

# NOTICE OF SPECIAL SHELBY COUNTY BOARD MEETING

May 24, 2021

## SHELBY COUNTY BOARD SPECIAL MEETING AGENDA

May 27, 2021 – 7:00 P. M. in Courtroom A

1. Call to Order – Pledge of Allegiance
2. Roll Call
3. Public Body Comment
4. Discussion and Informational vote by the Board members on Reapportionment
5. Discussion and vote on leasing the Shelby County Farm
6. Adjournment

Please silence cell phones during the Board meeting.

**SPECIAL MEETING OF THE SHELBY COUNTY BOARD**  
**May 27, 2021, 7:00 PM**

The Shelby County Board met on Thursday, May 27, 2021, at 7:00 P.M. in Courtroom A of the Courthouse in Shelbyville, Illinois.

Chairman Robert Orman called the meeting to order. All present recited the Pledge of Allegiance.

County Clerk Jessica Fox called the roll. Williams was absent.

Chairman Orman stated this would be an unpaid meeting as the County Board compensation ordinance passed in 2011 states board members would only be paid for regular meetings and committee meetings. Chairman Orman also informed those in attendance the County Farm issue would be discussed first, followed by the reapportionment issue.

Chairman Orman called for Public Body Comment.

There were many members of the public present who spoke about the leasing of the County Farm. This ground has been farmed for 33 years by the same farmer and have never been put out for bid. Moultrie County bids out the farm ground they lease, and these bids are open to the public. Several members of the public spoke in strong support of leasing and farming this ground. Others asked the board to vote with the law, not their emotions and do the "right" thing. It was requested the board wait until the AG's opinion was received before making any decisions regarding this land. Several commented using public funds for private purposes violates the Illinois Constitution, which the board members took an Oath to uphold. Questions were asked about how the county plans on taking care of the noxious weeds and where the money for this will come from. There was a very lengthy and robust conversation about the leasing of the farm ground.


State's Attorney Nichole Kroncke explained the legal basis for which the county could lease this farm ground pursuant to 55 ILCS 5/5 1049.2. There are currently no cases that address this statute, there have been no cases before the appellate court. In 1993 the General Assembly argued the case involving the leasing of office space in Kankakee County to generate revenue. Kroncke provided several different legal opinions, quotes from the Illinois Supreme Court, and definitions from the State of Illinois Property Tax Code systems. Kroncke provided several quotes from the IL Supreme Court and the IL property tax code system. Out of 40 counties in IL who own farm ground 36 lease. An AG opinion is merely advisory. Logan County is still leasing their farm ground despite an AG opinion. The leasing of farm ground has never been litigated. You must take cases that are similar and put them together.

Patterson made motion to approve the leasing of the County Farm based on 55 ILCS 5/5 1049.2. Durbin seconded said motion. Motion failed by roll call vote (13 yes, 8 no)/ (3/4's vote required). Ayes: Barr, B. Bennett, Coffman, Drnjevic, Durbin, Hite, Lenz, Metzger, Patterson, Simpson, Slifer, Swits and Tate. Nays: Baker, M. Bennett, Canaday, Gergeni, Lines, Orman, Pearcy and Pogue.

At this time, a brief discussion was held amongst the board members regarding the reapportionment and the size of the board. Many who spoke during public body comment encouraged the board to reduce their size. The board must approve their size and their compensation by the July 8<sup>th</sup> board meeting.

No other business could come before the Shelby County Board.

Simpson made motion to adjourn the county board meeting. Pogue seconded said motion, which passed by voice vote (19 yes, 0 no) and the meeting was adjourned at 8:51 P.M.

