1. Call to Order
2. Roll Call
3. Determination of a Quorum
4. Approval of Previous Month’s Minutes
5. Approval of Agenda
6. Correspondence and Communications – County Clerk
7. Special Recognition
8. Citizens to Be Heard
9. New Business
   A. Reschedule 2nd Board meeting in March due to the Election
10. Old Business
    A. Approve Lease Agreement between Kendall County and Kendall County Court Appointed Special Advocates (CASA) for space at 811 West John Street in the amount of $4,800.00 per year, effective January 1, 2014 to December 31, 2014 with two, one year renewal options.
    B. Approve Lease Agreement between Kendall County and Kane County Department of Employment and Education for space at 811 West John Street in the amount of $9,600.00 per year effective January 1, 2014 to December 31, 2014 with two, one year renewal options.
11. Standing Committee Reports
    A. Planning, Building and Zoning
       1. Petition 13-26: Granting a Major Amendment to a Special Use for Green Organics Inc. at 1270 East Beecher Road
    B. Economic Development
       1. Approval of Subordination Agreement with Old Second National Bank, dated January 15, 2014, for the loan to Mark A. Meketi and Brenda I. Meketi dba Brenda’s Custard Cup, approved May 17, 2006, from the Kendall County Revolving Loan Fund.
    C. Finance Committee
       1. Approve claims in an amount not to exceed $664,088.30
       2. Approval of the expenditure in the amount not to exceed $50,233 from the Capital Improvement Fund line item # 0402-000-6650 for Veterans Assistance Commission purchase of transport vehicle
       3. Approval of permanent time change to 10:00 a.m. for the second monthly Budget & Finance Committee meetings. The new time change will be effective on February 27, 2014 and all second meetings forward.
    D. Judicial / Legislative
    E. Animal Control
    F. Labor & Grievance
    G. Standing Committee Minutes Approval
12. Special Committee Reports
    A. Kencom Executive Board
    B. Housing Authority
    C. Per Diem Ad-Hoc Committee
13. Chairman’s Report

   Appointments
   Announcements

   James Horton – Lisbon-Seward Fire District – 3 year term – expires April 2017
14. Executive Session
15. Other Business
16. Citizens to be Heard
17. Questions from the Press
18. Adjournment
The Kendall County Board Meeting was held at the Kendall County Office Building, Room 209, in the City of Yorkville on Tuesday, January 7, 2014 at 8:25 a.m. The Clerk called the roll. Members present: Chairman John Shaw, Amy Cesich, Lynn Cullick, Judy Gilmour, Scott Gryder, Dan Koukol, Matthew Prochaska John Purcell and Jeff Wehrli.

The Clerk reported to the Chairman that a quorum was present to conduct business.

THE AGENDA

Member Wehrli moved to approve the agenda as amended. Member Cullick seconded the motion. Chairman Shaw asked for a voice vote on the motion. All members present voting aye. Motion carried.

EXECUTIVE SESSION

Member Wehrli made a motion to go into Executive Session for litigation, when an action against, affecting or on behalf of the particular public body has been filed and is pending before a court and for the discussion of minutes of meetings lawfully closed under this Act, whether for purposes of approval by the body of the minutes or semi-annual review of the minutes as mandated by the Act. Member Flowers seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

RECONVENE

Member Gryder moved to go back into regular session. Member Cullick seconded the motion. Chairman Shaw asked for a voice vote on the motion. All members present voting aye. Motion carried.

THE MINUTES

Member Wehrli moved to approve the submitted minutes from the Adjourned County Board Meetings of 11/26/13 and 12/3/13. Member Cullick seconded the motion. Chairman Shaw asked for a voice vote on the motion. All members present voting aye. Motion carried.

NEW BUSINESS

County Holiday

Member Gilmour moved to approve Friday, December 26, 2014 as a County holiday. Member Cullick seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye except Purcell who voted nay. Motion carried 8-1.

Transfer $700,086.06 from the General Fund to the Sale in Error Fund

County Treasurer, Jill Farko explained that over 229 sale in error were issued in 2013. Previous years were under 20. The majority of the sales in error were in Windett Ridge and Lakewood Creek subdivisions, they are all empty lots. The parcels were sold on the tax sale in 2008, 2009 and 2010. The tax buyers went to the court and asked for a sale in error on these parcels. The court allowed the sale in error so the county had to refund the tax buyers the monies that they put out for 2008, 2009 and 2010. The payout altogether was over a million dollars. The Treasurer's office has been unable to do a final distribution, the solution is to borrow the money from the General Fund and put it into the Sale in Error Fund. Over a term of 3-5 years the money would be put back into the General Fund. The municipality had placed a lien on the property which allowed the sale in error to happen. The Treasurer's office will keep the money collected from taxes collected and not disburse it to the bond holder. They discussed the amount of fund balance the county has and the impact of the transfer on the fund balance. The Sale in Error Fund has given back to the General Fund over the past several years.

Member Wehrli moved to approve the transfer of an amount not to exceed $700,086.06 from the General Fund to the Sale in Error Fund. Member Cullick seconded the motion. Chairman Shaw asked for a voice vote on the motion. All members present voting aye except Koukol who voted nay. Motion carried 8-1.
OLD BUSINESS

State's Attorney, Eric Weis stated that the Kendall County Department of Education and Employment Lease is finished and all he needs to do is confirm the number. The Easter Seals are not staying in the building. The Department of Education and Employment currently pays $800 per month for 3 rooms. The Housing Authority and CASA are charged $400 a room. The consensus of the board is to have the amounts remain the same.

STANDING COMMITTEE REPORTS

Administration

Contract with Ayres Associates for 2014 Spring Aerial Imagery Mission Services

Member Gilmour asked that this item be held until the next county board meeting.

Economic Development

Member Koukol reviewed the minutes in the packet from the December 27, 2013 meeting.

Finance

CLAIMS

Member Purcell moved to approve the claims submitted in the amount of $1,241,183.34. Member Cesich seconded the motion.

COMBINED CLAIMS: FCLT MGMT $85,993.16, B&Z $2,554.73, CO CLK & RCDR $521.44, ED SRV REG $7,327.57, SHRFF $10,703.92, CRRTNKS $478.65, EMA $835.98, CRCT CLK $342.30, JURY COMM $7,797.50, CRCT CT JGD $4,321.16, CRNR $3,696.00, CMB CRT SRV $18,376.71, PUB DFNDR $3,820.40, ST ATTY $29,703.99, EMLFY HLTH INS $374,395.39, OFF OF ADM SRV $1,298.00, CO BRD $255.41, TECH SRV $339.78, CAP EXPEND $3,305.82, ECON DEV $2,108.86, CAP IMPRV FND $3,363.71, LIABIL INSUR EXPS $746.00, HWY FND $1,434.28, TRNSPT SALES TX $229,844.74, HLTH & HMN SRV $4,364.20, FRST PRSRV $7,201.34, ANML CNTRL EXPS $1,093.61, CO RCDR DOC STRG $171.90, HIDTA $40,167.25, COMM FND $713.76, CRT SEC FND $5,550.00, LAW LBRY $7,008.64, JUV JUS $102.46, CRNR $78.91, PRBTN SRV $5,257.91, GIS $60.57, KEN AREA TRANS $361,048.81, FLD FRM $213.50, ANML CNTRL $500.00, VAC $13,135.00, CRNR SPEC FND $1,180.00

Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

Member Purcell stated that they also discussed the five year capital plan.

Animal Control

Member Cesich stated that they are not ready for the action item yet. Member Cesich reviewed the minutes in the packet from the December 18, 2013 meeting. Anna Payton reported that in 2013 they had zero euthanasia of healthy and treatable animals so that means that they did not euthanize any animal due to space or time limit frame.

Health & Environment

Member Gilmour reviewed the minutes from the December 18, 2013 meeting.

Labor & Grievance

Member Gilmour reviewed the minutes from the November 25, 2013 meeting.

STANDING COMMITTEE MINUTES APPROVAL

Member Prochaska moved to approve all of the Standing Committee Minutes and Reports. Member Cullick seconded the motion. Chairman Shaw asked for a voice vote on the motion. All members present voting aye. Motion carried.

SPECIAL COMMITTEE REPORTS

Kancom Executive Board

Member Gilmour stated that the next meeting is January 23, 2014.

Co Board 1/7/14
Housing Authority

Member Prochaska stated that the next meeting is January 24, 2014.

Per Diem Ad Hoc

Member Cesich reviewed the minutes in the packet from the December 17, 2013 meeting.

CHAIRMAN'S REPORT

Announcements

Scott Gryder – Public Safety Committee - replacing John A Shaw

OTHER BUSINESS

State’s Attorney, Eric Weis had a reminder that Food Pantry pick up will be on Friday, January 10, 2014.

ADJOURNMENT

Member Prochaska moved to adjourn the County Board Meeting until the next scheduled meeting. Member Cesich seconded the motion. Chairman Shaw asked for a voice vote on the motion. All members present voting aye. Motion carried.

Approved and submitted this 13th day of January, 2014.

Respectfully submitted by,
Debbie Gillette
Kendall County Clerk
This Lease Agreement (Lease) is made and entered into as of 1/or, 201j (the Effective Date), by and between the Landlord, the County of Kendall (hereinafter referred to as “County”) and the Tenant, the Kendall County Court Appointed Special Advocate (hereinafter referred to as “CASA”).

1. PREMISES.

1.1 In consideration of the mutual promises, covenants, and conditions herein set forth, the County (hereinafter referred to as “Landlord”) hereby leases to CASA (hereinafter referred to as “Tenant”) and CASA hereby leases from the County the premises, being the office number~ located on the second floor of the east side of the Kendall County Health and Human Services Building, located at 811 West John Street, Yorkville, Kendall County, Illinois, consisting of approximately one hundred and twenty (120) square feet (hereinafter referred to as “Premises”), for the purpose of CASA recruiting, training and supporting volunteer advocates to effectively speak to the best interests of abused, neglected and dependent children in Kendall County’s juvenile court system. Said Premises are shown on Exhibit A hereto and excludes all common spaces as defined herein.

1.2 Landlord expressly reserves (a) the use of the exterior front, rear and side walls and roof of the Premises and the use of any space between the ceiling of the Premises and the floor above or the roof of the Building(s), and (b) the right to install, maintain, use, repair, and replace the pipes, ducts, conduits, and wires leading into or running through the Premises (in locations which will not materially interfere with Tenant’s use of the Premises).

2. TERM.

2.1 Term. The Initial Term of this Lease shall be for the period of one (1) year commencing on 1/or, 201j and terminating on the last day of 1/35, 201j. “Lease Term” or “Term” shall mean the Initial Term and any exercised Option Periods (as defined in Section 2.2 below).

2.2 Option Periods. Provided (a) Tenant has not during the Term been in default in the payment of Rent and Tenant is then occupying the Premises, Tenant may extend the Initial Term for two, successive, one year option periods by giving notice of exercise thereof (Option Notice) to Landlord at least 60 days before the expiration of the term of the lease or, in the event of the second, one year option, 60 days before the expiration of the first, one year option period. If Tenant delivers a valid Option Notice, the Term shall thereby be extended on all the terms and provisions contained in this Lease.

2.3 Renovation of Premises by Landlord. The parties agree that that Landlord will not perform any renovation work to the premises prior to the tenant taking possession. Tenant’s taking possession of the Premises shall be conclusive evidence that the Premises were suitable for Tenant’s intended purposes as of the date thereof, that Tenant accepts the condition of the Premises.

2.4 Termination of Lease Agreement. Either party may terminate this Lease upon sixty (60) day written notice to the other party. All obligations outstanding at that time of termination shall survive the Lease. Both parties may agree in writing to termination of the Lease and waive the sixty (60) day written notice requirement.
3. RENT

3.1 Rental Payment. Tenant shall pay to Landlord Rent for said Premises in the amount of $4,800.00 per year, with the year start date commencing on 1/1/2014, for a total of one (1) year from the date of the lease. Tenant shall make monthly rental payments in the amount of $400.00, commencing on 1/1/2014 and each full payment shall be made by the first day of the month thereafter.

3.2 Security Deposit. No security deposit will be required as part of this lease.

3.3 Fair Market Value. The Landlord and Tenant agree that the fair market value for the rental of the premises is as set forth above in section 3.1.

