

FINANCE COMMITTEE

RESOLUTIONS



**RESOLUTION OF THE COUNTY BOARD
WILL COUNTY, ILLINOIS**

TRANSFERRING FUNDS WITHIN SUNNY HILL NURSING HOME BUDGET

WHEREAS, Sunny Hill's Administrator has requested an internal transfer of funds to purchase an in-house television system, and

WHEREAS, both the Public Health and Safety and Finance Committees concur with this request, and

WHEREAS, pursuant to 55 ILCS 5/6-1003,Transfers from one appropriation of any one fund to another of the same fund, not affecting the total amount appropriated, may be made at any meeting of the board by a two-thirds vote....By a like vote the board may make appropriations in excess of those authorized by the budget in order to meet an immediate emergency.

NOW, THEREFORE, BE IT RESOLVED, that the Will County Board hereby amends its 2010 Budget by transferring appropriations within Sunny Hill's Budget in the amount of \$8,270.10 to fund an in-house television system as follows:

Amount	From	Into
\$ 720.10	101-41-278-2530	Furn & Equip Sm Value
\$7,550.00	3460	Other Prof Services
		101-41-278-4600
		Computer Hard/Software
		4500
		Office Furn & Equip

BE IT FURTHER RESOLVED, that the Finance Department is directed to make the necessary line item and fund adjustments, in accordance with the above-referenced statutory authority.

BE IT FURTHER RESOLVED, that the Preamble of this Resolution is hereby adopted as if fully set herein. This Resolution shall be in full force and effect upon its passage and approval as provided by law.

Adopted by the Will County Board this 19th day of August, 2010.

Vote: Yes _____ No _____ Pass _____ (SEAL)

Nancy Schultz Voots
Will County Clerk

Approved this _____ day of _____, 2010.

Lawrence M. Walsh
Will County Executive



Sunny Hill Nursing Home of Will County

"The Leader in Resident Centered Care and Active Living"

*421 Doris Avenue * Joliet, Illinois * 60433*

*Telephone (815) 727-8710 * FAX (815) 727-8637*

www.willcountyillinois.com

July 23, 2010

Will County Board
Mr. James Moustis, Chairman

Dear Mr. Moustis:

This letter is to request that Sunny Hill be placed on the necessary County Board Committee agenda to request a transfer of funds between codes. These monies will be used to complete the purchase and installation of an in-house television system that Sunny Hill received grant funds for from the Illinois Department of Public Health – Innovation Grant.

We are requesting a transfer of:

\$ 7,550.00 FROM 101-41-278-3460 INTO 101-41-278-4500

\$ 720.10 FROM 101-41-278-2530 INTO 101-41-278-4600

Thank you.

Sincerely,

Karen Isberg Sorbero
Administrator
Sunny Hill Nursing Home of Will County



**RESOLUTION OF THE COUNTY BOARD
WILL COUNTY, ILLINOIS**

TRANSFERRING FUNDS WITHIN SUPERVISOR OF ASSESSMENTS' BUDGET

WHEREAS, the Will County Supervisor of Assessments has requested an internal transfer of funds within her budget to cover necessary equipment, and

WHEREAS, the Finance Committee agrees with this request, and

WHEREAS, pursuant to 55 ILCS 5/6-1003, "transfers from one appropriation of any one fund to another of the same fund, not affecting the total amount appropriated, may be made at any meeting of the board by a two-thirds vote".

NOW, THEREFORE, BE IT RESOLVED, that the Will County Board hereby amends its 2010 Budget, by transferring funds as follows:

<u>FROM</u>	<u>AMOUNT</u>	<u>INTO</u>	<u>AMOUNT</u>
101-52-725-3710 Advertising	\$45,000.00	101-52-725-4500 Comp. Hard/software	\$45,000.00

BE IT FURTHER RESOLVED, that the Will County Finance Department be directed to make the necessary line item and fund adjustments, in accordance with the above-referenced statutory authority.

BE IT FURTHER RESOLVED, that the Preamble of this Resolution is hereby adopted as if fully set herein. This Resolution shall be in full force and effect upon its passage and approval as provided by law.

Adopted by the Will County Board this 19th day of August, 2010.

Vote: Yes ___ No ___ Pass _____ (SEAL)

Nancy Schultz Voots
Will County Clerk

Approved this _____ day of _____, 2010.

Lawrence M. Walsh
Will County Executive



WILL COUNTY
SUPERVISOR OF ASSESSMENTS OFFICE

Will County Office Building
302 North Chicago Street, Joliet, Illinois 60432

Finance Committee
Resolution #10-266
Attachment 1-Page 1 of 4

Rhonda R. Novak
Chief County Assessment Officer

Office: (815) 740-4648
Fax: (815) 740-4696

MEMORANDUM

DATE: July 27, 2010

TO: Jim Moustis, County Board Chairman

FROM: Rhonda R. Novak, Supervisor of Assessments
R.N.

SUBJECT: Budget Transfer

Please place us on your next Executive Committee agenda. The Supervisor of Assessments is requesting County Board approval to process an internal transfer from the 3710 account (Legal notices/Adv) to the 4500 account (office furniture & equipment). The reason for the transfer is to purchase a high density track tier filing system for keeping of all files within the Supervisor of Assessments, Mapping and Platting and Board of Review offices.

<u>From Acc#:</u>		<u>To Acc#:</u>	
101-52-725-3710	\$45,000.00	101-52-725-4500	\$45000.00

Thank you for your cooperation with this matter. If you have any questions, please call me.



LAWRENCE M. WALSH

COUNTY EXECUTIVE

WILL COUNTY FINANCE DEPARTMENT
302 N. CHICAGO STREET, JOLIET, ILLINOIS 60432 PHONE (815) 740-4601
FAX (815) 740-4604

BUDGET TRANSFER FISCAL YEAR 2010

SUPERVISOR OF ASSESSMENTS

DATE: 7-27-10 FROM DEPT. _____

Pursuant to the budget adopted for Fiscal Year 2010, you have authority to transfer funds between line items within an appropriation. The 2010 appropriations are for Wages, Fringes, Other Operating Expenses, and Capital Outlay.

- Transferring within 1000's is allowed with the exception of fringe benefit line items. **NO transfers in or out of payroll Fringe Benefit line items 1510, 1520, 1530, 1550, 1560, 1565 should be made.**
- Transferring between 2000's and 3000's is allowed
- Transferring between 4000's, 5000's and 6000's is allowed

All transfers between appropriations listed below must be approved by a Two-Thirds (2/3) vote of the full County Board. Requests between these appropriations must be presented to the Finance Committee for its recommendation prior to a vote by the County Board;

- Transferring 1000's TO or FROM 2000's, 3000's, 4000's, 5000's and 6000's
- Transferring 2000's TO or FROM 4000's, 5000's and 6000's
- Transferring 3000's TO or FROM 4000's, 5000's and 6000's

CREATING A NEW CODE: *(Please check the box below if applicable)*

FOR FINANCE USE ONLY
Initial _____

(-) MINUS CREDIT

(+) PLUS DEBIT

<input type="checkbox"/>	TO CODE:	<u>101-52-725-4500</u>	AMOUNT:	<u>\$ 45,000</u>
	CODE TITLE:	<u>office furniture + equipment</u>		
	FROM CODE:	<u>101-52-725-3710</u>	AMOUNT:	<u>\$ 45,000</u>
	CODE TITLE:	<u>Adv. legal notices</u>		

AUTHORIZED SIGNATURE: Rhonda R. Nowak

PLEASE RETURN TO THE FINANCE DEPARTMENT, FAX 815-740-4604



Ellis Systems Corporation

Tel: 847-371-0200 28457 N. Ballard Drive
 Fax: 847-371-0202 Lake Forest, Illinois 60045

Date: 7/16/10
Quotation No: KP-071610-2
 Page 2 of 2

To: Will County Supervisor of Assessments Office
 302 N. Chicago, Street, 2nd Floor
 Joliet, IL 60432

Requested By: Rhonda Novak **Dept.:** Records Storage **Phone:** 815-740-4704
Fax: 815-740-4696

ITEM	QTY.	CAT. NO.	DESCRIPTION	UNIT	PER	PRICE
			6 Tier Workfile High Density System			
			Lifetime Warranty on Structure 10 Year Warranty on Moving Parts and Workfile Compartments. All warranties are directly from mfr.			
			Optional Security Lock			\$120
			Optional Locking Hinged Doors on Supply Units			\$1,440
			Non-union Installation *During Normal Business Hours *Area of Install to be empty prior to delivery. *Staging area of 500 sq. ft. needed during installation. 4-5 days. *Packing materials to client dumpster *Assumes dock and freight elevator access during delivery and project. *Decking finished to plywood only, with VCT or Carpet provided and installed by client.			\$6,750
			Estimated Freight			<u>\$700</u>
			Total GSA Pricing without Options			\$43,330

TERMS: Net 30 Days **F.O.B.:** Factory **Transportation
Or Delivery Via:** Best Way

Accepted By: _____ **Submitted By:** Ken Pahlke
 Ellis Systems

Date: _____

To order the item listed, merely sign and return one copy signifying your acceptance. Orders resulting from this quotation are subject to the conditions printed on the reverse side of this sheet.

