



COUNTY OF KENDALL, ILLINOIS
FACILITIES MANAGEMENT
AND TECHNOLOGY COMMITTEE
Monday, February 5, 2024 @ 4:00 p.m.
County Office Building; 111 W. Fox Street
2nd Floor Board Room; Yorkville IL

MEETING AGENDA

1. Roll Call and Determination of a Quorum

Brian DeBolt - Chair
Zach Bachmann
Matt Kellogg
Jason Peterson
Brooke Shanley

2. Approval of Agenda

3. Approval of October 2, 2023 Minutes

4. Public Comment

5. Status Reports

- A. Fiscal Year 2024 Capital Projects & Major Repairs
 - i. Courtrooms and Jury Assembly Room Technology Modernization Project
 - ii. Probation Build-out of (5) Offices (w/Furniture) and Hand Sink install at Public Defender's Office
 - iii. Historic Courthouse 2nd Floor Flat Roof Membrane Replacement
 - iv. ADA Review & Corrections

6. Old Business/ Project Updates

- A. Phase 1 Status Update
- B. Kendall Area Transit Facility Update

7. New Business/Projects

- A. **Motion to Forward to County Board:** Approve Bradford Systems Fixed Shelving & Mail Sorter Purchases via the Sourcewell Co-Op Contract Number 121919-KII for \$60,825.
- B. **Discussion:** Purchase of PrintElect EZ 3000 Carts from Election Fund with future reimbursement from Lost Revenue Fund.
- C. **Discussion:** Phase 1 Office & Lobby Furniture via TIPS government Co-op
- D. **Motion to Forward to County Board:** Approval of purchase of a Nutanix Node and associated hardware and licenses from Presidio in the amount of \$53,771.15.
- E. **Motion to Forward to County Board:** Approval of ordinance for a 5-year lease agreement with Mutual Ground.
- F. **Motion to Forward to County Board:** Approval of Memorandum of Understanding Between County of Kendall, Illinois, and Mutual Ground Regarding Rent Payment and Monthly Donation.
- G. **Motion to Forward to County Board:** Approval of ordinance for a 5-year lease agreement with the Workforce Development Division.
- H. **Motion to Forward to County Board:** Approval of ordinance for a 5-year lease agreement with Kendall Housing Authority.
- I. **Motion to Forward to County Board:** Approval of ordinance for a 5-year lease agreement with Court Appointed Special Advocate "CASA"

- J. **Motion to Forward to County Board:** Approval of Memorandum of Understanding Between County of Kendall, Illinois, and Court Appointed Special Advocate “CASA” Regarding Rent Payment and Monthly Donation.

8. Chair Report

9. Executive Session

10. Other Business

11. Public Comment

12. Questions from the Media

13. Adjournment



Kendall County Agenda Briefing

Meeting Type: Facilities and Technology
Meeting Date: 2/5/2024
Subject: Phase 1 Storage System Procurement
Prepared by: Dan Polvere, Facilities Director
Department: Facilities Management

Action Requested:

Review/Approve Bradford Systems Fixed Shelving & Mail Sorter Purchases via the Sourcewell Co-Op Contract Number 121919-KII for \$60,825.

Board/Committee Review:

N/A

Fiscal impact:

\$60,825 Reduction of the Phase 1 \$376,473 Furniture, Fixtures & Equipment (FF&E) Budget

Background and Discussion:

Via the Sourcewell Co-Op, Bradfords Systems designed Spacesaver Fixed Shelving Storage Solutions in the following rooms: Storage Room (110), Staging/Work Area (106), Staging/Storage in the basement along with a Hamilton Casework Mail Sorter Unit.

The Phase 1 Furniture, Fixtures and Equipment budget is \$376,473.

With this \$60,825 reduction, the Phase 1 remaining FF&E budget = \$315,648

Staff Recommendation:

Approve Motion to forward FF&E Reduction to County Board

Attachments:

- Bradford Systems Proposal 39766 Final Rev 1 3 24
- Bradford Systems Layout Final 12 15 23



Kendall County Clerk's Office Fixed Shelving and Mail Sorter Revised 1-3-24

Prepared for:
Brian Kronewitter
Cordogan Clark

Kendall County Clerk's Office
111 Fox Street
Yorkville, IL 60560

Submitted by:
Bob Fanello
847-344-9207
bob@bradfordsystems.com

January 3, 2024
BSC Project #39766

Bradford Systems Corporation is a qualified Sourcewell Contract provider and is proposing the following Spacesaver equipment and related services through:

Contract # 121919-KII

Kendall County Sourcewell Member #132984

Corporate Headquarters
945 North Oaklawn Ave
Elmhurst, IL 60126

630.350.3453 office
630.350.3454 fax

Indiana Office
6231 Coffman Rd
Indianapolis, IN 46268

317.895.0670 office
317.895.0672 fax

Central Illinois
125 Thunderbird Lane
East Peoria, IL 61611

636.343.1515 office
636.343.3588 fax

Wisconsin Office
201 North Main Street
Fort Atkinson, WI 53538

630.350.3453 office
630.350.3454 fax

Missouri Office
10979 Lin Valle Drive
Saint Louis, MO 63123

636.343.1515 office
636.343.3588 fax

January 3, 2024

Brian Kronewitter
Kendall County Clerk's Office
111 Fox Street
Yorkville, IL 60560

Dear Mr. Kronewitter:

On behalf of Bradford Systems Corporation, I would like to thank you for the opportunity to present this revised proposal. Based on our meeting September 20th with the group from Kendall County, the following solution has been updated and tailored to meet their storage needs. In this Final Revision, we have removed all the carts 48" wide U5 & U6. Installation has been changed to prevailing wage per request.

We value the opportunity to present our unique capabilities, and look forward to showing you why thousands of clients over the last 55 years have chosen Bradford Systems Corporation to help them solve their most challenging storage dilemmas.

If you have any questions regarding this revised proposal or if we can make any changes to better accommodate your needs or requirements, please call me at 847-344-9207.

Again, thank you for your consideration.

Sincerely,



Bob Fanello
Storage Planner

Bradford Systems Corporation
945 North Oaklawn Avenue
Elmhurst, IL 60126
(m) 847-344-9207
bob@bradfordsystems.com

Kendall County Clerk's Office

Project #39766

Storage Room 110 – Elevations U1, U2 and U3 - Spacesaver Four Post Fixed Shelving Storage Solution:

- 1 Fixed shelving range (to sit directly on the floor), 24" deep x 4'6" long x 85-1/4" high, elevation U1
- 1 Fixed shelving range (to sit directly on the floor), 24" deep x 7' long x 85-1/4" high, elevation U3
- 1 Fixed shelving range (to sit directly on the floor), 24" deep x 8' long x 85-1/4" high, elevation U2
- 1 Fixed shelving range (to sit directly on the floor), 24" deep x 3'6" long x 85-1/4" high, elevation U3

Shelving Components:

- 3 Four-post single-entry shelving sections, 24" deep x 42" wide x 85-1/4" high
- 2 Four-post single-entry shelving sections, 24" deep x 48" wide x 85-1/4" high
- 1 Four-post single-entry shelving section, 24" deep x 54" wide x 85-1/4" high
- Standard Shelves with heavy-duty shelf supports and reinforcements
- 6 Front bases, 2-3/4" high

Staging/Work Area 106 – Elevation U4 - Spacesaver Four Post Fixed Shelving Storage Solution:

- 2 Fixed shelving ranges (to sit directly on the floor), 24" deep x 16' long x 85-1/4" high, elevation U4

Shelving Components:

- 8 Four-post single-entry shelving sections, 24" deep x 48" wide x 85-1/4" high
- Standard Shelves with heavy-duty shelf supports and reinforcements
- 8 Front bases, 2-3/4" high

Staging/Storage 001 – Elevation U8 - Spacesaver Four Post Fixed Shelving Storage Solution:

- 1 Fixed shelving range (to sit directly on the floor), 24" deep x 27' long x 35-3/4" high with solid surface countertops
- 1 Fixed shelving range (to sit directly on the floor), 48" deep (back-to-back) x 12' long x 35-3/4" high with solid surface countertops
- 2 Fixed shelving ranges (to sit directly on the floor), 24" deep x 9' long x 35-3/4" high with solid surface countertops

Shelving Components:

- 15 Four-post single-entry shelving sections, 24" deep x 36" wide x 35-3/4" high
- 8 Four-post back-to-back single-entry shelving sections, 24" deep x 36" wide x 35-3/4" high
- Standard Shelves with heavy-duty shelf supports and reinforcements
- 23 Front bases, 2-3/4" high
- 4 solid surface countertops

Kendall County Clerk's Office

Project #39766

Staging/Storage 001 – Elevation C1-Spacesaver Cantilever Fixed Shelving Storage Solution:

- 1 Wall hung cantilever shelving range, 15” deep x 30’ long x 30” high, elevation C1
- 1 Wall hung cantilever shelving range, 15” deep x 9’ long x 30” high, elevation C1

Shelving Components:

- 13 Cantilever wall hung shelving sections, 15” deep x 36” wide x 30” high
- 2 Cantilever plain adjustable shelves with end brackets per each section

Staging/Storage 001 – Elevation U7 - Spacesaver Four Post Fixed Shelving Storage Solution:

- 3 Fixed shelving range (to sit directly on the floor), 30” deep x 21’ long x 76-1/4” high

Shelving Components:

- 21 Four-post double-entry shelving sections, 30” deep x 36” wide x 76-1/4” high
- Standard Shelves with heavy-duty shelf supports and reinforcements
- 42 Front bases, 2-3/4” high

Staging/Storage 001 – Elevation WS1 - Spacesaver Wide Span Shelving System:

- 1 range of RptoRAC wide span shelving, 36” deep x 16’ long x 96” high

Shelving Components:

- 2 Wide span shelving sections, 36” deep x 96” wide x 96” high
- Standard duty beams and solid metal decking

Kendall County Clerk's Office
Project #39766

Project Investment:

Shelving Materials List	\$37,817.25	
Less Shelving Discount (42.9%)	<u>-\$16,223.60</u>	
Shelving Materials Net		\$21,593.65
Cantilever Materials List	\$3,216.50	
Less Cantilever Discount (42.9%)	<u>-\$1,379.88</u>	
Cantilever Materials Net		\$1,836.62
Storage Materials List	\$5,033.00	
Less Storage Discount (42.1%)	<u>-\$2,118.89</u>	
Storage Materials Net		\$2,914.11
Materials off Contract		<u>\$18,080.00</u>
Total Materials		\$44,424.38
Prevailing Wage Installation		\$11,850.00
Freight		<u>\$2,930.00</u>
Total		\$59,204.38*

***If non-union installation is preferred, deduct \$4,320.00 from the above total.**

***Please review drawings for layout and elevation details.**

Mail Sorter Unit – Hamilton Casework Solutions (Standard Finish)

- S3-24 Standard Size Sort Module
15 adjustable sliding shelves for 18 slots
36-7/16"W x 12-7/8"D x 24"H

Total Materials (Standard Finish)	\$1,270.00
Freight	<u>\$350.00</u>
Total	\$1,620.00
Combined Total	\$60,824.38

***Lead Time 14 Weeks**

Notes:

1. **Sales tax will be charged unless Bradford Systems is provided with a tax exempt or resale certificate.**
2. *The above quote is based on the drawings.*
3. *A non-refundable down payment of one-third (1/3) of the contract, is due upon order. A payment of 1/3 is due upon shipment and 1/3 payment upon completion.*
4. *This agreement is based on a normal eight hour working day Monday through Friday and no provisions have been made for overtime or shift premium pay. If overtime is required, additional costs will be incurred.*
5. **Pricing valid for 30 days.**

Kendall County Clerk's Office
Project #39766

1. Purchase orders should be made out to the following:
Bradford Systems Corporation
945 North Oaklawn Avenue
Elmhurst, IL 60126
2. Purchase orders may be sent via:
 - Email: purchaseorders@bradfordsystems.com
 - USPS: 945 North Oaklawn Avenue, Elmhurst, IL 60126
 - Facsimile: (630) 350-3454
3. Please send the following in conjunction with your purchase order:
 - Reference BSC project # 39766 on your purchase order
 - Project Information Sheet
 - Signed copy of the proposal and project drawings

Kendall County Clerk's Office
Project Implementation Information
Project #39766

Purchase Order Information:

P.O. #: _____

Approved by: _____

Project Selections:

Solid Surface Countertops: Wilsonart Masoned Concrete___ (WilsonArt Series 60)
Four-Post Shelving: Frost_____ (See 8 Standard Finishes)
Cantilever Shelving: Frost_____ (See 8 Standard Finishes)
Wide-Span Shelving: Frost_____ (See 8 Standard Finishes)
Mail Sorter Standard Finish

Delivery Information:

Delivery Address: _____

Delivery Contact Name: _____

Contact Phone Number: _____

Truck or Delivery Time Restrictions: _____

Delivery Dock: Yes No _____

Freight Elevator: Yes No _____

Order Acknowledgement/Billing Information:

Order Acknowledgement Required? Yes No _____

Billing Address: _____

Billing Contact Name: _____

Contact Phone Number: _____

Contact Email Address: _____

Installation Information:

Installation Address: _____

Floor/Room: _____

Requested Installation Date: _____

Move Date: _____

Construction Schedule Available: Yes No _____

Client Provided Dumpster Available: Yes No _____

Are There Security Requirements: Yes No _____

Parking: Permission/Permits: Yes No _____

Certificate of Insurance Required: Yes No _____

General Contractor Name/Phone: Yes No _____

STANDARD TERMS AND CONDITIONS

1. **GENERAL:** These terms and conditions shall apply to sales from Bradford Systems Corporation to Buyer and to any quotation by Bradford Systems Corporation for sales. These terms and conditions shall not be superseded by any terms and conditions in Buyer's order except as otherwise specifically agreed in writing executed by all parties to this agreement. The paragraph headings contained herein are for purposes of reference only and are not to be considered in the interpretation of any clauses contained herein. This agreement may be executed in counterpart and a copy of this agreement shall be as binding as is the original.
2. **ENGINEERING:** The proposal drawings and/or specifications of any quotation are confidential engineering data, and represent Bradford Systems Corporation investment in engineering skill and development, and remain the property of Bradford Systems Corporation. Such are submitted with the understanding that the information will not be disclosed or used in any manner detrimental to Bradford Systems Corporation. All specifications and dimensions of proposal drawings are approximate, and are subject to changes during detailed engineering.
3. **SURVEYS, PERMITS AND REGULATIONS:** Buyer shall procure and pay for all permits and/or inspections required by any governmental authority for any part of the work performed by Bradford Systems Corporation, except as otherwise stated.
4. **PAYMENT:** This system has been specially designed and will be specially manufactured for the Buyers unique requirements. A non-refundable down payment of one-third (1/3) of the contract is due upon order. A payment of 1/3 is due upon shipment and 1/3 payment upon completion. One and one-half (1-1/2) percent interest per month will be charged on any unpaid balance after thirty (30) days. If the installation is not entirely complete upon final invoicing, a holdback of reasonable value is allowed without incurring interest charges. A 4% convenience fee will be applied to all orders paid with a credit card.
5. **TAXES:** All applicable sales taxes, as required by law, will be billed, unless Bradford Systems Corporation has a current Tax Exempt Letter or Resale Certificate on file.
6. **EXPIRATION DATE:** Pricing is valid for thirty (30) days. After thirty days, a new proposal and revised pricing may be required.
7. **CANCELLATION:** On all canceled orders, Buyer shall compensate Bradford Systems Corporation for its performance, commitments and damage as follows; Buyer shall pay Bradford Systems Corporation a cancellation fee not to exceed the original purchase price.
8. **CHANGE ORDERS:** Should the Buyer order changes or additions to the work, such orders and adjustments shall be made in writing to Bradford Systems Corporation utilizing Bradford's formal change order document. The contract price and installation/delivery fees shall be adjusted according to the changes in the work specified in the change order.
9. **INSURANCE:** Bradford Systems Corporation's employees who enter Buyer's premises will have Workmen's Compensation coverage in statutory limits and Bradford Systems Corporation's automobiles will be covered by Public Liability and Property Damage Insurance.
10. **DELIVERY:** Installation or delivery date is approximate. Bradford Systems Corporation shall not be liable for delays in or failures of delivery due to changes requested by Buyer, or causes beyond its control. If shipment is delayed at the request of Buyer, payment shall be made by Buyer as though shipment had been made as specified and for any expenses incurred by Bradford due to Buyer's request in delaying shipment.
11. **STORAGE:** If product is stored for more than thirty (30) days at Bradford Systems Corporation due to delays in delivery caused by buyer, Bradford will charge buyer at the rate of 1% of buyer's invoice per month pro-rated daily.
12. **DAMAGE:** After product arrival at site, any loss or damage by weather, other trades, fire or other elements, shall be the responsibility of the Buyer. The Buyer agrees to hold Bradford System Corporation harmless for loss for such reasons.
13. **BUYER RECEIVING:** If the Buyer receives product for any reason, the Buyer is responsible for checking the product during off-load and noting on the packing slip any damage or possible damage and notifying Bradford Systems Corporation immediately. If Bradford does not receive a written notice and copy of the packing slip within twenty-four (24) hours, the Buyer agrees to pay any additional replacement product and delivery costs if a freight claim cannot be awarded.
14. **SITE CONDITIONS:** Buyer shall provide Bradford Systems Corporation with a free and clear construction site. Buyer shall remove all material and/or construction from the area. Buyer will furnish Bradford with adequate electrical power to operate tools required for the installation.
15. **UNLOADING, SPOTTING AND STORAGE:** Buyer shall provide Bradford Systems Corporation with adequate unloading facilities and sufficient access to same to insure Bradford's efficient unloading procedure. Adequate aisles shall be provided by the Buyer to provide efficient handling of the materials from the unloading of storage area to construction site.
16. **COMMENCEMENT OF INSTALLATION:** Bradford Systems Corporation will not be obligated to commence work at job site until receipt of written notice from Buyer that Buyer's building is ready for use and necessary utilities and equipment are supplied thereto.

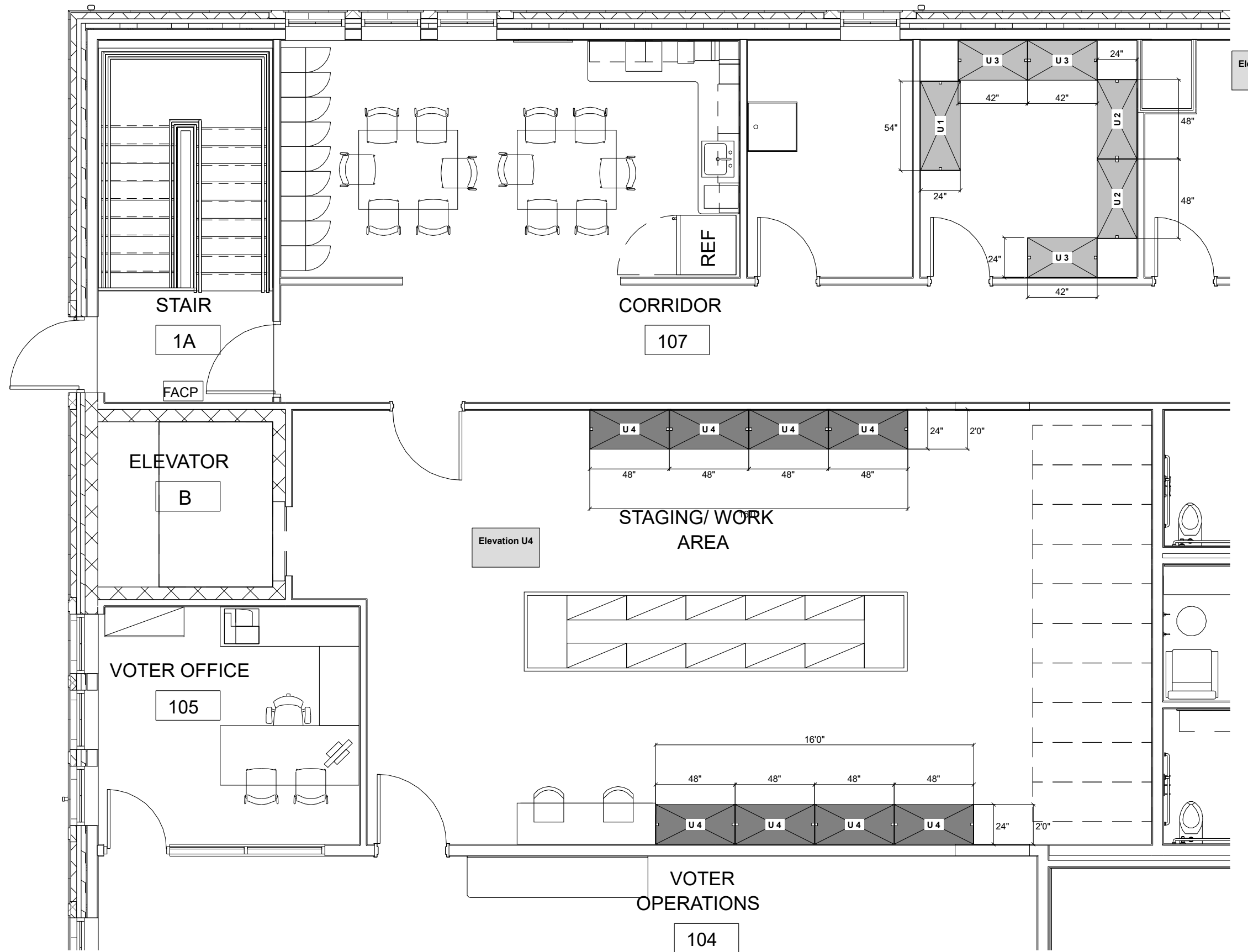
17. **COMPLETION:** Installation shall be deemed completed upon acceptance or use of any equipment by Buyer.
18. **OVERTIME:** This agreement is based on a normal eight hour working day Monday through Friday and no provisions have been made for overtime or shift premium pay. If overtime is required, additional costs will be incurred.
19. **TESTING:** All material and equipment for testing the installation shall be provided at Buyer's expense. At the time when Bradford Systems Corporation states to the Buyer that the work is complete, the Buyer will inspect the work and if the work is in conformity with the terms and provisions of the proposal, the Buyer shall accept the same and deliver to Bradford a signed statement of acceptance. If the Buyer declines to sign such a statement, then the Buyer shall immediately inform Bradford in writing of the reasons for such declination. If the Buyer fails to so notify Bradford of if the Buyer fails to make such inspection the work shall be conclusively deemed to have been accepted by the Buyer.

