

**KENDALL COUNTY BOARD AGENDA  
ADJOURNED SEPTEMBER MEETING**

**Kendall County Office Building, Rooms 209 & 210**

**Tuesday, February 5, 2019 at 6:00 p.m.**

1. Call to Order
2. Roll Call
3. Determination of a Quorum
4. Approval of Agenda
5. Special Recognition
  - A. Citizen Recognition Award - Sheriff
6. Citizens to Be Heard
7. Executive Session
8. Old Business
  - A. Approval of Public Safety Center A/C systems replacement by the Trane Co. utilizing US Communities Contract #15-JLP-023 Cooperative Quote Number: 30-10006-17-001 amount not to exceed \$769,019 (amount includes 10% contingency)
  - B. Approval of \$225.00 per month loan modification agreement with Michael Manfre, James Manfre, and Priscilla Liberatore, borrowers under a revolving loan fund note executed on May 23, 2017
9. New Business
  - A. Approve HIDTA Grant G18CH0002A modification 3 releasing funds in the amount of \$145,000.00
  - B. Approval of a Letter of Understanding Between The County of Kendall, Illinois, the Kendall County Sheriff and Illinois Fraternal Order of Police Council (Patrol Deputies) regarding modifications to Article XXVI of the current union contract
  - C. Approval of a Letter of Understanding Between The County of Kendall, Illinois, the Kendall County Sheriff and Illinois Fraternal Order of Police Council (Patrol Sergeants) regarding modifications to Article XXV of the current union contract
  - D. Approval of a Letter of Understanding Between The County of Kendall, Illinois, the Kendall County Sheriff and Illinois Fraternal Order of Police Council (Corrections Deputies) regarding modifications to Article XXV of the current union contract
  - E. Approval of a Letter of Understanding Between The County of Kendall, Illinois, the Kendall County Sheriff and Illinois Fraternal Order of Police Council (Corrections Sergeants) regarding modifications to Article XXV of the current union contract
  - F. Approve the Renewal of and First Amendment to the Agreement for the Provision of Inmate Health Services with Advanced Correctional Healthcare Inc. at a cost of \$184,569.33, subject to \$.12 per inmate rate for fluctuation in the average daily population of Kendall County Inmates, and expiring December 31, 2019.
10. Standing Committee Reports
  - A. Finance Committee
    1. Approve claims in an amount not to exceed \$ 651,189.47
    2. Approve Coroner claims in an amount not to exceed \$ 1,829.42
  - B. Administration/HR
    1. Approval of a Resolution Authorizing Execution and Amendment of Section 5311 Public Transportation Service Grant Agreement
    2. Approval of a Resolution Authorizing Execution and Amendment of Downstate Operating Assistance Grant Agreement
  - C. Standing Committee Minutes Approval
11. Special Committee Reports
  - A. Kencom Executive Board
  - B. Housing Authority
  - C. Board of Health
12. Chairman's Report

**Appointments**

Sandy Pastore – 708 Mental Health Board – 4 year term – Expires February 2023

Matt Prochaska – ISACo Executive Board Representative

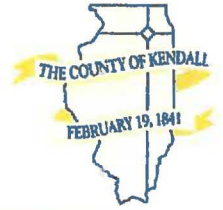
John Purcell – ISACo Large Caucus Liaison  
Lynn Cullick – Health Board  
Scott Gryder – Oswego Senior Center Liaison

13. Other Business
14. Citizens to be Heard
15. Questions from the Press
16. Executive Session
17. Adjournment

If special accommodations or arrangements are needed to attend this County meeting, please contact the Administration Office at 630-553-4171, a minimum 24-hours prior to the meeting time.



