

## **KANE COUNTY**

LAUZEN, Frasz, Allan, Barreiro, Castro, Davoust, Gillam, Hoscheit, Kojzarek, Lenert, Pollock, Silva, Smith, Starrett, Wojnicki

## EXECUTIVE COMMITTEE

## WEDNESDAY, OCTOBER 5, 2016

County Board Room

Agenda

9:00 AM

Kane County Government Center, 719 S. Batavia Ave., Bldg. A, Geneva, IL 60134

- 1. Call to Order
- 2. Roll Call
- 3. Pledge of Allegiance
- 4. Approval of Minutes: September 7, 2016
- 5. Monthly Financials (J. Onzick)
  - A. August Executive Committee Financial Reports (attached)
- 6. Monthly Community Outreach Report (R. Nagel)
- 7. Preliminary County Board Agenda October 11, 2016

----- CONSENT AGENDA -----

### Administration

- 1. Authorizing a Contract for Mill Creek Parkway Tree Installations
- 2. Authorizing a Contract for Mill Creek Parkway Tree Watering Services

## **County Development**

- 1. Authorizing the Chairman to Expend Funds for the Kaneland Estates Storm Sewer Projects
- 2. Authorizing a Contract for Beckman Trail Drainage Improvements

### **Energy/Environmental**

1. Approving Extension on the Contract for Electronics Recycling Services with eWorks Electronics Services

### Executive

1. Authorizing Certain Actions Relative to the Tax Agent

## Finance/Budget

- 1. Authorizing a Contract for Kane County Janitorial Supplies
- 2. Authorizing FY16 Budget Adjustment for Animal Control
- 3. Amending the 2016 Fiscal Year Budget for the Kane County Circuit Clerks Office
- 4. Authorizing Budget Adjustment for the Office of Emergency Management
- 5. Authorizing Contract with Paymentus for Electronic Payment Services for County Departments and Offices
- 6. Amending 2016 Fiscal Year Budget for the Circuit Clerk Security System
- 7. Amending and Restating Sections 2.5-1 through 2.5-10 of Chapter 2.5 of the Kane County Code - Alarm Systems

- 8. Authorizing an Intergovernmental Agreement with Ogle County (Illinois)
- 9. Authorizing Drug Testing Service Contract
- 10. Authorizing Court Services Budget Adjustment
- 11. Authorizing Budget Adjustment for Health Department Grants
- 12. Authorizing Contracts Providing 2017 Group Health, Dental and Vision Plans
- 13. Authorization to Establish Agency Fund 761 for State Real Estate Transfer Tax Collection & Disbursement
- 14. Authorizing the Issuance and Delivery of Not to Exceed \$20,000,000 Multifamily Housing Revenue Notes, 2016 Series A AND B (Carroll Tower), for the Purpose of Making a Loan to Carroll Preservation, LLC, an [Illinois] Limited Liability Company, in Order to Finance a Portion of the Costs of Acquiring, Constructing, Rebuilding, Improving and Extending a Multifamily Housing Facility to be Located in the City of St. Charles, Illinois; Authorizing the Execution and Delivery of a Borrower Loan Agreement, a Funding Loan Agreement, a Tax Regulatory Agreement, and Various Other Documents and Instruments in Connection with the Foregoing; Authorizing the Terms and Issuance of the Notes; Repealing All Resolutions or Portions of Resolutions in Conflict with the Provisions of this Resolution; Providing for an Effective Date; and Concerning Related Matters
- 15. Authorization to Establish Special Revenue Fund 390 for Website Maintenance and Technical Services
- 16. Authorizing Payment of Claims
- 17. Authorizing Grand Victoria Riverboat Funding for Internal Projects for FY2017
- 18. Amending Chapter 7 Article III of the Kane County Code (Emergency Telephone System Board)
- Authorizing the Issuance by the County of Kane, Illinois, of General Obligation Bonds (Alternate Revenue Source) in an Aggregate Principal Amount not to exceed \$55,500,000 for the Purpose of Funding all or a Portion of the Unfunded Illinois Municipal Retirement Fund (IMRF) Liability of said County, including Prepayment of, and providing a Budget Stabilization Fund for, such Liability
- 20. Authorizing Exploration of Non-Property Tax Revenue Alternatives

### Jobs

1. Advancing the Development of Minority Entrepreneurship (ADME) Incentive Program for Kane County (Priorities 2, 5, and 6)

### Judicial/Public Safety

- 1. Proclaiming October 23 through 31, 2016, as Red Ribbon Week in Kane County, Illinois
- 2. Authorizing Kane County Court Services Drug and Alcohol Assessment and Education Provider List

### Transportation

- 1. Approving Adopt-A-Highway Program Applicants
- Approving an Intergovernmental Agreement with the State of Illinois for Construction and Construction Engineering Services, Longmeadow Parkway Section D from East of Illinois Route 25 to Illinois Route 62, Kane County Section No. 13-00215-30-PV

- Approving an Intergovernmental Agreement with the State of Illinois for Construction and Construction Engineering Services for Longmeadow Parkway Section A-2/B-1 from Randall Road to East of White Chapel Lane, Kane County Section No. 13-00215-10-PV
- 4. Approving Amendment No. 1 for the Phase II Engineering Services Agreement with Lochmueller Group, Inc. of Chicago, Illinois for Stearns Road (Stage 5A) at Randall Road Intersection Improvement, Kane County Section No. 14-00214-28-CH
- Approving Acquisition of Highway Right of Way for Burlington Road over Tributary to Virgil Ditch No. 3, Kane County Section No. 14-00437-00-BR, Parcel No. 0001, 0002, 0003, 0004 & 0005)
- Approving Contract for Construction with Martam Construction, Inc. of Elgin, Illinois, Bowes Road Drain Tile Replacement Project, Kane County Section No. 16-00473-00-DR
- 7. Approving an Extension with GIS Solutions, Inc. of Springfield, Illinois for Professional Services
- Approving an Intergovernmental Agreement with the State of Illinois for the Transfer of Right-of-Way, Longmeadow Parkway Bridge Corridor, Kane County Section No. 94-00215-01-BR
- 8. Executive Session
- **9.** *Resolution:* Authorizing Stipend Payment in Lieu of County Insurance for Director of Telecommunications for KaneComm (David Farris) (NOT INCLUDED)
- **10. Committee Reports**
- 11. Public Comment
- 12. Adjournment

## Executive Committee Revenue Report - Summary Through August 31, 2016 (75.0% YTD)

	Current Month Transactions	Total Amended Budget	YTD Actual Transactions	Total % Received
010 County Board	1,375	6,592,389	3,743,974	56.79%
001 General Fund	1,225	148,000	147,375	99.58%
120 Grand Victoria Casino Elgin	150	4,852,151	3,269,154	67.38%
430 Farmland Preservation	0	1,592,238	327,445	20.57%
Grand Total	1,375	6,592,389	3,743,974	56.79%

## Executive Committee Expenditure Report - Summary Through August 31, 2016 (75.0% YTD, 76.92% Payroll)

	Current Month Transactions	Total Amended Budget	YTD Actual Transactions	YTD Encumbrances	Total % Used
010 County Board	135,638	7,728,339	6,621,412	1,254	85.69%
001 General Fund	95,844	1,283,950	924,329	1,254	72.09%
120 Grand Victoria Casino Elgin	34,755	4,852,151	4,723,185	0	97.34%
430 Farmland Preservation	5,039	1,592,238	973,898	0	61.17%
Grand Total	135,638	7,728,339	6,621,412	1,254	85.69%

## Executive Committee Expenditure Report - Detail Through August 31, 2016 (75.0% YTD, 76.92% Payroll)

	Current Month Transactions	Total Amended Budget	YTD Actual Transactions	YTD Encumbrances	Total % Used
010 County Board	135,638	7,728,339	6,621,412	1,254	85.69%
001 General Fund	95,844	1,283,950	924,329	1,254	72.09%
Personnel Services- Salaries & Wages	73,062	951,050	729,983	0	76.76%
Personnel Services- Employee Benefits	19,218	271,346	180,452	0	66.50%
Contractual Services	1,375	52,254	8,974	0	17.17%
Commodities	2,189	9,300	4,920	1,254	66.39%
120 Grand Victoria Casino Elgin	34,755	4,852,151	4,723,185	0	97.34%
Personnel Services- Salaries & Wages	4,816	62,286	47,682	0	76.55%
Personnel Services- Employee Benefits	3,413	88,723	45,748	0	51.56%
Contractual Services	26,526	975,719	950,803	0	97.45%
Commodities	0	3,300	3,918	0	118.72%
Transfers Out	0	3,614,123	3,614,123	0	100.00%
Capital	0	108,000	60,912	0	56.40%
430 Farmland Preservation	5,039	1,592,238	973,898	0	61.17%
Personnel Services- Salaries & Wages	2,320	30,341	22,038	0	72.63%
Personnel Services- Employee Benefits	649	8,538	12,015	0	140.72%
Contractual Services	2,070	77,209	21,314	0	27.61%
Capital	0	1,476,150	918,531	0	62.22%
Grand Total	135,638	7,728,339	6,621,412	1,254	85.69%



# **Executive Accounts Payable by GL Distribution**

Payment Date Range 08/01/16 - 08/31/16

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 001 - General Fund										
Department 010 - County Board	(1:									
Sub-Department 010 - County Board		-								
Account 53100 - Conference	-		Daid by Charle		00/10/2010	00/17/2016	00/17/2010		00/22/2010	1 224 64
8867 - Chris Lauzen	081616	Lauzen - PEV	Paid by Check # 352707		08/16/2016	08/17/2016	08/17/2016	)	08/22/2016	1,334.64
				3100 - Confer	ences and Me	etings Totals	Inv	oice Transactions	: 1	\$1,334.64
Account 53120 - Employee	Mileage Expen	se.		001101			1110		, <b>-</b>	<i>q</i> 1,00 no n
8867 - Chris Lauzen	081616	Lauzen - PEV	Paid by Check		08/16/2016	08/17/2016	08/17/2016		08/22/2016	40.50
	001010		# 352707		00, 10, 2010	00, 17, 2020	00, 17, 2020		00,, _010	10100
			Account 53	120 - Employ	ee Mileage Ex	pense Totals	Inv	oice Transactions	5 1	\$40.50
Account 60000 - Office Su	pplies									
3578 - Warehouse Direct Office Products	C3036331-0	Refund-Electric Stapler	Paid by EFT #		06/13/2016	07/28/2016	07/28/2016	i i	08/08/2016	(45.63)
		(Damaged)	35901							
3578 - Warehouse Direct Office Products	3128231-0	Toner, Mouse Pad,	Paid by EFT #		07/18/2016	07/28/2016	07/28/2016		08/08/2016	653.83
10154 - Carolina Imaging Products	171092	Calculator Toner-Black, Cyan,	35901 Paid by EFT #		07/27/2016	08/11/2016	08/11/2016		08/22/2016	600.00
10134 - Carolina Illaging Products	171092	Magenta	35946		07/27/2010	00/11/2010	00/11/2010		00/22/2010	000.00
		Mugenta	55510	Account 600	00 - Office Su	pplies Totals	Inv	oice Transactions	3	\$1,208.20
Account 60010 - Operating	Supplies									1, 1, 2, 2, 2, 2, 2, 2, 2, 2, 2, 2, 2, 2, 2,
St. Charles Florist	0000024	Fresh arrangement	Paid by Check		05/31/2016	07/28/2016	07/28/2016	j	08/08/2016	90.00
		5/25/16	# 352559							
1024 - Ready Refresh by Nestle (Ice	16G810450264	CB-Acct #8104502649	Paid by EFT #		08/03/2016	08/11/2016	08/11/2016	i	08/22/2016	18.03
Mountain)	9	Delivery 7/1/16	36087				-			±100.02
				count <b>60010</b> -				oice Transactions		\$108.03
			Sub-Depar	tment <b>010 - C</b>		-		oice Transactions		\$2,691.37
					010 - County			oice Transactions		\$2,691.37
Fund 120 Crand Vistoria Casina Flain				Funa	001 - Genera	Fund Totals	Inv	oice Transactions	5 <b>/</b>	\$2,691.37
Fund 120 - Grand Victoria Casino Elgin										
Department <b>010 - County Board</b> Sub-Department <b>020 - Riverboat</b>										
Account <b>45420 - Tuition R</b>										
5053 - Salvador Rodriguez	1411-06	Leading Strateegically-	Paid by Check		07/18/2016	07/29/2016	07/29/2016		08/08/2016	1,695.00
5055 - Salvadol Rouliguez	1411-00	MBA6620-S1-01	# 352518		07/10/2010	07/29/2010	07/29/2010		00/00/2010	1,095.00
		MDA0020 31 01		t <b>45420 - Tuit</b> i	ion Reimburs	ement Totals	Inv	oice Transactions	5 1	\$1,695.00
Account <b>50150 - Contractu</b>	al/Consulting S	ervices							-	42,000100
7329 - John F. Harahan	0000003	Website Maintenance -	Paid by EFT #		06/01/2016	08/12/2016	08/12/2016	j	08/22/2016	420.00
		BoardTrag	36003			, ,			, ,	
		. Α	ccount <b>50150 -</b>	Contractual/	Consulting Se	rvices Totals	Inv	oice Transactions	5 1	\$420.00
Account 55010 - External (	Grants									
5652 - Girl Scouts of Northern Illinois	1541-02	Environmental	Paid by Check		07/11/2016	07/29/2016	07/29/2016	i	08/08/2016	11,139.20
		Education at Camp	# 352441							
		Dean								



# **Executive Accounts Payable by GL Distribution**

Payment Date Range 08/01/16 - 08/31/16

Manadan	Turneline Min	Turreitas Description	Chathar	Used Deserve	Tourstee Date	Due Dete		Desident Date	Devenue Dete	Transford American
Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 120 - Grand Victoria Casino Elgin										
Department 010 - County Board										
Sub-Department 020 - Riverboat										
Account 55010 - External	Grants									
3065 - Hesed House, Inc (P.A.D.S.)	1542-02	Technology System	Paid by EFT #		07/12/2016	07/29/2016	07/29/2016		08/08/2016	7,900.00
		Repair & Upgrades	35793							
10289 - Center for Information of Elgin	1526-07	Salary of Community	Paid by EFT #		08/03/2016	08/12/2016	08/12/2016		08/22/2016	2,699.18
		Outreach Coordinator	35948							
10293 - Saint Charles Rowing Club	1553-03	Construction &	Paid by EFT #		07/07/2016	08/12/2016	08/12/2016		08/22/2016	2,000.00
		Installation of Boating	36095							
		Dock								
				Account <b>5501</b>	0 - External 0	Grants Totals	Invo	ice Transactions	4	\$23,738.38
				Sub-Departm	ent <b>020 - Rive</b>	erboat Totals	Invo	ice Transactions	6	\$25,853.38
				Department	010 - County	Board Totals	Invo	ice Transactions	6	\$25,853.38
			Fund	120 - Grand V	ictoria Casino	Elgin Totals	Invo	ice Transactions	6	\$25,853.38
						Grand Totals	Invo	ice Transactions	13	\$28,544.75

## Kane County Purchasing Card Information Executive Committee August 2016 Statement

Transaction Date	Merchant Name	Additional Information	Transaction Amount
		Department	t Total
		Committee	Total



## Resolution No.

Authorizing a Contract for Mill Creek Parkway Tree Installations

**Committee Flow:** Administration Committee, Executive Committee, County Board **Contact:** Don Biggs, 630.208.5175

## Budget Information:

Was this item budgeted? Yes	Appropriation Amount: \$87,990
If not budgeted, explain funding source: N/A	

### Summary:

Bids have been solicited for the Mill Creek Parkway Tree Installation (Bid #55-016). A total of five bids were received and opened publicly on Tuesday, August 30, 2016.

The lowest responsive, responsible bidder was Brancato Landscaping, Inc. for the Base Bid and Alternate #1 combined total amount of \$87,990.

COUNTY OF KANE

#### RESOLUTION NO.

#### AUTHORIZING A CONTRACT FOR MILL CREEK PARKWAY TREE INSTALLATIONS

WHEREAS, bids were solicited and received for the 2016 Mill Creek Parkway Tree Installation project; and

WHEREAS, the lowest responsive and responsible bidder, as per bid documents and specifications, was Brancato Landscaping, Inc., 901 Nicholas, Unit B, Elk Grove Village, IL for a total sum of \$87,990.00; and

WHEREAS, the base bid received was \$84,000 for the installation of 210 residential parkway tress in both North & South Mill Creek SSA and Alternate #1 was for \$3,990 for the installation of 210 gator bags and first water fill for a combined total sum of \$87,990; and

WHEREAS, this is a one year contract for a total cost of \$87,990, with the mutual option to extend for an additional three one-year renewals; and

WHEREAS, adequate funds have been budgeted and are available in the FY2016 Mill Creek SSA budget.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Chairman is authorized to execute a one-year contract for Mill Creek Tree Installation with Brancato Landscaping, Inc., 901 Nicholas, Unit B, Elk Grove Village, IL for the base bid amount of Eighty-Four Thousand Dollars (\$84,000), and Alternate #1 for the amount of Three Thousand, Nine hundred and Ninety Dollars (\$3,990), for a total bid amount of Eighty-Seven Thousand, Nine Hundred Ninety Dollars (\$87,990). This contract will also include a mutual option to extend for an additional three one-year renewals

Line Item	Line Item Description	Was Personnel/Item/Service approved in original budget or a subsequent budget revision?	Are funds currently available for this Personnel/Item/Service in the specific line item?	If funds are not currently available in the specified line item, where are the funds available?
520.690.730.52120	Repairs and Maint-Grounds	Yes	Yes	N/A

Passed by the Kane County Board on October 11, 2016.

John A. Cunningham Clerk, County Board Kane County, Illinois Christopher J. Lauzen Chairman, County Board Kane County, Illinois

Vote:

16-10 MC Tree Installations



901 Nicholas Unit B Elk Grove Village, IL 60007 Office: (847) 965-1160 Fax: (847) 357-9901

#### Contractor Disclosure

As of September 1, 2016, Brancato Landscaping, Inc., to the best of our knowledge the owners, officers or executives have not made any political campaign contributions to any Kane County Elected Official countywide in the last 12-month period

Plesident

OFFICER TITLE

-2016

DATE

OFFICIAL SEAL PATRICIA KARDASZ ST 6 plomber 2016 NOTARY PUBLIC, STATE OF ILLINOIS day of Subscribed and sworn this MY COMMISSION EXPIRES 04/30/19 Notary Public



## Resolution No.

Authorizing a Contract for Mill Creek Parkway Tree Watering Services

**Committee Flow:** Administration Committee, Executive Committee, County Board **Contact:** Don Biggs, 630.208.5175

## Budget Information:

Was this item budgeted? Yes	Appropriation Amount: \$24,000.00
If not budgeted, explain funding source: N/A	

## Summary:

Bids have been solicited for the Mill Creek Tree Watering Services (Bid #56-016). A total of seven (7) bids were received and opened publicly on Tuesday, August 30, 2016.

The lowest responsive, responsible bidder was RB Enterprises of Aurora, IL, for the Base Bid amount of \$2,856.00, per occurrence (Not to exceed \$24,000).

### COUNTY OF KANE

#### RESOLUTION NO.

#### AUTHORIZING A CONTRACT FOR MILL CREEK PARKWAY TREE WATERING SERVICES

WHEREAS, bids were solicited and received for the 2016 Mill Creek Parkway Tree Watering Services project; and

WHEREAS, the lowest responsive and responsible bidder, as per bid documents and specifications, was RB Enterprises, 1771 Mallette Rd, Aurora, IL for a total sum of \$2,856.00 per occurrence; and

WHEREAS, the number of watering's per month, will take place dependent upon weather conditions and shall continue until the first freeze of the fall season; and

WHEREAS, this is a one (1) year contract for a total cost of \$2,856.00 per occurrence, (Not to exceed \$24,000), with a mutual option to extend for an additional three (3) one (1) year renewals;

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Chairman is authorized to execute a one (1) year contract for the Mill Creek Tree Watering Services with RB Enterprises, 1771 Mallette Rd, Aurora, IL for the base bid of Two Thousand, Eight Hundred and Fifty-Six dollars (\$2,856.00), for a total amount (Not to exceed) of Twenty-four Thousand dollars (\$24,000). This contract will also include a mutual option to extend for an additional three (3) one (1) year renewals

Line Item	Line Item Description	Was Personnel/Item/Ser vice approved in original budget or a subsequent budget revision?	Are funds currently available for this Personnel/Item/Ser vice in the specific line item?	If funds are not currently available in the specified line item, where are the funds available?
520.690.730.52120	Repairs and Maint -	Yes	Yes	N/A
	Grounds			

Passed by the Kane County Board on October 11, 2016.

John A. Cunningham Clerk, County Board Kane County, Illinois Christopher J. Lauzen Chairman, County Board Kane County, Illinois

Vote:

16-10 MC Tree Watering



### CONTRACTOR DISCLOSURE

As of January 1, 2016, RB Enterprises, to the best of our knowledge the Owners, Officers or Executives have not made any political campaign contributions to any Kane County Elected Official countywide in the last 12 month period.

Below is a list of shareholders or owners with at least 5% holdings in RB Enterprises:

Mr. Raymond Rocke 3704 Royal Fox Drive Saint Charles, IL 60174 100%

Officer President

Subscribed and Sworn this 29 day of August , 2016

Ung Weeke Notary Public ELIZA WIECHERT Official Seal Notary Public - State of Illinois My Commission Expires Jun 19, 2019



## Resolution No.

Authorizing the Chairman to Expend Funds for the Kaneland Estates Storm Sewer Projects

**Committee Flow:** County Development Committee, Executive Committee, County Board **Contact:** Jodie Wollnik, 630.232.3499

### Budget Information:

Was this item budgeted? Yes	Appropriation Amount: \$80,000
If not budgeted, explain funding source:	

### Summary:

Water Resources has been working with residents in the Kaneland Estates subdivision since 2007. Water Resources recommended that the residents work together to establish an SSA to provide for long term maintenance of the aging drainage system in the neighborhood. Residents rejected the SSA and chose to individually maintain the sections of drain tile over their land. Given the state of disrepair, Water Resources has been identifying blockages and associated properties on almost a yearly basis. Recent changes in ownership have aided in moving forward this long anticipated replacement project. The project will serve to stabilize the outfall weir and replace a significant portion of the original clay drain tile with N-12 HDPE with manholes such that future maintenance will be reduced and the system will provide a reliable outfall for the regional detention facility to the north.

### COUNTY OF KANE

#### RESOLUTION NO.

#### AUTHORIZING THE CHAIRMAN TO EXPEND FUNDS FOR THE KANELAND ESTATES STORM SEWER PROJECTS

WHEREAS, a Final Plat of Subdivision was approved by the County of Kane, Illinois (the County) for Kaneland Estates Subdivision and was recorded on April 24, 1973 (Document No. 1261740); and

WHEREAS, a mutual subsurface drainage system which conveys flows from upland, north of Keslinger Road, is an integral part of the storm water drainage system for Kaneland Estates in that the system regains storage upstream within the watershed and provides a low flow outfall for the Pine Tree Regional Detention Facility; and

WHEREAS, through a series of meetings with the residents, it has been determined that it is in the best interest of the area to move forward with the drainage improvements to make the subsurface drainage system more reliable and the outfall stable and the proposed improvements meet the qualifications for the Cost-Share program; and

WHEREAS, Eighty Thousand Dollars and Zero Cents (\$80,000.00) Is required to complete the following tasks: replacement of drain tile sections in disrepair, installation of manholes and stabilization of the weir outfall; and

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Chairman is hereby authorized to enter into contracts and expend funds for the construction of the Kaneland Estates Outfall and Draintile Improvements in an amount not to exceed Eighty Thousand Dollars and Zero Cents (\$80,000.00).

Line Item	Line Item Description	Was Personnel/Item/Service approved in original budget or a subsequent budget revision?	Are funds currently available for this Personnel/Item/Service in the specific line item?	If funds are not currently available in the specified line item, where are the funds available?
405.690.715.73500	Cost-Share Construction	Yes	Yes	N/A

Passed by the Kane County Board on October 11, 2016.

John A. Cunningham Clerk, County Board Kane County, Illinois Christopher J. Lauzen Chairman, County Board Kane County, Illinois

Vote:

16-10 Kaneland Estates Cost-Share



## Resolution No.

Authorizing a Contract for Beckman Trail Drainage Improvements

**Committee Flow:** County Development Committee, Executive Committee, County Board **Contact:** Jodie Wollnik, 630.232.3499

## Budget Information:

Was this item budgeted? Yes	Appropriation Amount: \$60,300	
If not budgeted, explain funding source:		

## Summary:

Water Resources has been working with residents in the Catatoga Subdivision. The existing drain tile is in disrepair and has caused significant flooding of basements and high groundwater issues for the homes along Beckman Trail. In addition, a significant portion of the subdivision drains to the side yard and overland flood conveyance was not properly constructed when the subdivision was build.

In assistance with the Purchasing Department bids were obtained and Performance Construction is the lowest responsible bidder for the Beckman Trail Drainage Improvements in the amount of \$57,800.

COUNTY OF KANE

### **RESOLUTION NO.**

#### AUTHORIZING A CONTRACT FOR BECKMAN TRAIL DRAINAGE IMPROVEMENTS

WHEREAS, bids have been solicited and received by the Purchasing Department for the Beckman Trail Drainage Improvements; and

WHEREAS, Performance Construction is the lowest responsible bidder for the Beckman Trail Drainage Improvements in the amount of Fifty-Seven Thousand Eight Hundred Dollars and Zero Cents (\$57,800.00); and

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the lowest responsible bid of Performance Construction for the Beckman Trail Drainage Improvements in the amount of Fifty Seven Thousand Eight Hundred Dollars and zero cents (\$57,800.00) plus Two Thousand Five Hundred Dollars and Zero Cents Contingency for a total amount of Sixty Thousand Three Hundred Dollars and Zero Cents be approved and that the Chairman thereof is hereby authorized to enter into a contract with Performance Construction.

Line Item	Line Item Description	Was Personnel/Item/Service approved in original budget or a subsequent budget revision?	Are funds currently available for this Personnel/Item/Service in the specific line item?	If funds are not currently available in the specified line item, where are the funds available?
405.690.715.73500	Cost-Share Construction	Yes	Yes	N/A

Passed by the Kane County Board on October 11, 2016.

John A. Cunningham Clerk, County Board Kane County, Illinois Christopher J. Lauzen Chairman, County Board Kane County, Illinois

Vote:

16-10 Beckman Drainage



## Resolution No.

Approving Extension on the Contract for Electronics Recycling Services with eWorks Electronics Services

**Committee Flow:** Energy and Environmental Committee, Executive Committee, County Board

Contact: Jennifer Jarland, 630.208.3841

## Budget Information:

Was this item budgeted? N/A	Appropriation Amount: zero (\$0.00)
If not budgeted, explain funding source: N/A	

## Summary:

This (1) one-year contract extension with eWorks will facilitate smooth operation of electronics recycling drop-off locations and collection events over the coming year. This request is being made because eWork's offer of free service to Kane County and partner-municipalities is the basis of the intergovernmental agreements with partners hosting drop-offs; and due to uncertain pending changes to legislation. eWorks has offered exceptional service over the 2 ½ years of the existing contract and intends to continue to do so throughout 2017 until the extension expires on January 14, 2018.

### COUNTY OF KANE

### RESOLUTION NO.

### APPROVING EXTENSION ON THE CONTRACT FOR ELECTRONICS RECYCLING SERVICES WITH EWORKS ELECTRONICS SERVICES

WHEREAS, the Illinois Electronic Products Recycling and Reuse Act (Public Act 97-0287), and the amendments expanding the Act (SB2106), bans the landfill disposal of 17 categories of used electronics; and

WHEREAS, Kane County's Electronics Recycling Program has included collection events in St. Charles since 2001 and daily drop-offs at municipal partner locations since 2012; and

WHEREAS, following an unavoidable suspension of the Program, the Program has been reestablished and includes three staffed daily drop-offs in addition to the collection events; and

WHEREAS, the revived Program is based on an offer of service made by eWorks, the current service provider, as included in Amendment to Rider #2 attached to the Contract, and that Contract is set to expire on January 14, 2017; and

WHEREAS, there are pending revisions set to be made to the Act in the coming year that will change the structure of the state-wide plan; and

WHEREAS, eWorks has served Kane County with an exceptional and dedicated service for over two and a half (2 ½) years and there is a sound pre-existing relationship in place.

NOW, THEREFORE, BE IT RESOLVED that the Chairman is authorized to approve the extension specified in the title of this resolution for one (1) additional contract year starting January 15, 2017 and ending January 14, 2018.

Passed by the Kane County Board on October 11, 2016.

John A. Cunningham Clerk, County Board Kane County, Illinois Christopher J. Lauzen Chairman, County Board Kane County, Illinois

Vote:

16-10 Electronics Extension



## Resolution No.

Authorizing Certain Actions Relative to the Tax Agent

**Committee Flow:** Executive Committee, County Board **Contact:** Ellyn McGrath, 630.208.5104

## Budget Information:

Was this item budgeted?	Appropriation Amount:
If not budgeted, explain funding source:	

## Summary:

This authorizes execution of a deed of conveyance of the County's interest or the cancellation of the appropriate certificate of purchase, as the case may be, on the real estate described in the attached Exhibit for the sums shown and to be disbursed as shown and according to law.

COUNTY OF KANE

### **RESOLUTION NO.**

#### AUTHORIZING CERTAIN ACTIONS RELATIVE TO THE TAX AGENT

WHEREAS, the County of Kane has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases where the taxes on the same have not been paid pursuant to 35 ILCS 200/21-90; and

WHEREAS, pursuant to this program the County of Kane, as trustee for the taxing districts involved, has acquired an interest in the real estate described on the attached exhibit; and

WHEREAS, it appears to the Kane County Board that it would be to the best interest of the taxing districts of Kane County to dispose of this interest in said property.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Chairman thereof be and hereby is authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate certificate of purchase, as the case may be, on the real estate described in the attached Exhibit for the sums shown and to be disbursed as shown and according to law.

Passed by the Kane County Board on October 11, 2016.

John A. Cunningham Clerk, County Board Kane County, Illinois Christopher J. Lauzen Chairman, County Board Kane County, Illinois

Vote:

16-10 Tax Agent

#### Kane County Monthly Resolution List October 2016

Resolution	Item		Type Of		Total	County			Recorder/		County
Number	Number	Parcel#	Transaction	Account Name	Collected	Clerk	Α	uctioneer	Sec. of State	Agent	Treasurer
10-16-001	0915037P	06-13-128-010	SAL	Lorraine Colletti Trust # 92099	507.0	)	0.00	0.00	57.00	250.00	200.00
10-16-002	0915070P	09-11-179-007	SAL	Steve M Krass	507.0	)	0.00	0.00	57.00	250.00	200.00
					1,014.0	)	0.00	0.00	114.00	500.00	400.00

Clerk Fees 0.00

Sec. of State / Recorder Fees 114.00

Total To County 514.00



## Resolution No.

Authorizing a Contract for Kane County Janitorial Supplies

**Committee Flow:** Administration Committee, Finance and Budget Committee, Executive Committee, County Board **Contact:** Don Biggs, 630.208.5175

## Budget Information:

Was this item budgeted? Yes	Appropriation Amount: \$180,000
If not budgeted, explain funding source: N/A	

## Summary:

Bids have been solicited for Janitorial Supplies (Bid #44-016) for custodial supplies to be utilized at various government facilities throughout Kane County. A total of 13 bids were received and opened publicly on July 20, 2016.

Due to the large variety and amounts of products required to manage the custodial requirements of the County, not all bidders were able to provide all the supplies requested.

It is in the best interest of the County to award this contract to two vendors who are the lowest, responsive, responsible bidders that submitted a bid response for all thirteen categories of the bid, HP Products and Warehouse Direct, for an amount not to exceed \$180,000 per year, for a two-year term. Both vendors are able to meet the needs of the County based on demonstrated past and current performance for providing the lowest cost products with timely delivery

COUNTY OF KANE

#### RESOLUTION NO.

#### AUTHORIZING A CONTRACT FOR KANE COUNTY JANITORIAL SUPPLIES

WHEREAS, bids were solicited and received for Janitorial Supplies (Bid #44-016) for custodial supplies to be utilized at various government facilities throughout Kane County; and

WHEREAS, a total of 13 bids were received and opened publicly on July 20, 2016; and

WHEREAS, each supply item listed in the bid will be purchased from the lowest, responsive responsible bidder and based on the ability to deliver within the required time frame; and

WHEREAS, janitorial supplies will be ordered on an "as-needed" basis with quantities specified at time of order placement. Where applicable, "green" products will be considered; and

WHEREAS, it is in the best interest of the County to award this contract to two vendors who are the lowest, responsive, responsible bidders that submitted a bid response for all 13 categories of the bid; and

WHEREAS, HP Products and Warehouse Direct are able to meet the needs of the County based on demonstrated past and current performance for providing the lowest cost products with timely delivery; and

WHEREAS, this is a two-year contract for a not to exceed total cost per year of \$180,000, with a mutual option to extend for an additional three 1-year renewals; and

WHEREAS, the contract calls for the use of funds beyond the present budget year and the County of Kane acknowledges the necessity of the appropriation of such funds.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Chairman is authorized to execute a two contract for Janitorial Supplies with HP Products Corporation, Indianapolis, IN, and Warehouse Direct, Des Plaines, IL, for the amount not to exceed One Hundred and Eighty Thousand Dollars (\$180,000) total cost per year. This contract will also include a mutual option to extend for an additional three 1-year renewals.

Line Item	Line Item Description	Was Personnel/Item/Service approved in original budget or a subsequent budget revision?	Are funds currently available for this Personnel/Item/Servic e in the specific line item?	If funds are not currently available in the specified line item, where are the funds available?
001-080-080-60160 001-080-081-60160 001-080-082-60160 001-080-083-60160 001-080-085-60160 001-080-086-60160	Commodities/Operational Supplies - Cleaning	Yes	Yes	N/A

Passed by the Kane County Board on October 11, 2016.

John A. Cunningham Clerk, County Board Kane County, Illinois Christopher J. Lauzen Chairman, County Board Kane County, Illinois

Vote:

16-10 Janitorial Supplies



## Resolution No.

Authorizing FY16 Budget Adjustment for Animal Control

**Committee Flow:** Public Health Committee, Finance and Budget Committee, Executive Committee, County Board **Contact:** Brett Youngsteadt, 630.208.3814

## Budget Information:

Was this item budgeted? No	Appropriation Amount: \$50,000
If not budgeted, explain funding source: Donatio	n

## Summary:

Kane County Animal Control (KCAC) received a generous donation of \$50,000 from the Jane M. Peterson Trust. KCAC hopes to honor the memory and generosity of this gift by maximizing the number of animals this donation can reach. Words cannot express how hard it is to lose a loved one, but their legacy will continue through the selfless and caring gift that will improve the lives of both people and animals for years to come.

COUNTY OF KANE

### **RESOLUTION NO.**

### AUTHORIZING FY16 BUDGET ADJUSTMENT FOR ANIMAL CONTROL

WHEREAS, Kane County Animal Control (KCAC) received a donation from the Jane M. Peterson Trust in the amount of \$50,000; and

WHEREAS, KCAC will utilize this donation to purchase a new animal control vehicle; and

WHEREAS, KCAC will need a budget adjustment of \$50,000 for the purchase of a vehicle not previously budgeted for in FY16; and

WHEREAS, KCAC will utilize any remaining funds to purchase items for the shelter that will maximize the lives of animals and people in Kane County and will bear the name of Jane M. Peterson for her generosity to the great animals of Kane County; and

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board hereby authorizes Kane County Animal Control to utilize the amount of \$50,000 to be spent on the purchase of a new animal control vehicle. Any money remaining after the purchase of the vehicle, will be utilized to purchase items for the facility that will honor the memory of Jane M. Peterson and maximize the number of humane and animal lives for years to come.

290.500.000.38520 General Donations	+\$50,000
290.500.500.70070 Automotive Equipment	+\$45,000
290.500.500.60000 Office Supplies	+\$5,000

Line Item	Line Item Description	Was Personnel/Item/Service approved in original budget or a subsequent budget revision?	Are funds currently available for this Personnel/Item/Service in the specific line item?	If funds are not currently available in the specified line item, where are the funds available?
290.500.500.70070 290.500.500.60000	Automotive & Office Supplies	No	Yes	290.500.000.38520

Passed by the Kane County Board on October 11, 2016.

John A. Cunningham Clerk, County Board Kane County, Illinois Christopher J. Lauzen Chairman, County Board Kane County, Illinois

Vote:

16-10 AC Budget Adjustment



## Resolution No.

Amending the 2016 Fiscal Year Budget for the Kane County Circuit Clerks Office

**Committee Flow:** Judicial/Public Safety Committee, Finance and Budget Committee, Executive Committee, County Board **Contact:** Kristy Sharpness, 630.232.3427

## Budget Information:

Was this item budgeted? Yes	Appropriation Amount: \$32,000
If not budgeted, explain funding source: N/A	

### Summary:

A new vehicle was budgeted for under the Capital Line Item 500.800.805.70070, in the amount of \$32,000. This resolution would provide for adjustment to the FY2016 for the following line items for an approximate amount not exceeding \$24,000, therefore, alleviating the burden on next year's budget gap and utilizing projected expenses anticipated for years end November 30, 2016, as there is a need present for replacement of the vehicle due to its declining age and numerous repair issues that are starting to affect safety and budget as well.

001.250.252.63040 Fuel Vehicles	-\$ 750.00
001.250.252.52230 Repairs & MaintVehicle	-\$ 1,000.00
001.250.250.53060 General Printing	-\$ 5,000.00
001.250.250.53120 Employee Mileage Expense	-\$ 7,250.00
001.250.250.70080 Capital Office-Furniture	-\$10,000.00
001.250.250.70070 Capital Automotive Equipment	+\$24,000.00

### COUNTY OF KANE

### RESOLUTION NO.

#### AMENDING THE 2016 FISCAL YEAR BUDGET FOR THE KANE COUNTY CIRCUIT CLERKS OFFICE

WHEREAS, the Kane County Circuit Clerk's Office FY16 budget includes \$24,000 in Fund 250, for the purchase of a vehicle that was not originally due for replacement until 2017; and

WHEREAS, the Kane County Circuit Clerk chooses to utilize \$24,000 to fund certain other contractual and commodities expenses; and

WHEREAS, the Kane County Financial Policy pertaining to budgetary transfers requires County Board approval of a transfer to/from capital budget line item to/from an operating budget line item.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the FY16 Kane County Circuit Clerk Budget be amended as follows:

001.250.252.63040	Fuel Vehicles	-\$ 750.00
001.250.252.52230	Repairs & Maint. Vehicle	-\$ 1,000.00
001.250.250.53060	General Printing	-\$ 5,000.00
001.250.250.53120	Employee Mileage Expense	-\$ 7,250.00
001.250.250.70080	Capital Office Furniture	-\$10,000.00
001.250.250.70070	Capital Automotive Equipment	+\$24,000.00

Line Item	Line Item Description	Was	Are funds currently	If funds are not currently
		Personnel/Item/Service	available for this	available in the specified
		approved in original budget	Personnel/Item/Service	line item, where are the
		or a subsequent budget	in the specific line item?	funds available?
		revision?		
001.250.252.63040	Fuel Vehicles	Yes	Yes	
001.250.252.52230	Repairs & Maint. Vehicle	Yes	Yes	
001.250.250.53060	General Printing	Yes	Yes	
001.250.250.53120	Employee Mileage Expense	Yes	Yes	
001.250.250.70080	Capital Office Furniture	Yes	Yes	
001.250.250.70070	Capital Automotive Equipment	No	No	

Passed by the Kane County Board on October 11, 2016.

John A. Cunningham Clerk, County Board Kane County, Illinois Christopher J. Lauzen Chairman, County Board Kane County, Illinois

Vote:

16-10 Circuit Clerk Van Funding



## Resolution No.

Authorizing Budget Adjustment for the Office of Emergency Management

**Committee Flow:** Public Health Committee, Finance and Budget Committee, Executive Committee, County Board **Contact:** Don Bryant, 630.208.2051

## Budget Information:

Was this item budgeted? No	Appropriation Amount: \$6,100
If not budgeted, explain funding source:	Contingency Fund

## Summary:

The electrical generator in the County's Mobile Command Vehicle, which powers all of the on board electronics and radios, experienced a catastrophic failure and had to be replaced in order to keep the vehicle in service. As the funds to replace said generator were not in the 2016 OEM budget we are requesting a budget adjustment in the amount of \$6,100, from the County's contingency fund, to cover the emergency replacement of this generator.

COUNTY OF KANE

### RESOLUTION NO.

### AUTHORIZING BUDGET ADJUSTMENT FOR THE OFFICE OF EMERGENCY MANAGEMENT

WHEREAS, in 2005 the OEM placed in service a 35 foot mobile command vehicle which supports command and control operations for public safety agencies throughout Kane County; and

WHEREAS, after eleven years of service the electrical generator, which powers all of the on board electronics and radios, experienced a catastrophic failure and had to be replaced; and

WHEREAS, as the cost to replace this generator is not within the current OEM operating budget an emergency appropriation from the County's contingency fund will be needed.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board authorizing Six Thousand One Hundred Dollars (\$6,100) be transferred from the County's Contingency Fund to the OEM's 2016 budget.

001.900.900.85000	Allowance for Budget Expense
001.510.510.52160	Repairs & Maintenance Equipment

-\$6,100 +6.100

Line Item	Line Item Description	Was Personnel/Item/Service approved in original budget or a subsequent budget revision?	Are funds currently available for this Personnel/Item/Service in the specific line item?	If funds are not currently available in the specified line item, where are the funds available?
001.510.510.52160	Repairs and Maintenance Equipment	No	No	001.900.900.85000

Passed by the Kane County Board on October 11, 2016.

John A. Cunningham Clerk, County Board Kane County, Illinois Christopher J. Lauzen Chairman, County Board Kane County, Illinois

Vote:

16-10 OEM Budget Adjustment



## Resolution No.

Authorizing Contract with Paymentus for Electronic Payment Services for County Departments and Offices

**Committee Flow:** Administration Committee, Finance and Budget Committee, Executive Committee, County Board **Contact:** Barbara Garza, 630.208.3834

## Budget Information:

Was this item budgeted? Yes	Appropriation Amount:
If not budgeted, explain funding source:	

### Summary:

Bids were solicited for electronic payment services under RFP 14-016. The CityView permit system provides a public portal which will require electronic payments. One payment processor is required with special codes and sub-codes for departments and application types. Ten vendors responded. Paymentus is the recommended vendor based on ability to meet Finance Department requirements, integration capability with CityView, support, customer fees, and overall functionality. ITD will manage the contract and implement and maintain the system. There are no direct costs to the County; all costs are paid by customers. Integration costs with CityView and Tyler financials have previously been approved under the CityView project budget. Other departments & offices may participate in this contract for accepting electronic payments in the future even if they do not use the CityView system as a result of the requirement that the vendor provide specialized codes.

### RESOLUTION NO.

#### AUTHORIZING CONTRACT WITH PAYMENTUS FOR ELECTRONIC PAYMENT SERVICES FOR COUNTY DEPARTMENTS AND OFFICES

WHEREAS, Kane County departments using the CityView software system sought proposals from qualified and experienced vendors to provide electronic payment services to those doing business with Kane County said system requiring a single payment vendor solution; and

WHEREAS, Kane County issued bid No. 14-016. Ten responses were received and required that vendors have the ability to provide unique department codes and sub-codes for transaction types that could be identified for accounting purposes, be able to integrate with the CityView system, and would also allow additional departments not using CityView to offer electronic payment processing; and

WHEREAS, transaction fees will be borne by the customer and not by Kane County. Integration costs with CityView and other required systems were budgeted in the CityView project budget under Resolution 15-025. Departments requiring point-of-sale equipment will need to purchase or lease their own equipment although the equipment is not required to process payments; and

WHEREAS, the Information Technology Department will be responsible for administration of the contract and implementation, support, and maintenance of the system for those departments who will be using electronic payments working jointly with the Finance Department who will also be involved in the implementation and administration of services.

NOW, THEREFORE, BE IT RESOLVED that the Information Technologies Department be authorized to enter into a contract with Paymentus Corporation for a period of two (2) years with one (1) additional two-year (2) renewal option, said renewal requiring approval of the County Board at no cost to the County.

Passed by the Kane County Board on October 11, 2016.

John A. Cunningham Clerk, County Board Kane County, Illinois Christopher J. Lauzen Chairman, County Board Kane County, Illinois

Vote:

16-10 Electronic Payment Processor



## Resolution No.

Amending 2016 Fiscal Year Budget for the Circuit Clerk Security System

**Committee Flow:** Judicial/Public Safety Committee, Finance and Budget Committee, Executive Committee, County Board **Contact:** Karin Herwick, 630.232.3434

## Budget Information:

Was this item budgeted? Yes	Appropriation Amount: \$56,950.00
If not budgeted, explain funding source: N/A	

## Summary:

A new security system was budgeted for under the Capital Line Item 500.800.805.70070, in the amount of \$56,950.00. This resolution would provide for an adjustment to the FY2016 for the following line items for the approximate amount not exceeding \$26,000, therefore, alleviating the burden on next year's budget gap and utilizing projected expenses anticipated for years end November 30, 2016 as there is a need present for replacement of the interior security camera system due it its declining age.

001.250.255.53110	Employee Training	-\$ 3,000.00
001.250.259.50160	Legal Services	-\$ 3,031.00
001.250.259.53110	Employee Training	-\$ 2,600.00
001.250.260.53100	Conference & Meetings	-\$ 2,400.00
001.250.250.65000	Miscellaneous Supplies	-\$ 13,936.00
001.250.250.70080	Capital Office Furniture	-\$ 1,033.00
001.250.250.70090	Capital Office Equipment	+\$26,000.00

The current system is antiquated and parts are no longer available. The DVR has been rebuilt in order to continue recording in the office for employee and public safety at our public areas, entrances etc. The rebuilt DVR is suspect to not be recording all activity and the retentions time is limited. At times when evidence is needed for an incident that occurs in the Circuit Clerk's office, we are able to view but unable to download and the evidence writes over itself within this limited time frame. Over the years requests for replacements have been made and not granted in the budget. This year we also worked in conjunction with the Kane County Sheriff to try to get grant funds from the Department of Homeland Security and were declined in the 1st step. For the safety of employees and customers who come to the Circuit Clerk's Office a full security system, camera and wiring replacement is needed. The current system has been in place from 2003 when the Circuit Clerk's Office moved to the South end of the KBC building. STATE OF ILLINOIS

COUNTY OF KANE

### RESOLUTION NO.

#### AMENDING 2016 FISCAL YEAR BUDGET FOR THE CIRCUIT CLERK SECURITY SYSTEM

WHEREAS, the Kane County Circuit Clerks Office Fiscal Year 2016 includes \$26,000 in Fund 250, for the purchase of an Interior Security Camera adjured for replacement until 2017; and

WHEREAS, the Kane County Circuit Clerk chooses to utilize \$26,000 to fund certain other contractual and commodities expenses; and

WHEREAS, the Kane County Financial Policy pertaining to the budgetary transfers requires County Board approval of a transfer to/from capital budget line items to/from an operating budget line item.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Fiscal Year 2016 Kane County Circuit Clerk Budget be amended as follows:

001.250.255.53110	Employee Training	-\$ 3,000.00
001.250.259.50160	Legal Services	-\$ 3,031.00
001.250.259.53110	Employee Training	-\$ 2,600.00
001.250.260.53100	Conference & Meetings	-\$ 2,400.00
001.250.250.65000	Miscellaneous Supplies	-\$ 13,936.00
001.250.250.70080	Capital Office Furniture	-\$ 1,033.00
001.250.250.70090	Capital Office Equipment	+\$ 26,000.00

Line Item	Line Item Description	Was Personnel/Item/Service approved in original budget or a subsequent budget revision?	Are funds currently available for this Personnel/Item/Service in the specific line item?	If funds are not currently available in the specified line item, where are the funds available?
001.250.252.53110	Employee Training	Yes	Yes	
001.250.252.50160	Legal Services	Yes	Yes	
001.250.250.53110	Employee Training	Yes	Yes	
001.250.250.53100	Conference & Meetings	Yes	Yes	
001.250.250.65000	Miscellaneous Supplies	Yes	Yes	
001.250.250.70080	Capital Office Furniture	Yes	Yes	
001.250.250.70090	Capital Office Equipment	No	No	

Passed by the Kane County Board on October 11, 2016.

John A. Cunningham Clerk, County Board Kane County, Illinois Christopher J. Lauzen Chairman, County Board Kane County, Illinois

Vote:

16-10 Circuit Clerk Security



## Ordinance No.

Amending and Restating Sections 2.5-1 through 2.5-10 of Chapter 2.5 of the Kane County Code - Alarm Systems

**Committee Flow:** Judicial/Public Safety Committee, Finance and Budget Committee, Executive Committee, County Board **Contact:** Don Kramer, 6302082000

## Budget Information:

Was this item budgeted? N/A	Appropriation Amount: N/A
If not budgeted, explain funding source: N/A	

## Summary:

The Kane County Sheriff's Office is responding to a growing number of burglar and panic alarms. Many public safety hours are spent investigating false alarms, often from repeat offenders. The Kane County Sheriff's Office wishes to reduce the number of false alarms, save time spent responding to unwarranted calls, and potentially capture lost income. The changes contained herein are intended to: 1) amend and restate the 1990 Ordinance so that it is current with today's technology standards and costs; 2) develop a graduated fee/fine structure; 3) encourage citizens and business owners to register Alarm Systems; and, 4) reduce costs in responding to false alarms, while creating a positive impact on police productivity.

### ORDINANCE NO.

#### AMENDING AND RESTATING SECTIONS 2.5-1 THROUGH 2.5-10 OF CHAPTER 2.5 OF THE KANE COUNTY CODE - ALARM SYSTEMS

WHEREAS, the Illinois Compiled Statutes, Chapter 55, Act 5, Section 5-1113 provides that the Illinois County Board may pass all ordinances and make all rules and regulations proper or necessary, to carry into effect the powers granted to counties, with such fines or penalties as may be deemed proper except where a specific provision for a fine or penalty is provided by law; and

WHEREAS, pursuant to 720 ILCS 5/47-5 counties have authority to declare and abate nuisances that occur within the county, but outside the corporate limits of a city, village, or incorporated town; and

WHEREAS, the County Board is authorized to Amend and Restate the County Alarm Systems Ordinance which regulates alarm systems that transmit information to law enforcement and/or Central Dispatch; and

WHEREAS, the amendment and restatement is required to bring this ordinance into compliance with current technology standards; and, an acceptable cost study was performed supporting and showing that the current fee and/or fine structure is not sufficient to support servicing False Alarms; and

WHEREAS, a cost study on false alarms was completed in September 2014, and updated in August 2016, by Fiscal Choice Consulting, LLC., of Northfield, Illinois who is qualified to perform such studies; and

WHEREAS, the Sheriff's Office is burdened with a substantial cost for each emergency run; notwithstanding, the serious nature of injury or loss of life, to both innocent bystanders or law enforcement personnel, that is present when officers respond to each alarm call; and

WHEREAS, the majority of agencies and jurisdictions in the Northern Illinois region have alarm ordinances in place that reduce officer response time by permitting alarms systems, and reduce the number of false alarms within their jurisdiction.

NOW, THEREFORE, BE IT ORDAINED by the Kane County Board, and the Chairman thereof that the Kane County Sheriff is hereby authorized to collect Fees and/or Fines as stated in the Amended and Restated Alarm System Ordinance for the purpose of supporting the Alarm Administration program.

BE IT FURTHER ORDAINED that the Amended and Restated Alarm Ordinance (attached) is hereby approved, and replaces in its entirety Section 2.5-1 through Section 2.5-10 of Chapter 2.5 of the Kane County Code.

Passed by the Kane County Board on October 11, 2016.

John A. Cunningham Clerk, County Board Kane County, Illinois Christopher J. Lauzen Chairman, County Board Kane County, Illinois

Vote:

16-10 AlarmSystem

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### Amending and Restating Sections 2.5-1 through 2.5-10 of Chapter 2.5 of the Kane County Code -Alarm Systems

#### PURPOSE

The County of Kane hereby declares false alarms to be a public nuisance prejudicial to the general health safety, and welfare of the public. The Kane County Sheriff's Office responds to numerous false alarms each year. Many of these false alarms are from repeat offenders. Responding to such alarms exposes the officers and public to the dangers associated with emergency responses and wastes valuable resources of the Kane County Sheriff's Office. The purpose of the Alarm Ordinance is to ensure that citizens residing in unincorporated Kane County register their alarm systems and take necessary measures to prevent false alarms.

#### SECTION 1 DEFINITIONS

**ADJUDICATION OFFICER** – An attorney, appointed by the Sheriff and approved by the County Board that conducts adjudication hearings for the purpose of collecting outstanding Fees and/or Fines relating to the False Alarm Permit Ordinance.

**ALARM ADMINISTRATOR** – A person or persons designated by the Kane County Sheriff, or his designee, to administer, control, and review false alarm reduction efforts and administer the provisions of the Ordinance.

**ALARM COMPANY** – Any person subject to licensing requirements, or a company engaged in selling, leasing, installing, servicing, or monitoring alarm systems. This person shall be licensed and in compliance with state, county, and city laws.

**ALARM PERMIT APPLICATION** – Authorization or consent by the Kane County Sheriff's Office for the installation of an Alarm System.

**ALARM PERMIT NUMBER** – An Alarm Permit Number or authorization code may be issued during the Application Permit process by the Sheriff's Office allowing for the operation of an Alarm System within the County of Kane.

**ALARM SIGNAL** – A detectable signal; audible or visual, generated by an Alarm System, to which law enforcement is requested to respond.

**ALARM SYSTEM** – Any signal device or assembly of equipment designed to signal the occurrence of an illegal or unauthorized entry or other activity requiring immediate attention to which law enforcement is requested to respond.

**ALARM USER** – Any person, corporation, partnership, proprietorship, governmental, or educational entity or any other entity owning, leasing, or operating an Alarm System, or on whose premises an Alarm System is maintained for the protection of such premises.

AUDIBLE ALARMS – An Alarm System or device that generates an audible sound.

**AUTOMATIC DIAL PROTECTION DEVICE** – An Automatic Dialing Device or an Automatic Telephone Dialing Alarm System and shall include any system, which upon being activated automatically initiates to the Sheriff's Office a recorded message or code indicating a need for law enforcement response.

**CANCELLATION** – The process when response is terminated, and the Alarm Company (designated by the Alarm User) notifies the Sheriff's Office that there is no existing situation at the alarm site requiring police response after an alarm dispatch request. If cancellation occurs prior to police arriving at the scene, this is not a False Alarm for the purpose of a Fine, and no penalty will be assessed.

**COUNTY** – The County of Kane, Illinois or its agent.

**CYCLE RENEWAL, PERMIT** – The Permit Application is valid for a period of one year beginning January 1, and ending on December 31.

**FALSE ALARM** – The activation or transmission of an alarm signal through mechanical or electronic failure, malfunction, improper installation, or the negligence of the Alarm User, his or her employee(s) or agent(s), or signal activated to summon law enforcement personnel, unless law enforcement response was cancelled by the Alarm User's Alarm Company before law enforcement personnel arrive at the alarm location. An alarm is false within the meaning of this definition when, upon inspection by the Sheriff's Office and/or deputy, that evidence indicates that no unauthorized entry, robbery, or other such crime was committed or attempted in or on the premises, which would have activated a properly functioning Alarm System. Notwithstanding the foregoing, a False Alarm will not include an alarm, which can reasonably be determined to have been caused, or activated by unusually violent conditions of nature nor does it include other extraordinary circumstances not reasonably subject to control by the Alarm User.

**FALSE ALARM NOTIFICATION** – An alarm notification to Central Station/Dispatch when the responding Kane County Sheriff's Deputy finds, through inspection of the interior and/or exterior of the alarm site, no evidence of an attempted or actual unauthorized intrusion, burglary, robbery, or hostage taking, and the deputy(ies) has responded.

**HEARING OFFICER** – A person or persons designated by the Kane County Sheriff, or his designee, to administer, control, and review false alarm reduction efforts, and administer the provisions of the Ordinance, as well as schedule, coordinate, and take minutes at the Adjudication Hearings.

**PERMIT YEAR** – A twelve (12) month period beginning on first day the calendar year (January 1).

**RUNAWAY ALARM** – An Alarm System that produces repeated alarm signals that do not appear to be caused by separate human action. The Sheriff's Office may in its discretion discontinue police responses to Alarm Signals from what appears to be a runaway alarm. The Alarm Administrator may consider all false alarm dispatches within a twenty-four (24) hour period as one (1) false alarm and invoice the Alarm User accordingly.

SHERIFF – The Sheriff of Kane County, Illinois.

**SIA CONTROL PANEL STANDARD CP-01** – The American National Standards Institute (ANSI) approved Security Industry Association (SIA) CP-01 Control Panel Standard, as may be updated from time to time, that details recommended design features for security system control panels and their associated arming and disarming devices to reduce false alarms. Control panels built and tested to this standard by a nationally recognized testing organization, will be marked to state: "Design evaluated in accordance with SIA CP-01 Control Panel Standard Features for False Alarm Reduction."

**VERIFY** – An attempt by the Alarm Company, or its representative, to contact the alarm site and/or Alarm User by telephone and/or other electronic means, whether or not actual contact with a person is made, in attempt to determine whether an alarm signal is valid before requesting law enforcement dispatch, in an attempt to avoid unnecessary alarm dispatch request. For the purpose of this ordinance, telephone verification shall require, as a minimum, that a second call also known as Enhanced Call Verification, be made to a different number if the first attempt fails to reach an Alarm User who can properly identify themselves to attempt to determine whether an alarm signal is valid before requesting law enforcement dispatch.

### SECTION 2

#### ALARM PERMIT

- A. **PERMIT ESTABLISHED BY ORDINANCE** No person shall use an Alarm System without first obtaining an Alarm Permit for said Alarm System from the Kane County Sheriff's Office. An Alarm Permit Application fee of One Hundred and Fifty Dollars (\$150.00) is required during the initial registration period. No fee is required for the yearly renewal. Each Alarm Permit is assigned a unique Permit Number, and the Alarm User shall provide the Permit Number to the Alarm Company to facilitate law enforcement dispatch.
- B. **APPLICATION** The Permit Number will be issued to the Alarm User within five (5) business days of completion and payment of the online Alarm Permit Application form made available by the Kane County Sheriff's Office. An Alarm User has the duty to complete an Alarm Permit Application and/or renewal from the Kane County Sheriff's Office.
- C. **TRANSFER OF POSSESSION** When possession of the premises at which an Alarm System is maintained is transferred, the person (Alarm User) obtaining possession of the property shall file an application for an Alarm Permit within thirty (30) days of the transfer date. Alarm Permits are not transferrable. A new application shall be placed on file with the Kane County Sheriff's Office.
- D. **REPORTING UPDATED INFORMATION** Whenever information provided on the Alarm Permit Application changes, the Alarm User shall provide correct information to the Sheriff's Office within thirty (30) days of the change. In addition, each year after the issuance of the Alarm Permit, the Kane County Sheriff's Office will send an Email to the Alarm User to renew their Alarm Permit Application. If an Alarm User is unable to complete the renewal online, a paper Alarm Permit Application form will be provided upon request.
- E. **MULTIPLE ALARM SYSTEMS** If an Alarm User has one (1) or more Alarm System(s) protecting two (2) or more separate structures, having different addresses and/or tenants, a separate Alarm Permit shall be required for each structure and/or tenant.

#### PERMIT APPLICATION

Each Alarm User's Alarm Permit Application shall be held on the file at the Kane County Sheriff's Office and contain the following information:

- A. Alarm User's legal name, address, and telephone number;
- B. Name, address, and telephone number of the premise where the Alarm System is located;
- C. Type of Alarm System at the premise location;
- D. Minimum of two (2) individuals, including their addresses and telephone numbers, who can be contacted and will respond to the premises in the event of an emergency, or can reset, or deactivate the Alarm System, or who could contact the Alarm User if the Alarm User is not at the protected premises.
- E. Name, address, and telephone number of the person or company that installed the Alarm System.
- F. The name, address, and telephone number of the person or company that is responsible for the maintenance and repair of the Alarm System, if applicable.
- G. An Alarm Permit Number will not be issued until the completed application is received and approval of the Permit Application has been granted by the Kane County Sheriff's Office.

#### PERMIT DENIAL

An Alarm Permit Number may be denied if outstanding Alarm Fees and/or Fines are due at another structure and/or premise (see Multiple Alarm Systems).

## SECTION 3 DUTIES OF THE ALARM USER

- A. Maintain the premises and the Alarm System in a method that will reduce or eliminate False Alarms;
- B. Provide the Alarm Company the Alarm Permit Number (the number must be provided to the central dispatch and/or the communications center by the Alarm Company to ensure dispatch);
- C. Must respond or cause a representative to respond to the Alarm System location when notified by the Kane County Sheriff's Office;
- D. Not manually activate an alarm for any reason other than an occurrence of an event that the Alarm System was intended to report;
- E. An Alarm User must obtain a new Alarm Permit Number and pay any associated fees if there is a change of ownership of a business or residence; and,
- F. Adjust the mechanism or cause the mechanism to be adjusted, so that an alarm signal audible on the exterior of the alarm site shall sound for not less than fifteen (15) minutes or no longer than fifteen (15) minutes.

### **SECTION 4**

### DUTIES OF THE ALARM COMPANY

- A. Any person engaged in the alarm business in the County of Kane, shall comply with the following:
  - 1. Obtain and maintain the required state, county, and city licenses;

- 2. Provide current, name, address, and telephone numbers of the Alarm Company license holder or a designee, who called in an emergency, twenty-four (24) hours a day; and be able to respond to an alarm call, when notified;
- 3. Be able to provide the most current contact information for the Alarm User;
- B. Effective, January 1, 2017, shall, on all new and upgraded installations, use only alarm control panel(s), which meet SIA Control Panel Standard CP-01;
- C. Prior to activation of the Alarm System, the Alarm Company must provide written and oral instructions explaining the proper operation of the Alarm System to the Alarm User;
- D. Provide Alarm the User written information on how to obtain service from the Alarm Company for the Alarm System;
- E. Inform the Alarm User of the County Alarm Ordinance, and assist the Alarm User with registering their Alarm System(s). The Alarm Company (installer) shall provide new customers with a Kane County Alarm Permit Application at the time of the sale and/or prior to installation. Said Application should be completed by the Alarm User; and, contain all of the pertinent information required in the Section 2;
- F. The Alarm Permit Application and applicable Fee(s) shall be returned to the Kane County Sheriff's Office (Kane County Sheriff's Office, Attn: Alarm Administrator, 37W755 Illinois Route 38, Suite A, St. Charles, Illinois 60175) with ten (10) business days.
- G. An Alarm Company performing monitoring services shall:
  - 1. Attempt to verify by calling the alarm site and Alarm User by telephone to determine whether an alarm signal is valid before requesting dispatch. Telephone verification shall require, as a minimum, that a second call, known as an Enhanced Call Verification, be made to a different number if the first attempt fails to reach an Alarm User who can properly identify themselves in attempt to determine whether an alarm signal is valid, or except in the case of a panic or crime-in-progress alarm, or in cases where a crime-in-progress has been verified by video and/or audible means;
  - 2. Provide the Alarm Permit Registration Number to the Central Dispatch/Radio Dispatch Center;
  - 3. Communicate any available information about the location of the alarm; and,
  - 4. Communicate a cancellation to Central Dispatch/Radio Dispatch and/or the Sheriff's Office as soon as possible following a determination that a response is not necessary.

#### SECTION 5 ALARM FEES AND FINES

The Kane County Sheriff's Office will charge and collect Fees and/or Fines based upon a schedule established by Ordinance.

### FEE AND FINE SCHEDULE

A. Any Alarm User who has more than one (1) False Alarm within a calendar year at a single protected location will be assessed Fines according to the following schedule, and the Alarm User will be issued a Fine. False Alarm response Fines will be charged in the following manner.

Residence/Business	False Alarm Fees and Fines		
First and/or Second False Alarm Fine	Waived / \$0.00		
Third False Alarm Fine	\$150.00		
Fourth and Each Subsequent False Alarm Thereafter Fine	\$300.00		
Alarm Permit Registration Fee	\$150.00		
Failure to Register Alarm System, First Offense \$20			
Failure to Register Alarm System, Second Offense \$500			
Multiple False Alarms, in one calendar day, may be counted as one alarm incident at the			
discretion of the Alarm Administrator.			

- B. If a False Alarm is caused by technical and/or a system maintenance issue, then the False Alarm Event may be waived by the Alarm Administrator, upon evidentiary proof, provided by the Alarm User, that the Alarm System has been maintained and/or repaired within thirty (30) days of the of the date of the False Alarm event. The Alarm User will be responsible for submitting written documentation as supplied by the Alarm Company warranting and/or documenting the repair within the thirty (30) day grace period. Send repair documentation to: Kane County Sheriff's Office, Attn: Alarm Administrator, 37W755 Illinois Route 38, Suite A, St. Charles, Illinois 60175.
- C. The Kane County Sheriff's Office will notify the Alarm User, in writing, or via best method of contact, of each instance wherein the Sheriff's Office has recorded a False Alarm. The Alarm User will have the opportunity within thirty (30) days from the date of notification to submit a report and/or speak with the Alarm Administrator, or their designee, for the purpose of showing cause as to whether circumstances exist to warrant voiding the False Alarm recordation. The Alarm Administrator, or their designee, shall review the Alarm User's report and/or speak with the Alarm User and issue a written finding to the Alarm User as to whether or not the False Alarm recorded will be voided.
- D. No person will install, cause to be installed, maintain, or cause to be maintained, any automatic voice tape dialer service that dials a Central Dispatch/Radio Dispatch telephone line. The caller, a natural person, must be able to convey the nature of the call. Prerecorded voice messages are prohibited by the nature of this Ordinance. It is unlawful for an individual to allow an automatic alarm, automatic dialing device, or automatic alerting device which causes a Central Dispatch telephone to be activated; and, whose purpose is to establish an open telephone line with the specific intent that a conversation between parties not actively speaking into the telephone instrument be heard by Central Dispatch in order to directly access emergency services based on an overheard conversation or lack of conversation.

## SECTION 6

### **PROHIBITED ACTS**

- A. It shall be unlawful to activate an Alarm System for the purpose of summoning law enforcement when no burglary, robbery, or other crime dangerous to life or property is being committed or attempted on the premises, or otherwise to cause a False Alarm.
- B. It shall be unlawful to install, maintain, or use an Audible Alarm System, which can sound continually for more than fifteen (15) minutes.
- C. It shall be unlawful to install, maintain or use an Automatic Dial Protection Device that reports, or causes to be reported, any recorded message to the Sheriff's Office.

### SECTION 7 ENFORCEMENT OF PROVISIONS

- A. **ENFORCEMENT PROVISIONS** The following will be determined a finable offense, failure to obtain a Permit Application for an Alarm System and failure to comply with appropriate maintenance and education in so that three (3) or more False Alarms within a Permit Year have taken place.
- B. AN ALARM IS NOT FALSE WHEN THE ALARM USER PROVES THAT:
  - 1. An individual activated the alarm based upon reasonable belief that an emergency, or actual, or threatened criminal activity requiring immediate response existed;
  - 2. The Alarm System was activated by lightening or an electrical surge that caused physical damage to the system, as evidenced by the testimony of a licensed alarm system contractor who conducted an on-site inspection and personally documented the damage to the system;
  - 3. The Alarm User experienced a power outage of four (4) or more hours, causing the Alarm System to activate upon restoration of power, as evidenced by written documentation by their provider.
  - 4. An alarm dispatch request, that is cancelled by the Alarm Company, prior to the arrival of an officer(s), is not considered a False Alarm.
- C. **CLASSIFICATION** If a Kane County Sheriff's Officer(s) responds and finds no evidence of criminal activity or medical need, the alarm will be classified as a False Alarm.
- D. **DISCONTINUANCE OF LAW ENFORCEMENT RESPONSE** Failure to make payment of applicable Fees and/or Fines, assessed under this Ordinance, within thirty (30) days from the date of the invoice, shall result in suspension of law enforcement response to alarm signals that may occur at the premises describe in the Alarm User's Permit Application until payment is received. In addition, failure to register and obtain or renew a Permit Application may result in no law enforcement response to an unregistered alarm site.
- E. WRITTEN NOTICE OF SUSPENSION A written notice of suspension of law enforcement response will be mailed via U.S. Registered Postal Mail to the Alarm User, suspending service effective thirty (30) days after payment was due.
- F. SHERIFF'S OFFICE RESPONSE WILL BE REINSTATED IF THE ALARM USER:
  - 1. Pays or otherwise resolves to the satisfaction of the Alarm Administrator all Fees and/or Fines.

## SECTION 8

### **ADMINISTRATIVE REVIEW AUTHORITY**

- A. The Sheriff's Office Administrative Review shall review cases where a fine is in question. The Office of Administrative Review shall provide a consistent appeal process, administer hearing and judgements, and manage financial aspects of disputed cases.
- B. The Administrative Review is an adjudication process to recover outstanding Fees and/or Fines associated with the False Alarm Ordinance, as well as hear evidence of the law enforcement officer's finding(s) and the Alarm Administrators' program findings. The Administrative Review Authority is comprised of the following:
- C. ALARM ADMINISTRATOR Provides general support and oversees the computerized tracking, hearing, scheduling, and case system management.

- D. **RECORDS DIVISION** Registers Alarm Permit Applications, burglary and robbery alarm reports, and supports enforcement provisions of the Kane County False Alarm Ordinance and assorted other County laws.
- E. HEARING OFFICER A person or persons designated by the Kane County Sheriff and assigned to his Executive Team, or his designee, to administer, control, and review false alarm reduction efforts, and administer the provisions of the Ordinance, as well as schedules, coordinates, and take minutes at the Adjudication Hearings. For the purpose of this Ordinance and on behalf of business with the Kane County Sheriff's Office, conducts Adjudication Hearings for matters under Fifty Thousand Dollars (\$50,000.00).
- F. ADJUDICATION OFFICER An attorney, other than the Alarm Administrator or law enforcement officer, who is appointed by the Kane County Sheriff, with the consent of the County Board, to preside over adjudication hearings. The Hearing Officer must be an attorney licensed to practice law in the State of Illinois for at least three (3) years. Prior to conducting administrative adjudication proceedings, Hearing Officers, shall have successfully completed a formal training program which includes, but is not limited to the following:
  - 1. Instruction on rules of procedures of the administrative hearings which they will conduct;
  - 2. Orientation to each subject area of the code violations they will adjudicate;
  - 3. Observation of administration hears; and,
  - 4. Participation in hypothetical cases, including ruling on evidence and issuing final orders.
- G. HEARING COSTS In the event of a determination that a violation has occurred, or if the complaint is dismissed or withdrawn based upon compliance prior to the hearing date the hearing costs shall be recovered in the amount of not less than One Hundred and Fifty Dollars (\$150.00) or the actual cost of the hearing, whichever is greater. The Hearing Officer, may in an appropriate case, and for good cause shown, waive, or reduce costs.

## SECTION 9

#### CONFIDENTIALITY

In the interest of public safety, all information contained in and gathered through the Alarm Permit Application, no response records, applications for appeals, and any other alarm records, are exempt from public access or disclosure; and, will be held in confidence by all employees and/or representatives of the Kane County Sheriff's Office.

### SECTION 10 GOVERNMENT IMMUNITY

Alarm Permit registration, is not intended to, nor will it, create a contract, duty or obligation, either expressed or implied, of response. Any and all liability and consequential damage resulting from the failure to respond to notification is hereby disclaimed and governmental immunity as provided by law is retained. By applying for an Alarm Permit, the Alarm User acknowledges that the Kane County Sheriff's Office response may be influenced by factors such as: the availability of patrol units; priority of calls; weather conditions; traffic conditions; emergency conditions; staffing levels; and, prior response history.

In the event that the County Kane or its officers, agents, or employees find it necessary to disconnect a defective automatic voice tape dialer service or signaling device, pursuant to said Ordinance, the County of Kane or its officers, agents or employees shall incur no liability by such action.

## SECTION 11 DISPOSITION OF FEES AND FINES

Fees and/or Fines collected by the Sheriff of Kane County pursuant to this Ordinance shall be deposited by the Sheriff into a Kane County Board General Revenue Fund to be utilized exclusively for the operation and/or administration of this Ordinance.

## SECTION 12 DISCLAIMER

If any portion, clause, phrase, sentence or classification of this Ordinance is held or declared to be either unconstitutional, invalid, inapplicable, inoperative, or void, then such declaration shall not be construed to affect other portions of the Ordinance. It is hereby declared to be the express opinion of the County of Kane that any unconstitutional, invalid, inapplicable, inoperative, or void potion or portions of this Ordinance do not induce its passage and that without the inclusion of any such portion or potions of this Ordinance, the County of Kane, would have enacted the valid constitutional portions thereof.



## Resolution No.

Authorizing an Intergovernmental Agreement with Ogle County (Illinois)

**Committee Flow:** Judicial/Public Safety Committee, Finance and Budget Committee, Executive Committee, County Board **Contact:** Rick Anselme, 630.406.7468

## Budget Information:

Was this item budgeted? N/A	Appropriation Amount: N/A
If not budgeted, explain funding source: N/A	

## Summary:

This resolution is for an Intergovernmental Agreement between Kane County and Ogle County (Illinois). Kane County will guarantee housing for up to five Ogle County minors at a time at the Kane County Juvenile Justice Center with a per diem charge of \$120.00 per day, per minor. The agreement will commence upon the date of approval and will continue for a period of two years from that date. This agreement may be amended with written consent of all parties and provided a need continues to exist, may be renewed 30 days prior to the expiration date for a period not to exceed one year for each renewal.

## STATE OF ILLINOIS COUNTY OF KANE

#### **RESOLUTION NO.**

#### AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH OGLE COUNTY (ILLINOIS)

WHEREAS, the Constitution of the State of Illinois of 1970, Article VII, Section 10, provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine or transfer any power of function in any manner not prohibited by law or by ordinance and may use their credit, revenues and other resources to pay costs related to intergovernmental activities; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq, provides that any county may participate in an intergovernmental agreement under this Act notwithstanding the absence of specific authority under the State law to perform the service involved provided that the unit of local government contracting with the county has authority to perform the service; and

WHEREAS, Ogle County desires to enter into an intergovernmental agreement with Kane County wherein Kane County will guarantee housing for five Ogle County minors at its Juvenile Justice Center with a per diem charge of \$120.00 per day, per minor; and

WHEREAS, the intergovernmental agreement with Ogle County commences upon the date of approval and acceptance by all parties hereto and will continue for a period of two years from that date. This agreement may be amended with written consent of all parties hereto and, provided a need continues to exist, may be renewed 30 days prior to the expiration date for a period not to exceed one year for each renewal.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Chairman thereof is hereby authorized to enter into an agreement with the County of Ogle (a copy of which shall be filed with the Kane County Clerk) for Juvenile Detention Services.

Passed by the Kane County Board on October 11, 2016.

John A. Cunningham Clerk, County Board Kane County, Illinois Christopher J. Lauzen Chairman, County Board Kane County, Illinois

Vote:

16-10 IGA Ogle Co



## Resolution No.

Authorizing Drug Testing Service Contract

**Committee Flow:** Judicial/Public Safety Committee, Finance and Budget Committee, Executive Committee, County Board **Contact:** Mary Smith, 630.232.5803

## Budget Information:

Was this item budgeted? Yes	Appropriation Amount:	
If not budgeted, explain funding source:		

## Summary:

Kane County Court Services presently performs in-house urine collection at several Court Services facilities and ships the samples to a laboratory for confirmation testing. Urine testing for drugs and alcohol is a tool for monitoring defendant compliance with the Court's order and terms of supervision. Urine testing is utilized by Adult and Juvenile Probation, Adult Drug Court, Juvenile Drug Court and Treatment Alternative Court. Defendants are court ordered a drug testing fee collected by Court Services. These fees cover the majority of urine testing expenditures. STATE OF ILLINOIS

COUNTY OF KANE

#### **RESOLUTION NO.**

#### AUTHORIZING DRUG TESTING SERVICE CONTRACT

WHEREAS, Kane County Court Services issued a Request for Proposal for contractual lab services for the testing of urine samples for drugs and alcohol; and

WHEREAS, five vendors responded to RFP 40-016 for drug testing services; and

WHEREAS, Redwood Toxicology Laboratory in Santa Rosa, California scored the highest of the five vendors based on qualification, proposed program plan and offers and Court Services' experience of working with this vendor to provide this service; and

WHEREAS, urine testing for drugs and alcohol is a tool for monitoring defendant compliance, and is statutorily required to occur for certain kinds sentences; and

WHEREAS, adequate funds have been budgeted to allow purchase of these services from the vendor.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Chairman thereof be, and hereby is, authorized and directed to execute a contract with Redwood Toxicology Laboratory for a term of two years, with the mutual option to extend, subject to appropriation and the right of the county to terminate the contract in accordance with the provisions in the contract.

Line Item	Line Item Description	Was Personnel/Item/Service approved in original budget or a subsequent budget revision?	Are funds currently available for this Personnel/Item/Service in the specific line item?	If funds are not currently available in the specified line item, where are the funds available?

Passed by the Kane County Board on October 11, 2016.

John A. Cunningham Clerk, County Board Kane County, Illinois Christopher J. Lauzen Chairman, County Board Kane County, Illinois

Vote:

16-10DrugTesting



## Resolution No.

Authorizing Court Services Budget Adjustment

**Committee Flow:** Judicial/Public Safety Committee, Finance and Budget Committee, Executive Committee, County Board **Contact:** Latanya Hill, 630.444.2951

## Budget Information:

Was this item budgeted? Yes	Appropriation Amount: \$374,787
If not budgeted, explain funding source:	

## Summary:

This resolution is to adjust the budget for the previous ARI Initiative, which provided services for offenders at risk of being sentenced to the Illinois Department of Corrections. Due to the State of Illinois budget impasse and the lack of funds received in CFY16, Court Services submits a budget adjustment to reduce previous budgeted CFY16 revenue and expenses.

STATE OF ILLINOIS

COUNTY OF KANE

#### RESOLUTION NO.

#### AUTHORIZING COURT SERVICES BUDGET ADJUSTMENT

WHEREAS, Kane County Court Services was awarded a grant for the Adult Redeploy Initiative in the amount of Three Hundred Seventy-Four Thousand, Seven Hundred and Eighty-Seven Dollars (\$374,787) from the Illinois Criminal Justice Information Authority (ICJIA) to support programming as a diversion for non-violent adult offenders from the Illinois Department of Corrections by providing community based services; and

WHEREAS, Kane County Board accepted the authorization of the Adult Redeploy Initiative Grant for SFY16, via resolution 15-195, from the ICJIA in that the Adult Redeploy Initiative Grant was to be used for programming for Class 3 & Class 4 Felony probation violators to safely divert those offenders who are at risk of being sentenced to the Illinois Department of Corrections by providing appropriate and intensive community based services in order to address and decrease their criminogenic needs; and

WHEREAS, as a result of the State of Illinois budget impasse, Court Services officially notified the ICJIA that Court Services would be terminating the contract due to lack of funds received from the State of Illinois; and

WHEREAS, the Adult Redeploy Initiative had been awarded and paid in prior fiscal years, Court Services budgeted the revenue and expenses in CFY16 for a total of \$374,787; and

WHEREAS, Court Services hereby submits a budget adjustment to reduce the previously budgeted revenue and expenses for county fiscal year 2016 in the amount of \$374,787.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that due to no longer participating in the ICJIA Adult Redeploy Initiative Grant, that a budget adjustment be made to reduce revenue and expenses as follows for SFY16 and CFY16:

G/L account	Description	+/-	Amount
001.430.000.32250	Revenue	-	374,787
001.430.431.40000	Salary & Wages	-	152,949
001.430.431.45000	Health	-	44,100
001.430.431.45010	Dental	-	2,469
001.430.431.50150	Contractual/Consulting Services	-	171,440
001.430.431.53100	Conferences and Meetings	-	1,109
001.430.431.53120	Employee Mileage Expense	-	776
001.430.431.55050	Grant Expense	-	1,440
001.430.431.60000	Office Supplies	-	504

Passed by the Kane County Board on October 11, 2016.

John A. Cunningham Clerk, County Board Kane County, Illinois Christopher J. Lauzen Chairman, County Board Kane County, Illinois

Vote:

16-10 Bdgt- Court Services



## Resolution No.

Authorizing Budget Adjustment for Health Department Grants

**Committee Flow:** Public Health Committee, Finance and Budget Committee, Executive Committee, County Board **Contact:** Barbara Jeffers, 630.444.3124

## Budget Information:

Was this item budgeted? No	Appropriation Amount: \$15,500
If not budgeted, explain funding source:	

## Summary:

The Kane County Health Department (KCHD) was awarded a grant from the Illinois Department of Public Health (IDPH) for the Direct Observed Therapy TB program. The grant was increased by \$15,500 to \$32,750 (\$17,250 plus \$15,500). A budget adjustment is required to reflect the additional payments of \$15,500 from IDPH received by KCHD.

STATE OF ILLINOIS

COUNTY OF KANE

#### RESOLUTION NO.

#### AUTHORIZING BUDGET ADJUSTMENT FOR HEALTH DEPARTMENT GRANTS

WHEREAS, the Kane County Health Department (KCHD) was awarded grants from the Illinois Department of Public Health (IDPH) for the Direct Observed Therapy grant; and

WHEREAS, the grant awarded by Illinois Department of Public Health for the Direct Observed Therapy TB program was increased by \$15,500, a budget adjustment is required to reflect the additional payments from IDPH received by KCHD; and

WHEREAS, the grant amount from the Illinois Department of Public Health (IDPH) for the Direct Observed Therapy TB program was increased to Thirty Two Thousand Seven Hundred Fifty Dollars (\$32,750) as a result a budget adjustment of \$15,500 is required.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the following budget adjustments be made to the KCHD FY2016 budget to reflect this change to this grant:

 350.580.000.33900
 Miscellaneous Grants
 -15,500

 350.580.000.32580
 IDPH TB Observed Therapy Grant
 +15,500

Line Item	Line Item Description	Was Personnel/Item/Service approved in original budget or a subsequent	Are funds currently available for this Personnel/Item/Service in the specific	If funds are not currently available in the specified line item, where
		budget revision?	line item?	are the funds available?
350.580.000.33900	Miscellaneous Grants	N/A	N/A	N/A
350.580.000.32580	IDPH TB Observed Therapy Grant	N/A	N/A	N/A

Passed by the Kane County Board on October 11, 2016.

John A. Cunningham Clerk, County Board Kane County, Illinois Christopher J. Lauzen Chairman, County Board Kane County, Illinois

Vote:

16-10 DOT Budget Adjustment



## Resolution No.

Authorizing Contracts Providing 2017 Group Health, Dental and Vision Plans

**Committee Flow:** Human Services Committee, Finance and Budget Committee, Executive Committee, County Board **Contact:** Sheila McCraven, 630.232.5932

## Budget Information:

Was this item budgeted? Y	Appropriation Amount:
If not budgeted, explain funding source:	

## Summary:

This is the annual resolution authorizing the County Board Chairman to enter into contracts for health, dental and vision group insurance. Kane County joined the Intergovernmental Personnel Benefit Cooperative (IPBC) on January 1, 2016. This will be Kane County's second year of participating in the IPBC.

The employee wellness program continues for 2017.

The employee contribution schedule is attached. In compliance with union agreements, in the aggregate the health costs are split 83% employer and 17% employee.

## STATE OF ILLINOIS

COUNTY OF KANE

### RESOLUTION NO.

#### AUTHORIZING CONTRACTS PROVIDING 2017 GROUP HEALTH, DENTAL AND VISION PLANS

WHEREAS, Kane County has reviewed its insurance program in order to provide group health, dental and vision coverage for its employees and has determined that BlueCross BlueShield of Illinois, Guardian Life Insurance Company of American (dental) and Vision Service Plan (VSP) offer plans that are the most responsive to the needs of the County and its employees; and

WHEREAS, the County continues to engage in cost containment measures through a bona fide HIPAA-qualified wellness program.

NOW, THEREFORE, BE IT RESOLVED that the Chairman of the Kane County Board is authorized to enter into contracts with BlueCross BlueShield of Illinois, Guardian Life Insurance Company of America (dental) and Vision Service Plan (VSP) (vision) to provide for group health, dental and vision insurance coverage and for employee contributions to be set in accordance with the attached schedule for the period of January 1, 2017 through December 31, 2017. A copy of the contracts shall be filed with the Kane County Auditor.

-					
	Line Item	Line Item Description	Was Personnel/Item/Service approved	Are funds currently available for this	If funds are not currently available
		-	in original budget or a subsequent	Personnel/Item/Service in the specific	in the specified line item, where
			budget revision?	line item?	are the funds available?
	xxx.xxx.xxx.45000	Healthcare	Yes	Yes	Yes
	xxx.xxx.xxx.45010	Contribution			
		Dental Contribution			

Passed by the Kane County Board on October 11, 2016.

John A. Cunningham Clerk, County Board Kane County, Illinois Christopher J. Lauzen Chairman, County Board Kane County, Illinois

Vote:

16-10 2017 Group Insurance

## 2017 MONTHLY HEALTH AND DENTAL CONTRIBUTIONS

## Based on Estimated 12 Month IPBC Calendar Year Rates

	2016: Medical & Vision			2017 Renewal: Medical & Vision			2017 Renewal: Medical & Vision			2017 Renewal: Medical & Vision			
			EE Contribution Kane Co. Med Contrib Kane Co. Med+Vis Contrib										
					All Covered Adults	All Covered Adults	All Covered Adults	EE Contribution	Kane Co. Med Contrib	Kane Co. Med+Vis Contrib	EE Contribution	Kane Co. Contribution	Kane Co. Contribution
PPO Non Union	Enrollment	Current EE Contributions	Current Kane Co. Medical Contrib	Current Kane Co. Med+Vision Contrib	(except Adult Children) Participate in Wellness	(except Adult Children) Participate in Wellness	(except Adult Children) Participate in Wellness	Only One Covered Adult Participates in Wellness	Only One Covered Adult Participates in Wellness	Only One Covered Adult Participates in Wellness	No Covered Adults Participate in Wellness	No Covered Adults Participate in Wellness	No Covered Adults
FF	82	\$179.41	\$558.89	\$563.29	\$194.16	\$584.67	\$589.07	\$194.16	\$584.67	\$589.07	\$244.16	\$534.67	Participate in Wellness \$539.07
EE + 1 Child	10	\$355.52	\$1,113.59	\$1,125.75	\$384.80	\$1,164.94	\$1,177.10	\$384.80	\$1,164.94	\$1,177.10	\$434.80	\$1,114.94	\$1,127.10
EE+ Spouse	57	\$355.52	\$1,113.59	\$1,125.75	\$384.80	\$1,164.94	\$1,177.10	\$434.80	\$1,114.94	\$1,127.10	\$484.80	\$1,064.94	\$1,077.10
Family	70	\$526.87	\$1,623.63	\$1,635.79	\$570.08	\$1,698.45	\$1,710.61	\$620.08	\$1,648.45	\$1,660.61	\$670.08	\$1,598.45	\$1,610.61
	10	φ020.01	¢1,020.00	¢1,000.10		φ1,000.10	ψ1,110.01	<b>\$020.00</b>	\$1,010.10	φ1,000.01		\$1,000.10	<i><i>ϕ</i><sup>1</sup>,010.01</i>
PPO Union													
EE	64	\$183.07	\$570.30	\$574.70	\$198.12	\$596.60	\$601.00	\$198.12	\$596.60	\$601.00	\$248.12	\$546.60	\$551.00
EE + 1 Child	5	\$362.78	\$1,136.30	\$1,148.46	\$392.65	\$1,188.71	\$1,200.87	\$392.65	\$1,188.71	\$1,200.87	\$442.65	\$1,138.71	\$1,150.87
EE+ Spouse	26	\$362.78	\$1,136.30	\$1,148.46	\$392.65	\$1,188.71	\$1,200.87	\$442.65	\$1,138.71	\$1,150.87	\$492.65	\$1,088.71	\$1,100.87
Family	52	\$537.62	\$1,656.76	\$1,668.92	\$581.71	\$1,733.11	\$1,745.27	\$631.71	\$1,683.11	\$1,695.27	\$681.71	\$1,633.11	\$1,645.27
HMO-IL Non Union													
EE	6	\$74.59	\$508.14	\$512.54	\$82.30	\$530.49	\$534.89	\$82.30	\$530.49	\$534.89	\$132.30	\$480.49	\$484.89
EE + 1 Child	1	\$204.90	\$952.75	\$964.91	\$223.14	\$994.21	\$1,006.37	\$223.14	\$994.21	\$1,006.37	\$273.14	\$944.21	\$956.37
EE+ Spouse	0	\$204.90	\$952.75	\$964.91	\$223.14	\$994.21	\$1,006.37	\$273.14	\$944.21	\$956.37	\$323.14	\$894.21	\$906.37
Family	8	\$316.63	\$1,376.57	\$1,388.73	\$344.18	\$1,436.35	\$1,448.51	\$394.18	\$1,386.35	\$1,398.51	\$444.18	\$1,336.35	\$1,348.51
HMO-IL Union													
EE	11	\$76.11	\$518.51	\$522.91	\$83.98	\$541.31	\$545.71	\$83.98	\$541.31	\$545.71	\$133.98	\$491.31	\$495.71
EE + 1 Child	2	\$209.08	\$972.19	\$984.35	\$227.69	\$1,014.50	\$1,026.66	\$227.69	\$1,014.50	\$1,026.66	\$277.69	\$964.50	\$976.66
EE+ Spouse	2	\$209.08	\$972.19	\$984.35	\$227.69	\$1,014.50	\$1,026.66	\$277.69	\$964.50	\$976.66	\$327.69	\$914.50	\$926.66
Family	7	\$323.09	\$1,404.66	\$1,416.82	\$351.20	\$1,465.66	\$1,477.82	\$401.20	\$1,415.66	\$1,427.82	\$451.20	\$1,365.66	\$1,377.82
HMO BA Non Union													
EE	108	\$40.70	\$501.95	\$506.35	\$46.39	\$524.25	\$528.65	\$46.39	\$524.25	\$528.65	\$96.39	\$474.25	\$478.65
EE + 1 Child	15	\$108.81	\$968.50	\$980.66	\$121.56	\$1,011.31	\$1,023.47	\$121.56	\$1,011.31	\$1,023.47	\$171.56	\$961.31	\$973.47
EE+ Spouse	45	\$108.81	\$968.50	\$980.66	\$121.56	\$1,011.31	\$1,023.47	\$171.56	\$961.31	\$973.47	\$221.56	\$911.31	\$923.47
Family	111	\$170.14	\$1,405.22	\$1,417.38	\$189.35	\$1,467.27	\$1,479.43	\$239.35	\$1,417.27	\$1,429.43	\$289.35	\$1,367.27	\$1,379.43
HMO BA Union	110	<b></b>	<b>*</b> 540.40	<b>*</b> 540.50	<b>*</b> 47.04	<b>*</b> 504.04	<b>\$500.04</b>	\$47.04	<b>*</b> 504.04	<b>\$500.04</b>	<b>\$07.04</b>	<b>\$</b> 404.04	<b>*</b> 400.04
	112	\$41.53	\$512.19	\$516.59	\$47.34	\$534.94	\$539.34	\$47.34	\$534.94	\$539.34	\$97.34	\$484.94	\$489.34
EE + 1 Child	24	\$111.03	\$988.26	\$1,000.42	\$124.04	\$1,031.94	\$1,044.10	\$124.04	\$1,031.94	\$1,044.10	\$174.04	\$981.94	\$994.10
EE+ Spouse	38	\$111.03	\$988.26	\$1,000.42	\$124.04	\$1,031.94	\$1,044.10	\$174.04	\$981.94	\$994.10	\$224.04	\$931.94	\$944.10
Family	147	\$173.61	\$1,433.91	\$1,446.07	\$193.22	\$1,497.20	\$1,509.36	\$243.22	\$1,447.20	\$1,459.36	\$293.22	\$1,397.20	\$1,409.36
Dental PPO & DHMO U	<u>Jnion</u>				Dental PPO Union & D	HMO Union/Non-Union							
Single	195	\$10.59	\$17.29		\$11.86	\$19.37		\$11.86	\$19.37		\$11.86	\$19.37	
Family	303	\$28.78	\$45.02		\$32.24	\$50.42		\$32.24	\$50.42		\$32.24	\$50.42	
Dental PPO & DHMO N	Non Union				Dental PPO Non Union								
Single	173	\$10.81	\$17.29		\$12.10	\$19.76		\$12.10	\$19.76		\$12.10	\$19.76	
Family	311	\$29.20	\$45.02		\$32.75	\$51.19		\$32.75	\$51.19		\$32.75	\$51.19	
Total Medica	al Premium	\$2,403.810.36	\$12,289,571.52		\$2,630,278.32	\$12,841,512.72							
	cent of Total	<u>42,403,010.30</u> 16.36%	83.64%		17.00%	83.00%							



## Resolution No.

Authorization to Establish Agency Fund 761 for State Real Estate Transfer Tax Collection & Disbursement

**Committee Flow:** Public Service Committee, Finance and Budget Committee, Executive Committee, County Board **Contact:** Sandy Wegman, 630.232.5949

## Budget Information:

Was this item budgeted? N/A	Appropriation Amount: N/A
If not budgeted, explain funding source:	

## Summary:

This resolution authorizes the creation of new Agency Fund 761 - State Real Estate Transfer Tax, to facilitate the collection and disbursement of non-County funds to the State of Illinois.

#### RESOLUTION NO.

### AUTHORIZATION TO ESTABLISH AGENCY FUND 761 FOR STATE REAL ESTATE TRANSFER TAX COLLECTION & DISBURSEMENT

WHEREAS, the State of Illinois is changing the method of collection and disbursement for the real estate transfer tax from a pre-pay method (purchasing credits in a tax stamp machine for disbursement) to a pay-as-you-go method (tax stamps are sold by the Recorder's Office and funds are then disbursed to the State); and

WHEREAS, the above change necessitates the creation of an Agency Fund to accommodate the collection and disbursement of the funds; and

WHEREAS, this change is beneficial for the County, as the current liability in the General Fund will be alleviated as the funds in the tax stamp machine are fully disbursed or refunded.

NOW, THEREFORE, BE IT RESOLVED that Agency Fund 761, State Real Estate Transfer Tax be created in the County's General Ledger for this purpose.

Passed by the Kane County Board on October 11, 2016.

John A. Cunningham Clerk, County Board Kane County, Illinois Christopher J. Lauzen Chairman, County Board Kane County, Illinois

Vote:

16-10 EST RE Tax Fund



## Resolution No.

Authorizing the Issuance and Delivery of Not to Exceed \$20,000,000 Multifamily Housing Revenue Notes, 2016 Series A AND B (Carroll Tower), for the Purpose of Making a Loan to Carroll Preservation, LLC, an [Illinois] Limited Liability Company, in Order to Finance a Portion of the Costs of Acquiring, Constructing, Rebuilding, Improving and Extending a Multifamily Housing Facility to be Located in the City of St. Charles, Illinois; Authorizing the Execution and Delivery of a Borrower Loan Agreement, a Funding Loan Agreement, a Tax Regulatory Agreement, and Various Other Documents and Instruments in Connection with the Foregoing; Authorizing the Terms and Issuance of the Notes; Repealing All Resolutions or Portions of Resolutions in Conflict with the Provisions of this Resolution; Providing for an Effective Date; and Concerning Related Matters.

**Committee Flow:** Finance and Budget Committee, Executive Committee, County Board **Contact:** Joseph Onzick, 630.208.5113

## Budget Information:

Was this item budgeted? N/A	Appropriation Amount: N/A	
If not budgeted, explain funding source:		

## Summary:

This resolution authorizes the remaining items in conjunction with the Carroll Towers Bond Issue.

STATE OF ILLINOIS

COUNTY OF KANE

#### RESOLUTION NO.

AUTHORIZING THE ISSUANCE AND DELIVERY OF NOT TO EXCEED \$20,000,000 MULTIFAMILY HOUSING REVENUE NOTES, 2016 SERIES A AND B (CARROLL TOWER), FOR THE PURPOSE OF MAKING A LOAN TO CARROLL PRESERVATION, LLC, AN [ILLINOIS] LIMITED LIABILITY COMPANY, IN ORDER TO FINANCE A PORTION OF THE COSTS OF ACQUIRING, CONSTRUCTING, REBUILDING, IMPROVING AND EXTENDING A MULTIFAMILY HOUSING FACILITY TO BE LOCATED IN THE CITY OF ST. CHARLES, ILLINOIS; AUTHORIZING THE EXECUTION AND DELIVERY OF A BORROWER LOAN AGREEMENT, A FUNDING LOAN AGREEMENT, A TAX REGULATORY AGREEMENT, AND VARIOUS OTHER DOCUMENTS AND INSTRUMENTS IN CONNECTION WITH THE FOREGOING; AUTHORIZING THE TERMS AND ISSUANCE OF THE NOTES; REPEALING ALL RESOLUTIONS OR PORTIONS OF RESOLUTIONS IN CONFLICT WITH THE PROVISIONS OF THIS RESOLUTION; PROVIDING FOR AN EFFECTIVE DATE; AND CONCERNING RELATED MATTERS.

WHEREAS, The County of Kane, Illinois (the "County"), acting as an "Authority," as that term is defined in the Industrial Building Revenue Bond Act, as amended, 50 ILCS 445/1 et seq. (the "Act"), is empowered to build, rebuild, acquire by gift or purchase, improve or extend an "industrial project" (as defined in the Act) (including a commercial project) within the physical boundaries of the County; and

WHEREAS, under the Act, the County is empowered to issue revenue bonds or notes to finance in whole or part the construction, rebuilding, acquisition, improvement or extension of an industrial project and to issue revenue bonds or notes to refund in whole or in part revenue bonds or notes previously issued under the authority of the Act; and

WHEREAS, under the Act, the term "industrial project" includes a capital project, comprised of one or more buildings and other structures, improvements, machinery and equipment, whether or not on the same site or sites now existing or hereafter acquired, suitable for use by any commercial enterprise; and

WHEREAS, under the Act, revenue bonds or notes issued solely for the foregoing purposes may be issued without submitting any proposition to the electorate at a referendum; and;

WHEREAS, Carroll Properties, Inc., an Illinois corporation, has requested that the County issue revenue bonds or notes in an amount not to exceed \$20,000,000 (the "Obligations") and loan the proceeds to Carroll Preservation, LLC, an [Illinois] limited liability company (the "Borrower") of which Carroll Properties, Inc. is the managing member, to finance the acquisition and rehabilitation of an existing multifamily residential rental project known as Carroll Tower located at 200 North Second Street, St. Charles, Illinois (the "Project"), within the physical boundaries of the County; and

WHEREAS, pursuant to the Act, the County has determined, and finds that it is proper, necessary and desirable, in order to provide adequate, decent, safe, sanitary and affordable housing to those residing within the physical boundaries of the County, to issue its Multifamily Housing Revenue Note, 2016 Series A (Carroll Tower) (the "Series 2016A Note") and its Multifamily Housing Revenue Note, 2016 Series B (Carroll Tower) (the "Series 2016B Note" and, together with the Series 2016A Note, the "Governmental Notes"), to finance a portion of the costs of acquiring,

constructing, rebuilding, improving and extending the Project; and

WHEREAS, the issuance of the Governmental Notes to finance a portion of the costs of acquiring, constructing, rebuilding, improving and extending the Project will comply with the requirements of the Act and will further the public purposes to be served by the issuance of bonds or notes under the Act; and

WHEREAS, it is estimated that the costs of acquiring, constructing, rebuilding, improving and extending the Project, including costs relating to the authorization, preparation and issuance of the Governmental Notes, will total not less than \$20,000,000; and

WHEREAS, pursuant to public notice published on July 18, 2016 in the Daily Herald, a newspaper published in the Village of Arlington Heights, Illinois, and of general circulation in and available to the residents of the City of St. Charles, Illinois, the municipality within which the Project will be located, and of general circulation within the County, a public hearing was held by the County Board of the County on Tuesday, August 9, 2016, beginning at 9:45 a.m. at the Kane County Government Center, Second Floor Board Room, 719 South Batavia Avenue, Building A, Geneva, Illinois, at which all interested persons were given the opportunity to express their views, either orally or in writing, with respect to the issuance of the Governmental Notes and the financing of the Project; and

WHEREAS, proof of publication of the notice, including a description of the Project and the financing, has been submitted to the County and ordered filed in the office of the County Clerk; and

WHEREAS, drafts of the following documents are now before and have been reviewed by the members of the County Board:

1. Form of Borrower Loan Agreement (the "Borrower Loan Agreement") between the County and the Borrower (attached as Exhibit A to this Note Resolution) pursuant to which the County will loan the proceeds of the Governmental Notes to the Borrower (the "Borrower Loan") to finance the costs of acquiring, constructing, rebuilding, improving and extending the Project and the Borrower will agree to pay to the County sufficient amounts at the times necessary to pay debt service on the Governmental Notes when due;

2. Form of Funding Loan Agreement (the "Funding Loan Agreement") between the County and Citibank, N.A., as funding lender (the "Funding Lender") (attached as Exhibit A to this Note Resolution), pursuant to which the Governmental Notes will be issued in order to evidence a loan from the Funding Lender to the County the proceeds of which will be loaned by the County to the Borrower pursuant to the Borrower Loan Agreement to finance the costs of acquiring, constructing, rebuilding, improving and extending the Project;

3. Form of the Governmental Notes (attached to the Funding Loan Agreement as Exhibit A);

4. Form of Tax Regulatory Agreement (the "Tax Regulatory Agreement") between the County and the Borrower imposing certain restrictions on the use and occupancy of the Project intended to ensure that the interest on the Governmental Notes will be excluded from the gross income of their owners for federal income tax purposes under the Internal Revenue Code of 1986, as amended (the "Code"); and

WHEREAS, the County Board deems it necessary and desirable to authorize the issuance

of the Governmental Notes to the Funding Lender and to authorize the execution and delivery of the Borrower Loan Agreement, the Funding Loan Agreement, the Governmental Notes, the Tax Regulatory Agreement, and any tax exemption certificates and agreements in order to provide for the issuance of and security for the Governmental Notes; and

WHEREAS, it is necessary for the County Board to authorize the execution and delivery of other certificates, documents, instruments and papers and the performance of acts necessary or convenient in connection with the issuance and delivery of the Governmental Notes and the implementation of this Note Resolution; and

WHEREAS, all agreements to be signed by the County will provide that the Governmental Notes do not evidence a debt of the County, will not constitute nor give rise to a general obligation of the County or be a charge against its general credit or taxing powers (if any) and that the Governmental Notes will be limited obligations of the County payable only from the revenues and receipts derived from the Borrower Loan Agreement and will be secured only by the pledge and assignment under the Funding Loan Agreement of such revenues and of the Borrower Notes (as defined in the Funding Loan Agreement) in the same principal amount as the aggregate principal amount of the Governmental Notes;

NOW, THEREFORE, BE IT RESOLVED by the County Board of The County of Kane, Illinois, as follows:

Section 1. Incorporation of Preambles. The preambles are incorporated into this Note Resolution by this reference and made a part of this Note Resolution.

Section 2. Findings and Determinations; Public Benefits. The County Board finds and determines: (a) based on the advice of its bond counsel, that the Project to be acquired, constructed, rebuilt, improved and extended with the proceeds of the Governmental Notes will be an "industrial project" under the Act; (b) that the acquisition, construction, rebuilding, improvement and extension of the Project will further the public purposes of the Act by providing adequate. decent, safe, sanitary and affordable housing to those residing within the County and thereby relieve conditions of unemployment and under-employment within the County, encourage the increase of commerce and industry and improve and promote the economic stability, development and welfare of the area within the County; (c) that the Borrower has properly submitted to the County its request for financial assistance in acquiring, constructing, rebuilding, improving and extending the Project; (d) based on representations of the Borrower, that the multifamily housing facilities to be financed with the proceeds of the Governmental Notes do not include any property used or to be used either for sectarian instruction or study or as a place for devotional activities or religious worship or in connection with any part of a program or a school or department of divinity for any religious denomination; and (e) that no member of the County Board, no officer of the County, and no managerial or supervisory employee of the County is now or was at any time on or after June 1, 2016, either an officer, director, employee or otherwise interested, either directly or indirectly, in his own name or in the name of any other person, association, trust or corporation in (1) the Borrower, or any parent or subsidiary corporation of any of the Borrower or any partnership which controls or is controlled by the Borrower, or (2) the loan evidenced by the Borrower Loan Agreement and the Borrower Notes, or (3) the Project or the contract or contracts for the acquisition, construction, rebuilding, improvement and extension of the Project.

Section 3. Authorization of Governmental Notes. In order to finance a portion of the costs of acquiring, constructing, rebuilding, improving and extending the Project, the County authorizes to be issued, sold and delivered in two series not more than \$20,000,000 aggregate principal amount

of Multifamily Housing Revenue Notes, 2016 Series A and B (Carroll Tower) of the County. The aggregate principal amount of the Governmental Notes (not to exceed the foregoing amount) shall be as provided in the Funding Loan Agreement as executed and delivered on behalf of the County. Any additional costs of the Project not paid from the proceeds of sale of the Governmental Notes will be paid by the Borrower.

Section 4. Terms of the Governmental Notes. The Governmental Notes shall be designated "Multifamily Housing Revenue Note, 2016 Series A (Carroll Tower)," and "Multifamily Housing Revenue Note, 2016 Series B (Carroll Tower)," respectively, and each shall be issuable as a fully-registered note, numbered R-1, payable to the registered owner of the Governmental Note. The Governmental Notes shall be dated the date of their issuance and delivery and shall bear interest from their date until payment of principal is made at a rate or rates not in excess of [8]% per year as shall be specified in the Funding Loan Agreement as executed and delivered on behalf of the County. Interest shall be payable on the regular interest payment dates specified in the Funding Loan Agreement as executed and delivered specified in the Funding Loan Agreement as executed and delivered on behalf of the County. Interest shall also be payable on each redemption date and at maturity.

The Governmental Notes shall mature on the dates in the amounts specified in the Funding Loan Agreement as executed and delivered on behalf of the County, subject to prior optional and mandatory redemption as provided in the Indenture.

Principal of, redemption premium, if any is provided for in the Funding Loan Agreement, and interest on the Governmental Notes shall be payable at the designated office of the Funding Lender or the Servicer (as defined in the Funding Loan Agreement) or their respective successors and assigns as provided in the Funding Loan Agreement.

The Governmental Notes shall be executed, shall have such redemption provisions, and shall be subject to such other terms and conditions as are set forth in the Funding Loan Agreement as executed and delivered on behalf of the County.

