

**KENDALL COUNTY BOARD
AGENDA
ADJOURNED SEPTEMBER MEETING**

**Kendall County Office Building, Rooms 209 & 210
Tuesday, January 5, 2010 at 6:00 p.m.**

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. Citizens to be Heard
8. Correspondence and Communications -- County Clerk
9. New Business
 - A. Agreement with Voluntary Action Center
10. Old Business
 - A. Amendment to Board Rules of Order
 - B. Document fees pursuant to FOIA
 - C. * Date for Solid Waste Plan Update Public Hearing
11. Standing Committees
 - A. Judicial / Legislative Committee
 - B. Animal Control
 - C. Budget & Finance
 - D. Standing Committee Minutes Approval
12. Special Committee and Other Liaison Reports
 - A. Courthouse Ad Hoc Committee
13. Chairman's Report
 - A. Appointments
Plan Commission – Bud Wormley – 3 Year Term – January 2013
14. Executive Session
15. Other Business
16. Citizens to be Heard
17. Questions from the Press
18. Adjournment

* Agenda Item Added 01-04-10

Kendall County Calendar
2nd

January 2010

January 2010							February 2010						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
3	4	5	6	7	8	9	7	8	9	10	11	12	13
10	11	12	13	14	15	16	14	15	16	17	18	19	20
17	18	19	20	21	22	23	21	22	23	24	25	26	27
24	25	26	27	28	29	30	28						
31													

	Monday	Tuesday	Wednesday	Thursday	Friday
Dec 28	29	30	31	Jan 1, 10	
				<div style="border: 1px solid black; padding: 2px; background-color: #e0ffe0;">County Offices Closed</div> <div style="border: 1px solid black; padding: 2px; background-color: #e0ffe0;">VIEW POSTED AGENDAS BY CLICKING C</div>	
4	5	6	7	8	
9:00am	Board of Review; 3rd Floor COB				To Mar 31 →
9:00am Board of Review Hearings; 3rd Floor 9:00am ZPAC; County Board Room 4:00pm Facilities Mgt; County Board Room	4:00pm Hoover Ad Hoc; County Board Room 6:00pm County Board ; CBR 6:00pm Forest Preserve; County Board Room		VOUCHERS DUE	2:00pm Labor & Grievance; County Board R 4:00pm Administration HR; County Board F	
11	12	13	14	15	
	Board of Review; 3rd Floor COB				To Mar 31 →
4:00pm Public Safety; PSC 6:30pm PBZ; County Board Room	9:00am Administration - Revenue; 3rd Floor 4:00pm Highway Committee; Highway Dept	2:00pm KenCom Operations Board; PSC 3:30pm Courthouse Ad Hoc; Courthouse - C 4:30pm PBC; County Board Room 5:30pm Forest Preserve; County Board Room	2:30pm Finance Committee; County Board F 4:00pm COW; County Board Room		
18	19	20	21	22	
	Board of Review; 3rd Floor COB				To Mar 31 →
County Closed	9:00am County Board; County Board Room 9:00am Forest Preserve; County Board Room 7:00pm Board of Health ; 811 W John St.	9:00am Animal Control; Fac Mgt Conference 3:30pm Health & Environment; County Boar 7:00pm Historic Preservation; County Board	VOUCHERS DUE		
25	26	27	28	29	
	Board of Review; 3rd Floor COB				To Mar 31 →
	5:30pm F.P. Finance & Operations; County I 7:00pm ZBA; County Board Room	3:00pm Jud/Legis; Courthouse - Courtroom 3:30pm Courthouse Ad Hoc; Courthouse - C 5:00pm Zoning Ad Hoc; County Board Room 7:00pm RPC; County Board Room	8:00am Finance Committee; County Board F 1:00pm Stormwater Planning; County Board		
Feb 1	2	3	4	5	

Voluntary Action Center of DeKalb County
1606 Bethany Rd.
Sycamore, IL 60178
(815) 758-3932

1. VAC is a not for profit, tax exempt organization which was incorporated in the State of Illinois on January 11, 1974. VAC has a 501 (c) (3) designation with the IRS. VAC has been a provider of community transportation services in DeKalb County for 32 years and the provider of public transportation services in DeKalb County for more than 25 years. VAC operates a number of paratransit, route deviation, and subscription services to and from local community facilities and resources with the TransVAC service and paratransit services to and from medical appointment destinations outside of the county through the MedVAC service. TransVAC is available Monday - Friday from 7:00 a.m. - 11:00 p.m. while MedVAC is available seven days per week, 24 hours per day.