4. PROPERTY

4.1 The Landlord and Tenant each agree that any personal property, such as equipment, furniture, or other non-fixture items, purchased by either the Tenant or the Landlord either prior to or during the term of this Lease shall remain the personal property of the party who furnished the funds to purchase the property. All personal property of the Tenant shall be removed from the Premise at the termination of this agreement unless agreed to in writing by the parties. Tenant specifically waives any claim of damage against the Landlord for any property damaged as a result of an act of nature including but not limited to lightning strikes and floods. Landlord is not responsible for providing any personal property, equipment, furniture or other non-fixture items to the Tenant.

5. COMMON AREA.

5.1 Common Area. “Common Area” is defined as all areas and facilities within the Health and Human Services Building not appropriated to the occupancy of Tenant (The area of occupancy of the Tenant is show in Exhibit A), and facilities, utilities, or equipment outside the Health and Human Services Building which serve the Health and Human Services Building or any other County facility or property, including, but not limited to, all vehicle parking spaces or areas, roads, traffic lanes, driveways, sidewalks, pedestrian walkways, landscaped areas, signs, service delivery facilities, common storage areas, common utility facilities, and all other areas for nonexclusive use in the Health and Human Services Building that may from time to time exist. Common Areas shall include the roofs and exterior walls of buildings in the Health and Human Services Building, all utility systems, heating, ventilating, and cooling systems, and sewer laterals.

5.2 Common Area Expenses. The term “Common Area Expenses” shall include the maintenance, repair, replacement, operation, and management of the Common Area and the Health and Human Services Building and shall include landscaping; repaving; resurfacing; restriping; security; alarm systems; signage; property management; repairs, maintenance, and replacements of bumpers, directional signs, and other markers; painting; lighting and other utilities (including, but not limited to electricity, gas, water, and telephone); cleaning; trash removal; Tenant’s trash removal, any contracts for services or supplies to be provided in connection with the maintenance, management, operation, repair, and replacement of such Common Area. All costs associated with the Common Area are to be paid by the Landlord.
5.3 Control of the Common Area. Landlord and the Kendall County Health Department shall have exclusive control of the Common Area and may exclude any person from use thereof except authorized employees and service suppliers of Tenant. Tenant acknowledges that Landlord may change the shape, size, location, number, and extent of the improvements to any portion of the Health and Human Services Building without Tenant's consent. Tenant and its agents, employees, assignees, contractors, and invitees shall observe faithfully and comply with any rules or regulations adopted by the Landlord and/or Kendall County Health Department for the Health and Human Services Building. Tenant agrees to keep the Common Area free and clear of any obstructions created or permitted by Tenant or resulting from Tenant's operation and to use the Common Area only for normal activities: parking, ingress, and egress by Tenant and its employees, agents, representatives, licensees, and invitees to and from the Premises and Health and Human Services Building. If, in the opinion of Landlord, unauthorized persons are using the Common Area by reason of the presence of Tenant in the Premises, Tenant, upon demand of Landlord, shall correct such situation by appropriate action and proceedings against all such unauthorized persons. Nothing herein shall affect the rights of Landlord at any time to remove any such unauthorized persons from said areas or to prevent the use of said areas by such unauthorized persons. The Tenant is allowed to use the waiting area as set forth in Exhibit A, as well as public restrooms, for clients of the Housing Authority. In addition, the Tenant is allowed access to conference rooms and training rooms as deemed appropriate by the Kendall County Health and Human Services Department and subject to their rules and regulations.

6. REAL PROPERTY TAXES.

6.1 All real property taxes shall be the responsibility of the Landlord, to the extent applicable under the laws of the State of Illinois.

7. INSURANCE; INDEMNITY; SUBROGATION.

7.1 General. All insurance policies required to be carried by Tenant under this Lease shall (a) be written by companies rated A-/VIII or better in the most recent edition of BEST'S INSURANCE REPORTS and authorized to do business in the State of Illinois and (b) name Landlord, the Kendall County Health Department, and any parties designated by Landlord as additional insureds. Tenant shall deliver to Landlord certified copies of its insurance policies, or an original certificate evidencing that such coverage is in effect, and thereafter at least 30 days before the expiration dates of expiring policies. Coverage shall not be canceled or materially reduced. Tenant's coverage shall be primary insurance with respect to Landlord, and its officers, directors, and employees. Any insurance maintained by Landlord shall be in excess of, and not contributing with, Tenant's insurance. Coverage shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to any aggregate limit applicable to the insuring party's policy.

7.2 Tenant's Liability Insurance. Tenant shall keep in force during the term of this Lease a policy of public liability insurance insuring against any liability arising out of Tenant's use, occupancy, or maintenance of the Premises and the acts, omissions, and negligence of Tenant, its agents, employees, contractors, and invitees in and about the Premises and the Health and Human Services Building. As of the Term Commencement Date, such insurance shall provide coverage for and shall be in the amount of not less than $2,000,000.00 per occurrence for bodily injury, including death, and personal injury, and $1,000,000.00 per occurrence property damage insurance. Tenant's coverage shall be primary insurance as respects Landlord, its officers, agents, and employees. Any insurance or self-insurance maintained by Landlord shall be excess of the Tenant's insurance and shall not contribute with it. Coverage shall apply
separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

7.3 Tenant's Other Insurance. Tenant shall maintain special form property coverage, with sprinkler leakage, vandalism, and malicious mischief endorsements on all of Tenant's fixtures, including tenant improvements and betterments, equipment, and personal property on the Premises, in an amount not less than 100 percent of their full guaranteed replacement value, the proceeds of which shall, as long as the Lease is in effect, be used for the repair or replacement of the property so insured. Tenant shall maintain workers' compensation insurance in accordance with the laws of the State of Illinois in which the Premises are located and employer's liability insurance with a limit of not less than $1,000,000.00 each accident.

7.4 Waiver of Subrogation. Neither Landlord nor Tenant shall be liable to the other or to any insurance company (by way of subrogation or otherwise) insuring the other party for any loss or damage to any building, structure, or other tangible property, or any resulting loss of income and benefits (even though such loss or damage might have been occasioned by the negligence of such party, its agents, or employees) if such loss or damage is covered by insurance benefiting the party suffering such loss or damage or was required to be covered by insurance pursuant to this Lease. Landlord and Tenant shall require their respective insurance companies to include a standard waiver of subrogation provision in their respective policies.

7.5 Indemnification and Waiver by Tenant. To the fullest extent permitted by law and except to the extent that any damage to property or injury is caused by the gross negligence or willful misconduct of Landlord, Tenant agrees (and Tenant shall cause its contractors and subcontractors to agree) that neither Landlord, its officers, directors, and employees nor Landlord's employees, agents, representatives, and contractors, nor Kendall County Health Department, its officers, directors, employees, agents, representatives, and contractors, and each of their successors and assigns (each, "Landlord Party" and collectively "Landlord Parties") shall be liable for any injury to or death of persons or damage to property of Tenant (or its contractors and subcontractors) or any other person from the date of this Lease. Tenant shall defend with counsel of Landlord's choosing, indemnify, and hold Landlord and the Landlord Parties harmless against and from any and all claims, liabilities, losses, damages, suits, costs, and expenses of any kind or nature including without limitation reasonable attorneys' fees (collectively referred to herein as "Claims") arising from or relating to (a) Tenant's use of the Premises or the Common Areas, or (b) any acts, omissions, negligence, or default of Tenant or Tenant's agents, employees, officers, directors, contractors, and invitees (each, "Tenant Party" and collectively "Tenant Parties"), except to the extent that any such Claim is caused by the gross negligence or willful misconduct of Landlord. The terms of the indemnification by Tenant set forth in this Section 7.5 shall survive the expiration or earlier termination of this Lease.

8. USE.

8.1 The Premises shall be used for CASA to recruit, train and support volunteer advocates to effectively speak to the best interests of abused, neglected and dependent children in Kendall County's juvenile court system during the term of this Lease. The failure by Tenant to use the Premises pursuant to this Article 8 shall be considered a default under this Lease, and Landlord shall have the right to exercise any and all rights and remedies provided herein or by law. The Tenant may not transfer or assign the Lease to a third party.
8.2 Landlord and the Kendall County Health Department have the authority to make modification and improvements to the Health and Human Services Building, including the Premises, as deemed necessary to accomplish its statutory functions.

8.3 Access to the Premises by the Tenant shall be limited to the normal business hours of the Health and Human Service Building for general public access.

9. MAINTENANCE, REPAIRS, ALTERATIONS.

9.1 Tenant's Obligations. Subject to the foregoing, Tenant shall keep and maintain in good condition the Premises.

9.2 Landlord’s Obligations. Subject to the foregoing, Landlord shall keep and maintain in good condition and repair (or replace, if necessary) all aspects of the Health and Human Services Building including but not limited to the roof, exterior walls, structural parts, and structural floor of the Premises, fire protection services, and pipes and conduits outside the Premises for the furnishing to the Premises of various utilities (except to the extent that the same are the obligation of the appropriate public utility company).

9.3 Surrender. Upon the expiration or termination of this Lease, Tenant shall surrender the Premises to Landlord in good and broom-clean condition, with all of Tenant’s fixtures and property removed, excepting ordinary wear and tear. Tenant shall also remove any Tenant-installed improvements that Landlord may require to be removed.

9.4 Alterations. Tenant shall not make any structural repairs or alterations of the Premises unless approved in writing by Landlord prior to any repairs or alterations.

9.5 Cleaning. The Landlord agrees to continue to provide for the general cleaning and maintenance of the Premises and the removal of trash from the Premises, including all associated costs.

9.6 Technical Support. Tenant is responsible, at its own cost, to provide any technical or mechanical support to repair or replace any electrical, mechanical, or computer equipment purchased by Tenant for use on said Premise.

10. UTILITIES.

10.1 Obligation to Pay. Landlord shall pay for all water, gas, electricity, and other utilities used by Tenant during the Lease Term, with the exception of telephone lines dedicated specifically for handling CASA telephone calls, which shall be paid by the Tenant.

10.2 Tenant acknowledges that the Premises are designed to provide standard office use electrical facilities and standard office lighting. Tenant shall not use any equipment or devises that utilize excessive electrical energy or that may, in Landlord’s reasonable opinion, overload the wiring or interfere with electrical services to other tenants.

10.3 Landlord’s Responsibility. Landlord shall not be liable for, and Tenant shall not be entitled to, any damages, abatement, or reduction in Rent by reason of any interruption or failure in the supply of utilities, including but not limited to lightning strikes and floods. Tenant agrees that it shall not install any
equipment that exceeds or overloads the capacity of the utility facilities serving the Premises, and that if equipment installed by Tenant requires additional utility facilities, installation of the same shall be at Tenant’s expense, but only after Landlord’s written approval of same. Landlord shall be entitled to cooperate with the energy and water conservation efforts of governmental agencies or utility suppliers. No failure, stoppage, or interruption of any utility or service, including but not limited to lightning strikes and floods, shall be construed as an eviction of Tenant, nor shall it relieve Tenant from any obligation to perform any covenant or agreement under this Lease. In the event of any failure, stoppage, or interruption of utilities or services, Landlord shall use its reasonable efforts to attempt to restore all services promptly. Landlord reserves the right from time to time to make reasonable and nondiscriminatory modifications to the utility systems serving the Health and Human Services Building.

11. MECHANICS LIENS.

11.1 Tenant shall keep the Premises and the Health and Human Services Building free and clear of all encumbrances, mechanics liens, stop notices, demands, and claims arising from work done by or for Tenant or for persons claiming under Tenant, and Tenant shall defend with counsel of Landlord’s choosing, indemnify and save Landlord free and harmless from and against any Claims arising from or relating to the same.

12. DEFAULTS, REMEDIES.

12.1 Tenant’s Default. Tenant shall be in default in the event of any of the following: (a) if Tenant fails to make any payment of Rent and such failure shall continue for 30 days after written notice by Landlord; (b) if Tenant fails to perform any other obligation to be performed by Tenant hereunder and such failure shall continue for 30 days after written notice by Landlord; provided, however, if the nature of such default is such that the same cannot reasonably be cured within a 30-day period, then Tenant shall not be deemed to be in default if it shall commence such cure within such 30-day period and thereafter rectify and cure such default with due diligence; (c) if Tenant abandons or vacates the Premises or ceases to use the Premises for the stated purpose as set forth in this Lease; or (d) if Tenant files a petition or institutes any proceedings under the Bankruptcy Code.

