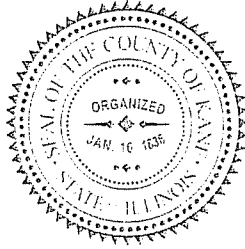


# COUNTY OF KANE

Christopher J. Lauzen  
Kane County Board Chairman



Kane County Government Center  
719 South Batavia Avenue  
Geneva, IL 60134  
P: (630) 232-5930  
F: (630) 232-9188  
[clauzen@kanecoboard.org](mailto:clauzen@kanecoboard.org)  
[www.countyofkane.org](http://www.countyofkane.org)

## DOCUMENT VET SHEET

for  
Christopher J. Lauzen  
Chairman, Kane County Board

Name of Document: Notice to Sessor of Sessel's Intention  
to Renew Lease Agreement

Submitted by: Tim Harbaugh

Date Submitted: 1/16/13

Examined by: Joseph Lulves  
(Print name)

Joseph Lulves  
(Signature)

1-17-13  
(Date)

Post on the Web: YES X NO    Atty. Initials JPL

Comments: 1 year renewal of arbitration lease, reduced  
space. Jurisdiction supports lease extension  
OK - lbs. # 11-106

Chairman signed: YES X NO    1-25-13  
(Date)

Document returned to: Tim Harbaugh / ENV. mgmt.  
(Name/Department)

**Notice to Lessor of Lessee's Intention  
to Renew Lease Agreement**

To: Kane County Board  
Kane County Government Center  
719 South Batavia Avenue  
Geneva, Illinois 60134

NOTICE regarding the lease dated June 6, 2011, between the State of Illinois, the Sixteenth Circuit Mandatory Arbitration, through its authorized agent the Administrative Office of the Illinois Courts (Lessee) and the Kane County Board (Lessor), concerning the following premises occupied by the Kane County Arbitration Center:

"the premises located in the North Wing of the Second Floor of the Kane County Courthouse (Rooms 200, 210, 211, 213, 214, 220 and 221) located at 100 South Third Street, in the city of Geneva, in the county of Kane, in the State of Illinois."

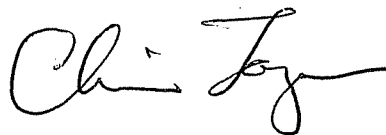
Lessor is hereby notified that Lessee elects to exercise the option to renew the lease agreement for an additional period of twelve (12) months commencing on January 1, 2013, and terminating on December 31, 2013, as provided in the "Term" provision of the lease agreement between the parties.

The parties shall abide by all of the same terms and conditions of the lease agreement except for the following: the Lessee's premises shall only include Rooms 210, 211, 212, and 214; the total rentable square feet of Lessee's leased premises shall be 1,681 square feet; and the rent shall be paid as \$2,543.91/month and \$30,526.92/year.

Lessor's signature below acknowledges receipt of this renewal notice and renewal of the above-referenced lease.

ADMINISTRATIVE OFFICE OF THE  
ILLINOIS COURTS  
3101 OLD JACKSONVILLE ROAD  
SPRINGFIELD, ILLINOIS 62704-6488

KANE COUNTY BOARD  
KANE COUNTY GOVERNMENT CENTER  
719 BATAVIA AVENUE  
GENEVA, ILLINOIS 60134



\_\_\_\_\_  
Signature

Kathleen L. O'Hara  
\_\_\_\_\_  
Type/Print Name

Assistant Director, Administrative Services Division  
\_\_\_\_\_  
Type/Print Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Type/Print Name

\_\_\_\_\_  
Type/Print Title

\_\_\_\_\_  
Date

**Notice to Lessor of Lessee's Intention  
to Renew Lease Agreement**

To: Kane County Board  
Kane County Government Center  
719 South Batavia Avenue  
Geneva, Illinois 60134

NOTICE regarding the lease dated June 6, 2011, between the State of Illinois, the Sixteenth Circuit Mandatory Arbitration, through its authorized agent the Administrative Office of the Illinois Courts (Lessee) and the Kane County Board (Lessor), concerning the following premises occupied by the Kane County Arbitration Center:

"the premises located in the North Wing of the Second Floor of the Kane County Courthouse (Rooms 200, 210, 211, 213, 214, 220 and 221) located at 100 South Third Street, in the city of Geneva, in the county of Kane, in the State of Illinois."

Lessor is hereby notified that Lessee elects to exercise the option to renew the lease agreement for an additional period of twelve (12) months commencing on January 1, 2013, and terminating on December 31, 2013, as provided in the "Term" provision of the lease agreement between the parties.

The parties shall abide by all of the same terms and conditions of the lease agreement except for the following: the Lessee's premises shall only include Rooms 210, 211, 212, and 214; the total rentable square feet of Lessee's leased premises shall be 1,681 square feet; and the rent shall be paid as \$2,543.91/month and \$30,526.92/year.

Lessor's signature below acknowledges receipt of this renewal notice and renewal of the above-referenced lease.

ADMINISTRATIVE OFFICE OF THE  
ILLINOIS COURTS  
3101 OLD JACKSONVILLE ROAD  
SPRINGFIELD, ILLINOIS 62704-6488

KANE COUNTY BOARD  
KANE COUNTY GOVERNMENT CENTER  
719 BATAVIA AVENUE  
GENEVA, ILLINOIS 60134

\_\_\_\_\_  
Signature

Kathleen L. O'Hara

\_\_\_\_\_  
Type/Print Name

Assistant Director, Administrative Services Division

\_\_\_\_\_  
Type/Print Title

\_\_\_\_\_  
Date



\_\_\_\_\_  
Signature

\_\_\_\_\_  
Type/Print Name

\_\_\_\_\_  
Type/Print Title

\_\_\_\_\_  
Date



Supreme Court of Illinois  
ADMINISTRATIVE OFFICE OF THE ILLINOIS COURTS

Michael J. Tardy  
Director

222 North LaSalle Street, 13th Floor  
Chicago, IL 60601  
Phone: (312) 793-3250  
Fax: (312) 793-1335

January 9, 2013

*(Via Overnight Federal Express)*

3101 Old Jacksonville Road  
Springfield, IL 62704  
Phone: (217) 558-4490  
Fax: (217) 785-3905

Tim Harbaugh  
Executive Director of Facilities  
Kane County Government Center  
719 Batavia Avenue  
Geneva, Illinois 60134

Re: Notice to Renew Lease Agreement  
Kane County Arbitration Center - 100 South Third Street, Geneva, Illinois

Dear Mr. Harbaugh:

As we discussed, the Administrative Office has elected to renew the lease agreement between the Sixteenth Circuit Mandatory Arbitration and the Kane County Board for the Kane County Arbitration Center premises. The lease is renewed for an additional 12-month period under the same terms and conditions of the Intergovernmental Agreement and the Lease Agreement dated June 6, 2011 with the exception of the reduced rental square feet and resulting reduced rent.