  
Jessica Fox  
Shelby County Clerk and Recorder

## STATE OF ILLINOIS

## ROLL CALL VOTES IN COUNTY BOARD

## SHELBY COUNTY

May 27, 2021

Special MEETING

		ROLL CALL			QUESTIONS							
			5/27/2021	1/2021	To Lease ON MOTIONS TO Co Form		ON MOTIONS TO		ON MOTIONS TO		ON MOTIONS TO	
COUNTY BOARD MEMBERS		MILEAGE	A.M.	P.M.	AYE	NAY	AYE	NAY	AYE	NAY	AYE	NAY
	BAKER, EARL	50	✓			1						
	BARR, KENNETH	50	✓		1							
	BENNETT, BARBARA	40	✓		2							
	BENNETT, MARK	32	✓			2						
	CANADAY, PAUL	0	✓			3						
	COFFMAN, BRYON	48	✓		3							
	DRNJEVIC, DENNIS	22	✓		4							
	DURBIN, JESSE	12	✓		5							
	GERGENI, GARY	26	✓			4						
	HITE, ROD	56	✓		6							
	LENZ, LARRY	26	✓		7							
	LINES, PATRICK	0	✓			5						
	METZGER, TERRY	0	✓		8							
	ORMAN, ROBERT	34	✓			6						
	PATTERSON, GARY	0	✓		9							
	PEARCY, DEREK	20	✓			7						
	POGUE, JOHN	0	✓			8						
	SIMPSON ROBERT	32	✓		10							
	SLIFER, JEFF	32	✓		11							
	SWITS, DAVID	34	✓		12							
	TATE, DON	40	✓		13							
	WILLIAMS, LYNN	0	A									

**SHELBY COUNTY FARM LEASE AGREEMENT**

**THIS LEASE** made and entered into this \_\_\_\_\_ day of June, 2021, by  
and between the County of Shelby, State of Illinois, ("Landowners"), and  
\_\_\_\_\_, ("Tenant").

The Landowner rents and leases to the Tenant, for agricultural purposes only, the following described real estate:

The Northeast Quarter (NE ¼) of Section Four (4), and the West Half of the Northwest Quarter (NW ¼) of Section Three (3), Township Eleven North (11N), Range Three East (3E), of the Third Principal Meridian, situated in the County of Shelby, State of Illinois, consisting of 196.3 acres of tillable ground.

Parcel Number 1812-03-00-100-001

Parcel Number 1812-04-00-200-001

**LENGTH OF TENURE:** The term of this lease shall begin on **June 11, 2021** and shall continue until **February 28, 2022**.

**EXTENT OF AGREEMENT:** Terms of this lease shall be binding on the heirs, executors, administrators, assigns or agents, for both Landowner and Tenant, in the same manner as upon the original parties.

**RENT:** The Tenant shall pay to the Landowner \$\_\_\_\_\_ per acre, being a total of: \_\_\_\_\_, in two (2) equal payments of \$ \_\_\_\_\_. The first payment is due on July 1, 2021 and the second payment is due by November 1, 2021. Failure to make timely payment is grounds for termination of the lease.

**COSTS:**

1. The Landowner agrees to pay up to two-thousand dollars (\$2,000.00) per year for necessary limestone; however, the Landowner shall have the right to have the aforementioned real estate tested to determine whether or not limestone is necessary.
2. The Tenant specifically agrees to pay for any and all types of fertilizer, herbicides, and seed. The Tenant also agrees to keep the cemetery, roadside, and waterways properly mowed.

**LANDOWNER AGREES TO FURNISH AS HIS INVESTMENT AND EXPENSES:**

1. The above-described farm, including the fixed improvements thereon.
2. Materials the Landowner deems necessary for repairs and improvements on the above-described farm.
3. Skilled labor employed in making permanent improvements.

**TENANT AGREES TO FURNISH AS HIS INVESTMENT AND EXPENSES:**

1. All machinery, equipment, power and labor necessary to farm the premises properly.
2. Labor, except skilled labor, required for repairs and improvements.

**TENANT'S DUTIES IN OPERATING THE FARM:**

1. To keep the farm neat, and to prevent any unnecessary waste, or damage to the property.
2. To destroy noxious weeds on said premises; to cut all weeds, sprouts and brush in fence rows and on roads adjoining as often as needed each year without charge to the Landowner for labor.
3. To investigate and repair any broken tile and keep outlets open and repair breaks in open ditches. Tenant shall not plow or disk through grass waterway, or other low places that will permit open ditches eroding across fields.
4. Not to burn corn stalks, cobs, straw or other residue grown on the farm, nor to remove any hay, cobs or straw or other residue, except by agreement.
5. To clip small grain stubble and to prevent noxious weeds from going to seed.
6. Prevent tramping of rotation fields by livestock in wet weather when the soil is soft, and to prevent rooting by hogs.
7. The Tenant agrees to follow such crop rotation, tillage practices, fertilizer programs, conservation measures, and arrangements as are agreed upon between the Landowner or his Agent, for the best interest of all concerned.
8. Not to assign this lease to any person or persons or sublet any part of the premises without the consent of the Landowner.

