

**DEKALB COUNTY GOVERNMENT
COUNTY BOARD MEETING
MAY 21, 2014
7:30 p.m.**

AGENDA

1. Roll Call
2. Pledge to the Flag
3. Approval of Minutes
4. Approval of Agenda
5. Communications and Referrals
 - a. Veteran's Honor Roll
 - b. Employee Service Awards
6. Persons to be Heard from the Floor
7. Proclamations: None
8. Appointments for this Month: None
9. Reports from Standing Committees & Ad Hoc Committees

PLANNING & ZONING COMMITTEE

No Business

COUNTY HIGHWAY COMMITTEE

- a. **Resolution R2014-22:** Award Resolution for the Purchase of Two New 2015 Tandem Axle Cab and Chassis. *The DeKalb County Board does approve this award for the bid submitted meeting specifications by CIT Group, Inc. of Loves Park, Illinois for the provision of two new 2015 Tandem Axle Cab and Chassis and warranty option provisions in the total amount of \$206,753.84 and the vehicles being disposed of will be done by either trade in allowance or individual sale whichever Staff determines to be the best method.* **Committee Action: Mr. Jones made a motion to authorize the purchase of two tandems cab and chassis from CIT Group, Inc. from Loves Park, Illinois and Vice Chair Pietrowski seconded the motion. The motion passed unanimously.**
- b. **Resolution R2014-29:** Authorizing to Execute and File a Section 5311 Downstate Operating Assistance Grant Agreement. *The DeKalb County Board authorizes to execute and file a Section 5311 Downstate Operating Assistance Grant Agreement for funding the County's rural transportation services such as TransVac and MedVac. When funds are approved they are passed through the County to the Voluntary Action Center along with all responsibilities and liability.* **Committee Action: Vice Chair Pietrowski made a motion and Mr. Jones seconded it to forward the resolution to the Full County Board recommending approval. The motion passed unanimously.**

- c. **Resolution R2014-30:** Acceptance of the Special Warranty as a Condition to Receive Section 5311 Funds. *The DeKalb County Board does agree to the terms and conditions of the attached Special Warranty for receiving Section 5311 Funds regarding fair and equitable arrangements to protect the interests of employees affected by such assistance.* **Committee Action: Vice Chair Pietrowski made a motion and Mr. Jones seconded it to forward the resolution to the Full County Board recommending approval. The motion passed unanimously.**

ECONOMIC DEVELOPMENT COMMITTEE

- a. **Resolution R2014-36:** Contributing Funds to the Community Foundation for a Countywide Survey. *The DeKalb County Board hereby approves the contribution of \$5,000 from the Opportunity Fund to the DeKalb County Community Foundation for a survey for its “Advancing DeKalb County” initiative which will work to align the resources of public, private, and non-profit service providers to positively impact a set of countywide issues that matter to residents and workers.* **Committee Action: It was moved by Mr. Pietrowski, seconded by Mr. Metzger and carried unanimously by voice vote to forward a resolution to the Full County Board for approval.**

HEALTH & HUMAN SERVICES COMMITTEE

- a. **Resolution R2014-33:** Award of the Senior Services Tax Levy Funding. *The DeKalb County Board does approve the recommendation of the Health and Human Services Committee and agrees to purchase services from the agencies listed on the resolution in amounts not exceeding \$415,047.00 for the period beginning July 1, 2014 and ending June 30, 2015.* **Committee Action: It was moved by Mr. Emerson, seconded by Mr. Whelan, and it was carried unanimously by roll call vote to forward these recommendations to the Full County Board for approval.**
- b. **Resolution R2014-34:** Amending the DeKalb County Rehab & Nursing Center Operating Board By-Laws. *The DeKalb County Board does hereby approve the changes, as attached on Exhibit 1, to the By-Laws of the Operating Board of the DeKalb County Rehab & Nursing Center and that said changes will be effective on July 1, 2014.* **Committee Action: It was moved by Mr. Metzger, seconded by Mr. Tyson and it was moved unanimously by voice vote to forward the recommended changes to the Full County Board for approval.**
- c. **Resolution R2014-35:** Amending the Supportive Living Facility Board By-Laws. *The DeKalb County Board does hereby approve the changes, as attached on Exhibit 1, to the By-Laws of the Board of the DeKalb County Supportive Living Facility Not-for-Profit and that said changes will be effective on July 1, 2014.* **Committee Action: It was moved by Mr. Metzger, seconded by Mr. Tyson and it was moved unanimously by voice vote to forward the recommended changes to the Full Board for approval.**

LAW & JUSTICE COMMITTEE

No Business

FINANCE COMMITTEE

- a. **Resolution R2014-31**: Adopting a Whistleblower Protection Policy. *The DeKalb County Board hereby adopts the Whistleblower Protection Policy, Exhibit "A" attached hereto, as an official policy of DeKalb County Government, applicable to all employees, officers, officials, volunteers, and contracted service providers, effective as of the date of this Resolution. Committee Action: It was moved by Mr. Cvek, seconded by Mrs. Haji-Sheikh and it was moved unanimously by voice vote to forward the resolution to the Full Board for approval.*
- b. **Resolution R2014-37**: Landfill Host Community Agreement Amendment. *The DeKalb County Board does hereby agree to approve the attach amendment to the Host Community Agreement with Waste Management that (a) allows for the acceptance of waste from outside of DeKalb County during 2014, and (b) delays the minimum guaranteed revenue provisions to the County until 2015, and (c) delays the internal allocation for the Solid Waste Program and the Forest Preserve until 2015. Committee Action: Mrs. Tobias moved to forward the Agreement Amendment to the Full County Board for approval and Mr. Stoddard seconded the motion. The motion carried by voice vote with one opposition from Mrs. Haji-Sheikh.*
- c. **Resolution R2014-38**: Accepting the Gift of Certain Real Property as Part of the Evergreen Village Mitigation Project. *The DeKalb County Board does hereby accept the gift by Frank Santoro of certain real properties identified as follows: P.I.N.: 06-33-177-022 consisting of 33.4 acres, P.I.N.: 06-33-176-003 consisting of 1.93 acres, and P.I.N.: 06-33-200-009 consisting of 3.6 acres, the legal descriptions of which are attached hereto as Exhibit A; said properties to be held by the County for conservation purposes as part of the mitigation of Evergreen Village Mobile Home Park located in unincorporated Sycamore Township. Committee Action: It was moved by Mrs. Haji-Sheikh, seconded by Mr. Stoddard and it was moved unanimously to forward the resolution to the Full County Board for approval.*
- d. **Claims for May 2014**: Move to approve the claims for this month, and the off cycle claims paid during the previous month, in the amount of \$5,961,844.68.
- e. **Reports of County Officials**: Move to accept and place on file the following Reports of County Officials:
 1. Cash & Investments in County Banks – April 2014
 2. Public Defender's Report – April 2014
 3. Adult & Juvenile Monthly Reports – April 2014
 4. Sheriff's Jail Report – April 2014
 5. Planning & Zoning Building Permits & Construction Reports - April 2014

EXECUTIVE COMMITTEE

- a. **Resolution R2014-39**: Release of Executive Session Minutes. *The DeKalb County Board does hereby direct the Clerk of the Board to make the minutes of the meetings stated in the resolution available for public inspection. Committee Action: It was moved by Mrs. DeFauw, seconded by Mr. Stoddard and moved unanimously by voice vote to forward a resolution to the Full Board for approval.*
 - b. **EXECUTIVE SESSION: Labor Negotiations**
 - c. **Resolution R2014-40**: Labor Contract with the Metropolitan Alliance of Police, Local Chapter #318. *The DeKalb County Board does concur in the recommendation of its negotiators and does hereby ratify the labor contract with the Metropolitan Alliance of Police, Local Chapter #318 for the period of January 1, 2014 through December 31, 2018 as summarized on Attachment A to this resolution and does direct the Chairman to execute the contract as prepared by the County's Labor Attorney and further directs staff to implement said contract in a timely fashion. Committee Action: Ms. Fauci moved to forward the MAP Labor Contract for Local Chapter #318 to the Full Board for approval. Mrs. Turner seconded the motion and it was carried unanimously by voice vote.*
10. Old Business
 11. New Business
 - a. **Appointments Scheduled to be made in the Month of June 2014**
 1. Community Services Administrative Board – 5 positions
 12. Adjournment
-

DEKALB COUNTY FOREST PRESERVE DISTRICT MAY 21, 2014

AGENDA

1. Roll Call
2. Approval of Minutes
3. Approval of Agenda
4. Standing Committee Report
 - a. **Claims for May 2014**: Move to approve the claims for this month, and the off cycle claims paid during the previous month, in the amount of \$63,656.83.
5. Old Business
6. New Business
7. Adjournment

Note: These minutes are not official until approved by the DeKalb County Board at a subsequent meeting. Please refer to the meeting minutes when these minutes are approved to obtain any changes to these minutes.

DeKalb County Government
Sycamore, Illinois

COUNTY BOARD PROCEEDINGS
April 16, 2014

The County Board met in regular session at the Legislative Center Wednesday, April 16, 2014. The Chair called the meeting to order and the Clerk called the roll. Those Members present were Mr. Pietrowski, Mr. Reid, Mr. Stoddard, Mrs. Turner, Mr. Tyson, Mr. Whelan, Mr. Brown, Mr. Cribben, Mr. Cvek, Mrs. DeFauw, Mr. Deverell, Mr. Emerson, Ms. Fauci, Mr. Foster, Mr. Frieders, Mrs. Fullerton, Mr. Gudmunson, Mrs. Haji-Sheikh, Mr. Johnson, Mr. Jones, Mr. O’Barski, Mr. Oncken, and Chairman Metzger. Mrs. Tobias was absent. The roll call resulted in twenty-three Members present and one absent.

Chairman Metzger asked Mr. Pietrowski to lead to the pledge of allegiance.

APPROVAL OF MINUTES

Motion

Mr. O’Barski moved to approve the Minutes of March 19, 2014. Mrs. Haji-Sheikh seconded the motion.

Voice Vote

Chairman Metzger asked for a voice vote on the approval of the Minutes. All Members present voted yea. Motion carried unanimously.

APPROVAL OF AGENDA

Chairman Metzger announced that he would like to remove items A., B., and C under the Planning & Zoning Committee which would involve removing the Executive Session regarding Land Acquisition, Action Items from Executive Session, and Resolution R2014-25: Withdrawing from the Evergreen Village Mitigation Project.

Motion

Mr. Cvek moved to approve the agenda as amended and Mr. Whelan seconded the motion.

Voice Vote

The motion was carried unanimously by voice vote.

COMMUNICATIONS AND REFERRALS

Chairman Metzger read aloud the following statement:

“As you know, DeKalb County received a grant from FEMA in June of 2012 to purchase the Evergreen Village mobile home park. The Park and its residents are located within the floodway of the Kishwaukee River, and the property has flooded repeatedly over the years. The grant from

FEMA allowed the County to start the very complicated program, and it took most of a year-and-a-half to get to the point where the County could make an offer to buy the mobile home park.

Yesterday, April 15, Frank Santoro, the owner of Evergreen Village, accepted the County's offer to purchase his property. His voluntary participation is required by the laws that govern the project, and Mr. Santoro's willingness to take part is greatly appreciated. The closing on the sale is set for not later than May 30, 2014.

With this agreement in place, the County can now begin the long and complex process of working individually with each of the residents of Evergreen Village. The County will offer to buy their mobile homes, find them alternative, comparable housing that is decent, safe, and sanitary, and help pay moving expenses. The goal will be to have most if not all residents relocated to new housing by the end of this year. In particular, the County wants to help families with school-age children find new housing before the start of the Fall term. This is an ambitious schedule, but the County is committed to making it work on behalf of the mobile home park residents."

Chairman Metzger also took the time to thank all of the County Staff and County Board Members who have worked so many years to make the Evergreen Village Mitigation Project possible. He expressed that everyone's main concern is taking care of the residents at the park.

Employee Service Awards

Employee Service Awards for the month of April 2014 were: Five Years – Kevin Fricke: Highway Department, Justin Moede: Sheriff's Department, Margarete Carey: Court Services, Douglas Brouwer, Jr.: Sheriff's Department, and Linda Camerier: State's Attorney's Office; Fifteen Years: Toby Jennings: Sheriff's Department, Dennis Bell: Forest Preserve, and John Holiday: Sheriff's Department; Twenty Years: Colleen Kissan: Facilities Management; Twenty-Five Years: Rodney Sturm: Facilities Management and Carol Feiza: Sheriff's Department; Thirty Years: Leanne Snyder: Finance Office; Thirty-Five Years: John "Buck" Bulkley: Forest Preserve.

Chairman Metzger announced: "*Keith Anderson, Building Inspector with the Planning, Zoning and Building Department, was in Washington, IL (April 1 – 3), volunteering his services to the rebuilding effort following last year's devastating tornado. Keith expressed that one cannot really appreciate the scope of the damage to that community until one goes there and sees; it is indescribable. Yet Washington, with the help of many like Keith, is determined to recover and rebuild. It should make the County Board and citizens of DeKalb County proud to know that we can help, just as we hope others would help us were we the victims of such a tragedy, by lending our time, our expertise, and our good wishes to our neighbors to the south.*" During the Chairman's statement there were pictures displayed that Mr. Anderson had taken while in Washington, Illinois.

Chairman Metzger also made with a few announcements pertaining to County Board Members.

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PERSONS TO BE HEARD FROM THE FLOOR

There were no individuals present to address the County Board on any items that had not been subject to a properly noticed and legally held public hearing conducted by the Hearing Officer.

PROCLAMATIONS

Proclamation R2014-04: Recognizing Keith Mokry as Winner of the DeKalb County Regional Spelling Bee

Mr. Frieders read and presented alongside Chairman Metzger a Proclamation to Somonauk Middle School Student, Keith Mokry, who was the winner of the DeKalb County Regional Spelling Bee.

APPOINTMENTS

Chairman Metzger recommended the following appointment: **DeKalb County Sheriff's Merit Commission**: La Metra Curry for an immediate appointment to fill the unexpired term of Bennetta Stearns until November 30, 2014.

Motion

Mr. Cvek moved to approve the recommended appointment. Mr. Oncken seconded the motion.

Voice Vote

The Chairman asked for a voice vote on the appointment. All Members voted yea. Motion carried unanimously.

REPORTS FROM STANDING COMMITTEES

COUNTY HIGHWAY COMMITTEE

Resolution R2014-19: 2014 Road Districts Hot-Mix Projects

Motion

Mr. Gudmunson moved that the DeKalb County Board does award the following bids for the 2014 Road District Hot-Mix Projects: Building Paving LLC dba Hardin Paving Services was the low bidder meeting specifications for the hot-mix resurfacing of two miles of Hinckley Road in Pierce Road District for a cost of \$85,361. Curran Contracting was the low bidder meeting specifications for five projects. They are the hot-mix resurfacing of 2.18 miles of Barber Greene Road in Cortland Road District for a cost of \$181,259.37; the hot-mix resurfacing of 1.04 miles of Shabbona Grove Road in Shabbona Road District in the amount of \$115,394.20; the hot-mix resurfacing of 1.02 miles of Council Road in Somonauk Road District for a cost of \$175,587.12; the hot-mix resurfacing of 1.54 miles of Governor Beveridge Highway and Bastian Road in Squaw Grove Road District; and the hot-mix resurfacing of 2.24 miles of various subdivision roads in Sycamore Road District for a cost of \$327,593.38. Peter Baker and Son Company was the low bidder meeting specifications for the hot-mix resurfacing of 0.78 miles of Pleasant Hill Road in Kingston Road District for a cost of \$92,601.25. Mr. O'Barski seconded the motion.

