; roofing inspections and final inspections. In instances where Holdiman or Ratos inspect and find violations and a code enforcement action is required in court or administrative adjudication, Holdiman or Ratos may be requested to be a witness to verify any violations found during their inspection. If it is requested that either Ratos or Holdiman attend an administrative or court hearing in regard to violations, then they shall be given reasonable notice of no less than fourteen (14) days for such hearing and they shall attend as requested.

Section 3. The Parties agree that the following inspection services shall not be provided under this agreement: plan review; permit approval; initial site inspections prior to a permit being issued and plumbing inspections.
Section 4. Upon request, the Parties agree to coordinate and assist each other in the parties’ performance of the inspections set forth in Section 2 of this Agreement only under the following circumstances:

a. If Kendall County Code Official Holdiman or City Building Code Official Ratos is absent from work due to illness, vacation, on an approved leave of absence, or otherwise unavailable to perform one or more of the above listed inspections within Section 2 for their respective jurisdiction; and/or

b. If Kendall County Code Official Holdiman or City Building Code Official Ratos has a conflict of interest in performing one or more of the inspections set forth in Section 2 for their respective jurisdiction.

For purposes of this Agreement, the party requesting assistance shall be referred to as “the home jurisdiction” and the party providing the inspection services assistance as set forth in Section 2 shall be referred to as “the visiting inspector”.

Section 5. In the event the visiting inspector is unable to perform the inspection services set forth in Section 2 of this Agreement, the home jurisdiction shall be responsible for performing its inspection or shall be responsible for retaining and payment of a third party to perform the inspection.

Section 6. When the visiting inspector performs an inspection on behalf of the home jurisdiction, the visiting inspector shall utilize the building codes of the home jurisdiction where the inspection is taking place. As such, when an inspection is within the corporate limits of the City, the County inspector shall use the building codes that are currently adopted and enforced by the City at the time of the inspection. When an inspection is in an unincorporated portion of
Kendall County, where the County has jurisdiction, the City inspector shall utilize the building codes that are currently adopted and enforced by the County at the time of the inspection.

Section 7. When a home jurisdiction requests the visiting inspector's assistance, the home jurisdiction shall provide a minimum of twenty-four (24) hours notice when there is a foreseeable need for the other party's inspection services. In the event of an illness or other emergency, the parties agree to provide each other with as much advance notice as possible if a visiting inspector's services are needed pursuant to Section 4.

Section 8. Inspections must be completed using the proper jurisdiction's forms. Prior to the commencement of any requested inspection, the home jurisdiction requesting assistance will prepare and provide all necessary inspection reports/forms for use by the visiting inspector and deliver them to the visiting inspector prior to the inspection taking place. Following an inspection, the original, completed inspection reports/forms shall be returned to the home jurisdiction within twenty-four (24) hours after completion of the inspection. After the visiting inspector has returned the original, completed inspection reports/forms to the home jurisdiction, the visiting inspector shall not be required to retain the records of inspections for the home jurisdiction after performing inspections under this Agreement.

Section 9. Neither the City nor the County shall subcontract the services provided to the other under this agreement to a third-party inspector without the prior written consent of all parties.

Section 10. There will be no compensation paid to, or by, either jurisdiction for the sharing of services under this Agreement.

Section 11. When a visiting inspector performs an inspection under this Agreement for the home jurisdiction, the visiting inspector shall use its own equipment, tools and vehicles, and
the home jurisdiction shall not be responsible for reimbursing the visiting inspector for mileage or any other expenses incurred by the visiting inspector.

Section 12. The City and County shall each defend, with counsel of the other party’s own choosing, indemnify and hold harmless the other party, including past, present and future board members, elected officials, insurers, employees, and agents from and against any and all claims, liabilities, obligations, losses, penalties, fines, damages, and expenses and costs relating thereto, including but not limited to attorneys’ fees and other legal expenses, which the other party, its past, present and future board members, elected officials, insurers, employees, and/or agents may hereafter sustain, incur or be required to pay relating to or arising in any manner out of the inspections to be performed by the other party under this agreement. As such, when the City performs an inspection for the County, the City will defend with counsel of the County’s own choosing, indemnify and hold harmless the County as set forth above relating to the City’s and the City Building Code Official’s actions in the performance of their duties under this Agreement. When the County performs an inspection for the City, the County will defend with counsel of the City’s own choosing, indemnify and hold harmless the City as set forth above relating to the County’s and the County Code Official’s actions in the performance of their duties under this Agreement.

Section 13. Nothing in this agreement shall be deemed to change or alter the jurisdiction of either the City or County in any respect, including, but not limited to their building and zoning regulations, powers and duties.

Section 14. This Agreement and the rights of the parties hereunder may not be assigned (except by operation of law), and the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.
Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the parties and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of such agreements.

Section 15. This Agreement shall be interpreted and enforced under the laws of the State of Illinois. Any legal proceeding related to enforcement of this Agreement shall be brought in the Circuit Court of Kendall County, Illinois. In case any provision of this Agreement shall be declared and/or found invalid, illegal or unenforceable by a court of competent jurisdiction, such provision shall, to the extent possible, be modified by the court in such manner as to be valid, legal and enforceable so as to most nearly retain the intent of the parties, and, if such modification is not possible, such provision shall be severed from this Agreement, and in either case the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

Section 16. All notices required or permitted hereunder shall be in writing and may be given by (a) depositing the same in the United States mail, addressed to the party to be notified, postage prepaid and certified with the return receipt requested, (b) delivering the same in person, or (c) telecopying the same with electronic confirmation of receipt.

If to the County: Director
Kendall County Planning, Building & Zoning
111 W 1st Fox Street, Room 203
Yorkville, Illinois 60560
Fax: 630-553-4179

With copy to:
Kendall County State’s Attorney
807 John Street
Yorkville, Illinois, 60560
Fax: 630-553-4204

If to the City: Community Development Director
United City of Yorkville
800 Game Farm Road
Yorkville, Illinois 60560
Fax: 630-553-7264

Or any such other person, counsel or address as any party hereto shall specify pursuant to this Section from time to time.

Section 17. This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.

Section 18. This Agreement represents the entire agreement between the parties and there are no other promises or conditions in any other agreement whether oral or written. Except as stated herein, this agreement supersedes any other prior written or oral agreements between the parties and may not be further modified except in writing acknowledged by both parties.