Enclosed are two originals of the *Notice to Lessor of Lessee's Intention to Renew Lease Agreement* for the above-referenced premises. Please execute both originals of the aforementioned Notice and return them to my attention at: Administrative Office of the Illinois Courts, 222 North LaSalle Street, 13<sup>th</sup> Floor, Chicago, Illinois 60601.

Thank you for your attention to this matter. Should you have any questions, please feel free to contact me at (312) 793-2067.

Sincerely,

Jan B. Zekich  
Senior Attorney

Enclosures

- c: Hon. Judith M. Brawka, Chief Judge, Sixteenth Judicial Circuit (w/out enclosures)  
Marcia M. Meis, Chief Legal Counsel, AOIC (w/out enclosures)  
Adrienne M. Redwell, Lease Coordinator, AOIC (w/out enclosures)

## **COUNTY BOARD MINUTES – May 10, 2011**

### **RESOLUTION #11-106**

#### **AUTHORIZATION FOR INTERGOVERNMENTAL AGREEMENT WITH THE SUPREME COURT OF ILLINOIS FOR LEASE OF SPACE IN THIRD STREET COURTHOUSE FOR MANDATORY ARBITRATION PROGRAM**

WHEREAS, the Illinois Supreme Court wishes to utilize certain space located in the Third Street Courthouse for purposes of establishing offices and hearing rooms for the Kane County Mandatory Arbitration Program and there is sufficient available space in the Third Street Courthouse to accommodate the Illinois Supreme Court's desire in this regard; and

WHEREAS, the County of Kane has the authority to lease the above-referred space to the Illinois Supreme Court pursuant to 50 ILCS 605/3.1 and this lease would serve a public purpose; and

WHEREAS, the initial term of the agreement would be January 1, 2011, and to December 31, 2011, with the Illinois Supreme Court having the ability to renew for an additional year at the expiration of the previous year's agreement for up to four additional years; and

WHEREAS, the Illinois Supreme Court would pay the County of Kane Fifty Three Thousand Nine Hundred Eight Dollars and Fifty Six Cents (\$53,908.56) per year in monthly installments of Four Thousand Four Hundred Ninety Two Dollars and Thirty Eight Cents (\$4,492.38).

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Chairman thereof is hereby authorized to enter into the intergovernmental agreement, a copy of which is on file with the County Clerk's Office.

**###**

### **RESOLUTION #11-107**

#### **AUTHORIZATION TO EXTEND CONTRACTS FOR ELECTRICAL AND PLUMBING SERVICES**

WHEREAS, bids were solicited and received for the Electrical and Plumbing labor services for all government facilities for a one year period as Bid 09-032, awarded October 13, 2009; and

WHEREAS, the lowest responsible bidder as per specifications for electrical services was Rehm Electric at an hourly rate of \$80.00, and for plumbing services was Mechanical Inc. at an hourly rate of \$95.00; and

WHEREAS, Rehm Electric and Mechanical Inc. have agreed to hold their 2009 prices for 2011 and 2012, and staff recommends these services contracts are extended; and

WHEREAS, adequate funds have been budgeted to cover the expenses incurred by utilizing Rehm Electric and Mechanical Inc. for required labor services.

NOW, THEREFORE, IT BE RESOLVED by the Kane County Board that the Chairman of the Board is authorized to enter into a contract extensions with Rehm Electric and Mechanical Inc. for labor services at a cost of Eighty Dollars (\$80.00) per hour for Rehm Electric and Ninety Five Dollars (\$95.00) per hour for Mechanical Inc., expenditures to be paid from the Facilities Management budget.



Supreme Court of Illinois  
ADMINISTRATIVE OFFICE OF THE ILLINOIS COURTS

*Original  
Lease  
(for reference)*

Michael J. Tardy  
Acting Director

222 North LaSalle Street, 13th Floor  
Chicago, IL 60601  
Phone (312) 793-3250  
Fax (312) 793-1335

3101 Old Jacksonville Road  
Springfield, IL 62704  
Phone (217) 558-4490  
Fax (217) 785-3905

November 30, 2011

Karen McConnaughay, Chairman  
Kane County Board  
Kane County Government Center  
719 South Batavia Avenue  
Geneva, Illinois 60134

Dear Ms. McConnaughay:

Enclosed for your records is an original copy of the lease agreement which has been executed by our office. The lease agreement is being processed and filed in the offices of the appropriate state officials.

Thank you for your assistance.

Sincerely,

*Marcia M. Meis/a.k.*

Marcia M. Meis  
Senior Attorney

Enclosure

- c: Honorable F. Keith Brown, Chief Judge/with enclosure  
Margaret Weiten, Arbitration Administrator/with enclosure  
Kathleen O'Hara, Assistant Director, Administrative Services  
Jan Zekich, Attorney/with enclosure  
Adrienne Redwell, Lease Coordinator/with enclosure

**Notice to Lessor of Lessee's Intention  
to Renew Lease Agreement**

To: Kane County Board  
Kane County Government Center  
719 South Batavia Avenue  
Geneva, Illinois 60134

NOTICE regarding the lease dated June 6, 2011, between the State of Illinois, the Sixteenth Circuit Mandatory Arbitration, through its authorized agent the Administrative Office of the Illinois Courts (Lessee) and the Kane County Board (Lessor), concerning the following premises occupied by the Kane County Arbitration Center:

"the premises located in the North Wing of the Second Floor of the Kane County Courthouse (Rooms 200, 210, 211, 213, 214, 220 and 221) located at 100 South Third Street, in the city of Geneva, in the county of Kane, in the State of Illinois."

Lessor is hereby notified that Lessee elects to exercise the option to renew the lease agreement for an additional period of twelve (12) months commencing on January 1, 2012, and terminating on December 31, 2012, as provided in the "Term" provision of the lease agreement between the parties.

The parties shall abide by all of the same terms and conditions of the lease agreement including, but not limited to, the provision for the payment of rent in monthly installments of \$4,492.38.

Lessor's signature below acknowledges receipt of this renewal notice and renewal of the above-referenced lease.

ADMINISTRATIVE OFFICE OF THE  
ILLINOIS COURTS  
3101 OLD JACKSONVILLE ROAD  
SPRINGFIELD, ILLINOIS 62704-6488

KANE COUNTY BOARD  
KANE COUNTY GOVERNMENT CENTER  
719 SOUTH BATAVIA AVENUE  
GENEVA, ILLINOIS 60134

*Thomas L. Kolbe* CHIEF JUSTICE

*Kathleen L. O'Hara*  
Signature

Kathleen L. O'Hara  
Type/Print Name

Assistant Director, Administrative Services Division  
Type/Print Title

11-9-11  
Date

*Karen McConaughay*  
Signature

Karen McConaughay  
Type/Print Name

Chairman, Kane County Board  
Type/Print Title

10-28-11  
Date



Supreme Court of Illinois  
ADMINISTRATIVE OFFICE OF THE ILLINOIS COURTS

Cynthia Y. Cobbs, Esq.  
Director

222 North LaSalle Street, 13th Floor  
Chicago, IL 60601  
Phone (312) 793-3250  
Fax (312) 793-1355

3101 Old Jacksonville Road  
Springfield, IL 62704  
Phone (217) 558-4490  
Fax (217) 785-3905

November 18, 2010

Via Overnight Federal Express

Ms. Karen McConnaughay, Chairperson  
Kane County Board  
Kane County Government Center  
719 South Batavia Avenue  
Geneva, Illinois 60134

*Reviewed -  
KC Shapiro  
OK to sign  
11-22-2010*

*[Signature]*

Re: Lease Agreement - Kane County Arbitration Center - 100 South Third Street, Geneva, IL.