PROJECT TERMS AND CONDITIONS

1. **FLOOR COVERING:** If Bradford Systems Corporation is not the contractor for the installation of the floor covering, Buyer's floor covering contractor is responsible for coordinating floor covering installation after Bradford installs system rail and floor.
2. **FLOOR LOADING:** Buyer is responsible for the load bearing capacity of the floor upon which the proposed installation shall be constructed. Floor load data that applies to the project is subject to interpretation by a certified structural engineer. BSC is providing reference data for determining load and distribution conditions. Floor load and considerations are to be reviewed and evaluated by a qualified engineer. It is the responsibility of client to have this system approved for the floor loading if needed. If media weight is unknown; we recommend a sample weight be verified in the field.
3. **FLOOR DRILLING:** Buyer is responsible to notify Bradford Systems Corporation of any electrical or other obstructions located in the floor and Buyer is responsible for relocating said obstructions at Buyer's expense. Anchoring and/or hammer drilling may be required to which it is the Buyers responsibility to notify Bradford if there are any building restrictions on when this work may be performed.
4. **SEISMIC:** Buyer is responsible for determining if a seismic evaluation is necessary at which Bradford Systems Corporation will provide all equipment information for a seismic evaluation by an engineer if applicable.
5. **FIRE CODE:** Fire code typically requires an 18" minimum clearance between installed height of shelving system and any sprinkler system. It is the Buyer's responsibility to verify that the proposed shelving system height meets this requirement prior to the placement of purchase order.
6. **SPACESAVER WARRANTY:** A 5-year standard warranty and 1-year scheduled maintenance are included with your installation. Extended warranty and maintenance agreements are available upon request.
7. **SPACESAVER SYSTEM TRAINING & ORIENTATION:** Bradford Systems Corporation offers training to all potential users to insure safe and efficient system operation upon the Buyer's request.

Client Signature	Title	Date
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Elevations U1, U2 and U3
Alt: 1

Elevation U4

PLAN VIEW



Project Name: **KENDALL COUNTY NEW CLERK BUILDING**

Salesperson:
FANELLO, BOB

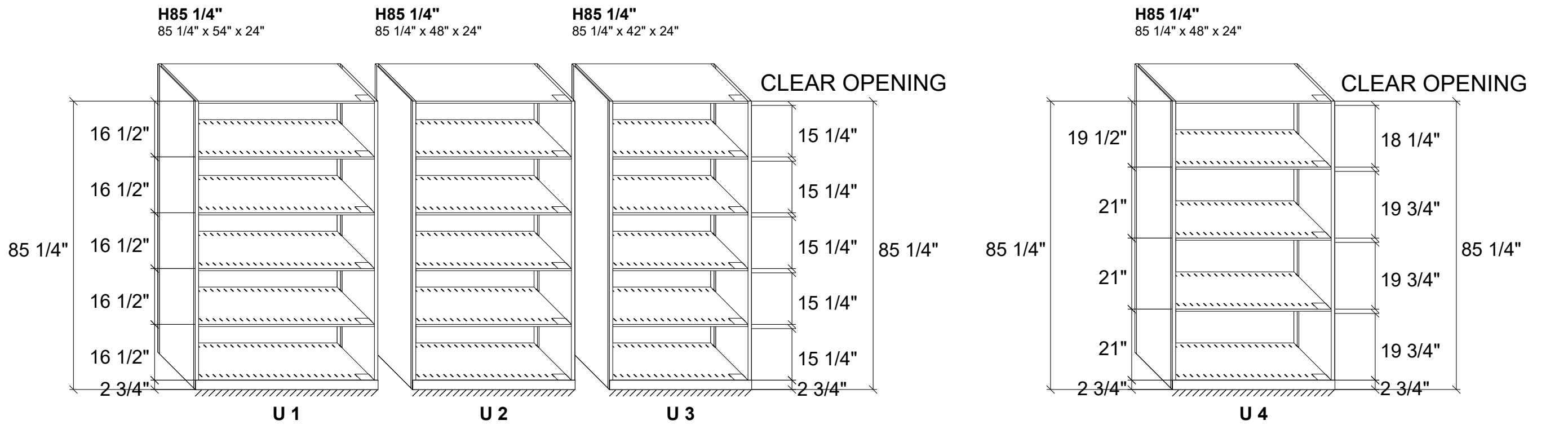
Scale
3/16" = 1'

Rev level:
A

Project #:
39766
Drawn by:
RM
Date Printed:
12/15/2023

APPROVAL
This drawing Approved By:

Date: _____



 STAGING / 110

 STAGING/WORK AREA

BASE & INTERMEDIATE SHELF = STD-H = STANDARD SLOTTED SHELF ON HEAVY-DUTY SHELF SUPPORTS
TOP SHELF = STANDARD PLAIN SHELF ON HEAVY-DUTY SHELF SUPPORTS

ELEVATION



Project Name: **KENDALL COUNTY NEW CLERK BUILDING**

Salesperson:
FANELLO, BOB

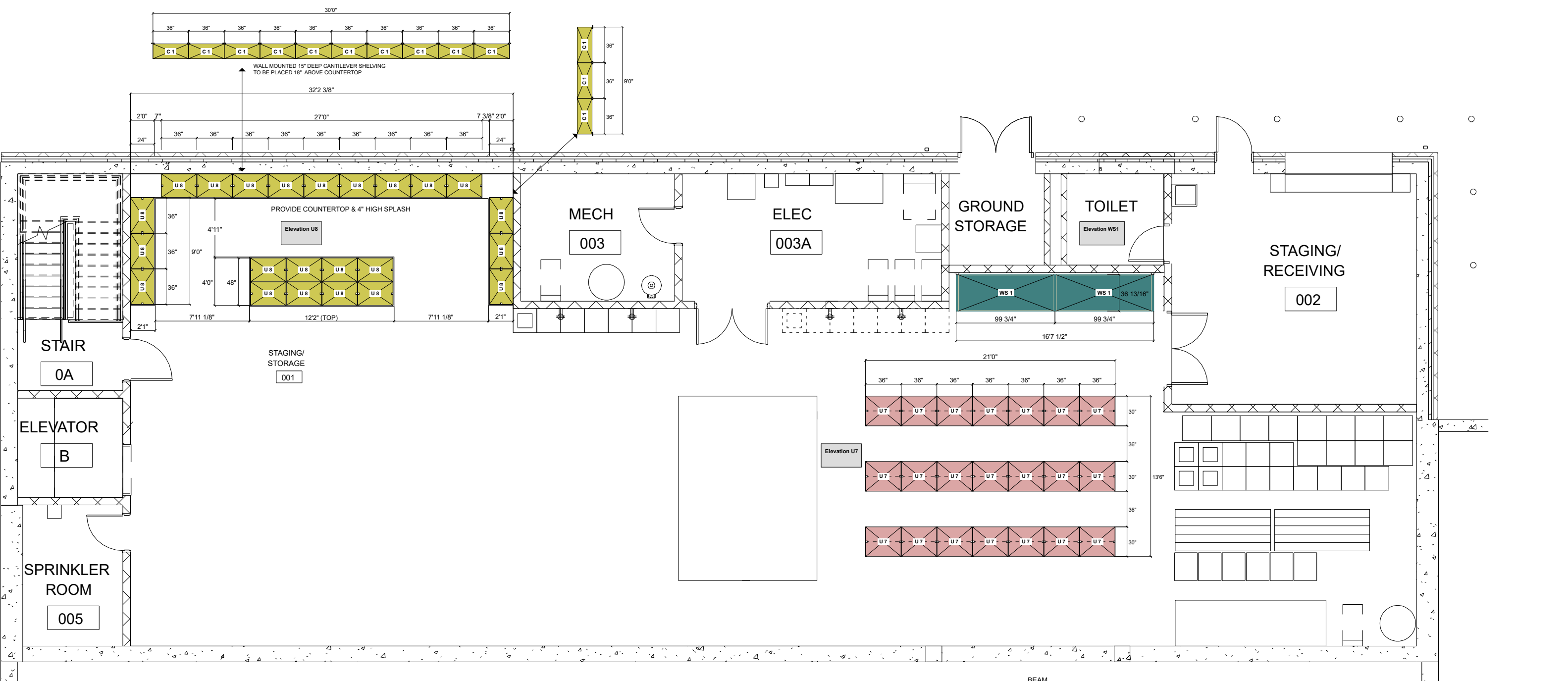
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3/8" = 1'

Rev level:
A

Project #:
39766
Drawn by:
RM
Date Printed:
12/15/2023

APPROVAL
This drawing Approved By:

Date: _____



PLAN VIEW

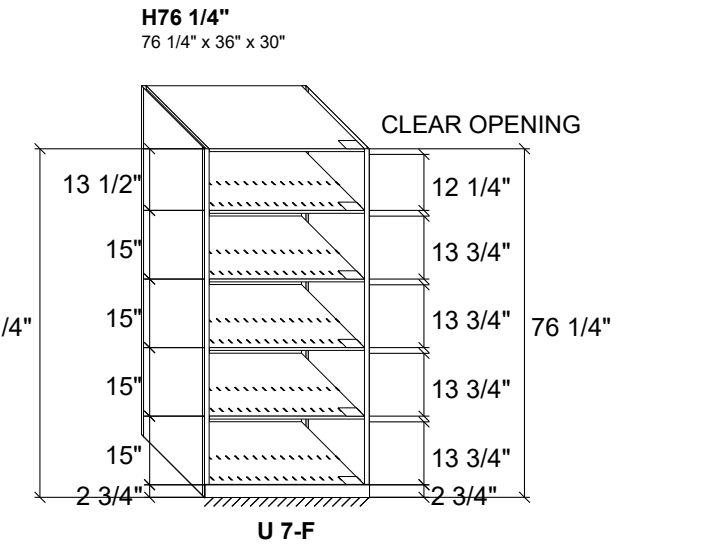
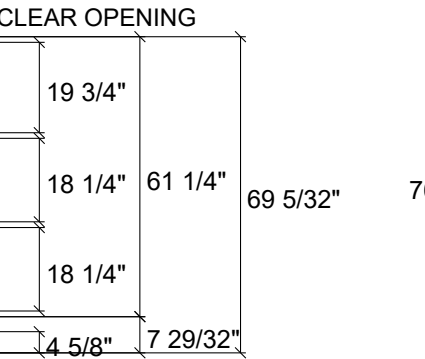
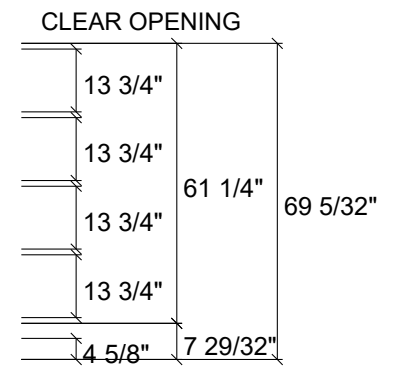


Project Name: **KENDALL COUNTY NEW CLERK BUILDING**
 Salesperson: **FANELLO, BOB**

Scale: **1/8" = 1'**

Rev level: **A**

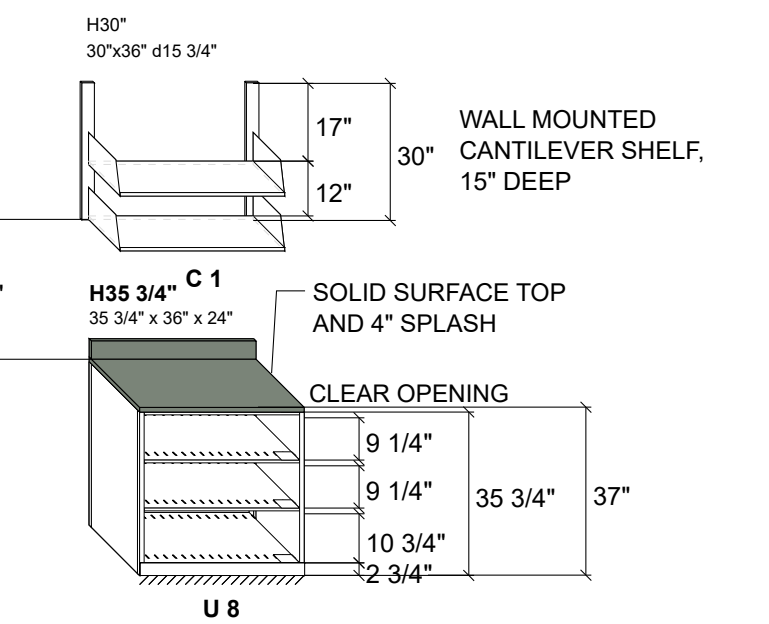
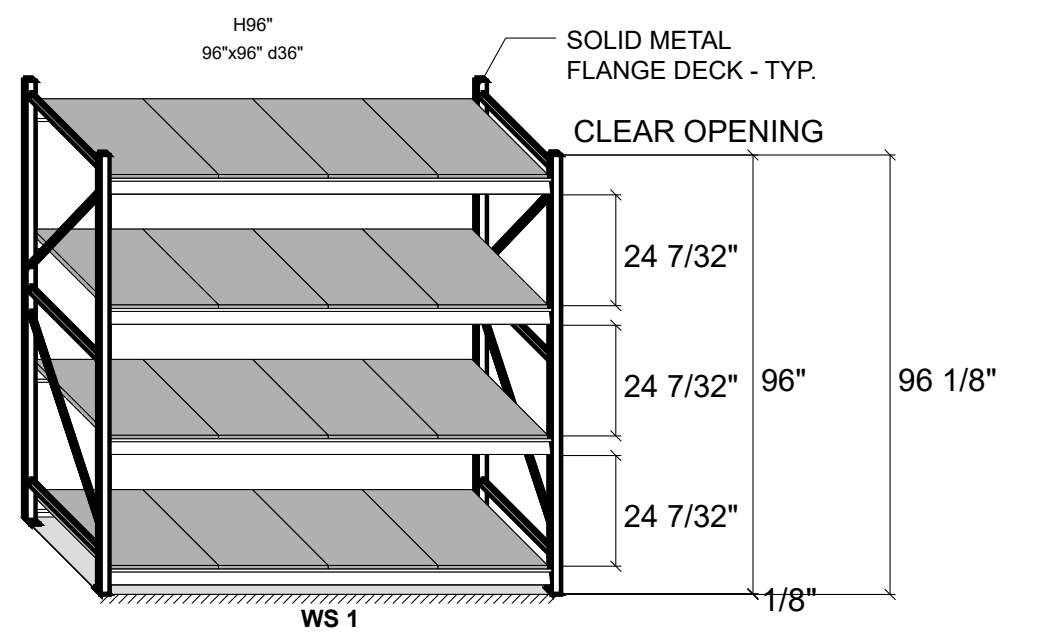
Project #: **39766**
 Drawn by: **RM**
 Date Printed: **12/15/2023**
 APPROVAL
 This drawing Approved By: _____
 Date: _____



■ ELEVATION

■ ELEVATION

■ ELEVATION



■ WIDE SPAN RACK

■ ELEVATION



Project Name: KENDALL COUNTY NEW CLERK BUILDING

Salesperson:
FANELLO, BOB

Scale
1:42

Rev level:
A

Project #:
39766
Drawn by:
RM
Date Printed:
12/15/2023

APPROVAL
This drawing Approved By:

Date: _____



Kendall County Agenda Briefing

Meeting Type: Facilities and Technology
Meeting Date: 2/5/2024
Subject: Phase 1 Storage & Distribution Carts Procurement
Prepared by: Dan Polvere, Facilities Director
Department: Facilities Management

Action Requested:

Discuss reimbursement of Election Fund out of remaining FF&E Budget for purchase of PrintElect EZ 3000 Carts.

Board/Committee Review:

NA

Fiscal impact:

To be determined

Background and Discussion:

The County Clerk identified an alternative storage process for voter equipment that would improve their voter operations. The Clerk has procured 50 PrintElect EZ 3000 Carts at a total cost of \$110,000 from the Election Fund, which is spendable at the Clerk’s discretion. These carts replace previously proposed Bradford storage systems for the County Building 2 basement. Additional Bradford systems were added after original design, however staff believes there will still be a net savings of approximately \$8,000. Because these storage items were originally included in the building budget, staff proposed reimbursing the Election Fund at the conclusion of the project any remaining funds allocated from FF&E. Staff will bring the final amount of reimbursement to the Committee once those items are procured.

Staff Recommendation:

Concurrence to reimburse the Election Fund remaining FF&E funds for the procurement of 50 PrintElect EZ 3000 Carts by the County Clerk.

Attachments:

PrintElect Proposal, Sole Source Letter Cart Graphic and Layout



QUOTATION

PO Box 13216 · New Bern, NC 28561
 800.682.4500 (Toll Free) · 252.637.9320 (Fax)
 www.printelect.com

DATE: 08.22.2023 QUOTE BY: Ben Hudson

CUSTOMER INFORMATION:

ELECTION AUTHORITY Kendall County Elections
 CONTACT Dan Polvere
 ADDRESS
 CITY
 STATE
 ZIP
 EMAIL ADDRESS

Qty	Item #	Name	Price	Total
50	2251-99	EZ Cart 3000, with integrated ramp	\$2,005.00	\$100,250.00
		Shipping via approx. 3 freight trucks (staggered delivery), from dock to dock		
		Lead time - first shipment of 17 units in 8 weeks; weekly shipments of 17 units per week thereafter if not sooner		
		Deposit: 50% due at time of order		
			Sub Total	\$100,250.00
			Shipping & Handling	\$9,058.00
			Taxes (%)	\$0.00
			TOTAL	\$109,308.00

Comments: Quote valid for 15 days. Please not
 estimated production schedule from date of signed
 PO issuance.

Office Use Only:

Thank you for the opportunity to work with you!