Section 5. Limited Obligations. The Governmental Notes and the interest and redemption premium (if any) on the Governmental Notes do not and shall never constitute a general obligation or an indebtedness of or a charge against the general credit or taxing powers (if any) of the County, but are limited obligations of the County payable only from revenues and other amounts derived from the Borrower Loan Agreement and secured only by the pledge and assignment to the Funding Lender under the Funding Loan Agreement of such revenues and of the Borrower Notes. Other revenues and assets of the County are not pledged or available to pay the Governmental Notes or the interest and redemption premium (if any) on the Governmental Notes. No holder of any Governmental Notes shall have the right to compel any exercise of the taxing power of the County to pay principal of the Governmental Notes, premium, if any, or the interest on the Governmental Notes. As provided in Section 9 of the Act, the Governmental Notes will be issued under the Act and do not and shall never evidence an indebtedness of the County or a loan of credit of the County extended to the Borrower within the meaning of any constitutional or statutory provision.

Section 6. Issuance of the Governmental Notes; Delivery. Issuance of the Governmental Notes to the Funding Lender at a price equal to their aggregate principal amount and upon the other terms and conditions set forth in the Funding Loan Agreement is authorized. The Chairman and Vice Chairman of the County Board are authorized and directed to execute and the County Clerk and any Deputy County Clerk are authorized and directed to attest and seal the Governmental Notes on behalf of the County and to deliver the Governmental Notes to the Funding Lender upon payment to the County by the Funding Lender of the purchase price for the

Governmental Notes in accordance with the terms of the Funding Loan Agreement.

Section 7. Agreements. In order to provide for the loan of the proceeds of the Governmental Notes to the Borrower to finance the acquisition, construction, rebuilding, improving and extension of the Project and the payment by the Borrower of an amount sufficient to pay the principal of, premium, if any, and interest on the Governmental Notes, the Chairman and Vice Chairman are authorized and directed to execute and the County Clerk and any Deputy County Clerk are authorized and directed to attest, seal and deliver, in the name and on behalf of the County, the Funding Loan Agreement and the Borrower Loan Agreement in substantially the forms submitted to the County Board, which are approved in all respects. The Funding Loan Agreement and the Borrower Loan Agreement. Their approval and the approval of the County Board of such insubstantial deviations shall be evidenced conclusively by their execution of the Agreement.

Section 8. Acceptance of Borrower Notes. In connection with the issuance of the Governmental Notes, the County accepts, as security for the Borrower Loan, the Borrower Notes.

Section 9. Form of the Governmental Notes. The form of the Governmental Notes as attached to the form of the Funding Loan Agreement submitted to the County Board is in all respects approved, subject to appropriate insertions and revisions in order to comply with the provisions of the Funding Loan Agreement as executed and delivered on behalf of the County and to reflect the final terms of the Governmental Notes.

Section 10. Financing Statements. To evidence the security interests created by the various documents contemplated in this Note Resolution, the Chairman, the Vice Chairman, the County Clerk and any Deputy County Clerk are each authorized and directed to deliver on behalf of the County, as debtor, a financing statement in which the Funding Lender is the secured party covering the Funding Loan Agreement (except for unassigned rights), the Borrower Notes, and all other and further rights and interests pledged and assigned to the Funding Lender under the Funding Loan Agreement.

Section 11. Tax Regulatory Agreement. In order to provide for certain restrictions on the use and occupancy of the Project intended to ensure that interest on the Governmental Notes will be excluded from the gross income of their owners for federal income taxes under the Code, the Chairman and Vice Chairman are authorized and directed to execute and acknowledge and the County Clerk and each Deputy County Clerk are each authorized and directed to attest, seal and deliver, in the name and on behalf of the County, the Tax Regulatory Agreement in substantially the form submitted to the County Board, which is approved in all respects. The Tax Regulatory Agreement as executed and delivered on behalf of the County may contain such insubstantial deviations from the form of the Tax Regulatory Agreement as submitted to the County Board as shall be approved by the officers executing the Tax Regulatory Agreement. Their approval and the approval of the County Board of such insubstantial deviations shall be evidenced conclusively by their execution of the Tax Regulatory Agreement.

Section 12. Arbitrage; Tax Exemption Certificates and Agreements. The County recognizes that the purchasers and owners from time to time of the Governmental Notes (including the Funding Lender) will have accepted them on, and paid a price which reflects, the understanding that interest on the Governmental Notes is exempt from Federal income taxation under laws in

force at the time the Governmental Notes shall have been delivered. In this connection, the Chairman, the Vice Chairman, the County Clerk and other appropriate officials of the County are authorized and directed to execute such certificates and make such representations as shall be necessary to establish that the Governmental Notes are not "arbitrage bonds" within the meaning of Section 148 of the Code, and any lawful regulations promulgated or proposed under that Section. The substance of such certificates shall be based on certifications and representations of the Borrower.

The Chairman and Vice Chairman are authorized and directed to execute and the County Clerk and any Deputy County Clerk are authorized and directed to attest, seal and deliver such other certificates and agreements as may be prepared by bond counsel for the Governmental Notes and as are necessary to establish that interest on the Governmental Notes is exempt from Federal income taxation.

The County covenants to and for the benefit of the owners of the Governmental Notes from time to time that, to the extent it has discretion with respect to or control over the matter, no use will be made of the proceeds of the issue and sale of the Governmental Notes or any other funds or accounts of the County which might be deemed to be available proceeds of the Governmental Notes pursuant to the provisions of Section 148 of the Code and the applicable regulations (proposed or promulgated) under which, if such use had been reasonably expected on the date of delivery of and payment for the Governmental Notes, the Governmental Notes would be classified as "arbitrage bonds" within the meaning of Section 148 of the Code. Pursuant to such covenant, the County will comply throughout the term of the issue of the Governmental Notes with the requirements of the Code and any applicable regulations promulgated under the Code. The County further covenants that it will neither take any action nor omit to take any action the taking or omission of which would render interest on the Governmental Notes subject to federal income taxation. Any certificate given under this section shall be considered a representation of the County under this Note Resolution.

Section 13. Arbitrage Rebate. The County recognizes that the provisions of Section 148 of the Code require a rebate of "excess arbitrage profits" to the United States of America in certain circumstances. The County covenants to make such rebate payments in accordance with the Code, if required, but only from moneys provided by the Borrower pursuant to the Borrower Loan Agreement.

Section 14. Registered Form. The County recognizes that Section 149 of the Code requires the Governmental Notes to be issued and to remain in fully registered form in order for the interest on them to be and remain exempt from federal income taxes. In this connection, the County agrees that it will not take any action to permit the Governmental Notes to be issued in, or converted into, bearer or coupon form.

Section 15. Approval of Governmental Notes. Pursuant to Section 147(f) of the Code, based on the minutes of the public hearing held by the County Board on August 9, 2016 and a copy of the publisher's affidavit evidencing publication of public notice of that public hearing, the County Board approves the Governmental Notes as the "applicable elected representative" of the County.

Section 16. General. The Chairman, the Vice Chairman, the County Clerk, any Deputy County Clerk, and the other officers and employees of the County are each authorized and directed, in the name and on behalf of the County, to execute any and all matters, and do any and all things deemed by them necessary or desirable in order to carry out the purposes of this Note Resolution (including the preambles), the acquisition, construction, rebuilding, improvement and

extension of the Project by the Borrower, the issuance and delivery of the Governmental Notes, and the securing of the Governmental Notes under and pursuant to the Funding Loan Agreement.

Section 17. Ratification of Proceedings. All proceedings, resolutions and actions of the County and the County's officers, employees and agents taken in connection with and in furtherance of the issuance and delivery of the Governmental Notes, the acquisition, construction, rebuilding, improvement and extension of the Project, the public hearing held on August 9, 2016, the notice of that public hearing, and the financing of the Project are ratified, confirmed and approved.

Section 18. Recording of Note Resolution. Immediately after its passage, this Note Resolution shall be recorded in a book kept by the County Clerk for the purpose.

Section 19. Severability. It is declared that all parts of this Note Resolution are severable and that if any section, paragraph, clause or provision of this Note Resolution shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of any such section, paragraph, clause or provision shall not affect the remaining provisions of this Note Resolution.

Section 20. Conflicting Ordinances, Etc. All ordinances, resolutions and regulations or parts thereof heretofore adopted or passed which are in conflict with any of the provisions of this Note Resolution are repealed, to the extent of such conflict.

Section 21. Effective Date. This Note Resolution shall become effective and shall be in full force immediately upon its adoption.

Passed by the Kane County Board on October 11, 2016.

John A. Cunningham Clerk, County Board Kane County, Illinois Christopher J. Lauzen Chairman, County Board Kane County, Illinois

Vote:

16-10 Carrol Tower Bonds

### **BORROWER LOAN AGREEMENT**

### Between

THE COUNTY OF KANE, ILLINOIS,

### as Governmental Lender,

and

### CARROLL TOWER PRESERVATION LLC,

as Borrower

Dated as of October 1, 2016

**Relating to:** 

### **\$[LOAN AMOUNT]**

### Funding Loan originated by CITIBANK, N.A., as Funding Lender

The interest of the Governmental Lender in this Borrower Loan Agreement (except for certain rights described herein) has been pledged and assigned to Citibank, N.A., as funding lender (the "Funding Lender"), under that certain Funding Loan Agreement, of even date herewith, by and between The County of Kane, Illinois (the "Governmental Lender") and the Funding Lender, under which the Funding Lender is originating a loan to the Governmental Lender the proceeds of which are to be used to fund the Borrower Loan made under this Borrower Loan Agreement.

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### **BORROWER LOAN AGREEMENT**

This BORROWER LOAN AGREEMENT (this "Borrower Loan Agreement") is entered into as of the first day of October 1, 2016, between THE COUNTY OF KANE, ILLINOIS a duly organized and existing county created under the laws of the State of Illinois (together with its successors and assigns, the "Governmental Lender") and CARROLL TOWER PRESERVATION LLC, an Illinois limited liability company (together with its successors and assigns, the "Borrower").

### WITNESSETH:

#### RECITALS

WHEREAS, the Governmental Lender is duly organized and existing under the provisions of the laws of the State of Illinois, and is now operating under and pursuant to the provisions of the Counties Code of the State of Illinois, 55 ILCS 5/1 *et seq.*, as amended; and

WHEREAS, the Governmental Lender, acting as an "Authority," as that term is defined in the Industrial Building Revenue Bond Act, as amended, 50 ILCS 445/1 *et* seq. (the "Act"), is empowered to build, rebuild, acquire by gift or purchase, improve or extend an "industrial project" (as defined in the Act) (including a commercial project) within the physical boundaries of the County; and

WHEREAS, under the Act, the term "industrial project" includes a capital project, comprised of one or more buildings and other structures, improvements, machinery and equipment, whether or not on the same site or sites now existing or hereafter acquired, suitable for use by any commercial enterprise, and includes rental residential developments located within the jurisdiction of the Governmental Lender and intended to be occupied in part by persons of low and moderate income; and

WHEREAS, under the Act, the Governmental Lender is authorized: (a) to issue revenue bonds or notes to finance in whole or part the construction, rebuilding, acquisition, improvement or extension of an industrial project; (b) to loan the proceeds of its revenue bonds or notes to any commercial enterprise for the purpose of acquiring, purchasing or constructing industrial projects; and (c) to pledge the revenues and receipts to be received by the Governmental Lender from or in connection with such loans, and to mortgage, pledge or grant security interests in such loans in order to secure the payment of the principal of, prepayment premium, if any, on and interest on such revenue bonds or notes; and

WHEREAS, the Borrower has applied to the Governmental Lender for a loan (the "Borrower Loan"), for the acquisition, construction, rebuilding, improving and extending of a 108-unit multifamily residential project located in the City of St. Charles, Kane County, Illinois, known or to be known as Carroll Tower (the "Project"); and

WHEREAS, the Borrower's repayment obligations under this Borrower Loan Agreement are evidenced by the Borrower Notes, as defined herein; and

WHEREAS, the Borrower has requested the Governmental Lender to enter into that certain Funding Loan Agreement, of even date herewith (the "Funding Loan Agreement"), between the

Governmental Lender and Citibank, N.A. (the "Funding Lender"), under which the Funding Lender will make a loan (the "Funding Loan") to the Governmental Lender, the proceeds of which will be loaned under this Borrower Loan Agreement to the Borrower to finance the acquisition, construction, rehabilitation, development, equipping and/or operation of the Project; and;

WHEREAS, the Borrower Loan is secured by, among other things, that certain Multifamily Mortgage, Assignment of Rents Security Agreement and Fixture Filing (as amended, restated and/or supplemented from time to time, the "Security Instrument"), of even date herewith and assigned to the Funding Lender to secure the Funding Loan, encumbering the Project, and will be advanced to Borrower pursuant to this Borrower Loan Agreement and the Construction Funding Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual representations, covenants and agreements herein contained, the parties hereto do hereby agree as follows:

### **ARTICLE I**

### **DEFINITIONS; PRINCIPLES OF CONSTRUCTION**

**Section 1.1 Specific Definitions.** For all purposes of this Borrower Loan Agreement, except as otherwise expressly provided or unless the context otherwise requires:

(a) Unless specifically defined herein, all capitalized terms shall have the meanings ascribed thereto in the Security Instrument or, if not defined in the Security Instrument, in the Funding Loan Agreement.

(b) All accounting terms not otherwise defined herein shall have the meanings assigned to them, and all computations herein provided for shall be made, in accordance with GAAP.

(c) All references in this instrument to designated "Articles," "Sections" and other subdivisions are to the designated Articles, Sections and subdivisions of this instrument as originally executed.

(d) All references in this instrument to a separate instrument are to such separate instrument as the same may be amended or supplemented from time to time pursuant to the applicable provisions thereof.

(e) Unless otherwise specified, (i) all references to sections and schedules are to those in this Borrower Loan Agreement, (ii) the words "hereof," "herein" and "hereunder" and words of similar import refer to this Borrower Loan Agreement as a whole and not to any particular provision, (iii) all definitions are equally applicable to the singular and plural forms of the terms defined and (iv) the word "including" means "including but not limited to."

**Section 1.2 Definitions**. The following terms, when used in this Borrower Loan Agreement (including when used in the above recitals), shall have the following meanings:

"Act" means the Industrial Building Revenue Bond Act of the State of Illinois, as amended, 50 ILCS 445/1 et seq.

"Act of Bankruptcy" shall mean the filing of a petition in bankruptcy (or any other commencement of a bankruptcy or similar proceeding) under any applicable bankruptcy, insolvency, reorganization, or similar law, now or hereafter in effect; provided that, in the case of an involuntary proceeding, such proceeding is not dismissed within ninety (90) days after the commencement thereof.

"ADA" shall have the meaning set forth in Section 4.1.38 hereof.

"Additional Borrower Payments" shall mean the payments payable pursuant to Section 2.5 (Additional Borrower Payments), Section 2.6 (Overdue Payments; Payments in Default), and Section 5.14 (Expenses) hereof, Section 3.3.3 of the Construction Funding Agreement (Borrower Loan in Balance), and Section 10 of the Borrower Notes (Prepayments).

"Agreement of Environmental Indemnification" shall mean the Agreement of Environmental Indemnification, of even date herewith, executed by the Borrower and Guarantor for the benefit of the Beneficiary Parties and any lawful holder, owner or pledgee of the Borrower Notes from time to time.

"Appraisal" shall mean an appraisal of the Project and Improvements, which appraisal shall be (i) performed by a qualified appraiser licensed in the State selected by Funding Lender, and (ii) satisfactory to Funding Lender (including, without limitation, as adjusted pursuant to any internal review thereof by Funding Lender) in all respects.

"Approved Developer Fee Schedule" shall have the meaning set forth in the Construction Funding Agreement.

"Architect" shall mean any licensed architect, space planner or design professional that Borrower may engage from time to time, with the approval of Funding Lender, to design any portion of the Improvements, including the preparation of the Plans and Specifications.

"Architect's Agreement" means any agreement that Borrower and any Architect from time to time may execute pursuant to which Borrower engages such Architect to design any portion of the Improvements, including the preparation of the Plans and Specifications, as approved by Funding Lender.

"Authorized Borrower Representative" shall mean a person at the time designated and authorized to act on behalf of the Borrower by a written certificate furnished to the Governmental Lender, the Funding Lender and the Servicer and containing the specimen signature of such person and signed on behalf of the Borrower by its Borrower Controlling Entity which certificate may designate one or more alternates.

"Bankruptcy Code" shall mean the United State Bankruptcy Reform Act of 1978, as amended from time to time, or any substitute or replacement legislation.

"Bankruptcy Event" shall have the meaning given to that term in the Security Instrument.

"Bankruptcy Proceeding" shall have the meaning set forth in Section 4.1.8 hereof.

"Beneficiary Parties" shall mean, collectively, the Funding Lender and the Governmental Lender.

"Borrower" shall have the meaning set forth in the recitals to this Borrower Loan Agreement.

"Borrower Affiliate" means, as to the Borrower, its Managing Member or the Guarantor, (i) any entity that directly or indirectly owns, controls, or holds with power to vote, 20 percent or more of the outstanding voting securities of Borrower, its Managing Member or the Guarantor, (ii) any corporation 20 percent or more of whose outstanding voting securities are directly or indirectly owned, controlled or held with power to vote by the Borrower, its Managing Member or the Guarantor, (iii) any partner, shareholder or, if a limited liability company, member of Borrower, its Managing Member or the Guarantor, or (iv) any other person that is related (to the third degree of consanguinity) by blood or marriage to the Borrower, its Managing Member or the Guarantor (to the extent any of the Borrower, its Managing Member or the Guarantor is a natural person).

"Borrower Controlling Entity" shall mean, if the Borrower is a partnership, any Managing Member or managing partner of the Borrower, or if the Borrower is a limited liability company, the manager or managing member of the Borrower, or if the Borrower is a not for profit corporation, the shareholders or members thereof.

"Borrower Deferred Equity" shall have the meaning set forth in the Construction Funding Agreement.

"Borrower Initial Equity" shall have the meaning set forth in the Construction Funding Agreement.

"Borrower Loan" shall mean the mortgage loan made by the Governmental Lender to the Borrower pursuant to this Borrower Loan Agreement, in the maximum principal amount of the Borrower Loan Amount, as evidenced by the Borrower Note.

"Borrower Loan Agreement" shall mean this Borrower Loan Agreement.

"Borrower Loan Amount" shall mean \$[LOAN AMOUNT], the original aggregate maximum principal amount of the Borrower Notes.

"Borrower Loan Documents" shall mean this Borrower Loan Agreement, the Construction Funding Agreement, the Borrower Notes, the Security Instrument, the Agreement of Environmental Indemnification, the Guaranty, the Replacement Reserve Agreement, the Contingency Draw-Down Agreement and all other documents or agreements evidencing or relating to the Borrower Loan.

"Borrower Loan Payment Date" shall mean (i) the date upon which regularly scheduled Borrower Loan Payments are due pursuant to the Borrower Notes, or (ii) any other date on which one of both of the Borrower Notes are prepaid or paid, whether at the scheduled maturity or upon the acceleration of the maturity thereof.

"Borrower Loan Payments" shall mean the monthly loan payments payable pursuant to the Borrower Notes.

"Borrower Loan Proceeds" shall mean proceeds of the Borrower Loan, to be disbursed in accordance with Section 2.10 of this Borrower Loan Agreement and the Construction Funding Agreement.

"Borrower Notes" shall mean, collectively, the Series A Borrower Note and the Series B Borrower Note, and "Borrower Note" shall mean one of such Notes.

"Borrower Payment Obligations" shall mean all payment obligations of the Borrower under the Borrower Loan Documents, including, but not limited to, the Borrower Loan Payments and the Additional Borrower Payments.

"Business Day" shall mean any day other than (i) a Saturday or Sunday, or (ii) a day on which federally insured depository institutions in New York, New York are authorized or obligated by law, regulation, governmental decree or executive order to be closed.

"Calendar Month" shall mean each of the twelve (12) calendar months of the year.

"CC&R's" shall mean any covenants, conditions, restrictions, maintenance agreements or reciprocal easement agreements affecting the Project or the Mortgaged Property.

"Closing Date" means October \_\_, 2016.

"Code" shall mean the Internal Revenue Code of 1986 as in effect on the Closing Date or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the Closing Date, together with applicable proposed, temporary and final regulations promulgated, and applicable official public guidance published, under the Code.

"Collateral" shall mean all collateral described in (i) this Borrower Loan Agreement (including, without limitation, all property in which the Governmental Lender and/or the Funding Lender is granted a security interest pursuant to any provision of this Borrower Loan Agreement), (ii) the Security Instrument, or (iii) any other Security Document, which Collateral shall include the Project, all of which collateral is pledged and assigned to Funding Lender under the Funding Loan Agreement to secure the Funding Loan.

"Completion" shall have the meaning set forth in Section 5.25.

"Completion Date" shall have the meaning set forth in the Construction Funding Agreement.

"Computation Date" shall have the meaning ascribed thereto in Section 1.148 3(e) of the Regulations.

"Condemnation" shall mean any action or proceeding or notice relating to any proposed or actual condemnation or other taking, or conveyance in lieu thereof, of all or any part of the Project, whether direct or indirect.

"Conditions to Conversion" shall have the meaning set forth in the Construction Funding Agreement.

"Construction Consultant" shall mean a third-party architect or engineer selected and retained by Funding Lender, at the cost and expense of Borrower, to monitor the progress of construction and/or rehabilitation of the Project and to inspect the Improvements to confirm compliance with this Borrower Loan Agreement.

"Construction Contract" shall mean any agreement that Borrower and any Contractor from time to time may execute pursuant to which Borrower engages the Contractor to construct any portion of the Improvements, as approved by Funding Lender.

"Construction Funding Agreement" means that certain Construction Funding Agreement of even date herewith, between the Funding Lender, as agent for the Governmental Lender, and Borrower, pursuant to which the Borrower Loan will be advanced by the Funding Lender (or the Servicer on its behalf), as agent of the Governmental Lender, to the Borrower and setting forth certain provisions relating to disbursement of the Borrower Loan during construction, insurance and other matters, as such agreement may be amended, modified, supplemented and replaced from time to time.

"Construction Schedule" shall mean a schedule of construction or rehabilitation progress with the anticipated commencement and completion dates of each phase of construction or rehabilitation, as the case may be, and the anticipated date and amounts of each Disbursement for the same, as approved by Funding Lender, as assignee of the Governmental Lender.

"Contingency Draw-Down Agreement" means the Contingency Draw-Down Agreement of even date herewith, between the Funding Lender and the Borrower relating to possible conversion of the Funding Loan from a draw down loan to a fully funded loan.

"Continuing Disclosure Agreement" shall mean that certain Continuing Disclosure Agreement of even date herewith, between the Borrower and the Funding Lender, pursuant to which the Borrower agrees to provide certain information with respect to the Project, the Borrower and the Funding Loan subsequent to the Closing Date, as amended, supplemented or restated from time to time.

"Contractor" shall mean any licensed general contractor or subcontractor that Borrower may directly engage from time to time, with the approval of Funding Lender, to construct and/or rehabilitate any portion of the Improvements.

"Contractual Obligation" shall mean, for any Person, any debt or equity security issued by that Person, and any indenture, mortgage, deed of trust, contract, undertaking, instrument or agreement (written or oral) to which such Person is a party or by which it is bound, or to which it or any of its assets is subject. "Conversion" shall mean Funding Lender's determination that the Conditions to Conversion have been satisfied in accordance with the provisions of this Borrower Loan Agreement and the Construction Funding Agreement.

"Conversion Date" shall mean the date to be designated by Funding Lender once the Conditions to Conversion have been satisfied, the determination of the Permanent Period Amount has been made and any loan balancing payments in accordance with Section 3.3 hereof and the Construction Funding Agreement have been made. The Conversion Date must occur no later than the Outside Conversion Date.

"Cost Breakdown" shall mean the schedule of costs for the Improvements, as set forth in the Construction Funding Agreement, as the same may be amended from time to time with Funding Lender's consent.

"Costs of Funding" shall mean the Governmental Lender's Closing Fee and the fees, costs, expenses and other charges incurred in connection with the funding of the Borrower Loan and the Funding Loan, the negotiation and preparation of this Borrower Loan Agreement and each of the other Borrower Loan Documents and Funding Loan Documents and shall include, but shall not be limited to, the following: (i) counsel fees (including but not limited to Bond Counsel, counsel to the Governmental Lender, Borrower's counsel, and Funding Lender's counsel); (ii) financial advisor fees incurred in connection with the closing of the Borrower Loan and the Funding Loan; (iii) certifying and authenticating agent fees and expenses related to funding of the Funding Loan; (iv) printing costs (for any preliminary and final offering materials relating to the Funding Loan); (v) any recording fees; (vi) any additional fees charged by the Governmental Lender; and (vii) costs incurred in connection with the required public notices generally and costs of the public hearing.

"Costs of Funding Deposit" shall mean the amount required to be deposited by the Borrower with the Title Services, Inc. to pay Costs of Funding in connection with the closing of the Borrower Loan and the Funding Loan on the Closing Date.

"Cost of Improvements" shall mean the costs for the Improvements, as set forth on the Cost Breakdown.

"County" shall mean Kane County, Illinois.

"Date of Disbursement" shall mean the date of a Disbursement.

"Day" or "Days" shall mean calendar days unless expressly stated to be Business Days.

"Debt" shall mean, as to any Person, any of such Person's liabilities, including all indebtedness (whether recourse and nonrecourse, short term and long term, direct and contingent), all committed and unfunded liabilities, and all unfunded liabilities, that would appear upon a balance sheet of such Person prepared in accordance with GAAP.

"Default Rate" shall have the meaning given to that term in the Borrower Notes.

"Determination of Taxability" shall mean (i) a determination by the Commissioner or any District Director of the Internal Revenue Service, (ii) a private ruling or Technical Advice Memorandum concerning the Governmental Lender Notes issued by the National Office of the Internal Revenue Service in which Governmental Lender and Borrower were afforded the opportunity to participate, (iii) a determination by any court of competent jurisdiction, (iv) the enactment of legislation or (v) receipt by the Funding Lender, at the request of the Governmental Lender, the Borrower or the Funding Lender, of an opinion of Bond Counsel, in each case to the effect that the interest on the Governmental Lender Notes is includable in gross income for federal income tax purposes of any holder or any former holder of all or a portion of the Governmental Lender Notes, other than a holder who is a "substantial user" of the Project or a "related person" (as such terms are defined in Section 147(a) of the Code); provided, however, that no such Determination of Taxability under clause (i) or (iii) shall be deemed to have occurred if the Governmental Lender (at the sole expense of the Borrower), the Funding Lender (at the sole expense of the Borrower) or the Borrower is contesting such determination, has elected to contest such determination in good faith and is proceeding with all applicable dispatch to prosecute such contest until the earliest of (a) a final determination from which no appeal may be taken with respect to such determination, (b) abandonment of such appeal by the Governmental Lender or the Borrower, as the case may be, or (c) one year from the date of initial determination.

"Developer Fee" shall have the meaning set forth in the Construction Funding Agreement.

"Disbursement" means a disbursement of Borrower Loan Proceeds and Other Borrower Moneys pursuant to this Borrower Loan Agreement.

"Engineer" shall mean any licensed civil, structural, mechanical, electrical, soils, environmental or other engineer that Borrower may engage from time to time, with the approval of Funding Lender, to perform any engineering services with respect to any portion of the Improvements.

"Engineer's Contract" shall mean any agreement that Borrower and any Engineer from time to time may execute pursuant to which Borrower engages such Engineer to perform any engineering services with respect to any portion of the Improvements, as approved by Funding Lender.

"Equipment" shall have the meaning given to the term "Personalty" in the Security Instrument.

"Equity Contributions" shall mean the equity to be contributed by the Equity Investor to Borrower, in accordance with and subject to the terms of the Operating Agreement.

"Equity Investor" shall mean Boston Capital Corporation, Boston, Massachusetts.

"ERISA" shall mean the Employment Retirement Income Security Act of 1974, as amended from time to time, and the rules and regulations promulgated thereunder.

"ERISA Affiliate" shall mean all members of a controlled group of corporations and all trades and business (whether or not incorporated) under common control and all other entities which, together with the Borrower, are treated as a single employer under any or all of Section 414(b), (c), (m) or (o) of the Code.

"Event of Default" shall mean any Event of Default set forth in Section 8.1 of this Borrower Loan Agreement. An Event of Default shall "exist" if a Potential Default shall have occurred and be continuing beyond any applicable cure period.

"Excess Revenues" shall have the meaning ascribed thereto in Section 2.2(e) hereof.

"Exchange Act" shall mean the Securities Exchange Act of 1934, as amended.

"Expenses of the Project" shall mean, for any period, the current expenses, paid or accrued, for the operation, maintenance and current repair of the Project, as calculated in accordance with GAAP, and shall include, without limiting the generality of the foregoing, salaries, wages, employee benefits, cost of materials and supplies, costs of routine repairs, renewals, replacements and alterations occurring in the usual course of business, costs and expenses properly designated as capital expenditures (e.g. repairs which would not be payable from amounts on deposit in a repair and replacement fund held pursuant to the Borrower Loan Documents), a management fee (however characterized) not to exceed the Underwritten Management Fee, costs of billings and collections, costs of insurance, and costs of audits. Expenses of the Project shall not include any payments, however characterized, on account of any subordinate financing in respect of the Project or other indebtedness, allowance for depreciation, amortization or other non-cash items, gains and losses or prepaid expenses not customarily prepaid.

"Extended Outside Conversion Date" shall have the meaning set forth in the Construction Funding Agreement.

"Fair Market Value" shall mean the price at which a willing buyer would purchase the investment from a willing seller in a bona fide, arm's length transaction (determined as of the date the contract to purchase or sell the investment becomes binding) if the investment is traded on an established securities market (within the meaning of Section 1273 of the Code) and, otherwise, the term "Fair Market Value" means the acquisition price in a bona fide arm's length transaction (as referenced above) if (i) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Code, (ii) the investment is an agreement with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other investment is a United States Treasury Security State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt, or (iv) the investment is an interest in any commingled investment fund in which the Governmental Lender and related parties do not own more than a ten percent (10%) beneficial interest therein if the return paid by the fund is without regard to the source of investment.

"Funding Lender" shall mean Citibank, N.A., a national banking association, in its capacity as lender under the Funding Loan.

"Funding Loan" means the Funding Loan in the original maximum principal amount of [LOAN AMOUNT] made by Funding Lender to Governmental Lender under the Funding Loan Agreement, the proceeds of which are used by the Governmental Lender to make the Borrower Loan.

"Funding Loan Agreement" means the Funding Loan Agreement, of even date herewith, between the Governmental Lender and the Funding Lender, as it may from time to time be supplemented, modified or amended by one or more amendments or other instruments supplemental thereto entered into pursuant to the applicable provisions thereof.

"Funding Loan Documents" shall have the meaning given to that term in the Funding Loan Agreement.

"GAAP" shall mean generally accepted accounting principles as in effect on the date of the application thereof and consistently applied throughout the periods covered by the applicable financial statements.

"Governmental Authority" shall mean (i) any state, county, municipality or political subdivision thereof, (ii) any governmental or quasi-governmental agency, authority, board, bureau, commission, department, instrumentality or public body, or (iii) any court, administrative tribunal or public utility, agency, commission, office or authority of any nature whatsoever for any governmental unit (federal, state, county, district, municipal, city or otherwise), now or hereafter in existence.

"Governmental Lender" shall have the meaning set forth in the recitals to this Borrower Loan Agreement.

"Governmental Lender Notes" shall mean collectively the Series A Governmental Lender Note and the Series B Governmental Lender Note, and "Governmental Lender Note" means one of such Governmental Lender Notes.

"Governmental Lender's Closing Fee" shall mean  $\_$ . The Governmental Lender's Closing Fee is payable to the Governmental Lender on the Closing Date pursuant to Section 2.3(c)(iii) hereof.

"Gross Income" shall mean all receipts, revenues, income and other moneys received or collected by or on behalf of Borrower and derived from the ownership or operation of the Project, if any, and all rights to receive the same, whether in the form of accounts, accounts receivable, contract rights or other rights, and the proceeds of such rights, and whether now owned or held or hereafter coming into existence and proceeds received upon the foreclosure sale of the Project. Gross Income shall not include loan proceeds, equity or capital contributions, or tenant security deposits being held by Borrower in accordance with applicable law.

"Gross Proceeds" shall mean, without duplication, the aggregate of:

(a) the net amount (after payment of all expenses of originating the Funding Loan) of Funding Loan proceeds received by the Governmental Lender as a result of the origination of the Funding Loan;

(b) all amounts received by the Governmental Lender as a result of the investment of the Funding Loan proceeds;

(c) any amounts held in any fund or account to the extent that the Governmental Lender reasonably expects to use the amounts in such fund to pay any portion of the Funding Loan; and

(d) any securities or obligations pledged by the Governmental Lender or by the Borrower as security for the payment of any portion of the Funding Loan.

"Guarantor" shall mean Robert C. King, or any other person or entity which may hereafter become a guarantor of any of the Borrower's obligations under the Borrower Loan.

"Guaranty" shall mean, collectively, (i) the Completion and Repayment Guaranty, of even date herewith, by Guarantor for the benefit of the Beneficiary Parties (as defined therein), and (ii) the Exceptions to Non-Recourse Guaranty, of even date herewith, by Guarantor for the benefit of the Beneficiary Parties (as defined therein).

"Improvements" shall mean the 108-unit multifamily residential project to be constructed or rehabilitated upon the Land and known or to be known as Carroll Tower, and all other buildings, structures, fixtures, wiring, systems, equipment and other improvements and personal property to be acquired, constructed, rebuilt, improved and extended at or on the Land in accordance with the Cost Breakdown and the Plans and Specifications.

"Indemnified Party" shall have the meaning set forth in Section 5.15 hereof.

"Installment Computation Date" shall mean any Computation Date other than the first Computation Date or the final Computation Date.

"Interest Rate" shall mean with respect to a Borrower Note the rate of interest accruing on such Borrower Note.

"Interim Phase Amount" shall mean \$[LOAN AMOUNT].

"Land" means the real property described on Exhibit A to the Security Instrument.

"Late Charge" shall mean the amount due and payable as a late charge on overdue payments under the Borrower Notes, as provided in Section 7 of each Borrower Note and Section 2.5 hereof.

"Legal Action" shall mean an action, suit, investigation, inquiry, proceeding or arbitration at law or in equity or before or by any foreign or domestic court, arbitrator or other Governmental Authority. "Legal Requirements" shall mean statutes, laws, rules, orders, regulations, ordinances, judgments, decrees and injunctions of Governmental Authorities affecting all or part of the Project or any property (including the Project) or the construction, rehabilitation, use, alteration or operation thereof, whether now or hereafter enacted and in force, and all permits, licenses and authorizations and regulations relating thereto, and all covenants, agreements, restrictions and encumbrances contained in any instrument, either of record or known to the Borrower, at any time in force affecting all or part of the Project, including any that may (i) require repairs, modifications or alterations in or to all or part of the Project, or (ii) in any way limit the use and enjoyment thereof.

"Liabilities" shall have the meaning set forth in Section 5.15 hereof.

"Licenses" shall have the meaning set forth in Section 4.1.22 hereof.

"Lien" shall mean any interest, or claim thereof, in the Project securing an obligation owed to, or a claim by, any Person other than the owner of the Project, whether such interest is based on common law, statute or contract, including the lien or security interest arising from a deed of trust, mortgage, deed to secure debt, assignment, encumbrance, pledge, security agreement, conditional sale or trust receipt or a lease, consignment or bailment for security purposes. The term "Lien" shall include reservations, exceptions, encroachments, easements, rights of way, covenants, conditions, restrictions, leases and other title exceptions and encumbrances affecting the Project.

"Management Agreement" shall mean the Management Agreement between the Borrower and the Manager, pursuant to which the Manager is to manage the Project, as same may be amended, restated, replaced, supplemented or otherwise modified from time to time.

"Manager" shall mean the management company to be employed by the Borrower and approved by the Funding Lender in accordance with the terms of the Security Instrument, this Borrower Loan Agreement or any of the other Borrower Loan Documents.

"Managing Member" shall mean, (i) Carroll Properties, Inc., an Illinois corporation, the initial managing member of the Borrower pursuant to the Operating Agreement, and/or (ii) any other Person that the members of the Borrower, with the prior written approval of the Funding Lender (or as otherwise permitted with the Funding Lender's approval pursuant to the Borrower Loan Documents), select to be a managing member of the Borrower.

"Material Adverse Change" means any set of circumstances or events which (a) has or could reasonably be expected to have any material adverse effect whatsoever upon the validity or enforceability of this Borrower Loan Agreement or any other Borrower Loan Document; (b) is or could reasonably be expected to be material and adverse to the business, properties, assets, financial condition, results of operations or prospects of the Borrower, Managing Member, Guarantor or the Mortgaged Property; (c) could reasonably be expected to impair materially the ability of the Borrower, Managing Member or Guarantor to duly and punctually pay or perform any of their respective obligations under any of the Borrower Loan Documents to which they are a party; or (d) impairs materially or could reasonably be expected to impair materially any rights of or benefits available to the Governmental Lender under this Borrower Loan Agreement or any other Borrower Loan Document, including, without limitation, the ability of Governmental Lender or, upon the assignment of the Borrower Loan to it, of the Funding Lender, to the extent permitted, to enforce its legal remedies pursuant to this Borrower Loan Agreement or any other Borrower Loan Document.

"Moody's" shall mean Moody's Investors Service, Inc., or its successor.

"Mortgaged Property" shall have the meaning given to that term in the Security Instrument.

"Net Operating Income" shall mean: (i) the Gross Income, less (ii) the Expenses of the Project.

"Nonpurpose Investment" shall mean any investment property (as defined in Section 148(b) of the Code) that is acquired with the Gross Proceeds of the Funding Loan and which is not acquired to carry out the governmental purpose of the Funding Loan.

"Operating Agreement" shall mean that certain [Amended and Restated Operating Agreement] of the Borrower dated as of \_\_\_\_\_\_, 2016, as the same may be amended, restated or modified in accordance with its terms.

"Other Borrower Moneys" shall mean monies of Borrower other than Borrower Loan Proceeds and includes, but is not limited to, Net Operating Income, the Borrower's Equity Contributions and any other funds contributed by or loaned to the Borrower for application to the Costs of the Improvements or other costs associated with the Project.

"Other Charges" shall mean all maintenance charges, impositions other than Taxes, and any other charges, including vault charges and license fees for the use of vaults, chutes and similar areas adjoining the Project, now or hereafter levied or assessed or imposed against the Project or any part thereof.

"Outside Conversion Date" shall have the meaning set forth in the Construction Funding Agreement.

"Patriot Act" shall mean the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT ACT) of 2001, as the same may be amended from time to time, and corresponding provisions of future laws.

"Patriot Act Offense" shall have the meaning set forth in Section 4.1.48 hereof.

"Permanent Period" shall mean the period of time from the Conversion Date to the Maturity Date (as defined in the Funding Loan Agreement).

"Permanent Period Amount" shall mean the principal amount of the Borrower Loan following the calculation provided for in the Construction Funding Agreement.

"Permitted Encumbrances" shall have the meaning given to that term in the Security Instrument.

"Permitted Lease" shall mean a lease and occupancy agreement pursuant to the form approved by Funding Lender, to a residential tenant in compliance with the Legal Requirements, providing for an initial term of not less than six (6) months nor more than two (2) years.

"Person" shall mean a natural person, a partnership, a joint venture, an unincorporated association, a limited liability company, a corporation, a trust, any other legal entity, or any Governmental Authority.

"Plan" shall mean (i) an employee benefit or other plan established or maintained by the Borrower or any ERISA Affiliate or to which the Borrower or any ERISA Affiliate makes or is obligated to make contributions and (ii) which is covered by Title IV of ERISA or Section 302 of ERISA or Section 412 of the Code.

"Plans and Specifications" shall mean the plans and specifications for the construction and/or rehabilitation, as the case may be, of the Project approved by Funding Lender.

"Potential Default" shall mean the occurrence of an event which, under this Borrower Loan Agreement or any other Borrower Loan Document, would, but for the giving of notice or passage of time, or both, be an Event of Default.

"Prepayment Premium" shall mean any premium payable by the Borrower pursuant to the Borrower Loan Documents in connection with a prepayment of the Borrower Note (including any prepayment premium as set forth in the related Borrower Note).

"Project" shall mean the Mortgaged Property (as defined in the Security Instrument) and Improvements thereon owned by the Borrower and encumbered by the Security Instrument, together with all rights pertaining to such real property and Improvements, as more particularly described in the Granting Clauses of the Security Instrument and referred to therein as the "Mortgaged Property."

"Project Agreements and Licenses" shall mean any and all Construction Contracts, Engineer's Contracts and Management Agreements, and all other rights, licenses, permits, franchises, authorizations, approvals and agreements relating to use, occupancy, operation or leasing of the Project or the Mortgaged Property.

"Provided Information" shall have the meaning set forth in Section 9.1.1 (a) hereof.

"Qualified Project Costs" shall mean costs paid with respect to the Project that meet each of the following requirements: (i) the costs are properly chargeable to capital account (or would be a so chargeable with a proper election by the Borrower or but for a proper election by the Borrower to deduct such costs) in accordance with general federal income tax principles and in accordance with Section 1.103-8(a)(1) of the Regulations, provided, however, that only such portion of the interest accrued during rehabilitation or construction of the Project (in the case of rehabilitation, with respect to vacated units only) shall be eligible to be a Qualified Project Cost as bears the same ratio to all such interest as the Qualified Project Costs bear to all costs of the

acquisition, construction, rebuilding, improvement and extension of the Project; and provided further that interest accruing after the date of completion of the Project shall not be a Qualified Project Cost; and provided still further that if any portion of the Project is being constructed or rehabilitated by a Borrower Affiliate (whether as general contractor or a subcontractor), Qualified Project Costs shall include only (A) the actual out of pocket costs incurred by such affiliate in constructing or rehabilitating the Project (or any portion thereof), (B) any reasonable fees for supervisory services actually rendered by such affiliate, and (C) any overhead expenses incurred by such affiliate which are directly attributable to the work performed on the Project, and shall not include, for example, intercompany profits resulting from members of an "affiliated group" (within the meaning of Section 1504 of the Code) participating in the rehabilitation or construction of the Project or payments received by such affiliate due to early completion of the Project (or any portion thereof); (ii) the costs are paid with respect to a qualified residential rental project or projects within the meaning of Section 142(d) of the Code, (iii) the costs are paid after the earlier of 60 days prior to May 10, 2016, being the date on which the Governmental Lender first declared its "official intent" to reimburse costs paid with respect to the Project (within the meaning of Section 1.150-2 of the Regulations) or the date of issue of the Funding Loan, and (iv) if the costs of the acquisition and construction or rehabilitation of the Project were previously paid and are to be reimbursed with proceeds of the Funding Loan such costs were (A) "preliminary expenditures" (within the meaning of Section 1.150-2(f)(2) of the Regulations) with respect to the Project (such as architectural, engineering and soil testing services) incurred before commencement of acquisition and construction or rehabilitation of the Project that do not exceed twenty percent (20%) of the issue price of the Funding Loan (as defined in Section 1.148-1 of the Regulations), or (B) were capital expenditures with respect to the Project that are reimbursed no later than 18 months after the later of the date the expenditure was paid or the date the Project is placed in service (but no later than three years after the expenditures is paid); provided, however, that (w) Costs of Funding shall not be deemed to be Qualified Project Costs; (x) fees, charges or profits (including, without limitation, developer fees) payable to the Borrower or a "related person" (within the meaning of Section 144(a)(3) of the Code) shall not be deemed to be Qualified Project Costs; (y) letter of credit fees and municipal bond insurance premiums which represent a transfer of credit risk shall be allocated between Qualified Project Costs and other costs and expenses to be paid from the proceeds of the Funding Loan; and (z) letter of credit fees and municipal bond insurance premiums which do not represent a transfer of credit risk (including, without limitation, letter of credit fees payable to a "related person" to the Borrower) shall not constitute Qualified Project Costs.

"Rebate Amount" shall mean, for any given period, the amount determined by the Rebate Analyst as required to be rebated or paid as a yield reduction payment to the United States of America with respect to the Funding Loan.

"Rebate Analyst" shall mean the rebate analyst selected by the Borrower prior to the Closing Date and acceptable to the Governmental Lender and the Funding Lender. The initial Rebate Analyst shall be \_\_\_\_\_\_.

"Rebate Analyst's Fee" shall mean the fee of the Rebate Analyst payable by the Borrower to the Rebate Analyst.

"Rebate Fund" shall mean the Rebate Fund created pursuant to Section 5.35 hereof.

"Regulations" shall mean with respect to the Code, the relevant U.S. Treasury regulations and proposed regulations thereunder or any relevant successor provision to such regulations and proposed regulations.

"Related Documents" shall mean, collectively, any agreement or other document (other than the Borrower Loan Documents) granting a security interest (including each agreement that is the subject of any Borrower Loan Document), the Operating Agreement, and any other agreement, instrument or other document (not constituting a Borrower Loan Document) relating to or executed in connection with the transactions contemplated by this Borrower Loan Agreement.

"Replacement Reserve Agreement" shall mean any Replacement Reserve Agreement between the Borrower and the Funding Lender, as the same may be amended, restated or supplemented from time to time.

"Replacement Reserve Fund Requirement" means Borrower's funding obligations from time to time under the Replacement Reserve Agreement.

"Retainage" shall have the meaning set forth in the Construction Funding Agreement.

"Review Fee" shall mean the three thousand dollar (\$3000) fee payable to Funding Lender in connection with the review of requests from the Borrower in connection with events requiring the consent and/or approval of the Funding Lender, including, but not limited to, subordinate financings and easements.

"Secondary Market Disclosure Document" shall have the meaning set forth in Section 9.1.2 hereof.

"Secondary Market Transaction" shall have the meaning set forth in Section 9.1.1 hereof.

"Securities" shall have the meaning set forth in Section 9.1.1 hereof.

"Securities Act" shall mean the Securities Act of 1933, as amended.

"Security Documents" shall mean the Security Instrument, the Replacement Reserve Agreement, the Collateral Agreements, the Collateral Assignments, this Borrower Loan Agreement, the Agreement of Environmental Indemnification, and such other security instruments that Funding Lender may reasonably request.

"Security Instrument" shall have the meaning set forth in the recitals to this Borrower Loan Agreement.

"Series A Borrower Note" shall mean that certain Multifamily Note (Fixed Rate) dated as of the Closing Date in the original maximum principal amount of \$\_\_\_\_\_ made by Borrower and payable to Governmental Lender, as endorsed and assigned to the Funding Lender, as it may be amended, supplemented or replaced from time to time.

"Series A Governmental Lender Note" shall mean that certain Kane County, Illinois, Multifamily Housing Revenue Note, 2016 Series A (Carroll Tower) dated the Closing Date in the original maximum principal amount of \$\_\_\_\_\_, made by the Governmental Lender and payable to the Funding Lender, as it may be amended, supplemented, or replaced from time to time.

"Series B Borrower Note" shall mean that certain Multifamily Note (Variable Rate) dated as of the Closing Date in the original maximum principal amount of \$\_\_\_\_\_ made by Borrower and payable to Governmental Lender, as endorsed and assigned to the Funding Lender, as it may be amended, supplemented or replaced from time to time.

"Series B Governmental Lender Note" shall mean that certain Kane County, Illinois, Multifamily Housing Revenue Note, 2016 Series B (Carroll Tower) dated the Closing Date in the original maximum principal amount of \$\_\_\_\_\_, made by the Governmental Lender and payable to the Funding Lender, as it may be amended, supplemented, or replaced from time to time.

"Servicer" shall mean the Servicer contracting with or appointed by the Funding Lender to service the Borrower Loan. The initial Servicer shall be Citibank, N.A.

"Servicing Agreement" shall mean any servicing agreement or master servicing agreement, between the Servicer and the Funding Lender relating to the servicing of the Borrower Loan and any amendments thereto or any replacement thereof.

"State" shall mean the State of Illinois.

"Substantial Completion Date" shall have the meaning set forth in the Construction Funding Agreement.

"Substantially Complete" or "Substantially Completed" shall have the meaning set forth in the Construction Funding Agreement.

"Bond Counsel" shall have the meaning set forth in the Funding Loan Agreement.

"Taxes" shall mean all real estate and personal property taxes, assessments, water rates or sewer rents, now or hereafter levied or assessed or imposed against all or part of the Project.

"Term" shall mean the term of this Borrower Loan Agreement pursuant to Section 10.14.

"Title Company" means Title Services, Inc.

"Title Insurance Policy" shall mean the mortgagee title insurance policy, in form acceptable to the Funding Lender, issued with respect to the Mortgaged Property and insuring the lien of the Security Instrument.

"Transfer" shall have the meaning given to that term in the Security Instrument.

"UCC" shall mean the Uniform Commercial Code as in effect in the State.

"Underwritten Management Fee" shall have the meaning set forth in the Construction Funding Agreement.

"Unit" shall mean a residential apartment unit within the Improvements.

"Written Consent" and "Written Notice" shall mean a written consent or notice signed by an Authorized Borrower Representative or an authorized representative of the Governmental Lender or the Funding Lender, as appropriate.

### **ARTICLE II**

### GENERAL

Section 2.1 Origination of Borrower Loan. In order to provide funds for the purposes provided herein, the Governmental Lender agrees that it will, in accordance with the Act, enter into the Funding Loan Agreement and accept the Funding Loan from the Funding Lender. The proceeds of the Funding Loan shall be advanced by the Funding Lender to the Borrower in accordance with the terms of the Construction Funding Agreement and this Borrower Loan Agreement.

The Governmental Lender hereby appoints the Funding Lender as its agent with full authority and power to act on its behalf to disburse the Borrower Loan for the account of the Governmental Lender, to take certain actions and exercise certain remedies with respect to the Borrower Loan, and for the other purposes set forth in this Borrower Loan Agreement and to do all other acts necessary or incidental to the performance and execution thereof. This appointment is coupled with an interest and is irrevocable except as expressly set forth herein. Accordingly, references to the rights of the Funding Lender to take actions under this Borrower Loan Agreement shall refer to Funding Lender in its role as agent of the Governmental Lender. The Funding Lender may designate Servicer to fulfill the rights and responsibilities granted by Governmental Lender to Funding Lender pursuant to this Section 2.1.

### Section 2.2 Security for the Funding Loan.

(a) As security for the Funding Loan, the Governmental Lender has pledged and assigned to the Funding Lender under and pursuant to the Funding Loan Agreement (a) the Borrower Notes and all of its right, title and interest in and to this Borrower Loan Agreement and the Borrower Loan Documents (except for the Unassigned Rights) and all revenues and receipts therefrom and the security therefor (including the Security Instrument) and (b) the amounts on deposit from time to time in any and all funds established under the Funding Loan Agreement. All revenues and assets pledged and assigned thereby shall immediately be subject to the lien of such pledge without any physical delivery thereof or any further act, except in the case of the Borrower Notes, which shall be delivered to the Funding Lender. The Borrower hereby acknowledges and consents to such assignment to the Funding Lender.

(b) With respect to the Unassigned Rights, subject to the limitations set forth in this Section 2.2, the Governmental Lender may:

(i) Tax Covenants. Seek specific performance of, and enforce, the tax covenants of the Funding Loan Agreement, the Regulatory Agreement, the Tax Certificate and the Borrower Loan Agreement, seek injunctive relief against acts which may be in violation of any of the tax covenants, and enforce the Borrower's obligation to pay amounts for credit to the Rebate Fund;

(ii) Regulatory Agreement. Seek specific performance of the obligations of the Borrower or any other owner of the Project under the Regulatory Agreement and injunctive relief against acts which may be in violation of the Regulatory Agreement or otherwise in accordance with the provisions of the Regulatory Agreement; provided, however, that the Governmental Lender may enforce any right it may have under the Regulatory Agreement for monetary damages only against Excess Revenues (defined below), if any, of the Borrower, unless Funding Lender otherwise specifically consents in writing to the use of other funds; and

(iii) Unassigned Rights. Take whatever action at law or in equity which appears necessary or desirable to enforce the other Unassigned Rights, provided, however, that the Governmental Lender or any person under its control may only enforce any right it may have for monetary damages against Excess Revenues, if any, of the Borrower, unless Funding Lender otherwise specifically consents in writing to the enforcement against other funds of the Borrower.

(c) In no event shall the Governmental Lender, except at the express written direction of the Funding Lender:

(i) prosecute its action to a lien on the Project; or

(ii) take any action which may have the effect, directly or indirectly, of impairing the ability of the Borrower to timely pay the principal of, interest on, or other amounts due under, the Borrower Loan or of causing the Borrower to file a petition seeking reorganization, arrangement, adjustment or composition of or in respect of the Borrower under any applicable liquidation, insolvency, bankruptcy, rehabilitation, composition, reorganization, conservation or other similar law in effect now or in the future; or

(iii) interfere with the exercise by Funding Lender or Servicer of any of their rights under the Borrower Loan Documents upon the occurrence of an event of default by the Borrower under the Borrower Loan Documents or the Funding Loan Documents; or

(iv) take any action to accelerate or otherwise enforce payment or seek other remedies with respect to the Borrower Loan or the Funding Loan.

(d) The Governmental Lender shall provide Written Notice to the Funding Lender and the Servicer immediately upon taking any action at law or in equity to exercise any remedy or direct any proceeding under the Borrower Loan Documents or the Funding Loan Documents. (e) As used in this Section 2.2, the term "Excess Revenues" means, for any period, the net cash flow of the Borrower available for distribution to shareholders, members or partners (as the case may be) for such period, after the payment of all interest expense, the amortization of all principal of all indebtedness coming due during such period (whether by maturity, mandatory sinking fund payment, acceleration or otherwise), the payment of all fees, costs and expenses on an occasional or recurring basis in connection with the Borrower Loan or the Funding Loan, the payment of all operating, overhead, ownership and other expenditures of the Borrower directly or indirectly in connection with the Project (whether any such expenditures are current, capital or extraordinary expenditures), and the setting aside of all reserves for taxes, insurance, water and sewer charges or other similar impositions, capital expenditures, repairs and replacements and all other amounts which the Borrower is required to set aside pursuant to agreement, but excluding depreciation and amortization of intangibles.

### Section 2.3 Loan; Borrower Note; Conditions to Closing.

(a) The Funding Loan shall be funded directly to the Borrower by the Funding Lender pursuant to the Construction Funding Agreement, in one or more installments not to exceed the Borrower Loan Amount in accordance with the disbursement procedures set forth in the Construction Funding Agreement. Upon funding of each installment of the Funding Loan, the Governmental Lender shall be deemed to have made the Borrower Loan to the Borrower in a like principal amount. The Borrower Loan advances and Funding Loan advances shall be allocated first to the Series A Borrower Note and the Series A Governmental Lender Note and, once the foregoing Notes have been fully funded, then to the Series B Borrower Note and the Series B Governmental Lender Note. The Borrower Loan shall mature and be payable at the times and in the amounts required under the terms hereof and of the Borrower Note. The proceeds of the Borrower Loan shall be used by the Borrower to pay costs of the acquisition, construction, rebuilding, improvement and extension of the Project. The Borrower hereby accepts the Borrower Loan and acknowledges that the Governmental Lender shall cause the Funding Lender to fund the Borrower Loan in the manner set forth herein and in the Funding Loan Agreement and the Construction Funding Agreement. The Governmental Lender acknowledges that the Borrower Loan shall be funded by the Funding Lender for the account of the Governmental Lender.

(b) The Borrower hereby accepts the Borrower Loan. As evidence of its obligation to repay the Borrower Loan, simultaneously with the delivery of this Borrower Loan Agreement to the Governmental Lender, the Borrower hereby agrees to execute and deliver the Borrower Notes. The Borrower Loan shall mature and be payable at the times and in the amounts required under the terms hereof and of the Borrower Notes.

(c) Closing of the Borrower Loan on the Closing Date shall be conditioned upon satisfaction or waiver by the Governmental Lender and the Funding Lender, in their sole discretion of each of the conditions precedent to closing set forth in the Funding Loan Agreement and this Borrower Loan Agreement, including but not limited to the following: (i) evidence of proper recordation of the Security Instrument, an assignment of the Security Instrument from the Governmental Lender to the Funding Lender, the Regulatory Agreement, and each of the other documents specified for recording in instructions delivered to the Title Company by counsel to the Funding Lender (or that such documents have been delivered to an authorized agent of the Title Company for recordation under binding recording instructions from Funding Lender's counsel or such other counsel as may be acceptable to the Funding Lender); and

(ii) delivery into escrow with the Title Company (or separate escrow company, if applicable) of all amounts required to be paid in connection with the origination of the Borrower Loan and the Funding Loan and any underlying real estate transfers or transactions, including the Costs of Funding Deposit and the Borrower Initial Equity, all as specified in written instructions delivered to the Title Company by counsel to the Funding Lender (or such other counsel as may be acceptable to the Funding Lender) and as specified in a closing memorandum of the Funding Lender; and

(iii) payment of all fees payable in connection with the closing of the Borrower Loan including the Governmental Lender's Closing Fee.

### Section 2.4 Borrower Loan Payments.

(a) The Borrower shall make Borrower Loan Payments in accordance with the Borrower Note. Each Borrower Loan Payment made by the Borrower shall be made in funds immediately available to the Funding Lender or the Servicer by 2:00 p.m., New York City time, on the Borrower Loan Payment Date. Each such payment shall be made to the Funding Lender or the Servicer by deposit to such account as the Funding Lender or Servicer, as applicable, may designate by Written Notice to the Borrower. Whenever any Borrower Loan Payment shall be stated to be due on a day that is not a Business Day, such payment shall be due on the first Business Day immediately thereafter. In addition, the Borrower shall make Borrower Loan Payments in accordance with the Borrower Notes in the amounts and at the times necessary to make all payments due and payable on the Funding Loan. All payments made by the Borrower hereunder or by the Borrower under the other Borrower Loan Documents, shall be made irrespective of, and without any deduction for, any set-offs or counterclaims, but such payment shall not constitute a waiver of any such set-offs or counterclaims.

(b) Unless there is no Servicer, payments of principal and interest on the Borrower Notes shall be paid to the Servicer. If there is no Servicer, payments of principal and interest on the Borrower Notes shall be paid directly to Funding Lender.

### Section 2.5 Additional Borrower Payments.

(a) The Borrower shall pay the following amounts:

(i) to the Servicer or the Funding Lender, the Rebate Amount then due, if any, to be deposited in the Rebate Fund as specified in Section 5.35 hereof

and the Rebate Analyst's Fee and any other costs incurred to calculate such Rebate Amount (to the extent such costs are not included in the Borrower Loan Payment);

(ii) to the Governmental Lender, the Ongoing Governmental Lender Fee and all fees, charges, costs, advances, indemnities and expenses, including agent and counsel fees, of the Governmental Lender incurred under the Borrower Loan Documents or the Funding Loan Documents, and any taxes and assessments with respect to the Project, as and when the same become due;

(iii) [Reserved];

(iv) all Costs of Funding and fees, charges and expenses, including agent and counsel fees incurred in connection with the origination of the Borrower Loan and the Funding Loan, as and when the same become due;

(v) to the Funding Lender, on demand, all charges, costs, advances, indemnities and expenses, including agent and counsel fees, of the Funding Lender incurred by the Funding Lender at any time in connection with the Borrower Loan, the Funding Loan or the Project, including, without limitation, any Review Fee, reasonable counsel fees and expenses incurred in connection with the interpretation, performance, or amendment and all counsel fees and expenses relating to the enforcement of the Borrower Loan Documents or the Funding Loan or in connection with questions or other matters arising under such documents or in connection with any federal or state tax audit; and

(vi) any Late Charge due and payable under the terms of the Borrower Note and Section 2.6 hereof; provided, however, that all payments made pursuant to this subsection (vi) shall be made to the Servicer, and if there is no Servicer, such payments shall be made to the Funding Lender.

(b) The Borrower shall pay to the party entitled thereto as expressly set forth in this Borrower Loan Agreement or the other Borrower Loan Documents or Funding Loan Documents:

(i) all expenses incurred in connection with the enforcement of any rights under this Borrower Loan Agreement or any other Borrower Loan Document, the Regulatory Agreement, or any Funding Loan Document by the Governmental Lender, Funding Lender or the Servicer;

(ii) all other payments of whatever nature that the Borrower has agreed to pay or assume under the provisions of this Borrower Loan Agreement or any other Borrower Loan Document or Funding Loan Document; and

(iii) all expenses, costs and fees relating to inspections of the Project required by the Governmental Lender, the Funding Lender, the Servicer or the Construction Consultant, in accordance with the Borrower Loan Documents or the Funding Loan Documents or to reimburse such parties for such expenses, costs and fees.

**Section 2.6** Overdue Payments; Payments in Default. If any Borrower Payment Obligation is not paid by or on behalf of the Borrower when due, the Borrower shall pay to the Servicer, a Late Charge in the amount and to the extent set forth in the Borrower Notes, if any.

Section 2.7 Calculation of Interest Payments and Deposits to Real Estate Related Reserve Funds. The Borrower acknowledges as follows: (a) calculation of all interest payments shall be made by the Funding Lender; (b) deposits with respect to the Taxes and Other Charges shall be calculated by the Servicer or if there is no Servicer, the Funding Lender in accordance with the Security Instrument; and (c) deposits with respect to any replacement reserve funds required by the Funding Lender shall be calculated by the Servicer in accordance with the Replacement Reserve Agreement. In the event and to the extent that the Servicer or the Funding Lender, pursuant to the terms hereof, shall determine at any time that there exists a deficiency in amounts previously owed but not paid with respect to deposits to such replacement reserve fund, such deficiency shall be immediately due and payable hereunder following Written Notice to the Borrower.

**Section 2.8 Grant of Security Interest; Application of Funds**. To the extent not inconsistent with the Security Instrument and as security for payment of the Borrower Payment Obligations and the performance by the Borrower of all other terms, conditions and provisions of the Borrower Loan Documents, the Borrower hereby pledges and assigns to the Funding Lender, and grants to the Funding Lender, a security interest in, all the Borrower's right, title and interest in and to all payments to or moneys held in the funds and accounts created and held by the Funding Lender or the Servicer for the Project. This Borrower Loan Agreement is, among other things, intended by the parties to be a security agreement for purposes of the UCC. Upon the occurrence and during the continuance of an Event of Default hereunder, the Funding Lender and the Servicer shall apply or cause to be applied any sums held by the Funding Lender and the Servicer with respect to the Project in any manner and in any order determined by Funding Lender's sole and absolute discretion.

Section 2.9 Marshalling; Payments Set Aside. The Governmental Lender and Funding Lender shall be under no obligation to marshal any assets in favor of Borrower or any other Person or against or in payment of any or all of the proceeds. To the extent that the Borrower makes a payment or payments or transfers any assets to the Governmental Lender or Funding Lender, or the Governmental Lender or Funding Lender enforces its liens, and such payment or payments or transfers, or the proceeds of such enforcement or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside or required to be repaid to a trustee, receiver or any other party in connection with any insolvency proceeding, or otherwise, then: (i) any and all obligations owed to the Governmental Lender or Funding Lender and any and all remedies available to the Governmental Lender or Funding Lender under the terms of the Borrower Loan Documents and the Funding Loan Documents or in law or equity against Borrower, Guarantor or Managing Member and/or any of their properties shall be automatically revived and reinstated to the extent (and only to the extent) of any recovery permitted under clause (ii) below; and (ii) the Governmental Lender and Funding Lender shall be entitled to recover (and shall be entitled to file a proof of claim to obtain such recovery in any

applicable bankruptcy, insolvency, receivership or fraudulent conveyance or fraudulent transfer proceeding) either: (x) the amount of payments or the value of the transfer or (y) if the transfer has been undone and the assets returned in whole or in part, the value of the consideration paid to or received by Borrower for the initial asset transfer, plus in each case any deferred interest from the date of the disgorgement to the date of distribution to the Governmental Lender or Funding Lender in any bankruptcy, insolvency, receivership or fraudulent conveyance or fraudulent transfer proceeding, and any costs and expenses due and owing, including, without limitation, any reasonable attorneys' fees incurred by the Governmental Lender or Funding Lender in connection with the exercise by the Governmental Lender or Funding Lender in this Section 2.9.

Section 2.10 Borrower Loan Disbursements. The Borrower Loan shall be disbursed by the Funding Lender to the Borrower, as Agent for the Governmental Lender, pursuant to the Construction Funding Agreement.

## **ARTICLE III**

### CONVERSION

Section 3.1 Conversion Date and Extension of Outside Conversion Date. Borrower shall satisfy each of the Conditions to Conversion and cause the Conversion Date to occur on or before the Outside Conversion Date (including the Extended Outside Conversion Date, if any), as further provided in the Construction Funding Agreement. The failure to satisfy each of the Conditions to Conversion on or before the Outside Conversion Date shall constitute an Event of Default under the Borrower Loan Documents.

### Section 3.2 Notice From Funding Lender; Funding Lender's Calculation Final.

(a) Following satisfaction of all of the Conditions to Conversion, Funding Lender shall deliver Written Notice to Borrower of: (i) the Conversion Date, (ii) the amount of the Permanent Period Amount, (iii) any required prepayment of the Borrower Notes (as described below in Section 3.3) and (iv) any amendments to the amortization schedule, as applicable.

(b) Funding Lender's calculation of the Permanent Period Amount and any amendments to the amortization of the Borrower Loan shall be, in the absence of manifest error, conclusive and binding on all parties.

### Section 3.3 Mandatory Prepayment of the Borrower Loan.

(a) As further provided in the Construction Funding Agreement, if and to the extent the Permanent Period Amount is less than the Interim Phase Amount, Funding Lender may in its sole discretion require Borrower to make a partial prepayment of the Borrower Loan in an amount equal to the difference between the Interim Phase Amount and the Permanent Period Amount, provided, however, that if the Permanent Period Amount is less than the Minimum Permanent Period Amount (as defined in the Construction Funding Agreement), then Funding Lender may in its sole discretion require Borrower to prepay the Borrower Loan in full.

(b) Any prepayment in full or in part of the Borrower Loan required pursuant to Section 3.3(a) above shall be subject to a prepayment premium under certain circumstances as more particularly set forth in the Borrower Notes.

**Section 3.4 Release of Remaining Loan Proceeds.** If and to the extent that the Permanent Period Amount is greater than the principal amount of the Borrower Loan which has previously been disbursed to Borrower, Funding Lender shall deliver Written Notice thereof to Borrower on or before the Conversion Date. Within ten (10) business days after delivery of such notice, but in no event later than the Outside Conversion Date, Funding Lender shall disburse Borrower Loan proceeds to Borrower so that the aggregate principal amount of the Borrower Loan disbursed equals the Permanent Period Amount. Amounts so disbursed shall be applied to pay or reimburse previously incurred Project Costs in accordance with the Funding Loan Agreement and this Borrower Loan Agreement. Any Borrower Loan proceeds previously disbursed to the Borrower in excess of the Permanent Period Amount shall be paid by Borrower to Funding Lender.

**Section 3.5** No Amendment. Nothing contained in this Article III shall be construed to amend, modify, alter, change or supersede the terms and provisions of the Borrower Notes, Security Instrument, the Construction Funding Agreement or any other Borrower Loan Document and, if there shall exist a conflict between the terms and provisions of this Article III and those of the Borrower Notes, the Security Instrument, the Construction Funding Agreement or other Borrower Loan Documents, then the terms and provisions of the Borrower Notes, the Security Instrument, the Construction Funding Agreement and other Borrower Notes, the Security Instrument, the Construction Funding Agreement and other Borrower Notes, the Security Instrument, the Construction Funding Agreement and other Borrower Loan Documents shall control, provided, however, that in the event of a conflict between the terms and provisions of this Article III and those of the Borrower's loan application with the Funding Lender, the terms and provisions of this Article III shall control.

**Section 3.6 Determinations by Funding Lender**. In any instance where the consent or approval of Funding Lender may be given or is required, or where any determination, judgment or decision is to be rendered by Funding Lender under this Article III, including in connection with the Construction Funding Agreement, the granting, withholding or denial of such consent or approval and the rendering of such determination, judgment or decision shall be made or exercised by the Funding Lender (or its designated representative), at its sole and exclusive option and in its sole and absolute discretion.

### **ARTICLE IV**

### **REPRESENTATIONS AND WARRANTIES**

**Section 4.1 Borrower Representations**. To induce the Governmental Lender and the Funding Lender to execute this Borrower Loan Agreement and to induce the Funding Lender to make Disbursements, Borrower represents and warrants for the benefit of the Governmental Lender, Funding Lender and the Servicer, that the representations and warranties set forth in this Section 4.1 are complete and accurate as of the Closing Date and will be complete and accurate, and deemed remade, as of the date of each Disbursement, as of the original Outside Conversion Date, as of the date of any extension thereof and as of the Conversion Date in accordance with the terms and conditions of the Borrower Notes. Subject to Section 4.2 hereof, the

representations, warranties and agreements set forth in this Section 4.1 shall survive the making of the Borrower Loan, and shall remain in effect and true and correct in all material respects until the Borrower Loan and all other Borrower Payment Obligations have been repaid in full:

**Section 4.1.1 Organization; Special Purpose.** The Borrower is in good standing under the laws of the State (and under the laws of the state in which the Borrower was formed if the Borrower was not formed under the laws of the State), has full legal right, power and authority to enter into the Borrower Loan Documents to which it is a party, and to carry out and consummate all transactions contemplated by the Borrower Loan Documents to which it is a party, and by proper corporate limited partnership or limited liability company action, as appropriate, has duly authorized the execution, delivery and performance of the Borrower Loan Documents to which it is a party. The Person(s) of the Borrower executing the Borrower Loan Documents and the Funding Loan Documents to which the Borrower is a party are fully authorized to execute the same. The Borrower Loan Documents and the Funding Loan Documents to which the Borrower is a party, have been duly authorized, executed and delivered by the Borrower. The sole business of the Borrower is the ownership, management and operation of the Project.

Section 4.1.2 Proceedings; Enforceability. Assuming due execution and delivery by the other parties thereto, the Borrower Loan Documents and the Funding Loan Documents to which the Borrower is a party will constitute the legal, valid and binding agreements of the Borrower enforceable against the Borrower in accordance with their terms; except in each case as enforcement may be limited by bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights generally, by the application of equitable principles regardless of whether enforcement is sought in a proceeding at law or in equity and by public policy.

The execution and delivery of the Borrower Loan Section 4.1.3 No Conflicts. Documents and the Funding Loan Documents to which the Borrower is a party, the consummation of the transactions herein and therein contemplated and the fulfillment of or compliance with the terms and conditions hereof and thereof, will not conflict with or constitute a violation or breach of or default (with due notice or the passage of time or both) under the Operating Agreement of the Borrower, or to the best knowledge of the Borrower and with respect to the Borrower, any applicable law or administrative rule or regulation, or any applicable court or administrative decree or order, or any mortgage, deed of trust, loan agreement, lease, contract or other agreement or instrument to which the Borrower is a party or by which it or its properties are otherwise subject or bound, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Borrower, which conflict, violation, breach, default, lien, charge or encumbrance might have consequences that would materially and adversely affect the consummation of the transactions contemplated by the Borrower Loan Documents and the Funding Loan Documents, or the financial condition, assets, properties or operations of the Borrower.

Section 4.1.4 Litigation; Adverse Facts. There is no Legal Action, nor is there a basis known to Borrower for any Legal Action, before or by any court or federal, state, municipal or other Governmental Authority, pending, or to the knowledge of the Borrower, after reasonable investigation, threatened, against or affecting the Borrower, the Managing Member or the Guarantor, or their respective assets, properties or operations which, if determined adversely to the Borrower or its interests, would have a material adverse effect upon the consummation of the

transactions contemplated by, or the validity of, the Borrower Loan Documents or the Funding Loan Documents, upon the ability of each of Borrower, Managing Member and Guarantor to perform their respective obligations under the Borrower Loan Documents, the Funding Loan Documents and the Related Documents to which it is a party, or upon the financial condition, assets (including the Project), properties or operations of the Borrower, the Managing Member or the Guarantor. None of the Borrower, Managing Member or Guarantor is in default (and no event has occurred and is continuing which with the giving of notice or the passage of time or both could constitute a default) with respect to any order or decree of any court or any order, regulation or demand of any federal, state, municipal or other Governmental Authority, which default might have consequences that would materially and adversely affect the consummation of the transactions contemplated by the Borrower Loan Documents and the Funding Loan Documents, the ability of each of Borrower, Managing Member and Guarantor to perform their respective obligations under the Borrower Loan Documents, the Funding Loan Documents and the Related Documents to which it is a party, or the financial condition, assets, properties or operations of the Borrower, Managing Member or Guarantor. None of Borrower, Managing Member or Guarantor are (a) in violation of any applicable law, which violation materially and adversely affects or may materially and adversely affect the business, operations, assets (including the Project), condition (financial or otherwise) or prospects of Borrower, Managing Member or Guarantor, as applicable; (b) subject to, or in default with respect to, any other Legal Requirement that would have a material adverse effect on the business, operations, assets (including the Project), condition (financial or otherwise) or prospects of Borrower, Managing Member or Guarantor, as applicable; or (c) in default with respect to any agreement to which Borrower, Managing Member or Guarantor, as applicable, are a party or by which they are bound, which default would have a material adverse effect on the business, operations, assets (including the Project), condition (financial or otherwise) or prospects of Borrower, Managing Member or Guarantor, as applicable; and (d) there is no Legal Action pending or, to the knowledge of Borrower, threatened against or affecting Borrower, Managing Member or Guarantor questioning the validity or the enforceability of this Borrower Loan Agreement or any of the other Borrower Loan Documents or the Funding Loan Documents or of any of the Related Documents. All tax returns (federal, state and local) required to be filed by or on behalf of the Borrower have been filed, and all taxes shown thereon to be due, including interest and penalties, except such, if any, as are being actively contested by the Borrower in good faith, have been paid or adequate reserves have been made for the payment thereof which reserves, if any, are reflected in the audited financial statements described therein. The Borrower enjoys the peaceful and undisturbed possession of all of the premises upon which it is operating its facilities.

Section 4.1.5 Agreements; Consents; Approvals. Except as contemplated by the Borrower Loan Documents and the Funding Loan Documents, the Borrower is not a party to any agreement or instrument or subject to any restriction that would materially adversely affect the Borrower, the Project, or the Borrower's business, properties, operations or financial condition or business prospects, except the Permitted Encumbrances. The Borrower is not in default in any material respect in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in any Permitted Encumbrance or any other agreement or instrument to which it is a party or by which it or the Project is bound.

No consent or approval of any trustee or holder of any indebtedness of the Borrower, and to the best knowledge of the Borrower and only with respect to the Borrower, no consent, permission, authorization, order or license of, or filing or registration with, any Governmental Authority (except no representation is made with respect to any state securities or "blue sky" laws) is necessary in connection with the execution and delivery of the Borrower Loan Documents or the Funding Loan Documents, or the consummation of any transaction herein or therein contemplated, or the fulfillment of or compliance with the terms and conditions hereof or thereof, except as have been obtained or made and as are in full force and effect.

**Section 4.1.6 Title.** The Borrower shall have marketable title to the Project, free and clear of all Liens except for Permitted Encumbrances. The Security Instrument, when properly recorded in the appropriate records, together with any UCC financing statements required to be filed in connection therewith, will create (i) a valid, perfected first priority lien on the fee (or leasehold, if applicable) interest in the Project and (ii) perfected security interests in and to, and perfected collateral assignments of, all personalty included in the Project (including the Leases), all in accordance with the terms thereof, in each case subject only to any applicable Permitted Encumbrances. To the Borrower's knowledge, there are no delinquent real property taxes or assessments, including water and sewer charges, with respect to the Project, nor are there any claims for payment for work, labor or materials affecting the Project which are or may become a Lien prior to, or of equal priority with, the Liens created by the Borrower Loan Documents and the Funding Loan Documents.

**Section 4.1.7 Survey**. To the best knowledge of the Borrower, the survey for the Project delivered to the Governmental Lender and the Funding Lender does not fail to reflect any material matter affecting the Project or the title thereto.

Section 4.1.8 No Bankruptcy Filing. The Borrower is not contemplating either the filing of a petition by it under any state or federal bankruptcy or insolvency law or the liquidation of all or a major portion of its property (a "Bankruptcy Proceeding"), and the Borrower has no knowledge of any Person contemplating the filing of any such petition against it. As of the Closing Date, the Borrower has the ability to pay its debts as they become due.

Section 4.1.9 Full and Accurate Disclosure. No statement of fact made by the Borrower in any Borrower Loan Document or any Funding Loan Document contains any untrue statement of a material fact or omits to state any material fact necessary to make statements contained therein in light of the circumstances in which they were made, not misleading. There is no material fact or circumstance presently known to the Borrower that has not been disclosed to the Governmental Lender and the Funding Lender which materially and adversely affects the Project or the business, operations or financial condition or business prospects of the Borrower or the Borrower's ability to meet its obligations under this Borrower Loan Agreement and the other Borrower Loan Documents and Funding Loan Documents to which it is a party in a timely manner.

Section 4.1.10 No Plan Assets. The Borrower is not an "employee benefit plan," as defined in Section 3(3) of ERISA, subject to Title I of ERISA, and none of the assets of the Borrower constitutes or will constitute "plan assets" of one or more such plans within the meaning of 29 C.F.R. Section 2510.3-101.

Section 4.1.11 Compliance. The Borrower, the Project and the use thereof will comply, to the extent required, in all material respects with all applicable Legal Requirements. The Borrower is not in default or violation of any order, writ, injunction, decree or demand of any Governmental Authority, the violation of which would materially adversely affect the financial condition or business prospects or the business of the Borrower. There has not been committed by the Borrower or any Borrower Affiliate involved with the operation or use of the Project any act or omission affording any Governmental Authority the right of forfeiture as against the Project or any part thereof or any moneys paid in performance of the Borrower's obligations under any Borrower Loan Document or any Funding Loan Documents.

Section 4.1.12 Contracts. All service, maintenance or repair contracts affecting the Project have been entered into at arm's length (except for such contracts between the Borrower and its affiliates or the affiliates of the Borrower Controlling Entity of the Borrower) in the ordinary course of the Borrower's business and provide for the payment of fees in amounts and upon terms comparable to existing market rates.

**Section 4.1.13 Financial Information.** All financial data, including any statements of cash flow and income and operating expense, that have been delivered to the Governmental Lender or the Funding Lender in respect of the Project by or on behalf of the Borrower, to the best knowledge of the Borrower, (i) are accurate and complete in all material respects, (ii) accurately represent the financial condition of the Project as of the date of such reports, and (iii) to the extent prepared by an independent certified public accounting firm, have been prepared in accordance with GAAP consistently applied throughout the periods covered, except as disclosed therein. Other than pursuant to or permitted by the Borrower Loan Documents or the Funding Loan Documents or the Borrower organizational documents, the Borrower has no contingent liabilities, unusual forward or long-term commitments or unrealized or anticipated losses from any unfavorable commitments. Since the date of such financial statements, there has been no materially adverse change in the financial condition, operations or business of the Borrower from that set forth in said financial statements.

Section 4.1.14 Condemnation. No Condemnation or other proceeding has been commenced or, to the Borrower's knowledge, is contemplated, threatened or pending with respect to all or part of the Project or for the relocation of roadways providing access to the Project.

Section 4.1.15 Federal Reserve Regulations. No part of the proceeds of the Borrower Loan will be used for the purpose of purchasing or acquiring any "margin stock" within the meaning of Regulation U of the Board of Governors of the Federal Reserve System or for any other purpose that would be inconsistent with such Regulation U or any other regulation of such Board of Governors, or for any purpose prohibited by Legal Requirements or any Borrower Loan Document or Funding Loan Document.

Section 4.1.16 Utilities and Public Access. To the best of the Borrower's knowledge, the Project is or will be served by water, sewer, sanitary sewer and storm drain facilities adequate to service it for its intended uses. All public utilities necessary or convenient to the full use and enjoyment of the Project are or will be located in the public right-of-way abutting the Project, and all such utilities are or will be connected so as to serve the Project without passing over other

property absent a valid easement. All roads necessary for the use of the Project for its current purpose have been or will be completed and dedicated to public use and accepted by all Governmental Authorities. Except for Permitted Encumbrances, the Project does not share ingress and egress through an easement or private road or share on-site or off-site recreational facilities and amenities that are not located on the Project and under the exclusive control of the Borrower, or where there is shared ingress and egress or amenities, there exists an easement or joint use and maintenance agreement under which (i) access to and use and enjoyment of the easement or private road and/or recreational facilities and amenities is perpetual, (ii) the number of parties sharing such easement and/or recreational facilities and amenities must be specified, (iii) the Borrower's responsibilities and share of expenses are specified, and (iv) the failure to pay any maintenance fee with respect to an easement will not result in a loss of usage of the easement.

Section 4.1.17 Not a Foreign Person. The Borrower is not a "foreign person" within the meaning of 1445(f)(3) of the Code.

Section 4.1.18 Separate Lots. Each parcel comprising the Land is a separate tax lot and is not a portion of any other tax lot that is not a part of the Land.

Section 4.1.19 Assessments. There are no pending or, to the Borrower's best knowledge, proposed special or other assessments for public improvements or otherwise affecting the Project, or any contemplated improvements to the Project that may result in such special or other assessments.

Section 4.1.20 Enforceability. The Borrower Loan Documents and the Funding Loan Documents are not subject to, and the Borrower has not asserted, any right of rescission, set-off, counterclaim or defense, including the defense of usury.

Section 4.1.21 Insurance. The Borrower has obtained the insurance required by this Borrower Loan Agreement, if applicable, and the Security Instrument and has delivered to the Servicer copies of insurance policies or certificates of insurance reflecting the insurance coverages, amounts and other requirements set forth in this Borrower Loan Agreement, if applicable, and the Security Instrument.

**Section 4.1.22 Use of Property; Licenses**. The Project will be used exclusively as a multifamily residential rental project and other appurtenant and related uses, which use is consistent with the zoning classification for the Project. All certifications, permits, licenses and approvals, including certificates of completion and occupancy permits required for the legal use or legal, nonconforming use, as applicable, occupancy and operation of the Project (collectively, the "Licenses") required at this time for the construction or rehabilitation, as appropriate, and equipping of the Project have been obtained. To the Borrower's knowledge, all Licenses obtained by the Borrower have been validly issued and are in full force and effect. The Borrower has no reason to believe that any of the Licenses required for the future use and occupancy of the Project and not heretofore obtained by the Borrower will not be obtained by the Borrower in the ordinary course following the Completion Date. No Licenses will terminate, or become void or voidable or terminable, upon any sale, transfer or other disposition of the Project, including any transfer pursuant to foreclosure sale under the Security Instrument or deed in lieu

of foreclosure thereunder. The Project does not violate any density or building setback requirements of the applicable zoning law except to the extent, if any, shown on the survey. No proceedings are, to the best of the Borrower's knowledge, pending or threatened that would result in a change of the zoning of the Project.

Section 4.1.23 Flood Zone. On the Closing Date, no structure within the Mortgaged Property lies or is located in an identifiable or designated Special Flood Hazard Area. Subsequent to the Closing Date, if the Mortgaged Property is determined to be in a Special Flood Hazard Area, Borrower will obtain appropriate flood insurance as required under the National Flood Insurance Act of 1968, Flood Disaster Protection Act of 1973, or the National Flood Insurance Reform Act of 1994 as amended or as required by the Servicer pursuant to its underwriting guidelines.

**Section 4.1.24 Physical Condition**. The Project, including all Improvements, parking facilities, systems, fixtures, Equipment and landscaping, are or, after completion of the construction, rehabilitation and/or repairs, as appropriate, will be in good and habitable condition in all material respects and in good order and repair in all material respects (reasonable wear and tear excepted). The Borrower has not received notice from any insurance company or bonding company of any defect or inadequacy in the Project, or any part thereof, which would adversely affect its insurability or cause the imposition of extraordinary premiums or charges thereon or any termination of any policy of insurance or bond. The physical configuration of the Project is not in material violation of the ADA, if required under applicable law.

Section 4.1.25 Encroachments. All of the Improvements included in determining the appraised value of the Project will lie wholly within the boundaries and building restriction lines of the Project, and no improvement on an adjoining property encroaches upon the Project, and no easement or other encumbrance upon the Project encroaches upon any of the Improvements, so as to affect the value or marketability of the Project, except those insured against by the Title Insurance Policy or disclosed in the survey of the Project as approved by the Servicer.

Section 4.1.26 State Law Requirements. The Borrower hereby represents, covenants and agrees to comply with the provisions of all applicable state laws relating to the Borrower Loan, the Funding Loan and the Project.

Section 4.1.27 Filing and Recording Taxes. All transfer taxes, deed stamps, intangible taxes or other amounts in the nature of transfer taxes required to be paid by any Person under applicable Legal Requirements in connection with the transfer of the Project to the Borrower have been paid. All mortgage, mortgage recording, stamp, intangible or other similar taxes required to be paid by any Person under applicable Legal Requirements in connection, stamp, intangible or other similar taxes required to be paid by any Person under applicable Legal Requirements in connection with the execution, delivery, recordation, filing, registration, perfection or enforcement of any of the Borrower Loan Documents and the Funding Loan Documents have been or will be paid.

Section 4.1.28 Investment Company Act. The Borrower is not (i) an "investment company" or a company "controlled" by an "investment company," within the meaning of the Investment Company Act of 1940, as amended; or (ii) a "holding company" or a "subsidiary company" of a "holding company" or an "affiliate" of either a "holding company" or a

"subsidiary company" within the meaning of the Public Utility Holding Company Act of 1935, as amended.

Section 4.1.29 Fraudulent Transfer. The Borrower has not accepted the Borrower Loan or entered into any Borrower Loan Document or Funding Loan Document with the actual intent to hinder, delay or defraud any creditor, and the Borrower has received reasonably equivalent value in exchange for its obligations under the Borrower Loan Documents and the Funding Loan Documents. Giving effect to the transactions contemplated by the Borrower Loan Documents and the Funding Loan Documents, the fair saleable value of the Borrower's assets exceeds and will, immediately following the execution and delivery of the Borrower Loan Documents and the Funding Loan Documents, exceed the Borrower's total liabilities, including subordinated, unliquidated, disputed or contingent liabilities. The fair saleable value of the Borrower's assets is and will, immediately following the execution and delivery of the Borrower Loan Documents and the Funding Loan Documents, be greater than the Borrower's probable liabilities, including the maximum amount of its contingent liabilities or its debts as such debts become absolute and matured. The Borrower's assets do not and, immediately following the execution and delivery of the Borrower Loan Documents and the Funding Loan Documents will not, constitute unreasonably small capital to carry out its business as conducted or as proposed to be conducted. The Borrower does not intend to, and does not believe that it will, incur debts and liabilities (including contingent liabilities and other commitments) beyond its ability to pay such debts as they mature (taking into account the timing and amounts to be payable on or in respect of obligations of the Borrower).

Section 4.1.30 Ownership of the Borrower. Except as set forth in the Operating Agreement of the Borrower, the Borrower has no obligation to any Person to purchase, repurchase or issue any ownership interest in the Borrower.

Section 4.1.31 Environmental Matters. To the best of Borrower's knowledge, the Project is not in violation of any Legal Requirement pertaining to or imposing liability or standards of conduct concerning environmental regulation, contamination or clean-up, and will comply with covenants and requirements relating to environmental hazards as set forth in the Security Instrument. The Borrower will execute and deliver the Agreement of Environmental Indemnification.

Section 4.1.32 Name; Principal Place of Business. Unless prior Written Notice is given to the Funding Lender, the Borrower does not use and will not use any trade name, and has not done and will not do business under any name other than its actual name set forth herein. The principal place of business of the Borrower is its primary address for notices as set forth in Section 10.1 hereof, and the Borrower has no other place of business, other than the Project and such principal place of business.

Section 4.1.33 Subordinated Debt. There is no secured or unsecured indebtedness with respect to the Project or any residual interest therein, other than Permitted Encumbrances and the permitted indebtedness described in Section 6.7 hereof, except an unsecured deferred developer fee not to exceed the amount permitted by Funding Lender as determined on the Closing Date.

Section 4.1.34 Filing of Taxes. The Borrower has filed (or has obtained effective extensions for filing) all federal, state and local tax returns required to be filed and has paid or made adequate provision for the payment of all federal, state and local taxes, charges and assessments, if any, payable by the Borrower.

Section 4.1.35 General Tax. All representations, warranties and certifications of the Borrower set forth in the Regulatory Agreement and the Tax Certificate are incorporated by reference herein and the Borrower will comply with such as if set forth herein.

Section 4.1.36 Approval of the Borrower Loan Documents and Funding Loan Documents. By its execution and delivery of this Borrower Loan Agreement, the Borrower approves the form and substance of the Borrower Loan Documents and the Funding Loan Documents, and agrees to carry out the responsibilities and duties specified in the Borrower Loan Documents and the Funding Loan Documents to be carried out by the Borrower. The Borrower acknowledges that (a) it understands the nature and structure of the transactions relating to the financing of the Project, (b) it is familiar with the provisions of all of the Borrower Loan Documents and the Funding Loan Documents and other documents and instruments relating to the financing, (c) it understands the risks inherent in such transactions, including without limitation the risk of loss of the Project, and (d) it has not relied on the Governmental Lender, the Funding Loan Documents or otherwise relied by the Borrower Loan Documents and the Funding Loan Documents or otherwise relied on the Governmental Lender, the Funding Loan Documents or otherwise relied on the Governmental Lender, the Funding Loan Documents or otherwise relied on the Governmental Lender, the Funding Loan Documents or otherwise relied on the Governmental Lender, the Funding Loan Documents or otherwise relied on the Governmental Lender, the Funding Loan Documents or otherwise relied on the Governmental Lender, the Funding Loan Documents or otherwise relied on the Governmental Lender, the Funding Loan Documents or otherwise relied on the Governmental Lender, the Funding Loan Documents or otherwise relied on the Governmental Lender, the Funding Loan Documents or otherwise relied on the Governmental Lender, the Funding Loan Documents or otherwise relied on the Governmental Lender, the Funding Loan Documents or otherwise relied on the Governmental Lender, the Funding Loan Documents or otherwise relied on the Governmental Lender, the Funding Loan Documents or otherwise relied on the Governmental Lender, the Funding L

Section 4.1.37 Funding Loan Agreement. The Borrower has read and accepts and agrees that it is bound by the Funding Loan Agreement and the Funding Loan Documents.

**Section 4.1.38 Americans with Disabilities Act.** The Project, as designed, will conform in all material respects with all applicable zoning, planning, building and environmental laws, ordinances and regulations of governmental authorities having jurisdiction over the Project, including, but not limited to, the Americans with Disabilities Act of 1990 ("ADA"), to the extent required (as evidenced by an architect's certificate to such effect).

Section 4.1.39 Requirements of Act, Code and Regulations. The Project satisfies all requirements of the Act, the Code and the Regulations applicable to the Project.

**Section 4.1.40 Regulatory Agreement**. The Project is, as of the date of origination of the Funding Loan, in compliance with all requirements of the Regulatory Agreement to the extent such requirements are applicable; and the Borrower intends to cause the residential units in the Project to be rented or available for rental on a basis which satisfies the requirements of the Regulatory Agreement, including all applicable requirements of the Act and the Code and the Regulations, and pursuant to leases which comply with all applicable laws.

Section 4.1.41 Intention to Hold Project. The Borrower intends to hold the Project for its own account and has no current plans, and has not entered into any agreement, to sell the Project or any part of it; and the Borrower intends to occupy the Project or cause the Project to be occupied and to operate it or cause it to be operated at all times during the term of this

Borrower Loan Agreement in compliance with the terms of this Borrower Loan Agreement and the Regulatory Agreement and does not know of any reason why the Project will not be so used by it in the absence of circumstances not now anticipated by it or totally beyond its control.

## Section 4.1.42 Concerning the Managing Member.

(a) Carroll Properties, Inc., the Managing Member of Borrower pursuant to the Operating Agreement, is an Illinois corporation that is duly organized and validly existing under the laws of the State of Illinois. The Managing Member has all requisite power and authority, rights and franchises to enter into and perform its obligations under the Borrower Loan Documents and the Funding Loan Documents to be executed by such Managing Member for its own account and on behalf of Borrower, as Managing Member of the Borrower, under this Borrower Loan Agreement and the other Borrower Loan Documents and the Funding Loan Documents.

(b) The Managing Member has made all filings (including, without limitation, all required filings related to the use of fictitious business names) and is in good standing in the State and in each other jurisdiction in which the character of the property it owns or the nature of the business it transacts makes such filings necessary or where the failure to make such filings could have a material adverse effect on the business, operations, assets, condition (financial or otherwise) or prospects of the Managing Member.

(c) The Managing Member is duly authorized to do business in the State.

(d) The execution, delivery and performance by Borrower of the Borrower Loan Documents and the Funding Loan Documents have been duly authorized by all necessary action of the Managing Member on behalf of Borrower, and by all necessary action on behalf of the Managing Member.

(e) The execution, delivery and performance by The Managing Member, on behalf of Borrower, of the Borrower Loan Documents and the Funding Loan Documents will not violate (i) the Managing Member's organizational documents; (ii) any other Legal Requirement affecting the Managing Member or any of its properties; or (iii) any agreement to which the Managing Member is bound or to which it is a party; and will not result in or require the creation (except as provided in or contemplated by this Borrower Loan Agreement) of any Lien upon any of such properties, any of the Collateral or any of the property or funds pledged or delivered to Funding Lender pursuant to the Security Documents.

Section 4.1.43 Government and Private Approvals. All governmental or regulatory orders, consents, permits, authorizations and approvals required for the construction, rehabilitation, use, occupancy and operation of the Improvements, that may be granted or denied in the discretion of any Governmental Authority, have been obtained and are in full force and effect (or, in the case of any of the foregoing that Borrower is not required to have as of the Closing Date, will be obtained), and will be maintained in full force and effect at all times during the construction or rehabilitation of the Improvements. All such orders, consents, permits, authorizations and approvals that may not be denied in the discretion of any Governmental

Authority shall be obtained prior to the commencement of any work for which such orders, consents, permits, authorizations or approvals are required, and, once obtained, such orders, consents, permits, authorizations and approvals will be maintained in full force and effect at all times during the construction or rehabilitation of the Improvements. Except as set forth in the preceding two sentences, no additional governmental or regulatory actions, filings or registrations with respect to the Improvements, and no approvals, authorizations or consents of any trustee or holder of any indebtedness or obligation of Borrower, are required for the due execution, delivery and performance by Borrower or the Managing Member of any of the Borrower or the Managing Member, as applicable. All required zoning approvals have been obtained, and the zoning of the Land for the Project is not conditional upon the happening of any further event.

**Section 4.1.44 Concerning The Guarantor.** The Borrower Loan Documents and the Funding Loan Documents to which the Guarantor is a party or a signatory executed simultaneously with this Borrower Loan Agreement have been duly executed and delivered by the Guarantor and are legally valid and binding obligations of the Guarantor, enforceable against the Guarantor in accordance with their terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general principles of equity.

Section 4.1.45 No Material Defaults. Except as previously disclosed to the Funding Lender in writing, there exists no material violation of or material default by the Borrower under, and, to the best knowledge of Borrower, no event has occurred which, upon the giving of notice or the passage of time, or both, would constitute a material default with respect to: (i) the terms of any instrument evidencing, securing or guaranteeing any indebtedness secured by the Project or any portion or interest thereof or therein; (ii) any lease or other agreement affecting the Project or to which Borrower is a party; (iii) any license, permit, statute, ordinance, law, judgment, order, writ, injunction, decree, rule or regulation of any Governmental Authority, or any determination or award of any arbitrator to which Borrower or the Project may be bound; or (iv) any mortgage, instrument, agreement or document by which Borrower or any of its respective properties is bound; in the case of any of the foregoing: (1) which involves any Borrower Loan Document or Funding Loan Document; (2) which involves the Project and is not adequately covered by insurance; (3) that might materially and adversely affect the ability of Borrower, the Managing Member or Guarantor or to perform any of its respective obligations under any of the Borrower Loan Documents or the Funding Loan Documents or any other material instrument, agreement or document to which it is a party; or (4) which might adversely affect the priority of the Liens created by this Borrower Loan Agreement or any of the Borrower Loan Documents or the Funding Loan Documents.

**Section 4.1.46 Payment of Taxes**. Except as previously disclosed to Funding Lender in writing: (i) all tax returns and reports of Borrower, the Managing Member and Guarantor required to be filed have been timely filed, and all taxes, assessments, fees and other governmental charges upon Borrower, the Managing Member and Guarantor, and upon their respective properties, assets, income and franchises, which are due and payable have been paid when due and payable; and (ii) Borrower knows of no proposed tax assessment against it or against the Managing Member or Guarantor that would be material to the condition (financial or

otherwise) of Borrower, the Managing Member or Guarantor, and neither Borrower nor the Managing Member have contracted with any Governmental Authority in connection with such taxes.

Section 4.1.47 Rights to Project Agreements and Licenses. Borrower is the legal and beneficial owner of all rights in and to the Plans and Specifications and all existing Project Agreements and Licenses, and will be the legal and beneficial owner of all rights in and to all future Project Agreements and Licenses. Borrower's interest in the Plans and Specifications and all Project Agreements and Licenses is not subject to any present claim (other than under the Borrower Loan Documents and the Funding Loan Documents or as otherwise approved by Funding Lender in its sole discretion), set-off or deduction other than in the ordinary course of business.

Section 4.1.48 Patriot Act Compliance. Borrower is not now, nor has ever been (i) listed on any Government Lists (as defined below), (ii) a person who has been determined by a Governmental Authority to be subject to the prohibitions contained in Presidential Executive Order No. 13224 (Sept. 23, 2001) or any other similar prohibitions contained in the rules and regulations of OFAC or in any enabling legislation or other Presidential Executive Orders in respect thereof, (iii) indicted for or convicted of any felony involving a crime or crimes of moral turpitude or for any Patriot Act Offense, or (iv) under investigation by any Governmental Authority for alleged criminal activity. For purposes hereof, the term "Patriot Act Offense" shall mean any violation of the criminal laws of the United States of America or of any of the several states, or that would be a criminal violation if committed within the jurisdiction of the United States of America or any of the several states, relating to terrorism or the laundering of monetary instruments, including any offense under (A) the criminal laws against terrorism; (B) the criminal laws against money laundering, (C) Bank Representative Secrecy Act, as amended, (D) the Money Laundering Control Act of 1986, as amended, or (E) the Patriot Act. "Patriot Act Offense" also includes the crimes of conspiracy to commit, or aiding and abetting another to commit, a Patriot Act Offense. For purposes hereof, the term "Government Lists" shall mean (1) the Specially Designated Nationals and Blocked Persons Lists maintained by the Office of Foreign Assets Control ("OFAC"), (2) any other list of terrorists, terrorist organizations or narcotics traffickers maintained pursuant to any of the Rules and Regulations of OFAC that Funding Lender notified Borrower in writing is now included in "Government Lists", or (3) any similar lists maintained by the United States Department of State, the United States Department of Commerce or any other Governmental Authority or pursuant to any Executive Order of the President of the United States of America that Funding Lender notified Borrower in writing is now included in "Government Lists".

Section 4.1.49 Rent Schedule. Borrower has prepared a prospective Unit absorption and rent collection schedule with respect to the Project substantially in the form attached as an exhibit to the Construction Funding Agreement, which schedule takes into account, among other relevant factors (i) a schedule of minimum monthly rentals for the Units, and (ii) any and all concessions including free rent periods, and on the basis of such schedule, Borrower believes it will collect rents with respect to the Project in amounts greater than or equal to debt service on the Borrower Loan. Section 4.1.50 Other Documents. Each of the representations and warranties of Borrower or the Managing Member contained in any of the other Borrower Loan Documents or the Funding Loan Documents or Related Documents is true and correct in all material respects (or, in the case of representations or warranties contained in any of the other Borrower Loan Documents or Funding Loan Documents or Related Documents that speak as of a particular date, were true and correct in all material respects as of such date). All of such representations and warranties are incorporated herein for the benefit of Funding Lender.

**Section 4.2** Survival of Representations and Covenants. All of the representations and warranties in Section 4.1 hereof and elsewhere in the Borrower Loan Documents (i) shall survive for so long as any portion of the Borrower Payment Obligations remains due and owing and (ii) shall be deemed to have been relied upon by the Governmental Lender and the Servicer notwithstanding any investigation heretofore or hereafter made by the Governmental Lender or the Servicer or on its or their behalf, provided, however, that the representations, warranties and covenants set forth in Section 4.1.31 hereof shall survive in perpetuity and shall not be subject to the exculpation provisions of Section 11.1 hereof.

## **ARTICLE V**

#### **AFFIRMATIVE COVENANTS**

During the term of this Borrower Loan Agreement, the Borrower hereby covenants and agrees with the Governmental Lender, the Funding Lender and the Servicer that:

**Section 5.1 Existence**. The Borrower shall (i) do or cause to be done all things necessary to preserve, renew and keep in full force and effect its existence and its material rights, and franchises, (ii) continue to engage in the business presently conducted by it, (iii) obtain and maintain all material Licenses, and (iv) qualify to do business and remain in good standing under the laws of the State.

**Section 5.2** Taxes and Other Charges. The Borrower shall pay all Taxes and Other Charges as the same become due and payable and prior to their becoming delinquent in accordance with the Security Instrument, except to the extent that the amount, validity or application thereof is being contested in good faith as permitted by the Security Instrument.

The Borrower covenants to pay all Taxes and Other Charges of any type or character charged to the Funding Lender affecting the amount available to the Funding Lender from payments to be received hereunder or in any way arising due to the transactions contemplated hereby (including taxes and Other Charges assessed or levied by any Governmental Authority of whatsoever character having power to levy taxes or assessments) but excluding franchise taxes based upon the capital and/or income of the Funding Lender and Taxes based upon or measured by the net income of the Funding Lender; provided, however, that the Borrower shall have the right to protest any such Taxes or Other Charges and to require the Funding Lender, at the Borrower's expense, to protest and contest any such taxes or Other Charges levied upon them and that the Borrower shall have the right to withhold payment of any such Taxes or Other Charges pending disposition of any such protest or contest unless such withholding, protest or contest would adversely affect the rights or interests of the Funding Lender. This obligation shall

remain valid and in effect notwithstanding repayment of the Borrower Loan hereunder or termination of this Borrower Loan Agreement.

Section 5.3 Repairs; Maintenance and Compliance; Physical Condition. The Borrower shall cause the Project to be maintained in a good, habitable and safe (so as to not threaten the health or safety of the Project's tenants or their invited guests) condition and repair (reasonable wear and tear excepted) as set forth in the Security Instrument and shall not remove, demolish or materially alter the Improvements or Equipment (except for removal of aging or obsolete equipment or furnishings in the normal course of business), except as provided in the Security Instrument.

**Section 5.4 Litigation.** The Borrower shall give prompt Written Notice to the Governmental Lender, the Funding Lender and the Servicer of any litigation, governmental proceedings or claims or investigations regarding an alleged actual violation of a Legal Requirement pending or, to the Borrower's knowledge, threatened against the Borrower which might materially adversely affect the Borrower's condition (financial or otherwise) or business or the Project.

**Section 5.5 Performance of Other Agreements.** The Borrower shall observe and perform in all material respects each and every term to be observed or performed by it pursuant to the terms of any agreement or instrument affecting or pertaining to the Project.

**Section 5.6** Notices. The Borrower shall promptly advise the Governmental Lender, the Funding Lender and the Servicer of (i) any Material Adverse Change in the Borrower's financial condition, assets, properties or operations other than general changes in the real estate market, (ii) any fact or circumstance affecting the Borrower or the Project that materially and adversely affects the Borrower's ability to meet its obligations hereunder or under any of the other Borrower Loan Document to which it is a party in a timely manner, or (iii) the occurrence of any Potential Default or Event of Default of which the Borrower has knowledge. If the Borrower becomes subject to federal or state securities law filing requirements, the Borrower shall cause to be delivered to the Governmental Lender, the Funding Lender and the Servicer any Securities and Exchange Commission or other public filings, if any, of the Borrower within two (2) Business Days of such filing.

Section 5.7 Cooperate in Legal Proceedings. The Borrower shall cooperate fully with the Governmental Lender, the Funding Lender and the Servicer with respect to, and permit the Governmental Lender, the Funding Lender and the Servicer at their option, to participate in, any proceedings before any Governmental Authority that may in any way affect the rights of the Governmental Lender, the Funding Lender and/or the Servicer under any Borrower Loan Document or Funding Loan Document.

**Section 5.8 Further Assurances**. The Borrower shall, at the Borrower's sole cost and expense (except as provided in Section 9.1 hereof), (i) furnish to the Servicer and the Funding Lender all instruments, documents, boundary surveys, footing or foundation surveys (to the extent that the Borrower's construction or renovation of the Project alters any existing building foundations or footprints), certificates, plans and specifications, appraisals, title and other insurance reports and agreements relating to the Project, reasonably requested by the Servicer or

the Funding Lender for the better and more efficient carrying out of the intents and purposes of the Borrower Loan Documents and the Funding Loan Documents; (ii) execute and deliver to the Servicer and the Funding Lender such documents, instruments, certificates, assignments and other writings, and do such other acts necessary or desirable, to evidence, preserve and/or protect the collateral at any time securing or intended to secure the Borrower Loan, as the Servicer and the Funding Lender may reasonably require from time to time; (iii) do and execute all and such further lawful and reasonable acts, conveyances and assurances for the better and more effective carrying out of the intents and purposes of the Borrower Loan Documents and the Funding Loan Documents, as the Servicer or the Funding Lender shall reasonably require from time to time; provided, however, with respect to clauses (i)-(iii) above, the Borrower shall not be required to do anything that has the effect of (A) changing the essential economic terms of the Borrower Loan or (B) imposing upon the Borrower greater personal liability under the Borrower Loan Documents and the Funding Loan Documents; and (iv) upon the Servicer's or the Funding Lender's request therefor given from time to time after the occurrence of any Potential Default or Event of Default for so long as such Potential Default or Event of Default, as applicable, is continuing pay for (a) reports of UCC, federal tax lien, state tax lien, judgment and pending litigation searches with respect to the Borrower and (b) searches of title to the Project, each such search to be conducted by search firms reasonably designated by the Servicer or the Funding Lender in each of the locations reasonably designated by the Servicer or the Funding Lender.

**Section 5.9 Delivery of Financial Information**. After notice to the Borrower of a Secondary Market Disclosure Document, the Borrower shall, concurrently with any delivery to the Funding Lender or the Servicer of the Provided Information, deliver copies of all financial information required under Article IX.

**Section 5.10 Environmental Matters**. So long as the Borrower owns or is in possession of the Project, the Borrower shall (a) keep the Project in compliance with all Hazardous Materials Laws (as defined in the Security Instrument), (b) promptly notify the Funding Lender and the Servicer if the Borrower shall become aware that any Hazardous Materials (as defined in the Security Instrument) are on or near the Project in violation of Hazardous Materials Laws, and (c) commence and thereafter diligently prosecute to completion all remedial work necessary with respect to the Project required under any Hazardous Material Laws, in each case as set forth in the Security Instrument or the Agreement of Environmental Indemnification.