**ADDITIONAL AGREEMENTS:**

1. Tenant is responsible for paying taxes on parcel numbers 1812-03-00-100-001 and 1812-04-00-200-001 as assessed by the Shelby County assessor, as to the 196.3 tillable acres being farmed during 2021 and payable in 2022.
2. Tenant is not to erect or permit to be erected upon said premises, any structure, building, fence or sign except by the written consent of the Landowner. Further, Landowner will not be liable for any materials and will not incur any expenses, including a claim for labor made by the Tenant.
3. Tenant is not to add electrical wiring, plumbing or heating without written permission of the Landowner, and when same is given such is to pass inspection of both power and insurance companies. Said additions shall immediately become part of the property against which the Tenant will not have further claim unless otherwise agreed to in writing.
4. Nothing in this lease shall confer upon the Tenant any right to minerals underlying said land or any part thereof, but the same are hereby expressly reserved by the Landowner.
5. Landowner shall in no way be liable in damages for failure of water supply or for any damage by the elements or otherwise, to any of the improvements, nor for any loss or damage while improvements are under construction or repair nor for any failure to repair or alter or replace any buildings or improvement.
6. Tenant takes possession of the leased premises subject to the hazards of operating a farm and assumes all risk of accidents to himself, his family, his employees, or agents in pursuance of his farming operations, or in performing repairs to the buildings, fences and other improvements.

**RIGHT OF ENTRY:** The Landowner or his agent shall be entitled to free access to the premises at all times and may make any repairs and improvements thereon. If this lease is terminated, the Landowner or his agent shall be entitled to fall plow, fertilize or otherwise prepare the ground and plant in proper season for the following year's crops.

**LANDOWNER'S LIEN:**

The Landowner's lien provided by law shall be the security for the rent herein specified.

If the Tenant fails to comply with the terms and conditions of the lease agreement, the Landowner may, after providing three days of notice of his intention to do so, take possession of said premises and employ other persons to tend the planted crop and perform the duties of the Tenant and, after deducting all monies due for rent and the expenses of farming the crop, pay the residue of profit made from the crop, if any, to the Tenant.

If the Tenant shall fail to pay the cash rent and advances, or account for the share rent as herein stipulated or shall fail to keep any of the agreements of this lease, all costs and attorney's fees of the Landowner in enforcing collection or performance, shall be added to and become a part of the obligations payable by the Tenant hereunder.

**YIELDING POSSESSION:** The Tenant agrees that at the expiration of the term of this lease, he will yield possession of the premises to the Landowner without further demand or notice.

**IN WITNESS WHEREOF,** this \_\_\_\_\_ day of June, 2021.

SHELBY COUNTY – COUNTY FARM COMMITTEE, LANDOWNER

By \_\_\_\_\_

County Board Chairman

\_\_\_\_\_, TENANT

\_\_\_\_\_  
Jessica Fox  
County Clerk, Shelby County, Illinois

### **INVITATION TO BID**

Shelby County seeks quotations from interested Farm Operators to lease the Shelby County Farm: the Northeast Quarter (NE  $\frac{1}{4}$ ) of Section (4), and the West Half of the Northwest Quarter (NW  $\frac{1}{4}$ ) of Section Three (3), Township Eleven North (11N), Range Three East (3E), of the Third (3rd) Principal Meridian, situated in the County of Shelby, State of Illinois, consisting of 196.3 acres of tillable ground. The lease shall begin on June 11, 2021 and terminate on February 28, 2022.