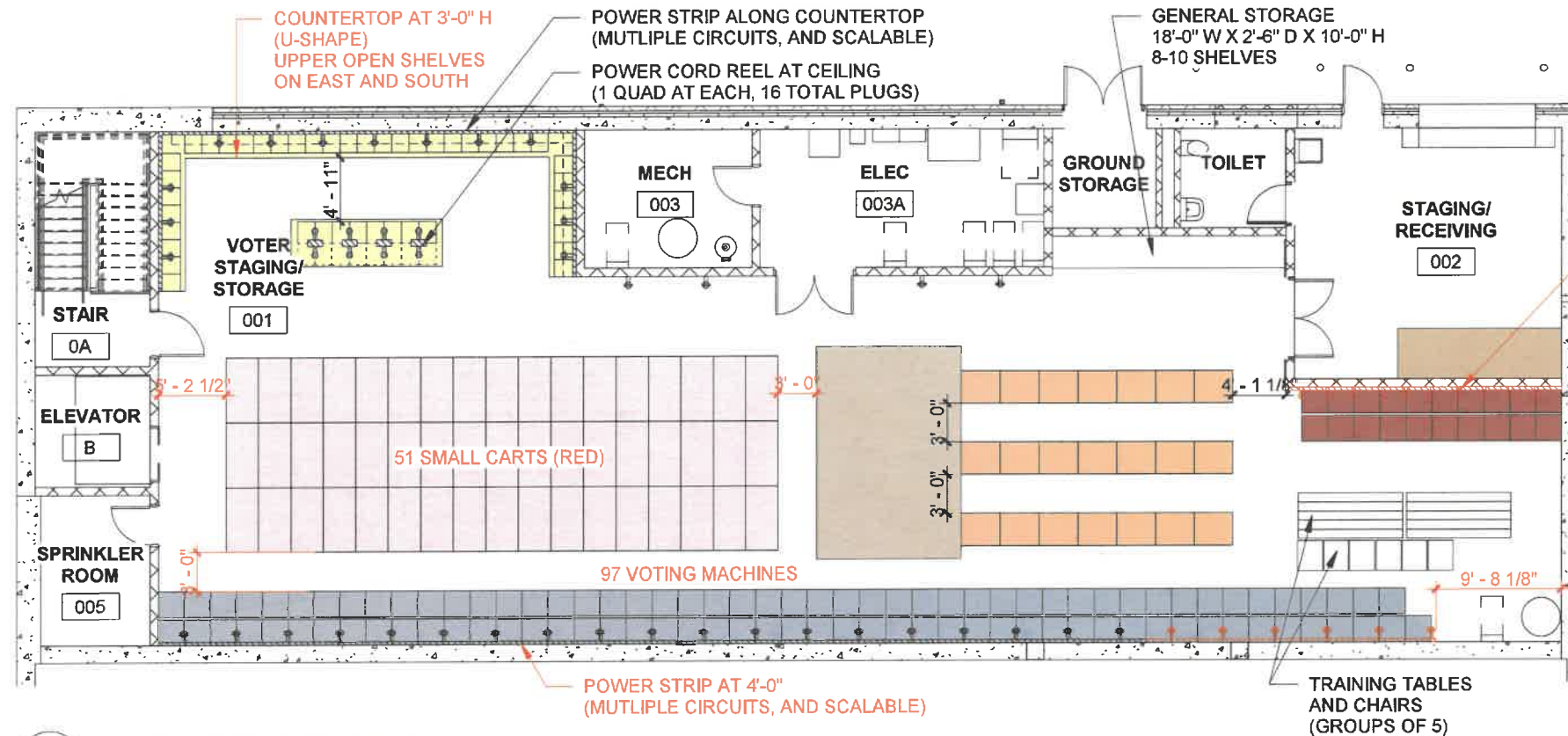


Shop Election



2 / 3





POWER STRIP AT 4'-0"
(MULTIPLE CIRCUITS,
AND SCALABLE)



EZ Cart 3000 Security Truck
\$1875.00
540R-250-171
Categories: Equipment > Equipment > Storage > Security Carts
Tags: Election Carts, Election Security Carts

USE: VOTING
MACHINES, BLUE
BAGS, ETC.

TYPE: STANDING
EQUIPMENT- MOBILE

DIMENSIONS:
5'-0"W X 2'-6"D X 5'-6"H

PROPOSED QTY: 51



Voter's Choice EZ Cart 4000
\$4000.00
5902-2200-001
Categories: Equipment > Equipment > Storage > Security Carts
Tags: Election Carts, Election Security Carts

USE: VOTING
MACHINES, BLUE
BAGS, ETC.

TYPE: STANDING
EQUIPMENT- MOBILE

DIMENSIONS:
6'-0"W X 2'-4"D X 6'-0"H

PROPOSED QTY: NOT
USED

1 VOTER STAGING/ STORAGE
3/32" = 1'-0"



USE: COMPUTERS

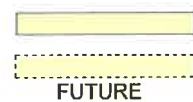
TYPE: SOLID COUNTER WITH
ADJUSTABLE SHELVES -
FIXED

PROPOSED DIMENSIONS:
58LF X 3'-0" H
3 SHELVES

PROPOSED QTY:
120 COMPUTERS

EXISTING QTY:
100 COMPUTERS

FUTURE/ POTENTIAL: 36
COMPUTERS



USE: BLUE BAGS

TYPE: SOLID SHELF UNITS
WITH CASTERS - MOBILE

PROPOSED DIMENSIONS:
6'-0" W X 2'-0" D X 6'-0" H
3 SHELVES

PROPOSED QTY: 6 PER UNIT

TOTAL QTY: 27 UNITS
162 BLUE BAGS

EXISTING QTY:
156 BLUE BAGS



USE: WHITE BOXES

TYPE: SOLID SHELF UNITS
WITH CASTERS - MOBILE

PROPOSED DIMENSIONS:
6'-0" W X 2'-0" D X 6'-0" H
4 SHELVES

PROPOSED QTY: 18 PER UNIT

TOTAL QTY: 9 UNITS
162 WHITE BOXES



USE: VOTING MACHINES -
VOTERS WORK ROOM

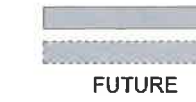
TYPE: STANDING EQUIPMENT-
MOBILE

EXISTING DIMENSIONS:
2'-0" W X 2'-0" D X 3'-3" H

PROPOSED QTY: 100 UNITS

EXISTING QTY: 97 UNITS

FUTURE/ POTENTIAL: 3 UNITS



BASEMENT FLOOR - STAGING/ STORAGE PG1 - REVISION 3

01/04/24
05.02





Kendall County Agenda Briefing

Meeting Type: Facilities and Technology
Meeting Date: 2/5/2024
Subject: Phase 1 Office & Lobby Furniture Procurement
Prepared by: Dan Polvere, Facilities Director
Department: Facilities Management

Action Requested:

Review & Approve Phase 1 Office & Lobby Furniture Procurement

Board/Committee Review:

NA

Fiscal impact:

The current cost is estimated at \$307,500 via the TIPS government co-op. The purchase is included in the Lost Revenue Fund budget for County Building No. 2.

Background and Discussion:

Corogan Clark's interior group designed office and lobby furniture as depicted on the attached Phase 1 Furniture Plan. The Phase 1 total Furniture, Fixtures and Equipment budget is \$376,473. Staff has identified a co-op from which the furniture can be purchased. The total price for the furniture is estimated at \$307,500. With the inclusion of the proposed Bradford System purchase, the total expenditure on Furniture, Fixtures and Equipment would total \$368,325.

Staff Recommendation:

Approve Motion to forward Phase 1 office and lobby furniture proposals to the County Board.

Attachments:

- Phase 1 Furniture Plans
- Phase 1 Lacasse Proposal re: Office & Lobby Furniture.
- Phase 1 Right Angle Proposal re: Training Tables & Chairs.



Kendall County
ILLINOIS

PH1 CLERK BUILDING

FURNITURE PLANS

JANUARY 30, 2024





Lacasse
Metal Lateral Files
104: 6 Qty 3H, 36Wx18Dx40-1/16H
106: 8 Qty 3H, 36Wx18Dx40-1/16H
118: 5 Qty 3H, 36Wx18Dx40-1/16H
with laminate top (against the wall)
118: 8 Qty 4H, 36Wx18Dx53-3/8H
with laminate top
123: 2 Qty 4H, 36Wx18Dx53-3/8H
with laminate top



Lacasse
400E 30x60" Desk
with B/B/F Pedestal
Freestanding Screen 66"H



Lacasse 400E - Height Adjustable Desks
36x84W Desk B/F
36x72W Desk B/F (Office 105)
24x48W Return (with power module)
24Dx84W Credenza Lateral File
24Dx84W Credenza Lateral File (105)
Pencil Drawer
Wall-Mount Tackboard 72Wx21H
Wall-Mount Hutch 16Dx72Wx22H
4H Lateral File 36Wx20Dx58H



Lacasse Paradigm Cubicles
Metal Mobile BBF with
Multi-unit Pedestal Lateral each
42H Panels/29H Panels (hardwired)
104: Adj Height Table 29x64", 24Dx84W
118: Adj Height Table 29x64", 24Dx84W
123: Adj Height Table 29x64", 20Dx84W



Lacasse
Sonoma Lounge Chair
Pouf Ottoman 24" Dia
with laminate top
Upholstered



Height Adjustable
Tables (plug-in)
(104, 118, 123 cubicles)



Lacasse Sonoma
Loveseat
Upholstered



Lacasse
Brylee 2.0 Guest Chair
Uphol Seat & Back
Arms
No Arms (108 only)
Casters



Lacasse
Cube200
Square Table
24Wx24Dx17H



Lacasse
Upswing Task Chair
Mesh Back
Uphol Seat, Arms



Lacasse
Quorum Table
Angled Legs
108: 48x60"
120: 36x36"
125: 42x72" w/ power



Lacasse
Rackup Stool
Armless
Uphol Seat



KENDALL C.C. BLDG

Project number : GL-50066
 Quotation number: 50066 TIPS Contract # 210305
 02-01-2024 REV11
 EXP 02-29-2024

Line	Product number	Description	Cat SC	Qty	Cost \$	Ext. Cost \$
101-LOBBY						
1	CU2B1M-E8	CUBE 200 - Single-section Base (Legs)	ARO	6	228.00 \$	1,368.00 \$
2	CU2-TF	CUBE 200 - Legless Unit without Access	ARO	6	334.80 \$	2,008.80 \$
3	SO2-E8-GR1	SONOMA - Upholstered Lounge Loveseat w/ Metal Legs	ARO	2	1,814.40 \$	3,628.80 \$
4	SO1-E8-GR1	SONOMA - Upholstered Lounge Armchair w/ Metal Legs	ARO	12	1,455.60 \$	17,467.20 \$
5	RK52-E3-M??-GR1-ST-P -NB-HDW	Stool, no arms, mesh backrest	UNN	1	646.20 \$	646.20 \$
					<u>25,119.00\$</u>	
103- TRAINING						
6	RK03-E3-M??-GR1-HDW -FA-DP	Nesting chairs, with arms, mesh backrest, 2-pack	UNC	15	792.60 \$	11,889.00 \$
					<u>11,889.00\$</u>	
104- VOTER OPERATIONS						
7	LGC-DR20P	Storage drawer	LUA	6	131.40 \$	788.40 \$

Line	Product number	Description	Cat SC	Qty	Cost \$	Ext. Cost \$
8	UP13-E3-M??-GR1-SYN- P-AB-HDW-HA8	Task chair, with arms, mesh backrest	UNC	6	499.20 \$	2,995.20 \$
9	RID??-183028CO	Metal multi unit, file drawer on right, 30"W, 18"D, 27 7/8"H,	SSF	6	1,233.00 \$	7,398.00 \$
10	RID??-183641LF3	Metal lateral file, 3-high, 36"W, 18"D, 40 1/16"H,	SSF	6	1,020.60 \$	6,123.60 \$
11	KMPM-1519-3	Mobile pedestal w/ metal fr., B/B/F, 18 7/8D	PAU	6	532.80 \$	3,196.80 \$
12	KUR-2484-1-G	Std. rect. surf., TFL, grommet, 24Dx84W	PAU	6	342.00 \$	2,052.00 \$
13	KER3-C1-?	3-circ., duplex receptacles, circuit #1, pack of 10	PAU	1	201.00 \$	201.00 \$
14	KER3-C2-?	3-circ., duplex receptacles, circuit #2, pack of 10	PAU	1	201.00 \$	201.00 \$
15	KVWS-30	Wall starter, 29 7/8H	PAU	2	67.20 \$	134.40 \$
16	KPMA-3042-3P	Acoust. panel, pwr. 3-circ., 29 7/8Hx42W	PAU	12	529.80 \$	6,357.60 \$
17	KVET-42	End-of-run trims, full height, 42 1/4H	PAU	7	116.40 \$	814.80 \$
18	KVPLA-42-30	L junction kit, variable height, 42 1/4H lowering to 29 7/8H	PAU	2	138.00 \$	276.00 \$

Line	Product number	Description	Cat SC	Qty	Cost \$	Ext. Cost \$
19	KVPTA-42-30	T junction kit, var. height type A, 42 1/4H lowering to 29 7/8H	PAU	4	87.60 \$	350.40 \$
20	KPMA-4242-NN	Acoust. panel, non-pwr., 42 1/4Hx42W	PAU	6	462.60 \$	2,775.60 \$
21	KPMA-4248-NN	Acoust. panel, non-pwr., 42 1/4Hx48W	PAU	6	508.20 \$	3,049.20 \$
22	KACB-P-2	Standard cantilever brackets, pair	PAU	3	81.60 \$	244.80 \$
23	KAPB-2	Panel brackets, pair	PAU	9	31.80 \$	286.20 \$
24	KEB3-S-6	3-circ., hardwire base feed	PAU	2	162.00 \$	324.00 \$
25	KEJ3-G	3-circ., jumpers for electrified junction, type G	PAU	4	61.20 \$	244.80 \$
26	T1NN?-RCA2964GC	RECT HEIGHT ADJ TABLE - 1" thermofused lam w/smooth edge, matching edge color, 29x64"	QMU	6	1,491.60 \$	8,949.60 \$
					<u>46,763.40\$</u>	

105- CLOSED OFFICE

27	BL32C-E3-GR1-APW	Guest/stack chairs, with arms, on casters	UNN	2	373.80 \$	747.60 \$
28	LGC-PCV1USB2P	FLUSH MOUNT ROUND ELECTRICAL COMMUNICATION MODULE- INCLUDE 2 ELECTRICAL OUTLETS AND 2 USB PORT- INSTALLED ON THE RETURN		1	355.80 \$	355.80 \$

Line	Product number	Description	Cat SC	Qty	Cost \$	Ext. Cost \$
29	UP13-E3-M??-GR1-SYN-P-AB-HDW-HA8	Task chair, with arms, mesh backrest	UNN	1	499.20 \$	499.20 \$
30	4N?N-1830LFL	Lateral File,Modular,F/F,Lock,l 18"(448MM)D x 30"(748MM)W	LU4	1	703.20 \$	703.20 \$
31	7?NN-DT2448C.1	Work Surface,Rect,Tx. 2 Edg,9" mod panel. Pnl,2 Recessed Legs,1 Grommet 24"(600MM)Dx48"(1200MM)W	LU7	1	556.80 \$	556.80 \$
32	7?NN-DT2472A	Work Surface,Rect,Tx. 2 Edg,Full-Ht Mod. Pnl,2 Full-Width Legs,1 Grommet 24"(600MM)Dx72"(1800MM)W	LU7	1	672.60 \$	672.60 \$
33	41NN-EM722216P	Hutch,Wall-Mounted w/Doors,4 Doors 16"(400MM)D x 72"(1800MM)W x 22"(553MM)H	LU4	1	935.40 \$	935.40 \$
34	LGC-DR20P	Storage drawer	LUA	1	131.40 \$	131.40 \$
35	LGC-LED44	LED Task Lights, 44"	LUA	1	585.60 \$	585.60 \$
36	LGC-TK7221M	Wall-Mount Tackboards, 72 x 1/2 x 21	LUA	1	324.60 \$	324.60 \$
37	LN??-203658LF4	LATERAL FILE / 4 STEEL DRAWERS, 36x20x58	LMS	1	1,758.00 \$	1,758.00 \$
38	N1NDN-F201621	Low Stor. Mod., w/ B/F, 16 x 20 x 21	UNX	1	934.80 \$	934.80 \$
39	N5NLN-RT3672FGK	Height adj. desk w/ file drawer, 1-1/2" thick, 72 x 36 x 26-43.5	UNX	1	3,424.80 \$	3,424.80 \$

Line	Product number	Description	Cat SC	Qty	Cost \$	Ext. Cost \$
40	NNNNN-CU1518	Cushion, 18 x 15 x 0.875	UNX	1	226.20 \$	226.20 \$

11,856.00\$

106

41	BL32C-E3-GR1-APW	Guest/stack chairs, with arms, on casters	UNN	2	373.80 \$	747.60 \$
42	RID??-183641LF3	Metal lateral file, 3-high, 36"W, 18"D, 40 1/16"H,	SSF	8	1,020.60 \$	8,164.80 \$
43	RK52-E3-M??-GR1-ST-P -NB-HDW	Stool, no arms, mesh backrest, GRADE 1	UNN	2	646.20 \$	1,292.40 \$

10,204.80\$

108- BREAK ROOM

44	BL32C-E3-GR1-APW	Guest/stack chairs, with arms, on casters	UNN	12	373.80 \$	4,485.60 \$
45	ST5NNN-RC4860	RECTANGULAR TOP - 1-1/2" thermofused lam w/smooth edge, matching edge color, 48X60	QMU	2	617.40 \$	1,234.80 \$
46	TNNN?-ATL228	METAL ANGLED LEG 29H, PAIR	QMU	4	289.20 \$	1,156.80 \$

6,877.20\$

114-LACTATION ROOM

47	HRT24-E8-GR1	ROUD TABLE	ARO	1	351.60 \$	351.60 \$
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Line	Product number	Description	Cat SC	Qty	Cost \$	Ext. Cost \$
48	SO1-E8-GR1	SONOMA - Upholstered Lounge Armchair w/ Metal Legs	ARO	1	1,455.60 \$	1,455.60 \$
					<u>1,807.20\$</u>	

118- CLERK DEPARTMENT

49	BL32C-E3-GR1-APW	Guest/stack chairs, with arms, on casters	UNN	6	373.80 \$	2,242.80 \$
50	RID??-183654LF4	Metal lateral file, 4-high, 36"W, 18"D, 53 3/8"H,	SSF	8	1,282.20 \$	10,257.60 \$
51	S41NN-TDM3660	RECESSED FULL MODESTY PANEL, 36 X 60	*	2	600.60 \$	1,201.20 \$
52	UP13-E3-M??-GR1-SYN-P-AB-HDW-HA8	Task chair, with arms, mesh backrest	UNN	5	499.20 \$	2,496.00 \$
53	RID??-183028CO	Metal multi unit, file drawer on right, 30"W, 18"D, 27 7/8"H,	SSF	2	1,233.00 \$	2,466.00 \$
54	RID??-183641LF3	Metal lateral file, 3-high, 36"W, 18"D, 40 1/16"H,	SSF	5	1,020.60 \$	5,103.00 \$
55	KMCU-1519	Pedestal cushion, 18 7/8D	PAU	4	219.00 \$	876.00 \$
56	KMPM-1519-3	Mobile pedestal w/ metal fr., B/B/F, 18 7/8D	PAU	4	532.80 \$	2,131.20 \$
57	KUR-2484-1-G	Std. rect. surf., TFL, grommet, 24Dx84W	PAU	4	342.00 \$	1,368.00 \$

Line	Product number	Description	Cat SC	Qty	Cost \$	Ext. Cost \$
58	KER3-C1-?	3-circ., duplex receptacles, circuit #1, pack of 10	PAU	1	201.00 \$	201.00 \$
59	KER3-C2-?	3-circ., duplex receptacles, circuit #2, pack of 10	PAU	1	201.00 \$	201.00 \$
60	KVET-42	End-of-run trims, full height, 42 1/4H	PAU	5	116.40 \$	582.00 \$
61	KVPT-42	T junction kit, full height, 42 1/4H	PAU	1	84.00 \$	84.00 \$
62	KPMA-4242-3P	Acoust. panel, pwr. 3-circ., 42 1/4Hx42W	PAU	4	567.60 \$	2,270.40 \$
63	KPMA-4242-NN	Acoust. panel, non-pwr., 42 1/4Hx42W	PAU	4	462.60 \$	1,850.40 \$
64	KPMA-4248-NN	Acoust. panel, non-pwr., 42 1/4Hx48W	PAU	4	508.20 \$	2,032.80 \$
65	RID??-CO183028	Metal multi unit, file drawer on left, 30"W, 18"D, 27 7/8"H,	SSF	2	1,233.00\$	2,466.00 \$
66	KACB-P-2	Standard cantilever brackets, pair	PAU	2	81.60 \$	163.20 \$
67	KAPB-2	Panel brackets, pair	PAU	6	31.80 \$	190.80 \$
68	KEB3-S-6	3-circ., hardwire base feed	PAU	1	162.00 \$	162.00 \$

Line	Product number	Description	Cat SC	Qty	Cost \$	Ext. Cost \$
69	KEJ3-G	3-circ., jumpers for electrified junction, type G	PAU	1	61.20 \$	61.20 \$
70	LGC-DR20P	Storage drawer	LUA	4	131.40 \$	525.60 \$
71	LU-SCL2436	LAMINATE STACK SCREEN SINGLE PACK, 24"H	GIU	2	168.00 \$	336.00 \$
72	LU-SCLI4236S	FREESTANDING SCREEN W/ SILVER BASE, 42"H	GIU	2	337.20 \$	674.40 \$
73	4N?N-P1518UFL	Pedestal, Modular, B/B/F, Pencil Tray, w/Lock, 18"(448MM)D x 15"(388MM)W x 28"(711MM)H	LU4	2	607.80 \$	1,215.60 \$
74	T1NN?-RCA2964GC	RECT HEIGHT ADJ TABLE - 1" thermofused lam w/smooth edge, matching edge color, 29x64"	QMU	4	1,491.60 \$	5,966.40 \$
75	R1NNN-TO3618	Thermofused laminate top for 18"D metal storage unit, 36"W, 18"D, 1"H	SSN	3	209.40 \$	628.20 \$
76	R1NNN-TO7218	Thermofused laminate top for 18"D metal storage units, 72"W, 18"D, 1"H	SSN	5	267.60 \$	1,338.00 \$
					<u>49,090.80\$</u>	