Dear Ms. McConnaughay:

Enclosed please find two originals of the proposed new Lease for the Kane County Arbitration Center. The Lease includes the following documents: (1) Intergovernmental Agreement, (2) Exhibit A Authorization for Intergovernmental Agreement, (3) Exhibit B AOIC Lease Agreement for Office Space, (4) Exhibit C diagram of space, (5) Exhibit D Real Estate Lease Form Disclosure Statement, and (6) W-9 Request for Taxpayer Identification Number and Certification. After reviewing the aforementioned documents, please execute the Intergovernmental Agreement, obtain the required authorization necessary to complete Exhibit A, initial the stricken language on pages two and three of the AOIC Lease Agreement, complete the requested information concerning total square feet of the building on page one of the AOIC Lease Agreement, date and execute the AOIC Lease Agreement, and complete Exhibit D and the W-9 form.

Please return both originals of the Lease documents with original signatures to my attention at the Administrative Office of the Illinois Courts, 222 North LaSalle Street, 13<sup>th</sup> Floor, Chicago, Illinois 60601. It is imperative that I receive these documents as soon as possible given that the holdover period is set to expire on December 31, 2010. Upon receipt, our office will sign and file the Lease documents with the comptroller. You will be mailed a copy of the executed Lease documents as filed with the comptroller.

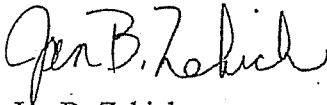
- (4) I filled this in*  
*(5) Completed*  
*(6) Completed*
- (1) By Karen*  
*(2) Certified copy, Res. 10-208 attached*  
*(3) Method where Karen should initial*



Ms. Karen McConnaughay letter  
November 18, 2010  
Page 2

Thank you for your cooperation and prompt attention to this matter. Please feel free to call me directly at (312) 793-2067 with any questions.

Sincerely,



Jan B. Zekich  
Attorney

Enclosures

c: Hon. F. Keith Brown, Chief Judge, 16<sup>th</sup> Judicial Circuit (w/out encls)  
Marcia M. Meis, Senior Attorney, AOIC (w/out encls)  
Kathleen L. O'Hara, Assistant Director, AOIC (w/out encls)  
Margie Weiten, Arbitration Administrator, Kane County Arbitration Center (w/out encls)

**INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE  
KANE COUNTY BOARD AND THE STATE OF ILLINOIS, SUPREME  
COURT OF ILLINOIS, THROUGH ITS AUTHORIZED AGENT, THE  
ADMINISTRATIVE OFFICE OF THE ILLINOIS COURTS**

THIS INTERGOVERNMENTAL AGREEMENT, effective January 1, 2011, by and between the KANE COUNTY BOARD, Kane County, Illinois, a body politic and corporate (hereinafter referred to as "Kane County"), and the Supreme Court of Illinois.

**WITNESSETH:**

WHEREAS, Kane County is the owner of certain property known as the North Wing of the Second Floor in the Kane County Courthouse (Rooms 200, 210, 211, 213, 214, 220, and 221), located at 100 South Third Street, Geneva, Kane County, Illinois (hereinafter "property", as more fully identified in the floor diagram appended hereto as Exhibit "C"); and

WHEREAS, the Supreme Court of Illinois is desirous of continuing its use of a portion of the property for the purpose of maintaining offices and hearing rooms for the Kane County Mandatory Arbitration Program, which program provides alternative dispute resolution services to Kane County; and

WHEREAS, Kane County has authority to lease the property upon such terms and conditions and for such uses as may be agreed to by the parties, pursuant to Section 3.1 of the Local Government Property Transfer Act, 50 ILCS 605/3.1; and

WHEREAS, Kane County has the authority to lease the property (see Exhibit "A" appended hereto); and

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein and in the lease appended hereto as Exhibit "B", which lease and its terms and conditions are fully incorporated herein by reference, it is agreed by the parties hereto as follows:

1. Premises. Kane County hereby leases to the Supreme Court of Illinois the following portion of the property which shall consist of the North Wing of the Second Floor (2,969 square feet) of the Kane County Courthouse (Rooms 200, 210, 211, 213, 214, 220 and 221), as delineated in the diagram attached hereto as Exhibit "C".
2. Term. This Agreement and Exhibit B become effective upon acceptance by Kane County. The initial term of this Agreement and Exhibit B is for twelve (12) months commencing on January 1, 2011, and ending December 31, 2011.

The Supreme Court of Illinois has the right to renew this agreement for four (4)

additional twelve (12) month periods following this initial term.

The Supreme Court of Illinois shall provide written notice of its intention to renew this Agreement at least sixty (60) days before the expiration of the twelve (12) month term then running.

This Agreement and Exhibit B are contingent upon Kane County obtaining any and all approvals.

3. Rent. The annual rent under this Agreement and Exhibit B shall be as follows: \$53,908.56 for each year of this lease payable in monthly installments of \$4,492.38.
4. Early Termination. Either party shall have the option to terminate this Agreement and Exhibit B by giving ninety (90) days' written notice of its intention to exercise this option.
5. Occupation of Premises. The Supreme Court of Illinois shall use and occupy the premises as offices and hearing rooms for the Kane County Mandatory Arbitration Program. The Supreme Court of Illinois will conduct the business of the Kane County Mandatory Arbitration Program on a daily basis, Monday through Friday from 8:30 a.m. to 4:30 p.m., except for court holidays. These hours of operation may be modified by agreement of the parties or their respective designees in writing.
6. Parking. The Supreme Court of Illinois staff and clients shall be permitted to utilize any unreserved spaces of the parking lot adjacent to the premises on a first come, first serve basis.
7. Maintenance and Utilities. Kane County shall be responsible for all utility and maintenance and the costs associated therewith, with the exception of telephone service for the Supreme Court of Illinois, for which the Supreme Court of Illinois is responsible. Kane County shall provide snow removal between the hours of 8:00 a.m. and 4:30 p.m. on weekdays, excluding court holidays, for the premises.
8. Improvements. The Supreme Court of Illinois shall be permitted to make such improvements as are deemed necessary for the intended use of the premises with the approval of Kane County or its designee. The Supreme Court of Illinois shall bear all costs and expenses for all such improvements made except that Kane County shall bear all costs and expenses for the replacement of the carpet in the first year of the lease.
9. Entire Agreement. This Agreement and Exhibit B set forth all the promises,

agreements, conditions and understandings between the parties and there are no other promises, agreements, or understandings, either oral or written, expressed or implied, between them. Except as otherwise provided, no subsequent alteration, amendment, change or addition to this agreement shall be binding upon the parties unless made in writing and signed by each of them.

