KENDALL COUNTY BOARD AGENDA
ADJOURNED SEPTEMBER MEETING

Kendall County Office Building, Rooms 209 & 210
Tuesday, May 1, 2012 at 6:00 p.m.

1. Call to Order
2. Roll Call
3. Determination of a Quorum
4. Approval of Minutes
5. Approval of Agenda
6. Correspondence and Communications – County Clerk – Audit Report No. 77
7. Citizens to Be Heard
8. New Business
9. Old Business
   A. Kencom Lease
10. Standing Committee Reports
    A. Public Safety
       1. Land Lease between Illinois Railway & Kendall County Sheriff’s Offices
    B. Highway
       1. Walker Road Safety Shoulders Project
    C. Economic Development
    D. Finance Committee
       1. Approval of Claims
       2. Resolution Establishing the Salary for the Kendall County Circuit Clerk
       3. Approve extension proposal for external auditor services for years ending 11/30/12 and 11/30/13
       4. Resolution Establishing Distribution of Grants from the 2012 Senior Citizen Social Services Levy
    C. Judicial/Legislative
    D. Standing Committee Minutes Approval
11. Special Committee Reports
    A. A. Historic Preservation
       1. Proclamation Declaring Historic Preservation Month
12. Chairman’s Report – Appointments

   Announcements
   Board of Review – Darell Gaar – term June 2012 to June 2013
   Board of Review – Pam Gegenheimer – term June 2012 to June 2014
   Appointment
   Merit Commission – Byron Abramowitz – complete term January 2012 to January 2018
13. Executive Session – Review Executive Session Minutes
14. Other Business
15. Citizens to be Heard
16. Questions from the Press
17. Adjournment
# KENDALL COUNTY CALENDAR
## 1st DRAFT May
Access agendas at: www.co.kendall.il.us

### May 2012

<table>
<thead>
<tr>
<th>Sunday</th>
<th>Monday</th>
<th>Tuesday</th>
<th>Wednesday</th>
<th>Thursday</th>
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<tr>
<td>Apr 29</td>
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<td>May 1</td>
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<td>VIEW POSTED AGENDA</td>
<td>10:00am Forest Preserve - Ellis ad hoc Ellis Equestrian Center</td>
<td>Vouchers Due</td>
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<td>5:00pm Hoover Ad-hoc Meeting (Co)</td>
<td>10:30am Board of Review (3rd floor, 11)</td>
<td>4:00pm Administration/HR</td>
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<td>May 6 - 12</td>
<td>9:00am ZPAC (Board room)</td>
<td>9:00am Admin - Revenue GIS (Tax B)</td>
<td>2:30pm Finance Cmt (Board room)</td>
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<td>May 13 - 19</td>
<td>9:00am County Board (Board room)</td>
<td>9:00am Animal Control (Facilities Mgmt conf rm)</td>
<td>Vouchers Due</td>
<td>10:30am Board of Review (3rd floor, 11 W. Fox St)</td>
<td>10:30am Board of Review (3rd floor, 11 W. Fox St)</td>
<td>10:30am Board of Review (3rd floor, 11 W. Fox St)</td>
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<td>May 20 - 26</td>
<td>10:00am Health &amp; Environment Cmt (Board room)</td>
<td>10:00pm Legislative (CH Jury)</td>
<td>10:00am Finance Cmt (Board room)</td>
<td>8:30am Economic Development Committee (Board room)</td>
<td>8:30am Economic Development Committee (Board room)</td>
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<td>Jun 1</td>
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<td>May 27 - Jun 2</td>
<td>County Holiday</td>
<td>10:00am Public Safety Cmt (PSC conf room)</td>
<td>10:30am Board of Review (3rd floor, 11 W. Fox St)</td>
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The Kendall County Board Meeting was held at the Kendall County Office Building, Room 209, in the City of Yorkville on Tuesday, April 3, 2012 at 6:00 p.m. The Clerk called the roll. Members present: Chairman John Purcell, Bob Davidson, Jessie Hafenrichter, Dan Koukol, Nancy Martin, Suzanee Petrella, John Shaw, Jeff Wehrli and Anne Vickery.

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

THE MINUTES

Member Martin moved to approve the submitted minutes from the Adjourned County Board Meetings of 3/6/12. Member Wehrli seconded the motion. Chairman Purcell asked for a voice vote on the motion. All members present voting aye. Motion carried.

THE AGENDA

Chairman Purcell asked that a letter c be added under New Business for a Kencom basement buildout issue and for Executive Session there will be Land Acquisition.

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

CITIZENS TO BE HEARD

Roy White, 71 Wilmette, Oswego spoke about his experiences with the Coroner, Ken Toftoy. Coroner Toftoy is very professional and instrumental in helping families.

Scott Luoma, 15 Julius Ct, Yorkville spoke on behalf of the Rorhill Subdivision’s fence ordinance. The tenant on Lot 4 is planning on installing a 6’ privacy fence around their whole yard. Member Martin will call the tenant.

NEW BUSINESS

Letter of Support for the Village of Montgomery

Member Hafenrichter made a motion to approve the Chairman to send a letter of support for the Village of Montgomery. Member Wehrli seconded the motion. Chairman Purcell asked for a voice vote on the motion. All members present voting aye. Motion carried.

Evergreen Farm Development Application

Fran Klaas from the Highway Department spoke about the use of the public highway for hauling dirt. The weight limit on any public highway is 80,000 lbs. The State Police may be contacted for checking weight on the trucks. Concerns should be directed to the City of Yorkville. There will be no restrictions on the number of vehicles on the road.

Kencom

Jim Smiley and Joe Gillespie stated that the graphic interface is missing from the fire alarm system panel. A change order will be requested at the next Board meeting.

OLD BUSINESS

Fields of Farm Colony

State’s Attorney, Eric Weis stated that he spoke to Attorney Kramer and he has not heard back from Inland. The State’s Attorney’s Office will work on a resolution to pull both bonds for the next COW meeting.
Kencom Lease

Chairman Purcell stated that progress is being made and should have it for the COW meeting. Chairman Purcell is working on a letter to send to the Kencom Exec Board outlining suggestions on things they will need to take care of.

STANDING COMMITTEE REPORTS

Economic Development

Member Koukol reviewed the minutes in the packet from the March 23, 2012 meeting.

Finance

CLAIMS

Member Martin moved to approve the claims submitted in the amount of $620,975.00. Member Vickery seconded the motion.

COMBINED CLAIMS: FCLT MGMT $29,987.53, B&Z $2,388.43, ELECTION $39,858.39, ED SRV REG $876.73, SHRFF $34,271.78, CRRCTNS $20,289.25, MERIT $250.00, ESDA $1,032.00, CRCT CT CLK $1,361.68, JURY COMM $4,621.83, CRCT CT JDG $3,831.27, CRNR $670.86, ST ATTY, $1,195.78, BRD OF RVW $576.90, EMPY HLTH INS $350,199.81, OFF OF ADM SRV $1,059.71, CO BRD $335.22, TECH SRV $3,325.72, CO HWY FND $154.51, HLTH & HMN SRV $70,018.91, TOT EXP $327,123.13, KEN COM $3,609.69, ANML CNTRL $264.85, CO CRDR DOC STRG $1,485.30, DRG ABS EXP $8,046.00, HIDTA $700.00, CRT SEC FND $90,050.20, CRCT CT DOC STRG $1,996,965.90, CRT AUTOMA $494.02, GIS $3,750.00, ETSB FND $1,249.00, VAC $6,401.00, SHRFF $576.00, PROC 2007 $4,017.00

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

Member Hafenrichter reviewed the minutes from the March 29, 2012 meeting.

Member Vickery spoke about the increases in salaries to various Health Department employees. Member Vickery also stated that the Board per diem pay will be reviewed.

Judicial/Legislative

Member Koukol went over the highlights from the March 28, 2012 minutes in the packet.

Health & Environment

Member Petrella stated that the March 19, 2012 minutes are in the packet.

STANDING COMMITTEE MINUTES APPROVAL

Member Martin moved to approve all of the Standing Committee Minutes and Reports as corrected. Member Koukol seconded the motion. Chairman Purcell asked for a voice vote on the motion. All members present voting aye. Motion carried.

Citizens to Be Heard

Todd Milliron, 61 Cotswold Dr, Yorkville gave the Board a FYI on Mr. Hammon’s yard waste facility that will not be operating this year on Sleepy Hollow Road. Mr. Milliron had questions regarding the Fields of Farm Colony renewal dates for the bonds and the effective dates.

QUESTIONS FROM THE PRESS

Matt Shury from the Kendall County Record had a question about the per diems and the review of the vouchers.

BREAK

RECONVENE

Member Petrella not returning from break.

EXECUTIVE SESSION

Member Shaw made a motion to go into Executive Session for collective negotiating matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees and the purchase or lease of real property for the use of the public body, including meetings held for the Co Board 4/3/12
purpose of discussing whether a particular parcel should be acquired. Member Davidson seconded the motion. Chairman Purcell asked for a roll call vote on the motion. All members present voting aye. Motion carried.

RECONVENE

ADJOURNMENT

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

Approved and submitted this 18th day of April, 2012.

Respectfully submitted by,
Debbie Gillette
Kendall County Clerk
April 18, 2012

Ms. Debbie Gillette
Kendall County Clerk
111 W. Fox Street
Yorkville, IL 60560

Dear Ms. Gillette:

Enclosed is a copy of Audit Report No. 77 covering the receipt and disbursement of Motor Fuel Tax funds by your County for the period beginning January 1, 2008 and ending December 31, 2011.

PLEASE REFER TO BLR 15102 OF THE AUDIT FOR THE AUDITOR’S COMMENTS.

This report should be presented to the County Board at its first regular meeting after the receipt of this letter and then filed as a permanent record in your office.

If you have any questions or require additional information, please contact Emily Bruck at 815-434-8421.

