1. Call to Order
2. Roll Call
3. Determination of a Quorum
4. Approval of Previous Month’s Minutes
5. Approval of Agenda
6. Special Recognition
   A. Recognition of Retiring County Board Member Amy Cesich
   B. Special Presentation Sheriff’s Office – Scott Koster and Sabrina Jennings
7. Correspondence and Communications – County Clerk
8. Citizens to Be Heard
9. Executive Session
10. Old Business
11. New Business
   A. Proclamation of November 2014 as Epilepsy & SUDEP Awareness Month in the County of Kendall, Illinois
12. Elected Officials Report and Other Department Reports
   A. Sheriff
   B. County Clerk
   C. Treasurer
   D. Clerk of the Court
   E. State’s Attorney
   F. Coroner
   G. Health Department
   H. Supervisor of Assessments
13. Standing Committee Reports
   A. Planning, Building & Zoning
      1. Approve Petition 14-25: Amendment to the Kendall County Zoning Ordinance to allow medical cannabis dispensing organizations
   B. Public Safety
   C. Administration/HR
      1. Approval of recommendations regarding request by Village of Oswego to change routes and schedules for park and ride service
      2. Approval of pass through agreement for public transportation financial assistance under section 5310 of the Federal Transit Act of 1991, as amended (49 U.S.C § 5310), Section 5311 of the Federal Transit Act of 1991, as amended (49 U.S.C § 5311) and the Illinois Downstate Public Transportation Act (30 ILCS 740/2-1)
      3. Approval of Vehicle Lease Agreement with Voluntary Action Center of DeKalb County
      4. Approve Employee Handbook revision – Section 6.6 Maternity Accommodations Policy
   D. Highway
      1. Approve Bulk fuel bids from Elburn Coop, including $2.58\(^1\) for 16,000 gallons of 89-octane gasoline and $2.93\(^6\) for 25,000 gallons of biodiesel fuel for the period from December 1, 2014 to November 30, 2015
      2. Approval of Ordinance for Access variance for Daron & Kimberly Spicher for residential full access on the south side of Plattville Road approximately 2000’ east of Ashley Road
3. Approval of Intergovernmental Agreement between Kendall County and Plainfield Fire Protection District for perpetual maintenance of emergency vehicle pre-emption equipment (EVP) at the intersection of Illinois Route 126 and Ridge Road

4. Approval of Resolution renaming “Ridge Road” to “Old Ridge Road” beginning at Illinois Route 126 and extending 4200’ south

5. Approval of Ordinance providing for an altered speed limit of 45 mph on Old Ridge Road

E. Facilities Management
F. Finance Committee
   1. Approve Claims in an amount not to exceed $3,029,402.74 and claims for Election Judges in an amount not to exceed $47,239.50
   2. Approval of Municipalities Continuing Disclosure Cooperation Initiative Questionnaire for Self-Reporting Entities Recommendation
   3. Approval of Resolution Establishing a General Fund Balance Reserve Policy
   4. Approval of Reimbursement of Employee Health Insurance Deduction Overage in the amount of $33,500.00

G. Health & Environment
H. Committee of the Whole
I. Standing Committee Minutes Approval

14. Special Committee Reports
   A. Public Building Commission
   B. VAC
   C. Historic Preservation Commission
   D. Board of Health
   E. River Valley Workforce Investment Board
   F. Per Diem Ad Hoc
      1. Amend Kendall County Board Rules of Order to clarify per diems and associated mileage shall not be collected for:
         a. Kendall County Board of Health
         b. Kendall County 708 Mental Health Board
         c. Kendall County Historic Preservation

G. Juvenile Justice Counsel

15. Other Business

16. Chairman’s Report

   **Appointments**
   
   Jim Brummel – Farmland Protection Commission – 3 year term – expires December 2017
   John Kellogg – Farmland Protection Commission – 3 year term – expires December 2017
   Judy Gilmour – 708 Community Mental Health – 4 year term – expires December 2018
   Scott Gryder – Oswego Visitors Bureau Board (Rep) – 3 year term – expires November 2017
   Elizabeth Flowers – Oswego Visitors Bureau Board (Alt) – 2 year term – expires November 2016

17. Citizens to be Heard
18. Questions from the Press
19. Adjournment
The Kendall County Board Meeting was held at the Kendall County Office Building, Room 209, in the City of Yorkville on Tuesday, October 21, 2014 at 9:00 a.m. The Clerk called the roll. Members present: Chairman John Shaw, Amy Cesich, Lynn Cullick, Elizabeth Flowers, Judy Gilmour, Scott Gryder, Dan Koukol, Matthew Prochaska, John Purcell and Jeff Wehrli.

The Clerk reported to the Chairman that a quorum was present to conduct business.

THE MINUTES

Member Gryder moved to approve the submitted minutes from the Adjourned County Board Meeting of 9/16/14. Member Cullick seconded the motion. Chairman Shaw asked for a voice vote on the motion. All members present voting aye. Motion carried.

THE AGENDA

Member Prochaska moved to approve the agenda with moving Executive Session to the end of the meeting. Member Gilmour seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

CORRESPONDENCE AND COMMUNICATIONS

County Clerk Debbie Gillette stated that early voting has started and turnout for the first day was very good.

ELECTED OFFICIALS REPORT AND OTHER DEPARTMENT REPORTS

Sheriff

Sheriff Randall reported on the cost of meals at the jail, the number of inmates housed from other counties has increased revenue and court security made several arrests.

County Clerk

Revenue Report 9/1/14-9/30/14

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Fund</th>
<th>Revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td>County Clerk Fees</td>
<td>$</td>
<td>705.50</td>
</tr>
<tr>
<td>County Clerk Fees - Marriage License</td>
<td>$</td>
<td>1,950.00</td>
</tr>
<tr>
<td>County Clerk Fees - Civil Union</td>
<td>$</td>
<td>-</td>
</tr>
<tr>
<td>County Clerk Fees - Misc</td>
<td>$</td>
<td>2,197.50</td>
</tr>
<tr>
<td>County Clerk Fees - Recording</td>
<td>$</td>
<td>25,893.00</td>
</tr>
<tr>
<td>01010061205 Total County Clerk Fees</td>
<td>$</td>
<td>30,746.00</td>
</tr>
<tr>
<td>01010001185 County Revenue</td>
<td>$</td>
<td>24,549.00</td>
</tr>
<tr>
<td>38010001320 Doc Storage</td>
<td>$</td>
<td>15,385.50</td>
</tr>
<tr>
<td>51010001320 GIS Mapping</td>
<td>$</td>
<td>25,985.00</td>
</tr>
<tr>
<td>37010001320 GIS Recording</td>
<td>$</td>
<td>3,243.00</td>
</tr>
<tr>
<td>01010001135 Interest</td>
<td>$</td>
<td>22.23</td>
</tr>
<tr>
<td>01010061210 Recorder's Misc</td>
<td>$</td>
<td>3,852.00</td>
</tr>
<tr>
<td>81010001320 RHSP/Housing Surcharge</td>
<td>$</td>
<td>12,699.00</td>
</tr>
<tr>
<td>CK # 17654 To KC Treasurer</td>
<td>$</td>
<td>116,481.73</td>
</tr>
</tbody>
</table>

Treasurer
Kendall County General Fund
QUICK ANALYSIS OF MAJOR REVENUES AND TOTAL EXPENDITURES
FOR TEN MONTHS ENDED 09/30/2014

<table>
<thead>
<tr>
<th>REVENUES*</th>
<th>Annual Budget</th>
<th>2014 YTD Actual</th>
<th>2014 YTD %</th>
<th>2013 YTD Actual</th>
<th>2013 YTD %</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personal Property Repl. Tax</td>
<td>$365,000</td>
<td>$325,199</td>
<td>89.10%</td>
<td>$322,952</td>
<td>102.52%</td>
</tr>
<tr>
<td>State Income Tax</td>
<td>$2,410,000</td>
<td>$2,128,374</td>
<td>88.31%</td>
<td>$2,228,823</td>
<td>114.30%</td>
</tr>
<tr>
<td>Local Use Tax</td>
<td>$395,000</td>
<td>$380,428</td>
<td>96.31%</td>
<td>$346,061</td>
<td>101.78%</td>
</tr>
<tr>
<td>State Sales Tax</td>
<td>$900,000</td>
<td>$657,663</td>
<td>73.07%</td>
<td>$741,058</td>
<td>78.25%</td>
</tr>
<tr>
<td>County Clerk Fees</td>
<td>$452,000</td>
<td>$265,286</td>
<td>58.69%</td>
<td>$394,039</td>
<td>98.51%</td>
</tr>
<tr>
<td>Circuit Clerk Fees</td>
<td>$1,100,000</td>
<td>$788,117</td>
<td>71.65%</td>
<td>$975,166</td>
<td>81.26%</td>
</tr>
<tr>
<td>Fines &amp; Foreits/St Atty.</td>
<td>$520,000</td>
<td>$372,915</td>
<td>71.71%</td>
<td>$424,511</td>
<td>77.18%</td>
</tr>
<tr>
<td>Building and Zoning</td>
<td>$40,000</td>
<td>$64,011</td>
<td>160.03%</td>
<td>$33,208</td>
<td>83.02%</td>
</tr>
<tr>
<td>Interest Income</td>
<td>$35,000</td>
<td>$14,354</td>
<td>41.01%</td>
<td>$16,969</td>
<td>48.48%</td>
</tr>
<tr>
<td>Health Insurance - Empl. Ded.</td>
<td>$1,112,053</td>
<td>$967,710</td>
<td>87.02%</td>
<td>$948,733</td>
<td>86.21%</td>
</tr>
<tr>
<td>1/4 Cent Sales Tax</td>
<td>$2,460,000</td>
<td>$2,146,772</td>
<td>87.27%</td>
<td>$2,094,926</td>
<td>87.29%</td>
</tr>
<tr>
<td>County Real Estate Transf Tax</td>
<td>$330,000</td>
<td>$254,635</td>
<td>77.16%</td>
<td>$294,598</td>
<td>155.05%</td>
</tr>
<tr>
<td>Correction Dept. Board &amp; Care</td>
<td>$850,000</td>
<td>$783,200</td>
<td>92.14%</td>
<td>$782,460</td>
<td>97.20%</td>
</tr>
<tr>
<td>Sheriff Fees</td>
<td>$650,000</td>
<td>$383,060</td>
<td>58.93%</td>
<td>$579,153</td>
<td>82.50%</td>
</tr>
<tr>
<td><strong>TOTALS</strong></td>
<td><strong>$11,619,053</strong></td>
<td><strong>$9,531,724</strong></td>
<td><strong>82.04%</strong></td>
<td><strong>$10,182,656</strong></td>
<td><strong>92.78%</strong></td>
</tr>
</tbody>
</table>

*Includes major revenue line items excluding real estate taxes which are to be collected later.

To be on Budget after 10 months the revenue and expense should at 83.33%

County Treasurer, Jill Ferko stated that they are winding down the tax cycle, they are sending out delinquent notices and the tax sale is set for November 12, 2014.
State’s Attorney

State’s Attorney, Eric Weis stated that October is Domestic Violence Awareness Month. The last week of October is Red Ribbon Week which is drug and alcohol awareness week.

Health Department

Dr. Tokars informed the board about the actions they are taking in efforts to work on Ebola preparedness in the county. There is information available on the website. Dr. Tokars stated three National policy matters and strategies on travel, screening and containment, and quarantine efforts and loss of wages.

Coroner

Statistics:

<table>
<thead>
<tr>
<th>2014 Statistics</th>
<th>Stats for Same Period in 2013</th>
<th>Difference</th>
</tr>
</thead>
<tbody>
<tr>
<td>2014 Total Deaths…..</td>
<td>229</td>
<td>245</td>
</tr>
<tr>
<td>Autopsies to Date……………</td>
<td>19</td>
<td>19</td>
</tr>
<tr>
<td>Toxicology Samples.</td>
<td>23</td>
<td>16</td>
</tr>
<tr>
<td>Cremation Permits….</td>
<td>126</td>
<td>124</td>
</tr>
</tbody>
</table>

Coroner's Office Personnel Update:

On September 25, Coroner Toftoy and Deputy Corner Purcell met with Dr. Amaal Tokars Regarding gathering data on self-violent deaths.

Supervisor of Assessments

Supervisor of Assessments, Andy Nicoletti stated that the Board of Review will start to have hearings next week and the numbers of complaints are down, they have 400-500 turned in this year.

STANDING COMMITTEE REPORTS

Planning, Building & Zoning

Petition 14-26: Special use for 4287 Eldamain Road

Member Gryder made a motion to approve Petition 14-26: Approval of a special use for 4287 Eldamain Road to operate a veterinary establishment, but not including the boarding of animals except for overnight stays for medical treatment and observation. Member Cullick seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

State of Illinois
County of Kendall

ORDINANCE NUMBER 2014 - 30
GRANTING AN A-1 SPECIAL USE FOR CRITTER CARE VETERINARY SERVICES, LTD. AT 4287 ELDAMAIN ROAD

WHEREAS, Critter Care Veterinary Services, Ltd. has filed a petition for a Special Use within the A-1 Agricultural Zoning District for a 3.9 acre property located on the west side of Eldamain Road, 0.45 miles south of Route 34, commonly known as 4287 Eldamain Road, (PIN# 01-25-200-006), in Little Rock Township; and

WHEREAS, said property is currently zoned A-1 Agricultural; and

WHEREAS, said petition is to obtain an A-1 Special Use Permit to operate a veterinary establishment, but not including the boarding of animals except for overnight stays for medical treatment and observation; and

WHEREAS, said property is legally described as:

THAT PART OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 37 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER OF SAID SECTION; THENCE SOUTH 00°13'51" EAST ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, 1380.50 FEET TO THE POINT OF BEGINNING; THENCE
WHEREAS, all procedures required by the Kendall County Zoning Ordinance were followed including notice for public hearing, preparation of the findings of fact in accordance with Section 13.08.J of the Zoning Ordinance, and recommendation for approval by the Special Use Hearing Officer on September 29, 2014; and

WHEREAS, the findings of fact were approved as follows:

That the establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare. The proposed special use for continuation of the veterinary office and clinic that is currently located on Eldamain Road continues a long agricultural use. It presents no change in the character of the neighborhood or use of the property and is beneficial to the large residential population needing critical animal care surrounding the area and potential boarding of animal.

That the special use will not be substantially injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood. The Zoning classification of property within the general area of the property in question shall be considered in determining consistency with this standard. The proposed use shall make adequate provisions for appropriate buffers, landscaping, fencing, lighting, building materials, open space and other improvements necessary to insure that the proposed use does not adversely impact adjacent uses and is compatible with the surrounding area and/or the County as a whole. There is adequate distance between the existing special use and the expansion thereof and surrounding properties. As is pointed out in the current LRMP of Kendall County in its Agricultural Easement Kendall County has a long and rich history in agriculture and it is a primary objective of the Kendall County LRMP to encourage and continue the expansion of agriculture and agricultural related uses.

That adequate utilities, access roads and points of ingress and egress, drainage, and/or other necessary facilities have been or are being provided. There are no public utilities or development needs that in any way place a burden on local taxing districts or bodies or surrounding property owners. The subject property is served by Eldamain Road which is designated as a major collector and likely to be improved with a bridge over the Fox River in the near term. The business of the veterinary clinic as a destination business which is served well by being on a major artery such as Eldamain Road. There are adequate utilities on site, drainage is no problem given the large site and there are no new facilities that needed.

That the special use shall in all other respects conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the County Board pursuant to the recommendation of the Hearing Officer. The Special use conforms to all regulations of the Kendall County Agricultural Ordinance.

That the special use is consistent with the purpose and objectives of the Land Resource Management Plan and other adopted County or municipal plans and policies. The Special use requested is consistent with the LRMP, Agricultural Special use Ordinance and the trend in development along major corridors such as Eldamain Road in the area. The provision of quality veterinary care is as an asset to the agricultural and residential community in Kendall County. It encourages development by offering qualified veterinary services.

WHEREAS, the Kendall County Board has considered the findings and recommendation of the Hearing Officer and finds that said petition is in conformance with the provisions and intent of the Kendall County Zoning Ordinance; and

WHEREAS, this special use shall be treated as a covenant running with the land and is binding on the successors, heirs, and assigns of the property owner as to the same special use conducted on the property; and

NOW, THEREFORE, BE IT ORDAINED, that the Kendall County Board hereby grants approval of a special use zoning permit to operate a veterinary establishment, but not including the boarding of animals except for overnight stays for medical treatment and observation in accordance to the submitted Site Plan included as “Exhibit A” attached hereto and incorporated herein subject to the following conditions:

1. Must apply for the change of occupancy within 60 days of approval.
2. This use does not qualify as being agriculturally exempt for building permits.
Failure to comply with the terms of this ordinance may be cited as a basis for amending or revoking this special use permit.

IN WITNESS OF, this ordinance has been enacted on October 21st, 2014.

Attest:
Debbie Gillette John Shaw
Kendall County Clerk Kendall County Board Chairman

Approval of contract with 4 Seasons Landscaping

Member Gryder made a motion to approve the contract with 4 Seasons Landscaping and the County of Kendall, Illinois for the Fields of Farm Colony landscape maintenance in the amount of $18,000.00. Member Cesich seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

A complete copy of IGAM 14-42 is available in the Office of the County Clerk.

Public Safety

Member Prochaska stated that there was not a report.

Administration/HR

Member Gilmour stated that the next meeting will be on October 24, 2014.

Highway

Letter to Illinois Department of Transportation

Member Koukol made a motion for the approval of a letter to Illinois Department of Transportation requesting inclusion of funding for the Eldamain Road Extension in the State’s Multi-Year Plan. Member Gilmour seconded the motion.

Member Gryder made a motion to add Senator Kirk, Congressman Hultgren, State Rep Anthony, Senator Rezin, Senator Oberweis, State Rep Hatcher, Senator Durbin, Senator Holmes, Senator Bertino-Tarrant, Rep Cross and Rep Kifowit to receive the letter to Illinois Department of Transportation requesting inclusion of funding for the Eldamain Road Extension in the State’s Multi-Year Plan. Member Gilmour seconded the motion. Chairman Shaw asked for a roll call vote on the original motion. All members present voting aye. Motion carried.

Chairman Shaw asked for a roll call vote on the original motion. All members present voting aye. Motion carried.

October 21, 2014

Paul A. Loete, P.E.
Deputy Director of Highways
700 E. Norris Drive
Ottawa, IL 61350

RE: IDOT Multi-Year Plan

Dear Mr. Loete:

The Kendall County Board has reviewed IDOT’s Multi-Modal, Multi-Year Program (MYP): Transforming Transportation for Tomorrow, and considered its affects on the local and regional transportation system. After careful consideration of how the Program will affect the mobility of users, not only in Kendall County, but in the Northeast Illinois Region, we respectfully request that the Department consider inclusion of the Eldamain Road Extension Project, from Illinois Route 71 to U.S. Route 34, in the Program.

Eldamain Road Extension, including a bridge over the Fox River, is generally regarded as the single most important transportation project in Kendall County’s Multi-Year Plan, although it continues to remain unfunded for construction. The project solves many of the same mobility issues that the Prairie Parkway Bridge over the Fox River was attempting to solve when funding for the Parkway was redirected; but at a minute fraction of the cost. It is our understanding that there remains approximately $40 million of unobligated Prairie Parkway monies that could possibly be utilized for this important local project. It is also our belief that the Eldamain Road Extension meets the spirit of FHWA’s determination that Parkway monies could be used on an Interstate 80 to Interstate 88 North-South Connector.
For these reasons, the Kendall County Board urges the Department to consider including the Eldamain Road Extension Project in IDOT’s current Multi-Year Program utilizing unobligated Prairie Parkway monies. We would be happy to continue discussing this possibility with you at any time.

Sincerely,
John A. Shaw
Kendall County Board Chairman

Member Koukol reviewed the minutes in the packet from the October 14, 2014 meeting regarding the proposed gas station on Rt 47 and Galena.

Facilities

Member Koukol reviewed the minutes from the October 6, 2014 meeting.

Finance

CLAIMS

Member Purcell moved to approve the claims submitted in the amount of $1,610,855.90. Member Gilmour seconded the motion.

COMBINED CLAIMS: FCLT MGMT $77,853.00, B&Z $2,606.96, CO CLK & RCDR $73.50, ELECTION $155.00, ED SRV REG $5,828.42, SHRFF $22,151.89, CRCTNS $9,773.27, EMA $2,797.26, JURY COMM $2,333.17, CRCT CT JDG $10,951.65, CRNR $1,093.38, CMB CRT SRV $1,067.09, PUB DFNDR $1,184.00, ST ATTY $2,383.54, SPRV OF ASSMNT $21,806.40, TRSR $1,107.81, OFF OF ADM SRV $156.37, TECH SRV $6,578.64, LIABL INS EXP $4,856.84, CO HWY $31,701.92, CO BRDG $10,019.29, TRNSPRT SALES TX $1,063,595.16, HLTH & HMN SRV $88,160.75, FRST PRSRV $18,753.29, ANML MED CR FND $88.00, ANML CNTRL EXPNS $2,307.39, CO RCDR DOC STRG $5,500.00, HIDTA $5,841.11, CO CMSRY FND $326.40, CRT SEC FND $3,091.44, LAW LBRY $1,452.05, CRNR $256.49, PRBTN SRV EXP FND $2,861.86, GIS $19,642.24, KAT $146,163.67, CO RSRV FND EXP $4,475.24, PUB SFTY $21,434.75, FLDS OF FRM CLNY $82.50, SHRFF FTA FND $1,917.47, ANML POP CONT $290.00, VAC $3,357.81, SHRFF VHCL FND $1,167.47, CRNR SPCL FND $385.56, FP BND PRCDS 2007 $3,227.85

Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

The committee is continuing to work on the budget.

Health and Environment

Member Gilmour stated that the discussed Ebola.

Committee of the Whole

Chairman Shaw reviewed the minutes in the packet from the October 16, 2014 meeting.

STANDING COMMITTEE MINUTES APPROVAL

Member Koukol moved to approve all of the Standing Committee Minutes and Reports. Member Prochaska seconded the motion. Chairman Shaw asked for a voice vote on the motion. All members present voting aye. Motion carried.

SPECIAL COMMITTEE REPORTS

Public Building Commission

Member Wehrli stated that they met on October 15th and they paid a bond payment. They are scheduled to cease to exist in the beginning of 2016.

VAC

Member Wehrli stated that they did not have a meeting.

Historic Preservation

Chairman Wehrli stated that they met on October 15, 2014. They are working on trying to refinish the historic courthouse windows.

Board of Health
Member Wehrli stated that they will meet on October 22, 2014.

Rivervalley Workforce Investment Board

Member Koukol stated that they will meet on November 12, 2014.

Per Diem Ad Hoc

Member Cesich stated that they will be meeting in November.

OTHER BUSINESS

Member Cesich stated that the PADS (Public Action to Deliver Shelter) program has started. They are in need of volunteers.

Chairman's Report

Chairman Shaw read a letter that he received from Senator Bertino-Tarrant that thanked him for sharing the resolution passed that opposed the continuation of the current income tax.

QUESTIONS FROM THE PRESS

Matt Schury from the Kendall County Record asked for clarification of the money in the Eldamain Road letter.

BREAK

RECONVENE

EXECUTIVE SESSION

Member Cullick made a motion to go into Executive Session for litigation, when an action against, affecting or on behalf of the particular public body has been filed and is pending before a court or administrative tribunal. Member Flowers seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

RECONVENE

ADJOURNMENT

Member Wehrli moved to adjourn the County Board Meeting until the next scheduled meeting. Member Purcell seconded the motion. Chairman Shaw asked for a voice vote on the motion. All members present voting aye. Motion carried.

Approved and submitted this 27th day of October, 2014.

Respectfully submitted by,
Debbie Gillette,
Kendall County Clerk
Kendall County RESOLUTION No._____

Proclamation of November 2014 as
Epilepsy & SUDEP Awareness Month in the County of Kendall, Illinois

WHEREAS, epilepsy is a neurological condition that causes seizures affecting approximately 3,000,000 people in America and is the 4th most common neurological disorder in the U.S., and more prevalent than cerebral palsy, multiple sclerosis, Parkinson’s disease and autism – combined.