Section 5.11 Governmental Lender's and Funding Lender's Fees. The Borrower covenants to pay the reasonable fees and expenses of the Governmental Lender (including the Ongoing Governmental Lender Fee) and the Funding Lender or any agents, attorneys, accountants, consultants selected by the Governmental Lender or the Funding Lender to act on its behalf in connection with this Borrower Loan Agreement and the other Borrower Loan Documents, the Regulatory Agreement and the Funding Loan Documents, including, without limitation, any and all reasonable expenses incurred in connection with the making of the Borrower Loan or in connection with any litigation which may at any time be instituted involving the Borrower Loan, this Borrower Loan Agreement, the other Borrower Loan Documents, the Regulatory Agreement and the Funding Loan Documents or any of the other documents contemplated thereby, or in connection with the reasonable supervision or inspection of the Borrower, its properties, assets or operations or otherwise in connection with the

administration of the foregoing. This obligation shall remain valid and in effect notwithstanding repayment of the Borrower Loan hereunder or termination of this Borrower Loan Agreement.

**Section 5.12 Estoppel Statement.** The Borrower shall furnish to the Funding Lender or the Servicer for the benefit of the Funding Lender or the Servicer within ten (10) days after request by the Funding Lender and the Servicer, with a statement, duly acknowledged and certified, setting forth, as applicable, with respect to each Borrower Note, (i) the unpaid principal of the Borrower Note, (ii) the applicable Interest Rate, (iii) the date installments of interest and/or principal were last paid, (iv) any offsets or defenses to the payment of the Borrower Payment Obligations, and (v) that the Borrower Loan Documents and the Funding Loan Documents to which the Borrower is a party are valid, legal and binding obligations of the Borrower and have not been modified or, if modified, giving particulars of such modification, and no Event of Default exists thereunder or specify any Event of Default that does exist thereunder. The Borrower shall use commercially reasonable efforts to furnish to the Funding Lender or the Servicer, within 30 days of a request by the Funding Lender or Servicer, tenant estoppel certificates from each commercial tenant at the Project in form and substance reasonably satisfactory to the Funding Lender and the Servicer; provided that the Funding Lender and the Servicer shall not make such requests more frequently than twice in any year.

Section 5.13 Defense of Actions. The Borrower shall appear in and defend any action or proceeding purporting to affect the security for this Borrower Loan Agreement hereunder or under the Borrower Loan Documents and the Funding Loan Documents, and shall pay, in the manner required by Section 2.4 hereof, all costs and expenses, including the cost of evidence of title and attorneys' fees, in any such action or proceeding in which Funding Lender may appear. If the Borrower fails to perform any of the covenants or agreements contained in this Borrower Loan Agreement or any other Borrower Loan Document, or if any action or proceeding is commenced that is not diligently defended by the Borrower which affects the Funding Lender's interest in the Project or any part thereof, including eminent domain, code enforcement or proceedings of any nature whatsoever under any Federal or state law, whether now existing or hereafter enacted or amended, then the Funding Lender may make such appearances, disburse such sums and take such action as the Funding Lender deems necessary or appropriate to protect its interests. Such actions include disbursement of attorneys' fees, entry upon the Project to make repairs or take other action to protect the security of the Project, and payment, purchase, contest or compromise of any encumbrance, charge or lien which in the judgment of Funding Lender appears to be prior or superior to the Borrower Loan Documents or the Funding Loan Documents. The Funding Lender shall have no obligation to do any of the above. The Funding Lender may take any such action without notice to or demand upon the Borrower. No such action shall release the Borrower from any obligation under this Borrower Loan Agreement or any of the other Borrower Loan Documents or Funding Loan Documents. In the event (i) that the Security Instrument is foreclosed in whole or in part or that any Borrower Loan Document is put into the hands of an attorney for collection, suit, action or foreclosure, or (ii) of the foreclosure of any mortgage, deed of trust or deed to secure debt prior to or subsequent to the Security Instrument or any Borrower Loan Document in which proceeding the Funding Lender is made a party or (iii) of the bankruptcy of the Borrower or an assignment by the Borrower for the benefit of its creditors, the Borrower shall be chargeable with and agrees to pay all costs of collection and defense, including actual attorneys' fees in connection therewith and in connection with any

appellate proceeding or post-judgment action involved therein, which shall be due and payable together with all required service or use taxes.

Section 5.14 Expenses. The Borrower shall pay all reasonable expenses incurred by the Governmental Lender, the Funding Lender and the Servicer (except as provided in Section 9.1 hereof) in connection with the Borrower Loan and the Funding Loan, including reasonable fees and expenses of the Governmental Lender's, the Funding Lender's and the Servicer's attorneys, environmental, engineering and other consultants, and fees, charges or taxes for the recording or filing of Borrower Loan Documents and the Funding Loan Documents. The Borrower shall pay or cause to be paid all reasonable expenses of the Governmental Lender, the Funding Lender and the Servicer (except as provided in Section 9.1 hereof) in connection with the issuance or administration of the Borrower Loan and the Funding Loan, including audit costs, inspection fees, settlement of condemnation and casualty awards, and premiums for title insurance and endorsements thereto. The Borrower shall pay all reasonable expenses (including without limitation reasonable attorney fees and costs) incurred by the Governmental Lender, the Funding Lender or the Servicer in connection with the defense of any audit examination by the Internal Revenue Service or other Governmental Authority of the tax-exempt status of the interest on the Governmental Lender Notes, and agrees to assume the defense of any such audit examination if requested to do so by the Governmental Lender. The Borrower shall, upon request, promptly reimburse the Governmental Lender, the Funding Lender and the Servicer for all reasonable amounts expended, advanced or incurred by the Governmental Lender, the Funding Lender and the Servicer to collect the Borrower Notes, or to enforce the rights of the Governmental Lender, the Funding Lender and the Servicer under this Borrower Loan Agreement or any other Borrower Loan Document, or to defend or assert the rights and claims of the Governmental Lender, the Funding Lender and the Servicer under the Borrower Loan Documents and the Funding Loan Documents arising out of an Event of Default or with respect to the Project (by litigation or other proceedings) arising out of an Event of Default, which amounts will include all court costs, attorneys' fees and expenses, fees of auditors and accountants, and investigation expenses as may be reasonably incurred by the Governmental Lender, the Funding Lender and the Servicer in connection with any such matters (whether or not litigation is instituted), together with interest at the Default Rate on each such amount from the Date of Disbursement until the date of reimbursement to the Governmental Lender, the Funding Lender and the Servicer, all of which shall constitute part of the Borrower Loan and the Funding Loan and shall be secured by the Borrower Loan Documents and the Funding Loan Documents. The obligations and liabilities of the Borrower under this Section 5.14 shall survive the Term of this Borrower Loan Agreement and the exercise by the Governmental Lender, the Funding Lender or the Servicer, as the case may be, of any of its respective rights or remedies under the Borrower Loan Documents and the Funding Loan Documents, including the acquisition of the Project by foreclosure or a conveyance in lieu of foreclosure. Notwithstanding the foregoing, the Borrower shall not be obligated to pay amounts incurred as a result of the gross negligence or willful misconduct of any other party, and any obligations of the Borrower to pay for environmental inspections or audits will be governed by Section 18(i) of the Security Instrument.

Section 5.15 Indemnity. In addition to its other obligations hereunder, and in addition to any and all rights of reimbursement, indemnification, subrogation and other rights of Governmental Lender or Funding Lender pursuant hereto and under law or equity, to the fullest

extent permitted by law, the Borrower agrees to indemnify, hold harmless and defend the Governmental Lender, the Funding Lender, the Servicer, the Beneficiary Parties, Citigroup, Inc. and each of their respective officers, directors, employees, attorneys and agents (each an "Indemnified Party"), against any and all losses, damages, claims, actions, liabilities, reasonable costs and expenses of any nature, kind or character (including, without limitation, reasonable attorneys' fees, litigation and court costs, amounts paid in settlement (to the extent that the Borrower has consented to such settlement) and amounts paid to discharge judgments) (hereinafter, the "Liabilities") to which the Indemnified Parties, or any of them, may become subject under federal or state securities laws or any other statutory law or at common law or otherwise, to the extent arising out of or based upon or in any way relating to:

(a) The Borrower Loan Documents and the Funding Loan Documents or the execution or amendment thereof or in connection with transactions contemplated thereby, including the sale, transfer or resale of the Borrower Loan or the Funding Loan, except with respect to any Secondary Market Disclosure Document (other than any Borrower's obligations under Article IX);

(b) Any act or omission of the Borrower or any of its agents, contractors, servants, employees or licensees in connection with the Borrower Loan, the Funding Loan or the Project, the operation of the Project, or the condition, environmental or otherwise, occupancy, use, possession, conduct or management of work done in or about, or from the planning, design, acquisition, construction, installation or rehabilitation of, the Project or any part thereof;

(c) Any lien (other than a Permitted Lien) or charge upon payments by the Borrower to the Governmental Lender or the Funding Lender hereunder, or any taxes (including, without limitation, all ad valorem taxes and sales taxes), assessments, impositions and Other Charges imposed on the Governmental Lender or the Funding Lender in respect of any portion of the Project;

(d) Any violation of any environmental law, rule or regulation with respect to, or the release of any toxic substance from, the Project or any part thereof during the period in which the Borrower is in possession or control of the Project;

(e) The enforcement of, or any action taken by the Governmental Lender or the Funding Lender related to remedies under, this Borrower Loan Agreement and the other Borrower Loan Documents and the Funding Loan Documents;

(f) [Reserved];

(g) Any untrue statement or misleading statement or alleged untrue statement or alleged misleading statement of a material fact by the Borrower made in the course of Borrower applying for the Borrower Loan or the Funding Loan or contained in any of the Borrower Loan Documents or Funding Loan Documents to which the Borrower is a party;

(h) Any Determination of Taxability;

(i) Any breach (or alleged breach) by Borrower of any representation, warranty or covenant made in or pursuant to this Borrower Loan Agreement or in connection with any written or oral representation, presentation, report, appraisal or other information given or delivered by Borrower, the Managing Member, Guarantor or their Affiliates to Governmental Lender, the Funding Lender, Servicer or any other Person in connection with Borrower's application for the Borrower Loan and the Funding Loan (including, without limitation, any breach or alleged breach by Borrower of any agreement with respect to the provision of any substitute credit enhancement);

(j) any failure (or alleged failure) by Borrower, the Funding Lender or Governmental Lender to comply with applicable federal and state laws and regulations pertaining to the making of the Borrower Loan and the Funding Loan;

(k) the Project, or the condition, occupancy, use, possession, conduct or management of, or work done in or about, or from the planning, design, acquisition, installation, construction or rehabilitation of, the Project or any part thereof; or

the use of the proceeds of the Borrower Loan and the Funding Loan, (1)except in the case of the foregoing indemnification of the Governmental Lender, the Funding Lender or the Servicer or any related Indemnified Party, to the extent such damages are caused by the gross negligence or willful misconduct of such Indemnified Party. Notwithstanding anything herein to the contrary, the Borrower's indemnification obligations to the parties specified in Section 9.1.4 hereof with respect to any securitization or Secondary Market Transaction described in Article IX hereof shall be limited to the indemnity set forth in Section 9.1.4 hereof. In the event that any action or proceeding is brought against any Indemnified Party with respect to which indemnity may be sought hereunder, the Borrower, upon written notice from the Indemnified Party (which notice shall be timely given so as not to materially impair the Borrower's right to defend), shall assume the investigation and defense thereof, including the employment of counsel reasonably approved by the Indemnified Party, and shall assume the payment of all expenses related thereto, with full power to litigate, compromise or settle the same in its sole discretion; provided that the Indemnified Party shall have the right to review and approve or disapprove any such compromise or settlement, which approval shall not be unreasonably withheld. Each Indemnified Party shall have the right to employ separate counsel in any such action or proceeding and to participate in the investigation and defense thereof. The Borrower shall pay the reasonable fees and expenses of such separate counsel; provided, however, that such Indemnified Party may only employ separate counsel at the expense of the Borrower if and only if in such Indemnified Party's good faith judgment (based on the advice of counsel) a conflict of interest exists or could arise by reason of common representation.

Notwithstanding any transfer of the Project to another owner in accordance with the provisions of this Borrower Loan Agreement and the Regulatory Agreement, the Borrower shall remain obligated to indemnify each Indemnified Party pursuant to this Section 5.15 if such subsequent owner fails to indemnify any party entitled to be indemnified hereunder, unless the Governmental Lender and the Funding Lender have consented to such transfer and to the assignment of the rights and obligations of the Borrower hereunder.

The rights of any persons to indemnity hereunder shall survive the final payment or defeasance of the Borrower Loan and the Funding Loan and in the case of the Servicer, any resignation or removal. The provisions of this Section 5.15 shall survive the termination of this Borrower Loan Agreement.

Section 5.16 No Warranty of Condition or Suitability by the Governmental Lender or Funding Lender. Neither the Governmental Lender nor the Funding Lender makes any warranty, either express or implied, as to the condition of the Project or that it will be suitable for the Borrower's purposes or needs.

Section 5.17 Right of Access to the Project. The Borrower agrees that the Governmental Lender, the Funding Lender, the Servicer and the Construction Consultant, and their duly authorized agents, attorneys, experts, engineers, accountants and representatives shall have the right, but no obligation at all reasonable times during business hours and upon reasonable notice, to enter onto the Land (a) to examine, test and inspect the Project without material interference or prejudice to the Borrower's operations and (b) to perform such work in and about the Project made necessary by reason of the Borrower's default under any of the provisions of this Borrower Loan Agreement. The Governmental Lender, the Funding Lender, the Servicer, and their duly authorized agents, attorneys, accountants and representatives shall also be permitted, without any obligation to do so, at all reasonable times and upon reasonable notice during business hours, to examine the books and records of the Borrower with respect to the Project.

**Section 5.18** Notice of Default. The Borrower will provide the Governmental Lender, the Funding Lender and the Servicer as soon as possible, and in any event not later than five (5) Business Days after the occurrence of any Potential Default or Event of Default with a statement of an Authorized Representative of Borrower describing the details of such Potential Default or Event of Default and any curative action Borrower proposes to take.

Section 5.19 Covenant with Governmental Lender and Funding Lender. The Borrower agrees that this Borrower Loan Agreement is executed and delivered in part to induce the purchase by others of the Governmental Lender Notes and, accordingly, all covenants and agreements of the Borrower contained in this Borrower Loan Agreement are hereby declared to be for the benefit of the Governmental Lender, the Funding Lender and any lawful owner, holder or pledgee of the Borrower Notes or the Governmental Lender Notes from time to time.

Section 5.20 Obligation of the Borrower to Construct or Rehabilitate the Project. The Borrower shall proceed with reasonable dispatch to construct or rehabilitate, as appropriate, and equip the Project. If the proceeds of the Borrower Loan, together with the Other Borrower Moneys, available to be disbursed to the Borrower are not sufficient to pay the costs of such construction or rehabilitation, as appropriate, and equipping, the Borrower shall pay such additional costs from its own funds. The Borrower shall not be entitled to any reimbursement from the Governmental Lender, the Funding Lender or the Servicer in respect of any such costs or to any diminution or abatement in the repayment of the Borrower Icoan. The Governmental Lender shall not be liable to the Borrower or any other person if for any reason the Project is not completed or if the proceeds of the Borrower Loan are insufficient to pay all costs of the Project. The Governmental Lender and the Funding Lender do not make any

representation or warranty, either express or implied, that moneys, if any, which will be made available to the Borrower will be sufficient to complete the Project, and the Governmental Lender and the Funding Lender shall not be liable to the Borrower or any other person if for any reason the Project is not completed.

Section 5.21 Maintenance of Insurance. Borrower will maintain the insurance required by the Security Instrument.

Section 5.22 Information; Statements and Reports. Borrower shall furnish or cause to be furnished to Funding Lender:

(a) Financial Statements; Rent Rolls. In the manner and to the extent required under the Security Instrument, such financial statements, expenses statements, rent rolls, reports and other financial documents and information as required by the Security Instrument and the other Borrower Loan Documents and Funding Loan Documents, in the form and within the time periods required therein;

(b) Managing Member. As soon as available and in any event within one hundred twenty (120) days after the end of each fiscal year of Managing Member, copies of the financial statements of Managing Member as of such date, prepared in substantially the form previously delivered to the Governmental Lender and Funding Lender and in a manner consistent therewith, or in such form (which may include a form prepared in accordance with GAAP) as Funding Lender may reasonably request;

(c) Leasing Reports. Prior to the Conversion Date, on a monthly basis (and in any event within fifteen (15) days after the end of each Calendar Month), a report of all efforts made by Borrower, if any, to lease all or any portion of the Project during such Calendar Month and on a cumulative basis since Project inception, which report shall be prepared and delivered by Borrower, shall be in form and substance satisfactory to Funding Lender, and shall, if requested by Funding Lender, be supported by copies of letters of intent, leases or occupancy agreements, as applicable;

(d) Audit Reports. Promptly upon receipt thereof, copies of all reports, if any, submitted to Borrower by independent public accountants in connection with each annual, interim or special audit of the financial statements of Borrower made by such accountants, including the comment letter submitted by such accountants to management in connection with their annual audit;

(e) Notices; Certificates or Communications. Immediately upon giving or receipt thereof, copies of any notices, certificates or other communications delivered at the Project or to Borrower or Managing Member naming Governmental Lender or Funding Lender as addressee or which could reasonably be deemed to affect the structural integrity of the Project or the ability of Borrower to perform its obligations under the Borrower Loan Documents and the Funding Loan Documents;

(f) Certification of Non-Foreign Status. Promptly upon request of Funding Lender from time to time, a Certification of Non-Foreign Status, executed on or after the date of such request by Funding Lender;

(g) Compliance Certificates. Together with each of the documents required pursuant to Section 5.22(a) hereof submitted by or on behalf of Borrower, a statement, in form and substance satisfactory to Funding Lender and certified by an Authorized Borrower Representative, to the effect that Borrower is in compliance with all covenants, terms and conditions applicable to Borrower, under or pursuant to the Borrower Loan Documents and the Funding Loan Documents and under or pursuant to any other Debt owing by Borrower to any Person, and disclosing any noncompliance therewith, and any Event of Default or Potential Default, and describing the status of Borrower's actions to correct such noncompliance, Event of Default or Potential Default, as applicable; and

(h) Other Items and Information. Such other information concerning the assets, business, financial condition, operations, property, prospects and results of operations of Borrower, Managing Member, Guarantor or the Project, as Funding Lender or Governmental Lender reasonably requests from time to time.

**Section 5.23 Additional Notices**. Borrower will, promptly after becoming aware thereof, give notice to Funding Lender and the Governmental Lender of:

(a) any Lien affecting the Project, or any part thereof, other than Liens expressly permitted under this Borrower Loan Agreement;

(b) any Legal Action which is instituted by or against Borrower, Managing Member or Guarantor, or any Legal Action which is threatened against Borrower, Managing Member or Guarantor which, in any case, if adversely determined, could have a material adverse effect upon the business, operations, properties, prospects, assets, management, ownership or condition (financial or otherwise) of Borrower, Managing Member, Guarantor or the Project;

(c) any Legal Action which constitutes an Event of Default or a Potential Default or a default under any other Contractual Obligation to which Borrower, Managing Member or Guarantor is a party or by or to which Borrower, Managing Member or Guarantor, or any of their respective properties or assets, may be bound or subject, which default would have a material adverse effect on the business, operations, assets (including the Project), condition (financial or otherwise) or prospects of Borrower, Managing Member or Guarantor, as applicable;

(d) any default, alleged default or potential default on the part of Borrower under any of the CC&R's (together with a copy of each notice of default, alleged default or potential default received from any other party thereto);

(e) any notice of default, alleged default or potential default on the part of Borrower received from any tenant or occupant of the Project under or relating to its lease or occupancy agreement (together with a copy of any such notice), if, in the aggregate, notices from at least fifteen percent (15%) of the tenants at the Project have been received by Borrower with respect to, or alleging, the same default, alleged default or potential default; (f) any change or contemplated change in (i) the location of Borrower's or Managing Member's executive headquarters or principal place of business; (ii) the legal, trade, or fictitious business names used by Borrower or Managing Member; or (iii) the nature of the trade or business of Borrower; and

(g) any default, alleged default or potential default on the part of any general or limited partner (including, without limitation, Managing Member and the Equity Investor) under the Operating Agreement.

## Section 5.24 Compliance with Other Agreements; Legal Requirements.

(a) Borrower shall timely perform and comply with, and shall cause Managing Member to timely perform and comply with the covenants, agreements, obligations and restrictions imposed on them under the Operating Agreement, and Borrower shall not do or permit to be done anything to impair any such party's rights or interests under any of the foregoing.

Borrower will comply and, to the extent it is able, will require others to (b)comply with, all Legal Requirements of all Governmental Authorities having jurisdiction over the Project or construction and/or rehabilitation of the Improvements, and will furnish Funding Lender with reports of any official searches for or notices of violation of any requirements established by such Governmental Authorities. Borrower will comply and, to the extent it is able, will require others to comply, with applicable CC&R's and all restrictive covenants and all obligations created by private contracts and leases which affect ownership, construction, rehabilitation, equipping, fixturing, use or operation of the Project, and all other agreements requiring a certain percentage of the Units to be rented to persons of low or moderate income. The Improvements, when completed, shall comply with all applicable building, zoning and other Legal Requirements, and will not violate any restrictions of record against the Project or the terms of any other lease of all or any portion of the Project. Funding Lender shall at all times have the right to audit, at Borrower's expense, Borrower's compliance with any agreement requiring a certain percentage of the Units to be rented to persons of low or moderate income, and Borrower shall supply all such information with respect thereto as Funding Lender may request and otherwise cooperate with Funding Lender in any such audit. Without limiting the generality of the foregoing, Borrower shall properly obtain, comply with and keep in effect (and promptly deliver copies to Funding Lender of) all permits, licenses and approvals which are required to be obtained from Governmental Authorities in order to construct, occupy, operate, market and lease the Project.

Section 5.25 Completion and Maintenance of Project. Borrower shall cause the construction or rehabilitation, as the case may be, of the Improvements, to be prosecuted with diligence and continuity and completed substantially in accordance with the Plans and Specifications, and in accordance with the Construction Funding Agreement, free and clear of any liens or claims for liens (but without prejudice to Borrower's rights of contest under Section 10.16 hereof) ("Completion") on or before the Completion Date. Borrower shall thereafter maintain the Project as a residential apartment complex in good order and condition, ordinary

wear and tear excepted. A maintenance program shall be in place at all times to assure the continuation of first class maintenance.

Section 5.26 Fixtures. Borrower shall deliver to Funding Lender, on demand, any contracts, bills of sale, statements, receipted vouchers or agreements under which Borrower or any other Person claims title to any materials, fixtures or articles incorporated into the Improvements.

Section 5.27 Income from Project. Borrower shall first apply all Gross Income to Expenses of the Project, including all amounts then required to be paid under the Borrower Loan Documents and the Funding Loan Documents and the funding of all sums necessary to meet the Replacement Reserve Fund Requirement, before using or applying such Gross Income for any other purpose. Prior to the Conversion Date, Borrower shall not make or permit any distributions or other payments of Net Operating Income to its partners, shareholders or members, as applicable, in each case, without the prior Written Consent of Funding Lender.

#### Section 5.28 Leases and Occupancy Agreements.

(a) <u>Lease Approval.</u>

(i) Borrower has submitted to Funding Lender, and Funding Lender has approved, Borrower's standard form of tenant lease for use in the Project. Borrower shall not materially modify that approved lease form without Funding Lender's prior Written Consent in each instance, which consent shall not be unreasonably withheld or delayed. Borrower may enter into leases of space within the Improvements (and amendments to such leases) in the ordinary course of business with bona fide third party tenants without Funding Lender's prior Written Consent if:

(A) The lease is a Permitted Lease, and is executed in the form attached as an exhibit to the Construction Funding Agreement without material modification;

(B) Borrower, acting in good faith following the exercise of due diligence, has determined that the tenant meets requirements imposed under any applicable CC&R and is financially capable of performing all of its obligations under the lease; and

(C) The lease conforms to the Rent Schedule attached as an exhibit to the Construction Funding Agreement and reflects an arm's-length transaction, subject to the requirement that the Borrower comply with any applicable CC&R.

(ii) If any Event of Default has occurred and is continuing, Funding Lender may make written demand on Borrower to submit all future leases for Funding Lender's approval prior to execution. Borrower shall comply with any such demand by Funding Lender. (iii) No approval of any lease by Funding Lender shall be for any purpose other than to protect Funding Lender's security for the Borrower Loan and to preserve Funding Lender's rights under the Borrower Loan Documents and the Funding Loan Documents. No approval by Funding Lender shall result in a waiver of any default of Borrower. In no event shall any approval by Funding Lender of a lease be a representation of any kind with regard to the lease or its enforceability, or the financial capacity of any tenant or guarantor.

(b) <u>Landlord's Obligations</u>. Borrower shall perform all obligations required to be performed by it as landlord under any lease affecting any part of the Project or any space within the Improvements.

(c) <u>Leasing and Marketing Agreements</u>. Except as may be contemplated in the Management Agreement with Borrower's Manager, Borrower shall not without the approval of Funding Lender enter into any leasing or marketing agreement and Funding Lender reserves the right to approve the qualifications of any marketing or leasing agent.

Section 5.29 Project Agreements and Licenses. To the extent not heretofore delivered to Funding Lender, Borrower will furnish to Funding Lender, as soon as available, true and correct copies of all Project Agreements and Licenses and the Plans and Specifications, together with assignments thereof to Funding Lender and consents to such assignments where required by Funding Lender, all in form and substance acceptable to Funding Lender. Neither Borrower nor Managing Member has assigned or granted, or will assign or grant, a security interest in any of the Project Agreements and Licenses, other than to Funding Lender.

Section 5.30 Payment of Debt Payments. In addition to its obligations under the Borrower Notes, Borrower will (i) duly and punctually pay or cause to be paid all principal of and interest on any Debt of Borrower as and when the same become due on or before the due date; (ii) comply with and perform all conditions, terms and obligations of other instruments or agreements evidencing or securing such Debt; (iii) promptly inform Funding Lender of any default, or anticipated default, under any such note, agreement, instrument; and (iv) forward to Funding Lender a copy of any notice of default or notice of any event that might result in default under any such note, agreement, instrument, including Liens encumbering the Project, or any portion thereof, which have been subordinated to the Security Instrument (regardless of whether or not permitted under this Borrower Loan Agreement).

**Section 5.31 ERISA**. Borrower will comply, and will cause each of its ERISA Affiliates to comply, in all respects with the provisions of ERISA.

Section 5.32 Patriot Act Compliance. Borrower shall use its good faith and commercially reasonable efforts to comply with the Patriot Act and all applicable requirements of Governmental Authorities having jurisdiction over Borrower and/or the Project, including those relating to money laundering and terrorism. Funding Lender shall have the right to audit Borrower's compliance with the Patriot Act and all applicable requirements of Governmental Authorities having jurisdiction over Borrower and/or the Project, including those relating to money laundering. In the event that Borrower fails to comply with the Patriot Act or any such requirements of Governmental Authorities, then Funding Lender may, at its option,

cause Borrower to comply therewith and any and all costs and expenses incurred by Funding Lender in connection therewith shall be secured by the Security Instrument and shall be immediately due and payable.

Borrower covenants that it shall comply with all Legal Requirements and internal requirements of Funding Lender relating to money laundering, anti-terrorism, trade embargos and economic sanctions, now or hereafter in effect. Without limiting the foregoing, Borrower shall not take any action, or permit any action to be taken, that would cause Borrower's representations and warranties in this Article V become untrue or inaccurate at any time during the term of the Funding Loan. Upon any Beneficiary Party's request from time to time during the term of the Funding Loan, Borrower shall certify in writing to such Beneficiary Party that Borrower's representations, warranties and obligations under this Article V remain true and correct and have not been breached, and in addition, upon request of any Beneficiary Party, Borrower covenants to provide all information required to satisfy obligations under all Legal Requirements and internal requirements of Funding Lender relating to money laundering, antiterrorism, trade embargos and economic sanctions, now or hereafter in effect, during the term of the Funding Loan. Borrower shall immediately notify the Funding Lender in writing of (a) Borrower's actual knowledge that any of such representations, warranties or covenants are no longer true and have been breached, (b) Borrower has a reasonable basis to believe that they may no longer be true and have been breached or (c) Borrower becomes the subject of an investigation by Governmental Authorities related to money laundering, anti-terrorism, trade embargos and economic sanctions. Borrower shall also reimburse Funding Lender for any expense incurred by Funding Lender in evaluating the effect of an investigation by Governmental Authorities on the Funding Loan and Funding Lender's interest in the collateral for the Funding Loan, in obtaining necessary license from Governmental Authorities as may be necessary for Funding Lender to enforce its rights under the Funding Loan Documents, and in complying with all Legal Requirements and internal requirements of Funding Lender relating to money laundering, anti-terrorism, trade embargos and economic sanctions, now or hereafter in effect applicable to Funding Lender as a result of the existence of such an event and for any penalties or fines imposed upon Funding Lender as a result thereof.

**Section 5.33 Funds from Equity Investor**. Borrower shall cause the Equity Investor to fund all installments of the Equity Contributions in the amounts and at the times subject and according to the terms of the Operating Agreement.

Section 5.34 Tax Covenants. The Borrower further represents, warrants and covenants as follows:

(a) <u>General</u>. The Borrower shall not take any action or omit to take any action which, if taken or omitted, respectively, would adversely affect the exclusion of interest on the Governmental Lender Notes from gross income (as defined in Section 61 of the Code), for federal income tax purposes and, if it should take or permit any such action, the Borrower will take all lawful actions that it can take to rescind such action promptly upon having knowledge thereof. The Borrower will take such action or actions, including amendment of this Borrower Loan Agreement, the Security Instrument and the Regulatory Agreement, as may be necessary, in the opinion of Bond Counsel, to comply fully with all applicable rules, rulings, policies, procedures, regulations or other official

statements promulgated or proposed by the Department of the Treasury or the Internal Revenue Service applicable to the Governmental Lender Notes, the Funding Loan or affecting the Project. Capitalized terms used in this Section 5.34 shall have the respective meanings assigned to them in the Regulatory Agreement or, if not defined therein, in the Funding Loan Agreement. With the intent not to limit the generality of the foregoing, the Borrower covenants and agrees that, prior to the final maturity of the Governmental Lender Notes, unless it has received and filed with the Governmental Lender and the Funding Lender a Bond Counsel No Adverse Effect Opinion (other than with respect to interest on any portion of the Governmental Lender Notes for a period during which such portion of the Governmental Lender Notes is held by a "substantial user" of any facility financed with the proceeds of the Governmental Lender Notes or a "related person," as such terms are used in Section 147(a) of the Code), the Borrower will comply with this Section 5.34.

(b) <u>Use of Proceeds</u>. The use of the net proceeds of the Funding Loan at all times will satisfy the following requirements:

(i) <u>Limitation on Net Proceeds</u>. At least 95% of the net proceeds of the Funding Loan (within the meaning of the Code) actually expended shall be used to pay Qualified Project Costs that are costs of a "qualified residential rental project" (within the meaning of Sections 142(a)(7) and 142(d) of the Code) and property that is "functionally related and subordinate" thereto (within the meaning of Sections 1.103-8(a)(3) and 1.103-8(b)(4)(iii) of the Regulations).

(ii) <u>Limit on Costs of Funding</u>. The proceeds of the Funding Loan will be expended for the purposes set forth in this Borrower Loan Agreement and in the Funding Loan Agreement and no portion thereof in excess of two percent of the proceeds of the Funding Loan, within the meaning of Section 147(g) of the Code, will be expended to pay Costs of Funding of the Funding Loan.

(iii) <u>Prohibited Facilities.</u> The Borrower shall not use or permit the use of any proceeds of the Funding Loan or any income from the investment thereof to provide any airplane, skybox, or other private luxury box, health club facility, any facility primarily used for gambling, or any store the principal business of which is the sale of alcoholic beverages for consumption off premises.

(iv) <u>Limitation on Land.</u> Less than 25 percent of the net proceeds of the Funding Loan actually expended will be used, directly or indirectly, for the acquisition of land or an interest therein, nor will any portion of the net proceeds of the Funding Loan be used, directly or indirectly, for the acquisition of land or an interest therein to be used for farming purposes.

(v) <u>Limitation on Existing Facilities.</u> No portion of the net proceeds of the Funding Loan will be used for the acquisition of any existing property or an interest therein unless (A) the first use of such property is pursuant to such acquisition or (B) the rehabilitation expenditures with respect to any building and the equipment therefor equal or exceed 15 percent of the cost of acquiring such

building financed with the proceeds of the Funding Loan (with respect to structures other than buildings, this clause shall be applied by substituting 100 percent for 15 percent). For purposes of the preceding sentence, the term "rehabilitation expenditures" shall have the meaning set forth in Section 147(d)(3) of the Code.

(vi) <u>Accuracy of Information</u>. The information furnished by the Borrower and used by the Governmental Lender in preparing its certifications with respect to Section 148 of the Code and the information statement filed pursuant to Section 149(e) of the Code is accurate and complete as of the date of origination of the Funding Loan.

(vii) <u>Limitation of Project Expenditures</u>. The acquisition, construction and equipping of the Project were not commenced (within the meaning of Section 144(a) of the Code) prior to the 60th day preceding the adoption of the resolution of the Governmental Lender with respect to the Project on May 10, 2016, and no obligation for which reimbursement will be sought from proceeds of the Funding Loan relating to the acquisition, construction or equipping of the Project was paid or incurred prior to 60 days prior to such date, except for permissible "preliminary expenditures", which include architectural, engineering surveying, soil testing, reimbursement bond issuance and similar costs incurred prior to the commencement of construction, rehabilitation or acquisition of the Project.

(viii) Qualified Costs. The Borrower hereby represents, covenants and warrants that the proceeds of the Funding Loan shall be used or deemed used exclusively to pay costs which are (A) capital expenditures (as defined in Section 1.150-1(a) of the Code's regulations) and (B) not made for the acquisition of existing property, to the extent prohibited in Section 147(d) of the Code and that for the greatest number of buildings the proceeds of the Funding Loan shall be deemed allocated on a pro rata basis to each building in the Project and the land on which it is located so that each building and the land on which it is located will have been financed fifty percent (50%) or more by the proceeds of the Funding Loan for the purpose of complying with Section 42(h)(4)(B) of the Code; provided however, the foregoing representation, covenant and warranty is made for the benefit of the Borrower and its partners and neither the Funding Lender nor the Governmental Lender shall have any obligation to enforce this statement nor shall they incur any liability to any person, including without limitation, the Borrower, the partners of the Borrower, any other affiliate of the Borrower or the holders or payees of the Funding Loan and the Borrower Notes for any failure to meet the intent expressed in the foregoing representation, covenant and warranty; and provided further, failure to comply with this representation, covenant and warranty shall not constitute a default or event of default under this Borrower Loan Agreement or the Funding Loan Agreement.

(c) <u>Limitation on Maturity</u>. The average maturity of the Governmental Lender Notes does not exceed 120 percent of the average reasonably expected economic life of the Project to be financed by the Funding Loan, weighted in proportion to the respective cost of each item comprising the property the cost of which has been or will be financed, directly or indirectly, with the Net Proceeds of the Funding Loan. For purposes of the preceding sentence, the reasonably expected economic life of property shall be determined as of the later of (A) the Closing Date for the Funding Loan or (B) the date on which such property is placed in service (or expected to be placed in service). In addition, land shall not be taken into account in determining the reasonably expected economic life of property.

(d) No Arbitrage. The Borrower shall not take any action or omit to take any action with respect to the Gross Proceeds of the Funding Loan or of any amounts expected to be used to pay the principal thereof or the interest thereon which, if taken or omitted, respectively, would cause the Governmental Lender Notes to be classified as an "arbitrage bond" within the meaning of Section 148 of the Code. Except as provided in the Funding Loan Agreement and this Borrower Loan Agreement, the Borrower shall not pledge or otherwise encumber, or permit the pledge or encumbrance of, any money, investment, or investment property as security for payment of any amounts due under this Borrower Loan Agreement or the Borrower Notes relating to the Funding Loan, shall not establish any segregated reserve or similar fund for such purpose and shall not prepay any such amounts in advance of the redemption date of an equal principal amount of the Funding Loan, unless the Borrower has obtained in each case a Bond Counsel No Adverse Effect Opinion with respect to such action, a copy of which shall be provided to the Governmental Lender and the Funding Lender. The Borrower shall not, at any time prior to the final maturity of the Funding Loan, invest or cause any Gross Proceeds to be invested in any investment (or to use Gross Proceeds to replace money so invested), if, as a result of such investment the Yield of all investments acquired with Gross Proceeds (or with money replaced thereby) on or prior to the date of such investment exceeds the Yield of the Funding Loan to the Maturity Date, except as permitted by Section 148 of the Code and Regulations thereunder or as provided in the Regulatory Agreement. The Borrower further covenants and agrees that it will comply with all applicable requirements of said Section 148 and the rules and Regulations thereunder relating to the Funding Loan and the interest thereon, including the employment of a Rebate Analyst acceptable to the Governmental Lender and Funding Lender at all times from and after the Closing Date for the calculation of rebatable amounts to the United States Treasury Department. the Borrower agrees that it will cause the Rebate Analyst to calculate the rebatable amounts not later than forty-five days after the fifth anniversary of the Closing Date and each five years thereafter and not later than forty-five days after the final Computation Date and agrees that the Borrower will pay all costs associated therewith. The Borrower agrees to provide evidence of the employment of the Rebate Analyst satisfactory to the Governmental Lender and Funding Lender.

(e) <u>No Federal Guarantee</u>. Except to the extent permitted by Section 149(b) of the Code and the Regulations and rulings thereunder, the Borrower shall not take or omit to take any action which would cause the Governmental Lender Notes to be "federally guaranteed" within the meaning of Section 149(b) of the Code and the Regulations and rulings thereunder.

(f) <u>Representations.</u> The Borrower has supplied or caused to be supplied to Bond Counsel all documents, instruments and written information requested by Bond Counsel, and all such documents, instruments and written information supplied by or on behalf of the Borrower at the request of Bond Counsel, which have been reasonably relied upon by Bond Counsel in rendering its opinion with respect to the exclusion from gross income of the interest on the Governmental Lender Notes for federal income tax purposes, are true and correct in all material respects, do not contain any untrue statement of a material fact and do not omit to state any material fact necessary to be stated therein in order to make the information provided therein, in light of the circumstances under which such information was provided, not misleading, and the Borrower is not aware of any other pertinent information which Bond Counsel has not requested.

(g) <u>Qualified Residential Rental Project</u>. The Borrower hereby covenants and agrees that the Project will be operated as a "qualified residential rental project" within the meaning of Section 142(d) of the Code, on a continuous basis during the longer of the Qualified Project Period (as defined in the Regulatory Agreement) or any period during which any portion of the Governmental Lender Notes remains outstanding, to the end that the interest on the Governmental Lender Notes shall be excluded from gross income for federal income tax purposes. The Borrower hereby covenants and agrees, continuously during the Qualified Project Period, to comply with all the provisions of the Regulatory Agreement.

(h) <u>Information Reporting Requirements.</u> The Borrower will comply with the information reporting requirements of Section 149(e)(2) of the Code requiring certain information regarding the Governmental Lender Notes to be filed with the Internal Revenue Service within prescribed time limits.

(i) <u>Funding Loan Not a Hedge Bond.</u> The Borrower covenants and agrees that not more than 50% of the proceeds of the Funding Loan will be invested in Nonpurpose Investments having a substantially guaranteed Yield for four years or more within the meaning of Section 149(f)(3)(A)(ii) of the Code, and the Borrower reasonably expects that at least 85% of the spendable proceeds of the Funding Loan will be used to carry out the governmental purposes of the Funding Loan within the three-year period beginning on the Closing Date.

(j) <u>Termination of Restrictions.</u> Although the parties hereto recognize that, subject to the provisions of the Regulatory Agreement, the provisions of this Borrower Loan Agreement shall terminate in accordance with Section 10.14 hereof, the parties hereto recognize that pursuant to the Regulatory Agreement, certain requirements, including the requirements incorporated by reference in this Section, may continue in effect beyond the term hereof.

(k) <u>Public Approval.</u> The Borrower covenants and agrees that the proceeds of the Funding Loan will not be used in a manner that deviates in any substantial degree from the Project described in the written notice of a public hearing regarding the Funding Loan.

(1) <u>40/60 Test Election.</u> The Borrower and the Governmental Lender hereby elect to apply the requirements of Section 142(d)(1)(B) to the Project. The Borrower hereby represents, covenants and agrees, continuously during the Qualified Project Period, to comply with all the provisions of the Regulatory Agreement.

Modification of Tax Covenants. Subsequent to the origination of the (m)Funding Loan and prior to its payment in full (or provision for the payment thereof having been made in accordance with the provisions of the Funding Loan Agreement), this Section 5.34 hereof may not be amended, changed, modified, altered or terminated except as permitted herein and by the Funding Loan Agreement and with the Written Consent of the Governmental Lender and the Funding Lender. Anything contained in this Borrower Loan Agreement or the Funding Loan Agreement to the contrary notwithstanding, the Governmental Lender, the Funding Lender and the Borrower hereby agree to amend this Borrower Loan Agreement and, if appropriate, the Funding Loan Agreement and the Regulatory Agreement, to the extent required, in the opinion of Bond Counsel, in order for interest on the Governmental Lender Notes to remain excludable from gross income for federal income tax purposes. The party requesting such amendment, which may include the Funding Lender, shall notify the other parties to this Borrower Loan Agreement of the proposed amendment and send a copy of such requested amendment to Bond Counsel. After review of such proposed amendment, Bond Counsel shall render to the Funding Lender and the Governmental Lender an opinion as to the effect of such proposed amendment upon the includability of interest on the Governmental Lender Notes in the gross income of the recipient thereof for federal income tax purposes. The Borrower shall pay all necessary fees and expenses incurred with respect to such amendment. The Borrower, the Governmental Lender and, where applicable, the Funding Lender per written instructions from the Governmental Lender shall execute, deliver and, if applicable, the Borrower shall file of record, any and all documents and instruments, including without limitation, an amendment to the Regulatory Agreement, with a file-stamped copy to the Funding Lender, necessary to effectuate the intent of this Section 5.34, and the Borrower and the Governmental Lender hereby appoint the Funding Lender as their true and lawful attorney-in-fact to execute, deliver and, if applicable, file of record on behalf of the Borrower or the Governmental Lender, as is applicable, any such document or instrument (in such form as may be approved by and upon instruction of Bond Counsel) if either the Borrower or the Governmental Lender defaults in the performance of its obligation under this Section 5.34; provided, however, that the Funding Lender shall take no action under this Section 5.34 without first notifying the Borrower or the Governmental Lender, as is applicable, of its intention to take such action and providing the Borrower or the Governmental Lender, as is applicable, a reasonable opportunity to comply with the requirements of this Section 5.34.

(n) In furtherance of the covenants in this Section 5.34 and in Section 5.35, the Borrower shall execute, deliver and comply with its Project Cost Certificate attached as an exhibit to the Tax Certificate and the provisions of the Tax Certificate, which are by this reference incorporated into this Borrower Loan Agreement and made a part hereto as if set forth in full herein.

The Borrower irrevocably authorizes and directs the Funding Lender and any other agent designated by the Governmental Lender to make payment of such amounts from funds of the Borrower, if any, held by the Funding Lender, or any agent of the Governmental Lender or the Funding Lender. The Borrower further covenants and agrees that, pursuant to the requirements of Treasury Regulation Section 1.148-1(b), it (or any related person contemplated by such regulations) will not purchase interests in the Funding Loan in an amount related to the amount of the Borrower Loan.

#### Section 5.35 Payment of Rebate.

(a) <u>Arbitrage Rebate</u>. The Borrower agrees to take all steps necessary to compute and pay any rebatable arbitrage relating to the Funding Loan or the Governmental Lender Notes in accordance with Section 148(f) of the Code including:

(i) <u>Delivery of Documents and Money on Computation Dates</u>. The Borrower will deliver to the Servicer, within 55 days after each Computation Date:

(A) a statement, signed by the Borrower, stating the Rebate Amount as of such Computation Date;

(B) if such Computation Date is an Installment Computation Date, an amount that, together with any amount then held for the credit of the Rebate Fund, is equal to at least 90% of the Rebate Amount as of such Installment Computation Date, less any "previous rebate payments" made to the United States (as that term is used in Section 1.148-3(f)(1) of the Regulations), or (2) if such Computation Date is the final Computation Date, an amount that, together with any amount then held for the credit of the Rebate Fund, is equal to the Rebate Amount as of such final Computation Date, less any "previous rebate payments" made to the United States (as that term is used in Section 1.148-3(f)(1) of the Regulations); and

(C) an Internal Revenue Service Form 8038-T properly signed and completed as of such Computation Date.

(ii) <u>Correction of Underpayments</u>. If the Borrower shall discover or be notified as of any date that any payment paid to the United States Treasury pursuant to this Section 5.35 of an amount described in Section 5.35(a)(i)(A) or (B) above shall have failed to satisfy any requirement of Section 1.148-3 of the Regulations (whether or not such failure shall be due to any default by the Borrower, the Governmental Lender or the Funding Lender), the Borrower shall (1) pay to the Servicer (for deposit to the Rebate Fund) and cause the Servicer to pay to the United States Treasury from the Rebate Fund the underpayment of the Rebate Amount, together with any penalty and/or interest due, as specified in Section 1.148-3(h) of the Regulations, within 175 days after any discovery or notice and (2) deliver to the Servicer an Internal Revenue Service Form 8038-T

completed as of such date. If such underpayment of the Rebate Amount, together with any penalty and/or interest due, is not paid to the United States Treasury in the amount and manner and by the time specified in the Regulations, the Borrower shall take such steps as are necessary to prevent the Governmental Lender Notes from becoming an arbitrage bond within the meaning of Section 148 of the Code.

(iii) <u>Records.</u> The Borrower shall retain all of its accounting records relating to the funds established under this Borrower Loan Agreement and all calculations made in preparing the statements described in this Section 5.35 for at least six years after the later of the final maturity of the Governmental Lender Notes or the date the Funding Loan is retired in full.

(iv) <u>Costs.</u> The Borrower agrees to pay all of the fees and expenses of a nationally recognized Bond Counsel, the Rebate Analyst a certified public accountant and any other necessary consultant employed by the Borrower or the Funding Lender in connection with computing the Rebate Amount.

(v) <u>No Diversion of Rebatable Arbitrage.</u> The Borrower will not indirectly pay any amount otherwise payable to the federal government pursuant to the foregoing requirements to any person other than the federal government by entering into any investment arrangement with respect to the Gross Proceeds of the Funding Loan which is not purchased at Fair Market Value or includes terms that the Borrower would not have included if the Funding Loan were not subject to Section 148(f) of the Code.

(vi) <u>Modification of Requirements.</u> If at any time during the term of this Borrower Loan Agreement, the Governmental Lender, the Funding Lender or the Borrower desires to take any action which would otherwise be prohibited by the terms of this Section 5.35, such Person shall be permitted to take such action if it shall first obtain and provide to the other Persons named herein a Bond Counsel No Adverse Effect Opinion with respect to such action.

(b) <u>Rebate Fund</u>. The Servicer shall establish and hold a separate fund designated as the "Rebate Fund." The Servicer shall deposit or transfer to the credit of the Rebate Fund each amount delivered to the Servicer by the Borrower for deposit thereto and each amount directed by the Borrower to be transferred thereto.

(c) Within 15 days after each receipt or transfer of funds to the Rebate Fund, the Servicer shall withdraw from the Rebate Fund and pay to the United States of America the entire balance of the Rebate Fund.

(d) All payments to the United States of America pursuant to this Section 5.35 shall be made by the Servicer for the account and in the name of the Governmental Lender and shall be paid through the United States Mail (return receipt requested or overnight delivery), addressed to the appropriate Internal Revenue Service Center and accompanied by the appropriate Internal Revenue Service forms (such forms to be

provided to the Servicer by the Borrower or the Rebate Analyst as set forth in this Section 5.35).

(e) The Borrower shall preserve all statements, forms and explanations received delivered pursuant this Section 5.35 and all records of transactions in the Rebate Fund until six years after the retirement of the Funding Loan.

(f) Moneys and securities held in the Rebate Fund shall not be deemed funds of the Funding Lender or of the Governmental Lender and are not pledged or otherwise subject to any security interest in favor of the Funding Lender to secure the Funding Loan or any other obligations.

(g) Notwithstanding anything to the contrary in this Borrower Loan Agreement, no payment shall be made to the United States if the Borrower shall furnish to the Governmental Lender and the Funding Lender an opinion of Bond Counsel to the effect that such payment is not required under Section 148(d) and (f) of the Code in order to maintain the exclusion from gross income for federal income tax purposes of interest on the Governmental Lender Notes. In such event, the Borrower shall be entitled to withdraw funds from the Rebate Fund to the extent the Borrower shall provide a Bond Counsel No Adverse Effect Opinion to the Governmental Lender and the Funding Lender with respect to such withdrawal.

(h) Notwithstanding the foregoing, the computations and payments of rebate amounts referred to in this Section 5.35 need not be made to the extent that neither the Governmental Lender nor the Borrower will thereby fail to comply with any requirements of Section 148(f) of the Code based on a Bond Counsel No Adverse Effect Opinion, a copy of which shall be provided to the Funding Lender.

Section 5.36 Covenants under Funding Loan Agreement. The Borrower will fully and faithfully perform all the duties and obligations which the Governmental Lender has covenanted and agreed in the Funding Loan Agreement to cause the Borrower to perform and any duties and obligations which the Borrower is required in the Funding Loan Agreement to perform. The foregoing will not apply to any duty or undertaking of the Governmental Lender which by its nature cannot be delegated or assigned.

Section 5.37 Continuing Disclosure Agreement. The Borrower and the Funding Lender shall enter into the Continuing Disclosure Agreement to provide for the continuing disclosure of information about the Funding Loan, the Borrower and other matters as specifically provided for in such agreement.

## **ARTICLE VI**

## **NEGATIVE COVENANTS**

Borrower hereby covenants and agrees as follows, which covenants shall remain in effect so long as any Borrower Payment Obligation or other obligation of Borrower under any of the other Borrower Loan Documents or the Funding Loan Documents remains outstanding or unperformed. Borrower covenants and agrees that it will not, directly or indirectly: **Section 6.1 Management Agreement**. Without first obtaining the Funding Lender's prior Written Consent, enter into the Management Agreement, and thereafter the Borrower shall not, without the Funding Lender's prior Written Consent (which consent shall not be unreasonably withheld) and subject to the Regulatory Agreement: (i) surrender, terminate or cancel the Management Agreement or otherwise replace the Manager or enter into any other management agreement; (ii) reduce or consent to the reduction of the term of the Management Agreement; (iii) increase or consent to the increase of the amount of any charges under the Management Agreement; (iv) otherwise modify, change, supplement, alter or amend in any material respect, or waive or release in any material respect any of its rights and remedies under, the Management Agreement; or (v) suffer or permit the occurrence and continuance of a default beyond any applicable cure period under the Management Agreement (or any successor management agreement) if such default permits the Manager to terminate the Management Agreement (or such successor management agreement).

**Section 6.2 Dissolution**. Dissolve or liquidate, in whole or in part, merge with or consolidate into another Person.

**Section 6.3** Change in Business or Operation of Property. Enter into any line of business other than the ownership and operation of the Project, or make any material change in the scope or nature of its business objectives, purposes or operations, or undertake or participate in activities other than the continuance of its present business and activities incidental or related thereto or otherwise cease to operate the Project as a multi-family property or terminate such business for any reason whatsoever (other than temporary cessation in connection with construction or rehabilitation, as appropriate, of the Project).

**Section 6.4 Debt Cancellation.** Cancel or otherwise forgive or release any claim or debt owed to the Borrower by a Person, except for adequate consideration or in the ordinary course of the Borrower's business in its reasonable judgment.

Section 6.5 Assets. Purchase or own any real property or personal property incidental thereto other than the Project.

**Section 6.6 Transfers.** Make, suffer or permit the occurrence of any Transfer other than a transfer permitted under the Security Instrument, nor transfer any material License required for the operation of the Project.

**Section 6.7 Debt.** Other than as expressly approved in writing by the Funding Lender, create, incur or assume any indebtedness for borrowed money (including subordinate debt) whether unsecured or secured by all or any portion of the Project or interest therein or in the Borrower or any partner thereof (including subordinate debt) other than (i) the Borrower Payment Obligations, (ii) secured indebtedness incurred pursuant to or permitted by the Borrower Loan Documents and the Funding Loan Documents, and (iii) trade payables incurred in the ordinary course of business.

Section 6.8 Assignment of Rights. Without the Funding Lender's prior Written Consent, attempt to assign the Borrower's rights or interest under any Borrower Loan Document

or Funding Loan Document in contravention of any Borrower Loan Document or Funding Loan Document.

**Section 6.9 Principal Place of Business**. Change its principal place of business without providing 30 days' prior Written Notice of the change to the Funding Lender and the Servicer.

Section 6.10 Operating Agreement. Without the Funding Lender's prior Written Consent (which consent shall not be unreasonably withheld) surrender, terminate, cancel, modify, change, supplement, alter or amend in any material respect, or waive or release in any material respect, any of its rights or remedies under the Operating Agreement; provided, however, the consent of Funding Lender is not required for an amendment of the Operating Agreement resulting solely from the "Permitted Transfer" of member interests of Borrower as defined in and permitted by the Security Instrument.

Section 6.11 ERISA. Maintain, sponsor, contribute to or become obligated to contribute to, or suffer or permit any ERISA Affiliate of the Borrower to, maintain, sponsor, contribute to or become obligated to contribute to, any Plan, or permit the assets of the Borrower to become "plan assets," whether by operation of law or under regulations promulgated under ERISA.

**Section 6.12** No Hedging Arrangements. Without the prior Written Consent of the Funding Lender or unless otherwise required by this Borrower Loan Agreement, the Borrower will not enter into or guarantee, provide security for or otherwise undertake any form of contractual obligation with respect to any interest rate swap, interest rate cap or other arrangement that has the effect of an interest rate swap or interest rate cap or that otherwise (directly or indirectly, derivatively or synthetically) hedges interest rate risk associated with being a debtor of variable rate debt or any agreement or other arrangement to enter into any of the above on a future date or after the occurrence of one or more events in the future.

## Section 6.13 Loans and Investments; Distributions; Related Party Payments.

(a) Without the prior Written Consent of Funding Lender in each instance, Borrower shall not (i) lend money, make investments, or extend credit, other than in the ordinary course of its business as presently conducted; or (ii) repurchase, redeem or otherwise acquire any interest in Borrower, any Borrower Affiliate or any other Person owning an interest, directly or indirectly, in Borrower, or make any distribution, in cash or in kind, in respect of interests in Borrower, any Borrower Affiliate or any other Person owning an interest, directly or indirectly, in Borrower (except to the extent permitted by the Security Instrument and subject to the limitations set forth in Section 5.27 hereof).

(b) Disbursements for fees and expenses of any Borrower Affiliate and developer fees (however characterized) will only be paid to the extent that such fee or expense bears a proportionate relationship to the percentage of completion of the construction or rehabilitation, as the case may be, of the Improvements, as determined by the Construction Consultant, and only after deducting the applicable Retainage. Except as otherwise permitted hereunder or by the Funding Lender, no Disbursements for the

Developer Fee or any "deferred developer fees" shall be made prior to the Conversion Date other than in accordance with the Approved Developer Fee Schedule.

Section 6.14 Amendment of Related Documents or CC&R's. Without the prior Written Consent of Funding Lender in each instance, except as provided herein or in the Construction Funding Agreement, Borrower shall not enter into or consent to any amendment, termination, modification, or other alteration of any of the Related Documents or any of the CC&R's (including, without limitation, those contained in the Borrower Loan Agreement, any Architect's Agreement or Engineer's Contract, any Construction Contract, and any Management Agreement, but excluding the Operating Agreement, which is covered by Section 6.10), or any assignment, transfer, pledge or hypothecation of any of its rights thereunder, if any.

**Section 6.15 Personal Property.** Borrower shall not install materials, personal property, equipment or fixtures subject to any security agreement or other agreement or contract wherein the right is reserved to any Person other than Borrower to remove or repossess any such materials, equipment or fixtures, or whereby title to any of the same is not completely vested in Borrower at the time of installation, without Funding Lender's prior Written Consent; provided, however, that this Section 6.15 shall not apply to laundry equipment or other equipment that is owned by a third-party vendor and commercial tenants.

**Section 6.16 Fiscal Year.** Without Funding Lender's Written Consent, which shall not be unreasonably withheld, neither Borrower nor Managing Member shall change the times of commencement or termination of its fiscal year or other accounting periods, or change its methods of accounting, other than to conform to GAAP.

**Section 6.17 Publicity**. Neither Borrower nor Managing Member shall issue any publicity release or other communication to any print, broadcast or on-line media, post any sign or in any other way identify Funding Lender or any of its affiliates as the source of the financing provided for herein, without the prior written approval of Funding Lender in each instance (provided that nothing herein shall prevent Borrower or Managing Member from identifying Funding Lender or its affiliates as the source of such financing to the extent that Borrower or Managing Member are required to do so by disclosure requirements applicable to publicly held companies). Borrower and Managing Member agree that no sign shall be posted on the Project in connection with the construction or rehabilitation of the Improvements unless such sign identifies Citigroup and its affiliates as the source of the financing provided for herein or Funding Lender consents to not being identified on any such sign.

# **ARTICLE VII**

# [RESERVED]

#### **ARTICLE VIII**

#### DEFAULTS

**Section 8.1 Events of Default**. Each of the following events shall constitute an "Event of Default" under the Borrower Loan Agreement:

(a) failure by the Borrower to pay any Borrower Loan Payment in the manner and on the date such payment is due in accordance with the terms and provisions of one or both of the Borrower Notes, or the failure by the Borrower to pay any Additional Borrower Payment on the date such payment is due in accordance with the terms and provisions of one or both of the Borrower Notes, the Security Instrument, this Borrower Loan Agreement or any other Borrower Loan Document;

(b) failure by or on behalf of the Borrower to pay when due any amount (other than as provided in subsection (a) above or elsewhere in this Section 8.1) required to be paid by the Borrower under this Borrower Loan Agreement, one or both of the Borrower Notes, the Security Instrument or any of the other Borrower Loan Documents or Funding Loan Documents, including a failure to repay any amounts that have been previously paid but are recovered, attached or enjoined pursuant to any insolvency, receivership, liquidation or similar proceedings, which default remains uncured for a period of five (5) days after Written Notice thereof shall have been given to the Borrower;

(c) an Event of Default, as defined by a Borrower Note, the Security Instrument or any other Borrower Loan Document, occurs (or to the extent an "Event of Default" is not defined in any other Borrower Loan Document, any default or breach by the Borrower or any Guarantor of its obligations, covenants, representations or warranties under such Borrower Loan Document occurs and any applicable notice and/or cure period has expired);

(d) any representation or warranty made by any of the Borrower, the Guarantor or the Managing Member in any Borrower Loan Document or Funding Loan Document to which it is a party, or in any report, certificate, financial statement or other instrument, agreement or document furnished by the Borrower, the Guarantor or the Managing Member in connection with any Borrower Loan Document or Funding Loan Document, shall be false or misleading in any material respect as of the Closing Date;

(e) the Borrower shall make a general assignment for the benefit of creditors, or shall generally not be paying its debts as they become due;

(f) the Borrower Controlling Entity shall make a general assignment for the benefit of creditors, shall generally not be paying its debts as they become due, or an Act of Bankruptcy with respect to the Borrower Controlling Entity shall occur, unless in all cases the Borrower Controlling Entity is replaced with a substitute Borrower Controlling Entity that satisfies the requirements of Section 21 of the Security Instrument; which, in the case of a non-profit Borrower Controlling Entity, may be replaced within sixty (60)

days of such event with another non-profit Borrower Controlling Entity acceptable to the Funding Lender, in which case no Event of Default shall be deemed to have occurred;

(g) any portion of Borrower Deferred Equity to be made by Equity Investor and required for (i) completion of the construction or rehabilitation, as the case may be, of the Improvements, (ii) the satisfaction of the Conditions of Conversion or (iii) the operation of the Improvements, is not received in accordance with the Operating Agreement after the expiration of all applicable notice and cure periods;

(h) the failure by Borrower or any ERISA Affiliate of Borrower to comply in all respects with ERISA, or the occurrence of any other event (with respect to the failure of Borrower or any ERISA Affiliate to pay any amount required to be paid under ERISA or with respect to the termination of, or withdrawal of Borrower or any ERISA Affiliate from, any employee benefit or welfare plan subject to ERISA) the effect of which is to impose upon Borrower (after giving effect to the tax consequences thereof) for the payment of any amount in excess of Fifty Thousand Dollars (\$50,000);

a Bankruptcy Event shall occur with respect to Borrower, any Managing (i) Member or Guarantor, or there shall be a change in the assets, liabilities or financial position of any such Person which has a material adverse effect upon the ability of such Person to perform such Person's obligations under this Borrower Loan Agreement, any other Borrower Loan Document or any Related Document, provided that any such Bankruptcy Event with respect to a Guarantor shall not constitute an Event of Default: (i) if such Bankruptcy Event occurs on or after the date upon which the Guaranty terminates in accordance with its terms (or the date upon which all of the Guaranties have terminated in accordance with their terms, if more than one Guaranty was executed by such Guarantor), or (ii) if such Bankruptcy Event occurs prior to the date upon which the Guaranty terminates in accordance with its terms (or the date upon which all of the Guaranties have terminated in accordance with their terms, if more than one Guaranty was executed by such Guarantor) and the Borrower replaces such Guarantor with a person or entity satisfying the Funding Lender's mortgage credit standards for principals and acceptable to the Funding Lender in its sole and absolute discretion within thirty (30) days after notice thereof from the Funding Lender;

(j) all or any part of the property of Borrower is attached, levied upon or otherwise seized by legal process, and such attachment, levy or seizure is not quashed, stayed or released: (i) prior to completion of the construction or rehabilitation, as the case may be, of the Improvements, within ten (10) days of the date thereof or (ii) after completion of the construction or rehabilitation, as the case may be, of the Improvements, within thirty (30) days of the date thereof;

(k) subject to Section 10.16 hereof, Borrower fails to pay when due any monetary obligation (other than pursuant to this Borrower Loan Agreement) to any Person in excess of \$100,000, and such failure continues beyond the expiration of any applicable cure or grace periods;

any material litigation or proceeding is commenced before any (1)Governmental Authority against or affecting Borrower, any Managing Member or Guarantor, or property of Borrower, any Managing Member or Guarantor, or any part thereof, and such litigation or proceeding is not defended diligently and in good faith by Borrower, any Managing Member or Guarantor, as applicable, provided that any such material litigation or proceeding against a Guarantor shall not constitute an Event of Default: (i) if such material litigation is commenced on or after the date upon which the Guaranty terminates in accordance with its terms (or the date upon which all of the Guaranties have terminated in accordance with their terms, if more than one Guaranty was executed by such Guarantor), or (ii) if such material litigation or proceeding is commenced prior to the date upon which the Guaranty terminates in accordance with its terms (or the date upon which all of the Guaranties have terminated in accordance with their terms, if more than one Guaranty was executed by such Guarantor) and the Borrower replaces such Guarantor with a person or entity satisfying the Funding Lender's mortgage credit standards for principals and acceptable to the Funding Lender in its sole and absolute discretion within thirty (30) days after notice thereof from the Funding Lender:

a final judgment or decree for monetary damages in excess of \$50,000 or a (m) monetary fine or penalty (not subject to appeal or as to which the time for appeal has expired) is entered against Borrower, any Managing Member or Guarantor by any Governmental Authority, and such judgment, decree, fine or penalty is not paid and discharged or stayed (i) prior to completion of the construction or rehabilitation, as the case may be, of the Improvements, within ten (10) days after entry thereof or (ii) after completion of the construction or rehabilitation, as the case may be, of the Improvements, within thirty (30) days after entry thereof (or such longer period as may be permitted for payment by the terms of such judgment, fine or penalty), provided that any such judgment, decree, fine or penalty against a Guarantor shall not constitute an Event of Default: (i) if such judgment, decree, fine or penalty is entered on or after the date upon which the Guaranty terminates in accordance with its terms (or the date upon which all of the Guaranties have terminated in accordance with their terms, if more than one Guaranty was executed by such Guarantor), or (ii) if such judgment, decree, fine or penalty is entered prior to the date upon which the Guaranty terminates in accordance with its terms (or the date upon which all of the Guaranties have terminated in accordance with their terms, if more than one Guaranty was executed by such Guarantor) and the Borrower replaces such Guarantor with a person or entity satisfying the Funding Lender's mortgage credit standards for principals and acceptable to the Funding Lender in its sole and absolute discretion within thirty (30) days after notice thereof from the Funding Lender;

(n) a final, un-appealable and uninsured money judgment or judgments, in favor of any Person other than a Governmental Authority, in the aggregate sum of \$50,000 or more shall be rendered against Borrower, any Managing Member or Guarantor, or against any of their respective assets, that is not paid, superseded or stayed (i) prior to completion of the construction or rehabilitation, as the case may be, of the Improvements, within ten (10) days after entry thereof or (ii) after completion of the construction, as the case may be, of the Improvements, within thirty (30) days after entry thereof (or such longer period as may be permitted for payment by the

terms of such judgment); or any levy of execution, writ or warrant of attachment, or similar process, is entered or filed against Borrower, any Managing Member or Guarantor, or against any of their respective assets (that is likely to have a material adverse effect upon the ability of Borrower, any Managing Member or Guarantor to perform their respective obligations under this Borrower Loan Agreement, any other Borrower Loan Document or any Related Document), and such judgment, writ, warrant or process shall remain unsatisfied, unsettled, unvacated, unhanded and unstayed (i) prior to completion of the construction or rehabilitation, as the case may be, of the Improvements, for a period of ten (10) days or (ii) after completion of the construction or rehabilitation, as the case may be, of the Improvements, for a period of thirty (30) days, or in any event later than five (5) Business Days prior to the date of any proposed sale thereunder, provided that any such judgment, levy, writ, warrant, attachment or similar process against a Guarantor shall not constitute an Event of Default: (i) if such judgment, levy, writ, warrant, attachment or similar process is entered on or after the date upon which the Guaranty terminates in accordance with its terms (or the date upon which all of the Guaranties have terminated in accordance with their terms, if more than one Guaranty was executed by such Guarantor), or (ii) if such judgment, levy, writ, warrant, attachment or similar process is entered prior to the date upon which the Guaranty terminates in accordance with its terms (or the date upon which all of the Guaranties have terminated in accordance with their terms, if more than one Guaranty was executed by such Guarantor) and the Borrower replaces such Guarantor with a person or entity satisfying the Funding Lender's mortgage credit standards for principals and acceptable to the Funding Lender in its sole and absolute discretion within thirty (30) days after notice thereof from the Funding Lender;

(0)the inability of Borrower to satisfy any condition for the receipt of a Disbursement hereunder (other than an Event of Default specifically addressed in this Section 8.1) and failure to resolve the situation to the satisfaction of Funding Lender for a period in excess of thirty (30) days after Written Notice from Funding Lender unless (i) such inability shall have been caused by conditions beyond the control of Borrower, including, without limitation, acts of God or the elements, fire, strikes and disruption of shipping; (ii) Borrower shall have made adequate provision, acceptable to Funding Lender, for the protection of materials stored on-site or off-site and for the protection of the Improvements to the extent then constructed against deterioration and against other loss or damage or theft; (iii) Borrower shall furnish to Funding Lender satisfactory evidence that such cessation of construction or rehabilitation will not adversely affect or interfere with the rights of Borrower under labor and materials contracts or subcontracts relating to the construction or operation of the Improvements; and (iv) Borrower shall furnish to Funding Lender satisfactory evidence that the completion of the construction or rehabilitation of the Improvements can be accomplished by the Completion Date;

(p) the construction or rehabilitation of the Improvements is abandoned or halted prior to completion for any period of thirty (30) consecutive days;

(q) Borrower shall fail to keep in force and effect any material permit, license, consent or approval required under this Borrower Loan Agreement, or any Governmental Authority with jurisdiction over the Mortgaged Property or the Project orders or requires

that construction or rehabilitation of the Improvements be stopped, in whole or in part, or that any required approval, license or permit be withdrawn or suspended, and the order, requirement, withdrawal or suspension remains in effect for a period of thirty (30) days;

(r) failure by the Borrower to Substantially Complete the construction or rehabilitation, as the case may be, of the Improvements in accordance with this Borrower Loan Agreement on or prior to the Substantial Completion Date;

(s) failure by Borrower to complete the construction or rehabilitation, as the case may be, of the Improvements in accordance with this Borrower Loan Agreement on or prior to the Completion Date;

(t) failure by Borrower to satisfy the Conditions to Conversion on or before the Outside Conversion Date;

(u) [Borrower fails to obtain all grading, foundation, building and all other construction permits, licenses and authorizations from all applicable Governmental Authorities or third parties necessary for the completion of the construction or rehabilitation, as the case may be, of the Improvements, and the operation of, and access to, the Project, within [\_\_\_] days after the Closing Date.][or]

(v) any failure by the Borrower to perform or comply with any of its obligations under this Borrower Loan Agreement (other than those specified in this Section 8.1), as and when required, which continues for a period of thirty (30) days after written notice of such failure by Funding Lender or the Servicer on its behalf to the Borrower; provided, however, if such failure is susceptible of cure but cannot reasonably be cured within such thirty (30) day period, and the Borrower shall have commenced to cure such failure within such thirty (30) day period and thereafter diligently and expeditiously proceeds to cure the same, such thirty (30) day period shall be extended for an additional period of time as is reasonably necessary for the Borrower in the exercise of due diligence to cure such failure, such additional period not to exceed sixty (60) days. However, no such notice or grace period shall apply to the extent such failure could, in the Funding Lender's judgment, absent immediate exercise by the Funding Lender of a right or remedy under this Borrower Loan Agreement, result in harm to the Funding Lender, impairment of the Borrower Notes or this Borrower Loan Agreement or any security given under any other Borrower Loan Document.

## Section 8.2 Remedies.

Section 8.2.1 Acceleration. Upon the occurrence of an Event of Default (other than an Event of Default described in paragraph (e), (f) or (i) of Section 8.1) and at any time and from time to time thereafter, as long as such Event of Default continues to exist, in addition to any other rights or remedies available to the Governmental Lender pursuant to the Borrower Loan Documents or at law or in equity, the Funding Lender may, take such action, without notice or demand, as the Funding Lender deems advisable to protect and enforce its rights against the Borrower and in and to the Project, including declaring the Borrower Payment Obligations to be immediately due and payable (including, without limitation, the principal of, Prepayment

Premium, if any, and interest on and all other amounts due on the Borrower Notes to be immediately due and payable), without notice or demand, and apply such payment of the Borrower Payment Obligations in any manner and in any order determined by Funding Lender, in Funding Lender's sole and absolute discretion; and upon any Event of Default described in paragraph (e), (f) or (i) of Section 8.1, the Borrower Payment Obligations shall become immediately due and payable, without notice or demand, and the Borrower hereby expressly waives any such notice or demand, anything contained in any Borrower Loan Document to the contrary notwithstanding. Notwithstanding anything herein to the contrary, enforcement of remedies hereunder and under the Funding Loan Agreement shall be controlled by the Funding Lender.

Section 8.2.2 Remedies Cumulative. Upon the occurrence of an Event of Default, all or any one or more of the rights, powers, privileges and other remedies available to the Funding Lender against the Borrower under the Borrower Loan Documents or at law or in equity may be exercised by the Funding Lender, at any time and from time to time, whether or not all or any of the Borrower Payment Obligations shall be declared due and payable, and whether or not the Funding Lender shall have commenced any foreclosure proceeding or other action for the enforcement of its rights and remedies under any of the Borrower Loan Documents. Any such actions taken by the Funding Lender shall be cumulative and concurrent and may be pursued independently, singly, successively, together or otherwise, at such time and in such order as the Funding Lender may determine in its sole discretion, to the fullest extent permitted by law, without impairing or otherwise affecting the other rights and remedies of the Funding Lender permitted by law, equity or contract or as set forth in the Borrower Loan Documents. Without limiting the generality of the foregoing, the Borrower agrees that if an Event of Default is continuing, all Liens and other rights, remedies or privileges provided to the Funding Lender shall remain in full force and effect until they have exhausted all of its remedies, the Security Instrument has been foreclosed, the Project has been sold and/or otherwise realized upon satisfaction of the Borrower Payment Obligations or the Borrower Payment Obligations has been paid in full. To the extent permitted by applicable law, nothing contained in any Borrower Loan Document shall be construed as requiring the Funding Lender to resort to any portion of the Project for the satisfaction of any of the Borrower Payment Obligations in preference or priority to any other portion, and the Funding Lender may seek satisfaction out of the entire Project or any part thereof, in its absolute discretion.

Notwithstanding any provision herein to the contrary, the Governmental Lender and the Funding Lender agree that any cure of any default made or tendered by the Equity Investor shall be deemed to be a cure by the Borrower and shall be accepted or rejected on the same basis as if made or tendered by the Borrower.

Section 8.2.3 Delay. No delay or omission to exercise any remedy, right, power accruing upon an Event of Default, or the granting of any indulgence or compromise by the Funding Lender shall impair any such remedy, right or power hereunder or be construed as a waiver thereof, but any such remedy, right or power may be exercised from time to time and as often as may be deemed expedient. A waiver of one Potential Default or Event of Default shall not be construed to be a waiver of any subsequent Potential Default or Event of Default or to impair any remedy, right or power consequent thereon. Notwithstanding any other provision of this Borrower Loan Agreement, the Funding Lender reserves the right to seek a deficiency

judgment or preserve a deficiency claim, in connection with the foreclosure of the Security Instrument to the extent necessary to foreclose on the Project, the Rents, the funds or any other collateral.

Section 8.2.4 Set Off; Waiver of Set Off. Upon the occurrence of an Event of Default, Funding Lender may, at any time and from time to time, without notice to Borrower or any other Person (any such notice being expressly waived), set off and appropriate and apply (against and on account of any obligations and liabilities of Borrower to Funding Lender arising under or connected with this Borrower Loan Agreement and the other Borrower Loan Documents and the Funding Loan Documents, irrespective of whether or not Funding Lender shall have made any demand therefor, and although such obligations and liabilities may be contingent or unmatured), and Borrower hereby grants to Funding Lender, as security for the Borrower Payment Obligations, a security interest in, any and all deposits (general or special, including but not limited to Debt evidenced by certificates of deposit, whether matured or unmatured, but not including trust accounts) and any other Debt at any time held or owing by Funding Lender to or for the credit or the account of Borrower.

Section 8.2.5 Assumption of Obligations. In the event that the Funding Lender or its assignee or designee shall become the legal or beneficial owner of the Project by foreclosure or deed in lieu of foreclosure, such party shall succeed to the rights and the obligations of the Borrower under this Borrower Loan Agreement, the Borrower Notes, the Regulatory Agreement, and any other Borrower Loan Documents and Funding Loan Documents to which the Borrower is a party. Such assumption shall be effective from and after the effective date of such acquisition and shall be made with the benefit of the limitations of liability set forth therein and without any liability for the prior acts of the Borrower.

**Section 8.2.6 Accounts Receivable.** Upon the occurrence of an Event of Default, Funding Lender shall have the right, to the extent permitted by law, to impound and take possession of books, records, notes and other documents evidencing Borrower's accounts, accounts receivable and other claims for payment of money, arising in connection with the Project, and to make direct collections on such accounts, accounts receivable and claims for the benefit of Funding Lender.

**Section 8.2.7 Defaults under Other Documents.** Funding Lender shall have the right to cure any default under any of the Related Documents, but shall have no obligation to do so.

Section 8.2.8 Abatement of Disbursements. Notwithstanding any provision to the contrary herein or any of the other Borrower Loan Documents or the Funding Loan Documents, Funding Lender's obligation to make further Disbursements shall abate (i) during the continuance of any Potential Default, (ii) after any disclosure to Funding Lender of any fact or circumstance that, absent such disclosure, would cause any representation or warranty of Borrower to fail to be true and correct in all material respects, unless and until Funding Lender elects to permit further Disbursements notwithstanding such event or circumstance; and (iii) upon the occurrence of any Event of Default.

Section 8.2.9 Completion of Improvements. Upon the occurrence of any Event of Default, Funding Lender shall have the right to cause an independent contractor selected by

Funding Lender to enter into possession of the Project and to perform any and all work and labor necessary for the completion of the Project substantially in accordance with the Plans and Specifications, if any, and to perform Borrower's obligations under this Borrower Loan Agreement. All sums expended by Funding Lender for such purposes shall be deemed to have been disbursed to and borrowed by Borrower and shall be secured by the Security Documents.

Section 8.2.10 Right to Directly Enforce. Notwithstanding any other provision hereof to the contrary, the Funding Lender shall have the right to directly enforce all rights and remedies hereunder with or without involvement of the Governmental Lender, provided that only the Governmental Lender may enforce the Unassigned Rights. In the event that any of the provisions set forth in this Section 8.2.10 are inconsistent with the covenants, terms and conditions of the Security Instrument, the covenants, terms and conditions of the Security Instrument, the covenants, terms and conditions of the Security.

Section 8.2.11 Power of Attorney. Effective upon the occurrence of an Event of Default, and continuing until and unless such Event of Default is cured or waived, Borrower hereby constitutes and appoints Funding Lender, or an independent contractor selected by Funding Lender, as its true and lawful attorney-in-fact with full power of substitution, for the purposes of completion of the Project and performance of Borrower's obligations under this Borrower Loan Agreement in the name of Borrower, and hereby empowers said attorney-in-fact to do any or all of the following upon the occurrence and continuation of an Event of Default (it being understood and agreed that said power of attorney shall be deemed to be a power coupled with an interest which cannot be revoked until full payment and performance of all obligations under this Borrower Loan Agreement and the other Borrower Loan Documents and the Funding Loan Documents):

(a) to use any of the funds of Borrower or Managing Member, including any balance of the Borrower Loan, as applicable, and any funds which may be held by Funding Lender for Borrower (including all funds in all deposit accounts in which Borrower has granted to Funding Lender a security interest), for the purpose of effecting completion of the construction or rehabilitation, as the case may be, of the Improvements, in the manner called for by the Plans and Specifications;

(b) to make such additions, changes and corrections in the Plans and Specifications as shall be necessary or desirable to complete the Project in substantially the manner contemplated by the Plans and Specifications;

(c) to employ any contractors, subcontractors, agents, architects and inspectors required for said purposes;

(d) to employ attorneys to defend against attempts to interfere with the exercise of power granted hereby;

(e) to pay, settle or compromise all existing bills and claims which are or may be liens against the Project or the Improvements, or may be necessary or desirable for the completion of the construction or rehabilitation, as the case may be, of the Improvements, or clearance of objections to or encumbrances on title; (f) to execute all applications and certificates in the name of Borrower, which may be required by any other construction contract;

(g) to prosecute and defend all actions or proceedings in connection with the Project and to take such action, require such performance and do any and every other act as is deemed necessary with respect to the completion of the construction or rehabilitation, as the case may be, of the Improvements, which Borrower might do on its own behalf;

(h) to let new or additional contracts to the extent not prohibited by their existing contracts;

(i) to employ watchmen and erect security fences to protect the Project from injury; and

(j) to take such action and require such performance as it deems necessary under any of the bonds or insurance policies to be furnished hereunder, to make settlements and compromises with the sureties or insurers thereunder, and in connection therewith to execute instruments of release and satisfaction.

It is the intention of the parties hereto that upon the occurrence and continuance of an Event of Default, rights and remedies may be pursued pursuant to the terms of the Borrower Loan Documents and the Funding Loan Documents. The parties hereto acknowledge that, among the possible outcomes to the pursuit of such remedies, is the situation where the Funding Lender assignees or designees become the owner of the Project and assume the obligations identified above, and the Borrower Notes, the Borrower Loan and the other Borrower Loan Documents and Funding Loan Documents remain outstanding.

#### ARTICLE IX

#### **SPECIAL PROVISIONS**

#### Section 9.1 Sale of Notes and Secondary Market Transaction.

**Section 9.1.1 Cooperation**. Subject to the restrictions of Section 2.4 of the Funding Loan Agreement, at the Funding Lender's or the Servicer's request (to the extent not already required to be provided by the Borrower under this Borrower Loan Agreement), the Borrower shall use reasonable efforts to satisfy the market standards to which the Funding Lender or the Servicer customarily adheres or which may be reasonably required in the marketplace or by the Funding Lender or the Servicer in connection with one or more sales or assignments of all or a portion of the Governmental Lender Notes and the Funding Loan or participations therein or securitizations of single or multi-class securities (the "Securities") secured by or evidencing ownership interests in all or a portion of the Governmental Lender Notes and the Funding Loan (each such sale, assignment and/or securitization, a "Secondary Market Transaction"); provided that the Borrower shall not incur any third party or other out-of-pocket costs and expenses in connection with a Secondary Market Transaction, including the costs associated with the delivery of any Provided Information or any opinion required in connection therewith, and all such costs shall be paid by the Funding Lender or the Servicer, and shall not materially modify

Borrower's rights or obligations. Without limiting the generality of the foregoing, the Borrower shall, so long as the Borrower Loan is still outstanding:

(i) provide such financial and other information with respect to the (a) Borrower Loan, and with respect to the Project, the Borrower, the Manager, the contractor of the Project or the Borrower Controlling Entity, (ii) provide financial statements, audited, if available, relating to the Project with customary disclaimers for any forward looking statements or lack of audit, and (iii), at the expense of the Funding Lender or the Servicer, perform or permit or cause to be performed or permitted such site inspection, appraisals, surveys, market studies, environmental reviews and reports (Phase I's and, if appropriate, Phase II's), engineering reports and other due diligence investigations of the Project, as may be reasonably requested from time to time by the Funding Lender or the Servicer or the Rating Agencies or as may be necessary or appropriate in connection with a Secondary Market Transaction or Exchange Act requirements (the items provided to the Funding Lender or the Servicer pursuant to this paragraph (a) being called the "Provided Information"), together, if customary, with appropriate verification of and/or consents to the Provided Information through letters of auditors or opinions of counsel of independent attorneys acceptable to the Funding Lender or the Servicer and the Rating Agencies;

(b) make such representations and warranties as of the closing date of any Secondary Market Transaction with respect to the Project, the Borrower, the Borrower Loan Documents and the Funding Loan Documents reasonably acceptable to the Funding Lender or the Servicer, consistent with the facts covered by such representations and warranties as they exist on the date thereof; and

(c) execute such amendments to the Borrower Loan Documents and the Funding Loan Documents to accommodate such Secondary Market Transaction so long as such amendment does not affect the material economic terms of the Borrower Loan Documents and the Funding Loan Documents and is not otherwise adverse to the Borrower in its reasonable discretion.

**Section 9.1.2 Use of Information**. The Borrower understands that certain of the Provided Information and the required records may be included in disclosure documents in connection with a Secondary Market Transaction, including a prospectus or private placement memorandum (each, a "Secondary Market Disclosure Document"), or provided or made available to investors or prospective investors in the Securities, the Rating Agencies and service providers or other parties relating to the Secondary Market Transaction. In the event that the Secondary Market Disclosure Document is required to be revised, the Borrower shall cooperate, subject to Section 9.1.1(c) hereof, with the Funding Lender and the Servicer in updating the Provided Information or required records for inclusion or summary in the Secondary Market Disclosure Document or for other use reasonably required in connection with a Secondary Market Transaction by providing all current information pertaining to the Borrower and the Project necessary to keep the Secondary Market Disclosure Document accurate and complete in all material respects with respect to such matters. The Borrower hereby consents to any and all such disclosures of such information.

Section 9.1.3 Borrower Obligations Regarding Secondary Market Disclosure Documents. In connection with a Secondary Market Disclosure Document, the Borrower shall provide, or in the case of a Borrower-engaged third party such as the Manager, cause it to provide, information reasonably requested by the Funding Lender pertaining to the Borrower, the Project or such third party (and portions of any other sections reasonably requested by the Funding Lender pertaining to the Borrower, the Project or the third party). The Borrower shall, if requested by the Funding Lender and the Servicer, certify in writing that the Borrower has carefully examined those portions of such Secondary Market Disclosure Document, pertaining to the Borrower, the Project or the Manager, and such portions (and portions of any other sections reasonably requested and pertaining to the Borrower, the Project or the Manager) do not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading; provided that the Borrower shall not be required to make any representations or warranties regarding any Provided Information obtained from a third party except with respect to information it provided to such parties. Furthermore, the Borrower hereby indemnifies the Funding Lender and the Servicer for any Liabilities to which any such parties may become subject to the extent such Liabilities arise out of or are based upon the use of the Provided Information in a Secondary Market Disclosure Document.

Section 9.1.4 Borrower Indemnity Regarding Filings. In connection with filings under the Exchange Act or the Securities Act, the Borrower shall (i) indemnify Funding Lender, the Governmental Lender and the underwriter group for any securities (the "Underwriter Group") for any Liabilities to which Funding Lender, the Servicer, the Governmental Lender, its officers and officials, or the Underwriter Group may become subject insofar as the Liabilities arise out of or are based upon the omission or alleged omission to state in the Provided Information of a material fact required to be stated in the Provided Information in order to make the statements in the Provided Information, in the light of the circumstances under which they were made not misleading and (ii) reimburse the Funding Lender, the Servicer, the Governmental Lender or the Underwriter Group and other indemnified parties listed above for any legal or other expenses reasonably incurred by the Funding Lender, the Servicer, the Governmental Lender or the Underwriter Group in connection with defending or investigating the Liabilities; provided that the Borrower shall not provide any indemnification regarding any Provided Information obtained from unrelated third parties except with respect to information it provided to such parties.

**Section 9.1.5 Indemnification Procedure.** Promptly after receipt by an indemnified party under Sections 9.1.3 and 9.1.4 hereof of notice of the commencement of any action for which a claim for indemnification is to be made against the Borrower, such indemnified party shall notify the Borrower in writing of such commencement, but the omission to so notify the Borrower will not relieve the Borrower from any liability that it may have to any indemnified party hereunder except to the extent that failure to notify causes prejudice to the Borrower. In the event that any action is brought against any indemnified party, and it notifies the Borrower of the commencement thereof, the Borrower will be entitled, jointly with any other indemnifying party, to participate therein and, to the extent that it (or they) may elect by Written Notice delivered to the indemnified party promptly after receiving the aforesaid notice of commencement, to assume the defense thereof with counsel selected by the Borrower and reasonably satisfactory to such indemnified party in its sole discretion. After notice from the Borrower to such indemnified party

under this Section 9.1.5, the Borrower shall not be responsible for any legal or other expenses subsequently incurred by such indemnified party in connection with the defense thereof other than reasonable costs of investigation. No indemnified party shall settle or compromise any claim for which the Borrower may be liable hereunder without the prior Written Consent of the Borrower.

**Section 9.1.6 Contribution**. In order to provide for just and equitable contribution in circumstances in which the indemnity agreement provided for in Section 9.1.4 hereof is for any reason held to be unenforceable by an indemnified party in respect of any Liabilities (or action in respect thereof) referred to therein which would otherwise be indemnifiable under Section 9.1.4 hereof, the Borrower shall contribute to the amount paid or payable by the indemnified party as a result of such Liabilities (or action in respect thereof); provided, however, that no Person guilty of fraudulent misrepresentation (within the meaning of Section 10(f) of the Securities Act) shall be entitled to contribution from any Person not guilty of such fraudulent misrepresentation. In determining the amount of contribution to which the respective parties are entitled, the following factors shall be considered: (i) the indemnified parties and the Borrower's relative knowledge and access to information concerning the matter with respect to which the claim was asserted; (ii) the opportunity to correct and prevent any statement or omission; and (iii) any other equitable considerations appropriate in the circumstances. The parties hereto hereby agree that it may not be equitable if the amount of such contribution were determined by pro rata or per capita allocation.

# ARTICLE X

#### MISCELLANEOUS

**Section 10.1 Notices.** All notices, consents, approvals and requests required or permitted hereunder or under any other Borrower Loan Document or Funding Loan Document (a "notice") shall be deemed to be given and made when delivered by hand, by recognized overnight delivery service, confirmed facsimile transmission (provided any telecopy or other electronic transmission received by any party after 4:00 p.m., local time, as evidenced by the time shown on such transmission, shall be deemed to have been received the following Business Day), or five (5) calendar days after deposited in the United States mail, registered or certified, postage prepaid, with return receipt requested, addressed as follows:

If to the Borrower:	Carroll Tower Preservation LLC 225 West Washington Street, Suite 1450 Chicago, Illinois 60606 Attention: Robert C. King Facsimile: [()]
With a copy to:	David P. Cohen, Esq. Katten Muchin Rosenman LLP 525 West Monroe Street Chicago, Illinois 60661

and a copy to:	Boston Capital Corporation One Boston Place Boston, Massachusetts 02108 Attention: [] Facsimile: [()]
If to the Governmental Lender:	The County of Kane, Illinois 719 South Batavia Avenue Building A Geneva, Illinois 60134 Attention: [] Facsimile: [()]
If to the Funding Lender:	Citibank, N.A. 390 Greenwich Street, 2nd Floor New York, New York 10013 Attention: Transaction Management Group Re: Carroll Tower Deal No. [] Facsimile: (212) 723-8209
And to:	Citibank, N.A. 325 East Hillcrest Drive, Suite 160 Thousand Oaks, California 91360 Attention: Operations Manager/Asset Manager Re: Carroll Tower Deal No. [] Facsimile: (805) 557-0924
And if prior to the Conversion Date:	Citibank, N.A. [] [] Attention: Account Specialist Re: Carroll Tower Deal No. [] Facsimile:
Following the Conversion Date, with a copy to:	<ul> <li>Citibank, N.A., c/o Berkadia Commercial Servicing Department</li> <li>323 Norristown Road, Suite 300</li> <li>Ambler, Pennsylvania 19002</li> <li>Attention: Client Relations Manager</li> <li>Re: Carroll Tower Deal No. []</li> <li>Facsimile: (215) 328-0305</li> </ul>

and a copy of any notices of default sent to:

Citibank, N.A. 388 Greenwich Street New York, New York 10013 Attention: General Counsel's Office Re: Carroll Tower Deal No. [\_\_\_\_] Facsimile: (646) 291-5754

Any party may change such party's address for the notice or demands required under this Borrower Loan Agreement by providing written notice of such change of address to the other parties by written notice as provided herein.

**Section 10.2 Brokers and Financial Advisors**. The Borrower hereby represents that it has dealt with no financial advisors, brokers, underwriters, placement agents, agents or finders in connection with the Borrower Loan, other than those disclosed to the Funding Lender and whose fees shall be paid by the Borrower pursuant to separate agreements. The Borrower and the Funding Lender shall indemnify and hold the other harmless from and against any and all claims, liabilities, costs and expenses of any kind in any way relating to or arising from a claim by any Person that such Person acted on behalf of the indemnifying party in connection with the transactions contemplated herein. The provisions of this Section 10.2 shall survive the expiration and termination of this Borrower Loan Agreement and the repayment of the Borrower Payment Obligations.

Section 10.3 Survival. This Borrower Loan Agreement and all covenants, agreements, representations and warranties made herein and in the certificates delivered pursuant hereto shall survive the making by the Governmental Lender of the Borrower Loan and the execution and delivery to the Governmental Lender of the Borrower Note and the assignment of the Borrower Notes to the Funding Lender, and shall continue in full force and effect so long as all or any of the Borrower Payment Obligations is unpaid. All the Borrower's covenants and agreements in this Borrower Loan Agreement shall inure to the benefit of the respective legal representatives, successors and assigns of the Governmental Lender, the Funding Lender and the Servicer.

**Section 10.4 Preferences.** The Governmental Lender shall have the continuing and exclusive right to apply or reverse and reapply any and all payments by the Borrower to any portion of the Borrower Payment Obligations. To the extent the Borrower makes a payment to the Governmental Lender or the Servicer, or the Governmental Lender or the Servicer receives proceeds of any collateral, which is in whole or part subsequently invalidated, declared to be fraudulent or preferential, set aside or required to be repaid to a trustee, receiver or any other party under any bankruptcy law, state or federal law, common law or equitable cause, then, to the extent of such payment or proceeds received, the Borrower Payment Obligations or part thereof intended to be satisfied shall be revived and continue in full force and effect, as if such payment or proceeds had not been received by the Governmental Lender or the Servicer.

Section 10.5 Waiver of Notice. The Borrower shall not be entitled to any notices of any nature whatsoever from the Funding Lender or the Servicer except with respect to matters for which this Borrower Loan Agreement or any other Borrower Loan Document specifically and expressly provides for the giving of notice by the Funding Lender or the Servicer, as the case may be, to the Borrower and except with respect to matters for which the Borrower is not, pursuant to applicable Legal Requirements, permitted to waive the giving of notice. The Borrower hereby expressly waives the right to receive any notice from the Funding Lender or the Servicer, as the case may be, with respect to any matter for which no Borrower Loan Document specifically and expressly provides for the giving of notice by the Funding Lender or the Servicer to the Borrower.

Section 10.6 Offsets, Counterclaims and Defenses. The Borrower hereby waives the right to assert a counterclaim, other than a compulsory counterclaim, in any action or proceeding brought against it by the Funding Lender or the Servicer with respect to a Borrower Loan Payment. Any assignee of Funding Lender's interest in and to the Borrower Loan Documents or the Funding Loan Documents shall take the same free and clear of all offsets, counterclaims or defenses that are unrelated to the Borrower Loan Documents or the Funding Loan Documents have against any assignor of such documents, and no such unrelated offset, counterclaim or defense shall be interposed or asserted by the Borrower in any action or proceeding brought by any such assignee upon such documents, and any such right to interpose or assert any such unrelated offset, counterclaim or defense in any such action or proceeding is hereby expressly waived by the Borrower.

Section 10.7 Publicity. The Funding Lender and the Servicer (and any Affiliates of either party) shall have the right to issue press releases, advertisements and other promotional materials describing the Funding Lender's or the Servicer's participation in the making of the Borrower Loan or the Borrower Loan's inclusion in any Secondary Market Transaction effectuated by the Funding Lender or the Servicer or one of its or their Affiliates. All news releases, publicity or advertising by the Borrower or Borrower Affiliates through any media intended to reach the general public, which refers to the Borrower Loan Documents or the Funding Lender or the Servicer in a Secondary Market Transaction, shall be subject to the prior Written Consent of the Funding Lender or the Servicer, as applicable.

Section 10.8 Construction of Documents. The parties hereto acknowledge that they were represented by counsel in connection with the negotiation and drafting of the Borrower Loan Documents and the Funding Loan Documents and that the Borrower Loan Documents and the Funding Loan Documents shall not be subject to the principle of construing their meaning against the party that drafted them.

**Section 10.9** No Third Party Beneficiaries. The Borrower Loan Documents and the Funding Loan Documents are solely for the benefit of the Governmental Lender, the Funding Lender, the Servicer and the Borrower and, with respect to Sections 9.1.3 and 9.1.4 hereof, the Underwriter Group, and nothing contained in any Borrower Loan Document shall be deemed to confer upon anyone other than the Governmental Lender, the Funding Lender, the Servicer, and the Borrower any right to insist upon or to enforce the performance or observance of any of the obligations contained therein.

Section 10.10 Assignment. The Borrower Loan, the Security Instrument, the Borrower Loan Documents and the Funding Loan Documents and all Funding Lender's rights, title,

obligations and interests therein may be assigned by the Funding Lender, at any time in its sole discretion, whether by operation of law (pursuant to a merger or other successor in interest) or otherwise. Upon such assignment, all references to Funding Lender in this Borrower Loan Agreement and in any Borrower Loan Document shall be deemed to refer to such assignee or successor in interest and such assignee or successor in interest shall thereafter stand in the place of the Funding Lender. Borrower shall accord full recognition to any such assignment, and all rights and remedies of Funding Lender in connection with the interest so assigned shall be as fully enforceable by such assignee as they were by Funding Lender before such assignment. In connection with any proposed assignment, Funding Lender may disclose to the proposed assignee any information that Borrower has delivered, or caused to be delivered, to Funding Lender with reference to Borrower, Managing Member, Guarantor or any Borrower Affiliate, or the Project, including information that Borrower is required to deliver to Funding Lender pursuant to this Borrower Loan Agreement, provided that such proposed assignee agrees to treat such information as confidential. The Borrower may not assign its rights, interests or obligations under this Borrower Loan Agreement or under any of the Borrower Loan Documents or Funding Loan Documents, or Borrower's interest in any moneys to be disbursed or advanced hereunder, except only as may be expressly permitted hereby.

#### Section 10.11 [Intentionally Omitted].

Section 10.12 Governmental Lender, Funding Lender and Servicer Not in Control; No Partnership. None of the covenants or other provisions contained in this Borrower Loan Agreement shall, or shall be deemed to, give the Governmental Lender, the Funding Lender or the Servicer the right or power to exercise control over the affairs or management of the Borrower, the power of the Governmental Lender, the Funding Lender and the Servicer being limited to the rights to exercise the remedies referred to in the Borrower Loan Documents and the Funding Loan Documents. The relationship between the Borrower and the Governmental Lender, the Funding Lender and the Servicer is, and at all times shall remain, solely that of debtor and creditor. No covenant or provision of the Borrower Loan Documents or the Funding Loan Documents is intended, nor shall it be deemed or construed, to create a partnership, joint venture, agency or common interest in profits or income between the Borrower and the Governmental Lender, the Funding Lender or the Servicer or to create an equity in the Project in the Governmental Lender, the Funding Lender or the Servicer. Neither the Governmental Lender, the Funding Lender nor the Servicer undertakes or assumes any responsibility or duty to the Borrower or to any other person with respect to the Project or the Borrower Loan, except as expressly provided in the Borrower Loan Documents or the Funding Loan Documents; and notwithstanding any other provision of the Borrower Loan Documents and the Funding Loan Documents: (1) the Governmental Lender, the Funding Lender and the Servicer are not, and shall not be construed as, a partner, joint venturer, alter ego, manager, controlling person or other business associate or participant of any kind of the Borrower or its stockholders, members, or partners and the Governmental Lender, the Funding Lender and the Servicer do not intend to ever assume such status; (2) the Governmental Lender, the Funding Lender and the Servicer shall in no event be liable for any the Borrower Payment Obligations, expenses or losses incurred or sustained by the Borrower; and (3) the Governmental Lender, the Funding Lender and the Servicer shall not be deemed responsible for or a participant in any acts, omissions or decisions of the Borrower, the Borrower Controlling Entities or its stockholders, members, or partners. The Governmental Lender, the Funding Lender, the Servicer and the Borrower disclaim any intention

to create any partnership, joint venture, agency or common interest in profits or income between the Governmental Lender, the Funding Lender, the Servicer and the Borrower, or to create an equity in the Project in the Funding Lender or the Servicer, or any sharing of liabilities, losses, costs or expenses.

Section 10.13 Release. The Borrower hereby acknowledges that it is executing this Borrower Loan Agreement and each of the Borrower Loan Documents and the Funding Loan Documents to which it is a party as its own voluntary act free from duress and undue influence.

Section 10.14 Term of Borrower Loan Agreement. This Borrower Loan Agreement shall be in full force and effect until all payment obligations of the Borrower hereunder have been paid in full and the Borrower Loan and the Funding Loan have been retired or the payment thereof has been provided for; except that on and after payment in full of both Borrower Notes, this Borrower Loan Agreement shall be terminated, without further action by the parties hereto; provided, however, that the obligations of the Borrower under Sections 5.11 (Governmental Lender's Fees), 5.14 (Expenses), 5.15 (Indemnity), 9.1.3, 9.1.4, 9.1.5, 9.1.6 and 10.15 (Reimbursement of Expenses) hereof, as well as under Section 5.7 of the Construction Funding Agreement, shall survive the termination of this Borrower Loan Agreement.

Section 10.15 Reimbursement of Expenses. If, upon or after the occurrence of any Event of Default or Potential Default, the Governmental Lender, the Funding Lender or the Servicer shall employ attorneys or incur other expenses for the enforcement of performance or observance of any obligation or agreement on the part of the Borrower contained herein, the Borrower will on demand therefor reimburse the Governmental Lender, the Funding Lender and the Servicer for fees of such attorneys and such other expenses so incurred.

The Borrower's obligation to pay the amounts required to be paid under this Section 10.15 shall be subordinate to its obligations to make payments under the Borrower Notes.

Section 10.16 Permitted Contests. Notwithstanding anything to the contrary contained in this Borrower Loan Agreement, Borrower shall have the right to contest or object in good faith to any claim, demand, levy or assessment (other than in respect of Debt or Contractual Obligations of Borrower under any Borrower Loan Document or Related Document) by appropriate legal proceedings that are not prejudicial to Funding Lender's rights, but this shall not be deemed or construed as in any way relieving, modifying or providing any extension of time with respect to Borrower's covenant to pay and comply with any such claim, demand, levy or assessment, unless Borrower shall have given prior Written Notice to the Governmental Lender and the Funding Lender of Borrower's intent to so contest or object thereto, and unless (i) Borrower has, in the Governmental Lender's and the Funding Lender's judgment, a reasonable basis for such contest, (ii) Borrower pays when due any portion of the claim, demand, levy or assessment to which Borrower does not object, (iii) Borrower demonstrates to Funding Lender's satisfaction that such legal proceedings shall conclusively operate to prevent enforcement prior to final determination of such proceedings, (iv) Borrower furnishes such bond, surety, undertaking or other security in connection therewith as required by law, or as requested by and satisfactory to Funding Lender, to stay such proceeding, which bond, surety, undertaking or other security shall be issued by a bonding company, insurer or surety company reasonably satisfactory to Funding Lender and shall be sufficient to cause the claim, demand, levy or assessment to be insured against by the Title Company or removed as a lien against the Project, (v) Borrower at all times prosecutes the contest with due diligence, and (vi) Borrower pays, promptly following a determination of the amount of such claim, demand, levy or assessment due and owing by Borrower, the amount so determined to be due and owing by Borrower. In the event that Borrower does not make, promptly following a determination of the amount of such claim, demand, levy or assessment due and owing by Borrower, any payment required to be made pursuant to clause (vi) of the preceding sentence, an Event of Default shall have occurred, and Funding Lender may draw or realize upon any bond or other security delivered to Funding Lender in connection with the contest by Borrower, in order to make such payment.

Section 10.17 Funding Lender Approval of Instruments and Parties. All proceedings taken in accordance with transactions provided for herein, and all surveys, appraisals and documents required or contemplated by this Borrower Loan Agreement and the persons responsible for the execution and preparation thereof, shall be satisfactory to and subject to approval by Funding Lender. Funding Lender's approval of any matter in connection with the Project shall be for the sole purpose of protecting the security and rights of Funding Lender. No such approval shall result in a waiver of any default of Borrower. In no event shall Funding Lender's approval be a representation of any kind with regard to the matter being approved.

Section 10.18 Funding Lender Determination of Facts. Funding Lender shall at all times be free to establish independently, to its reasonable satisfaction, the existence or nonexistence of any fact or facts, the existence or nonexistence of which is a condition of this Borrower Loan Agreement.

**Section 10.19 Calendar Months.** With respect to any payment or obligation that is due or required to be performed within a specified number of Calendar Months after a specified date, such payment or obligation shall become due on the day in the last of such specified number of Calendar Months that corresponds numerically to the date so specified; provided, however, that with respect to any obligation as to which such specified date is the 29<sup>th</sup>, 30<sup>th</sup> or 31<sup>st</sup> day of any Calendar Month: if the Calendar Month in which such payment or obligation would otherwise become due does not have a numerically corresponding date, such obligation shall become due on the first day of the next succeeding Calendar Month.

Section 10.20 Determinations by Lender. Except to the extent expressly set forth in this Borrower Loan Agreement to the contrary, in any instance where the consent or approval of the Governmental Lender and the Funding Lender may be given or is required, or where any determination, judgment or decision is to be rendered by the Governmental Lender and the Funding Lender under this Borrower Loan Agreement, the granting, withholding or denial of such consent or approval and the rendering of such determination, judgment or decision shall be made or exercised by the Governmental Lender and the Funding Lender, as applicable (or its designated representative) at its sole and exclusive option and in its sole and absolute discretion.

**Section 10.21 Governing Law.** This Borrower Loan Agreement shall be governed by and enforced in accordance with the laws of the State, without giving effect to the choice of law principles of the State that would require the application of the laws of a jurisdiction other than the State.

Section 10.22 Consent to Jurisdiction and Venue. Borrower agrees that any controversy arising under or in relation to this Borrower Loan Agreement shall be litigated exclusively in the State. The state and federal courts and authorities with jurisdiction in the State shall have exclusive jurisdiction over all controversies which shall arise under or in relation to this Borrower Loan Agreement. Borrower irrevocably consents to service, jurisdiction, and venue of such courts for any such litigation and waives any other venue to which it might be entitled by virtue of domicile, habitual residence or otherwise. However, nothing herein is intended to limit Beneficiary Parties' right to bring any suit, action or proceeding relating to matters arising under this Borrower Loan Agreement against Borrower or any of Borrower's assets in any court of any other jurisdiction.

Section 10.23 Successors and Assigns. This Borrower Loan Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, successors-in-interest and assigns, as appropriate. The terms used to designate any of the parties herein shall be deemed to include the heirs, legal representatives, successors, successors-in-interest and assigns, as appropriate, of such parties. References to a "person" or "persons" shall be deemed to include individuals and entities.

**Section 10.24 Severability.** The invalidity, illegality or unenforceability of any provision of this Borrower Loan Agreement shall not affect the validity, legality or enforceability of any other provision, and all other provisions shall remain in full force and effect.

Section 10.25 Entire Agreement; Amendment and Waiver. This Borrower Loan Agreement contains the complete and entire understanding of the parties with respect to the matters covered. This Borrower Loan Agreement may not be amended, modified or changed, nor shall any waiver of any provision hereof be effective, except by a written instrument signed by the party against whom enforcement of the waiver, amendment, change, or modification is sought, and then only to the extent set forth in that instrument. No specific waiver of any of the terms of this Borrower Loan Agreement shall be considered as a general waiver. Without limiting the generality of the foregoing, no Disbursement shall constitute a waiver of any conditions to the Governmental Lender's or the Funding Lender's obligation to make further Disbursements nor, in the event Borrower is unable to satisfy any such conditions, shall any such waiver have the effect of precluding the Governmental Lender or the Funding Lender from thereafter declaring such inability to constitute a Potential Default or Event of Default under this Borrower Loan Agreement.

Section 10.26 Counterparts. This Borrower Loan Agreement may be executed in multiple counterparts, each of which shall constitute an original document and all of which together shall constitute one agreement.

**Section 10.27 Captions.** The captions of the sections of this Borrower Loan Agreement are for convenience only and shall be disregarded in construing this Borrower Loan Agreement.

