1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Determination of a Quorum
5. Approval of Minutes
6. Approval of Agenda
7. Correspondence and Communications – County Clerk
8. Citizens to be Heard
9. Old Business
   A. Kendall County Fairgrounds Liquor License
   B. Approve KenCom Intergovernmental agreement
   C. KenCom build out and lease
   D. Approve KenCom collective bargaining agreement
   E. Referendum for Ken Com Emergency 9-1-1 Surcharge
10. New Business
    A. Set Special Fiscal Year End County Board Meeting for 6pm, Monday, November 28
11. Standing Committee Reports
    A. Administration
       1. Approve group dental plan carrier
       2. Approve Drug and Alcohol Policy
    B. Judicial/Legislative
    C. Animal Control
    D. Public Safety
    E. Economic Development
       1. Subordination agreement for Meketi dba “Brenda’s Custard”
    F. Finance
       1. Approval of Claims
       2. Re-Financing of Series 2002 B
          a. 2011 Escrow Deposit Agreement
          b. Ordinance Authorizing the Issuance of Not to Exceed $4,750,000 General Obligation Refunding Bonds, Alternate Revenue Source Series 2011
          c. Suspend education reimbursement program
    G. Health and Environment
    H. Approval of Standing Committee Minutes
12. Special Committee and Other Liaison Reports
13. Chairman’s Report
    A. Announcements & Appointments
14. Executive Session - Exception per 5 ILCS 120/2 (c) 2 – collective negotiating matters
15. Citizens to be Heard
16. Questions from the Press
17. Adjournment
## Kendall County Calendar
### 2nd Draft
To access agendas go to: www.co.kendall.il.us

### November 2011

<table>
<thead>
<tr>
<th>Sunday</th>
<th>Monday</th>
<th>Tuesday</th>
<th>Wednesday</th>
<th>Thursday</th>
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<tr>
<td>Oct 30</td>
<td>31</td>
<td>Nov 1</td>
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<tr>
<td>VIEW POSTED AGENDA</td>
<td>6:00pm County Board (Board room)</td>
<td>10:00am Forest Preserve - Ellis ad hoc</td>
<td>9:30am Finance Cmt (Board room)</td>
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<td>6:00pm Forest Preserve (Board Room)</td>
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<td>7:00pm Veterans Ast C (Boardroom)</td>
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<td>13 - 19</td>
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<td>27 - Dec 3</td>
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- **November 2011**
  - 5:30pm Forest Preserve
  - 6:30pm County Board

- **December 2011**
  - 5:30pm Forest Preserve
  - 6:30pm County Board
STATE OF ILLINOIS  )  
COUNTY OF KENDALL  ) SS

The Kendall County Board Meeting was held at the Kendall County Office Building, Room 209, in the City of Yorkville on Tuesday, October 4, 2011 at 6:00 p.m. The Clerk called the roll. Members present: Chairman John Purcell, Bob Davidson, Jessie Hafenrichter, Nancy Martin, John Shaw, Anne Vickery, and Jeff Wehrli. Absent and excused were Elizabeth Flowers Suzanne Petrella. Dan Koukol arrived late.

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

MINUTES

Member Martin moved to approve the submitted minutes from the regular County Board Meeting of September 06, 2011. Member Hafenrichter seconded the motion. Chairman Purcell asked for a voice vote on the motion. All members present voting aye. Motion carried.

THE AGENDA

Member Vickery moved to approve the agenda as submitted. Member Hafenrichter seconded the motion. Chairman Purcell asked for a voice vote on the motion. All members present voting aye. Motion carried.

Chairman Purcell expressed condolences on behalf of the County Board to Member Elizabeth Flowers and her family due to the loss of her sister.

CITIZENS TO BE HEARD

Jerry Bannister of 110D Riverwood, Oswego, asked the Board to allow the office of Clerk and Recorder to be split without putting the question on the 2012 ballot. He also took issue with how state mandated redactions have been handled by the current Clerk and Recorder.

OLD BUSINESS

Approve Hire of Animal Control Warden

Chairman Purcell cited a letter from Gary D. Schlapp, D.V.M. recommending Anna Payton for the position of Kendall County Animal Control Warden. Member Vickery moved to approve the hiring of Anna Payton per Dr Schlapp’s recommendation. Member Martin seconded the motion. Chairman Purcell asked for a roll call vote on the motion. All members present voting aye. Motion carried. Member Koukol was not present.

Referendum to Eliminate Office of KC Auditor

Member Martin moved to remove from the table referendum language to eliminate the office of Kendall County Auditor. Member Hafenrichter seconded the motion. The Chair asked for a voice vote with all members present voting aye. Motion carried. Member Koukol was not present. The Chair noted that the position did not currently exist but would be created by the census results unless the voters chose to eliminate it. The Chair and majority of the Board agreed that the people should have the opportunity to make this decision. It was noted that if the position of auditor was retained, State of Illinois law still requires an audit of all County offices and departments be done by an outside agency. Following discussion, and the arrival of Member Koukol, Member Martin moved to approve the Resolution placing the question “Shall the elected Office of Kendall County Auditor be eliminated effective December 1, 2012?” on the ballot at the general primary election of March 20, 2012. Member Hafenrichter seconded the motion.

RESOLUTION 11-24

WHEREAS, figures from the 2010 Federal census show that the population of Kendall County is in excess of 75,000 and,

WHEREAS, pursuant to 55 ILCS 5/3-1001 in counties having a population between 75,000 and 3,000,000 there is created the office of county auditor and,

WHEREAS, pursuant to the Illinois Constitution Article VII, Section 4(c) the office of county auditor may be eliminated by county-wide referendum and,

WHEREAS, Section 28-7 of the Election Code provides that the Kendall County Board may submit a public question authorized by Article VII of the Illinois Constitution by resolution requesting submission of the proposal to the voters of the County.

CO.BRD 03/20/07 - 1 -
NOW, THEREFORE BE IT RESOLVED that the following question be submitted to the voters of Kendall County:

Shall the elected Office of Kendall County Auditor be eliminated effective December 1, 2012?

BE IT FURTHER RESOLVED that the aforesaid question shall be submitted to a referendum of the voters of Kendall County at the general primary election to be held on March 20, 2012.

BE IT FURTHER RESOLVED that the Kendall County Clerk is hereby directed to give notice that the aforesaid question is to be voted on at said election at the same time and in the same manner as notice of said election, and to prepare ballots for use there at as provided in The Election Code, Section 16-7 and to conduct said referendum as provided by law.

PASSED AT YORKEVILLE, ILLINOIS, THIS 4th DAY OF OCTOBER, 2011.

John Purcell, Chairman
Kendall County Board

Debbie Gillette
Kendall County Clerk

Chairman Purcell asked for a roll call vote on the motion. All members present voting aye with the exception of Member Koukol who voted present. Motion carried.

Referendum to Eliminate Office of KC Recorder

Member Martin moved to remove from the table referendum language to eliminate the office of Kendall County Recorder. Member Hafenrichter seconded the motion. The Chair asked for a voice vote with all members present voting aye. Motion carried. The Chair indicated the position of Recorder has been handled by the combined office of Clerk and Recorder. The Chair noted that the position did not currently exist but would be created by the census results unless the voters chose to eliminate it. Commenting on further financial detail for the creation of the offices, it was noted that it is difficult to be too specific due to the latitude the individual would have in determining what they believe would be necessary for the operation of their office once they are elected. The majority of the Board agreed the voters should decide. The County Board will now have the opportunity to educate, but not advocate, on these public questions. Member Martin moved to approve the amended Resolution placing the question “Shall the Office of Recorder of Kendall County be eliminated and the functions and duties of that office continue to be performed by the Kendall County Clerk?” on the ballot at the general primary election of March 20, 2012. Member Hafenrichter seconded the motion.

RESOLUTION 11-25

WHEREAS, figures from the 2010 Federal census show that the population of Kendall County is in excess of 60,000 and,

WHEREAS, pursuant to 55 ILCS 5/3-5001 in counties having a population of less than 50,000 the county clerk shall serve as recorder and in counties having a population greater than 60,000 a recorder shall be elected and,

WHEREAS, pursuant to the above cited statute, to date the Kendall County Clerk has performed the duties and functions of the office of recorder and,

WHEREAS, should the below question be answered in the affirmative by the voters of Kendall County, the Kendall County Clerk would continue to perform the duties and function of the office of recorder and,

WHEREAS, pursuant to the Illinois Constitution Article VII, Section 4(c) the office of recorder may be eliminated by county-wide referendum and,

WHEREAS, Section 28-7 of the Election Code provides that the Kendall County Board may submit a public question authorized by Article VII of the Illinois Constitution by resolution requesting submission of the proposal to the voters of the County.

NOW, THEREFORE BE IT RESOLVED that the following question be submitted to the voters of Kendall County:

Shall the Office of Recorder of Kendall County be eliminated effective December 1, 2012 and the functions and duties of that office continue to be performed by the Kendall County Clerk?

BE IT FURTHER RESOLVED that the aforesaid question shall be submitted to a referendum of the voters of Kendall County at the general primary election to be held on March 20, 2012.
BE IT FURTHER RESOLVED that the Kendall County Clerk is hereby directed to give notice that the aforesaid question is to be voted on at said election at the same time and in the same manner as notice of said election, and to prepare ballots for use there at as provided in The Election Code, Section 16-7 and to conduct said referendum as provided by law.

PASSED AT YORKVILLE, ILLINOIS, THIS 4TH DAY OF OCTOBER, 2011.

John Purcell, Chairman
Kendall County Board

Debbie Gillette
Kendall County Clerk

Chairman Purcell asked for a roll call vote on the motion. All members present voting aye with the exception of Member Koukol who voted no. Motion carried on a 7 to 1 vote.

Directed Sale of Excess Land by IDOT to Kendall County

Member Wehrli moved to remove from the table land acquisition, directed sale of excess land by IDOT to Kendall County along former Jefferson Street. Member Davidson seconded the motion. The Chair asked for a voice vote with all members present voting aye. Motion carried. State's Attorney Eric Wells provided information regarding the process of the sale and the paperwork. Member Martin moved to approve the Resolution Authorizing the Purchase of Less than One Acre of Land on Jefferson Street, Yorkville, Kendall County, Illinois from Illinois Department of Transportation, State of Illinois, in an amount up to $4,400.00. Member Hafenrichter seconded the motion.

KENDALL COUNTY
Resolution No. 11-26

A Resolution Authorizing the Purchase of Less than One Acre of Land on Jefferson Street, Yorkville, Kendall County, Illinois from Illinois Department of Transportation, State of Illinois

WHEREAS, the County of Kendall (the "County") is unit of local government formed under the laws of the State of Illinois; and

WHEREAS, under and by virtue of 55 ILCS 5/5-1083 and other applicable provisions of the Counties Code, the County may purchase real estate for a public purpose within the County of Kendall, State of Illinois; and

WHEREAS, the County desires to purchase less than 1 acre of property ("Property"), on Jefferson Street, Yorkville, Kendall County, Illinois from the Illinois Department of Transportation, State of Illinois ("Owner") by Direct Public Sale of Excess Land, which said Property is legally described as:

PART OF VACATED JEFFERSON STREET LYING BETWEEN VACATED RIDGE STREET AND MADISON STREET DESCRIBED AS FOLLOWS WITH BEARING BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, NAD 1863 (EAST ZONE) BEGINNING AT THE NORTHWEST CORNER OF LOT 8 IN BLOCK 18 IN THE ORIGINAL TOWN OF YORKVILLE; THENCE SOUTH 5 DEGREES 55 MINUTES 21 SECONDS 60.962 METERS (200.00 FEET) ALONG THE SOUTH LINE OF VACATED JEFFERSON STREET, THENCE SOUTH 4 DEGREES 09 MINUTES 32 SECONDS WEST 15.356 METERS (50.38 FEET) ALONG SAID SOUTH LINE OF JEFFERSON STREET; THENCE NORTH 55 DEGREES 22 MINUTES 11 SECONDS WEST 10.964 METERS (35.97 FEET) TO THE INTERSECTION OF THE CENTERLINES OF RIDGE STREET AND JEFFERSON STREET; THENCE NORTH 5 DEGREES 55 MINUTES 21 SECONDS EAST 71.020 METERS (233.00 FEET) ALONG SAID CENTERLINE OF JEFFERSON STREET TO A POINT ON THE NORTH LINE OF BLOCK 18 EXTENDED WESTERLY; THENCE SOUTH 84 DEGREES 13 MINUTES 43 SECONDS EAST 9.144 METERS (30.00 FEET) TO THE POINT OF BEGINNING, CONTAINING 2218 SQUARE FEET, MORE OR LESS, SITUATED IN THE UNITED CITY OF YORKVILLE, STATE OF ILLINOIS.; and.

WHEREAS, the method of sale of the property requires legislative action from the Illinois General Assembly; and

WHEREAS, the purchase of the Property described above is necessary for future construction of parking facilities for county buildings, a public purpose in Kendall County, Illinois; and

WHEREAS, the County and the Owner have agreed to the appraised price of $4,400.00, for the Property described above which includes the purchase price and fees; and
WHEREAS, a copy of plat of the Property is attached as Exhibit A and is hereby incorporated by reference; and

WHEREAS, the sale of the Property to anyone other than the County would cause a severe hardship to the County, who is the adjoining land owner; and

WHEREAS, the County understands that the Owner will require a Temporary Use Permit from the County once the Owner has conveyed its interest in the Property for the construction of Route 47.

NOW, THEREFORE, BE IT RESOLVED by the County Board of Kendall County that:

1. The above listed recitals are incorporated by reference.

2. The County shall purchase from the Owner, the Property for $4,400.00 which is the appraised value for the less than 1 acre pending approval from the Illinois General Assembly within two years from the date of the passage of this resolution.