WHEREAS, a seizure is a disturbance in the electrical activity of the brain within a broad range of intensity, and one in every ten Americans will suffer at least one seizure;

WHEREAS, 200,000 new cases of seizures and epilepsy are diagnosed each year, 3% of Americans will develop epilepsy by the time they are 75, and 41% of people who currently have epilepsy experience persistent seizures;

WHEREAS, many people are unaware that epilepsy can at times be fatal, and that even people with infrequent seizures are at increased risk to succumb to SUDEP [Sudden Unexpected Death in Epilepsy];

WHEREAS, a death is considered as SUDEP when a seemingly healthy person with epilepsy dies unexpectedly and no clear reason can be determined;

WHEREAS, a survey conducted by the Centers for Disease Control and Prevention demonstrated that the hardships imposed by epilepsy are comparable to those imposed by cancer, diabetes, and arthritis;

WHEREAS, epilepsy in children and adults remains a formidable barrier to leading a normal life, affecting education, socialization, daily life activities and personal fulfillment;

WHEREAS, the social stigma surrounding epilepsy continues to fuel discrimination, and isolates people who suffer from seizure disorders from mainstream life;

WHEREAS, in spite of these formidable obstacles, people with epilepsy can live healthy and productive lives and make significant contributions to society;

WHEREAS, the designation of November as “Epilepsy & SUDEP Awareness Month” would help to focus attention on, and increase understanding of, epilepsy and those people who suffer from it, and

Promote SUDEP [Sudden Unexplained Death In Epilepsy] Awareness to aid in providing patients and families with the necessary tools and information to make informed decisions, as well as to encourage the development of preventative treatments and measures

THEREFORE BE IT RESOLVED by the County Board of Kendall County this 18th day of November, 2014:

1. November 2014 is hereby declared Epilepsy & SUDEP Awareness Month;
2. Citizens of the County are urged to observe Epilepsy & SUDEP Awareness Month with appropriate programs and activities.

County Chairman

Attest: ____________________________

County Clerk
Epilepsy Foundation: ‘Dare to Understand More about Seizures because Someone You Know Lives with Epilepsy’

Back

With 1 in 26 Americans Developing Seizures During their Lifetime, '#DareTo' Vision Helps People Living with Epilepsy Break Barriers in Innovation, Education and Discrimination

New Logo Emphasizes Bold Strategy; Public Service Announcements Featuring Rick Harrison from TV's 'Pawn Stars' Premiere for National Epilepsy Awareness Month

Thursday, October 30, 2014

LANDOVER, MD - The Epilepsy Foundation launches a new nationwide campaign, brand and logo today, daring the public to help break barriers blocking many people living with seizures from reaching their fullest life potential.

One in 26 of us will develop epilepsy in our lifetime. Nearly 3 million Americans currently live with epilepsy, making it the fourth most common neurological condition in the United States, and more prevalent than cerebral palsy, multiple sclerosis, Parkinson's disease and autism – combined. Thousands of individuals die from seizures every year.

The Epilepsy Foundation’s "#DareTo" campaign challenges the general public to better understand epilepsy, to know how to recognize seizures and to learn proper first aid. For people living with epilepsy, "#DareTo" focuses on improving understanding and management of their seizures, including exploring the best available treatment options. The campaign, and the new logo, underscores the Foundation’s commitment to be bold and aggressive in accelerating change for people living with epilepsy.

"#DareTo" starts during November, National Epilepsy Awareness Month, with a new public service announcement featuring Rick Harrison from TV’s “Pawn Stars.” Harrison, who lived with seizures as a child, is now a national spokesman for the Foundation and serves on the organization’s national Board of Directors. The PSA will air on the A&E Networks including History, home of “Pawn Stars” and other series created by Harrison.

“I had bad seizures until I was a teenager. I thought I wouldn’t have the chance to grow up. But, I dared to think differently,” says Harrison in the PSA. “My epilepsy taught me to be a fighter. When I said I wanted to make a TV series out of my pawn shop, people thought I was nuts. But, I dared to defy the odds and Pawn Stars was born. If you have epilepsy, dare to live to your fullest potential. The Epilepsy Foundation will help you dare.”

The Foundation’s new direction includes serving as an unwavering ally for people living with epilepsy. Many face barriers because of underfunding of treatment and therapies, lack of understanding about epilepsy and public fear of seizures.

No current seizure treatment options exist for one third of people living with epilepsy. The Epilepsy Foundation’s epilepsy Therapy Project is daring researchers and other innovators to discover new therapies for people with little or no seizure...
"Epilepsy is a spectrum condition and an extremely personalized one. Each case of epilepsy is different," said Dr. Janice Buelow, Epilepsy Foundation vice president of programs and research. "For the majority of people living with epilepsy, lack of scientific knowledge creates huge barriers. The Foundation is breaking those barriers by ensuring research and new therapies are available in a time frame that matters to people who are suffering from debilitating, and, in many cases, uncontrolled, seizures."

The #DareTo campaign will include a strong educational component designed to help the public understand that, since epilepsy can develop in someone regardless of age, gender, or ethnicity, the condition is relevant in everyone's lives. #DareTo will also create community strength to support people who are living with seizures.

"Barriers created by public fear and misunderstanding can be just as devastating for people living with epilepsy as the seizures themselves," said Philip M. Gattone, president and CEO of the Epilepsy Foundation. "As the father of a child with epilepsy, I saw how fear and lack of knowledge impacted my son when he was growing up, especially in school, but also throughout our community. The Epilepsy Foundation is a daring community today, through our affiliates around the country and our digital platform at epilepsy.com, to provide valuable connections and support to people living with seizures. Our mission includes engaging the larger public to help improve understanding of seizures and proper treatment. We have education programs in schools and for public servants like police and first responders. Parents of children with epilepsy are counting on the Foundation to help improve the lives of their sons and daughters."

The Foundation will be asking people to adopt their own #DareTo social media message to show how they or their loved ones are supporting the community.

"With our website, epilepsy.com, reaching over 600,000 people around the world monthly and our affiliates reaching people in their own neighborhoods, we are a growing and passionate community," said Gattone. "With the 'Dare To' campaign, our community can show everyone how they are embracing the goal of not letting any barriers stop them from reaching their fullest potential and encourage their friends and family to help the Epilepsy Foundation make a difference for millions of people."

###

About Epilepsy

When a person has two or more unprovoked seizures, they have epilepsy, which affects nearly three million people in the United States and 65 million people worldwide. This year, another 150,000 people in our country will be diagnosed with epilepsy. Despite all available treatments, four out of 10 people with epilepsy continue to experience uncontrolled seizures while many more experience less than optimal seizure control.

About the Epilepsy Foundation

The Epilepsy Foundation, a national non-profit with 48 affiliated organizations throughout the United States, has led the fight against seizures since 1968. The Foundation is an unwavering ally for individuals and families impacted by epilepsy and seizures. The mission of the Epilepsy Foundation is to stop seizures and sudden unexpected death in epilepsy (SUDEP), find a cure and overcome the challenges created by epilepsy through efforts including education, advocacy and research to accelerate ideas into therapies. The Foundation works to ensure that people with seizures have the opportunity to live their lives to their fullest potential. For additional information, please visit www.epilepsy.com.

About the Epilepsy Foundation's New Logo

This is the first major revision of the Epilepsy Foundation logo since 1998. The logo exemplifies our new brand anatomy. The new flame design represents acceleration and motion. The colors give a nod to the organizational history (red) while also acknowledging the International adoption of purple as the representative color for epilepsy awareness. The new font represents the BOLD and aggressive stance the Foundation is taking to make a difference for people living with epilepsy. The status quo in education, awareness, civil rights, and available therapies must end, and the Foundation is a bold, unwavering ally to serve people living with seizures.

"Like" the Epilepsy Foundation on Facebook at www.facebook.com/epilepsyfoundationofamerica and follow us on Twitter at www.twitter.com/epilepsyfdn.

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Contact Email:

klowenberg@eefs.org
# Kendall County Clerk

## Revenue Report

**Date:** 10/1/14-10/31/14

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Fund</th>
<th>Revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>County Clerk Fees</td>
<td>$ 814.00</td>
</tr>
<tr>
<td></td>
<td>County Clerk Fees - Marriage License</td>
<td>$ 1,200.00</td>
</tr>
<tr>
<td></td>
<td>County Clerk Fees - Civil Union</td>
<td>$ 2,523.00</td>
</tr>
<tr>
<td></td>
<td>County Clerk Fees - Misc</td>
<td>$ 28,859.00</td>
</tr>
<tr>
<td>01010061205</td>
<td>Total County Clerk Fees</td>
<td>$ 33,396.00</td>
</tr>
<tr>
<td>01010001185</td>
<td>County Revenue</td>
<td>$ 34,667.00</td>
</tr>
<tr>
<td>38010001320</td>
<td>Doc Storage</td>
<td>$ 17,632.00</td>
</tr>
<tr>
<td>51010001320</td>
<td>GIS Mapping</td>
<td>$ 29,804.00</td>
</tr>
<tr>
<td>37010001320</td>
<td>GIS Recording</td>
<td>$ 3,724.00</td>
</tr>
<tr>
<td>01010001135</td>
<td>Interest</td>
<td>$ 41.41</td>
</tr>
<tr>
<td>01010061210</td>
<td>Recorder’s Misc</td>
<td>$ 3,887.25</td>
</tr>
<tr>
<td>81010001320</td>
<td>RHSP/Housing Surcharge</td>
<td>$ 14,652.00</td>
</tr>
</tbody>
</table>

**CK # 17669** To KC Treasurer $ 137,803.66

*Death Certificate Surcharge sent from Clerk’s office $1,724.00 ck # 17667*

*Dom Viol Fund sent from Clerk’s office $200.00 ck 17688*
**Kendall County General Fund**

**QUICK ANALYSIS OF MAJOR REVENUES AND TOTAL EXPENDITURES FOR ELEVEN MONTHS ENDED 10/31/2014**

<table>
<thead>
<tr>
<th>REVENUES*</th>
<th>Annual Budget</th>
<th>2014 YTD Actual</th>
<th>2014 YTD %</th>
<th>2013 YTD Actual</th>
<th>2013 YTD %</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personal Property REPL. Tax</td>
<td>$365,000</td>
<td>$388,907</td>
<td>106.55%</td>
<td>$375,737</td>
<td>119.28%</td>
</tr>
<tr>
<td>State Income Tax</td>
<td>$2,410,000</td>
<td>$2,397,963</td>
<td>99.50%</td>
<td>$2,367,146</td>
<td>121.39%</td>
</tr>
<tr>
<td>Local Use Tax</td>
<td>$395,000</td>
<td>$416,614</td>
<td>105.47%</td>
<td>$381,305</td>
<td>112.15%</td>
</tr>
<tr>
<td>State Sales Tax</td>
<td>$900,000</td>
<td>$741,440</td>
<td>82.38%</td>
<td>$823,875</td>
<td>87.00%</td>
</tr>
<tr>
<td>County Clerk Fees</td>
<td>$462,000</td>
<td>$296,032</td>
<td>65.49%</td>
<td>$425,555</td>
<td>106.39%</td>
</tr>
<tr>
<td>Circuit Clerk Fees</td>
<td>$1,100,000</td>
<td>$859,480</td>
<td>78.13%</td>
<td>$1,068,060</td>
<td>99.01%</td>
</tr>
<tr>
<td>Fines &amp; Forefts/St Atty.</td>
<td>$520,000</td>
<td>$405,505</td>
<td>77.98%</td>
<td>$461,551</td>
<td>83.92%</td>
</tr>
<tr>
<td>Building and Zoning</td>
<td>$40,000</td>
<td>$68,729</td>
<td>171.62%</td>
<td>$38,986</td>
<td>97.46%</td>
</tr>
<tr>
<td>Interest Income</td>
<td>$35,000</td>
<td>$16,163</td>
<td>46.18%</td>
<td>$20,261</td>
<td>57.89%</td>
</tr>
<tr>
<td>Health Insurance - Empl. Ded.</td>
<td>$1,112,053</td>
<td>$1,063,601</td>
<td>95.64%</td>
<td>$1,036,792</td>
<td>94.21%</td>
</tr>
<tr>
<td>1/4 Cent Sales Tax</td>
<td>$2,460,000</td>
<td>$2,380,969</td>
<td>96.79%</td>
<td>$2,312,605</td>
<td>96.36%</td>
</tr>
<tr>
<td>County Real Estate Transf Tax</td>
<td>$330,000</td>
<td>$279,184</td>
<td>84.80%</td>
<td>$324,769</td>
<td>170.93%</td>
</tr>
<tr>
<td>Correction Dept. Board &amp; Care</td>
<td>$850,000</td>
<td>$913,940</td>
<td>107.52%</td>
<td>$897,720</td>
<td>111.52%</td>
</tr>
<tr>
<td>Sheriff Fees</td>
<td>$650,000</td>
<td>$417,397</td>
<td>64.21%</td>
<td>$622,845</td>
<td>88.70%</td>
</tr>
</tbody>
</table>

**TOTALS** | **$11,619,053** | **$10,645,925** | 91.62% | **$11,157,007** | 101.66% |

**Public Safety Sales Tax** | $4,300,000 | $4,149,632 | 96.50% | $4,089,490 | 96.89% |

**Transportation Sales Tax** | $4,300,000 | $4,149,632 | 96.50% | $4,089,490 | 96.89% |

*Includes major revenue line items excluding real estate taxes which are to be collected later. To be on Budget after 11 months the revenue and expense should at 91.66%.

**EXPENDITURES**

All General Fund Offices/Categories

<table>
<thead>
<tr>
<th></th>
<th>2014 YTD Actual</th>
<th>2014 YTD %</th>
<th>2013 YTD Actual</th>
<th>2013 YTD %</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$28,516,158</td>
<td>$23,939,824</td>
<td>90.28%</td>
<td>$20,960,125</td>
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</tbody>
</table>
### KENDALL COUNTY CORONER
#### October FY 2014 Monthly Report

<table>
<thead>
<tr>
<th>DATE</th>
<th>CASE NUMBER</th>
<th>TIME</th>
<th>NATURE</th>
<th>POST</th>
<th>TOX</th>
<th>LOCATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wednesday, October 01, 2014</td>
<td>1410230 *</td>
<td>9:15 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Thursday, October 02, 2014</td>
<td>1410231</td>
<td>3:07 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Friday, October 03, 2014</td>
<td>1410232</td>
<td>10:22 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Nursing Home</td>
</tr>
<tr>
<td>Saturday, October 04, 2014</td>
<td>1410233 *</td>
<td>3:30 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Saturday, October 04, 2014</td>
<td>1410234 *</td>
<td>5:53 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Saturday, October 04, 2014</td>
<td>1410235 *</td>
<td>8:03 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Sunday, October 05, 2014</td>
<td>1410236 *</td>
<td>1:50 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Tuesday, October 07, 2014</td>
<td>1410237</td>
<td>4:20 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Thursday, October 09, 2014</td>
<td>1410238</td>
<td>10:24 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Friday, October 10, 2014</td>
<td>1410239 *</td>
<td>1:10 AM</td>
<td>Suicide</td>
<td>N</td>
<td>Y</td>
<td>Residence</td>
</tr>
<tr>
<td>Sunday, October 12, 2014</td>
<td>1410243 *</td>
<td>10:10 PM</td>
<td>Suicide</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Saturday, October 11, 2014</td>
<td>1410241 *</td>
<td>1:53 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Monday, October 13, 2014</td>
<td>1410242 *</td>
<td>8:12 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Nursing Home</td>
</tr>
<tr>
<td>Tuesday, October 14, 2014</td>
<td>1410243</td>
<td>12:25 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Monday, October 13, 2014</td>
<td>1410244 *</td>
<td>11:42 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Nursing Home</td>
</tr>
<tr>
<td>Wednesday, October 15, 2014</td>
<td>1410245 *</td>
<td>8:30 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Friday, October 17, 2014</td>
<td>1410246 *</td>
<td>6:45 AM</td>
<td>Natural</td>
<td>Y</td>
<td>Y</td>
<td>Residence</td>
</tr>
<tr>
<td>Friday, October 17, 2014</td>
<td>1410247</td>
<td>1:48 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Saturday, October 18, 2014</td>
<td>1410248 *</td>
<td>12:10 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Sunday, October 19, 2014</td>
<td>1410249 *</td>
<td>8:20 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Monday, October 20, 2014</td>
<td>1410250 *</td>
<td>7:10 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Nursing Home</td>
</tr>
<tr>
<td>Monday, October 20, 2014</td>
<td>1410251 *</td>
<td>10:03 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Nursing Home</td>
</tr>
<tr>
<td>Tuesday, October 21, 2014</td>
<td>1410252</td>
<td>11:13 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Wednesday, October 22, 2014</td>
<td>1410253 *</td>
<td>5:25 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Friday, October 24, 2014</td>
<td>1410254</td>
<td>10:43 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Friday, October 24, 2014</td>
<td>1410255</td>
<td>12:45 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Tuesday, October 28, 2014</td>
<td>1410256</td>
<td>3:17 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Nursing Home</td>
</tr>
<tr>
<td>Thursday, October 30, 2014</td>
<td>1410257</td>
<td>10:54 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Friday, October 31, 2014</td>
<td>1410258 *</td>
<td>1:00 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Nursing Home</td>
</tr>
<tr>
<td>Friday, October 31, 2014</td>
<td>1410259 *</td>
<td>7:30 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Nursing Home</td>
</tr>
</tbody>
</table>

* Denotes death which occurred outside normal business hours.

Percentage of calls which occurred outside of normal business hours: **63%**

### Autopsies

One (1) autopsy was performed during the month of October.

### Statistics

<table>
<thead>
<tr>
<th>2014 Statistics</th>
<th>State for Same Period in 2013</th>
<th>Difference</th>
</tr>
</thead>
<tbody>
<tr>
<td>2014 Total Deaths.....</td>
<td>259</td>
<td>268</td>
</tr>
<tr>
<td>Autopsies to Date ..........</td>
<td>20</td>
<td>20</td>
</tr>
<tr>
<td>Toxicology Samples. ...</td>
<td>25</td>
<td>18</td>
</tr>
<tr>
<td>Cremation Permits ....</td>
<td>148</td>
<td>135</td>
</tr>
</tbody>
</table>

### Coroner's Office Personnel Update:

* Deputy Purcell presented to Waubonsee Community College's Upward Bound program at East Aurora High School on October 2.
* Deputy Purcell presented to Indian Valley Vocational Center's Law Enforcement Class on October 15.
* Deputy Purcell presented to Oswego East High Schools Law Enforcement Class on October 17.
* Deputy Purcell presented to Oswego East High School for Operation Impact on October 17.
* Deputy Purcell offered a morgue tour to the Oswego East High School Law Enforcement Class on October 20.
* Deputy Purcell presented at Yorkville High School for Operation Impact on October 23.
* Coroner Toftoy and Deputy Coroners received annual firearms training and qualified on October 28.
CALL TO ORDER
The meeting was called to order by Chairman Scott Gryder at 6:30 p.m.

ROLL CALL
Present: Chairman Scott Gryder, Amy Cesich, Lynn Cullick and Vice-Chair Judy Gilmour
Absent: Jeff Wehrli
Also present: Planning & Zoning Manager: Angela Zubko, Administrator Jeff Wilkins, Matt Prochaska and John Shaw
In the audience: None

APPROVAL OF AGENDA
Lynn Cullick made a motion to approve the agenda as written, Judy Gilmour seconded the motion. All agreed and the motion was approved.

APPROVAL OF MINUTES
Lynn Cullick made a motion to approve the minutes from October 6, 2014. Judy Gilmour seconded the motion. All agreed and the minutes were approved.

EXPENDITURE REPORT (handed out at meeting)
Mr. Wilkins mentioned we will be changing the intergovernmental agreement to allow us to use their plumbing inspector if needed but unfortunately we cannot do their plumbing inspections.

Lynn Cullick made a motion to approve the expenditure report in the amount of $16,432.75 and forward it onto the Finance Committee, Amy Cesich seconded the motion. With a roll call vote all in attendance agreed and the motion was approved.

PETITIONS-
#14-25 Medical Cannabis Distribution Center
Planner Angela Zubko stated two months we discussed the distribution centers but didn’t forward it onto the full county board pending the SAO review. Planner Zubko handed out the SAO reviewed document. There was a brief discussion on allowing it in the commercial district or just the M-1 and M-2 districts as a special use.

With no further suggestions or changes Lynn Cullick made a motion, seconded by Judy Gilmour to recommend approval of the text to allow is as a special use in the M-1 and M-2 district and forward the petition onto the committee of the whole. With a roll call vote, all were in favor and this will be forwarded.

PUBLIC COMMENT- None
NEW BUSINESS:
Approval of a refund to Matthew Hively in the amount of $1,000 for Petition 14-28 for a special use for a landscape business at 1451 Johnson Road—withdrawn due to the Village of Plainfield denying request, building & fire codes and concerns of the neighbors. Judy Gilmour made a motion to refund Matthew Hively in the amount of $1,000, Amy Cesich seconded the motion. With a roll call vote all were in favor and the refund will granted.

Tanglewood Trails update—Planner Zubko stated she wanted to keep the PBZ Committee up to date stating she is working with the bank to finish up the public improvements and the County is currently working on a punchlist for the bank.

Discussion on last zoning ad-hoc meeting & economic development—Planner Zubko stated the last ad-hoc meeting we went into it trying to seek guidance on the Zoning Ordinance and it turned more into needing economic development. Mr. Gryder and Planner Zubko thought with Mr. Sterrett leaving in a month this was a good time to discuss where the Board would like economic development to go. Mr. Wilkins stated we would probably find someone new into the government field and focus on retention and attraction. Also keep an eye on infrastructure projects, maybe someone with media experience; this will be more discussed at the next economic development committee meeting. Ms. Cesich wanted to bring up combining PBZ and EDC possibly in the future. She is of the opinion it would be appropriate along with a couple other committees. Ms. Gilmour thought that was a very good suggestion, everyone agreed. Mr. Wilkins stated March is the target date to get someone hired.

OLD BUSINESS: None

UPDATE ON HISTORIC PRESERVATION—Preservation Plan/ 5 Year Plan—Discuss 2014 Goals—Planner Zubko stated in the packet is the 5 year plan the historic preservation committee has put together a preservation plan which describes how the committee plans to meet the goals and objectives of the county land resource management plan and also it includes the 5 year plan showing what has been completed and what the group plans on doing in the future. This will be brought back in January and then unto the full county Board.

UPDATE ON CMAP LAND USE COMMITTEE MEETING—Planner Zubko stated there was no meeting last month and this month Planner Zubko will be missing the meeting.

Mr. Gryder attended the CMAP truck routing advisory committee meeting and it was interesting. It was discussed at the highway meeting at one point about a cross jurisdictional truck route permits. There was discussion it would make sense for IDOT to take over the permitted but there are some concerns about staff and time.

PROJECT STATUS REPORT—Reviewed
PERMIT REPORT—Reviewed
REVENUE REPORT—Reviewed
CORRESPONDENCE—None
EXECUTIVE SESSION—None

Mr. Gryder thanked Ms. Cesich for her service on the Committee.

Mr. Shaw stated we are now going to have our 3rd transportation secretary so there may be more opportunity to promote Wolf Road or other projects in the County.
ADJOURNMENT- Next meeting will be on December 15, 2014
Lynn Cullick made a motion to adjourn the meeting. Judy Gilmour seconded the motion. All agreed. Chairman Gryder adjourned the meeting at 7:14 p.m.

