1. Call to Order
2. Roll Call
3. Public Comment
4. Approval of Minutes from October 24, 2014 Meeting
5. Monthly Reports
   a. CBIZ
   c. County Administrator
   d. Department Heads and Elected Officials
6. Old Business
7. New Business
   - Recommendations regarding request by Village of Oswego to change routes and schedules for park and ride service
   - Pass through agreement for public transportation financial assistance under section 5310 of the Federal Transit Act of 1991, as amended (49 U.S.C § 5310), Section 5311 of the Federal Transit Act of 1991, as amended (49 U.S.C § 5311) and the Illinois Downstate Public Transportation Act (30 ILCS 740/2-1)
   - Vehicle Lease Agreement with Voluntary Action Center of DeKalb County
8. Action Items for County Board
9. Items for Committee of the Whole
10. Public Comment
11. Executive Session
12. Adjournment
CALL TO ORDER
The meeting was called to order by Chair Judy Gilmour at 9:32 a.m.

ROLL CALL
Committee Members Present: John Purcell – present, Elizabeth Flowers - present, Lynn Cullick - here, Dan Koukol - here, Judy Gilmour - here

Others present: Glenn Campos, Jim Pajauskas, Jeff Wilkins

PUBLIC COMMENT – None

APPROVAL OF MINUTES: Member Flowers made a motion to approve the October 2, 2014 meeting minutes, second by Member Cullick. With all in agreement, the motion passed.

MONTHLY REPORTS

CBIZ UPDATE

- **2015 Health Benefit Plan recommendation** – Jim Pajauskas reviewed the benefit recommendations with the committee, and clarified set hospital fees, hospital coverage discounts, management fees in the claims discount, and the local hospitals that are in the BCBS network for Kendall County employees. There was consensus of the committee to do nothing at this time with the self-funded plan, but to review it again in March 2015.

  Member Purcell made a motion to forward the recommendation for the 2015 Blue Cross Blue Shield Health Benefit Plan to the County Board for approval, second by Member Cullick. Roll Call: Koukol - yes, Gilmour – yes, Cullick - yes, Purcell - yes, Flowers - aye. **Motion carried.**

- **Employee funded supplemental group life, accidental death/dismemberment plan recommendation** – Mr. Pajauskas explained the plan and the benefit to employees. Mr. Wilkins explained the plans currently available to employees, and the difference between this plan and the AFLAC and IMRF policies. This plan would be at no cost to the County, but fully funded by those employees interested in purchasing additional coverage. Motion by Member Purcell to forward the Lincoln National Employee funded supplement group life, accidental death/dismemberment plan to the County Board for approval, second by Member Koukol. Roll Call: Flowers – aye, Koukol – yes, Cullick – yes, Gilmour – yes, Purcell – yes. **Motion carried.**
- **Employee funded vision plan recommendation** – Mr. Pajauskas reviewed the two options for an employee funded vision plan. **The consensus of the committee was to offer the EyeMed plan to employees, with no cost to the County. Motion carried.**

**COUNTY ADMINISTRATOR** – Jeff Wilkins reported that Oswego has requested to add a second Park-n-Ride location at the east side of town along Douglas Road. Mr. Wilkins said that the Voluntary Action Center has made a request of the county to allow this second location. There would be no additional cost to the county for this addition. Mr. Wilkins will ask VAC to send the County a letter requesting the second location.

Mr. Wilkins also said the VAC Park-n-Ride agreement with the County expires in June 30, 2015, and that he is working with VAC on a new two-year agreement, with an option for a third year.

**DEPARTMENT HEADS AND ELECTED OFFICIALS** – None

**OLD BUSINESS**

- **Authorize Wellness Initiative Program** – Judy Gilmour said that since the last meeting, new information has come from the State’s Attorney’s Office. Assistant State’s Attorney Leslie Johnson reported that the County cannot offer any type of program with a financial incentive for participation in the wellness program would be a mandatory subject of bargaining because it would be classified as a wages, terms and conditions of employment. Ms. Johnson said that she can always present that to the unions if the committee desired her to do so. To avoid any unintentional gain of an employee’s disability, medical conditions, etc., she recommended that the administration of the program should be handled by a third-party administrator, and not by the County HR Coordinator. Ms. Johnson said that the County would also have to offer wellness options giving similar opportunities to disabled individuals interested in participating in a wellness program, to avoid any discrimination or exclusion of employees.

