

**Facilities Management
Committee Meeting
3/2/20 at 4:00 PM
***111 W. Fox Street ***
*** Room 209 & 210 *****

- - - -Agenda Topics - - - -

Call to Order

- 1) Roll call
- 2) Determination of a Quorum
- 3) Approval of the February 2020 meeting minutes.
- 4) Approval of Agenda
- 5) Public Comment

Old Business/Projects – Updates

- 1) Animal Control Projects
 - a. 2020 H.V.A.C. Invitation to Bid
 - i. Bid Results
 - b. Cost Update
 - c. Status of other Vendor Contracts
- 2) Sally Port Elevator Controls Project
- 3) Carpet Replacement Projects at the Courthouse
- 4) Sign project for new Illinois Statute for Single Use Bathrooms
- 5) Public Safety Center Door Release Buttons
- 6) Courthouse BCU Replacement Utilizing the U.S. Communities Contract
- 7) Mutual Ground New Space at the Courthouse
 - a. Mailroom Move, b. Sign Purchase, c. Furniture Move
- 8) Health Department Dental Office
 - a. Health Dept. Meeting Update

New Business/Projects

- 1) Chair Report
 - a. Solar Project Update
 - i. Financial Subordination Agreement Discussion
 - ii. Enterprise Zone Update
 - b. CenterPoint Energy Sale & Effect on Current Contract
 - c. Forest Preserve Lease
 - d. County Board Room and Security Improvements
 - i. Drawings review to date
- 2) Public Safety Center Boiler & MZU #4 Controls Upgrade
 - a. Discuss budgeted amount versus actual quote
- 3) Discussion and Approval of an IGA Between Kendall County & Little Rock Township
- 4) Discussion of Sealcoating Bid and Joint Purchasing

Staffing/Training/Safety

- 1) Reportable labor hours

Other Items

- 1) CMMS Charts
 - a. Reported vs. Completed, b. Work orders reported by building current month.
 - c. Work orders by work type current month.

Executive Session

Other Business

Public Comment

Questions from the Press

Adjournment

Facilities Committee Agenda
March 2, 2020

CALL TO ORDER

- 1) Roll Call
- 2) Determination of a Quorum
- 3) Approval of the February 2020 meeting minutes.
- 4) Approval of Agenda
- 5) Public Comment

OLD BUSINESS/PROJECTS

- 1) **Animal Control Projects**
 - a. **2020 H.V.A.C. Invitation to Bid**
 - i. **Bid Results**
 - See attached Sheet
 - b. **Cost Update**
 - See Attached Sheet
 - c. **Status of other Vendor Contracts**
 - Placed contracts for Masonry work, Concrete work, Door Frames, Doors & Hardware, Window Frames, Lighting & Ceiling Tiles.
 - Working on electric contract.
 - H.V.A.C. contract is on County Board agenda for Approval at the March 3, 2020 meeting.
 - Permit for all work applied for Feb. 27, 2020.
- 2) **Sally Port Elevator Controls Project**
 - Sump Pump and Outlet were installed.
 - Brighter Lighting was added.
 - Elevator was re-inspected and passed.
 - **Project complete.**
- 3) **Carpet Replacement Projects at the Courthouse**
 - Scheduled for shipping March 18, 2020.
 - Judge Pilmer will make areas available the week of March 30, 2020 in order to complete the installations efficiently.
- 4) **Sign project for new Illinois Statute for Single Use Bathrooms**
 - Signs were delivered February 10, 2020.
 - Signs for the Courthouse bathrooms ended being ordered 8" tall x 6" wide. This was larger and wider than the current signs. So, they did not fit the frames.
 - Director Smiley notified the sign company and they said it was their mistake. They ordered the signs to ADA standard size. They assumed this was the sign size even though Mr. Smiley walked them around and had provided measurements for the current signs prior to ordering.
 - The sign company is providing new frames at no charge to Kendall County. Director Smiley agreed to install them. New frames should be here before the next FMC meeting in April.
 - All other signs have been installed.
- 5) **Public Safety Center Door Release Buttons**
 - All buttons have been completed and tested.
 - **Project complete.**
- 6) **Courthouse BCU Replacement Utilizing the U.S. Communities Contract**
 - Director Smiley approved the submittal.
 - Materials should be available early March.
 - Then they will be scheduled to be installed.

- 7) **Mutual Ground New Space at the Courthouse**
 - a. **Mailroom Move, b. Sign Purchase, c. Furniture Move**
 - The mailroom equipment was moved the week of March 17, 2020.
 - The sign was ordered Feb. 12, 2020 and will take 4-6 weeks to be made.
 - KCFM staff re-painted the inner office.
 - Mutual Ground moved furniture in on March 21, 2020.
 - **Project complete with the exception of the sign. It will be installed once it arrives.**
- 8) **Health Department Dental Office**
 - a. **Health Dept. Meeting Update**
 - Director Smiley checked with Kluber Inc. on what happened at the meeting.
 - Chris Hanson at Kluber said no one has contacted him to meet to date.
 - Mr. Smiley emailed Steve Curatti and Dr. Tokars for status on the meeting.
 - Steve responded that their Financial person will be setting up the meeting with the Architect. No date was provided.