Respectfully Submitted,
Angela L. Zubko
Planning & Zoning Manager
ORDINANCE # 2014-______

AMENDMENT TO SECTION 10.01.C OF THE KENDALL COUNTY ZONING ORDINANCE TO TEMPORARILY ALLOW MEDICAL CANNABIS DISPENSING ORGANIZATIONS - TEMPORARY

WHEREAS, the Illinois General Assembly enacted the Compassionate Use of Medical Cannabis Pilot Program Act, P.A. 98-122 (eff. Jan. 1, 2014), 410 ILCS 130/1 et seq. ("Act"), which allows for and regulates the cultivation, sale, distribution, and use of cannabis for medicinal purposes, and is repealed on January 1, 2018; and

WHEREAS, section 140 of the Act grants a unit of local government the authority to enact reasonable zoning ordinances or resolutions regulating registered medical cannabis dispensing organizations; and,

WHEREAS, pursuant to the authority provided in 410 ILCS 130/140, Kendall County, a unit of local government, wishes to amend Section 10.01.C of the Kendall County Zoning Ordinance ("Zoning Ordinance") to regulate medical cannabis dispensing organizations in the unincorporated areas of Kendall County, to protect the health, safety, and welfare of the community; and

WHEREAS, the Kendall County Board automatically repeals this amendment to Zoning Ordinance concurrent with the repeal of the Act, on January 1, 2018; and

WHEREAS, all administrative procedures required prior to passing amendments to the Kendall County Zoning Ordinance have been followed, including holding a public hearing, before the Kendall County Zoning Board of Appeals, which occurred on September 3, 2014; and

NOW, THEREFORE, BE IT ORDAINED, the Kendall County Board hereby amends Section 10.01.C "M-1 & M-2 Manufacturing District- Special Uses" of the Kendall County Zoning Ordinance as provided:

I. RECITALS. The recitals set forth above are incorporated as if fully set forth herein.

II. THE FOLLOWING LANGUAGE IS ADDED TO SECTION 10.01.C "MANUFACTURING DISTRICT- SPECIAL USE (M-1 & M-2)" OF ZONING ORDINANCE:
10.01(C) (11) Medical Cannabis Dispensing Organization- Temporary (will be automatically repealed on January 1, 2018)

a. Definitions: All terms not defined in section 3.02 of this Ordinance shall carry the meaning set forth in the Compassionate Use of Medical Cannabis Pilot Program Act ("Act") (410 ILCS 130/1 et seq.), as amended

b. Preliminary Requirements. All Medical Cannabis Dispensing Organization special use permit applicants shall comply with the following requirements before applying for a special use permit and shall maintain compliance at all times thereafter.


ii. Location. A Dispensing Organization may not be located within 1,000 feet of the property line of any pre-existing public or private preschool or elementary or secondary school or day care center, day care home, group day care home, part day child care facility. A registered dispensing organization may not be located in a house, apartment, condominium, or an area zoned for residential use, as required pursuant to 410 ILCS 130/130 and Section 1290.50 of the Department of Financial and Professional Regulation rules.

iii. Images. No dispensary shall be maintained or operated in a manner that causes, creates or allows the public viewing of medical cannabis, medical cannabis infused products or cannabis paraphernalia or similar products from any sidewalk, public or private right-of-way or any property other than the lot on which the dispensary is located. No portion of the exterior of the dispensary shall utilize or contain any flashing lights, search lights or spot lights of any similar lighting system.

iv. Security Measures. Applicants must establish and maintain all required security measures, in accordance with the Act and all applicable regulations, to deter and prevent the theft of cannabis and unauthorized entrance into areas containing cannabis.

v. Code Compliance. Dispensing Organizations must meet all federal, State and local building, zoning and fire codes and all local ordinance requirements.

vi. Other Requirements: Applicants, their agents and employees must comply with all other requirements identified in 410 ILCS 130/130, as amended.

c. Required Permit Information. Upon applying for a Dispensing Organization special use permit, the applicant must provide the following information:

i. A scale drawing of the front, rear, or side of the building or structure showing dimensions and architectural details (Building Elevations); and
ii. A location map demonstrating the property meets location conditions identified in 410 ILCS 130/130 & Section 1290.50.19, as amended.

d. Operational and Facility Requirements:
   i. Enclosed, Loading/unloading bay. All medical cannabis deliveries shall take place in an Enclosed, Locked Facility.
   ii. Storage. No outdoor storage of any kind will be permitted at Dispensing Organizations.
   iii. Advertisement/Signs.
      1. All signage shall comply with Section 12 of the Kendall County Zoning Ordinance.
      2. Signs shall not contain cannabis imagery such as cannabis leaves, plants, smoke, paraphernalia, or cartoonish imagery oriented towards youth or language referencing cannabis.
      3. Electronic message boards and temporary signs are not permitted in connection with a Dispensing Organization.
      4. Any additional merchandise packaging provided by a dispensary, such as bags, sacks, totes or boxes, shall be opaque and identify the name of the dispensing organization.
      5. No Advertisements shall be placed or maintained within 1,000 feet of the perimeter of a school grounds, playground, recreation center or facility, child care center, public park or library, or any game arcade admission to which is not restricted to persons age 21 or older.
      6. No advertisement shall be posted on publicly-owned or -operated property.
      7. If the dispensing organization sells edible cannabis infused products, it must display a placard that states the following: “Edible cannabis infused products were produced in a kitchen not subject to public health inspections that may also process common food allergens.” The placard shall be no smaller than 24” tall by 36” wide, with typed letters no smaller than 2”. The placard shall be clearly visible and readable by customers and shall be written in English.
   iv. Other Prohibitions. A dispensing organization shall not:
      1. produce or manufacture cannabis;
      2. allow consumption of cannabis at the dispensary;
      3. sell cannabis unless it is pre-packaged and labeled in accordance with Part, 8 Ill. Adm. Code 1000 and 77 Ill. Adm. Code 946;
      4. sell cannabis or cannabis-infused products to consumer unless the consumer presents an active registered qualifying patient or designated caregiver card issued by DPH;
      5. enter into an exclusive agreement with any cultivation center;
6. operate drive through windows;
7. transport cannabis to residences of registered qualifying patients or designated caregivers;
8. operate if video surveillance equipment is inoperative;
9. operate if the point of sale equipment is inoperative;
10. operate if the State’s medical cannabis electronic verification system is inoperative; or,
11. have fewer than two people working at any time while the dispensary is open.

v. **Landscaping.** All dispensing organizations shall ensure that trees, bushes and other foliage outside of the dispensary premises do not allow for a person or persons to conceal themselves from sight.

vi. **Lighting.** All dispensing organizations shall ensure the outside perimeter of the dispensary premises is sufficiently lit to facilitate surveillance.

vii. **Hours of operation:** A dispensary may operate between 6 a.m. and 8 p.m. local time.

c. **Legal Protections.**
   i. **Limitation of Liability.** Kendall County Shall not be liable to the permitted Dispensing Organization, the Dispensing Organization’s owners, employees, board members, producer backers, vendors, visitors, heirs, assigns, agents, family members or guests for any damage, injury, accident, loss, compensation or claim, based on, arising out of, or resulting from the permitted, Dispensing Organization’s participation in the Compassionate Use of Medical Cannabis Pilot Program, including, but not limited to, the following: arrest, seizure of persons or property, prosecution pursuant to State or federal laws by State or federal prosecutors, any fire, robbery, theft, mysterious disappearance or any other casualty; or the action of any other permittees, registrants, or persons. This Limitation of Liability provision shall survive expiration or the early termination of the permit.

   ii. **Indemnification.** The permitted Dispensing Organization, its owners, employees, board members, producer backers, vendors, visitors, heirs, assigns, agents, family members or guests shall hold harmless and indemnify Kendall County, its officials, officers and employees, including past, present, and future board members, elected officials and agents against any civil action or criminal penalty commenced against Kendall County and/or its officials, officers and employees, including past, present, and future board members, elected officials and agents, through counsel of the County’s own choosing, due in whole or in part to the Dispensing Organization’s acts or omissions and/or for any illness or death as a result of the possession, cultivation, transportation or other use of medical cannabis ingested in any way authorized under the provision of the Act. Pursuant to Illinois law 55 ILCS 5/3-9005, any attorney representing Kendall County, shall be approved by the Kendall
County State’s Attorney and shall be appointed a Special Assistant State’s Attorney.

iii. **Violations of the Law.** The Act and any mandated zoning does not authorize any permittee to violate federal or state laws.

f. **Revocation:**
   i. Any special use permit granted under this ordinance may be revoked for failure to comply with the terms of this ordinance. The decision to revoke a special use permit is subject to the review procedure identified in section 13 of the Kendall County Zoning Ordinance.

   ii. Applicants must be registered with the Illinois Department of Financial and Professional Regulation prior to commencing operations and shall remain registered at all times of operation. The Dispensing Organization must notify Kendall County within ten (10) days of its registration being suspended or revoked. Failure to register or timely notify Kendall County of the suspension or revocation will result in immediate revocation of the special use.

III. **REPEAL.** This amendment to the Zoning Ordinance is automatically repealed, in its entirety, on January 1, 2018.

*IN WITNESS OF,* this amendment to the Zoning Ordinance has been enacted by a majority vote of the Kendall County Board this 18th day of November, 2014 and is automatically repealed on January 1, 2018.

Attest:

Kendall County Clerk
Debbie Gillette

Kendall County Board Chairman
John Shaw
KENDALL COUNTY
ADMINISTRATION/HUMAN RESOURCES COMMITTEE
Meeting Minutes
Thursday, November 6, 2014

CALL TO ORDER
The meeting was called to order by Chair Judy Gilmour at 9:02 a.m.

ROLL CALL
Committee Members Present: Dan Koukol - here, Judy Gilmour - here, Lynn Cullick - here, John Purcell (arrived at 9:04 a.m.)

Committee Members Absent: Elizabeth Flowers

Others present: Glenn Campos, Stan Laken, Paul LaLonde, Jim Pajauskas, Becki Rudolph, John Sterrett, Jeff Wilkins, Tom Zucker (Voluntary Action Center of DeKalb County)

APPROVAL OF MINUTES: Member Cullick made a motion to approve the October 24, 2014 meeting minutes, second by Member Koukol. With all in agreement, the motion passed.

MONTHLY REPORTS

CBIZ UPDATE – Jim Pajauskas provided the BCBS costs for 2014 and 2015, and explained that BCBS included the Affordable Care Act fees in the actual employee contributions, causing an over payment by employees for each pay period. The committee agreed that Jeff Wilkins and Glen Campos should work with the Jill Ferko, County Treasurer and Ronda Thomas, Payroll Coordinator on reimbursing employees either through credit or an additional check in this current fiscal year.

COUNTY ADMINISTRATOR – Jeff Wilkins reviewed the draft intergovernmental agreement with the Village of Oswego for continuation of transportation services, and explained the cost for the first two years, and the optional third year of service. Mr. Wilkins will send the agreement to the Village of Oswego today.

Mr. Wilkins reviewed the monthly reports with the committee.

DEPARTMENT HEADS AND ELECTED OFFICIALS – Stan Laken said that the County Technology department could make some technology upgrades to enhance and improve the computer systems for Kendall Area Transit office. There would be no additional cost for the hard-wiring, and Dan Koukol stated that Facilities Management will be able to complete the hard-wiring work.

Paul LaLonde reported that there have been issues with the wireless system, but any improvements would be appreciated.

Mr. Laken will coordinate the work with Facilities Management.
Mr. Laken reported that Technology will put the tentative budget on display on the county website.

Mr. Laken reported that the Village of Oswego, particularly the Police Department, has requested a secure enhancement line of their connection to KenCom, using a fiber optic connection through Comcast. Mr. Laken has will continue work with the Public Safety Center and the Village of Oswego. There will be no cost to the County for this work, Oswego will pay all costs.

OLD BUSINESS - None

NEW BUSINESS

- Recommendations regarding request by Village of Oswego to change routes and schedules for park and ride service – Mr. Wilkins reviewed the request from the Village of Oswego to add an additional route on the east side of the Village in the Douglas Road area.

  Paul LaLonde reviewed the location, the parking location for the KAT vehicles, the two stationing areas, and the schedule with the committee.

Member Purcell made a motion to forward the request by the Village of Oswego to change routes and schedules for park and ride service, second by Member Cullick. With all in agreement, the motion carried.

- Pass through agreement for public transportation financial assistance under section 5310 of the Federal Transit Act of 1991, as amended (49 U.S.C § 5310), Section 5311 of the Federal Transit Act of 1991, as amended (49 U.S.C § 5311) and the Illinois Downstate Public Transportation Act (30 ILCS 740/2-1) – Jeff Wilkins explained that this would be an agreement between the County and the Voluntary Action Center of DeKalb County, who has been the County’s non-profit transportation service provider for the past five years.

  Tom Zucker explained the administration process, and the process of billing for expenses incurred. Mr. Zucker informed the committee of their audit process and said that a report is given to the County every year.

Member Purcell made a motion to forward the Pass through agreement for public transportation financial assistance under section 5310 of the Federal Transit Act of 1991, as amended (49 U.S.C § 5310), Section 5311 of the Federal Transit Act of 1991, as amended (49 U.S.C § 5311) and the Illinois Downstate Public Transportation Act (30 ILCS 740/2-1) to the County Board for approval, second by Member Koukol. With all in agreement, the motion carried.

- Vehicle Lease Agreement with Voluntary Action Center of DeKalb County – Jeff Wilkins reviewed the vehicles that are owned by the county, and the proposed agreement with the Voluntary Action Center of DeKalb County. Member Cullick made a motion to forward to the County Board for approval the Vehicle Lease Agreement with the Voluntary
Action Center of DeKalb County, second by Member Purcell. **With all in agreement, the motion carried.**

- **Review Pregnancy Discrimination and Accommodation revisions to the Illinois Human Rights Act effective January 1, 2015** – Judy Gilmour reviewed the new law that will go into effect on January 1, 2015. Chair Gilmour stated that Assistant State’s Attorney Leslie Johnson in the State’s Attorney’s Office will provide the summary paragraph to be included in the employee handbook to the HR Coordinator. There was consensus by the committee to discuss this issue at the November 13, 2014 Committee of the Whole meeting.

**ACTION ITEMS FOR COUNTY BOARD**

- **Recommendations regarding request by Village of Oswego to change routes and schedules for park and ride service**

- **Pass through agreement for public transportation financial assistance under section 5310 of the Federal Transit Act of 1991, as amended (49 U.S.C § 5310), Section 5311 of the Federal Transit Act of 1991, as amended (49 U.S.C § 5311) and the Illinois Downstate Public Transportation Act (30 ILCS 740/2-1)**

- **Vehicle Lease Agreement with Voluntary Action Center of DeKalb County**

**ITEMS FOR COMMITTEE OF THE WHOLE**


**EXECUTIVE SESSION** – None needed

**PUBLIC COMMENT** – None

**ADJOURNMENT** – Member Cullick moved to adjourn the meeting at 10:40 a.m., Member Purcell seconded the motion. **The motion was unanimously approved by a voice vote.**

Respectfully Submitted,

Valarie McClain
Administrative Assistant/Recording Secretary
October 31, 2014

Jeff Wilkins
County Administrator
111 West Fox
Room 316
Yorkville, IL 60560

RE: Kendall Area Transit – Park and Ride Service

Dear Jeff:

As you know, the Village has been exploring the possibility of amending our Kendall Area Transit Park and Ride Service. The motivation behind our effort is to increase ridership to a more sustainable level. Since ridership has not shown a significant increase since the inception of the program (despite adding two additional routes and significantly increasing marketing), it is fair to say the current program structure has reached its maximum level of interest on the west side of Oswego.

To increase ridership and service within the community, we have researched the potential of relocating one of the two KAT buses to serve the eastern portion of Oswego. A resident survey has indicated that there is interest on the east side. As a result, we are seeking to split the existing park and ride service into an east and west side option. A Village Board memorandum dated October 1, 2014 is attached and outlines the details of our internal discussions.

The Village Board has given concurrence to the staff recommendation. Therefore, we are respectfully seeking Kendall County’s approval of the following changes to our Intergovernmental Agreement Dated October 2, 2012:

a. Reduce the number of buses servicing the Orchard Road Park & Ride Facility from two to one, with the elimination of two morning and two evening routes.

b. Authorize a new service location on the Village’s east side to be located adjacent to Douglas Road (between Route 30 and Wolf Crossing), with the addition of two or more morning and evening routes.

c. The schedules of the west side routes to be eliminated and east side routes to be added shall be mutually agreeable between KAT and the Village.
d. With the Village's requested change to the route and schedule, we are hereby waiving the County Board 30-day review period required in the Route Schedule section of the Intergovernmental Agreement.

I appreciate your continued support and assistance of the KAT program. If you require any additional information, or seek my attendance at the November 6 Administrative Committee meeting, please let me know.

Sincerely,

[Signature]

Steve Jones
Village Administrator
AGENDA MEMORANDUM

TO: Village President Brian LeClarcq and Board of Trustees
FROM: Steve Jones, Village Administrator
DATE: October 1, 2014
AGENDA: October 7, 2014 COTW Meeting
SUBJECT: KAT Park & Ride – Dividing Existing Service into West Side & East Side Routes

Purpose
To consider amending our current Kendall Area Transit (KAT) service by dividing existing resources between an east-side and west-side service.

Background
Since 2004, the Village has utilized contractual bus service to shuttle commuters from Oswego to the Aurora Transportation Center to utilize weekday Metra-BNSF commuter rail. This contractual service was performed by PACE from 2004 until 2012, with KAT providing the service since 2013. The KAT agreement expires on June 30, 2015.

As you can see on the attached historical chart (Exhibit A), the ridership of the service has had significant fluctuations. Ridership has been affected by availability (and unavailability) of parking in Aurora, the recession, and alterations to the number of bus routes provided. Although we increased our marketing efforts and the number of routes since 2012, ridership has remained relatively stable since we executed the KAT contract. Thus, we may have reached the maximum market for ridership under the current system.

In order to foster the future sustainability of KAT service we began considering new options to increase ridership. Since the west side service has apparently reached its maximum ridership, the only logical alternative to increasing service is to identify a new market.

Board Action Previously Taken

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<td>PACE Agreement – 6 Routes to ATC</td>
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<tr>
<td>2009</td>
<td>PACE Agreement – 3 Routes to ATC</td>
</tr>
<tr>
<td>2013</td>
<td>KAT Agreement – 5 Routes to ATC</td>
</tr>
</tbody>
</table>

Discussion
Service Revisions:

Minimizing the travel time and inconvenience associated with the daily workplace commute is a strong motivation for all of us. Thus, it would logically follow that park and ride service would be a rational choice for some, and irrational for others. Our existing program attracts those individuals originating west of Oswego, as well as those whose drive time is not significantly affected by driving to the park & ride facility. The last license plate survey indicated that 35% of the users were from Oswego.

When we consider travel time, most residents east of the Fox River can drive to the Aurora Transportation Center quicker than travelling west to the park & ride lot, and continuing their journey on the bus. For that reason, we have been seeking resident input as to whether they would utilize a park & ride program that included a bus option in the eastern portion of Oswego (near Route 30 & Douglas). E-blast and water bill messages were used to direct residents to an online survey. The results of the survey responses (as of October 1) are summarized in Exhibit B. Although the survey deadline is October 15, the current results tell us that approximately 130 individuals are either very likely or somewhat likely to utilize an east-side bus route. This interest is based upon responses from 376 individuals who completed the survey. When we look at this potential new market, it is likely we could increase our overall KAT ridership by moving one of the west-side buses to service the east side.

Based upon KAT analysis, we could remove two routes (one bus) from the west side, and create three routes on the east side due to the reduced distance/travel times. This would result in three routes operating from each location. The removal of the two least utilized routes on the east side would have the potential to reduce ridership in that location if riders determine they cannot adjust their trip times. However, serving the most number of customers would appear to be more important to sustain the service.

Location of an east side route:

As stated earlier, travel time is the key to determining whether a park & ride location is logical for any individual. We utilized the intersection of Route 30 & Douglas Road as a hypothetical location due to its proximity to arterial road access, and due to the fact that the location would likely be on the route many commuters would already use to drive to the Aurora Transportation Center. It also was located near existing retail parking lots that could be utilized (via written agreement) for park & ride use.

Further research has resulted in a new potential location that is already under Village control, is less congested, and is adjacent to high population density. Farmington Lakes Drive offers the potential for on-street parking and a bus staging area that could be utilized for park & ride purposes. This location would have minimal neighborhood impacts since it is adjacent to an office park, open space and an apartment complex with off street parking. An aerial photo of the location is attached as Exhibit C.

KAT has evaluated the site and indicated it would work. Minor signage and striping would be necessary to immediately begin the service from this location. More permanent amenities could be implemented later if the service was successful.

Funding
The existing KAT contract would accommodate this change without additional funding requirements. Additional revenue would result from ridership increases above the current level reducing our operational subsidy of the service.

Parking signs and striping costs have not been estimated.

**Recommendation**
Due to the fact improvements to ridership will reduce the Village’s net expense to fund KAT, and a new service would be provided to east-side residents, I would recommend that the Board provide direction to allow us to divide the service.

**Strategic Planning Objective:**
1.3.1. Provide reliable, efficient and sustainable municipal services.
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Osweego Park & Ride Average Weekday Ridership

![Graph showing weekday ridership trends](image-url)
## Park-N-Ride Survey (Results as of 10/1/14)

<table>
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<tr>
<th>Answer Options</th>
<th>Very Likely</th>
<th>Somewhat Likely</th>
<th>Somewhat Unlikely</th>
<th>Very Unlikely</th>
<th>Response Count</th>
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<td>During the peak morning hours (5:30 AM to 7:30 AM)</td>
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<td>59</td>
<td>17</td>
<td>290</td>
<td>370</td>
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<td>During the peak evening hours (5:00 PM to 7:00 PM)</td>
<td>70</td>
<td>59</td>
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<td>365</td>
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<td>From a location near the corner of Douglas Road and Route 30</td>
<td>64</td>
<td>44</td>
<td>14</td>
<td>292</td>
<td>370</td>
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</table>

Evaluate the following statements:

- During the peak morning hours (5:30 AM to 7:30 AM)
- During the peak evening hours (5:00 PM to 7:00 PM)
- From a location near the corner of Douglas Road and Route 30

- Very Likely
- Somewhat Likely
- Somewhat Unlikely
- Very Unlikely
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<th>Bus Departs Oswego</th>
<th>Bus Arrives Aurora</th>
<th>Train Departs Aurora</th>
<th>Train Arrives Chicago</th>
<th>BNSF Line</th>
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</table>

**Westside**  **Eastside**

* M-F, times are approx. and subject to change
* Express service only between Oswego Park-n-Ride and Aurora Transportation Center.

WHEREAS, this Pass Through Agreement, hereinafter referred to as the “Agreement”, is made by and between Kendall County, Illinois, hereinafter referred to as the “Applicant”, and Voluntary Action Center of DeKalb County, hereinafter referred to as the “Recipient”; and

WHEREAS, Applicant is an eligible to receive funds for public transportation services from the Federal Transit Administration of the U.S. DOT, through the State of Illinois under Section 5310 of the Federal Transit Act, as amended (49 U.S.C. Section 5310), hereinafter referred to as “5310”; and

WHEREAS, Applicant is eligible to receive funds for public transportation services from the Federal Transit Administration of the U.S. DOT, through the State of Illinois under Section 5311 of the Federal Transit Act, as amended (49 U.S.C. Section 5311), hereinafter referred to as “5311”; and

WHEREAS, Applicant is eligible to receive funds from the Downstate Operating Assistance Program, hereinafter referred to as “DOAP”, for public transportation services from the Illinois Department of Transportation, Division of Public and Intermodal Transportation, hereinafter referred to as the “State”, under Article II of the Illinois Downstate Public Transportation Act (30 ILCS 740/2-1 et seq.); and

WHEREAS, Recipient is a private non-profit transit operator eligible to receive 5310, 5311, and DOAP funds to provide public transportation in Applicant’s Service Area through this Agreement under Section 5310 of the Federal Transit Act, as amended (49 U.S.C. Section 5310), under Section 5311 of the Federal Transit Act, as amended (49 U.S.C. Section 5311), and under Article II of the Illinois Downstate Public Transportation Assistance Act (30 ILCS 740/2-2); and

WHEREAS, Recipient agrees to provide public transportation services in the Kendall County Service Area (hereinafter referred to as the “Service Area”); and
WHEREAS, this Agreement is to establish the parameters under which the Applicant will pass through 5310, 5311, and DOAP funds to the Recipient for the provision of transit service within the Service Area.

WITNESSETH

For and in consideration of the mutual covenants, and benefits hereinafter set forth, the Applicant and the Recipient agree as follows:

Section A. Effective Date, Service Area, Termination Date.

1. Effective Date. This Agreement shall be effective immediately upon execution by Applicant and Recipient. Recipient hereby agrees to operate a demand-response, feeder route, and flexible route transit system as outlined in the Applicant's annually approved combined 5311/DOAP Application, hereinafter referred to as the "Application" to provide a demand-response route transit system on the behalf of the Applicant. The system will be commonly known as Kendall Area Transit, hereinafter referred to as "KAT".

2. Service Area. The Applicant authorizes the Recipient to provide community and public transportation services within the limits of Kendall County, Illinois, hereinafter referred to as the "Service Area", as outlined in the Application. With prior specification by the Applicant, Recipient will serve destinations outside the Service Area within sponsor municipalities and make connections to other transit service providers outside the Service Area.

3. Termination Date.

   a. This Agreement shall remain in effect until July 1, 2018. However, this Agreement may be terminated before July 1, 2018 if the Applicant provides sixty (60) days advance written notice to the Recipient of its intent to terminate this Agreement.

   b. The Recipient shall have the right to terminate this Agreement before July 1, 2018 if the Recipient provides one hundred eighty (180) days prior written notice to the Applicant of its intent to terminate this Agreement, except in the event that the Applicant passes an ordinance regulating or taxing Recipient, in which case, Recipient shall have the right to terminate this Agreement upon giving thirty (30) days prior written notice to the Applicant.

   c. Notwithstanding any other provisions herein, this Agreement shall terminate immediately upon written notice if the Applicant no longer receives necessary funding through the State of Illinois authorized by 5310, 5311, or DOAP.

   d. This Agreement may, if agreed to in writing by all parties prior to the termination date, be extended for an additional three years. Any such extensions shall be executed by all parties no later than sixty (60) days prior to the termination date.
Section B. Operations

1. During the term of the Agreement, the Recipient shall operate in accordance with the Application and parameters described in Section III - Description of the Project, hereinafter referred to as the “Project”, contained in the Application.