3. The Chairman of the Kendall County Board is hereby authorized and directed to execute a document to the Illinois Department of Transportation, State of Illinois, indicating the desire of the County to purchase Property from the Owner by Direct Public Sale of Excess Land. A copy of the document is attached as Exhibit B and is hereby incorporated by reference.

4. The Kendall County Treasurer is hereby authorized to pay $4,400.00 to purchase the Property from the Illinois Department of Transportation under the terms and conditions contained herein and in Exhibit B.

This RESOLUTION is hereby ADOPTED by the County Board of Kendall County, State of Illinois, on the 4th day of October, 2011.

John Purcell
Kendall County Board Chairman

Debbie Gillette
Kendall County Clerk

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

Municipal Electric Aggregation per Progressive Energy

Chairman Purcell introduced Mr. Chris Childress, of Progressive Energy Group a broker of services. He was present to provide additional information regarding Municipal Aggregation. It is an option that allows residents and small commercial customers to aggregate their electric usage to save money. He states that moving to another power supplier would have no impact on ComEd and that service issues would still be handled by ComEd. This is something that, if approved by the Board, the County would have to put on the ballot for unincorporated Kendall County only. Since the three public question limit has been reached, it could not go on the March 2012 ballot. Per SA Weis each Governmental body must offer their own public questions. It cannot be a collective referendum. Oswego and Montgomery are currently looking at this.

NEW BUSINESS

Open Meetings Act Discussion

State’s Attorney Eric Weis announced an Open Meetings Act training session to be held in the Jury Room of the Kendall County Courthouse on October 20, 2011 at 6:30 pm. He noted that when the press has submitted a letter asking for meeting dates committees need to remember to notify them of changes. He also provided a brief overview on Special meetings noting that there is a form in the Administrative Office regarding same.

STANDING COMMITTEES

Judicial/Legislative

Member Koukol reviewed the Judicial / Legislative Committee’s presented minutes. Among items noted is a request by Mr. Weis to upgrade ASA Leslie Johnson to a Labor/Bargaining position believing it will save outside attorney costs for the County.

Animal Control
Member Martin, Animal Control Co-Chairman, presented minutes from their committee meeting as Ms Vickery had been out of town. Member Hafenrichter indicated that the department is self-supporting. Laura Pawson has accepted the full-time position of Assistant Warden and has been doing well with collecting outstanding fees.

Economic Development

Member Koukol reviewed the Economic Development Committee minutes. The five-year EDC plan was discussed and a draft of the plan has been printed in house. He indicated that Member Martin had suggested including the “KAT” program. John Sterrett has copies of this plan.

Budget & Finance

Member Vickery provided a review of the Finance Committee minutes.

CLAIMS

Member Vickery moved to approve the claims submitted in the amount of $560,737.75. Member Martin seconded the motion. Chairman Purcell asked for a roll call vote on the motion. All members present voting aye. Motion carried.

COMBINED CLAIMS: FCLT MGMT $42,382.31, B&Z $4,225.20, CO CLK & RCDR $ 762.41, ELECTION $140.00, ED SRV REG $2,204.69, SHRFF $24,586.01, CRRC TNS $463.75, ESDA $269.96, CRCT CT CLK $1,797.15, JURY COM $2,727.16, CRCT CT JDG $4,940.68, CRNR $3,304.50, ST ATT $4,218.13, BRD OF RVW $233.99, TRSR $350.30, ENSLY HLTH INS $288,329.96, OFF OF ADM SRV $621.65, GNRL INS $195.00, CO BRD $713.33, TECH SRV $6,111.00, CAP EXPND FND $35.00, CO HWY $60.00, HLTH & HMN SRV $71,765.37, FRST PRSRV $2,350.87, KEN COM $6,003.92, ANML CNTRL $1,131.43, CO RCDR DOC STRG $457.40, DRG ABS EXP $3,599.53, CRT SEC FND $179.39, LAW LBRY $4,508.00, BRI OAKS SUB $3,393.00, CO ANML POP $835.36, VAC $9,464.08, SHRFF $172.50, FP BND PROC 2007 $3,272.20, CRTHSE DEBT SRV $3,000.00

Member Vickery displayed whiteboard computations and indicated that the reason Kendall County has one of the best balance sheets in Illinois is that every department head and elected official continues to cooperate in working with the budget/finance committee and process. She noted the county will lend KenCom 1.2 million dollars for their build-out and that the County will continue with its hiring freeze.

Health & Environment

A written report was submitted. Member Koukol noted that the spelling of his last name needed to be corrected in the meeting minutes of September 19, 2011.

STANDING COMMITTEE MINUTES APPROVAL

Member Martin moved to approve all of the Standing Committee Minutes and Reports as amended by correcting the spelling of Member Koukol’s name in the minutes of the Health and Environment Committee. Member Hafenrichter seconded the motion. Chairman Vickery asked for a voice vote on the motion. All members present voting aye. Motion carried.

SPECIAL COMMITTEE & OTHER LIAISON REPORTS

Member Hafenrichter read a letter of thanks from a citizen for the help they received from Section 8 housing.

CHAIRMAN’S REPORT

Chairman Purcell announced appointments:

Housing Authority—Cynthia Scharf—5 yr Term—Expires July 2016.
KenCom Executive Board—Gail Johnson, Oswego Board Trustee; Brian LeClerq alternate.
Economic Development Committee—addition of Jessie Hafenrichter and John Shaw with current members Dan Koukol (Chair), Bob Davidson, Elizabeth Flowers.
Labor and Grievance Committee—addition of Bob Davison and Dan Koukol with current members John Shaw (Chair), Nancy Martin, Anne Vickery.

Member Hafenrichter moved to approve the appointments as announced. Member Shaw seconded the motion. Chairman Purcell asked for a voice vote on the motion. All members present voting aye. Motion carried.
EXECUTIVE SESSION

None.

CITIZENS TO BE HEARD

Todd Milliron, 61 Cotswold Dr, suggested putting the EDC plan online, asked about Green Organic fieldtrip and noted the purchase of Windows 7 had been moved up.

QUESTIONS FROM THE PRESS

The Board accepted questions from the press.

ADJOURNMENT

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

Approved and submitted this 1st day November, 2011.

Submitted by,
Rennetta Mickelson, Chief Deputy Clerk
## Dental Plan Comparison
### County of Kendall

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### Type 1 - Preventive
- **Routine Oral Exams**: 2 per calendar year (CY)
- **Bitewing X-Rays**: 2 sets per CY
- **Full Mouth/Pano X-Rays**: 1 set in 3 years
- **Other X-Rays**: 6 films per CY
- **Prophylaxis (Cleaning)**: 2 per CY
- **Fluoride Treatment**: 1 per CY through age 18
- **Space Maintainers**: 1 per lifetime through age 16
- **Palliative Treatment**: Covered
- **Consultation**: Covered 1 per provider
- **Brush Biopsy**: Covered
- **Sealants**: 1 per tooth in 60 months through age 16
- **Perio Maintenance**: 2 per CY

### Type 2 - Basic
- **Exams - Problem Focused and Emergency**: 4 per CY
- **Injection of Antibiotics**: Covered
- **Fillings**: Composite and Amalgam
- **Stainless Steel and Resin Crowns**: Replacement in 24 months
- **Simple Extractions**: Covered
- **Repair and Recement**: Covered
- **Surgical Extractions**: Covered
- **Oral Surgery**: Covered
- **Anesthesia**: General or I.V. Sedation
- **Root Canals (Endodontics)**: Covered; retreatment once per 12 months
- **Scaling and Root Planing**: 1 treatment in 24 months
- **Periodontal Surgery**: 1 per quadrant in 36 months

### Type 3 - Major
- **Denture Relines and Rebases**: Covered

### Type 4 - Orthodontics
- **Crowns**: Replacement in 5 years
- **Denture Relines and Rebases**: Covered
- **Dentures**: Replacement in 5 years
- **Bridges**: Replacement in 5 years

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Lincoln Financial Group is the marketing name for Lincoln National Corporation and its affiliates. INTERNAL USE ONLY.
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</tr>
<tr>
<td>605</td>
<td>Principal</td>
<td>398</td>
<td>12</td>
<td>308</td>
<td>13</td>
<td>39</td>
<td>3</td>
<td>23</td>
<td>0</td>
</tr>
<tr>
<td>605</td>
<td>United Concordia Advantage Plus</td>
<td>265</td>
<td>3</td>
<td>211</td>
<td>27</td>
<td>11</td>
<td>3</td>
<td>10</td>
<td>0</td>
</tr>
</tbody>
</table>
## Insurance Cost for the County Employees Per Pay Period

**Plan Year December 1, 2011- November 30, 2012**

<table>
<thead>
<tr>
<th>Plan</th>
<th>HMO H05 (Participating Provider)</th>
<th>HMO H05 (Participating Provider)</th>
<th>Blue Print PPO Plan 32212 (In/Out of Network)</th>
<th>Blue Edge HSA Plan (In/Out of Network)</th>
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<tbody>
<tr>
<td>Individual Deductible</td>
<td>$0</td>
<td>$0</td>
<td>$200/500</td>
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</tr>
<tr>
<td>Family Deductible</td>
<td>$0</td>
<td>$0</td>
<td>$600/1,500</td>
<td>$3,000</td>
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<tr>
<td>Coinsurance</td>
<td>100%</td>
<td>100%</td>
<td>90/70%</td>
<td>100/80%</td>
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<tr>
<td>Out-Of-Pocket</td>
<td>$1,500</td>
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<td>$1,500/4,500</td>
<td>$6,000</td>
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<tr>
<td>Family OOP</td>
<td>$3,000</td>
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<td>$500/1,500</td>
<td>$3,000</td>
</tr>
<tr>
<td>In Network Physicians Services</td>
<td>$15 Copay</td>
<td>$15 Copay</td>
<td>$10 Copay</td>
<td>100/80% After Deductible</td>
</tr>
<tr>
<td>Emergency Room</td>
<td>$75 Copay</td>
<td>$75 Copay</td>
<td>$50 Copay</td>
<td>90% After Deductible</td>
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<tr>
<td>Inpatient Hospital Services</td>
<td>$0</td>
<td>$0</td>
<td>Deductible Then Coinsurance</td>
<td>100/80% After Deductible</td>
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<td>Lifetime Maximum</td>
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<td>Unlimited</td>
<td>Unlimited</td>
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<tr>
<td>Preventative Care</td>
<td>Yes*</td>
<td>Yes*</td>
<td>Yes*</td>
<td>Covered at 100% In Network PPO</td>
</tr>
<tr>
<td>Network</td>
<td>HMO Illinois</td>
<td>Blue Advantage HMO</td>
<td>PPO</td>
<td>80% After Deductible</td>
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<tr>
<td>Network Rx Copay</td>
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<td>Generic</td>
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<td>80% After Deductible</td>
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<tr>
<td>Mail Order 90 days</td>
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<td>$20 Copay</td>
<td>80% After Deductible</td>
</tr>
<tr>
<td>Formulary Brand</td>
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<td>$20 Copay</td>
<td>80% After Deductible</td>
</tr>
<tr>
<td>Mail Order 90 days</td>
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<td>$40 Copay</td>
<td>80% After Deductible</td>
</tr>
<tr>
<td>Non Formulary Brand</td>
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<tr>
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<td>80% After Deductible</td>
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<tr>
<td>Monthly Premium Per Pay Period</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Single Rate</td>
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<tr>
<td>Family Rate</td>
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## Dental

**Monthly Premium Per Pay Period**

<table>
<thead>
<tr>
<th>Plan</th>
<th>Lincoln Financial Group Dental</th>
</tr>
</thead>
<tbody>
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<td>Single Rate</td>
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</tr>
<tr>
<td>Family Rate</td>
<td>$12.11</td>
</tr>
</tbody>
</table>
DRUG AND ALCOHOL POLICY

Statement of Intent

The County desires to implement certain procedures to improve the quality of life for employees and provide a safe and productive work environment. Kendall County recognizes the problems of alcohol and other substance abuse in our society. Furthermore, the County considers substance abuse as a serious threat to the quality of life in our community. This policy addresses this problem by requiring that Kendall County Government remain a drug free workplace in compliance with the Drug-Free Workplace Act (30 ILCS 580/1 et seq.). This Drug and Alcohol Policy is incorporated into the Kendall County Employee Handbook, as amended, as Section 7.6 and replaces the previous drug and alcohol policy entirely.

Definitions

“Legal Drug” — includes prescribed drugs and over-the-counter drugs which have been legally obtained and are being used solely for the purpose for which they were prescribed or manufactured.

“Controlled Substance” — a controlled substance as defined in the Illinois Controlled Substances Act (720 ILCS 570/100 et seq.) or cannabis as defined in the Cannabis Control Act (720 ILCS 550/1 et seq.).

“County property” — All land, buildings, structures, parking lots and means of transportation owned by or leased to Kendall County, Illinois.

“Under the Influence” — an employee shall be determined to be under the influence of alcohol or other drug, if, in the course of employment for the County:

- the employee’s normal faculties are impaired due to consumption of alcohol or other drugs, and/or
- the employee has a blood alcohol concentration of .08 or higher, and/or
- the employee consumes alcohol four (4) or fewer hours before performing job functions that may involve safety-sensitive duties; and/or
- the employee uses alcohol during eight (8) hours following an accident, or until undergoing a post-accident test, whichever occurs first; and/or
- the employee is affected by an illegal drug, alcohol or both in any detectable manner..

Policy and Work Rule

The County’s desire is to employ a work force free from the effects of drug and alcohol abuse. An employee determined to be in violation of any provision of the drug and alcohol policy may be subject to disciplinary action, which may include termination even for the first offense. Any other discipline previously used by the County shall not apply to violations of this drug and alcohol policy.

The manufacture, distribution, dispensation, possession, or use of alcohol and controlled substances, including cannabis by an employee while on County property or while performing County business is strictly prohibited. Furthermore, employees are prohibited from bringing drug paraphernalia onto County property at any time.
If an employee is found in possession of a controlled substance while on County property or while performing County business, the appropriate law enforcement agencies will be notified and the controlled substance may be taken into custody.