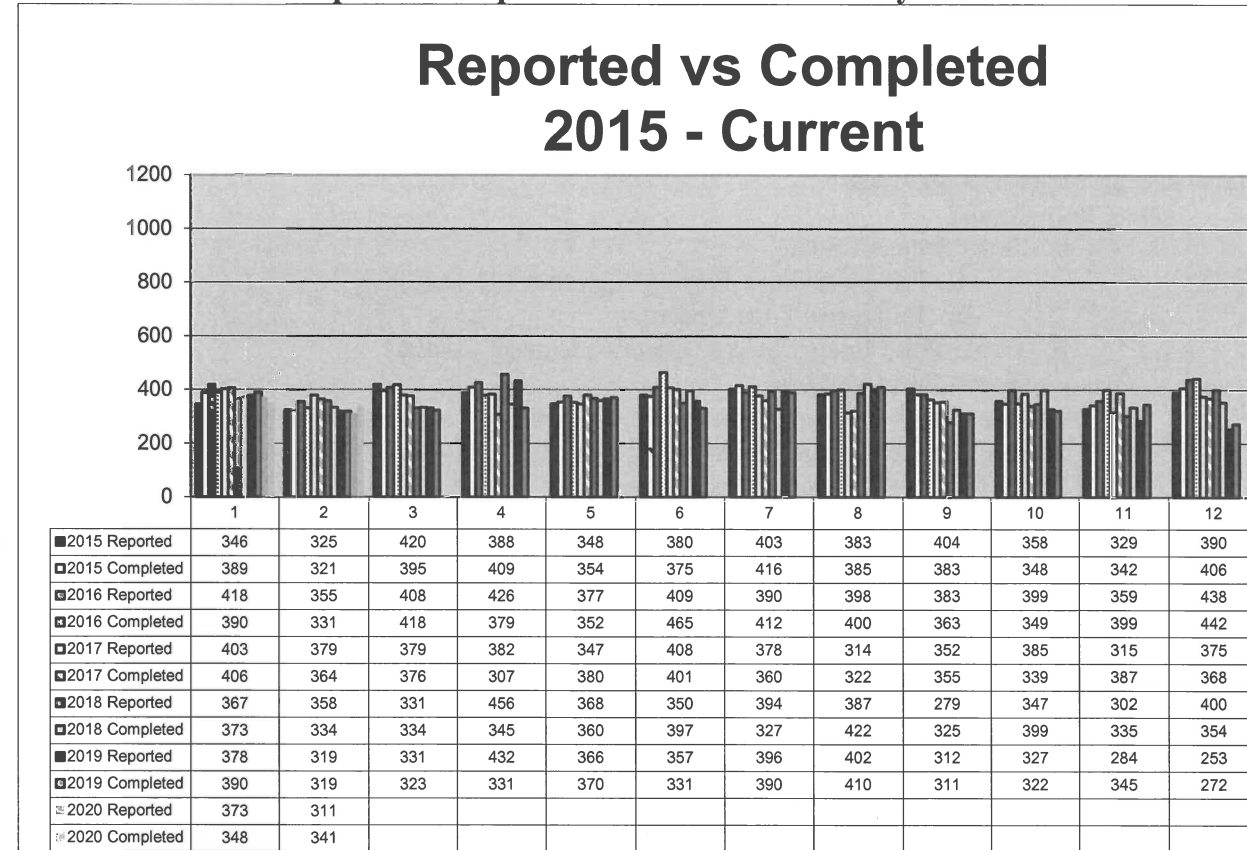
NEW BUSINESS/PROJECTS

- 1) **Chair Report**
 - a. Solar Project Update
 - i. Financial Subordination Agreement Discussion
 - ii. Enterprise Zone Update
 - b. CenterPoint Energy Sale & Effect on Current Contract
 - c. Forest Preserve Lease
 - All three items 1) Kendall County Forest Preserve Lease at the Historic Courthouse, 2) Pickerill House Storage License with Kendall County & 3) MOU for costs, are on the Forest Preserve & County Board agendas for Tuesday, March 3, 2020 meetings.
 - Once these are approved an IGA between Kendall County and the Kendall County Forest Preserve needs to be drafted by the State's Attorney's office.
 - d. County Board Room and Security Improvements
 - i. Drawings review to date
 - Dewberry provided three initial concepts for the room.
 - a. These drawings were reviewed by Chair Kellogg, CA Koeppel and Director Smiley.
 - Mr. Smiley sent suggested changes to Dewberry to modify.
 - Jim received the modified drawings the week of Feb. 24, 2020. Initial review by Mr. Smiley was completed and found to not have all the suggested changes included. So, Jim marked the drawings up and sent them back to Dewberry again for updates.
 - See attached drawings.
- 2) **Public Safety Center Boiler & MZU #4 Controls Upgrade**
 - a. Discuss budgeted amount versus actual quote
 - \$60,000.00 was approved to be included in the capital budget for 2020 under the Public Safety Maintenance Fund.
 - The quote came in at \$62,100.00.
 - Director Smiley discussed this with Chair Kellogg.
 - a. Jim feels there will be savings on other projects under this fund. Chair Kellogg said he also knew of other savings in this fund on another project.
 - b. Mr. Smiley is looking for direction on this project.
- 3) **Discussion and Approval of an IGA Between Kendall County & Little Rock Township**
 - This IGA would be for maintenance at the Darnell Cemetery discussed at the January FM Committee meeting. CA Koeppel will explain the discussion with Little Rock Township.
- 4) **Discussion of Sealcoating Bid and Joint Purchasing**
 - CA Koeppel was approached by the Purchasing agent from Oswego to see if we had projects for seal coating to include with their planned projects this year.
 - Mr. Koeppel will explain the discussion and what steps need to happen to be part of these solicitations.

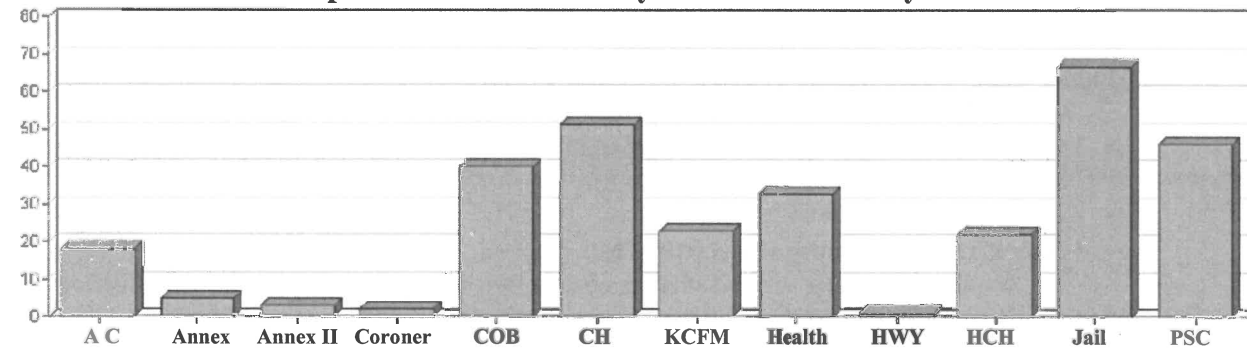
**February 2020
Staffing/Training/Safety:**