120-121-122- CLOSED OFFICE

77	BL32C-E3-GR1-APW	Guest/stack chairs, with arms, on casters	UNN	6	373.80 \$	2,242.80 \$
78	LGC-PCV1USB2P	FLUSH MOUNT ROUND ELECTRICAL COMMUNICATION MODULE- INCLUDE 2 ELECTRICAL OUTLETS AND 2 USB PORT- INSTALLED ON THE RETURN		3	355.80 \$	1,067.40 \$

Line	Product number	Description	Cat SC	Qty	Cost \$	Ext. Cost \$
79	T1NN?-SQR3629DC	SQUARE TABLE BASE DISC, - 1" thermofused lam w/smooth edge, matching edge color, black accent, 36"D	QMU	1	784.80 \$	784.80 \$
80	UP13-E3-M??-GR1-SYN-P-AB-HDW-HA8	Task chair, with arms, mesh backrest	UNN	3	499.20 \$	1,497.60 \$
81	4N?N-1830LFL	Lateral File,Modular,F/F,Lock,18"(448MM)D x 30"(748MM)W	LU4	3	703.20 \$	2,109.60 \$
82	7?NN-DT2448C.1	Work Surface,Rect,Tx. 2 Edg,9" mod panel. Pnl,2 Recessed Legs,1 Grommet 24"(600MM)Dx48"(1200MM)W	LU7	3	556.80 \$	1,670.40 \$
83	S7?NN-DT2484A	Work Surface,Rect,Tx. 2 Edg,Full-Ht Mod. Pnl,2 Full-Width Legs,1 Grommet 24"(600MM)Dx84"W, half gable in the middle	LU7	3	882.00 \$	2,646.00 \$
84	41NN-EM722216P	Hutch,Wall-Mounted w/Doors,4 Doors 16"(400MM)D x 72"(1800MM)W x 22"(553MM)H	LU4	3	935.40 \$	2,806.20 \$
85	LGC-DR20P	Storage drawer	LUA	3	131.40 \$	394.20 \$
86	LGC-LED44	LED Task Lights, 44"	LUA	3	585.60 \$	1,756.80 \$
87	LGC-TK7221M	Wall-Mount Tackboards, 72 x 1/2 x 21	LUA	3	324.60 \$	973.80 \$
88	LN??-203658LF4	LATERAL FILE / 4 STEEL DRAWERS,36x20x58	LMS	3	1,758.00 \$	5,274.00 \$
89	N1NDN-F201621	Low Stor. Mod., w/ B/F, 16 x 20 x 21	UNX	3	934.80 \$	2,804.40 \$

Line	Product number	Description	Cat SC	Qty	Cost \$	Ext. Cost \$
90	N5NLN-RT3684FG?	Height adj. desk w/ file drawer, 1-1/2" thick, 84 x 36 x 26-43.5	UNX	1	3,469.80 \$	3,469.80 \$
91	N5NRN-RT3684FG?	Height adj. desk w/ file drawer, 1-1/2" thick, 84 x 36 x 26-43.5	UNX	2	3,469.80 \$	6,939.60 \$
92	NNNNN-CU1518	Cushion, 18 x 15 x 0.875	UNX	3	226.20 \$	678.60 \$
					<u>37,116.00\$</u>	

123- RECORDER DEPARTEMENT

93	UP13-E3-M??-GR1-SYN-P-AB-HDW-HA8	Task chair, with arms, mesh backrest	UNN	1	499.20 \$	499.20 \$
94	UP13-E3-M??-GR1-SYN-P-AB-HDW-HA8	Task chair, with arms, mesh backrest	UNN	4	499.20 \$	1,996.80 \$
95	RID??-183028CO	Metal multi unit, file drawer on right, 30"W, 18"D, 27 7/8"H,	SSF	4	1,233.00 \$	4,932.00 \$
96	RID??-183654LF4	Metal lateral file, 4-high, 36"W, 18"D, 53 3/8"H,	SSF	2	1,282.20 \$	2,564.40 \$
97	KMCU-1519	Pedestal cushion, 18 7/8D	PAU	4	219.00 \$	876.00 \$
98	KMPM-1519-3	Mobile pedestal w/ metal fr., B/B/F, 18 7/8D	PAU	4	532.80 \$	2,131.20 \$
99	KUR-2084-1-G	Std. rect. surf., TFL, grommet, 20Dx84W	PAU	4	300.00 \$	1,200.00 \$

Line	Product number	Description	Cat SC	Qty	Cost \$	Ext. Cost \$
100	KER3-C1-?	3-circ., duplex receptacles, circuit #1, pack of 10	PAU	1	201.00 \$	201.00 \$
101	KER3-C2-?	3-circ., duplex receptacles, circuit #2, pack of 10	PAU	1	201.00 \$	201.00 \$
102	KVWS-30	Wall starter, 29 7/8H	PAU	2	67.20 \$	134.40 \$
103	KPMA-3042-3P	Acoust. panel, pwr. 3-circ., 29 7/8Hx42W	PAU	8	529.80 \$	4,238.40 \$
104	KVET-42	End-of-run trims, full height, 42 1/4H	PAU	4	116.40 \$	465.60 \$
105	KVPL-42	L junction kit, full height, 42 1/4H	PAU	2	138.00 \$	276.00 \$
106	KVPTA-42-30	T junction kit, var. height type A, 42 1/4H lowering to 29 7/8H	PAU	2	87.60 \$	175.20 \$
107	KPMA-4236-NN	Pan. acoust. tissu, non él., 42 1/4Hx36L	PAF	4	444.60 \$	1,778.40 \$
108	KPMA-4248-NN	Acoust. panel, non-pwr., 42 1/4Hx48W	PAU	4	508.20 \$	2,032.80 \$
109	KACB-P-2	Standard cantilever brackets, pair	PAU	2	81.60 \$	163.20 \$
110	KAPB-2	Panel brackets, pair	PAU	6	31.80 \$	190.80 \$

Line	Product number	Description	Cat SC	Qty	Cost \$	Ext. Cost \$
111	KEB3-S-6	3-circ., hardwire base feed	PAU	2	162.00 \$	324.00 \$
112	KEJ3-G	3-circ., jumpers for electrified junction, type G	PAU	2	61.20 \$	122.40 \$
113	LGC-DR20P	Storage drawer	LUA	4	131.40 \$	525.60 \$
114	T1NN?-RCA2964GC	RECT HEIGHT ADJ TABLE - 1" thermofused lam w/smooth edge, matching edge color, 29x64"	QMU	4	1,491.60\$	5,966.40 \$
115	R1NNN-TO7218	Thermofused laminate top for 18"D metal storage units, 72"W, 18"D, 1"H	SSN	1	267.60 \$	267.60 \$
					<u>31,262.40\$</u>	

124- RECORDER OFFICE

116	BL32C-E3-GR1-APW	Guest/stack chairs, with arms, on casters	UNN*	2	373.80 \$	747.60 \$
117	LGC-PCV1USB2P	FLUSH MOUNT ROUND ELECTRICAL COMMUNICATION MODULE- INCLUDE 2 ELECTRICAL OUTLETS AND 2 USB PORT- INSTALLED ON THE RETURN		1	355.80 \$	355.80 \$
118	N5NLN-RT3684FGK	Height adj. desk w/ file drawer, 1-1/2" thick, 84 x 36 x 26-43.5	UNX	1	3,469.80 \$	3,469.80 \$
119	NNNNN-CU1518	Cushion, 18 x 15 x 0.875	UNX	1	226.20 \$	226.20 \$
120	UP13-E3-M??-GR1-SYN-P-AB-HDW-HA8	Task chair, with arms, mesh backrest	UNN	1	499.20 \$	499.20 \$

Line	Product number	Description	Cat SC	Qty	Cost \$	Ext. Cost \$
121	4N?N-1830LFL	Lateral File,Modular,F/F,Lock,18"(448MM)D x 30"(748MM)W	LU4	1	703.20 \$	703.20 \$
122	7?NN-DT2448C.1	Work Surface,Rect,Tx. 2 Edg,9" mod panel. Pnl,2 Recessed Legs,1 Grommet 24"(600MM)Dx48"(1200MM)W	LU7	1	556.80 \$	556.80 \$
123	S7?NN-DT2484A	Work Surface,Rect,Tx. 2 Edg,Full-Ht Mod. Pnl,2 Full-Width Legs,1 Grommet 24"(600MM)Dx84"W, half gable in the middle	LU4	1	882.00 \$	882.00 \$
124	41NN-EM722216P	Hutch,Wall-Mounted w/Doors,4 Doors 16"(400MM)D x 72"(1800MM)W x 22"(553MM)H	LU4	1	935.40 \$	935.40 \$
125	LGC-DR20P	Storage drawer	LUA	1	131.40 \$	131.40 \$
126	LGC-LED44	LED Task Lights, 44"	LUA	1	585.60 \$	585.60 \$
127	LGC-TK7221M	Wall-Mount Tackboards, 72 x 1/2 x 21	LUA	1	324.60 \$	324.60 \$
128	N1NDN-F201621	Low Stor. Mod., w/ B/F, 16 x 20 x 21	UNX	1	934.80 \$	934.80 \$

10,352.40\$

125- PUBLIC WORK SPACE

129	BL32C-E3-GR1-APW	Guest/stack chairs, with arms, on casters	UNN	8	373.80 \$	2,990.40 \$
130	T5NN?-RC4272PC	RECTANGULAR TOP - 1-1/2" thermofused lam w/smooth edge, matching edge color, w/elec comm mod,42X72	QMU	1	1,137.60 \$	1,137.60 \$

Line	Product number	Description	Cat SC	Qty	Cost \$	Ext. Cost \$
131	TNNN?-ATL228WM	METAL ANGLED LEG 29H, WITH CABLE MGMT, PAIR,	QMU	1	308.40 \$	308.40 \$
132	TNNN?-ATL228	METAL ANGLED LEG 29H, PAIR,	QMU	1	289.20 \$	289.20 \$
					<u>4,725.60\$</u>	

X- additional chair

133	BL32C-E3-GR1-APW	Guest/stack chairs, with arms, on casters		8	373.80 \$	2,990.40 \$	
					<u>2,990.40\$</u>		
Subtotal					<u>250,054.20</u>	\$	
Freight, Delivery and Installation					-	<u>41,707.70</u>	\$
Grand total:					<u>291,761.90</u>	\$	

PLEASE NOTE:

- Specification prices are valid with our current price list at time of purchase.
- It is the responsibility of the dealer to ensure the accuracy of this specification.
- Any errors, discrepancies or changes must be reported immediately prior to placing an order.
- All pieces are built using the metric system; you must specify if you need exact imperial dimensions.
- All products are always specified with grade 1 fabric unless otherwise noted.
- All chairs are always specified with basic options unless otherwise noted.
- No finishes, fabrics or handles are specified.
- Drawings are for reference only.
- This is a specification not a purchase order.

THANK YOU FOR YOUR BUSINESS!

K&A Manufacturing Inc.

6703 Zinser Street
 Schofield, WI 54476
 Phone: 715-355-0222 or 800-298-4351
 Fax: 866-882-9475
 Fed ID: 391659382

Quote No. 21515

Monday, January 29, 2024
 Page 1 of 2

Customer **Attn:**
 address: **TIPS-Quote**

Shipping
 address: **TIPS-Quote**
 Phone:

Reseller: SHERIDAN

Ship Via: _Best Way


Quote Reference: Kendall County Clerk Bldg - Flip Tables

Pricing on quote is "END USER" pricing.

TIPS Contract #:230301
 TIPS Vendor Name: RightAngle
 Member: Kendall County


Line: 1	Part ID: WS9G185418GMB	Rev:						
Worksurface Type9 1-1/8" Rectangle 18"x54"x18" TFM Gray Matrix Black Edgeband								
		<u>List</u>			<u>Discounted</u>		<u>Estimated</u>	
	<u>Quantity</u> <u>U/M</u>	<u>Unit Price</u>	<u>Disc %</u>	<u>Discount</u>	<u>Unit Price</u>	<u>Addl Charge</u>	<u>Lead Time*</u>	<u>Total Price</u>
	10EA	\$291.00000	50.00	\$145.50000	\$145.50000	\$0.00	4 Weeks	\$1,455.00

Line: 2	Part ID: RFLBC184818B	Rev: 2						
Romeo Flip 18x48x18 Blk w/Casters								
Tag: (10) for 54" tops, (12) for 48" tops								
		<u>List</u>			<u>Discounted</u>		<u>Estimated</u>	
	<u>Quantity</u> <u>U/M</u>	<u>Unit Price</u>	<u>Disc %</u>	<u>Discount</u>	<u>Unit Price</u>	<u>Addl Charge</u>	<u>Lead Time*</u>	<u>Total Price</u>
	22EA	\$768.00000	50.00	\$384.00000	\$384.00000	\$0.00	4 Weeks	\$8,448.00

Line: 3	Part ID: 54211	Rev: 1						
	Charging Dock, (2) USB Ports Rated at 2.25A Each (10.5 Watts) & (2) AC Receptacles w/ 10' Power Cord, Flush Table Mount. Rated at 125V 60Hz 15A, Black, Part #TVO23100-153-M-4.5AC-TR-BKR-D12							
		<u>List</u>			<u>Discounted</u>		<u>Estimated</u>	
	<u>Quantity</u> <u>U/M</u>	<u>Unit Price</u>	<u>Disc %</u>	<u>Discount</u>	<u>Unit Price</u>	<u>Addl Charge</u>	<u>Lead Time*</u>	<u>Total Price</u>
	10EA	\$233.00000	50.00	\$116.50000	\$116.50000	\$0.00	4 Weeks	\$1,165.00

Line: 4	Part ID: CHARGING DOCK RECEPTACLE HOLE	Rev:						
Charging Dock Receptacle Hole for NH and R-Style								
		<u>List</u>			<u>Discounted</u>		<u>Estimated</u>	
	<u>Quantity</u> <u>U/M</u>	<u>Unit Price</u>	<u>Disc %</u>	<u>Discount</u>	<u>Unit Price</u>	<u>Addl Charge</u>	<u>Lead Time*</u>	<u>Total Price</u>
	10EA	\$0.00000	0.00	\$0.00000	\$0.00000	\$0.00	4 Weeks	\$0.00

Line: 5	Part ID: WS9G184818GMB	Rev:						
Worksurface Type9 1-1/8" Rectangle 18"x48"x18" TFM Gray Matrix w/Black Edgebanding								
		<u>List</u>			<u>Discounted</u>		<u>Estimated</u>	
	<u>Quantity</u> <u>U/M</u>	<u>Unit Price</u>	<u>Disc %</u>	<u>Discount</u>	<u>Unit Price</u>	<u>Addl Charge</u>	<u>Lead Time*</u>	<u>Total Price</u>
	12EA	\$221.00000	50.00	\$110.50000	\$110.50000	\$0.00	4 Weeks	\$1,326.00

Line: 6	Part ID: 54816B	Rev:						
	3" Grommet Power/USB Charging Dock w/10' Cord, (1) Grounded AC Outlets (125V 15A), (1) USB Type-A & (1) USB Type-C, Black							
		<u>List</u>			<u>Discounted</u>		<u>Estimated</u>	
	<u>Quantity</u> <u>U/M</u>	<u>Unit Price</u>	<u>Disc %</u>	<u>Discount</u>	<u>Unit Price</u>	<u>Addl Charge</u>	<u>Lead Time*</u>	<u>Total Price</u>
	12EA	\$281.00000	50.00	\$140.50000	\$140.50000	\$0.00	4 Weeks	\$1,686.00

K&A Manufacturing Inc.

6703 Zinser Street
 Schofield, WI 54476
 Phone: 715-355-0222 or 800-298-4351
 Fax: 866-882-9475
 Fed ID: 391659382

Quote No. 21515

Monday, January 29, 2024

Page 2 of 2

Line: 7	Part ID: GROMMET HOLE 3 INCH	Rev:						
	3" Grommet Hole							
			<u>List</u>		<u>Discounted</u>		<u>Estimated</u>	
	<u>Quantity U/M</u>	<u>Unit Price</u>	<u>Disc %</u>	<u>Discount</u>	<u>Unit Price</u>	<u>Add Charge</u>	<u>Lead Time*</u>	<u>Total Price</u>
	12EA	\$20.00000	50.00	\$10.00000	\$10.00000	\$0.00	4 Weeks	\$120.00

Line: 8	Part ID: INSTALLATION	Rev:						
	Installation Charges							
			<u>List</u>		<u>Discounted</u>		<u>Estimated</u>	
	<u>Quantity U/M</u>	<u>Unit Price</u>	<u>Disc %</u>	<u>Discount</u>	<u>Unit Price</u>	<u>Add Charge</u>	<u>Lead Time*</u>	<u>Total Price</u>
	1EA	\$1450.00000	0.00	\$0.00000	\$1,450.00000	\$0.00		\$1,450.00

List Price Total: \$29,850.00 **Discounted Total: \$15,650.00**

Prices are Valid Until Monday, April 29, 2024

* Please note lead time is an estimate. Appropriate lead time will be determined at time of order based on current inventory.

Unless otherwise specified above, shipping dock to dock within contiguous United States and **does not include** special services such as liftgate, limited access, inside delivery, etc.

DISCLAIMER: "This quote is based upon K&A Manufacturing / Right Angle Products understanding of the Buyer's requirements and scope of project. **It is the Buyer's responsibility to ensure all product quantities, descriptions, colors, specifications and all other aspects of this estimate, are sufficient.** Use of this quotation constitutes acceptance of all aspects of this estimate as well as the disclaimer."



Kendall County Agenda Briefing

Meeting Type: Facilities and Technology
Meeting Date: 2/5/2024
Subject: Nutanix Storage Cluster Purchase
Prepared by: Matthew Kinsey, ICT Director
Department: ICT

Action Requested:

Forward to County Board approval of a purchase of additional storage for County Network

Board/Committee Review:

NA

Fiscal impact:

\$53,772.00 Capital Funds (unbudgeted)

Background and Discussion:

The ICT Department continually monitors the County's data storage needs. During the most recent budget cycle, we anticipated needing to expand our storage space in 2025. However, over the last six months, the County's data has jumped between one and two terabytes.

Staff recommends purchasing storage expansion as proposed from Presidio to ensure the County has adequate storage space and capacity for data backup. In addition to the purchase, we will be utilizing cloud storage that is already scheduled for capital purchase to offload old data that hasn't been viewed in 3+ years. We currently house 30 terabytes of data with about 14 terabytes being inactive for the last 3 years.

In the fall, staff will begin discussions on a Data Governance policy to help manage future data growth.

Staff Recommendation:

The ICT Director recommends purchasing storage expansion to ensure the continuation of redundancy in the environment.