Kendall County  
*Office of the Sheriff*



INTEROFFICE MEMORANDUM

TO: COUNTY BOARD  
FROM: DWIGHT BAIRD, SHERIFF *DWIGHT BAIRD*  
SUBJECT: HIDTA GRANT G18CH0002A MODIFICATION 3  
DATE: JANUARY 14, 2019  
CC:

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Attached is modification 3 High Intensity Drug Trafficking Area, HIDTA, grant G18CH0002A, releasing funds in the amount of \$145,000.00. I am requesting the County Board approve the grant monies to be released for allowable HIDTA expenditures. The HIDTA Board would then vote to approve expenditures up to the amount of the award by Kendall County for allowable (HIDTA) expenses with the understanding that those expenditures, in the amount up to the grant award, would be reimbursed to Kendall County by the HIDTA Program. Kendall County receives 2% for acting as the fiduciary for the HIDTA grants. The total for this grant is \$1,368,652.00.

If you have any questions please do not hesitate to contact me.

**Letter of Understanding**  
**Between County of Kendall, Illinois and Kendall County Sheriff and**  
**Illinois Fraternal Order of Police Labor Council (Patrol Deputies)**

This Letter of Understanding (LOU), entered into by and between the County of Kendall, Illinois and Kendall County Sheriff (hereinafter “Employer”) and the Illinois Fraternal Order of Police Labor Council for Kendall County Sheriff’s Office, Patrol Deputies Bargaining Unit (hereinafter “Union”), hereby memorializes the Employer’s and the Union’s mutual understanding and agreement that Article XXVI of the current union contract is hereby modified as follows to comply with recent changes in state law, specifically 50 ILCS 727/1 *et seq.*, and such modifications shall become effective immediately upon the date of execution of this Letter of Understanding by all parties:

**ARTICLE XXVI**  
**EMPLOYEE TESTING**

It is the policy of Kendall County and the Kendall County Sheriff’s Office that the public has the absolute right to expect persons employed by the County in its Sheriff’s Office will be free from the effects of drugs and alcohol. Accordingly, the Employer may require employees to submit to random urinalysis test and/or other appropriate drug testing at a time and place designated by the Employer, or whenever in the opinion of the Sheriff or his designee, there is sufficient cause for such testing. In the event of testing for cause, the Employer shall provide the employee with a written notice of the order setting forth the basis for sufficient cause. In addition, the Employer may require an employee to submit to alcohol or drug testing when an employee is involved in an on-duty incident involving significant damage to County property or personal injury to anyone.

Each employee involved in an officer-involved shooting will be ordered by the Sheriff or his designee to submit to drug and alcohol testing as soon as practical, but not later than the end of the employee's shift or tour of duty. An employee is considered to have been involved in an officer-involved shooting whenever the employee discharges his or her firearm causing injury or death to a person or persons during the performance of his or her official duties or in the line of duty.

The Employer shall use only a clinical laboratory or hospital facility that is certified by SAMHSA. If the type of test administered allows a split sample, the employee shall have the option to request that split sample be tested at another SAMHSA certified lab. Split sample testing shall be at the employee's expense.

If an employee tests positive as a result of a breathalyzer test administered by an outside entity pursuant to this Section, said employee may, at their sole option, have the right to request an immediate confirmatory test administered by a certified breathalyzer operator at the Kendall County Sheriff Corrections Division.

The test results shall be submitted to the Sheriff or his designee for appropriate action. The first time a non-probationary employee tests positive for drugs or alcohol in a test administered under this Section, the Sheriff, at his sole discretion, shall have the right to discipline the employee, up to and including termination. If an employee who has tested positive is not terminated, the Employer may require such employee to submit to a random urinalysis or other appropriate drug tests during the 12 month period following the date any employee tests positive in any test. Any such random tests shall occur at times and places designated by the Employer. In the event such an employee tests positive again, just cause for dismissal shall exist.

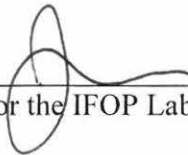
Use, sale, purchase, delivery or possession of illegal drugs, abuse of prescribed drugs, failure to report to the Sheriff known adverse side effects of medication or prescription drugs which the employee may be taking, as well as being under the influence of alcohol or the consumption of alcohol while on duty shall be cause for discipline, including discharge. For purposes of this Section, "under the influence of alcohol" shall be defined as a blood alcohol level of more than .02%.