**IN WITNESS WHEREOF**, Kane County and the Supreme Court of Illinois have executed this Agreement the day and year set forth below.

COUNTY BOARD  
KANE COUNTY, ILLINOIS

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

SUPREME COURT OF ILLINOIS  
SPRINGFIELD, ILLINOIS

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

14-2

# Exhibit A

STATE OF ILLINOIS

COUNTY OF KANE

ORDINANCE NO. 10 - 208

**AUTHORIZATION TO EXTEND INTERGOVERNMENTAL AGREEMENT WITH  
THE SUPREME COURT OF ILLINOIS  
FOR LEASE OF SPACE IN THIRD STREET COURTHOUSE FOR  
MANDATORY ARBITRATION PROGRAM**

WHEREAS, the Illinois Supreme Court wishes to utilize certain space located in the Third Street Courthouse for purposes of establishing offices and hearing rooms for the Kane County Mandatory Arbitration Program; and

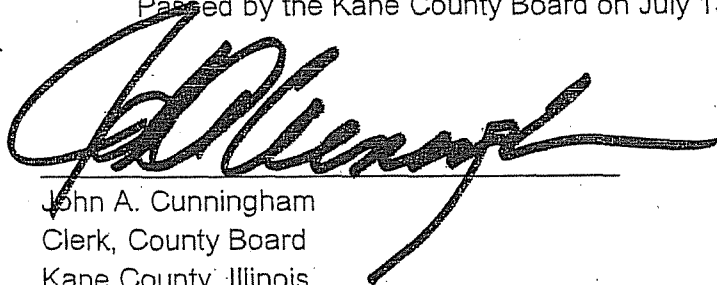
WHEREAS, the County of Kane has the authority to lease the above-referred space to the Illinois Supreme Court pursuant to 50 ILCS 605/3.1 and this lease would serve a public purpose; and

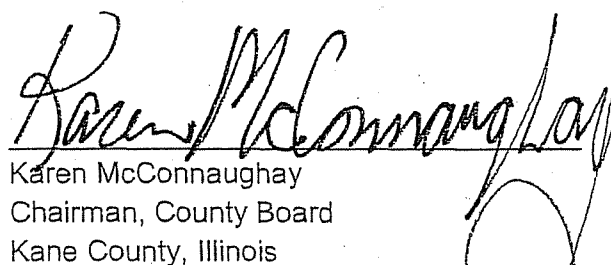
WHEREAS, the initial agreement expires June 30 2010 and there is a desire to extend the current agreement until a final resolution can be reached as to the future of the availability of space at the Kane County Courthouse; and

WHEREAS, the Illinois Supreme Court would pay the County of Kane Four Thousand Four Hundred Ninety Two dollars and Thirty Eight cents, (\$4,492.38) per month for the length of the contract extension:

NOW, THEREFORE, BE IT RESOLVED, by the Kane County Board that the Chairman thereof is hereby authorized to enter into the intergovernmental agreement, a copy of which is on file with the County Clerk's Office.

Passed by the Kane County Board on July 13, 2010.

  
John A. Cunningham  
Clerk, County Board  
Kane County, Illinois

  
Karen McConnaughay  
Chairman, County Board  
Kane County, Illinois

Vote:

Yes 23  
No 0  
Voice 0  
Abstentions 0

7LeaseExtension

STATE OF ILLINOIS  
COUNTY OF KANE

DATE MAR 15 2011

I, John A. Cunningham, Kane County Clerk and Keeper of the Records in Kane County, Illinois do hereby certify that the attached is a true and correct copy of the original record on file. In witness whereof, I have hereunto set my hand and affix the Seal of the County of Kane at my office in Geneva, Illinois.

  
John A. Cunningham, Kane County Clerk



**Exhibit B**  
**ADMINISTRATIVE OFFICE OF THE ILLINOIS COURTS**  
**LEASE AGREEMENT FOR OFFICE SPACE**

The parties mutually agree to lease the described premises on the following terms and conditions of this instrument.

1. **Parties:** The parties to this lease are:
  - A. The State of Illinois, Sixteenth Circuit Mandatory Arbitration, through its authorized agent, the Administrative Office of the Illinois Courts, hereinafter referred to as Lessee.
  - B. The Kane County Board, Kane County, Illinois, a body politic and corporate, hereinafter referred to as Lessor.
2. **Address of Parties:**
  - A. **Lessee's address:**
    - (1) **Authorized agent's address:**

Administrative Office of the Illinois Courts  
 3101 Old Jacksonville Road  
 Springfield, Illinois 62704-6488  
 Telephone (217) 558-4490
    - (2) **Mandatory Arbitration address:**

Ms. Margie Weitan, Arbitration Administrator  
 Kane County Arbitration Center  
 Kane County Courthouse  
 100 South Third Street, 2<sup>nd</sup> Floor  
 Geneva, Illinois 60134  
 (630) 262-8316
  - B. **Lessor's address:**

Karen McConaughay – Chairperson  
 Kane County Board  
 Kane County Government Center  
 719 Batavia Avenue  
 Geneva, Illinois 60134  
 (630) 232-5930
3. **Description of Premises:**
  - A. Lessor leases to Lessee the premises located in the North Wing of the Second Floor of the Kane County Courthouse (Rooms 200, 210, 211, 213, 214, 220 and 221) located at 100 South Third Street, in the city of Geneva, in the county of Kane, in the State of Illinois (as shown on the blueprint or diagram attached to this lease agreement as Exhibit C).
  - B. The total square feet of the building is approximately 70,799. *HM*
  - C. The total rentable square feet of Lessee's leased premises is 2,969.
4. **Term:**
  - A. The term of the lease will be for one year, from January 1, 2011 to December 31, 2011.
  - B. Either party shall have the option to terminate this lease by giving 90 days' written notice to Lessor of its intention to exercise this option.
  - C. Lessee shall have the right to renew the lease for a further term of four (4) additional twelve (12) month periods commencing January 1, 2012 and expiring December 31, 2015 upon the same terms and conditions provided Lessee shall give 60 days notice to Lessor of its intention to exercise such option.
5. **Rental:**
  - A. Obligations of the State shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or federal funding source fails to appropriate or otherwise make funds available for the lease. Payments are to be sent to:

Karen McConnaughay – Chairperson  
Kane County Board  
Kane County Government Center  
719 South Batavia Avenue  
Geneva, Illinois 60134  
(630) 232-5930

Rental for periods less than one full month shall be prorated on a daily basis.

**B. Lessee shall pay base rent according to the following schedule.**

From January 1, 2011 to December 31, 2011, at an annual base rent of Fifty-Three Thousand Nine Hundred Eight and 56/100 dollars (\$53,908.56) per year, payable in monthly installments of Four Thousand Four Hundred Ninety-Two and 38/100 dollars (\$4,492.38).