TERMS AND CONDITIONS OF CONTRACT

- 1) **ACCEPTANCE.** Subject to the approval of seller's credit department, this quotation and contract is for buyer's immediate acceptance and thereafter is not subject to cancellation or to any verbal agreement or condition not stipulated in writing on it. Seller shall not be bound by any terms of buyer's purchase order conditions additional to or different from the terms hereof.
- 2) **SECURITY INTEREST.** Title to the goods described on the face hereof shall not pass until the purchase price is paid in full and purchaser hereby grants a security interest in said goods to secure payment and performance to seller. It is mutually agreed that the billing of such goods is for convenience only; and does not carry title with it. Buyer agrees to sign and deliver to seller any additional security agreement or UCC financing statement required by seller.
- 3) **DEFAULT.** In case of default of payment, or in case of removal of said goods or any part thereof without the consent of the seller, or in the event the purchaser shall mortgage or part with the possession of said property, voluntarily or involuntarily, without the consent of the seller, the latter shall have the right to resume immediate possession of same wherever it may be found, and remove it with or without process of law, and may declare this agreement terminated and may retain all money paid hereunder as liquidated damages and rental for said goods. In the event a claim is placed in an attorney's hands for collection or in the event of litigation, whether as to a sale or rental, buyer agrees to reimburse seller for reasonable attorney's fees in connection therewith. In the event payment is not made within 30 days after invoice date, whether sale or rental, a delinquency charge of 1 1/2% per month (annual percentage rate of 18%) shall be payable by buyer, but not in excess of any legal limit.
- 4) **TAXES.** In the event that sale, use or rental of merchandise herein is subject to any Federal, State, Municipal or other tax, now or hereafter enacted, the amount of any such tax shall be added to the purchase or rental price.
- 5) **LIABILITY OF SELLER.** The seller shall not be liable for any delay in shipment or for failure to deliver the goods covered hereunder because of fire, strikes, war or other emergency, whether national or state, or any political sub-division thereof, or other causes beyond its control. **IN NO EVENT SHALL THE SELLER BE LIABLE FOR INDIRECT OR CONSEQUENTIAL DAMAGES SUCH AS BUT NOT LIMITED TO LOSS OF ANTICIPATED PROFITS OR OTHER ECONOMIC LOSS IN CONNECTION WITH OR ARISING OUT OF THE EXISTENCE, FURNISHING, FAILURE TO FURNISH, FUNCTIONING OR CUSTOMER'S USE OF GOODS.**
- 6) **SHORTAGES.** All claims for shortage must be made within five (5) days from receipt of goods. If buyer has ordered specially printed products, it agrees to accept overruns, or underruns not exceeding 10% of quantity ordered.
- 7) **RENTAL AGREEMENT.** (Applicable if this order covers rental equipment only.) I, (we) agree to rent the said machine(s) for the period specified on the face hereof, if said machine(s) is (are) not returned to seller at the expiration of such stipulated period. I, (we) agree that the rental shall continue, on the same terms and conditions until said machines(s) has (have) been returned to the seller and I (we) further agree to pay promptly any rental accruing for such additional rental period. I, (we) also agree to be responsible for the machine(s) covered by this order and to indemnify the seller for the loss, damage or destruction of said machines(s) due to any cause whatsoever.
- 8) **LIMITED WARRANTY.** Any equipment sold hereunder is warranted to be in satisfactory operating condition when delivered. Should any part prove defective in material or workmanship during the warranty period, replacement of same will be made without charge. Mechanical adjustments will be provided without charge during the warranty period. Buyer shall permit full and free access to perform these services when equipment is not portable; otherwise buyer shall at its expense return equipment for service. This warranty does not include replacement for parts due to misuse, neglect, damage, burned-out motors or fuses.
- 9) **LABOR.** All labor installing and/or servicing equipment is quoted non-union unless otherwise stated.

THE FOREGOING WARRANTY AND LIMITATION ARE EXCLUSIVE REMEDIES AND ARE IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURCHASE.



RESOLUTION OF THE COUNTY BOARD
WILL COUNTY, ILLINOIS

Increasing Certified Local Government Grant Funds in
Land Use Department Budget

WHEREAS, the Land Use Department is in receipt of Certified Local Government Grant Funds and has requested the following budget amendments:

Decrease	101-00-000-39996	Anticipated New Revenue	\$4,200.00
Increase	101-00-000-33365	Historic Preservation Grants	\$4,200.00
Decrease	101-40-100-6999	Anticipated New Expenses	\$6,000.00
Increase	101-41-165-6017	Historic Preservation Exp	\$6,000.00

WHEREAS, pursuant to 55 ILCS 5/6-1003...Transfers from one appropriation of any one fund to another of the same fund, not affecting the total amount appropriated, may be made at any meeting of the board by a two-thirds vote...By a like vote the board may make appropriations in excess of those authorized by the budget in order to meet an immediate emergency.

NOW, THEREFORE, BE IT RESOLVED, that the Will County Board hereby amends its 2010 Budget, by increasing appropriations in the Land Use Budget as described fully above.

BE IT FURTHER RESOLVED, that the Will County Finance Department is directed to make the necessary line item and fund adjustments, in accordance with the above-referenced statutory authority.

BE IT FURTHER RESOLVED, that the Preamble of this Resolution is hereby adopted as if fully set herein. This Resolution shall be in full force and effect upon its passage and approval as provided by law.

Adopted by the Will County Board this 19th day of August, 2010.

Vote: Yes _____ No _____ Pass _____ (SEAL)

Nancy Schultz Voots
Will County Clerk

Approved this _____ day of _____, 2010

Lawrence M. Walsh
Will County Executive

Beth Adams

From: Brian Radner
Sent: Monday, July 26, 2010 12:17 PM
To: Paul P. Rafac; Karen Hennessey; Beth Adams; Melissa Johannsen; Karen Burke
Cc: Curt Paddock
Subject: Augsut Executive Committee Assignment
Attachments: Draft Resolution CLG Grant.doc

Mr. Rafac / Ms. Hennessey / County Board Office-

The Land Use Department respectfully asks that the following matter be placed on the Executive Committee agenda for assignment to the Finance Committee in August (please see attached draft resolution).

The Land Use Department's Administration & Planning Division was awarded a grant that was not previously budgeted for. This grant is for a workshop and a brochure/exhibit board (specifics below). The Department has existing budgeted funds to cover the expenses of the local match.

FY 09 CLG – Grant Deadline: September 30, 2010

70/30 Match

Total grant project cost: \$6,000.00

Local commitment: \$1,800.00

- Resolution #09-198, Approved July 16, 2009 - Authorizing County Executive to Enter into Illinois Historic Preservation Agency, Fiscal Year 2009 Certified Local Government Grant Program for Will County Educational Programming

The Department would like to decrease "Anticipated New Revenues by \$4,200" and increase "Historic Preservation Grants by \$4,200" and decrease "Anticipated New Expenses by \$6,000" and increase "Historic Preservation Expenses by \$6,000". This is the same way we dealt with two other grants earlier this year (Finance Committee Resolution #10-136 and #10-137).

Please do not hesitate to contact me if you have any questions about this matter.

Thank you,

Brian

Brian Radner, AICP, Assistant Director
Administration & Planning
Will County Land Use Department
58 East Clinton Street Suite 500
Joliet, Illinois 60432
ph: 815.774.3321
fax: 815.774.3386
bradner@willcountylanduse.com
www.willcountylanduse.com



**RESOLUTION OF THE COUNTY BOARD
WILL COUNTY, ILLINOIS**

Creating Special Fund 262 for Foreclosure Mediation Program

WHEREAS, based upon authority of the Illinois Supreme Court, the Court Administrator has requested permission to create a special fund, budget, and necessary spending authority for the residential mortgage foreclosure mandatory mediation program, and

WHEREAS, the Finance Committee concurs with these requests, and

WHEREAS, pursuant to 55 ILCS 5/6-1003, budget amendments may be made at any meeting of the board by a two-thirds vote.

NOW, THEREFORE, BE IT RESOLVED, that the Will County Board hereby amends the 2010 Budget by creating special fund 262 for the collection of revenue and disbursement of expenses to maintain and run the residential mortgage foreclosure mandatory mediation program as follows:

Fund: 262 Foreclosure Mediation Program

Revenue:

262-00-000-34425 - Foreclosure Mediation Fee \$300,000

Expenses:

262-42-291-2020 – Office Supplies \$ 17,000
262-42-291-3460 – Other Professional Services \$266,000
262-42-291-3720 – Printing/Publishing \$ 17,000

BE IT FURTHER RESOLVED, that the Will County Finance Department is directed to make the necessary line item and fund adjustments in accordance with the above-referenced statutory authority.