The purchase of alcohol or controlled substances, including cannabis, with county funds by a county employee or official is not considered a legal use of public funds. County employees and officials shall not purchase alcohol or controlled substances, including cannabis, using public funds or county credit cards, nor shall public dollars be used to reimburse employees and officials making such purchases with private credit cards or private funds.

The County shall conduct a reasonable investigation if there is reasonable cause to believe that there has been a violation of this policy.

Employees who take over-the-counter or prescribed medication are responsible for being aware of any effect the medication may have on the performance of their duties and must promptly report to their supervisors the use of medication likely to impair the employee’s ability to do his or her job. An employee who fails to do so shall be subject to disciplinary action, up to and including termination of employment. Moreover, employees who take over-the-counter or prescribed medication contrary to doctor’s instructions may be subject to disciplinary action, up to and including termination of employment.

Any employee convicted of a criminal drug statute violation occurring in the workplace shall notify the employee’s supervisor no later than five (5) days after such conviction, unless the conviction has been sealed, expunged or impounded under Section 5.2 of the Criminal Identification Act.

**Procedures**

To provide a safe drug and alcohol free working environment, the County will:

1. Provide increased awareness through training, education and communication of the subject of drug and alcohol abuse.

2. Recognize that there may be employees who have an alcohol and/or drug problem and stand willing to assist in the resolution of that problem by encouraging employees to seek help through the Employee Assistance Program.

3. Cooperate with law enforcement agencies.

4. Conduct alcohol and drug testing in accordance with the County’s Testing Policy as set forth below.

5. Take any other actions deemed necessary and appropriate including, but not limited to disciplinary action up to and including termination of employment.

The County maintains a drug and alcohol free workplace. Because the public has the absolute right to expect the County to work toward reducing the probability of accidents or incidents related to the
misuse of alcohol or controlled substances and because County employees are involved in the investigation and prosecution of drug and alcohol-related offenses in the course of their employment, the County requires the testing of covered employees and mandates an anti-drug and alcohol misuse prevention program.

1. **When Testing May Occur:** County employees may be required to submit to drug and alcohol testing, by breathalyzer test, urinalysis test and/or other appropriate drug and/or alcohol testing, in any one or more of the following situations:
   - Pre-employment;
   - Post accident;
   - Reasonable suspicion; and
   - Return to duty, when an employee has violated the prohibited drug and alcohol standards.

2. **What Will Be Tested:**
   a. **Controlled Substances:** Controlled substances testing shall include, but is not limited to, testing of the following panel of drugs:
      - Marijuana THC (metabolite)
      - Cocaine, any form or derivative thereof
      - Amphetamines (including methamphetamines)
      - Opiates (including heroin, opium, etc.)
      - Phencyclidine (PCP)

   b. **Alcohol:** For purposes of this Policy, “under the influence of alcohol” shall be defined as breath alcohol test results with an alcohol concentration of 0.08% or above and shall be considered to be a positive test result. Also, an employee found to have an alcohol concentration of greater than 0.04% and less than 0.08% shall not perform, nor be permitted to perform any job functions for at least 24 hours following the test result and may be subject to the same procedures as a positive test result which may include disciplinary action, not to exclude termination of employment.

3. **Refusal To Test:** Refusal to submit to a required alcohol or drug test is prohibited. Refusal to submit to a test may result in the same procedures as a positive test result which may include disciplinary action, up to and including termination of employment. Refusal to submit to a test shall be defined as:
   - Failing to provide adequate samples for testing without medical reason;
   - Failing to show up at the testing site when instructed;
   - Engaging in conduct that obstructs the testing process; and/or
   - Failing to comply with any of the procedures set forth in this policy.

4. **Confidentiality:** Alcohol and drug testing records will remain confidential to the extent permitted by applicable state and federal laws.
5. **Procedures for Testing:**

   a. An applicant shall not be required to submit to alcohol and/or drug testing until after an offer of employment has been made to the applicant. The applicant's offer of employment shall be contingent upon the applicant testing negative for drugs and/or alcohol.

   b. An applicant or employee shall be required to submit to alcohol and/or drug testing at a time and place designated by the individual's supervisor whenever in the sole opinion of the supervisor or the supervisor's designee, there is reasonable suspicion for such testing.

   c. In the event of testing for reasonable suspicion, the employee's supervisor shall provide the employee with notice of the basis for sufficient cause. In addition, the employee's supervisor may require an employee to submit to alcohol or drug testing when an employee is involved in an on-duty incident involving significant damage to property or personal injury to anyone. In the event of testing for reasonable suspicion, the employee may be placed on administrative leave pending the results of the alcohol and drug testing. The County shall use only licensed clinical laboratories for such testing.

   d. All drug and alcohol tests will be conducted, reviewed and interpreted by professionally trained and certified technicians and/or medical review officers who will follow a chain of custody, and other procedures prescribed by applicable state and federal laws, in order to ensure and confirm the accuracy of the test results.

   e. In cases where an applicant or employee receives a negative-dilute test result, the applicant or employee may be required to re-take the test. If there is a second negative-dilute test result, it will be accepted as a negative test result.

   f. At the time of any urinalysis test, the employee may request that a blood sample be taken at the same time so that a blood test can be performed if the employee tests positive in the urinalysis test. If an employee tests positive in any such test, the test results shall be submitted to the County for appropriate action. A portion of the tested sample shall be retained by the laboratory so that the employee may arrange for a confirmatory test to be conducted by a licensed clinical laboratory of the employee's choosing and at the employee's expense.

   g. In cases where an employee is notified of a positive drug or alcohol test, the employee shall be removed from duty for up to 72 hours. The employee may request that the second sample of the split sample be tested, at their own expense. If the results of the second sample come back as negative, the County will reimburse the employee for the cost of the negative test.

   h. The employee shall have the right to dispute the administration of the test and/or the significance and accuracy of the test. Any such dispute shall be submitted in writing to the elected official and/or County Administrator.
6. **Positive Test Results:**

   a. If an applicant tests positive for drugs or alcohol in a test administered under this Policy, the department head or elected official, in his or her sole discretion, may rescind any offer of employment made to the applicant.

   b. If an employee tests positive for drugs or alcohol in a test administered under this Policy, the employee’s supervisor, in his or her sole discretion, shall have the right to discipline the employee, up to and including termination.

   c. If an employee who has tested positive is not terminated, the employee’s supervisor, in his or her sole discretion, reserves the right to offer the employee participation in approved alcohol rehabilitation or drug abuse assistance programs, at the employee’s cost, as an alternative to, or in conjunction with disciplinary action. If such a program is offered and accepted by the employee, then the employee must satisfactorily complete the program as a condition of continued employment. Upon the employee’s return to work, the employee’s supervisor, in his or her sole discretion, may require such employee to submit to a random urinalysis or other appropriate alcohol and/or drug tests during the twelve (12) month period following the date any employee tests positive in any test and returns to work. Any such random tests shall occur at times and places designated by the employee’s supervisor or the supervisor’s designee. In the event such an employee tests positive again, the employee may be immediately terminated.

**Employee Assistance Program**

The County maintains an Employee Assistance Program (EAP) which provides help to employees and their families who suffer from personal problems, including but not limited to alcohol or drug abuse. However, it is the responsibility of each employee to seek assistance from the County’s employee assistance program or some other source before alcohol and drug problems lead to disciplinary actions. Once a violation of his policy occurs, subsequent use of the EAP on a voluntary basis will not necessarily lessen disciplinary action and may, in fact, have no bearing on the determination of appropriate disciplinary action.

The employee’s decision to seek prior assistance from the EAP will not be used as the basis for disciplinary action and will not be used against the employee in any disciplinary proceeding. However, using the EAP will not be a defense to imposition of disciplinary action where facts providing a violation of this policy are obtained outside of the EAP. Accordingly, the purposes and practices of this policy and the EAP are not in conflict but are distinctly separate in their applications.

Through the EAP, the County will provide appropriate assessment, referral to treatment, and treatment of drug and alcohol abuse (subject to the provision of the County’s health insurance plan). Such employees may be granted leave with a conditional return to work depending on successful completion of the agreed upon appropriate treatment regimen which may include random testing.
The County will provide for an EAP as long as a majority of the Board determines that it is financially prudent and in the interest of good government to do so. This Statement and Policy do not create a legal obligation for the County to provide an employee assistance program (EAP).

**DRUG AND ALCOHOL POLICY MEMORANDUM**

TO: All Employees

FROM: ___________________

DATE: ___________________

RE: Drug-Free Workplace and Drug and Alcohol Policy

Kendall County, Illinois ("the County") hereby notifies all employees that the manufacture, distribution, dispensation, possession, or use of alcohol and controlled substances, including cannabis by an employee while on County property or while performing County business is strictly prohibited. Furthermore, employees are prohibited from bringing drug paraphernalia onto County property at any time. Any employee who violates the County’s Drug and Alcohol Policy may, in the County’s sole discretion, be required to enroll in a drug counseling rehabilitation or assistance program at the employee’s expense and/or may be disciplined up to and including termination of employment.

As a condition of employment, the County requires that all employees acknowledge that they will (1) abide by the terms of the County’s Drug and Alcohol Policy; and (2) notify the County of any drug conviction for a violation occurring in the workplace no later than five days after conviction. Thus, the employee shall sign the below acknowledgment and return the signed original to the employee’s supervisor.

**EMPLOYEE ACKNOWLEDGMENT**

As a condition of my employment, the County requires that (1) I acknowledge receipt of the County’s Drug and Alcohol Policy; (2) I agree to abide by the terms and conditions of the Drug and Alcohol Policy; and (3) I agree to notify the County of any drug conviction for a violation occurring in the workplace no later than five days after the conviction.

______________________________
Employee’s Signature

______________________________
Employee’s Printed Name

______________________________
Date
SUBORDINATION AGREEMENT

Loan # __________________

This Subordination Agreement is dated for reference today and is between

Kendall County Government
whose Principal address is
111 W Fox St., Yorkville, IL 60545
(called “Junior Lender”) and

New Senior Lender’s Name:
OLD SECOND NATIONAL BANK

Senior Lender’s Address:
37 S. RIVER ST. AURORA, IL 60506
(called “New Senior Lender”)

RECITALS

A. Junior Lender is the vested holder and owner of the following described promissory note (the “Note”) secured by a mortgage or deed of trust (the “Security Instrument”):

| Date of Note and Security Instrument: May 17, 2006 |
| Borrower(s) Name(s) (“Borrowers“): Mark A Meketi and Brenda H Meketi |
| Property Address Lot 5 Deer Ridge PUD, Plano, IL 60545 |
| Legal Description of real property secured by Security Instrument (“Property”): |
| Lot 5 in Deer Ridge P.U.D., According to the Plat thereof Recorded January 31, 2001 as Document No. 2001001549, in Little Rock Township, Kendall County, Illinois |

| Parcel Number: 01-33-101-002 |
| Recording Date: 05-23-2006 County: Kendall Amount: $ 95,000.00 |
| Recording Number: 200600015537 Book: _____ Page: _____ |

B. Borrowers, as current owners of the Property, wish to replace their current first priority mortgage loan on the Property with a new first priority mortgage loan secured by the Property from New Senior Lender, not to exceed the original principal sum of $ 89,881.00 (the “New Senior Security Instrument”).
New Senior Lender will not provide this financing without an agreement by Junior Lender to subordinate its lien/security interest in the Property to the new interest of New Senior Lender.

In consideration of the benefits to Junior Lender from the new financing on the Property provided by New Senior Lender, Junior Lender agrees and declares as follows:

1. **Subordination to New Senior Security Instrument.**
   Junior Lender agrees that upon recordation of the New Senior Security Instrument, Junior Lender’s lien/security interest in the Property shall be unconditionally and forever inferior, junior and subordinate in all respects to the lien/security interest of Senior Lender’s New Senior Security Instrument and all obligations it secures. Junior Lender irrevocably consents to and approves the recordation of the New Senior Security Instrument and the obligations it secures.

2. **No Subordination to Other Matters.**
   Junior Lender is subordinating its lien/security interest to the New Senior Security Instrument only, and not to other or future liens or security interests in the Property. Junior Lender has no obligation to consent to future requests for subordination of its lien/security interest.

3. **No Waiver of Notice.**
   By subordinating its lien/security instrument, Junior Lender is not waiving any rights it may have under the laws of the State where the Property is located, or Federal law, to notice of defaults or other notices or rights conferred by law to junior lienholders and mortgagees.

4. **Successors and Assigns.**
   This Agreement shall be binding upon and be for the benefit of any successor or assignee of the New Senior Security Instrument or any successor of either of the parties.

5. **Governing Law.**
   This Agreement shall be governed by the law of the State where the Property is located.

6. **Reliance.**
   This Agreement can be relied upon by all persons having an interest in the Property or the New Senior Security Instrument.

7. **Entire Agreement; Amendments.**
   This Agreement represents the entire and complete agreement between Junior Lender and New Senior Lender. Any waiver, modification or novation of this Agreement must be in writing, executed by New Senior Lender (or its successors or assigns) and Junior Lender (or its successors or assigns) and, if this Agreement was recorded in the real estate records of the government entity in which the Property is located, recorded in such real estate records, to be enforceable.

8. **Acceptance.**
   New Senior Lender shall be deemed to have accepted and agreed to the terms of this Agreement by recordation of this Agreement at or about the time New Senior Security Instrument is recorded. This Agreement shall be void if not recorded within 60 days of the reference date first written above.
JUNIOR LENDER: Kendall County Government

BY: ____________________________________________

NAME:

TITLE:

STATE OF ILLINOIS
COUNTY OF KENDALL

ON October 4, 2011 BEFORE ME, ________________________

PERSONALLY APPEARED ____________________________

Personally known to me (or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledge to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf or which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

_______________________________________________ SIGNATURE OF NOTARY PUBLIC
Call to Order
Committee Chair Dan Koukol called the meeting to order at 3:00 P.M.