The Employer shall continue to provide employees access to an employee assistance program (EAP) similar to that which exists on the effective date of this Agreement. The Employer will not take adverse employment action against an employee solely because that employee voluntarily requests treatment or counseling for an alcohol or drug problem, unless such request follows an order to be tested pursuant to the foregoing provisions.

An alleged violation of this Article shall be subject to the contractual grievance procedure, as set forth in Article XIV.

Signed and agreed to this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
For the County of Kendall

  
\_\_\_\_\_  
For the IFOP Labor Council

\_\_\_\_\_  
For the Kendall County Sheriff

**Letter of Understanding**  
**Between County of Kendall, Illinois and Kendall County Sheriff and**  
**Illinois Fraternal Order of Police Labor Council (Patrol Sergeants)**

This Letter of Understanding (LOU), entered into by and between the County of Kendall, Illinois and Kendall County Sheriff (hereinafter “Employer”) and the Illinois Fraternal Order of Police Labor Council for Kendall County Sheriff’s Office, Patrol Sergeants Bargaining Unit (hereinafter “Union”), hereby memorializes the Employer’s and the Union’s mutual understanding and agreement that Article XXV of the current union contract is hereby modified as follows to comply with recent changes in state law, specifically 50 ILCS 727/1 *et seq.*, and such modifications shall become effective immediately upon the date of execution of this Letter of Understanding by all parties:

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Each employee involved in an officer-involved shooting will be ordered by the Sheriff or his designee to submit to drug and alcohol testing as soon as practical, but not later than the end of the employee's shift or tour of duty. An employee is considered to have been involved in an officer-involved shooting whenever the employee discharges his or her firearm causing injury or death to a person or persons during the performance of his or her official duties or in the line of duty.

The Employer shall use only a licensed clinical laboratory or hospital facility that is certified by SAMHSA. If the type of test administered allows a split sample, the employee shall have the option to request that split sample be tested at another SAMHSA certified lab. Split sample testing shall be at the employee's expense.

The test results shall be submitted to the Sheriff or his designee for appropriate action. The first time a non-probationary employee tests positive for drugs or alcohol in a test administered under this Section, the Sheriff, at his sole discretion, shall have the right to discipline the employee, up to and including termination. If an employee who has tested positive is not terminated, the Employer may require such employee to submit to a random urinalysis or other appropriate drug tests during the 12 month period following the date any employee tests positive in any test. Any such random tests shall occur at times and places designated by the Employer. In the event such an employee tests positive again, the employee shall be terminated, without recourse.

Use, sale, purchase, delivery or possession of illegal drugs, abuse of prescribed drugs, failure to report to the Sheriff known adverse side effects of medication or prescription drugs which the employee may be taking, as well as being under the influence of alcohol or the consumption of alcohol while on duty shall be cause for discipline, including discharge. For



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An alleged violation of this Article shall be subject to the contractual grievance procedure, as set forth in Article XIII.

Signed and agreed to this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Kendall County, Illinois

  
\_\_\_\_\_  
IFOP Labor Council

\_\_\_\_\_  
Kendall County Sheriff

**Letter of Understanding**  
**Between County of Kendall, Illinois and Kendall County Sheriff and**  
**Illinois Fraternal Order of Police Labor Council**  
**(Corrections Deputies)**

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Signed and agreed to this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Kendall County, Illinois

*Richard Stamper 1/16/19*  
\_\_\_\_\_  
IFOP Labor Council

\_\_\_\_\_  
Kendall County Sheriff

**Letter of Understanding**  
**Between County of Kendall, Illinois and Kendall County Sheriff and**  
**Illinois Fraternal Order of Police Labor Council**  
**(Corrections Sergeants and Court Services Sergeants)**