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Roll Call Vote

Chairman Metzger called for a roll call vote on the motion. Those Members voting yea were Mr. Pietrowski, Mr. Reid, Mr. Stoddard, Mrs. Turner, Mr. Tyson, Mr. Whelan, Mr. Brown, Mr. Cribben, Mr. Cvek, Mrs. DeFauw, Mr. Deverell, Mr. Emerson, Ms. Fauci, Mr. Foster, Mr. Frieders, Mrs. Fullerton, Mr. Gudmunson, Mrs. Haji-Sheikh, Mr. Johnson, Mr. Jones, Mr. O'Barski, Mr. Oncken and Chairman Metzger. All Members voted yea. Motion carried unanimously.

Resolution R2014-20: Local Agency Agreement for Federal Participation, Peace Road

Motion

Mr. Gudmunson moved the DeKalb County Board deems it appropriate to enter into an agreement with the State of Illinois for the resurfacing and other improvements on Peace Road between Pleasant Street and Bethany Road, in DeKalb and Cortland Townships with an estimated cost of \$1,480,000.00 with the local share to be estimated at \$296,000.00. Mr. Reid seconded the motion.

Roll Call Vote

A roll call vote was taken on the motion to approve the Resolution. Those Members voting yea were Mr. Pietrowski, Mr. Reid, Mr. Stoddard, Mrs. Turner, Mr. Tyson, Mr. Whelan, Mr. Brown, Mr. Cribben, Mr. Cvek, Mrs. DeFauw, Mr. Deverell, Mr. Emerson, Ms. Fauci, Mr. Foster, Mr. Frieders, Mrs. Fullerton, Mr. Gudmunson, Mrs. Haji-Sheikh, Mr. Johnson, Mr. Jones, Mr. O'Barski, Mr. Oncken and Chairman Metzger. All Members voted yea. Motion carried unanimously.

Resolution R2014-21: 2014 Rejuvenator Project

Motion

Mr. Gudmunson moved the DeKalb County Board does award the 2014 Rejuvenator Project to the low bidder meeting specifications, Corrective Asphalt Materials, LLC of South Roxana, Illinois, in the amount of \$199,427.89 for the application of 9.98 miles of rejuvenator reclamite on DeKalb County Roads and 2.62 miles of rejuvenator-CRF on various roads in Mayfield and Sandwich Road Districts. Mr. Stoddard seconded the motion.

Roll Call Vote

A roll call vote was taken on the motion to approve the Resolution. Those Members voting yea were Mr. Pietrowski, Mr. Reid, Mr. Stoddard, Mrs. Turner, Mr. Tyson, Mr. Whelan, Mr. Brown, Mr. Cribben, Mr. Cvek, Mrs. DeFauw, Mr. Deverell, Mr. Emerson, Ms. Fauci, Mr. Foster, Mr. Frieders, Mrs. Fullerton, Mr. Gudmunson, Mrs. Haji-Sheikh, Mr. Johnson, Mr. Jones, Mr. O'Barski, Mr. Oncken and Chairman Metzger. All Members voted yea. Motion carried unanimously.

Resolution R2014-23: Local Agency Agreement for Federal Participation, Keslinger Road Bridge

Motion

Mr. Gudmunson moved that the DeKalb County Board deems it appropriate to enter into an agreement with the State of Illinois for the repair/replacement of the bridge over the South Branch of the Kishwaukee River as it crosses Keslinger Road, in Afton Township at an estimated cost of \$1,000,000.00 with the local share to be estimated at \$600,000.00. Mr. Oncken seconded.

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Roll Call Vote

A roll call vote was taken on the motion. Those Members voting yea were Mr. Pietrowski, Mr. Reid, Mr. Stoddard, Mrs. Turner, Mr. Tyson, Mr. Whelan, Mr. Brown, Mr. Cribben, Mr. Cvek, Mrs. DeFauw, Mr. Deverell, Mr. Emerson, Ms. Fauci, Mr. Foster, Mr. Frieders, Mrs. Fullerton, Mr. Gudmunson, Mrs. Haji-Sheikh, Mr. Johnson, Mr. Jones, Mr. O'Barski, Mr. Oncken and Chairman Metzger. All Members voted yea. Motion carried unanimously.

Resolution R2014-24: 2014 Pavement Marking Project

Motion

Mr. Gudmunson moved the DeKalb County Board does authorize the expenditure of MFT funds to be used for the 2014 Pavement Marking Project in the amount of \$94,000.00. Mr. Cvek seconded the motion.

Roll Call Vote

A roll call vote was taken on the motion. Those Members voting yea were Mr. Pietrowski, Mr. Reid, Mr. Stoddard, Mrs. Turner, Mr. Tyson, Mr. Whelan, Mr. Brown, Mr. Cribben, Mr. Cvek, Mrs. DeFauw, Mr. Deverell, Mr. Emerson, Ms. Fauci, Mr. Foster, Mr. Frieders, Mrs. Fullerton, Mr. Gudmunson, Mrs. Haji-Sheikh, Mr. Johnson, Mr. Jones, Mr. O'Barski, Mr. Oncken and Chairman Metzger. All Members voted yea. Motion carried unanimously.

HEALTH & HUMAN SERVICES COMMITTEE

Resolution R2014-28: Authorizing an Increase in Authorized Hours for Case Managers in the Community Services Department

Motion

Mrs. DeFauw moved the DeKalb County Board, effective April 20, 2014, does hereby approve an increase in the authorized number of hours for Case Managers in the DeKalb County Community Services Department from a total of 75 hours per week to a total of 81.5 hours per week, and that the authorized maximum number of full-time Case Manager positions with full benefits including health insurance shall not exceed two at any time, and that any hours not filled by full-time Case Manager positions are authorized to be filled with part-time Case Manager positions provided that the total number of hours does not exceed 81.5 hours per week. This increase is completely Grant Funded and is not dependent in any way on General Fund revenues.

Mrs. Haji-Sheikh seconded the motion.

Voice Vote

The motion carried unanimously by voice vote.

LAW & JUSTICE COMMITTEE

Ordinance O2014-06: Neutral Site Custody Exchange Fund

Motion

Mrs. Fullerton moved the DeKalb County Board does approve that a “Neutral Site Custody Exchange Fund” is hereby established as of July 1, 2014 and the Clerk of the 23rd Judicial Circuit Court shall charge and collect a fee of \$8.00 from the plaintiff at the time of filing of the case and from the defendant at the time of filing an appearance on all civil cases from these purposes and remit all fees collected hereunder to the County Treasurer each month. Mr. Oncken seconded the motion.

Roll Call Vote

A roll call vote was taken on the Ordinance. Those Members voting yea were Mr. Pietrowski, Mr. Reid, Mr. Stoddard, Mrs. Turner, Mr. Tyson, Mr. Whelan, Mr. Brown, Mr. Cribben, Mr. Cvek, Mrs. DeFauw, Mr. Deverell, Mr. Emerson, Ms. Fauci, Mr. Foster, Mrs. Fullerton, Mr. Gudmunson, Mrs. Haji-Sheikh, Mr. Johnson, Mr. Jones, Mr. O’Barski, Mr. Oncken and Chairman Metzger. Mr. Frieders voted nay. The motion carried.

FINANCE COMMITTEE

Resolution R2014-26: Real Estate Trustee Program Contract Amendment

Motion

Mr. Reid moved the DeKalb County Board hereby expressly consents to, ratifies and approves the assignment and delegation by Joseph E. Meyer of all of his rights and liabilities under the Agreements to Joseph E. Meyer & Associates, Inc., an Illinois corporation. The Agreements shall remain in full force and effect according to the terms thereof. Mr. Cvek seconded the motion.

Voice Vote

The motion moved unanimously by voice vote.

Resolution R2014-27: Delinquent Property Tax Sale

Motion

Mr. Reid moved to authorize the Chairman of the DeKalb County Board to execute a deed of conveyance of the County’s interest or authorize the cancellation of the appropriate Certificate of Purchase, as the case may be (parcel #13-06-332-003) the sum of \$219.31 to be paid to the Treasurer of DeKalb County, Illinois, to be disbursed according to law. Mrs. Fullerton seconded the motion.

Roll Call Vote

The Chairman called for a roll call vote on the motion. Those Members voting yea were Mr. Pietrowski, Mr. Reid, Mr. Stoddard, Mrs. Turner, Mr. Tyson, Mr. Whelan, Mr. Brown, Mr. Cribben, Mr. Cvek, Mrs. DeFauw, Mr. Deverell, Mr. Emerson, Ms. Fauci, Mr. Foster, Mr. Frieders, Mrs. Fullerton, Mr. Gudmunson, Mrs. Haji-Sheikh, Mr. Johnson, Mr. Jones, Mr. O’Barski, Mr. Oncken and Chairman Metzger. All Members voted yea. Motion carried unanimously.

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Claims for April 2014

Motion

Mr. Reid moved to approve the claims for this month, and the off cycle claims paid during the previous month, in the amount of \$5,144,489.72. Mr. Whelan seconded the motion to approve the claims.

Roll Call Vote

The Chairman asked for a roll call vote on the approval of the claims. Those Members voting yea were Mr. Pietrowski, Mr. Reid, Mr. Stoddard, Mrs. Turner, Mr. Tyson, Mr. Whelan, Mr. Brown, Mr. Cribben, Mr. Cvek, Mrs. DeFauw, Mr. Deverell, Mr. Emerson, Ms. Fauci, Mr. Foster, Mr. Frieders, Mrs. Fullerton, Mr. Gudmunson, Mrs. Haji-Sheikh, Mr. Johnson, Mr. Jones, Mr. O'Barski, Mr. Oncken and Chairman Metzger. All Members voted yea. Motion carried unanimously.

Reports of County Officials

Motion

Mr. Reid moved to accept and place on file the following Reports of County Officials: Cash & Investments in County Banks – March 2014; Public Defender's Report – March 2014; Adult & Juvenile Monthly Reports – March 2014; Sheriff's Jail Report – March 2014; Planning & Zoning Building Permits & Construction Reports - March 2014. Mr. Johnson seconded the motion.

Voice Vote

The Chairman requested a voice vote to accept the Reports of County Officials. All Members presented voted yea. Motion carried unanimously.

OLD BUSINESS / NEW BUSINESS

There were no items to discuss under old business or new business.

ADJOURNMENT

Motion

Mr. Cvek moved to adjourn the meeting and Mr. Stoddard seconded the motion.

Voice Vote

Chairman Metzger called for a voice vote on the adjournment. All Members voted yea. Motion carried unanimously.

DeKalb County Board Chairman

DeKalb County Clerk

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EMPLOYEE SERVICE AWARDS

May

2014

SUN

MON

TUE

WED

THU

FRI

SAT

Jocelyn Prall

40 YEARS OF SERVICE

05/20/1974

Rehab & Nursing

35 YEARS OF SERVICE

None

Lisa Winckler

30 YEARS OF SERVICE

05/11/1984

Sheriff's Department

Bradley Russell
Marla Cradduck
Betty George

25 YEARS OF SERVICE

05/15/1989

05/16/1989

05/16/1989

Highway
Rehab & Nursing
Rehab & Nursing

Marlin Chaplin

20 YEARS OF SERVICE

05/18/1994

Assessment's Office

Lisa Buffenbarger
Ronald Mosback
Ryan Loyd

15 YEARS OF SERVICE

05/03/1999

05/03/1999

05/17/1999

Circuit Clerk
Judiciary
Sheriff's Department

Patricia Sloan

10 YEARS OF SERVICE

05/31/2004

Rehab & Nursing

Nona Schulz
Patricia McKinley
Jeffrey Krasner

5 YEARS OF SERVICE

05/01/2009

05/01/2009

05/04/2009

Treasurer's Office
Jury Commission
Judiciary

For questions or corrections, please contact Lisa in the Administration Office at (895) 895-1639

RESOLUTION
#R2014-22

WHEREAS, bids have been invited by the County of DeKalb for provision of pieces of equipment as specified, and

WHEREAS, CIT Group, Inc. of Loves Park, Illinois has submitted the low bid meeting specifications, for the provision of said items;

NOW, THEREFORE, BE IT RESOLVED, by the DeKalb County Board that it does approve this award for the bid submitted meeting specifications by CIT Group, Inc. of Loves Park, Illinois for the provision of the specified pieces of equipment in the amount of Two Hundred Six Thousand Seven Hundred Fifty-Three Dollars and Eighty-Four Cents (\$206,753.84), as provided below:

- A) Provision of two new 2015 Tandem Axle Cab and Chassis as specified in the amount of Ninety-Nine Thousand Nine Hundred Forty-One Dollars and Ninety-Two Cents (\$99,941.92), each; and
- B) Option provision of transmission warranty for each said vehicle: Minimum 5 years unlimited mile extended warranty for Four Hundred Forty-Six Dollars and Zero cents (\$285.00) each.
- C) Option provision of Extended Engine Warranty for 60 months or 100,000 miles for Three Thousand One Hundred Fifty Dollars and Zero Cents (\$3,150.00) each;
- D) For a total per vehicle cost of One Hundred Three Thousand Three Hundred Seventy-Six Dollars and Ninety-Two Cents (\$103,376.92)

NOW, THEREFORE, BE IT FURTHER RESOLVED, by the DeKalb County that the vehicles being disposed of will be done by either trade in allowance or individual sale whichever Staff determines to be the best method.

PASSED AT SYCAMORE, ILLINOIS THIS 21ST DAY OF MAY, 2014 A.D.

Chairman, DeKalb County Board

ATTEST:

County Clerk

Board Information from May 1, 2014 Bid Letting:

**DeKalb County
Tandem Cab and Chassis**

CIT Group, Inc

Mack	\$ 99,941.92	
Kenworth	\$ 111,814.80	

JX Peterbilt

Model 348	\$ 92,750.00	Did Not Meet Specs
Model 365	\$ 108,080.00	

TransChicago

\$ 93,530.00	Did Not Meet Specs
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5311-DOAP Board Resolution

Number: R2014-29

WHEREAS, the provision of public transit service is essential to the people of Illinois; 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 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 the provision by it of the local share of funds necessary to cover costs not covered by funds provided under Section 5311 or the Act.

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

Section 1. That an application be made to the Division of Public and Intermodal Transportation, Department of Transportation, State of Illinois, for a financial assistance grant under Section 5311 and the Act for fiscal year 2015, for the purpose of off-setting a portion of the Public Transportation Program operating expenses and deficits of *DeKalb County*.

Section 2. That while participating in said operating assistance program *DeKalb County* will provide all required local matching funds.

Section 3. That the *County Administrator of DeKalb County* is hereby authorized and directed to execute and file on behalf of *DeKalb County* such application.

Section 4. That the *County Administrator of DeKalb County* is authorized to furnish such additional information as may be required by the Division of Public and Intermodal Transportation and the Federal Transit Administration in connection with the aforesaid application for said grant.

Section 5. That the *County Administrator of DeKalb County* is hereby authorized and directed to execute and file on behalf of *DeKalb County* a Section 5311-Downstate Operating Assistance 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 and the Act for fiscal year 2015.

Section 6. That the *County Administrator of DeKalb County* 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 2015.