Ms. Johnson suggested another option of convening a joint union Labor Management Committee for each of the different unions. The Committee could meet with the union staff and ask for input and feedback in offering a wellness program to county employees. Ms. Johnson said that she could send a letter to each union asking them to meet together if the committee so desired. **There was consensus of the committee to not implement any type of County wellness program at this time.**

**NEW BUSINESS** - None

**ACTION ITEMS FOR COUNTY BOARD**

*Approval of the 2015 Blue Cross Blue Shield Health Benefit Plan*

*Approval of the employee funded EyeMed Vision Plan*
Approval of the Lincoln National employee funded supplemental group life, accidental death/dismemberment Plan

EXECUTIVE SESSION – None needed

ADJOURNMENT – Member Cullick moved to adjourn the meeting at 10:50 a.m., second by Member Flowers. The motion was unanimously approved by a voice vote.

Respectfully Submitted,

Valarie McClain
Administrative Assistant/Recording Secretary
<table>
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<tr>
<th>Blue Cross</th>
<th>Oct-13</th>
<th>Nov-13</th>
<th>Oct-14</th>
<th>Nov-14</th>
<th>Others*</th>
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<td>H.S.A. - Fam</td>
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<td><strong>287</strong></td>
<td><strong>285</strong></td>
<td><strong>284</strong></td>
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| Dental EE        | 168    |        |        |        |         |
| Dental Family    | 190    |        |        |        |         |
| **Total Enrolled** | **358** |        |        |        |         |

Premiums and headcount paid as of monthly report date

* Others include ROE, KEN COM, Forest Preserve, COBRA, and Retirees
### FY 14 MONTHLY MEDICAL INSURANCE INVOICES

<table>
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<tr>
<th></th>
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### FY 13 MONTHLY MEDICAL INSURANCE INVOICES

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### FY 12 MONTHLY MEDICAL INSURANCE INVOICES

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*Benefits Paid as of 10/31/14*
### Workers' Comp. Claims (12/1/13-11/30/14)

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<th>YTD</th>
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<td>Facilities</td>
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<td>Health Dept.</td>
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<tr>
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### New Hires/Terminations (12/1/13-11/30/14)

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<th>New Hires</th>
<th>Resignations/Terms</th>
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<td>Forest Pres</td>
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### Property Claims (12/1/13-11/30/14)

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<td>Sheriff / squad 37</td>
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<tr>
<td>Sheriff / squad 39</td>
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<td>$15,798</td>
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### FY14 Education Reimbursements Submitted

| Budgeted       | $12,000.00 |
| Paid (12/1/13-11/30/14) | $(10,099.61) |
| Allocated (12/1/13-11/30/14) | $(1,900.39) |
| **Remaining Balance** | $0.00 |

### Retirees/COBRA (12/1/13 - 11/30/14)

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* maximum liability
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<tr>
<th>Plan Type</th>
<th>Monthly Total Cost</th>
<th>Employee Cost Per Pay Period</th>
<th>Billed Monthly Total Cost</th>
<th>Updated Employee Cost Per Pay Period</th>
<th>Per Pay Difference</th>
<th>EE Cost Difference Per Year (x 26 pay periods)</th>
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<td>$1,308.04</td>
<td>$187.47</td>
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<td>$163.80</td>
</tr>
</tbody>
</table>
DRAFT
November 6, 2014

TO: Steve Jones, Village Administrator
FROM: Jeff Wilkins, County Administrator

RE: PROPOSAL FOR INTERGOVERNMENTAL AGREEMENT BETWEEN COUNTY OF KENDALL AND VILLAGE OF OSWEGO FOR CONTINUATION OF TRANSPORTATION SERVICES

We are pleased to submit this proposal for transportation services to support the Village’s goals to provide citizens paratransit and park and ride services. As in the past, we have partnered with the Voluntary Action Center of DeKalb County as our private non-profit operator. The costs presented below were developed in conjunction with the Voluntary Action Center.

As requested, we provided a two-year proposal with an optional third year. In an effort to simplify the administration of the contract, the numbers below are flat fees and will not require year-end reconciliation. Additionally, the Village will not be asked to cover the risk of unforeseen capital repair to vehicles.