This Letter of Understanding (LOU), entered into by and between the County of Kendall, Illinois and Kendall County Sheriff (hereinafter "Employer") and the Illinois Fraternal Order of Police Labor Council for Kendall County Sheriff's Office, Corrections Sergeants and Court Services Sergeants Bargaining Unit (hereinafter "Union"), hereby memorializes the Employer's and the Union's mutual understanding and agreement that Article XXV of the current union contract is hereby modified as follows to comply with recent changes in state law, specifically 50 ILCS 727/1 *et seq.*, and such modifications shall become effective immediately upon the date of execution of this Letter of Understanding by all parties:

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Signed and agreed to this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Kendall County, Illinois

  
\_\_\_\_\_  
IFOP Labor Council

\_\_\_\_\_  
Kendall County Sheriff

**RENEWAL OF AND FIRST AMENDMENT TO THE  
AGREEMENT FOR THE PROVISION OF INMATE HEALTH  
SERVICES KENDALL COUNTY, ILLINOIS**

This Renewal and First Amendment (this "Renewal & Amendment") modifies the Agreement for the Provision of Inmate Health Services Kendall County Illinois effective January 1, 2016 (the "Agreement"), attached hereto as Exhibit "A," by and between Advanced Correctional Healthcare, Inc. ("ACH") and the County of Kendall, Illinois on behalf of the Sheriff of Kendall County (collectively referred to as, "Kendall County"). ACH and Kendall County shall hereinafter collectively be referred to as "the Parties".

**WHEREAS**, the Parties desire to memorialize their previous agreements to exercise the renewal terms set forth in Section 4.1 of the Agreement; and

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are conclusively acknowledged, the Parties mutually agree to amend the Agreement as follows:

- I. **WAIVER.** Both parties agree to retroactively waive the requirement that the agreement be renewed by written notice from Kendall County at least thirty (30) days prior to the expiration date, as set forth in Section 4.1 of the Agreement. Furthermore, by signing their names below, both Parties affirm their prior mutual agreement that the Agreement automatically renewed for successive one (1) year periods commencing on January 1, 2017 at 12:00 A.M. and each year thereafter through December 31, 2019 at 11:59 p.m. and, by signing their names below, the parties hereby waive any claims or defenses to the contrary.
- II. **TERM.** By signing their names below, the Parties hereby agree to delete the language set forth in Section 4.1 of the Agreement and replace it with the following language:

The term of this Agreement will begin on January 1, 2016 at 12:01 A.M. and will continue in full force and effect until December 31, 2016 at 11:59 P.M., unless earlier terminated, extended or renewed pursuant to this AGREEMENT. By agreement of the Parties, this AGREEMENT automatically renews for successive one (1) year periods commencing on January 1, 2017 at 12:00 A.M. and shall continue each year thereafter through December 31, 2019 at 11:59 P.M.

- III. **PRICING.** By signing their names below, the Parties hereby agree to the following:
  - A. Consistent with section 3.1.1 of the AGREEMENT, the pricing, based on the 12-Month Consumer Price Index (CPI) for medical care, for the contract year starting January 1, 2019, and ending December 31, 2019, shall be one hundred eighty-four thousand, five hundred sixty-nine dollars and thirty-three cents (\$184,569.33). The COUNTY will make monthly payments of \$15, 380.77 for the first eleven (11) months of the year, and will make a final monthly payment of \$15,380.86, for the month of December 2019.

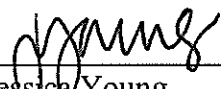


B. The compensation variance identified in 3.2.2.2 of the AGREEMENT (INMATE ADP) is modified for the contract year starting January 1, 2019, and ending December 31, 2019, to be \$0.12 for Kendall County Inmates and \$0.00 for non-Kendall County Inmates.

IV. **MISCELLANEOUS.** Except as set forth in this Renewal & Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Renewal & Amendment and the Agreement or any earlier amendment, the terms of this Renewal & Amendment will prevail.

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands and seals the date and year written below.