Sincerely,

Eric S. Therkildsen, P.E.
Acting Deputy Director of Highways
Region Two Engineer

By: James R. Threadgill III, P.E.
Project Implementation Engineer

cc: Fran Klaas, Kendall County Engineer
Emily Bruck, MFT Auditor

EB:dd/KendallCo
<table>
<thead>
<tr>
<th>Agency: COUNTY OF Kendall County</th>
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<tbody>
<tr>
<td>Audit for: Motor Fuel Tax</td>
</tr>
<tr>
<td>Township Bridge</td>
</tr>
<tr>
<td>Special Assessment</td>
</tr>
<tr>
<td>G.O. Bond Issue</td>
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<tr>
<td>MFT Fund Bond Issue</td>
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COUNTY OF Kendall County

We hereby certify that we have audited the books and records in so far as they pertain to the receipt and disbursement of the Motor Fuel Tax Fund of the County of Kendall County for the period beginning Jan. 1, 2008 and ending Dec. 31, 2011, and that entries for receipts in these books and records are true and correct and are in agreement with the records maintained by the Department of Transportation and that entries for disbursements are supported by cancelled warrants or checks with exceptions noted in the audit findings.

We further certify that we have verified entries in the claim registers with the original claims and cancelled warrants, that we have examined and checked the records of the County Clerk and County Treasurer and have compared the expenditures listed in the warrant registers of those offices against the minutes of the County maintained by the County Clerk and have found them to be in accordance therewith exceptions noted in the audit findings.

Date: 4/12/12

E. Bruck
Auditor

REVIEWED AND APPROVED BY

District Local Roads and Streets Engineer
COUNTY OF Kendall County

Audit Period: Jan. 1, 2008 to Dec. 31, 2011

Purpose of Audit: To determine the status of Motor Fuel Tax Funds as of Dec. 31, 2011

The other receipts to the Motor Fuel Tax Fund were $1,706,005.23 received as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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<tr>
<td>Interest 2011</td>
<td>1,374.25</td>
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<tr>
<td>Reimbursement</td>
<td>317,500.00</td>
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<tr>
<td>Interest 2008-2010</td>
<td>33,168.98</td>
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<td>IJN!</td>
<td>606,918.00</td>
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<td>Co. Consolidated</td>
<td>747,044.00</td>
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Total received: $1,706,005.23

This audit was done on a selective sampling basis.

Maintenance Expenditure Statements were on file for 2008, 2010 & 2011.

Final Reports were on file for:
- 96-00044-00-BR
- 05-00082-00-RS
- 05-00087-00-RP
- 06-00092-00-FP
- 07-00097-00-PW
- 08-00103-00-RS

SIGNED ____________________________

E. Miller
Minutes of the Kendall County Public Safety Committee Meeting
Held Monday, April 23, 2012
1000 hours

Present were Chairperson Elizabeth Flowers, Vice Chair John Shaw, Members Jesse Hafenrichter, Dan Koukol, and Nancy Martin. Also present were Sheriff Richard Randall, Chief Deputy Scott Koster, KenCom Director Dave Farris, EMA Director Joe Gillespie, and Facilities Director Jim Smiley. Members of the public were Todd Milliron.

Flowers called the meeting to order at 10:00. There were enough members present to make the quorum necessary for voting.

Flowers called for the KenCom Report. Farris stated that there was nothing to report with personnel. Farris reminded that the Executive Board approved a temporary extension of the ACI alarm monitoring agreement through August 31st. KenCom will no longer monitor alarms after August 31, 2012. He continued that the Legion road generator installation has been completed and the foundation work for the Newark Tower and building were completed the week of March 19th. He stated the tower is being erected April 11th and the Newark generator will be installed soon. Farris stated the dispatch furniture installation was completed the week of April 2nd and the office furniture was delivered and installed on April 10th. Farris stated the Director and Assistant Director will be moving their offices downstairs by the end of April and other administrative functions will follow shortly. Farris stated the Montgomery tower foundation excavation work was completed on April 7th. Farris stated the wireless 911 statistics for the month of March 2012 represented 74% of calls received. Flowers asked for any questions. None.

Flowers called for the Coroner’s Report. There was no one in attendance from the Coroner’s Office.

Flowers called for the EMA Report. Gillespie reported they conducted their monthly siren test on the 7th. He stated the ILES Conference was on Monday, March 5th and Tuesday, March 6th in Springfield. Gillespie stated they participated in a Hazard Vulnerability Assessment for Health and Human Services on March 12th and the Regional Hub Reception Center Seminar and Table Top Exercise at the College of Dupage on March 14th. Gillespie stated they attended the FEMA Rep Meeting in Grundy County March 20, 21, and 22. He continued stating they participated in Drop Site Training/Exercise with Health and Human Services for med drop. Gillespie stated they continued with STARCOM testing and WSPY EAS testing the first Tuesday morning of the month. Flowers asked for questions. Koukol asked if Gillespie could explain how that med drop would work. Gillespie stated the training they attended was for a pandemic type situation. He stated it gave information on the medication coming into the state from the federal government and how it is distributed to all 102 counties, if needed, and then how it would be distributed to the public. Gillespie stated it was a very successful exercise.

Flowers called for the Corrections Report. Randall stated that the reports were attached, of which the following statistics were included for the month of March: 385 new intake bookings on a total of 435 charges. They released 339 inmates on 491 charges and 125 inmates were held over
from the previous month. They served 11,050 meals. They served an average number of 356 meals a day at a cost of $1.02 per meal. He stated we conducted 20 visitation days with 299 inmates seeing visitors. The Corrections Division logged 4,566 miles during the month and transported 121 inmates. The medical staff saw 172 inmates. Randall stated there were 24 video bond call days with 66 inmates. Randall also stated the Corrections Division housed 37 inmates for other jurisdictions within the month and billed out $56,940.00 for 949 days of confinement.

Flowers called for the Operations Report. Randall stated that the reports were attached, of which the following statistics were included for the month of March: The Sheriff’s Office had 737 calls for service, 1718 officer initiated activities, 411 police reports, 17 felonies, 95 misdemeanors, and 71 warrants for a total of 183 arrests. Randall continued that there were 779 traffic contacts, 532 traffic citations, 13 DUI arrests, no Zero Tolerances, 28 property damage accidents, 8 personal injury accidents, and no fatal accidents for a total of 36 accidents. The Operations Division drove $65,534 miles in the month of March. Randall stated with the nice weather, the motorcycles are being utilized also. Randall stated that Auxiliary deputies logged 115 hours for the month of March. He stated auxiliary deputies assisted with the Polar Plunge and traffic control for the Plano Baloney Sandwich Race. Randall stated detectives conducted two additional investigations into the activities of Tamms Correctional inmate Ryan Kirkpatrick. He continued that Kirkpatrick has been sending correspondence via US mail to Kendall County threatening to blow up the courthouse. Randall stated Kirkpatrick has a pattern of making threats similar to this one to other criminal justice agencies. Throughout the course of the investigation, it was determined that Kirkpatrick lacks the means to carry out this threat. The case was reviewed with the State’s Attorney’ Office and since Kirkpatrick is not supposed to be released from prison until 2103, prosecution was not initiated.

Flowers called for the Support Services Report. Randall stated that the reports were attached, of which the following statistics were included for the month of March: He stated that there were 121 papers served, 32 evictions scheduled with 17 cancelled, 89 Sheriff’s Sales, 119 FOIA requests filled and the total for warrants on file is 2,771. Randall stated there were 159 warrants issued for the month of March with 4 quashed and 67 served and 2,771 outstanding warrants. He continued that the total fees brought in by the Support Services were $52,288.00 for the month of March, which is a little bit higher than the previous month. Randall continued that Court Security had 18,404 entries, 8,074 articles x-rayed, 53 bond calls, 33 arrests, and 153 articles of contraband refused. Sheriff’s Office employees went to 691 hours of training in the month of March.

Randall reported no separations. He stated Corrections Deputy C. Van Thompson was sworn in on 03/19/2012 and Operations Deputy Jennifer Bresnahan graduated from the SLEA on 03/23/2012. Randall stated there was one report of squad damage due to the hood being left unlatched while driving.

Randall reported there were 108 new items into the property room with 47 disposal orders processed and 69 items disposed of. He stated there were 45 DVD/VHS copy requests. Randall stated there were 17 items sent to the Crime Lab for processing and 4 items processed by the Evidence Custodian for the month of March.
Koster stated the KCSO Range Lease agreement has been finalized through the State’s Attorney Office and would like it to move forward to the full board for approval. Martin made a motion to move the lease through to the board, seconded by Hafenrichter. All members present voted aye. Motion carried.

Randall stated Operations and Support Services deputies have been working on a grant for traffic safety. Randall stated it is a comprehensive report and it is being sent off to the International Chiefs of Police Association, which is partnered with the National Sheriffs Association. Randall stated the first meeting in May they will name the merit commission replacement for Lowell Mahry.

Flowers asked for Building Repair/Projects. Smiley stated the generator testing is done. He continued that the basement build out is complete. Smiley reported work is being done on the electric to the tower building outside of the Public Safety Center. Smiley reported they have been hanging new TVs in the jail and an antenna is being placed. Hafenrichter asked if our contract with Comcast is being upheld. Smiley answered yes. Farris asked about a tuner for weather for the basement. Smiley stated he has one that Farris can use. Smiley stated the wiring has been completed by Gibson. Farris stated Gibson did a great job. Smiley stated he is currently working on updating procedures for emergency evacuations for the county buildings.

Flowers asked for public comment. Milliron wanted to know about the repo procedures, if paperwork from the bank is brought in ahead of time. Koster stated no. He continued that we appreciate a courtesy notice, but they are not required to bring us the paperwork. Milliron asked if the merit commission position decision was publically posted. Koster stated yes, it was in the local newspapers and the county website. Randall stated we did advertise the position.

Martin made a motion to adjourn, seconded by Koukol. All members present voted aye. Motion carried. The meeting was adjourned at 1045 hours.

The next Public Safety Committee meeting will be May 21, 2012 at 1000 hours at the Public Safety Center.

Respectfully Submitted,

Lisa Bowen
Recording Secretary
LAND LEASE

THIS LEASE ("Lease") is made as of this ___ day of ____________, 2012 by and between the Illinois Railway, L.L.C. ("Lessor") and the Kendall County Sheriff's Office ("Lessee"). Lessor and Lessee may sometimes be referred to as a "Party" or collectively as the "Parties."

WITNESSETH: That for and in consideration of the rents or other sums of money Lessee agrees to pay to Lessor, and of the covenants and agreements to be kept and performed by Lessee, Lessor hereby demises and leases unto Lessee, solely for the purposes expressed in this Lease, certain vacant and/or unimproved land, owned by Lessor, referred to hereinafter as "the Premises", located at or near Oswego, County of Kendall, State of Illinois, as shown on Lessor's Drawing marked Exhibit A, attached to this Lease and made a part of it by this reference, and generally described as follows:

An area containing 3.5 acres, more or less, near Mile Post No. 46.25, as more particularly shown on the attached Exhibit A.