Section 19. Nothing contained in this Agreement, nor any act of the County or the City pursuant to this Agreement, shall be deemed or construed by any of the parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the County and the City. Further, nothing in this agreement should be interpreted to give the County or City any control over the other’s employees or imply a power to direct the employees of the other government body, which neither entity may exercise.

Section 20. When performing inspections under the terms of this Agreement, the County and City intend that any injuries to their respective employee shall be covered and handled exclusively by their jurisdiction’s own worker’s compensation insurance in place at the time of such injury. It is further agreed that all employee benefits, wage and disability payments,
pension and worker’s compensation claims, damage to or destruction of equipment, facilities, clothing and related medical expenses of the City or County and their respective inspectors, which may result from their activities under this Agreement, shall be the responsibility of the jurisdiction which employs the inspector making such a claim.

Section 21. The Parties will obtain and continue in force, during the term of this Agreement, all insurance as set forth below. Each insurance policy shall not be cancelled or changed without thirty (30) days prior written notice, given by the respective insurance carrier(s) to Kendall County and the City at the address set forth herein. Before starting inspections hereunder, the parties shall obtain the following insurance at a minimum: (a) Worker’s Compensation and Occupational Disease Disability insurance, in compliance with the laws of the jurisdiction where the work is being performed, (b) Employer’s comprehensive general liability insurance for both personal injury and property damage in the minimum amount of $1,000,000 for each accident, (c) Comprehensive business automobile liability insurance in the minimum amount of $1,000,000 combined single limit, (d) Comprehensive excess liability insurance with a combined minimum single limit of $1,000,000 for each occurrence, with a minimum $1,000,000 aggregate. Certificates of such insurance detailing the coverage therein shall be available to the other party upon execution of this Agreement. Neither party waives its immunities or defenses, whether statutory or common law by reason of the indemnification and insurance provisions contained in this Agreement.

Section 22. This Agreement shall be in full force and effect for a period of three (3) years from the date of the last signature below, however it may be renewed upon agreement of the parties in writing.
Section 23. This Agreement may be amended only with written consent of all parties hereto.

Section 24. Either party may terminate this Agreement by providing thirty (30) calendar days’ advance written notice to the other party. However, any act of bad faith in the execution of duties under this Agreement shall result in immediate termination of the other party’s duties as laid out herein. For the purpose of this agreement, “bad faith” is an intentional dishonest act by not fulfilling legal or contractual obligations, misleading another, entering into an agreement without the intention or means to fulfill it, or violating basic standards of honesty in dealing with others. Also, the parties agree to provide prompt written notice within fifteen (15) calendar days to the other party if County Code Official Brian Holdiman’s or City Building Code Official Pete Ratos’ employment ceases for whatever reason. In such event, this Agreement shall immediately terminate upon receipt of said written notice.

Section 25. The parties understand and agree that this Agreement in no way creates a joint employment relationship between the Parties. The Parties understand and agree that they are solely responsible for paying all wages, benefits and any other compensation due and owing to its employees for the performance of visiting inspector services set forth in this Agreement. The parties further understand and agree that the parties are solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for its employees who perform visiting inspector services as set forth in this Agreement.

Section 26. Kendall County and the City each hereby warrant and represent that their respective signatures set forth below have been, and are on the date of this Agreement, duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.
IN WITNESS WHEREOF, the parties hereto have caused this Intergovernmental Agreement to be executed by their duly authorized officers on the above date at Yorkville, Illinois.

County of Kendall, a unit of local government of the State of Illinois

United City of Yorkville, Kendall County, Illinois, a municipal corporation

By: ____________________________  By: ____________________________
Chair, Kendall County Board  Mayor

Attest: ____________________________  Attest: ____________________________
County Clerk  City Clerk
Schindler Plus

SCHINDLER ELEVATOR CORPORATION
853 North Church Court
Elmhurst, IL 60126-1036
Phone: 630-678-7168
Fax: 630-476-7154

Date: April 16, 2013

Estimate Number: JSTE-8T4J5H (2013.1)

TO:
Kendall County Facility Management
804 West John Street, Suite B
Yorkville, IL 60560

Attn: Jim Smiley

EQUIPMENT DESCRIPTION

<table>
<thead>
<tr>
<th>Qty</th>
<th>Manufacturer</th>
<th>Equipment Application Description</th>
<th>Rise/Length Openings</th>
<th>Capacity</th>
<th>Speed</th>
<th>Install#</th>
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SCHINDLER ELEVATOR CORPORATION ("Schindler", "we", "us") 853 North Church Court, Elmhurst, IL 60126-1036, and the County of Kendall and the Kendall County Building Commission, 111 West Fox Street, Yorkville, Illinois 60560 (collectively referred to as "County," "you"), with a billing address of Kendall County Facility Management, 804 West John Street, Suite B, Yorkville, Illinois 60560, agree as follows:

PREVENTIVE MAINTENANCE SERVICE

- Our preventive maintenance program performed in accordance with a maintenance schedule specific to your equipment and its usage
- Examine, lubricate, adjust, and repair/replace covered components
- Criteria for replacement of all wire ropes will be the appropriate factor of safety
- Prompt callback coverage
- Safety testing
- Customer friendly and responsive communications

PREVENTIVE MAINTENANCE PROGRAM

Our Preventive Maintenance Program, as described in this agreement will be performed in accordance with a maintenance schedule specific to your equipment. A Schindler technician will be assigned to you, and back up technicians are available as required to give you prompt service as required at all times. A Schindler account representative will be assigned to you, and will be your primary contact for communications regarding your agreement. Also available to you is our extensive technical support and parts inventory, at the site as needed, and local warehouses and our national Service Distribution Center available for express delivery in emergencies.
EXAMINE, LUBRICATE, ADJUST, AND REPAIR/REPLACE COVERED COMPONENTS

On a quarterly basis, we will periodically examine, lubricate, adjust, and as needed or if usage mandates, repair, or replace the Covered Components listed below.

HYDRAULIC ELEVATORS

Basic components: Controller components: resistors, timers, fuses, overloads, minor contacts, wiring, coils; packing, drive belts, strainers, functional components of car and corridor operating stations, hangers and tracks, door operating devices, door gibs, guide shoes, rollers, traveling cables, signal lamps (replacement during regular visits only), interlocks, door closer buffers, switches, door protection devices, and alarm bells.