**ADVANCED CORRECTIONAL HEALTHCARE, INC.**

  
\_\_\_\_\_  
Jessica Young  
President

1/17/19  
\_\_\_\_\_  
Date

**COUNTY OF KENDALL, ILLINOIS**

\_\_\_\_\_  
Scott Gryder, Kendall County Board Chairman

\_\_\_\_\_  
Date

Attested by:

\_\_\_\_\_  
Debbie Gillette, Kendall County Clerk

\_\_\_\_\_  
Date

**KENDALL COUNTY SHERIFF**

\_\_\_\_\_  
Dwight Baird, Kendall County Sheriff

\_\_\_\_\_  
Date

**COUNTY OF KENDALL, ILLINOIS**  
**BUDGET & FINANCE COMMITTEE**  
**Meeting Minutes for Thursday, January 10, 2019**

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**Call to Order**

Committee Vice Chair Matt Kellogg called the Budget and Finance Committee to order at 7:18p.m.

**Roll Call**

<b>Attendee</b>	<b>Status</b>	<b>Arrived</b>	<b>Left Meeting</b>
John Purcell	<b>ABSENT</b>		
Amy Cesich	Present		
Audra Hendrix	Here		
Matt Kellogg	Present		
Matthew Prochaska	Here		

Staff Members Present: Latreese Caldwell

**Approval of Agenda** – Member Prochaska made a motion to approve the agenda with the amendment of delaying discussion of all agenda Items of Business until the January 24, 2019 Committee meeting. Member Hendrix seconded the motion. **Four members present voted aye to approve the agenda with the amendment, motion passed by a vote of 4-0.**

**Approval of Claims** – Member Hendrix made a motion and Member Prochaska seconded the motion to forward the Approval of Supplemental Claims in an amount not to exceed \$1,365,674.82 to the County Board. **With four members voting aye, the claims were approved to forward to the County Board for final approval by a vote of 4-0.**

**Department Head and Elected Official Reports** - None

**Items from Other Committees** - None

**Items of Business**

- *Discussion of Senior Levy* – Item moved to January 24, 2019 meeting
- *IMRF Funding Discussion* – Item moved to January 24, 2019 meeting
- *Discussion of Section 11.05A of the Kendall County Zoning Ordinance Pertaining to the Parking and Storage of Unoccupied Recreational Vehicles, Trailers and Mobile Homes* – Item moved to January 24, 2019 meeting

**Public Comment** – None

**Questions from the Media** – None

**Items for Committee of the Whole** – None

**Items for the County Board** - Approval of Supplemental Claims in an amount not to exceed \$1,365,674.82

**Executive Session** – None

**Adjournment** – Member Hendrix made a motion to adjourn the Budget and Finance Committee meeting, Member Prochaska seconded the motion. **The meeting was adjourned at 7:24p.m. by a 4-0 vote**

Respectfully submitted,

Valarie McClain  
Administrative Assistant and Recording Secretary

**COUNTY OF KENDALL, ILLINOIS**  
**ADMIN HR MEETING**  
**County Office Building**  
**111 W. Fox Street, Room 210; Yorkville**  
**Wednesday, January 16, 2019**

**CALL TO ORDER** - Committee Chair Elizabeth Flowers called the meeting to order at 5:31p.m.

**ROLL CALL**

<b>Attendee</b>	<b>Status</b>	<b>Arrived</b>	<b>Left Meeting</b>
Elizabeth Flowers	Present		
Judy Gilmour	Here		
Scott Gryder		5:38p.m.	
Matthew Prochaska	Here		
Robyn Vickers	<b>ABSENT</b>		

**Others in Attendance:** Bob Jones, Matt Kinsey, Scott Koepfel

**APPROVAL OF AGENDA** – Motion made by Member Gilmour second by Member Prochaska to approve the agenda. **With three members voting aye, the agenda was approved by a 3-0 vote.**

**APPROVAL OF MINUTES** – Motion made by Member Prochaska, second by Member Gilmour to approve the January 7, 2019 minutes. **With three members voting aye, the minutes were approved by a 3-0 vote.**

**DEPARTMENT HEAD AND ELECTED OFFICIAL REPORTS**

*Treasurer’s Office* – Bob Jones provided an update on the health insurance enrollment and the various plans. Mr. Jones reported that fourteen employees selected the H.S.A. \$2800 plan, and some employees moved from the HMO plan to the H.S.A. \$1500 plan. Written report provided in the packet.