PRESENTED and ADOPTED this 21st day of May, 2014

Jeffery L. Metzger
DeKalb County Board Chairman

Doug Johnson, DeKalb County Clerk

May 21, 2014

Acceptance of the Special Warranty

Resolution #2014-30

WHEREAS, Section 5311 of the Federal Transit Act of 1964, as amended, makes funds available to help offset certain operating deficits of a system providing public transit service in non-urbanized areas; and

WHEREAS, 49 U.S.C. § 5333(b) requires that fair and equitable arrangements must be made to protect the interests of employees affected by such assistance as a condition of receipt of funds under Section 5311; and

WHEREAS a simplified process for assuring employee protections that accommodates the needs of participants in the Section 5311 program has been agreed upon by the U.S. Department of Labor and the U.S. Department of Transportation by allowing execution of a Special Section 5333(b) Warranty for Section 5311 projects (Special Warranty), which the Secretary of Labor certified on May 31, 1979;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF DeKalb County:

Section 1. That an application be made to the Division of Public Transportation, Department of Transportation, State of Illinois, for a financial assistance grant under Section 5311 of the Federal Transit Act of 1964, as amended.

Section 2. As a condition of the receipt of Section 5311 funds, DeKalb County hereby agrees in writing to the terms and conditions of the Special Warranty (attached) regarding fair and equitable arrangements to protect the interests of employees affected by such assistance.

PASSED by the DeKalb County Board on the 21st day of May, 2014.
Officer or Official of Applicant

Jeffery L. Metzger

DeKalb County Board Chairman

Title

May 21, 2014

Date

SPECIAL WARRANTY ARRANGEMENT

For Application to Other Than Urbanized and Over-the-Road Bus Accessibility Projects PURSUANT TO SECTION 5333(b) OF TITLE 49 OF THE U.S. CODE, CHAPTER 53 October 1, 2008

The following language shall be made part of the contract of assistance by reference in the Federal Transit Administration's Master Agreement as signed by the grantee:

The terms and conditions set forth below shall apply for the protection of the transportation-related employees in the transportation service area of the Project. As a precondition of the release of assistance by the Grantee/State Agency to any Recipient under the grant, the Grantee shall bind the Recipient to these obligations by incorporating this arrangement into the contract of assistance between the Grantee and the Recipient(s), by reference. If a Grantee fails to comply with the terms of the Warranty and fails to bind a Recipient as a precondition to the release of funds, the Grantee will be a guarantor of the required protections and the Grantee will be required to act as if it were the Recipient of funds unless and until the Grantee is able to secure the retroactive agreement of the Recipient to be bound by the terms of the Warranty.

These protective arrangements are intended for the benefit of transit employees in the service area of the project, who are considered as third-party beneficiaries to the employee protective arrangements referenced in the grant contract between the U.S. Department of Transportation and the Grantee, and the parties to the contract so signify by executing that contract. Employees, or their representative, may assert claims with respect to the protective arrangements under this provision. This clause creates no independent cause of action against the United States Government.

The term "service area," as used herein, includes the geographic area over which the Project is operated and the area whose population is served by the Project, including adjacent areas affected by the Project. The term "Union," as used herein, shall refer to any labor organization representing employees providing public transportation services in the service area of a Project assisted under the grant. The term "employee," as used herein, shall include individuals who may or may not be represented by a Union. The term "Recipient," as used herein, shall refer to any employer(s) receiving transportation assistance under the grant. The term "Grantee," as used herein, shall refer to the applicant for assistance; a Grantee which receives assistance is also a Recipient.

Where the Department of Labor (the Department) deems it necessary to modify the requirements of this Special Warranty Arrangement so that a particular Grantee or Recipient can continue to satisfy the requirements of the statute, the Department will issue a supplementary certification letter setting forth the alternative provisions to be included in the contract of assistance between the Grantee and FTA, by reference. These terms will be made binding upon the particular Grantee or Recipient, along with these terms and conditions, for each subsequent grant of assistance until withdrawn in writing by the Department.

- (1) The Project shall be carried out in such a manner and upon such terms and conditions as will not adversely affect employees of the Recipient and of any other surface public transportation provider in the transportation service area of the Project. It shall be an obligation of the Recipient to assure that any and all transportation services assisted by the Project are contracted for and operated in such a manner that they do not impair the rights and interests of affected employees. The term "Project," as used herein, shall not be limited to the particular

facility, service, or operation assisted by Federal funds, but shall include any changes, whether organizational, operational, technological, or otherwise, which are a result of the assistance provided. The phrase "as a result of the Project," shall, when used in this arrangement, include events related to the Project occurring in anticipation of, during, and subsequent to the Project and any program of efficiencies or economies related thereto; provided, however, that volume rises and falls of business, or changes in volume and character of employment brought about solely by causes other than the Project (including any economies or efficiencies unrelated to the Project) are not within the purview of this arrangement.

An employee covered by this arrangement, who is not dismissed, displaced or otherwise worsened in his/her position with regard to employment as a result of the Project, but who is dismissed, displaced or otherwise worsened solely because of the total or partial termination of the Project or exhaustion of Project funding shall not be deemed eligible for a dismissal or displacement allowance within the meaning of paragraphs (6) and (7) of this arrangement.

- (2) Where employees of a Recipient are represented for collective bargaining purposes, all Project services provided by that Recipient shall be provided under and in accordance with any collective bargaining agreement applicable to such employees which is then in effect. This Arrangement does not create any collective bargaining relationship where one does not already exist or between any Recipient and the employees of another employer. Where the Recipient has no collective bargaining relationship with the Unions representing employees in the service area, the Recipient will not take any action which impairs or interferes with the rights, privileges, and benefits and/or the preservation or continuation of the collective bargaining rights of such employees.
- (1) All rights, privileges, and benefits (including pension rights and benefits) of employees covered by this arrangement (including employees having already retired) under existing collective bargaining agreements or otherwise, or under any revision or renewal thereof, shall be preserved and continued; provided, however, that such rights, privileges and benefits which are not foreclosed from further bargaining under applicable law or contract may be modified by collective bargaining and agreement by the Recipient and the Union involved to substitute other rights, privileges and benefits. Unless otherwise provided, nothing in this arrangement shall be deemed to restrict any rights the Recipient may otherwise have to direct the working forces and manage its business as it deemed best, in accordance with the applicable collective bargaining agreement.
- (2) (4) The collective bargaining rights of employees covered by this arrangement, including the right to arbitrate labor disputes and to maintain union security and checkoff arrangements, as provided by applicable laws, policies and/or existing collective bargaining agreements, shall be preserved and continued. Provided, however, that this provision shall not be interpreted so as to require the Recipient to retain any such rights which exist by virtue of a collective bargaining agreement after such agreement is no longer in effect.

The Recipient agrees that it will bargain collectively with the Union or otherwise arrange for the continuation of collective bargaining, and that it will enter into agreements with the Union or arrange for such agreements to be entered into,

relative to all subjects which are or may be proper subjects of collective bargaining. If, at any time, applicable law or contracts permit or grant to employees covered by this arrangement the right to utilize any economic measures, nothing in this arrangement shall be deemed to foreclose the exercise of such right.

- (3) (a) The Recipient shall provide to all affected employees sixty (60) days' notice of intended actions which may result in displacements or dismissals or rearrangements of the working forces as a result of the Project. In the case of employees represented by a Union, such notice shall be provided by certified mail through their representatives. The notice shall contain a full and adequate statement of the proposed changes, and an estimate of the number of employees affected by the intended changes, and the number and classifications of any jobs within the jurisdiction and control of the Recipient, including those in the employment of any entity bound by this arrangement pursuant to paragraph (21), available to be filled by such affected employees.

(b) The procedures of this subparagraph shall apply to cases where notices involve employees represented by a Union for collective bargaining purposes. At the request of either the Recipient or the representatives of such employees, negotiations for the purposes of reaching agreement with respect to the application of the terms and conditions of this arrangement shall commence immediately. These negotiations shall include determining the selection of forces from among the mass transportation employees who may be affected as a result of the Project, to establish which such employees shall be offered employment for which they are qualified or can be trained. If no agreement is reached within twenty (20) days from the commencement of negotiations, any party to the dispute may submit the matter to dispute settlement procedures in accordance with paragraph (15) of this arrangement. Unless the parties otherwise mutually agree in writing, no change in operations, services, facilities or equipment within the purview of this paragraph (5) shall occur until after either: 1) an agreement with respect to the application of the terms and conditions of this arrangement to the intended change(s) is reached; 2) the decision of the arbitrator has been rendered pursuant to this subparagraph (b); or 3) an arbitrator selected pursuant to Paragraph (15) of this arrangement determines that the intended change(s) may be instituted prior to the finalization of implementing arrangements.

(c) In the event of a dispute as to whether an intended change within the purview of this paragraph (5) may be instituted at the end of the 60-day notice period and before an implementing agreement is reached or a final arbitration decision is rendered pursuant to subparagraph (b), any involved party may immediately submit that issue to arbitration under paragraph (15) of this arrangement. In any such arbitration, the arbitrator shall rely upon the standards and criteria utilized by the Surface Transportation Board (and its predecessor agency, the Interstate Commerce Commission) to address the "preconsummation" issue in cases involving employee protections pursuant to 49 U.S.C. Section 11326 (or its predecessor, Section 5(2)(f) of the Interstate Commerce Act, as amended). If the Recipient demonstrates, as a threshold matter in any such arbitration, that the intended action is a trackage rights, lease proceeding or similar transaction, and not a merger, acquisition, consolidation, or other similar transaction, the burden shall then shift to the involved labor organization(s) to prove that under the standards and criteria referenced above, the intended action should not be permitted to be

instituted prior to the effective date of a negotiated or arbitrated implementing agreement. If the Recipient fails to demonstrate that the intended action is a trackage rights, lease proceeding, or similar transaction, it shall be the burden of the Recipient to prove that under the standards and criteria referenced above, the intended action should be permitted to be instituted prior to the effective date of a negotiated or arbitrated implementing agreement. For purposes of any such arbitration, the time period within which the parties are to respond to the list of potential arbitrators submitted by the American Arbitration Association Service shall be five (5) days, the notice of hearing may be given orally or by facsimile, the hearing will be held promptly, the award of the arbitrator shall be rendered promptly and, unless otherwise agreed to by the parties, no later than fourteen (14) days from the date of closing the hearings, with five (5) additional days for mailing if posthearing briefs are requested by either party. The intended change shall not be instituted during the pendency of any arbitration proceedings under this subparagraph (c).

(d) If an intended change within the purview of this paragraph (5) is instituted before an implementing agreement is reached or a final arbitration decision is rendered pursuant to subparagraph (b), all employees affected shall be kept financially whole, as if the noticed and implemented action has not taken place, from the time they are affected until the effective date of an implementing agreement or final arbitration decision. This protection shall be in addition to the protective period defined in paragraph (14) of this arrangement, which period shall begin on the effective date of the implementing agreement or final arbitration decision rendered pursuant to subparagraph (b).

An employee selecting, bidding on, or hired to fill any position established as a result of a noticed and implemented action prior to the consummation of an implementing agreement or final arbitration decision shall accumulate no benefits under this arrangement as a result thereof during that period prior to the consummation of an implementing agreement or final arbitration decision pursuant to subparagraph (b).

- (4) (a) Whenever an employee, retained in service, recalled to service, or employed by the Recipient pursuant to paragraphs (5), (7)(e), or (18) hereof is placed in a worse position with respect to compensation as a result of the Project, the employee shall be considered a "displaced employee", and shall be paid a monthly "displacement allowance" to be determined in accordance with this paragraph. Said displacement allowance shall be paid each displaced employee during the protective period so long as the employee is unable, in the exercise of his/her seniority rights, to obtain a position producing compensation equal to or exceeding the compensation the employee received in the position from which the employee was displaced, adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for.
- (b) The displacement allowance shall be a monthly allowance determined by computing the total compensation received by the employee, including vacation allowances and monthly compensation guarantees, and his/her total time paid for during the last twelve (12) months in which the employee performed compensated service more than fifty per centum of each such months, based upon the employee's normal work schedule, immediately preceding the date of his/her

displacement as a result of the Project, and by dividing separately the total compensation and the total time paid for by twelve, thereby producing the average monthly compensation and the average monthly time paid for. Such allowance shall be adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for. If the displaced employee's compensation in his/her current position is less in any month during his/her protective period than the aforesaid average compensation (adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for), the employee shall be paid the difference, less compensation for any time lost on account of voluntary absences to the extent that the employee is not available for service equivalent to his/her average monthly time, but the employee shall be compensated in addition thereto at the rate of the current position for any time worked in excess of the average monthly time paid for. If a displaced employee fails to exercise his/her seniority rights to secure another position to which the employee is entitled under the then existing collective bargaining agreement, and which carries a wage rate and compensation exceeding that of the position which the employee elects to retain, the employee shall thereafter be treated, for the purposes of this paragraph, as occupying the position the employee elects to decline.

(c) The displacement allowance shall cease prior to the expiration of the protective period in the event of the displaced employee's resignation, death, retirement, or dismissal for cause in accordance with any labor agreement applicable to his/her employment.

- (5) (a) Whenever any employee is laid off (a) otherwise deprived of employment as a result of the Project, in accordance with any collective bargaining agreement applicable to his/her employment, the employee shall be considered a "dismissed employee" and shall be paid a monthly dismissal allowance to be determined in accordance with this paragraph. Said dismissal allowance shall first be paid each dismissed employee on the thirtieth (30th) day following the day on which the employee is "dismissed" and shall continue during the protective period, as follow:

Employee's length of service prior to adverse effect

Period of protection

- 1 day to 6 years equivalent period
- 6 years or more 6 years

The monthly dismissal allowance shall be equivalent to one-twelfth (1/12th) of the total compensation received by the employee in the last twelve (12) months of his/her employment in which the employee performed compensation service more than fifty per centum of each such month based on the employee's normal work schedule to the date on which the employee was first deprived of employment as a result of the Project. Such allowance shall be adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for.

(b) An employee shall be regarded as deprived of employment and entitled to a dismissal allowance when the position the employee holds is abolished as a result of the Project, or when the position the employee holds is not abolished but the employee loses that position as a result of the exercise of seniority rights by an employee whose position is abolished as a result of the Project or as a result of the exercise of seniority rights by other employees brought about as a result of the

Project, and the employee is unable to obtain another position, either by the exercise of the employee's seniority rights, or through the Recipient, in accordance with subparagraph (e). In the absence of proper notice followed by an agreement or decision pursuant to paragraph (5) hereof, no employee who has been deprived of employment as a result of the Project shall be required to exercise his/her seniority rights to secure another position in order to qualify for a dismissal allowance hereunder.

(c) Each employee receiving a dismissal allowance shall keep the Recipient informed as to his/her current address and the current name and address of any other person by whom the employee may be regularly employed, or if the employee is self-employed.

(d) The dismissal allowance shall be paid to the regularly assigned incumbent of the position abolished. If the position of an employee is abolished when the employee is absent from service, the employee will be entitled to the dismissal allowance when the employee is available for service. The employee temporarily filling said position at the time it was abolished will be given a dismissal allowance on the basis of that position, until the regular employee is available for service, and thereafter shall revert to the employee's previous status and will be given the protections of the agreement in said position, if any are due him/her.