1. USE:

1.1 Lessee shall use and occupy the Premises solely for the purpose of a fire arms training site for all County, State and Municipal Police agencies and no other purpose(s).

1.2 The Premises shall not be used for a scrap or junk yard, the burning of refuse, deposit of debris, garbage, sewage, or waste of any kind, or for any other unsanitary or unhealthful purposes of any kind or nature, or any other use contrary to any laws or regulations.

1.3 Lessee has examined the Premises, knows the condition of the Premises, knows that the Premises has no soil or groundwater environmental impacts, has received the same in existing order and repair and acknowledges that no representations as to the condition and repair of the Premises have been made by the Lessor or its agents or employees prior to or at the execution of this Lease that are not expressed in this Lease. Lessee accepts the Premises "AS IS, WHERE IS", subject to all existing conditions, including but not limited to any existing easements, railroad facilities, pipelines, telephone, telegraph, communication and signal lines or any other similar facilities.

1.4 The roadway which the Lessee shall use for the purpose of gaining access to the Premises will be the road indicated on Exhibit A and it is mutually agreed that Lessee shall use this roadway "in common with others", which roadway shall provide Lessee a means of ingress and egress to the Premises. Lessor will be under no obligation to maintain the roadway, it being understood that Lessee accepts the roadway with no warranties, implied or otherwise, as to its condition and Lessee's indemnification and insurance requirements set forth in this Lease shall apply to any loss, damage, injury or death, however occurred, resulting from the use of the roadway by Lessee, its agents, servants and invitees.
2. RENT:

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

2.2 Lessee shall pay to Lessor an additional sum of money equal to one and one half percent (1.5%) per month of the total unpaid rental stated above, any adjusted rent due pursuant to Section 2.5, and any additional rent provided for in this Lease in the event the rental, adjusted rental or additional rental are not received by Lessor within thirty (30) days from the date it (or they) is due and payable. The finance charge provided by this Section 2.2 shall continue to accrue daily until the date payment is received by Lessor, not the date payment is made or the date postmarked on the payment.

2.3 If Lessor, at its sole discretion, uses a collection agency or attorneys to collect delinquent rent, any additional fees provided in this Lease, or finance charges, and Lessor is successful in collecting such charges, Lessee shall reimburse Lessor for all reasonable collection costs, including reasonable collection agency fees and reasonable attorneys' fees.

2.4 Although Lessee's right to possession of the Premises shall terminate when the term of this Lease has expired or is terminated prior to such expiration in accordance with a provision of this Lease, Lessee's obligations under this Lease, including but not limited to the obligation to pay rental, taxes and assessments, and utilities, shall continue until Lessee delivers possession of the Premises to Lessor in the condition required by this Lease.

2.5 The payment by Lessee of any sum(s) in advance shall not create an irrevocable Lease for the period for which the same is/are paid. Lessor reserves the right to periodically adjust the rent (by no more than twenty five percent (25%) at any time, by giving notice at any time, independent of the term of the Lease, of such adjustment to Lessee at least thirty (30) days prior to the effective date of such adjustment. However, Lessor shall give the Lessee notice of no less than six (6) months should Lessee determine that it wishes to increase rent at an amount greater than twenty five percent (25%) at a given time. Occupation of the Premises by Lessee after such effective date shall be at such adjusted rent.

2.6 Failure of Lessee to receive any bill for periodic rent, or receipt of a bill in an incorrect or unadjusted rent, shall neither override the Lease terms nor excuse or release Lessee from liability or responsibility for the correct Lease rental. Limitation on collection for any erroneous billings or payments shall be three (3) years from the termination of this Lease.

2.7 In the event this Lease is terminated by notice of either Party (other than for breach or cause), Lessor shall refund to Lessee the portion of any prepaid base rental plus any taxes paid in advance.

3. TAXES ON LESSEE'S PROPERTY:
3.1 Lessee shall pay the full amount of any and all taxes - State, County, Municipal and Special, whether real or personal - levied or assessed on account of any improvements or personal property placed on the Premises by Lessee or predecessor lessees and any penalties in connection with them due to acts or omissions of Lessee. All necessary payment, listing and other duties in connection with the taxation of the improvements and personal property shall be performed by Lessee. Lessor will remain responsible only for the payment of the real property taxes directly associated with the land itself. Lessor is to provide notice of any taxes due at least thirty (30) calendar days in advance of any taxes being due for such improvements.

3.2 If Lessee fails to pay any taxes, assessments and special levies on Lessee's personal property or improvements before due dates indicated on bills, and Lessor receives delinquent notice for them, Lessee will repay Lessor for any delinquent taxes paid by Lessor, including applicable penalties and interest, as additional rent, and an administrative fee of One Hundred Dollars ($100.00) for Lessor's processing of bills.

3.3 If taxes on Lessee's personal property or improvements are levied against and paid by Lessor, Lessee shall reimburse Lessor for the full amount paid by Lessor as additional rent within thirty (30) days after presentation of bill(s) from Lessor for said taxes.

4. TERM, DEFAULT AND TERMINATION:

4.1 This Lease shall take effect as of January 1, 2012 and, unless earlier terminated as provided below, shall remain in effect until either Party shall give the other Party not less than thirty (30) days written notice, effective at any time, of an intention to terminate.

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

4.3 Lessor may terminate this Lease if Lessor does not receive in full any installment of rent by the date such payment is due and such default continues for a period of ten (30) days, or if Lessee shall default in the performance of any other covenants or agreements contained in this Lease and such default continues for a period of ten (30) days after Lessor delivers written notice of such default to Lessee, or if bankruptcy, insolvency, receivership, foreclosure or any similar proceedings affecting Lessee shall be instituted and not dismissed for a period of ten (30) days, or if Lessee abandons the Premises for a period of thirty (30) days, Lessor may, in any such instance, and without further notice, at its election treat such occurrence as a breach of this Lease and may terminate this Lease and immediately repossess the Premises, in addition to exercising any and all remedies available at law or in equity.

4.4 Any violation of the covenant set forth in Section 20 by Lessee shall automatically and without further action on the part of the Lessor, be deemed a default and a breach of the Lease by Lessee, and shall entitle the Lessor to immediate terminate the Lease and take possession of the Premises and constitute a forfeiture by Lessee of any unearned rental.
4.5 Termination of this Lease shall not affect the Lessor's rights with respect to Lessee's obligations for rent or otherwise and shall not prevent Lessor from pursuing such other actions or proceedings as it may deem advisable.

4.6 Lessee agrees that Lessor shall at all times have the right to distrain for rent due, and shall have a first lien upon all buildings, structures or other personal property of Lessee on the Premises, whether exempt by law or not, as security for the payment of the rent and other amounts to be paid under this Lease, and the faithful performance of the covenants contained in it, and in the event of default on the part of Lessee in any respect under this Lease, Lessor shall have the right to take the property and sell it at public auction, giving such notice as is required by law and from the proceeds of such sale to pay all rents, expenses or other amounts which may at such time be due, and to pay over to the Lessee the surplus moneys arising from such sale.

4.7 Lessor will not execute this Lease until it receives a signed original and the first annual rent payment as set forth in Section 2.1 from Lessee, and in no event is entry under this Lease permitted until Lessor has executed the Lease.

5. APPROVAL OF PLANS, MAINTENANCE, REPAIRS:

5.1 Lessee shall not make, or permit to be made, any building, structure, improvements or alterations on or to the Premises without the prior written approval and consent of Lessor. Lessee shall provide Lessor with detailed plans and specifications for any such structure(s) for approval and consent.

5.2 Lessee shall not create or permit any nuisance in, on or about the Premises. Lessee shall maintain the Premises in a neat and clean condition (including proper mowing when applicable). Buildings and other structures on the Premises shall also be maintained by Lessee to the satisfaction of Lessor.

5.3 All work by Lessee or Lessee's contractors or agents shall be performed in good and workmanlike manner and in compliance with all applicable code provisions.

5.4 All consents or approvals of Lessor to construction, alteration or clearance plans, or standards of satisfaction of Lessor, required under this Lease, shall be secured from Lessor in writing and in advance of the start of any work.

5.5 Neither the approval by Lessor of any improvements or installations made by Lessee or Lessee's contractors or agents, nor the failure of Lessor to object to any work done, any material used, or the method of construction or installation, shall be construed as an admission of responsibility by Lessor or as a waiver of any of Lessee's obligations under this Lease.

5.6 During the term of this Lease, Lessee shall maintain in good and safe condition and in good order and repair, the Premises and all improvements on it (except for railroad improvements to be maintained by Lessor or public improvements to be maintained by appropriate public bodies or public utilities), all at Lessee's sole risk, cost and expense. Lessee shall also keep any sidewalks on or abutting the Premises in good order, repair and safe condition, unobstructed.
and free from snow and ice. In carrying out the foregoing, Lessee shall not plow, place, dump or deposit snow onto or upon the property of Lessor, nor shall Lessee permit or tolerate any of the foregoing.

5.7 In case of any construction work which may be performed by Lessee or its contractors or agents at or near Lessor's tracks or facilities, Lessee agrees to pay the cost of such supervision or train protection as, in the discretion of Lessor, may be necessary or proper for the safe operation of trains.

5.8 Notwithstanding anything to the contrary in this Lease, Lessee agrees to provide Lessor or its agent access to the Premises, upon reasonable notice, for the purpose of ensuring that Lessee's use and operation of the Premises complies with the terms and conditions of this Lease and that Lessee's operations do not cause adverse environmental impacts.

6. TRACK CLEARANCE:

6.1 Lessee shall not erect or place or allow to be erected or placed any buildings, structures, fixtures or obstructions of any kind (including parked vehicles), either temporary or permanent, on or over the Premises, within fifteen feet (15') horizontally of the centerline of nearest track over which Lessor operates, or less than twenty-seven feet (27') above the top of rail of any track for the full width of said horizontal clearance, unless the prior written consent of Lessor shall be obtained. Nothing in this Lease shall be construed to permit any clearance less than the minimum required by any applicable law or regulation.

6.2 All structures erected over any of such tracks shall be built and maintained in a manner satisfactory to Lessor. All wires suspended over any tracks shall be placed and maintained only at the elevations and in accordance with the standards prescribed by the National Electric Safety Code ("NESC").