12.2 Remedies in Default. In the event of a default by Tenant, Landlord, in addition to any other remedies available to it at law or in equity, including injunction, at its option, without further notice or demand of any kind to Tenant or any other person, may (a) terminate this Lease and Tenant’s right to possession of the Premises and recover possession of the Premises and remove all persons there from; (b) have the remedies available at law or in equity (Landlord may continue the Lease in effect after Tenant’s breach and abandonment and recover Rent as it becomes due, if Tenant has the right to sublet or assign, subject only to reasonable limitations); or (c) even though it may have reentered the Premises, thereafter elect to terminate this Lease and all of the rights of Tenant in or to the Premises.

12.3 At the termination of the Lease Term, by lapse of time or otherwise, Tenant will yield immediate possession of the Premises to the Landlord in good condition and repair, loss by fire and ordinary wear excepted, and will return any keys or access cards therefore to the Landlord.

12.4 If Tenant holds over or occupies the Premises beyond the Lease Term (it being agreed there shall be no holding over or occupancy without Landlord’s written consent), Tenant shall pay Landlord for
each day of such holding over a sum equal to 125% (one hundred twenty-five percent) of the Rent prorated for the number of days of such holding over. In addition, Tenant shall be liable to Landlord for any and all damages which Landlord shall suffer by reason thereof, and Tenant will indemnify Landlord against all claims and demands made by any succeeding tenants against Landlord, founded upon delay by Landlord in delivering possession of the Premises to such succeeding tenant. The provisions of this section shall not constitute a waiver by Landlord of any right of re-entry as hereinafter set forth; nor shall receipt of any Rent or other act in apparent agreement of tenancy operate as a waiver of the right to terminate this Lease for a breach of any of the covenants herein.

13. DESTRUCTION.

13.1 Landlord’s Option to Terminate. In the event of a casualty causing damage to the Premises or Health and Human Services Building that cannot be repaired within ninety (90) calendar days from the date of damage or destruction under the laws and regulations of the state, federal, county, and municipal authorities or other authorities with jurisdiction, either Landlord or Tenant may terminate this Lease at the date of the damage upon written notice to the other party given within ninety (90) calendar days following the date of the casualty.

13.2 Repairs; Rental Abatement. In the event of an insured casualty that may be repaired within ninety (90) days from the date of the damage or, in the alternative, in the event that the Landlord or Tenant does not elect to terminate this Lease under the terms of Section 13.1 above, then this Lease shall continue in full force and effect and the Premises shall be reconstructed with the obligations of the parties being as set forth in Section 13.3 below. Such partial destruction shall in no way annul or void this Lease. As long as Tenant conducts its business in the Premises, there shall be no abatement until the parties agree in writing on the amount thereof.

13.3 Limitation on Repairs. In the event of any reconstruction of the Premises under this Article 13, Landlord’s obligation to reconstruct the Premises shall be, to the extent reasonably practicable and to the extent of available proceeds, to restore the Premises to the condition in which they were delivered to Tenant. Landlord’s repair obligations shall in no way include any construction obligations originally imposed on Tenant or subsequently undertaken by Tenant.

14. SIGNS AND DISPLAYS.

14.1 Tenant shall not erect or install in, on, or about the Premises any exterior or interior signs or advertising media, or window or door lettering or placards, without Landlord’s consent. All such signs shall comply with all applicable laws and ordinances.

15. COMPLIANCE WITH LAWS.

15.1 Laws Generally. Tenant, at its sole cost and expense, shall comply with all existing and future laws, ordinances, orders, rules, regulations, and requirements of all governmental and quasi-governmental authorities (including the Americans with Disabilities Act, and any amendments thereto) having jurisdiction over the Premises and shall perform all work required to comply therewith. If any such work would involve changes to the structure, exterior, or mechanical, electrical, or plumbing systems of the Building, then such work shall be performed by Landlord, and Tenant shall reimburse Landlord the cost thereof within 30 days after receipt of billing.
15.2 Tenant shall comply with any and all laws concerning environmental regulations. Tenant shall not cause or permit any Hazardous Materials (as defined below) to be brought, stored, used, handled, transported, generated, released, or disposed of, on, in, under, or about the Premises.

16. RIGHT OF ENTRY.

16.1 Landlord, the Kendall County Health Department, and its authorized representatives shall have the right to enter the Premises at all reasonable times upon reasonable notice to make repairs or alterations to the systems serving the Premises or for any other purpose.

17. WAIVERS.

17.1 No delay or omission in the exercise of any right or remedy of Landlord with respect to any default by Tenant shall impair such right or remedy or be construed as a waiver. No waiver of any of the terms, provisions, covenants, conditions, rules, and regulations shall be valid unless it shall be in writing signed by Landlord. The receipt and acceptance by Landlord of delinquent Rent or other payments due hereunder shall not constitute a waiver of any other default.

18. ATTORNEY’S FEES.

18.1 If either party hereto brings an action at law or in equity to enforce, interpret, or seek redress for the breach of this Lease, then the prevailing party in such action shall be entitled to recover all court costs, witness fees, and reasonable attorneys’ fees, at trial or on appeal, in addition to all other appropriate relief.

19. LIMITATION ON LIABILITY.

19.1 In consideration of the benefits accruing hereunder, Tenant, on behalf of itself and all successors and assigns of Tenant, covenants and agrees that the obligations under this Lease do not constitute personal obligations of the Landlord, its members, directors, officers, or employees, and Tenant shall not seek recourse against members, directors, officers, or employees of Landlord or any of their personal assets for satisfaction in any liability in respect to this Lease.

20. NOTICES.

20.1 Every notice, demand, or request (collectively “Notice”) required hereunder or by law to be given by either party to the other shall be in writing and shall be served on the parties at the addresses set forth below the signatures of the parties or such other address as the party to be served may from time to time designate in a Notice to the other party. Any such Notices shall be sent either by (a) United States certified or registered mail, postage prepaid, return receipt requested; (b) overnight delivery using a nationally recognized overnight courier, which shall provide evidence of delivery upon sender’s request; or (c) personal delivery, in which case Notice shall be deemed delivered upon receipt of confirmation of such facsimile transmission of such Notice (provided a follow-up Notice is (i) mailed by certified or registered United States Mail, postage prepaid, return receipt requested; (ii) delivered by overnight courier delivery; or (iii) delivered by personal delivery within five (5) business day thereafter). All notices given in the manner specified herein shall be effective upon the earliest to occur of actual receipt, the date of inability to deliver to the intended recipient as evidenced by the United States Postal Service or courier receipt, or the date of refusal by the intended recipient to accept delivery as evidenced by the United States Postal Service or courier.
21 MISCELLANEOUS

21.1 Cumulative Remedies. No remedy herein conferred on or reserved to Landlord is intended to be exclusive of any other remedy herein or by law provided, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now hereafter existing at law or in equity by statute.

21.2 Severability. The unenforceability, invalidity, or illegality of any provision of this Lease shall not render the other provisions unenforceable, invalid, or illegal. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision it becomes valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

21.3 Governing Laws. The laws of the State of Illinois shall govern the validity, performance, and enforcement of this Lease. No conflict-of-law rules of any state or country (including, without limitation, Illinois conflict-of-law rules) shall be applied to result in the application of any substantive or procedural laws of any state or country other than Illinois. All controversies, claims, actions, or causes of action arising between the parties hereto and their respective successors and assigns shall be brought, heard, and adjudicated by the courts of the State of Illinois, with venue in Kendall County.

21.4 Force Majeure. 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; strikes or labor disputes (over which the obligated party has no direct or indirect bearing in the resolution thereof); acts of God; acts of the public enemy or other hostile governmental action; civil commotion; 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.

21.5 Successors and Assigns. All of the provisions, terms, covenants, and conditions of this Lease shall be binding on and inure to the benefit of the parties and their respective heirs, executors, administrators, successors, and assigns. No party shall assign, sublet, sell or transfer its interest in this Lease without all other parties' prior written consent.

21.6 Relationship. 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 Landlord and Tenant.

21.7 Entire Agreement; Modification. This Lease and all exhibits and/or addendums, and/or riders, if any, attached to this Lease are hereby made a part of this Lease, with full force and effect as if set forth herein. This Lease supersedes all prior agreements between the parties and sets forth all the covenants, promises, agreements, and conditions, and understandings between Landlord and Tenant concerning the Premises, and there are no actual or implied covenants, promises, agreements, conditions, or understandings, either oral or written, between them other than as are set forth herein and none thereof shall be used to interpret, construe, supplement, or contradict this Lease. No alteration, amendment,
change, or addition to this Lease shall be binding on Landlord or Tenant unless reduced to writing and
signed by each party.

21.8 Time of Essence. Time is of the essence with respect to the performance of every provision of
this Lease in which time performance is specified.

21.9 Survival of Obligations. All obligations of Tenant accrued as of the date of acceptance or
rejection of this Lease due to the bankruptcy of Tenant, and those accrued as of the date of termination or
expiration of this Lease for any reason whatsoever, shall survive such acceptance, rejection, termination,
or expiration.

21.10 Authority. Each party represents and warrants that their representative whose signature
appears below have the power and authority to enter into this Lease and to obligate the party to the term
of this Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date first written
above.

LANDLORD:

Chairman

TENANT:

Address of Landlord:
111 West Fox Street
Yorkville, IL 60560

Address of Tenant:
811 West John Street
Yorkville, IL 60560
EXHIBIT A
DEPICTION OF PREMISES

[See attached Second Floor Plan]
The Kendall County Health Department space constitutes approximately 17,000 sq. ft (denoted in white) in the HHS Building.
Kane County Department of Education and Employment Lease Agreement

This Lease Agreement ("Lease") is made and entered into as of January 1, 2014 (the Effective Date), by and between the Landlord, the County of Kendall (hereinafter referred to as "County") and the Tenant, the Kane County Department of Education and Employment (hereinafter referred to as "DEE").

1. PREMISES.

1.1 In consideration of the mutual promises, covenants, and conditions herein set forth, the County (hereinafter referred to as "Landlord") hereby leases to Kane County Department of Education and Employment (hereinafter referred to as "Tenant") and Tenant hereby leases from the Landlord the premises, being the office numbers 221, 223, & 225 located on the second floor of the Kendall County Health and Human Services Building, located at 811 West John Street, Yorkville, Kendall County, Illinois, consisting of approximately twelve hundred (1200) square feet (hereinafter referred to as "Premises"), for the purpose of the Kane County Department of Education and Employment providing job seekers with access to job search and labor market information, employment counseling and support along with education and skills training for the residence of Kendall County. Said Premises are shown on Exhibit A hereto and excludes all common spaces as defined herein.

1.2 Landlord expressly reserves (a) the use of the exterior front, rear and side walls and roof of the Premises and the use of any space between the ceiling of the Premises and the floor above or the roof of the Building(s), and (b) the right to install, maintain, use, repair, and replace the pipes, ducts, conduits, and wires leading into or running through the Premises (in locations which will not materially interfere with Tenant's use of the Premises).

2. TERM.

2.1 Term. The Initial Term of this Lease shall be for the period of one (1) year commencing on January 1st, 2014 and terminating on the last day of December, 2015. "Lease Term" or "Term" shall mean the Initial Term and any exercised Option Periods (as defined in Section 2.2 below).

2.2 Option Periods. Provided (a) Tenant has not during the Term been in default in the payment of Rent and Tenant is then occupying the Premises, Tenant may extend the Initial Term for two, successive, one year option periods by giving notice of exercise thereof (Option Notice) to Landlord at least 60 days before the expiration of the term of the lease or, in the event of the second, one year option, 60 days before the expiration of the first, one year option period. If Tenant delivers a valid Option Notice, the Term shall thereby be extended on all the terms and provisions contained in this Lease.

2.3 Renovation of Premises by Landlord. The parties agree that that Landlord will not perform any renovation work to the premises prior to the tenant taking possession. Tenant's taking possession of the Premises shall be conclusive evidence that the Premises were suitable for Tenant's intended purposes as of the date thereof, that Tenant accepts the condition of the Premises.