BE IT FURTHER RESOLVED, that the Preamble of this Resolution is hereby adopted as if fully set herein. This Resolution shall be in full force and effect upon its passage and approval as provided by law.

Adopted by the Will County Board this 19th day of August, 2010.

Vote: Yes _____ No _____ Pass _____ (SEAL)

Nancy Schultz Voots
Will County Clerk

Approved this _____ day of _____, 2010.

Lawrence M. Walsh
Will County Executive

STATE OF ILLINOIS)
)
COUNTY OF WILL) SS.

IN THE CIRCUIT COURT OF THE TWELFTH JUDICIAL CIRCUIT
WILL COUNTY, ILLINOIS

ADMINISTRATIVE ORDER NO. 10- 18

**RESIDENTIAL MORTGAGE FORECLOSURE MANDATORY
MEDIATION PROGRAM**

WHEREAS, the Circuit Court with the approval of the Illinois Supreme Court has established by Circuit Court Rule a Residential Mortgage Foreclosure Mandatory Mediation Program; and,

WHEREAS, said program shall commence on August 1, 2010;

NOW, THEREFORE, IT IS HEREBY ORDERED that the following Administrative Procedures are established effective August 1, 2010:

1. **FILING FEE:** In all cases where the Complaint seeks to foreclose a mortgage (residential, commercial, industrial or other) the Circuit Clerk shall charge as additional \$150.00 filing fee to defray the cost of the Residential Mortgage Foreclosure Mandatory Mediation Program. The fees collected shall be forwarded to the Will County Treasurer and maintained in a separate fund subject to disbursement on order of the Chief Judge of the Twelfth Judicial Circuit.
2. **SUMMONS:** In all Residential Mortgage Foreclosure cases, plaintiff shall use a Summons Form specifically tailored for those cases and attached hereto and made a part hereof as Exhibit A. Law firms may generate their own forms as long as they are substantially similar to the Circuit Court Approved Form. The Circuit Clerk will make the determination as to whether law firm generated forms are substantially similar to the Clerk's forms.
3. **ATTACHMENTS TO SUMMONS:** In all Residential Mortgage Foreclosure cases, Plaintiff shall attach a Notice of Mandatory Mediation attached hereto and made a part hereof as Exhibit B and a Foreclosure Mediation Program Initial Questionnaire attached hereto and made a part hereof as Exhibit C. Law Firms may generate their own forms as long as they are substantially similar to the Circuit Court Approved Forms. The Circuit Clerk will make the determination as to whether law firm generated forms are substantially similar to the Clerk's forms

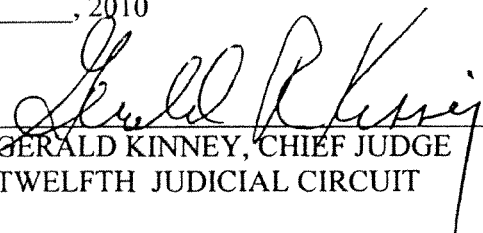
4. **SCHEDULING OF PRE-MEDIATION SCREENING CONFERENCE:** In all Residential Mortgage Foreclosure cases plaintiff shall select a date and time for the conference from a list of dates issued by the Circuit Court. The date shall be at least 42 days but not more than 60 days from the issuance of Summons. Said Date shall be inserted in the Residential Mortgage Foreclosure Summons. If service is by Publication, plaintiff shall pick a date from the Circuit Court list which is at least 42 days, but not more than 60 days from the date of first publication in a newspaper of general circulation in Will County Illinois. When service is by publication plaintiff shall file a copy of the affidavit for Publication containing the date for the Pre-mediation Screening Conference with the Circuit Clerk so the Clerk can add the case to the Pre-mediation Screening calendar for the date selected.
5. **ALIAS SUMMONS:** If an alias summon becomes necessary, the plaintiff shall select a new date for the pre-mediation screening Conference at least 42 days and not more than 60 Days from the issuance of the Alias Summons. No Court order will be required for the issuance of an Alias Summons.
6. **COUNTERCLAIMS TO FORECLOSE A MORTGAGE:** Where the complaint to foreclose a mortgage takes the form of a Counterclaim (For Example the Original Complaint was for a Mechanics Lien), any counterclaims to foreclose a mortgage must pay the extra \$150 filing fee required under the Mandatory Mediation Program. Any party in a counterclaim seeking to foreclose a residential mortgage (as defined in the Illinois Mortgage Foreclosure Act) shall have the right to ask for mediation under the Mandatory Mediation Program by contacting the Clerk's office to schedule a mediation date. The party requesting and scheduling said date must provide notice of any scheduled date to all other parties to the action
7. **SECOND LIENHOLDERS RIGHT TO PARTICIPATE IN MEDIATION:** Any 2nd lienholders may attend any scheduled mediations. To the extent the mediators request that a 2nd lienholder be invited to attend, the plaintiff's counsel shall provide such notice to any other lienholders.
8. **PLACING MEDIATION ON HOLD STATUS:** In the event a plaintiff lender places a file on "hold", it may ask the mediator to reset the mediation to a future date which may be greater than 30 days, provided, however, if all parties to the mediation are not in attendance, the plaintiff's counsel shall provide prompt notice of such rescheduled date to all parties not in attendance.
9. **PRE-MEDIATION CONFERENCE PROCEDURE:** At the Pre-mediation Screening Conference, if the Mediator determines that a Formal Mediation will be beneficial, Mediator shall direct Plaintiff Counsel to provide to the borrower a Loan Modification Packet. Mediator shall also schedule the formal Mediation at a time consistent with sufficient time for the borrower to complete the packet and the lender to have sufficient time to analyze the Loan Modification Packet from an Underwriting Perspective. If the timing for

those two things is uncertain the Mediator may adjourn the Pre-Mediation Screening to a future date for status.

10. ADMONITIONS TO BORROWER AND LENDER: At the Pre-Mediation Screening the Mediator shall admonish both the borrower and the lender of the need to complete matters in a timely fashion and participate in Good Faith.
11. FORMAL MEDIATION: At the Formal Mediation, Lender must be represented in person by a person with full authority to make decisions on the case. That person may be an Underwriter, Loss Mitigation Person, or any company representative with Full authority to enter into Loan Modification Agreements or to negotiate a Deed in Lieu disposition. *All defendant borrowers shall also be present in person and further may have their attorney or a housing counselor at the Formal Mediation.*
12. TIMING OF FORMAL MEDIATION: Formal Mediation shall be scheduled in a timely fashion with a goal not to extend the period of Redemption under the Illinois Mortgage Foreclosure Act. All parties shall use their best efforts to achieve a timely disposition and not delay the proceedings.
13. CELL PHONE USAGE: Since it is contemplated that Plaintiff's Counsel and Lender's Representatives will need to consult telephonically in the Mediation Process, Counsel and Lender's Representatives shall be allowed to bring Cell Phones into the Will County Arbitration Center solely for the purpose of aiding in the Mediation Process. In no case are photographs or recordings of the proceedings or personnel attending allowed. It is understood that this paragraph makes a change to Administrative Order 09-19 which remains in effect in all other particulars.
14. DOCUMENTS TO REMAIN CONFIDENTIAL: All documents used by the mediator, with the exception of official reports to the Court of the results of the mediation or pre-mediation conference, are to be kept confidential. They are not official court records and are not discoverable. The goal is to have the parties engage in a confidential mediation process. The reports of the Pre-Mediation and Mediation conference filed with the Court will be maintained in a separate place in the Court file for the use of the Presiding Judge.

It is further ordered that this Residential Mortgage Foreclosure Mandatory Mediation Program being experimental in nature, further procedures and Guidelines will be issued by the Court as necessary.

DATED THIS 22nd DAY OF July, 2010


GERALD KINNEY, CHIEF JUDGE
TWELFTH JUDICIAL CIRCUIT

Distribution:

Circuit Clerk-Original
All Judges
State's Attorney
Public Defender
County Executive
County Treasurer
Sheriff
Will County Bar Association
Will County Women's Bar Association
Will County Black Bar Association



**RESOLUTION OF THE COUNTY BOARD
WILL COUNTY, ILLINOIS**

Increasing Appropriations in Sheriff's Overweight Truck Budget

WHEREAS, the Sheriff has requested an increase in appropriations in the amount of \$125,000.00 in his Overweight Truck Scale Budget, and

WHEREAS, based on presentations made, the Finance Committees concurs with this request, and

WHEREAS, pursuant to 55 ILCS 5/6-1003,Transfers from one appropriation of any one fund to another of the same fund, not affecting the total amount appropriated, may be made at any meeting of the board by a two-thirds vote....By a like vote the board may make appropriations in excess of those authorized by the budget in order to meet an immediate emergency.

NOW, THEREFORE, BE IT RESOLVED, that the Will County Board hereby amends its 2010 Budget by increasing appropriations in the amount of \$125,000.00 as follows:

Revenue

From: 251-00-000-35123 Revenue \$125,000.00

Expenses

To: 251-50-635-1040 Overtime \$125,000.00

BE IT FURTHER RESOLVED, that the Will County Finance Department is hereby directed to make the necessary line item and fund adjustments, in accordance with the above-referenced statutory authority.