Attachments:

Presidio quote

TO: Kendall County Technology Services
 Matthew Kinsey
 111 West Fox Street
 Yorkville, IL 60560

 mkinsey@co.kendall.il.us
 (p) 630-553-8881
 (f) (630) 553-9506

FROM: Presidio Networked Solutions Group, LLC
 Joe Knoblauch
 3600 Minnesota Drive
 Suite 150
 Edina, MN 55435

 jknoblauch@presidio.com
 (p) +1.952.237.6948

BILL TO: Kendall County Technology Services
 Gina Hauge
 111 West Fox Street
 Yorkville, IL 60560

 ghauge@co.kendall.il.us
 (p) 630.553.8885

SHIP TO: Kendall County Technology Services
 Matthew Kinsey
 111 West Fox Street
 Yorkville, IL 60560

 mkinsey@co.kendall.il.us
 (p) 630-553-8881

Customer#: KENDA005
Account Manager: Joe Knoblauch
Inside Sales Rep: Adam Otto
Title: Nutanix Node - G9 Model

Contract Vehicle: *Open Market

#	Part #	Description	Unit Price	Qty	Ext Price
1	SW-AOS-PRO-PRD	Subscription, Acropolis (AOS) Pro Software License & Production Software Support Service	\$34,062.00	1	\$34,062.00
2	L-CORES-PRO-PRD	Subscription, Acropolis (AOS) Pro Software License & Production Software Support Service for 1 CPU core	\$0.00	32	\$0.00
3	L-FLASHTIB-PRO-PRD	Subscription, Acropolis (AOS) Pro Software License & Production Software Support Service for 1 TiB of flash	\$0.00	7	\$0.00
4	TERM-MONTHS	Term in months	\$0.00	36	\$0.00
5	S-HW-PRD	24-7 Production Level HW Support for Nutanix HCI appliance	\$1,288.04	1	\$1,288.04
6	SUPPORT-TERM	Support Term in Months	\$0.00	36	\$0.00
7	PLATFORM INTEGRATION	Platform Integration Fee	\$0.00	1	\$0.00
8	NX-8155-G9-6426Y-CM	X-8155-G9, 1 Node; 2x Intel XeonGold 6426Y processor (2.5 GHz/ 16- core/ 185W, Sapphire Rapids) per node	\$11,994.95	1	\$11,994.95
9	C-MEM-32GB-4800-CM	32GB Memory Module 4800MHz DDR5 RDM	\$134.91	16	\$2,158.56
10	C-HDD-8TB-EA-CM	8TB, 3.5" HDD	\$298.93	4	\$1,195.72
11	C-NVM-3.84TB-B-CM	3.84 TB NVMe SSD	\$453.00	2	\$906.00
12	C-HBA-3816-1N-A-CM	12Gb/s Gen4 HBA	\$910.04	1	\$910.04
13	C-LOM-10G2D1BT-CM	LOM Module: Broadcom 10GbE 2-port Base-T NIC (BCM 57416)	\$279.99	1	\$279.99
14	C-NIC-25G2E1-CM	SMC 25/10GbE, 2-port, NIC(Intel E810); transceiver not included	\$405.79	1	\$405.79
15	C-PWR-4FC13C14B-CM	C13/C14, 15A, 4ft Power cord	\$10.03	2	\$20.06

Sub Total:	\$53,221.15
Shipping:	\$550.00
Grand Total:	\$53,771.15

Quote valid for 30 days. Payment of invoices are due within 30 days from date of invoice unless other terms are issued. Late payments are subject to interest charges of the lesser of 1½% per month or the maximum amount allowed by law. All prices subject to change without notice. Supply subject to availability. This Quote is subject to Presidio's Standard Terms and Conditions below. Any changes to the following Terms and Conditions must be accepted in writing by Presidio, otherwise, CLIENT agrees to be bound by the following Terms and Conditions and pricing contained herein:

Pricing

- Quoted prices exclude applicable taxes. Invoicing will include applicable taxes unless a valid tax exempt certificate is provided.
- The price included herein reflects a 3% discount for payment by cash, check or wire transfer. This discount will not apply in the event that CLIENT pays using a credit card or debit card.
- Prices exclude freight, handling or insurance (unless itemized in the quote).
- Pricing for Professional Services are best-effort estimates only. Actual pricing will be finalized as part of a mutually-agreeable Statement of Work.

Invoicing

- CLIENT is invoiced for hardware ("goods") upon shipment from the manufacturer and shall accept and pay for partial shipments. Software is invoiced upon shipment of media or when download capability is provided. OEM services are billed per the OEM SOW. Presidio services are billed per the Presidio SOW.
- Usage-Based Services Terms and Conditions. For Usage-Based Services purchased by CLIENT, Presidio shall invoice CLIENT once a month. Notwithstanding the amounts included on the applicable purchase order, the invoice for Usage-Based Services will vary from month to month based upon CLIENT's usage and CLIENT shall be obligated to pay all charges for the Usage-Based Services used by CLIENT in the previous month. If CLIENT is delinquent in its payment obligations for the Usage-Based Services, then, upon reasonable, prior notice, Presidio reserves the right to suspend or discontinue such services at its sole discretion. CLIENT acknowledges and agrees that such discontinuation or suspension by PRESIDIO will not constitute a breach of PRESIDIO'S obligations to CLIENT. CLIENT agrees to indemnify and hold harmless PRESIDIO for any resulting damages due to the suspension or discontinuation of the Usage-Based Services due to CLIENT's delinquent or non-payment.
- Enterprise Software, Licensing and Subscription Services ("Enterprise Agreement"). For Third-Party-provided, enterprise-based software licensing and services, Presidio shall invoice CLIENT according to the terms of the Enterprise Agreement between CLIENT and the Third Party. If CLIENT is delinquent in its payment obligations hereunder, then, upon reasonable, prior notice, Presidio reserves the right to suspend or discontinue such services at its sole discretion. CLIENT acknowledges and agrees that such discontinuation or suspension by PRESIDIO will not constitute a breach of PRESIDIO'S obligations to CLIENT. CLIENT agrees to indemnify and hold harmless PRESIDIO for any resulting damages due to the suspension or discontinuation of the services due to CLIENT's delinquent or non-payment.

Freight, Handling, Shipping

- CLIENT will be billed for Presidio's and/or the manufacturer's freight charges for shipment of goods.
- Title/Risk of loss passes to CLIENT Freight on Board (FOB) origin unless otherwise agreed to in writing by Presidio. Orders shipped from a manufacturer to Presidio at CLIENT request for warehousing, configuration, storage or otherwise, shall be deemed to have been shipped to CLIENT.
- Presidio accepts no responsibility / liability in connection with the shipment.
- Goods held in a Presidio warehouse either a) at the CLIENT's request or b) in the event CLIENT refuses to accept delivery, may be subject to warehousing fees. Client may be asked to execute a Presidio "Warehousing Agreement". CLIENT must provide primary insurance coverage for CLIENT equipment held in a Presidio warehouse.
- International delivery services include (i) Consolidated billing in USD for all international deliveries (ii) Consolidated contracting with one entity, namely Presidio (iii) Single point of contact (iv) Freight forwarding including exportation permits, application of tariff headings, customs clearance (including import permits, licenses, certificates) (v) Asset Management, Tracking & Reporting.

Warranty and Limitation of Liability

- Product is warranted by the Manufacturer, not by Presidio. Please consult Manufacturer for warranty terms. IN NO EVENT SHALL PRESIDIO BE LIABLE TO CLIENT FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, ARISING IN CONTRACT, TORT OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PRESIDIO'S ENTIRE LIABILITY AND CLIENT'S EXCLUSIVE REMEDY FOR DAMAGES FROM ANY CAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, NONPERFORMANCE OR MISREPRESENTATION, AND REGARDLESS OF THE FORM OF ACTIONS, SHALL BE LIMITED TO THE AMOUNT WHICH HAS BEEN ACTUALLY PAID TO PRESIDIO BY CLIENT FOR PRODUCTS HEREUNDER.

Return Policy

- CLIENTS return rights are subject to the return policies (& fees including restocking) of the applicable manufacturer
- A Presidio-issued Return Material Authorization (RMA) is required & needs to accompany returned items before any credit is issued to a CLIENT. Presidio reserves the right to deny RMA requests in the event the Manufacturer will not provide for an authorized return. If integration of product is performed at a Presidio facility, transfer of ownership occurs as of inception of integration regardless of shipment terms as manufacturers will not accept return of open product.
- CLIENTS have 15 calendar days from original ship date to request a RMA (unless shorter period is required by manufacturer)
- Items returned must be in original shipping cartons, unopened, unused, undamaged and unaltered failing which Presidio is entitled to reject acceptance of items or charge further fees
- The CLIENT is responsible for shipping fees to the destination highlighted in the RMA
- Opened software cannot be returned

Cancellation Policy

- CLIENT's cancellation of purchase order rights are subject to the cancellation policies (& fees) of the applicable manufacturer

Leases

- In the event Presidio does not receive payment for leased goods purchased on the CLIENT's behalf from the applicable third-party financing entity, CLIENT is obligated to pay Presidio for all such goods as indicated in the applicable Presidio invoice.

Software terms

- Software is subject to the license terms that accompany it.
- License terms are established between the CLIENT & owner of the software
- Unless Presidio is the owner or licensor, Presidio makes no representations and/or warranties relating to its operation, ownership or use.
- Delivery of software licenses are agreed to be accepted in electronic form from the third party software company. Otherwise, you agree to self-accrue any applicable sales tax at the rate in effect for the jurisdiction.

Term and Termination of Orders: Usage-Based Services, Enterprise Agreements and Multi-Year Orders

- The terms of use for Usage-Based Services (i.e. Cisco-provided WebEX or Software as a Service (SaaS)) are established by the applicable third-party provider of such services either at the applicable third-party provider website or via the separate agreement between CLIENT and third-party provider.
- The "Initial Term" of an order for Usage-Based Services and/or Enterprise Agreement ("Order") starts on the date the Usage-Based Services and/or Enterprise Agreement are available for use by CLIENT and lasts for the time period stated in the Order. After the Initial Term, unless prohibited by applicable law, there will be an automatic "Renewal Term" of the same length of time unless CLIENT notifies Presidio in writing that CLIENT does not want to renew at least sixty (60) days before the end of the then current Initial Term or Renewal Term. If the fees will change for the Renewal Term, Presidio will notify CLIENT reasonably in advance of the Renewal and in time for CLIENT to accept or reject renewing the Usage-Based Services and/or Enterprise Agreement. If CLIENT agrees with the fee changes, CLIENT may do nothing and the new fees will apply for the upcoming Renewal Term.
- Either party may terminate an Order by providing the other party written notice of termination at least sixty (60) days before the end of such Initial or Renewal Term. The termination will be effective on the last day of the Initial or Renewal Term and CLIENT will pay for the Usage-Based Services and/or Enterprise Agreement until the end of the current Initial or Renewal Term regardless of when CLIENT provided notice. Notwithstanding the foregoing, Usage-Based Services and Enterprise Agreements ordered are strictly non-cancelable during the Initial Term or Renewal Term except as otherwise provided in the applicable Service Terms and/or otherwise agreed upon in writing by Presidio. CLIENT will not be entitled to any refund for terminated Usage-Based Services or Enterprise Agreements during the Initial Term or Renewal Term except as agreed upon in writing by Provider and/or Presidio

Multi-Year Agreements

- For multi-year agreements, CLIENT expressly agrees to enter into a binding, non-cancelable agreement per the billing schedule set forth in the quote. THE CLIENT ACKNOWLEDGES AND AGREES THAT THE CLIENT'S AGREEMENT AND PAYMENTS FOR A MULTI-YEAR TRANSACTION ARE ESSENTIAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES FOR MULTI-YEAR AGREEMENTS, SUCH THAT PRESIDIO WOULD NOT HAVE ENTERED INTO A MULTI-YEAR TRANSACTION WITHOUT SUCH AGREEMENT.

SmartNet (Third party Maintenance)

- CLIENTS rights are subject to the terms provided by the applicable manufacturer. (per website address)
- Delivery of software maintenance, including upgrades and updates are agreed to be accepted electronically. Otherwise, you agree to self-accrue applicable sales tax.

Confidential Information.

- CLIENT agrees that this quote is Presidio Confidential Information. CLIENT shall not disclose this quote to any third party for any purpose. CLIENT agrees to protect this Quote to the same extent that it protects its own Confidential Information, but with no less than a reasonable degree of care.

Export Law Compliance.

- CLIENT has been advised that any hardware or software provided to CLIENT via this Quote and/or subsequent purchase order may be subject to the U.S. Export Administration Regulations. CLIENT agrees to comply with all applicable United States export control laws, and regulations, as from time to time amended, including without limitation, the laws and regulations administered by the United States Department of Commerce and the United States Department of State.

Miscellaneous Terms

- Preprinted terms appearing on CLIENT Purchase Orders must be accepted in writing by Presidio to be applicable. Presidio's performance of such purchase order shall not constitute Presidio's acceptance of new or different terms, including pre-printed terms on such order. In absence of a purchase order, CLIENT agrees that its signature below grants Presidio the right to invoice CLIENT and authorizes payment to Presidio for the amounts owed.

Customer hereby authorizes and agrees to make timely payment for products delivered and services rendered, including payments for partial shipments

Customer Signature

Date



Kendall County Agenda Briefing

Meeting Type: Facilities and Technology
Meeting Date: 2/5/2024
Subject: Facility Leases
Prepared by: Jennifer Breault, Budget and Finance Analyst
Department: Administration

Action Requested:

Approval Ordinance and MOU to renew leases of various agencies with Kendall County

Board/Committee Review:

None

Fiscal impact:

None

Background and Discussion:

Lease for Mutual Ground, Workforce Development, Kendall Housing Authority, and CASA are set for renewed. Mutual Ground and CASA are in the Courthouse, and Workforce Development and Kendall Housing Authority are located in the HHS Building. Staff has reviewed the leases with the State’s Attorney’s Office. The lease terms remain substantially similar. All leases are set for expiration on 11/30/2028 to facilitate better tracking.

Staff Recommendation:

Discussion and recommend forwarding to County Board the following:

- Approval of ordinance for a 5 year lease agreement with Mutual Ground
- Approval of Memorandum of Understanding Between County of Kendall, Illinois, and Mutual Ground Regarding Rent Payment and Monthly Donation
- Approval of ordinance for a 5 year lease agreement with the Workforce Development Division
- Approval of ordinance for a 5 year lease agreement with Kendall Housing Authority
- Approval of ordinance for a 5 year lease agreement with Court Appointed Special Advocate “CASA”
- Approval of Memorandum of Understanding Between County of Kendall, Illinois, and Court Appointed Special Advocate “CASA” Regarding Rent Payment and Monthly Donation

Attachments:

1. Mutal Ground Ordinance
2. Mutual Ground MOU
3. Work Force Development Ordinance/Lease
4. KC Housing Authority Ordinance
5. CASA Ordinance

**COUNTY OF KENDALL, ILLINOIS
ORDINANCE # 2024-**

APPROVAL OF A LEASE

WHEREAS, 55 ILCS 5/5-1049.2 authorizes a county board to lease county real estate for a term not exceeding 99 years if, in the opinion of the county board, the real estate is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the county; and

WHEREAS, in the opinion of the Kendall County Board, the following described property is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the county.

LEGAL DESCRIPTION OF PREMISES

Office numbers PA 24 (portion) & PA 25 located on the first floor of the Kendall County Courthouse Building, located at 807 West John Street, Yorkville, Kendall County, Illinois, consisting of approximately four hundred fifty-six (456) square feet.

; and

WHEREAS, the Kendall County Board hereby seeks to lease the above described property for a term not to exceed 99 years.

NOW THEREFORE BE IT ORDAINED, the Kendall County Board hereby:

1. Authorizes the County Board Chairman to execute the Lease attached to this Ordinance as Exhibit 1 for the above-described property.
2. The Kendall County Board may lease the above-described property for a term not to exceed 99 years, the provisions of said Lease having been approved by the Board.

IN WITNESS OF, this Ordinance has been approved by a $\frac{3}{4}$ vote of the Kendall County Board members holding office on this _____ day of _____ 20_____.

Attest:

Kendall County Clerk
Debbie Gillette

Kendall County Board Chairman
Matt Kellogg

2024 LEASE AGREEMENT BETWEEN KENDALL COUNTY, ILLINOIS, AND MUTUAL GROUND

This Lease Agreement (Lease) is made and entered into as of December 1, 2023 (the Effective Date), by and between the Landlord, the County of Kendall (hereinafter referred to as “County”) and the Tenant, the Mutual Ground (hereinafter referred to as “Mutual Ground”).

1. PREMISES.

1.1 In consideration of the mutual promises, covenants, and conditions herein set forth, the County (hereinafter referred to as “Landlord”) hereby leases to Mutual Ground (hereinafter referred to as “Tenant”) and Mutual Ground hereby leases from the County the premises, being the office numbers PA 24 (portion) & PA 25 located on the first floor of the Kendall County Courthouse Building, located at 807 West John Street, Yorkville, Kendall County, Illinois, consisting of approximately four hundred fifty-six (456) square feet (hereinafter referred to as “Premises”), for the purpose of Mutual Ground providing support services to victims of domestic violence and sexual assaults as well as assistance with Orders of Protections for cases in Kendall County court system. Said Premises are shown on Exhibit A hereto and exclude all common spaces as defined herein.

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

2. TERM.

2.1 Term. The Term of this Lease shall be for the period of five (5) years commencing on December 1, 2023 and terminating on November 30, 2028. “Lease Term” or “Term” shall mean the Term.

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

2.3 Termination of Lease Agreement. Either party may terminate this Lease upon sixty (60) day written notice to the other party. All obligations outstanding at that time of termination shall survive the Lease. Both parties may agree in writing to termination of the Lease and waive the sixty (60) day written notice requirement. No additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement.

3. RENT

3.1 Rental Payment. Tenant shall pay to Landlord Rent for said Premises in the amount of \$19,200.00 per year, with the year start date commencing on December 1, 2023. Tenant shall make monthly rental payments in the amount of \$1,600.00, commencing on December 1, 2023 and each full payment shall be made by the first day of the month thereafter.

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

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

4. PROPERTY

4.1 The Landlord and Tenant each agree that any personal property, such as equipment, furniture, or other non-fixtured items, purchased by either the Tenant or the Landlord either prior to or during the term of this Lease shall remain the personal property of the party who furnished the funds to purchase the property. All personal property of the Tenant shall be removed from the Premises at the termination of this agreement unless agreed to in writing by the parties. Tenant specifically waives any claim of damage against the Landlord for any property damaged as a result of an act of nature including but not limited to lightning strikes and floods. Landlord is not responsible for providing any personal property, equipment, furniture or other non-fixtured items to the Tenant. Tenant is allowed to use furniture within the designated areas and common areas, such as desks, tables, and chairs for their intended purposes, which are the property of the Landlord. Said furniture shall remain the property of the Landlord.

5. COMMON AREA

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

5.2 Common Area Expenses. The term "Common Area Expenses" shall include the maintenance, repair, replacement, operation, and management of the Common Area and the Kendall County Courthouse and shall include landscaping; repaving; resurfacing; restriping; security; alarm systems; signage; property management; repairs, maintenance, and replacements of bumpers, directional signs, and other markers; painting; lighting and other utilities (including, but not limited to electricity, gas, and water); cleaning; trash removal; Tenant's trash removal, any contracts for services or supplies to be provided in connection with the maintenance, management, operation, repair, and replacement of such Common Area. All costs associated with the Common Area are to be paid by the Landlord.

5.3 Control of the Common Area. Landlord and the Kendall County Sheriff's Office shall have exclusive control of the Common Area and may exclude any person from use thereof except authorized employees and service suppliers of Tenant. Tenant acknowledges that Landlord may change the shape, size, location, number, and extent of the improvements to any portion of the Kendall County Courthouse without Tenant's consent. Tenant and its agents, employees, assignees, contractors, and invitees shall observe faithfully and comply with any rules or regulations adopted by the Landlord and/or Kendall County Sheriff's Office. Tenant agrees to keep the Common Area free and clear of any obstructions created or permitted by Tenant or resulting from Tenant's operation and to use the Common Area only for normal activities: parking, ingress, and egress by Tenant and its employees, agents, representatives, licensees, and invitees to and from the Premises and Kendall County Courthouse. If, in the opinion of Landlord, unauthorized persons are using the Common Area by reason of the presence of Tenant in the Premises, Tenant, upon demand of Landlord, shall correct such situation by appropriate action and proceedings against all such unauthorized persons. Nothing herein shall affect the rights of Landlord at any time to remove any such unauthorized persons from said areas or to prevent the use of said areas by such unauthorized persons. The Tenant is allowed to use the waiting area as set forth in Exhibit A, as well as public restrooms, for clients of Mutual Ground.

6. REAL PROPERTY TAXES

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

7. INSURANCE; INDEMNITY; SUBROGATION

7.1 General. All insurance policies required to be carried by Tenant under this Lease shall (a) be written by companies rated A-/VIII or better in the most recent edition of BEST'S INSURANCE REPORTS and authorized to do business in the State of Illinois and (b) name Landlord and any parties designated by Landlord as additional insureds. Tenant shall deliver to Landlord certified copies of its insurance policies, or an original certificate evidencing that such coverage is in effect, December 1, 2023, and thereafter at least 30 days before the expiration dates of expiring policies. Coverage shall not be canceled or materially reduced. Tenant's coverage shall be primary insurance with respect to Landlord, and its officers, directors, and employees. Any insurance maintained by Landlord shall be in excess of, and not contributing with, Tenant's insurance. Coverage shall apply separately to each insured against whom a claim is made, or suit is brought, except with respect to any aggregate limit applicable to the insuring party's policy.

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

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

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

7.5 Indemnification and Waiver by Tenant. To the fullest extent permitted by law and except to the extent that any damage to property or injury is caused by the gross negligence or willful misconduct of Landlord, Tenant agrees (and Tenant shall cause its contractors and subcontractors to agree) that neither Landlord, its officers, directors, and employees nor Landlord's employees, agents, representatives, and contractors, and each of their successors and assigns (each, "Landlord Party" and collectively "Landlord Parties") shall be liable for any injury to or death of persons or damage to property of Tenant (or its contractors and subcontractors) or any other person from the date of this Lease. Tenant shall defend with counsel of Landlord's choosing, indemnify, and hold Landlord and the Landlord Parties harmless against and from any and all claims, liabilities, losses, damages, suits, costs, and expenses of any kind or nature including without limitation reasonable attorneys' fees (collectively referred to herein as "Claims") arising from or relating to (a) Tenant's use of the Premises or the Common Areas, or (b) any acts, omissions, negligence, or default of Tenant or Tenant's agents, employees, officers, directors, contractors, and invitees (each, "Tenant Party" and collectively "Tenant Parties"), except to the extent that any such Claim is caused by the gross negligence or willful misconduct of Landlord. The terms of the indemnification by Tenant set forth in this Section 7.5 shall survive the expiration or earlier termination of this Lease. Pursuant to 55 ILCS 5/3-9005, no attorney may be assigned to represent the Landlord Parties pursuant to this Section of the Lease unless the attorney has been approved in writing by the Kendall County State's Attorney. The Landlord Parties' participation in their defense shall not remove Tenant's duty to indemnify, defend, and hold the Landlord Parties harmless, as set forth above. The Landlord Parties do not waive their defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) by reason of this indemnification provision. Indemnification shall survive the termination of this Lease.