**C. If the judicial branch tenant is funded by sources other than appropriations from the General Assembly, Lessor may only look to the tenant for payment of rent or other charges. The Illinois Supreme Court and the Administrative Office of the Illinois Courts are not responsible for payment unless the judicial branch tenant is funded by appropriations from the General Assembly.**

**6. Use of Demised Premises:** Kane County Arbitration Center, or any tenant substituted pursuant to the paragraph on "Assignments," shall use the premises. KM

**7. Improvements:** ~~The parties agree that the specifications contained in the attached Exhibit \_\_\_\_\_ shall be the specifications for any improvements required to be made by Lessor at his sole cost and expense and under the terms of this lease. Work is to be completed by \_\_\_\_\_ [date]. All costs to be documented and verified. Time is of the essence. Lessee shall have the right to audit all construction and related costs expended by Lessor's contractors or their subcontractors in relation to improvements (in Exhibit \_\_\_\_\_).~~

**8. Care and Maintenance:** Lessee accepts the demised premises as presently constituted except for noncompliance by Lessor with all applicable building, fire, and life safety codes and latent defects, and further subject to the completion of any improvements required to be made by Lessor elsewhere in this lease.

Lessor shall provide and pay all costs related to the following:

- A. Power as required to supply heating, cooling and ventilation to maintain leased premises at or below 78 degrees Fahrenheit during cooling season and at or above 68 degrees Fahrenheit during heating season.
- B. Power as required by Lessee for all necessary fixtures and equipment.
- C. Necessary fixtures for heating, cooling, water, electricity, and all maintenance and repairs.
- D. Installation and maintenance of an adequate ventilating system to maintain air exchange levels in conformance with all applicable codes.
- E. Adequate lighting and all necessary repair or replacement expenses related to such lighting.
- F. Hot and cold running water and sewer as required by Lessee.
- G. Cleaning service on a daily basis and scavenger service to keep premises clean, healthful and sightly.
- H. Comprehensive exterminating service.
- I. Elevator service where applicable.
- J. Service and maintenance of fire extinguishers.
- K. Snow and ice removal from sidewalks and parking area.
- L. Maintenance of lawn and shrubs.
- M. Cleaning and painting after six (6) months.
- N. Replacement of carpet after four (4) months.
- O. Parking lot and general maintenance of parking lot.  
Address of parking lot: 100 South Third Street, 2<sup>nd</sup> Floor, Geneva, Illinois 60134
- P. Provide for surface mounted raceways or wall cavity conduit which allows Lessee to install computer and telecommunications wiring.
- Q. All general maintenance and repairs not caused by Lessee's negligence.

**9. Holdover:** If, after the expiration of the lease, Lessee shall retain possession of the premises, the lease shall continue in full force and effect on the same terms and conditions except the lease shall be on a month-to-month basis until terminated, but in no case may the lease continue on a month-to-month or other holdover basis for a total of more than 6 months. Rent shall be paid monthly on a prorated basis at the rate paid during the last expired lease term.

**10. Accessibility:** Lessor acknowledges that this lease is in compliance with the pertinent handicapped accessibility laws where applicable.

**11. Fiscal Funding:** If the lease extends beyond June 30th of any year, the lease is subject to sufficient funds being made available by the General Assembly.

**12. Prevailing Wage:** All Tenant improvement work completed on behalf of or for the use of the Lessee shall be performed at not less than the prevailing hourly wage rate as determined by the Illinois Department of Labor in the Prevailing Wage Act. Lessor is responsible for obtaining any periodic revisions to the wage rates from the Department of Labor. See 820 ILCS 130/0.01 *et seq.*

**13. Quiet Enjoyment:** Lessor and/or parties signing on behalf of Lessor covenant and certify that they have full right and power to execute and perform this lease and to commit to all described covenants. Authority and eligibility for corporations, partnerships and trusts is shown on the attached Real Estate Lease Form Disclosure Statement. Lessee will have full use of the premises free from harassment, disturbance or eviction by Lessor or any person or entity. If Lessor has given a mortgage on the premises, Lessor shall provide that default or foreclosure will not affect the lease. KM

**14. Occupancy and Surrender:** ~~Lessee will be entitled to occupancy on the date of commencement of the term. If for any reason occupancy is delayed, Lessee will not be liable for rent until Lessee has taken occupancy, and rental will be prorated from date of occupancy. If occupancy is not given within \_\_\_\_\_ days of the commencement of the lease term for reasons other than the delay by causes beyond the reasonable control of Lessor (inability to acquire adequate financing shall not be considered sufficient cause for delay), then Lessee at its own option may terminate this lease.~~

Lessee will return the premises in the same condition as existed on the first day of the term, reasonable wear and tear; repairs and replacements; loss by fire, casualty and other causes beyond Lessee's control; improvements permitted or required excepted. No property of Lessee may be retained by Lessor for any reason. Lessee may remove all state-owned or paid-for equipment, fixtures and improvements.

**15. Assignment:** The Administrative Office of the Illinois Courts may substitute judicial branch tenants at any time. Such substitute tenant shall be responsible for all or part of the leased premises. The substitute tenant would be responsible for all future obligations unless otherwise specified by the Supreme Court of Illinois through its authorized agent, the Administrative Office of the Illinois Courts.

**16. Condemnation:** If, during the term of this lease or any renewal, the whole or part of the premises is condemned so as to make the premises unusable or undesirable, Lessee may terminate the lease by giving at least thirty (30) days written notice. Lessee will be entitled to a portion of any award to the extent of any unamortized improvement costs paid for directly or indirectly by Lessee.

**17. Untenantability:** If the premises become untenantable because of casualty or Lessor's act or neglect, Lessee may declare the lease terminated and may vacate if the problem is not cured by Lessor within a reasonable time. Lessee may choose to remain in possession after terminating the lease, paying at the monthly rate, until suitable substitute premises are available.

**18. Insurance:** Lessor shall maintain fire and other casualty insurance on the premises in an amount sufficient to repair damage caused by fire or other casualty. Lessee understands that such insurance will not cover Lessee's equipment or office furnishings. Lessee is self-insuring. A copy of Lessee's self-insurance policy or certificate will be provided on request.

**19. Breach:** Failure of Lessor to comply with this lease, including but not limited to the failure to complete improvements in accordance with specifications or failure to make or complete in a reasonable time necessary repairs is a breach of this lease. Lessee shall have the option of curing the breach by having the work done and deducting actual costs plus a reasonable administrative fee from rental payments or terminating the lease. If the lease is terminated, Lessee may remain in possession, making payment at the current monthly rate until suitable substitute premises are available. Rental periods of less than one full month shall be prorated on a daily basis.

**20. Covenants Binding:** All covenants and representations made in this lease are dependent, and will be binding upon, apply to, and be for the benefit of any successor in interest to the parties. No provision of this lease may be modified or additional requirements established without the express written approval of the Administrative Office of the Illinois Courts.