Roll Call
Present: Dan Koukol, Bob Davidson, Elizabeth Flowers, Jessie Hafenrichter, John Shaw (in place of Suzanne Petrefla)

Also Present: Nancy Martin, Tina Varney, Becky Morganegg, Eric Weis, Vicki Chuffo, Nikki Kollins, Robert Leinen, Scott Valencik, Robert Wollwert, Jim Smiley, and John Sterrett

Old Business
None

New Business
None

Status Reports
Probation – Tina Varney handed out the JJC monthly report. The Probation Department will change its hours from 8am to 5pm to 8am to 4:30pm.

Circuit Clerk – Becky Morganegg stated that the amount of traffic violations is anticipated to be lower at the end of the year than last year. This time last year, 1,500 foreclosures were filed. This year, 1,100 have been filed to date. It is anticipated this year will see a drop in a few hundred foreclosure filings. No new positions have been added to the Circuit Clerk’s office this budget year.

Public Defender – Vicki Chuffo stated that the amount of appointments has gone up since last year. Expenses for an upcoming murder trial may come from the County rather than state. It is unknown when the trial will occur. The trial is estimated to take two weeks.

State’s Attorney – Eric Weis stated that the open meetings act training was well attended and that the handouts from the meeting will be available for those unable to attend. He believed it was a nice turnout and that things went well. He thanked court security for the superb job they did. He also thanked Ms. Kollins for helping out. Felony cases are up from last year. Yorkville and Montgomery have passed an ordinance prohibiting synthetic marijuana and Mr. Weis recommends that the County also pass a similar ordinance. Oswego has considered passing an ordinance as well. It was suggested that the matter be discussed at the next County Board meeting and Eric draft an ordinance to be discussed at next month’s Judicial/Legislative Committee meeting, based on the discussion resulting from the County Board meeting. The new state law goes into effect January 1, 2012 and the County’s ordinance can mirror this State Statute.

The Committee discussed what constitutes as a felony

Courthouse – There were no reports.

Sheriff’s Office – There were no reports.
Kendall County
Judicial/Legislative Committee

Court Security – There were no reports.

Jim Smiley – Jim Smiley said that some of the lighting will be adjusted in the Courthouse. Jim is getting pricing for various equipment both at the Courthouse and other County buildings. Some suggestions were made by Gilbane regarding the steps at the Courthouse. A draft release is being put together for the issue. There will be enough salt to start the winter season and more will be bought as needed. Bids for snowplowing were received and discussed at the Facilities Management Committee meeting. The smell from the Courthouse is being looked at as well.

Actions Items
None

Public Comments
None

Executive Session
None

Adjournment
Bob Davidson moved to adjourn the Judicial/Legislative Committee at 3:38 PM. The motion was seconded by Dan Koukol. Motion passed.

Respectfully Submitted,
John H. Sterrett
Recording Secretary & Associate Planner
ANIMAL CONTROL COMMITTEE MINUTES  
October 19, 2011

Roll call at 9:00AM.
Committee members present: Anne Vickery, Nancy Martin, John Purcell, Jessie Hafenrichter
Others present: Jeff Wilkins, Laura Pawson

Committee reviewed census log for September. The facility handled 29 dogs and 9 cats in September with a current count of 8 dogs and 5 cats. A volunteer is handling one mother cat and four kittens until the kittens are ready for adoption in 8 weeks.

Committee reviewed the County bite report for September. 19 bites were reported in the County of which 6 owners were bitten. One dog was designated as dangerous after a second bite and notice was sent to the owner.

Committee reviewed the financial report for September. Year to date, revenues exceed expenditures by $58,817 compared to $28,165 last year. It appears the Animal Control fund will be able to make year-end transfers to the General Fund of $17,769 and $16,000 to IMRF/SS fund.

Committee reviewed and suggested changes to the propose FY 2012 budget. The projected budget anticipates revenues over expenditures (before transfers out) of $24,546; transfers out of $17,000 to General Fund, $15,000 to IMRF/SS and $9,000 to Building Fund with remaining fund balance in the Animal Control Fund of $546.

Wilkins reported that the back-up van needs to be replaced. The repair quote of $2400 is more than the van is worth. The Committee discussed the option of buying a new van as the newer van is showing signs of age also. Staff will check the mileage and year of the newer van and Committee will discuss more next month.

The new warden, Anna Payton, starts on Monday, October 31.

Meeting adjourned 9:45AM.

Respectfully submitted by Jeff Wilkins, County Administrator.
Present were Chairman Elizabeth Flowers, members John Shaw, Jesse Hafenrichter, Dan Koukol and Nancy Martin. Also present were Chief Deputy Scott Koster, Assistant KenCom Director Lynette Bergeron, Coroner Ken Toftoy and Director of Facilities Management Jim Smiley and EMA Director Joe Gillespie. Members of the public were Robert Welch and Todd Milliron of Yorkville.

Flowers called for the KenCom Report. Bergeron stated that KenCom remains with one employee vacancy. She continued that KenCom continues to reconfigure the fire CAD with the new information from the fire agencies, a ratification vote for the extension to the current labor agreement between KenCom and KenCom FOP Unit 195-5 is scheduled for October 25th and if it ratifies, the matter will be forwarded to the KenCom Executive Board at their next meeting on October 27 at 5:30 p.m. and the wireless call statistics were 73% for the month of September.

Flowers called for the Coroner’s Report. Coroner Toftoy stated that there were 16 deaths in the month of September, all natural except for one accidental heroin overdose. Toftoy thanked Jim Smiley again for the help that his staff offers in lifting bodies. He stated that cremation permits are at 90 for the year and there were 21 autopsies year to date. He stated that there were two inquests, one for the murder suicide in Oswego and one for the accidental overdose. He stated that they have instituted a new Hospice Registration policy that includes requiring all Hospice agencies to register patients with more information, register all patients every six months if needed, and requiring that the doctor be listed as the contact information on the form and is the one that agrees to sign the death certificate. He further explained that the purpose of this is to help protect those on Hospice. He continued that they have instituted a new cremation policy which requires the County Coroner’s Office to double check all cremation certificates, one check being in writing and the other being verbal confirmation over the phone with the funeral home. This has been implemented to prevent a case of mistaken cremation, which has never happened in Kendall County, but has happened in other counties. He continued that Tom Cross has asked Governor Quinn to sign a letter appointing a Public Guardian for Kendall County. He advised that they are waiting on the status of this so he continues to check on the house for the deceased man in Boulder Hill with no family and is trying to get a court order to get the mail so that the utilities are paid. John Shaw said that this got a lot of attention from the article in the paper and he reiterated how important having a Public Guardian is.

Flowers called for the EMA report. Gillespie stated that there was a siren test on September 6, IEMA Conference September 6-8. He continued that he received his IPEM and PDS on September 6 at the IEMA Conference reception that was attended by Sheriff Randall and State Representative Pam Roth. He stated that they have been accepted into the 2012 Emergency Management Assistance Grant Program and the EMA FY12 Grant application was approved. He stated that the check has been forwarded to the Treasurer’s Office for deposit. He stated that Tracy Page and Scott Valencik attended training in Joliet for Emergency Planning and for Developing Volunteers and Gillespie, Scott Valencik and Bill Curry attended Pipeline Training in Joliet on September 22, 2011. He stated that they continue WSPY EAS testing every Tuesday morning at approximately 10:30 a.m.

Flowers called for the Corrections Report. Koster stated that the price of meals continues to go down thanks to the efforts of the kitchen staff; he continued that we have been contacted by Kane County and that we can expect more out of county inmates from them (30-50 confirmed by Gillespie). Hafenrichter asked if our current staff could handle this and Koster reassured her that pending unforeseen absences or attrition, we should presently have staff to handle these additional inmates.
Koster added that we billed out $63,780.00 in the month of September for out of county inmates. Smiley added that when we have additional inmates, his costs from his budget go up due to supplies and utilities, etc.

Flowers called for the Operations Division Report. Koster stated that there were many calls for service. He stated that one case of interest is where a person was selling "pirated" videos in Violet Patch Park in Oswego. They worked with the Motion Picture Association of America and charged the suspect with one count of theft for copying hundreds of DVDs without consent of the owner.

Flowers called for the Support Services Report. Koster stated that there was one workman's comp injury due to a domestic dispute and that the deputy is not back to work yet, that there were two new graduates and that one of them was 1st in the class and was awarded the George Graves leadership award, and that they are finished with the Patrol interviews and are doing background checks on the top four candidates. He continued that this position is to fill the vacancy for the deputy that was killed in the motorcycle accident a few months ago. He added that the Records section fees are up about $5,000 from last month due to increased Sheriff's Sales fees.

Koster stated that we had one squad damaged and they are waiting to hear from the insurance company to find out if it will be totaled or not. He stated that an investigator was avoiding someone turning in front of him and hit a semi trailer. He stated that the person who caused the accident left the scene and they are working with witnesses to locate the person.

Smiley gave an update and schedule of the storage building that will be beginning and said that they have gotten the permit.

Flowers asked for Public Comments. Mr. Milliron asked that they consider the new options for health insurance for County employees that he had submitted to several people and said that he felt that if Facilities Management's budget would increase due to out of county housing, he felt that the Commissary funds could be used to help subsidize those monies.

There was no need for Executive Session.

The next Public Safety Committee meeting will be November 28, 2011 at 1000 hours at the Public Safety Center.

Respectfully Submitted,

Kate Rasmussen
Recording Secretary
KENDALL COUNTY
ECONOMIC DEVELOPMENT COMMITTEE MINUTES
October 28, 2011

Committee Chairman Dan Koukol called the meeting to order at 8:35am.

Committee Members Present: Dan Koukol (chair), Bob Davidson, Elizabeth Flowers, John Shaw, and Jessie Hafenrichter
Others Present: County Administrator Jeff Wilkins; Assistant State’s Attorney Brian J. LaBardi; Mike Hoffman of Teska Associates; Judy Gilmour; and Associate Planner John Sterrett

New Business
The November Economic Development Committee will take place on Friday, November 18th at 8:30am

Mr. Sterrett reported that he will be attending the Metropolitan Economic Growth Alliance meetings in Chicago. This group is made up of County Economic Development Corporations in the Chicago area including Cook, Lake, Will, McHenry, DeKalb, Grundy, Kankakee, Kendall, as well as the Chicago World Business organization. Mr. Sterrett stated that at the next meeting on November 16th the group will discuss its goals and priorities for the next year. Mr. Sterrett will report to the Committee their discussion.

Mr. Koukol let the Committee know that John Sterrett had recently attended the Basic Economic Development Course in Naperville last week in connection with the International Economic Development Council. Mr. Sterrett said that the class was very beneficial and included a great deal of information from various faculty members at the class. Mr. Sterrett said this is one of six courses required to obtain certification as a Certified Economic Developer. Following this discussion, the Committee discussed if it is possible for the County to give sales tax rebates to retail establishments to help spur job growth and activity. This issue will be looked into and brought back to the Committee.

Mr. Sterrett gave a background on the financing of the “Custard Cup” with Old Second Bank. The bank has given the county a subordination agreement to sign to keep the county in second position on its loan. The Custard Cup has been making regular payments to the County and is refinancing because of a 3 year balloon mortgage that is amortized over 15 years. The first 3 years has ended and therefore the loan needs to be renewed. The State’s Attorney’s Office reviewed the subordination agreement and has no legal issues with it. There were some questions regarding if the County’s loan was being paid and what the purpose of the refinancing is. This has been answered, however.

John Shaw made a motion, seconded by Elizabeth Flowers, to forward the agreement onto the County Board for action.

Old Business
Economic Development Plan/Business Roundtable Recap
Mike Hoffman gave a brief summary of the business roundtable from October 4th at Whitetail Ridge. He stated that the plan received good feedback and the comments made were included in a list of proposed revisions. The proposed revisions included comments from the Economic Development Committee, the Zoning Ad-hoc committee, the roundtable, as well as staff. The Committee did not have any problems with the proposed revisions. Staff will incorporate the revisions into the plan.
Tax Abatement
Mr. Wilkins gave a brief update on the tax abatement for the Minooka II building in the Minooka Ridge Business Center. He gave a recap of what the tax abatement is being offered for and the scoring analysis. Joliet Junior College has approved and signed the tax abatement agreement and returned it to the County. The Village of Minooka has passed a resolution authorizing the signature of the agreement once the agreement has been reviewed by legal counsel. The Grade School and High School Districts have approved the tax abatement and the agreement is being reviewed as well. Mr. Wilkins went over the various scenarios within the State Statute for which an entity may qualify for a tax abatement and that the Minooka II building is most closely related to the provision allowing the property of any industrial firm expanding a facility or its number of employees. The Committee also reviewed a list of previous tax abatements granted from various counties for instances similar to the Minooka II building proposed abatement where the building was constructed and then an abatement was given to the property owner leases the building to the jobs creator. Assistant State’s Attorney Brian LaBardi stated that for a guarantee that the project qualifies under the statute, the owner of the building should explore the possibility of some type of expansion to the existing building, such as a broom closet or an entrance way.

The Committee agreed that the property owner should explore this scenario.

Update of Loans
There was no news on any new loan applications. County Administrator Jeff Wilkins gave a brief update of the existing loans.

Other
Mr. Koukol stated he would like to hold a county wide job fair sometime at the end of January or beginning of February with somewhere around 25 businesses included. The Committee discussed how various commercial shopping centers are doing throughout the County.

Public Comment
Judy Gilmour of 23 Fox Glen Drive in Yorkville stated that the Economic Development Committee meeting was very interesting and that organizing a job fair is an excellent idea.