2. Prior to execution of any agreements between Applicant and any other party with respect to the Project and services required of the Recipient for any future expansion of the Project, Applicant will seek consent from Recipient and such services required of the Recipient shall be mutually agreed upon by both Applicant and Recipient.

3. Vehicles for operation of the community/public transportation shall be provided by the Applicant to the Recipient under the terms of a separate Vehicle Lease Agreement.

Section C. Recipient’s General Obligations

The Recipient shall to furnish the following management tasks in order to continue to provide an efficient transit system.

1. Transportation Operation including:
   a. Supervision of all transit personnel employed by the Recipient.
   b. Securing all insurance coverage required by State and Applicant, and handling all matters with Recipient’s insurance carriers, and Applicant’s staff and Applicant’s insurance carriers as it pertains to vehicle claims.
   c. Direction and supervision of all accounting, bookkeeping, auditing and purchasing related to this agreement to service the KAT service area and connections to other transit service providers.
   d. In partnership with Applicant, soliciting funding and service contracts with local agencies.

2. Schedule Operations including:
   a. Studying and recommending changes in operating schedules, headway frequencies, transfer methods, and other related transit operations.
   b. Seeking consensus of the Applicant and Recipient’s Service Advisory Committee hereinafter referred to as the “Committee”, prior to making changes to operating schedules, headway frequencies, transfer methods, and other related transit operations. Representation on the Committee shall be mutually agreed upon by Recipient and Applicant. In general, the Committee shall consist of representatives from the Applicant, local social service providers and funding contributors to the transit program.
   c. Posting and promoting service schedules.

3. Employee Selection, Safety and Training including:
   a. Direction and supervision of the selection of all transportation personnel employed by the Recipient.
   b. Direction and supervision of said employees’ training as needed.
c. Direction and supervision of safety programs, safety meetings, and campaigns and use of safety equipment for the Recipient’s personnel.

4. Required Reporting and budgeting on behalf of the Applicant including:
   a. Recipient will provide all reports pertaining to KAT required of the Applicant by State of Illinois, Illinois Department of Transportation, Federal agencies, and Regional Transportation Authority to the Applicant’s Program Compliance Oversight Monitor, hereinafter referred to as the “PCOM”.
   b. Recipient will provide reports required of the Applicant, including, but not limited to, the number of rides, riders, miles, costs per trip/mile, age of riders, special needs riders, low income riders, rides in each municipality to the PCOM.
   c. Recipient will complete operating budgets and required submittals required to seek and receive State and Federal funding through 5310, 5311, and DOAP.

5. Recipient shall be responsible for performance of all day-to-day operations of the transportation services to be provided under this Agreement.

Section D. General Requirements

1. Recipient shall employ and furnish such personnel as shall be reasonably required for the efficient and economical operation of the transit system. Recipient agrees that all services to be undertaken by Recipient shall be carried out by competent and properly trained personnel of Recipient to the highest standards and to the satisfaction of the Applicant.

2. Recipient shall furnish tools, service equipment, office supplies, and materials as may be reasonably required to properly and efficiently manage, supervise, and operate said transit system.

3. The Applicant will insure the county-owned vehicles leased to the Recipient, which are identified in Exhibit “A” to the Vehicle Lease Agreement. However, the Recipient shall secure, pay for, and maintain throughout the period during which bus service is provided hereunder, auto liability and general liability insurance with minimum limits of coverage of $300,000 per person and $1,000,000 per occurrence for bodily injury and $100,000 per occurrence for property damage, and medical payments coverage of at least $5,000 per person. The Recipient’s auto liability and general liability coverage shall be primary coverage in circumstances of alleged or proven errors or negligence by Recipient or Recipient’s employees. The Recipient’s coverage shall name Applicant as an additional insured, with its members, representatives, officers, agents and employees. A certificate of insurance evidencing the required coverage and the appropriate additional insurer’s endorsement shall be furnished to the Applicant upon execution of this Agreement. Such insurance shall be modifiable or cancelable only upon written notice by registered mail, mailed to the Applicant at least ninety (90) days in advance of such modification or cancellation. The
Recipient shall furnish a copy of its insurance policies for examination by the Applicant at any time upon demand of the Applicant.

4. Recipient shall maintain, and furnish evidence of, a standard workers’ compensation and employer’s liability policy of insurance conforming to the requirements or applicable statute and covering all employees employed by the Recipient, pursuant to this Agreement. Recipient waives any rights to recover damages from the Applicant for any injuries that Recipient and/or its employees may sustain while performing services under this Agreement.

5. Recipient shall operate the transportation system on the days, during the hours and over the routes with such scheduling, and at such fares as shall be approved by both parties and in accordance with Section B of this Agreement with regard to the Application’s parameters and “Description of the Project”.

6. Recipient shall keep such daily financial and other periodic records as the Applicant may direct and as may be required by state and/or federal law, and shall transmit the same to the Applicant in the manner and form designated by the Applicant and shall keep and preserve, or if directed by the Applicant shall deliver to the Applicant, such tickets, receipts or other documents or instruments as the Applicant may direct to substantiate the records, books, and accounts of the Recipient to be kept by the Recipient in accordance with accepted good accounting practices, as may be directed by the Applicant under the terms thereof, and shall permit the Applicant, through certified independent auditors, to examine and audit said records, books and accounts at any and all reasonable times as the Applicant may elect, and the Recipient shall reimburse the Applicant for any loss or overcharge, other than losses from theft, robbery or other causes beyond the control of the Recipient or its employees, that may be disclosed by such audit or examination.

7. The Recipient shall continue to comply with all of the applicable federal, state, and local regulations set forth in the Agreement, including the FTA Standard Assurances and Certifications, and with any other applicable federal regulation associated with the administration and provision of transportation services.

8. **Hold Harmless.** Recipient hereby covenants and agrees to hold Applicant harmless from and against any and all such costs, expenses, damages, liabilities, losses and claims which are the obligation and responsibility of the Recipient or which may arise or result by reason of the negligence of the Recipient, its officers, employees and/or agents.

9. **Force Majeure.** Recipient shall not be liable for any failure, delay or interruption of service nor for failure or delay in performance of any obligations under this Agreement due to strikes, lockouts, acts of God, governmental restrictions, enemy
action, civil commotion, unavoidable casualty, unavailability of fuel supplies or parts, and any similar acts beyond the control of the Recipient.

Section E. AMOUNT OF GRANT

For eligible operating expenses incurred during the calendar year (hereinafter referred to as "fiscal year"), the Recipient shall receive the following funding from the Applicant as an eligible pass through recipient:

1. Up to 50% of eligible operating deficit and up to 80% of eligible administrative expenses incurred by the Recipient to reimburse the Recipient for the provision of public transportation as approved by the State for the Project, up to the amount as stated in the Applicant’s Approved Project Budget, pursuant to 49 USC 5310.

2. Up to 50% of eligible operating deficit and up to 80% of eligible administrative expenses incurred by the Recipient to reimburse the Recipient for the provision of public transportation as approved by the State for the Project, up to the amount as stated in the Applicant’s Approved Project Budget, pursuant to 49 USC 5311.

3. Up to 65% of Recipient’s eligible operating expenses, up to the corresponding identical or minimally different appropriation amount provided by the appropriation legislation for any given year, as long as there are sufficient funds transferred into the Downstate Public Transportation Fund (30 ILCS 740/2-(b)), and provided that the amount paid under this Agreement together with any operating assistance received by the Recipient from any other state or local agency does not exceed Recipient’s actual operating deficit for that year, pursuant to 30 ILCS 740/2-3, -7.

4. The Recipient agrees that it will provide, or cause to be provided, from sources other than from this Agreement, sufficient funds in an amount, when combined with the pass through funds received from the Applicant, equal 100% of the total project cost.

5. Any funds received by Applicant from sources, including those from sponsor municipalities, other than from 5310, 5311, or DOAP for the purposes as outlined in Section B of this Agreement, will be promptly forwarded to Recipient.

6. Funds passed through from Applicant to Recipient under this Agreement are contingent upon the receipt of 5310, 5311 and DOAP funds from the State to the Applicant.

Section F. Records, Information and Reports

1. Recipient shall permit the authorized representatives of the U.S. Department of Transportation and the Comptroller General of the United States, as well as auditors and representatives of the State of Illinois and the Applicant, to inspect
and audit all data and records of the Recipient relating to its performance under this Agreement.

2. Recipient shall provide all information and reports required by the Regulations or directives issued pursuant hereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined to ascertain compliance with such Regulations, orders, and instructions. Where any information required of the Recipient is in the exclusive possession of another who fails or refuses to furnish this information, the Recipient shall so certify to the Applicant, or the DOT, as appropriate, and shall set forth what effort they have made to obtain the information.

Section G. Equal Employment Opportunity

1. Equal Employment Opportunity. In connection with the execution of this agreement, the Recipient shall not discriminate against any employee or applicant for employment because of race, religion, political affiliation, disability, marital status, age, color, sex, ancestry, military status, unfavorable discharge from military service, pregnancy, genetic information, sexual orientation, national origin, and/or any other legally protected status. The Recipient shall take affirmative action to insure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, political affiliation, disability, marital status, age, color, sex, ancestry, military status, unfavorable discharge from military service, pregnancy, genetic information, sexual orientation, national origin, and/or any other legally protected status. Such actions shall include, but not be limited to the following: employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay, or other forms of compensation and selection of training, including apprenticeship.

2. Compliance with Regulations. Recipient shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, hereinafter referred to as “DOT”, Title 49 Code of Federal Regulations, Part 1, as they may be amended from time-to-time, hereinafter referred to as the “Regulations”.

3. Non-Discrimination. Recipient, with regard to the work in performing its obligations under this Agreement, shall not discriminate on the grounds of race, religion, disability, marital status, age, color, sex, ancestry, military status, unfavorable discharge from military service, pregnancy, genetic information, sexual orientation, national origin, and/or any other legally protected status in the selection and retention of subrecipients, including procurement of materials and leases of equipment. Recipient shall not participate either directly or indirectly in the discrimination.
4. **Disadvantaged Business Enterprise.** Recipient shall comply with all applicable County, State of Illinois, and U.S. Department of Transportation regulations relating to Disadvantaged Business Enterprises (DBEs). DBEs shall be provided maximum practicable opportunity to participate in contracting activities pursuant to this Agreement and Recipient shall make its best effort to comply with these regulations.

**Section H. Notices**

1. Any notices directed to Kendall County shall be sent to:

   Jeff Wilkins  
   Kendall County Administrator  
   Kendall County  
   111 W. Fox St.  
   Yorkville, IL 60560

2. Any notices directed to Voluntary Action Center shall be sent to:

   Tom Zucker  
   Executive Director  
   Voluntary Action Center  
   1606 Bethany Road  
   Sycamore, IL 60178

**Section I. Miscellaneous**

1. Recipient hereby acknowledges and agrees that Recipient is an independent private non-profit organization eligible to receiving public transportation funding by way of a pass through agreement and not an agent or employee of the Applicant. Recipient understands and agrees that Recipient is solely responsible for paying all wages, benefits and any other compensation due and owing to Recipient's officers, employees and agents in the performance of services as set forth in this Agreement. Recipient further understands and agrees that Recipient is solely responsible for making all required payroll deductions and other wage withholdings pursuant to state and federal law for Recipient's officers, employees and/or agents who perform services as set forth in the Agreement. Recipient acknowledges its obligation to obtain appropriate insurance coverage for the benefit of Recipient, Recipient's officers, employees and agents. Recipient hereby waives any rights to recover damages from the Applicant, its officers, employees, insurers, and/or agents for any injuries, liabilities, penalties, expenses (including attorneys' fees) and/or other damages sustained by Recipient's officers, employees and/or agents while performing the services set forth in this Agreement.

2. Recipient agrees that some of the services set forth in this contract are subject to the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq., hereinafter referred to as the “Act”. The Act requires Recipients and subrecipients to pay laborers, workers and
mechanics performing services on public works projects no less than the “prevailing rate of wages” (hourly cash wages plus fringe benefits) in the county where the work is performed. For more information regarding current prevailing wage rates, please refer to the Illinois Department of Labor’s website at: http://www.state.il.us/agency/idol/rates/rates.html. All Recipients and subrecipients rendering such services under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties.

3. Recipient agrees to comply with the provisions of the Illinois Drug Free Workplace Act (30 ILCS 580/1 et seq.).

4. Recipient agrees to comply with the applicable provisions of the most current Grant Agreement between the State and Applicant to provide public transportation services in a non-urbanized area (30 ILCS 580/1 et seq.).

5. Recipient agrees it will defend with counsel of the Applicant’s choosing, indemnify and hold harmless the Applicant and their respective insurers, officers, employees, and agents harmless against any and all liability, losses, costs, claims, charges, fees (including attorneys’ fees), and/or any other damages and expenses, which the Applicant and their respective officers, insurers, employees and/or agents may hereafter sustain, incur or be required to pay arising out of Recipient’s officers, employees, and/or agents’ performance or failure to adequately perform their obligations pursuant to this Agreement.

6. With respect to demand response, feeder route, and flexible route transit systems, the Recipient agrees it will defend and hold harmless participating municipalities and their respective insurers, officers, employees, and agents against any and all liability, losses, costs, claims, charges, fees (including attorneys’ fees), and/or any other damages and expenses, which the municipality and their respective officers, insurers, employees and/or agents may hereafter sustain, incur or be required to pay arising out of Recipient’s officers, employees, and/or agents' performance or failure to adequately perform their obligations pursuant to any agreements between Applicant and municipalities with respect to demand response, feeder route, and flexible route transit systems.

7. This Agreement and the Vehicle Lease Agreement collectively referred to herein as “the Agreements”, represent the entire agreement between the parties and there are no other promises or conditions in any other agreement whether oral or written. The Agreements supersede any prior written or oral agreements between the parties and may not be modified except in writing acknowledged by both parties. The Agreements may not be modified or amended unless the amendment is made in writing and signed by both parties.

8. This Agreement shall be interpreted and enforced under the laws of the State of Illinois, and the parties agree that the venue for any legal proceeding between them shall be
Kendall County, Twenty-third Judicial Circuit, State of Illinois and is subject to the covenant of good faith and fair dealing implied in all Illinois contracts.

9. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provisions of this Agreement are invalid or unenforceable, but that by limiting such provision it becomes valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

10. In any action with respect to this Agreement, the parties are free to pursue any legal remedies at law or in equity. The prevailing party in any action brought pursuant to this Agreement shall be entitled to reasonable attorneys’ fees and court costs arising out of any action or claim to enforce the provisions of this Agreement.

11. This Agreement supersedes all prior agreements and understandings, whether written or oral, between Applicant and Recipient with respect to the subject matter hereof.

In WITNESS WHEREOF, the said Recipient has approved this Agreement and authorized it to be signed, sealed and attested by its Executive Director, and said Applicant has approved the Agreement and authorized to be signed by the Kendall County Board Chair and to be sealed and attested to by its County Clerk on this ______ day of ____________, 201__.

VOLUNTARY ACTION CENTER

BY: _________________________________

      Tom Zucker, Executive Director

WITNESS: _________________________________

      (print Witness name)

Kendall County, ILLINOIS

BY: _________________________________

      John A. Shaw, County Board Chairman

ATTEST:

BY: _________________________________

      Debbie Gillette, County Clerk
VEHICLE LEASE AGREEMENT

This Vehicle Lease Agreement (hereinafter referred to as the "Agreement") made and entered into and between Kendall County, Illinois, a unit of local government (hereinafter referred to as the "County") and the Voluntary Action Center of DeKalb County, an Illinois Not-For-Profit Corporation (hereinafter referred to as "VAC"); WITNESSETH:

WHEREAS, the County will acquire certain vehicles, including the vehicle(s) described in the List of Vehicles attached hereto and made a part hereof this Agreement as Exhibit "A"; and

WHEREAS, the Applicant desires to lease such vehicles identified in Exhibit "A" to VAC for its use in providing public transportation services pursuant to the terms of the Pass Through Agreement for Public Transportation Financial Assistance executed by the parties on _______ __, 20__.

THEREFORE, based upon the mutual promises and covenants set forth below, the parties do hereby agree as follows:

1. The County shall lease to VAC, for its sole use, the vehicles described in Exhibit "A".

2. The County agrees to lease the vehicle(s) described in Exhibit "A" to VAC for the annual fee of One Dollar ($1.00) per vehicle.

3. The County will insure the county-owned vehicles leased to VAC, which are identified in the attached Exhibit "A". Furthermore, VAC shall secure, pay for, and maintain throughout the period during which public transportation services is provided hereunder, auto liability and general liability insurance with minimum limits of coverage of $300,000 per person and $1,000,000 per occurrence for bodily injury and $100,000 per occurrence for property damage, with medical payments coverage of at least $5,000 per person. VAC's auto liability and general liability coverage shall be primary coverage in circumstances of alleged or proven errors or negligence by VAC or VAC's employees. VAC's coverage shall name the County as an additional insured and include the County's board members, officers, elected officials, employees, insurers, and agents. A certificate of insurance evidencing the required coverage and the appropriate additional insurer's endorsement shall be furnished to the County upon execution of this Agreement. Such insurance shall be modifiable or cancelable only upon written notice by registered mail, mailed to the County at least ninety (90) calendar days in advance of such modification or cancellation. VAC shall furnish a copy of its insurance policies for examination by the County at any time upon demand of the County.

4. VAC may acquire and maintain additional insurance coverage for the vehicles identified in Exhibit "A", at VAC's own expense, which exceeds the minimum insurance requirements set forth in Paragraph 2 above. Any such policies shall have the County added as a named additional insured and shall require a thirty (30) calendar day advance written notice to the County in the event of the cancellation or non-renewal of any such policy or policies. Upon
execution of this Agreement, VAC shall provide a copy of the current insurance policy to the County.

5. VAC agrees to indemnify, defend with counsel of the County's own choosing, and save harmless the County, its past, present and future board members, elected officials, employees, insurers, and agents from and against any and all claims either at law or equity arising out of and resulting from VAC's operation, use and storage of the vehicle(s) described in Exhibit "A", including the payment of any judgment, fines, penalties, damages, court costs or reasonable attorney's fees.

6. VAC agrees and warrants that the vehicles described in Exhibit "A" have been delivered to VAC in good operating condition and are free of defects and are suitable for the intended use of VAC. VAC warrants that it and all persons who will operate the vehicles described in Exhibit "A" shall hold valid driver's licenses issued by the State of Illinois and that neither VAC nor such other operators have been convicted of such traffic violations or have such a traffic accident record as would be cause for cancellation of the insurance required for the vehicles described in Exhibit "A".

7. VAC agrees to keep the vehicle(s) described in Exhibit "A" in good operating condition and working order as required in the maintenance program described in each vehicle's Owner's Manual and shall properly maintain and repair the vehicle(s) described in Exhibit "A" to manufacturer's specifications. VAC further agrees to maintain all vehicle maintenance and repair records and make said records available to the County upon the County's request.

8. VAC agrees to pay all costs, expenses, fees and charges incurred in connection with the use and operation thereof of the vehicles during the term of this Agreement, including without limitation, gasoline, oil, lubrication, repairs, maintenance, tires, storage, parking, tools, fines, towing, servicing costs, shipment, taxes, charges, use, ownership, transportation, delivery or operation of same. The County shall in no way be obligated to maintain, repair or service said vehicles during the term of this Agreement.

9. VAC agrees to notify the County at such time as it desires to permanently remove any vehicle described in Exhibit "A" from service due to age or mechanical condition.

10. During the term of this Agreement, the vehicles described in Exhibit "A" shall be principally kept or garaged when not in use at a County-owned garage or property in Kendall County, Illinois, or at 100 Parkers Mill, Oswego, Illinois, or at such other address in the State of Illinois as VAC shall give the County advance written notice of. Without the prior written consent of the County, the vehicles described in Exhibit "A" shall not be removed from Kendall County, Illinois except for trips of short duration and/or for trips referenced in the System Service Area of the County's annually approved combined 5311/DOAP Application.

11. VAC agrees to use the vehicles described in Exhibit "A" only for lawful purposes. VAC agrees not to assign, transfer or sublet its rights or otherwise encumber its interest hereunder. In the event VAC fails to pay any assessment, tax, lien or fine levied against the vehicles, the
County may, at its election, make such payment and VAC shall reimburse the County on demand. VAC shall indemnify, defend with counsel of the County's own choosing, and hold the County harmless from any and all fines, forfeiture, damages, or penalties resulting from violations of any law, ordinance, rule, or regulation.

12. This instrument is a lease and not an installment contract. The vehicles described in Exhibit “A” are the sole property of the County and VAC shall insure that the County is named as the owner on any certificate of title issued with respect to the vehicles. VAC shall have no right, title, or interest in or to the vehicles except for the right to operate and use the vehicles for the purposes stated herein and not as the agent of the County, so long as VAC is not in default under the terms of this Agreement.

13. This Agreement and the Pass Through Agreement for Public Transportation Financial Assistance executed by the County and VAC represent the entire agreement between the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement and the Pass Through Agreement for Public Transportation Financial Assistance executed by the parties supersede any prior written or oral agreements between the parties and may not be further modified except in writing acknowledged by both parties.

14. This Agreement shall remain in effect from the date of the parties’ execution of this Agreement until termination of the Pass Through Grant Agreement for Public Transportation Financial Assistance executed by the parties.

15. This Agreement may be terminated before the lease period expires if one of the following occurs: (a) the County provides sixty (60) calendar days advance written notice to VAC of its intent to terminate this Agreement; (b) VAC provides one hundred eighty (180) calendar days advance written notice to the County of its intent to terminate this Agreement; or (c) as mutually agreed upon in writing by both parties.

16. Notwithstanding any other provision herein, this Agreement shall terminate immediately upon written notice if the County no longer receives public transportation financial assistance through the State of Illinois under Section 5310 of the Federal Transit Act of 1991, as amended (49 U.S.C § 5310), Section 5311 of the Federal Transit Act of 1991, as amended (49 U.S.C § 5311) and the Illinois Downstate Public Transportation Act (30 ILCS 740/2-1).

17. Upon termination of this Agreement, VAC shall return all vehicles described in Exhibit “A” to the County in the same operable condition as the vehicles were received. VAC shall remain liable and responsible for any pending claims, maintenance, repairs, taxes, licenses, and any other expenses associated with VAC’s use of the vehicles.

18. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provisions of this Agreement are invalid or unenforceable, but that by limiting such provision it becomes valid and enforceable, then such provision shall be deemed to be
written, construed and enforced as so limited.

19. This Agreement shall be interpreted and enforced under the laws of the State of Illinois, and the parties agree that the venue for any legal proceeding between them shall be Kendall County, Twenty-third Judicial Circuit, State of Illinois and is subject to the covenant of good faith and fair dealing implied in all Illinois contracts.

20. In any action with respect to this Agreement, the parties are free to pursue any legal remedies at law or in equity. The prevailing party in any action brought pursuant to this Agreement shall be entitled to reasonable attorneys’ fees and court costs arising out of any action or claim to enforce the provisions of this Agreement.

21. Any notices directed to Kendall County shall be sent to: Jeff Wilkins, Kendall County Administrator, Kendall County, 111 W. Fox St., Yorkville, Illinois 60560 with a copy to the Kendall County State’s Attorney, 807 W. John St. Yorkville, Illinois 60560. Any notices directed to VAC shall be sent to: Tom Zucker, Executive Director, Voluntary Action Center, 1606 Bethany Road, Sycamore, Illinois 60178.

In WITNESS THEREOF, the VAC has approved this Agreement and authorized it to be signed, sealed and attested by its Executive Director, and said County has approved this Agreement and authorized it to be signed by the County Board Chair and to be sealed and attested to by its County Clerk on this ___ day of __________ 20__. 