After reviewing the terms, please let me know if they are acceptable and I will arrange drafting the new intergovernmental agreement.

Service Year 1: July 1, 2015 to June 30, 2016
$117,594 due by June 30, 2015
With execution of the intergovernmental agreement, both parties have committed to the completion of Service Years One, unless written cancellation by either party is postmarked at least 90 days prior to the first day of Service Year One.

Service Year 2: July 1, 2016 to June 30, 2017
$119,479 due by June 30, 2016
Both parties have committed to the completion of Service Year Two, unless written cancellation by either party is postmarked at least 90 days prior to the first day of Service Year Two. If the Village cancels the agreement at least 90 days prior to the first day of Service Year Two, the Village will owe the County a cancellation fee in the amount of $26,600 payable before June 30, 2016.

Service Year 3 (optional): July 1, 2017 to June 30, 2018
$108,551 due by June 30, 2017
To exercise Service Year 3, Village must submit written request to County postmarked prior to February 1, 2017. County will consider request and accept or decline request in writing prior to March 31, 2017.
October 31, 2014

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

RE: Kendall Area Transit – Park and Ride Service

Dear Jeff:

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

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

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

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

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

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

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

Sincerely,

Steve Jones
Village Administrator
AGENDA MEMORANDUM

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

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

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

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

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

Board Action Previously Taken

<table>
<thead>
<tr>
<th>Date</th>
<th>Action</th>
</tr>
</thead>
<tbody>
<tr>
<td>2004</td>
<td>Pace Agreement – 6 Routes to ATC</td>
</tr>
<tr>
<td>2009</td>
<td>Pace Agreement – 3 Routes to ATC</td>
</tr>
<tr>
<td>2013</td>
<td>KAT Agreement – 5 Routes to ATC</td>
</tr>
</tbody>
</table>

Discussion
Service Revisions:

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

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

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

Location of an east side route:

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

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

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

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

Parking signs and striping costs have not been estimated.

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

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

### Exhibit A

<table>
<thead>
<tr>
<th></th>
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</thead>
<tbody>
<tr>
<td>January</td>
<td>X</td>
<td>86</td>
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<td>44</td>
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<td>February</td>
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<td>125</td>
<td>120</td>
<td>80</td>
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<td>49</td>
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<td>42</td>
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<td>June</td>
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<td>87</td>
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<td>August</td>
<td>46</td>
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<td>108</td>
<td>110</td>
<td>100</td>
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<td>September</td>
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<td>148</td>
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<td>October</td>
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<td>Average</td>
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<tr>
<td>Total</td>
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<td>574</td>
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### Oswego Park & Ride Average Weekday Ridership

- **2012**
- **2013**
- **2014**
## Exhibit B

### Park-N-Ride Survey (Results as of 10/1/14)

<table>
<thead>
<tr>
<th>Answer Options</th>
<th>Very Likely</th>
<th>Somewhat Likely</th>
<th>Somewhat Unlikely</th>
<th>Very Unlikely</th>
<th>Response Count</th>
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<tbody>
<tr>
<td>During the peak morning hours (5:30 AM to 7:30 AM)</td>
<td>76</td>
<td>67</td>
<td>37</td>
<td>20</td>
<td>370</td>
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<tr>
<td>During the peak evening hours (5:00 PM to 7:00 PM)</td>
<td>39</td>
<td>65</td>
<td>35</td>
<td>25</td>
<td>365</td>
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<tr>
<td>From a lot located near the corner of Douglas Road and Route 30</td>
<td>88</td>
<td>12</td>
<td>2</td>
<td>1</td>
<td>370</td>
</tr>
</tbody>
</table>

Evaluate the following statements:

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

Legend:
- Very Likely
- Somewhat Likely
- Somewhat Unlikely
- Very Unlikely
### Inbound Routes