DESCRIPTION	Feb-20	Jan-20	Dec-19
Possible Work Hours (5 employees @ 8 hrs)	720.00	840.00	780.00
Paid/Unpaid Leave	48.00	80.00	64.00
Holiday	96.00	80.00	96.00
Bereavement	0.00	0.00	0.00
* FMLA	104.00	168.00	156.00
<i>Regular Productive Hours</i>	<i>576.00</i>	<i>680.00</i>	<i>620.00</i>
Overtime Worked	35.50	51.50	6.00
<i>Total Productive Hours</i>	<i>611.50</i>	<i>731.50</i>	<i>626.00</i>

Reported/Completed Work Orders February 2020



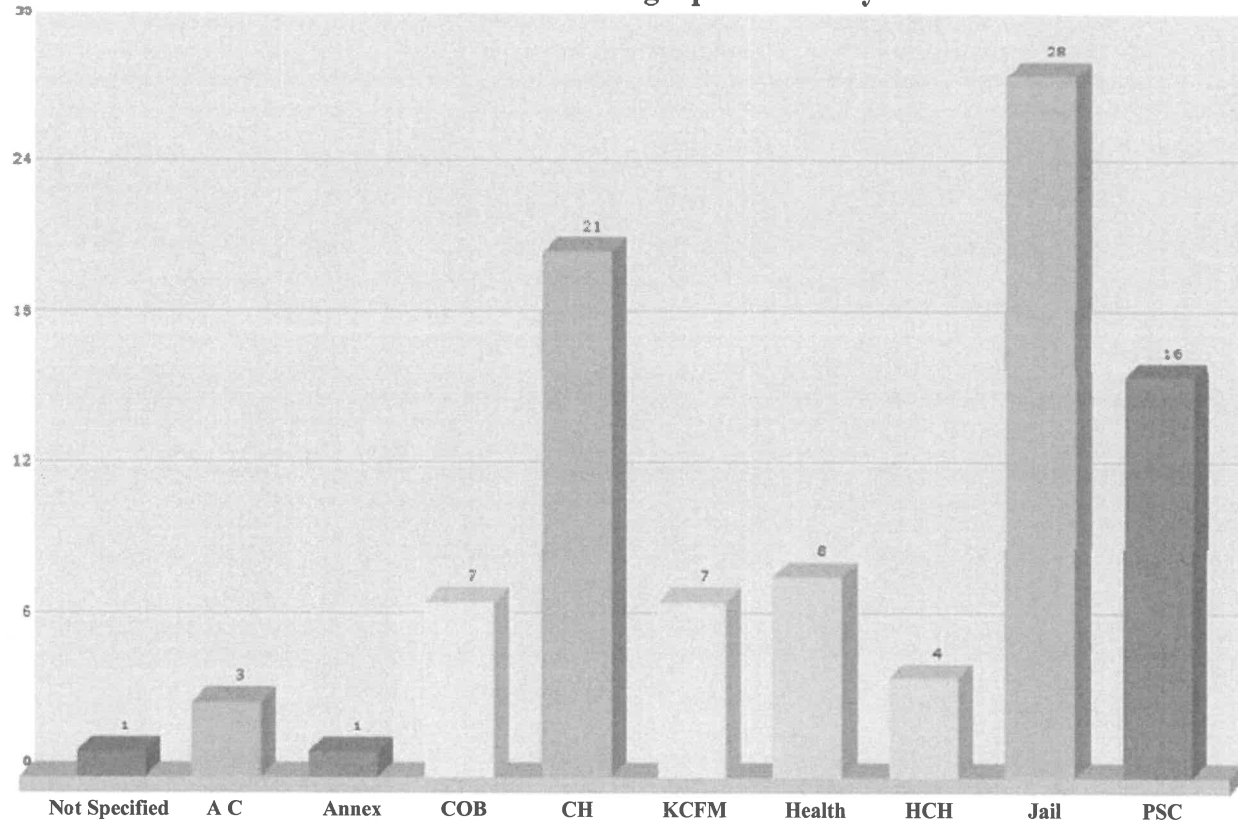
Reported Work Orders by Location February 2020



Reported Work Orders by Task February 2020



Work Orders Remaining Open February 2020



Executive Session

OTHER BUSINESS

CITIZENS TO BE HEARD

QUESTIONS FROM THE PRESS

ADJOURNMENT

The next regular Facilities Management committee meeting is scheduled to be on April 6, 2020. The meeting will be held at 111 W. Fox Street, Yorkville in the County Board room.

**COUNTY OF KENDALL, ILLINOIS
FACILITIES MANAGEMENT COMMITTEE
MEETING MINUTES
MONDAY, FEBRUARY 3, 2020**

Committee Chair Matt Kellogg called the meeting to order at 4:00 p.m.

Roll Call: Members Present: Amy Cesich, Matt Kellogg, Tony Giles, Judy Gilmour, Audra Hendrix

With enough members present, a quorum was formed to conduct business.