Section 10.28 Servicer. Borrower hereby acknowledges and agrees that, pursuant to the terms of Section 39 of the Security Instrument: (a) from time to time, the Governmental Lender or the Funding Lender may appoint a servicer to collect payments, escrows and deposits, to give and to receive notices under the Borrower Note, this Borrower Loan Agreement or the other

Borrower Loan Documents, and to otherwise service the Borrower Loan and (b) unless Borrower receives Written Notice from the Governmental Lender or the Funding Lender to the contrary, any action or right which shall or may be taken or exercised by the Governmental Lender or the Funding Lender may be taken or exercised by such servicer with the same force and effect.

Section 10.29 Beneficiary Parties as Third Party Beneficiary. Each of the Beneficiary Parties shall be a third party beneficiary of this Borrower Loan Agreement for all purposes.

Section 10.30 Waiver of Trial by Jury. IF AND TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, EACH OF BORROWER AND THE BENEFICIARY PARTIES (A) COVENANTS AND AGREES NOT TO ELECT A TRIAL BY JURY WITH RESPECT TO ANY ISSUE ARISING OUT OF THIS BORROWER LOAN AGREEMENT OR THE RELATIONSHIP BETWEEN THE PARTIES THAT IS TRIABLE OF RIGHT BY A JURY AND (B) WAIVES ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO SUCH ISSUE TO THE EXTENT THAT ANY SUCH RIGHT EXISTS NOW OR IN THE FUTURE. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS SEPARATELY GIVEN BY EACH PARTY, KNOWINGLY AND VOLUNTARILY WITH THE BENEFIT OF COMPETENT LEGAL COUNSEL.

Section 10.31 Time of the Essence. Time is of the essence with respect to this Borrower Loan Agreement.

Section 10.32 Modifications. Modifications (if any) to this Borrower Loan Agreement ("Modifications") are set forth on Exhibit A attached to this Borrower Loan Agreement. In the event of a Transfer under the terms of the Security Instrument, some or all of the Modifications to this Borrower Loan Agreement may be modified or rendered void by the Governmental Lender or the Funding Lender at its option by notice to Borrower or such transferee.

Section 10.33 Reference Date. This Borrower Loan Agreement is dated for reference purposes only as of the first day of October 1, 2016, and will not be effective and binding on the parties hereto unless and until the Closing Date (as defined herein) occurs.

# ARTICLE XI

# LIMITATIONS ON LIABILITY

**Section 11.1 Limitation on Liability.** Notwithstanding anything to the contrary herein, the liability of the Borrower hereunder and under the other Borrower Loan Documents and the Funding Loan Documents shall be limited to the extent set forth in the Borrower Notes.

**Section 11.2 Limitation on Liability of Governmental Lender**. The Governmental Lender shall not be obligated to pay the principal (or prepayment price) of or interest on the Funding Loan, except from moneys and assets received by the Fiscal Agent or the Funding Lender on behalf of the Governmental Lender pursuant to this Borrower Loan Agreement. Neither the faith and credit nor the taxing power of the State, or any political subdivision thereof, nor the faith and credit of the Governmental Lender is pledged to the payment of the principal (or prepayment price) of or interest on the Funding Loan. The Governmental Lender shall not be liable for any costs, expenses, losses, damages, claims or actions, of any conceivable kind on any

conceivable theory, under or by reason of or in connection with this Borrower Loan Agreement or the Funding Loan Agreement, except only to the extent amounts are received for the payment thereof from the Borrower under this Borrower Loan Agreement.

The Borrower hereby acknowledges that the Governmental Lender's sole source of moneys to repay the Funding Loan will be provided by the payments made by the Borrower pursuant to this Borrower Loan Agreement, together with investment income on certain funds and accounts held by the Funding Lender under the Funding Loan Agreement, and hereby agrees that if the payments to be made hereunder shall ever prove insufficient to pay all principal (or prepayment price) of and interest on the Funding Loan as the same shall become due (whether by maturity, redemption, acceleration or otherwise), then upon notice from the Funding Lender or the Servicer, the Borrower shall pay such amounts as are required from time to time to prevent any deficiency or default in the payment of such principal (or prepayment price) of or interest on the Funding Loan, including, but not limited to, any deficiency caused by acts, omissions, nonfeasance or malfeasance on the part of the Funding Lender, the Borrower, the Governmental Lender or any third party, subject to any right of reimbursement from the Funding Lender, the Governmental Lender or any such third party, as the case may be, therefor.

Section 11.3 Waiver of Personal Liability. No member, officer, agent or employee of the Governmental Lender or any director, officer, agent or employee of the Governmental Lender shall be individually or personally liable for the payment of any principal (or prepayment price) of or interest on the Funding Loan or any other sum hereunder or be subject to any personal liability or accountability by reason of the execution and delivery of this Borrower Loan Agreement; but nothing herein contained shall relieve any such member, director, officer, agent or employee from the performance of any official duty provided by law or by this Borrower Loan Agreement.

#### Section 11.4 Limitation on Liability of Funding Lender's Officers, Employees, Etc.

(a) Borrower assumes all risks of the acts or omissions of the Governmental Lender and the Funding Lender, provided, however, this assumption is not intended to, and shall not, preclude Borrower from pursuing such rights and remedies as it may have against the Governmental Lender and the Funding Lender at law or under any other agreement. None of Governmental Lender and the Funding Lender, nor the other Beneficiary Parties or their respective officers, directors, employees or agents shall be liable or responsible for (i) any acts or omissions of the Governmental Lender and the Funding Lender; or (ii) the validity, sufficiency or genuineness of any documents, or endorsements, even if such documents should in fact prove to be in any or all respects invalid, insufficient, fraudulent or forged. In furtherance and not in limitation of the foregoing, the Governmental Lender and the Funding Lender may accept documents that appear on their face to be in order, without responsibility for further investigation, regardless of any notice or information to the contrary, unless acceptance in light of such notice or information constitutes gross negligence or willful misconduct on the part of the Governmental Lender and the Funding Lender.

(b) None of the Governmental Lender, the Funding Lender, the other Beneficiary Parties or any of their respective officers, directors, employees or agents shall

be liable to any contractor, subcontractor, supplier, laborer, architect, engineer or any other party for services performed or materials supplied in connection with the Project. The Governmental Lender and the Funding Lender shall not be liable for any debts or claims accruing in favor of any such parties against Borrower or others or against the Project. Borrower is not and shall not be an agent of the Governmental Lender and the Funding Lender for any purpose. Neither the Governmental Lender nor the Funding Lender is a joint venture partner with Borrower in any manner whatsoever. Prior to default by Borrower under this Borrower Loan Agreement and the exercise of remedies granted herein, the Governmental Lender and the Funding Lender shall not be deemed to be in privity of contract with any contractor or provider of services to the Project, nor shall any payment of funds directly to a contractor, subcontractor or provider of services be deemed to create any third party beneficiary status or recognition of same by the Governmental Lender and the Funding Lender. Approvals granted by the Governmental Lender and the Funding Lender for any matters covered under this Borrower Loan Agreement shall be narrowly construed to cover only the parties and facts identified in any written approval or, if not in writing, such approvals shall be solely for the benefit of Borrower.

(c) Any obligation or liability whatsoever of the Governmental Lender and the Funding Lender that may arise at any time under this Borrower Loan Agreement or any other Borrower Loan Document shall be satisfied, if at all, out of the Funding Lender's assets only. No such obligation or liability shall be personally binding upon, nor shall resort for the enforcement thereof be had to, the Project or any of the Governmental Lender's or the Funding Lender's shareholders (if any), directors, officers, employees or agents, regardless of whether such obligation or liability is in the nature of contract, tort or otherwise.

Section 11.5 Delivery of Reports, Etc. The delivery of reports, information and documents to the Governmental Lender and the Funding Lender as provided herein is for informational purposes only and the Governmental Lender's and the Funding Lender's receipt of such shall not constitute constructive knowledge of any information contained therein or determinable from information contained therein. The Governmental Lender and the Funding Lender shall have no duties or responsibilities except those that are specifically set forth herein, and no other duties or obligations shall be implied in this Borrower Loan Agreement against the Governmental Lender and the Funding Lender.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Borrower Loan Agreement or caused this Borrower Loan Agreement to be duly executed and delivered by its authorized representative as of the date first set forth above. The undersigned intends that this instrument shall be deemed to be signed and delivered as a sealed instrument.

#### **BORROWER:**

CARROLL TOWER PRESERVATION LLC, an Illinois limited liability company

By: CARROLL PROPERTIES, INC., an Illinois corporation, its managing member

By:\_\_\_

Robert C. King, President

(signatures follow on subsequent page)

# **GOVERNMENTAL LENDER:**

THE COUNTY OF KANE, ILLINOIS

By:	
Name:	
Title:	

Agreed to and Acknowledged by:

# **FUNDING LENDER:**

CITIBANK, N.A.

By:	_
Name:	
Title:	

CH2\18774276.2

# THE COUNTY OF KANE, ILLINOIS

Multifamily Housing Revenue Note, 2016 Series A (Carroll Tower)

and

Multifamily Housing Revenue Note, 2016 Series B (Carroll Tower)

# FUNDING LOAN AGREEMENT

among

CITIBANK, N.A., as Funding Lender

and

THE COUNTY OF KANE, ILLINOIS, as Governmental Lender

Dated as of October 1, 2016

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#### **FUNDING LOAN AGREEMENT**

This FUNDING LOAN AGREEMENT, dated as of October 1, 2016 (this "Funding Loan Agreement"), is entered into by CITIBANK, N.A., (together with any successor hereunder, the "Funding Lender") and THE COUNTY OF KANE, ILLINOIS, a duly organized and existing county created under the laws of the State of Illinois (together with its successors and assigns, the "Governmental Lender").

#### RECITALS

WHEREAS, the Governmental Lender is duly organized and existing under the provisions of the laws of the State of Illinois, and is now operating under and pursuant to the provisions of the Counties Code of the State of Illinois, 55 ILCS 5/1 *et seq.*, as amended (the "Counties Code"); and

WHEREAS, the Governmental Lender, acting as an "Authority," as that term is defined in the Industrial Building Revenue Bond Act, 50 ILCS 445/1 *et seq.*, as amended (the "Act"), is empowered to build, rebuild, acquire by gift or purchase, improve or extend an "industrial project" (as defined in the Act) (including a commercial project) within the physical boundaries of the County; and

WHEREAS, under the Act, the term "industrial project" includes a capital project, comprised of one or more buildings and other structures, improvements, machinery and equipment, whether or not on the same site or sites now existing or hereafter acquired, suitable for use by any commercial enterprise, and includes rental residential developments located within the jurisdiction of the Governmental Lender and intended to be occupied in part by persons of low and moderate income; and

WHEREAS, under the Act, the Governmental Lender is authorized: (a) to issue revenue bonds or notes to finance in whole or part the acquisition, construction, rebuilding, improvement or extension of an industrial project; (b) to loan the proceeds of its revenue bonds or notes to any commercial enterprise for the purpose of acquiring, purchasing or constructing industrial projects; and (c) to pledge the revenues and receipts to be received by the Governmental Lender from or in connection with such loans, and to mortgage, pledge or grant security interests in such loans in order to secure the payment of the principal of, prepayment premium, if any, on and interest on such revenue bonds or notes; and

WHEREAS, Carroll Tower Preservation LLC, an Illinois limited liability company (the "Borrower"), has requested the Governmental Lender to enter into this Funding Loan Agreement under which the Funding Lender (i) will advance funds (the "Funding Loan") to or for the account of the Governmental Lender, and (ii) apply the proceeds of the Funding Loan to make a loan (the "Borrower Loan") to the Borrower to finance the acquisition, rehabilitation and equipping of a 108 unit multifamily rental housing development located at 200 North Second Street, St. Charles, Illinois, known as Carroll Tower (the "Project"); and

WHEREAS, simultaneously with the delivery of this Funding Loan Agreement, the Governmental Lender and the Borrower will enter into a Borrower Loan Agreement of even date

herewith (as it may be supplemented or amended, the "Borrower Loan Agreement"), under which the Borrower agrees to make loan payments to the Governmental Lender in an amount which, when added to other funds available under this Funding Loan Agreement, will be sufficient to enable the Governmental Lender to repay the Funding Loan and to pay all costs and expenses related thereto when due; and

WHEREAS, to evidence its payment obligations under the Borrower Loan Agreement, the Borrower will execute and deliver to the Governmental Lender its Multifamily Note Series A (the "Series A Borrower Note") and its Multifamily Note Series B (the "Series B Borrower Note and together with the Series A Borrower Note, the "Borrower Notes") and the obligations of the Borrower under the Borrower Notes will be secured by a lien on and security interest in the Project pursuant to a Multifamily Mortgage, Assignment of Rents, Security Agreement and Fixture Filing of even date herewith (the "Security Instrument"), made by the Borrower in favor of the Governmental Lender, and assigned to the Funding Lender to secure the performance by the Governmental Lender of its obligations under the Funding Loan; and

WHEREAS, (a) the Governmental Lender has executed and delivered to the Funding Lender its Multifamily Housing Revenue Note, 2016 Series A (Carroll Tower) (the "Series A Governmental Lender Note") and its Multifamily Housing Revenue Note, 2016 Series B (Carroll Tower) (the "Series B Governmental Lender Note" and together with the Series A Governmental Lender Note, the "Governmental Lender Notes"), each dated as of the Closing Date (defined below), collectively evidencing its obligation to make the payments due to the Funding Lender under the Funding Loan as provided in this Funding Loan Agreement, (b) all things necessary to make the Funding Loan Agreement the valid, binding and legal limited obligation of the Governmental Lender, have been done and performed, and (c) the execution and delivery of this Funding Loan Agreement and the execution and delivery of the Governmental Lender Notes, subject to the terms hereof have in all respects been duly authorized;

NOW, THEREFORE, in consideration of the premises and the mutual representations, covenants and agreements herein contained, the parties hereto do hereby agree as follows:

# **ARTICLE I**

#### **DEFINITIONS; PRINCIPLES OF CONSTRUCTION**

**Section 1.1. Definitions.** For all purposes of this Funding Loan Agreement, except as otherwise expressly provided or unless the context otherwise clearly requires:

(a) Unless specifically defined herein, all capitalized terms shall have the meanings ascribed thereto in the Borrower Loan Agreement.

(b) The terms "herein, "hereof" and "hereunder" and other words of similar import refer to this Funding Loan Agreement as a whole and not to any particular Article, Section or other subdivision. The terms "agree" and "agreements" contained herein are intended to include and mean "covenant" and "covenants."

(c) All references made (i) in the neuter, masculine or feminine gender shall be deemed to have been made in all such genders, and (ii) in the singular or plural number shall be deemed to have been made, respectively, in the plural or singular number as well. Singular terms shall include the plural as well as the singular, and vice versa.

(d) All accounting terms not otherwise defined herein shall have the meanings assigned to them, and all computations herein provided for shall be made, in accordance with the Approved Accounting Method. All references herein to "Approved Accounting Method" refer to such principles as they exist at the date of application thereof.

(e) All references in this instrument to designated "Articles," "Sections" and other subdivisions are to the designated Articles, Sections and subdivisions of this instrument as originally executed.

(f) All references in this instrument to a separate instrument are to such separate instrument as the same may be amended or supplemented from time to time pursuant to the applicable provisions thereof.

(g) References to the Governmental Lender Notes as "tax exempt" or to the "tax exempt status" of the Governmental Lender Notes are to the exclusion of interest on the Governmental Lender Notes (other than any portion of the Governmental Lender Notes held by a "substantial user" of the Project or a "related person" within the meaning of Section 147 of the Code) from the gross income of their owners for federal income tax purposes pursuant to Section 103(a) of the Code.

(h) The following terms have the meanings set forth below:

"Act" means the Industrial Building Revenue Bond Act of the State of Illinois, as amended, 50 ILCS 445/1 et seq.

"Additional Borrower Payments" shall have the meaning given such term in the Borrower Loan Agreement.

"Approved Transferee" means (1) a "qualified institutional buyer" ("QIB") as defined in Rule 144A promulgated under the Securities Act of 1933, as in effect on the date hereof (the "Securities Act") that is a financial institution or commercial bank having capital and surplus of \$5,000,000,000 or more, (2) an affiliate of the Funding Lender, or (3) a trust or custodial arrangement established by the Funding Lender or one of its affiliates the beneficial interests in which will be owned only by QIBs.

"Authorized Amount" shall mean \$[LOAN AMOUNT], the maximum principal amount of the Funding Loan under this Funding Loan Agreement.

"Authorized Governmental Lender Representative" shall mean the Chairman or Vice Chairman of the County Board of the Governmental Lender, or the [County Treasurer or the County Clerk] of the Governmental Lender, or such other person at the time designated to act on behalf of the Governmental Lender as evidenced by a written certificate furnished to the Funding Lender and the Borrower containing the specimen signature of such person and signed on behalf of the Governmental Lender by an Authorized Governmental Lender Representative. Such certificate may designate an alternate or alternates, each of whom shall be entitled to perform all duties of the Authorized Governmental Lender Representative.

"Bond Counsel" shall mean Schiff Hardin LLP or any other attorney or firm of attorneys designated by the Governmental Lender and approved by the Funding Lender having a national reputation for skill in connection with the authorization and issuance of municipal obligations under Sections 103 and 141 through 150 (or any successor provisions) of the Code and the tax-exempt status of interest on those obligations.

"Bond Counsel Approving Opinion" shall mean an opinion of Bond Counsel substantially to the effect that the Governmental Lender Notes constitute valid and binding obligations of the Governmental Lender and that, under existing statutes, regulations published rulings and judicial decisions, the interest on the Governmental Lender Notes is excludable from gross income for federal income tax purposes (subject to the inclusion of such customary exceptions as are acceptable to the recipient thereof).

"Bond Counsel No Adverse Effect Opinion" shall mean an opinion of Bond Counsel to the effect that the taking of the action specified therein will not impair the exclusion of interest on the Governmental Lender Notes from gross income for purposes of federal income taxation (subject to the inclusion of such customary exceptions as are acceptable to the recipient thereof).

"Borrower" shall mean Carroll Tower Preservation LLC, an Illinois limited liability company.

"Borrower Loan" shall mean the mortgage loan made by the Governmental Lender to the Borrower pursuant to the Borrower Loan Agreement in the aggregate principal amount of the Borrower Loan Amount, as evidenced by the Borrower Notes.

"Borrower Loan Agreement" shall mean the Borrower Loan Agreement, of even date herewith, between the Governmental Lender and the Borrower, as supplemented, amended or replaced from time to time in accordance with its terms.

"Borrower Loan Agreement Default" shall mean any event of default set forth in 8.1 of the Borrower Loan Agreement. A Borrower Loan Agreement Default shall "exist" if a Borrower Loan Agreement Default shall have occurred and be continuing beyond any applicable cure period.

"Borrower Loan Amount" shall mean the amount of \$[LOAN AMOUNT].

"Borrower Loan Documents" shall have the meaning given such term in the Borrower Loan Agreement.

"Borrower Notes" shall mean as provided in the recitals hereto.

"Business Day" shall mean any day other than (i) a Saturday or a Sunday, or (ii) a day on which federally insured depository institutions in New York, New York are authorized or obligated by law, regulation, governmental decree or executive order to be closed.

"Closing Date" shall mean October \_\_, 2016, the date that initial Funding Loan proceeds are disbursed hereunder.

"Code" shall mean the Internal Revenue Code of 1986 as in effect on the Closing Date or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the Closing Date, together with applicable proposed, temporary and final regulations promulgated, and applicable official public guidance published, under the Code.

"Conditions to Conversion" shall have the meaning given such term in the Construction Funding Agreement.

"Construction Funding Agreement" means that certain Construction Funding Agreement of even date herewith between the Funding Lender, as agent for the Governmental Lender, and the Borrower, pursuant to which the Borrower Loan will be advanced by the Funding Lender (or the Servicer on its behalf), as agent of the Governmental Lender, to the Borrower and setting forth certain provisions relating to disbursement of the Borrower Loan during construction, insurance and other matters, as such agreement may be amended, modified, supplemented and replaced from time to time.

"Contingency Draw-Down Agreement" means the Contingency Draw-Down Agreement of even date herewith between the Funding Lender and the Borrower relating to possible conversion of the Funding Loan from a draw down loan to a fully funded loan.

"Control" shall mean, with respect to any Person, either (i) ownership directly or through other entities of more than 50% of all beneficial equity interest in such Person, or (ii) the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, through the ownership of voting securities, by contract or otherwise.

Counties Code" means the Counties Code of the State of Illinois, 55 ILCS 5/1 *et seq.*, as amended.

"Default" shall mean the occurrence of an event, which, under any Funding Loan Document, would, but for the giving of notice or passage of time, or both, be an event of default under the applicable Funding Loan Document or a Borrower Loan Agreement Default.

"Draw-Down Notice" shall mean a notice described in Section 1.01 of the Contingency Draw-Down Agreement regarding the conversion of the Funding Loan from a draw down loan to a fully funded loan.

"Event of Default" shall have the meaning ascribed thereto in Section 9.1 hereof.

"Fitch" shall mean Fitch, Inc.

"Funding Lender" shall mean Citibank N.A., a national banking association, and any successor under this Funding Loan Agreement and the Borrower Loan Documents.

"Funding Loan" shall mean as provided in the recitals hereto.

"Funding Loan Agreement" shall mean this Funding Loan Agreement, of even date herewith, by and between the Funding Lender and the Governmental Lender, as it may from time to time be supplemented, modified or amended by one or more indentures or other instruments supplemental thereto entered into pursuant to the applicable provisions thereof.

"Funding Loan Documents" shall mean (i) this Funding Loan Agreement, (ii) the Governmental Lender Notes, (iii) the Borrower Loan Agreement, (iv) the Regulatory Agreement, (v) the Tax Certificate, (vi) the Borrower Loan Documents, (vii) all other documents evidencing, securing, governing or otherwise pertaining to the Funding Loan, and (viii) all amendments, modifications, renewals and substitutions of any of the foregoing.

"Government Obligations" shall mean noncallable, nonprepayable (i) direct, general obligations of the United States of America, or (ii) any obligations unconditionally guaranteed as to the full and timely payment of all amounts due thereunder by the full faith and credit of the United States of America (including obligations held in book entry form), but specifically excluding any mutual funds or unit investment trusts invested in such obligations.

"Governmental Lender" shall mean The County of Kane, Illinois.

"Governmental Lender Notes" shall mean the Series A Governmental Lender Note and the Series B Governmental Lender Note and "Governmental Lender Note" shall mean one of such Governmental Lender Notes.

"Highest Rating Category" shall mean, with respect to a Permitted Investment, that the Permitted Investment is rated by S&P or Moody's in the highest rating given by that rating agency for that general category of security. By way of example, the Highest Rating Category for tax exempt municipal debt established by S&P is "A 1+" for debt with a term of one year or less and "AAA" for a term greater than one year, with corresponding ratings by Moody's of "MIG 1" (for fixed rate) or "VMIG 1" (for variable rate) for three months or less and "Aaa" for greater than three months. If at any time (i) both S&P and Moody's rate a Permitted Investment and (ii) one of those ratings is below the Highest Rating Category, then such Permitted Investment will, nevertheless, be deemed to be rated in the Highest Rating Category if the lower rating is no more than one rating category below the highest rating category of that rating agency. For example, a Permitted Investment rated "AAA" by S&P and "Aa3" by Moody's is rated in the Highest Rating Category. If, however, the lower rating is more than one full rating category below the Highest Rating Category of that rating agency, then the Permitted Investment will be deemed to be rated below the Highest Rating Category. For example, a Permitted Investment rated "AAA" by S&P and "A1" by Moody's is not rated in the Highest Rating Category.

"Maturity Date" shall mean with respect to the Series A Governmental Lender Note, \_\_\_\_\_\_1, 2049, and with respect to the Series B Governmental Lender Note, \_\_\_\_\_\_1, 2019. "Maximum Rate" shall mean the lesser of (i) 12% per annum and (ii) the maximum interest rate that may be paid on the Funding Loan under State law.

"Minimum Beneficial Ownership Amount" shall mean an amount no less than fifteen percent (15%) of the outstanding principal amount of the Funding Loan.

"Moody's" shall mean Moody's Investors Service, Inc., or its successor.

"Note Proceeds Account" means the Note Proceeds Account of the Project Fund established under Section 7.3.

"Noteowner" or "owner of the Governmental Lender Notes" means the owner, or as applicable, collectively the owners, of the Governmental Lender Notes as shown on the registration books maintained by the Funding Lender pursuant to Section 2.4(e).

"Negative Arbitrage Deposit" has the meaning set forth in the Contingency Draw-Down Agreement.

["Ongoing Governmental Lender Fee" shall mean the annual fee of the Governmental Lender in the amount of \$\_\_\_\_\_. The Ongoing Governmental Lender Fee is payable in equal semiannual installments in advance by the Borrower to the Governmental Lender on each \_\_\_\_\_ and \_\_\_\_\_, commencing on the Closing Date, so long as any portion of the Funding Loan is outstanding.]

"Opinion of Counsel" shall mean a written opinion from an attorney or firm of attorneys, acceptable to the Funding Lender and the Governmental Lender with experience in the matters to be covered in the opinion; provided that whenever an Opinion of Counsel is required to address the exclusion of interest on the Governmental Lender Notes from gross income for purposes of federal income taxation, such opinion shall be provided by Bond Counsel.

"Permitted Investments" shall mean, to the extent authorized by law for investment of any moneys held under this Funding Loan Agreement:

(a) Government Obligations.

(b) Direct obligations of, and obligations on which the full and timely payment of principal and interest is unconditionally guaranteed by, any agency or instrumentality of the United States of America (other than the Federal Home Loan Mortgage Corporation) or direct obligations of the World Bank, which obligations are rated in the Highest Rating Category.

(c) Obligations, in each case rated in the Highest Rating Category, of (i) any state or territory of the United States of America, (ii) any agency, instrumentality, authority or political subdivision of a state or territory or (iii) any public benefit or municipal corporation the principal of and interest on which are guaranteed by such state or political subdivision.

(d) Any written repurchase agreement entered into with a Qualified Financial Institution whose unsecured short term obligations are rated in the Highest Rating Category.

(e) Commercial paper rated in the Highest Rating Category.

(f) Interest bearing negotiable certificates of deposit, interest bearing time deposits, interest bearing savings accounts and bankers' acceptances, issued by a Qualified Financial Institution if either (i) the Qualified Financial Institution's unsecured short term obligations are rated in the Highest Rating Category or (ii) such deposits, accounts or acceptances are fully collateralized by investments described in clauses (a) or (b) of this definition or fully insured by the Federal Deposit Insurance Corporation.

(g) An agreement held by the Funding Lender for the investment of moneys at a guaranteed rate with a Qualified Financial Institution whose unsecured long term obligations are rated in the Highest Rating Category or the Second Highest Rating Category, or whose obligations are unconditionally guaranteed or insured by a Qualified Financial Institution whose unsecured long term obligations are rated in the Highest Rating Category or Second Highest Rating Category; provided that such agreement is in a form acceptable to the Funding Lender; and provided further that such agreement includes the following restrictions:

> (i) the invested funds will be available for withdrawal without penalty or premium, at any time that the Funding Lender is required to pay moneys from the Fund(s) established under this Funding Loan Agreement to which the agreement is applicable;

> (ii) the agreement, and if applicable the guarantee or insurance, is an unconditional and general obligation of the provider and, if applicable, the guarantor or insurer of the agreement, and ranks pari passu with all other unsecured unsubordinated obligations of the provider, and if applicable, the guarantor or insurer of the agreement;

> (iii) the Funding Lender receives an Opinion of Counsel, which may be subject to customary qualifications, that such agreement is legal, valid, binding and enforceable upon the provider in accordance with its terms and, if applicable, an Opinion of Counsel that any guaranty or insurance policy provided by a guarantor or insurer is legal, valid, binding and enforceable upon the guarantor or insurer in accordance with its terms; and

> (iv) the agreement provides that if during its term the rating of the Qualified Financial Institution providing, guaranteeing or insuring, as applicable, the agreement, is withdrawn, suspended by any Rating Agency or falls below the Second Highest Rating Category, the provider must, within ten days, either: (A) collateralize the agreement (if the agreement is not already collateralized) with Permitted Investments described in paragraph (a) or (b) by

depositing collateral with the Funding Lender or a third party custodian, such collateralization to be effected in a manner and in an amount reasonably satisfactory to the Funding Lender, or, if the agreement is already collateralized, increase the collateral with Permitted Investments described in paragraph (a) or (b) by depositing collateral with the Funding Lender or a third party custodian, in an amount reasonably satisfactory to the Funding Lender, (B) at the request of the Funding Lender, repay the principal of and accrued but unpaid interest on the investment, in either case with no penalty or premium unless required by law or (C) transfer the agreement, guarantee or insurance, as applicable, to a replacement provider, guarantor or insurer, as applicable, then meeting the requirements of a Qualified Financial Institution and whose unsecured long term obligations are then rated in the Highest Rating Category or the Second Highest Rating Category. The agreement may provide that the downgraded provider may elect which of the remedies to the down grade (other than the remedy set out in (B)) to perform.

Notwithstanding anything else in this Paragraph (g) to the contrary and with respect only to any agreement described in this Paragraph (g) or any guarantee or insurance for any such agreement which is to be in effect for any period after the Conversion Date, any reference in this Paragraph to the "Second Highest Rating Category" will be deemed deleted so that the only acceptable rating category for such an agreement, guarantee or insurance will be the Highest Rating Category.

(h) Subject to the ratings requirements set forth in this definition, shares in any money market mutual fund (including those of the Funding Lender or any of its affiliates) registered under the Investment Company Act of 1940, as amended, that have been rated "AAAmG" or "AAAm" by S&P or "Aaa" by Moody's so long as the portfolio of such money market mutual fund is limited to Government Obligations and agreements to repurchase Government Obligations. If approved in writing by the Funding Lender, a money market mutual fund portfolio may also contain obligations and agreements to repurchase obligations described in paragraphs (b) or (c), the money market mutual fund must be rated "AAAmG" or "AAAm" by S&P or "Aaa" by Moody's. If at any time (i) both S&P and Moody's rate a money market mutual fund and (ii) one of those ratings is below the level required by this paragraph, then such money market mutual fund will, nevertheless, be deemed to be rated in the Highest Rating Category if the lower rating agency.

(i) Any other investment authorized by the laws of the State, if such investment is approved in writing by the Funding Lender.

Permitted Investments shall not include any of the following:

(i) Except for any investment described in the next sentence, any investment with a final maturity or any agreement with a term greater than one year from the date of the investment. This exception (1) shall not apply to Permitted Investments listed in paragraphs (g) and (i).

(ii) Except for any obligation described in paragraph (a) or (b), any obligation with a purchase price greater or less than the par value of such obligation.

(iii) Any asset backed security, including mortgage backed securities, real estate mortgage investment conduits, collateralized mortgage obligations, credit card receivable asset backed securities and auto loan asset backed securities.

(iv) Any interest only or principal only stripped security.

(v) Any obligation bearing interest at an inverse floating rate.

(vi) Any investment which may be prepaid or called at a price less than its purchase price prior to stated maturity.

(vii) Any investment the interest rate on which is variable and is established other than by reference to a single index plus a fixed spread, if any, and which interest rate moves proportionately with that index.

(viii) Any investment described in paragraph (d) or (g) with, or guaranteed or insured by, a Qualified Financial Institution described in clause (iv) of the definition of Qualified Financial Institution if such institution does not agree to submit to jurisdiction, venue and service of process in the United States of America in the agreement relating to the investment.

(ix) Any investment to which S&P has added an "r" or "t" highlighter.

"Person" shall mean any individual, corporation, limited liability company, partnership, joint venture, estate, trust, unincorporated association, any federal, state, county or municipal government or any bureau, department or agency thereof, and any fiduciary acting in such capacity on behalf of any of the foregoing.

"Pledged Revenues" shall mean the amounts pledged under this Funding Loan Agreement to the payment of the principal of, prepayment premium, if any, and interest on the Funding Loan and the Governmental Lender Notes, consisting of the following: (i) all income, revenues, proceeds and other amounts to which the Governmental Lender is entitled (other than amounts received by the Governmental Lender with respect to the Unassigned Rights) derived from or in connection with the Project and the Funding Loan Documents, including all Borrower Loan Payments due under the Borrower Loan Agreement and the Borrower Notes, payments with respect to the Borrower Loan Payments and all amounts obtained through the exercise of the remedies provided in the Funding Loan Documents and all receipts credited under the provisions of this Funding Loan Agreement against said amounts payable, and (ii) moneys held in the funds and accounts established under this Funding Loan Agreement, together with investment earnings thereon.

"Prepayment Premium" shall mean (i) any premium payable by the Borrower pursuant to the Borrower Loan Documents in connection with a prepayment of the Borrower Notes (including any Prepayment Premium as set forth in the Borrower Notes) and (ii) any premium payable on the Governmental Lender Notes pursuant to this Funding Loan Agreement.

"Project" shall have the meaning given to that term in the Borrower Loan Agreement.

"Qualified Financial Institution" shall mean any (i) bank or trust company organized under the laws of any state of the United States of America, (ii) national banking association, (iii) savings bank, savings and loan association, or insurance company or association chartered or organized under the laws of any state of the United States of America, (iv) federal branch or agency pursuant to the International Banking Act of 1978 or any successor provisions of law or a domestic branch or agency of a foreign bank which branch or agency is duly licensed or authorized to do business under the laws of any state or territory of the United States of America, (v) government bond dealer reporting to, trading with, and recognized as a primary dealer by the Federal Reserve Bank of New York, (vi) securities dealer approved in writing by the Funding Lender the liquidation of which is subject to the Securities Investors Protection Corporation or other similar corporation and (vii) other entity which is acceptable to the Funding Lender. With respect to an entity which provides an agreement held by the Funding Lender for the investment of moneys at a guaranteed rate as set out in paragraph (g) of the definition of the term "Permitted Investments" or an entity which guarantees or insures, as applicable, the agreement, a "Qualified Financial Institution" may also be a corporation or limited liability company organized under the laws of any state of the United States of America.

"Rating Agency" shall mean any one and each of S&P, Moody's and Fitch then rating the Permitted Investments or any other nationally recognized statistical rating agency then rating the Permitted Investments, which has been approved by the Funding Lender.

"Regulatory Agreement" shall mean that certain Tax Regulatory Agreement, dated as of the date hereof, between the Governmental Lender and the Borrower, as hereafter amended or modified.

"Remaining Funding Loan Proceeds Account" has the meaning set forth in the Contingency Draw-Down Agreement.

"Remaining Funding Loan Proceeds Account Earnings Subaccount" has the meaning set forth in the Contingency Draw-Down Agreement.

"Required Transferee Representations" shall mean the representations in substantially the form attached to this Funding Loan Agreement as <u>Exhibit C</u>.

"Resolution" shall mean the resolution of the Governmental Lender authorizing the Funding Loan and the Governmental Lender Notes and the execution and delivery of the Funding Loan Documents to which the Governmental Lender is a party.

"Second Highest Rating Category" shall mean, with respect to a Permitted Investment, that the Permitted Investment is rated by S&P or Moody's in the second highest rating category given by that rating agency for that general category of security. By way of example, the Second

Highest Rating Category for tax exempt municipal debt established by S&P is "AA" for a term greater than one year, with corresponding ratings by Moody's of "Aa." If at any time (i) both S&P and Moody's rate a Permitted Investment and (ii) one of those ratings is below the Second Highest Rating Category, then such Permitted Investment will not be deemed to be rated in the Second Highest Rating Category. For example, an Investment rated "AA" by S&P and "A" by Moody's is not rated in the Second Highest Rating Category.

"Securities Act" shall mean the Securities Act of 1933, as amended.

"Security" shall mean the security for the performance by the Governmental Lender of its obligations under the Governmental Lender Notes and this Funding Loan Agreement as more fully set forth in Article IV hereof.

"Security Instrument" shall mean the Multifamily Mortgage, Assignment of Rents, Security Agreement and Fixture Filing (as amended, restated and/or supplemented from time to time) of even date herewith, made by the Borrower in favor of the Governmental Lender, as assigned to the Funding Lender to secure the performance by the Governmental Lender of its obligations under the Funding Loan.

"Series A Borrower Note" shall mean that certain Multifamily Note (Fixed Rate) dated as of the Closing Date in the original maximum principal amount of \$[SERIES A AMT] made by the Borrower and payable to the Governmental Lender, as endorsed and assigned to the Funding Lender, as it may be amended, supplemented or replaced from time to time.

"Series A Governmental Lender Note" shall mean that certain The County of Kane, Illinois Multifamily Housing Revenue Note, 2016 Series A (Carroll Tower), dated the Closing Date in the original maximum principal amount of \$[SERIES A AMT], made by the Governmental Lender and payable to the Funding Lender, as it may be amended, supplemented or replaced from time to time.

"Series B Borrower Note" shall mean that certain Multifamily Note (Variable Rate) dated as of the Closing Date in the original maximum principal amount of \$[SERIES B AMT] made by the Borrower and payable to the Governmental Lender, as endorsed and assigned to the Funding Lender, as it may be amended, supplemented or replaced from time to time.

"Series B Governmental Lender Note" shall mean that certain The County of Kane, Illinois Multifamily Housing Revenue Note, 2016 Series B (Carroll Tower), dated the Closing Date in the original maximum principal amount of \$[SERIES B AMT], made by the Governmental Lender and payable to the Funding Lender, as it may be amended, supplemented or replaced from time to time.

"Servicer" shall mean any Servicer appointed by the Funding Lender to perform certain servicing functions with respect to the Funding Loan and on the Borrower Loan pursuant to a separate servicing agreement to be entered into between the Funding Lender and the Servicer. Initially the Servicer shall be the Funding Lender pursuant to this Funding Loan Agreement. "Servicing Agreement" shall mean any servicing agreement entered into between the Funding Lender and a Servicer with respect to the servicing of the Funding Loan and/or the Borrower Loan.

"S&P" shall mean Standard & Poor's Ratings Services, a division of McGraw Hill Financial, Inc., or its successors.

"State" shall mean the State of Illinois.

"Tax Certificate" shall mean the Tax Certificate as to Arbitrage and the Provisions of Sections 103 and 141-150 of the Internal Revenue Code of 1986, dated the Closing Date, executed and delivered by the Governmental Lender and the Borrower.

"UCC" shall mean the Uniform Commercial Code as in effect in the State.

"Unassigned Rights" shall mean the Governmental Lender's rights to reimbursement and payment of its fees, costs and expenses and the Rebate Amount under Section 2.5 of the Borrower Loan Agreement, its rights of access under Section 5.17 thereof, its rights to indemnification under Section 5.15 thereof, its rights to attorneys' fees under Sections 5.11 and 5.14 thereof, its rights to receive notices, reports and other statements and its rights to consent to certain matters, as provided in this Funding Loan Agreement and the Borrower Loan Agreement.

"Written Certificate," "Written Certification, "Written Consent," "Written Direction," "Written Notice," "Written Order," "Written Registration," "Written Request," and "Written Requisition" shall mean a written certificate, direction, notice, order or requisition signed by an Authorized Borrower Representative, an Authorized Governmental Lender Representative or an authorized representative of the Funding Lender and delivered to the Funding Lender, the Servicer or such other Person as required under the Funding Loan Documents.

"Yield" shall mean yield as defined in Section 148(h) of the Code and any regulations promulgated thereunder.

Section 1.2. Effect of Headings and Table of Contents. The Article and Section headings herein and in the Table of Contents are for convenience only and shall not affect the construction hereof.

Section 1.3. Date of Funding Loan Agreement. The date of this Funding Loan Agreement is intended as and for a date for the convenient identification of this Funding Loan Agreement and is not intended to indicate that this Funding Loan Agreement was executed and delivered on said date.

Section 1.4. Designation of Time for Performance. Except as otherwise expressly provided herein, any reference in this Funding Loan Agreement to the time of day shall mean the time of day in the city where the Funding Lender maintains its place of business for the performance of its obligations under this Funding Loan Agreement.

Section 1.5. Interpretation. The parties hereto acknowledge that each of them and their respective counsel have participated in the drafting and revision of this Funding Loan

Agreement. Accordingly, the parties agree that any rule of construction that disfavors the drafting party shall not apply in the interpretation of this Funding Loan Agreement or any amendment or supplement or exhibit hereto.

# **ARTICLE II**

### TERMS; GOVERNMENTAL LENDER NOTE

#### Section 2.1. Terms.

(a) <u>Principal Amount</u>. The total principal amount of the Funding Loan is hereby expressly limited to the Authorized Amount.

Draw-Down Funding. The Funding Loan is originated on a draw-down (b) basis. The proceeds of the Funding Loan shall be advanced by the Funding Lender directly to the Borrower for the account of the Governmental Lender as and when needed to make each advance in accordance with the disbursement provisions of the Borrower Loan Agreement and the Construction Funding Agreement. Upon each advance of principal under the Borrower Loan Agreement and the Construction Funding Agreement, a like amount of the Funding Loan shall be deemed concurrently and simultaneously advanced under this Funding Loan Agreement, including the initial advance of ] on the Closing Date. Borrower Loan advances and Funding Loan advances \$[ shall be allocated first to the Series A Borrower Note and the Series A Governmental Lender Note and, once the foregoing Notes have been fully funded, then to the Series B Borrower Note and the Series B Governmental Lender Note. Notwithstanding anything in this Funding Loan Agreement to the contrary, no additional amounts of the Funding Loan may be drawn down and funded hereunder after [October \_\_, 2019]; provided, however, that upon the delivery of a Bond Counsel No Adverse Effect Opinion to the Governmental Lender and the Funding Lender such date may be changed to a later date as specified in such Bond Counsel No Adverse Effect Opinion. The Governmental Lender has reviewed and approved the form of Contingency Draw-Down Agreement and consents to the terms thereof and agrees to take all actions reasonably required of the Governmental Lender in connection with the conversion of the Funding Loan to a fully drawn loan pursuant to the provisions of the Contingency Draw-Down Agreement in the event a Draw-Down Notice is filed by the Funding Lender or the Borrower.

(c) <u>Origination Date; Maturity</u>. The Funding Loan shall be originated on the Closing Date and shall mature on the Maturity Date at which time the entire principal amount, to the extent not previously paid, and all accrued and unpaid interest, shall be due and payable.

(d) <u>Principal</u>. The outstanding principal amount of the Governmental Lender Notes and of the Funding Loan as of any given date shall be the total amount advanced by the Funding Lender to or for the account of the Governmental Lender to fund corresponding advances with respect to the related Borrower Notes under the Borrower Loan Agreement and the Construction Funding Agreement as proceeds of the Borrower Loan, less any payments of principal of the Governmental Lender Note previously received upon payment of corresponding principal amounts under the related Borrower Note, including regularly scheduled principal payments and voluntary and mandatory prepayments. The principal amount of each Governmental Lender Note and interest thereon shall be payable on the basis specified in this paragraph (d) and in paragraphs (e) and (f) of this Section 2.1.

The Funding Lender shall keep a record of all principal advances and principal repayments made under each Governmental Lender Note and shall upon written request provide the Governmental Lender with a statement of the outstanding principal balance of the Governmental Lender Notes and the Funding Loan.

(e) <u>Interest</u>. Interest shall be paid on the outstanding principal amount of each Governmental Lender Note at the rate or rates set forth in the related Borrower Note and otherwise as set forth in the Borrower Loan Agreement.

(f) <u>Corresponding Payments</u>. The payment or prepayment of principal, interest and premium, if any, due on each Governmental Lender Note shall be identical with and shall be made on the same dates, terms and conditions, as the principal, interest, premiums, late payment fees and other amounts due on the related Borrower Note. Each Governmental Lender Note shall be payable from payments on the related Borrower Note. Any payment or prepayment made by the Borrower of principal, interest, premium, if any, due on a Borrower Note shall be deemed to be like payments or prepayments of principal, interest and premium, if any, due on the related Governmental Lender Note.

Usury. The Governmental Lender intends to conform strictly to the usury (g) laws applicable to this Funding Loan Agreement and the Governmental Lender Notes and all agreements made in the Governmental Lender Notes, this Funding Loan Agreement and the Funding Loan Documents are expressly limited so that in no event whatsoever shall the amount paid or agreed to be paid as interest or the amounts paid for the use of money advanced or to be advanced hereunder exceed the highest lawful rate prescribed under any law which a court of competent jurisdiction may deem applicable hereto. If, from any circumstances whatsoever, the fulfillment of any provision of the Governmental Lender Notes, this Funding Loan Agreement or the other Funding Loan Documents shall involve the payment of interest in excess of the limit prescribed by any law which a court of competent jurisdiction may deem applicable hereto, then the obligation to pay interest hereunder shall be reduced to the maximum limit prescribed by law. If from any circumstances whatsoever, the Funding Lender shall ever receive anything of value deemed interest, the amount of which would exceed the highest lawful rate, such amount as would be excessive interest shall be deemed to have been applied, as of the date of receipt by the Funding Lender, to the reduction of the principal remaining unpaid hereunder and not to the payment of interest, or if such excessive interest exceeds the unpaid principal balance, such excess shall be refunded to the Borrower. This paragraph shall control every other provision of the Governmental Lender Notes, this Funding Loan Agreement and all other Funding Loan Documents.

In determining whether the amount of interest charged and paid might otherwise exceed the limit prescribed by law, the Governmental Lender intends and agrees that (i) interest shall be computed upon the assumption that payments under the Borrower Loan Agreement and other Funding Loan Documents will be paid according to the agreed terms, and (ii) any sums of money that are taken into account in the calculation of interest, even though paid at one time, shall be spread over the actual term of the Funding Loan.

**Section 2.2. Form of Governmental Lender Notes.** As evidence of its obligation to repay the Funding Loan, simultaneously with the delivery of this Funding Loan Agreement to the Funding Lender, the Governmental Lender hereby agrees to execute and deliver the Governmental Lender Notes. The Governmental Lender Notes shall be substantially in the respective forms set forth in <u>Exhibit A</u> and <u>Exhibit B</u> attached hereto, with such appropriate insertions, omissions, substitutions and other variations as are required or permitted by this Funding Loan Agreement.

In connection with Conversion, the Funding Lender shall have the right to exchange the then existing Series A Governmental Lender Note on or after the Conversion Date for a new Series A Governmental Lender Note with a dated date of the Conversion Date and in a stated principal amount equal to the then outstanding principal amount of the Series A Governmental Lender Note, which amount will equal the Permanent Period Amount of the Borrower Loan.

**Section 2.3. Execution and Delivery of Governmental Lender Notes.** The Governmental Lender Notes shall be executed on behalf of the Governmental Lender by the manual or facsimile signature of the Chairman or Vice Chairman of the County Board and attested by the manual or facsimile signature of the County Clerk of the Governmental Lender under the official seal, or a facsimile of the official seal, of The County of Kane, Illinois. As provided in the Local Government Bond Validity Act of the State of Illinois, 50 ILCS 440/1, the manual or facsimile signatures of individuals who were the proper officers of the Governmental Lender at the time of execution shall bind the Governmental Lender, notwithstanding that such individuals or any of them shall have ceased to hold such offices after the authentication and delivery of the Governmental Lender Notes and before they are issued.

Section 2.4. Required Transferee Representations; Participations; Sale and Assignment.

(a) The Funding Lender shall deliver to the Governmental Lender the Required Transferee Representations in substantially the form attached hereto as <u>Exhibit C</u> on the Closing Date.

(b) The Funding Lender shall have the right to sell (i) the Governmental Lender Notes and the Funding Loan or (ii) any portion of or a participation interest in the Governmental Lender Notes and the Funding Loan, to the extent permitted by Section 2.4(c) below, provided that such sale shall be only to Approved Transferees that execute and deliver to the Funding Lender, with a copy to the Governmental Lender, the Required Transferee Representations.

(c) Notwithstanding the other provisions of this Section 2.4, no beneficial ownership interest in the Governmental Lender Notes and Funding Loan shall be sold in an amount that is less than the Minimum Beneficial Ownership Amount.

(d) No service charge shall be made for any sale or assignment of any portion of the Governmental Lender Notes, but the Governmental Lender may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any such sale or assignment. Such sums shall be paid in every instance by the purchaser or assignee of the Funding Loan or portion thereof.

(e) The Governmental Lender Notes, or any interest therein, shall be in fullyregistered form transferable to subsequent holders only on the registration books which shall be maintained by the Funding Lender for such purpose and which shall be open to inspection by the Governmental Lender. The Governmental Lender Notes shall not be transferred through the services of the Depository Trust Company or any other third party registrar.

(f) The parties agree that no rating shall be sought from a rating agency with respect to the Funding Loan or the Governmental Lender Notes.

# **ARTICLE III**

### PREPAYMENT

Section 3.1. Prepayment of a Governmental Lender Note from Prepayment under the Related Borrower Note. Each Governmental Lender Note is subject to voluntary and mandatory prepayment as follows:

(a) Each Governmental Lender Note shall be subject to voluntary prepayment in full or in part by the Governmental Lender, from funds of the Governmental Lender received by the Governmental Lender to the extent and in the manner and on any date that the related Borrower Note is subject to voluntary prepayment as set forth therein, at a prepayment price equal to the principal balance of the Borrower Note to be prepaid, plus interest thereon to the date of prepayment and the amount of any Prepayment Premium payable under the Borrower Note, plus any Additional Borrower Payments due and payable under the Borrower Loan Agreement through the date of prepayment.

The Borrower shall not have the right to voluntarily prepay all or any portion of a Borrower Note, thereby causing the related Governmental Lender Note to be prepaid, except as specifically permitted in the Borrower Note, without the prior written consent of Funding Lender, which may be withheld in Funding Lender's sole and absolute discretion.

(b) Each Governmental Lender Note shall be subject to mandatory prepayment in whole or in part upon prepayment of the related Borrower Note at the direction of the Funding Lender in accordance with the terms of the related Borrower Note at a prepayment price equal to the outstanding principal balance of the related Borrower Note prepaid, plus accrued interest plus any other amounts payable under the related Borrower Note or the Borrower Loan Agreement. **Section 3.2. Notice of Prepayment.** Notice of prepayment of a Governmental Lender Note shall be deemed given to the extent that notice of prepayment of the related Borrower Note is timely and properly given to Funding Lender in accordance with the terms of the related Borrower Note and the Borrower Loan Agreement, and no separate notice of prepayment of the Governmental Lender Note is required to be given.

#### **ARTICLE IV**

#### SECURITY

Section 4.1. Security for the Funding Loan. To secure the payment of the Funding Loan and each Governmental Lender Note, to declare the terms and conditions on which the Funding Loan and the Governmental Lender Notes are secured, and in consideration of the premises and of the funding of the Funding Loan by the Funding Lender, the Governmental Lender by these presents does grant, bargain, sell, remise, release, convey, assign, transfer, mortgage, hypothecate, pledge, set over and confirm to the Funding Lender (except as limited herein), a lien on and security interest in the following described property (excepting, however, in each case, the Unassigned Rights) (said property, rights and privileges being herein collectively called, the "Security"):

(a) All right, title and interest of the Governmental Lender in, to and under the Borrower Loan Agreement and the related Borrower Note, including, without limitation, all rents, revenues and receipts derived by the Governmental Lender from the Borrower relating to the Project and including, without limitation, all Pledged Revenues, Borrower Loan Payments and Additional Borrower Payments derived by the Governmental Lender under and pursuant to, and subject to the provisions of, the Borrower Loan Agreement; provided that the pledge and assignment made under this Funding Loan Agreement shall not impair or diminish the obligations of the Governmental Lender under the provisions of the Borrower Loan Agreement;

(b) All right, title and interest of the Governmental Lender in, to and under, together with all rights, remedies, privileges and options pertaining to, the Funding Loan Documents, and all other payments, revenues and receipts derived by the Governmental Lender under and pursuant to, and subject to the provisions of, the Funding Loan Documents;

(c) Any and all moneys and investments from time to time on deposit in, or forming a part of, all funds and accounts created and held under this Funding Loan Agreement and any amounts held at any time in the Remaining Funding Loan Proceeds Account and the Remaining Funding Loan Proceeds Account Earnings Subaccount, any Negative Arbitrage Deposit and any other amounts held under the Contingency Draw-Down Agreement, subject to the provisions of this Funding Loan Agreement permitting the application thereof for the purposes and on the terms and conditions set forth herein; and

(d) Any and all other real or personal property of every kind and nature or description, which may from time to time hereafter, by delivery or by writing of any kind,

be subjected to the lien of this Funding Loan Agreement as additional security by the Governmental Lender or anyone on its part or with its consent, or which pursuant to any of the provisions hereof or of the Borrower Loan Agreement may come into the possession or control of the Funding Lender or a receiver appointed pursuant to this Funding Loan Agreement; and the Funding Lender is hereby authorized to receive any and all such property as and for additional security for the Funding Loan and each Governmental Lender Note and to hold and apply all such property subject to the terms hereof.

Section 8 of the Act provides that the holders of bonds or notes issued under the Act possess a lien on the income and revenues derived by the Governmental Issuer from the industrial projects for which the bonds or notes are issued.

The pledge and assignment of and the security interest granted in the Security pursuant to this Section 4.1 and Section 8 of the Act for the payment of the principal of, premium, if any, and interest on each Governmental Lender Note, in accordance with its terms and provisions, and for the payment of all other amounts due hereunder, shall attach and be valid and binding from and after the time of the delivery of the Governmental Lender Notes by the Governmental Lender. As provided in Section 13 of the Local Government Debt Reform Act of the State of Illinois, 30 ILCS 350/13, as amended, the Security so pledged and then or thereafter received by the Funding Lender shall immediately be subject to the lien of such pledge without any physical delivery or further act, and the lien of such pledge shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the Governmental Lender irrespective of whether such parties have notice thereof.

Section 4.2. Delivery of Security. To provide security for the payment of the Funding Loan and each Governmental Lender Note, the Governmental Lender has pledged and assigned to secure payment of the Funding Loan and the Governmental Lender Notes its right, title and interest in the Security to the Funding Lender. In connection with such pledge, assignment, transfer and conveyance, the Governmental Lender shall deliver to the Funding Lender the following documents or instruments promptly following their execution and, to the extent applicable, their recording or filing:

(a) Each Borrower Note endorsed without recourse to the Funding Lender by the Governmental Lender;

(b) The originally executed Borrower Loan Agreement and Regulatory Agreement;

(c) The originally executed Security Instrument and all other Borrower Loan Documents existing at the time of delivery of the Borrower Notes and an assignment for security of the Security Instrument from the Governmental Lender to the Funding Lender, in recordable form;

(d) Uniform Commercial Code financing statements or other chattel security documents giving notice of the Funding Lender's status as an assignee of the

Governmental Lender's security interest in any personal property forming part of the Project, in form suitable for filing; and

(e) Uniform Commercial Code financing statements giving notice of the pledge by the Governmental Lender of the Security pledged under this Funding Loan Agreement.

The Governmental Lender shall deliver and deposit with the Funding Lender such additional documents, financing statements, and instruments as the Funding Lender may reasonably require from time to time for the better perfecting and assuring to the Funding Lender of its lien and security interest in and to the Security including, at the request of the Funding Lender, any amounts held under the Contingency Draw-Down Agreement, at the expense of the Borrower.

### **ARTICLE V**

#### LIMITED LIABILITY

Section 5.1. Source of Payment of Funding Loan and Other Obligations. The Funding Loan is a limited obligation of the Governmental Lender, payable solely from the Pledged Revenues and other funds and moneys and Security pledged and assigned hereunder. None of the Governmental Lender, the State, or any political subdivision thereof (except the Governmental Lender, to the limited extent set forth herein) nor any public agency shall in any event be liable for the payment of the principal of, premium (if any) or interest on the Funding Loan or for the performance of any pledge, obligation or agreement of any kind whatsoever with respect thereto except as set forth herein. None of the Funding Loan or the Governmental Lender's agreements or obligations with respect to the Funding Loan, the Governmental Lender Notes, or hereunder, shall be construed to constitute a debt of or a loan of the credit of the Governmental Lender within the meaning of any constitutional or statutory provision. No holder of the Governmental Lender Notes may compel the exercise of the taxing power of the Governmental Lender to pay the principal of or interest due on the Governmental Lender Notes.

Section 5.2. Exempt from Individual Liability. No covenant, condition or agreement contained herein shall be deemed to be a covenant, agreement or obligation of any present or future officer, director, employee or agent of the Governmental Lender in his or her individual capacity, and neither the officers, directors, employees or agents of the Governmental Lender executing the Governmental Lender Notes or this Funding Loan Agreement shall be liable personally on the Governmental Lender Notes or under this Funding Loan Agreement or be subject to any personal liability or accountability by reason of the issuance of the Governmental Lender Notes or the execution of this Funding Loan Agreement.

## **ARTICLE VI**

#### **CLOSING CONDITIONS; APPLICATION OF FUNDS**

Section 6.1. Conditions Precedent to Closing. Closing of the Funding Loan on the Closing Date shall be conditioned upon satisfaction or waiver by the Funding Lender in its sole discretion of each of the conditions precedent to closing set forth in this Funding Loan Agreement, including but not limited to the following:

(a) Receipt by the Funding Lender of the original executed Governmental Lender Notes;

(b) Receipt by the Funding Lender of the original executed Borrower Notes, endorsed to the Funding Lender by the Governmental Lender;

(c) Receipt by the Funding Lender of executed counterpart copies of this Funding Loan Agreement, the Borrower Loan Agreement, the Construction Funding Agreement, the Regulatory Agreement, the Tax Certificate, and the Security Instrument;

- (d) A certified copy of the Resolution;
- (e) The Required Transferee Representations from the Funding Lender;

(f) Delivery into escrow of all amounts required to be paid in connection with the origination of the Borrower Loan and the Funding Loan and any underlying real estate transfers or transactions, including the Costs of Funding Deposit, in accordance with Section 2.3(c)(ii) of the Borrower Loan Agreement;

(g) Receipt by the Funding Lender of a Bond Counsel Approving Opinion;

(h) Receipt by the Funding Lender of an Opinion of Counsel from Bond Counsel to the effect that the Governmental Lender Notes are exempt from registration under the Securities Act of 1933, and this Funding Loan Agreement is exempt from qualification under the Trust Indenture Act of 1939, as amended;

(i) delivery of an opinion of counsel to the Borrower addressed to the Governmental Lender to the effect that the Borrower Loan Documents and the Regulatory Agreement are valid and binding obligations of the Borrower, enforceable against the Borrower in accordance with their terms, subject to such exceptions and qualifications as are acceptable to the Governmental Lender; and

(j) Receipt by the Funding Lender of any other documents or opinions that the Funding Lender or Bond Counsel may require.

## **ARTICLE VII**

#### **FUNDS AND ACCOUNTS**

**Section 7.1.** Authorization to Create Funds and Accounts. No funds or accounts shall be established in connection with the Funding Loan at the time of closing and origination of the Funding Loan. The Funding Lender and the Servicer, if any, and any designee of the Funding Lender or the Servicer, are authorized to establish and create from time to time such other funds and accounts or subaccounts as may be necessary for the deposit of moneys (including, without limitation, insurance proceeds and/or condemnation awards), if any, received by the Governmental Lender, the Funding Lender or the Servicer pursuant to the terms hereof or any of the other Funding Loan Documents and not immediately transferred or disbursed pursuant to the terms of the Funding Loan Documents and/or the Borrower Loan Documents.

Section 7.2. Investment of Funds. Amounts held in any funds or accounts created under this Funding Loan Agreement shall be invested by the Funding Lender, the Servicer or the designee of the Funding Lender or Servicer, as applicable, in Permitted Investments at the direction of the Borrower, subject in all cases to the restrictions of Section 8.7 hereof and of the Tax Certificate.

# **ARTICLE VIII**

### **REPRESENTATIONS AND COVENANTS**

**Section 8.1. General Representations**. The Governmental Lender makes the following representations as the basis for the undertakings on its part herein contained:

(a) The Governmental Lender is a county duly organized and existing under the provisions of the laws of the State of Illinois, and is now operating under and pursuant to the provisions of the Counties Code. The Governmental Lender has the power and authority to (i) enter into the Funding Loan Documents to which it is a party and the transactions contemplated thereby, (ii) incur the limited obligation represented by the Governmental Lender Notes and the Funding Loan and apply the proceeds of such obligations or loan to finance the Project, and (iii) carry out its other obligations under this Funding Loan Agreement and the Governmental Lender Notes, and by proper action has duly authorized the Governmental Lender's execution and delivery of, and its performance under, such Funding Loan Documents and all other agreements and instruments relating thereto.

(b) The Governmental Lender (i) is not in default under or in violation of, and the execution and delivery of the Funding Loan Documents to which it is a party and its compliance with the terms and conditions thereof will not constitute a default under or a violation of, (a) the Act or (b) to its knowledge, any other existing laws, rules, regulations, judgments, decrees and orders applicable to it or the provisions of any agreements and instruments to which the Governmental Lender is a party, which default under or violation would prevent it from entering into the Funding Loan Agreement, executing and delivering the Governmental Lender Notes, financing the Project, executing and delivering the other Funding Loan Documents to which it is a party or consummating the transactions contemplated thereby, and (ii) to its knowledge, no event has occurred and is continuing under the provisions of any such agreement or instrument or otherwise that with the lapse of time or the giving of notice, or both, would constitute such a default or violation (it being understood, however, that the Governmental Lender is making no representations as to the necessity of registering the Borrower Notes pursuant to any securities laws or complying with any other requirements of securities laws).

(c) No litigation, inquiry or investigation of any kind in or by any judicial or administrative court or agency is pending or, to the knowledge of the Governmental Lender, threatened against the Governmental Lender with respect to (i) the organization and existence of the Governmental Lender, (ii) its authority to execute or deliver the Funding Loan Documents to which it is a party, (iii) the validity or enforceability of any such Funding Loan Documents or the transactions contemplated thereby, (iv) the title to his or her office of any officer of the Governmental Lender who executed such Funding Loan Documents, or (v) any authority or proceedings relating to the execution and delivery of such Funding Loan Documents on behalf of the Governmental Lender, and no such authority or proceedings have been repealed, revoked, rescinded or amended but all are in full force and effect.

(d) The revenues and receipts to be derived from the Borrower Loan Agreement, the Borrower Notes and this Funding Loan Agreement have not been pledged or hypothecated previously by the Governmental Lender to secure any of its notes or bonds other than the Funding Loan Agreement as evidenced by the Governmental Lender Notes.

(e) The State provided an allocation of the State's private activity bond volume cap under section 146 of the Code for the year 2016 to the Governmental Lender for the Project. To the knowledge of the Governmental Lender, that allocation remains in effect and will be in effect on the Closing Date.

THE GOVERNMENTAL LENDER MAKES NO REPRESENTATION, COVENANT OR AGREEMENT AS TO THE FINANCIAL POSITION OR BUSINESS CONDITION OF THE BORROWER OR THE PROJECT AND DOES NOT REPRESENT OR WARRANT AS TO ANY STATEMENTS, MATERIALS, REPRESENTATIONS OR CERTIFICATIONS FURNISHED BY THE BORROWER IN CONNECTION WITH THE FUNDING LOAN OR AS TO THE CORRECTNESS, COMPLETENESS OR ACCURACY THEREOF.

Section 8.2. No Encumbrance on Security. The Governmental Lender will not knowingly create or knowingly permit the creation of any mortgage, pledge, lien, charge or encumbrance of any kind on the Security or any part thereof prior to or on a parity with the lien of this Funding Loan Agreement, except as expressly permitted or contemplated by the Funding Loan Documents.

Section 8.3. Repayment of Funding Loan. Subject to the provisions of Article V hereof, the Governmental Lender will duly and punctually repay, or cause to be repaid, the Funding Loan, as evidenced by the Governmental Lender Notes, as and when the same shall become due, all in accordance with the terms of the Governmental Lender Notes and this Funding Loan Agreement.

Section 8.4. Servicer. The Funding Lender may appoint a Servicer to service and administer the Funding Loan and/or the Borrower Loan on behalf of the Funding Lender, including without limitation the fulfillment of rights and responsibilities granted by Governmental Lender to Funding Lender pursuant to Section 2.1 of the Borrower Loan Agreement.

### Section 8.5. Borrower Loan Agreement Performance.

(a) The Funding Lender and the Servicer, if any, on behalf of the Governmental Lender, may (but shall not be required to nor obligated to) perform and observe any agreement or covenant of the Governmental Lender under the Borrower Loan Agreement, all to the end that the Governmental Lender's rights under the Borrower Loan Agreement may be unimpaired and free from default.

(b) The Governmental Lender will promptly notify or cause to be notified the Borrower, the Servicer, if any, and the Funding Lender in writing of the occurrence of any Borrower Loan Agreement Default, provided that an Authorized Governmental Lender Representative has received written notice or otherwise has knowledge of such event.

### Section 8.6. Maintenance of Records; Inspection of Records.

(a) The Funding Lender shall keep and maintain adequate records pertaining to any funds and accounts established hereunder, including all deposits to and disbursements from said funds and accounts and shall keep and maintain the registration books for the Governmental Lender Notes and interests therein. The Funding Lender shall retain in its possession all certifications and other documents presented to it, all such records and all records of principal, interest and premium paid on the Funding Loan, subject to the inspection of the Governmental Lender and its representatives at all reasonable times and upon reasonable prior notice.

(b) The Governmental Lender will at reasonable times, upon the reasonable request of the Servicer, if any, the Borrower or the Funding Lender, of which reasonable notice is given to the Governmental Lender, afford and procure a reasonable opportunity by their respective representatives to inspect the books, records, reports and other papers of the Governmental Lender relating to the Project and the Funding Loan, if any, and to make copies thereof.

**Section 8.7. Tax Covenants.** The Governmental Lender covenants to and for the benefit of the Funding Lender that, notwithstanding any other provisions of this Funding Loan Agreement or of any other instrument, but solely at the Borrower's expense, it will:

(a) Enforce or cause to be enforced all obligations of the Borrower under the Regulatory Agreement in accordance with its terms and seek to cause the Borrower to correct any violation of the Regulatory Agreement within a reasonable period after any such violation is first discovered;

(b) Not take or cause to be taken any other action or actions, or fail to take any action or actions, which would cause the interest payable on the Governmental Lender Notes to be includable in gross income for federal income tax purposes;

(c) At all times do and perform all acts and things permitted by law and necessary or desirable in order to assure that interest paid by the Governmental Lender on the Governmental Lender Notes will be excluded from the gross income of the owners of the Governmental Lender Notes for federal income tax purposes pursuant to Section 103 of the Code, except in the event where any holder of the Governmental Lender Notes or a portion thereof is a "substantial user" of the facilities financed with the Governmental Lender Notes or a "related person" within the meaning of Section 147(a) of the Code;

(d) Not take any action or permit or suffer any action to be taken if the result of the same would be to cause the Funding Loan to be "federally guaranteed" within the meaning of Section 149(b) of the Code; and

(e) Require the Borrower to agree, pursuant to the terms and provisions of the Borrower Loan Agreement, not to commit any act and not to make any use of the proceeds of the Funding Loan, or any other moneys which may be deemed to be proceeds of the Funding Loan pursuant to the Code, which would cause the Funding Loan to be an "arbitrage bond" within the meaning of Sections 103(b) and 148 the Code, and to comply with the requirements of the Code throughout the term of the Funding Loan; and

(f) Require the Borrower to take all steps necessary to compute and pay any rebatable arbitrage in accordance with Section 148(f) of the Code.

In furtherance of the covenants in this Section 8.7, the Governmental Lender shall execute, deliver and comply with the provisions of the Tax Certificate, which are by this reference incorporated into this Funding Loan Agreement and made a part of this Funding Loan Agreement as if set forth in this Funding Loan Agreement in full.

For purposes of this Section 8.7 the Governmental Lender's compliance shall be based solely on matters within the Governmental Lender's control and no acts, omissions or directions of the Borrower, the Funding Lender or any other Persons shall be attributed to the Governmental Lender.

In complying with the foregoing covenants, the Governmental Lender may rely from time to time on a Bond Counsel No Adverse Effect Opinion or other appropriate opinion of Bond Counsel.

**Section 8.8. Performance by the Borrower**. Without relieving the Governmental Lender from the responsibility for performance and observance of the agreements and covenants

required to be performed and observed by it hereunder, the Borrower, on behalf of the Governmental Lender, may perform any such agreement or covenant if no Borrower Loan Agreement Default or Potential Default under the Borrower Loan Agreement exists.

## ARTICLE IX

## **DEFAULT; REMEDIES**

Section 9.1. Events of Default. Any one or more of the following shall constitute an event of default (an "Event of Default") under this Funding Loan Agreement (whatever the reason for such event and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or Governmental body):

(a) A default in the payment of any interest upon the Governmental Lender Notes when such interest becomes due and payable; or

(b) A default in the payment of principal of, or premium on, the Governmental Lender Notes when such principal or premium becomes due and payable, whether at its stated maturity, by declaration of acceleration or call for mandatory prepayment or otherwise; or

Subject to Section 8.8 hereof, default in the performance or breach of any (c) material covenant or warranty of the Governmental Lender in this Funding Loan Agreement (other than a covenant or warranty or default in the performance or breach of which is elsewhere in this Section specifically dealt with), and continuance of such default or breach for a period of 30 days after there has been given written notice, as provided in Section 11.1 hereof, to the Governmental Lender and the Borrower by the Funding Lender or the Servicer, specifying such default or breach and requiring it to be remedied and stating that such notice is a "Notice of Default" under this Funding Loan Agreement; provided that, so long as the Governmental Lender has commenced to cure such failure to observe or perform within the thirty (30) day cure period and the subject matter of the default is not capable of cure within said thirty (30) day period and the Governmental Lender is diligently pursuing such cure to the Funding Lender's satisfaction, with the Funding Lender's Written Direction or Written Consent, then the Governmental Lender shall have an additional period of time as reasonably necessary (not to exceed 30 days unless extended in writing by the Funding Lender) within which to cure such default; or

(d) A default in the payment of any Additional Borrower Payments; or

(e) Any other "Default" or "Event of Default" under any of the other Funding Loan Documents (taking into account any applicable grace periods therein).

Section 9.2. Acceleration of Maturity; Rescission and Annulment.

(a) Subject to the provisions of Section 9.9 hereof, upon the occurrence of an Event of Default under Section 9.1 hereof, then and in every such case, the Funding Lender may declare the principal of the Funding Loan and the Governmental Lender Notes and the interest accrued to be immediately due and payable, by notice to the Governmental Lender and the Borrower and upon any such declaration, all principal of and Prepayment Premium, if any, and interest on the Funding Loan and the Governmental Lender Notes shall become immediately due and payable.

(b) At any time after a declaration of acceleration has been made pursuant to subsection (a) of this Section, the Funding Lender may by Written Notice to the Governmental Lender, rescind and annul such declaration and its consequences if:

(i) There has been deposited with the Funding Lender a sum sufficient to pay (1) all overdue installments of interest on the Governmental Lender Notes, (2) the principal of and Prepayment Premium on the Governmental Lender Notes that has become due otherwise than by such declaration of acceleration and interest thereon at the rate or rates prescribed therefor in the Governmental Lender Notes, (3) to the extent that payment of such interest is lawful, interest upon overdue installments of interest at the rate or rates prescribed therefor in the Governmental Lender Notes, and (4) all sums paid or advanced by the Funding Lender and the reasonable compensation, expenses, disbursements and advances of the Funding Lender, its agents and counsel (but only to the extent not duplicative with subclauses (1) and (3) above); and

(ii) All Events of Default, other than the non-payment of the principal of the Governmental Lender Notes which have become due solely by such declaration of acceleration, have been cured or have been waived in writing as provided in Section 9.9 hereof.

No such rescission and annulment shall affect any subsequent default or impair any right consequent thereon.

(c) Notwithstanding the occurrence and continuation of an Event of Default, it is understood that the Funding Lender shall pursue no remedies against the Borrower or the Project if no Borrower Loan Agreement Default has occurred and is continuing. An Event of Default hereunder shall not in and of itself constitute a Borrower Loan Agreement Default.

Section 9.3. Additional Remedies; Funding Lender Enforcement.

(a) Upon the occurrence of an Event of Default, the Funding Lender may, subject to the provisions of this Section 9.3 and Section 9.9 hereof, proceed to protect and enforce its rights by mandamus or other suit, action or proceeding at law or in equity. No remedy conferred by this Funding Loan Agreement upon or remedy reserved to the Funding Lender is intended to be exclusive of any other remedy, but each such remedy

shall be cumulative and shall be in addition to any other remedy given to the Funding Lender hereunder or now or hereafter existing at law or in equity or by statute.

(b) Upon the occurrence and continuation of any Event of Default, the Funding Lender may proceed forthwith to protect and enforce its rights and this Funding Loan Agreement by such suits, actions or proceedings as the Funding Lender, in its sole discretion, shall deem expedient. Funding Lender shall have upon the occurrence and continuation of any Event of Default all rights, powers, and remedies with respect to the Security as are available under the Uniform Commercial Code applicable thereto or as are available under any other applicable law at the time in effect and, without limiting the generality of the foregoing, the Funding Lender may proceed at law or in equity or otherwise, to the extent permitted by applicable law:

(i) to take possession of the Security or any part thereof, with or without legal process, and to hold, service, administer and enforce any rights thereunder or thereto, and otherwise exercise all rights of ownership thereof, including (but not limited to) the sale of all or part of the Security;

(ii) to become mortgagee of record for the Borrower Loan including, without limitation, completing the assignment of the Security Instrument by the Governmental Lender to the Funding Lender as anticipated by this Funding Loan Agreement, and recording the same in the real estate records of the jurisdiction in which the Project is located, without further act or consent of the Governmental Lender, and to service and administer the same for its own account;

(iii) to service and administer the Funding Loan as agent and on behalf of the Governmental Lender or otherwise, and, if applicable, to take such actions necessary to enforce the Borrower Loan Documents and the Funding Loan Documents on its own behalf, and to take such alternative courses of action, as it may deem appropriate; or

(iv) to take such steps to protect and enforce its rights whether by action, suit or proceeding in equity or at law for the specific performance of any covenant, condition or agreement in the Governmental Lender Notes, this Funding Loan Agreement or the other Funding Loan Documents, or the Borrower Loan Documents, or in and of the execution of any power herein granted, or for foreclosure hereunder, or for enforcement of any other appropriate legal or equitable remedy or otherwise as the Funding Lender may elect.

(c) Whether or not an Event of Default has occurred, the Funding Lender, in its sole discretion, shall have the sole right to waive or forbear any term, condition, covenant or agreement of the Security Instrument, the Borrower Loan Agreement, the Borrower Notes or any other Borrower Loan Documents or Funding Loan Documents applicable to the Borrower, or any breach thereof, other than a covenant that would adversely impact the tax exempt status of the interest on the Governmental Lender Notes, and provided that the Governmental Lender may enforce specific performance with respect to the Unassigned Rights; provided, however, that any such forbearance by the Funding Lender in the exercise of its remedies under the Funding Loan Documents shall not be construed as a waiver by the Funding Lender of any Conditions to Conversion.

(d) If the Borrower defaults in the performance or observance of any covenant, agreement or obligation of the Borrower set forth in the Regulatory Agreement, and if such default remains uncured for a period of 60 days after the Borrower and the Funding Lender receive Written Notice stating that a default under the Regulatory Agreement has occurred and specifying the nature of the default, the Funding Lender shall have the right to seek specific performance of the provisions of the Regulatory Agreement or to exercise its other rights or remedies thereunder; provided, however, that any such forbearance by the Funding Lender in the exercise of its remedies under the Funding Lender of any Conditions to Conversion.

(e) If the Borrower defaults in the performance of its obligations under the Borrower Loan Agreement to make rebate payments, to comply with any applicable continuing disclosure requirements, or to make payments owed pursuant to Sections 2.5, 5.14 or 5.15 of the Borrower Loan Agreement for fees, expenses or indemnification, the Funding Lender shall have the right to exercise all its rights and remedies thereunder (subject to the last paragraph of Section 9.14 hereof).

Section 9.4. Application of Money Collected. Any money collected by the Funding Lender pursuant to this Article and any other sums then held by the Funding Lender as part of the Security, shall be applied in the following order, at the date or dates fixed by the Funding Lender:

(a) First: To the payment of any and all amounts due under the Funding Loan Documents other than with respect to principal and interest accrued on the Funding Loan, including, without limitation, any amounts due to the Governmental Lender, the Funding Lender, the Servicer and the Rebate Analyst;

(b) Second: To the payment of the whole amount of the Funding Loan, as evidenced by the Governmental Lender Notes, then due and unpaid in respect of which or for the benefit of which such money has been collected, with interest (to the extent that such interest has been collected or a sum sufficient therefor has been so collected and payment thereof is legally enforceable at the respective rate or rates prescribed therefor in the Funding Loan) on overdue principal of, and Prepayment Premium and overdue installments of interest on the Funding Loan; provided, however, that partial interests in any portion of the Funding Loan shall be paid in such order of priority as may be prescribed by Written Direction of the Funding Lender in its sole and absolute discretion; and (c) Third: The payment of the remainder, if any, to the Borrower or to whosoever may be lawfully entitled to receive the same or as a court of competent jurisdiction may direct.

If and to the extent this Section 9.4 conflicts with the provisions of the Servicing Agreement, the provisions of the Servicing Agreement shall control. Capitalized terms used in this Section 9.4 but not otherwise defined in this Funding Loan Agreement shall have the meanings given such terms in the Servicing Agreement.

**Section 9.5. Remedies Vested in Funding Lender**. All rights of action and claims under this Funding Loan Agreement or the Governmental Lender Notes may be prosecuted and enforced by the Funding Lender without the possession of the Governmental Lender Notes or the production thereof in any proceeding relating thereto.

Section 9.6. Restoration of Positions. If Funding Lender shall have instituted any proceeding to enforce any right or remedy under this Funding Loan Agreement and such proceeding shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Funding Lender, then and in every such case the Governmental Lender and the Funding Lender shall, subject to any determination in such proceeding, be restored to their former positions hereunder, and thereafter all rights and remedies of the Governmental Lender and the Funding Lender shall continue as though no such proceeding had been instituted.

Section 9.7. Rights and Remedies Cumulative. No right or remedy herein conferred upon or reserved to the Funding Lender is intended to be exclusive of any other right or remedy, and every right and remedy shall, to the extent permitted by law, be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other appropriate right or remedy.

**Section 9.8. Delay or Omission Not Waiver**. No delay or omission of the Funding Lender to exercise any right or remedy accruing upon an Event of Default shall impair any such right or remedy or constitute a waiver of any such Event of Default or an acquiescence therein. Every right and remedy given by this Article or by law to the Funding Lender may be exercised from time to time, and as often as may be deemed expedient, by Funding Lender. No waiver of any default or Event of Default pursuant to Section 9.9 hereof shall extend to or shall affect any subsequent default or Event of Default hereunder or shall impair any rights or remedies consequent thereon.

Section 9.9. Waiver of Past Defaults. Before any judgment or decree for payment of money due has been obtained by the Funding Lender, the Funding Lender may, subject to Section 9.6 hereof, by Written Notice to the Governmental Lender and the Borrower, waive any past default hereunder or under the Borrower Loan Agreement and its consequences except for default in obligations due the Governmental Lender pursuant to or under the Unassigned Rights. Upon any such waiver, such default shall cease to exist, and any Event of Default arising therefrom shall be deemed to have been cured, for every purpose of this Funding Loan

Agreement and the Borrower Loan Agreement; but no such waiver shall extend to any subsequent or other default or impair any right consequent thereon.

Section 9.10. Remedies Under Borrower Loan Agreement or Borrower Notes. As set forth in this Section 9.10 but subject to Section 9.9 hereof, the Funding Lender shall have the right, in its own name or on behalf of the Governmental Lender, to declare any default and exercise any remedies under the Borrower Loan Agreement or the Borrower Notes, whether or not the Governmental Lender Notes has been accelerated or declared due and payable by reason of an Event of Default.

Section 9.11. Waiver of Appraisement and Other Laws.

(a) To the extent permitted by law, the Governmental Lender will not at any time insist upon, plead, claim or take the benefit or advantage of, any appraisement, valuation, stay, extension or redemption law now or hereafter in force, in order to prevent or hinder the enforcement of this Funding Loan Agreement; and the Governmental Lender, for itself and all who may claim under it, so far as it or they now or hereafter may lawfully do so, hereby waives the benefit of all such laws. The Governmental Lender, for itself and all who may claim under it, waives, to the extent that it may lawfully do so, all right to have the property in the Security marshaled upon any enforcement hereof.

(b) If any law now in effect prohibiting the waiver referred to in Section 9.11(a) shall hereafter be repealed or cease to be in force, such law shall not thereafter be deemed to constitute any part of the contract herein contained or to preclude the application of this Section 9.11.

Section 9.12. Suits to Protect the Security. The Funding Lender shall have power to institute and to maintain such proceedings as it may deem expedient to prevent any impairment of the Security by any acts that may be unlawful or in violation of this Funding Loan Agreement and to protect its interests in the Security and in the rents, issues, profits, revenues and other income arising therefrom, including power to institute and maintain proceedings to restrain the enforcement of or compliance with any Governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement of or compliance with such enactment, rule or order would impair the security hereunder or be prejudicial to the interests of the Funding Lender.

Section 9.13. Remedies Subject to Applicable Law. All rights, remedies and powers provided by this Article may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law in the premises, and all the provisions of this Article are intended to be subject to all applicable mandatory provisions of law which may be controlling in the premises and to be limited to the extent necessary so that they will not render this Funding Loan Agreement invalid, unenforceable or not entitled to be recorded, registered or filed under the provisions of any applicable law.

Section 9.14. Assumption of Obligations. In the event that the Funding Lender or its assignee or designee shall become the legal or beneficial owner of the Project by foreclosure or deed in lieu of foreclosure, such party shall succeed to the rights and the obligations of the

Borrower under the Borrower Loan Agreement, the Borrower Notes, the Regulatory Agreement and any other Funding Loan Documents to which the Borrower is a party. Such assumption shall be effective from and after the effective date of such acquisition and shall be made with the benefit of the limitations of liability set forth therein and without any liability for the prior acts of the Borrower.

It is the intention of the parties hereto that upon the occurrence and continuance of an Event of Default hereunder, rights and remedies may be pursued pursuant to the terms of the Funding Loan Documents.

### ARTICLE X

## AMENDMENT; AMENDMENT OF BORROWER LOAN AGREEMENT AND OTHER DOCUMENTS

Section 10.1. Amendment of Funding Loan Agreement. Any of the terms of this Funding Loan Agreement and the Governmental Lender Notes may be amended or waived only by an instrument signed by the Funding Lender and the Governmental Lender, provided, however, no such amendment which materially affects the rights, duties, obligations or other interests of the Borrower shall be made without the consent of the Borrower, and, provided further, that if the Borrower is in default under any Funding Loan Document, no Borrower consent shall be required unless such amendment has a material adverse effect on the rights, duties, obligations or other interests of the Borrower. All of the terms of this Funding Loan Agreement shall be binding upon the successors and assigns of and all persons claiming under or through the Governmental Lender or any such successor or assign, and shall inure to the benefit of and be enforceable by the successors and assigns of the Funding Lender.

Section 10.2. Amendments Require Funding Lender Consent. The Governmental Lender shall not consent to any amendment, change or modification of the Borrower Loan Agreement or any other Borrower Loan Document or Funding Loan Document without the prior Written Consent of the Funding Lender.

Section 10.3. Consents and Opinions. No amendment to this Funding Loan Agreement or any other Funding Loan Document entered into under this Article X or any amendment, change or modification otherwise permitted under this Article X shall become effective unless and until (i) the Funding Lender shall have approved the same in writing in its sole discretion and (ii) the Funding Lender shall have received, at the expense of the Borrower, a Bond Counsel No Adverse Effect Opinion and an Opinion of Counsel to the effect that any such proposed amendment is authorized and complies with the provisions of this Funding Loan Agreement and is a legal, valid and binding obligation of the parties thereto, subject to normal exceptions relating to bankruptcy, insolvency and equitable principles limitations.

# **ARTICLE XI**

#### MISCELLANEOUS

Section 11.1. Notices. All notices, demands, requests and other communications required or permitted to be given by any provision of this Funding Loan Agreement shall be in writing and sent by first class, regular, registered or certified mail, commercial delivery service, overnight courier, telegraph, telex, telecopier or facsimile transmission, air or other courier, or hand delivery to the party to be notified addressed as follows:

If to the Governmental Lender:	The County of Kane, Illinois 719 South Batavia Avenue Building A Geneva, Illinois 60134 Attention: [] Facsimile: [()]
If to Borrower:	Carroll Preservation, LLC 225 West Washington Street, Suite 1450 Chicago, Illinois 60606 Attention: Robert C. King Facsimile: [()]
and with a copy to:	David P. Cohen, Esq. Katten Muchin Rosenman LLP 525 West Monroe Street Chicago, Illinois 60661 Facsimile: (312) 577-8751
[and a copy to:]	Boston Capital Corporation One Boston Place Boston, Massachusetts 02108 Attention: [] Facsimile: [()]
If to the Funding Lender	Citibank, N.A. 390 Greenwich Street, 2nd Floor New York, New York 10013 Attention: Transaction Management Group Re: Carroll Tower Deal No. [] Facsimile: (212) 723-8209

and to:	Citibank, N.A. 325 East Hillcrest Drive, Suite 160 Thousand Oaks, California 91360 Attention: Operations Manager/Asset Manager Re: Carroll Tower Deal No. [] Facsimile: (805) 557-0924
and if prior to the Conversion Date:	Citibank, N.A. [] [] Attention: Account Specialist Re: Carroll Tower Deal No. [] Facsimile: ()
Following the Conversion Date, with a copy to:	<ul> <li>Citibank, N.A., c/o Berkadia Commercial Servicing Department</li> <li>323 Norristown Road, Suite 300</li> <li>Ambler, Pennsylvania 19002</li> <li>Attention: Client Relations Manager</li> <li>Re: Carroll Tower Deal No. []</li> <li>Facsimile: (215) 328-0305</li> </ul>
and a copy of any notices of default sent to:	Citibank, N.A. 388 Greenwich Street New York, New York 10013 Attention: General Counsel's Office Re: Carroll Tower Deal No. [] Facsimile: (646) 291-5754

Any such notice, demand, request or communication shall be deemed to have been given and received for all purposes under this Funding Loan Agreement: (i) three Business Days after the same is deposited in any official depository or receptacle of the United States Postal Service first class, or, if applicable, certified mail, return receipt requested, postage prepaid; (ii) on the date of transmission when delivered by telecopier or facsimile transmission, telex, telegraph or other telecommunication device, provided any telecopy or other electronic transmission received by any party after 4:00 p.m., local time, as evidenced by the time shown on such transmission, shall be deemed to have been received the following Business Day; (iii) on the next Business Day after the same is deposited with a nationally recognized overnight delivery service that guarantees overnight delivery; and (iv) on the date of actual delivery to such party by any other means; provided, however, if the day such notice, demand, request or communication shall be deemed to have been given and received as aforesaid is not a Business Day, such notice, demand, request or communication shall be deemed to have been given and received on the next Business Day. Any facsimile signature by a Person on a document, notice, demand, request or communication required or permitted by this Funding Loan Agreement shall constitute a legal, valid and binding execution thereof by such Person.

Any party to this Funding Loan Agreement may change such party's address for the purpose of notice, demands, requests and communications required or permitted under this Funding Loan Agreement by providing written notice of such change of address to all of the parties by Written Notice as provided herein.

Section 11.2. Term of Funding Loan Agreement. This Funding Loan Agreement shall be in full force and effect until all payment obligations of the Governmental Lender hereunder have been paid in full and the Funding Loan has been retired or the payment thereof has been provided for; except that on and after payment in full of the Governmental Lender Notes, this Funding Loan Agreement shall be terminated, without further action by the parties hereto.

Section 11.3. Successors and Assigns. All covenants and agreements in this Funding Loan Agreement by the Governmental Lender shall bind its successors and assigns, whether so expressed or not.

Section 11.4. Legal Holidays. In any case in which the date of payment of any amount due hereunder or the date on which any other act is to be performed pursuant to this Funding Loan Agreement shall be a day that is not a Business Day, then payment of such amount or such act need not be made on such date but may be made on the next succeeding Business Day, and such later payment or such act shall have the same force and effect as if made on the date of payment or the date fixed for prepayment or the date fixed for such act, and no additional interest shall accrue for the period after such date and prior to the date of payment.

**Section 11.5. Governing Law**. This Funding Loan Agreement shall be governed by and shall be enforceable in accordance with the laws of the State.

**Section 11.6. Severability**. If any provision of this Funding Loan Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions shall not in any way be affected or impaired. In case any covenant, stipulation, obligation or agreement contained in the Governmental Lender Notes or in this Funding Loan Agreement shall for any reason be held to be usurious or in violation of law, then such covenant, stipulation, obligation or agreement shall be deemed to be the covenant, stipulation, obligation or agreement of the Governmental Lender or the Funding Lender only to the full extent permitted by law.

Section 11.7. Execution in Several Counterparts. This Funding Loan Agreement may be contemporaneously executed in several counterparts, all of which shall constitute one and the same instrument and each of which shall be, and shall be deemed to be, an original.

Section 11.8. Nonrecourse Obligation of the Borrower. Except as otherwise provided in the Borrower Loan Agreement, any obligations of the Borrower under this Funding Loan Agreement are without recourse to the Borrower or to the Borrower's partners or members, as the case may be, and the provisions of Section 11.1 of the Borrower Loan Agreement are by this reference incorporated herein.

Section 11.9. Waiver of Trial by Jury. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, EACH OF BORROWER AND THE BENEFICIARY PARTIES (A)

COVENANTS AND AGREES NOT TO ELECT A TRIAL BY JURY WITH RESPECT TO ANY ISSUE ARISING OUT OF THIS FUNDING LOAN AGREEMENT OR THE RELATIONSHIP BETWEEN THE PARTIES THAT IS TRIABLE OF RIGHT BY A JURY AND (B) WAIVES ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO SUCH ISSUE TO THE EXTENT THAT ANY SUCH RIGHT EXISTS NOW OR IN THE FUTURE. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS SEPARATELY GIVEN BY EACH PARTY, KNOWINGLY AND VOLUNTARILY WITH THE BENEFIT OF COMPETENT LEGAL COUNSEL.

**Section 11.10. Electronic Transactions**. The transactions described in this Funding Loan Agreement may be conducted and related documents and may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 11.11. Reference Date. This Funding Loan Agreement is dated for reference purposes only as of the first day of October, 2016.

IN WITNESS WHEREOF, the Funding Lender and the Governmental Lender have caused this Funding Loan Agreement to be duly executed as of the date first written above.

# CITIBANK, N.A.

By:		
Name:		
Title:		

# THE COUNTY OF KANE, ILLINOIS

By:	
Name:	
Title:	

#### EXHIBIT A

#### FORM OF SERIES A GOVERNMENTAL LENDER NOTE

THIS GOVERNMENTAL LENDER NOTE MAY BE OWNED ONLY BY AN APPROVED TRANSFEREE IN ACCORDANCE WITH THE TERMS OF THE FUNDING LOAN AGREEMENT, AND THE HOLDER HEREOF, BY THE ACCEPTANCE OF THIS GOVERNMENTAL LENDER NOTE (A) REPRESENTS THAT IT IS AN APPROVED TRANSFEREE AND (B) ACKNOWLEDGES THAT IT CAN ONLY TRANSFER THIS GOVERNMENTAL LENDER NOTE OR ANY INTEREST HEREIN TO ANOTHER APPROVED TRANSFEREE IN ACCORDANCE WITH THE TERMS OF THE FUNDING LOAN AGREEMENT.

# THE COUNTY OF KANE, ILLINOIS MULTIFAMILY HOUSING REVENUE NOTE, 2016 SERIES A (CARROLL TOWER) DATED OCTOBER \_\_, 2016

#### **\$[SERIES A AMT]**

FOR VALUE RECEIVED, THE COUNTY OF KANE, ILLINOIS ("Obligor" or "Governmental Lender") promises to pay to the order of CITIBANK, N.A. ("Holder") the maximum principal sum of \_\_\_\_\_\_ MILLION, \_\_\_\_\_ HUNDRED \_\_\_\_\_ THOUSAND DOLLARS on [\_\_\_\_\_\_ 1, 2049], or earlier as provided herein, together with interest thereon at the rates, at the times and in the amounts provided below.

Obligor shall pay to the Holder on or before each date on which payment is due under that certain Funding Loan Agreement, dated as of October 1, 2016 (the "Funding Loan Agreement"), between Governmental Lender and Holder, an amount in immediately available funds sufficient to pay the principal amount of and Prepayment Premium, if any, on this Governmental Lender Note then due and payable, whether by maturity, acceleration, prepayment or otherwise. In the event that amounts held derived from proceeds of this Governmental Lender Note, condemnation awards or insurance proceeds or investment earnings thereon are applied to the payment of principal due on this Governmental Lender Note in accordance with the Funding Loan Agreement, the principal amount due hereunder shall be reduced to the extent of the principal amount of this Governmental Lender Note so paid. Capitalized terms not otherwise defined herein shall have the meaning assigned in the Funding Loan Agreement.

Governmental Lender shall pay to the Holder on or before each date on which interest on the Funding Loan is payable interest on the unpaid balance hereof in an amount in immediately available funds sufficient to pay the interest on this Governmental Lender Note then due and payable in the amounts and at the rate or rates set forth in the Funding Loan Agreement.

This Governmental Lender Note is a pass-through obligation relating to a loan (the "Borrower Loan") made by the Obligor from proceeds of the Funding Loan to Carroll Tower Preservation LLC, an Illinois limited liability company, as borrower (the "Borrower"), under that certain Borrower Loan Agreement, dated as of October 1, 2016 (as the same may be modified,

amended or supplemented from time to time, the "Borrower Loan Agreement"), between the Obligor and the Borrower. The portion of the Borrower Loan related to this Governmental Lender Note is evidenced by the Series A Borrower Note (as defined in the Borrower Loan Agreement). Reference is made to the Borrower Loan Agreement and to the Series A Borrower Note for complete payment and prepayment terms of the Series A Borrower Note, payments on which are passed-through under this Governmental Lender Note.

This Governmental Lender Note is a limited obligation of the Obligor, payable solely from the Pledged Revenues and other funds and moneys and Security pledged and assigned under the Funding Loan Agreement. None of the Governmental Lender, the State, or any political subdivision thereof (except the Governmental Lender, to the limited extent set forth herein) nor any public agency shall in any event be liable for the payment of the principal of, premium (if any) or interest on this Governmental Lender Note or the Funding Loan or for the performance of any pledge, obligation or agreement of any kind whatsoever with respect thereto except as set forth herein and in the Funding Loan Agreement, and none of the Funding Loan or this Governmental Lender Note or any of the Governmental Lender's agreements or obligations with respect to the Funding Loan or this Governmental Lender Note shall be construed to constitute an indebtedness of or a pledge of the faith and credit of or a loan of the credit of or a moral obligation of any of the foregoing within the meaning of any constitutional or statutory provision whatsoever. The Governmental Lender has no taxing power.

This Governmental Lender Note is issued under the authority of the Industrial Building Revenue Bond Act, 50 ILCS 45/1 *et seq.*, as amended, and does not evidence a debt of the Obligor or a loan or credit extended to it within the meaning of any constitutional or statutory provision.

All capitalized terms used but not defined herein shall have the meanings ascribed to them in the Funding Loan Agreement or in the Borrower Loan Agreement.

This Governmental Lender Note is subject to the express condition that at no time shall interest be payable on this Governmental Lender Note or the Funding Loan Agreement at a rate in excess of the Maximum Rate provided in the Funding Loan Agreement; and the Obligor shall not be obligated or required to pay, nor shall the Holder be permitted to charge or collect, interest at a rate in excess of such Maximum Rate. If by the terms of this Governmental Lender Note or of the Funding Loan Agreement, the Obligor is required to pay interest at a rate in excess of such Maximum Rate. If by the terms of the governmental Lender Note or of the Funding Loan Agreement, the Obligor is required to pay interest at a rate in excess of such Maximum Rate, the rate of interest hereunder or thereunder shall be deemed to be reduced immediately and automatically to such Maximum Rate, and any such excess payment previously made shall be immediately and automatically applied to the unpaid balance of the principal sum hereof and not to the payment of interest.

Amounts payable hereunder representing late payments, penalty payments or the like shall be payable to the extent allowed by law.

This Governmental Lender Note is subject to all of the terms, conditions, and provisions of the Funding Loan Agreement, including those respecting prepayment and the acceleration of maturity.

If there is an Event of Default under the Funding Loan Documents, then in any such event and subject to the requirements set forth in the Funding Loan Agreement, the Holder may declare the entire unpaid principal balance of this Governmental Lender Note and accrued interest, if any, due and payable at once. Any portion of this Governmental Lender Note remaining outstanding upon such an acceleration of this Governmental Lender note shall be deemed paid upon transfer, to or at the direction of the Funding lender, of the Borrower Loan Documents and all security therefor free and clear of the lien of the Funding Loan Agreement. All of the covenants, conditions and agreements contained in the Funding Loan Documents are hereby made part of this Governmental Lender Note.

No delay or omission on the part of the Holder in exercising any remedy, right or option under this Governmental Lender Note or the Funding Loan Documents shall operate as a waiver of such remedy, right or option. In any event a waiver on any one occasion shall not be construed as a waiver or bar to any such remedy, right or option on a future occasion. The rights, remedies and options of the Holder under this Governmental Lender Note and the Funding Loan Documents are and shall be cumulative and are in addition to all of the rights, remedies and options of the Holder at law or in equity or under any other agreement.

The Obligor shall pay all costs of collection on demand by the Holder, including without limitation, reasonable attorneys' fees and disbursements, which costs may be added to the indebtedness hereunder, together with interest thereon, to the extent allowed by law, as set forth in the Funding Loan Agreement.

This Governmental Lender Note may not be changed orally. Presentment for payment, notice of dishonor, protest and notice of protest are hereby waived. The acceptance by the Holder of any amount after the same is due shall not constitute a waiver of the right to require prompt payment, when due, of all other amounts due hereunder. The acceptance by the Holder of any sum in an amount less than the amount then due shall be deemed an acceptance on account only and upon condition that such acceptance shall not constitute a waiver of the obligation of the Obligor to pay the entire sum then due, and Governmental Lender's failure to pay such amount then due shall be and continue to be a default notwithstanding such acceptance of such amount on account, as aforesaid. Consent by the Holder to any action of the Obligor which is subject to consent or approval of the Holder hereunder shall not be deemed a waiver of the right to require such consent or approval to future or successive actions.

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Governmental Lender Note or caused this Governmental Lender Note to be duly executed and delivered by its authorized representative as of the date first set forth above. The undersigned intends that this instrument shall be deemed to be signed and delivered as a sealed instrument.

# THE COUNTY OF KANE, ILLINOIS

[SEAL]

ATTEST:

By: \_\_\_\_\_ Its: County Clerk

### EXHIBIT B

#### FORM OF SERIES B GOVERNMENTAL LENDER NOTE

THIS GOVERNMENTAL LENDER NOTE MAY BE OWNED ONLY BY AN APPROVED TRANSFEREE IN ACCORDANCE WITH THE TERMS OF THE FUNDING LOAN AGREEMENT, AND THE HOLDER HEREOF, BY THE ACCEPTANCE OF THIS GOVERNMENTAL LENDER NOTE, (A) REPRESENTS THAT IT IS AN APPROVED TRANSFEREE AND (B) ACKNOWLEDGES THAT IT CAN ONLY TRANSFER THIS GOVERNMENTAL LENDER NOTE OR ANY INTEREST HEREIN TO ANOTHER APPROVED TRANSFEREE IN ACCORDANCE WITH THE TERMS OF THE FUNDING LOAN AGREEMENT.

# THE COUNTY OF KANE, ILLINOIS MULTIFAMILY HOUSING REVENUE NOTE, 2016 SERIES B (CARROLL TOWER) DATED OCTOBER \_\_, 2016

#### **\$[SERIES B AMT]**

FOR VALUE RECEIVED, THE COUNTY OF KANE, ILLINOIS ("Obligor" or "Governmental Lender") promises to pay to the order of CITIBANK, N.A. ("Holder") the maximum principal sum of \_\_\_\_\_\_ MILLION, \_\_\_\_\_ HUNDRED \_\_\_\_\_ THOUSAND DOLLARS, on [\_\_\_\_\_\_ 1, 2019], or earlier as provided herein, together with interest thereon at the rates, at the times and in the amounts provided below.

Obligor shall pay to the Holder on or before each date on which payment is due under that certain Funding Loan Agreement, dated as of October 1, 2016 (the "Funding Loan Agreement"), between Governmental Lender and Holder, an amount in immediately available funds sufficient to pay the principal amount of and Prepayment Premium, if any, on this Governmental Lender Note then due and payable, whether by maturity, acceleration, prepayment or otherwise. In the event that amounts held derived from proceeds of this Governmental Lender Note, condemnation awards or insurance proceeds or investment earnings thereon are applied to the payment of principal due on this Governmental Lender Note in accordance with the Funding Loan Agreement, the principal amount due hereunder shall be reduced to the extent of the principal amount of this Governmental Lender Note so paid. Capitalized terms not otherwise defined herein shall have the meaning assigned in the Funding Loan Agreement.

Governmental Lender shall pay to the Holder on or before each date on which interest on the Funding Loan is payable interest on the unpaid balance hereof in an amount in immediately available funds sufficient to pay the interest on this Governmental Lender Note then due and payable in the amounts and at the rate or rates set forth in the Funding Loan Agreement.

This Governmental Lender Note is a pass-through obligation relating to a loan (the "Borrower Loan") made by the Obligor from proceeds of the Funding Loan to Carroll Tower Preservation LLC, an Illinois limited liability company, as borrower (the "Borrower"), under that

certain Borrower Loan Agreement, dated as of October 1, 2016 (as the same may be modified, amended or supplemented from time to time, the "Borrower Loan Agreement"), between the Obligor and the Borrower. The portion of the Borrower Loan related to this Governmental Lender Note is evidenced by the Series B Borrower Note (as defined in the Borrower Loan Agreement). Reference is made to the Borrower Loan Agreement and to the Series B Borrower Note for complete payment and prepayment terms of the Series B Borrower Note, payments on which are passed-through under this Governmental Lender Note.

This Governmental Lender Note is a limited obligation of the Obligor, payable solely from the Pledged Revenues and other funds and moneys and Security pledged and assigned under the Funding Loan Agreement. None of the Governmental Lender, the State, or any political subdivision thereof (except the Governmental Lender, to the limited extent set forth herein) nor any public agency shall in any event be liable for the payment of the principal of, premium (if any) or interest on this Governmental Lender Note or the Funding Loan or for the performance of any pledge, obligation or agreement of any kind whatsoever with respect thereto except as set forth herein and in the Funding Loan Agreement, and none of the Funding Loan or this Governmental Lender Note or any of the Governmental Lender's agreements or obligations with respect to the Funding Loan or this Governmental Lender Note shall be construed to constitute an indebtedness of or a pledge of the faith and credit of or a loan of the credit of or a moral obligation of any of the foregoing within the meaning of any constitutional or statutory provision whatsoever. The Governmental Lender has no taxing power.

This Governmental Lender Note is issued under the authority of the Industrial Building Revenue Bond Act, 50 ILCS 45/1 *et seq.*, as amended, and does not evidence a debt of the Obligor or a loan or credit extended to it within the meaning of any constitutional or statutory provision.

All capitalized terms used but not defined herein shall have the meanings ascribed to them in the Funding Loan Agreement or in the Borrower Loan Agreement.

This Governmental Lender Note is subject to the express condition that at no time shall interest be payable on this Governmental Lender Note or the Funding Loan Agreement at a rate in excess of the Maximum Rate provided in the Funding Loan Agreement; and the Obligor shall not be obligated or required to pay, nor shall the Holder be permitted to charge or collect, interest at a rate in excess of such Maximum Rate. If by the terms of this Governmental Lender Note or of the Funding Loan Agreement, the Obligor is required to pay interest at a rate in excess of such Maximum Rate. If by the terms of the governmental Lender Note or of the Funding Loan Agreement, the Obligor is required to pay interest at a rate in excess of such Maximum Rate, the rate of interest hereunder or thereunder shall be deemed to be reduced immediately and automatically to such Maximum Rate, and any such excess payment previously made shall be immediately and automatically applied to the unpaid balance of the principal sum hereof and not to the payment of interest.

Amounts payable hereunder representing late payments, penalty payments or the like shall be payable to the extent allowed by law.

This Governmental Lender Note is subject to all of the terms, conditions, and provisions of the Funding Loan Agreement, including those respecting prepayment and the acceleration of maturity.

If there is an Event of Default under the Funding Loan Documents, then in any such event and subject to the requirements set forth in the Funding Loan Agreement, the Holder may declare the entire unpaid principal balance of this Governmental Lender Note and accrued interest, if any, due and payable at once. Any portion of this Governmental Lender Note remaining outstanding upon such an acceleration of this Governmental Lender note shall be deemed paid upon transfer, to or at the direction of the Funding lender, of the Borrower Loan Documents and all security therefor free and clear of the lien of the Funding Loan Agreement. All of the covenants, conditions and agreements contained in the Funding Loan Documents are hereby made part of this Governmental Lender Note.

No delay or omission on the part of the Holder in exercising any remedy, right or option under this Governmental Lender Note or the Funding Loan Documents shall operate as a waiver of such remedy, right or option. In any event a waiver on any one occasion shall not be construed as a waiver or bar to any such remedy, right or option on a future occasion. The rights, remedies and options of the Holder under this Governmental Lender Note and the Funding Loan Documents are and shall be cumulative and are in addition to all of the rights, remedies and options of the Holder at law or in equity or under any other agreement.

The Obligor shall pay all costs of collection on demand by the Holder, including without limitation, reasonable attorneys' fees and disbursements, which costs may be added to the indebtedness hereunder, together with interest thereon, to the extent allowed by law, as set forth in the Funding Loan Agreement.

This Governmental Lender Note may not be changed orally. Presentment for payment, notice of dishonor, protest and notice of protest are hereby waived. The acceptance by the Holder of any amount after the same is due shall not constitute a waiver of the right to require prompt payment, when due, of all other amounts due hereunder. The acceptance by the Holder of any sum in an amount less than the amount then due shall be deemed an acceptance on account only and upon condition that such acceptance shall not constitute a waiver of the obligation of the Obligor to pay the entire sum then due, and Governmental Lender's failure to pay such amount then due shall be and continue to be a default notwithstanding such acceptance of such amount on account, as aforesaid. Consent by the Holder to any action of the Obligor which is subject to consent or approval of the Holder hereunder shall not be deemed a waiver of the right to require such consent or approval to future or successive actions.

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Governmental Lender Note or caused this Governmental Lender Note to be duly executed and delivered by its authorized representative as of the date first set forth above. The undersigned intends that this instrument shall be deemed to be signed and delivered as a sealed instrument.