<table>
<thead>
<tr>
<th>Bus Departs Oswego</th>
<th>Bus Arrives Aurora</th>
<th>Train Departs Aurora</th>
<th>Train Arrives Chicago</th>
<th>BNSF Line</th>
</tr>
</thead>
<tbody>
<tr>
<td>5:35am</td>
<td>5:57am</td>
<td>6:02am</td>
<td>6:53am</td>
<td>1210</td>
</tr>
<tr>
<td>6:31am</td>
<td>6:53am</td>
<td>7:07am</td>
<td>8:02am</td>
<td>1236</td>
</tr>
<tr>
<td>7:15am</td>
<td>7:37am</td>
<td>7:42am</td>
<td>8:34am</td>
<td>1252</td>
</tr>
<tr>
<td>5:35am</td>
<td>5:54am</td>
<td>6:02am</td>
<td>6:53am</td>
<td>1210</td>
</tr>
<tr>
<td>6:31am</td>
<td>6:50am</td>
<td>7:07am</td>
<td>8:02am</td>
<td>1236</td>
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<tr>
<td>7:15am</td>
<td>7:34am</td>
<td>7:42am</td>
<td>8:34am</td>
<td>1252</td>
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</tbody>
</table>

### Outbound Routes

<table>
<thead>
<tr>
<th>Train Departs Chicago</th>
<th>Train Arrives Aurora</th>
<th>Bus Departs Aurora</th>
<th>Bus Arrives Oswego</th>
<th>BNSF Line</th>
</tr>
</thead>
<tbody>
<tr>
<td>3:56pm</td>
<td>5:00pm</td>
<td>5:03pm</td>
<td>5:25pm</td>
<td>1243</td>
</tr>
<tr>
<td>4:44pm</td>
<td>5:43pm</td>
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<td>6:11pm</td>
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<tr>
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<td>6:35pm</td>
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<td>1271</td>
</tr>
<tr>
<td>3:58pm</td>
<td>5:00pm</td>
<td>5:03pm</td>
<td>5:22pm</td>
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<tr>
<td>4:44pm</td>
<td>5:43pm</td>
<td>5:49pm</td>
<td>6:08pm</td>
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<tr>
<td>5:32pm</td>
<td>6:30pm</td>
<td>6:35pm</td>
<td>6:54pm</td>
<td>1271</td>
</tr>
</tbody>
</table>

### Westside | Eastside

* M-F, times are approx. and subject to change
* Express service only between Oswego Park-n-Ride and Aurora Transportation Center.
* **Closed:** New Years Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve and Day

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

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

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

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

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

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

WITNESSETH

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

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

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

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

3. **Termination Date.**

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

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

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

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

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

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

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

Section C. Recipient's General Obligations

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

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

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

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

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

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

Section D. General Requirements

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

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

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

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

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

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

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

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

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

Section E.  AMOUNT OF GRANT

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

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

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

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

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

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

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

Section F.  Records, Information and Reports

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

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

Section G. Equal Employment Opportunity

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

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

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

**Section H. Notices**

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

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

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

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

**Section I. Miscellaneous**

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

2. Recipient agrees that some of the services set forth in this contract are subject to the Illinois Prevailing Wage Act, 820 ILCS 130.01 et seq., hereinafter referred to as the “Act”. The Act requires Recipients and subrecipients to pay laborers, workers and
mechanics performing services on public works projects no less than the “prevailing rate of wages” (hourly cash wages plus fringe benefits) in the county where the work is performed. For more information regarding current prevailing wage rates, please refer to the Illinois Department of Labor’s website at: http://www.state.il.us/agency/idol/rates/rates.html. All Recipients and subrecipients rendering such services under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties.

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

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

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

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

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

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

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

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

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

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

VOLUNTARY ACTION CENTER

BY: __________________________
    Tom Zucker, Executive Director

WITNESS: __________________________
    (print Witness name)

Kendall County, ILLINOIS

BY: __________________________
    John A. Shaw, County Board Chairman

ATTEST:

BY: __________________________
    Debbie Gillette, County Clerk
VEHICLE LEASE AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

VOLUNTARY ACTION CENTER of DEKALB COUNTY

BY: __________________________
    Tom Zucker, Executive Director

WITNESS: __________________________
    (print witness name above)

KENDALL COUNTY, ILLINOIS

BY: __________________________
    John A. Shaw, County Board Chairman

ATTEST:

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

**LIST OF VEHICLES**

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Additional vehicles to be covered under the terms of this Agreement shall be identified in writing by the County and subsequently accepted in writing by VAC. Additional vehicles identified by the County may be leased, purchased, gifted or granted to the County.
Governor Quinn signed Public Act 98-1050 into law. This act amends the Illinois Human Rights Act as it relates to job applicants and employees who experience pregnancy, childbirth or "medical or common conditions related to pregnancy or childbirth." The amendment will apply to each of your offices and departments and may require you to reevaluate/revise your existing policies and procedures with respect to these covered employees.