6.3 Lessee shall not temporarily block any sight view area of any railroad crossing on the Premises, by parking or allowing parking of motor vehicles or any other means, or erecting any permanent structure(s) on the Premises or allowing any landscaping/vegetation to block said sight view.

7. PERMITS, ORDINANCES, REGULATIONS, ETC.:

7.1 Lessee, at Lessee's sole cost and expense, shall secure all necessary permits (including but not limited to zoning, building, construction, health, safety or environmental matters), letters or certificates of approval. Lessee expressly agrees and warrants that it shall conform and limit its activities to the terms of such permit(s), approval(s) and authorization(s), and shall comply with all applicable ordinances, rules, regulations, requirements and laws of any governmental authority (State, Federal or Local) having jurisdiction over the Premises or Lessee's use of it.

7.2 Lessee assumes all liability for failure to so comply or to secure necessary permit(s) and shall further defend, indemnify and hold Lessor harmless from any violation, any penalty, levy,
fine, assessment or charge, however denominated, and all costs of defense of or of compliance with any citation, summons, order or violation notice(s), including any such citation, order, etc., issued after termination of this Lease for any act, omission or event occurring during the Lease term.

7.3 Lessee shall provide Lessor with copies of any permits or authorizations Lessee obtains in compliance with any laws, ordinances, codes or regulations including those applicable to the prevention or control of discharge of pollutants or contaminants into environment (land, water or air) in connection with Lessee's use of the Premises. Lessee shall also promptly provide Lessor with a copy of any notice(s) served upon Lessee from/by any governmental authority claiming violations of any law, ordinance, code or regulation, or requiring or calling attention to the need for any work, construction, alteration or installation on or in connection with the Premises in order to comply with any law, ordinance, code or regulation.

8. DRAINAGE:

8.1 Lessee shall construct and maintain, in accordance with all applicable statutes, ordinances, building codes, subdivision covenants and restrictions, an adequate drainage system on the Premises or other lands of Lessee, diverting all roof, stream, or other surface drainage water from the Premises to the nearest public (or non-Lessor owned) drainage or storm sewer system, in order to prevent the discharging of such waters upon adjacent lands, right-of-way and facilities of Lessor.

8.2 If the Premises or any portion of it is part of Lessor's railroad corridor or right-of-way, Lessee, during the continuance of this Lease, shall maintain any segment of Lessor's railroad drainage ditch located within the limits of Premises. All such maintenance shall be at Lessee's sole cost and expense and in a manner satisfactory to Lessor.

9. SERVICES, UTILITIES:

9.1 Lessor will be under no obligation to furnish the Premises with water, gas, sewage, electricity, heat, or other utility services and supplies that may be necessary or desirable in connection with Lessee's use and occupancy of the Premises. Lessee shall contract directly with any utility company for such services and supplies, and Lessee shall pay for them directly, and shall defend, indemnify and hold Lessor harmless from such costs or expenses, and shall reimburse Lessor as additional rent any costs of or charges for such utilities paid by Lessor.

9.2 Except as provided in Section 11, Lessee shall not use, for utility lines or otherwise, any property of Lessor other than the Premises without first obtaining Lessor's prior written consent and complying with all requirements of Lessor applicable to such use.

10. PIPE AND WIRELINES:

10.1 Lessor reserves the right at all times to maintain existing and/or to construct new, and to permit others to maintain and/or construct, overhead and/or underground pipe and/or wirelines upon or across the Premises, and to use, repair, renew and remove them.
10.2 Lessee shall be responsible for verification of location of all utilities and for coordination of any construction or excavation by Lessee with the owner of such pipe or wireline(s).

10.3 Any pipeline and/or wirelines of Lessee crossing under/over tracks or right-of-way of Lessor must be covered separately by Lessor's standard wireline and/or pipeline agreement(s), subject to the prior written approval of Lessor, which may be given in its sole discretion.

11. ADJACENT AREA USAGE:

11.1 Lessee shall have the right to use, in common with Lessor and others authorized by Lessor, existing driveway(s) or walkway(s) specifically set forth in Exhibit A, or other property designated by Lessor in writing as means of ingress to and egress from the Premises.

11.2 Any road crossing of Lessor's track(s) or right-of-way, other than as provided for in Sections 1.4 and 11.1 above, necessary or desired for access to/from the Premises must be covered by separate private road crossing agreement, subject to the prior written approval of Lessor, which may be given at Lessor's sole discretion.

11.3 Lessor may also designate in writing other areas for temporary use by Lessee for access, parking, storage, loading or unloading of materials and supplies.

12. CLAIM OF TITLE:

Lessee shall not at any time own or claim any right, title or interest in or to the Premises, nor shall the exercise of this Lease for any length of time give rise to any right, title or interest in or to the Premises, other than the leasehold created by this Lease. Lessee accepts this Lease subject to all existing liens, encumbrances, mortgages and other superior rights, if any, in and to said Premises. Lessee agrees that it shall not have any claim against Lessor for damage on account of any deficiency in title of the Premises and agrees that in the event of failure of such title the sole remedy of Lessee shall be the right to return of a proportionate share of rent paid in advance for any period in which Lessee is deprived of possession of the Premises by a claim of title superior to that of Lessor.

13. LIENS:

13.1 Lessee is specifically denied the right, authority or power to create a lien upon the Premises or any title, interest or portion of it under any state Mechanic's Lien Law or otherwise, and shall so specify in all contracts entered into by Lessee for any construction, erection, installation, alteration, maintenance or repair of any building or other improvement on the Premises.

13.2 Lessee shall pay all debts incurred to, and shall satisfy all liens of contractors, subcontractors, mechanics, laborers and material suppliers arising from any construction, alteration, maintenance and/or repair on and to the Premises and any improvements on it, whether by or at the direction of Lessee, and shall indemnify, defend and hold Lessor harmless against all legal costs and charges, including reasonable attorneys' fees, in any suit involving any lien, the enforcement or
removal of the lien, or encumbrance caused by the lien, with respect to the Premises or any part of it.

13.3 Lessee further indemnifies Lessor against any and all liens that may be placed against the Premises which arise due to Lessee's actions or Lessee's use of the Premises during Lessee's occupancy, and agrees to immediately satisfy any liens so placed.

14. TERMINATION, REMOVAL, COSTS:

14.1 Upon termination of this Lease, by expiration of term or any reason, Lessee shall either:

(a) Vacate the Premises and remove from it all buildings, structures, other improvements and contents of them, placed on the Premises by Lessee or which were located on the Premises as of the first day of this Lease (other than buildings, structures, tracks, other track materials, rail facilities and/or improvements designated by Lessor as owned by Lessor), all at Lessee's sole risk, cost and expense. Lessee shall clear all debris resulting from such removal and shall clear and restore the Premises to a condition satisfactory to the Lessor. Such removal shall include the removal of all structures and facilities (whether on the surface or underground) to ground level, and the filling of all excavations and holes, which shall be tamped, compacted and graded uniformly; or

(b) Leave such improvements in place and transfer ownership of the improvements to Lessor for a negotiated sum. The availability of this option "14.1.b" shall be at Lessor's sole discretion; once this Lease has terminated, Lessor may invoke and enforce option "14.1.b" at any time, at its sole discretion.

14.2 Such vacation and removal shall be completed by Lessee within the time specified in any notice of termination or at the latest within fifteen (15) days after the termination or expiration of this Lease.

14.3 Upon failure of Lessee to effect the removal, all buildings, structures or improvements and contents of them may, at the option of Lessor, be considered and treated as having been abandoned by Lessee, and upon the written exercise of such option by Lessor, the ownership of same shall be considered surrendered to Lessor.

14.4 Upon failure of Lessee to completely remove all the buildings, structures, other improvements or contents of them, ownership of which, under the above option, does not pass to Lessor, and upon Lessee's failure to restore said Premises to a condition satisfactory to Lessor, as provided in this Lease, Lessor may remove any and all buildings, structures or improvements, and contents and debris, and restore the Premises to the condition satisfactory to Lessor, at the sole risk, cost and expense of Lessee, which cost and expense Lessee agrees to pay to Lessor on demand. Lessee shall have the right to ensure that said costs and expenses are fair, reasonable and standard for the industry and to require competitive bidding and multiple quotes be provided.

14.5 At or after termination of this Lease, following obtaining written approval of any
costs and expenses by Lessee, Lessor may obtain, at Lessee's sole cost and expense, the services of an independent, qualified consultant and state-approved laboratory to sample and test any suspected-contaminated area of the Premises to insure that the Premises is returned to Lessor free from pollution-induced conditions. Lessee shall have the right to ensure that said costs and expenses are fair, reasonable and standard for the industry prior to providing written approval and to require competitive bidding and multiple quotes be provided. However, failure by Lessor to sample and/or test shall not be construed as a waiver of any claim established by law, or of any other provision or condition of this Lease.

15. RISK, LIABILITY, INDEMNITY:

15.1 Lessee acknowledges that persons and property on or near the Premises are in constant danger of injury, death or destruction, incident to the operation of the railroad tracks, whether by Lessor or others; and Lessee accepts this Lease subject to such dangers.