Others Present: Facilities Management Director Jim Smiley, County Administrator Scott Koeppe

Approve the January 6, 2020 Facilities Committee Meeting Minutes – There were no changes to the January 6, 2020 minutes; Member Hendrix made a motion to approve the minutes, second by Member Giles. **With enough present members voting aye, the minutes were approved.**

Approval of Agenda – Member Cesich made a motion to amend the agenda to move item number 1d under new business to be moved after the Public Comment. Member Hendrix second the motion. **All Aye. Motion approved.**

Public Comment – None

Old Business/Projects

1. *Animal Control Project* – Director Smiley informed the Committee the walk through for the Animal Control ITB (Invitation to Bid) is tomorrow, 10:00 am on Tuesday February 4, 2020.
2. *Sally Port Elevator Controls Project* – Director Smiley reported the final inspection was on the January 29, 2020. Mr. Smiley stated this is only temporary occupancy since additional lighting and a sump pump capable of handling 3,000 gallons per hour will need to be installed.
3. *Carpet Replacement Projects at the Courthouse* – Director Smiley stated the carpet for courtroom 112 and 113 has been ordered. Mr. Smiley will schedule installation around the court schedule.
4. *Sign project for new Illinois Statute for Single Use Bathroom* – Director Smiley stated the new signs were received damaged in shipping. As soon as the replacements come in, they will be installed.
5. *Public Safety Center Door Release Buttons* – Director Smiley informed the Committee four (4) of the five (5) buttons have been installed and are operating. The last button will be installed by the next Facilities Committee meeting.
6. *Courthouse BCU Replacement Utilizing the U.S. Communities Contract* – Director Smiley reported the order was placed with Trane. The field survey is scheduled for Thursday. Mr. Smiley stated and he should have an installation date by the next Facilities Committee meeting.

New Business/Projects

1. *Chair's Report*

- a. *Solar Project Update* – Chair Kellogg stated the issue will be before the Yorkville City Council on February 11, 2020 for final approval. Director Smiley anticipates a plan schedule for the project by the next Facilities Committee Meeting.
 - b. *Forest Preserve Lease* – Discussion on changes/recommendations and questions from the State’s Attorney’s Office. County Administrator Koepfel recommends an auto renewal of the lease with a 60 or 90 day notice of cancellation by either party. Chair Kellogg stated the county will assume responsibility without renters/flood insurance. The MOU (Memorandum of Understanding) will need to be brought before the County Board for approval. The State’s Attorney’s Office is also recommending an IGA (Intergovernmental Agreement) will need to be created for the Forest Preserve to handle the leasing of space at the Historic Courthouse. This will be done once the lease, MOU and license for storage are completed for the Forest Preserve and Pickerill house.
 - c. *County Board Room and Security Improvements Meeting* – Director Smiley reported to the Committee Dewberry estimates and additional \$11,000.00 in A/E costs to the project to add full CADD drawings of the facility, limited card access system on outside doors at the Historic Courthouse and electronic signage for meeting postings at both the County Office Building and Historic Courthouse. Consensus of the Committee is for Dewberry to submit a new contract for this amount with the same terms to bring to the County Board for approval.
 - d. *Darnell Cemetery Meeting – Shannon McNelis, Little Rock Township* – Shannon McNelis from Little Rock Township Road District and Cemetery presented to the Committee information about the Darnell Cemetery; reported on its current condition along with information on registration of the cemetery with the State of Illinois. Discussion by the Committee on maintenance needed of the Darnell Cemetery owned by Kendall County. Consensus of the Committee is to have the State’s Attorney’s Office create an IGA (Intergovernmental Agreement) for Little Rock Township to maintain the property once Little Rock Township Trustees approve to perform the maintenance. Initial cleanup of the Cemetery will be done between the Forest Preserve and Highway and Little Rock Township donating time and equipment. Chair Kellogg suggested to check with Roger Matile on the history of the cemetery.
2. *Mutual Ground New Space at the Courthouse* – Director Smiley reported to the Committee Mutual Ground will pay for a new sign they have requested for the new space. Mr. Smiley will sign the quote once received from Mutual Ground. Director Smiley stated before the move takes place the Courthouse mailroom equipment will need to be moved. This will require department badges to be reprogrammed from the current space to the new mailroom location by Jury Assembly. Director Smiley is working on details of this move with Court Security.
 3. *Steiner Annual Generator Preventative Maintenance Contract Discussion* – Director Smiley received the 2020 quote from the current provider for maintenance on the generators. Present provider came in \$500.00 more. The contract terms are the same from last year’s contract that was reviewed by the State’s Attorney. Consensus of the Committee is to forward the contract to the February 18, 2020 County Board meeting for approval.
 4. *Health Department Dental Office* – Director Smiley submitted to the Committee the Kluber, Inc. proposal, to provide A/E services for this project. Kluber’s fee for A/E services is quoted at \$23,585.00. The estimate of the Dental office build out is estimated to be in excess of \$185,000. The reason for this is because Kluber, Inc. has designed dental offices for other counties and additional rooms need to be part of the design to meet inspection standards. The Committee directed Mr. Smiley to forward to information to Health Department Director Dr. Tokars along with an offer to meet and discuss the estimate with Kluber, the Health Department Finance Chair, Member Kellogg and Director Smiley.
 5. *RPZ Valve Repair/Replacement* – Director Smiley informed the Committee the annual testing is complete, two (2) valves needed to be repaired and one (1) valve was replaced. Project Complete.

6. *Historic Courthouse Fire Alarm Panel Replacement* – Director Smiley stated the defective fire panel board was replaced. Project Complete.

Staffing/Training/Safety

- *Reportable Labor Hours* – Reports were included in the packet.

Other Items of Business

- *CMMS Charts* – Reports were included in the packet for:
- Reported versus Completed Work Orders, Reported by Building Current Month
 - Work Orders by Work Type Current month

Questions from the Media – None

Executive Session – None

Adjournment – Chair Kellogg asked if there was a motion to adjourn. Member Hendrix made a motion to adjourn the meeting, second by Member Cesich. **With all members present voting aye, the meeting adjourned at 5:01 p.m.**

Respectfully submitted,

Christina Wald
Administrative Assistant

2020 ANIMAL CONTROL HVAC BID TABULATION FORM

February 18, 2020

Name of Bidder	Base Bid	Payment Bond Included	Alt Bid #1 Split System	Alt Bid #2 Prep and clear coat spiral ductwork	Addendum Rec'd	Remaining
Amber Mechanical Contractors, Inc	Kennels: \$160,000.00					
	Office: \$92,000.00					
Artlip & Sons, Inc	Kennels: \$57,700.00	100% Bid Bond	\$9,000.00	\$4,800.00		
	Office: \$35,500.00					
Peter Perella & Co.	Kennels: \$40,000.00		\$6,250.00	\$3,800.00		
	Office: \$34,200.00					
Prism Mechanical	Kennels: \$74,328.00		\$12,500.00			
	Office: \$35,871.00					

Animal Control Projects
2/26/2020

Project Professional List
Vendor List & Costs

Doors, Windows and Selected demo.