BE IT FURTHER RESOLVED, that the Preamble of this Resolution is hereby adopted as if fully set forth herein. This Resolution shall be in full force and effect upon its passage and approval as provided by law.

Adopted by the Will County Board this 19th day of August, 2010.

Vote: Yes _____ No _____ Pass _____ (SEAL)

Nancy Schultz Voots
Will County Clerk

Approved this _____ day of _____, 2010.

Lawrence M. Walsh
Will County Executive



PAUL J. KAUPAS
WILL COUNTY SHERIFF

Will County Courthouse
14 W. Jefferson Street
Joliet, Illinois 60432

Telephone: 815/727-8895
Fax: 815/727-8565
Website: www.willcosheriff.org

July 26, 2010

Chairman James Moustis
Will County Board
302 N. Chicago Street
Joliet, IL 60432

Dear Chairman Moustis,

The Sheriff's Office requests to be placed on the appropriate committee agenda to request an increase in expense appropriations in the Sheriff's Overweight Truck Account in the following codes:

To Code:	For:	Amount:
251-00-000-35123	Revenue	\$125,000
251-50-635-1040	Overtime	\$125,000

Please see attached support paperwork.

If you have any questions, please feel free to contact me.

Thank you for your attention in this matter.

Nathaniel C. Romeo

Deputy Chief
Will County Sheriff's Office

Cc Sheriff Paul Kaupas
Undersheriff Martin Nowak
Paul Rafac/County Finance Director
Duffy Blackburn/County Auditor
file



**RESOLUTION OF THE COUNTY BOARD
WILL COUNTY, ILLINOIS**

INCREASING APPROPRIATIONS IN STORMWATER MANAGEMENT BUDGET

WHEREAS, the Will County Stormwater Management Planning Committee has developed a FY2010 Work Plan covering various tasks including stream maintenance projects and stream gage network enhancements, and

WHEREAS, the Will County Stormwater Management Planning Committee Director has identified a shortfall in funding to support the Work Plan, and

WHEREAS, the Will County Stormwater Management Planning Committee Director has requested that funds be appropriated into the Stormwater Management Budget, as indicated below, and

WHEREAS, the Finance Committee has recommended approval of this request, and

WHEREAS, pursuant to 55 ILCS 5/6-1003...Transfers from one appropriation of any one fund to another of the same fund, not affecting the total amount appropriated, may be made at any meeting of the board by a two-thirds vote....By a like vote the board may make appropriations in excess of those authorized by the budget in order to meet an immediate emergency.

NOW, THEREFORE, BE IT RESOLVED, that the Will County Board hereby amends its 2010 Budget as follows:

Revenue:

101-40-100-3820 County Board Contingency \$30,000.00

Expense:

101-41-169-3080 Engineering Services \$30,000.00

BE IT FURTHER RESOLVED, that the Will County Finance Department is directed to make the necessary line item and fund adjustments, in accordance with the above reference statutory authority.

BE IT FURTHER RESOLVED, that the Preamble of this Resolution is hereby adopted as if fully set herein. This Resolution shall be in full force and effect upon its passage and approval as provided by law.

Adopted by the Will County Board this 19th day of August, 2010.

Vote: Yes ___ No ___ Pass _____ (SEAL)

Nancy Schultz Voots
Will County Clerk

Approved this _____ day of _____, 2010.

Lawrence M. Walsh
Will County Executive

**Will County
Stormwater Management
Planning Committee**

Memo

To: Edward Kusta, Finance Committee Chairman
From: Howard Hamilton, PE, CFM, Director
Cc: Derek O'Sullivan, CFM, Assistant Director; Scott Killinger, Chairman
Date: 8/3/2010
Re: Appropriations Request for Stormwater Committee's FY2010 Budget

This memo is being written to request a supplemental appropriations increase for Department #101-41-169 under the following expense account codes and amounts:

Revenue:

101-40-100-3820	County Board Contingency	\$30,000.00
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Expense:

101-41-169-3080	Engineering Services	\$30,000.00
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TOTAL		\$30,000.00
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The Stormwater Committee has developed the attached Work Plan for FY2010. This work plan outlines, among other things, \$30,000 of work to be focused on stream gage network enhancements and stream maintenance projects. Currently, work is ongoing for the installation of a stream gage in Plainfield Twp and a second gage is being considered along Dupage River as well. In addition, there are 6 stream maintenance projects being presented to the Stormwater Committee for consideration. In order to advance the Committee's Work Plan an additional \$30,000 appropriation is needed.

At the time of the FY2010 Budget creation, it was discussed the Stormwater Committee might be appropriated a total of \$90,000 to the #3080 Engineering Service Expense account, which has historically been the dollar amount appropriated. Approval of this year's budget resulted in only \$60,000 being appropriated to 3080. The current \$60,000 has been allocated to satisfying the Stormwater Consultant's contract and associated Consultant Work Plan that is also attached.

We respectfully request approval of this appropriation.

COMMITTEE WORK PLAN FOR FY 2010

Administration and Management Recommendations

This includes Staff and DIRECTOR time that may be allocated to the remaining three categories and general support for the Committee.

Regulatory Recommendations

- Continue on call technical support.
- NPDES, MS-4, co-op/workshops for Communities.
- ~~Provide staff assistance for 4-6 Technical Advisory Committee meetings per year~~
- ~~2 Countywide training sessions with community engineers and consultants.~~
- ~~Initiate preparation of 2009 audit to be continued as a self-audit for 28 Certified Communities.~~
- ~~Prepare scope for detailed interview and on-site audit for Certified Communities.~~
- ~~Conduct one on-site audit to be selected randomly.~~

Planning Recommendations \$20,000

- ~~Develop scope of work for Phase 1 and Phase 2 watershed planning,~~
- ~~Prioritize watersheds,~~
- Provide support of 5 stream gages in Will County streams,
 - Identify what critical stream exist in Will County
 - Establish long term network for quantity and quality
 - Flood Forecasting
 - Develop Will Co. Stakeholder Network
- ~~Initiate preparation of Phase 1 for detailed watershed plans in four to five watersheds~~
- Prepare funding request for FY2011.

Maintenance Recommendations \$10,000

- Develop cost shared Stream Maintenance Program Report; costs to be shared between municipalities and County government.
- Inspect Will County streams and prepare report of conditions.
- Initiate 2 stream maintenance projects.
- Continue developing projects 7, 9, 15, 37.

STORMWATER CONSULTANT WORK PLAN FOR FY 2010**Administration and Management Recommendations \$10,000**

This number includes staff and consultant time that may be allocated to the remaining three categories. If so, the costs of the remaining categories could be reduced accordingly.

Regulatory Recommendations \$5,000

- Continue on call technical support.
- NPDES, MS-4, co-op/workshops for Communities that request assistance through the Director.
- ~~• Provide staff assistance for 4-6 Technical Advisory Committee meetings per year~~
- ~~• 2 Countywide training sessions with community engineers and consultants.~~
- ~~• Initiate preparation of 2009 audit to be continued as a self-audit for 28 Certified Communities.~~
- ~~• Prepare scope for detailed interview and on site audit for Certified Communities.~~
- ~~• Conduct one on site audit to be selected randomly.~~

Planning Recommendations \$3,000

- ~~• Develop scope of work for Phase 1 and Phase 2 watershed planning;~~
- ~~• Prioritize watersheds;~~
- ~~• Provide support of 5 stream gages in Will County streams;~~
 - ~~— Identify what critical stream exist in Will County~~
 - ~~— Establish long term network for quantity and quality~~
 - ~~— Flood Forecasting~~
 - ~~— Develop Will Co. Stakeholder Network~~
- ~~• Initiate preparation of Phase 1 for detailed watershed plans in four to five watersheds~~
- Prepare funding request for FY2011.

Maintenance Recommendations- \$42,000

- Develop cost shared Stream Maintenance Program Report; costs to be shared between municipalities and County government.
- Inspect Will County streams and prepare report of conditions.
- Initiate 2 stream maintenance projects.
- Continue developing projects 7, 9, 15, 37.



**RESOLUTION OF THE COUNTY BOARD
WILL COUNTY, ILLINOIS**

**Re: Resolution of Intent to Abate Certain Property Taxes
For Navistar, Inc.**

WHEREAS, **NAVISTAR, INC.**, is relocating their parts distribution facility to Will County; and

WHEREAS, pursuant to 35 ILCS 200/18-165 Will County is authorized to abate any portion of its taxes on property that is commercial or industrial; and

WHEREAS, Will County has made a determination of the assessed value of its property in conformance with 35 ILCS 200/18-165; and

WHEREAS, this relocation would create 100 high paying jobs with an average compensation per employee of \$40,000 (wages plus benefits); and

WHEREAS, this type of job creation is needed in the Will County area; and

WHEREAS, it is in the best interest of the citizens of Will County that this expansion occur and the abatement of ad valorem property taxes be granted.