**21. Examination of Records:** Lessor agrees to allow Lessee to examine all records pertaining to this lease, to verify compliance with this lease and costs associated with the lease. Lessor shall maintain, for a minimum of 5 years after the completion of the lease, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the lease; the lease and all books, records, and supporting documents related to the lease shall be available for review and audit by the Auditor General of the State of Illinois and other State entities as required by law; and Lessor agrees to cooperate fully with any audit conducted by the Auditor General and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this paragraph shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the lease for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

**22. Signature:** Representatives of the Supreme Court of Illinois execute this document in their official capacity only and not as individuals.

**23. Notices:** Notices to Lessor shall be sent to the addresses shown on page one of this lease. Notices to Lessee shall be sent to the tenant's address indicated on page one of this lease and to the Administrative Office of the Illinois Courts at 3101 Old Jacksonville Road, Springfield, IL 62704-6488.

**24. Laws of Illinois:** This lease is governed by the laws of the State of Illinois and will be interpreted in accordance with Illinois law.

**25. Non-discrimination:** Lessor and its employees and subcontractors agree not to commit unlawful discrimination and agree to comply with applicable provisions of the Illinois Human Rights Act, the U.S. Civil Rights Act and section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act, the Illinois Environmental Barriers Act, and rules applicable to each.

**26. Authority to Execute:** Parties signing this lease on behalf of Lessor certify that they have authority to execute this lease and to commit to all described covenants.



**27. Disbursements:** Lessor understands that disbursements from appropriations by the State Comptroller are contingent upon the lease being properly filed pursuant to 30 ILCS 105/9. Any reasonable delay in disbursement pursuant to this provision shall not be deemed to be a breach. Lessor agrees that payment made under this lease will be made in accordance with current financial practices of the State of Illinois. Late payment charges, if any, may not exceed the amounts provided under the provisions of the Prompt Payment Act. See 30 ILCS 540/1 *et seq.*

**28. Ownership:** Lessor covenants and warrants that record title to the demised premises is held by Lessor or that Lessor has lawful authority and the requisite site control to enter into this lease agreement by virtue of other contractual agreements with the record title owner or subsequent transferee, assigns or successors in interest (i.e., Lessee, Sublessee, Contract Purchaser, Optionee, etc.). Failure by Lessor to fully and accurately complete the provisions of Exhibit D, the Real Estate Lease Form Disclosure Statement, attached hereto and incorporated by reference herein, shall constitute a material breach of this Lease.

It is acknowledged that in the event of such a material breach by Lessor, its assigns, transferees, or other successors in interest, Lessee shall be entitled to immediately terminate this lease and vacate the demised premises. In the alternative, Lessee may elect to declare the material breach but retain possession for the balance of any term remaining, and as liquidated damages and not as a penalty, to reduce rental payments and other charges due hereunder by twenty-five percent (25%) for the entire term of this lease, including any extensions thereto or periods of holdover, or until the material breach is cured by full and complete disclosure, whichever occurs first. The foregoing reductions represent a reasonable endeavor by the parties hereto to estimate a fair compensation for the foreseeable losses to Lessee that might result from such breach.

**29. Change of Ownership or Beneficial Interest:** The Administrative Office of the Illinois Courts must be notified in writing by Lessor of any change in ownership and/or beneficial interest of a trust within thirty (30) days of the event. All assigns, transferees, or other successors in interest to Lessor shall be required to comply with any and all disclosure requirements of applicable Illinois law, or regulations governing real estate lease transactions. It is understood and agreed by the parties that any subsequent assigns, transferees, and other successors in interest to Lessor shall be specifically subject to the liquidated damages provisions of the preceding provision for material breach in failing to comply with disclosure requirements.

**30. Entire Agreement:** This lease, including its addenda and exhibits, contains the entire agreement of the parties with respect to the matters covered by this lease, and no other agreement, statement, or promise made by any party, or to any employee, officer, or agent of any party, which is not contained in this lease shall be binding or valid.

**31. Severability:** If any provision of this agreement should be found illegal, invalid or void, it shall be considered severable. The remaining provisions shall not be impaired and the agreement shall be interpreted as far as possible to give effect to the parties' intent.

**32. Modifications:** Any modification, change or amendment subsequent to the execution of this agreement may be made only by an instrument in writing executed and signed by the parties.

**33. Waiver:** The failure of any party to enforce any provision of this agreement shall not constitute a waiver by such party of any provision. The past waiver of a provision by either party shall not constitute a course of conduct or a waiver in the future with respect to the same provision.

**34. Examination of Instrument:** Submission of this instrument for examination does not constitute a reservation of or option for the premises. The instrument does not become effective as a lease or otherwise until executed by both Lessor and Lessee.

**35. Time is of the Essence:** Time is of the essence of this lease, and of each and every covenant, term, condition and provision hereof.

**36. Disclosure:** The following exhibit(s) are made a part of this lease:

- ☒ Blueprint or diagram
- ☒ Disclosure
- ☐ Improvement
- ☐ Janitorial Service
- ☐ Ownership Disclosure
- ☐ Purchase Option
- ☐ Other: \_\_\_\_\_

**37. Certifications:**

- A. Conflict of Interest.** Lessor certifies that neither he/she, his/her spouse or minor child, is an elected official in this State, holding a seat in the General Assembly, or appointed to or employed in any of the offices or agencies of State government for which he/she, his/her spouse or minor child receives compensation in excess of 60% of the salary of the Governor of the State of Illinois, or that he/she, his/her spouse or minor child is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority. Lessor further certifies that no person listed herein is entitled to receive (i) more than 7½% of the total distributable income of any firm, partnership, association, or corporation or (ii) an amount in excess of the salary of the Governor. Further, Lessor certifies that no person listed herein, together with his/her spouse or minor children is entitled to receive (I) more than 15%, in the aggregate, of the total distributable income or (ii) an amount in excess of 2 times the salary of the Governor. See section 50-13 of the Judicial Branch Procurement Code (same as section 50-13 of the Illinois Procurement Code (30 ILCS 500/50-13)).