Vendor	Service Provided	Actual Cost
KCFM Staff	Removal of lighting, diffusers and grille in ceiling areas of offices and kennels.	\$ -
	Build Walls in Hallway & Kennel	\$ 3,000.00
Waste Company	Disposal of materials.	\$ 900.00
New Age Masonry	Infill existing intake/Exhaust openings. Cut in new openings. Cut in new windows openings. Door cut in. Fix Interior Wall after Demo.	\$ 21,850.00 \$ 900.00
Midwest Concrete	Demo Office Curb, Repour floor and Install Pads & Door Stoop	\$ 5,620.00
Security Builders	Hollow metal door frames. Finish hardware allowance.	\$ 3,000.00 \$ 2,025.00
	Alternate for auto open operators.	
Glasshopper	Aluminum Storefront frames with thermo pane per Healy Bender spec's	\$ 14,800.00
Twin Supplies - Lights	Kennel & Office area replacements ComEd Rebate	\$ 9,660.50 \$ (2,669.68)
KCFM Staff - Ceiling tiles	Cleanable for office areas KCFM staff to replace *Est.	\$ 2,000.00
Peter Perella & Co. - H.V.A.C.	Peter Perella & Co. Kennel Areas Office area from bid Alt#1 Split System Viewing Area Prep & Clear Coat Spiral Ductwork	\$ 40,000.00 \$ 34,200.00
Epoxy painting Cleaner Living Services	Kennel areas and new Directors office from bid Interior Hallway Walls	\$ 11,000.00 \$ 5,600.00
Misc. KCFM Staff	Drywall painting unknown items Kennel Ceilings & Ductwork Painting	\$ 5,000.00 \$ 5,000.00
NGC - Electric	Lighting, Outlets, Switches, Data Door Openers, Security HVAC Office Systems HVAC Kennel Areas	\$ 7,300.00 \$ 3,675.00 \$ 4,075.00
Totals		\$ 176,935.82

**ASSIGNMENT OF RIGHTS IN SOLAR ENERGY POWER
PURCHASE AGREEMENT**

This ASSIGNMENT OF RIGHTS IN SOLAR ENERGY POWER PURCHASE AGREEMENT ("Assignment") is made effective as of the 15th day of October, 2019 by GRNE Solarfield 01 LLC, an Illinois limited liability company ("Borrower") whose mailing address is 230 N. Hicks Place, Palatine, IL 60067-5305, to and for the benefit of Union Bank and Trust Company, a Nebraska state banking corporation (herein "Lender"), located at 3643 South 48th Street, PO Box 82535, Lincoln, NE 68501-2535.

NOW, THEREFORE, in consideration of Lender's Agreement to advance the loans identified hereinbelow, and for other good and valuable consideration, it is hereby represented and agreed as follows:

1. **Borrower's Representations.** The Borrower represents and warrants that:

(a) Borrower and the County of Kendall, Illinois previously entered into that certain Solar Energy Power Purchase Agreement dated March 6, 2018 pursuant to which Borrower agreed to install, finance, own and operate a solar energy facility and the County of Kendall, Illinois, agreed to purchase from Borrower all of the energy output generated by such solar energy facility during the term thereof (all right, title and interest of Borrower in and to the Solar Energy Power Purchase Agreement, including the right to receive any "energy payments" and any other proceeds or products thereof, shall be collectively referred to herein as the "Collateral"); and

(b) Borrower has the full power, right and authority to enter into this Assignment and the provisions of this Assignment do not conflict with or result in a default under any agreement or other instrument binding upon Borrower and do not result in a violation of any law, regulation, court decree or order applicable to Borrower; and

(c) The Borrower has not, and will not, sell, assign, transfer, encumber or otherwise dispose of the Borrower's rights in the Collateral except as provided in this Assignment.

2. **Assignment of Collateral.** Borrower does hereby assign all of Borrower's rights, title, interest and ownership in and to the Collateral, as security for (a) that certain Promissory Note executed by Borrower dated October 15, 2019 in the original principal amount of \$482,000.00 and payable to the order of Lender; (b) that certain Promissory Note executed by Borrower dated October 15, 2019 in the original principal amount of \$1,800,000.00 and payable to the order of Lender (collectively "Notes"). This Assignment shall secure all indebtedness evidenced by the promissory notes together with all interest accruing thereon and other charges arising thereunder. For purposes of this Assignment, the foregoing promissory notes, together with all modifications, renewals, extensions and refinancings thereof and substitutions therefor shall be collectively known as the "Notes". This Assignment is upon the following terms and conditions:

2.1 The Borrower represents and warrants that the Collateral is validly existing and that the Borrower's interest in the Collateral as of the date hereof is not subject to any claim, setoff, lien or encumbrance of any nature.

2.2 Neither this Assignment nor any action or inaction on the part of Lender shall constitute an assumption on the part of Lender of any obligations under the Collateral and the Borrower shall continue to be liable for all obligations thereunder, the Borrower hereby agreeing punctually to perform all obligations under the Collateral and to suffer or permit no default to exist thereunder. The Borrower agrees to hold Lender and its stockholders, directors, officers, employees, agents and representatives harmless from and against any liability, claim, damage, loss, cause of action or cost (including but not limited to, reasonable fees and disbursements of legal counsel) resulting from any failure of the Borrower so to perform. Lender shall have no duty, responsibility or liability to protect or maintain the value of the Collateral, to preserve any rights relating to the Collateral, or pursue any rights relating to the Collateral.