VOLUNTARY ACTION CENTER of DEKALB COUNTY

BY: __________________________
    Tom Zucker, Executive Director

WITNESS: ______________________
    (print witness name above)

KENDALL COUNTY, ILLINOIS

BY: __________________________
    John A. Shaw, County Board Chairman

ATTEST:

BY: __________________________
    Debbie Gillette, Kendall County Clerk
**EXHIBIT “A”**

**LIST OF VEHICLES**

<table>
<thead>
<tr>
<th>Year</th>
<th>Make</th>
<th>Model</th>
<th>I.D.</th>
</tr>
</thead>
<tbody>
<tr>
<td>2009</td>
<td>Ford</td>
<td>Eldorado</td>
<td>A81001</td>
</tr>
<tr>
<td>2009</td>
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<td>Supreme</td>
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<td>2013</td>
<td>Dodge</td>
<td>Grand Caravan</td>
<td>M1-2641</td>
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<tr>
<td>2014</td>
<td>Ford</td>
<td>Starcraft</td>
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<tr>
<td>2014</td>
<td>Ford</td>
<td>Starcraft</td>
<td>A68963</td>
</tr>
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</table>

Additional vehicles to be covered under the terms of this Agreement shall be identified in writing by the County and subsequently accepted in writing by VAC. Additional vehicles identified by the County may be leased, purchased, gifted or granted to the County.
Section 6.6 MATERNITY ACCOMMODATIONS POLICY

Pursuant to the Illinois Human Rights Act, Kendall County will provide reasonable accommodation(s) to pregnant applicants and employees, if requested, provided the accommodation does not cause undue hardship on the County's ordinary business operations. For purposes of this policy, pregnancy includes pregnancy, childbirth, or medical or common conditions related to pregnancy or childbirth. Reasonable accommodations may include, but are not limited to:

- More frequent or longer bathroom breaks;
- Breaks for increased water intake and periodic rest;
- A private non-bathroom space for breastfeeding and expressing breast milk;
- Seating;
- Assistance with manual labor;
- Temporary light duty;
- Temporary transfers to less strenuous or hazardous positions;
- Accessible worksites;
- The acquisition or modification of equipment;
- Temporary job restructuring;
- Temporary part-time or modified work schedules;
- Appropriate adjustments or modifications of examinations, training materials, or policies;
- Temporary reassignment to a vacant position; and/or
- Time off to recover from childbirth and leave required by the employee's pregnancy, childbirth or related conditions.

Reasonable accommodations do not include the creation of additional employment opportunities; discharge or transfer of another employee; or promotion to a position for which the applicant/employee is not qualified. If a pregnant applicant or employee is requesting a reasonable accommodation due to their pregnancy, she must submit her request in writing to her immediate supervisor and/or department head. The applicant/employee may be required to provide documentation from her health care provider concerning her need for the requested accommodation. The applicant/employee's failure to cooperate in this interactive process could result in denial of the requested accommodation.

Absent a showing of undue hardship by Kendall County, an employee who has been affected by pregnancy, childbirth, or medical or common conditions related to pregnancy or childbirth must be reinstated to the same or equivalent position with equivalent pay and accumulated seniority, retirement, fringe benefits, and other applicable service credits upon the employee's return to work and/or when the employee's need for reasonable accommodation ceases, whichever occurs later.

Retaliation is prohibited against any applicant or employee because she has requested, attempted to request, used or attempted to use a reasonable accommodation pursuant to the Illinois Human Rights Act.
HIGHWAY COMMITTEE MINUTES

DATE: November 10, 2014
LOCATION: Kendall County Highway Department
MEMBERS PRESENT: Dan Koukol, Amy Cesich, Judy Gilmour
STAFF PRESENT: Fran Klaas, Andy Myers, Ginger Gates
ALSO PRESENT: John Shaw, Angela Zubko, Bob Davidson
Kimberly Strnad of Corporate Design & Development Group
Alex Chakonas from Speedway, LLC

The committee meeting convened at 4:00 P.M. with roll call of committee members. Members Wehrli and Gryder absent. Quorum established.

Motion Gilmour; second Cesich to approve the agenda with “Other Business” being moved to the top of the agenda to accommodate the guests representing Speedway. Motion carried unanimously.

Motion Cesich; second Gilmour to approve the Highway Committee Minutes from the October 14, 2014 meeting. Motion carried unanimously.

Representatives from Speedway, LLC were back at the Highway Committee to provide additional information supporting their request for access to the north side of Galena Road just east of Ill. Rte. 47. Ms. Strnad indicated that they had talked to the property owner on the south side of Galena Road and received concurrence for full access approximately 700’ east of Route 47. She also provided an exhibit showing that they could provide an eastbound left turn lane to the proposed site by shifting the originally-proposed access slightly further east. Strnad indicated that the City of Yorkville was supportive of this petition, because it provided additional sales tax revenue, property tax revenue and would employ 13 to 16 new employees. Speedway would like to break ground first thing in the spring of 2015. They are only waiting on an answer from the County as to whether the County will allow a variance for access. Cesich and Koukol were supportive of the petition. Gilmour generally agreed on the positives of the petition, but was concerned about the close proximity of the access and would like to study the latest design a little more. Koukol indicated that the petition should be placed on the December agenda for action on the variance.

Klaas requested that the Committee consider authorizing the use of eminent domain to acquire 0.06 acre of right-of-way on the west side of Ridge Road just north of Caton Farm Road. The County has a prescriptive interest in the right-of-way, and said right-of-way contains a very old shed that blocks sight distance to the north. The shed was supposed to be removed under a handshake agreement with the owner as part of the land acquisition and intersection improvements recently completed at this intersection. The owner has now changed his mind and doesn’t want to talk to the County. Klaas believes the shed creates a safety hazard for eastbound drivers who want to turn right on red. Koukol stated that he was not ready to move on eminent domain at this time and requested contact information for the owner(s) of the property.
Bids were presented to the Committee for bulk fuels for the Highway Department. The low bidder was Elburn Coop, whose bid was $2.58 for 16,000 gallons of 89-octane gasoline and $2.93 for 25,000 gallons of biodiesel fuel. Motion Koukol; second Cesich to recommend approval of the low bids from Elburn Coop to the County Board. Motion carried unanimously.

The Committee reviewed a variance request from Daron & Kimberly Spicher for residential access to the south side of Plattville Road approximately 2000' east of Ashley Road. Motion Gilmour; second Koukol to recommend approval of the access variance to the County Board. Motion carried unanimously.

An intergovernmental agreement for the maintenance of emergency vehicle pre-emption (EVP) at the intersection of Ridge Road and Ill. Rte. 126 was presented to the committee. EVP provides for a traffic signal to turn green in the direction of oncoming emergency vehicles. The Highway Department allows for this equipment to be installed as part of the traffic signal installation; but does not typically provide for ongoing maintenance of the equipment. Plainfield Fire Protection District has agreed to maintain the EVP equipment since this intersection is in their District. Assistant State's Attorney, David Berault, and the District's Attorney have worked out the details of the agreement and it is ready for consideration by the County Board. Motion Koukol; second Gilmour to forward the agreement to the County Board for consideration. Motion carried unanimously.

A resolution to change the name of "Ridge Road" to "Old Ridge Road" for the west leg of this roadway extending 4200' south of Illinois Route 126 was presented to the Committee. Motion Koukol; second Cesich to recommend approval of the resolution to the County Board. Motion carried unanimously.

An ordinance to provide for an altered speed limit on Old Ridge Road was presented to the Committee. The speed limit on Old Ridge Road is currently 55 mph, but would be reduced to 45 mph, considering that the roadway is now a dead end street as it extends southerly from Ill. Rte. 126. Motion Koukol; second Gilmour to recommend approval of the altered speed limit to the County Board. Motion carried unanimously.

In other business, the County Engineer requested support for a program to convert all lighting at the Highway Department to LED and T8 fluorescent fixtures, reducing the total energy demand for lighting by 58%. The project would include estimated DCEO incentives of nearly $11,000. The net cost to the Highway Department is estimated to be approximately $9,000. The Committee directed the County Engineer to move forward with the project.

Cesich asked about the payment to Hardin Paving for the Ridge Road project. Ginger stated that Hardin has currently earned about $2,677,000 out of the original bid of just under $3 million. Motion Koukol; second Cesich to forward Highway Department bills for the month of November in the amount of $1,611,423.36 to the Finance Committee for approval. Motion carried unanimously.

Committee Chairman, Dan Koukol, announced a ribbon cutting for the Ridge Road and Route 126 project to be held on Wednesday, November 12, 2014 at 8:00 AM.

Meeting adjourned at 4:42 P.M.
Respectfully submitted,

Francis C. Klaas, P.E.
Kendall County Engineer

ACTION ITEMS

1. Bulk fuel bids from Elburn Coop, including $2.58\textsuperscript{1} for 16,000 gallons of 89-octane gasoline and $2.93\textsuperscript{2} for 25,000 gallons of biodiesel fuel for the period from December 1, 2014 to November 30, 2015.

2. Access variance for Daron & Kimberly Spicher for residential full access on the south side of Plattville Road approximately 2000' east of Ashley Road.

3. Intergovernmental Agreement between Kendall County and Plainfield Fire Protection District for perpetual maintenance of emergency vehicle pre-emption equipment (EVP) at the intersection of Illinois Route 126 and Ridge Road.

4. Resolution renaming “Ridge Road” to “Old Ridge Road” beginning at Illinois Route 126 and extending 4200’ south.

5. Ordinance providing for an altered speed limit of 45 mph on Old Ridge Road.
# Bid Sheet

## Bulk Fuel Bid

**November 10, 2014**

**Contract Period** – Twelve (12) Months

**December 1, 2014 – November 30, 2015**

<table>
<thead>
<tr>
<th>Approx. Quantity</th>
<th>Description</th>
<th>Unit Price – Unleaded Gas $/Gallon</th>
<th>Unit Price – Diesel Fuel $/Gallon</th>
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</thead>
<tbody>
<tr>
<td>16,000 Gal.</td>
<td>89 Octane Unleaded Gasoline w/ Ethanol</td>
<td>$2.38</td>
<td></td>
</tr>
<tr>
<td>25,000 Gal.</td>
<td>Diesel Fuel – High Quality ULSO Biodiesel (B2) Blend</td>
<td>$2.71</td>
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<table>
<thead>
<tr>
<th></th>
<th>Unit Price – Unleaded Gas $/Gallon</th>
<th>Unit Price – Diesel Fuel $/Gallon</th>
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<tr>
<td>Underground Storage Tax</td>
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<tr>
<td>Illinois Motor Fuel Taxes</td>
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<tr>
<td>Environmental Impact Fee</td>
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<td>$0.03</td>
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<tr>
<td><strong>Total Per Gallon Cost</strong></td>
<td><strong>$2.58</strong></td>
<td><strong>$2.93</strong></td>
</tr>
</tbody>
</table>

- Any State, Local or Federal Excise Taxes shall be paid for by the vendor. It will be the duty of the vendor to apply for and request any refunds from the government where these taxes are concerned.

Please verify YES or NO that your product meets or exceed the following requirements:

- Diesel Fuel must be a high quality ULSO Biodiesel (B2) Blend: **Y**
- Diesel Fuel will be seasonally and geographically blended for low temperatures: **Y**
- A dispersant to guard against clogging filters: **Y**
- An extra lubricity added: **Y**
- Glycol Ether to shed water: **Y**
- An antioxidant for storage life: **Y**
- A metal deactivator to suppress gum and varnish: **Y**
- A corrosion inhibitor: **Y**
- A low-sulfur content, .05 Wt % maximum: **Y**

**Bid Submitted By:**

**Company Name:** ELBURN COOP

**Address:** 108 N. MAIN ST

**City:** SYCAMORE, IL 60178

**Phone:** 815-509-0363

**Signature of Bidder:** [Signature]

**Title:** Petro Divisional Mgr

RETURN THIS SHEET FOR BIDDING
AN ORDINANCE GRANTING VARIANCE TO THE KENDALL COUNTY HIGHWAY ACCESS REGULATION ORDNANCE

WHEREAS, access to Kendall County Highways has been regulated by the Kendall County Board through the Kendall County Highway Access Regulation Ordinance, originally adopted by the Board on May 18, 1999 and notwithstanding subsequent revisions; and

WHEREAS, Plattville Road has been classified as an Access 4 Highway in said Ordinance, requiring unsignalized spacing of private accesses of not less than 500'; and

WHEREAS, Daron & Kimberly Spicher, hereinafter referred to as "Petitioner", have petitioned the County to allow full access to the south side of Plattville Road approximately 2000 feet east of Ashley Road, said access being only 300' from the closest access to the west; and

WHEREAS, the Kendall County Board has determined that the proposed residential access will not impede the flow of traffic nor diminish the safety of the traveling public.

THEREFORE, BE IT ORDAINED, that the Kendall County Board hereby grants a variance to the Kendall County Highway Access Regulation Ordinance, for the specified purpose, subject to the terms and conditions imposed herein.

1. The above listed recitals are incorporated herein as if fully set out herein.

2. That a variance is hereby authorized for the Petitioner, for the purpose of a full-access driveway, located on the south side of Plattville Road approximately 2000 feet east of Ashley Road. Said access shall conform in all ways to the construction requirements of the Kendall County Highway Department, and shall be constructed at no cost to the Department.

3. Any exceptions, violations or noncompliance to the requirements contained herein, on behalf of the Petitioner, will result in the immediate forfeiture of the variance.

Approved by the County Board of Kendall County, State of Illinois.

John A. Shaw – Kendall County Board Chairman

Debbie Gillette, County Clerk in and for said County, in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of an ordinance adopted by the Kendall County Board, at its regularly scheduled meeting in Yorkville, Illinois, on the ____ day of _______________, A.D., 2014.

Debbie Gillette – County Clerk
INTERGOVERNMENTAL AGREEMENT BETWEEN KENDALL COUNTY, ILLINOIS AND THE PLAINFIELD FIRE PROTECTION DISTRICT, ILLINOIS FOR THE INSTALLATION AND MAINTENANCE OF AN EMERGENCY VEHICLE PRE-EMPTION DEVICE AT THE ILLINOIS ROUTE 126/RIDGE ROAD INTERSECTION

THIS INTERGOVERNMENTAL AGREEMENT by and between the County of Kendall, a unit of local government of the State of Illinois (hereinafter “Kendall County”) and the Plainfield Fire Protection District, located in both Will County and Kendall County, Illinois (hereinafter the “PFPD”) a municipal corporation of the State of Illinois, is effective upon the date of last signature below.

WITNESSETH:

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

WHEREAS, the PFPD and Kendall County are units of local government within the meaning of Article VII, Section 1 of the Illinois Constitution of 1970 who are authorized to enter into intergovernmental agreements pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., provides that any unit of local government may participate in an intergovernmental agreement under this Act notwithstanding the absence of specific authority under the State law to perform the service involved, provided that the unit of local government contracting with the other has authority to perform the service; and
WHEREAS, The County and PFPD wish to enter into an agreement wherein the County shall take on the responsibility of installing an Emergency Vehicle Pre-Emption device (hereinafter “EVP”) at the intersection of Illinois Route 126 and Ridge Road for the benefit of both the PFPD and the County (the “Project”), and thereafter the PFPD shall exercise sole responsibility for the maintenance of the EVP and related appurtenances as outlined below; and

WHEREAS, the Project, once completed, shall provide for a safer and more efficient roadway for the benefit of residents within the PFPD and Kendall County.

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereafter set forth, the parties agree as follows:

Section 1. The foregoing preambles are hereby incorporated as if fully restated within.

Section 2. KENDALL COUNTY’S RESPONSIBILITIES:

a. Kendall County agrees to purchase and fund the installation of an EVP system, also known as an “Opticom System”, to be connected to the traffic lights at the intersection of Illinois Route 126 and Ridge Road as articulated within this Agreement;

b. Kendall County shall select and contract with all contractors and subcontractors necessary to complete said device’s installation. Kendall County shall be solely responsible for supervising the construction and completion of the Project and of all contractors and subcontractors retained by them to assist in the initial installation of the EVP device at no cost to the PFPD;
c. Kendall County shall comply with all competitive bidding and selection requirements necessary for the installation of an EVP system, pursuant to applicable state and federal laws;

d. Following the installation of the EVP, at no time shall Kendall County be obligated to maintain, repair, program or otherwise ensure the EVP’s continued operational integrity.

Section 3. **PLAINFIELD FIRE PROTECTION DISTRICT’S RESPONSIBILITIES:**

a. Upon completion of installation of the subject EVP system, the PFPD agrees that it shall exercise complete control, (including, but not limited to programming duties), maintenance, responsibility and ownership of this device, which shall be attached to the newly-constructed traffic signals. In this regard, the PFPD shall be responsible for every aspect of the Emergency Vehicle Pre-Emption device, including all hardware and software required to operate it and integrate it with the traffic signals at the specified location, at no cost to Kendall County (hereinafter these improvements within shall be referred to as the “PFPD Controlled Improvements”);

b. It is mutually agreed by Kendall County and the PFPD that upon completion of installation, Kendall County shall not be inferred to, or obligated to, have a duty to provide insurance for the subject EVP system or otherwise indemnify and hold harmless the PFPD in connection with the use, enjoyment, ownership, maintenance, programming, repair or replacement of the subject PFPD Controlled Improvement;
c. It is mutually agreed by Kendall County and the PFPD that the maintenance, both physical and financial, of the subject EVP system will be the responsibility of the PFPD, and the PFPD alone. Further, the PFPD shall be responsible for any future repair or replacement deemed necessary for the subject PFPD Controlled Improvements outlined above. Nothing in this Agreement shall be construed as to create a duty or responsibility on behalf of Kendall County to maintain, repair, replace, program or otherwise control the subject PFPD Controlled Improvements;

d. Upon completion of installation of the subject EVP system, the PFPD shall ensure that each contractor and/or subcontractor performing work on the system, or acting to maintain, repair, replace, program or otherwise control it, shall obtain and continue in force all insurance necessary and appropriate and that each contractor and/or subcontractor contracted with to perform work on the device shall name Kendall County and the PFPD as Additional Insureds on a Primary and Non-Contributory basis with respect to the general liability, business auto liability and excess liability insurance, as well as a waiver of subrogation with respect to the general liability and workers' compensation in favor of Kendall County and the PFPD;

e. Upon installation of the PFPD Controlled Improvements, the PFPD shall defend, with counsel of Kendall County's own choosing, indemnify and hold harmless Kendall County, including Kendall County’s past, present and future board members, elected officials, insurers, employees, and agents from and against any and all claims, liabilities, obligations, losses, penalties, fines,
damages, and expenses and costs relating thereto, including but not limited to attorneys' fees and other legal expenses, which Kendall County, its past, present and future board members, elected officials, insurers, employees, and/or agents may hereafter sustain, incur or be required to pay relating to, or arising in any manner out of the use, ownership, programming, maintenance, repair, replacement and/or condition of the subject PFPD Controlled Improvements installed during this Project, or claims, liabilities, obligations, losses, penalties, fines, damages, and expenses and costs arising in any manner out of the PFPD's performance or alleged failure to perform its obligations pursuant to this Agreement;

f. The failure of the PFPD to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations with respect to this Agreement shall constitute a breach by the PFPD hereunder.

Section 4. MISCELLANEOUS PROVISIONS:

a. It is mutually understood and agreed that any traffic signals, to the extent applicable, shall be maintained to the standard described in the 2009 Edition of the Illinois Manual of Uniform Traffic Control Devices, pursuant to the County's agreement with IDOT;

b. Nothing in this agreement shall be deemed to alter the jurisdiction of either the PFPD or Kendall County in respect to the remaining subject Roadway Improvements, including any duties of Kendall County to otherwise maintain the standard traffic signals pursuant to any agreement with the Illinois Department of Transportation;
c. This Agreement and the rights of the parties hereunder may not be assigned (except by operation of law), and the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto. Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the parties and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of such agreements;

d. This Agreement shall be interpreted and enforced under the laws of the State of Illinois. Any legal proceeding related to enforcement of this Agreement shall be brought in the Circuit Court of Kendall County, Illinois. In case any provision of this Agreement shall be declared and/or found invalid, illegal or unenforceable by a court of competent jurisdiction, such provision shall, to the extent possible, be modified by the court in such manner as to be valid, legal and enforceable so as to most nearly retain the intent of the parties, and, if such modification is not possible, such provision shall be severed from this Agreement, and in either case the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby;

e. In any action with respect to this Agreement Kendall County and The PFPD are free to pursue any legal remedies at law or in equity. The prevailing party by 75% or more of damages sought, in any action brought pursuant to this Agreement, shall be entitled to reasonable attorneys’ fees and court costs arising out of any action or claim to enforce the provisions of this Agreement.
f. All notices required or permitted hereunder shall be in writing and may be given by (a) depositing the same in the United States mail, addressed to the party to be notified, postage prepaid and certified with the return receipt requested, (b) delivering the same in person, or (c) telecopying the same with electronic confirmation of receipt

If to the County:  
County Engineer  
Kendall County Highway Department  
6780 Route 47  
Yorkville, Illinois 60560  

With copy to:  
Kendall County State’s Attorney  
807 John Street,  
Yorkville, Illinois 60560

If to the PFPD:  
Chief John D. Eichelbeger  
Plainfield Fire Protection District  
23748 West 135th Street  
Plainfield, Illinois 60544

Or such address or counsel as any party hereto shall specify pursuant to this Section from time to time;

h. The Parties and their consultants, employees, contractors, subcontractors, and agents agree to comply with all provisions of the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 et seq. and the Illinois Drug Free Workplace Act, 30 ILCS 580/1 et seq.

b. To the extent that this Agreement calls for the construction, demolition, maintenance and/or repair of a “public work” as defined by the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. (“the Act”), such work shall be covered under the Act. The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing covered work on public
works projects no less than the “prevailing rate of wages” (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor’s website at: http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department’s web site for revisions to prevailing wage rates. All contractors and subcontractors rendering services under this Agreement must comply with all requirements of the Act, including, but not limited to, all wage, notice and record-keeping duties.

i. The PFPD and Kendall County agree that the waiver of, or failure to enforce, any breach of this Agreement by the remaining party shall not be construed, or otherwise operate, as a waiver of any future breach of this Agreement. Further, the failure to enforce any particular breach shall not bar or prevent the remaining party from enforcing this Agreement with respect to a different breach;

j. This Agreement represents the entire agreement between the parties and there are no other promises or conditions in any other agreement whether oral or written. Except as stated herein, this agreement supersedes any other prior written or oral agreements between the parties and may not be further modified except in writing acknowledged by both parties;

k. Nothing contained in this Agreement, nor any act of Kendall County or the PFPD pursuant to this Agreement, shall be deemed or construed by any of the
parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the County and the PFPD;

1. This Agreement shall be in full force and effect for a period of ninety nine (99) years from the date of the last signatures below unless it is agreed to terminate this Agreement in writing signed by all parties;

m. This Agreement shall become effective upon the date of the last signature below by the parties hereto. This Agreement may be amended only with written consent of all parties;

n. This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement;

o. This Agreement may be terminated by Kendall County upon written notice delivered to PFPD at least thirty (30) calendar days prior to the effective date of termination. Any indemnification provisions shall survive termination.

p. Kendall County and the PFPD each hereby warrant and represent that their respective signatures set forth below have been, and are on the date of this Agreement, duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.
IN WITNESS WHEREOF, the parties hereto have caused this Intergovernmental Agreement to be executed by their duly authorized officers on the above date.

County of Kendall, a unit of local government of the State of Illinois

By: ____________________________
Chair, Kendall County Board

Attest: __________________________
County Clerk

Date: ____________________________

Plainfield Fire Protection District, a municipal corporation of the State of Illinois,

By: ____________________________
Plainfield Fire Protection District Board of Trustees

Attest: __________________________
PFPD Clerk

Date: ____________________________
KENDALL COUNTY

Resolution No. ______

A Resolution Renaming a Part of Ridge Road to Old Ridge Road

WHEREAS, reconstruction of the Ridge Road / Illinois Route 126 intersection has created a remnant of the original south leg of Ridge Road (see attached Exhibit A); and,

WHEREAS, Kendall County desires to reduce potential confusion created by duplication of the Ridge Road name; and,

WHEREAS, authority to change the name of any street, lane, road or highway has been granted to county boards, pursuant to 55 ILCS 5/5-1067.

NOW, THEREFORE BE IT RESOLVED, that the Kendall County Board hereby renames that part of Ridge Road, beginning at its intersection with Illinois Route 126 and extending southerly approximately 4200 lineal feet to the south terminus, to “Old Ridge Road”, in accordance with the attached Exhibit A.

This resolution approved by the County Board of Kendall County, State of Illinois.

John Shaw – Kendall County Board Chairman

I, Debbie Gillette, County Clerk in and for said County, in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the Kendall County Board, at its regularly scheduled meeting in Yorkville, Illinois, on the _____ day of ________________, A.D. 2014.