NOW, THEREFORE BE IT RESOLVED, by the Will County Board that if **NAVISTAR, INC.**, undertakes and relocates their parts distribution facility in Will County, the Will County Clerk is directed to abate 50% percent of Will County's ad valorem property taxes for a period of three (3) years subject to and in conformance with a contractual agreement in substantially the form attached hereto being entered into between Will County and **NAVISTAR, INC.**

BE IT FURTHER RESOLVED, that the Will County Board hereby authorizes the Will County Executive to negotiate and execute an Agreement of Intent to Abate Taxes with **NAVISTAR, INC.**, in substantially the form attached hereto, subject to the review and approval of the Will County State's Attorney.

BE IT FURTHER RESOLVED, that the Preamble of this Resolution is hereby adopted as if fully set forth herein. This Resolution shall be in full force and effect upon its passage and approval as provided by law.

Adopted by the Will County Board this 19th day of August, 2010.

Vote: Yes: _____ No: _____ Pass: _____ (SEAL)

Nancy Schultz Voots
Will County Clerk

Approved this _____ day of _____, 2010.

Lawrence M. Walsh
Will County Executive

AGREEMENT OF INTENT TO ABATE PROPERTY TAXES

WHEREAS, NAVISTAR, INC., is relocating a **parts distribution facility** in Will County and has requested incentives from the County in the form of real estate tax abatements, pursuant to the provisions of law, 35 ILCS 205/162 et seq., and

WHEREAS, the County of Will desires to grant certain incentives to **NAVISTAR, INC.**, to locate within such boundaries, subject to certain conditions, restrictions and limitations, and

WHEREAS, NAVISTAR, INC., has consented to those specified conditions, restrictions and limitations, and

WHEREAS, the County wishes to effect such agreements pursuant to the provisions of Illinois law.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties agree as follows:

1. **DEFINITIONS**

As used herein, unless the context indicates otherwise, or unless specifically defined otherwise, the following terms shall be accorded the following meanings:

1.01 **NAVISTAR, INC.**

NAVISTAR, INC., a corporation having its principal place of business located at **4201 Winfield Road, Warrenville, Illinois 60555**

1.02 **The County.**

Will County, Illinois

1.03 **Supervisor of Assessments.**

The Supervisor of Assessments of Will County, Illinois, charged with the statutory responsibility of appraising and assessing real property.

1.04 **Township Assessor.**

The Assessor of New Lenox Township charged with the statutory responsibility of appraising and assessing real property within the Township.

- 1.05 **County Clerk.**
The Clerk of Will County, Illinois, charged with the responsibility of extending real estate taxes against taxable real property.
- 1.06 **County Recorder.**
The Recorder of Deeds of Will County, Illinois, charged with the statutory responsibility of recording deeds, mortgages, liens, and other instruments affecting title to real estate.
- 1.07 **Subject Property.**
The real estate, and any subsequent improvements, consisting of the property more particularly described in Attachment 1.
- 1.08 **Permanent Index Number.**
The number or numbers assigned to the Subject Property by the Mapping and Platting Department of the County of Will, pursuant to the system for the listing of real estate for purposes of assessment and collection of taxes.
- 1.09 **Assessed Valuation.**
The value of the Subject Property as assessed by the Township Assessor.
- 1.10 **Equalized Assessed Valuation.**
The equalized assessed valuation (EAV) is the assessed value of real property, equalized by the application of the multiplier established for Townships within the County as established by the Supervisor of Assessments pursuant to 35 ILCS 200/9-75 and 200/9-205 or by the application of the multiplier established for Will County by the Illinois Department of Revenue either as a whole or by Township, pursuant to 35 ILCS 200/17-5 et seq. For purposes of this Agreement, the EAV of the subject property as recorded on the books of the County Clerk shall conclusively be deemed the EAV of the Subject Property, except as set forth in Section 6.13 hereof.
- 1.11 **Abatement.**
The reduction of taxes levied against real estate, except that in no event shall the real estate taxes levied and extended on behalf of the County for the payment and discharge of principal and interest on the bonded indebtedness of the County be abated.

- 1.12 **Insolvency of Owner.**
NAVISTAR'S inability to meet its obligations as they become due, NAVISTAR'S adjudication as bankrupt, NAVISTAR'S general assignment for the benefit of creditors, NAVISTAR'S taking the benefit of any insolvency act, or the appointment of a permanent receiver or trustee in bankruptcy for NAVISTAR'S property.
- 1.13 **Assessment Complaint.**
A taxpayer of a taxing body filing a complaint with the Will County Board of Review or the Property Tax Appeal Board of the State of Illinois that the real estate has been improperly assessed or is exempt.
- 1.14 **Tax Rate Objections.**
A taxpayer's challenge, pursuant to 35 ILCS 200/23-5 et seq. that all or a portion of a property tax is illegal because of an unlawful act or omission by taxing bodies.
- 1.15 **Residential Improvements.**
Real estate improved with a house, an apartment building of not more than six living units, or residential condominium, a residential cooperative or a government-subsidized housing project, if required by statute to be assessed in the lowest assessment category.
- 1.16 **Taxing Districts.**
The following collective units of Illinois local government and school districts, including, but not limited to:
1. Forest Preserve District of Will County
 2. Will County Township Building Comm.
 3. New Lenox Township Town Funds
 4. New Lenox Township Road Funds
 5. School District 81
 6. High School District 204
 7. Comm. College District 525
 8. City of Joliet Fire District
 9. City of Joliet
 10. City of Joliet Road & Bridge District
 11. City of Joliet Public Library District
 12. New Lenox Comm Park District
 13. County of Will

2. Abatement of Taxes.

- 2.01 Subject to the terms of this Agreement, the County agrees to abate ad valorem real estate taxes extended against the Subject Property as follows:
- (a) abatements shall begin in the tax levy year that the project is substantially completed and the Subject property is fully assessed as improved property by the Township Assessor as indicated by the records of the Township Assessor. It shall be the obligation of **NAVISTAR, INC.**, to notify the Will County Executive when an occupancy permit has been issued for the improved premises which are the subject of this Agreement.
 - (b) the amount abated shall be **fifty (50%) percent** of real estate tax payable by **NAVISTAR, INC.** to the County attributable to the new improvements, based upon the equalized assessed valuation of the Subject Property, except that in no event shall real estate taxes levied and extended on behalf of the County for the payment and discharge of principal and interest on the bonded indebtedness of the County be abated.
 - (c) Abatements shall continue a duration of **three (3)** consecutive tax levy years, commencing with the tax levy year to which the first abatement applies.
 - (d) In no event shall taxes be abated on the Subject Property for improvements made to that property after commencement of the abatement period as defined in Paragraph 2.01 (a).
- 2.02 The County shall, within five (5) days following its adoption, serve upon **NAVISTAR, INC.**, a copy of the abatement resolution indicating filing with the County Clerk.
- 2.03 This Agreement shall be certified by the County Clerk of Will County and shall be forwarded to the Supervisor of Assessments and County Clerk of Will County, and a copy of the same shall be transmitted to the Will County Treasurer each year during the abatement period, along with the County's annual certificate of levy and abatement resolution.

- 2.04 For the duration of this Agreement, **NAVISTAR, INC.**, shall inform the Will County Executive of any and all changes in the Permanent Index Numbers identifying the Subject Property, within a reasonable time after **NAVISTAR, INC.**, is advised by the County of Will of such changed Permanent Index numbers. The County shall not be held responsible if **NAVISTAR, INC.'S** failure to so notify the Will County Executive results in a defective abatement for the Subject Property caused by obsolete, incorrect or inaccurate Permanent Index Numbers; provided, however, and notwithstanding the provisions of Section 2.01(c)(i) hereof, in the event **NAVISTAR, INC.**, fails to so notify, this Agreement shall be tolled until such time as **NAVISTAR, INC.**, provides the County with the current, correct and accurate Permanent Index Number or Numbers for the Subject Property, at which time the abatement as aforesaid shall continue until the total taxes abated by the County equals the County's pro-rata share of the total amount statutorily allowed to be given to **NAVISTAR, INC.**, by all Taxing Districts under the provisions of 35 ILCS 200/18-165 et seq. or the amount that would have been abated had the correct Permanent Index Number been provided, whichever is less. In no event shall tolling period operate so as to extend this Agreement beyond the maximum 10-year period allowed by law.
- 2.05 **NAVISTAR, INC.**, shall provide the County copies of each of its yearly real estate tax bills when rendered, for purposes of auditing compliance with this Agreement.

3. **Prohibited Acts.**

- 3.01 Failure of **NAVISTAR, INC.** to pay in full, or cause to be paid in full, all properly, legally and validly assessed and computed, real estate taxes which are extended and billed against the Existing Facility and/or Subject Property.
- 3.02 It is understood and agreed by the parties hereto that for a period of time commencing on the date of the date of the Agreement concluding on December 31 of the year in which the last abatement provided for herein is realized, **NAVISTAR, INC.** shall not file tax rate objections or otherwise challenge the rate of taxes levied by and extended by the County. Any payment of taxes by **NAVISTAR, INC.**, and stamped "under protest" is not to be construed as a tax protest. Such wording shall have no force

and effect. The provision does not, by way of limitation, prevent **NAVISTAR, INC.**, from challenging the validity of the assessment of the Subject Property by the Township Assessor, Supervisor of Assessments, or Board of Review at any time during the term of this Agreement.