8. USE

8.1 The Premises shall be used for Mutual Ground providing support services to victims of domestic violence and assistance with Orders of Protections for cases in Kendall County court system during the term of this lease. The failure by Tenant to use the Premises pursuant to this Article 8 shall be considered a default under this Lease, and Landlord shall have the right to exercise any and all rights and remedies provided herein or by law. The Tenant may not transfer or assign the Lease to a third party.

8.2 Landlord and the Kendall County Sheriff's Office have the authority to make modification and improvements to the Kendall County Courthouse, including the Premises, as deemed necessary to accomplish its statutory functions.

8.3 Access to the Premises by the Tenant shall be limited to the normal business hours of the Kendall County Courthouse for general public access.

9. MAINTENANCE, REPAIRS, ALTERATIONS

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

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

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

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

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

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

10. UTILITIES

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

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

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

11. MECHANICS LIENS

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

12. DEFAULTS, REMEDIES

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

12.2 Remedies in Default. In the event of a default by Tenant, Landlord, in addition to any other remedies available to it at law or in equity, including injunction, at its option, without further notice or demand of any kind to Tenant or any other person, may (a) terminate this Lease and Tenant's right to possession of the Premises and recover possession of the Premises and remove all persons therefrom; (b) have the remedies available at law or in equity (Landlord may continue the Lease in effect after Tenant's breach and abandonment and recover Rent as it becomes due, if Tenant has the right to sublet or assign, subject only to reasonable limitations); or (c) even though it may have reentered the Premises, thereafter elect to terminate this Lease and all of the rights of Tenant in or to the Premises. If Kendall County is required to take legal action to enforce the performance of any of the terms, provisions, covenants and conditions of this Agreement, and by reason thereof, Kendall County is required to use the services of an attorney, then Kendall County shall be entitled to reasonable attorneys' fees, court costs, expenses and expert witness fees incurred by Kendall County pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.

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

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

13. DESTRUCTION

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

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

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

14. SIGNS AND DISPLAYS

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

15. COMPLIANCE WITH LAWS

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

It is understood and agreed by the parties that all contracts entered into by a government body, such as Kendall County, are open to public review and as such will be on file with the County Clerk's office and may be discussed in open session pursuant to the Illinois Open Meetings Act (5 ILCS 120/1 *et seq.*) and/or may be released pursuant to the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*)

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

15.3 Non-Discrimination. Tenant, its officers, employees, subcontractors, and agents agree not to commit unlawful discrimination/unlawful harassment and further agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, the Illinois Public Works Employment Discrimination Act, 775 ILCS 0/0.01 *et seq.*, as amended, and all applicable rules and regulations. Tenant, its officers, employees, subcontractors, and agents shall maintain a written sexual harassment policy that complies with the requirements of 775 ILCS 5/2-105 and shall comply with all fair employment practices and equal employment opportunity/affirmative action requirements set forth in applicable state and federal laws and regulations. Tenant shall comply with any applicable reporting requirements of Section 11 of the Equal Pay Act of 2003.

16. RIGHT OF ENTRY

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

17. WAIVERS

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

18. LIMITATION ON LIABILITY

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

19. NOTICES

19.1 Every notice, demand, or request (collectively "Notice") required hereunder or by law to be given by either party to the other shall be in writing and shall be served on the parties at the addresses set forth below the signatures of the parties or such other address as the party to be served may from time to time designate in a Notice to the other party. A copy of any notice shall be sent to: Kendall County State's Attorney, 807 John Street, Yorkville, Illinois, 60560, fax (630) 553-4204. Any such Notices shall be sent either by (a) United States certified or registered mail, postage prepaid, return receipt requested; (b) overnight delivery using a nationally recognized overnight courier, which shall provide evidence of delivery upon sender's request; or (c) personal delivery, in which case Notice shall be deemed delivered upon receipt of confirmation of such facsimile transmission of such Notice (provided a follow-up Notice is (i) mailed by certified or registered United States Mail, postage prepaid, return receipt requested; (ii) delivered by overnight courier delivery; or (iii) delivered by personal delivery within five (5) business day thereafter). All notices given in the manner specified herein shall be effective upon the earliest to occur of actual receipt, the date of inability to deliver to the intended recipient as evidenced by the United States Postal Service or courier receipt, or the date of refusal by the intended recipient to accept delivery as evidenced by the United States Postal Service or courier.

20. MISCELLANEOUS

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

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

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

20.4 Force Majeure. If, by reason of any event of force majeure, either party to this Lease is prevented, delayed, or stopped from performing any act that such party is required to perform under this

Lease other than the payment of Rent or other sums due hereunder, the deadline for performance of such act by the party obligated to perform shall be extended for a period of time equal to the period of prevention, delay, or stoppage resulting from the force majeure event, unless this Lease specifies that force majeure is not applicable to the particular obligation. As used in this Lease, the term “force majeure” shall include, but not be limited to, fire or other casualty; bad weather; inability to secure materials; acts of God; acts of the public enemy or other hostile governmental action; civil commotion; terrorist acts; governmental restrictions, regulations, or controls; judicial orders; and/or other events over which the party obligated to perform (or its contractor or subcontractors) has no control.

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

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

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

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

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

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

20.11 Certification. Tenant certifies that Tenant, its parent companies, subsidiaries, and affiliates are not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or as a result of a violation of 820 ILCS 130/1 et seq. (the Illinois Prevailing Wage Act). Tenant further certifies that by signing this Lease Agreement that Tenant, its parent companies, subsidiaries, and affiliates have not been convicted of, or are not barred for attempting to rig bids, price-fixing or attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 et seq.; and has not been convicted of, or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school

district in the State of Illinois in that Officer's or employee's official capacity. Nor has Tenant made an admission of guilt of such conduct that is a matter of record, nor has any official, officer, agent, or employee of the company been so convicted nor made such an admission.

20.12 Conflict of Interest. Both parties affirm no Kendall County officer or elected official has a direct or pecuniary interest in Tenant or this Agreement, or, if any Kendall County officer or elected official does have a direct or indirect pecuniary interest in Tenant or this Agreement, that interest, and the procedure followed to effectuate this Agreement. has and will comply with 50 ILCS 105/3.

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

LANDLORD: _____
Chairman

TENANT: _____
(Insert title)

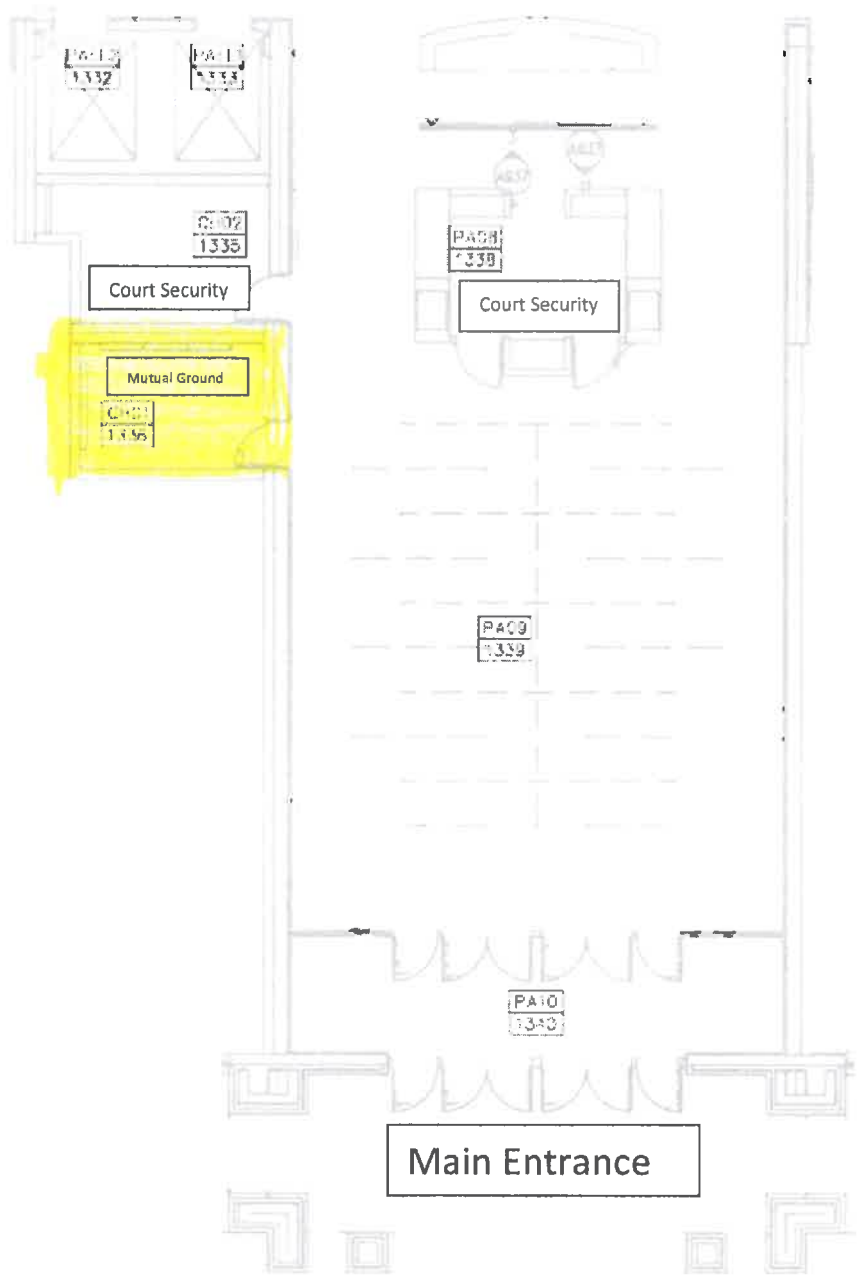
Address of Landlord:
County of Kendall, Illinois
111 West Fox Street
Yorkville, IL 60560

Address of Tenant:
Mutual Ground
418 Oak Avenue
Aurora, IL 60506

Exhibit A

Kendall County Courthouse

Main Hallway



**Memorandum of Understanding Between County of Kendall, Illinois,
and Mutual Ground Regarding Rent Payment and Monthly Donation**

This Memorandum of Understanding (“MOU”), entered into by the County of Kendall, Illinois, a unit of local government, (“Kendall County”) and Mutual Ground (jointly referred to as “Parties”), hereby memorializes the understanding between the Parties regarding Mutual Ground’s obligation to pay rent under the Lease Agreement entered into between the Parties simultaneously with this MOU (“Lease Agreement”), and Kendall County’s decision to make an in-kind monthly donation to Mutual Ground. The Parties understand and agree to the following:

1. Under the Lease Agreement, Mutual Ground is obligated to pay sixteen hundred dollars and zero cents (\$1,600.00) to Kendall County on the first of every month (“Rent”), with the first payment being December 1, 2023.
2. Mutual Ground is a 501(c)(3) organization that provides support to victims of domestic violence and sexual assault.
3. In support of the work conducted by Mutual Ground, and in recognition of the benefit it provides to Kendall County residents, Kendall County has committed to make a donation of sixteen hundred dollars and zero cents (\$1,600.00) to Mutual Ground on the fifteenth of every month (“Donation”), with the first donation to be made on December 15, 2023.
4. If, in any given month, Kendall County fails to make the Donation, Mutual Ground’s obligation to pay Rent for the following month is waived by Kendall County. This MOU contains the mutual understandings of the Parties for the term of the Lease Agreement. This MOU terminates immediately upon termination of the Lease Agreement.

This MOU is effective as of the date it is executed by all parties. Signed and agreed to this ___ Day of _____, 2024.

County of Kendall, Illinois,

Mutual Ground,

County Board Chairman

Mutual Ground Representative

Attest: _____

**COUNTY OF KENDALL, ILLINOIS
ORDINANCE # 2024-**

APPROVAL OF A LEASE

WHEREAS, 55 ILCS 5/5-1049.2 authorizes a county board to lease county real estate for a term not exceeding 99 years if, in the opinion of the county board, the real estate is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the county; and

WHEREAS, in the opinion of the Kendall County Board, the following described property is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the county.

LEGAL DESCRIPTION OF PREMISES

Office numbers 221, 223, & 225 located on the second floor of the Kendall County Health and Human Services Building, located at 811 West John Street, Yorkville, Kendall County, Illinois, consisting of approximately twelve hundred (1200) square feet.

; and

WHEREAS, the Kendall County Board hereby seeks to lease the above described property for a term not to exceed 99 years.

NOW THEREFORE BE IT ORDAINED, the Kendall County Board hereby:

1. Authorizes the County Board Chairman to execute the Lease attached to this Ordinance as Exhibit 1 for the above-described property.
2. The Kendall County Board may lease the above-described property for a term not to exceed 99 years, the provisions of said Lease having been approved by the Board.

IN WITNESS OF, this Ordinance has been approved by a $\frac{3}{4}$ vote of the Kendall County Board members holding office on this _____ day of _____ 20_____.

Attest:

Kendall County Clerk
Debbie Gillette

Kendall County Board Chairman
Matt Kellogg

2024 LEASE AGREEMENT BETWEEN KENDALL COUNTY, ILLINOIS AND THE KANE COUNTY OFFICE OF COMMUNITY REINVESTMENT, WORKFORCE DEVELOPMENT DIVISION

This Lease Agreement (“Lease”) is made and entered into as of January 1, 2024 (the Effective Date), by and between the Landlord, the County of Kendall (hereinafter referred to as “County”) and the Tenant, the Kane County Office of Community Reinvestment, Workforce Development Division.

1. PREMISES.

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

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

2. TERM.

2.1 Term. The Term of this Lease shall be for the period of one (5) year commencing on December 1, 2023, and terminating on the last day of November 2028. “Lease Term” or “Term” shall mean the Term.

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

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

3. RENT.

3.1 Rental Payment. Tenant shall pay to Landlord Rent for said Premises in the amount of \$9600.00 per year, for the period of December 1, 2023 to November 30, 2028. Tenant shall make monthly rental

payments in the amount of \$800.00, each full payment shall be made by the first day of the month, with the first payment being made December 1, 2023.

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

3.3 Fair Market Value. The Landlord and Tenant agree that the rental amount set forth in section 3.1 constitutes the fair market value for rental of the premise.

4. PROPERTY.

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

5. COMMON AREA.

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

5.2 Common Area Expenses. The term "Common Area Expenses" shall include the maintenance, repair, replacement, operation, and management of the Common Area and the Kendall County Health and Human Services Building and shall include landscaping; repaving; resurfacing; restriping; security; alarm systems; signage; property management; repairs, maintenance, and replacements of bumpers, directional signs, and other markers; painting; lighting and other utilities (including, but not limited to electricity, gas, water, and telephone); cleaning; trash removal; Tenant's trash removal; any contracts for services or supplies to be provided in connection with the maintenance, management, operation, repair, and replacement of such Common Area. All costs associated with the Common Area are to be paid by the Landlord.

5.3 Control of the Common Area. Landlord and the Kendall County Health Department shall have exclusive control of the Common Area and may exclude any person from use thereof, except authorized employees and service suppliers of Tenant. Tenant acknowledges that Landlord may change the shape, size, location, number, and extent of the improvements to any portion of the Kendall County Health and Human Services Building without Tenant's consent. Tenant and its agents, employees, assignees, contractors, and invitees shall observe faithfully and comply with any rules or regulations adopted by the Landlord and/or Kendall County Health Department for the Kendall County Health and Human Services Building. Tenant agrees to keep the Common Area free and clear of any obstructions created or permitted by Tenant or

resulting from Tenant's operation and to use the Common Area. Common Areas shall be used by Tenant and its employees, agents, representatives, licensees, and invitees only for normal activities: parking, ingress, and egress to and from the Premises and Kendall County Health and Human Services Building. If, in the opinion of Landlord, unauthorized persons are using the Common Area by reason of the presence of Tenant in the Premises, Tenant, upon demand of Landlord, shall correct such situation by appropriate action and proceedings against all such unauthorized persons. Nothing herein shall affect the rights of Landlord at any time to remove any such unauthorized persons from said areas or to prevent the use of said areas by such unauthorized persons. The Tenant is allowed to use the waiting area as set forth in Exhibit A, as well as public restrooms, for clients of the Tenant. In addition, the Tenant is allowed access to conference rooms and training rooms as deemed appropriate by the Kendall County Health Department and subject to their rules and regulations.

6. REAL PROPERTY TAXES.

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

7. INSURANCE; INDEMNITY; SUBROGATION.

7.1 General. All insurance policies required to be carried by Tenant under this Lease shall (a) be written by companies rated A-/VIII or better in the most recent edition of BEST'S INSURANCE REPORTS and authorized to do business in the State of Illinois and (b) name Landlord, the Kendall County Health Department, and any parties designated by Landlord as additional insureds. Tenant shall deliver to Landlord certified copies of its insurance policies, or an original certificate evidencing that such coverage is in effect, January 1, 2024 and thereafter at least 30 days before the expiration dates of expiring policies. Coverage shall not be canceled or materially reduced. Tenant's coverage shall be primary insurance with respect to Landlord, and its officers, directors, and employees. Any insurance maintained by Landlord shall be in excess of, and not contributing with, Tenant's insurance. Coverage shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to any aggregate limit applicable to the insuring party's policy.

7.2 Tenant's Liability Insurance. Tenant shall keep in force during the term of this Lease a policy of public liability insurance insuring against any liability arising out of Tenant's use, occupancy, or maintenance of the Premises and the acts, omissions, and negligence of Tenant, its agents, employees, contractors, and invitees in and about the Premises and the Kendall County Health and Human Services Building. As of the Term commencement date, such insurance shall provide coverage for and shall be in the amount of not less than \$2,000,000.00 per occurrence for bodily injury, including death, and person injury, \$1,000,000.00 per occurrence property damage insurance.

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

7.4 Waiver of Subrogation. Neither Landlord nor Tenant shall be liable to the other or to any insurance company (by way of subrogation or otherwise) insuring the other party for any loss or damage to any building, structure, or other tangible property, or any resulting loss of income and benefits (even though

such loss or damage might have been occasioned by the negligence of such party, its agents, or employees) if such loss or damage is covered by insurance benefiting the party suffering such loss or damage or was required to be covered by insurance pursuant to this Lease. Landlord and Tenant shall require their respective insurance companies to include a standard waiver of subrogation provision in their respective policies.

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

8. USE.

8.1 The Premises shall be used for the Tenant to provide job seekers with access to job search and labor market information, employment counseling and support along with education and skills training for the residence of Kendall County during the term of this Lease. The failure by Tenant to use the Premises pursuant to this Article 8 shall be considered a default under this Lease, and Landlord shall have the right to exercise any and all rights and remedies provided herein or by law. The Tenant may not transfer or assign the Lease to a third party.

8.2 Landlord shall have the authority to make modification and improvements to the Kendall County Health and Human Services Building, including the Premises, as deemed necessary to accomplish its statutory functions.

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

9. MAINTENANCE, REPAIRS, ALTERATIONS.

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

9.2 Landlord's Obligations. Subject to the foregoing, Landlord shall keep and maintain in good condition and repair (or replace, if necessary) all aspects of the Kendall County Health and Human Services Building including but not limited to the roof, exterior walls, structural parts, and structural floor of the Premises, fire protection services, and pipes and conduits outside the Premises for the furnishing to the

Premises of various utilities (except to the extent that the same are the obligation of the appropriate public utility company).

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

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

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

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

10. UTILITIES.

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

10.2 Standard Use. Tenant acknowledges that the Premises are designed to provide standard office use electrical facilities and standard office lighting. Tenant shall not use any equipment or devices that utilize excessive electrical energy or that may, in Landlord's reasonable opinion, overload the wiring or interfere with electrical services to other tenants. Tenant agrees that it shall not install any equipment that exceeds or overloads the capacity of the utility facilities serving the Premises, and that if equipment installed by Tenant requires additional utility facilities, installation of the same shall be at Tenant's expense, but only after Landlord's written approval of same.