15.2 (a) LESSEE, AS FURTHER CONSIDERATION AND AS A CONDITION WITHOUT WHICH THIS LEASE WOULD NOT HAVE BEEN GRANTED, AGREES, TO THE FULLEST EXTENT ALLOWED BY LAW, TO INDEMNIFY AND SAVE HARMLESS LESSOR AND ANY SUBSIDIARY, MANAGEMENT COMPANY, PARENT, OWNERS AND AFFILIATES OF LESSOR, AND THEIR RESPECTIVE PARTNERS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, OFFICERS, DIRECTORS, MEMBERS, MANAGERS, AGENTS, SHAREHOLDERS AND EMPLOYEES (THE "INDEMNITEES") AND TO ASSUME ALL RISK, RESPONSIBILITY AND LIABILITY FOR DEATH OF, OR INJURY TO, ANY PERSONS, INCLUDING, BUT NOT LIMITED TO, OFFICERS, EMPLOYEES, AGENTS, PATRONS, INVITEES AND LICENSEES OF THE PARTIES, AND FOR LOSS, DAMAGE OR INJURY TO ANY PROPERTY, INCLUDING BUT NOT LIMITED TO, THAT BELONGING TO THE PARTIES (TOGETHER WITH ALL LIABILITY FOR ANY EXPENSES, ATTORNEYS' FEES AND COSTS INCURRED OR SUSTAINED BY THE INDEMNITEES, WHETHER IN DEFENSE OF ANY SUCH CLAIMS, DEMANDS, ACTIONS AND CAUSES OF ACTION OR IN THE ENFORCEMENT OF THE INDEMNIFICATION RIGHTS CONFERRED BY THIS LEASE) ARISING FROM, GROWING OUT OF, OR IN ANY MANNER OR DEGREE DIRECTLY OR INDIRECTLY CAUSED BY, ATTRIBUTABLE TO, OR RESULTING FROM THE Grant OF THIS LEASE OR THE CONSTRUCTION, MAINTENANCE, REPAIR, RENEWAL, ALTERATION, CHANGE, RELOCATION, EXISTENCE, PRESENCE, USE, OPERATION, OR REMOVAL OF ANY STRUCTURE INCIDENT TO IT, OR FROM ANY ACTIVITY CONDUCTED ON OR OCCURRENCE ORIGINATING ON THE AREA COVERED BY THE LEASE, INCLUDING ANY TEMPORARY USAGE AREA, EXCEPT TO THE EXTENT CAUSED BY THE INTENTIONAL MISCONDUCT OR SOLE, GROSS NEGLIGENCE OF THE PARTY SEEKING INDEMNIFICATION.
(b) THE RISKS OF INJURY TO OR DEATH OF PERSONS AND LOSS OR DAMAGE TO PROPERTY ASSUMED BY LESSEE UNDER THIS LEASE, SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO, CONTRACTORS, EMPLOYEES, OR INVITEES OF EITHER OF THE PARTIES, AND WHETHER OR NOT SUCH INJURY TO OR DEATH OF PERSONS SHALL ARISE UNDER ANY WORKMEN'S COMPENSATION ACT OR FEDERAL EMPLOYERS' LIABILITY ACT.

(c) LESSEE SHALL, AT ITS SOLE COST AND EXPENSE, JOIN IN OR ASSUME, AT THE ELECTION AND DEMAND OF LESSOR, THE DEFENSE OF ANY CLAIMS, DEMANDS, ACTIONS, AND CAUSES OF ACTION ARISING UNDER THIS LEASE. THE WORD "LESSOR" AS USED IN THIS INDEMNITY SECTION SHALL INCLUDE THE ASSIGNS OF LESSOR AND ANY OTHER RAILROAD COMPANY THAT MAY BE OPERATING UPON AND OVER THE TRACKS IN THE VICINITY OF THE PREMISES.

(d) AS A PRECONDITION TO LESSEE'S INDEMNIFICATION OBLIGATIONS UNDER THIS SECTION, THE INDEMNITEES WILL (i) FULLY COOPERATE WITH LESSEE IN ANY INVESTIGATION AND PROVIDE LESSEE WITH ALL INFORMATION IN THE POSSESSION OR CONTROL OF THE INDEMNITEES RELATING TO ANY MATTER FOR WHICH THE INDEMNITEES SEEK INDEMNIFICATION, AND (ii) PROVIDE LESSEE WITH TIMELY NOTICE OF ANY MATTER OR INCIDENT FOR WHICH THE INDEMNITEES MAY MAKE A CLAIM FOR INDEMNIFICATION BY LESSEE.

16. LESSOR:

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

17. INSURANCE:

17.1 Lessee shall purchase and maintain insurance as specified below covering the Lease, all the work and services to be performed and all obligations assumed under it, from Effective Date until termination, unless duration is stated to be otherwise, with insurance companies assigned a current Financial Strength Rating of at least A and Financial Size Category of X or better by A. M. Best Company:

(a) Workers Compensation and Employers Liability Insurance providing statutory workers compensation benefits mandated under applicable state law and employers liability insurance subject to a minimum limit of $1,000,000 each accident for bodily injury by accident, $1,000,000 each employee for bodily injury by disease, and $1,000,000 policy limit for bodily injury by disease.

(b) Commercial General Liability Insurance written on an occurrence basis subject to limit of $1,000,000 each occurrence for bodily injury, property damage, personal injury
and libel and/or slander injury with an annual aggregate limit of no less than $2,000,000. Policy coverage is to be based on usual Insurance Services Office ("ISO") policy forms to include, but not be limited to: Operations and Premises Liability, Completed Operations and Products Liability, Personal Injury Liability and Contractual Liability insurance. Any and all General Liability policies procured by Lessee shall be amended to delete any and all railroad exclusions including exclusions for working on or within fifty feet (50') of any railroad property, railroad track, railroad bridge, trestle or tunnel. (Railroad Protective Liability Insurance may be substituted for Commercial General Liability Insurance as long as the equivalent coverage is provided.)

(c) **Business Automobile Liability Insurance** subject to a minimum limit of $1,000,000 each accident for bodily injury and property damage. Policy coverage shall be based on usual Insurance Services Office ("ISO") policy forms referred to as Business Automobile Policy ("BAP") to cover motor vehicles owned, leased, rented, hired or used on behalf of Lessee.

(d) **Umbrella Liability Insurance** written on an occurrence basis subject to a limit of $4,000,000 each occurrence for bodily injury, property damage, personal injury and libel and/or slander. Policy coverage is to be at least as broad as primary coverages and include, but not be limited to, Operations and Premises Liability, Completed Operations and Products Liability, Personal Injury Liability and Contractual Liability insurance. Completed Operations coverage is to be maintained for a period of not less than three (3) years after the termination or cancellation of this Lease.

17.2 All insurance required of Lessee with the exception of Workers Compensation and Employers Liability shall include Lessor and any subsidiary, management company, parent, owners and affiliates of Lessor, and their respective partners, successors, assigns, legal representatives, officers, directors, members, managers, agents, shareholders and employees as additional insured and include wording which states that the insurance shall be primary and not excess over or contributory with any insurance carried by Lessor and its affiliates.

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

17.4 All policies shall be written on an occurrence basis. If Lessee cannot obtain an occurrence based policy for any required coverage, policies may be written on a claims made basis. If any policies providing the required coverage(s) are written on a claims-made basis, the following is applicable:

i. The retroactive date shall be prior to the Effective Date of this Lease.

ii. Lessee shall maintain such policies on a continuous basis.
iii. If there is a change in insurance companies or the policies are canceled or not renewed, Lessee shall purchase an extended reporting period of not less than three (3) years after the Lease termination date.

17.5 Lessee shall file with Lessor and its affiliates on or before the Effective Date of this Lease a valid Certificate of Insurance for all required insurance policies. Each certificate shall identify Lessor and its affiliates and other parties as noted above as additional insured as required and state that Lessor and its affiliates will receive a minimum of thirty (30) days advance written notice of insurer's intent to cancel or otherwise terminate policy coverage. Prior to expiration of such insurance, Lessee shall supply updated Certificates of Insurance that clearly evidence the continuation of all coverage in the same manner, limits of protection, and scope of coverage, as was provided by the original Certificates.

17.6 Lessee hereby waives all rights of subrogation against Lessor, its affiliates and other noted parties for damages to the extent covered by insurance. All insurance policies of Lessee shall allow that any release from liability of or waiver of claim for recovery from any other party entered into in writing by Lessee prior to any loss or damage shall not affect the validity of said policy(ies) or the right of the insured or insureds to recover under them.

17.7 In the event that any work under this Lease is to be performed by a private contractor, said contractor shall execute Lessor's standard License for Right of Entry and Use of Premises agreement and provide evidence of insurance coverage specified in said License.

18. BREACH WAIVER:

18.1 No waiver by Lessor of any breach of any covenant, condition or agreement contained in this Lease shall operate as a permanent waiver of such covenant, condition or agreement itself, or of any subsequent breach of them. No endorsement or statement on any check or letter accompanying a check for payment of rent shall be deemed an accord and satisfaction and Lessor may accept such check or payment without prejudice to Lessor's right to recover the balance of such rent or to pursue any other remedy provided in this Lease. No payment by Lessee or receipt by Lessor of a lesser amount than the installments of rent stipulated in this Lease shall be deemed to be other than on account of the earliest stipulated rent.

18.2 If Lessor shall institute collection or litigation proceedings, and a compromise or settlement of it shall be made, the compromise or settlement shall not constitute a permanent or general waiver of any covenant contained in this Lease nor of any of Lessor's rights under it unless so expressed in writing by Lessor. No re-entry by Lessor after a breach shall be considered an acceptance of a surrender of this Lease, unless so expressed by Lessor in writing.

18.3 Acceptance of money by Lessor from Lessee after any default by Lessee or after the expiration of the term of this Lease or after the service of any notice or after the commencement of any suit, or after final judgment for possession of the Premises, shall not waive such default or reinstate, continue or extend the term of this Lease or affect any such notice or suit, as the case may be.
19. SUCCESSORS AND ASSIGNS; LIMITS ON TRANSFER, SUBLEASE OR ASSIGNMENT:

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

19.2 Notwithstanding the foregoing, Lessees shall not transfer, assign, encumber or sublet this Lease or any part of the Premises or any rights and privileges granted in this Lease without the prior written consent of Lessor, which it may give at its sole discretion. This covenant shall also apply whether any of the foregoing is made voluntarily by Lessee or involuntarily in any proceeding at law or in equity to which Lessee may be a party, whereby any of the rights, duties and obligations of Lessee may be sold, transferred, conveyed, encumbered, abrogated or in any manner altered without the prior notice to and consent of Lessor. Notwithstanding the foregoing, Lessee shall remain liable to Lessor as a guarantor of Lessee’s successor in interest to this Lease.

19.3 Except as specified in Section 1.1, Lessee shall not offer or permit any other person or corporation to use any part of the Premises except with the separate written consent of Lessor.

19.4 In the event of any unauthorized sale, transfer, assignment, sublease or encumbrance of this Lease, or any of the rights and privileges hereunder, or use of the Premises, Lessor, at its option, may terminate this Lease at any time after such sale, assignments, etc., by giving Lessee or any such assignee written notice of such termination, and Lessor may thereupon immediately enter and retake possession of the Premises.

19.5 If the Premises are sold or transferred, voluntarily or involuntarily, Lessor’s lease obligations and liabilities accruing after the transfer shall be the sole responsibility of the new owner.