(e) An employee receiving a dismissal allowance shall be subject to call to return to service by the employee's former employer; notification shall be in accordance with the terms of the then-existing collective bargaining agreement if the employee is represented by a union. Prior to such call to return to work by his/her employer, the employee may be required by the Recipient to accept reasonably comparable employment for which the employee is physically and mentally qualified, or for which the employee can become qualified after a reasonable training or retraining period, provided it does not require a change in residence or infringe upon the employment rights of other employees under then-existing collective bargaining agreements.

(f) When an employee who is receiving a dismissal allowance again commences employment in accordance with subparagraph (e) above, said allowance shall cease while the employee is so reemployed, and the period of time during which the employee is so reemployed shall be deducted from the total period for which the employee is entitled to receive a dismissal allowance. During the time of such reemployment, the employee shall be entitled to the protections of this arrangement to the extent they are applicable.

(g) The dismissal allowance of any employee who is otherwise employed shall be reduced to the extent that the employee's combined monthly earnings from such other employment or self-employment, any benefits received from any unemployment insurance law, and his/her dismissal allowance exceed the amount upon which the employee's dismissal allowance is based. Such employee, or his/her union representative, and the Recipient shall agree upon a procedure by which the Recipient shall be kept currently informed of the earnings of such employee in employment other than with the employee's former employer, including self-employment, and the benefits received.

(h) The dismissal allowance shall cease prior to the expiration of the protective period in the event of the failure of the employee without good cause to return to service in accordance with the applicable labor agreement, or to accept employment as provided under subparagraph (e) above, or in the event of the employee's resignation, death, retirement, or dismissal for cause in accordance with any labor agreement applicable to his/her employment.

(i) A dismissed employee receiving a dismissal allowance shall actively seek and not refuse other reasonably comparable employment offered him/her for which the employee is physically and mentally qualified and does not require a change in the employee's place of residence. Failure of the dismissed employee to comply with this obligation shall be grounds for discontinuance of the employee's allowance; provided that said dismissal allowance shall not be discontinued until final determination is made either by agreement between the Recipient and the employee or his/her representative, or by final arbitration decision rendered in accordance with paragraph (15) of this arrangement that such employee did not comply with this obligation.

- (8) In determining length of service of a displaced or dismissed employee for purposes of this arrangement, such employee shall be given full service credits in accordance with the records and labor agreements applicable to him/her and the employee shall be given additional service credits for each month in which the employee receives a dismissal or displacement allowance as if the employee were continuing to perform services in his/her former position.
- (9) No employee shall be entitled to either a displacement or dismissal allowance under paragraphs (6) or (7) hereof because of the abolishment of a position to which, at some future time, the employee could have bid, been transferred, or promoted.
- (10) No employee receiving a dismissal or displacement allowance shall be deprived, during the employee's protected period, of any rights, privileges, or benefits attaching to his/he employment, including, without limitation, group life insurance, hospitalization and medical care, free transportation for the employee and the employee's family, sick leave, continued status and participation under any disability or retirement program, and such other employee benefits as Railroad Retirement, Social Security, Workmen's Compensation, and unemployment compensation, as well as any other benefits to which the employee may be entitled under the same conditions and so long as such benefits continue to be accorded to other employees of the bargaining unit, in active service or furloughed as the case may be.
- (11) (a) Any employee covered by this arrangement who is retained in the service of his/her employer, or who is later restored to service after being entitled to receive a dismissal allowance, and who is required to change the point of his/her employment in order to retain or secure active employment with the Recipient in accordance with this arrangement, and who is required to move his/her place of residence, shall be reimbursed for all expenses of moving his/her household and other personal effects, for the traveling expenses for the employee and members of the employee's immediate family, including living expenses for the employee and the employee's immediate family, and for his/her own actual wage loss during the time necessary for such transfer and for a reasonable time thereafter, not to exceed five (5) working days. The exact extent of the responsibility of the Recipient under this paragraph,

and the ways and means of transportation, shall be agreed upon in advance between the Recipient and the affected employee or the employee's representatives.

(b) If any such employee is laid off within three (3) years after changing his/her point of employment in accordance with paragraph (a) hereof, and elects to move his/her place of residence back to the original point of employment, the Recipient shall assume the expenses, losses and costs of moving to the same extent provided in subparagraph (a) of this paragraph (11) and paragraph (12)(a) hereof.

(c) No claim for reimbursement shall be paid under the provisions of this paragraph unless such claim is presented to the Recipient in writing within ninety (90) days after the date on which the expenses were incurred.

(d) Except as otherwise provided in subparagraph (b), changes in place of residence, subsequent to the initial changes as a result of the Project, which are not a result of the Project but grow out of the normal exercise of seniority rights, shall not be considered within the purview of this paragraph.

- (12) (a) The following conditions shall apply to the extent they are applicable in each instance to any employee who is retained in the service of the employer (or who is later restored to service after being entitled to receive a dismissal allowance), who is required to change the point of his/her employment as a result of the Project, and is thereby required to move his/her place of residence.

If the employee owns his/her own home in the locality from which the employee is required to move, the employee shall, at the employee's option, be reimbursed by the Recipient for any loss suffered in the sale of the employee's home for less than its fair market value, plus conventional fees and closing costs, such loss to be paid within thirty (30) days of settlement or closing on the sale of the home. In each case, the fair market value of the home in question shall be determined, as of a date sufficiently prior to the date of the Project, so as to be unaffected thereby. The Recipient shall, in each instance, be afforded an opportunity to purchase the home at such fair market value before it is sold by the employee to any other person and to reimburse the seller for his/her conventional fees and closing costs.

If the employee is under a contract to purchase his/her home, the Recipient shall protect the employee against loss under such contract, and in addition, shall relieve the employee from any further obligation thereunder.

If the employee holds an unexpired lease of a dwelling occupied as the employee's home, the Recipient shall protect the employee from all loss and cost in securing the cancellation of said lease.

(b) No claim for loss shall be paid under the provisions of this paragraph unless such claim is presented to the Recipient in writing within one year after the effective date of the change in residence.

(c) Should a controversy arise in respect to the value of the home, the loss sustained in its sale, the loss under a contract for purchase, loss and cost in

securing termination of a lease, or any other question in connection with these matters, it shall be decided through a joint conference between the employee, or his/her union, and the Recipient. In the event they are unable to agree, the dispute or controversy may be referred by the Recipient or the union to a board of competent real estate appraisers selected in the following manner: one (1) to be selected by the representatives of the employee, and one (1) by the Recipient, and these two, if unable to agree within thirty (30) days upon the valuation, shall endeavor by agreement with ten (10) days thereafter to select a third appraiser or to agree to a method by which a third appraiser shall be selected, and failing such agreement, either party may request the State and local Board of Real Estate Commissioners to designate within ten (10) days a third appraiser, whose designation will be binding upon the parties and whose jurisdiction shall be limited to determination of the issues raised in this paragraph only. A decision of a majority of the appraisers shall be required and said decision shall be final, binding, and conclusive. The compensation and expenses of the neutral appraiser including expenses of the appraisal board, shall be borne equally by the parties to the proceedings. All other expenses shall be paid by the party incurring them, including the compensation of the appraiser selected by such party.

(d) Except as otherwise provided in paragraph (11)(b) hereof, changes in place of residence, subsequent to the initial changes as a result of the Project, which are not a result of the Project but grow out of the normal exercise of seniority rights, shall not be considered within the purview of this paragraph.

(e) "Change in residence" means transfer to a work location which is either (A) outside a radius of twenty (20) miles of the employee's former work location and farther from the employee's residence than was his/her former work location, or (B) is more than thirty (30) normal highway route miles from the employee's residence and also farther from his/her residence than was the employee's former work location.

- (13) (a) A dismissed employee entitled to protection under this arrangement may, at the employee's option within twenty-one (21) days of his/her dismissal, resign and (in lieu of all other benefits and protections provided in this arrangement) accept a lump sum payment computed in accordance with section (9) of the Washington Job Protection Agreement of May 1936:

Length of Service Separation Allowance

- 1 year and less than 2 years 3 months' pay
- 2 years and less than 3 years 6 months' pay
- 3 years and less than 5 years 9 months' pay
- 5 years and less than 10 years 12 months' pay
- 10 years and less than 15 years 12 months' pay
- 15 years and over 12 months' pay

In the case of an employee with less than one year's service, five days' pay, computed by multiplying by 5 the normal daily earnings (including regularly scheduled overtime, but excluding other overtime payments) received by the employee in the position last occupied, for each month in which the employee performed service, will be paid as the lump sum.

Length of service shall be computed as provided in Section 7(b) of the Washington Job Protection Agreement, as follows:

For the purposes of this arrangement, the length of service of the employee shall be determined from the date the employee last acquired an employment status with the employing carrier and the employee shall be given credit for one month's service for each month in which the employee performed any service (in any capacity whatsoever) and twelve (12) such months shall be credited as one year's service. The employment status of an employee shall not be interrupted by furlough in instances where the employee has a right to and does return to service when called. In determining length of service of an employee acting as an officer or other official representative of an employee organization, the employee will be given credit for performing service while so engaged on leave of absence from the service of a carrier.

(b) One month's pay shall be computed by multiplying by 30 the normal daily earnings (including regularly scheduled overtime, but excluding other overtime payments) received by the employee in the position last occupied prior to time of the employee's dismissal as a result of the Project.

- (14) Whenever used herein, unless the context requires otherwise, the term "protective period" means that period of time during which a displaced or dismissed employee is to be provided protection hereunder and extends from the date on which an employee is displaced or dismissed to the expiration of six (6) years therefrom, provided, however, that the protective period for any particular employee during which the employee is entitled to receive the benefits of these provisions shall not continue for a longer period following the date the employee was displaced or dismissed than the employee's length of service, as shown by the records and labor agreements applicable to his/her employment prior to the date of the employee's displacement or dismissal.
- (15) (a) In the event that employee(s) are represented by a Union, any dispute, claim, or grievance arising from or relating to the interpretation, application or enforcement of the provisions of this arrangement, not otherwise governed by paragraph 12(c), the Labor - Management Relations Act, as amended, the Railway Labor Act, as amended, or by impasse resolution provisions in a collective bargaining or protective arrangement involving the Recipient and the Union, which cannot be settled by the parties thereto within thirty (30) days after the dispute or controversy arises, may be referred by any such party to any final and binding disputes settlement procedure acceptable to the parties. In the event they cannot agree upon such procedure, the dispute, claim, or grievance may be submitted at the written request of the Recipient or the Union to final and binding arbitration. Should the parties be unable to agree upon the selection of a neutral arbitrator within ten (10) days, any party may request the American Arbitration Association to furnish, from among arbitrators who are then available to serve, five (5) arbitrators from which a neutral arbitrator shall be selected. The parties shall, within five (5) days after the receipt of such list, determine by lot the order of elimination and thereafter each shall, in that order, alternately eliminate one name until only one name remains. The remaining person on the list shall be the neutral arbitrator. Unless otherwise provided, in the case of arbitration proceedings, under paragraph (5) of this

arrangement, the arbitration shall commence within fifteen (15) days after selection or appointment of the neutral arbitrator, and the decision shall be rendered within forty-five (45) days after the hearing of the dispute has been concluded and the record closed. The decision shall be final and binding. All the conditions of the arrangement shall continue to be effective during the arbitration proceedings.

(b) The compensation and expenses of the neutral arbitrator, and any other jointly incurred expenses, shall be borne equally by the Union(s) and Recipient, and all other expenses shall be paid by the party incurring them.

(c) In the event that employee(s) are not represented by a Union, any dispute, claim, or grievance arising from or relating to the interpretation, application or enforcement of the provisions of this arrangement which cannot be settled by the Recipient and the employee(s) within thirty (30) days after the dispute or controversy arises, may be referred by any such party to any final and binding dispute settlement procedure acceptable to the parties, or in the event the parties cannot agree upon such a procedure, the dispute or controversy may be referred to the Secretary of Labor for a final and binding determination.

(d) In the event of any dispute as to whether or not a particular employee was affected by the Project, it shall be the obligation of the employee or the representative of the employee to identify the Project and specify the pertinent facts of the Project relied upon. It shall then be the burden of the Recipient to prove that factors other than the Project affected the employee. The claiming employee shall prevail if it is established that the Project had an effect upon the employee even if other factors may also have affected the employee. (See Hodgson's Affidavit in Civil Action No. 825-71).

- (16) The Recipient will be financially responsible for the application of these conditions and will make the necessary arrangements so that any employee covered by this arrangement may file a written claim of its violation, through the Union, or directly if the employee is outside the bargaining unit, with the Recipient within sixty (60) days of the date the employee is terminated or laid off as a result of the Project, or within eighteen (18) months of the date the employee's position with respect to his/her employment is otherwise worsened as a result of the Project. In the latter case, if the events giving rise to the claim have occurred over an extended period, the 18-month limitation shall be measured from the last such event. No benefits shall be payable for any period prior to six (6) months from the date of the filing of any claim. Unless such claims are filed with the Recipient within said time limitations, the Recipient shall thereafter be relieved of all liabilities and obligations related to the claim.

The Recipient will fully honor the claim, making appropriate payments, or will give notice to the claimant or his/her representative of the basis for denying or modifying such claim, giving reasons therefore. If the Recipient fails to honor such claim, the Union or non-bargaining unit employee may invoke the following procedures for further joint investigation of the claim by giving notice in writing. Within ten (10) days from the receipt of such notice, the parties shall exchange such factual material as may be requested of them relevant to the disposition of the claim and shall jointly take such steps as may be necessary or desirable to obtain from any third party such additional factual materials as may be relevant. In the event the Recipient

rejects the claim, the claim may be processed to arbitration as hereinabove provided by paragraph (15).

- (17) Nothing in this arrangement shall be construed as depriving any employee of any rights or benefits which such employee may have under existing employment or collective bargaining agreements or otherwise; provided that there shall be no duplication of benefits to any employee, and, provided further, that any benefit under this arrangement shall be construed to include the conditions, responsibilities, and obligations accompanying such benefit. This arrangement shall not be deemed a waiver of any rights of any Union or of any represented employee derived from any other agreement or provision of federal, state or local law.
- (18) During the employee's protective period, a dismissed employee shall, if the employee so requests, in writing, be granted priority of employment or reemployment to fill any vacant position within the jurisdiction and control of the Recipient reasonably comparable to that which the employee held when dismissed, including those in the employment of any entity bound by this arrangement pursuant to paragraph (21) herein, for which the employee is, or by training or retraining can become, qualified; not, however, in contravention of collective bargaining agreements related thereto. In the event such employee requests such training or re-training to fill such vacant position, the Recipient shall provide for such training or retraining at no cost to the employee. The employee shall be paid the salary or hourly rate provided for in the applicable collective bargaining agreement or otherwise established in personnel policies or practices for such position, plus any displacement allowance to which the employee may be otherwise entitled. If such dismissed employee who has made such request fails, without good cause, within ten (10) days to accept an offer of a position comparable to that which the employee held when dismissed for which the employee is qualified, or for which the employee has satisfactorily completed such training, the employee shall, effective at the expiration of such ten-day period, forfeit all rights and benefits under this arrangement.