2.3 This Assignment shall constitute a perfected, absolute and present assignment to Lender, provided, so long as there shall exist no default under the Notes or any other agreement, document or instrument given as evidence of or security for such indebtedness (herein collectively the "Loan Documents") or a default by the Borrower under the Collateral, Borrower shall be entitled to receive all payments derived from the Collateral. In the event of any default on the part of Borrower on the Notes or other loan documents evidencing or securing the indebtedness evidenced by the Notes (the Notes and such other loan documents shall be collectively referred to as the "Loan Documents") or any event of default on the part of Borrower under the Collateral, Lender may, subject to the giving of any applicable notice of right to cure or default, exercise all rights of Borrower in and to the Collateral, without further notice or demand to Borrower.

2.4 In the event of any such default at any time, subject only to the giving of any applicable notice of right to cure or default, Lender, in its own name or in the name of the Borrower, may, but shall not be obligated, to do any one or more of the following: (a) collect by legal proceedings or otherwise all payments, distributions and other sums now or hereunder payable upon or on account of such Collateral; (b) make any compromise or settlement it deems desirable or proper with reference to Collateral; (c) cause the Collateral to be transferred to its name or to the name of its nominee, but such transfer shall not be deemed to be in satisfaction of the indebtedness evidenced by the Notes or arising under any other Loan Documents; and (d) exercise, as to such Collateral all the rights, power or remedies of the "Seller", whether or not title thereto is transferred.

2.5 Assignor hereby covenants and agrees:

- a. Not to execute any other assignment of Assignor's interest in the Collateral;
- b. Not to alter, amend or modify its rights to the Collateral without prior written consent of Lender, which consent Lender may give or withhold in its sole discretion;

- c. Not to release or forego Assignor's right to the Collateral without the prior written consent of Lender, which consent Lender may give or withhold in Lender's sole discretion; and
- d. To promptly deliver to Lender true and correct copies of all notices or other documents or communications received by Assignor with regard to or relating in any way to the Collateral.

3. **Application of Proceeds.** The proceeds of the Collateral, and all sums received or collected by Lender from or on account of the Collateral, shall be applied by Lender in payment of expenses incurred by Lender in connection with any liquidation, sale, transfer or delivery of the Collateral, to the payment of any other costs, charges, attorney's fees or expenses incurred by Lender, including without limitation any such costs or attorney's fees incurred in connection with the enforcement of this Assignment and to the payment of indebtedness evidenced by the Notes or arising under the Loan Documents, or any part thereof, all in such order and manner as Lender, in its sole discretion, may determine.

4. **Power of Attorney.** The Borrower hereby irrevocably constitutes and appoints Lender as true and lawful attorney for the Borrower, in its name or the name of Lender or otherwise, to enforce all of the rights of the Borrower under the Collateral either in the name of the Borrower or in the name of Lender, provided, however, Lender shall have no obligation to do so.

5. **Assignment of Lender's Rights.** The rights of Lender under this Assignment may be assigned by it in connection with any assignment of the obligations of Borrower to Lender under the Notes or other Loan Documents and any such assignee shall be entitled to rely upon the representations, warranties and covenants herein made.

6. **Binding Effect.** This Assignment is binding upon the Borrower, as well as the Borrower's successors and assigns, and shall inure to the benefit of Lender and its successors and assigns, and is legally enforceable in accordance with its terms.

7. **Waiver.** Lender shall not be deemed to have waived any rights under this Assignment unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Assignment shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Assignment.

8. **Notices.** Borrower will promptly deliver to Lender all written notices, and will promptly give Lender written notice of any other notices received by it with respect to the Collateral.

9. **Further Action.** Borrower shall at any time, and from time to time, upon the written request of the Lender, execute and deliver such further documents and do such further acts as Lender may request to effect the purposes of this Assignment.

10. **Cumulative Remedies.** The rights and remedies provided in this Assignment are in addition to and not exclusive of any rights or remedies provided by law or in equity.

11. **Severability.** If a court of competent jurisdiction finds any provision of this Assignment to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances.

12. **Termination of Agreement.** This Assignment is, however, subject to the condition that if such Notes are paid in full according to their terms, then this Assignment is to be void, otherwise this Assignment to remain in full force and effect.

13. **Governing Law.** This Assignment has been negotiated, executed and delivered in the State of Nebraska and shall be governed by and interpreted in accordance with the internal laws of the state of Nebraska (regardless of conflicts of laws, principles or the place of business, residence, location or domicile of the Borrower or any constituent principal thereof) except to the extent superseded by federal law.

14. **Counterparts.** This Assignment may be executed in any number of counterparts by the parties to this Assignment. Each of said counterparts shall be deemed to be an original, and all such counterparts shall constitute but one and the same instrument.

15. **WAIVER OF JURY TRIAL.** THE BORROWER AND LENDER HEREBY JOINTLY AND SEVERALLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN AN ACTION OR PROCEEDING RELATING TO THIS ASSIGNMENT, ANY OF THE LOAN DOCUMENTS, THE OBLIGATIONS THEREUNDER, ANY COLLATERAL SECURING THE OBLIGATIONS, OR ANY TRANSACTION ARISING THEREFROM OR CONNECTED THERETO. THE BORROWER AND THE LENDER EACH REPRESENTS TO THE OTHER THAT THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY GIVEN.

IN WITNESS WHEREOF, the parties have executed this Assignment effective as of the date and year first above written.

Borrower:

GRNE Solarfield 01 LLC,
an Illinois limited liability company

By: _____
Name: _____
Title: _____

Lender:

Union Bank and Trust Company, a
Nebraska state banking corporation,

By: _____
Matthew Clare
Commercial Loan Officer

**ACKNOWLEDGMENT AND CONSENT TO ASSIGNMENT
OF RIGHTS IN SOLAR ENERGY POWER PURCHASE AGREEMENT**

COMES NOW the County of Kendall, Illinois, an Illinois unit of local government (the "County") and hereby consents to the foregoing Assignment of Rights in Solar Energy Power Purchase Agreement effective October 15, 2019 ("Assignment") entered into between GRNE Solarfield 01 LLC, an Illinois limited liability company ("Borrower") and Union Bank and Trust Company ("Lender") and does hereby acknowledge and agree as follows:

1. The County hereby recognizes and consents to the foregoing Assignment and recognizes the Lender's enforcement of all rights and remedies available to Lender under the Assignment.