Adjournment
With no further business to discuss, Elizabeth Flowers made a motion, seconded by Jessie Hafenricther, to adjourn. With a voice vote of all ayes, the motion carried.

The meeting was adjourned at 9:50am.

Submitted by,
John Sterrett
Associate Planner
Preliminary Bond Sale Timetable
(As of October 13, 2011)

- Friday, October 28, 2011 - Official Statement to Client/Bond Counsel for comment
- Tuesday, November 1, 2011 – County Board Passes a Parameters Ordinance
- Friday, November 4, 2011 – Official Statement comments returned to Speer Financial
- Monday, November 7, 2011 - Mail to Rating Agency
- Tuesday, November 8, 2011 - Print Official Statement
- Thursday, November 17, 2011 - Bond Sale - Designated Sale
- Thursday, December 8, 2011 - Bond Closing
- Tuesday, December 6, 2011 - Report to the Board the results of the Bond Sale

Meeting Dates: First and Third Tuesday of the month

Tuesday, October 18, 2011
Tuesday, November 1, 2011
Tuesday, November 15, 2011
Tuesday, December 6, 2011
Tuesday, December 20, 2011
**Debt Service Comparison**

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**PV Analysis Summary (Net to Net)**

- Gross PV Debt Service Savings: 282,594.42
- Net PV Cashflow Savings @ 3.891% (AIC): 282,594.42
- Contingency or Rounding Amount: 4,862.75
- Net Present Value Benefit: $287,457.17

**Refunding Bond Information**

- Refunding Dated Date: 12/01/2011
- Refunding Delivery Date: 12/01/2011
October 18, 2011

Via E-Mail

Mr. Jeff Wilkins
County Administrator
The County of Kendall
111 West Fox Street
Yorkville, IL 60560-1498

Re: THE COUNTY OF KENDALL, ILLINOIS
    General Obligation Refunding Bonds, Alternate Revenue Source Series 2011

Dear Jeff:

We have prepared and enclose herewith our draft of the Bond Ordinance Authorizing the Issuance of General Obligation Refunding Bonds, Alternate Revenue Source Series 2011, of the County for the purpose of refunding the outstanding General Obligation Bonds, Alternate Revenue Source Series 2002B, of the County. This ordinance authorizes the issuance of not to exceed $4,750,000 of Series 2011 Bonds and delegates to the Chairman of the County Board the authority to sell the Series 2011 Bonds at a competitive sale subject to the conditions set forth in the ordinance. These conditions include no increase in debt service in any year and a present value debt service savings of at least four percent.

We understand that the County Board will consider the adoption of the ordinance at a meeting to be held on November 1, 2011. The Bond Ordinance must be included as an item on the agenda for the regular County Board meeting to be held on November 1st. Please provide any comments you may have at your earliest convenience and I will forward a revised draft for use at the County Board meeting.

Please return two manually executed and completed copies of the following items for our files:

1. Certified copy of the Bond Ordinance, showing its adoption by a roll call vote.
2. Certification of the Minutes of the County Board meeting of November 1, 2011.
Also enclosed is a draft copy of the 2011 Escrow Deposit Agreement and our approving legal opinion. If you have any questions concerning the enclosed, please feel free to contact me.

Very truly yours,

Lewis Greenbaum

LG: bae
Attachments

cc: Mr. William Glass
2011 ESCROW DEPOSIT AGREEMENT

2011 ESCROW DEPOSIT AGREEMENT dated as of December 1, 2011, by and between The County of Kendall (the “County”), a political subdivision of the State of Illinois and Amalgamated Bank of Chicago (the “Escrow Agent”), a bank organized and existing under the laws of the State of Illinois and having its principal corporate trust office in the City of Chicago, Illinois.

WHEREAS, there are now outstanding and unpaid $3,965,000 aggregate principal amount of General Obligation Bonds, Alternate Revenue Source Series 2002B, of the County (the “Prior Bonds”) and the Prior Bonds are more particularly described as follows:

$3,965,000 General Obligation Bonds, Alternate Revenue Source Series 2002B

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<td>2022</td>
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WHEREAS, pursuant to the bond ordinance adopted by the County Board of the County on November 1, 2011 (the “Bond Ordinance”), the County has authorized the issuance of its $3,965,000 General Obligation Refunding Bonds, Alternate Revenue Source Series 2011 (the “2011 Bonds”) and part of the proceeds of the 2011 Bonds will be used to refund the Prior Bonds.

WHEREAS, the County has elected to redeem the Prior Bonds on December 1, 2012 at the redemption price of par.

WHEREAS, a portion of the proceeds of the 2011 Bonds are to be invested in the obligations set forth in Schedule A attached hereto so that the maturing principal of and the interest earned on such obligations together with other moneys held hereunder will be sufficient to pay the “Payment Requirements” consisting of (i) the redemption price of each Prior Bond on its redemption date, and (ii) the interest on each Prior Bond on each interest payment date to and including its redemption date.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. There is hereby created and established with the Escrow Agent, a special and irrevocable escrow fund designated the “2011 Escrow Fund” (the “Escrow Fund”) to be held in the custody of the Escrow Agent separate and apart from other funds of or held by the County or the Escrow Agent.
2. Concurrently with the execution of this Agreement, the County shall deliver to the Escrow Agent for deposit into the Escrow Fund the sum of $________________, of which $________________ shall be uninvested and the remainder of $________________ shall be applied to purchase the United States Treasury Securities – State and Local Government Series listed in Schedule A attached hereto (the “Government Obligations”).

3. The deposit of moneys and Government Obligations in and credited to the Escrow Fund shall constitute an irrevocable deposit of said moneys and Government Obligations and the interest earned thereon for the benefit of the owners of the Prior Bonds. The Escrow Agent shall deposit any proceeds (whether principal, interest or otherwise) derived from the Government Obligations in the Escrow Fund. The Escrow Agent shall from time to time pay over the moneys in the Escrow Fund to or upon the order of the Paying Agent for the Prior Bonds, in an amount sufficient to pay when due and payable the Payment Requirements.

4. Except as provided herein, the Escrow Agent shall have no power or duty to invest any moneys held hereunder or to sell, transfer or otherwise dispose of, or to make substitutions of, the Government Obligations.

The Escrow Agent shall not make substitutions of the Government Obligations held hereunder or sell, transfer or otherwise dispose of such Government Obligations provided, however, that:

(a) At the written request of the County and upon compliance with the conditions hereinafter stated, the Escrow Agent shall, to the extent from time to time permitted by law, have the power to sell, transfer, otherwise dispose of or request the redemption of the Government Obligations acquired hereunder and to substitute therefor other non-callable, direct obligations of the United States of America, Refcorp interest strips or securities fully and unconditionally guaranteed as to the timely payment of principal and interest by the United States of America, provided, that the full faith and credit of the United States of America has been pledged to any such direct obligation or guarantee. The Escrow Agent shall purchase such substituted Government Obligations with the proceeds derived from the sale, transfer, disposition or redemption of the Government Obligations. The substitution of Government Obligations described above may be effected only if:

(i) the Escrow Agent shall certify, in reliance upon an opinion of a firm of independent certified public accountants, that the moneys and Government Obligations, including the interest to be earned thereon, to be substituted will be no less than an amount sufficient to pay the Payment Requirements upon completion of such substitutions; and

(ii) the County shall furnish the Escrow Agent with an unqualified opinion of nationally recognized attorneys on the subject of municipal bonds to the effect that the substitution is then permitted by law and will not cause any of the Prior Bonds or the 2011 Bonds to become an “arbitrage bond” as hereinafter defined.
(b) If any substitution of Government Obligations pursuant to the provisions of the preceding subparagraph (a) shall, after the satisfaction of all of the conditions set forth in clauses (i) and (ii) of said subparagraph (a), result in the creation of any surplus amount in the Escrow Fund that will not, in the opinion of the firm of independent certified public accountants referred to in clause (i) of said subparagraph (a), thereafter be required for the payment of the Payment Requirements in accordance with the provisions of this Agreement, the amount of such surplus shall, at the written request of the County, be transferred to the County.

The County hereby covenants that no part of the moneys or funds at any time in the Escrow Fund shall be used directly or indirectly to acquire any securities or obligations the acquisition of which would cause any of the Prior Bonds or the 2011 Bonds to be an "arbitrage bond" as defined in Section 148 of the Internal Revenue Code of 1986 and the rules and regulations promulgated thereunder, as then in effect.

5. The County has irrevocably elected to redeem the Prior Bonds as provided in the Bond Ordinance and this Agreement. The County agrees to provide the paying agent for the Prior Bonds with irrevocable instructions regarding the redemption of the Prior Bonds.

6. The owners of the Prior Bonds shall have an express lien on all moneys and obligations in the Escrow Fund until paid out and applied in accordance with this Agreement. The Escrow Agent shall not have a lien or claim on the Escrow Fund for the payment of its fees and expenses.

7. In consideration of all services rendered and to be rendered by the Escrow Agent under this Agreement, the County will pay the Escrow Agent a fee on the date hereof.

8. The Escrow Agent, acting in good faith and in its sole discretion, may disregard any and all notices or instructions given by the County or by any other person, firm or corporation, except (i) notices or instructions specifically provided for under this Agreement and (ii) orders or process of any court. If any property subject to this Agreement is at any time attached, garnished, or levied upon under any court order or in case the payment, assignment, transfer, conveyance or delivery of any such property shall be stayed or enjoined by any court order, or in case any order, judgment or decree shall be made or entered by any court affecting such property or any part thereof, then and in any of such events the Escrow Agent, in its sole discretion, may rely upon and comply with any such order, writ, judgment, or decree which it is advised by its legal counsel is binding upon it.

9. The Escrow Agent shall not be personally liable for any action taken or omitted under this Agreement if taken or omitted in good faith and in the exercise of its own best judgment. The Escrow Agent shall also be duly protected in relying upon any written notice, demand, certificate or document that it in good faith believes to be genuine.

The Escrow Agent has all the powers and duties herein set forth with no liability in connection with any act or omission to act hereunder, except for its own negligence or willful breach of trust, and shall be under no obligation to institute any suit or action or other proceeding under this Agreement or to enter any appearance in any suit, action or proceeding in which it may be defendant or to take any steps in the enforcement of its, or any, rights and powers.
hereunder, nor shall be deemed to have failed to take any such action, unless and until it shall have been indemnified by the County to its satisfaction against any and all costs and expenses, outlays, counsel fees and other disbursements, including its own reasonable fees, and if any judgment, decree or recovery be obtained by the Escrow Agent, payment of all sums due it, as aforesaid, shall be a first charges against the amount of any such judgment, decree or recovery.

10. This Agreement shall terminate on December 11, 2012. Any moneys and obligations remaining in the Escrow Fund upon termination of this Agreement shall be transferred to the County.

11. If any one or more of the covenants or agreements provided in this Agreement on the part of the County or the Escrow Agent to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenant or agreement shall be deemed and construed to be severable from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Agreement.

12. This Agreement is made for the benefit of the County, the Escrow Agent and the owners from time to time of the Prior Bonds and it shall not be repealed, revoked, altered or amended without the written consent of all such owners, and the written consent of the Escrow Agent; provided however, that the County and the Escrow Agent may, without the consent of, or notice to, such owners, enter into such agreements supplemental to this Agreement as shall not adversely affect the rights of such owners and as shall not be inconsistent with the terms and provisions of this Agreement, for any one or more of the following purposes:

(a) to cure any ambiguity or formal defect or omission in this Agreement; and

(b) to grant to, or confer upon the Escrow Agent for the benefit of the owners of the Prior Bonds, any additional rights, remedies, powers or authority that may lawfully be granted to, or conferred upon, the Escrow Agent.

The Escrow Agent shall be entitled to rely exclusively upon an unqualified opinion of nationally recognized attorneys on the subject of municipal bonds with respect to compliance with this Agreement, including the extent, if any, to which any change, modification, addition or elimination affects the rights of the owners of the Prior Bonds or that any instrument executed hereunder complies with the conditions and provisions of this Section.

13. Any notice, authorization, request for consent or demand required or permitted to be given in accordance with the terms of this Agreement shall be in writing.

14. This Agreement may be executed in several counterparts, all of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.
IN WITNESS WHEREOF, the parties hereto have each caused this 2011 Escrow Deposit Agreement to be executed by their duly authorized officers as of the date first above written.

THE COUNTY OF KENDALL

By: ________________________
    Chairman of the County Board

[SEAL]
Attest:

By: ________________________
    County Clerk

AMALGAMATED BANK OF CHICAGO

By: ________________________
    Trust Officer

[SEAL]
Attest:

By: ________________________
SCHEDULE A

GOVERNMENT OBLIGATIONS
ORDINANCE NO. __________

ORDINANCE AUTHORIZING THE ISSUANCE OF NOT TO EXCEED $4,750,000 GENERAL OBLIGATION REFUNDING BONDS, ALTERNATE REVENUE SOURCE SERIES 2011, OF THE COUNTY OF KENDALL, ILLINOIS

BE IT ORDAINED BY THE COUNTY BOARD OF THE COUNTY OF KENDALL, ILLINOIS, AS FOLLOWS:

Section 1. Authority and Purpose. This ordinance is adopted pursuant to the Counties Code, 55 Illinois Compiled Statutes 5, and the Local Government Debt Reform Act, 30 Illinois Compiled Statutes 350, for the purpose of refunding $3,965,000 outstanding principal amount of General Obligation Bonds, Alternate Revenue Source Series 2002B, of The County of Kendall, Illinois (the “County”) maturing in the years 2022 and 2032 (the “Prior Bonds”).

Section 2. Findings and Determinations. It is found and determined that:

(A) On December 19, 2002, the County issued the Prior Bonds as “alternate bonds” under the provisions of Section 15 of the Local Government Debt Reform Act for the purpose of financing the construction of a new County office building including furnishings and equipment to be located at the Kendall County Government Campus in the City of Yorkville, Illinois.