As between employees who request employment pursuant to this paragraph, the following order where applicable shall prevail in hiring such employees:

- (a) Employees in the craft or class of the vacancy shall be given priority over employees without seniority in such craft or class;
- (b) As between employees having seniority in the craft or class of the vacancy, the senior employees, based upon their service in that craft or class, as shown on the appropriate seniority roster, shall prevail over junior employees;
- (c) As between employees not having seniority in the craft or class of the vacancy, the senior employees, based upon their service in the crafts or classes in which they do have seniority as shown on the appropriate seniority rosters, shall prevail over junior employees.
- (19) The Recipient will post, in a prominent and accessible place, a notice stating that the Recipient has received federal assistance under the Federal Transit statute and has agreed to comply with the provisions of 49 U.S.C., Section 5333(b). This notice shall also specify the terms and conditions set forth herein for the protection of

employees. The Recipient shall maintain and keep on file all relevant books and records in sufficient detail as to provide the basic information necessary to the proper application, administration, and enforcement of this arrangement and to the proper determination of any claims arising thereunder

- (20) In the event the Project is approved for assistance under the statute, the foregoing terms and conditions shall be made part of the contract of assistance between the federal government and the applicant for federal funds and between the applicant and any recipient of federal funds; provided, however, that this arrangement shall not merge into the contract of assistance, but shall be independently binding and enforceable by and upon the parties thereto, and by any covered employee or his/her representative, in accordance with its terms, nor shall any other employee protective agreement merge into this arrangement, but each shall be independently binding and enforceable by and upon the parties thereto, in accordance with its terms.
- (21) This arrangement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by reason of the arrangements made by or for the Recipient to manage and operate the system. Any person, enterprise, body, or agency, whether publicly - or privately-owned, which shall undertake the management, provision and/or operation of the Project services or the Recipient's transit system, or any part or portion thereof, under contractual arrangements of any form with the Recipient, its successors or assigns, shall agree to be bound by the terms of this arrangement and accept the responsibility with the Recipient for full performance of these conditions. As a condition precedent to any such contractual arrangements, the Recipient shall require such person, enterprise, body or agency to so agree.
- (22) In the event of the acquisition, assisted with Federal funds, of any transportation system or services, or any part or portion thereof, the employees of the acquired entity shall be assured employment, in comparable positions, within the jurisdiction and control of the acquiring entity, including positions in the employment of any entity bound by this arrangement pursuant to paragraph (21). All persons employed under the provisions of this paragraph shall be appointed to such comparable positions without examination, other than that required by applicable federal, state or federal law or collective bargaining agreement, and shall be credited with their years of service for purposes of seniority, vacations, and pensions in accordance with the records of their former employer and/or any applicable collective bargaining agreements.
- (23) The employees covered by this arrangement shall continue to receive any applicable coverage under Social Security, Railroad Retirement, Workmen's Compensation, unemployment compensation, and the like. In no event shall these benefits be worsened as a result of the Project.
- (24) In the event any provision of this arrangement is held to be invalid, or otherwise unenforceable under the federal, state, or local law, in the context of a particular Project, the remaining provisions of this arrangement shall not be affected and the invalid or unenforceable provision shall be renegotiated by the Recipient and the interested Union representatives, if any, of the employees involved for purpose of

adequate replacement under Section 5333(b). If such negotiation shall not result in mutually satisfactory agreement any party may invoke the jurisdiction of the Secretary of Labor to determine substitute fair and equitable employee protective arrangements for application only to the particular Project, which shall be incorporated in this arrangement only as applied to that Project, and any other appropriate action, remedy, or relief.

- (25) If any employer of the employees covered by this arrangement shall have rearranged or adjusted its forces in anticipation of the Project, with the effect of depriving an employee of benefits to which the employee should be entitled under this arrangement, the provisions of this arrangement shall apply to such employee as of the date when the employee was so affected.

Last Updated: 09/29/08

**RESOLUTION
R2014-36**

WHEREAS, the DeKalb County Community Foundation is spear-heading an initiative called “Advancing DeKalb County”, and

WHEREAS, it is the intent of this program to utilize the concept of “collective impact” which will align the efforts of organizations across all community sectors throughout DeKalb County to solve specific social problems, and

WHEREAS, one of the early steps needed in this process is to identify county-wide issues that should be addressed and to prioritize those findings to focus the community’s attention on the most important issues, and

WHEREAS, it is desired to have a county-wide survey completed to identify and prioritize those issues and that said survey, to be administered by the Center for Government studies at Northern Illinois University at an estimated cost of \$35,000, is a program expense that is desired to be shared by the various municipalities and the County, and

WHEREAS, the County Board’s Economic Development Committee has recommended that DeKalb County Government should contribute \$5,000 from the Opportunity Fund as the County’s proportionate share based on the population in the unincorporated areas of DeKalb County and the Committee further notes that the County may submit up to four additional survey questions for its own use;

NOW, THEREFORE, BE IT RESOLVED that the DeKalb County Board hereby approves the contribution of \$5,000 from the Opportunity Fund to the DeKalb County Community Foundation for a survey for its “Advancing DeKalb County” initiative which will work to align the resources of public, private, and non-profit service providers to positively impact a set of countywide issues that matter to residents and workers.

PASSED AT SYCAMORE, ILLINOIS, THIS 21ST DAY OF MAY, 2014 A.D.

SIGNED:

Jeffery L. Metzger, DeKalb County Board Chairman

ATTEST:

Douglas J. Johnson, DeKalb County Clerk

**RESOLUTION
R2014-33**

WHEREAS, the State of Illinois has provided, at ILCS 5/5-1034, that County Board may, pursuant to referendum, impose a tax not to exceed .025% of the value, as equalized or assessed by the Department of Revenue, of all the taxable property in the county for the purpose of providing social services for senior citizens, and

WHEREAS, after considerable study, the DeKalb County Board did place such a proposition before the voters of DeKalb County in April of 1997, and

WHEREAS, a majority of those voter did approve the tax in that elections, and

WHEREAS, the DeKalb County Board, did, in October of 1996, provide that its public policy objective would be to appropriate funds to prevent the premature and/or unnecessary institutionalization of elderly residents, and

WHEREAS, oversight responsibility for soliciting, evaluation, and making recommendations on such bids was transferred to the Health and Human Services Committee with staff support supplied by the Community Services Department, and

WHEREAS, the committee and staff did solicit said applications, did receive, review and evaluate said applications, and did conduct interviews of said applicants, and that having done so, the Health and Human Services Committee did then recommend that funds be made available to purchase services from the following agencies in the following amounts for the period beginning July 1, 2014 and ending June 30, 2015:

Barb City Manor	\$ 8,500.00
Elder Care Services	\$ 62,000.00
Family Service Agency	\$ 58,726.00
Fox Valley Older Adult Services	\$ 60,450.00
Hope Haven of DeKalb County, Inc.	\$ 14,390.00
KishHealh System Hospice	\$ 2,000.00
Opportunity House, Inc.	\$ 26,411.00
Prairie State Legal Services	\$ 2,250.00
Voluntary Action Center	<u>\$180,320.00</u>
Total Amount Allocated:	\$415,047.00

NOW, THEREFORE, BE IT RESOLVED that the DeKalb County Board does approve the recommendation of the Health and Human Services Committee and agrees to purchase services from these agencies in amounts not exceeding those listed above.

BE IT FUTHER RESOLVED that the DeKalb County Board does direct the Community Services Department to create written agreements with those agencies specifying the services to be purchased and unit amounts to be paid, and authorizes the Chairman of the Board to execute those agreements.

PASSED AT SYCAMORE, ILLINOIS, THIS 21ST DAY OF MAY, 2014 A.D.

SIGNED:

Jeffery L. Metzger, DeKalb County Board Chairman

ATTEST:

Douglas J. Johnson, DeKalb County Clerk

**RESOLUTION
R2014-34**

WHEREAS, County Administration has suggested that the DeKalb County Rehab & Nursing Home Operating Board should have staggered two-year terms with total consecutive years of service not to exceed eight years, and

WHEREAS, those and other administrative changes were recommended to the Rehab & Nursing Home Operating Board as an amendment to the By-Laws and that Board concurred with those changes at a meeting on March 12, 2014, and

WHEREAS, the County Board's Health & Human Services Committee has reviewed those proposed changes and now recommends to the County Board that the By-Law amendments should be approved as they are in the best interest to the overall management of the DeKalb County Rehab & Nursing Center;

NOW, THEREFORE, BE IT RESOLVED that the DeKalb County Board does hereby approve the changes, as attached on Exhibit 1, to the By-Laws of the Operating Board of the DeKalb County Rehab & Nursing Center and that said changes will be effective on July 1, 2014.

PASSED AT SYCAMORE, ILLINOIS, THIS 21ST DAY OF MAY, 2014 A.D.

SIGNED:

Jeffery L. Metzger, DeKalb County Board Chairman

ATTEST:

Douglas J. Johnson, DeKalb County Clerk

BYLAWS
OF THE
OPERATING BOARD OF DIRECTORS
COUNTY OF DEKALB
DEKALB, ILLINOIS

BYLAWS
OF THE
OPERATING BOARD OF DIRECTORS
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BYLAWS
OF THE
OPERATING BOARD OF DIRECTORS

County of DeKalb
DeKalb, Illinois

INTRODUCTION

The County of DeKalb operates a nursing and rehabilitation facility known as DeKalb County Rehab & Nursing Center (The Center), located in DeKalb, Illinois at 2600 North Annie Glidden Road. The County operates and maintains The Center in accordance with the statutes of the State of Illinois as they pertain to County Homes (Reference Counties Code 55 ILCS 5/1 B 1001 *et seq.*). The County of DeKalb has elected to carry out its responsibilities for The Center through the ~~County Home & Health Services Committee~~ Rehab & Nursing Center Operating Board. With these Bylaws, the County of DeKalb establishes a formal governance process that the Committee, as the Operating Board for The Center, is to follow.

ARTICLE I
NAME AND PURPOSES

The name of the nursing and rehabilitation facility shall be DeKalb County Rehabilitation and Nursing Center. The principal purpose of The Center shall be the offering of skilled nursing and rehabilitation services.

ARTICLE II
GOVERNING AUTHORITY

Except as set forth in these Bylaws, the authority and ultimate responsibility for the operation of The Center shall rest with the DeKalb County Board. Nothing in these Bylaws shall be interpreted to the contrary.

ARTICLE III
OPERATING AUTHORITY

Section 1. **POWERS**

Except as otherwise provided by the DeKalb County Board, these Bylaws, or applicable law, the activities and affairs of The Center shall be conducted and all powers shall be exercised by or members of the Operating Board referred to as Directors. It shall be the responsibility of the Operating Board to govern The Center according to all applicable laws and regulations and in such a manner that The Center is self-supporting, operating within its revenues and without County subsidy.

Section 2. NUMBER AND QUALIFICATION

The Operating Board shall consist of seven (7) persons. Directors shall be selected from DeKalb County residents who possess the ability to participate effectively in the discharge of the Operating Board's responsibilities. Specific expertise in the health care field, generally, and in long-term care, specifically, is a desirable, but not an exclusive, criterion for qualification as a Director. At least two (2) Directors shall be members of the DeKalb County Board.

Section 3. ELECTION

The Directors shall be elected by the DeKalb County Board in February, except for the filling of vacancies as provided in Section 5 and 6 below.

Section 4. TERM

Each Director shall hold office for a staggered terms of one two years. Each Director, including a Director elected to fill a vacancy, shall hold office until expiration of the term for which elected and until a successor has been elected and qualified. Directors may be re-elected to successive terms, provided no Director may serve for more than six (6) four (4) consecutive one (1) two (2) year terms without being off the Operating Board at least one year.

Section 5. RESIGNATION

Any Director may resign at any time, either by oral tender of resignation at any meeting of the Operating Board or by giving written notice thereof to the Chairperson of the DeKalb County Board. Such resignation shall take effect at the time specified therefore and, unless otherwise specified with respect thereto, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. REMOVAL

A Director may be removed, with or without cause, by action of a majority of the DeKalb County Board.

Section 7. VACANCIES

Any vacancy occurring on the Operating Board shall be filled by the DeKalb County Board. A Director elected to fill a vacancy occurring on the Operating Board shall serve for the unexpired term of his or her predecessor in the office.

ARTICLE IV
MEETINGS OF THE OPERATING BOARD

Section 1. PLACE OF MEETING

All meetings of the Operating Board shall be held at The Center or at such other place as may be designated for that purpose from time to time by the Chairperson of the Operating Board.

Section 2. ORGANIZATIONAL MEETINGS

As soon as reasonably practicable, and within thirty (30) days after the election of Directors, and after any special meeting of the DeKalb County Board at which Directors have been elected, the Directors shall meet for the purpose of organizing the Operating Board, for the election of officers and for the transaction of such other business as may come before the Operating Board.

Section 3. REGULAR MEETINGS

Regular meetings of the Operating Board shall be held ~~on the second Monday of each month at 7:00 p.m. at The Center~~ or at such time and place as the Operating Board may fix by resolution from time to time. Notice of all regular meeting of the Operating Board will be given pursuant to Illinois Law.

Section 4. SPECIAL MEETINGS

Special meetings of the Operating Board for any purpose or purposes may be called at any time by the Chairperson or by any three (3) Directors.

Section 5. NOTICE OF MEETINGS

Notice of all meetings shall comply with comply with the requirements set forth in Illinois law. Notice of the time and place of all meetings shall be delivered personally, by email, ~~or by telephone, to each Director~~ or sent by first-class mail or telegram, charges prepaid, addressed to each Director at that Director's address as it is shown on the records of the corporation. In case the notice is mailed, it shall be deposited in the United States mail at least seven (7) before the time of the holding of the meeting.

In case the notice is delivered personally, by email, or by telephone or telegram, it shall be delivered personally or by telephone to the telegraph company at least forty-eight (48) hours before the time of the holding of the meeting. Any oral notice given personally or by telephone may be communicated either to the Director or to a person at the office of the Director who the person giving the notice has reason to believe will promptly communicate it to the Director. ~~The notice need not specify the purpose of the meeting nor the place if the meeting is to be held at The Center.~~ The time period for notices of organizational meetings of the Operating Board shall be as stated above, but extended by seven (7) days.

Section 6. QUORUM

A majority of the Operating Board shall constitute a quorum for the transaction of business at any meeting of the Operating Board, but if fewer than a majority thereof are present at the meeting, a majority of the Directors present may adjourn and reconvene the meeting from time to time without further notice.

Section 7. ~~VALIDATION OF MEETING~~

~~—The transcriptions of the Operating Board at any meeting, however called or noticed, or wherever held, shall be as valid as though had at a meeting duly held after call and notice if a quorum be present and if, either before or after the meeting, each Director not present signs a written waiver of notice or a consent to the holding of such meeting or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with The Center's records and made a part of the minutes of the meeting.~~

Section 8. ATTENDANCE AT MEETINGS

Members of the DeKalb County Board shall be allowed to attend all meetings of the Operating Board, including Executive Sessions which may be called from time to time.

Section 9. MINUTES

Minutes shall be kept of all meetings of the Operating Board with a copy forwarded to the DeKalb County Board and an official permanent copy filed with the DeKalb County Clerk's Office.

ARTICLE V
OFFICERS

Section 1. OFFICERS

The officers of the Operating Board shall be a Chairperson and a Vice-Chairperson.

Section 2. ELECTION OF OFFICERS

The officers of the Operating Board shall be elected annually by the Operating Board at its organizational meeting for a term of one year or until he or she shall resign or shall be removed, or otherwise disqualified to serve, or his or her successor shall be elected and qualified. Elections shall be by written ballot. Officers shall be limited to two (2) consecutive one (1) year terms in the same office.

Section 3. REMOVAL OF OFFICERS

Any officer may be removed either with or without cause by a majority of the Directors then in office at any regular or special meeting of the Operating Board. Should a vacancy occur in any office as a result of death, resignation, removal, disqualification or any other cause, the Operating Board will elect a successor at its next meeting or as soon as practicable thereafter.