### THE COUNTY OF KANE, ILLINOIS

By: \_\_\_\_\_\_ Its: Chairman

[SEAL]

ATTEST:

By: \_\_\_\_\_ Its: Executive Director

#### **EXHIBIT C**

#### FORM OF REQUIRED TRANSFEREE REPRESENTATIONS

, 20\_\_\_

The undersigned, as holder (the "Holder") of a loan (the "Funding Loan") in the maximum amount of \$\_\_\_\_\_\_ from CITIBANK, N.A. ("Funding Lender") to THE COUNTY OF KANE, ILLINOIS (the "Governmental Lender") pursuant to a Funding Loan Agreement dated as of October 1, 2016 (the "Funding Loan Agreement") between the Funding Lender and the Governmental Lender evidenced by the Multifamily Housing Revenue Note, 2016 Series A (Carroll Tower), and the Multifamily Housing Revenue Note, 2016 Series B (Carroll Tower) (collectively, the "Governmental Lender Notes"), or holder of an interest therein, hereby represents that:

1. The Holder has sufficient knowledge and experience in financial and business matters with respect to the evaluation of residential real estate developments such as the Project to be able to evaluate the risk and merits of the investment represented by the Funding Loan. The Holder is able to bear the economic risks of such investment.

2. The Holder acknowledges that (a) it has either been supplied with or been given access to information, including financial statements and other financial information, to which a reasonable investor would attach significance in making investment decisions concerning the Governmental Lender Notes, and (b) it has had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the Borrower, the Project, the intended use of proceeds of the Funding Loan and the Funding Loan and the security therefor so that, as a reasonable investor, the Holder has been able to make its decision to [extend/purchase] the Funding Loan [or an interest therein]. In entering into this transaction, the Holder acknowledges that it has not relied upon any representations or opinions of the Governmental Lender relating to the legal consequences to the Funding Lender or other aspects of its making the Funding Loan and acquiring the Governmental Lender Notes, or interest therein, nor has it looked to, nor expected, the Governmental Lender to undertake or require any credit investigation or due diligence reviews relating to the Borrower, its financial condition or business operations, the Project (including the feasibility of and the financing and management of the Project), or any other matter pertaining to the merits or risks of the transactions contemplated by the Funding Loan Agreement and the Borrower Loan Agreement, or the adequacy of the Pledged Revenues and other security pledged to the Funding Lender to secure repayment of the Governmental Lender Notes.

3. The Holder is an Approved Transferee. For this purpose, Approved Transferee means (1) a "qualified institutional buyer" ("QIB") as defined in Rule 144A promulgated under the Securities Act of 1933, as in effect on the date hereof (the "Securities Act") that is a financial institution or commercial bank having capital and surplus of \$5,000,000,000 or more, (2) an affiliate of the Funding Lender, or (3) a trust or custodial arrangement established by the Funding Lender or one of its affiliates the beneficial interests in which will be owned only by QIBs.

4. The Holder acknowledges that it is purchasing [an interest in] the Funding Loan for investment for its own account and not with a present view toward resale or the distribution thereof, in that it does not now intend to resell or otherwise dispose of all or any part of its interests in the Funding Loan; provided, however, that the Holder may sell or transfer all or part of the Governmental Lender Notes and the Funding Loan or interests in them as provided in, and subject to the limitations in, Section 2.4 of the Funding Loan Agreement.

5. In the event any placement memorandum to be provided to any subsequent buyer or beneficial owner of such portion of the Funding Loan will disclose information with respect to the Governmental Lender other than its name, location and type of political subdivision and general information with respect to the Funding Loan and Borrower Loan and related documents, the Holder will provide the Governmental Lender with a draft of such placement memorandum and the Governmental Lender shall have a reasonable amount of time to review and approve any description of the Governmental Lender therein (which approval shall not be unreasonably withheld).

6. The Holder understands that the Funding Loan is a limited obligation of the Governmental Lender; payable solely from Pledged Revenues, funds and moneys pledged and assigned under the Funding Loan Agreement, and that the liabilities and obligations of the Governmental Lender with respect to the Funding Loan are expressly limited as set forth in the Funding Loan Agreement and related documents.

7. The Holder is duly and legally authorized to purchase [an interest in] the Funding Loan, and the Holder is duly and legally authorized to execute this Required Transferee Representations Letter. The Holder has satisfied itself that the Funding Loan is a lawful investment for it under all applicable laws.

8. The Holder is familiar with the Governmental Lender, the Borrower and the Project and is aware that the Funding Loan is not being offered and sold under or pursuant to an official statement or other disclosure document. In lieu thereof, the Holder was afforded the opportunity to ask questions of the Borrower and to review documents and other materials relating to the Borrower and the Project generally and the Funding Loan particularly. Specifically, but without limitation, the Holder was given the opportunity to review and did review and evaluate information relating to the sources of repayment of the Funding Loan and the security therefor. Based on that review and on a general familiarity with the Borrower and the Governmental Lender, the Holder understands that (i) the Funding Loan does not constitute an indebtedness, a liability, a general or moral obligation or a pledge of the faith or loan of credit of the Governmental Lender, the State of Illinois (the "State") or any political subdivision of the State within the meaning of any constitutional or statutory provisions, (ii) neither the Governmental Lender, the State nor any of its political subdivisions shall be obligated to pay the principal of or interest on the Funding Loan or other costs incident thereto except from the Pledged Revenues and assets pledged with respect thereto, (iii) neither the faith and credit nor the taxing power of the United States of America, the Governmental Lender, the State or any of its political subdivisions is pledged to the payment of the principal of or interest on the Funding Loan or other costs incident thereto, and (iv) the Funding Loan is not a debt of (A) the Governmental Lender or (B) the United States of America or any of its agencies, and is not guaranteed by the Governmental Lender or United States of America or any of its agencies.

9. Capitalized terms used herein and not otherwise defined have the meanings given such terms in the Funding Loan Agreement.

[Remainder of page intentionally left blank.]

# [Signature Page to Required Transferee Representations]

\_\_\_\_\_, as Holder

By: \_\_\_\_\_\_ Name: \_\_\_\_\_\_ Its: \_\_\_\_\_

CH2\18774279.2

Recording Requested By and When Recorded Send to:

Schiff Hardin LLP 233 South Wacker Drive Suite 6600 Chicago, Illinois 60606 Attention: Rebecca Floren

Property Identification No.:

Property Address: 200 North Second Avenue, St. Charles, Illinois 60174

# THE COUNTY OF KANE, ILLINOIS, as Governmental Lender,

and

CARROLL TOWER PRESERVATION LLC, an Illinois limited liability company, as Owner

### TAX REGULATORY AGREEMENT

Dated as of October 1, 2016

This instrument prepared by:

Paul C. Marengo Schiff Hardin LLP 233 South Wacker Drive, Suite 6600 Chicago, Illinois 60606

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### TAX REGULATORY AGREEMENT

This TAX REGULATORY AGREEMENT (this "Agreement"), entered into as of October 1, 2016, between THE COUNTY OF KANE, ILLINOIS, a duly organized and existing county created under the laws of the State of Illinois (the "County" or the "Governmental Lender"), and CARROLL PRESERVATION, LLC, an Illinois limited liability company (the "Owner"):

#### WITNESSETH:

WHEREAS, the County is issuing its Multifamily Housing Revenue Note, 2016 Series A (Carroll Tower) (the "Series A Governmental Lender Note"), and its Multifamily Housing Revenue Note, 2016 Series B (Carroll Tower) (the "Series B Governmental Lender Note" and together with the Series A Governmental Lender Note, the "Governmental Lender Notes"), pursuant to the Industrial Building Revenue Bond Act of the State of Illinois, as amended, 50 ILCS 445/1 *et seq.* (the "Act"), and the Funding Loan Agreement, dated as of October 1, 2016 (the "Funding Loan Agreement"), between the County and Citibank, N.A., as Funding Lender, for the purpose of making funds available to the Owner pursuant to a Borrower Loan Agreement, dated as of October 1, 2016 (the "Borrower Loan Agreement"), between the County and the Owner, and Wells Fargo Bank, National Association, as lender (the "Lender"), to pay a portion of the costs of financing the acquisition, construction, rebuilding, improving and extending, on the real property described on the attached <u>Exhibit A</u>, of a 108-unit low and moderate income housing project located at 200 North Second Avenue, St. Charles, Illinois 60174 (the "Project"); and

WHEREAS, in order to assure the County and the owners from time to time of the Governmental Lender Notes that interest on the Governmental Lender Notes will be excluded from gross income for federal income tax purposes under the Internal Revenue Code of 1986, as amended (the "Code"), and to further the public purposes of the County under the Act, certain restrictions on the use and occupancy of the Project under the Code must be established and, to the extent provided in this Agreement, maintained as provided in this Agreement;

Now, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, and of other valuable consideration, the receipt and sufficiency of which are acknowledged, the Owner, and the County agree as follows:

### Section 1. <u>Term of Restrictions</u>.

(a) Occupancy Restrictions: The term of the Occupancy Restrictions set forth in Section 3 shall commence on the first day on which at least 10% of the units in the Project are first occupied, and shall end on the latest of (i) the date which is 15 years after the date on which at least 50% of the units in the Project are first occupied; (ii) the first date on which no tax-exempt bond (including any refunding bond) issued with respect to the Project is outstanding; or (iii) the date on which any housing assistance provided with respect to the Project under Section 8 of the United States Housing Act of 1937, as amended, terminates (the "Qualified Project Period").

As provided by Revenue Procedure 2004-39, if less than ten percent (10%) of the residential units in the Project are Available Units (for example, because residential units are not available for occupancy due to renovations) at any time within 60 days after the later of (1) the date the Project is acquired, or (2) the issue date of the First Obligations, then the Qualified Project Period shall commence as set forth in the preceding paragraph (i.e., upon ten percent (10%) occupancy). Otherwise, for a period of 12 months beginning on the issue date of the First Obligations (the "Transition Period"), the failure to satisfy the Occupancy Restrictions will not cause the Project not to be a "qualified residential rental project" within the meaning of Section 142(d) of the Code. If the Occupancy Restrictions are not satisfied on the last date of the Transition Period, such failure will cause the Project not to be a "qualified residential rental project" within the meaning of Section 142(d) of the Code as of the issue date of the First Oble are redeemed as soon as possible, but in no event later than 18 months after the issue date of the First Obligations.

For purposes of this Section the following definitions shall apply:

"Available Units" means residential units in a residential rental project that are actually occupied and residential units in the project that are unoccupied and have been leased at least once after becoming available for occupancy, provided that (a) in the case of an acquisition of an existing residential rental project, a residential unit that is unoccupied on the later of (i) the date the project is acquired or (ii) the issue date of the First Obligations is not an Available Unit and does not become an Available Unit until it has been leased for the first time after such date, and (b) a residential unit that is not available for occupancy due to renovations is not an Available Unit and does not become an Available Unit until it has been leased for the first time after the renovations are completed.

"First Obligations" means the first issue of obligations to which Section 142(d) of the Code applies issued to finance the acquisition of an existing residential rental project.

If the Occupancy Restrictions are not satisfied on the last date of the Transition Period, the Borrower shall (i) pursuant to \_\_\_\_\_\_ of the Borrower Loan Agreement and Article III of the Funding Loan Agreement cause all of the Governmental Lender Notes to be redeemed as soon as possible, but in no event later than 18 months after the issue date of the First Obligations, or (ii) deliver to the County an opinion of nationally recognized bond counsel ("Bond Counsel") to the effect that the failure to satisfy the Occupancy Restrictions on the last date of the Transition Period will not adversely affect the exclusion of interest on the Governmental Lender Notes from gross income for federal income tax purposes.

(b) *Rental Restrictions*: The Rental Restrictions set forth in Section 4 shall, subject to paragraphs (c) and (d) of this Section 1, remain in effect with respect to the Project during the Qualified Project Period set forth in paragraph (a) of this Section 1.

(c) *Involuntary Loss or Substantial Destruction*: The Occupancy Restrictions set forth in Section 3, and the Rental Restrictions set forth in Section 4, shall cease to apply to the Project in the event of involuntary noncompliance caused by fire, seizure, requisition, foreclosure, transfer of title by deed in lieu of foreclosure, change in federal law or an action of a

federal agency after the date of delivery of the Governmental Lender Notes, which prevents the County from enforcing the Occupancy Restrictions and the Rental Restrictions, or condemnation or similar event, but only if, within a reasonable time period, (i) all of the Governmental Lender Notes are promptly retired, or amounts received as a consequence of such event are used to provide a new project which meets all of the requirements of this Agreement, which new project is subject to new restrictions substantially equivalent to those contained in this Agreement, and which is substituted in place of the Project by amendment of this Agreement, and (ii) an opinion from Bond Counsel is received by the County and the Owner to the effect that noncompliance with the Occupancy Restrictions and the Rental Restrictions as a result of such involuntary loss or substantial destruction resulting from an unforeseen event will not adversely affect the exclusion of the interest on the Governmental Lender Notes from the gross income of their owners for purposes of federal income taxation; provided, however, that the preceding provisions of this paragraph shall cease to apply in the case of such involuntary noncompliance caused by foreclosure, transfer of title by deed in lieu of foreclosure or similar event if at any time during the Qualified Project Period subsequent to such event the Owner or any "related person" (as defined in Section 147(a)(2) of the Code) obtains an ownership interest in the Project for federal income tax purposes.

(d) *Termination*: This Agreement shall terminate upon the earliest of (i) termination of the Occupancy Restrictions and the Rental Restrictions, as provided in paragraphs (a), (b) and (c) of this Section 1, or (ii) delivery to the County and the Owner of an opinion of Bond Counsel to the effect that continued compliance with the Rental Restrictions and Occupancy Restrictions on the Project is not required in order for interest on the Governmental Lender Notes to remain excludible from gross income for federal income tax purposes.

(e) *Certification*: Upon termination of this Agreement, in whole or in part, the Owner and the County shall execute, and the parties shall cause to be recorded (at the Owner's expense), in all offices in which this Agreement was recorded, a certificate of termination, specifying which of the restrictions contained in this Agreement has terminated, and the portion of the Project to which such termination relates.

Section 2. <u>Project Restrictions</u>. The Owner represents, warrants and covenants as follows:

(a) The Owner has reviewed the provisions of the Code and the Treasury Regulations thereunder (the "Regulations") applicable to this Agreement (including, without limitation, Section 142(d) of the Code and Section 1.103-8(b) of the Regulations) with its counsel and understands those provisions.

(b) The Project is being acquired, rehabilitated and equipped for the purpose of providing a "qualified residential rental project" (within the meaning of Section 142(d) of the Code) and will, during the term of the Rental Restrictions and Occupancy Restrictions, continue to constitute a "qualified residential rental project" under Section 142(d) of the Code and any Regulations heretofore or hereafter promulgated thereunder and applicable thereto.

(c) At least 95% of the Project will consist of a "building or structure" (as defined in Section 1.103-8(b)(8)(iv) of the Regulations), or several proximate buildings or structures of

similar construction, each containing one or more similarly constructed residential units (as defined in Section 1.103-8(b)(8)(i) of the Regulations, as modified by the definition of "single-room occupancy housing units" set forth in Section 3008 of the Housing and Economic Recovery Act of 2010) located on a single tract of land, including contiguous tracts of land (as defined in Section 1.103-8(b)(4)(ii)(b) of the Regulations), which will be owned, for federal tax purposes, at all times by the same person and financed pursuant to a common plan (within the meaning of Section 1.103-8(b)(4)(ii) of the Regulations), together with functionally related and subordinate facilities (within the meaning of Section 1.1038(b)(4)(ii)). The Project will contain five or more similarly constructed units.

(d) None of the residential units in the Project will at any time be used on a transient basis, nor will the Project itself be used as a hotel, motel, dormitory, fraternity or sorority house, rooming house, hospital, nursing home, sanitarium, rest home or trailer park or court for use on a transient basis.

(e) In no event will continual or frequent nursing, medical or psychiatric services be made available at the Project, within the meaning of Revenue Ruling 98-47, 1998-2 C.B. 397, or any successor thereto.

(f) All of the residential units in the Project will be leased or rented, or will be available for lease or rental, on a continuous basis to members of the general public (other than units for a resident manager or maintenance personnel), subject, however, to the requirements of Section 3(a) hereof. Each Qualifying Tenant (as hereinafter defined) occupying a residential unit in the Project shall be required to execute a written lease agreement (the "Lease Agreement") with a stated term of not less than 30 days nor more than one year.

(g) Any functionally related and subordinate facilities (e.g., parking areas, swimming pools, tennis courts, etc.) which are financed by the Governmental Lender Notes and included as part of the Project will be of a character and size commensurate with the character and size of the Project, and will be made available to all tenants on an equal basis. Fees will only be charged with respect to the use thereof if the charging of fees is customary for the use of such facilities at similar residential rental properties in the surrounding area (i.e., within a one-mile radius of the Project) and then only in amounts commensurate with the fees being charged at similar residential rental properties within such area. In any event, any fees charged will not be discriminatory or exclusionary as to the Qualifying Tenants (as defined in Section 3). No functionally related and subordinate facilities will be made available to persons other than tenants or their guests.

(h) Each residential unit in the Project will contain separate and complete facilities for living, sleeping, eating, cooking and sanitation for a single person or family.

(i) No portion of the Project will be used to provide any health club facility, any facility primarily used for gambling, or any store, the principal business of which is the sale of alcoholic beverages for consumption off premises, in violation of Section 147(e) of the Code.

Section 3. <u>Occupancy Restrictions</u>. The Owner represents, warrants and covenants as follows:

4

(a) Pursuant to the election of the County and the Owner in accordance with the provisions of Section 142(d)(1)(B) of the Code, at all times during the term of the Occupancy Restrictions set forth in Section 1(a) at least 40% of the completed residential units in the Project will be continuously occupied (or treated as occupied as provided in this Agreement), or held available for occupancy, by Qualifying Tenants as defined below. For purposes of this Agreement, "Qualifying Tenants" means individuals or families whose aggregate adjusted incomes do not exceed 60% of the applicable median gross income (adjusted for family size) for the area in which the Project is located, as such income and area median gross income are determined by the Secretary of the United States Treasury in a manner consistent with determinations of income and area median gross income under Section 8(f) the United States Housing Act of 1937, as amended (or, if such program is terminated, under such program as in effect immediately before such termination).

(b) Prior to the commencement of occupancy of any unit to be occupied by a Qualifying Tenant, the prospective tenant's eligibility shall be established by execution and delivery by such prospective tenant of an Income Computation and Certification substantially in the form attached as <u>Exhibit B</u> or such other form as complies with the applicable tax law requirements of Section 142(d) of the Code and is acceptable to the County (the "Income Certification") evidencing that the aggregate adjusted income of such prospective tenant does not exceed the applicable income limit. In addition, such prospective tenant shall be required to provide whatever other information, documents or certifications are reasonably deemed necessary by the Owner or the County to substantiate the Income Certification

(c) Not less frequently than annually, the Owner shall determine whether the current aggregate adjusted income of each tenant occupying any unit being treated by the Owner as occupied by a Qualifying Tenant exceeds the applicable income limit. For such purpose, the Owner will require each such tenant to execute and deliver to the Owner the Income Certification substantially in the form attached as <u>Exhibit B</u>.

(d) Any unit vacated by a Qualifying Tenant will be treated as continuing to be occupied by such tenant until reoccupied, other than for a temporary period not to exceed 31 days, at which time the character of such unit as a unit occupied by a Qualifying Tenant shall be redetermined.

(e) If an individual's or family's income exceeds the applicable income limit as of any date of determination, the income of such individual or family shall be treated as continuing not to exceed the applicable limit; provided that the income of an individual or family did not exceed the applicable income limit upon commencement of such tenant's occupancy or as of any prior income determination; and provided, further, that if any individual's or family's income as of the most recent income determination exceeds 140% of the applicable income limit, such individual or family shall cease to qualify as a Qualifying Tenant if, prior to the next income determination of such individual or family, any unit in that Project of comparable or smaller size to such individual's or family's unit is occupied by any tenant other than a Qualifying Tenant.

(f) For purposes of satisfying the requirement that 40% of the completed residential units of each Project be occupied by Qualifying Tenants, the following principles shall apply:(i) at the time 10% of the residential units in the Project are occupied, 40% of such units must be

occupied by Qualifying Tenants in the number set forth in <u>Exhibit D</u> hereto for the Project, and (ii) after 10% of the residential units in the Project are occupied, non-Qualifying Tenants may occupy the remaining units in the Project other than those listed in <u>Exhibit D</u>, but only if the Qualifying Tenants' occupancies predate the non-Qualifying Tenants' occupancies.

(g) The Lease Agreement to be utilized by the Owner in renting any residential units in the Project to a prospective Qualifying Tenant shall provide for termination of the Lease Agreement following 30 days' notice, subject to applicable provisions of Illinois law (including for such purpose all applicable home rule ordinances), for any material misrepresentation made by such person with respect to the Income Certification with the effect that such tenant is not a Qualifying Tenant.

(h) All Income Certifications will be maintained on file at the Project so long as any of the Governmental Lender Notes is outstanding and for five years thereafter with respect to each Qualifying Tenant who occupied a residential unit in the Project during the period the restrictions hereunder are applicable; and the Owner will, promptly upon receipt, file a copy thereof with the County.

(i) On the first day of each Qualified Project Period, on the fifteenth days of March, June, September and December of each year during the applicable Qualified Project Period, and within 30 days after the final day of each month in which there occurs any change in the occupancy of a residential unit in the Project, the Owner will submit to the County a "Certificate of Continuing Program Compliance" with respect to the Project, in the form attached as <u>Exhibit</u>  $\underline{C}$ , executed by the Owner.

(j) The Owner shall submit to the Secretary of the United States Treasury (at such time and in such manner as the Secretary shall prescribe) an annual certification as to whether the Project continues to meet the requirements of Section 142(d) of the Code. Failure to comply with such requirement may subject the Owner to the penalty provided in Section 6652(j) of the Code. The Owner shall submit a copy of each such annual certification to the County.

Section 4. <u>Rental Restrictions</u>. The Owner represents, warrants and covenants that, once available for occupancy, each residential unit in the Project will be rented or available for rental on a continuous basis to members of the general public (other than (a) units for a resident manager or maintenance personnel, and (b) units for Qualifying Tenants as provided for in Section 3).

Section 5. <u>Transfer Restrictions</u>. The Owner covenants and agrees that, except as provided in the last sentence of this Section 5 and except as provided in Section 6(g), no conveyance, transfer, assignment or any other disposition of title to the Project (a "Transfer") shall be made prior to the termination of the applicable Rental Restrictions and Occupancy Restrictions hereunder, unless the transferee pursuant to the Transfer assumes in writing, in a form reasonably acceptable to the County, all of the executory duties and obligations hereunder of the Owner, including this Section 5, and agrees to cause any subsequent transferee prior to the termination of the assume such duties and obligations in the event of a subsequent Transfer by the transferee prior to the termination of the Rental Restrictions hereunder (the "Assumption

Agreement"). The Owner shall deliver the Assumption Agreement to the County at least 30 days prior to a proposed Transfer.

Section 6. <u>Enforcement</u>. (a) The Owner shall permit all duly authorized representatives of the County to inspect any books and records of the Owner regarding the Project and the incomes of Qualifying Tenants which pertain to compliance with the provisions of this Agreement and Section 142(d) of the Code and the Regulations heretofore or hereafter promulgated thereunder at reasonable times and upon reasonable notice.

(b) In addition to the information provided for in Section 3(i), the Owner shall submit any other information, documents or certifications reasonably requested by the County which the County deems reasonably necessary to substantiate continuing compliance with the provisions of this Agreement and Section 142(d) of the Code and the Regulations heretofore or hereafter promulgated thereunder.

(c) The County and the Owner each covenants that it will not take or permit to be taken any action within its control that it knows would adversely affect the exclusion of interest on the Governmental Lender Notes from the gross income of their owners for purposes of federal income taxation pursuant to Section 103 of the Code. Moreover, the County and the Owner covenant to take any lawful action within their control (including amendment of this Agreement as may be necessary, in the opinion of Bond Counsel) to comply fully with all applicable rules, rulings, policies, procedures, Regulations or other official statements promulgated or proposed by the Department of the Treasury or the Internal Revenue Service from time to time pertaining to obligations issued under Section 142(d) of the Code and affecting the Project.

(d) The Owner covenants and agrees to inform the County and the \_\_\_\_\_\_ by written notice of any violation of its obligations under this Agreement within five days of first discovering any such violation. If any such violation is not corrected to the satisfaction of the County within the period of time specified by either the County, which shall be (A) 45 days after the effective date of any notice to or from the Owner, or (B) such longer period as is specified in an opinion of Bond Counsel, and as in such opinion will not result in the loss of such exclusion of interest on the Governmental Lender Notes, without further notice, the County shall declare a default under this Agreement effective on the date of such declaration of default, and the County shall apply to any court, state or federal, for specific performance of this Agreement or an injunction against any violation of this Agreement, or any other remedies at law or in equity or any such other actions as shall be necessary or desirable so as to correct noncompliance with this Agreement.

(e) The Owner and the County each acknowledges that the primary purpose for requiring compliance with the restrictions provided in this Agreement is to preserve the exclusion of interest on the Governmental Lender Notes from gross income of their owners for purposes of federal income taxation, and that the County, on behalf of the owners of the Governmental Lender Notes, who are declared to be third-party beneficiaries of this Agreement, shall be entitled for any breach of the provisions of this Agreement, to all remedies both at law and in equity in the event of any default under this Agreement, which in the opinion of the County and Bond Counsel could adversely affect the exclusion of interest on the Governmental Lender Notes from gross income for purposes of federal income taxation.

(f) In the enforcement of this Agreement, the County may rely on any certificate delivered by or on behalf of the Owner or any tenant with respect to the Project.

(g) Nothing in this Section shall preclude the County or the Lender from exercising any remedies they might otherwise have, by contract, statute or otherwise, upon the occurrence of any violation under this Agreement, which in the opinion of the County and Bond Counsel could adversely affect the exclusion of interest on the Governmental Lender Notes from gross income of their owners for purposes of federal income taxation.

Section 7. <u>Covenants to Run With the Land</u>. The Owner subjects the Project to the covenants, reservations and restrictions set forth in this Agreement. The County and the Owner declare their express intent that the covenants, reservations and restrictions set forth in this Agreement shall be deemed covenants, reservations and restrictions running with the land to the extent permitted by law, and, subject to paragraphs (c) and (d) of Section 1, shall pass to and be binding upon the Owner's successors in title to the Project throughout the term of this Agreement. Each and every contract, deed, mortgage, lease or other instrument hereafter executed covering or conveying the Project or any portion thereof or interest therein (excluding any transferee of a limited partnership interest in the Owner) shall conclusively be held to have been executed, delivered and accepted subject to such covenants, reservations and restrictions, regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed, mortgage, lease or other instrument.

Section 8. <u>Recording</u>. The Owner shall cause this Agreement and all amendments and supplements to this Agreement to be recorded in the conveyance and real property records of Kane County, Illinois, and in such other places as the County may reasonably request. The Owner shall pay all fees and charges incurred in connection with any such recording.

Section 9. <u>No Conflict With Other Documents</u>. The Owner warrants and covenants that it has not and will not execute any other agreement with provisions inconsistent or in conflict with the provisions of this Agreement (except documents that are subordinate to the provisions of this Agreement), and the Owner agrees that the requirements of this Agreement are paramount and controlling as to the rights and obligations set forth in this Agreement, which supersede any other requirements in conflict with this Agreement.

Section 10. <u>Interpretation</u>. Any terms not defined in this Agreement shall have the same meaning as terms defined in the Borrower Loan Agreement, the Funding Loan Agreement, or Section 142(d) of the Code and the Regulations heretofore or hereafter promulgated thereunder.

Section 11. <u>Amendment</u>. This Agreement may be amended by the parties to this Agreement to reflect changes in Section 142(d) of the Code, the Regulations hereafter promulgated thereunder and revenue rulings promulgated thereunder, or in the interpretation thereof, subject to an opinion of Bond Counsel that such amendment will not adversely affect the exclusion of the interest on the Governmental Lender Notes from the gross income of their owners for purposes of federal income taxation.

Section 12. <u>Severability</u>. The invalidity of any clause, part or provision of this Agreement shall not affect the validity of the remaining portions of this Agreement.

Section 13. <u>Notices</u>. Any notice, demand or other communication required or permitted under this Agreement shall be in writing and shall be deemed to have been given if and when personally delivered and receipted for, or, if sent by private courier service or sent by overnight mail service, shall be deemed to have been given if and when received (unless the addressee refuses to accept delivery, in which case it shall be deemed to have been given when first presented to the addressee for acceptance), or on the third day after being deposited in United States registered or certified mail, postage prepaid. Any such notice, demand or other communication shall be addressed to a party at its address set forth below or to such other address the party to receive such notice may have designated to all other parties by notice in accordance with this Agreement:

If to the Governmental Lender:	The County of Kane, Illinois 719 South Batavia Avenue Building A Geneva, Illinois 60134 Attention: [] Telephone: (630) 208
If to the Owner:	Carroll Tower Preservation LLC 225 West Washington Street, Suite 1450 Chicago, Illinois 60606 Attention: Robert C. King Telephone (312) 332 7164, ext. 16 rcking@carrollprop.com
with a copy to:	David Cohen, Esq. Katten Muchin Rosenman LLP 525 West Monroe Street Chicago, Illinois 60661 Telephone: (312) 902-5284 david.cohen@kattenlaw.com
and a copy to:	Boston Community Capital One Boston Place Boston, Massachusetts 02108 Attention: [] Telephone: (617)

with a copy to:

	Attention:
If to the Funding Lender:	Citibank, N.A.
-	390 Greenwich Street, 2nd Floor
	New York, New York 10013
	Attention: Transaction Management Group
	Re: Carroll Tower Deal No. []
	Facsimile: (212) 723-8209
and a copy to:	Citibank, N.A.
	325 East Hillcrest Drive, Suite 160
	Thousand Oaks, California 91360
	Attention: Operations Manager/Asset Manager
	Re: Carroll Tower Deal No. []
	Facsimile: (805) 557-0924
and a copy to:	[Additional Address(es)]

Section 14. <u>Governing Law</u>. This Agreement shall be construed in accordance with and governed by the laws of the State of Illinois, and where applicable, the laws of the United States of America.

Section 15. <u>Counterparts</u>. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and sealed by their respective, duly authorized representatives, as of the day and year first above written.

# THE COUNTY OF KANE, ILLINOIS

By: \_\_\_\_\_ Chairman of the County Board

Tax Regulatory Agreement Carroll Tower

# CARROLL TOWER PRESERVATION LLC,

an Illinois limited liability company

By: Carroll Properties, Inc, An Illinois corporation Its: Managing Member

By: \_\_\_\_\_ Name: Robert C. King Title: President

STATE OF ILLINOIS ) ) ss: COUNTY OF KANE )

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_\_\_, Chairman of the County Board of The County of Kane, Illinois, a duly organized and existing county created under the laws of the State of Illinois (the "County"), known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed and in the capacity therein stated, as the act and deed of the County.

GIVEN UNDER MY HAND and seal of office, this the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

Notary Public in and for the State of Illinois

[SEAL]

My commission expires on:

Tax Regulatory Agreement Carroll Tower

STATE OF ILLINOIS	)
	) ss:
COUNTY OF COOK	)

I, the undersigned, a Notary Public in and for the County and State aforesaid, certify that Robert C. King, personally known to me to be the President of Carroll Properties, Inc., an Illinois corporation and Managing Member of Carroll Tower Preservation LLC, an Illinois limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument in his/her capacity as authorized borrower representative, as his/her free and voluntary act and deed and as the free and voluntary act and deed of Carroll Tower Preservation LLC, for the uses and purposes therein set forth.

GIVEN UNDER MY HAND and seal of office, this the \_\_\_\_ day of \_\_\_\_\_, 2016

Notary Public in and for the State of Illinois

[SEAL]

My commission expires on:

# EXHIBIT A

# LEGAL DESCRIPTION

[TO COME].

PERMANENT INDEX NUMBER(S):

COMMON ADDRESS:

200 North Second Avenue, St. Charles, Illinois 60174

### **EXHIBIT B: INCOME COMPUTATION AND CERTIFICATION**<sup>1</sup>

<u>NOTE TO APARTMENT OWNER</u>: This form is designed to assist you in computing Annual Income in accordance with the method set forth in the Department of Housing and Urban Development ("HUD") Regulations (24 CFR Part 5). You should make certain that this form is at all times up to date with HUD Regulations. All capitalized terms used herein shall have the meanings set forth in the Tax Regulatory Agreement, dated as of October 1, 2016, between Carroll Tower Preservation LLC, an Illinois limited liability company (the "Owner"), and The County of Kane, Illinois.

### Re: Carroll Tower

Wilmette, Illinois

I/We, the undersigned, being first duly sworn, state that I/we have read and answered fully and truthfully each of the following questions for all persons who are to occupy the unit in the above apartment project for which application is made. Listed below are the names of all persons who intend to reside in the unit:

1.	2.	3.	4.	5.
Name of	Relationship to			
Members of the	Head of		Social Security	Place of
Household	Household	Age	Number	Employment
	HEAD			
	SPOUSE			

6. <u>Total Anticipated Income</u>. The total anticipated income, calculated in accordance with this paragraph 6, of all persons listed above for the 12-month period beginning the date that I/we plan to move into a unit (i.e., \_\_\_\_\_) is \$\_\_\_\_\_.

Included in the total anticipated income listed above are:

(a) the full amount, before payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;

(b) the net income from operation of a business or profession or net income from real or personal property (without deducting expenditures for business expansion or amortization or capital indebtedness); an allowance for depreciation of capital assets used in a business or profession may be deducted, based on straight line depreciation, as

<sup>&</sup>lt;sup>1</sup> The form of Income Computation and Certification shall be conformed to any amendments made to 24 CFR Part 5, or any regulatory provisions promulgated in substitution therefore.

provided in Internal Revenue Service regulations; include any withdrawal of cash or assets from the operation of a business or profession, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the above persons;

(c) interest and dividends (see 7(C) below);

(d) the full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump sum payment for the delayed start of a periodic payment;

(e) payments in lieu of earnings, such as unemployment and disability compensation, workers' compensation and severance pay;

(f) the amount of any public welfare assistance payment; if the welfare assistance payment includes any amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of:

(i) the amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities, plus

(ii) the maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities (if the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph 6(f)(ii) shall be the amount resulting from one application of the percentage);

(g) periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from persons not residing in the dwelling; and

(h) all regular pay, special pay and allowances of a member of the Armed Forces.

Excluded from such anticipated total income are:

(a) income from employment of children (including foster children) under the age of 18 years;

(b) payments received for the care of foster children or foster adults;

(c) lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and workers' compensation), capital gains and settlement for personal or property losses;

(d) amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;

(e) income of a live-in aide;

(f) the full amount of student financial assistance paid directly to the student or to the educational institution;

(g) special pay to a family member serving in the Armed Forces who is exposed to hostile fire;

(h) amounts received under training programs funded by the Department of Housing and Urban Development ("HUD");

(i) amounts received by a disabled person that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);

(j) amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;

(k) a resident service stipend in a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the Owner, on a part-time basis, that enhances the quality of life in the Project, including, but not limited to, fire patrol, hall monitoring, lawn maintenance and resident initiatives coordination (no resident may receive more than one stipend during the same period of time);

(l) compensation from state or local employment training programs and training of a family member as resident management staff, which compensation is received under employment training programs (including training programs not affiliated with a local government) with clearly defined goals and objectives, and which compensation is excluded only for the period during which the family member participates in the employment training program;

(m) reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;

(n) earnings in excess of \$480 for each full-time student, 18 years or older, but excluding the head of household and spouse;

(o) adoption assistance payments in excess of \$480 per adopted child;

(p) deferred periodic payments of supplemental security income and social security benefits that are received in a lump sum payment;

(q) amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit;

(r) amounts paid by a state agency to a family with a developmentally disabled family member living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home;

(s) temporary, nonrecurring or sporadic income (including gifts); and

(t) amounts specifically excluded by any other federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in 24 CFR 5.609(c) apply.

7. <u>Assets</u>. (A) Do the persons whose income or contributions are included in Item 6 above:

(i) have savings, stocks, bonds, equity in real property or other forms of capital investment (excluding the values of necessary items of personal property such as furniture and automobiles, equity in HUD homeownership programs, and interests in Indian trust land)? \_\_\_\_\_Yes \_\_\_\_No.

(ii) have they disposed of any assets (other than at a foreclosure or bankruptcy sale) during the last two years at less than fair market value? \_\_\_\_\_Yes \_\_\_\_\_No.

(B) If the answer to (i) or (ii) above is yes, does the combined total value of all such assets owned or disposed of by all such persons total more than \$5,000? \_\_\_\_Yes \_\_\_\_No.

(C) If the answer to (B) above is yes, state:

(i) the total value of all such assets: \$\_\_\_\_\_

(ii) the amount of income expected to be derived from such assets in the 12-month period beginning on the date of initial occupancy of the unit that you propose to rent: \$\_\_\_\_\_, and

(iii) the amount of such income, if any, that was included in Item 6 above: \$\_\_\_\_\_.

8. <u>Full-Time Students</u>. (a) Are all of the individuals who propose to reside in the unit full-time students? <u>Yes</u> No.

A full-time student is an individual who during each of 5 calendar months during the calendar year in which occupancy of the unit begins is a full-time student at an educational organization which normally maintains a regular faculty and curriculum and normally has a regularly enrolled body of students in attendance or an individual pursuing a full-time course of

institutional on-farm training under the supervision of an accredited agent of such an educational organization or of a state or political subdivision thereof.

A residential unit will not satisfy the income tests if all the occupants are students (as defined above) and are not entitled to file a joint tax return unless each of those students is (1) a single parent and children; (2) a student receiving assistance under title IV of the Social Security Act (Temporary Assistance for Needy Families); (3) a student enrolled in a job training program receiving assistance under the Job Training Partnership Act or under other similar Federal, State, or local laws; (4) a student who was previously under the care and placement responsibility of a foster care program (under part B or E of title IV of the Social Security Act) or (5) a student who is married and files a joint return. The single parents may not be dependents of another individual other than of their parents.

(b) If the answer to 8(a) is yes, are each of the students (1) a single parent and children; (2) a student receiving assistance under title IV of the Social Security Act (Temporary Assistance for Needy Families); (3) a student enrolled in a job training program receiving assistance under the Job Training Partnership Act or under other similar Federal, State, or local laws; (4) a student who was previously under the care and placement responsibility of a foster care program (under part B or E of title IV of the Social Security Act) or (5) a student who is married and files a joint return? <u>Yes</u> No.

(c) If the answer to 8(b) is yes, and if any of the students is a single parent with children, is such single parent not a dependent of another individual and are the children not dependents of another individual other than parent? \_\_\_\_Yes\_\_\_\_No

9. <u>Relationship to Project Owner</u>. Neither myself nor any other occupant of the unit I/we propose to rent is the owner of the rental housing project in which the unit is located (hereinafter the "Owner"), has any family relationship to the Owner, or owns directly or indirectly any interest in the Owner. For purposes of this paragraph, indirect ownership by an individual shall mean ownership by a family member; ownership by a corporation, partnership, estate or trust in proportion to the ownership or beneficial interest in such corporation, partnership, estate or trust held by the individual or a family member; and ownership, direct or indirect, by a partner of the individual.

10. <u>Reliance</u>. This certificate is made with the knowledge that it will be relied upon by the Owner to determine maximum income for eligibility to occupy the unit and is relevant to the status under federal income tax law of the interest on bonds issued to provide financing for the apartment development for which application is being made. I/We consent to the disclosure of such information to the issuer of such bonds, the holders of such bonds, any trustee acting on their behalf and any authorized agent of the Treasury Department or the Internal Revenue Service. I/We declare that all information set forth herein is true, correct and complete and based upon information I/we deem reliable, and that the statement of total anticipated income contained in paragraph 6 is reasonable and based upon such investigation as the undersigned deemed necessary. 11. <u>Further Assistance</u>. I/We will assist the Owner in obtaining any information or documents required to verify the statements made herein, including, but not limited to, either an income verification from my/our present employer(s) or copies of federal tax returns for the immediately preceding two calendar years.

12. <u>Misrepresentation</u>. I/We acknowledge that I/we have been advised that the making of any misrepresentation or misstatement in this declaration will constitute a material breach of my/our agreement with the Owner to lease the unit, and may entitle the Owner to prevent or terminate my/our occupancy of the unit by institution of an action for ejection or other appropriate proceedings.

[Signatures Appear on Following Page]

I/We declare under penalty of perjury that the foregoing is true and correct.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, Illinois.

Applicant

Applicant

Applicant

Applicant

[Signature of all persons over the age of 17 years listed in number 2 above required.]

SUBSCRIBED AND SWORN to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_

(NOTARY SEAL)

Notary Public in and for the State of \_\_\_\_\_

My Commission Expires:

### FOR COMPLETION BY APARTMENT OWNER ONLY:

- 1. Calculation of eligible income:
  - a. Enter amount entered for entire household in 6 above:
  - b. (1) if the amount entered in 7(C)(i) above is greater than \$5,000, enter the total amount entered in 7(C)(ii), subtract from that figure the amount entered in 7(C)(iii) and enter the remaining balance (\$\_\_\_\_\_);
    - (2) multiply the amount entered in 7(C)(i) times the current passbook savings rate as determined by HUD to determine what the total annual earnings on the amount in 7(C)(i) would be if invested in passbook savings (\$\_\_\_\_\_), subtract from that figure the amount entered in 7(C)(iii) and enter the remaining balance (\$\_\_\_\_); and
    - (3) enter at right the greater of the amount calculated under (1) or (2) above:
    - c. TOTAL ELIGIBLE INCOME (Line 1.a plus line 1.b(3)):

2. The amount entered in 1.c is:

Less than 60% of Median Gross Income for Area.<sup>2</sup>

\_\_\_\_\_ More than 60% of Median Gross Income for the Area.<sup>3</sup>

\$

\$

\$

<sup>&</sup>lt;sup>2</sup> "Median Gross Income for the Area" means the median income for the area where the Project is located as determined by the Secretary of Housing and Urban Development under Section 8 of the United States Housing Act of 1937, as amended, or if programs under Section 8 are terminated, median income determined under the method used by the Secretary prior to the termination. "Median Gross Income for the Area" shall be adjusted for family size. "Median Gross Income for the Area" shall be reduced for any calendar year to which Section 3009 of the Housing and Economic Recovery Act of 2010 applies.

<sup>&</sup>lt;sup>3</sup> See Footnote 2.

3. Number of apartment unit assigned:

Bedroom Size: \_\_\_\_\_ Rent: \$

- The last tenants of this apartment unit for a period of at least 30 consecutive days 4. [had/did not have] aggregate anticipated annual income, as certified in the above manner upon their initial occupancy of the apartment unit, of less than 60% of Median Gross Income for the Area.
- 5. Method used to verify applicant(s) income:

\_\_\_\_\_ Employer income verification.

\_\_\_\_\_ Copies of tax returns.

\_\_\_\_\_ Other (\_\_\_\_\_\_)

CARROLL PRESERVATION, LLC, an Illinois limited liability company

By: Carroll Properties, Inc, An Illinois corporation Its: Managing Member

By: \_\_\_\_\_ Name: Robert C. King Title: President

# INCOME VERIFICATION (for employed persons)

The undersigned employee has applied for a rental unit located in a project financed by The County of Kane, Illinois. Every income statement of a prospective tenant must be stringently verified. Please indicate below the employee's current annual income from wages, overtime, bonuses, commissions or any other form of compensation received on a regular basis.

Annual wages	
Overtime	
Bonuses	
Commissions	
Total current income	

I hereby certify that the statements above are true and complete to the best of my knowledge.

Signature

Date

Title

I hereby grant you permission to disclose my income to Carroll Tower Preservation LLC, an Illinois limited liability company, in order that it may determine my income eligibility for rental of an apartment located in its project which has been financed by The County of Kane, Illinois.

Signature

Date

Please send to:

# INCOME VERIFICATION (for self-employed persons)

I hereby attach copies of my individual federal and state income tax returns for the immediately preceding two calendar years and certify that the information shown in such income tax returns is true and complete to the best of my knowledge.

Signature

Date

### EXHIBIT C: CERTIFICATE OF CONTINUING PROGRAM COMPLIANCE

The undersigned, Authorized Borrower Representative of Carroll Tower Preservation LLC, an Illinois limited liability company (the "Owner"), certifies as follows:

1. The undersigned has read and is thoroughly familiar with the provisions of the Tax Regulatory Agreement, dated as of October 1, 2016, between the Owner and The County of Kane, Illinois (the "Tax Regulatory Agreement").

2. Based on Income Computations and Certifications on file with the Owner, as of the date of this Certificate the following number of completed residential units in the Project (i) are occupied by Qualifying Tenants (as such term is defined in the Tax Regulatory Agreement), or (ii) were previously occupied by Qualifying Tenants and have been vacant and not reoccupied except for a temporary period of no more than 31 days:

Occupied by Qualifying Tenants:<sup>4</sup>

No. of Units

Previously occupied by Qualifying Tenants (vacant and not reoccupied except for a temporary period of no more than 31 days)

No. of Units

3. The total number of completed residential units in the Project is \_\_\_\_\_

4. No default has occurred and is continuing under the Tax Regulatory Agreement.

### CARROLL PRESERVATION, LLC, an

Illinois limited liability company

By: Carroll Properties, Inc, An Illinois corporation Its: Managing Member

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

Name: Robert C. King Title: President

<sup>&</sup>lt;sup>4</sup> A unit all of the occupants of which are full-time students does not qualify as a unit occupied by Qualifying Tenants, subject to the exceptions set forth in Section 42(i)(3)(D) of the Code.

<b>Units Occupied by Qualifying</b>	Units Available for Tenants	<b>Total Completed Units</b>
Tenants	Other than Qualifying	<b>_</b>
	Tenants	
1	0	1
1	1	2
2	1	3
2	2	4
2	3	5
3	3	6
3	4	7
4	4	8
4	5	9
4	6	10
5	6	11
5	7	12
6	7	13
6	8	14
6	9	15
7	9	16
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# **EXHIBIT D: RENT-UP SCHEDULE**

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# **RESOLUTION/ORDINANCE EXECUTIVE SUMMARY**

# Resolution No.

Authorization to Establish Special Revenue Fund 390 for Website Maintenance and Technical Services

**Committee Flow:** Finance and Budget Committee, Executive Committee, County Board **Contact:** Scott Berger, 630.208.5351

### Budget Information:

Was this item budgeted? N/A	Appropriation Amount: N/A
If not budgeted, explain funding source:	

### Summary:

This resolution authorizes the creation of new Special Revenue Fund 390, for the purpose of segregating the website maintenance internal riverboat grant that will now be managed directly by the IT Department.

### COUNTY OF KANE

#### **RESOLUTION NO.**

### AUTHORIZATION TO ESTABLISH SPECIAL REVENUE FUND 390 FOR WEBSITE MAINTENANCE AND TECHNICAL SERVICES

WHEREAS, the Riverboat Committee has approved the FY2017 internal grants and per the recommendation of the Office of Community Reinvestment, has approved changing the internal controls of the website maintenance grant from OCR to IT.

WHEREAS, formerly, the website maintenance grant was processed directly from the Riverboat Fund.

WHEREAS, under the new recommendation, the website maintenance grant will we transferred to a newly established Special Revenue Fund that will be managed directly by the IT Department. This change follows the manner in which other internal grants are already managed.

WHEREAS, new Special Revenue Fund 390 - Web Technical Services, should be established to facilitate the accounting of the internal grant and the corresponding expenditures.

NOW, THEREFORE, BE IT RESOLVED, that Special Revenue Fund 390 - Web Technical Services, be created in the County's Ledger for this purpose.

Passed by the Kane County Board on October 11, 2016.

John A. Cunningham Clerk, County Board Kane County, Illinois Christopher J. Lauzen Chairman, County Board Kane County, Illinois

Vote:

16-10 New SR Fund Web Maint



# **RESOLUTION/ORDINANCE EXECUTIVE SUMMARY**

Resolution No.

Authorizing Payment of Claims

**Committee Flow:** Finance and Budget Committee, Executive Committee, County Board **Contact:** Terry Hunt, 630.232.5918

### Budget Information:

Was this item budgeted?	Appropriation Amount:
If not budgeted, explain funding source:	

### Summary:

This resolution approves claims paid totaling \$7,805,421.46.

### STATE OF ILLINOIS

COUNTY OF KANE

### RESOLUTION NO.

### AUTHORIZING PAYMENT OF CLAIMS

WHEREAS, the County Auditor has examined the attached Claims Paid Report for claims against Kane County totaling \$7,805,821.46; and

WHEREAS, the County Auditor has recommended the payment of all claims on the attached Claims Paid Report; and

WHEREAS, the claims on the attached Claims Paid Report have been paid; and

WHEREAS, the County Board finds all claims on the Claims Paid Report to be due and payable.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that payment of the claims totaling \$7,805,821.46 is approved.

Passed by the Kane County Board on October 11, 2016.

John A. Cunningham Clerk, County Board Kane County, Illinois Christopher J. Lauzen Chairman, County Board Kane County, Illinois

Vote:

16-10 Payment of Claims

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VENDOR	CLAIMS PAID REPORT		INVOICE		PAYMENT	INVOICE
NUMBER VENDOR	INVOICE DESCRIPTION	STATUS	DATE	GL DATE	DATE	AMOUNT DEPARTMENT
3894 Kane County Juror Payable Clearing	2016-00001216 Jury Payment 2074	Paid by EFT # 36324	8/2/2016	8/2/2016	8/2/2016	3,050.00 Judiciary and Courts
8258 CCMSI	2016-00001215 July Payment 2074 2016-00001225 Workers Comp Settlement Payment	Paid by EFT # 36324 Paid by EFT # 36330	8/2/2016	8/2/2016	8/2/2016	28,955.13 Human Resource Management
8258 CCMSI	2016-00001222 Workers comp Settement rayment	Paid by EFT # 36329	8/4/2016	8/4/2016	8/4/2016	2,866.37 Human Resource Management
8258 CCMSI	2016-00001224 WC & Liability Claims Reimbursement	Paid by EFT # 36329	8/4/2016	8/4/2016	8/4/2016	78,154.96 Human Resource Management
0 St. Charles Florist	24 Fresh arrangement 5/25/16	Paid by Check # 352559		7/28/2016	8/8/2016	90.00 County Board
1016 Wine Sergi Insurance (Acrisure, LLC)	110156 Notary Fees - Katherine Lawson	Paid by EFT # 35908		7/26/2016	8/8/2016	25.00 Human Resource Management
1016 Wine Sergi Insurance (Acristice, LCC)	110155 Notary fees - Eleanor Morris	Paid by EFT # 35908		7/26/2016	8/8/2016	25.00 Human Resource Management
1016 Wine Sergi Insurance (Acristice, LLC)	110154 Notary fee - Nathan Moravec	Paid by EFT # 35908		7/26/2016	8/8/2016	25.00 Human Resource Management
1016 Wine Sergi Insurance (Acristice, LLC)	110153 Notary Fee - Stephen Fitzmaurince	Paid by EFT # 35908		7/26/2016	8/8/2016	25.00 Human Resource Management
1024 Ready Refresh by Nestle (Ice Mountain)	06G0123209066 012309066 MAIL ROOM 06/13-07/12	Paid by EFT # 35852		7/25/2016	8/8/2016	56.89 Building Management
1024 Ready Refresh by Nestle (Ice Mountain)	06G0122978141 WATERCOOLER JJC 2ND FL 6/15-7/14/2016	Paid by EFT # 35852		7/27/2016	8/8/2016	21.01 Judiciary and Courts
1024 Ready Refresh by Nestle (Ice Mountain)	06G0121781991 Kane County Treasurer #0121781991	Paid by EFT # 35852		7/18/2016	8/8/2016	19.32 Treasurer/Collector
1024 Ready Refresh by Nestle (Ice Mountain)	06G0124291915 water sales 6/24, 7/11	Paid by EFT # 35852		7/20/2016	8/8/2016	111.95 Circuit Clerk
1024 Ready Refresh by Nestle (Ice Mountain)	60G0124291913 water sales 0/24, 7/11 60G0123619496 acct#0123619496 water/rent 6/15-7/14/16 Public Def. Suite 200	Paid by EFT # 35852		7/28/2016	8/8/2016	78.01 Public Defender
1024 Ready Refresh by Nestle (Ice Mountain)	0660123621419 acct#01236221419 rent 6/15-7/14/16 JJC Public Defender's	Paid by EFT # 35852 Paid by EFT # 35852		7/28/2016	8/8/2016	1.98 Public Defender
1024 Ready Refresh by Nestle (Ice Mountain)	06F0122978521 Health - Drinking Water	Paid by EFT # 35852 Paid by EFT # 35852			8/8/2016	103.96 Health
	-			7/19/2016		
1024 Ready Refresh by Nestle (Ice Mountain)	06F0122921927 Health - Drinking Water	Paid by EFT # 35852		7/19/2016	8/8/2016	13.14 Health
1027 Illinois Paper & Copier Co	IN234716 IN234716 Meter Charges - Ricoh C8002SP Copiers Jun-Jul	Paid by Check # 352455		7/27/2016	8/8/2016	821.29 Information Technologies
1040 CDW Government Inc	DRZ2318 INV #DRZ2318 Load Balancer - Tyler CMS Project	Paid by EFT # 35743		7/27/2016	8/8/2016	20,830.00 Other- Countywide Expenses
1044 City of Geneva	198004210000 816 FABYAN DIAG 757 06/02-06/29/16	Paid by Check # 352411		7/28/2016	8/8/2016	18.53 Building Management
1044 City of Geneva	198003940001 816 GC 719 BATAVIA 06/02-07/05/16	Paid by Check # 352413		7/28/2016	8/8/2016	108.53 Building Management
1044 City of Geneva	198004215000 816 FABYAN FLEET CORR 05/31-06/30/16	Paid by Check # 352409		7/28/2016	8/8/2016	95.82 Building Management
1044 City of Geneva	198004205003 816 703 FABYAN HSE 06/02-07/05/16	Paid by Check # 352410		7/28/2016	8/8/2016	25.43 Building Management
1044 City of Geneva	198004210000 816 FABYAN DIAG 757 06/02-06/29/16	Paid by Check # 352411		7/28/2016	8/8/2016	30.92 Building Management
1044 City of Geneva	198003941000 816 BLDG B 05/25-06/28/16	Paid by Check # 352412		7/28/2016	8/8/2016	186.65 Building Management
1044 City of Geneva	198003940001 816 GC 719 BATAVIA 06/02-07/05/16	Paid by Check # 352413		7/28/2016	8/8/2016	178.61 Building Management
1044 City of Geneva	198003939000 816 GC 719 BATAVIA 06/02-07/05/16	Paid by Check # 352415		7/28/2016	8/8/2016	381.56 Building Management
1044 City of Geneva	198004215000 816 FABYAN FLEET CORR 05/31-06/30/16	Paid by Check # 352409		7/28/2016	8/8/2016	150.95 Building Management
1044 City of Geneva	198003001-000 Electric/Water/Sewer 6/8/16-7/7/2016	Paid by Check # 352408		7/27/2016	8/8/2016	218.43 Animal Control
1044 City of Geneva	198004210000 816 FABYAN DIAG 757 06/02-06/29/16	Paid by Check # 352411		7/28/2016	8/8/2016	1,044.28 Building Management
1044 City of Geneva	198003940001 816 GC 719 BATAVIA 06/02-07/05/16	Paid by Check # 352413		7/28/2016	8/8/2016	17,917.06 Building Management
1044 City of Geneva	198004215000 816 FABYAN FLEET CORR 05/31-06/30/16	Paid by Check # 352409		7/28/2016	8/8/2016	294.10 Building Management
1044 City of Geneva	198004236000 816 BOMB SQUAD 06/02-07/05/16	Paid by Check # 352414	7/15/2016	7/28/2016	8/8/2016	44.49 Building Management
1044 City of Geneva	198004209000 816 777 OEM 06/02-07/05/16 06/02-07/05/16	Paid by Check # 352416	7/15/2016	7/28/2016	8/8/2016	87.14 Building Management
1044 City of Geneva	198003001-000 Electric/Water/Sewer 6/8/16-7/7/2016	Paid by Check # 352408	7/15/2016	7/27/2016	8/8/2016	823.68 Animal Control
1045 City of Aurora	180107 Health - Healthy Eating Project	Paid by Check # 352404	6/8/2016	7/19/2016	8/8/2016	3,250.00 Health
1045 City of Aurora	180661 6/2,6/3,6/7,6/8,6/9,6/13,6/14,6/16,6/21,6/22,6/23,6/27,6/28,6/30	Paid by Check # 352405	7/15/2016	7/25/2016	8/8/2016	1,880.00 Court Services
1053 Hampton Lenzini & Renwick, Inc. (HLR)	5-2015-877 08-00066-02-BR; (R)DbrmnOvrWelchCrk, P3 ConEng 5/1/16-5/31/16	Paid by EFT # 35791	6/22/2016	7/25/2016	8/8/2016	23,807.51 Transportation
1053 Hampton Lenzini & Renwick, Inc. (HLR)	4-2016-693 15-00459-00-EG; 2016 StructureSafetyInspec.P1 6/1/16-6/30/16	Paid by EFT # 35791	7/12/2016	7/25/2016	8/8/2016	19,905.63 Transportation
1054 ComEd	0416123012-0716 KirkRd/Weather O W CherryLn,Geneva 6/10/16-7/12/16	Paid by Check # 352422	7/13/2016	7/28/2016	8/8/2016	35.33 Transportation
1054 ComEd	0067153039-0716 38W901 HuntleyRd@SquareBarn 6/10/16-7/12/16	Paid by Check # 352423	7/12/2016	7/28/2016	8/8/2016	21.50 Transportation
1054 ComEd	0453004165-0716 1 1/2 LaFox, BlkbryTwp 6/3/16-7/7/16	Paid by Check # 352424	7/7/2016	7/28/2016	8/8/2016	37.57 Transportation
1054 ComEd	4539103069-0716 Orchard-StrLghts o Aucutt Rd 06/02/16-07/06/16	Paid by Check # 352421	7/6/2016	7/28/2016	8/8/2016	77.99 Transportation
1054 ComEd	5067138019-07/16 5067138019; VariousTrfcLghts 6/8/16-7/8/16	Paid by Check # 352425		7/28/2016	8/8/2016	1,612.85 Transportation
1057 AT&T	630264027107-716 Health - Monthly Service Charge	Paid by Check # 352385		7/19/2016	8/8/2016	376.95 Health
1063 Meade Electric Co Inc	673687 traffic signal repair - Randall & Bowes	Paid by EFT # 35830		7/26/2016	8/8/2016	2,889.91 Human Resource Management
1063 Meade Electric Co Inc	672665 traffic signal repair - Randall & Huntley	Paid by EFT # 35830		7/26/2016	8/8/2016	3,250.80 Human Resource Management
1063 Meade Electric Co Inc	673685 16-00000-01-GM;(R) 2016&2017 EMC - ElecMaintContract 03/10/16	Paid by EFT # 35830		7/27/2016	8/8/2016	4,506.63 Transportation
1064 US Department of Interior (USGS)	90458146 streamgaging and rainfall-gaging program - Res. #15-238	Paid by Check # 352545		7/28/2016	8/8/2016	13,475.00 Environmental Management
1066 Constellation NewEnergyGas Division, LLC	34104055 JUNE GAS SERVICE VARIOUS	Paid by EFT # 35752	7/30/2016	8/1/2016	8/8/2016	1,580.56 Building Management
1066 Constellation NewEnergyGas Division, LLC	34104055 JUNE GAS SERVICE VARIOUS	Paid by EFT # 35752	7/30/2016	8/1/2016	8/8/2016	2,068.33 Building Management
1066 Constellation NewEnergyGas Division, LLC	34104055 JUNE GAS SERVICE VARIOUS	Paid by EFT # 35752	7/30/2016	8/1/2016		1,427.12 Building Management
1066 Constellation NewEnergyGas Division, LLC	34104055 JUNE GAS SERVICE VARIOUS	Paid by EFT # 35752	7/30/2016	8/1/2016		675.47 Building Management
1066 Constellation NewEnergyGas Division, LLC	34104055 JUNE GAS SERVICE VARIOUS	Paid by EFT # 35752	7/30/2016	8/1/2016	8/8/2016	1,003.66 Building Management
1066 Constellation NewEnergyGas Division, LLC	34104055 JUNE GAS SERVICE VARIOUS	Paid by EFT # 35752	7/30/2016	8/1/2016		2,199.58 Building Management
		Paid by EFT # 35752 Paid by EFT # 35752	7/30/2016	8/2/2016	8/8/2016	
1066 Constellation NewEnergyGas Division, LLC 1067 Suburban Teamsters of Northern Illinois	0034104055-KDOT BG-164802; 41W011 Burlington, St. Charles, Gas					740.58 Transportation
	1569-07/16 16-00000-00-RF; MFT, Insurance, Maint Staff, July 2016	Paid by Check # 352531	8/1/2016	8/2/2016	8/8/2016	42,900.00 Transportation
1076 Sidwell Company	104400 2016 Edition of the Kane County Lease Atlases	Paid by Check # 352525		7/27/2016	8/8/2016	650.00 Recorder
1080 City of St. Charles	4548508010 816 JC 06/01-06/29/16	Paid by EFT # 35749		7/28/2016		2,551.74 Building Management
1080 City of St. Charles	4549184420 816 JAIL 06/01-06/29/16	Paid by EFT # 35748		7/28/2016		6,372.49 Building Management
	4548508010 816 JC 06/01-06/29/16	Paid by EFT # 35749	6/30/2016	7/28/2016	8/8/2016	2,190.79 Building Management
1080 City of St. Charles 1080 City of St. Charles	4549184420 816 JAIL 06/01-06/29/16	Paid by EFT # 35748		7/28/2016		4,095.70 Building Management

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	CLAIMS PAID REPORT					
VENDOR			INVOICE		PAYMENT	INVOICE
NUMBER VENDOR	INVOICE DESCRIPTION	STATUS	DATE	GL DATE	DATE	AMOUNT DEPARTMENT
1080 City of St. Charles	6292016 JJC WATER AND SEWER 06/01-06/29/16	Paid by EFT # 35745	6/29/2016			918.13 Court Services
1080 City of St. Charles	4543404563 816 540 RANDALL 06/01-06/29/16	Paid by EFT # 35746	6/30/2016	7/28/2016	8/8/2016	308.40 Building Management
1080 City of St. Charles	4549045330 816 540 RANDALL 06/01-06/29/16	Paid by EFT # 35747		7/28/2016		12,877.42 Building Management
1082 Burns & McDonnell Engineering Co	74754-25-1892 13-00215-30-PV; LongMeadow, SecD Eng P2 04/01/16-05/31/16	Paid by EFT # 35734	6/27/2016	7/27/2016	8/8/2016	51,658.46 Transportation
1091 V3 Construction Group LTD	Appl. No. 2 McLean Blvd Fen - 2016 Herbicide App	Paid by Check # 352546	6/30/2016	7/28/2016	8/8/2016	1,198.50 Environmental Management
1091 V3 Construction Group LTD	Application No:2 Judicial Center - Plant Mgmt	Paid by Check # 352546	6/30/2016	7/28/2016	8/8/2016	1,008.00 Environmental Management
1106 Lason MPB / HOV Services LLC	355201 Microfilm storage Jun 16	Paid by EFT # 35818	6/30/2016	7/27/2016	8/8/2016	314.71 Recorder
1109 IBM Corporation	8498965 Health - Software Renewal	Paid by EFT # 35796		7/26/2016		2,024.00 Health
1119 Gordon Flesch Company Inc	IN11604293 IN11604293 Meter Charges - Canon C5240A Copiers Jun-Jul 2016	Paid by EFT # 35783	7/16/2016	7/27/2016	8/8/2016	69.31 Information Technologies
1119 Gordon Flesch Company Inc	IN11601514 IN11601514 Meter Charges - Canon C350iF Copier Jun-Jul 2016	Paid by EFT # 35783	7/14/2016	7/27/2016	8/8/2016	32.73 Information Technologies
1119 Gordon Flesch Company Inc	IN11604304 CONT CN10009172-01 OVERAGE METER CHARGE	Paid by EFT # 35783	7/16/2016	7/27/2016	8/8/2016	38.27 Judiciary and Courts
1119 Gordon Flesch Company Inc	IN11610802 CONT #CN10008268-01 JJC/301/3RD IMAGE OVERAGE 6/16-7/23/16	Paid by EFT # 35783	7/24/2016	7/27/2016	8/8/2016	27.43 Judiciary and Courts
1119 Gordon Flesch Company Inc	IN11575524 CONTRACT CN10009172-01 - JJC 5/16-6/14 OVERAGE	Paid by EFT # 35783	6/16/2016	7/28/2016	8/8/2016	11.33 Judiciary and Courts
1119 Gordon Flesch Company Inc	IN11604309 Health - Copier Maintenance w/ Supplies	Paid by EFT # 35783	7/16/2016	7/26/2016	8/8/2016	105.00 Health
1119 Gordon Flesch Company Inc	IN11601387 cutomer # 200331 Toner CE255A Public Defender's Office	Paid by EFT # 35783	7/14/2016	7/28/2016	8/8/2016	243.47 Public Defender
1119 Gordon Flesch Company Inc	IN11600332 Cust#200331 Toners CE255A;C7115A;CE390A;Q2610A CF 280A; Pub. Def	Paid by EFT # 35783	7/13/2016	7/28/2016	8/8/2016	819.75 Public Defender
1125 Transchicago Truck Group & Northwest Ford	E36182A-1 73601 Fee for lincense plates transfers Units #38 & #25	Paid by Check # 352538	7/5/2016	7/25/2016	8/8/2016	34.00 Transportation
1125 Transchicago Truck Group & Northwest Ford	1715007 XX8245 Tank	Paid by Check # 352538	7/19/2016	7/28/2016	8/8/2016	169.48 Transportation
1130 Breaking Free	061601-S	Paid by Check # 352396	7/14/2016	7/25/2016	8/8/2016	130.00 Court Services
1130 Breaking Free	61603	Paid by Check # 352396		7/21/2016		46.00 Court Services
1130 Breaking Free	61601	Paid by Check # 352396		7/21/2016		289.00 Court Services
1133 Kara Botello	326-16 spanish interp 7-16-31-16	Paid by EFT # 35730		7/12/2016		3,360.00 Judiciary and Courts
1135 Konica Minolta Business Solutions	9002562530 mtc agreement 9/22/15-7/5/16 bizhub 160	Paid by Check # 352466		7/20/2016		208.15 Circuit Clerk
1135 Konica Minolta Business Solutions	9002594833 acct# 1188462 BiZHUB 250 4/20/16-7/19/16 KBC Public Defender	Paid by Check # 352466		7/28/2016		18.06 Public Defender
1135 Konica Minolta Business Solutions	9002582119 JJC COPIER 04/16-07/15/16	Paid by Check # 352466		7/28/2016		76.34 Court Services
1135 Konica Minolta Business Solutions	9002569780 KIDS PROG COPIER 06/10-07/09/16	Paid by Check # 352466		7/28/2016		126.32 Court Services
1135 Konica Minolta Business Solutions	9002544016 160879; BizHub C253 Copier Maint 06/01/16-06/30/16	Paid by Check # 352466		7/28/2016		314.85 Transportation
1139 One Hope United	FIT for KIDS 200 Health - Active Living&Healthy Eating Prict	Paid by EFT # 35839		7/19/2016		3,375.00 Health
1139 One Hope United	6/1/2016	Paid by EFT # 35835		7/21/2016		36,047.66 Court Services
1143 Just In Time Sandwich & Deli Inc	3483 Juror meals and snacks, JC	Paid by EFT # 35803		7/26/2016		1,807.25 Judiciary and Courts
1143 Just In Time Sandwich & Deli Inc	3486 Juror meals and snacks, JC	Paid by EFT # 35803	7/31/2016			1,981.09 Judiciary and Courts
	070116-01-46 Legal Fees-ROW Attorney, Land Acq Svcs July 2016	,				•
1168 J Patrick Jaeger		Paid by Check # 352459		7/28/2016		4,000.00 Transportation
1174 Communications Direct Inc	IN136914 Portable radios & programming items	Paid by EFT # 35751		7/27/2016		19,515.00 Emergency Management Services
1191 Alarm Detection Systems Inc	Aug-Oct 2016 Health - Security Alarm Monitoring	Paid by EFT # 35712		7/19/2016		1,023.00 Health
1195 RJ O'Neil Inc	103698 REPLACE ICE MACHINE DOOR	Paid by EFT # 35855		7/21/2016		799.21 Court Services
1197 Postmaster	7/1/2016 JURY COMMISSION BRM PERMIT #80000	Paid by Check # 352508		7/27/2016		215.00 Judiciary and Courts
1197 Postmaster	JULY 20, 2016(2) JURY COMMISSION-BRM ANNUAL MAINTENANCE PERMIT #80001	Paid by Check # 352508		7/27/2016		670.00 Judiciary and Courts
1199 LexisNexis	1604059640 legal database fees	Paid by EFT # 35821	4/30/2016			2,037.00 Judiciary and Courts
1199 LexisNexis	1605059550 legal data base monthly subscription	Paid by EFT # 35821	5/31/2016			2,037.00 Judiciary and Courts
1199 LexisNexis	1606059443 legal data base monthy subscription fee	Paid by EFT # 35821	6/30/2016			1,790.87 Judiciary and Courts
1200 HIPP Temporary Staffing Inc	20749 INV #20749 Contractual Services - 7/11-7/15/16	Paid by Check # 352449		7/27/2016		1,338.80 Information Technologies
1200 HIPP Temporary Staffing Inc	20767 INV #20767 Contractual Services - 7/18-7/23/16	Paid by Check # 352449		7/27/2016		1,605.60 Information Technologies
1200 HIPP Temporary Staffing Inc	20749 INV #20749 Contractual Services - 7/11-7/15/16	Paid by Check # 352449		7/27/2016		294.00 Other- Countywide Expenses
1200 HIPP Temporary Staffing Inc	20767 INV #20767 Contractual Services - 7/18-7/23/16	Paid by Check # 352449		7/27/2016		350.00 Other- Countywide Expenses
1213 City of Elgin	51588 1861 5/31,6/1,6/6,6/8,6/9,6/13,6/14,6/15,6/20,6/22,6/23/16	Paid by Check # 352407	7/8/2016	7/25/2016		2,277.00 Court Services
1213 City of Elgin	51607 1861 ELGIN 06/27, 06/28, 06/29, 07/06, 07/07/16	Paid by Check # 352406	7/11/2016	7/25/2016	8/8/2016	1,035.00 Court Services
1216 Waste Management of Illinois West	3.59219E+11 AUGUST VARIOUS	Paid by EFT # 35902		7/28/2016		260.00 Building Management
1216 Waste Management of Illinois West	3.5922E+11 10195016 757 FABYAN AUGUST	Paid by EFT # 35905	8/1/2016	7/28/2016	8/8/2016	72.00 Building Management
1216 Waste Management of Illinois West	3.59219E+11 AUGUST VARIOUS	Paid by EFT # 35902	8/1/2016	7/28/2016	8/8/2016	232.98 Building Management
1216 Waste Management of Illinois West	3.59219E+11 AUGUST VARIOUS	Paid by EFT # 35902	8/1/2016	7/28/2016	8/8/2016	229.00 Building Management
1216 Waste Management of Illinois West	3.59219E+11 AUGUST VARIOUS	Paid by EFT # 35902	8/1/2016	7/28/2016	8/8/2016	86.00 Building Management
1216 Waste Management of Illinois West	3.59219E+11 AUGUST VARIOUS	Paid by EFT # 35902	8/1/2016	7/28/2016	8/8/2016	62.00 Building Management
1216 Waste Management of Illinois West	3.59219E+11 10195007 OCH AUGUST	Paid by EFT # 35904	8/1/2016	7/28/2016	8/8/2016	92.00 Building Management
1216 Waste Management of Illinois West	3592202-2011-5 Refuse pickup August 2016	Paid by EFT # 35902	8/1/2016			67.00 Animal Control
1216 Waste Management of Illinois West	3352450-2011-0 2011-6 Waste Disposal - Dumpster Services July 2016 Mid month	Paid by Check # 352551		7/28/2016		338.25 Transportation
1216 Waste Management of Illinois West	3592194-2011-4 101-0095014-2011-2 AURORA AUG16 SVCS	Paid by EFT # 35903	8/1/2016			82.00 Court Services
1216 Waste Management of Illinois West	3526764-2354-9 July Port-o-let rental	Paid by EFT # 35902		7/29/2016		161.46 Emergency Management Services
1242 Source One Office Products	525107 OFFICE SUPPLIES -LINDSEY - CHIEF JUDGES	Paid by EFT # 35874		7/27/2016		159.84 Judiciary and Courts
1257 Rehm Electric Shop Inc	10236 JAIL STORAGE ROOM LIGHTS	Paid by Check # 352513		7/28/2016		109.84 Building Management
1257 Rehm Electric Shop Inc	10233 MC 2016 JUL Electrical Repairs	Paid by Check # 352513 Paid by Check # 352513		7/28/2010		523.50 Development
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1271 Frank's Employment Inc (Frank's Temporaries)	86903 Election worker	Paid by FFT # 35776	7/19/2016	7/26/2016	8/8/2016	642 60 County Clerk
1271 Frank's Employment Inc (Frank's Temporaries) 1271 Frank's Employment Inc (Frank's Temporaries)	86903 Election worker. 86882 Election worker.	Paid by EFT # 35776 Paid by EFT # 35776	7/19/2016	7/26/2016 7/26/2016		642.60 County Clerk 514.08 County Clerk

	CLAIMS PAID REPORT					
VENDOR			INVOICE		PAYMENT	INVOICE
NUMBER VENDOR	INVOICE DESCRIPTION	STATUS	DATE	GL DATE	DATE	AMOUNT DEPARTMENT
1271 Frank's Employment Inc (Frank's Temporaries)	86913 TEMP SERVICE FOR LINDSEY-7/18-7/22/16 LAUREL HUBBS	Paid by EFT # 35776	7/19/2016	7/27/2016	8/8/2016	644.00 Judiciary and Courts
1271 Frank's Employment Inc (Frank's Temporaries)	86892 TEMP FOR LINDSEY 7/11-7/15/16 LAUREL HUBBS	Paid by EFT # 35776	7/19/2016	7/27/2016	8/8/2016	644.00 Judiciary and Courts
1278 TelePlus Inc	45224 INV #45224 KDOT Tower Clean Up	Paid by EFT # 35882	7/11/2016	7/27/2016	8/8/2016	800.00 Information Technologies
1281 HOH Water Technology, Inc.	483394 JC HVAC CHEMICALS	Paid by EFT # 35789	7/15/2016	7/25/2016	8/8/2016	2,743.25 Building Management
1299 Kane County Regional Office of Education	9301 Fingerprinting Background Check	Paid by EFT # 35804	6/30/2016	7/26/2016	8/8/2016	500.00 Human Resource Management
1305 NAPA Auto Parts St. Charles	507794 HVAC VAN PARTS	Paid by Check # 352489	7/18/2016	7/25/2016	8/8/2016	3.49 Building Management
1305 NAPA Auto Parts St. Charles	508365 HVAC BELT	Paid by Check # 352489	7/22/2016	7/25/2016	8/8/2016	43.47 Building Management
1305 NAPA Auto Parts St. Charles	508169 JC PARTS IT PIT	Paid by Check # 352489	7/21/2016	7/25/2016	8/8/2016	35.92 Building Management
1315 Elgin Paper Co	585376 JAIL DEODRIZERS	Paid by Check # 352434	4/15/2016	7/25/2016	8/8/2016	224.00 Building Management
1315 Elgin Paper Co	587588 JAIL DEORDIZER	Paid by Check # 352434	7/15/2016	7/25/2016	8/8/2016	336.00 Building Management
1315 Elgin Paper Co	587600 JAIL MOP HANDLES	Paid by Check # 352434	7/15/2016	7/25/2016	8/8/2016	110.16 Building Management
1315 Elgin Paper Co	587573 PAPER TOWELS	Paid by Check # 352434	7/14/2016	7/28/2016	8/8/2016	77.24 Court Services
1315 Elgin Paper Co	587440 C-fold/Latex gloves	Paid by Check # 352434	7/8/2016	7/27/2016	8/8/2016	85.76 Animal Control
1315 Elgin Paper Co	587800 Paper towels/kitty litter/latex gloves	Paid by Check # 352434	7/22/2016	8/1/2016	8/8/2016	117.42 Animal Control
1315 Elgin Paper Co	587800 Paper towels/kitty litter/latex gloves	Paid by Check # 352434	7/22/2016	8/1/2016	8/8/2016	69.80 Animal Control
1315 Elgin Paper Co	587785 JAIL LYSOL	Paid by Check # 352434	7/22/2016	7/28/2016	8/8/2016	88.35 Building Management
1319 Susan M Lonergan	2016-24 07/10-16/16 SERV FOR KIDS PROGRAM	Paid by Check # 352473	7/15/2016	7/21/2016	8/8/2016	358.76 Court Services
1319 Susan M Lonergan	A-4763 06/20/16 SERV FOR KIDS PROG	Paid by Check # 352473	6/20/2016	7/28/2016	8/8/2016	112.50 Court Services
1319 Susan M Lonergan	2016-23 07/17-23/16 SERV FOR KIDS PROG	Paid by Check # 352473	7/22/2016	7/28/2016	8/8/2016	358.76 Court Services
1325 Priority Products, Inc.	871976 XX64 Washer alloy, locknuts, carriage bolts & cleats	Paid by Check # 352509	7/19/2016	7/28/2016	8/8/2016	245.55 Transportation
1325 Priority Products, Inc.	872102 XX64 Screws, washers, lock nuts, tension pins, connector, plug	Paid by Check # 352509	7/22/2016	7/28/2016	8/8/2016	130.58 Transportation
1334 Kane County Chronicle	322748-0716 Newspaper subscription 52 weeks	Paid by Check # 352462	7/25/2016	7/25/2016	8/8/2016	103.48 Transportation
1338 ImagePro Services & Supplies Inc	25348 toner cartridges	Paid by EFT # 35797	7/13/2016	7/20/2016	8/8/2016	921.66 Circuit Clerk
1341 Bob Barker Company Inc	NC1001299345 BRD AND CARE / MEDICAL SUPPLIES	Paid by Check # 352392	7/11/2016	7/28/2016	8/8/2016	1,551.99 Court Services
1341 Bob Barker Company Inc	NC1001299345 BRD AND CARE / MEDICAL SUPPLIES	Paid by Check # 352392	7/11/2016	7/28/2016	8/8/2016	357.00 Court Services
1349 Welch Bros Inc	1562875 KAN300 Manhole grate	Paid by Check # 352553	7/11/2016	7/25/2016	8/8/2016	133.00 Transportation
1360 Feece Oil Company	1609669 Fuel for K-73 & Trailer	Paid by Check # 352438	7/21/2016	7/22/2016	8/8/2016	31.60 Emergency Management Services
1370 Zimmerman Ford, Inc.	32337 INV #32337 Oil/Filter Change-Tire Rotation - 11 Ford Escape	Paid by Check # 352557	7/19/2016	7/27/2016	8/8/2016	39.95 Information Technologies
1372 Quill Corporation	7432731 Office Orginization	Paid by Check # 352510	7/15/2016	7/21/2016	8/8/2016	50.27 Emergency Management Services
1385 Elizabeth Donegan PsyD (Webster)	85	Paid by EFT # 35762	7/18/2016	7/27/2016	8/8/2016	750.00 Judiciary and Courts
1390 Menards, Inc.	31390 BLDG A PARTS	Paid by EFT # 35832	7/15/2016		8/8/2016	3.99 Building Management
1390 Menards, Inc.	31396 SHOP PARTS	Paid by EFT # 35832	7/15/2016		8/8/2016	68.85 Building Management
1390 Menards, Inc.	31449 JC PAINT	Paid by EFT # 35832	7/15/2016	7/25/2016	8/8/2016	66.92 Building Management
1390 Menards, Inc.	31820 JJC PARTS	Paid by EFT # 35832	7/20/2016		8/8/2016	22.12 Building Management
1390 Menards, Inc.	31654 KBC PARTS	Paid by EFT # 35832	7/18/2016		8/8/2016	11.97 Building Management
1390 Menards, Inc.	31911 KBC PARTS	Paid by EFT # 35832			8/8/2016	56.18 Building Management
1390 Menards, Inc.	31381 OCH PARTS	Paid by EFT # 35832	7/15/2016	7/25/2016	8/8/2016	166.91 Building Management
1390 Menards, Inc.	31691 OCH PARTS	Paid by EFT # 35832	7/18/2016	7/25/2016	8/8/2016	76.72 Building Management
1390 Menards, Inc.	31752 JAIL PAINT	Paid by EFT # 35832	7/19/2016		8/8/2016	11.96 Building Management
1390 Menards, Inc.	3432 35030351; B&G Parts: air filter, Insect sprays, pipe wrench, etc.	Paid by EFT # 35832	7/20/2016	7/28/2016	8/8/2016	96.31 Transportation
1390 Menards, Inc.	31757 SHOP PARTS	Paid by EFT # 35832	7/19/2016		8/8/2016	39.99 Building Management
1390 Menards, Inc.	31972 replacement battery	Paid by EFT # 35832	7/21/2016	7/22/2016	8/8/2016	101.00 Emergency Management Services
1390 Menards, Inc.	32491 wash brushes	Paid by EFT # 35832	7/27/2016	7/28/2016	8/8/2016	19.92 Emergency Management Services
1390 Menards, Inc.	2843 XX0351 Glyphosate turf rehab	Paid by Check # 352480	7/11/2016	7/25/2016	8/8/2016	239.94 Transportation
1390 Menards, Inc.	3500 XX0351 Glyphosate, rear trigger nozzle & brass connector	Paid by Check # 352480	7/21/2016	7/28/2016	8/8/2016	214.93 Transportation
1391 Fox Valley Fire & Safety Co	IN00018282 NORTH CANPUS ANNUAL FIRE PUMP TEST	Paid by EFT # 35775	7/22/2016	7/28/2016	8/8/2016	595.00 Building Management
1391 Fox Valley Fire & Safety Co	IN00018283 JAIL ANNUAL FIRE PUMP TEST	Paid by EFT # 35775	7/22/2016	7/28/2016	8/8/2016	600.00 Building Management
1391 Fox Valley Fire & Safety Co	IN00018154 Sprinkler system annual inspection July 2016	Paid by EFT # 35775	7/23/2016	8/1/2016	8/8/2016	250.00 Animal Control
1395 CENVEO Inc	111-495977 SHERIFF ENVELOPES	Paid by Check # 352402	7/21/2016	7/25/2016	8/8/2016	133.98 Building Management
1395 CENVEO Inc	111-495969 SHERIFF ENVELOPES	Paid by Check # 352402	7/21/2016	7/25/2016	8/8/2016	133.98 Building Management
1399 Sams Club Direct	000000/x8283-1 OPERATING SUPPLIES AND FOOD FOR JJC	Paid by Check # 352519	7/8/2016	7/28/2016	8/8/2016	59.12 Court Services
1399 Sams Club Direct	000000/x8283-1 OPERATING SUPPLIES AND FOOD FOR JJC	Paid by Check # 352519	7/8/2016	7/28/2016	8/8/2016	158.74 Court Services
1411 MNJ Technologies Direct Inc	3473740 INV #0003473740 Wireless Printers - Car Power Adapter-Sheriff	Paid by Check # 352485	7/14/2016		8/8/2016	63.00 Other- Countywide Expenses
1411 MNJ Technologies Direct Inc	3472459 INV #0003472459 Wireless Printers - Zebra ZQ520-Sheriff (3)	Paid by Check # 352485	7/14/2016		8/8/2016	1,848.93 Other- Countywide Expenses
1411 MNJ Technologies Direct Inc	3471716 INV #0003471716 Wireless Printers - Zebra Auto Adapter-Sheriff	Paid by Check # 352485	7/14/2016		8/8/2016	93.00 Other- Countywide Expenses
1426 G4S Technology LLC	26169 MC 2016 JUN Locates Acct #KA5202 Ref #15MWN000039	Paid by Check # 352440	7/15/2016		8/8/2016	2,929.00 Development
1428 Maria R Rodriguez	14-16 spanish interp 7-16-31-16	Paid by EFT # 35858	7/31/2016		8/8/2016	952.00 Judiciary and Courts
1447 Maria A. Castillo	317-16 spanish interp 7-16-31-16	Paid by Check # 352401	7/31/2016		8/8/2016	588.00 Judiciary and Courts
1451 Buck Brothers Inc	90314 XX782 Toggle/Roc & insert	Paid by Check # 352398	7/15/2016		8/8/2016	73.60 Transportation
1479 Valley Lock Company Inc	59282 GC KEYS	Paid by Check # 352548		7/25/2016	8/8/2016	8.60 Building Management
1496 Steiner Electric Co Inc	S005442680.001 OCH PARTS	Paid by EFT # 35879	7/22/2016		8/8/2016	144.26 Building Management
1520 LRD Systems & Forms	35682 SOA CAMPTON	Paid by Check # 352475	7/11/2016			79.66 Other- Countywide Expenses
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ENDOR JMBER VENDOR		CTATUS	INVOICE DATE	GL DATE	PAYMENT DATE	INVOICE AMOUNT DEPARTMENT
		STATUS				
1520 LRD Systems & Forms	35679 SOA DUNDEE	Paid by Check # 352475	7/5/2016	7/25/2016	8/8/2016	1,076.30 Other- Countywide Expens
1520 LRD Systems & Forms	35680 SOA RITLAND	Paid by Check # 352475	7/5/2016	7/25/2016	8/8/2016	157.41 Other- Countywide Expension
1520 LRD Systems & Forms	35681 SOA PLATO	Paid by Check # 352475		7/25/2016	8/8/2016	278.09 Other- Countywide Expens
1531 Rachel J. Hess	7/1/2016 COURT APPOINTED CONFLICT COUNSEL	Paid by EFT # 35794	7/27/2016	7/27/2016	8/8/2016	3,152.50 Judiciary and Courts
1553 Vulcan Materials Co	31205752 70680-141708 Gravel for 2016	Paid by Check # 352550	7/19/2016	7/28/2016	8/8/2016	814.32 Transportation
1553 Vulcan Materials Co	31205751 70680-141708 Gravel for 2016	Paid by Check # 352550	7/19/2016		8/8/2016	424.13 Transportation
1561 Midwest Environmental Consulting Services, Inc.	16-593 SHOOTING RANGE FILTER DISPOSAL APRIL	Paid by EFT # 35834		7/25/2016	8/8/2016	4,300.00 Building Management
1563 Firestone Tire & Service Center	260296 M191193 VEHICLE MAINT	Paid by Check # 352439	7/21/2016	7/28/2016	8/8/2016	714.02 Court Services
1565 Lionheart Critical Power Specialists, Inc.	2073639 052609300 Generator maintenance	Paid by Check # 352471	7/14/2016	7/25/2016	8/8/2016	1,073.50 Transportation
1565 Lionheart Critical Power Specialists, Inc.	2073703 052609300; Generator Inspection, Coolant & Oil Analysis Kits	Paid by Check # 352471		7/28/2016	8/8/2016	696.00 Transportation
1565 Lionheart Critical Power Specialists, Inc.	2073704 052609300; Generator Inspection, Coolant & Oil Analysis Kits	Paid by Check # 352471		7/28/2016	8/8/2016	480.00 Transportation
1565 Lionheart Critical Power Specialists, Inc.	2073706 052609300; Generator Inspection, Coolant & Oil Analysis Kits	Paid by Check # 352471	7/14/2016		8/8/2016	330.00 Transportation
1568 Kathleen LeComte	14 CF 1230 transcript 14CF1230	Paid by Check # 352470	7/26/2016	7/27/2016	8/8/2016	12.00 Judiciary and Courts
1568 Kathleen LeComte	13 CF 908 transcript 13CF908	Paid by Check # 352470		7/27/2016	8/8/2016	63.00 Judiciary and Courts
1568 Kathleen LeComte	07 MR 477 transcript 07MR477	Paid by Check # 352470		7/27/2016	8/8/2016	14.00 Judiciary and Courts
1577 Paul Guistolise MS	71916 Consulting 07/19/16	Paid by Check # 352443		7/13/2016	8/8/2016	300.00 Court Services
1595 Abel Screening Inc	2102823 ABEL Client 806470	Paid by EFT # 35707		7/13/2016	8/8/2016	79.00 Court Services
1595 Abel Screening Inc	2102824 ABEL Client 806471	Paid by EFT # 35707		7/13/2016	8/8/2016	79.00 Court Services
1595 Abel Screening Inc	2102825 ABEL Client 806472	Paid by EFT # 35707		7/13/2016	8/8/2016	79.00 Court Services
1595 Abel Screening Inc	2102826 ABEL Client 806473	Paid by EFT # 35707		7/13/2016	8/8/2016	79.00 Court Services
1595 Abel Screening Inc	2102827 ABEL Client 806475	Paid by EFT # 35707	6/16/2016		8/8/2016	79.00 Court Services
1595 Abel Screening Inc	2102828 ABEL Client 806476	Paid by EFT # 35707		7/13/2016	8/8/2016	79.00 Court Services
1595 Abel Screening Inc	2102829 ABEL Client 806477	Paid by EFT # 35707		7/13/2016	8/8/2016	79.00 Court Services
1595 Abel Screening Inc	2102830 ABEL Client 806478	Paid by EFT # 35707	6/23/2016	7/13/2016	8/8/2016	79.00 Court Services
1595 Abel Screening Inc	2102831 ABEL Client 806479	Paid by EFT # 35707		7/13/2016	8/8/2016	79.00 Court Services
1601 Prime Tack & Seal Co	49661 KaneDOT; HFE-90 Patching Mix	Paid by EFT # 35847		7/28/2016	8/8/2016	757.10 Transportation
1601 Prime Tack & Seal Co	49701 KaneDOT; HFE-90 Patching Mix	Paid by EFT # 35847		7/28/2016	8/8/2016	693.45 Transportation
1601 Prime Tack & Seal Co	49802 KaneDOT; HFE-90 Patching Mix	Paid by EFT # 35847		7/28/2016	8/8/2016	733.65 Transportation
1601 Prime Tack & Seal Co	49779 KaneDOT; HFE-90 Patching Mix	Paid by EFT # 35847		7/28/2016	8/8/2016	743.70 Transportation
1601 Prime Tack & Seal Co	49856 KaneDOT; HFE-90 Patching Mix	Paid by EFT # 35847	7/19/2016	7/28/2016	8/8/2016	733.65 Transportation
1601 Prime Tack & Seal Co	49908 KaneDOT; HFE-90 Patching Mix	Paid by EFT # 35847		7/28/2016	8/8/2016	703.50 Transportation
1615 Jane L Davis DVM	8012016 Consulting services July 2016	Paid by EFT # 35759	8/1/2016	8/1/2016	8/8/2016	2,000.00 Animal Control
1641 Superior Asphalt Materials LLC	20160779 XX29950 Patching mix	Paid by Check # 352533	6/30/2016	7/28/2016	8/8/2016	203.75 Transportation
1648 Transystems Corporation	2-2983341 15-00277-01-BR; DaubRt30Granart.P1 4/30/16-5/27/16	Paid by Check # 352540	6/3/2016	7/25/2016	8/8/2016	33,931.80 Transportation
1654 Northern Contracting, Inc.	6463 Guardrail Repair	Paid by EFT # 35836	7/18/2016	7/26/2016	8/8/2016	2,137.66 Human Resource Manage
1662 Lowes	910324 16 SHOP TOOLS	Paid by Check # 352474		7/25/2016	8/8/2016	19.91 Building Management
1662 Lowes	902714 SHOP PARTS	Paid by Check # 352474		7/25/2016	8/8/2016	43.22 Building Management
1662 Lowes	902475 16 JC PARTS	Paid by Check # 352474	7/20/2016	7/25/2016	8/8/2016	24.96 Building Management
1662 Lowes	902565 16 JC SUMP PUMP IT PIT	Paid by Check # 352474		7/25/2016	8/8/2016	152.53 Building Management
1662 Lowes	910026 JC PARTS	Paid by Check # 352474		7/25/2016	8/8/2016	3.16 Building Management
1662 Lowes	910746 JJC PARTS	Paid by Check # 352474	7/21/2016	7/25/2016	8/8/2016	35.15 Building Management
1662 Lowes	902280 16 JJC PARTS FOR FLOOR SCRUBBER	Paid by Check # 352474	7/12/2016	7/25/2016	8/8/2016	3.56 Building Management
1662 Lowes	902583 JJC PARTS	Paid by Check # 352474	7/14/2016	7/25/2016	8/8/2016	6.61 Building Management
1662 Lowes	902456 16 KBC PARTS	Paid by Check # 352474	7/20/2016		8/8/2016	14.38 Building Management
1662 Lowes	911007 16 KBC PARTS	Paid by Check # 352474		7/25/2016	8/8/2016	39.38 Building Management
1662 Lowes	910649 KBC PARTS	Paid by Check # 352474	7/18/2016	7/25/2016	8/8/2016	15.14 Building Management
1662 Lowes	902442 16 JAIL PARTS	Paid by Check # 352474	7/20/2016	7/25/2016	8/8/2016	35.51 Building Management
1694 Jill A. Kobald	13CF 1208, 2274 transcript 13CF1208 & 13CF2274	Paid by EFT # 35812	7/15/2016	7/20/2016	8/8/2016	54.00 Judiciary and Courts
1711 BLR (Thompson Information Services)	17144311R1 HR Subcription Renewal	Paid by Check # 352391	6/30/2016	7/26/2016	8/8/2016	1,395.00 Human Resource Manage
1762 Discount Uniform Co	612369 FACILITY T SHIRTS	Paid by EFT # 35761	6/28/2016	7/25/2016	8/8/2016	345.60 Building Management
1784 SimplexGrinnell	78742841 rm 160 8/1/19-7/31/16 498413 #1605-9051	Paid by EFT # 35867	6/27/2016	7/20/2016	8/8/2016	532.82 Circuit Clerk
1820 Bytronics Inc	18538 KaneDOT Julie Field Locate Application DigTrack May 2016	Paid by EFT # 35737	6/2/2016	7/28/2016	8/8/2016	155.50 Transportation
1849 Batavia Instant Print Inc	20160537 CIC & SAO PRINTED FORMS	Paid by EFT # 35719	7/26/2016	7/28/2016	8/8/2016	884.96 Building Management
1869 Worth Business Equipment	54151 Maintenance Court Reporters machines (8)	Paid by EFT # 35910	7/8/2016	7/20/2016	8/8/2016	1,760.00 Judiciary and Courts
1883 Northern Illinois Fence Inc	41086N KaneDOT Installation of Security Fence & Auto Gates	Paid by Check # 352497	6/15/2016	7/28/2016	8/8/2016	79,475.00 Transportation
1890 CliffordWald, A KIP Company	IN00097657 Service Contract for KIP 7100 CPS 07/11/16-07/11/17	Paid by EFT # 35750	7/19/2016	7/27/2016	8/8/2016	1,660.00 Recorder
1940 Comcast Cable	520090743 816 07/27/-08/26 540 RANDALL	Paid by Check # 352420	7/20/2016	7/25/2016	8/8/2016	8.44 Building Management
1940 Comcast Cable	0880673585-08/16 Service From 8/1-8/31/16 - Acct # 8771 1 088 0673585	Paid by Check # 352419		7/29/2016	8/8/2016	397.38 Operating Pool
1978 TriDim Filter Corp	1781601-1 JAIL FILTERS #158070	Paid by Check # 352541		7/25/2016	8/8/2016	976.19 Building Management
1986 U.S. Prisoner Transport (Brevard Extraditions Inc)	115490	Paid by Check # 352543	7/15/2016	8/1/2016	8/8/2016	740.25 State's Attorney
2006 Uline	78502678 TRIPLE WIRE GLOVE DISPENSER	Paid by EFT # 35894		7/21/2016	8/8/2016	61.19 Court Services

	CLAIMS PAID REPORT					
ENDOR JMBER VENDOR	INVOICE DESCRIPTION	STATUS	INVOICE DATE	GL DATE	PAYMENT DATE	INVOICE AMOUNT DEPARTMENT
2019 Dana D. Bollman 2020 Elmer Weber	12 CF 2229 Transcript 12CF2229 72816 MILEAGE	Paid by EFT # 35729	7/22/2016	7/27/2016	8/8/2016 8/8/2016	39.00 Judiciary and Courts
2020 Einer Weber 2023 Jill E Gasparaitis		Paid by Check # 352552				116.64 Merit Commission
	14 CF 1230 transcript 14CF1230 14 CF 2051 transcript 14CF2051	Paid by EFT # 35779 Paid by EFT # 35819	7/26/2016 7/12/2016		8/8/2016 8/8/2016	15.00 Judiciary and Courts 1,320.00 Judiciary and Courts
2026 Margaret M Ledvora 2030 Lutheran Social Services of IL	·	,	7/12/2016			1,760.00 Court Services
	271 DRC INPATIENT TREATMENT 06/21-06/29/16 272 SAMHSA DRC IP 06/21-07/11/16	Paid by Check # 352476	7/18/2016		8/8/2016	
2030 Lutheran Social Services of IL		Paid by Check # 352476			8/8/2016	4,620.00 Court Services
2052 Old Dominion Brush Company	0091524-IN 0011206 Restock Regular Use Parts for Sweeper Truck	Paid by Check # 352500	7/13/2016		8/8/2016	1,488.00 Transportation
2094 Intelligent Computing Solutions	160721002 INV #160721002 Contractual Tech PC 2/16-2/26/16	Paid by EFT # 35801	7/21/2016		8/8/2016	814.00 Information Technologies
2094 Intelligent Computing Solutions	160726001 INV #160726001 Contractual Tech PC 3/2-3/10/16	Paid by EFT # 35801	7/26/2016		8/8/2016	572.00 Information Technologies
2094 Intelligent Computing Solutions	160726002 INV #160726002 Contractual Tech PC 3/22-3/24/16	Paid by EFT # 35801	7/26/2016		8/8/2016	352.00 Information Technologies
2094 Intelligent Computing Solutions	160726003 INV #160726003 Contractual Tech PC 3/29-4/8/16	Paid by EFT # 35801	7/26/2016		8/8/2016	539.00 Information Technologies
2094 Intelligent Computing Solutions	160726004 INV #160726004 Contractual Tech PC 4/12-4/21/16	Paid by EFT # 35801	7/26/2016		8/8/2016	891.00 Information Technologies
2094 Intelligent Computing Solutions	160726005 INV #160726005 Contractual Tech PC 4/26-5/5/16	Paid by EFT # 35801	7/26/2016		8/8/2016	1,067.00 Information Technologies
2094 Intelligent Computing Solutions	160726006 INV #160726006 Contractual Tech PC 5/10-5/20/16	Paid by EFT # 35801	7/26/2016		8/8/2016	759.00 Information Technologies
2094 Intelligent Computing Solutions	160726007 INV #160726007 Contractual Tech PC 5/24-6/3/16	Paid by EFT # 35801	7/26/2016		8/8/2016	852.50 Information Technologies
2094 Intelligent Computing Solutions	160726008 INV #160726008 Contractual Tech PC 6/9-6/10/16	Paid by EFT # 35801	7/26/2016		8/8/2016	231.00 Information Technologies
2094 Intelligent Computing Solutions	160726009 INV #160726009 Contractual Tech PC 6/21-7/1/16	Paid by EFT # 35801	7/26/2016		8/8/2016	566.50 Information Technologies
2094 Intelligent Computing Solutions	160726010 INV #160726010 Contractual Tech PC 7/5-7/14/16	Paid by EFT # 35801	7/26/2016		8/8/2016	561.00 Information Technologies
2094 Intelligent Computing Solutions	160726012 INV #160726012 Contractual Tech PC 7/20-7/22/16	Paid by EFT # 35801	7/26/2016		8/8/2016	286.00 Information Technologies
2094 Intelligent Computing Solutions	160721001 INV #160721001 Contractual Tech PC 2/2-2/11/16	Paid by EFT # 35801	7/21/2016		8/8/2016	660.00 Information Technologies
2094 Intelligent Computing Solutions	160726011 INV #160726011 Replace Handset - JJC	Paid by EFT # 35801	7/26/2016		8/8/2016	44.00 Other- Countywide Expense
2154 RentalMax of St. Charles, LLC	179836-3 TRAILER FOR LIFT	Paid by Check # 352514	7/20/2016		8/8/2016	86.24 Building Management
2253 Nicor Gas	66664808533 816 1240 06/13-08/30/16	Paid by Check # 352493	7/13/2016		8/8/2016	137.42 Building Management
2253 Nicor Gas	03243210006 816 1330 06/13-07/13/16	Paid by Check # 352494	7/13/2016		8/8/2016	28.88 Building Management
2253 Nicor Gas	45651210002 916 401 CAMPBELL 06/22-07/22/16	Paid by Check # 352495	7/22/2016		8/8/2016	29.92 Building Management
2253 Nicor Gas	94918544068 916 427 CAMPBELL 06/22-07/22/16	Paid by Check # 352492	7/22/2016	7/28/2016	8/8/2016	47.24 Building Management
2253 Nicor Gas	88751210001 916 428 JAMES 06/22-07/22/16	Paid by Check # 352496	7/22/2016	7/28/2016	8/8/2016	27.25 Building Management
2253 Nicor Gas	05588297373a28 Nicor gas 6/6/16-7/21/2016	Paid by Check # 352491	7/21/2016	7/27/2016	8/8/2016	145.67 Animal Control
2253 Nicor Gas	39058116755JU/JU MC 2016 JUN/JUL Meter #4209788 (6/20/16-7/20/16)	Paid by Check # 352491	7/20/2016	7/28/2016	8/8/2016	23.70 Development
2370 Allied Asphalt Paving Co	201116 11017 Patching mix	Paid by Check # 352381	7/9/2016	7/28/2016	8/8/2016	106.33 Transportation
2386 The Compounder Pharmacy (Techni Med, Inc.)	241 Health - Medical supplies and Drugs	Paid by EFT # 35883	7/6/2016	7/19/2016	8/8/2016	191.00 Health
2396 Valley Hydraulic Service, Inc.	204714 K0351 Hose assy	Paid by Check # 352547	7/18/2016	7/25/2016	8/8/2016	111.70 Transportation
2400 Veritiv Operating Company	510-61619838 ELGIN COURT SVS COPY PAPER	Paid by EFT # 35897	7/13/2016	7/25/2016	8/8/2016	1,070.00 Building Management
2400 Veritiv Operating Company	510-61629303 MAILROOM STOCK	Paid by EFT # 35897	7/21/2016	7/28/2016	8/8/2016	855.41 Building Management
2400 Veritiv Operating Company	510-61625098 JC COPY PAPER	Paid by EFT # 35897	7/18/2016		8/8/2016	2,060.00 Building Management
2400 Veritiv Operating Company	510-61629273 OCH COPY PAPER	Paid by EFT # 35897	7/21/2016		8/8/2016	515.00 Building Management
2412 Suburban Tire Company	222666 M157838 2005 DODGE CARAVAN 2 TIRES	Paid by Check # 352532	7/19/2016		8/8/2016	241.46 Building Management
2470 Ace HardwareAurora/Batavia	K09281 1330 BULBS	Paid by Check # 352377	7/18/2016		8/8/2016	9.98 Building Management
2579 Xpedite Systems, LLC (Easylink Services)	1607750577 Health - FAX Blast Monthly Usage	Paid by EFT # 35911		7/19/2016	8/8/2016	425.94 Health
2605 Averus Inc	8184197 Grease Exhaust Maintenance	Paid by EFT # 35718	7/20/2016		8/8/2016	499.15 Judiciary and Courts
2614 Midwest Awards Corporation	20810 Health - David Stone Service Award	Paid by Check # 352482	7/16/2016		8/8/2016	33.00 Health
2650 Schulhof Co	2908150 HVAC TOOLS	Paid by Check # 352522	7/19/2016		8/8/2016	103.95 Building Management
2715 American Correctional Association	10735084/2016 MEMBERSHIP ACA	Paid by Check # 352322 Paid by Check # 352383	7/27/2016		8/8/2016	35.00 Court Services
2717 American Public Health Assn	9988716 2016 Health - Annual Membership Dues 2016	Paid by Check # 352383		7/19/2016	8/8/2016	900.00 Health
2723 Pitney Bowes Inc	1000836204 SEMI ANNUAL SERVICE CHARGE 0006506	Paid by Check # 352504 Paid by Check # 352506	7/10/2016		8/8/2016	115.50 Other- Countywide Expen
-		-				90.00 WIA 15
2740 IL Dept of Financial & Professional Regulation 2779 ILLCO INC	731 Renewing of Practical Nurse License and restoration fee 1303432 GC HVAC PARTS	Paid by Check # 352450	7/22/2016 7/20/2016		8/8/2016 8/8/2016	
		Paid by Check # 352451				640.41 Building Management
2779 ILLCO INC	1303431 BLDG A HVAC PARTS	Paid by Check # 352451	7/20/2016		8/8/2016	187.12 Building Management
2779 ILLCO INC	1303349 HVAC TOOLS	Paid by Check # 352451	7/19/2016		8/8/2016	65.80 Building Management
2779 ILLCO INC	1303348 GC HVAC	Paid by Check # 352451	7/19/2016		8/8/2016	131.45 Building Management
2779 ILLCO INC	1303191 HVAC VAN PARTS	Paid by Check # 352451	7/15/2016		8/8/2016	36.20 Building Management
2779 ILLCO INC	1303022 STOCK HVAC PARTS	Paid by Check # 352451	7/13/2016		8/8/2016	134.10 Building Management
2779 ILLCO INC	1302489 KaneDOT Pipe, pipe cut, pipe thread & 2 blk caps	Paid by Check # 352451		7/25/2016	8/8/2016	33.39 Transportation
2912 American Bar Association	658114 ABA Annual Dues 9/1/16-8/31/17 Public Defender Childress	Paid by Check # 352382	7/28/2016		8/8/2016	305.00 Public Defender
3031 Midwest Veterinary Supply Inc	7367266-000 Animal care supplies/Medical supplies	Paid by Check # 352484	7/26/2016	8/1/2016	8/8/2016	43.76 Animal Control
3031 Midwest Veterinary Supply Inc	7367266-000 Animal care supplies/Medical supplies	Paid by Check # 352484	7/26/2016	8/1/2016	8/8/2016	779.50 Animal Control
3031 Midwest Veterinary Supply Inc	7373774-000 Medical supplies	Paid by Check # 352484	7/28/2016	8/1/2016	8/8/2016	220.00 Animal Control
3060 Grainger Inc	9165015034 JC TOILET PARTS	Paid by EFT # 35785	7/12/2016	7/25/2016	8/8/2016	252.28 Building Management
3060 Grainger Inc	9166755182 JC PARTS	Paid by EFT # 35785	7/14/2016	7/25/2016	8/8/2016	168.80 Building Management
3060 Grainger Inc	9168770056 JC PARTS	Paid by EFT # 35785	7/18/2016	7/25/2016	8/8/2016	211.95 Building Management
		D-14 by FFT # 25705	7/10/2016	7/25/2016	8/8/2016	145.90 Building Management
3060 Grainger Inc	9171083059 JC PARTS	Paid by EFT # 35785	//15/2010	//25/2010	0/0/2010	143.50 bulluing Management