20. HAZARDOUS COMMODITIES:

20.1 Except as specified in Section 1.1, Lessee agrees not to allow, permit, keep, use, store, place, manufacture or dispose of any hazardous commodities, hazardous commodities designated as toxic/poison inhalation hazard, inhalation hazard, explosives, dangerous or flammable in nature on the Premises. Pursuant to its use as specified in Section 1.1, Lessee shall be allowed to permit, keep, use, store, place ammunition on the Premises as are common and usual for use in fire arms/police training.

20.2 Except as specified in Section 1.1 and 20.1, no portion of the Premises may be used for the transportation, treatment, storage or disposal of hazardous materials, hazardous substances, universal waste, solid waste or hazardous waste, as classified under Resource Conservation and Recovery Act (“RCRA”) (Title 42 U.S. Code, Sections 6901, et seq.), the Comprehensive Environmental Response Compensation and Liability Act (“CERCLA”) (Title 42 U.S. Code, Sections 9601-9675) or the Superfund Amendments and Reauthorization Act (“SARA”) (Title 42 U.S. Code, Sections 9601 et seq.), or for any other use or purpose requiring a federal or state environmental permit.
21. ENVIRONMENTAL:

21.1 Notwithstanding any other provision of this Lease, Lessee shall comply with any and all laws, statutes, ordinances, rules, regulations, orders, decisions, including the RCRA, as amended or supplemented, the CERCLA, as amended or supplemented, and SARA, as amended or supplemented (hereinafter collectively referred to as "Standards"), issued by any federal, state or local governmental body or agency established thereby (hereinafter referred to as "Authority"), relating to the use of the Premises by Lessee.

21.2 Except for the use specified in Section 1.1, Lessee, in its use of the Premises, shall not create or permit any condition on the Premises that could present a threat to human health or to the environment. Lessee shall at all times be in full compliance with all Standards, present or future, set by any Authority, including but not limited to, Standards concerning air quality, water quality (surface or underground), noise, hazardous substances and hazardous waste(s).

21.3 In the event Lessee is notified by any Authority of its non-compliance with any Standards, Lessee shall, without fail, immediately notify Lessor in writing of such non-compliance. If Lessor is notified of such non-compliance it shall notify Lessee of such notice. Lessee, within thirty (30) days of its receipt of any such notice, by Lessor or any Authority, shall immediately take whatever action is necessary in order to bring the Premises into compliance with all due diligence.

21.4 Lessee shall assume all liability for and shall protect, indemnify and hold harmless Lessor from and against, any and all claims, costs, fines, judgments, penalties, suits and attorney's fees growing out of any violation of any Standards, regardless of the nature thereof or the Authority or person asserting such claim, which results from Lessee's use of the Premises.

21.5 In the event Lessor incurs any cost in bringing the Premises into compliance with any applicable Standards, (including but not limited to consulting, engineering, clean-up, disposal and legal costs), in abating a violation of any Standards, in protecting against a threatened violation of any Standards, in defending any claim of violation of any Standards in any proceedings before any Authority or court, and/or in paying any fines or penalties imposed for such violation, then Lessee shall reimburse Lessor for any and all said costs as additional rent.

21.6 Lessee expressly understands and agrees that the provisions of this Section shall remain in full force and effect regardless of whether this Lease is terminated pursuant to any other provision or whether the Premises are vacated by Lessee. Lessee agrees that the statutory limitations periods on actions to enforce the provisions of this Section shall not be deemed to commence until Lessor discovers or is notified of any violation or alleged violation of any Standards, and Lessee hereby knowingly and voluntarily waives the benefits of any shorter limitation period.

21.7 Lessee agrees to provide a spill prevention, control and counter measures plan or other plan relating to Lessee's use of the Premises as required by Lessor and/or any Authority.

22. WATER RIGHTS:
22.1 This lease does not include any right to use the water under any water right of Lessor, or to establish any water rights except in the name of Lessor.

23. MISCELLANEOUS:

23.1 This Lease is executed by all Parties under current interpretation of any and all applicable Federal, State, County, Municipal, or other local statute, ordinance, or law. Further, each and every separate division (paragraph, clause, item, term, condition, covenant or agreement) contained in this Lease shall have independent and severable status from each other separate division, or combination thereof, for the determination of legality, so that if any separate division in this Lease is determined to be unconstitutional, illegal, violative of trade or commerce, in contravention of public policy, void, voidable, invalid or unenforceable for any reason, that separate division shall be treated as a nullity, but such holding or determination shall have no effect upon the validity or enforceability of each and every other separate division herein contained, or any other combination thereof.

23.2 In the event this Lease is part of a package of agreements for Lessee, this Lease and all other such documents shall be read as compatible parts of said package and not in contradiction to each other, such that in the event of apparent conflict in any duties here/there under, Lessor shall designate which clause(s) shall survive or control any others.

23.3 The Parties hereby acknowledge that sale or dispensation of intoxicating liquors on the Premises is prohibited, unless specifically permitted by an amendment to the Lease which is signed by Lessor's authorized officer. Such amendment will require, among other things, that Lessee furnish dram shop insurance or other appropriate insurance protecting Lessor from the risks incident to such sale or dispensation.

23.4 Lessee shall be prohibited from placing or allowing on the Premises any signs other than a reasonable sign advertising Lessee's business being conducted at the Premises or a "For Sale/Lease" sign on any building owned by Lessee and located on the Premises. The size and location of any such permitted sign is subject to Lessor's prior written approval.

23.5 In the event that Lessor shall incur any costs or expenses, including attorneys' fees and costs, in enforcing Lessee's covenants and agreements under this Lease, Lessee shall reimburse Lessor for all such costs, expenses and attorneys' fees as additional rent under this Lease.

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

Lessor: Illinois Railway, L.L.C.

Attn: Director of Real Estate

252 Clayton Street

Denver, Colorado 80206

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

And with copy sent to:  
Kendall County State’s Attorney,  
807 John Street, Yorkville, Illinois, 60560,  
Attention: Eric Weis

23.7 This Lease shall be governed under the laws of the State of Illinois, and venue shall be proper in the federal or state courts of the State of Illinois for any action arising under the terms of this Lease or performance of it.

23.8 All exhibits attached hereto are incorporated as if fully set forth in this Lease.

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

Lessor: Illinois Railway, L.L.C.,  
Acting through its agent LandRail, L.L.C.

By: ______________________________
Printed name: ________________________
Title: ______________________________

Lessee: Kendall County Sheriff’s Office

By: ______________________________
Printed name: ________________________
Title: ______________________________

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

By: ______________________________
Printed name: ________________________
Title: Chair, Kendall County Board
**Walker Road Safety Shoulders**

**Section 07-00102-00-SD**

**Project Description:** Install 4’ wide HMA safety shoulders along Walker Road from Illinois Route 71 to Illinois Route 47.

**Total Project Length:** 5.49 Miles

**Estimated Cost:** $980,720.00

**Project Funding:** 80% Federal (STR) / 20% Local (MFT)

**Project Letting:** March 9, 2012

**Bidders / Bids:**
1. Aurora Blacktop, Inc. $778,103 (21% below estimate)
2. Geneva Construction Company $890,707 (9% below estimate)
3. D Construction $912,970 (7% below estimate)
4. P.T. Ferro $931,372 (5% below estimate)

**Project Award:** To Aurora Blacktop, Inc. on April 2, 2012

**Project Status:** Aurora Blacktop, Inc. has been unresponsive. IDOT would then typically award project to the 2nd low bidder; in this case, Geneva Construction. IDOT is the awarding authority, and is only looking for concurrence from Kendall County in making the award to 2nd low bidder. If Kendall does not concur, project could be re-let, and it might be able to make the June 15, 2012 letting. Next letting after that is August 3, 2012. This would seriously delay the project and would impact the resurfacing contract that has already been awarded to D Construction. Re-letting the project does not guaranty that any bid will come in less than the current 2nd low bidder.

**Kendall County Share of Cost w/ Low Bidder (Aurora Blacktop, Inc.):** $155,621

**Kendall County Share of Cost w/ 2nd Low Bidder (Geneva Construction):** $178,141

**Difference:** $ 22,520
Call to Order
The April 26, 2012 Budget and Finance meeting was called to order at 9:00 A.M. by Chairman Vickery. Finance Committee members present: Ms. Hafenrichter, Ms. Martin, Mr. Davidson, and Ms. Petrella. County Board members present: Mr. Purcell. Kendall County employees present: D. Gillette, J. Smiley, V. McClain, S. Koster, J. Ferko, T. Thomas, A. Tokars, A. Nicoletti, J. Kaiser and J. Wilkins. Citizens present: Judy Gilmore, Todd Milliron and Senior Levy presenters.

Claims Review and Approval
Ms. Petrella inquired about the increase in the budget for the County Board salary line. A motion was made by Ms. Hafenrichter to forward the bills in the amount of $632,167.08 to the County Board. Ms. Martin made a 2nd motion. All members voted aye. The motion passed.

Citizens to be Heard – Todd Milliron, 61 Cotswold Drive, Yorkville stated that the cost of the health insurance for Kendall County Board members should be brought back to the County Board for full discussion to see where the Board Members stand on the subject. Mr. Milliron handed out a check from DeKalb County dated September 21, 2011 that was not cashed by Kendall County until March 16, 2012. There was no follow up by the Sheriff’s Office for 150 days. Accounting procedures need to be put in place so this doesn’t happen again.

Accounting for Other Counties – Chairman Vickery surveyed 64 out of 102 (Illinois) counties. 7 counties fund health insurance benefits equal to or better than Kendall County for their County Board. 13 counties partially fund health benefits. 11 counties allow County Board Members to participate but County Board Members pay for all of it. 33 counties do not allow health insurance benefits.

Review Per Diem Submittals – Chairman Vickery stated that all per diems sent to the Treasurer will be reviewed every month by the Finance Committee. The Finance Committee reviewed and initialed the per diems and passed them on to Jill Ferko, Treasurer.

Department Head and Elected Official Comments

Janet Kaiser, Accounts Payable – Janet inquired as to whether it is sufficient to have the Department Head sign the invoice for ABC checks that do not have vouchers. Jill Ferko, Treasurer stated she does not have a problem with this procedure.

Jill Ferko, Treasurer – Property taxes were rolled to the Treasurer this week. We are testing and expect tax bills to be out by the end of next week.

Jeff Wilkins, County Administrator – Tax Computation Report shows all requested levies were made whole and actually received a little bit more from rounding. Mr. Davidson requested the Tax Computation Report be put in the County Board packet.