Section 4. CHAIRPERSON

The Chairperson shall preside at all meetings of the Board, serve as an ex-officio member of all standing committees, and report annually to the Operating Board and to the DeKalb County Board on the current state of The Center and plans for the future. The Chairperson shall be empowered to call special meetings of the Operating Board as set forth herein, and shall discharge all other duties as may be required by these Bylaws and from time to time as may be assigned by the Operating Board and the DeKalb County Board.

Section 5. VICE CHAIRPERSON

In the absence or disability of the Chairperson, the Vice-Chairperson shall perform all the duties of the Chairperson and when so acting shall have all the powers of and be subject to all the restrictions upon the Chairperson.

Section 6. ~~ADMINISTRATOR~~ MANAGER

The ~~Administrator~~ Manager, in accordance with Operating Board policy, shall have the general overall supervision of The Center affairs and shall act as the duly authorized representative of the Operating Board in all matters in which the Operating Board has not formally designated some other person to act. The ~~Administrator~~ Manager shall have the right to appoint such subordinate administrative individuals as he/she deems necessary or desirable to insure the efficient conduct of the business and operations of The Center.

~~In If no Operating Officer has been designated, the Administrator shall act as the Operating Officer as hereinafter defined.~~

Section 7. ~~OPERATING OFFICER~~ ADMINISTRATOR

The ~~Administrator~~ Operating Officer shall be designated by the Operating Board upon the recommendation of the ~~Administrator~~ Manager. The ~~Operating Officer~~ Administrator shall report to and be responsible to the ~~Administrator~~ Manager and shall perform the duties associated with the day-to-day administration of the facilities and shall ~~serve as~~ supervise the Director of Nursing. In the absence of the Administrator, the ~~Operating Officer~~ Manager shall may temporarily perform the duties of the Administrator.

ARTICLE VI
COMMITTEES

Section 1. COMMITTEES GENERALLY

Except as otherwise provided by these Bylaws, the Operating Board may, by resolution or resolutions passed by a majority of the Directors thereof, appoint standing or special Committees for any purpose and, if such Committees are comprised solely of Directors, delegate to such Committees any of the powers and authority of the Operating Board, except the power and authority to adopt, amend, or repeal these Bylaws, or such other powers as may be prohibited by law or by these Bylaws. Such Committees shall have power to act only in intervals between meetings of the Operating Board and shall at all times be subject to the control of the Operating Board. The Operating Board, or if the Operating Board does not act, the Committees, shall establish rules and regulations for meetings and shall meet at such times as are deemed necessary, provided the provisions of Section 5,6,and 7 of Article IV (*Meetings of the Operating Board*) shall apply to Committee Meetings. Committees shall keep regular minutes of proceedings and report the same to the Operating Board from time to time as the Operating Board may require. Any Committee not appointed pursuant to the provisions of the first sentence of this section or composed of persons, one or more of whom are not Directors, may act solely in an advisory capacity to the Operating Board. Except as otherwise provided in these Bylaws, the Chairperson shall appoint Committee Members and designate the chair of the Committee.

Section 2. NOMINATING COMMITTEE

The Nominating Committee shall consist of at least three (3) persons appointed by the Chairperson of the Operating Board. This Committee shall have the responsibility of maintaining a roster of qualified persons for recommendation to the DeKalb County Board to serve as Directors. In the absence of a Nominating Committee, the Operating Board shall have the responsibility of maintaining a roster of qualified persons for recommendation to the DeKalb County Board to serve as Directors.

Section 3. TERM OF OFFICE

The Chairperson, and each member of any Operating Board Committee, shall serve until the next annual election of Directors, and until his or her successor is appointed, or until such Committee is sooner terminated, or until he or she is removed, resigns, ceases to be a Director of the Operating Board, or otherwise ceases to qualify as a Chairman or Director, as the case may be, of the Operating Board.

Section 4. VACANCIES

Vacancies on any Committee may be filled for the unexpired portion of the term in the same manner as provided in the case of original appointment.

Section 5. EXPENDITURES

Any expenditure of The Center funds by a Committee shall require prior approval of the Operating Board.

ARTICLE VII
QUALITY OF NURSING & REHAB SERVICES

Section 1. OPERATING BOARDS RESPONSIBILITY

The Operating Board shall require: (a) that the Nursing Staff prepare and maintain adequate and accurate medical records for all patients, and (b) that the person responsible for each basic and supplemental medical service cause written policies and procedures to be developed and maintained and that such policies be approved by the Operating Board. The Operating Board shall further require, after considering the recommendations of the Nursing Staff, the conduct of specific review and evaluation activities to assess, preserve, insure, and improve the overall quality and efficiency of patient care at The Center and to assure the provision of a single standard of care for patients with the same diagnosis, which assurance is provided by holding The Center staff accountable for its delegated responsibilities in areas of utilization review, and quality assurance. The Operating Board shall provide whatever administrative assistance is reasonably necessary to support and facilitate the implementation and the ongoing operation of these review and evaluation activities.

Section 2. ACCOUNTABILITY TO OPERATING BOARD

The Center staff shall conduct and be accountable to the Operating Board for conducting activities that contribute to the preservation and improvement of the quality and efficiency of patient care provided in The Center. Without limiting the generality of the foregoing, these activities shall include:

- a) The conduct of periodic meetings at regular intervals to review and evaluate the quality of patient care and the correction of identified problems;
- b) Ongoing monitoring of patient care practices through the defined functions of the Nursing Staff, other professional services and The Center administration;
- c) Review of utilization of the Centers medical resources to provide for their allocation to meet the needs of the patients; and
- d) Such other measures as the Operating Board may, after considering the advice of the Nursing Staff, other professional services and The Center administration, deem necessary for the preservation and improvement of the quality and efficiency of patient care.

Section 3. DOCUMENTATION

The Operating Board shall require, receive, consider and act upon the findings and recommendations emanating from the activities required by Section 2 of this Article. All such findings and recommendations shall be in writing, assigned by the persons responsible for conducting the review activities and supported and accompanied by appropriate documentation upon which the Operating Board can take informed action.

ARTICLE VIII
ADJUNCT ORGANIZATIONS

From time to time The Center may establish adjunct organizations, including advisory bodies, foundations, and auxiliaries. Each such group shall establish its own Bylaws and rules and regulations and present them to the Operating Board for approval, and all amendments thereto shall also be subject to the approval of the Operating Board. The Bylaws of the ~~County Home & Health Services Committee~~ Rehab & Nursing Center Operating Board shall prevail and govern over the documents and actions of such adjunct and subordinate groups.

ARTICLE IX
INDEMNIFICATION

The County of DeKalb shall indemnify its Directors, officers, agents, employees, and appointees who are or were parties or who are threatened to be made parties to any proceeding against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding in accordance with and subject to the limitations prescribed by the Constitution of the State of Illinois of 1970, applicable State law, and the DeKalb County Indemnity Policy as adopted on October 16, 1996 and as modified from time to time.

The County of DeKalb shall also have the power to maintain / provide insurance on behalf of its Directors, officers, agents, employees, and appointees against any liability asserted against or incurred by them in their capacity as such Director, officer, agent, employee, or appointee arising out of their status as such whether or not the County would have the power to indemnify against such liability.

ARTICLE X
GENERAL PROVISIONS

Section 1. EXECUTION OF CONTRACTS

The Operating Board, except as in these Bylaws or otherwise provided, may authorize an officer or officers, agent or agents, to enter into any contract or execute any instrument in the name of and on behalf of The Center, and such authority may be general or confined to specific instances, and unless so authorized by the Operating Board, no officer, agent or employee shall have any power or authority to bind The Center by any contract or engagement or to pledge its credit or to render it liable for any purpose of in any amount.

Section 2. COMPENSATION OF OFFICERS AND DIRECTORS

The members of the Operating Board and the officers shall serve without compensation. The Administrator and Operating Officer shall be entitled to receive such compensation for services rendered as determined by the Operating Board from time to time. Directors may be compensated for reasonable expenses incurred in the fulfillment of their responsibilities to The Center.

Section 3. INSPECTION OF RECORDS

The records of The Center are subject to the Freedom of Information Act 5 ILCS 140/1 *et seq.* Consistent with the requirements, rules, and procedures contained in the ILCS FOIA, the books of account of The Center and minutes of proceedings of the Operating Board shall be open pursuant to State law. Such inspection may be made in person or by an agent or attorney and shall include the right to make extracts. Demand of inspection other than at a meeting of the DeKalb County Board shall be made by a writing, addressed to the Chairperson of the Operating Board.

Section 4. REPORTING

The Operating Board shall cause an annual report to be sent to the DeKalb County Board and the DeKalb County Clerk's Office no later than 120 days after the close of the fiscal year. In addition, the Operating Board shall report quarterly on the position of The Center versus its annual Business Plan and budget to the DeKalb County Finance Office.

ARTICLE XI
POWERS OF THE DEKALB COUNTY BOARD

The following powers are reserved exclusively to the DeKalb County Board, and any attempted exercise of any such powers by any entity other than the DeKalb County Board shall not be valid or of any force or effect whatsoever:

1. To change the mission and purposes of The Center for which it was and is formed and exists.
2. To elect the members of the Operating Board and to remove the same without cause,
3. To amend, alter, modify or repeal these Bylaws,
4. To merge, consolidate, or affiliate The Center with another corporation, organization or program,
5. To dissolve or terminate the existence of The Center and to determine the distribution of assets upon such termination or dissolution,
6. To require a certified audit of The Center at any time and to appoint the fiscal auditor.

ARTICLE XII
ACTION REQUIRING APPROVAL BY THE DEKALB COUNTY BOARD

Actions initiated by the Operating Board on the following matters can be authorized by and shall be effective only upon the prior written assent of a statutory majority of the DeKalb County Board:

1. The acquisition, purchase, sale, lease, transfer or encumbrance of any real estate or of any substantial part of other assets of The Center,
2. Any increment or additions to the capital debt or to renegotiate, modify or otherwise change the existing capital debt obligations of The Center,
3. Any borrowing not indicated in the capital or operating budgets of The Center,
4. The adoption of the annual operating and capital budgets of The Center or any changes thereto.

ARTICLE XIII
AMENDMENTS AND REVIEW

These Bylaws, or any part thereof, may be amended, modified or repealed, or new Bylaws may be adopted by the vote or written assent of a majority of the DeKalb County Board.

**RESOLUTION
R2014-35**

WHEREAS, County Administration has suggested that the DeKalb County Supportive Living Facility Not-for-Profit Board should have staggered two-year terms with total consecutive years of service not to exceed eight years, and

WHEREAS, those and other administrative changes were recommended to the Supportive Living Facility Not-for-Profit Board as an amendment to the By-Laws and that Board concurred with those changes at a meeting on March 12, 2014, and

WHEREAS, the County Board's Health & Human Services Committee has reviewed those proposed changes and now recommends to the County Board that the By-Law amendments should be approved as they are in the best interest to the overall management of the DeKalb County Supportive Living Facility Not-for-Profit;

NOW, THEREFORE, BE IT RESOLVED that the DeKalb County Board does hereby approve the changes, as attached on Exhibit 1, to the By-Laws of the Board of the DeKalb County Supportive Living Facility Not-for-Profit and that said changes will be effective on July 1, 2014.

PASSED AT SYCAMORE, ILLINOIS, THIS 21ST DAY OF MAY, 2014 A.D.

SIGNED:

Jeffery L. Metzger, DeKalb County Board Chairman

ATTEST:

Douglas J. Johnson, DeKalb County Clerk

BYLAWS OF THE
DEKALB COUNTY SUPPORTIVE LIVING FACILITY
NOT-FOR-PROFIT

Article I
Name and Offices

Section 1.1 Name. The name of the corporation shall be DeKalb County Supportive Living Facility Not-For-Profit (“Corporation”).

Section 1.2 Principal Office. The principal office of the Corporation in the State of Illinois shall be located in the City of DeKalb, Illinois. The Corporation may have such other offices, either within or without the State of Illinois as the board of directors of the Corporation (“Board of Directors”) may determine, or as the affairs of the Corporation may require from time to time.

Section 1.3 Registered Office. The registered office of the Corporation required to be maintained in the State of Illinois need not be identical with the principal office in the State of Illinois, and the address of the registered office may be changed from time to time by the Board of Directors. Copies of all notices sent to the registered agent on behalf of the Corporation shall be sent to DeKalb County State’s Attorney, 133 W State 200 N. Main Street, Sycamore, Illinois 60178, ~~Attention: Ronald Matekaitis.~~

Article II
Purposes

Section 2.1 Not for Profit. The Corporation is organized under and shall operate as an Illinois Not For Profit Corporation, and shall have such powers as are now or as may hereafter be granted by the General Not For Profit Corporation Act of the State of Illinois (“Act”).

Section 2.2 Purposes. The Corporation is organized to construct, operate and manage a supportive living facility, as described and defined under Title 89 of the Illinois Administrative Code, Chapter I, Sections 146.200 and 146.205, as amended. The Project will include 76 residential units for residents who are 65 years of age and over. The Project shall be available to persons of low and moderate income. The Project’s number of market rate residents shall be limited to 16 of the 76 residential units.

Section 2.3 Limitations. The following rules shall conclusively bind the Corporation and all persons acting for or on behalf of it:

Section 2.3.1 The Corporation is organized exclusively for charitable, educational, and scientific purposes, including but not limited to, providing supportive housing for the elderly, particularly those of low income and moderate income, and lessening the burdens of government.

Section 2.3.2 No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to its members, trustees, officers, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth herein. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any other provision of these Bylaws, the Corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986 or the corresponding section of any future federal tax code, or (b) by a corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code or the corresponding section of any future federal tax code.

Section 2.3.3 Upon dissolution of the Corporation and after payment of all debts and satisfaction of all liabilities and obligations of the Corporation (or making adequate provision therefore), and after the return, transfer or conveyance thereof because of the dissolution of the Corporation, any remaining assets of the Corporation shall be disposed of exclusively for the charitable purposes of the Corporation by distributing such assets to the General Fund of DeKalb County, a political subdivision of the State of Illinois, if then in existence, and, if not in existence, then to its successor or successors, provided that such successors be governmental units or organizations organized and operated exclusively for charitable purposes as shall at the time qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (or the corresponding provision of any future United States Internal Revenue Law). If no such successor is then in existence, any remaining assets shall be distributed to such organization or organizations organized and operated exclusively for charitable purposes as shall at the time qualify as an exempt organization or organizations under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (or the corresponding provision of any future United States Internal Revenue Law). All distributions upon dissolution shall be in accordance with a plan of distribution duly adopted in the manner provided by law; provided, however, that no distribution shall be made (i) which would violate the statutes of Illinois then in effect, or (ii) except in furtherance of the charitable purposes of the Corporation. The foregoing shall constitute the plan of distribution upon dissolution of the Corporation.

Section 2.3.4 The Articles of Incorporation may be amended in the manner now or hereafter prescribed by the Nonprofit Corporation Law of Illinois, but only upon (i) the affirmative vote of a majority of the entire number of directors then fixed by these Bylaws; and (ii) the approval of the County Board of DeKalb County.

Article III Members

The Corporation shall have no members.

Article IV Board of Directors

Section 4.1 General Powers. The affairs of the Corporation shall be managed by or under the direction of its Board of Directors.