Major components: Exposed piping in the Machine Room & hoistway, motor, PC boards, pump unit, solid state devices, contactors, and valve rebuilds.

We assume no responsibility for the following items: hoistway door hinges, panels, frames, gates and sills; cabs and cab flooring; cab doors, gates and removable cab panels; cab mirrors and handrails; power switches, fuses and feeders to controllers; emergency cab lighting; light fixtures and lamps; cover plates for signal fixtures and operating stations; card readers or other access control devices; smoke/fire alarms and detectors; pit pumps and alarms; cleaning of cab interiors and exposed sills; plungers, plinths, casings and cylinders; automatic ejection systems; all piping and connections except that portion which is exposed in the machine room and hoistway; guide rails; tank; emergency power generators; telephone service, communication devices; disposal of used oil; Intercom or music systems; ventilators, air conditioners or heaters; adverse elevator operation as a result of machine room temperatures (including temperature variations below 60 degrees Fahrenheit and above 90 degrees Fahrenheit); media displays; computer consoles or keyboards; fireman’s phones; exterior panels, skirt and deck panels, balustrades, relamping of illuminated balustrades; attachments to skirts, decking or balustrades; moving walk belts; pallets; steps; skirt brushes; sideplate devices; any batteries associated with the equipment; obsolete items, (defined as parts, components or equipment either 20 or more years from original installation, or no longer available from the original equipment manufacturer or an industry parts supplier, replaceable only by refabrication.) In the event that safety testing is performed by us at the start of the Agreement, and we find that critical safety components, such as the governor and/or safety's for traction equipment, and/or valves on hydraulic equipment, are not operating correctly, therefore resulting in unsafe conditions, you will be responsible to authorize the necessary repairs/replacements of this equipment, at your expense.

CLEANING/PAINTING

On a quarterly basis, we will periodically clean the machine room, car top, and pit of debris related to our work in these areas; and will paint the machine room floor as needed.

TESTING OF SAFETY DEVICES

<table>
<thead>
<tr>
<th>Equipment</th>
<th>Test</th>
<th>Frequency</th>
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</thead>
<tbody>
<tr>
<td>Hydraulic</td>
<td>Pressure/Relief Valve</td>
<td>Annually</td>
</tr>
</tbody>
</table>

Our testing responsibilities do not include fees or charges imposed by local authorities in conjunction with witnessing, witnessing costs, inspecting, assisting inspection authorities, licensing or testing the Equipment including observation of testing by 3rd parties, changes in the testing requirements after the initial start date of this Agreement, or any other testing obligations other than as specifically set forth above. Since these tests may expose the equipment to strains well in excess of those experienced during normal operation, Schindler will not be responsible for any damage to the equipment or property, or injury to or death of any persons, resulting from or arising out of the performance of these tests except to the extent such damage is caused by the negligence of or failure of Schindler to perform the obligations of this Agreement. Further, our testing responsibilities do not include performance, or the keeping of records related to, monthly firefighters service.

Comment [Ind1]: Jim, this segment is new to the contract. It is acceptable as is, but I wanted to call it to your attention.
CUSTOMER FRIENDLY AND RESPONSIVE COMMUNICATIONS

Service dispatching will take place through our Schindler Customer Service Network (SCSN), which is staffed by qualified Schindler personnel, 24/7. You will be provided with a customer identification number, which must be referenced when a call is placed for your facility. Our dispatchers will have access to your building’s service call records, and will promptly relay the details of your call to the assigned technician.

You will also have access to Schindler SCORE CARD™, through Schindler’s website, which gives you instant access to the performance history of your equipment covered by this Agreement.

ADDITIONAL COVERAGE

We will remotely monitor (if applicable) those functions of the Equipment described above which are remote monitoring capable. Our remote monitoring system (“SRM”) will automatically notify us if any monitored component or function is operating outside established parameters. We will then communicate with you to schedule appropriate service calls. Monitoring will be performed on a 24 hour, 7 day basis and will communicate toll free with our Customer Service Network using dedicated elevator telephone service. The operation and monitoring of SRM is contingent upon availability and maintenance of dedicated elevator telephone service. You have the responsibility to install, maintain and pay for such telephone service, and to notify us at any time of any interruption of such telephone service. If requested, you will provide the proper wiring diagrams for the equipment covered. These diagrams will remain your property, and will be maintained by Schindler for use in troubleshooting and servicing the equipment.

CALLBACK RESPONSE TIME

We will respond to callbacks during regular working hours within an average of 4 hours of notification, and during overtime hours within an average of 12 hours of notification, unless we are prevented from doing so by causes beyond our control.

HOURS OF SERVICE

We will perform the services during our regular working hours of regular working days, excluding elevator trade holidays. Elevator trade holidays are as follows: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, The day after Thanksgiving Day, and Christmas Day. The services include callbacks for emergency minor adjustment callbacks during regular working hours. Regular working hours are defined as 7:00AM to 3:30PM Monday through Friday, excluding elevator trade holidays. If you authorize callbacks outside regular working hours, you will pay us at our standard billing rates, plus materials not covered by contract, expenses and travel. All other work outside the services will be billed at our standard billing rates. A request for service will be considered an ‘emergency minor adjustment callback’ if it is to correct a malfunction or adjust the equipment and requires immediate attention and is not caused by misuse, abuse or other factors beyond our control. The term does not include any correction or adjustment that requires more than one technician or more than two hours to complete.

BILLING RATES

The following billing rates shall be incorporated. These rates shall adjust on the anniversary of the Agreement in accordance with the percentage increase of the service agreement.

- For service calls during regular business hours outside of Agreement scope, the hourly rate per mechanic shall be: $195.00/hour
- For service calls outside of regular business hours Monday through Friday and all day Saturday, the hourly rate per mechanic shall be: $331.50/hour
- For service calls on Sunday and elevator trade holidays, the hourly rate per mechanic shall be: $390.00/hour

Comment [l08]: Jim, please review these rates and make sure that they are customary and reasonable. Please let me know if they aren’t.
TERM
This Agreement commences on April 30, May 01, 2013, and continues until March-April 30, 2014.