NUMBER VI	VENDOR	
	NUMBER	VI

VENDOD	CLAIMS PAID REPORT					1511/01/05
VENDOR			INVOICE		PAYMENT	INVOICE
NUMBER VENDOR	INVOICE DESCRIPTION	STATUS	DATE	GL DATE	DATE	AMOUNT DEPARTMENT
3060 Grainger Inc	9167053595 JAIL LOCK PARTS	Paid by EFT # 35785		7/25/2016	8/8/2016	835.41 Building Management
3060 Grainger Inc	9171440200 JAIL GRAFFITTI REMOVER	Paid by EFT # 35785		7/25/2016	8/8/2016	44.76 Building Management
3060 Grainger Inc	9175092809 JAIL PARTS	Paid by EFT # 35785		7/25/2016	8/8/2016	622.45 Building Management
3060 Grainger Inc	9160248820 Health - Gel Ordor liminator 5 Gal	Paid by EFT # 35785		7/19/2016	8/8/2016	285.56 Health
3060 Grainger Inc	9174270133 grease trap treatment	Paid by EFT # 35785	7/22/2016	8/3/2016	8/8/2016	113.25 Judiciary and Courts
3065 Hesed House, Inc (P.A.D.S.)	1542-02 Technology System Repair & Upgrades	Paid by EFT # 35793		7/29/2016	8/8/2016	7,900.00 County Board
3137 State of IL Secretary of State	7/19/2016 Notary- Steinkellner	Paid by Check # 352528	7/19/2016	7/27/2016	8/8/2016	10.00 County Clerk
3183 HP Products Corporation (PCS)	12727284 BATH TISSUE AND PAPER TOWELS	Paid by EFT # 35795	7/18/2016	7/28/2016	8/8/2016	288.25 Court Services
3186 Insight Public Sector Inc	1100486937 Subscription License for 1 year	Paid by Check # 352456	7/20/2016	7/29/2016	8/8/2016	944.76 Operating Pool
3199 HDR Engineering, Inc.	281047-B-35 13-00127-00-WR; Mntgmry/Rt25/HillAve, P1 Eng 5/1/16-5/28/16	Paid by Check # 352447	6/14/2016	7/25/2016	8/8/2016	5,947.04 Transportation
3199 HDR Engineering, Inc.	281053-B-16-342 14-00446-00-CH; Randall@Weld-Eng P1 5/1/16-5/28/16	Paid by Check # 352447	6/14/2016	7/25/2016	8/8/2016	3,845.26 Transportation
3204 Rayco Marking Products	34996 NOTARY STAMP	Paid by Check # 352512	7/25/2016	7/28/2016	8/8/2016	20.50 Court Services
3206 Verizon Wireless	9768626022 acct#642016383-00001 Cell Phones6/13-7/12/16Pub.Def.	Paid by Check # 352549	7/12/2016	7/28/2016	8/8/2016	410.53 Public Defender
3215 Advance Stores Company, Inc. (Advance Auto Parts)	6.92662E+12 Supplies to work on CMD trailer	Paid by EFT # 35709	6/22/2016	7/21/2016	8/8/2016	12.18 Emergency Management Services
3224 Chicago Communications, LLC	283838 Health - Program Supplies	Paid by EFT # 35744	7/5/2016	7/19/2016	8/8/2016	99.00 Health
3241 Petty CashState's Attorney	72916 April, May, June, July 2016 Petty Cash	Paid by Check # 352505	7/29/2016	7/29/2016	8/8/2016	104.00 State's Attorney
3241 Petty CashState's Attorney	72916 April, May, June, July 2016 Petty Cash	Paid by Check # 352505		7/29/2016	8/8/2016	19.43 State's Attorney
3241 Petty CashState's Attorney	72916 April, May, June, July 2016 Petty Cash	Paid by Check # 352505		7/29/2016	8/8/2016	164.03 State's Attorney
3241 Petty CashState's Attorney	72916 April, May, June, July 2016 Petty Cash	Paid by Check # 352505		7/29/2016	8/8/2016	98.75 State's Attorney
3241 Petty CashState's Attorney	72916 April, May,June,July 2016 Petty Cash	Paid by Check # 352505		7/29/2016	8/8/2016	110.00 State's Attorney
3241 Petty CashState's Attorney	72916 April, May,June,July 2016 Petty Cash	Paid by Check # 352505		7/29/2016	8/8/2016	48.00 State's Attorney
3241 Petty CashState's Attorney	72916 April, May,June,July 2016 Petty Cash	Paid by Check # 352505		7/29/2016	8/8/2016	165.00 State's Attorney
3241 Petty CashState's Attorney	72916 April, May,June,July 2016 Petty Cash	Paid by Check # 352505		7/29/2016	8/8/2016	77.58 State's Attorney
3245 Paddock Publications (Daily Herald)	T4446008 Legal Publication Plato Twps Inv#T4446008	Paid by Check # 352505		7/25/2016	8/8/2016	2,780.50 Supervisor of Assessments
3245 Paddock Publications (Daily Herald)	T4445781 Legal Notice Elgin Woodview Park	Paid by Check # 352502 Paid by Check # 352501		7/29/2016	8/8/2016	167.90 Development
3245 Paddock Publications (Daily Herald)	JUL-OCT 2016 SERVICE FROM 7/26/16-10/17/16	Paid by Check # 352501		7/27/2016	8/8/2016	39.40 Judiciary and Courts
3251 Mechanical, Inc.	CHI164798 JC CHILLER ONE MATERIAL ONLY ADDITIONAL REPAIRS	Paid by EFT # 35831		7/29/2016	8/8/2016	1,200.00 Building Management
	CHI164802 JAIL MATERIAL ONLY REPLACE FLOW SWITCH	Paid by EFT # 35831				
3251 Mechanical, Inc.		,		7/29/2016	8/8/2016	312.00 Building Management
3251 Mechanical, Inc.	CHI164801 JAIL MATERIAL ONLY ELECTRIC HEAT ELEMENTS VAV BOXES	Paid by EFT # 35831		7/29/2016	8/8/2016	1,748.00 Building Management
3251 Mechanical, Inc.	CHI164803 BLDG B REPLACE TXV LABOR ONLY	Paid by EFT # 35831		7/29/2016	8/8/2016	566.70 Building Management
3251 Mechanical, Inc.	CHI164797 JC MATERIAL ONLY CHILLER CLEANINGS	Paid by EFT # 35831		7/29/2016	8/8/2016	1,459.71 Building Management
3251 Mechanical, Inc.	CHI164638 CIC 540 EVAL RTU EQUIPMENT	Paid by EFT # 35831	6/19/2016		8/8/2016	3,022.40 Building Management
3251 Mechanical, Inc.	CHI164796 JAIL REPAIRS TO VARIOUS RTU EQUIPMENT	Paid by EFT # 35831		7/28/2016	8/8/2016	21,132.61 Other- Countywide Expenses
3265 Institute of Personality & Ability TestingIPAT	303865 psychological evaluations	Paid by Check # 352457	8/3/2016	8/3/2016	8/8/2016	68.75 Merit Commission
3297 Petty CashChief Judge's Office	7/28/2016 REIMBURSEMENT EXPENSES FOR JMB/TEM RETIREMENT	Paid by Check # 352504		7/28/2016	8/8/2016	146.95 Judiciary and Courts
3341 Harris Computer Systems (Municipal Software)	CT029768 INV #CT029768	Paid by Check # 352444		7/29/2016	8/8/2016	2,350.00 Other- Countywide Expenses
3374 Kane County Sheriff	6292016 JUNE 2016 HRS - MALLORY WRIGHT PEER JURY	Paid by Check # 352464		7/21/2016	8/8/2016	110.00 Court Services
3415 Lazarus House	2015-04-A-04 Lazarus House Emergency Shelter	Paid by Check # 352469		7/29/2016		9,540.00 Development
3434 Illinois Department of Public Health	7262016 FOOD SERV SANITATION CERT FOR GR	Paid by Check # 352452	7/26/2016	7/28/2016	8/8/2016	35.00 Court Services
3436 Paul & Bill's Service Center, Inc.	24792 Health - Vehicle Maintenance M173609	Paid by Check # 352503	7/5/2016	7/19/2016	8/8/2016	300.48 Health
3476 Community Contacts, Inc.	11/5/2014 Housing Rehabilitation Program (HOME)	Paid by Check # 352426	7/11/2016	7/29/2016	8/8/2016	37,986.60 Development
3476 Community Contacts, Inc.	2015-01-B-01 Housing Rehabilitation Program (HOME)	Paid by Check # 352426	7/14/2016	7/29/2016	8/8/2016	33,773.60 Development
3477 PADS of Elgin, Inc.	2015-04-C-04 PADS Emergency Shelter (Elgin)	Paid by EFT # 35842	6/1/2016	7/29/2016	8/8/2016	6,750.00 Development
3496 Timothy Brown PsyD	7182016 PSYCH CONSULT AT JJC FOR 07/11, 0713 AND 07/15/16	Paid by EFT # 35732	7/18/2016	7/21/2016	8/8/2016	2,125.00 Court Services
3496 Timothy Brown PsyD	72516 PSYCH CONSULTATION JJC JULY18, 20, 22	Paid by EFT # 35732	7/25/2016	7/28/2016	8/8/2016	1,997.50 Court Services
3520 Association for Individual Development (AID)	31121	Paid by EFT # 35716	7/31/2016	8/1/2016	8/8/2016	1,670.00 Court Services
3578 Warehouse Direct Office Products	C3036331-0 Refund-Electric Stapler (Damaged)	Paid by EFT # 35901	6/13/2016	7/28/2016	8/8/2016	-45.63 County Board
3578 Warehouse Direct Office Products	3128231-0 Toner, Mouse Pad, Calculator	Paid by EFT # 35901	7/18/2016	7/28/2016	8/8/2016	653.83 County Board
3578 Warehouse Direct Office Products	3129921-0 Supplies for Lean Process Boot Camp	Paid by EFT # 35901		7/29/2016	8/8/2016	159.65 Finance
3578 Warehouse Direct Office Products	3136242-0 Supplies for Lean Process Boot Camp	Paid by EFT # 35901		7/29/2016	8/8/2016	98.40 Finance
3578 Warehouse Direct Office Products	3132649-0 Supplies for Lean Process Boot Camp	Paid by EFT # 35901	7/20/2016	7/29/2016	8/8/2016	172.56 Finance
3578 Warehouse Direct Office Products	3140666-0 INV #3140666-0 Office Supplies	Paid by EFT # 35900		7/27/2016		39.98 Information Technologies
3578 Warehouse Direct Office Products	3124249-0 Office supplies	Paid by EFT # 35900		7/27/2016		114.47 County Clerk
3578 Warehouse Direct Office Products	3124249-1 Binder	Paid by EFT # 35900		7/27/2016		7.64 County Clerk
3578 Warehouse Direct Office Products	3126881-0 OFFICE SUPPLIES - THIRD ST - AKERLOW	Paid by EFT # 35901		7/27/2016		34.32 Judiciary and Courts
3578 Warehouse Direct Office Products	3122074-0 acct#152121 Colored toner; glue sticks; folders; Pub. Defender	Paid by EFT # 35901		7/28/2016		358.62 Public Defender
3578 Warehouse Direct Office Products	3121724-0 acct#152121 Notary stamp KBC A.Kruse, Public Defender's	Paid by EFT # 35901		7/28/2016		34.25 Public Defender
3578 Warehouse Direct Office Products	3132665-0 office supplies for jjc	Paid by EFT # 35900		7/28/2016		74.98 Court Services
3578 Warehouse Direct Office Products	3129912-0 ENVELOPES FOR KIDS PROGRAM	Paid by EFT # 35900		7/28/2016		49.45 Court Services
3578 Warehouse Direct Office Products	3135290-0 Office Supplies - Fiscal	Paid by EFT # 35900		7/29/2016		56.87 KCDEE MIP
	3136237-0 PENS	Paid by EFT # 35901 Paid by EFT # 35900				
3578 Warehouse Direct Office Products				7/28/2016		4.00 Building Management
3578 Warehouse Direct Office Products	C3071626-1 MEDICAL GLOVES - 3RD ST - AKERLOW	Paid by EFT # 35901	//19/2016	7/27/2016	8/8/2016	-73.92 Judiciary and Courts

	CLAIMS PAID REPORT					
VENDOR			INVOICE		PAYMENT	INVOICE
NUMBER VENDOR	INVOICE DESCRIPTION	STATUS	DATE	GL DATE	DATE	AMOUNT DEPARTMENT
3578 Warehouse Direct Office Products	3132665-0 office supplies for jjc	Paid by EFT # 35900	7/20/2016	7/28/2016	8/8/2016	526.73 Court Services
3578 Warehouse Direct Office Products	3128229-0 INV #3128229-0 Desk - Network Infrastructure	Paid by EFT # 35900	7/21/2016			1,010.59 Other- Countywide Expenses
3578 Warehouse Direct Office Products	3113020-0B Office Equipment	Paid by EFT # 35901	7/21/2016			11.06 Development
3578 Warehouse Direct Office Products	3113020-0A Office Equipment	Paid by EFT # 35901	7/21/2016	7/29/2016	8/8/2016	1,449.50 Development
3583 Elburn NAPA Inc	597676 XX1170 Safety hood, penetrant, fast wipes	Paid by EFT # 35769	6/30/2016	7/25/2016		205.23 Transportation
3583 Elburn NAPA Inc	598742 XX1170 Lacquer thinner	Paid by EFT # 35769	7/11/2016	7/25/2016	8/8/2016	13.20 Transportation
3583 Elburn NAPA Inc	598837 XX1170**CREDIT** Disc brake pads (Inv587200) 03/30/16	Paid by EFT # 35769	7/12/2016	7/25/2016	8/8/2016	-148.38 Transportation
3583 Elburn NAPA Inc	598820 XX1170 Oil filter & accufit convention	Paid by EFT # 35769	7/12/2016	7/25/2016	8/8/2016	40.12 Transportation
3583 Elburn NAPA Inc	598844 XX1170 Bearing	Paid by EFT # 35769	7/12/2016	7/25/2016	8/8/2016	44.16 Transportation
3583 Elburn NAPA Inc	598883 XX1170 Speed sensor	Paid by EFT # 35769	7/13/2016	7/25/2016	8/8/2016	17.80 Transportation
3583 Elburn NAPA Inc	598884 XX1170 Trans filter & sensor, ATP filter, qt maxlife dex	Paid by EFT # 35769	7/13/2016	7/25/2016	8/8/2016	83.20 Transportation
3583 Elburn NAPA Inc	598885 XX1170 Face shield cover, hand wipes, safety gloves & black pain	Paid by EFT # 35769	7/13/2016	7/25/2016	8/8/2016	127.50 Transportation
3583 Elburn NAPA Inc	598960 XX1170 Horn, oil filter & cartridge AD9	Paid by EFT # 35769	7/13/2016	7/25/2016	8/8/2016	74.02 Transportation
3583 Elburn NAPA Inc	599113 XX1170 18 Volt battery	Paid by EFT # 35769	7/14/2016	7/25/2016	8/8/2016	99.00 Transportation
3583 Elburn NAPA Inc	599187 XX1170**CREDIT** 1 Qt Maxlife Dex (Inv598884)07/13/16	Paid by EFT # 35769	7/15/2016	7/25/2016	8/8/2016	-15.96 Transportation
3583 Elburn NAPA Inc	599514 XX1170 Exhaust elbow	Paid by EFT # 35769	7/18/2016	7/25/2016	8/8/2016	10.44 Transportation
3583 Elburn NAPA Inc	599630 XX1170 Raven Blk Nitrile Gl, FP CUTG, Fuse, bracket & coverall	Paid by EFT # 35769	7/19/2016	7/25/2016	8/8/2016	287.80 Transportation
3583 Elburn NAPA Inc	599632 XX1170 Exhaust pipe connector	Paid by EFT # 35769	7/19/2016	7/25/2016	8/8/2016	5.65 Transportation
3659 Illinois Office Supply	52503 Birth Records Paper	Paid by Check # 352454		7/27/2016		6,023.65 County Clerk
3659 Illinois Office Supply	52502 Death Record Paper	Paid by Check # 352454	7/15/2016			6,015.51 County Clerk
3662 Kane County Fair	5/18/2016 Booth at Kane County Fair	Paid by Check # 352463	5/18/2016		8/8/2016	1,500.00 County Clerk
3708 Elizabeth Berrones	7/1/2016 COURT APPOINTED CONFLICT COUNSEL	Paid by EFT # 35725		7/27/2016		1,487.50 Judiciary and Courts
3712 Tools for Life, Ltd	62816	Paid by EFT # 35886		7/25/2016		3,370.00 Court Services
3894 Kane County Juror Payable Clearing	2016-00001217 Jury Payment	Paid by EFT # 36325	8/8/2016			3,675.00 Judiciary and Courts
4009 Smithereen Pest Management Services	1357437 GC WASPS CONTROL	Paid by EFT # 35871	7/16/2016			150.00 Building Management
4094 Sherry L. Becker	7/27/2016 Contractual Worker.	Paid by EFT # 35723		7/27/2016		624.00 County Clerk
4297 Plote Construction Inc. of Hoffman Estates, IL	3-2016-692 13-00215-00-PV;LngMdw/Hntly/Rndl,SecA-1,Cnst 06/12/16-07/15/16	Paid by Check # 352507		7/27/2016		953,245.02 Transportation
4300 Susan Ericson (Employee)	72716 Airfare for Laserfiche Conference	Paid by Check # 352435	7/27/2016			337.96 County Clerk
4302 John A. Cunningham	72916 Zone IV meeting	Paid by Check # 352435 Paid by Check # 352427		7/29/2016		46.98 County Clerk
4325 Sarah L. Keef	72816 JUNE MILEAGE	Paid by Check # 352465		7/28/2016		8.10 Court Services
4339 Teresa A. Reyna	70516 Health - Mileage Reimbursement - June 2016	Paid by EFT # 35853	7/5/2016			190.62 Health
4359 Telesa A. Reyna 4364 Judith Bland	80116 AG TRAINING PER DIEM	Paid by EFT # 35728	8/1/2016	8/1/2016		24.16 State's Attorney
						-
4371 Toshiba Business Solutions, Inc.	12929473 Maintenance 6/18-7/17/2016 12869148 05/24/16-06/23/16	Paid by Check # 352537	7/12/2016		8/8/2016	2.79 County Clerk 58.98 Court Services
4371 Toshiba Business Solutions, Inc.		Paid by Check # 352537	6/20/2016			
4371 Toshiba Business Solutions, Inc.	12932686 1206965 AIMS Copier Maint Contract MA-1.0.0, 72 Mo	Paid by Check # 352536		7/28/2016		7.06 Transportation
4375 Carlos Mata	72016 Kane County Treasurer Mileage	Paid by EFT # 35828	7/28/2016			30.24 Treasurer/Collector
4412 Juanita Archuleta	72816 seminar train and taxi travel expense for APD Archuleta	Paid by EFT # 35714	7/28/2016		8/8/2016	36.48 Public Defender
4455 Zahida Fakroddin	72916 Mileage to Bank- July, 2016	Paid by Check # 352437		7/27/2016		61.56 County Clerk
4478 Thomas B. Rickert	72116 CMAP, CountyBd, PlanningCoop,Impact,CBCGroup,Transportation	Paid by EFT # 35854		7/27/2016		168.64 Transportation
4478 Thomas B. Rickert	72116 CMAP, CountyBd, PlanningCoop,Impact,CBCGroup,Transportation	Paid by EFT # 35854		7/27/2016		163.84 Transportation
4506 Mark D. Armstrong	72016 Kane County Tax Group & TIF Joint Review Board Mtg Mileage	Paid by EFT # 35715		7/20/2016		39.63 Supervisor of Assessments
4559 The Institute of Internal Auditors CNL	1799263-2016 IIA Annual Membership - Hunt, Rich, Todd-Cave	Paid by Check # 352535	7/22/2016	7/22/2016		405.00 County Auditor
4609 Curt Bommelman	72616 5/31-7/22/16 mileage	Paid by Check # 352395	7/26/2016			64.80 Circuit Clerk
4612 Steven M. Sims	72816 SAMHSA NADCP CONF 05/31-06/04/16 MEALS	Paid by Check # 352526		7/28/2016		184.71 Court Services
4683 Alexandra Tsang	72116 OFFICE SUPPLIES FOR TRAINING	Paid by EFT # 35890	7/21/2016			127.96 Court Services
4702 Beverly A. Lopez	072516A Health - Mileage Reimbursement - June 2016	Paid by EFT # 35823	7/25/2016			8.32 Health
4702 Beverly A. Lopez	072516B Health - Mileage Reimbursement - July 2016	Paid by EFT # 35823	7/25/2016			49.74 Health
4786 Julie Goodwick	72216 CAPITA TRAINING MEALS	Paid by Check # 352442	7/22/2016			135.00 Court Services
4812 Andrea O'Brien	72816 mileage expenses from 6/1/16 to 7/21/16	Paid by Check # 352498	7/28/2016			181.47 Judiciary and Courts
4820 Kristina Brown	71116 Health - Mileage Reimbursement - June 2016	Paid by Check # 352397	7/11/2016			142.02 Health
4900 STV Inc	20070809-06 07-00357-00-CH; Burlington@IL Rt47, P3 Eng 05/01/16-05/31/16	Paid by Check # 352530		7/27/2016		21,229.92 Transportation
4900 STV Inc	20069362-5 07-00357-00-CH; Burlington@IL Rt47, P3 Eng 04/01/16-04/30/16	Paid by Check # 352530	5/11/2016	7/27/2016	8/8/2016	29,603.77 Transportation
4908 Marisol Akin	7/2/2016 Spanish interp 7-16-31-16	Paid by EFT # 35711	7/29/2016	7/12/2016	8/8/2016	56.00 Judiciary and Courts
4914 Monica Lawrence	72616 PEV - Lawrence - Tyler Connects 2016	Paid by Check # 352468		7/28/2016		209.80 Other- Countywide Expenses
4989 Brett J. Feltes	7/29/2016 Election Worker.	Paid by EFT # 35772	7/29/2016	7/26/2016	8/8/2016	1,240.00 County Clerk
4989 Brett J. Feltes	7/29/2016a Election worker- Mileage	Paid by EFT # 35772	7/29/2016	7/26/2016	8/8/2016	94.50 County Clerk
5035 Laura Steging	72616 PEV - Steging - Tyler Connects 2016	Paid by Check # 352529	7/26/2016	7/28/2016	8/8/2016	95.00 Other- Countywide Expenses
5044 Olga Del Toro	062416a Health - Mileage Reimbursement - June 2016	Paid by Check # 352428		7/20/2016		28.24 Health
	1411-06 Leading Strateegically-MBA6620-S1-01	Paid by Check # 352518		7/29/2016		1,695.00 County Board
5053 Salvador Rodriguez						
5053 Salvador Rodriguez 5134 Sign Outlet Store	CG-200778 KaneDOT Conform Tape High Tack	Paid by EFT # 35866	6/28/2016	7/28/2016	8/8/2016	221.70 Transportation
-		Paid by EFT # 35866 Paid by Check # 352433	6/28/2016 7/26/2016	7/28/2016 8/1/2016		221.70 Transportation 251.45 State's Attorney

	CLAIMS PAID REPORT					
		CTATUC	INVOICE DATE	GL DATE	PAYMENT DATE	INVOICE AMOUNT DEPARTMENT
MBER VENDOR		STATUS				
5243 Duke & Lee's Service Corp	29980 INV #029980 OilChange/BrakeBulb/StabilizerLinks-05 Chevy Express	Paid by Check # 352430				235.75 Information Technologies
5243 Duke & Lee's Service Corp	30017 INV #030017 Transmission-Battery-DrainCooling-05 Chevy Express	Paid by Check # 352430		7/27/2016		530.69 Information Technologies
5244 Bollinger, Lach & Associates Inc	17984-35-1894 13-00215-10-PV; LongMeadow - SecB, EngP2 05/29/16-06/25/16	Paid by Check # 352394		7/27/2016		34,714.66 Transportation
5244 Bollinger, Lach & Associates Inc	17973-4 13-00215-00-PV; Longmeadow.P3 (Sec A-1) 06/01/16-06/30/16	Paid by Check # 352394		7/27/2016		43,939.57 Transportation
5289 Eagle Engraving Inc	2016-2069 Commendation bars & holders	Paid by Check # 352431	7/25/2016	7/27/2016	8/8/2016	181.60 Emergency Management Se
5445 Pacific Interpreters	SIN060479 Health - Translation Services	Paid by EFT # 35841	6/30/2016	7/19/2016	8/8/2016	175.50 Health
5453 Matt Meyer	72616 PEV - Meyer - Tyler Connects 2016	Paid by Check # 352481	7/26/2016	7/28/2016	8/8/2016	263.33 Other- Countywide Expense
5461 Roger Fahnestock	72616 PEV - Fahnestock - Kane ETSB Hearing	Paid by Check # 352436	7/26/2016	7/28/2016	8/8/2016	59.00 Information Technologies
5461 Roger Fahnestock	72616 PEV - Fahnestock - Kane ETSB Hearing	Paid by Check # 352436	7/26/2016	7/28/2016	8/8/2016	203.04 Information Technologies
5518 Ronald L. Haskell	7/1/2016 COURT APPOINTED CONFLICT COUNSEL	Paid by Check # 352446		7/27/2016		2,812.50 Judiciary and Courts
5548 Cordogan, Clark & Associates Inc	20815 14-396 SERVICESN THRU JUNE	Paid by EFT # 35754		7/28/2016		2,785.00 Other- Countywide Expense
5548 Cordogan, Clark & Associates Inc	20814 14-394 JC ELEVATOR UPGRADES JUNE	Paid by EFT # 35754				1,200.00 Other- Countywide Expense
5548 Cordogan, Clark & Associates Inc	20828 15-431 KBC ROOF REPLACEMENT JUNE	Paid by EFT # 35754		7/28/2016		950.00 Other- Countywide Expense
5548 Cordogan, Clark & Associates Inc	20816 14-398 JAIL HVAC CONTROLS JUNE	Paid by EFT # 35754	7/10/2016			540.00 Other- Countywide Expense 540.00 Other- Countywide Expense
5						20,794.00 Other- Countywide Expense
5548 Cordogan, Clark & Associates Inc	APP#6 JAIL HVAC 14-398 JAIL HVAC CONTROLS JUNE	Paid by EFT # 35754		7/28/2016		
5548 Cordogan, Clark & Associates Inc	APP#5A JAILHVAC 14-398 JAIL HVAC CONTROLS 05/01-05/31/2016	Paid by EFT # 35754	5/20/2016			22,929.48 Other- Countywide Expense
5563 WBK Engineering, LLC	16752 PINE KNOLL SUBD INV 16752	Paid by EFT # 35907		7/28/2016		801.00 Development
5628 J J Keller & Associates, Inc.	9101286553 XX1749 Kelleronline Prof License 3Y Seyller	Paid by Check # 352458		7/25/2016		2,195.00 Transportation
5652 Girl Scouts of Northern Illinois	1541-02 Environmental Education at Camp Dean	Paid by Check # 352441	7/11/2016	7/29/2016	8/8/2016	11,139.20 County Board
5687 Kishwaukee College	12 PY15 - ADDW - June 2016	Paid by EFT # 35810	6/1/2016	7/29/2016	8/8/2016	14,305.99 WIA 15
5687 Kishwaukee College	12 PY15 - ADDW - June 2016	Paid by EFT # 35810	6/1/2016	7/29/2016	8/8/2016	14,305.97 WIA 15
5687 Kishwaukee College	12 PY15 - ADDW - June 2016	Paid by EFT # 35810	6/1/2016	7/29/2016	8/8/2016	4,413.20 WIA 15
5687 Kishwaukee College	12 PY15 - ADDW - June 2016	Paid by EFT # 35810	6/1/2016	7/29/2016	8/8/2016	834.20 WIA 15
5823 Randy Reusch	72816 BJA NADCP CONFERENCE MEALS	Paid by Check # 352515		7/29/2016	8/8/2016	295.00 Court Services
5899 Sysco Food Services Chicago	607141741 FOOD FOR JJC	Paid by EFT # 35880				947.10 Court Services
5899 Sysco Food Services Chicago	607141742 FOOD FOR JJC	Paid by EFT # 35880		7/21/2016		59.14 Court Services
5899 Sysco Food Services Chicago	607192865 FOOD FOR JJC	Paid by EFT # 35880		7/28/2016		56.92 Court Services
5899 Sysco Food Services Chicago	607193999 FOOD FOR JJC	Paid by EFT # 35880				174.66 Court Services
				7/28/2016		
5933 Urban Elevator Service Inc	753745 BLDG A AUGUST	Paid by Check # 352544		7/25/2016		135.00 Building Management
5933 Urban Elevator Service Inc	753749 BLDG C AUGUST	Paid by Check # 352544		7/25/2016		115.00 Building Management
5933 Urban Elevator Service Inc	753750 BLDG B AUGUST	Paid by Check # 352544		7/25/2016		115.00 Building Management
5933 Urban Elevator Service Inc	753751 JC AUGUST	Paid by Check # 352544				690.00 Building Management
5933 Urban Elevator Service Inc	753747 JJC AUGUST	Paid by Check # 352544		7/25/2016		230.00 Building Management
5933 Urban Elevator Service Inc	753746 1240 AUGUST	Paid by Check # 352544	7/20/2016	7/25/2016	8/8/2016	115.00 Building Management
5933 Urban Elevator Service Inc	753744 427 CAMPBELL AUGUST	Paid by Check # 352544	7/20/2016	7/25/2016	8/8/2016	115.00 Building Management
5933 Urban Elevator Service Inc	753748 JAIL AUGUST	Paid by Check # 352544	7/20/2016	7/25/2016	8/8/2016	1,150.00 Building Management
5972 Keith Smith	KCACS-0716 FORENSIC ANAYSIS SE	Paid by EFT # 35869	7/12/2016	7/28/2016	8/8/2016	1,260.00 Court Services
5972 Keith Smith	KCACS-06/16 MONTHY ORENSIC TOOL MAINTENANE & UPKEEP	Paid by EFT # 35869		7/28/2016	8/8/2016	200.00 Court Services
5984 Elisa Bolden	72016 IVAA, AG TRAINING PER DIEM	Paid by Check # 352393	8/1/2016			176.00 State's Attorney
6010 Translation Today Network Inc	5453 Arabic interp 15CM3888 Aurora Ct 6-29-16	Paid by Check # 352539		7/20/2016		302.46 Judiciary and Courts
6010 Translation Today Network Inc	5451 Polish interp 7-5-16 Elgin Branch Court 16TR10056	Paid by Check # 352539		7/20/2016		348.70 Judiciary and Courts
-				7/20/2016		
6010 Translation Today Network Inc	5452 Korean interp 16TR29372 Elgin 7-13-16	Paid by Check # 352539				347.57 Judiciary and Courts
6010 Translation Today Network Inc	5454 Spanish interpn 7-6-16 ctrm 250 13CF2065	Paid by Check # 352539		7/20/2016		120.00 Judiciary and Courts
6010 Translation Today Network Inc	5455 Spanish interp 16SC992 ctrm 120 7-8-16	Paid by Check # 352539		7/20/2016		156.48 Judiciary and Courts
6010 Translation Today Network Inc	5457 Mandarin interp 16CM1768 7-12-16 Kane Branch	Paid by Check # 352539		7/20/2016		447.31 Judiciary and Courts
6010 Translation Today Network Inc	5463 Spanish interp 15SC3434 ctrm 120 7-13-16	Paid by Check # 352539		7/20/2016		120.00 Judiciary and Courts
6010 Translation Today Network Inc	5464 Gujarati interp 160V1049 Kane Branch 7-14-16	Paid by Check # 352539	7/14/2016	7/20/2016	8/8/2016	288.42 Judiciary and Courts
6010 Translation Today Network Inc	5466 Polish interp Elgin Ct 7-18-16 16TR23934	Paid by Check # 352539	7/19/2016	7/27/2016	8/8/2016	269.90 Judiciary and Courts
6010 Translation Today Network Inc	5467 2 ASL & CDI interps ctrm 140 Morais 16JA15 7-21-16	Paid by Check # 352539	7/22/2016	7/27/2016	8/8/2016	2,322.88 Judiciary and Courts
6010 Translation Today Network Inc	5468 Laotian interp 7-20-16 ctrm 311 15CF1703	Paid by Check # 352539	7/20/2016	7/27/2016	8/8/2016	317.28 Judiciary and Courts
6010 Translation Today Network Inc	5474 Polish interp 7-22-16 ctrm 120 16SC750	Paid by Check # 352539	7/23/2016	7/27/2016	8/8/2016	433.99 Judiciary and Courts
6010 Translation Today Network Inc	5469 Korean interp 7-19-16 Kane Branch 15CM1733	Paid by Check # 352539	7/19/2016	7/27/2016	8/8/2016	550.27 Judiciary and Courts
6010 Translation Today Network Inc	5475 Spanish interp 3rd st cths 6=1-30-16	Paid by Check # 352539		7/27/2016		3,468.96 Judiciary and Courts
6038 First Institute Training & Management Corporation	985-12 Final PY15 - Youth Contract - June 2016 Final	Paid by EFT # 35773		7/29/2016		349.74 WIA 15
6039 Microtrain Technologies	87787 Obaid 3722 15-03	Paid by EFT # 35773		7/29/2016		6,000.00 WIA 15
0						
6039 Microtrain Technologies	87786 Snurka 3861 15-01	Paid by EFT # 35833		7/29/2016		6,000.00 WIA 15
6040 Star Truck Driving School, Inc.	4773 Leon 3862 15-01	Paid by EFT # 35876		7/29/2016		4,993.00 WIA 15
6040 Star Truck Driving School, Inc.	4779 Hernandez 3846 16-01	Paid by EFT # 35876		7/29/2016		4,993.00 WIA 15
6040 Star Truck Driving School, Inc.	4777 Diaz 3864 16-01	Paid by EFT # 35876		7/29/2016		4,993.00 WIA 15
6107 Southern Computer Warehouse (SCW)	IN-000357664 LOGITECH WIRELESS COMBO MK520 wireless keyboard Inv#IN-000357664	Paid by Check # 352527	7/20/2016	7/26/2016	8/8/2016	129.03 Supervisor of Assessments
6118 Rasmussen College	RMV, 1603-Stahl Stahl 3724 16-02	Paid by Check # 352511	7/14/2016	7/29/2016	8/8/2016	3,000.00 WIA 15
orre Hasingssen conege						

	CLAIMS PAID REPORT					
NDOR			INVOICE		PAYMENT	INVOICE
ABER VENDOR	INVOICE DESCRIPTION	STATUS	DATE	GL DATE	DATE	AMOUNT DEPARTMENT
6121 Rock Valley College	16854 Hadley 2884 15-06 & Smith 3277 15-06	Paid by Check # 352517	7/13/2016	7/29/2016	8/8/2016	873.00 TAA 14
6128 Canon Solutions America Inc	4019599412 CONT #1135782-THIRD ST 7/31-8/30/16	Paid by EFT # 35739	7/2/2016	7/27/2016	8/8/2016	33.88 Judiciary and Courts
6128 Canon Solutions America Inc	4019572467 Health - Copier Maintenance w/ Supplies	Paid by EFT # 35739	7/1/2016	7/19/2016	8/8/2016	83.95 Health
6128 Canon Solutions America Inc	4019555529 Health - Copier Maintenance w/ Supplies	Paid by EFT # 35739	7/1/2016	7/19/2016	8/8/2016	138.81 Health
5128 Canon Solutions America Inc	4019557880 Health - Copier Maintenance w/ Supplies	Paid by EFT # 35739	7/1/2016	7/19/2016	8/8/2016	138.81 Health
6128 Canon Solutions America Inc	4019557881 Health - Copier Maintenance w/ Supplies	Paid by EFT # 35739	7/1/2016	7/19/2016	8/8/2016	138.81 Health
6223 Montage Enterprises Incorporated	46541 60175A Yoke & Assy Cross	Paid by Check # 352486	6/17/2016	7/28/2016	8/8/2016	190.01 Transportation
6226 Collins Engineers Inc	8847-17-F 15-00461-00-EG; 2015 Structure Safety Inspec 6/1/16-6/30/16	Paid by Check # 352418	7/1/2016	7/25/2016	8/8/2016	3,831.58 Transportation
6227 Susana J. Larranaga	BC 7-16 Spanish interp bond call 7/16/17/23/24/30/31-2016	Paid by EFT # 35817	8/1/2016	7/12/2016	8/8/2016	510.00 Judiciary and Courts
6227 Susana J. Larranaga	166-16 Spanish interp 7-16-31-16	Paid by EFT # 35817		7/12/2016		997.50 Judiciary and Courts
6505 Clarinda Academy	7-Jul:-16 CLARINDA JUN16 R/B 06/01-06/30/16 (1)	Paid by Check # 352417		7/21/2016		4,656.90 Court Services
6521 Thomson Reuters GRC Inc. (West Government)	834332271 acct#1000174078 Crim.Code Pamphlet updates 6/5-7/4/16 Pub. Def.	Paid by EFT # 35885		7/28/2016		64.00 Public Defender
6533 Advantage Driver Training, LLC	762 Zumwalt 3776 15-01	Paid by Check # 352380		7/29/2016		4,100.00 WIA 15
6533 Advantage Driver Training, LLC	763 Wright 3708 15-01	Paid by Check # 352380		7/29/2016		4,100.00 WIA 15
6533 Advantage Driver Training, LLC	753 Guerrero 3709 15-01	Paid by Check # 352380		7/29/2016		4.100.00 WIA 15
6533 Advantage Driver Training, LLC	764 Sosa 3755 15-01	Paid by Check # 352380		7/29/2016		4,100.00 WIA 15
6533 Advantage Driver Training, LLC	761 Turner 3783 15-01	Paid by Check # 352380		7/29/2016		4,100.00 WIA 15
6573 Julie Turner	7/1/2016 JULY SVCS	Paid by Check # 352542	8/1/2016			0.00 State's Attorney
6573 Julie Turner	7/1/2016 JULY SVCS	Paid by Check # 352542 Paid by Check # 352542	8/1/2016			975.00 State's Attorney
6646 Martin Implement Sales Inc	A50499 Kane0004 Shift, yoke, Shftw	Paid by Check # 352342 Paid by Check # 352477		7/27/2016		1,215.47 Transportation
6646 Martin Implement Sales Inc	A50550 Kane0004 BG 86	Paid by Check # 352477 Paid by Check # 352477		7/27/2016		187.46 Transportation
		Paid by Check # 352477 Paid by Check # 352477				576.97 Transportation
6646 Martin Implement Sales Inc	A50570 Kane0004 Shield, Shft, brg repair A50506 Kane0004 **CREDIT** Metal Yk&Shft/Shftw/Slvr& stub	,		7/27/2016		
6646 Martin Implement Sales Inc		Paid by Check # 352477		7/27/2016		-1,022.81 Transportation
6646 Martin Implement Sales Inc	A50453 Kane0004 Cylinder cover gasket & apron chaps	Paid by Check # 352477		7/28/2016		139.96 Transportation
5927 Rodney Adams	72216 Travel to ECC Rt, N. Aurora Office Rt,	Paid by Check # 352378		7/29/2016		39.96 WIA 15
6927 Rodney Adams	72216 Travel to ECC Rt, N. Aurora Office Rt,	Paid by Check # 352378		7/29/2016		39.96 WIA 15
7087 Janet Duet	80116 AG TRAINING PER DIEM	Paid by Check # 352429	8/1/2016			36.89 State's Attorney
7180 Professional Consultations Inc	43	Paid by EFT # 35849		7/28/2016		310.00 Court Services
7320 GrundyKendall Regional Office of Education	PY15-12 PY15 - Youth Contract - June 2016	Paid by EFT # 35786		7/29/2016		7,548.83 WIA 15
7320 GrundyKendall Regional Office of Education	PY15-12 PY15 - Youth Contract - June 2016	Paid by EFT # 35786		7/29/2016		8,538.63 WIA 15
7320 GrundyKendall Regional Office of Education	PY15-12-ITA June 2016 ITA	Paid by EFT # 35786		7/29/2016		1,200.00 WIA 15
7320 GrundyKendall Regional Office of Education	PY15-12 PY15 - Youth Contract - June 2016	Paid by EFT # 35786		7/29/2016		159.41 WIA 15
7325 Debra A. Byrd	739 Travel to KCC - 6/14-7/21/16	Paid by EFT # 35736		7/29/2016		342.12 TAA 14
7429 Gena Rice	72816 07/25/16 FOOD ITEM FOR JJC	Paid by Check # 352516		7/28/2016		3.04 Court Services
7433 Jacqueline Forbes	72716 CMAP Env & Natl Resources Comm, Planning, Cell Phone	Paid by EFT # 35774	7/27/2016	7/28/2016	8/8/2016	20.36 Transportation
7433 Jacqueline Forbes	72716 CMAP Env & Natl Resources Comm, Planning, Cell Phone	Paid by EFT # 35774	7/27/2016	7/28/2016	8/8/2016	40.00 Transportation
7444 SUSAN C WILLEY	72116 MILEAGE REIMBURSEMENT/EMPLOYEE RETIREMENT	Paid by Check # 352554	7/21/2016	7/20/2016	8/8/2016	91.04 Judiciary and Courts
7444 SUSAN C WILLEY	72116 MILEAGE REIMBURSEMENT/EMPLOYEE RETIREMENT	Paid by Check # 352554	7/21/2016	7/20/2016	8/8/2016	35.41 Judiciary and Courts
7571 Transitional Alternative Reentry	40429R-1 DRC - CLINICAL SVCS JUN16	Paid by EFT # 35888	7/19/2016	7/28/2016	8/8/2016	1,435.00 Court Services
7575 JOSEPH H MCMAHON	72616 NDAA CONFERENCE PER DIEM	Paid by Check # 352479	7/26/2016	8/1/2016	8/8/2016	204.00 State's Attorney
7632 Advanced Correctional Healthcare	58465	Paid by Check # 352379	7/21/2016	7/28/2016	8/8/2016	500.00 Court Services
7632 Advanced Correctional Healthcare	58466 MAY 2016 ADDITL HRS OVER CONTRACT FOR 05/09, 12 19 26	Paid by Check # 352379	7/21/2016	7/28/2016	8/8/2016	193.20 Court Services
7699 Builders Asphalt LLC	18188 KDOT Patching mix	Paid by Check # 352399	7/12/2016	7/25/2016	8/8/2016	123.50 Transportation
7707 Samantha Sell	72616 PEV - Sell - Tyler Connects 2016	Paid by Check # 352524		7/28/2016		95.00 Other- Countywide Ex
7859 Illinois Lighting Inc	16748 JAIL LIGHTS	Paid by Check # 352453		7/25/2016		47.50 Building Management
7859 Illinois Lighting Inc	16746 JAIL LIGHTS	Paid by Check # 352453		7/25/2016		270.75 Building Management
7859 Illinois Lighting Inc	16758 JAIL LIGHTS	Paid by Check # 352453		7/28/2016		570.00 Building Management
7899 JEFFREY S MAZZA	72116 CAPITA MILEAGE 05/04, 05/11, 06/08/16	Paid by Check # 352478		7/21/2016		33.48 Court Services
8018 GSF USA, Inc.	IN517264 JAIL JUNE DAY PORTER 1ST SHIFT	Paid by EFT # 35787		7/28/2016		3,080.00 Building Management
8022 Serenity House Counseling Services, Inc.	672 DRC 05/16-05/30/16	Paid by EFT # 35787 Paid by EFT # 35862		7/29/2016		320.00 Court Services
8022 Serenity House Counseling Services, Inc.	671 DRC 04/30-05/14/16	Paid by EFT # 35862 Paid by EFT # 35862		7/29/2016		320.00 Court Services
	669 DRC 06/07-06/21/16	Paid by EFT # 35862 Paid by EFT # 35862		7/29/2016		
8022 Serenity House Counseling Services, Inc.						320.00 Court Services
8190 Adam Tedder	72916 PEV - Tedder - Internet 461 Settlers Hill & Midway Landfills Review Svcs	Paid by Check # 352534		7/28/2016 7/28/2016		186.00 Other- Countywide Ex 973.75 Environmental Manag
8304 CS Geologic LLC		Paid by EFT # 35756				
8308 AGORITSA R BARCZAK		Paid by Check # 352386		7/27/2016		600.00 Judiciary and Courts
8388 Havlicek Geneva Ace Hardware LLC	45998 OCH PARTS	Paid by EFT # 35792		7/25/2016		41.98 Building Management
8388 Havlicek Geneva Ace Hardware LLC	45902 OCH BUG KILLER	Paid by EFT # 35792		7/25/2016		12.99 Building Management
8410 KINNELL J SNOWDEN	72516 Health - Mileage Reimbursement - May/June/July 2016	Paid by EFT # 35873		7/28/2016		86.40 Health
8412 Peoplelink Staffing Solutions (Agency Staffing)	845348 Health - Program Support - Dowell, Shavon	Paid by EFT # 35843		7/19/2016		885.72 Health
	946335 Health Bragram Support Dowall Shaven	Paid by EFT # 35843	7/20/2016	7/26/2016	8/8/2016	1,303.17 Health
	846225 Health - Program Support - Dowell, Shavon					
<ul> <li>8412 Peoplelink Staffing Solutions (Agency Staffing)</li> <li>8412 Peoplelink Staffing Solutions (Agency Staffing)</li> <li>8412 Peoplelink Staffing Solutions (Agency Staffing)</li> </ul>	845225 Health - Program Support - Doweir, Snavon 845349 Workforce Dev - Pgm Support - Cynthia Pogue - wk of 7/10/16 846226 Temp Staff - Pgm Support - Cynthia Pogue - wk of 7/17/16	Paid by EFT # 35843	7/13/2016	7/29/2016 7/29/2016		628.32 Operating Pool 693.00 Operating Pool

	CLAIMS PAID REPORT					
NDOR			INVOICE		PAYMENT	INVOICE
IMBER VENDOR	INVOICE DESCRIPTION	STATUS	DATE	GL DATE	DATE	AMOUNT DEPARTMENT
8508 Robert Half International, Inc.	46220594 INV #46220594 Contractual - PDO/JC-CCM - 7/15/16	Paid by EFT # 35856	7/18/2016	7/27/2016	8/8/2016	922.08 Other- Countywide Expen
8508 Robert Half International, Inc.	46276695 INV #46276695 Contractual - PDO/JC-CCM - 7/22/16	Paid by EFT # 35856		7/27/2016	8/8/2016	864.00 Other- Countywide Expen
8509 Lisa Gleich	A-4764 07/21/16 KIDS PROG	Paid by EFT # 35782	7/21/2016	7/28/2016	8/8/2016	112.50 Court Services
8522 Kevin M Murray	72816 MILEAGE 05/11-07/20/16	Paid by Check # 352488	7/28/2016	7/28/2016	8/8/2016	39.96 Court Services
8523 Cornerstone Partners Horticultural Services Co.	CP08142 MC 2016 MAR Turf Repairs	Paid by EFT # 35755	6/30/2016	7/28/2016	8/8/2016	112.54 Development
8523 Cornerstone Partners Horticultural Services Co.	CP06343 MC 2016 JUL Landscape Maintenance Watering (#3 of 5)	Paid by EFT # 35755	7/31/2016	7/28/2016	8/8/2016	3,041.51 Development
8525 Kimberly Stehlin	72116 STORAGE CONTAINERS FOR COMMISSARY	Paid by EFT # 35878	7/21/2016	7/21/2016	8/8/2016	20.00 Court Services
8541 Kramer Tree Specialist Inc	59515 MC 2016 JUL Brush Pick-Up Service (#2 of 3)	Paid by EFT # 35814	7/14/2016	7/28/2016	8/8/2016	9,000.00 Development
8591 A Plus Healthcare Training Corp.	190 Glasgow 3865 16-01	Paid by EFT # 35706	7/18/2016	7/29/2016	8/8/2016	4,000.00 WIA 15
8591 A Plus Healthcare Training Corp.	185 Wright 3773 15-01	Paid by EFT # 35706	7/18/2016	7/29/2016	8/8/2016	4,000.00 WIA 15
8591 A Plus Healthcare Training Corp.	195 Harris 3878 16-01	Paid by EFT # 35706	7/18/2016	7/29/2016	8/8/2016	4,000.00 WIA 15
8601 Tyco Integrated Security	26835710 133225948 530 RANDALL AUGUST	Paid by EFT # 35892	7/9/2016		8/8/2016	292.40 Building Management
8604 NAT Tech Inc. (National Technologies NTI)	1260 5849 DuPage Tech Park Cable Installation & Splicing	Paid by EFT # 35835	6/17/2016		8/8/2016	9,245.00 Other- Countywide Expen
8640 Lauren E. Behnke	7/29/2016 Election worker.	Paid by EFT # 35724	7/29/2016	7/26/2016	8/8/2016	1,340.00 County Clerk
8674 DFM Associates	41048 EIMS Monthly Lease- August, 2016	Paid by EFT # 35760		7/26/2016	8/8/2016	8,800.00 County Clerk
8696 McLean SS Inc (DBA McLean Auto Repair)	70809 Health - Vehicle Maintenance M 189431	Paid by EFT # 35829		7/19/2016	8/8/2016	32.32 Health
8696 McLean SS Inc (DBA McLean Auto Repair)	70938 Health - Vehicle Maintenance M 189431	Paid by EFT # 35829		7/19/2016	8/8/2016	699.59 Health
8696 McLean SS Inc (DBA McLean Auto Repair)	70928 Health - Vehicle Maintenance M 189431	Paid by EFT # 35829	7/15/2016		8/8/2016	374.89 Health
8715 Cylinders Inc	39344 KDOT; Plow Turn, Wing Ext's,& Wing Lift Cylinders (Rebuild)	Paid by EFT # 35757		7/28/2016	8/8/2016	2,146.08 Transportation
8715 Cylinders Inc	39349 KDOT; Plow Lift Cylinder, labor to repair	Paid by EFT # 35757	7/20/2016		8/8/2016	325.00 Transportation
8768 Thomas M. Hartwell	72616 PEV - Hartwell - Tyler Connects 2016	Paid by Check # 352445	7/26/2016		8/8/2016	201.66 Other- Countywide Exper
8857 MaryJo D'Avola	13 CF 500, 690 transcript 13CF500 & 13CF690	Paid by EFT # 35758		7/20/2016	8/8/2016	76.50 Judiciary and Courts
8886 Viviana Ramirez	7/1/2016 CONFLICT COUNSEL CONTRACT	Paid by EFT # 35850		7/27/2016	8/8/2016	2,812.50 Judiciary and Courts
8930 Impact Networking, LLC	682572 bizhub 554e 7/20-8/19/16 & copy fee	Paid by EFT # 35799		7/20/2016	8/8/2016	36.63 Circuit Clerk
8930 Impact Networking, LLC	683177 KC04 BPO-Konica Minolta / Bizhub 552 Copier Maint	Paid by EFT # 35799	7/12/2016	7/28/2016	8/8/2016	24.00 Transportation
8930 Impact Networking, LLC	685507 Copier Overage for July	Paid by EFT # 35799	7/18/2016	7/25/2016	8/8/2016	23.87 Veterans' Commission
8930 Impact Networking, LLC	682571 Konica Minolta Monthly Charge	Paid by EFT # 35798	7/11/2016	7/29/2016	8/8/2016	18.39 Development
8933 Edgar K. Collison Law Offices, Ltd.	6/1/2016 JUNE SVCS	Paid by EFT # 35768	7/19/2016	8/1/2016	8/8/2016	3,000.00 State's Attorney
8979 RR Donnelley (Presort Solutions)	303416 PRESORT MAIL 07/01-07/09/16	Paid by EFT # 35859	7/12/2016	7/25/2016	8/8/2016	96.19 Other- Countywide Exper
8979 RR Donnelley (Presort Solutions)	303626 PRESORT 07/11-07/16/16	Paid by EFT # 35859		7/25/2016	8/8/2016	83.67 Other- Countywide Exper
8979 RR Donnelley (Presort Solutions)	303952 PREOSRT 07/18-07/23/16	Paid by EFT # 35859		7/25/2016	8/8/2016	60.42 Other- Countywide Exper
9019 Jacob Zimmerman	72516 Roundtrip train travel to Sec. of State Vet Advisory Council	Paid by Check # 352556	7/25/2016		8/8/2016	9.00 Veterans' Commission
9033 United Refrigeration, Inc.	52226895-00 GC HVAC PARTS	Paid by EFT # 35895	7/14/2016		8/8/2016	113.39 Building Management
9033 United Refrigeration, Inc.	52226655-00 BLDG B HVAC REPAIRS	Paid by EFT # 35895	7/25/2016		8/8/2016	640.54 Building Management
				7/25/2010	8/8/2016	
9033 United Refrigeration, Inc.	52364964-00 OCH PARTS	Paid by EFT # 35895				83.16 Building Management
9036 Copenhaver Construction Inc.	1 MC 2016 JUL Phase 2/Part 1 Sidewalk Repairs	Paid by EFT # 35753		7/28/2016	8/8/2016	82,722.78 Development
9055 Business and Career Services Incorporated	BCS-15-061 PY15 - Youth Contract - June 2016	Paid by EFT # 35735	6/1/2016		8/8/2016	10,880.38 WIA 15
9055 Business and Career Services Incorporated	BCS-15-061 PY15 - Youth Contract - June 2016	Paid by EFT # 35735		7/29/2016	8/8/2016	11,462.89 WIA 15
9055 Business and Career Services Incorporated	BCS-15-061 PY15 - Youth Contract - June 2016	Paid by EFT # 35735		7/29/2016	8/8/2016	2,536.39 WIA 15
9084 Carron Johnson	71516 DOJ/OJP FINANCIAL MANAGEMENT TRAINING MEALS, FUEL, TAXI, MILEAGE	Paid by Check # 352461	7/15/2016	7/21/2016	8/8/2016	244.78 Court Services
9094 Cardinal Health 108, LLC (Cardinal Health Inc.)	6639762 Health - Tubersol	Paid by EFT # 35741	7/12/2016	7/19/2016	8/8/2016	316.45 Health
9094 Cardinal Health 108, LLC (Cardinal Health Inc.)	6045174C Health - Tubersol	Paid by EFT # 35741	4/25/2016	7/26/2016	8/8/2016	116.22 Health
9094 Cardinal Health 108, LLC (Cardinal Health Inc.)	114913-0C Health - Tubersol Refund	Paid by EFT # 35741	4/27/2016	7/26/2016	8/8/2016	-116.22 Health
9096 Gordon Food Service, Inc.	171551019 FOOD FOR JJC	Paid by EFT # 35784	7/19/2016	7/28/2016	8/8/2016	2,117.33 Court Services
9096 Gordon Food Service, Inc.	171687764 FOOD FOR JJC	Paid by EFT # 35784	7/26/2016	7/28/2016	8/8/2016	2,180.78 Court Services
9133 Capita Technologies, Inc.	100431 122916 MIGRATION HRS AN, HT, SK	Paid by EFT # 35740	12/31/2015		8/8/2016	9,562.50 Court Services
9133 Capita Technologies, Inc.	100432 12/31/15 CUSTOMIZATION/GROUP 4	Paid by EFT # 35740		7/28/2016	8/8/2016	73,500.00 Court Services
9133 Capita Technologies, Inc.	100476 02/29/16 MIGRATIONS,AN, SK	Paid by EFT # 35740	2/29/2016		8/8/2016	4,750.00 Court Services
9133 Capita Technologies, Inc.	100505 04/30/16 CUSTOMIZATION /GROUP 4B	Paid by EFT # 35740	4/30/2016		8/8/2016	38,500.00 Court Services
9133 Capita Technologies, Inc.	100530 05/31/16 MIGRATIONS AN, HT, SK	Paid by EFT # 35740	5/31/2016		8/8/2016	8,062.50 Court Services
9235 Susan Brown	72616 Webinar	Paid by EFT # 35740		7/26/2016		
						179.00 Human Resource Manage
9242 Catherine Bellario	51316 BJA NADCP CONFERENCE AIRFARE	Paid by Check # 352387		5/13/2016		420.20 Court Services
9256 Chamberlain College of Nursing	754 Asong 2948 15-03	Paid by Check # 352403		7/29/2016	8/8/2016	1,000.00 WIA 15
9270 Professional Cleaning Supplies/HP (PCS Industries)	12727875 JJC PARTS FOR FLOOR SCRUBBER	Paid by EFT # 35848		7/25/2016	8/8/2016	61.23 Building Management
9270 Professional Cleaning Supplies/HP (PCS Industries)	12726146 JJC PARTS FOR FLOOR SCRUBBER	Paid by EFT # 35848		7/25/2016		39.55 Building Management
9270 Professional Cleaning Supplies/HP (PCS Industries)	12729744 JJC PARTS FOR FLOOR SCRUBBER	Paid by EFT # 35848	7/20/2016	7/25/2016	8/8/2016	21.16 Building Management
9354 Batteries Plus Bulbs (Power Up Batteries LLC)	493-134003 SHOP BATTERIES	Paid by EFT # 35720	7/21/2016	7/25/2016	8/8/2016	243.10 Building Management
9354 Batteries Plus Bulbs (Power Up Batteries LLC)	493-133740 JA MARINE BATTERY	Paid by EFT # 35720	7/14/2016	7/25/2016	8/8/2016	255.90 Building Management
9393 Kathleen Jeambey	72816 mileage expenses from 7/1/16 to 7/28/16	Paid by Check # 352460		7/29/2016	8/8/2016	25.06 Judiciary and Courts
9430 Campise Polygraph Services	54 07/18/16 MAINTENANCE POLYGRAPH	Paid by EFT # 35738		7/28/2016	8/8/2016	300.00 Court Services
5450 Campise Folygraph Services			· ·			
9444 Paul R. Sather, Ph.D.	10065	Paid by EFT # 35861	7/23/2016	7/27/2016	8/8/2016	600.00 Judiciary and Courts

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	CLAINS PAID REPORT					
VENDOR			INVOICE		PAYMENT	INVOICE
NUMBER VENDOR	INVOICE DESCRIPTION	STATUS	DATE	GL DATE	DATE	AMOUNT DEPARTMENT
9482 Larry Sconiers	72616 PEV - Sconiers - Internet	Paid by Check # 352523	7/26/2016			221.92 Other- Countywide Expenses
9558 Laverne D. Karcinski	741 Travel to McHenry County College - 6/27-7/7/16	Paid by EFT # 35805	7/19/2016			77.76 TAA 14
9569 G.L. Denson, Inc.	07 MR 477 Transcript 07MR477	Paid by EFT # 35778	7/12/2016			12.00 Judiciary and Courts
9589 Anne Marie Kruse	70716 Notary Renewal and Notary Stamp Public Defender's Office	Paid by Check # 352467	7/7/2016			25.00 Public Defender
9616 Sydney A. Marzian	759 Marzian 2840 16-08	Paid by EFT # 35827	7/21/2016			626.13 WIA 15
9642 Brett Youngsteadt	72816 Mileage Expense7/28/2016	Paid by Check # 352555	7/29/2016			17.82 Animal Control
9658 Tyler Technologies, Inc. (New World)	020-11824 INV #020-11824 Billable Travel	Paid by EFT # 35893	6/22/2016			28,996.13 Other- Countywide Expenses
9658 Tyler Technologies, Inc. (New World)	020-12029 INV #020-12029 Billable Travel	Paid by EFT # 35893	7/13/2016			4,799.46 Other- Countywide Expenses
9658 Tyler Technologies, Inc. (New World)	020-12079 INV #020-12079 Security Configuration Status Report	Paid by EFT # 35893	7/21/2016			53,211.00 Other- Countywide Expenses
9658 Tyler Technologies, Inc. (New World)	020-12079A INV #020-12079A Project Designs/Integration Enhancements	Paid by EFT # 35893	7/21/2016	7/27/2016	8/8/2016	57,234.00 Other- Countywide Expenses
9658 Tyler Technologies, Inc. (New World)	020-12080 INV #020-12080 Status Report of Development Projects	Paid by EFT # 35893	7/21/2016	7/27/2016	8/8/2016	123,585.00 Other- Countywide Expenses
9725 Ray S. Kim, PhD and Associates, Inc.	2016.06	Paid by EFT # 35851	7/27/2016	7/27/2016	8/8/2016	600.00 Judiciary and Courts
9779 System Solutions, Inc.	465267 HMIS Implementation Computer	Paid by EFT # 35881	6/24/2016	7/29/2016	8/8/2016	1,409.35 Development
9779 System Solutions, Inc.	465605 INV #465605 PC Replacement-Desktops-Laptops-Monitors/SpeakerBars	Paid by EFT # 35881	7/25/2016	7/28/2016	8/8/2016	708.16 Other- Countywide Expenses
9779 System Solutions, Inc.	465517 INV #465517 PC Replacement-Desktops-Laptops-Monitors/SpeakerBars	Paid by EFT # 35881	7/18/2016	7/28/2016	8/8/2016	4,323.70 Other- Countywide Expenses
9779 System Solutions, Inc.	465562 INV #465562 PC Replacement-Desktops-Laptops-Monitors/SpeakerBars	Paid by EFT # 35881	7/20/2016	7/28/2016	8/8/2016	1,286.99 Other- Countywide Expenses
9779 System Solutions, Inc.	465630 INV #465630 PC Replacement-Desktops-Laptops-Monitors/SpeakerBars	Paid by EFT # 35881	7/27/2016		8/8/2016	446.94 Other- Countywide Expenses
9779 System Solutions, Inc.	465545 INV #465545 PC Replacement-Desktops-Laptops-Monitors/SpeakerBars	Paid by EFT # 35881	7/19/2016	7/28/2016	8/8/2016	586.57 Other- Countywide Expenses
9779 System Solutions, Inc.	465521 INV #465521 PC Replacement-Desktops-Laptops-Monitors/SpeakerBars	Paid by EFT # 35881	7/18/2016			697.44 Other- Countywide Expenses
9779 System Solutions, Inc.	465564 INV #465564 PC Replacement-Desktops-Laptops-Monitors/SpeakerBars	Paid by EFT # 35881	7/20/2016			1,048.95 Other- Countywide Expenses
9835 Scott Litwiler	72116 SHIELD OF CARE TRAINING MEALS, PARKING FEE, FUEL	Paid by Check # 352472	7/21/2016			27.75 Court Services
9835 Scott Litwiler	72116 SHIELD OF CARE TRAINING MEALS, PARKING FEE, FUEL	Paid by Check # 352472				15.07 Court Services
9854 Performance Chemical & Supply	203453 JAIL H2ORNAGE CLEANER	Paid by EFT # 35845	7/19/2016			930.00 Building Management
9856 Dynegy Energy Servicess, LLC	87355416071 1240 06/09-07/11/16	Paid by EFT # 35763				1,672.46 Building Management
9856 Dynegy Energy Servicess, LLC	86372916071 1330 06/09-07/11	Paid by EFT # 35763				627.21 Building Management
9856 Dynegy Energy Servicess, LLC	86370916071 7523064009; 140024771; Seavy 06/02/16-07/06/16	Paid by EFT # 35765	7/11/2016			107.42 Transportation
9856 Dynegy Energy Servicess, LLC	86373016061 141590938; Randall&Mason,Dundee 05/19/16-06/20/16	Paid by EFT # 35764	7/1/2016			258.28 Transportation
9856 Dynegy Energy Servicess, LLC	86370816071 141648369; OrchardRd,Aurora 06/30/16-07/07/16	Paid by EFT # 35766	7/12/2016			95.06 Transportation
9876 EcoClean Maintenance, Inc.						
,	5645 JULY VARIOUS	Paid by EFT # 35767	7/29/2016			3,776.00 Building Management
9876 EcoClean Maintenance, Inc.	5645 JULY VARIOUS	Paid by EFT # 35767	7/29/2016			3,776.00 Building Management
9876 EcoClean Maintenance, Inc.	5644 JULY 1240	Paid by EFT # 35767	7/29/2016			1,180.00 Building Management
9876 EcoClean Maintenance, Inc.	5645 JULY VARIOUS	Paid by EFT # 35767	7/29/2016			4,720.00 Building Management
9876 EcoClean Maintenance, Inc.	5641 JULY 2016 JANITORIAL SERV - ELGIN	Paid by EFT # 35767	7/29/2016			472.00 Court Services
9876 EcoClean Maintenance, Inc.	5640 JULY 2016 JANITORIAL SERV - AURORA	Paid by EFT # 35767	7/29/2016			472.00 Court Services
9876 EcoClean Maintenance, Inc.	5643 Janitorial services July 2016	Paid by EFT # 35767	7/29/2016			283.20 Animal Control
9876 EcoClean Maintenance, Inc.	5639 KaneDOT Janitorial Cleaning Svcs: KDOT-All Bldgs+AOC July 2016	Paid by EFT # 35767	7/29/2016			1,554.22 Transportation
9876 EcoClean Maintenance, Inc.	5642 Health - Janitorial	Paid by EFT # 35767	7/29/2016			283.20 Health
9876 EcoClean Maintenance, Inc.	5534 Health - Janitorial Services	Paid by EFT # 35767	5/31/2016	7/28/2016	8/8/2016	283.20 Health
9882 Sylvia Shadab	32-16 Spanish interp 7-16-31-16	Paid by EFT # 35863	7/29/2016			854.00 Judiciary and Courts
9949 Premier Technology Consultants, Inc.	20160614 Gengler 3809 15-01	Paid by EFT # 35846	6/14/2016	7/29/2016	8/8/2016	8,030.00 TAA 14
9996 W A Management, Inc. (Waldschmidt & Assoc.)	150001 757 #4 JULY	Paid by EFT # 35899	6/20/2016	7/28/2016	8/8/2016	139.28 Building Management
9996 W A Management, Inc. (Waldschmidt & Assoc.)	149991 JC #4 JULY	Paid by EFT # 35899	6/20/2016	7/28/2016	8/8/2016	4,595.27 Building Management
9996 W A Management, Inc. (Waldschmidt & Assoc.)	149996 GC #4 JULY	Paid by EFT # 35899	6/20/2016	7/28/2016	8/8/2016	645.14 Building Management
9996 W A Management, Inc. (Waldschmidt & Assoc.)	150000 JJC #4 JULY	Paid by EFT # 35899	6/20/2016	7/28/2016	8/8/2016	375.00 Building Management
9996 W A Management, Inc. (Waldschmidt & Assoc.)	149998 NORTH CAMPUS #4 JULY	Paid by EFT # 35899	6/20/2016	7/28/2016	8/8/2016	352.00 Building Management
9996 W A Management, Inc. (Waldschmidt & Assoc.)	149995 1330 #4 JULY	Paid by EFT # 35899	6/20/2016			300.17 Building Management
9996 W A Management, Inc. (Waldschmidt & Assoc.)	149994 1240 #4 JULY	Paid by EFT # 35899	6/20/2016	7/28/2016	8/8/2016	240.28 Building Management
9996 W A Management, Inc. (Waldschmidt & Assoc.)	149999 OCH #4 JULY	Paid by EFT # 35899	6/20/2016			581.00 Building Management
9996 W A Management, Inc. (Waldschmidt & Assoc.)	149992 JAIL #4 JULY	Paid by EFT # 35899	6/20/2016			572.14 Building Management
9996 W A Management, Inc. (Waldschmidt & Assoc.)	149997 Lawn maintenance #4 of 7	Paid by EFT # 35899	6/20/2016	8/1/2016		207.14 Animal Control
9996 W A Management, Inc. (Waldschmidt & Assoc.)	149993 KaneDOT Lawn Maint & Landscaping #4 of 7	Paid by EFT # 35899	6/20/2016			633.57 Transportation
9996 W A Management, Inc. (Waldschmidt & Assoc.)	150126 KaneDot Lawn Maint & Landscaping payment #5 of 7	Paid by EFT # 35899		7/28/2016		633.57 Transportation
10004 Lee Legler Construction & Electric, Inc.	2015233 Plato Generator Maintenance	Paid by EFT # 35820		7/22/2016		225.00 Kane Comm
10014 Shredit USA LLC (Cintas Document Destruction)	9411465555 Health - Document Destruction	Paid by EFT # 35865		7/19/2016		63.09 Health
10014 Shreat OSA LLC (cintas Document Destruction) 10017 Mary L. Bauer	7/29/2016 Contractual Worker.	Paid by EFT # 35721		7/27/2016		817.50 County Clerk
10017 Ivialy L. Badel 10041 Lisa Bloom	70816 Health - Mileage Reimbursement - June 2016	Paid by Check # 352390		7/20/2016		264.06 Health
10067 Ricky Smith	740 Travel to Rock Valley - 6/27-7/11/16	Paid by EFT # 35870		7/29/2016		112.32 TAA 14
10068 Beatris Beard	743 Travel to McHenry County College - 6/27-7/6/15	Paid by EFT # 35722		7/29/2016		118.91 TAA 14
10088 Wogen Child Care	698 Childcare for Brian Bell - 6/7-6/23/16	Paid by EFT # 35909		7/15/2016		180.00 WIA Trade Case Mgmt 15
10088 Wogen Child Care	737 Childcare - 6/28-7/7/16	Paid by EFT # 35909		7/29/2016		120.00 WIA Trade Case Mgmt 15
10153 William Earle	72716 MC 2016 JUN/JUL Bill Earle Mileage Reimbursement (6/23-7/22)	Paid by Check # 352432	7/27/2016	7/28/2016	8/8/2016	37.80 Development
10154 Carolina Imaging Products	170932 toner	Paid by EFT # 35742		7/21/2016		654.00 Court Services

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	CLAIMS PAID REPORT					
'ENDOR UMBER VENDOR	INVOICE DESCRIPTION	STATUS	INVOICE DATE	GL DATE	PAYMENT DATE	INVOICE AMOUNT DEPARTMENT
	FFK47 Health - Fund Development Consultant for Fit For Kids					
10167 Susan M. Ericson (vendor)		Paid by EFT # 35771		7/19/2016 7/26/2016	8/8/2016 8/8/2016	675.00 Health
10167 Susan M. Ericson (vendor)	FFK48 Health - Fund Development Consultant for Fit For Kids	Paid by EFT # 35771				675.00 Health
10183 Judi Lee Stauber	755 Stauber 3384 16-07	Paid by EFT # 35877		7/29/2016		430.00 WIA 15
10186 Rey Blanco	734 Car Repairs - Brakes	Paid by EFT # 35727		7/29/2016	8/8/2016	59.99 WIA 15
10213 Marielle Kopasz	11 Health - Mileage Reimbursement - June 2016	Paid by EFT # 35813		7/19/2016		30.63 Health
10214 G&K Services, Inc.	1172413437 86682-01 Uniform and Carpet Services, per contract	Paid by EFT # 35777		7/28/2016	8/8/2016	168.75 Transportation
10214 G&K Services, Inc.	1172409855 86682-01 Uniform and Carpet Services	Paid by EFT # 35777		7/28/2016	8/8/2016	172.49 Transportation
10237 Jennifer AustinSmith	70816 Health - Transcription Services	Paid by EFT # 35717		7/28/2016	8/8/2016	50.00 Health
10258 Suzanne M Markin	71916 Travel to East AuroraDistrict, No Illinois Bank, WCC-7/13-7/19/16	Paid by EFT # 35826	7/19/2016		8/8/2016	10.56 WIA 15
10258 Suzanne M Markin	71916 Travel to East AuroraDistrict, No Illinois Bank, WCC-7/13-7/19/16	Paid by EFT # 35826		7/29/2016		10.55 WIA 15
10261 Jaime Thomas	071416a Trauma Conference	Paid by EFT # 35884		7/14/2016	8/8/2016	219.99 Court Services
10312 Office of the Illinois State Fire Marshal	7/20/16 JAILVARI 2 ADULT CORRECTIONS ELEVATOR VARIANCE	Paid by Check # 352499		7/25/2016	8/8/2016	600.00 Building Management
10357 Smork Inc	1012 Sales & Consulting Services 7/12, 7/14, 7/19, 7/21/16	Paid by EFT # 35872	7/27/2016	7/28/2016	8/8/2016	1,005.44 Other- Countywide Expense
10394 Monica Gilliam	72216 Travel to Gail Borden Library - 7/11-7/20/16	Paid by EFT # 35781	7/22/2016	7/29/2016	8/8/2016	53.46 WIA 15
10394 Monica Gilliam	072216a Travel to Gail Borden Public Library - 7/21 & 7/22/16	Paid by EFT # 35781	7/22/2016	7/29/2016	8/8/2016	11.88 WIA 15
10394 Monica Gilliam	72216 Travel to Gail Borden Library - 7/11-7/20/16	Paid by EFT # 35781	7/22/2016	7/29/2016	8/8/2016	53.46 WIA 15
10394 Monica Gilliam	072216a Travel to Gail Borden Public Library - 7/21 & 7/22/16	Paid by EFT # 35781	7/22/2016	7/29/2016	8/8/2016	11.88 WIA 15
10402 Tower Works, Inc	66023 Inv#66023 - KDOT Antenna install	Paid by EFT # 35887	6/22/2016		8/8/2016	5,140.63 Other- Countywide Expens
10411 Lee Gasper	738 Travel to Savannah Technical College - 6/27-7/7/16	Paid by EFT # 35780		7/29/2016	8/8/2016	322.81 TAA 14
10417 Hector Velazquez	7/27/2016 Contractual Employee	Paid by EFT # 35896		7/27/2016	8/8/2016	224.00 County Clerk
10448 Rachel L. Sherman	758 Sherman 3223 16-02	Paid by EFT # 35864		7/29/2016	8/8/2016	148.50 WIA 15
10449 Sonia Ortiz	732 Travel to Computer Training Source - 6/11-6/30/16	Paid by EFT # 35840		7/29/2016	8/8/2016	81.00 WIA 15
10453 Alexandra Lynn Isham	756 Isham 3422 16-05	Paid by EFT # 35802		7/29/2016	8/8/2016	65.00 WIA 15
10455 Alexandra Lynn Islam 10470 Lincolnland Architectural Graphics, Inc.	2785 OFFICE SIGN FOR JJC	Paid by EFT # 35802				72.00 Court Services
10498 Nagham Obaid				7/28/2016		
	751 Travel to Microtrain - 7/9 - 7/16/16	Paid by EFT # 35837		7/29/2016	8/8/2016	89.34 WIA 15
10507 Johanna Rodriguez	72616 Travel to N. Aurora to deliver/pick up mail	Paid by EFT # 35857		7/29/2016	8/8/2016	26.46 WIA 15
10514 Diane Blackwell	750 Travel to COD - 4/6 - 4/30/16	Paid by Check # 352388		7/29/2016	8/8/2016	166.52 WIA 15
10533 Robert J. Sandner	72716 UCCI Meeting	Paid by EFT # 35860		7/27/2016		16.00 County Clerk
10533 Robert J. Sandner	72716 UCCI Meeting	Paid by EFT # 35860		7/27/2016	8/8/2016	141.48 County Clerk
10539 Elisa Lancaster	71516 PTSD Conference	Paid by EFT # 35815		7/14/2016	8/8/2016	219.99 Court Services
10547 PETER J BURGERT	72916 MILEAGE	Paid by Check # 352400	7/29/2016	7/29/2016	8/8/2016	129.60 Merit Commission
10557 Ahmed W. Khan	733 Travel to ORT Technical Institute - 6/20-6/28/16 - Tolls Only	Paid by EFT # 35808	7/21/2016	7/29/2016	8/8/2016	19.85 WIA 15
10557 Ahmed W. Khan	744 Travel to ORT Technical Institute - 6/20-6/30/16	Paid by EFT # 35808	7/21/2016	7/29/2016	8/8/2016	349.06 TAA 14
10563 Nicholas Halan	72616 CMAP Trans Comm, Metra Ticket & Parking, Meals, 7/22/16	Paid by EFT # 35790	7/26/2016	7/28/2016	8/8/2016	31.18 Transportation
10572 Bleacher America Inc.	2410 JAIL ONE MAN LIFTS ROLLING WORK TOWERS	Paid by Check # 352389	7/26/2016	7/28/2016	8/8/2016	28,600.00 Other- Countywide Expens
10586 Brandon O'Neill Turner	736 Travel to Advantage (Joliet) - 6/27-7/20/16	Paid by EFT # 35891		7/29/2016	8/8/2016	452.84 WIA 15
10587 Jaz Roselle Elmore	748 Travel to School - joliet - 6/21 - 7/14/16	Paid by EFT # 35770		7/29/2016	8/8/2016	334.37 WIA 15
10591 Midwest Underground Technology, Inc	G.Feliciano1 Feliciano OJT reimbursement 4/4/16-6/27/16	Paid by Check # 352483		7/29/2016		3,705.00 WIA 15
10591 Midwest Underground Technology, Inc	L.Garcia -1 Garcia OJT reimbursement 1 4/18-7/11/16	Paid by Check # 352483		7/29/2016	8/8/2016	2,309.13 WIA 15
10598 Alissa Sanchez	72116 SHEILD OF CARE TRAINING MEALS	Paid by Check # 352520		7/21/2016	8/8/2016	21.41 Court Services
10603 Bruno Landa Campos		Paid by EFT # 35816		7/29/2016	8/8/2016	33.69 TAA 14
•	742 Travel to WCC - 7/6-7/13/16	•				
10612 Hector F. Maldonado	730 Travel to WCC - 7/6-7/13/16	Paid by EFT # 35825		7/29/2016	8/8/2016	47.95 TAA 14
10616 Roberto Sandoval	0004-072816 08-00058-02-BR; Parcel 0004, Reloc-9 months Storage Unit	Paid by Check # 352521		7/28/2016	8/8/2016	1,100.00 Transportation
10629 Simply Destinee	6/1/2016 Health - Active Living Project	Paid by EFT # 35868		7/19/2016	8/8/2016	2,000.00 Health
10630 Acanthus Technology, LLC	3839 Surveillance Complete HD Upgrade	Paid by EFT # 35708		7/27/2016	8/8/2016	3,917.72 Recorder
10631 Claudia Zepeda Perez	729 Translation Fee for detailed transcript	Paid by EFT # 35844		7/29/2016		50.00 WIA 15
10640 Ketone Automotive, Inc.	106785 483775 GL Primer UN1263	Paid by EFT # 35807		7/28/2016	8/8/2016	78.23 Transportation
10640 Ketone Automotive, Inc.	106772 483775 Primer, catalyst, solvent, paint & hardner	Paid by EFT # 35807	7/20/2016	7/28/2016	8/8/2016	616.38 Transportation
10641 Joyce Watkins	752 Reimburse Emergency Communications Fee	Paid by EFT # 35906	7/25/2016	7/29/2016	8/8/2016	41.00 WIA 15
10643 David Troscinski	735 Travel to Microtrain - 7/9-7/16/16	Paid by EFT # 35889	7/25/2016	7/29/2016	8/8/2016	93.48 WIA 15
10664 AI Squared (Algorithmic Implementations, Inc.)	387226A MagReader, Large Print Keyboard	Paid by EFT # 35710	6/13/2016	7/29/2016	8/8/2016	1,227.56 WIA Local Incentive 14
10664 AI Squared (Algorithmic Implementations, Inc.)	387226A MagReader, Large Print Keyboard	Paid by EFT # 35710	6/13/2016	7/29/2016	8/8/2016	264.49 WIA Local Incentive 14
10667 Kings Mill Ltd	4744 JUROR CHAIRS REPAIRED (2)	Paid by EFT # 35809		7/27/2016		550.00 Judiciary and Courts
10668 Inlad Truck and Van Equipment Co., Inc	57733 RACKS FOR VAN	Paid by EFT # 35800		7/25/2016	8/8/2016	1,216.56 Building Management
10669 M. Denise Gul	757 Gul 3397 16-03	Paid by EFT # 35788		7/29/2016		65.00 WIA 15
10674 Helen M. Kavlock	749 Travel to WCC - 6/7-6/30/16	Paid by EFT # 35806		7/29/2016		81.33 WIA 15
10675 Roberto Lopez	760 Travel to Juarez Driving School - 6/13-7/22/16	Paid by EFT # 35824		7/29/2016		1,200.00 WIA 15
10678 Brendan Morgan	72916 Training class Anti-Cruelty Society 7/25/16-7/2616	Paid by Check # 352487		7/29/2016	8/8/2016	34.00 Animal Control
David F. Phillips	TI-2016-0263-R Refund of Impact Fee-TI-2016-0263	Paid by Check # 352558	7/25/2016		8/8/2016	1,841.63 Transportation
	2016-00001096	Paid by Check # 352560	7/22/2016			11.00 Court Services
	2016-00001096	Paid by Check # 352560	7/22/2016	7/28/2016	8/8/2016	539.00 Court Services
	2010-00001030	Falu by Clieck # 552500	,, 22, 2010	1,20,2010	0/0/2010	555100 000105011005

	CLAIMS PAID REPORT					
NDOR MBER VENDOR	INVOICE DESCRIPTION	STATUS	INVOICE DATE	GL DATE	PAYMENT DATE	INVOICE AMOUNT DEPARTMENT
	2911	Paid by EFT # 35811	7/29/2016	8/1/2016	8/8/2016	180.00 State's Attorney
	72916	Paid by Check # 352505		7/29/2016	8/8/2016	266.49 State's Attorney
	72916	Paid by Check # 352505		7/29/2016	8/8/2016	240.63 State's Attorney
	72916	Paid by Check # 352505		7/29/2016		340.00 State's Attorney
	0008421-IN	Paid by Check # 352490	6/30/2016			90.00 State's Attorney
	13 CF 908a	Paid by Check # 352470		7/28/2016		10.50 Public Defender
	196380235	Paid by Check # 352448		7/28/2016		21.99 Public Defender
2722 Diterry Davids Inc.	72916	Paid by Check # 352505		7/29/2016		82.00 State's Attorney
2723 Pitney Bowes Inc	2016-00001227 Postage Payment	Paid by EFT # 36331		8/12/2016		40,000.00 Other- Countywide Expen
2659 IMRF	2016-00001214 IMRF Payment	Paid by EFT # 36323		8/15/2016		1,413,368.70
3894 Kane County Juror Payable Clearing	2016-00001218 Jury Payment	Paid by EFT # 36326		8/16/2016		1,975.00 Judiciary and Courts
1009 Government Finance Officers Assn (GFOA)	2823313 11/3/16 Annual Governmental GAAP Update-Gaber	Paid by Check # 352661	8/2/2016		8/22/2016	125.00 Finance
1009 Government Finance Officers Assn (GFOA)	2823322 11/3/16 Annual GAAP Update-Ramer-Holmes	Paid by Check # 352661	8/2/2016		8/22/2016	125.00 Finance
1009 Government Finance Officers Assn (GFOA)	2823321 11/3/16 Annual Governmental GAAP Update-Onzick	Paid by Check # 352661	8/2/2016		8/22/2016	125.00 Finance
1016 Wine Sergi Insurance (Acrisure, LLC)	110205 Notary Bond	Paid by EFT # 36145	8/1/2016		8/22/2016	25.00 Human Resource Manage
1016 Wine Sergi Insurance (Acrisure, LLC)	110206 Notary Bond	Paid by EFT # 36145	8/1/2016		8/22/2016	25.00 Human Resource Manage
1016 Wine Sergi Insurance (Acrisure, LLC)	110207 Notary Bond	Paid by EFT # 36145	8/1/2016		8/22/2016	25.00 Human Resource Manage
1024 Ready Refresh by Nestle (Ice Mountain)	06G0126083872 MONTHLY WATER DELIVERY FOR ROLL CALL ROOM	Paid by EFT # 36087		8/12/2016		27.61 Sheriff
1024 Ready Refresh by Nestle (Ice Mountain)	06H0126083872 WATERCOOLER MONTHLY DELIVERY	Paid by EFT # 36087		8/12/2016		19.89 Sheriff
1024 Ready Refresh by Nestle (Ice Mountain)	06G0121852636 KaneDOT Bottled Water Delivery Svc	Paid by EFT # 36088	7/16/2016		8/22/2016	159.11 Transportation
1024 Ready Refresh by Nestle (Ice Mountain)	06G0121074025 WATERCOOLER - CHIEF JUDGE'S OFFICE	Paid by EFT # 36087		8/11/2016		1.07 Judiciary and Courts
1024 Ready Refresh by Nestle (Ice Mountain)	16G8103866284 WATERCOOLER THIRD ST RM 360	Paid by EFT # 36087		8/11/2016		95.13 Judiciary and Courts
1024 Ready Refresh by Nestle (Ice Mountain)	06G0123621492 acct#0123621492 Water, Rent 7/1-7/31/16 Pub.Def. Annex	Paid by EFT # 36087		8/15/2016		10.65 Public Defender
1024 Ready Refresh by Nestle (Ice Mountain)	06G0126124726 TC WATER DELIVERY 06/21-07/20/16	Paid by EFT # 36087	7/20/2016		8/22/2016	0.00 Court Services
1024 Ready Refresh by Nestle (Ice Mountain)	06G0126124726 TC WATER DELIVERY 06/21-07/20/16	Paid by EFT # 36087	7/20/2016	8/4/2016		29.05 Court Services
1024 Ready Refresh by Nestle (Ice Mountain)	16G8103851336 Water fountains and coolers	Paid by EFT # 36087	8/3/2016		8/22/2016	37.57 Coroner
1024 Ready Refresh by Nestle (Ice Mountain)	16G8106207791 Fin Acct #8106207791 delivery 7/1/16	Paid by EFT # 36087	8/3/2016		8/22/2016	29.17 Finance
1024 Ready Refresh by Nestle (Ice Mountain)	16G8104122430 Drinling Water 7/1 - 7/31/16	Paid by EFT # 36087	8/3/2016		8/22/2016	10.65 County Auditor
1024 Ready Refresh by Nestle (Ice Mountain)	06G0123619538 acct#0123619538 water/rent 6/15-7/14/16 KBC Public Defender	Paid by EFT # 36087	7/16/2016		8/22/2016	7.76 Public Defender
1024 Ready Refresh by Nestle (Ice Mountain)	06G0121580963 bottled drinking water	Paid by EFT # 36087	8/3/2016	8/10/2016	8/22/2016	13.54 Sheriff
1024 Ready Refresh by Nestle (Ice Mountain)	06G0124910464 bottled drinking water	Paid by EFT # 36087	8/3/2016	8/10/2016	8/22/2016	18.40 Sheriff
1024 Ready Refresh by Nestle (Ice Mountain)	06G0125037382 bottled drinking water	Paid by EFT # 36087	8/3/2016	8/10/2016	8/22/2016	1.98 Sheriff
1024 Ready Refresh by Nestle (Ice Mountain)	16G8105609732 Bottled water 7/1/16-7/31/2016	Paid by EFT # 36087	8/3/2016	8/9/2016	8/22/2016	13.14 Animal Control
1024 Ready Refresh by Nestle (Ice Mountain)	16G8106647400 Water Service for July	Paid by EFT # 36087	8/3/2016	8/8/2016	8/22/2016	10.76 Veterans' Commission
1024 Ready Refresh by Nestle (Ice Mountain)	16G8104502649 CB-Acct #8104502649 Delivery 7/1/16	Paid by EFT # 36087	8/3/2016	8/11/2016	8/22/2016	18.03 County Board
1024 Ready Refresh by Nestle (Ice Mountain)	16G8103848662 Water	Paid by EFT # 36087	8/3/2016	8/9/2016	8/22/2016	85.32 County Clerk
1024 Ready Refresh by Nestle (Ice Mountain)	06G0122921927 Health - Drinking Water	Paid by EFT # 36087	8/3/2016	8/11/2016	8/22/2016	13.14 Health
1024 Ready Refresh by Nestle (Ice Mountain)	06G0122978521 Drinking Water	Paid by EFT # 36087	8/3/2016	8/11/2016	8/22/2016	103.96 Health
1024 Ready Refresh by Nestle (Ice Mountain)	16G8106259438 Monthly Bottled Water Delivery Service	Paid by EFT # 36087	8/3/2016	8/11/2016	8/22/2016	23.81 Environmental Manageme
1024 Ready Refresh by Nestle (Ice Mountain)	16G8105941788 Monthly water service	Paid by EFT # 36087	8/3/2016	8/10/2016	8/22/2016	40.85 Development
1026 Laner Muchin Dombrow Becker Levin & Tominberg Ltd	498752 PROFESSIONAL SERVICES	Paid by EFT # 36038	8/1/2016	8/4/2016	8/22/2016	175.00 Court Services
1040 CDW Government Inc	DJB9080 10-00389-00-MG; Monitors for the AOC Video Wall	Paid by EFT # 35947	6/9/2016	8/8/2016	8/22/2016	8,174.10 Transportation
1040 CDW Government Inc	DJQ5306 10-00389-00-MG; Monitors for the AOC Video Wall	Paid by EFT # 35947	6/13/2016	8/8/2016	8/22/2016	2,301.66 Transportation
1040 CDW Government Inc	DKG4165 10-00389-00-MG; Monitors for the AOC Video Wall	Paid by EFT # 35947	6/15/2016	8/8/2016	8/22/2016	767.22 Transportation
1044 City of Geneva	305000221000 816 427 CAMPBELL 06/20-07/20/16	Paid by Check # 352611	7/30/2016	8/9/2016	8/22/2016	15.51 Building Management
1044 City of Geneva	305000240000 816 428 JAMES 06/20-07/20/16	Paid by Check # 352612	7/30/2016	8/9/2016	8/22/2016	7.96 Building Management
1044 City of Geneva	305000160002 816 401 CAMPBELL 06/20-07/20/16	Paid by Check # 352614	7/30/2016		8/22/2016	7.96 Building Management
1044 City of Geneva	305000460000 816 114 S 3RD OCH 06/20-07/20/16	Paid by Check # 352613	7/30/2016	8/9/2016	8/22/2016	429.42 Building Management
1044 City of Geneva	305000221000 816 427 CAMPBELL 06/20-07/20/16	Paid by Check # 352611	7/30/2016	8/9/2016	8/22/2016	60.91 Building Management
1044 City of Geneva	305000240000 816 428 JAMES 06/20-07/20/16	Paid by Check # 352612	7/30/2016		8/22/2016	12.54 Building Management
1044 City of Geneva	305000160002 816 401 CAMPBELL 06/20-07/20/16	Paid by Check # 352614	7/30/2016		8/22/2016	12.54 Building Management
1044 City of Geneva	305000460000 816 114 S 3RD OCH 06/20-07/20/16	Paid by Check # 352613	7/30/2016		8/22/2016	721.09 Building Management
1044 City of Geneva	305000221000 816 427 CAMPBELL 06/20-07/20/16	Paid by Check # 352611	7/30/2016		8/22/2016	628.39 Building Management
1044 City of Geneva	305000240000 816 428 JAMES 06/20-07/20/16	Paid by Check # 352612	7/30/2016		8/22/2016	210.51 Building Management
1044 City of Geneva	305000160002 816 401 CAMPBELL 06/20-07/20/16	Paid by Check # 352612	7/30/2016		8/22/2016	141.53 Building Management
1044 City of Geneva	305000460000 816 114 S 3RD OCH 06/20-07/20/16	Paid by Check # 352613	7/30/2016		8/22/2016	6,428.06 Building Management
1044 City of Geneva	28985388-07/16 0198004231-000; 1031 EFabyan, 06/02/16-07/05/16	Paid by Check # 352610 Paid by Check # 352610	7/15/2016		8/22/2016	68.42 Transportation
	20303300 07/10 0130004231 000, 1031 Li abyaii, 00/02/10-07/03/10		7/11/2016		8/22/2010	404.65 Building Management
-	13501972528 816 1330 05/06-07/01/16				3/22/2010	404.00 bundling Management
1045 City of Aurora	13501972528 816 1330 05/06-07/01/16 13501918970 816 1240 05/06-07/01/16	Paid by Check # 352604 Paid by Check # 352605				
1045 City of Aurora 1045 City of Aurora	13501918970 816 1240 05/06-07/01/16	Paid by Check # 352605	7/25/2016	8/9/2016	8/22/2016	337.90 Building Management
1045 City of Aurora			7/25/2016 4/25/2016	8/9/2016	8/22/2016 8/22/2016	

	CLAINIS PAID REPORT					
VENDOR			INVOICE		PAYMENT	INVOICE
IUMBER VENDOR	INVOICE DESCRIPTION	STATUS	DATE	GL DATE	DATE	AMOUNT DEPARTMENT
1054 ComEd	3591085016/07/16 Health - Electric Service	Paid by Check # 352618	7/28/2016	8/4/2016		214.67 Health
1054 ComEd	3591085016/07/16 Health - Electric Service	Paid by Check # 352618	7/28/2016		8/22/2016	293.59 Health
1054 ComEd	3963095144-0716 Service 6/30-7/29/16 - Acct # 3963095144	Paid by Check # 352628	7/29/2016			265.90 Operating Pool
1054 ComEd 1054 ComEd	6063129097-07/16 WeatherStation 13N145 Randall 06/22/16-07/19/16	Paid by Check # 352627	7/20/2016	8/5/2016		31.35 Transportation
	0039051173-07/16 0039051173; Corron/Burlington 06/28/16-07/28/16	Paid by Check # 352623	7/28/2016		8/22/2016	10.55 Transportation
1054 ComEd	0991034032-07/16 0991034032; BigTmbr/Randall 06/22/16-07/22/16	Paid by Check # 352625	7/25/2016		8/22/2016	152.57 Transportation
1054 ComEd 1054 ComEd	2672169007-07/16 117872917; McLean/Bowes 06/24/16-07/26/16	Paid by Check # 352626	7/26/2016 7/28/2016		8/22/2016 8/22/2016	13.19 Transportation
1054 ComEd	4278050001-07/16 4278050001; Corron/Burlington 06/28/16-07/28/16 0414000061-0716 0414000061; Various Traf Lghts 06/20/16-07/19/16	Paid by Check # 352620 Paid by Check # 352621	7/25/2016		8/22/2016	38.27 Transportation
1054 ComEd	1163141072-07/16 1163141072; Various TrafficLts 07/01/16-08/02/16	Paid by Check # 352622	8/2/2016		8/22/2010	3,427.60 Transportation 223.27 Transportation
1054 ComEd	0205024040JU/JU MC 2016 JUN/JUL Electric Utilities Current Charges \$403.59	Paid by Check # 352622 Paid by Check # 352618		8/10/2016		403.59 Development
1054 ComEd	8676003015 JU/JU MC 2016 JUN/JUL Electric Utilities ("True-Up Fee" \$358.68)	Paid by Check # 352619		8/10/2016		358.68 Development
1054 COMEC	6.30554E+15 Service - 7/25-8/24/16 - Acct # 630 553-8645 480 0	Paid by Check # 352571	7/25/2016			95.92 Operating Pool
1059 Christopher B. Burke Engineering, Ltd.	12-2013-1130 12-00424-00-SP; [r]2013 HghwySftyImp -P2Eng 06/26/16-07/30/16	Paid by Check # 352601		8/10/2016		18,567.90 Transportation
1062 Redwood Toxicology Inc.	10044120167 100441 TAC JUL16 LABS	Paid by Check # 352748		8/11/2016		155.60 Court Services
1062 Redwood Toxicology Inc.	910920167 009109 JJC JUL16 LABS	Paid by Check # 352748			8/22/2016	50.20 Court Services
1062 Redwood Toxicology Inc.	1855920167 018559 JDRC JUL16 LABS	Paid by Check # 352748	7/31/2016			129.70 Court Services
1062 Redwood Toxicology Inc.	2021120167 020211 DRC JUL16 LABS	Paid by Check # 352748	7/31/2016			2,600.50 Court Services
1063 Meade Electric Co Inc	672662 street light repair - Randall & Bowes	Paid by EFT # 36051	3/18/2016		8/22/2016	2,573.47 Human Resource Management
1068 Clinicare Corporation	355084 MILWAUKEE JUL16 R/B 07/01-07/31/16	Paid by Check # 352616	7/31/2016			8,083.25 Court Services
1078 Interlate Systems Inc	8264 Spanish interp pm Aurora 7-15-16	Paid by Check # 352689	7/27/2016		8/22/2016	137.00 Judiciary and Courts
1078 Interlate Systems Inc	8258 Spanish interp Aurora Court 6-27-7-15-16	Paid by Check # 352689	7/27/2016		8/22/2016	970.91 Judiciary and Courts
1078 Interlate Systems Inc	8259 Spanish interp 6-28-7-15-16 Elgin	Paid by Check # 352689	7/27/2016		8/22/2016	1,297.95 Judiciary and Courts
1078 Interlate Systems Inc	8260 Spanish interp Aurora 7-19-22-16	Paid by Check # 352689	7/27/2016		8/22/2016	811.51 Judiciary and Courts
1078 Interlate Systems Inc	8261 Spanish interp Elgin 7-18-22-16	Paid by Check # 352689	7/27/2016		8/22/2016	737.38 Judiciary and Courts
1082 Burns & McDonnell Engineering Co	74754-26-1892 13-00215-30-PV; LongMeadow, SecD Design Eng P2 06/01/16-06/30/16	Paid by EFT # 35940	7/23/2016		8/22/2016	2,407.27 Transportation
1102 County of Kendall Sheriffs Department	KAN-JUL16 inmate housing, July 2016	Paid by Check # 352630	8/9/2016		8/22/2016	2,580.00 Sheriff
1105 United Radio Communications Inc	100000104.4 Inv#100000104 07/16 - Battery CA 1CD	Paid by EFT # 36128				460.80 Kane Comm
1106 Lason MPB / HOV Services LLC	355832 Microfilm storage Jul 16	Paid by EFT # 36040	7/31/2016		8/22/2016	324.15 Recorder
1115 Bonnell Industries Inc	169691-IN 1170 Roller assy	Paid by EFT # 35936			8/22/2016	446.63 Transportation
1117 Gateway Foundation	80316	Paid by Check # 352659	8/3/2016	8/4/2016	8/22/2016	1,670.00 Court Services
1119 Gordon Flesch Company Inc	IN11618589 mtc 06/23/16-07/27/16	Paid by EFT # 35996	8/1/2016	8/9/2016	8/22/2016	27.23 Recorder
1119 Gordon Flesch Company Inc	IN11612264 CLIC CHGE AURORA 6/17 - 7/18	Paid by EFT # 35996	7/25/2016	8/9/2016	8/22/2016	65.05 State's Attorney
1119 Gordon Flesch Company Inc	IN11618553 6/23-7/25 CIVIL CLIC	Paid by EFT # 35996	8/1/2016	8/8/2016	8/22/2016	226.17 State's Attorney
1119 Gordon Flesch Company Inc	IN11618551 Copies printed	Paid by EFT # 35996	8/1/2016	8/9/2016	8/22/2016	22.96 Animal Control
1119 Gordon Flesch Company Inc	100314143 Copier (2) Lease	Paid by EFT # 35997	8/16/2016	8/16/2016	8/22/2016	562.00 Judiciary and Courts
1125 Transchicago Truck Group & Northwest Ford	1720516 XX8245 Unit pump	Paid by Check # 352775	8/3/2016	8/8/2016	8/22/2016	923.31 Transportation
1129 Kane County Bar Foundation, Inc.	392 EXPENSES FOR OPERATIONS OF CHILDREN'S WAITING ROOM -JULY 2016	Paid by EFT # 36025	8/8/2016	8/11/2016	8/22/2016	11,201.07 Judiciary and Courts
1133 Kara Botello	327-16 Spanish interp 8-1-15-16	Paid by EFT # 35937	8/16/2016	8/16/2016	8/22/2016	3,696.00 Judiciary and Courts
1135 Konica Minolta Business Solutions	9002638686 Maint. 7/3-8/2/2016	Paid by Check # 352702	8/2/2016	8/9/2016	8/22/2016	245.94 County Clerk
1135 Konica Minolta Business Solutions	9002638686 Maint. 7/3-8/2/2016	Paid by Check # 352702	8/2/2016	8/9/2016	8/22/2016	31.66 County Clerk
1135 Konica Minolta Business Solutions	9002568209 bizhub 160 copies 7/6/15-9/21/15	Paid by Check # 352702	7/8/2016	8/3/2016	8/22/2016	5.33 Circuit Clerk
1135 Konica Minolta Business Solutions	9002597396 acct#1193233 BizHub501 printer/copier 6/22-7/21/16 Pub. Defender	Paid by Check # 352702	7/21/2016		8/22/2016	39.60 Public Defender
1139 One Hope United	JULY/2016M	Paid by EFT # 36068	8/3/2016	8/11/2016	8/22/2016	36,047.66 Court Services
1139 One Hope United	JULY/2016A	Paid by EFT # 36068			8/22/2016	4,030.00 Court Services
1139 One Hope United	JULY/2016J	Paid by EFT # 36068		8/15/2016		3,100.00 Court Services
1143 Just In Time Sandwich & Deli Inc	3487 juror meals and snacks, JC	Paid by EFT # 36023	8/4/2016		8/22/2016	1,317.10 Judiciary and Courts
1143 Just In Time Sandwich & Deli Inc	3488 Juror measl and snacks, Ct HSe	Paid by EFT # 36023	8/4/2016		8/22/2016	838.55 Judiciary and Courts
1143 Just In Time Sandwich & Deli Inc	3490 JUror meals and snacks, JC	Paid by EFT # 36023		8/16/2016		2,188.10 Judiciary and Courts
1191 Alarm Detection Systems Inc	160836 Sep-Nov Quarterly Charges / Sep-Nov, 2016	Paid by EFT # 35918	8/7/2016		8/22/2016	390.00 County Clerk
1191 Alarm Detection Systems Inc	59649 Aug-Oct Health - Alarm System - Aug-Oct	Paid by EFT # 35918		8/12/2016		1,023.00 Health
1197 Postmaster	#4025 08/31/16 semi annual service fee TREASURER	Paid by Check # 352742	8/11/2016			587.00 Other- Countywide Expenses
1200 HIPP Temporary Staffing Inc	20776 INV #20776 Contractual Services - 7/25-7/29/16	Paid by Check # 352667	8/1/2016		8/22/2016	1,652.00 Information Technologies
1200 HIPP Temporary Staffing Inc	20785 INV #20785 Contractual Services - 8/1-8/5/16	Paid by Check # 352667	8/8/2016		8/22/2016	1,148.00 Information Technologies
1200 HIPP Temporary Staffing Inc	20776 INV #20776 Contractual Services - 7/25-7/29/16	Paid by Check # 352667	8/1/2016		8/22/2016	294.00 Other- Countywide Expenses
1200 HIPP Temporary Staffing Inc	20785 INV #20785 Contractual Services - 8/1-8/5/16	Paid by Check # 352667	8/8/2016		8/22/2016	294.00 Other- Countywide Expenses
1213 City of Elgin	51874 1861/1861 07/11, 07/12, 07/13, 07/18, 07/20, 07/21/16	Paid by EFT # 35951			8/22/2016	1,242.00 Court Services
1216 Waste Management of Illinois West	3.59251E+11 101115643 757 FABYAN 08/01/16	Paid by EFT # 36139	8/1/2016		8/22/2016	72.06 Building Management
1216 Waste Management of Illinois West	3352443-2011-5 waste removal	Paid by EFT # 36138	7/16/2016		8/22/2016	620.00 Sheriff
1216 Waste Management of Illinois West	3352950-2011-9 waste removal	Paid by EFT # 36138	8/1/2016		8/22/2016	930.00 Sheriff
1216 Waste Management of Illinois West	3592644-2011-8 waste removal	Paid by EFT # 36138	8/1/2016		8/22/2016	137.00 Sheriff
1216 Waste Management of Illinois West	3592664-2011-6 2011-3 Dumpster services Aug 2016	Paid by EFT # 36138	8/1/2016	8/5/2016	8/22/2016	20.00 Transportation