We utilize a combination of volunteer and paid drivers in the provision of the service. VAC strives to provide community and public transportation services at a high level of professionalism, utilizing "best practices" in all phases of transit operation and management.

VAC began providing community transportation services in DeKalb County in 1974. With a group of volunteer drivers and one van, 7,100 paratransit rides were provided to transit dependent persons in that first year. As the agency evolved and as funding opportunities became available, VAC grew and expanded. By 1976, VAC was a coordinated provider of human service transportation. In 1981, VAC received its first federal public transit grant, which at the time was a federal demonstration grant to develop public transit in non-urbanized areas. The demonstration program became the Section 18 program and then the Section 5311 program. VAC has continued to be funded under this program; for many years as a pass through grantee / operator for the City of DeKalb, and for the past four years as a pass through grantee / operator for DeKalb County.

In 1986, DeKalb County and VAC applied for grant to UMTA (now FTA) to build a transit facility. The grant was approved, with VAC provided the matching funds required in the form of three acres of land donated to VAC. The facility was built and continues to serve as the operations, maintenance, and administrative facility for VAC's community and public transportation services. The facility made it possible for VAC to achieve new efficiency in the provision of service as well as significantly improved coordination of human service, and public transportation services.

As a result of the 2000 Census, a portion of DeKalb County was determined to be urbanized by the FTA. As a result of the urbanized designation, a portion of the Section 5311 funds were no longer available to provide service in the urbanized area. In addition, the City of DeKalb was no longer eligible to be the Section 5311 grantee.

In 2003, the City of DeKalb received its first appropriation of federal Section 5307 funds, which are federal funds for urban transit. These funds replaced a portion of the Section 5311 grant

which was being used to provide transit in the newly urbanized area. Through a contractual relationship with the City of DeKalb, VAC became the first provider of urbanized transit services in the newly created urbanized area. As a result of the new grant, VAC was able to continue to provide existing services in the urbanized area and continues to do so.

In 2003, VAC requested that DeKalb County Government become the new Section 5311 grantee, and after a number of meetings with county officials, they agreed. DeKalb County agreed to pass the grant through to VAC, and we continue to be the provider of non-urbanized service in DeKalb County as well.

In FY 2006, the City of DeKalb received an appropriation from the Illinois General Assembly for a grant under the Illinois Downstate Operating Assistance Program (DOAP). Spearheaded by a VAC advocacy effort of nearly five years, and with the support of many community leaders, the City of DeKalb became one of the newest additions to DOAP in many years. The DOAP grant has made it possible to defer Section 5307 funds to be used for capital needs, while using the new state grant for operating needs. As a result of a contractual relationship with the City of DeKalb, VAC became the first provider of services through the Illinois DOAP.

As a result of the new state grant, VAC was able to provide expanded paratransit, route deviation, and subscription services in the urbanized area while continuing to provide service in the non-urbanized part of the county. VAC's success in coordinating these federal grants, the new state grant, and human service transportation makes it possible to provide efficient and affordable transit services throughout the county. VAC's transportation services in DeKalb County are one of the largest coordinated systems in the state, and are highly regarded by other operators, state associations, and state agencies in Illinois.

2. VAC is currently managing service projects utilizing grants from the following sources:

Federal Transit Administration: 5307 (contractually with the City of DeKalb)
Federal Transit Administration: 5311 (pass - through from DeKalb County)
Illinois Department of Transportation: Consolidated Vehicle Procurement Program
Illinois Department of Human Services: Title XX
Illinois Department on Aging: Title III-B, III-C
Grants from multiple units of local government including DeKalb County, City of DeKalb, City of Sycamore, DeKalb Township and Sycamore Township

3. VAC operates door to door, demand response paratransit services and route deviation services throughout DeKalb County. The same kinds of services will be provided in Kendall County.