2. Upon notification from Lender of an event of default by Borrower under the Assignment, the County shall remit directly to Lender at 3643 S. 48th Street, PO Box 82535, Lincoln, NEA 68501-2535, all sums payable by the County pursuant to the foregoing Solar Energy Power Purchase Agreement.

3. In the event of a breach or default of the Borrower's obligations under the Assignment, the Notes or other Loan Documents (as defined in the Assignment) Lender may, at Lender's request be substituted in place of Borrower under the Solar Energy Power Purchase Agreement, provided that Lender shall provide Lender's written acceptance and adoption of all of the terms and provisions of the Solar Energy Power Purchase Agreement.

4. In the event of any breach or default of the Borrower's obligations under the Solar Energy Power Purchase Agreement, the County covenants and agrees to give Lender copies of any and all written notices given to Borrower in connection therewith, concurrently with the giving of such notices to the Borrower, and the County shall afford Lender thirty (30) days from the date of any such written notice to cure any such breach or default (with, however, Lender having no obligation whatsoever to cure or attempt to cure such breach or default). The County shall not commence any action to terminate the Solar Energy Power Purchase Agreement prior to the expiration of said cure period.

5. In addition to, and without any limitation of the Lender's rights, in the event the County terminates the Solar Energy Power Purchase Agreement for any reason whatsoever or in the event Borrower rejects the Solar Energy Power Purchase Agreement in any bankruptcy or insolvency proceeding, the County shall, upon written request by Lender made within thirty (30) days after receipt by Lender of written notice from the County or Borrower of such termination or rejection, as the case may be, enter into a new Solar Energy Power Purchase Agreement with Lender or any successor or assign of Lender, for the then remaining term of the Solar Energy Power Purchase Agreement, on the same terms and conditions as the Solar Energy Power Purchase Agreement. Concurrent with the execution of the new Solar Energy Power Purchase Agreement, Lender shall cure all then existing monetary defaults under the Solar Energy Power Purchase Agreement by Borrower of which the County has given Lender prior written notice in accordance with Section 4 above and Lender shall commence and diligently prosecute to completion all non-monetary defaults of Borrower which may be cured by any party other than Borrower of which the County has given Lender prior written notice in accordance with Section 4 above.

6. Lender shall have the right, but not the obligation, to assign its interest in the Solar Energy Power Purchase Agreement to a third party in connection with the exercise of Lender's rights under the Assignment, with reasonably prompt written notice to the County.

7. The County represents and warrants to Lender that the Solar Energy Power Purchase Agreement is in full force and effect and the County is unaware of any current condition constituting a default under the Solar Energy Power Purchase Agreement or which would permit the County to terminate the Solar Energy Power Purchase Agreement.

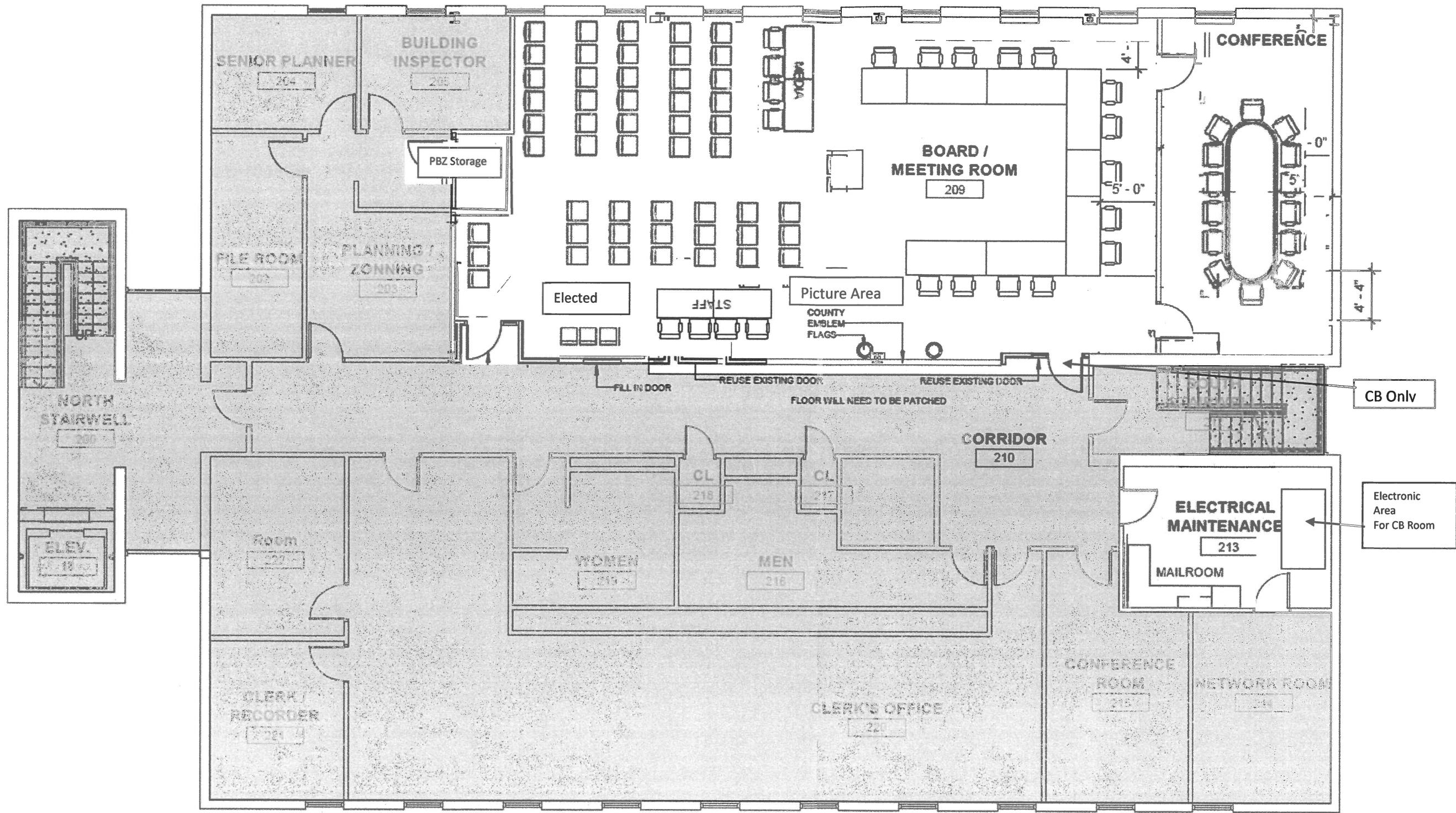
8. The County hereby covenants and agrees that the Solar Energy Power Purchase Agreement shall not be amended, modified, extended, renewed or restated without the prior written consent of Lender.