Bid packets are available at the Shelby County Clerk's Office, 301 E. Main Street, Shelbyville, Illinois, 62565. Sealed bids will be accepted by the Shelby County Clerk's Office until June 10, 2021 at 4:00 pm and will be read prior to the county board meeting on June 10, 2021 at 6:30 pm.



**ORDINANCE 21 -  
ORDINANCE TO LEASE THE COUNTY FARM PURSUANT TO 55 ILCS 5/5-1049.2**

**WHEREAS**, Shelby County holds farmland known as “The County Farm” located at: the Northeast Quarter (NE ¼) of Section (4), and the West Half of the Northwest Quarter (NW ¼) of Section Three (3), Township Eleven North (11N), Range Three East (3E), of the Third (3rd) Principal Meridian, situated in the County of Shelby, State of Illinois, consisting of 196.3 acres of tillable ground;

**WHEREAS**, 55 ILCS 5/5-1049.2 permits the leasing of real estate acquired or held by the county for any term not exceeding 99 years when, in the opinion of the county board, the real estate is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the county;

**WHEREAS**, the Shelby County Board has determined by three-fourths of its members that the County Farm is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of Shelby County;

**BE IT RESOLVED,**

**THAT**, the Shelby County Board agrees to lease the County Farm for a term beginning on June 11, 2021 and ending on February 28, 2022 to the highest responsible bidder to be selected by the Shelby County Board.

May 27, 2021

\_\_\_\_\_  
Chairman of the County Board

\_\_\_\_\_  
Attest: Shelby County Clerk

**ORDINANCE 21 -**  
**ORDINANCE TO LEASE THE COUNTY FARM PURSUANT TO 55 ILCS 5/5-1049.2**

**WHEREAS**, Shelby County holds farmland known as “The County Farm” located at: the Northeast Quarter (NE ¼) of Section (4), and the West Half of the Northwest Quarter (NW ¼) of Section Three (3), Township Eleven North (11N), Range Three East (3E), of the Third (3rd) Principal Meridian, situated in the County of Shelby, State of Illinois, consisting of 196.3 acres of tillable ground;

**WHEREAS**, the Shelby County Board has determined by three-fourths of its members that the County Farm is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of Shelby County;

**WHEREAS**, 55 ILCS 5/5-1049.2 permits the leasing of real estate acquired or held by the county for any term not exceeding 99 years when, in the opinion of the county board, the real estate is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the county, the authority to lease shall be exercised by an ordinance passed by three-fourths of the county board members then holding office;

**BE IT RESOLVED,**

**THAT**, the Shelby County Board agrees to lease the County Farm for a term beginning on June 1, 2021 and ending on February 28, 2022 to the highest responsible bidder to be selected by the Shelby County Farm Committee.

May 13, 2021

\_\_\_\_\_  
Robert Orman, Chairman of the County Board

\_\_\_\_\_  
Attest: Jessica Fox, Shelby County Clerk

Kankakee County  
Board Meeting  
May 10, 1994  
9:30 am

## A G E N D A

INVOCATION: County Board Member, *Rev. Rucker*  
~~Mr. Darley~~

PLEDGE OF ALLEGIANCE:

ROLL CALL:

CERTIFICATES OF RECOGNITION: ~~James Johnson~~ 10 Year  
James Maass: 20 Year

EMPLOYEE RECOGNITION:

MINUTES OF LAST MEETING: April 12, 1994 *Stump/Daily* H/c.

RECLAIMS COMMITTEE REPORT: *Bertrand/Riegel* 24/0

### COMMUNICATIONS:

1. Resignation of Bernard M. Davis - Kankakee County Housing Authority *Martin/Washington*  
H/c

### DEPARTMENT REPORTS:

1. County Treasurer's Monthly Report for March, 1994.
2. County Collector's Monthly Report for March, 1994.
3. Circuit Clerk's Monthly Report for March, 1994.
4. Coroner's Receipt of Money for March, 1994. *Whitten/Lee*
5. Coroner's Monthly Report for March, 1994. H/c
6. Recorder of Deeds Monthly Report for March, 1994.
7. Animal Control's Monthly Report for March, 1994.
8. County Clerk's Monthly Report for March, 1994.
9. Building and Zoning Monthly Report for April, 1994.
10. Auditors 1st Quarter Report from 12-1-93 through 2-28-94.