(B) The County hereby determines to refund the Prior Bonds and elects to redeem the Prior Bonds on December 1, 2012 (the “Redemption Date”) at the redemption price for each Prior Bond to be redeemed equal to 100% of the principal amount thereof.

(C) The County will refund the Prior Bonds by the issuance of the General Obligation Refunding Bonds, Alternate Revenue Source Series 2011, of the County (the “2011 Bonds”) which are authorized by this ordinance. The 2011 Bonds shall be issued
as “alternate bonds” pursuant to the provisions of Section 15 of the Local Government Debt Reform Act.

(D) The County intends to deposit in the Escrow Fund to be established pursuant to the 2011 Escrow Deposit Agreement described in Section 15 of this ordinance, proceeds of the 2011 Bonds, which together with any contribution of funds of the County deposited in said Escrow Fund, will be sufficient to pay (a) the redemption price on the Prior Bonds on the Redemption Date and (b) the interest to be due on each Prior Bond on or prior to the Redemption Date.

(E) It is determined that (i) the term of the 2011 Bonds shall not be longer than the term of the Prior Bonds; and (ii) the debt service payable in any year on the 2011 Bonds shall not exceed the debt service payable in such year on the Prior Bonds.

(F) The 2011 Bonds shall be payable from (i) the sales tax receipts derived by the County from taxes (the "General Sales Taxes") imposed under the Use Tax Act, 35 Illinois Compiled Statutes 105, the Service Use Tax Act, 35 Illinois Compiled Statutes 110, the Service Occupation Tax Act, 35 Illinois Compiled Statutes 115, and the Retailer's Occupation Tax Act, 35 Illinois Compiled Statutes 120, including the 1% share of sales tax imposed in unincorporated areas of the County and the 1/4 of 1% supplemental sales tax imposed throughout the County and (ii) the state income tax receipts deposited in the Local Government Distributive Fund of the State of Illinois that are allocated and paid to the County pursuant to the State Revenue Sharing Act (collectively, the “General Tax Revenues”). The General Tax Revenues constitute a “Revenue Source” within the meaning of Section 15 of the Local Government Debt Reform Act.
(G) In order to accommodate current market practices and to provide the opportunity to sell the 2011 Bonds under the most favorable terms, the County Board hereby delegates to the Chairman of the County Board (the “Chairman”) the authority to sell the 2011 Bonds pursuant to a public sale and to determine certain details of the 2011 Bonds. All determinations delegated to the Chairman pursuant to this ordinance shall be made by the Chairman by the execution of a written bond order (the “Bond Order”). The delegated authority granted to the Chairman pursuant to this Section shall expire on December 31, 2011.

(H) In connection with the refunding plan authorized by this ordinance, the Chairman may determine to refund less than all of the Prior Bonds and may select the particular Prior Bonds to be refunded. In no event shall the 2011 Bonds be sold unless such sale shall result in a net present value debt service savings to the County of at least four percent (4%).

Section 3. Authorization and Terms of Bonds. The sum of $4,750,000 is appropriated to meet the estimated cost of refunding the Prior Bonds, including the costs of issuance of the 2011 Bonds. The 2011 Bonds are authorized to be issued and sold in an aggregate principal amount of not to exceed $4,750,000 pursuant to applicable provisions of the Local Government Debt Reform Act for the purpose of financing said appropriation. The 2011 Bonds shall be designated “General Obligation Refunding Bonds, Alternate Revenue Source Series 2011.”

The 2011 Bonds shall be issuable in the denominations of $5,000 or any integral multiple thereof and may bear such identifying numbers or letters as shall be useful to facilitate the registration, transfer and exchange of 2011 Bonds. Unless otherwise determined in the Bond Order, each 2011 Bond delivered upon the original issuance of
the 2011 Bonds shall be dated as of their date of delivery. Each 2011 Bond thereafter issued upon any transfer, exchange or replacement of 2011 Bonds shall be dated so that no gain or loss of interest shall result from such transfer, exchange or replacement.

The 2011 Bonds shall mature on December 1 in such years and in such principal amounts as shall be determined in the Bond Order, provided that no 2011 Bond shall mature later than December 1, 2032.

Each 2011 Bond shall bear interest from its date, computed on the basis of a 360 day year consisting of twelve 30 day months and payable in lawful money of the United States of America on June 1, 2012 and semiannually thereafter on each June 1 and December 1 at the rates per annum determined in the Bond Order, provided that no 2011 Bond shall bear interest at a rate exceeding six percentum (6%) per annum.

The principal of the 2011 Bonds shall be payable in lawful money of the United States of America upon presentation and surrender thereof at the corporate trust office of Amalgamated Bank of Chicago, in the City of Chicago, Illinois, which is hereby appointed as bond registrar and paying agent for the 2011 Bonds. Interest on the 2011 Bonds shall be payable on each interest payment date to the registered owners of record thereof appearing on the registration books maintained by the County for such purpose at the corporate trust office of the bond registrar, as of the close of business on the 15th day of the calendar month next preceding the applicable interest payment date. Interest on the 2011 Bonds shall be paid by check or draft mailed to such registered owners at their addresses appearing on the registration books or by wire transfer pursuant to an agreement by and between the County and the registered owner.

Pursuant to the Bond Order, the County may designated certain maturities of the Series 2011 Bonds as being subject to optional redemption upon such notice and upon
such terms as are specified in the Bond Order, provided that the redemption price to be paid upon such optional redemption may not exceed one hundred and three per cent (103%) of the principal amount to be redeemed.

Pursuant to the Bond Order, the County may designate one or more maturities of the 2011 Bonds as term bonds subject to mandatory sinking fund redemption on December 1 of such years and in such principal amounts as specified in the Bond Order.

All 2011 Bonds subject to mandatory sinking fund redemption shall be redeemed at a redemption price equal to the principal amount thereof to be redeemed. The bond registrar is hereby authorized and directed to mail notice of the mandatory sinking fund redemption of the 2011 Bonds in the manner herein provided.

Whenever 2011 Bonds subject to mandatory sinking fund redemption are redeemed at the option of the County, the principal amount thereof so redeemed shall be credited against the unsatisfied balance of future sinking fund installments or final principal amount established with respect to such 2011 Bonds, in such amounts and against such installments or final principal amount as shall be determined by the County in the proceedings authorizing such optional redemption or, in the absence of such determination, shall be credited pro-rata against the unsatisfied balance of the applicable sinking fund installments and final principal amount.

On or prior to the 60th day preceding any sinking fund installment date, the County may purchase 2011 Bonds, which are subject to mandatory redemption on such sinking fund installment date, at such prices as the County shall determine. Any 2011 Bond so purchased shall be cancelled and the principal amount thereof so purchased
shall be credited against the unsatisfied balance of the next ensuing sinking fund installment of the 2011 Bonds of the same maturity as the 2011 Bond so purchased.

In the event of the redemption of less than all the 2011 Bonds of like maturity, the aggregate principal amount thereof to be redeemed shall be $5,000 or an integral multiple thereof and the bond registrar shall assign to each 2011 Bond of such maturity a distinctive number for each $5,000 principal amount of such 2011 Bond and shall select by lot from the numbers so assigned as many numbers as, at $5,000 for each number, shall equal the principal amount of such 2011 Bonds to be redeemed. The 2011 Bonds to be redeemed shall be the 2011 Bonds to which were assigned numbers so selected; provided that only so much of the principal amount of each 2011 Bond shall be redeemed as shall equal $5,000 for each number assigned to it and so selected.

Notice of the redemption of 2011 Bonds shall be mailed not less than 30 days nor more than 60 days prior to the date fixed for such redemption to the registered owners of 2011 Bonds to be redeemed at their last addresses appearing on said registration books. The 2011 Bonds or portions thereof specified in said notice shall become due and payable at the applicable redemption price on the redemption date therein designated, and if, on the redemption date, moneys for payment of the redemption price of all the 2011 Bonds or portions thereof to be redeemed, together with interest to the redemption date, shall be available for such payment on said date, and if notice of redemption shall have been mailed as aforesaid (and notwithstanding any defect therein or the lack of actual receipt thereof by any registered owner) then from and after the redemption date interest on such 2011 Bonds or portions thereof shall cease to accrue and become payable. If there shall be drawn for redemption less than all of a 2011 Bond, the County shall execute and the bond registrar shall
authenticate and deliver, upon the surrender of such 2011 Bond, without charge to the owner thereof, in exchange for the unredeemed balance of the 2011 Bond so surrendered, 2011 Bonds of like maturity and of the denomination of $5,000 or any integral multiple thereof.

The bond registrar shall not be required to transfer or exchange any 2011 Bond after notice of the redemption of all or a portion thereof has been mailed. The bond registrar shall not be required to transfer or exchange any 2011 Bond during a period of 15 days next preceding the mailing of a notice of redemption that could designate for redemption all or a portion of such 2011 Bond.

Section 4. Approval of Offering Documents. The form of Preliminary Official Statement of the County with respect to the 2011 Bonds, in substantially the form on file in the office of the County Clerk, with such changes, omissions, insertions and revisions as the Chairman shall deem advisable, the distribution thereof to prospective purchasers and the use thereof in connection with the offering of the 2011 Bonds is authorized and approved. The Chairman may take such actions as may be required so that the Official Statement with respect to the 2011 Bonds will be "deemed final" as of its date for purposes of Securities and Exchange Commission Rule 15c2-12 promulgated under the Securities Exchange Act of 1934. The Chairman is authorized to permit the distribution of the Official Statement with such changes, omissions, insertions and revisions as she shall deem advisable.

Section 5. Sale and Delivery of 2011 Bonds. Subject to the limitations contained in this ordinance, authority is delegated to the Chairman to award the 2011 Bonds to the successful bidder, provided that the principal of and interest on the 2011
Bonds payable in each year shall not be greater than the debt service taxes levied for the applicable tax levy year pursuant to Section 12 of this ordinance.

The sale and award of the 2011 Bonds shall be evidenced by the Bond Order, which shall be signed by the Chairman. An executed counterpart of the Bond Order shall be filed in the office of the County Clerk and entered in the records of the County.

The Chairman, the County Clerk and other officials of the County are authorized and directed to do and perform, or cause to be done or performed for or on behalf of the County each and every thing necessary for the issuance of the 2011 Bonds, including the proper execution and delivery of the 2011 Bonds and the Official Statement.

Section 6. Execution and Authentication. Each 2011 Bond shall be executed in the name of the County by the manual or authorized facsimile signature of the Chairman and the corporate seal of the County, or a facsimile thereof, shall be thereunto affixed or otherwise reproduced thereon and attested by the manual or authorized facsimile signature of its County Clerk.

In case any officer whose signature, or a facsimile of whose signature, shall appear on any 2011 Bond shall cease to hold such office before the issuance of the 2011 Bond, such 2011 Bond shall nevertheless be valid and sufficient for all purposes, the same as if the person whose signature, or a facsimile thereof, appears on such 2011 Bond had not ceased to hold such office. Any 2011 Bond may be signed, sealed or attested on behalf of the County by any person who, on the date of such act, shall hold the proper office, notwithstanding that at the date of such 2011 Bond such person may not have held such office. No recourse shall be had for the payment of any 2011 Bonds against any officer who executes the 2011 Bonds.
Each 2011 Bond shall bear thereon a certificate of authentication executed manually by the bond registrar. No 2011 Bond shall be entitled to any right or benefit under this ordinance or shall be valid or obligatory for any purpose until such certificate of authentication shall have been duly executed by the bond registrar.

Section 7. Transfer, Exchange and Registry. The 2011 Bonds shall be negotiable, subject to the provisions for registration of transfer contained herein. Each 2011 Bond shall be transferable only upon the registration books maintained by the County for that purpose at the principal corporate trust office of the bond registrar, by the registered owner thereof in person or by his attorney duly authorized in writing, upon surrender thereof together with a written instrument of transfer satisfactory to the bond registrar and duly executed by the registered owner or his duly authorized attorney. Upon the surrender for transfer of any such 2011 Bond, the County shall execute and the bond registrar shall authenticate and deliver a new 2011 Bond or Bonds registered in the name of the transferee, of the same aggregate principal amount, maturity and interest rate as the surrendered 2011 Bond. 2011 Bonds, upon surrender thereof at the principal corporate trust office of the bond registrar, with a written instrument satisfactory to the bond registrar, duly executed by the registered owner or his attorney duly authorized in writing, may be exchanged for an equal aggregate principal amount of 2011 Bonds of the same maturity and interest rate and of the denomination of $5,000 or any integral multiple thereof.

For every such exchange or registration of transfer of 2011 Bonds, the County or the bond registrar may make a charge sufficient for the reimbursement of any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer, which sum or sums shall be paid by the person requesting such exchange or
transfer as a condition precedent to the exercise of the privilege of making such exchange or transfer. No other charge shall be made for the privilege of making such transfer or exchange. The provisions of the Illinois Bond Replacement Act shall govern the replacement of lost, destroyed or defaced 2011 Bonds.

The County and the bond registrar may deem and treat the person in whose name any 2011 Bond shall be registered upon the registration books as the absolute owner of such 2011 Bond, whether such 2011 Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of or interest thereon and for all other purposes whatsoever, and all such payments so made to any such registered owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon such 2011 Bond to the extent of the sum or sums so paid, and neither the County nor the bond registrar shall be affected by any notice to the contrary.

Section 8. General Obligations. The full faith and credit of the County are hereby irrevocably pledged to the punctual payment of the principal of and interest on the 2011 Bonds. The 2011 Bonds shall be direct and general obligations of the County, and the County shall be obligated to levy ad valorem taxes upon all the taxable property in the County for the payment of the 2011 Bonds and the interest thereon, without limitation as to rate or amount.

Section 9. Imposition of the General Sales Taxes. The County covenants that it will continue to impose each of the General Sales Taxes at a rate not less than the lesser of (i) the maximum rate permitted by law or (ii) the rate currently imposed.