	CLAIMS PAID REPORT					
		CTATUC	INVOICE		PAYMENT	
UMBER VENDOR	INVOICE DESCRIPTION	STATUS	DATE	GL DATE	DATE	AMOUNT DEPARTMENT
1218 Glen Mills Schools	I-000191382 GLEN MILLS JUL16 R/B 07/01-07/31/16	Paid by Check # 352660	7/31/2016	8/11/2016		4,805.00 Court Services
1226 Shaw Media	7161007238 10072385/JULY	Paid by Check # 352756	7/31/2016		8/22/2016	3,182.16 State's Attorney
1226 Shaw Media	557689 REF: 1205784 16JD123	Paid by Check # 352756	7/27/2016		8/22/2016	81.00 State's Attorney
1226 Shaw Media	557690 REF:1208418 16JA23	Paid by Check # 352756	7/27/2016		8/22/2016	115.32 State's Attorney
1226 Shaw Media	557691 REF: 1208424 16JA32	Paid by Check # 352756	7/27/2016		8/22/2016	119.28 State's Attorney
1226 Shaw Media	716130566 130566 Longmeadow invoice for meeting	Paid by Check # 352756	7/31/2016		8/22/2016	641.00 Transportation
1229 Therm Flo Incorporated	SC-11991 Inv#SC-11991 dated 06/01/16 to 05/31/17 2nd year of Agreement	Paid by EFT # 36119				9,126.00 Kane Comm
1233 Crawford Murphy & Tilly Inc (CMT)	36-2013-1895 13-00215-20-PV(BR); LongMeadow - SecC Eng 06/01/16-06/30/16	Paid by EFT # 35957	7/25/2016		8/22/2016	30,032.78 Transportation
1242 Source One Office Products	524701 AVERY LABELS - LINDSEY - CHIEF JUDGE'S	Paid by EFT # 36106		8/11/2016		74.10 Judiciary and Courts
1242 Source One Office Products	405265 OFFICE SUPPLIES - SEIFRID - CHIEF JUDGE'S	Paid by EFT # 36106		8/12/2016		12.41 Judiciary and Courts
1242 Source One Office Products	408915 customer#150834 ruled pads(8 dozen) Public Defender's	Paid by EFT # 36106		8/15/2016		87.92 Public Defender
1248 Kinnally Flaherty Krentz Loran Hodge & Masur PC	5301-00/39 (PMK) Special Asst State's Attorney	Paid by Check # 352700	7/31/2016	8/12/2016	8/22/2016	2,090.00 Human Resource Managem
1257 Rehm Electric Shop Inc	10248 JIAL KITCHEN OVEN	Paid by Check # 352750	8/2/2016	8/9/2016	8/22/2016	1,302.50 Building Management
1257 Rehm Electric Shop Inc	10269 MC 2016 AUG Electirc Repairs-Pillar Lights Off S Mill Creek Dr	Paid by Check # 352750	8/10/2016	8/10/2016	8/22/2016	177.44 Development
1263 Hart Intercivic Inc	63775 Caster for Caddy.	Paid by EFT # 36004	1/26/2016	8/9/2016	8/22/2016	1,946.25 County Clerk
1271 Frank's Employment Inc (Frank's Temporaries)	86941 Election worker.	Paid by EFT # 35984	8/2/2016	8/9/2016	8/22/2016	514.08 County Clerk
1271 Frank's Employment Inc (Frank's Temporaries)	86923 Election worker	Paid by EFT # 35984	7/26/2016	8/9/2016	8/22/2016	459.00 County Clerk
1271 Frank's Employment Inc (Frank's Temporaries)	86950 TEMP SERVICES FOR SUZANNA LINDSEY 8/1-8/516 HUBBS	Paid by EFT # 35984	8/9/2016	8/11/2016	8/22/2016	644.00 Judiciary and Courts
1271 Frank's Employment Inc (Frank's Temporaries)	86930 TEMP SERVICES 7/25-7/29/16 FOR SUZANNA LINDSEY BY LAUREL HUBBS	Paid by EFT # 35984	8/2/2016	8/11/2016	8/22/2016	644.00 Judiciary and Courts
1271 Frank's Employment Inc (Frank's Temporaries)	86729 TEMP SERVICES FOR SUZANNA LINDSEY 5/23-5/26/16 BY LAUREL HUBBS	Paid by EFT # 35984				386.40 Judiciary and Courts
1282 Imprint Enterprises Inc	PSI149450 Black print cartridge for laserjet P1566/P1606	Paid by EFT # 36012	7/28/2016		8/22/2016	81.00 Recorder
1292 Village of West Dundee	70216 DUI TASK FORCE GRANT 2016-01 7/2 WEEKEND	Paid by EFT # 36133	7/2/2016		8/22/2016	722.50
1292 Village of West Dundee	52816 DUI TASK FORCE GRANT 2016-01 5/28,29	Paid by EFT # 36133	5/28/2016		8/22/2016	578.00
1297 WM Curbside LLC (DBA At Your Door)	0000223-2960-1 Household Hazardous Waste Pick Up Service - Res. #13-26	Paid by Check # 352790		8/11/2016		2,123.00 Environmental Manageme
			7/31/2016		8/22/2010	
1299 Kane County Regional Office of Education	9329 Background Check Fingerprinting 588176 JAIL PARTS	Paid by EFT # 36026				240.00 Human Resource Manager
1315 Elgin Paper Co		Paid by Check # 352642	8/5/2016		8/22/2016	56.38 Building Management
1315 Elgin Paper Co	587836 toilet paper	Paid by Check # 352642	7/26/2016		8/22/2016	3,603.50 Sheriff
1315 Elgin Paper Co	588239 JAIL LYSOL	Paid by Check # 352642	8/8/2016		8/22/2016	441.70 Building Management
1319 Susan M Lonergan	2016-21 07/24-07/30/16 SVCS FOR KIDS PRGM	Paid by Check # 352712	7/29/2016		8/22/2016	358.76 Court Services
1319 Susan M Lonergan	A-4766 07/28/16 SVCS FOR KIDS PRGM	Paid by Check # 352712	7/28/2016		8/22/2016	112.50 Court Services
1319 Susan M Lonergan	2016-22 07/31-08/06/16 SVCS FOR KIDS PRGM	Paid by Check # 352712		8/11/2016		358.76 Court Services
1319 Susan M Lonergan	A-4777 08/03/16 SVCS FOR KIDS PRGM	Paid by Check # 352712	8/3/2016	8/11/2016		112.50 Court Services
1325 Priority Products, Inc.	872346 XX64 Screws, washers, locknuts, Keystock, cable ties, couplers	Paid by Check # 352743	7/29/2016		8/22/2016	311.84 Transportation
1325 Priority Products, Inc.	872611 XX64 Diamond blade	Paid by Check # 352743	8/5/2016	8/10/2016	8/22/2016	276.50 Transportation
1325 Priority Products, Inc.	872612 XX64 Screws, washers, retainers, tape, discs, oring	Paid by Check # 352743	8/5/2016	8/10/2016	8/22/2016	281.26 Transportation
1338 ImagePro Services & Supplies Inc	25387 toner cartridges	Paid by EFT # 36009	8/4/2016	8/9/2016	8/22/2016	207.81 Circuit Clerk
1338 ImagePro Services & Supplies Inc	25360 toner cartridges	Paid by EFT # 36009	7/20/2016	8/3/2016	8/22/2016	1,427.67 Circuit Clerk
1338 ImagePro Services & Supplies Inc	25372 toner cartridges	Paid by EFT # 36009	7/26/2016	8/9/2016	8/22/2016	1,067.92 Circuit Clerk
1338 ImagePro Services & Supplies Inc	25384 toner cartridges	Paid by EFT # 36009	8/3/2016	8/9/2016	8/22/2016	820.31 Circuit Clerk
1341 Bob Barker Company Inc	WEB000436879 mens cross-strap	Paid by Check # 352582	7/25/2016		8/22/2016	246.79 Sheriff
1341 Bob Barker Company Inc	WEB000436880 economy orange t-shirts	Paid by Check # 352582	7/25/2016		8/22/2016	2,638.95 Sheriff
1360 Feece Oil Company	1608249 Peak ATF MV full syn, 1/55	Paid by Check # 352647	7/13/2016		8/22/2016	600.05 Sheriff
1370 Zimmerman Ford, Inc.	93132 rotor asy, brake kit	Paid by Check # 352795	7/13/2016		8/22/2016	155.74 Sheriff
1370 Zimmerman Ford, Inc.	93165 brake kits, rotor asy's	Paid by Check # 352795	7/14/2016		8/22/2016	521.24 Sheriff
1370 Zimmerman Ford, Inc.	93282 control, 19980, K-105	Paid by Check # 352795 Paid by Check # 352795	7/18/2016		8/22/2016	89.86 Sheriff
1370 Zimmerman Ford, Inc. 1370 Zimmerman Ford, Inc.						
	93576 wire asy, K-51	Paid by Check # 352795	7/27/2016		8/22/2016	14.72 Sheriff
1370 Zimmerman Ford, Inc.	93577 slb wire asy, K-55	Paid by Check # 352795	7/27/2016		8/22/2016	45.44 Sheriff
1370 Zimmerman Ford, Inc.	93651 brake kit, rotor asy	Paid by Check # 352795	7/29/2016		8/22/2016	680.60 Sheriff
1370 Zimmerman Ford, Inc.	93667 blade asy	Paid by Check # 352795	7/29/2016		8/22/2016	250.00 Sheriff
1370 Zimmerman Ford, Inc.	93723 sensor asy, K-118	Paid by Check # 352795		8/10/2016		12.66 Sheriff
1370 Zimmerman Ford, Inc.	93759 gaskets, nuts, wire asy, K-77	Paid by Check # 352795		8/10/2016		70.56 Sheriff
1370 Zimmerman Ford, Inc.	93805 sender and pu, K-100	Paid by Check # 352795		8/10/2016		326.96 Sheriff
1370 Zimmerman Ford, Inc.	32508 M191193 HB VEHICLE REPAIR	Paid by Check # 352795	7/22/2016	8/4/2016	8/22/2016	172.50 Court Services
1370 Zimmerman Ford, Inc.	93761 K1 Sensor assy	Paid by Check # 352795		8/8/2016		111.45 Transportation
1376 Software Support Systems Inc.	23068 HMIS July 2016 Services	Paid by EFT # 36105	8/5/2016	8/12/2016	8/22/2016	4,097.50 Development
1390 Menards, Inc.	32955 SHOP PARTS	Paid by EFT # 36054	8/2/2016	8/10/2016	8/22/2016	28.85 Building Management
1390 Menards, Inc.	32979 SHOP PARTS	Paid by EFT # 36054	8/2/2016	8/10/2016	8/22/2016	9.99 Building Management
1390 Menards, Inc.	32952 SHOP PARTS	Paid by EFT # 36054		8/10/2016		22.97 Building Management
1390 Menards, Inc.	32428 JAJITORIAL SUPPLIES	Paid by EFT # 36054		8/10/2016		45.50 Building Management
1390 Menards, Inc.	32009 SHOP PARTS	Paid by EFT # 36054		8/10/2016		98.33 Building Management
1390 Menards, Inc.	33280 SHOP PARTS	Paid by EFT # 36054		8/10/2016		15.95 Building Management
1000 menurus, me.					8/22/2010	23.94 Building Management
1390 Menards, Inc.	33262 SHOP PARTS	Paid by EFT # 36054				

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	CLAIMS PAID REPORT				DAVATAL	INVOICE
VENDOR JUMBER VENDOR	INVOICE DESCRIPTION	STATUS	INVOICE DATE	GL DATE	PAYMENT DATE	INVOICE AMOUNT DEPARTMENT
1390 Menards. Inc.	33128 RETURN	Paid by EFT # 36054		8/10/2016	8/22/2016	-32.97 Building Management
1390 Menards, Inc.	33023 SHOP TOOLS	Paid by EFT # 36054		8/10/2016		49.99 Building Management
1390 Menards, Inc.	CR18326 OVERPAYMENT 18326 PAID TWICE	Paid by EFT # 36054		8/10/2016		-71.44 Building Management
1390 Menards, Inc.	33633 bldg a parts	Paid by EFT # 36054		8/10/2016		55.52 Building Management
1390 Menards, Inc.	33697 BLDG A PARTS	Paid by EFT # 36054		8/10/2016		3.39 Building Management
1390 Menards, Inc.	32969 JC PARTS	Paid by EFT # 36054		8/10/2016		38.06 Building Management
1390 Menards, Inc.	33038 KBC PARTS	Paid by EFT # 36054		8/10/2016		32.97 Building Management
1390 Menards, Inc.	32953 1240 PARTS	Paid by EFT # 36054		8/10/2016		137.82 Building Management
1390 Menards, Inc.	32598 1240 PARTS	Paid by EFT # 36054	7/29/2016	8/10/2016	8/22/2016	11.06 Building Management
1390 Menards, Inc.	32522 1240 PARTS	Paid by EFT # 36054	7/28/2016	8/10/2016	8/22/2016	24.27 Building Management
1390 Menards, Inc.	32509 1240 PARTS	Paid by EFT # 36054	7/28/2016	8/10/2016	8/22/2016	86.05 Building Management
1390 Menards, Inc.	32419 1240 PARTS	Paid by EFT # 36054	7/27/2016	8/10/2016	8/22/2016	9.80 Building Management
1390 Menards, Inc.	32417 1240 PARTS	Paid by EFT # 36054	7/27/2016	8/10/2016	8/22/2016	78.34 Building Management
1390 Menards, Inc.	33123 1240 PARTS	Paid by EFT # 36054	8/4/2016	8/10/2016	8/22/2016	12.82 Building Management
1390 Menards, Inc.	33130 1240 PARTS	Paid by EFT # 36054	8/4/2016	8/10/2016	8/22/2016	17.73 Building Management
1390 Menards, Inc.	33147 1240 PARTS	Paid by EFT # 36054	8/4/2016	8/10/2016	8/22/2016	16.07 Building Management
1390 Menards, Inc.	33584 16 1240 PARTS	Paid by EFT # 36054	8/9/2016	8/10/2016	8/22/2016	29.94 Building Management
1390 Menards, Inc.	33602 1240 PARTS	Paid by EFT # 36054	8/9/2016	8/10/2016	8/22/2016	86.88 Building Management
1390 Menards, Inc.	33717 1240 PARTS	Paid by EFT # 36054	8/10/2016	8/10/2016	8/22/2016	61.86 Building Management
1390 Menards, Inc.	33727 1330 PARTS	Paid by EFT # 36054	8/10/2016	8/10/2016	8/22/2016	13.77 Building Management
1390 Menards, Inc.	32436 1240 PARTS	Paid by EFT # 36054	7/27/2016	8/10/2016	8/22/2016	58.33 Building Management
1390 Menards, Inc.	33597 OCH PARTS	Paid by EFT # 36054	8/9/2016	8/10/2016	8/22/2016	49.00 Building Management
1390 Menards, Inc.	33074 16 JC PARTS	Paid by EFT # 36054	8/3/2016	8/10/2016	8/22/2016	47.45 Building Management
1390 Menards, Inc.	33146 JAIL PARTS	Paid by EFT # 36054	8/4/2016	8/10/2016	8/22/2016	63.11 Building Management
1390 Menards, Inc.	32948 XX0451 Wastebasket, insect killer, spade, gallery mat, trash bag	Paid by EFT # 36054	8/2/2016		8/22/2016	138.19 Transportation
1390 Menards, Inc.	3813 0351 Concrete mix	Paid by Check # 352721	7/25/2016		8/22/2016	196.56 Transportation
1391 Fox Valley Fire & Safety Co	IN00019207 JAIL ER SERIVE CALL DRY VALVE TRIPPED IN ALARM	Paid by EFT # 35983	7/23/2016	8/9/2016	8/22/2016	496.00 Building Management
1406 Hoag Communications	812016 Health - Website Updates	Paid by EFT # 36006	8/1/2016		8/22/2016	20.00 Health
1406 Hoag Communications	812016 Health - Website Updates	Paid by EFT # 36006	8/1/2016		8/22/2016	840.00 Health
1410 Thompson Auto Supply Inc	479-334378 suction gun, serpentine belt, belt tensioner, K-7	Paid by Check # 352771	7/21/2016		8/22/2016	86.17 Sheriff
1410 Thompson Auto Supply Inc	479-334661 lube element, K-197	Paid by Check # 352771	7/26/2016		8/22/2016	4.83 Sheriff
1410 Thompson Auto Supply Inc	479-334042 butt connector	Paid by Check # 352771		8/10/2016		4.09 Sheriff
1410 Thompson Auto Supply Inc	479-335202 mnfld stud kit, K-77	Paid by Check # 352771		8/10/2016		5.09 Sheriff
1411 MNJ Technologies Direct Inc	3478168 INV #0003478168 Wireless Printers-Brother and Zebra - Sheriff	Paid by Check # 352724		8/10/2016		418.65 Other- Countywide Expens
1423 Q Center. LLC	1786 Kane County Leaders Summit Dev Dept charge	Paid by EFT # 36084		7/26/2016		3,024.85 Transportation
1423 Q Center. LLC	1786 Kane County Leaders Summit Dev Dept charge	Paid by EFT # 36084		7/26/2016		3,024.85 Health
1423 Q Center. LLC	1786 Kane County Leaders Summit Dev Dept charge	Paid by EFT # 36084		7/26/2016		19,500.00 Development
1428 Maria R Rodriguez	15-16 spanish interp 8-1-15-16	Paid by EFT # 36093		8/16/2016		1,246.00 Judiciary and Courts
1435 Aramark	200526800-000067 inmate food	Paid by Check # 352568	6/29/2016		8/22/2016	13,655.42 Sheriff
1435 Aramark	200526800-000069 inmate food	Paid by Check # 352568	7/13/2016		8/22/2016	13,022.33 Sheriff
1435 Aramark	200526800-000070 inmate food	Paid by Check # 352568	7/20/2016		8/22/2016	13,165.54 Sheriff
1435 Aramark	200526800-000072 inmate food	Paid by Check # 352568	8/3/2016		8/22/2016	13,940.79 Sheriff
1447 Maria A. Castillo	318-16 Spanish interp 8-1-15-16	Paid by Check # 352595		8/16/2016		672.00 Judiciary and Courts
1451 Buck Brothers Inc	92416 782 Clutch Plate W/FTG 6.25 OD	Paid by Check # 352587	7/27/2016		8/22/2016	207.35 Transportation
1451 Buck Brothers Inc	94163 782 R502814 Gasket	Paid by Check # 352587		8/11/2016		1.99 Transportation
1451 Buck Brothers Inc 1454 Dreyer Medical Clinic	94767 782 AR64422 Turn signal Aug 2016-H Health - Dr. Huston -TB	Paid by Check # 352587	8/9/2016 8/1/2016	8/11/2016		60.70 Transportation 2,000.00 Health
1454 Dreyer Medical Clinic 1457 FedEx	5-493-99586 40719 SHERIFF OVERNIGHT	Paid by EFT # 35964 Paid by Check # 352646	7/27/2016	8/9/2016	8/22/2016 8/22/2016	287.96 Other- Countywide Expension
1457 FedEx	5-496-53945 COUNTY CLERK OVERNIGH	,	7/27/2016		8/22/2016	1,325.92 Other- Countywide Expens
1457 FedEx	5-496-98712 SAO OVERNIGHT	Paid by Check # 352646 Paid by Check # 352646	7/27/2016	8/9/2016	8/22/2010	260.03 Other- Countywide Expension
1457 FedEx	5-493-31344 KCDEE & ENVIR OVERNIGHT	Paid by Check # 352646	7/27/2016		8/22/2010	102.91 Other- Countywide Expens
1457 FedEx	5-493-31345 51890 OVERNIGHT	Paid by Check # 352646	7/27/2016		8/22/2010	668.31 Other- Countywide Expension
1479 Valley Lock Company Inc	59361 shop keys JULY-3.30 TAX	Paid by Check # 352040 Paid by Check # 352785	7/6/2016		8/22/2010	41.20 Building Management
1496 Steiner Electric Co Inc	S005456755.001 SHOP PARTS	Paid by EFT # 36115	8/5/2016		8/22/2010	35.60 Building Management
1496 Steiner Electric Co Inc	S005450735.001 SHOP PARTS	Paid by EFT # 36115	8/1/2016		8/22/2010	81.30 Building Management
1500 GHA Technologies Inc	9872432 Printers	Paid by EFT # 35992	7/18/2016		8/22/2016	6,607.20 County Clerk
1500 GHA Technologies Inc	9874315 Election supplies-Zebra Technologies	Paid by EFT # 35992	7/26/2016		8/22/2010	7,760.40 County Clerk
1520 LRD Systems & Forms	35730 CIC PRINTING NCR	Paid by Check # 352714	8/1/2016		8/22/2016	1,268.50 Building Management
1520 LRD Systems & Forms	35750 CIC FRINTING NCK 35702 SUGAR GROVE ASSESSMENTS	Paid by Check # 352714 Paid by Check # 352714	7/20/2016		8/22/2010	227.43 Other- Countywide Expen
1520 LRD Systems & Forms	35702 SUGAR GROVE ASSESSMENTS	Paid by Check # 352714 Paid by Check # 352714	7/20/2016		8/22/2016	140.91 Other- Countywide Expension
1520 LRD Systems & Forms	35701 ELGINASSESSMENTS 35703 ST CHARLES ASSESSMENTS	Paid by Check # 352714 Paid by Check # 352714	7/20/2010		8/22/2010	1,523.92 Other- Countywide Expension
1520 LRD Systems & Forms	35722 KANEVILLE ASSESSMENTS	Paid by Check # 352714 Paid by Check # 352714	8/1/2016		8/22/2016	50.18 Other- Countywide Expens
1020 End bystems & rollins		1 did by clicck # 352/14	0/ 1/ 2010	0/ 5/ 2010	5/22/2010	Solid Other-Countywhile Exp

	CLAIMS PAID REPORT					
IDOR			INVOICE		PAYMENT	INVOICE
MBER VENDOR	INVOICE DESCRIPTION	STATUS	DATE	GL DATE	DATE	AMOUNT DEPARTMENT
1520 LRD Systems & Forms	35720 GENEVA ASSESSMENTS	Paid by Check # 352714	8/1/2016	8/9/2016	8/22/2016	119.25 Other- Countywide Expenses
1520 LRD Systems & Forms	35721 BLACKBERRY ASSESSMENTS	Paid by Check # 352714	8/1/2016	8/9/2016	8/22/2016	564.67 Other- Countywide Expenses
1520 LRD Systems & Forms	35723 AURORA ASSESSMENTS	Paid by Check # 352714	8/1/2016	8/9/2016	8/22/2016	3,320.32 Other- Countywide Expenses
1553 Vulcan Materials Co	31220639 70680-141708 CM-06 Stone	Paid by Check # 352787	8/9/2016	8/10/2016	8/22/2016	333.82 Transportation
1553 Vulcan Materials Co	31220640 70680-141708 CA-Chips	Paid by Check # 352787	8/9/2016	8/10/2016		653.64 Transportation
558 Sherwin Williams	9149-1 1240 PAINT	Paid by Check # 352758	8/1/2016	8/9/2016		46.90 Building Management
1558 Sherwin Williams	8753-1 1240 PAINT	Paid by Check # 352758	7/25/2016	8/9/2016	8/22/2016	48.98 Building Management
1558 Sherwin Williams	9304-2 1240 PAINT	Paid by Check # 352758	8/3/2016	8/9/2016	8/22/2016	20.39 Building Management
1558 Sherwin Williams	0897-7 OCH PAINT	Paid by Check # 352758	8/10/2016	8/9/2016	8/22/2016	10.70 Building Management
1561 Midwest Environmental Consulting Services, Inc.	16-621 Health - Lead Testing	Paid by EFT # 36055	7/28/2016	8/4/2016		475.00 Health
1561 Midwest Environmental Consulting Services, Inc.	16-591 Health - Lead Testing	Paid by EFT # 36055	7/18/2016	8/4/2016		125.00 Health
1561 Midwest Environmental Consulting Services, Inc.	16-592 Health - Lead Testing	Paid by EFT # 36055	7/18/2016	8/4/2016	8/22/2016	350.00 Health
1563 Firestone Tire & Service Center	261044 M191192 SPS INSP PASS FRONT WINDOW, ALIGNMENTS, REMOVE&REPLACE	Paid by Check # 352651	7/28/2016	8/4/2016	8/22/2016	367.07 Court Services
563 Firestone Tire & Service Center	261262 M183232 EM MINI BULB REPL	Paid by Check # 352651	8/4/2016	8/11/2016	8/22/2016	13.79 Court Services
63 Firestone Tire & Service Center	260778 M187197 JV ALIGNMENTS, FLAT REPAIR	Paid by Check # 352651	7/19/2016	8/11/2016		26.08 Court Services
563 Firestone Tire & Service Center	261198 M46823 JJC OIL CHANGE, TIRE ROT, MINI BULB REPL	Paid by Check # 352651	8/1/2016	8/11/2016		72.97 Court Services
563 Firestone Tire & Service Center	261179 M98301 JJC OIL CHANGE, TIRE ROT	Paid by Check # 352651	8/1/2016	8/11/2016		62.98 Court Services
68 Kathleen LeComte	72916	Paid by Check # 352708	7/29/2016	8/9/2016		33.00 State's Attorney
77 Paul Guistolise MS	72616 Consulting 07/26/16	Paid by Check # 352663	7/26/2016	7/26/2016	8/22/2016	300.00 Court Services
577 Paul Guistolise MS	80216 Consulting 08/02/2016	Paid by Check # 352663	8/2/2016	7/26/2016		300.00 Court Services
595 Abel Screening Inc	2104269 Client # 806480	Paid by EFT # 35914	7/1/2016	8/8/2016		79.00 Court Services
595 Abel Screening Inc	2104268 Client 806474	Paid by EFT # 35914	7/8/2016	8/8/2016		79.00 Court Services
595 Abel Screening Inc	2104270 ABEL Client 806481	Paid by EFT # 35914	7/13/2016	8/8/2016		79.00 Court Services
595 Abel Screening Inc	2104271 Client 806482	Paid by EFT # 35914	7/18/2016	8/8/2016	8/22/2016	79.00 Court Services
595 Abel Screening Inc	2104272 Client 806483	Paid by EFT # 35914	7/20/2016	8/8/2016		79.00 Court Services
96 Office Depot Inc	8.51739E+11 markers, pens, clips, rubberbands, index cards	Paid by Check # 352731	7/19/2016	8/9/2016		153.91 Sheriff
00 Aurora Laundry Co Inc DBA Valley Linen Supply Inc	10140 Linen service	Paid by EFT # 35924	7/19/2016	8/11/2016		30.15 Coroner
00 Aurora Laundry Co Inc DBA Valley Linen Supply Inc	10975 Linen service	Paid by EFT # 35924	7/26/2016	8/11/2016		19.25 Coroner
01 Prime Tack & Seal Co	49963 KAN250 HFE-90 Patching Mix	Paid by EFT # 36079	7/25/2016	8/8/2016	8/22/2016	676.70 Transportation
01 Prime Tack & Seal Co	50026 KAN250 HFE-90 Patching Mix	Paid by EFT # 36079	7/27/2016	8/8/2016		623.10 Transportation
01 Prime Tack & Seal Co	50164 Kan250 HFE-90 Patching Mix	Paid by EFT # 36079	8/3/2016	8/10/2016		686.75 Transportation
02 Language Line Services	3862445 interp services 6-2-30-16 Acct # 9020594118	Paid by Check # 352706	6/30/2016	8/3/2016	8/22/2016	117.38 Judiciary and Courts
602 Language Line Services	3882016 interp service 7-7-29-16 Acct # 9020594118	Paid by Check # 352706	7/31/2016	8/10/2016	8/22/2016	41.07 Judiciary and Courts
09 Aurora University	361396 Bush 3582 15-03 &15-04	Paid by Check # 352572	7/22/2016	8/12/2016	8/22/2016	4,134.40 TAA 14
531 Resource Management Associates	16080/1 testing	Paid by Check # 352751	8/8/2016	8/9/2016		3,190.00 Merit Commission
646 Siemens Industry Inc	5444097651 Inv#5444097651 dated 04/28/2016 - Maintenance 5002770072	Paid by EFT # 36102	4/28/2016	8/12/2016		1,122.03 Kane Comm
646 Siemens Industry Inc	5444215737 JC INSTALL & PROGRAM SMOKE DETECTORS	Paid by EFT # 36102	7/29/2016	8/9/2016		2,563.00 Building Management
648 Transystems Corporation	3-2995637 15-00277-01-BR; DaubRt30Granart.P1 05/28/16-06/24/16	Paid by Check # 352777	7/1/2016	8/8/2016		41,708.39 Transportation
554 Northern Contracting, Inc.	6478 Guardrail Repair	Paid by EFT # 36064	8/1/2016	8/5/2016		1,722.70 Human Resource Management
655 Illinois Institute for Continuing Legal Education	SI286871 Municipal Law SEries: Annexation	Paid by Check # 352684	5/16/2016	8/1/2016		119.25 Law Library
655 Illinois Institute for Continuing Legal Education	SI292258 Special-Needs Trusts 2016	Paid by Check # 352684	6/27/2016	8/1/2016		126.75 Law Library
655 Illinois Institute for Continuing Legal Education	SI292624 Real Estate Litigation 2016	Paid by Check # 352684	6/29/2016	8/1/2016		126.75 Law Library
662 Lowes	902343 2016 SHOP PARTS	Paid by Check # 352713	5/17/2016		8/22/2016	94.99 Building Management
662 Lowes	901785 COUNTY CLERK	Paid by Check # 352713	6/21/2016	8/9/2016		134.11 Building Management
662 Lowes	902234 16 JC PARTS	Paid by Check # 352713	6/10/2016	8/9/2016		13.63 Building Management
662 Lowes	911969 JC PARTS	Paid by Check # 352713	6/1/2016	8/9/2016		49.37 Building Management
662 Lowes	909912 JC PARTS	Paid by Check # 352713	7/21/2016	8/9/2016		13.46 Building Management
662 Lowes	911662 JJC PARTS	Paid by Check # 352713	5/19/2016		8/22/2016	50.27 Building Management
662 Lowes	902889 16 JJC PARTS	Paid by Check # 352713	8/5/2016	8/9/2016		1.98 Building Management
662 Lowes	902600 JJC PARTS	Paid by Check # 352713	8/3/2016	8/9/2016	8/22/2016	37.44 Building Management
662 Lowes	902112 2016 CIC PARTS	Paid by Check # 352713	5/16/2016	8/9/2016		29.48 Building Management
.662 Lowes	910961 KBC PARTS	Paid by Check # 352713	7/25/2016	8/9/2016		6.09 Building Management
662 Lowes	902704 KBC PARTS	Paid by Check # 352713	8/4/2016		8/22/2016	9.79 Building Management
667 Debra P Hogan	72616	Paid by Check # 352668	7/26/2016	8/9/2016		347.75 State's Attorney
667 Debra P Hogan	80116	Paid by Check # 352668	8/1/2016	8/9/2016	8/22/2016	513.00 State's Attorney
694 Jill A. Kobald	14 CF 1230/1755 transcript 14CF1230 & 1755	Paid by EFT # 36033	8/5/2016	8/10/2016		12.00 Judiciary and Courts
1695 Kane County Bar Assn	80216 KCB TMH annl dues 7/1/16-6/30/17	Paid by Check # 352695	8/2/2016	8/3/2016		135.00 Circuit Clerk
695 Kane County Bar Assn	16/17 DUES KANE COUNTY SAO DUES	Paid by Check # 352696	8/9/2016		8/22/2016	2,430.00 State's Attorney
695 Kane County Bar Assn	16/17 DUES KANE COUNTY SAO DUES	Paid by Check # 352696	8/9/2016		8/22/2016	270.00 State's Attorney
695 Kane County Bar Assn	16/17 DUES KANE COUNTY SAO DUES	Paid by Check # 352606	8/0/2016	8/0/2016	8/22/2016	172 50 State's Attorney

16/17 DUES KANE COUNTY SAO DUES

16/17 DUES KANE COUNTY SAO DUES

16/17 DUES KANE COUNTY SAO DUES

1695 Kane County Bar Assn

1695 Kane County Bar Assn

1695 Kane County Bar Assn

367.07 Court Services 13.79 Court Services 26.08 Court Services 72.97 Court Services 62.98 Court Services 33.00 State's Attorney 300.00 Court Services 300.00 Court Services 79.00 Court Services 153.91 Sheriff 30.15 Coroner 19.25 Coroner 676.70 Transportation 623.10 Transportation 686.75 Transportation 117.38 Judiciary and Courts 41.07 Judiciary and Courts 4,134.40 TAA 14 3,190.00 Merit Commission 1,122.03 Kane Comm 2,563.00 Building Management 11,708.39 Transportation 1,722.70 Human Resource Management 119.25 Law Library 126.75 Law Library 126.75 Law Library 94.99 Building Management 134.11 Building Management 13.63 Building Management 49.37 Building Management 13.46 Building Management 50.27 Building Management 1.98 Building Management 37.44 Building Management 29.48 Building Management 6.09 Building Management 9.79 Building Management 347.75 State's Attorney 513.00 State's Attorney 12.00 Judiciary and Courts 135.00 Circuit Clerk 2,430.00 State's Attorney 270.00 State's Attorney 472.50 State's Attorney 202.50 State's Attorney 270.00 State's Attorney

Paid by Check # 352696

Paid by Check # 352696

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8/9/2016

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8/9/2016 8/22/2016

8/9/2016 8/22/2016

8/9/2016 8/9/2016 8/22/2016

	CLAIMS PAID REPORT					
NDOR			INVOICE		PAYMENT	INVOICE
IMBER VENDOR	INVOICE DESCRIPTION	STATUS	DATE	GL DATE	DATE	AMOUNT DEPARTMENT
1695 Kane County Bar Assn	25983 Kane County Bar Asso. Dues 8/1616 to 8/16 17 P. Defender Off	Paid by Check # 352695	8/12/2016	8/15/2016		2,835.00 Public Defender
1711 BLR (Thompson Information Services)	17664796-B2 ADA COMPLIANCE GUIDE	Paid by Check # 352581	7/22/2016	8/8/2016		536.99 State's Attorney
1712 The Sotos Law Firm, P.C	11003-4033/4173 16CV2238	Paid by Check # 352770	6/30/2016		8/22/2016	7,826.00 State's Attorney
1712 The Sotos Law Firm, P.C	11003-4034/4174 16CV2220	Paid by Check # 352770	6/30/2016	8/8/2016		7,438.14 State's Attorney
1712 The Sotos Law Firm, P.C	11003-4032/4172 16CV2237	Paid by Check # 352770	6/30/2016	8/8/2016	8/22/2016	7,571.50 State's Attorney
1712 The Sotos Law Firm, P.C	11003-4034/4181 16C2220	Paid by Check # 352770	7/31/2016	8/11/2016	8/22/2016	6,047.24 State's Attorney
1712 The Sotos Law Firm, P.C	11003-4033/4180 16CV2238	Paid by Check # 352770	7/31/2016	8/11/2016	8/22/2016	4,410.50 State's Attorney
1712 The Sotos Law Firm, P.C	11003-4032/4179 16CV2237	Paid by Check # 352770	7/31/2016	8/11/2016	8/22/2016	6,252.51 State's Attorney
1730 Ed's Cornwell Tools	4274943 KaneDOT Tools	Paid by Check # 352641	7/27/2016	8/5/2016	8/22/2016	31.95 Transportation
1738 Tyler Medical Services, S.C.	378661 Random drug testing monthly program	Paid by Check # 352779	8/1/2016	8/11/2016	8/22/2016	305.00 Transportation
1799 Black Gold Septic Inc	11199 JJC GREASE TRAP	Paid by Check # 352578	8/2/2016	8/9/2016	8/22/2016	180.00 Building Management
1799 Black Gold Septic Inc	11198 JAIL GREASE TRAP	Paid by Check # 352578	8/2/2016	8/9/2016	8/22/2016	400.00 Building Management
1803 Undertakers Supply Corp	36286 Gloves	Paid by Check # 352780	7/13/2016		8/22/2016	764.81 Coroner
1820 Bytronics Inc	18887 Julie Field Locate Application DigTrack tickets July 2016	Paid by EFT # 35943	8/2/2016		8/22/2016	176.00 Transportation
1832 Data Clean Corporation	83794 Inv#0083794 dated 4/27/2016 - Bimonthly Cleaning 04/25/2016	Paid by EFT # 35960		8/12/2016		610.00 Kane Comm
1832 Data Clean Corporation	84640 Inv#0084640 dated 06/28/2016 - Bimonthly Cleaning 06/27/2016	Paid by EFT # 35960		8/12/2016		610.00 Kane Comm
1849 Batavia Instant Print Inc	20160580 CIC 4 PARTS FORMS	Paid by EFT # 35927	8/8/2016		8/22/2016	373.95 Building Management
1849 Batavia Instant Print Inc	20160586 SAO FORMS	Paid by EFT # 35927	8/9/2016		8/22/2016	335.26 Building Management
1849 Batavia Instant Print Inc	20160598 Early Voting Posters	Paid by EFT # 35927	8/12/2016			365.00 County Clerk
	20160598 Early voting Posters 098228-1673 Annual membership dues Schoedel 10/01/16-09/30/17	Paid by EFT # 35927 Paid by Check # 352567	7/28/2016		8/22/2016 8/22/2016	475.00 County Clerk 475.00 Transportation
1850 American Planning Association	· · · · · ·					-
1850 American Planning Association	319532 Toth Membership renewal 2016	Paid by Check # 352567		8/10/2016		238.00 Development
1859 Airgas North Central, Inc.	9053960316 2051037 Welding supplies	Paid by EFT # 35917		8/10/2016		309.29 Transportation
1859 Airgas North Central, Inc.	9937777883 2051037 Welding small oxygen tank rental	Paid by EFT # 35917		8/11/2016		31.12 Transportation
1891 National Child Support Enforcement Assn (NCSEA)	22442110-10822 #10822 KANE COUNTY STATES ATTORNEY 7/1/16-6/30/17	Paid by Check # 352726	4/1/2016	8/8/2016		315.00 State's Attorney
1896 Imaging Office Systems Inc	CONT013111 microfilm annl contract 10/17/16-10/16/17	Paid by Check # 352687	7/26/2016		8/22/2016	695.00 Circuit Clerk
1896 Imaging Office Systems Inc	INV106950 INV106950 Canon DR-M1060 Scanner - Water Resources	Paid by Check # 352687	7/22/2016		8/22/2016	1,389.00 Other- Countywide Expen
1933 Pomps Tire Service Inc	640043889 tires for squads	Paid by EFT # 36076	8/3/2016	8/10/2016	8/22/2016	2,681.49 Sheriff
1933 Pomps Tire Service Inc	640043623 5841170 Rear tires for New Holland tractors	Paid by EFT # 36076	7/27/2016	8/8/2016	8/22/2016	2,348.16 Transportation
1940 Comcast Cable	0610153906-08/16 Service from 8/20-09/19/16 Acct # 8771 20 061 0153906	Paid by Check # 352617	8/13/2016	8/12/2016	8/22/2016	328.15 Operating Pool
2006 Uline	78942801 3778437 4 OZ PLASTIC VIALS	Paid by EFT # 36127	7/29/2016	8/11/2016	8/22/2016	45.67 Court Services
2008 Margaret E Steinberg	72816	Paid by EFT # 36114	7/28/2016	8/9/2016	8/22/2016	8.00 State's Attorney
2008 Margaret E Steinberg	80416	Paid by EFT # 36114	8/4/2016	8/9/2016	8/22/2016	458.25 State's Attorney
2016 IL Assn of County Engineers	080416CS IACE 102nd Annual Fall Meeting Registration 9/28-30/16	Paid by Check # 352676	8/4/2016	8/4/2016	8/22/2016	100.00 Transportation
2019 Dana D. Bollman	72516	Paid by EFT # 35934	7/25/2016		8/22/2016	1,053.00 State's Attorney
2019 Dana D. Bollman	80816	Paid by EFT # 35934	8/8/2016		8/22/2016	42.00 State's Attorney
2022 Jeanine Fassnacht	01 CF 1755 transcript 01CF1755	Paid by Check # 352645	8/1/2016		8/22/2016	123.00 Judiciary and Courts
2022 Jeanine Fassnacht	80816	Paid by Check # 352645	8/8/2016		8/22/2016	69.00 State's Attorney
2023 Jill E Gasparaitis	80116	Paid by EFT # 35990	8/1/2016		8/22/2016	84.00 State's Attorney
-	71816	Paid by Check # 352591			8/22/2016	-
2025 Mariann L Busch			7/18/2016			396.50 State's Attorney
2025 Mariann L Busch	80216	Paid by Check # 352591	8/2/2016		8/22/2016	45.00 State's Attorney
2025 Mariann L Busch	80416	Paid by Check # 352591	8/4/2016		8/22/2016	147.00 State's Attorney
2038 Defin.Net Solutions Inc	6526 INV #6526 Block of Hours RES #15-235	Paid by EFT # 35963	8/8/2016		8/22/2016	30,000.00 Other- Countywide Expen
2111 Debra DK. Schweer	14 CF 1230 transcript 14CF1230	Paid by EFT # 36098	8/2/2016	8/3/2016		12.00 Judiciary and Courts
2120 Ray O'Herron Co., Inc.	1608138-IN belt	Paid by EFT # 36086	2/8/2016		8/22/2016	68.99 Sheriff
2144 Randall SelfStorage	246647 Health - Inventory Storage -CRI	Paid by Check # 352745	8/9/2016		8/22/2016	1,764.00 Health
2144 Randall SelfStorage	246646 Health - Inventory Storage -CRI	Paid by Check # 352745	8/9/2016	8/11/2016	8/22/2016	2,064.00 Health
2179 Pittsburgh Paints (PPG Architectural Finishes LLC)	9.47203E+11 1240 PAINT	Paid by EFT # 36075	7/20/2016	8/9/2016	8/22/2016	13.95 Building Management
2179 Pittsburgh Paints (PPG Architectural Finishes LLC)	9.47203E+11 1330 PAINT	Paid by EFT # 36075	7/27/2016	8/9/2016	8/22/2016	10.70 Building Management
2179 Pittsburgh Paints (PPG Architectural Finishes LLC)	9.47203E+11 1240 PAINT	Paid by EFT # 36075	8/1/2016	8/9/2016	8/22/2016	35.73 Building Management
2185 NexusOnarga Academy (Indian Oaks Acedemy)	160758 ONARGA JUL16 R/B 07/01-07/31/16	Paid by EFT # 36062	8/3/2016	8/11/2016	8/22/2016	35,970.09 Court Services
2200 De Lage Landen Financial Services, Inc.	51175519 CONTRACT 25329339 CANON 8/1-8/31/16	Paid by EFT # 35961		8/11/2016	8/22/2016	125.00 Judiciary and Courts
2225 Cintas Corporation #344	5005606730 10624140 First aid, safety equipment & supplies	Paid by Check # 352602	7/27/2016		8/22/2016	355.90 Transportation
2253 Nicor Gas	3814320-07/16 36-44-94-1000 4; 40W969 Burlington 06/23/16-07/25/16	Paid by Check # 352729	7/25/2016		8/22/2016	39.34 Transportation
2253 Nicor Gas	3.46916E+13 Service - 6/24-7/26/16 - Acct # 03-46-91-6185 9	Paid by Check # 352730		8/12/2016		23.92 Operating Pool
2291 Chicago Office Technology Group (COTG)	IN564269 6/21-7/20 CLIC	Paid by EFT # 35949	7/21/2016		8/22/2016	141.58 State's Attorney
2291 Chicago Office Technology Group (COTG)	IN586641 acct#KC04:20A054 copier P.Def. Annex 7/7-8/6/16	Paid by EFT # 35949	8/8/2016		8/22/2016	38.37 Public Defender
	8/10/2016 Fall Conf. September 11-12, 2016				8/22/2016	
2297 IL Assn of County Clerks & Recorders (IACCR)		Paid by Check # 352675	8/10/2016			180.00 County Clerk
2298 Mary A Trezzo	13 CF 2274 transcript 13CF2274	Paid by Check # 352778	7/28/2016		8/22/2016	132.00 Judiciary and Courts
2298 Mary A Trezzo	07 MR 477 transcript 07MR477	Paid by Check # 352778	8/1/2016		8/22/2016	80.50 Judiciary and Courts
2298 Mary A Trezzo	14 CF 2024 transcript 14CF2024	Paid by Check # 352778	8/8/2016			177.00 Judiciary and Courts
2298 Mary A Trezzo 2298 Mary A Trezzo 2317 Civic Research Institute, Inc.	14 CF 2024 transcript 14CF2024 80316 2928850-R1 OFFENDER PROGRAMS REPORT	Paid by Check # 352778 Paid by Check # 352778 Paid by EFT # 35952	8/3/2016		8/22/2016	763.75 State's Attorney

#### **CLAIMS PAID REPORT**

	CLAIMS PAID REPORT					
			INVOICE		PAYMENT	
MBER VENDOR	INVOICE DESCRIPTION	STATUS	DATE	GL DATE	DATE	AMOUNT DEPARTMENT
2338 Fox Metro Water Reclamation District	A069800 816 1509400011 1240 HIGHLAND 05/06-07/01/16	Paid by Check # 352657	8/2/2016	8/9/2016		299.20 Building Management
2353 Latino Family Services, P.C.	073116 IV	Paid by EFT # 36041	7/31/2016			200.00 Court Services
2383 Illinois State Bar Association	1972781617 ISBA dues 7/1/16-6/30/17	Paid by Check # 352685	7/25/2016	8/1/2016		55.00 Law Library
2396 Valley Hydraulic Service, Inc.	205143 K0351 Sand Blast rubber washer	Paid by Check # 352784	7/28/2016	8/5/2016		3.64 Transportation
2412 Suburban Tire Company	222963 INV #222963 Tires - 05 Chevy Express	Paid by Check # 352765	7/29/2016	8/9/2016		750.00 Information Technologi
2413 Haiges Machinery, Inc.	ST83260-IN JJC WASHER REPAIR	Paid by EFT # 36001		8/11/2016		95.00 Court Services
2448 Standard Industrial and Automotive Equipment, Inc.	23141 Hi-Quat Cleaning solution	Paid by EFT # 36110	8/4/2016			589.60 Animal Control
2470 Ace HardwareAurora/Batavia	K09448 1240 PARTS	Paid by Check # 352562	7/27/2016		8/22/2016	10.18 Building Management
2470 Ace HardwareAurora/Batavia	K09441 1330 PARTS	Paid by Check # 352562	7/27/2016	8/9/2016		12.58 Building Management
2470 Ace HardwareAurora/Batavia	K09516 1330 PARTS	Paid by Check # 352562	8/1/2016	8/9/2016		4.07 Building Management
2470 Ace HardwareAurora/Batavia	K09469 1240 PARTS	Paid by Check # 352562	7/28/2016		8/22/2016	23.57 Building Management
2471 Vesco Reprographic	R78533 FILE SCANNING INV R78533	Paid by Check # 352786	7/29/2016	8/9/2016		482.80 Development
2477 Camic, Johnson, Ltd	7142016 Administrative Adjudications hearings	Paid by Check # 352592	7/15/2016			400.00 Development
2480 Iron Mountain Information Management, LLC	201038411 INV #201038411 Off-site Data Protection Site 44212.112483 Jul 16	Paid by EFT # 36015	7/31/2016	8/9/2016		476.08 Information Technologi
2484 Everlights, Inc.	0016104-IN JAIL LIGHT RECYCLE	Paid by EFT # 35975	7/25/2016	8/9/2016		287.56 Building Management
2514 PACE Suburban Bus	428119 28650 Ride in Kane (RIK) Program: Kane/Pace/AID-2016	Paid by Check # 352734	5/19/2016	8/8/2016	8/22/2016	115,000.00 Transportation
2520 G.W. Berkheimer Co., Inc.	800109 1240 HVAC	Paid by Check # 352658	8/2/2016	8/9/2016	8/22/2016	13.03 Building Management
2520 G.W. Berkheimer Co., Inc.	803992 1240 PARTS	Paid by Check # 352658	8/8/2016	8/9/2016	8/22/2016	74.87 Building Management
2575 Northern Illinois University	4219 Bryant 3828 16-01 Summer	Paid by EFT # 36065	7/26/2016	8/12/2016	8/22/2016	4,279.50 WIA 15
2575 Northern Illinois University	4220 Laflaura 3827 16-01 Summer	Paid by EFT # 36065	7/26/2016	8/12/2016	8/22/2016	4,000.49 WIA 15
2585 Howard Medical Co	151646 gowns	Paid by Check # 352672	7/8/2016	8/11/2016	8/22/2016	368.54 Coroner
2640 Sparks Engineering Svc/Reprographic	123301 Building Permit Plan copies	Paid by EFT # 36108	7/15/2016	8/10/2016	8/22/2016	11.00 Development
2650 Schulhof Co	2908244 HVAC PARTS	Paid by Check # 352754	7/21/2016	8/9/2016	8/22/2016	88.23 Building Management
2697 Chicago Tribune	2820594 Legal Publication Sugar Grove Township	Paid by Check # 352600	7/1/2016	8/9/2016	8/22/2016	2,064.00 Supervisor of Assessme
2697 Chicago Tribune	2820579 Zoning Petition - legal publications	Paid by Check # 352600	7/31/2016			391.82 Development
2748 Accurate Document Destruction Inc (GROOT)	14331726 Shredding for June Recycling Extravaganza	Paid by EFT # 35915	7/31/2016			2,820.00 Environmental Manage
2756 Hampton Equipment Inc.	71816-3 KaneDOT Safety Switch	Paid by EFT # 36002	7/18/2016			67.16 Transportation
2779 ILLCO INC	1303610 JC PARTS	Paid by Check # 352679	7/22/2016			13.33 Building Management
2779 ILLCO INC	1303611 KBC HVAC	Paid by Check # 352679	7/22/2016		8/22/2016	44.50 Building Management
2787 Aftermath Services, LLC	JC2016-7354 morgue cleaning	Paid by Check # 352565	7/12/2016			122.50 Coroner
2788 Jim Verhaeghe & Sons Landscaping, Inc.	2016-017 KaneDOT July ROW Monthly Mowing 2016	Paid by Check # 352693	7/28/2016			3,400.00 Transportation
2844 Kustom Signals Inc	528563 cable. RPI antenna	Paid by EFT # 36036	6/7/2016	8/9/2016		200.00 Sheriff
2927 Urlaub Bowen & Associates Inc	99073 15C4282	Paid by Check # 352782	5/11/2016		8/22/2010	233.70 State's Attorney
2927 Urlaub Bowen & Associates Inc	99084 15C4282	Paid by Check # 352782	5/11/2016	8/8/2016		55.20 State's Attorney
2927 Urlaub Bowen & Associates Inc	99075 15C4282	Paid by Check # 352782	5/11/2016	8/8/2016		86.60 State's Attorney
2927 Urlaub Bowen & Associates Inc	99078 15C4282	Paid by Check # 352782	5/11/2016		8/22/2010	305.80 State's Attorney
2927 Urlaub Bowen & Associates Inc	99082 15C4282		5/11/2016	8/8/2016		
		Paid by Check # 352782				242.90 State's Attorney
3031 Midwest Veterinary Supply Inc	7405868-000 Frontline Plus/Nobivac	Paid by Check # 352723	8/10/2016			15.80 Animal Control
3031 Midwest Veterinary Supply Inc	7405868-000 Frontline Plus/Nobivac	Paid by Check # 352723	8/10/2016			1,166.10 Animal Control
3044 DuPage Salt Company	20401 Solar salt	Paid by EFT # 35965	8/3/2016			22.83 Animal Control
3060 Grainger Inc	9186102431 JC BALLASTS	Paid by EFT # 35998	8/3/2016	8/9/2016		268.68 Building Management
3060 Grainger Inc	9185884229 JC PARTS	Paid by EFT # 35998	8/3/2016	8/9/2016		251.75 Building Management
3060 Grainger Inc	9186476892 JAIL TOOLS	Paid by EFT # 35998	8/4/2016	8/9/2016		198.52 Building Management
3060 Grainger Inc	9179899043 JAILPARTS	Paid by EFT # 35998	7/28/2016	8/9/2016		202.29 Building Management
3060 Grainger Inc	9180828361 jail drain cleaner	Paid by EFT # 35998	7/28/2016	8/9/2016		34.36 Building Management
3060 Grainger Inc	9180828379 JAIL WASTBASKET	Paid by EFT # 35998	7/28/2016	8/9/2016		99.62 Building Management
3060 Grainger Inc	9180770670 JAIL FIRE EQUIPMENT	Paid by EFT # 35998	7/28/2016	8/9/2016		359.32 Building Management
3060 Grainger Inc	9169471308 JAIL PALLET TRUCK	Paid by EFT # 35998	7/18/2016	8/9/2016		410.43 Building Management
3079 Boys Town (Father Flanagan's)	BTH08012016RTCWe BOYS TOWN JUL16 R/B 07/01-07/31/16	Paid by Check # 352585	8/1/2016			13,888.00 Court Services
3085 Scholastic Inc	T11729875 19 titles for JJC Library	Paid by Check # 352753	4/11/2016	8/1/2016		140.00 Law Library
3137 State of IL Secretary of State	8403036 - 2017 PLATE 8403036 RENEWAL	Paid by Check # 352763	7/31/2016			101.00 State's Attorney
3146 Integrated Court Technologies, Inc.	10238 July CMS support	Paid by EFT # 36013	8/1/2016	8/9/2016	8/22/2016	8,000.00 Circuit Clerk
3146 Integrated Court Technologies, Inc.	10238 July CMS support	Paid by EFT # 36013	8/1/2016	8/9/2016	8/22/2016	8,000.00 Circuit Clerk
3167 Mark Brenzinger, PsyD	72916 Mileage for July 2016	Paid by Check # 352586	7/29/2016	7/29/2016	8/22/2016	12.96 Court Services
3183 HP Products Corporation (PCS)	12752949 Sunbrust Cleaner/Detergent	Paid by EFT # 36007	8/10/2016	8/16/2016	8/22/2016	241.54 Animal Control
3183 HP Products Corporation (PCS)	I2737522 CO26100 Wypalls, paper towels & toilet paper	Paid by EFT # 36007	7/27/2016	8/5/2016	8/22/2016	497.83 Transportation
3187 Wex Fleet Universal (Wright Express FSC)	46151439 retail fuel purchase	Paid by Check # 352789		8/10/2016		10,540.54 Sheriff
3204 Rayco Marking Products	35001 printer stamps	Paid by Check # 352747	7/28/2016	8/5/2016	8/22/2016	119.70 Circuit Clerk
3204 Rayco Marking Products	34981 stamps	Paid by Check # 352747		8/10/2016		245.80 Sheriff
		Paid by Check # 352747		8/10/2016		24.50 Sheriff
3204 Rayco Marking Products	34988 notary stamp, Calic	raiu by Cileck # 552/4/				
3204 Rayco Marking Products 3229 Petty CashSheriff	34988 notary stamp, Cajic 081016a various	Paid by Check # 352747 Paid by Check # 352737			8/22/2016	31.95 Sheriff

	CLAIMS PAID REPORT					
NDOR			INVOICE		PAYMENT	
MBER VENDOR	INVOICE DESCRIPTION	STATUS	DATE	GL DATE	DATE	AMOUNT DEPARTMENT
3229 Petty CashSheriff	81016 various	Paid by Check # 352737	8/10/2016			65.00 Sheriff
3229 Petty CashSheriff	81016 various	Paid by Check # 352737	8/10/2016			5.14 Sheriff
3241 Petty CashState's Attorney	81216 POSTAGE REIMB FOR SAO 08/11/16	Paid by Check # 352738		8/12/2016		114.58 Other- Countywide Expens
3245 Paddock Publications (Daily Herald)	T4446920 ELGIN - ASSESSMENT PUBLICATION	Paid by Check # 352735	8/3/2016		8/22/2016	1,630.10 Supervisor of Assessments
3245 Paddock Publications (Daily Herald)	T4447353 SENIOR CITIZEN FREEZE AVAILABILITY	Paid by Check # 352735	8/3/2016	8/3/2016	8/22/2016	32.20 Supervisor of Assessments
3250 LexisNexis Matthew Bender	83160647 Gitlins IL Family Practice Desktop 2016	Paid by EFT # 36042	5/18/2016	8/1/2016	8/22/2016	611.61 Law Library
3250 LexisNexis Matthew Bender	83160639 IL Criminal & Traffic Law Manual 2016	Paid by EFT # 36042	5/18/2016	8/1/2016	8/22/2016	66.08 Law Library
3250 LexisNexis Matthew Bender	83648844 IL Tort Law #19	Paid by EFT # 36042	6/3/2016	8/1/2016	8/22/2016	205.10 Law Library
3250 LexisNexis Matthew Bender	83714375 IL Forms Jury Instructions rel #25	Paid by EFT # 36042	6/6/2016	8/1/2016	8/22/2016	403.05 Law Library
3250 LexisNexis Matthew Bender	84066733 IL Civil Procedure 2016	Paid by EFT # 36042	6/20/2016	8/1/2016	8/22/2016	245.10 Law Library
3250 LexisNexis Matthew Bender	84392746 IL Workers Comp Law 2016	Paid by EFT # 36042	6/28/2016	8/1/2016	8/22/2016	86.08 Law Library
3274 Village of East Dundee	70216 DUI TASK FORCE GRANT 2016-05 7/2 WEEKEND	Paid by EFT # 36132	7/2/2016	8/8/2016	8/22/2016	366.03
3274 Village of East Dundee	52716 DUI TASK FORCE GRANT 2016-05 5/27 & 30	Paid by EFT # 36132	5/27/2016	8/8/2016	8/22/2016	590.88
3277 University of Illinois Reference Laboratory	26545 Health - Lab Work	Paid by Check # 352781	7/31/2016	8/4/2016	8/22/2016	257.00 Health
3286 ITStability Systems, LLC	2016-130 Monthly system support September 2016	Paid by EFT # 36016	7/1/2016		8/22/2016	22,000.00 Recorder
3286 ITStability Systems, LLC	2016-088 MyDec Integration Project-20% completion	Paid by EFT # 36016	4/28/2016		8/22/2016	5,200.00 Recorder
3286 ITStability Systems, LLC	2016-151 MyDec Integration Project-40% completion	Paid by EFT # 36016	8/1/2016		8/22/2016	5,200.00 Recorder
3286 ITStability Systems, LLC	2016-152 MyDec Integration Project-60% completion	Paid by EFT # 36016	8/1/2016		8/22/2016	5,200.00 Recorder
3305 MultiHealth Systems IncMHS	1862467 LSI-R SDK REPORT USE, LICENSE FEE	Paid by Check # 352725	6/29/2016		8/22/2016	6,140.00 Court Services
3380 City of Batavia		Paid by Check # 352606	7/21/2016		8/22/2010	
-	73835573-07/16 194.048000.00; Fabyan&Raddant, 06/09/16-07/12/16					114.72 Transportation
3380 City of Batavia	113557782-07/16 192.005410.00 Kirk&Hubbard 06/08/16-07/08/16	Paid by Check # 352607	7/21/2016		8/22/2016	70.67 Transportation
3380 City of Batavia	10217845-7/16 194.069300.00; Kirk&Wilson, 06/09/16-07/12/16	Paid by Check # 352608	7/21/2016		8/22/2016	87.74 Transportation
3380 City of Batavia	316075971-0716 392.050025.00; 41824976; Kirk & Pine,	Paid by Check # 352609	7/28/2016		8/22/2016	86.03 Transportation
3446 IL Department of Central Management Services (CMS)	T1644068 T8880254 LEADS June 2016	Paid by Check # 352677	7/21/2016		8/22/2016	506.40 Sheriff
3493 James G Guagliardo	72516 April, May,June	Paid by Check # 352662	7/25/2016	8/8/2016		1,235.00 State's Attorney
3496 Timothy Brown PsyD	72716 7/26/16 HOMICIDE SUPPORT GROUP	Paid by EFT # 35938	7/27/2016		8/22/2016	175.00 State's Attorney
3496 Timothy Brown PsyD	80116 PROFESSIONAL SVCS RENDERED 07/25, 07/27, 07/29/16	Paid by EFT # 35938	8/1/2016	8/4/2016	8/22/2016	1,742.50 Court Services
3496 Timothy Brown PsyD	80816 PROFESSIONAL SVCS 08/01, 08/05/16	Paid by EFT # 35938	8/8/2016	8/11/2016	8/22/2016	1,445.00 Court Services
3496 Timothy Brown PsyD	80816 PROFESSIONAL SVCS 08/01, 08/05/16	Paid by EFT # 35938	8/8/2016	8/11/2016	8/22/2016	0.00 Court Services
3502 Wm F Meyer Co	S3119802.001 JAIL PLUMBING PARTS	Paid by Check # 352791	7/15/2016	8/9/2016	8/22/2016	518.13 Building Management
3521 Ecker Center for Mental Health	1104	Paid by EFT # 35970	7/31/2016	8/4/2016	8/22/2016	1,670.00 Court Services
3540 Petty Cash Supervisor of Assessments	81016 Notary Certificate Filing & Certificate Fee S. Fitzmaurice	Paid by Check # 352736	8/10/2016	8/10/2016	8/22/2016	25.00 Supervisor of Assessments
3574 MailFinance (formerly Neopost Leasing)	N6057361 DS63 Two (2) Station Folder/Inserter 63 mo. lease Cust#417781	Paid by Check # 352717	7/28/2016	8/4/2016	8/22/2016	285.00 Supervisor of Assessments
3578 Warehouse Direct Office Products	3139086-0 OFFICE SUPPLIES	Paid by EFT # 36136	7/26/2016	8/9/2016	8/22/2016	4.68 Building Management
3578 Warehouse Direct Office Products	3146709-0 INV #3146709-0 Office Supplies	Paid by EFT # 36136	8/2/2016	8/9/2016	8/22/2016	53.08 Information Technologies
3578 Warehouse Direct Office Products	3146709-1 INV #3146709-1 Office Supplies	Paid by EFT # 36136	8/3/2016		8/22/2016	2.89 Information Technologies
3578 Warehouse Direct Office Products	3153209-0 INV #3153209-0 Freight	Paid by EFT # 36137	8/8/2016	8/9/2016		4.87 Information Technologies
3578 Warehouse Direct Office Products	31076230 Office Supplies	Paid by EFT # 36137	6/23/2016		8/22/2016	14.91 Human Resource Manager
3578 Warehouse Direct Office Products	3148745-0 Yellow Highlighters	Paid by EFT # 36136	8/3/2016		8/22/2016	5.68 County Auditor
3578 Warehouse Direct Office Products	3145433-0 OFFICE SUPPLIES - AKERLOW - THIRD ST	Paid by EFT # 36137	8/1/2016		8/22/2016	32.82 Judiciary and Courts
3578 Warehouse Direct Office Products	3145433-1 OFFICE SUPPLIES - AKERLOW - THIRD ST	Paid by EFT # 36137	8/2/2016		8/22/2016	9.56 Judiciary and Courts
3578 Warehouse Direct Office Products	3132876-0 labels, dusters, felt tip pens	Paid by EFT # 36137	7/20/2016		8/22/2016	123.95 Circuit Clerk
3578 Warehouse Direct Office Products	3141021-0 expanding wallets	Paid by EFT # 36137	8/3/2016		8/22/2010	3,225.00 Circuit Clerk
3578 Warehouse Direct Office Products						14.45 Circuit Clerk
	3141073-0 pens	Paid by EFT # 36137	7/28/2016		8/22/2016	
3578 Warehouse Direct Office Products	3141073-1 pens	Paid by EFT # 36137	7/29/2016		8/22/2016	28.90 Circuit Clerk
3578 Warehouse Direct Office Products	3120036-0 coin counters	Paid by EFT # 36137	7/8/2016		8/22/2016	726.76 Circuit Clerk
3578 Warehouse Direct Office Products	3136244-0 CD ENVELOPES	Paid by EFT # 36137	8/9/2016		8/22/2016	111.60 State's Attorney
3578 Warehouse Direct Office Products	3141842-0 acct#152121 Pens;calendars;files;markers;corr.tape. Pub.Defender	Paid by EFT # 36137	7/28/2016	8/2/2016		248.64 Public Defender
3578 Warehouse Direct Office Products	3140167-0 acct#152121 Notary Stamp APD Dolak	Paid by EFT # 36137	8/2/2016		8/22/2016	61.86 Public Defender
3578 Warehouse Direct Office Products	3151038-0 GLOVES	Paid by EFT # 36137	8/5/2016	8/12/2016		76.40 Sheriff
3578 Warehouse Direct Office Products			6/28/2016	8/12/2016	8/22/2016	391.67 Kane Comm
3578 Warehouse Direct Office Products	3111191-0 Kane Comm	Paid by EFT # 36136				
5576 Warehouse Direct Office Products		Paid by EFT # 36136 Paid by EFT # 36136	6/17/2016	8/4/2016	8/22/2016	9.02 Court Services
	3111191-0 Kane Comm	,				9.02 Court Services 35.90 Court Services
3578 Warehouse Direct Office Products	3111191-0 Kane Comm 3102067-0 142052 WASTEBASKET	Paid by EFT # 36136	6/17/2016	8/4/2016	8/22/2016	
3578 Warehouse Direct Office Products 3578 Warehouse Direct Office Products 3578 Warehouse Direct Office Products 3578 Warehouse Direct Office Products	3111191-0 Kane Comm 3102067-0 142052 WASTEBASKET 3143901-0 142052 FOLDER MANILLA	Paid by EFT # 36136 Paid by EFT # 36136	6/17/2016 7/29/2016 6/23/2016	8/4/2016 8/4/2016	8/22/2016 8/22/2016	35.90 Court Services
3578 Warehouse Direct Office Products 3578 Warehouse Direct Office Products	3111191-0 Kane Comm 3102067-0 142052 WASTEBASKET 3143901-0 142052 FOLDER MANILLA 3106661-0 142052 CHAIRMAT, GUIDE, METL TAB A-Z	Paid by EFT # 36136 Paid by EFT # 36136 Paid by EFT # 36137 Paid by EFT # 36137	6/17/2016 7/29/2016 6/23/2016 7/27/2016	8/4/2016 8/4/2016 8/11/2016	8/22/2016 8/22/2016 8/22/2016	35.90 Court Services 274.14 Court Services 299.05 Coroner
3578 Warehouse Direct Office Products 3578 Warehouse Direct Office Products 3578 Warehouse Direct Office Products 3578 Warehouse Direct Office Products	3111191-0 Kane Comm 3102067-0 142052 WASTEBASKET 3143901-0 142052 FOLDER MANILLA 3106661-0 142052 CHAIRMAT, GUIDE, METL TAB A-Z 3140325-0 office supplies 3142182-0 ADDRESS LABELS	Paid by EFT # 36136 Paid by EFT # 36136 Paid by EFT # 36137 Paid by EFT # 36137 Paid by EFT # 36137	6/17/2016 7/29/2016 6/23/2016 7/27/2016 7/28/2016	8/4/2016 8/4/2016 8/11/2016 8/11/2016	8/22/2016 8/22/2016 8/22/2016 8/22/2016 8/22/2016	35.90 Court Services 274.14 Court Services 299.05 Coroner 31.98 Coroner
<ul><li>3578 Warehouse Direct Office Products</li><li>3578 Warehouse Direct Office Products</li><li>3578 Warehouse Direct Office Products</li><li>3578 Warehouse Direct Office Products</li><li>3578 Warehouse Direct Office Products</li></ul>	3111191-0 Kane Comm 3102067-0 142052 WASTEBASKET 3143901-0 142052 FOLDER MANILLA 3106661-0 142052 CHAIRMAT, GUIDE, METL TAB A-Z 3140325-0 office supplies 3142182-0 ADDRESS LABELS C3140325-0 Credit	Paid by EFT # 36136 Paid by EFT # 36136 Paid by EFT # 36137 Paid by EFT # 36137 Paid by EFT # 36137 Paid by EFT # 36137	6/17/2016 7/29/2016 6/23/2016 7/27/2016 7/28/2016 7/28/2016	8/4/2016 8/4/2016 8/11/2016 8/11/2016 8/11/2016	8/22/2016 8/22/2016 8/22/2016 8/22/2016 8/22/2016 8/22/2016	35.90 Court Services 274.14 Court Services 299.05 Coroner 31.98 Coroner -59.12 Coroner
<ul> <li>3578 Warehouse Direct Office Products</li> </ul>	3111191-0 Kane Comm 3102067-0 142052 WASTEBASKET 3143901-0 142052 FOLDER MANILLA 3106661-0 142052 CHAIRMAT, GUIDE, METL TAB A-Z 3140325-0 office supplies 3142182-0 ADDRESS LABELS C3140325-0 Credit 3156757-0 Ink cartridge/AA Batteries	Paid by EFT # 36136 Paid by EFT # 36136 Paid by EFT # 36137 Paid by EFT # 36137 Paid by EFT # 36137 Paid by EFT # 36137 Paid by EFT # 36136	6/17/2016 7/29/2016 6/23/2016 7/27/2016 7/28/2016 7/28/2016 8/10/2016	8/4/2016 8/4/2016 8/11/2016 8/11/2016 8/11/2016 8/16/2016	8/22/2016 8/22/2016 8/22/2016 8/22/2016 8/22/2016 8/22/2016 8/22/2016	35.90 Court Services 274.14 Court Services 299.05 Coroner 31.98 Coroner -59.12 Coroner 33.70 Animal Control
<ul> <li>3578 Warehouse Direct Office Products</li> </ul>	311191-0 Kane Comm 3102067-0 142052 WASTEBASKET 3143901-0 142052 FOLDER MANILLA 3106661-0 142052 CHAIRMAT, GUIDE, METL TAB A-Z 3140325-0 office supplies 3142182-0 ADDRESS LABELS C3140325-0 Credit 3156757-0 Ink cartridge/AA Batteries 3140878-0 142052 Desk file, dish cleaner, envelopes, markers	Paid by EFT # 36136 Paid by EFT # 36136 Paid by EFT # 36137 Paid by EFT # 36137 Paid by EFT # 36137 Paid by EFT # 36137 Paid by EFT # 36136 Paid by EFT # 36136	6/17/2016 7/29/2016 6/23/2016 7/27/2016 7/28/2016 8/10/2016 7/28/2016	8/4/2016 8/4/2016 8/11/2016 8/11/2016 8/11/2016 8/16/2016 8/8/2016	8/22/2016 8/22/2016 8/22/2016 8/22/2016 8/22/2016 8/22/2016 8/22/2016	35.90 Court Services 274.14 Court Services 299.05 Coroner 31.98 Coroner -59.12 Coroner 33.70 Animal Control 103.55 Transportation
<ul> <li>3578 Warehouse Direct Office Products</li> </ul>	3111191-0 Kane Comm 3102067-0 142052 WASTEBASKET 3143901-0 142052 FOLDER MANILLA 3106661-0 142052 CHAIRMAT, GUIDE, METL TAB A-Z 3140325-0 office supplies 3142182-0 ADDRESS LABELS C3140325-0 Credit 3156757-0 Ink cartridge/AA Batteries	Paid by EFT # 36136 Paid by EFT # 36136 Paid by EFT # 36137 Paid by EFT # 36137 Paid by EFT # 36137 Paid by EFT # 36137 Paid by EFT # 36136	6/17/2016 7/29/2016 6/23/2016 7/27/2016 7/28/2016 7/28/2016 8/10/2016	8/4/2016 8/4/2016 8/11/2016 8/11/2016 8/11/2016 8/16/2016 8/8/2016 8/8/2016	8/22/2016 8/22/2016 8/22/2016 8/22/2016 8/22/2016 8/22/2016 8/22/2016	35.90 Court Services 274.14 Court Services 299.05 Coroner 31.98 Coroner -59.12 Coroner 33.70 Animal Control

VENDOR	
NUMBER	VEN

	CLAIMS PAID REPORT					
VENDOR			INVOICE		PAYMENT	
IUMBER VENDOR	INVOICE DESCRIPTION	STATUS	DATE	GL DATE	DATE	AMOUNT DEPARTMENT
3578 Warehouse Direct Office Products	3153505-0 White Board for Office	Paid by EFT # 36136	8/8/2016	8/8/2016		176.02 Veterans' Commission
3578 Warehouse Direct Office Products	3105917-0 Office Supplies	Paid by EFT # 36137		8/10/2016		346.69 Development
3578 Warehouse Direct Office Products	3142860-0 Office Supplies	Paid by EFT # 36137		8/10/2016	8/22/2016	380.96 Development
3578 Warehouse Direct Office Products	3145399-0 Office supplies - chair	Paid by EFT # 36137		8/10/2016		289.50 Development
3578 Warehouse Direct Office Products	3149118-1 Office Supplies - Fiscal	Paid by EFT # 36137		8/12/2016		49.20 KCDEE MIP
3578 Warehouse Direct Office Products	3148705-0 3RD FL LK BG SUPPLIES	Paid by EFT # 36136	8/3/2016	8/9/2016		171.51 Building Management
3578 Warehouse Direct Office Products	3136237-1 OFFICE SUPPLIES	Paid by EFT # 36136	8/5/2016		8/22/2016	393.95 Building Management
3578 Warehouse Direct Office Products	3139800-0 INK CARTRIDGES	Paid by EFT # 36137	7/27/2016	8/11/2016		61.44 Judiciary and Courts
3578 Warehouse Direct Office Products	3066122-0 Kane Comm	Paid by EFT # 36136	5/11/2016	8/12/2016		174.00 Kane Comm
3578 Warehouse Direct Office Products	3133401-0 external drives	Paid by EFT # 36136	8/9/2016		8/22/2016	506.13 State's Attorney
3578 Warehouse Direct Office Products	3146726-0 INV #3146726-0 Office Supplies	Paid by EFT # 36136	8/3/2016	8/9/2016		26.91 Information Technologies
3578 Warehouse Direct Office Products	3143251-0 JAIL CLEANER	Paid by EFT # 36137	7/29/2016	8/9/2016		44.32 Building Management
3578 Warehouse Direct Office Products	3139281-0 142052 PRE-TRIAL FILING CABINET	Paid by EFT # 36136	8/8/2016	8/11/2016		960.96 Court Services
3583 Elburn NAPA Inc	599966 XX1170 Taper bearing set	Paid by EFT # 35973	7/22/2016		8/22/2016	48.71 Transportation
3583 Elburn NAPA Inc	599997 XX1170 Squeegee & switchs	Paid by EFT # 35973	7/22/2016	8/8/2016	8/22/2016	24.08 Transportation
3583 Elburn NAPA Inc	600418 XX1170 Hood catch MI rubber & cap screw	Paid by EFT # 35973	7/27/2016		8/22/2016	6.38 Transportation
3583 Elburn NAPA Inc	600475 XX1170 Mini filter	Paid by EFT # 35973	7/27/2016	8/8/2016	8/22/2016	69.99 Transportation
3583 Elburn NAPA Inc	600555 XX1170 Napa air filter	Paid by EFT # 35973	7/28/2016	8/8/2016	8/22/2016	35.79 Transportation
3583 Elburn NAPA Inc	600660 XX1170 Air brake chamber & T-Wax express	Paid by EFT # 35973	7/29/2016	8/8/2016	8/22/2016	122.71 Transportation
3583 Elburn NAPA Inc	600661 XX1170 Air brake chamber	Paid by EFT # 35973	7/29/2016	8/8/2016	8/22/2016	172.08 Transportation
3583 Elburn NAPA Inc	601012 XX1170 Battery	Paid by EFT # 35973	8/2/2016	8/8/2016	8/22/2016	80.72 Transportation
3583 Elburn NAPA Inc	601078 XX1170 Camshaft	Paid by EFT # 35973	8/2/2016	8/8/2016	8/22/2016	64.24 Transportation
3583 Elburn NAPA Inc	601081 XX1170 Halogen bulb, u-bolt, air filters	Paid by EFT # 35973	8/2/2016	8/8/2016	8/22/2016	114.63 Transportation
3583 Elburn NAPA Inc	601153 XX1170 Sand disc, epoxy, fuse, cabin air filter	Paid by EFT # 35973	8/3/2016	8/8/2016	8/22/2016	69.74 Transportation
3583 Elburn NAPA Inc	601180 XX1170 Horn	Paid by EFT # 35973	8/3/2016	8/8/2016	8/22/2016	14.84 Transportation
3583 Elburn NAPA Inc	601422 XX1170 Muffler & exhaust pipe reducer	Paid by EFT # 35973	8/5/2016	8/8/2016	8/22/2016	182.26 Transportation
3583 Elburn NAPA Inc	601694 XX1170 Paint, Oil filter & horn	Paid by EFT # 35973	8/8/2016	8/11/2016	8/22/2016	36.08 Transportation
3583 Elburn NAPA Inc	601835 XX1170 Gripper kit & brake drum	Paid by EFT # 35973		8/11/2016		633.20 Transportation
3594 Illinois Department of Employment Security	765 September 2016 Rent - AD D689 -N. Aurora-1 SmokeTreeOffice UnitA	Paid by Check # 352681		8/12/2016		813.27
3620 William Bury	8/1/2016 Election worker	Paid by Check # 352590	8/1/2016		8/22/2016	110.00 County Clerk
3620 William Bury	8/8/2016 Election worker.	Paid by Check # 352590	8/8/2016	8/9/2016		100.00 County Clerk
3640 Fox River Ecosystem Partnership, LTD	2016/2017 Dues K. Miller Membership Renewal	Paid by EFT # 35982		8/10/2016		100.00 Development
3697 First Detection Systems	206177 Kane DOT Security camera repair	Paid by Check # 352652	8/2/2016	8/5/2016		230.00 Transportation
3713 Illinois Coroners & Medical Examiners Assn (ICMEA)	IL-2016 dues	Paid by Check # 352680	8/11/2016	8/11/2016		700.00 Coroner
3859 Spartan Tool LLC	518997 JAIL PARTS	Paid by Check # 352761	5/23/2016		8/22/2016	535.93 Building Management
3876 Illinois GIS Association (ILGISA)	2209 333292; ILGISA 2016 Conf - Kurt Lebo	Paid by Check # 352683		8/12/2016		275.00 Transportation
3876 Illinois GIS Association (ILGISA)	2208 333294; ILGISA 2016 Conf - Cindy Martin	Paid by Check # 352682		8/12/2016		1,140.00 Transportation
3892 US Bank	4358975 1731_1; 16-00000-00-AA; Admin Fees 07/01/16-12/31/16	Paid by Check # 352783	7/25/2016		8/22/2016	225.00 Transportation
3894 Kane County Juror Payable Clearing	2016-00001219 Jury Payment	Paid by EFT # 36327	8/22/2016	8/22/2016		8,175.00 Judiciary and Courts
3988 KD Repair	26596 Replace CMD-1 Generator	Paid by Check # 352697	8/2/2016	8/4/2016		6,105.00 Emergency Management Service
	1359032 GC YELLOW HOUSE	Paid by EFT # 36104				350.00 Building Management
4009 Smithereen Pest Management Services		•	7/29/2016		8/22/2016	
4009 Smithereen Pest Management Services	1366395 GC AUGUST	Paid by EFT # 36104	8/1/2016	8/9/2016		41.00 Building Management
4009 Smithereen Pest Management Services	1312961 JC 2 FLYLIGHTS	Paid by EFT # 36104	7/29/2016		8/22/2016	450.00 Building Management
4009 Smithereen Pest Management Services	1366399 JC AUGUST	Paid by EFT # 36104	8/1/2016		8/22/2016	31.00 Building Management
4009 Smithereen Pest Management Services	1366400 JJC AUGUST	Paid by EFT # 36104	8/1/2016		8/22/2016	46.00 Building Management
4009 Smithereen Pest Management Services	1366398 NORTH CAMPUS AUGUST	Paid by EFT # 36104	8/1/2016	8/9/2016		62.00 Building Management
4009 Smithereen Pest Management Services	1366394 OCH AUGUST	Paid by EFT # 36104	8/1/2016	8/9/2016		41.00 Building Management
4009 Smithereen Pest Management Services	1366396 428 JAMES AUGUST	Paid by EFT # 36104	8/1/2016		8/22/2016	26.00 Building Management
4009 Smithereen Pest Management Services	1366397 427 CAMPBELL AUGUST	Paid by EFT # 36104	8/1/2016		8/22/2016	26.00 Building Management
4009 Smithereen Pest Management Services	1366401 JAIL AUGUST	Paid by EFT # 36104	8/1/2016	8/9/2016		72.00 Building Management
4009 Smithereen Pest Management Services	1366402 Health - Pest Control	Paid by EFT # 36104	8/1/2016		8/22/2016	57.00 Health
4016 Data Trace Publishing Company	5294871B1 IL Limited Liability Forms & Practice manual	Paid by Check # 352631	5/31/2016		8/22/2016	192.95 Law Library
4027 Image Awards Engraving & Creative Keepsakes	28587 JJC PERPETUAL PLATE	Paid by Check # 352686	7/28/2016		8/22/2016	10.00 Court Services
4094 Sherry L. Becker	8/10/2016 Contractual worker.	Paid by EFT # 35931		8/10/2016		576.00 County Clerk
4115 Chad's Towing & Recovery, Inc.	53896 Tow truck to Abe & Doc's	Paid by Check # 352599	7/11/2016		8/22/2016	77.50 Animal Control
4293 Jennifer Kolberg	80416 APR, MAY, JUN, JUL16 MILEAGE	Paid by Check # 352701	8/4/2016	8/5/2016	8/22/2016	92.88 Court Services
4307 Deborah Ann Lang Homco	80316 15CV4666 MILEAGE REIMBURSEMENT	Paid by Check # 352704	8/8/2016	8/8/2016	8/22/2016	184.86 State's Attorney
4324 Janet Lusk	80416 JUN16 MILEAGE, FEE FOR NOTARY	Paid by Check # 352715	8/4/2016	8/5/2016	8/22/2016	15.12 Court Services
4324 Janet Lusk	80416 JUN16 MILEAGE, FEE FOR NOTARY	Paid by Check # 352715	8/4/2016	8/5/2016	8/22/2016	10.00 Court Services
		D-14 by FFT # 20142	8/8/2016	8/9/2016	8/22/2016	63.02 Recorder
4327 Sandy Wegman	80816 Postalia red ink	Paid by EFT # 36143	0/0/2010	0/ 5/ 2010	0,22,2010	03.02 Necoluel
	80816 Postalia red ink 72816 Health - Mileage Reimbursement - June 2016	Paid by EFT # 36143 Paid by Check # 352694	7/28/2016		8/22/2016	277.83 Health

INVOICE

PAYMENT

INVOICE

VENDOR

VENDOR			INVOICE		PATIVIENT	INVOICE
NUMBER VENDOR	INVOICE DESCRIPTION	STATUS	DATE	GL DATE	DATE	AMOUNT DEPARTMENT
	12953268 monthly billng 3555C 6/28/16-7/27/16		7/22/2010	0/0/2010	8/22/2016	105.07 Circuit Clerk
4371 Toshiba Business Solutions, Inc.		Paid by Check # 352773	7/22/2016	8/9/2016		
4371 Toshiba Business Solutions, Inc.	12942874 06/24/16-07/23/16	Paid by Check # 352773	7/20/2016		8/22/2016	60.73 Court Services
4371 Toshiba Business Solutions, Inc.	12953882 Health - Copier Maintenance w/ Supplies	Paid by Check # 352773	7/22/2016		8/22/2016	13.77 Health
4371 Toshiba Business Solutions, Inc.	12978380 Per Copy Charge	Paid by Check # 352772			8/22/2016	46.84 Coroner
4371 Toshiba Business Solutions, Inc.	1555659 Refill-Staple cartridges for Copier	Paid by Check # 352773	7/25/2016		8/22/2016	105.00 Human Resource Management
4409 Tracie N. Fahnestock	81216 Mileage 6/16-8/10/16 Investigations, Fahnestock	Paid by EFT # 35976	8/12/2016	8/15/2016	8/22/2016	237.06 Public Defender
4411 Brenda Willett	81516 Cell Phone reimbursement, July APD Willett	Paid by EFT # 36144	8/15/2016	8/15/2016	8/22/2016	50.00 Public Defender
4411 Brenda Willett	72916 Cell phone remimbursement APD Willett	Paid by EFT # 36144			8/22/2016	50.00 Public Defender
4411 Brenda Willett	80216 I Pad Case - Target, APD Willett 7/14/16	Paid by EFT # 36144			8/22/2016	30.77 Public Defender
4419 Jacqueline Leder	80216 IPDA Conference/Meeting; Mileage APD Leder	Paid by Check # 352709			8/22/2016	13.00 Public Defender
4419 Jacqueline Leder					8/22/2010	
•	80216 IPDA Conference/Meeting; Mileage APD Leder	Paid by Check # 352709				43.20 Public Defender
4456 Lynn Boland	80216 7/1-7/28/16 mileage	Paid by Check # 352583	8/2/2016		8/22/2016	29.70 Circuit Clerk
4482 Edward Bellevage	80416 JUL16 MILEAGE	Paid by EFT # 35933	8/4/2016		8/22/2016	29.16 Court Services
4485 Linda Sullivan	80816 6/1-7/21/16 mileage	Paid by Check # 352766	8/8/2016		8/22/2016	23.76 Circuit Clerk
4494 Juliana R Okapal	72916 Mileage - Mileage Reimbursement - July 2016	Paid by Check # 352732	7/29/2016	8/4/2016	8/22/2016	150.66 Health
4499 Sharon Verzal	72716 Health - Mileage Reimbursement - June/July 2016	Paid by EFT # 36131	7/27/2016	8/11/2016	8/22/2016	157.14 Health
4499 Sharon Verzal	72716 Health - Mileage Reimbursement - June/July 2016	Paid by EFT # 36131	7/27/2016	8/11/2016	8/22/2016	30.00 Health
4506 Mark D. Armstrong	81116 Confirmation of Asmt Pub, Leg & Policy Comm Mtg	Paid by EFT # 35923	8/11/2016	8/11/2016	8/22/2016	178.28 Supervisor of Assessments
4506 Mark D. Armstrong	81116 Confirmation of Asmt Pub, Leg & Policy Comm Mtg	Paid by EFT # 35923			8/22/2016	291.21 Supervisor of Assessments
-	C500J171 Judicial Disqualification 2016		6/9/2016		8/22/2016	121.45 Law Library
4553 Banks & Jordan Law Publishing Company	•	Paid by Check # 352574				
4558 National Consumer Law Center	77931 Foreclosure and Mortgage Servicing 7/1/16-6/30/17	Paid by Check # 352727	7/1/2016		8/22/2016	130.00 Law Library
4564 Peter Marszalek	80116 PEV MILEAGE	Paid by EFT # 36050	8/1/2016		8/22/2016	27.05 Judiciary and Courts
4565 Anthony Franklin Sr.	81016 PEV - Franklin - Internet Aug	Paid by EFT # 35985			8/22/2016	63.33 Other- Countywide Expenses
4569 Barbara Jeffers	81516 Health - Meeting/Conference Reimbursement July 2016	Paid by Check # 352692	8/15/2016	8/16/2016	8/22/2016	282.25 Health
4592 Christine C. Bayer	31516 ELECTION DAY LUNCH	Paid by Check # 352577	3/15/2016	3/17/2016	8/22/2016	16.00 State's Attorney
4608 Paula Smick	80216 6/13-7/22/16 mileage	Paid by Check # 352760	8/2/2016	8/3/2016	8/22/2016	29.70 Circuit Clerk
4641 Liz Swanson	72616 Health - Mileage Reimbursement - June 2016	Paid by Check # 352767	7/26/2016	8/4/2016	8/22/2016	35.64 Health
4680 Maria E. Almanza	72816 Health - Mileage Reimbursement - June 2016	Paid by EFT # 35919	7/28/2016	8/4/2016	8/22/2016	203.04 Health
4699 Debra Quirin	80816 6/1-7/29/16 mileage	Paid by Check # 352744	8/8/2016		8/22/2016	81.00 Circuit Clerk
4710 Penny Lange	80216 6/1-7/28/16 mileage	Paid by Check # 352705	8/2/2016		8/22/2016	64.26 Circuit Clerk
, .	81116 JUN, JUL MILEAGE				8/22/2010	
4714 Sousie Jenkins		Paid by EFT # 36019				38.34 Court Services
4720 Ruth Bart	80216 7/1-7/27/16 mileage	Paid by EFT # 35926	8/2/2016		8/22/2016	108.00 Circuit Clerk
4738 Jennifer Gullang	80416 JUN, JUL16 MILEAGE	Paid by Check # 352664	8/4/2016		8/22/2016	69.12 Court Services
4791 William Dickson	80416 Mileage Credit card evaluation	Paid by Check # 352633	8/4/2016	8/5/2016	8/22/2016	23.76 Transportation
4798 John Zakosek	81016 PEV - Zakosek - Emp. Training & Internet	Paid by Check # 352794	8/10/2016	8/12/2016	8/22/2016	327.45 Information Technologies
4798 John Zakosek	81016 PEV - Zakosek - Emp. Training & Internet	Paid by Check # 352794	8/10/2016	8/12/2016	8/22/2016	200.85 Other- Countywide Expenses
4860 Jim Capparelli	80516 5/13-7/22/16	Paid by Check # 352594	8/5/2016	8/5/2016	8/22/2016	63.18 Circuit Clerk
4886 Shaw Suburban Media	716130570 Legal Publications Campton, St. Charles, Geneva Twps	Paid by Check # 352757	7/31/2016	8/4/2016	8/22/2016	14,681.20 Supervisor of Assessments
4907 HR Direct	4161468 2 binders, dividers and attendance sheets Acct #A00361689	Paid by Check # 352673			8/22/2016	69.74 Judiciary and Courts
4989 Brett J. Feltes	8/12/2016 Election worker.	Paid by EFT # 35977	8/12/2016		8/22/2016	1,060.00 County Clerk
5017 Laura Fors	80216 6/1-7/27/16 mileage	Paid by Check # 352656	8/2/2016		8/22/2016	34.02 Circuit Clerk
5020 Stephen Douglas Zulkowski	80516 TCC Seminar Traffic Signal Networking & Govt Ctr 08/02/16	Paid by EFT # 36149	8/5/2016		8/22/2016	50.94 Transportation
5043 Kristin Johnson	80216 Health - Mileage Reimbursement - July 2016	Paid by EFT # 36021			8/22/2016	101.52 Health
5096 Kathleen M. Kemmerling	72916 Office Depot/max for cart to carry files to court, APD KMK	Paid by Check # 352698			8/22/2016	32.98 Public Defender
5097 Nancy Campeggio	80216 7/5-7/28/16 mileage	Paid by Check # 352593	8/2/2016		8/22/2016	29.70 Circuit Clerk
5098 Jennie Amato	62916 Mileage to training to training seminar, APD Amato	Paid by Check # 352566	6/29/2016	8/15/2016	8/22/2016	58.32 Public Defender
5141 Document Imaging Dimensions, Inc.	301107 TONER (6) AKERLOW - THIRD STREET	Paid by Check # 352634	6/20/2016	8/12/2016	8/22/2016	414.00 Judiciary and Courts
5172 Ed's Auto Repair Inc	43947 1505940 WIRING RPR	Paid by Check # 352640	8/3/2016	8/9/2016	8/22/2016	165.00 State's Attorney
5179 Ernest C. Scola	72716	Paid by Check # 352755	7/27/2016	8/9/2016	8/22/2016	57.00 State's Attorney
5209 Toshiba Financial Services	310282827 CONTRACT 500-0456011-000 7/25-8/25/16	Paid by Check # 352774	7/31/2016	8/11/2016		313.90 Judiciary and Courts
5243 Duke & Lee's Service Corp	29926 Oil Service 2013 Suburban	Paid by Check # 352636			8/22/2016	73.04 Coroner
5243 Duke & Lee's Service Corp	29985 Oil Service 2008 Van	Paid by Check # 352636			8/22/2016	67.44 Coroner
•		1				
5246 Weldstar Company	1540046 compressed oxygen	Paid by Check # 352788	7/15/2016		8/22/2016	47.60 Sheriff
5246 Weldstar Company	1541470 ind. gas steel cyl rental	Paid by Check # 352788	7/24/2016		8/22/2016	4.50 Sheriff
5289 Eagle Engraving Inc	2016-2008 RETIREMENT SHIELD FOR ROGER VAN VLERAH	Paid by Check # 352638			8/22/2016	100.00 Sheriff
5309 Presidio Technology Capital LLC	3087574/3087410 AS400 mtc 9/1-9/30/16	Paid by EFT # 36078	7/15/2016	8/3/2016	8/22/2016	8,376.00 Circuit Clerk
5333 Pacific Telemanagement Svcs (Jaroth Inc dba PTS)	855892 INV #855892 Payphones-3rd St. Court House + Judicial Center 8/16	Paid by EFT # 36070	7/28/2016	8/9/2016	8/22/2016	100.00 Other- Countywide Expenses
5352 P&G Keene Electrical Rebuilders, LLC	352773 XX5319 REB 38MT W/IMS STR	Paid by Check # 352733	8/1/2016	8/5/2016	8/22/2016	242.00 Transportation
5458 ISHTA (Illinois Tollway)	G16740181 ACT# 34997331 4/1 - 6/30 TOLLS	Paid by Check # 352690	7/5/2016		8/22/2016	113.10 State's Attorney
5458 ISHTA (Illinois Tollway)	G16740181 ACT# 34997331 4/1 - 6/30 TOLLS	Paid by Check # 352690	7/5/2016		8/22/2016	9.55 State's Attorney
5561 Donna Mueller	81116 PEV - Mueller - Internet June./July	Paid by EFT # 36058	8/11/2016		8/22/2016	104.00 Other- Countywide Expenses
5563 WBK Engineering, LLC	16783-2014-2463 14-00275-01-PV; BunkerReAlign/Kslngr/LaFox P1 06/26/16-07/30/16	Paid by EFT # 36141	8/3/2016		8/22/2010	7,949.95 Transportation
5505 Work Engineering, EEG	10.00 2014 2405 14 002/5 01 14, Dunkernenign/Kangr/Lai 0x 11 00/20/10/0//30/10	1 did by Li 1 # 30141	0, 3/ 2010	0, 0, 2010	5/22/2010	7,545.55 Hunsportation

/ENDOR	CLAIMS PAID REPORT		INVOICE		PAYMENT	INVOICE
UMBER VENDOR	INVOICE DESCRIPTION	STATUS	DATE	GL DATE	DATE	AMOUNT DEPARTMENT
5687 Kishwaukee College	June Revision 12 PY15 - Youth Contract - June 2016	Paid by EFT # 36031	7/15/2016	8/12/2016	8/22/2016	13,047.10 WIA 15
5687 Kishwaukee College	June Revision 12 PY15 - Youth Contract - June 2016	Paid by EFT # 36031	7/15/2016			6.405.89 WIA 15
5687 Kishwaukee College	June 12-ITA's PY15 - June ITA's	Paid by EFT # 36031			8/22/2016	455.00 WIA 15
5687 Kishwaukee College	June 12 Credit June 2016 ITA's - Student Rec'vd map Grant	Paid by EFT # 36031		8/12/2016		-342.00 WIA 15
5687 Kishwaukee College	June Revision 12 PY15 - Youth Contract - June 2016	Paid by EFT # 36031			8/22/2016	1,559.51 WIA 15
5687 Kishwaukee College	768 Jude 3687 15-03	Paid by EFT # 36031			8/22/2016	65.00 WIA 15
5805 Hoving Clean Sweep LLC	11490 MC 2016 JUN Street Sweeping Services (#1 of 3)	Paid by Check # 352671			8/22/2016	2,300.00 Development
5821 Bill Linder	72516 PEV - Linder - Training tour - 07/14/2016	Paid by Check # 352711			8/22/2016	38.88 Kane Comm
5845 ISI Communications Inc	13339 INV #13339 Monthly Internet Service July 2016	Paid by Check # 352691	7/1/2016	8/9/2016		686.25 Other- Countywide Expens
5845 ISI Communications Inc	13345 INV #13345 Monthly Internet Service August 2016	Paid by Check # 352691	8/1/2016		8/22/2016	686.25 Other- Countywide Expens
5852 Battery Service Corporation	14182 Motorcraft group 65	Paid by Check # 352576	7/19/2016		8/22/2016	93.95 Sheriff
5852 Battery Service Corporation	14734 12 VT T B & Diesl	Paid by Check # 352576	8/3/2016			159.00 Transportation
5852 Battery Service Corporation	14835 134KAN Kenwood Radio Battery	Paid by Check # 352576		8/11/2016		125.75 Transportation
5897 Producers Chemical Company	222229 5512 Sodium Hypochlorite (water treatment), 5gal Pails	Paid by EFT # 36081	7/21/2016		8/22/2016	50.00 Transportation
5899 Sysco Food Services Chicago	608091988 803718 JJC MULTIPLE FOOD ITEMS, OPERATING SUPPLIES	Paid by EFT # 36116		8/11/2016		402.30 Court Services
5899 Sysco Food Services Chicago	607281780 803718 MULTIPLE FOOD ITEMS	Paid by EFT # 36116		8/11/2016		1,281.54 Court Services
5899 Sysco Food Services Chicago	608024078 803718 JJC MULTIPLE FOOD ITEMS	Paid by EFT # 36116			8/22/2016	1,510.30 Court Services
5899 Sysco Food Services Chicago	608041920 803718 JJC MULTIPLE FOOD ITEMS	Paid by EFT # 36116		8/11/2016		1,081.26 Court Services
5899 Sysco Food Services Chicago	608091928 803718 JJC MULTIPLE FOOD ITEMS, OPERATING SUPPLIES	Paid by EFT # 36116			8/22/2016	1,259.06 Court Services
6010 Translation Today Network Inc	5476 spanish interp ctrm 120 7-26-16 16SC1089	Paid by Check # 352776	7/27/2016	8/3/2016		130.80 Judiciary and Courts
6010 Translation Today Network Inc	5476 Spanish Interp Ctrm 120 7-26-16 165C1089 5478 Thai interp 7-28-16 ctrm 209 15CM3376	Paid by Check # 352776 Paid by Check # 352776	7/28/2016		8/22/2016 8/22/2016	257.28 Judiciary and Courts
6010 Translation Today Network Inc	5478 Thai http://28-16 ctml 209 15CM3576		7/29/2016		8/22/2016 8/22/2016	389.90 Judiciary and Courts
6010 Translation Today Network Inc	5479 ASL ctrm 203 150 1260 7-27-16 5480 Spanish interp 7-13-16 ctrm 250 16LM767	Paid by Check # 352776 Paid by Check # 352776	7/28/2016		8/22/2016 8/22/2016	142.68 Judiciary and Courts
						1
6010 Translation Today Network Inc	5481 Polish interp 7-22-16 jail for interview 15DT1972	Paid by Check # 352776	7/23/2016	8/3/2016	8/22/2016 8/22/2016	307.68 Judiciary and Courts
6010 Translation Today Network Inc	5411 Spanish interp 3rd st cths 5-2-31-16	Paid by Check # 352776	6/9/2016			3,216.96 Judiciary and Courts
6010 Translation Today Network Inc	5471	Paid by Check # 352776	7/22/2016	8/3/2016		308.76 Judiciary and Courts
6010 Translation Today Network Inc		Paid by Check # 352776	7/21/2016		8/22/2016	275.10 Judiciary and Courts
6028 Michael D. Zakosek	72916 PEV Mileage for Springfield meeting with IDOT & FHWA	Paid by EFT # 36148	7/29/2016		8/22/2016	213.84 Transportation
6042 Eagle Training Services	2800 Wheatley 3844 15-01	Paid by Check # 352639	7/28/2016			5,500.00 WIA 15
6046 F James Garbe	726 September 2016 Rent - 1 Smoketree Plaza	Paid by EFT # 35988		8/12/2016		5,853.00
6068 Illinois Welding School (Debra Glanton Enterprise)	791 American Welding society certification 1g mig Test	Paid by EFT # 36008		8/12/2016		290.00 WIA 15
6128 Canon Solutions America Inc	4019765490 monthly billing 8085 8/28/16-9/27/16	Paid by EFT # 35945	7/29/2016		8/22/2016	365.01 Circuit Clerk
6128 Canon Solutions America Inc	4019549297 copier maintenance, 6/30-7/30/16	Paid by EFT # 35945			8/22/2016	229.26 Sheriff
6128 Canon Solutions America Inc	4019832472 copier maintenance, 7/31-8/30/16	Paid by EFT # 35945		8/10/2016		229.26 Sheriff
6128 Canon Solutions America Inc	4019861253 CONTRACT 1135782 MAINTENANCE 8/31-9/29/2016 THIRD ST	Paid by EFT # 35945		8/11/2016		33.88 Judiciary and Courts
6128 Canon Solutions America Inc	4019232305 COPIER MAINTENANCE	Paid by EFT # 35945			8/22/2016	62.42 Judiciary and Courts
6128 Canon Solutions America Inc	4019247478 COPIER MAINTENANCE THIRD ST	Paid by EFT # 35945		8/12/2016		33.88 Judiciary and Courts
6128 Canon Solutions America Inc	4019810198 Health - Copier Maintenance w/ Supplies	Paid by EFT # 35945		8/11/2016		138.81 Health
6128 Canon Solutions America Inc	4019819075 Health - Copier Maintenance w/ Supplies	Paid by EFT # 35945			8/22/2016	83.95 Health
6128 Canon Solutions America Inc	4019824957 Health - Copier Maintenance w/ Supplies	Paid by EFT # 35945			8/22/2016	138.81 Health
6128 Canon Solutions America Inc	4019834138 Health - Copier Maintenance w/ Supplies	Paid by EFT # 35945	8/1/2016	8/11/2016	8/22/2016	138.81 Health
6128 Canon Solutions America Inc	4019889931 Copier Maint - 8/8-11/7/16 Contract 1059934	Paid by EFT # 35945		8/12/2016		519.44 Operating Pool
6128 Canon Solutions America Inc	4019638793 copier maintenance, 7/11-8/10/16	Paid by EFT # 35945	7/11/2016		8/22/2016	141.57 Sheriff
6159 McHenry County College	AG-00001550 Beard 3269 15-09	Paid by Check # 352719	5/31/2016	8/12/2016	8/22/2016	370.90 TAA 14
6159 McHenry County College	2630 Beard 3269 15-08	Paid by Check # 352719	8/1/2016	8/12/2016	8/22/2016	1,124.00 TAA 14
6159 McHenry County College	2261 Beard 3269 15-05	Paid by Check # 352719	11/18/2015	8/12/2016	8/22/2016	54.95 TAA 14
6163 MCI	8.6927E+13 July Long Distance - Acct # 08692704347	Paid by Check # 352720	8/1/2016	8/12/2016	8/22/2016	44.43 Operating Pool
6181 PESI, Inc. (Professional Education System Inc)	1338979 Psychopharm. Conference	Paid by EFT # 36073	8/1/2016	7/26/2016	8/22/2016	1,169.97 Court Services
6227 Susana J. Larranaga	BC 8-16 Spanish interp bond call 8-6/7/13/14-2016	Paid by EFT # 36039	8/16/2016	8/16/2016	8/22/2016	340.00 Judiciary and Courts
6227 Susana J. Larranaga	167-16 Spanish interp 8-1-15-16	Paid by EFT # 36039	8/16/2016	8/16/2016	8/22/2016	1,005.00 Judiciary and Courts
6305 Linda Fisher	80416 PEV PER DIEM	Paid by Check # 352653	8/4/2016	8/5/2016	8/22/2016	252.00 Sheriff
6349 The Office Pal	0123617-IN DELL 5210 BLK TONER	Paid by Check # 352769	7/15/2016	8/9/2016	8/22/2016	500.00 State's Attorney
6505 Clarinda Academy	8/3/2016 CLARINDA JUL16 R/B 07/01-07/31/16	Paid by Check # 352615	8/3/2016	8/11/2016	8/22/2016	4,812.13 Court Services
6521 Thomson Reuters GRC Inc. (West Government)	834283549 WESTLAW - JUNE 2016	Paid by EFT # 36120			8/22/2016	3,054.49 State's Attorney
6521 Thomson Reuters GRC Inc. (West Government)	834466341 WESTLAW - JULY 2016	Paid by EFT # 36120	8/1/2016		8/22/2016	3,054.49 State's Attorney
6521 Thomson Reuters GRC Inc. (West Government)	834334859 2015 statute supplements	Paid by EFT # 36120			8/22/2016	81.00 Circuit Clerk
6521 Thomson Reuters GRC Inc. (West Government)	834443293 acct#1000174079 Clear chgs. Investigations 7/1-7/31/16 Pub. Def.	Paid by EFT # 36120			8/22/2016	644.47 Public Defender
6521 Thomson Reuters GRC Inc. (West Government)	834443292 acct#1000174078 West Law on line 7/1/-7/31/16 Public Defender's	Paid by EFT # 36120			8/22/2016	2,766.07 Public Defender
6576 Sol Figueroa	72816 Mileage - Mileage Reimbursement - July 2016	Paid by Check # 352650	7/28/2016		8/22/2016	5.40 Health
6646 Martin Implement Sales Inc	A50760 Kane0004 Yoke, U Joint cross & be	Paid by Check # 352718	7/27/2016		8/22/2016	272.89 Transportation
6646 Martin Implement Sales Inc	A50758 Kane0004 Pitman connector & felt washer	Paid by Check # 352718	7/27/2016		8/22/2016	14.16 Transportation
ee	Aborso hancoor i hanan connector a feit wasner	Paid by Check # 352718	7/20/2016		8/22/2010	1.110