2.4 Termination of Lease Agreement. Either party may terminate this Lease upon sixty (60) day written notice to the other party. All obligations outstanding at that time of termination shall survive the Lease. Both parties may agree in writing to termination of the Lease and waive the sixty (60) day written notice requirement.
3. RENT

3.1 Rental Payment. Tenant shall pay to Landlord Rent for said Premises in the amount of $9600.00 per year, with the year start date commencing on January 1st, 2014, for a total of one (1) year from the date of the lease. Tenant shall make monthly rental payments in the amount of $800.00, commencing on January 1st, 2014 and each full payment shall be made by the first day of the month thereafter.

3.2 Security Deposit. No security deposit will be required as part of this lease.

3.3 Fair Market Value. The Landlord and Tenant agree that the fair market value for the rental of the premises is as set forth above in section 3.1.

4. PROPERTY

4.1 The Landlord and Tenant each agree that any personal property, such as equipment, furniture, or other non-fixture items, purchased by either the Tenant or the Landlord either prior to or during the term of this Lease shall remain the personal property of the party who furnished the funds to purchase the property. All personal property of the Tenant shall be removed from the Premise at the termination of this agreement unless agreed to in writing by the parties. Tenant specifically waives any claim of damage against the Landlord for any property damaged as a result of an act of nature including but not limited to lightning strikes and floods. Landlord is not responsible for providing any personal property, equipment, furniture or other non-fixture items to the Tenant.

5. COMMON AREA.

5.1 Common Area. “Common Area” is defined as all areas and facilities within the Kendall County Health and Human Services Building not appropriated to the occupancy of Tenant (The area of occupancy of the Tenant is show in Exhibit A), and facilities, utilities, or equipment outside the Kendall County Health and Human Services Building which serve the Kendall County Health and Human Services Building or any other County facility or property, including, but not limited to, all vehicle parking spaces or areas, roads, traffic lanes, driveways, sidewalks, pedestrian walkways, landscaped areas, signs, service delivery facilities, common storage areas, common utility facilities, and all other areas for nonexclusive use in the Kendall County Health and Human Services Building that may from time to time exist. Common Areas shall include the roofs and exterior walls of buildings in the Kendall County Health and Human Services Building, all utility systems, heating, ventilating, and cooling systems, and sewer laterals.

5.2 Common Area Expenses. The term “Common Area Expenses” shall include the maintenance, repair, replacement, operation, and management of the Common Area and the Kendall County Health and Human Services Building and shall include landscaping; repaving; resurfacing; restriping; security; alarm systems; signage; property management; repairs, maintenance, and replacements of bumpers, directional signs, and other markers; painting; lighting and other utilities (including, but not limited to electricity, gas, water, and telephone); cleaning; trash removal; Tenant’s trash removal, any contracts for services or supplies to be provided in connection with the maintenance, management, operation, repair, and replacement of such Common Area. All costs associated with the Common Area are to be paid by the Landlord.
5.3 Control of the Common Area. Landlord and the Kendall County Health Department shall have exclusive control of the Common Area and may exclude any person from use thereof except authorized employees and service suppliers of Tenant. Tenant acknowledges that Landlord may change the shape, size, location, number, and extent of the improvements to any portion of the Kendall County Health and Human Services Building without Tenant’s consent. Tenant and its agents, employees, assignees, contractors, and invitees shall observe faithfully and comply with any rules or regulations adopted by the Landlord and/or Kendall County Health Department for the Kendall County Health and Human Services Building. Tenant agrees to keep the Common Area free and clear of any obstructions created or permitted by Tenant or resulting from Tenant’s operation and to use the Common Area only for normal activities: parking, ingress, and egress by Tenant and its employees, agents, representatives, licensees, and invitees to and from the Premises and Kendall County Health and Human Services Building. If, in the opinion of Landlord, unauthorized persons are using the Common Area by reason of the presence of Tenant in the Premises, Tenant, upon demand of Landlord, shall correct such situation by appropriate action and proceedings against all such unauthorized persons. Nothing herein shall affect the rights of Landlord at any time to remove any such unauthorized persons from said areas or to prevent the use of said areas by such unauthorized persons. The Tenant is allowed to use the waiting area as set forth in Exhibit A, as well as public restrooms, for clients of the Tenant. In addition, the Tenant is allowed access to conference rooms and training rooms as deemed appropriate by the Kendall County Health and Human Services Department and subject to their rules and regulations.

6. REAL PROPERTY TAXES.

6.1 All real property taxes shall be the responsibility of the Landlord, to the extent applicable under the laws of the State of Illinois.

7. INSURANCE; INDEMNITY; SUBROGATION.

7.1 General. All insurance policies required to be carried by Tenant under this Lease shall (a) be written by companies rated A-VIII or better in the most recent edition of BEST’S INSURANCE REPORTS and authorized to do business in the State of Illinois and (b) name Landlord, the Kendall County Health Department, and any parties designated by Landlord as additional insureds. Tenant shall deliver to Landlord certified copies of its insurance policies, or an original certificate evidencing that such coverage is in effect, January 1st, 2014 and thereafter at least 30 days before the expiration dates of expiring policies. Coverage shall not be canceled or materially reduced. Tenant’s coverage shall be primary insurance with respect to Landlord, and its officers, directors, and employees. Any insurance maintained by Landlord shall be in excess of, and not contributing with, Tenant’s insurance. Coverage shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to any aggregate limit applicable to the insuring party’s policy.

7.2 Tenant’s Liability Insurance. Tenant shall keep in force during the term of this Lease a policy of public liability insurance insuring against any liability arising out of Tenant’s use, occupancy, or maintenance of the Premises and the acts, omissions, and negligence of Tenant, its agents, employees, contractors, and invitees in and about the Premises and the Kendall County Health and Human Services Building. As of the Term Commencement Date, such insurance shall provide coverage for and shall be in the amount of not less than $2,000,000.00 per occurrence for bodily injury, including death, and personal injury, $1,000,000.00 per occurrence property damage insurance. Tenant’s coverage shall be primary insurance as respects Landlord, its officers, agents, and employees. Any insurance or self-insurance maintained by Landlord shall be excess of the Tenant’s insurance and shall not contribute with it.
Coverage shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

7.3 Tenant’s Other Insurance. Tenant shall maintain special form property coverage, with sprinkler leakage, vandalism, and malicious mischief endorsements on all of Tenant’s fixtures, including tenant improvements and betterments, equipment, and personal property on the Premises, in an amount not less than 100 percent of their full guaranteed replacement value, the proceeds of which shall, as long as the Lease is in effect, be used for the repair or replacement of the property so insured. Tenant shall maintain workers’ compensation insurance in accordance with the laws of the State of Illinois in which the Premises are located and employer’s liability insurance with a limit of not less than $1,000,000.00 each accident.

7.4 Waiver of Subrogation. Neither Landlord nor Tenant shall be liable to the other or to any insurance company (by way of subrogation or otherwise) insuring the other party for any loss or damage to any building, structure, or other tangible property, or any resulting loss of income and benefits (even though such loss or damage might have been occasioned by the negligence of such party, its agents, or employees) if such loss or damage is covered by insurance benefiting the party suffering such loss or damage or was required to be covered by insurance pursuant to this Lease. Landlord and Tenant shall require their respective insurance companies to include a standard waiver of subrogation provision in their respective policies.

7.5 Indemnification and Waiver by Tenant. To the fullest extent permitted by law and except to the extent that any damage to property or injury is caused by the gross negligence or willful misconduct of Landlord, Tenant agrees (and Tenant shall cause its contractors and subcontractors to agree) that neither Landlord, its officers, directors, and employees nor Landlord’s employees, agents, representatives, and contractors, nor Kendall County Health Department, its officers, directors, employees, agents, representative, and contractors, and each of their successors and assigns (each, “Landlord Party” and collectively “Landlord Parties”) shall be liable for any injury to or death of persons or damage to property of Tenant (or its contractors and subcontractors) or any other person from the date of this Lease. Tenant shall defend with counsel of Landlord’s choosing, indemnify, and hold Landlord and the Landlord Parties harmless against and from any and all claims, liabilities, losses, damages, suits, costs, and expenses of any kind or nature including without limitation reasonable attorneys’ fees (collectively referred to herein as “Claims”) arising from or relating to (a) Tenant’s use of the Premises or the Common Areas, or (b) any acts, omissions, negligence, or default of Tenant or Tenant’s agents, employees, officers, directors, contractors, and invitees (each, “Tenant Party” and collectively “Tenant Parties”), except to the extent that any such Claim is caused by the gross negligence or willful misconduct of Landlord. The terms of the indemnification by Tenant set forth in this Section 7.5 shall survive the expiration or earlier termination of this Lease.

8. USE.

8.1 The Premises shall be used for the Tenant to provide job seekers with access to job search and labor market information, employment counseling and support along with education and skills training for the residence of Kendall County during the term of this Lease. The failure by Tenant to use the Premises pursuant to this Article 8 shall be considered a default under this Lease, and Landlord shall have the right to exercise any and all rights and remedies provided herein or by law. The Tenant may not transfer or assign the Lease to a third party.
8.2 Landlord shall have the authority to make modification and improvements to the Kendall County Health and Human Services Building, including the Premises, as deemed necessary to accomplish its statutory functions.

8.3 Access to the Premises by the Tenant shall be limited to the normal business hours of the Kendall County Health and Human Service Building for general public access.

9. MAINTENANCE, REPAIRS, ALTERATIONS.

9.1 Tenant’s Obligations. Subject to the foregoing, Tenant shall keep and maintain in good condition the Premises.

9.2 Landlord’s Obligations. Subject to the foregoing, Landlord shall keep and maintain in good condition and repair (or replace, if necessary) all aspects of the Kendall County Health and Human Services Building including but not limited to the roof, exterior walls, structural parts, and structural floor of the Premises, fire protection services, and pipes and conduits outside the Premises for the furnishing to the Premises of various utilities (except to the extent that the same are the obligation of the appropriate public utility company).

9.3 Surrender. Upon the expiration or termination of this Lease, Tenant shall surrender the Premises to Landlord in good and broom-clean condition, with all of Tenant’s fixtures and property removed, excepting ordinary wear and tear. Tenant shall also remove any Tenant-installed improvements that Landlord may require to be removed.

9.4 Alterations. Tenant shall not make any structural repairs or alterations of the Premises unless approved in writing by Landlord prior to any repairs or alterations.

9.5 Cleaning. The Landlord agrees to continue to provide for the general cleaning and maintenance of the Premises and the removal of trash from the Premises, including all associated costs.

9.6 Technical Support. Tenant is responsible, at its own cost, to provide any technical or mechanical support to repair or replace any electrical, mechanical, or computer equipment purchased by Tenant for use on said Premise.

10. UTILITIES.

10.1 Obligation to Pay. Landlord shall pay for all water, gas, electricity, and other utilities used by Tenant during the Lease Term, with the exception of telephone lines dedicated specifically for handling of Kane County Department of Education and Employment telephone calls, which shall be paid by the Tenant.

10.2 Tenant acknowledges that the Premises are designed to provide standard office use electrical facilities and standard office lighting. Tenant shall not use any equipment or devices that utilize excessive electrical energy or that may, in Landlord’s reasonable opinion, overload the wiring or interfere with electrical services to other tenants.

10.3 Landlord’s Responsibility. Landlord shall not be liable for, and Tenant shall not be entitled to, any damages, abatement, or reduction in Rent by reason of any interruption or failure in the supply of
utilities, including but not limited to lightning strikes and floods. Tenant agrees that it shall not install any equipment that exceeds or overloads the capacity of the utility facilities serving the Premises, and that if equipment installed by Tenant requires additional utility facilities, installation of the same shall be at Tenant’s expense, but only after Landlord’s written approval of same. Landlord shall be entitled to cooperate with the energy and water conservation efforts of governmental agencies or utility suppliers. No failure, stoppage, or interruption of any utility or service, including but not limited to lightning strikes and floods, shall be construed as an eviction of Tenant, nor shall it relieve Tenant from any obligation to perform any covenant or agreement under this Lease. In the event of any failure, stoppage, or interruption of utilities or services, Landlord shall use its reasonable efforts to attempt to restore all services promptly. Landlord reserves the right from time to time to make reasonable and nondiscriminatory modifications to the utility systems serving the Kendall County Health and Human Services Building.

11. MECHANICS LIENS.

11.1 Tenant shall keep the Premises and the Kendall County Health and Human Services Building free and clear of all encumbrances, mechanics liens, stop notices, demands, and claims arising from work done by or for Tenant or for persons claiming under Tenant, and Tenant shall defend with counsel of Landlord’s choosing, indemnify and save Landlord free and harmless from and against any Claims arising from or relating to the same.