Section 4.2 Duties and Powers. The Board of Directors shall be responsible for the control and management of the affairs, property, and interests of the Corporation and may exercise all powers of the Corporation, except as limited by the Act and by the Articles of Incorporation and these Bylaws of the Corporation.

Section 4.3 Number and Initial Board of Directors The initial number of the Board of Directors shall be three. The initial Board of Directors shall be those named in the Articles of Incorporation and shall serve until further action of the Board of Directors. This number may be increased or decreased by the amendment of these Bylaws but shall in no case be less than three. As of 2008 the number of Directors is set at seven (7).

Section 4.4 Board of Directors. Each director shall be a citizen of the United States of America, and shall be approved by the County Board of DeKalb County. The directors shall serve for two year staggered terms ~~a period of one year or until the next annual meeting~~ which will start on January 1 of one year and end on December 31 of the subsequent year. No Director may serve for more than four consecutive two year terms without being off the Board at least one year. ~~At each annual meeting, the successor directors shall be elected to hold office for a term of one year.~~

Section 4.5 Nomination and Election of Directors. At least 30 days prior to the term end dates ~~annual meeting~~ of the Board of Directors, the Nominating Committee appointed by the Board of Directors shall decide upon a slate of directors, and shall present such slate to the Board of Directors ~~prior to or at said annual meeting~~. The directors shall be selected by a vote of a majority of the entire Board of Directors ~~at the annual meeting of the Board~~. The name of each new director so chosen shall be submitted for approval to the County Board of DeKalb County.

Section 4.6 Vacancies. In the case of any vacancy in the Board of Directors through death, resignation, disqualification, removal or other cause, the remaining directors, by affirmative vote of a majority thereof with approval of the County Board of DeKalb County, may elect a successor to hold office for the unexpired portion of the term of the director whose place shall be vacant, and until the election of a successor, or until such director shall be removed, prior thereto, by an affirmative vote of the majority of the entire Board of Directors.

Similarly, and in the event of the number of directors being increased as provided in these Bylaws, the additional directors so provided for shall be elected by a majority of the entire Board of Directors then in office with approval of the County Board of DeKalb County, ~~and shall hold office until the next Annual Meeting of the Board of Directors.~~

Section 4.7 Compensation. Directors as such shall not receive any stated salaries for their services, but nothing herein contained shall be construed to preclude any Director from being reimbursed for actual expenses reasonably incurred in rendering services to the Corporation in the administration of its affairs.

Section 4.8 Resignation. Any Director may resign from the Board of Directors of the Corporation; such resignation shall be in writing and shall be effective immediately or upon its acceptance by the Board of Directors of the Corporation and notice to the County Board of DeKalb County, or as such resignation shall provide.

Section 4.9 Removal. Any member of the Board of Directors may be removed by the County Board of DeKalb County whenever in the County Board of DeKalb County's judgment the best interest of the Corporation shall be served thereby.

Section 4.10 Annual Meetings. An annual meeting of the Board of Directors shall be held in April of each year unless rescheduled by the Board of Directors. The Board of Directors from time to time, may provide by resolution for the holding of other meetings of the Board of Directors, and may fix the time and place thereof.

Section 4.11 Special Meetings. Special meetings of the Board of Directors shall be held whenever called by the President or by any one of the directors, at such time and place as may be specified in the respective notice or waivers of notice thereof.

Section 4.12 Notice and Waiver. Notice of any special meetings shall be given at least five days prior thereto by written notice delivered personally, by mail, email, or by facsimile to each director at such director's address on file with the Secretary of the Corporation. If mailed, such notice shall be deemed to be delivered when deposited in the United States Mail with postage prepaid. Any director may waive notice of any meeting, either before, at, or after such meeting, by signing a waiver of notice. The attendance of a director at a meeting shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the place of such meeting, or the manner in which it has been called or convened, except when a director states at the beginning of the meeting any objection to the transaction of business because the meeting is not lawfully called or convened.

Section 4.13 Quorum and Adjournments. At all meetings of the Board of Directors, the presence of a majority of the entire Board of Directors shall be necessary and sufficient to constitute a quorum for the transaction of business, except as otherwise provided by the Act, by the Articles of Incorporation or these Bylaws of the Corporation. A majority of the directors present at the time and place of any regular or special meeting, although less than a quorum, may adjourn the same from time to time without notice, until a quorum shall be present.

Section 4.14 Board of Director Action. At all meetings of the Board of Directors, each director present shall have one vote. Except as otherwise provided by the Act, the action of a majority of the directors present at any meeting at which a quorum is

present shall be the act of the Board of Directors. Any action authorized, in writing, by all of the directors entitled to vote thereon and filed with the minutes of the Corporation shall be the act of the Board of Directors with the same force and effect as if the same had been passed by unanimous vote at a duly called meeting of the Board of Directors. Any action taken by the Board of Directors may be taken without a meeting if agreed to in writing by all board members before the action is taken and if a record of such action is filed in the minute book.

Section 4.15 Telephone Meetings. Directors may participate in meetings of the Board of Directors through use of a telephone if such can be arranged so that all directors can hear all other directors. The use of a telephone for participation shall constitute presence in person.

Section 4.16 Liability. No director shall be liable for any debt, obligation or liability of the Corporation to the extent permitted under the Act.

Article V Officers

Section 5.1 Number, Qualification, Election and Term. The officers of the Corporation shall consist of a President, a Vice President, a Secretary, a Treasurer, and such other officers as the Board of Directors may from time to time deem advisable. Any officer may be, but is not required to be, a director of the Corporation. Any two or more offices may be held by the same person. The officers of the Corporation shall be elected by the Board of Directors at the first meeting in a calendar year ~~regular annual meeting of the Board of Directors~~. Each officer shall hold office until December 31st of the year elected, ~~or the annual meeting of the Board of Director next succeeding such officer's election,~~ and until a successor shall have been elected and qualified, or until death, resignation or removal.

Section 5.2 President. The President shall be the chief executive officer of the Corporation and may sign, with the Secretary or any other proper officer of the Corporation authorized by the Board of Directors, any deeds, deeds of trust, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws or by statute to some other officer or representative of the Corporation; and in general shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

Section 5.3 Vice President. In the absence of the President or in event of the inability or refusal of the President to act, the Vice President shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice President shall perform such other duties as from time to time may be assigned by the President or by the Board of Directors.

Section 5.4 Treasurer. The Treasurer shall have the responsibility for overseeing fiscal operations and that funds are properly deposited. The Treasurer shall be responsible for all funds and securities of the Corporation; receive and give receipts for monies due and payable to the Corporation from any source whatsoever, and deposit all such monies in the name of the Corporation in such banks and other depositories as shall be selected in accordance with the provisions of these Bylaws; and in general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned by the Chair or the Board of Directors. If required by the Board of Directors, the Treasurer and assistants shall give a bond for the faithful discharge of the duties in such sum and with such surety or sureties as the Board of Directors may determine.

Section 5.5 Secretary. The Secretary shall have supervision of and delegate and oversee the keeping of the minutes of the meetings of the Board of Directors in one or more books provided for that purposes; see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; be custodian of the corporate records; keep a register of the post office address of each Director which shall be furnished to the Secretary by such Director; and in general perform all duties incident to the office of Secretary, and such other duties as from time to time may be assigned by the Chair or by the Board of Directors.

Section 5.6 Resignation and Removal. Any officer may resign at any time by giving written notice of such resignation to the President or the Secretary of the Corporation or to a member of the Board of Directors. Unless otherwise specified in such written notice, such resignation shall take effect upon receipt thereof by the Board of Directors or by such officer, and the acceptance of such resignation shall not be necessary to make it effective. Any officer may be removed, either with or without cause, and a successor elected by a majority vote of the Board at any time.

Section 5.7 Vacancies. A vacancy in any office may, at any time, be filled for the unexpired portion of the term by a majority vote of the Board of Directors.

Section 5.8 Duties of Officers. Officers of the Corporation shall, unless otherwise provided by the Board of Directors, each have such powers and duties as generally pertain to their respective offices as well as such powers and duties as may from time to time be specifically decided by the Board of Directors. The President shall be the chief executive officer of the Corporation.

Section 5.9 Compensation. The officers of the Corporation shall not be entitled to ~~such reasonable~~ compensation, but may be reimbursed for business expenses. ~~as the Board of Directors shall from time to time determine.~~

Section 5.10 Delegation of Duties. In the absence or disability of any officer of the Corporation or for any other reason deemed sufficient by the Board of Directors, the Board of Directors may delegate that officer's powers or duties to any other officer or to any other director.

Section 5.11 Liability. No officer shall be liable for any debt, obligation or liability of the Corporation to the extent permitted under the Act.

Article VI Committees

Section 6.1 Committees. The Board of Directors may, by resolution, designate an executive Committee and one or more other committees. Such committees shall have such functions and may exercise such power of the Board of Directors as can be lawfully delegated, and to the extent provided in the resolution or resolutions creating such committee or committees. Meetings of committees may be held without notice at such time and at such place as shall from time to time be determined by the committees. The committees of the Corporation shall keep regular minutes of their proceedings, and report these minutes to the Board of Directors when required.

Article VII Books, Record and Reports

Section 7.1 Annual Report. The President of the Corporation shall cause to be prepared annual or other reports required by the Act, other governing law and shall provide copies to the Board of Directors, the DeKalb County Board, and file a permanent copy with the DeKalb County Clerk.

Section 7.2 Permanent Records. The Corporation shall keep current and correct records of the accounts, minutes of the meetings and proceedings of the Corporation. Such records shall be kept at the registered office or the principal place of business of the Corporation. Any such records shall be in written form or in a form capable of being converted into written form.

Section 7.3 Contracts. The Board of Directors may authorize any representative or agent of the Corporation, in addition to the officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

Section 7.4 Checks and Drafts. All checks, drafts or orders for the payment of money and any notes or other evidences of indebtedness issued in the name of the Corporation, shall be signed by such officer or officers, agent or agents of the Corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors.

Section 7.5 Deposits. All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks and other depositories as the Board of Directors may select.

Section 7.6 Gifts. The Board of Directors may accept on behalf of the Corporation any contribution, gift, bequest or devise for the general purposes or for any special purpose of the Corporation. The Board of Directors may reject any contribution, gift, bequest or devise for any reason.

Section 7.7 Prohibited Loans. The Corporation shall not make any loan to any officer, director, or employee of the Corporation.

Article VIII Fiscal Year

Section 8.1 Fiscal Year. The fiscal year of the Corporation shall be the period from January 1 to December 31 of the same year, selected by the Board of Directors as the tax year of the Corporation for federal income tax purposes.

Article VIX Seal

Section 9.1 Seal. The Board of Directors may adopt, use and modify a corporate seal. Failure to affix the seal to corporate documents shall not affect the validity of such documents.

Article X Amendments

Section 10.1 Amendments. The Board of Directors of the Corporation shall have the power to make, alter, amend and repeal the Bylaws of the Corporation and to adopt new Bylaws, which power may be exercised by a vote of a majority of the members of the full Board of Directors but which shall only become effective when approved by the County Board of DeKalb County.

Article XI Indemnification

Section 11.1 Indemnification. Any officer, director or employee of the Corporation shall be indemnified and held harmless to the full extent allowed by the Act.

Section 11.2 Insurance. The Corporation may but is not required to obtain insurance providing for indemnification of directors, officers and employees.

ARTICLE XII Parliamentary Rules/Interpretation

Section 12.1 Procedure. The proceedings of all meetings of the Board of Directors, the Executive Committee and all committees and other such divisions shall be

governed by and conducted according to the then most recent edition of Robert's Rules of Order Newly Revised in all cases to which they are applicable and in which they are not inconsistent with these Bylaws, the Articles of Incorporation, the Act and any special rule or order which the Corporation may adopt.

Section 12.2 Interpretation. Where, in these Bylaws, titles or phrases descriptive of persons, officers or otherwise refer to the masculine, they shall be construed as referring both to the feminine and masculine.

~~The foregoing Bylaws are certified as the Bylaws of the Dekalb County Supportive Living Facility Not For Profit adopted by the Board of Directors as of March 21, 2007.~~

Eileen Dubin _____

Secretary

RESOLUTION 2014-31

ADOPTING A WHISTLEBLOWER PROTECTION POLICY

WHEREAS, DeKalb County Government encourages individuals who observe or become aware of illegal activities or wrongdoing on the part of persons affiliated with DeKalb County Government to report such activities to the proper authorities, and thinks individuals should be able to do so without fear of retaliation; and

WHEREAS, Federal and Illinois State laws protect individuals who expose wrongdoing, fraud, corruption, waste or other illegal activities by persons employed by, contracted by, affiliated with or representing units of government from retaliation, intimidation, harassment, or other adverse action for reporting such information; and

WHEREAS, DeKalb County Government is required to have a Whistleblower Protection Policy in order to receive certain Federal and State grants or participate in certain Federal or State programs; and

WHEREAS, the Finance Committee of the DeKalb County Board has reviewed and recommended that the Whistleblower Protection Policy attached hereto as Exhibit "A" be adopted as a policy of DeKalb County Government;

NOW, THEREFORE, BE IT RESOLVED that the DeKalb County Board hereby adopts the Whistleblower Protection Policy, Exhibit "A" attached hereto, as an official policy of DeKalb County Government, applicable to all employees, officers, officials, volunteers, and contracted service providers, effective as of the date of this Resolution.

ADOPTED BY THE COUNTY BOARD THIS 21ST DAY OF MAY, 2014, A.D.

Chairman, DeKalb County Board

ATTEST:

County Clerk

**DEKALB COUNTY GOVERNMENT
WHISTLEBLOWER PROTECTION POLICY
Draft as of May 2, 2014; Page 1 of 2**

- A. Intent. To protect those individuals who expose instances where they genuinely believe that public funds are being used in a manner which reflects gross mismanagement, substantial and specific danger to public health or safety, abuse of authority, or in violation of laws, rules, or regulations.
- B. Application. This Whistleblower Protection Policy applies to all of the DeKalb County Government's staff, whether full-time, part-time, or temporary employees, to all volunteers, to all who provide contract services, and to all officers and officials, each of whom shall be entitled to protection.
- C. Reporting Credible Information. A protected person shall be encouraged to report information relating to illegal practices or violations of policies of DeKalb County Government (a "Violation") that such person in good faith has reasonable cause to believe is credible. Information shall be reported to the DeKalb County Administrator (the "Compliance Officer"), unless the report relates to the Compliance Officer, in which case the report shall be made to the DeKalb County State's Attorney. Reporting may also be made directly to the appropriate Federal or State agency.
- D. Good Faith. Anyone reporting a Violation must act in good faith, and have reasonable grounds for believing that the information shared in the report indicates that a Violation has occurred.
- E. Investigating Information. The Compliance Officer shall promptly investigate each such report and prepare a written report of such investigation. In connection with such investigation, all persons entitled to protection shall provide the Compliance Officer with credible information. All actions of the Compliance Officer in receiving and investigating the report, and additional information, shall endeavor to protect the confidentiality of all persons entitled to protection.
- F. Confidentiality. DeKalb County encourages anyone reporting a Violation to identify himself or herself when making a report in order to facilitate the investigation of the Violation. However, reports may be submitted anonymously in writing to the Compliance Officer. Reports of Violations or suspected Violations will be kept confidential to the extent possible, with the understanding that confidentiality may not be maintained where identification is required by law or in order to enable DeKalb County or law enforcement to conduct an adequate investigation.