PRICE
In consideration of the services provided hereunder for the five (5) elevators listed under “Equipment Description”, you agree to pay us the sum of $500.00 per month, payable in annual installments of $8,000.00, exclusive of applicable taxes, unless another payment frequency option is selected below. All payments to Schindler Elevator Corporation shall be made pursuant to the Illinois Local Government Prompt Payment Act (50 ILCS/1 et. seq.).
PAYMENT OPTIONS

(1) Please select a Method of Payment:

☐ Direct Debit  1% Discount (Attach Copy of voided check)
☐ Credit Card  3% Addition
  ☐ Visa      ☐ MC     ☐ AMEX
  Number: ____________________
  Expiration Date: ____________
  Signature: __________________

☐ Check
☐ Other: ____________________

(2) Please select a Payment Frequency (Other than Annual):

☐ Semi-Annual  1% Addition
☐ Quarterly    3% Addition
☐ Monthly     5% Addition

SPECIAL TERMS AND PRICING

The Annual Price Adjustments will be capped at 3%.
AUTHORITY TO EXECUTE AGREEMENT

The COUNTY and SCHINDLER each hereby warrant and represent that their respective signatures set forth below have been and are on the date of this Agreement duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.

Proposed: ____________________

By: Dale Janka
For: Schindler Elevator Corporation
Title: Sales Representative
Date: March 04, 2013

Accepted: ____________________

By: John Shaw
For: County of Kendall
Title: County Board Chairman
Date: ____________________

Approved: ____________________

By: James Peterlin
For: Schindler Elevator Corporation
Title: District General Manager
Date: March 06, 2013

Accepted: ____________________

By: Jeff Wehrli
For: Kendall County Public Building Commission
Title: Public Building Commission Chairman
Date: ____________________
 TERMS AND CONDITIONS

1. Entire Agreement. This Agreement represents the entire Agreement between the COUNTY and SCHINDLER and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement supercedes any prior written or oral agreements between the parties and may not be modified except in writing acknowledged by both parties.

2. You retain your responsibilities as Owner and/or Manager of the premises and of the Equipment. You will provide us with clear and safe access to the Equipment and a safe workplace for our employees as well as a safe storage location for parts and other materials to be stored on site which remain our property. In compliance with all applicable regulations related thereto, you will inspect and observe the condition of the Equipment and workplace and you will promptly report potentially hazardous conditions and malfunctions, and you will call for service as required; you will promptly authorize needed repairs as a result of the repair or replacement costs of the Equipment.

3. Force Majeure. Neither party will be responsible to the other for damage, loss, injury, or interruption of work if the damage, loss, injury, or interruption of work is caused solely by conditions that are beyond the reasonable control of the parties, and without the intentional misconduct or negligence of that party (hereinafter referred to as a “force majeure event”). To the extent not within the control of either party, such force majeure events include: acts of God, acts of any governmental authorities, fire, explosions or other casualties, vandalism, and riots or war. A party claiming a force majeure event (the “claiming party”) shall promptly notify the other party in writing, describing the nature and estimated duration of the claiming party’s inability to perform due to the force majeure event. The cause of such inability to perform will be remedied by the claiming party with all reasonable dispatch.

4. Neither party shall assign, sublet, sell, or transfer its Interest in this Agreement without the prior written consent of the other.

5. The Equipment consists of mechanical and electrical devices subject to wear and tear, deterioration, obsolescence and possible malfunction as a result of causes beyond our control. The services do not guarantee against failure or malfunction, but are intended to reduce wear and prolong useful life of the Equipment. We are not required to perform tests other than those specified previously, to install new devices on the equipment which may be recommended or directed by insurance companies, to make changes or modifications in design, or to make any replacements with parts of a different design. Should code changes require additional testing obligations, those tests and/or fees shall not be included in this agreement and will be subject to a separate written agreement. We are responsible to perform such work as is required due to ordinary wear and tear. We are not responsible for any work required, or any claims, liabilities or damages, due to: obsolescence; accident; abuse; misuse; vandalism; adverse machine room conditions (including temperature variations below 60 degrees and above 90 degrees Fahrenheit) or excessive humidity; overload or overcrowding of the Equipment beyond the limits of the applicable codes; adverse premises or environmental conditions, power fluctuations, rust, or any other cause beyond our control. We will not be responsible for correction of outstanding violations or test requirements cited by appropriate authorities prior to the effective date of this agreement. Regular and appropriate use does not constitute a cause beyond Schindler Elevator's control for purposes of this paragraph.

6. Payment. Payment shall be made in accordance with the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 505/1 et seq.)

7. If either party to this Agreement claims default by the other, written notice of at least 30 days shall be provided, specifically describing the default. If cure of the default is not commenced within the thirty-day notification period, this Agreement may be terminated.

8. Any proprietary material, information, data or devices contained in the equipment or work provided hereunder, or any component or feature thereof, remains our property. This includes, but is not limited to, any tools, devices, manuals, software (which is subject to a limited license for use in this building/property/ equipment only), modern, source/ access/ object codes, passwords and the Schindler Remote Monitoring feature (“SRM”) (if applicable) which we will deactivate and remove if the Agreement is terminated. Nothing in this paragraph shall be construed to allow for the removal of parts/components installed during the repair and maintenance of the subject elevators which are necessary for the continued safe operation and use of the elevators.
9. You will prevent access to the Equipment (as defined in the "EQUIPMENT DESCRIPTION" section on page 1 of this Agreement), including the SRM feature and/or dedicated telephone line if applicable, by anyone other than us. We will not be responsible for any claims, losses, demands, lawsuits, judgments, verdicts, awards or settlements ("claims") arising from the use or misuse of SRM, if any portion of it has been modified, tampered with, removed, relocated. We will be responsible for use, misuse, or misinterpretation of the reports, calls, signals, alarms or other such SRM output, nor for claims arising solely from acts or omissions of others in connection with SRM or from interruptions of telephone service to SRM regardless of cause. Nothing in this paragraph is intended to relieve SCHINDLER from its obligations under this Agreement or replace SCHINDLER's obligations set forth in Paragraphs 18 and 19, concerning Warranties and Indemnification.

10. Should this Agreement be accepted by you in the form of a purchase order, the terms and conditions of this Agreement will take precedence over those of the purchase order.