4. VAC has managed the grants listed in #2 above for more than 35 years. We are considered a "best practices" provider by the Illinois Department of Transportation. Management of these grants includes administrative, financial and operating components.

AGREEMENT

This Agreement between Kendall County, Illinois, hereinafter referred to as the "County" and Voluntary Action Center, hereinafter referred to as the "Contractor".

WITNESSETH

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

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

1. **Effective Date.** Contractor hereby agrees to operate a demand-response and flexible route transit system on the behalf of the County. The system will be commonly known as Kendall Area Transit ("KAT").
2. **Service Area.** The County does hereby authorize the Contractor to provide community and public transportation services within the limits of Kendall County. With prior specification by the County, Contractor will serve destinations outside Kendall County within sponsor municipalities and make connections to other transit service providers outside Kendall County, Illinois.
3. **Termination Date.**
 - a. This Agreement shall remain in effect for three (3) years following the parties' execution of this Agreement. However, this Agreement may be terminated before the three (3) year period expires if the County provides thirty (30) days advance written notice to the Contractor of its intent to terminate this Agreement.
 - b. The Contractor shall have the right to terminate this Agreement before the three (3) year period expires if the Contractor provides one hundred eighty (180) days prior written notice to the County of its intent to terminate this Agreement, except in the event that the County passes an ordinance regulating or taxing Contractor, in which case, Contractor shall have the right to terminate this Agreement upon giving five (5) days prior written notice to the County.
 - c. Notwithstanding any other provisions herein, this Agreement shall terminate immediately upon written notice if the County no longer receives funding through the Downstate Operating Assistance Program (DOAP).

Section B. Operations

1. The Contractor's goal is to annually provide approximately 75,000 one-way passenger trips of demand-response and flexible route transit service to the service area including destinations outside Kendall County within sponsor municipalities, and connections to other transit service providers, that serve the counties of DeKalb, Kane, Grundy, LaSalle and Will including METRA and PACE.
2. The Contractor shall provide demand-response and flexible route transit services as set forth in this Agreement from 7AM to 7PM, Monday through Friday. Both parties agree that the hours and days of operation may vary and/or change by mutual written agreement of both parties as local, state, and federal funding allows.
3. The Contractor agrees to furnish full and complete management, supervisory and operational services that are reasonably required for the public transit services contemplated by this Agreement.
4. The Contractor shall furnish a resident manager with experience in the operation of a community/public transportation system and familiar with the KAT service area and other transit service providers.
5. Vehicles for operation of the community/public transportation shall be provided by the County to the Contractor under the terms of the attached Vehicle Lease Agreement (**Exhibit A**).

Section C. Contractor's General Obligations

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

1. **Transportation Operation including:**
 - a. Supervision of all transit personnel employed by the Contractor.
 - b. Securing all insurance coverage required by State and County, and handling all matters with contractor's insurance carriers, and County staff and County insurance carriers as it pertains to vehicle claims.
 - c. Direction and supervision of all accounting, bookkeeping, auditing and purchasing related to this agreement to service the KAT service area and connections to other transit service providers.
 - d. In partnership with County, soliciting funding and service contracts with local agencies.
2. **Schedule Operations including:**
 - a. Studying and recommending changes in operating schedules, headway frequencies, transfer methods, and other related transit operations.

- b. Seeking consensus of the County and County's Service Advisory Committee prior to making changes to operating schedules, headway frequencies, transfer methods, and other related transit operations.
 - c. Posting and promoting service schedules.
3. **Employee Selection, Safety and Training including:**
- a. Direction and supervision of the selection of all transportation personnel employed by the Contractor.
 - b. Direction and supervision of said employees' training as needed.
 - c. Direction and supervision of safety programs, safety meetings, and campaigns and use of safety equipment for the Contractor's personnel.
4. **Required Reporting and budgeting on behalf of the County including:**
- a. Contractor will provide all reports pertaining to KAT required of the County by State of Illinois, Illinois Department of Transportation, Federal agencies, and Regional Transportation Authority.
 - b. Contractor will provide reports required of the County, including, but not limited to, the number of rides, riders, miles, costs per trip/ mile, age of riders, special needs riders, low income riders, rides in each municipality.
 - c. Contractor will complete operating budgets and required submittals required to seek and receive State and Federal funding through programs such as 5311, Downstate Operating Assistance Program, Job Access Reverse Commute (JARC) and New Freedom (NF).