Debbie Gillette – County Clerk

(SEAL)
KENDALL COUNTY
Ordinance No. _______

An Ordinance for the Establishment of an Altered Speed Zone on Old Ridge Road

WHEREAS, pursuant to 625 ILCS 5/11-604, the Kendall County Board has been granted authority to establish altered speed limits on all county highways, township roads and district roads as defined in the Illinois Highway Code, except those under the jurisdiction of the Illinois Department of Transportation or of the Illinois State Toll Highway Authority; and

WHEREAS, an engineering and traffic investigation, performed by the Kendall County Highway Department or its agent(s) upon the respective streets or highways listed in the schedule contained herein, has determined that an altered speed zone(s) is appropriate for the listed streets or highways maintained by Kendall County Highway Department; and

WHEREAS, the Kendall County Board has determined that the statutory maximum vehicular speed limits established by Section 11-601 of the Illinois Vehicle Code are greater or less than that considered reasonable and proper on the street or highway listed in the following schedule;

THEREFORE, BE IT ORDAINED, that the County Board of Kendall County hereby declares that the reasonable and proper, absolute maximum speed limits for the respective streets or highways listed in the following schedule shall be as stated therein;

AND BE IT FURTHER ORDAINED, that this ordinance shall take effect immediately after the erection of signs giving notice of the maximum speed limits.

SCHEDULE OF ALTERED SPEED ZONES

<table>
<thead>
<tr>
<th>Street or Highway</th>
<th>Exact Limits of Zone(s)</th>
<th>Maximum Speed Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Old Ridge Road</td>
<td>Beginning at Illinois Route 126 and extending southerly for 4200 feet.</td>
<td>45 MPH</td>
</tr>
</tbody>
</table>

I, Debbie Gillette, County Clerk in and for said County, in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of an ordinance adopted by the Kendall County Board, at its regularly scheduled meeting in Yorkville, Illinois, on the _____ day of _____________, A.D., 2014.

Debbie Gillette – County Clerk

SEAL
Call to Order
The Budget and Finance Committee was called to order by Chair John Purcell at 4:05 p.m.

Committee Members Present: Judy Gilmour, Matt Prochaska, Amy Cesich, John Purcell

Committee Members Absent: Elizabeth Flowers

Other Board Members Present: Chairman John A. Shaw (4:15 p.m.), Dan Koukol (5:03 p.m.)

Others Present: Latreese Caldwell, Bob Jones, Eric Weis, Jeff Wilkins and Angela Zubko

Department Head and Elected Official Comments - None

Items of Business

- Approval of General Fund - Fund Balance Policy - Member Prochaska made a motion to forward the Approval of General Fund - Fund Balance Policy to the County Board for approval, second by Member Gilmour. Discussion on recommended changes from the October 30, 2014 meeting. With all in agreement, the motion carried with additional recommended changes to be presented at the County Board meeting.

- FY15 Budget Recommendations - Latreese Caldwell reviewed changes made from the October 30, 2014 Finance meeting. Ms. Caldwell said that the two options not included were the increased levy (waiting for the updated information from the Assessment Office), and the $303,000 General Fund transfer.

- Recommend County Board filing of tentative FY 2014-2015 Budget and Appropriation with Kendall County Clerk - Member Prochaska made a motion to forward to the County Board for approval the recommendation of the County Board filing of tentative FY 2014-2015 Budget and Appropriation with Kendall County Clerk, second by Member Gilmour. Voice Vote: Member Gilmour - yes, Member Prochaska - aye, Member Cesich - no, Member Purcell - yes. With Members Prochaska, Gilmour and Purcell voting aye, and Member Cesich voting nay, the motion carried with a vote of 3-1.

Old Business - None

Items for Committee of the Whole - None
Action Items for County Board

Approval of General Fund - Fund Balance Policy

Recommend County Board filing of tentative FY 2014-2015 Budget and Appropriation with Kendall County Clerk

Public Comment – None

Questions from the Media – None

Executive Session – Member Prochaska made a motion to enter into Executive Session for the purpose of discussion of minutes of meetings lawfully closed under this Act, whether for purposes of approval by the body of the minutes or semi-annual review of the minutes as mandated by Section 2.06, second by Member Gilmour. Voice Vote: Member Cesich - yes, Member Prochaska - aye, Member Gilmour - yes, Member Purcell - yes

With all members in attendance voting aye, the committee entered Executive Session at 5:15 p.m.

Member Prochaska made a motion to reconvene in Open Session, second by Member Gilmour. With all members in attendance voting aye, the committee entered Open Session at 5:19 p.m.

Adjournment – Member Prochaska made a motion to adjourn the meeting, second by Member Gilmour. With voting aye, the meeting adjourned at 5:22 p.m.

Respectfully submitted,

Valarie A. McClain
Administrative Assistant/Recording Secretary
KENDALL COUNTY, ILLINOIS
BUDGET & FINANCE COMMITTEE
Meeting Minutes
Thursday, November 13, 2014

Call to Order
The Budget and Finance Committee was called to order by Vice Chair Judy Gilmour at 2:34 p.m.

Committee Members Present: Judy Gilmour – here, Matt Prochaska – here, John A. Shaw – here (Mr. Shaw was appointed by Vice Chair Gilmour to form a quorum), John Purcell (arrived at 2:41 p.m.)

Committee Members Absent: Amy Cesich, Elizabeth Flowers

Other Board Members Present: Chairman John A. Shaw

Others Present: Latreese Caldwell, Jill Ferko, Bob Jones, Chief Deputy Scott Koster, Jim Smiley, Tom Thomas, RaeAnn Van Gundy, Jeff Wilkins

Claims Review and Approval
The Committee reviewed the County claims report. A motion was made by Member Prochaska to forward the approval of claims in an amount not to exceed $3,029,402.74 and claims for Election Judges in an amount not to exceed $47,239.50, second to the motion by Member Shaw. With all members in agreement, the motion carried.

Jill Ferko, Treasurer/Collector – Ms. Ferko reported she had a phone conference today with the new auditors, she said they do things differently than in the past. Ms. Ferko said the auditors would like to hold a draft meeting with the department heads, elected officials and the Finance Committee chair to review a draft audit sometime in January 2015. Ms. Ferko asked the committee if they would still like the auditor to meet with the Finance Committee, Committee of the Whole and County Board to review the report and findings. Wipfli doesn't normally present at those joint meetings or go into as much detail at those meetings. Discussion on preferences and recommendations for Ms. Ferko on how to proceed. The consensus was to have Wipfli present at the COW meeting.

Ms. Ferko reported that Wipfli will be here for preliminary meetings on November 18 and 19, 2014, and back in January 2015 for the audit.

Ms. Ferko also reported that the tax sale was held on November 12, 2014 with over 40 buyers, 889 parcels for sale, and 415 parcels being sold.

Chief Deputy Scott Koster, Sheriff's Office – No report

Jim Smiley, Facilities Management - Mr. Smiley reported they are finishing up projects at the County Office Building, and the final book-keeping for those projects.
Tom Thomas, Health Department – No report

Items of Business

- Establishing a Minimum General Fund Balance Policy and Establishing a General Fund Balance Policy for Capital Fund Contributions – Chair Purcell reviewed three drafts with the committee: the original resolution Establishing a General Fund Balance Reserve Policy already discussed at the last meeting, the draft resolution Establishing a Minimum General Fund Balance Policy, and the draft resolution Establishing a General Fund Balance Policy for Capital Fund Contributions. Discussion followed on the projected fund policy, the fund balance reserve, possibly using a 12-month rolling average, and measurement. Member Prochaska made a motion to retain the original resolution and present it to the County Board for approval, second by Member Gilmour. With all in agreement, the motion carried.

- Municipalities Continuing Disclosure Cooperation Initiative Questionnaire for Self-Reporting Entities Recommendation – Kevin McCanna, Speer Financial, Inc. reviewed the initiative with the committee, and explained that the intent is to address what the SEC believes is an industry problem with the disclosure related to municipal bonds. The SEC believes numerous municipal issuers and have not diligently provided required disclosures. Mr. McCanna stated that Jeff Wilkins is working with Bond Counsel to complete and file the questionnaire by December 1, 2014. Member Prochaska made a motion to forward to the County Board for approval, second by Member Gilmour. With all in agreement, the motion carried.

- Recommend FY 2014-2015 Budgets and Appropriations in an amount not to exceed $71,000,000 – Member Prochaska made a motion to forward the FY2014-2015 Budgets and Appropriations in an amount not to exceed $71,000,000 to the County Board for approval at the final County Board meeting of this fiscal year on November 24, 2014, second by Member Gilmour. Latreese Caldwell reviewed three changes since the last meeting, and reviewed the annual operating budget for FY2014-2015 with the committee. Discussion followed.

- Recommend Reimbursement of Employee Health Insurance Deduction Overage – Chair Purcell reviewed the Administrative Services explanation of the request for reimbursement of employee health insurance deduction overage, and Jeff Wilkins explained the total employee reimbursement amount, and the reconciliations to other funds amount. Jill Ferko said that this would have to be a separate check run in November, and that it would include IMRF. Member Gilmour made a motion to forward the reimbursement of employee health insurance deduction overage to the County Board for approval, second by Member Prochaska. With all in agreement, the motion carried.

Old Business – None
**Items for Committee of the Whole** - None

**Action Items for County Board**

- Approval of claims in an amount not to exceed $3,029,402.74 and claims for Election Judges in an amount not to exceed $47,239.50

- Approval of Resolution Establishing a General Fund Balance Reserve Policy

- Approval of Municipalities Continuing Disclosure Cooperation Initiative Questionnaire for Self-Reporting Entities Recommendation

- Approval of Reimbursement of Employee Health Insurance Deduction Overage

**Public Comment** – None

**Questions from the Media** – None

**Executive Session** – None Needed

**Adjournment** – Member Prochaska made a motion to adjourn the Budget and Finance Committee meeting, second by Member Gilmour. The meeting adjourned at 4:09 p.m.

Respectfully submitted,

Valarie A. McClain
Administrative Assistant/Recording Secretary
NOTE: The information being requested in this Questionnaire is subject to the Commission's routine uses. A list of those uses is contained in SEC Form 1662, which also contains other important information.

1. Please provide the official name of the entity that is self-reporting ("Self-Reporting Entity") pursuant to the MCDC Initiative along with contact information for the Self-Reporting Entity:

   Individual Contact Name: Jeff Wilkins
   Individual Contact Title: County Administrator
   Individual Contact telephone: 630-553-4142
   Individual Contact Fax number: 630-553-4214
   Individual Contact email address: jwilkins@co.kendall.il.us

   Full Legal Name of Self-Reporting Entity: The County of Kendall, Illinois
   Mailing Address (number and street): 111 West Fox Street
   Mailing Address (city): Yorkville
   Mailing Address (state): Illinois
   Mailing Address (zip): 60560

2. Please identify the municipal bond offering(s) (including name of Issuer and/or Obligor, date of offering and CUSIP number) with Official Statements that may contain a materially inaccurate certification on compliance regarding prior continuing disclosure obligations (for each additional offering, attach an additional sheet or separate schedule):

   State: Illinois
   Full Name of Issuing Entity: The County of Kendall, Illinois
   Full Legal Name of Obligor (if any):
   Full Name of Security Issue: See attached schedule.
   Initial Principal Amount of Bond Issuance: See attached schedule.
   Date of Offering: See attached schedule.
   Date of final Official Statement (format MMDDYYYY): See attached schedule.
   Nine Character CUSIP number of last maturity: See attached schedule.
3. Please describe the role of the Self-Reporting Entity in connection with the municipal bond offerings identified in Item 2 above (select Issuer, Obligor or Underwriter):

☑ Issuer  ☐ Obligor  ☐ Underwriter

4. Please identify the lead underwriter, municipal advisor, bond counsel, underwriter's counsel and disclosure counsel, if any, and the primary contact person at each entity, for each offering identified in Item 2 above (attach additional sheets if necessary):

Senior Managing Underwriting Firm: See attached schedule.
Primary Individual Contact at Underwriter: See attached schedule.

Primary Individual Contact at Financial Advisor: Kevin McCanna

Bond Counsel Firm: Katten Muchin Rosenman LLP
Primary Individual Contact at Bond Counsel: Lewis Greenbaum

Law Firm Serving as Underwriter’s Counsel: None
Primary Individual Contact at Underwriter’s Counsel:

Law Firm Serving as Disclosure Counsel: None
Primary Individual Contact at Disclosure Counsel:

5. Please include any facts that the Self-Reporting Entity would like to provide to assist the staff of the Division of Enforcement in understanding the circumstances that may have led to the potentially inaccurate statements (attach additional sheets if necessary):

The County engaged Speer Financial, Inc. ("Speer") as dissemination agent pursuant to that certain "Direction and Indemnification Agreement" dated December 18, 2007 (the "Dissemination Agreement") and, in accordance with such engagement, Speer has made each and every required filing of annual financial information in a timely manner on behalf of the County and has retained records thereof.

Although the County believes that it did make such filings in a timely manner, the County has not been able to locate evidence of the filings made prior to the effective date of the Dissemination Agreement and, in line with the Commission’s discussion in SEC Release No. 34-58062, has experienced difficulties in navigating the nationally recognized municipal securities information repositories to confirm such filings.
On behalf of The County of Kendall, Illinois
I hereby certify that the Self-Reporting Entity intends to consent to the applicable settlement terms under the MCDC Initiative.

By: ______________________________

Name of Duly Authorized Signer: John A. Shaw
Title: County Board Chairman
Schedule to The County of Kendall, Illinois MCDC Questionnaire

Series 2010:
Question 2.
State: Illinois

Full Legal Name of Issuing Entity: The County of Kendall, Illinois
Full Name of Security Issue: General Obligation Refunding Bonds (Alternate Revenue Source), Series 2010
Initial Principal Amount: $8,625,000
Date of Offering: September 28, 2010
Date of final Official Statement: September 13, 2010
CUSIP of last maturity: 488638DH7

Question 4:
Senior Managing Underwriting Firm: Stifel, Nicolaus & Company
Primary Individual Contact at Underwriter: Martin J. Ghafoori

Series 2011:
Question 2.
State: Illinois

Full Legal Name of Issuing Entity: The County of Kendall, Illinois
Full Name of Security Issue: General Obligation Refunding Bonds, Alternate Revenue Source Series 2011
Initial Principal Amount: $4,215,000
Date of Offering: December 8, 2011
Date of final Official Statement: November 17, 2011
CUSIP of last maturity: 488638EE3

Question 4:
Primary Individual Contact at Underwriter: Drew Kanyer
MEMO

ISSUE: Participation in the U.S. Securities and Exchange Commission’s Municipalities Continuing Disclosure Cooperation Initiative

BACKGROUND/DISCUSSION: The Municipalities Continuing Disclosure Cooperation (MCDC) Initiative is a broad-based initiative by the U.S. Securities and Exchange Commission (SEC). The intent is to address what the SEC believes is an industry problem with disclosure related to municipal bonds.

SEC rule 15c2-12 requires any issuer of municipal bonds to commit to provide continuing disclosure. The continuing disclosure includes audited financial statements, certain operating and financial data, and material events such as a bond defeasance or a credit rating change. SEC rule 15c2-12 also prohibits an underwriter from purchasing or selling municipal securities unless the issuer has committed to providing continuing disclosure and has described in the bond offering document any instances in the past five years in which the issuer has failed to comply with any previous continuing disclosure requirement.

Prior to July 1, 2009, continuing disclosure filings were made by issuers, their underwriters or other agent by sending the required information to the Nationally Recognized Municipal Securities Information Repositories (NRMSIRs). Information sent to the NRMSIRs was generally difficult to retrieve and often times not available. After July 1, 2009, continuing disclosure filings were required to be made with the Municipal Securities Rule Making Board (MSRB) Electronic Municipal Market Access (EMMA) System.

The SEC believes numerous municipal issuers and underwriters have not diligently provided required disclosures. For this reason, in March of 2014, the SEC announced its MCDC initiative. The MCDC Initiative allows issuers and underwriters to come forward with what they believe are “material” misstatements in previous bond offering documents. However, the SEC has given no guidance whatsoever on what it will consider “material.”

The SEC has said there will not be any monetary penalty if issuers voluntarily participate in the MCDC Initiative by December 1, 2014. If issuers don’t voluntarily comply and the SEC comes in later, it is believed that the punishment would be more severe.

The deadline for underwriters to report to the SEC was September 10, 2014. Robert W. Baird & Co. provided a generic letter to approximately 1,600 issuers of municipal bonds, including Kendall County, stating that Baird & Co. has chosen to voluntarily report as part of MCDC process. Baird & Co. was the underwriter of the County’s Series 2011 Bonds. Baird & Co. reported the County’s 2011 Bonds due to the FY2006 financial information not being filed on a timely basis with a disclosure repository.

In reviewing the County’s past records, it seems that the FY 2005 and FY 2006 audited financial statements were filed with Bloomberg in July of 2009, which is beyond the time period required by previous continuing disclosure agreements. The County’s previous underwriter was unable to provide additional documentation of filing FY 2005 and FY 2006 financial statements. The County does not have access to navigate the previously used NRMSIRs to confirm such filings were or were not made.

It is advised that the County participate in the MCDC initiative and ensure that it will not receive a monetary penalty for filing the FY 2005 and FY 2006 audited financial statements late. A typical settlement with the SEC would include a “cease and desist order” and requirement that the issuer enact certain policies in order to get future continuing disclosure filed on time.

The County will also emphasize to the SEC that the County has filed its FY2007 through FY2013 information timely and accurately as required. Also, in December of 2007, the County hired a third party dissemination agent (Speer Financial) to make its required continuing disclosure filings.
COUNTY OF KENDALL
RESOLUTION 2014-______

RESOLUTION ESTABLISHING A GENERAL FUND BALANCE RESERVE POLICY

WHEREAS, the Kendall County Board desires to maintain a prudent level of financial resources to fund current and future operations and capital needs as well as cash flow requirements; and

WHEREAS, it is the intention of the Kendall County Board to establish appropriate levels of unrestricted Fund Balance Reserve for the General Fund and the method to calculate the Fund Balance Reserve; and

WHEREAS, the Kendall County Board will document the procedure the County Board will follow in order to maintain the approved level of unrestricted Fund Balance Reserve.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY BOARD OF KENDALL COUNTY, AS FOLLOWS:

The Kendall County Board hereby adopts the General Fund- Fund Balance Reserve Policy, attached hereto as “Exhibit A”

Approved and adopted by the County Board of Kendall County, Illinois, this 18th day of November, 2014.

Attest:

John A. Shaw, Chairman
County Board

Debbie Gillette
County Clerk
EXHIBIT A
KENDALL COUNTY BOARD FINANCIAL POLICY
General Fund - Fund Balance Reserve Policy

Purpose

The Kendall County Board desires to maintain a prudent level of financial resources to fund current and future operations and capital needs as well as annual cash flow requirements. This policy is intended to establish the appropriate level of unrestricted Fund Balance Reserve for the General Fund and the method to calculate the Fund Balance Reserve. This policy is also intended to document the procedure the County Board will follow in order to maintain the approved level of unrestricted Fund Balance Reserve.

Appropriate Level of Unrestricted Fund Balance Reserve for General Fund

The Kendall County Board has established that the appropriate level of unrestricted Fund Balance Reserve for the General Fund (Fund Number 10) shall be sufficient to cover between six (6) months and seven (7) months of a fiscal year’s annual appropriated expenditures including expenses for operations and transfers-out of the General Fund to debt service funds, capital funds, and reserve funds.

Procedure to Maintain Appropriate Level of Unrestricted Fund Balance Reserve for General Fund

During the annual budget appropriation process between June and November, the projected ending unrestricted Fund Balance Reserve for the General Fund for the next fiscal year will be calculated using revenue and expenditure projections for the next fiscal year. If the projected unrestricted Fund Balance Reserve is not sufficient to cover six (6) months or 50% of the projected fiscal year budget appropriated expenditures including expenses for operations and transfers-out of General Fund to debt service funds, capital funds, and reserve funds, the Kendall County Board will reduce expenditures and appropriations and/or request revenue transfers-in from other funds to increase the projected unrestricted Fund Balance Reserve for the General Fund to six (6) months or 50% of appropriated expenditures.

Annually in November, a year-end report will be presented for the unrestricted Fund Balance Reserve for the General Fund. At the last County Board meeting in November, unrestricted Fund Balance Reserve exceeding seven (7) months or 58.33% of appropriated expenditures for the current fiscal year will be transferred to a capital fund designated by the County Board by a majority vote.
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Kendall County, Illinois  
Committee of the Whole

Thursday, November 13, 2014  
County Office Building, Board Room 209-210  
111 W. Fox Road, Yorkville IL  
Meeting Minutes

Call to Order
The Committee of the Whole was called to order by Chair John Shaw at 4:19 p.m., who led the group in the Pledge of Allegiance.

Roll Call

Board Members Present: Matt Prochaska – here, John Shaw – here, Amy Cesich - here, Lynn Cullick - here, Judy Gilmour – here, Elizabeth Flowers - present, Dan Koukol - here

Board Members Absent: Scott Gryder, John Purcell, Jeff Wehrli

Others Present: David Berault, Leslie Johnson, Anne Knight, Dr. Amaal Tokars, Eric Weis, Jeff Wilkins

Northern Illinois Food Bank Presentation – Brandon Pettigrew provided history on the food bank, and the operation of the Northern Illinois Food bank, and the work with local pantries. He explained they work with manufacturers, retailers, farmers, and individual public donors to organize and bring resources to the local pantries, soup kitchens, and feeding programs who distribute and work with the people in need.

Lindsey Perry Savant reviewed the various food bank programs including child nutrition, food recovery, mobile pantry, snap outreach, foods 2 encourage, holiday meal box, and senior box programs, and reviewed the specifics of the work being done in Kendall County including the Child Nutrition program that includes after school program snacks, and free and reduced meals available to school age children.

Items of Business

From the Planning, Building and Zoning Committee:

- Petition 14-25: Amendment to the Kendall County Zoning Ordinance to allow medical cannabis dispensing organizations – Vice Chair Judy Gilmour reviewed the petition, and said that this explains where the zoning is to allow these facilities in the M1 and M2 districts, the same as the cultivation centers.

From the Admin HR Committee:

- Review Pregnancy Discrimination and Accommodation revisions to the Illinois Human Rights Act effective January 1, 2015 – Judy Gilmour reviewed the proposed employee handbook revision with the committee, and said the information was provided by the State’s Attorney’s Office.
From Finance Committee:

- **Municipalities Continuing Disclosure Cooperation Initiative Questionnaire for Self-Reporting Entities Recommendation** – Vice Chair Judy Gilmour introduced Kevin McCanna from Speer Financial, Inc. who reviewed the initiative with the committee, and explained that the intent is to address what the SEC believes is an industry problem with the disclosure related to municipal bonds, and that the SEC believes numerous municipal issuers have not diligently provided required disclosures. Mr. McCanna stated that Jeff Wilkins is working with Bond Counsel to complete and file the questionnaire by December 1, 2014.

- **Establishing a Minimum General Fund Balance Policy and Maintaining a General Fund Balance Policy** – Judy Gilmour explained that the Finance Committee determined to retain the original resolution and present it to the County Board for approval on November 1, 2014.

- **Recommend FY 2014-2015 Budgets and Appropriations in an amount not to exceed $71,000,000** – Judy Gilmour explained that the Finance Committee agreed to forward this item to the County Board for approval at the November 24, 2014 meeting.

- **Recommend Reimbursement of Employee Health Insurance Deduction Overage** – Member Gilmour explained the request for reimbursement of employee health insurance deduction overage, and the total employee reimbursement amount, and the reconciliations to other funds amount. The total reimbursement amount would be $32,731.93. Member Gilmour reported that Jill Ferko said this would have to be a separate check run in November. Member Cesich asked if we needed to have the agreement with BCBSIL that they would not require repayment of the overage in writing. Mr. Wilkins didn’t feel it was necessary.

**Review Draft Board Agenda** – Mr. Shaw asked the committee to review the draft agenda and make any changes or additions.

**Public Comment** - None

**Questions from the Media** – None

**Executive Session** – None needed

**Adjournment** – Member Prochaska moved to adjourn the Committee of the Whole meeting and the motion was seconded by Member Flowers. There being no objection, the Committee of the Whole was adjourned at 5:15p.m.

Respectfully submitted,

Valarie A. McClain
Administrative Assistant/Recording Secretary
§ 3d. The expenses incurred by any community mental health board in the performance of duties imposed upon it or its members shall be a charge on the board and shall be paid out of the "Community Mental Health Fund" hereinafter established. No member shall receive payment, except expenses, for service on the board.

Credits


405 ILCS 20/3d
§ 5-25012. Board of health. Except in those cases where a board of 10 or 12 members is provided for as authorized in this Section, each county health department shall be managed by a board of health consisting of 8 members appointed by the president or chairman of the county board, with the approval of the county board, for a 3 year term, except that of the first appointees 2 shall serve for one year, 2 for 2 years, 3 for 3 years and the term of the member appointed from the county board, as provided in this Section, shall be one year and shall continue until reappointment or until a successor is appointed. Each board of health which has 8 members, may have one additional member appointed by the president or chairman of the county board, with the approval of the county board. The additional member shall first be appointed within 90 days after the effective date of this amendatory Act for a term ending July 1, 2002.