12. DEFAULTS, REMEDIES.

12.1 Tenant’s Default. Tenant shall be in default in the event of any of the following: (a) if Tenant fails to make any payment of Rent and such failure shall continue for 30 days after written notice by Landlord; (b) if Tenant fails to perform any other obligation to be performed by Tenant hereunder and such failure shall continue for 30 days after written notice by Landlord; provided, however, if the nature of such default is such that the same cannot reasonably be cured within a 30-day period, then Tenant shall not be deemed to be in default if it shall commence such cure within such 30-day period and thereafter rectify and cure such default with due diligence; (c) if Tenant abandons or vacates the Premises or ceases to use the Premises for the stated purpose as set forth in this Lease; or (d) if Tenant files a petition or institutes any proceedings under the Bankruptcy Code.

12.2 Remedies in Default. In the event of a default by Tenant, Landlord, in addition to any other remedies available to it at law or in equity, including injunction, at its option, without further notice or demand of any kind to Tenant or any other person, may (a) terminate this Lease and Tenant’s right to possession of the Premises and recover possession of the Premises and remove all persons there from; (b) have the remedies available at law or in equity (Landlord may continue the Lease in effect after Tenant’s breach and abandonment and recover Rent as it becomes due, if Tenant has the right to sublet or assign, subject only to reasonable limitations); or (c) even though it may have reentered the Premises, thereafter elect to terminate this Lease and all of the rights of Tenant in or to the Premises.

12.3 At the termination of the Lease Term, by lapse of time or otherwise, Tenant will yield immediate possession of the Premises to the Landlord in good condition and repair, loss by fire and ordinary wear excepted, and will return any keys or access cards therefore to the Landlord.
12.4 If Tenant holds over or occupies the Premises beyond the Lease Term (it being agreed there shall be no holding over or occupancy without Landlord's written consent), Tenant shall pay Landlord for each day of such holding over a sum equal to 125% (one hundred twenty-five percent) of the Rent prorated for the number of days of such holding over. In addition, Tenant shall be liable to Landlord for any and all damages which Landlord shall suffer by reason thereof, and Tenant will indemnify Landlord against all claims and demands made by any succeeding tenants against Landlord, founded upon delay by Landlord in delivering possession of the Premises to such succeeding tenant. The provisions of this section shall not constitute a waiver by Landlord of any right of re-entry as hereinafter set forth; nor shall receipt of any Rent or other act in apparent agreement of tenancy operate as a waiver of the right to terminate this Lease for a breach of any of the covenants herein.

13. DESTRUCTION.

13.1 Landlord's Option to Terminate. In the event of a casualty causing damage to the Premises or Kendall County Health and Human Services Building that cannot be repaired within ninety (90) calendar days from the date of damage or destruction under the laws and regulations of the state, federal, county, and municipal authorities or other authorities with jurisdiction, either Landlord or Tenant may terminate this Lease at the date of the damage upon written notice to the other party given within ninety (90) calendar days following the date of the casualty.

13.2 Repairs; Rental Abatement. In the event of an insured casualty that may be repaired within ninety (90) days from the date of damage or, in the alternative, in the event that the Landlord or Tenant does not elect to terminate this Lease under the terms of Section 13.1 above, then this Lease shall continue in full force and effect and the Premises shall be reconstructed with the obligations of the parties being as set forth in Section 13.3 below. Such partial destruction shall in no way annul or void this Lease. As long as Tenant conducts its business in the Premises, there shall be no abatement until the parties agree in writing on the amount thereof.

13.3 Limitation on Repairs. In the event of any reconstruction of the Premises under this Article 13, Landlord's obligation to reconstruct the Premises shall be, to the extent reasonably practicable and to the extent of available proceeds, to restore the Premises to the condition in which they were delivered to Tenant. Landlord's repair obligations shall in no way include any construction obligations originally imposed on Tenant or subsequently undertaken by Tenant.

14. SIGNS AND DISPLAYS.

14.1 Tenant shall not erect or install in, on, or about the Premises any exterior or interior signs or advertising media, or window or door lettering or placards, without Landlord's consent. All such signs shall comply with all applicable laws and ordinances.

15. COMPLIANCE WITH LAWS.

15.1 Laws Generally. Tenant, at its sole cost and expense, shall comply with all existing and future laws, ordinances, orders, rules, regulations, and requirements of all governmental and quasi-governmental authorities (including the Americans with Disabilities Act, and any amendments thereto) having jurisdiction over the Premises and shall perform all work required to comply therewith. If any such work would involve changes to the structure, exterior, or mechanical, electrical, or plumbing systems of the
Building, then such work shall be performed by Landlord, and Tenant shall reimburse Landlord the cost thereof within 30 days after receipt of billing.

15.2 Tenant shall comply with any and all laws concerning environmental regulations. Tenant shall not cause or permit any Hazardous Materials (as defined below) to be brought, stored, used, handled, transported, generated, released, or disposed of, on, in, under, or about the Premises.

16. RIGHT OF ENTRY.

16.1 Landlord, the Kendall County Health Department, and its authorized representatives shall have the right to enter the Premises at all reasonable times upon reasonable notice to make repairs or alterations to the systems serving the Premises or for any other purpose.

17. WAIVERS.

17.1 No delay or omission in the exercise of any right or remedy of Landlord with respect to any default by Tenant shall impair such right or remedy or be construed as a waiver. No waiver of any of the terms, provisions, covenants, conditions, rules, and regulations shall be valid unless it shall be in writing signed by Landlord. The receipt and acceptance by Landlord of delinquent Rent or other payments due hereunder shall not constitute a waiver of any other default.

18. ATTORNEY'S FEES.

18.1 If either party hereto brings an action at law or in equity to enforce, interpret, or seek redress for the breach of this Lease, then the prevailing party in such action shall be entitled to recover all court costs, witness fees, and reasonable attorneys' fees, at trial or on appeal, in addition to all other appropriate relief.

19. LIMITATION ON LIABILITY.

19.1 In consideration of the benefits accruing hereunder, Tenant, on behalf of itself and all successors and assigns of Tenant, covenants and agrees that the obligations under this Lease do not constitute personal obligations of the Landlord, its members, directors, officers, or employees, and Tenant shall not seek recourse against members, directors, officers, or employees of Landlord or any of their personal assets for satisfaction in any liability in respect to this Lease.

20. NOTICES.

20.1 Every notice, demand, or request (collectively “Notice”) required hereunder or by law to be given by either party to the other shall be in writing and shall be served on the parties at the addresses set forth below the signatures of the parties or such other address as the party to be served may from time to time designate in a Notice to the other party. Any such Notices shall be sent either by (a) United States certified or registered mail, postage prepaid, return receipt requested; (b) overnight delivery using a nationally recognized overnight courier, which shall provide evidence of delivery upon sender’s request; or (c) personal delivery, in which case Notice shall be deemed delivered upon receipt of confirmation of such facsimile transmission of such Notice (provided a follow-up Notice is (i) mailed by certified or registered United States Mail, postage prepaid, return receipt requested; (ii) delivered by overnight courier delivery; or (iii) delivered by personal delivery within five (5) business day thereafter). All notices given in the manner specified herein shall be effective upon the earliest to occur of actual receipt, the date
of inability to deliver to the intended recipient as evidenced by the United States Postal Service or courier receipt, or the date of refusal by the intended recipient to accept delivery as evidenced by the United States Postal Service or courier.

21. MISCELLANEOUS.

21.1 Cumulative Remedies. No remedy herein conferred on or reserved to Landlord is intended to be exclusive of any other remedy herein or by law provided, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now hereafter existing at law or in equity by statute.

21.2 Severability. The unenforceability, invalidity, or illegality of any provision of this Lease shall not render the other provisions unenforceable, invalid, or illegal. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision it becomes valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

21.3 Governing Laws. The laws of the State of Illinois shall govern the validity, performance, and enforcement of this Lease. No conflict-of-law rules of any state or country (including, without limitation, Illinois conflict-of-law rules) shall be applied to result in the application of any substantive or procedural laws of any state or country other than Illinois. All controversies, claims, actions, or causes of action arising between the parties hereto and their respective successors and assigns shall be brought, heard, and adjudicated by the courts of the State of Illinois, with venue in Kendall County.

21.4 Force Majeure. 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; strikes or labor disputes (over which the obligated party has no direct or indirect bearing in the resolution thereof); acts of God; acts of the public enemy or other hostile governmental action; civil commotion; 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.

21.5 Successors and Assigns. All of the provisions, terms, covenants, and conditions of this Lease shall be binding on and inure to the benefit of the parties and their respective heirs, executors, administrators, successors, and assigns. No party shall assign, sublet, sell or transfer its interest in this Lease without all other parties’ prior written consent.

21.6 Relationship. 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 Landlord and Tenant.

21.7 Entire Agreement; Modification. This Lease and all exhibits and/or addendums, and/or riders, if any, attached to this Lease are hereby made a part of this Lease, with full force and effect as if set forth herein. This Lease supersedes all prior agreements between the parties and sets forth all the covenants, promises, agreements, and conditions, and understandings between Landlord and Tenant concerning the Premises, and there are no actual or implied covenants, promises, agreements, conditions, or
understandings, either oral or written, between them other than as are set forth herein and none thereof shall be used to interpret, construe, supplement, or contradict this Lease. No alteration, amendment, change, or addition to this Lease shall be binding on Landlord or Tenant unless reduced to writing and signed by each party.

21.8 Time of Essence. Time is of the essence with respect to the performance of every provision of this Lease in which time performance is specified.

21.9 Survival of Obligations. All obligations of Tenant accrued as of the date of acceptance or rejection of this Lease due to the bankruptcy of Tenant, and those accrued as of the date of termination or expiration of this Lease for any reason whatsoever, shall survive such acceptance, rejection, termination, or expiration.

21.10 Authority. Each party represents and warrants that their representative whose signature appears below have the power and authority to enter into this Lease and to obligate the party to the term of this Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date first written above.

LANDLORD:  TENANT:  
Chairman – John Shaw  
Address of Landlord: 111 West Fox Street  
Yorkville, IL 60560  
Address of Tenant: 1 Smoke Tree Office Complex, Unit A  
North Aurora, IL 60542
EXHIBIT A
DEPICTION OF PREMISES

[See attached Second Floor Plan]
FRONT ENTRANCE

KENDALL COUNTY HEALTH DEPARTMENT EVACUATION ROUTES
2ND FLOOR NORTH WEST

You Are Here

Primary Fire Route
Secondary Fire Route

Tornado Route
Tornado Shelter 1ST Floor

Primary Fire Route

Tornado Route
Tornado Shelter 1ST Floor

Kendall County Health Department Emergency Protocol – Reviewed: May 2013
**CERTIFICATE OF LIABILITY INSURANCE**

**PRODUCER**
Wineberg & Co., LLC
1000 E. Warrenville Rd, Ste 1001
Naperville, IL 60563
Richard W. Ryan
Phone: 630-513-6600
Fax: 630-513-6399

**INSURED**
County Of Kane
119 Beavila Avenue Bldg A
Geneva, IL 60134

**COVERAGES**

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**CANCELLATION**

**Master Certificate**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**AUTHORIZED REPRESENTATIVE**

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ACORD 29 (2010/05) The ACORD name and logo are registered marks of ACORD
The meeting was called to order by Chairman Scott Gryder at 6:32 p.m.

Present: Chairman Scott Gryder, Amy Cesich, Vice-Chair Judy Gilmour, Lynn Cullick and Jeff Wehrli
Absent: None
Also present: Planning & Zoning Manager: Angela Zubko, Administrator Jeff Wilkins, Code enforcement Brian Holdiman & States Attorney Eric Weis
In the audience: David Gravel (Green Organics Vice President), Jessie Sexton (Green Organics Manager), Jeff Milroy and Attorney Gregg Ingemunson

Judy Gilmour made a motion to approve the agenda as written, Amy Cesich seconded the motion. All agreed and the motion was approved.

Judy Gilmour made a motion to approve the minutes from November 12, 2013. Amy Cesich seconded the motion. All agreed and the minutes were approved.

Judy Gilmour made a motion to approve the expenditure report in the amount of $17,435.05 and forward it onto the Finance Committee, Amy Cesich seconded the motion. All agreed and the motion was approved.