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	CLAIMS PAID REPORT					
VENDOR			INVOICE		PAYMENT	INVOICE
NUMBER VENDOR	INVOICE DESCRIPTION	STATUS	DATE	GL DATE	DATE	AMOUNT DEPARTMENT
6646 Martin Implement Sales Inc	A51015 Kane0004 Spring nut, filter housing lever, choke shutter, Gromme	Paid by Check # 352718	8/9/2016	8/10/2016	8/22/2016	19.92 Transportation
6646 Martin Implement Sales Inc	A51016 Kane0004 Fling, repair kit, washer, hitch pin, tongue clevis	Paid by Check # 352718	8/9/2016	8/10/2016	8/22/2016	679.78 Transportation
6646 Martin Implement Sales Inc	A51045 Kane0004 Trimmer head	Paid by Check # 352718	8/10/2016	8/10/2016	8/22/2016	75.90 Transportation
6731 Hanson Professional Services Inc	1053902 14-00436-00-SP; Rndl/SlvrGln/CountyLn.P1, Svcs thru 07/31/16	Paid by Check # 352665	8/3/2016	8/11/2016	8/22/2016	469.85 Transportation
6927 Rodney Adams	80316 Travel to Gail Borden Library - 7/27-7/29/16	Paid by Check # 352563	8/3/2016	8/12/2016	8/22/2016	14.04 WIA 15
6927 Rodney Adams	80316 Travel to Gail Borden Library - 7/27-7/29/16	Paid by Check # 352563	8/3/2016	8/12/2016	8/22/2016	14.04 WIA 15
6985 Maria Perez	789 Travel to COD,McHenry CC - 7/6-7/27/16	Paid by EFT # 36072	8/5/2016	8/12/2016	8/22/2016	62.14 WIA 15
7010 Catching Fluid Power	6099386 119123 Hydraulic Gear Pump Motor	Paid by Check # 352597	7/29/2016	8/8/2016	8/22/2016	992.12 Transportation
7118 Brenda Lee Odom	771 Travel to KCC - 6/28-7/21/16	Paid by EFT # 36067	8/5/2016	8/12/2016	8/22/2016	135.42 TAA 14
7180 Professional Consultations Inc	42	Paid by EFT # 36083	5/10/2016	8/4/2016	8/22/2016	155.00 Court Services
7180 Professional Consultations Inc	44	Paid by EFT # 36083	7/12/2016	8/4/2016	8/22/2016	505.00 Court Services
7210 SHI International Corp	B05271214 Z400s-SSD-128 GB-Internal-2.5 in-SATA	Paid by EFT # 36101	7/22/2016	8/9/2016	8/22/2016	690.00 Recorder
7210 SHI International Corp	B05281654 Compfrhensive Gateway Security Suite Bundle	Paid by EFT # 36101	7/25/2016	8/9/2016	8/22/2016	4,425.00 Recorder
7210 SHI International Corp	B05300770 Dell SonicWall NSA 4600-Security Appliance-Gigabit LAN	Paid by EFT # 36101	7/28/2016	8/9/2016	8/22/2016	3,850.00 Recorder
7219 Extra Space Storage	727 September 5th - October 4th, 2016 Storage Unit 456	Paid by Check # 352644	7/25/2016	8/12/2016	8/22/2016	136.00
7309 e.Norman Security Systems, Inc.	10400 JJC 07/25/16 REPLACE CAMS	Paid by Check # 352637	7/26/2016	8/4/2016	8/22/2016	294.00 Court Services
7309 e.Norman Security Systems, Inc.	10393 JJC PC SOUND PROBLEM	Paid by Check # 352637	7/25/2016	8/4/2016	8/22/2016	182.00 Court Services
7309 e.Norman Security Systems, Inc.	10413 07/27/16 TRIP, SERVICE LABOR 3 INTERCOMS NOT WORKING	Paid by Check # 352637	8/4/2016	8/11/2016	8/22/2016	126.00 Court Services
7325 Debra A. Byrd	778 Travel to KCC - 7/26-8/4/16	Paid by EFT # 35942	8/8/2016	8/12/2016	8/22/2016	114.04 TAA 14
7329 John F. Harahan	3 Website Maintenance - BoardTraq	Paid by EFT # 36003	6/1/2016	8/12/2016	8/22/2016	420.00 County Board
7398 GIS Solutions Inc	100758 KaneDOT GIS Professional Services July 2016	Paid by EFT # 35993	8/1/2016	8/8/2016	8/22/2016	2,936.25 Transportation
7445 SARA A LEETCH	80416 JUN/JUL MILEAGE	Paid by Check # 352710	8/4/2016		8/22/2016	56.70 Court Services
7525 Burnidge Properties	812016 Health - Elgin Office Space	Paid by Check # 352589	8/1/2016	8/4/2016	8/22/2016	1,427.25 Health
7525 Burnidge Properties	812016 Health - Elgin Office Space	Paid by Check # 352589	8/1/2016	8/4/2016	8/22/2016	1,505.24 Health
7571 Transitional Alternative Reentry	40440 SPS - TARI PROGRAMING SVCS AND HOUSING SVCS - JUL16	Paid by EFT # 36124	8/4/2016	8/12/2016	8/22/2016	13,029.17 Court Services
7629 Industrial Maintenance Services	162 MC 2016 JUL Janitorial Services (7/12 & 7/26)	Paid by Check # 352688		8/10/2016		60.00 Development
7629 Industrial Maintenance Services	163 MC 2016 JUL Dance Studio Window Clean-Up/Sidewalk Install	Paid by Check # 352688		8/10/2016		80.93 Development
7632 Advanced Correctional Healthcare	58567 AUG16 ON-SITE MEDICAL/ MENTAL HEALTH SVCS PER CONTRACT	Paid by Check # 352564	8/1/2016	8/4/2016	8/22/2016	18,716.71 Court Services
7699 Builders Asphalt LLC	18488 KDOT Patching mix	Paid by Check # 352588	7/28/2016			83.00 Transportation
7738 Healthcare Waste Management Inc	140532BLD JAIL AIR FILTER DISPOSAL	Paid by Check # 352666	7/18/2016		8/22/2016	150.00 Building Management
7738 Healthcare Waste Management Inc	140532 medical waste removal	Paid by Check # 352666	7/18/2016		8/22/2016	250.00 Sheriff
7857 CHRISTINE E STAHL	80416 Mileage; certified copy of conviction15CM4208,APD McLean	Paid by Check # 352762	8/4/2016			201.42 Public Defender
7857 CHRISTINE E STAHL	80416 Mileage; certified copy of conviction15CM4208,APD McLean	Paid by Check # 352762	8/4/2016			9.00 Public Defender
7862 Builders Paving, LLC	5-2016-1172 16-00470-00-RS; 2016 Pavement Resurfacing 07/01/16-07/15/16	Paid by EFT # 35939	7/15/2016		8/22/2016	259,795.37 Transportation
7953 North Aurora NAPA Inc	224119 core deposit	Paid by EFT # 36063	5/3/2016		8/22/2016	-44.00 Sheriff
7953 North Aurora NAPA Inc	231343 oxygen sensor	Paid by EFT # 36063	7/7/2016		8/22/2016	114.89 Sheriff
7953 North Aurora NAPA Inc	231957 brake cleaner, air and oil filters	Paid by EFT # 36063	7/13/2016		8/22/2016	110.85 Sheriff
7953 North Aurora NAPA Inc	231961 return fuel filter	Paid by EFT # 36063	7/13/2016		8/22/2016	-14.17 Sheriff
7953 North Aurora NAPA Inc	232012 lube applicator, bead-eze	Paid by EFT # 36063	7/14/2016		8/22/2016	51.47 Sheriff
7953 North Aurora NAPA Inc	232195 glass ure adhesive	Paid by EFT # 36063	7/15/2016		8/22/2016	44.24 Sheriff
7953 North Aurora NAPA Inc	232672 oil filter, hologen capsule, -20 windshield wa	Paid by EFT # 36063	7/20/2016		8/22/2016	229.95 Sheriff
7953 North Aurora NAPA Inc	233333 oil, fuel and air filters, pwr steering fluid	Paid by EFT # 36063	7/27/2016		8/22/2016	117.72 Sheriff
7953 North Aurora NAPA Inc	233352 shop towels	Paid by EFT # 36063	7/27/2016		8/22/2016	31.98 Sheriff
7953 North Aurora NAPA Inc	233908 blue def 2.5 gal, purple power car, K-37	Paid by EFT # 36063 Paid by EFT # 36063		8/10/2016		27.19 Sheriff
7953 North Aurora NAPA Inc	234107 oil filters	•		8/10/2016	8/22/2016	40.20 Sheriff
8012 Midwest Salt LLC 8012 Midwest Salt LLC	164478 JAIL SOFTENER SALT 164655 JIAL SOFTENER SALT	Paid by EFT # 36056 Paid by EFT # 36056	7/22/2016 8/4/2016		8/22/2016	1,011.15 Building Management 1,272.60 Building Management
8018 GSF USA, Inc.	INR040208 MAY JC, JJC, SHERIFF	Paid by EFT # 35999		8/12/2016		8,688.33 Building Management
8018 GSF USA, Inc.	INRO40203 INICI 3C, JIC, SHERIFF	Paid by EFT # 35999		8/12/2016		8,975.56 Building Management
8018 GSF USA, Inc.	INRO40208 MAY JC, JJC, SHERIFF	Paid by EFT # 35999	6/14/2016			4,099.20 Building Management
8018 GSF USA, Inc.	INR040583 JUNE JC, JJC SHERIFF	Paid by EFT # 35999		8/12/2016		4,294.40 Building Management
8018 GSF USA, Inc.	INR040208 MAY JC, JJC, SHERIFF	Paid by EFT # 35999		8/12/2016		2,049.60 Building Management
8018 GSF USA, Inc.	INR040583 JUNE JC, JJC SHERIFF	Paid by EFT # 35999		8/12/2016		2,147.20 Building Management
8057 New England LawPress	10686 Legal Information Buyers Guide 2016	Paid by EFT # 36061	6/15/2016		8/22/2016	186.00 Law Library
8185 Stanton J. Bond	62716 luncheon	Paid by EFT # 35935	6/27/2016		8/22/2016	15.00 Circuit Clerk
8251 105 Grove LLC	FY16SEP16 ELGIN SEP16 RENT	Paid by EFT # 35912	8/1/2016		8/22/2016	4,839.69 Court Services
8258 CCMSI	0099697-IN Claims & Admin Fees - July 2016	Paid by Check # 352598	7/28/2016		8/22/2016	6,300.83 Human Resource Management
8268 Mill Creek Water Reclamation District	16408131 MC 2016 JUL Wat/Sew 7/3/16-8/2/16 Acct #421531 Inv #16408131	Paid by EFT # 36057		8/12/2016		8.00 Development
8335 Jennifer L. Joyce	71816a	Paid by EFT # 36022	7/18/2016		8/22/2016	155.50 State's Attorney
8335 Jennifer L. Joyce	72216	Paid by EFT # 36022	8/9/2016		8/22/2016	42.00 State's Attorney
8348 Donna Hubbs	72916 5/3-7/28/16 mileage	Paid by Check # 352674		7/29/2016		53.46 Circuit Clerk
8388 Havlicek Geneva Ace Hardware LLC	46430 GC BOX FAN	Paid by EFT # 36005	8/2/2016		8/22/2016	22.99 Building Management
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	CLAIMS PAID REPORT					
ENDOR			INVOICE		PAYMENT	INVOICE
JMBER VENDOR	INVOICE DESCRIPTION	STATUS	DATE	GL DATE	DATE	AMOUNT DEPARTMENT
8388 Havlicek Geneva Ace Hardware LLC	45867 SHOP PARTS	Paid by EFT # 36005	7/14/2016			13.99 Building Management
8388 Havlicek Geneva Ace Hardware LLC	45618/1 Batteries / flashlight for inspector	Paid by EFT # 36005			8/22/2016	39.58 Development
8412 Peoplelink Staffing Solutions (Agency Staffing)	847081 Health - Program Support - Dowell, Shavon	Paid by EFT # 36071	7/27/2016		8/22/2016	1,110.78 Health
8412 Peoplelink Staffing Solutions (Agency Staffing)	847934 Health - Program Support - Dowell, Shavon	Paid by EFT # 36071	8/3/2016	8/11/2016	8/22/2016	900.24 Health
8412 Peoplelink Staffing Solutions (Agency Staffing)	848950 Health - Program Support - Dowell, Shavon	Paid by EFT # 36071		8/16/2016		1,038.18 Health
8412 Peoplelink Staffing Solutions (Agency Staffing)	847082 Workforce Dev - PGm Support - Cynthia Pogue - wk of 7/24/16	Paid by EFT # 36071	7/27/2016	8/12/2016	8/22/2016	415.80 Operating Pool
8412 Peoplelink Staffing Solutions (Agency Staffing)	847935 Temp Staff - PGm Support - Cynthia Pogue - wk of 7/31/16	Paid by EFT # 36071	8/3/2016	8/12/2016	8/22/2016	693.00 Operating Pool
8488 Animal Care Clinic of Geneva LLC	133625 Veterinary services 7/31/2016	Paid by EFT # 35920	7/31/2016	8/9/2016	8/22/2016	89.00 Animal Control
8500 SERGIO RIVERA	80416 MAY, JUN16 MILEAGE	Paid by Check # 352752	8/4/2016	8/5/2016	8/22/2016	44.28 Court Services
8508 Robert Half International, Inc.	46356186 INV #46356186 Contractual - PDO/JC-CCM - 7/29/16	Paid by EFT # 36092	8/3/2016	8/9/2016	8/22/2016	876.00 Other- Countywide Expense
8508 Robert Half International, Inc.	46377375 IINV #43377375 Contractual - PDO/JC-CCM - 8/5/16	Paid by EFT # 36092	8/8/2016	8/9/2016	8/22/2016	866.16 Other- Countywide Expens
8509 Lisa Gleich	A-4778 08/04/16 SVCS FOR KIDS PRGM	Paid by EFT # 35995	8/4/2016	8/11/2016	8/22/2016	112.50 Court Services
8523 Cornerstone Partners Horticultural Services Co.	CP06780 MC 2016 MAY Turf Repairs	Paid by EFT # 35954	5/17/2016	8/10/2016	8/22/2016	775.07 Development
8525 Kimberly Stehlin	80416 JUL16 MILEAGE TRAINING THE INDISPENSABLE ASSISTANT	Paid by EFT # 36113	8/4/2016	8/5/2016	8/22/2016	25.54 Court Services
8545 Spillane and Sons Ltd.	2015-01-D-02 Foreclosure Redevelopment	Paid by EFT # 36109	8/10/2016	8/12/2016	8/22/2016	21,612.72 Development
8590 J. G. Uniforms, Inc.	43032 US ARMOR ENFORCER 5000 FOR K OLSEN	Paid by EFT # 36017	8/4/2016	8/15/2016	8/22/2016	756.00 Sheriff
8604 NAT Tech Inc. (National Technologies NTI)	10135 10-6075 Bytegrid Meridian Parkway	Paid by EFT # 36060		8/15/2016		173,910.00 Other- Countywide Expens
8633 Andrew Baumann	80516 June Mileage - Baumann	Paid by EFT # 35929		8/12/2016		278.10 Kane Comm
8633 Andrew Baumann	080516a July Mileage - Baumann	Paid by EFT # 35929		8/12/2016		237.06 Kane Comm
8640 Lauren E. Behnke	8/12/2016 Election worker.	Paid by EFT # 35932	8/12/2016		8/22/2016	1,280.00 County Clerk
8694 County of Kendall	728 September 2016 Rent - Admin	Paid by Check # 352629		8/12/2016		808.00
8719 Mitra B. Kalelkar	7162016 autopsies	Paid by EFT # 36024		8/11/2016		2,250.00 Coroner
8719 Mitra B. Kalelkar	7262016 autopsies	Paid by EFT # 36024		8/11/2016		3,375.00 Coroner
8719 Mitra B. Kalelkar	7302016 autopsies	Paid by EFT # 36024		8/11/2016		6,750.00 Coroner
8719 Mitra B. Kalelkar	8022016 autopsies	Paid by EFT # 36024 Paid by EFT # 36024		8/11/2016		4,500.00 Coroner
8719 Mitra B. Kalelkar		Paid by EFT # 36024 Paid by EFT # 36024		8/11/2016		
8719 Mitra B. Kalelkar	8082016 autopsies					4,500.00 Coroner
	8102016 autopsies	Paid by EFT # 36024		8/11/2016		3,375.00 Coroner
8719 Mitra B. Kalelkar	8082016GiftoHope Services - Contractual Employee	Paid by EFT # 36024		8/11/2016		4,000.00 Coroner
8728 State Street Collision, Inc.	3837 vehicle repair - Squad 97	Paid by EFT # 36111	7/26/2016		8/22/2016	2,449.75 Human Resource Manager
8736 Molly Pickens	80416 MAY, JUN, JUL, AUG16 MILEAGE	Paid by Check # 352739	8/4/2016		8/22/2016	86.94 Court Services
8740 Weaver Consultants Group	29183 Settlers Hill Final Design - Phases 2 & 3 - Res. #15-368	Paid by EFT # 36142		8/11/2016		66,423.80 Environmental Manageme
8784 Catalyst Consulting Group Inc	KANECGO-2016-07 Online Genealogy	Paid by Check # 352596		8/10/2016		140.50 County Clerk
8791 Juan Magana	72516 Health - Mileage Reimbursement - June 2016	Paid by Check # 352716	7/25/2016		8/22/2016	166.10 Health
8857 MaryJo D'Avola	14 CF 1230/1755 transcript 14CF1230 & 1755	Paid by EFT # 35958		8/10/2016		12.00 Judiciary and Courts
8857 MaryJo D'Avola	80216	Paid by EFT # 35958	8/2/2016		8/22/2016	386.25 State's Attorney
8867 Chris Lauzen	81616 Lauzen - PEV	Paid by Check # 352707		8/17/2016		1,334.64 County Board
8867 Chris Lauzen	81616 Lauzen - PEV	Paid by Check # 352707	8/16/2016	8/17/2016	8/22/2016	40.50 County Board
8895 Tissue Techniques Pathology Labs LLC	CLA20905 toxicology	Paid by EFT # 36121	5/31/2016	8/11/2016	8/22/2016	375.00 Coroner
8895 Tissue Techniques Pathology Labs LLC	CLA20841 Lab testing, diagnostic	Paid by EFT # 36121	6/30/2016	8/11/2016	8/22/2016	472.50 Coroner
8929 Matthew J. Homer	8/12/2016 Election worker	Paid by Check # 352669	8/12/2016	8/9/2016	8/22/2016	354.00 County Clerk
8929 Matthew J. Homer	8/12/2016a Election worker- Mileage	Paid by Check # 352669	8/12/2016	8/9/2016	8/22/2016	224.10 County Clerk
8930 Impact Networking, LLC	696025 acct#KC10 Bizhub 552 8/11-9/10/16 Public Defender's	Paid by EFT # 36011	8/9/2016	8/15/2016	8/22/2016	55.80 Public Defender
8930 Impact Networking, LLC	683178 copeir maintenance, 7/8-8/7/16	Paid by EFT # 36011	7/12/2016	8/10/2016	8/22/2016	57.55 Sheriff
8930 Impact Networking, LLC	688850 KC13 TRICITIES 07/31-08/30/16 COPIER SVCS	Paid by EFT # 36010	7/26/2016	8/4/2016	8/22/2016	77.38 Court Services
8930 Impact Networking, LLC	688850 KC13 TRICITIES 07/31-08/30/16 COPIER SVCS	Paid by EFT # 36010	7/26/2016		8/22/2016	59.65 Court Services
8930 Impact Networking, LLC	689412 KC06 AURORA 07/31-08/30/16 SVCS	Paid by EFT # 36010	7/27/2016		8/22/2016	29.50 Court Services
8930 Impact Networking, LLC	689412 KC06 AURORA 07/31-08/30/16 SVCS	Paid by EFT # 36010	7/27/2016		8/22/2016	0.00 Court Services
8930 Impact Networking, LLC	688388 KC04 Konica Minolta / Bizhub 754 Copier Maint 6/30/16-8/29/16	Paid by EFT # 36011	7/25/2016		8/22/2016	55.41 Transportation
8930 Impact Networking, LLC	661452 KC04 Konica Minolta / Bizhub 754 Copier Maint 05/30/166/29/16	Paid by EFT # 36011	5/24/2016		8/22/2016	24.00 Transportation
8930 Impact Networking, LLC	661311 KC04 Konica Minolta / Bizhub 754 Copier Maint 04/30/16-05/29/16	Paid by EFT # 36011	5/24/2016		8/22/2016	44.13 Transportation
8930 Impact Networking, LLC	689413 Health - Copier Maintenance w/ Supplies	Paid by EFT # 36011	7/27/2016		8/22/2016	294.61 Health
8930 Impact Networking, LLC	693189 copier maintenance	Paid by EFT # 36011	8/3/2016		8/22/2016	23.53 Sheriff
8933 Edgar K. Collison Law Offices, Ltd.	81016 JULY SVCS	Paid by EFT # 35971		8/11/2016		3,000.00 State's Attorney
5 ,				8/12/2016		
8956 Sparkle Janitorial Service	905474 July Cleaning 7/1,8,15,22,29/16	Paid by EFT # 36107 Paid by EET # 35959				820.03 Operating Pool 80.00 Sheriff
8976 Dan's Auto Service Inc.	5265 wheel alignment, K-135	Paid by EFT # 35959	7/11/2016		8/22/2016	
8979 RR Donnelley (Presort Solutions)	304205 07/25-07/30/16 POSTAGE	Paid by EFT # 36094	8/2/2016		8/22/2016	130.23 Other- Countywide Expens
8980 Fluorecycle, Inc.	37319 Fluorescent Tube Recycling Program thru Ace Hardware	Paid by EFT # 35981		8/11/2016		244.15 Environmental Manageme
9033 United Refrigeration, Inc.	52656273-00 HVAC TOOLS	Paid by EFT # 36129	8/4/2016		8/22/2016	438.84 Building Management
9057 International Association of Coroners	6162016 Accreditation Annual Maintenance fee	Paid by EFT # 36014		8/11/2016		1,000.00 Coroner
9077 Johnathan Pickering	80216 7/11-7/29/19 mileage	Paid by Check # 352740	8/2/2016		8/22/2016	77.76 Circuit Clerk
9127 Patrick M. Knapp 9127 Patrick M. Knapp	72916 CMAP Committee, CMAQ, Census Plan Program, Cell Phone Reimb 72916 CMAP Committee, CMAQ, Census Plan Program, Cell Phone Reimb	Paid by EFT # 36032 Paid by EFT # 36032	7/29/2016 7/29/2016		8/22/2016 8/22/2016	45.01 Transportation

NUMBER VEN	VENDOR	
	NUMBER	VEN

VENDOR			INVOICE		PAYMENT	INVOICE
NUMBER VENDOR	INVOICE DESCRIPTION	STATUS	DATE	GL DATE	DATE	AMOUNT DEPARTMENT
9129 Antonio Garibay 1 Security Systems	K160706B replaced employee entrance PTZ	Paid by EFT # 35922	7/20/2016		8/22/2016	625.00 Sheriff
9183 Tri City Land Management Co., LLC	4490-411R001 AUG MC 2016 AUG Office Rent	Paid by EFT # 36126		8/10/2016		997.75 Development
9184 Robert Enright	80116 PEV - Enright - Internet July	Paid by Check # 352643		8/12/2016		49.00 Other- Countywide Expenses
9225 Petroleum Traders Corporation	1036376 retail fuel purchase	Paid by EFT # 36074		8/10/2016		13,434.22 Sheriff
9225 Petroleum Traders Corporation	1033984 110017/3 Unleaded Regular Gasoline Tank #3	Paid by EFT # 36074	7/25/2016		8/22/2016	10,988.67 Transportation
9231 Lizbeth Borunda	80216 7/1-7/29/16 mileage	Paid by Check # 352584	8/2/2016		8/22/2016	91.80 Circuit Clerk
9270 Professional Cleaning Supplies/HP (PCS Industries)	I2734612 JC PAPER TOWESL TP	Paid by EFT # 36082	7/25/2025		8/22/2016	1,322.40 Building Management
9270 Professional Cleaning Supplies/HP (PCS Industries)	CR00181542 JC CREDIT	Paid by EFT # 36082	8/3/2016		8/22/2016	-1,028.40 Building Management
9270 Professional Cleaning Supplies/HP (PCS Industries)	I2741818 GC PAPER TOWELS, TP	Paid by EFT # 36082	8/1/2016		8/22/2016	1,237.02 Building Management
9270 Professional Cleaning Supplies/HP (PCS Industries)	I2741819 JC BAY WESY PAPER TOWELS	Paid by EFT # 36082	8/1/2016	8/9/2016	8/22/2016	364.65 Building Management
9270 Professional Cleaning Supplies/HP (PCS Industries)	12752388 JJC CLEANING SUPPLIES	Paid by EFT # 36082	8/10/2016	8/9/2016	8/22/2016	449.71 Building Management
9270 Professional Cleaning Supplies/HP (PCS Industries)	I2741820 CIC TP, ROLL TOWEL	Paid by EFT # 36082	8/1/2016	8/9/2016	8/22/2016	1,237.02 Building Management
9270 Professional Cleaning Supplies/HP (PCS Industries)	12751658 JAIL CLEANING SUPPLIES	Paid by EFT # 36082	8/9/2016	8/9/2016	8/22/2016	185.50 Building Management
9274 Sandra Blake	72616 Milage;4/27-7/22/16; dues West Sub Bar; ILL State;Forensic Dues;	Paid by Check # 352579	7/26/2016	8/15/2016	8/22/2016	100.00 Public Defender
9274 Sandra Blake	72616 Milage;4/27-7/22/16; dues West Sub Bar; ILL State;Forensic Dues;	Paid by Check # 352579	7/26/2016	8/15/2016	8/22/2016	334.80 Public Defender
9274 Sandra Blake	72616 Milage;4/27-7/22/16; dues West Sub Bar; ILL State;Forensic Dues;	Paid by Check # 352579	7/26/2016	8/15/2016	8/22/2016	800.00 Public Defender
9385 H & H Electric Co.	22833 electrical repair - Randall and Silver Glen	Paid by EFT # 36000	3/31/2014		8/22/2016	141.84 Human Resource Manageme
9385 H & H Electric Co.	23667 electric repair - Randall & Silver Glen (2)	Paid by EFT # 36000	5/31/2014		8/22/2016	447.74 Human Resource Manageme
9385 H & H Electric Co.	23659R1 street light repair - Il Rt 38& Randall	Paid by EFT # 36000	3/14/2015		8/22/2016	2,106.34 Human Resource Manageme
9385 H & H Electric Co.	23997R1 street light repair - Huntley Rd & Randall Rd		12/15/2015		8/22/2016	1,948.44 Human Resource Manageme
9385 H & H Electric Co.	24002R2 street light repair - Randall and County Line Rd		12/15/2015		8/22/2016	3,477.98 Human Resource Manageme
9390 Nancy R. Krtek	A-4765 07/27/16 SVCS FOR KIDS PRGM	Paid by EFT # 36035	7/27/2016		8/22/2016	112.50 Court Services
9414 Jeffrey W. Richardson	725 September 2016 Rent - 650 B North Peace Road, DeKalb	Paid by EFT # 36091		8/12/2016		2,421.42
9444 Paul R. Sather, Ph.D.	10066	Paid by EFT # 36091		8/11/2016		600.00 Judiciary and Courts
9506 James A. Filkins	6/30/2016 autopsies	Paid by EFT # 35978		8/11/2016		3.375.00 Coroner
9506 James A. Fikins 9507 Statewide Publishing, LLC	Kan2011026137 16D849 pauper svc	Paid by EFT # 36112	7/27/2016		8/22/2016	66.00 Circuit Clerk
						51.84 TAA 14
9558 Laverne D. Karcinski	775 Travel to McHenry CC - 7/11-7/19/16	Paid by EFT # 36027		8/12/2016		
9569 G.L. Denson, Inc.	14 CF 1230 transcript 14CF1230	Paid by EFT # 35987		8/10/2016		51.00 Judiciary and Courts
9569 G.L. Denson, Inc.	80216	Paid by EFT # 35987	8/2/2016		8/22/2016	960.00 State's Attorney
9610 Odell DeBerry	8/1/2016 Election worker	Paid by Check # 352632	8/1/2016		8/22/2016	33.75 County Clerk
9615 TransUnion Risk & Alternative Data Solutions, Inc.	14131 July employee insights	Paid by EFT # 36125		8/10/2016		128.50 Sheriff
9628 Emma Cook	80216 Health - Mileage Reimbursement - July 2016	Paid by EFT # 35953	8/2/2016		8/22/2016	95.21 Health
9642 Brett Youngsteadt	80316 Euthanasia License Renewal 2016	Paid by Check # 352793	8/3/2016		8/22/2016	10.00 Animal Control
9761 Regents of University of Colorado	AR-US149-201648A Health - Annual DANCE Proficiency Assessment Registration	Paid by EFT # 36089		8/16/2016		110.00 Health
9768 Alexis Slivka	72916 Mileage - Mileage Reimbursement - July 2016	Paid by Check # 352759	7/29/2016		8/22/2016	14.26 Health
9768 Alexis Slivka	72916 Mileage - Mileage Reimbursement - July 2016	Paid by Check # 352759	7/29/2016		8/22/2016	11.40 Health
9768 Alexis Slivka	72916 Mileage - Mileage Reimbursement - July 2016	Paid by Check # 352759	7/29/2016		8/22/2016	26.51 Health
9779 System Solutions, Inc.	465648 INV #465648 PC Replacement-Speaker Bars	Paid by EFT # 36117	7/28/2016	8/10/2016	8/22/2016	288.00 Other- Countywide Expenses
9779 System Solutions, Inc.	465728 INV #465728 PC Replacement - Monitors	Paid by EFT # 36117	8/3/2016	8/10/2016	8/22/2016	453.90 Other- Countywide Expenses
9797 CamVac, Inc.	1048 KANELAND ESTATES COUNTRY LIFE INV 1048 EMERGENCY SERVICE	Paid by EFT # 35944	7/29/2016	8/9/2016	8/22/2016	4,000.00 Development
9856 Dynegy Energy Servicess, LLC	86370716071 JC, JJC JAIL 06/24-07/25/16	Paid by EFT # 35966	7/28/2016	8/9/2016	8/22/2016	33,434.88 Building Management
9856 Dynegy Energy Servicess, LLC	86370716071 JC, JJC JAIL 06/24-07/25/16	Paid by EFT # 35966	7/28/2016	8/9/2016	8/22/2016	8,553.11 Building Management
9856 Dynegy Energy Servicess, LLC	86370716071 JC, JJC JAIL 06/24-07/25/16	Paid by EFT # 35966	7/28/2016	8/9/2016	8/22/2016	35,767.55 Building Management
9856 Dynegy Energy Servicess, LLC	86371016071 7610795006; 141633747; Burlington Rd 06/27/16-07/25/16	Paid by EFT # 35968	7/28/2016	8/5/2016	8/22/2016	2,818.58 Transportation
9856 Dynegy Energy Servicess, LLC	86373016071 8185694006; Randall&Mason 06/21/16-07/19/16	Paid by EFT # 35967	7/22/2016	8/5/2016	8/22/2016	242.21 Transportation
9856 Dynegy Energy Servicess, LLC	86371116071 8019229002; 230075504; Randall/Fletcher 6/17/16-7/18/16	Paid by EFT # 35969	7/21/2016	8/5/2016	8/22/2016	186.28 Transportation
9882 Sylvia Shadab	32A-16 Spanish interp 8-1-15-16	Paid by EFT # 36099		8/16/2016		798.00 Judiciary and Courts
9883 Jessica Flynn	80316 PEV TRAINING	Paid by Check # 352654	8/3/2016		8/22/2016	252.00 Sheriff
9887 Lochmueller Group Inc.	12-2015-606 14-00214-28-CH RStearns/Randall/Stg5A P2Eng 06/06/16-06/30/16	Paid by EFT # 36044	7/22/2016		8/22/2016	20,708.30 Transportation
9949 Premier Technology Consultants, Inc.	20160720 Gengler 3809 16-02	Paid by EFT # 36077		8/12/2016		1,330.00 TAA 14
9952 Julia Ankenbruck	72416 JJC COUNCIL 6.5 HRS	Paid by EFT # 35921	8/8/2016		8/22/2016	162.50 State's Attorney
9952 Julia Ankenbruck	71716 JJC COUNCIL 21.5 HRS	Paid by EFT # 35921	8/8/2016		8/22/2016	537.50 State's Attorney
9952 Julia Ankenbruck	73116 JJC COUNCIL 18 HRS	Paid by EFT # 35921	8/8/2016		8/22/2016	450.00 State's Attorney
9952 Julia Ankenbruck	71016 JJC COUNCIL 17 HRS.	Paid by EFT # 35921	8/8/2016		8/22/2016	425.00 State's Attorney
9952 Julia Ankenbruck	70316 JJC COUNCIL 3 HRS	Paid by EFT # 35921	8/8/2016		8/22/2016	75.00 State's Attorney
9977 Christie Duffy	81016 Supply for Kane Co Leadership Summit	Paid by Check # 352635		8/16/2016		10.49 Development
9996 W A Management, Inc. (Waldschmidt & Assoc.)	150132 757 AUGUST	Paid by EFT # 36134		8/10/2016		139.28 Building Management
9996 W A Management, Inc. (Waldschmidt & Assoc.) 9996 W A Management, Inc. (Waldschmidt & Assoc.)	150127 57 AUGUST 150127 GC AUGUST	Paid by EFT # 36134		8/10/2016		645.14 Building Management
		Paid by EFT # 36134 Paid by EFT # 36134	7/20/2016		8/22/2016 8/22/2016	
9996 W A Management, Inc. (Waldschmidt & Assoc.)	150123 JC AUGUST					4,594.42 Building Management
9996 W A Management, Inc. (Waldschmidt & Assoc.)	150124 JJC AUGUST	Paid by EFT # 36134		8/10/2016		375.00 Building Management
9996 W A Management, Inc. (Waldschmidt & Assoc.) 9996 W A Management, Inc. (Waldschmidt & Assoc.)	150176 NORTH CAMPUS MULCHING	Paid by EFT # 36134		8/10/2016	8/22/2016 8/22/2016	4,940.00 Building Management
	150129 1240 AUGUST	Paid by EFT # 36134				240.28 Building Management

VENDOR			INVOICE		PAYMENT	INVOICE	
NUMBER VENDOR	INVOICE DESCRIPTION	STATUS	DATE	GL DATE	DATE	AMOUNT	DEPARTMENT
9996 W A Management, Inc. (Waldschmidt & Assoc.)	150128 1330 AUGUST	Paid by EFT # 36134					7 Building Management
9996 W A Management, Inc. (Waldschmidt & Assoc.)	150128 1530 A00031 150088 OCH MULCH	Paid by EFT # 36134		8/10/2016			0 Building Management
9996 W A Management, Inc. (Waldschmidt & Assoc.)	150131 OCH AUGUST	Paid by EFT # 36134		8/10/2016			0 Building Management
9996 W A Management, Inc. (Waldschmidt & Assoc.) 9996 W A Management, Inc. (Waldschmidt & Assoc.)	150125 SHERIFF AUGUST	Paid by EFT # 36134 Paid by EFT # 36134	7/20/2016		8/22/2016		4 Building Management
	71816 PEV - Malis - Exam 98-367						
10005 Corey Malis		Paid by EFT # 36047			8/22/2016		0 Information Technologies
10017 Mary L. Bauer	8/10/2016 Contractual Worker.	Paid by EFT # 35928		8/10/2016			5 County Clerk
10062 Brook Bailey	80216 7/1-7/27/16 mileage	Paid by Check # 352573	8/2/2016		8/22/2016		0 Circuit Clerk
10068 Beatris Beard	772 Travel to McHenry CC - 7/11-7/20/16	Paid by EFT # 35930		8/12/2016			54 TAA 14
10088 Wogen Child Care	779 Childcare for Brian Bell - 7/16-7/21/16	Paid by EFT # 36146			8/22/2016		0 WIA Trade Case Mgmt 15
10089 Kathy Schlichting	80216 7/6-7/29/16 mileage	Paid by EFT # 36097	8/2/2016		8/22/2016		0 Circuit Clerk
10122 Aracelli Mendez	80116 Mileage - Mileage Reimbursement - July 2016	Paid by Check # 352722	8/1/2016		8/22/2016		08 Health
10139 Alyse Plattos	72916 Mileage - Mileage Reimbursement - July 2016	Paid by Check # 352741	7/29/2016	8/4/2016	8/22/2016	25.0	6 Health
10139 Alyse Plattos	72916 Mileage - Mileage Reimbursement - July 2016	Paid by Check # 352741	7/29/2016	8/4/2016	8/22/2016	60.9	2 Health
10145 Colin Eggers	81016 PEV - Eggers - CompTIA Network+ ce Exam	Paid by EFT # 35972	8/10/2016	8/12/2016	8/22/2016	242.5	0 Information Technologies
10154 Carolina Imaging Products	171092 Toner-Black, Cyan, Magenta	Paid by EFT # 35946	7/27/2016	8/11/2016	8/22/2016	600.0	0 County Board
10154 Carolina Imaging Products	171095 Print Cartridges (MTC)	Paid by EFT # 35946	7/27/2016	8/8/2016	8/22/2016	196.0	0 County Auditor
10154 Carolina Imaging Products	171115 Toners	Paid by EFT # 35946		8/10/2016			0 County Clerk
10154 Carolina Imaging Products	170677 Toner	Paid by EFT # 35946			8/22/2016		0 County Clerk
10154 Carolina Imaging Products	171072 ADM TONER	Paid by EFT # 35946			8/22/2016		2 Court Services
10154 Carolina Imaging Products	171170 ADM TONER	Paid by EFT # 35946			8/22/2010		6 Court Services
	171019 KAN5890 KIDS PRGM TONER	Paid by EFT # 35946	7/20/2016		8/22/2010		0 Court Services
10154 Carolina Imaging Products							
10154 Carolina Imaging Products	170990 90A TONER	Paid by EFT # 35946	7/18/2016		8/22/2016		0 State's Attorney
10154 Carolina Imaging Products	171226 HP 90 A TONERS	Paid by EFT # 35946			8/22/2016		0 State's Attorney
10155 ABC Laser USA	200724588 Inv#200724588 - Toner	Paid by EFT # 35913		8/12/2016			5 Kane Comm
10167 Susan M. Ericson (vendor)	FFK49 Health - Fund Development Consultant for Fit For Kids	Paid by EFT # 35974	8/1/2016		8/22/2016		0 Health
10167 Susan M. Ericson (vendor)	FFK51 Health - Fund Development Consultant for Fit For Kids	Paid by EFT # 35974	8/15/2016	8/16/2016	8/22/2016	675.0	0 Health
10167 Susan M. Ericson (vendor)	FFK50 Health - Fund Development Consultant for Fit For Kids	Paid by EFT # 35974	8/15/2016	8/16/2016	8/22/2016	675.0	0 Health
10182 Jillian Shannon	80216 Mileage - Mileage Reimbursement - July 2016	Paid by EFT # 36100	8/2/2016	8/4/2016	8/22/2016	47.5	2 Health
10189 Brandi Wamhoff	72916 Health - Mileage Reimbursement - June 2016	Paid by EFT # 36135	7/29/2016	8/4/2016	8/22/2016	7.5	6 Health
10189 Brandi Wamhoff	72916 Health - Mileage Reimbursement - June 2016	Paid by EFT # 36135	7/29/2016	8/4/2016	8/22/2016	58.3	2 Health
10196 Michael Toniolo	81116 Election Mileage.	Paid by EFT # 36122	8/11/2016	8/12/2016	8/22/2016	67.2	3 County Clerk
10205 Shannon Jaffke	769 Jaffke 3042 16-07	Paid by EFT # 36018			8/22/2016		6 WIA 15
10214 G&K Services. Inc.	1172417025 86682-01 Uniform and Carpet Services, per contract	Paid by EFT # 35986	7/28/2016	8/8/2016			5 Transportation
10214 G&K Services, Inc.	1172420649 86682-01 **CREDIT** Maintenance uniforms & carpets	Paid by EFT # 35986	8/4/2016		8/22/2016		5 Transportation
10214 G&K Services, Inc.	1172422813 86682-01 Uniform and Carpet Services	Paid by EFT # 35986			8/22/2016		5 Transportation
10237 Jennifer AustinSmith	80816 Health - Transcription/Proofreading	Paid by EFT # 35925		8/11/2016			60 Health
10245 Jerry's Sewer Cleaning Service Inc	2913-F 04-00329-00-BR; JrchoOvrBlkbryCr.Const,Septic System Porposal	Paid by EFT # 36020	7/3/2016		8/22/2016		0 Transportation
10251 Active Excavating & Wrecking, Inc.	9215 MC 2014 JUN 0N522 Weaver Cir (Boffa Residence) Storm Line Repair	Paid by EFT # 35916		8/12/2016			0 Development
10257 Ashley Kurth	72916 7/1-7/22/16 mileage	Paid by Check # 352703			8/22/2016		8 Circuit Clerk
10258 Suzanne M Markin	80316 Travel to Elgin Area Commerce for meeting then to WDD	Paid by EFT # 36049	8/3/2016	8/12/2016	8/22/2016	7.8	0 WIA 15
10258 Suzanne M Markin	80316 Travel to Elgin Area Commerce for meeting then to WDD	Paid by EFT # 36049	8/3/2016	8/12/2016	8/22/2016	7.8	1 WIA 15
10282 Heather Fenn	80816 7/8-8/1/16 mileaage	Paid by Check # 352648	8/8/2016	8/8/2016	8/22/2016	24.8	4 Circuit Clerk
10289 Center for Information of Elgin	1526-07 Salary of Community Outreach Coordinator	Paid by EFT # 35948	8/3/2016	8/12/2016	8/22/2016	2,699.1	8 County Board
10293 Saint Charles Rowing Club	1553-03 Construction & Installation of Boating Dock	Paid by EFT # 36095	7/7/2016	8/12/2016	8/22/2016	2,000.0	0 County Board
10353 Tecnica Environmental Services, Inc	456-050 MEC - PROJECT #1601016PM 1222 S. UNION ST AURORA	Paid by EFT # 36118		7/15/2016			0 Environmental Managemen
10354 Erin Rauscher	80416 Health - Mileage Reimbursement - July 2016	Paid by Check # 352746			8/22/2016		7 Health
10395 Lorena Resendez	793 Travel to Church Creek, Ambria College - 3/14-6/30/16	Paid by EFT # 36090		8/12/2016			0 WIA 15
10402 Tower Works, Inc	66036 Inv#66036 dated 07/01/2016 - GE Tower work 05/27/2016	Paid by EFT # 36123			8/22/2016		0 Other- Countywide Expense
10402 Tower Works, Inc	66043 Inv#66043 dated 07/08/2016 - GE Tower Install	Paid by EFT # 36123		8/12/2016			0 Other- Countywide Expense
10402 Tower Works, Inc	66059 Inv#66059 dated 07/25/2016 AU PD Mount/Installation	Paid by EFT # 36123		8/12/2016			
		Paid by EFT # 35991					2 Other- Countywide Expense
10411 Lee Gasper	776 Travel to Savannah Technical College - 7/11-7/28/16				8/22/2016		8 TAA 14
10417 Hector Velazquez	8/9/2016 Contractual worker	Paid by EFT # 36130			8/22/2016		9 County Clerk
10417 Hector Velazquez	8/11/2016 Contractual worker.	Paid by EFT # 36130		8/10/2016			0 County Clerk
10434 Countryside Drainage LLC	2016309 LONGVIEW EST SUBD DRAIN TILE INV 2016309	Paid by EFT # 35955			8/22/2016		0 Development
10436 DAVID C KING	80116 mileage to bank	Paid by Check # 352699	8/1/2016		8/22/2016		9 Recorder
10451 Elodia Mejia	787 Travel to Computer Training Source - 7/25-7/28/16	Paid by EFT # 36053	8/5/2016	8/12/2016	8/22/2016	21.0	9 WIA 15
10493 Nick Homer	8/12/2016 Election worker	Paid by Check # 352670	8/12/2016	8/9/2016	8/22/2016	354.0	0 County Clerk
10498 Nagham Obaid	792 Travel to Microtrain - 7/23 & 7/30/16	Paid by EFT # 36066		8/12/2016			4 WIA 15
10509 Marco Technologies, LLC.	INV3510379 CONTRACT CN139128-01	Paid by EFT # 36048			8/22/2016		4 Judiciary and Courts
10536 First Responders Wellness Center, LLC	72716 JJC 07/27/16 CONSULTING	Paid by EFT # 35979	7/27/2016		8/22/2016		75 Court Services
10536 First Responders Wellness Center, LLC	80316 JJC CONSULTING	Paid by EFT # 35979			8/22/2010		0 Court Services
10536 First Responders Weilness Center, LLC 10548 World Wide Dictation Services of New York	1607131001 Heatlh - Transcription/Interpreter	Paid by EFT # 35979 Paid by EFT # 36147	7/31/2016		8/22/2016 8/22/2016		6 Health

	CLAIMS PAID REPORT					
NDOR			INVOICE		PAYMENT	INVOICE
MBER VENDOR	INVOICE DESCRIPTION	STATUS	DATE	GL DATE	DATE	AMOUNT DEPARTMENT
10555 Gabriella Figliozzi	80916 8/1-8/5/16 mileage	Paid by Check # 352649	8/9/2016	8/9/2016	8/22/2016	5.40 Circuit Clerk
10565 Hector Regalado	786 Travel Illinois Welding School - 5/23-6/22/16	Paid by Check # 352749	8/5/2016	8/12/2016	8/22/2016	398.78 WIA 15
10576 Formac Lorimer Books	558055 JJC titles	Paid by Check # 352655	1/18/2016	8/1/2016	8/22/2016	39.80 Law Library
10583 Slough Creek Joint Venture	16-218-1871 LongMeadowWetland Bank Credits, 2.602 Acres	Paid by EFT # 36103	7/26/2016	8/4/2016	8/22/2016	260,200.00 Transportation
10584 Jennifer KellFaivre	782 Travel to Microsoft Exel clases - 5/29-7/10/16	Paid by EFT # 36029	8/2/2016	8/12/2016	8/22/2016	187.42 WIA 15
LO593 QPIC, LLC	Kane County #1 2 Day Lean Government Boot Camp 8/1-2/16	Paid by EFT # 36085	8/2/2016	8/8/2016	8/22/2016	6,916.53 Finance
10603 Bruno Landa Campos	773 Travel to WCC - 7/18-7/27/16	Paid by EFT # 36037	8/5/2016	8/12/2016	8/22/2016	44.92 TAA 14
0612 Hector F. Maldonado	774 Travel to WCC - 7/18-7/27/16	Paid by EFT # 36046	8/5/2016	8/12/2016	8/22/2016	63.94 TAA 14
0615 Jan Anne Kralovec	8/2/2016 Election worker.	Paid by EFT # 36034	8/2/2016	8/9/2016	8/22/2016	1,075.00 County Clerk
0615 Jan Anne Kralovec	8/2/2016a Election worker.	Paid by EFT # 36034	8/2/2016	8/9/2016	8/22/2016	525.00 County Clerk
0615 Jan Anne Kralovec	8/8/2016 Election worker	Paid by EFT # 36034	8/8/2016	8/9/2016	8/22/2016	525.00 County Clerk
0628 Angelica Garcia	767 Travel to WCC - 6/23-7/14/16	Paid by EFT # 35989	7/25/2016	8/12/2016	8/22/2016	54.42 WIA 15
0628 Angelica Garcia	766 TB, vaccinations and fingerprinting fees	Paid by EFT # 35989	7/25/2016		8/22/2016	332.72 WIA 15
0640 Ketone Automotive, Inc.	106951 XX483775 Gal URE/Hardener UN1263	Paid by EFT # 36030	8/1/2016	8/8/2016	8/22/2016	143.92 Transportation
0640 Ketone Automotive, Inc.	106948 483775 Paint, primer, catalyst & thinner	Paid by EFT # 36030	8/1/2016	8/8/2016	8/22/2016	689.35 Transportation
0640 Ketone Automotive, Inc.	107125 XX483775 Solvent	Paid by EFT # 36030	8/10/2016	8/11/2016	8/22/2016	17.94 Transportation
.0641 Joyce Watkins	780 TravelToCmptrTrainingEmplymntSearches,CareerResource6/19-8/4/16	Paid by EFT # 36140	8/8/2016		8/22/2016	114.84 WIA 15
0647 Esperanza Miriam Fisher	788 Travel to WCC - 7/11-7/27/16	Paid by EFT # 35980	8/8/2016		8/22/2016	43.74 WIA 15
.0660 DeAno & Scarry, LLC	72116/12477 16CV2238	Paid by EFT # 35962	7/21/2016		8/22/2016	7,170.00 State's Attorney
0660 DeAno & Scarry, LLC	72116/12476 16C2220	Paid by EFT # 35962	7/21/2016	8/8/2016		5,170.00 State's Attorney
10672 Tia Glasgow 781 Travel to A Plus Healthcare - 7/11-7/23/16		Paid by EFT # 35994	8/5/2016		8/22/2016	57.59 WIA 15
0674 Helen M. Kavlock	790 Travel to WCC - 7/5-7/19/16	Paid by EFT # 36028	8/8/2016		8/22/2016	67.77 WIA 15
0680 Kaitlyn Barten	80216 5/24-7/28/16 mileage	Paid by Check # 352575	8/2/2016		8/22/2016	432.00 Circuit Clerk
10684 Prime Time Window Cleaning, Inc 37988 JC WINDOW CLEANING		Paid by EFT # 36080	7/6/2016		8/22/2016	3,750.00 Building Management
L0685 Citizen Participation Institute	101 Local Elections Guide - 2017	Paid by EFT # 35950	8/3/2016		8/22/2016	1,480.00 County Clerk
10687 Michelle Mueller	784 Travel to Directions(Chicago) - 6/27-7/1/16	Paid by EFT # 36059	8/8/2016		8/22/2016	244.35 WIA 15
0688 Rashun J. Wright	785 Travel to Advantage - 3/14-8/5/16	Paid by Check # 352792	8/8/2016		8/22/2016	1,200.00 WIA 15
.0690 Azad Talabani	783 Travel to Computer Training - 3/7-8/4/16	Paid by Check # 352768	8/5/2016		8/22/2016	377.52 WIA 15
.0691 Kristine Osman Butts	770 Osman-Butts 3826 16-02	Paid by EFT # 35941	8/5/2016			62.00 WIA 15
0693 Cove Remediation ,LLC	15-19800 Asbestos / Demo 1565 Dearborn Ave Aurora, IL	Paid by EFT # 35956	6/23/2016		8/22/2016	5,850.00 Environmental Managem
	3485	Paid by EFT # 36023	7/24/2016	8/8/2016		48.00 State's Attorney
	72116	Paid by EFT # 36033	7/21/2016		8/22/2016	651.00 State's Attorney
	71316	Paid by EFT # 36114	7/13/2016	8/8/2016		93.00 State's Attorney
	71516	Paid by Check # 352645	7/15/2016		8/22/2016	21.00 State's Attorney
	71816	Paid by EFT # 35990	7/18/2016		8/22/2016	42.00 State's Attorney
	3123396-0	Paid by EFT # 36137	7/13/2016		8/22/2016	1,040.00 State's Attorney
	71816	Paid by EFT # 36022	7/18/2016		8/22/2016	12.00 State's Attorney
	GRL 6/9/16	Paid by EFT # 36045	6/9/2016	8/15/2016		450.00 Public Defender
	JLJ 7/18/16	Paid by EFT # 36022	7/18/2016		8/22/2016	75.50 Public Defender
	MJD 8/9/16	Paid by EFT # 35958	8/9/2016		8/22/2016	75.00 Public Defender
	3489	Paid by EFT # 36023	8/4/2016		8/22/2016	8.00 State's Attorney
	12379/171408,420	Paid by EFT # 36043	8/9/2016	8/9/2016		172.00 State's Attorney
L0337 IPBC	2016-00001236 Health Insurance Payment	Paid by EFT # 36336	8/23/2016		8/23/2016	1,295,668.94 Other- Countywide Expen
L0337 IPBC	2016-00001236 Health Insurance Payment	Paid by EFT # 36336	8/23/2016		8/23/2016	2,276.96 Other- Countywide Expen
8258 CCMSI	2016-00001238 Liability Claims Reimbursement Mechanical	Paid by EFT # 36337	8/30/2016		8/30/2016	29,049.00 Human Resource Manage
9763 The Guardian Life Insurance Company	2016-00001239 Dental Payment	Paid by EFT # 36338	8/30/2016		8/30/2016	57,963.13 Other- Countywide Expen
		Paid by EFT # 36338	8/30/2016		8/30/2016	9,524.56 Other- Countywide Expen
10323 Vision Service Plan of Illinois, NFP	2016-00001240 Vision Insurance Payment					

TOTAL CLAIMS PAID

7,805,821.46



# **RESOLUTION/ORDINANCE EXECUTIVE SUMMARY**

# Resolution No.

Authorizing Grand Victoria Riverboat Funding for Internal Projects for FY2017

**Committee Flow:** Finance and Budget Committee, Executive Committee, County Board **Contact:** Scott Berger, 630.208.5351

### Budget Information:

Was this item budgeted? Pending	Appropriation Amount: \$3,500,944				
If not budgeted, explain funding source: Grand Victoria Casino Elgin					

### Summary:

The attached resolution authorizes the use of Grand Victoria Riverboat funding for various projects/programs sponsored by internal county offices/departments in Fiscal Year 2017. The authorization includes \$1,242,331 awarded to offices/departments in previous fiscal years but not expended, and \$2,258,613 in new awards for Fiscal Year 2017, for a total authorized amount of \$3,500,944. The amounts contained in the resolution have been reviewed and approved by the County Board's Riverboat Committee.

### **RESOLUTION NO.**

### AUTHORIZING GRAND VICTORIA RIVERBOAT FUNDING FOR INTERNAL PROJECTS FOR FY2017

WHEREAS, under an agreement between Kane County and the Grand Victoria Casino Elgin, the county receives an annual contribution from the casino to support a variety of educational, environmental, and economic development activities; and

WHEREAS, various Kane County offices and departments have important and relevant projects/programs that meet the requirements of the Grand Victoria Riverboat Fund Program; and

WHEREAS, the Kane County Board's Riverboat Committee has solicited and reviewed applications from said offices/departments, and reviewed the status of prior-year funding provided to said offices/departments and found some to have unexpended and unobligated fund balances; and

WHEREAS, the Riverboat Committee has issued recommendations for the use of prior-year funding amounts during Fiscal Year 2017, and the allocation of additional funding awards for Fiscal Year 2017.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the following funding amounts, which were awarded in previous fiscal years, are authorized for use during Fiscal Year 2017.

Fund	Office/Dept.	Project/Program	Amount	Source
120	Human Resources	Tuition Reimbursement	\$43,200	Fund 120 Fund Balance
221	State's Attorney	Drug Prosecution	\$179,435	Fund 221 Fund Balance
222	State's Attorney	Victim Coordinator Services	\$35,911	Fund 222 Fund Balance
223	State's Attorney	Domestic Violence	\$160,000	Fund 223 Fund Balance
230	State's Attorney	Child Advocacy Center	\$260,865	Fund 230 Fund Balance
400	Development	Economic Development	\$73,167	Fund 400 Fund Balance
430	County Board	Farmland Preservation	\$424,077	Fund 430 Fund Balance
650	Environmental Mgmt.	Recycling Program	\$20,676	Fund 650 Fund Balance
650	Development	Demolition Program	\$45,000	Fund 650 Fund Balance
Total			\$1,242,331	

BE IT FURTHER RESOLVED by the Kane County Board that the following funding amounts are awarded for Fiscal Year 2017.

Fund	Office/Dept.	Project/Program	Amount	Source
120	Environmental Mgmt.	Stormwater Ordinance Update	\$100,000	120.010.020.50150 Contractual/Consulting
220	State's Attorney	Title IV-D	\$20,325	120.010.020.99000 Transfer to Other Funds
223	State's Attorney	Domestic Violence	\$318,789	120.010.020.99000 Transfer to Other Funds

230	State's Attorney	Child Advocacy Center	\$246,546	120.010.020.99000 Transfer to Other Funds
273	Court Services	Drug Court	\$516,029	120.010.020.99000 Transfer to Other Funds
275	Court Services	Juvenile Drug Court	\$20,455	120.010.020.99000 Transfer to Other Funds
350	Health	Fit for Kids	\$78,000	120.010.020.99000 Transfer to Other Funds
350	Health	Kane Kares	\$188,145	120.010.020.99000 Transfer to Other Funds
390	Information Tech.	Web Technical Services	\$213,000	120.010.020.99000 Transfer to Other Funds
407	Development	Quality of Kane	\$20,000	120.010.020.99000 Transfer to Other Funds
420	Environmental Mgmt.	Stormwater Mgmt. (NPDES & Gages)	\$63,000	120.010.020.99000 Transfer to Other Funds
430	County Board	Farmland Preservation	\$300,000	120.010.020.99000 Transfer to Other Funds
650	Environmental Mgmt.	Recycling Program	\$94,324	120.010.020.99000 Transfer to Other Funds
650	Development	Demolition Program	\$30,000	120.010.020.99000 Transfer to Other Funds
001	County Board	Community Outreach Coordinator	\$50,000	120.010.020.99000 Transfer to Other Funds
Total			\$2,258,613	

Line Item	Line Item Description	Was Personnel/Item/Service approved in original budget or a subsequent budget revision?	Are funds currently available for this Personnel/Item/Service in the specific line item?	If funds are not currently available in the specified line item, where are the funds available?
Various Fund Balances 120.010.020.45420 120.010.020.50150 120.010.020.99000	Various Tuition Reimbursement Contractual/Consulting Transfer to Other Funds	Pending Budget Approval Pending Budget Approval Pending Budget Approval Pending Budget Approval	Yes	N/A

Passed by the Kane County Board on October 11, 2016.

John A. Cunningham Clerk, County Board Kane County, Illinois Christopher J. Lauzen Chairman, County Board Kane County, Illinois

Vote:

16-10 GVRF Internal FY2017



# **RESOLUTION/ORDINANCE EXECUTIVE SUMMARY**

## Ordinance No.

Amending Chapter 7 Article III of the Kane County Code (Emergency Telephone System Board)

**Committee Flow:** Finance and Budget Committee, Executive Committee, County Board **Contact:** Adam Tedder, 630.444.1238

### Budget Information:

Was this item budgeted? N/A	Appropriation Amount: N/A
If not budgeted, explain funding source:	

### Summary:

The County as defined in the Emergency Telephone System Act (50 ILCS 750; Section 15.4) shall establish an Emergency Telephone System Board. The proposed ordinance replaces the existing ordinance and incorporates several changes regarding composition of the board and the appointments.

- 1. Reduces the membership of the board from 9 members to 7.
- 2. Provides for the appointment of two police chiefs; two fire chiefs; the Sheriff; a member of the public; and the Chairman's appointment.
- 3. Provides for appointment recommendations.
- 4. Authorizes the Chairman to make the appointments.
- 5. Eliminates requirement of elected officers of municipalities to provide written concurrence for disbursement of ETSB Reserve Funds which is contrary to State of Illinois statutes.
- 6. Authorizes ETSB to accept additional member communities to the Kane ETSB.
- 7. Eliminates designated alternates and requires appointees to be present.

### COUNTY OF KANE

### ORDINANCE NO.

### AMENDING CHAPTER 7 ARTICLE III OF THE KANE COUNTY CODE (EMERGENCY TELEPHONE SYSTEM BOARD)

WHEREAS, the Kane County Board deems it to be necessary and desirable to amend Chapter 7 of the Kane County Code to amend the provisions relative to the membership, manner of appointment and operation of the Kane County Emergency Telephone System Board.

NOW, THEREFORE, BE IT ORDAINED by the KANE COUNTY BOARD, as follows:

Section 1: The existing Section 7-50 of the Kane County Code is hereby deleted in its entirety.

Section 2: The Kane county Code is hereby amended by inserting a revised Section 7-50 as follows:

### SECTION 7-50. EMERGENCY TELEPHONE SYSTEM BOARD

There is hereby created a Kane County Emergency Telephone System Board (the "Board") consisting of nine (9) seven (7) members, as follows:

1. A public member who is a resident of the territory included within the Kane County ETSB region;

2. One member each who shall be representative of the public safety agencies of the following municipalities: City of Aurora, Village of North Aurora, City of St. Charles, City of Batavia, City of Geneva, and the Village of Sugar Grove for a total of six members. The Chief Executive of the designated public safety agencies may designate in writing an alternative to serve on the Board in their absence; Two members representing the Kane County Police Chiefs

- 3. Two members representing the Kane County Fire Chiefs;
- 34. The Sheriff of Kane County or his designee;
- 45. One member designated by the Chairman of the Kane County Board.

All members shall be appointed on the basis of their ability and experience and shall serve without compensation, but shall be reimbursed for their actual and necessary expenses. The members of the Board shall be appointed by the Chairman of the Kane County Board. and shall serve at his or her discretion. The Chairman of the Kane County Board shall seek recommendations as to the appointment of the Police Chief and Fire Chief Representatives but shall not be bound by those recommendations. A quorum of the Board shall consist of a majority of the duly appointed members of the Board. All appointments to the Board heretofore made shall terminate on the adoption of this Section by ordinance. The chief executive officers of the respective municipalities may recommend to the County Board Chairman one or more nominees for each member to be appointed, who shall make the appointment from the names submitted or who may reject the nominees so recommended and request additional names to be submitted.

The term of office of the members appointed to the Kane County Emergency Telephone System Board shall be for a period of three years. One-third two of the membership of the Board shall have their terms expire on January 1, 20152018. One-third two of the membership of the Board shall have their terms expire on January 1, 20162019. The remaining Board members' terms-shall expire on January 1, 2017 2020. Board members may be re-appointed upon the expiration of their terms by the Chairman of the Kane County Board.

The powers and duties of the Kane County Emergency Telephone System Board shall be as follows:

- (1) Planning of "911" system(s);
- (2) Planning for and recommending improvements and upgrades to the "911" system(s);
- (3) Coordinating and supervising the implementation, upgrading or maintenance of the system, including the establishment of equipment specifications and coding systems;
- (4) Receiving monies from the surcharge imposed under Section 7-42 of this Code, the Illinois Compiled Statutes and from any source for deposit into the emergency telephone system fund;
- (5) Authorizing all disbursements from this emergency system telephone system fund; provided, however, that no disbursements from the Reserve Fund existing as of June 9, 2015 shall be made by the Board except with the written concurrence of any, five of the following: the chief elected officers of the six municipalities with representation on the Board, and the Chairman of the County Board;
- (6) Hiring any staff or consultants necessary for the planning, implementation or upgrade to the system;
- (7) Authorize and accept additional member communities to the Kane County Emergency Telephone System.

Passed by the Kane County Board on October 11, 2016.

John A. Cunningham Clerk, County Board Kane County, Illinois Christopher J. Lauzen Chairman, County Board Kane County, Illinois

Vote:

16-10 ETSB Code Change



# **RESOLUTION/ORDINANCE EXECUTIVE SUMMARY**

# Ordinance No.

Authorizing the Issuance by the County of Kane, Illinois, of General Obligation Bonds (Alternate Revenue Source) in an Aggregate Principal Amount not to exceed \$ 55,500,000 for the purpose of Funding all or a Portion of the Unfunded Illinois Municipal Retirement Fund (IMRF) Liability of said County, including Prepayment of, and providing a Budget Stabilization Fund for, such Liability

**Committee Flow:** Finance and Budget Committee, Executive Committee, County Board **Contact:** Joseph Onzick, 630.208.5113

### Budget Information:

Was this item budgeted? N/A	Appropriation Amount: N/A
If not budgeted, explain funding source:	

### Summary:

This Ordinance authorizes the issuance of Pension Obligation Bonds and creation of a Budget Stabilization Fund.

COUNTY OF KANE

#### ORDINANCE NO.

#### AUTHORIZING THE ISSUANCE BY THE COUNTY OF KANE, ILLINOIS, OF GENERAL OBLIGATION BONDS (ALTERNATE REVENUE SOURCE) IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$ 55,500,000 FOR THE PURPOSE OF FUNDING ALL OR A PORTION OF THE UNFUNDED ILLINOIS MUNICIPAL RETIREMENT FUND (IMRF) LIABILITY OF SAID COUNTY, INCLUDING PREPAYMENT OF, AND PROVIDING A BUDGET STABILIZATION FUND FOR, SUCH LIABILITY

WHEREAS, The County of Kane, Illinois (the "County"), is a duly organized and existing unit of local government created and existing under the provisions of the laws of the State of Illinois, and is now operating under the provisions of the Counties Code of the State of Illinois, as amended; and

WHEREAS, in order to fund all or a portion of the County's unfunded Illinois Municipal Retirement Fund (IMRF) liability, including prepayment of, and providing a budget stabilization fund for, such liability, the County Board of the County (the "Board") has determined that it is necessary and in the best interests of the County that the County borrow an amount not to exceed \$55,500,000 and, in evidence thereof, issue alternate bonds in an aggregate principal amount not to exceed \$55,500,000, all in accordance with the Local Government Debt Reform Act of the State of Illinois, as amended (the "Act"); and

WHEREAS, the revenue source that will be pledged to the payment of the principal of and interest on the alternate bonds will be taxes levied upon all taxable property in the County for Illinois Municipal Retirement Fund purposes, to the fullest extent permitted by law, including Section 7 of the Pension Code of the State of Illinois, as amended (the "Pledged Revenues"); and

WHEREAS, if the Pledged Revenues are insufficient to pay the alternate bonds, ad valorem property taxes upon all taxable property in the County without limitation as to rate or amount are authorized to be extended to pay the principal of and interest on the alternate bonds:

NOW, THEREFORE, BE IT ORDAINED as follows:

Section 1. Incorporation of Preambles. The Board hereby finds that all of the recitals contained in the preambles to this Ordinance are full, true and correct and does incorporate them into this Ordinance by this reference.

Section 2. Determination to Issue Bonds. In order to pay all or a portion of the County's outstanding unfunded IMRF liability, including prepayment of, and providing a budget stabilization fund for, such liability, it is necessary and in the best interests of the County that the County borrow an amount not to exceed \$55,500,000 and, in evidence thereof, alternate bonds of the County are hereby authorized to be issued and sold in an aggregate principal amount not to exceed \$55,500,000 (the "Bonds").

Section 3. Publication. This Ordinance, together with a notice in the statutory form, shall be published in the Daily Herald, being a newspaper having general circulation in the County. If no petition, signed by not less than 20,993 electors of the County (said number of electors being equal to 7.5% of the registered voters in the County) asking that the question of the issuance of the Bonds be submitted to referendum, is filed with the County Clerk of the County (the "County Clerk") within

30 days after the date of the publication of this Ordinance and said notice, then the Bonds shall be authorized to be issued. A petition form shall be provided by the County Clerk to any individual requesting one.

Section 4. Additional Ordinances. If no petition meeting the requirements of applicable law is filed during the petition period hereinabove referred to, then the Board may adopt additional ordinances or proceedings supplementing or amending this Ordinance providing for the issuance and sale of the Bonds, and prescribing all the details of the Bonds, so long as the maximum aggregate principal amount of the Bonds as set forth in this Ordinance is not exceeded and there is no material change in the purposes described herein. Such additional ordinances or proceedings shall in all instances become effective immediately without publication or posting or any further act or requirement. This Ordinance, together with such additional ordinances or proceedings, shall constitute complete authority for the County to issue the Bonds in accordance with applicable law.

Section 5. Severability. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

Section 6. Repealer and Effective Date. All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed and this Ordinance shall be in full force and effect forthwith upon its adoption.

Passed by the Kane County Board on October 11, 2016.

John A. Cunningham Clerk, County Board Kane County, Illinois Christopher J. Lauzen Chairman, County Board Kane County, Illinois

Vote:

16-10 PO Bond



# Resolution No.

Authorizing Exploration of Non-Property Tax Revenue Alternatives

**Committee Flow:** Finance and Budget Committee, Executive Committee, County Board **Contact:** Joseph Onzick, 630.208.5113

# Budget Information:

Was this item budgeted? Y	Appropriation Amount: \$25,375	
If not budgeted, explain funding source:		

### Summary:

This resolution authorizes the Chairman to enter into three consulting agreements with Schain Banks for fiber optics infrastructure (\$10,000), cell phone mini-amplifiers (\$7,875) and conversion of waste to fuel (\$7,500) projects.

STATE OF ILLINOIS

COUNTY OF KANE

#### RESOLUTION NO.

#### AUTHORIZING EXPLORATION OF NON-PROPERTY TAX REVENUE ALTERNATIVES

WHEREAS, the Kane County Board on at least two occasions has publically expressed their unanimous consensus that it wishes the County and its Chairman to pursue projects that might generate non-property tax revenue to relieve pressure to raise property taxes; and

WHEREAS, the Kane County Board therefore deems it prudent to explore the possibilities of generating revenue through the leasing of the County's fiber optics infrastructure, the leasing of the County's light poles for placement of cell phone mini-amplifiers, and/or the municipal conversion of solid waste into fuel; and

WHEREAS, the Kane County Board has the opportunity to utilize the services of a consultant who may be an engineer, lawyer or accountant by profession and who is uniquely qualified to provide business consulting and advice regarding strategy, relationships, regulation and legislation in these areas; and

WHEREAS, there is a dispute regarding whether these contracts are defined as "consulting" or "legal".

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Chairman is hereby authorized to enter into three (3) separate consulting agreements with Schain Banks for the following business consulting services: 1) regarding the leasing of the County's fiber optics infrastructure for a retainer amount of \$10,000, 2) regarding the leasing of the County's light poles for placement of cell phone mini-amplifiers for a retainer amount of \$7,875, and 3) regarding the conversion of waste into fuel for a retainer amount of \$7,500; and

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Kane County Board clarifies, defines and declares that these contracts with Schain Banks are "consulting" since they include the additional aspects of consultation regarding strategy, relationships, legislation and regulations.

Passed by the Kane County Board on October 11, 2016.

John A. Cunningham Clerk, County Board Kane County, Illinois Christopher J. Lauzen Chairman, County Board Kane County, Illinois

Vote:

16-10 Non Prop Tax Rev



# Resolution No.

Advancing the Development of Minority Entrepreneurship (ADME) Incentive Program for Kane County (Priorities 2, 5, and 6)

**Committee Flow:** Executive Committee, County Board **Contact:** Christopher Toth, 630.232.3491

# Budget Information:

Was this item budgeted? Yes	Appropriation Amount: \$15,000.00
If not budgeted, explain funding source: N/A	

# Summary:

The Illinois Department of Commerce has developed the Advancing the Development of Minority Entrepreneurship (ADME) Program in order to strengthen Illinois' start-up and small business community by tapping into the potential of minority entrepreneurs. This resolution approves a proposed pilot grant program utilizing the existing ADME program to maximize effectiveness for outreach, application review, monitoring, and grant administration. The fund for this program, \$15,000, will come from already allocated but unused export grant funds.

#### **RESOLUTION NO.**

#### ADVANCING THE DEVELOPMENT OF MINORITY ENTREPRENEURSHIP (ADME) INCENTIVE PROGRAM FOR KANE COUNTY (PRIORITIES 2, 5, AND 6)

WHEREAS, The Kane County Board established the Jobs Committee to provide guidance to the County Board on all matters pertaining to job retention and creation in Kane County with the objective to maintain and increase employment in Kane County and to promote the creation of more jobs that pay higher wages, especially in the private economy; and

WHEREAS, Advancing the Development of Minority Entrepreneurship (ADME) is an investment program developed by the Illinois Department of Commerce to strengthen Illinois' startup and small business community by tapping into the potential of minority entrepreneurs; and

WHEREAS, Kane County is home to a thriving start-up and small business ecosystem. ADME builds on that by tapping into the potential of underrepresented communities. ADME will identify high-potential minority entrepreneurs in Kane County and provide start to finish support to help them grow their business; and

WHEREAS, This proposed pilot grant program will utilize ADME to maximize effectiveness for outreach, application review, monitoring, reporting, and grant administration; and

WHEREAS, Kane County would like to make Fifteen Thousand Dollars (\$15,000.00) of the funds in Fund 400 available for entrepreneur grants.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that:

- 1. The Kane County Minority Entrepreneurship Grant Program is approved as a one-time pilot program.
- 2. Grants for up to Two Thousand Five Hundred Dollars (\$2,500.00) per grant may be approved by the Jobs Committee of the County Board based on the review and recommendations of the Illinois Department of Commerce.
- 3. That the Director of the Development & Community Services Department is authorized to sign grant agreements for up to Two Thousand Five Hundred Dollars (\$2,500.00) per grant based on the approval of the Jobs Committee.
- 4. The total funds expended on all grants will not exceed Fifteen Thousand Dollars (\$15,000.00).

Line Item	Line Item Description	Was Personnel/Item/Service approved in original budget or a subsequent budget revision?	Are funds currently available for this Personnel/Item/Service in the specific line item?	If funds are not currently available in the specified line item, where are the funds available?
400.690.710.55000	Economic Development Misc. Expenses	Yes	Yes	N/A

Passed by the Kane County Board on October 11, 2016.

John A. Cunningham Clerk, County Board Kane County, Illinois Christopher J. Lauzen Chairman, County Board Kane County, Illinois

Vote:

16-10 ADME Incentive



# Resolution No.

Proclaiming October 23 through 31, 2016, as Red Ribbon Week in Kane County, Illinois

**Committee Flow:** Judicial/Public Safety Committee, Executive Committee, County Board **Contact:** Don Kramer, 6302082000

### Budget Information:

Was this item budgeted? N/A	Appropriation Amount: N/A
If not budgeted, explain funding source: N/A	

### Summary:

Proclaimed by Congress in 1988, Red Ribbon Week is a week-long tribute in October that unites citizens across the country to raise awareness against the devastating effects that alcohol, tobacco, and drug abuse has on family relationships and the community at large. The Red Ribbon is a symbol of our community commitment to drug abuse prevention; and, recognition of all the dedicated professionals who serve and work in the field of prevention and substance abuse.

#### COUNTY OF KANE

#### **RESOLUTION NO.**

#### PROCLAIMING OCTOBER 23 THROUGH 31, 2016, AS RED RIBBON WEEK IN KANE COUNTY, ILLINOIS

WHEREAS, in 1985, the Red Ribbon Campaign began as a means to promote the importance of an active healthy, drug-free lifestyle in children and young adults; and

WHEREAS, the Red Ribbon was selected in 1985 as symbol to commemorate Drug Enforcement Agent, Enrique "Kiki" Camarena, whose life was tragically cut short while serving his country; and

WHEREAS, in 1988 under the leadership of the National Family Partnership, and honorary chairperson Nancy Reagan, Congress officially proclaimed Red Ribbon Week; and

WHEREAS, since that time, during a week-long tribute in October, citizens across the country unite to raise awareness against the devastating effects that alcohol, tobacco, and drug abuse has on family relationships and the community at large; and

WHEREAS, the use and distribution of illegal drugs is a growing concern in Kane County and across the Nation; and

WHEREAS, drug-related problems plague all segments of society; and, it is imperative that community leaders band together in support of drug prevention and the dangers of drugs; and

WHEREAS, wearing the Red Ribbon is a symbol that encourages anyone in need to seek assistance, as well as recognizes the dedicated individuals who provide education in the field of alcohol, tobacco, and drug abuse awareness, and the determined law enforcement officers who protect children and young adults from the constant stream of illegal drugs.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board and the Chairman thereof encourages all community leaders to recognize the Red Ribbon as a symbol of zero tolerance and commitment to drug abuse prevention; and, that October 23-31, 2016, is proclaimed Red Ribbon Week in Kane County.

Passed by the Kane County Board on October 11, 2016.

John A. Cunningham Clerk, County Board Kane County, Illinois Christopher J. Lauzen Chairman, County Board Kane County, Illinois

Vote:

16-10 Red Ribbon Wk



# Resolution No.

Authorizing Kane County Court Services Drug and Alcohol Assessment and Education Provider List

**Committee Flow:** Judicial/Public Safety Committee, Executive Committee, County Board **Contact:** Latanya Hill, 630.444.2951

## Budget Information:

Was this item budgeted? Yes	Appropriation Amount: \$200,000	
If not budgeted, explain funding source: Probation Fees		

## Summary:

Court Services is adopting a fee for service model in our contracts with community agencies who provide court ordered drug and alcohol assessments for our sentenced offenders and for those who may have urine tests indicating drug use while under the court's jurisdiction. An RFQ was issued and a final provider list will be established upon contract signature with each individual agency. This model allows for client choice as we as setting certain data collection needs and outcome measures which are in line with evidenced based practices.

These services are to be paid from collected probation fees and has been budgeted for. There is no impact on the general fund.

#### COUNTY OF KANE

#### **RESOLUTION NO.**

#### AUTHORIZING KANE COUNTY COURT SERVICES DRUG AND ALCOHOL ASSESSMENT AND EDUCATION PROVIDER LIST

WHEREAS, the Sixteenth Judicial Circuit Court has the authority to direct adult and juvenile offenders to participate in assessment and education services by individual court order (730 ILCS 5/5-6-3(b)(4) and 405/5-720(7)); and

WHEREAS, the Kane County Court Services Department (the Department) has requested professional services to be provided for offenders under the Department's supervision; and

WHEREAS, the Department is interested in obtaining specific professional services for offenders that align with the Department's goals of implementing Evidenced Based Practices in order to reduce recidivism; and

WHEREAS, the Department has issued a Request for Qualification (RFQ) seeking all qualified drug and alcohol providers that provide services to residents in Kane County and from those responses will update an established Providers List that will include Tools for Life, Renz Addiction Counseling Center, Braden Counseling Center, Transitional Alternative Reentry Initiative, Breaking Free, Latino Treatment Center, Gateway Foundation, Professional Consultations, and Care Clinics as providers; and

WHEREAS, the Providers on the list are in the business of offering such services to the community they serve and are willing to provide such services to the Department's referred offenders; and

WHEREAS, the Department supervises offenders who may have need to obtain drug and alcohol assessment or who may be subject to obtaining drug and alcohol assessment and education as a condition of compliance with administrative sanctions (730 ILCS 5/5-6-3(b)(4) and 405/5 720 (7)); and

WHEREAS, the Department wishes to collaborate with community based drug and alcohol providers who agree to collect and report outcome data to enhance services and support the goals of implementing Evidence Based Practices.

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board is notified that the Chief Judge of the 16<sup>th</sup> Judicial Circuit will be entering into agreements with the listed Providers to provide drug and alcohol assessments and educational classes for offenders as referred by the Court Services Department, which in aggregate shall not exceed \$200,000 annually and paid from Special Fund 270, but with no guaranteed minimum per agency as referrals are based on individual assessed need with no-prepayment of services, with a guaranteed base payment of \$65 per assessment as fee for services and \$30.00/hour for group sessions only for Early Intervention Program services (EIP) (educational classes). EIP classes will not exceed ten sessions or \$300 as fee for services.

Passed by the Kane County Board on October 11, 2016.

John A. Cunningham Clerk, County Board Kane County, Illinois Christopher J. Lauzen Chairman, County Board Kane County, Illinois

Vote:

16-1011 Drug/Alcohol Providers



# Resolution No.

Approving Adopt-A-Highway Program Applicants

**Committee Flow:** Transportation Committee, Executive Committee, County Board **Contact:** Tom Rickert, 630.406.7305

# Budget Information:

Was this item budgeted? N/A	Appropriation Amount: N/A
If not budgeted, explain funding source: N/A	

## Summary:

Pursuant to Kane County Board Ordinance No. 13-267 (Kane County Adopt-A-Highway Program), staff requests consideration of the attached resolution which approves the Adopt-A-Highway applicants.

### NEW APPLICANTS: SEPTEMBER

1. Skills USA Hampshire High School Team - Big Timber Road from Gast Rd. to Route 20 2.40 miles - both sides

#### **RESOLUTION NO.**

#### APPROVING ADOPT-A-HIGHWAY PROGRAM APPLICANTS

WHEREAS, the Illinois Highway Code of the Illinois Compiled Statutes (605 ILCS 120/1 *et seq.*) provides for the establishment of Adopt a Highway Programs by counties and various units of government throughout the State of Illinois to support anti-litter efforts by allowing groups of private citizens to adopt a segment of highway for the purpose of litter and refuse collection; and

WHEREAS, the County has enacted and otherwise established, pursuant to Kane County Board Ordinance No. 13-267, the Kane County Adopt-A-Highway Program in conformance with the Illinois Highway Code, which program is intended to assist the County in its efforts to remove refuse and litter from County highway right of way and otherwise beautify the County Highway System; and

WHEREAS, those groups whose names are set forth in the list below (a copy of which is on file in the office of the Kane County Clerk) have submitted applications for participation in the Kane County Adopt-A-Highway Program; and

WHEREAS, each of the groups' applications have been reviewed and approved by the County Engineer of Kane County and have subsequently been approved by the Transportation Committee of the Kane County Board; and

WHEREAS, the approval of the applicants for participation in the Kane County Adopt-A-Highway Program will facilitate the County's litter collection efforts on County highways and will aid in the beautification of all County highways whether in urban or rural areas of the County.

NOW, THEREFORE, BE IT RESOLVED by the County Board of Kane County that the applicant(s) listed below for participation in the Kane County Adopt-A-Highway Program are hereby approved.

Applicant	Road	<b>Distance</b>
Skills USA Hampshire High School Team	Big Timber Rd Gast Rd. to Rt. 20	2.40 mile
(New)		(both sides)

BE IT FURTHER RESOLVED that the County Engineer of Kane County is hereby directed to notify all applicant(s) of the approval of their application and to execute, on behalf of the County of Kane, the Kane County Adopt-A-Highway Program Agreement with said applicant(s).

Passed by the Kane County Board on October 11, 2016.

John A. Cunningham Clerk, County Board Kane County, Illinois Christopher J. Lauzen Chairman, County Board Kane County, Illinois

Vote:

16-10 Adopt-A-Highway



# Resolution No.

Approving an Intergovernmental Agreement with the State of Illinois for Construction and Construction Engineering Services, Longmeadow Parkway Section D from East of Illinois Route 25 to Illinois Route 62, Kane County Section No. 13-00215-30-PV

**Committee Flow:** Transportation Committee, Executive Committee, County Board **Contact:** Tom Rickert, 630.406.7305

# Budget Information:

Was this item budgeted? N/A	Appropriation Amount: N/A
If not budgeted, explain funding source: N/A	

# Summary:

Attached is an intergovernmental agreement with IDOT that will provide for State reimbursement towards a portion of the Longmeadow Parkway Corridor Section D - East of IL25 to IL62. State funds will provide an estimated \$6,215,000 (57%) of the estimated \$11,066,854 total amount. The local (County) match is estimated to be \$4,851,853.

COUNTY OF KANE

#### RESOLUTION NO.

#### APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ILLINOIS FOR CONSTRUCTION AND CONSTRUCTION ENGINEERING SERVICES, LONGMEADOW PARKWAY SECTION D FROM EAST OF ILLINOIS ROUTE 25 TO ILLINOIS ROUTE 62, KANE COUNTY SECTION NO. 13-00215-30-PV

WHEREAS, the Illinois Constitution of 1970, Article VII, Section 10 and the Illinois Compiled Statutes, (5 ILCS 220/1, *et seq.*) authorizes the County of Kane (County) and the State of Illinois (State) to cooperate in the performance of their respective duties and responsibilities by contract and other agreements; and

WHEREAS, the County and the State, through the Illinois Department of Transportation, desire to cooperate among themselves to accomplish the improvement of Longmeadow Parkway Section D (hereinafter referred to as the "Improvement"); and

WHEREAS, the County and the State desire to undertake Construction and Phase III Construction Engineering services for the Improvement at an estimated cost of Eleven Million Sixty Six Thousand Eight Hundred Fifty Three Dollars (\$11,066,853.00); and

WHEREAS, the Improvement is deemed by the County and the State to be of immediate benefit to the residents of the County of Kane and the State of Illinois in that it shall facilitate the efficient movement of traffic, provide for the safety of the motoring public, and preserve and protect sensitive environmental features from adjacent highway improvements; and

WHEREAS, the County and the State have determined a mutually satisfactory allocation of responsibilities and costs for said Improvement as set forth in an intergovernmental agreement between the County and the State (a copy of which is on file with the County Clerk's Office), with the County's share of the Construction and Phase III Construction Engineering services estimated to be \$4,851,853.00.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Chairman thereof is hereby authorized to execute an intergovernmental agreement(s) with the State of Illinois acting through the Illinois Department of Transportation for Construction and Phase III Construction Engineering services for the Improvement.

Passed by the Kane County Board on October 11, 2016.

John A. Cunningham Clerk, County Board Kane County, Illinois Christopher J. Lauzen Chairman, County Board Kane County, Illinois

Vote:

16-10 LMPsectionDPHIIIw/IDOT



# Resolution No.

Approving an Intergovernmental Agreement with the State of Illinois for Construction and Construction Engineering Services for Longmeadow Parkway Section A-2/B-1 from Randall Road to East of White Chapel Lane, Kane County Section No. 13-00215-10-PV

**Committee Flow:** Transportation Committee, Executive Committee, County Board Administration Committee, **Contact:** Tom Rickert, 630.406.7305

# Budget Information:

Was this item budgeted? N/A	Appropriation Amount: N/A
If not budgeted, explain funding source: N/A	

# Summary:

Attached is an intergovernmental agreement with IDOT that will provide for Federal and State reimbursement towards a portion of the Longmeadow Parkway Corridor Section A-2/B-1 from Randall Road to east of White Chapel Lane. A combination of federal STP funds, CMAQ Funds, and state TARP funds will provide an estimated \$13,228,765 (70%) of the estimated \$18,915,452 total amount. The local (County) match is estimated to be \$4,786,657.

COUNTY OF KANE

#### RESOLUTION NO.

#### APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ILLINOIS FOR CONSTRUCTION AND CONSTRUCTION ENGINEERING SERVICES FOR LONGMEADOW PARKWAY SECTION A-2/B-1 FROM RANDALL ROAD TO EAST OF WHITE CHAPEL LANE, KANE COUNTY SECTION NO. 13-00215-10-PV

WHEREAS, the Illinois Constitution of 1970, Article VII, Section 10 and the Illinois Compiled Statutes, (5 ILCS 220/1, *et seq.)* authorizes the County of Kane (County) and the State of Illinois (State) to cooperate in the performance of their respective duties and responsibilities by contract and other agreements; and

WHEREAS, the County and the State, through the Illinois Department of Transportation, desire to cooperate among themselves to accomplish the improvement of Longmeadow Parkway Section B-1 (hereinafter referred to as the "Improvement"); and

WHEREAS, the County and the State desire to undertake Construction and Phase III Construction Engineering services for the Improvement at an estimated cost of Eighteen Million Nine Hundred Fifteen Thousand Four Hundred Fifty Two Dollars (\$18,915,452.00); and

WHEREAS, the Improvement is deemed by the County and the State to be of immediate benefit to the residents of the County of Kane and the State of Illinois in that it shall facilitate the efficient movement of traffic, provide for the safety of the motoring public, and preserve and protect sensitive environmental features from adjacent highway improvements; and

WHEREAS, the County and the State have determined a mutually satisfactory allocation of responsibilities and costs for said Improvement as set forth in an intergovernmental agreement between the County and the State (a copy of which is on file with the County Clerk's Office), with the County's share of the Construction and Phase III Construction Engineering services estimated to be Four Million Seven Hundred Eighty Six Thousand Six Hundred Fifty Seven Dollars (\$4,786,657.00).

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Chairman thereof is hereby authorized to execute an intergovernmental agreement(s) with the State of Illinois acting through the Illinois Department of Transportation for Construction and Phase III Construction Engineering services for the Improvement.

Passed by the Kane County Board on October 11, 2016.

John A. Cunningham Clerk, County Board Kane County, Illinois Christopher J. Lauzen Chairman, County Board Kane County, Illinois

Vote:

16-10 LMPsectionB1PHIIIw/IDOT



# Resolution No.

Approving Amendment No. 1 for the Phase II Engineering Services Agreement with Lochmueller Group, Inc. of Chicago, Illinois for Stearns Road (Stage 5A) at Randall Road Intersection Improvement, Kane County Section No. 14-00214-28-CH

**Committee Flow:** Transportation Committee, Executive Committee, County Board **Contact:** Tom Rickert, 630.406.7305

# Budget Information:

Was this item budgeted? Yes	Appropriation Amount: \$46,192.59
If not budgeted, explain funding source: N/A	

# Summary:

Additional services are necessary to prepare a Project Development Report (PDR) and noise analysis for the Stearns Road (Stage 5A) at Randall Road Intersection Improvement project. This intersection improvement of adding lanes to Randall Road was part of the original Stearns Road Corridor Project Design Report. The Federal Highway Administration recently determined that the original PDR needed to be updated and a noise analysis completed in accordance with new federal regulations.

#### RESOLUTION NO.

#### APPROVING AMENDMENT NO. 1 FOR THE PHASE II ENGINEERING SERVICES AGREEMENT WITH LOCHMUELLER GROUP, INC. OF CHICAGO, ILLINOIS FOR STEARNS ROAD (STAGE 5A) AT RANDALL ROAD INTERSECTION IMPROVEMENT, KANE COUNTY SECTION NO. 14-00214-28-CH

WHEREAS, pursuant to Resolution No. 15-12, the County of Kane entered into a Phase II Engineering Services Agreement with Lochmueller Group, Inc. for Phase II engineering services (hereinafter the "Agreement") for the proposed improvement of the County Highway No. 37 (also known as Stearns Road) at County Highway No. 34 (also known as Randall Road), (hereinafter the "Improvement") and thereby appropriated Three Hundred Ninety Thousand Three Hundred Thirty Six and 17/100 Dollars (\$390,336.17), (hereinafter the "appropriation") therefor; and

WHEREAS, additional unforeseen engineering work is required to complete the Phase II Engineering Services for the Improvement; and

WHEREAS, in order to address the need for additional engineering services, the County desires to enter into Amendment No. 1 to the Agreement, (a copy of which is on file in the office of the Kane County Clerk), increasing the total cost of Phase II Engineering Services by an additional \$46,192.59; and

WHEREAS, it is in the County's best interest to extend the upper limit of the appropriation for the Agreement by an additional Forty Six Thousand One Hundred Ninety Two and 59/100 Dollars (\$46,192.59) from \$390,336.17 to \$436,528.76.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Chairman thereof is hereby authorized to execute Amendment No. 1 to the Agreement with Lochmueller Group, Inc. for the Improvement

BE IT FURTHER RESOLVED by the Kane County Board that there is hereby appropriated the additional sum of Forty Six Thousand One Hundred Ninety Two and 59/100 Dollars (\$46,192.59) from Greater Elgin Impact Fee Fund #552, Line Item #50140 (Engineering) for a total appropriation for the Agreement not to exceed Four Hundred Thirty Six Thousand Five Hundred Twenty Eight and 76/100 (\$436,528.76).

Line Item	Line Item Description	Was Personnel/Item/Service approved in original budget or a subsequent budget revision?	Are funds currently available for this Personnel/Item/Service in the specific line item?	If funds are not currently available in the specified line item, where are the funds available?
552.520.552.50140	Engineering	Yes	Yes	

Passed by the Kane County Board on October 11, 2016.

John A. Cunningham Clerk, County Board Kane County, Illinois Christopher J. Lauzen Chairman, County Board Kane County, Illinois

# Vote:

16-10 Amd1PHIIStrns5ALchmlr



# Resolution No.

Approving Acquisition of Highway Right of Way for Burlington Road over Tributary to Virgil Ditch No. 3, Kane County Section No. 14-00437-00-BR, Parcel No. 0001, 0002, 0003, 0004 & 0005)

**Committee Flow:** Transportation Committee, Executive Committee, County Board

Contact: Tom Rickert, 630.406.7305

### Budget Information:

Was this item budgeted? N/A	Appropriation Amount: N/A
If not budgeted, explain funding source: N/A	

### Summary:

Attached is the standard project right-of-way acquisition resolution. The Burlington Road over Tributary to Virgil Ditch # 3 improvement consists of removal and replacement of the existing culvert. Right of Way required:

Parcel 0001 - 0.166 acres Parcel 0002 - 0.184 acres Parcel 0003 - 0.995 acres Parcel 0004 - 0.061 acres Parcel 0005 - 0.866 acres

#### COUNTY OF KANE

#### RESOLUTION NO.

#### APPROVING ACQUISITION OF HIGHWAY RIGHT OF WAY FOR BURLINGTON ROAD OVER TRIBUTARY TO VIRGIL DITCH NO. 3, KANE COUNTY SECTION NO. 14-00437-00-BR, PARCEL NO. 0001, 0002, 0003, 0004 & 0005)

WHEREAS, the County of Kane is authorized by law pursuant to 605 ILCS 5/5-801 (2016) to acquire by negotiated purchase or eminent domain proceedings, real property for highway purposes; and

WHEREAS, the County of Kane has exclusive jurisdiction over Kane County Highway No. 2, also referred to as Burlington Road, within the boundaries of the County of Kane; and

WHEREAS, the County of Kane deems it necessary and appropriate to improve Burlington Road over a Tributary to Virgil Ditch No. 3; and

WHEREAS, Burlington Road over Tributary to Virgil Ditch No. 3 and the planned improvements thereto have been surveyed, laid out and projected over certain lands situated in Kane County, Illinois. It is deemed by the County of Kane that certain parcels of land, and in particular those parcels described herein as Exhibits A, B, C, D and E (which are on file with the County Clerk of Kane County and incorporated herein, and made a part hereof), located within the limits of the County of Kane, should be acquired by negotiated purchase or eminent domain proceeding for highway purposes.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board:

1. That it is hereby determined by the County Board of Kane County that the property described herein in Exhibit A, B, C, D and E be used, occupied and improved for highway purposes in a manner necessary and convenient for public use.

2. That it is further hereby determined that it is necessary and proper that the County of Kane acquire title to or other appropriate interest in and possession of those parcels because said real property is necessary and required by the County of Kane for highway purposes and more specifically for the improvement of the Burlington Road over a Tributary to Virgil Ditch No. 3.

3. That the County Engineer of the County of Kane or his duly authorized representative are hereby authorized, empowered and directed to negotiate, for and on behalf of the County of Kane, with any and all owners of the property described herein or with any other individual possessing an interest therein for the purchase thereof upon such terms and conditions as shall be approved by the Transportation Committee of the Kane County Board.

4. In the event the County of Kane is unable to agree with the owner, (or owners), or any other party having an interest in the land(s) described herein, regarding the compensation to be paid for said property, then to the extent allowed by law, the County of Kane shall institute proceedings to acquire the property by eminent domain pursuant to the applicable provisions of the eminent domain laws of the State of Illinois. The County of Kane hereby directs the State's Attorney of Kane County to institute eminent domain proceedings in a court of competent jurisdiction to acquire title to and possession of the real property in the name of the County of Kane.

Passed by the Kane County Board on October 11, 2016.

John A. Cunningham Clerk, County Board Kane County, Illinois Christopher J. Lauzen Chairman, County Board Kane County, Illinois

Vote:

16-10 BrIngtnRdVrgIDtch3ROW

### EXHIBIT "A"

#### 0001

THAT PART OF THE NORTHERLY 20 ACRES OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 41 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHERLY 20 ACRES OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 24; THENCE SOUTH 89 DEGREES 56 MINUTES 55 SECONDS EAST ALONG THE SOUTH LINE OF SAID NORTHERLY 20 ACRES, 446.00 FEET TO A POINT LYING 40.00 FEET SOUTHWESTERLY FROM AND NORMALLY DISTANT TO THE CENTERLINE OF BURLINGTON ROAD (COUNTY ROAD 2), AND TO THE POINT OF BEGINNING; THENCE NORTH 40 DEGREES 09 MINUTES 49 SECONDS WEST, PARALLEL WITH SAID CENTERLINE, 164.10 FEET; THENCE NORTH 49 DEGREES 50 MINUTES 11 SECONDS EAST, 40.00 FEET TO THE SAID CENTERLINE; THENCE SOUTH 40 DEGREES 09 MINUTES 49 SECONDS EAST ALONG SAID CENTERLINE, 197.92 FEET TO THE SOUTH LINE OF SAID NORTHERLY 20 ACRES; THENCE NORTH 89 DEGREES 56 MINUTES 55 SECONDS WEST ALONG SAID SOUTH LINE, 52.39 FEET TO THE POINT OF BEGINNING, ALL IN KANE COUNTY, ILLINOIS.

(SAID PARCEL CONTAINS 0.166 ACRES OF WHICH 0.127 ACRES, MORE OR LESS, WERE PREVIOUSLY USED OR DEDICATED FOR HIGHWAY PURPOSES)

#### EXHIBIT "B"

#### 0002

THAT PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 41 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHERLY 20 ACRES OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 24; THENCE SOUTH 89 DEGREES 56 MINUTES 55 SECONDS EAST ALONG THE SOUTH LINE OF SAID NORTHERLY 20 ACRES, 446.00 FEET TO A POINT LYING 40.00 FEET SOUTHWESTERLY FROM AND NORMALLY DISTANT TO THE CENTERLINE OF BURLINGTON ROAD (COUNTY ROAD 2), AND TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89 DEGREES 56 MINUTES 55 SECONDS EAST ALONG SAID SOUTH LINE, 52.39 FEET TO SAID CENTERLINE; THENCE SOUTH 40 DEGREES 09 MINUTES 49 SECONDS EAST ALONG SAID CENTERLINE, 184.00 FEET; THENCE SOUTH 49 DEGREES 50 MINUTES 11 SECONDS WEST, 40.00 FEET TO A POINT LYING 40.00 FEET SOUTHWESTERLY FROM AND NORMALLY DISTANT TO SAID CENTERLINE; THENCE NORTH 40 DEGREES 09 MINUTES 49 SECONDS WEST PARALLEL WITH SAID CENTERLINE, 217.82 FEET TO THE POINT OF BEGINNING, ALL IN KANE COUNTY, ILLINOIS.

(SAID PARCEL CONTAINS 0.184 ACRES OF WHICH 0.135 ACRES, MORE OR LESS, WERE PREVIOUSLY USED OR DEDICATED FOR HIGHWAY PURPOSES)

#### EXHIBIT "C"

#### 0003

THAT PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 41 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHERLY 20 ACRES OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 24; THENCE SOUTH 89 DEGREES 56 MINUTES 55 SECONDS EAST ALONG THE SOUTH LINE OF SAID NORTHERLY 20 ACRES, 498.39 FEET TO THE CENTERLINE OF BURLINGTON ROAD (COUNTY ROAD 2); THENCE SOUTH 40 DEGREES 09 MINUTES 49 SECONDS EAST ALONG SAID CENTERLINE, 184.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 40 DEGREES 09 MINUTES 49 SECONDS EAST ALONG SAID CENTERLINE, 1080.42 FEET: THENCE SOUTH 49 DEGREES 50 MINUTES 11 SECONDS WEST 30.00 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF BURLINGTON ROAD HERETOFORE DEDICATED IN DOCUMENT NUMBERS 97K088530 AND 97K088531; THENCE SOUTH 18 DEGREES 28 MINUTES 56 SECONDS EAST, 27.07 FEET ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE TO A POINT LYING 40.00 FEET SOUTHWESTERLY FROM AND NORMALLY DISTANT TO SAID CENTERLINE OF BURLINGTON ROAD; THENCE NORTH 40 DEGREES 09 MINUTES 49 SECONDS WEST PARALLEL WITH SAID CENTERLINE, 1105.57 FEET; THENCE NORTH 49 DEGREES 50 MINUTES 11 SECONDS EAST, 40.00 FEET TO THE POINT OF BEGINNING, ALL IN KANE COUNTY, ILLINOIS.

(SAID PARCEL CONTAINS 0.995 ACRES OF WHICH 0.744 ACRES, MORE OR LESS, WERE PREVIOUSLY USED OR DEDICATED FOR HIGHWAY PURPOSES)

### EXHIBIT "D"

#### 0004

THAT PART OF THE NORTHERLY 20 ACRES OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 41 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTHERLY 20 ACRES OF THE NORTHEAST QUARTER OF SAID NORTHWEST QUARTER WITH THE CENTERLINE OF BURLINGTON ROAD (COUNTY HIGHWAY 2); THENCE NORTH 40 DEGREES 09 MINUTES 49 SECONDS WEST, ALONG SAID CENTERLINE, 49.85 FEET; THENCE NORTH 49 DEGREES 50 MINUTES 11 SECONDS EAST, 40.00 FEET TO A POINT LYING 40.00 FEET NORTHEASTERLY FROM AND NORMALLY DISTANT TO SAID CENTERLINE; THENCE SOUTH 40 DEGREES 09 MINUTES 49 SECONDS EAST, PARALLEL WITH SAID CENTERLINE, 83.67 FEET TO THE SOUTH LINE OF SAID NORTHERLY 20 ACRES; THENCE NORTH 89 DEGREES 56 MINUTES 55 SECONDS WEST ALONG SAID SOUTH LINE, 52.39 FEET TO THE POINT OF BEGINNING, ALL IN KANE COUNTY, ILLINOIS.

(SAID PARCEL CONTAINS 0.061 ACRES OF WHICH 0.043 ACRES, MORE OR LESS, WERE PREVIOUSLY USED OR DEDICATED FOR HIGHWAY PURPOSES)

#### EXHIBIT "E"

#### 0005

THAT PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 41 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTHERLY 20 ACRES OF THE NORTHEAST QUARTER OF SAID NORTHWEST QUARTER WITH THE CENTERLINE OF BURLINGTON ROAD (COUNTY HIGHWAY 2); THENCE SOUTH 89 DEGREES 56 MINUTES 55 SECONDS EAST ALONG SAID SOUTH LINE, 52.39 FEET TO A POINT 40.00 FEET NORTHEASTERLY FROM AND NORMALLY DISTANT TO SAID CENTERLINE; THENCE SOUTH 40 DEGREES 09 MINUTES 49 SECONDS EAST, PARALLEL WITH SAID CENTERLINE, 926.35 FEET TO THE NORTHWESTERLY LINE OF BURLINGTON HILLS, RECORDED ON OCTOBER 5, 1989 AS DOCUMENT NUMBER 2001238; THENCE SOUTH 50 DEGREES 42 MINUTES 20 SECONDS WEST ALONG THE SOUTHWESTERLY EXTENSION OF SAID NORTHWESTERLY LINE, 40.00 FEET TO SAID CENTERLINE OF BURLINGTON ROAD; THENCE NORTH 40 DEGREES 09 MINUTES 49 SECONDS WEST ALONG SAID CENTERLINE, 959.56 FEET TO THE POINT OF BEGINNING, ALL IN KANE COUNTY, ILLINOIS.

(SAID PARCEL CONTAINS 0.866 ACRES OF WHICH 0.652 ACRES, MORE OR LESS, WERE PREVIOUSLY USED OR DEDICATED FOR HIGHWAY PURPOSES)



# Resolution No.

Approving Contract for Construction with Martam Construction, Inc. of Elgin, Illinois, Bowes Road Drain Tile Replacement Project, Kane County Section No. 16-00473-00-DR

**Committee Flow:** Transportation Committee, Executive Committee, County Board

Contact: Tom Rickert, 630.406.7305

### Budget Information:

Was this item budgeted? Yes	Appropriation Amount: \$58,482.00
If not budgeted, explain funding source: N/A	

### Summary:

On September 13, 2016, two (2) bids were opened at the KDOT office for the above-mentioned project to replace a portion of the drain tile crossing under Bowes Road. The tile was unknowingly damaged by an AT&T contractor several years ago and only discovered more recently. This repair is important because the tile helps to drain upstream properties. The qualified low bid of \$58,482.00 by Martam Construction Company, Inc. of Elgin Illinois was 1.14% above the engineer's estimate of \$57,825.00, and is entirely locally funded. Upon completion of construction, KDOT will attempt to obtain financial reimbursement from AT&T for this work.

STATE OF ILLINOIS

COUNTY OF KANE

#### RESOLUTION NO.

#### APPROVING CONTRACT FOR CONSTRUCTION WITH MARTAM CONSTRUCTION, INC. OF ELGIN, ILLINOIS, BOWES ROAD DRAIN TILE REPLACEMENT PROJECT, KANE COUNTY SECTION NO. 16-00473-00-DR

WHEREAS, the Kane County Division of Transportation has solicited and received bids for the work and construction described as:

#### KANE COUNTY SECTION NO. 16-00473-00-DR BOWES ROAD DRAIN TILE REPAIR (hereinafter the "Project")

WHEREAS, the lowest responsible bidder for the Project is:

#### MARTAM CONSTRUCTION, INC. OF ELGIN, ILLINOIS With a low bid of \$58,482.00

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the contract for the Project described hereinabove shall be awarded to the lowest responsible bidder in the amount as indicated above and that the County Board Chairman is hereby authorized and directed to execute a contract and contractor's bond therefor.

BE IT FURTHER RESOLVED that there is hereby appropriated Fifty Eight Thousand Four Hundred Eighty Two Dollars (\$58,482.00) from Local Option Fund #304, Line Item #52020 (Repairs and Maintenance - Roads) to pay for the Project.

Line Item	Line Item Description	Was Personnel/Item/Service approved in original budget or a subsequent budget revision?	Are funds currently available for this Personnel/Item/Service in the specific line item?	If funds are not currently available in the specified line item, where are the funds available?
304.520.524.52020	Repairs and Maintenance - Roads	Yes	Yes	

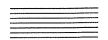
Passed by the Kane County Board on October 11, 2016.

John A. Cunningham Clerk, County Board Kane County, Illinois Christopher J. Lauzen Chairman, County Board Kane County, Illinois

Vote:

16-10 BowesDrainTile





General Contractors & Engineers



9/13/2016

Kane County Government Center Purchasing Dept., Building A 719 S. Batavia Ave Geneva, IL 60134

RE: Contract Disclosure Kane County Code, Art. IL, Div. 3, Sec. 2-211 Martam Construction, Inc

To Whom It May Concern:

In compliance with the Kane County Code Referenced above this letter will serve as our disclosure of:

- A. Campaign contributions for the last 12 months
- B. Individuals having more than 5% ownership of shares in Martam Construction, Inc.
- C. Names and contact information of lobbyists, agents and representatives.
- D. A statement under oath that we have not withheld disclosures as to the economic interest.
  - Campaign Contributions: Martam Construction, Inc has not made campaign contributions in the last 12 months.
  - Ownership Interest in Martam Construction, Inc. There is more than one individual that holds more than 5% of shares in Martam Construction, Inc

Robert Kutrovatz......20%Cynthia Holland......20%Mickey Kutrovatz.....20%Dennis Kutrovatz.....20%

Jerry Kutrovatz......20%

- Martam Construction, Inc does not have any lobbyist, agents or representatives who are or would be having contact with Kane County Employees or officials in relation to contracts or bids.
- Martam Construction, Inc has not withheld nor reserved any information regarding economic interest in the firm as required by County Code for this disclosure.

Sincerely,

Robert Kutrovatz – President

OFFICIAL SEAL Karen Linkevich Notary Public, State of Illinois My Commission Expires 12/22/19

Karen Linkevich – Notary Public



# Resolution No.

Approving an Extension with GIS Solutions, Inc. of Springfield, Illinois for Professional Services

**Committee Flow:** Transportation Committee, Executive Committee, County Board **Contact:** Tom Rickert, 630.406.7305

## Budget Information:

Was this item budgeted? Yes	Appropriation Amount: \$76,000.00
If not budgeted, explain funding source: N/A	

## Summary:

Staff followed the adopted QBS Consultant Selection Process to select a vendor for 2015 / 2016 GIS Services. Eight (8) vendors submitted letters of Interest and 3 vendors were selected for the interview process. The vendor with the highest score was GIS Solutions Inc. This contract has a one year renewal option up to an amount of \$76,000. Renewal is based on satisfactory delivery / performance over the first two years of the contract.

We are recommending GIS Solutions Inc. be extended through December 31, 2017 and for an amount of \$76,000. KDOT staff maintains and manages the current GIS Systems including software hardware and applications on its own since that time. However substantial changes have occurred in the GIS Software that requires the use of outside consultants for assistance.

The scope of work is broken into 3 elements as follows:

- 1. Sharepoint / GIS integration
- 2. KDOT Permitting Viewer Enhancements
- 3. Technical Support

## STATE OF ILLINOIS

#### COUNTY OF KANE

#### RESOLUTION NO.

#### APPROVING AN EXTENSION WITH GIS SOLUTIONS, INC. OF SPRINGFIELD, ILLINOIS FOR PROFESSIONAL SERVICES

WHEREAS, pursuant to Resolution No. 14-356, the County of Kane entered into a professional services agreement with GIS Solutions Inc, of Springfield, Illinois for technical support of its Geographic Information Systems (GIS) including software, hardware and applications and appropriated One Hundred Fifty Two Thousand Dollars (\$152,000.00) therefor; and

WHEREAS, the contract has a one year renewal option based on delivery and performance over the first two years of the contract; and

WHEREAS, The County of Kane deems it prudent to extend the contract with GIS Solutions, Inc. to December 31, 2017 for a total of Seventy Six Thousand Dollars (\$76,000) to pay for a one year extension thereof; and

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board appropriate the sum of Seventy Six Thousand Dollars (\$76,000.00) from County Highway Fund #300, Line Item #50150 (Contractual/Consulting Services) to pay for said GIS technical services.

Line Item	Line Item Description	Was Personnel/Item/Service approved in original budget or a subsequent budget revision?	Are funds currently available for this Personnel/Item/Service in the specific line item?	If funds are not currently available in the specified line item, where are the funds available?
300.520.520.50150	Contractual/Consulting Services	Yes	Yes	

Passed by the Kane County Board on October 11, 2016.

John A. Cunningham Clerk, County Board Kane County, Illinois Christopher J. Lauzen Chairman, County Board Kane County, Illinois

Vote:

16-10 GISExtension



# Resolution No.

Approving an Intergovernmental Agreement with the State of Illinois for the Transfer of Right-of-Way, Longmeadow Parkway Bridge Corridor, Kane County Section No. 94-00215-01-BR

**Committee Flow:** Transportation Committee, Executive Committee, County Board

Contact: Tom Rickert, 630.406.7305

### Budget Information:

Was this item budgeted? N/A	Appropriation Amount: N/A
If not budgeted, explain funding source: N/A	

### Summary:

The Illinois Department of Transportation (IDOT) is completing right of way acquisition along and adjacent to the 3 state routes as part of the Longmeadow Parkway Bridge Corridor improvement. Included in IDOT's right of way acquisition is a parcel that will need to be transferred to the County in order to fulfill the County's requirement to ultimately transfer right of way to the Dundee Township Park District. Attached is a draft of the intergovernmental transfer agreement.

#### COUNTY OF KANE

#### **RESOLUTION NO.**

#### APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ILLINOIS FOR THE TRANSFER OF RIGHT-OF-WAY, LONGMEADOW PARKWAY BRIDGE CORRIDOR, KANE COUNTY SECTION NO. 94-00215-01-BR

WHEREAS, the Illinois Constitution of 1970, Article VII, Section 10 and 5 ILCS 220/1, et seq. authorizes the County of Kane (County) and the State of Illinois (State) to cooperate in the performance of their respective duties and responsibilities by contract and other agreements; and

WHEREAS, the County and the State, through its Illinois Department of Transportation, desire to cooperate among themselves to accomplish right-of-way acquisition for improvements on Longmeadow Parkway Bridge Corridor (hereinafter referred to as the "Improvement"); and

WHEREAS, the County and the State desire to transfer right-of-way to be acquired for the Improvement to the County and to the Dundee Township Park District; and

WHEREAS, the Improvement is deemed by the County and the State to be of immediate benefit to the residents of the County of Kane and the State of Illinois; and

WHEREAS, the County and the State have determined a mutually satisfactory allocation of responsibilities and costs for said right of way transfer as set forth in the intergovernmental agreement (a copy of which is on file with the County Clerk's Office).

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Chairman thereof is hereby authorized to execute an intergovernmental agreement(s) with the State of Illinois acting through the Illinois Department of Transportation for the transfer of right-of-way for the Improvement.

Passed by the Kane County Board on October 11, 2016.

John A. Cunningham Clerk, County Board Kane County, Illinois Christopher J. Lauzen Chairman, County Board Kane County, Illinois

Vote:

16-10 TrnsfrROWLMP