Andy Nicoletti, County Assessor – We got 14 Property Tax appeal board decision. Of those 14 we stipulated on 9, meaning the BOR made a recommendation and PTAB went along with it. Of the other 5 we were 4 and 1.

Scott Koster, Chief Deputy of the Sheriff’s Office – There was a special internal audit of A/R records. The
internal audit found and corrected 8 errors over an approximate 5 year period. Chief Koster asked the Finance Committee to consider authorizing the (external) auditor to make a recommendation for any additional auditing services that are appropriate for the discrepancies uncovered by the Sheriff’s Office internal audit. The Sheriff’s Office is working to transition the Commissary Account to the County’s General budget. Chief Koster asked the Finance Committee to consider asking the (external) auditor to include the audit of the Commissary Fund as part of the scope of the County’s audit.

Jim Smiley, Director of Facilities Management – Will be using money from the Courthouse expansion fund for the Courthouse sidewalk project. He is currently working on the specs. Needs to buy tables for the courthouse, Judge McCann is looking at his funds for this. Wiring project came in $4,000 to $5,000 under budget.

Items from Other Committees - None

Other Items of Business

Resolution Setting Salary of Circuit Clerk effective December 1, 2012 – A motion was made by Ms. Martin to give a 0%, 0%, 1.5%, 1.5% raises equating to salaries of $87,454, $87,454, $88,766 and $90,097 respectively. Ms. Petrella made a second motion. Martin, Hafenrichter, Vickery, Petrella voted aye. Davidson voted no.

Mileage Reimbursement for County Board members effective December 1, 2012 – The actual rates and expense for mileage was distributed. Ms. Martin made a motion to eliminate mileage for everything. There was no second motion. The motion failed. Mr. Davidson made a motion to eliminate mileage for County Board Members to county board meetings, committee meeting and in-county meetings. Ms. Martin made a second motion. By voice vote: Martin – no, Hafenrichter- yes, Vickery – yes, Petrella – yes, Davidson – yes. The motion passes.

Mack & Associates: External Auditor service agreement – Ms. Martin made a motion to enter into a contract with Mack & Associates for a two year extension ending 11/30/13. Ms. Petrella made a second. All members voted aye. The motion carries.

Senior Levy Application Presentations:

1. Norris Gould, Community Meals for seniors: Request $21,145
   Has 9 restaurants participating. 5 in Plano and 4 in Yorkville. Seniors over 60 can purchase ticket for $3 and get a $6.50 meal. Can purchase 2 meals a week/ 8 meals a month.

2. Cindy Helland, Community Nutrition Network – Kendall County Meals on Wheels: Request $14,500
   Delivers meals to homebound seniors who have no family. Are low income seniors. Serve approx 70-80 meals a week. Meals cost $9.50 for meal, ask seniors to contribute $3.75. Utilize approximately 45 volunteers a day. Have 11 routes a day.

3. Kieth Bielema & Amaal Tokars, Kendall County Health Department: Request $64,000
   100% of patients remain free of restrictive living and mental health institutions. Increase in physician referrals – work on mental and physical health. Increase in family work, reconnecting seniors with their kids/grandkids.

4. Kathleen Finn, Prairie State Legal Services: Request $8,500
   Service 36 counties in Illinois. Offer free civil legal services to low income and seniors over 60. New telephone hotline-legal assistance for older adults.

5. Shannon Setchell, Visiting Nurses Association: Request $10,000
   Funds would be used to offset costs related to home health care, hospice, social work services and doctor’s house visits. Offers nursing care, medical equipment, physical therapy, wound care and medication. Services offered 7 days a week. Generally see patients 2 days a week.
6. **Stephanie Wayne – Fox Valley YMCA**: **Request $6,069**  
Offers discounted membership and social activities. Want to help seniors stay young and fit and healthy. Funds would offset the cost of senior programs and memberships.

7. **Cindy Worsley, Fox Valley Older Adult Services**: **Request $60,000**  
Offers the Community Care Program an in home services program and adult day care program. Allows adult children caregivers to go to work.

8. **Helen Baker, Pat Feeley, Sandy Pastore Oswego Senior Center**: **Request $42,000**  
Sandy Pastore manages Community Connection Center Program. Classes encourage social interaction, community and low impact exercise. Pat Feeley manages Senior Center. Offers a meal program for seniors 60 years of age and older.

9. **Bette Schoenholtz, Senior Services**: **Request $130,645**  
Offers social services for seniors: case management, elder abuse investigation, information and assistance, nursing home ombudsman, caregiver support program, case management, care coordination program, senior companion program, transportation, recreation, education, deli meal program. There are 12,843 seniors in Kendall County.

**Senior Levy Award Recommendations:**

Ms. Martin made a motion to distribute the following amounts for the 2012 Senior Levy:

1. **Community Meals for seniors**: **Granted $16,000**
2. **Community Nutrition Network – Kendall County Meals on Wheels**: **Granted $12,000**
3. **Kendall County Health Department**: **Granted $59,178**
4. **Prairie State Legal Services**: **Granted $7,500**
5. **Visiting Nurses Association**: **Granted $8,000**
6. **Fox Valley YMCA**: **Granted $1,000**
7. **Fox Valley Older Adult Services**: **Granted $55,000**
8. **Oswego Senior Center**: **Granted $39,000**
9. **Senior Services**: **Granted $120,500**


**Insurance Losses/Higher Costs:**

Chairman Vickery attended an Illinois Risk Management insurance meeting and discussed insurance increases. The highest insurance increases will be in the following areas: Schools are seeing large increases in their insurance costs, 12-15% increases. All costs will increase due to the catastrophic picture throughout the country from the last three years with the storms. Those with larger losses will see significant increases, 7-15% increases. Largest losses/Highest Costs for County Departments:

1. Public Safety and Dispatch
2. Highway Departments
3. Public Officials – Elected Officials: poor employment practices, treating their employees different than how Department Heads treat employees, DOL charges, harassment costs. We need to bring together a commonality which all the employees of this County work under. Need to be under the same employment practices.
4. Health Departments - Harassment, care, Health department Boards clashing with County Boards

**Actions Items for County Board**

- Claims for the County Board in the amount of $632,167.08
- Resolution setting Circuit Clerk salary
- Senior Levy Award Recommendations
- Mack & Associates External Auditor Agreement

**Executive Session** – None

**Adjournment** – Ms. Martin made a motion to adjourn at 12:46. Ms. Hafenrichter made a second motion. All members voted aye. Meeting adjourned.

Latreese Caldwell, Recorder
## Tax Computation Report

**Kendall County**

### Taxing District C001 - COUNTY

<table>
<thead>
<tr>
<th>Property Type</th>
<th>Total EAV</th>
<th>Rate Setting EAV</th>
<th>PTELL Values</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Equalization Factor 1.000000</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>PTELL Values</td>
</tr>
<tr>
<td>Farm</td>
<td>103,358,550</td>
<td>103,334,338</td>
<td></td>
</tr>
<tr>
<td>Residential</td>
<td>2,352,632,195</td>
<td>2,352,527,169</td>
<td></td>
</tr>
<tr>
<td>Commercial</td>
<td>347,857,124</td>
<td>347,393,082</td>
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</tr>
<tr>
<td>Industrial</td>
<td>81,178,066</td>
<td>81,178,366</td>
<td></td>
</tr>
<tr>
<td>Mineral</td>
<td>0</td>
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<tr>
<td>State Railroad</td>
<td>2,690,551</td>
<td>2,886,551</td>
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<tr>
<td>Local Railroad</td>
<td>47,196</td>
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<tr>
<td>County Total</td>
<td>2,917,880,684</td>
<td>2,917,287,004</td>
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<tr>
<td>Total + Overlap</td>
<td>2,917,980,684</td>
<td>2,917,287,004</td>
<td></td>
</tr>
</tbody>
</table>

### Fund/Name

- **001 CORPORATE**: Levy Request 9,865,358, Mex. Rate 0.00000, Calc. Rate 0.342282, Actual Rate 0.34226
- **001 1.M.R.F**: Levy Request 2,659,904, Mex. Rate 0.00000, Calc. Rate 0.077315, Actual Rate 0.07732
- **006 COUNTY HIGHWAY**: Levy Request 1,485,000, Mex. Rate 0.00000, Calc. Rate 0.00000, Actual Rate 0.00000
- **008 BRIDGES**: Levy Request 565,500, Mex. Rate 0.25000, Calc. Rate 0.014397, Actual Rate 0.01437
- **016 MENTAL HEALTH**: Levy Request 227,849, Mex. Rate 0.05000, Calc. Rate 0.00000, Actual Rate 0.00000
- **020 TB**: Levy Request 15,000, Mex. Rate 0.05000, Calc. Rate 0.00000, Actual Rate 0.00000
- **021 FEDERAL AID MATCHING**: Levy Request 4,000, Mex. Rate 0.05000, Calc. Rate 0.00000, Actual Rate 0.00000
- **022 COUNTY HEALTH**: Levy Request 757,000, Mex. Rate 0.01000, Calc. Rate 0.00000, Actual Rate 0.00000
- **035 LIABILITY INSURANCE**: Levy Request 774,755, Mex. Rate 0.00000, Calc. Rate 0.00000, Actual Rate 0.00000
- **047 SOCIAL SECURITY**: Levy Request 1,220,746, Mex. Rate 0.00000, Calc. Rate 0.00000, Actual Rate 0.00000
- **053 EXTENSION ED**: Levy Request 180,558, Mex. Rate 0.05000, Calc. Rate 0.00000, Actual Rate 0.00000
- **065 VETERANS ASSISTANCE**: Levy Request 382,687, Mex. Rate 0.02000, Calc. Rate 0.00000, Actual Rate 0.00000
- **057 LEASE PBC**: Levy Request 1,447,410, Mex. Rate 0.00000, Calc. Rate 0.00000, Actual Rate 0.00000
- **142 SR CITIZEN SOC SERV**: Levy Request 343,878, Mex. Rate 0.02500, Calc. Rate 0.00000, Actual Rate 0.00000

**Totals**: Capped 16,987,836, Total Extension 0.680173, Total Overlap 0.68023, Total 20,414,796

**Subject to PTELL**

Signed:

Title: County Administrator

I agree with the above figures.