11. Schindler Elevator Corporation is insured at all locations where it undertakes business for the type of insurance. Limits of liability as follows:

(a) Workers' Compensation - Equal to or in excess of limits of Workers' Compensation laws in all states and the District of Columbia.
(b) Comprehensive Liability - Up to Two Million Dollars ($2,000,000.00) single limit per occurrence, Products/Completed Cps Aggregate $5,000,000.
(c) Auto Liability - $5,000,000 CSL.
(d) Employer's Liability - $5,000,000 Each Accident/Employee/Policy Limit.

Notwithstanding the insurance coverage that SCHINDLER has represented as already in effect, SCHINDLER will obtain and continue in force, during the term of this Agreement, all insurance as set forth above. Each insurance policy shall not be cancelled or changed without thirty (30) days prior written notice, given by the insurance carrier to COUNTY at the address set forth below. Before starting work hereunder, SCHINDLER shall deposit with the COUNTY certificates evidencing the insurance it is to provide hereunder: (a) Worker's Compensation and Occupational Disease Disability Insurance, in compliance with the laws of the jurisdiction where the work is being performed, (b) Employer's comprehensive general liability insurance for both personal injury and property damage in the minimum amount of $1,000,000 for each accident, (c) Comprehensive business automobile liability insurance in the minimum amount of $1,000,000 combined single limit, (d) Comprehensive excess liability insurance with a combined minimum single limit of $1,000,000 for each occurrence, with a minimum $1,000,000 aggregate. COUNTY and Kendall County Public Building Commission shall be named as Additional Insureds on a Primary and Non-Contributory basis with respect to the general liability, business auto liability and excess liability insurance, as well as a waiver of subrogation with respect to the general liability and workers' compensation in favor of COUNTY and Kendall County Public Building Commission. Also, the COUNTY shall be named and designated as certificate holders.

12. Compliance With State and Federal Laws. SCHINDLER 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.

13. Notice. If any notice required or permitted to be given pursuant to this Agreement shall be duly given if sent by fax, certified mail, or courier service and received, in the case of notice to COUNTY, Kendall County Facilities Management, Attention: James K. Smiley, 804 West John Street, Suite B, Yorkville, Illinois, 60560, fax (630) 553-4125 with copy sent to Kendall County State's Attorney, 807 John Street, Yorkville, Illinois, 60560, fax (630) 553-4204. And, in the case of SCHINDLER, to: Schindler Elevator Corporation, 853 N. Church Ct., Elmhurst, IL 60126.

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

15. Choice of Law and Venue. This Agreement shall be construed in accordance with the law and Constitution of the State of Illinois and if any provision is invalid for any reason such invalidations shall not render invalid other provisions which can be given effect without the invalid provision. The parties agree that the venue for any legal proceedings between them shall be the Circuit Court of Kendall County, Illinois, Twenty-Third Judicial Circuit, State of Illinois.

16. Non-Appropriation. In the event COUNTY is in default under the Agreement because funds are not appropriated for a fiscal period subsequent to the one in which the Agreement was entered into which are sufficient to satisfy all or part of the County's obligations under this Agreement during said fiscal period, the County agrees to provide prompt written notice of
said occurrence to SCHINDLER. In the event of a default due to non-proprietary of funds, COUNTY has the right to terminate the Agreement upon providing thirty (30) days written notice to SCHINDLER. No additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement.

17. Termination. This Agreement may be terminated by COUNTY upon written notice delivered to SCHINDLER at least thirty (30) calendar days prior to the effective date of termination. No additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement.

18. Warranties. All services to be undertaken by SCHINDLER shall be carried out by competent and properly trained personnel of SCHINDLER to the highest standards and to the satisfaction of COUNTY. All services, materials and components shall conform to any applicable manuals, equipment suppliers' specifications, and all materials and spare parts shall be obtained from the original equipment manufacturers or from suppliers approved by them. No warranties implied or expressed may be waived or denied.

19. Indemnification. SCHINDLER shall indemnify, hold harmless and defend with counsel of COUNTY's own choosing, COUNTY, its officials, officers, employees, including their past, present, and future board members, elected officials and agents from and against all liability, claims, suits, demands, proceedings and actions, including costs, reasonable fees and expense of defense, arising from, to, any loss, damage, injury, death, or loss or damage to property (collectively, the "Claims"), arising in any manner out of the work to be performed by SCHINDLER and its employees and agents retained to perform work on the elevators described herein, or arising in any manner out of SCHINDLER's performance or alleged failure to perform its obligations pursuant to this Agreement. Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, 55 ILCS 5/0-805, any attorney representing the COUNTY, under this paragraph, shall be approved by the Kendall County State's Attorney and shall be appointed a Special Assistant State's Attorney, as provided in 55 ILCS 5/0-805. The COUNTY's participation in its defense shall not remove COMPANY'S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above.

20. Independent Contractor Relationship. It is understood and agreed that SCHINDLER is an independent contractor and is not an employee of, partner of, agent of, or in a joint venture with COUNTY. SCHINDLER understands and agrees that SCHINDLER is solely responsible for paying all wages, benefits and any other compensation due and owing to SCHINDLER's officers, employees, and agents for the performance of services set forth in the Agreement. SCHINDLER further understands and agrees that SCHINDLER is solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for SCHINDLER's officers, employees and/or agents who perform services as set forth in the Agreement. SCHINDLER also acknowledges its obligation to obtain appropriate insurance coverage for the benefit of SCHINDLER. SCHINDLER'S officers, employees and agents and agrees that COUNTY is not responsible for providing any insurance coverage for the benefit of SCHINDLER. SCHINDLER's officers, employees and agents. SCHINDLER hereby agrees to defend with counsel of COUNTY's own choosing, indemnify and waive any right to recover alleged damages, penalties, interest, fees (including attorneys' fees), and/or costs from COUNTY. COUNTY, its board members, officials, employees, insurers, and agents for any alleged injuries that SCHINDLER, its officers, employees and/or agents may sustain while performing services under the Agreement.