- B. Bid-rigging or Bid-rotating.** Lessor certifies that he/she/it has not been barred from contracting with the State as a result of a violation of section 33E-3 or 33E-4 of the Criminal Code of 1961. 720 ILCS 5/33E-3, 33E-4.
- C. Educational Loan Default.** If the Lessor is an individual, he or she certifies that he or she is not in default on an educational loan as provided in Public Act 85-827. 5 ILCS 385/3.
- D. Anti-bribery.** The Lessor certifies that he/she/it is not barred from being awarded a contract or subcontract under section 50-5 of the Judicial Branch Procurement Code (same as section 50-5 of the Illinois Procurement Code (30 ILCS 500/50-5(a))). Section 50-5 prohibits a Lessor from entering into a lease with a State agency if the Lessor has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, or if the Lessor has made an admission of guilt of such conduct which is a matter of record. Lessor further acknowledges that the AOIC Director may declare this lease void if this certification is false.
- E. Debt Delinquency.** Lessor certifies that he/she/it is not barred from being awarded a contract under section 50-11 of the Judicial Branch Procurement Code. Section 50-11 of the Judicial Branch Procurement Code prohibits a lessor from entering into a contract with the judicial branch if the lessor knows or should know that he/she/it, or any affiliate, is delinquent in the payment of any debt to the State unless the lessor or affiliate has entered into a deferred payment plan to pay off the debt. Lessor further acknowledges that, under section 50-60 of the Judicial Branch Procurement Code, the AOIC Director may declare the contract void if this certification is false or if Lessor is determined to be delinquent in the payment of any debt to the State during the term of the contract.
- F. Collection and Remittance of Illinois Use Tax.** Lessor certifies that he/she/it, or any affiliate, is not barred from being awarded a contract under Section 50-12 of the Judicial Branch Procurement Code. Section 50-12 of the Judicial Branch Procurement Code prohibits a lessor from entering into a contract with the judicial branch if he/she/it, or any affiliate, has failed to collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the Illinois Use Tax Act (35 ILCS 105/1 et seq.). Lessor further acknowledges that, under Section 50-60 of the Judicial Branch Procurement Code, the AOIC Director may declare the contract void if this certification is false or if Lessor, or any affiliate, is determined to be delinquent in the payment of any debt to the State during the term of the contract.
- G. Prohibition of Goods Produced by Forced Labor.** Lessor certifies in accordance with Public Act 93-0307 that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction.
- H. Prohibited Bidders and Contractors.** Lessor certifies in accordance with Section 50-10.5 of the Judicial Branch Procurement Code that no officer, director, partner or other managerial agent of the contracting business has been convicted of a felony under the Sarbanes-Oxley Act of 2002 (Pub. L. No. 107-204) or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 (815 ILCS 5/1 et seq.) for a period of five years prior to the date of the bid or contract. Lessor acknowledges that the AOIC Director may declare the contract void if this certification is false.
- I. Corporate Accountability.** Lessor certifies this agreement is in compliance with the requirements of the Corporate Accountability for Tax Expenditure Act (Public Act 93-0552). Public Act 93-0552 requires development assistance agreements to contain specific recapture provisions. Lessor acknowledges that the AOIC Director may declare the agreement void if this certification is false.
- J. Environmental Protection Violations.** Lessor certifies that he/she/it is not barred from entering into this agreement under Section 50-14 of the Judicial Branch Procurement Code. Section 50-14 prohibits entering into an agreement with the judicial branch by a person or business found by a court or the Pollution Control Board to have committed a willful or knowing violation of Section 42 of the Environmental Protection Act for a period of five years from the date of the order. Lessor acknowledges that the AOIC Director may declare the agreement void if this certification is false.
- K. Prohibition of Goods Produced by Child Labor.** Lessor certifies in accordance with Public Act 94-0264 that no foreign-made equipment, materials, or supplies furnished to the State under this lease have been produced in whole or in part by the labor of any child under the age of 12.
- L. Drug Free Workplace.** If Vendor is an individual, or an individual doing business in the form of a sole proprietorship, Vendor certifies that Vendor will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of this contract. See 30 ILCS 580/4.  
If Vendor is a corporation, partnership, or other entity with 25 or more employees, Vendor agrees that it will provide a drug free workplace by:
1. Publishing a statement:
    - (a) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in Vendor's workplace.
    - (b) Specifying the actions that will be taken against employees for violations of such prohibition.
    - (c) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
      - (i) abide the terms of the statement; and
      - (ii) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
  2. Establishing a drug free awareness program to inform employees about:
    - (a) The dangers of drug abuse in the workplace;
    - (b) the grantee's or Vendor's policy of maintaining a drug free workplace;
    - (c) any available drug counseling, rehabilitation, and employee assistance programs; and
    - (d) the penalties that may be imposed upon an employee for drug violations.
  3. Providing a copy of the statement required by subparagraph (1) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
  4. Notifying the contracting or granting agency within 10 days after receiving notice under part (ii) of paragraph (c) of subparagraph (1) above from an employee or otherwise receiving actual notice of such conviction.
  5. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by section 5 of the Drug Free Workplace Act.
  6. Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.

7. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act. See 30 ILCS 580/1 *et seq.*

M. **Registration as a Business Entity.** Contractor certifies that (1) he/she/it is not required to register as a business entity with the State Board of Elections pursuant to Section 20-160 of the Judicial Branch Procurement Code (same as section 20-160 of the Illinois Procurement Code (30 ILCS 500/20-160)) or (2) he/she/it has registered as a business entity with the State Board of Elections and acknowledges a continuing duty to update the registration pursuant to Section 20-160 of the Judicial Branch Procurement Code (same as section 20-160 of the Illinois Procurement Code (30 ILCS 500/20-160)). Contractor acknowledges that the AOIC Director may declare the contract void if this certification is false.

N. **Felons.** Lessor certifies that it is not barred from being awarded a lease under 30 ILCS 500/50-10. Section 50-10 prohibits a Lessor from entering into a lease with a State agency if the Lessor has been convicted of a felony and 5 years have not passed from the completion of the sentence for that felony. Lessor further acknowledges that the AOIC Director may declare the lease void if this certification is false.

38. **Legal Status Disclosure by Lessor:** Under penalties of perjury, I certify that the name, taxpayer identification number, and legal status listed below are correct.

**Vendor and/or Business Name:** Kane County Board, Kane County, Illinois

**Taxpayer Identification Number**

SSN: \_\_\_\_\_

or

EIN: 36-600-6585

*(If you are an individual, enter your name and SSN as it appears on your Social Security Card. If completing this certification for a sole proprietorship, enter the owner's name followed by the name of the business and the owner's SSN. For all other entities, enter the name of the entity as used to apply for the EIN and the EIN.)*

**Legal Status** (check one)

- ☐ Individual
- ☐ Owner of sole proprietorship
- ☐ Partnership
- ☐ Tax-exempt
- ☒ Government entity
- ☐ Corporation providing or billing medical and/or health care services
- ☐ Corporation NOT providing or billing medical and/or health care services
- ☐ Nonresident alien individual
- ☐ Estate or legal trust
- ☐ Foreign corporation, partnership, estate, or trust
- ☐ Limited Liability Company (select applicable tax classification)
  - ☐ D = disregarded entity
  - ☐ C = corporation (if checked, vendor must provide a copy of the IRS acceptance letter)
  - ☐ P = partnership
- ☐ Other: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have executed this lease agreement on the date indicated below.