9. The County acknowledges that Borrower has granted to Lender a security interest in the "System" (as defined in the Solar Energy Power Purchase Agreement) and all other personal property, proceeds or products related thereto or derived therefrom, whether now owned or hereafter acquired by the Borrower. The County hereby subordinates any lien or security interest (or claim arising therefrom) it may have in and to any "System Assets" (as defined in the Solar Energy Power Purchase Agreement) to any lien or security interest (or claim arising therefrom) of Lender in such System Assets; provided, however, that this subordination shall not prevent the County from exercising any right or remedy against Borrower to which the County may be entitled under the Solar Energy Power Purchase Agreement or as may be provided by applicable law; nor shall it prevent the County from realizing upon any lien it may have on any System Assets, so long as the County recognizes Lender's prior rights, security interests and liens. The County further agrees to notify any assignee of Lender of the existence of the foregoing subordination of the County's lien or security interest (or claim arising therefrom), which shall be binding upon the successors and assigns of the County, and shall inure to the benefit of the successors and assigns of Lender. The County further agrees to provide Lender with access to the System and the Lender hereby agrees to use due care during any period it accesses the System.

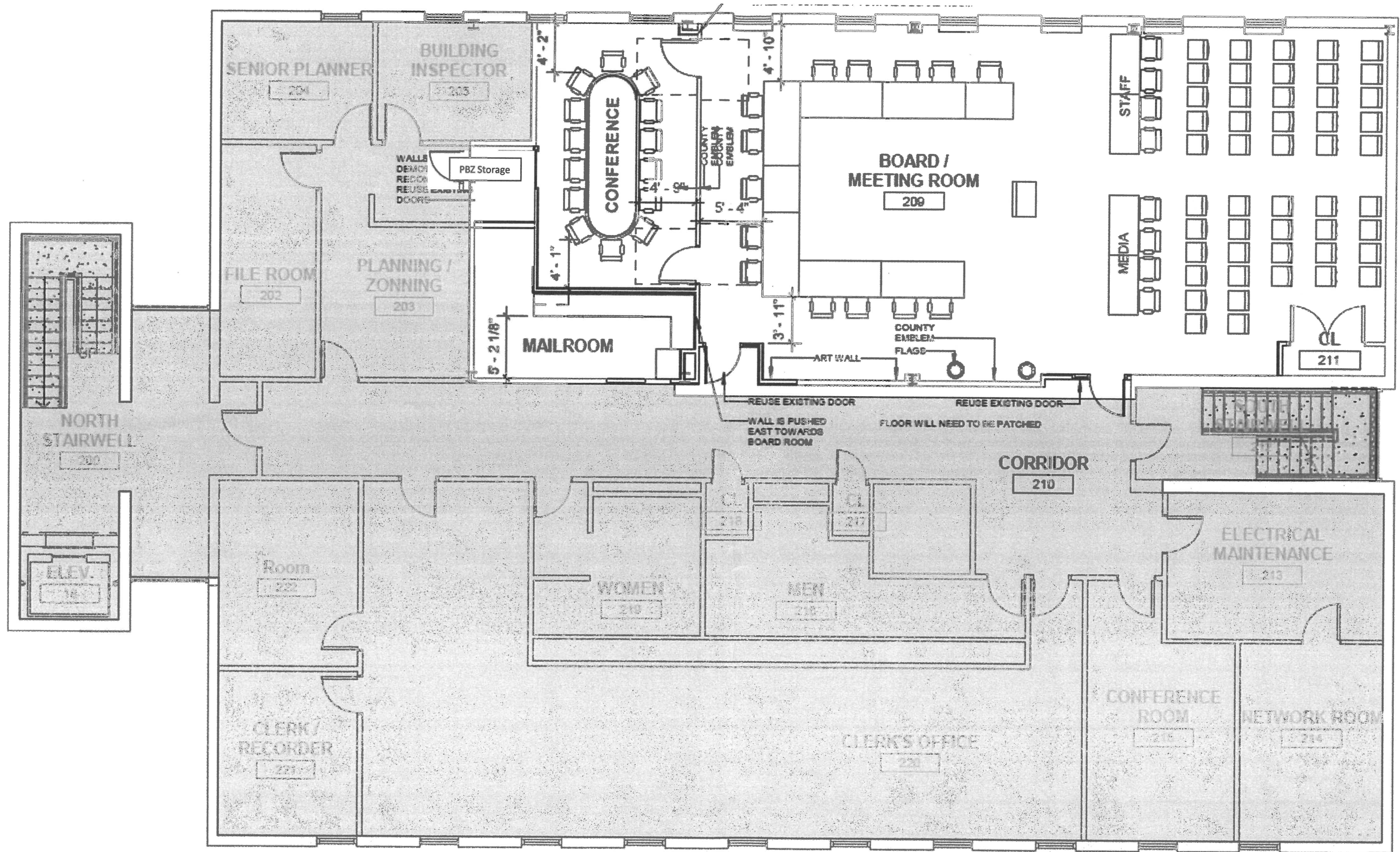
Dated: _____, 2019

COUNTY OF KENDALL, ILLINOIS, an Illinois
unit of local government

By: _____
Name: _____
Title: _____



Kendall County Office Building
Option #2 Version #5



KENDALL COUNTY OFFICE BUILDING
 OPTION #2 V.2

Latest
 3/2/2020