The amendment is effective January 1, 2015 and includes the following:

1. **Reasonable Accommodations To Be Provided**

   Effective January 1, 2015, employers must provide employees experiencing pregnancy, childbirth, or "medical or common conditions related to pregnancy or childbirth" with reasonable accommodations, when requested, unless doing so would constitute an undue hardship on the employer. The new law provides a list of some of the reasonable accommodations that may have to be made including, but not limited to:

   - Modifying or purchasing new equipment
   - Part-time or modified work schedules
   - Periodic rest breaks
   - More frequent or longer bathroom breaks
   - Breaks for increased water intake
   - Private non-bathroom space for expressing breast milk and breastfeeding
   - Seating
   - Assistance with manual labor
   - Making the worksite more accessible to the employee
   - Providing light duty assignments
   - Temporary transfer to a less strenuous or less hazardous position
   - Job restructuring
   - Appropriate adjustment or modifications of examinations, training materials, or policies
   - Reassignment to a vacant position
   - Time off to recover from conditions related to childbirth (even if the employee is not otherwise eligible for FMLA leave)
   - Leave necessitated by pregnancy, childbirth, or medical or common conditions resulting from pregnancy or childbirth (even if the employee is not otherwise eligible for FMLA leave)

   If an employee requests an accommodation, the employer may request documentation from the employee’s health care provider. However, the employer may only require the employee’s physician to provide the following information: (a) the medical justification for the requested accommodation; (b) a description of the accommodation that is medically advisable; (c) the date the accommodation became medically advisable; and (d) the probable duration of the accommodation.
When providing a reasonable accommodation, the employer is not required to create a new position, unless the employer has done so for other classes of employees (i.e., non-pregnant employees) who need accommodation. Also, the employer is not required to discharge any other employee, transfer another employee with more seniority, or promote an employee who is not qualified to perform the job, unless the employer has done so for other classes of employees (i.e., non-pregnant employees) who needed an accommodation.

Before you claim undue hardship in any given situation, we encourage you to consult with our office as the burden is very difficult for the employer to establish undue hardship.

2. **Employers Cannot Force Employees To Accept An Accommodation Or Take A Leave Of Absence**

Employers cannot force pregnant employees to take a leave of absence when another reasonable accommodation exists.

Employers cannot require pregnant employees to accept an accommodation if the employee did not request an accommodation and the employee does not want one.

3. **Reinstatement Required**

Covered employees must be reinstated to the same or an equivalent position after their leave of absence or other form of reasonable accommodation ends. The employee must be reinstated with “equivalent pay and accumulated seniority, retirement, fringe benefits and other applicable service credits upon her signifying her intent to return to work or when her need for reasonable accommodation ceases.”

4. **Retaliation Prohibited**

An employer may not retaliate against an applicant or employee because he or she has requested, attempted to request, used or attempted to use a reasonable accommodation as allowed by this law.

5. **New Posting Requirement**

Effective January 1, 2015, employers must publish another poster at their worksite. I will forward this posting to each of you as soon as one is published by the State.

6. **Enforcement**

The Illinois Department of Human Rights (“IDHR”) will enforce this law. An aggrieved employee may file a charge of discrimination with the IDHR, which will be processed just like any other type of charge of discrimination.
<table>
<thead>
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<th>Issue</th>
<th>Status Effective</th>
<th>Synopsis</th>
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<td>New Pregnancy Discrimination and</td>
<td>Has not been discussed at HR</td>
<td>The law expands/broadens the reasonable accommodations for pregnant</td>
<td>Signed into law Aug 25, 2014, this law becomes effective Jan 1, 2015.</td>
<td>The recent guidance reinforces the PDA's treatment of discrimination based on pregnancy, childbirth, or a related medical condition as a form of sex discrimination. The guidance reviews the obligations that the PDA imposes on employers with regard to discrimination, harassment, medical leave, parental leave, benefits, health insurance, light duty requests, and other accommodations. The IHRA amendments go beyond the EEOC guidance by codifying, under Illinois law, an employer's legal obligation to provide reasonable accommodations to pregnant applicants and employees if requested.</td>
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<td>woman in the workplace.</td>
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