Section D. General Requirements

- 1. Contractor shall employ and furnish such personnel as shall be reasonably required for the efficient and economical operation of the transit system. Contractor agrees that all services to be undertaken by Contractor shall be carried out by competent and properly trained personnel of Contractor to the highest standards and to the satisfaction of the County.
- 2. Contractor shall furnish tools, service equipment, office supplies, and materials as may be reasonably required to properly and efficiently manage, supervise, and operate said transit system.
- 3. The County will insure the county-owned vehicles leased to the Contractor, which are identified in the attached Exhibit "B". However, the Contractor shall secure, pay for, and maintain throughout the period during which bus service is provided hereunder, general liability insurance with minimum limits of coverage of \$300,000 per person and \$1,000,000 per occurrence for bodily injury and \$100,000 per occurrence for property damage, with medical payments coverage of at least \$250 per person. This coverage shall name Kendall County as an additional insured, with its members, representatives, officers, agents and employees. A certificate of

insurance evidencing the required coverage and the appropriate additional insurer's endorsement shall be furnished to the County prior to the first day of service. Such insurance shall be modifiable or cancelable only upon written notice by registered mail, mailed to the County at least ninety (90) days in advance of such modification or cancellation. The County reserves the right to require the Contractor to furnish a copy of its insurance policies for examination prior to the first day of service.

4. Contractor shall maintain, and furnish evidence of, a standard workers' compensation and employer's liability policy of insurance conforming to the requirements or applicable statute and covering all employees employed by the Contractor, pursuant to this Agreement. Contractor waives any rights to recover damages from the County for any injuries that Contractor and/or its employees may sustain while performing services under this Agreement.
5. Contractor shall operate the transportation system on the days, during the hours and over the routes with such scheduling, and at such fares as shall be approved by both parties and in accordance with Section B of this Agreement.
6. Contractor shall keep such daily financial and other periodic records as the County may direct and as may be required by state and/or federal law, and shall transmit the same to the County in the manner and form designated by the County and shall keep and preserve, or if directed by the County shall deliver to the County, such tickets, receipts or other documents or instruments as the City may direct to substantiate the records, books, and accounts of the Contractor to be kept by the Contractor in accordance with accepted good accounting practices, as may be directed by the County under the terms thereof, and shall permit the County, through certified independent auditors, to examine and audit said records, books and accounts at any and all reasonable times as the County may elect, and the Contractor shall reimburse the County for any loss or overcharge, other than losses from theft, robbery or other causes beyond the control of the Contractor or its employees, that may be disclosed by such audit or examination.
7. The Contractor shall continue to comply with all of the applicable federal, state, and local regulations set forth in the Agreement, including the FTA Standard Assurances and Certifications, and with any other applicable federal regulation associated with the administration and provision of transportation services.

8. **Hold Harmless**
 - a. The County hereby covenants and agrees to hold the Contractor harmless from and against any and all such costs, expenses, damages, liabilities, losses and claims which may arise or result by reason of the negligence of the County.
 - b. Contractor hereby covenants and agrees to hold County harmless from and against any and all such costs, expenses, damages, liabilities, losses and claims which are the obligation and responsibility of the Contractor or which may arise or result by reason of the negligence of the Contractor, its officers, employees and/or agents.
9. **Force Majeure.** Contractor shall not be liable for any failure, delay or interruption of service nor for failure or delay in performance of any obligations under this Agreement due to strikes, lockouts, acts of God, governmental restrictions, enemy action, civil commotion, unavoidable casualty, unavailability of fuel supplies or parts, and any similar acts beyond the control of the Contractor.