### RESOLUTIONS:

1. ~~Highway and Bridge Committee~~  
*RC* ~~X~~ Award of Contracts *Kruse/Stump* 24/0
2. ~~Finance-Purchase-Audit Committee~~  
*RC* ~~X~~ Transfer of Funds from Salary Adjustment Account *Washington/Riegel*  
25/1  
*RC* ~~X~~ Transfer of Funds from Contingency Account *Boudreau/Jensen* 26/0
3. ~~Planning-Zoning-Agriculture Committee~~  
~~X~~ Zoning Board of Appeals Case #94-4; petitioner Kenneth Phelps *Washington/Whitten*  
19/7  
~~X~~ Zoning Board of Appeals Case #94-5; petitioner Pembroke Township *Jensen/Washington*  
*Ruck at Stain* H/c  
~~X~~ Declaration of Surplus Property *Shuttles/Lee* H/c  
*RC* ~~X~~ Resolution authorizing application for public transportation financial  
assistance under Section 18 of the Federal Transit Act of 1991 *Staufferburg/Martin*  
26/0

Resolution of the County Board  
of  
Kankakee County, Illinois

Ordinance # \_\_\_\_\_  
Resolution # 000094

RE: AUTHORIZING THE CHAIRMAN TO SIGN A LEASE AGREEMENT  
BETWEEN THE COUNTY OF KANKAKEE AND THE KANKAKEE  
COUNTY LABOR/MANAGEMENT ASSOCIATION

WHEREAS, "Each County shall have power...To sell and convey or lease  
any real or personal estate owned by the county..." 55 ILCS 5/5-1005.

WHEREAS, Article VIII, Section 1(a) of the Constitution of the State of  
Illinois provides that "Public funds, property or credit shall be used only for public  
purposes."

WHEREAS, Illinois Courts have developed the Public Purpose Doctrine  
to determine whether a given transaction accomplishes a proper governmental  
function. Cremer vs. Peoria Housing Authority,  
399 Ill. 579 (1948).

WHEREAS, the building located at 189 E. Court Street, Kankakee,  
Illinois, known as the Kankakee County Administration Building is owned by the  
County of Kankakee.

WHEREAS, there is office space within the Administration Building  
which is not needed for use by the County at this time and is available for lease.

WHEREAS, the Kankakee County Labor/Management Association has  
as its purpose is the enhancement of cooperation between management and labor  
organizations within the County; and,

WHEREAS, the Kankakee County Labor/Management Association  
operates, in part, with funding from the State of Illinois Department of Commerce  
and Community Affairs; and,

WHEREAS, the Kankakee County Labor/Management Association wishes to lease available office space within the Kankakee County Administration Building; said space to be used as the Kankakee County Labor/Management Association Office; and,

WHEREAS, the Buildings and Grounds Committee of the Kankakee County Board finds that the public generally will benefit from the establishment of good management - labor relations as promoted by the Association; and,

WHEREAS, Buildings and Grounds Committee finds that it would be a proper governmental function of the County to lease space to the Kankakee County Labor/Management Association in that the benefits to the county public generally satisfies the public purpose test.


WHEREAS, the Buildings and Grounds Committee recommend that the Kankakee County Board authorize the Chairman of the County Board to enter into a contract for lease of County building space to the Kankakee County Labor/Management Association.

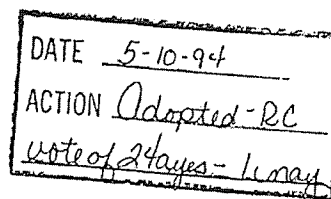
NOW, THEREFORE BE IT RESOLVED that in the interest of promoting economic growth in Kankakee County, the Chairman of the Kankakee County Board is authorized to enter into a lease agreement with the Kankakee County Labor/Management Association wherein the Association would lease available office space in the Administration Building from the County for the public purposes set forth above.