4. **Cancellation/Recapture of Abatements**

4.01 The obligation of the County to abate taxes herein shall be terminated upon the occurrence of any of the following:

- (a) the insolvency of the Owner as defined in Section 1.13 of this agreement, but only in the event the insolvency causes the Subject Property to cease operations;
- (b) except as provided in Section 6.14 hereof, the sale of the Subject Property;
- (c) the construction of residential improvements on the Subject Property, provided, however, that in the event said residential improvements are identified by separate Permanent Index Numbers, the cancellation of the abatement shall apply only to the abatement attributable to those Permanent Index Numbers so identified.
- (d) on the happening of any of the prohibited acts specified in Section 3 of this Agreement.

4.02 In the event that any of the following events occur, abatements previously granted shall be repaid to the County to the extent the prohibited acts prevent the County from collecting unabated taxes as projected by this Agreement according to the provisions set forth herein:

- (a) **NAVISTAR, INC.** files tax rate objections or otherwise challenges the rate of taxes levied by and extended by the County during a period of time commencing on the date of this Agreement and concluding on December 31 of the year in which the last abatement provided for herein is realized;
- (b) except as provided in Section 6.14 hereof, if there is a sale of the Subject Property and the Subject Property ceases to be operated as a **parts distribution facility**.

- 4.03 This Agreement and the obligations of Will County Board hereunder shall terminate in the event that:
The Project is not fully constructed and operational, as proposed within three (3) years of the date of this Agreement.
- 4.04 **NAVISTAR, INC.** agrees that the parts distribution facility will continue to operate in Will County for a period of not less than twice the period of the abatement and to repay the abatement to the County if it fails to comply with this requirement.

5. **Warranties and Representations**

NAVISTAR, INC. represents and warrants to the County as follows:

- 5.01 That **NAVISTAR, INC.** will commence construction, or cause the commencement of construction, before the County shall have any further obligation to abate taxes as provided for herein.
- 5.02 That **NAVISTAR, INC.** has provided the legal description of the Subject Property set forth in this Agreement and that said legal description is accurate and correct.
- 5.03 That **NAVISTAR, INC.** certifies that the abatement of property taxes is an important factor in its decision to locate in Will County.

6. **Miscellaneous**

- 6.01 Failure of any party to this Agreement to insist upon the strict and prompt performance of the terms, covenants, agreements, and conditions herein contained, or any of them, upon any other party imposed, shall not constitute or be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.
- 6.02 Wherever appropriate in this Agreement, the singular shall include the plural, and the plural shall include the singular.

- 6.03 All section headings or other headings in this Agreement are for general aid of the reader and shall not limit the plain meaning or application of any of the provisions thereunder whether covered or relevant to such heading or not.
- 6.04 A copy of this Agreement and any amendment thereto, or a memorandum of this Agreement shall be recorded by the County.
- 6.05 The officers of **NAVISTAR, INC.** executing this Agreement warrant that they have been lawfully authorized by their Board of Directors to execute this Agreement on behalf of **NAVISTAR, INC.**, the Will County Executive and County Clerk of Will County hereby warrant that they have been lawfully authorized by the Will County Board to execute this Agreement. **NAVISTAR, INC.** and the County shall, upon request, deliver to each other at the respective time to have such entities to cause their authorized agents to affix their signatures hereto on copies of all bylaws, resolutions, letters of direction, ordinances, or other documents required to legally evidence the authority to so execute this Agreement on behalf of the respective entities.
- 6.06 This Agreement sets forth all the promises, inducements, agreements, conditions, and understandings between **NAVISTAR, INC.** and the County relative to the subject matter thereof, and there are no promises, agreements, conditions or understandings, either oral or written, express or implied, between them, other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless authorized in accordance with law and reduced to writing and signed by them.
- 6.07 This Agreement may be executed in two or more counterparts, each of which taken together, shall constitute one and the same instrument.
- 6.08 In the event of any default under or violation of this Agreement, the party not in default or violation shall serve written notice upon the party or parties in default or violation, which notice shall be in writing and shall specify the particular violation or default. Either party may request a meeting with the others to discuss the default or violation, and such meeting shall be held within thirty (30) days

after such notice is given, and the parties shall in good faith attempt to resolve the default in a reasonable fashion.

- 6.09 Any notice, payment, request, instruction, or other document to be delivered hereunder shall be deemed sufficiently given if in writing and delivered personally or mailed by certified mail, postage prepaid, if to the County to:

Mr. Lawrence M. Walsh
Will County Executive
302 North Chicago Street
Joliet, Illinois 60432

and if to **NAVISTAR, INC.** to:
NAVISTAR, INC.
4201 Winfield Road
Warrenville, IL 60555

and if to Lessor to:

Mr. Sean T. Spellman
Northern Builders
5060 River Road
Schiller Park, IL 60176

- 6.10 In the event a court of competent jurisdiction shall determine that the County does not have the power to perform any provision set forth in this Agreement, such provision shall be deemed to be excised herefrom and the invalidity thereof shall not effect any of the other provisions contained herein, and such judgment or decree shall relieve the County from performance under such invalid provision of this Agreement.
- 6.11 The recitals to this Agreement are hereby incorporated as a part of this Agreement and are hereby declared and found to be true and correct.
- 6.12 This Agreement shall be construed in accordance with and governed by the laws of the State of Illinois.

- 6.13 **NAVISTAR, INC.** , shall have the right to file an assessment complaint or otherwise challenge the validity of the assessment of the Subject Property by the Township Assessor, Supervisor of Assessments, or Board of Review at any time during the term of this Agreement. In the event such a complaint is filed or other challenge mounted, **NAVISTAR, INC.** , waives any objections to intervention by the County in any judicial or other proceeding at any time prior to or during such litigation.
- 6.14 **NAVISTAR, INC.** , shall not assign this Agreement to any person or entity without prior written consent of the County except for internal assignment among entities with common ownership or the sale or change in ownership of **NAVISTAR, INC.** Corporation or its parent corporation, so long as the new owner continues to operate the Subject Property as a **parts distribution facility**. It is the obligation of **NAVISTAR, INC.** to notify the County about such internal assignments. No such assignment shall be effective, even if consented to by the County, unless and until the Assignee acknowledges in writing to the County that the obligations of the County to **NAVISTAR, INC.** or any Assignee hereunder are contingent upon certain conditions, covenants and the performance of certain obligations as set forth in this Agreement on the part of **NAVISTAR, INC.** , which such Assignee will assume.
- 6.15 All provisions of this Agreement shall be deemed severable, and if for any reason any portion of this Agreement is deemed invalid or unenforceable, or contrary to or in conflict with then applicable law, or materially incompatible with the procedures or requirements of any governmental agency (e.g. Will County Clerk's Office), then in any of such events, the invalid, unenforceable, conflicting or materially incompatible provisions shall be severed and deleted from this Agreement, without affecting the validity or enforceability of other provisions hereof, except that if the tax abatements granted herein are severed from this Agreement, or otherwise not substantially realizable by **NAVISTAR, INC.** , this Agreement shall thereupon terminate.
- 6.16 **NAVISTAR, INC.** , shall employ, directly or indirectly, at all times during construction covered by this agreement, a minimum of seventy-five percent (75%) local (Will County) labor at the prevailing wage from Will County, Illinois, for construction, from the beginning to the completion of said construction covered by the abatement described herein.

If any material provision of this Agreement is or becomes materially incompatible with the procedures or requirements of any governmental agency (e.g. Will County Clerk's Office), or is otherwise subject to severance, the parties shall diligently use their reasonable best efforts to negotiate an alternative method of achieving the same result, thereby to preserve the benefits and obligations hereof for all parties hereto.

COUNTY OF WILL

NAVISTAR, INC.

LAWRENCE M. WALSH
Will County Executive

By: _____
Its: _____

ATTEST:

ATTEST:

NANCY SCHULTZ VOOTS
Date
Will County Clerk

LESSOR:
NORTHERN BUILDERS

ATTEST:

By: _____
Its: _____



**RESOLUTION OF THE COUNTY BOARD
WILL COUNTY, ILLINOIS**

**Re: Resolution of Intent to Abate Certain Property Taxes
For Goglanian Bakeries**

WHEREAS, **GOGLANIAN BAKERIES**, has selected a Will County site in Crest Hill for a flat bread manufacturing and distribution facility; and

WHEREAS, pursuant to 35 ILCS 200/18-165 Will County is authorized to abate any portion of its taxes on property that is commercial or industrial; and

WHEREAS, Will County has made a determination of the assessed value of its property in conformance with 35 ILCS 200/18-165; and

WHEREAS, this relocation would create 240 high paying jobs with an average compensation per employee of \$33,613 (wages plus benefits); and

WHEREAS, this type of job creation is needed in the Will County area; and

WHEREAS, it is in the best interest of the citizens of Will County that this expansion occur and the abatement of ad valorem property taxes be granted.