21. Security. For public security purposes, SCHINDLER agrees that no one shall be assigned to perform work at the COUNTY facilities on behalf of it, its consultants, contractors, subcontractors and their respective officers, employees, agents and assignees unless SCHINDLER has completed a criminal background investigation for each individual to be performing work at the site. In the event that the individual's criminal background investigation reveals that the individual has a conviction record that has not been sealed, expunged or impounded under Section 5.2 of the Criminal Identification Act, SCHINDLER agrees that the individual shall not be assigned to perform work on or at the Project absent prior written consent from the COUNTY. COUNTY, at any time and in the COUNTY's sole discretion, may require SCHINDLER and/or its Consultants to remove any individual from performing any further work under this Agreement. Should the COUNTY have a complaint regarding the performance of the services or the behavior of any individual performing services under this Agreement, or should the COUNTY request a change in the manner in which services are being performed pursuant to this Agreement, the COUNTY shall transmit the same to SCHINDLER's onsite foreman and/or to any other member of its management, who shall take immediate action and shall resolve the problem to the COUNTY's satisfaction. SCHINDLER'S failure to take immediate action and/or to resolve the problem to the COUNTY's satisfaction may result in a material breach of the Agreement.

22. Non-Discrimination. SCHINDLER, its officers, employees, and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1864, as
amend, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations.

23. Standards. All services to be undertaken by SCHINDLER shall be carried out by competent and properly trained personnel of SCHINDLER to the highest standards and to the satisfaction of the COUNTY. All services, materials, and components shall conform to relevant manufacturers' and equipment suppliers' specifications, and all materials and spare parts shall be obtained from the original equipment manufacturers or from suppliers approved by them. No warranties implied or explicit may be waived or denied.

24. Certification. SCHINDLER certifies that SCHINDLER, its parent companies, subsidiaries, and affiliates are not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/335-3 or 5/335-4 (bid rigging or bid rotating) or as a result of a violation of 820 ILCS 130/1 et seq. (the Illinois Prevailing Wage Act).

25. Remedies. In any action with respect to this Agreement, the parties are free to pursue any legal remedies at law or in equity. If COUNTY is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this Agreement, and by reason thereof, COUNTY is required to use the services of an attorney, then COUNTY shall be entitled to reasonable attorneys' fees, court costs, and expenses incurred by COUNTY pertaining thereto in enforcement of any remedy, including costs and fees relating to any appeal.

26. Prevailing Wage. To the extent that this Agreement calls for the construction, demolition, maintenance and/or repair of a "public work" as defined by the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq. ("the Act"). such work shall be covered under the Act. The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing covered work on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website at http://www.state.il.us/agency/dol/garage/rates.html. All contractors and subcontractors rendering services under this Agreement must comply with all requirements of the Act, including, but not limited to, all wage, notice and record-keeping duties.

27. Employment of Illinois Workers on Public Works Act. If at the time the Agreement for this Project is executed, or if during the term of the Agreement, there is a period of excessive unemployment in Illinois as defined in the Employment of Illinois Workers on Public Works Act, 30 ILCS 5700/1 et seq., (hereinafter referred to as "the Act"). SCHINDLER and its consultants agree to employ Illinois laborers on this Project in accordance with the Act. SCHINDLER understands that the Act defines (a) "period of excessive unemployment" as "any month following two consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded 5%, as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures", and (b) "Illinois laborer" as "any person who has resided in Illinois for at least thirty (30) days and intends to become or remain an Illinois resident." See 30 ILCS 5701. SCHINDLER understands and agrees that its failure to comply with this provision of the Agreement may result in immediate termination of the Agreement.

28. Waiver of Lien. SCHINDLER hereby waives any claim of lien against subject premises on behalf of SCHINDLER, its officers, Insurers, employees, agents, suppliers and/or subcontractors employed by this Agreement. Upon completion of the project and as a condition prior to payment in full, SCHINDLER shall tender to COUNTY a final waiver of lien for all subcontractors and/or suppliers.

29. Drug Free Workplace. SCHINDLER and its consultants, employees, contractors, subcontractors, and agents agree to comply with all provisions of the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 et seq. and the Illinois Drug Free Workplace Act, 30 ILCS 550/1 et seq.

30. Public Construction Bond. As the total cost of the public work to be performed by SCHINDLER pursuant to this Agreement exceeds $5,000.00, SCHINDLER must furnish, supply and deliver a payment bond in the amount of $1,000.00 to COUNTY pursuant to the requirements of the Public Construction Bond Act, 30 ILCS 550/1 et seq.
LAND LEASE

THIS LEASE ("Lease") is made as of this ___ day of __________, 2013 by and between the Central Limestone, Inc. ("Lessor") and the County of Kendall, Illinois, a unit of local government and the Kendall County Sheriff's Office (collectively "Lessee"). Lessor and Lessee may sometimes be referred to as a "Party" or collectively as the "Parties."

WITNESSETH: That for and in consideration of the rents or other sums of money Lessee agrees to pay to Lessor, and of the covenants and agreements to be kept and performed by Lessee, Lessor hereby demises and leases unto Lessee, solely for the purposes expressed in this Lease, certain vacant and/or unimproved land, owned by Lessor, referred to hereinafter as "the Premises", located at or upon the parcels identified as PIN 08-29-400-002 & PIN 08-28-300-002, County of Kendall, State of Illinois, as shown on image marked Exhibit A, attached to this Lease and made a part of it by this reference, and generally described as follows:

An area containing approximately six (6) acres, more or less, near latitude 41.480129, longitude -88.4439, located on parcel PIN 08-29-400-002 & PIN 08-28-300-002, as more particularly shown on the attached Exhibit A.

1. USE:

1.1 Lessee shall use and occupy the Premises for the purpose of a firearms training site for the Kendall County Sheriff's Office and State, Federal and Municipal law enforcement agencies that are utilizing the Premises with prior approval of the Kendall County Sheriff's Office.

1.2 The roadway which the Lessee shall use for the purpose of gaining access to the Premises will be Joliet Road, as seen on Exhibit A and it is mutually agreed that Lessee and Lessee's invitees shall use this roadway and the driveway leading from it to the Premises "in common with others". Should any easements, whether temporary or permanent, be needed in order to provide access to the Premises, Lessor shall obtain them at no cost to Lessee.

1.3 Lessor and Lessee understand and agree that a backstop berm of at least 20 feet in height shall be constructed at the shooting range itself and be fashioned out of clean fill. The construction of said berm shall be completed pursuant to a third-party agreement and oversight of the construction shall be borne by Lessee. Said berm, including its height and distance, shall be in compliance with the Law Enforcement Trainings and Standards Board's recommendations.