- G. Protection from Retaliation. No person entitled to protection shall be subjected to retaliation, intimidation, harassment, or other adverse action for reporting information in accordance with this Policy. Any person entitled to protection who believes that he or she is the subject of any form of retaliation for such participation should immediately report the same as a violation of and in accordance with this Policy.
- H. Discipline for Retaliation. Any individual associated with DeKalb County Government who retaliates against another individual who has reported a Violation in good faith or who, in good faith, has cooperated in the investigation of a Violation, is subject to discipline, including termination of employment or volunteer status.
- I. Dissemination and Implementation of Policy. This Policy shall be disseminated to all affected persons in accordance with current protocol. The development and monitoring of Administrative Procedures for implementation of this Policy is the responsibility of the County Administrator.
- J. Communication of Status. The Compliance Officer shall keep the complainant informed of the status of the complaint, subject to any privacy or confidentiality limitations, throughout the process of the investigation and resolution of the complaint.

**RESOLUTION
R2014-37**

WHEREAS, Waste Management and DeKalb County Government are parties to a Host Community Agreement dated February 26, 2009 pertaining to the expansion of the DeKalb County Landfill, and

WHEREAS, Waste Management and DeKalb County Government now desire to amend the Agreement in order to facilitate, in calendar 2014, (a) Waste Management beginning to accept waste from outside of DeKalb County at the DeKalb Landfill and (b) the County to begin to receive additional revenue from this waste, and

WHEREAS, the Finance Committee of the DeKalb County Board has reviewed the attached amendment and has recommended its approval;

NOW, THEREFORE BE IT RESOLVED that the DeKalb County Board does hereby agree to approve the attach amendment to the Host Community Agreement with Waste Management that (a) allows for the acceptance of waste from outside of DeKalb County during 2014, and (b) delays the minimum guaranteed revenue provisions to the County until 2015, and (c) delays the internal allocation for the Solid Waste Program and the Forest Preserve until 2015.

PASSED AT SYCAMORE, ILLINOIS, THIS 21ST DAY OF MAY, 2014 A.D.

SIGNED:

Jeffery L. Metzger, DeKalb County Board Chairman

ATTEST:

Douglas J. Johnson, DeKalb County Clerk

AMENDMENT OF HOST COMMUNITY AGREEMENT

This Amendment of HOST COMMUNITY AGREEMENT ("Agreement") entered into this 1st day of June, 2014 by and between Waste Management of Illinois, Inc., a Delaware corporation authorized to do business in Illinois and having an office at 700 E. Butterfield Road, Lombard, Illinois 60148 ("Waste Management"), and the County of DeKalb, Illinois (the "County").

Recitals

A. Waste Management and the County are parties to a Host Community Agreement dated February 26, 2009 pertaining to the expansion of the DeKalb County Landfill ("Agreement").

B. Waste Management and the County now desire to amend the Agreement in order to facilitate Waste Management beginning to accept waste from outside of DeKalb County at the DeKalb Landfill in calendar year 2014.

NOW, THEREFORE, in consideration of the covenants set forth in this Amendment, the County and Waste Management agree as follows:

1. Section 16.f (Minimum Payment) of the Agreement is hereby amended in its entirety to read as follows:

Effective on January 1, 2015, regardless of the amount of Solid Waste actually received at the Landfill, Waste Management will guarantee that the minimum Host Benefit Fee will be the Host Benefit Fee that would be payable for 375,000 tons per year of non-hazardous Solid Waste.

2. Section 19.b (Solid Waste Recycling Program) of the Agreement is hereby amended in its entirety to read as follows:

The County will utilize a portion of the Host Fee revenues provided for in this Agreement to continue and strengthen its established Solid Waste Education Program including, but is not limited to, school and public education and special recycling community collections and projects. Efforts will be made to expand its recycling efforts to include rural

recycling partnerships between the Solid Waste Program and willing local groups and/or communities within DeKalb County. The County will adopt an ordinance repealing the fees currently imposed under 415 ILCS 5/22.15 et seq. (solid waste tipping fee) and appropriate the initial annual amount of \$200,000 to the Solid Waste Program in support of those activities. This annual appropriation shall begin January 1, 2015 and shall be adjusted annually for inflation in proportion to the CPI adjustments provided for in Section 16a.

3. Section 19.c (Land and Water Conservation and Environmental Education Efforts) is hereby amended in its entirety to read as follows:

The County will continue and strengthen its land and water conservation and environmental education efforts by appropriating an initial annual amount of \$100,000 to the DeKalb County Forest Preserve District from Host Fee proceeds received under the terms of this Agreement. This annual appropriation shall begin January 1, 2015 and shall be adjusted annually for inflation in proportion to the CPI adjustments provided for in Section 16a.

4. No Other Changes. Except as modified above, all other terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused the signatures of their legally authorized representatives to be affixed hereto on the day and year indicated below.

WASTE MANAGEMENT OF ILLINOIS, INC.

COUNTY OF DEKALB

By: _____
Its Vice President

By: _____
Its County Board Chairman

ATTEST:

By: _____
Assistant Secretary

By: _____
Clerk of DeKalb County

DATE: _____

DATE: _____

RESOLUTION 2014-38

A RESOLUTION ACCEPTING THE GIFT OF CERTAIN REAL PROPERTY AS PART OF THE EVERGREEN VILLAGE MITIGATION PROJECT

WHEREAS, on June 24, 2012, the Federal Emergency Management Agency announced that DeKalb County had been awarded a grant for the mitigation of Evergreen Village Mobile Home Park located in unincorporated Sycamore Township; and

WHEREAS, on August 15, 2012, the DeKalb County Board passed Resolution 2012-56, authorizing the execution of a Grant Agreement with the Illinois Emergency Management Agency (IEMA) setting forth the terms of the grant and the obligations on the part of the County and the State in the mitigation project in accordance with applicable State and Federal laws; and

WHEREAS, on December 11, 2012, IEMA provided to DeKalb County a copy of the executed Grant Agreement for mitigation of the Evergreen Village mobile home park, the project to consist of buying the trailer park property, three adjoining parcels, and mobile homes, paying for relocation assistance, demolition, and administrative costs; and

WHEREAS, on May 15, 2013, the DeKalb County Board passed Resolution 2013-36 authorizing and directing the appropriate County staff to initiate the Project pursuant to the IEMA State-Local Hazard Mitigation Grant Program Assistance Agreement (FEMA-DR-1800-IL) for acquisition of the Evergreen Village Mobile Home Park; and

WHEREAS, on April 15, 2014, Mr. Santoro and the County of DeKalb entered into a contract for the sale of the 19 acre mobile home park for \$1,471,400.00; and

WHEREAS, Mr. Santoro has declared in writing his intent to gift to the County certain other adjacent properties identified as follows: P.I.N.: 06-330177-022 consisting of 33.4 acres, P.I.N.: 06-33-176-003 consisting of 1.93 acres, and P.I.N.: 06-33-200-009 consisting of 3.6 acres, the legal descriptions of which are attached hereto as Exhibit A; said properties to be held by the County for conservation purposes; and

WHEREAS, the DeKalb County Board has determined it is in the best interests of the citizens of the County to accept the properties to be gifted as part of the purchase agreement for the Evergreen Village Mobile Home Park;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY BOARD OF DEKALB COUNTY, ILLINOIS, as follows:

The DeKalb County Board does hereby accept the gift by Frank Santoro of certain real properties identified as follows: P.I.N.: 06-33-177-022 consisting of 33.4 acres, P.I.N.: 06-33-176-003 consisting of 1.93 acres, and P.I.N.: 06-33-200-009 consisting of 3.6 acres, the legal descriptions of which are attached hereto as Exhibit A; said properties to be held by the County for conservation purposes as part of the mitigation of Evergreen Village Mobile Home Park located in unincorporated Sycamore Township.

ADOPTED BY THE COUNTY BOARD THIS 21ST DAY OF MAY, 2014, A.D.

Chairman, DeKalb County Board

ATTEST:

County Clerk

RESOLUTION
R2014-39

WHEREAS, the DeKalb County Executive Committee has, pursuant to provisions of 5 ILCS 120/2.06, received the results of the periodic review of the minutes and verbatim recordings of all closed meetings held more than eighteen months ago by the DeKalb County Board and by Appointed Committees of the Board, and

WHEREAS, the Executive Committee did recommend to the County Board that the minutes listed below no longer require confidential treatment and that those minutes could be released for public inspection and the verbatim recordings of those meetings could be destroyed in accordance with Illinois Open Meetings Act:

05/10/2011	Executive Committee – Personnel
05/10/2011	Executive Committee – Land Acquisition
09/19/2011	Law & Justice – Personnel & Litigation
02/15/2012	County Board – Litigation
03/13/2012	Executive Committee - Litigation
04/10/2012	Executive Committee - Collective Bargaining
06/20/2012	Executive Committee - Personnel
07/02/2012	Executive Committee - Personnel
07/18/2012	Executive Committee - Personnel
10/09/2012	Executive Committee - Land Acquisition
10/17/2012	Executive Committee – Personnel
10/24/2012	Executive Committee - Personnel
11/13/2012	Executive Committee - Personnel

NOW, THEREFORE, BE IT RESOLVED that the DeKalb County Board does hereby concur in the recommendation of the DeKalb County Executive Committee and directs the Clerk of the Board to make the minutes of above stated meetings available for public inspection.

PASSED AT SYCAMORE, ILLINOIS THIS 21ST DAY OF MAY, 2014 A.D.

ATTEST:

SIGNED:

Douglas J. Johnson
DeKalb County Clerk

Jeffery L. Metzger
County Board Chairman

**RESOLUTION
R2014-40**

WHEREAS, DeKalb County Government and the DeKalb County Sheriff has met and bargained in good faith with representatives of the Metropolitan Alliance of Police's Local Chapter #318, and

WHEREAS, the parties have reached a tentative agreement on a contract covering the period from January 1, 2014 through December 31, 2018, the terms of which are set forth in summary fashion on the attached schedule, and

WHEREAS, the results of the negotiations has received approval of the employees covered by the collective bargaining agreement, the County Sheriff, and the recommendation of the negotiators for the County, as well as the recommendation of the County's Executive Committee;

NOW, THEREFORE, BE IT RESOLVED that the DeKalb County Board does concur in the recommendation of its negotiators and does hereby ratify the labor contract with the Metropolitan Alliance of Police, Local Chapter #318 for the period of January 1, 2014 through December 31, 2018 as summarized on Attachment A to this resolution and does direct the Chairman to execute the contract as prepared by the County's Labor Attorney and further directs staff to implement said contract in a timely fashion.

PASSED AT SYCAMORE, ILLINOIS, THIS 21ST DAY OF MAY, 2014 A.D.

SIGNED:

Jeffery L. Metzger, DeKalb County Board Chairman

ATTEST:

Douglas J. Johnson, DeKalb County Clerk

DeKalb County Government
DeKalb County Sheriff
Metropolitan Alliance of Police Chapter #318

**SUMMARY OF CONTRACT CHANGES
January 1, 2014 through December 31, 2018**

A. Financial Provisions

1. Settled without arbitration and obtained a five year Agreement
2. Cost-of-Living Increases - 11% over 5 Year Period

2014	1.75%
2015	2.25%
2016	2.00%
2017	2.50%
2018	2.50%
3. Increases cap on Health Insurance from 15% to 20% in Year 5
4. Holidays set at 13 per year and with specific dates identified
5. Life Insurance set at \$47,000 (same as all eligible County employees)
6. On-Call Rotation was changed for detectives to provide 2 hours of overtime, rather than one hour of overtime, for holidays that fall on a weekday
7. PHO Schedule - Re-instates 1.5 days off per year during years 5 through 14 of employee service in the Sheriff's Office

B. Operational Provisions

1. Grievances - when an employee is terminated, or is suspended for 10 days or more, said employee may choose that the grievance is heard by an Arbitrator or by the Merit Commission; previously it was only the Merit Commission
2. Overtime Scheduling - will now be done by seniority
3. Shift Trading - creates a formal system to allow what is already being done
4. Vacation Selection - clarifies how to handle schedules that cross contract years

Note: These minutes are not official until approved by the Forest Preserve District Commissioners at a subsequent meeting. Please refer to the meeting minutes when these minutes are approved to obtain any changes to these minutes.

DeKalb County Government
Sycamore, Illinois

COUNTY FOREST PRESERVE PROCEEDINGS
April 16, 2014

The DeKalb County Forest Preserve District Commissioners met in regular session at the Legislative Center Wednesday, April 16, 2014. President Metzger called the meeting to order and the Secretary called the roll. Those Commissioners present were Mr. Pietrowski, Mr. Reid, Mr. Stoddard, Mrs. Turner, Mr. Tyson, Mr. Whelan, Mr. Brown, Mr. Cribben, Mr. Cvek, Mrs. DeFauw, Mr. Deverell, Mr. Emerson, Ms. Fauci, Mr. Foster, Mr. Frieders, Mrs. Fullerton, Mr. Gudmunson, Mrs. Haji-Sheikh, Mr. Johnson, Mr. Jones, Mr. O'Barski, Mr. Oncken, and President Metzger. Mrs. Tobias was absent. The roll call resulted in twenty-three Commissioners present and one absent.

APPROVAL OF MINUTES

Motion

Ms. Fauci moved to approve the Minutes of March 19, 2014. Mrs. Turner seconded the motion.

Voice Vote

President Metzger asked for a voice vote on the approval of the Minutes. All Commissioners present voted yea. Motion carried unanimously.

APPROVAL OF AGENDA

Motion

Mr. Oncken moved to approve the Agenda and Mr. Brown seconded the motion.

Voice Vote

President Metzger asked for a voice vote on the Agenda. Motion carried unanimously.

STANDING COMMITTEE REPORT

Resolution FP-R2014-02: Bicycle Friendly Community Program

Motion

Ms. Fauci moved the DeKalb County Forest Preserve District Commissioners hereby adopt the Bicycle Friendly Program as a part of the DeKalb County Greenways and Trails Plan. Mrs. Haji-Sheikh seconded the motion.

Voice Vote

The motion carried unanimously by voice vote.

Claims for March 2014

Motion

Ms. Fauci moved to approve the claims for this month, and the off cycle claims paid during the previous month, in the amount of \$48,846.14. Mrs. Turner seconded the motion.

Roll Call Vote

President Metzger asked for a roll call vote on the approval of the claims. Those Commissioners voting yea were Mr. Pietrowski, Mr. Reid, Mr. Stoddard, Mrs. Turner, Mr. Tyson, Mr. Whelan, Mr. Brown, Mr. Cribben, Mr. Cvek, Mrs. DeFauw, Mr. Deverell, Mr. Emerson, Ms. Fauci, Mr. Foster, Mr. Frieders, Mrs. Fullerton, Mr. Gudmunson, Mrs. Haji-Sheikh, Mr. Johnson, Mr. Jones, Mr. O'Barski, Mr. Oncken, and President Metzger. All Commissioners present voted yea. Motion carried unanimously.

OLD BUSINESS / NEW BUSINESS

There were no items to discuss under old business or new business.

ADJOURNMENT

Motion

Mr. Oncken moved to adjourn the meeting and Mr. Cvek seconded the motion.

Voice Vote

President Metzger called for a voice vote on the adjournment. All Commissioners voted yea. Motion carried unanimously.

President, DeKalb County Forest
Preserve District Commissioners

Secretary, DeKalb County Forest
Preserve District Commissioners

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