10.3 Landlord's Responsibility. Landlord shall not be liable for, and Tenant shall not be entitled to, any damages, abatement, or reduction in Rent by reason of any interruption or failure in the supply of utilities, including but not limited to lightning strikes and floods. No failure, stoppage, or interruption of any utility or service, including but not limited to lightning strikes and floods, shall be construed as an eviction of Tenant, nor shall it relieve Tenant from any obligation to perform any covenant or agreement under this Lease. In the event of any failure, stoppage, or interruption of utilities or services, Landlord shall use its reasonable efforts to attempt to restore all services promptly. Landlord reserves the right from time to time to make reasonable and nondiscriminatory modifications to the utility systems serving the Kendall County Health and Human Services Building. Landlord shall be entitled to cooperate with the energy and water conservation efforts of governmental agencies or utility suppliers.

11. MECHANICS LIENS.

11.1 Tenant shall keep the Premises and the Kendall County Health and Human Services Building free and clear of all encumbrances, mechanics liens, stop notices, demands, and claims arising from work done by or for Tenant or for persons claiming under Tenant, and Tenant shall defend Landlord and the Kendall County Health Department with counsel of Landlord's choosing, indemnify and save Landlord and the

Kendall County Health Department free and harmless from and against any claims arising from or relating to the same.

12. DEFAULTS, REMEDIES.

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

12.2 Remedies in Default. In the event of a default by Tenant, Landlord, in addition to any other remedies available to it at law or in equity, including injunction, at its option, without further notice or demand of any kind to Tenant or any other person, may (a) terminate this Lease and Tenant's right to possession of the Premises, recover possession of the Premises and remove all persons there from; (b) have the remedies available at law or in equity (Landlord may continue the Lease in effect after Tenant's breach and abandonment and recover Rent as it becomes due, if Tenant has the right to sublet or assign, subject only to reasonable limitations); or (c) even though it may have reentered the Premises, thereafter elect to terminate this Lease and all of the rights of Tenant in or to the Premises. (Landlord shall provide written notice to Tenant at the time Landlord believes it has the right contained in 12.2(c).) If Kendall County is required to take legal action to enforce the performance of any of the terms, provisions, covenants and conditions of this Agreement, and by reason thereof, Kendall County is required to use the services of an attorney, then Kendall County shall be entitled to reasonable attorneys' fees, court costs, expenses and expert witness fees incurred by Kendall County pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.

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

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

13. DESTRUCTION.

13.1 Landlord's Option to Terminate. In the event of a casualty causing damage to the Premises or Kendall County Health and Human Services Building that cannot be repaired within ninety (90) calendar days from the date of damage or destruction, either Landlord or Tenant may terminate this Lease as of the

date of the damage, upon written notice to the other party given within ninety (90) calendar days following the date of the casualty.

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

13.3 Limitation on Repairs. In the event of any reconstruction of the Premises under 13.2, Landlord's obligation to reconstruct the Premises shall be, to the extent reasonably practicable and to the extent of available proceeds, to restore the Premises to the condition in which they were delivered to Tenant. Landlord's repair obligations shall in no way include any construction obligations originally imposed on Tenant or subsequently undertaken by Tenant.

14. SIGNS AND DISPLAYS.

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

15. COMPLIANCE WITH LAWS.

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

It is understood and agreed by the parties that all contracts entered into by a government body, such as Kendall County, are open to public review and as such will be on file with the County Clerk's office and may be discussed in open session pursuant to the Illinois Open Meetings Act (5 ILCS 120/1 *et seq.*) and/or may be released pursuant to the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*).

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

15.3 Non-Discrimination. Tenant, its officers, employees, subcontractors, and agents agree not to commit unlawful discrimination/unlawful harassment and further agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the American with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, the Illinois Public Works Employment Discrimination Act, 775 ILCS 10/0.01 *et seq.*, as amended, the Equal Pay Act of 2003, as amended, and all applicable rules and regulations. Tenant, its officers, employees, subcontractors, and agents shall maintain a written sexual harassment policy that complies with the requirements of 775 ILCS 5/2-105 and shall comply with all fair employment practices

and equal employment opportunity/affirmative action requirements set forth in applicable state and federal laws and regulations. Tenant shall comply with any applicable reporting requirements of Section 11 of the Equal Pay Act of 2003.

16. RIGHT OF ENTRY.

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

17. WAIVERS.

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

18. LIMITATION ON LIABILITY.

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

19. NOTICES.

19.1 Every notice, demand, or request (collectively "Notice") required hereunder or by law to be given by either party to the other shall be in writing and shall be served on the parties at the addresses set forth below the signatures of the parties or such other address as the party to be served may from time to time designate in a Notice to the other party. A copy of any notice to Landlord shall be sent to the Kendall County State's Attorney, 807 John Street, Yorkville, Illinois, 60560. Any such Notices shall be sent either by (a) United States certified or registered mail, postage prepaid, return receipt requested; (b) overnight delivery using a nationally recognized overnight courier, which shall provide evidence of delivery upon sender's request; or (c) personal delivery. All notices given in the manner specified herein shall be effective upon the earliest to occur of actual receipt, the date of inability to deliver to the intended recipient as evidenced by the United States Postal Service or courier receipt, or the date of refusal by the intended recipient to accept delivery as evidenced by the United States Postal Service or courier.

20. MISCELLANEOUS.

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

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

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

20.4 Force Majeure. If, by reason of any event of force majeure, either party to this Lease is prevented, delayed, or stopped from performing any act that such party is required to perform under this Lease other than the payment of Rent or other sums due hereunder, the deadline for performance of such act by the party obligated to perform shall be extended for a period of time equal to the period of prevention, delay, or stoppage resulting from the force majeure event, unless this Lease specifies that force majeure is not applicable to the particular obligation. As used in this Lease, the term “force majeure” shall include, but not be limited to, fire or other casualty; bad weather; inability to secure materials;; acts of God; acts of the public enemy or other hostile governmental action; civil commotion; terrorist acts; governmental restrictions, regulations, or controls; judicial orders; and/or other events over which the party obligated to perform (or its contractor or subcontractors) has no control. A party claiming a force majeure event (“the claiming party”) shall promptly notify the other party in writing, describing the nature and estimated duration of the claiming party’s inability to perform due to the force majeure event. The cause of such inability to perform will be remedied by the claiming party with all reasonable dispatch.

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

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

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

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

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

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

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

20.12 Certification. Tenant certifies that Tenant, its parent companies, subsidiaries, and affiliates are not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/33E—3 or 5/33-E4 (bid rigging or bid rotating) or as a result of a violation of 820 ILCS 130/1 et seq. (the Prevailing Wage Act). Tenant further certifies by signing the Lease documents that Tenant, its parent companies, subsidiaries and affiliates have not been convicted of, or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 et seq.; and has not been convicted or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that Officer's or employee's official capacity. Nor has Tenant made an admission of guilt of such conduct that is a matter of record, nor has any official, officer, agent, or employee of the company been so convicted nor made such an admission.

20.13 Conflict of Interest. Both parties affirm no Kendall County officer or elected official has a direct or indirect pecuniary interest in Tenant or this Agreement, or, if any Kendall County officer or elected official does have a direct or indirect pecuniary interest in Tenant or this Agreement, that interest, and the procedure followed to effectuate this Agreement has and will comply with 50 ILCS 105/3.

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

LANDLORD: _____
Chairman

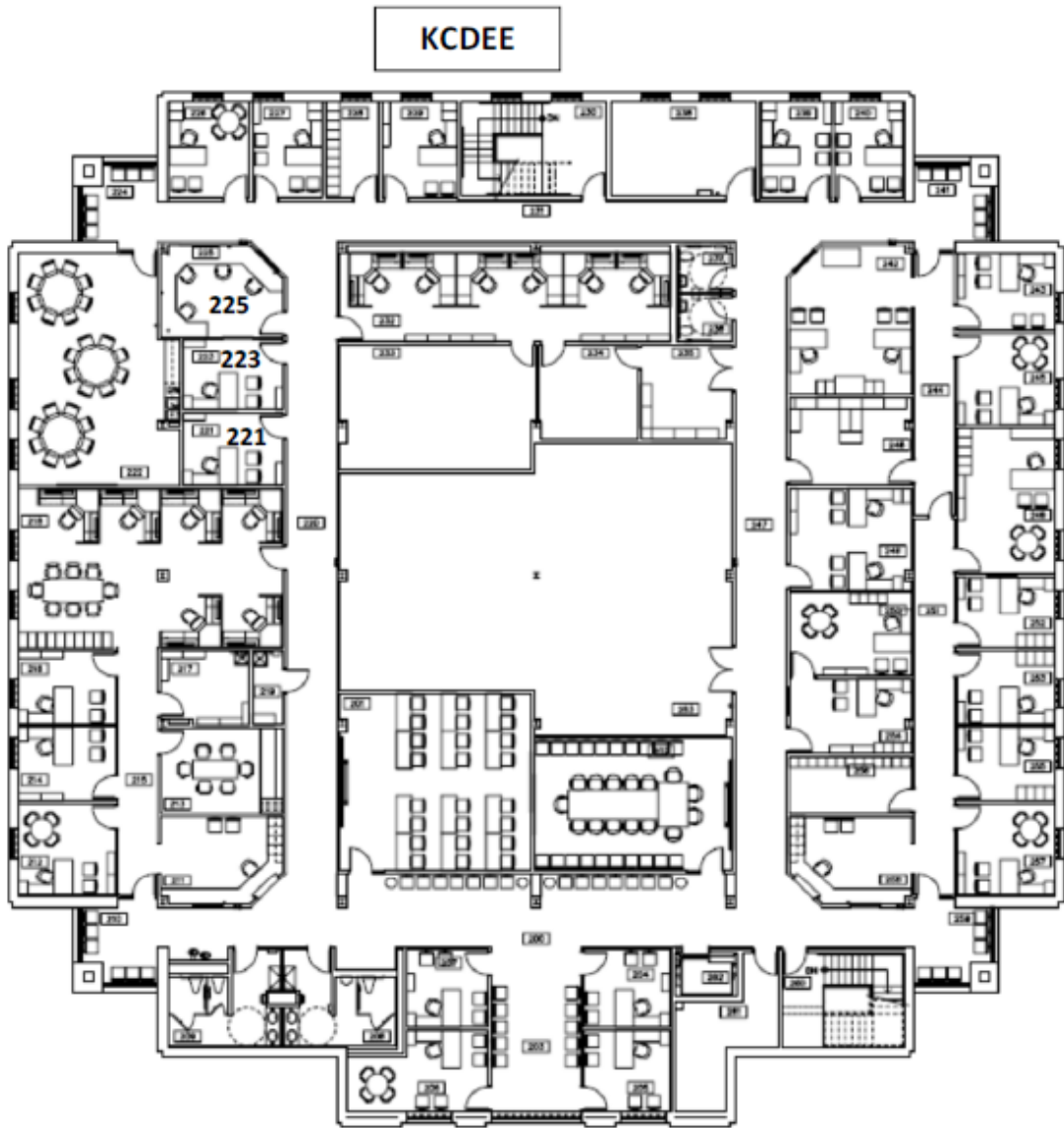
TENANT: _____
Director - Scott Berger

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

Address of Tenant:
1 Smoke Tree Office Complex, Unit A
North Aurora, IL 60542

EXHIBIT A
DEPICTION OF PREMISES

[See attached Second Floor Plan]



Kendall County Health Department
2nd Floor
Kane County Office Community
Reinvestment Workforce
Development Division Space
Offices 225, 223 & 221

**COUNTY OF KENDALL, ILLINOIS
ORDINANCE # 2024-**

APPROVAL OF A LEASE EXCEEDING 2 YEARS

WHEREAS, 55 ILCS 5/5-1049.2 authorizes a county board to lease county real estate for a term between 2 and 99 years if, in the opinion of the county board, the real estate is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the county; and

WHEREAS, in the opinion of the Kendall County Board, the following described property is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the county.

LEGAL DESCRIPTION OF PREMISES

Office number 130 located on the first floor of the northwest corner of the Kendall County Health and Human Services Building, located at 811 West John Street, Yorkville, Kendall County, Illinois, consisting of approximately one hundred and twenty (120) square feet.

; and

WHEREAS, the Kendall County Board hereby seeks to lease the above described property for a term not to exceed 99 years.

NOW THEREFORE BE IT ORDAINED, the Kendall County Board hereby:

1. Authorizes the County Board Chairman to execute the Lease attached to this Ordinance as Exhibit 1 for the above described property.
2. The Kendall County Board may lease the above described property for a term not to exceed 99 years, the provisions of said Lease having been approved by the Board.

IN WITNESS OF, this Ordinance has been approved by a $\frac{3}{4}$ vote of the Kendall County Board members holding office on this _____ day of _____ 20_____.

Attest:

Kendall County Clerk
Debbie Gillette

Kendall County Board Chairman
Matt Kellogg

2024 LEASE AGREEMENT BETWEEN KENDALL COUNTY, ILLINOIS, AND THE KENDALL COUNTY HOUSING AUTHORITY

This Lease Agreement (Lease) is made and entered into as of December 1, 2023 (the Effective Date), by and between the Landlord, the County of Kendall, Illinois (hereinafter referred to as “County”) and the Tenant, the Kendall County Housing Authority (hereinafter referred to as “Housing Authority”).

1. PREMISES

1.1 In consideration of the mutual promises, covenants, and conditions herein set forth, the County (hereinafter referred to as “Landlord”) hereby leases to Housing Authority (hereinafter referred to as “Tenant”) and Tenant hereby leases from the Landlord the premises, being the office number 130 located on the first floor of the northwest corner of the Kendall County Health and Human Services Building, located at 811 West John Street, Yorkville, Kendall County, Illinois, consisting of approximately one hundred and twenty (120) square feet (hereinafter referred to as “Premises”), for the purpose of the Housing Authority providing adequate and affordable housing, economic opportunity and a suitable living environment free from discrimination for residents of Kendall County. Said Premises are shown on Exhibit A hereto and excludes all common spaces as defined herein.

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

2. TERM

2.1 Term. The Term of this Lease shall be for the period of five (5) years commencing on December 1, 2023 and terminating on the last day of November, 2028. “Lease Term” or “Term” shall mean the Term.

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

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

3. RENT

3.1 Rental Payment. Tenant shall pay to Landlord Rent for said Premises in the amount of \$4,800.00 per year, with the year start date commencing on December 1, 2023. Tenant shall make monthly rental payments in the amount of \$400.00, commencing on December 1, 2023 and each full payment shall be made by the first day of the month thereafter.

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

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

4. PROPERTY

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

5. COMMON AREA

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

5.2 Common Area Expenses. The term "Common Area Expenses" shall include the maintenance, repair, replacement, operation, and management of the Common Area and the Health and Human Services Building and shall include landscaping; repaving; resurfacing; restriping; security; alarm systems; signage; property management; repairs, maintenance, and replacements of bumpers, directional signs, and other markers; painting; lighting and other utilities (including, but not limited to electricity, gas, water, and telephone); cleaning; trash removal; Tenant's trash removal, any contracts for services or supplies to be provided in connection with the maintenance, management, operation, repair, and replacement of such Common Area. All costs associated with the Common Area are to be paid by the Landlord.

5.3 Control of the Common Area. Landlord and the Kendall County Health Department shall have exclusive control of the Common Area and may exclude any person from use thereof except authorized

employees and service suppliers of Tenant. Tenant acknowledges that Landlord may change the shape, size, location, number, and extent of the improvements to any portion of the Health and Human Services Building without Tenant's consent. Tenant and its agents, employees, assignees, contractors, and invitees shall observe faithfully and comply with any rules or regulations adopted by the Landlord and/or Kendall County Health Department for the Health and Human Services Building. Tenant agrees to keep the Common Area free and clear of any obstructions created or permitted by Tenant or resulting from Tenant's operation and to use the Common Area only for normal activities: parking, ingress, and egress by Tenant and its employees, agents, representatives, licensees, and invitees to and from the Premises and Health and Human Services Building. If, in the opinion of Landlord, unauthorized persons are using the Common Area by reason of the presence of Tenant in the Premises, Tenant, upon demand of Landlord, shall correct such situation by appropriate action and proceedings against all such unauthorized persons. Nothing herein shall affect the rights of Landlord at any time to remove any such unauthorized persons from said areas or to prevent the use of said areas by such unauthorized persons. The Tenant is allowed to use the waiting area as set forth in Exhibit A, as well as public restrooms, for clients of the Housing Authority. In addition, the Tenant is allowed access to conference rooms and training rooms as deemed appropriate by the Kendall County Health and Human Services Department and subject to their rules and regulations.

6. REAL PROPERTY TAXES

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

7. INSURANCE; INDEMNITY; SUBROGATION

7.1 General. All insurance policies required to be carried by Tenant under this Lease shall (a) be written by companies rated A-/VIII or better in the most recent edition of BEST'S INSURANCE REPORTS and authorized to do business in the State of Illinois and (b) name Landlord, the Kendall County Health Department, and any parties designated by Landlord as additional insureds. Tenant shall deliver to Landlord certified copies of its insurance policies, or an original certificate evidencing that such coverage is in effect, December 1, 2023 and thereafter at least 30 days before the expiration dates of expiring policies. Coverage shall not be canceled or materially reduced. Tenant's coverage shall be primary insurance with respect to Landlord, and its officers, directors, and employees. Any insurance maintained by Landlord shall be in excess of, and not contributing with, Tenant's insurance. Coverage shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to any aggregate limit applicable to the insuring party's policy.

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

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

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

7.5 Indemnification and Waiver by Tenant. To the fullest extent permitted by law and except to the extent that any damage to property or injury is caused by the gross negligence or willful misconduct of Landlord, Tenant agrees (and Tenant shall cause its contractors and subcontractors to agree) that neither Landlord, its elected officials, employees, agents, representatives, insurers, and contractors, nor Kendall County Health Department, its board members, officers, directors, employees, agents, representatives, and contractors, and each of their successors and assigns (each, "Landlord Party" and collectively "Landlord Parties") shall be liable for any injury to or death of persons or damage to property of Tenant (or its contractors and subcontractors) or any other person from the date of this Lease. Tenant shall defend with counsel of Landlord's choosing, indemnify, and hold Landlord and the Landlord Parties harmless against and from any and all claims, liabilities, losses, damages, suits, costs, and expenses of any kind or nature including without limitation reasonable attorneys' fees (collectively referred to herein as "Claims") arising from or relating to (a) Tenant's use of the Premises or the Common Areas, or (b) any acts, omissions, negligence, or default of Tenant or Tenant's agents, employees, officers, directors, contractors, and invitees (each, "Tenant Party" and collectively "Tenant Parties"), except to the extent that any such Claim is caused by the gross negligence or willful misconduct of Landlord. The terms of the indemnification by Tenant set forth in this Section 7.5 shall survive the expiration or earlier termination of this Lease. Pursuant to 55 ILCS 5/3-9005, no attorney may be assigned to represent the Landlord Parties pursuant to this Section of the Lease unless the attorney has been approved in writing by the Kendall County State's Attorney. The Landlord Parties' participation in their defense shall not remove Tenant's duty to indemnify, defend, and hold the Landlord Parties harmless, as set forth above. The Landlord Parties do not waive their defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) by reason of this indemnification provision. Indemnification shall survive the termination of this Lease.

8. USE

8.1 The Premises shall be used for the Housing Authority to provide adequate and affordable housing, economic opportunity and a suitable living environment free from discrimination during the term of this Lease. The failure by Tenant to use the Premises pursuant to this Article 8 shall be considered a default under this Lease, and Landlord shall have the right to exercise any and all rights and remedies provided herein or by law. The Tenant may not transfer, sublet, or assign the Lease to a third party.

8.2 Landlord and the Kendall County Health Department have the authority to make modification and improvements to the Health and Human Services Building, including the Premises, as deemed necessary to accomplish their statutory functions.

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

9. MAINTENANCE, REPAIRS, ALTERATIONS

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

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

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

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

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

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

10. UTILITIES

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

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

10.3 Landlord's Responsibility. Landlord shall not be liable for, and Tenant shall not be entitled to, any damages, abatement, or reduction in Rent by reason of any interruption or failure in the supply of

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

11. MECHANICS LIENS

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

12. DEFAULTS, REMEDIES

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

12.2 Remedies in Default. In the event of a default by Tenant, Landlord, in addition to any other remedies available to it at law or in equity, including injunction, at its option, without further notice or demand of any kind to Tenant or any other person, may (a) terminate this Lease and Tenant's right to possession of the Premises and recover possession of the Premises and remove all persons there from; (b) have the remedies available at law or in equity; or (c) even though it may have reentered the Premises, thereafter elect to terminate this Lease and all of the rights of Tenant in or to the Premises.

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

12.4 If Tenant holds over or occupies the Premises beyond the Lease Term (it being agreed there shall be no holding over or occupancy without Landlord's written consent), Tenant shall pay Landlord for each day of such holding over a sum equal to 125% (one hundred twenty-five percent) of the Rent prorated for the number of days of such holding over. In addition, Tenant shall be liable to Landlord for any and all

damages which Landlord shall suffer by reason thereof, and Tenant will indemnify Landlord against all claims and demands made by any succeeding tenants against Landlord, founded upon delay by Landlord in delivering possession of the Premises to such succeeding tenant. The provisions of this section shall not constitute a waiver by Landlord of any right of re-entry as hereinafter set forth; nor shall receipt of any Rent or other act in apparent agreement of tenancy operate as a waiver of the right to terminate this Lease for a breach of any of the covenants herein.