Planner Zubko stated in the packet were the meeting minutes from the last 2 meetings billboards were discussed. The Committee wanted the SAO in attendance to ask some questions. Mr. Eric Weis gave a little background and stated the Board can have them removed but under eminent domain act we'd have to pay them fair cost. Planner Zubko asked about the Special Use, Mr. Weis stated he'd have to look at that specific case. Mr. Wilkins asked since they're legal non-conforming can they replace it? Mr. Weis stated it would depend on the fact. Ms. Cesich asked if this sets precedent. Mr. Weis stated we have Ordinances in place and those are case by case basis. There was discussion on just compensation and appraisals are received, how much it cost to erect it, maintain it, how much is brought in and how the property can be used. Attorney Gregg Ingemunson had a little to weigh in about eminent domain and explained the process. The committee decided that nothing could be done at this moment unfortunately. For the special use it will be decided if they amend their special use.

Recommendation to accept contractual services proposal from Erickson Construction for plumbing inspections at rate of $140 per inspection- Mr. Jeff Wilkins stated as you know Mr. Schneider will be retiring. Since we knew this could be over $30,000 we did go out for bid. We received 2 bids, Erickson for $140 per inspection and Bee Plumbing at a rate of $150 per inspection. We have worked out the
This is kind of 2 parts, looking to recommend approval so we can ask the SAO to write the agreement for approval. It's on the agenda for approval but not for the actual agreement. We're hoping the 2nd meeting in January. Mr. Wehrli asked why we couldn't hire a retired plumber to be on payroll. Mr. Wilkins stated it becomes complicated. There was a brief discussion on insurance. Jeff Wehrli recommended to send to the board to accept the contract. Lynn Cullick seconded the motion. With a roll call vote all were in favor.

**Recommend approval of agreement for contractual services with Erickson Construction for plumbing inspections at rate of $140 per inspection** - Discussed above.

**Recommend ordinance revision to “Section 7 – Fees” of the Building Code Ordinance setting plumbing inspection fee of $145 per inspection** - Mr. Jeff Wilkins stated we’re looking to just cover our expense so looking to charge $145 for inspection. In the packet is section 7 of the building code. These fees will be on the County Board agenda when the agreement is complete. Mr. Holdiman stated the plan is in January to have the amended fees for everything. This will be discussed more next month.

**PETITIONS**

**#13-26 Green Organics Inc.**

Planner Angela Zubko briefly explained the request of the petitioner, Green Organics Inc. is requesting a major amendment to their special use to continue operation of their regional compost facility at 1270 E. Beecher Road modifying the site plan to eliminate about 10.5 acres, add about 9.5 acres northeast in the City of Yorkville and seek new conditions on property. The only thing changing on the Kendall County side is the site layout; the parts that are being eliminated and added are on the east in the City of Yorkville. The petitioners are going to continue maintaining the existing berms and plantings. The County along with some County Board members did a site visit including Megan Andrews and Planner Zubko to discuss the operation and the proposed changes. The petitioners went to the Bristol Township Board on December 4th where they tabled the petition till the January 8th meeting. Planner Zubko is working with the City of Yorkville to make cohesive conditions so they don't have 2 sets of rules for the same property. Through the City of Yorkville they are amending their annexation agreement as this property is planned to be the Westbury subdivision. There is a stipulation that reads "the existing uses on the property may continue to operate as non-conforming uses until such time as a final plat is approved for the affected portion of the property." The portion on Kendall County will remain. The city of Yorkville is going to impose a condition on ‘their side” that states something to the point that once a principal structure is within 1/8th of a mile or 660’ the operation must cease. The facility is also regulated through the IEPA and Green Organics, Inc. has a bond with the EPA if for some reason something happens and they shut the doors, the County or City would have no responsibility with any compost left on site. Also to note that Green Organics’ leases the property so have lease agreements with each owner. The facility was initially designed to process 150,000 cubic yards of source-separated landscape materials (brush, leaves, tree trimmings, and grass) into usable organic products such as high-quality soil amendments. The State of IL changed the legislation to allow composting facilities to take up to 10% of their volume in food scraps without changing the compost designation. The State of Illinois in conjunction with the EPA believes that percentage is an allowable amount without having to go through the full citing requirements. So in 2010, the facility was permitted to accept food scraps for composting equaling at most 10% of the total allowed site volume. The petitioner has stated that typically they take fruit and vegetable materials with some breads, they are not allowed to take in truckloads of renderings or meat products, nor do
they want to. They currently have not hit the full 10% allowable amount. The food scraps are mixed with the end product but kept in separate windrows.

In the packet it goes through the entire process when the material is brought on the site till it is hauled off as the product. As part of the request to reconfigure the site they are also seeking to increase the amount of permitted materials to 175,000 cubic yards as the new site plan will be more efficient. With regards to host fees the County has been doing all the inspections and received 100% of the host fees since 1993 even though some of the property was annexed in 1998. The City of Yorkville has currently decided to allow the County to keep collecting 100% of the fees. Per the ILEPA permit, Green Organics is permitted to receive incoming materials at the facility between the hours of 7:00 am to 6:00 pm Monday through Saturday. Typically the site is closed by 4:00 pm. There is enough parking and signage that exists. Since the newer sites will be in the City of Yorkville we have asked their engineer to take a look at the proposed engineering instead of the County’s engineer. Also Marlin Hartman from the County Health Department does go to the site regularly for inspections and has not had any issues.

Staff does recommend approval of the major amendment to their special use with Organics Inc. with the following conditions.

1. The facility shall comply with the conditions listed in Section 7.01.D.15 (composting of landscape waste and food waste) of the Zoning Ordinance:
   Composting of landscape waste and food waste, subject to the following:
   a. The facility shall meet all Illinois Environmental Protection Agency requirements as identified in Title 35, Subtitle G, Chapter 1, Sub-chapter 1, Park 830, Standards for compost facilities.
   b. Operational personnel shall be present on site during all hours which the facility is open for the receipt of landscape waste.
   c. The hours during which landscape waste may be received shall be 7:00am to 4:00pm Monday through Friday and 7:00am to 12:00 noon Saturday. Processing operations shall cease after each day’s receipts have been processed and placed in windrows, not to exceed three (3) additional hours.
   d. The decibel levels at the property line shall not exceed Illinois Pollution Control Board standards.
   e. A locked gate shall restrict vehicle access during closed hours except that a “lock-box” shall allow access to emergency vehicles.
   f. Water samples shall be taken by an independent testing service and analyzed by an independent laboratory. The locations, methods and frequency of sampling and testing shall be approved by the Kendall County Environmental Health Department Director. The test results shall be sent to the Environmental Health Department within forty-five (45) days of sampling.
   g. Soil samples shall be taken by an independent testing service and analyzed by an independent laboratory. The locations, methods and frequency of sampling and testing shall be approved by the Kendall County Environmental Health Department Director. The test results shall be sent to the Environmental Health Department within forty-five (45) days of sampling.
   h. Authorized Kendall County personnel shall be allowed on site during business hours for inspection and testing.
   i. The facility operator shall send up-to-date copies of the State permit and related documents including Operational Plan, Surface water management Plan, Pest Control Plan, Site Drawing, and an Annual Report to the County Solid Waste Coordinator.
   j. Truck weights shall be limited to 73,280 pounds.
   k. The operator shall provide weight receipts to Kendall County.
I. Off-site debris and trash generated by the site must be cleaned-up on a daily basis on surrounding properties with the owner’s permission.

m. Other conditions as appropriate for the particular facility. *(Amended 6/20/2006)*

2. The facility will be permitted to take in 175,000 cubic yards of source-separated landscape materials (i.e. brush, leaves, tree trimmings and grass)

3. The site plan shall be kept on file as “Exhibit A” attached hereto

4. The facility operator shall maintain plantings on the berm and ditch as shown on “Exhibit B” attached hereto

5. The facility operator shall maintain the gate and landscaping as indicated on “Exhibit C” attached hereto

6. A host fee shall be paid to the County on a monthly basis in accordance with the schedule on “Exhibit D”

7. The facility operator shall maintain a sampling schedule as shown on “Exhibit E” attached hereto

8. The County Solid Waste Coordinator shall maintain a log of complaints received on the facility.

9. This special use Ordinance shall expire on December 1, 2023 and the petition for renewal shall be made prior to July 1, 2023.

10. If any Illinois Environmental Protection Agency (IEPA) violations or citations are received they need to be submitted to the County Solid Waste Coordinator within 30 days.

Plan Commission wanted to add a condition with the definition of tailings, Planner Zubko is of the opinion this is not necessary as it is the overs/extras of the received materials.

Also the Plan Commission and Hearing officer recommended approval subject to the township’s approval and Planner Zubko requests the same at this meeting.

There was a brief discussion on the Westbury subdivision and the Undessor site is no longer a part of the subdivision.

Mr. Gravel gave a brief background and history of the site.

Mr. Wehrli asked about the water and soil samples and if that has been on going? Mr. Gravel stated yes the EPA requires it. Mr. Wehrli asked about the part that is being eliminated and what is going to happen with the compost. Mr. Gravel stated they’re currently moving the compost and the site will be returned as is as a farm. Mr. Wehrli wanted clarification if and when the City of Yorkville side closes what happens to the volume. Mr. Gravel stated it would have to be reduced per the EPA. Mr. Gryder asked if we have an agreement with the City of Yorkville. Ms. Zubko stated we do not have one currently but probably should get something in writing. There was talk about waiting for the township and continue this till next month. There was discussion on the host fees and the proposed additions. Mr. Gravel stated 2012 was such a low year due to the drought and expect to take in more material and hope food scraps would help since

Mr. Wehrli made a motion to continue this till next month, Lynn Cullick seconded the motion. With a roll call vote this will be continued till next month.

#13-32 Harlan Farms Ltd.

Planner Zubko stated that the owner of Harlan Farms Ltd., David Smith, has requested for a revocation of their special use for soccer fields and parking for property located on the south side of Chicago Road about 0.35
miles east of Grove Road. They have not used the property for awhile for soccer and requested to build an accessory structure in the middle of the existing parking lot.

With no questions Judy Gilmour made a motion, seconded by Lynn Cullick to forward the petition onto the County Board Meeting. All were in favor.

**#13-30 FEMA Map Changes**

Planner Zubko stated that as previously discussed last month some panels are changing so the text of the Countywide Stormwater Ordinance needed to reflect the new panel numbers.

With no questions Lynn Cullick made a motion, seconded by Amy Cesich to forward the petition onto the County Board Meeting. All were in favor.

**NEW BUSINESS**

Planner Zubko stated she just wanted to let the committee know next month we will be discussing how to handle some violations at two special uses and how they would like staff to proceed. One is Emerson Creek and the other is a landscape business on Legion Road.

**PUBLIC COMMENT** – None

**UPDATE ON HISTORIC PRESERVATION** - Discussion on other CLG Communities and special guest speaker at a COW meeting. Planner Zubko stated in the packet is a list of all CLG certified communities in Illinois and she is working on getting Catherine O’Conner from the IL Historic Preservation Agency to come to a COW meeting to help aid in some discussion of CLG certification and preservation as a whole.

**UPDATE ON CMAP LAND USE COMMITTEE MEETING** - Planner Zubko stated they are looking to update some of the goals and recommendations in the 2040 plan.

**PROJECT STATUS REPORT** - Reviewed

**PERMIT REPORT** - Reviewed

**REVENUE REPORT** - Reviewed

**CORRESPONDENCE** – None

**EXECUTIVE SESSION** - None

There was a brief discussion on the combination of the inoperable vehicles, junk ordinance and nuisance ordinance. Planner Zubko stated that will not be ready till about February or March.

**ADJOURNMENT** - Next meeting will be on January 13, 2014

Jeff Wehrli made a motion to adjourn the meeting. Lynn Cullick seconded the motion. All agreed. Chairman Gryder adjourned the meeting at 7:41 p.m.

Respectfully Submitted,
Angela L. Zubko
Planning & Zoning Manager
Call to Order
The Economic Development Committee met at 8:35 a.m. and was called to order by Dan Koukol, Chairman of the Kendall County Economic Development Committee.