Section 10. Pledge of General Tax Revenues. The General Tax Revenues are pledged to the payment of the 2011 Bonds. The County Board, on behalf of the County, to the extent it is empowered to do so, covenants to provide for, collect and
apply the General Tax Revenues to the payment of the 2011 Bonds and the provision of

not less than an additional .25 times the annual debt service on the 2011 Bonds.

The pledge of the General Tax Revenues herein provided for the payment of the

2011 Bonds may be made junior and subordinate to any pledge of the General Tax

Revenues hereafter made for the benefit and security of the owners of bonds of the

County payable from, or issued with respect to, such General Tax Revenues. The

County may issue additional bonds payable from, and secured by a lien on, the General

Tax Revenues, on a parity with the 2011 Bonds.

The County shall apply the General Tax Revenues in an amount that shall be

sufficient to provide for the timely payment of the principal of and interest on the 2011

Bonds as the same shall become due and payable.

Section 11. Forms of 2011 Bonds. The 2011 Bonds shall be issued as fully

registered bonds and shall be in substantially the following forms, the blanks to be

appropriately completed when the 2011 Bonds are printed:

No. _______

United States of America
State of Illinois
THE COUNTY OF KENDALL
GENERAL OBLIGATION REFUNDING BOND,
ALTERNATE REVENUE SOURCE SERIES 2011

<table>
<thead>
<tr>
<th>INTEREST RATE</th>
<th>MATURITY DATE</th>
<th>DATED DATE</th>
<th>CUSIP</th>
</tr>
</thead>
<tbody>
<tr>
<td>. %</td>
<td>___________ , 20_</td>
<td>___________ , 20_</td>
<td>_____</td>
</tr>
</tbody>
</table>

REGISTERED OWNER: Cede & Co.

PRINCIPAL AMOUNT:

THE COUNTY OF KENDALL, a political subdivision of the State of Illinois,

acknowledges itself indebted and for value received hereby promises to pay to the
registered owner of this bond, or registered assigns, the principal amount specified above on the maturity date specified above, and to pay interest on such principal amount from the date hereof at the interest rate per annum specified above, computed on the basis of a 360 day year consisting of twelve 30 day months and payable in lawful money of the United States of America on June 1, 2012 and semiannually thereafter on June 1 and December 1 in each year until the principal amount shall have been paid, to the registered owner of record hereof as of the 15th day of the calendar month next preceding such interest payment date, by wire transfer pursuant to an agreement by and between the County and the registered owner, or otherwise by check or draft mailed to the registered owner at the address of such owner appearing on the registration books maintained by the County for such purpose at the principal corporate trust office of Amalgamated Bank of Chicago, in the City of Chicago, Illinois, as bond registrar or its successor (the "Bond Registrar"). This bond, as to principal when due, will be payable in lawful money of the United States of America upon presentation and surrender of this bond at the principal corporate trust office of the Bond Registrar. The full faith and credit of the County are irrevocably pledged for the punctual payment of the principal of and interest on this bond according to its terms.

This bond is one of a series of bonds issued in the aggregate principal amount of $______________, which are authorized and issued under and pursuant to the Local Government Debt Reform Act and under and in accordance with an ordinance adopted by the County Board of the County on November 1, 2011 and entitled: "Ordinance Authorizing the Issuance of Not to Exceed $4,750,000 General Obligation Refunding Bonds, Alternate Revenue Source Series 2011, of The County of Kendall, Illinois" (the "Bond Ordinance").
This bond is an "alternate bond" issued pursuant to Section 15 of the Local Government Debt Reform Act and is also secured by a pledge of (i) the sales tax receipts derived by the County from taxes imposed under the Use Tax Act, 35 Illinois Compiled Statutes 105, the Service Use Tax Act, 35 Illinois Compiled Statutes 110, the Service Occupation Tax Act, 35 Illinois Compiled Statutes 115, and the Retailer's Occupation Tax Act, 35 Illinois Compiled Statutes 120, including the 1% share of sales tax imposed in unincorporated areas of the County and the 1/4 of 1% supplemental sales tax imposed throughout the County and (ii) the state income tax receipts deposited in the Local Government Distributive Fund of the State of Illinois that are allocated and paid to the County pursuant to the State Revenue Sharing Act, in each case, to the extent, and in the manner, provided in the Local Government Debt Reform Act and the Bond Ordinance.

The bonds of such series maturing on or after December 1, 20__ are subject to redemption prior to maturity at the option of the County and upon notice as herein provided, in such principal amounts and from such maturities as the County shall determine and by lot within a single maturity, on December 1, 20__ and on any date thereafter, at a redemption price equal to the principal amount thereof to be redeemed.

The bonds of such series maturing in the years 20__, 20__ and 20__ (the "Term Bonds") are subject to mandatory redemption, in part and by lot, on December 1 of the years and in the respective principal amounts set forth in the following tables, by the application of sinking fund installments, at a redemption price equal to the principal amount thereof to be redeemed:
Notice of the redemption of bonds will be mailed not less than 30 days nor more than 60 days prior to the date fixed for such redemption to the registered owners of bonds to be redeemed at their last addresses appearing on such registration books. The bonds or portions thereof specified in said notice shall become due and payable at the applicable redemption price on the redemption date therein designated, and if, on the redemption date, moneys for payment of the redemption price of all the bonds or portions thereof to be redeemed, together with interest to the redemption date, shall be available for such payment on said date, and if notice of redemption shall have been mailed as aforesaid (and notwithstanding any defect therein or the lack of actual receipt thereof by any registered owner) then from and after the redemption date interest on such bonds or portions thereof shall cease to accrue and become payable.

This bond is transferable only upon such registration books by the registered owner hereof in person, or by his attorney duly authorized in writing, upon surrender hereof at the principal corporate trust office of the Bond Registrar together with a written instrument of transfer satisfactory to the Bond Registrar duly executed by the registered owner or by his duly authorized attorney, and thereupon a new registered bond or bonds, in the authorized denominations of $5,000 or any integral multiple thereof and of the same aggregate principal amount, maturity and interest rate as this bond shall be issued to the transferee in exchange therefor. In like manner, this bond may be exchanged for an equal aggregate principal amount of bonds of the same maturity and
interest rate and of any of such authorized denominations. The County or the Bond Registrar may make a charge sufficient for the reimbursement of any tax, fee or other governmental charge required to be paid with respect to the transfer or exchange of this bond. No other charge shall be made for the privilege of making such transfer or exchange. The County and the Bond Registrar may treat and consider the person in whose name this bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal and interest due hereon and for all other purposes whatsoever.

This bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been duly executed by the Bond Registrar.

It is hereby certified, recited and declared that this bond is issued in part pursuant to the Local Government Debt Reform Act, that all acts, conditions and things required to be done, exist and be performed precedent to and in the issuance of this bond in order to make it a legal, valid and binding obligation of the County have been done, exist and have been performed in regular and due time, form and manner as required by law, and that the series of bonds of which this bond is one, together with all other indebtedness of the County, is within every debt or other limit prescribed by law.
IN WITNESS WHEREOF, The County of Kendall has caused this bond to be executed in its name and on its behalf by the manual or facsimile signature of the Chairman of its County Board, and its corporate seal, or a facsimile thereof, to be hereunto affixed or otherwise reproduced hereon and attested by the manual or facsimile signature of its County Clerk.

Dated: ______________, 2011

THE COUNTY OF KENDALL

______________________________
Chairman, County Board

Attest:

CERTIFICATE OF AUTHENTICATION

This bond is one of the General Obligation Refunding Bonds, Alternate Revenue Source Series 2011, described in the within mentioned Ordinance.

AMALGAMATED BANK OF CHICAGO,
as Bond Registrar

By ____________________________
Authorized Signer
Section 12. Levy and Extension of Taxes. (A) For the purpose of providing the money required to pay the interest on the 2011 Bonds when and as the same falls due and to pay and discharge the principal thereof as the same shall mature (including any mandatory sinking fund installments), there is hereby levied upon all the taxable property in the County, in each year while any of the 2011 Bonds shall be outstanding, a direct annual tax sufficient for that purpose in addition to all other taxes, as follows:

<table>
<thead>
<tr>
<th>Tax Levy Year</th>
<th>A Tax Sufficient to Produce</th>
</tr>
</thead>
<tbody>
<tr>
<td>2011</td>
<td>$293,356</td>
</tr>
<tr>
<td>2012</td>
<td>294,850</td>
</tr>
<tr>
<td>2013</td>
<td>299,900</td>
</tr>
<tr>
<td>2014</td>
<td>299,400</td>
</tr>
<tr>
<td>2015</td>
<td>303,625</td>
</tr>
<tr>
<td>2016</td>
<td>307,300</td>
</tr>
<tr>
<td>2017</td>
<td>310,425</td>
</tr>
<tr>
<td>2018</td>
<td>313,000</td>
</tr>
<tr>
<td>2019</td>
<td>315,025</td>
</tr>
<tr>
<td>2020</td>
<td>321,500</td>
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<tr>
<td>2021</td>
<td>322,150</td>
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<tr>
<td>2022</td>
<td>327,250</td>
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<td>332,500</td>
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<td>2025</td>
<td>336,000</td>
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<tr>
<td>2026</td>
<td>344,250</td>
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<td>2027</td>
<td>346,500</td>
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<tr>
<td>2028</td>
<td>348,000</td>
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<tr>
<td>2029</td>
<td>353,750</td>
</tr>
<tr>
<td>2030</td>
<td>358,500</td>
</tr>
<tr>
<td>2031</td>
<td>362,250</td>
</tr>
</tbody>
</table>

(B) Interest or principal coming due at any time when there shall be insufficient funds on hand to pay the same shall be paid promptly when due from current funds on hand in advance of the collection of the taxes herein levied; and when said taxes shall have been collected, reimbursement shall be made to the said funds in the amounts thus advanced.
(C) After the sale of the 2011 Bonds and the execution of the Bond Order, an executed copy of the Bond Order and a copy of this ordinance shall be filed with and certified by the County Clerk, which certificate shall recite that this ordinance has been duly adopted, and the County Clerk is hereby directed to ascertain the rate per cent required to produce the aggregate tax hereinbefore provided to be levied in the years 2011 to 2031, inclusive, and subject to adjustment as provided in paragraph (D) of this Section to extend the same for collection on the tax books in connection with other taxes levied in said years, in and by the County for general corporate purposes of the County, and in said years such annual tax shall be levied and collected in like manner as taxes for general corporate purposes for said years are levied and collected and, when collected, the moneys received by the County from such taxes (the "Tax Receipts") shall be used for the purpose of paying the principal of and interest on the 2011 Bonds as the same become due and payable.

(D) In the event that 2011 Bonds are to be issued in principal amounts and bearing interest such that for any tax levy year an amount less than that set forth in paragraph (A) of this Section is required to be produced to pay when due the principal of and interest on the 2011 Bonds, then the County Treasurer is authorized and directed to file with the County Clerk, on or prior to the delivery of the 2011 Bonds, a direction for abatement of taxes specifying the exact amount of taxes to be levied to produce the required amounts for each of the various tax levy years.

(E) After the issuance of the 2011 Bonds, the County shall not abate the debt service taxes levied pursuant to this Section or take any action to restrict the extension and collection of those taxes except that the County may abate any such debt service taxes for any tax levy year to the extent that, at the time of such abatement, moneys
then held in the 2011 Debt Service Fund established by this ordinance, or otherwise held in trust for the payment of debt service on the 2011 Bonds, together with the amount to be extended for collection taking into account the proposed abatement, will be sufficient to provide for the punctual payment of the principal of and interest on the 2011 Bonds otherwise payable from the debt service taxes levied for such tax levy year.

(F) The County covenants and agrees with the registered and beneficial owners of the 2011 Bonds that the County will take no action, or fail to take any action, which in any way would adversely affect the ability of the County to impose the General Sales Taxes and collect and receive the receipts constituting the General Tax Revenues or, except for the abatement of tax levies as permitted by this Section, to levy and collect the annual taxes levied pursuant to this Section (the “Pledged Taxes”).

Section 13. Debt Service Fund. The Pledged Taxes are appropriated and set aside for the purpose of paying principal of and interest on the 2011 Bonds when and as the same come due. The Pledged Taxes and all other monies to be used for the payment of principal of and interest on the 2011 Bonds, including the General Tax Revenues, if and when received, shall be deposited in the “2011 Debt Service Fund”, which is hereby established as a special fund of the County and shall be administered as a bona fide debt service fund under the Internal Revenue Code of 1986.

On or before December 30th of each year, the County shall deposit into the 2011 Debt Service Fund, from the Revenue Source, the amount required so that the sum held in the 2011 Debt Service Fund after such deposit shall be sufficient to provide for the punctual payment of the principal of and interest on the 2011 Bonds that will become due and payable on and prior to the 1st day of December next ensuing.
The moneys deposited or to be deposited into the 2011 Debt Service Fund, including the General Tax Revenues and the Tax Receipts, are pledged as security for the payment of the principal of and interest on the 2011 Bonds to the extent and in the manner provided in this ordinance. The pledge is made pursuant to Section 13 of the Local Government Debt Reform Act and shall be valid and binding from the date of issuance of the 2011 Bonds. All such Revenue Source, to the extent and in the manner provided in this ordinance, all such Tax Receipts and the moneys held in the 2011 Debt Service Fund shall immediately be subject to the lien of such pledge without any physical delivery or further act and the lien of such pledge shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the County irrespective of whether such parties have notice thereof.

Section 14. Taxes Levied For Prior Bonds. The County Treasurer shall file with the County Clerk a certificate listing the Prior Bonds and the taxes theretofore levied for the 2011 tax levy year and subsequent tax levy years for the payment of the principal of and interest on the Prior Bonds and said certificate shall direct the abatement of such taxes.