13. DESTRUCTION

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

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

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

14. SIGNS AND DISPLAYS

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

15. COMPLIANCE WITH LAWS

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

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

16. RIGHT OF ENTRY

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

17. WAIVERS

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

18. ATTORNEY'S FEES

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

19. LIMITATION ON LIABILITY

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

20. NOTICES.

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

21. MISCELLANEOUS

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

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

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

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

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

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

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

addition to this Lease shall be binding on Landlord or Tenant unless reduced to writing and signed by each party.

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

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

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

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

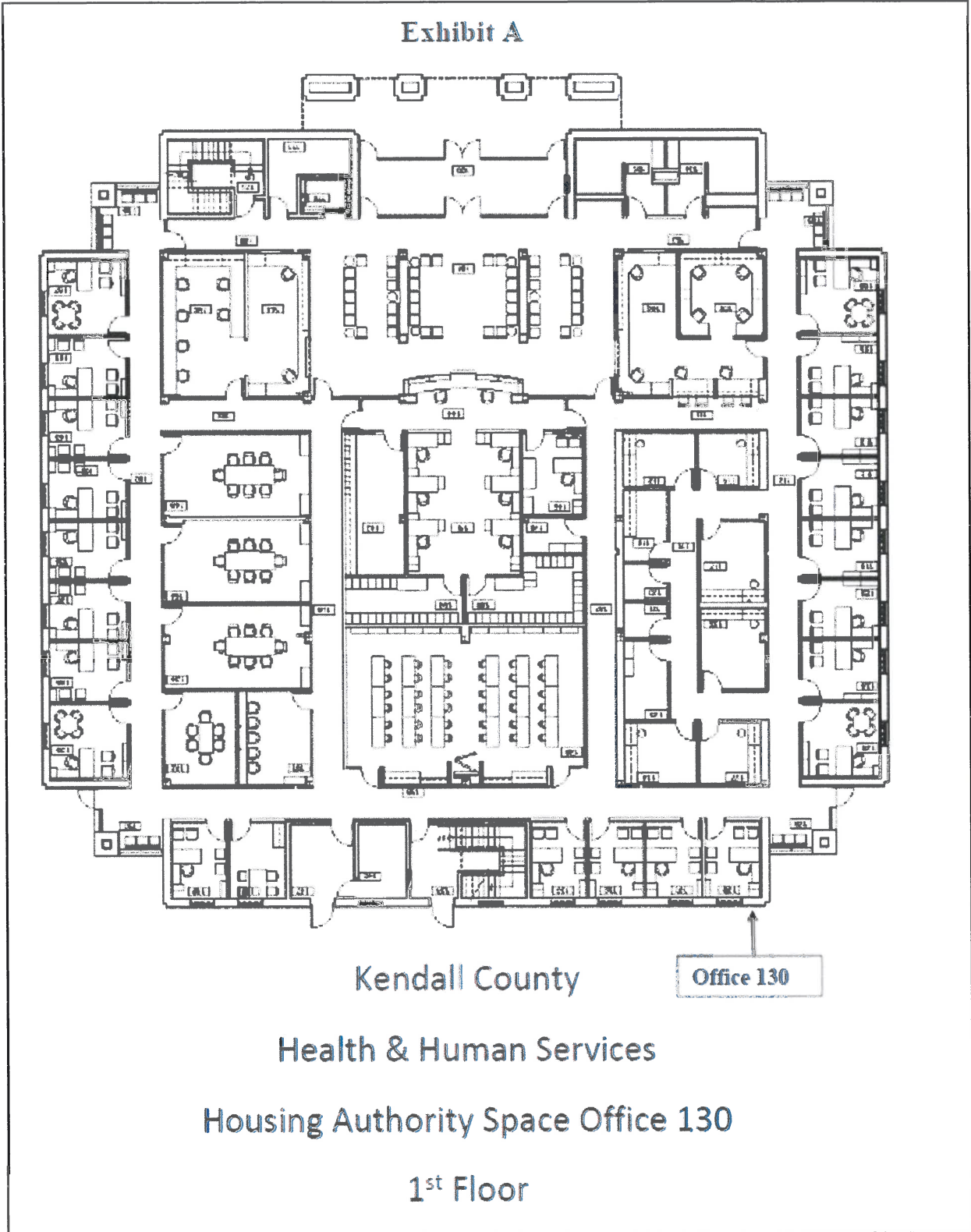
LANDLORD: _____
Chairman

TENANT: _____
{insert title}

County of Kendall, Illinois
111 W. Fox Street
Yorkville, IL 60560

Kendall Housing Authority
811 W. John Street
Yorkville, IL 60560

EXHIBIT A
DEPICTION OF PREMISES



**COUNTY OF KENDALL, ILLINOIS
ORDINANCE # 2024-**

APPROVAL OF A LEASE EXCEEDING 2 YEARS

WHEREAS, 55 ILCS 5/5-1049.2 authorizes a county board to lease county real estate for a term between 2 and 99 years if, in the opinion of the county board, the real estate is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the county; and

WHEREAS, in the opinion of the Kendall County Board, the following described property is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the county.

LEGAL DESCRIPTION OF PREMISES

Office number 248 located on the second floor of the east side of the Kendall County Health and Human Services Building, located at 811 West John Street, Yorkville, Kendall County, Illinois, consisting of approximately one hundred and twenty (120) square feet.

; and

WHEREAS, the Kendall County Board hereby seeks to lease the above described property for a term not to exceed 99 years.

NOW THEREFORE BE IT ORDAINED, the Kendall County Board hereby:

1. Authorizes the County Board Chairman to execute the Lease attached to this Ordinance as Exhibit 1 for the above described property.
2. The Kendall County Board may lease the above described property for a term not to exceed 99 years, the provisions of said Lease having been approved by the Board.

IN WITNESS OF, this Ordinance has been approved by a $\frac{3}{4}$ vote of the Kendall County Board members holding office on this _____ day of _____ 20_____.

Attest:

Kendall County Clerk
Debbie Gillette

Kendall County Board Chairman
Matt Kellogg

2024 LEASE AGREEMENT BETWEEN KENDALL COUNTY, ILLINOIS AND THE KENDALL COUNTY COURT APPOINTED SPECIAL ADVOCATE

This Lease Agreement (Lease) is made and entered into as of December 1, 2023, (the Effective Date), by and between the Landlord, the County of Kendall (hereinafter referred to as “County”) and the Tenant, the Kendall County Court Appointed Special Advocate (hereinafter referred to as “CASA”).

1. PREMISES

1.1 In consideration of the mutual promises, covenants, and conditions herein set forth, the County (hereinafter referred to as “Landlord”) hereby leases to CASA (hereinafter referred to as “Tenant”) and CASA hereby leases from the County the premises, being the office number 248 located on the second floor of the east side of the Kendall County Health and Human Services Building, located at 811 West John Street, Yorkville, Kendall County, Illinois, consisting of approximately one hundred and twenty (120) square feet (hereinafter referred to as “Premises”), for the purpose of CASA recruiting, training and supporting volunteer advocates to effectively speak to the best interests of abused, neglected and dependent children in Kendall County’s juvenile court system. Said Premises are shown on Exhibit A, attached hereto and excludes all Common Areas, as defined herein.

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

2. TERM

2.1 Term. The Term of this Lease shall be for the period of five (5) years commencing on December 1, 2023, and terminating on November 30, 2028. “Lease Term” or “Term” shall mean the Term.

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

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

3. RENT

3.1 Rental Payment. Tenant shall pay to Landlord Rent for said Premises in the amount of \$4,800.00 per year, for the period of December 1, 2023 to November 30, 2028. Tenant shall make monthly rental payments in the amount of \$400.00, each full payment shall be made by the first day of the month, with the first payment being made December 1, 2023.

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

3.3 Fair Market Value. The Landlord and Tenant agree that the rental amount set forth in section 3.1 constitutes the fair market value for rental of the premise.

4. PROPERTY

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

5. COMMON AREA.

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

5.2 Common Area Expenses. The term "Common Area Expenses" shall include the maintenance, repair, replacement, operation, and management of the Common Area and the Health and Human Services Building and shall include landscaping; repaving; resurfacing; restriping; security; alarm systems; signage; property management; repairs, maintenance, and replacements of bumpers, directional signs, and other markers; painting; lighting and other utilities (including, but not limited to electricity, gas, water, and telephone); cleaning; trash removal; Tenant's trash removal; any contracts for services or supplies to be provided in connection with the maintenance, management, operation, repair, and replacement of such Common Area. All costs associated with the Common Area are to be paid by the Landlord.

5.3 Control of the Common Area. Landlord and the Kendall County Health Department shall have exclusive control of the Common Area and may exclude any person from use thereof except authorized employees and service suppliers of Tenant. Tenant acknowledges that Landlord may change the shape, size, location, number, and extent of the improvements to any portion of the Health and Human Services Building without Tenant's consent. Tenant and its agents, employees, assignees, contractors, and invitees shall observe faithfully and comply with any rules or regulations adopted by the Landlord and/or Kendall County Health Department for the Health and Human Services Building. Tenant agrees to keep the Common Area free and clear of any obstructions created or permitted by Tenant or resulting from Tenant's operation and

to use the Common Area. Common Areas shall be used by Tenant and its employees, agents, representatives, licensees, and invitees only for normal activities: parking, ingress, and egress to and from the Premises and Kendall County Health and Human Services Building. If, in the opinion of Landlord, unauthorized persons are using the Common Area by reason of the presence of Tenant in the Premises, Tenant, upon demand of Landlord, shall correct such situation by appropriate action and proceedings against all such unauthorized persons. Nothing herein shall affect the rights of Landlord at any time to remove any such unauthorized persons from said areas or to prevent the use of said areas by such unauthorized persons. The Tenant is allowed to use the waiting area as set forth in Exhibit A, as well as public restrooms, for clients of the Housing Authority. In addition, the Tenant is allowed access to conference rooms and training rooms as deemed appropriate by the Kendall County Health Department and subject to their rules and regulations.

6. REAL PROPERTY TAXES

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

7. INSURANCE; INDEMNITY; SUBROGATION

7.1 General. All insurance policies required to be carried by Tenant under this Lease shall (a) be written by companies rated A-/VIII or better in the most recent edition of BEST'S INSURANCE REPORTS and authorized to do business in the State of Illinois and (b) name Landlord, the Kendall County Health Department, and any parties designated by Landlord as additional insures. Tenant shall deliver to Landlord certified copies of its insurance policies, or an original certificate evidencing that such coverage is in effect, January 1, 2022, and thereafter at least 30 days before the expiration dates of expiring policies. Coverage shall not be canceled or materially reduced. Tenant's coverage shall be primary insurance with respect to Landlord, and its officers, directors, and employees. Any insurance maintained by Landlord shall be in excess of, and not contributing with, Tenant's insurance. Coverage shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to any aggregate limit applicable to the insuring party's policy.

7.2 Tenant's Liability Insurance. Tenant shall keep in force during the term of this Lease a policy of public liability insurance insuring against any liability arising out of Tenant's use, occupancy, or maintenance of the Premises and the acts, omissions, and negligence of Tenant, its agents, employees, contractors, and invitees in and about the Premises and the Health and Human Services Building. As of the Term Commencement Date, such insurance shall provide coverage for and shall be in the amount of not less than \$2,000,000.00 per occurrence for bodily injury, including death, and person injury, \$1,000,000.00 per occurrence property damage insurance.

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

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

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

8. USE

8.1 The Premises shall be used for CASA to recruit, train and support volunteer advocates to effectively speak to the best interests of abused, neglected and dependent children in Kendall County's juvenile court system during the term of this Lease. The failure by Tenant to use the Premises pursuant to this Article 8 shall be considered a default under this Lease, and Landlord shall have the right to exercise any and all rights and remedies provided herein or by law. The Tenant may not transfer or assign the Lease to a third party.

8.2 Landlord and the Kendall County Health Department have the authority to make modification and improvements to the Health and Human Services Building, including the Premises, as deemed necessary to accomplish its statutory functions.

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

9. MAINTENANCE, REPAIRS, ALTERATIONS

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

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

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

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

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

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

10. UTILITIES

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

10.2 Standard Use. Tenant acknowledges that the Premises are designed to provide standard office use electrical facilities and standard office lighting. Tenant shall not use any equipment or devices that utilize excessive electrical energy or that may, in Landlord's reasonable opinion, overload the wiring or interfere with electrical services to other tenants. Tenant agrees that it shall not install any equipment that exceeds or overloads the capacity of the utility facilities serving the Premises, and that if equipment installed by Tenant requires additional utility facilities, installation of the same shall be at Tenant's expense, but only after Landlord's written approval of same.

10.3 Landlord's Responsibility. Landlord shall not be liable for, and Tenant shall not be entitled to, any damages, abatement, or reduction in Rent by reason of any interruption or failure in the supply of utilities, including but not limited to lightning strikes and floods. No failure, stoppage, or interruption of any utility or service, including but not limited to lightning strikes and floods, shall be construed as an eviction of Tenant, nor shall it relieve Tenant from any obligation to perform any covenant or agreement under this Lease. In the event of any failure, stoppage, or interruption of utilities or services, Landlord shall use its reasonable efforts to attempt to restore all services promptly. Landlord reserves the right from time to time to make reasonable and nondiscriminatory modifications to the utility systems serving the Health and Human Services Building. Landlord shall be entitled to cooperate with the energy and water conservation efforts of governmental agencies or utility suppliers.

11. MECHANICS LIENS

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

12. DEFAULTS, REMEDIES

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

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

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

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

13. DESTRUCTION

13.1 Landlord's Option to Terminate. In the event of a casualty causing damage to the Premises or Health and Human Services Building that cannot be repaired within ninety (90) calendar days from the date of damage or destruction, either Landlord or Tenant may terminate this Lease as of the date of the damage, upon written notice to the other party given within ninety (90) calendar days following the date of the casualty.

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

13.3 Limitation on Repairs. In the event of any reconstruction of the Premises under 13.2, Landlord's obligation to reconstruct the Premises shall be, to the extent reasonably practicable and to the extent of available proceeds, to restore the Premises to the condition in which they were delivered to Tenant. Landlord's repair obligations shall in no way include any construction obligations originally imposed on Tenant or subsequently undertaken by Tenant.

14. SIGNS AND DISPLAYS

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

15. COMPLIANCE WITH LAWS

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

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

16. RIGHT OF ENTRY

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

17. WAIVERS

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

18. ATTORNEY'S FEES

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

19. LIMITATION ON LIABILITY

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

20. NOTICES

20.1 Every notice, demand, or request (collectively "Notice") required hereunder or by law to be given by either party to the other shall be in writing and shall be served on the parties at the addresses set forth below the signatures of the parties or such other address as the party to be served may from time to time designate in a Notice to the other party. A copy of any notice to Landlord shall be sent to the Kendall County State's Attorney, 807 John Street, Yorkville, Illinois, 60560. Any such Notices shall be sent either by (a) United States certified or registered mail, postage prepaid, return receipt requested; (b) overnight delivery using a nationally recognized overnight courier, which shall provide evidence of delivery upon sender's request; or (c) personal delivery, All notices given in the manner specified herein shall be effective upon the earliest to occur of actual receipt, the date of inability to deliver to the intended recipient as evidenced by the United States Postal Service or courier receipt, or the date of refusal by the intended recipient to accept delivery as evidenced by the United States Postal Service or courier.

21. MISCELLANEOUS

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

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

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

21.4 Force Majeure. If, by reason of any event of force majeure, either party to this Lease is prevented, delayed, or stopped from performing any act that such party is required to perform under this Lease other than the payment of Rent or other sums due hereunder, the deadline for performance of such act by the party obligated to perform shall be extended for a period of time equal to the period of prevention, delay, or stoppage resulting from the force majeure event, unless this Lease specifies that force majeure is not applicable to the particular obligation. As used in this Lease, the term “force majeure” shall include, but not be limited to, fire or other casualty; bad weather; inability to secure materials; strikes or labor disputes (over which the obligated party has no direct or indirect bearing in the resolution thereof); acts of God; acts of the public enemy or other hostile governmental action; civil commotion; terrorist acts; governmental restrictions, regulations, or controls; judicial orders; and/or other events over which the party obligated to perform (or its contractor or subcontractors) has no control. A party claiming a force majeure event (“the claiming party”) shall promptly notify the other party in writing, describing the nature and estimated duration of the claiming party’s inability to perform due to the force majeure event. The cause of such inability to perform will be remedied by the claiming party with all reasonable dispatch.

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

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

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

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

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

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

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

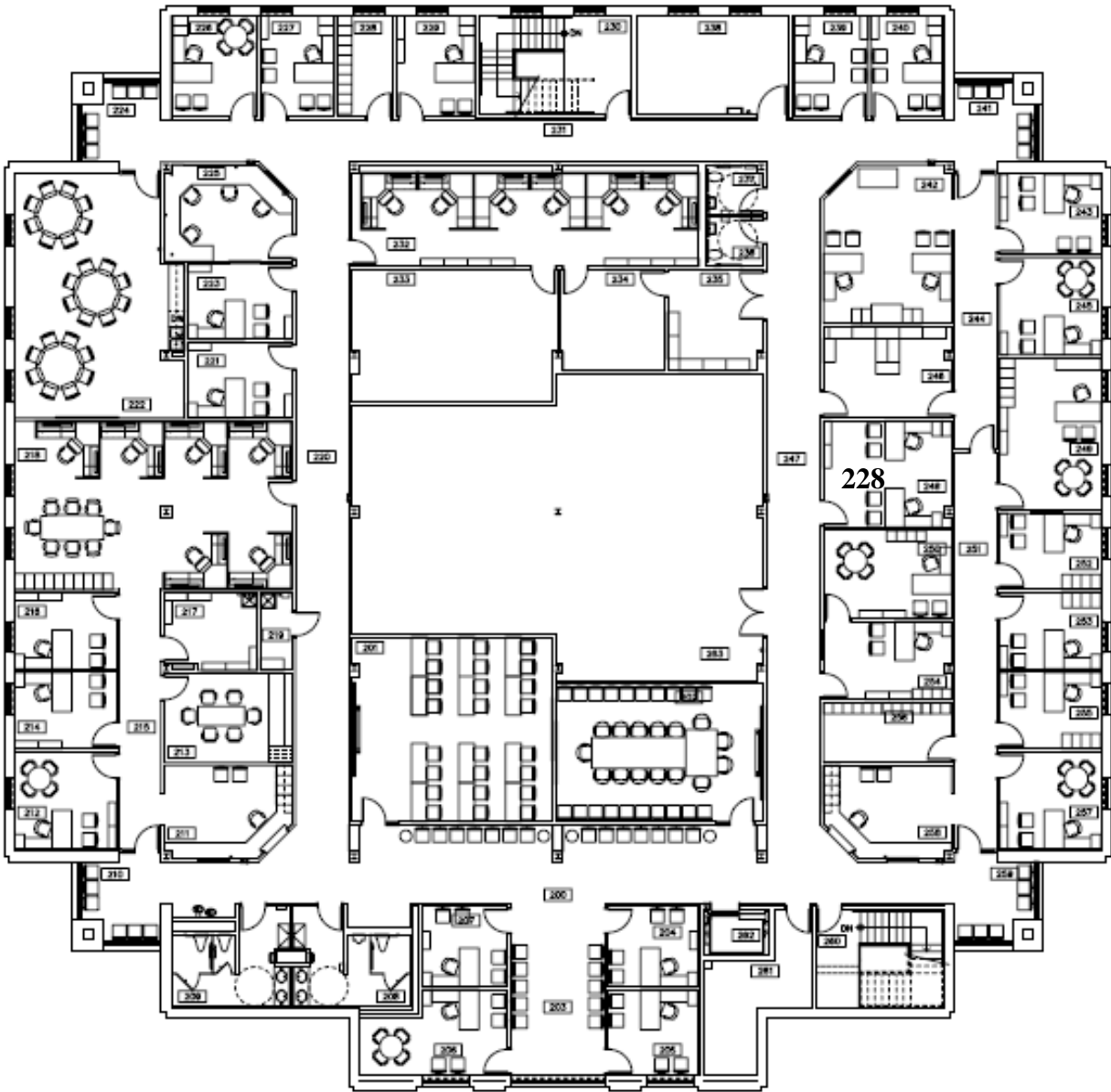
LANDLORD: _____
Chairman

TENANT: _____
Executive Director

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

Address of Tenant:
811 West John Street
Yorkville, IL 60560

EXHIBIT A
DEPICTION OF PREMISES
[See attached Second Floor Plan]



**Kendall County Health
Department
2nd Floor
CASA Space
Office 248**