Roll Call
Members Present: Dan Koukol, Judy Gilmour, Amy Cesich, Lynn Cullick, and Matt Prochaska (Arrived from Housing Authority Meeting at 8:50 a.m.)
Members Absent: None
Other Board Members Present: None
Staff Present: Jeff Wilkins, County Administrator and John Sterrett, Economic Development Coordinator

Approval of Agenda
Ms. Cullick made a motion, seconded by Ms. Cesich, to approve the January 24, 2014 agenda. With a voice vote of all ayes the motion carried.

Approval of Minutes
Ms. Gilmour made a motion, seconded by Ms. Cullick, to approve the December 27, 2013 meeting minutes. With a voice vote of all ayes the motion carried.

New Business
Recommend approval of Subordination Agreement with Old Second National Bank, dated January 15, 2014, for the loan to Mark A Meketi and Brenda I Meketi d/b/a Brenda’s Custard Cup, approved May 17, 2006, from the Kendall County Revolving Loan Fund

Mr. Sterrett explained that the Custard Cup in Sandwich, owned by Mark and Brenda, currently has two loans with Old Second National Bank that will be restructured. The restructuring with Old Second National Bank will have three components: The two loans with the Bank will be combined, the interest rate would be lowered, and the amortization would be lowered. As part of the restructuring, Old Second Bank is requesting that Kendall County re-subordinate its position on the lien the County has on lots used as collateral for the current loan from the Revolving Loan Fund.

Mr. Koukol made a motion, seconded by Ms. Cullick, to recommend approval of Subordination Agreement with Old Second National Bank, dated January 15, 2014, for the loan to Mark A Meketi and Brenda I Meketi d/b/a Brenda’s Custard Cup, approved May 17, 2006, from the Kendall County Revolving Loan Fund. Mr. Koukol took a roll call vote: Ms. Gilmour-Aye, Mr. Koukol-Aye, Ms. Cullick-Aye, Ms. Cesich-Aye. With a vote of 4-0, the motion carried. The item will be placed on the February 4th County Board agenda.

IEDC Course Overview
Mr. Sterrett briefed the Committee on an upcoming two day course being held in May with the International Economic Development Council (IEDC) on Entrepreneurial and Small Business Strategies taking place in Madison, WI. Mr. Sterrett explained that he has completed four of the six courses necessary to apply for the exam for certification as a Certified Economic Developer with the IEDC. Three of the four required core courses have been completed. The course in May is considered an elective course. At the completion of this course, the two required electives will have been completed. Mr. Sterrett distributed an estimate of the cost for the event including registration and travel.
Future Events
Mr. Sterrett explained he and Mr. Wilkins had been working on a schedule for Economic Development future events to efficiently plan for an event each year and to add variety of the topics of these events. Mr. Sterrett will provide a schedule and a synopsis of the events for the next meeting.

Old Business
2014 Kendall County Job and Resource Fair
The 2014 Kendall County Job and Resource Fair is taking place on Friday, June 6, 2014 at the Plano Campus of Waubonsee Community College. The next planning meeting will occur sometime soon.

2014 Kendall Economic Forecast Breakfast
Mr. Koukol stated that there have been 42 RSVPs thus far and that number is likely to go up towards the end of the registration period. The Committee expressed that they will attend the event.

Growing Our Regional Economy
Mr. Sterrett briefed the Committee on his recent meeting with the other counties of the planning committee for the Growing Our Regional Economy initiative. The two main topics discussed with exporting and freight and logistics.

Revolving Fund Financial Assistance Program
Mr. Sterrett updated the Committee on the status of the existing loans through the County’s Revolving Fund Financial Assistance Program. All existing loans have paid for the month.

Other Business
The Committee discussed some of the recent projects taking place within the municipalities.

Chairman’s Report
Mr. Koukol discussed the Three Angels Brewing operation and how it has grown in the County over the last few years.

Public Comment - None

Executive Committee - None

Adjournment
With no further business to discuss, Ms. Cullick moved to adjourn. The motion was seconded by Ms. Gilmour. There being no objection, the Economic Development Committee, at 9:14 a.m., adjourned.

Respectfully Submitted,
John H. Sterrett,
Recording Secretary
PREPARED BY: KIM STONECIPHER
OLD SECOND NATIONAL BANK
WHEN RECORDED RETURN TO:
KENDALL COUNTY GOVERNMENT
J. WILKINS, COUNTY ADMINISTRATOR
111 W. FOX ST. YORKVILLE, IL 60545

SUBORDINATION AGREEMENT

This Subordination Agreement is dated for reference **JANUARY 15, 2014** and is between

**KENDALL COUNTY GOVERNMENT** whose
Principal address is 111 W. Fox St., Yorkville, IL 60545
(called "Junior Lender") and

New Senior Lender's Name:
**Old Second National Bank**

Senior Lender's Address:
37 S. RIVER ST. AURORA, IL 60506
(called "New Senior Lender")

RECITALS

A. Junior Lender is the vested holder and owner of the following described promissory note (the "Note") secured by a mortgage or deed of trust (the "Security Instrument"):
Date of Note and Security instrument: **MAY 17, 2006**

Borrower(s) Name(s) ("Borrowers"): **MARK A. MEKETI AND BRENDA I. MEKETI**
Property Address: **LOT 5 DEER RIDGE PUD. PLANO, IL 60545**

Legal Description of real property secured by Security Instrument ("Property"):
LOT 5 DEER RIDGE P.U.D. BEING A SUBDIVISION OF PART OF THE NORTH EAST QUARTER OF SECTION 32 AND PART OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 37 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, LITTLE ROCK TOWNSHIP, KENDALL COUNTY, ILLINOIS.

Parcel Number: **01-33-101-002**
Recording Date: **5-23-2006** County: **KENDALL** Amount: **$95,000.00**
Recording Number: **200600015537** Book: _____ Page: _____

B. Borrowers, as current owners of the Property, wish to replace their current first priority mortgage loan on the Property with a new first priority mortgage loan secured by the Property from New Senior Lender, not to exceed the original principal sum of **$99,000.00** (the "New Senior Security Instrument").
New Senior Lender will not provide this financing without an agreement by Junior Lender to subordinate its lien/security interest in the Property to the new interest of New Senior Lender.

In consideration of the benefits to Junior Lender from the new financing on the Property provided by New Senior Lender, Junior Lender agrees and declares as follows:

Junior Lender agrees that upon recordation of the New Senior Security Instrument, Junior Lender's lien/security interest in the Property shall be unconditionally and forever inferior, junior and subordinate in all respects to the lien/security interest of Senior Lender's New Senior Security Instrument and all obligations it secures. Junior Lender irrevocably consents to and approves the recordation of the New Senior Security Instrument and the obligations it secures.

2. No Subordination to Other Matters.
Junior Lender is subordinating its lien/security interest to the New Senior Security Instrument only, and not to other or future liens or security interests in the Property. Junior Lender has no obligation to consent to future requests for subordination of its lien/security interest.

3. No Waiver of Notice.
By subordinating its lien/security instrument, Junior Lender is not waiving any rights it may have under the laws of the State where the Property is located, or Federal law, to notice of defaults or other notices or rights conferred by law to Junior lienholders and mortgagees.

4. Successors and Assigns.
This Agreement shall be binding upon and be for the benefit of any successor or assignee of the New Senior Security Instrument or any successor of either of the parties.

5. Governing Law.
This Agreement shall be governed by the law of the State where the Property is located.

6. Reliance.
This Agreement can be relied upon by all persons having an Interest in the Property or the New Senior Security Instrument.

7. Entire Agreement; Amendments.
This Agreement represents the entire and complete agreement between Junior Lender and New Senior Lender. Any waiver, modification or novation of this Agreement must be in writing, executed by New Senior Lender (or its successors or assigns) and Junior Lender (or its successors or assigns) and, if this Agreement was recorded in the real estate records of the government entity in which the Property is located, recorded in such real estate records, to be enforceable.

8. Acceptance.
New Senior Lender shall be deemed to have accepted and agreed to the terms of this Agreement by recordation of this Agreement at or about the time New Senior Security Instrument is recorded. This Agreement shall be void if not recorded within 60 days of the reference date first written above.
JUNIOR LENDER: KENDALL COUNTY GOVERNMENT

BY: __________________________

NAME: ______________
TITLE: ______________

STATE OF ILLINOIS
COUNTY OF KENDALL

ON ___________ BEFORE ME, __________________________

PERSONALLY APPEARED __________________________.

Personally known to me (or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledge to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf or which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

_____________________________ SIGNATURE OF NOTARY PUBLIC
KENDALL COUNTY, ILLINOIS
Budget and Finance Committee
Meeting Minutes
Thursday, January 30, 2014

Call to Order
The Budget and Finance Committee met and was called to order at 10:08 a.m. by Chair John Purcell.

Committee members present: Amy Cesich, Lynn Cullick, Judy Gilmour, and John Purcell

Committee members absent: Elizabeth Flowers

Others Present: Latreese Caldwell, Ed Dixon, Debbie Gillette, Julie Hanna, Andy Nicoletti, Jim Smiley, Rae Ann VanGundy, Jeff Wilkins

Claims Review and Approval

The Committee reviewed the County claims report. A motion was made by Judy Gilmour to forward the claims in the amount not to exceed $664,088.30 to the County Board for approval, second to the motion by Lynn Cullick. With a voice vote of all ayes, the motion carried.

Department Head and Elected Official Comments

Debbie Gillette, County Clerk and Recorder – No report

Andy Nicoletti, Assessment Office – Mr. Nicoletti reported that the Board of Review is planning to closeout on February 10, 2014 so that all reports can be submitted to the County Clerk. Mr. Nicoletti anticipates an increase in new construction due to development of the Sam’s Club in Montgomery, the new theater in Yorkville and new construction in Oswego.

Rae Ann VanGundy, Department of Health and Human Services – No report

Jim Smiley, Facilities Management – Jim Smiley reported that Facilities personnel worked 60 hours of overtime for the month of December and approximately the same amount of overtime in January, due to the inclement weather.

Items from Other Committees

- Veterans Assistance Committee Recommendation: Authorize expenditure in the amount not to exceed $50,233 from the Capital Improvement Fund for Veterans Assistance Commission purchase of transport vehicle – Ed Dixon provided information on the three highest bids for the vehicle, and the specifics of the proposed vehicle purchase.
Jeff Wilkins said that the Veterans Assistance Commission will be listed on the title of ownership, and that the VAC Board is asking the Finance Committee and County Board to approve the expenditure for purchase. Motion made by Amy Cesich, second by Lynn Cullick to forward the approval of the expenditure in the amount not to exceed $50,233 from the Capital Improvement Fund line item # 0402-000-6650 for Veterans Assistance Commission purchase of transport vehicle. With all in agreement, the motion carried.

Items of Business

- Discussion on permanently moving the second monthly Budget & Finance Committee meeting to 10:00a.m. to allow for an extended meeting time for the Forest Preserve Finance Committee. Approval of permanent time change to 10:00 a.m. for the second monthly Budget & Finance Committee meetings. The new time change will be effective on February 27, 2014 and for all second meetings forward. The Committee agreed to forward this item to the County Board for approval.

- Set date for Senior Tax Levy Agency Funding Request Presentations – The committee determined the presentations will be presented on March 31, 2014. The meeting will begin at 9:30a.m., with presentations beginning at 10:00a.m.

- Review and approve revised Senior Tax Levy Agency Funding Request form – Jeff Wilkins briefly reviewed the revised form/application with the committee. Suggested changes will be made prior to the distribution of materials. Judy Gilmour made a motion to approve the revised application/form, second by Lynn Cullick. With all in agreement, the motion carried.

- Review of the Capital Plan – Latreese Caldwell provided an overview of the Capital Requests, including the General Fund requested amounts, the General Fund requests not funded, the Other Fund requests, and how funds were distributed. Chairman Purcell said that this discussion will ongoing at each Finance meeting until the Budget Hearings begin later this year.

Old Business – None

Action Items for County Board

- Approval of County claims in the amount of $664,088.30
- Approval of the expenditure in the amount not to exceed $50,233 from the Capital Improvement Fund line item # 0402-000-6650 for Veterans Assistance Commission purchase of transport vehicle
- Approval of permanent time change to 10:00 a.m. for the second monthly Budget & Finance Committee meetings. The new time change will be effective on February 27, 2014 and for all second meetings forward.
Public Comment – None

Questions from the Media - None

Executive Session – None Needed

Adjournment – Lynn Cullick made a motion to adjourn the Budget and Finance Committee meeting, second by Judy Gilmour. With all members voting aye, the meeting adjourned at 11:38 a.m.

