

Kankakee County
Board Meeting
May 10, 1994
9:30 a.m.

A G E N D A

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

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/Dailey M/c.*

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

COMMUNICATIONS:

1. Resignation of Bernard M. Davis - Kankakee County Housing Authority *Martin/Washington M/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.
5. Coroner's Monthly Report for March, 1994.
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.

*Whitten/Lee
M/c*

RESOLUTIONS:

1. Highway and Bridge Committee
RC X Award of Contracts *Kuuse/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 *Boudreaux/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 abstain. M/c*
X Declaration of Surplus Property *Shuttles/Lee M/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.

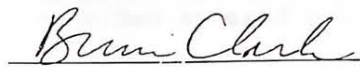
WHEREAS, the Buildings and Grounds Committee recommend that the Kankakee County Board authorize the Chairman of the County Board to enter into a contract for lease of County building space to the Kankakee County Labor/Management Association.

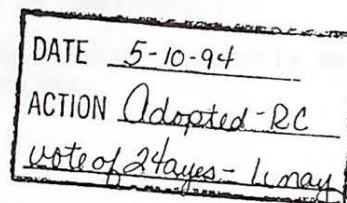
NOW, THEREFORE BE IT RESOLVED that in the interest of promoting economic growth in Kankakee County, the Chairman of the Kankakee County Board is authorized to enter into a lease agreement with the Kankakee County Labor/Management Association wherein the Association would lease available office space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

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 repair 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: Dorelle Thompson
County Board Chairman

BY: John W. Davis
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 HEREWITH SUBMITTED

All of which is respectfully submitted.

AYES

NAYS

James Rogers
Michael J. Quigley
Paul Rogers
Stephen Jensen
George Washington
Jim Stauffer
Rhane Branstad

ABSTAIN

BUILDING AND GROUNDS COMMITTEE

(Committee)