NOW, THEREFORE BE IT RESOLVED, by the Will County Board that if **GOGLANIAN BAKERIES**, undertakes and relocates their parts distribution facility in Will County, the Will County Clerk is directed to abate 50% percent of Will County's ad valorem property taxes for a period of five (5) years subject to and in conformance with a contractual agreement in substantially the form attached hereto being entered into between Will County and **GOGLANIAN BAKERIES**.

BE IT FURTHER RESOLVED, that the Will County Board hereby authorizes the Will County Executive to negotiate and execute an Agreement of Intent to Abate Taxes with **GOGLANIAN BAKERIES**, in substantially the form attached hereto, subject to the review and approval of the Will County State's Attorney.

BE IT FURTHER RESOLVED, that the Preamble of this Resolution is hereby adopted as if fully set forth herein. This Resolution shall be in full force and effect upon its passage and approval as provided by law.

Adopted by the Will County Board this 19th day of August, 2010.

Vote: Yes: _____ No: _____ Pass: _____ (SEAL)

Nancy Schultz Voots
Will County Clerk

Approved this _____ day of _____, 2010.

Lawrence M. Walsh
Will County Executive

AGREEMENT OF INTENT TO ABATE PROPERTY TAXES

WHEREAS, GOGLANIAN BAKERIES, is relocating a **flat bread manufacturing and distribution facility** in Will County and has requested incentives from the County in the form of real estate tax abatements, pursuant to the provisions of law, 35 ILCS 205/162 et seq., and

WHEREAS, the County of Will desires to grant certain incentives to **GOGLANIAN BAKERIES,** to locate within such boundaries, subject to certain conditions, restrictions and limitations, and

WHEREAS, GOGLANIAN BAKERIES, has consented to those specified conditions, restrictions and limitations, and

WHEREAS, the County wishes to effect such agreements pursuant to the provisions of Illinois law.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties agree as follows:

1. **DEFINITIONS**

As used herein, unless the context indicates otherwise, or unless specifically defined otherwise, the following terms shall be accorded the following meanings:

1.01 **GOGLANIAN BAKERIES**

GOGLANIAN BAKERIES, a corporation having its principal place of business located at **3710 S. Susan, Suite 175, Santa Ana, CA 92704**

1.02 **The County.**

Will County, Illinois

1.03 **Supervisor of Assessments.**

The Supervisor of Assessments of Will County, Illinois, charged with the statutory responsibility of appraising and assessing real property.

1.04 **Township Assessor.**

The Assessor of Lockport Township charged with the statutory responsibility of appraising and assessing real property within the Township.

- 1.05 **County Clerk.**
The Clerk of Will County, Illinois, charged with the responsibility of extending real estate taxes against taxable real property.
- 1.06 **County Recorder.**
The Recorder of Deeds of Will County, Illinois, charged with the statutory responsibility of recording deeds, mortgages, liens, and other instruments affecting title to real estate.
- 1.07 **Subject Property.**
The real estate, and any subsequent improvements, consisting of the property more particularly described in Attachment 1.
- 1.08 **Permanent Index Number.**
The number or numbers assigned to the Subject Property by the Mapping and Platting Department of the County of Will, pursuant to the system for the listing of real estate for purposes of assessment and collection of taxes.
- 1.09 **Assessed Valuation.**
The value of the Subject Property as assessed by the Township Assessor.
- 1.10 **Equalized Assessed Valuation.**
The equalized assessed valuation (EAV) is the assessed value of real property, equalized by the application of the multiplier established for Townships within the County as established by the Supervisor of Assessments pursuant to 35 ILCS 200/9-75 and 200/9-205 or by the application of the multiplier established for Will County by the Illinois Department of Revenue either as a whole or by Township, pursuant to 35 ILCS 200/17-5 et seq. For purposes of this Agreement, the EAV of the subject property as recorded on the books of the County Clerk shall conclusively be deemed the EAV of the Subject Property, except as set forth in Section 6.13 hereof.
- 1.11 **Abatement.**
The reduction of taxes levied against real estate, except that in no event shall the real estate taxes levied and extended on behalf of the County for the payment and discharge of principal and interest on the bonded indebtedness of the County be abated.

- 1.12 **Insolvency of Owner.**
GOGLANIAN BAKERIES inability to meet its obligations as they become due, **GOGLANIAN BAKERIES** adjudication as bankrupt, **GOGLANIAN BAKERIES** general assignment for the benefit of creditors, **GOGLANIAN BAKERIES** taking the benefit of any insolvency act, or the appointment of a permanent receiver or trustee in bankruptcy for **GOGLANIAN BAKERIES** property.
- 1.13 **Assessment Complaint.**
A taxpayer of a taxing body filing a complaint with the Will County Board of Review or the Property Tax Appeal Board of the State of Illinois that the real estate has been improperly assessed or is exempt.
- 1.14 **Tax Rate Objections.**
A taxpayer's challenge, pursuant to 35 ILCS 200/23-5 et seq. that all or a portion of a property tax is illegal because of an unlawful act or omission by taxing bodies.
- 1.15 **Residential Improvements.**
Real estate improved with a house, an apartment building of not more than six living units, or residential condominium, a residential cooperative or a government-subsidized housing project, if required by statute to be assessed in the lowest assessment category.
- 1.16 **Taxing Districts.**
The following collective units of Illinois local government and school districts, including, but not limited to:
1. Forest Preserve District of Will County
 2. Will County Township Building Comm.
 3. Lockport Township Town Funds
 4. Lockport Township Road Funds
 5. School District 88-A
 6. High School District 205
 7. Comm. College District 525
 8. Lockport Fire District
 9. City of Crest Hill
 10. City of Crest Hill Road & Bridge District
 11. City of Crest Hill Library District
 12. Lockport Park District
 13. County of Will

2. **Abatement of Taxes.**

2.01 Subject to the terms of this Agreement, the County agrees to abate ad valorem real estate taxes extended against the Subject Property as follows:

- (a) abatements shall begin in the tax levy year that the project is substantially completed and the Subject property is fully assessed as improved property by the Township Assessor as indicated by the records of the Township Assessor. It shall be the obligation of **GOGLANIAN BAKERIES**, to notify the Will County Executive when an occupancy permit has been issued for the improved premises which are the subject of this Agreement.
- (b) the amount abated shall be **fifty (50%) percent** of real estate tax payable by **GOGLANIAN BAKERIES** to the County attributable to the new improvements, based upon the equalized assessed valuation of the Subject Property, except that in no event shall real estate taxes levied and extended on behalf of the County for the payment and discharge of principal and interest on the bonded indebtedness of the County be abated.
- (c) Abatements shall continue a duration of **five (5)** consecutive tax levy years, commencing with the tax levy year to which the first abatement applies.
- (d) In no event shall taxes be abated on the Subject Property for improvements made to that property after commencement of the abatement period as defined in Paragraph 2.01 (a).

2.02 The County shall, within five (5) days following its adoption, serve upon **GOGLANIAN BAKERIES**, a copy of the abatement resolution indicating filing with the County Clerk.

2.03 This Agreement shall be certified by the County Clerk of Will County and shall be forwarded to the Supervisor of Assessments and County Clerk of Will County, and a copy of the same shall be transmitted to the Will County Treasurer each year during the abatement period, along with the County's annual certificate of levy and abatement resolution.

2.04 For the duration of this Agreement, **GOGLANIAN BAKERIES**, shall inform the Will County Executive of any and all changes in the Permanent Index Numbers identifying the Subject Property, within a reasonable time after **GOGLANIAN BAKERIES**, is advised by the County of Will of such changed Permanent Index numbers. The County shall not be held responsible if **GOGLANIAN BAKERIES'S** failure to so notify the Will County Executive results in a defective abatement for the Subject Property caused by obsolete, incorrect or inaccurate Permanent Index Numbers; provided, however, and notwithstanding the provisions of Section 2.01(c)(i) hereof, in the event **GOGLANIAN BAKERIES**, fails to so notify, this Agreement shall be tolled until such time as **GOGLANIAN BAKERIES**, provides the County with the current, correct and accurate Permanent Index Number or Numbers for the Subject Property, at which time the abatement as aforesaid shall continue until the total taxes abated by the County equals the County's pro-rata share of the total amount statutorily allowed to be given to **GOGLANIAN BAKERIES**, by all Taxing Districts under the provisions of 35 ILCS 200/18-165 et seq. or the amount that would have been abated had the correct Permanent Index Number been provided, whichever is less. In no event shall tolling period operate so as to extend this Agreement beyond the maximum 10-year period allowed by law.

2.05 **GOGLANIAN BAKERIES**, shall provide the County copies of each of its yearly real estate tax bills when rendered, for purposes of auditing compliance with this Agreement.