The county health department in a county having a population of 200,000 or more may, if the county board, by resolution, so provides, be managed by a board of health consisting of 12 members appointed by the president or chairman of the county board, with the approval of the county board, for a 3 year term, except that of the first appointees 3 shall serve for one year, 4 for 2 years, 4 for 3 years and the term of the member appointed from the county board, as provided in this Section, shall be one year and shall continue until reappointment or until a successor is appointed. In counties with a population of 200,000 or more which have a board of health of 8 members, the county board may, by resolution, increase the size of the board of health to 12 members, in which case the 4 members added shall be appointed, as of the next anniversary of the present appointments, 2 for terms of 3 years, one for 2 years and one for one year.

The county board in counties with a population of more than 100,000 but less than 300,000 inhabitants and contiguous to any county with a metropolitan area with more than 1,000,000 inhabitants, may establish compensation for the board of health, as remuneration for their services as members of the board of health. Monthly compensation shall not exceed $200 except in the case of the president of the board of health whose monthly compensation shall not exceed $400.

When a county board of health consisting of 8 members assumes the responsibilities of a municipal department of public health, and both the county board and the city council adopt resolutions or ordinances to that effect, the county board may, by resolution or ordinance, increase the membership of the county board of health to 10 members. The additional 2 members shall initially be appointed by the mayor of the municipality, with the approval of the city council, each such member to serve for a term of 2 years; thereafter the successors shall be appointed by the president or chairman of the county board, with the approval of the county board, for terms of 2 years.

Each multiple-county health department shall be managed by a board of health consisting of 4 members appointed from each county by the president or chairman of the county board with the approval of the county board for a 3 year term, except that of the first appointees from each county one shall serve for one year, one for 2 years, one for 3 years and the term of the member
appointed from the county board of each member county, as hereinafter provided, shall be one year and shall continue until reappointment or until a successor is appointed.

The term of office of original appointees shall begin on July 1 following their appointment, and the term of all members shall continue until their successors are appointed. All members shall serve without compensation but may be reimbursed for actual necessary expenses incurred in the performance of their duties. At least 2 members of each county board of health shall be physicians licensed in Illinois to practice medicine in all of its branches and at least one member shall be a dentist licensed in Illinois. In counties with a population under 500,000, one member shall be chosen from the county board or the board of county commissioners as the case may be. In counties with a population over 500,000, two members shall be chosen from the county board or the board of county commissioners as the case may be. At least one member from each county on each multiple-county board of health shall be a physician licensed in Illinois to practice medicine in all of its branches, one member from each county on each multiple-county board of health shall be chosen from the county board or the board of county commissioners, as the case may be, and at least one member of the board of health shall be a dentist licensed in Illinois. Whenever possible, at least one member shall have experience in the field of mental health. All members shall be chosen for their special fitness for membership on the board.

Any member may be removed for misconduct or neglect of duty by the chairman or president of the county board, with the approval of the county board, of the county which appointed him.

Vacancies shall be filled as in the case of appointment for a full term.

Notwithstanding any other provision of this Act to the contrary, a county with a population of 240,000 or more inhabitants that does not currently have a county health department may, by resolution of the county board, establish a board of health consisting of the members of such board. Such board of health shall be advised by a committee which shall consist of at least 5 members appointed by the president or chairman of the county board with the approval of the county board for terms of 3 years; except that of the first appointees at least 2 shall serve for 3 years, at least 2 shall serve for 2 years and at least one shall serve for one year. At least one member of the advisory committee shall be a physician licensed in Illinois to practice medicine in all its branches, at least one shall be a dentist licensed in Illinois, and one shall be a nurse licensed in Illinois. All members shall be chosen for their special fitness for membership on the advisory committee.

All members of a board established under this Section must be residents of the county, except that a member who is required to be a physician, dentist, or nurse may reside outside the county if no physician, dentist, or nurse, as applicable, who resides in the county is willing and able to serve.

Credits


Notes of Decisions (4)
55 Ill.C.S. 5/5-25012, IL ST CH 55 § 5/5-25012
ARTICLE I

PURPOSES, DEFINITIONS AND GENERAL PROVISIONS

1. PURPOSES & INTENT
The purposes and intent of this Ordinance are as follows:

A) To identify, designate, protect, preserve, and encourage the restoration, rehabilitation, and adaptation for continued use of those properties and structures which represent or reflect the historic, cultural, artistic, social, economic, ethnic or political heritage of the United States of America, State of Illinois, or Kendall County or which may be representative of an architectural or engineering type inherently valuable for the study of style, period, craftsmanship, method of construction or use of indigenous materials;

B) To safeguard the County's historic, aesthetic and cultural heritage as embodied and reflected in such structures and landscape features;

C) To stabilize and improve the economic vitality and value of designated landmarks and historic districts in particular and of the County in general;

D) To foster civic pride in the beauty and noble accomplishments of the past in order that both the pride and the accomplishments themselves may be passed on to future generations;

E) To protect and enhance the County's attractions for tourists and visitors as well as to support and provide stimulus to business and industry;

F) To strengthen the economy of the County;

G) To promote the use of historic districts and landmarks for the education, pleasure, and welfare of the citizens of Kendall County and;

H) To educate the general public, government officials and real estate interests about the value of historic preservation to the economy, and long-term quality of life for those who live and work in the County.

2. DEFINITIONS
For the purposes of this Ordinance, certain words, phrases, and terms shall have the following meanings:

A) Alteration: Any act or process that changes one or more historic, architectural, or physical features of an area, site, landscape, place, and/or structure, including, but not limited to, the erection, construction, reconstruction, or removal of any structure; the expansion or significant modification of agricultural activities;
surface mining; and clearing, grading or other modification of an area, site or landscape that changes its current or natural condition.

B) Architectural Significance: Embodying the distinctive characteristics of a type, period, style or method of construction or use of indigenous materials, or representing the work of an important builder, designer, architect, engineer, or craftsman who has contributed to the development of the community, County, State or Nation.

C) Archaeological Significance: Importance as an area, site, place or landscape that has yielded or is likely to yield information concerning past patterns of human settlement, or artifacts or information concerning previous cultures in Illinois or previous periods of the present culture. Areas, sites or landscapes of archaeological significance may include, but are not limited to, aboriginal mounds, forts, earthworks, burial grounds, historic or prehistoric ruins, locations of villages, mine excavations or tailing.

D) Building: Any structure designed or constructed for residential, commercial, industrial, agricultural or other use.

E) Certificate of Appropriateness: A certificate issued by a Preservation Commission indicating its approval of plans for alteration, construction, demolition, or removal affecting a nominated or designated landmark or property within a nominated or designated historic district.

F) Certificate of Economic Hardship: A certificate issued by the Preservation Commission authorizing an alteration, construction, removal or demolition even though a Certificate of Appropriateness has previously been denied or may be denied.

G) Commissioners: Members of the Preservation Commission.

H) Conservation Right: A term that includes easements, covenants, deed restrictions or any other type of less than full fee simple interest as that term is defined in Illinois Revised Statutes, Section 1 of "An Act relating to conservation rights in real property," approved September 12, 1977, as amended.

I) Construction: The act of adding an addition to a structure or the erection of a new principal or accessory structure on a lot or property.

J) Demolition: Any act or process which destroys in part or in whole a landmark or a building or structure within a historic district.

K) Demolition by Neglect: Neglect in the maintenance of any landmark and/or building or structure within a preservation district resulting in the deterioration of that building to the extent that it creates a hazardous or unsafe condition as determined by the Kendall County Building and Zoning Department or the
Kendall County Department of Health.

L) Design Criteria: Standards of appropriate activity that will preserve the historic, architectural, scenic or aesthetic character of a landmark or historic district.


O) Exterior Architectural Appearance: The architectural character and general composition of the exterior of a building or structure, including but not limited to the kind, color and texture of the building material and the type, design and character of all windows, doors, light fixtures, signs and appurtenant elements.

P) Historic Significance: Character, interest or value as part of the development, heritage, or culture of the community, County, State or Nation; or as the location of an important local, County, State or national event; or through identification with a person or persons who made important contributions to the development of the community, County, State or Nation.

Q) Landmark: A property or structure designated as a "Landmark" by ordinance of the County Board, pursuant to procedures prescribed herein, which is worthy of rehabilitation, restoration, or preservation because of its historic, scenic, or architectural significance.

R) Landscape: A natural feature or group of natural features such as, but not limited to: valleys, rivers, lakes, marshes, swamps, forests, woods, or hills; or a combination of natural features and buildings, structures, objects, cultivated fields, or orchards in a predominantly rural setting.

S) Object: Any tangible items, including any items of personal property, including, but not limited to: wagons, boats, and farm machinery that may be easily moved or removed from real estate property.

T) Owner: The person or corporation or other legal entity in whose name or names the property appears on the records of the County Recorder of Deeds.

U) Historic district: An area designated as a "historic district" by ordinance of the County Board and which may contain within definable geographic boundaries one or more landmarks and which may have within its boundaries other properties, areas, sites, landscapes or structures, while not of such historic, architectural or scenic significance to be designated as landmarks, nevertheless contribute to the overall visual characteristics of the district.
V) Removal: Any relocation of a structure, object or artifact on its site or to another site.

W) Repair: Any change that is not construction, alteration, demolition, or removal and is necessary or useful for continuing normal maintenance.

X) Scenic Significance: Importance as a result of appearance or character that remains relatively unchanged from and embodies the essential appearance related to a culture from an earlier historic or prehistoric period; or as a result of a unique location, appearance, or physical character that creates an established or familiar vista or visual feature; or as a geologic or natural feature associated with the development, heritage, or culture of the community, County, State, or Nation.

Y) Site: The traditional, documented or legendary location of an event, occurrence, action, or structure significant in the life or lives of a person, persons, group, or tribe, including but not limited to cemeteries, burial grounds, campsites, battlefields, settlements, estates, gardens, groves, river crossings, routes, trails, caves, quarries, mines, or significant trees or other plant life.

Z) Structure: Anything constructed or erected, the use of which requires permanent or temporary location on or in the ground including (but without limiting the generality of the foregoing) barns, smokehouses, advertising signs, billboards, backstops for tennis courts, bridges, fences, pergolas, gazebos, radio and television antennae, solar collectors, microwave antennae including supporting towers, roads, ruins or remnants (including foundations), swimming pools or walkways.

AA) Survey: The systematic gathering of information on the architectural, historic, scenic, and archaeological significance of buildings, sites, structures, areas, or landscapes through visual assessment in the field and historical research, for the purpose of identifying landmarks or districts worthy of preservation.

3. GENERAL PROVISIONS
The following are general provisions propounded to make more clear matters relative to scope and jurisdiction of this Ordinance.

A) No provision herein shall supersede the powers of other local legislative or regulatory bodies or relieve any property owner from complying with the requirements of any other state statute or code or ordinance of Kendall County or individual municipal ordinances or regulations, and any permit or license required thereunder shall be required in addition to any Certificate of Appropriateness or Economic Hardship which may be required hereunder; provided, however, that where a Certificate of Appropriateness or Economic Hardship is required, no such other permit or license shall be issued by any other agency under the jurisdiction of the Kendall County Board before a certificate has been issued by the
Commission as herein provided.

B) The use of property and improvements which have been designated under this Ordinance shall be governed by the Kendall County Zoning Ordinance, as amended.

G) If any particular section of this Ordinance is declared to be unconstitutional or void, only the particular section is affected, and all other sections of this Ordinance shall remain in full force and effect.

H) For purposes of remedying emergency conditions determined to be dangerous to life, health or property, the Commission may waive the procedures set forth herein and grant immediate approval for a Certificate of Appropriateness. The Commission shall state its reasons in writing for such approval.

I) No member of the Preservation Commission shall vote on any matter that may materially or apparently affect the property, income, or business interest of that member.

ARTICLE II
THE HISTORIC PRESERVATION COMMISSION

1. ORGANIZATION

A) Appointment. The Kendall County Board shall by ordinance appoint members to the Kendall County Preservation Commission from names submitted by the County Board Chair.

B) Composition. The Preservation Commission shall consist of nine (9) members. All members shall be residents of Kendall County. The County Board Chair shall nominate to the Preservation Commission at least one (1) attorney, one (1) historian or architectural historian, one (1) architect/engineer, and one (1) real estate professional knowledgeable in historic preservation; the other members shall be persons with a demonstrated interest in archaeology, Kendall County history, architecture, engineering, preservation and/or the preservation of community character. Commission vacancies shall be posted in a newspaper of general circulation within the county and on the county internet website. Included in the nine (9) voting members, the County Board may appoint one of their members or staff to serve as a voting member of the Commission and liaison to the County Board.

C) Terms. Terms of the initial members shall be staggered so that three serve for one year; three for two years; and three for three years. Successors to initial members shall serve for three year terms. All ex officio members shall serve the term of their elected or appointed office. All members shall serve until their
successors are appointed. Vacancies shall be filled by the Kendall County Board from names submitted by the County Board Chair.

D) Officers. Officers shall consist of a Chair, Vice-Chair and a Secretary elected by the Preservation Commission. The Chair shall preside over meetings. In the absence of the Chair, the Vice Chair shall perform the duties of the Chair. If both the Chair and the Vice-Chair are absent, a temporary Chair shall be elected by those present. The Chair, Vice-Chair and secretary shall serve a term of one (1) year and shall be eligible for re-election. No member shall serve as an officer in the same capacity for more than three (3) consecutive years. Once the member has served in the same capacity for three (3) years a one (1) year hiatus from that office must be followed. The Chair shall ensure that the following duties are performed:

i) That minutes are taken of each Preservation Commission meeting;

ii) That copies of the minutes, reports, and decisions of the Preservation Commission be published and distributed to the members of the Preservation Commission.

iii) The Kendall County Board Chair is advised of vacancies on the Preservation Commission and expiring terms of members; and

iv) That there be prepared and submitted to the Kendall County Board a complete record of the proceedings before the Preservation Commission on any matters requiring County Board consideration. The Kendall County Planning, Building & Zoning Department shall be the official keeper of the records.

E) Rules and Procedures. The Historic Preservation Commission shall have the authority to develop and adopt rules and procedures necessary to carry out its functions under the provisions of this Ordinance.

F) Meetings. Meetings of the Preservation Commission shall be held no less than monthly, except in those months when no business is pending, and shall be held at such times and places within the County as the Commission shall decide. Special meetings may be called by the Chair or by the consent of three (3) members. All meetings of the Commission shall be open to the public, shall follow all provisions of the Open Meetings Act and shall adhere to Robert's Rules of Order. The Commission shall keep minutes of its proceedings, showing a vote of each member upon every question, or if absent or failing to vote, and shall also keep records of its official actions. Such minutes and records shall be open to the public for inspection at offices of the Kendall County Planning, Building & Zoning Department.

G) Quorum. A quorum shall consist of five (5) members. The transaction of
business shall be made by a majority vote of those members in attendance while a quorum is present, except that the adoption, modification or rescission of any rule or part thereof shall require the affirmative vote of five (5) members.

H) Compensation. The members shall serve without compensation, but they shall be reimbursed for their expenses necessarily incurred in the performance of their duties as such and approved by the Director of the Planning, Building & Zoning Department, and if funds are available in the Historic Preservation Commission’s reserves.

I) Annual Report. The Commission shall submit an annual report of its activities to the Kendall County Board.

2. POWERS & AUTHORITIES
The Preservation Commission shall have the following powers and authority.

A) To conduct an ongoing survey of the County to identify buildings, structures, areas, sites and landscapes that are of historic, archaeological, architectural, or scenic significance, and, therefore, potential landmarks or historic districts;

B) To hold public hearings and recommend to the County Board the designation of landmarks or historic districts;

C) To compile information concerning and prepare descriptions of the landmarks and historic districts identified and recommended for designation and the characteristics that meet the standards for designation;

D) To prepare, keep current, and publish a map or maps showing the locations and exact boundaries of proposed and designated landmarks and historic districts and, if the Commission so chooses, the locations and boundaries of designated state or federal landmarks or districts;

E) To keep a register of all designated landmarks and historic districts;

F) To establish an appropriate system of markers or plaques for all designated landmarks, historic districts, and for streets, roads, trails, and highways leading from one landmark or historic district to another and to confer recognition upon the owners of landmarks or property within historic districts by means of certificates, plaques, or markers;

G) To nominate, landmarks and historic districts to any state or federal registers of historic places;

H) To advise and assist owners of landmarks and property within historic districts on physical and financial aspects of preservation, renovation, rehabilitation, and reuse, and on procedures for inclusion on any state or federal register of historic
places;

I) To inform and educate the citizens of the County concerning the historic, archaeological, architectural, or scenic heritage of the County by publishing appropriate maps, newsletters, brochures, and pamphlets, and by holding programs and seminars;

J) To hold public hearings and to review applications for construction, alteration, removal, or demolition affecting landmarks or property within historic districts and issue or deny Certificates of Appropriateness for such actions;

K) To consider applications for Certificates of Economic Hardship that would allow the performance of work for which a Certificate of Appropriateness has previously been denied;

L) To develop specific criteria and guidelines for the proper alteration, construction, demolition, or removal of landmarks, or of property within historic districts;

M) To review proposed amendments to zoning regulations and map amendments, applications for special uses or applications for zoning variations that affect any and all landmarks or historic districts. Proposed zoning amendments, applications for special use, or zoning variations that affect any landmark or historic district as defined in this ordinance or any application for demolition of any structure which is more than 50 years old shall be reviewed by support staff and forwarded to the Preservation Commission for review within seven (7) working days.

N) To administer on behalf of the County Board any property, or full or partial interest in real property, including a conservation right, by approval of the County Board;

O) To accept and administer on behalf of the County Board gifts, grants, money or other personal property as may be appropriate for the purpose of this Ordinance. Such money may be expended for publishing maps and brochures, for hiring staff or consultants or performing otherwise appropriate functions for the purpose of carrying out the duties and powers of the Preservation Commission and the purposes of this Ordinance.

P) To administer any system established by the County Board for the transfer of development rights;

Q) To call upon available County agencies and staff as well as other experts for technical advice; costs to be determined prior to activities and paid by petitioner except where included in the existing approved budget;

R) To retain specialists or consultants, or to appoint citizen, neighborhood or area
a) The potential landmarks or districts in one township or distinct geographical area of the County;

b) The potential landmarks associated with a particular person, event, or historical period;

c) The potential landmarks of a particular architectural style or school, or of a particular architect, engineer, builder, designer, or craftsman; or of a particular building material.

d) Such other criteria as may be adopted by the Preservation Commission to assure systematic survey and nomination of all potential landmarks within the County;

2. PRESERVATION PLAN
A) The Historic Preservation Commission shall, through the aforesaid surveys and research, so as to become thoroughly familiarized with buildings, structures, objects, sites, districts, areas and lands within the County which may be eligible for designation as historic landmarks or districts, prepare a "Historic Landmark and District Preservation Plan."

B) The Preservation Plan shall be presented to the Kendall County Planning, Building & Zoning Department for consideration and recommendation to the County Board for possible inclusion in the Kendall County Land Resource Management Plan as amended. From time to time, the Commission shall review the Plan and insert in the Historic Preservation Commission minutes a report of such review and take appropriate action on any amendments to the Plan deemed necessary.

3. NOMINATION OF LANDMARKS AND HISTORIC DISTRICTS
A.) Landmarks
The Preservation Commission or any person may propose landmarks for designation by the County Board by filing a nomination for any property or properties and structures located in an unincorporated area or in an incorporated area by intergovernmental agreement with the appropriate municipality within the geographical boundaries of Kendall County. Nomination forms shall be filed with the Kendall County Planning, Building & Zoning Department.

Such forms shall be provided by the Commission. Nomination forms submitted for landmarks or historic districts shall include or be accompanied by the following information:

    a) The name and address of the applicant and owner of record.
b) The legal description and Common Street address of the property.

c) A written statement describing the structure, building, or site and setting forth reasons in support of the proposed designation, including a list of significant exterior architectural features that should be protected.

d) Written documentation and evidence establishing that the applicant is the current owner of record of the nominated property and whether the owner of record consents or objects to the proposed landmark designation. Such documentation or evidence of record ownership shall include a recent title policy in the name of the applicant or other evidence of record ownership acceptable to the Historic Preservation Commission.

c) An overall site plan and photographs of the landmark. The plan shall also include a front, side, and rear elevation drawing.

f) Such other relevant information as requested by the Historic Preservation Commission.

g) The County Board reserves the right to set appropriate fees for administering this ordinance.

B.) Historic Districts

The Preservation Commission or any person may propose historic districts for designation by the County Board by filing a nomination for any property or properties and structures located in an unincorporated area or in an incorporated area by intergovernmental agreement with the appropriate municipality within the geographical boundaries of Kendall County. Nomination forms shall be filed with the Kendall County Planning, Building & Zoning Department.

Such forms shall be provided by the Commission. Nomination forms submitted for historic districts shall include or be accompanied by the following information:

a) The names and addresses of applicants.

b) The names and addresses of all of the owners of record of buildings, structures, or sites in the area nominated for designation.

c) A vicinity map delineating the boundaries of the area nominated for designation.

d) A written statement describing the area and structures, buildings, or sites
located in the area nominated for designation as an historic district and setting forth the reasons in support of the proposed designation, including a list and photographs of significant exterior architectural features of all structures, buildings, or sites in the district that should be protected.

e) Written documentation and evidence establishing that applicants are the current owners of record of property in the area nominated for designation and that such owner comprise the owners of record of at least fifty-one percent (51%) of all sites contained in the nominated area. Such documentation or evidence of record ownership shall include recent title policies in the names of the applicants or other evidence of record ownership acceptable to the Historic Preservation Commission.

f) The name, address, and telephone number of one of the applicants who shall be the designated contact person and liaison for the purposes of the application. The name, address, and telephone number of an additional applicant to serve as an alternative contact person shall also be provided.

g) Such other relevant information as requested by the Historic Preservation Commission.

h) The County Board reserves the right to set appropriate fees for administering this ordinance.

4. CRITERIA FOR DESIGNATION
A.) Landmarks
The Commission may recommend to the County Board the designation of landmarks when a thorough investigation results in a determination that the property, structure, improvement or area so recommended meets one (1) or more of the following criteria:

A) It has character, interest, or value which is part of the development, heritage, or cultural characteristics of a local community, the County, the State of Illinois or the Nation;

B) Its location is a site of a significant local, County, State, or National event;

C) It is identified with a person or persons who significantly contributed to the development of the local community, the County, the State of Illinois, or the Nation;

D) It embodies distinguishing characteristics of an architectural style valuable for the study of a period, type, method of construction, or use of indigenous materials;

E) It is identified with the work of a master builder, designer, architect, engineer, or landscape architect whose individual work has influenced the development of
the local area, Kendall County, the State of Illinois, or the Nation;

F) It embodies elements of design, detailing, materials, or craftsmanship that render it architecturally significant;

G) It embodies design elements that make it structurally or architecturally innovative;

H) It has a unique location or singular physical characteristics that make it an established or familiar visual feature;

I) It is a particularly fine or unique example of a utilitarian structure with a high level of integrity or architectural significance;

J) It is suitable for preservation or restoration;

K) It is included in the National Register of Historic Places and/or the Illinois Register of Historic Places.

L) It has yielded, or may be likely to yield, information important to pre-history, history or other areas of archaeological significance.

M) It is an exceptional example of an historic or vernacular style or type or one of few remaining in the County.

B.) Historic Districts
The Commission may recommend to the County Board the designation of Historic Districts. Historic Districts shall only be recommended for designation when a thorough investigation results in a determination that the properties, structure, improvement or area so recommended meets one (1) or more of the following criteria:

A) It has character, interest, or value which is part of the development, heritage, or cultural characteristics of a local community, the County, the State of Illinois or the Nation;

B) Its location is a site of a significant local, County, State, or National event;

C) It is identified with a person or persons who significantly contributed to the development of the local community, the County, the State of Illinois, or the Nation;

D) It embodies distinguishing characteristics of an architectural style valuable for the study of a period, type, method of construction, or use of indigenous materials;

E) It is identified with the work of a master builder, designer, architect, engineer,
or landscape architect whose individual work has influenced the development of the local area, Kendall County, the State of Illinois, or the Nation;

F) It embodies elements of design, detailing, materials, or craftsmanship that render it architecturally significant;

G) It embodies design elements that make it structurally or architecturally innovative;

H) It has a unique location or singular physical characteristics that make it an established or familiar visual feature;

I) It is a particularly fine or unique example of a utilitarian structure with a high level of integrity or architectural significance;

J) It is suitable for preservation or restoration;

K) It is included in the National Register of Historic Places and/or the Illinois Register of Historic Places.