Section E. Compensation

1. The County will provide \$45,000 annually to Contractor in bi-annual payments: \$22,500 by January 31st and \$22,500 by July 31st. The County will promptly forward to Contractor all bi-annual payments received by the County from any sponsor municipalities.
2. The County agrees to reimburse the Contractor for reasonable incurred operating expenses in an amount up to the amounts received by the County from all grant agreements and service contracts within the described transportation service area, subject to the eligibility of the incurred expenses and less any County costs that are reimbursed to the County through grant agreements or service contracts. Upon receipt of funds from grant agreements and service contracts by the County, the County will promptly send reimbursement to Contractor for Contractor's reasonable incurred operating expenses. At the County's discretion, reimbursement from grants and service contracts for County costs may be provided to Contractor in efforts to improve the transportation services set forth in this Agreement.
3. To the extent permitted by applicable local ordinances, state and/or federal law, the County may also provide in-kind contributions for services and facilities, such as office space, office equipment, utilities, phone, security, and custodial services. At the County's discretion, reimbursement from grants and service contracts for the in-kind contributions and facilities may be provided to Contractor in efforts to improve the transportation services

set forth in this Agreement.

Section F. Records

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

Section G. Equal Employment Opportunity

1. **Equal Employment Opportunity.** In connection with the execution of this agreement, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, political affiliation, disability, marital status, age, color, sex, ancestry, military status, unfavorable discharge from military service, pregnancy, genetic information, sexual orientation, national origin, and/or any other legally protected status. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, political affiliation, disability, marital status, age, color, sex, ancestry, military status, unfavorable discharge from military service, pregnancy, genetic information, sexual orientation, national origin, and/or any other legally protected status. Such actions shall include, but not be limited to the following: employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay, or other forms of compensation and selection of training, including apprenticeship.
2. **Compliance with Regulations.** Contractor shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter "DOT"), Title 49 Code of Federal Regulations, Part 1, as they may be amended from time-to-time (hereinafter referred to as the "Regulations").
3. **Non-Discrimination.** Contractor, with regard to the work in performing its obligations under this Agreement, shall not discriminate on the grounds of race, religion, disability, marital status, age, color, sex, ancestry, military status, unfavorable discharge from military service, pregnancy, genetic information, sexual orientation, national origin, and/or any other legally protected status in the selection and retention of subcontractors, including procurement of materials and leases of equipment. Contractor shall not participate either directly or indirectly in the discrimination.

4. **Information and Reports.** Contractor shall provide all information and reports required by the Regulations or directives issued pursuant hereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined to ascertain compliance with such Regulations, orders, and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the County, or the DOT, as appropriate, and shall set forth what effort they have made to obtain the information.
5. **Disadvantaged Business Enterprise.** Contractor shall comply with all applicable County, State of Illinois, and U.S. Department of Transportation regulations relating to Disadvantaged Business Enterprises (DBEs). DBEs shall be provided maximum practicable opportunity to participate in contracting activities pursuant to this Agreement and Contractor shall make its best effort to comply with these regulations.

Section H. Notices

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

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

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

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

Section I. Miscellaneous

1. Contractor hereby acknowledges and agrees that Contractor is an independent contractor and not an agent or employee of the County. Contractor understands and agrees that Contractor is solely responsible for paying all wages, benefits and any other compensation due and owing to Contractor's officers, employees and agents in the performance of services as set forth in this Agreement. Contractor further understands and agrees that Contractor is solely responsible for making all required payroll deductions and other wage withholdings pursuant to state and federal law for Contractor's officers, employees and/or agents who perform services as set forth in the Agreement. Contractor acknowledges its obligation to obtain appropriate insurance

coverage for the benefit of Contractor, Contractor's officers, employees and agents. Contractor hereby waives any rights to recover damages from the County, its officers, employees, insurers, and/or agents for any injuries, liabilities, penalties, expenses (including attorneys' fees) and/or other damages sustained by Contractor's officers, employees and/or agents while performing the services set forth in this Agreement.