3. Prohibited Acts.

3.01 Failure of **GOGLANIAN BAKERIES** to pay in full, or cause to be paid in full, all properly, legally and validly assessed and computed, real estate taxes which are extended and billed against the Existing Facility and/or Subject Property.

3.02 It is understood and agreed by the parties hereto that for a period of time commencing on the date of the date of the Agreement concluding on December 31 of the year in which the last abatement provided for herein is realized, **GOGLANIAN BAKERIES** shall not file tax rate objections or otherwise challenge the rate of taxes levied by and extended by the County. Any payment of taxes by **GOGLANIAN BAKERIES**, and stamped "under protest" is not to be construed as a tax protest. Such wording shall

have no force and effect. The provision does not, by way of limitation, prevent **GOGLANIAN BAKERIES**, from challenging the validity of the assessment of the Subject Property by the Township Assessor, Supervisor of Assessments, or Board of Review at any time during the term of this Agreement.

4. **Cancellation/Recapture of Abatements**

- 4.01 The obligation of the County to abate taxes herein shall be terminated upon the occurrence of any of the following:
- (a) the insolvency of the Owner as defined in Section 1.13 of this agreement, but only in the event the insolvency causes the Subject Property to cease operations;
 - (b) except as provided in Section 6.14 hereof, the sale of the Subject Property;
 - (c) the construction of residential improvements on the Subject Property, provided, however, that in the event said residential improvements are identified by separate Permanent Index Numbers, the cancellation of the abatement shall apply only to the abatement attributable to those Permanent Index Numbers so identified.
 - (d) on the happening of any of the prohibited acts specified in Section 3 of this Agreement.
- 4.02 In the event that any of the following events occur, abatements previously granted shall be repaid to the County to the extent the prohibited acts prevent the County from collecting unabated taxes as projected by this Agreement according to the provisions set forth herein:
- (a) **GOGLANIAN BAKERIES** files tax rate objections or otherwise challenges the rate of taxes levied by and extended by the County during a period of time commencing on the date of this Agreement and concluding on December 31 of the year in which the last abatement provided for herein is realized;
 - (b) except as provided in Section 6.14 hereof, if there is a sale of the Subject Property and the Subject Property ceases to be operated as a **flat bread manufacturing and distribution facility**.
- 4.03 This Agreement and the obligations of Will County Board hereunder shall terminate in the event that:

The Project is not fully constructed and operational, as proposed within three (3) years of the date of this Agreement.

- 4.04 **GOGLANIAN BAKERIES** agrees that the parts distribution facility will continue to operate in Will County for a period of not less than twice the period of the abatement and to repay the abatement to the County if it fails to comply with this requirement.

5. **Warranties and Representations**

GOGLANIAN BAKERIES represents and warrants to the County as follows:

- 5.01 That **GOGLANIAN BAKERIES** will commence construction, or cause the commencement of construction, before the County shall have any further obligation to abate taxes as provided for herein.
- 5.02 That **GOGLANIAN BAKERIES** has provided the legal description of the Subject Property set forth in this Agreement and that said legal description is accurate and correct.
- 5.03 That **GOGLANIAN BAKERIES** certifies that the abatement of property taxes is an important factor in its decision to locate in Will County.

6. **Miscellaneous**

- 6.01 Failure of any party to this Agreement to insist upon the strict and prompt performance of the terms, covenants, agreements, and conditions herein contained, or any of them, upon any other party imposed, shall not constitute or be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.
- 6.02 Wherever appropriate in this Agreement, the singular shall include the plural, and the plural shall include the singular.
- 6.03 All section headings or other headings in this Agreement are for general aid of the reader and shall not limit the plain meaning or application of any of the provisions thereunder whether covered or relevant to such heading or not.

- 6.04 A copy of this Agreement and any amendment thereto, or a memorandum of this Agreement shall be recorded by the County.
- 6.05 The officers of **GUGLANIAN BAKERIES** executing this Agreement warrant that they have been lawfully authorized by their Board of Directors to execute this Agreement on behalf of **GUGLANIAN BAKERIES**, the Will County Executive and County Clerk of Will County hereby warrant that they have been lawfully authorized by the Will County Board to execute this Agreement. **GUGLANIAN BAKERIES** and the County shall, upon request, deliver to each other at the respective time to have such entities to cause their authorized agents to affix their signatures hereto on copies of all bylaws, resolutions, letters of direction, ordinances, or other documents required to legally evidence the authority to so execute this Agreement on behalf of the respective entities.
- 6.06 This Agreement sets forth all the promises, inducements, agreements, conditions, and understandings between **GUGLANIAN BAKERIES** and the County relative to the subject matter thereof, and there are no promises, agreements, conditions or understandings, either oral or written, express or implied, between them, other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless authorized in accordance with law and reduced to writing and signed by them.
- 6.07 This Agreement may be executed in two or more counterparts, each of which taken together, shall constitute one and the same instrument.
- 6.08 In the event of any default under or violation of this Agreement, the party not in default or violation shall serve written notice upon the party or parties in default or violation, which notice shall be in writing and shall specify the particular violation or default. Either party may request a meeting with the others to discuss the default or violation, and such meeting shall be held within thirty (30) days after such notice is given, and the parties shall in good faith attempt to resolve the default in a reasonable fashion.

- 6.09 Any notice, payment, request, instruction, or other document to be delivered hereunder shall be deemed sufficiently given if in writing and delivered personally or mailed by certified mail, postage prepaid, if to the County to:

Mr. Lawrence M. Walsh
Will County Executive
302 North Chicago Street
Joliet, Illinois 60432

and if to **GOGLANIAN BAKERIES** to:

GOGLANIAN BAKERIES
3710 S. Susan, Suite 175
Santa Ana, CA 92704

- 6.10 In the event a court of competent jurisdiction shall determine that the County does not have the power to perform any provision set forth in this Agreement, such provision shall be deemed to be excised herefrom and the invalidity thereof shall not effect any of the other provisions contained herein, and such judgment or decree shall relieve the County from performance under such invalid provision of this Agreement.
- 6.11 The recitals to this Agreement are hereby incorporated as a part of this Agreement and are hereby declared and found to be true and correct.
- 6.12 This Agreement shall be construed in accordance with and governed by the laws of the State of Illinois.
- 6.13 **GOGLANIAN BAKERIES** , shall have the right to file an assessment complaint or otherwise challenge the validity of the assessment of the Subject Property by the Township Assessor, Supervisor of Assessments, or Board of Review at any time during the term of this Agreement. In the event such a complaint is filed or other challenge mounted, **GOGLANIAN BAKERIES** , waives any objections to intervention by the County in any judicial or other proceeding at any time prior to or during such litigation.

- 6.14 **GOGLANIAN BAKERIES** , shall not assign this Agreement to any person or entity without prior written consent of the County except for internal assignment among entities with common ownership or the sale or change in ownership of **GOGLANIAN BAKERIES** Corporation or its parent corporation, so long as the new owner continues to operate the Subject Property as a **flat bread manufacturing and distribution facility**. It is the obligation of **GOGLANIAN BAKERIES** to notify the County about such internal assignments. No such assignment shall be effective, even if consented to by the County, unless and until the Assignee acknowledges in writing to the County that the obligations of the County to **GOGLANIAN BAKERIES** or any Assignee hereunder are contingent upon certain conditions, covenants and the performance of certain obligations as set forth in this Agreement on the part of **GOGLANIAN BAKERIES** , which such Assignee will assume.
- 6.15 All provisions of this Agreement shall be deemed severable, and if for any reason any portion of this Agreement is deemed invalid or unenforceable, or contrary to or in conflict with then applicable law, or materially incompatible with the procedures or requirements of any governmental agency (e.g. Will County Clerk's Office), then in any of such events, the invalid, unenforceable, conflicting or materially incompatible provisions shall be severed and deleted from this Agreement, without affecting the validity or enforceability of other provisions hereof, except that if the tax abatements granted herein are severed from this Agreement, or otherwise not substantially realizable by **GOGLANIAN BAKERIES** , this Agreement shall thereupon terminate.
- 6.16 **GOGLANIAN BAKERIES** , shall employ, directly or indirectly, at all times during construction covered by this agreement, a minimum of seventy-five percent (75%) local (Will County) labor at the prevailing wage from Will County, Illinois, for construction, from the beginning to the completion of said construction covered by the abatement described herein.

If any material provision of this Agreement is or becomes materially incompatible with the procedures or requirements of any governmental agency (e.g. Will County Clerk's Office), or is otherwise subject to severance, the parties shall diligently use their reasonable best efforts to negotiate an alternative method of achieving the same result, thereby to preserve the benefits and obligations hereof for all parties hereto.

COUNTY OF WILL

GOGLANIAN BAKERIES

LAWRENCE M. WALSH
Will County Executive

By: _____
Its: _____

ATTEST:

ATTEST:

NANCY SCHULTZ VOOTS
Date
Will County Clerk