*Administration Department* – Scott Koepfel briefly reviewed the monthly reports with the committee. Written report included in the packet.

Mr. Koepfel stated that Alliant Mesirow would attend at the 2<sup>nd</sup> February meeting to provide an end of year 2018 report.

Mr. Koepfel also updated the committee on his research on a quote for codification. He will continue to update the committee.

Mr. Koepfel also stated that it makes sense to include the I.D. badges for the County Office Building employees and include it in the County Office Building security project or with

time clocks as part of the ERP solution because of budgeting.

Mr. Koeppel also reported that the Technology Director and Facilities Director reviewed the management and administration of Internet and Phone system sections of the handbook. **The committee reviewed this section, and asked that annual Cyber Security training for all employees be included in part 2 on page 32.**

**PUBLIC COMMENT - None**

## **COMMITTEE BUSINESS**

- *Discussion of 2020 Wellness Program* – Beth Ishmael distributed information introduced Laura Czekanski, Wellness Supervisor for the The Horton Group. Ms. Czekanski began by looking at the biometric screenings and events that are already being conducted in the County. Ms. Czekanski reviewed information available by three top companies utilized by The Horton Group regarding screening packages and Health Fair Activities, as well as pricing for the various levels in each proposal.

Ms. Czekanski stated that these screening through a third-party administrator allow data to be collected, aggregate data between The Horton Group and the third-party vendor, and to be analyzed based on the whole person, not only their physical issues. Ms. Czekanski said they are then able to deliver year long, employee engagement-focused programs that sustain wellbeing improvement over time. Ms. Czekanski stated there are three ways employees are able to register with the screening company and participate in wellbeing screenings:

1. at an on-site screening event
2. with their personal physician
3. at a participating lab

Ms. Czekanski said next steps include member engagement in their personal wellbeing with the start of education programs and resources based on the screening data analysis.

Further discussion on the Contribution Exhibit that showed our current practice information of employee and employer contributions for each plan without additional wellness participation, and with wellness participation. There was also discussion on other resources and benefits such as Well on Target, discounted Fitness, and the Blue Points programs available through the Blue Cross Blue Shield website. **There was consensus to educate employees throughout 2019, and then to launch the next steps of the Wellness Program for 2020, and that the base cost of \$6,100 would come from contingency funds.**

- *Discussion on ERP Capital Project Solution Kendall County* – Matt Kinsey reported that the Treasurer’s Office continues to experience issues with their current payroll software. Mr. Kinsey briefed the committee on the proposed

payroll accounting system for the Treasurer's Office, which includes systems for vouchers, payroll and budgeting. **There was consensus by the committee for Mr. Kinsey to proceed with the RFP for the Treasurer's new system.**

- *Review of Employee Handbook Updates* – Mr. Koepfel reported that ASA Leslie Johnson is currently reviewing the second half of the employee handbook. Mr. Koepfel also stated he is updating the first sections of the handbook and will have that ready for the February 4, 2019 meeting.

**EXECUTIVE SESSION** – Not needed

**ITEMS FOR COMMITTEE OF THE WHOLE** – None

**ACTION ITEMS FOR COUNTY BOARD** - None

**ADJOURNMENT** – Member Prochaska made a motion to adjourn the meeting, second by Member Gryder. **With four members voting aye, the meeting was adjourned at 7:12p.m.**

Respectfully Submitted,

Valarie McClain  
Administrative Assistant and Recording Secretary



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## MEMORANDUM

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**To:** Scott Koeppel, Latreese Caldwell  
**From:** Mike Neuenkirchen, KAT Program Director  
**Subject:** SFY 19 Federal 5311 and State of Il. Downstate Operating Assistance Grants  
**Date:** February 1, 2019

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Kendall Area Transit is seeking the Board's approval of SFY 19 Federal 5311 and State of Illinois Downstate Operating Assistance contracts. The funding associated with these contracts historically underwrites around 70% of KAT's operating expenses within a program year.