Respectfully submitted,

Valarie A. McClain
Administrative Assistant
Date: January 22, 2014

To: John Purcell,
Chairperson of Kendall County Budget and Finance Committee
Kendall County Board of Directors

Subject: Bid Selection for VACKC Vehicle

Chairman Purcell,

On January 15, 2014 the Veterans Assistance Commission of Kendall County reviewed the 3 bids that were received as follows:

- Southern Bus & Mobility presented a bid for $54,461 minus a trade-in allowance of $6,000 resulting in a net bid of $48,461.
- Central States Bus provided a bid of $54,728 minus the trade-in allowance of $4,600 resulting in a net bid of $50,233.

The Commission Board took in several factors during their review including the quality of the vehicle quoted in the bid and the primary factor of where the vehicle could be serviced. The service location for Southern Mobility was Breeze, Illinois which is near East St. Louis and was thereby eliminated. This also applied to Midwest Transit whose service locations are in Kankakee and Des Plaines.

The Kendall County Board approved an amount of up to $75,000 for the new vehicle and Commission Board selected the bid of $50,233 from Central States. This decision was made because the vehicle is the top-of-the line made by Goshen and can be serviced by them at their service location between (Sugar Grove and Big Rock, Illinois).

The Commission Board respectfully submits the Central States bid for your review and approval.

Respectfully,

Jeffrey Cox,
President
Veterans Assistance Commission of Kendall County, Illinois

VAC's are a legal and statutory veterans assistance agency as specified in Illinois Compiled Statutes, Chapter 33B, Sections 45.01 to 45.21.
### Quote

**Customer:** Veterans Assistance Commission  
Kendall County  
Attn: Ed Dixon, CVSO  
811 West John Street, Suite 284  
Yorkville, IL 60560

<table>
<thead>
<tr>
<th>Revision</th>
<th>Terms</th>
<th>Date</th>
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<td>Net 15</td>
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**Sales Rep:** Chad Young

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<tr>
<th>#</th>
<th>QTY</th>
<th>Description</th>
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<tbody>
<tr>
<td>A</td>
<td></td>
<td>2014 Goehren G31 on Ford E450 Chassis 6.8L V10</td>
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<td></td>
<td></td>
<td>158&quot; Wheelbase</td>
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<td></td>
<td></td>
<td>Front and Rear Mud Flaps</td>
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<td></td>
<td></td>
<td>Drivers Side Running Board</td>
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<tr>
<td></td>
<td></td>
<td>Stainless Steel Wheel Inserts</td>
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<td></td>
<td></td>
<td>Mor/ryde Rear Suspension ($778)</td>
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<tr>
<td></td>
<td></td>
<td>5/8&quot; Marine Grade Plywood Floor</td>
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<tr>
<td></td>
<td></td>
<td>Yellow Step Noaling</td>
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<tr>
<td></td>
<td></td>
<td>Gray Rubber Floor, Ribbed Aisle, Smooth Under Seats</td>
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<td></td>
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<td>Vinyl Padded Walls</td>
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<tr>
<td></td>
<td></td>
<td>Locking Fuel Fill Door</td>
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<td></td>
<td></td>
<td>36&quot; Electric Entry Door</td>
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<td></td>
<td></td>
<td>Exterior Key Switch for Passenger Door</td>
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<td></td>
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<td>Stainless Steel Stepwell</td>
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<td></td>
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<td>Rear Heater, 65,000 BTU</td>
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<td>Roof Mounted 68,000 BTU Rear A/C, Dual Compressor System</td>
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<td>Backup Alarm</td>
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<td>AM/FM/CD Radio w/ (5) Speakers (One Over Driver's Head)</td>
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<td>Backup Camera</td>
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<td>Interior Dome Light on w/ Entry Door Open</td>
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<td></td>
<td></td>
<td>Rear Center Mounted Brake Light</td>
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<td>Midship Turn Signals</td>
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<td>Overhead Storage in Front Cap</td>
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<td></td>
<td></td>
<td>Grab Rails Parallel to Entrance Steps</td>
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<td></td>
<td></td>
<td>Ceiling Grab Rails</td>
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<td></td>
<td></td>
<td>Driver Modesty Panel w/ Stainless Steel Stanchion</td>
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<tr>
<td></td>
<td></td>
<td>Fiberglass Skirt</td>
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<tr>
<td></td>
<td></td>
<td>Remote Control Heated Mirrors ($431)</td>
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<td></td>
<td></td>
<td>Interior Front Mirror 8” x 18”</td>
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<td></td>
<td></td>
<td>Double Door Wheelchair Entrance, Window in Each Door</td>
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<td></td>
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<td>Q-Street QRT Deluxe Restraint System, Slide &quot;N&quot; Click</td>
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<tr>
<td></td>
<td></td>
<td>Braun Century Sofas Lift, 34 x 54” (1000 lb. Capacity)</td>
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<td></td>
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<td>Freedman Shield Recliner Driver Seat</td>
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<td>(6) Mid High Double Freedman Featherweight Seats</td>
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<td></td>
<td>Seat Fabric Upgrade to Repel Vinyl ($51 Per Seat)</td>
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<td></td>
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<td>Seat Belt for Each Seat, Retractable</td>
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<td></td>
<td></td>
<td>(2) Seat Belt Extensions, 24&quot;</td>
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<tr>
<td></td>
<td></td>
<td>Top Mount Grab Handle and Armrest on Aisle Side Seats</td>
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<td></td>
<td></td>
<td>Seat Slider on Aisle Side Seats</td>
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<tr>
<td></td>
<td></td>
<td>Interlock and Fast Idle System</td>
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<td></td>
<td></td>
<td>Interior ADA Signage</td>
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<td></td>
<td>Skirt Mounted Entrance door Light, Activate When Door Opens</td>
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<tr>
<td></td>
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<td>Fire Extinguisher, First Aid Kit, Reflector Triangles</td>
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**Net:** $54,729.00  
**Amount:** $50,233.00  
**AMENDED BID:** $54,728.00 - $4,600.00 = $50,233.00
Illinois Inspection Sticker
Delivered to Kendall County

LESS TRADE OF 2007 CHAMPION BUS
To accept this order please sign and return.

Material $50,126.00
Sales Tax N/A
Delivery Included
Title and License $105.00
License -

$(50,233.00)

Requested Downpayment Amount

$
**WEIGHT ANALYSIS WORKSHEET**

**VEHICLE DESCRIPTION:**
- Model: GCH 2552 CHEVY - 12P/2WC
- Engine: 8.0L (530CID) EFI V8
- Unit: LTZ22/7RF78E

**VEHICLE LOAD DISTRIBUTION**

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<th>(L)</th>
<th>(K)</th>
<th>(M)</th>
<th>(H)</th>
<th>(B)</th>
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<td>300</td>
<td>300</td>
<td>300</td>
<td>163</td>
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<td>163</td>
<td>135</td>
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**VEHICLE WEIGHT DATA:**

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<tr>
<th>WEIGHT DATA</th>
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<th>TOTAL</th>
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<tr>
<td>Actual Weight</td>
<td>1466</td>
<td>1712</td>
<td>3178</td>
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<tr>
<td>Fuel Load</td>
<td>39</td>
<td>39</td>
<td>78</td>
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<tr>
<td>Vehicle Compartment Adjustments</td>
<td>-4</td>
<td>-4</td>
<td>-11</td>
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<tr>
<td>Unloaded Vehicle Weight</td>
<td>1651</td>
<td>1747</td>
<td>3438</td>
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<tr>
<td>Weight of the Occupants &amp; Luggage</td>
<td>212</td>
<td>67</td>
<td>279</td>
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<tr>
<td>Loaded Vehicle Weight</td>
<td>1703</td>
<td>1815</td>
<td>3518</td>
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</table>

**PREPARED BY:** Ron Pakonis

**SIGNATURE:**

**DATE:** 8/14/2013
**CHASSIS**

Chevy G3900 & G4500
- 12,300 & 14,200 LBS GVWR
- 6.0L Gas or 6.6L Diesel Engine
- OEM Driver's Seat, High-back, Reclining, Bucket, Cloth w/Headrest & Right Arm
- Electronic 4-speed Automatic Transmission
- OEM Dash A/C, Heater & Defroster
- Dual Batteries (Diesel) or Single Battery (Gas)
- Power Steering/ABS Brakes/Tilt Wheel/Cruise
- Daytime Running Lights
- OEM Alternator (Diesel)
- Chrome Front Bumper
- Driver Air Bag
- Engine Block Heater (Diesel)
- Dual Rear Wheels
- All Wheels Painted White
- Power Outlets

Ford E-350 & E-450
- 11,500, 12,500 or 14,500 LBS GVWR
- 5.4L & 6.8L Gas
- Electronic 5-speed Automatic Transmission
- OEM Dash A/C, Heater & Defroster
- Dual Batteries
- Power Steering/ABS Brakes/Tilt Wheel/Cruise
- OEM 225 Amp Alternator
- Chrome Front Bumper
- Driver Air Bag
- Driver Side Sun Visor
- Engine Block Heater
- Dual Rear Wheels
- All Wheels Painted White
- Power Outlets

**STANDARD FEATURES**

- Up to 26 Feet Long and 25 Passengers
- 91" Interior Width for Double Seating on Both Sides of Center Aisle
- Interior Height 79" at Aisle (74" with flat floor option)
- Fully Welded, Utilized Steel Cage Construction
- One Piece High Gloss, FRP Exterior Sidewalls
- Large Upper T-slider Windows w/Dark Tint
- FRP Interior Walls
- 5/8" Exterior Plywood Sub-floor with Black Rubber Flooring & Carpeting Under Seats
- 6 Dome Lights and 2 Stepwall Lights
- LED Taillights, Clearance and Marker Lights
- Rear Mud Flaps
- Vacuum Laminated and Fully Insulated Walls and Roof
- Emergency Side and Rear Egress Windows
- One Piece Roof
- Manual, Exterior Breakaway Mirrors w/Convex
- Altosan Tested - 7 Years/200,000 Miles

Due to constant product improvements, specifications, component parts and optional equipment are subject to change without notice or obligation. See your dealer for details. Photos may show optional equipment.

**Optional Equipment:**
- Choice of Exterior Skin (Aluminum or Fiberglass)
- Choice of Rear Suspension Systems
- Audio/Visual Packages
- Luggage, Dedicated Rear and/or Overhead
- Rubber or Altro Flooring
- Choice of Interiors (Cloth, Vinyl, Carpet)
- Choice of Seat Material (Cloth, Vinyl, Leather)
- ADA Packages Available
- Custom Paint & Graphics Packages

**Ford E-350 & E-450**

11,500, 12,500 or 14,500 LBS GVWR
- 5.4L & 6.8L Gas
- Electronic 5-speed Automatic Transmission
- OEM Dash A/C, Heater & Defroster
- Dual Batteries
- Power Steering/ABS Brakes/Tilt Wheel/Cruise
- OEM 225 Amp Alternator
- Chrome Front Bumper
- Driver Air Bag
- Driver Side Sun Visor
- Engine Block Heater
- Dual Rear Wheels
- All Wheels Painted White
- Power Outlets

**GOSHEN COACH**
Meeting was called to order at 9:32 a.m. by Chair Elizabeth Flowers

Committee Members present: Amy Cesich (9:35 a.m.), Elizabeth Flowers, Judy Gilmour, Dan Koukol, and John Purcell

Committee Members Absent: none

Staff present: Leslie Johnson, Valarie McClain, Jeff Wilkins

Items of Business

Presentation about Grievances – Leslie Johnson, Assistant State’s Attorney, reviewed the process with the Committee, and said there are usually three steps in the process that vary slightly with each union.

Ms. Johnson distributed and reviewed the Dispute Resolution and Grievance Procedures for the unions of Illinois Fraternal Order of Police Labor Council (Patrol Deputies), the International Union of Operating Engineers (Highway Department), and the International Brotherhood of Teamsters (Clerk, Recorder and Assessment Clerks, and Planning, Building & Zoning staff).

Discussion on the procedure for non-union employee grievances.

Public Comments: none

Questions from Media: none

Executive Session: none needed

Judy Gilmour made motion to adjourn the meeting at 10:10 a.m., second by John Purcell. Motion passed unanimously to adjourn.

Respectfully submitted

Valarie McClain
Administrative Assistant