Signature:

Taxing District C001 - COUNTY

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R.M. Mickelson
COUNTY OF KENDALL

RESOLUTION 2012-_______

A RESOLUTION ESTABLISHING THE SALARY FOR
THE KENDALL COUNTY CIRCUIT CLERK

WHEREAS, 50 ILCS 145/2 requires the salary of elected officers for local
governments to be established at least 180 days prior to the start of their term; and

WHEREAS, 55 ILCS 5/5-1010 requires the County Board to establish the salary of
County officers prior to the election of the officers whose salary is being established; and

NOW, THEREFORE, BE IT RESOLVED that the annual salary for the elected
County Circuit Clerk shall be as follows:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>December 1, 2012</td>
<td>$87,454</td>
</tr>
<tr>
<td>December 1, 2013</td>
<td>$87,454</td>
</tr>
<tr>
<td>December 1, 2014</td>
<td>$88,766</td>
</tr>
<tr>
<td>December 1, 2015</td>
<td>$90,097</td>
</tr>
</tbody>
</table>

BE IT FURTHER RESOLVED that the County Clerk be directed to transmit copies of
this resolution to the County Board, County Circuit Clerk, County Coroner, and County
Administrator.

Approved and adopted by the County Board of Kendall County, Illinois, this _____ day of
May, 2012.

__________________________________
John Purcell, Chairman
County Board

Attest:

__________________________________
Debbie Gillette
County Clerk
Extension to Bid Proposal

Between

Mack & Associates, P.C.

And

County of Kendall, Illinois

Mack & Associates, P.C. (Mack) and the County of Kendall, Illinois (Kendall) hereby enter into an agreement for auditing and consulting services as outlined in the following bid proposal.

Mack will perform auditing and consulting services as agreed upon for the following fees:

<table>
<thead>
<tr>
<th>Fiscal Year Ending</th>
<th>Credit 11/30/2012</th>
<th>Net 11/30/2012</th>
<th>Net 11/30/2013</th>
<th>Net 11/30/2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kendall County</td>
<td>$38,900</td>
<td>$2,000</td>
<td>$36,900</td>
<td>$40,845</td>
</tr>
<tr>
<td>Forest Preserve</td>
<td>$4,250</td>
<td>$600</td>
<td>$3,650</td>
<td>$4,475</td>
</tr>
<tr>
<td>Circuit Clerk</td>
<td>$3,250</td>
<td>$1,250</td>
<td>$2,000</td>
<td>$3,425</td>
</tr>
<tr>
<td>ETSB</td>
<td>$2,850</td>
<td>$0</td>
<td>$2,850</td>
<td>$3,000</td>
</tr>
<tr>
<td>PBC</td>
<td>$2,950</td>
<td>$50</td>
<td>$2,900</td>
<td>$3,000</td>
</tr>
<tr>
<td>Budget</td>
<td>$2,500</td>
<td>$0</td>
<td>$2,500</td>
<td>$2,500</td>
</tr>
<tr>
<td>Total</td>
<td>$54,700</td>
<td>$3,900</td>
<td>$50,800</td>
<td>$57,245</td>
</tr>
</tbody>
</table>

Selected: ___ One Year ___ Two Year ______ Three Year

Fees will be billed upon completion of report and presentation to the County Board. Budget fees will be billed upon completion of budget acceptance.

\[Signature\]

Tawnya R. Mack, CPA \hspace{1cm} Date \hspace{1cm} County of Kendall \hspace{1cm} Date
2011 Extension to Bid Proposal

Between

Mack & Associates, P.C.

And

County of Kendall, Illinois

<table>
<thead>
<tr>
<th>Fiscal Year Ending</th>
<th>From 2009 Bid</th>
<th>From 2011 Bid</th>
<th>2012 Credit*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kendall County</td>
<td>$32,500</td>
<td>$34,500</td>
<td>$2,000</td>
</tr>
<tr>
<td>Forest Preserve</td>
<td>$3,350</td>
<td>$3,950</td>
<td>$600</td>
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<tr>
<td>Circuit Clerk</td>
<td>$1,700</td>
<td>$2,950</td>
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<tr>
<td>ETSB</td>
<td>$2,000</td>
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<tr>
<td>PBC</td>
<td>$2,900</td>
<td>$2,950</td>
<td>$50</td>
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<tr>
<td>Budget</td>
<td>$2,500</td>
<td>$2,500</td>
<td>$0</td>
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<tr>
<td>Total</td>
<td>$44,950</td>
<td>$48,850</td>
<td>$3,900</td>
</tr>
</tbody>
</table>

*The 2012 Credit will apply to the specific department listed to the left.
COUNTY OF KENDALL, ILLINOIS

RESOLUTION 2012-_______

A RESOLUTION ESTABLISHING DISTRIBUTION OF GRANTS FROM THE 2012 SENIOR CITIZEN SOCIAL SERVICES LEVY

WHEREAS, the Kendall County Board annually extends a property tax levy for Senior Citizen Social Services to enhance the independence of the elderly residents of Kendall County;

WHEREAS, the Kendall County Board extended property taxes $343,678 for Tax Year 2011 payable 2012;

WHEREAS, the Kendall County Board has appropriated $318,178 for grants to outside agencies and $25,500 to the Kendall Area Transit program;

WHEREAS, the Kendall County Board has determined the allocation of grants to outside agencies to benefit the senior citizens in Kendall County,

NOW, THEREFORE, BE IT RESOLVED that the Tax Year 2011, Fiscal Year 2012 Senior Citizen Social Services Levy is granted to these agencies, providing services to the seniors of Kendall County in these amounts;

FY2012 Senior Citizen Social Services Levy

<table>
<thead>
<tr>
<th>Service</th>
<th>Amount</th>
</tr>
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<tbody>
<tr>
<td>Community Meals for Seniors</td>
<td>$16,000</td>
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<tr>
<td>Community Nutrition Network - Kendall County</td>
<td>12,000</td>
</tr>
<tr>
<td>Meals on Wheels</td>
<td>59,178</td>
</tr>
<tr>
<td>Kendall County Health Department</td>
<td>7,500</td>
</tr>
<tr>
<td>Prairie State Legal Services</td>
<td>8,000</td>
</tr>
<tr>
<td>Visiting Nurses Association</td>
<td>1,000</td>
</tr>
<tr>
<td>Fox Valley YMCA</td>
<td>55,000</td>
</tr>
<tr>
<td>Fox Valley Older Adult Services</td>
<td>39,000</td>
</tr>
<tr>
<td>Oswego Senior Center</td>
<td>120,500</td>
</tr>
</tbody>
</table>

$318,178

BE IT FURTHER RESOLVED that the County Clerk be directed to transmit copies of this resolution to the County Board, County Treasurer and County Administrator.

Approved and adopted by the County Board of Kendall County, Illinois, this _____ day of May, 2012.

__________________________
John Purcell, County Board Chairman

Attest: _______________________
Debbie Gillette, County Clerk
Call to Order
The Kendall County Legislative Committee met at 3:00pm and was called to order by Jessie Hafenrichter.

Roll Call
Committee Members Present: Bob Davidson, Jessie Hafenrichter, Suzanne Petrella
Other Board Members Present: Nancy Martin
Also Present: Judge Tim McCann, Leslie Johnson, Deputy Commander Robert Leinen, Jim Smiley, Ed Kline, Nicole Kollins, Judy Gilmore, and Jeff Wilkins

Old Business
None

New Business
None

Status Reports
Probation – Tina Varney stated that the office is on-track regarding the current budget. Tina stated the office is in the process of conducting reference checks and background checks in their attempt to fill an Adult Technology officer within the department. She reported that seventy area probation officers will participate in AOIC training on mental health in June.

Circuit Clerk – Ed Kline thanked Public Safety personnel for conducting security training for the circuit clerks earlier in the month of April.

Public Defender – Vicki Chuffo previously distributed the monthly report.

State’s Attorney – Leslie Johnson stated that case filings thus far are slightly higher.

Courthouse – Judge McCann stated that revisions are being made to the building Emergency Procedures focusing on fire alarms, weather emergencies, etc. An in-house personnel drill and training will be conducted by the Sheriff’s Office in the near future at a time that is least disruptive to those in the building.

Judge McCann briefed on the plan to install two display cases in the hallway near courtroom 113. Jason Pettit will coordinate the display of Forest Preserve items in the two cases.

Judge McCann also updated the group on the Media in the Courtroom pilot program, and stated a committee has been appointed by Judge Spence. He stated that no public funds are to be expended for media coverage in the courtroom. He also said that media will be required to submit a written request to the head judge two weeks in advance of any court proceeding they would like to attend. He said he would be attending a meeting between the media and public forum in St. Charles next week.

Sheriff’s Office – Report as submitted.

Court Security – No report.
Facilities Management – Mr. Smiley stated that Facilities personnel have been heavily involved in set-up for the Emergency Procedures meetings, and said there is need to purchase eight additional tables for courthouse meetings to be stored on-site. He hopes to contact PBC or the Court System regarding possible funding of such. Judge McCann stated he would check whether the court system would fund a portion of the purchase.

The work for the Courthouse steps in front of the Courthouse was approved and all parties have signed. Facilities Management will be involved in all discussions with Gilbane and Waukegan Steele and in any decisions made.

Mr. Smiley met with the contractor on April 24, 2012 regarding several warranty and repair issues.

Actions Items None

Public Comments None

Executive Session None

Adjournment
Motion was made to adjourn. There being no objection, the Judicial Legislative Committee, at 3:40 pm, adjourned.

Respectfully Submitted,
Valarie A. McClain
Recording Secretary
A PROCLAMATION
Declaring Historic Preservation Month in Kendall County, Illinois

WHEREAS, historic preservation is an effective tool for managing growth and sustainable development, revitalizing neighborhoods, fostering local pride and maintaining community character while enhancing livability; and

WHEREAS, historic preservation is relevant for communities across the nation, both urban and rural, and for Americans of all ages, all walks of life and all ethnic backgrounds; and

WHEREAS, it is important to celebrate the role of history in our lives and the contributions made by dedicated individuals in helping to preserve the tangible aspects of the heritage that has shaped us as a people; and

WHEREAS, "Discover America's Hidden Gems" is the theme for National Preservation Month 2012, cosponsored by Kendall County and the National Trust for Historic Preservation

THEREFORE, the Board of Kendall County do proclaim May 2012 as National Preservation Month, and call upon the people of Kendall County to join their fellow citizens across the United States in recognizing and participating in this special observance.

ADOPTED BY THE COUNTY BOARD THIS 1st DAY OF MAY, 2012.

Attest:

Debbie Gillette
Kendall County Clerk

John Purcell
Kendall County Board Chairman