These contracts authorize IDOT to award KAT \$55,578.00 in Federal 5311 Operating Assistance and \$1,044,197.00 in Illinois Downstate Operating Assistance for this current grant cycle. As IDOT is now issuing separate agreements for Federal and State assistance, the County is required to approve separate resolutions for each contract.

Please note the State's fiscal year runs from July 1, 2018, through June 30, 2019, so the issuance of these contracts by IDOT is extraordinarily late. As the contracts are the mechanism that allows the Voluntary Action Center reimbursement of expenses already incurred for the KAT program, the prompt timeline provided by both the board and administration for consideration of these items is greatly appreciated.

If you have any questions on these contracts, please let me know. I plan to make myself available for the 2/4 Admin committee and 2/5 full board meeting to answer any questions from the board members.

**RESOLUTION AUTHORIZING EXECUTION AND AMENDMENT OF SECTION 5311 PUBLIC  
TRANSPORTATION SERVICE GRANT AGREEMENT**

WHEREAS, the provision of public transit service is essential to the transportation of persons in the non-urbanized area; and

WHEREAS, 49 U.S.C. § 5311 (“Section 5311”), makes funds available to the State of Illinois to help offset certain operating deficits and administrative expenses of a system providing public transit service in non-urbanized areas; and

WHEREAS, the State of Illinois, acting by and through the Illinois Department of Transportation, is authorized by 30 ILCS 740/3-1 et seq. to provide the Section 5311 grant; and

WHEREAS, grants for said funds will impose certain obligations upon the recipient, including the provision by it of the local share of funds necessary to cover costs not covered by funds provided under Section 5311

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

Section 1. That an application be made to the Office of Intermodal Project Implementation, Department of Transportation, State of Illinois, for a financial assistance grant under Section 5311 for fiscal year 2019, for the purpose of off-setting a portion of the Public Transportation Program operating deficits of County of Kendall.

Section 2. That while participating in said operating assistance program the County of Kendall will provide all required local matching funds.

Section 3. That County Board Chairman of the County of Kendall is hereby authorized and directed to execute and file on behalf of the County of Kendall such application.

Section 4. That the County Board Chairman of the County of Kendall is authorized to furnish such additional information as may be required by the Office of Intermodal Project Implementation and the Federal Transit Administration in connection with the aforesaid application for said grant.

Section 5. That County Board Chairman of the County of Kendall is hereby authorized and directed to execute and file on behalf of the Name of Applicant a Section 5311 Grant Agreement (“Agreement”) with the Illinois Department of Transportation, and amend such Agreement, if necessary, in order to obtain grant assistance under the provisions of Section 5311 for fiscal year 2019.

Section 6. That County Administrator of the County of Kendall is hereby authorized to provide such information and to file such documents as may be required to perform the Agreement and to receive the grant for fiscal year 2019.

PRESENTED and ADOPTED by the County Board, this 5<sup>th</sup> day of February, 2019.

Approved:

Attest:

\_\_\_\_\_  
*Scott R. Gryder, County Board Chairman*

\_\_\_\_\_  
*Debbie Gillette, County Clerk and Recorder*



**RESOLUTION AUTHORIZING EXECUTION AND AMENDMENT OF DOWNSTATE OPERATING ASSISTANCE GRANT AGREEMENT**

WHEREAS, the provision of public transportation service is essential to the people of Illinois; and

WHEREAS, the Downstate Public Transportation Act (30 ILCS 740/2-1 et seq.) (“Act”) authorizes the State of Illinois, acting by and through the Illinois Department of Transportation, to provide grants and make funds available to assist in the development and operation of public transportation systems; and

WHEREAS, grants for said funds will impose certain obligations upon the recipient, including provision by it of the local share of funds necessary to cover costs not covered by funds provided under the Downstate Public Transportation Act.