ADOPTED AND PASSED THIS 10TH DAY OF MAY, 1994

  
RUSSELL A. THOMPSON, CHAIRMAN

ATTEST:

  
BRUCE CLARK, COUNTY CLERK



LEASE

SECTION 1.

BASIC LEASE PROVISIONS: The following words shall have the meanings hereinafter set forth whenever used in this Lease:

A. Date:

B. Landlord:

County of Kankakee  
189 E. Court Street  
Kankakee, IL 60901

C. Tenant:

Kankakee County Labor/Management Association

D. Leased Premises:

Approximately one hundred eighty (180) square feet, to-wit: The north-east corner office on the Fifth Floor of the Kankakee County Administration Building, 189 E. Court Street, Kankakee, Illinois, designated as Room Number \_\_\_\_.

E. Commencement Date:

Termination Date:

F. Rental Payable Monthly:

Two hundred fifty and 00/100 (\$250.00) dollars.

G. Permitted Use:

Administrative Office for the Kankakee County Labor/Management Association.

SECTION 2.

TERMS AND CONDITIONS:

Landlord agrees to lease and Tenant agrees to pay rent upon the Leased Premises between the Commencement Date and Termination Date of this Lease, as set forth in Section 1.E. above, with the following covenants:

- A. Tenant agrees that the Leased Premises shall be used only for the purpose set forth in Section 1.G. above.
- B. Tenant agrees to arrange for its own parking needs; Landlord shall not be responsible for any parking spaces for Tenant or its employees or invitees.
- C. Landlord agrees to provide utilities currently being provided at said Leased Premises.

- D. Landlord agrees to provide regular janitorial service, such as cleaning waste baskets Monday through Friday night, and necessary carpet sweeping and cleaning, window cleaning, and interior wall cleaning.
- F. Landlord agrees to maintain and repair the Leased Premises, excepting Tenant's personal property, which shall be the sole responsibility of the Tenant, and also excepting damage to the Leased Premises which is intentionally or negligently caused by the Tenant or its agents or invitees.
- G. Tenant agrees to assume all responsibility and/or liability for damage cause by or to Tenant's personal property. Landlord shall not be liable for such damage.

### SECTION 3.

#### RENEWAL AND TERMINATION

- A. Right of Termination: Either party may terminate this agreement upon sixty (60) days written notice to the other party.
- B. Right of Renewal: Tenant shall have the right to renew this Lease for an additional term of one (1) year at the expiration of this Lease, subject to the following:
  - (i) Landlord shall have the option not to renew. In the event Landlord wishes to exercise its option not to renew, Landlord agrees to notify the Tenant in writing at least sixty (60) days prior to the expiration of this Lease.
  - (ii) In the event Tenant wishes to exercise its right of renewal, Tenant shall notify the Landlord in writing at least sixty (60) days prior to the expiration of this lease, at which time the Landlord and the Tenant shall renegotiate the annual rent to be paid to the Landlord.
- C. Abandonment of Leased Premises: If Tenant abandons or vacates the Leased Premises at any time before the expiration of this Lease or any term of renewal thereof, Landlord shall relet said premises for such rent and upon such terms as the Landlord shall deem fit. If, after Landlord pays the expenses of reletting, the amount realized by the Landlord is insufficient to cover the amount of rent due on the remainder of this Lease, Tenant agrees to pay any deficiency.
- D. Possession at Termination: At the termination of this Lease or any extension thereof, by lapse of time or otherwise, Tenant agrees to vacate and immediately yield up possession of the Leased Premises to Landlord.

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Tenant shall, upon termination of this lease, remove all of Tenant's property, regardless of Tenant's intention to discard or abandoned said property, from Leased Premises, at its own expense, and shall yield possession of the Leased Premises in substantially the same condition it was in upon commencement of the Lease. Tenant further agrees that in the event Tenant fails to perform its responsibilities under this section 3.C., Landlord shall remove all discarded or abandoned property from the Leased Premises and dispose of such property as Landlord deems fit, and Tenant shall pay fifty and 00/100 (\$50.00) dollars per hour per person required to remove all of the Tenant's discarded or abandoned property and return the Leased Premises to its former condition.