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

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

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

5. This Agreement and the Vehicle Lease Agreement attached as Exhibit "A" represent the entire agreement between the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement and the Vehicle Lease Agreement attached as Exhibit "A" supersede any prior written or oral agreements between the parties and may not be modified except in writing acknowledged by both parties. This Agreement and the Vehicle Lease Agreement attached as Exhibit "A" may not be modified or amended unless the amendment is made in writing and signed by both parties.

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

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

such provision shall be deemed to be written, construed and enforced as so limited.

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

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

VOLUNTARY ACTION CENTER

BY: _____
Tom Zucker, Executive Director

Kendall County, ILLINOIS

BY: _____
, County Board Chair

ATTEST:

BY: _____
, County Clerk and Recorder

EXHIBIT A

VEHICLE LEASE AGREEMENT

This agreement made and entered into between Kendall County, (hereafter the "County") and the Voluntary Action Center, an Illinois Not-For-Profit Corporation (hereafter "VAC"); WITNESSETH:

WHEREAS, the County will acquire certain vehicles, including the vehicle(s) described in Exhibit "B"; and,

WHEREAS, the County desires to lease such vehicles identified in Exhibit "B" to VAC for its use in providing community transportation services pursuant to the terms of the Transportation Services Agreement executed by the County and VAC on _____, 20__; now,

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

1. The County shall lease to VAC, for its sole use, the vehicles described in Exhibit "B" attached hereto and made a part hereof this agreement.

2. County agrees to maintain at all times, liability, personal injury and collision insurance on such vehicles in amounts that are normal and customary for the vehicles identified in Exhibit "B".

3. The County will insure the county-owned vehicles leased to the Contractor, which are identified in the attached Exhibit "B". However, the Contractor shall secure, pay for, and maintain throughout the period during which bus service is provided hereunder, general liability insurance with minimum limits of coverage of \$300,000 per person and \$1,000,000 per occurrence for bodily injury and \$100,000 per occurrence for property damage, with medical payments coverage of at least \$250 per person. This coverage shall name Kendall County as an additional insured, with its members, representatives, officers, agents and employees. A certificate of insurance evidencing the required coverage and the appropriate additional insurer's endorsement shall be furnished to the County prior to the first day of service. Such insurance shall be modifiable or cancelable only upon written notice by registered mail, mailed to the County at least ninety (90) days in advance of such modification or cancellation. The County reserves the right to require the Contractor to furnish a copy of its insurance policies for examination prior to the first day of service.

4. VAC agrees to indemnify, defend and save harmless the County, its employees, officials, insurers, and agents from and against any and all claims either at law or equity arising out of and resulting from VAC's use or storage of the vehicle (s) described in Exhibit "B", including the payment of any judgment, fines, penalties, damages, court costs or reasonable attorney's fees.

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

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

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

8. This Vehicle Lease Agreement shall remain in effect for three (3) years after execution of this Vehicle Lease Agreement. This Vehicle Lease Agreement may be terminated before the lease period expires if one of the following occurs: (a) the County provides thirty (30) calendar days advance written notice to VAC of its intent to terminate this Vehicle Lease Agreement; (b) VAC provides one hundred eighty (180) calendar days advance written notice to the County of its intent to terminate this Vehicle Lease Agreement; or (c) as mutually agreed upon in writing by both parties. Also, this Vehicle Lease Agreement shall terminate immediately upon written notice if the County no longer receives funding through the Downstate Operating Assistance Program (DOAP). Upon termination of the Vehicle Lease Agreement, VAC shall return all vehicles described in Exhibit "B" to the County in the same condition as the vehicles were received. Also, VAC shall remain liable and responsible for any pending claims, maintenance, repairs, taxes, licenses, and any other expenses associated with VAC's use of the vehicles.

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

10. During the term of this Vehicle Lease Agreement, the vehicles described in Exhibit "B" shall be principally kept or garaged when not in use at VAC's garage address in Kendall County, Illinois or at such other address in the State of Illinois as VAC shall give the County advance written notice of. Without the prior written consent of the County, the vehicles described in Exhibit "B" shall not be removed from Kendall County, Illinois except for trips of short duration and/or for trips within the sponsor municipalities as described in the Transportation Services Agreement executed by the County and VAC on _____, 20__.