1.4 Lessee shall have the right to place temporary bathroom and storage facilities on site as necessary.

1.5 Lessee shall have the right to place a security gate, including locks, at the Premises’ entrance from Joliet Road to allow for a secured entry to the shooting range area, and Lessee shall also have the right to construct adequate parking facilities within the leased
Premises so as to accommodate those using the facilities located therein. Lessor shall not have rights to the keys for any installed locks during the term of the lease.

1.6 Lessor acknowledges and agrees that the shooting range shall be for use only by the Kendall County Sheriff’s Office and those other law enforcement agencies that shall attend with prior approval of the Kendall County Sheriff’s Office. Under no circumstances shall private individuals, including agents and employees of Lessor, enter or utilize the shooting range without prior written approval of the Kendall County Sheriff’s Office.

1.7 The lessor must peaceably hold and enjoy the land surrounding the Premises without hindrance of the lessee’s quiet enjoyment of the Premises.

2. RENT:
2.1 Lessee shall pay to Lessor as Rental the sum of One U.S. Dollar ($1.00) per annum, payable in advance on or prior to the effective date of this Lease as set forth in Section 4.1 below (the "Effective Date") and any anniversary of the Effective Date during the term of this Lease.

2.2 Lessor shall give the Lessee notice of no less than six (6) months should Lessor determine that it wishes to increase rent at any amount.

2.3 In the event this Lease is terminated by notice of either Party (other than for breach of this agreement), Lessor shall refund to Lessee the portion of any prepaid base rental paid.

2.4 No security deposit will be required as part of this lease.

3. TAXES ON PREMISES:
3.1 All real property taxes for the Premises shall be the responsibility of the Lessor, to the extent applicable under the laws of the State of Illinois.

4. TERM, DEFAULT AND TERMINATION:
4.1 This Lease shall take effect as of May 1, 2013 and, unless earlier terminated as provided below, shall remain in effect until either Party shall give the other Party not less than sixty (60) days written notice, effective at any time, of an intention to terminate.

4.2 This Agreement shall be in full force and effect for a period of twenty five (25) years from the date of the last signatures below unless it is agreed to terminate this Agreement in writing signed by all parties.

4.3 Either Party may terminate this Lease by giving such notice, without cause and regardless of performance or nonperformance of any covenants or agreements contained in this Lease and regardless of rental having been paid in advance for any period, and without any loss or damage to either Party as a result of such termination or cancellation.

5. APPROVAL OF CONSTRUCTION, MAINTENANCE, REPAIRS:
5.1 Lessee shall not make, or permit to be made, any building, structure, improvements or alterations on or to the Premises, other than those outlined in Section 1, without the prior written
approval and consent of Lessor. Lessor shall timely respond to any requests for approval made by Lessee by providing a response to such request within fourteen (14) days of Lessee’s request.

5.2 Lessee shall not create or permit any nuisance in, on or about the Premises, other than those outlined in Section 1 that may be considered a nuisance. Lessee shall maintain the Premises in a neat and clean condition.

5.3 Notwithstanding anything to the contrary in this Lease, Lessee agrees to provide Lessor or its agent access to the Premises, upon reasonable notice, for the purpose of ensuring that Lessee's use and operation of the Premises complies with the terms and conditions of this Lease.

6. ORDINANCES, REGULATIONS, ETC.:
   6.1 Lessee shall promptly provide Lessor with a copy of any notice(s) served upon Lessee from any governmental authority claiming violations of any law, ordinance, code or regulation, or requiring or calling attention to the need for any work, construction, alteration or installation on or in connection with the Premises in order to comply with any law, ordinance, code or regulation.

7. SERVICES, UTILITIES:
   7.1 Lessor will be under no obligation to furnish the Premises with water, gas, sewage, electricity, heat, or other utility services and supplies that may be necessary or desirable in connection with Lessee’s use and occupancy of the Premises. Lessee shall contract directly with any utility company for such services and supplies, and Lessee shall pay for them directly. However, Lessor shall provide any assistance necessary to facilitate Lessee obtaining any utility services needed for the Premises, including obtaining any temporary or permanent easements that may become necessary for such services.

8. ADJACENT AREA USAGE:
   8.1 Lessee may also designate in writing other areas for temporary use by Lessee for access, parking, storage, loading or unloading of materials and supplies.

9. RISK, LIABILITY, INDEMNITY:
   9.1 Lessor acknowledges that persons and property on or near the Premises are in constant danger of injury, death or destruction, incident to the operation of a firing range; and Lessor agrees to this Lease subject to such dangers.

   9.2 Lessor shall be responsible for and shall indemnify, defend and hold harmless Kendall County, the Sheriff of Kendall County, its invitees, and their elected officials, board members, agents, officers and employees from any and all liabilities, claims, demands, or suits brought by any person due to claims arising out of any act or omission of Lessor, or its any agents, employees, or servants thereof or those arising in any manner out of Lessor’s performance or alleged failure to perform its obligations pursuant to this Agreement.

10. INSURANCE:
   10.1 Lessee shall purchase and maintain insurance as specified below covering the
Lease, all the work and services to be performed and all obligations assumed under it, and activities on the shooting range itself, from Effective Date until termination, unless duration is stated to be otherwise:

(a) **Commercial General Liability Insurance** written on an occurrence basis subject to limit of $1,000,000 each occurrence for bodily injury, property damage, personal injury and libel and/or slander injury with an annual aggregate limit of no less than $2,000,000. Policy coverage is to be based on usual Insurance Services Office ("ISO") policy forms to include, but not be limited to: Operations and Premises Liability, Completed Operations and Products Liability, Personal Injury Liability and Contractual Liability insurance.

(b) **Umbrella Liability Insurance** written on an occurrence basis subject to a limit of $4,000,000 each occurrence for bodily injury, property damage, personal injury and libel and/or slander.

10.2 All insurance required of Lessee shall include Lessor as an additional insured.

10.3 All insurance shall provide a minimum of thirty (30) days advance written notice of insurer's intent to cancel or otherwise terminate policy coverage.

11. **SUCCESSORS AND ASSIGNS; LIMITS ON TRANSFER, SUBLEASE OR ASSIGNMENT:**

11.1 Except as otherwise provided below, the terms, covenants and provisions of this Lease shall inure to the benefit of and be binding upon the successors and assigns of Lessor and the successors and assigns of Lessee.