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

Section 1. That the County of Kendall enter into a Downstate Public Transportation Operating Assistance Agreement (“Agreement”) with the State of Illinois and amend such Agreement, if necessary, for fiscal year 2019 in order to obtain grant assistance under the provisions of the Act.

Section 2. That the County Board Chairman of the County of Kendall is hereby authorized and directed to execute the Agreement or its amendment(s) on behalf of County of Kendall for such assistance for fiscal year 2019.

Section 3. That the County Administrator of the County of Kendall is hereby authorized to provide such information and file such documents as may be required to perform the Agreement and to request and receive the grant funding for fiscal year 2019.

Section 4. That while participating in said operating assistance program the County of Kendall shall provide all required local matching funds.

PRESENTED and ADOPTED by the County Board, this 5<sup>th</sup> day of February, 2019.

Approved:

Attest:

\_\_\_\_\_  
*Scott R. Gryder, County Board Chairman*

\_\_\_\_\_  
*Debbie Gillette, County Clerk and Recorder*

**COUNTY OF KENDALL, ILLINOIS**  
**Law, Justice and Legislation Committee**  
**Monday, January 14, 2019**  
**Meeting Minutes**

**Call to Order and Pledge Allegiance** - Chair Tony Giles called the meeting to order at 3:15p.m. by leading the Pledge of Allegiance.

**Roll Call:** Member Prochaska, Member Hendrix, Member Vickers, Member Giles and Member Gilmour were present. **With five members present voting aye, a quorum was determined to conduct business.**

**Others Present:** Sheriff Dwight Baird, Chief Deputy Mike Peters, Circuit Clerk Robyn Ingemunson, Coroner Jacquie Purcell, Chief Deputy Coroner Levi Gotte, Presiding Judge Robert Pilmer, State's Attorney Eric Weis, EMA Director Joe Gillespie

**Approval of the Agenda** –Member Hendrix made a motion to approve the agenda, second by Member Prochaska. **With five members present voting aye, the motion carried.**

**Approval of Minutes** – Member Gilmour made a motion to approve the December 17, 2018 meeting minutes, second by Member Hendrix. **With five members present voting aye, the motion carried.**

**Public Comment** – None

**Status Reports**

**Coroner** –Coroner Purcell reviewed the monthly report with the committee, and reported 27 deaths for December, 26 natural, and 1 pending investigation. Written report provided.

**Circuit Clerk** – Ms. Ingemunson reported they are very short-staffed with 2 clerks in training for civil, 3 clerks in training for criminal and 1 clerk in training for traffic, as well as 3 clerks out on FMLA. Ms. Ingemunson also reported they continue to have issues with the e-file system they have been using since January 2018. Ms. Ingemunson stated they continue having issues with the case-management system and are unable to run reports. Staff has to go in and manually enter each motion to vacate fee, and have covered over 600 cases thus far.

**Court Services** – Alice Elliott provided information on the new contact standards for 2020, and said her office will begin utilizing with clients soon. Written documentation provided in packet.

**EMA** – Written report provided. They continued the Siren, STARCOM and WSPY EAS testing.

**Public Defender** – Written report provided.

**Sheriff's Report**

- a. Operations Division – Written report provided. Sheriff Baird
- b. Records Division – Written report provided. Commander Langston
- c. Corrections Division – Written report provided. Chief Deputy Peters

**Old Business** - None

**New Business** - None

**Legislative Update** – No report

**Chairman's Report/Comments**

- A. 2019 Meeting Dates: 2/11, 3/11. 4/8. 5/13. 6/10, 7/8, 8/12, 9/9, 12/9
- B. Months to be determined are October & November, due to County holidays
- C. Meeting location for March & April will not be in Jury Assembly room due to trial dates

**Executive Session** – Not needed

**Adjournment** – Member Hendrix made a motion to adjourn the meeting, second by Member Gilmour.  
**With all in agreement, the meeting adjourned at 3: p.m.**

Respectfully Submitted,

Valarie McClain  
Administrative Assistant and Recording Clerk