11. This instrument is a lease and not an installment contract. The vehicles described

in Exhibit "B" are the sole property of the County and VAC shall insure that the County is named as the owner on any certificate of title issued with respect to the vehicles. VAC shall have no right, title, or interest in or to the vehicles except for the right to operate and use the vehicles for the purposes stated herein and not as the agent of the County, so long as VAC is not in default under the terms of this Vehicle Lease Agreement.

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

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

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

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

16. This Vehicle Lease Agreement and the Transportation Services Agreement executed by the County and VAC on ____, 20__ represent the entire agreement between the parties and there are no other promises or conditions in any other agreement whether oral or written. The Vehicle Lease Agreement and Transportation Services Agreement supersede any prior written or oral agreements between the parties and may not be modified except in writing acknowledged by both parties.

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

18. Any notices directed to Kendall County shall be sent to: Jeff Wilkins, Kendall County Administrator, Kendall County, 111 W. Fox St., Yorkville, Illinois 60560. Any notices directed to VAC shall be sent to: Tom Zucker, Executive Director, Voluntary Action Center, 1606 Bethany Road, Sycamore, Illinois 60178.

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

VOLUNTARY ACTION CENTER

BY: _____
Tom Zucker, Executive Director

Kendall County, ILLINOIS

BY: _____
Anne Vickery, County Board Chair

ATTEST:

BY: _____
Debbie Gillette, County Clerk and Recorder

Exhibit B

KAT Vehicles

Year	Make	Model	I.D.
2010	Chevy	Eldorado Aeroelite	406397
2009	Ford	Eldorado	A81001
2009	Ford	Eldorado	A81002
2009	Ford	Eldorado	A75262
2009	Ford	Eldorado	A75263
2009	Ford	Eldorado	A75264
2009	Ford	Eldorado	A75265



Kendall County Administration

111 West Fox Street
Yorkville, Illinois 60560
630.553.4171
FAX 630.553.4214

January 4, 2010

To: Kendall County Board

From: Jeff Wilkins

RE: Consider amendment to Board Rules of Order Pertaining to temporary committee appointment

Article XIII. COMMITTEE POWERS Section D.

Existing Language:

Any Board Member is welcome and encouraged to attend Committee meetings of other Committees than those to which he is assigned and will be entitled to per diem provided he has been invited to attend by the Chairman of the committee. Said Board Member will not be entitled to vote. A committee chairman has the option of appointing County Board members to the full strength of the committee if the assigned members are absent.

Option Considered by County Board on December 15, 2009:

Any Board Member is welcome and encouraged to attend Committee meetings other than Committees to which the Board Member is assigned. A Committee Chair has the option of appointing other Board Members to meet the minimum level required for a quorum. If a Board Member is appointed to meet the Committee quorum, the Board Member is entitled to collect a per diem and to vote for the duration of meeting.

COPY COSTS: Except when a fee is otherwise fixed by statute, the Planning, Building & Zoning Department, Administration and GIS will charge the following rates for copies of requested records:

TYPE OF DOCUMENT	FEE
Black and white, letter or legal sized copies	No charge for the first 50 pages and 15 cents per page thereafter
Color copies and odd-sized copies (letter up to 11" x 17")	50 cents per page for the first 500 pages and 45 cents per page thereafter
Black and White 24" x 36"	\$1.00 a page
Color 24" x 36" and other oversized copies	The actual cost charged to County by area printers
Computer disc, tape-cassette, compact disc, and/or any other recording medium	The actual cost for the computer disc, tape-cassette, compact disc, and/or other recording medium

JUDICIAL / LEGISLATIVE COMMITTEE MEETING

December 17, 2009

2:30 PM

New Courthouse – Courtroom 116

Present at the meeting were Committee Chair Petrella, Ms. Hafenrichter, Ms. Martin and Ms. Flowers. Also present were Vicki Chuffo, Nikki Kollins, Sgt. Rob Leinen and Judge McCann,

I. CALL TO ORDER

The meeting was called to order in Courtroom 116 by Ms. Petrella at 2:30. Roll call – quorum present.