11.2 Notwithstanding the foregoing, Lessee and Lessor shall not transfer, assign, encumber or sublet this Lease or any part of the Premises or any rights and privileges granted in this Lease without the prior written consent of Lessee or Lessor as the case may be, which such party may give at its sole discretion. This covenant shall also apply whether any of the foregoing is made voluntarily by Lessor or Lessee or involuntarily in any proceeding at law or in equity to which Lessee or Lessor may be a party, whereby any of the rights, duties and obligations of Lessor or Lessee may be sold, transferred, conveyed, encumbered, abrogated or in any manner altered without the prior notice to and consent of the other party. Should either party refuse to give its written consent, this agreement shall terminate pursuant to notice as dictated by Section 4.

11.3 Lessor shall not offer or permit any other person, entity or corporation to use any part of the Premises or otherwise allow another to interrupt Lessee's quiet enjoyment of the Premises.

12. **HAZARDOUS COMMODITIES:**

12.1 Pursuant to its use as specified in Section 1, Lessee shall be allowed to permit, keep, use, store and place ammunition on the Premises as are common and usual for use in fire arms/police training. Lessor shall not access, move, remove, or cause to be disturbed any such materials from the Premises.
13. **ENVIRONMENTAL:**

13.1 Lessor understands that the subject Premises shall be used as a firing range, which will necessitate environmental reclamation and/or remediation (possibly including, but not limited to, consulting, engineering, clean-up, sifting munitions fragments from the soil, lead recycling, soil sampling, soil disposal, soil treatment, soil washing, stabilization and solidification efforts, etc.) upon the expiration of the lease and Lessor shall be solely responsible for completion of such efforts. If any Government Authority or any third party demands that a cleanup plan be prepared and that a cleanup be undertaken because of any deposit, spill, discharge or other release of hazardous substances, including, but not limited to, flammables, explosives, lead, pollutants, or other contaminants that occur during the term of the lease, or which arises at any time from Lessee's use or occupancy of the leased premises, then Lessor will, at Lessor's sole expense, prepare and submit any and all required plans and all related bonds and other financial assurances necessitated and Lessor shall also be responsible to carry out all work required by such cleanup plans.

13.2 Lessor will indemnify, defend and hold harmless Lessee and its elected officials, County Board members, officers and employees from all fines, suits, procedures, claims, and actions of every kind and all costs, associated with them arising out of or in any way connected with Lessor's failure to provide all information, make all submissions, and take all actions required by all Legal/Governmental Authorities under the Laws and all other environmental laws in regard to the clean-up, reclamation and remediation of the Premises. Lessor's obligations and liabilities under this Section will survive the expiration or termination of this lease.

13.3 Lessee expressly understands and agrees that the provisions of this Section shall remain in full force and effect regardless of whether this Lease is terminated pursuant to any other provision or whether the Premises are vacated by Lessee.

14. **FORCE MAJEURE:**

14.1 If, by reason of any event of force majeure, either party to this Lease is prevented, delayed, or stopped from performing any act that such party is required to perform under this Lease other than the payment of Rent or other sums due hereunder, the deadline for performance of such act by the party obligated to perform shall be extended for a period of time equal to the period of prevention, delay, or stoppage resulting from the force majeure event, unless this Lease specifies that force majeure is not applicable to the particular obligation. As used in this Lease, the term "force majeure" shall include, but not be limited to, fire or other casualty; bad weather; inability to secure materials; terrorist acts; governmental restrictions, regulations, or controls; judicial orders; and/or other events over which the party obligated to perform (or its contractor or subcontractors) has no control.

15. **MISCELLANEOUS:**

15.1 This Agreement shall be construed in accordance with the law and Constitution of the State of Illinois and if any provision is invalid for any reason such invalidations shall not render invalid other provisions which can be given effect without the invalid provision. The parties agree that the venue for any legal proceedings between them shall be the Circuit Court of Kendall County, Illinois, Twenty-Third Judicial Circuit, State of Illinois.
15.2 Lessee shall not be prohibited from placing or allowing on the Premises any reasonable signs advertising Lessee's usage of the Premises.

15.3 Notices under this Lease shall be deemed given when deposited in a U.S. mailbox, First-Class Mail, postage prepaid, address as follows:

Lessor: Barry Narvick, President
        Central Limestone Company, Inc.
        16805 Quarry Road
        Morris, Illinois 60450

Lessee: Kendall County Sheriff's Office
        1102 Cornell Lane
        Yorkville, Illinois 60560
        Attn: Richard Randall, Sheriff

        And with copy sent to:
        Kendall County State's Attorney,
        807 John Street, Yorkville, Illinois, 60560,

15.4 In the event the Lessee is in default under the Agreement because funds are not appropriated for a fiscal period subsequent to the one in which the Agreement was entered into which are sufficient to satisfy all or part of the County's obligations under this Agreement during said fiscal period, the County agrees to provide prompt written notice of said occurrence to Lessor. In the event of a default due to non-appropriation of funds, Lessor has the right to terminate the Agreement upon providing thirty (30) days written notice to the Lessee. No additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement.

15.5 The term "Lessor" shall include any other company or companies, or person or persons, whose property at the aforesaid location may be leased or operated by Lessor.

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

15.7 This Agreement represents the entire Agreement between the parties 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 and may not be modified except in writing acknowledged by both parties.

15.8 Nothing contained in the Lease shall be deemed or construed by the parties or by any third person to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between Lessee and Lessor.

15.9 All exhibits attached hereto are incorporated as if fully set forth in this Lease.
15.10 The County of Kendall, Kendall County Sheriff’s Office and Central Limestone Company, Inc. each hereby warrant and represent that their respective signatures set forth below have been and are on the date of this Agreement duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have executed this Lease as of the date first herein written:

Lessor: Central Limestone Company, Inc
By: [Signature]
Printed name: Barry Narvick
Title: President

Lessee: Kendall County Sheriff’s Office
By: __________________________
Printed name: __________________________
Title: __________________________
County of Kendall, a unit of local government within the State of Illinois
By: __________________________
Printed name: __________________________
Title: Chair, Kendall County Board
Location of leased shooting range ("Premises")

Exhibit A