- E. Fire or Other Casualty: In the event the Leased Premises is rendered untenable by fire or other casualty, Landlord may, at its option, terminate this Lease or repaid and restore the Leased Premises within ninety (90) days, and failing to do so, the term of this Lease shall cease and terminate. If the Landlord terminates this Lease as aforesaid, Tenant's obligation to pay rent shall cease as of the date of such fire or casualty. However, if the Landlord does not terminate this Lease as above provided, then the rent due hereunder shall abate from the date of such fire or other casualty until the Leased Premises shall have been so repaired or restored.

In the event the building housing the Leased Premises is fifty percent (50%) or more destroyed by fire or other casualty, Tenant may, at its option, terminate this Lease within ninety (90) days of the date of the casualty, and failing to do so, this option shall automatically cease and terminate at the end of ninety (90) days.

#### SECTION 4.

##### MISCELLANEOUS PROVISIONS:

- A. Notice: Whenever notice is required under the terms of this Lease or may otherwise be given, it shall be sent in writing by U.S. registered mail, postage prepaid, return receipt requested.

If notice is to be given to Landlord, it shall be sent as follows:

Chairman, Kankakee County Board  
County of Kankakee, Administration Building  
189 East Court Street, 4th Floor  
Kankakee, Illinois 60901

If notice is to be given to Tenant, it shall be given as follows:

Arthur W. Nabors, Executive Director  
Kankakee County Labor/Management Association  
P.O. Box 905  
Kankakee, Illinois 60901



- B. Modification: This writing constitutes the entire Agreement between the Landlord and Tenant. No modifications may be made to this Lease except in writing as agreed by the Landlord and the Tenant.
- C. Acceptance of Rent: The parties hereby agree that after the service of notice, commencement of suit, or entry of final judgment for possession of the Leased Premises, Landlord's acceptance of any rent payment from the Tenant shall not be deemed a waiver and shall not affect said notice, suit, or judgment.
- D. Attorney's Fees: The parties hereby agree to pay and discharge all of their own costs, attorney's fees, and expenses that shall be made or incurred by either of them in enforcing the covenants and agreements of this lease.
- E. Forfeiture: The neglect or failure of the Tenant to keep any covenant or condition of this Lease shall be deemed a material breach and shall constitute a forfeiture of rights hereunder, provided that the Tenant is notified of such neglect or failure and does not correct same within ten (10) days, and thereafter further occupancy of the Leased Premises shall be deemed a forcible detainer by Tenant, and Landlord may, without notice, re-enter and take possession of Leased Premises.
- F. Binding upon Successors: This Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and/or assigns.

COUNTY OF KANKAKEE

KANKAKEE COUNTY  
LABOR/MANAGEMENT ASSOCIATION

BY: 

County Board Chairman

BY: 

Its President

Dated this 16th day of May, 1994.

## COMMITTEE REPORT

TO THE HONORABLE COUNTY BOARD OF KANKAKEE COUNTY:

Your Committee, to whom was referred the matter of

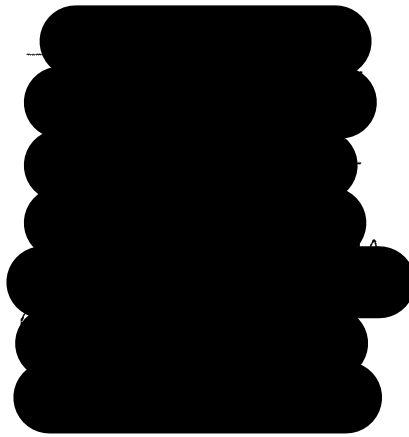
AUTHORIZING THE CHAIRMAN TO SIGN A LEAS AGREEMENT BETWEEN THE COUNTY OF KANKAKEE AND THE  
KANKAKEE COUNTY LABOR/MANAGEMENT ASSOCIATION

beg to submit the following report on the matter before them:

THE COMMITTEE RECOMMENDS THE ADOPTION OF SAID RESOLUTION HEREMITH SUBMITTED

All of which is respectfully submitted.

AYES



NAYS

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ABSTAIN

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BUILDING AND GROUNDS COMMITTEE

(Committee)