II. APPROVAL OF MINUTES OF LAST MEETING

Ms. Hafenrichter moved to approve the minutes of November 20, 2009. Ms. Flowers seconded the motion. Motion passed.

III. OLD BUSINESS

Judge McCann requested “Recommendations for 2010 Legislative Platform” be removed from the agenda until further notice. It will be reinstated when appropriate.

IV. NEW BUSINESS

No new business to report.

III. STATUS REPORTS –

Probation – Tina Varney was not present to give a report.

Circuit Clerk – Becky Morganegg was not present to give a report.

State’s Attorney – Eric Weis was not present to give a report.

Courthouse – Judge McCann reported the remodeling work continues and scheduling issues are being resolved.

Public Defender – Vicki Chuffo reported she has hired a new Public Defender – Erin Shanahan who will begin her duties on January 4th.

County – Committee members reviewed *Counties at the Capitol*. Of particular interest were SB 207 Notice of Appeals concerning assessments and SB 1462 Veteran Burial concerning burying indigent veterans.

Also in committee packets was a letter to Illinois County Treasurers with a reminder about the budget crisis in the State of Illinois. The budget appropriations for grant funds was reduced for a variety of programs including the salary reimbursements for Public Defenders and Supervisors of Assessment, stipends for Treasurers, Coroners, Auditors and Sheriffs; assessors’ performance bonuses and training reimbursements.

V. ADJOURNMENT - The next meeting is scheduled for January 27th at 3PM

Ms. Flowers moved to adjourn at 2:55 pm with a second from Ms. Hafenrichter. Motion passed.

Respectfully submitted,
Mimi Bryan

Kendall County
Budget and Finance – COW Committee Meeting
December 29, 2009 at 4:00 PM
MINUTES

1. **Call to Order** – 4 PM by Chairman Purcell. Present – Ms. Vickery, Ms. Martin, Ms. Petrella, Mr. Wehrli, Ms. Parr, Ms. Hafenrichter, Mr. Shaw, Ms. Flowers and Mr. Davidson. Also present were Eric Weiss, Jeff Wilkins, Joe Trupiano, Becky Morganegg, Andy Nicoletti, Janet Kaiser and Matt Schury of the Kendall County Record.
2. **Claims Review and Approval** – A claim for the Coroner’s Office for an IACO Fall Conference in the amount of \$1,187.37 did not include itemized detail of \$260.02 charged on a Visa bill. Ms. Martin made a motion to forward the bills to the County Board. Mr. Davidson made a 2nd motion. Mr. Davidson discussed holding on to the bill and not paying it. Ms. Martin discussed paying it and talking to the Coroner about it. Mr. Davidson amended the motion on the floor to forward the bills to the County Board without the \$260.02 Coroner’s Visa bill. Ms. Martin made a 2nd motion. All members voted aye.
3. **Other Items of Business** – Illinois Department of Revenue budget appropriation memo to be put on the next Finance Committee Agenda, January 14, 2010 for discussion.
4. **Items from Other Committees** – Ms. Martin: Animal Control veterinary expenses are hitting the VAC’s budget. Mr. Purcell suggested talking to Jill Ferko about it. Mr. Davidson expects Highway’s Salt Shed and the Storage Building to go to bid in early March and is projected to be on budget. Mr. Davidson will have real numbers for the Committee in 30-45 days. Ms. Hafenrichter discussed the Board of Review having almost 800 cases and being booked solid for the next 2 months and having a lot of reductions.
5. **Actions Items for County Board**
 - Claims for the County Board
6. **Executive Session** –
7. **Adjournment** - Ms. Martin moved to adjourn at 5:10 PM. Mr. Wehrli seconded. Motion passed.

Latreese Caldwell, Recorder

January 5, 2010 COUNTY BOARD MEETING

APPOINTMENT

*

**Plan Commission
Bud Wormley -3 Year Term January 2013**