Section 15. Escrow Deposit Agreement. The form of 2011 Escrow Deposit Agreement dated as of December 1, 2011 (or such other date as may be determined in the Bond Order), by and between the County and Amalgamated Bank of Chicago, as escrow agent (the "Escrow Agent"), on file in the office of the County Clerk and presented at this meeting, is hereby approved. The proper officers of the County are authorized and directed to execute and deliver the 2011 Escrow Deposit Agreement on behalf of the County.
Section 16. Application of Proceeds. The proceeds of sale of the 2011 Bonds (exclusive of accrued interest) shall be applied as follows:

1. To the Escrow Fund maintained under the 2011 Escrow Deposit Agreement the amount that, together with any contribution of funds of the County, will be sufficient to pay the redemption price of each Prior Bond on December 1, 2012 and the interest to become due on each Prior Bond on or prior to December 1, 2012.

2. To the 2011 Expense Fund established by this ordinance, the amount of such proceeds of sale remaining after making the foregoing payment.

Section 17. Expense Fund. The "2011 Expense Fund" is hereby established as a special fund of the County. Moneys in the 2011 Expense Fund shall be used for the payment of the costs of issuance of the 2011 Bonds and costs of refunding the Prior Bonds, but may be reappropriated and used for other purposes if such reappropriation is permitted under Illinois law and will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the 2011 Bonds.

Section 18. Investment Regulations. No investment shall be made of any moneys in the 2011 Debt Service Fund, the 2011 Escrow Fund or the 2011 Expense Fund except in accordance with the tax covenants set forth in Section 19 of this ordinance. All income derived from such investments in respect of moneys or securities in any Fund shall be credited in each case to the Fund in which such moneys or securities are held.

Any moneys in any Fund that are subject to investment yield restrictions may be invested in United States Treasury Securities, State and Local Government Series, pursuant to the regulations of the United States Treasury Department, Bureau of Public
Debt, or in any tax-exempt bond that is not an “investment property” within the meaning of Section 148(b)(2) of the Internal Revenue Code of 1986. The County Treasurer and agents designated by her are hereby authorized to submit, on behalf of the County, subscriptions for such United States Treasury Securities and to request redemption of such United States Treasury Securities.

Section 19. Tax Covenants. The County shall not take, or omit to take, any action lawful and within its power to take, which action or omission would cause interest on any 2011 Bond to become subject to federal income taxes in addition to federal income taxes to which interest on such 2011 Bond is subject on the date of original issuance thereof.

The County shall not permit any of the proceeds of the 2011 Bonds, or any facilities financed with such proceeds, to be used in any manner that would cause any 2011 Bond to constitute a “private activity bond” within the meaning of Section 141 of the Internal Revenue Code of 1986.

The County shall not permit any of the proceeds of the 2011 Bonds or other moneys to be invested in any manner that would cause any 2011 Bond to constitute an “arbitrage bond” within the meaning of Section 148 of the Internal Revenue Code of 1986 or a “hedge bond” within the meaning of Section 149(g) of the Internal Revenue Code of 1986.

The County shall comply with the provisions of Section 148(f) of the Internal Revenue Code of 1986 relating to the rebate of certain investment earnings at periodic intervals to the United States of America.

Section 20. Bank Qualified Designation. The County hereby designates the 2011 Bonds as “qualified tax-exempt obligations” as defined in Section 265(b)(3)(B) of
the Internal Revenue Code of 1986. The County represents that the reasonably anticipated amount of tax-exempt obligations that are required to be taken into account for the purpose of Section 265(b)(3)(C) of the Code and will be issued by or on behalf of the County and all subordinate entities of the County during 2011 does not exceed $10,000,000. The County covenants that it will not designate and issue more than $10,000,000 aggregate principal amount of tax-exempt obligations in the year in which the 2011 Bonds are issued. For purposes of the two preceding sentences, the term “tax-exempt obligations” includes “qualified 501(c)(3) bonds” (as defined in Section 145 of the Internal Revenue Code of 1986) but does not include other “private activity bonds” (as defined in Section 141 of the Internal Revenue Code of 1986).

Section 21. Continuing Disclosure. For the benefit of the beneficial owners of the 2011 Bonds, the County covenants and agrees to provide to the Municipal Securities Rulemaking Board (the “MSRB”) for disclosure on the Electronic Municipal Market Access (“EMMA”) system, in an electronic format as prescribed by the MSRB, (i) an annual report containing certain financial information and operating data relating to the County and (ii) timely notices of the occurrence of certain enumerated events. All documents provided to the MSRB shall be accompanied by identifying information as prescribed by the MSRB.

The annual report shall be provided to the MSRB for disclosure on EMMA within 210 days after the close of the County’s fiscal year. The information to be contained in the annual report shall consist of the annual audited financial statement of the County and such additional information as noted in the Official Statement under the caption “Continuing Disclosure.” Each annual audited financial statement will conform to generally accepted accounting principles applicable to governmental units and will be

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prepared in accordance with standards of the Governmental Accounting Standards Board. If the audited financial statement is not available, then an unaudited financial statement shall be included in the annual report and the audited financial statement shall be provided promptly after it becomes available.

The County, in a timely manner not in excess of ten business days after the occurrence of the event, shall provide notice to the MSRB for disclosure on EMMA of any failure of the County to provide any such annual report within the 210 day period and of the occurrence of any of the following events with respect to the 2011 Bonds: (1) principal and interest payment delinquencies; (2) non-payment related defaults, if material; (3) unscheduled draws on debt service reserves reflecting financial difficulties; (4) unscheduled draws on credit enhancements reflecting financial difficulties; (5) substitution of credit or liquidity providers, or their failure to perform; (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax-exempt status of the 2011 Bonds, or other events affecting the tax-exempt status of the 2011 Bonds; (7) modifications to rights of bondholders, if material; (8) 2011 Bond calls, if material; (9) defeasances; (10) release, substitution or sale of property securing repayment of the 2011 Bonds, if material; (11) rating changes; (12) tender offers; (13) bankruptcy, insolvency, receivership or similar event of the County; (14) the consummation of a merger, consolidation, or acquisition involving the County or the sale of all or substantially all of the assets of the County, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to
its terms, if material; and (15) appointment of a successor or additional trustee or the change of name of a trustee, if material. For the purposes of the event identified in clause (13), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the County in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the County, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan or reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the County.

It is found and determined that the County has agreed to the undertakings contained in this Section in order to assist participating underwriters of the 2011 Bonds and brokers, dealers and municipal securities dealers in complying with Securities and Exchange Commission Rule 15c2-12(b)(5) promulgated under the Securities Exchange Act of 1934. The County Administrator is authorized and directed to do and perform, or cause to be done or performed, for or on behalf of the County, each and every thing necessary to accomplish the undertakings of the County contained in this Section for so long as said Rule 15c2-12(b)(5) is applicable to the 2011 Bonds and the County remains an "obligated person" under the Rule with respect to the 2011 Bonds.

The undertakings contained in this Section may be amended by the County upon a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of the obligated person, or type of
business conducted, provided that (a) the undertaking, as amended, would have
complied with the requirements of Rule 15c2-12(b)(5) at the time of the primary offering,
after taking into account any amendments or interpretations of the Rule, as well as any
change in circumstances and (b) in the opinion of nationally recognized bond counsel
selected by the County, the amendment does not materially impair the interests of the
beneficial owners of the 2011 Bonds.

Section 22. Bond Registrar. The County covenants that it shall at all times
retain a bond registrar with respect to the 2011 Bonds, that it will maintain at the
designated office of such bond registrar a place where 2011 Bonds may be presented
for payment and registration of transfer or exchange and that it shall require that the
bond registrar maintain proper registration books and perform the other duties and
obligations imposed upon the bond registrar by this ordinance in a manner consistent
with the standards, customs and practices of the municipal securities business.

The bond registrar shall signify its acceptance of the duties and obligations
imposed upon it by this ordinance by executing the certificate of authentication on any
2011 Bond, and by such execution the bond registrar shall be deemed to have certified
to the County that it has all requisite power to accept, and has accepted such duties and
obligations not only with respect to the 2011 Bond so authenticated but with respect to
all the 2011 Bonds. The bond registrar is the agent of the County and shall not be liable
in connection with the performance of its duties except for its own negligence or default.
The bond registrar shall, however, be responsible for any representation in its certificate
of authentication on the 2011 Bonds.

The County may remove the bond registrar at any time. In case at any time the
bond registrar shall resign or shall be removed or shall become incapable of acting, or
shall be adjudged a bankrupt or insolvent, or if a receiver, liquidator or conservator of
the bond registrar, or of its property, shall be appointed, or if any public officer shall take
charge or control of the bond registrar or of its property or affairs, the County covenants
and agrees that it will thereupon appoint a successor bond registrar. The County shall
mail notice of any such appointment made by it to each registered owner of 2011 Bonds
within twenty days after such appointment.

Section 23. Book-Entry System. In order to provide for the initial issuance of
the 2011 Bonds in a form that provides for a system of book-entry only transfers, the
ownership of one fully registered 2011 Bond for each maturity, in the aggregate
principal amount of such maturity, shall be registered in the name of Cede & Co., as a
nominee of The Depository Trust Company, as securities depository for the 2011
Bonds. The County Administrator is authorized to execute and deliver on behalf of the
County such letters to, or agreements with, the securities depository as shall be
necessary to effectuate such book-entry system.

In case at any time the securities depository shall resign or shall become
incapable of acting, then the County shall appoint a successor securities depository to
provide a system of book-entry only transfers for the 2011 Bonds, by written notice to
the predecessor securities depository directing it to notify its participants (those persons
for whom the securities depository holds securities) of the appointment of a successor
securities depository.

If the system of book-entry only transfers for the 2011 Bonds is discontinued,
then the County shall issue and the bond registrar shall authenticate, register and
deliver to the beneficial owners of the 2011 Bonds, bond certificates in replacement of
such beneficial owners' beneficial interests in the 2011 Bonds, all as shown in the records maintained by the securities depository.

**Section 24. Defeasance and Payment of 2011 Bonds.** (A) If the County shall pay or cause to be paid to the registered owners of the 2011 Bonds, the principal, redemption premium, if any, and interest due or to become due thereon, at the times and in the manner stipulated therein and in this ordinance, then the pledge of the Revenue Source, moneys, securities and funds hereby pledged and the covenants, agreements and other obligations of the County to the registered owners and the beneficial owners of the 2011 Bonds shall be discharged and satisfied.

(B) Any 2011 Bonds, whether at or prior to the maturity or the redemption date of such 2011 Bonds, shall be deemed to have been paid within the meaning of this Section if (1) in case any such 2011 Bonds are to be redeemed prior to the maturity thereof, there shall have been taken all action necessary to call such 2011 Bonds for redemption and notice of such redemption shall have been duly given or provision shall have been made for the giving of such notice, and (2) there shall have been deposited in trust with a bank, trust company or national banking association acting as fiduciary for such purpose either (i) moneys in an amount which shall be sufficient, or (ii) "Federal Obligations" as defined in paragraph (C) of this Section, the principal of and the interest on which when due will provide moneys which, together with any moneys on deposit with such fiduciary at the same time for such purpose, shall be sufficient, to pay when due the principal of, redemption premium, if any, and interest due and to become due on said 2011 Bonds on and prior to the applicable redemption date or maturity date thereof.
(C) As used in this Section, the term "Federal Obligations" means (i) non-callable, direct obligations of the United States of America, (ii) non-callable and non-prepayable, direct obligations of any agency of the United States of America, which are unconditionally guaranteed by the United States of America as to full and timely payment of principal and interest, (iii) non-callable, non-prepayable coupons or interest installments from the securities described in clause (i) or clause (ii) of this paragraph, which are stripped pursuant to programs of the Department of the Treasury of the United States of America, or (iv) coupons or interest installments stripped from bonds of the Resolution Funding Corporation.

Section 25. Ordinance to Constitute a Contract. The provisions of this ordinance shall constitute a contract between the County and the registered owners of the 2011 Bonds. Any pledge made in this ordinance and the provisions, covenants and agreements herein set forth to be performed by or on behalf of the County shall be for the equal benefit, protection and security of the owners of any and all of the 2011 Bonds. All of the 2011 Bonds, regardless of the time or times of their issuance, shall be of equal rank without preference, priority or distinction of any of the 2011 Bonds over any other thereof except as expressly provided in or pursuant to this ordinance.

This ordinance shall constitute full authority for the issuance of the 2011 Bonds and to the extent that the provisions of this ordinance conflict with the provisions of any other ordinance or resolution of the County, the provisions of this ordinance shall control. If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.
Section 26. Effective Date. This ordinance shall become effective upon its adoption.

Adopted this 1st day of November, 2011, by roll call vote as follows:

Ayes:

Nays:

(SEAL)

Attest:

__________________________________________
County Clerk
CERTIFICATE

I, Debbie Gillette, County Clerk of The County of Kendall, Illinois, hereby certify that the foregoing ordinance entitled: "Ordinance Authorizing the Issuance of Not to Exceed $4,750,000 General Obligation Refunding Bonds, Alternate Revenue Source Series 2011, of The County of Kendall, Illinois," is a true copy of an original ordinance that was duly adopted by the recorded affirmative votes of a majority of the members of the County Board at a meeting thereof that was duly called and held at 9:00 a.m. on November 1, 2011, at the County Board Room, in the County Office Building, 111 West Fox Street, in Yorkville, Illinois, and at which a quorum was present and acting throughout, and that said copy has been compared by me with the original ordinance recorded in the records of the County and that it is a correct transcript thereof and of the whole of said ordinance, and that said ordinance has not been altered, amended, repealed or revoked, but is in full force and effect.

I further certify that the agenda for said meeting included the ordinance as a matter to be considered at the meeting and that said agenda was posted at least 48 hours in advance of the holding of the meeting in the manner required by the Open Meetings Act, 5 Illinois Compiled Statutes 120.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the County, this __________ day of November, 2011.

______________________________
County Clerk

(SEAL)