**LESSEE:**

**Administrative Office of the Illinois Courts**

**LESSOR:**

**Kane County Board**

\_\_\_\_\_  
Signature

Kathleen L. O'Hara

Type/Print Name

Assistant Director, Administrative Services Division

Type/Print Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

Karen McConaughy

Type/Print Name

Chairman

\_\_\_\_\_  
Date

**\*\* A copy of the Judicial Branch Procurement Code is available upon written request from the Administrative Office of the Illinois Courts.**

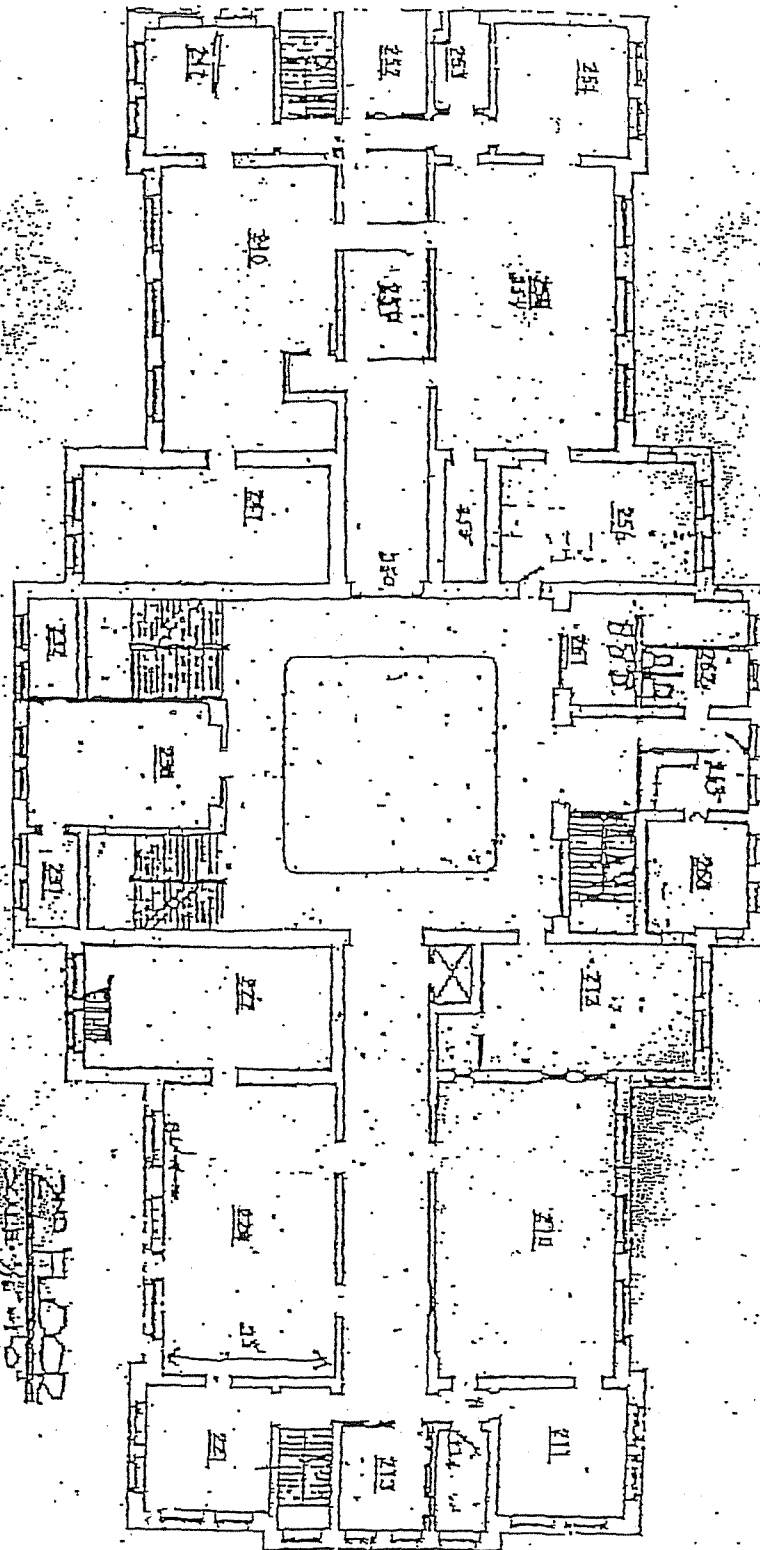


Exhibit D  
Real Estate Lease Form  
Disclosure Statement

Lease Control No. \_\_\_\_\_

This statement must be completed by the Lessor

Disclosure of the following information is required by Illinois law (50 ILCS 105/3.1, 30 ILCS 505/10.1 and 30 ILCS 505/11.1). This lease may be declared void by the State if information is not provided. (This form has been approved by the Forms Management Center.)

- I. State the name of each individual having a beneficial interest in the lease and each individual, who, together with his spouse or minor children, has a beneficial interest in the lease. (Applies to individuals, partnerships, and/or corporations.) If no one individual owns more than 7½% interest in such entity or if such corporation is publicly traded and there is no readily known individual having greater than 7½% interest, then the requirements of this disclosure may be met by so stating below.

*Building + property is owned by the County of Kane*

- II. For land trusts, state the name of every owner or beneficiary having an interest in the lease.

*X*

- III. Are any of the persons listed above elected or appointed officials, employees of the State or the spouse or minor child of same?

*X* No \_\_\_\_ Yes If "yes", explain employment and/or relationship.

- IV. I, Tim Harbaugh, state on oath or affirm that I am (title) Director for of (firm/name) County of Kane and that the disclosure made above is true and correct to the best of my knowledge. I will provide any additional documentation requested by the State of Illinois. I further certify that Lessor has not bribed or attempted to bribe an officer or employee of the State of Illinois. I certify that the disclosure made above is correct to the best of my knowledge.

State of Illinois )  
County of Kane ) SS:

Signature Tim Harbaugh Date 3/8/11

I, Jane Tallitsch, certify  
on March 8, 2011, 200\_\_\_\_, \_\_\_\_\_,  
personally appeared before me and swore or affirmed that ☒ he ☒ signed  
this document as Director of County of  
Kane and that the information provided was true and correct.

Attestation (name/title) Tim Harbaugh Date \_\_\_\_\_

Jane Tallitsch  
Notary Public

Notary Seal



Commission Expires 3/16/11

**Request for Taxpayer  
Identification Number and Certification**

Give form to the  
requester. Do not  
send to the IRS.

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return) <u>County of Kane</u>	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶	
<input checked="" type="checkbox"/> Other (see instructions) ▶ <u>Local Government (County)</u>	
<input type="checkbox"/> Exempt payee	
Address (number, street, and apt. or suite no.) <u>719 Batarig Ave.</u>	Requester's name and address (optional)
City, state, and ZIP code <u>Geneva IL 60134</u>	
List account number(s) here (optional)	

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
or
Employer identification number <u>36-6006585</u>

**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign Here** Signature of U.S. person ▶ [Signature] Date ▶ 3/17/11

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515; Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

**Note.** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

### Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 7

<sup>1</sup>See Form 1099-MISC, Miscellaneous Income, and its Instructions.

<sup>2</sup>However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [www.irs.gov](http://www.irs.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

**Signature requirements.** Complete the certification as indicated in 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.



**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

### What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>3</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>3</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

### Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

### Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.consumer.gov/idtheft](http://www.consumer.gov/idtheft) or 1-877-IDTHEFT(438-4338).

Visit the IRS website at [www.irs.gov](http://www.irs.gov) to learn more about identity theft and how to reduce your risk.

### Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.