L) It has yielded, or may be likely to yield, information important to pre-history, history or other areas of archaeological significance.

M) It is an exceptional example of a historic or vernacular style or type or one of few remaining in the County.

5. INITIAL REPORT & RECOMMENDATION OF PRESERVATION COMMISSION
The Preservation Commission shall, within thirty (30) calendar days from receipt of a completed application for designation, cause to be written an initial recommendation and report stating whether the nominated landmark, historic district does or does not meet the criteria for designation as provided for in Article III, Section 4 herein. The report shall contain the following information:

A) An explanation of the significance or lack of significance of the nominated landmark or historic district as it relates to the criteria for designation;

B) A description of the integrity or lack of integrity of the nominated landmark or historic district;

C) A map showing the location of the nominated landmark or the boundaries of the nominated historic district.

In addition, in the case of a nominated landmark found to meet the criteria for designation, the report shall include:
A) A description of the significant exterior architectural features of the nominated landmark that should be protected;

In the case of a nominated historic district found to meet the criteria for designation the report shall include:

A) A list of addresses and Permanent Index Numbers showing which properties are contributing and which are non-contributing;

B) A description of the types of significant exterior architectural features of the structures within the nominated district that should be protected;

In the case of a nominated landmark or historic district the recommendation and report shall be available to the public in the office of the County Planning, Building & Zoning Department.

6. NOTIFICATION OF NOMINATION
The Preservation Commission shall, within thirty (30) days from completion of the initial report and recommendation as described above in Article III, Section 5, cause to be scheduled a public hearing on the nomination. Notice of the date, time, place and purpose of the public hearing shall be sent by certified mail to the owner(s) of record and to the nominators at least fifteen (15) days prior to the date of the hearing. Such notice shall also be published in a newspaper having general circulation in the area surrounding the nominated property or district at least fifteen (15) days prior to the date of the hearing. All notices shall state the street, address and Permanent Index Number or legal description of a nominated landmark or the boundaries of a nominated historic district.

7. HEARING
A public hearing shall be scheduled, and notification made thereof, pursuant to Article III, Section 6, above. Oral or written testimony shall be taken at the public hearing concerning the nomination. The Preservation Commission may solicit expert testimony or present its own evidence regarding the historic, archaeological, or scenic significance of a proposed landmark or of any property within a proposed historic district relative to compliance with criteria for consideration set forth above in Section 4 of this Article. The hearing shall be closed upon completion of testimony.

8. RECOMMENDATION OF PRESERVATION COMMISSION
Within thirty (30) days following the close of the public hearing, the Commission shall make its determination upon the evidence whether the proposed landmark or historic district does or does not meet the criteria for designation. A recommendation to the County Board regarding the proposed landmark or historic district shall be passed by resolution of the Preservation Commission. This recommendation shall be accompanied by a report stating the findings of the Preservation Commission concerning the historic, archaeological, architectural or scenic significance of the proposed landmark or historic district and also include if the property owner(s) objects to the designation. The Preservation Commission shall forward copies of the resolution and report to the
applicant and the owner of the subject property or representative for petitioners of the subject area.

In the case of the property owner's (owners') objection to a landmark designation or historic district, the nomination would require the affirmative vote of a super majority of the full County Board.

9. DESIGNATION
The County Board, upon a recommendation from the Preservation Commission that the proposed landmark or historic district should be designated, shall review the report and recommendations of the Preservation Commission.

For individual landmarks or historic district applications, the County Board, after reviewing the report and recommendation, shall, within sixty (60) days from receipt of the recommendation of the Preservation Commission, take one of the following steps:

A) Designate the landmark or historic district by ordinance; or
   (In the case of the property owner(s) objection to a landmark designation or historic district, the nomination would require the affirmative vote of a super majority of the full County Board.)

B) Refer the report and recommendation back to the Preservation Commission with suggestions for revisions, stating its reason for such action.

C) Reject the nomination application.

Upon return of the report and recommendation to the Commission, the Commission shall review and prepare new findings within forty-five (45) days of the County Board's original decision. The County Board shall designate or not designate the landmark at the next regularly scheduled County Board meeting.

10. RESUBMISSION OF APPLICATION
Resubmission of any application for landmark or historic district designation may be made no sooner than ninety (90) days after County Board action on the nomination. Not more than one re-submission may be made within a twelve (12) month period.

11. NOTICE OF DESIGNATION
Notice of the action of the County Board, including a copy of the ordinance designating the landmark, historic district shall be sent by regular mail to all owners of record, including but not limited to each owner of record of a landmark or property within a historic district. Further, as soon as is reasonably possible, the County Board Chair shall cause to be notified the Kendall County Planning, Building & Zoning Department, the Recorder of Deeds, the County Clerk, and the Kendall County Collector by forwarding to each a copy of the designation ordinance. The Recorder of Deeds shall ensure that the designation be recorded on all directly affected parcels.
12. PUBLICATION OF MAP
A map showing the location of all designated landmarks and historic districts shall be published and amended upon each designation. Copies of the map shall be available to the public at the Kendall County Planning, Building & Zoning office, the same location and in the same manner as any County zoning map.

13. APPEALS
Adoption of an ordinance designating a landmark or historic district by the Kendall County Board shall be a final action reviewable under Section 3-101 of the Illinois Administrative Review Law.

14. INTERIM CODE
No building, zoning, site development, access, utility or other permit shall be issued by the Planning, Building & Zoning Department, the Highway Department or other County department without a Certificate of Appropriateness being issued in accordance with Article IV Section 2 for alteration, construction, demolition, or removal of a nominated landmark or the alteration of any physical feature of a property or structure within a nominated historic district from the date the nomination form is received by the County office until the final disposition of the nomination by the County Board unless such alteration, removal, or demolition is necessary for public health, welfare, or safety.

15. MARKING BY ATTACHMENT OF A PLAQUE
Each designated landmark or historic district may be marked by an appropriate plaque carrying a brief description and account of the historic significance of the property. The plaque shall be provided by the County at the expense of the property owner.

16. AMENDMENT & RESCISSION OF DESIGNATION
The County Board, upon recommendation of the Preservation Commission, may amend or rescind designation by the same procedure and according to the same standards and considerations set forth for designation. No amendment or rescission shall be made to a designation of a landmark or historic district based solely on a change in owner’s consent.

17. TRANSFER OF JURISDICTIONAL CONTROL
Should a designated landmark or historic district be incorporated into a municipality with a preservation ordinance, that municipality’s preservation ordinance shall govern. If a municipality annexes a designated landmark or historic district and does not have a preservation ordinance, the County’s preservation ordinance will continue to govern.

ARTICLE IV
ALTERATION, CONSTRUCTION, DEMOLITION, AND MAINTENANCE

1. SCOPE
Work on property and improvements so designated pursuant to this ordinance shall be regulated as follows:
A) **Landmarks**: No significant alterations, exterior construction or exterior demolition or interior alteration which may affect the exterior appearance may be performed on property and structures which have been designated under this ordinance as landmarks, except as shall be approved by a Certificate of Appropriateness.

B) **Historic districts**: No significant alterations, exterior construction or exterior demolition or interior alteration which may affect the exterior appearance may be performed on property and structures located within an area which is designated under this ordinance as a historic district, except as shall be approved by a Certificate of Appropriateness.

2. **CERTIFICATE OF APPROPRIATENESS**

A) A Certificate of Appropriateness from the Preservation Commission established pursuant to this Ordinance shall be required before any significant alteration, construction, demolition or removal that affects pending or designated landmarks or historic districts is undertaken. Such a certificate is required for all such actions from the date a nomination form is submitted to the Preservation Commission.

B) **Applications for Certificates of Appropriateness.**

i) Every application submitted to the Kendall County Planning, Building & Zoning Department for a permit wherein the applicant represents and/or delineates plans to commence any action as immediately described above in subsection (A) affecting any such property, improvements or areas therein described, shall be forwarded by the Director of Planning, Building and Zoning to a representative or representatives of the Preservation Commission, within five (5) business days following the receipt of said application by the Planning, Building & Zoning Department.

The Planning, Building & Zoning Department shall not issue the building or demolition permit until a Certificate of Appropriateness has been issued by the Preservation Commission. Any applicant may request a meeting with the Preservation Commission before the application is sent by the Director of Planning, Building and Zoning to the Preservation Commission or during the review of the application.

ii) Application for review of construction, alteration, demolition, or removal not requiring a building permit for which a Certificate of Appropriateness is required shall be made on a form prepared by the Preservation Commission and available at the office of Kendall County Planning, Building & Zoning Department. The Preservation Commission may schedule, provide notice and conduct a public hearing concerning the
application in the manner previously described in Article III, Section 6 and 7.

iii) If a public hearing is not scheduled, the Commission may consider the completed application at its next regular meeting and may grant a Certificate of Appropriateness at that time. The Commission may further designate support staff to be responsible for reviewing routine applications for Certificates of Appropriateness when the proposed work is clearly appropriate and in accordance with the criteria set forth in Article IV, Sections 2(c) and (d) below, and the purposes of this Ordinance.

iv) The Commission may seek technical advice from outside its members on any application for a Certificate of Appropriateness. The applicant and each commissioner shall receive a copy of the consultant's written opinion at least seven (7) days before a determination is to be made on the application. The costs for this technical advice will be paid by petitioner unless included as part of the annual approved budget for the Commission.

v) The Commission shall act promptly and in a reasonable manner in its judgment of plans for new construction or for alteration, removal, or demolition of structures in historic districts that have little historic value, except where such construction, alteration, removal, or demolition would seriously impair the historic or architectural value of surrounding structures or the surrounding area.

C) Design Guidelines. The Commission shall consider the following factors in reviewing applications for Certificates of Appropriateness:

i) Height: The height of any proposed alteration or construction should be compatible with the style and character of the landmark and with surrounding structures in a historic district.

ii) Proportions of Windows and Doors: The proportions and relationships between doors and windows should be compatible with the architectural style and character of the landmark and with surrounding structures within a historic district.

iii) Relationship of Building Masses and Spaces: The relationship of a structure within a historic district to open space between it and adjoining structures should be compatible or similar to relationships commonly found between similar structures in the district.

iv) Roof Shape: The design of the roof should be compatible with the architectural style and character of the landmark and surrounding structures which are similar in design in a historic district.
v) **Landscaping:** Landscaping should be compatible with the architectural character and appearance of the landmark and of surrounding structures and landscapes in historic districts.

vi) **Scale:** The scale of the structure after alteration, construction, or partial demolition should be compatible with its architectural style and character and with surrounding structures in a historic district.

vii) **Directional Expression:** Facades in historic districts should blend with other structures with regard to directional expression. Structures in a historic district should be compatible with the dominant horizontal or vertical expression of surrounding structures or of its stylistic design. The directional expression of a landmark after any alteration, construction, or partial demolition should be compatible with its original architectural style and character.

viii) **Architectural Details:** Architectural details, including materials and textures, should be treated so as to make a landmark compatible with its original architectural style or character.

D) **Standards for Review.** The Commission, in considering the appropriateness of any alteration, demolition, new construction, or removal to any property or structures designated or pending designation as a landmark, or any area designated or pending designation as a historic district, shall be guided by the following general standards and any design guidelines in the ordinance designating the landmark or historic district as well as conformance to applicable zoning classification, height, and area limitation:

i) Every reasonable effort shall be made to provide a compatible use for a property that requires minimal alteration of the building, structure, or site and its environment, or to use a property for its originally intended purpose.

ii) The distinguishing original qualities or character of a building, structure, site, and its environment shall not be destroyed. The removal or alteration of any historic material or distinctive architectural feature should be avoided whenever possible.

iii) All buildings, structures, and sites shall be recognized as products of their time. Alterations that have no historical basis or that seek to create an earlier/later appearance shall be discouraged.

iv) Changes that may have taken place in the course of time are evidence of the history and development of a building, structure, or site and its environment. These changes may have acquired significance in their own right, and this significance shall be recognized and respected.
v) Distinctive stylistic features or examples of skilled craftsmanship that characterize a building, structure, or site shall be treated with sensitivity.

vi) Deteriorated architectural features shall be repaired rather than replaced, wherever possible. In the event replacement is necessary, the new material should match the material being replaced in composition, design, color, texture, and other visual qualities. Repair or replacement of missing architectural features should be based on accurate duplication of features substantiated by historic, physical, or pictorial evidence, rather than on conjectural designs or the availability of different architectural elements from other buildings or structures.

vii) The surface cleaning of structures shall be undertaken with the utmost care and consideration. Sandblasting and other cleaning methods that will damage the historic building materials shall not be undertaken.

viii) Every reasonable effort shall be made to protect and preserve archaeological resources affected by or adjacent to any project.

ix) Contemporary design for alterations and additions to existing properties shall not be discouraged when such alterations and additions do not destroy significant historical, architectural, or cultural material, and such design is compatible with the size, scale, color, material, and character of the property, neighborhood, or environment.

x) Wherever possible, new additions or alterations to structures should be done in such a manner that if such additions or alterations were to be removed in the future, the essential form and integrity of the structure would not be impaired.

E) Determination by Preservation Commission. Within fifteen (15) business days after support staff review, or from the date of the regular meeting, or from the close of a public hearing concerning an application for a Certificate of Appropriateness, or within such further time as the applicant for said certificate (and/or permit) approves in writing, the Commission shall determine whether:

i) The proposed construction, alteration, demolition, removal or other modification will be appropriate to the preservation of the particular landmark or historic district and a Certificate of Appropriateness may be issued; or

ii) Such proposed modification is inappropriate to the preservation of the particular landmark or historic district and a Certificate of Appropriateness may be denied.
Written notice of the approval or denial of the application for a Certificate of Appropriateness shall be provided to the applicant, sent by certified mail with return receipt requested, and to the Kendall County Planning, Building & Zoning Department within seven (7) days (Saturdays, Sundays, and legal holidays excluded) following the determination and shall be accompanied by a Certificate of Appropriateness in the case of an approval.

F) Denial of Certificate of Appropriateness. A denial of a Certificate of Appropriateness shall be accompanied by a statement of the reasons for the denial. The Preservation Commission shall make recommendations to the applicant concerning changes, if any, in the proposed action that would cause the Preservation Commission to reconsider its denial and shall confer with the applicant and attempt to resolve as quickly as possible the difference(s) between the applicant and the Commission. The applicant may resubmit an amended application or reapply for a building or demolition permit that takes into consideration the recommendations of the Preservation Commission.

G) Decision Binding on Planning, Building & Zoning Department. The Director of the Kendall County Planning, Building & Zoning Department shall be bound by the determination of the Commission and approve, if in conformance with other provisions of the Building Code, or disapprove any application for the proposed construction, alteration, removal of an exterior architectural feature, or demolition of any building or structure in a historic district or any landmark in accordance with said determination.

H) Failure of Commission to Review Application in a Timely Manner. Failure of the Commission to act upon an application for Certificate of Appropriateness within ninety (90) days shall constitute approval and no other evidence shall be needed. This time limit may be waived only by mutual consent of the applicant and the Commission.

I) Demolitions. Pursuant to Article IV, Sections 2(c) and (d) above, the Preservation Commission may deny any application for a Certificate of Appropriateness where demolition is proposed upon a finding that such proposed action will adversely affect the historic, archeological, architectural, or scenic significance of a landmark or historic district. Upon receipt of an application for a Certificate of Appropriateness for demolition, the Preservation Commission shall as soon as possible make a determination, supported by written findings, whether one or more of the following criteria are met:

i) The structure or visual resource is of such interest or quality that it would reasonably meet national, state or local criteria for designation as an historic or architectural landmark.

ii) The structure or visual resource is of such unusual or uncommon design, texture or materials that it could not be reproduced, or could be
iii) Retention of the structure or visual resource would aid substantially in preserving and protecting another structure or visual resource which meets criteria (i) or (ii) hereinabove.

Where the Preservation Commission determines that one or more of these criteria are met, no Certificate of Appropriateness shall be issued and the application shall be denied.

If a demolition permit is issued, the Preservation Commission shall require the applicant to submit for review and consideration post-demolition plans which shall include drawings and sketches with sufficient detail to show, as far as they relate to exterior appearance, the architectural design of any and all improvements incorporated in such plans.

J)) Compliance with Certificate. A Certificate of Appropriateness will become void if:

i) If there is any change in the scope of work pursuant to the approved application subsequent to the issuance of the Certificate; or

ii) If twelve (12) months have elapsed after issuance of the Certificate and no building permit has been issued.

K) Appeals. A denial of a Certificate of Appropriateness is an administrative decision as defined in Section 3-101 of the Illinois Administrative Review Law, and it shall be subject to judicial review pursuant to provisions of said Administrative Review Law and all amendments and modifications thereof, and the rules adopted thereto.

3. ECONOMIC HARDSHIP

A) The Preservation Commission may issue a Certificate of Economic Hardship upon determination that the failure to issue a Certificate of Appropriateness has denied, or will deny the owner of a landmark or of a property within a historic district all reasonable use of, or return on, the property. Application for a Certificate of Economic Hardship shall be made on a form and in the manner as prescribed by the Preservation Commission. The Preservation Commission may schedule a public hearing concerning the application and provide notice in the same manner as prescribed in Article III, Section 6, of this Ordinance and conduct the hearing in the same manner as prescribed in Article III, Section 7, of this Ordinance.

B) The Preservation Commission may solicit expert testimony and the applicant for a Certificate of Economic Hardship shall submit all of the following information in order to assist the Preservation Commission in its determination on
the application:

i) An estimate of the cost of the proposed construction, alteration, demolition, or removal, and an estimate of any additional cost that would be incurred to comply with the recommendations of the Preservation Commission for changes necessary for the issuance of a Certificate of Appropriateness;

ii) A report from a licensed engineer or architect with experience in rehabilitation as to the structural soundness of any structures on the property and their suitability for rehabilitation;

iii) Estimated market value of the property in its current condition; after completion of the proposed construction, alteration, demolition, or removal; after any changes recommended by the Preservation Commission; and, in the case of a proposed demolition, after renovation of the existing property for continued use;

iv) In the case of a proposed demolition, an estimate from a person or entity experienced in rehabilitation as to the economic feasibility of rehabilitation or reuse of the existing structure on the property;

v) Amount paid for the property, the date of purchase, and the party from whom purchased, including a description of the relationship, of any, between the owner of record or applicant and the person from whom the property was purchased, and any terms of financing between the seller and buyer;

vi) If the property is income-producing, the annual gross income from the property for the previous two (2) years; itemized operating and maintenance expenses for the previous two (2) years; and depreciation deduction and annual cash flow before and after debt service, if any, during the same period;

vii) Remaining balance on any mortgage or other financing secured by the property and annual debt service, if any, for the previous two (2) years;

viii) Any listing of the property for sale or rent, price asked and offers received, if any, within the previous two (2) years;

ix) Assessed value of the property according to the two (2) most recent assessments;

x) Real estate taxes for the previous two (2) years;

xi) Form of ownership or operation of the property, whether sole
proprietorship, for profit or not-for-profit corporation, limited partnership, 
joint venture, or other.

xii) Any other information, including the income tax bracket of the owner, 
applicant, or principal investors in the property considered necessary by 
the Preservation Commission to make a determination as to whether the 
property does yield or may yield a reasonable return to the owners.

C) Determination of Economic Hardship. Within sixty (60) days from receiving a 
request for a Certificate of Economic Hardship, the Commission, upon a 
determination that the denial of a Certificate of Appropriateness has denied, or 
will deny the owner of a landmark or of a property within a historic district all 
reasonable use of or return on the property, may undertake one of the following 
actions:

i) Offer the owner of the property reasonable financing, tax or other 
incentives sufficient to allow a reasonable use of, or return on, the 
property; or

ii) Offer to purchase the property at a reasonable price or institute eminent 
domain proceedings pursuant to Article VII of the Illinois Code of Civil 
Procedure; or

iii) Issue a Certificate of Appropriateness for the proposed construction, 
alteration, demolition or removal.

Written notice of the determination shall be provided in the same manner as 
required by Article IV, Section 2(e) of this Ordinance. This time limit may be 
waived only by mutual consent of the applicant and the Commission.

D) Appeals. A denial of a Certificate of Economic Hardship is an administrative 
decision as defined in Section 3-101 of the Illinois Administrative Review Law, 
and it shall be subject to judicial review pursuant to provisions of said law and all 
amendments and modifications thereof, and the rules adopted thereto.

4. MAINTENANCE OF HISTORIC PROPERTIES
Nothing in this Article shall be construed to prevent the ordinary maintenance of any 
exterior elements of a property or structures designated or nominated as a landmark or 
located within a designated or nominated historic district.

5. PUBLIC SAFETY EXCLUSION
None of the provisions of this ordinance shall be construed to prevent any measures of 
construction, alteration, or demolition necessary to correct or abate the unsafe or 
dangerous condition of any structure, other feature or part thereof, where such condition 
has been declared unsafe or dangerous by the Director, Kendall County Planning, 
Building & Zoning Department, the Kendall County Health Department or any Fire
Protection District and where the proposed measures have been declared necessary, by such department or departments to correct the said condition; provided, however, that only such work as is reasonably necessary to correct the unsafe or dangerous condition may be performed pursuant to this Section.

In the event any structure or other feature shall be damaged by fire or other calamity, or by Act of Nature or by the public enemy, to such an extent that, in the opinion of the aforesaid department or departments, it cannot reasonably be repaired and restored, it may be removed in conformity with normal permit procedures and applicable laws.

6. DEMOLITION BY NEGLECT

It is the intent of this section to preserve from deliberate or inadvertent neglect the features of landmarks and contributing buildings and structures within designated historic districts.

Periodically, the Commission shall, in conjunction with its ongoing survey operations, survey the exterior of each designated landmark and each property within a historic district to ensure that the property is not suffering from demolition by neglect, as defined in the ordinance. The Commission’s Secretary shall document the performance of each annual neglect survey.

Any owner who fails to maintain their building or structure in compliance with this section shall be subject to remedial procedures. Upon a finding by the Commission that a historic landmark or a contributing building or structure within a historic district is threatened by demolition by neglect, the Commission shall:

(a) Notify the County Board so that they or the appropriate county agency will require the owner to repair all conditions contributing to demolition by neglect.

(b) If the owner does not make repairs within a reasonable period of time the County Board or their agents may make such repairs as are necessary to prevent demolition by neglect. The costs of such work shall be charged to the owner, and may be levied as a special assessment or lien against the property.

ARTICLE V
ENFORCEMENT, PENALTIES AND EQUITABLE RELIEF

1. ENFORCEMENT

The Kendall County Planning, Building & Zoning Department shall give written notification, sent by certified mail, return receipt, postage prepaid requested, of any violation of this Ordinance to the owner of record, lessor, the trustee, or other legally responsible party for such property, stating in such notification that they have inspected the property and have found it in violation of this Ordinance. They shall state in the notification, in clear precise terms, a description or explanation of the violation. The property owner of record, trustee, lessor, or legally responsible party shall have thirty (30) days from the date he receives the notice in which to correct such violation or to give satisfactory evidence that he has taken steps that will lead to correcting such violation within a stated period of time, which time must be agreeable to the Planning, Building &
Zoning Department as being fair and reasonable.

Upon petition of the Preservation Commission, the Circuit Court for Kendall County may restrain and/or enjoin any construction, removal, alteration, or demolition in violation of this Act and may order the removal in whole or part of any exterior architectural feature existing in violation of this Ordinance and may further order such reconstruction as may be necessary or desirable to redress any alteration or demolition in said violation.

2. PENALTIES
Any person, firm, or corporation who violates, disobeys, omits, neglects, or refuses to comply with, or who resists enforcement of any provisions of this Ordinance, shall be subject to a fine of not less than twenty-five dollars ($25.00) nor more than five hundred dollars ($500.00) for each offense. Each day a violation is permitted to exist after notification thereof shall constitute a separate offense.

In the case of an unauthorized demolition of a landmark or any property within a designated preservation district, the Kendall County Building and Zoning Department will refuse to issue a building permit for the subject property for a period of five (5) years after the date of demolition.

The owner or tenant of any building, structure, or land, and any architect, planner, surveyor, engineer, realtor, attorney, builder, contractor, agent, or other person who commits, participates in, assists in, or maintains such violation may be found guilty of a separate offense and suffer the penalties herein provided.

Nothing herein contained shall prevent the County from taking such other lawful action as is necessary to prevent or remedy any violation.

3. EQUITABLE RELIEF
In addition to other remedies provided by law, Kendall County may institute any appropriate action or proceeding to prevent, restrain, abate or correct a violation of this Ordinance, including, but not limited to, requiring the restoration of property and improvements to its appearance prior to the violation.